



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, October 4, 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

Domestic Violence Awareness Month

E. City Manager Report

F. City Clerk Report

G. Call To The Public

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

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

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

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

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

1.	Citywide	Consideration and action on the Regular City Council Work Session and Regular City Council Meeting minutes of September 20, 2022.	None Sherry Aguilar City Clerk
2.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "Sycamore Farms (Paradisi) – Parcel D" and dated June 17, 2022, a property generally located south of the southwest corner of Cactus Road and AZ State Route 303; Case FS21-530.	Chris Sexton Community Development
3.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "Estia At Zanjero" a property generally located at the southwest corner of Cactus Road and Perryville Road; Case FS22-0342.	Chris Sexton Community Development
4.	District 3	Consideration and action pertaining to the Final Plat entitled, "Toll at Prasada, Phase 2 Golf Re-Plat" and dated June 21, 2022, a property generally located south of Cactus Lane, north of Peoria Avenue, and west of Cotton Lane; Case FS22-0939.	Leslie Carnie Community Development
5.	District 6	Consideration and action pertaining to the Final Plat entitled, "Re-Plat Lot 2" and dated June 08, 2022, a property generally located at the southeast corner of Cactus Road and Reems Road; Case FS22-0445.	Leslie Carnie Community Development
6.	District 3	Consideration and action pertaining to the Final Plat entitled, "Prasada Apartments" and dated August 22, 2022, a property generally located at the northeast corner of Cotton Lane and Waddell Road; Case FS22-0670.	Trever Fleetham Community Development
7.	District 6	Consideration and action declaring the City's intention to establish a lighting improvement district known as, "City of Surprise, Arizona, SU-Summitpkwy206" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting certain public streets; Resolution #2022-93.	Kristin Tytler Public Works
8.	Citywide	Consideration and action pertaining to acceptance of seven Arizona Governor's Office of Highway Safety (GOHS) grants to provide support of impaired driving enforcement, vehicle improvements, materials, supplies, and duty-related travel; and amending the Fiscal Year 2023 budget by moving budget authority of \$201,100 from General Contingency to Projects G31267, G31276, G31315, G31325, G31357, G31394, and G31413; Resolution #2022-94.	Benny Pina Police
9.	District 3	Consideration and action to conditionally accept the public utility improvements and commence maintenance after a two-year warranty period at Toll at Prasada Phase 2 Unit F and C, generally located at West of Cotton Lane between Peoria Avenue and Cactus Road; Resolution #2022-96.	Kristin Tytler Public Works
10.	District 3	Consideration and action declaring the City's intention to enlarge an existing lighting improvement district known	Kristin Tytler

as, "City of Surprise, Arizona, Zanjero Trails Parcel 11 #167" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting certain public streets; Resolution #2022-74.

Public Works

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| 11. | District 3 | Consideration and action to conditionally accept the public utility improvements and commence maintenance after a two-year warranty period at Toll at Prasada Phase 1 Unit Q, generally located at West of Cotton Lane between Peoria Avenue and Cactus Road; Resolution #2022-97. | Kristin Tytler
Public Works |
| 12. | Citywide | Consideration and action pertaining to approval of an Intergovernmental Agreement between the Arizona Water Banking Authority and the City of Surprise for Municipal & Industrial Firing; Resolution #2022-98. | Michael Boule
Water Resource
Management |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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| 13. | Citywide | Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to add "Smoking Lounge" as a permitted land use and establishing development standards; Case FS22-0695; Ordinance #2022-21. | Leslie Carnie
Community
Development |
|-----|----------|---|---|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- 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: September 29, 2022 at 11 AM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 4, 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: October 4, 2022
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: A New Life Center
District: Citywide

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

Agenda Wording:

Domestic Violence Awareness Month

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 4, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action on the Regular City Council Work Session and Regular City Council Meeting minutes of September 20, 2022.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 2022-09-20_regular_city_council_work_session
 2. 09202022 Regular Council Meeting Minutes
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CITY OF SURPRISE
Regular City Council Work Session
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, September 20, 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 located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374.

B. Roll Call

In attendance with Mayor Hall were Vice-Mayor, Aly Cline; Councilmembers Jack Hastings, Ken Remley, Patrick Duffy and Chris Judd. Councilmember Winters was excused.

C. Pledge of Allegiance

1. Discussion pertaining to semi truck parking within the City of Surprise. Â

City Manager, Bob Wingenroth and Deputy City Manager, Tracy Montgomery gave a power point presentation on this item. 3 options were presented to the Mayor and Council for discussion which included proposed locations on City Property, collaborative efforts with other businesses that have large parking lots and an option to include private businesses for discussion.

Council Member Judd asked about trespassing, can property owners put up signs to not allow truck parking on their properties?

Council Member Remley talked about Costco and other places trucks park, talked about weight limits on streets, and would like to see enforcement. He likes the idea of having a place close to the freeway (303), and said maybe talk to govern about putting in a rest stop on the 303.

Vice Mayor Cline, talked about interstate funding for a truck stop/ rest stop on the 303, likes the idea.

Council Member Duffy commented that there is no residential at Cactus and Sarival, concerned about how the truckers will use the property, can we make it prohibited by City law? Asked about a timeline for an ordinance.

Council Member Judd, says it's a local problem but a regional problem as well, asked what our neighboring cities d. DCM, Montgomery was referring to MAG regarding truck stops. Councilmember Judd would like to see a solution before we start issuing citations.

Community Development Director, Chris Boyd spoke of ordinance regarding reducing amount of parking for warehouses.

Council Member Judd spoke about charging for access, maybe a private party to do so. He further expressed concern about getting flooded with people that don't live in Surprise, would like to see something in place that allows only City residents to use.

DCM Montgomery said the area is being proposed for short term parking, no sleeping staying for long periods of time, would be a security guard at gate which would take the drive to the gate after parked or a passenger car picks the driver up.

Council Member Remley commented that if are going to spend money on the project, we would need to see money coming back in, concerned about being liable, talked about having a piece of property and signs that say park at own risk. Talked about putting up signs with weight limits.

Council Member Hastings, says maybe it's not necessarily our job to find a solution for trucks to park, says it could be a lot of liability that we don't need.

Vice Mayor Cline, says we should consider solving the problem, doesn't want to spend more money, however, bringing business brings trucks our way, would like to see us come up with temporary solution until we can come up with a long term solution, somewhere in the middle.

Mayor Hall, how much land is around intersection at 303 and Grand Avenue and is there enough land for a truck stop? He likes the thought of putting it at the water campus but concerned about being in that business, what's the liability and how much service will we get; the demands there and we can't ignore just need to figure it out.

Susan Vandrahe resident, would like to see a solution, her property is near an area where trucks are dropped off. She thanked Council for looking into this and further commented she supports our trucking community, but would like to see a solution that works for everyone.

Mayor Hall thanked the City Manager for bringing forward options for Council to consider and asked that the ordinance be brought forward soon for consideration.

L. Adjournment

Vice-Mayor Cline made the motion to adjourn at 5:50 p.m. Seconded by Councilmember Hastings. Motion carried to adjourn.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, September 20, 2022.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, September 20, 2022 @ 6:00PM

- A. Call To Order

Mayor Hall called the Regular Council Meeting to order at 6:00 p.m. at the Surprise City Hall located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374. The Invocation was led by Raymond Grim

- B. Roll Call

In attendance with Mayor Hall were Vice-Mayor Aly Cline; Councilmembers Jack Hastings, Ken Remley, Patrick Duffy and Chris Judd. Councilmember Winters was excused.

- C. Pledge of Allegiance

Led by Sustainable Engineering Club from Cimarron Springs Middle School

- D. Proclamation and Community Acknowledgements

- **Childhood Cancer Awareness Month**

- E. City Manager Report

Surprise Youth Council Reports:

Alyssa Blandford 12th grade Dysart High School

Ethan Burca 11th grade Paradise High School

Sustainable Engineering students.

Mayor Hall asked if students were aware of science coming up, they are aware.

Youth Council – spoke briefly on upcoming student debates

- G. Call To The Public

Steve Gilliam a resident of El Mirage thanked City staff, Tracy Mills and

Lee Lambert for their efforts to assist with maintaining the post office on Dysart & Grand Avenue. He thanked Council for their support to keep this location open and encouraged women to use a post office box instead of their home addresses on their ID for safety reasons.

Adonis Duron passed out a flyer for a new business in Surprise and invited them to their opening on Monday, September 26th.

1. CONSENT AGENDA:

No items were removed from the Consent Agenda.

Councilmember Hastings made the motion to approve the Consent Agenda, items 1 - 4. Seconded by Councilmember Duffy. 6 yes votes, 1 excused (Winters). Motion carried.

- Consideration and action on the Regular City Council Work Session, the Regular City Council Meeting and the Executive Session Minutes of September 6, 2022.
- Consideration and action pertaining to the Final Plat entitled, "Williams 224" and dated July 20, 2022, a property generally located west of 219th Avenue and north of Deer Valley Road; Case FS22-0483.
- Consideration and action pertaining to the Final Plat entitled, "A Re-Plat of Lots 1, 3, 5, 9 and 10, of Prasada – Phase 1B South" and dated August 17, 2022, a property generally located at the northeast corner of Cactus Road and Loop 303; Case FS22-0102.
- Consideration and action pertaining to approval of an amendment to the Fiscal Year 2023 budget by moving budget in the amount of \$1,600 within the Grants Fund to the Victim Rights Program (VRP) for acceptance of the grant; Resolution # 2022-92.
- **5. Consideration and action pertaining to approval of a rezoning of property located at the northwest corner of Bell Road and Dysart Road from Regional Commercial (C-3) to Community Commercial (C-2); Case # FS22-0438; Ordinance #2022-19.**
 - City Planner, Chris Sexton gave a power point presentation on this item.
No council questions or comments. No public comments

received.

Vice-Mayor Cline made the motion to approve Ordinance No. 2022-19. Councilmember Remley seconded the motion. 6 yes votes, 1 excused (Winters). Motion carried.

- **6. Consideration and action pertaining to approval of an amendment to the Vistas Montanas Planned Area Development (PAD) increasing density, updating lot sizes and distribution, increasing open space allotment, and updating design option point system; Case #FS22-0180; Ordinance #2022-20.**

City Planner, Chris Sexton gave a power point presentation on this item. Vice Mayor Cline commented that she likes open space, doesn't like decreased lot side, no parking around parks, wants parking on site and is concerned that there is no pool proposed for this development.

Student Council, Blanford asked if the focus is geared toward younger or older and the impact on schools.

Council Member Duffy, commented that once again there is one way in and out 163rd, why should we increase the density on this project? "Sell me on it".

The applicant, Jeff Farr commented that the original plan for this project was 14 years ago when larger lots were desired, now smaller lots mean lower prices and that is in demand. We have decreased the density and increased open space.

Council Member Remley, has concerns about the design and how it was updated, was there a pool on the previous plan? He further asked what was said at the meeting? The applicant today is not going to build this, they will have someone build it. This is a substandard facility. Mr. Farr commented

Council Member Hastings Councilmember Hastings thanked the applicant for putting together the packet of information including public outreach. I understand that we need to adapt especially after 14 years. He asked staff to go back to the access map for clarification regarding access to 163rd, we cannot continue this pace without addressing.

Student council Blanford and Student Council Burca asked about affordability and will there be commercial development. What will the demographic be?

Council Member Judd, talk about Grand and 163rd, traffic. The applicant asked the Traffic Engineer, Joseph Spatafino to address the questions.

Mayor Hall asked Community Development Director, how many pool permits are being processed now, I would like the numbers. Mr. Boyd commented that he does not have those numbers, but will make sure Council receives them.

Vice Mayor Cline asked if Dixeleita connects to Grand Avenue or any other road out of the area? Asst. Community Development Director, Lloyd Abrams confirmed that it is a dead end.

Council Member Remley, pointing out that there are residents with one acre lots that will be upset that they will not have access and open trails.

Public Comments:

Steve Gilliam a resident of El Mirage commented that where he lived previously, the schools were all kindergarten through 12th grade in their communities and each had pools that the community members could use. Where he currently lives, there is no community pool there. There may also be issues with parking in these types of communities is allowed. Think about the water supply as well.

Kelly Braun, a Surprise resident commented that she is concerned about the developers coming in and adjusting the lot size after previous approval especially to a reduced size. We are losing our small town community, the developers don't care about Surprise, they come to build, then they are out. I hope you do not approve adding the extra homes, it doesn't make sense. The citizens of Surprise, we are tired of this.

Ray Grim commented that he lives in Desert Oasis and has a prespective, the school district is Nadaburg so that's where the students will go. 171st Avenue onto Grand is backed up every morning, will be an issue that needs to be addressed. The horse properties, the neighbors don't want the project, but they were listening. What are we doing as a City where they can ride their horses. Need to build a horse trail for this area.

Joanne Nichols, owner of horse property in this area, it floods in the proposed area, when it rains we can't get the horse trailers through. How are you going to work this out? The only way out right now is Patton Road.

No further public comments were received.

Councilmember Duffy made the motion to deny Ordinance No. 2022-20. Vice-Mayor Cline seconded the motion. 3 yes votes to deny (Cline, Duffy & Remley), 3 no votes (Hall, Judd & Hastings), 1 excused (Winters). Motion fails due to tie vote.

2nd motion: Councilmember Judd made the motion to continue this item to the second meeting in January 2023. Vice-Mayor Cline seconded the motion. 6 yes votes to continue until the second meeting in January 2023. 1 excused (Winters).

- J. City Council Reports

Councilmember Judd reported on upcoming and past events including MAG meeting discussed Prop 400E and impact for our community, Spencer's Place recognition, District 6 Community Meeting at Tap House, zeroscape garden ribbon cutting event.

Vice Mayor Cline reported on upcoming and past events including monthly meetings, attended a water meeting.

Council Member Hastings talked about the zeroscape garden next to City Hall, Master Gardeners available on certain days.

Council Member Remley reported on upcoming and past events including Spencer's Place, monthly meeting for District 4, 4th Wednesday of each month at the Senior Center.

Council Member Duffy reported on upcoming and past events including monthly meeting for District 3.

Mayor Hall reported on upcoming and past events including Sunday in the Park and the Fiesta Grande street festival on October 8th, 5 p.m. to 9 p.m.

L. Adjournment

Vice-Mayor Cline made the motion to adjourn the Regular Council Meeting of September 20, 2022 @ 7:41 p.m. Seconded by Councilmember Hastings.

Motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of Tuesday, September 20, 2022.

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 4, 2022 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Consideration and action pertaining to approval of the Final Plat entitled, "Sycamore Farms (Paradisi) – Parcel D" and dated June 17, 2022, a property generally located south of the southwest corner of Cactus Road and AZ State Route 303; Case FS21-530.

Motion:

I move to approve the Final Plat entitled, "Sycamore Farms (Paradisi) – Parcel D" and dated June 17, 2022.

Background:

Jason Baum with Kimley Horn requests approval of the Final Plat for Paradisi Parcel D. The subject property is approximately 16.9 acres and is located south of the southwest corner of Cactus Road and AZ-303. The subject property is zoned Sycamore Farms PAD with an underlying zoning of Medium Density Residential (MDR-PAD).

Objective Analysis:

The subject Final Plat meets the requirements of the Sycamore Farms PAD in addition to other applicable City of Surprise regulations. All city reviewing departments have reviewed the request and expressed no concerns. Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The subject Final Plat is consistent with the Sycamore Farms Planned Area Development (PAD) and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-530 - Paradisi Parcel D - Staff Report
 2. 01 - FS21-530 Paradisi Parcel D Final Plat - Vicinity Map
 3. 02 - FS21-530 Paradisi Parcel D Final Plat - Zoning Map
 4. 03 - FS21-530 Paradisi Parcel D - Final Plat - Final Plat
 5. 04 - FS21-530 Paradisi Parcel D - Luke AFB comments
 6. FS21-530 Paradisi Parcel D - Final Plat - Powerpoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS21-530

Project Name: Paradisi Parcel D - Final Plat

Council District: 3 - Mesquite

City Council Date: October 4, 2022

Planner: Chris Sexton, Planner II

Owner: Taylor Morrison

Applicant: Jason Burm with Kimley Horn and Associates

Request: Final Plat for a 102 single-family lot residential subdivision located within the Sycamore Farms Planned Area Development (PAD)

Site Location: Generally located south of the southwest corner of Cactus Road and AZ State Route 303

Site Size: 16.9 net acres (approx.)

Density: 6.03 DU/Ac.

General Plan

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

Findings:

- The Final Plat is consistent with the Sycamore Farms PAD.
- The Final Plat is consistent with applicable City of Surprise regulations.
- The Final Plat is in substantial conformance with the Preliminary Plat approved under case FS19-787.

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property into 102 single-family lots, as proposed.

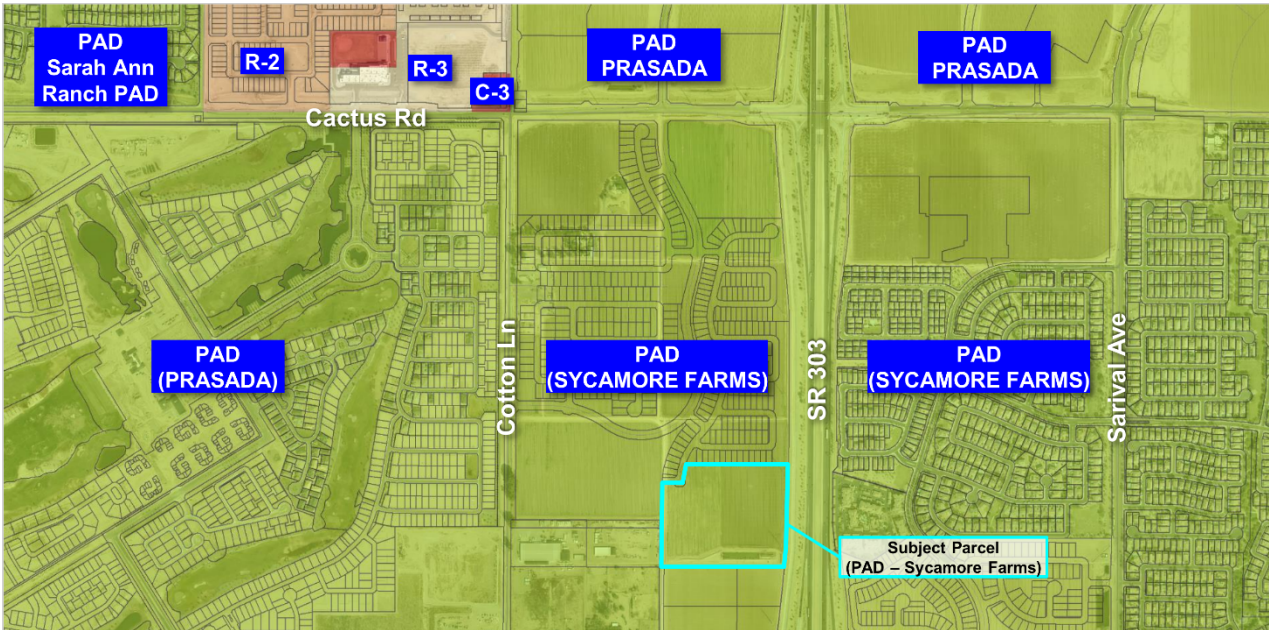
Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

PROJECT DESCRIPTION:

Jason Burm with Kimley Horn, on behalf of Taylor Morrison seeks approval of a Final Plat known as Parcel and located in the Sycamore Farms PAD. The applicant seeks to subdivide the subject property into 102 lots over approximately 16.9 net acres, for a gross density of 6.03 DU/Ac. The proposed subdivision will integrate into the larger Sycamore Farms community.

SURROUNDING LAND ZONING:

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



Regional Commercial (C-3)	Prasada PAD (PGV-3)	Prasada PAD (PGV-RC)
Prasasda PAD (Single Family)	Sycamore Farms PAD (MDR)	Sycamore Farms PAD (HDR)
Prasada PAD (Single-Family)	Sycamore Farms PAD (Institutional)	Sycamore Farms PAD (MDR)

BACKGROUND:

July 22, 2004: The parcel was annexed into the City under Ordinance 04-21.

September 12, 2019: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR19-614.

June 16, 2020: The City Council approved the Preliminary Plat under case FS19-787.

July 13, 2021: The applicant filed the subject request under FS21-530.

ANALYSIS AND DISCUSSION:

The subject plat will create 102 single-family residential lots within 16.9 net acres which provides for a density of 6.03 Du/Ac for the medium density parcels. Parcel D is one of six parcels located within the Sycamore Farms PAD that is designated as Medium Density Residential. The lot will be in accordance with the approved zoning for Sycamore Farms Parcel D, as well as the approved Preliminary Plat Case FS19-787. Below is the Development Standards Table:

STANDARD	PROPOSED LDR STANDARD	PROPOSED MDR STANDARD
MAXIMUM DENSITY (DU/ACRE)	5	6
MINIMUM LOT AREA (SF)	6,000	2,600
MINIMUM LOT WIDTH (FT)*	58	30
MINIMUM LOT DEPTH (FT)	110	80
MINIMUM FRONT YARD SETBACK (LIVABLE AREA/FRONT FACING GARAGE) (FT)	12/20 ^{b,c}	12/20 ^{b,c}
MINIMUM SIDE YARD SETBACK (FT)	5 ^c & 8 ^c	0 ATTACHED, 5 ^c & 5 ^c DETACHED
MINIMUM REAR YARD SETBACK (FT)	15 ^{c,d} LIVING, 5 FOR GARAGE OR UNCLOSED PATIO	10 ^{c,d} LIVING, 5 FOR GARAGE OR UNCLOSED PATIO
MAXIMUM BUILDING HEIGHT (FT)	30	36

- a) LOT WIDTH SHALL BE MEASURED AT THE FRONT SETBACK AS SHOWN ON PRE-PLAT. THE FRONT SETBACK SHALL BE LOCATED AT THE MINIMUM FRONT YARD SETBACK FOR TYPICAL SHAPED RECTANGULAR LOTS. FOR IRREGULAR SHAPED LOTS, THE FRONT SETBACK SHALL BE THE LARGER OF EITHER THE MINIMUM SETBACK OR AT THE LOCATION WHERE THE DISTANCE ALONG THE SETBACK MEETS THE MINIMUM LOT WIDTH.
- b) FRONT FACING GARAGES SHALL HAVE MIN 20FT FRONT YARD SETBACK FROM STREET RIGHT-OF-WAY. FRONT YARD SETBACKS MAY BE REDUCED TO 12FT FOR SIDE LOADED GARAGE AND LIVABLE AREA OF THE HOME.
- c) ANY DIMENSIONAL REQUIREMENT NOT IN COMPLIANCE WITH THE STANDARDS IN THE TABLE AND FOOTNOTES ABOVE SHALL BE IN VIOLATION OF THIS ORDINANCE.
- d) REAR SETBACK 5' FOR GARAGE OR UNENCLOSED PATIO. FIREPLACE, BAY WINDOWS, OR ENTERTAINMENT POP-OUTS MAY ENCROACH 3 FEET INTO THE REAR SETBACK.

Access

The primary access to the neighborhood will be from 168th Drive via 168th Lane or Shangri-La Road.

Open Space & Landscaping

With the open space requirement of 20% (per the Land Development Ordinance [LDO]), the proposed 4.20 acres of open space exceeds the minimum standard. Of that, 2.75 acres will be active open space and 1.45 acres will be passive open space. The amenity area will include a series of play structures for tots such a tire swing, a tractor play structure, cornstalk climber and picnic tables. In addition, Paradisi Parcel B houses the main 2.12-acres amenity site (previously approved under case FS21-510) that includes a 5,904 square foot community building, 3,325 square foot style pool, playground, amenity lawn and outdoor yoga lawn.

Each neighborhood, including Parcel D, within the Sycamore Farms PAD will develop a 6-foot wide pedestrian trail connection that will link from the adjacent residential subdivision to the linear open space corridor trail, adjacent to Loop 303 freeway. The site will be well landscaped and meet all applicable standards of the PAD and other City codes.

Walls

Primary Theme Walls located around a majority of the project perimeter will consists of 6'4" high split face CMU panels with vertical score block panels, punctuated by masonry columns finished with stone veneer. The Partial View Wall will consist of 4'4" vertical score block panels with painted smooth face block with 1'8" tubular steel. Lastly, there will be a wrought iron view fence with stone columns as a decorative fence for the amenity site.

Utility and Services Table:

Water:	EPCOR Water
Wastewater:	City of Surprise
School District:	Dysart Unified

Conformance with Adopted Plans:

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

Reviewing Agencies:

The request was routed to internal and external agencies, who indicated no objections to the request.

Summary:

The subject Final Plat meets the requirements of the Sycamore Farms PAD. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

- 129
- 130
- 131
- 132
- 133
- 134
- 135
- The Final Plat is consistent with the Sycamore Farms PAD.
 - The Final Plat is consistent with applicable City of Surprise regulations.
 - The Final Plat is in substantial conformance with the Preliminary Plat approved under case FS19-787.
 - The reviewing agencies have indicated no objections to the request.

136 **Attachments:**

137 00 Staff Report

138 01 Vicinity Map

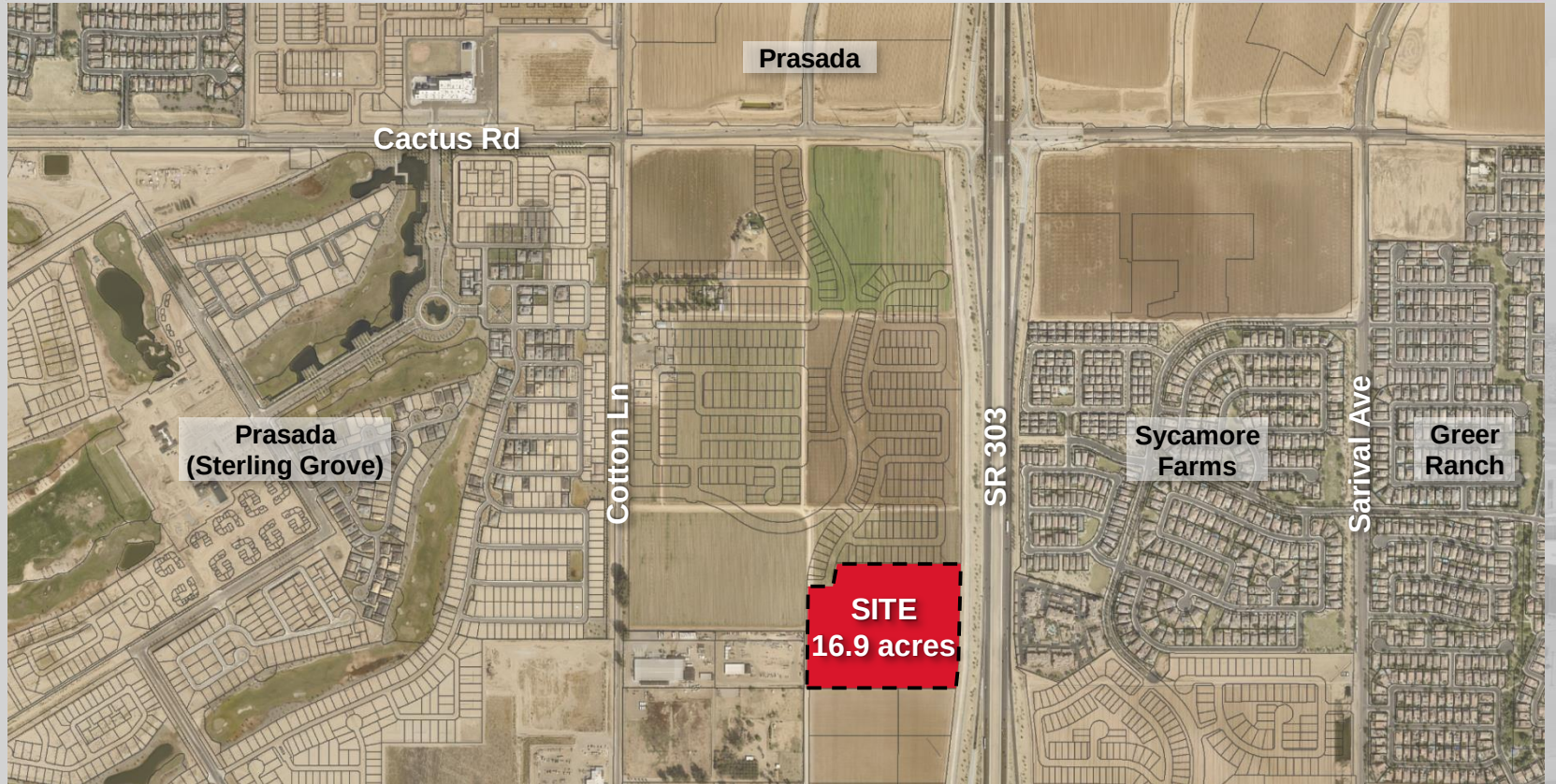
139 02 Zoning Map

140 03 Final Plat

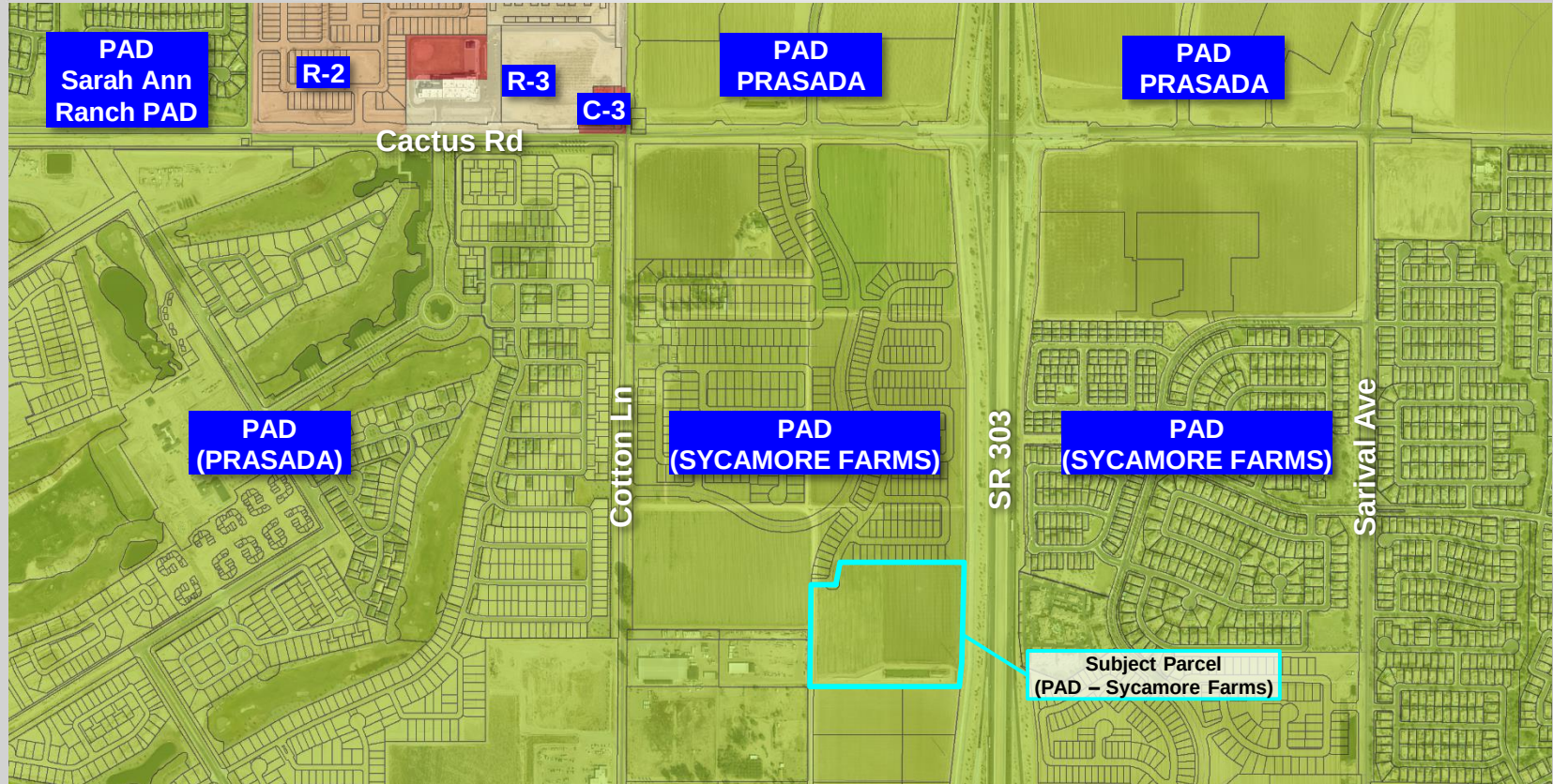
141 04 Luke AFB comments

142 PPT

VICINITY MAP



ZONING MAP



P:\2019\19127\Survey\2401\19127-FINAL PLAT-PARCEL D.dwg Jun 17, 2022 - 11:35am Rkocid

DEDICATION

STATE OF ARIZONA

COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS:

THAT TAYLOR MORRISON/ARIZONA INC., AS OWNER, HAS SUBDIVIDED UNDER THE NAME "SYCAMORE FARMS (PARADISI) – PARCEL D", A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "SYCAMORE FARMS (PARADISI) – PARCEL D", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, A PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON–MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT. OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS SEWER LINES AND MANHOLES FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE SEWER LINES AND MANHOLES.

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

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

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

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

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 6th DAY OF September, 2022.

TAYLOR MORRISON/ARIZONA INC.

BY: *[Signature]* ITS: Vice President

ACKNOWLEDGEMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS 6th DAY OF September, 2022, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED *Robert Johnson*, WHO ACKNOWLEDGE HIMSELF/HERSELF TO BE AN *Vice President*, OF TAYLOR MORRISON/ARIZONA INC., AS OWNER, AND ACKNOWLEDGE THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF/HERSELF AS SUCH AUTHORIZED REPRESENTATIVE.

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

Kimberly St. John MY COMMISSION EXPIRES 4/6/24

NOTICE OF INTERGOVERNMENTAL AGREEMENT

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

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

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

NOTICE OF SYCAMORE FARMS (PARADISI) DEVELOPMENT AGREEMENT

A PORTION OF THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO A SYCAMORE FARMS DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED AUGUST 4, 2005, AND A PORTION OF THE PROPERTIES IN THIS PLAT ARE SUBJECT TO THE SYCAMORE FARMS (PARADISI) DEVELOPMENT AGREEMENT DATED FEBRUARY 1, 2021 (COLLECTIVELY, THE "AGREEMENTS").

THE AGREEMENTS AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENTS, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENTS ARE ON FILE AT THE OFFICES OF LANDOWNER AT 66 WEST WILSHIRE DRIVE, PHOENIX, AZ. 85003 AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS 6th DAY OF September, 2022.

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

BY: *Christine Cain* ITS: PROPERTY & CONTRACTS MANAGER

ATTEST: BY: *Glenn Vorthers* GLENN VORTHERS ITS: ASSISTANT SECRETARY

FINAL PLAT
SYCAMORE FARMS (PARADISI) - PARCEL D
PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

PARCEL D OF "SYCAMORE FARMS (PARADISI) – MASTER PLAT", A FINAL PLAT RECORDED IN BOOK 1585, PAGE 01, MARICOPA COUNTY RECORDS (M.C.R.), BEING LOCATED IN THE WEST HALF QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, BEING MARKED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 24, BEING MARK BY A BRASS CAP FLUSH, BEARS NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST, 2639.70 FEET;
THENCE SOUTH 89 DEGREES 56 MINUTES 52 SECONDS EAST, ALONG THE EAST–WEST MID–SECTION LINE OF SAID SECTION 24, 68.00 FEET TO THE EAST RIGHT–OF–WAY LINE OF COTTON LANE, AS SHOWN IN SAID FINAL PLAT;
THENCE DEPARTING SAID EAST–WEST MID–SECTION LINE, SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT–OF–WAY LINE, 864.19 FEET, TO THE SOUTH LINE OF PARCEL C, AS SHOWN IN SAID FINAL PLAT;
THENCE DEPARTING SAID RIGHT–OF–WAY LINE, SOUTH 89 DEGREES 57 MINUTES 26 SECONDS EAST, ALONG SAID SOUTH LINE, 1263.70 FEET TO THE EAST LINE OF SAID PARCEL C AND THE POINT OF BEGINNING;
THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 11 MINUTES 58 SECONDS EAST, ALONG SAID EAST LINE, 310.91 FEET;
THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 46 MINUTES 00 SECONDS EAST, 100.42 FEET;
THENCE SOUTH 44 DEGREES 46 MINUTES 00 SECONDS EAST, 28.28 FEET;
THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS EAST, 55.00 FEET;
THENCE NORTH 45 DEGREES 14 MINUTES 00 SECONDS EAST, 28.28 FEET;
THENCE NORTH 03 DEGREES 00 MINUTES 03 SECONDS EAST, 55.06 FEET;
THENCE NORTH 41 DEGREES 30 MINUTES 16 SECONDS WEST, 26.63 FEET TO THE BEGINNING OF A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, FROM WHICH THE CENTER BEARS SOUTH 82 DEGREES 14 MINUTES 28 SECONDS EAST, 572.50 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10 DEGREES 17 MINUTES 05 SECONDS, AN ARC LENGTH OF 102.77 FEET;
THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS EAST, 884.08 FEET TO A POINT ON THE A.D.O.T. RIGHT–OF–WAY LINE, AS RECORDED IN DOC. 2013–0473059, M.C.R.;
THENCE SOUTH 01 DEGREE 13 MINUTES 50 SECONDS WEST, ALONG SAID RIGHT–OF–WAY LINE, 714.07 FEET;
THENCE SOUTH 06 DEGREES 08 MINUTES 33 SECONDS WEST, 172.00 FEET;
THENCE DEPARTING SAID RIGHT–OF–WAY LINE, NORTH 89 DEGREES 57 MINUTES 24 SECONDS WEST, 1056.39 FEET;
THENCE NORTH 00 DEGREES 11 MINUTES 58 SECONDS EAST, 402.64 FEET TO SAID POINT OF BEGINNING.

NOTES

- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT–OF–WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- SPRINKLERS ARE REQUIRED IN ALL ONE– AND TWO–FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.
- NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE 'X' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C660L, WITH A REVISED DATE OF SEPTEMBER 18, 2020, FOR COMMUNITY NO. 040053, PANEL 1660, IN MARICOPA COUNTY STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42–11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE "SYCAMORE FARMS" PRELIMINARY PLAT, APPROVED DATE OF 06/16/20, UNDER CASE FS19–787.
- ZONING OF THE PROPERTY IS AS APPROVED BY THE CITY COUNCIL ON 05/05/20, UNDER CASE FS19–787, OR AS SUBSEQUENTLY AMENDED.

RELEASE OF LIABILITY

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

RELEASE OF LIABILITY

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

PUBLIC NOTICE

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

RELEASE OF LIABILITY

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

RELEASE OF LIABILITY

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

SHEET INDEX

- 1.....COVER SHEET
- 2.....LOT TABLE & TRACT TABLE/KEY MAP
- 3–4.....FINAL PLAT

OWNER/DEVELOPER

TAYLOR MORRISON/ARIZONA INC.
4900 N. SCOTTSDALE RD. SUITE 2200
SCOTTSDALE, AZ. 85251
TELEPHONE: (480) 409–5516
CONTACT: ANGELA CARMITCHEL

SURVEYOR

HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD. SUITE #12000
MESA, AZ 85210
PHONE: (480) 892–3313
FAX: (480) 892–7051
CONTACT: ADRIAN BURCHAM, PLS

ENGINEER

KIMLEY–HORN AND ASSOCIATES, INC.
1001 W. SOUTHERN AVENUE, SUITE 131
MESA, AZ. 85210
PHONE: (602) 944–5500
FAX: (602) 944–7423
CONTACT: JASON BURM, P.E.

ZONING

SYCAMORE FARMS PAD (MDR–PAD)

ACREAGE DETAIL

GROSS ACREAGE:	920,497 SQ. FT. OR 21.1317 AC. ±
TOTAL LOTS 102	
TOTAL LOT ACREAGE:	552,316 SQ. FT. OR 12.6794 AC. ±
TOTAL TRACT ACREAGE:	183,199 SQ. FT. OR 4.2057 AC. ±
R/W ACREAGE:	184,981 SQ. FT. OR 4.2466 AC. ±
NET (GROSS MINUS R/W):	735,516 SQ. FT. OR 16.8851 AC. ±

BENCHMARK

1 INCH BRASS PIN STAMPED "SURPRISE_G3_19820" SET IN THE CENTER OF A HEADWALL, APPROX. 55' WEST OF COTTON LN. PAVEMENT, ON THE SOUTH SIDE OF CACTUS RD.
DATUM = NAVD88
ELEVATION = 1224.38

PERTINENT DOCUMENTS

"UNIT NUMBER 29 ROMOLA OF ARIZONA GRAPE FRUIT UNIT" AS SHOWN IN BOOK 19, PAGE 19, M.C.R.
"SYCAMORE FARMS (PARADISI) – MASTER PLAT, AS SHOWN IN BOOK 1585, PG. 01, M.C.R., CASE NUMBER FS20–449

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
MEASURED BEARING=NOO°12'54"E
BEARING DERIVED UTILIZING THE CITY OF SURPRISE LOW DISTORTION PROJECTION PARAMETERS AS FOLLOWS:
LATITUDE OF ORIGIN/CENTRAL PARALLEL : 33° 15' NORTH
LONGITUDE OF CENTRAL MERIDIAN: 112° 15' WEST
FALSE NORTHING: 1,500,000.00 FEET
FALSE EASTING: 2,500,000.00 FEET
SCALE AT CENTRAL PARALLEL: 1.000045 (EXACT)

100 YEAR ASSURED WATER SUPPLY

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

27–701122.0000 01/07/2021
CERTIFICATE NUMBER DATE

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS ____ DAY OF _____, 2022, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS ____ DAY OF _____, 2022,

MAYOR _____

ATTEST: _____

CITY CLERK _____

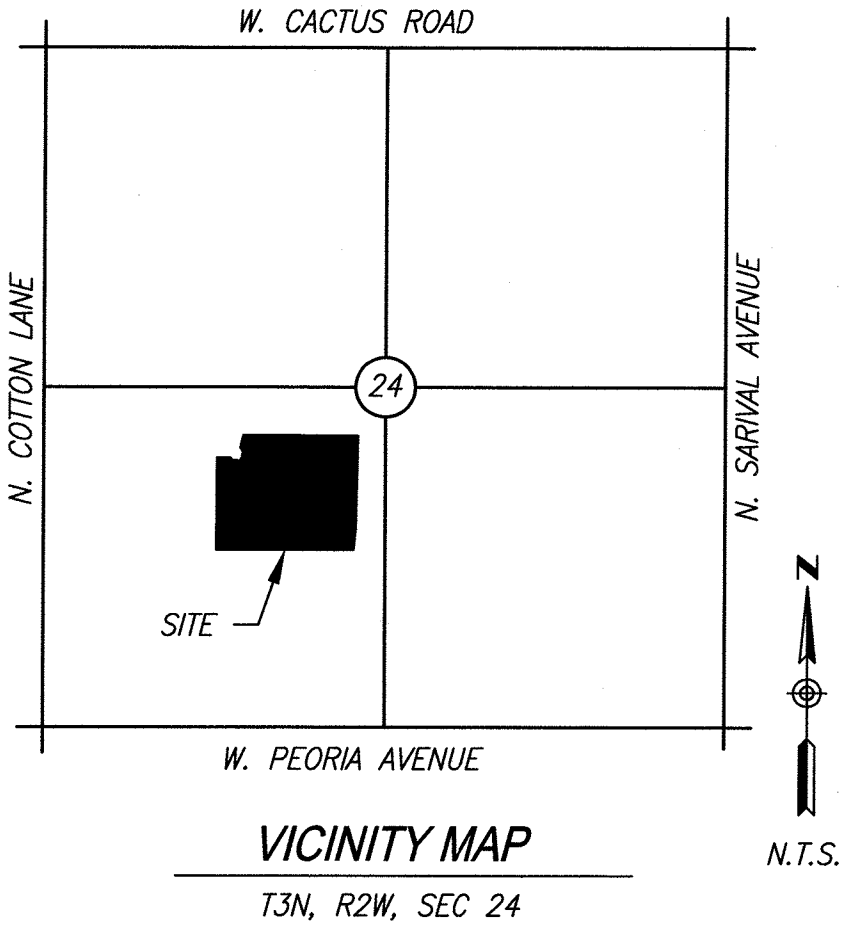
SURVEYOR'S STATEMENT

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL LOT CORNERS WILL BE PERMANENTLY SET BY COMPLETION OF CONSTRUCTION.

Adrian M. Burcham
ADRIAN M. BURCHAM, R.L.S.
REGISTRATION NO. 41282
1201 S. ALMA SCHOOL RD. SUITE #12000
MESA, AZ. 85210

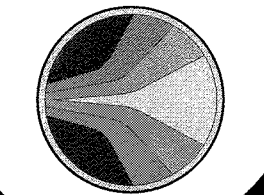


COUNTY RECORDER



1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313
www.hubbardingengineering.com

HUBBARD
ENGINEERING



PARADISI – PARCEL D
FINAL PLAT
City of Surprise, Maricopa County, Arizona

Date
06/17/22
Project No.
19127
Project Manager
ADRIAN BURCHAM
Project Eng.

Sht: 1 of 4

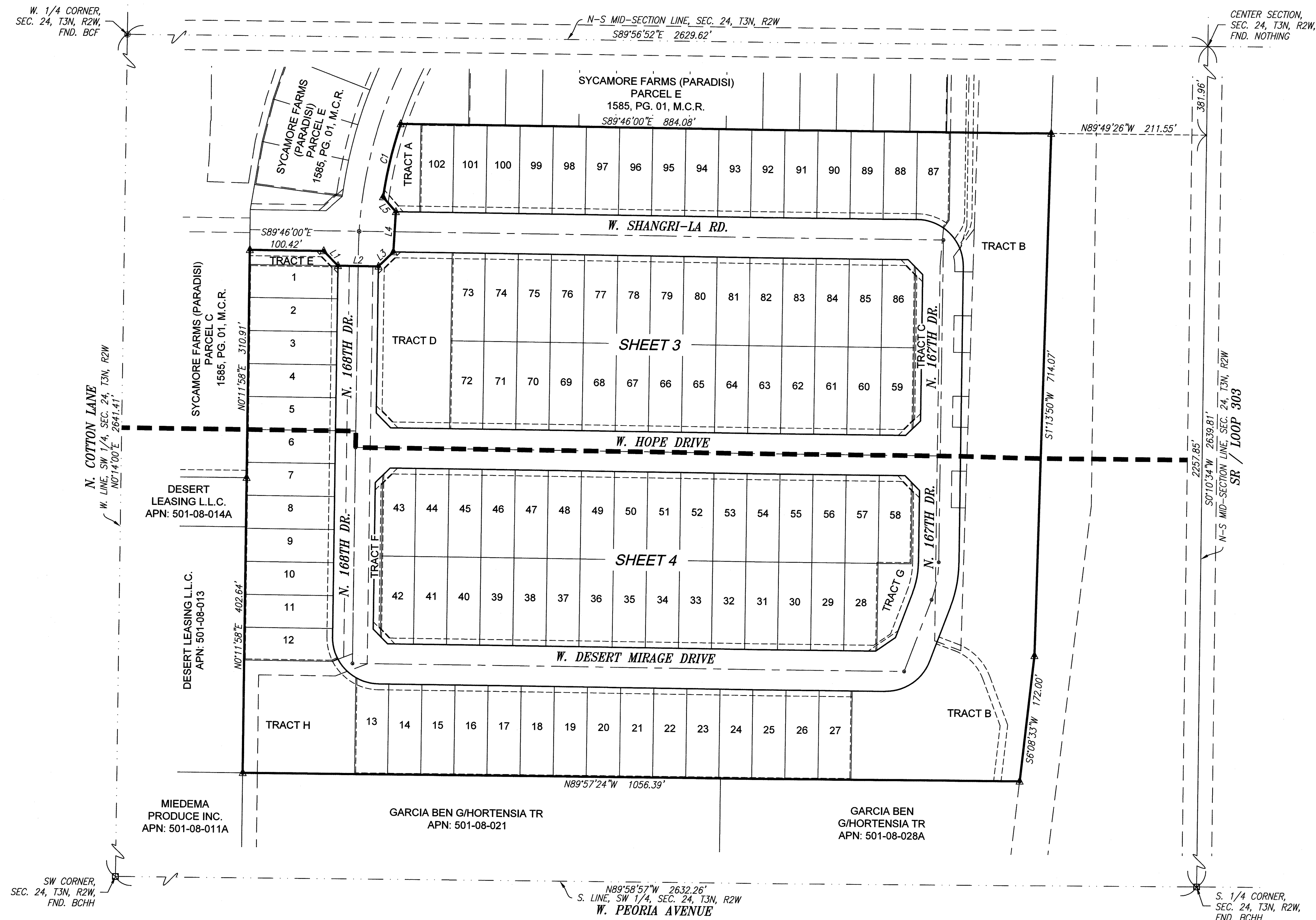
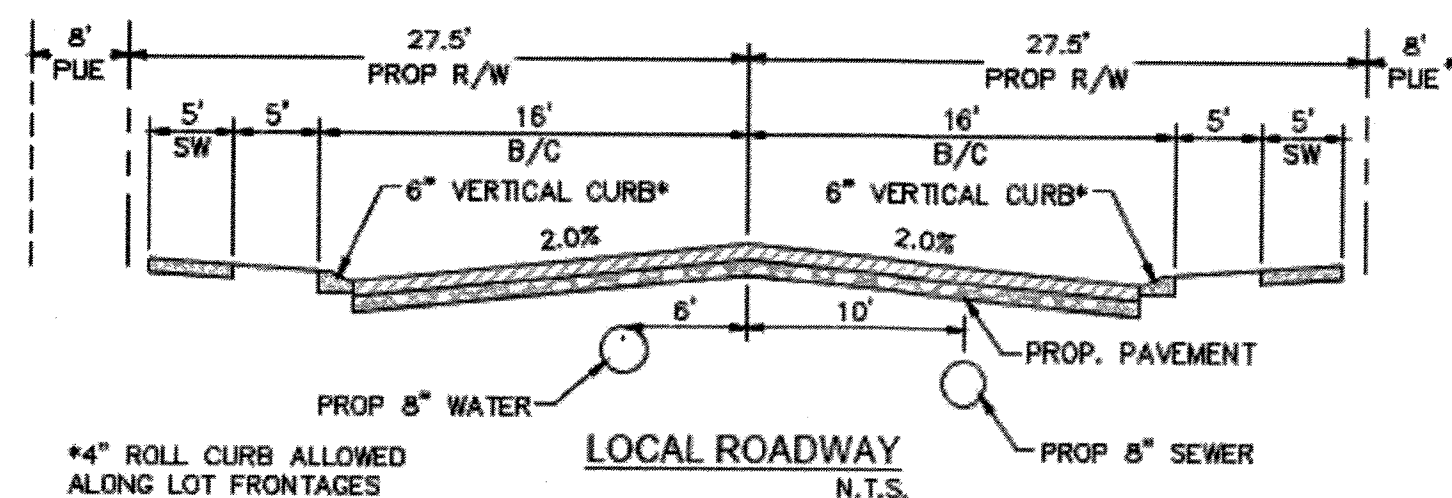
FS21-530

LOT TABLE		
LOT #	SQUARE FEET	ACRES
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2	5416.00	0.1243
3	5415.00	0.1243
4	5414.00	0.1243
5	5413.00	0.1243
6	5412.00	0.1242
7	5411.00	0.1242
8	5409.00	0.1242
9	5408.00	0.1242
10	5407.00	0.1241
11	5406.00	0.1241
12	5490.00	0.1260
13	5616.00	0.1289
14	5527.00	0.1269
15	5520.00	0.1267
16	5513.00	0.1266
17	5506.00	0.1264
18	5500.00	0.1263
19	5493.00	0.1261
20	5486.00	0.1259
21	5480.00	0.1258
22	5473.00	0.1256
23	5466.00	0.1255
24	5460.00	0.1253
25	5453.00	0.1252
26	5446.00	0.1250
27	5439.00	0.1249
28	5399.00	0.1239
29	5400.00	0.1240
30	5400.00	0.1240
31	5400.00	0.1240
32	5400.00	0.1240
33	5400.00	0.1240
34	5400.00	0.1240
35	5400.00	0.1240
36	5400.00	0.1240
37	5400.00	0.1240
38	5400.00	0.1240
39	5400.00	0.1240
40	5400.00	0.1240
41	5400.00	0.1240
42	5350.00	0.1228
43	5350.00	0.1228
44	5400.00	0.1240
45	5400.00	0.1240
46	5400.00	0.1240
47	5400.00	0.1240
48	5400.00	0.1240
49	5400.00	0.1240
50	5400.00	0.1240
51	5400.00	0.1240
52	5400.00	0.1240

LOT TABLE		
LOT #	SQUARE FEET	ACRES
53	5400.00	0.1240
54	5400.00	0.1240
55	5400.00	0.1240
56	5400.00	0.1240
57	5400.00	0.1240
58	5350.00	0.1228
59	5350.00	0.1228
60	5400.00	0.1240
61	5400.00	0.1240
62	5400.00	0.1240
63	5400.00	0.1240
64	5400.00	0.1240
65	5400.00	0.1240
66	5400.00	0.1240
67	5400.00	0.1240
68	5400.00	0.1240
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70	5400.00	0.1240
71	5400.00	0.1240
72	5400.00	0.1240
73	5400.00	0.1240
74	5400.00	0.1240
75	5400.00	0.1240
76	5400.00	0.1240
77	5400.00	0.1240
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79	5400.00	0.1240
80	5400.00	0.1240
81	5400.00	0.1240
82	5400.00	0.1240
83	5400.00	0.1240
84	5400.00	0.1240
85	5400.00	0.1240
86	5350.00	0.1228
87	5570.00	0.1279
88	5400.00	0.1240
89	5400.00	0.1240
90	5400.00	0.1240
91	5400.00	0.1240
92	5400.00	0.1240
93	5400.00	0.1240
94	5400.00	0.1240
95	5400.00	0.1240
96	5400.00	0.1240
97	5400.00	0.1240
98	5400.00	0.1240
99	5400.00	0.1240
100	5400.00	0.1240
101	5400.00	0.1240
102	5400.00	0.1240
TOTAL	552316.00	12.6794

TRACT TABLE			
TRACT	SQUARE FEET	ACRES	USAGE
A	4863.00	0.1116	PASSIVE / LANDSCAPE
B	119668.00	2.7472	ACTIVE / CLIMATE PARK / LANDSCAPE / TRAIL
C	2100.00	0.0482	PASSIVE / LANDSCAPE
D	23600.00	0.5418	PASSIVE / LANDSCAPE
E	2208.00	0.0507	PASSIVE / LANDSCAPE
F	2100.00	0.0482	PASSIVE / LANDSCAPE
G	5580.00	0.1281	PASSIVE / LANDSCAPE
H	23080.00	0.5298	PASSIVE / LANDSCAPE
TOTAL	183199.00	4.2057	

OPEN SPACE		
TYPE	ACREAGE	PERCENTAGE
ACTIVE	2.75	65.00%
PASSIVE	1.45	35.00%
TOTAL	4.20	100%
100% OPEN SPACE FOR PARCEL D		



- LEGEND**
- SECTION LINE
 - BOUNDARY - PARCEL D
 - RIGHT OF WAY
 - EASEMENT DEDICATED HEREON
 - EXISTING EASEMENT
 - CENTERLINE
 - LOT LINE
 - MATCH LINE
 - SET REBAR W/CAP LS 41282 PER MAG DTL 120
 - ALUMINUM CAP FLUSH
 - BRASS CAP IN HANDHOLE
 - REBAR
 - BRASS CAP AS NOTED
 - BOF TO BE SET AT COMPLETION OF CONSTRUCTION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S44°46'00"E	28.28'
L2	S89°46'00"E	55.00'
L3	N45°14'00"E	28.28'
L4	N3°00'03"E	55.06'
L5	N41°30'16"W	26.63'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	CHORD
C1	10°17'05"	572.50'	102.77'	N12°54'05"E 102.63'

COUNTY RECORDER

1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
PH: 480.882.3313
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PARADISI - PARCEL D
FINAL PLAT
City of Surprise, Maricopa County, Arizona

Date
06/17/22

Project No.
19127

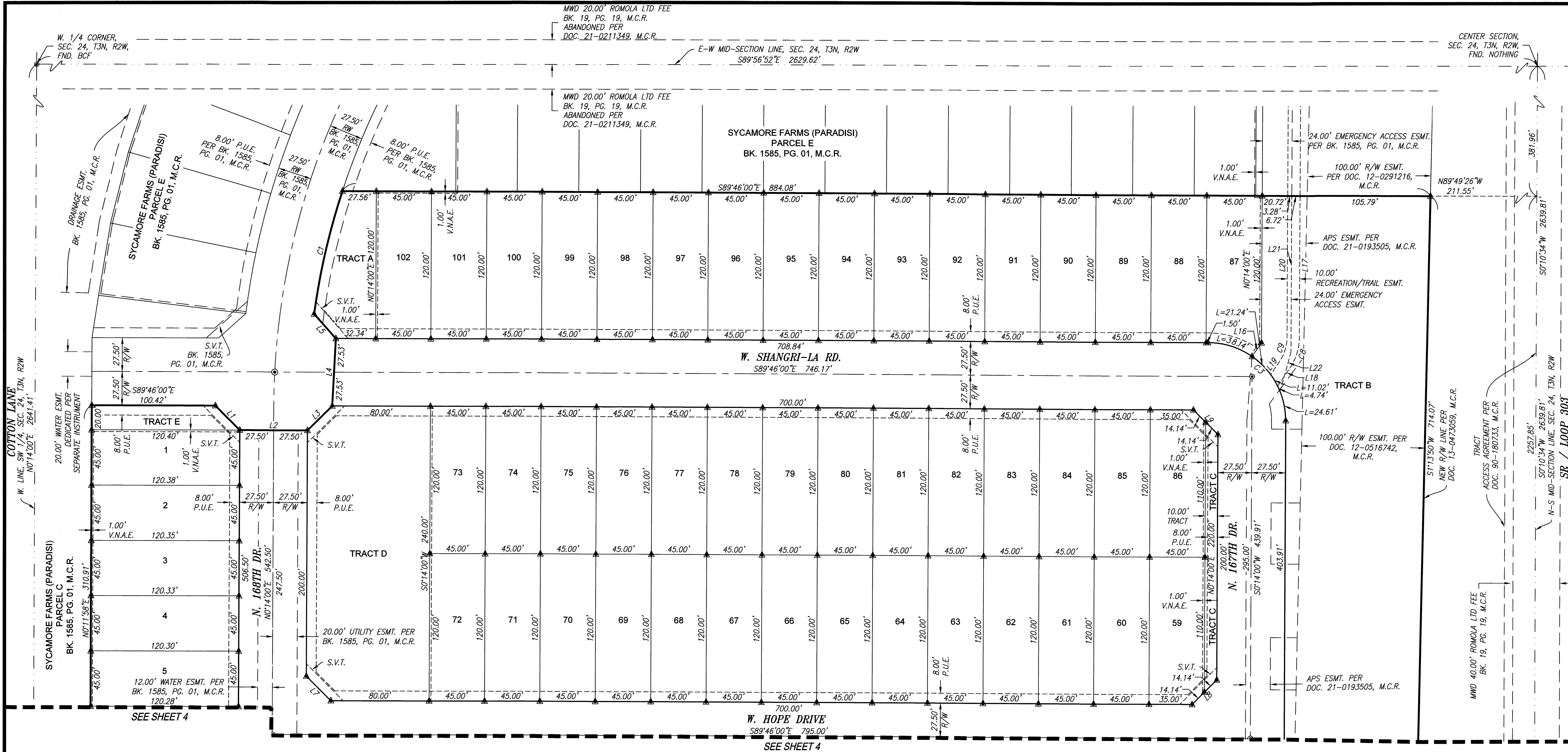
Project Manager
ADRIAN BURCHAM

Project Eng.

Sht: 2 of 4

FS21-530

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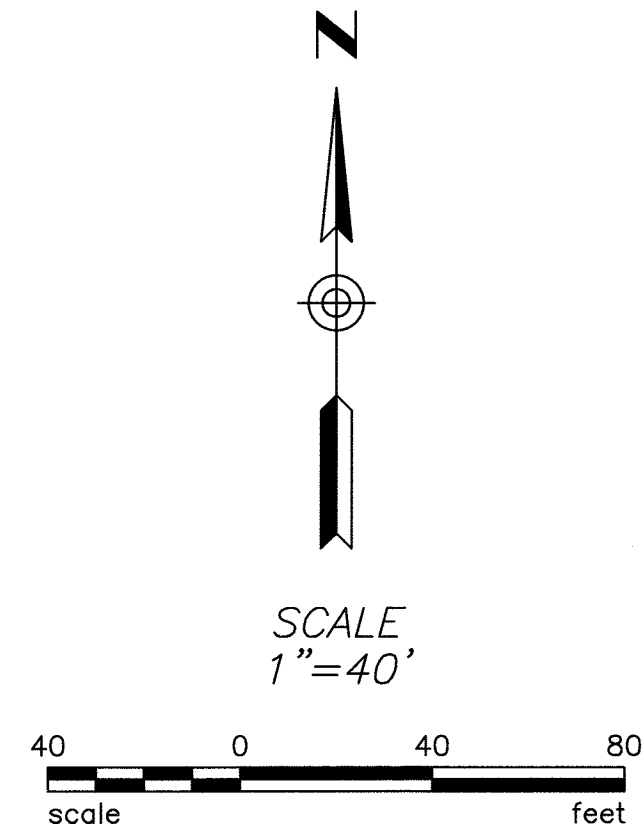


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L8	N45°14'00"E	28.28'
L9	N44°46'00"W	28.28'
L10	N45°14'00"E	28.28'
L11	S44°46'00"E	28.28'
L12	S20°14'00"W	65.87'

LINE TABLE		
LINE #	BEARING	LENGTH
L13	S55°14'00"W	32.77'
L14	N44°46'00"W	28.28'
L15	N62°25'08"E	8.29'
L16	N34°38'45"E	13.47'
L17	S0°13'49"W	113.11'
L18	S34°04'27"W	16.82'
L19	N34°04'27"E	12.27'
L20	N0°13'32"E	113.54'
L21	S0°14'00"W	127.43'
L22	S15°25'29"W	33.23'
L23	S69°46'00"E	26.71'
L24	N69°46'00"W	26.71'

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	10°17'05"	572.50'	102.77'
C2	20°00'00"	150.00'	52.36'
C3	90°00'00"	63.50'	99.75'
C4	20°00'00"	177.50'	61.96'
C5	70°00'00"	63.50'	77.58'
C6	90°00'00"	63.50'	99.75'
C7	20°00'00"	122.50'	42.76'
C8	36°50'11"	46.26'	29.74'
C9	36°54'05"	36.26'	23.35'
C10	49°02'38"	75.42'	64.56'
C11	49°02'38"	65.42'	56.00'

- LEGEND**
- = SECTION LINE
 - = RIGHT OF WAY
 - = EASEMENT DEDICATED HEREON
 - = EXISTING EASEMENT
 - = CENTERLINE
 - = LOT LINE
 - = MATCH LINE
 - ▲ = SET REBAR W/CAP LS 41282 PER MAG DTL. 120
 - ⊙ = BRASS CAP AS NOTED
 - ⊙ = BCF TO BE SET AT COMPLETION OF CONSTRUCTION
 - ⊙ = ASSESSORS PARCEL NUMBER
 - ⊙ = ALUMINUM CAP FLUSH
 - ⊙ = BRASS CAP FLUSH
 - BK. PG. = BOOK PAGE
 DKT. PG. = DOCKET PAGE | DOC. = DOCUMENT | ESMT. = EASEMENT | FND. = FOUND | M.C.R. = MARICOPA COUNTY RECORDER | V.N.A.E. = VEHICLE NON ACCESS EASEMENT | P.U.E. = PUBLIC UTILITY EASEMENT | R/W = RIGHT-OF-WAY | S.V.T. = 30'x30' SIGHT VISIBILITY TRIANGLE | T.C.E. = TEMPORARY CONSTRUCTION EASEMENT |



COUNTY RECORDER

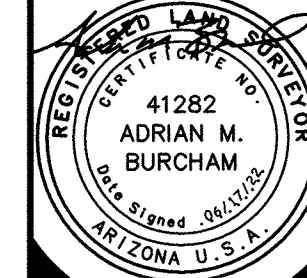
Date
06/17/22
Project No.
19127
Project Manager
ADRIAN BURCHAM

Sht. 3 of 4

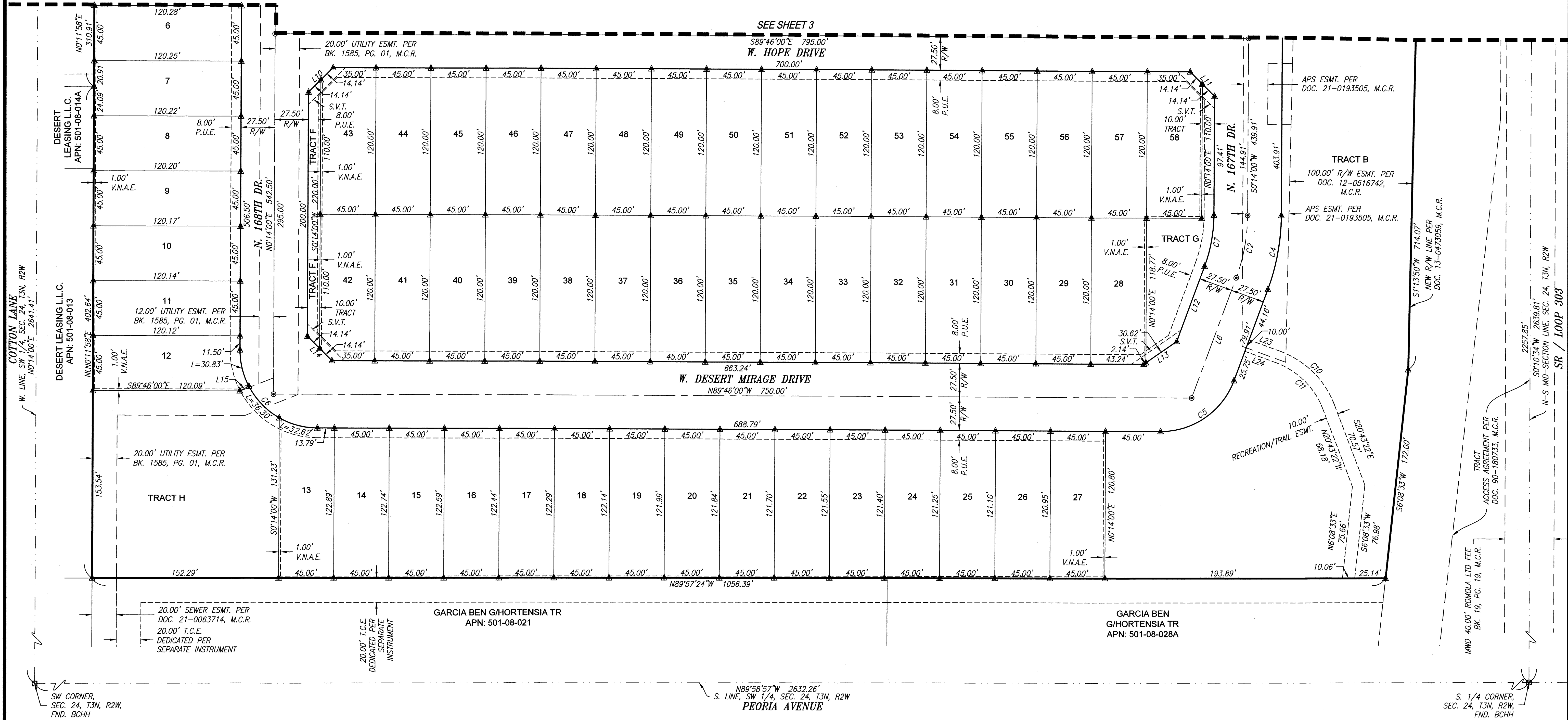
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FINAL PLAT
City of Surprise, Maricopa County, Arizona



FS21-530



LINE TABLE		
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C3	90°00'00"	63.50'	99.75'	S44°46'00"E 89.80'
C4	20°00'00"	177.50'	61.96'	S10°14'00"W 61.65'
C5	70°00'00"	63.50'	77.58'	S55°14'00"W 72.84'
C6	90°00'00"	63.50'	99.75'	N44°46'00"W 89.80'
C7	20°00'00"	122.50'	42.76'	S10°14'00"W 42.54'
C8	36°50'11"	46.26'	29.74'	S16°09'26"W 29.23'
C9	36°54'05"	36.26'	23.35'	N16°11'23"E 22.95'
C10	49°02'38"	75.42'	64.56'	S45°14'41"E 62.61'
C11	49°02'38"	65.42'	56.00'	N45°14'41"W 54.30'

LEGEND

- SECTION LINE
- BOUNDARY - PARCEL E
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- R/W RIGHT-OF-WAY
- S.V.T. 30"x30" SIGHT VISIBILITY TRIANGLE
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT



SCALE
1"=40'



COUNTY RECORDER

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PARADISI - PARCEL D
FINAL PLAT
City of Surprise, Maricopa County, Arizona

Date
06/17/22

Project No.
19127

Project Manager
ADRIAN BURCHAM

Sht: 4 of 4

FS21-530



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

26 November 2019

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon St.
Luke AFB AZ 85309-1629

Ms. Lorraine Nevarez
Planning Project Coordinator
16000 North Civic Center Plaza
Surprise AZ 85374

Re: FS19-787; Sycamore Farms PAD Rezone (APN: 501-07-007, 501-10-001)

Dear Ms. Nevarez

Thank you for the opportunity to provide comments on Sycamore Farms PAD Rezone. The site sits on 231 acres of land located near the southwest corner of Loop 303 Freeway and Cactus Road in Surprise AZ. This proposed development is for 845 lots. The site is approximately 1 miles outside Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. This project with a density of 3.65 du/ac falls within these guidelines and will not negatively impact the flying operations at Luke AFB.

If approved, Sycamore Farms PAD Rezone will be located within the "territory in the vicinity of a military airport," and will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant would be essential to inform potential residents about Luke AFB operations.

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

Sincerely

JAMES R. MITCHELL

cc:

Colonel Scott W. Walker, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing



FS21-530

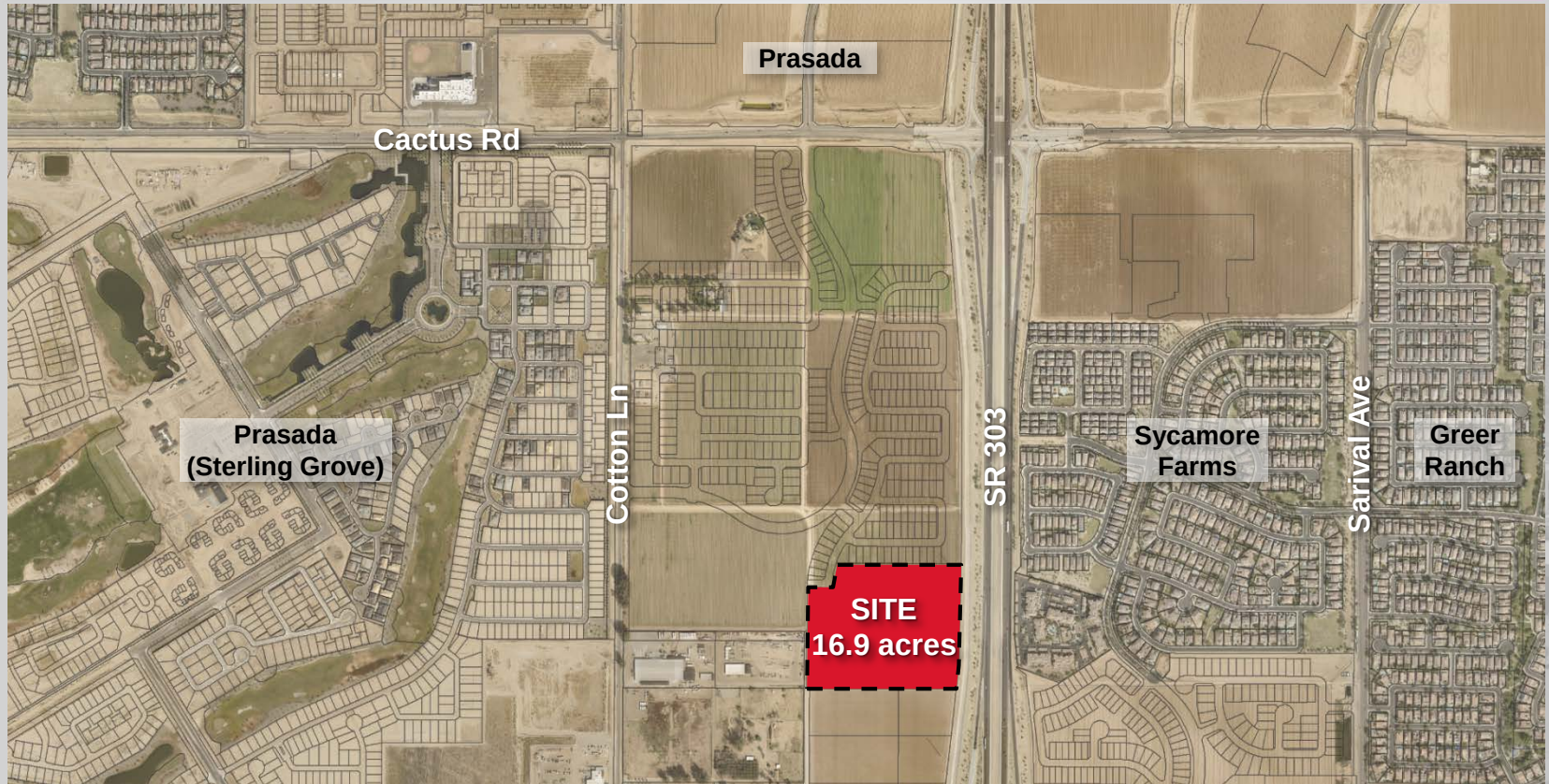
Paradisi Parcel D - Final Plat

City Council – October 4, 2022

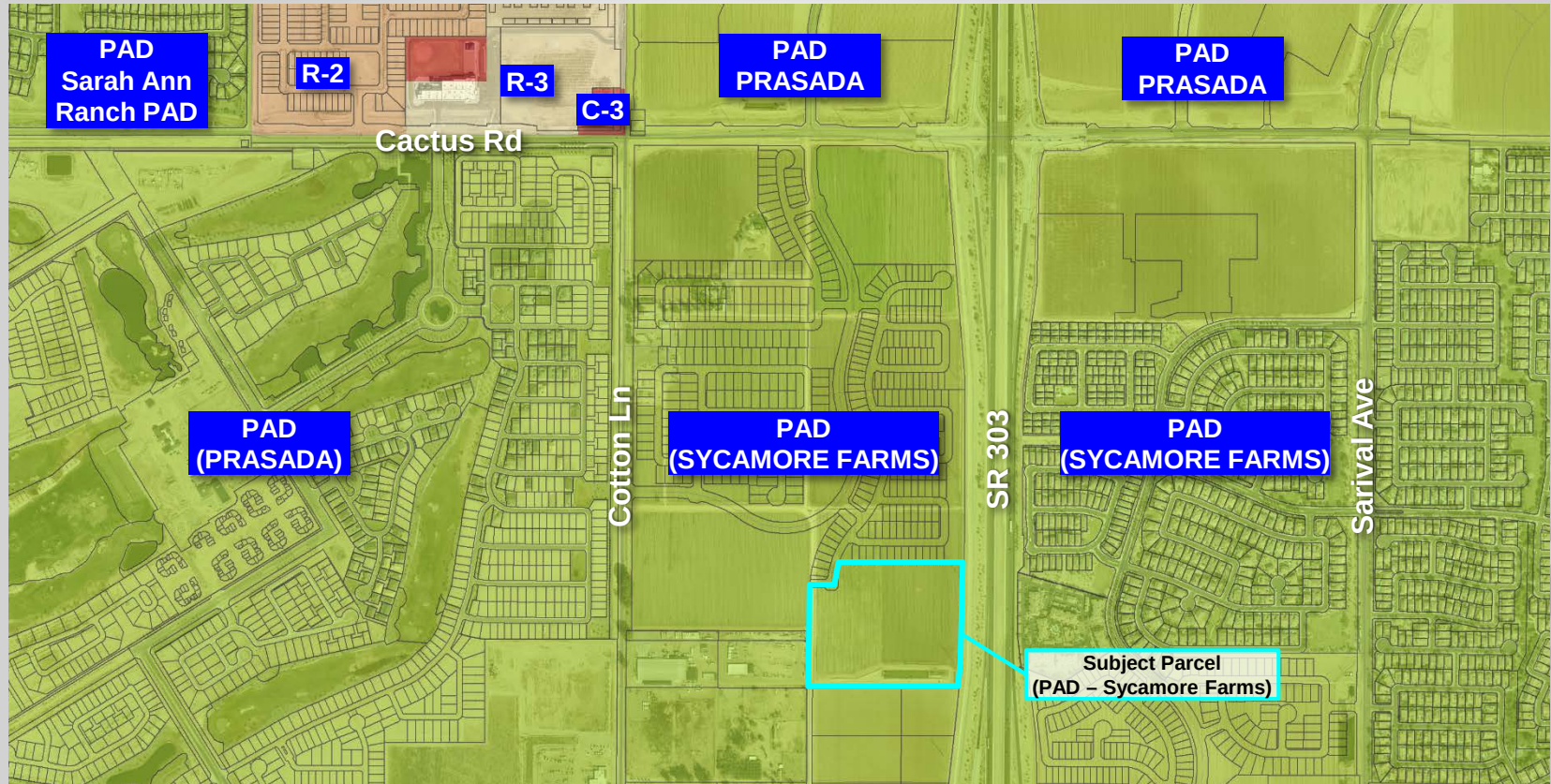
VICINITY MAP

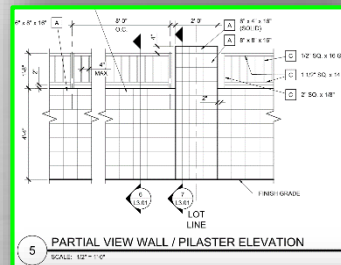
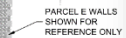


VICINITY MAP

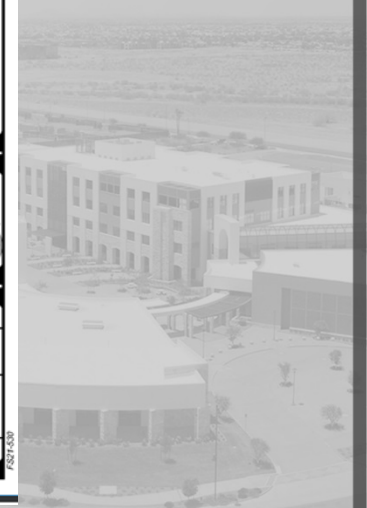


ZONING MAP

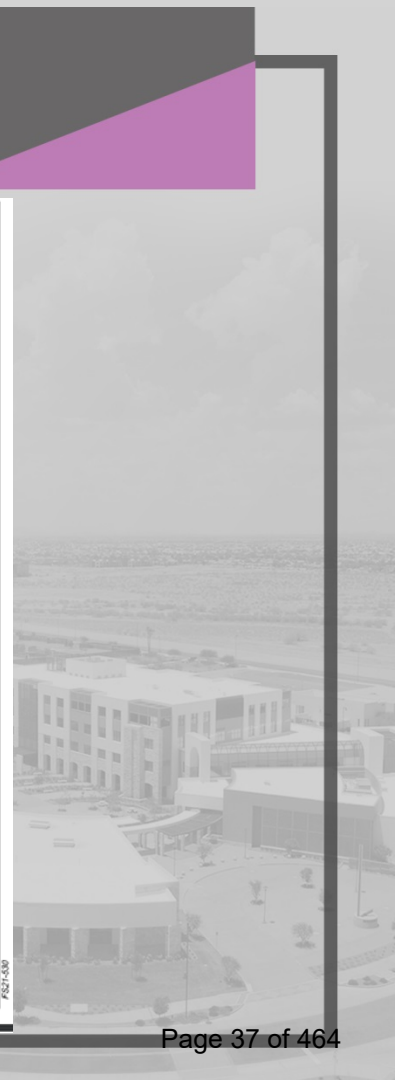




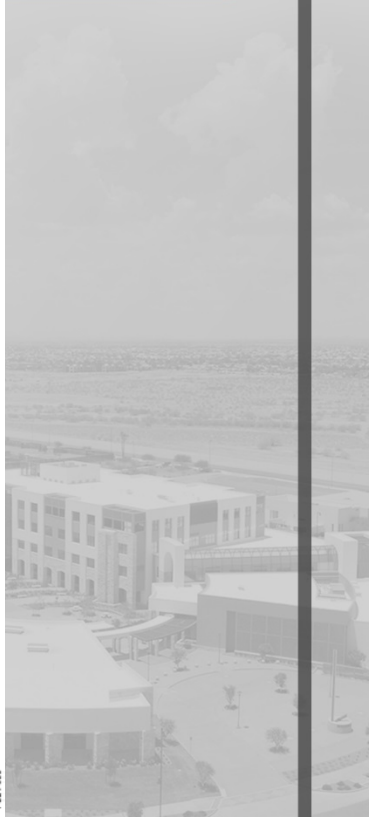
She 2 of 4



FINAL PLAT



FINAL PLAT





QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 4, 2022 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Consideration and action pertaining to approval of the Final Plat entitled, “Estia At Zanjero” a property generally located at the southwest corner of Cactus Road and Perryville Road; Case FS22-0342.

Motion:

I move to approve the Final Plat entitled, “Estia at Zanjero”.

Background:

Hilgart Wilson requests approval of the Final Plat for Estia at Zanjero Trails. The subject property is approximately 18.38 acres and is located at the southwest corner of Cactus Road and Perryville Road. The subject property is zoned Zanjero Trails PAD with underlying zoning of Residential Medium Density (R-2 PAD).

Objective Analysis:

The subject Final Plat meets the requirements of the Zanjero Trails PAD in addition to other applicable City of Surprise regulations. All city reviewing departments have reviewed the request and expressed no concerns. Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The subject Final Plat is consistent with the Zanjero Trails Planned Area Development (PAD) and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-0342 Estia At Zanjero Trails Parcel 11D - Staff Report
 2. 01 - FS22-0342 Estia at Zanjero Trails Parcel 11D - Final Plat - Vicinity Map
 3. 02 - FS22-0342 Estia at Zanjero Trails Parcel 11D - Final Plat - Zoning Map
 4. 03 - FS 22-0342 Estia at Zanjero Trails Parcel 11D - Final Plat - Final Plat
 5. 04 - FS22-0342 Estia at Zanjero Trails Parcel 11D - Final Plat - Luke AFB comments
 6. FS22-0342 Estia @ Zanjero Trails Parcel 11D - Final Plat - Powerpoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-0342

Project Name: Estia at Zanjero Trails Parcel 11D - Final Plat

Council District: 3 - Mesquite

City Council Date: October 4, 2022

Planner: Chris Sexton, Planner II

Owner: TI Investors of Zanjero Trails, LLC

Applicant: HILGARTWILSON, LLC

Request: Final Plat for a 130 detached townhome lot residential subdivision

Site Location: Generally located at the southwest corner of Cactus Road and Perryville Road

Site Size: 18.4 net acres (approx.)

Density: 7.06 DU/Ac.

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

Findings:

- The Final Plat is consistent with the Zanjero Trails PAD.
- The Final Plat is consistent with applicable City of Surprise regulations.
- The Final Plat is in substantial conformance with the Preliminary Plat approved under case FS21-511.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property into 130 detached townhome lots, as proposed.

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

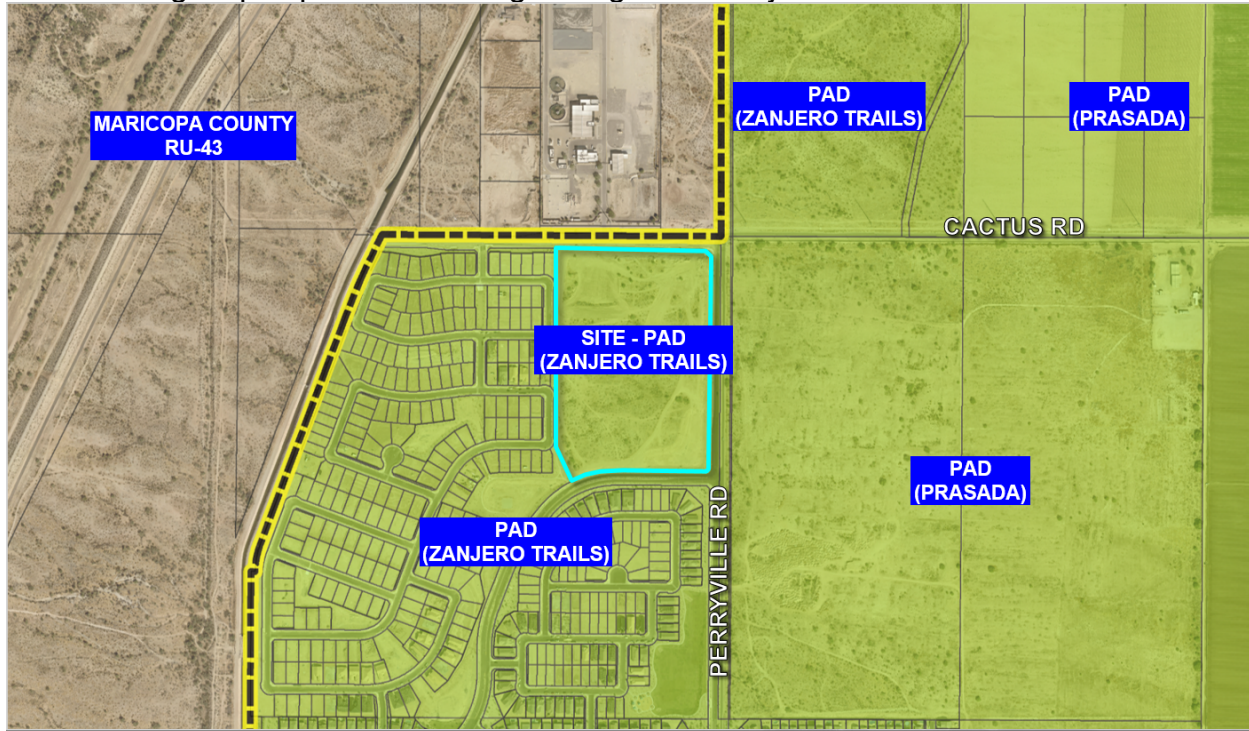
PROJECT DESCRIPTION:

HilgartWilson, LLC requests approval of the Final Plat for Estia at Zanjero Trails. The subject property is approximately 18.4 acres and is located at the southwest corner of Cactus Road and Perryville Road. The property is zoned Zanjero Trails PAD with underlying zoning of Residential Medium Density (R-2 PAD).

The applicant seeks to subdivide the subject property into 130 single-family lots for a net density of 7.06 DU/Ac. The proposal is a build to rent subdivision where the lot products will be detached townhomes on individually platted lots.

SURROUNDING LAND ZONING:

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



Maricopa County (RU-43)	Maricopa County (RU-43)	Zanjero Trails PAD (R1-5)
Zanjero Trails PAD (R1-5)	Zanjero Trails PAD (R-2)	Prasada PAD (PLV-1)
Zanjero Trails (R1-8)	Zanjero Trails PAD (R1-5)	Prasada PAD (PLV-1)

BACKGROUND:

September 11, 2008: The subject lands associated with Zanjero Trails were annexed into the City of Surprise.

September 11, 2008: The Mayor and City Council approved a PAD for the Zanjero Trails PAD under case PAD07-341.

February 17, 2022: The Planning and Zoning Commission voted to recommend approval of the subject Preliminary Plat to the City Council under case FS21-511.

March 8, 2022: The applicant filed a request for a Final Plat under case FS22-0342, the subject case.

ANALYSIS AND DISCUSSION:

The subject request will subdivide the subject property into 130 single-family residential lots, which will be developed as a build-to-rent detached townhome product. The Final Plat is Parcel 9 of the Zanjero Trails PAD. The subject site is designated as R-2 within the PAD, allowing for a minimum 4,000 square foot lots. The proposal includes typical lot dimensions of 40' x 106' and an average lot size of 4,370 square feet. The development standards are listed in the table below.

DEVELOPMENT STANDARDS TABLE – ZANJERO TRAILS PAD, 07-341, OR SUBSEQUENT AMENDMENTS	
ZONING	R-2 PAD
TYPICAL LOT	40'X106'
MIN. AREA	4,240
MIN. WIDTH	40'
MIN. DEPTH	106'
BUILDING SETBACKS	
(1) FRONT, STRUCTURE TO PRIVATE ACCESSWAY	12' (1)
SIDE	5'/5'
STREET SIDE	13'
REAR	5'
REAR ADJ. TO ARTERIAL	15'

*(1) 18' FOR FRONT FACING GARAGE TO
PRIVATE ACCESSWAY.

Access

Two points of access to the neighborhood will be from 188th Avenue via Cactus Road and Laurel Lane via Perryville Road.

Open Space & Landscaping

With an open space requirement of 10% (per Title 17), the proposed 22.66% open space, or 5.33 acres, well exceeds the minimum standard. Of that, 2.44 acres will be active open space and 2.89 acres will be passive open space. The site will be well landscaped and meet all applicable standards of the PAD and other City codes.

Walls

Primary Theme Walls will consist of 7-foot high split-face CMU panels with a split-face cap, punctuated by masonry columns finished with stone veneer. The Secondary Theme Wall will consist of the same panel configuration, but will have split-face CMU columns. There will also be a wrought iron fence around the perimeter of the pool with CMU columns to match the Secondary Theme Wall.

Utility and Services Table:

Water:	EPCOR Water
Wastewater:	City of Surprise
School District:	Dysart Unified

Conformance with Adopted Plans:

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

Reviewing Agencies:

The request was routed to internal and external agencies, who indicated no objections to the request.

Summary:

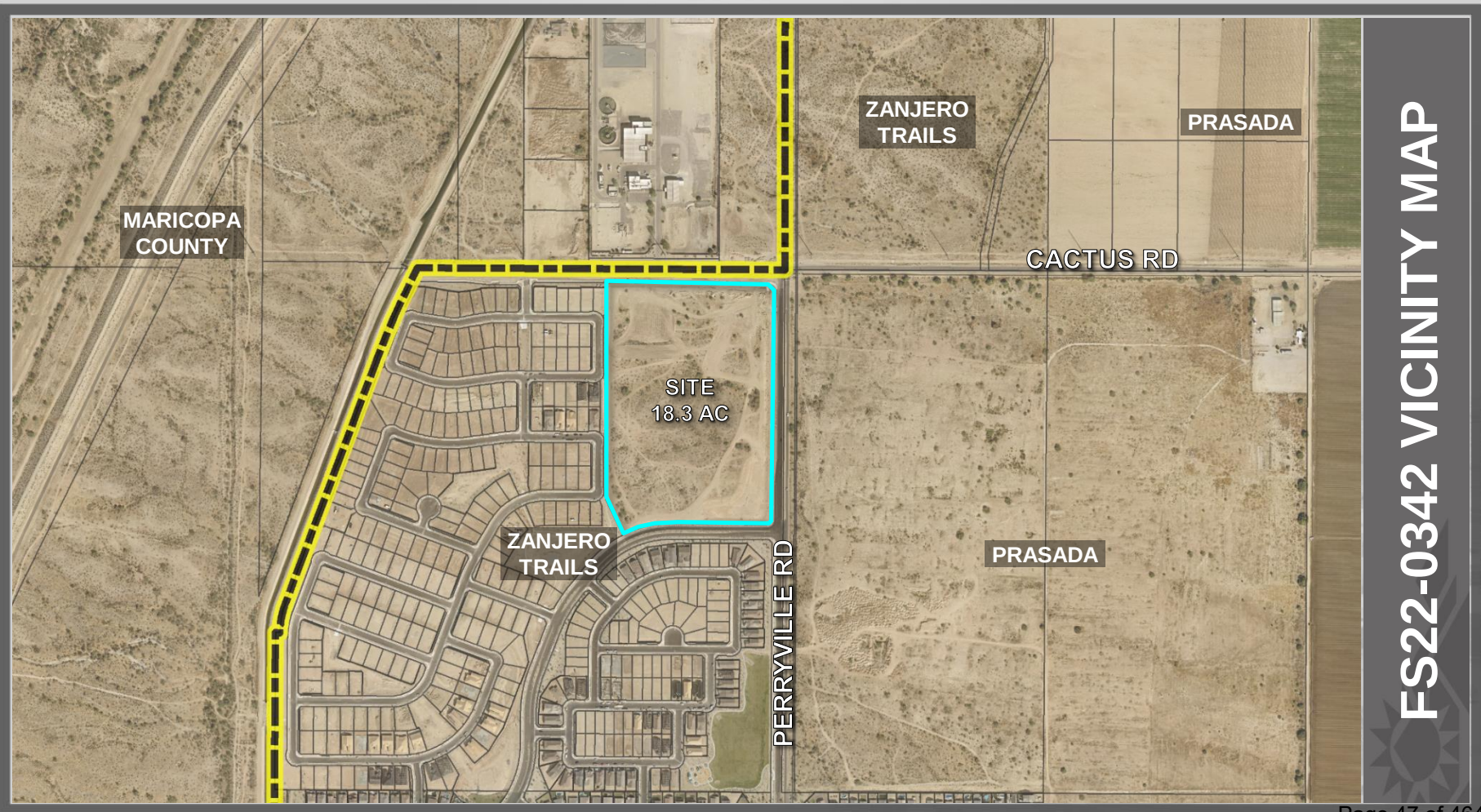
The subject Final Plat meets the requirements of the Zanjero Trails PAD. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

- The Final Plat is consistent with the Zanjero Trails PAD.
- The Final Plat is consistent with applicable City of Surprise regulations.
- The Final Plat is in substantial conformance with the Preliminary Plat approved under case FS21-511.
- The reviewing agencies have indicated no objections to the request.

Attachments:

134 00 Staff Report
135 01 Vicinity Map
136 02 Zoning Map
137 03 Final Plat
138 04 Luke AFB comments
139 PPT



FS22-0342 VICINITY MAP

MARICOPA COUNTY
RU-43

PAD
(ZANJERO TRAILS)

PAD
(PRASADA)

CACTUS RD

SITE - PAD
(ZANJERO TRAILS)

PAD
(ZANJERO TRAILS)

PAD
(PRASADA)

PERRYVILLE RD

FS22-0342 ZONING MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:

TI INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "ESTIA AT ZANJERO TRAILS", BEING LOCATED IN A PORTION THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "ESTIA AT ZANJERO TRAILS" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

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

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

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

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

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

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

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

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

THE CITY OF SURPRISE AGREES TO INDEMNIFY TI INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLEY FROM THE NEGLIGENCE, WILLFUL, MALICIOUS OR GROSSLY NEGLIGENT CONDUCT OF TI INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF ITS SUCCESSORS.

IN WITNESS WHEREOF:

TI INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2022.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2022, BEFORE ME, _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF TI INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

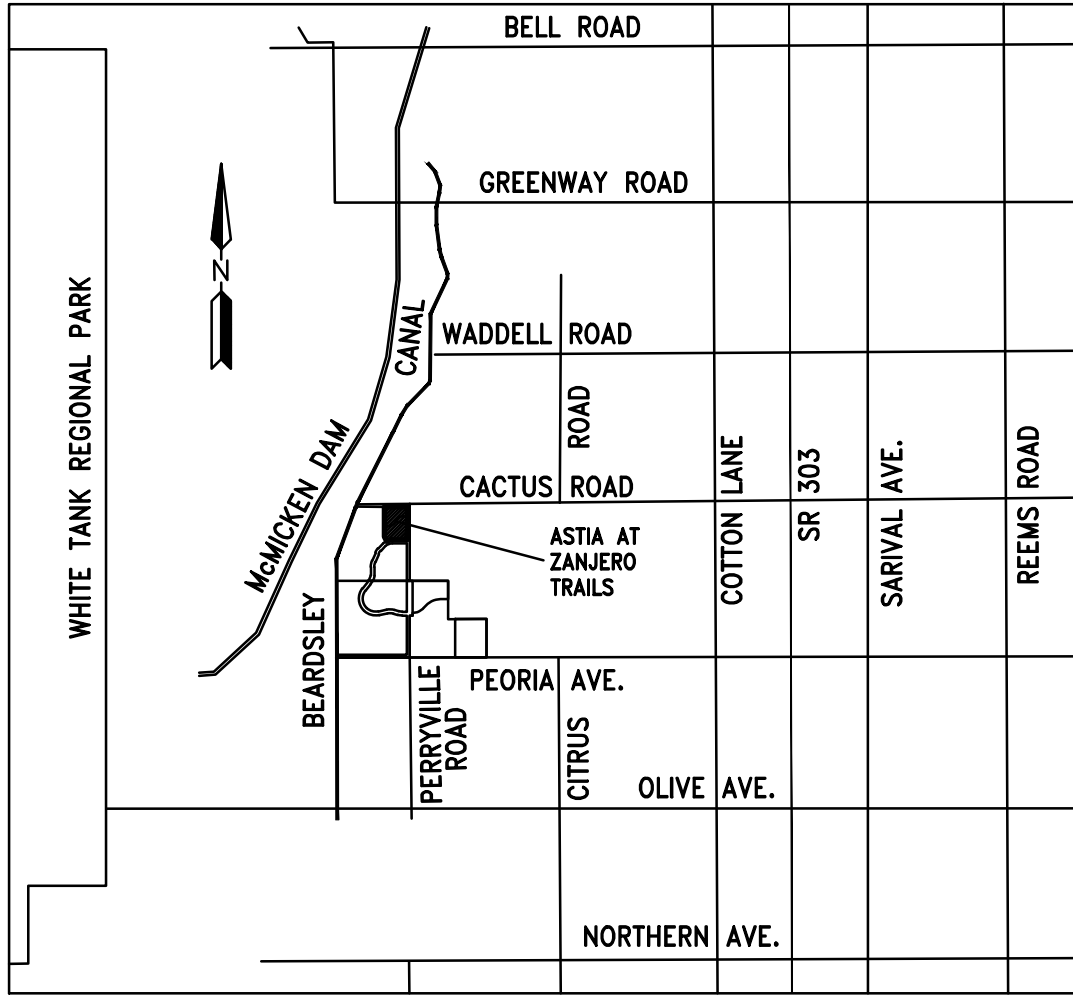
IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC MY COMMISSION EXPIRES _____

FINAL PLAT
OF
ESTIA AT ZANJERO TRAILS
SURPRISE, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

OWNER

TI INVESTORS OF ZANJERO TRAILS, LLC
706 E BELL ROAD SUITE 212
GLENDALE, ARIZONA 85022
CONTACT: KEVIN KIESL
PHONE: (602) 996-6800
EMAIL: KKIESL@HBTZ.COM

DEVELOPER

KM DEVELOPMENT, CORP.
706 EAST BELL ROAD, SUITE 212
PHOENIX, ARIZONA 85022
PHONE: (602) 996-6800
CONTACT: KEVIN KIESL
EMAIL: KKIESL@HBTZ.COM

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: BRIAN J. BENEDICT, RLS

SHEET INDEX

FP01 COVER SHEET
FP02 NOTES & LEGAL DESCRIPTION
FP03 SHEET INDEX MAP,
LOT/TRACT AREA TABLE &
VISIBILITY DETAIL
FP04-FP05 FINAL PLAT

BASIS OF BEARING

BASIS OF BEARING IS S00°20'07"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BETWEEN THE MONUMENTS AS SHOWN HEREON. PER MAP OF DEDICATION RECORDED IN BOOK 1440, PAGE 32 OF MARICOPA COUNTY RECORDS.

CERTIFICATE OF ASSURED WATER SUPPLY

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

_____, 27-701231.0000 MARCH 21, 2022
CERTIFICATION NUMBER DATE

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2022, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

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

THIS ____ DAY OF _____, 2022.

ATTEST:

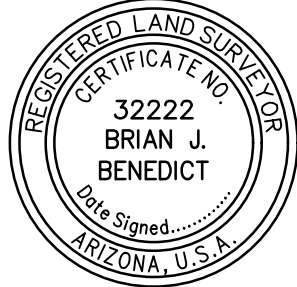
MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JANUARY 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com



NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

ESTIA AT ZANJERO TRAILS
CACTUS ROAD & PERRYVILLE ROAD
SURPRISE, ARIZONA
FINAL PLAT

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STATUS: _____
MUNICIPAL TRACKING NO: **FS22-0342**
PROJ. NO.: 1078
DATE: AUG 2022
SCALE: NONE
DRAWN: GS
APPROVED: BJB

DWG. NO.
FP01
SHT. 1 OF 5

NOTICE OF INTERGOVERNMENTAL AGREEMENT

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

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

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

PUBLIC NOTICE:

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

RELEASE OF LIABILITY

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

TO INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE, OR, IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED BY THE CITY OF SURPRISE, (3) MAINTENANCE OF THE AREAS WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/ OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

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

THE CITY OF SURPRISE AGREES TO INDEMNIFY IT INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM THE NEGLIGENT, WILLFUL, MALICIOUS OR GROSSLY NEGLIGENT CONDUCT OF IT INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF ITS SUCCESSORS.

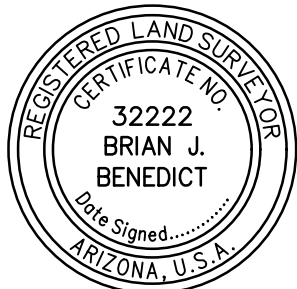
LEGAL DESCRIPTION

A PARCEL OF LAND BEING SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP AS ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION FROM WHICH A FOUND BRASS CAP ACCEPTED AS THE EAST QUARTER CORNER THEREOF BEARS SOUTH 00°20'07" WEST, 2637.05 FEET; THENCE SOUTH 00°20'07" WEST, 95.07 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE LEAVING SAID EAST LINE, NORTH 89°39'53" WEST, 55.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF N. PERRYVILLE ROAD AS SHOWN ON THE ZANJERO TRAILS PHASE 2-PARCEL 11 MAP OF DEDICATION FILED AS BOOK 1440, PAGE 32 RECORDS OF MARICOPA COUNTY, ARIZONA BEING THE **POINT OF BEGINNING**; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID WEST RIGHT-OF-WAY; THENCE SOUTH 00°20'07" WEST, 944.90 FEET; THENCE SOUTH 05°14'20" WEST, 35.09 FEET; THENCE SOUTH 00°20'07" WEST, 191.34 FEET; THENCE SOUTH 45°20'07" WEST, 22.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF W. JENAN DRIVE OF SAID PLAT; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID NORTH RIGHT-OF-WAY LINE THENCE LEAVING SAID WEST RIGHT-OF-WAY, NORTH 89°39'53" WEST, 489.04 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°54'12", AN ARC LENGTH OF 253.56 FEET TO A NON-TANGENT LINE ALSO BEING THE SOUTHEASTERLY CORNER OF THE ZANJERO TRAILS PHASE 2-PARCEL 11A FINAL PLAT FILED AS BOOK 1440, PAGE 39 RECORDS OF MARICOPA COUNTY, ARIZONA; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE EAST LINE OF SAID PLAT; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 26°34'05" WEST, 197.36 FEET; THENCE NORTH 00°00'00" EAST, 1095.54 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CACTUS ROAD ON SHOWN ON SAID ZANJERO TRAILS PHASE 2-PARCEL 11 MAP OF DEDICATION FILED AS BOOK 1440, PAGE 32 RECORDS OF MARICOPA COUNTY, ARIZONA; THENCE THE FOLLOWING SIX (6) COURSES ALONG SAID SOUTH RIGHT-OF-WAY; THENCE LEAVING SAID EAST LINE, SOUTH 89°44'29" EAST, 576.70 FEET; THENCE SOUTH 84°39'24" EAST, 45.13 FEET; THENCE SOUTH 89°44'29" EAST, 192.13 FEET; THENCE SOUTH 44°42'11" EAST, 12.72 FEET; THENCE SOUTH 89°44'29" EAST, 11.31 FEET; THENCE SOUTH 44°42'11" EAST, 19.79 FEET TO THE **POINT OF BEGINNING**.

NOTES

3. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30' ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET) (SEE CITY OF SURPRISE AZ. ENGINEERING DEVELOPMENT STANDARDS DETAIL NO. 4-02)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. LANDSCAPING WITHIN TRACTS A, B, C, D, E, F, G, H, I AND J WILL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
9. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
11. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
12. THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE SHADED ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1655L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
13. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
14. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.



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STATUS:

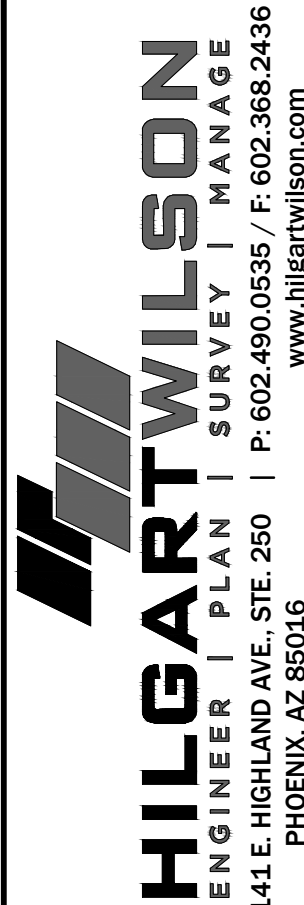
MUNICIPAL TRACKING NO:

DRAWN: GS

APPROVED: BJB

ESTIA AT ZANJERO TRAILS
CACTUS ROAD & PERRYVILLE ROAD
SURPRISE, ARIZONA

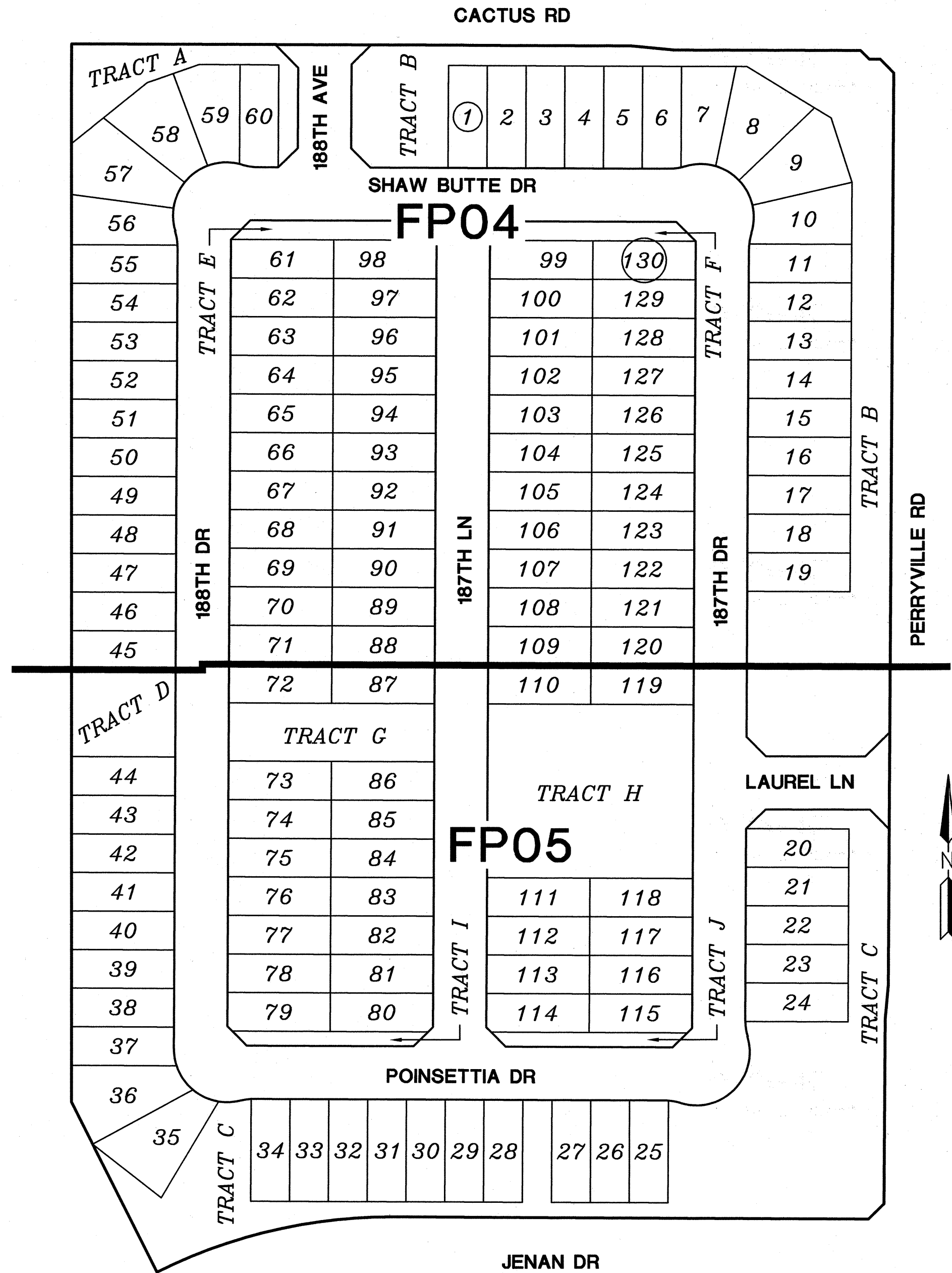
FINAL PLAT



DWG. NO.

FP02

SHT. 2 OF 5



SHEET INDEX MAP
N.T.S.

SIGHT VISIBILITY TRIANGLES NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.

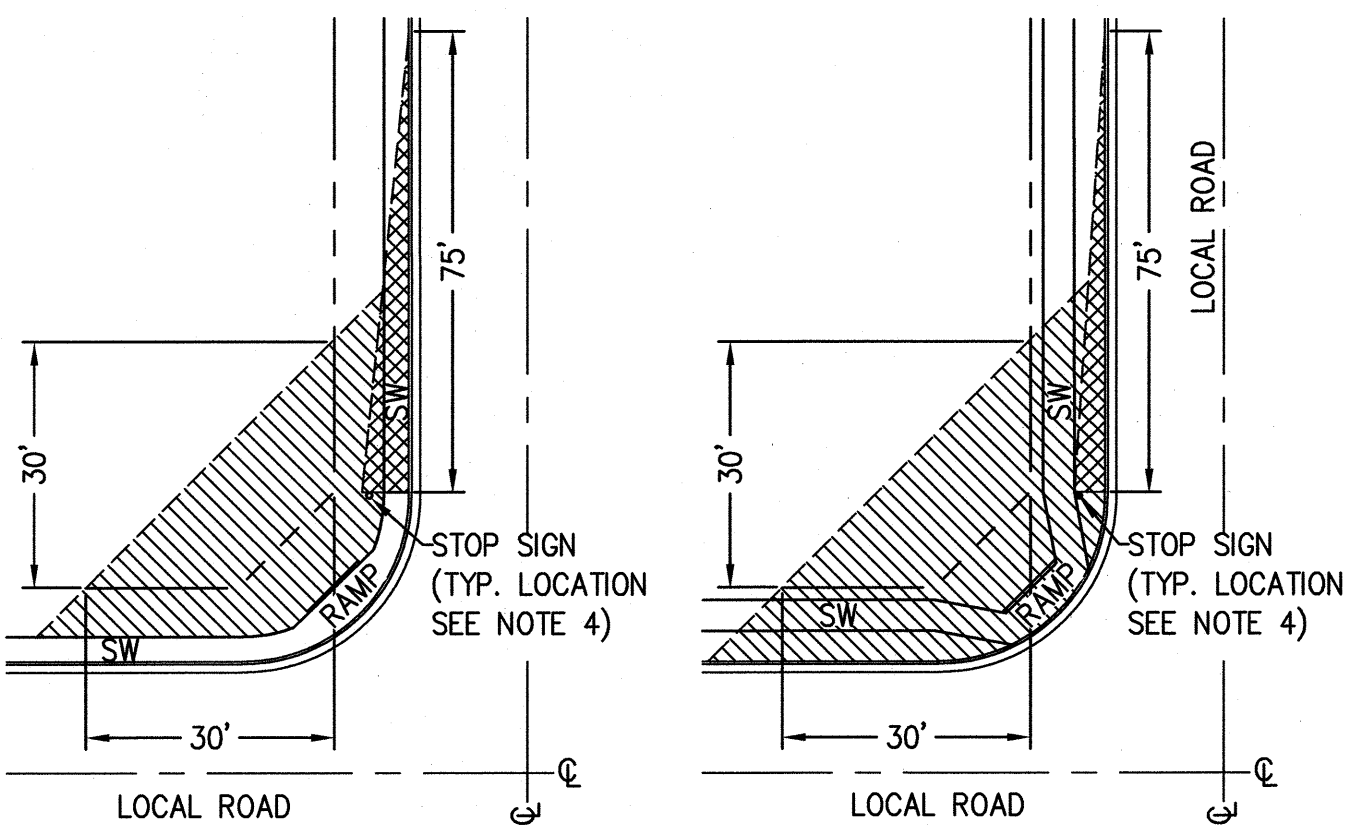
2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCR OACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.



**LOCAL STREET
SIGHT VISIBILITY TRIANGLES**

- UNOBSTRUCTED VIEW EASEMENT AREA
(SEE NOTE #3)
- NO VEGETATION OVER 30 INCHES IN HEIGHT

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	0.2526	COMMON AREA & WATER EASEMENT
TRACT B	1.6616	COMMON AREA & DRAINAGE
TRACT C	1.7214	COMMON AREA, DRAINAGE & SEWER EASEMENT
TRACT D	0.2218	COMMON AREA & DRAINAGE
TRACT E	0.0882	COMMON AREA
TRACT F	0.0882	COMMON AREA
TRACT G	0.2920	COMMON AREA & DRAINAGE
TRACT H	0.8760	COMMON AREA & DRAINAGE
TRACT I	0.0644	COMMON AREA
TRACT J	0.0644	COMMON AREA

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

SITE SUMMARY TABLE		
OVERALL GROSS AREA	1,024,870 SQ.FT.	23.5278 AC.
OVERALL NET AREA	800,785 SQ.FT.	18.3835 AC.
TOTAL NUMBER OF LOTS: SINGLE FAMILY	130	
TOTAL LOT AREA	568,587 SQ.FT.	13.0530 AC.
TOTAL OPEN SPACE	232,198 SQ.FT.	5.3305 AC.
TOTAL NET PERCENTAGE OF OPEN SPACE (%)	22.66	
RIGHT OF WAY AREA	224,085 SQ.FT.	5.1443 AC.
AVERAGE LOT SIZE (SF)	4,370	
MINIMUM LOT WIDTH (FT)	40	
MINIMUM LOT DEPTH (FT)	106	
DENSITY (DU/AC): PER GROSS AREA	5.53	

DEVELOPMENT STANDARDS TABLE - ZANJERO TRAILS PAD, 07-341, OR SUBSEQUENT AMENDMENTS	
ZONING	R-2 PAD
TYPICAL LOT	40'X106'
MIN. AREA	4,240
MIN. WIDTH	40'
MIN. DEPTH	106'
BUILDING SETBACKS	
(1) FRONT, STRUCTURE TO PRIVATE ACCESSWAY	12' (1)
SIDE	5'/5'
STREET SIDE	13'
REAR	5'
REAR ADJ. TO ARTERIAL	15'

*(1) 18' FOR FRONT FACING GARAGE TO PRIVATE ACCESSWAY.

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	4240	0.0973
LOT : 2	4240	0.0973
LOT : 3	4240	0.0973
LOT : 4	4240	0.0973
LOT : 5	4240	0.0973
LOT : 6	4234	0.0972
LOT : 7	4739	0.1088
LOT : 8	6288	0.1443
LOT : 9	6346	0.1457
LOT : 10	5361	0.1231
LOT : 11	4240	0.0973
LOT : 12	4240	0.0973
LOT : 13	4240	0.0973
LOT : 14	4240	0.0973
LOT : 15	4240	0.0973
LOT : 16	4240	0.0973
LOT : 17	4240	0.0973
LOT : 18	4240	0.0973
LOT : 19	4240	0.0973
LOT : 20	4240	0.0973
LOT : 21	4240	0.0973
LOT : 22	4240	0.0973

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 67	4240	0.0973
LOT : 68	4240	0.0973
LOT : 69	4240	0.0973
LOT : 70	4240	0.0973
LOT : 71	4240	0.0973
LOT : 72	4240	0.0973
LOT : 73	4240	0.0973
LOT : 74	4240	0.0973
LOT : 75	4240	0.0973
LOT : 76	4240	0.0973
LOT : 77	4240	0.0973
LOT : 78	4240	0.0973
LOT : 79	4228	0.0971
LOT : 80	4228	0.0971
LOT : 81	4240	0.0973
LOT : 82	4240	0.0973
LOT : 83	4240	0.0973
LOT : 84	4240	0.0973
LOT : 85	4240	0.0973
LOT : 86	4240	0.0973
LOT : 87	4240	0.0973
LOT : 88	4240	0.0973

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 23	4240	0.0973
LOT : 24	4240	0.0973
LOT : 25	4240	0.0973
LOT : 26	4240	0.0973
LOT : 27	4240	0.0973
LOT : 28	4240	0.0973
LOT : 29	4240	0.0973
LOT : 30	4240	0.0973
LOT : 31	4240	0.0973
LOT : 32	4240	0.0973
LOT : 33	4240	0.0973
LOT : 34	4240	0.0973
LOT : 35	6501	0.1493
LOT : 36	6541	0.1502
LOT : 37	4248	0.0975
LOT : 38	4239	0.0973
LOT : 39	4246	0.0975
LOT : 40	4253	0.0976
LOT : 41	4260	0.0978
LOT : 42	4268	0.0980
LOT : 43	4275	0.0981
LOT : 44	4282	0.0983

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 89	4240	0.0973
LOT : 90	4240	0.0973
LOT : 91	4240	0.0973
LOT : 92	4240	0.0973
LOT : 93	4240	0.0973
LOT : 94	4240	0.0973
LOT : 95	4240	0.0973
LOT : 96	4240	0.0973
LOT : 97	4240	0.0973
LOT : 98	4240	0.0973
LOT : 99	4240	0.0973
LOT : 100	4240	0.0973
LOT : 101	4240	0.0973
LOT : 102	4240	0.0973
LOT : 103	4240	0.0973
LOT : 104	4240	0.0973
LOT : 105	4240	0.0973
LOT : 106	4240	0.0973
LOT : 107	4240	0.0973
LOT : 108	4240	0.0973
LOT : 109	4240	0.0973
LOT : 110	4240	0.0973

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 45	4306	0.0988
LOT : 46	4313	0.0990
LOT : 47	4320	0.0992
LOT : 48	4327	0.0993
LOT : 49	4335	0.0995
LOT : 50	4342	0.0997
LOT : 51	4349	0.0998
LOT : 52	4356	0.1000
LOT : 53	4363	0.1002
LOT : 54	4371	0.1003
LOT : 55	4378	0.1005
LOT : 56	4803	0.1103
LOT : 57	6766	0.1553
LOT : 58	5979	0.1373
LOT : 59	5272	0.1210
LOT : 60	4218	0.0968
LOT : 61	4240	0.0973
LOT : 62	4240	0.0973
LOT : 63	4240	0.0973
LOT : 64	4240	0.0973
LOT : 65	4240	0.0973
LOT : 66	4240	0.0973

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 111	4240	0.0973
LOT : 112	4240	0.0973
LOT : 113	4240	0.0973
LOT : 114	4228	0.0971
LOT : 115	4228	0.0971
LOT : 116	4240	0.0973
LOT : 117	4240	0.0973
LOT : 118	4240	0.0973
LOT : 119	4240	0.0973
LOT : 120	4240	0.0973
LOT : 121	4240	0.0973
LOT : 122	4240	0.0973
LOT : 123	4240	0.0973
LOT : 124	4240	0.0973
LOT : 125	4240	0.0973
LOT : 126	4240	0.0973
LOT : 127	4240	0.0973
LOT : 128	4240	0.0973
LOT : 129	4240	0.0973
LOT : 130	4240	0.0973



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ESTIA AT ZANJERO TRAILS

CACTUS ROAD & PERRYVILLE ROAD

SURPRISE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1078

DATE: AUG 2022

SCALE: NONE

DRAWN: GS

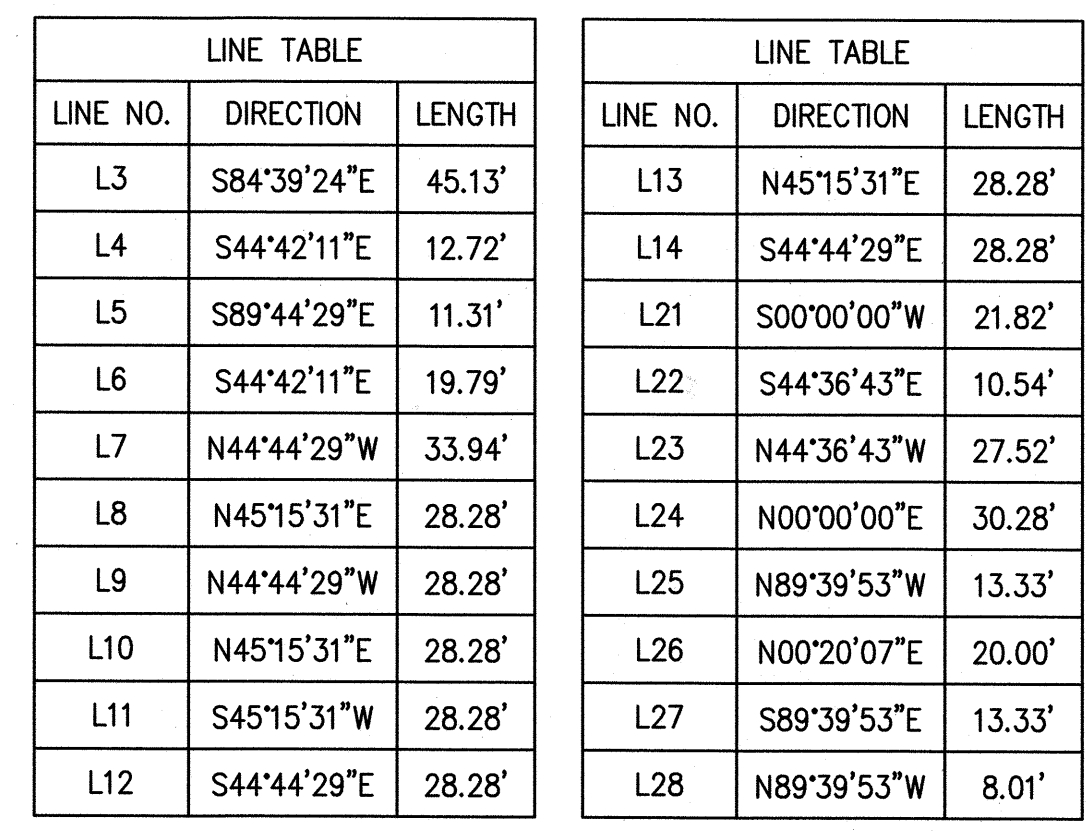
APPROVED: BUB

MUNICIPAL TRACKING NO:
FS22-0342

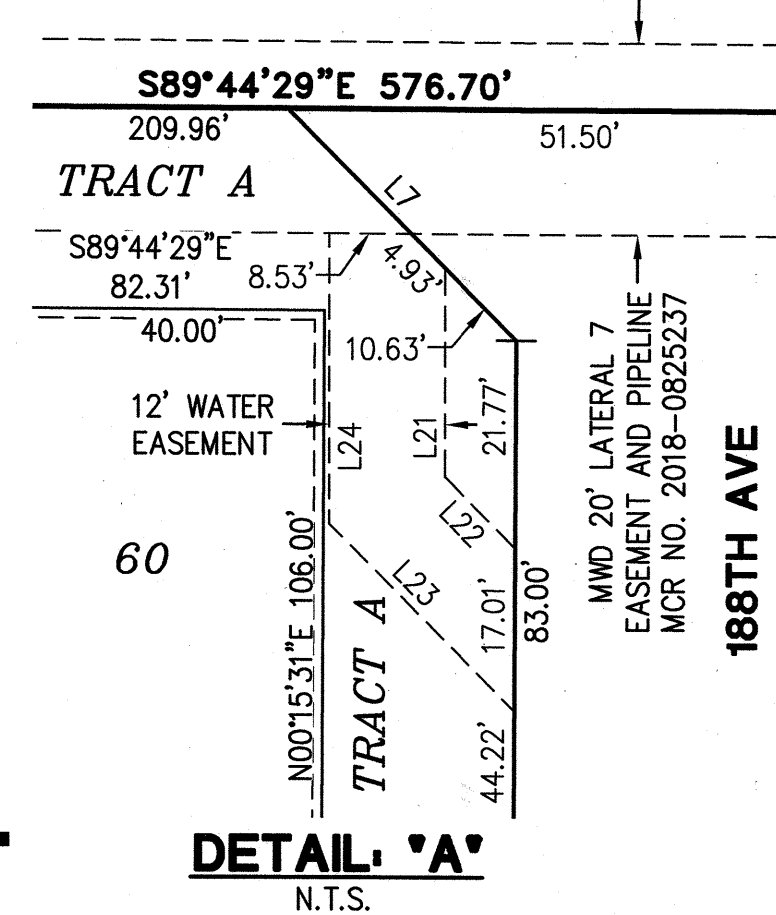
DWG. NO.

FP03

SHT. 3 OF 5



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	55.00'	1720'29"	16.65'
C2	55.00'	124'40"58"	119.69'
C3	55.00'	1720'29"	16.65'
C4	55.00'	1720'29"	16.65'
C5	55.00'	124'40"58"	119.69'
C6	55.00'	1720'29"	16.65'



	FOUND MONUMENT AS NOTED
☒	FOUND BRASS CAP IN HAND HOLE
●	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
●	BRASS CAP FLUSH PER MAG. STD. DTL. 120 TYPE "B"
— — — — —	BOUNDARY LINE
— — — — —	SECTION LINE
— — — — —	CENTER LINE
— — — — —	RIGHT OF WAY
— — — — —	PARCEL LINE
— — — — —	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SWE	SIDEWALK EASEMENT
S.V.T.	SIGHT VISIBILITY TRIANGLE
M.U.T.E.	MULTI-USE TRAIL EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30X30 S.V.T. EASEMENT

SHEET NO.		DWG. NO.	
1 OF 5		FP04	
PROJECT NAME		MUNICIPAL TRACKING NO:	
ESTIA AT ZANJERO TRAILS		FS22-0342	
CACTUS ROAD & PERRYVILLE ROAD SURPRISE, ARIZONA			
FINAL PLAT			
STATUS:		APPROVED: BJB	
DATE: AUG. 2022			
SCALE: AS SHOWN			
DRAWN: GS			
PROJECT LOCATION			
2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016			
P: 602.490.0535 / F: 602.368.2436 www.hilgartwilson.com			

Christina Sexton

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Thursday, March 10, 2022 12:35 PM
To: Lorraine Nevarez
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS22-0342 FINAL PLAT ESTIA@ZANJERO TRAILS - NEW SUBMITTAL
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Lorraine,

Thank you for allowing Luke AFB to make comments on the FINAL PLAT ESTIA@ZANJERO TRAILS Application. The site is located approximately 4 miles outside the Luke AFB 1988 JLUS 65 DNL, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform residents about Luke AFB operations.

Respectfully,

Mark James

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

From: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Sent: Tuesday, March 8, 2022 12:23 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Maricopa) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza - MAG <AGarza@azmag.gov>; Bob Woodring - TEMPX <Bob.Woodring@mail.maricopa.gov>; Brad Finke - EPCOR <bfinke@epcor.com>; Chris Cain - MWD <chrisc@mwdaz.com>; Debbie Trasancos - MWD <debbiet@mwdaz.com>; Douglas Kirkland - Epcor <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy - ADOT <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay O'Neill, AICP, CFM <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Peter Hughes - FCDX <PeterHughes@mail.maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Subject: [URL Verdict: Neutral][Non-DoD Source] FS22-0342 FINAL PLAT ESTIA@ZANJERO TRAILS - NEW SUBMITTAL

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

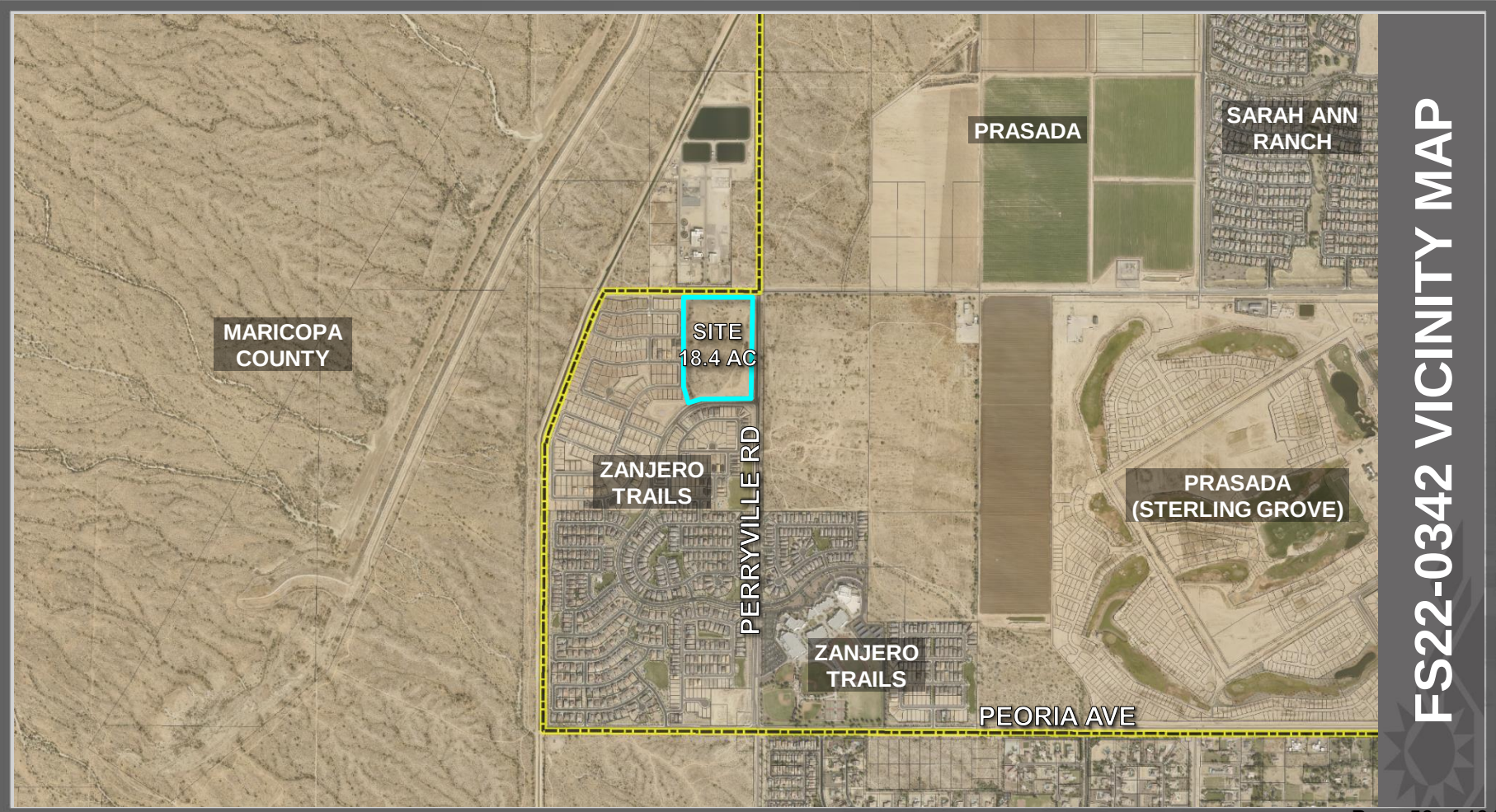
Best regards,



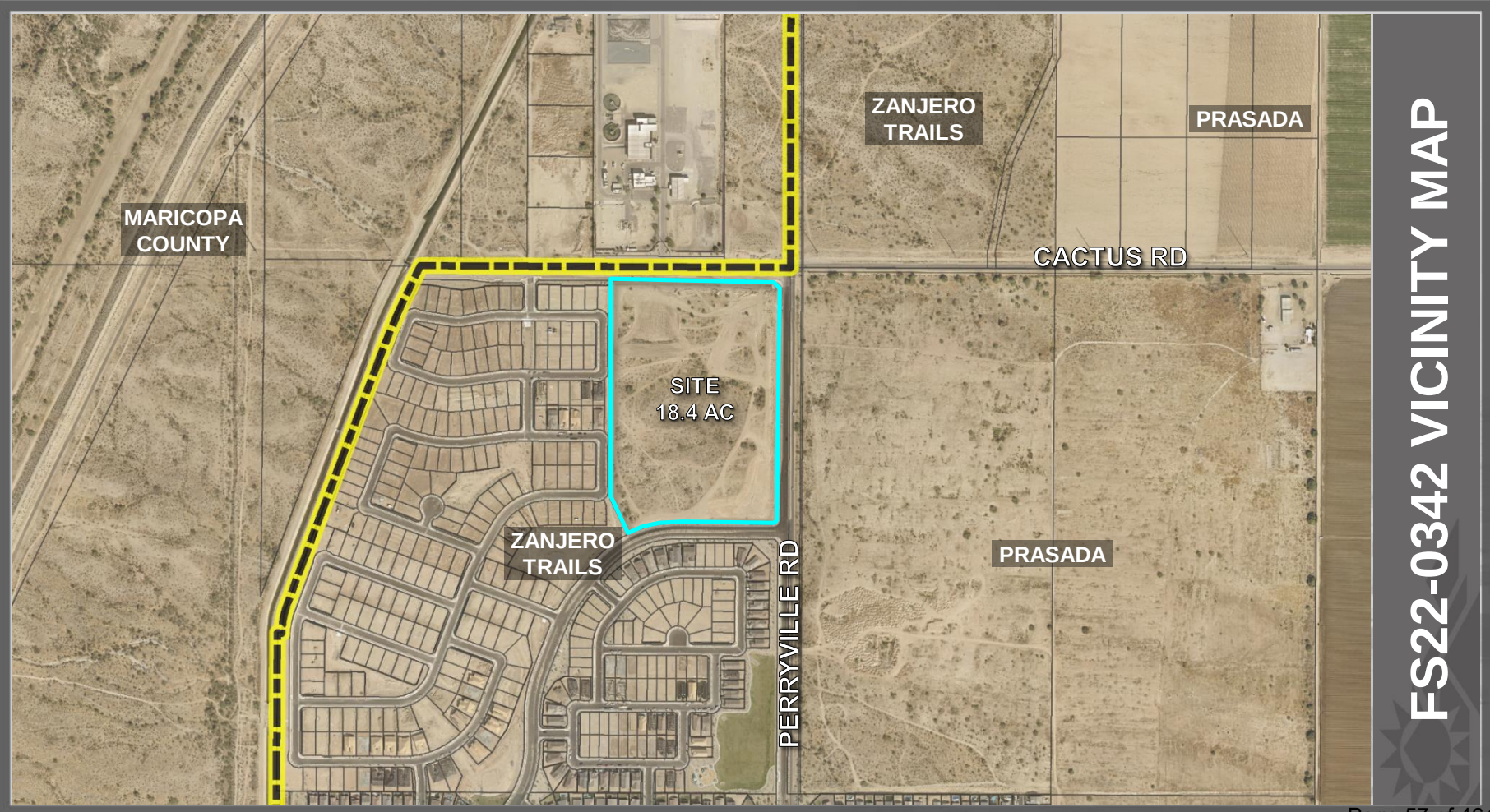
FS22-0342

Estia at Zanjero Trails Parcel 11D- Final Plat

City Council – October 4, 2022



FS22-0342 VICINITY MAP



FS22-0342 VICINITY MAP

MARICOPA COUNTY
RU-43

PAD
(ZANJERO TRAILS)

PAD
(PRASADA)

CACTUS RD

SITE - PAD
(ZANJERO TRAILS)

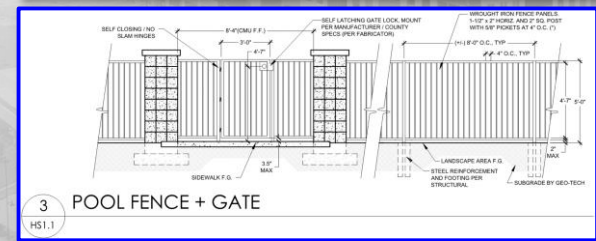
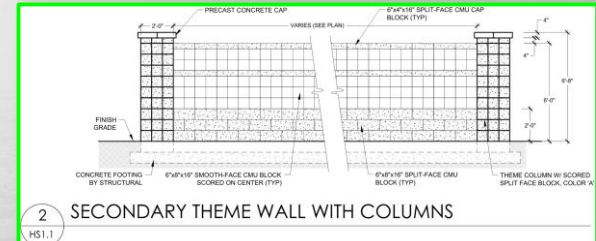
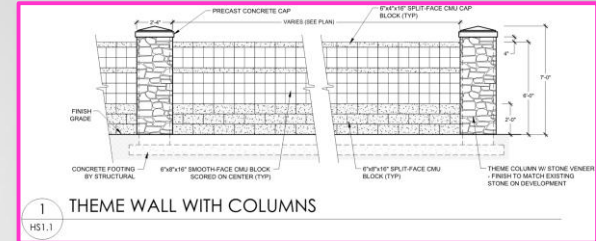
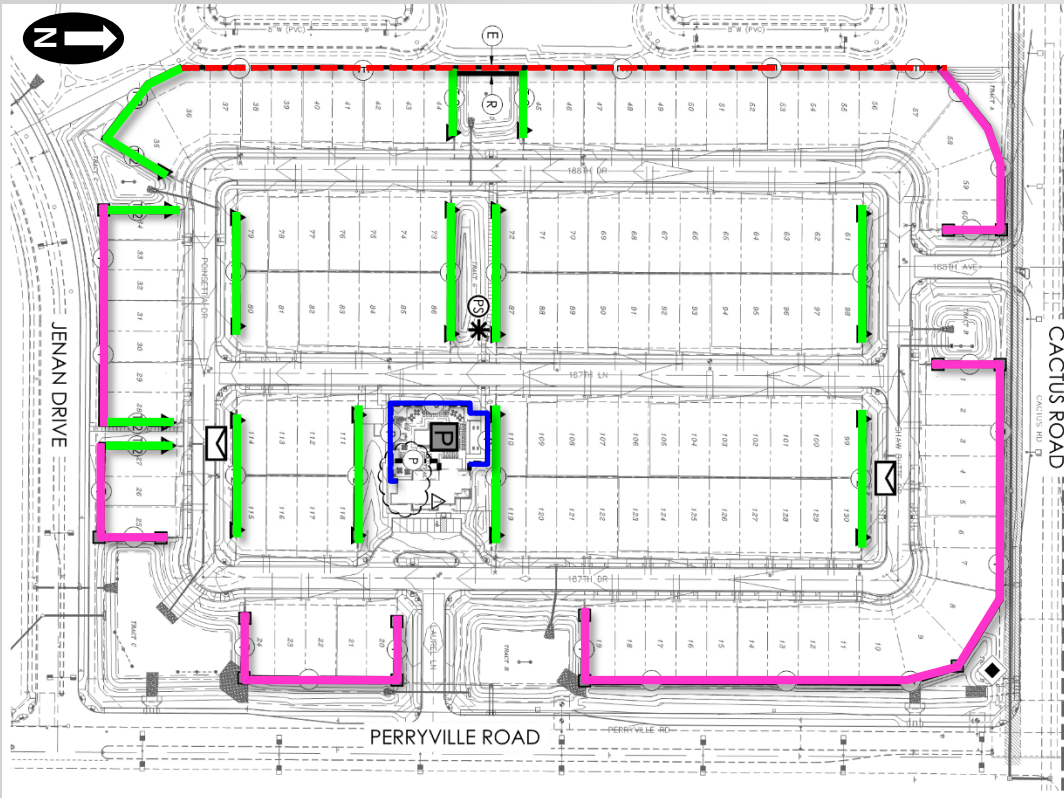
PAD
(ZANJERO TRAILS)

PAD
(PRASADA)

PERRYVILLE RD

FS22-0342 ZONING MAP

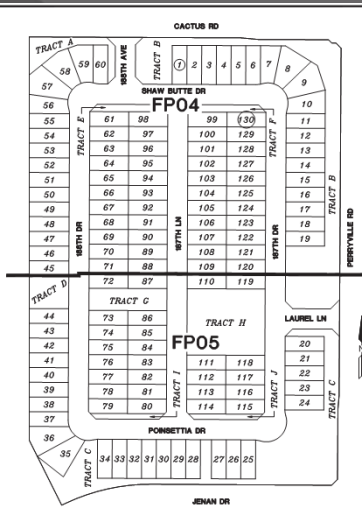
WALLS



--- EXISTING WALL

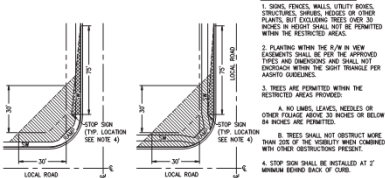
Page 61 of 464

FINAL PLAN



SHEET INDEX MAP
N.T.S.

SIGHT VISIBILITY TRIANGLES NOTES:



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

- UNOBSTRUCTED VIEW EXISTENCE AREA (SEE NOTE 2)
- NO VEGETATION OVER 30 INCHES IN HEIGHT

TRACT	AREA (ACRES)	USE
TRACT A	0.2520	COMMON AREA & WATER EASEMENT
TRACT B	1.6816	COMMON AREA & DRAINAGE
TRACT C	1.7214	COMMON AREA & DRAINAGE & SEWER EASEMENT
TRACT D	0.2216	COMMON AREA & DRAINAGE
TRACT E	0.0882	COMMON AREA
TRACT F	0.0882	COMMON AREA
TRACT G	0.2520	COMMON AREA & DRAINAGE
TRACT H	0.0762	COMMON AREA & DRAINAGE
TRACT I	0.0844	COMMON AREA
TRACT J	0.0844	COMMON AREA

NOTES:
1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE FULLY Delineated ON THE FOLLOWING SHEETS.
3. THE USE SHOWN IN THE TRACT TABLE ABOVE IS NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OF THE ENTIRE TRACT.

SITE SUMMARY TABLE	
OVERALL GROSS AREA	1,004,970 SQFT 23,527.8 AC.
OVERALL NET AREA	800,180 SQFT 18,383.0 AC.
TOTAL NUMBER OF LOTS: SINGLE FAMILY	120
TOTAL LOT AREA	580,887 SQFT 13,353.0 AC.
TOTAL OPEN SPACE	220,180 SQFT 5,030.8 AC.
TOTAL NET PERCENTAGE OF OPEN SPACE	22.4%
HIGHWAY RIGHT-OF-WAY AREA	224,080 SQFT 5,144.3 AC.
AVERAGE LOT SIZE (SQ FT)	4,870
MINIMUM LOT WIDTH (FT)	40
MINIMUM LOT DEPTH (FT)	100
DENSITY (DU/AC) PER GROSS AREA	5.53

DEVELOPMENT STANDARDS TABLE - ZANJERO TRAILS PAD 67-342	
ZONING	R-2 PAD
TYPICAL LOT	40'X100'
MIN. AREA	6,240
MIN. WIDTH	40'
MIN. DEPTH	100'
BUILDING SETBACKS	
TO FRONT STRUCTURE TO PRIVATE ACCESSWAY	12' (1')
TO SIDE	5' (0')
TO STREET SIDE	5'
TO REAR	0'
TO REAR ADJ. TO ADJACENT	12'
TO BE FOR FRONT FACING DRIVE TO PRIVATE ACCESSWAY	

LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	AREA (SQFT)	AREA (ACRES)	LOT NO.	AREA (SQFT)	AREA (ACRES)	LOT NO.	AREA (SQFT)	AREA (ACRES)
LOT 1	4240	0.0973	LOT 23	4240	0.0973	LOT 45	4240	0.0988
LOT 2	4240	0.0973	LOT 24	4240	0.0973	LOT 46	4240	0.0988
LOT 3	4240	0.0973	LOT 25	4240	0.0973	LOT 47	4240	0.0988
LOT 4	4240	0.0973	LOT 26	4240	0.0973	LOT 48	4240	0.0988
LOT 5	4240	0.0973	LOT 27	4240	0.0973	LOT 49	4240	0.0988
LOT 6	4240	0.0973	LOT 28	4240	0.0973	LOT 50	4240	0.0988
LOT 7	4240	0.0973	LOT 29	4240	0.0973	LOT 51	4240	0.0988
LOT 8	4240	0.0973	LOT 30	4240	0.0973	LOT 52	4240	0.0988
LOT 9	4240	0.0973	LOT 31	4240	0.0973	LOT 53	4240	0.0988
LOT 10	4240	0.0973	LOT 32	4240	0.0973	LOT 54	4240	0.0988
LOT 11	4240	0.0973	LOT 33	4240	0.0973	LOT 55	4240	0.0988
LOT 12	4240	0.0973	LOT 34	4240	0.0973	LOT 56	4240	0.0988
LOT 13	4240	0.0973	LOT 35	4240	0.0973	LOT 57	4240	0.0988
LOT 14	4240	0.0973	LOT 36	4240	0.0973	LOT 58	4240	0.0988
LOT 15	4240	0.0973	LOT 37	4240	0.0973	LOT 59	4240	0.0988
LOT 16	4240	0.0973	LOT 38	4240	0.0973	LOT 60	4240	0.0988
LOT 17	4240	0.0973	LOT 39	4240	0.0973	LOT 61	4240	0.0988
LOT 18	4240	0.0973	LOT 40	4240	0.0973	LOT 62	4240	0.0988
LOT 19	4240	0.0973	LOT 41	4240	0.0973	LOT 63	4240	0.0988
LOT 20	4240	0.0973	LOT 42	4240	0.0973	LOT 64	4240	0.0988
LOT 21	4240	0.0973	LOT 43	4240	0.0973	LOT 65	4240	0.0988
LOT 22	4240	0.0973	LOT 44	4240	0.0973	LOT 66	4240	0.0988

LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	AREA (SQFT)	AREA (ACRES)	LOT NO.	AREA (SQFT)	AREA (ACRES)	LOT NO.	AREA (SQFT)	AREA (ACRES)
LOT 67	4240	0.0973	LOT 99	4240	0.0973	LOT 131	4240	0.0973
LOT 68	4240	0.0973	LOT 100	4240	0.0973	LOT 132	4240	0.0973
LOT 69	4240	0.0973	LOT 101	4240	0.0973	LOT 133	4240	0.0973
LOT 70	4240	0.0973	LOT 102	4240	0.0973	LOT 134	4240	0.0973
LOT 71	4240	0.0973	LOT 103	4240	0.0973	LOT 135	4240	0.0973
LOT 72	4240	0.0973	LOT 104	4240	0.0973	LOT 136	4240	0.0973
LOT 73	4240	0.0973	LOT 105	4240	0.0973	LOT 137	4240	0.0973
LOT 74	4240	0.0973	LOT 106	4240	0.0973	LOT 138	4240	0.0973
LOT 75	4240	0.0973	LOT 107	4240	0.0973	LOT 139	4240	0.0973
LOT 76	4240	0.0973	LOT 108	4240	0.0973	LOT 140	4240	0.0973
LOT 77	4240	0.0973	LOT 109	4240	0.0973	LOT 141	4240	0.0973
LOT 78	4240	0.0973	LOT 110	4240	0.0973	LOT 142	4240	0.0973
LOT 79	4240	0.0973	LOT 111	4240	0.0973	LOT 143	4240	0.0973
LOT 80	4240	0.0973	LOT 112	4240	0.0973	LOT 144	4240	0.0973
LOT 81	4240	0.0973	LOT 113	4240	0.0973	LOT 145	4240	0.0973
LOT 82	4240	0.0973	LOT 114	4240	0.0973	LOT 146	4240	0.0973
LOT 83	4240	0.0973	LOT 115	4240	0.0973	LOT 147	4240	0.0973
LOT 84	4240	0.0973	LOT 116	4240	0.0973	LOT 148	4240	0.0973
LOT 85	4240	0.0973	LOT 117	4240	0.0973	LOT 149	4240	0.0973
LOT 86	4240	0.0973	LOT 118	4240	0.0973	LOT 150	4240	0.0973
LOT 87	4240	0.0973	LOT 119	4240	0.0973			
LOT 88	4240	0.0973	LOT 120	4240	0.0973			

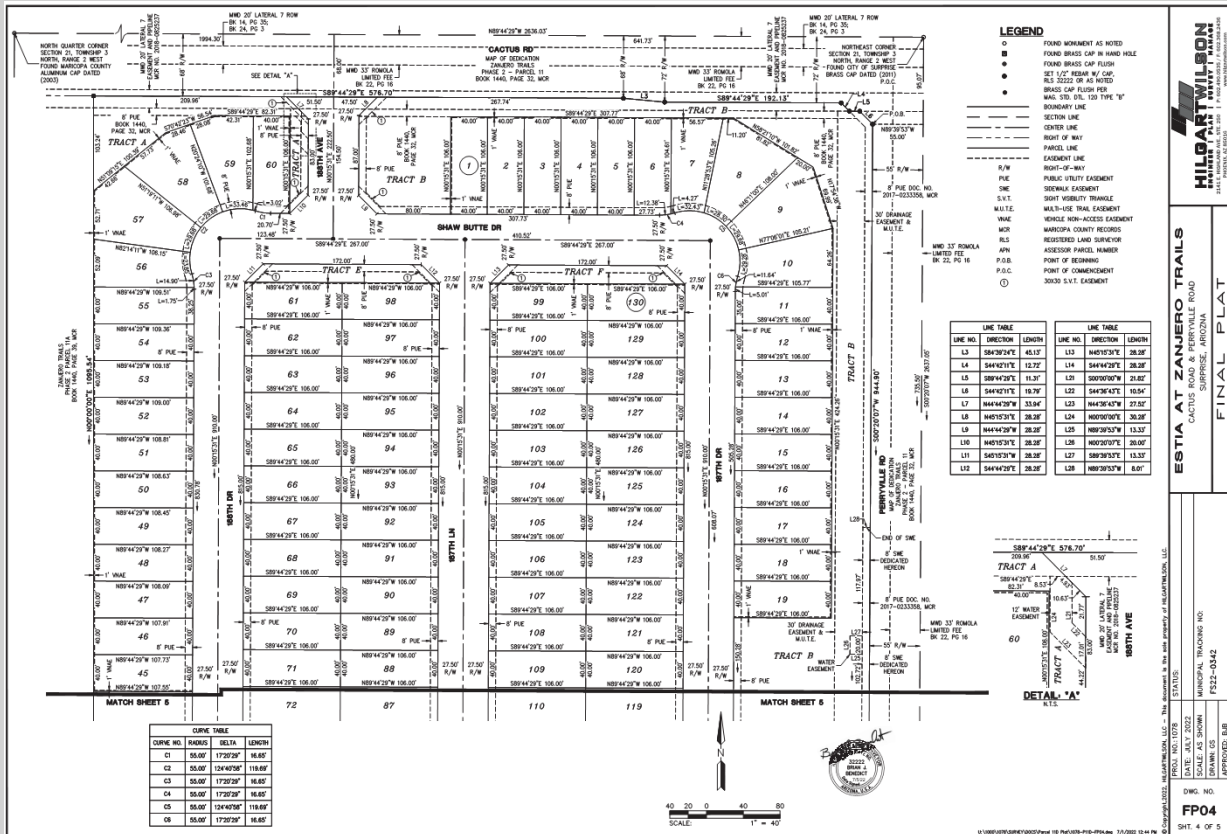


HILBERT WILSON
REGISTERED PROFESSIONAL ENGINEER
STATE OF ARIZONA
LICENSE NO. 12345

ESTIA AT ZANJERO TRAILS
CACTUS ROAD & FERRYVILLE ROAD
SURPHISE, ARIZONA
FINAL PLAN

PROJECT NO. 2022
SCALE: 1"=40'
DRAWN BY: JSS
CHECKED BY: JSS
APPROVED BY: JSS
DATE: 10/10/2022
SHEET 3 OF 5

FINAL PLAT



FINAL PLAT





QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 4, 2022 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to the Final Plat entitled, "Toll at Prasada, Phase 2 Golf Re-Plat" and dated June 21, 2022, a property generally located south of Cactus Lane, north of Peoria Avenue, and west of Cotton Lane; Case FS22-0939.

Motion:

I move to approve the Final Plat entitled, "Toll at Prasada, Phase 2 Golf Re-Plat" and dated June 21, 2022.

Background:

The subject request is to re-plate the tracts that encompass Prasada's Sterling Grove golf course to adjust the legal boundaries to match the actual boundaries constructed.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 – FS22-0939 Toll at Prasada Phase 2 Golf Re-Plat – Staff Report
 2. 01 – FS22-0939 Toll at Prasada Phase 2 Golf Re-Plat – Vicinity Map
 3. 02 - FS22-939 Toll at Prasada Phase 2 Golf Re-Plat - Zoning Map
 4. 03 FS22-0939 Toll at Prasada Phase 2 Golf Re-Plat Final Plat
 5. 04 - FS22-0939 Toll at Prasade Phase 2 Golf Re-Plat - Luke Letter
 6. FS22-0939 Toll at Prasada Phase 2 Golf Re-Plat - Presentation 100422 CC
-

Case: FS22-0939

Project Name: Toll at Prasada Phase 2 Golf Re-Plat

Council District: 3 - Mesquite

Meeting Date: October 4, 2022

Planner: Leslie Carnie

Owner: Toll Prasada, LLC

Applicant: Aaron Insco of Toll Bros, Inc.

Request: Re-Plat for Toll at Prasada Phase 2 Golf Course

Site Location: Generally located South of Cactus Lane, North of Peoria Avenue and west of Cotton Lane.

Area: 81.45 acres

Density: N/A

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

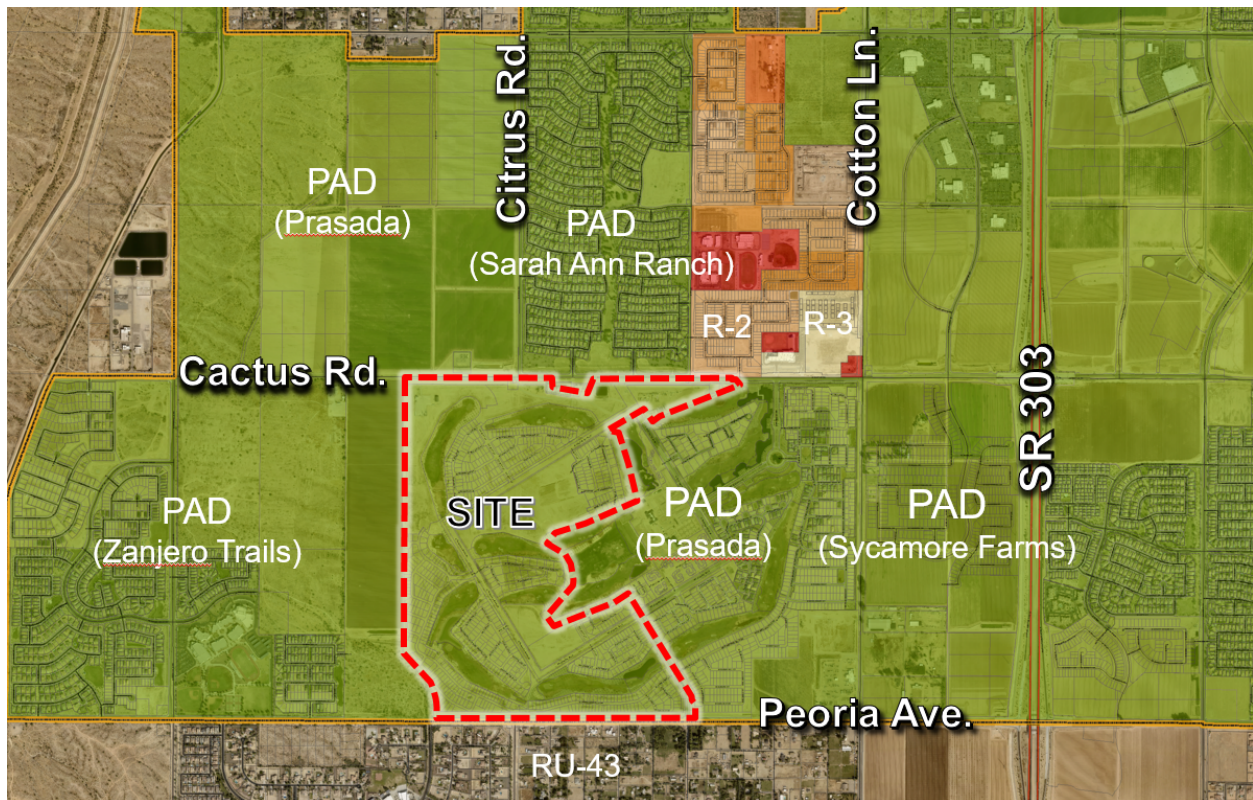
Support/Opposition: None known

PROJECT DESCRIPTION:

The subject request is to re-plat the tracts and parcels that encompass Prasada's Sterling Grove Golf Course to adjust the legal boundaries to match the actual boundaries constructed.

EXISTING ZONING:

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



PAD - Prasada	PAD – Sarah Ann Ranch	R-2
PAD – Zanjero Trails	PAD – Prasada	PAD – Sycamore Farms
RU-43	RU-43	RU-43

BACKGROUND:

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

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

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

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

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

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

September 13, 2021: The applicant filed for Final Plat approval of the Phase 2 Master Plat under case FS22-0939, the subject case.

ANALYSIS AND DISCUSSION:

The subject Final Plat adjusts the golf course boundaries on Phase 2 Master Plat (FS19-061) now that the golf course has been constructed. Toll has elected to re-plat these areas to give clear legal boundaries between the golf course and HOA maintained areas.

CONFORMANCE WITH ADOPTED PLANS:

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

REVIEWING AGENCIES:

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

Summary:

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

Findings:

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

- 102
- 103
- 104 **Attachments:**
- 105 01 Vicinity Map
- 106 02 Zoning Map
- 107 03 Final Plat
- 108 04 Luke Letter
- 109 PPT



FS22-0939 VICINITY MAP



FS22-0939 Zoning Map

Sep 16, 2022 11:09am S:\Projects\2016\16-339\Legal_Survey\Draws\Final Plats\Phase 2\Onsite Infra Golf Replat\16-339 - Phase 2 Onsite Infra Golf Replat.dwg

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS "OWNER", HEREBY PUBLISHES THIS FINAL PLAT OF TOLL AT PRASADA, PHASE 2 GOLF RE-PLAT, BEING A RE-PLAT OF A PORTION OF TRACT HOLE 18, TOLL AT PRASADA, PHASE 1 ONSITE INFRASTRUCTURE AS RECORDED IN BOOK 1435 OF MAPS, PAGE 36, M.C.R., TOGETHER WITH TRACT F, TRACT J, TRACK K, TRACT M, TRACT N, TRACT HOLE 5 AND PORTIONS OF TRACT G, TRACT H, TRACT O, TRACT HOLE 2, TRACT HOLE 3, TRACT HOLE 4, TRACT HOLE 13, TRACT HOLE 14, TRACT HOLE 15, TRACT HOLE 16, TRACT HOLE 17, PARCEL G, PARCEL K & PARCEL L, TOLL AT PRASADA PHASE 2 MASTER PLAT AS RECORDED IN BOOK 1576 OF MAPS, PAGE 33, M.C.R., TOGETHER WITH TRACT I-I AND PORTIONS OF LOTS 1824 AND 1825, TOLL AT PRASADA, UNIT I - PHASE 3 AS RECORDED IN BOOK 1644 OF MAPS, PAGE 22, M.C.R., BEING LOCATED IN A PORTION OF THE EAST HALF OF SECTION 22 AND A PORTION OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT AND EASEMENT, AND THAT EACH LOT AND TRACT SHALL BE KNOWN BY THE NUMBER, AND LETTER GIVEN TO EACH RESPECTIVELY. THE PURPOSES OF THE EASEMENTS ARE SHOWN HEREON.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2022.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS _____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

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

NOTICE OF INTERGOVERNMENTAL AGREEMENT

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

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

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

PUBLIC NOTICE

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

RELEASE OF LIABILITY

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

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

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

100 YEAR ASSURED WATER SUPPLY

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

27-701007.0000 11/14/2018
CERTIFICATE NUMBER DATE

BASIS OF BEARING

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

Final Plat
Toll at Prasada, Phase 2 GOLF Re-Plat

BEING A RE-PLAT OF
A PORTION OF TRACT HOLE 18, TOLL AT PRASADA, PHASE 1 ONSITE INFRASTRUCTURE AS RECORDED IN BOOK 1435 OF MAPS, PAGE 36, M.C.R., TOGETHER WITH TRACT F, TRACT J, TRACK K, TRACT M, TRACT N, TRACT HOLE 5 AND PORTIONS OF TRACT G, TRACT H, TRACT O, TRACT HOLE 2, TRACT HOLE 3, TRACT HOLE 4, TRACT HOLE 13, TRACT HOLE 14, TRACT HOLE 15, TRACT HOLE 16, TRACT HOLE 17, PARCEL G, PARCEL K & PARCEL L, TOLL AT PRASADA PHASE 2 MASTER PLAT AS RECORDED IN BOOK 1576 OF MAPS, PAGE 33, M.C.R., TOGETHER WITH TRACT I-I AND PORTIONS OF LOTS 1824 AND 1825, TOLL AT PRASADA, UNIT I - PHASE 3 AS RECORDED IN BOOK 1644 OF MAPS, PAGE 22, M.C.R., LOCATED IN PORTIONS OF SECTION 22 AND 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

GENERAL NOTES

- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED AND ZONE A," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L AND NO. 04013C1655L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- ZONING OF THE PROPERTY IS PER SURPRISE ZONING CASE FS17-587 OR AS SUBSEQUENTLY AMENDED.
- THE FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED UNDER CITY OF SURPRISE CASE FS17-394.
- ANY UTILITIES CROSSING MWD EASEMENTS MUST OBTAIN AN IGA APPROVAL FROM MWD PRIOR TO INSTALLATION.

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND
WATER DELIVERY AGREEMENT

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

DATED THIS _____ DAY OF _____, 2022.

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

BY: _____ BY: _____
CHRISTINE CAIN GLEN VORTHERMS

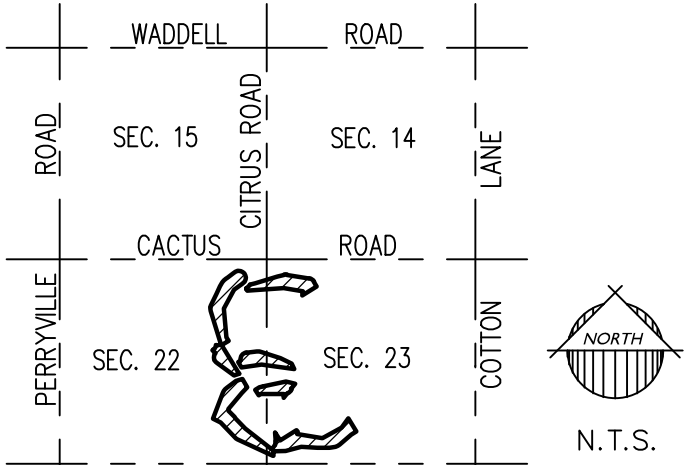
ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
PARCELS	0.00	0.0000
TRACTS	3,547,906.38	81.4487
PRIVATE STREETS	0.00	0.0000
NEW RIGHT-OF-WAY	0.00	0.0000
GROSS AREA	3,547,906.38	81.4487



VICINITY MAP

ENGINEER

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

OWNER/DEVELOPER

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

SHEET INDEX

- | | |
|-------|--|
| 1 | COVER SHEET |
| 2 | PARCEL AND TRACT TABLES, LEGAL DESCRIPTION |
| 3 - 7 | FINAL PLAT PLAN SHEETS |

HOMEOWNERS ASSOCIATION RATIFICATION

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

IN WITNESS WHEREOF, STERLING GROVE COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2022.

STERLING GROVE COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS _____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2022,
BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2022.

MAYOR DATE _____

ATTEST: _____ DATE _____
CITY CLERK

CERTIFICATION

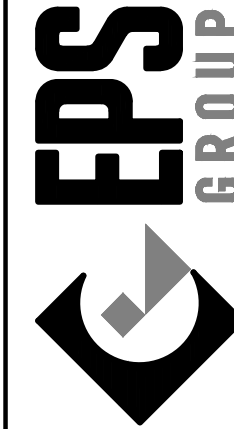
I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE, 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

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

DATE OF PREPARATION: JUNE 21, 2022 (REVISED SEPTEMBER 16, 2022)

CASE NUMBER: FS22-0939

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



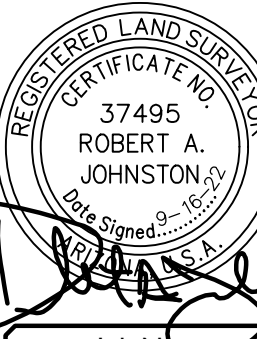
Toll at Prasada,
Phase 2 GOLF Re-Plat
SURPRISE, ARIZONA

Final Plat

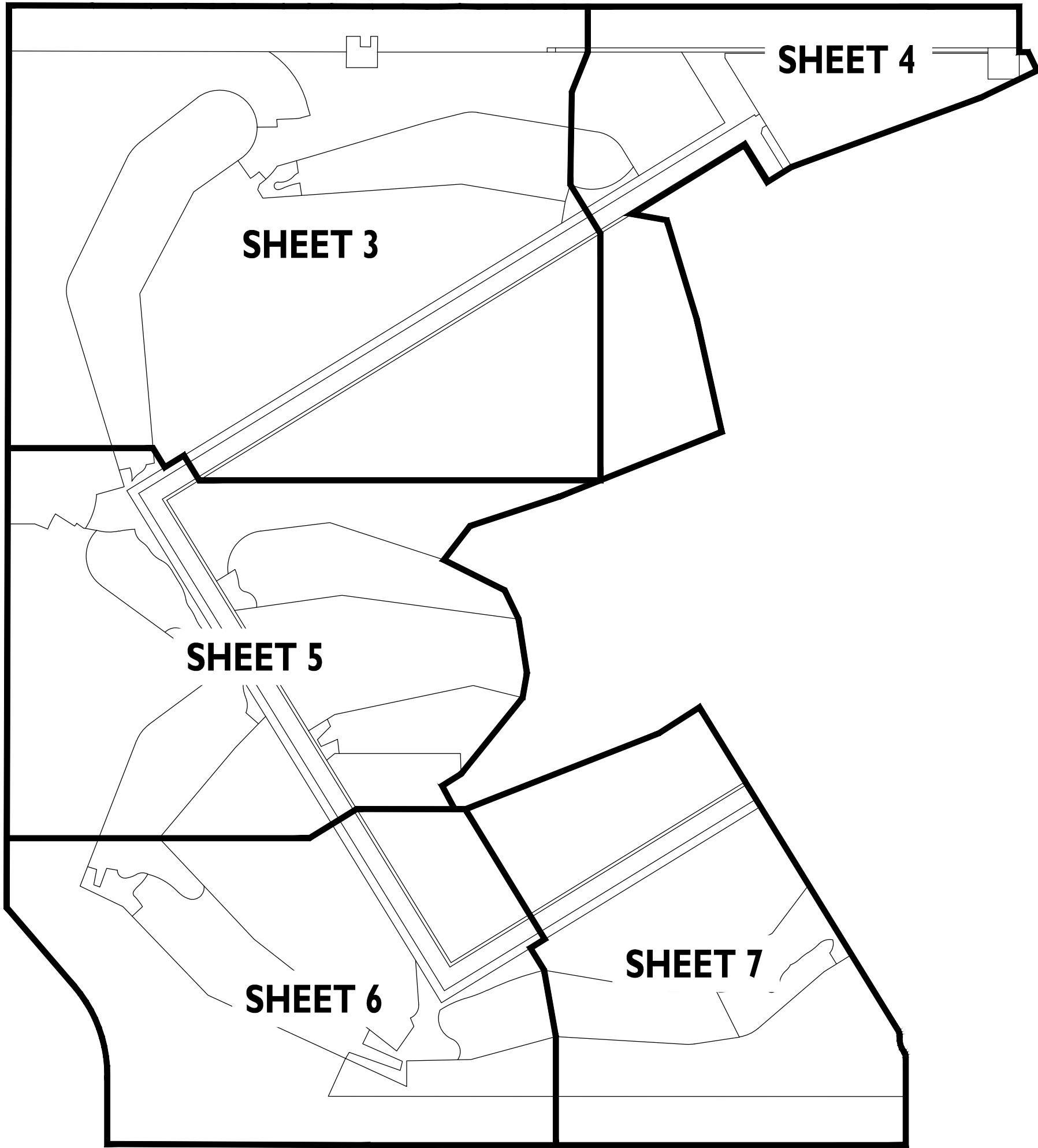
Project:

Revisions:

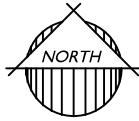
Designer: RAJ
Drawn by: TJP



Job No.
16-339
FP01
Sheet No.
1
of 7



KEY MAP
N.T.S.



LEGAL DESCRIPTION

PARCEL NO. 1:
A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PIPE AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHICH A REBAR AT THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2644.60 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST, 0.55 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 427.49 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 518.46 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 70.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 155.46 FEET;

THENCE SOUTH 49 DEGREES 14 MINUTES 34 SECONDS WEST, 389.41 FEET;

THENCE SOUTH 52 DEGREES 34 MINUTES 36 SECONDS WEST, 66.15 FEET;

THENCE SOUTH 70 DEGREES 35 MINUTES 42 SECONDS WEST, 59.42 FEET;

THENCE SOUTH 81 DEGREES 12 MINUTES 55 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 81 DEGREES 15 MINUTES 04 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 81 DEGREES 38 MINUTES 27 SECONDS WEST, 60.00 FEET;

THENCE SOUTH 88 DEGREES 14 MINUTES 51 SECONDS WEST, 64.95 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 150.00 FEET;

THENCE NORTH 88 DEGREES 17 MINUTES 56 SECONDS WEST, 99.96 FEET;

THENCE NORTH 86 DEGREES 35 MINUTES 52 SECONDS WEST, 413.22 FEET;

THENCE SOUTH 74 DEGREES 59 MINUTES 05 SECONDS WEST, 422.65 FEET;

THENCE SOUTH 88 DEGREES 49 MINUTES 35 SECONDS WEST, 309.80 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 05 SECONDS EAST, 115.45 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 06 SECONDS WEST, 17.94 FEET;

THENCE NORTH 65 DEGREES 18 MINUTES 58 SECONDS WEST, 1002.34 FEET;

THENCE NORTH 55 DEGREES 49 MINUTES 15 SECONDS WEST, 51.47 FEET;

THENCE NORTH 43 DEGREES 51 MINUTES 25 SECONDS WEST, 566.88 FEET;

THENCE NORTH 64 DEGREES 24 MINUTES 39 SECONDS WEST, 228.56 FEET;

THENCE NORTH 21 DEGREES 10 MINUTES 40 SECONDS EAST, 719.72 FEET;

THENCE NORTH 23 DEGREES 18 MINUTES 11 SECONDS EAST, 57.96 FEET;

THENCE NORTH 38 DEGREES 54 MINUTES 07 SECONDS EAST, 52.61 FEET;

THENCE NORTH 52 DEGREES 40 MINUTES 10 SECONDS EAST, 64.45 FEET;

THENCE NORTH 53 DEGREES 28 MINUTES 30 SECONDS EAST, 290.33 FEET;

THENCE NORTH 73 DEGREES 33 MINUTES 59 SECONDS EAST, 169.56 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 54 SECONDS EAST, 245.65 FEET;

THENCE SOUTH 44 DEGREES 09 MINUTES 14 SECONDS WEST, 208.78 FEET;

THENCE SOUTH 40 DEGREES 02 MINUTES 50 SECONDS WEST, 539.29 FEET;

THENCE SOUTH 1 DEGREES 34 MINUTES 35 SECONDS EAST, 44.85 FEET;

THENCE SOUTH 43 DEGREES 12 MINUTES 01 SECONDS EAST, 151.75 FEET;

THENCE SOUTH 45 DEGREES 30 MINUTES 44 SECONDS EAST, 70.06 FEET;

THENCE SOUTH 40 DEGREES 30 MINUTES 14 SECONDS EAST, 60.07 FEET;

THENCE SOUTH 43 DEGREES 12 MINUTES 01 SECONDS EAST, 354.33 FEET;

THENCE SOUTH 51 DEGREES 56 MINUTES 56 SECONDS EAST, 871.21 FEET;

THENCE NORTH 35 DEGREES 09 MINUTES 22 SECONDS EAST, 144.42 FEET;

THENCE NORTH 13 DEGREES 45 MINUTES 37 SECONDS EAST, 87.42 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 65.50 FEET;

THENCE NORTHERLY 20.40 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 50 MINUTES 32 SECONDS;

THENCE NORTH 4 DEGREES 04 MINUTES 55 SECONDS WEST, 212.96 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 54 SECONDS EAST, 239.05 FEET;

THENCE NORTH 58 DEGREES 25 MINUTES 06 SECONDS EAST, 502.29 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 54 SECONDS EAST, 51.34 FEET;

THENCE SOUTH 9 DEGREES 37 MINUTES 35 SECONDS WEST, 55.80 FEET;

THENCE SOUTH 80 DEGREES 22 MINUTES 30 SECONDS EAST, 662.42 FEET;

THENCE NORTH 60 DEGREES 19 MINUTES 53 SECONDS EAST, 566.75 FEET;

THENCE NORTH 36 DEGREES 55 MINUTES 24 SECONDS EAST, 290.44 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 54 SECONDS EAST, 394.03 FEET TO THE POINT OF BEGINNING.

CONTAINS 35.4427 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

PARCEL NO. 2:
A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PIPE AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHICH A REBAR AT THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2644.60 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST, 0.55 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 427.49 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 1437.69 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 1787.56 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 1199.47 FEET;

THENCE NORTH 58 DEGREES 25 MINUTES 06 SECONDS EAST, 57.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 166.07 FEET;

THENCE NORTH 58 DEGREES 25 MINUTES 06 SECONDS EAST, 122.50 FEET;

THENCE NORTH 73 DEGREES 09 MINUTES 16 SECONDS EAST, 100.49 FEET;

THENCE NORTH 78 DEGREES 07 MINUTES 27 SECONDS EAST, 600.00 FEET;

THENCE SOUTH 77 DEGREES 02 MINUTES 56 SECONDS EAST, 115.95 FEET;

THENCE SOUTH 76 DEGREES 02 MINUTES 58 SECONDS EAST, 132.06 FEET;

THENCE SOUTH 38 DEGREES 51 MINUTES 55 SECONDS WEST, 168.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 76 DEGREES 03 MINUTES 19 SECONDS WEST A DISTANCE OF 159.99 FEET;

THENCE SOUTHEASTERLY 27.07 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9 DEGREES 41 MINUTES 38 SECONDS TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 64 DEGREES 53 MINUTES 48 SECONDS WEST A DISTANCE OF 179.23 FEET;

THENCE SOUTHWESTERLY 138.32 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 13 MINUTES 09 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 39 DEGREES 08 MINUTES 16 SECONDS WEST, 151.52 FEET;

THENCE NORTH 1 DEGREES 30 MINUTES 09 SECONDS WEST, 98.60 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS WEST, 604.08 FEET;

THENCE SOUTH 50 DEGREES 32 MINUTES 54 SECONDS WEST, 50.97 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.3923 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

PARCEL NO. 3:
A PORTION OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PIPE AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHICH A REBAR AT THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2644.60 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST, 0.55 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 427.49 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 1437.69 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 1787.56 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 1778.02 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 83.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 24 DEGREES 41 MINUTES 35 SECONDS WEST A DISTANCE OF 272.00 FEET AND THE POINT OF BEGINNING;

THENCE SOUTHWESTERLY 39.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8 DEGREES 15 MINUTES 34 SECONDS;

THENCE SOUTH 73 DEGREES 33 MINUTES 59 SECONDS WEST, 99.89 FEET;

THENCE NORTH 53 DEGREES 55 MINUTES 44 SECONDS WEST, 524.47 FEET;

THENCE NORTH 51 DEGREES 23 MINUTES 30 SECONDS WEST, 57.29 FEET;

THENCE NORTH 34 DEGREES 04 MINUTES 16 SECONDS WEST, 64.78 FEET;

THENCE NORTH 11 DEGREES 57 MINUTES 02 SECONDS WEST, 64.33 FEET;

THENCE NORTH 8 DEGREES 45 MINUTES 01 SECONDS EAST, 64.44 FEET;

THENCE NORTH 30 DEGREES 04 MINUTES 31 SECONDS EAST, 64.39 FEET;

THENCE NORTH 49 DEGREES 24 MINUTES 02 SECONDS WEST, 101.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 49 DEGREES 24 MINUTES 02 SECONDS EAST A DISTANCE OF 277.00 FEET;

THENCE NORTHEASTERLY 27.75 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5 DEGREES 44 MINUTES 25 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 233.00 FEET;

THENCE NORTHEASTERLY 135.39 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33 DEGREES 17 MINUTES 35 SECONDS;

CONTAINS 8.9703 ACRES, MORE OR LESS.

LEGAL DESCRIPTION CONTINUED

THENCE ON A NON-TANGENT LINE SOUTH 76 DEGREES 57 MINUTES 12 SECONDS EAST, 40.49 FEET;

THENCE NORTH 74 DEGREES 19 MINUTES 10 SECONDS EAST, 98.02 FEET;

THENCE NORTH 16 DEGREES 53 MINUTES 28 SECONDS WEST, 902.92 FEET;

THENCE NORTH 14 DEGREES 51 MINUTES 27 SECONDS WEST, 47.73 FEET;

THENCE NORTH 1 DEGREES 25 MINUTES 12 SECONDS WEST, 46.50 FEET;

THENCE NORTH 11 DEGREES 26 MINUTES 00 SECONDS EAST, 46.50 FEET;

THENCE NORTH 25 DEGREES 46 MINUTES 04 SECONDS EAST, 336.65 FEET;

THENCE NORTH 25 DEGREES 57 MINUTES 03 SECONDS EAST, 220.35 FEET;

THENCE NORTH 27 DEGREES 15 MINUTES 19 SECONDS EAST, 119.03 FEET;

THENCE NORTH 43 DEGREES 49 MINUTES 26 SECONDS EAST, 65.93 FEET;

THENCE NORTH 52 DEGREES 16 MINUTES 04 SECONDS EAST, 60.00 FEET;

THENCE NORTH 52 DEGREES 02 MINUTES 15 SECONDS EAST, 60.00 FEET;

THENCE NORTH 52 DEGREES 16 MINUTES 04 SECONDS EAST, 180.00 FEET;

THENCE NORTH 53 DEGREES 35 MINUTES 00 SECONDS EAST, 68.70 FEET;

THENCE NORTH 70 DEGREES 11 MINUTES 07 SECONDS EAST, 64.54 FEET;

THENCE NORTH 83 DEGREES 41 MINUTES 45 SECONDS EAST, 19.99 FEET;

THENCE SOUTH 82 DEGREES 47 MINUTES 40 SECONDS EAST, 64.53 FEET;

THENCE SOUTH 63 DEGREES 37 MINUTES 16 SECONDS EAST, 55.36 FEET;

THENCE SOUTH 45 DEGREES 54 MINUTES 19 SECONDS EAST, 55.60 FEET;

THENCE SOUTH 30 DEGREES 46 MINUTES 35 SECONDS EAST, 55.90 FEET;

THENCE SOUTH 12 DEGREES 10 MINUTES 36 SECONDS EAST, 55.13 FEET;

THENCE SOUTH 6 DEGREES 29 MINUTES 12 SECONDS WEST, 55.13 FEET;

THENCE SOUTH 26 DEGREES 43 MINUTES 01 SECONDS WEST, 64.29 FEET;

THENCE SOUTH 49 DEGREES 22 MINUTES 13 SECONDS WEST, 80.37 FEET;

THENCE SOUTH 54 DEGREES 46 MINUTES 11 SECONDS WEST, 260.61 FEET;

THENCE SOUTH 27 DEGREES 51 MINUTES 41 SECONDS WEST, 554.06 FEET;

THENCE SOUTH 4 DEGREES 52 MINUTES 46 SECONDS EAST, 745.18 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 54 SECONDS EAST, 107.69 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 214.35 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 54 SECONDS EAST, 867.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 20.0573 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

PARCEL NO. 4:
A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PIPE AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHICH A REBAR AT THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2644.60 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST, 0.55 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 427.49 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 1437.69 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 1787.56 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 2044.90 FEET;

THENCE NORTH 58 DEGREES 25 MINUTES 06 SECONDS EAST, 57.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 165.86 FEET;

THENCE NORTH 57 DEGREES 51 MINUTES 33 SECONDS EAST, 65.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 81 DEGREES 36 MINUTES 02 SECONDS EAST A DISTANCE OF 180.00 FEET;

THENCE NORTH 57 DEGREES 51 MINUTES 33 SECONDS EAST, 65.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 81 DEGREES 36 MINUTES 02 SECONDS EAST A DISTANCE OF 180.00 FEET;

THENCE NORTH 57 DEGREES 51 MINUTES 33 SECONDS EAST, 65.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 81 DEGREES 36 MINUTES 02 SECONDS EAST A DISTANCE OF 180.00 FEET;

THENCE NORTHEASTERLY 287.02 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91 DEGREES 21 MINUTES 42 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 83 DEGREES 04 MINUTES 22 SECONDS EAST, 268.88 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 46 SECONDS EAST, 66.67 FEET;

THENCE SOUTH 79 DEGREES 28 MINUTES 00 SECONDS EAST, 65.40 FEET;

THENCE SOUTH 71 DEGREES 58 MINUTES 37 SECONDS EAST, 509.10 FEET;

THENCE SOUTH 63 DEGREES 24 MINUTES 39 SECONDS EAST, 327.31 FEET;

THENCE SOUTH 25 DEGREES 42 MINUTES 54 SECONDS EAST, 153.35 FEET;

THENCE NORTH 82 DEGREES 19 MINUTES 20 SECONDS WEST, 856.65 FEET;

THENCE SOUTH 81 DEGREES 58 MINUTES 17 SECONDS WEST, 522.04 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.9703 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

PARCEL NO. 5:
A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PIPE AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHICH A REBAR AT THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2644.60 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST, 0.55 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 427.49 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 1437.69 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 1787.56 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 2724.00 FEET;

THENCE NORTH 58 DEGREES 25 MINUTES 06 SECONDS EAST, 2808.09 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 83.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 436.72 FEET;

THENCE NORTH 9 DEGREES 31 MINUTES 32 SECONDS EAST, 106.12 FEET;

THENCE NORTH 80 DEGREES 28 MINUTES 28 SECONDS WEST, 506.39 FEET;

THENCE SOUTH 85 DEGREES 56 MINUTES 08 SECONDS WEST, 942.47 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 55.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 12.00 FEET;

THENCE NORTHEASTERLY 18.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86 DEGREES 21 MINUTES 05 SECONDS;

THENCE NORTH 54 DEGREES 46 MINUTES 11 SECONDS EAST, 8.31 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 328.00 FEET;

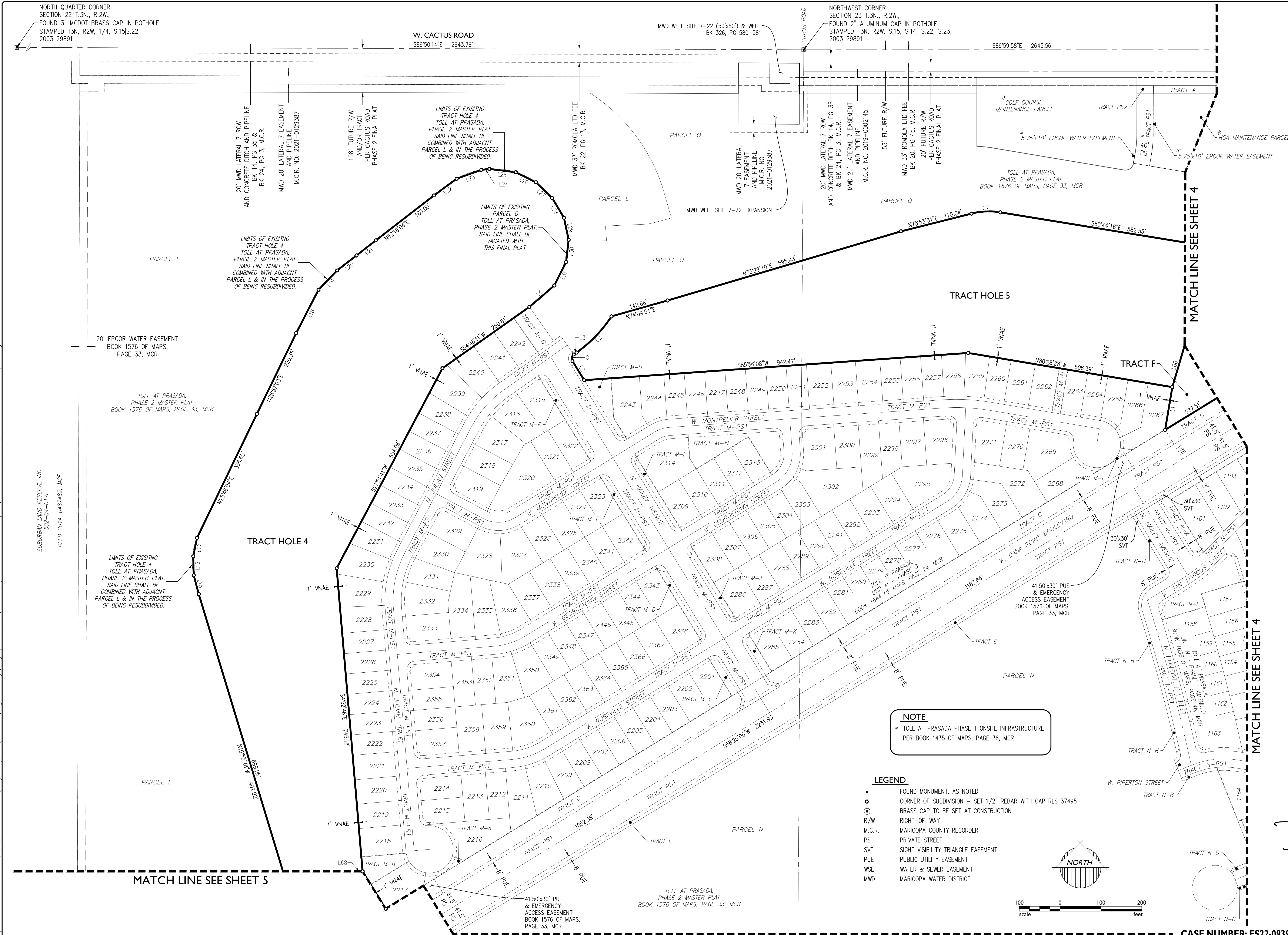
THENCE NORTHEASTERLY 123.73 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 36 MINUTES 46 SECONDS;

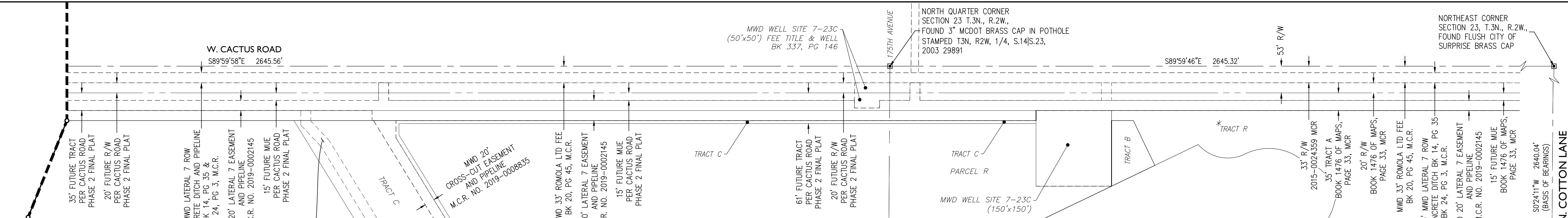
THENCE ON A NON-TANGENT LINE NORTH 74 DEGREES 09 MINUTES 51 SECONDS EAST, 142.66 FEET;

THENCE NORTH 73 DEGREES 29 MINUTES 10 SECONDS EAST, 595.93 FEET;

THENCE NORTH 75 DEGREES 53 MINUTES 31 SECONDS EAST, 178.04 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 175.00 FEET;

THENCE EASTERLY 71.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 22



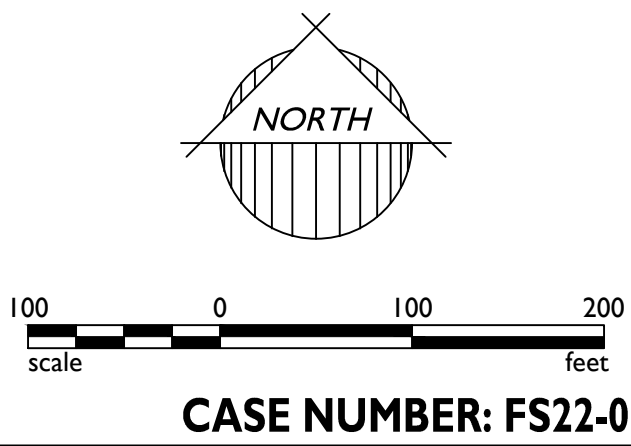


CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	18.09'	12.00'	86°21'05"	11.26'	16.42'	S11°35'39"W
C2	123.73'	328.00'	21°36'46"	62.61'	122.99'	N43°57'48"E
C3	39.21'	272.00'	8°54'34"	19.64'	39.18'	N69°26'12"E
C4	27.75'	277.00'	8°45'25"	13.89'	27.74'	S43°28'10"W
C5	135.39'	233.00'	33°17'35"	69.67'	133.49'	N29°41'36"E
C6	150.14'	175.00'	49°09'23"	80.04'	145.58'	N56°09'35"W

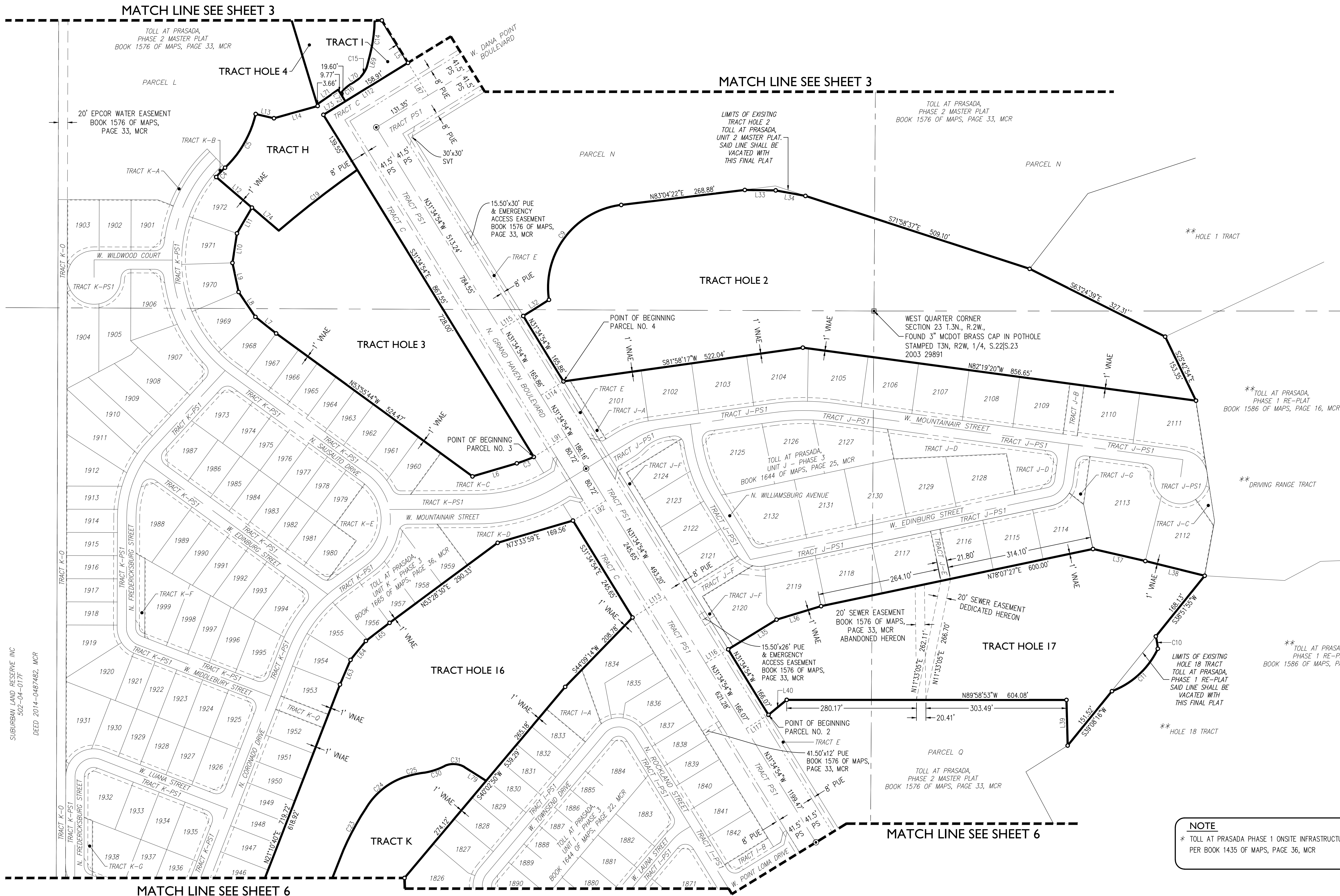
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C21	61.67'	40.00'	88°20'00"	38.85'	55.74'	S18°07'15"E
C22	39.64'	147.69'	15°22'41"	19.94'	39.52'	S14°50'56"W
C23	103.03'	586.60'	10°03'49"	51.65'	102.90'	S28°24'30"W
C24	101.39'	153.26'	37°54'09"	52.63'	99.55'	S49°41'19"W
C25	50.82'	218.39'	13°19'57"	25.52'	50.70'	S76°26'37"W
C26	40.62'	100.71'	23°06'21"	20.59'	40.34'	N69°56'08"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C41	63.72'	721.0'	50°38'17"	34.11'	61.66'	N83°01'03"W
C42	61.54'	50.37'	70°00'05"	35.27'	57.79'	N16°08'03"W
C43	62.54'	82.93'	43°12'27"	32.84'	61.07'	N37°11'45"E
C44	45.24'	96.60'	26°49'50"	23.04'	44.82'	S36°58'20"W
C45	26.26'	87.02'	17°17'17"	13.25'	26.16'	N25°03'19"E
C46	17.89'	85.19'	12°01'59"	8.98'	17.86'	N82°57'40"E

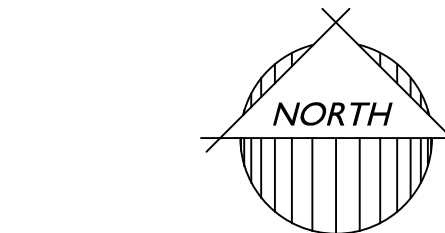
- | <u>LEGEND</u> | |
|---------------|---|
| □ | FOUND MONUMENT, AS NOTED |
| ■ | CORNER OF SUBDIVISION – SET 1/2" REBAR WITH CAP RLS 37495 |
| ● | BRASS CAP TO BE SET AT CONSTRUCTION |
| R/W | RIGHT-OF-WAY |
| M.C.R. | MARICOPA COUNTY RECORDER |
| PS | PRIVATE STREET |
| SVT | SIGHT VISIBILITY TRIANGLE EASEMENT |
| PUE | PUBLIC UTILITY EASEMENT |
| WSE | WATER & SEWER EASEMENT |
| MWD | MARICOPA WATER DISTRICT |



SUBURBAN LAND RESERVE INC
502-04-0177
DEED 2014-0487482, MCR



- LEGEND**
- FOUND MONUMENT, AS NOTED
 - CORNER OF SUBDIVISION - SET 1/2" REBAR WITH CAP RLS 37495
 - BRASS CAP TO BE SET AT CONSTRUCTION
 - RIGHT-OF-WAY
 - M.C.R. MARICOPA COUNTY RECORDER
 - PS PRIVATE STREET
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 - PUE PUBLIC UTILITY EASEMENT
 - WSE WATER & SEWER EASEMENT
 - MWD MARICOPA WATER DISTRICT



NOTE
* TOLL AT PRASADA PHASE 1 ONSITE INFRASTRUCTURE
PER BOOK 1435 OF MAPS, PAGE 36, MCR

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

EPS GROUP

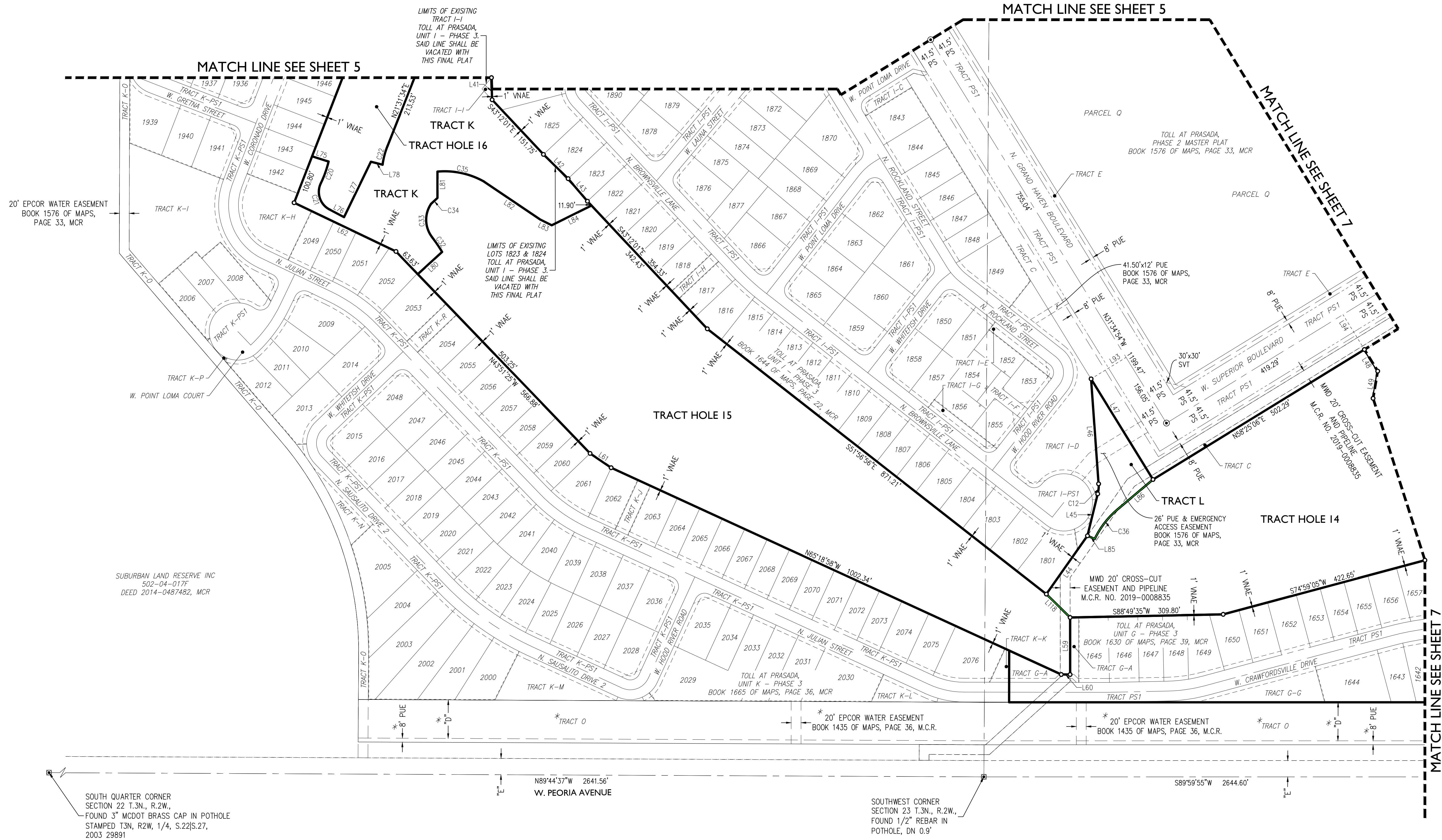
Project: Toll at Prasad's Phase 2 GOLF Re-Plat
Revisions:

Designer: RAJ
Drawn by: TJF

REGISTERED LAND SURVEYOR
37495
ROBERT A. JOHNSTON
Seal signed: [Signature]

Job No: 16-339
FP05
Sheet No: 5 of 7

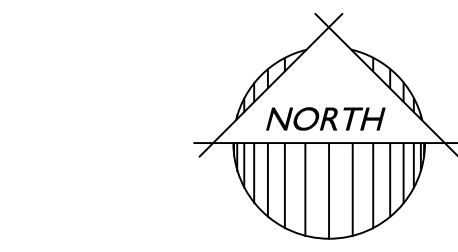
CASE NUMBER: FS22-0939



SOUTH QUARTER CORNER
SECTION 22 T.3N., R.2W.,
FOUND 3" MCDOT BRASS CAP IN POTHOLE
STAMPED T3N, R2W, 1/4, S.22[S.27,
2003 29891

N89°44'37"W 2641.56'
W. PEORIA AVENUE

SOUTHWEST CORNER
SECTION 23 T.3N., R.2W.,
FOUND 1/2" REBAR IN
POTHOLE, DN 0.9'



100 0 100 200
scale feet

CASE NUMBER: FS22-0939

NOTE

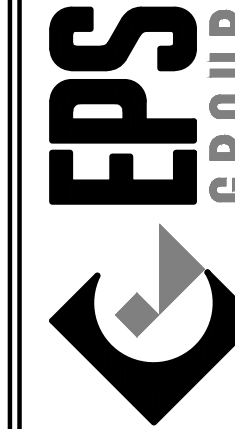
* TOLL AT PRASADA PHASE 1 ONSITE INFRASTRUCTURE
PER BOOK 1435 OF MAPS, PAGE 36, MCR

EXISTING RECORDED EASEMENTS

"A" MWD 20' CROSS-CUT EASEMENT AND PIPELINE, NO. 2019-0008835
"B" 8'X30' PUE & EMERGENCY ACCESS EASEMENT, BOOK 1576 OF MAPS, PAGE 33, MCR
"C" 13.5'X30' PUE & EMERGENCY ACCESS EASEMENT, BOOK 1576 OF MAPS, PAGE 33, MCR
"D" 78' DRAINAGE EASEMENT, BOOK 1435 OF MAPS, PAGE 36, M.C.R.
"E" MWD 33' ROMOLA LTD FEE, BK 22, PG 15, M.C.R.

LEGEND

■ FOUND MONUMENT, AS NOTED
○ CORNER OF SUBDIVISION - SET 1/2" REBAR WITH CAP RLS 37495
● BRASS CAP TO BE SET AT CONSTRUCTION
R/W RIGHT-OF-WAY
M.C.R. MARICOPA COUNTY RECORDER
PS PRIVATE STREET
SVT SIGHT VISIBILITY TRIANGLE EASEMENT
PUE PUBLIC UTILITY EASEMENT
WSE WATER & SEWER EASEMENT
MWD MARICOPA WATER DISTRICT



Toll at Prasada,
Phase 2 GOLF Re-Plat

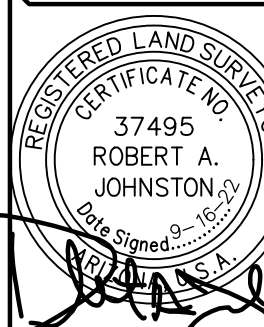
SURPRISE, ARIZONA

Final Plat

Project:

Revisions:

Designer: RAJ
Drawn by: TJF



Job No.

16-339

FP06

Sheet No.

6
of 7

EXISTING RECORDED EASEMENTS

"A" MWD 20' CROSS-CUT EASEMENT AND PIPELINE, NO. 2019-0008835
"B" 8'X30' PUE & EMERGENCY ACCESS EASEMENT, BOOK 1576 OF MAPS, PAGE 33, MCR
"C" 13.5'X30' PUE & EMERGENCY ACCESS EASEMENT, BOOK 1576 OF MAPS, PAGE 33, MCR
"D" 78' DRAINAGE EASEMENT, BOOK 1435 OF MAPS, PAGE 36, M.C.R.
"E" MWD 33' ROMOLA LTD FEE, BK 22, PG 15, M.C.R.

** TOLL AT PRASADA,
PHASE 1 RE-PLAT
BOOK 1586 OF MAPS, PAGE 16, MCR

** HOLE 18 TRACT

TOLL AT PRASADA,
PHASE 2 MASTER PLAT
BOOK 1576 OF MAPS, PAGE 33, MCR

PARCEL Q

12'x13.5' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x8' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

TRACT E

12'x13.5' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x8' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x13.5' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x8' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x13.5' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x8' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x13.5' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x8' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x13.5' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x8' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x13.5' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

12'x8' PUE
BOOK 1576 OF MAPS,
PAGE 33, MCR

LEGEND

- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION - SET 1/2" REBAR WITH CAP RLS 37495
- BRASS CAP TO BE SET AT CONSTRUCTION
- RIGHT-OF-WAY
- MARICOPA COUNTY RECORDER
- PRIVATE STREET
- SIGHT VISIBILITY TRIANGLE EASEMENT
- PUBLIC UTILITY EASEMENT
- WATER & SEWER EASEMENT
- MARICOPA WATER DISTRICT

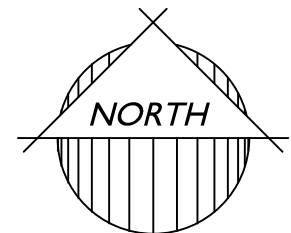
NOTE

* TOLL AT PRASADA PHASE 1 ONSITE INFRASTRUCTURE
PER BOOK 1435 OF MAPS, PAGE 36, MCR

LINE TABLE		
LINE	BEARING	LENGTH
L1	S09°31'32"W	106.12'
L2	S31°34'54"E	55.05'
L3	S54°46'11"W	8.31'
L4	N49°22'13"E	80.37'
L5	N31°34'54"W	107.69'
L6	S73°33'59"W	99.89'
L7	S51°23'30"E	57.29'
L8	S34°04'16"E	64.78'
L9	S11°57'02"E	64.33'
L10	S08°45'01"W	64.44'
L11	S30°04'31"W	64.39'
L12	S49°24'02"E	101.53'
L13	N76°57'12"W	40.49'
L14	S74°19'10"W	98.02'
L15	S14°51'27"E	47.73'
L16	S01°25'12"E	46.50'
L17	S11°26'00"W	46.50'
L18	S27°15'19"W	119.03'
L19	S43°49'26"W	65.93'
L20	S52°16'04"W	60.00'
L21	S52°02'15"W	60.00'
L22	S53°35'00"W	68.70'
L23	S70°11'07"W	64.54'
L24	S83°41'45"W	19.99'
L25	N82°47'40"W	64.53'
L26	N63°37'16"W	55.36'
L27	N45°54'19"W	55.60'
L28	N30°46'35"W	55.90'
L29	N12°10'36"W	55.13'
L30	N06°29'12"E	55.13'
L31	N26°43'01"E	64.29'
L32	N57°51'33"E	65.58'
L33	S89°10'46"E	66.67'
L34	S79°28'00"E	65.40'
L35	N58°25'06"E	122.50'
L36	N73°09'16"E	100.49'
L37	S77°02'56"E	115.95'
L38	S76°02'58"E	132.06'
L39	N01°30'09"W	98.60'
L40	S50°32'54"W	50.97'

LINE TABLE		
LINE	BEARING	LENGTH
L41	S01°34'35"E	44.85'
L42	S45°30'44"E	70.06'
L43	S40°30'14"E	60.07'
L44	N35°09'22"E	144.42'
L45	N13°45'37"E	87.42'
L46	N04°04'55"W	212.96'
L47	S31°34'54"E	239.05'
L48	S31°34'54"E	51.34'
L49	S09°37'35"W	55.80'
L50	S58°25'06"W	155.46'
L51	S52°34'36"W	66.15'
L52	S70°35'42"W	59.42'
L53	S81°12'55"W	50.00'
L54	S81°15'04"W	50.00'
L55	S81°38'27"W	60.00'
L56	S88°14'51"W	64.95'
L57	N90°00'00"W	150.00'
L58	N88°17'56"W	99.96'
L59	S00°00'05"E	115.45'
L60	N89°54'06"W	17.94'
L61	N55°49'15"W	51.47'
L62	N64°24'39"W	228.56'
L63	N23°18'11"E	57.96'
L64	N38°54'07"E	52.61'
L65	N52°40'10"E	64.45'
L66	N16°28'08"E	106.61'
L67	S88°30'15"E	80.66'
L68	N83°49'44"E	15.65'
L69	N14°23'26"E	22.47'
L70	N55°02'52"E	11.83'
L71	N55°10'06"E	55.25'
L72	S31°34'54"E	29.37'
L73	N58°25'06"E	55.44'
L74	S49°24'02"E	76.38'
L75	N72°08'35"W	35.01'
L76	N62°17'15"W	33.41'
L77	S25°54'27"W	124.54'
L78	N75°51'12"W	24.35'
L79	N57°44'09"W	55.64'
L80	S47°33'23"W	66.52'

LINE TABLE		
LINE	BEARING	LENGTH
L81	S00°00'00"E	53.15'
L82	N55°58'18"W	136.99'
L83	N63°26'37"W	25.71'
L84	S63°32'10"W	89.92'
L85	N66°03'15"W	15.95'
L86	S49°48'01"W	87.77'
L87	S31°34'54"E	83.00'
L88	S31°34'54"E	83.00'
L89	N31°34'54"W	83.00'
L90	S58°25'06"W	83.00'
L91	S58°25'06"W	83.00'
L92	N58°25'06"E	83.00'
L93	N58°25'06"E	83.00'
L94	N31°34'54"W	83.00'
L95	S58°25'06"W	70.00'
L96	N58°25'06"E	70.00'
L97	S72°55'05"E	55.96'
L98	S06°58'55"W	8.33'
L99	S08°47'05"E	66.49'
L100	S37°34'25"E	54.00'
L101	N36°07'07"E	32.81'
L102	S53°29'52"W	73.92'
L103	S37°00'05"W	11.11'
L104	S58°38'53"W	16.45'
L105	N70°01'59"W	20.07'
L106	N83°02'28"W	7.23'
L107	S78°23'23"W	24.52'
L108	S75°59'37"W	35.68'
L109	N65°31'53"W	10.15'
L110	N65°24'13"E	42.35'
L111	N39°58'07"E	43.32'
L112	S58°25'06"W	214.35'
L113	N58°25'06"E	83.00'
L114	N58°25'06"E	57.00'
L115	N58°25'06"E	57.00'
L116	N58°25'06"E	57.00'
L117	N58°25'06"E	57.00'
L118	S45°28'16"E	67.44'



S89°59'55"W 2644.60'
W. PEORIA AVENUE

POINT OF COMMENCEMENT
SOUTH QUARTER CORNER SECTION 23 T.3N., R.2W.,
FOUND 2.5" IRON PIPE IN POTHOLE,
FOUND 2" MCDOT ALUMINUM CAP IN POTHOLE LOOSE
STAMPED T3N, R2W, 1/4, S.23|S.26, 2003 29891

NORTHEAST CORNER
SECTION 23, T3N, R2W,
FOUND FLUSH CITY OF
SURPRISE BRASS CAP

EAST QUARTER CORNER
SECTION 23, T3N, R2W,
FOUND MCDOT BRASS
CAP IN HH

SOUTHEAST CORNER
SECTION 23 T.3N., R.2W.,
FOUND MCHD BRASS CAP
IN HAND HOLE

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

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Toll at Prasada,
Phase 2 GOLF Re-Plat
SURPRISE, ARIZONA

Final Plat

Project:
Revisions:
Designer: RAI
Drawn by: TJP

Job No.
16-339
FP07
Sheet No.
7
of 7

CASE NUMBER: FS22-0939

Leslie Carnie

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Tuesday, July 12, 2022 10:05 AM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS22-0939 Toll at Prasada Phase 2 Golf Re-Plat - New Digital Submittal 07.11.22
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Nichole,

Thank you for allowing Luke AFB to make comments on the Toll at Prasada Phase 2 Golf Re-Plat application. As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day.

Respectfully,

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

-----Original Message-----

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Monday, July 11, 2022 12:23 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay ONeil <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Tierney Farago <Tierney.Farago@surpriseaz.gov>
Subject: [Non-DoD Source] FS22-0939 Toll at Prasada Phase 2 Golf Re-Plat - New Digital Submittal 07.11.22

Good afternoon,

Attached please find the application, narrative, and re-plat for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores

Planning Project Coordinator

City of Surprise | Community Development

16000 N Civic Center Plz | Surprise AZ 85374

(623) 222-3244 Direct

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0.1



SURPRISE
ARIZONA

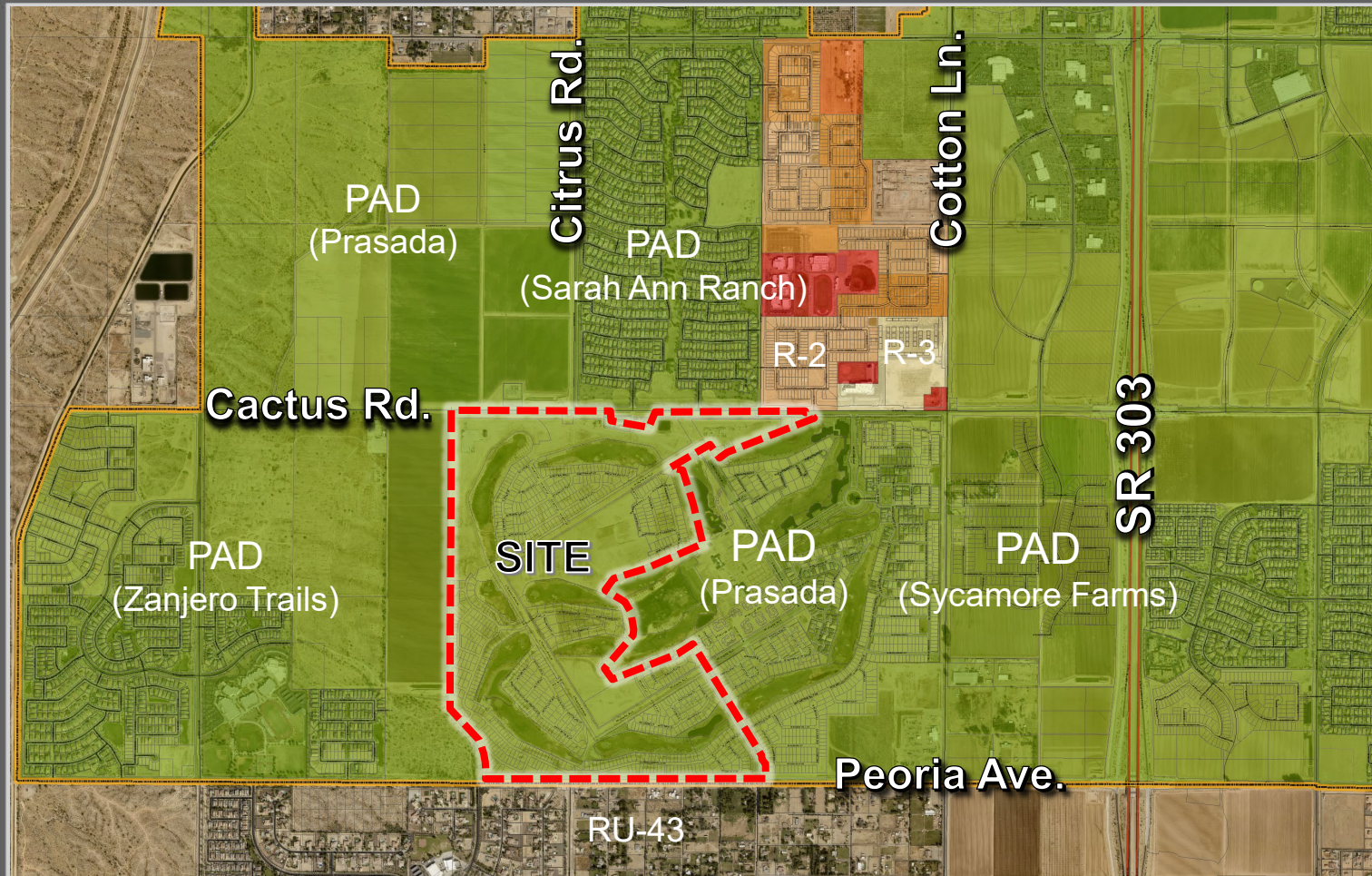
FS22-0939

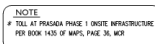
Toll at Prasada Phase 2 Golf Re-Plat

City Council
October 4, 2022

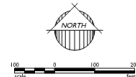


FS22-0939 VICINITY MAP





- LEGEND**
- | | |
|--------|---|
| HI | FOUND MONUMENT, AS NOTED |
| ○ | CORNER OF SUBDIVISION - SET 1/2" REBAR WITH CAP RLS 37495 |
| ⊙ | BRASS CAP TO BE SET AT CONSTRUCTION |
| R/W | RIGHT-OF-WAY |
| M.C.R. | WAPACOPA COUNTY RECORDER |
| PS | PRIVATE STREET |
| SVT | SIGHT VISIBILITY TRIANGLE EASEMENT |
| PUE | PUBLIC UTILITY EASEMENT |
| WSE | WATER & SEWER EASEMENT |
| WWD | WAPACOPA WATER DISTRICT |
- 



**Toll at Prasad,
Phase 2 GOLF Re-Plat**
SUBPIDE, ARIZONA
Final Plat

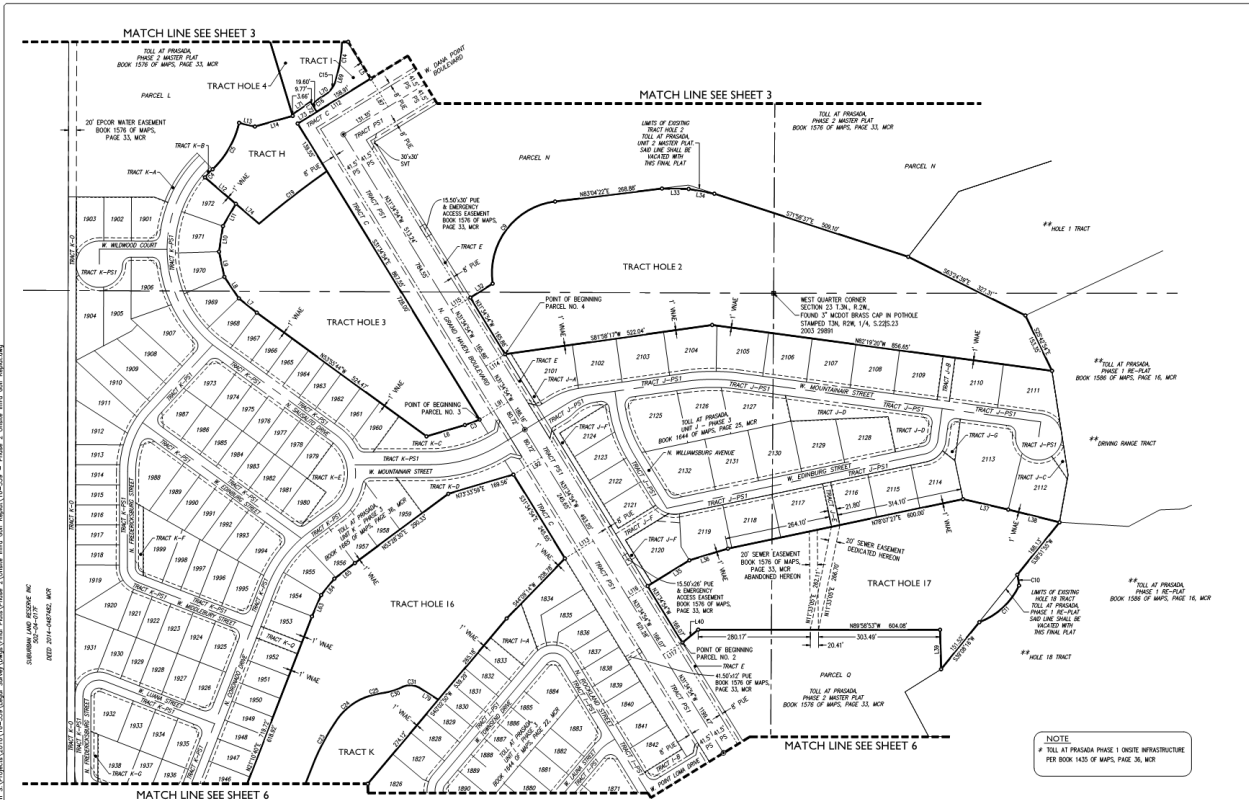
[illegible]

Designer: RAJ
 Drawn by: TJP

 job No.
16-339
FP03
 Sheet No.
3
 of 7

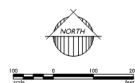


STANDARD LAND RECORDS, INC.
2012-2014-2016-2018



NOTE
TOLL AT PRASADA PHASE 1 MONITOR INFRASTRUCTURE PER BOOK 1425 OF MAPS, PAGE 36, MCR

- LEGEND**
- FOUND MONUMENT, AS NOTED
 - ◉ CORNER OF SUBDIVISION - SET 1/2" REBAR WITH CAP RLS 37495
 - ⊙ BRASS CAP TO BE SET AT CONSTRUCTION
 - ⊙/N NORTH-COUNTY
 - W.C.R. WILKINSON COUNTY RECORDER
 - PS PRIVATE STREET
 - STRT SHORTLY TRIMMED EXEMPT
 - PUE PUBLIC UTILITY EASEMENT
 - WE WATER & SEWER EASEMENT
 - WMD WILKINSON WATER DISTRICT



1120 N. Adams Street, Suite 100
Nashville, TN 37203
Phone: 615.259.1100
Fax: 615.259.1101
www.eps-group.com

Toll at Prasada
Phase 2, Gold Re-Plat

Final Plat

Project: 16-2339

Drawn by: TJP

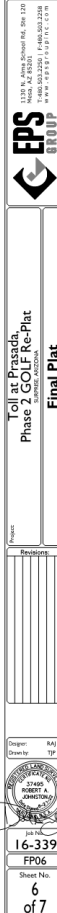
16-2339

FP05

Sheet No. 5

of 7

FS22-0939 Final Plat





SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 4, 2022 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 6
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to the Final Plat entitled, "Re-Plat Lot 2" and dated June 08, 2022, a property generally located at the southeast corner of Cactus Road and Reems Road; Case FS22-0445.

Motion:

I move to approve the Final Plat entitled, "Re-Plat Lot 2" and dated June 08, 2022.

Background:

Neil Feaser with RKAA Architects, Inc. requests approval of a re-plat of a parcel within the Rancho Gabriela (PAD) to accommodate the development of two drive-through restaurants.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-0445 Cactus & Reems Filiberto's - Staff Report 100422 CC
 2. 01 FS22-0445 Cactus & Reems Filiberto's - Vicinity Map
 3. 02 FS22-0445 Cactus & Reems Filiberto's - Zoning Map
 4. 03 – FS22-0445 Cactus & Reems Filiberto's – Final Plat
 5. 04 - FS22-0445 Cactus Rd & Reems Rd Filibertos Final Plat - New Digital Submittal 03.24.22
 6. FS22-0445 Cactus & Reems Filiberto's - Presentation 100422 CC
-

Case: FS22-0445

Project Name: Cactus & Reems Filiberto's Final Plat

Council District: 6 – Palo Verde

Meeting Date: October 4, 2022

Planner: Leslie Carnie

Owner: Avalon Development

Applicant: Neil Feaser with RKAA Architects Inc.

Request: Final Plat of approximately 2.08 acres

Site Location: Generally located at the southeast corner of Cactus Road and Reems Road

Area: 2.08 acres

Density: N/A

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

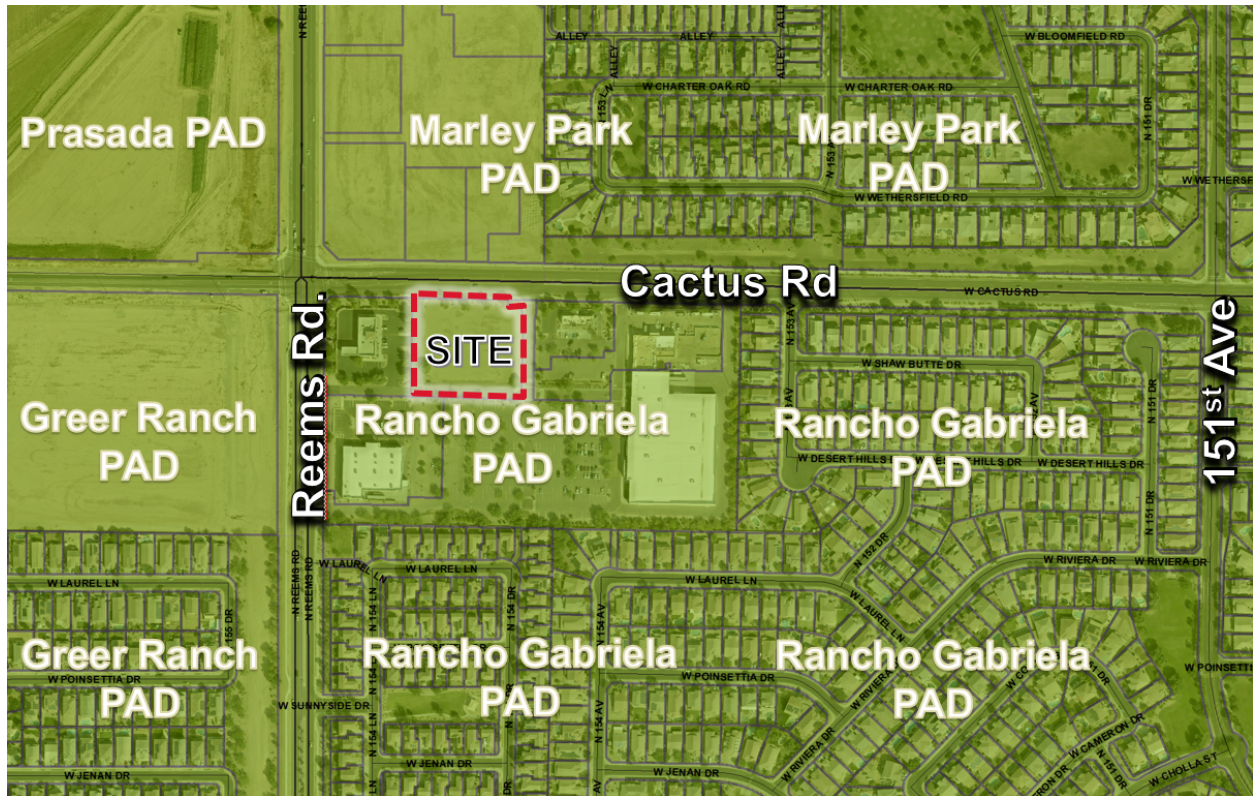
Support/Opposition: None known

Project Description:

Neal Feaser with RKAA Architects Inc. requests approval of a Final Plat of a parcel within the Rancho Gabriela (PAD) to accommodate two drive – through restaurant projects.

Surrounding Zoning:

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



PAD - Prasada	PAD – Marley Park	PAD – Marley Park
PAD – Greer Ranch	PAD – Rancho Gabriela	PAD – Rancho Gabriela
PAD – Greer Ranch	PAD – Rancho Gabriela	PAD – Rancho Gabriela

Analysis and Discussion:

The subject request seeks to divide one parcel into two parcels to accommodate two drive-through restaurants. There is currently a Conditional Use Permit (CUP) with Site Plan under review for a Filiberto’s restaurant on Parcel 2A (Case #FS22-0447). This project will account for 0.97 acres of the overall site. Lot 1A of the subject plat, which encompasses the remaining 1.12 acres of the overall site, will be developed separately by a different developer at a later date.

The subject plat and proposed site plan are shown below.

62
63 **Conformance with Adopted Plans:**

64 **Surprise General Plan 2035:** The proposal is consistent with the Surprise General Plan 2035.
65

66 **Reviewing Agencies:**

67 In addition to the standard city reviewing agencies, who indicate no objections to the requests, Luke
68 Air Force Base, Maricopa Water District, and Maricopa County Department of Transportation were
69 included in the routing of this case. These agencies also indicate no objections.
70

71 **Summary:**

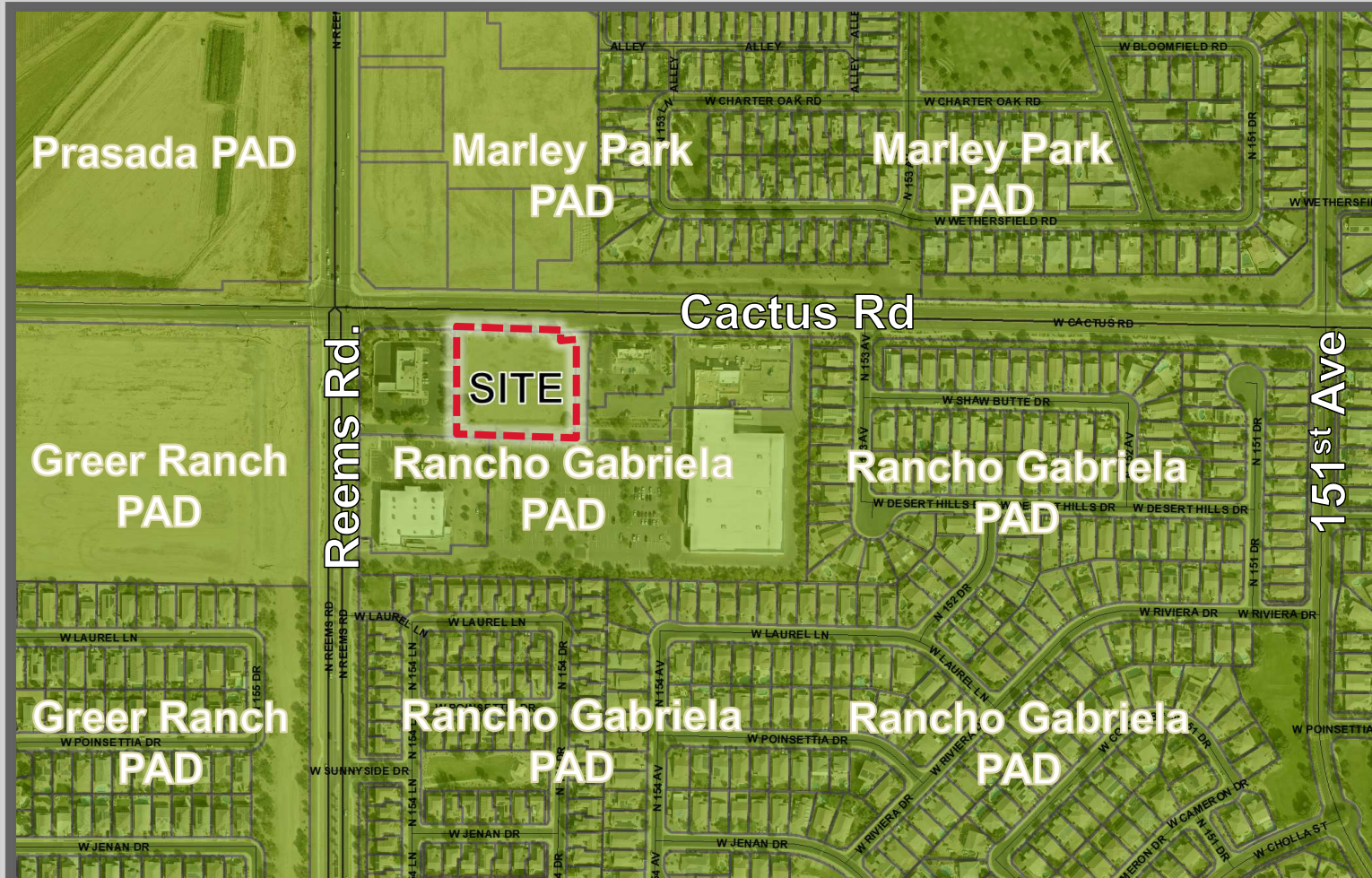
72 The subject Final Plat meets the requirements of the Rancho Gabriela PAD, in addition to other
73 applicable requirements as set forth in the LDO. All city reviewing departments have reviewed the
74 request and expressed no concerns.
75

76 **Findings:**

- 77 • The proposed Final Plat is consistent with the Surprise General Plan.
78 • The proposed Final Plat is consistent with the Rancho Gabriela PAD.
79 • The reviewing agencies have indicated no objections.
80

81 **Attachments:**

82 01 Vicinity Map
83 02 Zoning Map
84 03 Final Plat
85 PPT



FS22-0445 ZONING MAP

FINAL PLAT OF "RE-PLAT LOT 2"

A RE-PLAT OF LOT 2, CACTUS PLAZA, BOOK 960 OF MAPS, PAGE 15, M.C.R.'S,
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH,
RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS: AVALON CACTUS, LLC, AS OWNER HAS SUBDIVIDED UNDER THE NAME OF FINAL PLAT FOR "RE-PLAT LOT 2" A RE-PLAT OF LOTS 2, OF CACTUS PLAZA, BOOK 960 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHED THIS PLAT AS AND FOR THE FINAL PLAT OF "RE-PLAT LOT 2" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT, TRACT, STREETS AND EASEMENTS, CONSTITUTING SAME AND THAT EACH LOT, TRACT, STREETS AND EASEMENTS SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. AVALON CACTUS, LLC, AS OWNER, HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE PREMISES. EASEMENTS PROVIDED FOR PURPOSES INDICATED.

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

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

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

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

SAID OWNERS HEREBY GRANT TO THE CITY OF SURPRISE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING AND UTILIZING PUBLIC UTILITIES.

SAID OWNERS HEREBY GRANT TO THE CITY OF SURPRISE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE ACCESS DRIVES, PARKING LOTS, AND SIDEWALKS OF THIS PLAT AND EVERY LOT AND PARCEL THEREOF THAT IS REASONABLY NECESSARY FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING AND UTILIZING WATER METERS LOCATED IN THIS PLAT. THE EASEMENT GRANTED IS PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF..

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

IN WITNESS WHEREOF, AVALON CACTUS, LLC, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____,
ITS _____, THEREUNTO DULY AUTHORIZED THIS _____, DAY OF _____,
2022.

OWNER/AUTHORIZED SIGNER: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS _____, DAY OF _____, 2022, _____,
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF TO BE THE AUTHORIZED SIGNER FOR AVONDALE CACTUS, LLC, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS _____,
EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED.

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

BY _____,
NOTARY PUBLIC

MY COMMISSION EXPIRES _____.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF SURPRISE, ARIZONA
ON THIS _____ DAY OF _____, 2022.

ATTEST: _____ DATE _____
MAYOR

CITY CLERK DATE _____

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

APPROVED CITY ENGINEER _____, DATE _____.

CITY NOTES

- EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A.) REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING;
B.) CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.
- ZONING FOR THIS PROPERTY IS PAD, ZONING CASE #PADA02-037.
- ELECTRICAL LINES TO BE CONSTRUCTED AND RELOCATED AS REQUIRED BY THE ARIZONA CORPORATE COMMISSION GENERAL ORDER R-14-2-133.
- NO ON-SITE GRADING OR EXCAVATING SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING WITHIN LANDSCAPE EASEMENTS ON THEIR PROPERTY AND FOR THE MAINTENANCE OF LANDSCAPING WITHIN THE RIGHT-OF-WAY ADJACENT TO THEIR PROPERTY
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- RECIPROCAL VEHICULAR AND PEDESTRIAN CROSS-ACCESS EASEMENTS AND COMMON AREA MAINTENANCE OBLIGATIONS EXIST BETWEEN LOTS 1-7, INCLUSIVE, AND ANY FUTURE SUBDIVISIONS THEREOF. FOR FURTHER DETAIL ABOUT SUCH CROSS-ACCESS EASEMENTS AND MAINTENANCE OBLIGATIONS, REFER TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR CACTUS PLAZA RECORDED IN DOCUMENT NO. 20047-0678341, RECORDS OF MARICOPA COUNTY, ARIZONA, AND AMENDMENTS THERETO.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREET, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- IN ACCORDANCE WITH ARS 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

RELEASE OF LIABILITY

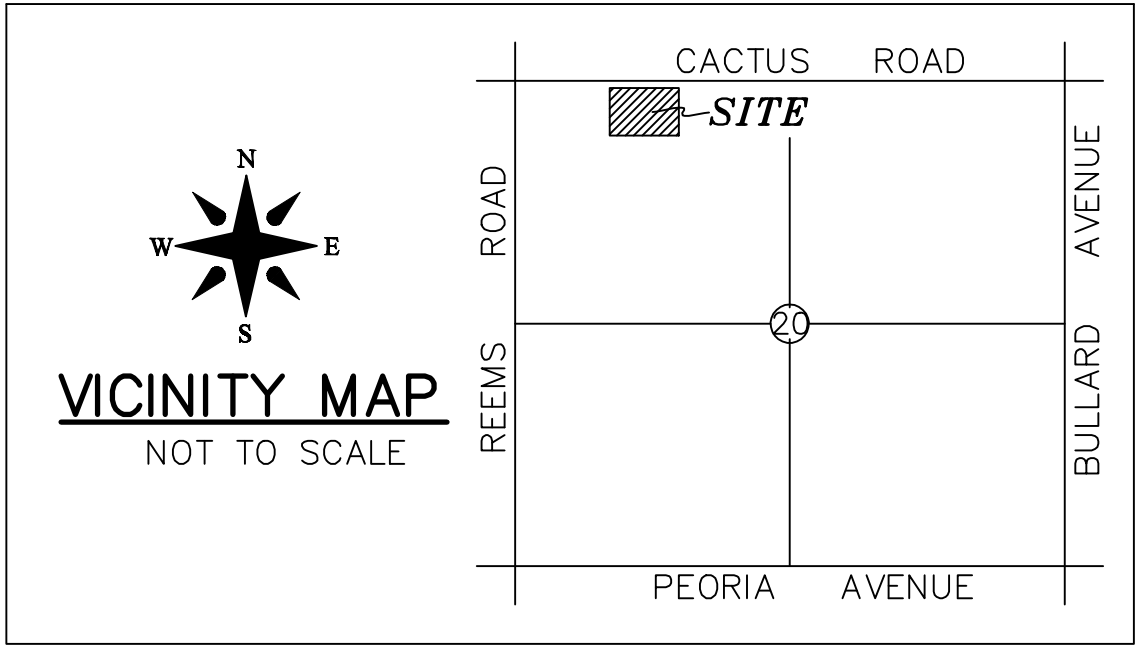
AVALON CACTUS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE: AND (2) AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE: OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY WITHIN THIS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

SAID OWNERS HEREBY FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THIS PLAT, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS, AND SUCH ACCEPTANCE SHALL NOT BE UNREASONABLY WITHHELD.

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

AVIGATION EASEMENT:
AVALON CACTUS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY DOES HEREBY GRANT BARGAIN SELL AND CONVEY UNTO GRANTEE ITS SUCCESSORS AND ASSIGNS A NONEXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT WILL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO FLY AIRCRAFT OVER THE EASEMENT AREA TOGETHER WITH ITS ATTENDANT NOISE VIBRATION FUMES DUST FUEL AND LUBRICANT PARTICLES AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT LUKE AIR FORCE BASE GRANTOR WILL NOT ALLOW ANYTHING TO IMPEDED GRANTEEES USE OF THIS AVIGATION EASEMENT.

AVALON CACTUS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY: _____ DATE _____.



OWNER

AVALON CACTUS, LLC
7333 E. DOUBLETREE RANCH RD, STE 140
SCOTTSDALE, AZ 85258
PH: 480-376-8750

SITE ADDRESS

APN: 501-97-631
15433 W. CACTUS ROAD,
SURPRISE, AZ 85258

SURVEYOR

S&W LAND SURVEYING SERVICES, IINC
11042 N. 24TH STREET, SUITE 104
PHOENIX, AZ 85029
PHONE: 602-368-8644
CONTACT: RICHARD STOCKMAN

FLOOD_ZONE_INFORMATION

FLOOD INSURANCE RATE MAP NUMBER 04013C1660L
MAP REVISION DATE OF OCTOBER 16, 2013,

ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MIL; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

FLOOD ZONE DESIGNATION PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SURVEY BENCHMARK

CITY OF SURPRISE BENCHMARK "PE03", BRASS DISK, TOP OF HEADWALL, NORTHWEST CORNER OF THE INTERSECTION OF PEORIA AVENUE AND REEMS ROAD.
ELEVATION = 1147.30' (NAVD 88)

LEGAL DESCRIPTION

LOT 2, CACTUS PLAZA AS RECORDED IN BOOK 960 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS, MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN;

BASIS OF BEARINGS

SOUTH 88 DEGREES 49 MINUTES 47 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER, SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 WEST, PER THE PLSS SUBDIVISION RECORD OF SURVEY, RECORDED IN BOOK 688 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA..

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

R.A. Stockman
RICHARD A. STOCKMAN, L.S., AZ 36326
11042 N. 24TH AVENUE, SUITE 104
PHOENIX, ARIZONA 85029
PHONE: 602-368-8644

REGISTRED LAND SURVEYOR
36326
RICHARD A. STOCKMAN
ARIZONA, U.S.A.
EXPIRES 6/30/25

11042 N. 24TH AVE, STE 104
PHOENIX, ARIZONA 85029
PHONE :602-368-8644
WWW.SWLANDSURVEYING.COM

LAND
SURVEYING
SERVICES
S&W

FINAL PLAT OF "RE-PLAT LOT 2"

A RE-PLAT OF LOT 2, CACTUS PLAZA, BOOK 960 OF MAPS, PAGE 15, M.C.R.'S,
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH,
RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

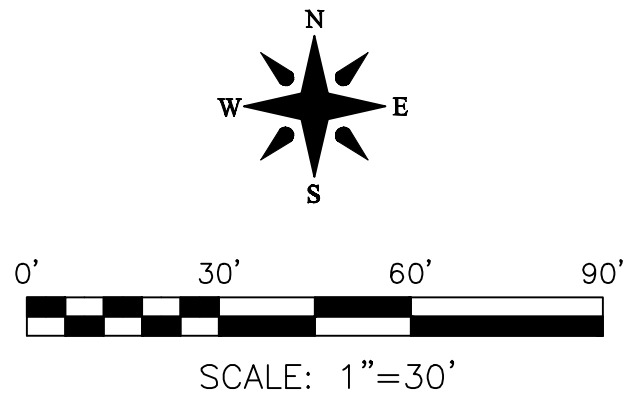
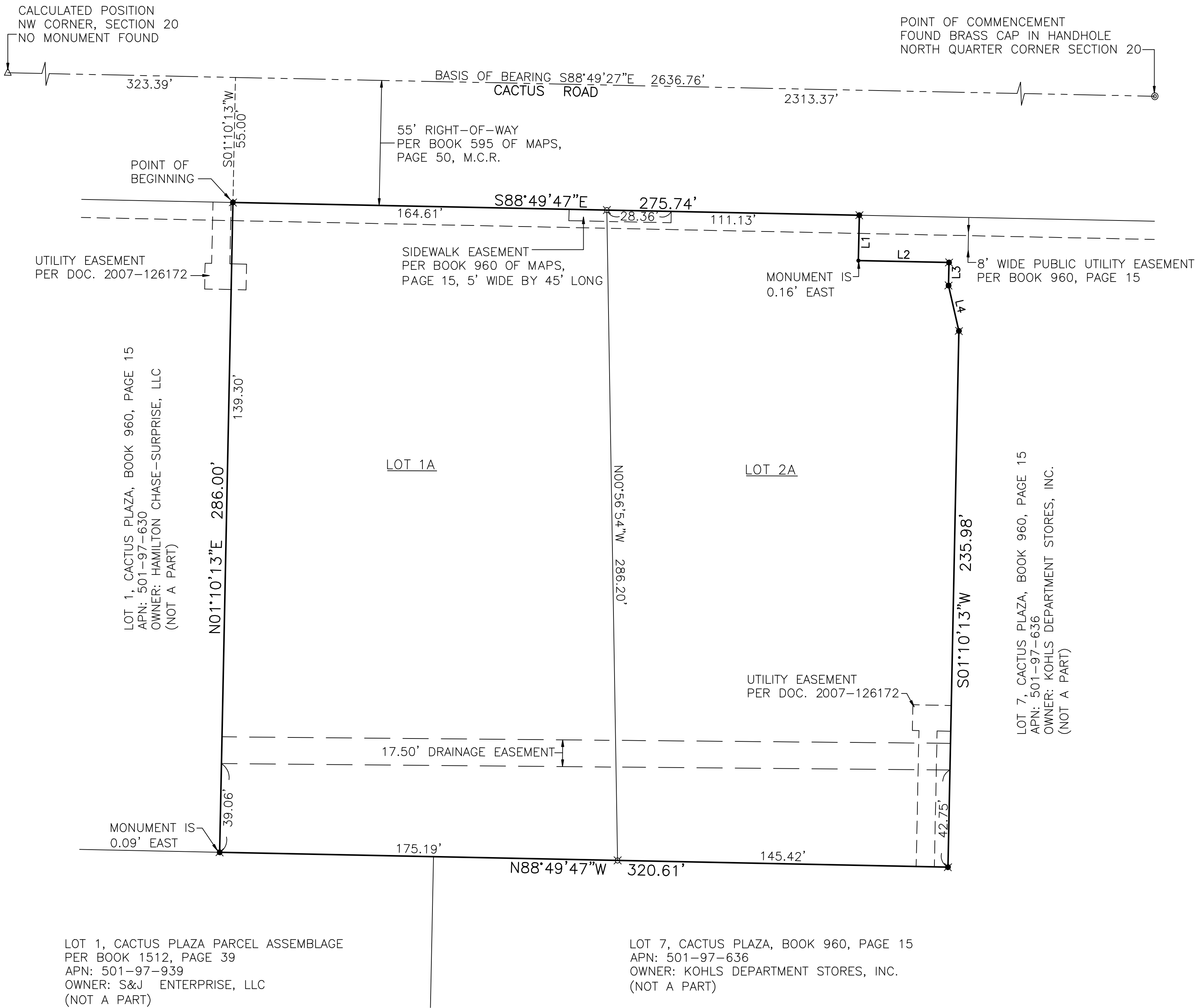
R.A. Stockman
REGISTRED LAND SURVEYOR
36326
RICHARD A. STOCKMAN
ARIZONA, U.S.A.
EXPIRES 6/30/25

SHEET

1 OF 2

FINAL PLAT OF "RE-PLAT LOT 2"

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LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH,
RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



LINE	BEARING	DISTANCE
L1	S01°10'13"W	19.99'
L2	S88°49'47"E	39.90'
L3	S01°10'13"W	10.13'
L4	S12°51'21"E	20.51'

MONUMENT SYMBOL LEGEND

- - FOUND BRASS CAP IN HANDHOLE
- ✱ - FOUND P.K. NAIL WITH WASHER RLS 41282
- - FOUND 1/2" IRON ROD WITH CAP RLS 41282
- Δ - CALCULATED POSITION
- ⋈ - SET P.K. NAIL WITH WASHER RLS 36326

BOUNDARY/EASEMENT LEGEND

- BOUNDARY LINE
- LOT/RIGHT-OF-WAY LINE
- SECTION LINE
- - - - - EASEMENT LINE

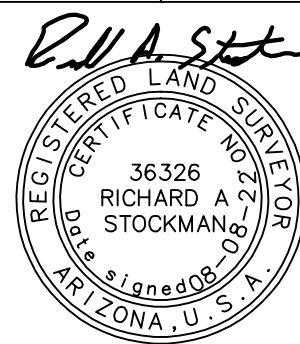
LOT	AREA
LOT 1A	48,590 S.F./1.1155 ACRES
LOT 2A	42,107 S.F./0.9667 ACRES
TOTAL	90,697 S.F./2.0822 ACRES

11042 N. 24TH AVE, STE 104
PHOENIX, ARIZONA 85029
PHONE :602-368-8644
WWW.SWLANDSURVEYING.COM

LAND
SURVEYING
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S&W

FINAL PLAT OF "RE-PLAT LOT 2"

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RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



EXPIRES 6/30/25

SHEET

2 OF 2

From: [JAMES, MARK C GS-12 USAF AETC 56 FW/CVE](#)
To: [Nichole Flores](#)
Cc: [56 FW/CIT Community Initiative](#)
Subject: RE: FS22-0445 Cactus Rd & Reems Rd Filibertos Final Plat - New Digital Submittal 03.24.22
Date: Wednesday, March 30, 2022 11:25:48 AM
Attachments: [smime.p7s](#)
[ATT00001.txt](#)
[ATT00002.htm](#)

Nichole,

Thank you for allowing Luke AFB to make comments on the Cactus Rd & Reems Rd Filibertos Final Plat Application. This design review application is to develop a restaurant with drive thru. The site is located at the SE corner of Cactus and Reems in Surprise, AZ. It is approximately .7 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform the tenant about Luke AFB operations.

Respectfully,

Mark James

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

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Thursday, March 24, 2022 4:27 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay ONeil <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Subject: [Non-DoD Source] FS22-0445 Cactus Rd & Reems Rd Filibertos Final Plat - New Digital

Submittal 03.24.22

Good afternoon,

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores

Planning Project Coordinator

City of Surprise | Community Development

16000 N Civic Center Plz | Surprise AZ 85374

(623) 222-3244 Direct

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
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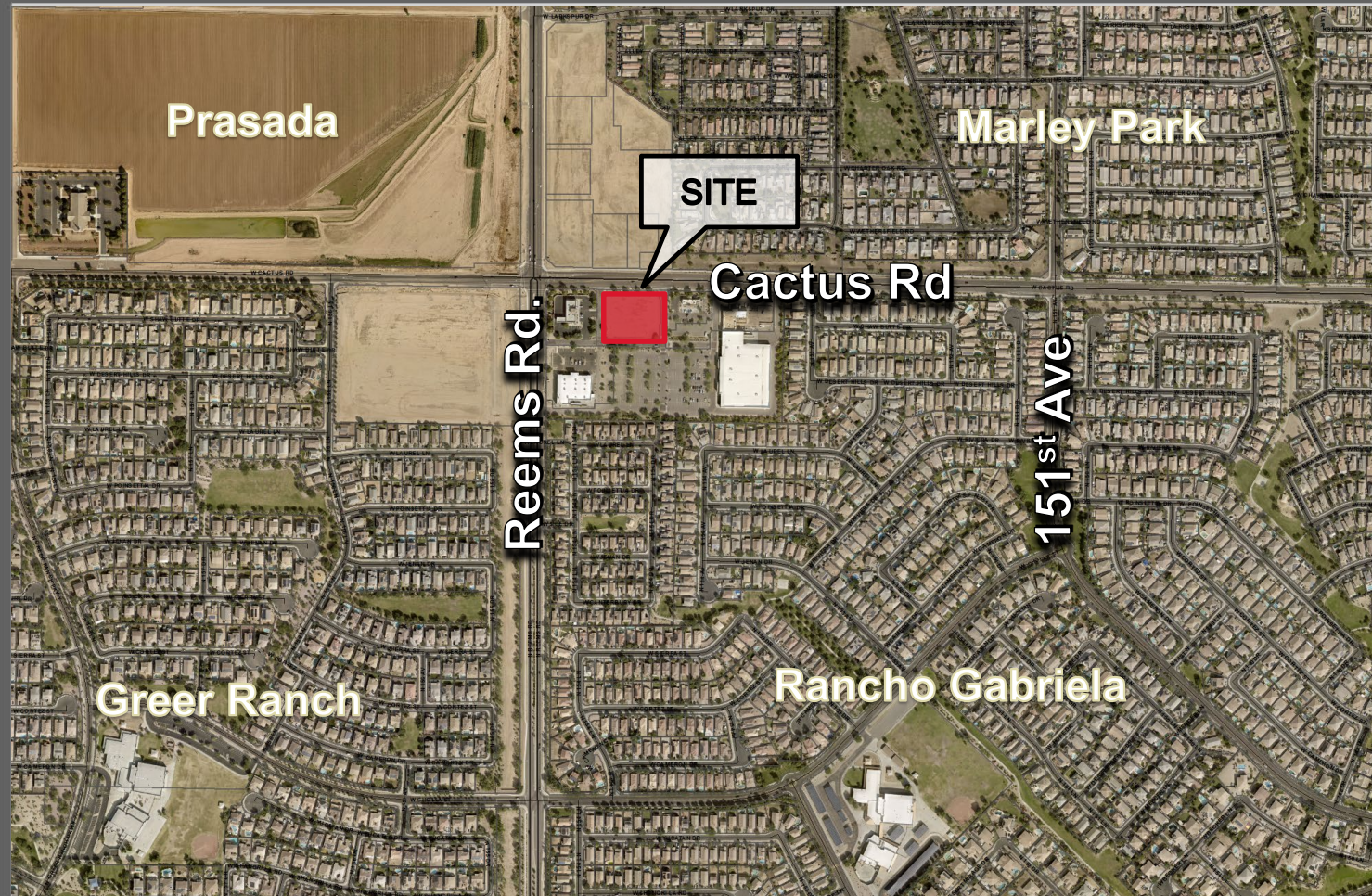


S U R P R I S E
ARIZONA

FS22-0445

**Reems & Cactus Filiberto's
Final Plat**

City Council
October 4, 2022



Reems Rd.

SITE

Cactus Rd

151st Ave

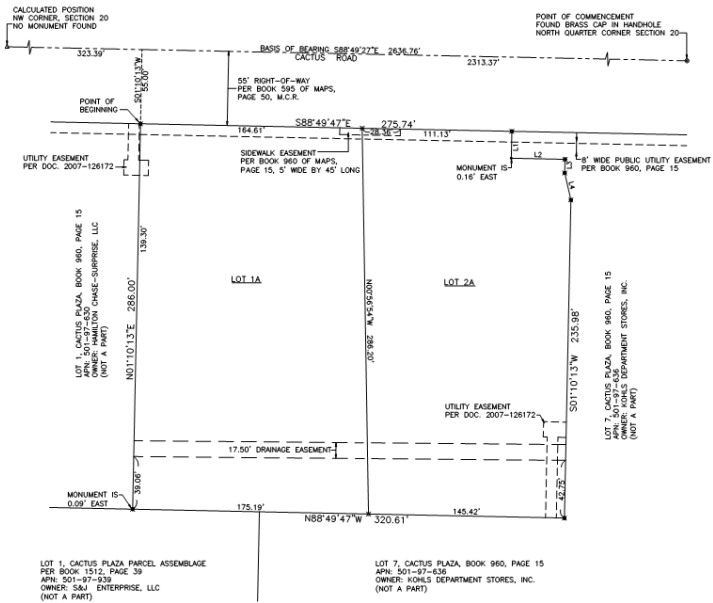
FS22-0445 VICINITY MAP



FS22-0445 ZONING MAP

FINAL PLAT OF "RE-PLAT LOT 2"

A RE-PLAT OF LOT 2, CACTUS PLAZA, BOOK 960 OF MAPS, PAGE 15, M.C.R.'S,
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH,
RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



LINE	BEARING	DISTANCE
L1	S01°10'13"W	19.99'
L2	S01°49'47"E	39.90'
L3	S01°10'13"W	10.13'
L4	S12°51'21"E	20.51'

MONUMENT SYMBOL LEGEND

- - FOUND BRASS CAP IN HANDHOLE
- - FOUND P.K. NAIL WITH WASHER RLS 41282
- * - FOUND 1/2" IRON ROD WITH CAP RLS 41282
- △ - CALCULATED POSITION
- ≡ - SET P.K. NAIL WITH WASHER RLS 36326

BOUNDARY/EASEMENT LEGEND

- _____ - BOUNDARY LINE
 _____ - LOT/RIGHT-OF-WAY LINE
 - - - - - SECTION LINE
 - - - - - EASEMENT LINE

AREA TABLE	
LOT	AREA
LOT 1A	48,590 S.F./1.1155 ACRES
LOT 2A	42,107 S.F./0.9667 ACRES
TOTAL	90,697 S.F./2.0822 ACRES

S&W LAND SURVEYING SERVICES

FINAL PLAT OF "RE-PLAT LOT 2"

A RE-PLAT OF LOT 2, CACTUS PLAZA, BOOK 960 OF MAPS, PAGE 15, M.C.R.'S,
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH,
RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

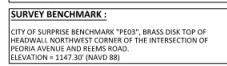


SHEET

2 OF 2

CASE # FS22-0445

FS22-0445 Final Plat

[illegible]

LOT 2, CACTUS PLAZA
OWNER: CONTINENTAL CACTUS & REEMS L
(TOTAL COMBINED AREA: 90,697.61 SF)
PROJECT SITE AREA: 42,107.28 SF
TOTAL AREA OF DISTURBANCE: 42,107.28 SF



CASE #: FS22-0447

[illegible]

SITE PLAN



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 4, 2022

Contact Person: Trever Fleetham, PLANNER
SENIOR

Submitting Department: Community Development District: District 3

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the Final Plat entitled, "Prasada Apartments" and dated August 22, 2022, a property generally located at the northeast corner of Cotton Lane and Waddell Road; Case FS22-0670.

Motion:

I move to approve the Final Plat entitled, "Prasada Apartments" and dated August 22, 2022.

Background:

Evan Bilton with NextGen Apartments requests approval of a replat of a parcel within the Prasada Planned Area Development (PAD) to accommodate a multi-family residential project.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-0670 Prasada Apartments Replat - Staff Report 100422 CC
 2. 01 - FS22-0670 Prasada Apartments Replat - Vicinity Map
 3. 02 - FS22-0670 Prasada Apartments Replat - Zoning Map
 4. 03 - FS22-0670 Prasada Apartments Replat - Final Plat
 5. FS22-0670 Prasada Apartments Replat - Presentation 100422 CC
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

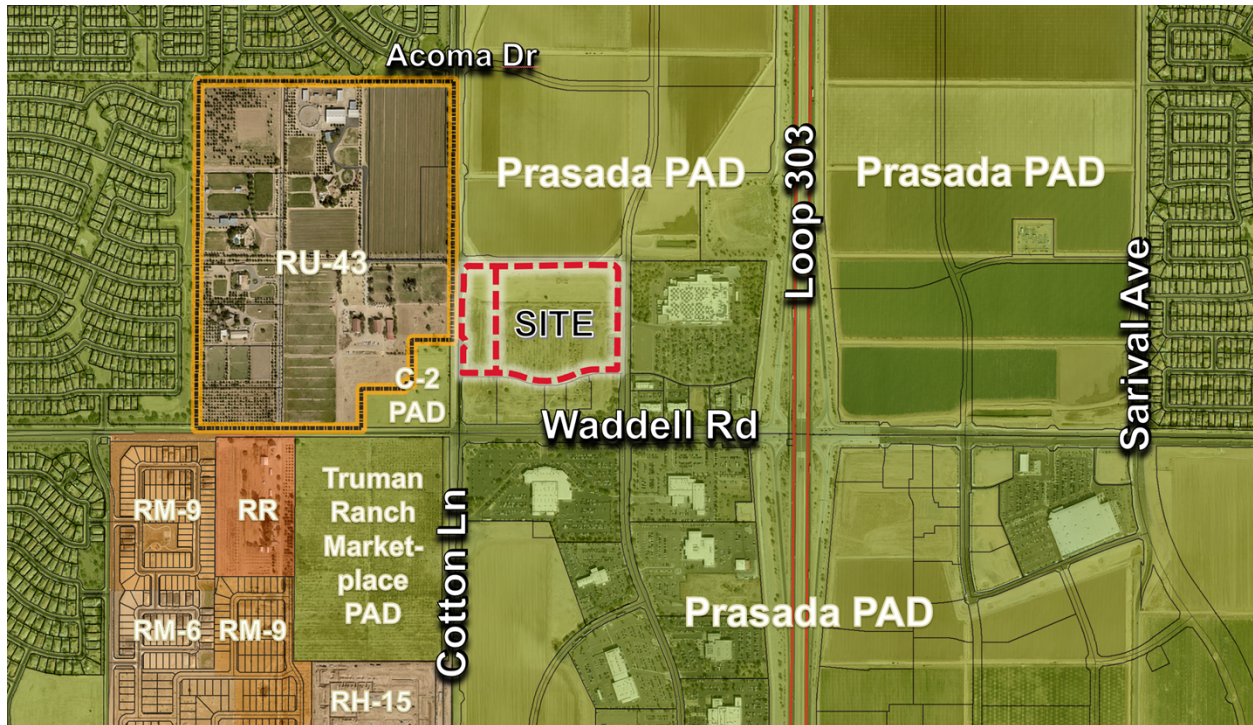
1 **Case:** **FS22-0670**
2
3 **Project Name:** Prasada Apartments Replat
4
5 **Council District:** 3 - Mesquite
6
7 **Meeting Date:** **October 4, 2022**
8
9 **Planner:** Trever Fleetham
10
11
12 **Owner:** NextGen Apartments – Prasada LLC
13
14 **Applicant:** Evan Bilton with NextGen Apartments
15
16 **Request:** Replat of approximately 23.91 acres
17
18 **Site Location:** Generally located at the northeast corner of Cotton Lane and Waddell
19 Road
20
21 **Area:** 23.91 acres
22
23 **Density:** N/A
24
25 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035
26
27 **Support/Opposition:** None known
28
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42

Project Description:

Evan Bilton with NextGen Apartments requests approval of a replat of a parcel within the Prasada Planned Area Development (PAD) to accommodate a multi-family residential project.

Surrounding Zoning:

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



County – RU-43	PAD (Prasada)	PAD (Prasada)
County – RU-43	PAD (Prasada)	PAD (Prasada)
C-2 PAD	PAD (Prasada)	PAD (Prasada)

Analysis and Discussion:

The subject request seeks to divide one lot into two lots to accommodate a multi-family residential development. The Prasada Apartments, administratively approved under case FS21-654, will account for 18.91 acres of the overall site, known as Lot 1B of the subject plat. Lot 1A of the subject plat, which encompasses the remaining 5.0 acres of the overall site, will be developed separately by a different developer at a later date.

The subject plat and approved site plan are shown below.

59
60 **Conformance with Adopted Plans:**

61 **Surprise General Plan 2035:** The proposal is consistent with the Surprise General Plan 2035.
62

63 **Reviewing Agencies:**

64 In addition to the standard city reviewing agencies, who indicate no objections to the requests, Luke
65 Air Force Base, Maricopa Water District, and Maricopa County Department of Transportation were
66 included in the routing of this case. These agencies also indicate no objections.
67

68 **Summary:**

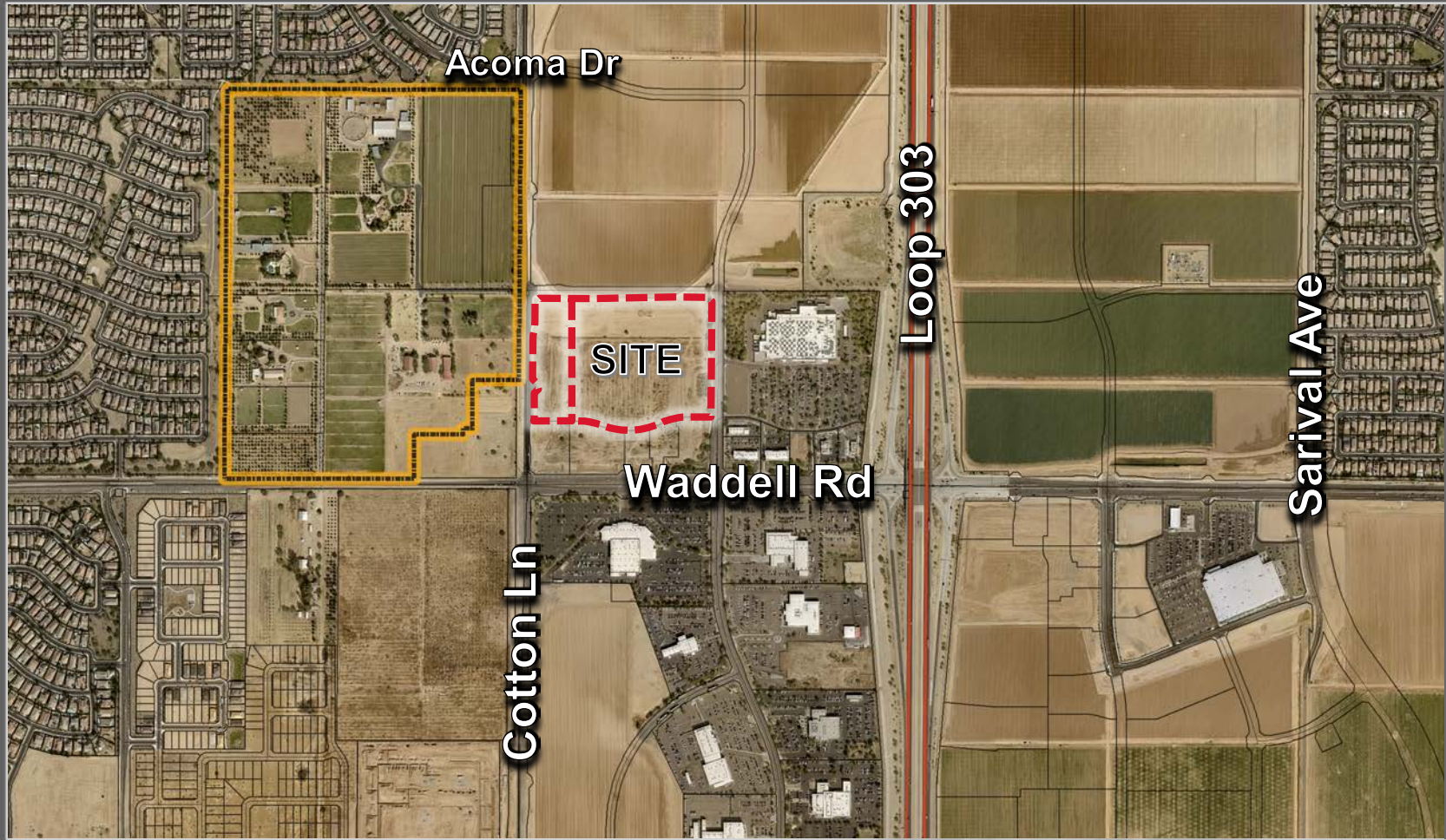
69 The subject Final Plat meets the requirements of the Prasada PAD, in addition to other applicable
70 requirements as set forth in the LDO. All city reviewing departments have reviewed the request and
71 expressed no concerns.
72

73 **Findings:**

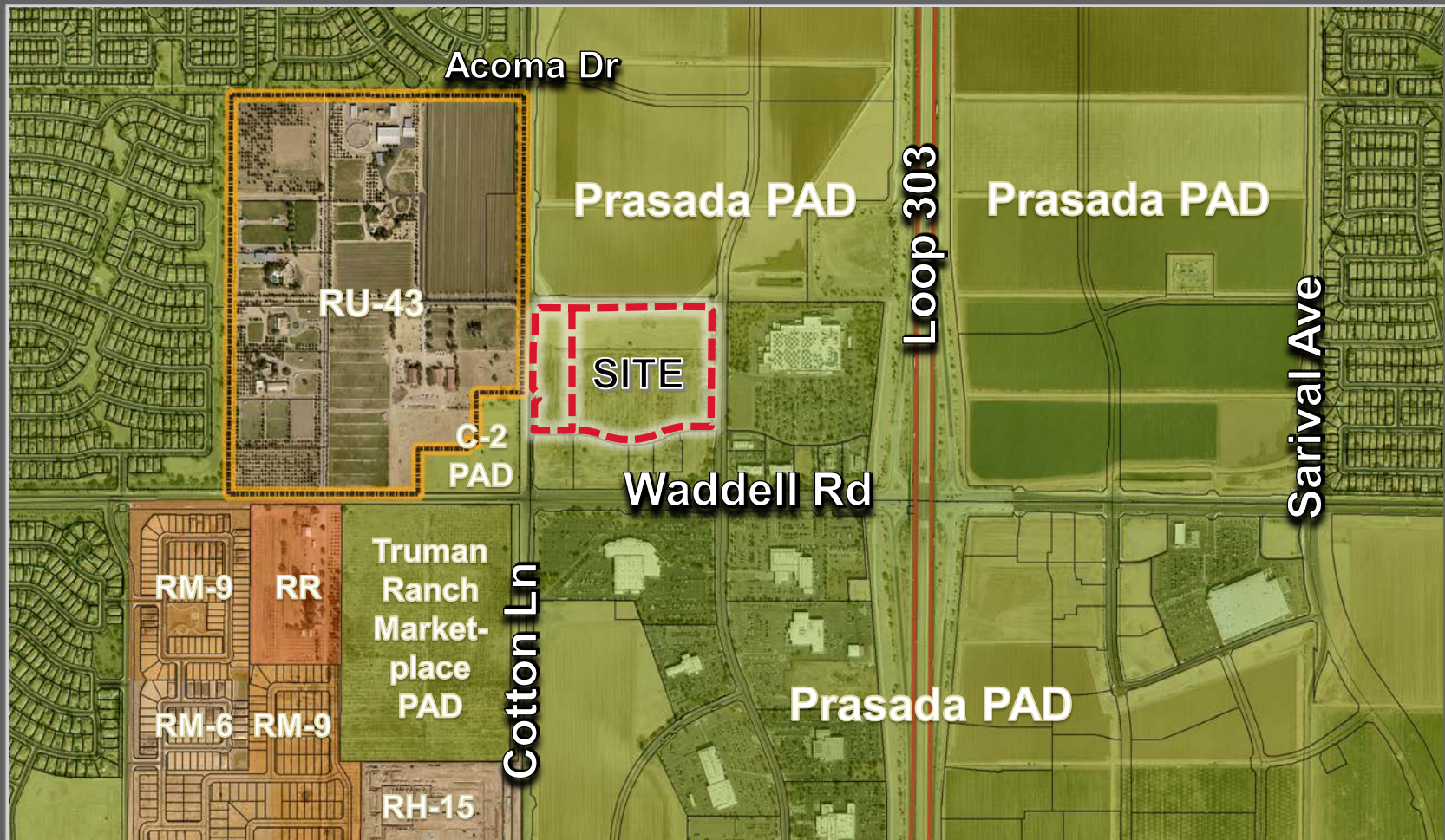
- 74 • The proposed Final Plat is consistent with the Surprise General Plan.
75 • The proposed Final Plat is consistent with the Prasada PAD.
76 • The reviewing agencies have indicated no objections.
77

78 **Attachments:**

79 01 Vicinity Map
80 02 Zoning Map
81 03 Final Plat
82 PPT



FS22-0670 VICINITY MAP



FS22-0670 ZONING MAP

DEDICATION:

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS

THAT NEXTGEN APARTMENTS - PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND COTTON & WADDELL COMMERCIAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, HAS SUBDIVIDED UNDER THE NAME OF "PRASADA APARTMENTS", A FINAL PLAT LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS FINAL PLAT AS AND FOR THE FINAL PLAT OF PRASADA APARTMENTS", AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID FINAL PLAT.

OWNER HEREBY GRANTS A PERPETUAL WATER EASEMENT AS DESCRIBED IN THE PLAT TO EPCOR WATER ARIZONA INC, AND ITS SUCCESSORS AND ASSIGNS AS GRANTEE, TO CONSTRUCT, OPERATE, AND MAINTAIN WATER LINES AND APPURTENANT FACILITIES UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

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

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

GRANTOR SHALL NOT ERECT, CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE WITHIN THE LIMITS OF THE EASEMENT GRANTED TO THE GRANTEE; PROVIDED, HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

THE EASEMENT IN FAVOR OF THE GRANTEE IS GRANTED SUBJECT TO THE CONDITION THAT GRANTEE SHALL HOLD GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LIABILITIES OR EXPENSES WHICH MAY RESULT FROM GRANTEE'S USE OF THE EASEMENT. BY ACCEPTING THE EASEMENT, THE GRANTEE AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

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

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

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

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

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

IN WITNESS WHEREOF:

THAT NEXTGEN APARTMENTS - PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE UNDERSIGNED OFFICER, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2022.

BY: NXG - PRASADA MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER

BY: TADPOLE MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER

BY: _____
DANIEL EFUNE, SOLE MEMBER

IN WITNESS WHEREOF:

THAT COTTON & WADDELL COMMERCIAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE UNDERSIGNED OFFICER, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2022.

BY: NXG - PRASADA MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER

BY: TADPOLE MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER

BY: _____
DANIEL EFUNE, SOLE MEMBER

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY DANIEL EFUNE, THE SOLE MEMBER OF TADPOLE MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGER OF NXG - PRASADA MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGER OF NEXTGEN APARTMENTS - PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF OF SAID ENTITY.

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

NOTARY PUBLIC

EXPIRES

FINAL PLAT
FOR
PRASADA APARTMENTS

A FINAL PLAT OF LOT 1, REPLAT OF LOT 4 - PRASADA PHASE 2A WEST,
BOOK 1586, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA.
LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

NOTICE OF INTERGOVERNMENTAL AGREEMENT:

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

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

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

PLAT NOTES:

- A. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- B. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- C. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- D. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- E. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X"(SHADED) & FLOOD ZONE "A", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- F. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

NOTICE OF PRASADA 2A DEVELOPMENT AGREEMENT:

LANDOWNER HAS ENTERED INTO A PRASADA 2A DEVELOPMENT AGREEMENT DATED NOVEMBER 19, 2007 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON NOVEMBER 21, 2007 AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 2007-1241466. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AN USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS; AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT NEXTGEN APARTMENTS - PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND COTTON & WADDELL COMMERCIAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 14201 N. 87TH STREET, SUITE B121, SCOTTSDALE, ARIZONA 85260, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATE THIS _____ DAY OF _____, 2022

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

ATTEST:

BY: _____
CHRISTINE CAIN
ITS: PROPERTY & CONTRACTS
MANAGER

BY: _____
GLEN VORTHERMS
ITS: ASSISTANT SECRETARY

NEXTGEN APARTMENTS - PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: NXG - PRASADA MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER

BY: TADPOLE MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER

BY: _____
DANIEL EFUNE, SOLE MEMBER

COTTON & WADDELL COMMERCIAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: NXG - PRASADA MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER

BY: TADPOLE MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER

BY: _____
DANIEL EFUNE, SOLE MEMBER

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY DANIEL EFUNE, THE SOLE MEMBER OF TADPOLE MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGER OF NXG - PRASADA MGR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGER OF COTTON & WADDELL COMMERCIAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF OF SAID ENTITY.

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

NOTARY PUBLIC

EXPIRES

BENCHMARK:

COS BRASS BENCHMARK DISK STAMPED "DOT" LOCATED ON TOP OF DRAINAGE SCUPPER APPROX. 700' NORTH OF WADDELL ROAD ON THE EAST SIDE OF COTTON LANE.
ELEVATION: 1248.65 - NAVD88

BASIS OF BEARING:

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID LINE BEARING N89°43'20"W PER "PRASADA - PHASE 2A WEST" PLAT AS RECORDED IN BOOK 960, PAGE 16 OF MARICOPA COUNTY RECORDS.

REFERENCES:

FINAL PLAT BOOK 960, PAGE 16 M.C.R.

INDEX OF SHEETS	
	DESCRIPTION
MLD01	COVER SHEET
MLD02	FINAL PLAT SHEET

RELEASE OF LIABILITY:

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

CITY OF SURPRISE

COUNCIL APPROVAL:

APPROVED BY THE COUNCIL OF THE
CITY OF SURPRISE, ARIZONA
THIS _____ DAY OF _____, 2022
ATTEST:

MAYOR

CITY CLERK

CITY OF SURPRISE

ENGINEER APPROVAL:

DATA ON THIS FINAL PLAT REVIEWED AND APPROVED
THIS _____ DAY OF _____, 2022, BY
THE CITY ENGINEER OF SURPRISE, ARIZONA

APPROVED:

CITY ENGINEER

CLIENT/DEVELOPER:

NEXTGEN APARTMENTS
14201 N. 87TH STREET, SUITE B121
SCOTTSDALE, ARIZONA 85260

CONTACT: EVAN BILTON
PHONE: (480) 980-9629

ENGINEER:

3 ENGINEERING
6370 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85251

CONTACT: DANIEL G. MANN, P.E.
PHONE: (602) 334-4387
EMAIL: DAN@ENGINEERING.COM

ASSESSOR PARCEL NUMBER:

APN: 501-12-985A & 501-12-985B

RELEASE OF LIABILITY:

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

RELEASE OF LIABILITY:

NEXTGEN APARTMENTS - PRASADA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND COTTON & WADDELL COMMERCIAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT-OF-WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME AS THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

PUBLIC NOTICE:

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

SURVEYOR CERTIFICATION:

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL LOT CORNERS WILL BE PERMANENTLY SET BY COMPLETION OF CONSTRUCTION.

REGISTERED
LAND SURVEYOR
26404
JAMES A.
LOFTIS
8/4/22
DATE
8/4/22
DATE

CASE# FS22-0670

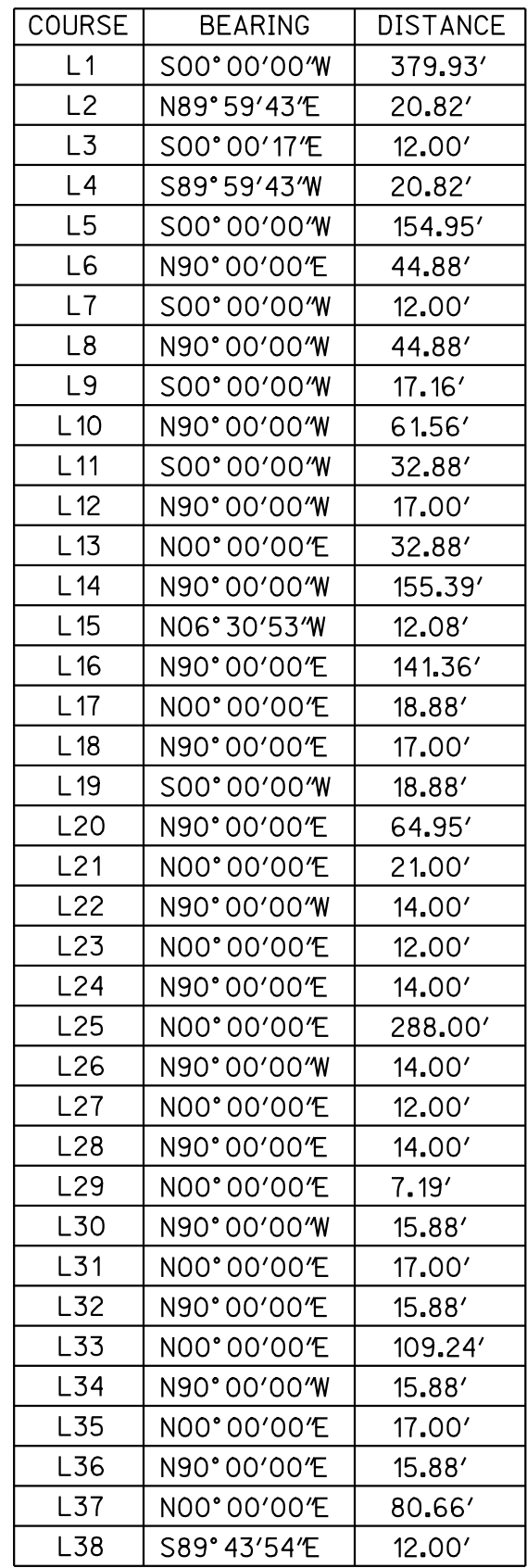
FINAL PLAT - PRASADA APARTMENTS
A REPLAT OF LOT 1

A REPLAT OF LOT 1, "REPLAT OF LOT 4", BOOK 1586, PAGE 17,
RECORDS OF MARICOPA COUNTY, ARIZONA

300engineering
planning civil engineering surveying

3 ENGINEERING, LLC
6370 E. THOMAS ROAD
SUITE # 200
SCOTTSDALE, AZ 85251
PHONE: (602) 334-4387
FAX: (602) 490-3230

PROJECT NO.
1979
DATE: 08/04/22
SHEET NO.
FP01
1 of 2



⊗	SECTION MONUMENTATION - AS NOTED
△	PROPERTY CORNER TO BE SET AT COMPLETION OF MASS GRADING
○	FOUND MONUMENT - AS NOTED
—————	PROPERTY BOUNDARY LINE
—————	SECTION LINE
- - - - -	CENTERLINE
—————	ADJACENT PARCEL LINE
- - - - -	EXISTING EASEMENT LINE
R/W	RIGHT-OF-WAY
DOC.	DOCUMENT
RLS	REGISTERED LAND SURVEYOR
A.P.N.	ASSESSOR PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
(M)	MEASURED
(R)	RECORD
(C)	CALCULATED
FD.	FOUND

0' 30' 60' 120'

REGISTERED LAND SURVEYOR
 CERTIFICATE NO.
 26404
 JAMES A. LOFTIS
 DATE ISSUED 8/4/22
 ARIZONA

3 ENGINEERING, LLC
6370 E. THOMAS ROAD
SUITE # 200
SCOTTSDALE, AZ 85251
PHONE: (602) 334-4387
FAX: (602) 490-3230

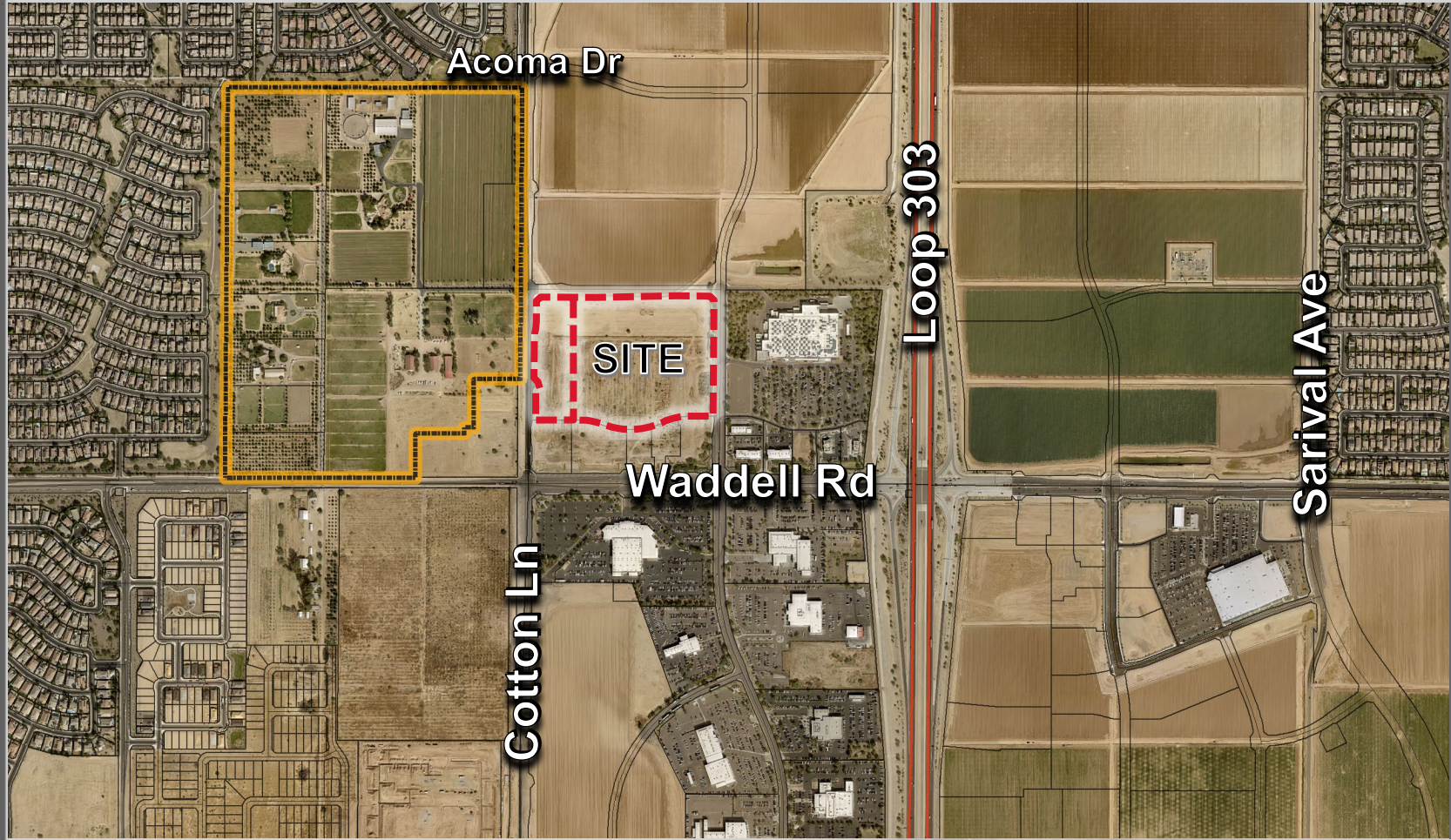


SURPRISE
ARIZONA

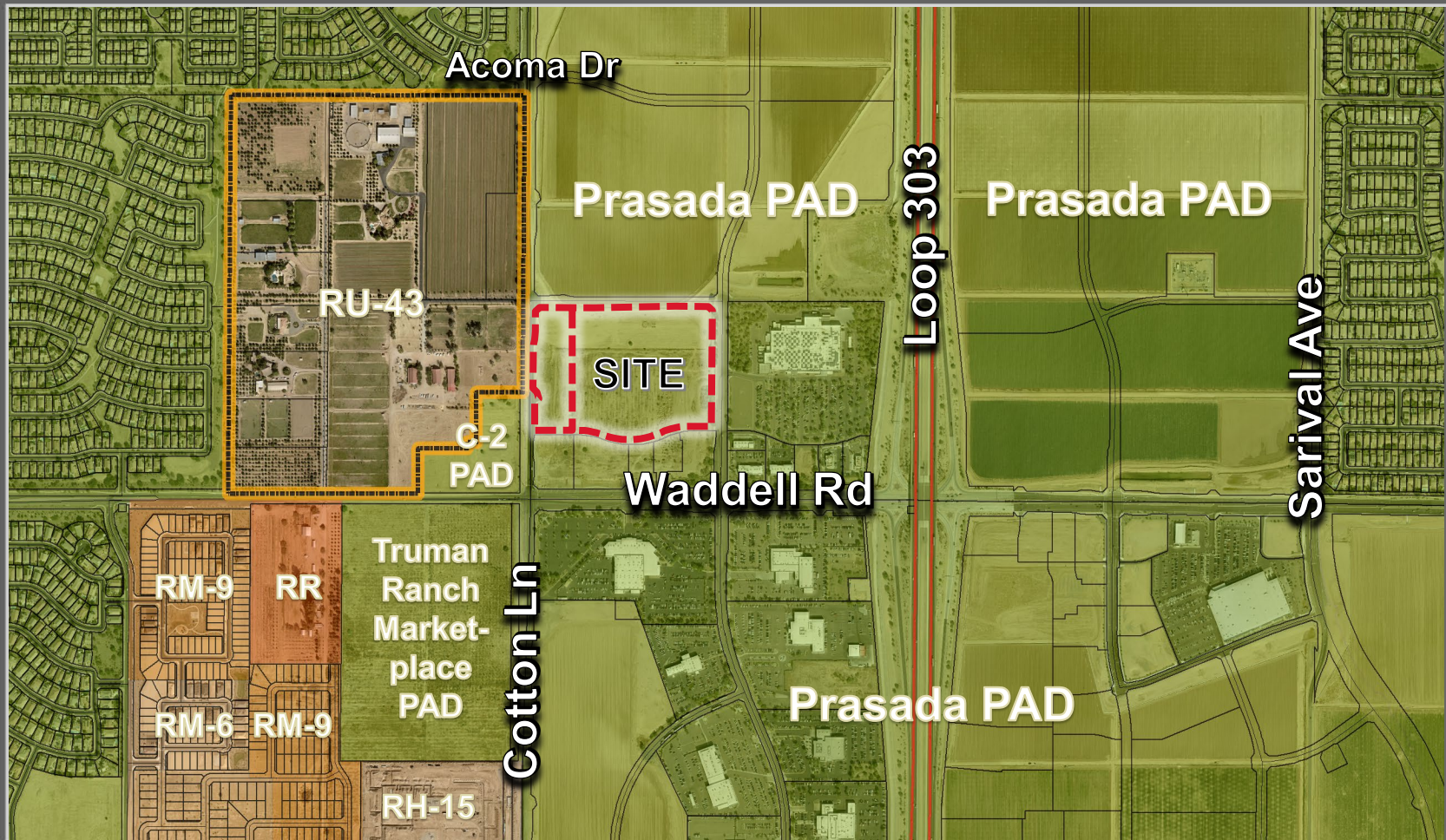
FS22-0670

Prasada Apartments Replat

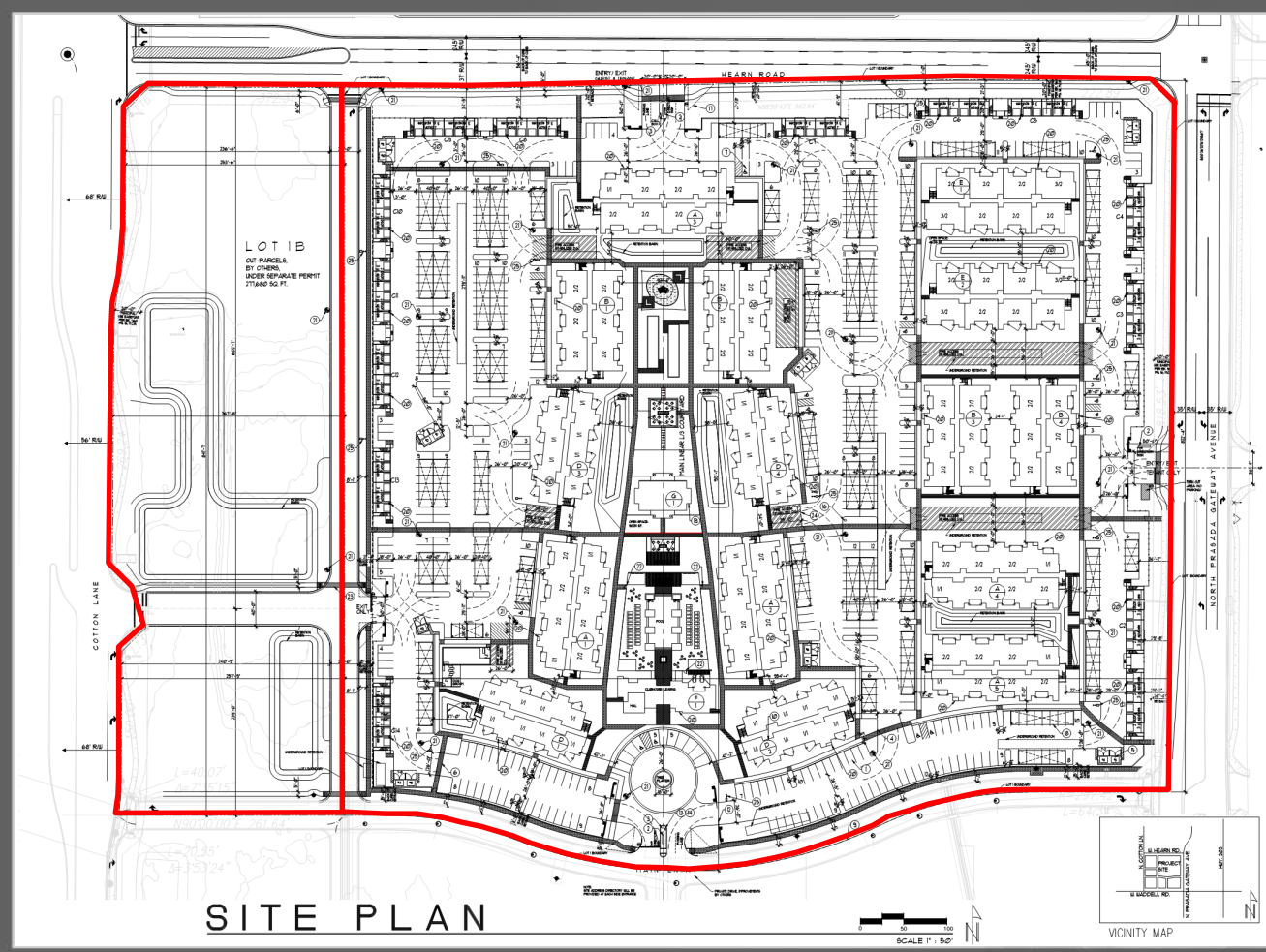
City Council
October 4, 2022



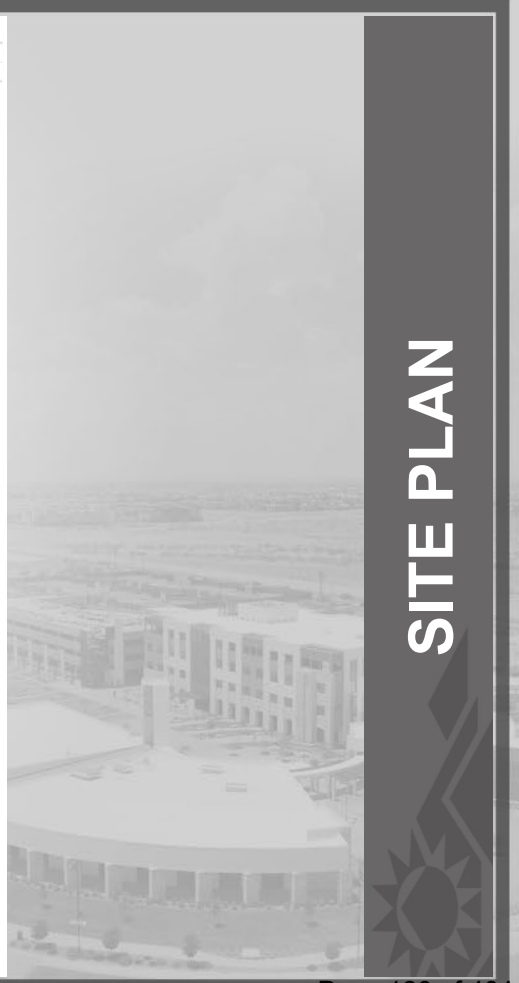
FS22-0670 VICINITY MAP



FS22-0670 ZONING MAP



SITE PLAN



SITE PLAN



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 4, 2022
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 6

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

Consideration and action declaring the City's intention to establish a lighting improvement district known as, "City of Surprise, Arizona, SU-Summitpkwy206" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting certain public streets; Resolution #2022-93.

Motion:

I move to approve Resolution #2022-93.

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 mortgage 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 benefits and the expenses of the district will be paid for by the levy and collection of ad valorem taxes based upon the assessed value of all property in 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 SU-SummitPkwy206 development.

Policy Compliant:

The 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 ensure 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 2022-93 Rinchem SLID Final
 - 2. 02 SLID Petition_RCI
 - 3. 03 Streetlight plans_RCI
 - 4. 04 Council Map_RCI
-

RESOLUTION # 2022-93

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 AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-SUMMITPKWY206 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 street 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-SUMMITPKWY206 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 Improvement 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 ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona SU-SummitPkwY206 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 ad valorem taxes upon the assessed value of all the real and personal property in 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 ad valorem taxes upon all of the property of 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

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF SURPRISE
STREET LIGHTING IMPROVEMENT DISTRICT

A PORTION OF THE SOUTH 40 FEET OF SWEETWATER AVENUE AND LOTS 7 AND 8, FINAL PLAT OF SUMMIT, ACCORDING TO BOOK 982 OF MAPS, PAGE 33, AND CERTIFICATES OF CORRECTION IN RECORDING NO. 2008-0775695, AND IN RECORDING NO. 2009-0058180, AND AFFIDAVIT OF CHANGE IN RECORDING NO. 20090085681, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 3-INCH CITY OF SURPRISE BRASS CAP IN HANDHOLE MARKING THE EAST QUARTER CORNER OF SAID SECTION 15 FROM WHICH A 3-INCH CITY OF SURPRISE BRASS CAP FLUSH BEARS NORTH 89 DEGREES 12 MINUTES 55 SECONDS WEST 2466.61 FEET, SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 89 DEGREES 12 MINUTES 55 SECONDS WEST 509.88 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 7 AND THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS WEST 1227.00 FEET ALONG SAID EAST LINE TO THE CENTERLINE OF SUMMIT PARKWAY;

THENCE NORTH 89 DEGREES 55 MINUTES 27 SECONDS WEST 739.86 FEET ALONG SAID CENTERLINE TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 02 MINUTES 46 SECONDS WEST 84.86 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 22 SECONDS AN ARC DISTANCE OF 94.25 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 8;

THENCE NORTH 00 DEGREES 05 MINUTES 12 SECONDS EAST 1296.93 FEET ALONG THE WEST LINE OF SAID LOT 8 TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 89 DEGREES 12 MINUTES 55 SECONDS EAST 799.73 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

COMPRISING OF 986,014 SQUARE FEET MORE OF LESS.




SUPERIOR
SURVEYING SERVICES, INC.

DATE: 8/2/22

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

JOB NO.: 202110020-SLID

*EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF SURPRISE
STREET LIGHTING IMPROVEMENT DISTRICT*

<i>ASSESSOR PARCEL NO.</i>	<i>OWNER</i>
<i>A.P.N. 501-38-985</i>	<i>RCI PROPERTIES PHOENIX LLC</i>
<i>A.P.N. 501-38-986</i>	<i>RCI PROPERTIES PHOENIX LLC</i>

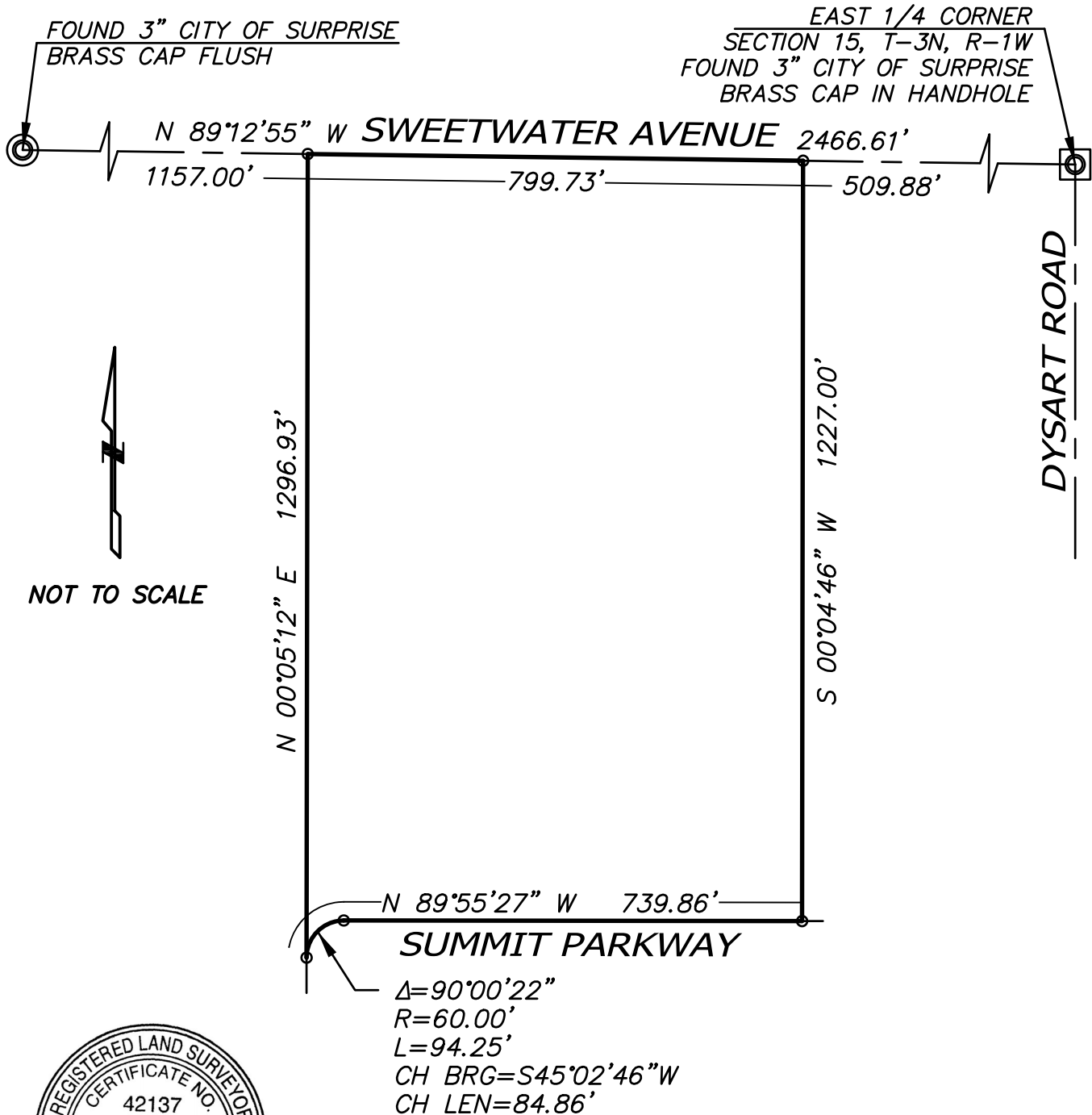


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www.superiorsurveying.com
info@superiorsurveying.com

DATE: 8/2/22

JOB NO.: 202110020-SLID

EXHIBIT B
BOUNDARY MAP FOR CITY OF SURPRISE
STREET LIGHTING IMPROVEMENT DISTRICT



SUPERIOR
SURVEYING SERVICES, INC.

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Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
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www.superiorsurveying.com
info@superiorsurveying.com

DATE: 8/2/22

JOB NO.: 202110020-SLID

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.

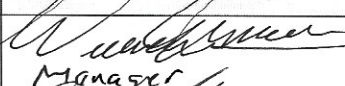
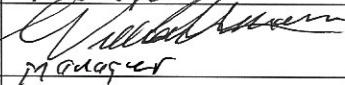
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and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

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

SU-SummitPkwY206

(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
RCI Properties Phoenix LLC a NM Limited Liability Co.	NWC N. Dysart Rd. & W. Summit Parkway	501-38-986	 Manager
RCI Properties Phoenix LLC a NM Limited Liability Co.	NWC N. Dysart Rd. & W. Summit Parkway	501-38-985	 Manager



RATE SCHEDULE E-68
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 after December 1, 2021.

DESCRIPTION

E-68 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 PERIOD

Dusk: The 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 fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

Fixture Equipment Class	Fixture Cost Range (per unit)	Investment by Company Monthly Rate	Investment by Others Monthly Rate
A	\$ 1 - \$ 430	\$5.72	\$1.75
B	\$ 431 - \$ 520	\$6.97	\$2.12
C	\$ 521 - \$ 640	\$8.36	\$2.60
D	\$ 641 - \$ 820	\$9.99	\$3.32
E	\$ 821 - \$ 910	\$12.64	\$3.68
F	\$ 911 - \$ 1,010	\$14.07	\$4.08
G	\$ 1,011 - \$ 1,110	\$15.38	\$4.49
H	\$ 1,111 - \$ 1,250	\$17.44	\$5.04
I	\$ 1,251 - \$ 1,520	\$19.40	\$6.12
J	\$ 1,521 - \$ 1,670	\$23.65	\$6.73
K	\$ 1,671 - \$ 1,850	\$26.29	\$7.45

Note: Equipment cost greater than \$1,850 shall be Customer owned.



II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

$$\text{kWh} = \text{Fixture Wattage} \times 344 \text{ Usage Hours}$$

$$\text{Generation} = \text{kWh per month} \times \$ 0.06621$$

$$\text{T\&D, RCS, System Benefits} = \text{kWh per month} \times \$ 0.02682$$

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 kWh reflects 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. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.
5. 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).



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

			CHARGES		
			Investment by Company	Investment by Others	
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	Height		
			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	
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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

			CHARGES		
			Investment by Company	Investment by Others	
			Height		
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	\$2.63
			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	\$3.17
	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	--

IV. 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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

A \$150.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.
3. 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.
4. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground, the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract, maintenance, or service agreement.

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LED NOTE

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

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 PHOTOCELL. 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.

RINCHEM
SWEETWATER AVE
STREET LIGHT DESIGN

SHEET INDEX

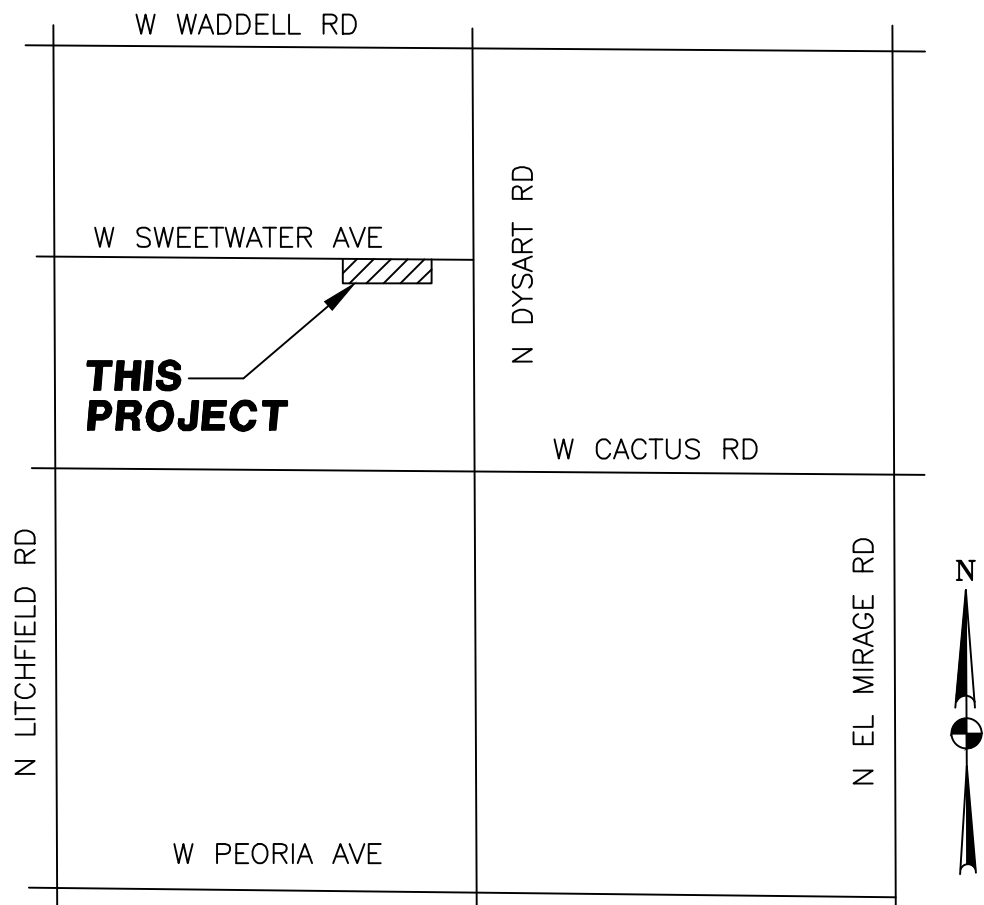
COVER SHEET	SL1
STREET LIGHT PLAN & DETAILS	SL2
STREET LIGHT PHOTOMETRICS	SL3

CIVIL ENGINEER
CYPRESS CIVIL DEVELOPMENT
4450 NORTH 12TH STREET, #228
PHOENIX, AZ 85014
PHONE: (623) 282-2498
CONTACT: JEFF HUNT, P.E.

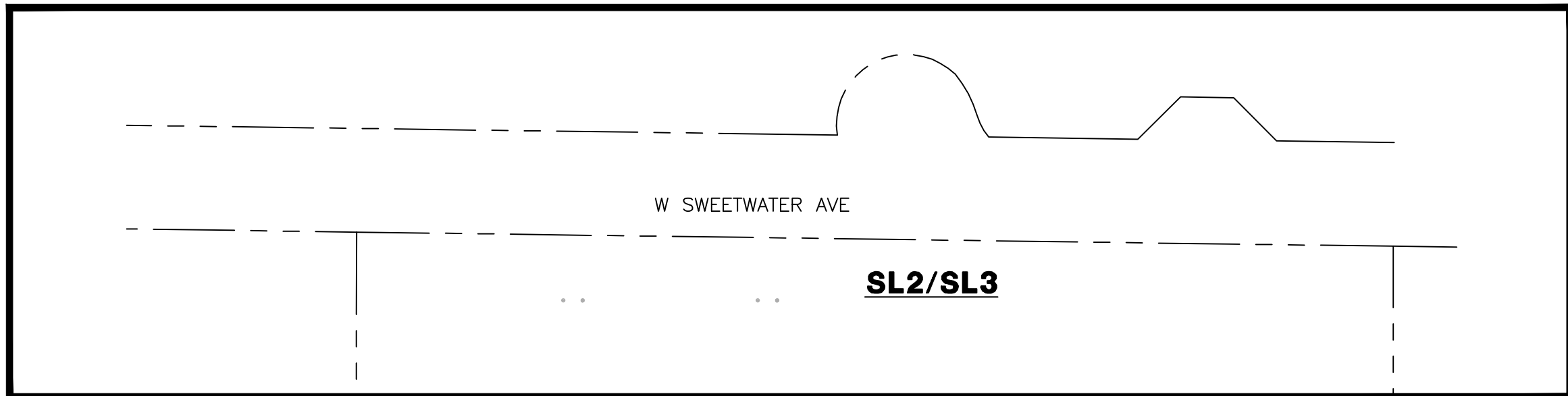
ARCHITECT
ARCHICON
5055 E WASHINGTON ST, SUITE 200
PHOENIX, AZ 85034
PHONE: (602) 222-4266
CONTACT: MARK BARBOUR

NOTE

- A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.
- B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.



VICINITY MAP
N.T.S.



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.

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
ARIZONA PUBLIC SERVICE	06/24/2022
CENTURY LINK	06/24/2022
COX COMMUNICATIONS	06/24/2022
SOUTHWEST GAS	06/24/2022
	06/24/2022

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.

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.
②		COLLECTOR	PER PLANS	2	38'-6"	DIRECT BURY	3'x8'	34'-3"	7,800	71 W	TYPE 3	*	LED
													ROADWAY GRAY

*PER UTILITY COMPANY REQUIREMENTS



KEY MAP
N.T.S.

FS21-1033



WRIGHT ENGINEERING
PROJECT NO:
21609
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

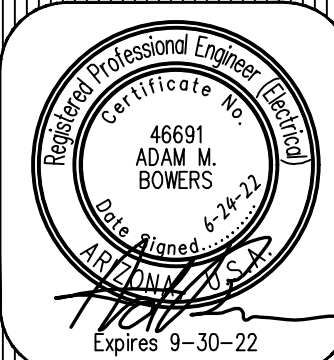
WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
**RINCHEM
W SWEETWATER AVE**
STREET LIGHT COVER SHEET

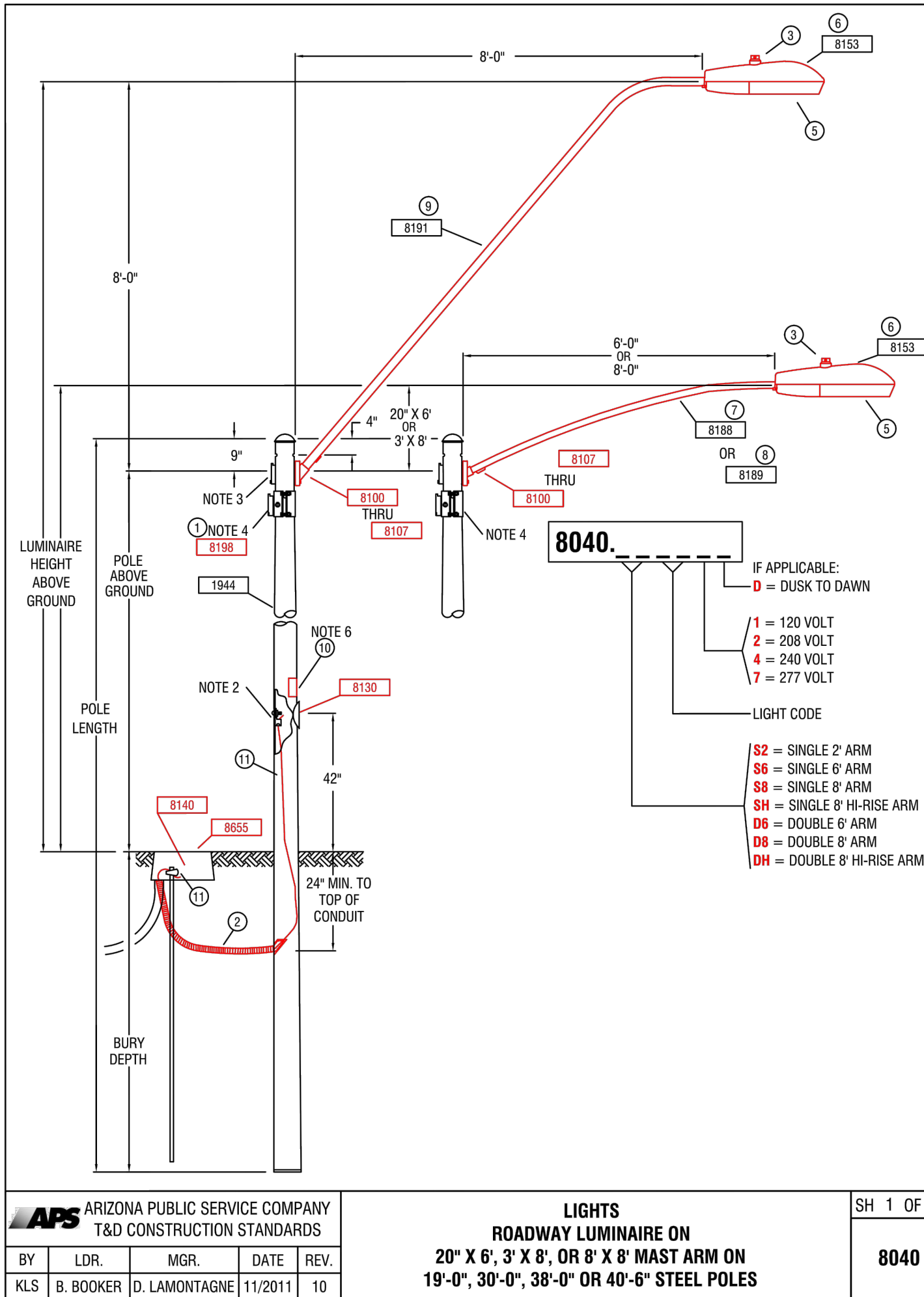
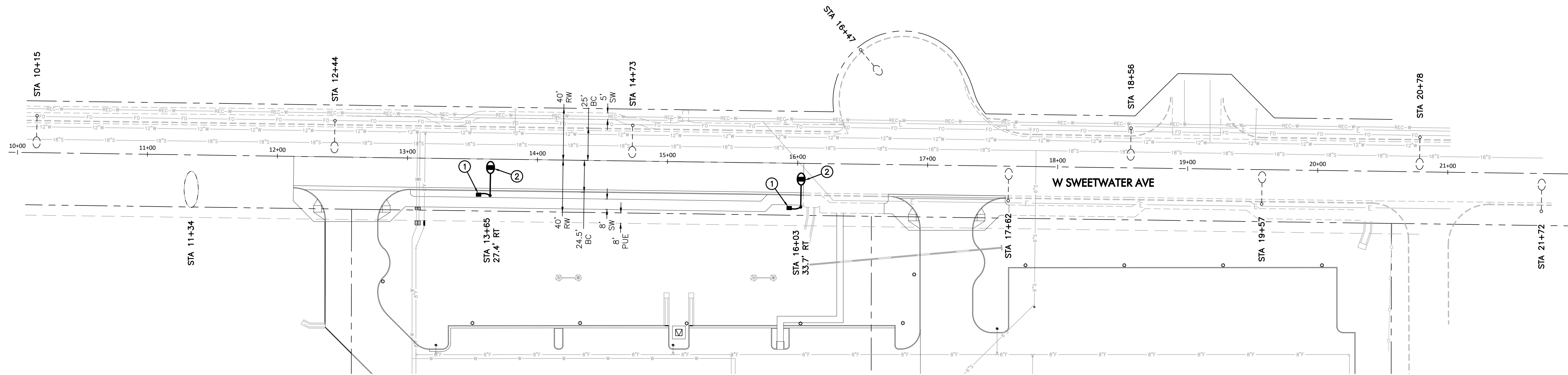
NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)

1 JUN 2022 1ST SUBMITTAL



DRAWING NO:
SL1
OF 3

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- CONSTRUCTION NOTES:**
1. ADJUST PHOTO EYE TO FACE NORTH.
 2. A GROUND ROD IS PROVIDED WITH THE J-BOX, WHERE A GROUND ROD CAN NOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
 3. THE 40'-6" SELF-SUPPORTING STEEL POLE AND ONE OF THE 38'-6", HAVE TWO MANUFACTURER INSTALLED SIMPLEX FITTINGS 180° APART FOR DOUBLE ARMS. SEE CHART.
 4. APN 33701054 IS A POLE BAND ADAPTOR WITH A SIMPLEX FITTING. ADAPTOR IS REQUIRED FOR THE SECOND ARM IN DOUBLE ARM APPLICATIONS ON EXISTING POLES IN THE FIELD WITHOUT TWO SIMPLEX FITTINGS. SEE 8198 FOR AVAILABLE SIZES.
 5. THE BROWN PHOTO CONTROL IS A FAI OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
 6. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS, DISCONNECT INSIDE," IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
 7. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
 8. THE LIGHT CODE PROVIDES TWO SAME WATTAGE LUMINAIRES WHEN DOUBLE ARMS ARE SPECIFIED.
 9. SEE SPEC 9130-8140 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
 10. SEE 8100 THRU 8107 FOR OVERHEAD ATTACHMENTS.

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND ON ARM
1944.19	19'-0"	5'-0"	14'-0"	14'-11"
1944.30	30'-6"	5'-6"	25'-0"	25'-11"
1944.38	38'-6"	6'-6"	32'-0"	32'-11"
1944.38X	38'-6"	6'-6"	32'-0"	34'-3"
1944.40X	40'-6"	8'-6"	32'-0"	32'-11"

CODE	ITEM	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
8040.S6	1	-	-	1	1	1	ADAPTOR BAND W/ SIMPLEX 3"	33701054
8040.S8	2	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
8040.SH	3	1	1	2	2	2	CONTROL PHOTO MULTI BLACK	00063965
8040.D8	4	VAR	VAR	VAR	VAR	VAR	CONTROL PHOTO MULTI BR-20	00073241
8040.DH	5	1	1	2	2	2	LAMP - SEE 8164 - 8171	
	6	1	1	2	2	2	LUMINAIRE - SEE CHART	
	7	1	-	-	-	-	MAST ARM ST LT 2" X 20' X 6"	33701112
	8	-	1	-	-	-	MAST ARM ST LT 2" X 2" X 8"	33701124
	9	-	1	-	-	-	MAST ARM ST LT 2" X 8" X 8"	33701123
	10	1	1	1	1	1	SIGN POLE OWNED BY APS	00050392
	11	10	10	10	10	10	WIRE BARE #6 SOLID CU	33007580

BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	D. LAMONTAGNE	11/2011	10

LIGHTS
ROADWAY LUMINAIRE ON
20" X 6", 3' X 8", OR 8' X 8" MAST ARM ON
19'-0", 30'-0", 38'-0" OR 40'-6" STEEL POLES

SH 1 OF 2
8040

BY	LDR.	MGR.	DATE	REV.
KLS	B. MCINNIS	S. SIERRA	01/2007	9

LIGHTS
ROADWAY LUMINAIRE ON
20" X 6", 3' X 8" OR 8' X 8" MAST ARMS ON
19'-0", 38'-0" OR 40'-6" STEEL POLES

SH 2 OF 2
8040

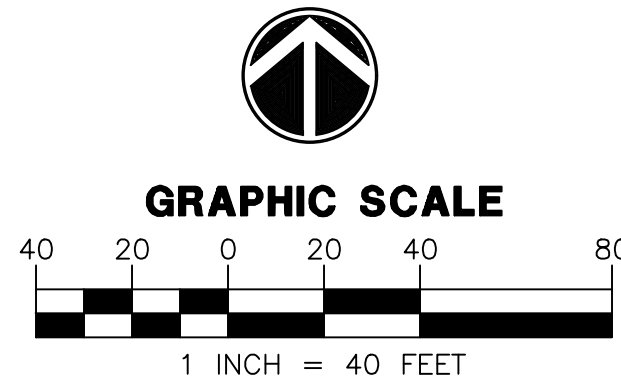
LUMINAIRE TABLE						
GRAY ROADWAY SCALEABLE LED 3000K						
LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
CL50	GRAY	00141040	32	120/208/240/277	3,900	ERLC004B430AGRAYGLRV1013
CL51		00141041	43	120/208/240/277	4,800	ERLC005A430AGRAYGLRV1013
CL52		00141043	71	120/208/240/277	7,800	ERL1008C330AGRAYGLRX162
CL53		00141045	96	120/208/240/277	11,000	ERLH011C330AGRAYGLV1108
CL54		00141046	174	120/208/240/277	20,100	ERL2021C330AGRAYGLR113

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. 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCCELL, 38'-6" DIRECT BURIED POLE 3" X 8" MAST ARM PER APS DETAIL 8040 (SEE SHEET SL2). (2) #14 THHN/THWN FROM LUMINAIRE TC FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 7,800 LUMEN LED STREET LIGHT, ROUND POLE
- EXISTING STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT



FS21-1033



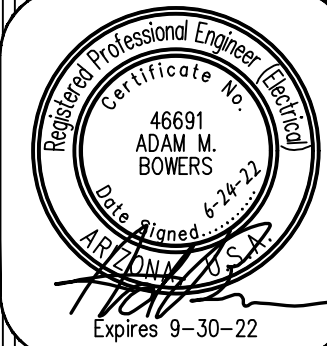
WRIGHT ENGINEERING
PROJECT NO:
21609
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

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:

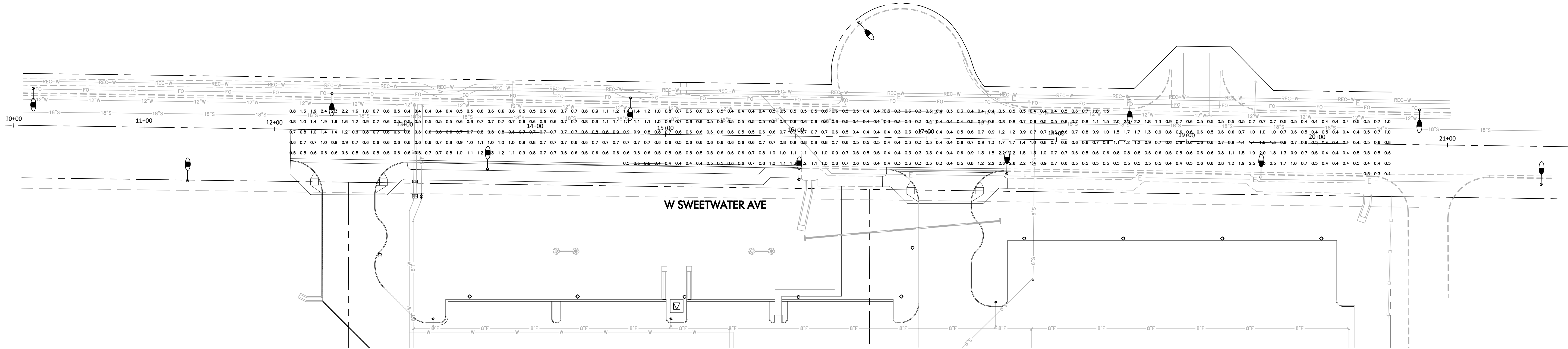
SURPRISE, ARIZONA
RINCHEN
W SWEETWATER AVE
STREET LIGHT PLAN & DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUN 2022	1ST SUBMITTAL



DRAWING NO:
SL2
OF 3

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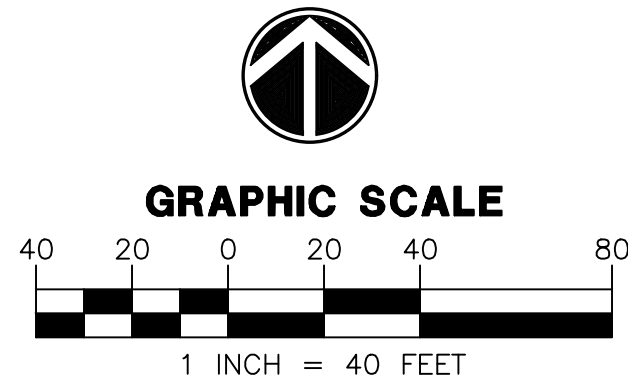


LEGEND

150W HPS Cobrahead,
Type III Distribution, 3' X 8' Mast Arm
candela file 'GE7285.IES'
1 lamp(s) per luminaire, 16000 initial lumens per lamp
Light Loss Factor = 0.710, watts per luminaire = 150
mounting height= 34.25 ft
number locations= 8, number luminaires= 8
kw all locations= 1.2

71W 7,800 LUMEN LED
Type III Distribution, 3'X8' Mast arm
candela file 'ERL1_08C330_---.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 71
mounting height= 34.25 ft
number locations= 5, number luminaires= 5
kw all locations= 0.4

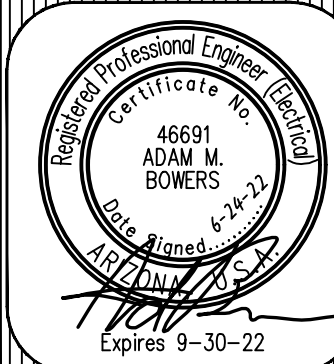
W SWEETWATER AVE
580 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES
Average 0.7
Maximum 2.6
Minimum 0.3
Avg:Min 2.47
Max:Min 8.67
Coef Var 0.55
UnifGrad 1.83



FS21-1033



NO.	DATE	SUBMITTALS/REVISIONS	DESCRIPTIONS
1	JUN 2022	1ST SUBMITTAL	



DRAWING NO:

SL3
OF 3

SURPRISE, ARIZONA

RINCHEM
W SWEETWATER AVE

STREET LIGHT PHOTOMETRICS

PROJECT: TITLE:

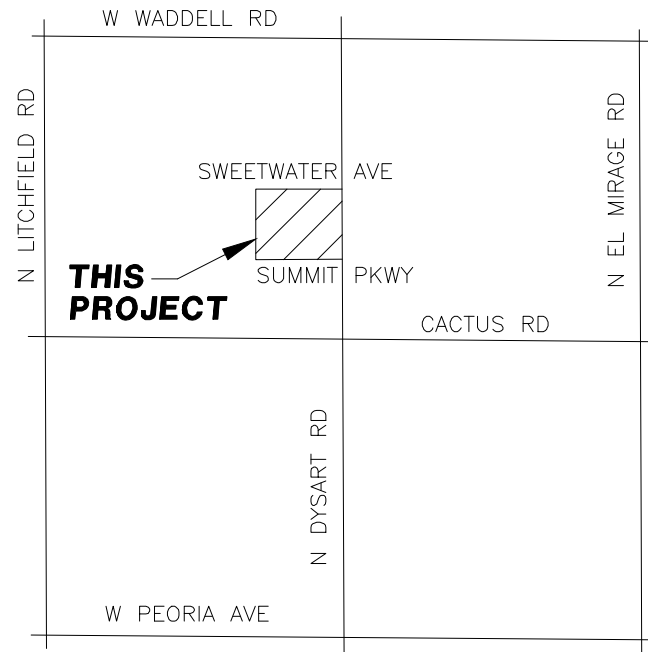
WRIGHT ENGINEERING
PROJECT NO:
21609
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

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RECEIVED

05/25/2022

FS21-1033



VICINITY MAP

N.T.S.

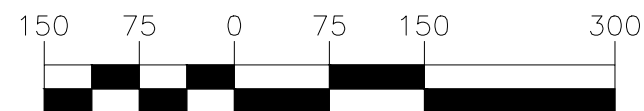
STREET LIGHTS:

○ 11000 LUMEN - 2 POLES

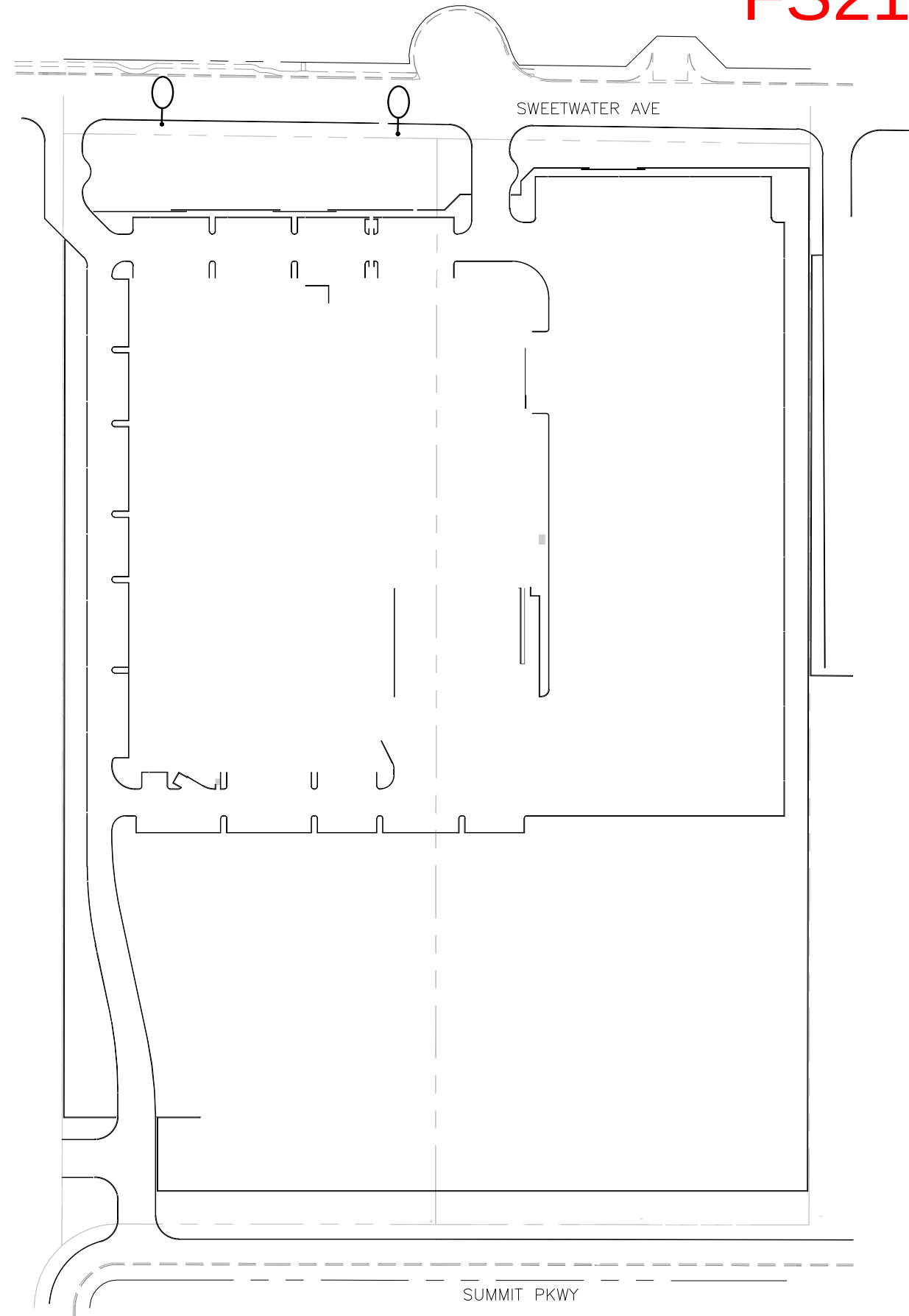
ACTUAL POLE NUMBERS MAY VARY ±10%



GRAPHIC SCALE



1 INCH = 150 FEET



WRIGHT ENGINEERING
PROJECT NO:

21609

DESIGN BY: GRB

DRAWN BY: GRB

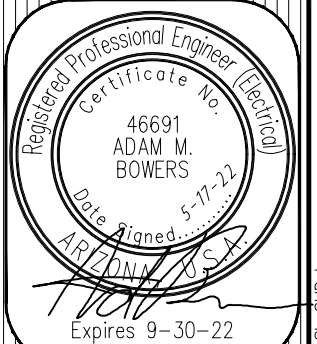
CHECKED BY: AMB

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PROJECT:

RINCHEM

SLID



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1

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CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 4, 2022
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to acceptance of seven Arizona Governor's Office of Highway Safety (GOHS) grants to provide support of impaired driving enforcement, vehicle improvements, materials, supplies, and duty-related travel; and amending the Fiscal Year 2023 budget by moving budget authority of \$201,100 from General Contingency to Projects G31267, G31276, G31315, G31325, G31357, G31394, and G31413; Resolution #2022-94.

Motion:

I move to approve Resolution #2022-94.

Background:

The City of Surprise Police Department applied for FFY2023 grant funding from the Arizona Governor's Office of Highway Safety (AZGOHS), and was awarded the following seven (7) grants totaling \$201,061: 1) DUI Enforcement OT; 2) Know Your Limit OT; 3) Selective Traffic Enforcement (STEP) OT; 4) Pedestrian and Bicycle Safety Enforcement OT, Materials and Equipment; 5) OP Enforcement; 6) Motorcycle Safety Awareness OT; 7) Accident Investigation Materials and Supplies; The grant funds will support expenses for personnel overtime, materials, supplies, travel, and vehicle improvements.

Objective Analysis:

Acceptance of these seven grants will produce many positive impacts. DUI driving will be prosecuted and discouraged by traffic task force operations and awareness programs and will support improved enforcement of impaired driving, speeding, distracted driving, bicycle and pedestrian safety, seat belt usage, child safety seat usage, motorcycle safety, and citizen education regarding these matters. One drawback of obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

These grants are consistent with the City's practice of discouraging DUIs and successfully discovering and prosecuting DUIs. They are also consistent with the city educating the public about safe driving practices and then taking steps to implement and encourage safe driving practices.

Financial Impact:

The seven (7) grant awards provide \$161,000 in overtime for DUI/Impaired driving, speeding and distracted driving enforcement throughout the City of Surprise; \$34,986 for materials, supplies, and vehicle improvements, and \$5,075 for in-state travel.

Budget Impact:

The FY2023 adopted budget did not include appropriations for revenue and expenses related to these seven grants awarded to the Police Department. Acceptance of the grants will require a reallocation of \$201,100 within the Grants Fund as follows: \$40,000 will be reallocated from General Contingency to Project G31267, \$23,000 to Project G31276, \$20,000 to Project G31315, \$25,000 to Project G31325, \$26,500 to Project G31357, \$35,000 to Project G31394, and \$31,600 to Project G31413. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. 2023-405b-008 Grant
 2. 2023-405d-043 Grant
 3. 2023-405d-044 Grant
 4. 2023-AI-011 Grant
 5. 2023-MC-004 Grant
 6. 2023-PS-010 Grant
 7. 2023-PTS-064 Grant
 8. Resolution 2022 -94
-



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona, 85374

PROJECT REFERENCE:

Contract Number: 2023-405b-008

Total Estimated Costs: \$26,500.00

Purpose of Project: Occupant Protection Enforcement,
and Related Materials and Supplies (Annual recerts,
Course materials, Car seat materials)

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-24-22

Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752330000405bAZL		Assistance Listings: 20.616
1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2023-405b-008	
ADDRESS 14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374	PROGRAM AREA: 405b	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall	
ADDRESS 16001 N. Civic Center Dr., Surprise, AZ 85374	3. PROJECT TITLE: Occupant Protection Enforcement, and Related Materials and Supplies (Annual recerts, Course materials, Car seat materials)	
4. GUIDELINES: 405b		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405b funds will support Personnel Services (Overtime), and Materials and Supplies: Annual recerts, Course materials, Car seat materials to enhance Occupant Protection Enforcement throughout the City of Surprise.		
6. BUDGET COST CATEGORY		Project Period FFY 2023
I. Personnel Services		\$20,000.00
II. Employee Related Expenses (0%)		\$0.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$6,500.00
VII. Capital Outlay		\$0.00
TOTAL ESTIMATED COSTS		\$26,500.00
PROJECT PERIOD		FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2023
CURRENT GRANT PERIOD		FROM: 10-01-2022 TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$26,500.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 148

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2020	2019	2018
Total Crashes	1140	1716	2054
Total Serious Injury Crashes	21	28	34
Total Fatal Crashes	9	5	4
Total Unrestrained Occupant Crashes	14	27	43
Total Unrestrained Serious Injuries	3	5	1
Total Unrestrained Occupant Fatalities	2	1	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools.

One of those marketing tools has been the joint Surprise Police/Fire Car Seat installation Clinics. Currently, they host three clinics a month, reoccurring on the 1st and 3rd Tuesday and 3rd Saturday every month. The clinics are held out of a Surprise Fire Station 303 and are primarily staffed with Surprise Police Department Citizen's Patrol staff (volunteer). With the support of GOHS, they are now hosting Car Seat Clinics throughout the City at their Traffic Safety Events. They would also like to be able to add an additional Car Seat Clinic day each month to one of their new Fire Stations in an under-served area of Surprise.

Agency Funding:

Federal 405b funds will support Personnel Services (Overtime), and Materials and Supplies: Annual recerts, Course materials, Car seat materials to enhance Occupant Protection Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Occupant Protection (OP) program to continue the commitment to child passenger safety through hosting Car Seat Installation Clinics and enforcing occupant protection laws. The granted funding will be used to further the mission of GOHS and the Surprise Police Department by supporting the overtime expenditures used for educating citizens and department personnel on the proper installation of child safety seats and enforcing occupant protection laws.

PROJECT MEASURES:**Agency Goals:**

To decrease unrestrained occupant fatalities 100% from 2 in calendar year 2021 to 0 by December 31, 2023.

To decrease unrestrained occupant serious injuries 100% from 3 in calendar year 2021 to 0 by December 31, 2023.

Contract Objectives:

To increase seatbelt citations 10 % from 133 during calendar year 2021 to 146 during FFY 2023.

To increase child safety seat citations 10 % from 24 during calendar year 2021 to 27 during FFY 2023.

Conduct/participate in 1 occupant restraint outreach/educational events each quarter during FFY 2023.

Additional Contract Objectives:

1. Host 1 occupant restraint outreach/educational event somewhere other than Fire Station 303 each quarter during FFY 2023.
2. Certify 2 additional department members as child passenger safety technicians.
3. Release a social media occupant restraint related message each quarter during FFY 2023.

GOALS/OBJECTIVES:

Federal 405b funds will support Personnel Services (Overtime), and Materials and Supplies: Annual recerts, Course materials, Car seat materials to enhance Occupant Protection Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Enforcement Activities: Annual recerts, Course materials, Car seat materials

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2 nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3 rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4 th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$20,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Annual recerts, Course materials, Car seat materials	\$6,500.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$26,500.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$26,500.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
DRE Evaluations Conducted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona, 85374

PROJECT REFERENCE:

Contract Number: 2023-405d-043

Total Estimated Costs: \$40,000.00

Purpose of Project: DUI/Impaired Driving Enforcement

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-24-22

Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752330000405dAZM		Assistance Listings: 20.616
1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2023-405d-043	
ADDRESS 14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374	PROGRAM AREA: 405d	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall	
ADDRESS 16001 N. Civic Center Dr., Surprise, AZ 85374	3. PROJECT TITLE: DUI/Impaired Driving Enforcement	
4. GUIDELINES: 405d		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.		
6. BUDGET COST CATEGORY	Project Period FFY 2023	
I. Personnel Services	\$40,000.00	
II. Employee Related Expenses (0%)	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$40,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$40,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 148

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2020	2019	2018
Total Crashes	1140	2287	2054
Total Injury Crashes	21	236	34
Total Fatal Crashes	9	3	4
Total Impaired-related Crashes	53	47	24
Total Impaired-related Serious Injuries	7	1	1
Total Impaired-related Fatalities	3	0	0
Total Speed-related Crashes	222	274	323
Total Speed-related Serious Injuries	5	16	15
Total Speed-related Fatalities	2	2	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. With the increase in population, the city has seen a growth in their alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc.

The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly to the growth of their alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling the streets for alcohol and drug impaired drivers has never been greater.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue the commitment to the West Valley DUI Task Force. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing alcohol and drug impaired drivers from the road through highly effective enforcement.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 10% from 53 during calendar year 2021 to 47 by December 31, 2023.

To decrease fatalities in impaired driving-related crashes 100% from 7 in calendar year 2021 to 0 by December 31, 2023.

To decrease injuries in impaired driving-related crashes 100 % from 2 in calendar year 2021 to 0 by December 31, 2023.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2023.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2023.

Additional Contract Objectives:

1. To host a minimum of 4 DUI task force operations during FFY 2023.
2. To host 1 HGN/SFST Course with Wet Lab HGN Workshop and 1 ARIDE Course.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$40,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$40,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$40,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
DRE Evaluations Conducted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona, 85374

PROJECT REFERENCE:

Contract Number: 2023-405d-044

Total Estimated Costs: \$23,000.00

Purpose of Project: Know Your Limit Awareness, and
Related Materials and Supplies (PBT tubes, Flyers,
Educational handouts)

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-24-22

Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752330000405dAZM

Assistance Listings: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2023-405d-044
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ADDRESS
14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374

PROGRAM AREA:
405d

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Severin Hall

ADDRESS
16001 N. Civic Center Dr., Surprise, AZ 85374

4. GUIDELINES:
405d

3. PROJECT TITLE:
Know Your Limit Awareness, and Related Materials and Supplies (PBT tubes, Flyers, Educational handouts)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime), and Materials and Supplies: PBT tubes, Flyers, and Educational handouts to enhance Know Your Limit Awareness throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2023
I. Personnel Services	\$21,000.00
II. Employee Related Expenses (0%)	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$2,000.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$23,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
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CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$23,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 148

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2020	2019	2018
Total Crashes	1140	2287	2054
Total Injury Crashes	21	236	34
Total Fatal Crashes	9	3	4
Total Impaired-related Crashes	53	47	24
Total Impaired-related Serious Injuries	7	1	1
Total Impaired-related Fatalities	3	0	0
Total Speed-related Crashes	222	274	323
Total Speed-related Serious Injuries	5	16	15
Total Speed-related Fatalities	2	2	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

In total, the Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education.

With the increase in population, the city has seen a growth in their alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly to the growth of their alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Materials and Supplies: PBT tubes, Flyers, and Educational handouts to enhance Know Your Limit Awareness throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote Know Your Limit program to continue their commitment to the West Valley DUI Task Force. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing alcohol and drug impaired drivers from the road through highly effective enforcement.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 10% from 53 during calendar year 2021 to 47 by December 31, 2023.

To decrease fatalities in impaired driving-related crashes 100% from 7 in calendar year 2021 to 0 by December 31, 2023.

To decrease injuries in impaired driving-related crashes 100 % from 2 in calendar year 2021 to 0 by December 31, 2023.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2023.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2023.

Additional Contract Objectives:

1. To host a know your limit event during each Spring Training Baseball game at the Surprise Stadium
2. To host 1 Know Your Limit event each quarter in the City of Surprise.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Materials and Supplies: PBT tubes, Flyers, and Educational handouts to enhance Know Your Limit Awareness throughout the City of Surprise.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Know Your Limit Awareness Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Know Your Limit Awareness Activities: PBT tubes, Flyers, and Educational handouts

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form

	completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$21,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies PBT tubes, Flyers, and Educational handouts	\$2,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$23,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$23,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
DRE Evaluations Conducted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona, 85374

PROJECT REFERENCE:

Contract Number: 2023-AI-011

Total Estimated Costs: \$31,561.00

Purpose of Project: Accident Investigation, Related In-State Travel (IPTM Training), Materials and Supplies (License renewal Bosch, Kia/Hyundai, CDR Kit)

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37523300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2023-AI-011	
ADDRESS 14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374	PROGRAM AREA: 402-AI	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall	
ADDRESS 16001 N. Civic Center Dr., Surprise, AZ 85374	3. PROJECT TITLE: Accident Investigation, Related In-State Travel (IPTM Training), and Materials and Supplies (License renewal Bosch, Kia/Hyundai, CDR Kit)	
4. GUIDELINES: 402-Accident Investigation (AI)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), In-State Travel, and Materials and Supplies: License renewal Bosch, Kia/Hyundai, CDR Kit to enhance Accident Investigation throughout the City of Surprise.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2023	
I. Personnel Services	\$5,000.00	
II. Employee Related Expenses (0%)	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$5,075.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$21,486.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$31,561.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$31,561.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 148

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2020	2019	2018
Total Crashes	1140	1716	2054
Total Serious Injury Crashes	21	28	34
Total Fatal Crashes	9	5	4
Total Traffic Accident Investigations	1140	1716	2054
Total Traffic Serious Injury Investigations	21	28	34
Total Traffic Fatality Investigations	9	5	4

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The Surprise Traffic Unit is responsible for investigating and charging all serious injury and fatal collisions. Also, the Surprise Police Department makes its equipment and personnel available to surrounding agencies, should the need arise, for all serious injury and fatal collisions. Starting in 2016, GOHS granted the Surprise Police Department a Bosch Crash Data Retrieval Tool to improve the collision investigations and aid in the prosecution of vehicular criminal offenses. While the Bosch CDR tool is on line and working marvelously, they still encounter vehicles that are not supported by the Bosch device.

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have continued their "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. However, serious injury and fatal collisions continue to occur within the City.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), In-State Travel, Materials and Supplies: License renewal Bosch, Kia/Hyundai, CDR Kit to enhance Accident Investigation throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Accident Investigation (AI) program to improve the vehicular crimes investigator's ability to investigate fatality and serious injury collisions. The granted funding will be used to purchase updated crash data retrieval equipment to reconstruct collisions for causation for subsequent criminal prosecution.

PROJECT MEASURES:**Contract Objectives:**

1. Retrieve crash data from vehicle a minimum of 8 times during the FFY2023.
2. Certify an additional officer in the use of the Crash Data Retrieval Tool during FFY2023.
3. Release a traffic safety related message during each quarter of FFY2023.
4. Certify 2 officers in advanced collision investigation courses in FFY2023

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), In-State Travel, and Materials and Supplies: License renewal Bosch, Kia/Hyundai, CDR Kit to enhance Accident Investigation throughout the City of Surprise.

Expenditures of funding pertaining to the AI/Accident Investigation Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Accident Investigation Program goals provided by the Arizona Governor's Office of Highway Safety. The Accident Investigation Program goal is to provide training and resources for Vehicular Crimes Units to aide in the investigation and prosecution of fatal traffic crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Accident Investigations in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Accident Investigations Activities

Travel In-State - To complete/attend the following travel in-state for Accident Investigations Activities: IPTM Training

Materials and Supplies - To purchase/procure the following Materials and Supplies for Accident Investigations Activities: License renewal Bosch, Kia/Hyundai, CDR Kit

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$5,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State IPTM Training	\$5,075.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies License renewal Bosch, Kia/Hyundai, CDR Kit	\$21,486.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$31,561.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$31,561.00.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona, 85374

PROJECT REFERENCE:

Contract Number: 2023-MC-004
Total Estimated Costs: \$35,000.00
Purpose of Project: Motorcycle Safety Awareness

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-24-22
Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37523300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2023-MC-004	
ADDRESS 14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374	PROGRAM AREA: 402-MC	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall	
ADDRESS 16001 N. Civic Center Dr., Surprise, AZ 85374	3. PROJECT TITLE: Motorcycle Safety Awareness	
4. GUIDELINES: 402–Motorcycle Safety (MC)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Awareness throughout the City of Surprise.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2023	
I. Personnel Services	\$35,000.00	
II. Employee Related Expenses (0%)	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$35,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$35,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 148

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2020	2019	2018
Total Crashes	1140	2287	2054
Total Injury Crashes	21	236	34
Total Fatal Crashes	9	3	4
Total Impaired-related Crashes	53	47	24
Total Impaired-related Serious Injuries	7	1	1
Total Impaired-related Fatalities	3	0	0
Total Speed-related Crashes	222	274	323
Total Speed-related Serious Injuries	5	16	15
Total Speed-related Fatalities	2	2	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. However, bringing awareness to the issue alone will not create the culture of safe driving they are pursuing. An increase in intensive enforcement must exist.

The culture and climate make the City of Surprise a prime motorcycle riding locality. The agency routinely conduct aggressive enforcement coupled with their educational element, the Civilian Motorcycle Safety Course. The Surprise Police Department has had great success in deploying trained motorcycle officers to education the motorcycling public and wish to continue offering this service to the community.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Awareness throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement and by educating/training motorcycle riders within the City.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 5% from 222 during calendar year 2021 to 210 by December 31, 2023.

To decrease fatalities in speeding-related crashes 40% from 5 in calendar year 2021 to 3 by December 31, 2023.

To decrease serious injuries in speeding-related crashes 100% from 2 in calendar year 2021 to 0 by December 31, 2023.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 5% from 2,885 during Calendar Year 2021 to 3,029 during FFY 2023.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2023.

Additional Contract Objectives:

1. Host 1 Basic and 1 Advanced Motorcycle Operation Courses for citizens during FFY2023.
2. Release a motorcycle safety related social media message each quarter during FFY2023.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) to enhance Motorcycle Safety Awareness throughout the City of Surprise.

Expenditures of funding pertaining to Motorcycle Safety including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Motorcycle Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Motorcycle Safety Program goals include increasing public awareness using campaigns focused on motorcyclist behavior, providing information for the driving public, and enhanced enforcement to remind the public to watch for, and be careful around motorcycles throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Motorcycle Safety Awareness in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Motorcycle Safety Awareness Activities

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$35,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$35,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$35,000.00.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona, 85374

PROJECT REFERENCE:

Contract Number: 2023-PS-010
Total Estimated Costs: \$25,000.00
Purpose of Project: Pedestrian & Bicycle Safety
Enforcement, and Related Materials and Supplies (Bike
helmets, Bike rodeo materials)

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-24-22

Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37523300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2023-PS-010
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ADDRESS
14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374

PROGRAM AREA:
402-PS

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Severin Hall

ADDRESS
16001 N. Civic Center Dr., Surprise, AZ 85374

4. GUIDELINES:
402–Pedestrian & Bicycle Safety (PS)

3. PROJECT TITLE:
Pedestrian & Bicycle Safety Enforcement,
Related Materials and Supplies (Bike helmets,
Bike rodeo materials)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Bike helmets, Bike rodeo materials to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2023
I. Personnel Services	\$20,000.00
II. Employee Related Expenses (0%)	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$5,000.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$25,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
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CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$25,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 148

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2020	2019	2018
Total Crashes	1140	1716	2054
Total Injury Crashes	21	28	34
Total Fatal Crashes	9	5	4
Total Pedestrian-related Crashes	10	10	4
Total Pedestrian-related Serious Injuries	2	2	3
Total Pedestrian-related Fatalities	4	2	0
Total Bicycle-related Crashes	9	14	9
Total Bicycle-related Serious Injuries	0	2	3
Total Bicycle-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The City of Surprise is home to 23+ grade schools, all of which create a significant volume of pedestrian and bicycle traffic. As mentioned above, the city of Surprise are also home to the fourth largest 65+ population in the nation (per-capita), whom also significantly increase the volume of pedestrian and bicycle traffic.

Their pedestrian and bicycle traffic volume will also be affected by the welcoming of Ottawa University into the city, a university which anticipates 10,000 residential students within the next 10 years. A great opportunity exists for the Surprise Police Department to reach out to the community and positively impact the safety of pedestrians through education and enforcement.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Bike helmets, Bike rodeo materials to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Pedestrian and Bicycle Safety (PS) program to continue their commitment to increasing safety awareness and skills. The granted funding will support the purchase of materials and overtime expenditures used when hosting bicycle rodeos within the City and aiding neighboring cities with their rodeos.

PROJECT MEASURES:**Agency Goals:**

To decrease fatalities in pedestrian traffic-related fatalities 100% from 4 in calendar year 2021 to 0 by December 31, 2023.

To decrease the number of pedestrian traffic-related serious injuries 50% from 10 in calendar year 2021 to 5 by December 31, 2023.

Contract Objectives:

Conduct/participate in 1 outreach/educational bicycle and pedestrian safety events each quarter during FFY 2023.

Additional Contract Objectives:

1. Conduct targeted pedestrian and bicycle traffic law enforcement efforts a minimum of 1 time per quarter during the FFY 2021.
2. Release a pedestrian and bicycle safety related social media/press release message each quarter during FFY 2021.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Bike helmets, Bike rodeo materials to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PS/Pedestrian and Bicyclist Safety Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Pedestrian and Bicyclist Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Pedestrian and Bicyclist Safety Program goal is to reduce the incidences of pedestrian and bicyclist fatalities and injuries on roadways and in School Zones through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Pedestrian/Bicyclist Safety in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Pedestrian/Bicyclist Safety Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Pedestrian/Bicyclist Safety Enforcement Activities: Bike helmets, Bike rodeo materials

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$20,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Bike helmets, Bike rodeo materials	\$5,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$25,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$25,000.00.

2023 Pedestrian / Bicycle 405h Grant	
Quarterly Report Enforcement Data Addendum	
Agency Name:	
Contract #:	
Quarter: (1 - 4)	
Description	Activity
Pedestrian Contacts	
Citations	
Warnings	
Total Pedestrian Contacts	
Bicyclist Contacts	
Citations	
Warnings	
Total Bicyclist Contacts	
Vehicle Contacts	
Pedestrian-related Traffic Stops	
Pedestrian-related Traffic Citations	
Pedestrian-related Traffic Warnings	
Bicyclist-related Traffic Stops	
Bicyclist-related Traffic Citations	
Bicyclist-related Traffic Warnings	
Total Vehicle Contacts	
Other Activities	
Back to School Deployments	
Other Deployments	
Bicycle Rodeos	
Educational Materials Distributed	
Presentations or Educational Meetings	
Task Force Events	
Education through Social Media	
Collaboration with Local Advocacy Groups	
Other: (add below)	

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, Arizona, 85374

PROJECT REFERENCE:
Contract Number: 2023-PTS-064
Total Estimated Costs: \$20,000.00
Purpose of Project: STEP Enforcement Overtime

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-24-22

Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37523300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER: 2023-PTS-064	
ADDRESS 14250 W. Statler Plaza, Ste. 103, Surprise, AZ 85374	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall	
ADDRESS 16001 N. Civic Center Dr., Surprise, AZ 85374	3. PROJECT TITLE: STEP Enforcement	
4. GUIDELINES: 402–Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.		
6. BUDGET COST CATEGORY	Project Period FFY 2023	
I. Personnel Services	\$20,000.00	
II. Employee Related Expenses (0%)	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$20,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 148

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2020	2019	2018
Total Crashes	1140	2287	2054
Total Injury Crashes	21	236	34
Total Fatal Crashes	9	3	4
Total Impaired-related Crashes	53	47	24
Total Impaired-related Serious Injuries	7	1	1
Total Impaired-related Fatalities	3	0	0
Total Speed-related Crashes	222	274	323
Total Speed-related Serious Injuries	5	16	15
Total Speed-related Fatalities	2	2	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. However, bringing awareness to the issue alone will not create the culture of safe driving they are pursuing. An increase in intensive enforcement must exist.

The City of Surprise was one of the first municipalities in Arizona to put pass a Distracted Driving Ordinance. The agency, at the Surprise PD, made distracted driving an emphasis for their enforcement and continue to do so with the new state statute. They have found the use of unmarked vehicles are the most effective tool in enforcing the Distracted Driving Law. They will continue to use the FY22 grant funded vehicle for this grant.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Police Traffic Services (PTS) program to enforce speed, aggressive driving, and distracted driving within the City of Surprise. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 5% from 222 during calendar year 2021 to 210 by December 31, 2023.

To decrease fatalities in speeding-related crashes 40% from 5 in calendar year 2021 to 3 by December 31, 2023.

To decrease serious injuries in speeding-related crashes 100% from 2 in calendar year 2021 to 0 by December 31, 2023.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 5% from 2,885 during Calendar Year 2021 to 3,029 during FFY 2023.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2023.

Additional Contract Objectives:

1. To increase the total contacts (Traffic Stops) 5% from 13,246 during calendar year 2020 to 13,908 during FFY 2023.

2. To increase the number of other citations (except speed) 5% from 4,079 during calendar year 2020 to 4,282 during FFY 2023.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2 nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3 rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4 th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$20,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$20,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
DRE Evaluations Conducted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

RESOLUTION # 2022-94

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO SEVEN INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY ACCEPTING GRANT FUNDING AND AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY OF \$201,100 FROM CONTINGENCY WITHIN THE GRANTS FUND TO PROJECTS G31267, G31276, G31315, G31325, G31357, G31394, and G31413 FOR OVERTIME, VEHICLE IMPROVEMENTS, MATERIALS, SUPPLIES, AND TRAVEL EXPENSE.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon highway safety, motorcyclist safety and pedestrian and bicyclist safety;

WHEREAS, GOHS has awarded the City of Surprise up to \$20,000 for overtime expenses for the Selective Traffic Enforcement Program (STEP) which focuses upon enforcing traffic safety laws to decrease automobile accidents, fatalities and injuries;

WHEREAS, GOHS has also awarded the City of Surprise up to \$23,000 for overtime and supply expenses related to participation in the "Know Your Limit" DUI awareness program;

WHEREAS, GOHS has also awarded the City of Surprise up to \$26,500 for overtime and supply expenses for the Occupant Protection (OP) Enforcement program;

WHEREAS, GOHS has also awarded the City of Surprise \$25,000 for overtime, materials and supply (bicycle helmet) expenses related to participation in the Statewide Pedestrian and Bicyclist Safety Education and Enforcement program with deployments in high priority crash areas and outreach/education efforts relative to pedestrian and bicycle safety;

WHEREAS, GOHS has also awarded the City of Surprise \$31,561 for accident investigation OT, in-state travel expenses, materials and supplies;

WHEREAS, GOHS has also awarded the City of Surprise up to \$40,000 for overtime expenses for DUI Enforcement;

WHEREAS, GOHS has also awarded the City of Surprise up to \$35,000 for overtime for the Motorcycle Safety Awareness Program;

WHEREAS, the City of Surprise Police Department desires to accept the awards and this grant funding was not included in the FY2023 budget;

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

WHEREAS, execution of these grants will necessitate a budget amendment; and

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

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

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

Section 2. The Intergovernmental Agreements between the City of Surprise and the Arizona Governor's Office of Highway Safety attached as Exhibits B through H, are approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2022-94

Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$201,100 from contingency within the Grant Funds to FFY23 GOHS Know Your Limit (\$23,000), DUI Enforcement OT (\$40,000), Motorcycle Safety (\$35,000), OP OT (\$26,500), Pedestrian and Bicycle Safety OT (\$25,000), STEP OT (\$20,000), Accident Investigation (\$31,600) to cover the projected expenditures associated with the equipment and overtime expenses for additional DUI impairment and traffic enforcement, as well as occupant protection enforcement, motorcycle safety education and enforcement, accident investigation, and pedestrian and bike safety enforcement. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31276 FFY23 GOHS Know Your Limit	E	-	23,000	23,000
Grants	Police	#G31276 FFY23 GOHS Know Your Limit	R	-	23,000	23,000
Grants	Police	#G31267 FFY23 GOHS DUI Enforcement	E	-	40,000	40,000
Grants	Police	#G31267 FFY23 GOHS DUI Enforcement	R	-	40,000	40,000
Grants	Police	#G31394 FFY23 GOHS Motorcycle Safety	E	-	35,000	35,000
Grants	Police	#G31394 FFY23 GOHS Motorcycle Safety	R	-	35,000	35,000
Grants	Police	#G31357 FFY23 GOHS OP Enforcement	E	-	26,500	26,500
Grants	Police	#G31357 FFY23 GOHS OP Enforcement	R	-	26,500	26,500
Grants	Police	#G31325 FFY23 GOHS Ped & Bike Safety	E	-	25,000	25,000
Grants	Police	#G31325 FFY23 GOHS Ped & Bike Safety	R	-	25,000	25,000
Grants	Police	#G31315 FFY23 GOHS STEP Enforcement	E	-	20,000	20,000
Grants	Police	#G31315 FFY23 GOHS STEP Enforcement	R	-	20,000	20,000
Grants	Police	#G31413 FFY23 GOHS Accident Investigation	E	-	31,600	31,600
Grants	Police	#G31413 FFY23 GOHS Accident Investigation	R	-	31,600	31,600
Grants/Contingency	General Operations	Contingency	E	3,335,600	(201,100)	3,134,500
Grants/Contingency	General Operations	Other	R	3,342,400	(201,100)	3,141,300

RESOLUTION # 2022-94

Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2022-94

Exhibit C

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2022-94

Exhibit D

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2022-94

Exhibit E

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2022-94

Exhibit F

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2022-94

Exhibit G

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*

RESOLUTION # 2022-94

Exhibit H

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND *ARIZONA GOVERNOR'S OFFICE OF HIGHWAY
SAFETY*



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 4, 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
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Agenda Wording:

Consideration and action to conditionally accept the public utility improvements and commence maintenance after a two-year warranty period at Toll at Prasada Phase 2 Unit F and C, generally located at West of Cotton Lane between Peoria Avenue and Cactus Road; Resolution #2022-96.

Motion:

I move to approve Resolution #2022-96.

Background:

The Public Works Department conducted the final inspection of the public improvements for Toll at Prasada Phase 2 Unit F and C on or about May 10th, 2022, totaling approximately 6,038 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes wastewater lines. Roadways are private and domestic water lines are located within the Epcor water jurisdiction.

Objective Analysis:

The improvements to this property convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within Epcor water jurisdiction.

Policy Compliant:

The City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of sewer 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 \$529,976.50.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2022-96 Infrastructure Acceptance-2022- UNIT F AND Cdocx.caofinal
 2. 02 REVISED NOC LETTER
 3. 03 Inspector Sign Off Form
-

RESOLUTION # 2022-96

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT TOLL AT PRASADA PHASE 2 UNIT F AND C, GENERALLY LOCATED AT WEST OF COTTON LANE BETWEEN PEORIA AVENUE AND CACTUS ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Toll at Prasada, Phase II Unit F & Unit C" on, April 7, 2020;

WHEREAS, as a condition of the approval of the final plat, and in compliance with the City Code, the developer installed certain public utility improvements, including sewer lines. For purposes of this Resolution, the sewer lines are referred to as "Public Improvements";

WHEREAS, Toll Prasada, LLC, the developer of Toll at Prasada Unit F and Unit C, dedicated to the City the Public Improvements, generally located at west of Cotton Lane between Peoria Avenue and Cactus 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 sewer lines 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 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
Toll at Prasada
Unit F & C

**INFRASTRUCTURE TO
BE ACCEPTED:**

 SEWER

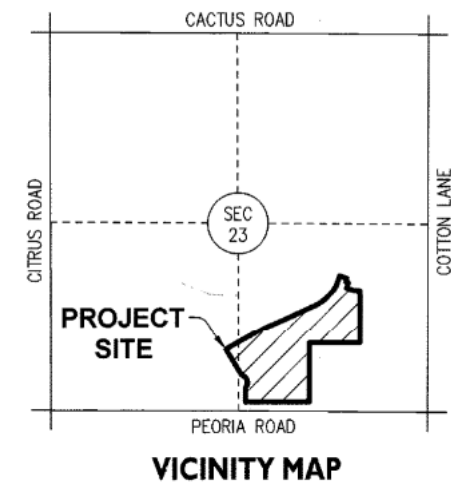
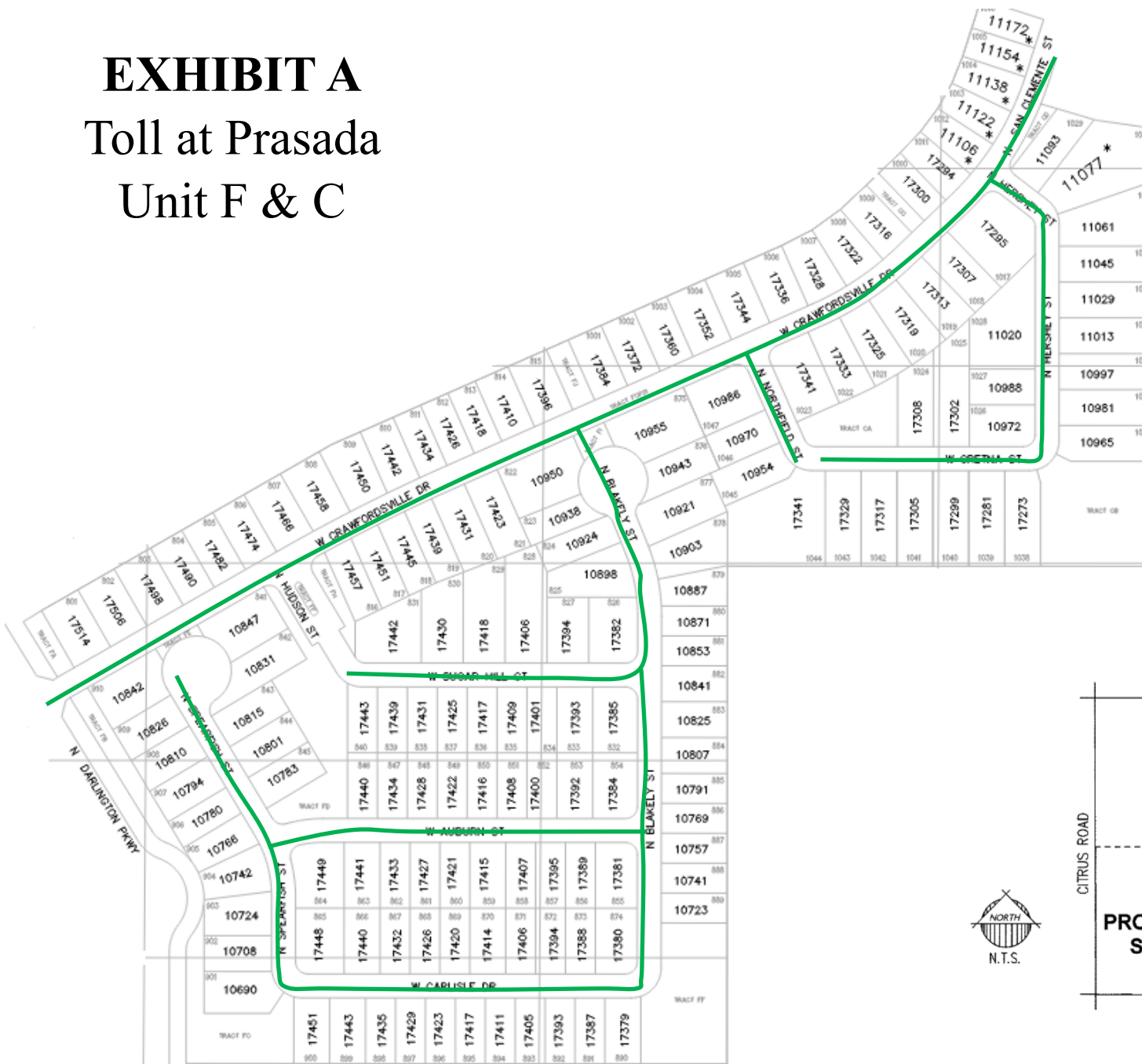


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 9/12/2022
Re: TOLL AT PRASADA - PHASE2 - UNIT F AND C FINAL PLAT

The public improvements for the above project have been completed and are tentatively scheduled for the October 18, 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 Sewer	\$529,976.50
Total	\$529,976.50

August 5, 2022

Toll Brothers
8767 E Via de Ventura #390
Scottsdale, AZ 85258

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR TOLL AT PRASADA –
PHASE 2 UNIT F AND C FINAL PLAT – FS19-671**

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:

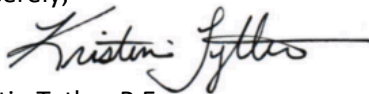
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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: 5/10/22 _____ Commercial _____ Commercial w/Offsite ☒ Residential

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

1/18/2022 Date of Punch-List Walk 4/29/2022 Date Punch-List Completed

FS Number: FS19-671 Permit Number(s): E20P-0156,0157,0158,0159,0160,0161

Project Name: Toll At Prasada-Phase 2-Unit F and C

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

Toll Brothers Az Construction Co

8767 E Via De Ventura 390, Scottsdale AZ 85258

MAG TIP Reporting:

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

MATERIALS:

Asphalt:	<u>N/A</u>	Supplier	_____	Total Lane Miles	_____	Total Square Yards	_____
Water:	<u>8" PVC</u>	Size/Type	<u>5636'</u>	Total LF	_____	Size/Type	_____
		Size/Type	_____	Total LF	_____	Size/Type	_____
Sewer:	<u>8" PVC</u>	Size/Type	<u>6038'</u>	Total LF	_____	Size/Type	_____
		Size/Type	_____	Total LF	_____	Size/Type	_____
Storm:	<u>15" RGRCP</u>	Size/Type	<u>498'</u>	Total LF	<u>18" RGRCP</u>	Size/Type	<u>531'</u>
	<u>24" RGRCP</u>	Size/Type	<u>30'</u>	Total LF	<u>30" RGRCP</u>	Size/Type	<u>149'</u>
Fire Ln:	<u>N/A</u>	Size/Type	_____	Total LF	_____	Size/Type	_____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List	<u>N/A</u> AOC
<u>N/A</u> 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	<u>N/A</u> 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: David Mobley

Date: 5/10/22

Civil Engineering Supervisor: David Mobley

Date: 5/10/22



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 4, 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
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Agenda Wording:

Consideration and action declaring the City's intention to enlarge an existing lighting improvement district known as, "City of Surprise, Arizona, Zanjero Trails Parcel 11 #167" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting certain public streets; Resolution #2022-74.

Motion:

I move to approve Resolution #2022-74.

Background:

Zanjero Trails Parcel 11 was formed on August 7, 2018 (Resolution 2018-45). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 26 (estimated) new lights are proposed within this enlargement which are local and arterial roads and will be billed to the Zanjero Trails Parcel 11 SLID. The arterial roads will be billed to the City's SLID account.

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 enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

Policy Compliant:

The 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 ensure 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 ratio of the new lights to existing lights is very small.

Budget Impact:

This is an enlargement of an existing SLID, therefore no impact to the FY2023 budget is anticipated. The enlargement will be considered when setting the budget for future fiscal years. A separate fund for this district is currently in place to track the revenue and expenses.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2022-74 SLID Enlargement-ESTIA AT ZANJERO
 2. 02 SLID Petition ESTIA AT ZANJERO- revised 090622
 3. 03 Streetlight Plan ESTIA AT ZANJERO
 4. 04 COUNCIL MAP ESTIA AT ZANJERO
 5. 05 Res 2018-045-ZANJERO TRAILS PARCEL 11D
-

RESOLUTION # 2022-74

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, ZANJERO TRAILS PARCEL 11 #167 LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on *August 7, 2018*, the Mayor and City Council of the City of Surprise adopted Resolution No. 2018-045, ordering the formation of the City of Surprise, Arizona, Zanjero Trails Parcel 11 #167 Lighting Improvement District (the “District”) for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district (“SLID”) when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the Resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the Resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as “Petitioners”) acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution; and

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. *District Enlargement.* The City of Surprise, Arizona, Zanjero Trails Parcel 11 #167 Lighting Improvement District shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2023/2024 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

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

Legal Description

**EXHIBIT A
ESTIA AT ZANJERO TRAILS
STREETLIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION**

A portion of land being situated within the Northeast Quarter of Section 21, Township 3 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found City of Surprise brass cap accepted as the Northeast corner of said Section 21 from which a found City of Surprise brass cap accepted as the East Quarter corner thereof bears South 00°20'07" West, 2637.05 feet

Thence South 00°20'07" West, 1282.28 feet along the east line of the Northeast Quarter of said Section 21 to the easterly prolongation of the northerly Right of Way line of Jenan Drive as recorded in the Zanjero Trails Phase 2 – Parcel 11 Map of Dedication filed in Book 1440, Page 32, Maricopa County Records;

Thence the following two (2) courses along said northerly Right of Way line and the easterly prolongation thereof:

Thence North 89°39'53" West, 563.04 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 540.00 feet;

Thence southwesterly along said curve, through a central angle of 26°54'12", an arc length of 253.56 feet to the southeasterly corner of the Zanjero Trails Phase 2 – Parcel 11 Final Plat filed in Book 1440, Page 39, Maricopa County Records;

Thence the following two (2) courses along the east line of said Zanjero Trails Phase 2 – Parcel 11:

Thence North 26°34'05" West, 197.36 feet;

Thence North 00°00'00" East, 1163.54 feet to the north line of the Northeast Quarter of said Section 21;

Thence South 89°44'29" East, 903.49 feet along said north line to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,155,242 sq. ft. (26.5207 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

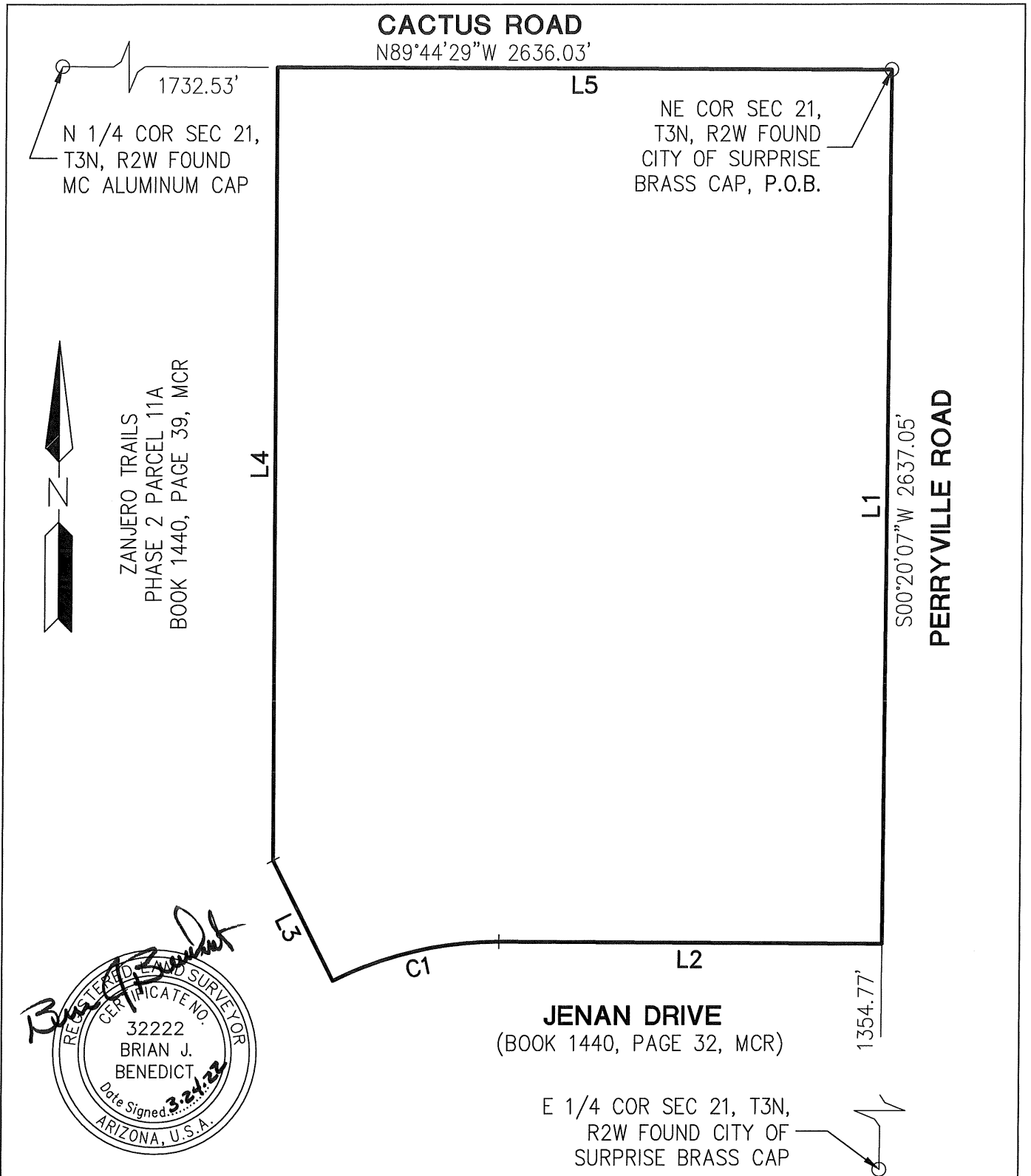
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1078
Date: March 2022



EXHIBIT B

Map



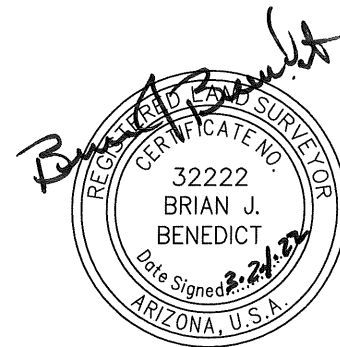
P.O.B. — POINT OF BEGINNING

PAGE 1 OF 2

PROJ.NO.: 1078	ESTIA AT ZANJERO TRAILS STREETLIGHT IMPROVEMENT DISTRICT SURPRISE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2022		
SCALE: N.T.S.		
DRAWN BY: GS	EXHIBIT B	
CHECKED BY: BJB		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°20'07"W	1282.28'
L2	N89°39'53"W	563.04'
L3	N26°34'05"W	197.36'
L4	N00°00'00"E	1163.54'
L5	S89°44'29"E	903.49'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	540.00'	26°54'12"	253.56'



PAGE 2 OF 2

PROJ.NO.: 1078	ESTIA AT ZANJERO TRAILS STREETLIGHT IMPROVEMENT DISTRICT SURPRISE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2022		
SCALE: NONE		
DRAWN BY: GS	EXHIBIT B	
CHECKED BY: BJB		

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

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, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit 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 enlarge the existing District, 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.

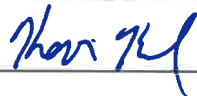
Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed 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 enlarge 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 existing street light improvements district to be enlarged:
Zanjero Trails Parcel 11

(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
TI Investors of Zanjero Trails LLC / Kevin Kiest	SWC of Perryville Rd., and Cactus Rd.	502-07-609A	



RATE SCHEDULE E-68
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 after December 1, 2021.

DESCRIPTION

E-68 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 PERIOD

Dusk: The 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 fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

Fixture Equipment Class	Fixture Cost Range (per unit)	Investment by Company Monthly Rate	Investment by Others Monthly Rate
A	\$ 1 - \$ 430	\$5.72	\$1.75
B	\$ 431 - \$ 520	\$6.97	\$2.12
C	\$ 521 - \$ 640	\$8.36	\$2.60
D	\$ 641 - \$ 820	\$9.99	\$3.32
E	\$ 821 - \$ 910	\$12.64	\$3.68
F	\$ 911 - \$ 1,010	\$14.07	\$4.08
G	\$ 1,011 - \$ 1,110	\$15.38	\$4.49
H	\$ 1,111 - \$ 1,250	\$17.44	\$5.04
I	\$ 1,251 - \$ 1,520	\$19.40	\$6.12
J	\$ 1,521 - \$ 1,670	\$23.65	\$6.73
K	\$ 1,671 - \$ 1,850	\$26.29	\$7.45

Note: Equipment cost greater than \$1,850 shall be Customer owned.



II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

$$\text{kWh} = \text{Fixture Wattage} \times 344 \text{ Usage Hours}$$

$$\text{Generation} = \text{kWh per month} \times \$ 0.06621$$

$$\text{T\&D, RCS, System Benefits} = \text{kWh per month} \times \$ 0.02682$$

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 kWh reflects 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. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.
5. 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).



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

			CHARGES		
			Investment by Company	Investment by Others	
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	Height		
			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	
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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

			CHARGES	
			Investment by Company	Investment by Others
C. Direct Bury	Round Steel	Height		
		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
	Square Steel	32 ft.	\$55.24	\$4.51
		49 ft.	\$68.57	\$9.45
		4"		
		34 ft.	\$16.74	\$2.90
		5"		
		20 ft.	\$15.90	\$2.63
		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	\$3.17
	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	--

IV. 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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

A \$150.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.
3. 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.
4. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground, the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract, maintenance, or service agreement.

ESTIA AT ZANJERO TRAILS

CATUS RD AND N PERRYVILLE RD

STREET LIGHT DESIGN

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.

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
ARIZONA PUBLIC SERVICE	05/24/2022
CENTURY LINK	05/24/2022
COX COMMUNICATIONS	05/24/2022
SOUTHWEST GAS	05/24/2022

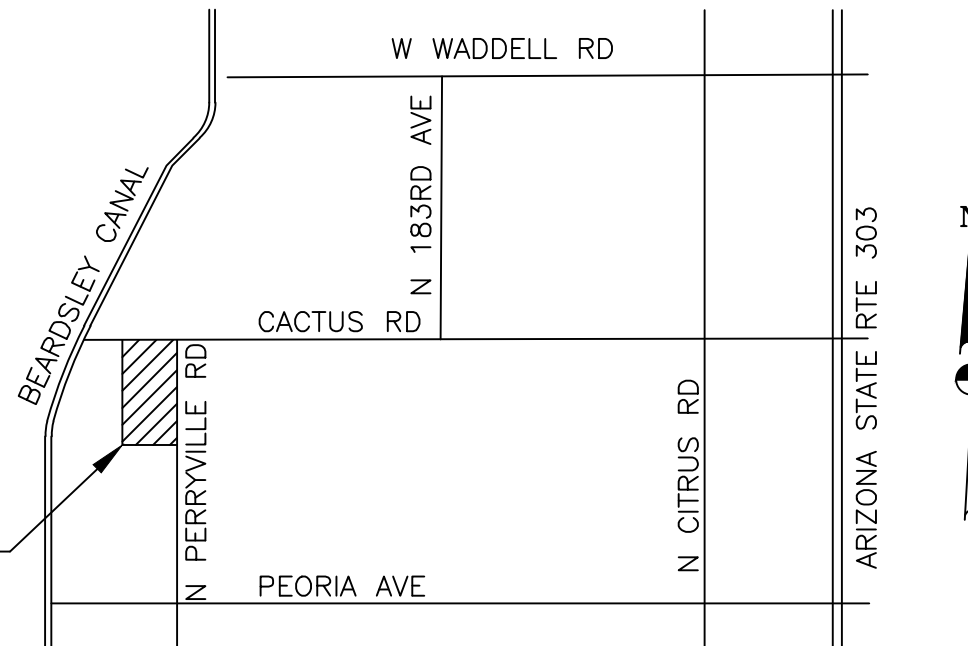
NOTE

- ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.
- THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

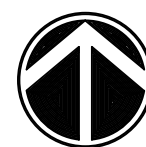
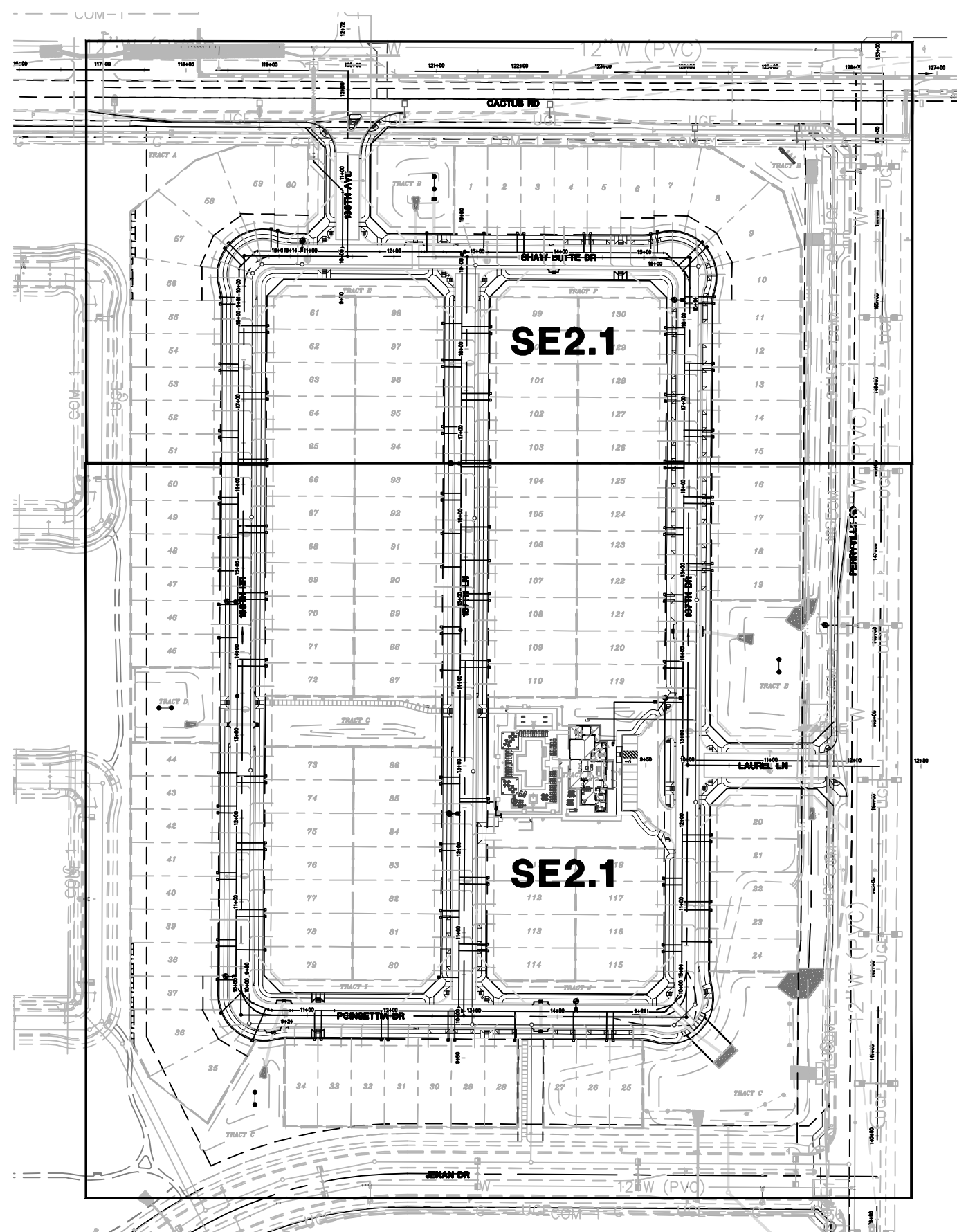
LED NOTE

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

PROJECT THIS



VICINITY MAP
N.T.S.



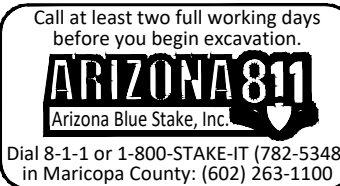
KEY MAP
N.T.S.

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
HILGARTWILSON
2141 E. HIGHLAND AVE. STE 250
PHOENIX, AZ 85016
PHONE: (602) 490-2436
CONTACT: ZACH HILGART
EMAIL: ZHILGART@HILGARTWILSON.COM

OWNER
KM DEVELOPMENT CORP
706 E. BELL RD., STE 212
PHOENIX, AZ 85022
PHONE: (602) 996-6800
CONTACT: KEVIN KIESL
EMAIL: KKIESL@HBTZ.COM



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CHECKED BY: CMT

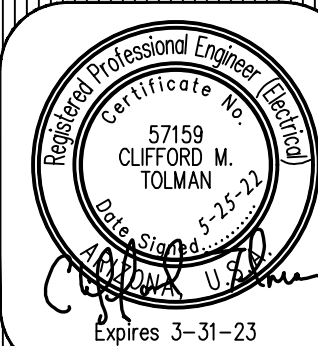
WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
ESTIA AT ZANJERO TRAILS
CATUS RD AND N PERRYVILLE RD
STREET LIGHT COVER SHEET

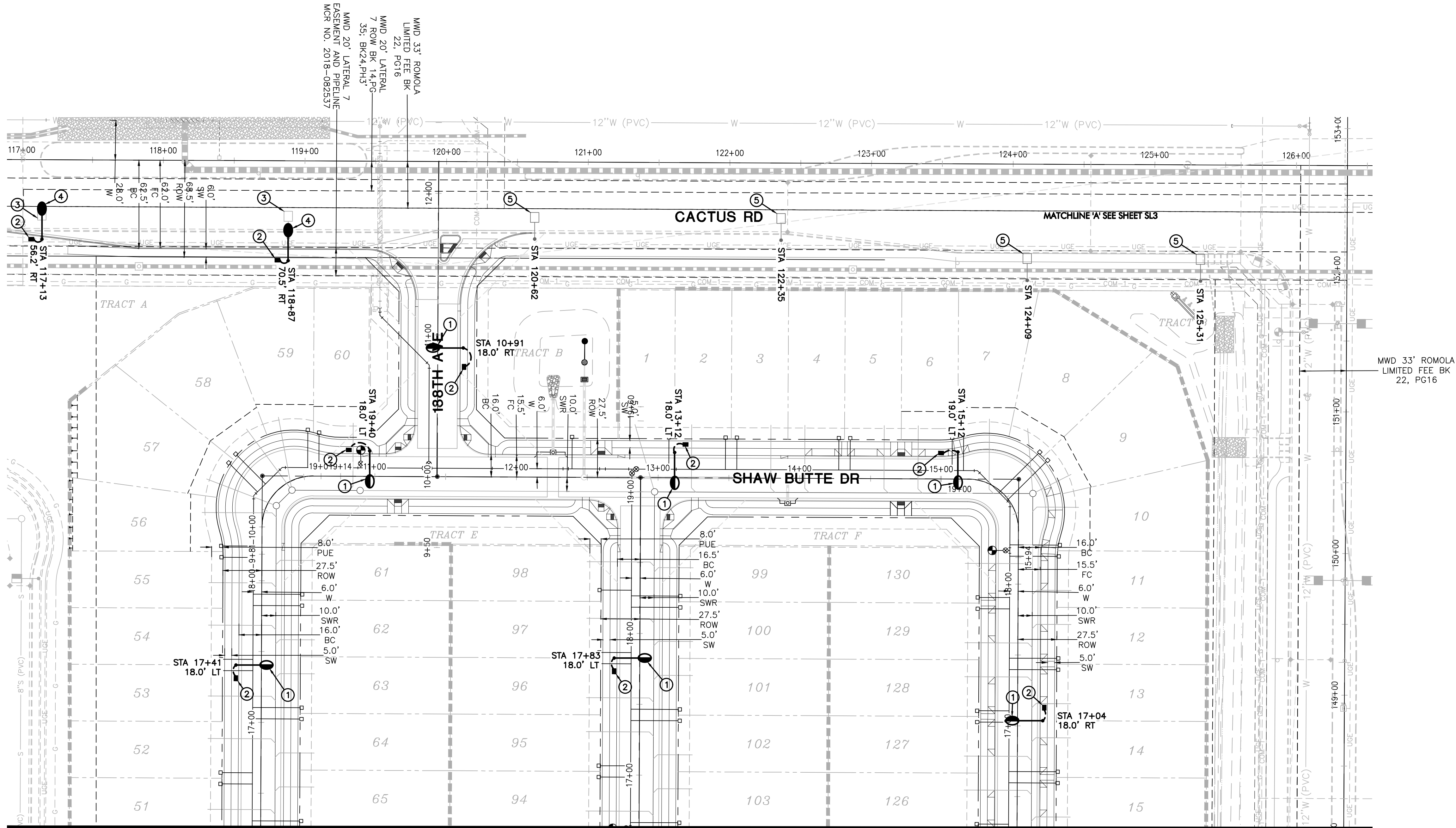
NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)

1	FEB 2022	1ST SUBMITTAL
2	MAY 2022	2ND SUBMITTAL



DRAWING NO:
SL1
OF 4

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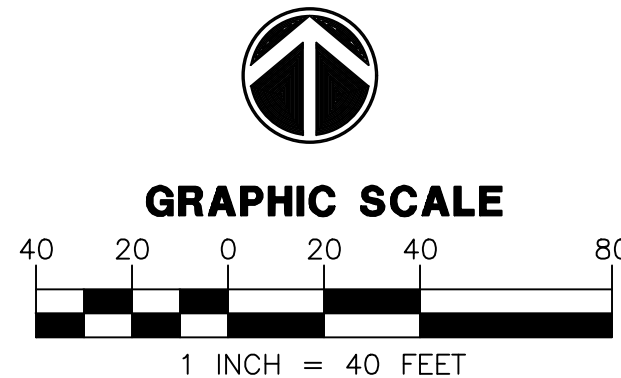


LEGEND

- 4,900 LUMEN SHOEBOX STREET LIGHT
- 20,100 LUMEN SHOEBOX STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN

CONSTRUCTION NOTES

- INSTALL 39W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE (1940.30), 1' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.
- RELOCATE STREET LIGHT AS SHOWN. REMOVE EXISTING FOUNDATION BACKFILL & COMPACT.
- INSTALL RELOCATED STREET LIGHT DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
- EXISTING LIGHT TO REMAIN



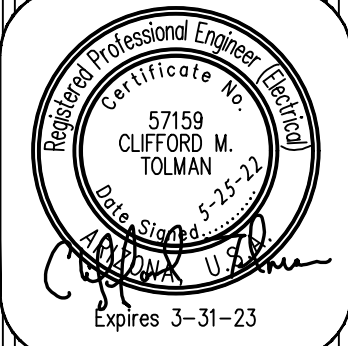
Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue State, Inc.
In Maricopa County: (602) 263-1100

WRIGHT ENGINEERING
PROJECT NO:
22026
DESIGN BY: NAM
DRAWN BY: NAM
CHECKED BY: CMT

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

PROJECT: TITLE:
SURPRISE, ARIZONA
ESTIA AT ZANJERO TRAILS
CATUS RD AND N PERRYVILLE RD
STREET LIGHT PLAN

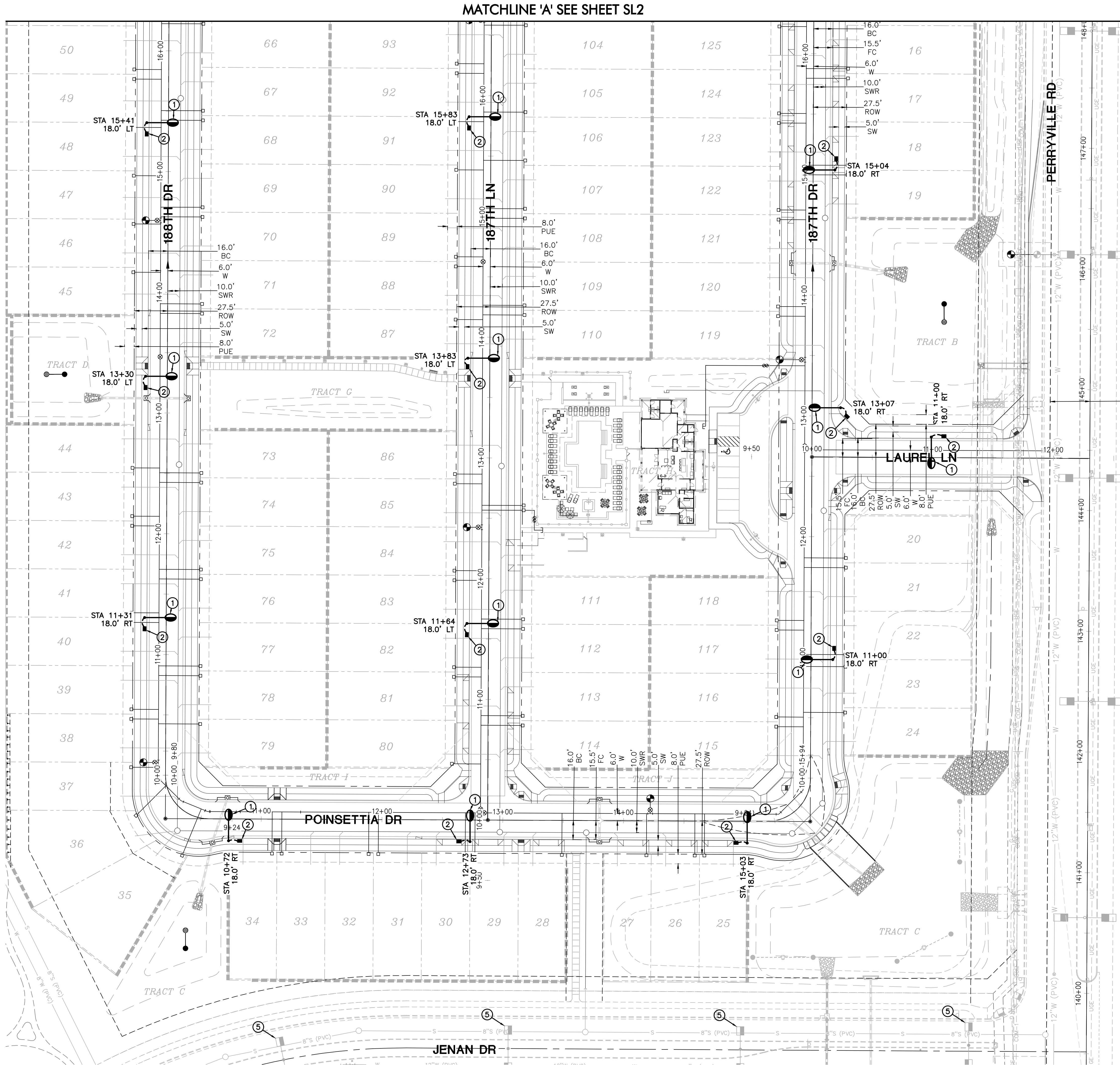
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	FEB 2022	1ST SUBMITTAL
2	MAY 2022	2ND SUBMITTAL



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OF 4

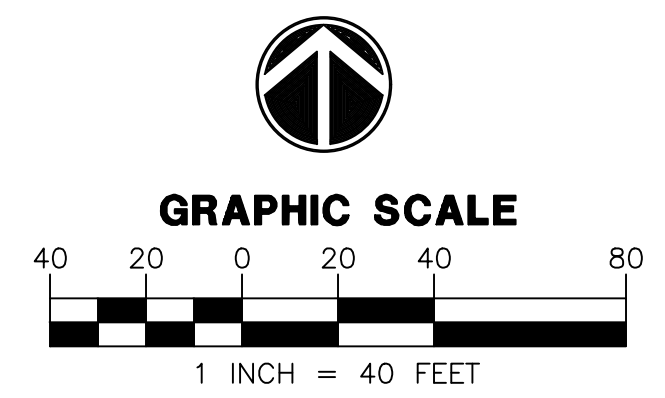
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- LEGEND**
- 4,900 LUMEN SHOEBOX STREET LIGHT
 - 20,100 LUMEN SHOEBOX STREET LIGHT
 - PULL BOX
 - NEW CONDUIT RUN

- CONSTRUCTION NOTES**
- INSTALL 39W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE (1940.30), 1" MAST ARM PER APS DETAIL 8030 (SEE SHEET SL4). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
 - INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.
 - RELOCATE STREET LIGHT AS SHOWN. REMOVE EXISTING FOUNDATION BACKFILL & COMPACT.
 - INSTALL RELOCATED STREET LIGHT DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
 - EXISTING LIGHT TO REMAIN



Call at least two full working days before you begin excavation.

ARIZONA 811

Arizona Blue State, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348) in Maricopa County: (602) 263-1100

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PROJECT NO:
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CHECKED BY: CMT

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
ESTIA AT ZANJERO TRAILS
CATUS RD AND N PERRYVILLE RD
STREET LIGHT PLAN

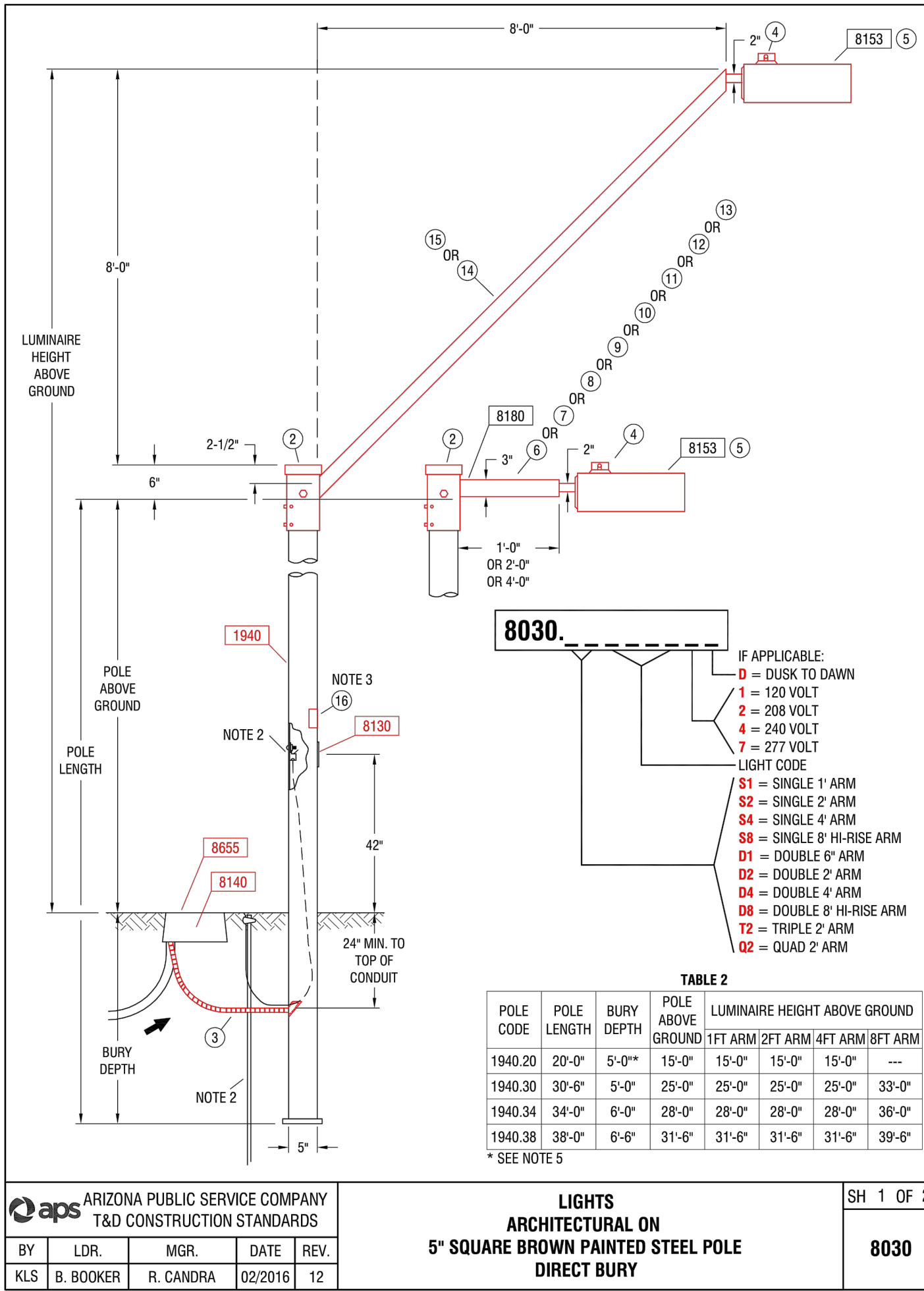
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	FEB 2022	1ST SUBMITTAL
2	MAY 2022	2ND SUBMITTAL

Professional Engineer
57159
CLIFFORD M. TOLMAN
Exp. 3-31-23

DRAWING NO:
SL3
OF 4

FS22-0342

H:\2022\22026-Estia at Zanjero Trails\22026-SL.dwg



1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE" IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC B129.
8. THE LUMINAIRE SHOW IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE B153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAN THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE B130-B140.
12. FOR PEDESTRIAN ONLY APPLICATIONS
SEE B030.

CODE	NAME	AMP	WATTS	K	TYPE	VOLTS	INTERNAL	MOUNTING HEIGHT
AH16	00099450	100				120/208/240/277	9,500	
AH17	00099451	150				120/208/240/277	16,000	
AH18	00099452	250			2100	120/208/240/277	30,000	
AH19	00099453	400				120/208/240/277	50,000	
RN40	0128250	55	2700			120/208/240/277	3,500	
RN41	0126867	100				120/208/240/277	8,400	
RN42	0132346	150				120/208/240/277	14,000	
RN43	0132850	5000			IND	120/208/240/277	13,000	
RN44	0121153	200				120/208/240/277	15,250	
RN45	0132850	5000				120/208/240/277	13,000	
RL40	0141047	32				120/208/240/277	3,800	
RL41	0141048	41				120/208/240/277	4,800	
RL42	0141049	64			3000	LED S	7,200	
RL43	0141050	108				120/208/240/277	11,000	
RL44	0141051	162				120/208/240/277	19,000	
RL45	0138242	100				120/208/240/277	4,000	SEE TABLE 2
RS2	0126804	60			4000	LED S	5,800	
RS3	0126805	95				120/208/240/277	8,400	
RS4	0126806	150				120/208/240/277	16,000	
RS5	0126305	257				120/208/240/277	19,200	
AL56	0113722	62				120/208/240/277	7,100	
AL58	0107462	44				120/208/240/277	5,200	
AL60	0113723	119			LED	120/208/240/277	12,900	
AL81	0116525	1198*			4000	M	120/208/240/277	12,900
AL82	0116526	118*					12,900	
AL83	0107462	44				120/208/240/277	15,400	
AS20	3308672	57				120/240	8,000	
AS21	3308674	90			1700	LPS	120/240	13,500
AS22	3308676	180				120/240	27,000	
AS23	3308678	180				120/240	33,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

CODE	8630.51	8630.52	8630.53	8630.54	8630.55	8630.56	8630.57	8630.58	8630.59	8630.60	8630.61	8630.62	MATERIAL LIST	APN
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	
1	1	1	1	1	1	1	1	1	1	1	1	1	BRACKET ARM STLT SPLD ORT	00092251
2	1	1	1	1	1	1	1	1	1	1	1	1	CAP STLT 3/8" S-P ARM	00093036
3	10	10	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	00093088
4	1	1	1	1	1	2	2	2	2	3	4	4	CONTROL PHOTO MALLI DBL-20	00073241
5	1	1	1	1	2	2	2	2	2	3	4	4	LUMINAIRE - SEE TABLE	
6	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STLT 3" SQ X 1/2 BR	00121154
7	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STLT 3" SQ X 1" SGL	00098370
8	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STLT 3" SQ X 2 DBL	33701171
9	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STLT 3" SQ X 2 QVAL	00052665
10	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STLT 3" SQ X 2 PUL	00071616
11	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STLT 3" SQ X 2 TPL	00052661
12	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STLT 3" SQ X 4 DBL	00073267
13	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STLT 3" SQ X 5 SGL	00061738
14	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STLT 3" SQ X 5 DBL	33701170
15	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STLT 3" BOLT-LN	00092252
16	1	1	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00055092

 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY		SH 2 OF 2
BY	LDR.	MGR.	DATE	REV.			8030
KLS	B. BOOKER	R. CANDRA	02/2016	12			

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

WRIGHT ENGINEERING
PROJECT NO:
22026
DESIGN BY: NAM
DRAWN BY: NAM
CHECKED BY: CMT

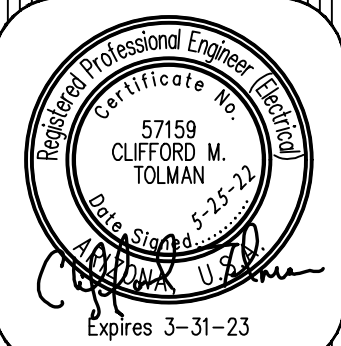


PROJECT: TITLE:

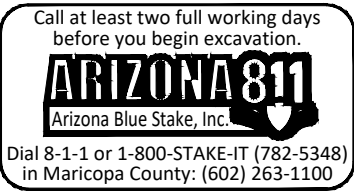
SURPRISE, ARIZONA
ESTIA AT ZANJERO TRAILS
CATUS RD AND N PERRYVILLE RD

STREET LIGHT DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	FEB 2022	1ST SUBMITTAL
2	MAY 2022	2ND SUBMITTAL



DRAWING NO:
SL4
OF 4



Recording requested by:

City of Surprise
City Clerk's Office
16000 N Civic Center Plaza
Surprise, Arizona 85374

SLIDReso201845-8-1-1--
Hoyp

RESOLUTION 2018-45

ZANJERO TRAILS PARCEL 11

STREET LIGHTING IMPROVEMENT DISTRICT

RESOLUTION # 2018-45

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, ZANJERO TRAILS PARCEL 11 #167 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, ZANJERO TRAILS PARCEL 11 #167 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 Zanjero Trails Parcel 11 #167 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.

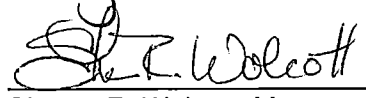
Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same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

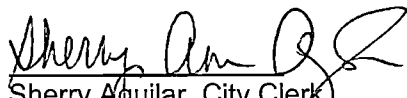
Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

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

APPROVED AND ADOPTED this 7 day of August, 2018.


Sharon R. Wolcott, Mayor

Attest:


Sherry Aguilar, City Clerk

Approved as to form:

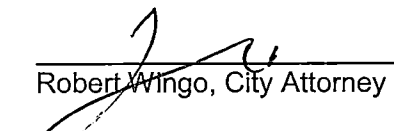

Robert Wingo, City Attorney

EXHIBIT "A"
ZANJERO TRAILS - PARCEL 11 #167
STREET LIGHT IMPROVEMENT DISTRICT (SLID)
LEGAL DESCRIPTION

A portion of land being situated within a portion of the Northeast Quarter of Section 21, Township 3 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found City of Surprise brass cap accepted as the East Quarter corner of said Section 21 from which a found aluminum cap accepted as the Center of said Section 21 thereof bears North 89°42'50" West, 2637.51 feet;

Thence North 89°42'50" West, 2562.51 feet along the south line of the Northeast Quarter of said Section 21 to the east Right-of-Way line of the Beardsley Canal;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID EAST RIGHT-OF-WAY;;

Thence leaving said south line, North 00°22'03" East, 793.37 feet;

Thence South 88°29'13" East, 21.57 feet to a non-tangent curve, concave southeasterly, having a radius of 461.68 feet, the center of which bears South 88°29'13" East;

Thence northeasterly along said curve, through a central angle of 19°03'37", an arc length of 153.59 feet to a tangent line;

Thence North 20°34'24" East, 1315.44 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 3966.22 feet;

Thence northeasterly along said curve, through a central angle of 06°14'29", an arc length of 432.05 feet to a tangent line;

Thence North 26°48'53" East, 70.35 feet to a point on the north line of the Northeast Quarter of said Section 21;

Thence leaving said east Right-of-Way, South 89°44'29" East, 950.98 feet along said north line;

Thence leaving said north line, South 00°00'00" East, 1163.54 feet;

Thence South 26°34'05" East, 197.36 feet to a non-tangent curve, concave southeasterly, having a radius of 540.00 feet, the center of which bears South 26°34'05" East;

Thence northeasterly along said curve, through a central angle of 26°54'12", an arc length of 253.56 feet to a tangent line;

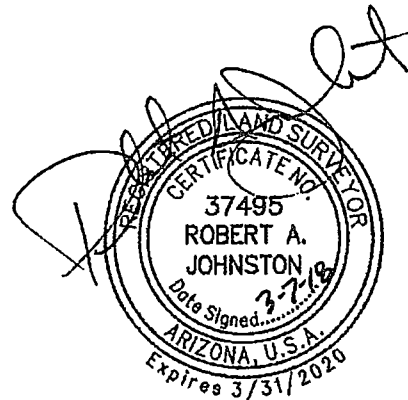
Thence South 89°39'53" East, 563.04 feet to a point on the east line of the Northeast Quarter of said Section 21;

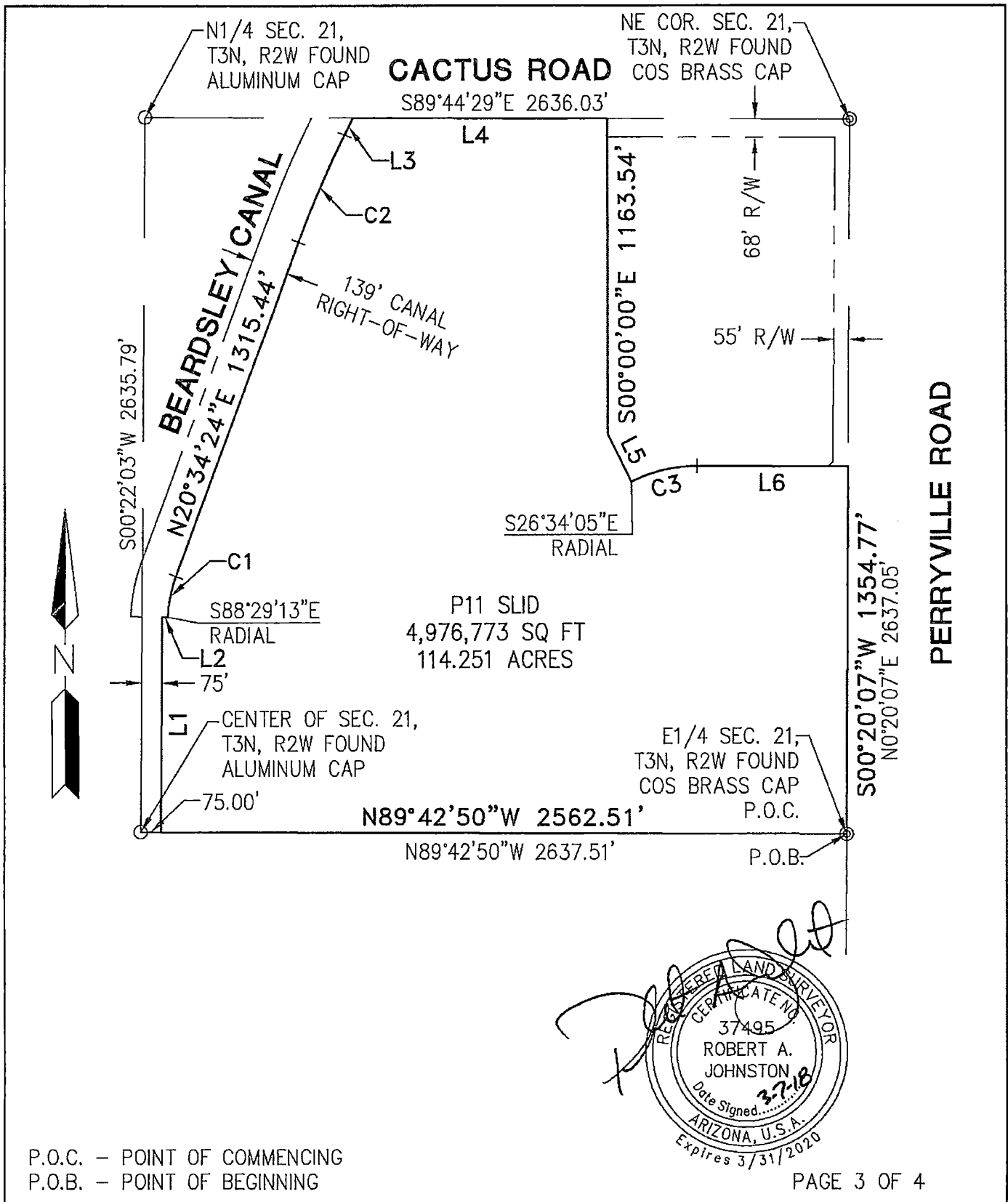
Thence South 00°20'07" West, 1354.77 feet along said east line to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 4,976,773 sq. ft. (114.251 acres) more or less and being subject to any easements, restrictions, 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 of any other land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Ave, Suite 250
Phoenix, AZ 85016
Project No.: 1078
Date: March 2018

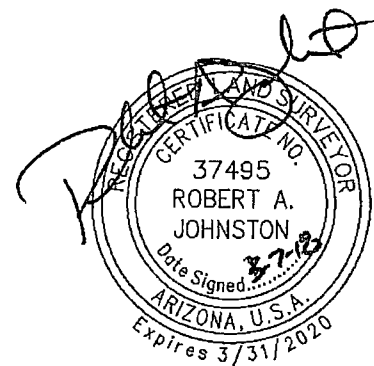




PROJ.NO.: 1078	ZANJERO TRAILS	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MARCH 2018	PARCEL 11 SLID	
SCALE: NTS	MARICOPA COUNTY, ARIZONA	
DRAWN BY: DSP	EXHIBIT "B"	
CHECKED BY: RAJ		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N00°22'03"E	793.37'
L2	S88°29'13"E	21.57'
L3	N26°48'53"E	70.35'
L4	S89°44'29"E	950.98'
L5	S26°34'05"E	197.36'
L6	S89°39'53"E	563.04'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	461.68'	19°03'37"	153.59'
C2	3966.22'	6°14'29"	432.05'
C3	540.00'	26°54'12"	253.56'



PAGE 4 OF 4

PROJ.NO.: 1078	ZANJERO TRAILS PARCEL 11 SLID MARICOPA COUNTY, ARIZONA EXHIBIT "B"	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MARCH 2018		
SCALE: NTS		
DRAWN BY: DSP		
CHECKED BY: KJP		

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

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

Zanjero Trails Parcel 11 #167 (SU-ZnjrTrls Par11)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
LAND SOLUTIONS CACTUS, LLC	Zanjero Trails Ph 2 – Parcels 11A, B, C & Offsites	502-07-003L 502-07-003M	



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

AVAILABILITY

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

DESCRIPTION

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

TIME PERIODS

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if Applicable)

	Lumen	Watts	kWh	CHARGES	
				Investment by Company	Investment by Others
A. Acorn	6000 IND	85	29	\$19.24	\$5.14
B.	6,200 IND	85	29	\$10.13	\$3.93
	8,400 IND	100	34	\$10.69	\$4.36
	10,200 IND	120	41	\$11.75	\$4.99
	13,000 IND	150	52	\$12.98	\$5.93
	20,500 IND	200	69	\$14.78	\$7.37
	22,500 IND	265	91	\$17.63	\$9.28
	5,800 LED	94	32	\$17.81	\$5.16
	7,400 LED	127	44	\$20.42	\$6.34
	12,300 LED	203	70	\$25.48	\$8.85
	9,200 LED	139	48	\$25.60	\$7.30
	13,620 LED	202	70	\$28.49	\$9.24
	6,400 LED	89	31	\$17.89	\$5.10
C. Cobra Roadway	6,200 IND	75	26	\$10.54	\$3.77
	6,400 IND	85	29	\$8.97	\$3.78
	8,000 IND	88	30	\$10.47	\$4.04
	8,400 IND	100	34	\$9.70	\$4.24
	10,200 IND	120	41	\$10.44	\$4.81



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

				CHARGES	
				Investment by Company	Investment by Others
	Lumen	Watts	kWh		
C. Cobra Roadway	13,000 IND	150	52	\$11.50	\$5.73
	15,250 IND	200	69	\$13.86	\$7.25
	22,500 IND	250	86	\$18.55	\$9.06
	Gray/Bronz 3,500 IND	55	19	\$10.50	\$3.27
	6,000 LED	95	33	\$17.05	\$5.13
	8,700 LED	142	49	\$19.17	\$6.53
	9,600 LED	157	54	\$20.40	\$7.04
	11,600 B-LED	181	62	\$19.03	\$7.44
	Gray/Bronz 3,300 LED	43	15	\$9.00	\$2.79
	Gray/Bronz 5,300 LED	67	23	\$10.45	\$3.54
	Gray/Bronz 8,300 LED	106	37	\$13.55	\$4.94
	Gray/Bronz 10,500 LED	130	45	\$15.08	\$5.69
D. Transit	20,000 LED	258	89	\$26.21	\$10.27
	5,300 LED	75	26	\$28.44	\$6.12
	8,300 LED	100	34	\$30.45	\$6.97
	10,500 LED	150	52	\$32.69	\$8.52

F. Post Top	Copper Square	6,000 IND	85	29	\$18.87	\$5.09
	Gray/Black	8,000 IND	88	30	\$14.86	\$4.62
	Gray/Black	4,350 LED	86	30	\$13.48	\$4.44

G.	4,000 INC	295	103	\$10.54	\$5.89
	7,000 MV	175	73	\$13.65	\$7.83
	11,000 MV	250	96	\$17.09	\$10.43
	20,000 MV	400	150	\$26.84	\$15.21
FROZEN ACORN	9,500 HPS	100	41	\$29.14	\$9.93
	16,000 HPS	150	69	\$32.35	\$12.55
FROZEN ARCHITECTURAL	9,500 HPS	100	41	\$16.56	\$7.90
	16,000 HPS	150	69	\$19.34	\$10.58
	30,000 HPS	250	99	\$22.95	\$13.57
	50,000 HPS	400	153	\$28.32	\$19.53
	14,000 MH	175	72	\$23.17	\$12.70
	21,000 MH	250	101	\$26.31	\$15.66
	36,000 MH	400	159	\$32.89	\$21.54
	8,000 LPS	55	30	\$24.08	\$10.58
	13,500 LPS	90	50	\$28.39	\$12.76
	22,500 LPS	135	72	\$32.43	\$15.56
	33,000 LPS	180	90	\$39.01	\$18.33
FROZEN COBRA ROADWAY	5,800 HPS	70	29	\$9.40	\$5.56
	9,500 HPS	100	41	\$11.07	\$6.81
	16,000 HPS	150	69	\$13.86	\$9.50
	30,000 HPS	250	99	\$16.72	\$12.35



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

FROZEN COBRA ROADWAY		50,000 HPS	400	153	\$22.69	\$17.63
		14,000 MH	175	72	\$16.12	\$10.99
		21,000 MH	250	101	\$18.84	\$13.67
		36,000 MH	400	159	\$24.81	\$18.99
		8,000 FL	100	38	\$18.53	\$5.43
FROZEN DECORATIVE TRANSIT		9,500 HPS	100	41	\$39.95	\$11.96
		16,000 HPS	150	69	\$39.72	\$13.36
		30,000 HPS	250	99	\$45.74	\$17.26
FROZEN FLOOD		30,000 HPS	250	99	\$22.20	\$13.79
		50,000 HPS	400	153	\$27.53	\$19.14
		21,000 MH	250	101	\$23.69	\$14.58
		36,000 MH	400	159	\$28.89	\$19.76
FROZEN POST TOP	Colonial Gray	8,000 FL	100	38	\$19.97	\$5.64
	Colonial Gray	9,500 HPS	100	41	\$11.42	\$7.16
	Colonial Black	9,500 HPS	100	41	\$13.15	\$7.41
	Decorative	9,500 HPS	100	41	\$34.97	\$11.03

NOTES:

- 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.
- 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.
- 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.
- HPS = High Pressure Sodium
- MH = Metal Halide
- LPS = Low Pressure Sodium
- FL = Fluorescent
- INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.



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

9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

II. POLES

CHARGES			Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	Height	
			12 ft.	\$13.11
		2 Simplex Adapters	22 ft.	\$14.75
			25 ft.	\$15.97
			30 ft.	\$18.34
			32 ft.	\$19.27
			12 ft.	\$13.98
			22 ft.	\$16.06
			25 ft.	\$16.75
			30 ft.	\$19.47
			32 ft.	\$20.77
			13 ft.	\$15.03
			15 ft.	\$13.43
			23 ft.	\$15.93
			25 ft.	\$17.51
			28 ft.	\$19.44
			32 ft.	\$19.33
			12 ft.	\$44.79
			12 ft.	\$37.93
			16 ft.	\$36.98
			30 ft.	\$71.39
		4" 6" Square Round	15 ft.	\$14.21
			19 ft.	\$12.85
			12 ft.	\$12.61
			22 ft.	\$14.26
			25 ft.	\$15.46
			30 ft.	\$17.85
			32 ft.	\$18.75
			12 ft.	\$13.47
			22 ft.	\$15.05
			25 ft.	\$16.24
		2 Simplex Adapters	30 ft.	\$18.97
			32 ft.	\$20.26
			32 ft.	\$23.28
			13 ft.	\$14.54
			15 ft.	\$14.86
			23 ft.	\$15.43
			25 ft.	\$17.02
			28 ft.	\$18.91
			32 ft.	\$19.63
				\$2.69
		3 Bolt 5"	32 ft.	\$23.28
			13 ft.	\$14.54
			15 ft.	\$14.86
			23 ft.	\$15.43
			25 ft.	\$17.02
			28 ft.	\$18.91
			32 ft.	\$19.63
				\$2.69
				\$2.69
				\$2.69
		5"	12 ft.	\$13.11
			22 ft.	\$14.75
			25 ft.	\$15.97
			30 ft.	\$18.34
			32 ft.	\$19.27
			12 ft.	\$13.98
			22 ft.	\$16.06
			25 ft.	\$16.75
			30 ft.	\$19.47
			32 ft.	\$20.77
		Concrete	12 ft.	\$44.79
			12 ft.	\$37.93
			16 ft.	\$36.98
			30 ft.	\$71.39
			15 ft.	\$14.21
			19 ft.	\$12.85
			12 ft.	\$12.61
			22 ft.	\$14.26
			25 ft.	\$15.46
			30 ft.	\$17.85
		Fiberglass	12 ft.	\$44.79
			12 ft.	\$37.93
			16 ft.	\$36.98
			30 ft.	\$71.39
			15 ft.	\$14.21
			19 ft.	\$12.85
			12 ft.	\$12.61
			22 ft.	\$14.26
			25 ft.	\$15.46
			30 ft.	\$17.85
		Decorative Transit	12 ft.	\$44.79
			12 ft.	\$37.93
			16 ft.	\$36.98
			30 ft.	\$71.39
			15 ft.	\$14.21
			19 ft.	\$12.85
			12 ft.	\$12.61
			22 ft.	\$14.26
			25 ft.	\$15.46
			30 ft.	\$17.85
		Hinged Poles	12 ft.	\$44.79
			12 ft.	\$37.93
			16 ft.	\$36.98
			30 ft.	\$71.39
			15 ft.	\$14.21
			19 ft.	\$12.85
			12 ft.	\$12.61
			22 ft.	\$14.26
			25 ft.	\$15.46
			30 ft.	\$17.85
		Round Steel	12 ft.	\$44.79
			12 ft.	\$37.93
			16 ft.	\$36.98
			30 ft.	\$71.39
			15 ft.	\$14.21
			19 ft.	\$12.85
			12 ft.	\$12.61
			22 ft.	\$14.26
			25 ft.	\$15.46
			30 ft.	\$17.85
		Square Steel	12 ft.	\$44.79
			12 ft.	\$37.93
			16 ft.	\$36.98
			30 ft.	\$71.39
			15 ft.	\$14.21
			19 ft.	\$12.85
			12 ft.	\$12.61
			22 ft.	\$14.26
			25 ft.	\$15.46
			30 ft.	\$17.85



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

II POLES (cont)

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

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

III. ANCHOR BASE

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



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

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

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

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

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



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

Step 2	
Determination of Total Monthly Charge	
The total monthly charge will be the summation of the charges for each applicable charge type	
<u>Equipment</u>	<u>Charge Type</u>
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy 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 Lost Fixed Cost Recovery Adjustment charge, Adjustment Schedule LFCR.
7. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

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



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

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

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CONSTRUCTION NOTES

- 41W LED (4,800 LUMEN) LUMINAIRE (CE CAT# ERL1005E130A DKBZ R) WITH PHOTOELECTRIC CONTROL ON A 30'-6" DIRECT BURIED POLE (1940.00) WITH A 2" MAST ARM (S2) PER APS DETAIL 8030.S2 (SEE SHEET SL5). INSTALL (2) #14 THIN/THIN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THIN/THIN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

MATCHLINE 'B'
SEE SHEET SL4

LEGEND

- 41W (4800 LUMEN) LED STREET LIGHT
- STREET LIGHT PER ADJACENT PLAN SET
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

MATCHLINE 'A'
SEE SHEET SL3



WRIGHT ENGINEERING
PROJECT NO:
17166-01

DESIGN BY: BBS
DRAWN BY: BBS
CHECKED BY: AHB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
155 E. 10TH AVE. SUITE 100
PHOENIX, AZ 85001
PHONE: 602.997.5421 • FAX: 602.997.5807
www.wrightengineering.com

PROJECT: TITLE:

SURPRISE, ARIZONA
ZANUERO TRAILS - PARCEL 11A
W CACTUS RD & N PERRYVILLE RD
STREET LIGHT PLAN

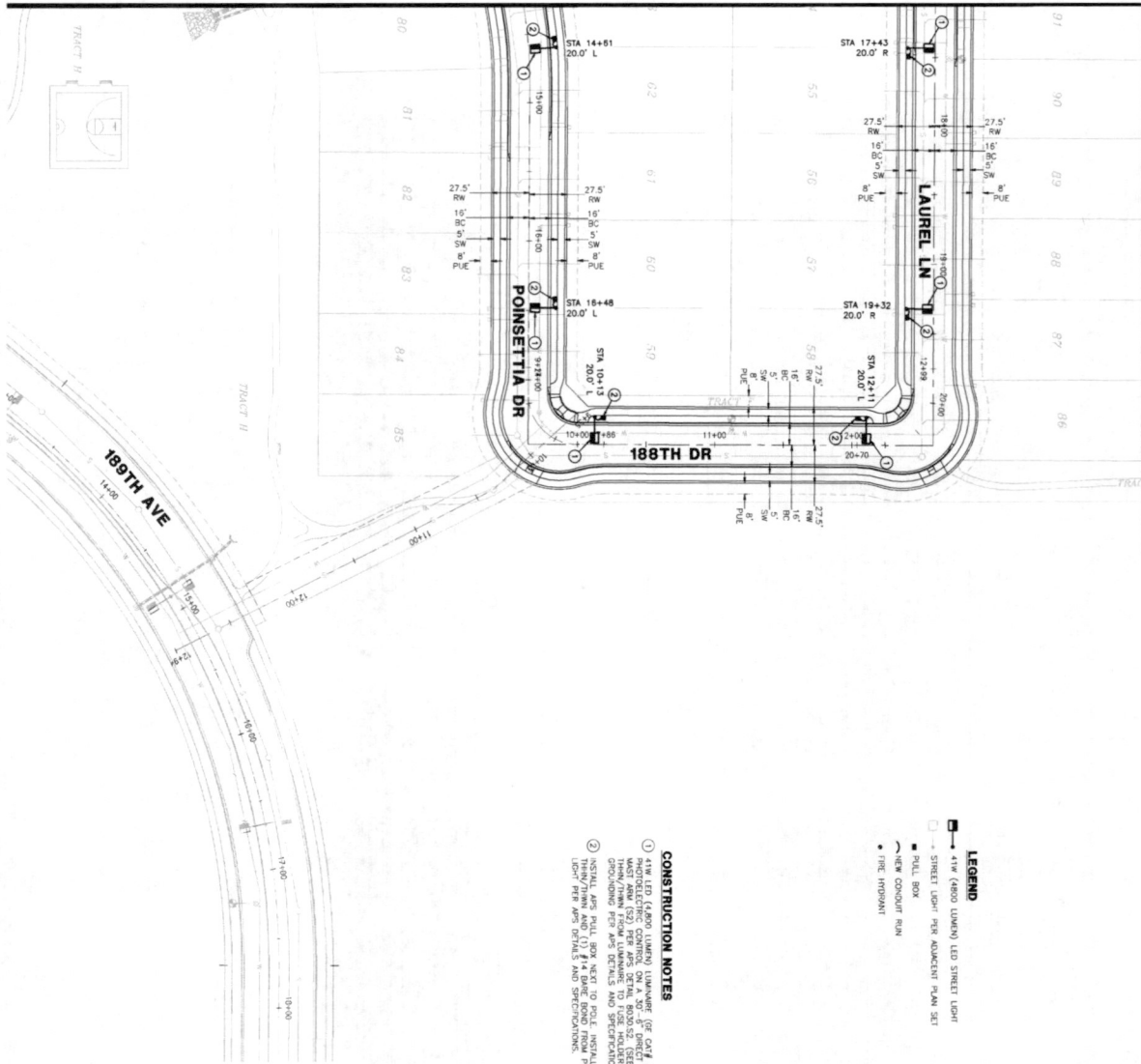
NO.	DATE	SUBMITTAL/REVISIONS (DESCRIPTIONS)
1	JAN 2017	1ST SUBMITTAL
2	FEB 2017	2ND SUBMITTAL



DRAWING NO:
SL2
OF 5

MATCHLINE 'A'
SEE SHEET SL2

MATCHLINE 'C'
SEE SHEET SL4



GRAPHIC SCALE
OF 5
1" = 40'

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUN 2017	1ST SUBMITTAL
2	OCT 2017	2ND SUBMITTAL

SURPRISE, ARIZONA
ZANJERO TRAILS - PARCEL 11A
W CACTUS RD & N PERRYVILLE RD
STREET LIGHT PLAN

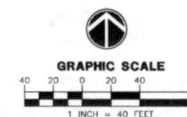
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PROJECT NO.
17166-01
DRAWN BY: BBS
CHECKED BY: AMS

MATCHLINE 'C'
SEE SHEET SL3

 41W (4800 LUMEN) LED STREET LIGHT
 STREET LIGHT PER ADJACENT PLAN SET
 PULL BOX
 NEW CONDUIT RUN
 FIRE HYDRANT

- ① 41W LED (4,800 LUMEN) LUMINAIRE (GE CAT# ERL1005E130A DKBZ R) WITH PHOTOELECTRIC CONTROL ON A 30'-6" TALL STREET BURIED POLE F (1048) WITH A 2" MAST ARM (52) PER APS DETAIL 8030.52. (SEE SHEET 15L5). INSTALL (2) #14 THIN/THIN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- ② INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THIN/THIN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.



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DRAWN BY: BBS
CHECKED BY: AMB

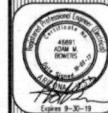
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engineering corporation
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165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
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PROJECT: TITLE:

SURPRISE, ARIZONA
ZANJERO TRAILS - PARCEL 11A
W CACTUS RD & N PERRYVILLE RD

DATE	GLBUITALE / REVISIONE / DESCRIZIONE
------	-------------------------------------

NO.	DATE	SUBMITTALS/REVISIONS
1	JUN 2017	1ST SUBMITTAL



DRAWING NO.
SL4



Roadway Grid
52 points at z=0, sp 15.923ft by 7.75ft
HORIZONTAL FOOTCANDLES

Average	0.5
Maximum	1.9
Minimum	0.1
Avg:Min	4.65
Max:Min	19.00
Coef Var	1.08
UnifGrad	3.17

207'

	0.7	0.5	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.2	0.5	0.7
	1.6	0.8	0.4	0.2	0.2	0.1	0.1	0.1	0.2	0.2	0.4	0.8	1.6
←	1.7	0.7	0.4	0.3	0.2	0.1	0.1	0.1	0.2	0.3	0.4	0.7	1.7 →
	1.9	0.6	0.4	0.3	0.2	0.1	0.1	0.1	0.2	0.3	0.4	0.6	1.9



- | PILE
CODE | PILE
LENGTH | BURY
DEPTH | PILE
ABOVE
GROUND | LLENNARE HEIGHT ABOVE GROUND | | | |
|--------------|----------------|---------------|-------------------------|------------------------------|---------|---------|---------|
| | | | | 5M ARM | 21T ARM | 41T ARM | 81T ARM |
| 1940-20 | 22'-0" | 5'-0" | 15'-0" | 10'-0" | 10'-0" | 15'-0" | — |
| 1940-30 | 32'-0" | 5'-0" | 25'-0" | 23'-0" | 25'-0" | 25'-0" | 23'-0" |
| 1940-34 | 34'-0" | 6'-0" | 28'-0" | 25'-0" | 28'-0" | 28'-0" | 29'-0" |
| 1940-38 | 35'-0" | 6'-0" | 31'-0" | 31'-0" | 31'-0" | 31'-0" | 30'-0" |

 ARIZONA PUBLIC SERVICE COMPANY T&O CONSTRUCTION STANDARDS				
BY	LDR.	MDR.	DATE	REV.
KLS	R. MCMINN	R. SMITH	04/2010	0

 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
REV	LDN	ENGR	DATE	REV
KLS	B. MCCANN	R. SMITH	04/20/10	0

SH 2 OF 2
8030

ZANJERO TRAILS PARCEL 11B STREET LIGHT DESIGN

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 PHOTO-METRIC, 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 REGISTAR 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 PHOTOMILY 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 GROUNDING 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 95% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-1587. A CRISTALOID SHAKE TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARPULX 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 PHOTOCELL. 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 ADJACENT TO PULL BOX. A #6 BOLT 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 CARPULX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT SHALL 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 BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
- THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-FOUR (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6160.
- 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 FULL 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 623-222-7000.
- 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.

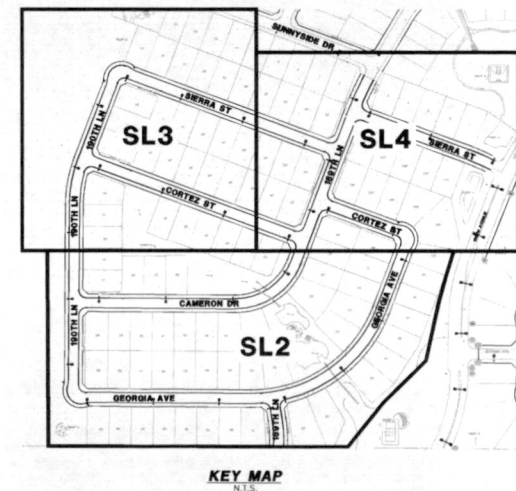
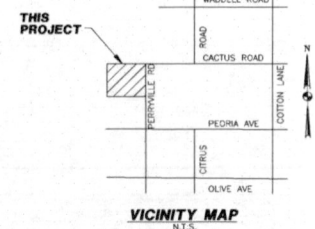
NOTES

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

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

CIVIL ENGINEER
HILGART-WILSON GROUP
2141 E. HIGHLAND AVE.
SUITE 250
PHOENIX, AZ 85016
PHONE: (602) 960-0535
CONTACT: TYLER WILSON P.E.

DEVELOPER
LAND SOLUTIONS CACTUS, LLC
4121 W. ORANGE DRIVE
GLENDALE, AZ 85309
PHONE: (602) 841-1945
CONTACT: DAVE MAGUIRE



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

STREET LIGHTING (APS AREA)											
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE			LUMINAIRE			APS STANDARD CODE NO.
					POLE HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	
1		LOCAL	PER PLANS	33	30'-6"	DIRECT BURY	2'	25'	4,800	41W	8030.52

ARIZONA BLUE STAKE
CALL FOR PRECISE DATA
8161 811 4P
800-281-1100
1-800-STAKE-IT
NATIONWIDE SERVICE

WRIGHT ENGINEERING
PROJECT NO.
17166-02
DESIGN BY: BBS
DRAWN BY: BBS
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
155 E. CACTUS RD. SUITE 100
PHOENIX, AZ 85016
PHONE: (602) 487-3423 • FAX: (602) 487-3407
www.wrightengineering.us

PROJECT: TITLE:
ZANJERO TRAILS - PARCEL 11B
W CACTUS RD & N PERRYVILLE RD
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTAL/REVISION (DESCRIPTION)
1	JUL 2017	1ST SUBMITTAL
2	OCT 2017	2ND SUBMITTAL



DRAWING NO:
SL1
OF 5

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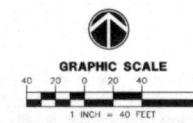
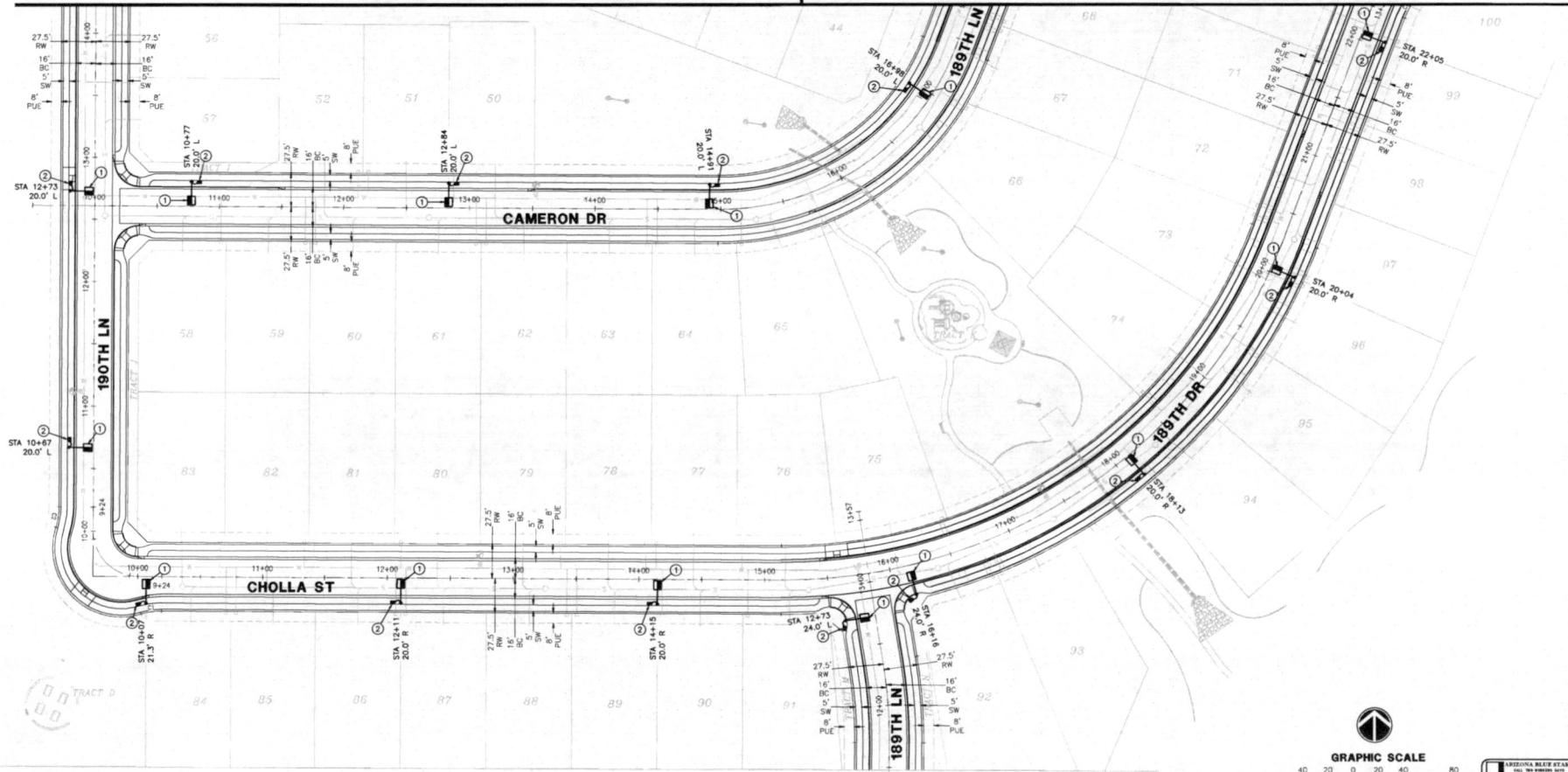
- LEGEND**
- 41W (4800 LUMEN) LED STREET LIGHT
 - STREET LIGHT PER ADJACENT PLAN SET
 - PULL BOX
 - NEW CONDUIT RUN
 - FIRE HYDRANT

CONSTRUCTION NOTES

- 41W LED (4800 LUMEN) LUMINAIRE (GE CAT# ERL100SE130A DK82 R) WITH PHOTOELECTRIC CONTROL ON A 30'-4" DIRECT BURIED POLE (1842-30) WITH A 2" MAST ARM (52) PER APS DETAIL 8030.52 (SEE SHEET SL5). INSTALL (2) #14 THIN/THIN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THIN/THIN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

MATCHLINE 'A'
SEE SHEET SL3

MATCHLINE 'B'
SEE SHEET SL4

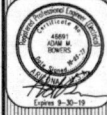


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PROJECT NO:
17166-02
DESIGN BY: BBS
DRAWN BY: BBS
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
155 S. GILBERT AVE. SUITE 100
PHOENIX, AZ 85025
PH: 602.971.8221 FAX: 602.971.8207
www.wrightengineering.com

PROJECT: TITLE:
SURPRISE, ARIZONA
ZANERO TRAILS - PARCEL 11B
W CACTUS RD & N PERRYVILLE RD
STREET LIGHT PLAN

NO.	DATE	SUBMITTAL / REVISION (DESCRIPTION)
1	JAN 2017	1ST SUBMITTAL
2	JULY 2017	2ND SUBMITTAL



DRAWING NO:
SL2
OF 5

ARIZONA MELETTI SEARS
INC. 1000 PINE JURY
BLVD. SUITE 100
PHOENIX, AZ 85016
1-800-STAKE-IT
WWW.MELETTI-SEARS.COM

MATCHLINE 'C'
SEE SHEET SL4

- 41W (4800 LUMEN) LED STREET LIGHT
- STREET LIGHT PER ADJACENT PLAN SET
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

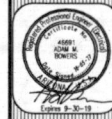
- ① 41W LED (4,800 LUMENS) LUMINAIRE (GE CAT# ERL100SE13GA DKB2 R) WITH PHOTO-ELECTRIC CONTROLS ON 30' (9.14M) BURIED POLE. (14' (4.27M) BOND TO MAST ARM (S2) PER APS DETAIL 8030.S2. (SEE SHEET SLS). INSTALL (2) #14 THIN/THIN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- ② INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THIN/THIN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.



WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480/973.5825 • FAX 480/497.5807

SURPRISE, ARIZONA
ZANJERO TRAILS - PARCEL 11B
W CACTUS RD & N PERRYVILLE RD

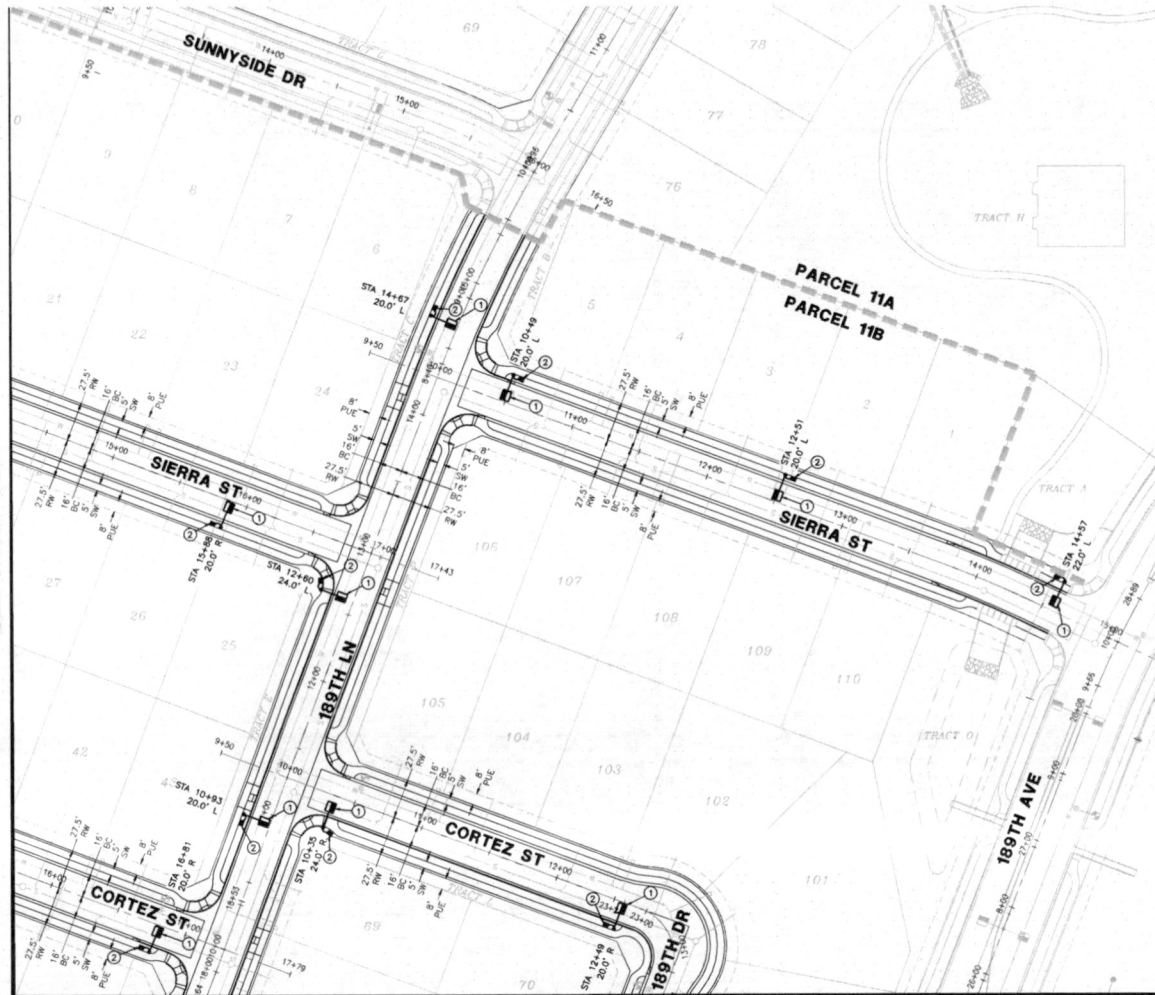
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUN 2017	1ST SUBMITTAL
2	OCT 2017	2ND SUBMITTAL



DRAWING NO:
SL3

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MATCHLINE 'C'
SEE SHEET SL3



MATCHLINE 'B'
SEE SHEET SL2

- LEGEND**
- 41W (4800 LUMEN) LED STREET LIGHT
 - STREET LIGHT PER ADJACENT PLAN SET
 - PULL BOX
 - NEW CONDUIT RUN
 - FIRE HYDRANT

CONSTRUCTION NOTES

- 41W LED (4,800 LUMEN) LUMINAIRE (SE CAT# ERL1005E130A DK82 R) WITH PHOTOELECTRIC CONTROL ON A 30'-0" DIRECT BURIED POLE (1940.30) WITH A 2" MAST ARM (S2) PER APS DETAIL 8030.S2 (SEE SHEET SL5). INSTALL (2) #14 THIN-WALL FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THIN-WALL AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.



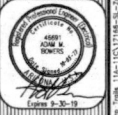
ARIZONA RELIABLE READY
DEAL RTI OF
400-283-1100
1-800-STAKE-IT
CITY OF PHOENIX

WRIGHT ENGINEERING
PROJECT NO:
17166-02
DESIGN BY: BBS
DRAWN BY: BBS
CHECKED BY: AMB

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ELECTRICAL ENGINEERING AND DESIGN
155 E. JAVIER BLVD. SUITE 100
PHOENIX, ARIZONA 85016
TEL: 480.971.5871 FAX: 480.971.5872
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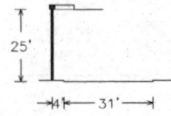
PROJECT: TITLE
**ZANERO TRAILS - PARCEL 11B
W CACTUS RD & N PERRYVILLE RD
STREET LIGHT PLAN**

NO.	DATE	SUBMITTAL / REVISION	DESCRIPTION
1	JAN 2017	1ST SUBMITTAL	
2	DEC 2017	2ND SUBMITTAL	

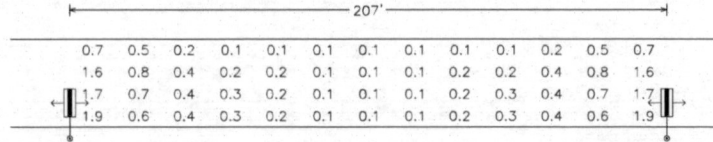


DRAWING NO:
SL4
OF 5

ROADWAY SCALEABLE LED 3000K						
LINE	CODE	EXH. NO.	APN	WATTS	VOLTS	PHOTOMETRIC CURVE
RL40		001-00047	32	12000/240/277	3.000	ERL1_04E130_120-277VIES
RL41		001-00048	41	12000/240/277	4.000	ERL1_05E130_120-277VIES
RL42	BRONZE	001-00049	88	12000/240/277	8.200	ERL1_08E130_120-277VIES
RL43		001-00050	108	12000/240/277	11.000	ERL1_11E130_120-277VIES
RL44		001-00051	182	12000/240/277	18.000	ERL1_18E130_120-277VIES

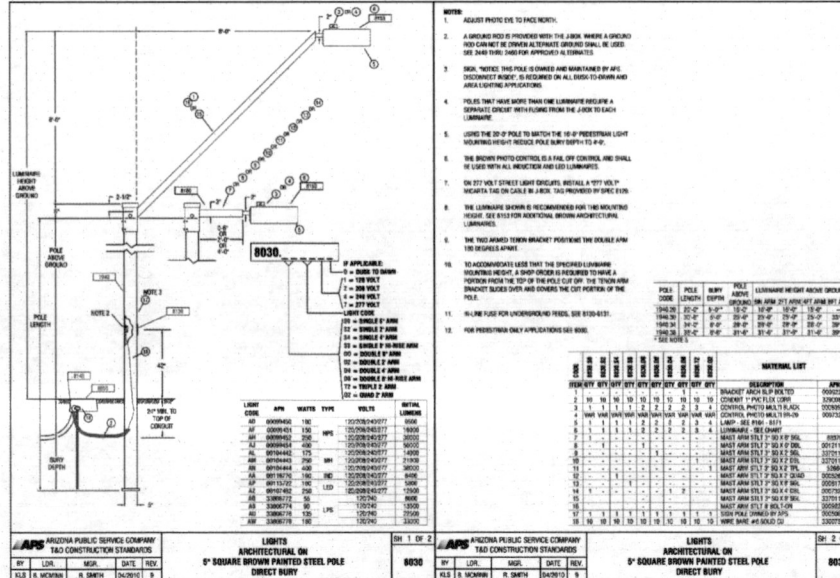


PHOTOMETRICS



41W LED 4800 LUMEN 3000K
candela file erl1_05e130-120-277v_tcm201-103950.ies
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 41
mounting height = 25 ft
number locations = 2, number luminaires = 2
kw all locations = 0.1

Roadway Grid
52 points at z=0, sp 15.923ft by 7.75ft
HORIZONTAL FOOTCANDLES
Average 0.5
Maximum 1.9
Minimum 0.1
Avg:Min 4.65
Max:Min 19.00
Coef Var 1.08
UnitGrad 3.17



WRIGHT ENGINEERING
PROJECT NO.
17166-02
DESIGN BY: BBS
DRAWN BY: BBS
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
150 E. 1st St., Suite 100
Phoenix, AZ 85001
PHONE: 602.497.1421 • FAX: 602.497.1407
www.wrightengineering.com

PROJECT: TITLE
**ZANJERO TRAILS - PARCEL 11B
W CACTUS RD & N PERRYVILLE RD**
STREET LIGHT DETAILS

NO.	DATE	SUBMITTAL/REVISION	DESCRIPTION
1	JUL 2017	1ST SUBMITTAL	
2	JUL 2017	2ND SUBMITTAL	



DRAWING NO.
SL5
OF 5



ZANJERO TRAILS PARCEL 11C STREET LIGHT DESIGN

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-1557. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN CORNER BOND WIRE (40) SHALL BE INSTALLED IN 1" CARTRIDGE LIGHTIGHT 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 LUMINAIRE 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 CAPTIVE LIGHTIGHT 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:

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA, REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY* (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

NOTES

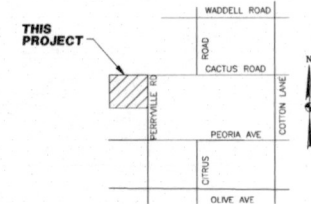
1. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPER'S STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.
2. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

LED NOTE

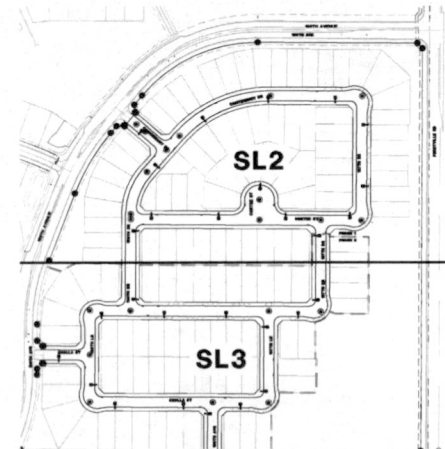
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

CIVIL ENGINEER:
HILCAP-WILSON GROUP
2141 E. HIGHLAND AVE.
SUITE 200
PHOENIX, AZ 85016
PHONE: (602) 400-0535
CONTACT: TYLER WILSON P.E.

DEVELOPER:
LAND SOLUTIONS CACTUS, LLC
4121 W. ORAIBI DRIVE
GLENDALE, AZ 85308
PHONE: (602) 841-1945
CONTACT: DAVE MAGUIRE



VICINITY MAP
N.T.S.



KEY MAP
N.T.S.

CITY OF SURPRISE ENGINEER

DATE

STREET LIGHTING (APS AREA)												
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY LIST	POLE		MAST ARM	LUMINAIRE				APS STANDARD CODE NO.
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	
①		LOCAL	PER PLANS	PHASE 1-13 PHASE 2-15	30'-6"	DIRECT BURY	2'	25'		4,800	41W	8030.52

APPROVAL DATE READY
FOR THE PROJECT
DATE: 01/11/17
BY: 01/11/17
1-800-STAKE-IT
(signature stamp)

WRIGHT ENGINEERING
PROJECT NO:
17166-03

DESIGN BY: BBS
DRAWN BY: BBS
CHECKED BY: AHB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
155 E. GAVIN AVE. SUITE 100
PHOENIX, AZ 85016
PHONE: (602) 897-5823 • FAX: (602) 897-5827
www.wrightengineering.us

PROJECT: TITLE
ZANJERO TRAILS - PARCEL 11C
W CACTUS RD & N PERRYVILLE RD
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTAL / REVISION / DESCRIPTION
1	JAN 2017	1ST SUBMITTAL
2	JUL 2017	2ND SUBMITTAL



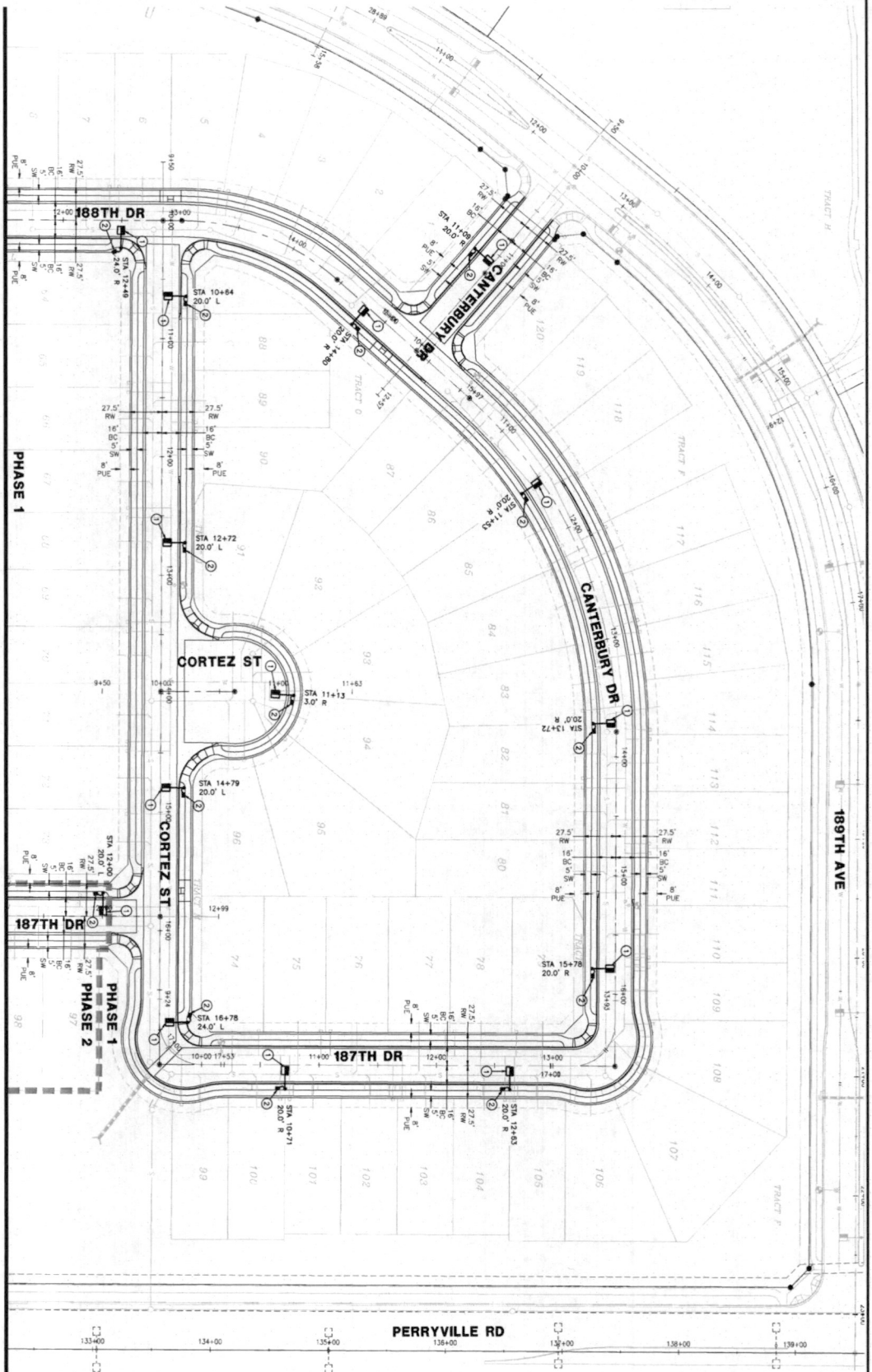
DRAWING NO:
SL1
OF 4

CONSTRUCTION NOTES

- [illegible]

PHASE 1	PHASE 2
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MATCHLINE 'A'
SEE SHEET SL3



GRAPHIC SCALE

40 20 0 20 40 80

1 INCH = 40 FEET



SL2
OF 4

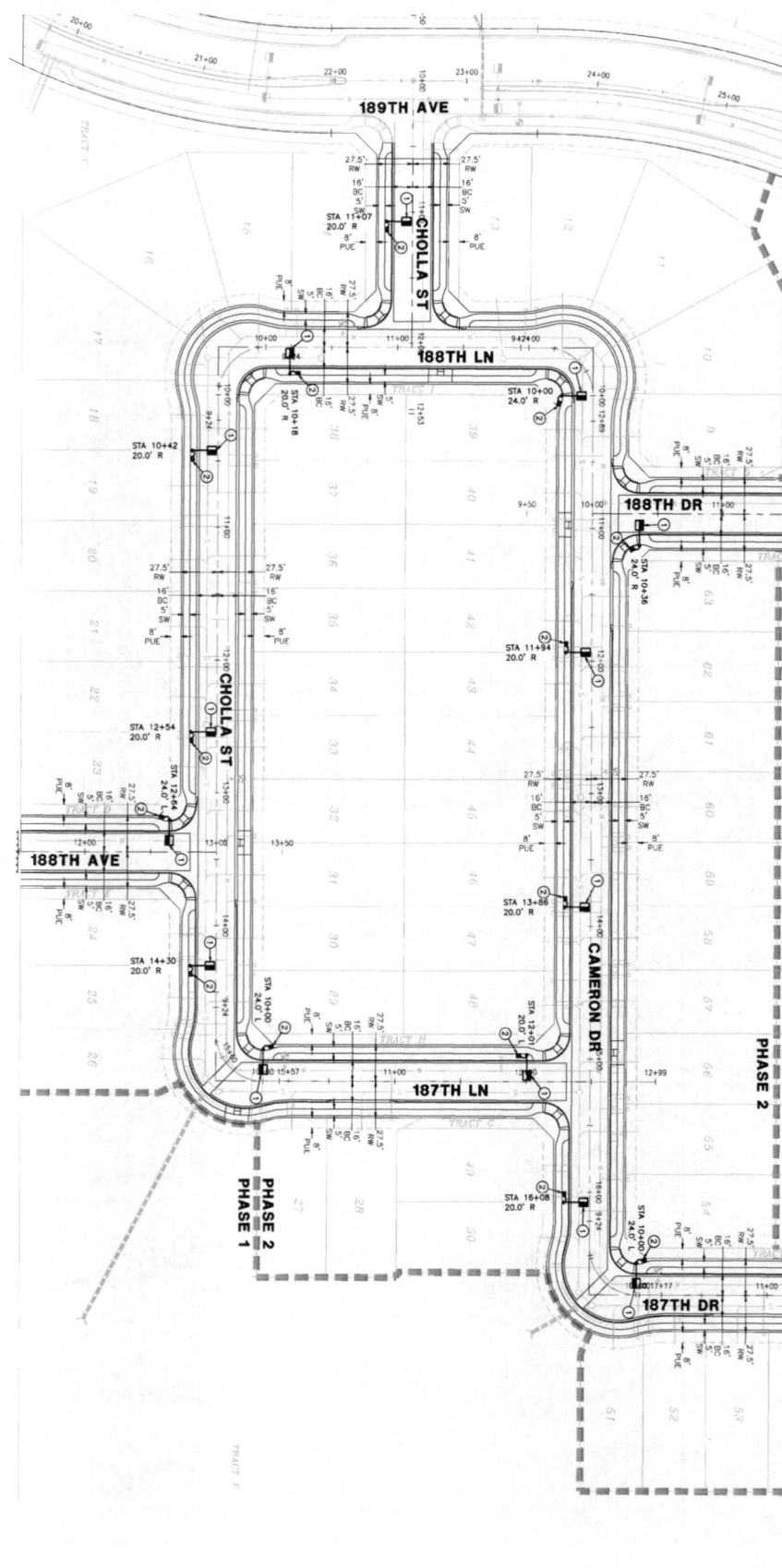
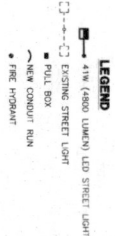
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SURPRISE, ARIZONA
ZANJERO TRAILS - PARCEL 11C
W CACTUS RD & N PERRYVILLE RD

STREET LIGHT PLAN



WRIGHT ENGINEERING
PROJECT NO:
17166-03
DESIGN BY: DBS
DRAWN BY: HRS
CHECKED BY: AMB



CONSTRUCTION NOTES

- 4" W (4000 LUMEN) LED STREET LIGHT (SEE SPECIFICATIONS FOR DETAILS) TO BE INSTALLED AT THE INTERSECTION OF 188TH AVE AND 188TH LN. THE LIGHT SHALL BE INSTALLED ON A 15' TALL PULL BOX. THE LIGHT SHALL BE INSTALLED ON A 15' TALL PULL BOX. THE LIGHT SHALL BE INSTALLED ON A 15' TALL PULL BOX. THE LIGHT SHALL BE INSTALLED ON A 15' TALL PULL BOX.
- INSTALL 4" W (4000 LUMEN) LED STREET LIGHT (SEE SPECIFICATIONS FOR DETAILS) TO BE INSTALLED AT THE INTERSECTION OF 188TH AVE AND 188TH LN. THE LIGHT SHALL BE INSTALLED ON A 15' TALL PULL BOX. THE LIGHT SHALL BE INSTALLED ON A 15' TALL PULL BOX. THE LIGHT SHALL BE INSTALLED ON A 15' TALL PULL BOX. THE LIGHT SHALL BE INSTALLED ON A 15' TALL PULL BOX.
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SL3
OF 4



NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUN 2017	1ST SUBMITTAL
2	OCT 2017	2ND SUBMITTAL

SURPRISE, ARIZONA
ZANJERO TRAILS - PARCEL 11C
W CACTUS RD & N PERRYVILLE RD
STREET LIGHT PLAN

WRIGHT
 engineering corporation
 ELECTRICAL ENGINEERING AND DESIGN
 165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
 PHONE 480.497.5425 • FAX 480.497.5807
 www.wrightengineering.us

PROJECT NO.
17166-03
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

ZANJERO TRAILS OFFSITE STREET LIGHT DESIGN

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 REGISTER 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 PHOTOCOPIAR 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 GROUNDING 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 95% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-1557. A GROUND ROD SHALL BE INSTALLED TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARPENTRY 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 PHOTOCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRE 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 CARPENTRY 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 "MAF" 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:

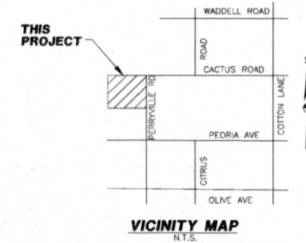
- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS 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.
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- 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, 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 623-222-7000.
- TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
- PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
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- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

NOTES

- THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 100 WATT / 9,500 LUMEN AND THE 150 WATT /16,000 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT PROPERTY OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS (TYPICALLY THE 250 WATT / 30,000 LUMEN FIXTURES) ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.
- CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

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

DEVELOPER:
LAND SOLUTIONS CACTUS, LLC
4121 W. ORAN DRIVE
GLENDALE, AZ 85309
PHONE: (602) 841-1945
CONTACT: DAVE MAGUIRE



KEY MAP
N.T.S.

CITY OF SURPRISE ENGINEER

DATE

STREET LIGHTING (APS AREA)												
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE				APS STANDARD CODE NO.
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	
①		COLLECTOR	PER PLANS	13	34'-0"	DIRECT BURY	2"	28'		(2) 4,800	(2) 41W	8030.D2
②		ARTERIAL	PER PLANS	8	38'-6"	DIRECT BURY	8"	39'-6"		11,000	108W	8040.S8

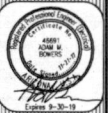
THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND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

WRIGHT ENGINEERING
PROJECT NO:
17166-04
DESIGN BY: BBBS
DRAWN BY: BBBS
CHECKED BY: AHB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
1505 E. WILSON AVE. SUITE 100
PHOENIX, AZ 85016
PHONE: (602) 490-0535 FAX: (602) 490-0535
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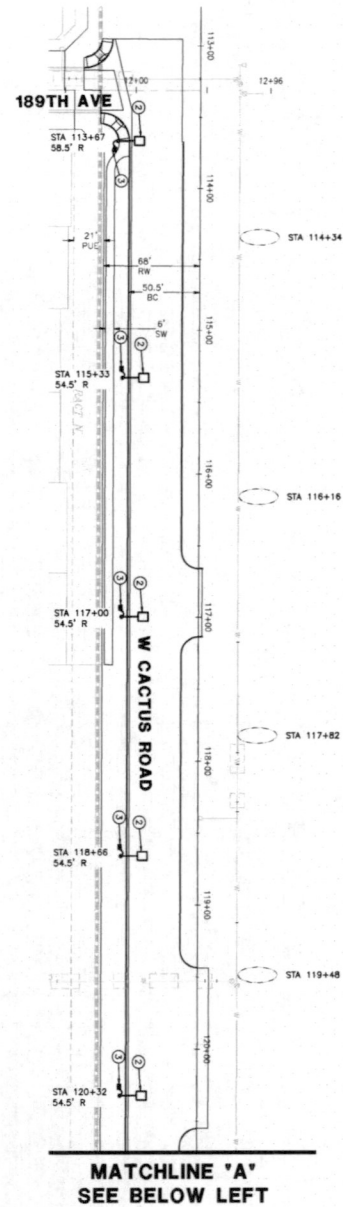
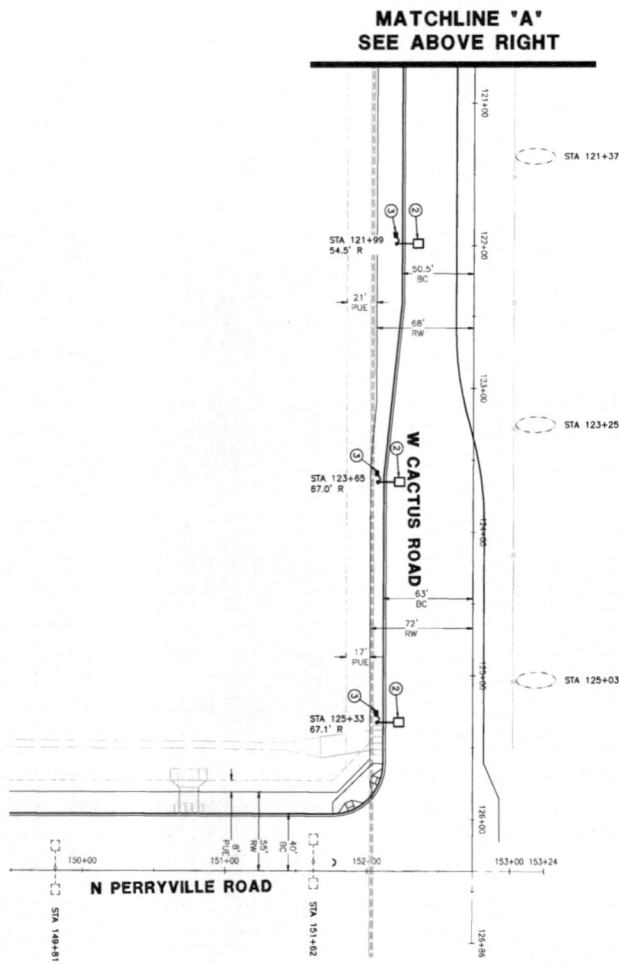
PROJECT: TITLE
SURPRISE, ARIZONA
ZANJERO TRAILS - OFFSITE
W CACTUS RD & N PERRYVILLE RD
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTAL/REVISION (DESCRIPTION)
1	JAN 2017	1ST SUBMITTAL
2	FEB 2017	2ND SUBMITTAL



DRAWING NO:
SL1
OF 5

ARIZONA STATE BOARD
OF ELECTRICAL ENGINEERS
8141 E 111 ST
480-285-1100
1-800-874-8111
www.azee.org

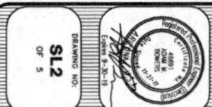
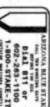


LEGEND

- (1) 41W LED (4,800 LUMEN) LED STREET LIGHT
- (2) 41W LED (4,800 LUMEN) LED STREET LIGHT
- EXISTING STREET LIGHT
- NEW CONDUIT RUN
- PULL BOX
- FREE HINGEANT

CONSTRUCTION NOTES

- (1) (2) 41W LED (4,800 LUMEN) LUMINAIRE (SEE CAT# EN10061304002502) WITH PHOTOELECTRIC CONTROLLER ON A 34'-0" STREET LIGHT POLE (140x3.5) WITH (2) #14 THIN/THIN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER AFS DETAILS AND SPECIFICATIONS.
- (3) 100W LED (11,000 LUMEN) LUMINAIRE (SEE CAT# EN10061304002502) WITH PHOTOELECTRIC CONTROLLER ON A 34'-0" STREET LIGHT POLE (140x3.5) WITH (2) #14 THIN/THIN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER AFS DETAILS AND SPECIFICATIONS.
- (4) 100W LED (11,000 LUMEN) LUMINAIRE (SEE CAT# EN10061304002502) WITH PHOTOELECTRIC CONTROLLER ON A 34'-0" STREET LIGHT POLE (140x3.5) WITH (2) #14 THIN/THIN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER AFS DETAILS AND SPECIFICATIONS.
- (5) 100W LED (11,000 LUMEN) LUMINAIRE (SEE CAT# EN10061304002502) WITH PHOTOELECTRIC CONTROLLER ON A 34'-0" STREET LIGHT POLE (140x3.5) WITH (2) #14 THIN/THIN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER AFS DETAILS AND SPECIFICATIONS.



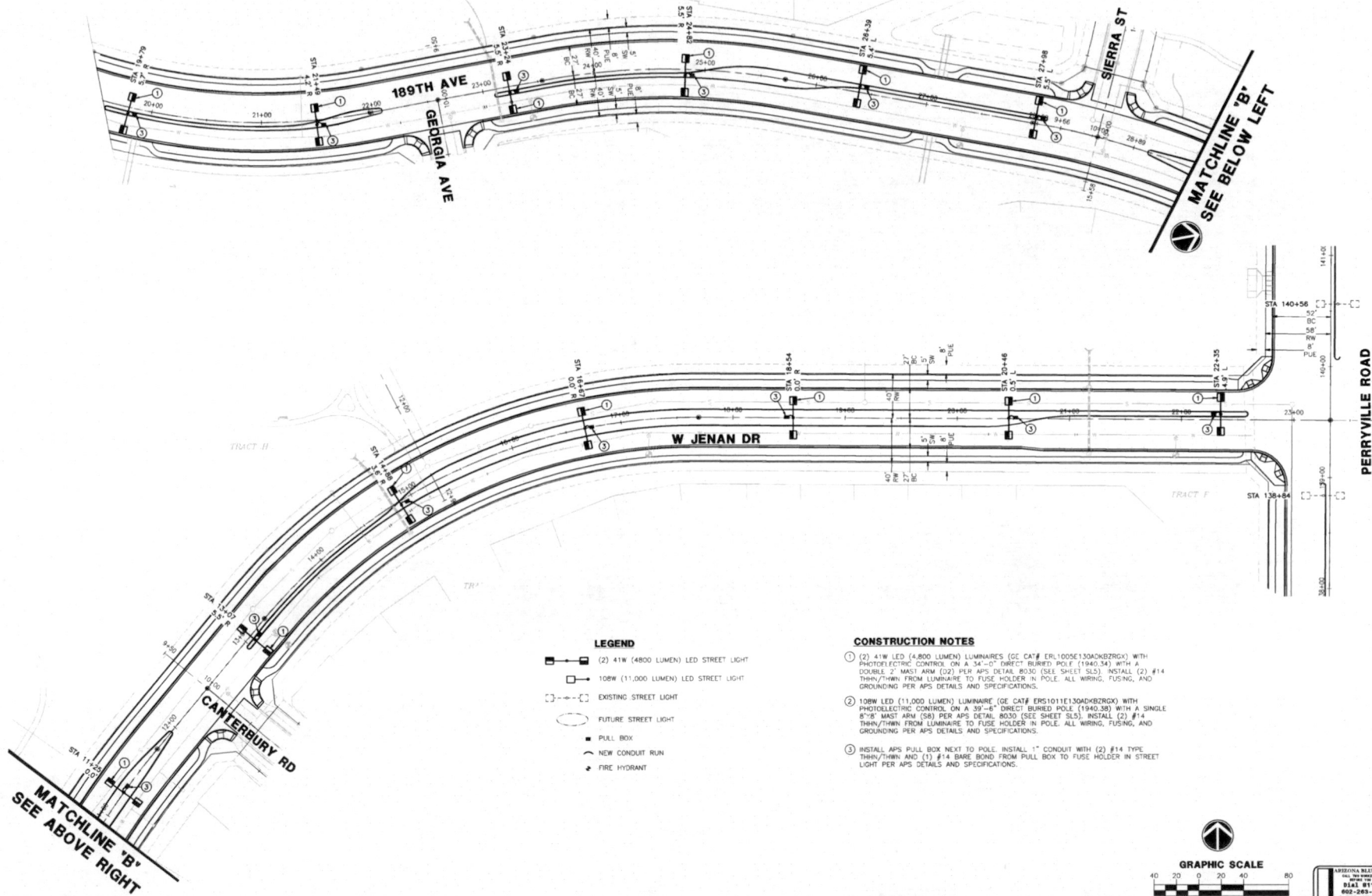
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUN 2017	1ST SUBMITTAL
2	NOV 2017	2ND SUBMITTAL

SURPRISE, ARIZONA
ZANJERO TRAILS - OFFSITE
W CACTUS RD & N PERRYVILLE RD
STREET LIGHT PLAN



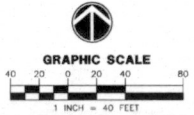
WRIGHT ENGINEERING CORPORATION
PROJECT NO. 17166-04
DESIGNED BY: BRS
CHECKED BY: BRS
DATE: 11/15/17

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR ADAPTED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.



- LEGEND**
- (2) 41W (4800 LUMEN) LED STREET LIGHT
 - 108W (11,000 LUMEN) LED STREET LIGHT
 - EXISTING STREET LIGHT
 - FUTURE STREET LIGHT
 - PULL BOX
 - NEW CONDUIT RUN
 - FIRE HYDRANT

- CONSTRUCTION NOTES**
- (2) 41W LED (4800 LUMEN) LUMINAIRE (GE CAT# ERL100SE130AKCBZRGX) WITH PHOTOELECTRIC CONTROL ON A 34'-0" DIRECT BURIED POLE (1940.34) WITH A DOUBLE 2" MAST ARM (D2) PER APS DETAIL R030 (SEE SHEET SL5). INSTALL (2) #14 THINW/THIN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
 - 108W LED (11,000 LUMEN) LUMINAIRE (GE CAT# ERS1011E130AKCBZRGX) WITH PHOTOELECTRIC CONTROL ON A 39'-6" DIRECT BURIED POLE (1940.38) WITH A SINGLE 8"-6" MAST ARM (S8) PER APS DETAIL R030 (SEE SHEET SL5). INSTALL (2) #14 THINW/THIN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
 - INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THINW/THIN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.

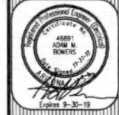


WRIGHT ENGINEERING
PROJECT NO:
17166-04
DESIGN BY: BBS
DRAWN BY: BBS
CHECKED BY: RMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
155 EAST CARLTON AVENUE, SUITE 100
DALLAS, TEXAS 75202
PHONE: 214.407.4000 FAX: 214.407.4007
WWW.WRIGHTENGINEERING.COM

PROJECT: TITLE
**ZANJERO TRAILS - OFFSITE
W CACTUS RD & N PERRYVILLE RD
STREET LIGHT PLAN**

NO.	DATE	SUBMITTAL/REVISIONS (DESCRIPTIONS)
1	JAN 2017	1ST SUBMITTAL
2	MAY 2017	2ND SUBMITTAL



DRAWING NO:
SL3
OF 5





CITY OF SURPRISE
Regular City Council Meeting

August 7, 2018 @ 6:00:00 PM

Back Print

Council Meeting Date: August 7, 2018 Contact Person: Karl Zook, Public Works Department
Submitting Department: Public Works District: 3
Staff Recommendations: None

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action for the creation of a 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 for the Zanjero Trails Parcel 11 Street Lighting Improvement District. Resolution #2018-45.

Motion:

I move to approve Resolution No. 2018-45.

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 Zanjero Trails Parcel 11 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 FY2018 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 FY2018, 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 FY2019, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2018-45](#)
 - ☐ [SLID PETITION](#)
 - ☐ [03A STREETLIGHT PLANS 11A](#)
 - ☐ [03B STREETLIGHT PLANS 11B](#)
 - ☐ [03C STREETLIGHT PLANS 11C](#)
 - ☐ [03D STREETLIGHT PLANS MOD](#)
 - ☐ [RFLS 6131](#)
-



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 4, 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
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Agenda Wording:

Consideration and action to conditionally accept the public utility improvements and commence maintenance after a two-year warranty period at Toll at Prasada Phase 1 Unit Q, generally located at West of Cotton Lane between Peoria Avenue and Cactus Road; Resolution #2022-97.

Motion:

I move to approve Resolution #2022-97.

Background:

The Public Works Department conducted the final inspection of the public improvements for Toll at Prasada Phase 1 Unit Q on or about May 18th, 2022, totaling approximately 1,138 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes wastewater lines. Roadways are private and domestic water lines are located within the Epcor water jurisdiction.

Objective Analysis:

The improvements to this property convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within Epcor water jurisdiction.

Policy Compliant:

The City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of sewer 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 \$113,289.69.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2022-97 Infrastructure Acceptance-2022- Unit Q.cao.final
 2. 02 NOC LETTER
 3. 03 Inspector Project Sign Off Form
-

RESOLUTION # 2022-97

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT TOLL AT PRASADA UNIT Q PHASE 1; GENERALLY LOCATED AT WEST OF COTTON LANE BETWEEN PEORIA AVENUE AND CACTUS ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Toll at Prasada, Unit Q-Phase 1" on, November 2, 2021;

WHEREAS, as a condition of the approval of the final plat, and in compliance with the City Code, the developer installed certain public utility improvements, including sewer lines. For purposes of this Resolution, the sewer lines are referred to as "Public Improvements";

WHEREAS, Toll Prasada, LLC the developer of Toll at Prasada Unit Q Phase 1, dedicated to the City the Public Improvements, generally located at west of Cotton Lane between Peoria Avenue and Cactus Road;

WHEREAS, on or about May 18th, 2022 the City of Surprise Public Works Department Engineering Division completed an inspection of the sewer lines described in this Resolution and found the Public 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 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

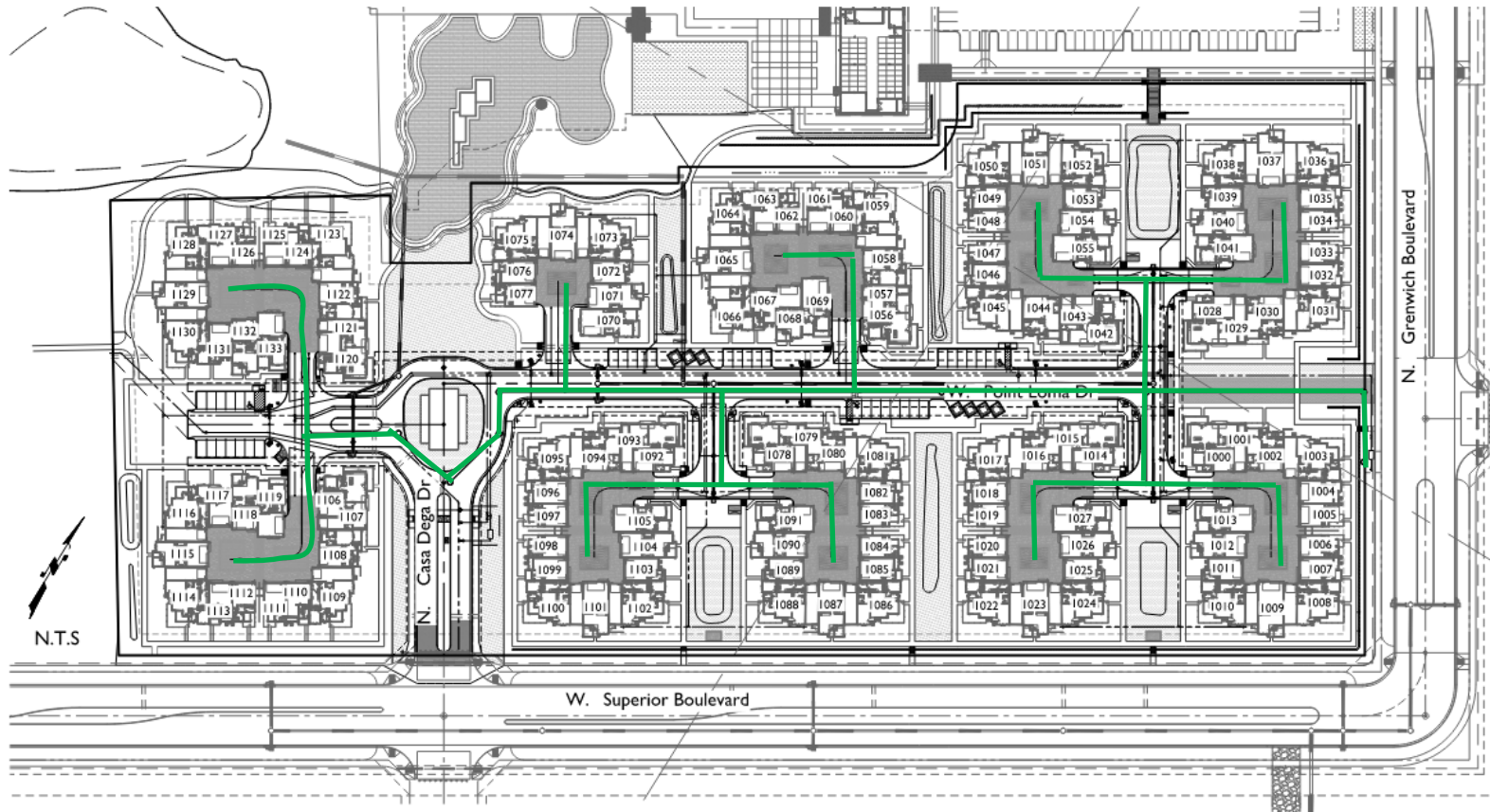
EXHIBIT A

Toll at Prasada Unit Q

INFRASTRUCTURE TO

BE ACCEPTED:

 SEWER



VICINITY MAP

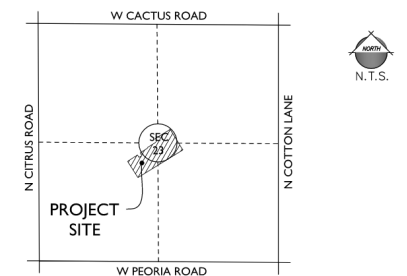


EXHIBIT B

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: 9/12/2022
Re: TOLL AT PRASADA - UNIT Q - PHASE 1

The public improvements for the above project have been completed and are tentatively scheduled for the October 18, 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 Sewer	\$113,289.69
Total	\$113,289.69

August 5, 2022

Toll Brothers
8767 E Via de Ventura #390
Scottsdale, AZ 85258

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR TOLL AT PRASADA UNIT Q
PHASE 1 – FS20-720**

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:

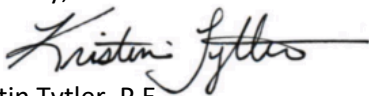
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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: 5/18/2022 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

5/3/2022 Date of Punch-List Walk 5/3/2022 Date Punch-List Completed

FS Number: FS20-720 Permit Number(s): E21P-0428,0430,0432,0433,0429,0185

Project Name: Toll At Prasada Unit Q Phase 1

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

Toll Brothers AZ Construction Company

8767 E Via De Ventura 390, Scottsdale AZ 85258

MAG TIP Reporting:

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

MATERIALS:

Asphalt:	Cal Portland	Supplier	Total Lane Miles	8683	Total Square Yards
Water:	8" PVC	Size/Type	403'	Total LF	
		Size/Type		Total LF	
Sewer:	8" PVC	Size/Type	1138'	Total LF	
		Size/Type		Total LF	
Storm:	N/A	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 ☒ Complete Geotechnical Testing Packet ☒ Sewer Pressure Testing Results ☒ Sewer Manhole Vacuum Testing Certification ☒ Sewer Manhole Insecticide Certification ☒ Sewer Videos with Operators Notes (inc. re-videos) ☐ Other _____ (Specify)	☒ AOC ☒ Asphalt Concrete Ticket w/ Name of Contractor ☐ Streetlight Energize Letter ☒ As built Documents (PDF copy on CD) ☐ Updated asbuilt CAD base files (copy on CD)
--	---

APPROVAL:

Civil Inspector: David Mobley

Date: 5/18/2022

Civil Engineering Supervisor: David Mobley

Date: 5/18/2022



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 4, 2022

Contact Person: Michael Boule, ASST
DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource
Management

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement between the Arizona Water Banking Authority and the City of Surprise for Municipal & Industrial Firming; Resolution #2022-98.

Motion:

I move to approve Resolution #2022-98.

Background:

On March 4, 2019, the Arizona Water Banking Authority (AWBA) adopted the AWBA Policy Regarding the Distribution of Long-Term Storage Credits for Firming Central Arizona Project (CAP) Municipal and Industrial Subcontractors ("M&I Firming Policy") to assist with Arizona's implementation of the Lower Basin Drought Contingency Plan. Through 2026, the AWBA will distribute Long-Term Storage Credits to meet all reductions to CAP M&I subcontractors for scheduled M&I Priority water due to shortage reductions or required Drought Contingency Plan ("DCP") Contributions. The City of Surprise is an M&I Priority subcontract holder, and is entitled to order 10,249 acre-feet annually of CAP water.

Objective Analysis:

This agreement will allow the City to accept Long-Term Storage Credits from the Arizona Water Bank in lieu of delivery of the City's full CAP entitlement from now until 2026 in the event of a shortage reduction.

Policy Compliant:

This item is policy compliant and is consistent with the 2018 Water Resource Management Policies.

Financial Impact:

If approved, the City will be responsible for paying the filing fees associated with the LTSC Credit Transfer Application (\$250.00 per water storage transfer).

Budget Impact:

The costs associated with filing fees for transfer of Long-Term Storage Credits to be paid by the City will come from the Water Portfolio Division operating budget.

FTE Impact:

This item does not impact the FTE count for the City.

ATTACHMENTS:

1. AWBA MI Firming IGA_Surprise
 2. Signature Page _Surprise
 3. Res 2022-98 AWBA MI Firming (1)
-

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA WATER BANKING AUTHORITY AND CITY OF SURPRISE FOR M&I FIRMING

This Intergovernmental Agreement ("M&I Firming IGA") is made between the Arizona Water Banking Authority, an agency of the State of Arizona ("AWBA") and City of Surprise ("Surprise"), a municipal and industrial ("M&I") subcontractor of the Central Arizona Water Conservation District ("CAWCD"). Surprise and AWBA are sometimes each referred to in this IGA as a "Party" and collectively as the "Parties."

RECITALS

- A. Surprise has the authority to receive Central Arizona Project ("CAP") M&I Priority water pursuant to Subcontract No. 07-XX-30-W0505.
- B. CAWCD's diversions from the Colorado River are subject to reductions during the Interim Period pursuant to Section 2.D of the *Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead* (73 Fed. Reg. 19873, 19886 (April 11, 2008)) ("2007 Guidelines") and pursuant to Section III.B.1 of the Lower Basin Drought Contingency Operations ("LBOPs"), Exhibit 1 to the Lower Basin Drought Contingency Plan Agreement ("LBDCP").
- C. The AWBA has accrued or acquired long-term storage credits ("Credits") that are intended to be distributed to CAWCD or to M&I subcontractors "to the extent necessary to meet the demands of M&I subcontractors during times in which CAWCD's diversions from the Colorado river have been or will be disrupted by shortages on the Colorado river or by disruptions in operation of the [CAP]," pursuant to Arizona Revised Statutes § 45-2457(B)(7).
- D. On March 4, 2019, the AWBA adopted the AWBA Policy Regarding the Distribution of Long-Term Storage Credits for Firming CAP Municipal and Industrial Subcontractors ("M&I Firming Policy") to assist with Arizona's implementation of the LBDCP. Through 2026, the AWBA will distribute Credits to meet all reductions to CAP M&I subcontractors for scheduled M&I Priority water due to shortage reductions or required Drought Contingency Plan ("DCP") Contributions. The AWBA will use the operating experience gained during this period to inform future AWBA policies on Credit distribution.
- E. M&I subcontractors may enter into a firming agreement with the AWBA to request a direct distribution of AWBA Credits for firming purposes pursuant to A.R.S. § 45-2457(B)(7).
- F. The Parties desire to enter into this M&I Firming IGA to establish an annual process to implement the direct transfer of Credits for this purpose.

DEFINITIONS

In this M&I Firming IGA, the definitions of terms set forth in Arizona Revised Statutes Title 45, in the 2007 Guidelines, in the LBDCP, and in the LBOps are hereby incorporated by reference, unless such terms are defined otherwise herein. In addition to the terms defined in context within this M&I Firming IGA, the following terms shall have the following meanings:

1. "CAP M&I Priority Water" means CAP water having municipal and industrial delivery priority.
2. "Firming" shall have the same definition as that provided in the CAP System Use Agreement, dated February 2, 2017.
3. "Firming Water" shall have the same definition as that provided in the CAP System Use Agreement dated February 2, 2017.
4. "Full Order" means the M&I subcontractor's initial CAP water delivery order that has not been modified to account for the projected reduced CAP supply.
5. "Recovered Water" means the water resulting from the recovery of Credits from wells pursuant to a valid recovery well permit issued by the Arizona Department of Water Resources ("ADWR") pursuant to A.R.S. § 45-834.01.
6. "Water Shortage" means available CAP water is insufficient to meet the Full Orders of M&I subcontractors for CAP M&I Priority Water.
7. "Water Shortage Year" means a year in which a Water Shortage is in effect.
8. "Year" means a calendar year beginning on January 1 and ending on December 31 of the same year.

AGREEMENT

NOW THEREFORE, the parties hereby agree as follows:

1. Term. This M&I Firming IGA shall commence on the date of execution by all parties and continue in full force and effect until December 31, 2026, unless it is terminated as set forth in Sections 8 or 9.
2. M&I Firming Method. The AWBA may, in each Year of this M&I Firming IGA in which there is a Water Shortage, distribute Credits for Firming CAP M&I Priority Water directly to CAP M&I subcontractors in accordance with A.R.S. § 45-2457(B)(7) and the M&I Firming Policy if requested by Surprise. This M&I Firming IGA does not obligate the AWBA to offer any Credits for direct distribution in any Year; nor does it obligate Surprise to accept any Credits through direct distribution in any Year. Surprise may request delivery of Firming Water from CAWCD in lieu of a direct distribution of Credits.

3. Firming Proposal

- 3.1. The AWBA shall evaluate the potential for a future Water Shortage in coordination with the Bureau of Reclamation (“BOR”), the CAWCD, and ADWR.
- 3.2. If BOR’s April five-year probabilistic projections indicate a greater than fifteen percent probability of a Water Shortage in the third Year, the Parties shall begin consultations on the potential for Firming and the anticipated Firming method(s) that will be used (i.e., request for Firming Water and/or direct distribution of AWBA Credits). See Exhibit A, attached hereto and incorporated herein, for a graphical representation of activities occurring during this time period.
- 3.3. If the BOR’s April 24-Month Study “Minimum Probable” forecast reflects a Water Shortage in the second Year, the Parties will assume the following activities, as further described in Exhibit A:
 - a) Within three (3) months following the April 24-Month Study, the Parties, in consultation with CAWCD, shall estimate the volume of CAP M&I Priority Water the AWBA shall firm for the potential Water Shortage Year. Surprise shall indicate the estimated number of Credits intended to be requested for direct distribution and/or the estimated volume of Firming Water to be delivered through the CAP.
 - b) If Surprise proposes to receive Credits directly from the AWBA, the Parties shall begin development of a “Firming Proposal,” including the estimated number of Credits for direct distribution from the AWBA, whether Surprise intends to recover the Credits during the Water Shortage Year, the estimated volume of Firming Water to be delivered through the CAP (if applicable), and the participation of any delivery partners, as described in Section 4 of this M&I Firming IGA. Surprise may also identify preferred storage locations of Credits to be provided to subcontractor for AWBA consideration.
 - c) In the month of December following the activities described in Section 3.3.a, the AWBA shall report to its governing body the Firming Proposal, including the estimated number of Credits identified for direct distribution by the AWBA.
- 3.4. If BOR’s April 24-Month Study “Most Probable” forecast reflects a Water Shortage in the following Year, the Parties shall confirm the Firming Proposal according to the following schedule (See Exhibit A, for activities occurring during this time period):
 - a) By May 1 of the Year prior to a projected Water Shortage Year, the AWBA shall provide an estimate of the volume of CAP water likely

to be available to Surprise. This estimate shall be developed in consultation with CAWCD, BOR and ADWR, but does not constitute a determination by the United States or CAWCD.

- b) By May 15 of the Year prior to a projected Water Shortage Year, Surprise shall provide an estimate of the number of Credits for direct distribution and the estimated volume of Firming Water for delivery through the CAP in the projected Water Shortage Year. The Firming Proposal shall be revised accordingly.
- c) If the Firming Proposal includes the direct distribution of Credits to Surprise, the AWBA shall identify the location(s) of Credits for direct distribution to Surprise no later than August 1.
- d) By September 1, the Parties shall confirm in writing the estimated volume of CAP M&I Priority Water the AWBA shall firm based on water availability estimates provided by CAWCD in response to the findings of the BOR's August 24-Month Study ("Firming Plan").
- e) The AWBA shall incorporate as a component of its preliminary draft annual plan of operation ("APO") that is adopted pursuant to A.R.S. § 45-2456 the Firming Plan that will be implemented in the Water Shortage Year.
- f) The AWBA shall provide its preliminary APO to Surprise at the same time it provides its preliminary APO to the public for comment.
- g) By October 1, or such date as required by CAWCD, of that same Year, Surprise shall submit its Full Order for CAP Water to CAWCD for the following Year and include in its submittal the confirmed Firming method(s) identified in the Firming Plan.
- h) The AWBA shall include in its final APO the final volume of CAP M&I Priority Water the AWBA shall firm based on Surprise's Full Order submitted to CAWCD, the Firming Plan, and CAWCD's final accounting of M&I Priority supplies available for the Water Shortage Year.

4. Credit Distribution

- 4.1. The AWBA shall distribute Credits to Surprise for Firming in a Water Shortage Year pursuant to the Firming Plan and in accordance with State regulations and policies.
- 4.2. In determining the Credits that shall be distributed for a Water Shortage Year, the AWBA will take into consideration Surprise's location, recovery partnership agreements, recharge facilities where the Surprise has stored

water, annual operational issues/needs, and any other relevant concerns, including provisions in this M&I Firming IGA that may be applicable.

4.3. By accepting AWBA Credits in lieu of a Firming Water delivery from CAP, Surprise agrees that:

- a) The Credits received satisfy the Firming Plan for that Water Shortage Year, and
- b) The Credits received shall not be sold, and
- c) Surprise is responsible for all costs associated with the recovery of those Credits.

4.4. The AWBA shall distribute Credits as follows:

- a) Credits shall be assigned using ADWR's procedures for assigning Credits in effect at the time of the assignment.
- b) The AWBA may distribute Credits through the course of the Year with preference given to Credits that will be recovered by Surprise during the Water Shortage Year.
- c) The AWBA shall assign Credits in accordance with the Firming Plan for that Water Shortage Year. The Parties shall coordinate regarding completion and submittal to ADWR of any forms necessary for assignment of Credits.
- d) Surprise shall pay any administrative fees established by ADWR to effectuate the assignment of AWBA Credits to Surprise's Long-Term Storage Credit Account.
- e) All Credits to be distributed directly to Surprise pursuant to the Firming Plan shall be assigned by December 31 of the Water Shortage Year.

5. Amendments to a Firming Plan

5.1. Surprise and AWBA shall amend the Firming Plan included in the APO during a Water Shortage Year if any of the following apply:

- a) There are substantive changes to the volume of the Water Shortage as applicable to Surprise that affect the Firming Plan included in the APO.
- b) The Firming Plan included in the APO cannot be implemented as anticipated during the Water Shortage Year.

- 5.2. Any amendments to the Firming Plan included in the AWBA's APO resulting from Section 5.1 shall be through mutual agreement between Surprise and the AWBA.
- 5.3. If necessary, the AWBA shall amend its APO for the Year to identify any substantive changes to the Firming Plan.
6. Water Quality. The AWBA does not warrant the quality of Recovered Water from Credits distributed by the AWBA pursuant to this M&I Firming IGA and the AWBA is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of any Recovered Water by Surprise. Surprise assumes all responsibility for meeting applicable water quality standards established by federal, state or local authorities. Surprise waives its rights to make a claim against the AWBA for the quality of Surprise's Recovered Water.
7. Default. Unless otherwise provided, the failure of either Party to perform any material term, covenant, or condition of this M&I Firming IGA results in default of that Party if that failure continues for thirty days following the receipt of written notice from the other Party.
8. Remedies. If an event of default occurs, the non-defaulting Party may immediately terminate this M&I Firming IGA by written notice to the defaulting Party and/or may pursue specific performance.
9. Termination of Contract. In addition to other rights set forth elsewhere in this M&I Firming IGA, each Party reserves the right to terminate this M&I Firming IGA, without cause, effective thirty (30) calendar days after receipt of written notice of termination to the other Party. If this M&I Firming IGA is terminated during a Shortage Year, such termination shall not terminate any commitments, obligations or benefits of either Party for the current Shortage Year.
10. Miscellaneous Provisions.
 - 10.1. Interpretation. This M&I Firming IGA is governed by and must be construed and interpreted in accordance with and in reference to the laws of the State of Arizona.
 - 10.2. No Third-Party Beneficiaries. This M&I Firming IGA is solely for the benefit of the Parties and does not create, nor shall it be construed to create, rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this M&I Firming IGA.
 - 10.3. Conflict of Interest. This agreement is subject to cancellation by any Party pursuant to A.R.S. § 38-511 if any person significantly involved in the agreement on behalf of the State of Arizona or the Water Bank is an employee or consultant of the Surprise at any time while the agreement or any extension of the agreement is in effect.

- 10.4. Permits. The Parties shall obtain and maintain all licenses, permits and authority necessary to perform their obligations pursuant to this M&I Firming IGA, and shall comply with all applicable state, federal and local laws, including but not limited to those regarding employment insurance, disability insurance and worker's compensation. This M&I Firming IGA does not relieve either party from any obligation or responsibility imposed upon it by law.
- 10.5. No Employment. Neither Party shall be considered an officer, employee or agent of the other. No monitoring or supervisory responsibility over the other Party's activities arises as a result of, or pursuant to, this M&I Firming IGA other than as expressly provided herein.
- 10.6. Severability. The provisions of this M&I Firming IGA are severable to the extent that if any provision is held unenforceable under applicable law, the remaining provisions of the M&I Firming IGA shall remain in effect.
- 10.7. No Indemnification. Each Party to this M&I Firming IGA is independently responsible in the event of its own negligence. Neither Party agrees to indemnify the other Party.
- 10.8. Resolution of Disputes. The Parties shall attempt to resolve all claims, disputes, controversies, or other matters in question between the Parties arising out of, or relating to, this M&I Firming IGA ("Dispute") promptly, equitably, and in a good faith manner. Any Dispute arising out of this M&I Firming IGA is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518.
- 10.9. Amendments. This M&I Firming IGA may be modified, amended, or revoked only by the express written agreement of the Parties.
- 10.10. Entire Agreement. This M&I Firming IGA constitutes the entire agreement between the Parties as to the subject matter described herein and no understandings or obligations not expressly set forth in this M&I Firming IGA are binding upon the Parties. Nothing in this M&I Firming IGA shall amend or otherwise modify any other existing written contracts between or amongst the Parties.
- 10.11. Waiver. No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving party. A waiver by any Party of any right or remedy hereunder shall not be construed as a waiver of any other right or remedy, whether pursuant to the same or a different term, condition or covenant.
- 10.12. Captions. All captions, titles, or headings in this M&I Firming IGA are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this M&I Firming IGA.

10.13. Rules, Regulations and Amendment or Successor Statutes. All references in this M&I Firming IGA to the Arizona Revised Statutes include all rules and regulations promulgated by ADWR under such statutes and all amendment statutes and successor statutes, rules, and regulations to such statutes, rules, and regulations existing as of the date of this M&I Firming IGA.

10.14. Notices. Any notice, demand, or request authorized or required by this M&I Firming IGA shall be in writing and shall be deemed to have been duly delivered by email to a valid email address designated by the Parties, or if mailed, first-class or delivered, to the following address:

For the AWBA:	Virginia O'Connell Arizona Water Banking Authority 1802 W Jackson St. Box #79 Phoenix, Arizona 85007 voconnell@azwater.gov
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For Surprise:	City of Surprise Attn: Michael Boule 16000 N Civic Center Plaza Surprise, Arizona 85379 Michael.Boule@surpriseaz.gov
---------------	--

The designation of the address or addressee, including email addresses, may be changed by notice given as provided in this Section.

Notice is deemed to have been given on the date on which notice is personally delivered, delivered to an overnight delivery service, mailed, or emailed. Notice is deemed to have been received on the date on which the notice is actually received, or delivery is refused.

10.15. Equal Opportunity. The Parties shall comply with State Executive Order No. 75-5, as amended by State Executive Order No. 2009-9, and all other applicable Federal and State laws, rules and regulations relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

10.16. Records and Inspections. All books, accounts, reports, files and other records in relation to this M&I Firming IGA shall be subject at all reasonable times to inspection and audit by the Parties throughout the term of this M&I Firming IGA and for a period of five years after the completion of this M&I Firming IGA. Upon request, a Party must produce the original of any or all such records for inspection.

10.17. Uncontrollable Forces. No Party will be considered to be in default in the performance of any of its obligations hereunder (other than obligations to make payments) when a failure of performance is due to Uncontrollable Forces. The term "Uncontrollable Forces" shall mean any cause beyond

the control of the Party unable to perform such obligation, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, pandemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, terrorism, or restraint by court order or public authority, and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Drought is not an Uncontrollable Force for the purposes of this M&I Firming IGA. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved.

10.18. This M&I Firming IGA may be executed in counterparts, each of which shall be an original and all of which, together, shall constitute only one M&I Firming IGA.

IN WITNESS WHEREOF, both Surprise and the AWBA have executed this M&I Firming IGA.

[Signature pages follow]

ARIZONA WATER BANKING AUTHORITY

By: _____

Thomas Buschatzke, Chair

Date: _____

Attest:

By: _____

Alexandra Arboleda, Secretary

Date: _____

Approved as to Form:

By: _____

[Name], Counsel

Date: _____

CITY OF SURPRISE

By: _____

Name, Title

Date: _____

Attest:

By: _____

Name, Title

Date: _____

Approved as to Form:

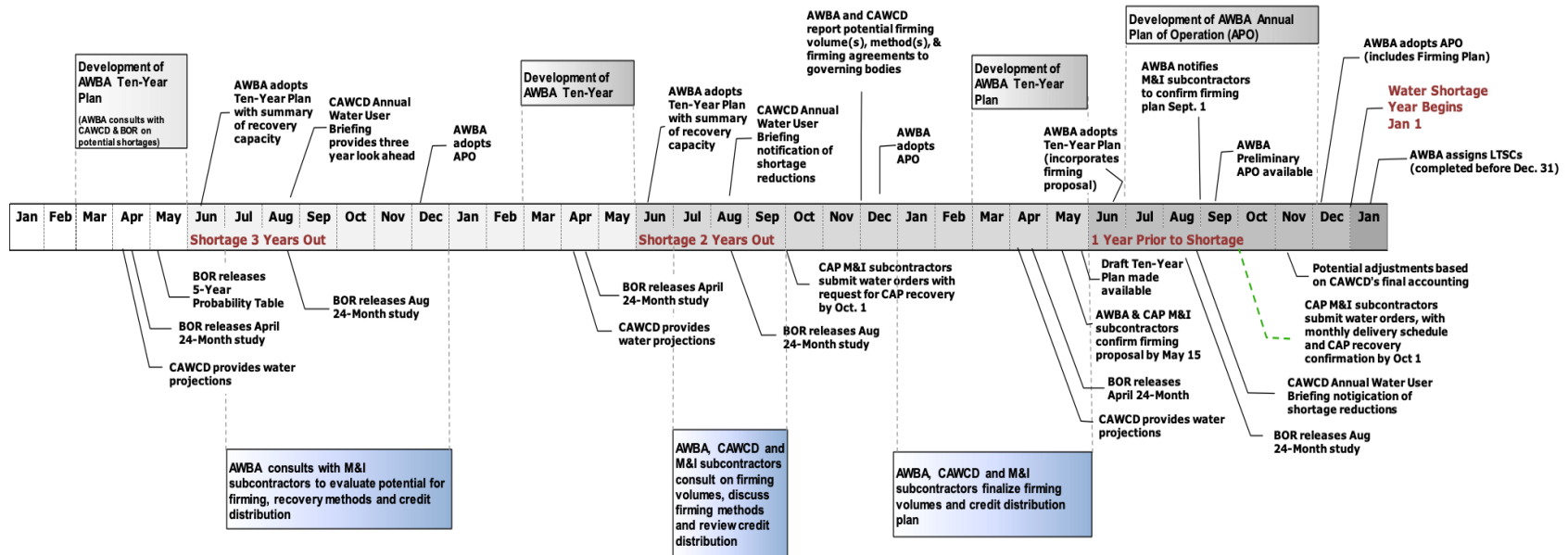
By: _____

[Name], Counsel

Date: _____

Exhibit A

CAP M&I Firing Timeline



CITY OF SURPRISE

By: _____

Name, Title

Date: _____

Attest:

By: _____

Name, Title

Date: _____

Approved as to Form:

By: _____

[Name], Counsel

Date: _____

RESOLUTION # 2022-98

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE “INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA WATER BANKING AUTHORITY AND SURPRISE FOR MUNICIPAL AND INDUSTRIAL FIRING.”

WHEREAS, pursuant to A.R.S. § 11-951 et seq., the City of Surprise is authorized to enter into this Agreement with the Arizona Water Banking Authority (AWBA) for the purposes set forth herein;

WHEREAS, Surprise has the authority to receive Central Arizona Project Municipal and Industrial (M&I) Priority water pursuant to Subcontract No. 07-XX-30-W0505;

WHEREAS, the Colorado River diversions are subject to reductions during the Interim Period pursuant to Section 2.D of the Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead (73 Fed. Reg. 19873, 19886 (April 11, 2008)) (“2007 Guidelines”), and pursuant to Section III.B.1 of the Lower Basin Drought Contingency Operations (“LBOps”), Exhibit 1 to the Lower Basin Drought Contingency Plan Agreement (“LBDCP”);

WHEREAS, The AWBA has accrued or acquired long-term storage credits (“Credits”) that are intended to be distributed to the Central Arizona Water Conservation District (CAWCD) or to M&I subcontractors “to the extent necessary to meet the demands of M&I subcontractors during times in which CAWCD’s diversions from the Colorado river have been or will be disrupted by shortages on the Colorado river or by disruptions in operation of the [CAP],” pursuant to Arizona Revised Statutes § 45-2457(B)(7);

WHEREAS, On March 4, 2019, the AWBA adopted the AWBA Policy Regarding the Distribution of Long-Term Storage Credits for Firing CAP Municipal and Industrial Subcontractors (“M&I Firing Policy”) to assist with Arizona’s implementation of the LBDCP. Through 2026, the AWBA will distribute Credits to meet all reductions to CAP M&I subcontractors for scheduled M&I Priority water due to shortage reductions or required Drought Contingency Plan (“DCP”) Contributions;

WHEREAS, M&I subcontractors may enter into a firing agreement with the AWBA to request a direct distribution of AWBA Credits for firing purposes pursuant to A.R.S. § 45-2457(B)(7);

WHEREAS, Surprise desires to enter into this M&I Firing intergovernmental agreement (IGA) to establish an annual process to implement the direct transfer of Credits for the purpose of firing M&I subcontract volumes during times of shortage.

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

Section 1. The Mayor and Council hereby approve the Intergovernmental Agreement between the Arizona Water Banking Authority and the City of Surprise for M&I Farming.

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

Intergovernmental Agreement between the Arizona Water Banking Authority and the
City of Surprise for M&I Firming.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 4, 2022 Contact Person: Leslie Carnie
Submitting Department: Community Development District: Citywide
Staff Recommendations:

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

Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to add "Smoking Lounge" as a permitted land use and establishing development standards; Case FS22-0695; Ordinance #2022-21.

Motion:

I move to approve Ordinance #2022-21.

Background:

Recent inquiries into permitting "Smoking Lounges" in the City of Surprise have encouraged staff to amend the LDO and add this land use to the Primary Land Use Matrix to clarify zoning and development requirements.

Objective Analysis:

The proposed zoning text amendment, if approved, will permit the "Smoking Lounge" use, by right in the commercial districts and require a CUP if the establishment requires a liquor license. The use would be added to the Primary Land Use Matrix for all Zoning Districts and would define Smoking Lounge in the Glossary of Terms of the LDO. To provide consistency in the city requirements for smoking lounges, a list of the use specific development standards would be added to Chapter 106 of the LDO.

Policy Compliant:

This Zoning Text Amendment is consistent with, and will help implement, the Surprise General Plan 2035.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 – FS22-0695 LDO ZTA for Smoking Lounges – Staff Report
 2. 01 - FS22-0695 LDO ZTA Smoking Lounges -ZTA Legislative Edit
 3. 02 - FS22-0695 LDO ZTA for Smoking Lounges - Narrative
 4. 03 – FS22-0695 ZTA for LDO for Smoking Lounge – Citizen Participation
 5. 04- FS22-0695 Affidavit of Publications- Legal Ad
 6. 05 - FS22-0695 LDO ZTA for Smoking Lounges - Ordinance
 7. FS22-0695 LDO ZTA Smoking Lounges- CC presentation
-

ZONING TEXT AMENDMENT

REPORT TO CITY COUNCIL

Case: FS22-0695

Project Name: Zoning Text Amendment for Smoking Lounges

Council District: Citywide

Meeting Date: **October 04, 2022**

Planner: Leslie Carnie

Applicant: City of Surprise

Request: Zoning Text Amendment to the Surprise Land Development Ordinances (LDO) to add the definition, land use, and development standards of smoking lounges.

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

Support/Opposition: Members of the community who participated in the outreach did not oppose the amendment but did express concerns.

Commission

Recommendation: **Approval** of Case# FS22-0695

PROJECT DESCRIPTION:

The City has initiated this Zoning Text Amendment (ZTA) to the LDO in an effort to define the Smoking Lounge use, add the use to the Land Use Matrix, and create use-specific development standards.

BACKGROUND:

Recent inquiries into developing smoking lounges in the City of Surprise have encouraged staff to amend the LDO and add this use to clarify zoning and development requirements.

ANALYSIS AND DISCUSSION:

Recent developer inquiries regarding the current zoning requirements and development standards for smoking lounges prompted staff to initiate a Zoning Text Amendment to the LDO to add the Smoking Lounge definition, zoning, and use specific development standards. As part of the research for this amendment, staff reviewed the zoning designations that permit the smoking lounges in peer

cities. In all cases, smoking lounges were permitted by right in commercial zoning districts. In most cases, a Conditional Use Permit (CUP) is required if the establishment is serving alcohol.

The following are examples of the Smoking Lounge zoning requirements in neighboring cities:

City	Smoking Lounge Use
Scottsdale	By Right in Commercial Zoning Districts CUP if requiring Liquor License
Peoria	By Right in Commercial and Business Park Zoning Districts CUP if requiring Liquor License
Glendale	By Right in Commercial Zoning Districts

This zoning text amendment would permit the Smoking Lounge use, by right, in the commercial zoning districts and require a CUP if the establishment requires a liquor license. The use would be added to Table No. 106-1c, the Primary Land Use Matrix for All Zoning Districts. The amendment would also define Smoking Lounge in the Glossary of terms in Sec. 101-2.2 of the LDO. To provide consistency in the city requirements for smoking lounges, a list of use specific development standards would be added to Chapter 106 of the LDO.

The first draft of this ordinance required a minimum age of 18 to enter a Smoking Lounge establishment based on Arizona State Statute. Planning and Zoning Commission expressed concern that the Federal minimum age requirement to purchase tobacco is 21. After consulting Legal it was recommended that the minimum age to enter a Smoking Lounge be revised to 21 years of age.

The necessary revisions to the LDO to achieve these changes are outlined below:

Smoking Lounge – Definition

Chapter 101 - ADMINISTRATIVE PROVISIONS

ARTICLE II. - RULES OF INTERPRETATION AND GLOSSARY OF TERMS

Sec. 101-2.2. - Glossary of terms.

Small subdivision. The division of land within the city which results in improved or unimproved land or lands for the purpose of financing, sale, or lease, whether immediate or future, consisting of four (4) to ten (10) *lots*, tracts, or *parcels* of land with all *lots* complying with the size requirements of the *zoning district* within which they are located.

Smoking lounge. A business establishment that is dedicated, in whole or part, to the smoking of any lighted tobacco product, including cigars, cigarettes, pipe tobacco, and any other lighted tobacco product, including but not limited to, establishments commonly referred to as cigar lounges, hookah cafes, tobacco clubs, or tobacco bars. Smoking lounges may include the sale of

tobacco in compliance with applicable federal and Arizona law. The smoking of Cannabis is prohibited per Sec. 34-303.

Stable. A lot or buildings, corrals, pens and other ancillary features uses that may also include boarding of horses and limited livestock, breeding or training programs, or arenas; private stables are for use of the owner or occupant of the lot and commercial stables are where horses are kept for remuneration, hire or sale.

Smoking lounges - Supplemental development standards.

Chapter 106 - ZONING AND USE STANDARDS

ARTICLE X. - USE SPECIFIC STANDARDS

Sec. 106-10.42. – Smoking lounges.

- a) A smoking lounge is as defined in Sec. 101-2.2.
- b) Non-alcoholic beverages may be served on the premises; however, alcoholic beverages shall not be sold or consumed on the premises, except when a Conditional Use Permit is issued and in conjunction with the issuance of a Liquor License.
- c) No persons under 21 years of age shall be permitted within the business.
- d) All business related activities shall be conducted on the premises of the business.
- e) Indoor Operations. All business-related activities shall be conducted wholly within a building.
- f) No window coverings, including window tints, shall prevent visibility of the interior of the tenant space from outside the premises during operating hours.
- g) The interior of the business shall be maintained with adequate illumination to make the conduct of patrons within the premises readily discernable to persons of normal visual acuity.
- h) Adequate ventilation shall be provided for the heating of coals in accordance with all requirements imposed by the city Fire Department, or as otherwise required by state or federal laws.
- i) The ventilation and filtration system shall also assure that smoke from the smoking lounge is incapable of migrating into any other portion of the building hosting the smoking lounge or into any other building in the vicinity of the smoking lounge.
- j) Loitering. The smoking lounge owner or operator shall prohibit loitering by persons outside the smoking lounge either on the premises or within fifty (50) feet of the premises.
- k) The business shall also be in conformity with all other city, state and federal laws.

Sec. 106-10.43. – Special events and seasonal activities.

Sec. 106-10.44. - Sport courts.

Sec. 106-10.45. - Swimming pools.

Sec. 106-10.46. - Tattoo and/or body piercing establishment.

Sec. 106-10.47. - Truck stop/travel plaza.

Sec. 106-10.48. - Vehicle fueling stations.

Table No. 106-1C—Primary Land Use Matrix for All Zoning Districts																								
"P" = Permitted; "AUP" = Administrative Use Permit; "CUP" = Council Use Permit; "(blank space)" = Prohibited																								
	Residential				Surprise Heritage District		Traditional Neighborhood Development				Mixed Use			Commercial			Employment			Open Space/Public Uses			Use Specific Standards	
Zoning Districts																						Specific regulation can be found in sections listed below		
Uses	RR	R-1	R-2	R-3	SHD-RO	SHD-CO	TND-R	TND-C	TND-MU	TND-OS	MU-1	MU-2	MU-3	CO	C-1	C-2	C-3	BP	I-1	I-2	I-3		OS-1	OS-2
Self-storage facility						CUP										CUP	CUP	CUP	CUP	CUP				Sec. 106-10.40
Service call establishment					AUP	P	AUP	P	P		P	P	P	P	P	P	P	P	P	P				
Sexually oriented business																				CUP	CUP			Sec. 106-10.41
Smoking Lounge															P	P	P							Sec. 106-10.42
Smoking Lounge— with Liquor License															CUP	CUP	CUP							Sec. 106-10.42
Shooting range— indoor only																	P		P	P				
Showroom/ sales office						P		P	P		P	P	P	P	P	P	P	P	P					
State and county vehicle inspection station						P										P	P		P	P			P	
Tattoo and body piercing																CUP	P							Sec. 106-10.45
Technology/ business incubator space						P												P	P					
Utility equipment infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P
Utility service yard	CUP																	P					P	

CITIZEN PARTICIPATION:

A community outreach meeting was held at City Hall on June 22, 2022 at 6 p.m. with virtual attendance available via WebEx. There were four members of the public in attendance, three in person and one virtually on WebEx. The participants did not oppose the amendment but did have concerns that smoke from these establishments would reach adjacent properties. There were also questions as to why the amendment was even needed in the first place and how this ordinance would be enforced.

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The subject request is consistent with the Surprise General Plan 2035.

SUMMARY:

The proposed Zoning Text Amendment to the LDO will provide a definition for the Smoking Lounges, add the use to our Land Use Matrix, and create use-specific development standards.

135 **COMMISSION RECOMMENDATION:**

136

137 Based on the findings noted above, the Commission voted to recommend **approval** of case **FS22-**
138 **0695** to Mayor and City Council.

139

140

141 **Attachments:**

142 00 Staff Report

143 01 ZTA Legislative Edit

144 02 Narrative

145 03 Citizen Participation Report

146 05 Ordinance 2022-21

147 04 Legal Ad

148 PPT

Table No. 106-1c—Primary Land Use Matrix for All Zoning Districts "P" = Permitted; "AUP" = Administrative Use Permit; "CUP" = Council Use Permit; "(blank space)" = Prohibited																									
	Residential				Surprise Heritage District		Traditional Neighborhood Development				Mixed Use			Commercial				Employment				Open Space/Public Uses			Use Specific Standards
Zoning Districts																									Specific regulations can be found in sections listed below
Uses	RR	R-1	R-2	R-3	SHD-RO	SHD-CO	TND-R	TND-C	TND-MU	TND-OS	MU-1	MU-2	MU-3	CO	C-1	C-2	C-3	BP	I-1	I-2	I-3	OS-1	OS-2	PF	
Self-storage facility						CUP										CUP	CUP	CUP	CUP	CUP					Sec. 106-10.40
Service call establishment					AUP	P	AUP	P	P		P	P	P	P	P	P	P	P	P	P					
Sexually oriented business																				CUP	CUP				Sec. 106-10.41
Smoking Lounge															P	P	P								Sec. 106-10.42
Smoking Lounge— with Liquor License															CUP	CUP	CUP								Sec. 106-10.42
Shooting range— indoor only																	P		P	P					
Showroom/ sales office						P		P	P		P	P	P	P	P	P	P	P	P						
State and county vehicle inspection station						P										P	P		P	P				P	
Tattoo and body piercing																CUP	P								Sec. 106-10.45

Smoking Lounge – Definition

Chapter 101 - ADMINISTRATIVE PROVISIONS

ARTICLE II. - RULES OF INTERPRETATION AND GLOSSARY OF TERMS

Sec. 101-2.2. - Glossary of terms.

Small subdivision. The division of land within the city which results in improved or unimproved land or lands for the purpose of financing, sale, or lease, whether immediate or future, consisting of four (4) to ten (10) *lots*, tracts, or *parcels* of land with all *lots* complying with the size requirements of the *zoning district* within which they are located.

Smoking lounge. A business establishment that is dedicated, in whole or part, to the smoking of any lighted tobacco product, including cigars, cigarettes, pipe tobacco, and any other lighted tobacco product, including but not limited to, establishments commonly referred to as cigar lounges, hookah cafes, tobacco clubs, or tobacco bars. Smoking lounges may include the sale of tobacco in compliance with applicable federal and Arizona law. The smoking of Cannabis is prohibited per Sec. 34-303.

Stable. A *lot* or *buildings*, corrals, pens and other *ancillary* features *uses* that may also include boarding of horses and limited livestock, breeding or training programs, or arenas; private *stables* are for *use* of the *owner* or occupant of the *lot* and commercial *stables* are where horses are kept for remuneration, hire or sale.

Smoking lounges - Supplemental development standards.

Chapter 106 - ZONING AND USE STANDARDS

ARTICLE X. - USE SPECIFIC STANDARDS

Sec. 106-10.42. – Smoking lounges.

- a) A smoking lounge is as defined in Sec. 101-2.2.
- b) Non-alcoholic beverages may be served on the premises; however, alcoholic beverages shall not be sold or consumed on the premises, except when a Conditional Use Permit is issued and in conjunction with the issuance of a Liquor License.
- c) No persons under 21 years of age shall be permitted within the business.
- d) All business related activities shall be conducted on the premises of the business.
- e) Indoor Operations. All business-related activities shall be conducted wholly within a building.
- f) No window coverings, including window tints, shall prevent visibility of the interior of the tenant space from outside the premises during operating hours.
- g) The interior of the business shall be maintained with adequate illumination to make the conduct of patrons within the premises readily discernable to persons of normal visual acuity.
- h) Adequate ventilation shall be provided for the heating of coals in accordance with all requirements imposed by the city Fire Department, or as otherwise required by state or federal laws.
- i) The ventilation and filtration system shall also assure that smoke from the smoking lounge is incapable of migrating into any other portion of the building hosting the smoking lounge or into any other building in the vicinity of the smoking lounge.
- j) Loitering. The smoking lounge owner or operator shall prohibit loitering by persons outside the smoking lounge either on the premises or within fifty (50) feet of the premises.
- k) The business shall also be in conformity with all other city, state and federal laws.

Sec. 106-10.43. – Special events and seasonal activities.

Sec. 106-10.44. - Sport courts.

Sec. 106-10.45. - Swimming pools.

Sec. 106-10.46. - Tattoo and/or body piercing establishment.

Sec. 106-10.47. - Truck stop/travel plaza.

Sec. 106-10.48. - Vehicle fueling stations.

Sec. 106-10.49. - Vehicle rental facilities.

Sec. 106-10.50. - Vehicle retail sales.

Sec. 106-10.51. - Vehicle service.

Sec. 106-10.52. - Vehicle washing facilities (also known as car washes).

Sec. 106-10.53. - Zoos, indigenous wildlife rescue facilities.

Land Development Ordinance Zoning Text Amendment

Narrative – FS22-0695

PROJECT DESCRIPTION

The City has initiated this Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) in an effort to define the Smoking Lounge land use, add the use to our Land Use Matrix, and create use-specific development standards.

Citizen Participation Report

Land Development Ordinance Zoning Text Amendment

June 22, 2022 – FS22-0695

PROJECT DESCRIPTION

The City has initiated this Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) in an effort to define the Smoking Lounge land use, add the use to our Land Use Matrix, and create use-specific development standards.

ADVERTISING

The meeting was advertised in the Daily News Sun on Wednesday, June 06, 2022 and the Surprise Today on Friday, June 08, 2022.

MEETING DESCRIPTION

The meeting was held at City Hall on June 22, 2022 at 6 p.m. with virtual attendance available via WebEx.

ATTENDANCE

There were four members of the public in attendance, three in person and one virtually via WebEx. None of the attendees opposed the amendment, however, participants did express concern over the possibility of smoke migrating to adjacent properties. They also wanted more information on why this amendment is necessary and how we will enforce the development standards.

State of Arizona:

County of Maricopa:

Affidavit of Publication

I Charlene Bisson, Arizona group publisher of Independent Newsmedia Inc. USA, am authorized to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Daily Independent is a newspaper which is published daily, is of general circulation and is in compliance with the Arizona Revised Statutes 10-140.34 & 39-201 A & B. I solemnly swear that the notice was published in the regular and entire section of the said newspaper and not in any supplement. The below listed advertisement appeared in the following issue (s)
06/06/22, 06/08/22

Sworn to and subscribed before me this 8th Day of June, A.D., 2022



Charlene Bisson

Ad Caption: FS22-0695

Ad Number: 542396

Total Cost:\$384.00

COPY**SUPERIOR COURT OF ARIZONA
IN MARICOPA COUNTY****** FILED **
5/23/2022
Clerk of the Court**

Issued and Filed: 5/23/2022

PROBATE COURT ADMINISTRATION

In the Matter of

Case No. PB2022-002505

FRITZANNA KADING

**NOTICE OF INITIAL HEARING REGARDING:
PETITION FOR PROBATE OF WILL AND APPOINTMENT OF
PERSONAL REPRESENTATIVE****WARNING**

This is a legal notice; your rights may be affected.

Éste es un aviso legal. Sus derechos podrían ser afectados.

You are not required to attend this hearing. However, if you oppose any of the relief requested in the petition that accompanies this notice, you must file with the court a written response at least 7 calendar days before the hearing date **OR** you or your attorney must attend the hearing by following the instructions provided in this notice.

Any written response must comply with Rule 15(e) of the Arizona Rules of Probate Procedure. If you do not file a timely response or attend the hearing:

- (1) the court may grant the relief requested in the petition without further proceedings, and
- (2) you will not receive additional notices of court proceedings relating to the petition unless you file a Demand for Notice pursuant to Title 14, Arizona Revised Statutes.

1. Notice is given that CHARLES ALLEN BENNETT has filed the following:
 - PETITION FOR PROBATE OF WILL AND APPOINTMENT OF PERSONAL REPRESENTATIVE

2. COURT HEARING. An initial hearing has been scheduled to consider the Petition as follows:

DATE and TIME: **Wednesday, August 10, 2022 at 9:30 AM**JUDICIAL OFFICER: **COMMISSIONER AMY KALMAN**PLACE: **101 W. JEFFERSON STREET, PHOENIX, AZ 85003 - COURTROOM 512**TELEPHONE NO: **602-506-3381**

If you have copies of filed documents or proposed form(s) of order, they should be provided to Commissioner Kalman's division at the location listed above.

Any interested person, including the Petitioner and the Petitioner's attorney, may attend the Initial Hearing virtually unless the Court has specifically ordered that person to attend the hearing in person. To attend the hearing virtually, use Court Connect as described in Section 3 below. If the Court has specifically ordered you to attend the Initial Hearing in person, you must do so by appearing at the location stated above at the time of the Initial Hearing.

3. COURT CONNECT / MICROSOFT TEAMS

If you have a camera-enabled computer, smartphone, or tablet device, you should go to tinyurl.com/ibazmc-pcc03 a few minutes before the Initial Hearing is scheduled to begin. For the best experience, download and install the Microsoft Teams application on a camera-enabled computer, smartphone, or tablet device using either of the following methods prior to the time set for the Initial Hearing:

- Go to the following link: <https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app>



Or scan the following
QR code on your
smartphone or tablet:

If you have a camera-enabled device, but do not want to install the Microsoft Teams application, you may use a web browser simply by typing tinyurl.com/ibazmc-pcc03 into your browser a few minutes before the Initial Hearing is scheduled to begin. Please note, however, that you will not have access to all the features if you use a web browser rather than the Microsoft Teams application.

If you do not have a camera-enabled device, you can still attend the Initial Hearing by phone by calling:

- Courtroom Phone Number: 1-917-781-4590
- Courtroom Conference ID#: 880 692 825 #

For more information about Court Connect, please see
<https://superiorcourt.maricopa.gov/court-connect>

Publish: Daily Independent, June 6, 13, 20, 2022/542377

**ZONING TEXT AMENDMENT
NEIGHBORHOOD MEETING**

Please be advised that the City of Surprise will host a Neighborhood Meeting to discuss the Zoning Text Amendment (ZTA) to the Land Development Ordinances (LDO) referenced below. This meeting will be conducted virtually and in-person. Any member of the public may participate in the conversation as it pertains to this project, via phone or computer, by utilizing the access information provided under meeting details or attending in person. According to Surprise Municipal Code, we are required to host a Neighborhood Meeting to present the proposal to the public while soliciting feedback and providing answers to questions.

Applicant: City of Surprise

City of Surprise Planner: Leslie Carnie; 623-222-3153;

leslie.carnie@surpriseaz.gov

DATE:

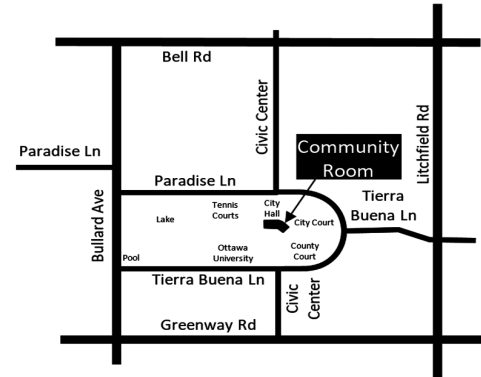
NEIGHBORHOOD MEETING DETAILS

Wednesday, June 22, 2022

TIME:

6:00 PM

PHYSICAL LOCATION:

City of Surprise
Community Room
16000 N. Civic Center Plaza
Surprise, AZ 85374**MEETING LOCATION****Join from the meeting link**<https://surpriseaz.webex.com/surpriseaz/j.php?MTID=m56862517b45437d37fbf38d407afc0b5>**Join by meeting number**Meeting number (access code): 2484 111 5898
Meeting password: 6QwZymmFu72**Join by phone**+1-408-418-9388 United States Toll
+1-602-666-0783 United States Toll (Phoenix)**PROJECT DESCRIPTION:**

A Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to add the Smoking Lounge land use, Case # FS22-0692.

Publish: Daily Independent, June 6, 2022, Surprise Independent, June 8, 2022/542396

Arizona Corporation Commission - RECEIVED: 5/15/2022
Arizona Corporation Commission - FILED: 5/9/2022

22050921475204

ARTICLES OF ORGANIZATION**OF LIMITED LIABILITY COMPANY****ENTITY INFORMATION**

ENTITY NAME: EXTREME SKI RENTALS LLC
ENTITY ID: 23372125
ENTITY TYPE: Domestic LLC
EFFECTIVE DATE: 05/09/2022
CHARACTER OF BUSINESS: Arts, Entertainment, and Recreation
MANAGEMENT STRUCTURE: Member-Managed
PERIOD OF DURATION: Perpetual
PROFESSIONAL SERVICES: N/A

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: Krystal Maurine Tippetts
PHYSICAL ADDRESS: 26883 N 100th Ave., PEORIA, AZ 85383
MAILING ADDRESS: 26883 N 100th Ave., PEORIA, AZ 85383

PRINCIPAL ADDRESS

26883 N 100th Ave., PEORIA, AZ 85383

PRINCIPALS

Member: Krystal Maurine Tippetts - 26883 N 100th Ave., PEORIA, AZ, 85383, USA - my2krazykidos@yahoo.com
- Date of Taking Office: 05/10/2022

ORGANIZERS

Krystal Maurine Tippetts: 26883 N 100th Ave., PEORIA, AZ, 85383, USA, my2krazykidos@yahoo.com

SIGNATURES

Organizer: Krystal Maurine Tippetts - 05/09/2022

Publish: Daily Independent, June 6, 7, 8, 2022/542244

Page 443 of 464

State of Arizona:

County of Maricopa:

Affidavit of Publication

I Charlene Bisson, Arizona group publisher of Independent Newsmedia Inc. USA, am authorized to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Daily Independent is a newspaper which is published daily, is of general circulation and is in compliance with the Arizona Revised Statutes 10-140.34 & 39-201 A & B. I solemnly swear that the notice was published in the regular and entire section of the said newspaper and not in any supplement. The below listed advertisement appeared in the following issue (s)
08/13/22, 08/17/22

Sworn to and subscribed before me this 17th Day of August, A.D., 2022



Terri L. Rodgers

Ad Caption: FS22-0695

Ad Number: 554601

Total Cost: \$225.00

CITY OF SURPRISE
PUBLIC NOTICE

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission and the City Council will hold Public Hearings relating to the proposed zoning text amendment to the Surprise Land Development Ordinances (case FS22-0695) to define the Smoking Lounge land use, add the use to the Land Use Matrix, and create use-specific development standards.

Planning and Zoning Commission

Date: September 01, 2022
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

City Council

Date: October 4, 2022
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

At these meetings any member of the public may appear and be heard relative to this request or may submit written comments at any time prior to the Public Hearing. All written comments regarding this request will be made part of the record of the City. Any interested party may obtain an agenda 24 hours prior to the Public Hearing at the Surprise City Hall. Please note that this item will be placed on the next available agenda should the meeting be canceled or quorum be lost. Contact Leslie Carnie with the City of Surprise at 623-222-3153 or leslie.carnie@surpriseaz.gov for additional information.

Publish: Daily Independent, August 13, Surprise Independent, August 17, 2022/544601

THANK YOU

FOR READING
OUR PAPER!

Please visit us at the Daily Independent
at YourValley.net for 24/7 nonpartisan news.

Arizona Corporation Commission - RECEIVED: 6/23/2022
Arizona Corporation Commission - FILED: 6/23/2022

22062309023398

ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY COMPANY

ENTITY INFORMATION

ENTITY NAME: STARS AND SPARKS LLC

ENTITY ID: 23390079

ENTITY TYPE: Domestic LLC

EFFECTIVE DATE: 06/23/2022

CHARACTER OF BUSINESS: Any legal purpose

MANAGEMENT STRUCTURE: Member-Managed

PERIOD OF DURATION: Perpetual

PROFESSIONAL SERVICES: N/A

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: United States Corporation Agents, Inc.

PHYSICAL ADDRESS: 17470 N. Pacesetter Way, SCOTTSDALE, AZ 85255

MAILING ADDRESS: 17470 N. Pacesetter Way, SCOTTSDALE, AZ 85255

PRINCIPAL ADDRESS

35615 N 34th Ave., PHOENIX, AZ 85086

PRINCIPALS

Member: Stacy Lynne Eskam - 35615 N 34th Ave., PHOENIX, AZ, 85086, USA -- Date of Taking Office:

ORGANIZERS

Legalzoom.com, Inc.: 101 N. Brand Blvd., 11th Floor, GLENDALE, CA, 91203, USA,

SIGNATURES

Organizer: By: Cheyenne Moseley, Asst. Secretary of Legalzoom.com, Inc., A Delaware Corporation - 06/23/2022

Publish: Daily Independent, July 30, August 6, 13, 2022/552242

1)Name of Person Filing: Brenda J. Ellis
Mailing Address: PO Box 452
City, State, Zip Code: Yucca, AZ 86438
Daytime/Evening Phone Number: 509-675-1544

FOR CLERK'S USE ONLY

SUPERIOR COURT OF ARIZONA
MOHAVE COUNTY

2) Brenda J. Ellis
Plaintiff

3)Case Number: CV 2022-00777

SUMMONS

AND

4) Sivan E. Caukins and Richard Filler (Trustee)
Defendant(s) AND
Mohave County Treasurer

WARNING: This is an official document from the court. It affects your rights. Read this document carefully. If you do not understand it, contact a lawyer for help.

FROM THE STATE OF ARIZONA TO: 4) Sivan E. Caukins and Richard Filler (Trustee) AND
Defendant(s)

Mohave County Treasurer

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.

2. If you do not want a judgment or order taken against you without your input, you must file an "Answer" or a "Response" in writing with the Court, and pay the filing fee. If you do not file an "Answer" or "Response" the other party may be given the relief requested in his or her Petition or Complaint. To file your "Answer" or "Response" take, or send, the "Answer" or "Response" to the Office of the Clerk of the Superior Court, 415 East Spring Street, Kingman, AZ 86401 (P.O. Box 7000, Kingman, AZ 86402-7000) or the Office of the Clerk of the Superior Court, 2225 Trane Road, Bullhead City, AZ 86442, or Office of the Clerk of the Superior Court, 2001 College Drive, Lake Havasu City, AZ 86404. Mail a copy of your "Answer" or "Response" to the other party at the address listed on the top of this Summons.

3. If you were served within the State of Arizona, your "Response" or "Answer" must be filed within TWENTY (20) CALENDAR DAYS, starting the day after you were served. If you were served outside the State of Arizona, your "Response" must be filed within THIRTY (30) CALENDAR DAYS, starting the day after you were served. Service by Publication is complete (30) days after the date of the first publication.

4. Requests for reasonable accommodation for persons with disabilities must be made to the office of the judge or commissioner assigned to the case, at least (3) three days before your scheduled court date.

5. If you are receiving this Notice by publication, you may obtain a copy of the Complaint to Foreclose a Tax Lien by submitting a written request to: Office of the Clerk of the Superior Court, PO Box 7000, Kingman, AZ 86402-7000 or by calling 928-753-0713.

SIGNED AND SEALED this date: 06/27/2022

CHRISTINA SPURLOCK,
Clerk of the Superior Court

By: (Karen Seckler)
Deputy Clerk

Publish: Daily Independent, July 30, August 6, 13, 20, 27, September 3, 10, 2022/551830

Page 445 of 464

CITY OF SURPRISE PUBLIC NOTICE

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission and the City Council will hold Public Hearings relating to the proposed zoning text amendment to the Surprise Land Development Ordinances (case FS22-0695) to define the Smoking Lounge land use, add the use to the Land Use Matrix, and create use-specific development standards.

Planning and Zoning Commission

Date: September 01, 2022

Time: 6:00 p.m.

**Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374**

City Council

Date: October 4, 2022

Time: 6:00 p.m.

**Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374**

At these meetings any member of the public may appear and be heard relative to this request or may submit written comments at any time prior to the Public Hearing. All written comments regarding this request will be made part of the record of the City. Any interested party may obtain an agenda 24 hours prior to the Public Hearing at the Surprise City Hall. Please note that this item will be placed on the next available agenda should the meeting be canceled or quorum be lost. Contact Leslie Carnie with the City of Surprise at 623-222-3153 or leslie.carnie@surpriseaz.gov for additional information.

Publish: Daily Independent, August 13, Surprise Independent, August 17, 2022/544601

I have the RIGHT to KNOW.

I **VOTE** and **PAY** my taxes.

I **CARE** about my community.

I **WANT** to know what's
happening in my town
and neighborhood.



Some state and local officials want to **remove public notices from our community newspapers** and put them exclusively on the Internet.

I'm telling my state legislator: **"NO! It's my RIGHT to KNOW.
Leave public notices in MY local newspaper!"**

Learn why public notices should stay public in AZ: publicnoticeads.com/az



Message provided by
Arizona Newspapers Association

DEVELOPMENT PROJECT NEIGHBORHOOD MEETING

Please be advised, Lauren Proper Potter with Huellmantel & Affiliates on behalf of QuikTrip, will host a Neighborhood Meeting to discuss the project referenced below. Any member of the public may participate in this conversation as it pertains to this project by utilizing the access information provided under Meeting Details below. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present their project to the public while soliciting feedback and providing answers to questions. Please note, the City of Surprise is not the host of this meeting; however, the assigned City Planner will be available to provide information as needed in response to inquiries received from residents.

Applicant: Lauren Proper Potter, (480) 921-2800, lauren.proper@huellmantel.com
City of Surprise Planner: Chris Sexton, (623) 222-3134, Christina.Sexton@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

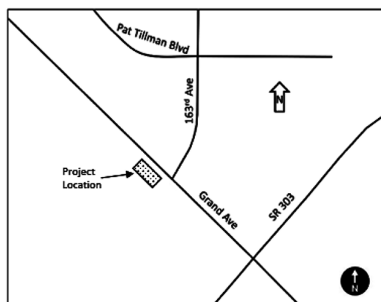
In Person

DATE: Wednesday, August 31, 2022
TIME: 6:00 PM
LOCATION: Countryside Recreation Center
15038 N Parkview Pl
Surprise, AZ

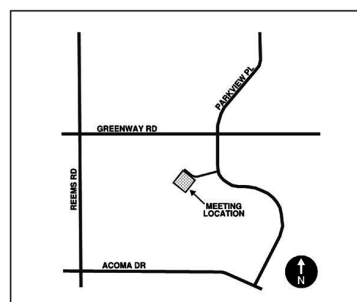
Virtual

DATE: Monday, September 12, 2022
TIME: 6:00 PM
Virtual Meeting Link URL:
<https://attendee.gotowebinar.com/register/8123939998914508556>

Project Location



Meeting Location



PROJECT DESCRIPTION:

A Rezone of a property with Rural Residential (RR) and Community Commercial (C-2) split zoning to Community Commercial (C-2). The property is approximately 4.94 acres and located north of the intersection of 163rd Avenue and Grand Avenue. Surprise Planning Case FS22-0207.

Publish: Daily Independent, August 13, Surprise Independent, August 17, 2022/554651

DEVELOPMENT PROJECT NEIGHBORHOOD MEETING

Please be advised, Lauren Proper Potter with Huellmantel & Affiliates on behalf of Dysart Bell Property Investors, LLC, will host a Neighborhood Meeting to discuss the project referenced below. Any member of the public may participate in this conversation as it pertains to this project by utilizing the access information provided under Meeting Details below. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present their project to the public while soliciting feedback and providing answers to questions. Please note, the City of Surprise is not the host of this meeting; however, the assigned City Planner will be available to provide information as needed in response to inquiries received from residents.

Applicant: Lauren Proper Potter, (480) 921-2800, lauren.proper@huellmantel.com
City of Surprise Planner: Chris Sexton, (623) 222-3134, Christina.Sexton@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

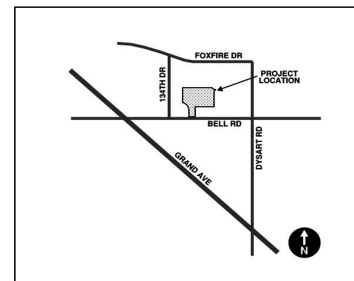
In Person

DATE: Monday, August 29, 2022
TIME: 6:00 PM
LOCATION: Countryside Recreation Center
15038 N Parkview Pl
Surprise, AZ

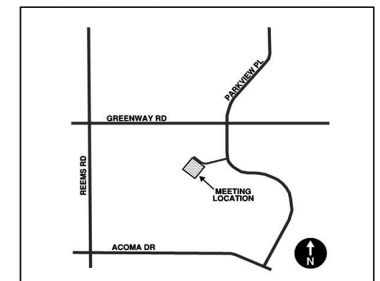
Virtual

DATE: Monday, August 29, 2022
TIME: 6:00 PM
Virtual Meeting Link URL:
<https://attendee.gotowebinar.com/register/3019619994666194955>

Project Location



Meeting Location



PROJECT DESCRIPTION:

Major Amendment to the Crossroads at Surprise Planned Area Development (PAD). The request is to propose a community commercial development and light industrial development to support the existing C-3 zoning uses and additional uses listed in the PAD and to change development standards for parking lot setbacks. Surprise Planning Case FS22-1014

Publish: Daily Independent, August 13, 2022, Surprise Independent, August 17, 2022/554409

ORDINANCE # 2022-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO CHAPTER 101 ARTICLE II SEC. 101-2.2, CHAPTER 106 ARTICLE X SEC. 106-10, AND TABLE 106-1C OF THE SURPRISE LAND DEVELOPMENT ORDINANCES TO ADD THE DEFINITION, LAND USE AND DEVELOPMENT STANDARDS FOR SMOKING LOUNGES; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, City staff seeks to amend Chapter 101 Article II Sec. 101-2.2, Chapter 106 Article X Sec. 106-10, and Table 106-1c of the Surprise Land Development Ordinances regarding the definition, land use and development standards for Smoking Lounges.

WHEREAS, on July 01, 2022, the Planning and Zoning Commission recommended approval of the proposed Text Amendment to the Land Development Ordinances for the Smoking Lounge definition, land use, and development standards.

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

Section 1. Chapter 101 Article II Sec. 101-2.2, Chapter 106 Article X Sec. 106-10, and Table 106-1c of the Surprise Land Development Ordinances, is hereby amended as described on attached ***Exhibit A***, and incorporated by this reference.

Section 2. All ordinances, resolutions, or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This Ordinance will become effective at the time and manner prescribed by law and shall be added to the Surprise Code of Ordinances at that time.

PASSED AND ADOPTED this _____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

(New text in yellow highlight)

Table No. 106-1c—Primary Land Use Matrix for All Zoning Districts "P" = Permitted; "AUP" = Administrative Use Permit; "CUP" = Council Use Permit; "(blank space)" = Prohibited																									
	Residential				Surprise Heritage District		Traditional Neighborhood Development				Mixed Use			Commercial				Employment				Open Space/Public Uses			Use Specific Standards
Zoning Districts																									Specific regulations can be found in sections listed below
Uses	RR	R-1	R-2	R-3	SHD-RO	SHD-CO	TND-R	TND-C	TND-MU	TND-OS	MU-1	MU-2	MU-3	CO	C-1	C-2	C-3	BP	I-1	I-2	I-3	OS-1	OS-2	PF	
Self-storage facility						CUP										CUP	CUP	CUP	CUP	CUP					Sec. 106-10.40
Service call establishment					AUP	P	AUP	P	P		P	P	P	P	P	P	P	P	P	P					
Sexually oriented business																				CUP	CUP				Sec. 106-10.41
Smoking Lounge															P	P	P								Sec. 106-10.42
Smoking Lounge— with Liquor License															CUP	CUP	CUP								Sec. 106-10.42
Shooting range— indoor only																	P		P	P					
Showroom/ sales office						P		P	P		P	P	P	P	P	P	P	P	P						

Ordinance No. 2022-21
RFLS #8463
Rev 09/09/22

Chapter 101 - ADMINISTRATIVE PROVISIONS

ARTICLE II. - RULES OF INTERPRETATION AND GLOSSARY OF TERMS

Sec. 101-2.2. - Glossary of terms.

Small subdivision. The division of land within the city which results in improved or unimproved land or lands for the purpose of financing, sale, or lease, whether immediate or future, consisting of four (4) to ten (10) *lots*, tracts, or *parcels* of land with all *lots* complying with the size requirements of the *zoning district* within which they are located.

Smoking lounge. A business establishment that is dedicated, in whole or part, to the smoking of any lighted tobacco product, including cigars, cigarettes, pipe tobacco, and any other lighted tobacco product, including but not limited to, establishments commonly referred to as cigar lounges, hookah cafes, tobacco clubs, or tobacco bars. Smoking lounges may include the sale of tobacco in compliance with applicable federal and Arizona law. The smoking of Cannabis is prohibited per Sec. 34-303.

Stable. A *lot* or *buildings*, corrals, pens and other *ancillary* features *uses* that may also include boarding of horses and limited livestock, breeding or training programs, or arenas; private *stables* are for *use* of the *owner* or occupant of the *lot* and commercial *stables* are where horses are kept for remuneration, hire or sale.

Chapter 106 - ZONING AND USE STANDARDS

ARTICLE X. - USE SPECIFIC STANDARDS

Sec. 106-10.42. – Smoking lounges.

- a) A smoking lounge is as defined in Sec. 101-2.2.
- b) Non-alcoholic beverages may be served on the premises; however, alcoholic beverages shall not be sold or consumed on the premises, except when a Conditional Use Permit is issued and in conjunction with the issuance of a Liquor License.
- c) No persons under 21 years of age shall be permitted within the business.
- d) All business related activities shall be conducted on the premises of the business.
- e) Indoor Operations. All business-related activities shall be conducted wholly within a building.
- f) No window coverings, including window tints, shall prevent visibility of the interior of the tenant space from outside the premises during operating hours.
- g) The interior of the business shall be maintained with adequate illumination to make the conduct of patrons within the premises readily discernable to persons of normal visual acuity.
- h) Adequate ventilation shall be provided for the heating of coals in accordance with all requirements imposed by the city Fire Department, or as otherwise required by state or federal laws.
- i) The ventilation and filtration system shall also assure that smoke from the smoking lounge is incapable of migrating into any other portion of the building hosting the smoking lounge or into any other building in the vicinity of the smoking lounge.
- j) Loitering. The smoking lounge owner or operator shall prohibit loitering by persons outside the smoking lounge either on the premises or within fifty (50) feet of the premises.
- k) The business shall also be in conformity with all other city, state and federal laws.

Sec. 106-10.43. – Special events and seasonal activities.

Sec. 106-10.44. - Sport courts.

Sec. 106-10.45. - Swimming pools.

Sec. 106-10.46. - Tattoo and/or body piercing establishment.

Sec. 106-10.47. - Truck stop/travel plaza.

Sec. 106-10.48. - Vehicle fueling stations.

Sec. 106-10.49. - Vehicle rental facilities.

Sec. 106-10.50. - Vehicle retail sales.



SURPRISE
ARIZONA

FS22-0695

Land Development Ordinance Zoning Text Amendment

City Council
October 4, 2022



Background

- The Land Development Ordinance (LDO) currently does not designate zoning requirements for the Smoking Lounge land use.
- Recent inquiries into the permitting of Smoking Lounges in the City of Surprise have resulted in this amendment being pursued by staff to amend the LDO and add this use to the Primary Land Use Matrix to clarify zoning and development requirements.



Background

Amendment Goals

- Define Smoking Lounge
- Add Smoking Lounge to the Land Use Matrix
- Set development standards for Smoking Lounges



Research

City	Smoking Lounge Use
Scottsdale	By Right in Commercial Zoning Districts CUP if requiring Liquor License
Peoria	By Right in Commercial and Business Park Zoning Districts CUP if requiring Liquor License
Glendale	By Right in Commercial Zoning Districts



Amendment

- **Proposed Smoking Lounge Land Use Zoning Requirements:**
 - Permitted By Right in C-1, C-2 and C-3 Zoning Districts
 - Conditional Use Permit (CUP) if Requiring a Liquor License



Definition

Smoking Lounge

A business establishment that is dedicated, in whole or part, to the smoking of any lighted tobacco product, including cigars, cigarettes, pipe tobacco, and any other lighted tobacco product, including but not limited to, establishments commonly referred to as cigar lounges, hookah cafes, tobacco clubs, or tobacco bars. Smoking lounges may include the sale of tobacco in compliance with applicable federal and Arizona law. The smoking of Cannabis is prohibited per Sec. 34-303.

Land Use Matrix

Table No. 106-1c—Primary Land Use Matrix for All Zoning Districts
 "P" = Permitted; "AUP" = Administrative Use Permit; "CUP" = Council Use Permit; "(blank space)" = Prohibited

	Residential				Surprise Heritage District		Traditional Neighborhood Development				Mixed Use			Commercial				Employment				Open Space/Public Uses			Use Specific Standards
Zoning Districts	RR	R-1	R-2	R-3	SHD-RO	SHD-CO	TND-R	TND-C	TND-MU	TND-OS	MU-1	MU-2	MU-3	CO	C-1	C-2	C-3	BP	I-1	I-2	I-3	OS-1	OS-2	PF	Specific regulations can be found in sections listed below
Uses																									
Self-storage facility						CUP										CUP	CUP	CUP	CUP	CUP					Sec. 106-10.40
Service call establishment					AUP	P	AUP	P	P		P	P	P	P	P	P	P	P	P	P					
Sexually oriented business																				CUP	CUP				Sec. 106-10.41
Smoking Lounge															P	P	P								Sec. 106-10.42
Smoking Lounge— with Liquor License															CUP	CUP	CUP								Sec. 106-10.42
Shooting range— indoor only																	P		P	P					
Showroom/ sales office						P		P	P		P	P	P	P	P	P	P	P	P						



Development Standards

Chapter 106 - ZONING AND USE STANDARDS

ARTICLE X. - USE SPECIFIC STANDARDS

Sec. 106-10.42. – Smoking lounges.

- a) A smoking lounge is as defined in Sec. 101-2.2.
- b) Non-alcoholic beverages may be served on the premises; however, alcoholic beverages shall not be sold or consumed on the premises, except when a Conditional Use Permit is issued and in conjunction with the issuance of a Liquor License.
- c) No persons under 21 years of age shall be permitted within the business.
- d) All business related activities shall be conducted on the premises of the business.
- e) Indoor Operations. All business-related activities shall be conducted wholly within a building.
- f) No window coverings, including window tints, shall prevent visibility of the interior of the tenant space from outside the premises during operating hours.

Development Standards

Sec. 106-10.42. – Smoking lounges (cont.)

- g) Adequate ventilation shall be provided for the heating of coals in accordance with all requirements imposed by the city Fire Department, or as otherwise required by state or federal laws.
- h) The ventilation and filtration system shall also assure that smoke from the smoking lounge is incapable of migrating into any other portion of the building hosting the smoking lounge or into any other building in the vicinity of the smoking lounge.
- i) Loitering. The smoking lounge owner or operator shall prohibit loitering by persons outside the smoking lounge either on the premises or within fifty (50) feet of the premises.
- j) The business shall also be in conformity with all other city, state and federal laws.



Citizen Participation

Neighborhood Outreach Meeting:

- When: June 22, 2022 at 6 p.m.
- Where: City Hall & WebEx
- Attendance: 4 members of the public
- Concerns:
Smoke migrating to adjacent properties



Recommendation

September 01, 2022

P&Z Commission Recommended Approval to the Mayor and City Council.



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You