



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

Tuesday, October 18, 2022 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

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 the Regular City Council Meeting minutes of October 4, 2022. | None

Sherry Aguilar |
|----|----------|--|----------------------------|

			City Clerk
2.	District 3	Consideration and action to approve a request by Agent, Andrea Lewkowitz for a New Series 12 (Restaurant) liquor license for MOD Pizza located at 13668 N. Prasada Parkway, #100, Surprise, AZ. 85388.	Sherry Aguilar City Clerk
3.	District 4	Consideration and action to approve a Class "A" Bingo License for Sunflower RV Resort located at 16501 N. El Mirage Road, Surprise, AZ. 85378.	None Sherry Aguilar City Clerk
4.	Citywide	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2023 budget by moving budget authority in the amount of \$33,400 within the Grants Fund for the purpose of accepting two grants from the Arizona Governor's Office of Highway Safety (GOHS) to advocate for child seat safety and youth alcohol awareness; Resolution # 2022-100.	None Tom Abbott Fire - Medical
5.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada, Phase I Unit D Lot 561 & Tract A, Amended" and dated August 17, 2022, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS22-0743.	None Trevor Fleetham Community Development
6.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "North Copper Canyon Village – Parcel 1.3" and dated July 25, 2022, a property generally located west of the intersection of Deer Valley Road and Grand Avenue; Case FS22-0106.	None Trevor Fleetham Community Development
7.	District 3	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at the Northeast corner of 175 th Avenue and Cactus Road; Resolution # 2022-99.	Kristin Tytler Public Works
8.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Heritage Asante – Parcel 10" and received July 26, 2022, a property generally located west of Asante Blvd. and south of Pat Tillman Blvd; Case FS22-0645.	None CHRIS SEXTON Community Development
9.	District 6	Consideration and action pertaining to acceptance of a Drainage Easement Agreement from Royal Ranch Homeowners Association along Greenway near Bullard.	Lloyd Abrams Community Development
10.	District 6	Consideration and action vacating the City's interest in a Utility, Sewer Line, and Water Line Easement within Section 16, Township 3 North, Range 1 West, generally located south of Waddell Road and West of Litchfield Road; Resolution #2022-88.	Lloyd Abrams Community Development
11.	District 1	Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the Maricopa County Department of Transportation (MCDOT) for the construction, operation, and maintenance of traffic signals on Sun Valley Parkway at 227 th Avenue and 219 th Avenue ; Resolution #2022-102.	Eric Fitzer Public Works

- | | | | |
|-----|----------|--|---|
| 12. | Citywide | Consideration and action pertaining to approval of the First Amendment to the Wired Telecommunications License and Right-of-Way Use Agreement with Wyyerd Connect, LLC; Resolution #2022-106. | Eric Fitzer
Public Works |
| 13. | Internal | Consideration and action to amend the Fiscal Year 2023 budget by moving budget authority of \$7,000 within the Municipal Art Fund from contingency to Project R51020 for the Stadium Art Project; Resolution #2022-103. | Danielle Osborne
Human Svcs and
Comm Vitality |
| 14. | Citywide | Consideration and action pertaining to approval of an amendment to the fiscal year 2023 budget by moving budget authority in the amount of \$40,000 within the Grants Fund for the acceptance of a grant from the Arizona Department of Homeland Security grant program; Resolution #2022-104. | None

Brenden Espie
Fire - Medical |

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|-----|------------|---|--|
| 15. | District 4 | Consideration and action pertaining to adoption of a Major PAD Amendment by rezoning property located at the northeast corner of 134 th Avenue and Bell Road from Regional Commercial (C-3) to Planned Area Development (PAD); Ordinance #2022-23. | Chris Sexton
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: October 13, 2022 at 9:45 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 18, 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 18, 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 the Regular City Council Meeting minutes of October 4, 2022.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 10042022 Council Meeting Minutes
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CITY OF SURPRISE
Regular City Council Meeting
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, October 4, 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 on Tuesday, October 4, 2022. The Invocation was led by Tim Triber.

- **B. Roll Call**

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

- **C. Pledge of Allegiance**

- **D. Proclamation and Community Acknowledgements**

Domestic Violence Awareness Month

The proclamation was presented to the Lexi Randall from the New Life Center.

E. City Manager Report

Student Council Reports:

Tyrah Davis - Surprise Youth Council

Kate Donick - Paradise Honors Middle School

No other City Manager Reports

- **F. City Clerk Report**

City Clerk Aguilar gave a brief report on upcoming important dates for the November 8th General Election. Voter registration closes on October 11th and Early Voting starts on October 12th, 2022.

- **1. CONSENT AGENDA:**

Councilmember Hastings made the motion to approve the Consent Agenda items 1 through 12. Seconded by Councilmember Judd. 7 yes votes, motion carried.

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

2. 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.

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

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

• **REGULAR AGENDA – PUBLIC HEARING:**

13. 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.

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

Council Questions/Comments:

Councilmember Judd asked about resident concerns for smoke migration, so how do we handle this? Different type of ventilation system. City Planner Carnie commented that this is handled when it goes through the building permit process, it requires a specific type of ventilation system. the particular type of ventilation a negative pressure system.

Councilmember Judd commented that I am curious about stipulation "f". What was the purpose for this? City planner Jason Moquin commented that this is for public safety purposes. Councilmember Judd asked for further explanation on why this is needed. Community Development Director, Lloyd Abrams commented that he spoke with the Police Chief and there is discretion there, we can modify this if you would like.

City Attorney advised that the best practice would be to amend the face of the ordinance first, then vote on the ordinance if Council desires.

Councilmember Remley commented that he has a suggestion to apply the same rules that apply to cannabis can apply to this too? There are locations that specify cannabis in certain locations.

Public Comments:

Alejandro Christ - concerned about making sure our kids are thought about while considering this item. We are growing really fast, 17,000 units coming in where I live, a lot of kids coming into the City, let's consider all of this. Are the owners going to enforce loitering and trespassing laws at these facilities?

Larry Henley suggested placing screening on the south side and leave the other sides open. Can see on east and north sides to shade the west for the heat.

Mayor Hall asked CD Director, Lloyd Abrams to talk about the distance from schools, etc., and if there are age restrictions who can enter the facilities. Stipulation "F" can be removed and leave to the discretion of the owner. Discussed liquor licensing through a CUP process.

Councilmember Hastings, curious do we require a bar to install window coverings? CD Director, Lloyd Abrams commented he does not recall this being a requirement.

Councilmember Duffy commented that he is not familiar with a cigar bar and asked if they can they have a patio? CD Director, Lloyd Abrams commented that no, has to be inside the establishments, the doors have to be closed all the time.

Further discussion took place regarding enforcement. City attorney Wingo explained the mechanisms in place for enforcement through code enforcement.

1st action - Councilmember Hastings made the motion to amend Ordinance No. 2022-21 with removal of Stipulation "F". Councilmember Hastings seconded the motion. 6 yes votes, 1 no vote (Councilmember Remley). Motion carried to amend.

Councilmember Judd made the motion to approve Ordinance No. 2022-21 as amended. Seconded by Vice-Mayor Cline. 7 yes votes. Motion carried.

- **J. City Council Reports**

- Councilmember Judd attended a Maricopa Association of Government Economic meeting on the Prop 400 economic impact of transportation bill and funding.

Councilmember Winters attended a Ribbon Cutting My Daddy's Bakery located on the east side of Surprise in District 4, business has been there for over 20 years.

Vice-Mayor Cline attended several ribbon cutting events this month; attended a number of meetings, including education meeting at the chamber of commerce; golden rule community breakfast; domestic violence committee meeting.

Councilmember Hastings commented that his next Meet & Greet will be the third Wednesday this month. Thanked Chief Abbott who is retiring this month.

Councilmember Remley invited everyone to attend the Surprise Fiesta

Grande this coming weekend; car show, food booths, music and visit from Spanish consulate.

Councilmember Duffy commented that Councilmember Judd had our meet and greet last Saturday, with really great attendance. We will add another one at a different location. There is a lot going on this weekend, I am looking forward to Sarah Ann Ranch holding movie night this weekend.

Mayor Hall encouraged everyone to attend the Fiesta Grande, it's really going to be fun! This Saturday from 5 to 9 p.m. in the original townsite off of Hollyhock Street. Also, October 16th will be Sunday in the Park from 3:00 p.m. to 7:00 p.m. at Mark Coronado Park, live music and food trucks.

- I. Other Business and Future Agenda Items

Councilmember Duffy asked for a work session on the Prasada Development. Seconded by Vice-Mayor Cline.

No other items requested.

- L. Adjournment

Vice-Mayor Cline made the motion to adjourn at 6:41 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, October 4, 2022.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 18, 2022
Submitting Department: City Clerk
Staff Recommendations:

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

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

Agenda Wording:

Consideration and action to approve a request by Agent, Andrea Lewkowitz for a New Series 12 (Restaurant) liquor license for **MOD Pizza** located at 13668 N. Prasada Parkway, #100, Surprise, AZ. 85388.

Motion:

I move to approve a request by Agent, Andrea Lewkowitz for a New Series 12 (Restaurant) liquor license for MOD Pizza located at 13668 N. Prasada Parkway, #100, Surprise, AZ. 85388.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. clerk rpt
 2. PoliceMODPizza
 3. CD MOD PIZZA - 13668 N Prasada Pkwy #100 - REPORT
 4. CD MOD PIZZA - 13668 N Prasada Pkwy #100 - REPORT
 5. FINANCE MOD PIZZA
 6. FIRE 13668 N Prasada Pkwy Ste 100 Mod Pizza
-



City Clerk's Office

Date: September 27, 2022

To: Lloyd Abrams/James Stewart – Community Development
Police Department, Thomas Hale/Chris Tovar - PD
Keith Tanner/Tom Abbott/Kevin Spirlong – Fire
Annie Vasquez, Customer Service Rep. – Finance

From: Sherry Ann Aguilar - City Clerk, MMC

Re: **Liquor License Application:**

Request as follows:

**AGENT, ANDREA LEWKOWITZ
MOD PIZZA**

13668 N. PRASADA PARKWAY, #100
SURPRISE, AZ. 85388

New Series 12 (NEW APPLICATION - RESTAURANT) – Job # 208191

The above referenced application has been submitted for consideration by the Surprise City Council at their **Regular Council Meeting** scheduled for:

Council Meeting Date: **Tuesday, October 18, 2022 - 6:00 p.m.**
Surprise City Hall - Council Chambers
16000 N. Civic Center Plaza

REPORT DUE DATE TO CITY CLERK

A copy of the application is attached for your review and comments. Please provide a written statement regarding this application by no later **than Thursday, October 6, 2022 - noon**, as the questions apply to your respective departments to the City Clerk.

COMMUNITY DEVELOPMENT DIRECTOR (Please respond to the following questions):

- 1) The number and series of licenses in close proximity of establishment.
- 2) The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.

- 3) The residential and commercial population in close proximity.
- 4) The effect or impact of the proposed premises on businesses or residential neighborhood whose activities might be affected by granting the license.
- 5) Review to ensure that parking space requirements meet City Code.
- 6) If the applicant has not applied for rezoning or has applied for rezoning but the requested zoning is not appropriate for a business as detailed in the application, the “**Denial**” can be given by the Zoning Division, and the reasons such denial are detailed on the Review Form.

POLICE DEPARTMENT (Please respond to the following questions):

- 1) Evidence concerning the nature of the proposed business, its potential market and its likely customers.
- 2) Effect of vehicular traffic in close proximity.
- 3) The history for the past five (5) years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the board.
- 4) Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.
- 5) Appropriateness of series license requested.

FIRE MARSHALL (Please respond to the following questions in written form):

- 1) Review property to ensure building or plot plan is in compliance with applicable fire codes.

TAX AND LICENSE DIVISION (Please respond to the following questions in written form):

- 1) Review to ensure that applicant has current business license, or has been contacted by Tax and Licensing regarding the need for a business license or is in the process of applying for a business license (whichever is applicable).

Please contact me if you have any questions – 222-1220.



City Clerk, MMC

SEPTEMBER 27, 2022

AGENT, ANDREA LEWKOWITZ
MOD PIZZA

13668 N. PRASADA PARKWAY, #100
SURPRISE, AZ. 85388

New Series 12 (NEW APPLICATION - RESTAURANT) – Job # 208191

E-Mail: ANDREA@LEWKLAW.COM

DEAR ANDREA LEWKOWITZ:

Please be advised that we are in receipt of your request for a new Series 12 (Restaurant) Application for **MOD PIZZA**, 13668 N. PRASADA PARKWAY, #100, SURPRISE, AZ. 85388

The notice for the applications has been posted on the property and will need to remain posted until the public hearing has taken place.

You are hereby notified that your presence is being requested in person by the City of Surprise Mayor and Council for the regular scheduled Council Meeting to be held on:

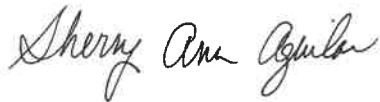
TUESDAY, OCTOBER 18, 2022 - 6:00 p.m.

Surprise City Hall - Council Chambers
16000 N. Civic Center Plaza

Upon receipt of this correspondence, please acknowledge receipt by email to clerk@surpriseaz.gov and advise who will be representing you at this meeting. Your cooperation is greatly appreciated.

If you have any questions, please call 623-222-1220.

Sincerely,



City Clerk, MMC

PUBLIC HEARING NOTICE

Notice is hereby given that the Surprise City Council will conduct a public hearing on **Tuesday, October 18, 2022 - 6:00 p.m.**, for a request by Andrea Lewkowitz for a new series 12 (Restaurant) liquor license **MOD Pizza** located at 13668 N. Prasada Parkway, Suite 100, Surprise, AZ. 85388.

The public hearing will be held in the City Council Chambers – 16000 N. Civic Center Plaza, Surprise, Arizona. Members of the public are invited to attend.

State of Arizona
Department of Liquor Licenses and Control

Created 09/20/2022 @ 11:47:47 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	MOD PIZZA		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	13668 N PRASADA PARKWAY SURPRISE, AZ 85388 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLA.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLA.COM

OWNER

Name: MOD SUPER FAST PIZZA LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: R18994173 State of Incorporation: DE
Incorporation Date: 02/28/2014
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
MOD SUPER FAST PIZZA INTERMEDIATE HOLDINGS II LLC	Member, Stockholder	100.00
BRIAN DAVID ROYSTON	12079900 & 12079906	
LAURA IVET YBARRA	SEE CASE NOTE	
JENNIFER LEE WILLIAMS	See Case Note	
RICHARD RAYMOND SEIDNER	012070011200	

MOD SUPER FAST PIZZA LLC - SEE CASE NOTE

Name: LAURA IVET YBARRA
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (520)955-4205
Alt. Phone:
Email: LAURA.YBARRA@MODPIZZA.COM

MOD SUPER FAST PIZZA LLC - 12079900 & 12079906

Name: BRIAN DAVID ROYSTON
Gender: Male
Correspondence Address: 610 SMITHFIELD STREET
STE 300
PITTSBURGH, PA 15222
USA
Phone: (623)243-9724
Alt. Phone:
Email:

MOD SUPER FAST PIZZA HOLDINGS LLC - CEO

Name: SCOTT TRIMBLE SVENSON
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (425)440-3389
Alt. Phone:
Email:

**MOD SUPER FAST PIZZA HOLDINGS LLC -
Member,Stockholder**

Name: MOD PWP BUYER LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

**MOD SUPER FAST PIZZA INTERMEDIATE
HOLDINGS I LLC - Member,Stockholder**

Name: MOD SUPER FAST PIZZA HOLDINGS LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

**MOD SUPER FAST PIZZA HOLDINGS LLC -
Member,Stockholder**

Name: SIENNA GROUP LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

SIENNA GROUP LLC - Member,Stockholder

Name: JOURNEY PARTNERS LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

**MOD SUPER FAST PIZZA LLC -
Member,Stockholder**

Name: MOD SUPER FAST PIZZA INTERMEDIATE HOLDINGS II LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

**MOD SUPER FAST PIZZA INTERMEDIATE
HOLDINGS II LLC - Stockholder, Member**

Name: MOD SUPER FAST PIZZA INTERMEDIATE HOLDINGS I LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MOD SUPER FAST PIZZA LLC - 012070011200

Name: RICHARD RAYMOND SEIDNER
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)326-1791
Alt. Phone:
Email: SOGGYPAW11@GMAIL.COM

MOD SUPER FAST PIZZA HOLDINGS LLC - CFO

Name: JOSHUA JOHN GUENSER
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (425)750-4712
Alt. Phone:
Email: JOSH.GUENSER@MODPIZZA.COM

MOD SUPER FAST PIZZA LLC - See Case Note

Name: JENNIFER LEE WILLIAMS
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)475-8836
Alt. Phone:
Email: JENNY.WILLIAMS@MODPIZZA.COM

MANAGERS

Name: SCOTT TRIMBLE SVENSON
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (425)440-3389
Alt. Phone:
Email:

Name: JOSHUA JOHN GUENSER
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (425)750-4712
Alt. Phone:
Email: JOSH.GUENSER@MODPIZZA.COM

APPLICATION INFORMATION

Application Number: 208191
Application Type: New Application **TA**
Created Date: 09/01/2022

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
TERMINATION AND/OR OTHER MONETARY PENALTIES
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes

- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0.00
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
JANUARY 2023
- 9) What type of business will this license be used for?
RESTAURANT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	MOD (Surprise)_Agt Ctzn - ADL.pdf	09/01/2022
QUESTIONNAIRE	MOD (Surprise)_Agt Q - ADL.pdf	09/01/2022
RECORDS REQUIRED FOR AUDIT	MOD (Surprise)_Audit Form.pdf	09/01/2022
QUESTIONNAIRE	MOD (Surprise)_CP Affidavit.pdf	09/01/2022
QUESTIONNAIRE	MOD (Surprise)_CP Josh Guenser (Q).pdf	09/01/2022
QUESTIONNAIRE	MOD (Surprise)_CP Scott Svenson (Q).pdf	09/01/2022
DIAGRAM/FLOOR PLAN	MOD (Surprise)_Diagram.pdf	09/01/2022
MENU	MOD (Surprise)_Menu.pdf	09/01/2022
RESTAURANT OPERATION PLAN	MOD (Surprise)_ROP.pdf	09/01/2022
ORGANIZATIONAL DOCUMENTS	MOD Super Fast Pizza, LLC_Ownership Chart.pdf	09/01/2022

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

REFERENCE:

DATE: October 5, 2022

APPLICATION NUMBER - 208191
Series #12 – New License

APPLICANT:

MOD PIZZA

13668 N. Prasada Parkway, #100
Surprise, Arizona 85388

FINDINGS:

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

Mod Pizza is a new fast casual restaurant, under construction, serving specialty personal pizzas for lunch and dinner. There is proposed seating for 74 persons. The potential market should be customers of all ages from Surprise and the general area. There is no separate bar in the restaurant. Mod Pizza is projected to open in January 2023.

- 2) *Effect of vehicular traffic in close proximity.*

The addition of the restaurant and liquor license should have no great impact on traffic in the area. The area is under construction and there will be ample ingress and egress for the area. The restaurant will be in a shopping plaza within the large Prasada retail center in the immediate area.

- 3) *The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.*

N/A. New Construction.

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

The hours of operations are unknown specifically for this location, but numerous other locations around the valley are opened from 10:30 AM to 10 PM from Sunday thru Thursday and 10:30 AM to 11 PM on Fridays and Saturdays. There are currently some other businesses being constructed in the general area and some that have opened, including a Black Rock Coffee, and other fast-food restaurants. There is also a Honor Health Emergency Room that is open 24 hours a day.

- 5) *Appropriateness of series license requested.*

A series 12 license is appropriate and applicable for Mod Pizza, per state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059



COMMUNITY DEVELOPMENT DEPARTMENT

Date: October 5, 2022
To: Sherry Aguilar, City Clerk
From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Andrea Lewkowitz/Agent
MOD Pizza
13668 N. Prasada Parkway #100
Surprise, Arizona 85388
Series 12 (New Application - Restaurant)- Job # 208191**

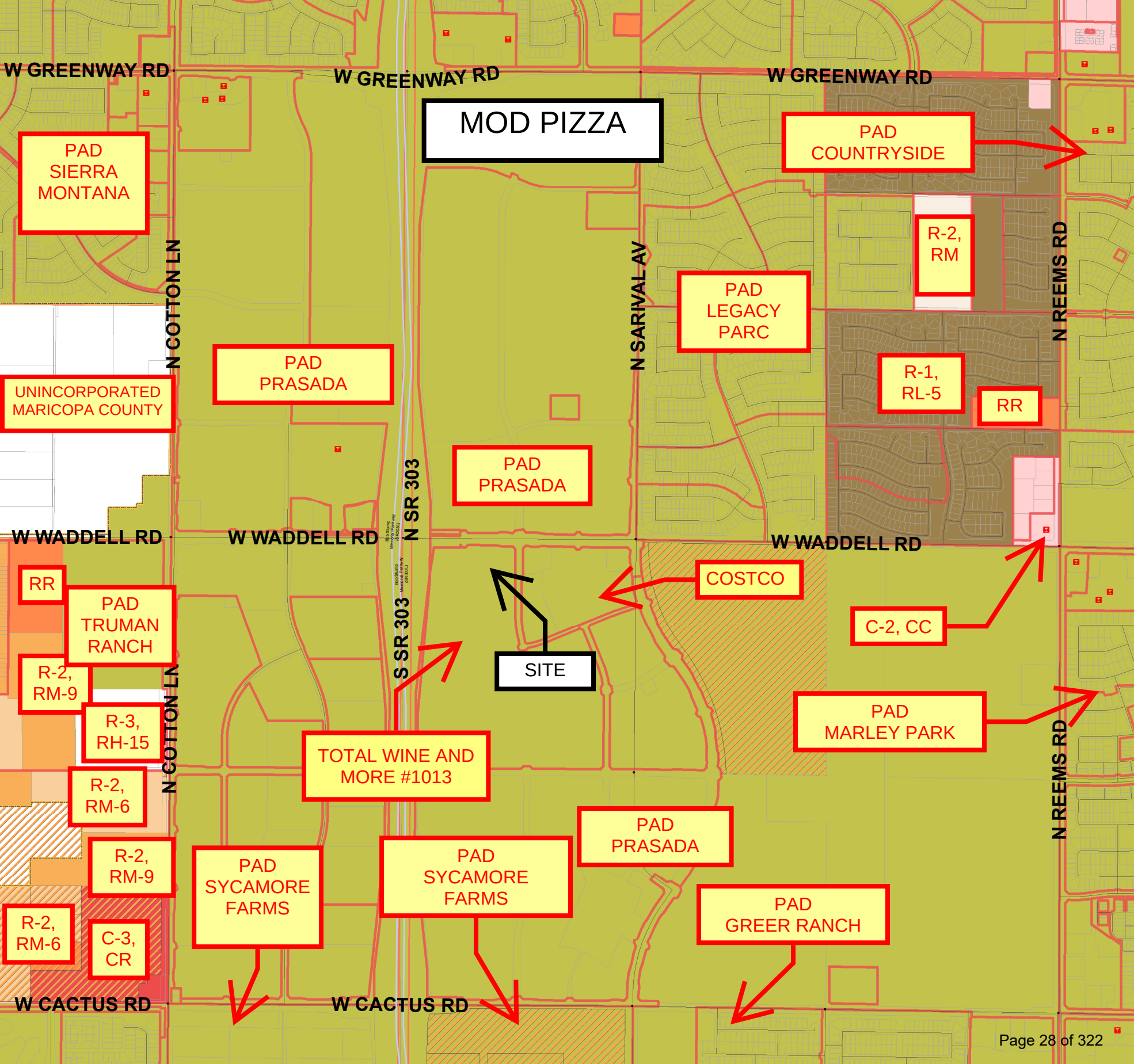
The number and series of licenses in close proximity to the subject site are:

1. Walmart # 5429 (Series 9) – 14111 N. Prasada Gateway Ave.
2. CVS Pharmacy # 5530 (Series 9) – 15300 N. Cotton Ln.
3. Fry's Marketplace # 680 (Series 9) – 15215 N. Cotton Ln.
4. 1 Brothers Pizza (Series 12) – 16995 W. Greenway Rd.
5. Frederico's Mexican Food (Series 12) – 16995 W Greenway Rd. #100
6. Ben's Pizza (Series 12) – 16630 W. Greenway Rd. # 326 (EXPIRED)
7. Big Buddha (Series 12) – 16572 W. Greenway Rd. #115
8. CVS Pharmacy # 5477 (Series # 9) – 15474 W Greenway Rd.
9. Barro's Pizza (Series 12) – 15403 W. Greenway Rd. #104
10. Wal-Mart Neighborhood Market # 4218 (Series 9) – 15431 W. Greenway Rd.
11. Walgreens # 7933 (Series 9) – 15514 W. Waddell Rd.
12. 4 Sons Food Store (Series 10) – 15445 W. Waddell Rd.
13. Bashas' # 137 (Series 9) – 15367 W. Waddell Rd.
14. Vogue Bistro (Series 12) – 15411 W. Waddell Rd. # 108
15. ARCO AM/PM (Series 10) – 15433 W. Cactus Rd. (EXPIRED)
16. Costco Wholesale #1375 (Series 09) – 16385 W. Waddell Rd.
17. Total Wine and More #1013 (Series 9) – 13440 N. Prasada Pkwy.

The immediate area is comprised of commercial zoning. The property is zoned PAD, Prasada (Commercial) which is consistent with the proposed use.

Commercial and residential growth is expected.

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



MOD PIZZA

PAD COUNTRYSIDE

R-2, RM

PAD LEGACY PARC

R-1, RL-5

RR

PAD PRASADA

PAD PRASADA

COSTCO

C-2, CC

PAD MARLEY PARK

PAD PRASADA

PAD GREER RANCH

PAD SYCAMORE FARMS

PAD SYCAMORE FARMS

TOTAL WINE AND MORE #1013

SITE

PAD TRUMAN RANCH

RR

R-2, RM-9

R-3, RH-15

R-2, RM-6

R-2, RM-9

R-2, RM-6

C-3, CR

PAD SIERRA MONTANA

UNINCORPORATED MARICOPA COUNTY



MEMO

Date: 10/5/22

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

From: Annie Vazquez

RE: Liquor License Application – Mod Pizza - 13668 N Prasada Parkway Ste 100

Business License Status:

- ☒ Application link emailed on 10/5/22 .
- ☐ License # , current and valid for .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



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



October 3, 2022

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Mod Pizza
13668 N Prasada Parkway, #100
Surprise, AZ 85388

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

If you have any questions feel free to contact me.

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 18, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 4

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

Agenda Wording:

Consideration and action to approve a **Class "A" Bingo License for Sunflower RV Resort** located at 16501 N. El Mirage Road, Surprise, AZ. 85378.

Motion:

I move to approve a Class "A" Bingo License for Sunflower RV Resort located at 16501 N. El Mirage Road, Surprise, AZ. 85378.

Background:

This request is of a routine nature. No concerns are noted for this request.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. sunflower bingo_Redacted
-



Sunflower RV Resort

16501 N. El Mirage Rd, Surprise, AZ 85378

October 3, 2022

City of Surprise
Sherry Ann Aguilar, City Clerk, MMC
16000 N. Civic Center Plaza
Surprise, AZ 85374

RE: Sunflower RV Resort
Application for Class-A Bingo License

Dear Sherry:

Enclosed please find the following documentation regarding the above-referenced application:

1. Application for Bingo License (ADOR 10331);
2. Bingo Participation List and executed Affidavits (ADOR 10327);
3. Copy of January 19, 2022 Invoice for Cactus Bingo Supply, LLC.

Please note that we use an electronic bingo board which was purchase in 2017 and do not have any invoice to provide.

Thank you in advance for your time and consideration in this matter. Should you have any questions please feel free to call me at 623-583-9374.

Sincerely,

Colette Zendarski
Administrative Clerk

**This Application for Bingo License Packet includes:**

- Arizona Form 833 — Application for Bingo License
- Arizona Form 830 — Affidavit
- Arizona Form 832 —
Endorsement by Local Governing Body

It is advisable that you obtain and review a copy of the Arizona Revised Statutes on "Games of Bingo" and the Administrative Rules prior to initiating an application. These documents outline qualifications and requirements for obtaining a bingo license and may be obtained from:

- www.azleg.gov/ and
- www.azsos.gov/public_services/table_of_contents.htm

All forms must be complete and legible. *Please type or print using black ink only.* Forms are available in a fillable pdf format at Arizona Department of Revenue (ADOR) web site www.azdor.gov. Be sure to include on your application a telephone number where you (or another party responsible for the games) can be reached during the day.

The bingo license package for **new** license and appropriate fees must be sent to and approved by the local governing body (the city council for incorporated cities or the county board of supervisors for unincorporated areas) prior to submission to the ADOR Bingo Section. Upon their approval or disapproval, the local governing body will forward the license package to the ADOR Bingo Section.

Endorsement By Local Governing Body Form

Complete lines 2, 3, and 4 of *Arizona Form 832, Endorsement by Local Governing Body* and submit to your local governing body with the bingo license package. **A bingo license cannot be issued until this form is received by the ADOR Bingo Section.**

As part of the review of your application for a bingo license, the ADOR **Bingo Section will conduct an analysis of any purchase agreement for either equipment and/or real property to determine that such agreement is bona fide.** This analysis is conducted pursuant to A.R.S. 5-406.F. The Bingo Section does not "approve" these agreements as to content or other legal ramifications. You are strongly advised to consult with independent legal counsel to determine your rights and obligations under these agreements.

If you need additional forms or have any questions, please call the ADOR Bingo Section in Phoenix at (602) 716-7801.

CHECKLIST:

Send copies of all documents listed below unless otherwise noted. Before mailing, check to make sure that you have included the following:

- ☒ **Original** completed Application for Bingo License (Arizona Form 833).
- ☒ **Original** completed affidavits (Arizona Form 830). Class B and Class C applicants must include a completed affidavit for each person participating in the conduct of your games. Class A applicants must include a complete affidavit for each person participating as a manager, proceeds coordinator and supervisors.
- ☐ Rental agreement if more than one licensee is using the same rented premises in which to hold bingo.
- ☐ Application for Special Bonus Game (Arizona Form 831) available at www.azdor.gov. If you do not conduct special bonus games do not complete the application.
- ☒ License fee payable to the Arizona Department of Revenue:

License Type	Fee
Class A	\$10.00
Class B	\$50.00
Class C	\$200.00
- ☐ The local governing body fee will be payable to the appropriate local governing entity:

License Type	Fee
Class A	\$5.00
Class B	\$25.00
Class C	\$50.00
- ☐ If applying as a **qualified organization**, a current membership list must be submitted and must indicate initial membership dates for all members of the applicant organization. Any person from any branch of the applicant who will be participating in the operation of bingo games must be included on the membership list.
- ☐ If applying as a **qualified organization**, the following must be submitted: charter documents, articles of incorporation, corporate bylaws, articles of association, minutes of the establishment meeting, and minutes of meetings for two years (two months of each year) immediately prior to the date of application for the applicant, parent and auxiliary.
- ☐ Purchase agreement for real property (where applicable).
- ☒ Purchase agreement/bill of sale for bingo equipment and supplies.
- ☒ **Original** local governing body endorsement.

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- **All bingo licenses expire one year from the date of issue.** To continue conducting live bingo games, you must renew your license prior to the expiration date pursuant to A.R.S. §§ 5-403(C) and 5-410.

1 Applicant's Name Sunflower RV Resort		
2a Mailing Address 16501 N. El Mirage Road		
2b City Surprise	State AZ	ZIP Code 85378
3a Administrative Office Location 16501 N. El Mirage Rd		
3b City Surprise	State AZ	ZIP Code 85378
4a Name of Contact Person Deanna Tyson	4b Telephone No. [REDACTED]	
4c E-mail Address [REDACTED]	4c Fax No.	

Falsification of information contained in this application constitutes a Class 6 felony.

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

88

81 PM

80 RCVD

5 Class B and Class C license applicants only: If applying as a qualified organization, *check one box* to indicate the type of organization:

- | | | | |
|-------------------------------------|--|---|--|
| ☐ Charitable | ☐ Social | ☐ Religious | ☐ Veterans |
| ☐ Fraternal | ☐ Volunteer Fire Department | ☐ Homeowners Association | ☐ Nonprofit Ambulance Service |

6 Class B and Class C license applicants only applying as a qualified organization, ***provide parent or auxiliary information:***

6a Parent Name	6b Auxiliary Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

7 Class B and Class C license applicants only applying as a qualified organization, ***list the current officers or Board of Directors of the organization:***

7a Name	7b Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code
7c Name	7d Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

8 Class B and Class C license applicants only: Bingo checking account information:

Checking Account Number	Bank Name	Bank Branch
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Continued on page 2 ➔

Applicant's Name (as shown on page 1)

Sunflower RV Resort

APPLICATION FOR BINGO LICENSE

9 Class B and Class C license applicants only: Bingo interest-bearing account information:

Account Number	Bank Name	Bank Branch

10 Class B and Class C license applicants only: List all officers and/or supervisors authorized to sign checks from the accounts listed above. If applying as a qualified organization, all supervisors must be members of the applicant:

10a Name	10b Name
Title	Title

11 List the name(s) of the one or two persons who will serve as managers. If applying as a qualified organization, these persons must be members of the applicant. Each person must submit an affidavit.

11a Name	11b Name
Susan Mag	
Title	Title
Manager	

12 List the name of the one person designated as proceeds coordinator. If applying as a qualified organization, this person must be an officer or director and a member of the applicant. Each person must submit an affidavit.

Name	Title
Garry Sarut	Proceeds Coordinator

13 List the name(s) of the person(s) who will serve as supervisor. If applying as a qualified organization, each person must be a member of the applicant. Each person must submit an affidavit. If additional names are required, please attach affidavits.

13a Name	13b Name
See attached Participation List	
Title	Title

14 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person must be a member or new member of the applicant. Except for "Class A" licensees, each person must submit an affidavit.

14a Name	14b Name
See attached Participation List	
14c Name	14d Name

15 Street address of the PHYSICAL location where live bingo will be played:

16501 N. El Mirage Rd, Surprise, AZ 85378

16 Games of Bingo must not exceed 5 days a week. Indicate the time on each respective day that live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.
☐ p.m.	☐ p.m.	☐ p.m.	6:00 ☒ p.m.	☐ p.m.	☐ p.m.	☐ p.m.

Continued on page 3 →

Applicant's Name (as shown on page 1)

Sunflower RV Resort

APPLICATION FOR BINGO LICENSE**17** Indicate the type of premises where bingo will be played. *Check one box:***a** ☒ Neither rent nor mortgage will be paid from bingo funds.**b** ☐ Rented or leased. *Attach rental affidavit and copy of rental agreement.*

Landlord's Name	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

c ☐ Owned solely by the organization. *Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:*

Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

d ☐ Owned jointly with other organization. *Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:*

1) Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
2) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
3) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

18 List bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises:

18a Name	18b Name
None	
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

Continued on page 4 ➔

Applicant's Name (as shown on page 1)

Sunflower RV Resort

APPLICATION FOR BINGO LICENSE

19 Expected bingo expenses:

a Mortgage: \$ _____ per month

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

b Rent: \$ _____ per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

c Janitorial Services: \$ _____ per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

d Accounting Services: \$ _____ per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

e Security Services: \$ _____ per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

f Bingo Supplies: \$ 150.00 per month

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Cactus Bingo Supply, LLC	3210 E Roeser Rd., Suite 15		
Telephone number (with area code)	City	State	ZIP Code
(800) 544-0984	Phoenix	AZ	85040

20 Who is your live bingo supplier? (For all bingo supplies). Do you foresee purchasing/renting machines as "technological aids for your live bingo games?"
No

Continued on page 5 →

Applicant's Name (as shown on page 1)

Sunflower RV Resort

APPLICATION FOR BINGO LICENSE

I, Deanna Tyson, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.

Deanna Tyson
APPLICANT'S SIGNATURE

10/3/22
DATE

Activity Director
TITLE

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007
☎ (602) 716-7801

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

☐ Approved

☐ Disapproved

☐ Class A License

☐ Class B License

☐ Class C License

Reviewer's Name (please print)

Date

License Number

Effective Date

Expiration Date

FOR OFFICIAL USE ONLY PURSUANT TO A.R.S. § 5-404.A

- **License Applicants:** Complete lines 2, 3, and 4. Submit with entire license package to local governing body.
- **Local Governing Body:** Complete and return with license package to the Department of Revenue Bingo Section. A.R.S. §§ 5-409 and 5-410

☐ New Application ☐ Change of Location		Date	License Number
From (Name of local governing body)			
Address (number and street, PO Box)			
City	State	ZIP Code	
Phone No. (with area code)			
REVENUE USE ONLY. DO NOT MARK IN THIS AREA.			
		81 PM	80 RCVD

- 1 This is to certify that on _____ a hearing was conducted pursuant to Arizona Revised Statute, Title 5, Chapter 4, in the matter of:
- ☐ Application for a bingo license by the following applicant.
- ☐ Application for a bingo license location transfer.

2 Applicant's Name

3 Location/Address where live bingo will be conducted: City State ZIP Code

4 Fill in the time on the days live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.
☐ p.m.	☐ p.m.	☐ p.m.	☐ p.m.	☐ p.m.	☐ p.m.	☐ p.m.

5 Who is your live bingo supplier?

6 Recommendation for the application: ☐ Approved ☐ Disapproved

7 Specific reasons for disapproval are hereby listed pursuant to A.R.S. § 5-404.1:

This endorsement must be signed by a delegated authority of the local governing body.

PRINTED NAME

SIGNATURE

DATE

TITLE

Please mail to:
 Arizona Department of Revenue
 1600 W Monroe Street, Division Code 22
 Phoenix, AZ 85007

☎ (602) 716-7801

SUNFLOWER RV RESORT
16501 N. El Mirage Rd
Surprise, AZ 85378
623-583-9374

BINGO PARTICIPATION LIST

SUPERVISORS:

Mary Lou Carey
Susan Mag
Garry Sarut
Deanna Tyson
Heather Ricciotti
Dustin Yoder

ASSISTANTS:

Cynthia Andrews
Cindi Carnein
Janet Clark
Karen Fioramonti
Billie Higgins
Ruth Klackiewicz
Rich Klackiewicz
Shelia Nance
Linda Pierce
Barb Roderick
Colette Zendarski

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name			License Number	
Position (check the appropriate boxes): ☒ Manager ☐ Supervisor ☐ Proceed Coordinator ☐ Assistant				
Affiant's Name <u>MARY LOU CAREY</u>			REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88 81 PM 80 RCVD	
[Redacted]				
[Redacted]				
City <u>SURPRISE</u>	State <u>AZ</u>	ZIP Code <u>85378</u>		
[Redacted]			Work Phone No. (with area code)	

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☐ No	Date Joined Organization <u>MM/DD/YYYY</u>
Officers? ☐ Yes ☐ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☐ No If "Yes", list license number(s):	

I, MARY LOU CAREY, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

MaryLouise Carey
Signature of Affiant

1-11-2022
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number	
Position (check the appropriate boxes): ☒ Manager ☐ Supervisor ☐ Proceed Coordinator ☐ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 	
Affiant's Name Susan Mag			
Address 			
City Surprise	State AZ	ZIP Code 85378	
Home Phone No. (with area code) 	Work Phone No. (with area code)		
		81 PM	80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Susan Mag, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

DocuSigned by:

 Signature of Affiant

8/16/2022

Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

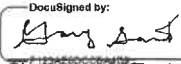
This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT			License Number	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☒ Proceed Coordinator ☐ Assistant			REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 	
Affiant's Name Garry Sarut				
Address 		Date of Birth 		
City Surprise	State AZ	ZIP Code 85378		81 PM
Home Phone No. (with area code) 		Work Phone No. (with area code)		80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Garry Sarut AFFIANT'S NAME, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

DocuSigned by:

 Signature of Affiant

8/16/2022

Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

(602) 716-7801

**Arizona Form
830**

Affidavit

Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number	
Position (check the appropriate boxes): ☐ Manager ☒ Supervisor ☐ Proceed Coordinator ☐ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88	
Affiant's Name Deanna Tyson			
Social Security Number [REDACTED]			
Address 16501 N. El Mirage Rd			
City Surprise	State AZ		
Home Phone No. (with area code) [REDACTED]	Work Phone No. (with area code)		81 PM
			80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Deanna Tyson AFFIANT'S NAME, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Deanna N. Tyson
Signature of Affiant

9/20/2022
Date

**Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007**

☎ (602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number		
Position (check the appropriate boxes): ☐ Manager ☒ Supervisor ☐ Proceed Coordinator ☐ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. [88] [81] PM [80] RCVD		
Affiant's Name Heather Ricciotti				
Social Security Number	Date of Birth			
Address				
City	State			ZIP Code
Peoria	AZ	85381		
Home Phone No. (with area code)	Work Phone No. (with area code)			

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Heather Ricciotti, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.


Signature of Affiant

9-20-2022
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

**Arizona Form
830**

Affidavit

Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT Position (check the appropriate boxes): ☐ Manager ☒ Supervisor ☐ Proceed Coordinator ☐ Assistant		License Number
Affiant's Name Dustin Yoder Social Security Number 		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88 81 PM 80 RCVD
Date of Birth 		
City 	State AZ	
ZIP Code 85023		
Home Phone No. (with area code) 	Work Phone No. (with area code) 	

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Dustin Yoder, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Signature of Affiant

Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88	
Affiant's Name Cynthia Andrews			
Social Security Number [REDACTED]		Date of Birth [REDACTED]	
Address [REDACTED]			
City Graham	State WA	ZIP Code 98338	
Home Phone No. (with area code) [REDACTED]	Work Phone No. (with area code) [REDACTED]		
81 PM		80 RCVD	

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Cynthia Andrews, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

DocuSigned by:
Cynthia Andrews
Signature of Affiant

8/16/2022

Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

(602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88	
Affiant's Name Cynthia Carnein			
Social Security Number not required			
Address [REDACTED]			
City Williamsport	State OH	ZIP Code 43164	
Home Phone No. (with area code) [REDACTED]	Work Phone No. (with area code)		81 PM 80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Cynthia Carnein, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

DocuSigned by:
Cindi Carnein
Signature of Affiant

08/16/2022
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

**Arizona Form
830**
Affidavit
Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT			License Number	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant			REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 	
Affiant's Name Janet Clark				
Address 1 Rodeo Place				
City Billings	State MT	ZIP Code 59102		
Home Phone No. (with area code) 	Work Phone No. (with area code)		81 PM	80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, **Janet Clark**, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

DocuSigned by:

Janet Clark

Signature of Affiant

8/15/2022

Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

(602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number		
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88 81 PM 80 RCVD		
Affiant's Name Karen Fioramonti				
Address [REDACTED]				
City Surprise	State AZ			ZIP Code 85378
Home Phone No. (with area code) [REDACTED]	Work Phone No. (with area code)			

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Karen Fioramonti AFFIANT'S NAME, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.


Signature of Affiant

8-12-22
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88	
Affiant's Name Billie Higgins			
Social Security Number [REDACTED]			
Address [REDACTED]			
City Surprise	State AZ	ZIP Code 85378	
Home Phone No. (with area code) [REDACTED]	Work Phone No. (with area code)		81 PM 80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, **Billie Higgins** AFFIANT'S NAME, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

DocuSigned by:
Billie Higgins
Signature of Affiant

8/19/2022
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

(602) 716-7801

**Arizona Form
830**
Affidavit
Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 	
Affiant's Name Ruth Klaczkiewicz			
Social Security Number 		Date of Birth 	
Address 			
City Saginaw	State MI	ZIP Code 48609	
Home Phone No. (with area code) 	Work Phone No. (with area code)		

81

 PM

80

 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization M M D D Y Y Y Y
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Ruth Klaczkiewicz, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

DocuSigned by:

Ruth Klaczkiewicz

Signature of Affiant

9/20/2022

Date

Please mail to:
 Arizona Department of Revenue
 1600 W Monroe Street, Division Code 22
 Phoenix, AZ 85007

☎ (602) 716-7801

**Arizona Form
830**
Affidavit
Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number 	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 	
Affiant's Name Rich Klaczekiewicz			
Social Security Number 		Date of Birth 	
Address 			
State MI		ZIP Code 48609	
Home Phone No. (with area code) 		Work Phone No. (with area code) 	
Saginaw		81 PM	80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization M M D D Y Y Y Y
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Rich Klaczekiewicz, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

DocuSigned by:

Rich Klaczekiewicz

Signature of Affiant

9/20/2022

Date

Please mail to:
 Arizona Department of Revenue
 1600 W Monroe Street, Division Code 22
 Phoenix, AZ 85007

☎ (602) 716-7801

Bingo

Page 54 of 322

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. [88] [81] PM [80] RCVD	
Affiant's Name Barb Roderick			
[REDACTED]			
[REDACTED]			
City Surprise	State AZ	ZIP Code 85378	
Phone No. (with area code) [REDACTED]			

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Barb Roderick, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Barbara Roderick
Signature of Affiant

8/12/22
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88	
Affiant's Name Linda Pierce			
Address [REDACTED]			
City Raymond	State NE		
Home Phone No. (with area code) [REDACTED]	Work Phone No. (with area code)	81 PM	80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Linda Pierce AFFIANT'S NAME, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

DocuSigned by:
Linda Pierce
Signature of Affiant

8/23/2022

Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name SUNFLOWER RV RESORT		License Number	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. [88] [81] PM [80] RCVD	
Affiant's Name Colette Zendarski			
Social Security Number	Date of Birth		
Address			
State AZ	ZIP Code 85378		
Surprise	Home Phone No. (with area code)	Work Phone No. (with area code)	

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☒ No	Date Joined Organization
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Colette Zendarski, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Colette Zendarski
Signature of Affiant
09/20/2022
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

Invoice

CACTUS BINGO SUPPLY, LLC.
3210 E Roeser Rd Suite 15
Phoenix, AZ 85040
(800) 544-0984

Invoice Number: 0108742-IN

Invoice Date: 1/19/2022

Order Number:

Order Date

Salesperson: 0400

Customer Number: SFRV

Sold To:

SUNFLOWER RV ACTIVITIES
AMBER NEWMARKS
16501 N EL MIRAGE RD
SURPRISE, AZ 85378

Ship To:

SUNFLOWER RV ACTIVITIES
AMBER NEWMARKS
16501 N EL MIRAGE RD
SURPRISE, AZ 85378

Customer P.O.	Ship VIA	F.O.B.	Terms			
			Net 30			
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
F3V1827YE	SET	1.00	1.00	0.00	34.00	34.00
3ONV 18-27000 YW 3000 SHTS			Whse: 000			
IDF4	DOZ	5.00	5.00	0.00	10.20	51.00
4OZ DABBIN FEVER, PER DZ			Whse: 000			

A FINANCE CHARGE OF 1.5% WILL BE ADDED TO ALL
INVOICES OVER 60 DAYS**WWW.CACTUSBINGOSUPPLY.COM**

Net Invoice:	85.00
Less Discount:	0.00
Freight:	15.00
Sales Tax:	7.32
Invoice Total:	107.32



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 2022
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF
District: Citywide

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

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2023 budget by moving budget authority in the amount of \$33,400 within the Grants Fund for the purpose of accepting two grants from the Arizona Governor's Office of Highway Safety (GOHS) to advocate for child seat safety and youth alcohol awareness; Resolution # 2022-100.

Motion:

I move to approve Resolution # 2022-100.

Background:

The Surprise Fire-Medical Department (SFMD) was awarded two FFY2023 grants from the Governor's Office of Highway Safety (GOHS).

The Youth Alcohol Awareness grant provides funding to support the department's Impaired and Distracted Driving Campaign. In previous years, the SFMD, Surprise Police Department (SPD), and selected students from a high school within the Dysart Unified School District participate in a mock crash scenario to convey the importance of safe, distraction-free, sober driving. The last two years planned crashes were not conducted due to Covid restrictions. For the FFY23 grant, \$15,000 in funding was awarded for the creation and advertisement of a Public Service Announcement (PSA) about the damages of Impaired and Distracted Driving. The new PSA will be advertised in the local movie theater and on multiple social media platforms. The SFMD has received Youth Alcohol Awareness funding from GOHS for the past six fiscal years.

The Occupant Protection grant provides funding to support the department's car seat program. Car seats will be purchased and awarded to individuals that demonstrate a need for a safe seat for a child in their care, as well as provide training to certified car seat technicians. For the FFY23 grant, \$18,395 in funding was awarded to grow and expand the reach of the current car seat program. The SFMD has received Occupant Protection funding from GOHS for the past five fiscal years.

Objective Analysis:

The Youth Alcohol Awareness funding provides an opportunity to educate the younger population in the community on the long term effects and consequences of impaired and distracted driving. Additionally,

the new PSA can be used for many years and will reach a larger audience.

The Occupant Protection funding will be utilized to purchase car seats and educate the public on proper restraint use to decrease injuries and death to child passengers. The funding will allow SFMD to purchase additional car seats and booster seats for distribution.

Policy Compliant:

The grant terms are compliant with the Grants Policies and Procedures and the budget amendment is in compliance with the Comprehensive Financial Management Policy.

Financial Impact:

This action will authorize the acceptance of two one-time grant awards totaling \$33,400 for overtime, in-state travel, supplies and services to support current SFMD programs. There is no city-match requirement.

Budget Impact:

The FY2023 adopted budget did not include appropriations for revenue and expenses related to the two GOHS grants awarded to the Fire-Medical department. Acceptance of the grants will require a movement of budget authority \$15,000 from within the Grants/Contingency Fund to project G34125 and \$18,400 from within the Grants/Contingency Fund to project G34135 to cover expenses associated with the acceptance of two grants from the Governor's Office of Highway Safety. The awarded grants will support the Fire-Medical Department's car seat program, and Impaired and Distracted Driving Campaign. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. 22.09.20 FY23 GOHS SFMD RES 2022-100
 2. FFY23 GOHS - OP - Contract-2023-OP-013
 3. FFY23 GOHS - PTS - Contract-2023-PTS-063
-

RESOLUTION # 2022-100

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF TWO GRANTS FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY OF \$33,400 FROM GRANTS CONTINGENCY TO TWO PROJECTS WITHIN THE GRANTS FUND.

WHEREAS, the Governor's Office of Highway Safety has awarded the City of Surprise, acting through its Fire-Medical Department, a Distracted Driving Awareness grant in the amount of \$15,000 in support of the Fiscal Year 2023 Surprise Fire-Medical Department Impaired and Distracted Driving Campaign;

WHEREAS, the Governor's Office of Highway Safety has also awarded the City of Surprise, acting through its Fire-Medical Department, an Occupant Protection grant in the amount of \$18,395 in support of the Fiscal Year 2023 Surprise Fire-Medical Department Car Seat Program;

WHEREAS, the City desires to accept the grant funding from the Governor's Office of Highway Safety in the above amounts totaling \$33,395;

WHEREAS, the Fiscal Year 2023 Budget was adopted by Council Resolution #2022-56 on June 7, 2022;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. The Distracted Driving Awareness and Occupant Protection grants are accepted and the City Manager, or his designee, is hereby authorized to execute all documents and take any action necessary to implement acceptance.

Section 2. 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.

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2022-100**Exhibit A**

1. Appropriation- The allocation below represents a movement of budget authority in the amount of \$15,000 from within the Grants/Contingency Fund to project G34125 and \$18,400 from within the Grants/Contingency Fund to project G34135 to cover expenses associated with the acceptance of two grants from the Governor's Office of Highway Safety. The awarded grants will support the Fire-Medical Department's car seat program, and Impaired and Distracted Driving Campaign. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34125 FFY23 GOHS DUI	R	-	15,000	15,000
Grants	Fire - Medical	#G34135 FFY23 GOHS Occupant Protection	R	-	18,400	18,400
Grants/ Contingency	General Operations	Other	R	3,319,500	(33,400)	3,286,100
Grants	Fire - Medical	#G34125 FFY23 GOHS DUI	E	-	15,000	15,000
Grants	Fire - Medical	#G34135 FFY23 GOHS Occupant Protection	E	-	18,400	18,400
Grants/ Contingency	General Operations	Contingency	E	3,312,700	(33,400)	3,279,300
Expense Total				3,312,700	-	3,312,700
Revenue Total				3,319,500	-	3,319,500



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Fire Chief Tom Abbott
Surprise Fire Department
14250 West Statler Plaza, Suite 101
Surprise, Arizona, 85374

PROJECT REFERENCE:

Contract Number: 2023-OP-013

Total Estimated Costs: \$18,395.00

Purpose of Project: Occupant Protection Awareness,
Related Professional and Outside Services (CPST
Training), In-State Travel (State Events), Materials and
Supplies (Car Seats, Site Set-up Materials)

Dear Fire Chief Abbott:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
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

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 Fire Department	GOHS CONTRACT NUMBER: 2023-OP-013	
ADDRESS 14250 W. Statler Plaza, Ste. 101, Surprise, AZ 85374	PROGRAM AREA: 402-OP	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Jamie Michler	
ADDRESS 16001 N. Civic Center Dr., Surprise, AZ 85374	3. PROJECT TITLE: Occupant Protection Awareness, Related Professional and Outside Services (CPST Training), In-State Travel (State Events), and Materials and Supplies (Car Seats, Site Set-up Materials)	
4. GUIDELINES: 402–Occupant Protection (OP)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, Professional and Outside Services, In-State Travel, and Materials and Supplies: Car seats, Site set-up materials to enhance Occupant Protection throughout the City of Surprise.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2023	
I. Personnel Services	\$1,190.00	
II. Employee Related Expenses (31.96%)	\$380.00	
III. Professional and Outside Services	\$410.00	
IV. Travel In-State	\$1,000.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$15,415.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$18,395.00	
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: \$18,395.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Organization Size: 184

Total Population in city/town or county served: 143,148

County Served: Maricopa County

Agency Problem/Attempts to Solve Problem:

Child safety seats are a critical, life-saving tool in the event of a motor vehicle accident (MVA). According to COSPD's 2019 Annual Report and their latest statistics running 20-21, the City of Surprise (COS) had a total of 6, 1023 traffic collisions where 767 injuries were reported, along with 14 fatalities (#3 & current department data). In relation, SFMD's EMS records show that 183 of these incidents involved children ages 0-12yo.

If funded, the Department will be able to ensure they have the ability to train and certify enough technicians, while not impacting the department's current budget restraints. The funding for the 50 car seats and 50 booster seats will also allow the department to continue with the mission of providing safety to the citizens of Surprise. This funding will allow children in the community to be safely transported, and reduce the number of unrestrained or improperly restrained MVA related injuries to the youth.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, Professional and Outside Services, In-State Travel, and Materials and Supplies: Car seats, Site set-up materials to enhance Occupant Protection throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The department will also use high-back and no-back boosters as a more cost-effective means to provide families what they need for child safety seats for older children. The Surprise Fire Department will distribute the seats to caregivers at various public events and car seat clinics. By providing car seats/boosters for children who would otherwise travel improperly restrained or unrestrained, the Surprise Fire Department hopes to decrease injury and death to child passengers.

PROJECT MEASURES:**Contract Objectives:**

1. The SFMD's car seat technicians will complete CEUs in accordance with the National CPS Certification Policies & Procedures to maintain certifications.
2. The SFMD will host one to three car seat clinics per month to install and check car seats for the public. Grant funded seats will be distributed as appropriate.
3. The SFMD will participate in one to two larger safety events to promote car seat safety. Grant funded seats will be distributed as appropriate.
4. The SFMD will post two car seat tips/facts on their social media pages per quarter, and achieve a minimum of 500 people reached per post.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, Professional and Outside Services, In-State Travel, and Materials and Supplies: Car seats, Site set-up materials to enhance Occupant Protection throughout the City of Surprise.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

The Surprise Fire Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Fire 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 Fire Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Awareness Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Professional and Outside Services - To support/purchase/procure Professional and Outside Services for Occupant Protection Activities by purchasing/procuring the following: CPST Training

Travel In-State - To complete/attend the following travel in-state for Occupant Protection Activities: State Events

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Activities: Car seats, Site set-up 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.

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Fire Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
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:

Tom Abbott, Fire Chief, Surprise Fire Department, shall serve as Project Director.

Jamie Michler, Community Education Specialist, Surprise Fire Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and 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)	\$1,190.00
II.	Employee Related Expenses (ERE) (31.96%)	\$380.00
III.	Professional and Outside Services CPST Training	\$410.00
IV.	Travel In-State State Events	\$1,000.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Car seats, Site set-up materials	\$15,415.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$18,395.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Fire Department shall absorb any and all expenditures in excess of \$18,395.00.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: Jennifer FeltonTitle: Financial Mgmt. Analyst Sr.Telephone Number: 623-222-5012 Fax Number: 623-222-5001E-mail Address: jennifer.felton@surpriseaz.gov**2. Agency's Fiscal Contact:**Name: Jennifer FeltonTitle: Financial Mgmt. Analyst Sr.Telephone Number: 623-222-5012 Fax Number: 623-222-5001E-mail Address: jennifer.felton@surpriseaz.govFederal Identification Number: 86-6007796**3. *REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

City of Surprise

Warrant/Check to be mailed to:

City of Surprise

(Agency)

16000 N. Civic Center Plaza

(Address)

Surprise, AZ 85374

(City, State, Zip Code)

4. *Unique Entity Identifier:*021 64 8636

(Unique Entity Identifier #)

16000 N. Civic Center Plaza, Surprise, AZ 85374

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Tom Abbott, Fire Chief
Surprise Fire Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Fire Chief Tom Abbott
Surprise Fire Department
14250 West Statler Plaza, Suite 101
Surprise, Arizona, 85374

PROJECT REFERENCE:

Contract Number: 2023-PTS-063
Total Estimated Costs: \$15,000.00
Purpose of Project: Distracted Driving Awareness
Related Professional and Outside Services (Digital
Advertising)

Dear Fire Chief Abbott:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
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 Fire Department	GOHS CONTRACT NUMBER: 2023-PTS-063
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ADDRESS
14250 W. Statler Plaza, Ste. 101, Surprise, AZ 85374

PROGRAM AREA:
402-PTS

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Jamie Michler

ADDRESS
16001 N. Civic Center Dr., Surprise, AZ 85374

4. GUIDELINES:
402–Police Traffic Services (PTS)

3. PROJECT TITLE:
Distracted Driving Awareness Related
Professional and Outside Services (Digital
Advertising)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Professional and Outside Services to enhance Distracted Driving Awareness throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2023
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$15,000.00
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	\$15,000.00

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: \$15,000.00

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:**

Organization Size: 184

Total Population in city/town or county served: 143,148

County Served: Maricopa County

Agency Problem/Attempts to Solve Problem:

Surprise Fire Medical Department (SFMD) has been afforded the opportunity to successfully organize and execute four mock crash events at local high schools. SFMD believes these mock crashes were very helpful to students by giving them a real life experience of the consequences of driving drunk. However, since Covid has stopped the ability to host these events and also the fact that only one event can be hosted at only one high school each year, SFMD is requesting funding assistance to launch a digital movie theater PSA.

Surprise Fire Medical Department (SFMD) considers it part of their mission to deter and help decrease these numbers of vehicle crashes due to impaired and distracted driving among the City's youth. SFMD wants to continue the mission in sending this important message to as many youths as possible within the city of Surprise community with a digital message sent out to all those who visit the theaters.

Agency Funding:

Federal 402 funds will support Professional and Outside Services to enhance Distracted Driving Awareness throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The plan for the PSA is to advertise it in the local theater and on social media. The expectation is to get the PSA into the digital world and in front of as many people as possible. Even though it will be designed with young drivers in mind, the hope is that it will affect the behaviors of drivers in all age groups. The project will consist of hiring a digital advertising company to create a Public Service Announcement (PSA) about the consequences of impaired/distracted driving. The goal is to target young drivers to cause a positive change to negative driving behaviors.

PROJECT MEASURES:

Contract Objectives:

1. To work with the local Surprise AMC theater for a year long advertising campaign.
2. To work with a digital advertising company to create a PSA showing in the theaters.
3. To use Facebook and other Social Media platforms to push out the PSA message out to additional audience.
4. To post one impaired/distracted driving fact or article to social media per quarter and reach a minimum of 300 people.

GOALS/OBJECTIVES:

Federal 402 funds will support Professional and Outside Services to enhance Distracted Driving Awareness 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.

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 Fire Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Professional and Outside Services - To support/purchase/procure Professional and Outside Services for Distracted Driving Awareness Activities by purchasing/procuring the following: Digital Advertising

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Fire Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles,

and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
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:

Tom Abbott, Fire Chief, Surprise Fire Department, shall serve as Project Director.

Jamie Michler, Community Education Specialist, Surprise Fire Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and 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)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services Digital Advertising	\$15,000.00
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		*\$15,000.00

*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 Fire Department shall absorb any and all expenditures in excess of \$15,000.00.

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 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: Jennifer FeltonTitle: Financial Mgmt. Analyst Sr.Telephone Number: 623-222-5012 Fax Number: 623-222-5001E-mail Address: jennifer.felton@surpriseaz.gov**2. Agency's Fiscal Contact:**Name: Jennifer FeltonTitle: Financial Mgmt. Analyst Sr.Telephone Number: 623-222-5012 Fax Number: 623-222-5001E-mail Address: jennifer.felton@surpriseaz.govFederal Identification Number: 86-6007796**3. *REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

City of Surprise

Warrant/Check to be mailed to:

City of Surprise

(Agency)

16000 N. Civic Center Plaza

(Address)

Surprise, AZ 85374

(City, State, Zip Code)

4. *Unique Entity Identifier:*021 64 8636

(Unique Entity Identifier #)

16000 N. Civic Center Plaza, Surprise, AZ 85374

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Tom Abbott, Fire Chief
Surprise Fire Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 2022

Contact Person: Trever Fleetham, PLANNER
SENIOR

Submitting Department: Community Development District: District 3

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada, Phase I Unit D Lot 561 & Tract A, Amended" and dated August 17, 2022, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS22-0743.

Motion:

I move to approve the Final Plat entitled, "Toll at Prasada, Phase I Unit D Lot 561 & Tract A, Amended" and dated August 17, 2022.

Background:

The subject request involves a Re-Plat for Unit D of the Toll at Prasada project. Unit D was previously platted under case FS18-289, MCR 1444-02. There was also a replat approved in January 2022 to replat lots 524 and 561 and create Tracts A & B, under case FS21-594. The subject replat is an amendment to that previous replat.

Objective Analysis:

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

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. The subject request will not alter the density of the development and Unit D will remain consistent with the General Plan. The site also lies within the 0-6 DU/Ac ribbon of the Luke Air Force Base Graduated Density Concept; however, the site is integral to the larger Sterling Grove project, which is approved for 2,207 lots overall and meets the guidance offered by the GDC.

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 - FS22-0743 Toll at Prasada Unit D Lot 561 & Tract A Re-Plat - Staff Report 101822 CC
 2. 01 - FS22-0743 Toll at Prasada Unit D Lot 561 & Tract A Re-Plat - Vicinity Map
 3. 02 - FS22-0743 Toll at Prasada Unit D Lot 561 & Tract A Re-Plat - Case Map
 4. 03 - FS22-0743 Toll at Prasada Unit D Lot 561 & Tract A Re-Plat - Final Plat
 5. FS22-0743 Toll at Prasada Unit D lot 561 & Tract A Re-Plat 101822 CC
-

Case: FS22-0743

Project Name: Toll at Prasada Unit D Re-Plat Amended

Council District: 3 - Mesquite

Meeting Date: October 18, 2022

Planner: Trever Fleetham, AICP

Owner: Toll Prasada, LLC

Applicant: Aaron Insco of Toll Bros, Inc.

Request: An Amended Re-Plat of Toll at Prasada Phase I Unit D Lot 561 & Tract A in the Prasada PAD

Site Location: Generally located west of Cotton Lane, between Cactus Road and Peoria Avenue

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

Support/Opposition: None known

Findings:

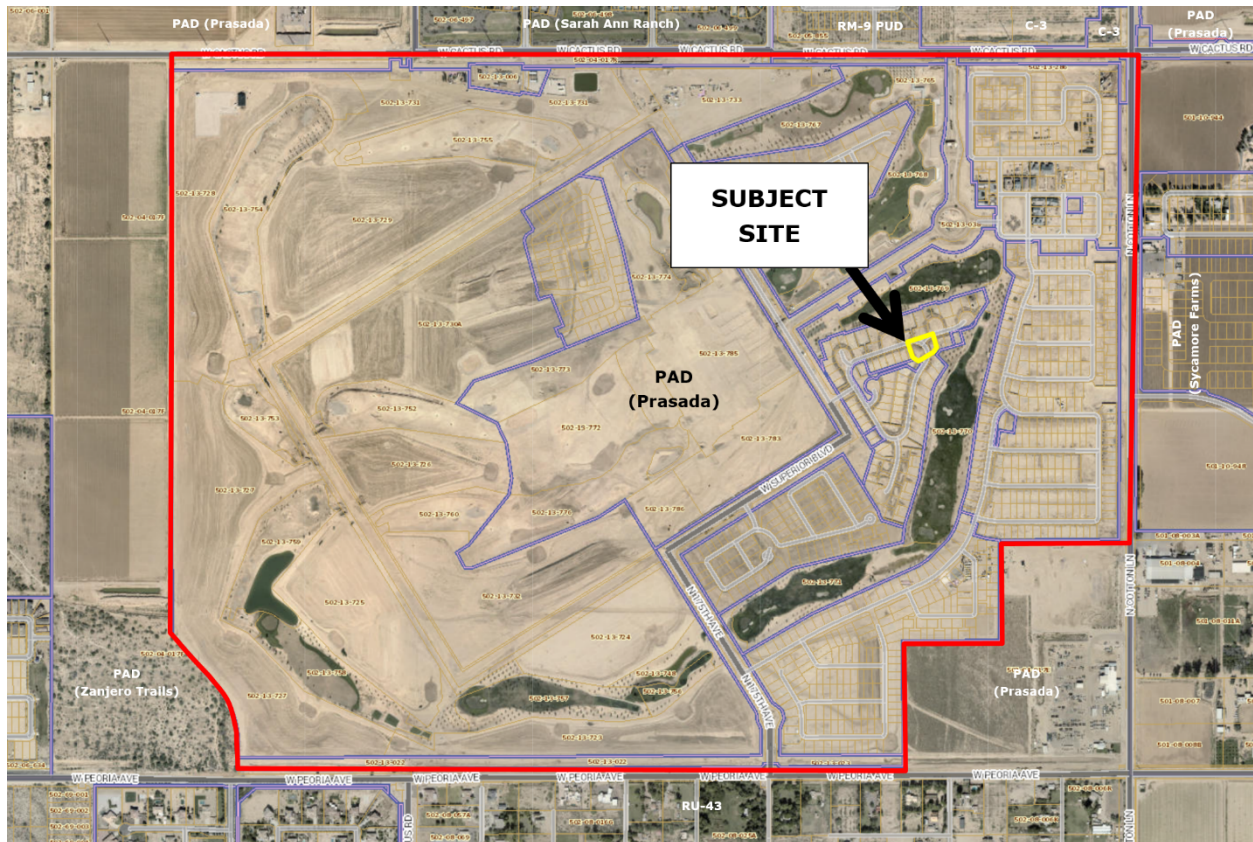
- The proposed Final Plat is consistent with the Prasada PAD.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

PROJECT DESCRIPTION:

The subject request involves a Re-Plat for Unit D of the Toll at Prasada project. Unit D was previously platted under case FS18-289, MCR 1444-02. A re-plat was approved in January 2022 for lots 524 and 561 of Unit D under case FS21-594. The subject request aims to amend said re-plat to remove the changes to lot 524.

EXISTING ZONING:

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



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.

March 5, 2019: The City Council approved the Final Plat for Unit D under case FS18-289.

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

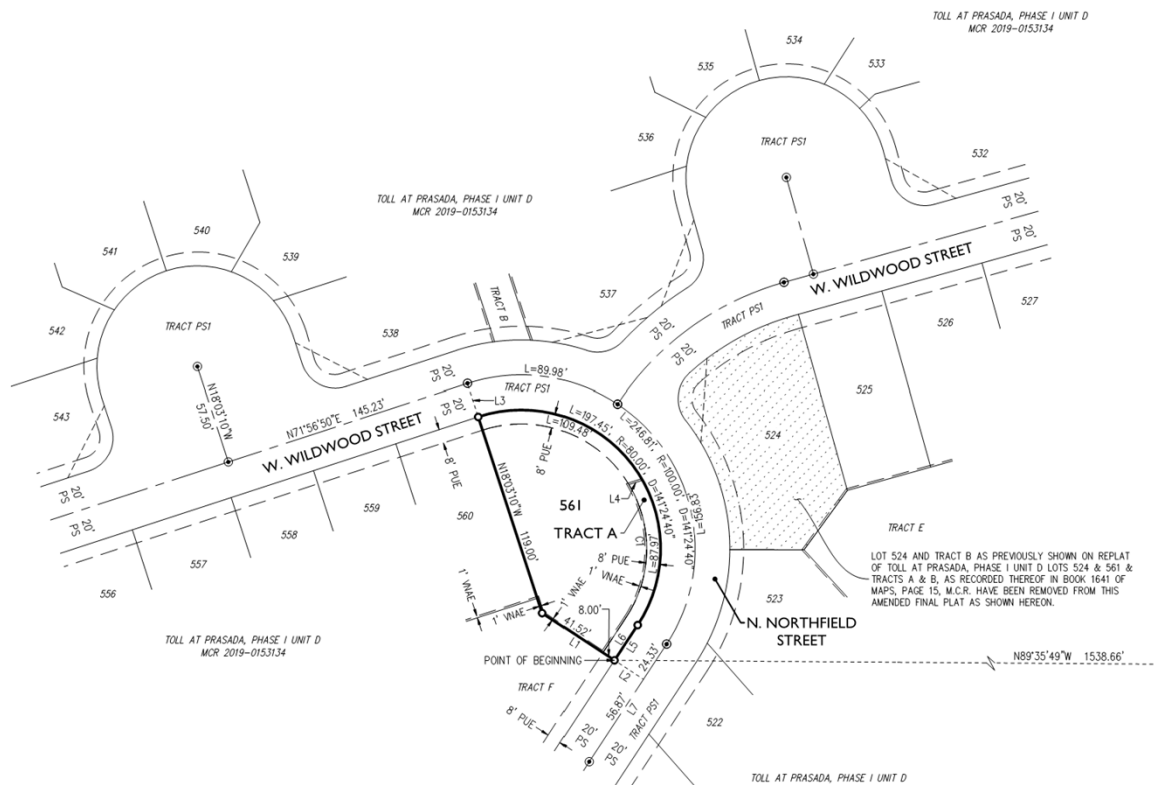
January 18, 2022: The City Council approved a Re-Plat for Lots 524 and 561 of Unit D under case FS21-594.

May 23, 2022: The applicant filed for an Amended Re-Plat for Lots 524 and 561 of Unit D under case FS22-0743, the subject case.

ANALYSIS AND DISCUSSION:

A re-plat approved by the City Council in January 2022 altered lots 524 and 561 of Unit D to create two adjacent tracts. The land within these newly created tracts were landscaped areas planned to be given to the HOA for ownership and maintenance. However, the tract created adjacent to lot 524 never changed ownership and the property owner for lot 524 wishes to retain that ownership and maintenance responsibility. The subject re-plat aims to amend the previous re-plat to reflect this by removing the changes originally made to lot 524, but keep the changes to lot 561.

The subject re-plat is shown below:



October 18, 2022 City Council

Case: FS22-0743, Toll at Prasada Unit D Re-Plat Amended

Page 3 of 4

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. The subject request will not alter the density of the development and Unit D will remain consistent with the General Plan. The site also lies with the 0-6 DU/Ac ribbon of the Luke Air Force Base Graduated Density Concept; however, the site is integral to the larger Sterling Grove project, which is approved for 2,207 lots overall and meets the guidance offered by the GDC.

REVIEWING AGENCIES:

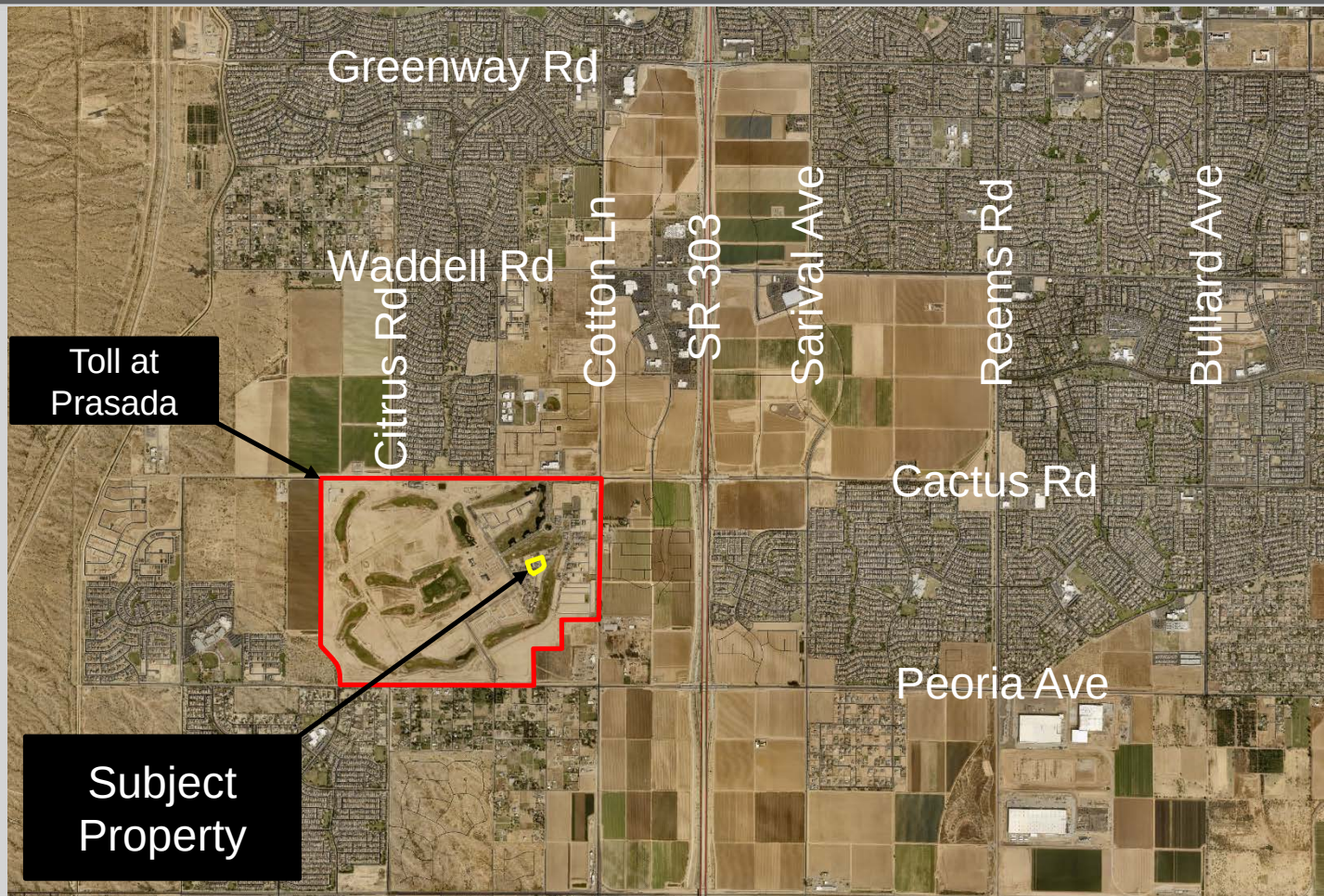
In addition to the standard city reviewing agencies, who indicate no objections to the requests, Luke Air Force Base, Maricopa Water District, and Maricopa County Flood Control District were included in the routing of this case. These agencies also indicate no objections.

Summary:

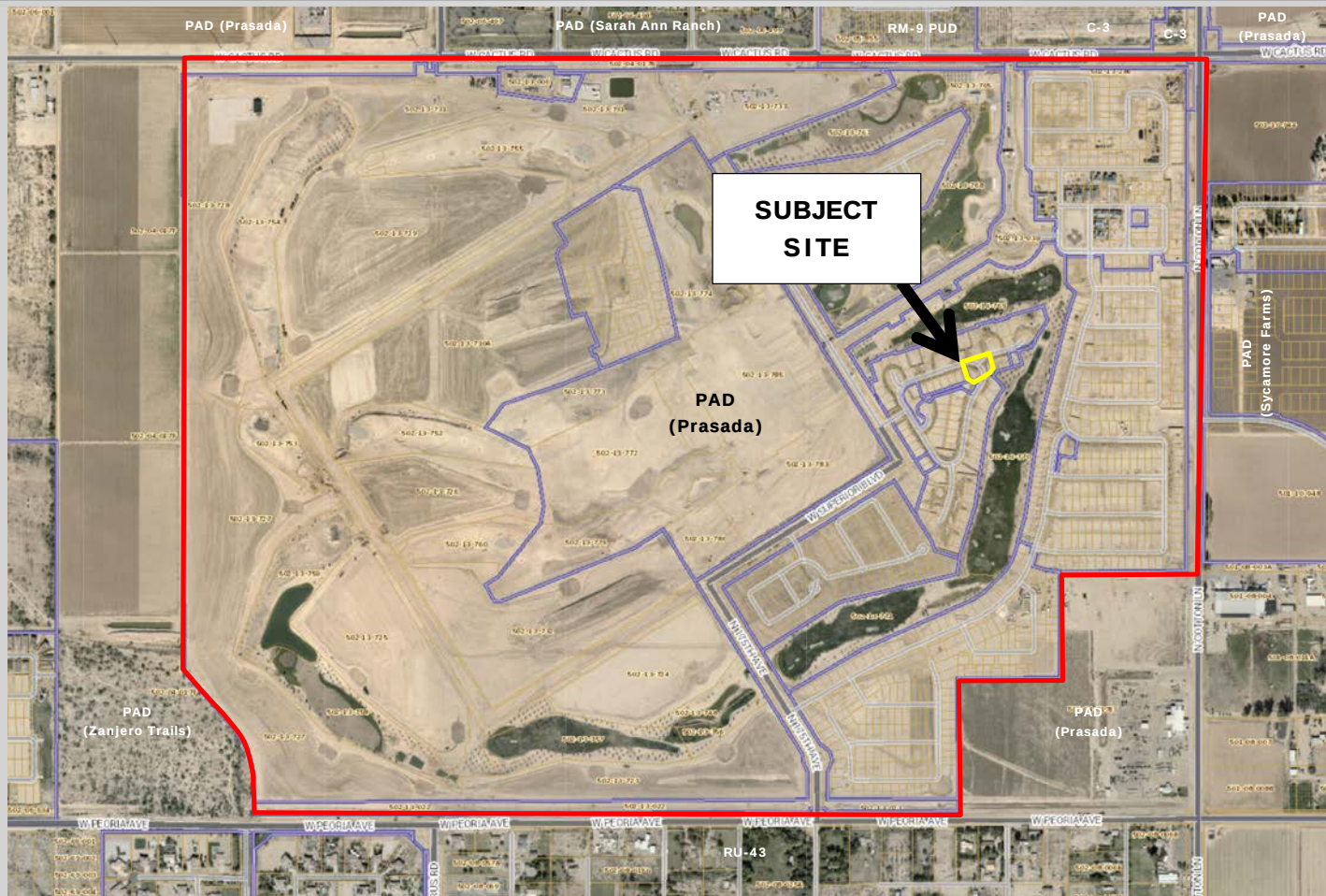
The subject Final Plat meets the requirements of the Prasada PAD, in addition to other applicable requirements as set forth in the LDO. All city reviewing departments have reviewed the request and expressed no concerns.

Attachments:

01 Toll at Prasada Unit D Vicinity Map
02 Toll at Prasada Unit D Case Map
03 Toll at Prasada Unit D Re-Plat Final Plat
PPT



FS22-0743 Vicinity Map



FS22-0743 Case Map

Jul 11, 2022 9:26am S:\Projects\2016\16-339\Legal Survey\Draws\Final Plots\Unit D Lot 561 & Tract A Re-plat AMENDED.dwg terotoments

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT JEFFREY JELDEN & KIMBERLY JELDEN, HUSBAND AND WIFE AND STERLING GROVE COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, "OWNERS", HAVE SUBDIVIDED UNDER THE NAME TOLL AT PRASADA, PHASE I UNIT D LOT 561 & TRACT A AMENDED, BEING A RE-PLAT OF TOLL AT PRASADA, PHASE I UNIT D LOTS 524 & 561 & TRACTS A & B, AS RECORDED THEREOF IN BOOK 1641 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND RE-PLATTED HEREON AND DOES HEREBY PUBLISH THIS RE-PLAT AS AND FOR THE RE-PLAT OF TOLL AT PRASADA, PHASE I UNIT D LOT 561 & TRACT A AMENDED AND DECLARES THAT THIS RE-PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS RE-PLAT.

OWNERS 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.

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

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

OWNERS HEREBY GRANTS TO THE 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.

OWNERS HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIATION 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 EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNERS 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 OWNERS 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 OWNERS 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.

TRACT "A" IS NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING SAID TRACTS.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED THEIR NAMES TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2022.

JEFFREY JELDEN & KIMBERLY JELDEN, HUSBAND AND WIFE

BY: _____ DATE _____
JEFFREY JELDEN

ITS: OWNER

BY: _____ DATE _____
KIMBERLY JELDEN

ITS: OWNER

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

STERLING GROVE COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION

BY: _____ DATE _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

ON THIS ____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JEFFREY JELDEN & KIMBERLY JELDEN, HUSBAND AND WIFE WHO ACKNOWLEDGED THEMSELVES AS OWNERS WHOSE NAMES ARE 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:

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

ON THIS ____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF AS _____ OF STERLING GROVE COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION 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:

Final Plat
Toll at Prasada, Phase I Unit D Lot 561 & Tract A AMENDED
BEING A REPLAT OF TOLL AT PRASADA, PHASE I UNIT D LOTS 524 & 561 & TRACTS A & B,
AS RECORDED THEREOF IN BOOK 1641 OF MAPS, PAGE 15, M.C.R.,
SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA

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, 2066, 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 USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS 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.

EPCOR PLAT DEDICATION

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

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN. GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN 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.

GENERAL NOTES

1. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
2. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
3. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED," 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.
4. 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 SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
5. 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.
6. 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.
7. 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.
8. 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.
9. ZONING OF THE PROPERTY IS PER SURPRISE ZONING CASE FS17-587 OR AS SUBSEQUENTLY AMENDED.
10. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED UNDER CITY OF SURPRISE CASE FS17-394.

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
LOT 561 (1 LOT)	8,603	0.1975
TRACT A	870	0.0200
PRIVATE STREETS	0	0
GROSS AREA	9,473	0.2175

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
CERTIFICATE NUMBER 11/14/2018
DATE

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, BEING SOUTH 00°24'11" WEST AS MEASURED AND BEING SOUTH 00°22'35" WEST SHOWN ON MARICOPA COUNTY GDACS SURVEY RECORDED IN BOOK 661, PAGE 16, MARICOPA COUNTY RECORDS.

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

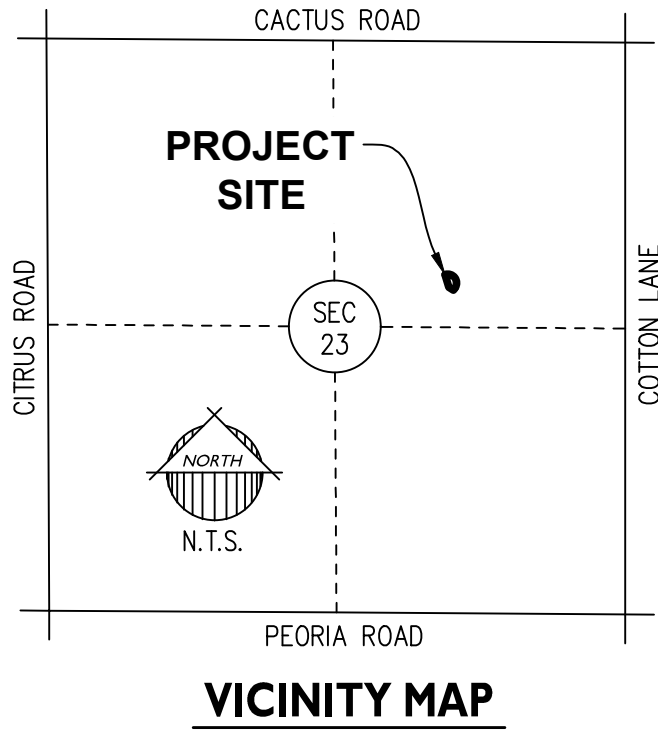
BY: _____ BY: _____
CHRISTINE CAIN GLEN VORTHERMS

ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____



OWNERS

JEFFREY JELDEN & KIMBERLY JELDEN
11540 N. NORTHFIELD STREET
SURPRISE, AZ 85388
TEL:
CONTACTS: JEFFREY & KIMBERLY JELDEN

STERLING GROVE COMMUNITY ASSOCIATION, INC.
8360 E VIA DE VENTURA, SUITE L-100
SCOTTSDALE, AZ 85258
TEL:
CONTACT: KIM WIEBELHAUS (STATUTORY AGENT)

ENGINEER

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

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 | LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE, LINE TABLE & FINAL RE-PLAT PLAN SHEET |

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

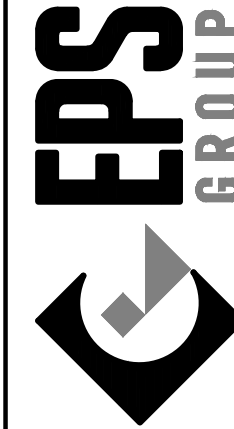
CERTIFICATION

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 MARCH, 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, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 03/18/22 (REVISED 04/26/2022 & REVISED 07/11/2022)

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



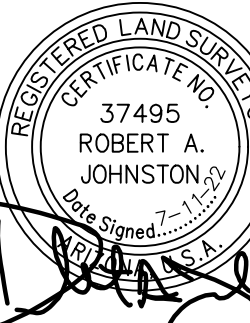
Toll at Prasada,
Phase I Unit D Lot 561 & Tract A AMENDED
SURPRISE, ARIZONA

FINAL RE-PLAT

Project

Revisions:

Designer: RAJ
Drawn by: TJP



Job No.

16-339

FP01

Sheet No.

1

of 2

CASE NUMBER: FS22-0743

\\projects\2016\16-339\Legal Survey\Drawings\Final Plots\Unit D Lot 561 & Tract A Re-plat AMENDED.dwg Jul 11, 2022 9:28am S:\Projects\2016\16-339\Legal Survey\Drawings\Final Plots\Unit D Lot 561 & Tract A Re-plat AMENDED.dwg tprotontenis

LEGAL DESCRIPTION

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

THENCE ALONG THE EAST LINE OF SAID NORTH HALF, SOUTH 0 DEGREES 24 MINUTES 11 SECONDS WEST, 2287.34 FEET TO A POINT ON SAID EAST LINE;

THENCE, DEPARTING SAID EAST LINE NORTH 89 DEGREES 35 MINUTES 49 SECONDS WEST, 1538.66 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 56 DEGREES 38 MINUTES 30 SECONDS WEST, 49.52 FEET;

THENCE NORTH 18 DEGREES 03 MINUTES 10 SECONDS WEST, 119.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 18 DEGREES 03 MINUTES 10 SECONDS EAST A DISTANCE OF 80.00 FEET;

THENCE SOUTHEASTERLY 197.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 141 DEGREES 24 MINUTES 40 SECONDS;

THENCE SOUTH 33 DEGREES 21 MINUTES 30 SECONDS WEST, 24.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.2175 ACRES, MORE OR LESS.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N56°38'30"W	49.52'
L2	N56°38'30"W	20.00'
L3	N18°03'10"W	20.00'
L4	S71°56'50"W	8.19'
L5	N33°21'30"E	24.33'
L6	N33°21'30"E	24.33'
L7	N33°21'30"E	81.19'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	80.81'	72.00'	64°18'35"	45.26'	76.64'	N01°12'13"E

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
561	8,603	0.1975

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	HOA & **PUBLIC UTILITY EASEMENT	870	0.0200

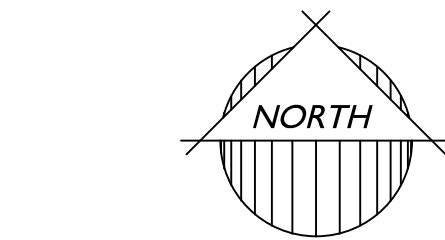
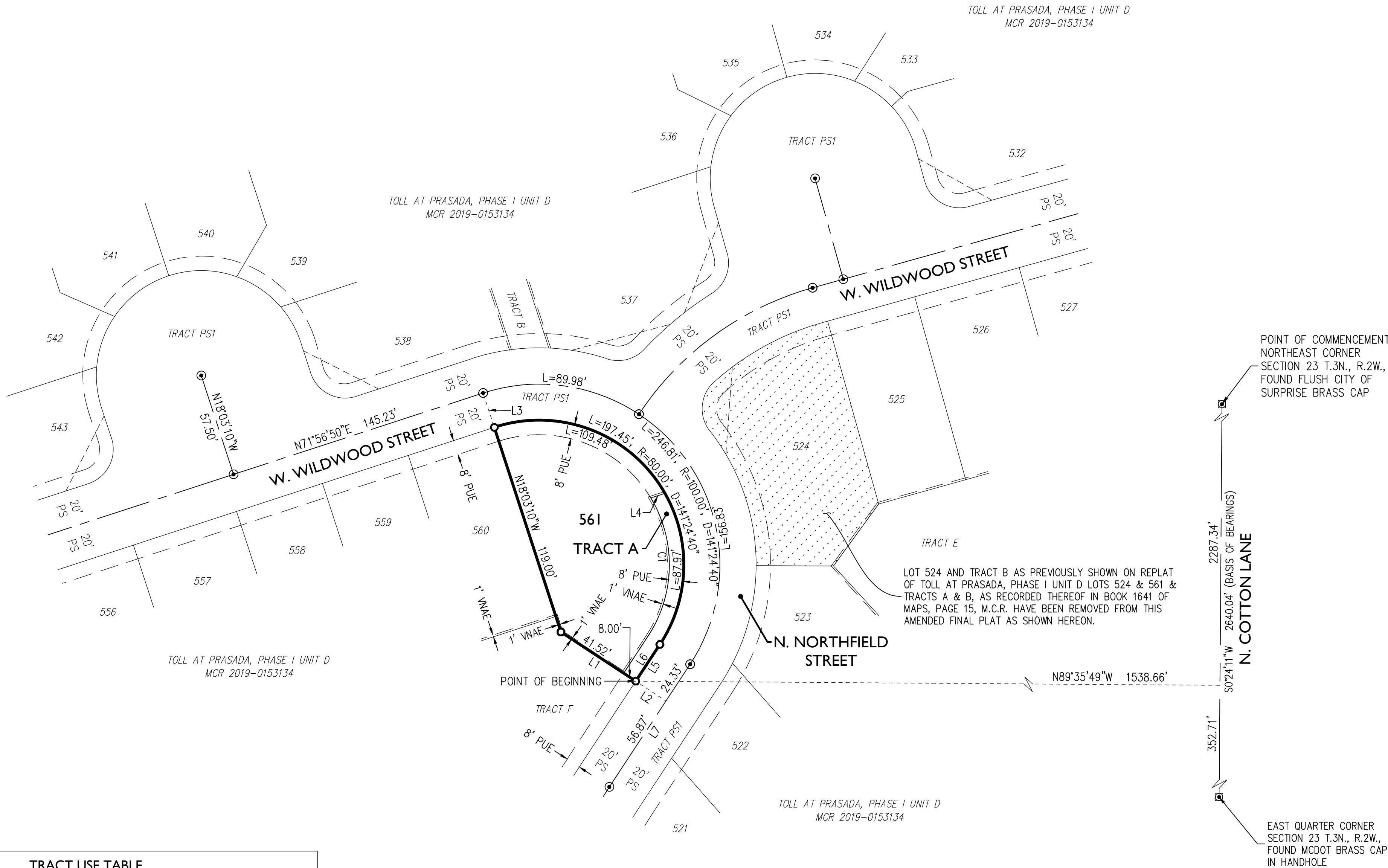
LEGEND

- ▣ FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- ⊙ 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
- VNAE VEHICULAR NON-ACCESS EASEMENT

NOTES

- COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS, AND/OR AMENITIES.
- SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THIS SHEET.

** THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERIK **) ONLY AFFECT A PORTION OF THE TRACT WITH WHICH THEY ARE LISTED, AND ARE FULLY DELINEATED WITHIN THE PLAT. OTHER "USES" LISTED ABOVE ARE COMMON AREA.



CASE NUMBER: FS22-0743

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

EPS
GROUP

Project:
Phase I Unit D Lot 561 & Tract A AMENDED
SURPRISE, ARIZONA

Revisions:

Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 37495
ROBERT A. JOHNSTON
Seal signed: [Signature]

Job No.
16-339
FP02
Sheet No.
2
of 2

FINAL RE-PLAT

CASE NUMBER: FS22-0743

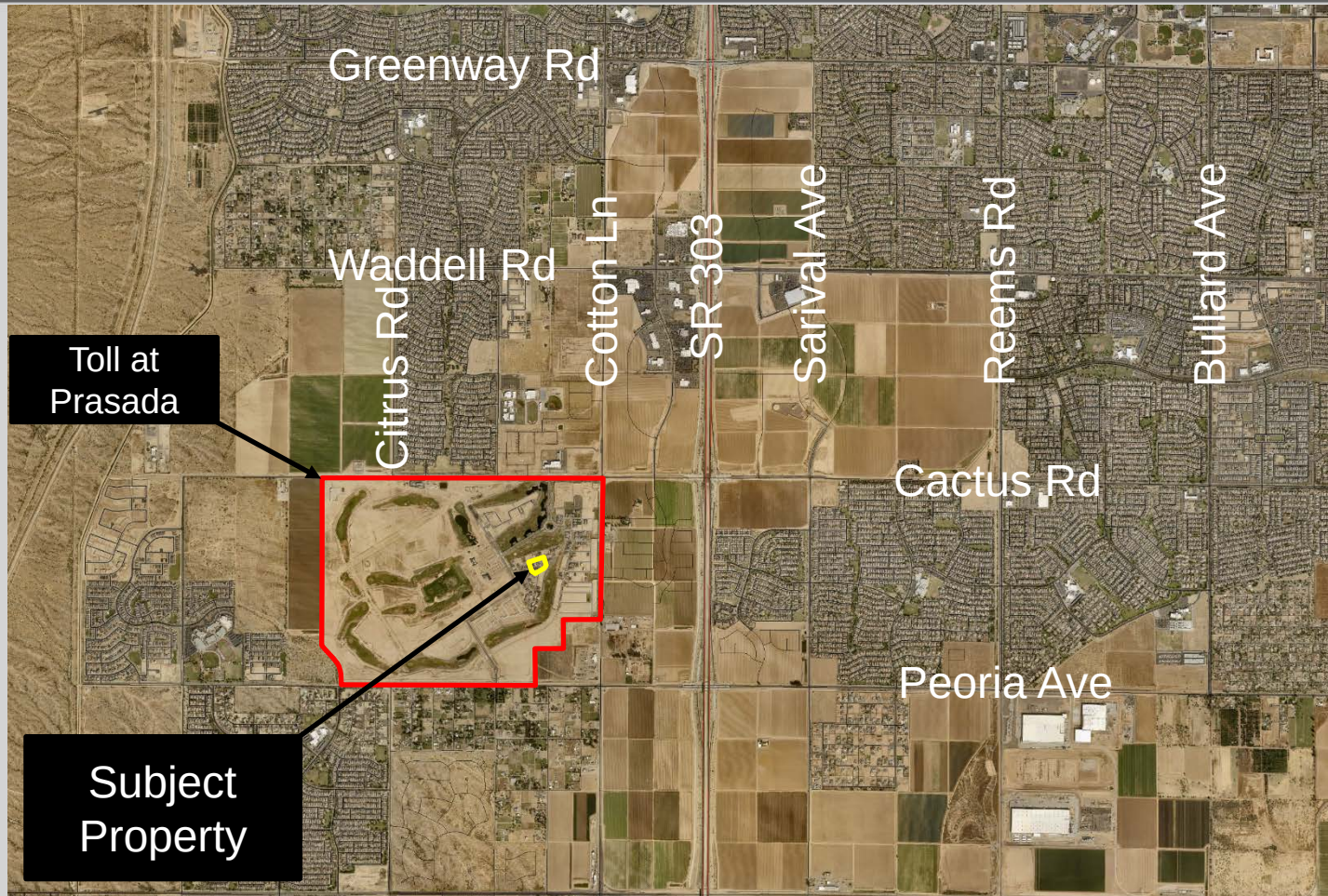
Page 121 of 322



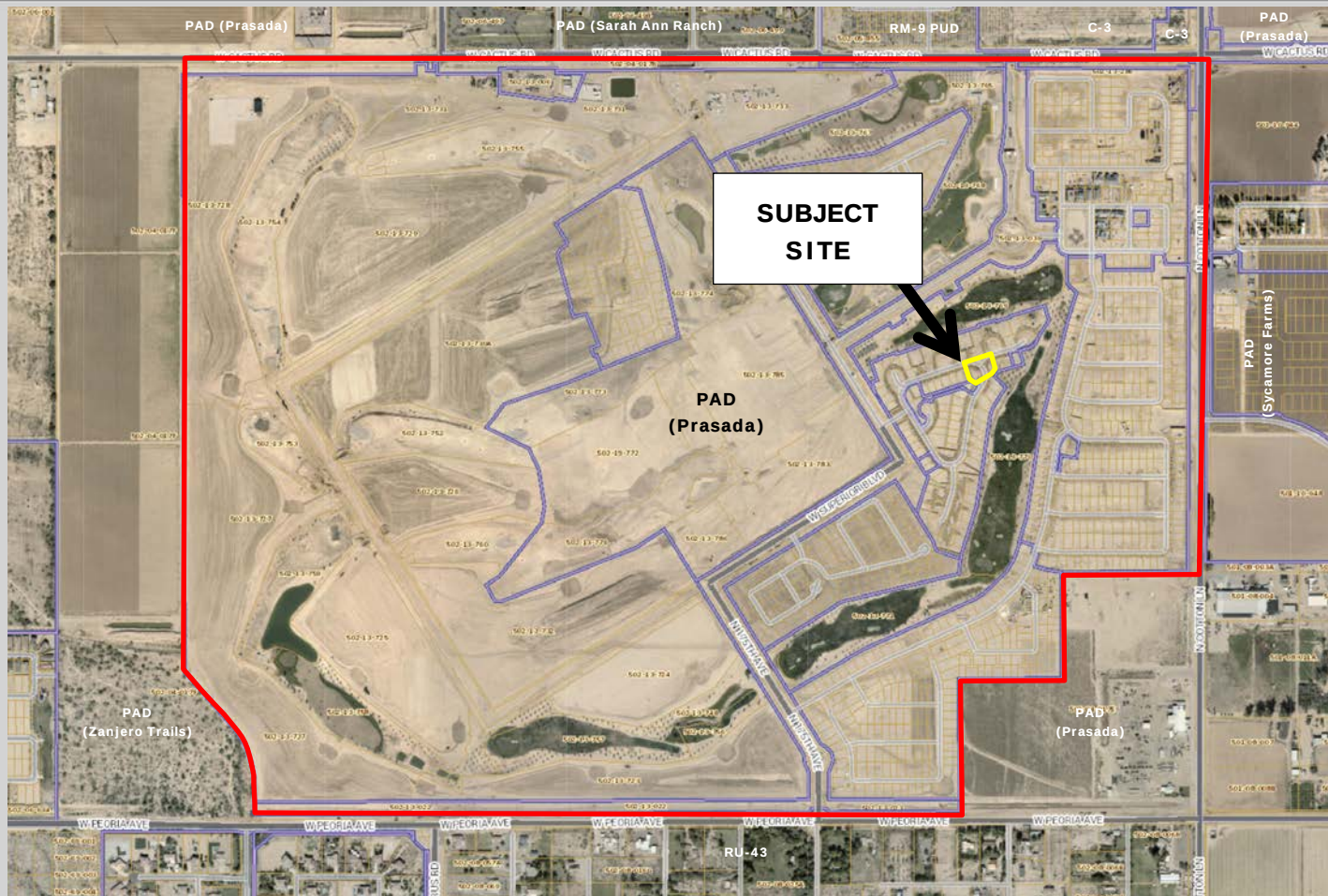
SURPRISE
ARIZONA

City Council
October 18, 2022

Toll at Prasada
Unit D Re-Plat Amended
FS22-0743



FS22-0743 Vicinity Map



FS22-0743 Case Map

Sterling Grove Master Plan



FS22-0743 Final Plat

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE SIXTH AND SEVENTH RANGES, WYOMING COUNTY, WYOMING, NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CORNER AT THE NORTHEAST CORNER OF SAID SECTION 22, THENCE ALONG A SOUTHWEST BRASS CORNER TO THE EAST QUARTER CORNER BEARS SOUTH 0 DEGREES 15 MINUTES 11 SECONDS WEST, 264.00 FEET,

THENCE ALONG THE EAST LINE OF SAID QUARTER 44.50 FEET TO A BRASS CORNER, 264.00 FEET TO A POINT ON SAID EAST LINE,

THENCE SOUTHWEST ALONG THE EAST LINE NORTH 80 DEGREES 30 MINUTES 44 SECONDS WEST, 103.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 84 DEGREES 30 MINUTES 30 SECONDS WEST, 44.50 FEET.

THENCE NORTH 18 DEGREES 45 MINUTES 10 SECONDS WEST, 118.00 FEET TO THE BEGINNING OF A NEW TANGENT CURVE, CONTAINING 200 FEET, FROM WHICH THE POINT POINT BEARS NORTH 80 DEGREES 30 MINUTES 44 SECONDS WEST, 4 DEGREES 45 MINUTES 10 SECONDS WEST,

THENCE SOUTHWEST 107 FEET ALONG THE ARC OF SAID CURVE THROUGH A BRASS CORNER AT THE CORNER OF SAID SECTION 22, 44.50 FEET TO A POINT ON SAID CURVE,

THENCE SOUTH 10 DEGREES 30 MINUTES 30 SECONDS WEST, 24.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1033 ACRES, MORE OR LESS.

LINE TABLE		
LINE	BEARING	LENGTH
1	S80°30'30"W	44.50
2	S80°30'30"W	26.00
3	S80°30'30"W	26.00
4	S80°30'30"W	26.00
5	S80°30'30"W	26.00
6	S80°30'30"W	26.00
7	S80°30'30"W	26.00

CURVE TABLE					
LINE	BEARING	ANGLE	CHORD	CHORD BEARING	CHORD LENGTH
1	S80°30'30"W	180°00'00"	44.50	S80°30'30"W	44.50
2	S80°30'30"W	180°00'00"	26.00	S80°30'30"W	26.00
3	S80°30'30"W	180°00'00"	26.00	S80°30'30"W	26.00
4	S80°30'30"W	180°00'00"	26.00	S80°30'30"W	26.00
5	S80°30'30"W	180°00'00"	26.00	S80°30'30"W	26.00
6	S80°30'30"W	180°00'00"	26.00	S80°30'30"W	26.00
7	S80°30'30"W	180°00'00"	26.00	S80°30'30"W	26.00

LOT AREA TABLE		
LOT #	AREA (SQ. FT.)	AREA (AC.)
1	5,500	0.125



TRACT USE TABLE			
TRACT	USE	AREA (SQ. FT.)	AREA (AC.)
1	FOR A FUTURE SITE OF CONSTRUCTION	5,500	0.125

NOTES

1. SHOWN PLANS MAY BE USED FOR LANDSCAPING, FLOODING, FLOODING, AND/OR OTHER PURPOSES.
2. SHOWN PLANS MAY BE USED FOR LANDSCAPING, FLOODING, FLOODING, AND/OR OTHER PURPOSES.

- LEGEND**
- 1. TRACT BOUNDARY, AS NOTED
 - 2. CORNER OF SECTION 22
 - 3. BRASS CORNER TO BE SET AT CONSTRUCTION
 - 4. TRACT BOUNDARY
 - 5. WYOMING COUNTY RECORDS
 - 6. TRACT BOUNDARY
 - 7. TRACT BOUNDARY
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 - 100. TRACT BOUNDARY



Toll at Prassada,
Phase I Unit D Lot 361 & Tract A AMENDED
FINAL RE-PLAT

Case: 168
16-339
FP02
Sheet No. 2 of 2



CASE NUMBER: FS22-0743



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 2022

Contact Person: Trever Fleetham, PLANNER
SENIOR

Submitting Department: Community Development District: District 1

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “North Copper Canyon Village – Parcel 1.3” and dated July 25, 2022, a property generally located west of the intersection of Deer Valley Road and Grand Avenue; Case FS22-0106.

Motion:

I move to approve the Final Plat entitled, “North Copper Canyon Village – Parcel 1.3” and dated July 25, 2022.

Background:

Hans Koppenhoefer of Courtland Homes seeks approval of a Final Plat covering Parcel 1.3 of North Copper Canyon Village in the Austin Ranch area. The applicant seeks to subdivide the subject property of approximately 18.51 acres into 62 lots, for a gross density of 3.35 DU/Ac. The proposed subdivision will integrate into the larger North Copper Canyon/Austin Ranch community.

Objective Analysis:

The subject Final Plat meets the requirements of the Austin Ranch/ North Copper Canyon PAD, in addition to other requirements as set forth in the LDO. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At a gross density of 3.35 DU/Ac, the subject plat is consistent with the General Plan in this regard.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-0106 North Copper Canyon Village Parcel 1.3 Final Plat - Staff Report 101822 CC
 2. 01 - FS22-0106 North Copper Canyon Village Parcel 1.3 Final Plat - Vicinity Map
 3. 02 - FS22-0106 North Copper Canyon Village Parcel 1.3 Final Plat - Zoning Map
 4. 03 - FS22-0106 North Copper Canyon Village Parcel 1.3 Final Plat - Final Plat
 5. 04 - FS22-0106 North Copper Canyon Village Parcel 1.3 Final Plat - Landscape Plans
 6. 05 - FS22-0106 North Copper Canyon Village Parcel 1.3 Final Plat - Luke AFB Letter rev 10.11.22
 7. FS22-0106 North Copper Canyon Village Parcel 1.3 Final Plat - Presentation - 101822 CC
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-0106

Project Name: North Copper Canyon Village Parcel 1.3 Final Plat

Council District: 1

City Council Date: October 18, 2022

Planner: Trever Fleetham, AICP

Owners: Courtland Homes Inc.

Applicant: Hans Koppenhoefer with Courtland Homes

Request: Final Plat for 62 Lots

Site Location: Generally located west of the intersection of Deer Valley Road and Grand Avenue in a portion of the northeast quarter of Section 14, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona

Dwelling Units: 62 Units

Site Size: 18.51 Gross Acres (Approx.)

Density: 3.35 DU/Ac

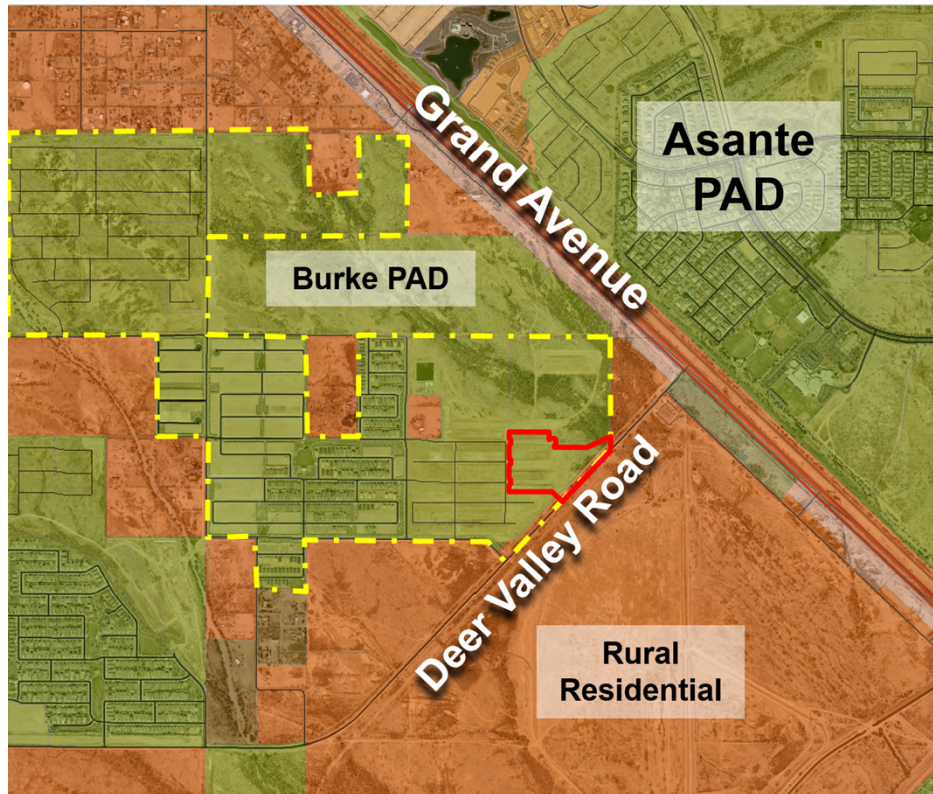
General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: None known

Project Description:

Hans Koppenhoefer of Courtland Homes seeks approval of a Final Plat covering Parcel 1.3 of North Copper Canyon Village in the Austin Ranch area. The applicant seeks to subdivide the subject property into 62 lots of approximately 18.51 acres, for a gross density of 3.35 DU/Ac. The proposed subdivision will integrate into the larger North Copper Canyon/Austin Ranch community.

Surrounding Land Zoning:



North Copper Canyon PAD	North Copper Canyon PAD	RR
North Copper Canyon PAD	North Copper Canyon PAD	RR
North Copper Canyon PAD	North Copper Canyon PAD	RR

Background:

May 23, 1987: The subject project area was annexed into the City of Surprise under Ordinance 87-03.

May 27, 2004: The City Council approved a PAD for Austin Ranch under Case PAD03-278.

April 4, 2018: A minor PAD Amendment to the Austin Ranch PAD was administratively approved under case FS18-033.

February 18, 2020: The Mayor and City Council approved a PADA to the Austin Ranch PAD for North Copper Canyon under case FS19-431.

May 19, 2020: The Mayor and City Council approved a Preliminary Plat for the subject property under case FS19-721.

January 12, 2022: The applicant filed a request for a Final Plat for the subject project area under case FS22-0106, the subject case.

Analysis and Discussion:

The proposed Final Plat will create 62 standard lots within 18.51 gross acres for a gross density of 3.35 du/acre. The plat also includes 6.8 acres of open space and 5.5 acres of right-of-way. Primary access to the site will come from Deer Valley Road. The internal roadways will connect to Parcel 1.2 to the west for full circulation.

Being that this plat is a phase of the overall North Copper Canyon Village development, the net density is calculated across the entirety of Parcels 1.1, 1.2 and 1.3. The inclusion of the 62 lots and associated area of the subject plat, the net density is 3.81 du/acre.

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

Utility and Services Table:

Water:	Beardsley Water Company
Wastewater:	City of Surprise
School District:	Dysart Unified
Gas:	Southwest Gas
Electric:	APS
Telephone/CATV:	Centurylink/Cox Communications

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:

October 18, 2022 City Council
Case: FS22-0106
NCCV Parcel 1.3 Final Plat
Page 3 of 4

In addition to the standard city reviewing agencies, who indicated no objections to the request, Luke Air Force Base, Maricopa Water District, and ADOT were included in the routing of this case. These agencies also indicated no objections.

Summary:

The subject Final Plat meets the requirements of the Austin Ranch PAD, in addition to other applicable requirements. All city reviewing departments have reviewed the request and expressed no concerns.

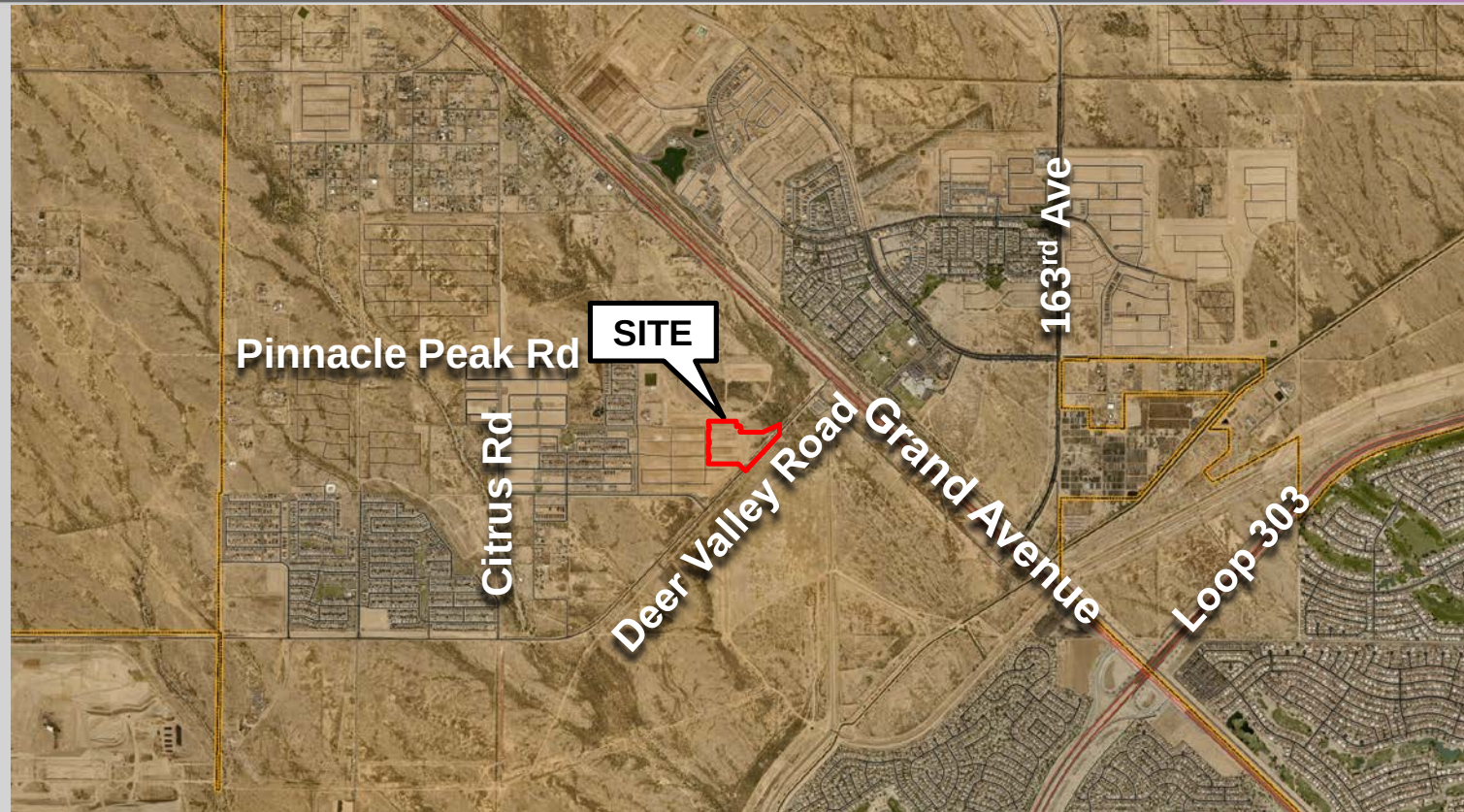
Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035
- The proposed Final Plant is consistent with Austin Ranch/ North Copper Canyon PAD
- The proposed Final Plat is consistent with applicable City of Surprise Regulations
- The proposed Final Plat is in conformance with the Preliminary Plat approved under case FS19-721
- The reviewing agencies have indicated no objections to the request

Attachments:

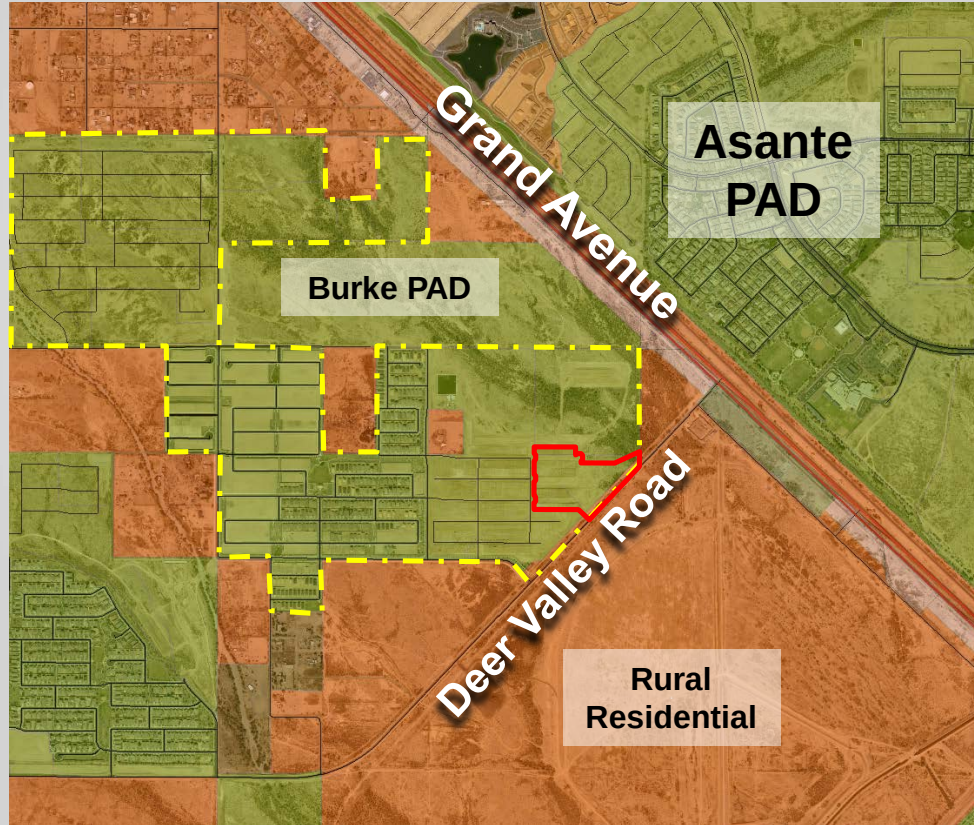
- 01 Vicinity Map
- 02 Zoning Map
- 03 Final Plat
- 04 Landscape Plans
- 05 Luke AFB Comments

VICINITY MAP

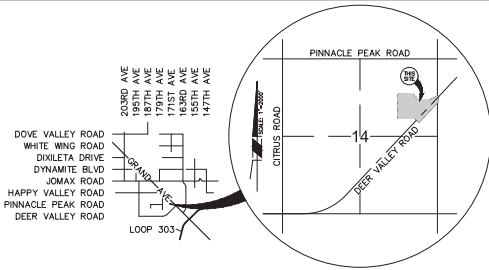


ZONING MAP

Austin Ranch PAD



A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THAT COURTLAND HOMES, IN AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER") HAS SUBMITTED UNDER THE NAME "NORTH COPPER CANYON VILLAGE - PARCEL 1.3", A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT FOR THE PLAT OF "NORTH COPPER CANYON VILLAGE - PARCEL 1.3" AND DECLARE THAT THE PLAT IS CORRECT FOR THE PURPOSES OF THE RECORD. THE GIVING 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 GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

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

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.

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

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

____ DAY OF _____, 20____

BY:

DATE: _____

APPROVED _____
CITY ENGINEER DATE

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.

KENNETH CONVERSE, R.L.S.
T2 UTILITY ENGINEERS.
19621 N. 23RD DRIVE, STE 150,
PHOENIX, AZ 85027
PHONE: (602) 977-8000

DANIEL J. POTTINGER, P.E.
CARDNO INC.
19621 N. 23RD DRIVE, STE 150,
PHOENIX, AZ 85027
PHONE: (602) 977-8000

COURTLAND HOMES, INC., AN ARIZONA CORPORATION, ("OWNER"), ("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 AND ALL DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY 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 OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, LUKE AIRCRAFT BASE, OR FROM THE OPERATION OF AIRCRAFT IN THE VICINITY OF 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 LUBRICANT PARTICLES FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

CORCHLAND HOMES, INC., AN ARIZONA CORPORATION, ("OWNER"), ("OWNERS") 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 WITH ANY KIND TO PERSONS OR PROPERTY THAT MAY BE ASSERTED AT ANY TIME AGAINST THE CITY OF SURPRISE IN CONNECTION WITH THE AREA TO BE SET ASIDE AND DEDICATED RIGHT-OF-WAY AS FURTHER DETAILED ON THE PLAT. AT THE SAME TIME, THE CITY OF SURPRISE APPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF THE PLAT UNTIL THE CITY OF SURPRISE WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

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

THE UNDERSIGNED, DULY AUTHORIZED OF THE NORTH COPPER CANYON COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT ORGANIZATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "NORTH COPPER CANYON VILLAGE PARCEL 1.3" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

NORTH COPPER CANYON COMMUNITY ASSOCIATION,
AN ARIZONA NON-PROFIT CORPORATION

ITS: _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS THE _____ DAY OF _____, 20____, BY _____

THE _____ OF COURTLAND HOMES, INC., AN ARIZONA CORPORATION, ("OWNER")
IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

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

ATTEST:

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

1"=2000'

SHEET 1	DEDICATIONS, APPROVALS, CERTIFICATIONS AND NOTES
SHEET 2	OVERALL SUBDIVISION BOUNDARY AND LEGAL DESCRIPTION
SHEET 3	KEY MAP & TYPICAL LOT DETAIL
SHEET 4-6	FINAL PLAT PLAN

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

AUGUST 3, 2020
DATE

1. IF REQUIRED FIRE FLOW IS NOT AVAILABLE, ALL RESIDENTIAL UNITS SHALL BE EQUIPPED WITH A FIRE SPRINKLING SYSTEM.
2. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
3. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "AE" & "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 44013C1210L, WITH A DATE OF EDITION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 440063, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
4. 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 CITY OF SURPRISE GENERAL PLAN.
5. 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.
6. THIS PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY COUNCIL UNDER CASE FS19-721.
7. DEVELOPMENT STANDARDS ARE PER THE APPROVED AUSTIN RANCH PAD OR AS SUBSEQUENTLY AMENDED.
8. 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.
9. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURBS AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
10. 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.

BEARINGS ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 AND ARE EXPRESSED IN
TERMS OF GRID NORTH OF THE ARIZONA COORDINATE SYSTEM 1983 (1992) (AC83-92) CENTRAL ZONE,
DETERMINED LOCALLY BY THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4
NORTH, RANGE 2 WEST, G&SRM, HAVING A BEARING OF NORTH 00 DEGREES 28 MINUTES 33 SECONDS
EAST. THIS LINE IS DEFINED BY THE EAST 1/4 CORNER OF SECTION 14, FOUND 2 IN'S DIAM. ALUMINUM
CAP FLUSH STAMPED "74N R2W 1/4 S14 S1/4 R1S 35832 2003", AND THE NORTHEAST CORNER OF
SECTION 14 FOUND 2 IN'S DIAM. ALUMINUM CAP STAMPED "MARICOPA COUNTY SC S11 S12 S13 S14 R1S
35832 2003".

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS COMPLETED UNDER MY DIRECTION DURING THE MONTH OF SEPT, 2020 AND 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.

Kenneth P. Converse
KENNETH P. CONVERSE R.I.S. #29259

TOTAL LOTS: 62
TOTAL ACREAGE: 806,311 SQ. FT. OR
18,51 ACRES MORE OR LESS

Cardno

PHOENIX
19621 N. 23RD DR. STE 100, PHOENIX, AZ 85027
TEL: (602) 917-8000 FAX: (602) 917-8010 www.cardno.com



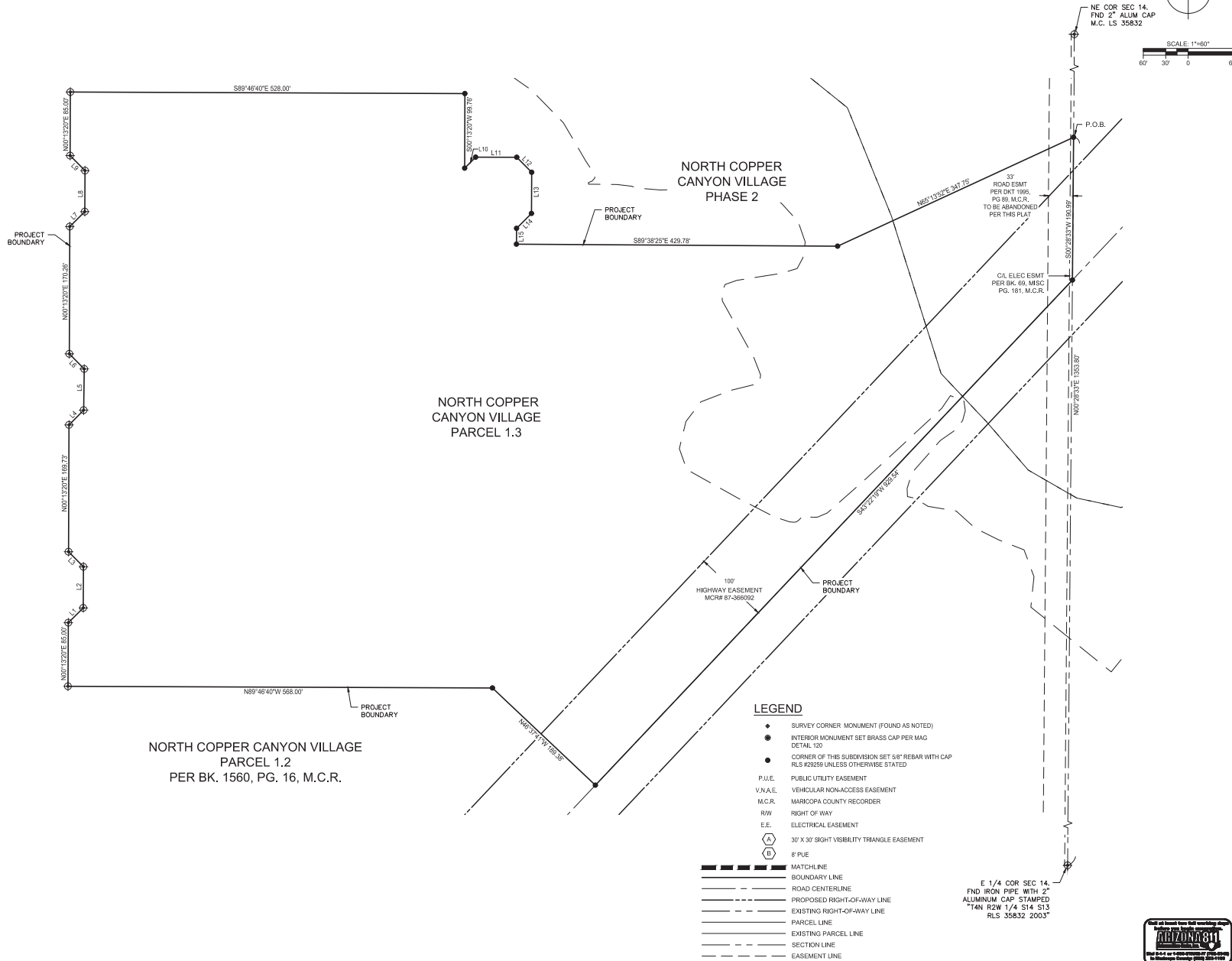
FINAL PLAT
NORTH COPPER CANYON VILLAGE PARCEL 1.3
LAUSTIN RANCH,LLC C/O COURTLAND HOMES, INC
SURPRISE, AZ

[illegible]

DATE	July 2022
DRAWN	JAW
DESIGNED	DLP
CHECKED	DJP
PROJECT #	4191421000
SHEET TITLE	

SHEET NUMBER
1
OF 6 SHEETS

NORTH COPPER CANYON VILLAGE
PARCEL 1.2
PER BK. 1560, PG. 16, M.C.R.



PHOENIX
18021 N. 29th DR. STE 100 PHOENIX, AZ 85027
TEL: (602) 977-6000 FAX: (602) 977-6009 www.cardno.com

FINAL PLAT

NORTH COPPER CANYON VILLAGE PARCEL 1.3

AUSTIN RANCH LLC C/O COURTLAND HOMES, INC

SURPRISE, AZ

DATE: 1-Jan-2022

DRAWN: L JAW

DESIGNED: DLP

CHECKED: DLP

PROJECT # 14191421000

SHEET TITLE

SHEET NUMBER

2

OF 6 SHEETS

Exp. res. 6/30/2025

REGISTERED LAND SURVEYOR

2025

BOB WHITE P. 72025

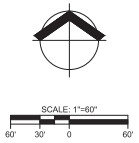
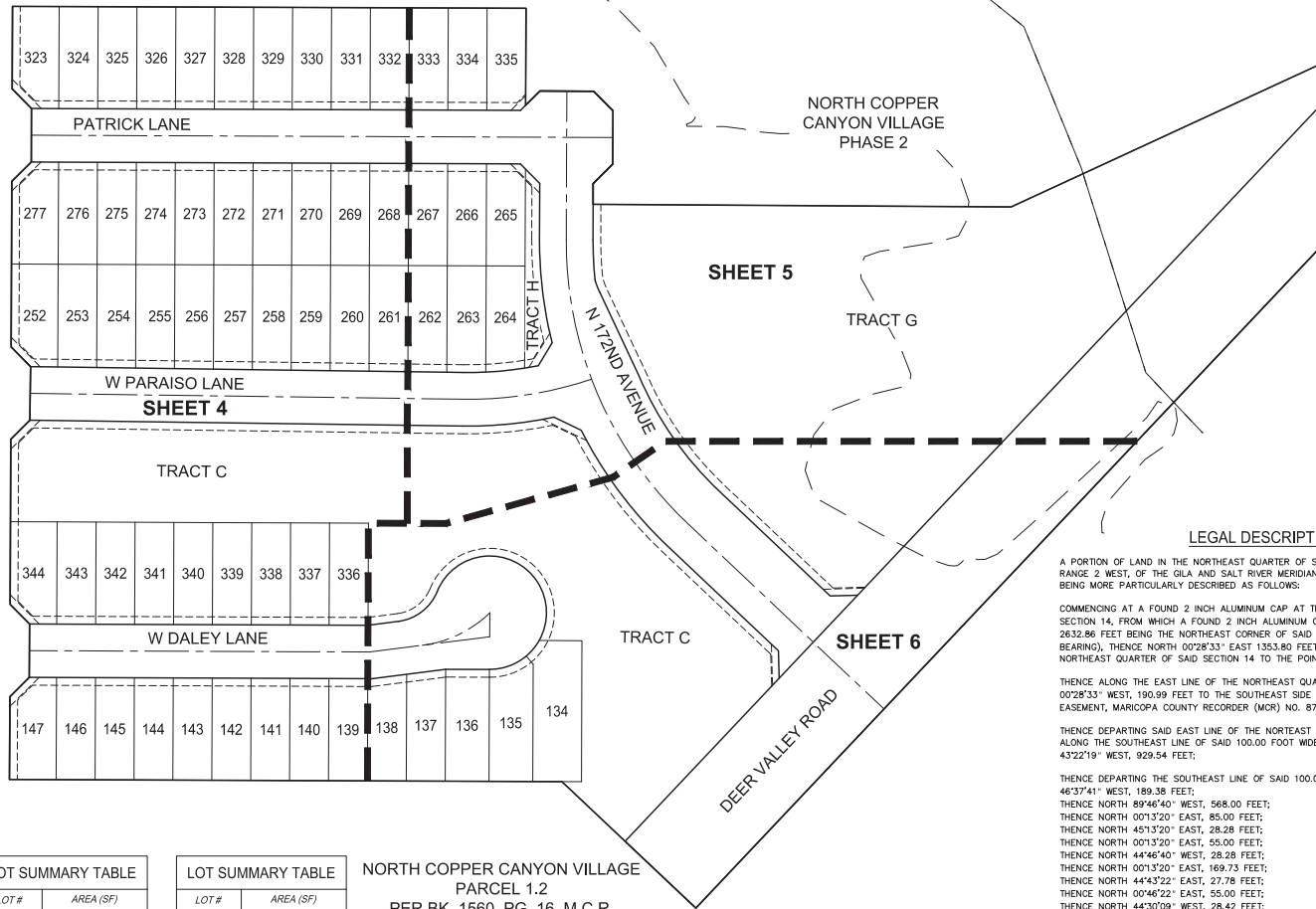
Kenneth P. Edwards

Not an Inland Area but containing a

ARIZONA

Not a Surveyor or Licensed Professional

Not a Licensed Professional



A PORTION OF LAND IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH,
RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2 INCH ALUMINUM CAP AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH A FOUND 2 INCH ALUMINUM CAP BEARING NORTH 00°28'33" EAST 2632.86 FEET BEING THE NORTHEAST CORNER OF SAID SECTION 14, AND THE (BASIS OF BEARING), THENCE NORTH 00°28'33" EAST 1353.80 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14 TO THE POINT OF BEGINNING.

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, SOUTH 00°28'33" WEST, 190.99 FEET TO THE SOUTHEAST SIDE OF A 100.00 FOOT WIDE HIGHWAY EASEMENT, MARICOPA COUNTY RECORDER (MCR) NO. 87-366092;

THENCE DEPARTING SAID EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14 AND
ALONG THE SOUTHEAST LINE OF SAID 100.00 FOOT WIDE HIGHWAY EASEMENT, SOUTH
43°22'19" WEST, 929.54 FEET;

THENCE DEPARTING THE SOUTHEAST LINE OF SAID 100.00 FOOT HIGHWAY EASEMENT, NORTH

THENCE NORTH 89°46'40" EAST, 568.00 FEET;
 THENCE NORTH 00°13'20" WEST, 85.00 FEET;
 THENCE NORTH 45°13'20" EAST, 28.28 FEET;
 THENCE NORTH 0°13'20" EAST, 28.28 FEET;
 THENCE NORTH 44°46'40" EAST, 28.28 FEET;
 THENCE NORTH 0°13'20" EAST, 169.75 FEET;
 THENCE NORTH 44°43'22" EAST, 27.78 FEET;
 THENCE NORTH 00°46'22" EAST, 55.00 FEET;
 THENCE NORTH 44°30'09" WEST, 28.42 FEET;
 THENCE NORTH 0°13'20" EAST, 170.28 FEET;
 THENCE NORTH 45°13'20" EAST, 28.28 FEET;
 THENCE NORTH 00°13'20" EAST, 55.00 FEET;
 THENCE NORTH 44°46'40" WEST, 28.28 FEET;
 THENCE NORTH 0°13'20" EAST, 85.00 FEET;
 THENCE SOUTH 89°46'40" EAST, 528.00 FEET;
 THENCE SOUTH 0°13'20" WEST, 99.76 FEET;
 THENCE NORTH 45°13'20" EAST, 20.88 FEET;
 THENCE SOUTH 89°46'40" EAST, 55.00 FEET;
 THENCE SOUTH 44°46'40" EAST, 28.28 FEET;
 THENCE SOUTH 0°13'20" WEST, 28.28 FEET;
 THENCE SOUTH 45°13'20" WEST, 55.00 FEET;
 THENCE SOUTH 0°13'20" WEST, 21.25 FEET;
 THENCE SOUTH 89°38'25" EAST, 429.78 FEET;
 THENCE NORTH 45°13'52" EAST, 171.75 FEET TO THE POINT OF BEGINNING,
 CONTAINING 806,310.87 SQUARE FEET OR 18.510 ACRES, MORE OR LESS.

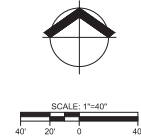
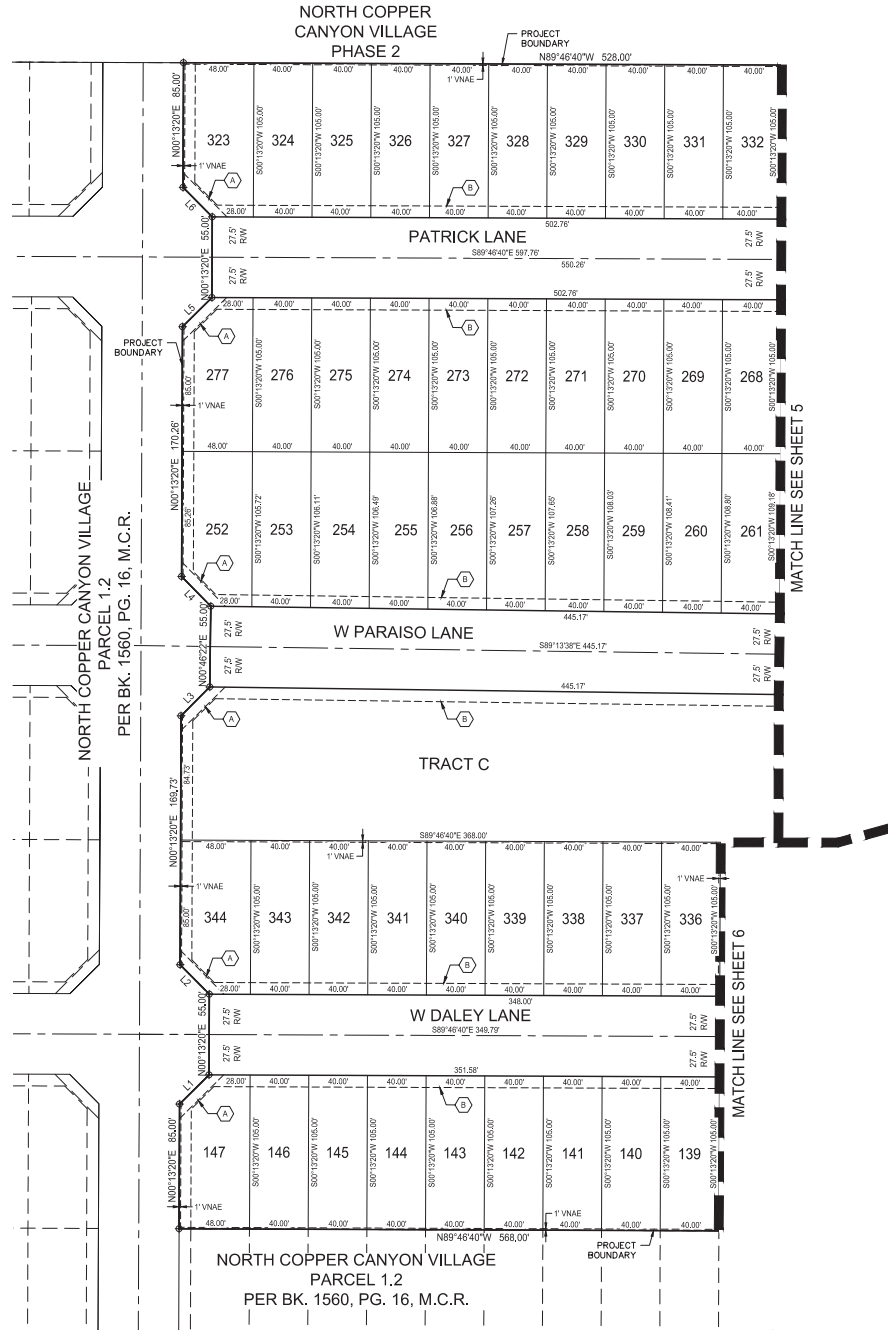
TOTAL SUMMARY TABLE	
TOTAL LOT AREA	270.577 SQ FT, 6.21 AC.
TOTAL TRACT AREA	296.304 SQ FT, 6.80 AC.
TOTAL RIGHT OF WAY AREA	141.095 SQ FT, 3.24 AC.
DEER VALLEY ROAD	98.336 SQ FT, 2.26 AC.
COMBINE TOTAL AREA	806.311 SQ FT, 18.51 AC.

LEGEND

- ⊕ SURVEY CORNER MONUMENT (FOUND AS NOTED)
- INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120
- CORNER OF THIS SUBDIVISION SET 30" REBAR WITH CAP R/L 5/20/2018 UNLESS OTHERWISE STATED
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT-OF-WAY
- E.E. ELECTRICAL EASEMENT
- A 30' X 30' SIGHT VISIBILITY TRIANGLE EASEMENT
- B IF PUE

- MATCHLINE
- BOUNDARY LINE
- ROAD CENTERLINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- PARCEL LINE
- EXISTING PARCEL LINE
- SECTION LINE
- EASEMENT LINE

LINE TABLE		
NO.	BEARING	LENGTH
L1	N45°13'20"E	28.28'
L2	N44°46'40"W	28.28'
L3	N44°43'22"E	27.78'
L4	N44°30'09"W	28.42'
L5	N45°13'20"E	28.28'
L6	N44°46'40"W	28.28'



FINAL PLAT

NORTH COPPER CANYON VILLAGE PARCEL 1.3

AUSTIN RANCH LLC C/O COURTLAND HOMES, INC

SURPRISE, AZ

DATE	DESCRIPTION



DATE: 1/14/2022

DRAWN: JAW

DESIGNED: DLP

CHECKED: DLP

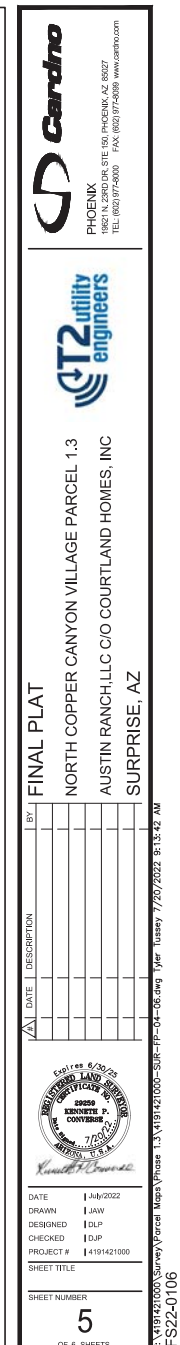
PROJECT # 14191421000

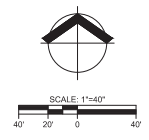
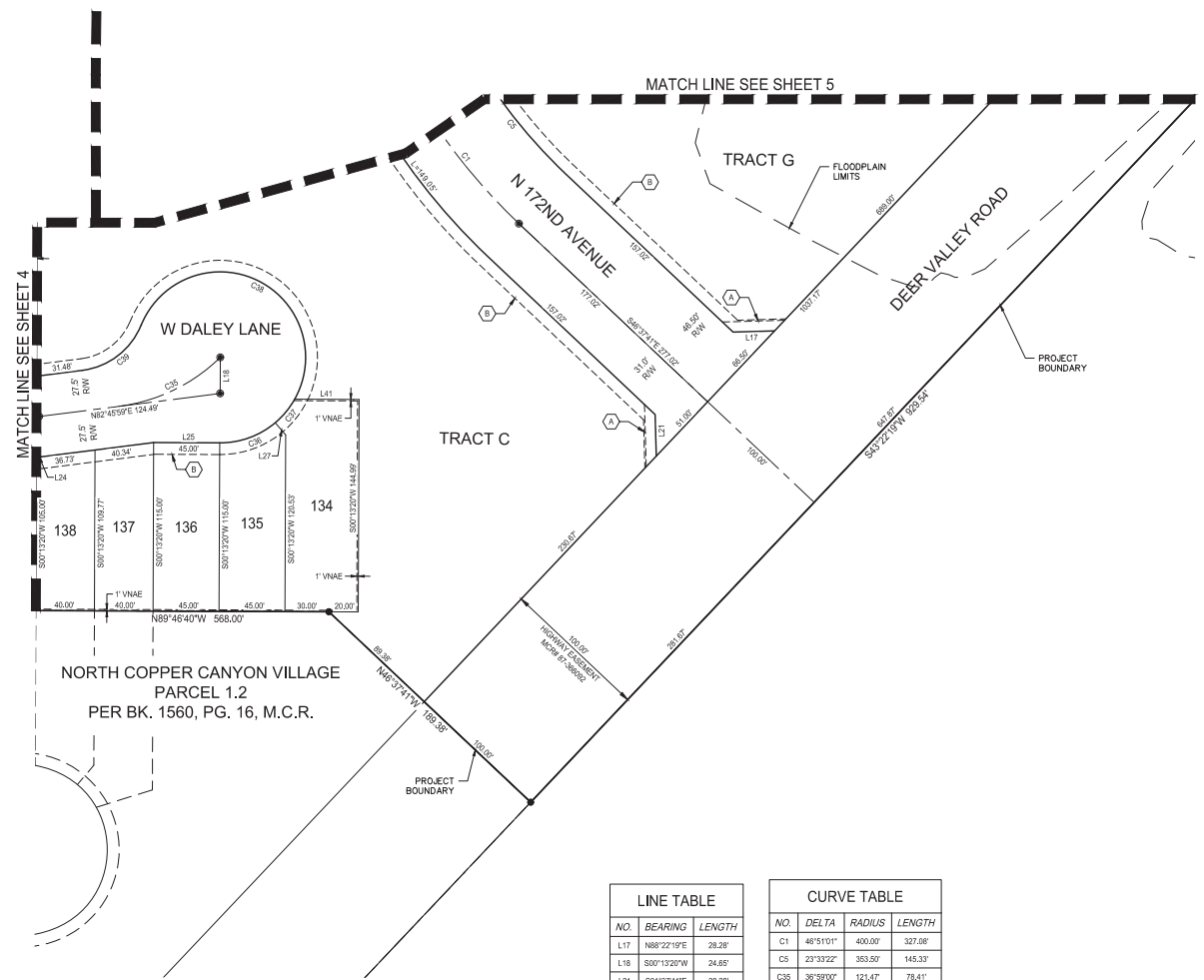
SHEET TITLE

SHEET NUMBER

4

OF 6 SHEETS





LEGEND

- SURVEY CORNER MONUMENT (FOUND AS NOTED)
- INTERIOR MONUMENT SET BRASS CAP PER MAG DETAIL 120
- CORNER OF THIS SUBDIVISION SET 5/8" REBAR WITH CAP RLS #26259 UNLESS OTHERWISE STATED
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
- M.C.R. MARICOPA COUNTY RECORDER
- R.W. RIGHT OF WAY
- E.E. ELECTRICAL EASEMENT
- (A) 30' X 30' SIGHT EASEMENT TRIANGLE EASEMENT
- (B) IF PUE
- MATCHLINE
- BOUNDARY LINE
- ROAD CENTERLINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- PARCEL LINE
- EXISTING PARCEL LINE
- SECTION LINE
- EASEMENT LINE

LINE TABLE		
NO.	BEARING	LENGTH
L17	N88°22'19"E	28.28'
L18	S00°13'20"W	24.65'
L21	S01°37'41"E	28.28'
L24	N89°48'40"W	3.58'
L25	S89°48'40"E	45.00'
L27	N40°05'21"W	10.51'
L41	S89°48'40"E	43.81'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	48°51'01"	400.00'	327.08'
C5	23°33'22"	353.50'	145.33'
C35	36°59'00"	121.47'	78.41'
C36	40°32'01"	56.30'	41.24'
C37	20°28'18"	56.30'	21.00'
C38	187°10'07"	56.30'	190.45'
C39	60°39'45"	50.00'	52.94'



PHOENIX
TRACT N. 23RD DR. SITE 150 PHOENIX, AZ 85027
TEL: (602) 977-6000 FAX: (602) 977-6009 www.cardno.com



FINAL PLAT

NORTH COPPER CANYON VILLAGE PARCEL 1.3
AUSTIN RANCH, LLC C/O COURTLAND HOMES, INC
SURPRISE, AZ

DATE	DESCRIPTION

BY: *[Signature]*

DATE: 1-JAN-2022

DRAWN: LJP

DESIGNED: LJP

CHECKED: LJP

PROJECT # 14191421000

SHEET TITLE

SHEET NUMBER

6

OF 6 SHEETS



Call or text 811 or visit 811.org to find out what's underground before you dig.

Arizona 811 is a free service provided by the state of Arizona.

811 is the number to call for all utility locating requests.

For more information, visit 811.org

EXP. DATE 6/30/2025

REGISTERED LAND SURVEYOR

2025

BOB WHITE P. 7203

MINIMUM FEES

[Signature]

AK 14191421000 Survey Parcel Maps Volume 13 14191421000-SURF-1P-Q-06.dwg User: User 7/20/2022 8:45:19 AM

FS22-0106

1. PRIOR TO BIDDING, THE LANDSCAPE CONTRACTOR SHALL WALK THE SITE TO DETERMINE THE FULL EXTENT OF DEMOLITION WORK (IF REQUIRED).
2. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR AND AN OWNER'S REPRESENTATIVE SHALL WALK THE SITE AND IDENTIFY ANY EXISTING DAMAGE TO SIDEWALKS, CURBS OR HARDSCAPES. ALL AREAS TO BE RE-INSPECTED UPON FINAL WALK THROUGH AND ANY DAMAGED AREAS TO BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. LANDSCAPE CONTRACTOR TO REVIEW ALL RELATED ENGINEERING, ARCHITECTURAL AND DRAINAGE PLANS AND COORDINATE WITH THE APPROPRIATE CONTRACTOR ON ANY ITEMS THAT COULD IMPROVE SCOPE. ANY DISCREPANCIES BETWEEN THE LANDSCAPE PLAN AND ANY OTHER CONSULTANT PLANS MUST BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
4. PRIOR TO CONSTRUCTION, ANY CLARIFICATIONS OR DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE CONDITIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
5. LANDSCAPE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION. CONTACT BLUE STAKE AT 602-263-1100 OR 1-800-782-5348.
6. LANDSCAPE CONTRACTOR TO PROVIDE BARBICADES ALONG PUBLIC STREETS IF REQUIRED DURING INSTALLATION.
7. ALL QUANTITIES ON THE PLANT LIST ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR, PLANS TAKE PRECEDENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD ESTIMATE ALL DECOMPOSED GRANITE QUANTITIES.
8. THE LANDSCAPE CONTRACTOR SHALL PROVIDE A 90 DAY WARRANTY ALL HARDSCAPES, IRRIGATION COMPONENTS AND TREES FOR A PERIOD OF 1 YEAR, SHRUBS, ACCENTS AND GROUND COVERS SHALL CARRY A 90 DAY WARRANTY.
9. ALL PLANTS MUST BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ANY PLANTS THAT DO NOT MEET THE ABOVE CRITERIA. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO SEASONAL PLANT MATERIAL AVAILABILITY, ALL ALTERNATES AND/OR SUBSTITUTIONS ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT, OWNER OR JURISDICTION.
11. PLANTS TO BE LOCATED AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, POWER POLES, AND LIGHT FIXTURES AS NECESSARY.
12. LANDSCAPE CONTRACTOR TO PROVIDE DRY G.C. OR OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OF PRE-EMERGENT FOR VERIFICATION. MINIMUM 2 APPLICATIONS REQUIRED.
13. PREPARED BACKFILL FOR PLANTING PITS SHALL BE 4 PARTS NATIVE SOIL TO 1 PART NITROGEN STABILIZED MULCH. MIX MULCH AND SOIL BACKFILL THOROUGHLY TO CREATE BACKFILL PRIOR TO PLACING IN PIT.
14. PROVIDE CONFORM TO THE REQUIREMENTS OF MAC SPECIFICATION, SECTION 705. PROVIDE A WRITTEN DESCRIPTION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE.
15. PROVIDE THE G.C. AND/OR OWNER A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL PRIOR TO DELIVERY TO THE SITE UNLESS OTHERWISE NOTED ON PLANS, DECOMPOSED GRANITE SHALL EXTEND TO GRASS SHRUBS AND BE RAKED UNIFORMLY ALONG WALLS, SIDEWALKS, AND CURBS.
16. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE OWNER.

1. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS TO COORDINATE ALL SLEEVING LOCATIONS WITH THE GENERAL CONTRACTOR AND/OR PAVING CONTRACTOR TO ENSURE THAT ALL SLEEVES ARE PROPERLY INSTALLED PRIOR TO PAVING, VERIFY ANY EXISTING SLEEVES THAT MAY HAVE BEEN PREVIOUSLY INSTALLED.
2. PRIOR TO CONSTRUCTION, VERIFY STATIC WATER PRESSURE. CONTACT LANDSCAPE ARCHITECT IF STATIC PRESSURE IS NOT ADEQUATE FOR LISTED DESIGN PRESSURE ON THE IRRIGATION PLANS.
3. MAINTAIN IRRIGATION AS-BUILTS THROUGHOUT INSTALLATION. AS-BUILT SET TO BE TURNED OVER TO OWNER PRIOR TO ACCEPTANCE OF THE IRRIGATION INSTALL.
4. VACUUM BREAKER/BACKFLOW PREVENTION DEVICE TO BE ASSEMBLED PER LOCAL REGULATORY STANDARDS.
5. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING MATERIALS AND LABOR TO PROVIDE SPECIFIED ELECTRICAL SERVICE TO ALL CONTROLLER LOCATIONS. ALL ELECTRICAL WORK TO BE PER MANUFACTURER'S SPECIFICATIONS AND PER LOCAL CODE.
6. IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPE AREAS- ALL LINES AND EQUIPMENT ARE SCHEMATIC.
7. ALL MATERIAL USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURERS SPECIFICATIONS. ALL PROVIDED MATERIALS AND EQUIPMENT SHALL BE APPROVED BY OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
8. USE COMMON TREES WHERE POSSIBLE. SEE DETAILS FOR TRENCING AND MINIMUM IRRIGATION PIPE BURY DEPTHS.
9. CONDUIT WIRE SHALL BE A DIFFERENT COLOR FOR TREE LINES & SHRUB LINES. AT LEAST THREE EXTRA CONTROL WIRES TO BE RUN TO THE FARTHEST VALVE LOCATION OF THE SYSTEM.
10. IRRIGATION LINES SHALL RUN PARALLEL TO THE HIGH SIDE OF SLOPES.
11. AN 18 GAUGE TRACER WIRE OF A DIFFERENT COLOR THAN THE CONTROL WIRES SHALL BE INSTALLED WITH ALL MAINLINES.
12. INSTALL ELECTRIC VALVES IN PLASTIC VALVE BOXES FLUSH WITH GRADE. ALL BOXES TO BE PLACED IN INCONSPICUOUS LOCATIONS AS POSSIBLE. AVOID INSTALLING VALVE BOXES AT THE BOTTOM OF ANY RETENTION AREAS WHERE PONDING IS POSSIBLE.
13. PLANT GRADING IN VALVE BOXES TO BE 1" ABOVE GRADE. 1" SO THAT VALVE IS COMPLETELY VISIBLE. LIP OF VALVE BOX IS ALSO TO BE FREE OF DEBRIS.
14. EMITTERS TO BE PLACED ON THE UPHILL SIDE OF THE PLANTS. ALL PLANTS REQUIRING MORE THAN ONE DROP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE ROOT BALL.
15. CONTRACTOR TO CAP OFF ALL IRRIGATION AT PHASING LIMITS AS REQUIRED, AND MARK APPROPRIATELY FOR EASY LOCATION UPON FUTURE EXPANSION.
16. OWNER'S APPROVAL OF ALL WORK SHALL BE OBTAINED AND BE PERFORMED AS FOLLOWS:
 - A. ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPELINES AND SLEEVES) TO BE DOCUMENTED FROM TWO STATIONARY POINTS. (AS-BUILTS PER #2 ABOVE).
 - B. IRRIGATION VALVES TO BE LABELED ON A SHEET OF PAPER WITH STATIONS ALPHABETICALLY TO MATCH THE IRRIGATION PLAN. ALL VALVE BOXES THIS SHEET TO BE PLACED IN A PLASTIC POUCH AND ATTACHED TO THE INSIDE OF CONTROLLER.
 - C. ALL DRIP SYSTEMS TO BE FLUSHED BEGINNING WITH "Y" STRAINER, AND WORKING AWAY FROM PRESSURE REGULATOR.
 - D. IRRIGATION SYSTEMS TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS/RADIUS ADJUSTED TO ACHIEVE 100% COVERAGE. AVOID OVER-SPRAY ON/ALL WALKS, CURBS, WALLS, EXISTING STRUCTURES OR ANOTHER OTHER HARDSCAPE AREA. ADJUST ALL HEADS/ROTORS TO PROPER HEIGHTS AND VERTICAL ALIGNMENT.
 - E. INSURE THAT NO CONTRACTOR OR SUB CONTRACTOR CONSTRUCTION THAT ALL VALVES ARE ELECTRONICALLY OPERABLE BY THE CONTROLLER.
- F. AVOID ENTIRE SYSTEM FOR LEAKS OR DAMAGE DURING CONSTRUCTION.

1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. HE SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF PLANS AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.
3. QUANTITIES PROVIDED ARE FOR ESTIMATING PURPOSES ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPE AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/OR FINE GRADING TO BE ESTABLISHED BY OTHERS. ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER OR AS NOTED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL MEET WITH THE CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE OF LANDSCAPE AREAS SHALL BE 3" BELOW THE TOP OF ADJACENT WALLS AND CURBS PRIOR TO RECEIVING DECOMPOSED GRANITE OF GRASS SEED/SOD.
5. ALL SIGNS AND SIGNAGE REQUIRE A CITY OF SURPRISE SEPARATE PERMIT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL ADHERE TO SURPRISE DETAIL 4-01. SIGN VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST BE MET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02. TREES, SHRUBS, AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGN VISIBILITY TRIRANGLE PROVIDED LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 10 FEET FROM THE SIGN.
7. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE SDD PER CHAPTER 8.

1. TREE ROOT BARRIERS ARE REQUIRED PER CITY OF SURPRISE ESDS STD. 8.2.1. ALL TREES ARE WITHIN 3" OF SIDEWALKS, CURBS, PAVEMENT OR WALLS.
2. CONTRACTOR TO INSTALL ALL MATERIALS AS SPECIFIED IN THE PLAN SET, OR AN APPROVED EQUIVALENT BY THE OWNER/LANDSCAPE ARCHITECT.
3. STREET TREES WILL BE LOCATED IN THE LANDSCAPED AREA BETWEEN THE SIDEWALKS AND CURB. LOCAL STREETS WILL HAVE A MINIMUM OF ONE 24" INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS AND PLANTS PER 100' OF STREET. SUBURBAN STREETS AND LOTS UP TO 50 FEET WIDE, HOMES WITH FRONTAGES GREATER THAN 50 FEET WIDE WILL HAVE AN ADDITIONAL TREE AND TWO SHRUBS AND/OR GROUND COVER PLANTS.
4. TREE SPECIES PERMITTED WITHIN THE R.O.W.:
 - ACACIA SALICINA (WILLOW ACACIA)
 - ACACIA STENOPHYLLA (SHOESTRING ACACIA)
 - ACACIA WILLOARDIANA (PALO BANTLE)
 - CALLISTEMON RIGIDUS (BOTTLETREE)
 - QUERCUS VIRGINIANA (SOUTHERN OAK)
 - SOPHORA SECUNDIFLORA (TEXAS MIM. LAUREL)
 - CHILIPSA LINEARIS (DESERT WILLOW)
 - OLEA EUROPAEA (SWAN HILL LEAF)
5. TREES WITH THORNS ARE TO BE LOCATED A MINIMUM OF 10' FROM PEDESTRIAN ROUTES.
6. DEVELOPER RESERVES THE RIGHT TO REPLACE ANY TREE, OUTSIDE OF THE R.O.W., WITH A SALVAGED TREE OF EQUAL OR GREATER SIZE. THOSE WITH SPECIES ARE NOT PERMITTED.
7. ALL IRRIGATION PIPING SHALL BE INSTALLED IN PURPLE PIPING, PER CITY OF SURPRISE ESDS STD. 8.2(5).
8. HOMES LOCATED ON INTERSECTIONS ARE REQUIRED TO HAVE THE LANDSCAPED AREA BETWEEN THE SIDEWALKS AND CURB (1) 24" BOX TREE AND (4) 5 GALLON SHRUBS AND/OR GROUND COVER PLANTS PER 25 LINEAR FEET INCLUDED WITH THE FRONT YARD LANDSCAPING BY THE

ENGINEER
CARDNO, INC.
19621 N. 23RD DRIVE, SUITE 150
PHOENIX, AZ 85027
CONTACT: DANIEL J. POTTINGER, P.E.
602-977-8000
daniel.pottinger@cardno.com

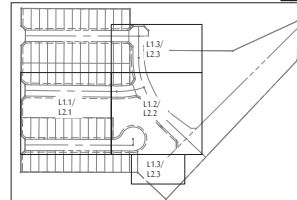
McGOUGH ADAMSON
535 E. MCKELLIPS ROAD, STE 131
MESA, ARIZONA 85203
CONTACT: NICK ADAMSON, RLA
602-997-9093
nicka@mg-az.com

SHEET #	DESCRIPTION
L0.1	COVER SHEET
L1.1 - L1.3	PLANTING PLAN
L2.1 - L2.3	IRRIGATION PLAN
L3.1	WALL PLAN
L4.1	AMENITIES SCHEDULE
L5.1 - L5.5	DETAILS

TRACT AREA AND USAGE TABLE			
TRACT	SQUARE FEET	ACRES	USAGE CATEGORY
C (49%)	60,827	1.396	ACTIVE: PARK
C (51%)	63,309	1.453	PASSIVE: RETENTION LANDSCAPING
G	172,582	3.962	PASSIVE: RETENTION LANDSCAPING
H	3,514	0.081	PASSIVE: STREETScape LANDSCAPING
I	3,083	0.071	PASSIVE: STREETScape LANDSCAPING
J	458	0.011	PASSIVE: STREETScape LANDSCAPING

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.	SIZE	COMMENTS
TREES				
	ACACIA ANEURA - MULGA	11	24" BOX	STANDARD
	ACACIA SALICINA - WILLOW ACACIA	9	24" BOX	STANDARD
	CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW	78	24" BOX	MULTI-TRUNK
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE	35	24" BOX	MULTI-TRUNK
	PARKINSONIA FLORIDA - BLUE PALO VERDE	31	24" BOX	STANDARD
	PROSOPIS HYBRID 'AZT' - 'AZT' THORNLESS MESQUITE	44	24" BOX	MULTI-TRUNK
	OLYNEYA TESOTA - IRONWOOD	9 2	24" BOX 60" BOX *	STANDARD STANDARD
SHRUBS				
	CALLIANDRA ERIOPHYLLA - PINK FAIRY DUSTER	109	5 GAL	CAN FULL
	ENCELIA FARINOSA - BRITTLERBUSH	189	5 GAL	CAN FULL
	HYPTIS EMORYI - DESERT LAVENDER	122	5 GAL	CAN FULL
	JUSTICIA CALIFORNICA - CHUPAROSA	49	5 GAL	CAN FULL
	LARREA TRIDENTATA - CREOSOTE BUSH	82	5 GAL	CAN FULL
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE	190	5 GAL	CAN FULL
	SIMMONDSIA CHINENSIS - JOJOBA	86	5 GAL	CAN FULL
	SPHAERALCEA - AMBIGUA - GLOBE MALLOW	132	5 GAL	CAN FULL
ACCENTS				
	AGAVE AMERICANA - AMERICAN AGAVE	27	5 GAL	CAN FULL
	AGAVE PARRYI - PARRY'S AGAVE	86	5 GAL	CAN FULL
	ASCLEPIUS SUBULATA - DESERT MILKWEED	44	5 GAL	CAN FULL
	BOUTELLOUA GRACILIS - BLONDE AMBITION GRASS	217	5 GAL	CAN FULL
	DASYLIION WHEELERI - DESERT SPOON	82	5 GAL	CAN FULL
	FOQUIERIA SPLENDENS - OCOTILLO	36	8 CANES	BARE ROOT
	HESPERALOE PARVIFLORA 'PERPA' - 'BRAKELIGHTS' RED YUCCA	121	5 GAL	CAN FULL
	MUHLENBERGIA RIGENS - DEER GRASS	166	5 GAL	CAN FULL
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR	10	5 GAL	2 PADS MIN.
GROUND COVERS				
	ACACIA REDOLENS - TRAILING ACACIA	79	5 GAL	CAN FULL
	AMBROSIA DELTOIDEA - TRIANGLEAF BURSAGE	180	5 GAL	CAN FULL
	BAILEYA MULTIRADIATA - DESERT MARGOLD	122	5 GAL	CAN FULL
	EREMOPHILA GLABRA HYBRID - 'OUTBACK SUNRISE' EMU	76	5 GAL	CAN FULL
	DECOMPOSED GRANITE - COLOR 'MOUNTAIN VISTA BROWN' BY KILAUEA CRUSHERS - MINIMUM 2" DEPTH		181314 SQ.FT.	
	MID-IRON BERMUDA TURF		18,837 SQ. FT.	
	1/4" MINUS DECOMPOSED GRANITE - COLOR 'MOUNTAIN VISTA BROWN' BY KILAUEA CRUSHERS, 3" DEPTH		565 SQ. FT.	

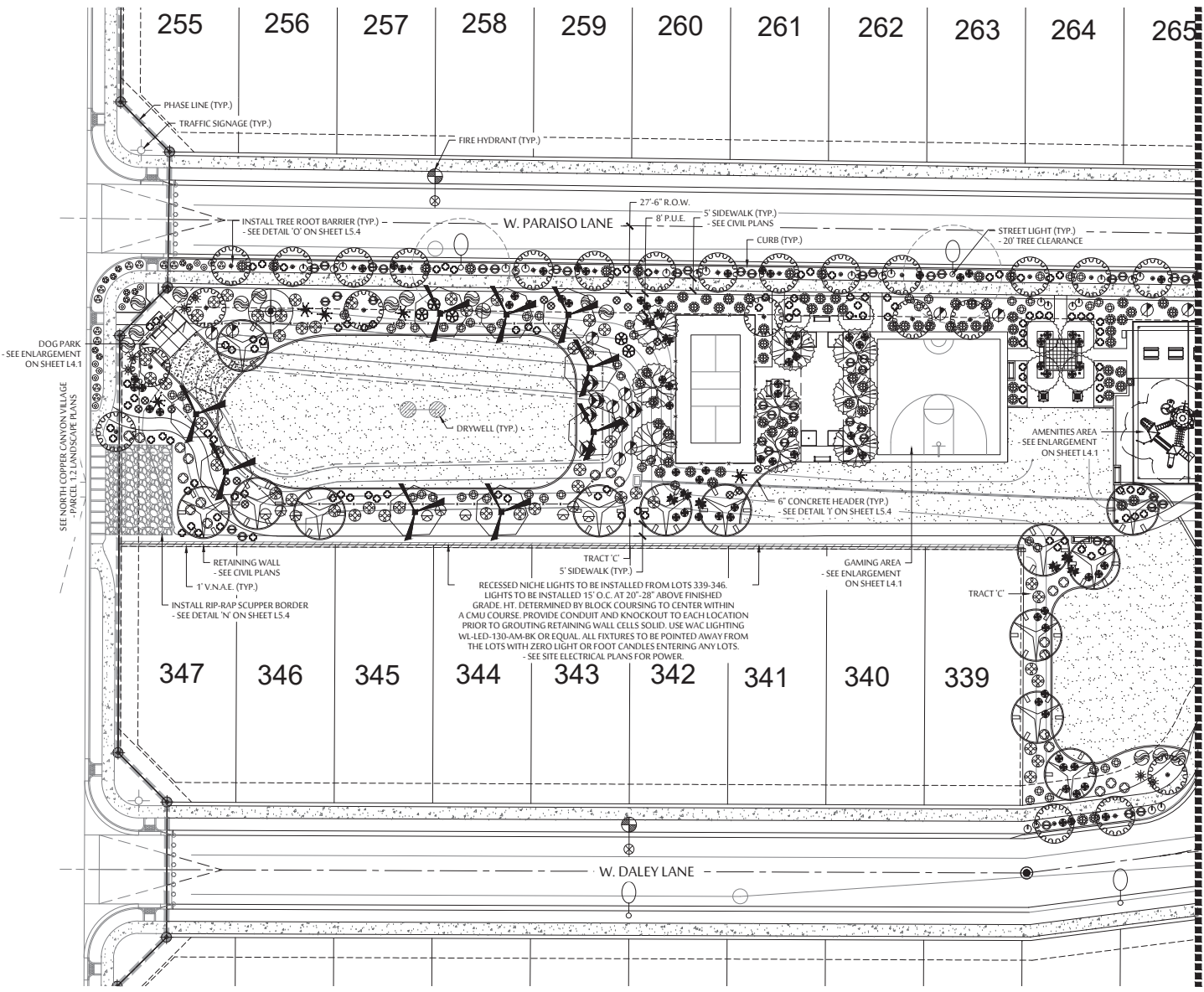
KEY MAP

[illegible]

IB NO. 19-72
 DATE: 06-29-22
 DRAWN BY: BD
 CHECKED BY: NA

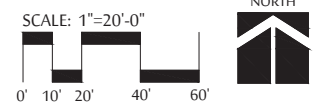
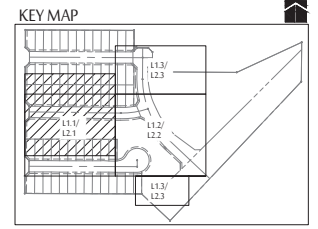
CASE NUMBER: FS22-0106

L 0.1



PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MULGA
	ACACIA SALICINA - WILLOW ACACIA
	CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA FLORIDA - BLUE PALO VERDE
	PROSOPIS HYBRID 'AZT' - 'AZT' THORNSLESS MESQUITE
	OLYNEA TESOTA - IRONWOOD
SHRUBS	
	CALLIANDRA ERIOPHYLLA - PINK FAIRY DUSTER
	ENCELIA FARINOSA - BRITTLEBUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARRYI - PARRY'S AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOUQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA 'PERPA' - 'BRAKELIGHTS' RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
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	DECOMPOSED GRANITE - COLOR 'MOUNTAIN VISTA BROWN' BY KILAUEA CRUSHERS - MINIMUM 2" DEPTH
	MID-IRON BERMUDA TURF
	1/4" MINUS DECOMPOSED GRANITE - COLOR 'MOUNTAIN VISTA BROWN' BY KILAUEA CRUSHERS, 3" DEPTH

* 60" BOX IRONWOODS SOURCED FROM COURTLAND HOMES SALVAGE NURSERY



MCGOUGH
ADAMSON

Landscape
Architects

Land
Planning

Irrigation

535 E. MCKELLIPS RD., SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-9093



PLANTING PLAN

NORTH COPPER CANYON VILLAGE - PARCEL 1.3

NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

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

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

JOB NO. 19-72

DATE: 06-29-22

DRAWN BY: BD

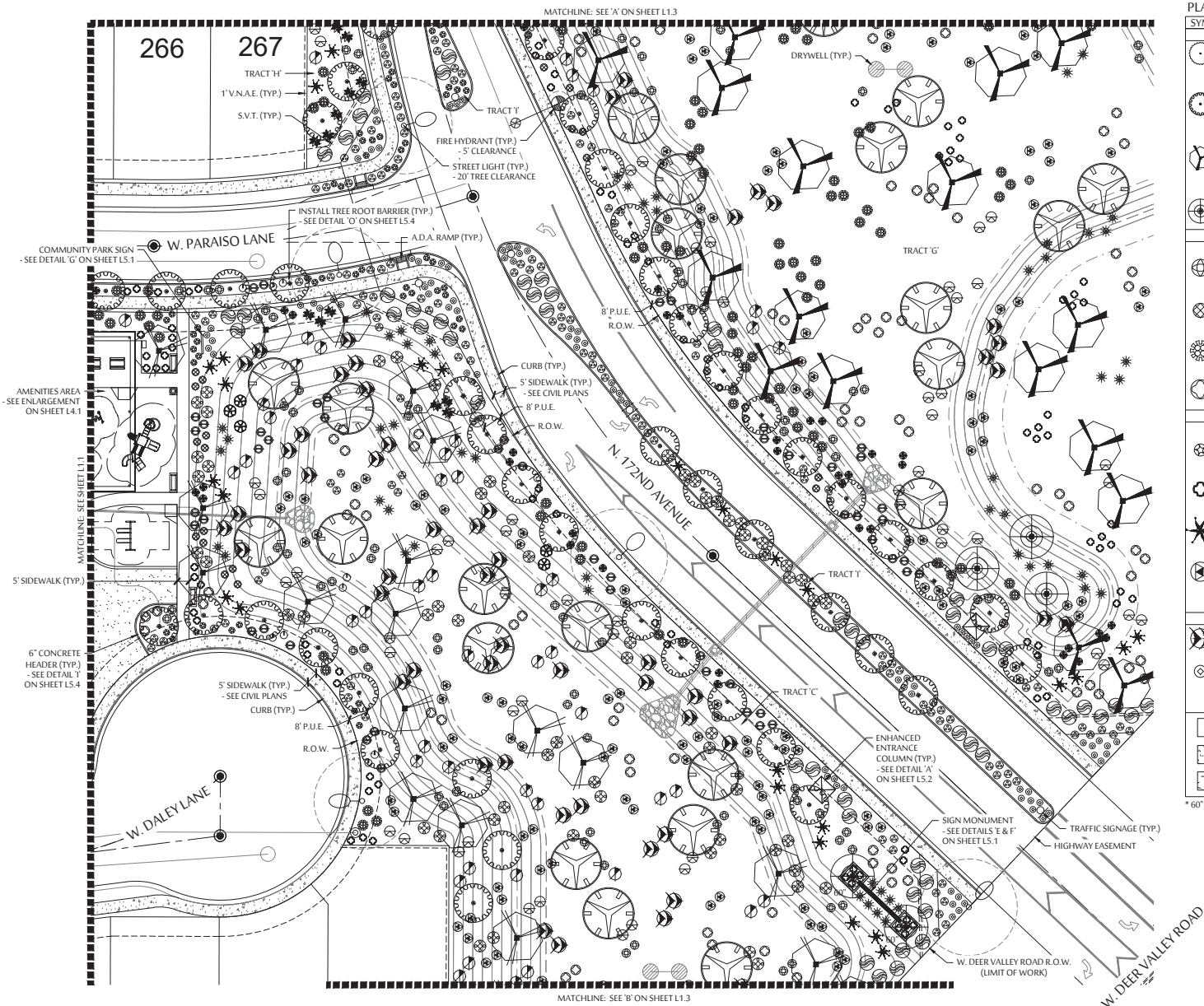
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REVISIONS:

CASE NUMBER: FS22-0106

SHEET NO.

L 1.1

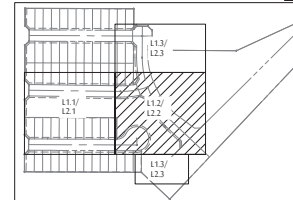


PLANT LEGEND

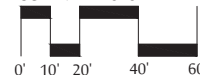
SYMBOL	BOTANICAL NAME - COMMON NAME
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	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARRYI - PARRY'S AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	FOUQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA 'PERPA' - 'BRAKELIGHTS' RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	ACACIA REDOLENS - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLELEAF BURSAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	EREMOPHILA GLABRA HYBRID - 'OUTBACK SUNRISE' EMU
	DECOMPOSED GRANITE - COLOR 'MOUNTAIN VISTA BROWN' BY KILAUEA CRUSHERS - MINIMUM 2" DEPTH
	MID-IRON BERMUDA TURF
	1/4" MINUS DECOMPOSED GRANITE - COLOR 'MOUNTAIN VISTA BROWN' BY KILAUEA CRUSHERS, 3" DEPTH

* 60" BOX IRONWOODS SOURCED FROM COURTLAND HOMES SALVAGE NURSERY

KEY MAP



SCALE: 1"=20'-0"



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PHONE: (602) 997-9093



PLANTING PLAN NORTH COPPER CANYON VILLAGE - PARCEL 1.3 NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE SURPRISE, ARIZONA

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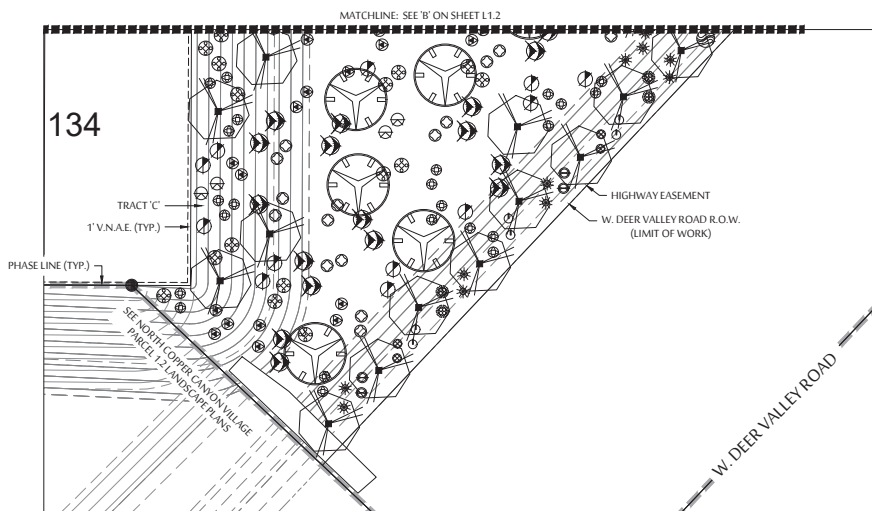
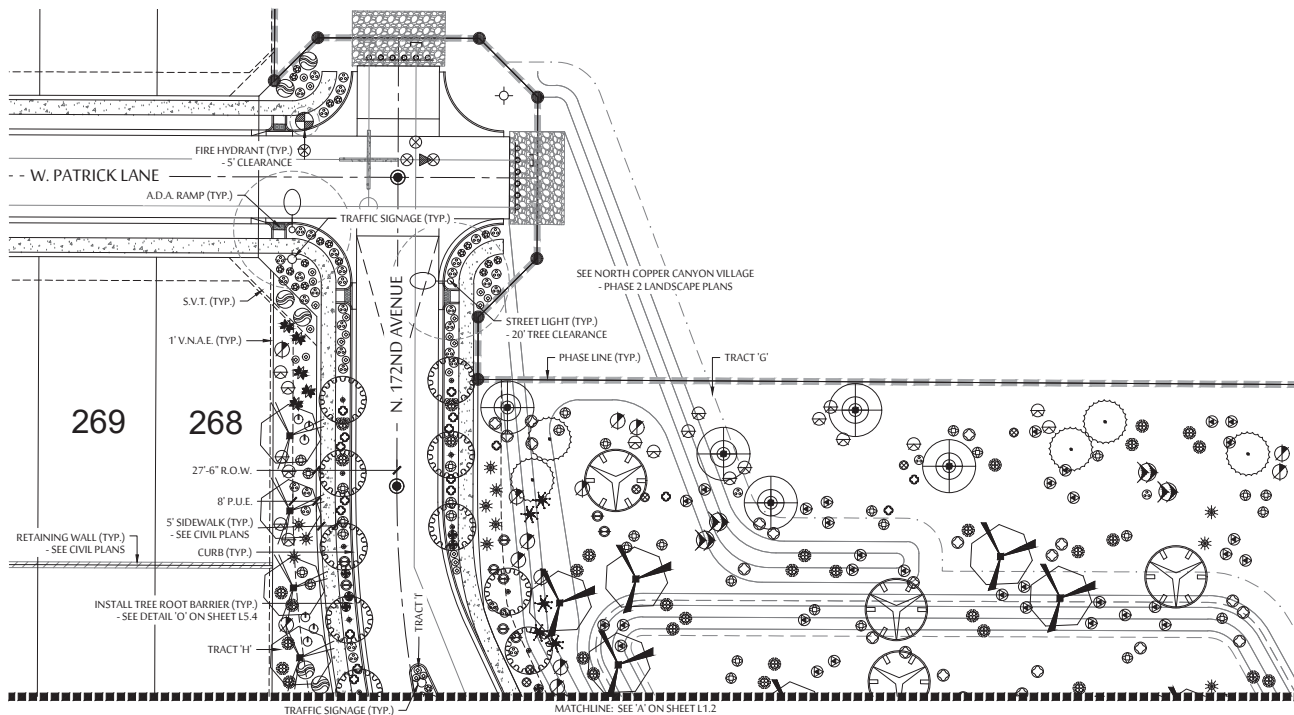
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SHEET NO.
L 1.2

3 of 14

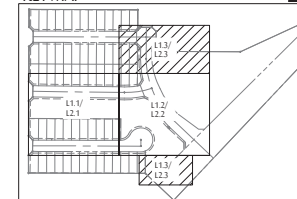


PLANT LEGEND

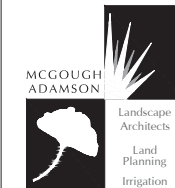
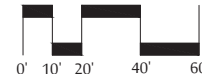
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	ACACIA ANEURA - MULGA
	ACACIA SALICINA - WILLOW ACACIA
	CHILOPSIS SP. 'RIO SALADO' - 'RIO SALADO' DESERT WILLOW
	PARKINSONIA HYBRID - DESERT MUSEUM PALO VERDE
	PARKINSONIA FLORIDA - BLUE PALO VERDE
	PROSOPIS HYBRID 'AZT' - 'AZT' THORNLESS MESQUITE
	OLYNEA TESOTA - IRONWOOD
SHRUBS	
	CALLIANDRA ERIOPHYLLA - PINK FAIRY DUSTER
	ENCELIA FARINOSA - BRITTLEBUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA - AMBIGUA - GLOBE MALLOW
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* 60" BOX IRONWOODS SOURCED FROM COURTLAND HOMES SALVAGE NURSERY

KEY MAP



SCALE: 1"=20'-0"



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PLANTING PLAN
NORTH COPPER CANYON VILLAGE - PARCEL 1.3
NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

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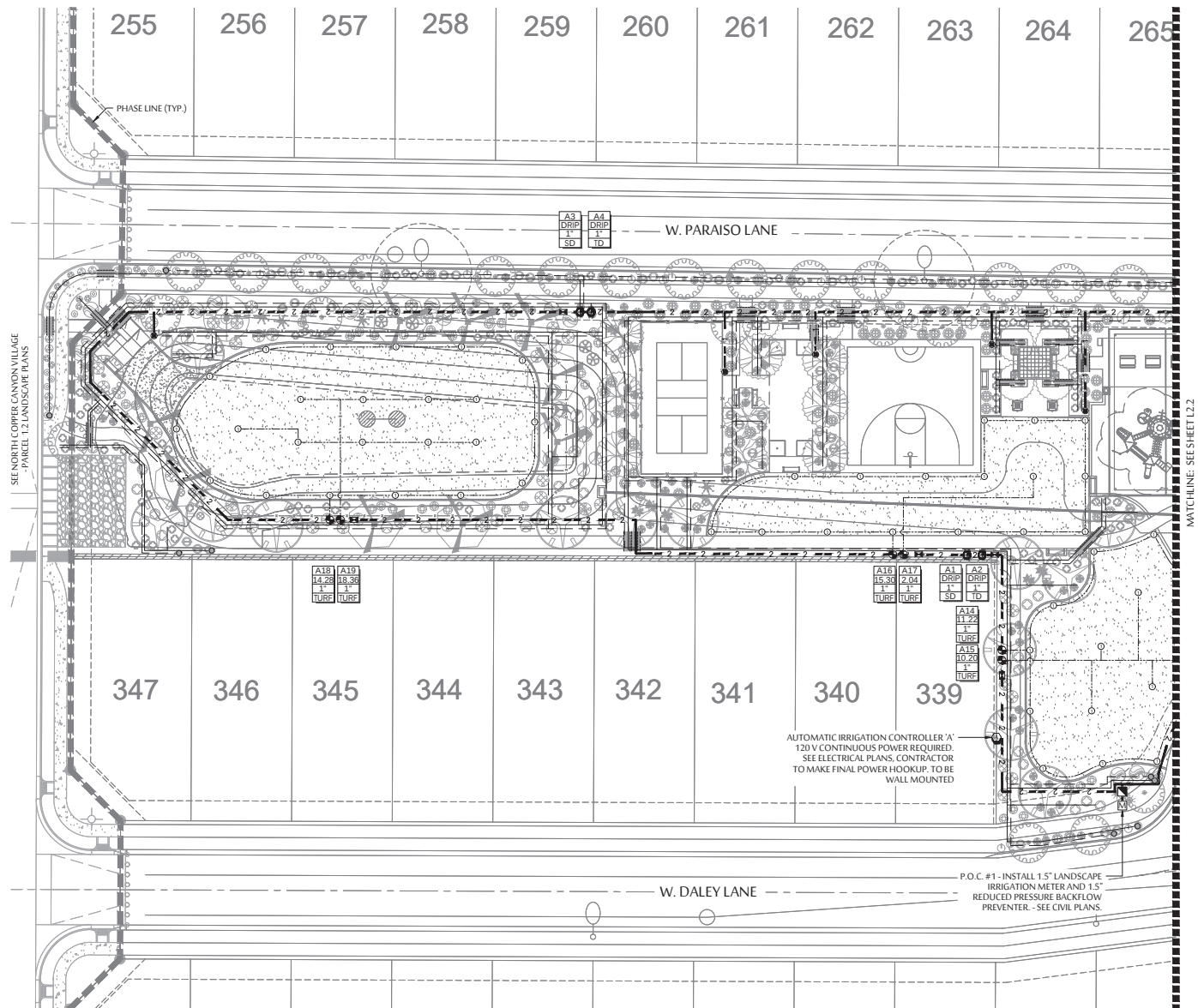
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SHEET NO.
L 1.3

4 of 14



IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
	WATER METER - SIZE PER PLANS; COORDINATE LOCATION AND INSTALLATION W/ OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
	FEBCO 825YA REDUCED PRESSURE BACKFLOW PREVENTOR - SIZE PER PLANS.
	GRISWOLD 2000 SERIES MASTER VALVE (#2160 - 1.5", NORMALLY OPEN VALVE) AND IRRITROL FLOW SENSOR (FS-B150)
	IRRITROL AUTOMATIC IRRIGATION CONTROLLER A = MC-24E (WALL MOUNT) - ADD CLIMATE LOGIC WEATHER STATION (CL-100-WIRELESS).
	MAINLINE: SIZE AS PER PLAN- SCH. 40 PVC.
	PVC LATERAL (TREES) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
	PVC LATERAL (SHRUBS, VINES, GROUND COVERS) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR EMITTER APPLICATION
	PVC LATERAL (TURF) - SCH. 40 PVC MIN.
	HAMMOND 667 GATE VALVE - SAME SIZE AS MAINLINE.
	IRRITROL 7000K-1-MF - ELEC. REMOTE CONTROL DRIP VALVE ASSEMBLY: SIZE AS NOTED ON PLAN.
	IRRITROL 700 SERIES ELECTRIC GLOBE VALVE; (PART# 700-1) - 1 VALVE PER VALVE BOX.
	TORO 3/4" QUICK COUPLER: #075-SLSC
	FLUSH VALVE ASSEMBLY.
	SCHEDULE SCH 40 PVC SLEEVE. SEE SLEEVING SCH.
	ADD 2" SCHEDULE SCH 40 PVC SLEEVE FOR CONTROL WIRE WHERE NECESSARY.
	CONTROLLER AND STATION. FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE ID - SD=SHRUB DRIP, TD=TREE DRIP, T = TURF.
	SEE SHEETS L5.4 & L5.5 FOR ALL IRRIGATION DETAILS ***CONTRACTOR MUST HAVE OWNER/LANDSCAPE ARCHITECT APPROVAL FOR ALL IRRIGATION EQUIPMENT ALTERNATES/EQUIVALENTS***

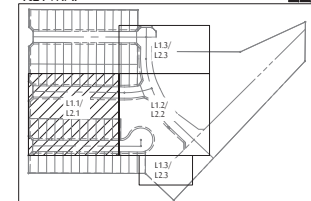
NOTE: ALL IRRIGATION PIPING EXCEPT DRIP TUBING SHALL BE INSTALLED IN COLORED PURPLE PIPING. CITY OF SURPRISE EDS STANDARD 8.2(5).

POP UP ROTOR/EMITTER SCHEDULE

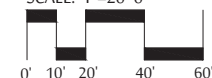
- TORO T5 RAPIDSET SERIES ROTOR 1.0LA NOZZLE (T5PCKSS1.0LA-RS)
- TORO TVAN VARIABLE ARC NOZZLE 17" SERIES (GRAY) (TVAN17) - USE WITH 570ZPRX SERIES SPRAY HEAD

* SYSTEM DESIGN PRESSURE = 45 PSI AT HEAD/ROTOR. NOTIFY LANDSCAPE ARCHITECT IF PRESSURE IN FIELD IS NOT SUFFICIENT.

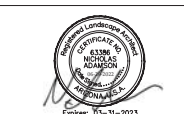
KEY MAP



SCALE: 1"=20'-0"



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IRRIGATION PLAN
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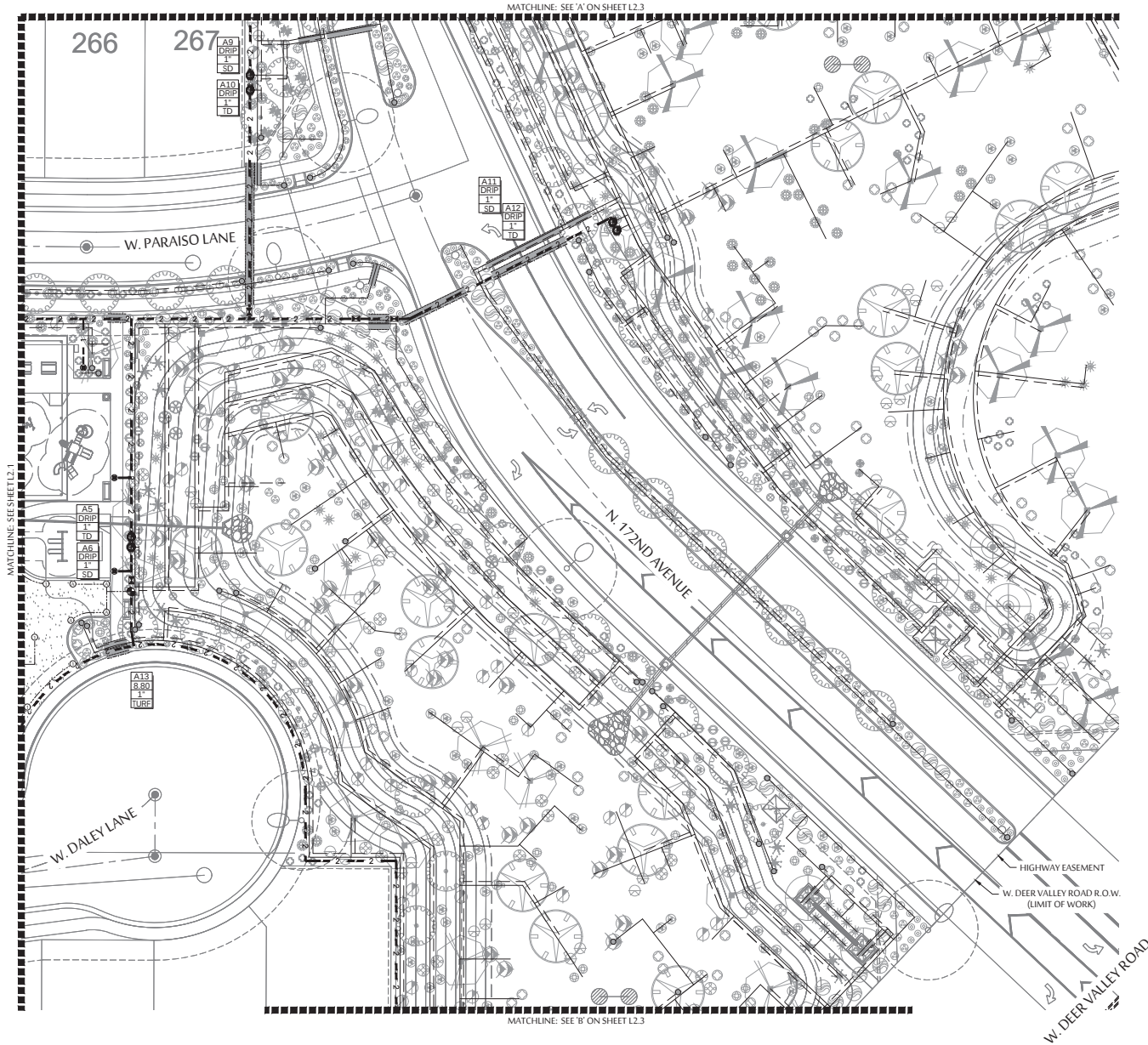
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L 2.1

5 of 14



IRRIGATION SCHEDULE

SYMBOL	SPECIFICATION
	WATER METER - SIZE PER PLANS; COORDINATE LOCATION AND INSTALLATION W/ OWNER'S REPRESENTATIVE OF METER. SEE CIVIL PLANS FOR EXACT LOCATIONS.
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	MAINLINE: SIZE AS PER PLAN- SCH. 40 PVC.
	PVC LATERAL (TREES) - CLASS 200 PVC MIN. SEE EMITTER SCHEDULE FOR TREE/EMITTER APPLICATION
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	IRRITROL 700 SERIES ELECTRIC GLOBE VALVE; (PART# 700-1) - 1 VALVE PER VALVE BOX.
	TORO 3/4" QUICK COUPLER: #075-SLSC
	FLUSH VALVE ASSEMBLY.
	SCHEDULE SCH 40 PVC SLEEVE. SEE SLEEVING SCH.
	ADD 2" SCHEDULE SCH 40 PVC SLEEVE FOR CONTROL WIRE WHERE NECESSARY.
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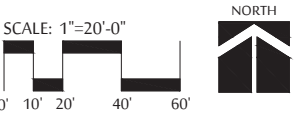
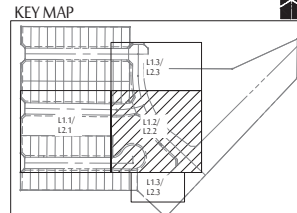
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NOTE: ALL IRRIGATION PIPING EXCEPT DRIP TUBING SHALL BE INSTALLED IN COLORED PURPLE PIPING. CITY OF SURPRISE EDS STANDARD 8.2(S).

POP UP ROTOR/EMITTER SCHEDULE

- 1 TORO T5 RAPIDSET SERIES ROTOR 1.0LA NOZZLE (T5PCKSS1.0LA-RS)
- 2 TORO TVAN VARIABLE ARC NOZZLE 17" SERIES (GRAY) (TVAN17) - USE WITH 570ZPRX SERIES SPRAY HEAD

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MCGOUGH ADAMSON
 Landscape Architects
 Land Planning
 Irrigation
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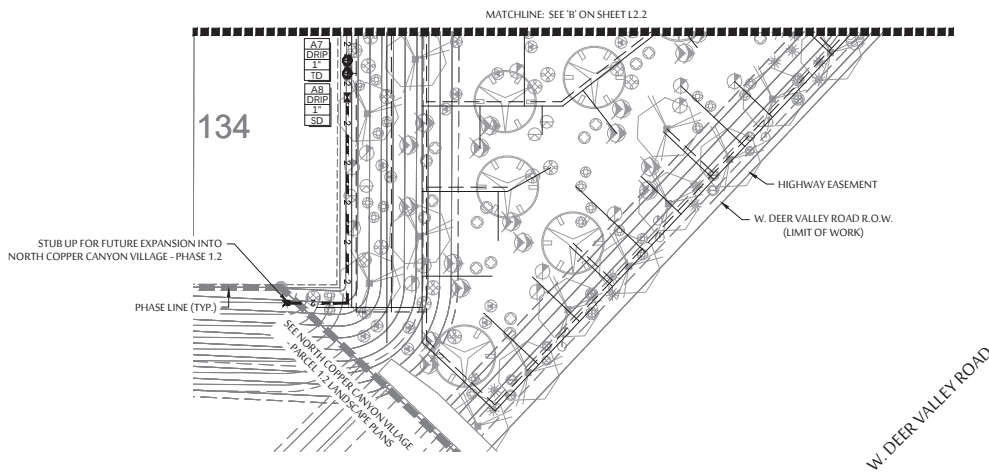
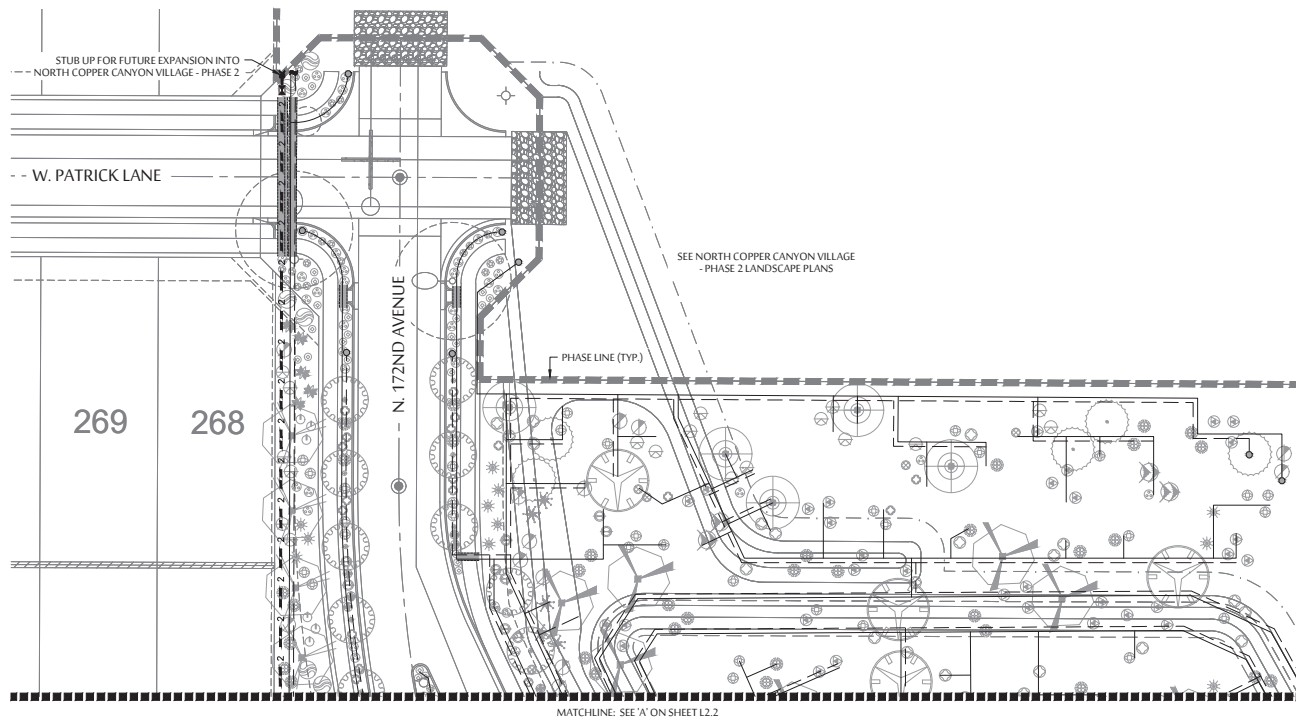
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SHEET NO. L 2.2

6 of 14



IRRIGATION SCHEDULE

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	FLUSH VALVE ASSEMBLY.
	SCHEDULE SCH 40 PVC SLEEVE. SEE SLEEVING SCH.
	ADD 2" SCHEDULE SCH 40 PVC SLEEVE FOR CONTROL WIRE WHERE NECESSARY.
	CONTROLLER AND STATION. FLOW - GALLONS PER MINUTE (SEE PIPE SIZING SCH.) VALVE SIZE VALVE I.D. - SD=SHRUB DRIP, TD=TREE DRIP, T = TURF.
	A1 DRIFT
	SD

SEE SHEETS L5.4 & L5.5 FOR ALL IRRIGATION DETAILS

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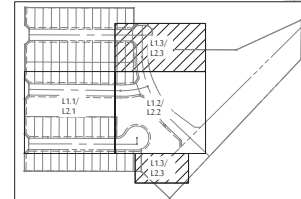
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POP UP ROTOR/EMITTER SCHEDULE

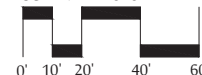
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KEY MAP



SCALE: 1"=20'-0"



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IRRIGATION PLAN
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L 2.3

7 of 14



WALL PLAN
NORTH COPPER CANYON VILLAGE - PARCEL 1.3
NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
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L 3.1

8 of 14

WALL PLAN LEGEND

6' HT. THEME WALL (≈ 589 LN.FT.)
- SEE DETAIL 'A' ON SHEET L5.1

6' HT. PARTIAL VIEW FENCE (≈ 360 LN.FT.)
- SEE DETAIL 'D' ON SHEET L5.1

PROJECT THEME COLUMNS - (11) TOTAL
- SEE DETAIL 'B' ON SHEET L5.1

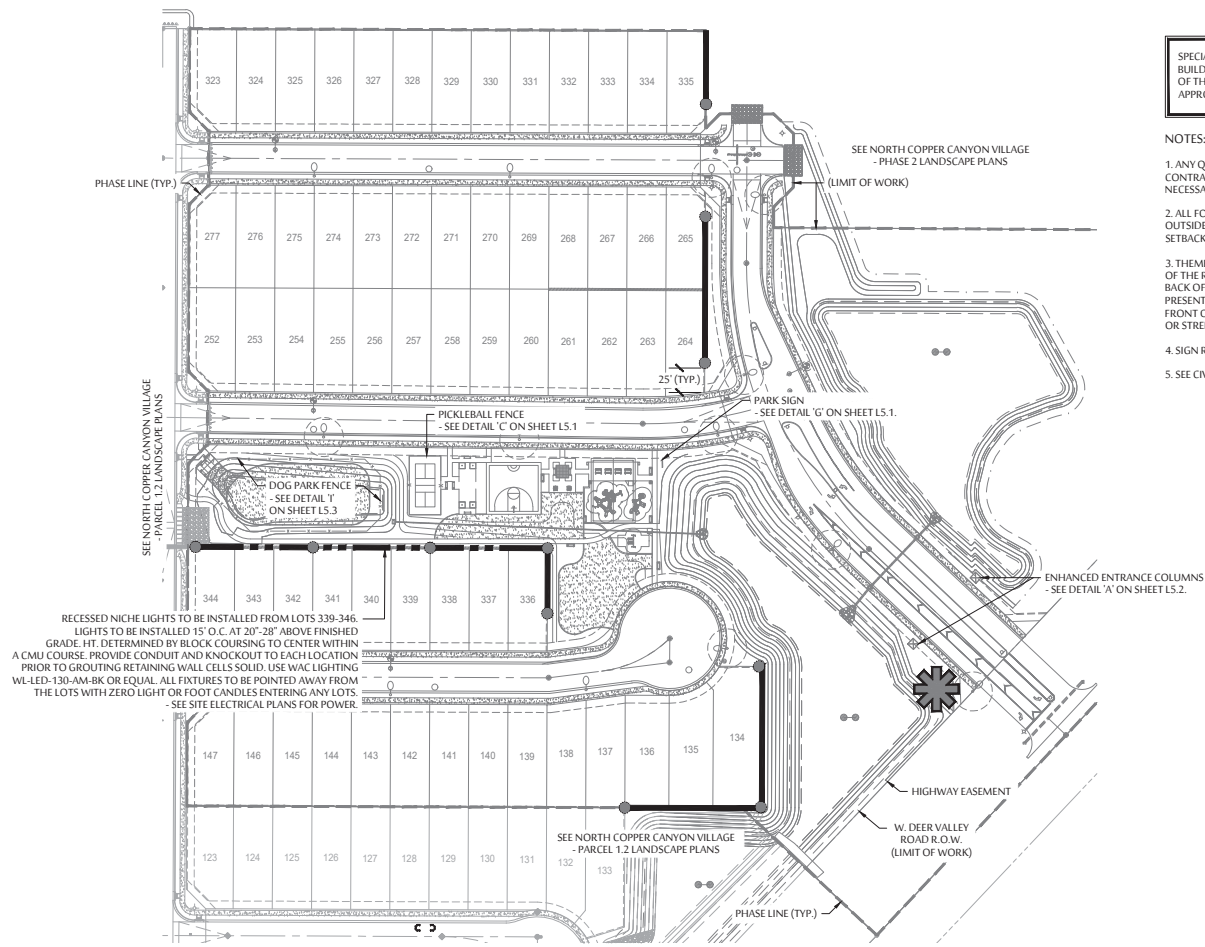
PRIMARY ENTRANCE SIGN MONUMENT
- SEE DETAILS 'E' & 'F' ON SHEET L5.1

NOTE: QUANTITIES ABOVE ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR TO USE THE FINAL PLAT (SITE PLAN) TO DETERMINE THE QUANTITY OF MATERIALS NECESSARY TO COMPLETE THE WORK.

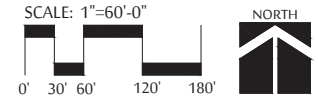
SPECIAL NOTE:
BUILDER RESERVES THE RIGHT TO REVISE THE SPACING AND/OR QUANTITY OF THEME COLUMNS ON THE PROJECT. GET STRUCTURAL ENGINEERING APPROVAL FOR ANY CHANGES PRIOR TO CONSTRUCTION.

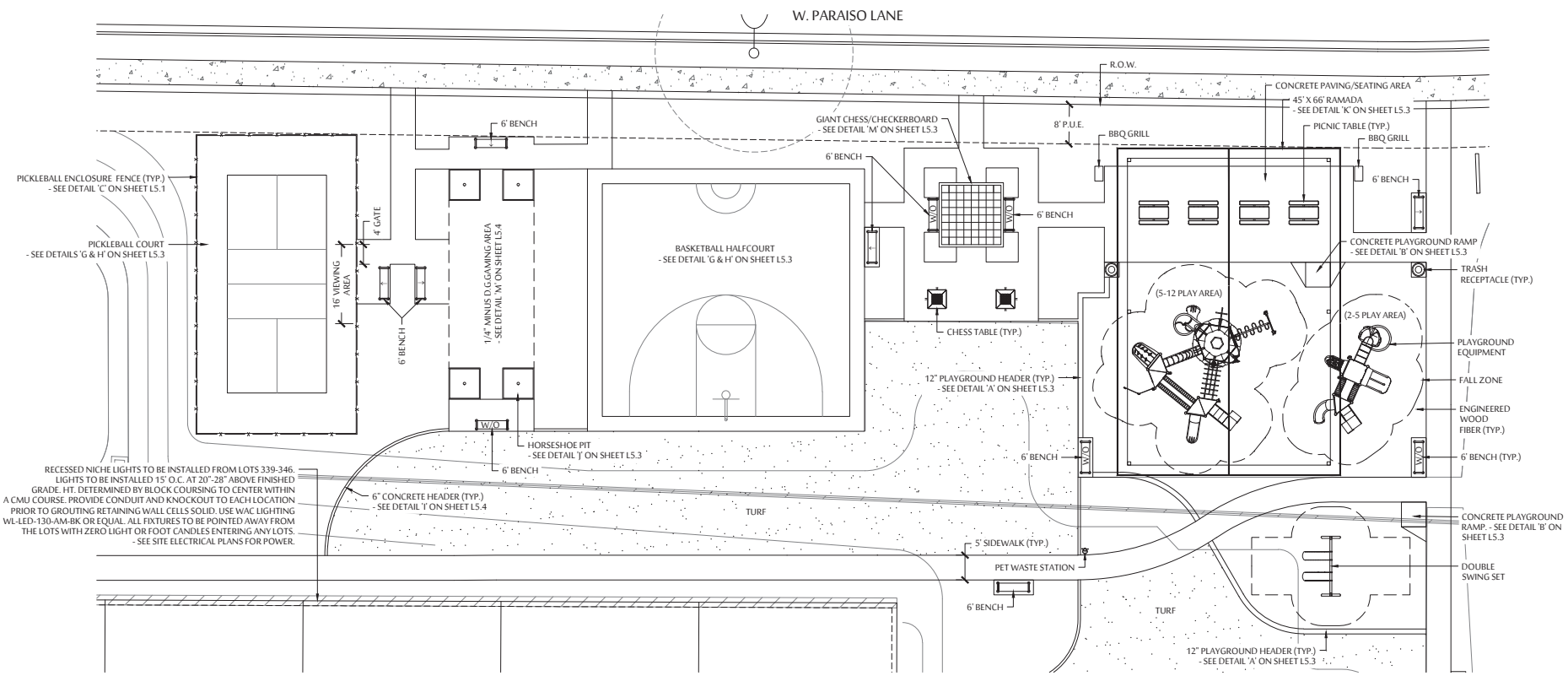
NOTES:

1. ANY QUANTITIES SHOWN ON THIS SHEET ARE FOR CONVENIENCE ONLY. CONTRACTOR TO UTILIZE THE FINAL SITE PLAN TO VERIFY ALL QUANTITIES NECESSARY TO BID AND INSTALL WALLS, COLUMNS AND FENCING.
2. ALL FOOTINGS, WALLS, FENCES AND THEME COLUMNS ARE TO BE LOCATED OUTSIDE OF THE P.U.E., R.O.W., SIGHT VISIBILITY TRIANGLES AND FRONT YARD SETBACKS.
3. THEME COLUMNS AND/OR ENDS OF WALLS ARE TO BE 25'-0" OFF THE BACK OF THE R.O.W. SOME THEME COLUMNS MAY HAVE TO BE LOCATED 30' OFF THE BACK OF THE R.O.W. WHERE SIGHT VISIBILITY TRIANGLE EASEMENTS ARE PRESENT. CONTRACTOR TO INSTALL 6"x6" CONCRETE HEADER FROM THE FRONT OF THE COLUMN (OR END OF WALL) TO THE BACK OF THE SIDEWALK OR STREET FRONTAGE CURB.
4. SIGN REQUIRES A SEPARATE PERMIT. DETAILS ARE FOR INFORMATION ONLY.
5. SEE CIVIL PLANS FOR RETAINING WALL LOCATIONS.

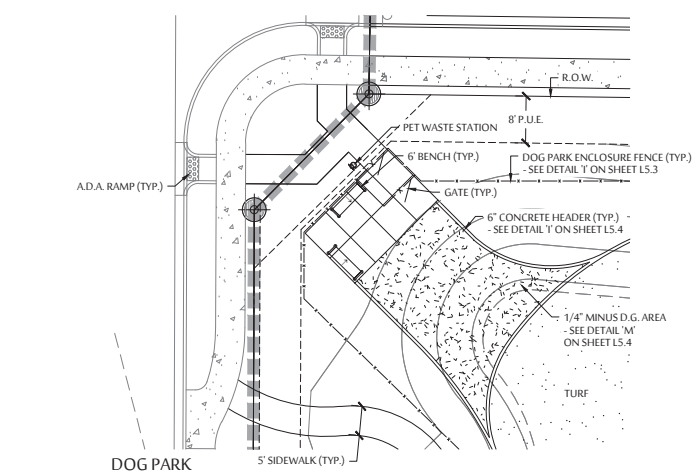


RECESSED NICHE LIGHTS TO BE INSTALLED FROM LOTS 339-346. LIGHTS TO BE INSTALLED 15" O.C. AT 20"-28" ABOVE FINISHED GRADE. HT. DETERMINED BY BLOCK COURSING TO CENTER WITHIN A CMU COURSE. PROVIDE CONDUIT AND KNOCKOUT TO EACH LOCATION PRIOR TO GROUTING RETAINING WALL CELLS SOLID. USE WAC LIGHTING WL-LED-130-AM-BK OR EQUAL. ALL FIXTURES TO BE POINTED AWAY FROM THE LOTS WITH ZERO LIGHT OR FOOT CANDLES ENTERING ANY LOTS. - SEE SITE ELECTRICAL PLANS FOR POWER.





AMENITIES & GAMING AREAS



DOG PARK

AMENITIES SCHEDULE

PLAYGROUND EQUIPMENT
 MANUFACTURER: LANDSCAPE STRUCTURES
 CONTACT: EXERPLAY 1-800-457-5444
 (1) - PLAY STRUCTURE - AGES 5-12 (T.B.D. BY OWNER)
 (OR EQUAL AGES 5-12 STRUCTURE)
 (1) - DOUBLE SWING SET
 COLOR: PALETTE: ALL EQUIPMENT TO BE PALETTE 'CA'
 - INSTALL PER MANUFACTURER'S SPECIFICATIONS.
 - PLAYGROUND REPRESENTATIVE TO SUPPLY A SHOP DRAWING ILLUSTRATING COLOR PALETTE AND PLAYGROUND LAYOUT. SHOP DRAWING MUST HAVE OWNER/LANDSCAPE ARCHITECT APPROVAL PRIOR TO ORDERING/INSTALLATION

ENGINEERED WOOD FIBER
 - 2,883 SQ. FT. AT 12" DEPTH MIN
 COLOR TO BE BROWN
 - SEE DETAIL 'A' & 'C' ON SHEET L5.3
 NOTE: ANY RECOVERED/RECYCLED WOOD MULCH MUST COME FROM "PRE-CONSUMER" WOOD ONLY.

45' X 66' RAMADA (QUANTITY: 1)
 MANUFACTURER: DIVERSIFIED METAL FABRICATION
 CONTACT: 480-892-7700
 MODEL: CUSTOM
 ROOF COLOR TO BE COOL COPPER PENNY
 FAME COLOR TO BE TERRABRAUN (RAL 8028)
 - SEE DETAIL 'K' ON SHEET L5.3

BBQ GRILL (QUANTITY: 2)
 MANUFACTURER: PW ATHLETIC
 CONTACT: DAVE BANG ASSOCIATES - 480-892-2266
 MODEL: 1140-10
 - IN GROUND MOUNT PER MFR. SPECIFICATIONS

BASKETBALL GOAL (QUANTITY: 1)
 MANUFACTURER: PW ATHLETIC
 CONTACT: DAVE BANG ASSOCIATES - 480-892-2266
 MODEL: #1590 (BLACK POWDER COAT)

PICKLEBALL NET (QUANTITY: 1)
 MANUFACTURER: PW ATHLETIC
 CONTACT: DAVE BANG ASSOCIATES - 480-892-2266
 MODEL: 2202-20 (ADD 8303-24-2 SLEEVES)

6' BENCH WITH BACK (QUANTITY: 7)
 MANUFACTURER: WABASH VALLEY
 CONTACT: DAVE BANG ASSOCIATES - 480-892-2266
 MODEL: #CN420(P) - ADD MC 104 TO EACH
 COLOR TO BE GRAY
 - SEE DETAIL 'D' & 'E' ON SHEET L5.3

6' BENCH WITHOUT BACK (QUANTITY: 5)
 MANUFACTURER: WABASH VALLEY
 CONTACT: DAVE BANG ASSOCIATES - 480-892-2266
 MODEL: #CN425(P) - ADD MC 104 TO EACH
 COLOR TO BE GRAY
 - SEE DETAIL 'D' & 'E' ON SHEET L5.3

PICNIC TABLE (QUANTITY: 4)
 MANUFACTURER: WABASH VALLEY
 CONTACT: DAVE BANG ASSOCIATES - 480-892-2266
 MODEL: #SG201(P)
 COLOR TO BE GRAY
 - IN GROUND MOUNT PER MFR. SPECIFICATIONS.

TRASH RECEPTACLE (QUANTITY: 2)
 MANUFACTURER: WABASH VALLEY
 CONTACT: DAVE BANG ASSOCIATES - 480-892-2266
 MODEL: #R300(P) ADD FT 100, LR3 10, & LR105 TO EACH
 COLOR TO BE GRAY
 - SEE DETAIL 'D' & 'F' ON SHEET L5.3

CHESS TABLE (QUANTITY: 2)
 MANUFACTURER: WABASH VALLEY
 CONTACT: DAVE BANG ASSOCIATES - 480-892-2266
 MODEL: #SP230(P)
 COLOR TO BE GRAY
 - IN GROUND MOUNT PER MFR. SPECIFICATIONS.

PET WASTE STATION (QUANTITY: 2)
 MANUFACTURER: DOG-ON-IT PARKS
 CONTACT: EXERPLAY 1-800-457-5444
 PRODUCT # 74085 (COMPLETE WASTE STATION - ONEPUL)
 COLOR: BLACK

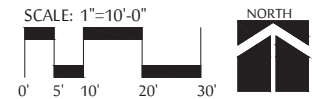
NOTE: PLAYGROUND COMPANY AND/OR INSTALLATION COMPANY MUST VERIFY THAT ALL PLAY EQUIPMENT FALL ZONES FIT WITHIN THE PROPOSED PLAY AREA, PRIOR TO THE INSTALLATION OF THE CONCRETE SIDEWALKS AND 12" CONCRETE PLAYGROUND HEADER. - SEE THE REQUIRED SHOP DRAWINGS.

NOTE: ALL AMENITIES ARE TO BE INSTALLED AS SPECIFIED ON THIS SHEET OR EQUIVALENT. EQUIVALENT MUST BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER PRIOR TO SUBSTITUTION.

NOTE: CONCRETE SLAB SEATING AREAS (BENEATH SHADE STRUCTURES) ARE TO BE 6" THICK MIN. AND HAVE A MEDIUM BROOM FINISH. SLAB TO HAVE A 2% MAX. SLOPE TOWARD LANDSCAPE OR TURF AREAS. SCORE AS SHOWN. TYP. OF ALL INSTANCES.

NOTE: ALL OPEN SPACE SIDEWALKS AND PAVED AMENITIES AREAS TO BE PER MAG STANDARD DETAIL 230 UNLESS OTHERWISE SPECIFIED.

NOTE: SPORT COURT TO BE 3000 PSI MIN., POST TENSION CONCRETE WITH A LIGHT-MEDIUM BROOM FINISH. MINIMUM 5" THICKNESS UNLESS OTHERWISE NOTED. SEE DETAIL 'G' & 'H' ON SHEET L5.3 FOR ENHANCED COURT FINISH SPECS.



MCGOUGH ADAMSON
 Landscape Architects
 Land Planning
 Irrigation

535 E. MCKELLIPS RD. SUITE 131
 MESA, ARIZONA 85203
 PHONE: (602) 997-9093



AMENITIES SCHEDULE NORTH COPPER CANYON VILLAGE - PARCEL 1.3

NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
 SURPRISE, ARIZONA

These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.
 These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO. 19-72
 DATE: 06-29-22
 DRAWN BY: BD
 CHECKED BY: NA

REVISIONS:

CASE NUMBER: FS22-0106

SHEET NO. L 4.1

HARDSCAPE DETAILS
NORTH CUPPER CANYON VILLAGE - PARCEL 1.3
NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

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JOB NO. 19-72
DATE: 06-29-22
DRAWN BY: BD
CHECKED BY: NA

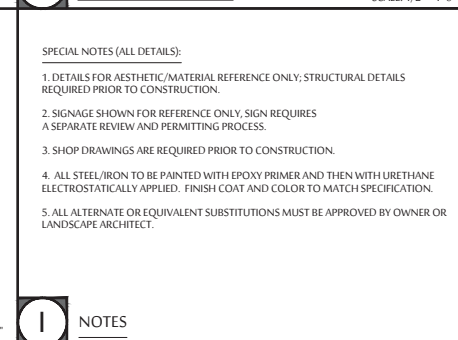
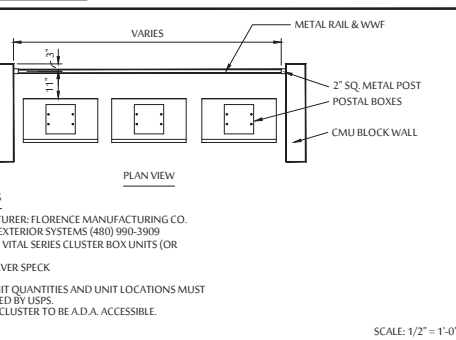
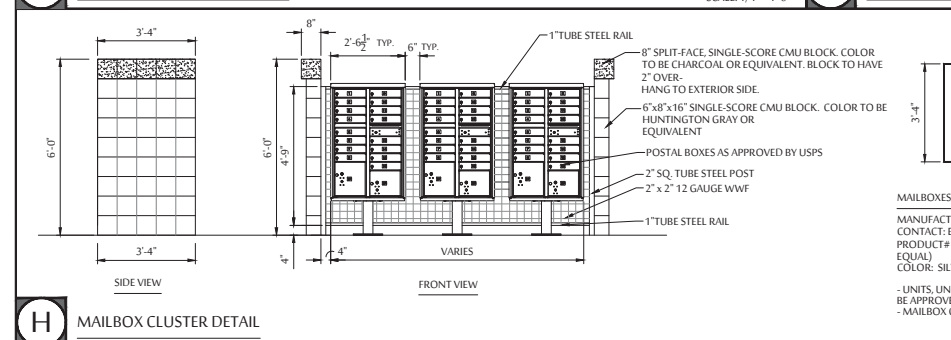
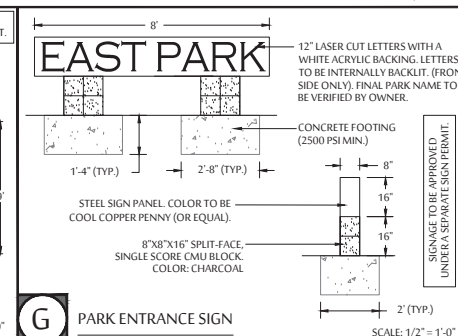
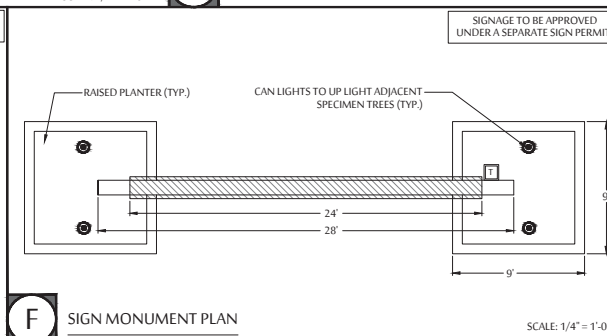
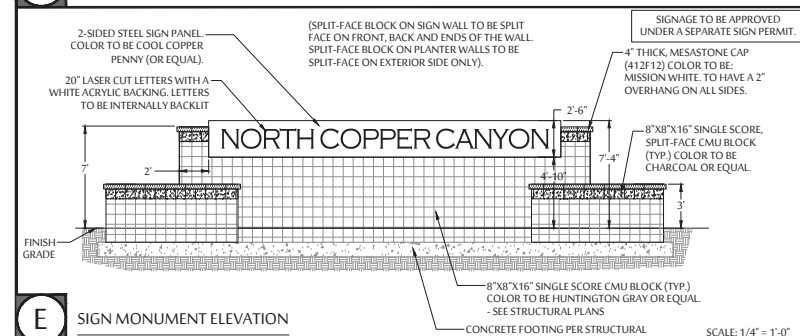
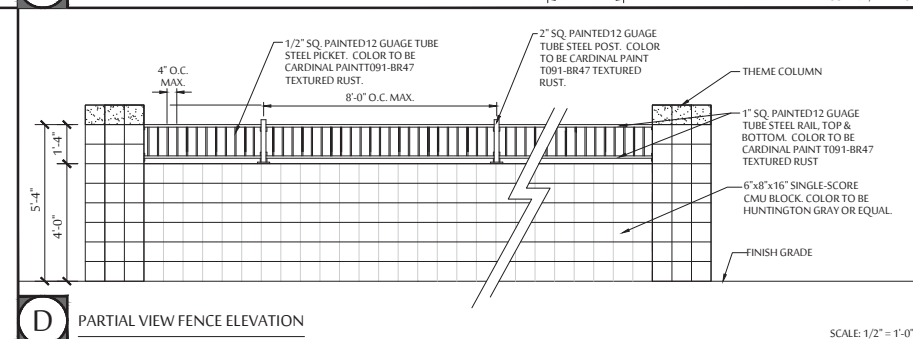
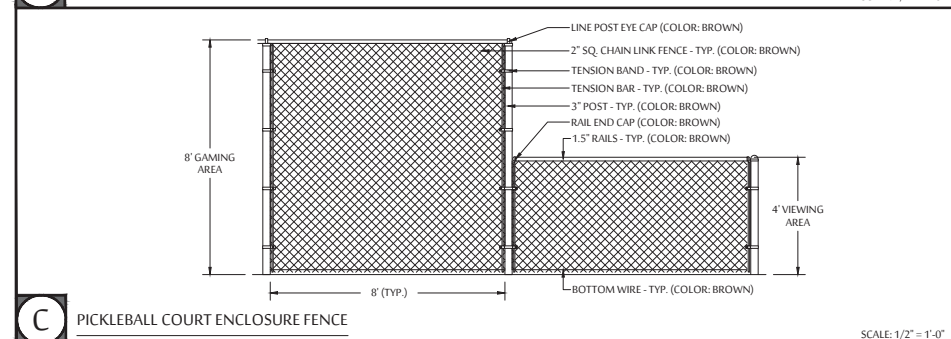
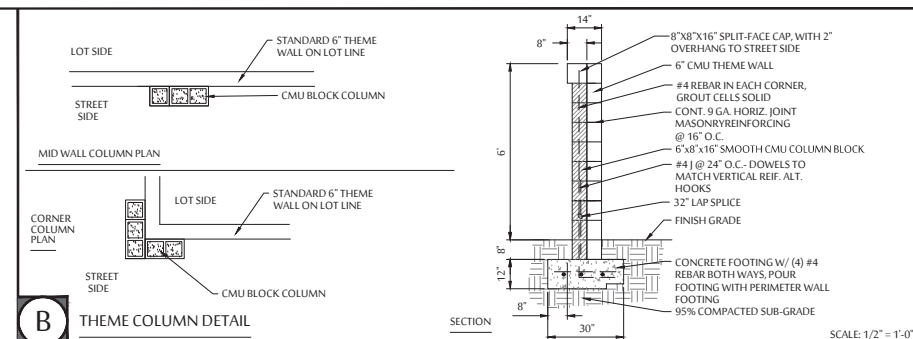
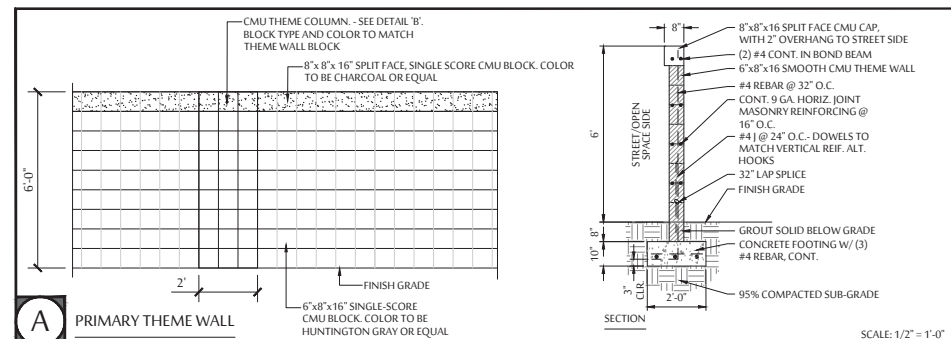
REVISIONS:

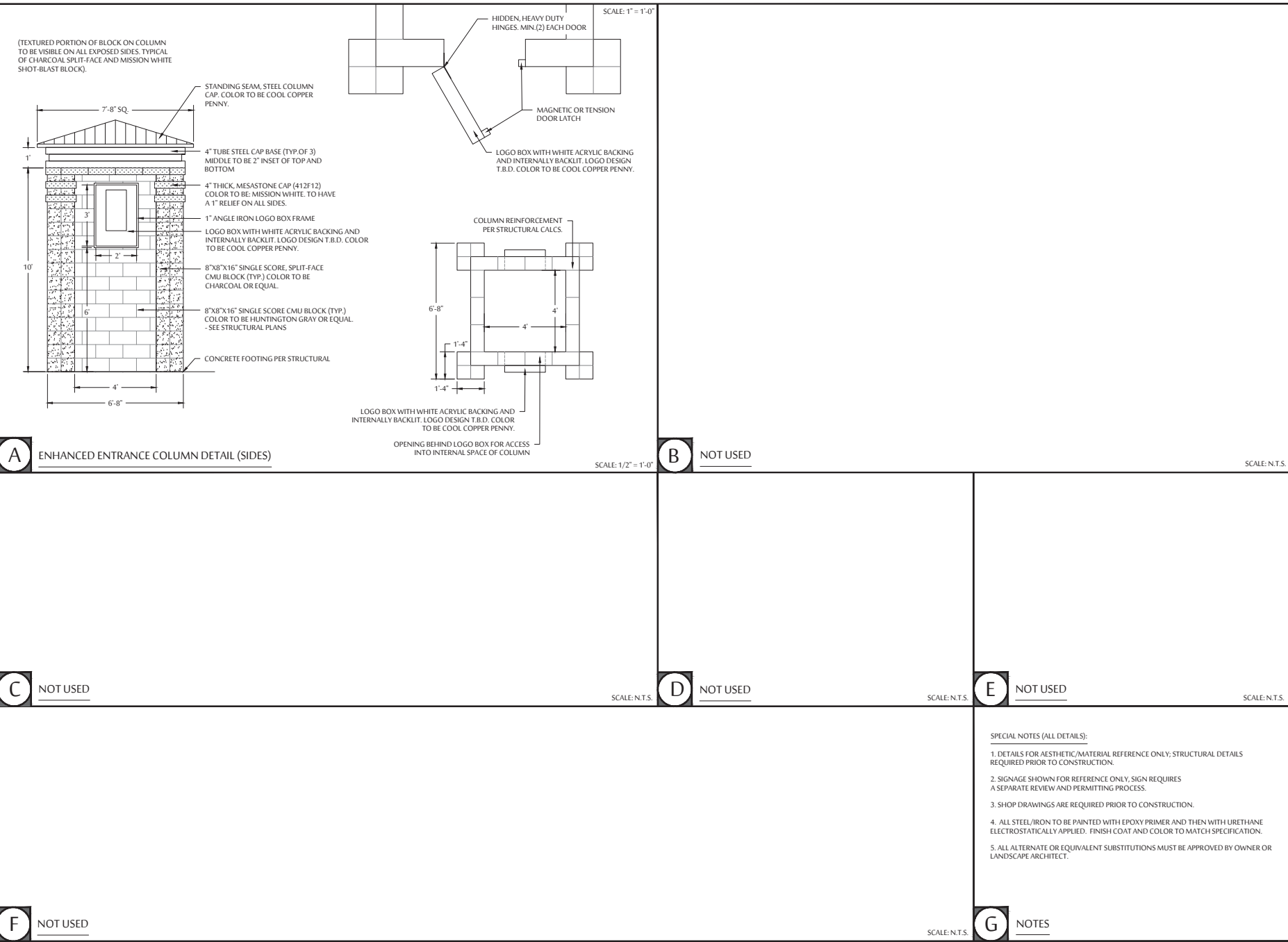
CASE NUMBER: FS22-0106

SHEET NO.

L5.1

10 OF 14





HARDSCAPE DETAILS
NORTH COPPER CANYON VILLAGE - PARCEL 1.3
NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

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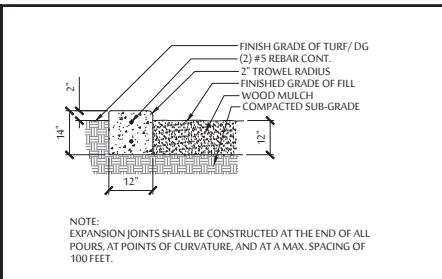
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JOB NO. 19-72
DATE: 06-29-22
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CHECKED BY: NA

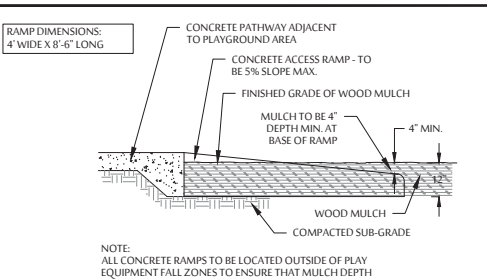
REVISIONS:

CASE NUMBER: FS22-0106

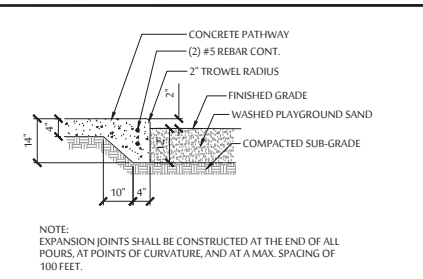
SHEET NO. L5.2
11 OF 14



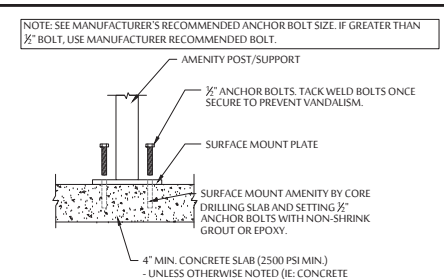
A 12" CONCRETE PLAYGROUND HEADER



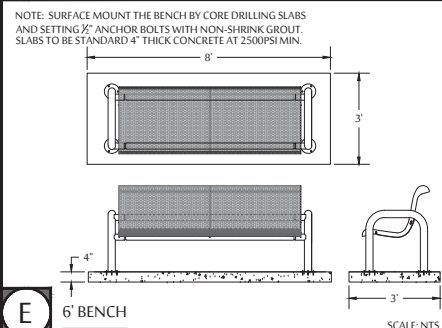
B CONCRETE PLAYGROUND RAMP



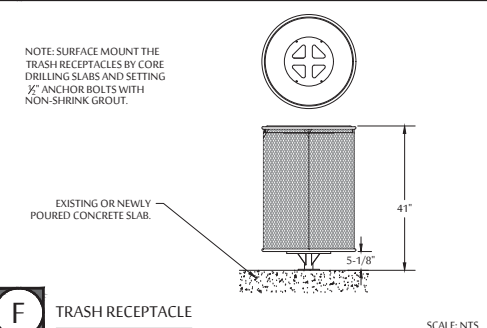
C CONCRETE PLAYGROUND TURNDOWN



D SURFACE MOUNT

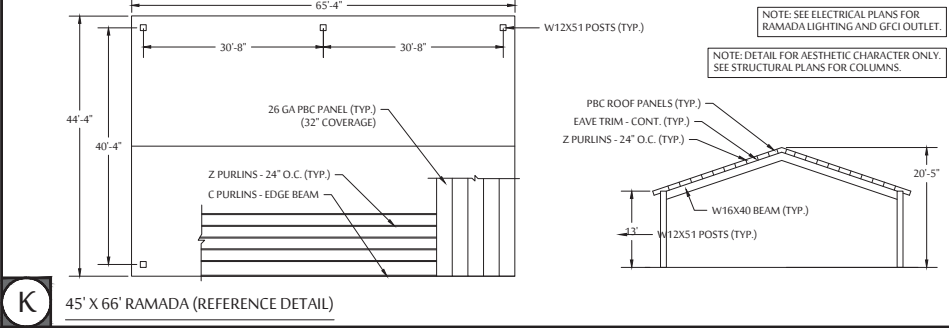
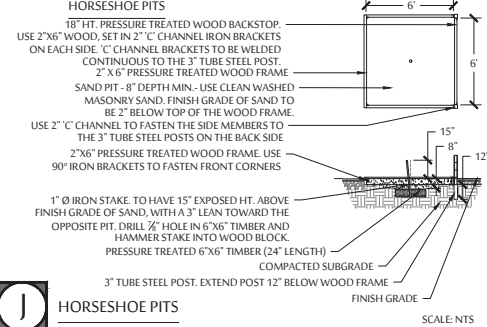
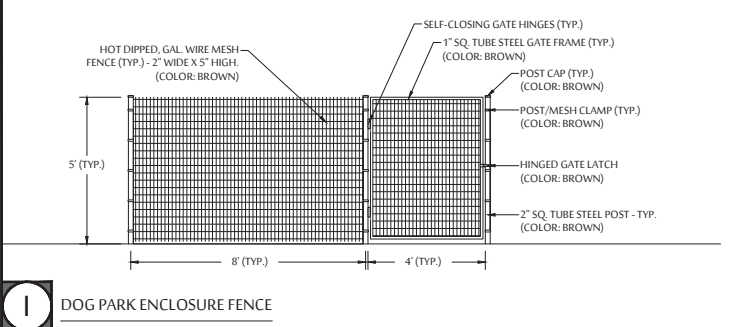
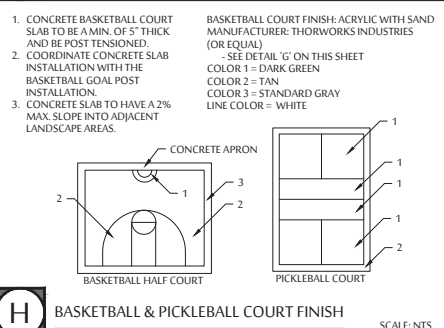


E 6" BENCH

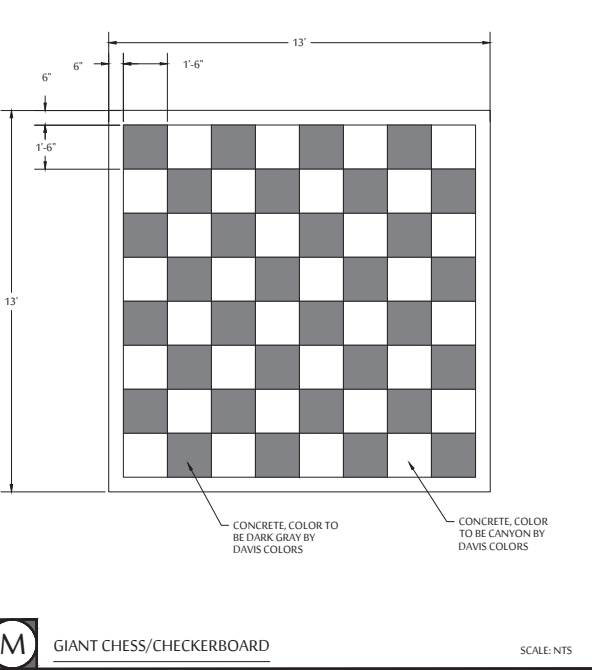


F TRASH RECEPTACLE

- G** BASKETBALL & PICKLEBALL COURT FINISH SPECS
1. COLOR CONCENTRATE WITH SAND
 2. THORWORKS INDUSTRIES INC. - 1-800-326-1994
 3. COLOR CONCENTRATE WITH SAND IS A 100% ACRYLIC EMULSION COATING DESIGNED FOR SPORTS AND RECREATION PAVED SURFACES
 4. PAVEMENT SURFACE MUST BE CLEANED ENTIRELY OF DUST, DIRT, DEBRIS AND ALL LOOSE MATERIALS. REPAIR OF ALL PAVEMENT SURFACE DEFECTS, DEPRESSIONS AND CRACKS MUST BE COMPLETED PRIOR TO APPLICATION. ALL REPAIRS MUST BE FLUSH AND SMOOTH TO ADJOINING SURFACES. NEW CONCRETE MUST CURE FOR 28 DAYS PRIOR TO APPLICATION.
 5. MIX MATERIALS TO A SMOOTH, UNIFORM CONSISTENCY. FOR 55 GALLONS OF CONCENTRATE W/ SAND, MIX IN 20-25 GALLONS OF WATER. FOR 30 GALLONS OF CONCENTRATE W/ SAND, MIX IN 12-15 GALLONS OF WATER.
 6. APPLY MIXED CONCENTRATE W/ SAND WITH SOFT RUBBER SQUEEGES. ALLOW EACH COAT TO THOROUGHLY DRY BEFORE APPLYING NEXT COAT.
 7. YIELD CALCULATIONS ARE BASED ON UNLIMITED GALLONS OF SPORTMASTER CONCENTRATE W/ SAND AND VARY ACCORDING TO SURFACE TEXTURE AND POROSITY WITHIN THE LIMITS AS FOLLOWS: EACH COAT REQUIRES .06 TO .08 GALLONS PER SQUARE YARD.
 8. CONCENTRATE W/ SAND DRIES IN 30 TO 60 MINUTES UNDER OPTIMUM DRYING CONDITIONS. ALLOW 48 HOURS BEFORE ALLOWING FOOT TRAFFIC OR PLAY.
 9. DO NOT STORE IN DIRECT SUNLIGHT OR WHERE TEMPERATURES EXCEED 100°F. DO NOT APPLY IF RAIN IS IMMINENT OR FORECAST. KEEP FROM FREEZING. CLOSE CONTAINER WHEN NOT IN USE.



- L** NOTES
- NOTE: SEE ELECTRICAL PLANS FOR RAMADA LIGHTING AND GFCI OUTLET.
- NOTE: DETAIL FOR AESTHETIC CHARACTER ONLY. SEE STRUCTURAL PLANS FOR COLUMNS.
- SPECIAL NOTES (ALL DETAILS ON SHEET):
1. DETAILS FOR AESTHETIC/MATERIAL REFERENCE ONLY; STRUCTURAL DETAILS REQUIRED PRIOR TO CONSTRUCTION.
 2. SIGN SHOWN FOR REFERENCE ONLY, SIGN REQUIRES A SEPARATE PERMIT.
 3. SHOP DRAWINGS ARE REQUIRED PRIOR TO CONSTRUCTION.
 4. ALL WROUGHT IRON TO BE PAINTED WITH EPOXY PRIMER AND THEN WITH URETHANE, ELECTROSTATICALLY APPLIED. FINISH COAT AND COLOR TO MATCH SPECIFICATION.
 5. ALL ALTERNATE OR EQUIVALENT SUBSTITUTIONS MUST BE APPROVED BY OWNER OR LANDSCAPE ARCHITECT.



MCGOUGH ADAMSON
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AMENITIES DETAILS
NORTH COPPER CANYON VILLAGE - PARCEL 1.3
NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

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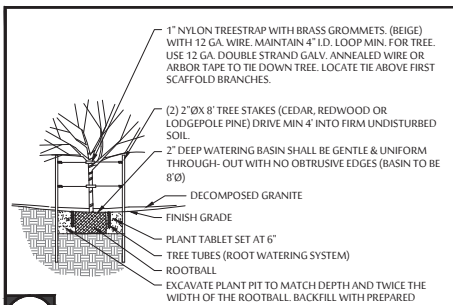
JOB NO. 19-72
DATE: 06-29-22
DRAWN BY: BD
CHECKED BY: NA

REVISIONS:

CASE NUMBER: FS22-0106

SHEET NO. L5.3

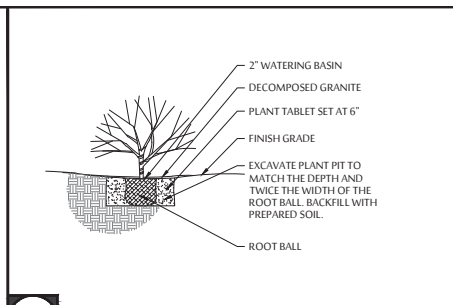
12 OF 14



A

TREE PLANTING

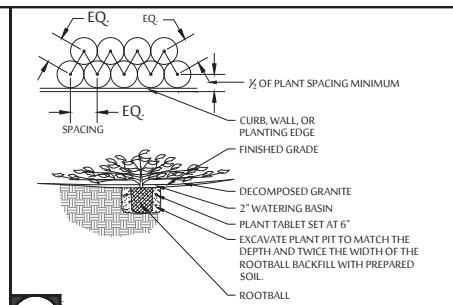
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B

SHRUB PLANTING

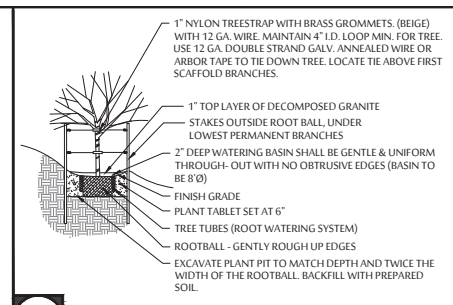
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C

GROUND COVER PLANTING

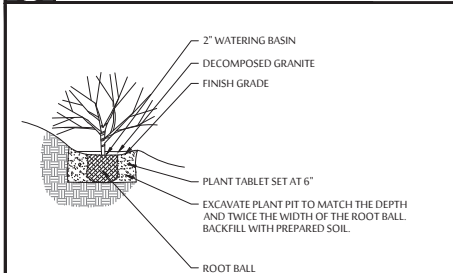
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D

TREE PLANTING ON SLOPE

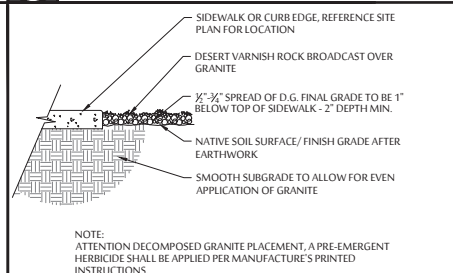
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E

SHRUB PLANTING ON SLOPE

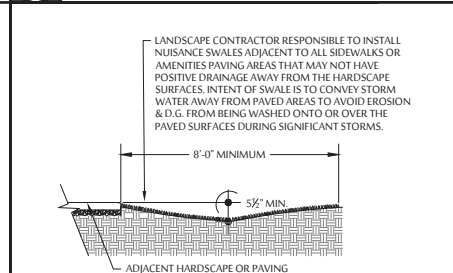
SCALE: NTS



F

DECOMPOSED GRANITE

SCALE: NTS



G

SWALE DETAIL

SCALE: NTS

PLANT TABLET SCHEDULE FOR TREES AND SHRUBS

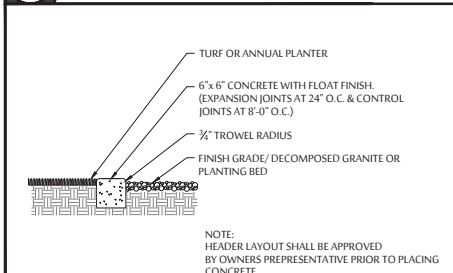
5 GALLON	2 TABLETS
15 GALLON	3 TABLETS
24\" BOX	5 TABLETS
36\" BOX	6 TABLETS
42\" BOX	8 TABLETS

PLANT TABLETS TO BE AGRIFORM 21 GRAM, 20-10-5 FERTILIZER TABLETS.

H

PLANT TABLET SCHEDULE

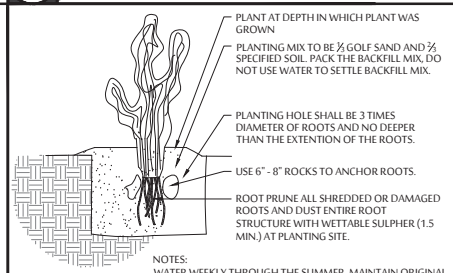
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I

6\"/>

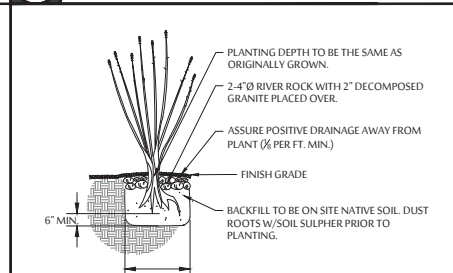
SCALE: NTS



J

CACTUS PLANTING DETAIL

SCALE: NTS



K

OCOTILLO PLANTING DETAIL

SCALE: NTS

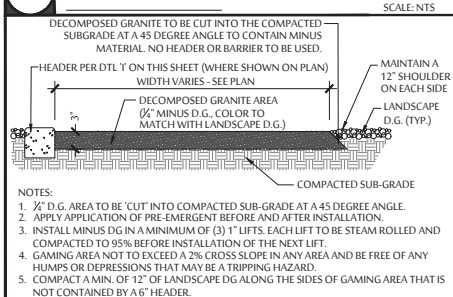
PLANT CLASSIFICATION	EMITTER	COMMENTS
TREES	RAINBIRD RWS-B-C-1401	(2) PER TREE
SHRUBS/SPOONS/GRASSES	RAINBIRD XBT-20-06	(1) PORT PER PLANT
AGAVE SPECIES	RAINBIRD XBT-10-06	(1) PORT PER AGAVE
OCOTILLOS	RAINBIRD XBT-10-06	(1) PORT PER OCOTILLO

* ALL MULTI-PORT EMITTERS TO BE INSTALLED IN 6\"/>

L

EMITTER SCHEDULE

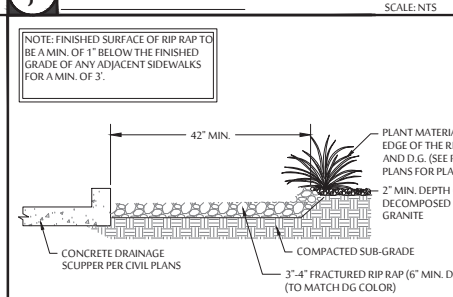
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M

1/4\"/>

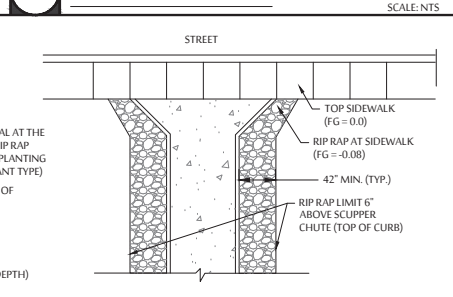
SCALE: NTS



N

RIP RAP SCUPPER BORDER (PROFILE)

SCALE: NTS



O

TREE ROOT BARRIER (C.O.S. EDS DTL 8-4)

SCALE: NTS

LANDSCAPE DETAILS

NORTH COPPER CANYON VILLAGE - PARCEL 1.3

NWC OF W. WILLIAMS ROAD & N. 175TH AVENUE
SURPRISE, ARIZONA

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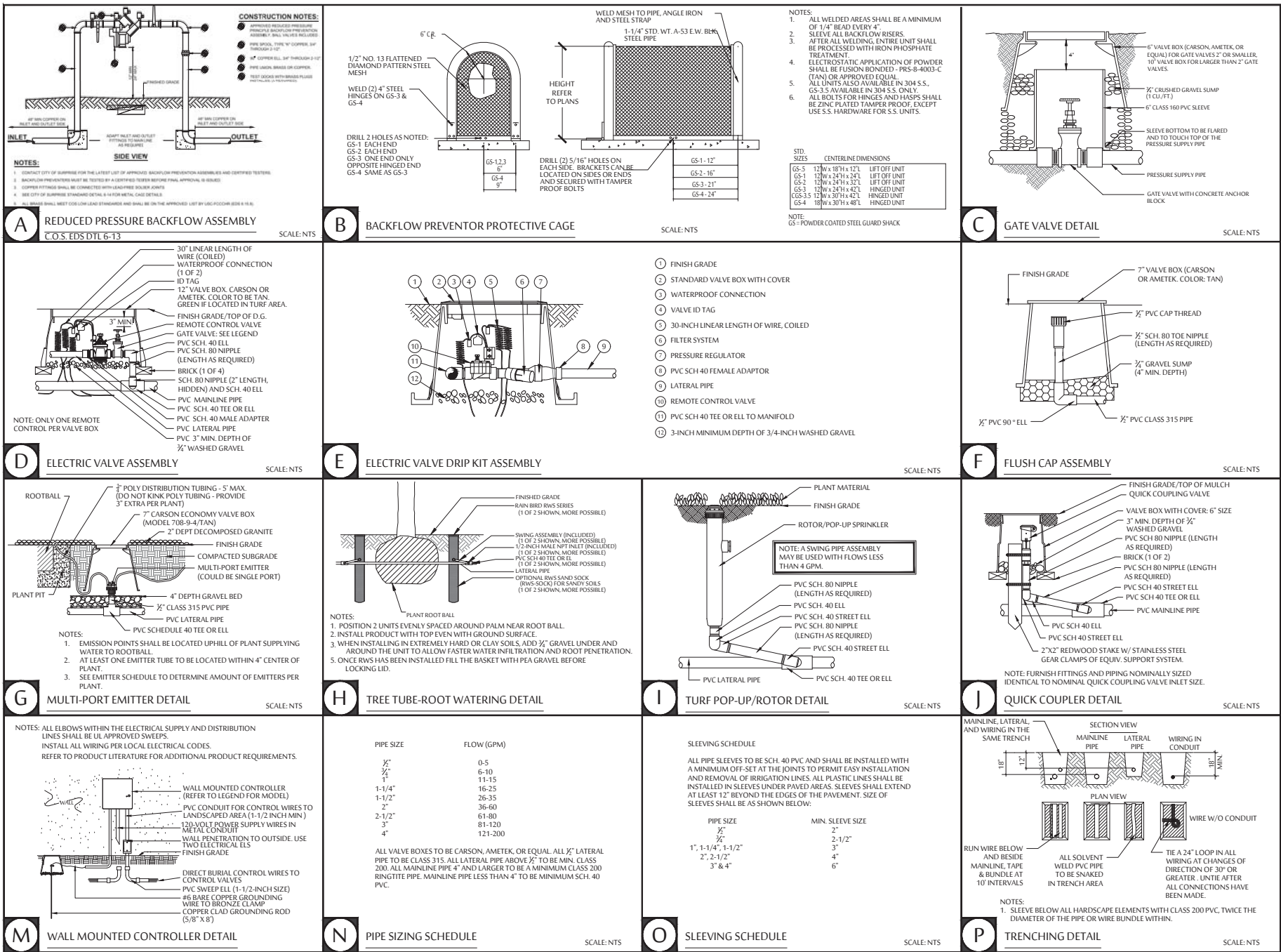
JOB NO. 19-72
DATE: 06-29-22
DRAWN BY: BD
CHECKED BY: NA

REVISIONS:

CASE NUMBER: FS22-0106

SHEET NO.
L5.4

13 OF 14





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

11 October 2022

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

Mr. Trever Fleetham
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS22-0106; North Copper Canyon Parcel 1.3 (APN: 503-73-988 and 503-73-034Z)

Dear Mr. Fleetham

Thank you for the opportunity to provide comments on the final plat application for North Copper Canyon Village Parcel 1.3. The site sits on approximately 18.5 acres of vacant land located at the northeast corner of Daley Ln and 173rd Ave in Surprise, AZ. The project requests development of 67 single-family residential lots. The site falls 2 miles outside the Aux-1 2004 JLUS 65 DNL, "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 DNL as follows: a maximum of 2 du/acre from the 65 DNL to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. The proposal for the property as stated in the narrative, consisting of 3.6 du/ac on the property meets the GDC.

The project, as described, will not have a negative impact on Luke AFB flight operations; however, the site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day. If this development is approved, 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 there are any questions, please contact my Community Planner, Mr. Mark James at (623) 856-9981.

Sincerely

TOALE.CHRISTOP
HER.P.1039696165

Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2022.10.11 12:22:58 -0700

CHRISTOPHER P. TOALE

cc:

Colonel Keagan L. McLeese, Vice Commander, 56th Fighter Wing

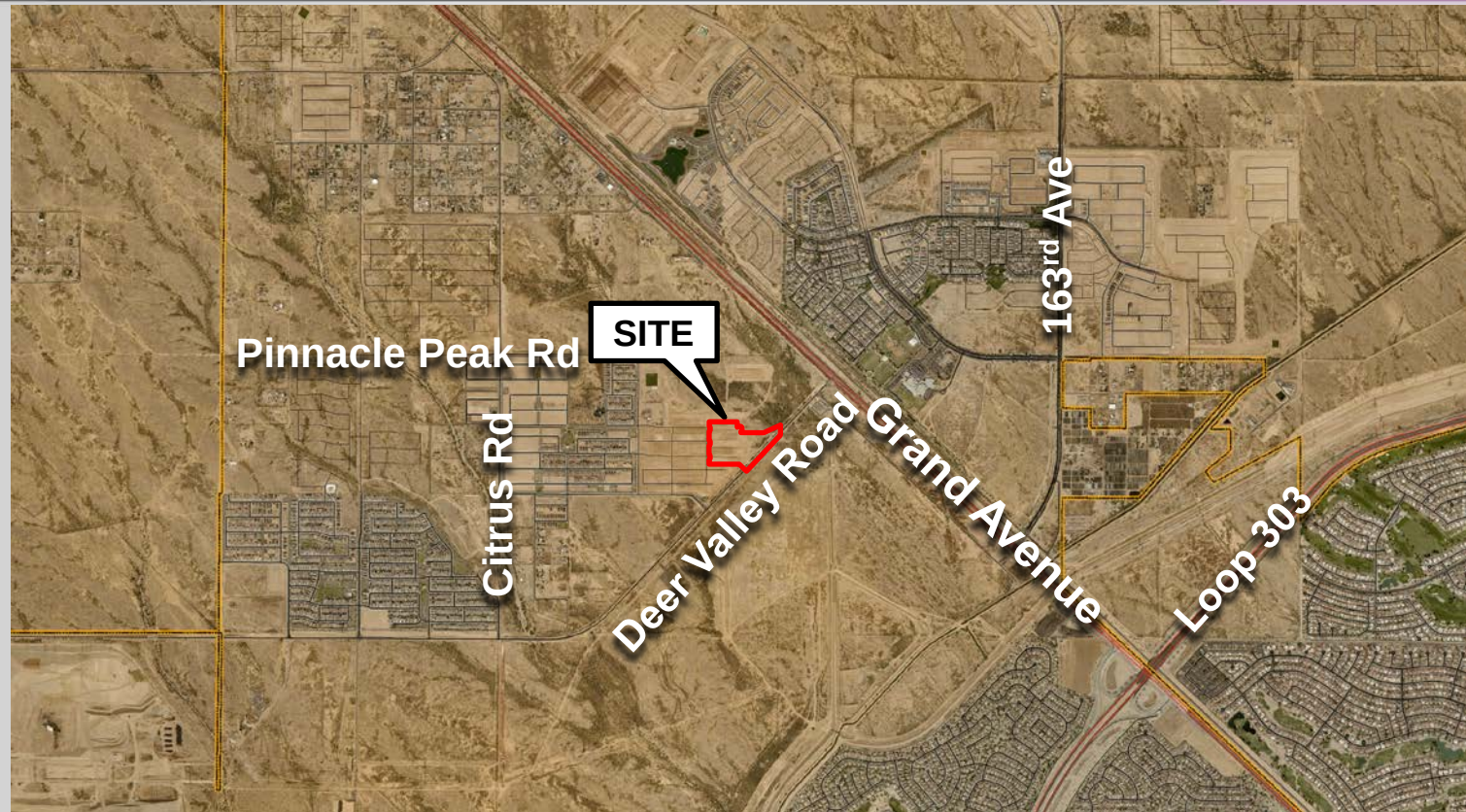
Mr. Timothy A. Forero, GS-13, General Law Attorney, 56th Fighter Wing



North Copper Canyon Village Parcel 1.3 Final Plat

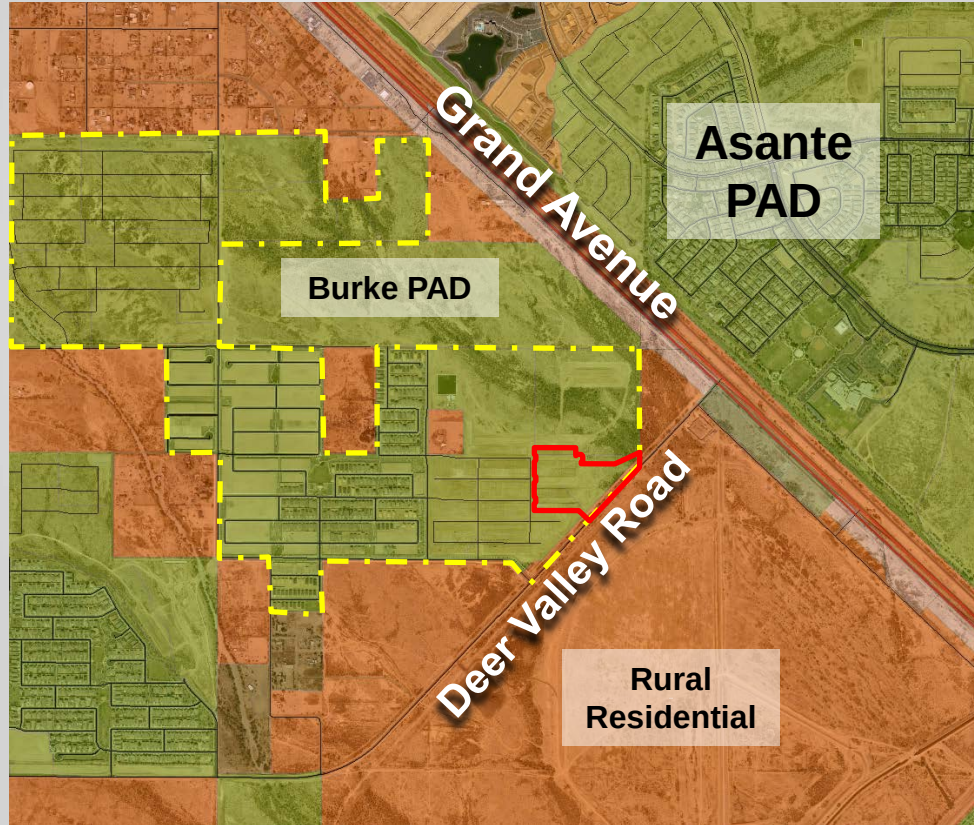
City Council
October 18, 2022

VICINITY MAP



ZONING MAP

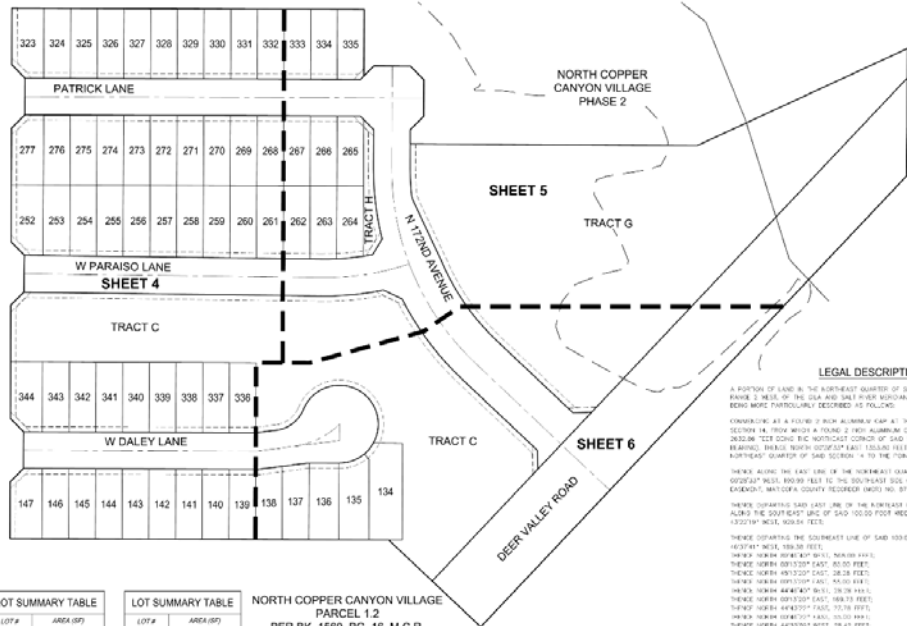
Austin Ranch PAD



FINAL PLAT



NORTH COPPER CANYON VILLAGE
PARCEL 1.2
PER BK 1560, PG. 16, M.C.R.



LEGAL DESCRIPTION

A PORTION OF LAND IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE 10A AND 10B RIVER NATIONAL ANTIPODIA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING AS A 100.00 FOOT ALUMINUM C&P AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH A TOWN 2 INCH ALUMINUM C&P BEARING NORTH 00°20'30" EAST 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 14, AND THE 1/4 CORNER OF SAID SECTION 14, TO THE POINT OF BEGINNING.

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, SOUTH 00°20'30" WEST 800.00 FEET TO THE SOUTHWEST CORNER OF A 100.00 FOOT WIDE HIGHWAY EASEMENT, BEING A COUNTY RECORD NO. 074-380302.

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, AND ALONG THE SOUTHWEST LINE OF SAID 100.00 FOOT WIDE HIGHWAY EASEMENT, SOUTH 13°22'19" WEST 100.00 FEET.

THENCE ALONG THE SOUTHWEST LINE OF SAID 100.00 FOOT HIGHWAY EASEMENT, NORTH 00°20'30" WEST 100.00 FEET.

THENCE ALONG THE EAST LINE OF SAID SECTION 14, NORTH 00°20'30" EAST 80.00 FEET.

THENCE ALONG THE EAST LINE OF SAID SECTION 14, NORTH 00°20'30" EAST 80.00 FEET.

THENCE ALONG THE EAST LINE OF SAID SECTION 14, NORTH 00°20'30" EAST 80.00 FEET.

THENCE ALONG THE EAST LINE OF SAID SECTION 14, NORTH 00°20'30" EAST 80.00 FEET.

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THENCE ALONG THE EAST LINE OF SAID SECTION 14, NORTH 00°20'30" EAST 80.00 FEET.

THENCE ALONG THE EAST LINE OF SAID SECTION 14, NORTH 00°20'30" EAST 80.00 FEET.

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THENCE ALONG THE EAST LINE OF SAID SECTION 14, NORTH 00°20'30" EAST 80.00 FEET.

THENCE ALONG THE EAST LINE OF SAID SECTION 14, NORTH 00°20'30" EAST 80.00 FEET.

LOT SUMMARY TABLE	
LOT #	AREA (SQ)
129	4273
130	4273
131	4273
132	4273
133	4273
134	4273
135	4273
136	4273
137	4273
138	4273
139	4273
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NORTH COPPER CANYON VILLAGE
PARCEL 1.2
PER BK 1560, PG. 16, M.C.R.



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 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 pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at the Northeast corner of 175th Avenue and Cactus Road; Resolution # 2022-99.

Motion:

I move to approve Resolution # 2022-99.

Background:

The Public Works Department conducted the final inspection of the public improvements for Gehan Homes at Sierra Sky, generally located at the Northeast corner of 175th Avenue and Cactus Road on or about June 27th, 2022, totaling 261,618 SY (approximately 8,992 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain and wastewater lines.

Objective Analysis:

The improvements to this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, and sewer lines to convey wastewater from the property to the city's public system. This action will accept the required infrastructure. The domestic water serving the property is within Epcor Water's 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 street, sewer, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this

item is \$3,838,206.67.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported by the city's HURF, Wastewater Operations, and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated into future years' budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2022-99-Accept Infra-gehan at sierra sky.cao.final.rev
 2. 02 GEHAN HOMES AT SIERRA SKY-NOC LTR
 3. 03 Inspector Project Sign Off form
 4. 04 Linear Foot Verification-revised
-

RESOLUTION # 2022-99

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT GEHAN HOMES AT SIERRA SKY, GENERALLY LOCATED AT NORTHEAST CORNER OF 175TH AVENUE AND CACTUS ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Sierra Sky" on, January 7th, 2020;

WHEREAS, as a condition of the preliminary plat, the approval of the final plat, and in compliance with the City Code, the developer installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the developer also installed sewer lines, and drainage infrastructure. The roadway improvements, sewer lines, and drainage infrastructure are all collectively referred to as "Public Improvements";

WHEREAS, Gehan Homes of Arizona, LLC, the developer of Sierra Sky, dedicated to the City the street and Public Improvements, generally located at Northeast corner of 175th Avenue and Cactus Road;

WHEREAS, on or about June 27th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the two-year warranty period, the City of Surprise will release the warranty and begin maintenance of the street and Public Improvements.

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

Section 1. The City of Surprise conditionally accepts the street and Public Improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the Public Improvements.

APPROVED AND ADOPTED this _____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

Gehan Homes at Sierra Sky

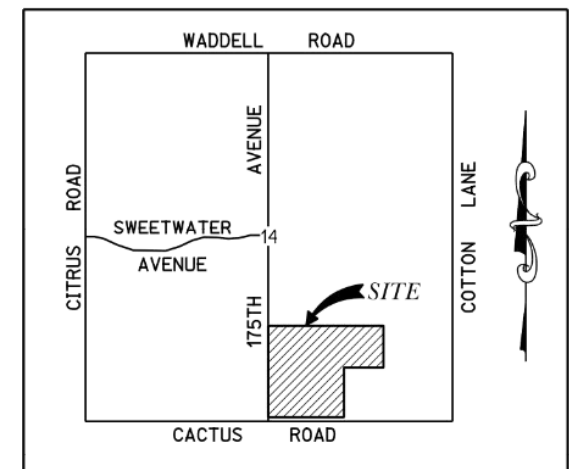


INFRASTRUCTURE TO

BE ACCEPTED:

- SEWER
- DRAINAGE
- ROADWAY

Asphalt/Pavement,
Concrete (Curb &
Gutter, Sidewalk)



VICINITY MAP
N.T.S.

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: 09/16/2022
Re: GEHAN HOMES AT SIERRA SKY

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 Paving	\$1,523,400.62
City Concrete	\$1,465,491.55
City Sewer	\$456,691.82
City Drainage	\$392,622.68
Total	\$3,838,206.67

July 20, 2022

Gehan Homes
1501 W Fountainhead Pkwy #150
Tempe, AZ 85282

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR GEHAN HOMES AT
SIERRA SKY – FS19-465**

The City of Surprise Public Works Department has completed the inspection of the public utility improvements for the above referenced project. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

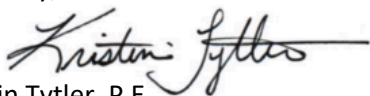
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6153 or at kristin.tytler@surpriseaz.gov.

Sincerely,



Kristin Tytler, P.E.
Public Works Director

cc: Nuning Lemka, PW Engineering Manager
John McFarland, PW Streets Manager
Michael Boule, Water Resource Management

David Mobley, PW Field Engineering Supervisor
Amanda Correia, Finance
Warren Bert, GIS



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/29/2022 _____ Commercial _____ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) _____ FINAL ACCEPTANCE (End of Warranty)

4/3/2022 Date of Punch-List Walk 6/22/2022 Date Punch-List Completed

FS Number: FS19-465 Permit Number(s): E19P-1244,1250,1193,1247,1245,1246

Project Name: Gehan Homes at Sierra Sky

Project Developer/Builder: (Name/Email, Address)

Gehan Homes

1501 W Fountainhead PKW 150, Tempe AZ 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
174th Lane	Local	Larkspur Drive	Charter Oak Rd	2	1/4	
174th Drive	Local	Larkspur Drive	BloomField Road	2	1/4	
173rd Ave	Local	Charter Oak Road	Larkspur Drive	2	1/4	
172nd Ave	Local	Columbine Drive	Larkspur Drive	2	1/4	
174th Ave	Local	Cactus Road	Charter Oak Road	2	1/4	

MATERIALS:

Asphalt:	Vulcan Materials	Supplier	3	Total Lane Miles	28,910	Total Square Yards
Water:	8" DIP	Size/Type	180'	Total LF	8" PVC	Size/Type
		Size/Type		Total LF		Size/Type
Sewer:	8" PVC	Size/Type	4,619'	Total LF	10" PVC	Size/Type
		Size/Type		Total LF		Size/Type
Storm:	18" RGRCP	Size/Type	216'	Total LF	18" HDPE	Size/Type
		Size/Type		Total LF		Size/Type
Fire Ln:	N/A	Size/Type		Total LF		Size/Type

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List ☐ Final Certification Letter from Engineer of Record ☒ Complete Geotechnical Testing Packet ☒ Sewer Pressure Testing Results ☒ Sewer Manhole Vacuum Testing Certification ☒ Sewer Manhole Insecticide Certification ☒ Sewer Videos with Operators Notes (inc. re-videos) ☐ Other _____	☒ AOC ☒ Asphalt Concrete Ticket w/ Name of Contractor ☒ Streetlight Energize Letter ☒ As built Documents (PDF copy on CD) ☐ Updated asbuilt CAD base files (copy on CD) _____ (Specify)
--	---

APPROVAL:

Civil Inspector: David Mobley

Date: 6/27/22

Civil Engineering Supervisor: _____

Date: _____



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/29/2022 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

4/3/2022 Date of Punch-List Walk 6/22/2022 Date Punch-List Completed

FS Number: FS19-465 Permit Number(s): E19P-1244,1250,1193,1247,1245,1246

Project Name: Gehan Homes at Sierra Sky

Project Developer/Builder: (Name/Email, Address)

Gehan Homes

1501 W Fountainhead PKW 150, Tempe AZ 85282

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Cactus Road	Collector	STA: 26+37.10	175th Ave	2	1/4	Median
175th Ave	Collector	Cactus Road	Existing tie end	2	1/4	Median/Box Culvert

MATERIALS:

Asphalt:	Vulcan Materials	Supplier	3	Total Lane Miles	28,910	Total Square Yards
Water:	8" DIP	Size/Type	180'	Total LF	8" PVC	Size/Type
		Size/Type		Total LF		Size/Type
Sewer:	8" PVC	Size/Type	4,619'	Total LF	10" PVC	Size/Type
		Size/Type		Total LF		Size/Type
Storm:	18" RGRCP	Size/Type	216'	Total LF	18" HDPE	Size/Type
		Size/Type		Total LF		Size/Type
Fire Ln:	N/A	Size/Type		Total LF		Size/Type

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List ☐ Final Certification Letter from Engineer of Record ☒ Complete Geotechnical Testing Packet ☒ Sewer Pressure Testing Results ☒ Sewer Manhole Vacuum Testing Certification ☒ Sewer Manhole Insecticide Certification ☒ Sewer Videos with Operators Notes (inc. re-videos) ☐ Other _____	☒ 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: 6/27/22

Civil Engineering Supervisor: _____

Date: _____

FS Case	Project Name	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft ²)
19-465	Gehan Homes at Sierra Sky	Public	Local	N. 173rd Drive	162.6	0.03	0.25	0.06	28.0	4,553
19-465	Gehan Homes at Sierra Sky	Public	Local	W. Larkspur Drive	1279.1	0.24	0.25	0.48	28.0	35,815
19-465	Gehan Homes at Sierra Sky	Public	Local	N. 174th Lane	525.2	0.10	0.25	0.20	28.0	14,706
19-465	Gehan Homes at Sierra Sky	Public	Local	N. 174th Drive	528.5	0.10	0.25	0.20	28.0	14,798
19-465	Gehan Homes at Sierra Sky	Public	Local	N. 173rd Lane	837.4	0.16	0.25	0.32	28.0	23,447
19-465	Gehan Homes at Sierra Sky	Public	Local	W. Columbine Drive	583.2	0.11	0.25	0.22	28.0	16,330
19-465	Gehan Homes at Sierra Sky	Public	Local	N. 172nd Lane	302.5	0.06	0.25	0.11	28.0	8,470
19-465	Gehan Homes at Sierra Sky	Public	Local	W. Bloomfield Road	703.3	0.13	0.25	0.27	28.0	19,692
19-465	Gehan Homes at Sierra Sky	Public	Local	W. Bloomfield Road	224.6	0.04	0.25	0.09	47.2	10,592
19-465	Gehan Homes at Sierra Sky	Public	Local	N. 174th Lane	291.1	0.06	0.25	0.11	28.0	8,151
19-465	Gehan Homes at Sierra Sky	Public	Local	W. Charter Oak Road	704.1	0.13	0.25	0.27	28.0	19,715
19-465	Gehan Homes at Sierra Sky	Public	Local	N. 174th Avenue	267.5	0.05	0.25	0.10	47.2	12,615
19-465	Gehan Homes at Sierra Sky	Public	Collector	N. 175th Avenue	1302.4	0.25	0.25	0.49	18.5	24,094
19-465	Gehan Homes at Sierra Sky	Public	Collector	W. Cactus Road	1280.0	0.24	0.25	0.48	38.0	48,640
				Total	8991.5				Total	261,618



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 2022 Contact Person: CHRIS SEXTON
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Heritage Asante – Parcel 10” and received July 26, 2022, a property generally located west of Asante Blvd. and south of Pat Tillman Blvd; Case FS22-0645.

Motion:

I move to approve the Final Plat entitled, “Heritage Asante – Parcel 10” and received July 26, 2022.

Background:

The subject request involves a Final Plat for Heritage Asante Parcel 10. The proposed Final Plat includes the subdivision of the 14.37 net acre Parcel 10 of Heritage Asante into 83 single-family lots, for a density of 5.77 DU/Ac.

Objective Analysis:

The subject Final Plat meets the requirements of the Paradiso Asante PUD, 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 Final Plat is consistent with the Paradiso Asante PUD and achieves 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 - FS22-0645 - Heritage Asante Parcel 10 - Staff Report
 2. 01 - FS22-0645 Heritage Asante Parcel 10 - Final Plat - Vicinity Map
 3. 02 - FS22-0645 Heritage Asante Parcel 10 - Final Plat - Zoning Map
 4. 03 - FS22-0645 - Heritage Asante Parcel 10 - Final Plat - Final Plat
 5. 04 - FS22-0645 Heritage Asante Parcel 10 - Final Plat - Landscape Plan
 6. 05 - FS22-0645 Heritage Asante Parcel 10 - Final Plat - Wall Plan
 7. 06 - FS22-0645 Heritage Asante Parcel 10 - Final Plat - Wall Details
 8. 07 - FS22-0645 Heritage Asante Parcel 10 - Final Plat - Luke AFB letter
 9. FS22-0645 - Heritage Asante Parcel 10 - PowerPoint
-

Case: FS22-0645

Project Name: Heritage Asante Parcel 10 – Final Plat

Council District: 1 - Acacia

City Council Date: October 18, 2022

Planner: Chris Sexton, Planner II

Owner: Lennar Arizona Construction Inc.

Applicant: Diego Ortiz with Hilgart Wilson, LLC

Request: Final Plat for an 83 single-family residential division within the Paradiso Asante (Heritage Asante) PUD

Site Location: Located west of Asante Boulevard and South of Pat Tillman Boulevard.

Site Size: 14.37 net acres

Net Density: 5.77 DU/AC

General Plan Conformance: The proposed Final Plat is consistent with the Surprise General Plan 2035.

Findings:

- The proposed Final Plat is consistent with the Paradiso Asante PUD as amended under case FS21-1002.
- The proposed Final Plat is consistent with the Preliminary Plat, case FS21-330.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request

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

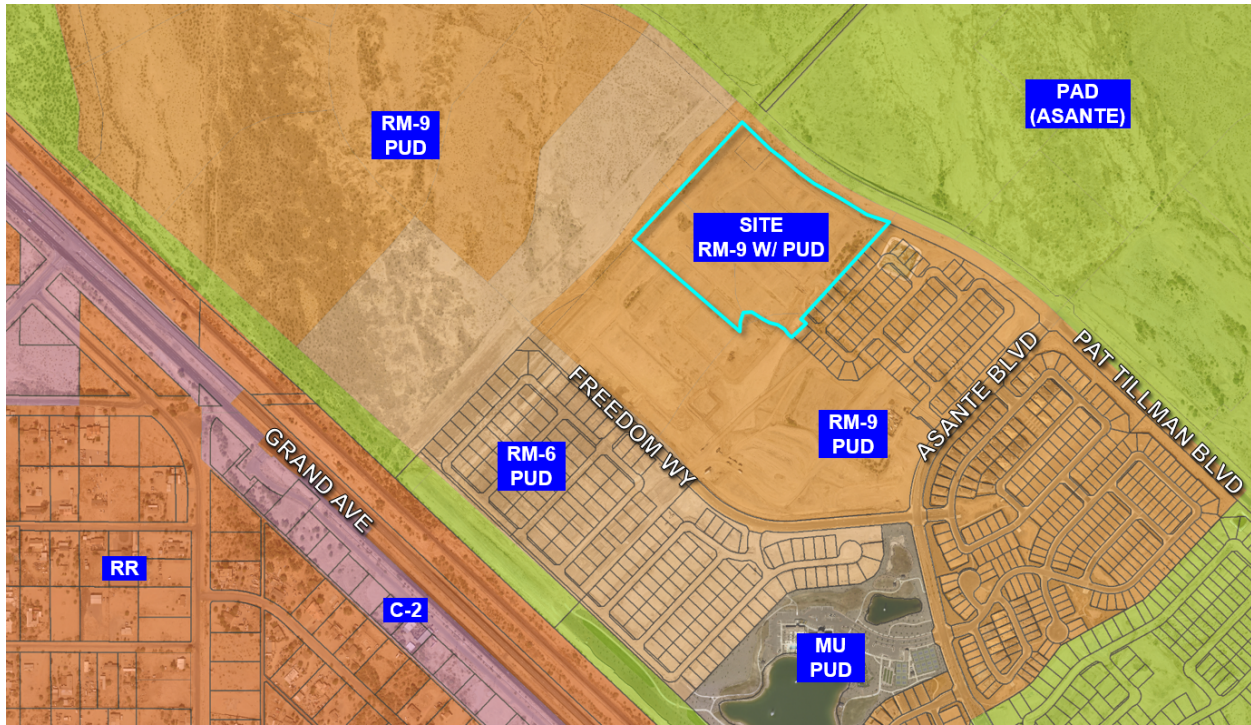
Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

PROJECT DESCRIPTION:

The subject request involves a Final Plat for Paradiso (Heritage) Asante Parcel 10. The proposed Final Plat includes the subdivision of the 14.37 net acre Parcel 10 of Paradiso (Heritage) Asante into 83 single-family lots, for a density of 5.77 DU/Ac. The subject parcel is generally located west of Asante Blvd. and south of Pat Tillman Blvd.

SURROUNDING LAND ZONING:

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



RM-6 with PUD Overlay	Asante North PAD (LDR)	Asante PAD (M/HDR)
RM-6 with PUD Overlay	RM-9 with PUD Overlay	RM-9 with PUD Overlay
RM-9 with PUD Overlay	RM-9 with PUD Overlay	RM-9 with PUD Overlay

BACKGROUND:

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

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

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

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

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

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

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

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

May 3, 2022: The applicant filed a request for a Final Plat under case FS22-0645, the subject case.

May 5, 2022: Planning and Zoning Commission approved the Preliminary Plat under case FS21-330, the subject case.

ANALYSIS AND DISCUSSION:

The proposed plat includes 83 single-family residential lots located within 14.73 acre subdivision within the Paradiso Asante (Heritage Asante) PUD. This equates to a density of 5.77 DU/Acre, which meets the PUD Overlay. The average lot size in Parcel 10 is 4,930 square feet, with minimum dimensions of 50' x 95'.

Access

Primary access to Parcel 10 will be through the adjacent Parcel 9 development, with a secondary emergency ingress/egress onto Pat Tillman Blvd. Parcel 10 will also have a connection to the future Parcel 7 development.

Open Space & Landscaping

This parcel includes 4.56 acres (28.03%) of open space, which includes areas for recreation and trail connections to the overall Paradiso Asante development. Of the 4.56 acres of open space, 1.45% is active open space and 3.10% is passive open space. Residents of this subdivision also have access to the community pool and amenities in Parcel 4 of this development. Additional landscape and retention basins also contribute to the total open space.

Walls

The wall plans for Parcel 10 are consistent with the Paradiso Asante Development, as are the colors and materials for the theme walls, view fencing, builder walls, and columns.

Utility and Services Table:

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

Conformance with Adopted Plans:

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

Reviewing Agencies:

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

Summary:

The subject Final Plat meets the requirements of the Paradiso Asante PUD. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

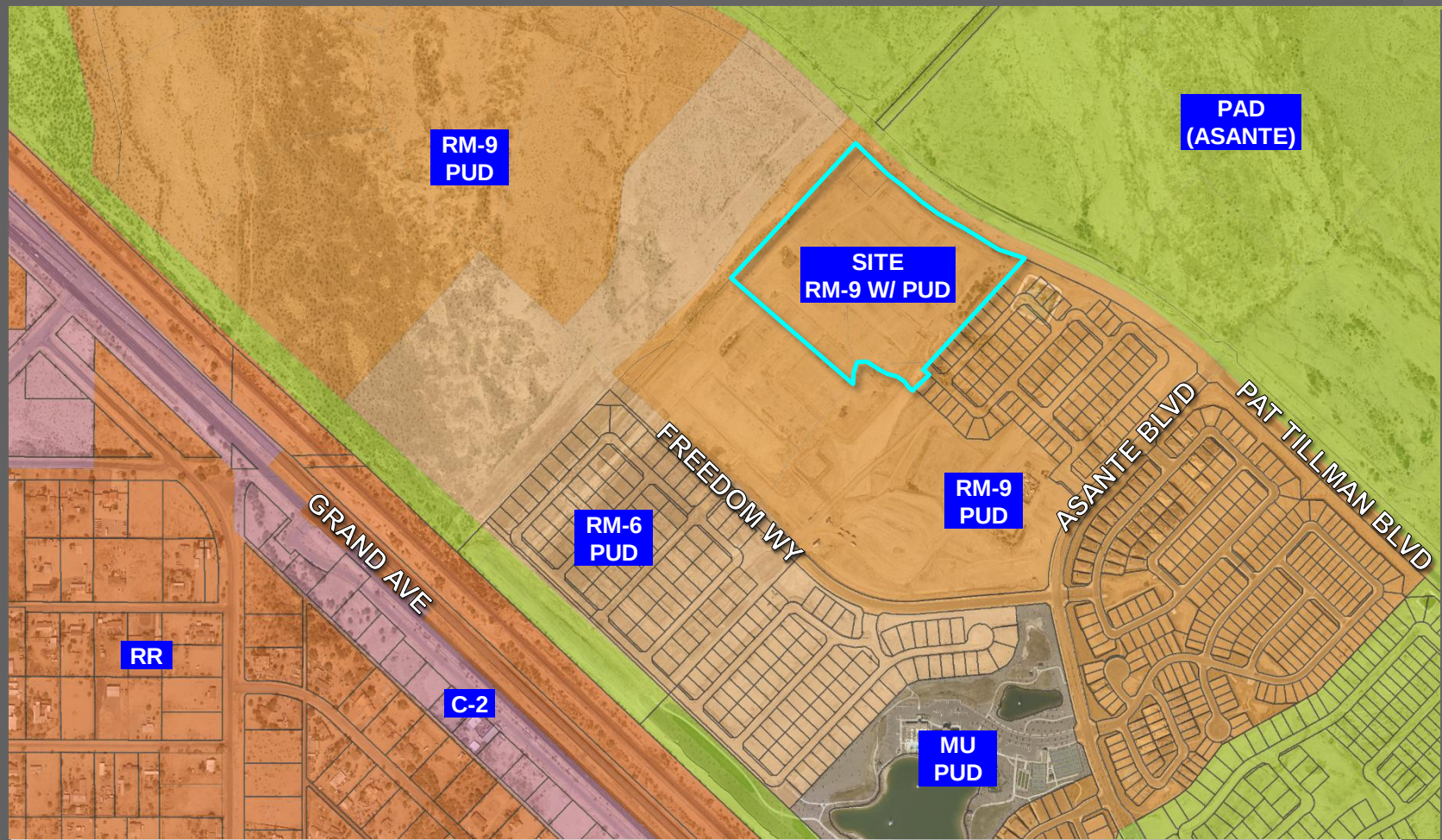
- The proposed Final Plat is consistent with the Paradiso Asante PUD as amended under case FS21-1002.
- The proposed Final Plat is consistent with the Preliminary Plat, case FS21-330.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request

Attachments:

- 01 Vicinity Map
- 02 Zoning Map
- 03 Final Plat
- 04 Landscape Plan
- 05 Wall Plan
- 06 Wall Plan Details
- 07 Luke AFB Letter



FS22-0645 VICINITY MAP



FS22-0645 ZONING MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNERS, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "HERITAGE ASANTE - PARCEL 10", BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "HERITAGE ASANTE - PARCEL 10" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

OWNERS 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.

OWNERS 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.

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNERS 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 OWNERS 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.

OWNERS 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 LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

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

IN WITNESS WHEREOF:

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS AN 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.

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

ITS: MANAGER

BY: _____

NAME: _____

ITS: _____

IN WITNESS WHEREOF:

DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS AN 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.

DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: DW GENERAL PARTNER, LLC

ITS: MANAGER

BY: _____

NAME: _____

ITS: AUTHORIZED SIGNATORY

FINAL PLAT
OF
HERITAGE ASANTE - PARCEL 10
SURPRISE, ARIZONA
BEING WITHIN A PORTION OF THE SOUTH HALF OF
SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY,
ARIZONA

COMMUNITY ASSOCIATION RATIFICATION

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

BY: _____

TITLE: _____

PRINTED NAME: _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

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

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

BY: _____ DATE _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2022, BY _____, THE _____ OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGER OF LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF OF THE COMPANY.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS, _____ DAY OF _____, 2022, BEFORE ME APPEARED _____ WHO ACKNOWLEDGED TO BE THE AUTHORIZED SIGNATORY OF DW GENERAL PARTNER, LLC, AS MEMBER OF DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH AUTHORIZED SIGNATORY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC MY COMMISSION EXPIRES _____

OWNER

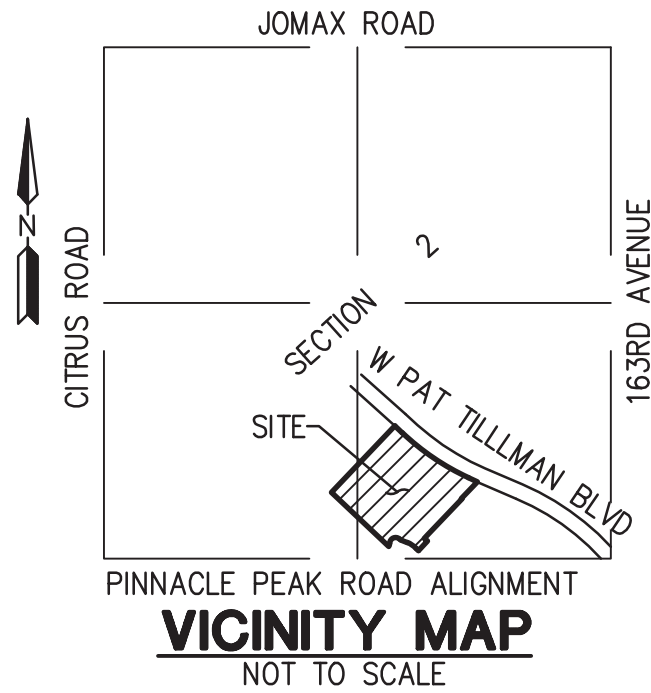
LCD ASANTE, LLC
1665 W. ALAMEDA DR., SUITE 130
TEMPE, AZ 85282
PHONE: (480) 332-6674
CONTACT: JOAN SCARBROUGH

OWNER

DRP AZ 5, LLC
590 MADISON AVE., 13TH FLOOR
NEW YORK, NY 10022
PHONE: (212) 751-5956
CONTACT: CHRIS BORNEMANN

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 SHEET INDEX MAP, NOTES,
LOT/TRACT AREA TABLE, LOT
SETBACK & VISIBILITY DETAIL
FINAL PLAT

FP03-FP06

PUBLIC NOTICE:

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

LEGAL DESCRIPTION

SEE SHEET 2 FOR LEGAL DESCRIPTION

BASIS OF BEARING

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

100 YEAR ASSURED WATER SUPPLY

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

FLOOD ZONE DESIGNATION

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 "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

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.

ATTEST:

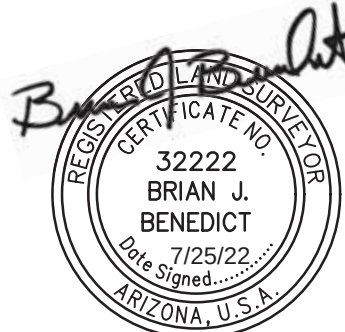
MAYOR DATE _____

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 AUGUST 2021; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BY:
BRIAN J. BENEDICT, RLS
RLS# 32222
HILGARTWILSON, LLC.
2141 E. HIGHLAND AVENUE, SUITE 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
www.hilgartwilson.com
PHOENIX, AZ 85016

HERITAGE ASANTE - PARCEL 10
ASANTE BOULEVARD & FREEDOM WAY
SURPRISE, ARIZONA
FINAL PLAT

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PROJ. NO.: 1909
DATE: JULY 2022
SCALE: NONE
DRAWN: RG
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO:
FS22-0645

DWG. NO.

FP01

SHT. 1 OF 7

LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 11 FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF BEARS SOUTH 00°43'44" WEST, 2644.11 FEET.

THENCE NORTH 00°42'32"EAST, 2644.68 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO THE NORTHEAST CORNER, POSITION CALCULATED PER RESULTS OF SURVEY RECORDED IN BOOK 679, PAGE 19, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE NORTH 89°28'08"WEST, 2330.37 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE LEAVING SAID NORTH LINE, NORTH 00°31'52"EAST, 405.41 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 46°42'56" WEST, 723.25 FEET;

THENCE NORTH 43°31'21" EAST, 846.47 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST PAT TILLMAN BOULEVARD AS SHOWN ON THE MAP OF DEDICATION OF ASANTE PHASE TWO FILED AS BOOK 855, PAGE 46, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE FOLLOWING THREE (3) COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 46°28'39" EAST, 94.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2267.50 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°43'45", AN ARC LENGTH OF 741.21 FEET TO A TANGENT LINE;

THENCE SOUTH 65°12'24" EAST, 88.62 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 43°31'21" WEST, 210.77 FEET;

THENCE SOUTH 46°28'39" EAST, 5.00 FEET;

THENCE SOUTH 43°31'21" WEST, 451.37 FEET;

THENCE SOUTH 43°17'04" WEST, 50.00 FEET;

THENCE SOUTH 46°42'56" EAST, 37.50 FEET;

THENCE SOUTH 43°17'04" WEST, 119.97 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, THE CENTER OF WHICH BEARS SOUTH 50°40'56" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°32'46", AN ARC LENGTH OF 18.76 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°17'50", AN ARC LENGTH OF 14.68 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 220.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°32'51", AN ARC LENGTH OF 94.26 FEET TO A TANGENT LINE;

THENCE NORTH 68°06'52" WEST, 63.21 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", AN ARC LENGTH OF 16.65 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°40'58", AN ARC LENGTH OF 119.69 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", AN ARC LENGTH OF 16.65 FEET TO A TANGENT LINE;

THENCE SOUTH 21°53'08" WEST, 12.88 FEET TO THE POINT OF BEGINNING.

NOTES

- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'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)
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- IN ACCORDANCE WITH 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 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 HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- TOTAL NUMBER OF LOTS = 83
- DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS17-010 OR AS SUBSEQUENTLY AMENDED.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS21-330

OPTIONEE APPROVAL

OPTIONEE APPROVAL UNDER OPTION AGREEMENT, DATED MAY 25, 2022, EVIDENCED OF RECORD BY MEMORANDUM OF OPTION AGREEMENT, DATED MAY 25, 2022, RECORDED ON MAY 26, 2022, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, AT INSTRUMENT NO. 2022-0455206.

LENNAR ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGEMENT FOR OPTIONEE APPROVAL

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2022,
BY _____, THE _____ OF LENNAR ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF OF THE COMPANY.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

RELEASE OF LIABILITY

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY, [EACH AN "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.

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY (EACH 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.

THE CITY OF SURPRISE AGREES TO INDEMNIFY LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THEIR OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND THOSE OF THEIR 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 ANY EASEMENT ON THIS PLAT 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 LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OR DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY THEIR OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR THOSE OF THEIR SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

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

CO-DECLARANT APPROVALS

APPROVAL BY THE CO-DECLARANTS UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ASANTE, DATED JUNE 30, 2008, AS RECORDED ON JULY 1, 2008, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, AT INSTRUMENT NO. 2008-0580987.

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

ITS: MANAGER

BY: _____

NAME: _____

ITS: _____

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

ITS: MANAGER

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENTS FOR CO-DECLARANT APPROVALS

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

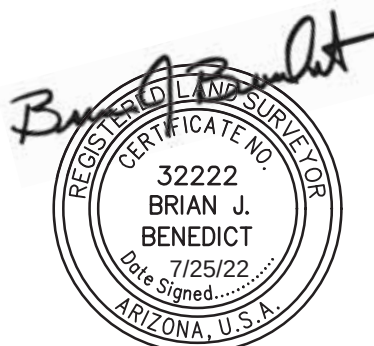
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2022,
BY _____, THE _____ OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGER OF LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF OF THE COMPANY.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2022,
BY _____, THE _____ OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGER OF ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR AND ON BEHALF OF THE COMPANY.

NOTARY PUBLIC MY COMMISSION EXPIRES _____



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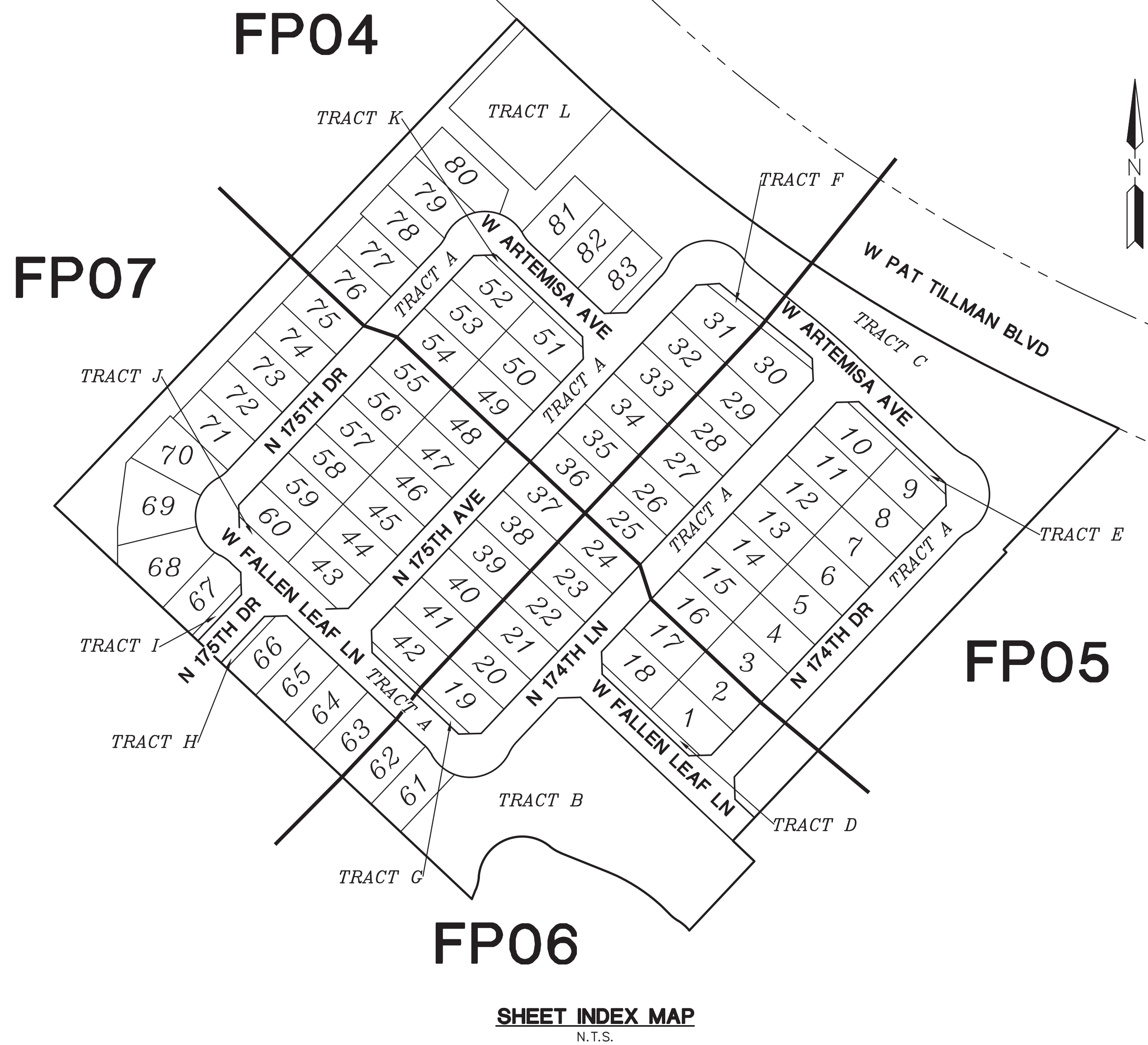
HERITAGE ASANTE - PARCEL 10 ASANTE BOULEVARD & FREEDOM WAY SURPRISE, ARIZONA FINAL PLAT		STATUS:	
		MUNICIPAL TRACKING NO:	
		PROJ. NO.: 1909	DATE: JULY 2022
		SCALE: NONE	DRAWN: RG
		APPROVED: BJB	
DWG. NO.		FS22-0645	
SHT. 2 OF 7		FP02	

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	4795	0.110
LOT : 2	4750	0.109
LOT : 3	4750	0.109
LOT : 4	4750	0.109
LOT : 5	4750	0.109
LOT : 6	4750	0.109
LOT : 7	4750	0.109
LOT : 8	4750	0.109
LOT : 9	4795	0.110
LOT : 10	4795	0.110
LOT : 11	4750	0.109
LOT : 12	4750	0.109
LOT : 13	4750	0.109
LOT : 14	4750	0.109
LOT : 15	4750	0.109
LOT : 16	4750	0.109
LOT : 17	4750	0.109
LOT : 18	4795	0.110
LOT : 19	4890	0.112
LOT : 20	4750	0.109
LOT : 21	4750	0.109

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 22	4750	0.109
LOT : 23	4750	0.109
LOT : 24	4750	0.109
LOT : 25	4750	0.109
LOT : 26	4750	0.109
LOT : 27	5035	0.116
LOT : 28	5035	0.116
LOT : 29	5035	0.116
LOT : 30	6289	0.144
LOT : 31	5586	0.128
LOT : 32	5035	0.116
LOT : 33	5035	0.116
LOT : 34	5035	0.116
LOT : 35	4750	0.109
LOT : 36	4750	0.109
LOT : 37	4750	0.109
LOT : 38	4750	0.109
LOT : 39	4750	0.109
LOT : 40	4750	0.109
LOT : 41	4750	0.109
LOT : 42	4890	0.112

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 43	4795	0.110
LOT : 44	4750	0.109
LOT : 45	4750	0.109
LOT : 46	4750	0.109
LOT : 47	4750	0.109
LOT : 48	4750	0.109
LOT : 49	4750	0.109
LOT : 50	4750	0.109
LOT : 51	4795	0.110
LOT : 52	4795	0.110
LOT : 53	4750	0.109
LOT : 54	4750	0.109
LOT : 55	4750	0.109
LOT : 56	4750	0.109
LOT : 57	4750	0.109
LOT : 58	4750	0.109
LOT : 59	4750	0.109
LOT : 60	4795	0.110
LOT : 61	4942	0.113
LOT : 62	5000	0.115
LOT : 63	5000	0.115

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 64	5000	0.115
LOT : 65	5000	0.115
LOT : 66	4950	0.114
LOT : 67	5011	0.115
LOT : 68	7050	0.162
LOT : 69	7499	0.172
LOT : 70	5776	0.133
LOT : 71	4750	0.109
LOT : 72	4750	0.109
LOT : 73	4750	0.109
LOT : 74	4750	0.109
LOT : 75	4750	0.109
LOT : 76	4750	0.109
LOT : 77	4750	0.109
LOT : 78	4992	0.115
LOT : 79	4865	0.112
LOT : 80	5929	0.136
LOT : 81	5030	0.115
LOT : 82	5050	0.116
LOT : 83	5139	0.118

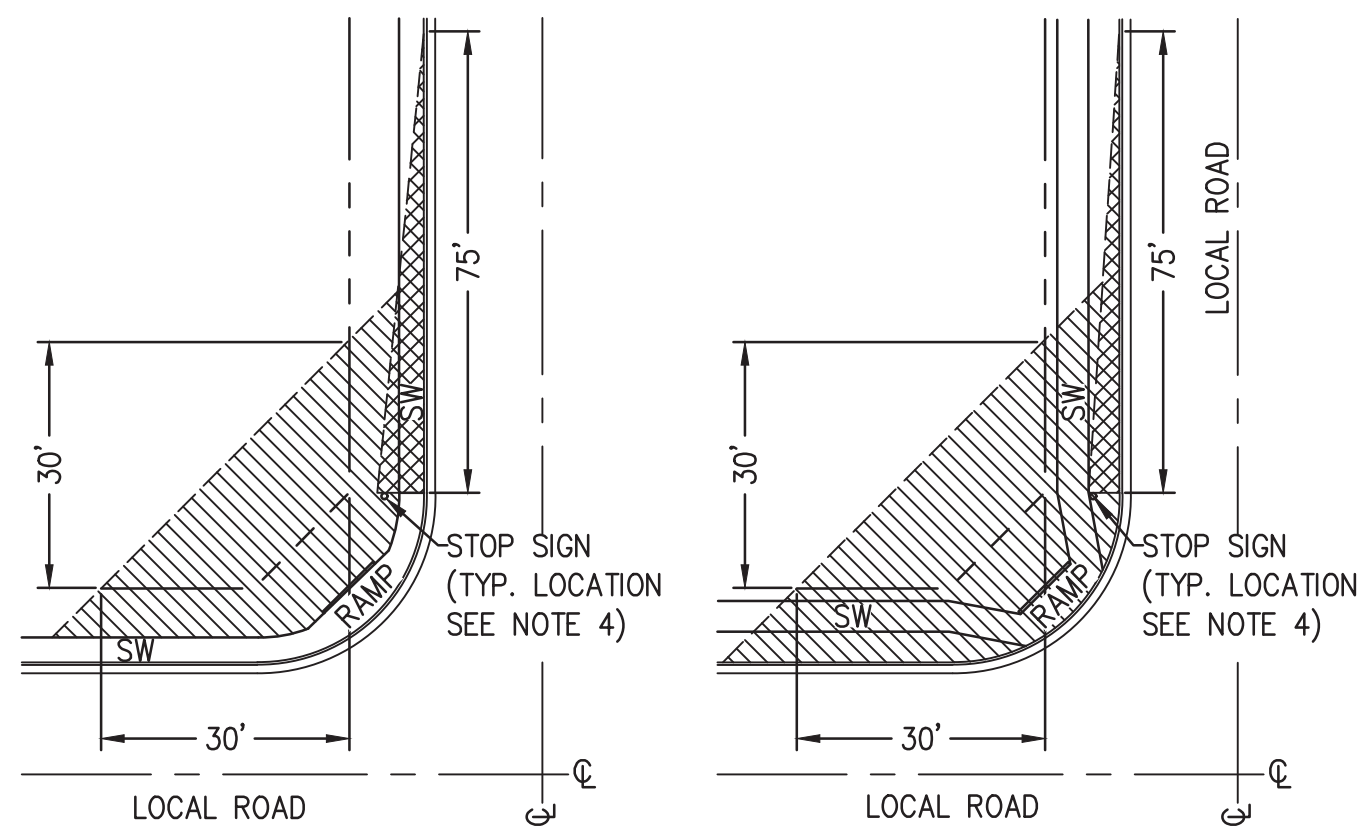


TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	3.6155	PRIVATE ACCESSWAY, PUBLIC UTILITY EASEMENT, WATER & SEWER EASEMENT
TRACT B	1.3516	COMMON AREA, DRAINAGE
TRACT C	2.9431	COMMON AREA, DRAINAGE, WATER EASEMENT, EMERGENCY ACCESSWAY
TRACT D	0.0367	COMMON AREA
TRACT E	0.0367	COMMON AREA
TRACT F	0.0404	COMMON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

NOTES:

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

SITE SUMMARY TABLE		
OVERALL GROSS AREA	783,264 SQ.FT.	17.9813 AC.
OVERALL NET AREA	625,773 SQ.FT.	14.3658 AC.
TOTAL NUMBER OF LOTS: SINGLE FAMILY	83	
TOTAL LOT AREA	406,209 SQ.FT.	9.3940 AC.
TOTAL TRACTS (B-L)	219,564 SQ.FT.	5.0430 AC.
TOTAL NET PERCENTAGE OF OPEN SPACE (%)	28.03	
TRACT A	157,491 SQ.FT.	3.6150 AC.
AVERAGE LOT SIZE (SF)	4,930	
MINIMUM LOT WIDTH (FT)	50	
MINIMUM LOT DEPTH (FT)	95	
DENSITY (DU/AC): PER GROSS AREA	4.62	



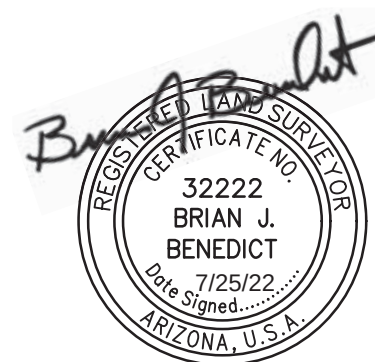
LOCAL STREET SIGHT VISIBILITY TRIANGLES

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 ENCRATCH 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.

UNOBSTRUCTED VIEW EASEMENT AREA
(SEE NOTE #3)

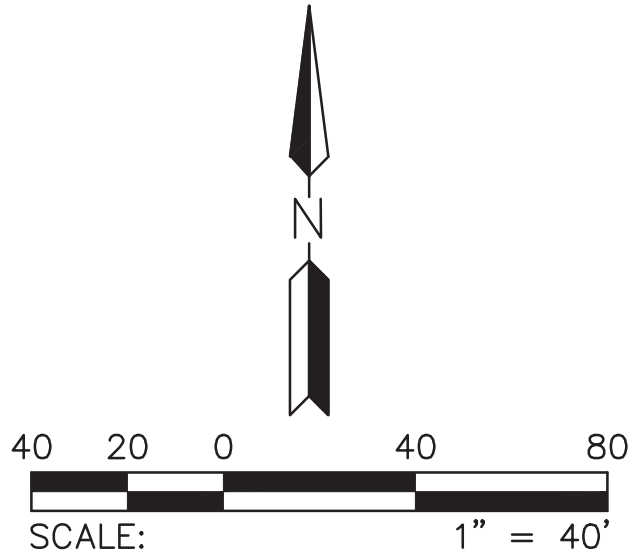
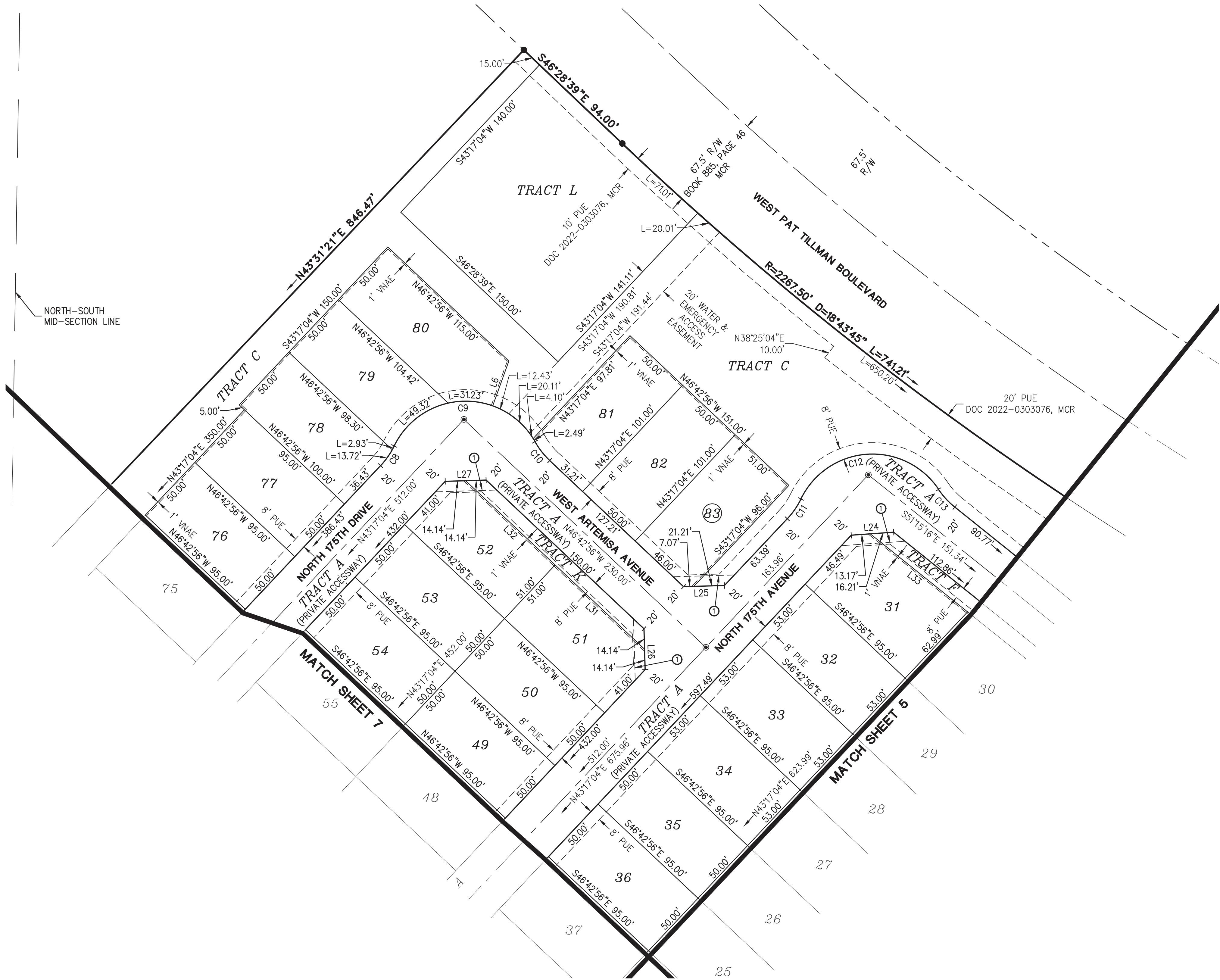
NO VEGETATION OVER 30 INCHES IN HEIGHT



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DWG. NO. FP03 SHT. 3 OF 7	PROJ. NO.: 1909	STATUS: MUNICIPAL TRACKING NO: FS22-0645	HERITAGE ASANTE - PARCEL 10 ASANTE BOULEVARD & FREEDOM WAY SURPRISE, ARIZONA FINAL PLAT
	DATE: JULY 2022		
	SCALE: NONE		
	DRAWN: RG		
	APPROVED: BJB		

 **HILGARTWILSON**
ENGINEER | PLAN | SURVEY | MANAGE
12141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

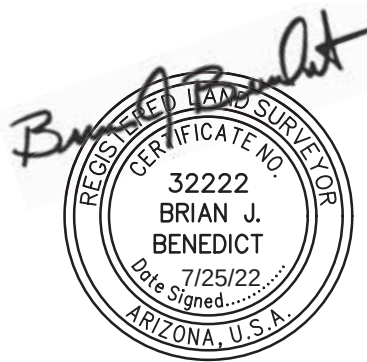


LEGEND

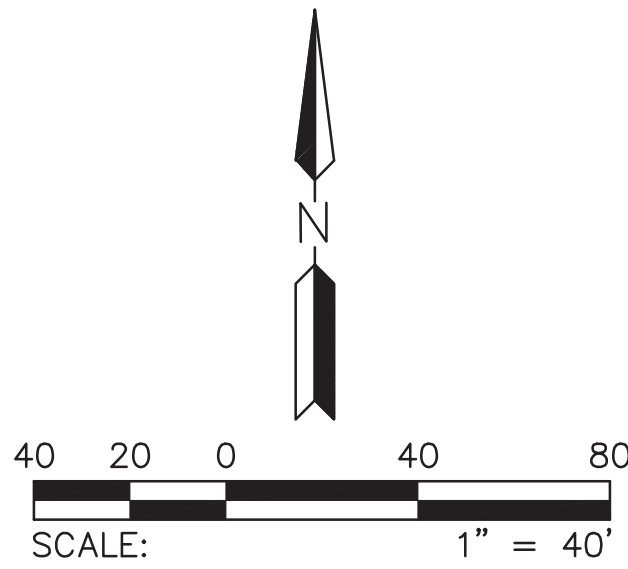
- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - EASEMENT
- - - PARCEL LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE
- 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 30'X30' SIGHT VISIBILITY TRIANGLE

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L6	N19°51'38"E	33.04'
L24	N86°00'54"E	29.38'
L25	N88°17'04"E	28.28'
L26	S01°42'56"E	28.28'
L27	N88°17'04"E	28.28'
L31	N46°42'56"W	85.00'
L32	S46°42'56"E	85.00'
L33	S51°15'16"E	86.33'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C8	55.00'	17°20'29"	16.65'
C9	55.00'	124°40'58"	119.69'
C10	55.00'	17°20'29"	16.65'
C11	55.00'	17°23'46"	16.70'
C12	55.00'	120°15'12"	115.43'
C13	55.00'	17°23'46"	16.70'



PROJ. NO.: 1909	STATUS:
DATE: JULY 2022	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: RG	
APPROVED: BJB	FS22-0645



- LEGEND**
- 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
 - BOUNDARY LINE
 - - - SECTION LINE
 - - - CENTER LINE
 - - - RIGHT OF WAY
 - - - EASEMENT
 - - - PARCEL LINE
 - - - RIGHT-OF-WAY
 - R/W PUBLIC UTILITY EASEMENT
 - PUE SIGHT VISIBILITY TRIANGLE
 - WNAE 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 30'X30' SIGHT VISIBILITY TRIANGLE

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L2	S43°17'04"W	50.00'
L3	S46°42'56"E	37.50'
L4	S68°06'52"E	63.21'
L5	S21°53'08"W	12.88'
L8	N46°42'56"W	85.00'
L10	S46°42'56"E	85.00'
L17	S88°17'04"W	28.28'
L18	S01°42'56"E	28.28'
L19	N88°17'04"E	28.28'
L20	N01°42'56"W	28.28'
L28	N88°17'04"E	28.28'
L29	S46°42'56"E	460.00'
L36	N46°42'56"W	85.00'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	55.00'	19°32'46"	18.76'
C2	55.00'	15°17'50"	14.68'
C3	220.00'	24°32'51"	94.26'
C4	55.00'	17°20'29"	16.65'
C5	55.00'	124°40'58"	119.69'
C6	55.00'	17°20'29"	16.65'
C17	55.00'	17°20'29"	16.65'
C18	55.00'	124°40'58"	119.69'
C19	55.00'	17°20'29"	16.65'

SOUTHWEST CORNER SEC. 2, TOWNSHIP 4 NORTH, RANGE 2 WEST NOTHING FOUND, CALCULATED POSITION

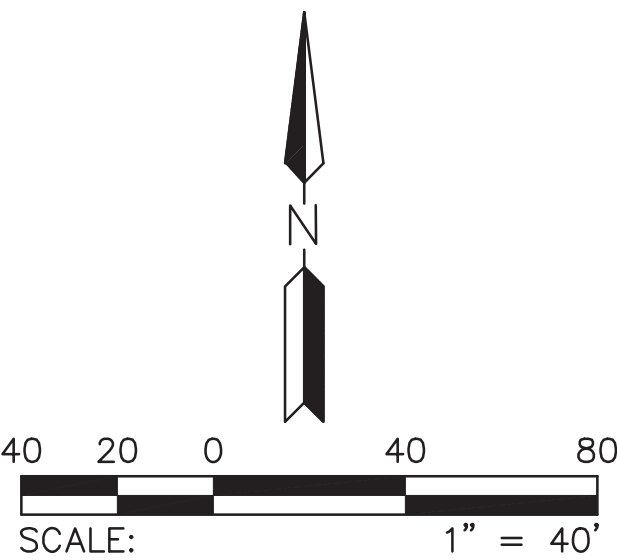
SOUTH QUARTER CORNER SEC. 2, TOWNSHIP 4 NORTH, RANGE 2 WEST NOTHING FOUND, POSITION CALCULATED PER RESULTS OF SURVEY BOOK 679, PAGE 19 MCR

SOUTHEAST CORNER SEC. 2 TOWNSHIP 4 NORTH, RANGE 2 WEST NOTHING FOUND POSITION CALCULATED PER RESULTS OF SURVEY BOOK 679, PAGE 19 MCR

EAST 1/4 CORNER SEC. 11 TOWNSHIP 4 NORTH, RANGE 2 WEST FOUND MARICOPA COUNTY ALUMINUM CAP W/ SECTION CORNER MARKINGS & RLS 35832 (BENT LOCATED WHERE GOES IN GROUND) P.O.C.

SOUTHEAST CORNER SEC. 11 TOWNSHIP 4 NORTH, RANGE 2 WEST FOUND MARICOPA COUNTY ALUMINUM CAP STAMPED W/ SECTION CORNER MARKINGS & RLS 35832



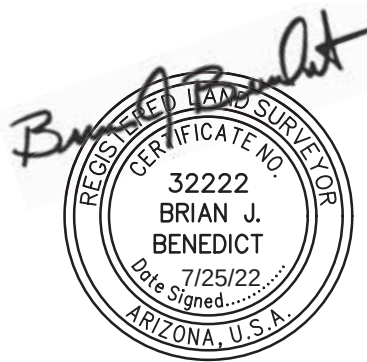


LEGEND

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- P.O.C. POINT OF COMMENCEMENT
- ① 30'X30' SIGHT VISIBILITY TRIANGLE

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L7	N00°00'00"E	47.83'
L12	N01°42'56"W	28.28'
L13	S01°42'56"E	28.28'
L14	N88°17'04"E	28.28'
L15	S88°17'04"W	28.28'
L16	N01°42'56"W	28.28'
L29	S46°42'56"E	460.00'
L30	S43°17'04"W	81.33'
L37	S46°42'56"E	85.00'
L38	S46°42'56"E	85.00'
L39	S46°42'56"E	85.00'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C20	55.00'	17°20'29"	16.65'
C21	55.00'	124°40'58"	119.69'
C22	55.00'	17°20'29"	16.65'



PROJ. NO.: 1909	STATUS:
DATE: JULY 2022	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: RG	
APPROVED: BJB	FS22-0645

- [illegible]

SYMBOL	BOTANICAL/ COMMON NAME	SIZE
	<i>Fraxinus v. 'Weinlands'</i> ARIZONA ASH	24" BOX STANDARD
	<i>Pinus mitis</i> MONVIEL PINE	24" BOX STANDARD LOW BRANCH
	<i>Prosopis p. 'lanceol'</i> HONEY MESQUITE	24" BOX STANDARD LOW BRANCH
	<i>Quercus agrifolia 'Heritage'</i> HERITAGE LIVE OAK	24" BOX STANDARD

EYEDOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPECIES
(A)	AGAVE / "MEXICANA PLANT" TOSCA GLOW GRASS	6 GAL.	50°F O.D.
(B)	BONSAI PALM / TOSCA GLOW TOSCA GLOW GRASS	6 GAL.	50°F O.D.
(C)	BON / TOSCA 2, MONDO AMBITON / YU SHIMA GRASS	8 GAL.	37°F O.D.
(D)	CASSELL PRINCE PULCHERRUS EUCALYPTUS 2 OF 3 FRAMES	5 GAL.	80°F O.D.
(H)	MELISSA / "SAGE-LEAF" SAGE-LEAF FERN	5 GAL.	50°F O.D.
(L)	HESPERALOE PARVIFLORA RED YUCCA	5 GAL.	34°F O.D.
(M)	LEODORUM UNIVIRIDIANZE REYNOLDS RED BRAVO GRASS	6 GAL.	94°F O.D.
(N)	MILKWEED / E.L. THORN SUI GRASS	1 GAL.	37°F O.D.
(X)	MYRTLE COMBINER MYRTLE	5 GAL.	63°F O.D.
(H)	Olea / "OLEA", MONTELA STEEPLE CLIP END CLOVER	6 GAL.	94°F O.D.
(Z)	PENNANTIA "HAMELY" GRASS / FOXTAIL GRASS	1 GAL.	37°F O.D.
(Z)	PRUNUS PRUNUS BAJA RUELLIA	5 GAL.	59°F O.D.
(Z)	TROSCUM CHAMBERSLEY'S GERMANIA	1 GAL.	24°F O.D.

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

TOTAL PROJECT AREA: 773,490 SQ FT (17.4 ACRES)
TOTAL PLANTING AREAS: 192,276 SQ FT (4.4 ACRES OF PROJECT AREA)
TOTAL NON-TURF PLANTING AREA: 162,510 SQ FT
TOTAL TURF AREA : 9,757 SQ FT (0.22 ACRES OF PLANTING AREAS)



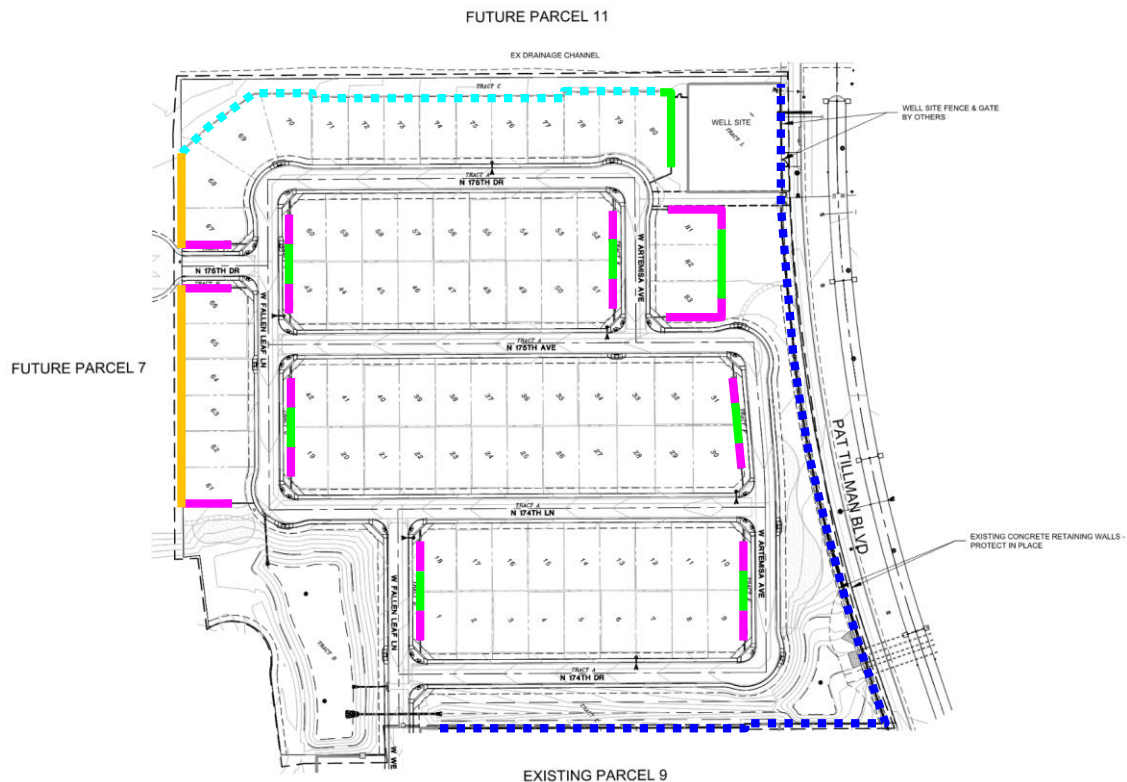
NORT
SCALE: 1"=80'



SMF
ENVIRONMENTAL DESIGN

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

SURPRISE CASE #FS21-330



- PROJECT THEME WALL
- THEME WALL PANEL
- - - 6' VIEW FENCE
- - - 5' VIEW FENCE
- BUILDER WALL

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

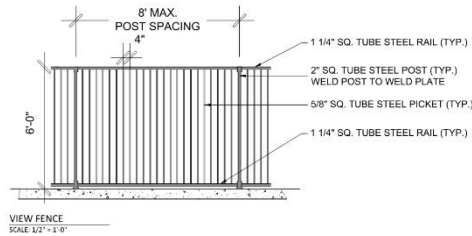
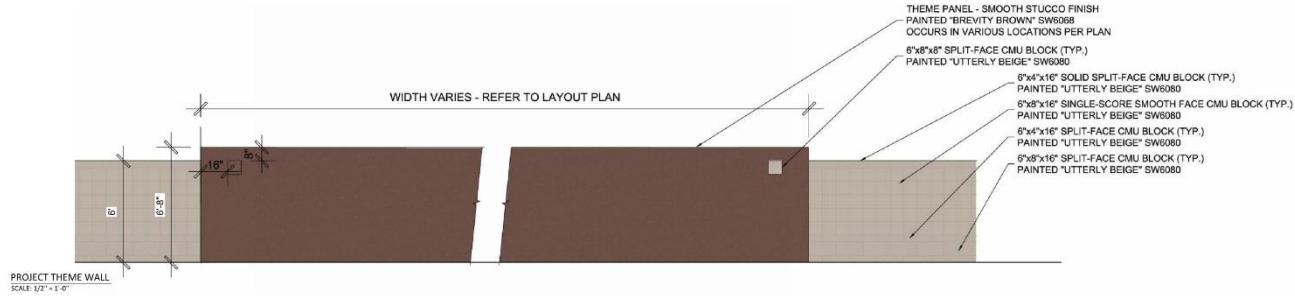
NOTE:
SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND
COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01.
SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW
EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST
MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS
4-01 AND 4-02.



HERITAGE ASANTE - PARCEL 10 Preliminary Wall Plan

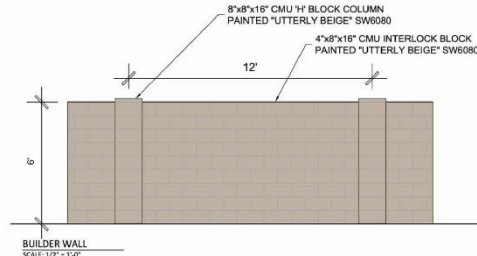
Lennar Homes | Surprise, AZ | November 17, 2021

FS22-0645 WALL PLAN



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

NOTE:
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ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE
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4-02



SMP
ENVIRONMENTAL DESIGN

HERITAGE ASANTE - PARCEL 10 Preliminary Wall Details

Lennar Homes | Surprise, AZ | November 17, 2021

FS22-0645 WALL DETAILS

Christina Sexton

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Wednesday, May 4, 2022 5:01 PM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS22-0645 Heritage Asante Parcel 10 - New Digital Submittal 05.03.22
Attachments: Heritage Asante Parcels 8 and 10 (FS21-330).pdf; smime.p7s; ATT00001.txt; ATT00002.htm

Nichole,

Thank you for the opportunity to provide comments on the Heritage Asante Parcel 10 Final Plat.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. The proposal for the property as stated in the narrative, consisting of 4.2 du/ac on the property falls meets the GDC.

This project was previously commented on via "Heritage Asante Parcels 8 and 10 (FS21-330)" (attached) and these minor changes will not affect our previous input. As described, this project will not negatively impact the flying operations at Luke AFB. Since the site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights per day. We also recommend a strong notification program on the part of the applicant to inform any potential tenants 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: Tuesday, May 3, 2022 10:44 AM
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>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; lbeth - USPS <lbeth.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>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>
Subject: [Non-DoD Source] FS22-0645 Heritage Asante Parcel 10 - New Digital Submittal 05.03.22

Good morning,

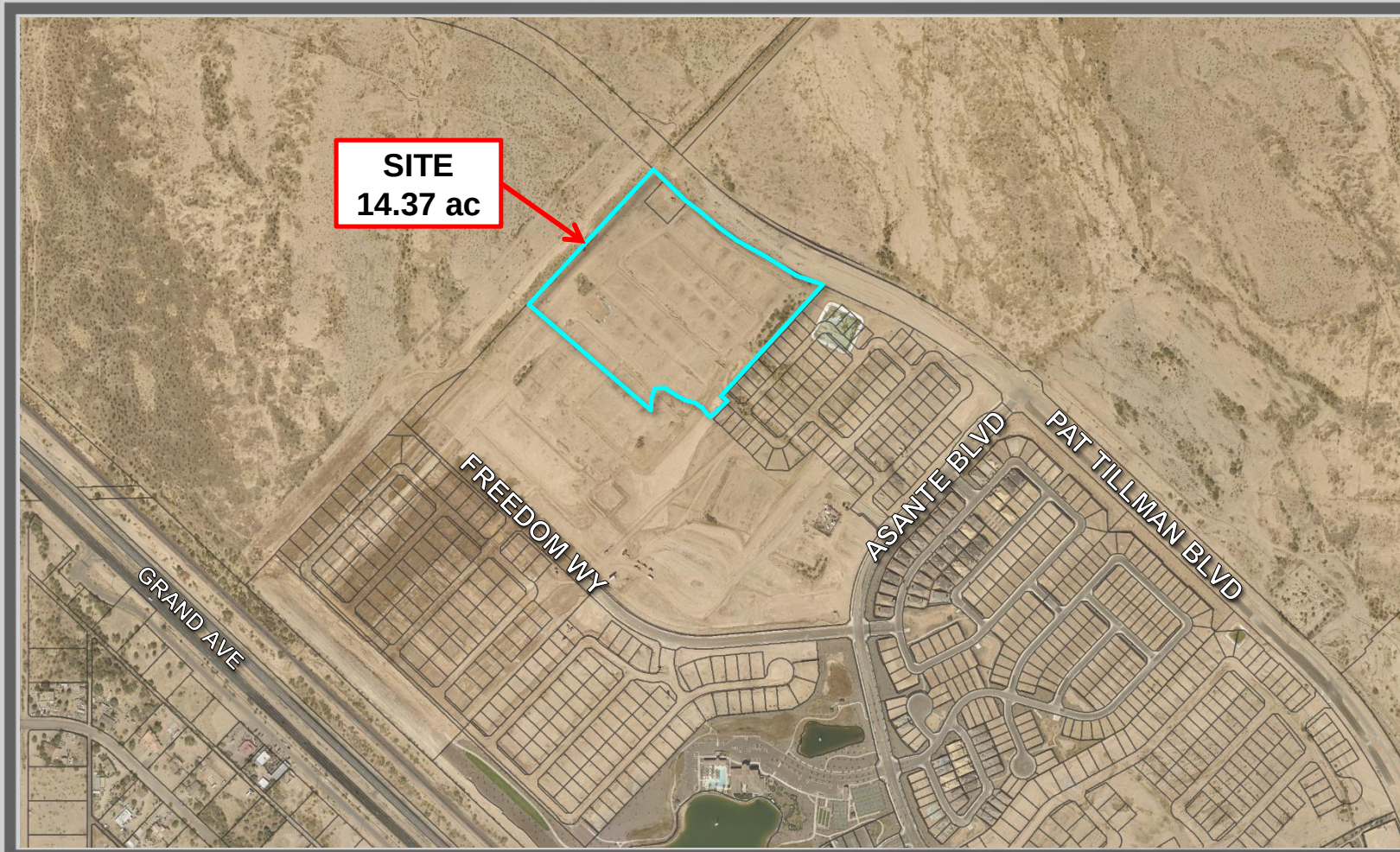


Heritage Asante Parcel 10 Final Plat

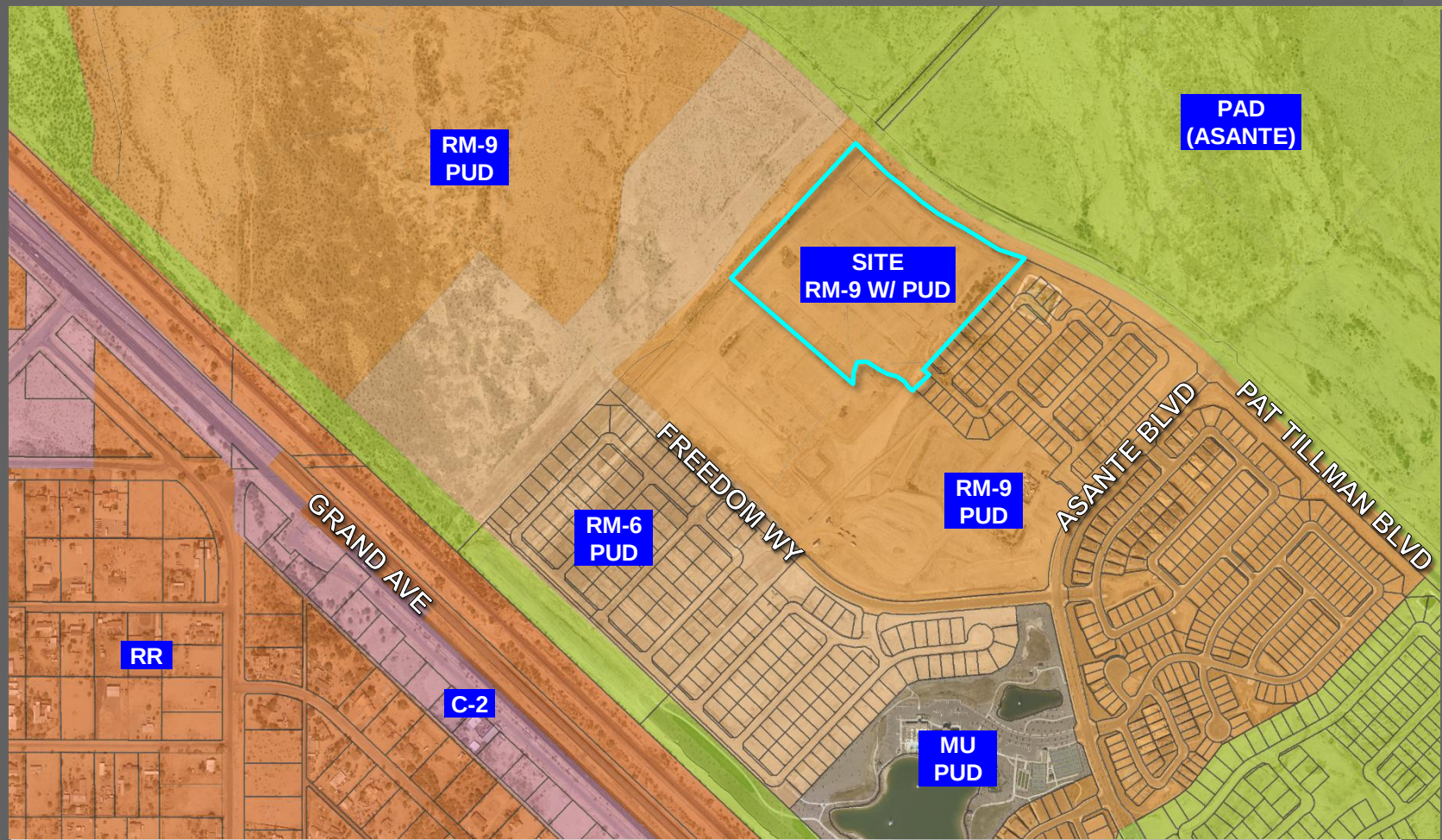
City Council
October 18, 2022



FS22-0645 VICINITY MAP



FS22-0645 VICINITY MAP



FS22-0645 ZONING MAP

- [illegible]

Lennar Homes | Surprise, AZ | March 18, 2022

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

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

TOTAL PROJECT AREA: 773.40 SQ FT (17.7 ACRES)
TOTAL PLANTING AREAS: 192.276 SQ FT (24.0% OF PROJECT AREA)
TOTAL NON-TURF PLANTING AREA: 182.510 SQ FT
TOTAL TURF AREA: 3.757 SQ FT (5% OF PLANTING AREAS)



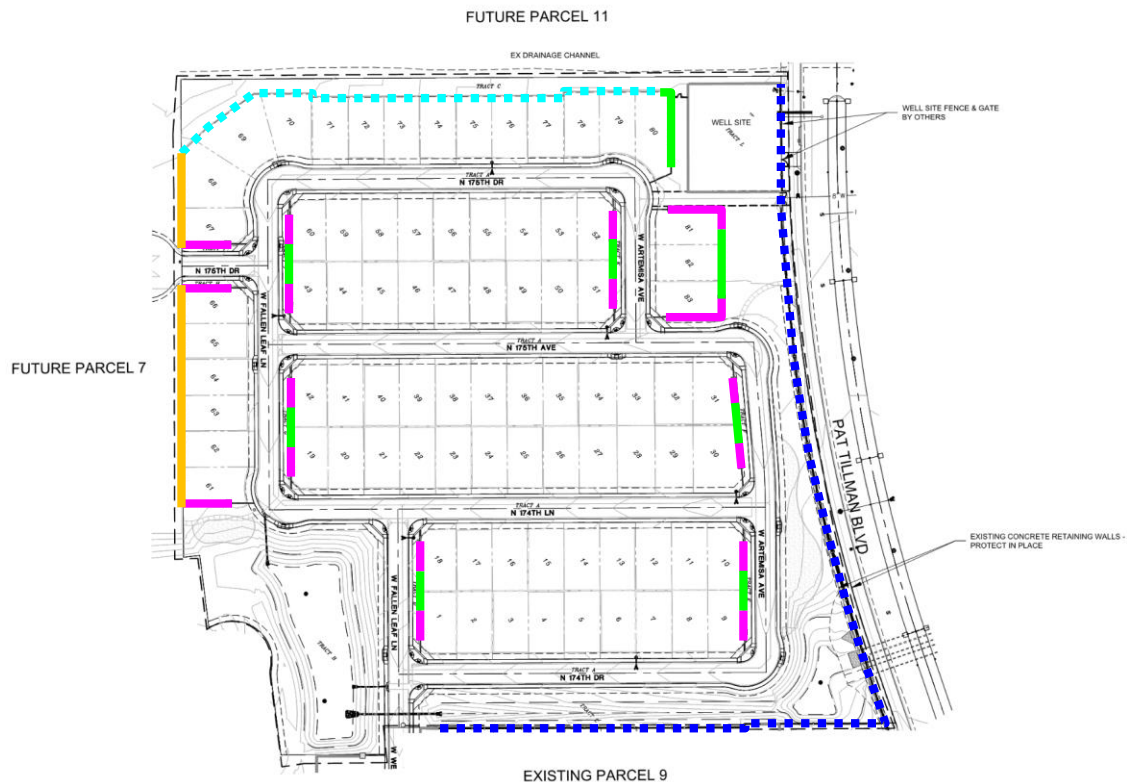
NORTH
SCALE: 1"=800'



SMIP
ENVIRONMENTAL DESIGN



AMENITY SITE



- PROJECT THEME WALL
- THEME WALL PANEL
- - - 6' VIEW FENCE
- - - 5' VIEW FENCE
- BUILDER WALL

NOTE:
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INCLUDING THE HEIGHT OF THE RETAINING
WALLS.

NOTE:
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COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01.
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EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST
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4-01 AND 4-02.

HERITAGE ASANTE - PARCEL 10 Preliminary Wall Plan

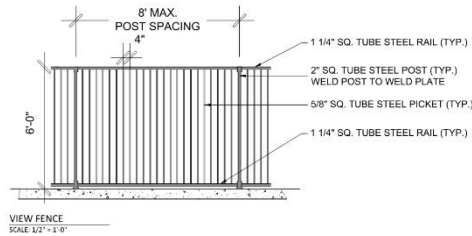
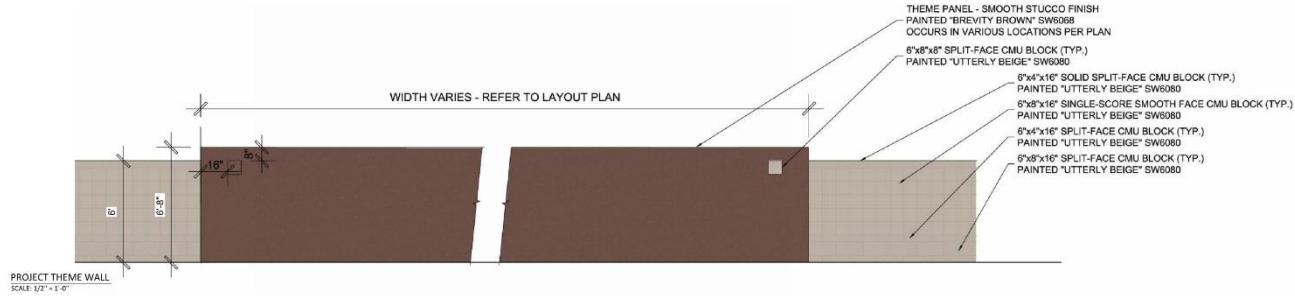
Lennar Homes | Surprise, AZ | November 17, 2021



NORTH
SCALE: 1"=80'-0"

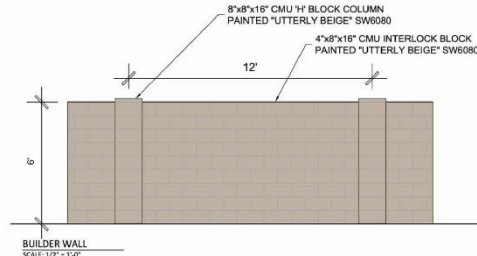
SMP
ENVIRONMENTAL DESIGN

FS22-0645 WALL PLAN



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4-02



SMP
ENVIRONMENTAL DESIGN

HERITAGE ASANTE - PARCEL 10 Preliminary Wall Details

Lennar Homes | Surprise, AZ | November 17, 2021

FS22-0645 WALL DETAILS



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 2022 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 6
Staff Recommendations:

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

Consideration and action pertaining to acceptance of a Drainage Easement Agreement from Royal Ranch Homeowners Association along Greenway near Bullard.

Motion:

I move to accept the Drainage Easement Agreement from Royal Ranch Homeowners Association.

Background:

The easement being dedicated is to allow the City a place to discharge water from the City's well site. The City needs a place to put water in conjunction with the maintenance and testing of the well site that is located adjacent to the well site that serves the Royal Ranch neighborhood.

Objective Analysis:

The easement will allow the City to maintain and test the well located within the Royal Ranch development.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Drainage Easement - Signed by Royal Ranch
 2. Drainage Easement Royal Ranch- Powerpoint
-

WHEN RECORDED RETURN TO:

Royal Ranch Homeowners Association
c/o Preferred Communities
1134 E. University Drive, Suite 114
Mesa, Arizona 85203

DRAINAGE EASEMENT AGREEMENT

This DRAINAGE EASEMENT AGREEMENT (this “**Agreement**”), dated as of the _____ day of _____, 2022 (the “**Effective Date**”), is entered into between Royal Ranch Homeowners Association, an Arizona nonprofit corporation (“**Grantor**”), and the City of Surprise, a municipal corporation of the State of Arizona (“**Grantee**”).

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Maricopa County, Arizona, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (“**Grantor’s Property**”).

WHEREAS, Grantee is the owner of certain real property located in Maricopa County, Arizona, which is more particularly described in Exhibit B attached hereto and incorporated herein by this reference (“**Grantee’s Property**”).

WHEREAS, Grantee desires an easement across Grantor’s Property for purposes of discharging water from Grantee’s Property onto Grantor’s Property in conjunction with Grantee’s maintenance and/or testing of the well located on Grantee’s Property.

WHEREAS, Grantor is willing to grant an easement to Grantee for purposes of discharging water from Grantee’s Property onto Grantor’s Property in conjunction with Grantee’s maintenance and/or testing of the well located on Grantee’s Property, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys to Grantee and its successors and assigns, a non-exclusive easement and servitude in, on, over, across, and through the entirety of Grantor’s Property as depicted on Exhibit A hereto, together with all rights of access, ingress, and egress for the purposes stated hereafter (the “**Easement**”).

2. Use. This Easement is for the sole purpose of discharging water from Grantee's Property onto Grantor's Property in conjunction with Grantee's maintenance and/or testing of the well located on Grantee's Property, and may not be used by Grantee for any other purpose unless consented to by Grantor in writing. Grantee hereby agrees that its use of the Easement shall be intermittent and for no longer than required for necessary maintenance and/or testing of the well located on Grantee's Property. In connection with Grantee's use of the Easement, Grantee shall notify Grantor at least forty-eight (48) hours in advance of when Grantee anticipates discharging water onto Grantor's Property. This notice provision is intended to enable Grantor to adjust its landscape and/or maintenance schedules as necessary, as well as take any other necessary actions to accommodate Grantee's water discharge.

3. Excessive Use. Grantor, in its sole discretion, shall determine whether any such use of the Easement by Grantee is in excess of the use contemplated by this Agreement. In the event Grantor makes any such determination, Grantor shall provide Grantee written notice of said determination with a demand that Grantee reduce its use of the Easement to comply with this Agreement, or provide a written explanation as to why Grantee's use of the Easement has increased. Upon receipt by Grantor of any such written explanation and a written request to increase use of the Easement from Grantee, Grantor shall review and consider such explanation and request, and may approve Grantee's request if, in its sole discretion, Grantor determines the increased use is reasonable. Grantor may not unreasonably deny a request by Grantee to increase use of the Easement for the purposes stated herein.

4. Trash and Debris. Grantee shall prevent any trash or debris, whether organic or man-made and including landscaping debris, from being carried or transferred from Grantee's Property to Grantor's Property in conjunction with Grantee's use of the Easement for the purposes stated herein. In the event trash or debris is carried or transferred from Grantee's Property to Grantor's Property, Grantee shall, within forty-eight (48) hours' notice by Grantor, dispatch a maintenance and/or landscaping team to Grantor's Property to clean up and remove the trash or debris. In the event Grantee fails to take the action required by this section, Grantor may cause the clean up and removal of the trash or debris at a reasonable cost, and Grantee shall thereafter reimburse Grantor its costs incurred within thirty (30) days receipt of an invoice from Grantor demanding payment of the same.

5. Standing Water and Pest Control. Any water discharged onto Grantor's Property by Grantee shall not be permitted to stand for more than seventy-two (72) hours, and no water discharged onto Grantor's Property by Grantee shall be permitted to harbor or breed mosquitos. Any water discharged and standing for more than seventy-two (72) hours shall be deemed excessive use under Section 3 herein above. In the event water stands for more than seventy-two (72) hours or water is found to harbor or breed mosquitos, Grantee shall, within forty-eight (48) hours' notice by Grantor, dispatch a maintenance, pest control, and/or other appropriate team to Grantor's Property to take appropriate action to either cause quicker absorption or evaporation of the water, or to control or eliminate the mosquitos, or both. In the event Grantee fails to take the action required by this section, Grantor may take appropriate action, at a reasonable cost, and Grantee shall thereafter reimburse Grantor its costs incurred within thirty (30) days receipt of an invoice from Grantor demanding payment of the same. Notwithstanding the foregoing, the duty to remedy the standing water covered by this paragraph shall shift to Grantor if the cause,

directly or indirectly, is the result of Grantor's failure to maintain the Property in accordance with paragraph 6 below. Grantee shall have no liability arising out of this paragraph. In addition, Grantor shall provide and install warning signage about the drainage.

6. Maintenance and Repair. In the event any portion of Grantor's Property, including any landscaping or hardscaping located thereon, is disturbed or damaged by Grantee's use of the Easement for the purposes stated herein, Grantee shall promptly restore such area and/or any affected landscaping or hardscaping to the condition in which it existed prior to the occurrence of said disturbance or damage. Grantor shall maintain Grantor's Property in such a manner so as not to impede the flow of water from Grantee's Property or frustrate the use of the Easement and the purpose of this Agreement. Grantor shall not cause any structure or other improvements to be installed or constructed on Grantor's Property that impede the flow of water from Grantee's Property or frustrate the use of the Easement and the purpose of this Agreement. Nothing in this Agreement shall be construed as preventing Grantor from managing, maintaining, repairing, and replacing Grantor's Property and any improvements, including landscaping and hardscaping located thereon, as may be required from time-to-time pursuant to any covenants, conditions, and restrictions recorded against Grantor's Property.

7. Reservation of Rights. All rights, title, and interest in and to Grantor's Property under this Agreement are reserved to Grantor.

8. Grantor's Use of Property. Grantor reserves the right to use Grantor's Property in any manner and for any purpose that does not interfere with Grantee's rights under this Agreement and Grantee's use of the Easement. Grantor shall have the right to grant additional easement rights in Grantor's Property to Grantee and/or any other third party provided said grant does not interfere with Grantee's rights under this Agreement and Grantee's use of the Easement.

9. Transferability. The parties to this Agreement hereby acknowledge and agree that the Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, successors, and assigns. Notwithstanding the foregoing, Grantee acknowledges that the rights granted to and duties assumed by Grantee under this Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor, which consent may not to be unreasonably withheld. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void ab initio.

10. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting party may only seek the remedies of specific performance, injunctive relief, or declaratory judgment. Under no circumstances shall either party be liable for any monetary damages, except as expressly permitted under this Agreement. Before any claim, dispute, or other matter between the parties is submitted to litigation or arbitration, the parties will attempt in good faith to resolve any dispute, claim, or matter arising out of or in relation to this Agreement through negotiations between representatives of each party with the authority to settle the relevant dispute.

11. Insurance. Grantee shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a comprehensive general liability insurance policy, including

contractual and personal injury liability coverage, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on Grantor's Property with a combined single limit of not less than \$1,000,000 directly caused by Grantee's use of the Easement. Grantor and its directors, officers, agents, and managers shall be named as additional insureds on such insurance policies. Upon the request of Grantor, Grantee shall furnish to Grantor a certificate of insurance evidencing the foregoing coverages. Grantee shall also provide that such insurance policy may not be cancelled on less than thirty (30) days prior written notice to Grantor.

12. Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of the Easement for a period of twelve (12) consecutive months, this Agreement and all easement rights granted hereunder shall terminate and revert back to Grantor. For the purposes of this section, "abandon" shall mean non-use of the Easement by Grantee. Grantor shall provide written notice to Grantee at least thirty (30) calendar days prior to any such termination under this Section. If Grantee resumes use of the Easement within the thirty (30) day period, such use will not be deemed abandoned.

13. Grantor Not Liable. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within Grantor's Property, whether or not it is insured, unless such loss is caused in whole or in part by the negligent or willful acts or omissions of Grantor. In no event shall Grantor be liable for any personal injury or damages, including death, to Grantee and its employees, agents, contractors, or others within its control or acting under its direction, sustained within Grantor's Property, unless such loss is caused in whole or in part by the negligent, willful, or reckless acts or omissions of Grantor or its directors, officers, agents, or managers.

14. Indemnification. Grantee shall indemnify, defend, and hold Grantor and its directors, officers, members, agents, and managers harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor directly caused by Grantee's access to or use of Grantor's Property and the Easement granted herein, unless caused by the solely negligent, willful, or reckless acts or omissions of Grantor or its directors, officers, agents, or managers.

15. Attorneys' Fees. Except as otherwise specifically provided in this Agreement, if there is any litigation, mediation, arbitration, or other dispute resolution proceedings arising out of or related to this Agreement, each party shall pay its own attorney(s)' and other professional(s)' fees, costs, and expenses.

16. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) on a business day,

whereby delivery is deemed to have occurred on the business day on which electronic transmission is completed.

To Grantor: Royal Ranch Homeowners Association
c/o Korin Parry, Community Manager
Preferred Communities
1134 E. University Drive, Suite 114
Mesa, Arizona 85203
(480) 649-2017
korin@gothoa.com

With a copy to: Mark Sahl, Esq.
Allison Preston, Esq.
Carpenter, Hazlewood, Delgado & Bolen, LLP
1400 E. Southern Avenue, Suite 400
Tempe, Arizona 85282
(480) 427-2800
mark.sahl@carpenterhazlewood.com
allison.preston@carpenterhazlewood.com

To Grantee: City of Surprise
c/o Lee Lambert, Water Resource Management Director
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Facsimile: (623) 222-7001
lee.lambert@surpriseaz.gov

With a copy to: City Attorney's Office
c/o City Attorney
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Facsimile: (623) 222-1101
robert.wingo@surpriseaz.gov

Any party may change its address for purposes of this section by giving written notice as provided in this section. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this section.

17. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

18. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona. Each party hereto agrees that all actions or proceedings

arising in connection with this Agreement and the transactions contemplated hereby shall be tried and litigated in state courts located in the State of Arizona.

19. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

21. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

22. Conflicts of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Grantee may cancel this Agreement without penalty or further obligations by Grantee or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Grantee or any of its departments or agencies is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement subject.

23. Independent Contractor. Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other.

24. Public Records. Grantor acknowledges that Grantee is subject to laws requiring open public records and that all documents provided to Grantee may be subject to disclosure as required by such laws, including, without limitation, Arizona public record laws under Ariz. Rev. Stat., Title 39, and the Freedom of Information Act (FOIA).

(Signature pages follow.)

GRANTEE:
CITY OF SURPRISE
an Arizona municipal corporation

By: _____

Name: _____

Its: _____

STATE OF ARIZONA)

) ss.

County of Maricopa)

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me this _____ day of _____ 2022
by _____, _____ of the City of Surprise, for and
on behalf of the municipality.

My Commission Expires:

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Tract 6C of the Final Plat Royal Ranch Unit 2 Parcel 6, recorded as Book 640, Page 18, official records of the Maricopa County Recorder, State of Arizona. Also known as Assessor Parcel Number 509-03-987.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

Tract 6G of the Final Plat Royal Ranch Unit 2 Parcel 6, recorded as Book 640, Page 18, official records of the Maricopa County Recorder, State of Arizona. Also known as Assessor Parcel Number 509-03-991.



Drainage Easement Agreement from Royal Ranch Homeowners Association

City Council – October 18, 2022

VICINITY MAP



LOCATION MAP





QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 2022 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 6
Staff Recommendations:

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

Agenda Wording:

Consideration and action vacating the City's interest in a Utility, Sewer Line, and Water Line Easement within Section 16, Township 3 North, Range 1 West, generally located south of Waddell Road and West of Litchfield Road; Resolution #2022-88.

Motion:

I move to approve Resolution #2022-88.

Background:

The owner/developer of Lot 10 of Marley Park Square has requested the utility, sewer, and water line easement that is in the middle of Lot 10 be vacated so the lot can be developed. The developer has demonstrated that no utilities occupy the current alignment. The City has determined that the utilities for this project and the surrounding projects have been rerouted to another easement.

Objective Analysis:

Approval of this item will allow the City to assist to complete development in this commercial site.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. Res 2022-88 abandonment utility easement Marley Park Lot 10
 2. Lot 10 Utility Easement Abandonment
 3. Resolution #2022-88- Powerpoint
-

RESOLUTION #2022-88

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA, VACATING ITS INTEREST IN A
UTILITY, SEWER LINE, AND WATER LINE EASEMENT WITHIN
SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST,
GENERALLY LOCATED SOUTH OF WADDELL ROAD AND
WEST OF LITCHFIELD ROAD.**

WHEREAS, pursuant to ARS § 9-402(E), the governing body of a city may convey to the appropriate property owner without receiving payment, an easement that the city no longer needs;

WHEREAS, the City of Surprise was dedicated a utility, sewer line, and water line easement within Lot 10 of Marley Park Square pursuant to the Final Plat for “Marley Park Square Amended” Book 1067 of Maps, Page 35 and Re-Plat of Marley Park Square Amended Book 1283 of Maps, Page 24 records of Maricopa County, Arizona;

WHEREAS, the owner/developer of Lot 10 of Marley Park Square has demonstrated that no utilities, sewer lines, or water lines currently occupy the easement, and the City has determined that the utility, sewer line, and water line easement is no longer needed or of benefit to the City; and

WHEREAS, Marley Park West LLC, the owner/developer of Lot 10 of Marley Park Square, has proposed, and the City has agreed, that the subject utility, sewer line, and water line easement may be vacated pursuant to ARS § 9-402(E).

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

Section 1. The City of Surprise hereby declares that the portions of the utility, sewer line, and water line easement, as legally described in Exhibit A (the “Property”), and depicted in Exhibit B, is no longer needed by the City for any utilities, sewer lines, or water lines.

Section 2. The City of Surprise acknowledges that Marley Park West LLC is the owner of the Property, and that pursuant to ARS § 9-402(E), the easement will be removed and the property will be unencumbered, upon the vacation of the City’s interest in the Property.

Section 4. Marley Park West LLC shall assume the maintenance and liability of the Property upon the vacation of the City's interest in the Property.

Section 5. The City of Surprise hereby declares that it is vacating, without any additional compensation, any and all right, title, and interest it has in the Property to Marley Park West, LLC.

APPROVED AND ADOPTED this _____ day of _____ 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

May 25, 2022
3 Engineering Job No. 5157

Utility Easement Abandonment Legal Description

That certain 20' Utility easement lying across Lot 10 and Tract H as shown on **RE-PLAT OF MARLEY PARK SQUARE AMENDED**, recorded in Book 1283 of Maps, Page 24, records of Maricopa County, Arizona, located in the Northeast quarter of Section 16, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

COMMENCING at the Northeast corner of said Lot 10;

Thence South 00 degrees 01 minutes 34 seconds East along the East line of said Lot 10, 111.44 feet to the **TRUE POINT OF BEGINNING**;

Thence North 89 degrees 57 minutes 14 seconds East, 40.12 feet to the East line of said Tract H;

Thence South 00 degrees 02 minutes 00 seconds East along said East line, 20.00 feet;

Thence South 89 degrees 57 minutes 14 seconds West, 196.07 feet to the West line of said Lot 10;

Thence North 00 degrees 00 minutes 00 seconds East along said West line, 20.00 feet;

Thence North 89 degrees 57 minutes 14 seconds East, 155.94 feet to the **POINT OF BEGINNING**.

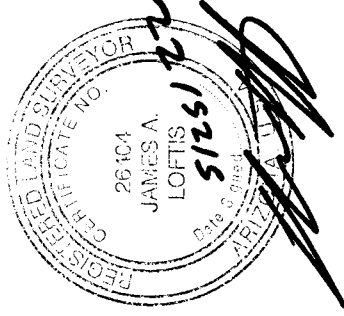
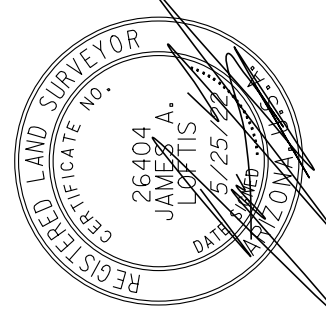
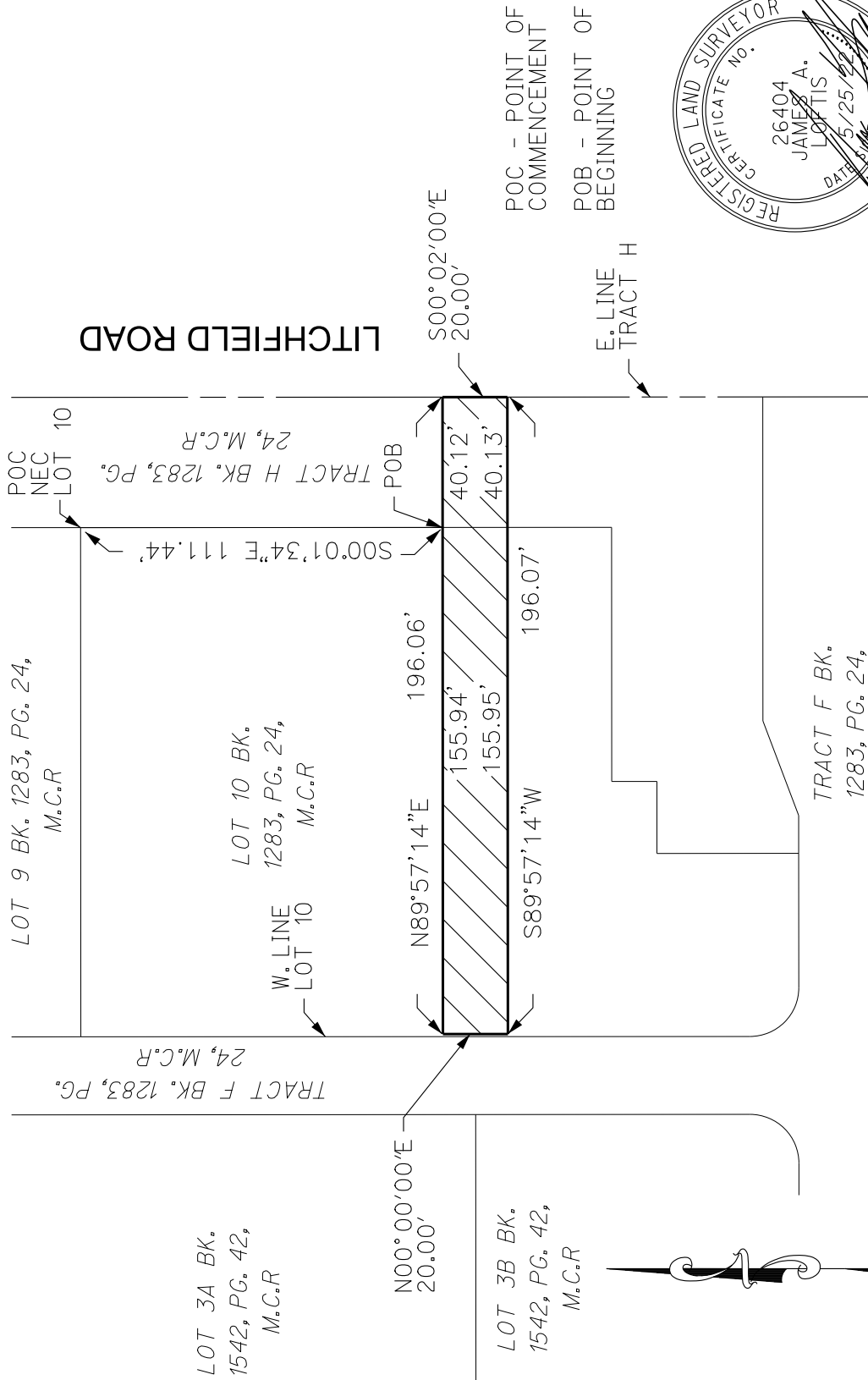


EXHIBIT "B"

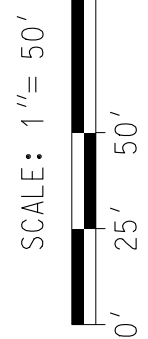
UTILITY EASEMENT ABANDONMENT



PROJECT NO.: 5157
DATE: 5/25/22

300engineering
civil engineering
planning

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





Lot 10 of Marley Park Square Utility Easement Abandonment Resolution #2022-88

City Council – October 18, 2022

VICINITY MAP



LOT 10 UTILITY EASEMENT ABANDONMENT



May 25, 2022
3 Engineering Job No. 5157

Utility Easement Abandonment Legal Description

That certain 20' Utility easement lying across Lot 10 and Tract H as shown on **RE-PLAT OF MARLEY PARK SQUARE AMENDED**, recorded in Book 1283 of Maps, Page 24, records of Maricopa County, Arizona, located in the Northeast quarter of Section 16, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 10:

Thence South 00 degrees 01 minutes 34 seconds East along the East line of said Lot 10, 111.44 feet to the **TRUE POINT OF BEGINNING**;

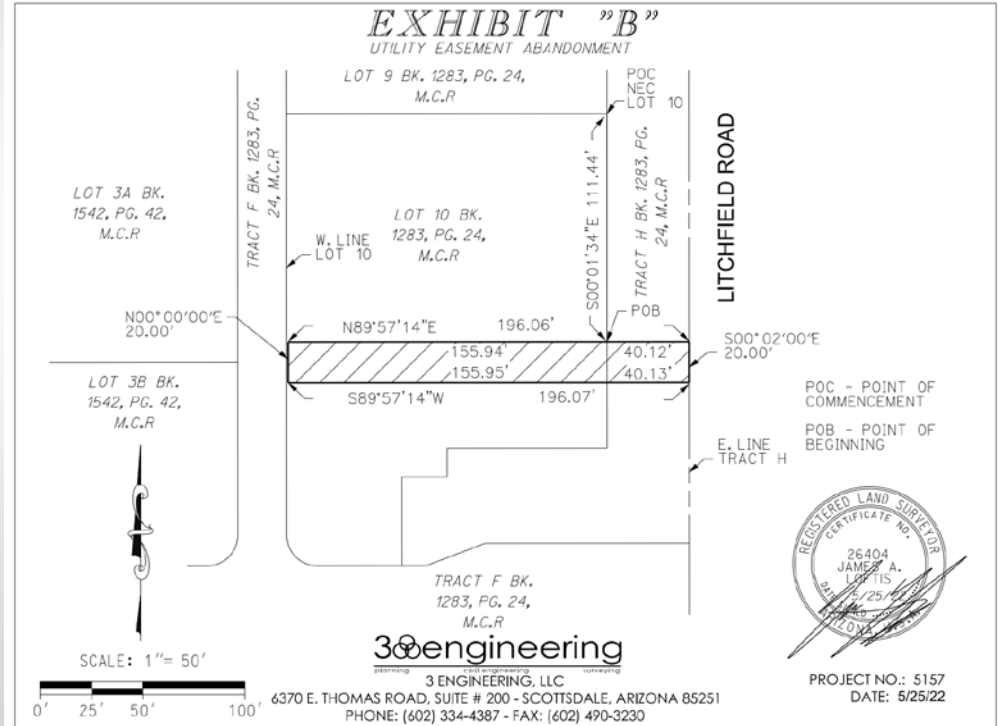
Thence North 89 degrees 57 minutes 14 seconds East, 40.12 feet to the East line of said Tract H;

Thence South 00 degrees 02 minutes 00 seconds East along said East line, 20.00 feet;

Thence South 89 degrees 57 minutes 14 seconds West, 196.07 feet to the West line of said Lot 10;

Thence North 00 degrees 00 minutes 00 seconds East along said West line, 20.00 feet;

Thence North 89 degrees 57 minutes 14 seconds East, 155.94 feet to the **POINT OF BEGINNING**.





QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 2022

Contact Person: Eric Fitzer, Strategic Planning & Growth Manager

Submitting Department: Public Works

District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the Maricopa County Department of Transportation (MCDOT) for the construction, operation, and maintenance of traffic signals on Sun Valley Parkway at 227th Avenue and 219th Avenue ; Resolution #2022-102.

Motion:

I move to approve Resolution #2022-102

Background:

The intersection of Sun Valley Parkway at 227th Avenue currently does not exist and the intersection of Sun Valley Parkway and 219th Avenue exists as an unsignalized three-leg T-intersections with stop control. The City of Surprise and MCDOT each have jurisdictional area within the intersections (the County's jurisdiction generally includes the south half of the Sun Valley Parkway Right-of-Way (ROW). Surprise's jurisdiction generally includes: the north half of the Sun Valley Parkway ROW at both intersections; the entirety of the future ROW for 227th Ave north of Sun Valley Parkway; and the entirety of the future 219th Ave ROW north of Sun Valley Parkway.

The city entered into and In-Lieu Agreement with Mesquite Mountain Ranch Investments, LLC ("Developer"), recorded at M.C.R. #2022-0042303, developer provided partial funding to the city for the installation of traffic signals on Sun Valley Parkway at 227th Avenue and 219th Avenue ("Project"). The overall in-lieu agreement sets forth median and landscaping improvements along 219th Avenue as well as the signal contributions which are as follows:

- 10% of Traffic signal at 227th Avenue and Sun Valley Parkway (\$40,000 based on approved engineer's estimate)
- 23% of Traffic signal at 219th Avenue and Sun Valley Parkway (\$92,000 based on approved engineer's estimate)

The City, per the In Lieu agreement, is to be paid by Owner or its successor on or before the date on which the City issues the first permits for the construction of the grading, utility and/or other horizontal

improvements to the Property. The City has obtained these funds as of the drafting of this report.

The purpose of this Agreement is to identify and define the responsibilities of the County and the City of Surprise for the signal project. Below are the obligations, per the IGA, of each of the parties:

City

Design, Permitting, Construction, Construction Management, costs (in lieu by Owner/Successor) balance of cost by the City. Signals shall be constructed in accordance with the following: 219th Ave following the completion of 300 homes in Mesquite Mountain Ranch; and 227th Ave following completion of 650 homes.

County

Provide timely (within 15 days of receipt) reviews and comments on design drawings; issue no-cost permits to the City; participate in substantial completion and final inspections; and assume full responsibility for the maintenance and operations of both signals.

Objective Analysis:

This IGA will allow the County to maintain control of the signal corridor along Sun Valley Parkway. This agreement allows the County to best manage the traffic signal timing and operations while still providing a signalized intersection for future City of Surprise residents in the area.

Policy Compliant:

Pursuant to Arizona Revised Statute §11-951, et seq., the City of Surprise has the authority to enter into an intergovernmental agreement (IGA) with other governmental entities for the purposes set forth in this agreement. This item is policy compliant.

Financial Impact:

Design and construction of the two signals are paid for with both developer contributions and City funds which have already been budgeted. Any ongoing maintenance will be provided by the County and not have any financial impact to the City.

Budget Impact:

There is no budget impact, the design and construction of these two signals will be paid for with a mix of developer contributions and City funds. These signals are currently budgeted in the City's ongoing Traffic Signals project.

FTE Impact:

This action does not change the full-time equivalent count.

ATTACHMENTS:

1. 01 Resolution 2022-102 Surprise_MCDOT 227th and 219th Ave Signals 101822
 2. 02 Exhibit A IGA Surprise_MCDOT 227th and 219th Ave Signals 101822
-

RESOLUTION # 2022-102

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE INSTALLATION OF TRAFFIC SIGNALS ON SUN VALLEY PARKWAY AT 227TH AVENUE AND 219TH AVENUE.

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

WHEREAS, the intersection of Sun Valley Parkway and 227th Avenue currently does not exist, and the intersection of Sun Valley Parkway and 219th Avenue exists, but is not signalized;

WHEREAS, Sun Valley Parkway is operated by Maricopa County, Arizona, while 227th Avenue and 219th Avenue are operated by the City;

WHEREAS, pursuant to an In-Lieu Agreement between the City and Mesquite Mountain Ranch Investments, LLC (“Developer”), recorded at M.C.R. #2022-0042303, Developer provided partial funding to the City for the installation of traffic signals on Sun Valley Parkway at 227th Avenue and 219th Avenue (“Project”); and

WHEREAS, the City of Surprise and Maricopa County (“Parties”) desire to enter into the IGA attached hereto as Exhibit A, in order to identify and define the respective responsibilities of each Party for the design, installation, operation, and ongoing maintenance of the traffic signals on Sun Valley Parkway at the intersections of 227th Avenue and 219th Avenue;

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

Section 1. The IGA between the City of Surprise and Maricopa County, attached as Exhibit A, is approved.

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY

**INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY
AND THE CITY OF SURPRISE FOR THE INSTALLATION OF
TRAFFIC SIGNALS ON SUN VALLEY PARKWAY AT 227TH AND 219TH AVENUES
(C-64-23-____-X-00)**

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Surprise, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) § 11-251 and §§ 28-6701 *et. seq.*, to lay out, maintain, control and manage public roads within the County.
2. The City is authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et. seq.*, to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.
3. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

4. The intersection of Sun Valley Parkway at 227th Avenue currently does not exist and the intersection of Sun Valley Parkway and 219th Avenue exists as an unsignalized three-leg T-intersections with stop control.
5. Sun Valley Parkway is operated by the County. 227th Avenue and 219th Avenue are operated by the City.
6. Under an in-lieu agreement with the City, Mesquite Mountain Ranch Investments, LLC (Developer) provided funding to the City for the installation of traffic signals on Sun Valley Parkway at 227th Avenue and 219th Avenue (**Project**).
7. The Developer will install signage at the intersection of 227th Avenue to create an unsignalized three-leg T-intersections with stop control upon the start of construction.
8. The construction of the traffic signal at 219th Ave shall be built following the completion of 300 homes.
9. The construction of the traffic signal at 227th Ave shall be built following the completion of 650 total homes.

10. The County has also identified a need for fire preemption equipment to be installed as part of the Project.
11. The County will not financially participate in Project enhancements, including but not limited to landscaping, irrigation, street lighting, visual mitigation, decorative pavers, street furniture and any other items inconsistent with the County's Roadway Design Manual, unless otherwise specifically identified in this Agreement.

PURPOSE OF THE AGREEMENT

12. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the Project, including but not limited to operation and maintenance of the traffic signals.

TERMS OF THE AGREEMENT

13. Responsibilities of the County:

- 13.1 The County shall provide comments to the City within fifteen (15) working days of receipt of the design plans from the City.
- 13.2 The County shall issue no-cost permits to the City for any necessary Project related work performed within the County.
- 13.3 The County shall participate with the City in the substantial completion, final inspection, and acceptance of the Project.
- 13.4 The County shall assume full responsibility for the operation and maintenance of the traffic signals as part of the Project.

14. Responsibilities of the City:

- 14.1 The City shall act as the lead agency for all aspects of the Project, including but not limited to design, environmental clearance, right-of-way acquisition, and construction.
- 14.2 The City shall design and construct the Project to County standards.
- 14.3 The City shall provide the County with copies of design plans for review and comment.
- 14.4 The City shall apply to the County for no-cost permits for any necessary Project related work performed within County jurisdiction.
- 14.5 The City shall ensure the fire preemption equipment is compatible with the County traffic signals and controllers.

- 14.6 The City shall provide, at its expense, all parts for the installation of the traffic signals and initial startup cost for electrical power costs associated with the operation of the signalized intersections.

GENERAL TERMS AND CONDITIONS

15. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
16. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all stipulations previously indicated have been satisfied.
17. This Agreement may be amended only upon written Agreement by all Parties.
18. This Agreement is subject to the provisions of A.R.S. § 38-511.
19. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
- 19.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A) and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
- 19.2 Any breach of the warranty shall be deemed a material breach of this agreement of which breaching party may be liable for penalties including termination of the agreement.
- 19.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
- 19.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

20. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of \$1,000,000, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
21. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:
 - 21.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 21.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 21.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China
22. If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.
23. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.
24. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

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

Either Party may by written notice to the other specify a different address for notice. All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight delivery service that guarantees next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery.

25. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.
26. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.
27. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto.
28. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
29. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
30. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electric signatures are acceptable as original signatures.
31. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
32. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
33. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF SURPRISE

Recommended by:

Bob Wingenroth
City Manager

Approved and Accepted by:

Skip Hall _____ Date _____
Mayor

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney _____ Date _____

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 9/19/2022

Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
 9/19/2022

Deputy County Attorney Date



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 2022

Contact Person: Eric Fitzer, Strategic Planning & Growth Manager

Submitting Department: Public Works

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the First Amendment to the Wired Telecommunications License and Right-of-Way Use Agreement with Wyverd Connect, LLC; Resolution #2022-106.

Motion:

I move to approve Resolution #2022-106.

Background:

Wyverd Connect, LLC is a competitive local exchange carrier (CLEC) that intends on installing, operating, maintaining, and repairing fiber-to-the-premise networks and fiber-based services to homes, residences, and government agencies (such as municipal facilities, schools, and police and fire departments), including telephone services, internet/broadband services, and end-to-end fiber-based services, but does not intend on providing enterprise/wholesale customer segments (non-residential or non-government customers).

The City Council under Resolution 2021-106 approved the Wired Telecommunications License and Right of Way Use Agreement on August 18, 2021, by and between the City of Surprise and Wyverd Connect.

The City and Wyverd Connect wish to amend the License and Right of Way Use Agreement to delete section 4.15.1 and replace it with a revised section 4.15.1. This revision will simplify bonding requirements associated with the construction of Wyverd infrastructure within the City of Surprise ROW. These changes will allow for a “rolling bond” which will allow for a smoother transition between Wyverd projects and allow the city to consolidate bonding paperwork.

Objective Analysis:

This Amendment will allow the city to consolidate bonding paperwork and thus improve efficiencies when reviewing, approving, and closing out permits.

Policy Compliant:

This item is policy compliant.

Financial Impact:

There is no direct financial impact related to this item as this is an amendment to the Wired Telecommunications License and Right-of-Way Use Agreement. However, through this agreement, the City anticipates a potential financial impact through the collection of review and permitting fees, including an annual linear foot fee, violation fee, damage fees, and a transaction privilege tax where applicable.

Budget Impact:

There is no budget impact with regards to this item.

FTE Impact:

This action does not change the full-time equivalent count.

ATTACHMENTS:

1. 01 Resolution 2022-106 First Amendment to the Wired Telecommunications License and Right-of-Way Use Agreement 101822
 2. 02 Exhibit A First Amendment to the Wired Telecommunications License and Right-of-Way Use Agreement 101822
-

RESOLUTION # 2022-106

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF SURPRISE AND WYERD CONNECT, LLC.

WHEREAS, the City owns the public street and alley right-of-way and public utility easements within the boundaries of the City of Surprise;

WHEREAS, the Surprise City Council, under Resolution 2021-106, approved a Wired Telecommunications License and Right-of-Way Use Agreement ("License") between the City and Wyerd Connect, LLC ("Wyerd Connect") to install fiber optic cables and conduit infrastructure for expansion of Wyerd Connect's network into Surprise;

WHEREAS, pursuant to Section 1.4 of the License, the parties may amend the License upon written approval of all parties thereto; and

WHEREAS, the City and Wyerd Connect now wish to amend the License by replacing Section 4.15.1 entirely with a revised Section 4.15.1.

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

Section 1. The First Amendment to the Wired Telecommunications License and Right-of-Way Use Agreement ("First Amendment") between the City of Surprise and Wyerd Connect, LLC, attached hereto as Exhibit "A," is hereby approved.

Section 2. The Mayor is hereby directed to execute the First Amendment on behalf of the City and other documents necessary to effectuate the intent of this Resolution.

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"

[First Amendment to Wired Telecommunications and Right-of-Way Use Agreement between the
City of Surprise and Wyyerd Connect, LLC]

**First Amendment
To
Wired Telecommunications License and Right-of-Way Use Agreement**

This First Amendment ("First Amendment") to the Wired Telecommunications License and Right-of-Way Use Agreement, dated August 18, 2021 and approved by the Surprise City Council through Resolution #2021-106 ("License"), by and between the City of Surprise, an Arizona municipal corporation ("City") and Wyverd Connect, LLC, a Delaware limited liability company ("Licensee"), is entered into this __ day of _____, 2022.

The City and Licensee hereby agree that Section 4.15.1 of the License is hereby deleted and replaced with the below language.

4.15.1. Prior to receiving any permit and/or during performance under any permit to construct, install, maintain or perform any work on public property that requires a permit from the City pursuant to applicable City codes and other requirements set forth by the City or federal, state, or local laws, rules, or regulations, Licensee shall cause to be filed and maintained until either completion of the construction or termination of this License, a faithful performance bond in favor of the City in an amount equal to the lesser of (i) \$10,000,000, or (ii) 125% of the estimated construction costs; notwithstanding the foregoing, if the construction costs for permitted work amounts to less than \$10,000,000 at any one time, Licensee shall maintain the performance bonds in the amount of 125% of the estimated construction costs. Such bond shall guarantee that Licensee shall observe, fulfill and perform the construction work under the Agreement and the applicable approved permits. In case of any breach of any condition of this Agreement concerning performance of work in accordance with the approved permits, any applicable amount of the sum of the bond, up to the whole thereof, may be forfeited to the City to compensate City for any damages it may incur to remedy such breach. Said bond shall be acknowledged by Licensee, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. City and Licensee agree that when the construction and performance costs under any and all approved permits drops below the \$10,000,000 threshold, then as each construction project (under an applicable permit) is completed to the reasonable satisfaction of the City, then the City will promptly release (or replenish, as applicable) the associated bond amount(s) in accordance with the procedures set forth below for the security fund.

To the extent that the provisions, terms, and conditions set forth in the License vary from those in this First Amendment, the provisions of this First Amendment shall take precedence. All other provisions, terms, and conditions of the License shall remain in full force and effect.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date the the last party signs.

**City of Surprise,
An Arizona municipal corporation**

**Licensee,
Wyverd Connect, LLC**

By: _____

Printed Name and Date: _____

Attest:

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

By: _____

Printed Name: Travis Nance

Title: General Manager

Date: 9/29/22



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 2022

Contact Person: Danielle Osborne, HSCV
Administrator

Submitting Department: Human Svcs and Comm
Vitality

District: Internal

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action to amend the Fiscal Year 2023 budget by moving budget authority of \$7,000 within the Municipal Art Fund from contingency to Project R51020 for the Stadium Art Project; Resolution #2022-103.

Motion:

I move to approve Resolution #2022-103.

Background:

The Surprise Arts and Cultural Advisory Commission has elected to seek conceptual proposals for public art to be fabricated, placed, and installed outside of the gates of the Surprise Stadium. This will be a two-phased process to select a final piece(s).

Seven semi-finalists have been invited to develop proposals to be reviewed by the Commission and recommended to the City Council for final action. Best practice constitutes payment of stipends to semi-finalists to compensate for out-of-pocket costs associated with site visits, materials, intellectual property rights, and other expenses necessary to develop and deliver quality proposals for consideration.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community.

Policy Compliant:

Per Surprise Municipal Code Chapter 2, Article X Sec. 38-367, Expenditures from the Municipal Art Fund shall require City Council approval, and shall be made in accordance with a Public Art Program policy and any rules adopted in accordance therewith. This item is compliant with City and Council policy.

Financial Impact:

This item will allow for one-time expenditures up to \$7,000 for the payment of stipends to semi-finalists with completed proposals for the Stadium Art project.

Budget Impact:

This item represents the moving of budget authority in the amount of \$7,000 from Contingency within the Municipal Arts Fund for the Stadium Art project R51020 to further the City's art program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Res 2022-103 - Stadium Art - Stipends
-

RESOLUTION # 2022-103

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY OF \$7,000 WITHIN THE MUNICIPAL ART FUND FROM CONTINGENCY TO PROJECT R51020 FOR THE STADIUM ART PROJECT.

WHEREAS, the mission of the Surprise Arts & Cultural Advisory Commission (the “Commission”) is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community;

WHEREAS, the Commission has elected to seek conceptual proposals for public art to be fabricated, placed, and installed outside of the gates of the Surprise Stadium;

WHEREAS, the Commission is conducting a two-phase process to select a final piece or pieces suitable to be placed at the gates of the Stadium;

WHEREAS, the Commission has invited seven semi-finalists to develop proposals to be reviewed by the Commission and recommended to the City Council for final action;

WHEREAS, best practice constitutes payment of stipends to semi-finalists to compensate for out-of-pocket costs associated with site visits, materials, intellectual property rights, and other expenses necessary to develop and deliver quality proposals for consideration;

WHEREAS, the Commission recommends stipends of One Thousand Dollars (\$1,000.00) to each of the seven semi-finalists upon delivery of their complete proposals, to ensure quality artists and proposals are attracted and retained for this project;

WHEREAS, the City Council adopted the FY2023 budget via Council Resolution #2022-56 on June 7, 2022, but did not include funding for the Stadium Art project; and

WHEREAS, this action will necessitate a budget amendment.

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.

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

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$7,000 from Contingency within the Municipal Arts Fund for the Stadium Art project R51020 to further the City's art program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	<u>Rev/</u> <u>Exp</u>	Current Budget	Increase/ (Decrease)	Amended Budget
Municipal Art Fund	General Operations	Contingency	E	545,900	(7,000)	538,900
Municipal Art Fund	Human Svcs and Comm Vitality	#R51020 Art_Stadium	E	-	7,000	7,000
Expense Total				545,900	-	545,900
Revenue Total				-	-	-



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 2022

Contact Person: Brenden Espie, ASSISTANT FIRE CHIEF

Submitting Department: Fire - Medical

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the fiscal year 2023 budget by moving budget authority in the amount of \$40,000 within the Grants Fund for the acceptance of a grant from the Arizona Department of Homeland Security grant program; Resolution #2022-104.

Motion:

I move to approve Resolution # 2022-104.

Background:

For several years, the Surprise Fire-Medical Department (SFMD) has been successful in obtaining grant funding from the Arizona Department of Homeland Security (AZDOHS) to sustain the department's CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) program, equipment and training needs. The CBRNE program supports the City's hazardous materials apparatus and personnel. For FY2023, the AZDOHS Urban Area Security Initiative (UASI) program awarded the SFMD \$40,000 to purchase equipment for the sustainment of the department's CBRNE program.

Objective Analysis:

Accepting the UASI grant funding from AZDOHS will help to ensure the department's Hazardous Materials Response team has current and up-to-date equipment.

Policy Compliant:

The grant terms are compliant with the Grants Policies and Procedures and the budget amendment is in compliance with the Comprehensive Financial Management Policy.

Financial Impact:

This action will authorize the acceptance of a one-time grant award totaling \$40,000 for the purchase of equipment to support current SFMD programs. There is no city-match requirement.

Budget Impact:

The FY2023 adopted budget did not include appropriations for revenue and expenses related to the

AZDOHS grant awarded to the Fire-Medical department. Acceptance of the grants will require a movement of budget authority of \$40,000 from within the Grants/Contingency Fund to project G34195 to cover expenses associated with the acceptance of the grant from the Arizona Department of Homeland Security. The awarded grants will support the Fire-Medical Department's Hazardous Materials Response team and program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. FFY22 AZDOHS UASI - CBRNE - Award Letter
 2. FFY22 AZDOHS UASI - CBRNE - Budget Detail
 3. FFY22 AZDOHS UASI - CBRNE - Subrecipient Agreement
 4. FFY22 AZDOHS Grant Resolution-Draft_Res2022-104
-



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Tim Roemer

September 20, 2022

Fire Chief Tom Abbott
Surprise Fire-Medical Department
14250 W Statler Plaza #101
Surprise, AZ 85374-7473

Subject: FFY 2022 Homeland Security Grant Program Award
Subrecipient Agreement Number: **220824-01**
Project Title: **City of Surprise Fire Medical CBRNE Sustainment**

Dear Fire Chief Tom Abbott,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**City of Surprise Fire Medical CBRNE Sustainment**" has been **partially funded** under the 2022 Urban Area Security Initiative Grant Program for **\$40,000**. The grant performance period is **October 1, 2022 to September 30, 2023**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2022 federal award date as indicated in the U.S. DHS award package is 9/01/2022 with a total amount of funding of \$26,482,500.00 . The Federal Award Identification Number is EMW-2022-SS-00010-S01.

To access your award documentation:

Log-in to the AZDOHS portal at <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS. Specific information regarding the mode of submission for the following requirements is located in the portal:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing section 51.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed**



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Tim Roemer

and received by AZDOHS on or before January 31, 2023, this award is rescinded and the funds will be reallocated.

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2022. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink that reads "Tim Roemer".

Tim Roemer
Director



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

State Homeland Security Program



Director Tim Roemer

Equipment - Budget Detail Worksheet

Surprise Fire-Medical Department

220824-01

AEL #	Item Description	Qty Requested	Total Requested	Qty Approved	Total Approved
07CD-01-DPGC	FTIR Spectrometer	1	\$85,000	1	\$40,000
TOTAL:			\$85,000		\$40,000

Displaying 1 - 1 of 1 Equipment Items



Governor Douglas A. Ducey

State of Arizona
Department of Homeland Security
State Homeland Security Program



Director Tim Roemer

SUBRECIPIENT AGREEMENT

22-AZDOHS-HSGP-220824-01

Between

The Arizona Department of Homeland Security

And

Surprise Fire-Medical Department (UEI: CNDLLN6WTTE3)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **October 1, 2022** and shall terminate on **September 30, 2023**. The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: "**City of Surprise Fire Medical CBRNE Sustainment**" and funded at **\$40,000** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2022-SS-00010-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$40,000** to Subrecipient under this Agreement.

Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as “final” and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted.** Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf and <https://azdohs.gov/environmental-and-historic-preservation->

[ehp](#). Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposes authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing \$5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45

calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.
11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at [Paragraph 12](#).
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.
14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or

supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. Audit/Monitoring

- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
- b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

- 17. Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.
- 18. National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.
- 19. Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).
21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:
- Financial Management
 - Procurement
 - Personnel
 - Property
 - Travel
- To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.
24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
- a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
 - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient

must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>;

- c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;
- d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
- e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
- f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
- g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. Intellectual Property Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. Activities Conducted Abroad Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. Federal Debt Status Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).

29. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. Compliance with Certain Federal Statutes, Regulations, and Requirements

- a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
- b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued
- c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.
- d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
- e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
- g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
- i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
- j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
- k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
- l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
- n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part

3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

- o. If Subrecipient collects Personally Identifiable Information (“PII”), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).
- p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office (“USDHS FAO”) may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient’s policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
- q. Subrecipient must comply with the National Environmental Policy Act (“NEPA”) 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
- r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
- s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
- t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).

- 31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.
- 32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement’s subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS’ written notice, unless the notice specifies a later time.
- 33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.
40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.
44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzbanko, Deputy Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

RESOLUTION # 2022-104

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY, ACCEPTING ONE GRANT IN THE AMOUNT OF \$40,000, AND AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY OF \$40,000 WITHIN THE GRANTS FUND FROM GRANTS CONTINGENCY TO A PROJECT WITHIN THE GRANTS FUND.

WHEREAS, the State of Arizona Department of Homeland Security has awarded the City of Surprise Fire-Medical Department, a FFY2022 Urban Area Security Initiative grant in the amount of \$40,000 for the sustainment of the department's Hazardous Materials response vehicle and its associated equipment;

WHEREAS, the City desires to accept the grant funding from the Arizona Department of Homeland Security in the above amount totaling \$40,000;

WHEREAS, the Fiscal Year 2023 Budget was adopted by Council Resolution #2022-56 on June 7, 2022;

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2022-104

Exhibit A

1. Appropriation - The exhibit below represents a movement of budget authority in the amount of \$40,000 from within the Grants/Contingency Fund to project G34195 to cover expenses associated with the acceptance of a grant from the Arizona Department of Homeland Security. The awarded grants will support the Fire-Medical Department's hazardous materials response program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34195 FFY22 AZDOHS CBRNE	R	-	40,000	40,000
Grants/ Contingency	General Operations	Other	R	3,319,500	(40,000)	3,279,500
Grants	Fire - Medical	#G34195 FFY22 AZDOHS CBRNE	E	-	40,000	40,000
Grants/ Contingency	General Operations	Contingency	E	3,312,700	(40,000)	3,272,700
Expense Total				3,312,700	-	3,312,700
Revenue Total				3,319,500	-	3,319,500



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 18, 2022 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 4
Staff Recommendations:

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

Consideration and action pertaining to adoption of a Major PAD Amendment by rezoning property located at the northeast corner of 134th Avenue and Bell Road from Regional Commercial (C-3) to Planned Area Development (PAD); Ordinance #2022-23.

Motion:

I move to approve Ordinance #2022-23.

Background:

Josh Hannon with EPS Group, Inc. on behalf of Brett Payne with Dysart Bell Property Investors LLC requests approval of a Major PAD Amendment to the Crossroads at Surprise Planned Area Development (PAD). This request is to allow light industrial uses, amend the prescribed interior and rear yard setbacks applicable to parking lots, and amend the parking requirements to reflect those already established by the city's Land Development Ordinance. FS22-1014

Objective Analysis:

The subject parcel is in harmony with the purposes and intent of the Land Development Ordinance, in addition to other applicable City of Surprise regulations. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The subject parcel is consistent with the intent of the Land Development Ordinance and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-1014 Crossroads at Surprise - Staff report
 2. 01 - FS22 -1014 Crossroads at Surprise PAD amendment - Vicinity Map
 3. 02 - FS22-1014 Crossroads at Surprise PAD Amendment - Zoning Map
 4. 03 - FS22 - 1014 Crossroads at Surprise - Zoning Document
 5. 04 - FS22 -1014 Crossroads at Surprise PAD Amendment - Conceptual Site Plan
 6. 05 - FS22-1014 Crossroads at Surprise PAD Amendment - Affidavit of Posting
 7. 06 - FS22-1014 - Crossroads at Surprise - Citizen Participation
 8. 07 - FS22-1014 - Crossroads at Surprise - Ordinance 2022-23
 9. FS22-1014 Crossroads at Surprise PAD amendment - Presentation
-



ZONING AMENDMENT

REPORT TO THE CITY COUNCIL

Case: FS22-1014

Project Name: Crossroads at Surprise PAD

Council District: 4 - Mulberry

City Council Date: October 18, 2022

Planner: Chris Sexton, Planner II

Owner: Brett Payne with Dysart Bell Property Investors LLC

Applicant: Josh Hannon with EPS Group Inc

Request: A PAD Amendment to the Crossroads at Surprise PAD (PADA07-132) to allow light industrial uses, amend the prescribed interior and rear yard setbacks applicable to parking lots and amend the parking requirements to reflect those already established by the city's Land Development Ordinance.

Site Location: Generally located at the northeast corner of 134th Avenue and Bell Road

Site Size: 7.25 acres

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2020

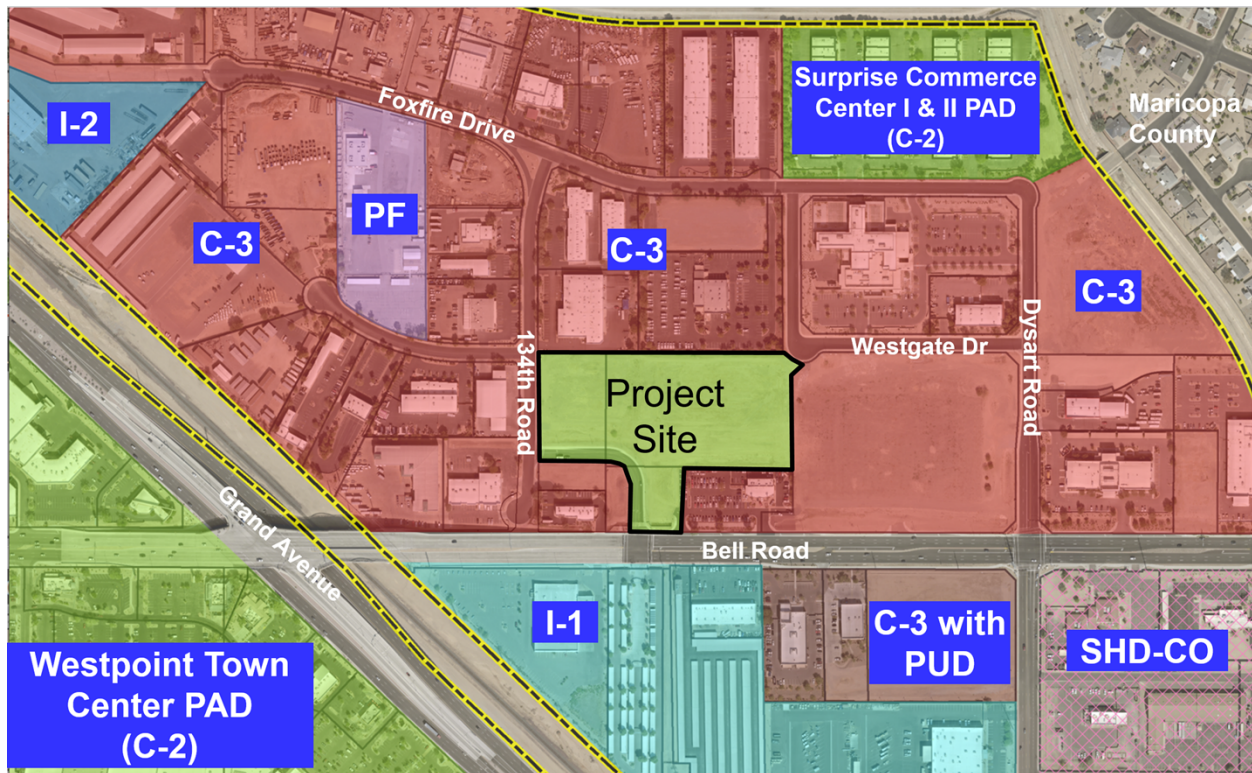
Support/Opposition: One (1) outreach meeting was scheduled and held with the appropriate noticing and site posting on September 8, 2022.

Commission Recommendation: The recommendation will be provided at the time of the City Council meeting.

Project Description:

Josh Hannon with EPS Group, Inc. on behalf of Brett Payne with Dysart Bell Property Investors LLC requests approval of a Major PAD Amendment to the Crossroads at Surprise Planned Area Development (PAD). This request encompasses an amendment to the PAD to allow light industrial uses, amends the prescribed interior and rear yard setbacks applicable to parking lots. Lastly, the amendment will amend the parking requirements to reflect those already established by the city's Land Development Ordinance for warehouse and office parking purposes.

Surrounding Land Zoning:



Regional Commercial (C-3)	Regional Commercial (C-3)	Surprise Commerce Center I & II PAD (C-2)
Regional Commercial (C-3)	Crossroads At Surprise PAD	Regional Commercial (C-3)
Westpoint Town Center PAD (C-2)	Light Industrial (I-1)	Regional Commercial (C-3) with PUD

Background:

May 23, 1996: The subject parcel was annexed into the City under Ordinance 96-08.

December 4, 2007: The Planning & Zoning Commission approved a Planned Area Development for Crossroads at Surprise, under Case PAD 07-182. However, the PAD was never formally approved by the City Council.

July 25, 2022: A formal submittal to amend the Crossroads at Surprise was submitted under case FS22-1014.

September 8, 2022: The applicant held a Neighborhood Meeting to discuss the project.

Citizen Outreach:

The Neighborhood Outreach Meeting was originally scheduled to be held on August 29th. The site was posted with two signs on August 12th however an error in the case number on the sign was discovered by the sign posting company and immediately corrected. City staff requested that another neighborhood meeting be held. The applicant attended the meeting on August 29th without staff present and one resident attended for information purposes and asked questions regarding the nature of the project and the size of the building. On September 8, 2022, the applicant held a Neighborhood Meeting at the Countryside Recreation Center. No members of the public attended.

Analysis and Discussion:

The applicant has submitted the PAD Amendment Document in support of a request for a Major PAD Amendment for the Crossroads at Surprise Planned Area Development. This request is for the following: 1) allow light industrial uses; 2) align the parking requirements for warehouse/distribution uses with the parking standards from the Land Development Ordinance; and, 3) modify parking lot interior setbacks and rear setbacks.

On December 4, 2007, the PAD was approved by the Planning and Zoning Commission (PADA 07-132) and was scheduled for a City Council hearing date on January 10, 2008, however the project was never heard by City Council. In 2007, city staff, at the time, made the interpretation that it was not necessary to obtain City Council approval for the PAD, because it was a land addition to the Surprise Commerce Center I & II (PAD05-164 approved on October 25, 2005, by Ordinance 05-51). Development has occurred within PAD05-164 subsequent to the addition of the property encompassed by PADA 07-132.

Recently, upon city staff's further research of the PADA, it has been determined that the PADA 07-132 should have obtained City Council's approval. Therefore, staff deemed it necessary to have the City Council formally ratify the Planning Commission's approval of the PADA before the commencement of any development on the subject site within PADA 07-132.

PADA 07-132 was approved by the Planning and Zoning Commission in 2007 when Title 17 was in effect. The subject Major Amendment to PADA 07-132 would also allow the following uses per the respective code sections from Title 17:

- All uses as defined per 17.28.090(A)(B)(C)(D), General Commercial Zone (C-3)
- All principally permitted uses per 17.24.020(A), General Commercial Zone (C-3)
- All administrative permitted uses per 17.24.020(B), General Commercial Zone (C-3)
- All conditionally Permitted uses per Section 17.24.020(C), General Commercial Zone (C-3)
- All principally permitted uses per 17.28.080(B), Community Commercial (C-2)

In addition to the permitted and conditionally permitted code sections listed above, the subject Major Amendment to PADA 07-132 provides a list of permitted uses that ranges from automobile repair, retailing, rental and leasing to manufacturing along with a list of prohibited uses.

The amendment proposes to update the parking requirements to from those originally prescribed under Title 17 to reflect and align with the parking standards for warehouse/distribution land uses approved under the city's Land Development Ordinance. Although this results in a lower number of required vehicular parking spaces, it is consistent with industry standards and the city's currently adopted parking requirements.

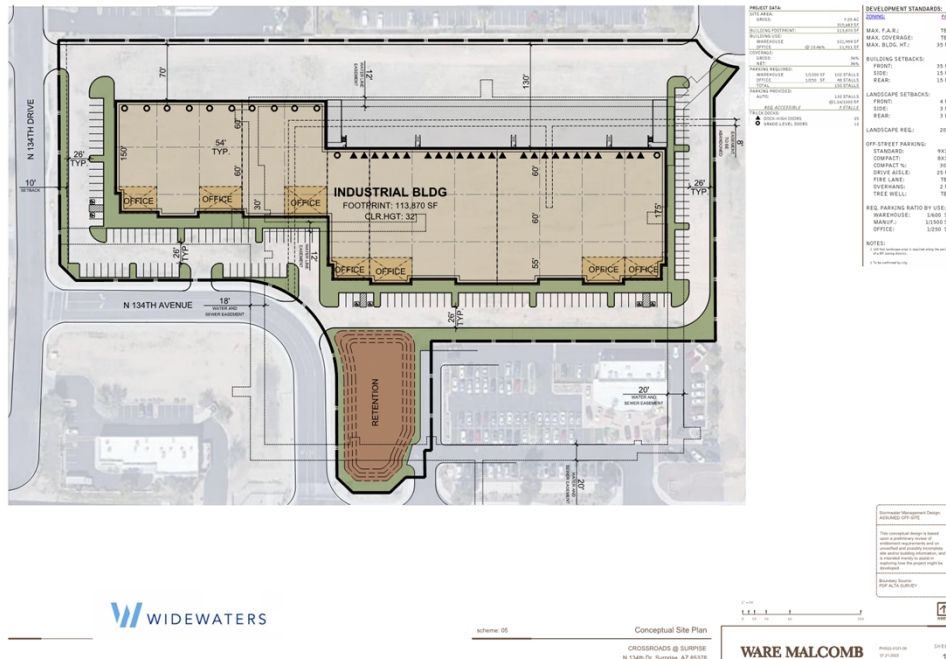
Title 17	
Warehouse 1/1,000 sf GFA	102 spaces
Office 1/250 sf GFA	48 spaces
Total	150 spaces
LDO	
Warehouse 1/1,000 sf GFA (for 1 st 10,000 sf) Plus 1/5,000 sf GFA (remaining sf)	31 stalls
Office 1/250 sf GFA	48 stalls
Total	79 stalls

The last request is to modify the setback requirement for interior and rear setbacks for parking lots from 3 feet to 0 feet for common drive aisles at future property lines pursuant to Title 17.

Setbacks	Feet (Ordinance)	Feet (Modified by this P.A.D.)
a. Building Setbacks		
i. Front	35	No change complies with ordinance
ii. Interior Side and Rear	15	No change complies with ordinance
iii. Corner Side	25	Not Applicable
iv. Residential Zone Boundary	45	Not Applicable
b. Parking Lots		
i. Front	4	No change complies with ordinance
ii. Interior Side and Rear	3	Reduced to 0 Feet - Provides for Common Drive Aisles at Future Property Lines
iii. Corner Side	4	Not Applicable
iv. Residential Zone Boundary	3	Not Applicable

Conceptual Site Plan

Below is the conceptual site plan. The proposal includes the construction of an 113,870 square foot office and warehouse/distribution building. Offices will be located in the front of the building, along Bell Road, and any truck yards will be screened and located in the rear of the lot so as not to have any visibility onto Bell Road.



Conformance with Adopted Plans:

The Surprise General Plan 2020 shows the subject property as lying within the Employment designation.

Reviewing Agencies:

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

Summary:

Staff believes the proposed PAD Amendment is consistent with the manner and intent of the Crossroads at Surprise PAD as originally approved by the Planning and Zoning Commission on December 4, 2007, and the Surprise Municipal Code, in which it occupies. If approved, by the Planning and Zoning Commission, and subsequently the City Council, the site will be allowed to be developed in accordance with the requirements of the City of Surprise and memorialize the approval of the Crossroads at Surprise PAD as originally intended in 2007.

Findings:

- The proposed PAD Amendment is consistent with the Surprise General Plan 2020
- The proposed PAD Amendment demonstrates compliance with the criteria set forth in the Crossroads at Surprise PAD
- The proposed PAD Amendment demonstrates compliance with the criteria set forth in the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

164 **Commission Recommendation:**

165

166 The recommendation will be provided at the time of the City Council meeting.

167

168 **Attachments:**

169

170 01 Vicinity Map

171 02 Zoning Map

172 03 Zoning Document

173 04 Conceptual Site Plan

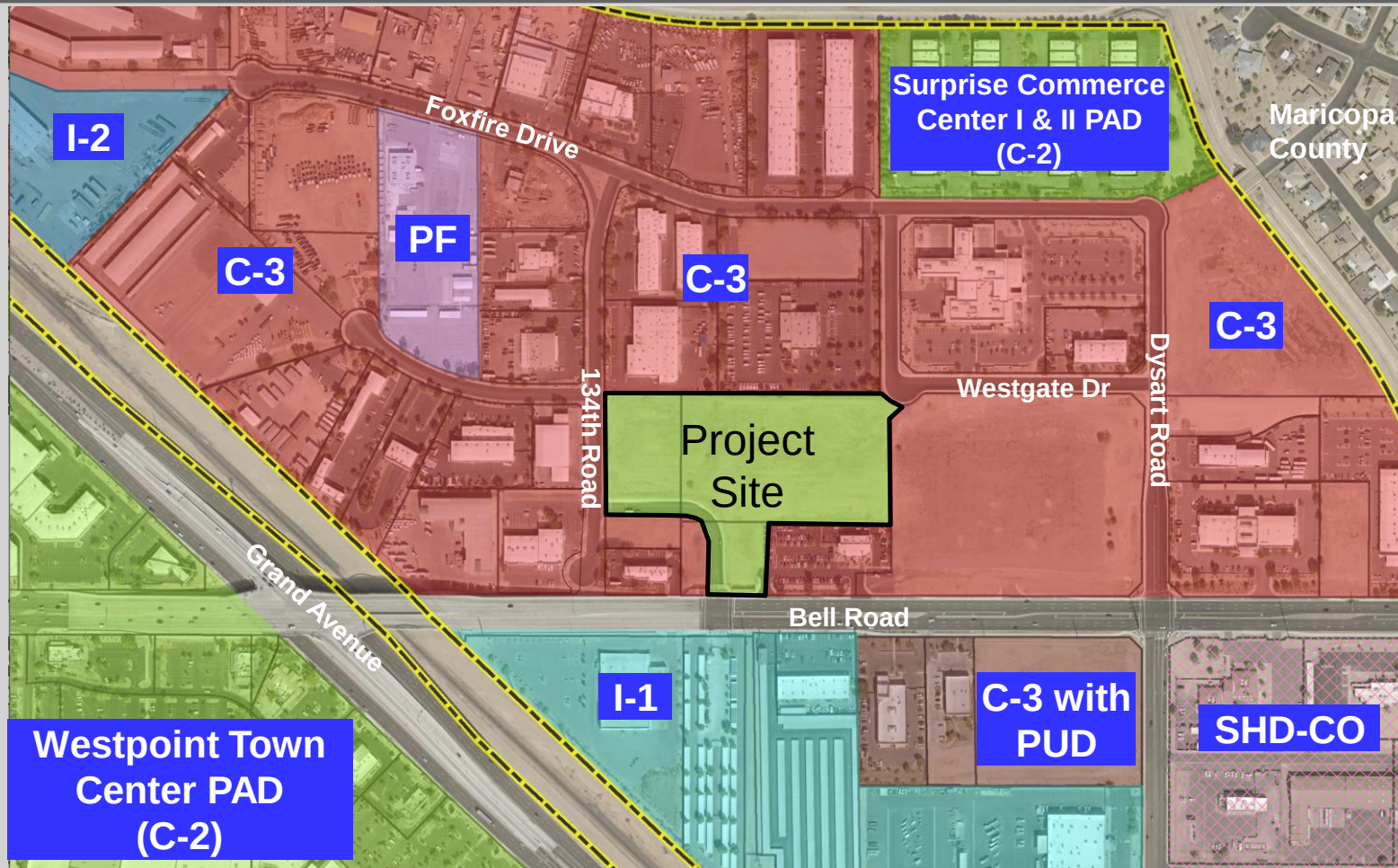
174 05 Affidavit of Site Posting

175 06 Citizen Participation Report

176 07 Ordinance 2022-23

177 PowerPoint Presentation





A Planned Area Development Overlay Amendment for:

Crossroads at Surprise
N.E.C. of Bell Road and 134th Drive
Surprise, Arizona

Case Numbers:
PRJ10-106

Lot 5 of the Bell & Dysart Commerce Park

Owner

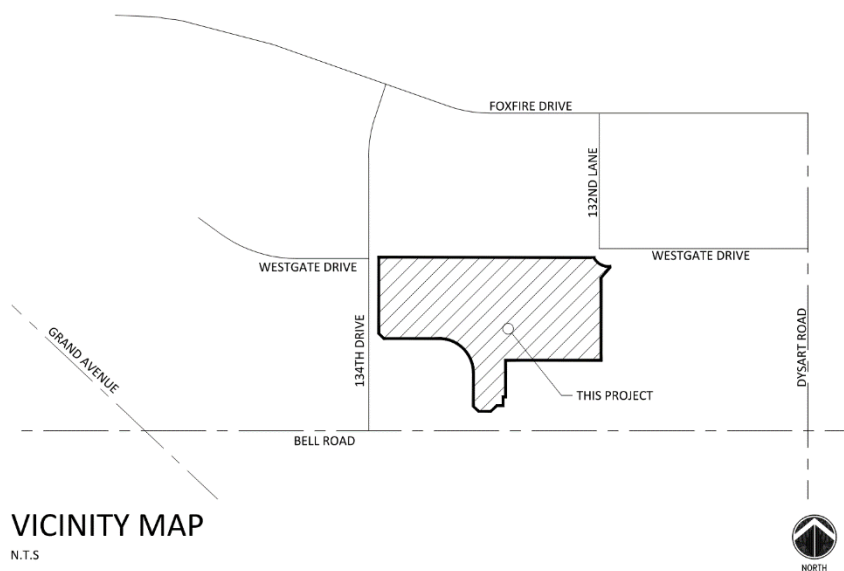
Dysart Bell Property Investors, LLC
 A. Brent Payne
 670 East Encinas Avenue
 Gilbert, Arizona 85234
 (480) 633-6800 Phone
 (602) 296-0114 Fax

Developer

The Widewaters Group, Inc.
 Edward Shagen
 5845 Widewaters Parkway, #100
 Syracuse, NY 13057
 (301) 3051299 Phone

Architect

Ware Malcomb
 Braden Blake
 2777 E Camelback Road, #325
 Phoenix, Arizona 85016
 (480) 767-1001 Phone
 (480) 907-2288 Fax



Prepared for the City of Surprise – Planning & Zoning Commission & City Council
July 22, 2022

TABLE OF CONTENTS**Page #**

A. Purpose of Request	3
1. Site Ownership/Control	
2. Site Data	
3. Legal Description	
4. Applicant's Interest	
5. Area Description	
6. Existing Site Conditions	
B. Development Goals	4
C. Generalized Location Map	4
1. Aerial Photograph Exhibit	
D. Land Use Plan	4 thru 5
1. Land Uses	
2. Acres and Development Densities	
3. Arterial and Collector Street Information	
4. Pedestrian and Bicycle Circulation	
5. Open Space	
E. Development Standards – C-3 Zoning w/ P.A.D. Overlay	5 thru 8
1. Permitted Uses	
2. Prohibited Uses	
3. Maximum building height	
4. Minimum yard requirements	
5. Outdoor storage of materials	
F. Design Criteria	8 thru 9
1. Architecture	
2. Parking Criteria	
3. Circulation	
4. Screening, Lighting and Landscaping	
5. Square Footage of Buildings	
G. Phasing	9
H. Project Team / Contact List	10

A. PURPOSE OF REQUEST

Crossroads at Surprise is a commercial/industrial development located at the northeast corner of 134th Avenue and Bell Road in Surprise, Arizona. This application by The Widewaters Group, Inc. on behalf of the Crossroads at Surprise development proposes a community commercial development and light industrial development under the Planned Area Development (P.A.D.) overlay process to support the existing C-3 Zoning Uses with additional uses as defined in this report.

This P.A.D. Overlay will provide for the uses consistent per the 'Employment' designation of the City of Surprise General Plan 2020 by offering land uses to generate a solid base of employment and services to the City of Surprise and its residents.

This development guide is intended to establish the development standards for the property and to provide the City of Surprise with the information necessary to review and approve the requested P.A.D. Overlay designation for this property.

1. Site Ownership / Control

This site is owned and under the control of Dysart Bell Property Investors, LLC, 670 East Encinas Avenue, Gilbert, Arizona 85234.

2. Site Data

This site consists of +/- 7.25 Acres (+/-315,683 S.F.) and is one continuous property.

3. Legal Description

This property is legally described as Lot 5 of the Bell Dysart Commerce Park as recorded with the Maricopa County Recorder.

4. Applicant's Interest

The Applicant's interest is to provide this project with just and equal uses as typified within the C-3 Zoning provisions and the inclusion of additional uses by this P.A.D. Overlay. The Applicant believes this P.A.D. Overlay will offer residents, companies and individuals in Surprise a strong and successful commercial development that benefits the City and residents through sustainable, logical commercial and industrial uses.

5. Existing Site Conditions

Historically, this site is in an undisturbed natural state, with no visible signs of structures on the property. There is currently a 8'-0" wide electrical easement that enters the site from Bell Road and heads north to a point and then runs east. It is noted on the Final Plat to be abandoned under separate instrument.

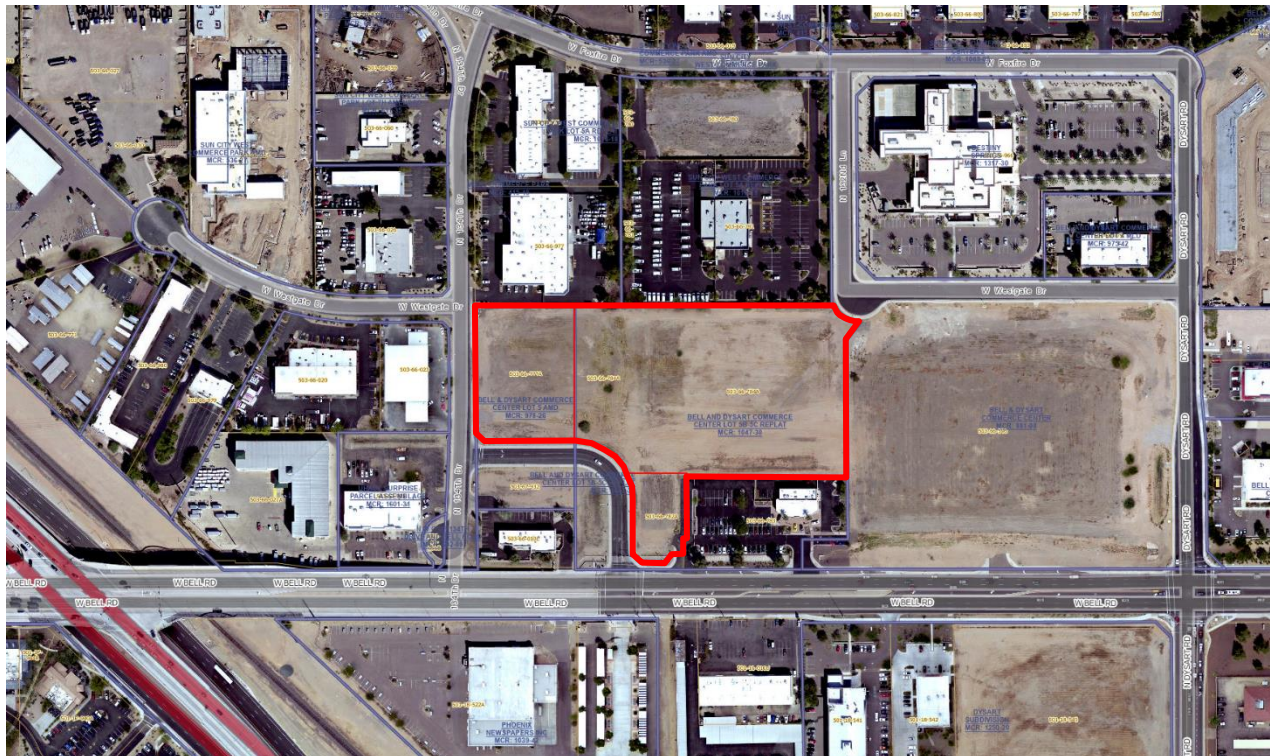
134th Ave runs along the site's southwest boundary and provides the site with a southern connection to Bell Road and western connection to 134th Drive. The southwest corner of the site also abuts a 'Pawn 1st Loans & Jewelry' store which currently has drive access from Bell Road and 134th Drive. The southeast corner abuts a 'Cactus Jack's' auto car dealer, which has two access points from Bell Road. The properties to the north and west have historically been and currently are utilized for Industrial Storage / Warehouse.

B. DEVELOPMENT GOALS

The development goals for this project are designed to offer a thorough and consistent Land Use Plan for Lot 5 of the Bell & Dysart Commerce Park. With the implementation of these uses by this P.A.D. Overlay this development will offer 'Employment' and 'Economic' benefit to the community by the inclusion of the uses denoted in Section E of this report.

C. GENERALIZED LOCATION MAP

1. General Aerial Overview



D. LAND USE PLAN

1. Land Use Plan

Crossroads at Surprise is located in the 'Employment' land use designation as listed in the City of Surprise General Plan 2020.

2. Acres and Development Densities

This site consists of +/- 7.25 Acres (+/-315,683 S.F.) and is one continuous parcel. This site maintains an approximate 36% lot coverage with a total of 18% landscape lot coverage.

3. Arterial and Collector Street Information

This property is bounded on the south and the southwest by two streets, Bell Road (major arterial) across the south frontage and 134th Ave (minor collector). 134th Drive runs along the west frontage.

All public streets are fully improved with no additional work being proposed by this project, except for a new drive entry on 134th Drive, two entry connections to 134th Ave, a connection to Westgate Drive at the northeast corner of the project and a shared connection to the Cactus Jack's commercial site. Pedestrian connections will occur on Bell Road, 134th Drive, and 134th Ave.

4. Pedestrian and Bicycle Circulation

A complete pedestrian and bicycle circulation route is provided with this development. Crossroads at Surprise provides two new connections to both Bell Road and 134th Drive. An additional connection is provided to the currently undeveloped C-3 parcel to the east. Bicycle parking has been provided at convenient locations throughout the project.

5. Open Space

This project provides open space areas as defined by the City of Surprise Ordinance and Design Guidelines in relation to the Landscape and Building Setbacks and throughout the site and along all perimeter property lines.

Surrounding Land Use Table

Surrounding Parcels	Zoning	Designation and Use
North	CR	2 Parcels, Developed Industrial Sites
East	CR	1 Parcel, Currently Undeveloped
South*	CR	2 Developed Commercial Sites, 1 Undeveloped Site
West*	CR	Existing Developed Commercial Sites
*South & West property lines front directly on Bell Road, 134 th Drive, and 134 th Ave. Subject sites are located across each respective Street.		

E. DEVELOPMENT STANDARDS – C-3 ZONING WITH P.A.D. OVERLAY USES

Crossroads at Surprise will offer commercial retail/showroom/office/industrial development for multi-tenant/use projects that are inclusive of all C-3 Zoning uses as permitted by the Zoning Use Matrix (17.24.020) for Principally Permitted Uses and including said uses which fall under the Administrative Permitted Uses (17.24.020 B.) and Conditionally Permitted Uses (17.24.020 C.) pursuant to approval by the City of Surprise code and approval process.

Note: No use shall emit or produce sound/smell in levels or amplification greater than the surrounding area and uses, either mechanically or physically. Sound attenuation may be required for certain uses listed below. All uses shall occur either completely indoors and for outside storage, no item may extend higher than the height of the yard screen wall and within a fully screened yard.

1. Permitted Uses

1. All uses as defined per 17.28.090(A)(B)(C)(D), General Commercial Zone (C-3)
2. All Principally Permitted Uses per 17.24.020 A, General Commercial Zone (C-3)
3. All Administrative Permitted Uses per 17.24.020 B, General Commercial Zone (C-3)
4. All Conditionally Permitted Uses 17.24.020 C, General Commercial Zone (C-3)
5. Those accessory uses permitted under Section 17.28.070(D)
6. All Principally Permitted Uses per 17,.28.080, Community Commercial (C-2)

The following uses are permitted by and included in this P.A.D. overlay.

7. Automobile and motor sports wholesaling, retailing, rental and leasing
8. Sale and distribution of pre-packaged petroleum products
9. Sales, storage and distribution of stone and related building materials
10. House movers, moving and storage
11. Business, technical and vocational schools.
12. Indoor recreational facilities
13. Electronic instruments and devices, assembling and manufacturing
14. Exterminator shops.
15. Temporary construction offices incidental to construction projects only for duration of project.
16. Farming, landscaping and agricultural supplies and equipment, wholesaling and storage, fully enclosed within building or equal or less than height of yard screen wall.
17. Industrial, scientific or business research, development and testing laboratories and offices
18. Light Manufacturing, compounding, assembling or treatment of articles of merchandise from the following previously prepared materials: bone, cellophane, canvas, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, rubber, leather, paper, plastics, precious or semi-precious metals or stones, shell, straw, textiles, tobacco, wood, wool and yarn.
19. Light Manufacturing, compounding, processing, packaging, bottling or treatment of such products as bakery goods, candy, cosmetics, dairy products, drugs, perfumes, pharmaceutical, soap, toiletries, beverages and food products, and other personal articles and household goods
20. Light Manufacturing, fabrication or assembly, including contractor's facilities, of building materials and construction equipment; acoustical materials, air conditioners, heating and ventilating equipment, bolts, cement and concrete products, ceramics, decorative metals and wrought iron, doors, drills, fences, fire escapes, hardware and machine tools, insulation, lumber yards, machines, nuts, plaster, plastics, plumbing supplies and sewer pipes, pumps, scaffolds, screens, screws, tile, welding equipment, windows; or other similar items
21. Manufacturing of clay, concrete, synthetic, cast stone, plastic and pumice stone products
22. Manufacturing of instruments, toys, novelties, rubber and metal stamps, cameras, photographic equipment, business and household machines and appliances
23. Motion picture studios

24. Spraying supplies equipment wholesaling, retailing and storage
25. Motor vehicle assembling and repairing, including body shops
26. Boxes or cabinets, manufacturing
27. Custom millwork, woodworking/manufacturing.
28. Warehousing and distribution

2. Prohibited Uses

1. Adult Bookstores, adult live entertainment, adult theaters.
2. Auto Salvage and Wrecking Yards
3. Cement and Paving Material Mixing Plant
4. Cesspool or Septic Tank Servicing and Equipment Yard
5. Extraction of Sand, Gravel, Oil, Gas and other Mining Operations
6. Foundry, Refining, Smelting or Alloying
7. Metals Crushing, Recycling or Collection Facility
8. Sewage Disposal or Treatment Plant.
9. Tanneries, Meat Packing, Smoking Plants, Slaughter Houses
10. Daycare Centers
11. Charter Schools
12. Convenience Food Stores
13. Tattoo parlors and body piercing salons
14. Hotel or motel
15. Laundromat, self service
16. Liquor Store
17. Park & Ride lot
18. Private club, fraternity or lodge

3. Maximum Building Height

Maximum Building Height shall be 35'-0" as defined by the City of Surprise Zoning Ordinance Chapter 17, Section 17.28.090.

4. Minimum Yard Requirements.

Minimum Yard Requirements shall be as defined by the City of Surprise Zoning Ordinance Chapter 17, Section 17.28.090 as listed below as annotated.

Setbacks	Feet (Ordinance)	Feet (Modified by this P.A.D.)
a. Building Setbacks		
i. Front	35	No change complies with ordinance
ii. Interior Side and Rear	15	No change complies with ordinance
iii. Corner Side	25	Not Applicable
iv. Residential Zone Boundary	45	Not Applicable
b. Parking Lots		
i. Front	4	No change complies with ordinance
ii. Interior Side and Rear	3	Reduced to 0 Feet - Provides for Common Drive Aisles at Future Property Lines
iii. Corner Side	4	Not Applicable
iv. Residential Zone Boundary	3	Not Applicable

5. Outdoor Storage of Materials

Outdoor Storage is limited to only fully enclosed yards where material is limited by the height of the yard walls and full screening from public view. Outdoor Storage may only include materials incidental to the primary business activity.

F. DESIGN CRITERIA

1. Architecture

The design character of the proposed building is essential to the success of the project. The design approach will feature enhanced building aesthetics along the frontages / R.O.W. side of the property. The goal is to provide both building design features & elements which fit in to the local design criteria along with a layout which suits this very unique site.

The primary visible side of the site features will utilize varying site screen walls, landscape masses, entries, and natural planting locations. Any truck courts or yards will be located on less immediately visible frontages and fully screened behind offices located on the corners, as well as textured block walls and fully opaque decorative metal gates. Mature landscaping will be utilized at the base of long building walls to break up facades. Site signage will feature landscape monument plinth masses and a consistent custom themed signage package will provide on-site wayfinding and themed labeling of all non-code dictated sign opportunities.

Building masses will include variation in roofline or parapet, varied or stepped wall plan every fifty feet and utilization of high texture, high-quality materials providing visual enhancement to the public way and primary visible areas of the building. The building design will differentiate all four sides of the building and remain consistent in composition and appropriate to scale. Building features of color, mass and texture will be enhanced with utilizing windows and shade elements in rhythm and depth of recess to create shadow and movement over larger masses. Pedestrian reception, features and amenities will extend into the outdoors providing outdoor employee areas and connection to the street. Quality materials will consist of site-cast concrete panels, earth tone colors, texture panel patterns for shadows and reveals, accent metals, shade

canopies, glass entry elements, stone masses, and decorative metal elements. This building design will enhance the aesthetic character of the area and provide a standard of design expectation for the future adjacent land uses.

2. Parking Criteria

Parking stalls and dimensions comply with City requirements. Accessible parking stalls have been provided and located to allow ease of access to any point of public entry into each building. Drive aisles are maintained per Code with obvious flow routes and access to the site. Screening and landscaping are provided as required per Ordinance.

Warehouse/Distribution parking will be provided at a rate of:

- 1 per 1,000 sf GFA (for first 10,000 sf) plus
- 1 per 5,000 sf GFA (remaining sf) plus
- 1 per 250 sf GFA for Office area
- (shell buildings to be calculated at 15%)

3. Circulation

Crossroads at Surprise provides adequate on-site circulation of vehicle, pedestrians and bicyclists throughout, and to public ways. This development utilizes shared drive access to both adjacent roadways to minimize the overall number of driveways. Refuse enclosures have been located to provide a 'one pass' pick up for refuse vehicles with minimum backing movements required.

4. Screening, Lighting and Landscaping

This P.A.D. complies with the requirements of Chapter 6, per the attached Landscape Plan. The site incorporates all buffering and screening standards based on the Design Guidelines for Commercial Developments. 17% of the site is landscaped. All screening and buffering is accomplished with 3'-0" high CMU screen walls and landscaping consistent with the site and area. Lighting is designed for attractive yet efficient security site lighting. Lighting will not trespass beyond the property lines. All pole lights will be limited to 16'-0" in height. The final lighting design will provide for safe and adequate light levels for pedestrian and vehicle movement, while accenting the site and buildings.

5. Square Footage of Buildings

Crossroads at Surprise will consist of a single 113,870 SF industrial building.

G. PHASING

This project is planned to be constructed under one phase. Construction is projected to begin spring of 2023 with completion by the Fall of 2023

H. PROJECT TEAM / CONTACT LIST

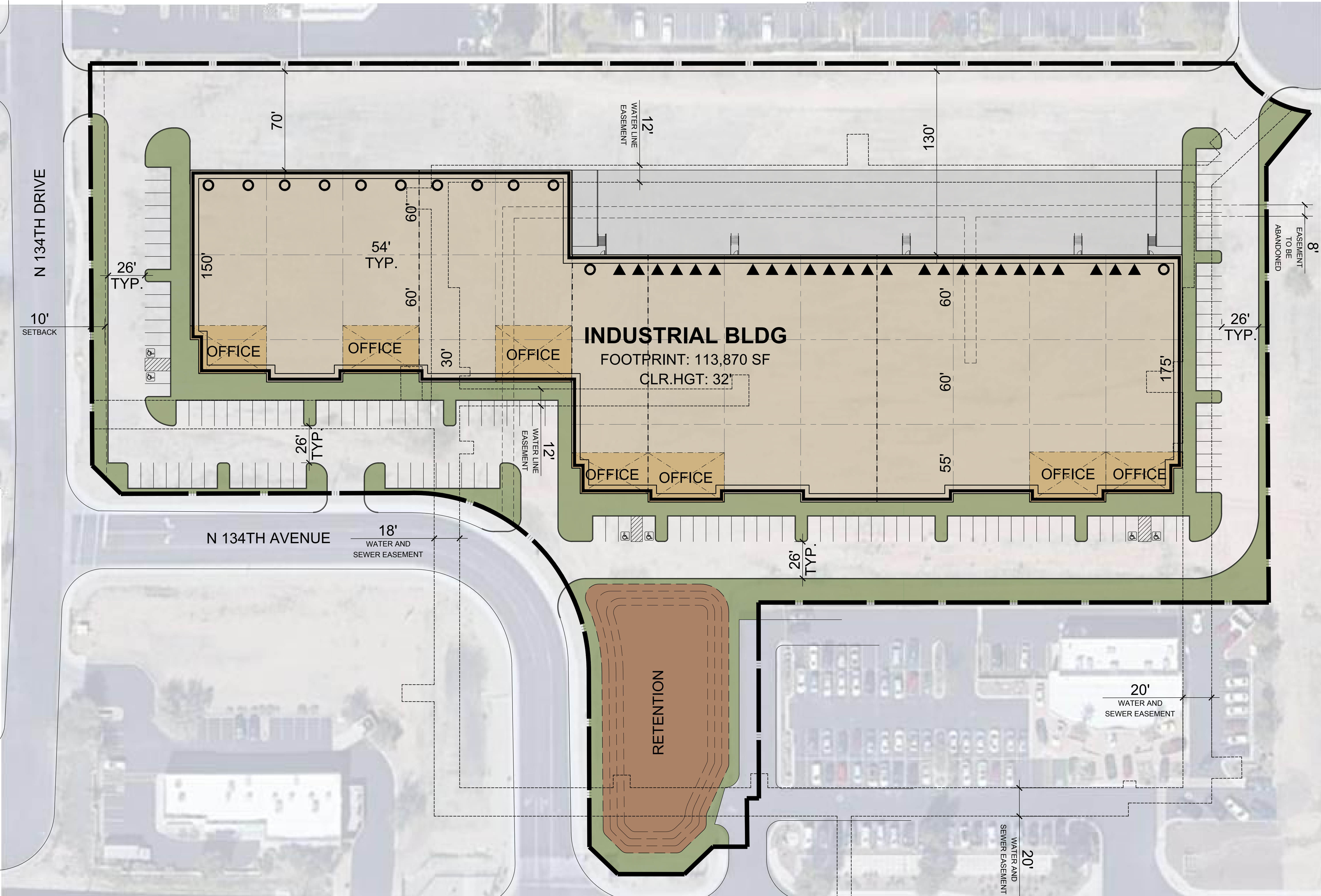
PROJECT NAME: CROSSROADS AT SURPRISE

PROPERTY OWNER: DYSART BELL PROPERTY INVESTORS, LLC
670 E. ENCINAS AVENUE
GILBERT, AZ 85234
ATTN: A. BRENT PAYNE
(480) 633-6800 PHONE
(602) 296-0114 FAX
brentpayne@cox.net

DEVELOPER/APPLICANT: THE WIDEWATERS GROUP, INC.
EDWARD SHAGEN
5845 WIDEWATERS PARKWAY, #100
SYRACUSE, NY 13057
(301) 3051299 PHONE
eshagen@widewaters.com

APPLICANT'S REP.: EPS GROUP, INC.
1130 N ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
ATTN: JOSH HANNON
(480) 503-2250 PHONE
(480) 503-2258 FAX
Josh.hannon@epsgroupinc.com

ARCHITECT: WARE MALCOMB
BRADEN BLAKE
2777 E CAMELBACK ROAD, #325
PHOENIX, ARIZONA 85016
(480) 767-1001 PHONE
(480) 907-2288 FAX
bblake@waremalcomb.com



PROJECT DATA:			
SITE AREA:			
GROSS:	7.25 AC	315,683 SF	113,870 SF
BUILDING FOOTPRINT:			
BUILDING USE:			
WAREHOUSE	101,959 SF	11,911 SF	@ 10.46%
OFFICE			
COVERAGE:			
GROSS:	36%		
NET:	36%		
PARKING REQUIRED:			
WAREHOUSE	1/1000 SF	102 STALLS	
OFFICE	1/250 SF	48 STALLS	
TOTAL		150 STALLS	
PARKING PROVIDED:			
AUTO:	132 STALLS	@ 1.16/1000 SF	
		5 STALLS	
REQ. ACCESSIBLE			
TRUCK DOCKS:			
DOCK-HIGH DOORS	25		
GRADE-LEVEL DOORS	12		

DEVELOPMENT STANDARDS:	
ZONING:	PAD
MAX. F.A.R.:	TBD ²
MAX. COVERAGE:	TBD ²
MAX. BLDG. HT.:	35 FT
BUILDING SETBACKS:	
FRONT:	35 FT
SIDE:	15 FT
REAR:	15 FT
LANDSCAPE SETBACKS:	
FRONT:	4 FT
SIDE:	3 FT
REAR:	3 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9X18
COMPACT:	8X16
COMPACT %:	30%
DRIVE AISLE:	25 FT
FIRE LANE:	TBD ²
OVERHANG:	2 FT
TREE WELL:	TBD ²
REQ. PARKING RATIO BY USE:	
WAREHOUSE:	1/600 SF
MANUF.:	1/1500 SF
OFFICE:	1/250 SF

NOTES:

¹ 100 foot landscape area is required along the perimeter of a BP zoning district.

² To be confirmed by city.



scheme: 05

Conceptual Site Plan

CROSSROADS @ SURPRISE
N 134th Dr. Surprise, AZ 85378

WARE MALCOMB

PHX22-0121-00
07.21.2022

SHEET
1

Stormwater Management Design:
ASSUMED OFF-SITE

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

Boundary Source:
PDF ALTA SURVEY



AFFIDAVIT OF POSTING

Application No:

FS22-1014 Crossroads at Surprised

Applicant Name:

Huellmantel & Affiliates

Location:

NEC Bell rd & 134th Dr

Date Site Posted:

08/22/22

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

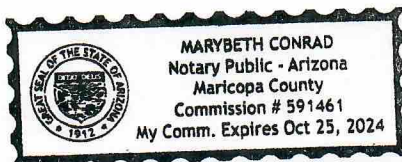
It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Applicant/Representative Signature

Date

This instrument was acknowledged before me on 08/22/22, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Notary Public

My commission expires

Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).

Notice of Public Hearing

City of Surprise

In-Person and Virtual

Neighborhood Meeting

Date: September 8, 2022

Time: 6:00 P.M.

Location: In Person: Countryside
Recreation Center
15038 N Parkview Place,
Surprise, AZ 85379

Planning & Zoning

Date: October 6, 2022

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: October 18, 2022

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

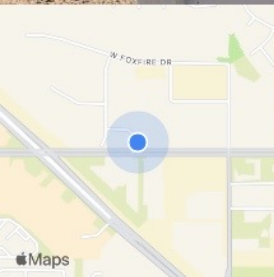
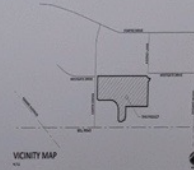
Virtual:

<https://attendee.gotowebinar.com/register/7293435985680955405>

Case number: FS22-1014

Request: 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.

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Aug 22, 2022 10:35AM
N 134th Ave
Maricopa County

Notice of Public Hearing City of Surprise

In-Person and Virtual

Neighborhood Meeting

Date: September 8, 2022

Time: 6:00 P.M.

Location: In Person: Countryside
Recreation Center
15038 N Parkview Place,
Surprise, AZ 85379

Planning & Zoning

Date: October 6, 2022

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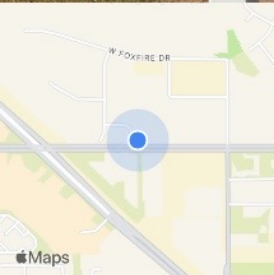
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Please call to confirm dates: 623- 222-3011 Surpriseaz.gov



Aug 22, 2022 10:35AM
13310-13318 W Bell Rd
Maricopa County

Notice of Public Hearing City of Surprise

In-Person and Virtual

Neighborhood Meeting

Date: September 8, 2022

Time: 6:00 P.M.

Location: In Person: Countryside
Recreation Center
15038 N Parkview Place,
Surprise, AZ 85379

Planning & Zoning

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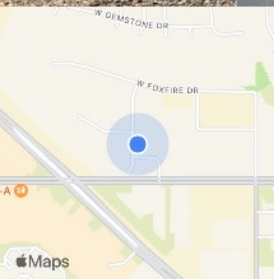
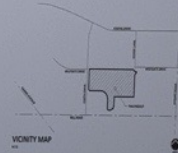
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Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Aug 22, 2022 10:44AM
17079-17087 N 134th Dr
Maricopa County

Notice of Public Hearing City of Surprise

In-Person and Virtual

Neighborhood Meeting

Date: September 8, 2022

Time: 6:00 P.M.

Location: In Person: Countryside
Recreation Center
15038 N Parkview Place,
Surprise, AZ 85379

Planning & Zoning

Date: October 6, 2022

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: October 18, 2022

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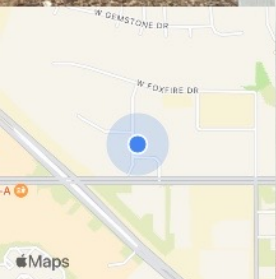
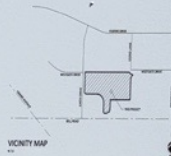
Virtual:

<https://attendee.gotowebinar.com/register/7293435985680955405>

Case number: FS22-1014

Request: 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.

Please call to confirm dates: 623- 222-3011 Surpriseaz.gov



Aug 22, 2022 10:44AM
17079-17087 N 134th Dr
Maricopa County

NEIGHBORHOOD OUTREACH REPORT

FS22-1014

CROSSROADS AT SURPRISE

BELL ROAD & 134TH DRIVE

REPRESENTATIVE:

HUELLMANTEL
AFFILIATES

Lauren Proper Potter
Huellmantel & Affiliates
P.O. Box 1833
Tempe, Arizona 85280-1833
(480) 921-2800
lauren.proper@huellmantel.com

APPLICANT:

 **WIDEWATERS**

Ed Shagen
The Widewaters Group, Inc.
5845 Widewaters Parkway, #100
Syracuse, New York 13057

SUMMARY

Widewaters is requesting a Planned Area Development Overlay to allow for construction of a new flexible commercial space consisting of a combination of office and warehouse space at Bell Road and 134th Drive in the C-3 zoning district on approximately 7.25 acres of vacant land.

The site was initially posted with two signs on August 12th for a neighborhood meeting to be held simultaneously virtually and in-person on August 29th, 2022. An error in the case number was discovered by the sign posting company on August 17th and immediately corrected; however, staff requested that an additional neighborhood meeting be held.

We hosted the first hybrid virtual/in-person meeting as advertised on August 29th at 6:00 p.m. at the Countryside Recreation Center located at 15038 N. Parkview Place in Surprise, AZ 85379 with the virtual meeting conducted via the GoToWebinar platform.

One resident – Andrew Cepon – attended the meeting on August 29th after seeing it advertised on the City’s website. Mr. Cepon attended for informational purposes and asked questions regarding the nature of the project and size of the building. Mr. Cepon contacted a nearby property owner during the meeting and provided his contact information and requested that information presented at the meeting be sent to both Mr. Cepon and the nearby property owner. The meeting concluded at approximately 6:45 p.m. with no additional attendees virtually or in person.

Ms. Proper Potter contacted both Mr. Cepon and the nearby property owner on August 31st and provided this information but has not received any additional feedback.

Due to the determination by staff that the official neighborhood meeting would be conducted on September 8th, the site was updated with new dates by the sign posting company on August 22nd.

A second (official) hybrid neighborhood meeting was held on September 8th at 6:00 p.m. at the Countryside Recreation Center located at 15038 N. Parkview Place in Surprise, AZ 85379 with the virtual meeting conducted via the GoToWebinar platform. Planner Chris Sexton and Planning Manager Jason Moquin attended from the City. No members of the public attended and the meeting ended at approximately 6:15 p.m.

ORDINANCE # 2022-23

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, RATIFYING THE APPROVAL OF PADA 07-132 (CROSSROADS AT SURPRISE PAD) ON DECEMBER 4, 2007, AND APPROVING A MAJOR AMENDMENT TO THE CROSSROADS AT SURPRISE PAD TO ALLOW LIGHT INDUSTRIAL USES PLUS MODIFY TWO (2) DEVELOPMENT STANDARDS FOR WAREHOUSE/DISTRIBUTION PARKING AND PARKING LOT INTERIOR SETBACKS AND REAR SETBACKS, FOR AN APPROXIMATELY 7.25 ACRE PROPERTY LOCATED AT THE NORTHEAST CORNER OF 134TH AVENUE AND BELL ROAD.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located at the northeast corner of Bell Road and Dysart Road;

WHEREAS, the subject site is zoned Crossings at Surprise Planned Area Development (PAD), pursuant to PADA 07-132 as approved by the Surprise Planning and Zoning Commission on December 4, 2007;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed use change is in harmony with the purposes and intent of the Crossroads at Surprise PAD; and

WHEREAS, on October 6, 2022, the Planning and Zoning Commission recommended approval of the Crossroads at Surprise PAD amendment.

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

Section 1. The approval of the Crossroads at Surprise Planned Area Development (PADA 07-132), by the Surprise Planning and Zoning Commission, on December 4, 2007, is hereby ratified;

Section 2. *Major PAD Amendment.* The proposed additional light industrial uses and modifications to the development standards for the parcel legally described on ***Exhibit A*** and depicted on ***Exhibit B***, known as "Crossroads at Surprise PAD," are approved subject to the following stipulations:

- a. Development and use of the site shall be consistent with the narrative entitled "Crossroads at Surprise" dated July 22, 2022.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

Section 2. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 3. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this Ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 4. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. *Effective Date.* This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____ 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION FOR PROPERTY



**Legal Description
WIDEWATERS INDUSTRIAL
Surprise, Arizona**

Job No. 22-0550

September 19, 2022

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, MARKING THE SOUTHEAST CORNER OF SAID SECTION 34, FROM WHICH THE CALCULATED SOUTH QUARTER CORNER OF SAID SECTION 34, BEARS NORTH 89 DEGREES 26 MINUTES 36 SECONDS WEST, A DISTANCE OF 2,635.86 FEET, AS SHOWN ON THE RE-PLAT FOR LOT 5B & 5C OF THE FINAL PLAT AMENDED OF LOT 5 OF BELL & DYSART COMMERCE CENTER, RECORDED IN BOOK 1047 OF MAPS, PAGE 30, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE NORTH 89 DEGREES 26 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1,140.72 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 33 MINUTES 24 SECONDS EAST, TO THE NORTH RIGHT OF WAY FOR BELL ROAD, AS DESCRIBED IN THE CONDEMNATION RECORDED IN DOCUMENT NUMBER 2016-0693749, MARICOPA COUNTY RECORDS, ARIZONA, A DISTANCE OF 88.00 FEET AND TO THE **POINT OF BEGINNING**;

THENCE ALONG SAID CONDEMNATION LINE THE FOLLOWING (8) COURSES:

THENCE NORTH 89 DEGREES 26 MINUTES 36 SECONDS WEST, A DISTANCE OF 24.36 FEET;

THENCE SOUTH 46 DEGREES 57 MINUTES 14 SECONDS WEST, A DISTANCE OF 29.00 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 36 SECONDS WEST, A DISTANCE OF 47.64 FEET;

THENCE NORTH 44 DEGREES 26 MINUTES 36 SECONDS WEST, A DISTANCE OF 28.28 FEET;

EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2022\22-0550\Land Survey\Legals\22-0550-Overall Parcel - LD.docx

Ordinance No. 2022-23
RFLS # 8490
Rev 01/21



THENCE NORTH 00 DEGREES 33 MINUTES 24 SECONDS EAST, A DISTANCE OF 122.42 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 130.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 09 MINUTES 01 SECONDS, A DISTANCE OF 204.54 FEET;

THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST, A DISTANCE OF 202.43 FEET;

THENCE NORTH 44 DEGREES 40 MINUTES 33 SECONDS WEST, A DISTANCE OF 28.38 FEET TO THE EAST RIGHT OF WAY FOR 134TH DRIVE, AS SHOWN ON THE FINAL PLAT FOR SUN CITY WEST - COMMERCE PARK, RECORDED IN BOOK 415 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE DEPARTING SAID CONDEMNATION LINE, NORTH 00 DEGREES 14 MINUTES 21 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 284.66 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 26 MINUTES 36 SECONDS EAST, A DISTANCE OF 809.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 63 DEGREES 04 MINUTES 26 SECONDS EAST, A DISTANCE OF 65.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 62 DEGREES 57 MINUTES 35 SECONDS, A DISTANCE OF 71.43 FEET TO THE COMMON LINE BETWEEN LOT 1, AS SHOWN ON THE FINAL PLAT FOR BELL & DYSART COMMERCE CENTER, RECORDED IN BOOK 881 OF MAPS, PAGE 8 AND LOT 5C, AS SHOWN ON THE RE-PLAT FOR LOT 5B & 5C OF THE FINAL PLAT AMENDED OF LOT 5 OF BELL & DYSART COMMERCE CENTER, RECORDED IN BOOK 1047 OF MAPS, PAGE 30, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE SOUTH 39 DEGREES 31 MINUTES 01 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 52.41 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 21 SECONDS WEST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 309.08 FEET TO THE NORTHEAST CORNER OF LOT 5B2, AS RECORDED IN SAID BOOK 1047 OF MAPS, PAGE 30, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE DEPARTING SAID COMMON LINE, NORTH 89 DEGREES 26 MINUTES 34 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 5B2, A DISTANCE OF

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Ordinance No. 2022-23
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Rev 01/21



361.03 FEET TO THE COMMON LINE BETWEEN LOT 5B1 AND LOT 5B2 OF SAID FINAL PLAT;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 137.69 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 34 SECONDS WEST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 8.25 FEET;

THENCE SOUTH 00 DEGREES 33 MINUTES 24 SECONDS WEST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 34.01 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 318,507 SQUARE FEET OR 7.3119 ACRES, MORE OR LESS.

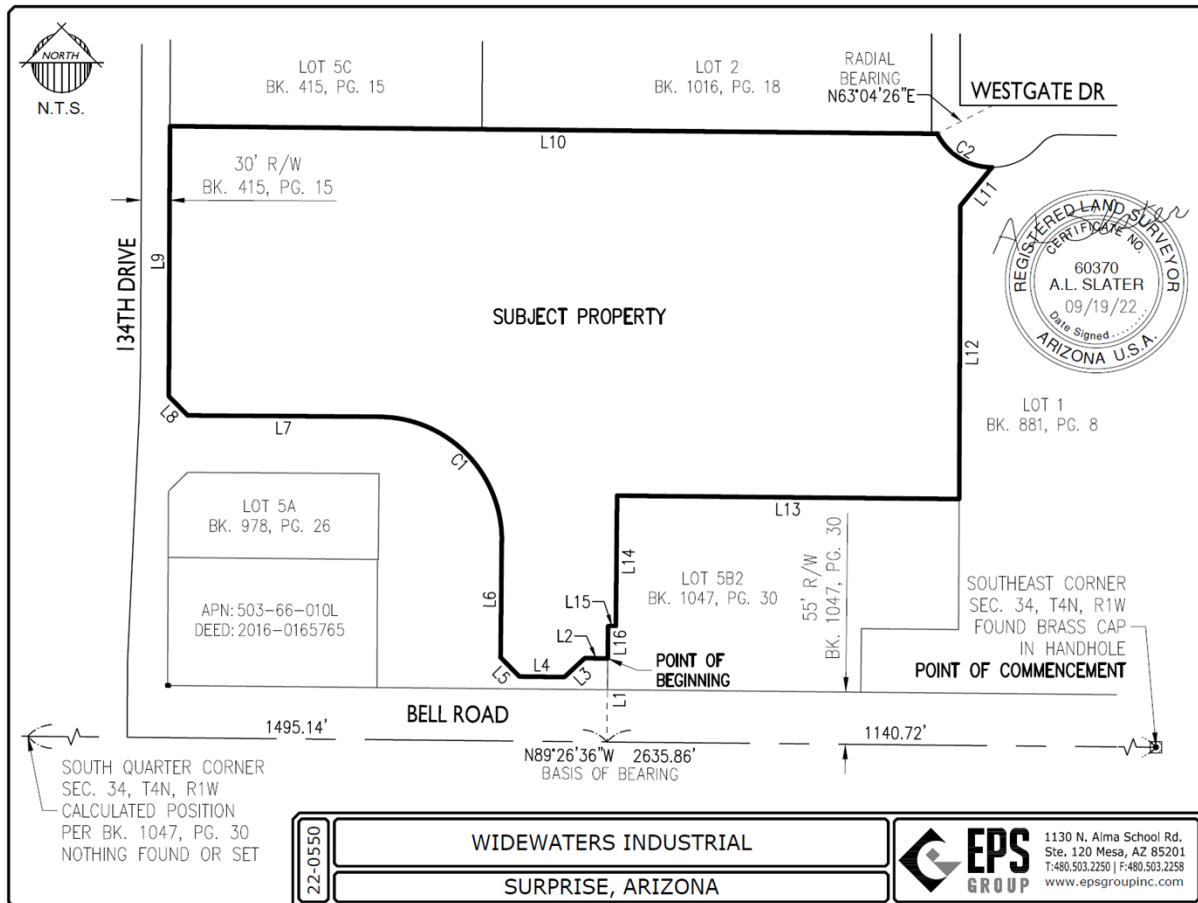


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EXHIBIT B DEPICTION OF THE PROPERTY TO BE RE-ZONED



Sep 19, 2022 11:48am S:\Projects\2022\22-0550\Land Survey\Drawings\22-0550 EX01.dwg

Ordinance No. 2022-23
RFLS # 8490
Rev 01/21

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°33'24"E	88.00'
L2	N89°26'36"W	24.36'
L3	S46°57'14"W	29.00'
L4	N89°26'36"W	47.64'
L5	N44°26'36"W	28.28'
L6	N00°33'24"E	122.42'
L7	N89°35'37"W	202.43'
L8	N44°40'33"W	28.38'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N00°14'21"E	284.66'
L10	S89°26'36"E	809.85'
L11	S39°31'01"W	52.41'
L12	S00°14'21"W	309.08'
L13	N89°26'34"W	361.03'
L14	S00°33'26"W	137.69'
L15	N89°26'34"W	8.25'
L16	S00°33'24"W	34.01'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	204.54'	130.00'	90°09'01"	130.34'	184.09'	N44°31'06"W
C2	71.43'	65.00'	62°57'35"	39.80'	67.89'	S58°24'22"E



22-0550

WIDEWATERS INDUSTRIAL

SURPRISE, ARIZONA



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Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

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FS22-1014

Crossroads At Surprise PAD

Amendment

City Council
October 18, 2022



Project Site
10 acres

Foxfire Drive

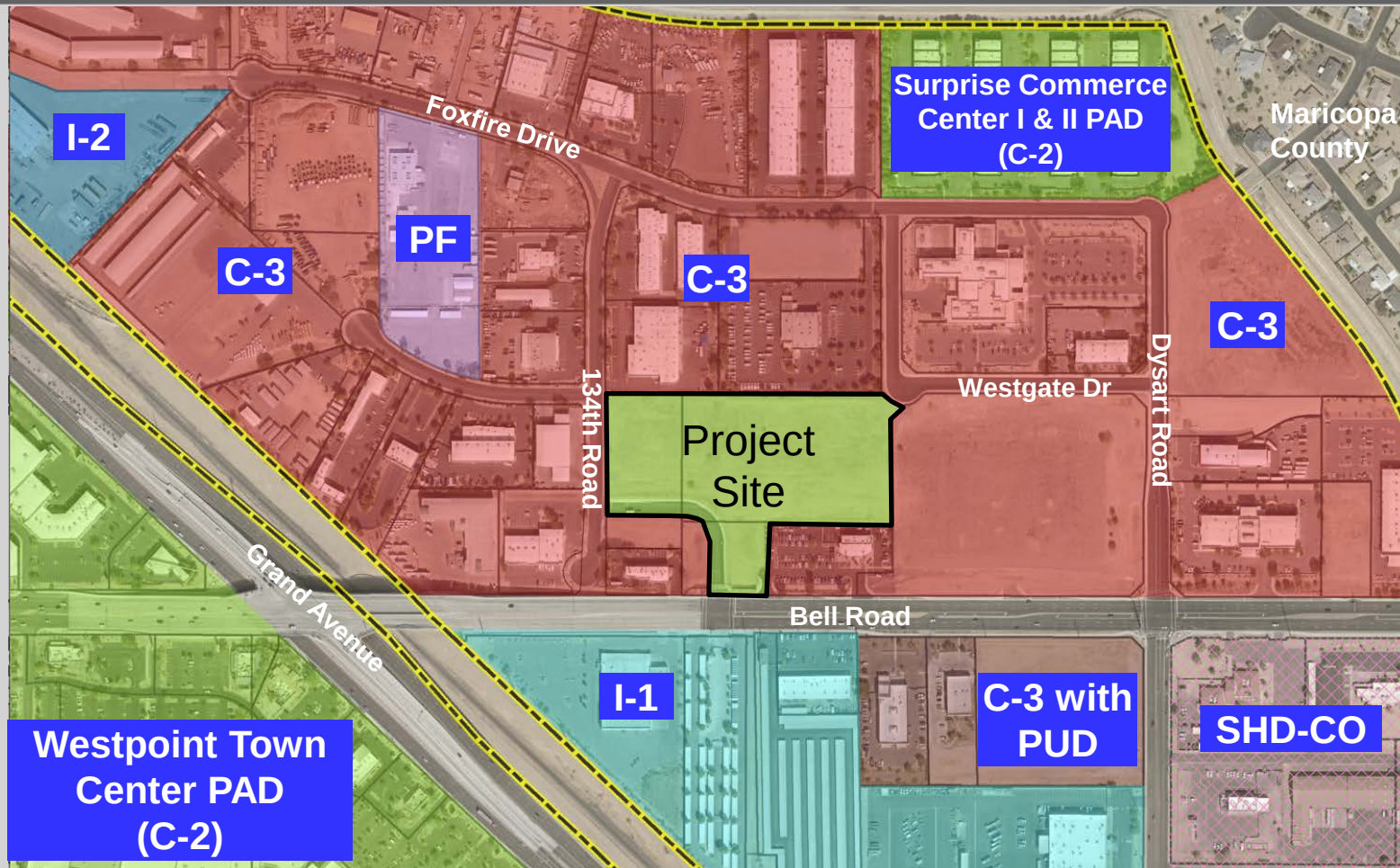
134th Drive

Dysart Road

Grand Avenue

Bell Road

VICINITY MAP





BACKGROUND

- PAD Approved by Planning and Zoning Commission on December 4, 2007
- City Council Meeting scheduled to hear PAD on January 10, 2008 but staff interpreted City Council approval not required
- Recently, upon further review of the PAD, city staff felt it is necessary to obtain City Council approval before any development occurs on the site



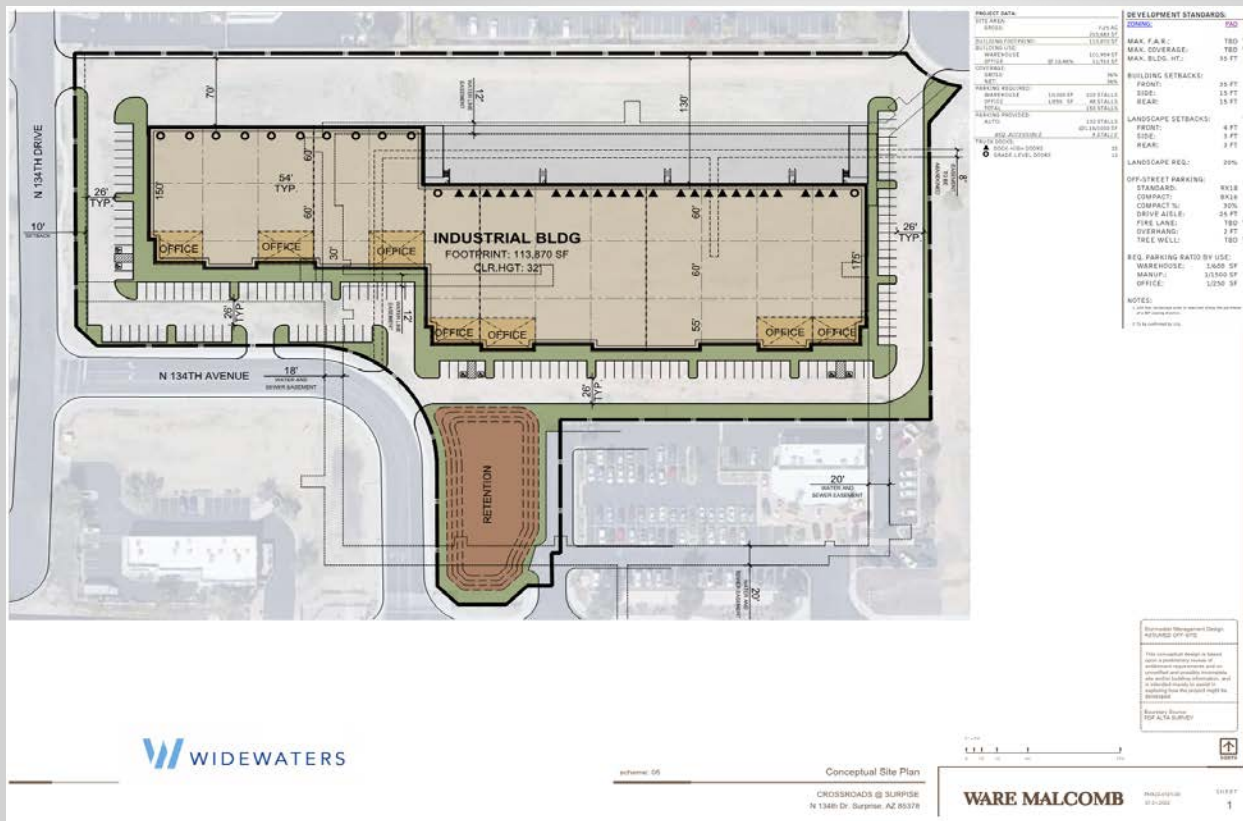
PERMITTED USES

- Permitted uses per Title 17.28.090 – General Commercial Zone (C-3)
- Permitted uses per 17.28.080 – Community Commercial (C-2)
- Additional uses listed in the PAD: automobile sales, light manufacturing, warehouse/distribution facilities

DEVELOPMENT STANDARDS

Setbacks	Feet (Ordinance)	Feet (Modified by this P.A.D.)
a. Building Setbacks		
i. Front	35	No change complies with ordinance
ii. Interior Side and Rear	15	No change complies with ordinance
iii. Corner Side	25	Not Applicable
iv. Residential Zone Boundary	45	Not Applicable
b. Parking Lots		
i. Front	4	No change complies with ordinance
ii. Interior Side and Rear	3	Reduced to 0 Feet - Provides for Common Drive Aisles at Future Property Lines
iii. Corner Side	4	Not Applicable
iv. Residential Zone Boundary	3	Not Applicable

CONCEPTUAL SITE PLAN



Title 17
Warehouse 102 stalls
Office 48 stalls

Total 150 stalls

LDO	
Warehouse	31 stalls
Office	48 stalls

Total 79 stalls



OUTREACH

- Site Posting, 300' Mailers, Newspaper Publishings
- Citizen Participation Meeting
September 8, 2022 – no attendees



RECOMMENDATION

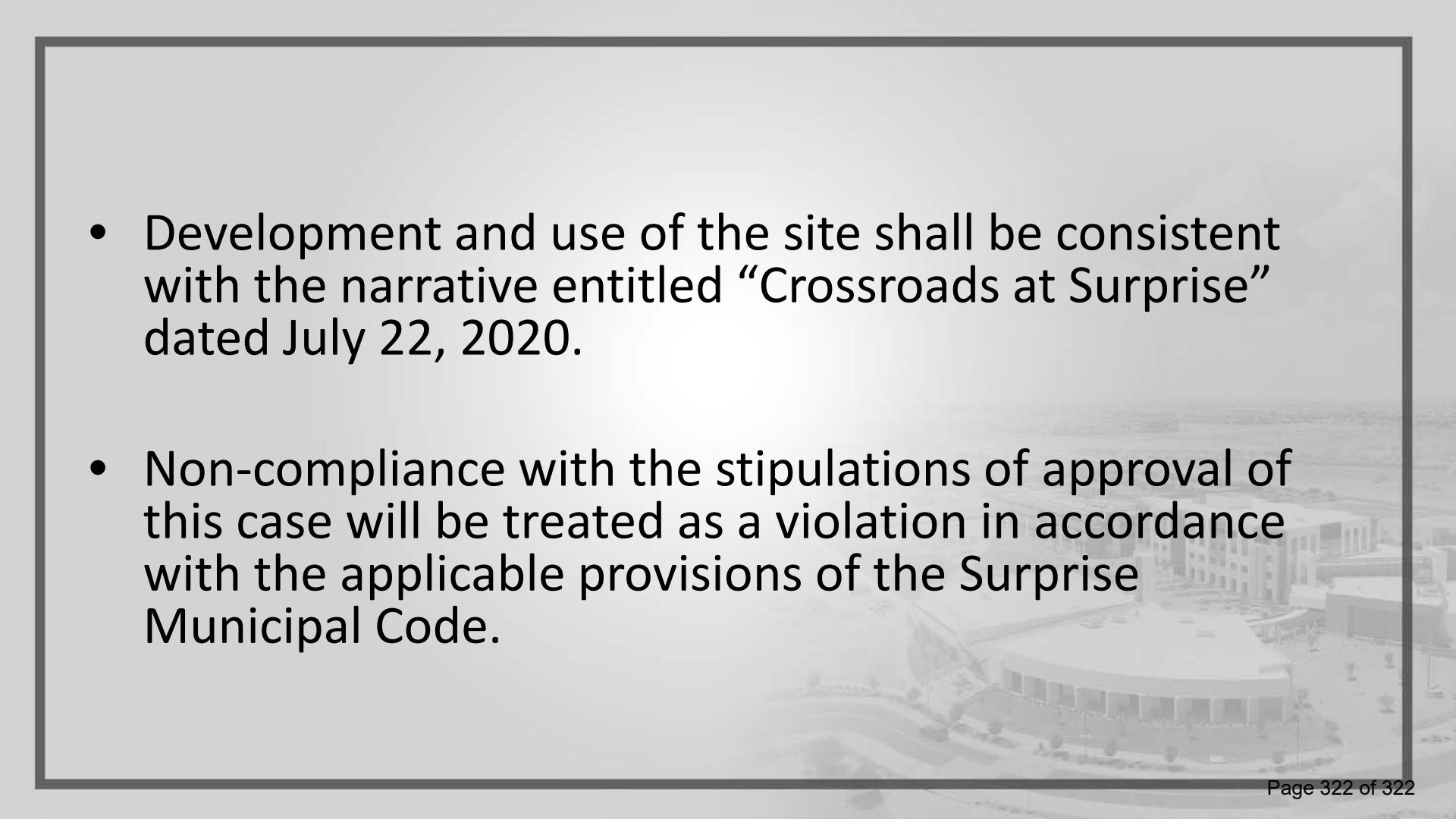
Mayor and City Council Recommends Approval, subject to stipulations 'a' and 'b'.



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

- 
- Development and use of the site shall be consistent with the narrative entitled “Crossroads at Surprise” dated July 22, 2020.
 - Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.