



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

Tuesday, December 20, 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. | Internal | Consideration and action to approve the Regular Council Work Session and Regular Council Meeting Minutes of Tuesday, December 6, 2022. | None
Sherry Aguilar |
|----|----------|--|------------------------|

			City Clerk
2.	District 3	Consideration and action to approve a request by Applicant, Fernando Gonzales Ruiz for a Series 12 (New Application - Restaurant #209950) liquor license for BURROS & FRIES located at 13455 N. Prasada Parkway, Surprise, AZ. 85388.	None Sherry Aguilar City Clerk
3.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Windstone Ranch Phase 1" and received on September 19, 2022, a property generally located at the northeast corner of Happy Valley Road and 151 st Avenue; Case FS21-1007.	Chris Sexton Community Development
4.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Graceland" and dated October 6, 2022, a property generally located north of Pinnacle Peak Road and west of 211 th Avenue; Case FS22-0867.	Jessica Brinton Community Development
5.	District 6	Consideration and action pertaining to approval of the Final Plat entitled, "Skyway Business Park" and dated October 17, 2022, a property generally located north of Peoria Avenue, west of 132 nd Avenue and south of Desert Cove Road; Case FS22-1189.	Chris Sexton Community Development
6.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Re-plat of Mesquite Mountain Ranch, Phase 1-Lots 45, 46, and Tract D" and dated November 2022, a property generally located on the northeast corner 227 th Ave. and Beardsley Rd; Case FS22-1215.	Leslie Carnie Community Development
7.	District 3	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Christopher Todd at Rancho Trugold located at 17180 West Sweetwater Avenue; Resolution # 2022-109.	Kristin Tytler Public Works
8.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public improvements at the East to North East corner of 163 rd Avenue and Pinnacle Peak Road; Resolution # 2022-111.	Kristin Tytler Public Works
9.	District 5	Consideration and action enlarging an existing lighting improvement district known as "City of Surprise, Arizona, SU-Hilton Garden Inn" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2022-101.	Kristin Tytler Public Works
10.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2023 budget amendment moving budget authority in the amount of \$90,000 from the Contingency Fund to the Arizona Office of Tourism Fund in association with an anticipated increase in Prop 302 Maricopa County Marketing funding; Resolution #2022-115.	None Kendra Pettis Sports and Tourism
11.	Citywide	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2023 budget by moving budget authority of \$120,000 within the	None Kendra Pettis

- | | | | |
|-----|------------|--|---|
| | | Grants/Contingency Fund from Contingency to Services in project G59010 and \$24,000 within the Sports and Tourism Fund from Services to Services in project G59010 to account for acceptance of a grant award from the Arizona Office of Tourism; Resolution #2022-119. | Sports and Tourism |
| 12. | Citywide | Consideration and action pertaining to the approval of Amendment No. 2 to the Intergovernmental Agreement with Maricopa County for 2022 Home Program Funds; amending the Fiscal Year 2023 Budget by moving budget authority in the amount of \$200,800 from the Grants/Contingency Fund to the Neighborhood Revitalization Fund, Project G51565; and accepting grant funding from Maricopa County via the Department of Housing and Urban Development for 2022 Home Program Funds; Resolution #2022-116. | Seth Dyson
Human Svcs and
Comm Vitality |
| 13. | District 1 | Consideration and action ratifying the December 6, 2022 conditional acceptance and maintenance of certain streets and public utility improvements at Bell Pointe II North and correcting a scrivener's error; Resolution #2022-108. | Robert Wingo
Legal |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|------------|---|---|
| 14. | District 1 | Consideration and action pertaining to approval of the Second Amendment to the Rancho Mercado Supplemental Development Agreement between the City of Surprise and William Lyon Homes, Inc.; Resolution #2022-118. | Lloyd Abrams
Community
Development |
| 15. | Citywide | Consideration and action pertaining to the approval of a Facility Use Agreement for a Signature Music Festival at Mark Coronado Park March 25-26, 2023; Resolution #2022-76. | None

Kendra Pettis
Sports and Tourism |

- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session

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

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or

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

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Thursday, December 15, 2022 @ 9:10 a.m. Amended on Friday, December 16, 2022 @ 10:30 a.m. (Item #12 - Amended Resolution and attachments).

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: December 20, 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: December 20, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:

Consideration and action to approve the Regular Council Work Session and Regular Council Meeting Minutes of Tuesday, December 6, 2022.

Motion:

I move to approve the Regular Council Work Session and Regular Council Meeting on Tuesday, December 6, 2022.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 12062022 Council Work Session Minutes
 2. 12062022 Regular Council Meeting Minutes
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CITY OF SURPRISE
Regular City Council Work Session
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, December 6, 2022 @ 4:00PM

A. Call To Order

Mayor Hall called the Regular Council Work Session to order on December 6, 2022 at 4:00 p.m. at the Surprise City Hall located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374.

B. Roll Call

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

C. Pledge of Allegiance

1. Presentation and discussion pertaining to the FY2023 Financial Status Report through September 2022.

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

Councilmember Remley commented that since building and construction industry is slowing down quickly, how are revenues being effected by this?

Ms. Davis commented that yes the permit count is decreasing, there is a lag for certain services but it will be a while before we see how it effect our revenues.

2. Presentation and discussion pertaining to updated Parks and Recreation Fees.

Parks and Recreation Director, Holly Osborn introduced Parks staff Paul Fries and Shannon Gaul to assist with the powerpoint presentation on this item.

Parks and Recreation Fee schedule review and recommendation for increases were discussed.

Vice-Mayor Cline asked about Countryside facilities, if a resident had a question about the extra costs for the newer location, would staff be able to share with them the different costs and availability? Holly Osborn commented that yes absolutely staff would discuss the different options available.

Councilmember Remley commented that he is a bit surprised about the rate increases for the Hollyhock pool private rental. Since it doesn't have the same amenities as the other park and it is not heated. How many people have been willing to pay the \$180. already? There is no community room and a smaller facility. Can we please look at this? Ms. Osborn commented that I do know we do rent out Hollyhock, but mostly with groups or organizations. We can look at this.

Councilmember Duffy asked about Countryside Park, how much during the year is it available to rent? Ms. Osborn reviewed a calendar of events that will take place at Countryside for 2023. We will be able to rent it out, but there is not a lot of availability. Paul Frie further explained the renting of fields process and fees. Councilmember Duffy also asked about reseeding the parks every year.

Councilmember Judd asked about the 1,400 soccer players who go through our parks, what are the ages? What do they do after this age for sports?

Ms. Osborn commented that we are always looking at this age group and what programs we can offer the teens.

Councilmember Judd said it is important to find ways to deal with the sport clubs, we need to support them as much as we can since many of the youth are from Surprise. How many more fields do we need to get to the point to accommodate? Ms. Osborn commented that we would need at least two more of these types of complexes. We would need over 50 acres for future fields as a rough estimate.

Councilmember Remley with the fees we are talking about, I didn't see anything on baseball, we have teams we rent out too. Are we leaving those the same? Ms. Osborn commented that raising our sports administrative fees to \$10.00. It does bring us more revenues.

Vice-Mayor Cline commented that 13, 14 year olds, they either are good enough to play at a higher level of sports, and the ones not as good, drop out and do other things. We need to figure out other ways for teens as they grow and as the City grows.

Mayor Hall commented that we here all the time about what can the teens do? Mayor Hall asked about the recovery part, what is the recovery as a department? Ms. Osborn commented that it depends on the programs. Summer and Youth Programs are to cover 100% of direct costs, other programs are at a percentage from 30 to 50%, depending on which one we are talking about. Mayor Hall asked Ms. Osborn to look at growing trends for kids according to the census. What is the timing of Countryside? Ms. Osborn commented that Sod installed tomorrow, projected to open by January 21st, the first game start.

Councilmember Remley commented that the school district has statistics that could help you plan for the future years in advance.

3. Presentation and discussion pertaining to redistricting.

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

Mr. Abrams explained the timeline for redistricting and how the process will work. The City hired the same consultant we have used since forming districts in the 1990's. Mr. Abrams asked for consensus on blind redistricting or preserving incumbents and explained what this would entail. Mr. Abrams asked for some guidance for Council. Council consensus was in favor of blind redistricting.

Mr. Abrams outlined the set-up for the Ad Hoc Committee. Based on past experience we would reduce the amount from the last committee and recommended that the Mayor appoints 3 members and each Councilmembers appoints 1 member that is not currently on any board/commission for the City and who resides within that district. to serve on the committee. There will be options of paper maps and also there is an app available to draw maps online that will be another option and the goal is to come up with at least 3 options.

Councilmember Remley asked about public meetings, can we ask for public participation with drawing maps on paper? Mr. Abrams said that yes this will be an option if Council decides.

Mayor commented that we are hiring a professional consultant to assist with the process, but an online mapping program may not get much participation. This concerns me and I am for no mapping tool, this could undermine the committee.

Vice-Mayor Cline asked about areas of homes that the residents are not living in the homes. How is this calculated when going through this process? It might be even as of that date, but not today. Agree with blind redistricting, would like good public outreach on this.

Councilmember Hastings commented that since we are in the 21st century would like residents to be able to draw a map with the app, and also expressed concern about blind redistricting since he was recently elected for a 4 year term of a certain voter base, so there has to be some concern about keeping those aligned. Would like a large community outreach and participation.

Mr. Abrams commented that at the end of the day, the Committee will be tasked with bringing back recommendations to the Council.

Mayor Hall asked about the variation, a district could be 2380 above that 10% number, is that correct? The map itself has to be within that 10% deviation from what I understand.

Councilmember Winters, I remember when we did this last time, AZ Traditions fell within two different Districts, SC Grand had two representatives. Do they really try hard not to break up an HOA?

Councilmember Remley commented about the last time the redistricting was done, they had 25 committee members.

Council consensus was for a Blind Redistricting process with Option B utilizing map.

- L. Adjournment

Vice-Mayor Cline made the motion to adjourn the Regular Council Work Session of December 6, 2022 @ 5:08 p.m. Seconded by Councilmember Winters. Unanimous yes vote. Motion carried to adjourn.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of Tuesday, December 6, 2022.

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, December 6, 2022 @ 6:00PM

A. Call To Order:

Mayor Hall called the Regular Council Meeting to order on December 6, 2022 at 6:00 p.m. at the Surprise City Hall located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374.

1. Invocation

Mayor Hall led the invocation.

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

The Pledge of Allegiance was led by West Point Elementary Middle School.

D. Proclamation and Community Acknowledgements

E. City Manager Report

Jayla Robles 8th grade Student Council gave a brief report on activities at West Point Elementary School.

Matthew Arroyo, Youth Council and 11th grade student at Dysart High School gave a brief activities report.

1. Reports

City Manager Report

1. City Manager Wingenroth announced the passing of one of our employees from the Human Services Department, Debra Pena Lumas. The Mayor, Council and staff send her family condolences.

2. Benevilla will recognize the City of Surprise with a Business Leadership Award.

3. Joann Thompson, President and CEO of Benevilla presented the Business and Leadership Award to the Mayor and Council.

F. City Clerk Report

No report.

G. Call To The Public

No call to the public received.

H. Regular City Council Meeting Agenda

1. CONSENT AGENDA:

Vice-Mayor Cline made the motion to approve the items on the Consent Agenda. Councilmember Duffy seconded the motion. 7 yes votes, motion carried.

Consent Items Approved:

1. Consideration and action to approve the minutes for the November 15, 2022 Regular Council Work Session and the Regular Council Meeting.

2. Consideration and action pertaining to approval of the final plat entitled, "Sterling Grove Shopping Center" and dated September 28, 2022, a property generally located at the northwest corner of Peoria Avenue and Cotton Lane; Case FS21-1000.

3. Consideration and action pertaining to approval of the final plat entitled, "Rancho Mercado Parcels A7 and A8" and dated July 12, 2022, located at the southeast corner of Happy Valley Road and 147th Avenue; Case FS22-0515.

4. Consideration and action pertaining to acceptance of two Special Warranty Deeds for the North and South Water Recharge Basins, respectively, and a Special Warranty Deed for a Well Site from Paloma Creek Water Coordinator, LLC .

5. Consideration and action pertaining to acceptance of a Sewer Line Easement from Kent Xander and Wittrock Land 4 LLC, near San Ysidro and 156th Avenue.
6. Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the City of Phoenix for automatic aid emergency dispatch services; Resolution #2022-113.
7. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public improvements at Rancho Mercado Parcel A4, generally located South of Happy Valley Road and North of West McMicken Way; Resolution # 2022-112.
8. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Bell Pointe II North, generally located at North Bell Pointe Boulevard and West Weatherby Drive; Resolution # 2022-107.
9. Consideration and action pertaining to approval of a Fiscal Year 2022 budget amendment to move budget authority between projects and funds and inter-fund cash transfers and loans in order to close out the Fiscal Year; Resolution #2022-114.
10. Consideration and action pertaining to approval of the Final Condominium Plat entitled, "Dominion Business Park, A Condominium" a property generally located on the west side of Litchfield Road, north of Peoria Avenue and south of Cactus Road; Case FS21-827.
11. Consideration and action pertaining to approval of the Final Plat entitled, "AEO Powersports Plat" and dated October 07, 2022, a property generally located northwest of Cactus Road and Autoshow Avenue; Case FS22-1157.

I. Other Business and Future Agenda Items

No items requested.

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

12. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2023 Budget by moving budget authority to establish the Arts,

Culture & Library Department and establishment of a Transportation Department; Resolution #2022-117.

City Manager Wingenroth gave a brief presentation for this item.

Mr. Wingenroth explained that the vacant Assistant Public Works Director will be upgraded to a Transportation Director. The Arts Cultural and Library Department, currently on contract with Maricopa County. The County Recently provided 120 notice, and the City will officially take over the Surprise library operations on March 1st, 2023 to take over. Using a Deputy City Manager position downgraded to Arts, Culture & Library Director, maintain the amount of money spending on the contract, will use City forces, not contract. Hire an Arts Manager.

Finance Director, Andrea Davis explained in detail the breakdown on services and positions.

Mayor Hall commented that with the rapid growth of the City, we have put a lot of cars on the road and we have to do a better job as a City to take care of the roads. The timing of this is very good.

Councilmember Judd asked if the Transportation Department will include planning or fixing of roads, how will this be split up? City Manager Wingenroth reported that everyone in the transportation division will move over to this department. Public Work Director, Kristen Titler explained this more in detail. Planning through traffic engineering, maintenance, traffic operations, pavement preservation.

Councilmember Remley will the Arts Manager be one of the positions within the library department now? Mr. Wingenroth confirmed this is correct.

City Manager Wingenroth, we are developing the library if approved, beginning on March 2023, using the same budget that the County used in their contract. Yearly that contract has increased approx. 10% per year. Labor costs, technology, we will be frugal but will keep pace with inflation.

Councilmember Judd back to library services, will we have access to what the county provided? Kelsey Lamphier commented that yes absolutely you will be able to continue with the current services provided by the County.

Councilmember Judd my only concern with adding new departments is to maintain and run as efficiently as possible.

Vice-Mayor Cline commented that in addition to hard dollar costs for supplies, staffing, etc., even with everything else we have going on we should be able to absorb that 10% available. We will be able to offer more space to the public.

Mayor Hall commented that we have a lot of 501C3's that need places to meet, they have a hard time finding places in Surprise. The space at the library will be ideal for this.

Councilmember Remley commented that currently I have a county library card, how will I be able to switch to a city library card.

Kelsey Lamphier commented that you can still use the county card to access resources, but you will also need to get a new library card when we take over officially, we will make sure the public is fully aware with public outreach.

Mayor Hall commented that we have always had an active Arts Commission, then lately has become in-active. We need more active Arts Commission, what are they currently working on, what do they do? He would like for Council to be more informed.

No further comments or questions.

Vice-Mayor Cline made the motion to approve Resolution No. 2022-117. Councilmember Winters seconded the motion. 7 yes votes. Motion carried.

J. City Council Reports

Councilmember Judd gave kudos to Holly Osborn and staff for the Founder's Day Celebration;

Councilmember Winters - no report

Vice-Mayor Cline reported that Councilmembers Judd, Councilmember Duffy and I attended the National League of Cities, great networking opportunity; Held a Rules Committee Meeting with Councilmember Hastings to review the Council Handbook and Boards and Commissions; Old Golden Corral location health services for Seniors.

Councilmember Hastings reported that Founder's Day was awesome and a great event; the next District 5 Meet and Greet will be cancelled for Christmas

Holiday; shout out to the Tennis Center won the USTA Southwest Facility of the Year Award; attended the Rules Committee, thanked Attorney, Robert Wingo for his assistance, shout out to Kelsey Lamphier, she is on it with answering questions and you can see her passion in what she is doing.

Councilmember Remley reported that our City Manager's influence working with staff; plan B at Founder's Day in case the tree didn't light, even though it rained, it was a great event; Deck the Hock is coming up shortly at the Senior Center; reminded everyone of the State Income Tax Credit you can contribute up to \$800. for qualified organizations, for your tax returns.

Councilmember Duffy reported on the Founder's Day and tree lighting ceremony, all the decorations around the stadium area, you did a great job. Lights will be on every night through January 3rd. Gave Councilmember Judd and Vice-Mayor Cline and transportation staff a huge thank you for reacting to a transportation issue, taken care of within 24 hours.

Mayor Hall reported on upcoming Deck the Hock at the Senior Center; and the upcoming Sci-Tech Festival this Saturday, December 10th and is being moved to the Mark Coronado Park.

K. Executive Session

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

L. Adjournment

Vice-Mayor Cline made the motion to adjourn the Regular Council of December 6, 2022 @ 6:45 p.m. Seconded by Councilmember Winters. 7 yes votes. Motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, December 6, 2022.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 20, 2022
Submitting Department: City Clerk
Staff Recommendations: None

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

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

Agenda Wording:

Consideration and action to approve a request by Applicant, Fernando Gonzales Ruiz for a Series 12 (New Application - Restaurant #209950) liquor license for BURROS & FRIES located at 13455 N. Prasada Parkway, Surprise, AZ. 85388.

Motion:

I move to approve a request by Applicant, Fernando Gonzales Ruiz for a Series 12 (New Application - Restaurant #209950) liquor license for BURROS & FRIES located at 13455 N. Prasada Parkway, Surprise, AZ. 85388.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. BURROS & FRIES - 13544 N Prasada Pkwy - REPORT
 2. BURROS & FRIES MAP - 13544 N Prasada Pkwy MAP
 3. Finance Report Burros and Fries
 4. Fire 13544 N Prasada Pkwy Ste 101 Burros and Fries Liquor License
 5. Police Burros & Fries rev
 6. ADLLC REPORT
-



COMMUNITY DEVELOPMENT DEPARTMENT

Date: November 28, 2022
To: Sherry Aguilar, City Clerk
From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

Fernando Gonzales Ruiz/Applicant
Burros & Fries
13544 N. Prasada Parkway #101
Surprise, Arizona 85388
Series 12 (New Application - Restaurant)- Application # 209950

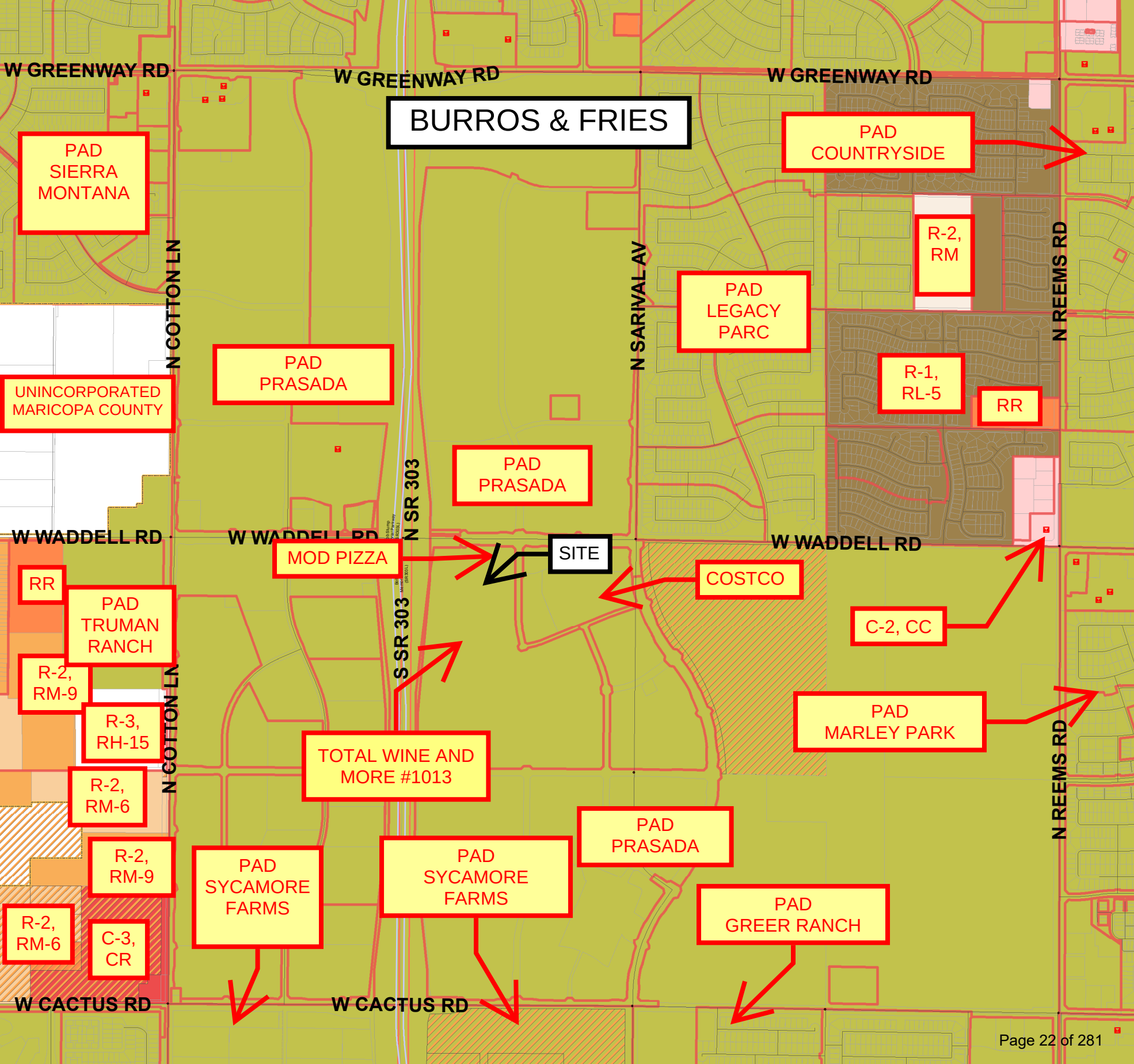
The number and series of licenses in close proximity to the subject site are:

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.
18. MOD Pizza (Series 12) – 13668 N. Prasada Pkwy. # 100

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.



BURROS & FRIES

PAD
SIERRA
MONTANA

PAD
COUNTRYSIDE

R-2,
RM

PAD
LEGACY
PARC

R-1,
RL-5

RR

PAD
PRASADA

PAD
PRASADA

UNINCORPORATED
MARICOPA COUNTY

MOD PIZZA

SITE

COSTCO

C-2, CC

RR

PAD
TRUMAN
RANCH

R-2,
RM-9

R-3,
RH-15

R-2,
RM-6

R-2,
RM-9

R-2,
RM-6

C-3,
CR

TOTAL WINE AND
MORE #1013

PAD
SYCAMORE
FARMS

PAD
SYCAMORE
FARMS

PAD
PRASADA

PAD
GREER RANCH

PAD
MARLEY PARK

N REEMS RD

N COTTON LN

S SR 303

N SARVAL AV

N REEMS RD

N COTTON LN

W GREENWAY RD

W GREENWAY RD

W CACTUS RD

W CACTUS RD

W WADDELL RD

W WADDELL RD



MEMO

Date: 12/2/2022

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

From: Annie Vazquez

RE: Liquor License Application – Burros & Fries - 13544 N Prasada Parkway

Business License Status:

- ☒ Application link emailed on 12/2/22 .
- ☐ 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



November 16, 2022

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Burros and Fries
13544 N Prasada Pkwy, #101
Surprise, AZ 85388

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

If you have any questions feel free to contact me.

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

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

REFERENCE:

DATE: December 5, 2022

APPLICATION NUMBER - 209950
Series #12 – New License

APPLICANT:

BURROS & FRIES

13554 N. Prasada Parkway, #101
Surprise, Arizona 85388

FINDINGS:

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

Burros & Fries is a new fast casual restaurant, under construction, serving Mexican food dishes. There is proposed seating for 60 persons. The potential market should be customers of all ages from Surprise and the general area. There is no separate bar in the restaurant and no live entertainment planned, although there are four televisions planned within the restaurant. Burros & Fries is projected to open in January 2023.

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

The scheduled hours of operation for this location are from 7 AM to 11 PM every day, and possibly until midnight on Friday and Saturday nights. There are currently a wide variety of other businesses being constructed in this growing commercial/retail area and some that have opened. Some of them include a Black Rock Coffee, and other fast-food restaurants. There is also an 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 Burros & Fries, per state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059

State of Arizona
Department of Liquor Licenses and Control

Created 11/29/2022 @ 01:42:06 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	BURROS & FRIES		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
* Location:	13544 N PRASADA PARKWAY #101 SURPRISE, AZ 85388 USA		
Mailing Address:	13544 N PRASADA PARKWAY #101 SURPRISE, AZ 85388 USA		
Phone:	(619)888-6394		
Alt. Phone:			
Email:	FER@BURROSANDFRIES.COM		

AGENT

Name:	FERNANDO GONZALEZ RUIZ
Gender:	Male
Correspondence Address:	13455 N PRASADA PARKWAY #10 SURPRISE, AZ 85388 USA
Phone:	(619)888-6394
Alt. Phone:	
Email:	FER@BURROSANDFRIES.COM

OWNER

APPROVED

Burros & Fries
Job # 209950

CSR:

Amount:

123 NOV 23 08:14 PM '17



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

DLIC USE ONLY

Job #: 209950

Date Accepted:

CSR:

License Number:

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

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

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: Ruiz Fernando Gonzales Birth Date: ____/____/____
Last First Middle (NOT a public record)

3. Social Security #: _____ Drivers License #: _____ State Issued: _____

4. Place of birth: _____ Height: _____ Weight: _____ Eyes: _____ Hair: _____
City State COUNTRY

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

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

7. Daytime telephone number: _____ Email address: _____

8. Premises Name: _____ Business Phone: ____/____/____ manicopa

* 9. Premises Address: 13544 N Prasad ParkWay #101 Surprise Az 85388
Street (do not use PO Box) City State County Zip

7/21/2022

Page 1 of 2
Individuals requiring ADA accommodations please call (602) 542-2999

Burns & Fries
Job # 209950

State of Arizona
Department of Liquor Licenses and Control

Created 11/10/2022 @ 10:39:04 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	BURROS & FRIES		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:	13544		
Location:	13455 N PRASADA PARKWAY #10 SURPRISE, AZ 85388 USA		
Mailing Address:	13455 N PRASADA PARKWAY #10 SURPRISE, AZ 85388 USA		
Phone:	(619)888-6394		
Alt. Phone:			
Email:	FER@BURROSANDFRIES.COM		

AGENT

Name:	FERNANDO GONZALEZ RUIZ
Gender:	Male 544
Correspondence Address:	13455 N PRASADA PARKWAY #10 SURPRISE, AZ 85388 USA
Phone:	(619)888-6394
Alt. Phone:	
Email:	FER@BURROSANDFRIES.COM

OWNER

Name: BURROS & FRIES GLENDALE INC
Contact Name: FERNANDO GONZALEZ RUIZ
Type: CORPORATION
AZ CC File Number: 23236315 State of Incorporation: AZ
Incorporation Date: 07/09/2021
Correspondence Address: 567 TELEGRAPH CANYON ROAD
CHULA VISTA, CA 91910
USA
Phone: (619)888-6394
Alt. Phone:
Email: FER@BURROSANDFRIES.COM

Officers / Stockholders

Name:	Title:	% Interest:
FERNANDO GONZALEZ RUIZ	Director	100.00

BURROS & FRIES GLENDALE INC - Director

Name: FERNANDO GONZALEZ RUIZ
Gender: Male
Correspondence Address: 567 TELEGRAPH CANYON ROAD
CHULA VISTA, CA 91910
USA
Phone: (619)888-6394
Alt. Phone:
Email: FER@BURROSANDFRIES.COM

APPLICATION INFORMATION

Application Number: 209950
Application Type: New Application
Created Date: 09/14/2022

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?
No
- 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.
None

- 6) Are there walk-up or drive-through windows on the premises?
Yes
- 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 1, 2023
- 9) What type of business will this license be used for?
Fast food restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
RECORDS REQUIRED FOR AUDIT	ARIZONA3.pdf	11/01/2022
QUESTIONNAIRE	ARIZONA 1.pdf	11/01/2022
MENU	MENU.pdf	11/01/2022
RESTAURANT OPERATION PLAN	ARIZONA2.pdf	11/01/2022
DIAGRAM/FLOOR PLAN	Floor.pdf	11/01/2022
	AZ Questionnaire Surprise .pdf	11/08/2022
	Fernando R AS.pdf	11/08/2022
	Fernando R DL.jpeg	11/08/2022
	AZ Operation Plan Surprise.pdf	11/08/2022
	Floor.pdf	11/08/2022



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 20, 2022 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Consideration and action pertaining to approval of the Final Plat entitled, “Windstone Ranch Phase 1” and received on September 19, 2022, a property generally located at the northeast corner of Happy Valley Road and 151st Avenue; Case FS21-1007.

Motion:

I move to approve the Final Plat entitled, “Windstone Ranch Phase 1”.

Background:

The subject property encompasses approximately 60 acres of vacant land which includes a portion of the Tierra Verde East PAD and Windstone Ranch (RM-9 PUD). However, FS21-1007 is a request by Michael Park of Atwell for the approval of Phase 1 of the Windstone Ranch Final Plat. Phase I of Windstone Ranch Final Plat consists of the development of approximately 29.14 acres resulting in 104 single family residential lots and a density of 3.56 DU/AC.

Objective Analysis:

The subject Final Plat meets the requirements of the Tierra Verde PAD and the Windstone Ranch PUD, in addition to other requirements as set forth in the municipal code. All city reviewing departments have reviewed the request and offered 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 in a suburban neighborhood. At 3.56 DU/Ac, the project 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 associated with this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS21-1007 Windstone Ranch Phase I Final Plat - Staff Report
 2. 01 - FS21-1007 Windstone Ranch Ph I - Vicinity Map
 3. 02 - FS21-1007 Windstone Ranch Ph I - Zoning Map
 4. 03 - FS21-1007_4_19000032_Windstone Ph1_Final Plat_2022-12-05
 5. 04 - FS21-1007 Windstone Ranch Ph I Final Plat - Landscape Plan
 6. 05 - FS21-1007 Windstone Ranch Ph I Final Plat - Luke AFB Letter
 7. FS21-1007 Windstone Ranch Phase I Final Plat - Powerpoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS21-1007

Project Name: Windstone Ranch Phase I - Final Plat

Council District: 1 - Acacia

City Council Date: December 20, 2022

Planner: Chris Sexton, Planner II

Owner: Lennar Arizona Construction Inc.

Applicant: Michael Park with Atwell, LLC

Request: Final Plat for a 104-lot single-family residential subdivision

Site Location: Generally located north of Happy Valley Road and east of 151st Avenue

Site Size: 29.14 acres (approx.) Phase 1

Density: 3.56 DU/AC

General Plan

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

Findings:

- The proposed Final Plat is consistent with the Tierra Verde East PAD and RM-9 PUD (Windstone Ranch) zoning districts.
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS20-596.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

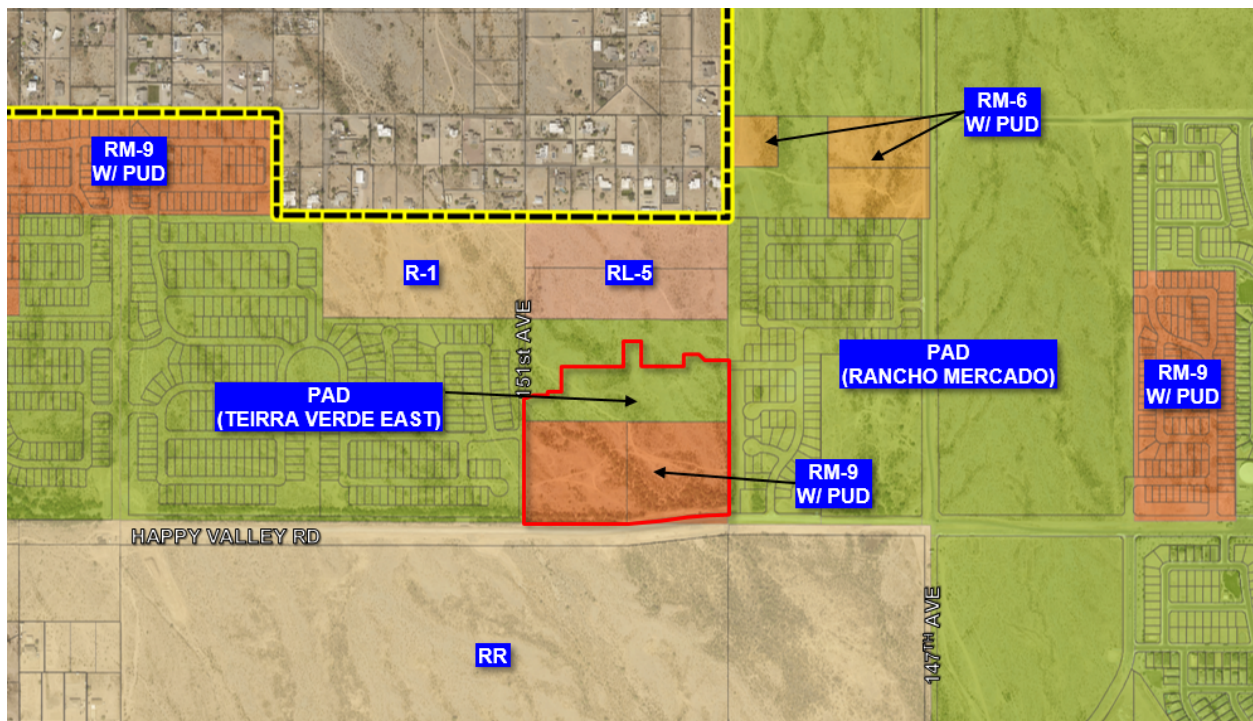
Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.
Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

PROJECT DESCRIPTION:

The subject property overall encompasses approximately 60 acres of vacant land which includes a portion of the Tierra Verde East PAD, and Windstone Ranch (RM-9 PUD). However, FS21-1007 is a request by Michael Park of Atwell for the approval of Phase 1 of the Windstone Ranch Final Plat. Phase I of Windstone Ranch Final Plat consists of the development of approximately 29.14 acres resulting in 104 single family residential lots and a density of 3.56 DU/AC.

SURROUNDING LAND ZONING:

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



R-1 (Single-family residential)	RL-5 PUD (Saddlehorn Ranch)	Rancho Mercado PAD (R1-8 RUPD)
Tierra Verde East PAD (LDR)	Tierra Verde East PAD (LDR) RM-9 PUD(Windstone Ranch)	Rancho Mercado PAD (R1-8 RUPD)
Rural Residential (RR)	Rural Residential (RR)	Rancho Mercado PAD (R1-8 RUPD)

59 **BACKGROUND:**

60
61 **March 23, 2006:** A portion of the subject property was added to the Tierra Verde East PAD
62 as part of a rezoning application (Case PADA06-455) and rezoned from R1-43 to Planned
63 Area Development (PAD) under Ordinance 07-50.

64
65 **April 2, 2019:** A portion of the subject property (Saddlehorn Ranch) was annexed under
66 Ordinance 2019-08 and rezoned from RR to RL-5 PUD under Ordinance 2019-05.

67
68 **May 5, 2020:** A portion of the subject property (Windstone Ranch) rezoned from RR to RM-9
69 PUD under Ordinance 2020-11.

70
71 **July 15, 2021:** The Planning and Zoning Commission passed a motion to recommend
72 approval of the preliminary plat to the Mayor and City Council under case FS20-596.

73
74 **August 17, 2021:** The Mayor and City Council approved the preliminary plat, under case
75 FS20-596.

76
77 **December 16, 2021:** The applicant applied for the final plat under case FS21-1007.

78
79 **ANALYSIS AND DISCUSSION:**

80
81 The subject request involves three (3) parcels within the Windstone Ranch PUD and
82 Tierra Verde East PAD designated as single-family residential. The proposed lots for
83 Phase 1 will be a range from a minimum 45' to 60' lot width and will range from 110' and
84 115' in lot depth. There are a total of 104 lots over approximately 29 acres for a density
85 of 3.56 DU/Ac.

86
87 ***Access***

88
89 Access to the project will be from Happy Valley Road via 151st Avenue located along the
90 westerly portion of the site where there is one access point to serve Phase 1. In addition, a
91 second access point will be from Bronco Trail to the east through Rancho Mercado.

92
93 ***Open Space & Landscaping***

94
95 The applicant, overall, proposes 10.4 acres (34.4%) of open space, exceeding the
96 minimum 20% requirement of the (SUDC) comprising of 7.3 acres of active open space
97 and 3.1 acres of passive open space.

99 **Amenities**

100
101 The Final Plat will include the development of three (3) neighborhood parks with large
102 amenities along a crisscross open space corridor trail that balances active and passive open
103 space tracts, all to be maintained by the Homeowners Association. The primary amenity
104 areas conform to SUDC 122-137(o) including a ramada, seating areas, and tot lot area.
105 The local trail system will connect to the trail system in the adjacent Rancho Mercado and
106 Tierra Verde East parcels.

107
108 **Walls**

109
110 Primary Theme Walls will consist of 6' high smooth-face CMU panels with a split-face cap,
111 punctuated by stone-veneer columns. View walls will consist of 4'6" wrought iron fence atop
112 dooley walls and 6' dooley walls around the trails system internal to the site.

113
114 **Utility and Services Table:**

115

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

116
117 **Conformance with Adopted Plans:**

118
119 The Surprise General Plan 2035 shows the property lying within the Neighborhood
120 Character Area, which supports residential development up to 8 DU/Ac or more.

121
122 **Reviewing Agencies:**

123
124 In addition to the standard city reviewing agencies, Maricopa County, Arizona Department of
125 Transportation, Maricopa Water District, and Luke AFB were included in the routing of this
126 request, who have indicated no objections to the request.

127
128 **Summary:**

129
130 The applicant seeks a Final Plat across the subject property. The proposed development is
131 compatible with the neighboring land uses and the amenities included will provide
132 recreational opportunities for the neighborhood residents.

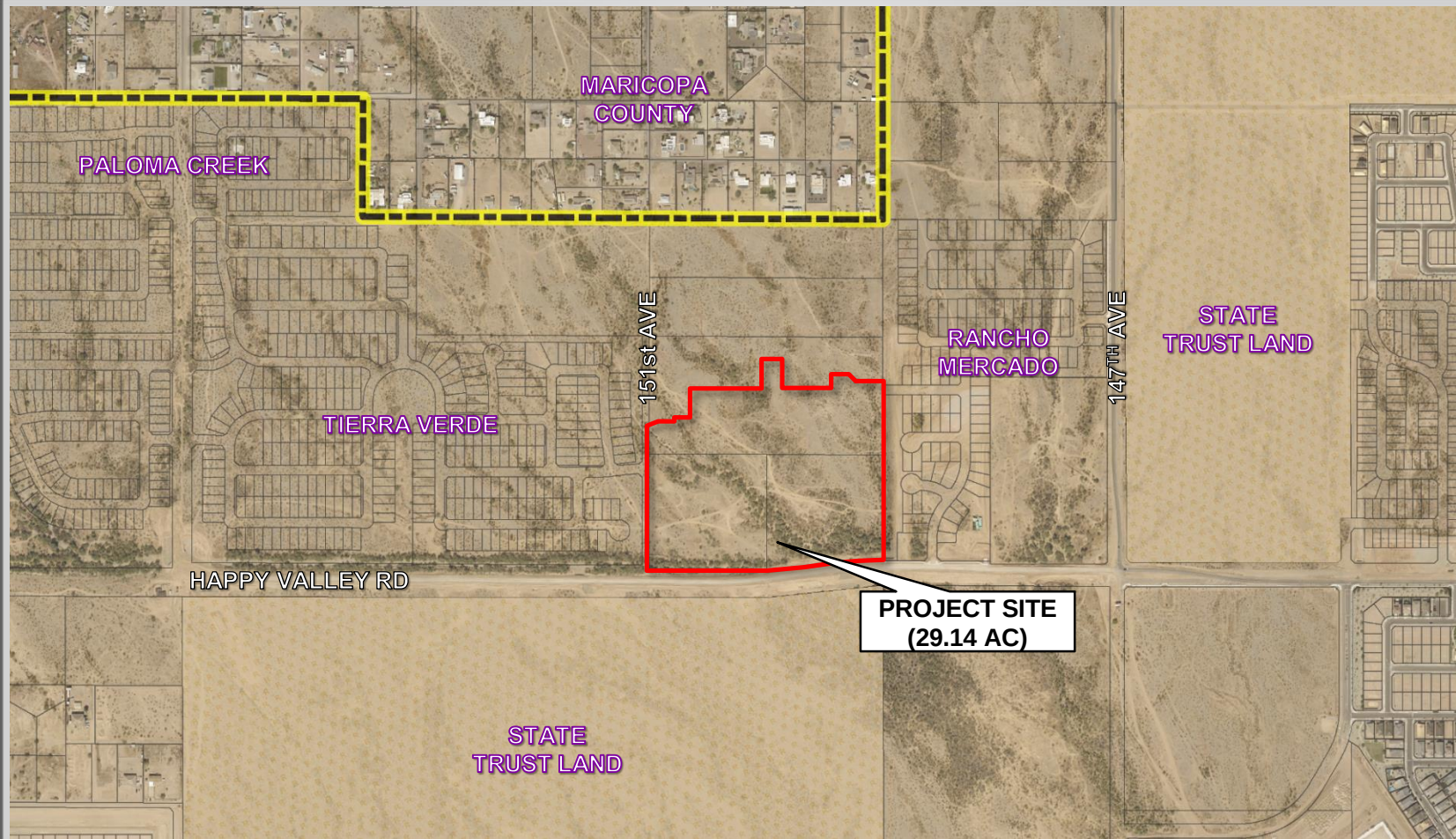
133
134 **Findings:**

- 135
- 136 • The proposed Final Plat is consistent with the Tierra Verde East PAD and Ranch
 - 137 PUD zoning districts.
 - 138 • The proposed Final Plat is consistent with the Preliminary Plat approved under case
 - 139 FS20-596.
 - 140 • The proposed Final Plat is consistent with the applicable City of Surprise regulations.

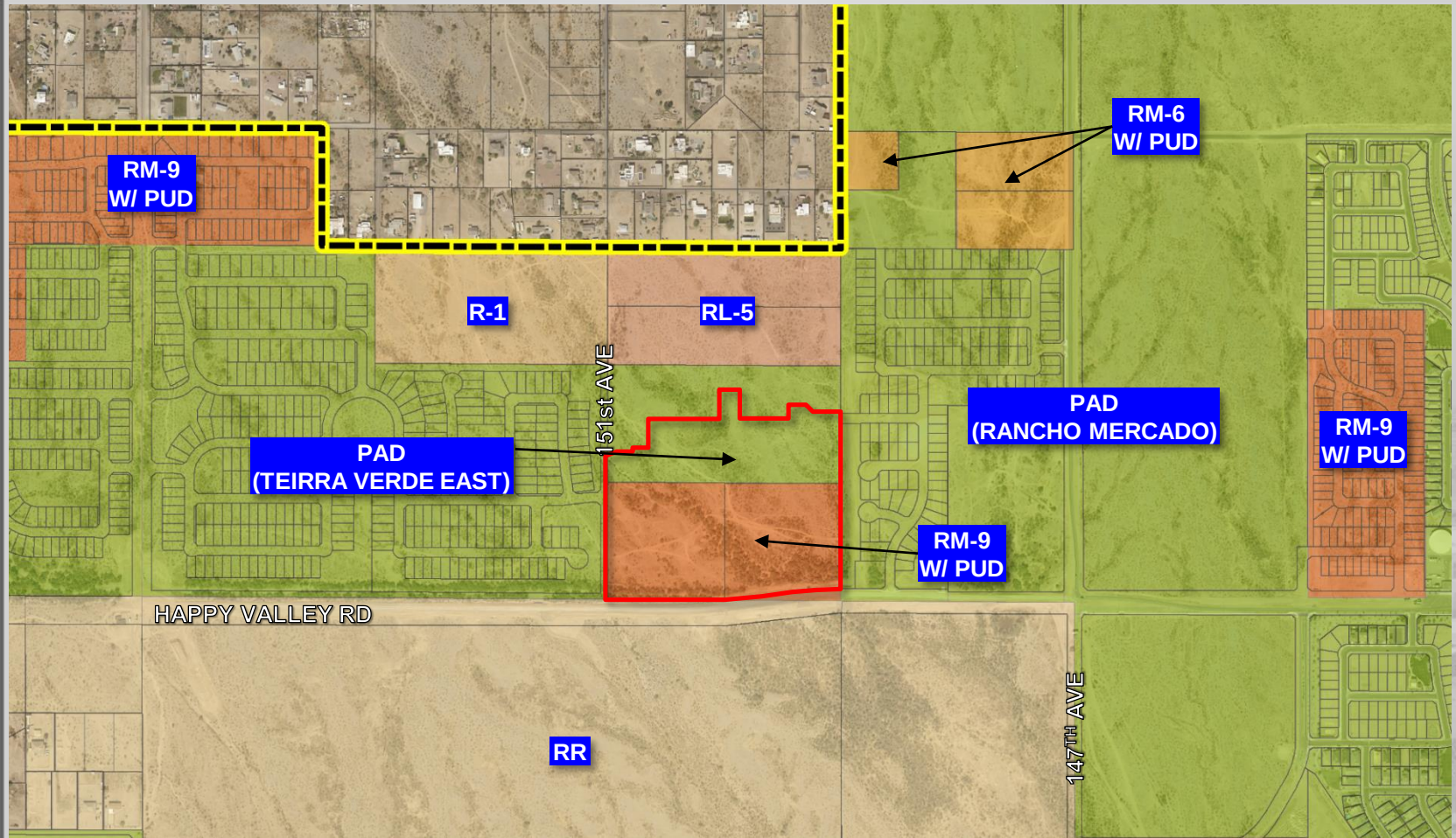
- The reviewing agencies have indicated no objections to the request.

Attachments:

- 01 Vicinity Map
- 02 Zoning Map
- 03 Final Plat
- 04 Final Landscape Plan
- 05 Luke AFB comments



FS21-1007 VICINITY MAP



FS21-1007 ZONING MAP

K:\1900032 - WINDSTONE\DWG\SURVE\PHASE 1\1900032 WINDSTONE PH1.FPDWG SAVEDATE:11/23/2022 9:58 AM PLOTDATE:11/23/2022 9:59 AM
K:\1900032 - WINDSTONE\DWG\SURVE\PHASE 1\1900032 WINDSTONE PH1.FPDWG SAVEDATE:11/23/2022 9:58 AM PLOTDATE:11/23/2022 9:59 AM
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DEDICATION

STATE OF ARIZONA: } SS
COUNTY OF MARICOPA: }

KNOW ALL PERSONS BY THESE PRESENTS:

- THAT R-HEARTHSTONE LOT OPTION POOL 04, L.P., HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "WINDSTONE RANCH PHASE 1", LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND DOES HEREBY DECLARE THAT THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS 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 FINAL PLAT.
- OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE FINAL PLAT.
- 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 EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS
- OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS FINAL PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.
- OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS FINAL 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 FACILITY.
- THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS FINAL PLAT OR ANY PARCEL THEREOF.
- OWNER HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS FINAL PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT, HAS CONSENTED TO OR JOINED IN THIS FINAL PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.
- 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.
- THE VEHICULAR NON ACCESS EASEMENTS "VNAE" ARE HEREBY DEDICATED TO THE WINDSTONE RANCH COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND IS INTENDED TO PREVENT VEHICULAR TRAFFIC BETWEEN TRACTS AND LOTS WITH THE EXCEPTION OF PUBLIC UTILITY USES. SAID "VNAE" AS DEDICATED HEREON WILL CROSS PUBLIC UTILITY EASEMENTS "PUE" ALSO GRANTED HEREON, IN MULTIPLE LOCATIONS. THESE "VNAE" ARE NOT INTENDED TO PREVENT AUTHORIZED AGENTS OF THE PUBLIC UTILITY COMPANIES FROM CROSSING SAID "VNAE" DURING THE COURSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR OF THE UTILITIES LOCATED IN SAID PUBLIC UTILITY EASEMENT "PUE".
- ALL TRACTS ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE WINDSTONE RANCH COMMUNITY ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
- TRACTS PLATTED HEREON ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS FINAL PLAT AND SHALL BE MAINTAINED BY WINDSTONE RANCH COMMUNITY ASSOCIATION.
- OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE FINAL 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.
- OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE FINAL PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.
- OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL 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 PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON-MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.
- OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS PARTNERSHIP NAME TO BE SIGNED, AND ITS PARTNERSHIP SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 20 DAY OF NOVEMBER, 2022.

R-HEARTHSTONE LOT OPTION POOL 04, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: R-HEARTHSTONE PBLQJV GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY
GENERAL PARTNER

BY: Steven C. Porath
STEVEN C. PORATH, AUTHORIZED PERSON

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

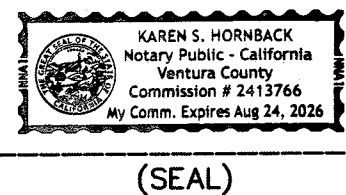
ON November 20, 2022, BEFORE ME, Karen S. Hornback, Notary Public

PERSONALLY APPEARED Steven C. Porath, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL.

Karen S. Hornback
SIGNATURE



(SEAL)

FINAL PLAT OF WINDSTONE RANCH "PHASE 1"

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 4 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

100 YEAR ASSURED WATER SUPPLY LANGUAGE

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.

WINDSTONE RANCH COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, Katie Voigt, DULY ELECTED PRESIDENT OF THE WINDSTONE RANCH COMMUNITY ASSOCIATION ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: Katie Voigt ITS President

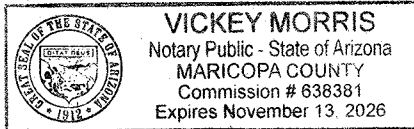
NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

ON THIS 29th DAY OF November, 2022, Katie Voigt PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE President OF THE WINDSTONE RANCH COMMUNITY ASSOCIATION, AND THAT HE/SHE, AS President, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: Vickey Morris MY COMMISSION EXPIRES 11/13/2026
NOTARY PUBLIC DATE



APPROVALS

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 _____

AREA CALCULATIONS

TRACTS	454,838 SQ.FT.	10.44 AC
LOTS = 104	547,476 SQ.FT.	12.57 AC
RIGHT OF WAY	266,865 SQ.FT.	6.13 AC
TOTAL	1,269,179 SQ.FT.	29.14 AC

SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP, LEGAL DESCRIPTION	2
PLAT SHEETS	3-6

PUBLIC NOTICE

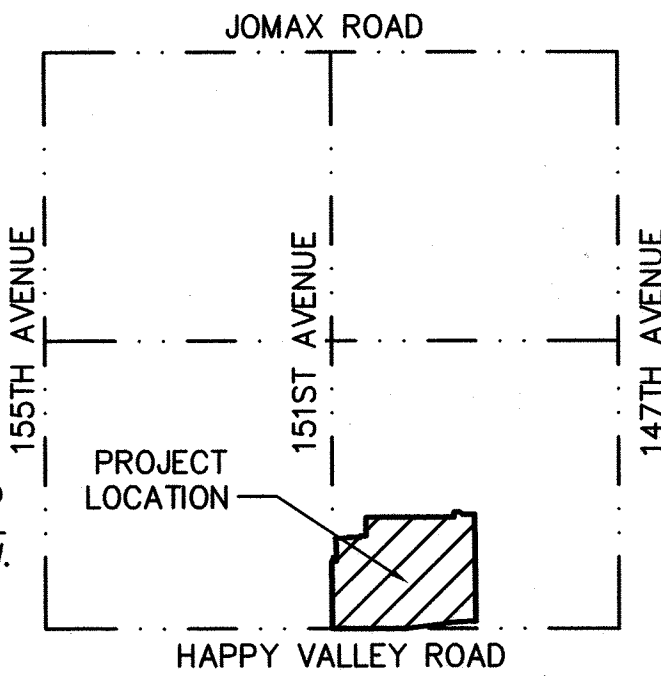
THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT 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.

OWNER

R-HEARTHSTONE LOT OPTION POOL 04, L.P.,
23975 PARK SORRENTO
SUITE 220
CALABASAS, CA 91302
PHONE: 818-385-3697
CONTACT: STEVEN C. PORATH

VICINITY MAP

SECTION 5, T.4N., R.1W.



RELEASE OF LIABILITY

- R-HEARTHSTONE LOT OPTION POOL 04, L.P., 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.
- THE CITY OF SURPRISE AGREES TO INDEMNIFY R-HEARTHSTONE LOT OPTION POOL 04, L.P., ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM THE NEGLIGENT, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENT CONDUCT OF R-HEARTHSTONE LOT OPTION POOL 04, L.P., ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.
- R-HEARTHSTONE LOT OPTION POOL 04, L.P., 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.
- R-HEARTHSTONE LOT OPTION POOL 04, L.P., OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE 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.

GENERAL NOTES

- IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS FINAL PLAT ARE IN CONFORMANCE WITH THE CITY OF 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.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- HAPPY VALLEY ROAD WILL BECOME A 6 LANE MAJOR ARTERIAL AT SOME FUTURE POINT.
- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY OF 2000 GPM @ 2 HOURS @ 20 PSI RESIDUAL.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS20-596.
- A PORTION OF THE PROPERTY IS LOCATED WITHIN THE AREA HAVING FLOOD ZONES "X", "A" AND "AE", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS NO. 04013C1210L AND NO. 04013C1230L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THE 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.
- DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE CASE FS18-249 & FS19-263 OR AS SUBSEQUENTLY AMENDED.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

BASIS OF BEARING

THE WEST-EAST, MID-SECTION LINE OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN WHICH BEARS S89°46'48"E A DISTANCE OF 5255.54' THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DV0080 & AJ3867. PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.00013766895 AND VERIFIED AGAINST GDACS BOOK 834, PG 1. HORIZONTAL ERROR = (0.04') ANGLE ERROR = (0°00'01")

SURVEYOR'S CERTIFICATION

I, JAMES G. SPRING, PLS 22282, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF SIX SHEETS REPRESENTS A SURVEY PREPARED UNDER MY SUPERVISION DURING THE MONTH OF NOVEMBER, 2022; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 EAST SOUTHERN AVENUE
MESA, ARIZONA 85206



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.

FS21-1007

866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

COUNTY: MARICOPA
SECTION: 5
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
WINDSTONE RANCH
"PHASE 1"
CITY OF SURPRISE, ARIZONA

NOVEMBER 2022

11-01-2022

REVISIONS:

PM. J. SPRING
DR. R. GILES
JOB NO. 19000032
N.T.S.

1900032 WINDSTONE PH1.FPDWG
SHEET NO. 1 OF 6

LEGAL DESCRIPTION

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

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PK NAIL WITH TAG PLS 22282, ACCEPTED AS THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST FROM WHICH A FOUND PK NAIL WITH TAG STAMPED PLS 22282, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N00°07'05"W A DISTANCE OF 2645.63 FEET;

THENCE, ALONG THE EAST LINE OF SAID SECTION 5, N00°07'05"W A DISTANCE OF 1064.37 FEET;

THENCE, LEAVING THE EAST LINE OF SAID SECTION 5, S89°52'55"W A DISTANCE OF 1312.02 FEET TO THE POINT OF BEGINNING;

THENCE, S00°02'31"E A DISTANCE OF 984.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 258.44 FEET, WITH A RADIUS OF 1968.00 FEET AND THE RADIAL BEARING OF S00°22'12"W AND A CENTRAL ANGLE OF 07°31'27";

THENCE, S82°50'45"W A DISTANCE OF 388.63 FEET;

THENCE, N89°36'55"W A DISTANCE OF 670.00 FEET;

THENCE, N00°01'59"E A DISTANCE OF 620.95 FEET;

THENCE, S89°58'01"E A DISTANCE OF 40.00 FEET;

THENCE, N00°01'59"E A DISTANCE OF 45.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 164.25 FEET, WITH A RADIUS OF 1800.00 FEET AND A CENTRAL ANGLE OF 05°13'42";

THENCE, N84°48'17"E A DISTANCE OF 106.53 FEET;

THENCE, S89°39'09"E A DISTANCE OF 120.00 FEET;

THENCE, N00°20'51"E A DISTANCE OF 14.87 FEET;

THENCE, S89°39'09"E A DISTANCE OF 55.00 FEET;

THENCE, N00°20'51"E A DISTANCE OF 170.63 FEET;

THENCE, S89°39'09"E A DISTANCE OF 431.00 FEET;

THENCE, N00°20'51"E A DISTANCE OF 120.00 FEET;

THENCE, S89°39'09"E A DISTANCE OF 64.00 FEET;

THENCE, S00°20'51"W A DISTANCE OF 120.00 FEET;

THENCE, S89°39'09"E A DISTANCE OF 311.00 FEET;

THENCE, N00°20'51"E A DISTANCE OF 44.80 FEET;

THENCE, S89°39'09"E A DISTANCE OF 55.00 FEET;

THENCE, S44°53'07"E A DISTANCE OF 28.17 FEET;

THENCE, N89°52'55"E A DISTANCE OF 116.33 FEET TO THE POINT OF BEGINNING.

LEGEND

---	SUBDIVISION BOUNDARY
---	RIGHT OF WAY LINE
---	EXISTING RIGHT OF WAY LINE
---	CENTERLINE
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE
---	SECTION LINE
---	ALIQUOT SECTION LINE
△	SUBDIVISION CORNER TO BE SET
○	FOUND MONUMENT AS NOTED
●	CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
①	30'x30' SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
M.O.D.	MAP OF DEDICATION
M.C.R.	MARICOPA COUNTY RECORDER
R/W	RIGHT-OF-WAY
FBSL	FRONT BUILDING SETBACK LINE
D	DELTA
C1	CURVE TABLE NUMBER
L1	LINE TABLE NUMBER
Ⓡ	RADIAL BEARING
FP	FINAL PLAT
DOC.	DOCUMENT

ANG PT SEC 5, T.4N., R.1W.
NOTHING FOUND, NOTHING SET
CALCULATED POSITION

N1/4 COR. SEC 5, T.4N., R.1W.
FND ALUMINUM CAP FLUSH STAMPED
MARICOPA COUNTY T.5N., R.1W. S5
CC 1/4 2004 RLS 35832

S89°52'34"E 2620.47'
2532.24'

S89°59'40"W 82.55'
ANG PT SEC 5, T.4N., R.1W.
NOTHING FOUND, NOTHING SET
CALCULATED POSITION
NE COR. SEC 5, T.4N., R.1W.
FND GLO MONUMENT IN
HANDHOLE IN HANDHOLE
STAMPED S5 S4 T.4N., R.1W. 1922

E1/4 COR. SEC 5, T.4N., R.1W.
SET PK NAIL WITH WASHER STAMPED
PLS 22282

CENTER SEC 5, T.4N., R.1W.
FND BRASS CAP FLUSH STAMPED
LS 9753

FND 1/2" REBAR WITH
YELLOW PLASTIC CAP
ILLEGIBLE

TIERRA VERDE EAST
PHASE 2
BK 1566, PG 24, M.C.R.

TIERRA VERDE EAST
PHASE 2
BK 1566, PG 24, M.C.R.

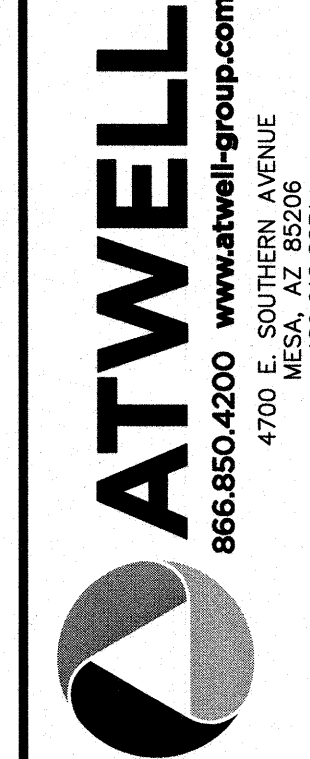
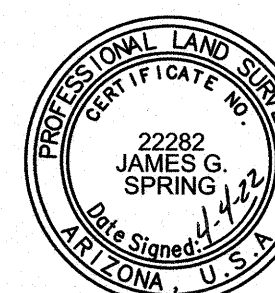
S1/4 COR. SEC 5, T.4N., R.1W.
FND ALUMINUM CAP IN HANDHOLE
STAMPED 1/4 5/8 2003 LS 35832

TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGES
TRACT H	29,610	0.68	DRAINAGE, OPEN SPACE AND PUBLIC UTILITY EASEMENT
TRACT J	81,085	1.86	RETENTION, OPEN SPACE, AMENITIES AND PUBLIC UTILITY EASEMENT, PUBLIC TRAIL EASEMENT
TRACT K	38,732	0.89	RETENTION, OPEN SPACE, PUBLIC UTILITY EASEMENT AND PUBLIC TRAIL EASEMENT
TRACT L	2,636	0.06	OPEN SPACE AND PUBLIC UTILITY EASEMENT
TRACT M	7,700	0.18	OPEN SPACE, AMENITIES AND PUBLIC UTILITY EASEMENT
TRACT N	10,782	0.25	RETENTION, OPEN SPACE, AND PUBLIC UTILITY EASEMENT
TRACT O	1,700	0.04	OPEN SPACE AND PUBLIC UTILITY EASEMENT
TRACT P	11,687	0.27	RETENTION, OPEN SPACE, AMENITIES AND PUBLIC UTILITY EASEMENT
TRACT Q	1,800	0.04	OPEN SPACE, AND PUBLIC UTILITY EASEMENT
TRACT R	268,914	6.17	DRAINAGE, RETENTION, OPEN SPACE, AMENITIES AND PUBLIC UTILITY EASEMENT
TOTAL	454,838	10.44	

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S82°50'45"W	388.63'
L2	S89°58'01"E	40.00'
L3	N00°01'59"E	45.13'
L4	N84°48'17"E	106.53'
L5	S89°39'09"E	120.00'
L6	N00°20'51"E	14.87'
L7	S89°39'09"E	55.00'
L8	N00°20'51"E	170.63'
L9	N00°20'51"E	120.00'
L10	S89°39'09"E	64.00'
L11	S00°20'51"W	120.00'
L12	N00°20'51"E	44.80'
L13	S89°39'09"E	55.00'
L14	S44°53'07"E	28.17'
L15	N89°52'55"E	116.33'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	258.44'	1968.00'	007°31'27"
C2	164.25'	1800.00'	005°13'42"

OPEN SPACE TABLE		
TYPE	ACREAGE	PERCENTAGE OF TOTAL OPEN SPACE
ACTIVE	3.15	30.17%
PASSIVE	7.29	69.83%
TOTAL	10.44	100%
% OF TOTAL OPEN SPACE IN PLAT		35.83%

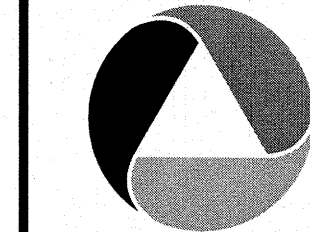


COUNTY: MARICOPA
SECTION: 5
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
WINDSTONE RANCH
"PHASE 1"
CITY OF SURPRISE, ARIZONA

APRIL 2022

REVISIONS:



PM. J. SPRING
DR. R. GILES
JOB NO.
19000032

SCALE 0 50 100
1" = 100 FEET

19000032 WINDSTONE PH1.FP.DWG

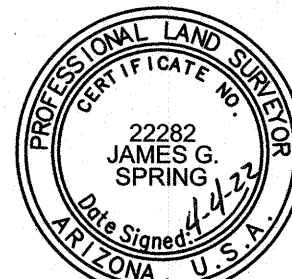
SHEET
NO.
2 OF 6

FS21-1007

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C36	111.43'	422.95'	015°05'45"
C37	143.37'	284.48'	028°52'35"
C38	196.46'	347.27'	032°24'53"
C39	99.58'	170.14'	033°32'03"
C44	95.02'	162.31'	033°32'37"
C45	200.97'	355.27'	032°24'44"
C46	139.31'	276.48'	028°52'07"
C47	113.52'	430.95'	015°05'35"

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S00°20'51"W	14.87'	L10	N46°43'19"W	27.50'
L2	N89°39'09"W	55.00'	L11	N89°58'01"W	40.00'
L3	N44°38'35"W	28.29'	L12	S00°01'59"W	45.13'
L4	N45°21'25"E	28.28'	L13	N44°38'35"W	28.29'
L5	N43°13'40"E	29.31'	L14	S45°21'25"W	28.28'
L6	N89°39'09"W	20.67'	L15	S89°38'02"E	112.99'
L7	N47°26'55"W	26.87'	L16	S85°07'09"W	36.65'
L8	S43°46'53"W	28.90'	L17	S83°26'07"E	45.33'
L9	N89°58'01"W	40.07'	L18	N83°50'08"E	45.29'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	109.07'	227.50'	027°28'09"
C2	119.48'	200.00'	034°13'41"
C3	76.21'	172.50'	025°18'45"
C4	114.72'	227.50'	028°53'29"
C5	118.38'	200.00'	033°54'44"
C6	82.09'	172.50'	027°16'01"
C7	64.79'	707.50'	005°14'49"
C8	67.31'	735.00'	005°14'49"
C9	69.83'	762.50'	005°14'49"
C10	89.06'	972.50'	005°14'49"
C11	91.58'	1000.00'	005°14'49"
C12	94.09'	1027.50'	005°14'49"

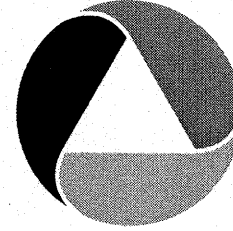


ATWELL
366.950.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206

RANGE: 1 WEST

CITY OF SURPRISE ARIZONA

REVISIONS:



19000032 WINDSTONE PH1 FP.DW

SHEET
NO.

FS21-1007

LINE TABLE		
LINE #	DIRECTION	LENGTH
L46	N89°39'09"W	4.02'
L47	N00°20'51"E	8.00'
L48	S89°39'09"E	4.02'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C40	173.11'	396.00'	025°02'49"
C41	67.34'	404.00'	009°33'01"
C42	66.01'	396.00'	009°33'01"
C43	176.49'	404.00'	025°01'49"

TEMPORARY CONSTRUCTION ESMT PER
DOCUMENT NO'S. 2020-1082439 &
NO. 2020-1082441, M.C.R.
TO BE ABANDONED AT THE
RECORDING OF THIS FINAL PLAT



LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	LOT WIDTH	LOT	AREA SQ FT	AREA ACRES	LOT WIDTH
92	7566	0.174	60.0'	124	4661	0.107	47.1'
93	7566	0.174	60.0'	125	4507	0.103	45.0'
94	7566	0.174	60.0'	126	4522	0.104	45.0'
95	7493	0.172	60.5'	127	4536	0.104	45.0'
96	7628	0.175	61.0'	128	4551	0.104	45.0'
97	7223	0.166	60.0'	129	4565	0.105	45.0'
98	7200	0.165	60.0'	130	4579	0.105	45.0'
99	7800	0.179	65.0'	134	4500	0.103	45.5'
100	7800	0.179	65.0'	135	4500	0.103	45.0'
118	4500	0.103	45.0'	136	4500	0.103	45.0'
119	4500	0.103	45.0'	137	4500	0.103	45.0'
120	4500	0.103	45.0'	138	4500	0.103	45.0'
121	4500	0.103	45.0'	139	4500	0.103	45.0'
122	4500	0.103	45.0'	140	4500	0.103	45.0'
123	4500	0.103	45.0'				

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L19	S00°20'51"W	44.80'	L27	N78°02'21"E	44.32'
L20	N89°39'09"W	55.00'	L28	N56°04'57"W	27.86'
L21	N44°53'07"W	28.17'	L29	N00°21'58"E	121.39'
L22	S89°52'55"W	116.33'	L30	N00°21'58"E	90.00'
L23	S45°31'37"W	28.61'	L31	N45°21'58"E	28.28'
L24	N00°20'51"E	90.45'	L32	S44°38'02"E	28.28'
L25	N11°57'39"W	96.72'	L33	N00°21'58"E	90.00'
L26	N33°03'31"E	28.27'			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C13	91.84'	427.50'	012°18'30"
C14	85.93'	400.00'	012°18'30"
C15	75.47'	372.50'	011°36'30"
C16	76.96'	372.50'	011°50'14"
C17	86.06'	400.00'	012°19'37"
C18	88.79'	427.50'	011°54'00"
C19	58.94'	372.50'	009°03'57"
C20	86.06'	400.00'	012°19'37"
C21	91.98'	427.50'	012°19'37"



ATWELL

866.850.4200 www.atwell-group.com

4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.216.8531

COUNTY: MARICOPA
SECTION: 5
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT

WINDSTONE RANCH
"PHASE 1"

CITY OF SURPRISE, ARIZONA

APRIL 2022

REVISIONS:

PM. J. SPRING
DR. R. GILES
JOB NO.
19000032

SCALE 0 20 40
1" = 40 FEET

19000032 WINDSTONE PH1.FP.DWG
SHEET NO.
4 OF 6



COUNTY: MARICOPA

SECTION: 5

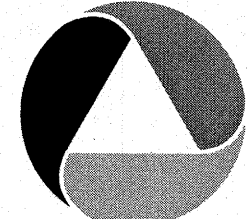
TOWNSHIP: 4 NORTH

RANGE: 1 WEST

FINAL PLAT
WINDSTONE RAN
"PHASE 1"

APRIL 2022

REVISIONS:

**ATWELL**

DR. R. GILES

JOB NO.

19000032

SCALE 0 20

1" 1/2" 1" 2"

1 = 40 FEET

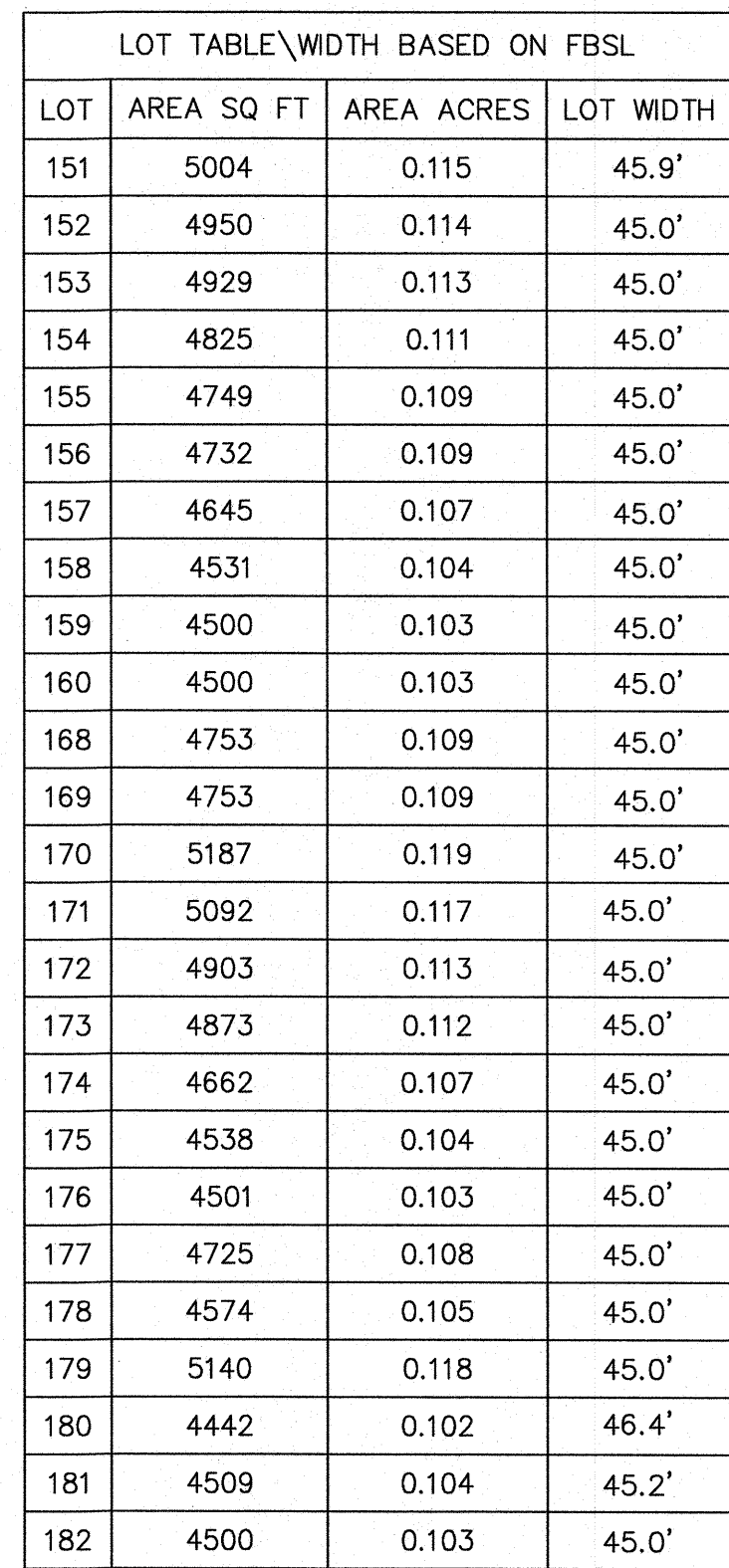
10000070 MILBSTONE DUM. FR. DUM.

19000002 WINSTONE PHT TFDMS

SHEET NO.

5 OF 6

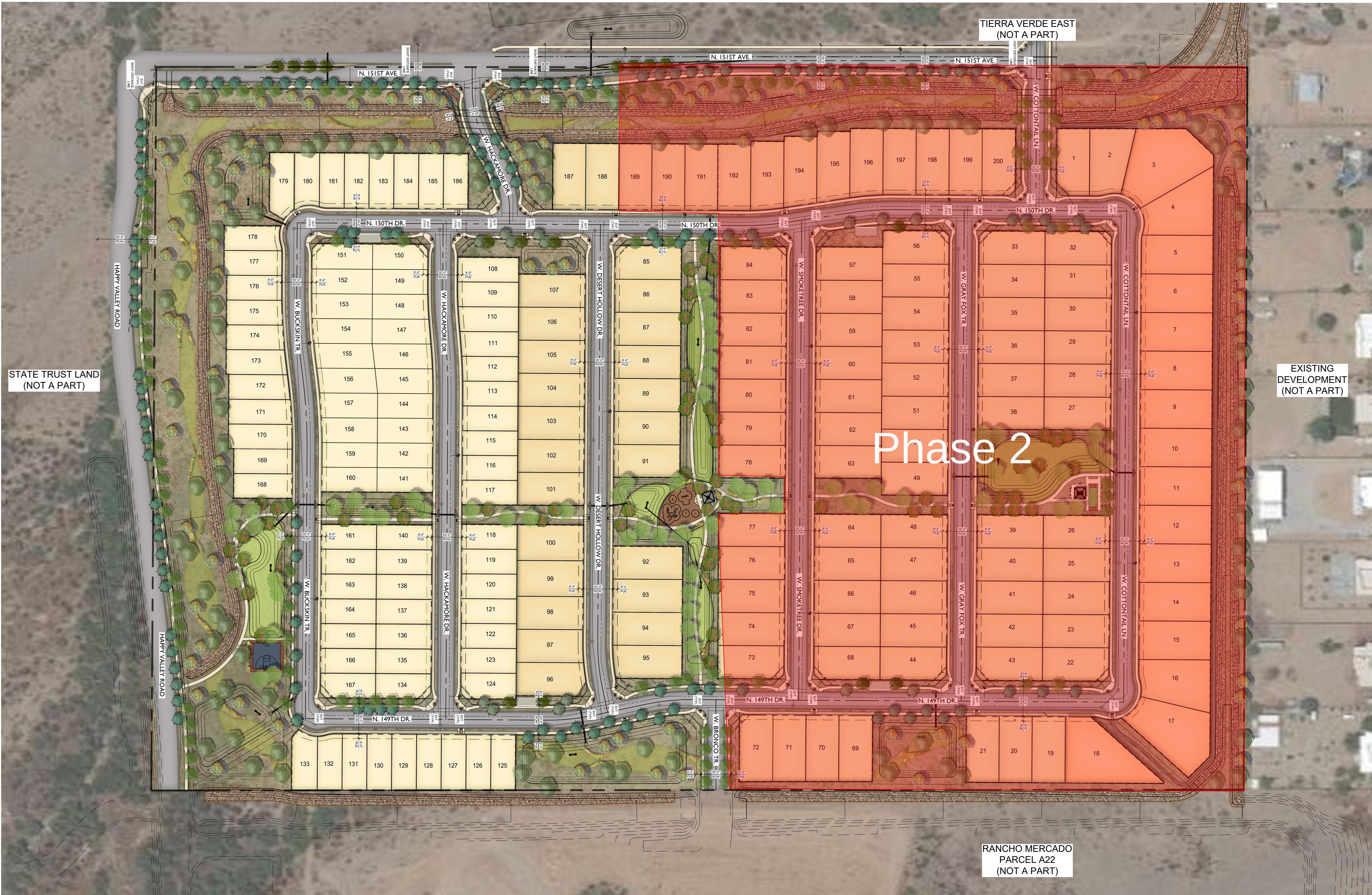
Page 44



LINE TABLE		
LINE #	DIRECTION	LENGTH
L37	N82°50'45"E	26.12'
L38	N83°50'08"E	45.29'
L39	N83°26'07"E	45.33'
L40	N44°38'35"W	28.29'
L41	N30°53'00"E	30.64'
L42	N66°28'32"E	16.08'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C26	134.86'	1027.50'	007°31'13"
C27	131.25'	1000.00'	007°31'13"
C28	127.64'	972.50'	007°31'13"
C29	134.86'	1027.50'	007°31'13"
C30	131.25'	1000.00'	007°31'13"
C31	127.64'	972.50'	007°31'13"
C32	16.65'	55.00'	017°20'29"
C33	119.67'	55.00'	124°39'51"
C34	16.65'	55.00'	017°20'29"
C35	56.54'	36.00'	089°58'52"





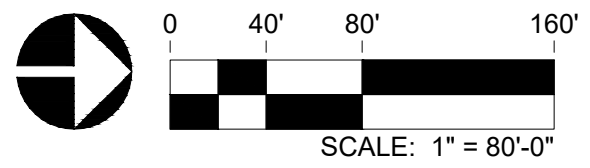
Copyright RVI

Aerial Photography Date:



WINDSTONE RANCH • MASTERPLAN

- 📍 SURPRISE, ARIZONA
- 📅 04/28/2021
- # 20002176
- 👤 KAX GROUP



For illustrative purposes only. Subject to change without notice.

Christina Sexton

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Wednesday, January 5, 2022 8:33 AM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS21-1007 Windstone Ranch Phase 1 - New Digital Submittal 12.16.21
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Nichole,

Thank you for allowing Luke AFB to make comments on the Windstone Ranch Phase 1 Application. The 59-acre site is located in the City of Surprise within the southeast quarter of Section 5, Township 4 north, Range 1 west of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. It is approximately 5.1 miles outside the Aux-1 2004 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

Respectfully,

Mark James

Planning Manager, Community Initiatives Team

Luke AFB AZ 85309

Office: 623-856-9981

DSN: 896-9981

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Thursday, December 16, 2021 12:52 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Greg Welch <greg.welch@surpriseaz.gov>; Ibeth - USPS <lbeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay O'Neil <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Subject: [Non-DoD Source] FS21-1007 Windstone Ranch Phase 1 - New Digital Submittal 12.16.21

Good afternoon,

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

Please feel free to contact us with any questions.

Best regards,

Nichole Flores

Planning Project Coordinator

City of Surprise | Community Development

16000 N Civic Center Plz | Surprise AZ 85374

(623) 222-3244 Direct

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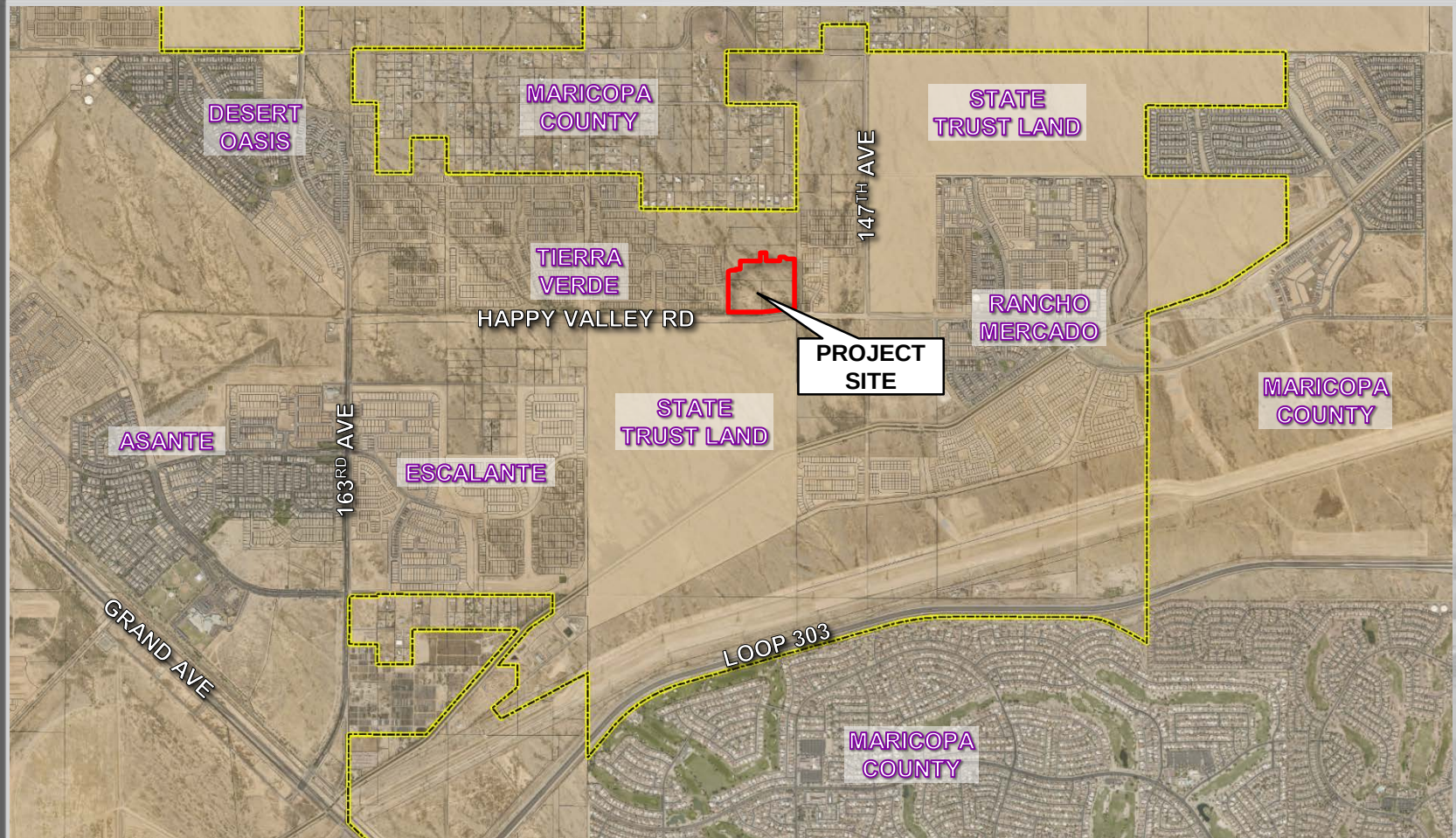
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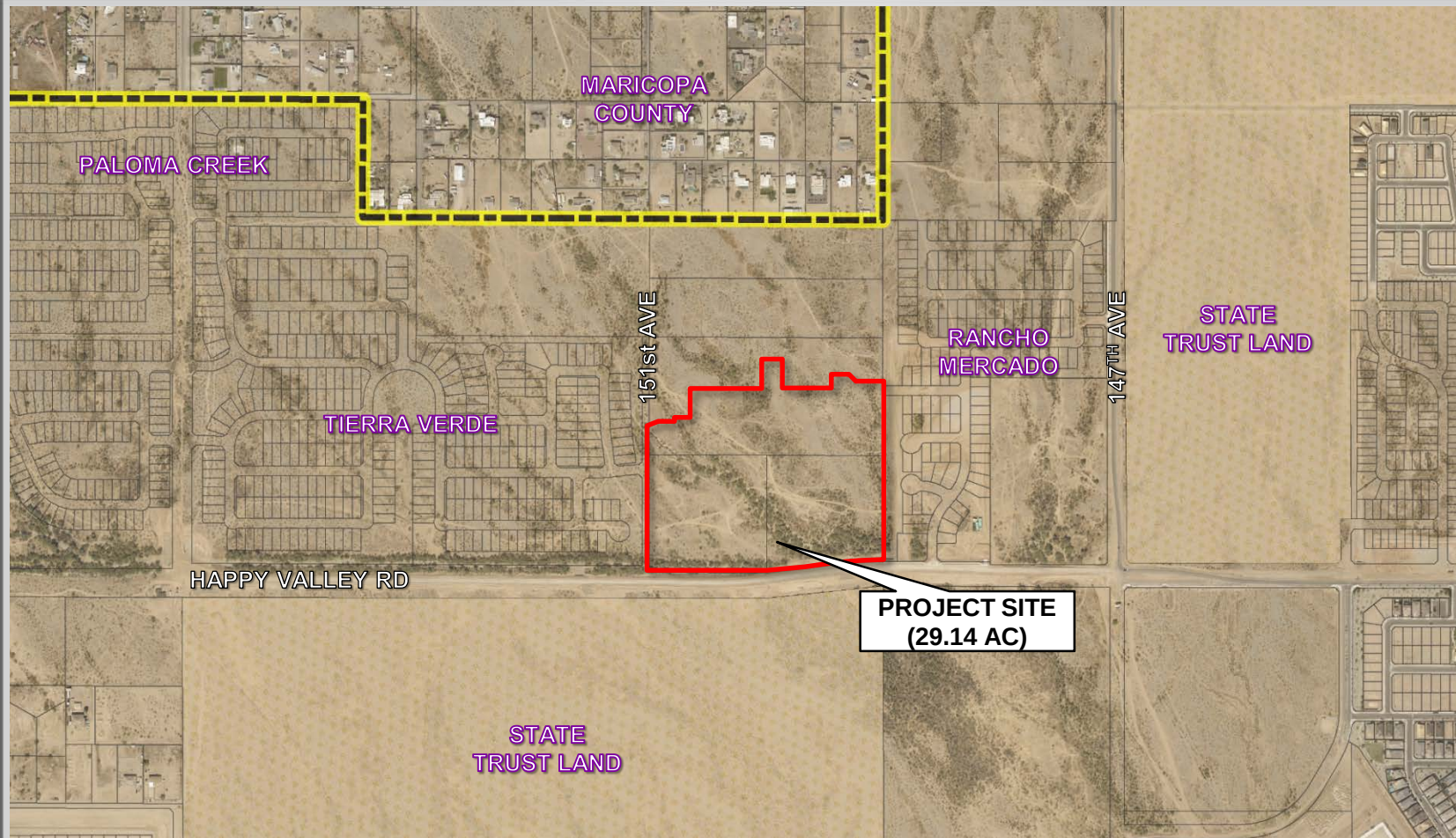
FS21-1007

Windstone Ranch Phase 1 - Final Plat

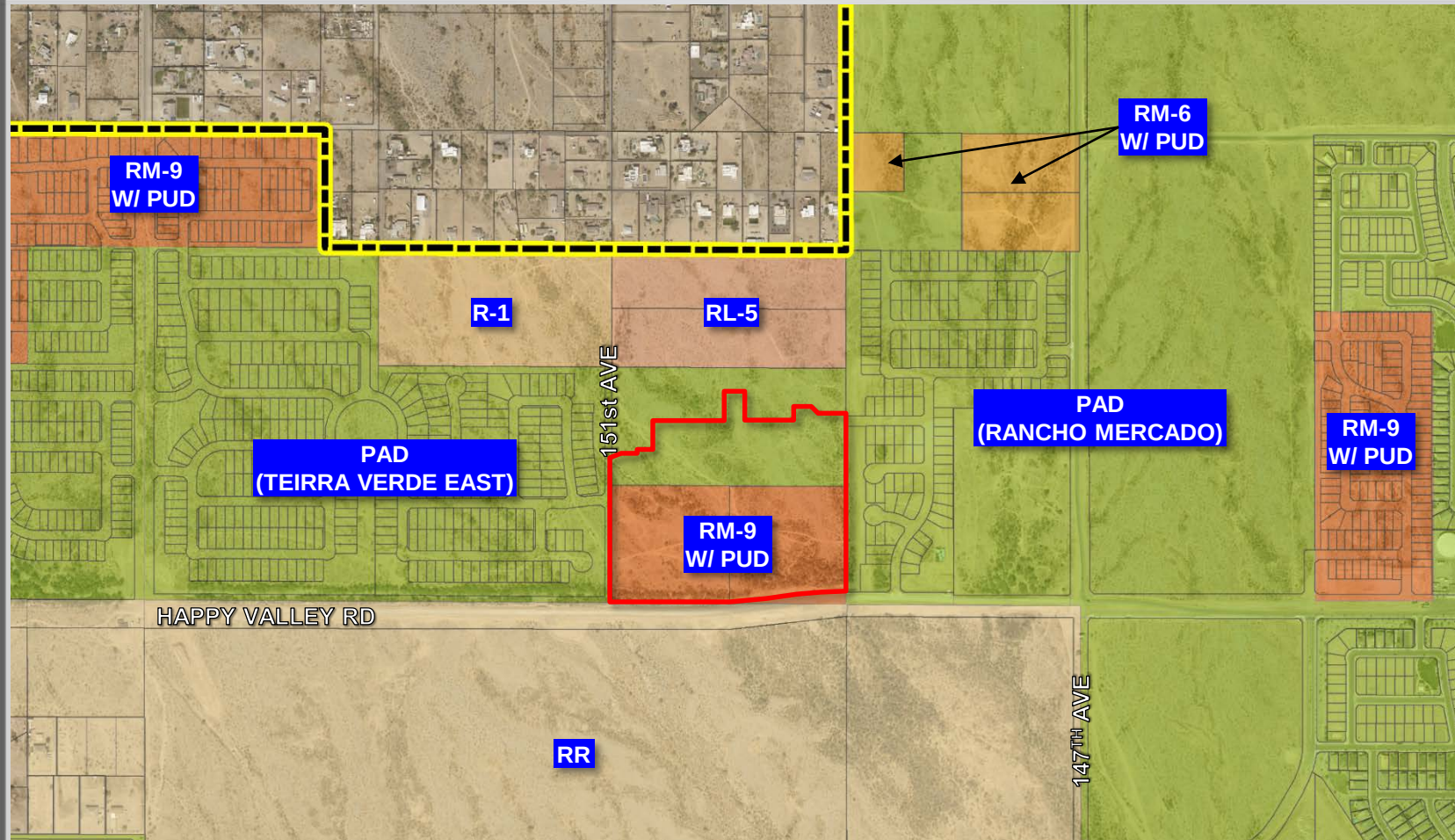
City Council – December 20, 2022



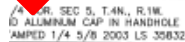
FS21-1007 VICINITY MAP



FS21-1007 VICINITY MAP



FS21-1007 ZONING MAP



CU



Total Open
Space -10.4 ac
(34.4%)

Active Rec
Space – 7.3 ac

Passive Rec
Space – 3.1 ac

Phase 2

FS21-1007 OPEN SPACE



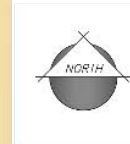
Turf & Retention Playground

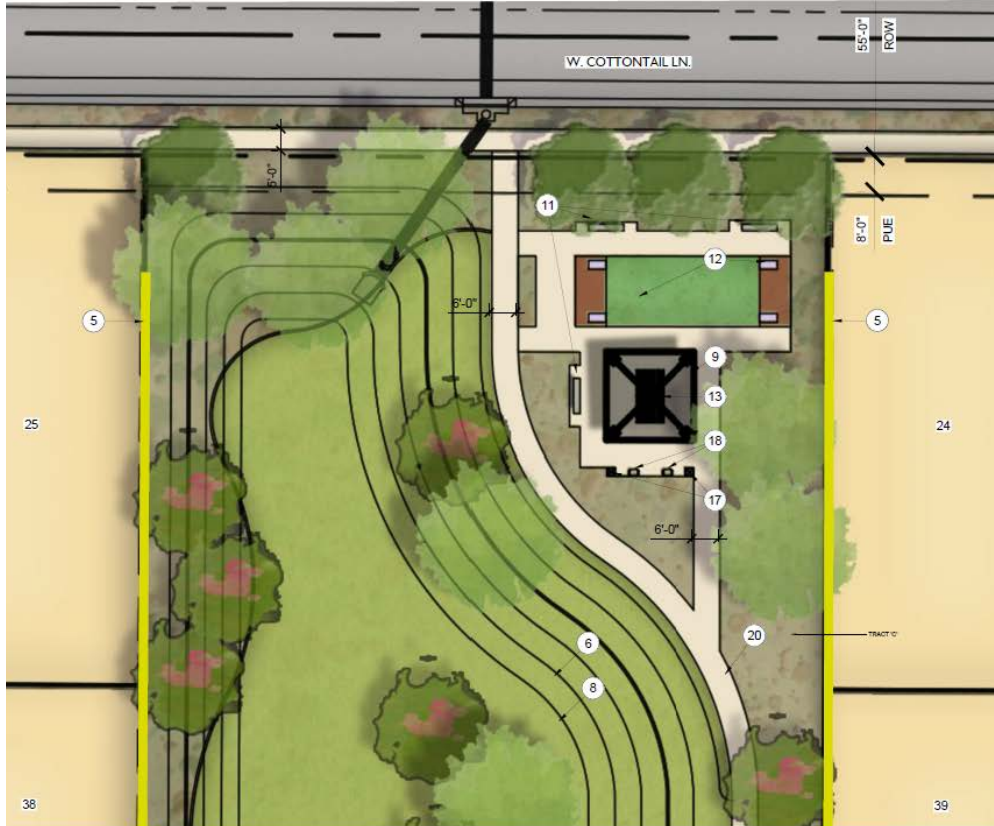
- Tot Lot and Swings

Seat walls

Ramada with:

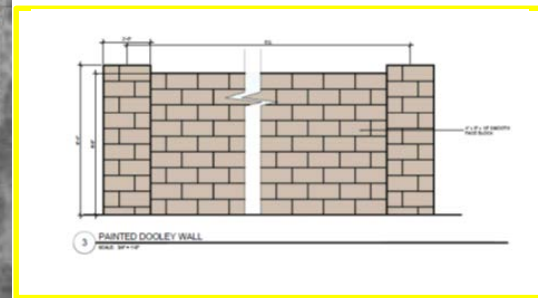
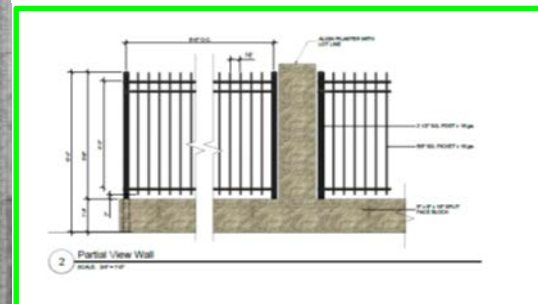
- Grills
- Table



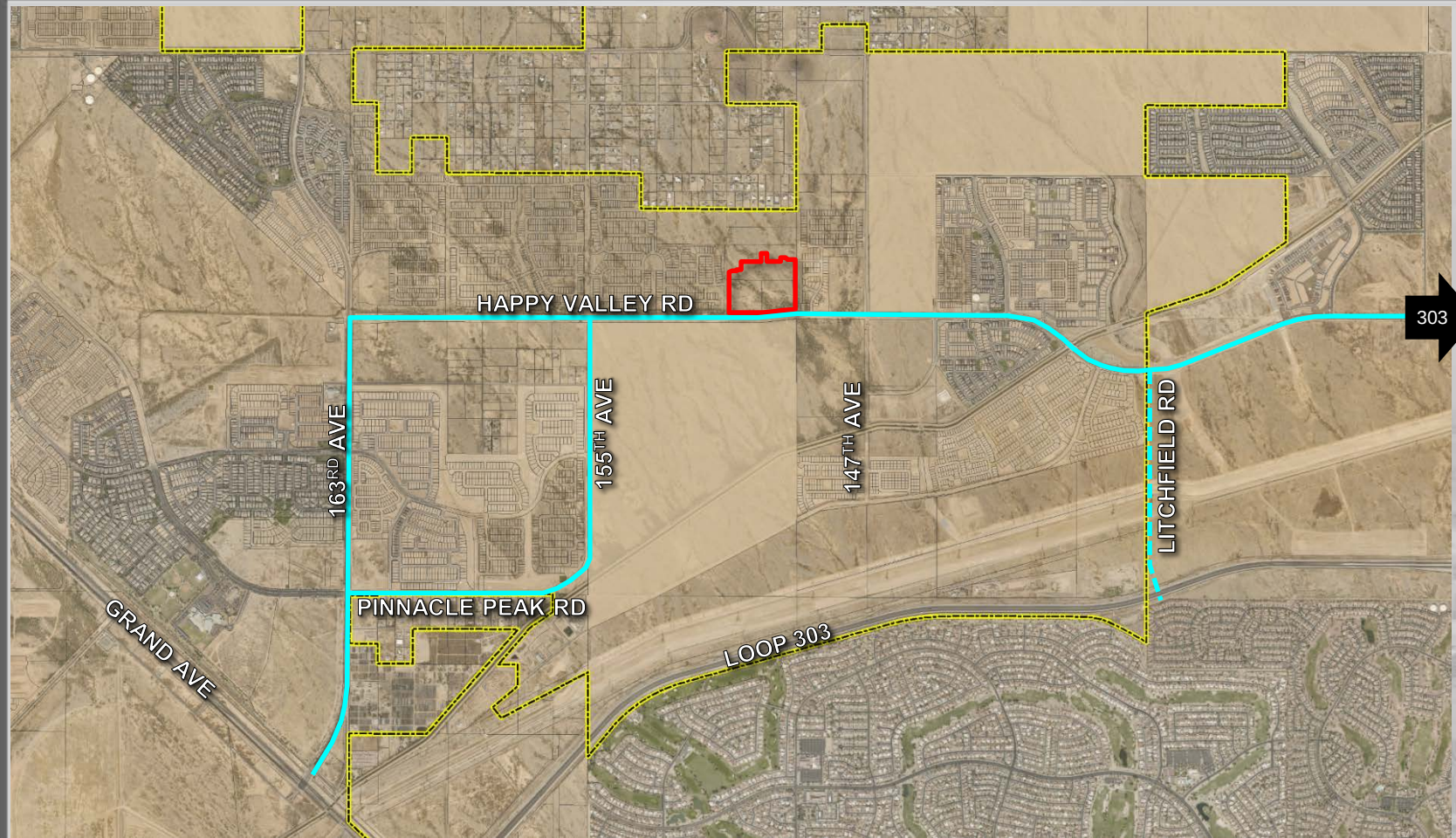


- Turf & Retention
Sport Courts
- Cornhole
- Seat walls
- Ramada with:
- Grills
 - Table





FS21-1007 WALL PLAN



FS21-1007 TRAFFIC MAP



QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 20, 2022 Contact Person: Jessica Brinton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Graceland” and dated October 6, 2022, a property generally located north of Pinnacle Peak Road and west of 211th Avenue; Case FS22-0867.

Motion:

I move to approve the Final Plat entitled “Graceland” and dated October 6, 2022.

Background:

Ryan and Mandie Van Hook seek approval of a Final Plat of the subject property.

Objective Analysis:

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

Policy Compliant:

This proposed Final Plat is consistent with the Surprise General Plan 2035 and the Land Development Ordinance.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00-FS22-0867 Van Hook Final Plat - Staff Report
 2. 01 - FS22-0867 Van Hook Final Plat - Vicinity Map
 3. 02 - FS22-0867 Van Hook Final Plat - Zoning Map
 4. 03 - FS22-0867 Van Hook Final Plat - Final Plat
 5. 04 - FS22-0867 Van Hook Final Plat - Plat Exhibit
 6. 05 - FS22-0867 Van Hook Final Plat - Luke AFB Comments
 7. FS22-0867 Van Hook Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-0867

Project Name: Van Hook - Final Plat

Council District: 1 - Acacia

City Council Date: December 20, 2022

Planner: Jessica Brinton, Planner II

Owner: Ryan & Mandie Van Hook

Applicant: James Williamson, Superior Surveying Services, Inc.

Request: Final Plat to subdivide one (1) 14.15 acre (approx.) parcel into five (5) lots

Site Location: Generally located north of Pinnacle Peak Road and west of 211th Avenue

Site Size: Approximately 14.15 acres

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Land Development Ordinance.

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

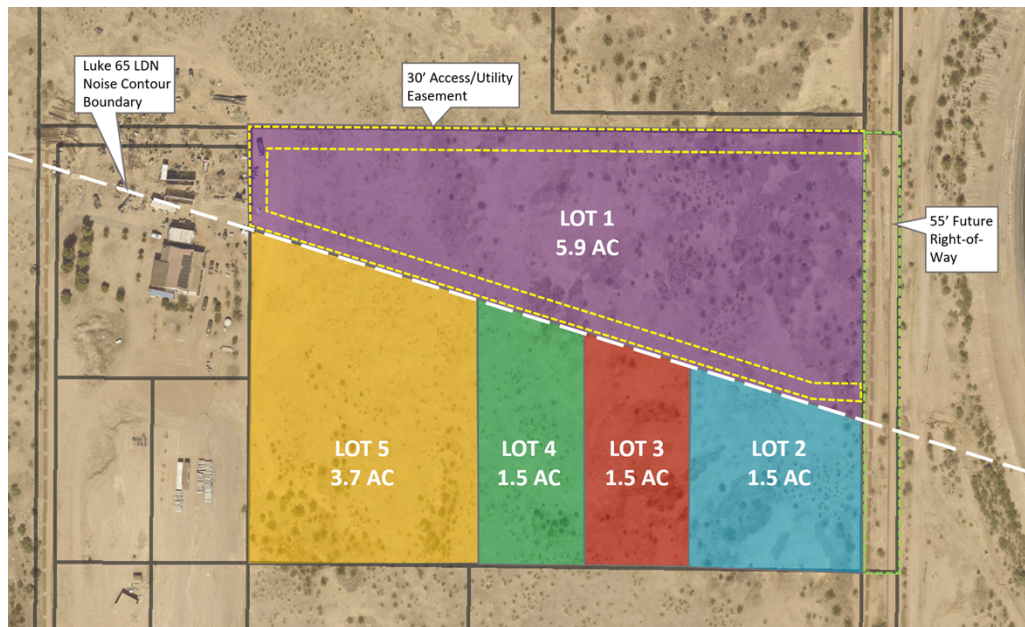
Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

James Williamson, on behalf of Ryan & Mandie Van Hook, requests approval of a Final Plat entitled "Graceland" dated October 6, 2022. The subject parcel is zoned Rural Residential (RR) and is located approximately 660 feet north of Pinnacle Peak Road and West of 211th Avenue. The proposed Final Plat will subdivide one (1) vacant lot of approximately 14.15 acres into five (5) lots.

No public right-of-way dedications are occurring with this Final Plat. A 30 foot-wide utility and access easement is dedicated along the southern, western, and northern boundaries of Lot 1. This easement provides access to and from the 211th Avenue alignment. A 55 foot-wide area is reserved for the future right-of-way for 211th Avenue on a parcel located immediately to the west of the Final Plat. This is not included in the total acreage of the Final Plat.

Lot 1 is within the 65 LDN nose contour and no residence can be placed on this lot. A note indicating such has been added to the Final Plat.



The square footage for each parcel is below:

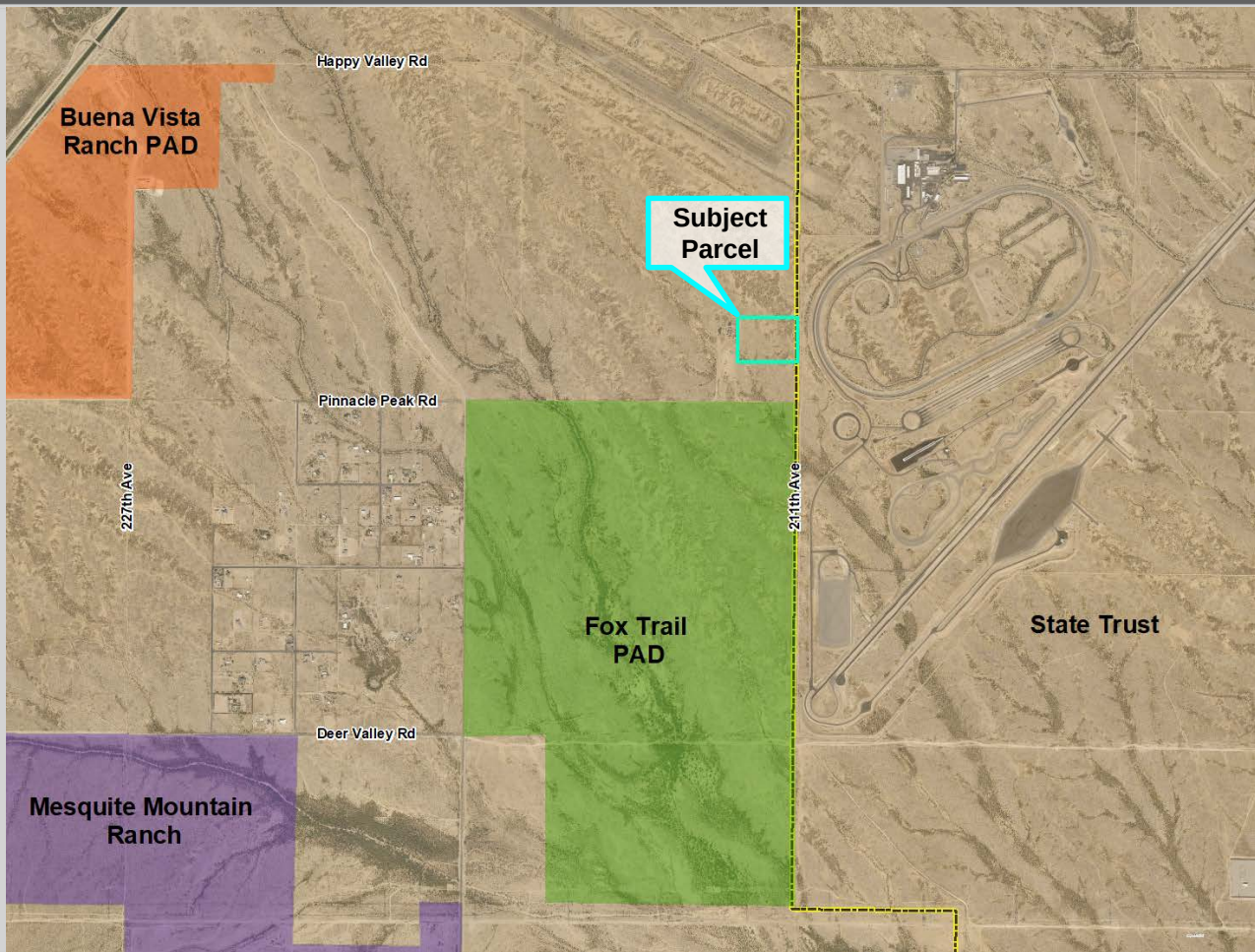
- Lot 1 – 5.925 acres (258,114 square feet)
- Lot 2 – 1.499 acres (65,316 square feet)
- Lot 3 – 1.499 acres (65,308 square feet)
- Lot 4 – 1.499 acres (65,304 square feet)
- Lot 5 – 3.728 acres (162,407 square feet)

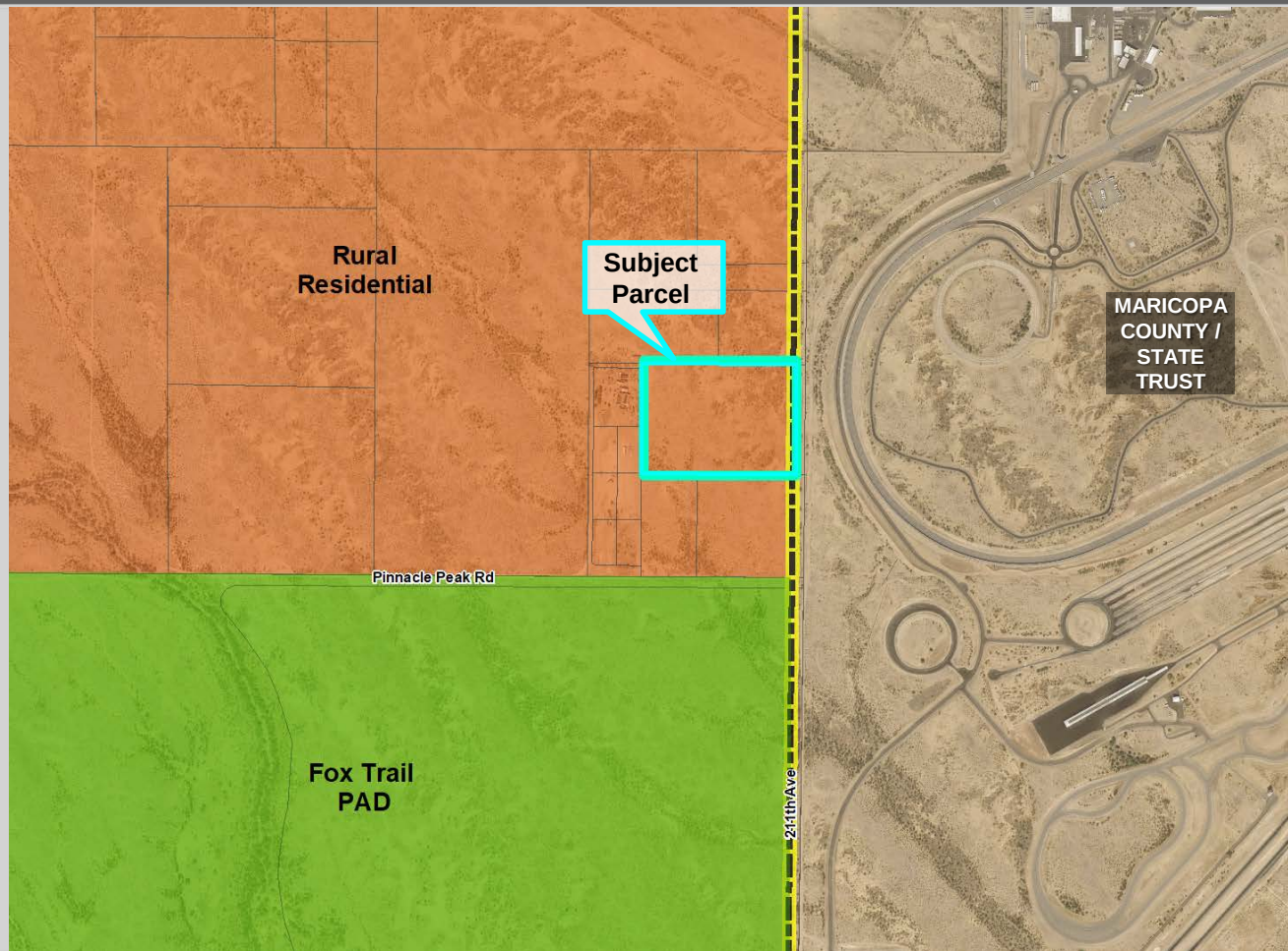
The proposed Final Plat dedicates the following easements:

- Lot 1 – 30' access/utility easement along northern, southern, and western boundaries dedicated hereon

Attachments:

- 01 Vicinity Map
- 02 Zoning Map
- 03 Final Plat
- 04 Plat Exhibit
- 05 Luke AFB comments
- PPT





FINAL PLAT OF
"GRACELAND"
AS RECORDED IN 2021-0556648, RECORDS OF MARICOPA COUNTY,
ARIZONA, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }
KNOW ALL PERSONS BY THESE PRESENTS: THAT RYAN VAN HOOK AND MANDIE VAN HOOK HAVE SUBDIVIDED UNDER THE NAME "GRACELAND" AS RECORDED IN 2021-0556648, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DO HEREBY PUBLISH THIS PLAT AS AND FOR "GRACELAND" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE 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 ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

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

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

FIRE SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY

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 WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

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

BY: _____
RYAN VAN HOOK

BY: _____
MANDIE VAN HOOK

AREA

LOT NO.	AREA
LOT 1	258,114 SQ. FT. 5.925 ACRES
LOT 2	65,316 SQ. FT. 1.499 ACRES
LOT 3	65,308 SQ. FT. 1.499 ACRES
LOT 4	65,304 SQ. FT. 1.499 ACRES
LOT 5	162,407 SQ. FT. 3.728 ACRES
TOTAL	616,449 SQ. FT. 14.150 ACRES

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.

ACKNOWLEDGMENT

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

ACKNOWLEDGMENT

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

RELEASE OF LIABILITY

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

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

RYAN VAN HOOK AND MANDIE VAN HOOK, ("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.

PLAT NOTES

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

NO DEDICATIONS ARE OCCURRING AS PART OF THIS PLAT.

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

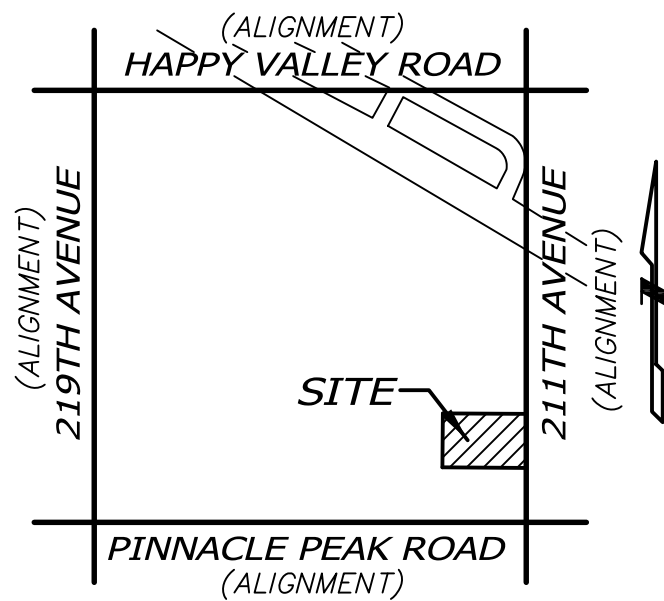
PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.

THE OWNER OR SUBSEQUENT OWNERS OF ANY EXISTING OR FUTURE WELLS ON THE LAND DESCRIBED IN THIS PLAT SHALL BE REQUIRED TO SIGN A WELL IMPACT WAIVER(S) WITH THE CITY OF SURPRISE.

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

AREA BETWEEN THE 30 FEET PRIVATE ACCESS EASEMENT AND NORTH LINE OF LOT 2 WILL BE MAINTAINED BY THE OWNER OF LOT 1.



VICINITY MAP

NOT TO SCALE

ZONING

RURAL RESIDENTIAL (RR)

DESCRIPTION

PARCEL NO. 1:
THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND

EXCEPT ANY PORTION THEREOF LYING WITHIN PARCEL NO. 2 HEREIN.

PARCEL NO. 2:
THE EAST 55 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SURVEYOR

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

OWNER

RYAN VAN HOOK AND MANDIE VAN HOOK
18130 W. GOLDEN LANE
SURPRISE, AZ 85335

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 20____, 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 _____, 20____.

MAYOR DATE _____

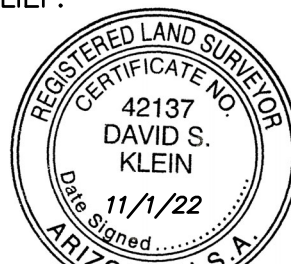
ATTEST: _____

CITY CLERK DATE _____

CERTIFICATION

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

NOVEMBER 1, 2022
DAVID S. KLEIN
R.L.S. 42137
2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027



CASE NUMBER: FS22-0867

FINAL PLAT OF
"GRACELAND"
SURPRISE, AZ 85387
SURPRISE, ARIZONA

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



DWN: LE CHK: JW
SHEET 1 OF 2
DATE: 11/1/22
JOB: 202203028

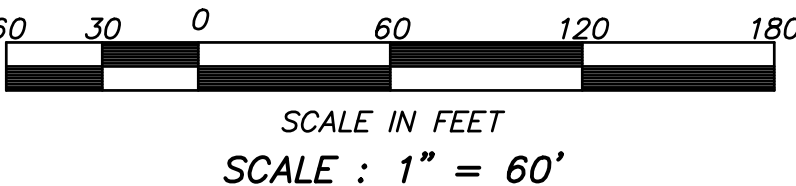
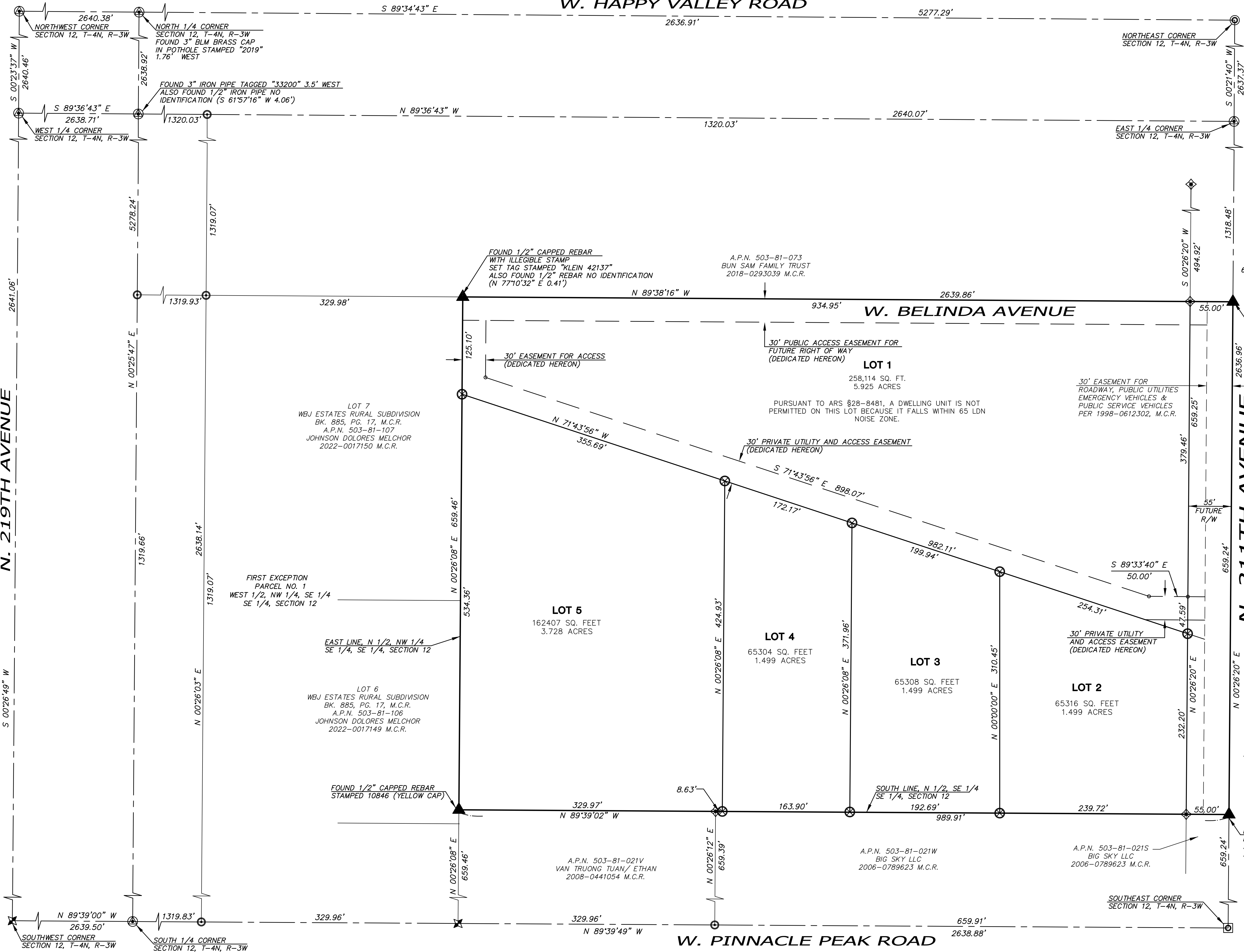
(ALIGNMENT)
N. 219TH AVENUE

(ALIGNMENT)
W. HAPPY VALLEY ROAD

W. BELINDA AVENUE

(BASIS OF BEARINGS)
N. 211TH AVENUE

W. PINNACLE PEAK ROAD



LEGEND

- BOUNDARY LINE
- CENTER LINE OR MONUMENT LINE
- INDICATES SUBDIVISION CORNER
SET TYPE "C" MONUMENT MAG 120-1
(UNLESS OTHERWISE NOTED)
- INDICATES LOT CORNER
TO BE SET TYPE "C" MONUMENT
MAG 120-1 AT COMPLETION
OF MASS GRADING
- FOUND 1/2" CAPPED REBAR
ILLEGIBLE STAMP
(UNLESS OTHERWISE NOTED)
- FOUND 1/2" REBAR
NO IDENTIFICATION
SET ALUMINUM CAP
STAMPED "KLEIN 42137"
- FOUND 3" MARICOPA COUNTY
BRASS CAP IN HANDHOLE
STAMPED "21782 2002"
0.6' DOWN
- FOUND 2.5" GLO BRASS CAP
STAMPED "1915" 1.2' UP
(UNLESS OTHERWISE NOTED)
- FOUND 3" MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HANDHOLE 0.6' DOWN
- CALCULATED POSITION
NO MONUMENT FOUND OR SET
- ASSESSORS PARCEL NUMBER
- MARICOPA COUNTY RECORDS
- BOOK
- PAGE
- RIGHT OF WAY



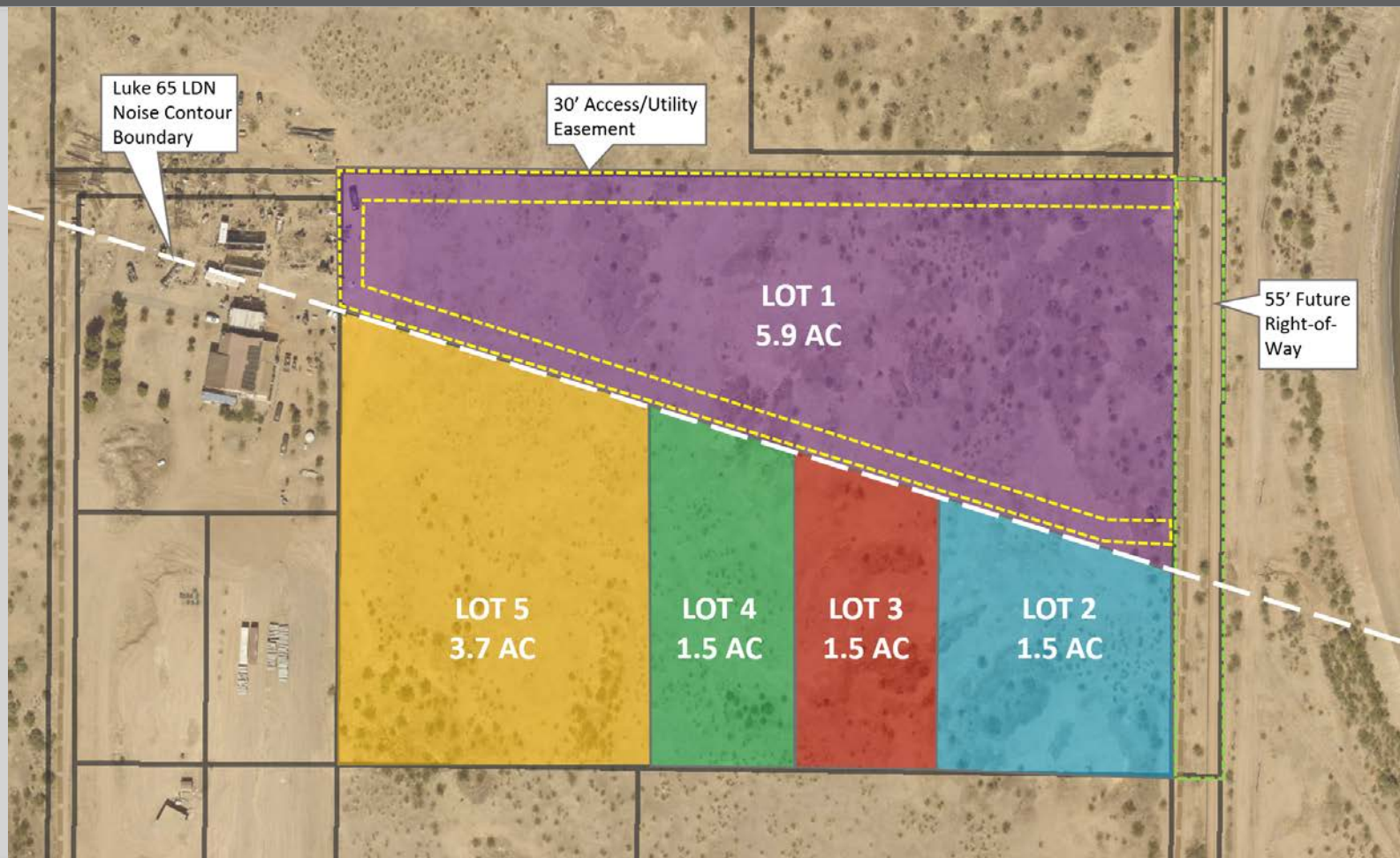
FINAL PLAT OF
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info@superiorsurveying.com



DWN: LE CHK: JW
SHEET 2 OF 2
DATE: 11/1/22
JOB: 202203028

CASE NUMBER: FS22-0867





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

5 July 2022

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

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

Re: FS22-0867; Van Hook Final Plat (APN: 503-81-021Y)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the Final Plat Application for the Van Hook parcel split. The site is located on 14.1 acres of undeveloped land located at Pinnacle Peak Rd and 219th Ave in Surprise, AZ. This request is to split the parcel into 6 lots with future residential planned only on lots 2 thru 6. Lot 1 is inside the Luke AFB Auxiliary Field #1, 2004 JLUS 65 DNL, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and therefore is incompatible with residential development.

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

Luke AFB follows A.R.S. § 28-8481 when evaluating compatible land use. This request, as stated in the application, will not negatively impact the flying operations at Luke AFB so long as no residential is built within the Luke AFB Auxiliary Field #1, 2004 JLUS 65 DNL, "high noise or accident potential zone". Since the site is located within the "territory in the vicinity of a military airport," it will be subjected to noise from approximately 165 flights per day, we recommend you review the sound attenuation requirements found in A.R.S. §28-8482. We also encourage an aggressive notification program on the part of the applicant to inform potential residents about Luke AFB operations.

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

Sincerely

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



Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2022.07.05 10:29:52 -07'00'

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

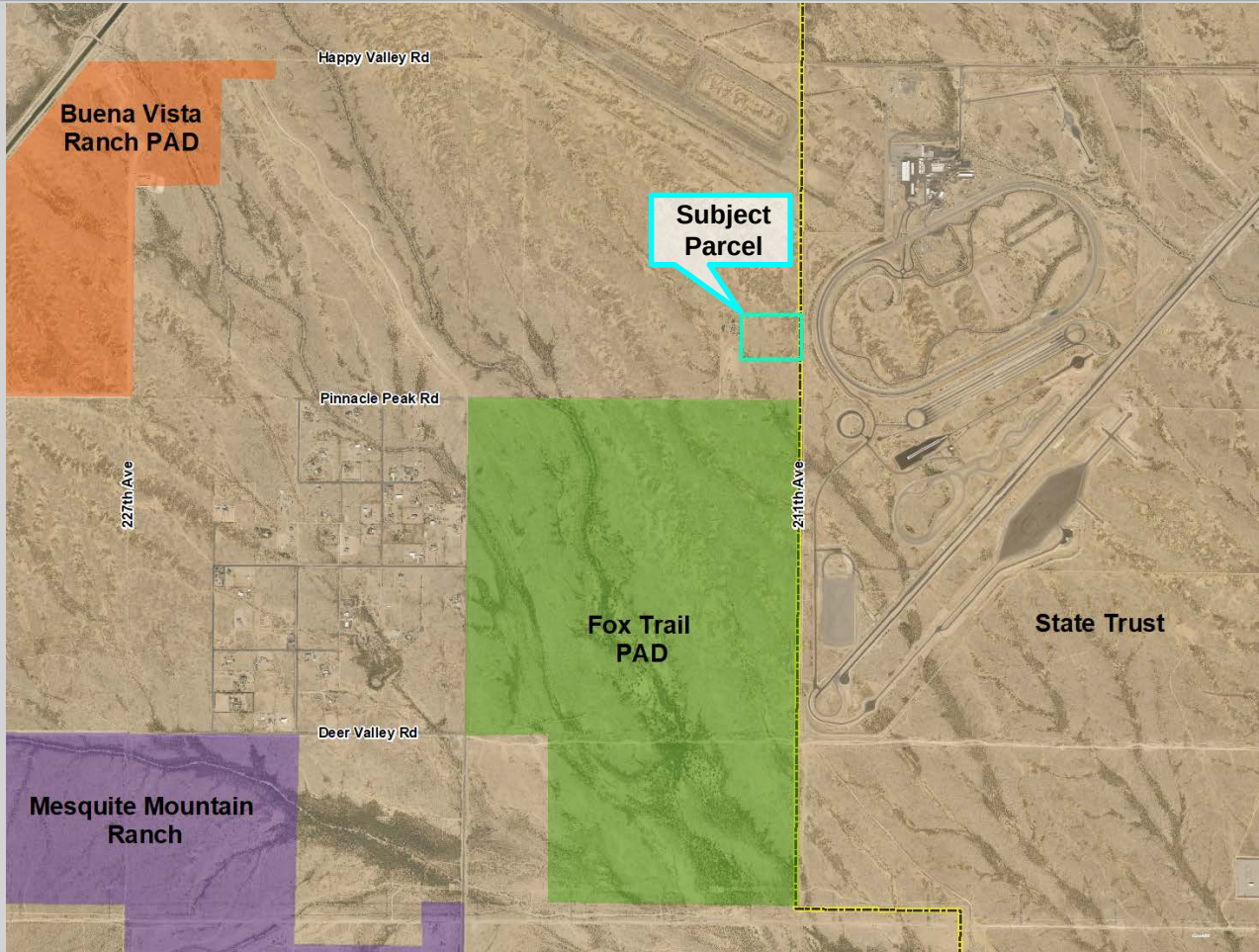


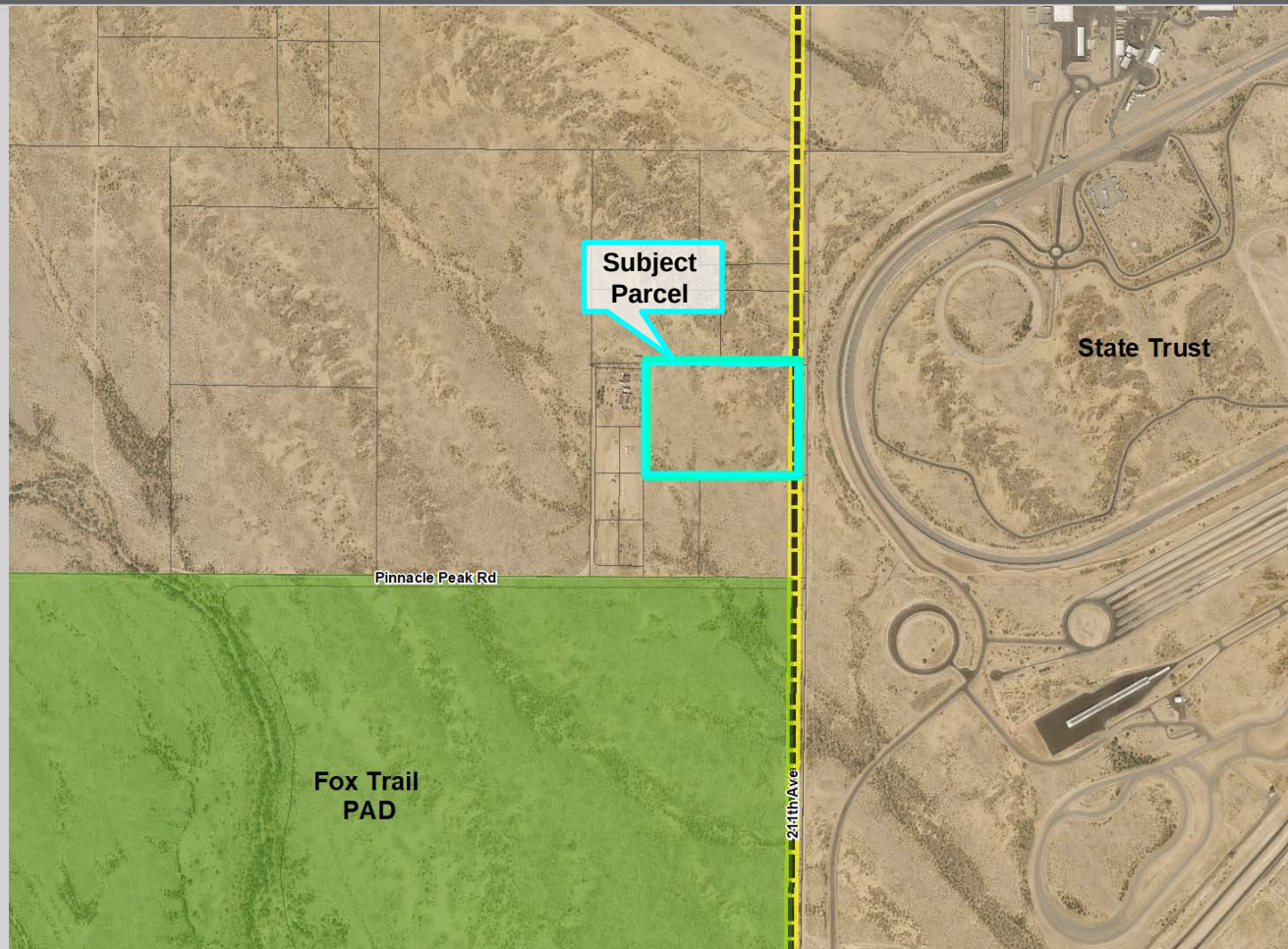
FS22-0867

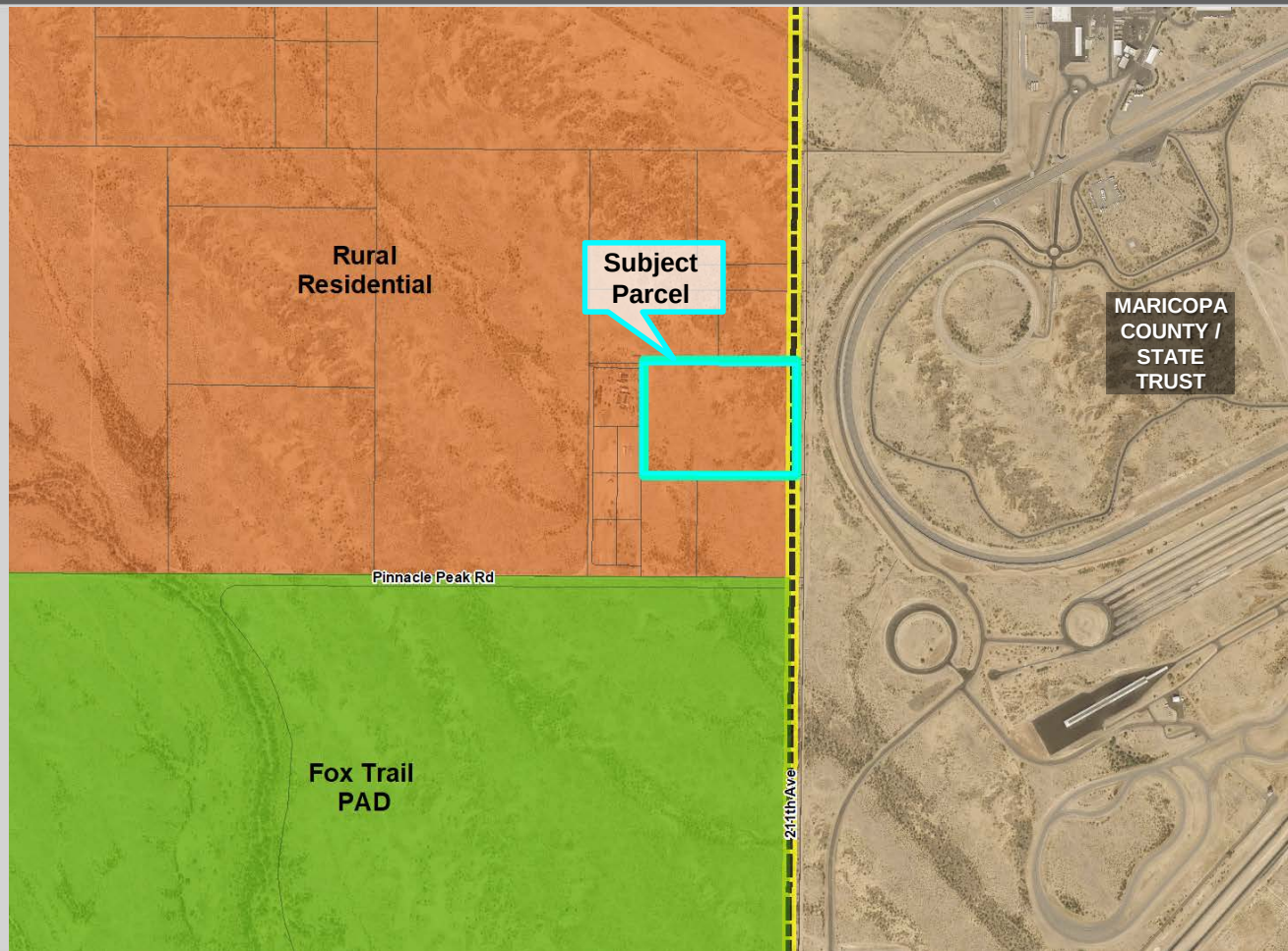
Van Hook

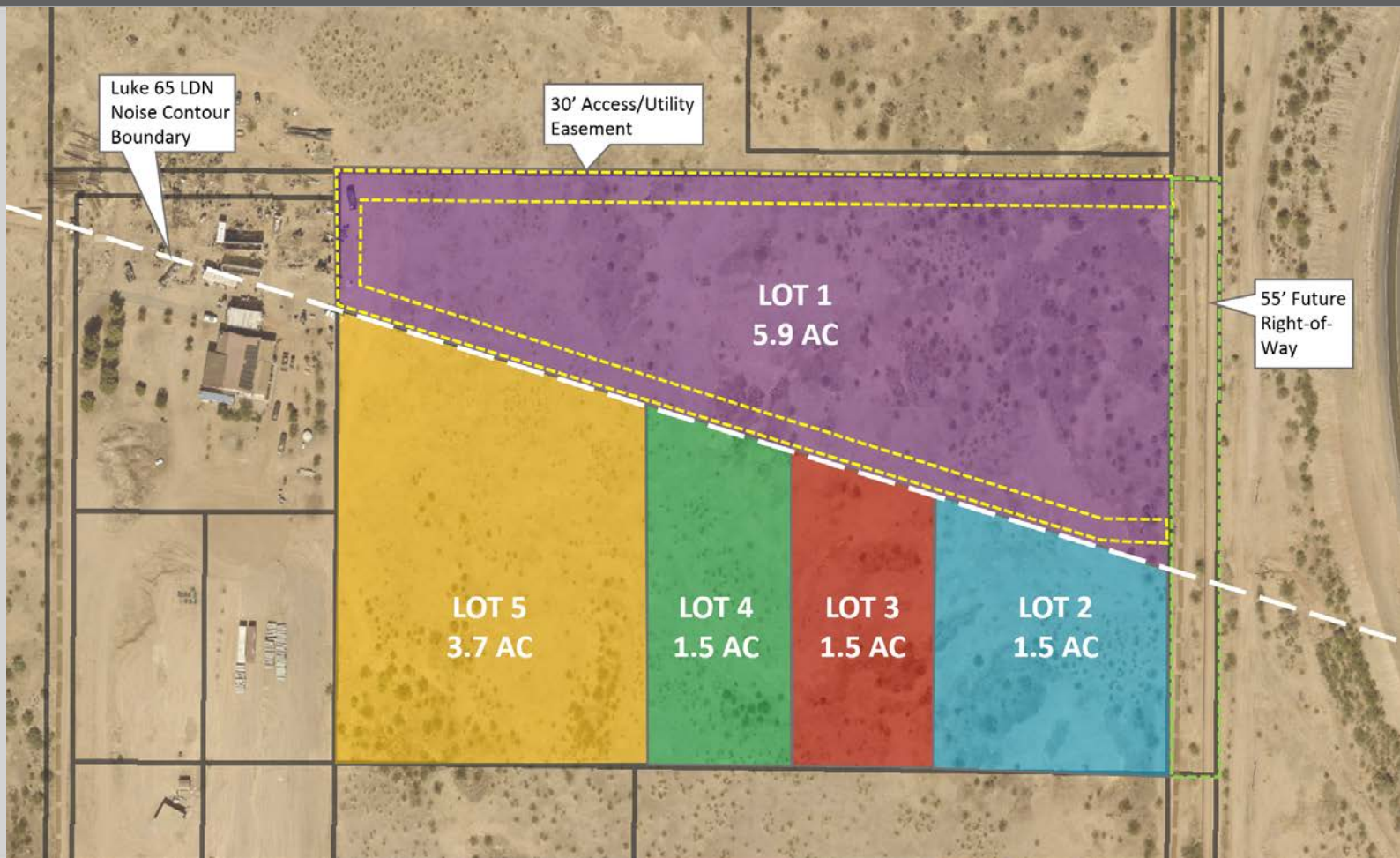
Final Plat

City Council
December 20, 2022

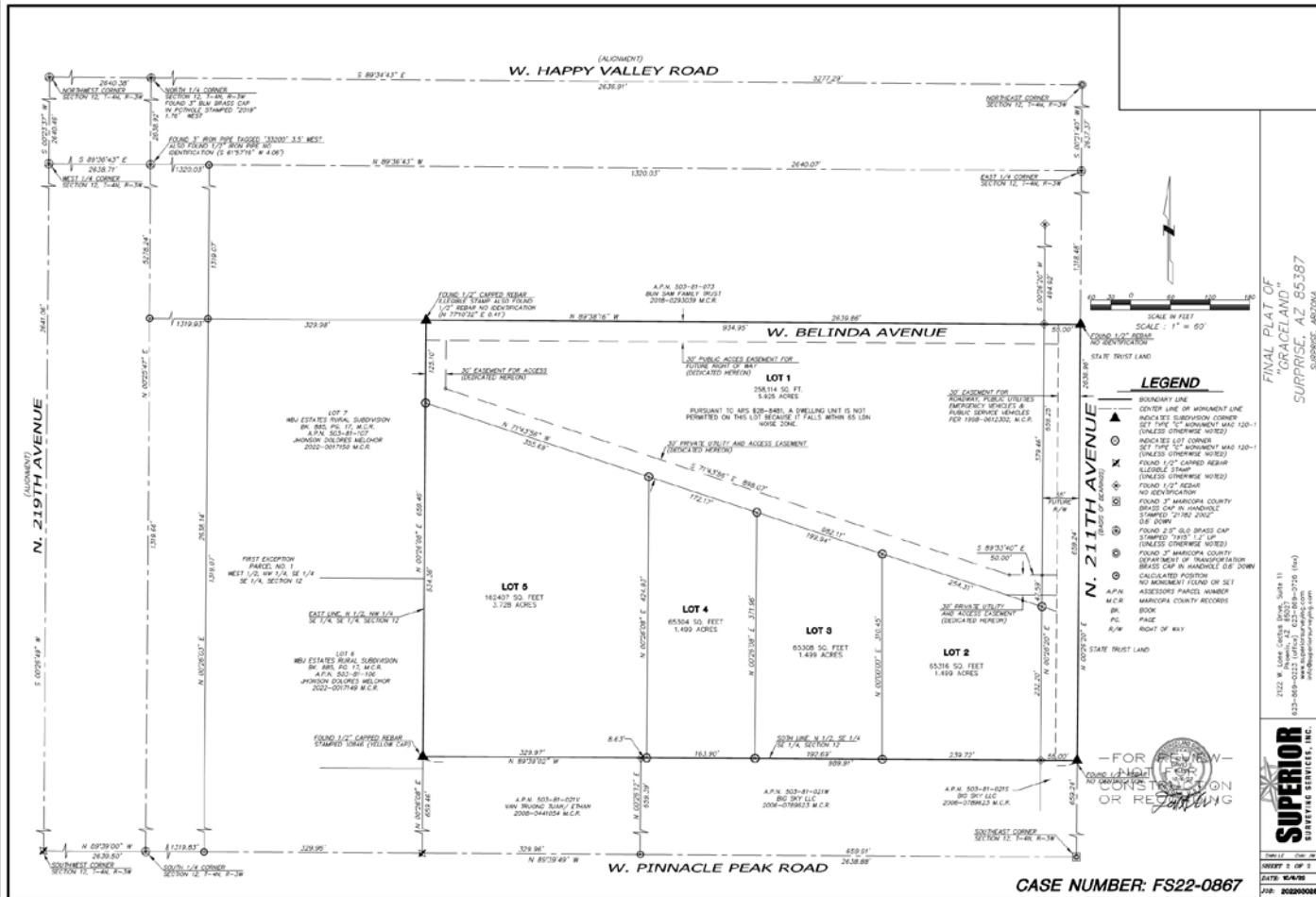








FINAL PLAT EXHIBIT



FINAL PLAT OF
 "GRACELAND"
 SURPRISE, AZ 85387
 SUBDIVISION

2122 W. Linn, Suite 101, Surprise, AZ 85387
 602-869-0222 (office) 602-869-0756 (fax)
 info@superior-surveying.com
 www.superior-surveying.com

SUPERIOR
 SURVEYING SERVICES, INC.

DATE: 10/10/22
 SHEET: 1 OF 1
 DATE: 10/10/22
 JOB: 20200008

FINAL PLAT



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 20, 2022 Contact Person: Chris Sexton
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 approval of the Final Plat entitled, “Skyway Business Park” and dated October 17, 2022, a property generally located north of Peoria Avenue, west of 132nd Avenue and south of Desert Cove Road; Case FS22-1189.

Motion:

I move to approve the Final Plat entitled, “Skyway Business Park” and dated October 17, 2022.

Background:

Kimberly Schroeder with Kaeko on behalf of Brandon Delf with Cam Investment 470 LLC, seeks approval of a final plat within the Skyway Business Park PAD. The applicant seeks to replat five (5) existing lots into four (4) lots on approximately 11.6 acres for property generally located north of Peoria Avenue, west of 132nd Avenue and south of Desert Cove Road.

Objective Analysis:

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

Policy Compliant:

The subject Final Plat is consistent with the Skyway Business Park PAD in addition to other applicable City of Surprise regulations and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-1189 Skyway Business Park Final Plat - Staff Report
 2. 01 - FS22-1189 Skyway Business Park Final Plat - Vicinity Map
 3. 02 - FS22-1189 Skyway Business Park Final Plat - Zoning Map
 4. 03 - FS22-1189 Skyway Business Park - Final Plat
 5. FS22-1189 Skyway Business Park - Final Plat Presentation
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-1189

Project Name: Skyway Business Park – Final Plat

Council District: 6 – Palo Verde

City Council Date: December 20, 2022

Planner: Chris Sexton, Planner II

Owner: Brandon Delf with Cam Investment 470 LLC

Applicant: Kimberly Schroeder with Kaeko

Request: A Replat of Skyway Business Park - Final Plat

Site Location: Generally located north of Peoria Avenue, west of 132nd Avenue and south of Desert Cove Road

Site Size: 11.6 acres (approx.)

Density: N/A

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

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

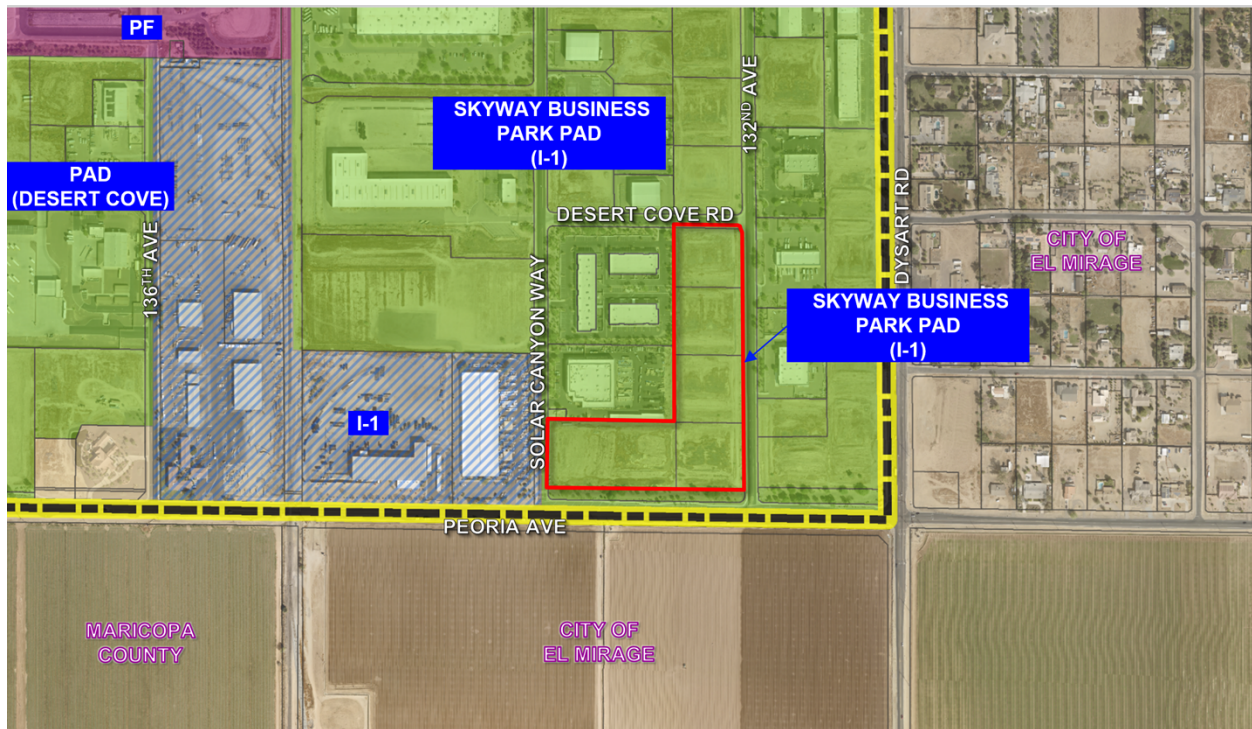
Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.
Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

PROJECT DESCRIPTION:

Kimberly Schroeder with Kaeko, on behalf of Brandon Delf with Cam Investment 470 LLC, seeks approval of a final plat within the Skyway Business Park PAD. The applicant seeks to replat five (5) existing lots into four (4) lots on approximately 11.6 acres for property generally located north of Peoria Avenue, west of 132nd Avenue and south of Desert Cove Road.

SURROUNDING LAND ZONING:

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



Skyway Business Park PAD (I-1)	Skyway Business Park PAD (I-1)	Skyway Business Park PAD (I-1)
I-1	Skyway Business Park PAD (I-1)	Skyway Business Park PAD (I-1)
Maricopa County	City of El Mirage	Skyway Business Park PAD (I-1)

BACKGROUND:

June 26, 1997: The subject parcel was annexed into the City under Ordinance 97-11.

July 28, 2005: The Mayor and City Council approved a PAD for Skyway Business Park under case PAD 05-130.

December 22, 2005: The Mayor and City Council approved the Skyway Business Park Final Plat under case 05-331.

January 27, 2022: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR21-840.

August 22, 2022: The applicant filed a request for a Re-plat under case FS22-1189, the subject case.

ANALYSIS AND DISCUSSION:

The applicant seeks to replat five (5) existing lots into four (4) lots on approximately 11.6 acres for property generally located north of Peoria Avenue, west of 132nd Avenue and south of Desert Cove Road. Currently, there is a Site Plan in review under a separate case number, FS22-0749.

The size of the proposed reconfigured lots will be the following:

Lot 1 – 2.84

Lot 2 – 2.93

Lot 3 – 2.82

Lot 4 – 3.04

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 Employment Character Area, which supports uses such as that proposed.

Reviewing Agencies:

The request was routed to internal and external agencies, who indicated no objections to the request with the exception of Luke AFB.

Luke AFB has expressed concerns based on the location of the development. The identified actual and/or potential mission risks and hazards should the development encompass the following:

- a. Light interference – Buildings or structure that would produce light interferences at night and/or glint/glare during the day that would distract or interfere with pilot vision.
- b. Spectrum utilization and radio frequency interference – Buildings or structures that would cause a loss of RADAR coverage such that it interferes with spectrum utilization. Additionally, to avoid radio equipment that would interfere with Luke's frequency or operate on a military frequency.
- c. Impairment of pilot's visibility – Any production that would release substances into the air that would impair visibility or otherwise interfere with operating aircraft such as: steam, dust, or smoke. These items create a negative impact and should be eliminated.

Summary:

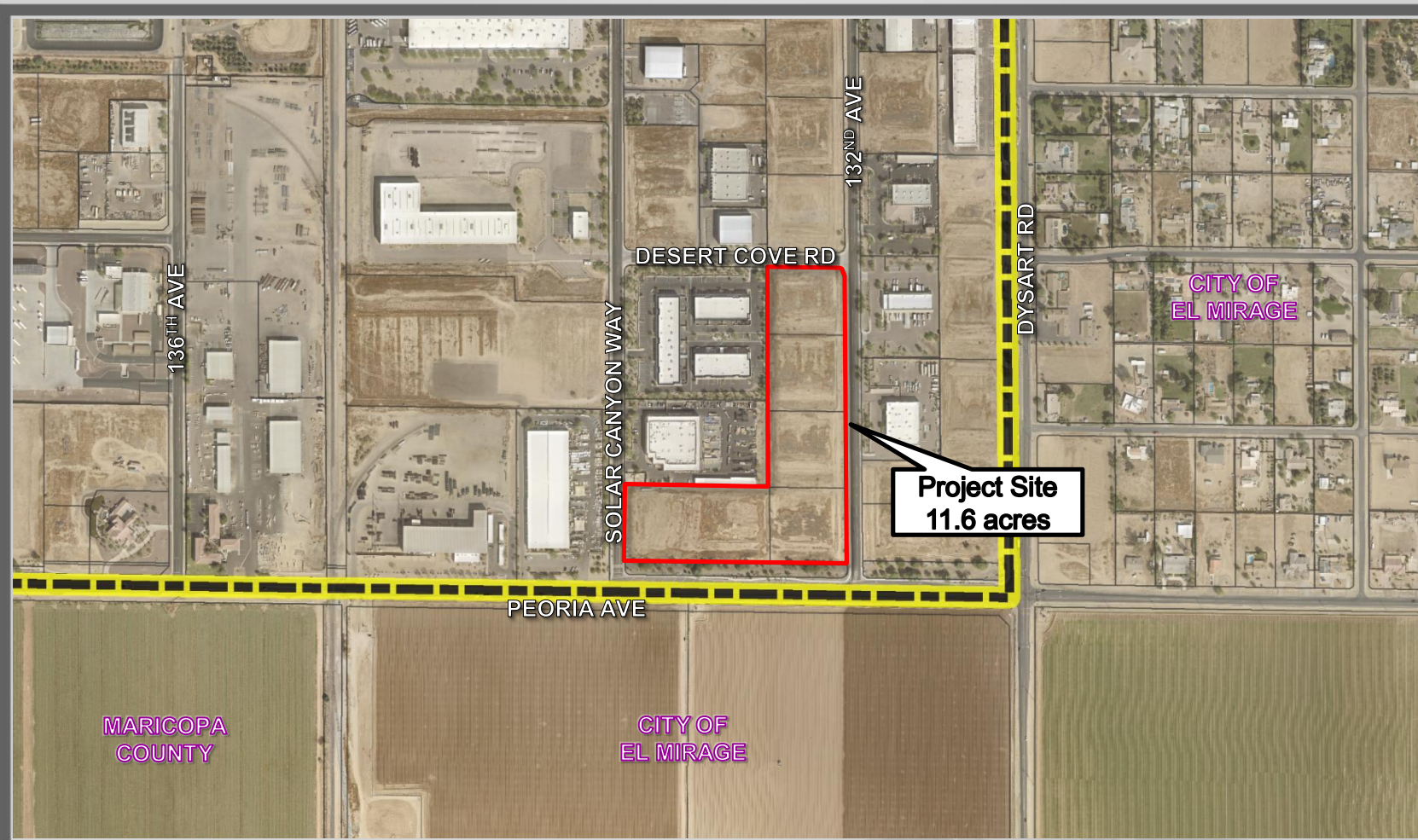
The applicant seeks the approval of a replat across the subject property which will allow the applicant the ability to configure the lots as proposed.

Findings:

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



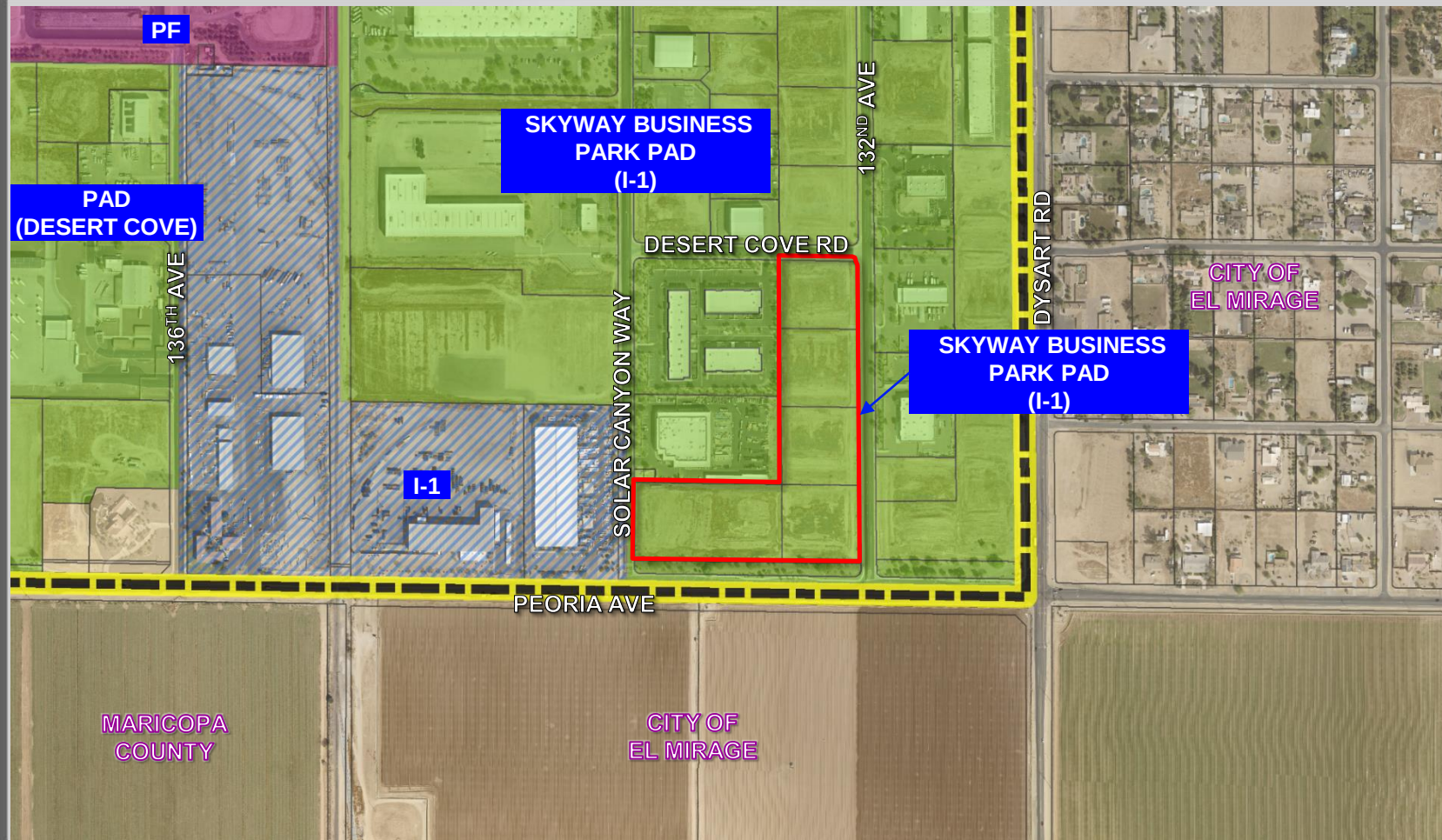
MARICOPA
COUNTY

CITY OF
EL MIRAGE

CITY OF
EL MIRAGE

Project Site
11.6 acres

FS22-1189 VICINITY MAP



FS22-1189 ZONING MAP

Q:\Current Projects\7022014 Surprise Peoria & 132nd - Sunstate\DWG\7022014_FINAL PLAT.dwg Robert Ramos

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

KNOW ALL PERSONS BY THESE PRESENTS: THAT CAM INVESTMENT 470 LLC, A DELAWARE LIMITED LIABILITY COMPANY, "OWNER", HAS SUBDIVIDED UNDER THE NAME SKYWAY BUSINESS PARK REPLAT OF LOT 1 AND LOTS 11 THRU 14, A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SKYWAY BUSINESS PARK REPLAT OF LOT 1 AND LOTS 11 THRU 14 AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS 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 ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

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

OWNER HEREBY GRANTS TO THE PUBLIC A 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, CONSTRUCTION, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES.

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

THE 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.

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 OR SUBSEQUENT OWNERS HEREBY GRANT TO THE CITY OF SURPRISE ALL GROUND AND SURFACE WATER RIGHTS ASSOCIATED WITH THE PROPERTY. OWNER OR SUBSEQUENT OWNERS SHALL CONVERT EXISTING IRRIGATION GRANDFATHER RIGHTS APPURTENANT TO THE PROPERTY TO TYPE 1 NON-IRRIGATION FOR LANDSCAPE OPEN AREAS AND RIGHTS-OF WAY. OWNER OR SUBSEQUENT OWNERS SHALL EXTINGUISH AND CONVEY TO THE CITY ALL IRRIGATION GRANDFATHER RIGHTS WHICH REMAIN AFTER THE TYPE 1 CONVERSION. OWNER OR SUBSEQUENT OWNERS HEREBY GRANT TO THE CITY OF SURPRISE ALL EXISTING WATER CREDITS, INCLUDING BUT NOT LIMITED TO BANKED, LONG TERM AND EXTINGUISHMENT CREDITS ASSOCIATED WITH THE PROPERTY.

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 THE 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 THE 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.

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

IN WITNESS WHEREOF, 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.

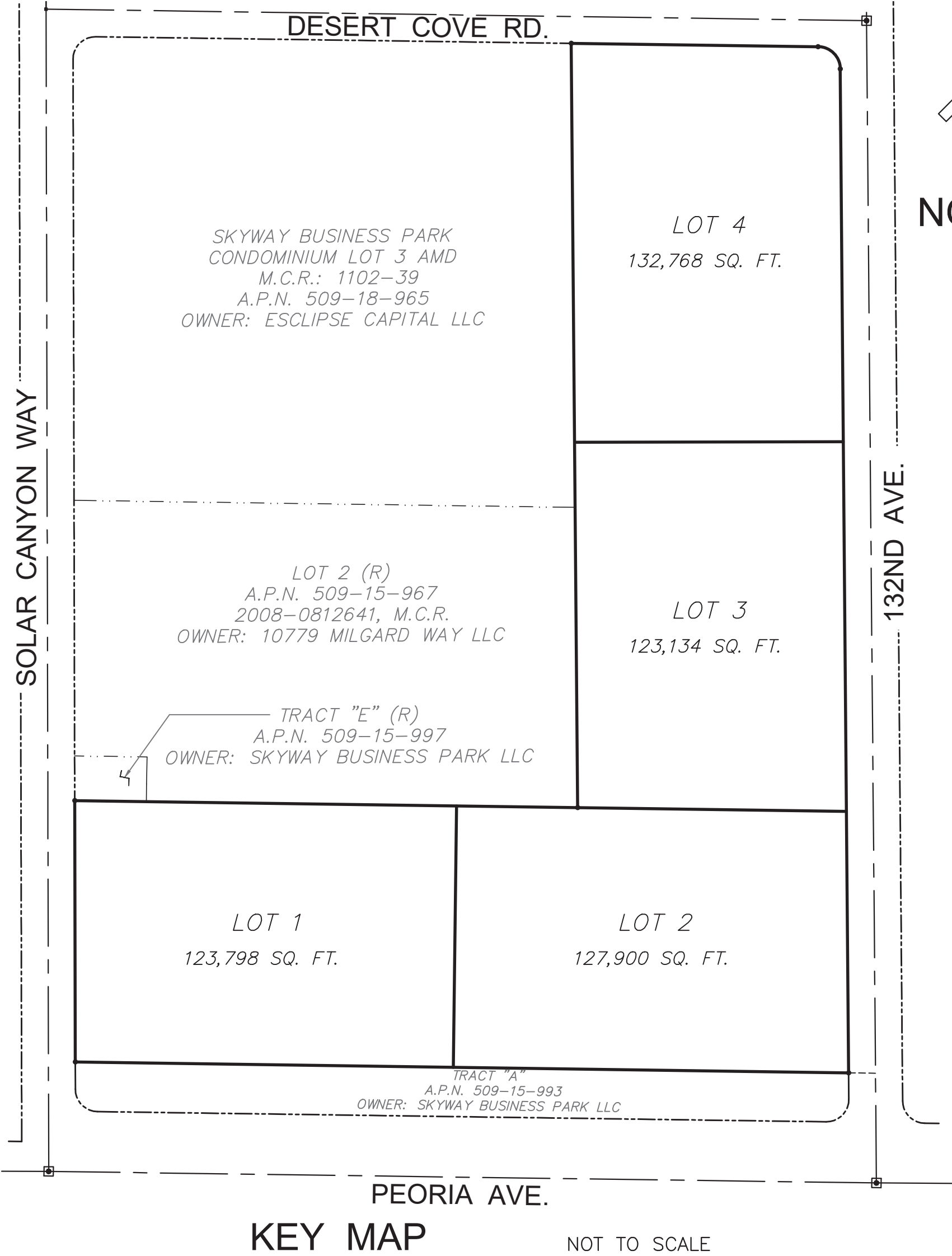
CAM INVESTMENT 470, LLC (OWNER)

BY_____

ITS_____

FINAL PLAT
FOR
SKYWAY BUSINESS PARK
REPLAT OF LOT 1 AND LOTS 11 THRU 14

ACCORDING TO THE FINAL PLAT RECORDED
IN BOOK 808 OF MAPS, PAGE 23 M.C.R.
BEING A PORTION OF THE SOUTHEAST QUARTER OF
SECTION 22 TOWNSHIP 3 NORTH, RANGE 1 WEST, GILA
AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



RELEASE OF LIABILITY

CAM INVESTMENT 470 LLC, A DELAWARE LIMITED LIABILITY COMPANY, "OWNER", DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING 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 OWNERS 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, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

ON THIS ____DAY OF_____, 2022, BEFORE ME PERSONALLY

APPEARED _____, THE _____, AN _____, FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

LEGAL DESCRIPTION - GROSS SITE:

LOTS 1 AND 11 AND 12 AND 13 AND 14 OF THE FINAL PLAT FOR SKYWAY BUSINESS PARK AS SHOWN IN BOOK 808 OF MAPS AT PAGE 23, MARICOPA COUNTY RECORDS, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA: MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22, FOUND BRASS CAP IN HAND HOLE, BEARS NORTH 89 DEGREES 11 MINUTES 57 SECONDS WEST A DISTANCE OF 652.66 FEET TO A BRASS CAP FLUSH;

THENCE NORTH 00 DEGREES 29 MINUTES 09 SECONDS WEST, ALONG THE MONUMENT LINE OF 132ND AVENUE, A DISTANCE OF 122.53 FEET;

THENCE NORTH 89 DEGREES 11 MINUTES 51 SECONDS WEST A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 11 MINUTES 57 SECONDS WEST A DISTANCE OF 863.44 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 46 SECONDS WEST A DISTANCE OF 291.87 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 49 SECONDS EAST A DISTANCE OF 561.54;

THENCE NORTH 00 DEGREES 29 MINUTES 09 SECONDS WEST A DISTANCE OF 853.43 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 55 SECONDS EAST A DISTANCE OF 275.63 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 88 DEGREES 42 MINUTES 46 SECONDS, HAVING A RADIUS OF 25.00 FEET, AND WHOSE ARC LENGTH IS 38.71 FEET;

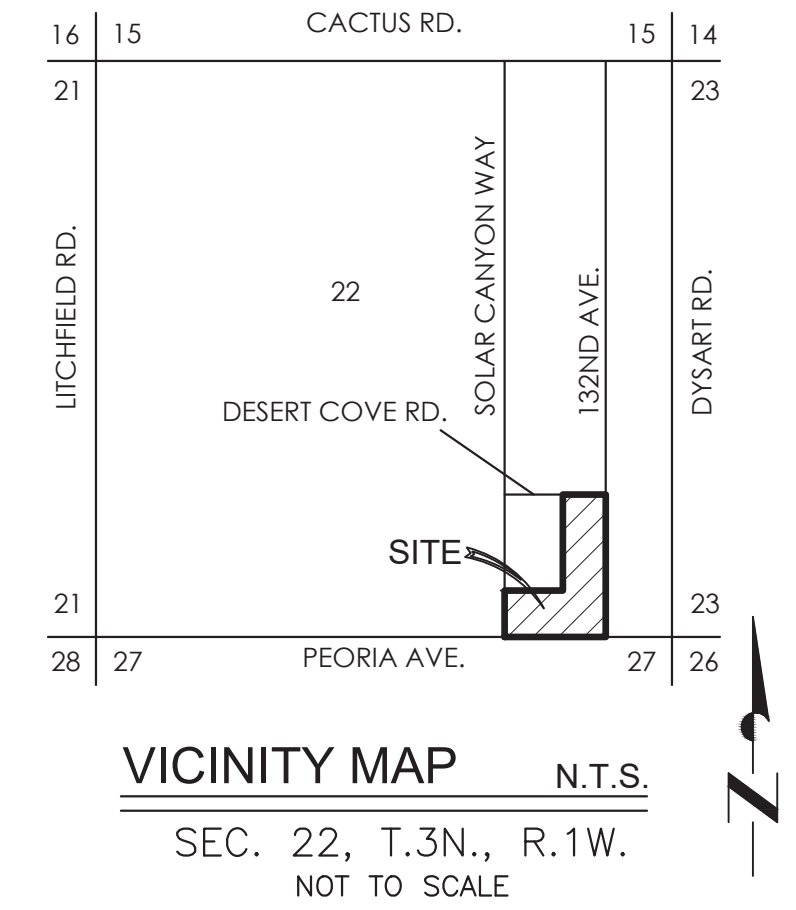
THENCE SOUTH 00 DEGREES 29 MINUTES 09 SECONDS EAST A DISTANCE OF 1120.86 FEET TO THE POINT OF BEGINNING.

NOTES

- ANY PARTY WITH RIGHTS TO ANY WATER OR SEWER EASEMENT THAT OVERLAPS ANOTHER WATER OR SEWER EASEMENT SHALL HAVE THE RIGHT TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, REPLACE, AND UTILIZE THE WATER/SEWER LINES/WATER METERS IN SUCH EASEMENTS THAT OVERLAP IN AN EMERGENCY SITUATION WITHOUT THE CONSENT OF ALL PARTIES WITH RIGHTS TO SUCH EASEMENTS. IN SUCH AREA THAT OVERLAP, IN A NON-EMERGENCY SITUATION ALL PARTIES SHALL CONSENT PRIOR TO ALLOWING ANY OTHER PARTY TO PERFORM ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, OR REPLACEMENT WORK WITHIN THE EASEMENT.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNERS OR THE BUSINESS' 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 BUSINESS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1680 L, WITH A DATE OF IDENTIFICATION OF 10-16-2013, 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.
- 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

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.



OWNER:
CAM INVESTMENT 470 LLC
1900 AVENUE OF THE STARS STE. 320
LOS ANGELES, CALIFORNIA 90067

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF PEORIA AVENUE, ALSO BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 22, USING A BEARING OF NORTH 89 DEGREES 11 MINUTES 57 SECONDS WEST, PER THE FINAL PLAT OF SKYWAY BUSINESS PARK, RECORDED IN BOOK 808, PAGE 23, M.C.R., RECORDING NO. 2006-0104840

SURVEY NOTES

- ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
- REFERENCE DOCUMENT USED FOR THIS PLAT IS FROM SKYWAY BUSINESS PARK FINAL PLAT, AS RECORDED IN BOOK 808, PAGE 23, M.C.R., RECORDING NO. 2006-0104840

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

GEOFF BRIMHALL
SURVEY MANAGER
ARIZONA RLS NO. 33308
KAEKO
4655 N. FLOWING WELLS RD.
TUCSON, AZ 85705

APPROVALS

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 _____

LOT AREAS

NET		
LOT #	AREA (SQ. FT.)	AREA (ACRES)
LOT 1	123,798	2.842
LOT 2	127,900	2.936
LOT 3	123,134	2.827
LOT 4	132,768	3.048
TOTAL	507,600	11.653

FS22-1189

DEVELOPER
SUN STATE BUILDERS
1050 W. WASHINGTON ST.
SUITE 214
TEMPE, ARIZONA 85281
CONTACT: STEVE BROWN
PHONE: 480.894.1286

ENGINEER
KAEKO
12409 W. INDIAN SCHOOL RD
C-303
AVONDALE, AZ 85392
CONTACT: NATE COTTRELL
PHONE: 623.536.1993

DRAWN BY: RVR

CHECKED BY: NLC

DATE: 10 / 17 / 2022

SCALE: AS NOTED

PROJECT #: 7022014

PURPOSE: FINAL PLAT

2ND - SUBMITTAL

FINAL PLAT
FOR
SKYWAY BUSINESS PARK
NWC PEORIA AVE AND 132ND AVE
SURPRISE, ARIZONA

12409 W. INDIAN
SCHOOL ROAD,
AVONDALE, AZ 85392
PHONE: 623.536.1993
FAX: 623.748.9008

KAEKO

REGISTERED LAND SURVEYOR
33308
GEOFFREY K. BRIMHALL
Date Signed 10/17/2022
Arizona, U.S.A.

SHEET 1 OF 2

FP-1

Page 86 of 281

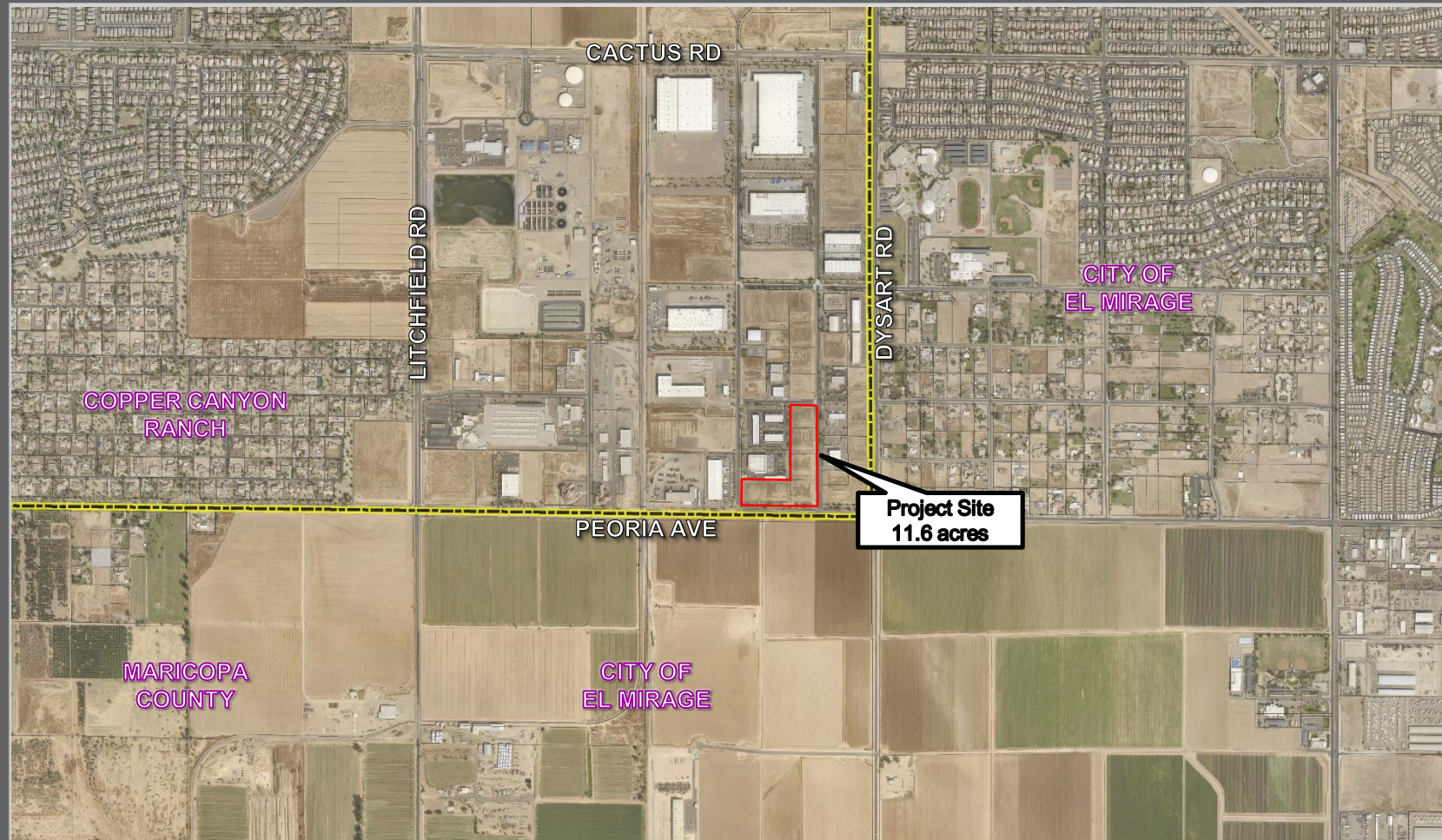




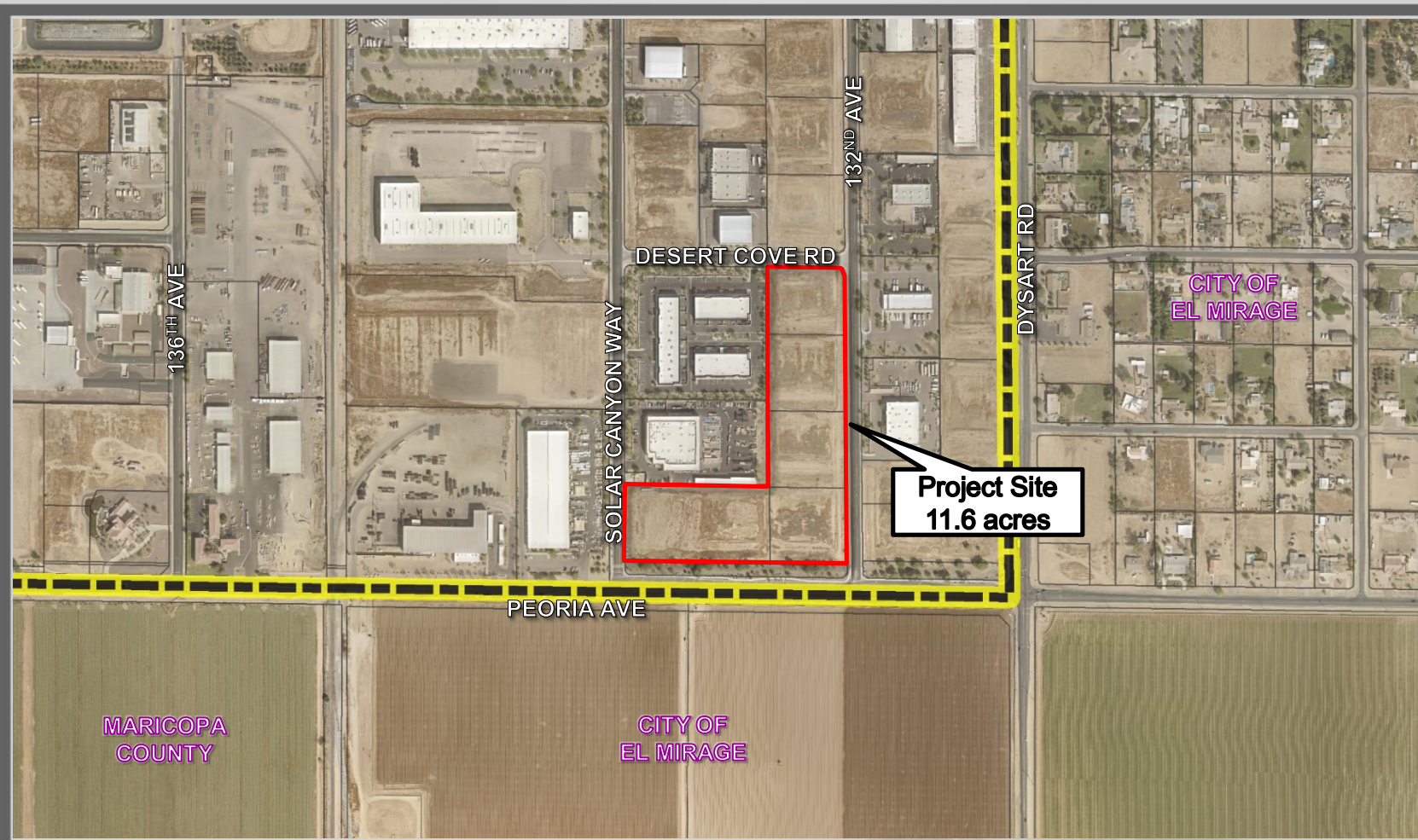
FS22-1189

Skyway Business Park - Final Plat

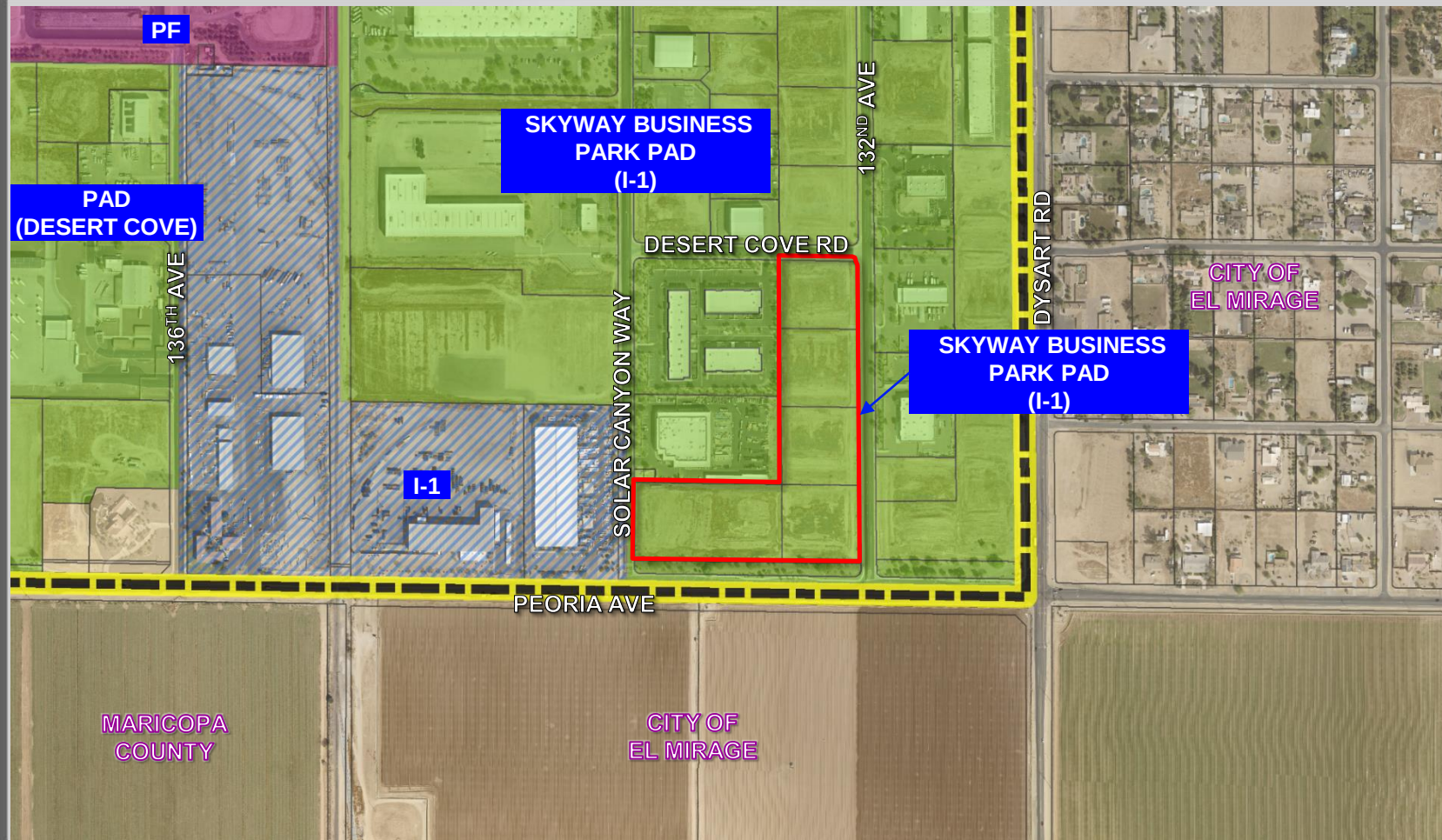
City Council – December 20, 2022



FS22-1189 VICINITY MAP



FS22-1189 VICINITY MAP



FS22-1189 ZONING MAP

DEDICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS, THAT CAM INVESTMENT 470, LLC, A DELAWARE LIMITED LIABILITY COMPANY, "OWNER," HAS SUBDIVIDED UNDER THE NAME SKYWAY BUSINESS PARK REPLAT OF LOT 1 AND LOTS 11 THRU 14, A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SKYWAY BUSINESS PARK REPLAT OF LOT 1 AND LOTS 11 THRU 14 AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS 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 PUBLIC AN EASEMENT OF EACH PARCEL, CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

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

OWNER HEREBY GRANTS TO THE PUBLIC A 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, CONSTRUCTION, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES.

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

THE OWNERS HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIATION EASEMENT OVER AND ACROSS THE 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 LIKE AIR FORCE BASE AND AUXILIARY FIELD.

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

OWNER OR SUBSEQUENT OWNERS HEREBY GRANT TO THE CITY OF SURPRISE ALL GROUND AND SURFACE WATER RIGHTS ASSOCIATED WITH THE PROPERTY OWNER OR SUBSEQUENT OWNERS SHALL CONVEY EXISTING IRRIGATION GRANTOR RIGHTS APPURTINANT TO THE PROPERTY TO THE CITY OF SURPRISE NON-IRRIGATION FOR LANDSCAPE OPEN AREAS AND RIGHTS-OF-WAY. OWNER OR SUBSEQUENT OWNERS SHALL EXTINGUISH AND CONVEY TO THE CITY ALL IRRIGATION GRANTOR RIGHTS WHICH REMAIN AFTER THE TYPE OF CONVEYANCE. OWNER OR SUBSEQUENT OWNERS HEREBY GRANT TO THE CITY OF SURPRISE ALL EXISTING WATER CREDITS, INCLUDING BUT NOT LIMITED TO BANKED, LONG TERM AND EXCHANGE RIGHTS ASSOCIATED WITH THE PROPERTY.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN OOR 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 COORDS, FUMES, DUSTS, AND PARTICLES, INCLUDING AIRBORNE PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE 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 THE OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, ARE EASEMENTS, WHICH EASEMENTS SHALL BE DEEMED TO BE DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY THE CITY OF SURPRISE. THE CITY UPON THEIR COMPLETION, HOWEVER, SUCH TRANSFER SHALL NOT OBLIGATE THE CITY COUNCIL FOR THE CITY OF SURPRISE MAKE ITS ACCEPTANCE BY SEPARATE FORMAL ACTION.

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

IN WITNESS WHEREOF, OWNER HAS HEREIN CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE

UNDERSTOOD, DAILY AUTHORIZED OFFICER THIS ____ DAY OF ____ 2022

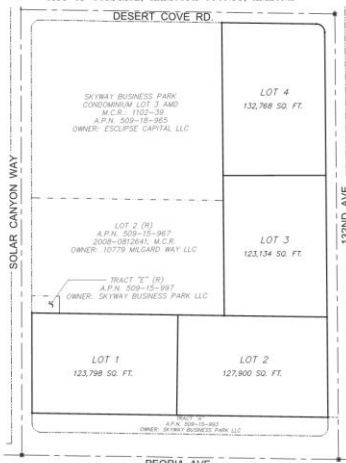
CAM INVESTMENT 470, LLC (OWNER)

BY: _____

ITS: _____

FINAL PLAT FOR SKYWAY BUSINESS PARK REPLAT OF LOT 1 AND LOTS 11 THRU 14

ACCORDING TO THE FINAL PLAT RECORDED IN BOOK 806 OF MAPS, PAGE 23 M.C.R. BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22 TOWNSHIP 3 NORTH, RANGE 1 WEST, GLA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



KEY MAP

RELEASE OF LIABILITY

CAM INVESTMENT 470, LLC, A DELAWARE LIMITED LIABILITY COMPANY, "OWNER," DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE, OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LIKE 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 LIKE AIR FORCE BASE AND ITS AUXILIARY FACILITIES. THIS INSTRUMENT 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. THE CITY OF SURPRISE SHALL NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING FLIGHT OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

OWNER HEREBY 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.

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA
ON THIS ____ DAY OF ____ 2022, BEFORE ME PERSONALLY

APPEARED, THE ____ AN ____
CITY OF SURPRISE, ARIZONA, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT

NOTARY PUBLIC:

MY COMMISSION EXPIRES:

LEGAL DESCRIPTION - GROSS SITE:

LOTS 1 AND 11 AND 12 AND 13 AND 14 OF THE FINAL PLAT FOR SKYWAY BUSINESS PARK AS SHOWN IN BOOK 806 OF MAPS AT PAGE 23, MARICOPA COUNTY RECORDS, LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, FLOOD BASIN 08P IN A 1/4 SECTION 22, FLOOD BASIN 08P, BEING THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE NORTH 00 DEGREES 29 MINUTES 09 SECONDS WEST, ALONG THE NORTH LINE OF 132ND AVENUE, A DISTANCE OF 122.53 FEET.

THENCE NORTH 89 DEGREES 11 MINUTES 51 SECONDS WEST A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 89 DEGREES 11 MINUTES 57 SECONDS WEST A DISTANCE OF 84.34 FEET.

THENCE NORTH 00 DEGREES 07 MINUTES 46 SECONDS WEST A DISTANCE OF 29.87 FEET.

THENCE SOUTH 89 DEGREES 11 MINUTES 49 SECONDS EAST A DISTANCE OF 58.154.

THENCE SOUTH 89 DEGREES 11 MINUTES 50 SECONDS EAST A DISTANCE OF 275.53 FEET TO

THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 88 DEGREES 42 MINUTES 46 SECONDS, HAVING A RADIUS OF 25.09 FEET, AND WHOLE ARC LENGTH IS 38.71 FEET.

THENCE SOUTH 00 DEGREES 29 MINUTES 09 SECONDS EAST A DISTANCE OF 1120.86 FEET TO THE POINT OF BEGINNING.

NOTES

- ANY PARTY WITH RIGHTS TO ANY WATER OR SEWER OR EASEMENT SHALL HAVE THE RIGHT TO INSTALL, CONVEY, MAINTAIN, REPAIR, REPLACE, AND UTILIZE THE WATER/SEWER LINES/WATER METERS IN SUCH EASEMENTS THAT OVERLAP IN AN EMERGENCY SITUATION WITHOUT THE PRESENT OF ALL PARTIES WITH RIGHTS TO SUCH EASEMENTS IN SUCH AREA THAT OVERLAP. IN A NON-EMERGENCY SITUATION ALL PARTIES SHALL CONSENT PRIOR TO ALLOWING ANY OTHER PARTY TO PERFORM ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, OR REPLACEMENT WORK WITHIN THE EASEMENT.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNERS OR THE BUSINESS ASSOCIATION FORMED BY THE OWNERS.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND THE LANDSCAPED AREAS BETWEEN THE CURB AND THE ATTACHED SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE BUSINESS ASSOCIATION FORMED BY THE OWNERS.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY MEDIAN OR PARKWAY SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OF PUBLIC RIGHTS WITH THIS PLAT ARE IN CONFORMANCE WITH THE CITY ENGINEER'S GENERAL PLAN.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING A LOW FLOOD RISK. THE CITY OF SURPRISE HAS BEEN ADVISED BY THE EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS, THAT THIS PROPERTY IS LOCATED WITHIN A FLOOD HAZARD IDENTIFICATION OF 10-16-2013, FOR COMMUNITY NO. 3308, AND THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 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.

PUBLIC NOTICE

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



OWNER: CAM INVESTMENT 470, LLC
1900 AVENUE OF THE STARS, STE. 320
LOS ANGELES, CALIFORNIA 90067

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF PEORIA AVENUE, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, BEING A BEARING OF NORTH 89 DEGREES 11 MINUTES 51 SECONDS WEST, PER THE FINAL PLAT OF SKYWAY BUSINESS PARK, RECORDED IN BOOK 806, PAGE 23, M.C.R., RECORDS OF MARICOPA COUNTY, ARIZONA.

SURVEY NOTES

- ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
- REFERENCE DOCUMENT USED FOR THIS PLAT IS FROM SKYWAY BUSINESS PARK FINAL PLAT, AS RECORDED IN BOOK 806, PAGE 23, M.C.R., RECORDING NO. 2006-0104840.

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL NECESSARY MONUMENTS EXISTING HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

GEORGE BRIMMALL
SURVEY MANAGER
ARIZONA L.S. NO. 33308
RANCHO
HARRIS IN FLOWING WELLS RD.
TUCSON, AZ 85705

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL
DATE: ____/____/2022
APPROVED BY: ____
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: ____

LOT AREAS

LOT #	AREA (SQ. FT.)	AREA (ACRES)
LOT 1	123,798	2.842
LOT 2	127,900	2.936
LOT 3	123,124	2.857
LOT 4	132,768	3.048
TOTAL	507,690	11.683

DEVELOPER	
SUN STATE BUILDERS 2010 N. WILSON ST. SUITE 214 MARIETTA, GA 30067 CONTACT: STEVE BROWN PHONE: 404.875.1111	
ENGINEER	
FARRER 10000 N. REDDING RD. STE. 100 PHOENIX, AZ 85028 CONTACT: MARY COTTELL PHONE: 602.538.0001	
REVISION	DATE
CHECKED BY: NAC	DATE: ____/____/2022
SCALE: AS NOTED	DATE: ____/____/2022
APPROVED BY: NAC	DATE: ____/____/2022
PURPOSE: FINAL PLAT	DATE: ____/____/2022
2ND SUBMITTAL	DATE: ____/____/2022
FINAL PLAT FOR SKYWAY BUSINESS PARK NWC PEORIA AVE AND 132ND AVE SURPRISE, ARIZONA	
12400 W. INDIAN SCHOOL ROAD AVONDALE, AZ 85002 PHONE: 602.448.8000	
KAEKO	
SHEET 1 OF 2	
FP-1	





QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 20, 2022 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Re-plat of Mesquite Mountain Ranch, Phase 1-Lots 45, 46, and Tract D" and dated November 2022, a property generally located on the northeast corner 227th Ave. and Beardsley Rd; Case FS22-1215.

Motion:

I move to approve the Final Plat entitled, "Re-plat of Mesquite Mountain Ranch, Phase 1-Lots 45, 46, and Tract D" and dated November 2022.

Background:

The subject request involves a Re-Plat for Mesquite Mountain Ranch, Phase 1-Lots 45, 46, and Tract D. The proposed Re-plat will change the width of lots 45 and 46 from 53' to 58'.

Objective Analysis:

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

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various neighborhood types included within the character area. At 3.67 DU/Ac, the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-1215 Mesquite Mountain Ranch Phase 1 Replat - Staff Report
 2. 01 - FS22-1215 Mesquite Mountain Ranch Phase 1 Replat - Vicinity Map
 3. 02 - FS22-1215 Mesquite Mountain Ranch Phase 1 Replat - Zoning Map
 4. 03 - FS22-1215 Mesquite Mountain Ranch Phase 1 Replat - Final Plat
 5. 04 - FS22-1215 Mesquite Mountain Ranch Phase 1 Replat - Luke Ltr
 6. FS22-1215 Mesquite Mountain Ranch Phase 1 Replat - Presentation 122022 CC
-

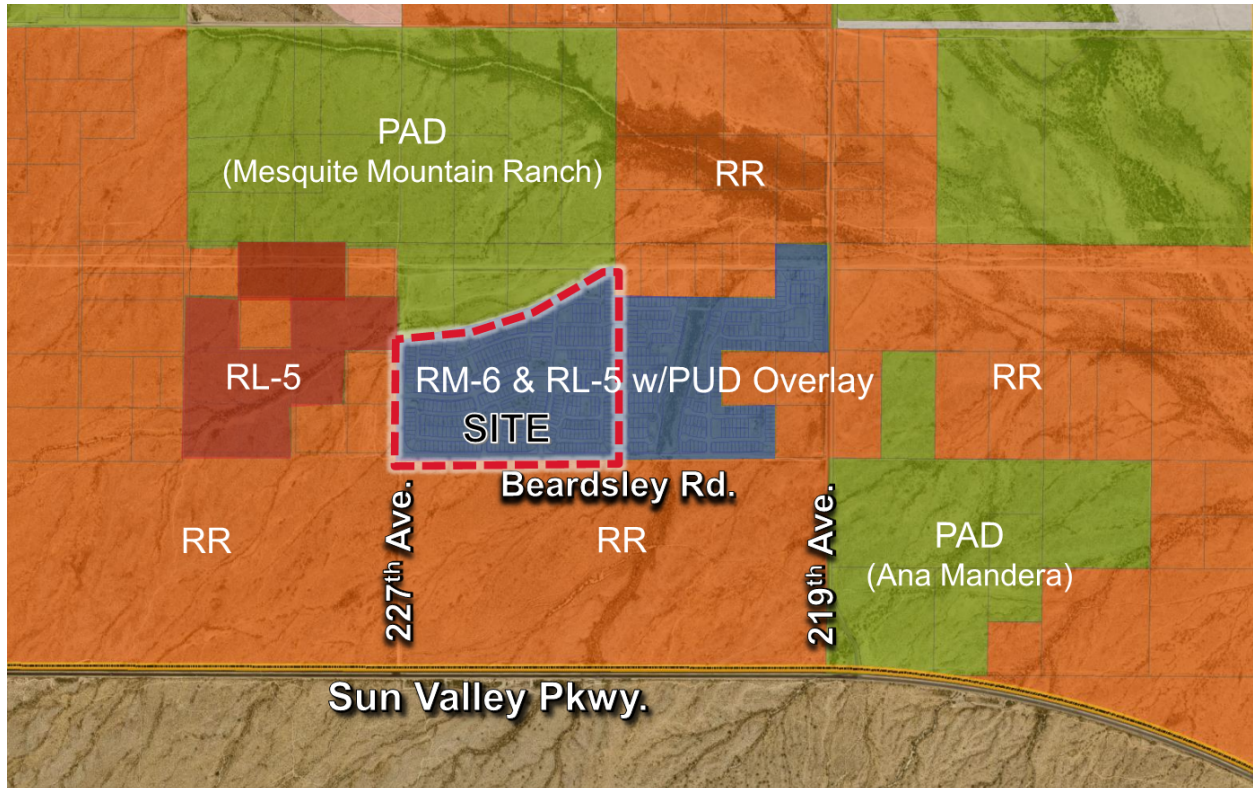
1 **Case:** **FS22-1215**
2
3 **Project Name:** Mesquite Mountain Ranch Phase 1 – Final Plat
4
5 **Council District:** 1 - Acacia
6
7 **City Council Date:** **December 20, 2022**
8
9 **Planner:** Leslie Carnie, Planner II
10
11 **Owner:** THNC Arizona Marketing LLC
12
13 **Applicant:** GM Civil Engineering & Surveying
14
15 **Request:** Re-plat of Mesquite Mountain Ranch Phase 1, Lots 45, 46
16 and Tract D
17
18 **Site Location:** Generally located on the northeast corner 227th Ave. and
19 Beardsley Rd.
20
21 **Site Size:** 1.54 acres
22
23 **General Plan**
24 **Conformance:** The proposed Final Plat is consistent with the Surprise
25 General Plan 2035.
26
27
28 **Support Opposition:** None known
29
30
31
32
33
34
35
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40
41
42
43

PROJECT DESCRIPTION:

The subject request involves a replat of Mesquite Mountain Ranch Phase 1. The proposed replat adjusts the width of lots 45, 46, and Tract D. The project site is generally located on the northeast corner 227th Ave. and Beardsley Rd.

SURROUNDING LAND ZONING:

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



RL-5	PAD (Mesquite Mountain Ranch)	RR-Rural Residential
RR-Rural Residential	RM-6 & RL-5 with PUD Overlay	RM-6 & RL-5 with PUD Overlay
RR-Rural Residential	RR-Rural Residential	RR-Rural Residential

BACKGROUND:

June 8, 1989: The subject parcels were annexed into the City of Surprise with Ordinance 89-05.

May 11, 2006: The subject parcels were rezoned to Mesquite Mountain Ranch PAD under Case PAD05-314.

90 **Utility and Services Table:**

91

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Wickenburg Unified

92

93 **Conformance with Adopted Plans:**

94
95 The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood
96 Character Area, which supports residential development of up to 8 DU/Ac or more.
97

98 **Reviewing Agencies:**

99
100 In addition to the standard city reviewing agencies, who indicate no objections to the
101 requests, Luke Air Force Base, Maricopa Water District, and Maricopa County Department
102 of Transportation (MCDOT) were included in the routing of this case. These agencies also
103 indicate no objections.
104

105 **Summary:**

106
107 The subject Final Plat meets the requirements of the Mesquite Mountain Ranch III PUD. All
108 city reviewing departments have reviewed the request and expressed no concerns.
109

110 **Findings:**

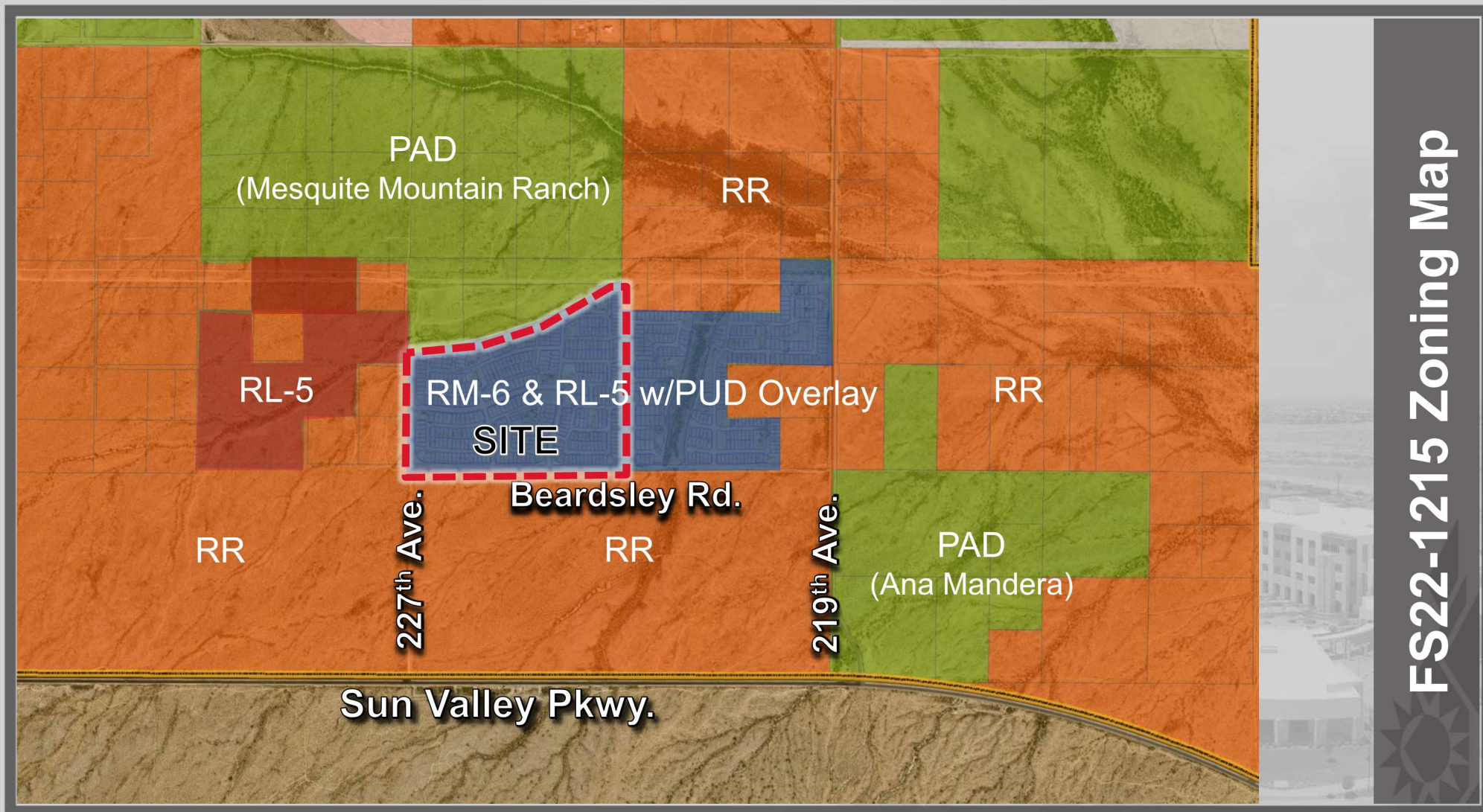
- 111
- 112 • The proposed Final Plat is consistent with the Mesquite Mountain Ranch III PUD
 - 113 approved under case FS18-617
 - 114 • The proposed Final Plat is consistent with the Preliminary Plat, case FS19-870.
 - 115 • The proposed Final Plat is consistent with the applicable City of Surprise regulations.
 - 116 • The reviewing agencies have indicated no objections to the request

117 **Attachments:**

- 118
- 119 01 Vicinity Map
 - 120 02 Zoning Map
 - 121 03 Final Plat
 - 122 04 Luke AFB Letter



FS22-1215 Vicinity Map



RE-PLAT
OF

"MESQUITE MOUNTAIN RANCH, PHASE 1 -LOTS 45, 46, AND TRACT D"
A RE-PLAT OF LOTS 45, 46, AND TRACT D OF MESQUITE MOUNTAIN RANCH, PHASE 1A, AS RECORDED IN
BOOK 1656 OF MAPS, PAGE 30, OF THE MARICOPA COUNTY RECORDER, SITUATED IN A PORTION OF THE
SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, CITY OF SURPRISE , MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT TNHC ARIZONA MARKETING LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS RE-PLAT OF "MESQUITE MOUNTAIN RANCH, PHASE 1 -LOTS 45, 46, AND TRACT D" SURPRISE, ARIZONA, A RE-PLAT OF LOTS 45, 46 AND TRACT D MESQUITE MOUNTAIN RANCH, PHASE 1, AS RECORDED IN BOOK 1656 OF MAPS, PAGE 30, OF THE MARICOPA COUNTY RECORDER, SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "MESQUITE MOUNTAIN RANCH, PHASE 1 -LOTS 45, 46, AND TRACT D" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND TRACT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE CITY OF SURPRISE FOR USE, AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE FINAL PLAT OF MESQUITE MOUNTAIN RANCH, PHASE 1, AS RECORDED IN BOOK 1656 OF MAPS, PAGE 30, OF THE MARICOPA COUNTY RECORDER SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS RE-PLAT.

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

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

OWNER, HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, AND 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 FIELDS.

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

ALL IMPROVEMENTS FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY THE 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 THE 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 FORMAL COUNCIL ACTION.

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

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

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

TRACT D IS HEREBY DEDICATED TO A FUTURE HOMEOWNER'S ASSOCIATION AND DECLARED FOR THE SPECIFIC USES IDENTIFIED ON THE TRACT SUMMARY TABLE PROVIDED HEREIN ON PAGE 3 OF THIS RE-PLAT AND SUBJECT TO THE EASEMENTS DEDICATED TO THE CITY OF SURPRISE.

IN WITNESS WHEREOF:
TNHC ARIZONA MARKETING LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURES OF THE UNDERSIGNED MEMBER REPRESENTATIVES DULY AUTHORIZED THIS _____ DAY OF _____ 20____.

TNHC ARIZONA MARKETING LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

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

TNHC ARIZONA MARKETING LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER) DOES HEREBY: (1) RELEASE AND DISCHARGE THE UNITED STATE 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 OF PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING THE 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 A 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.

TNHC ARIZONA MARKETING LLC, A DELAWARE LIMITED LIABILITY COMPANY (OWNER) DOES HEREBY: (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND OF 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 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.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE CITY OF SURPRISE DESIGNATION OF ASSURED WATER SUPPLY, NO. 86-002344.0001, PURSUANT A.R.S. § 45-576

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

ON THIS DAY _____ OF _____, 20____, BEFORE ME, THE UNDERSIGNED _____, PERSONALLY APPEARED, WHO ACKNOWLEDGE HIMSELF TO BE THE _____ OF TNHC ARIZONA MARKETING LLC, A DELAWARE LIMITED LIABILITY COMPANY AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS OF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

LEGAL DESCRIPTION

LOTS 45, 46, AND TRACT D OF THE FINAL PLAT OF "MESQUITE MOUNTAIN RANCH, PHASE 1", ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 1656 OF MAPS, PAGE 30.

NOTES

1. NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, SHRUBS, AND GROUND COVER THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
3. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
4. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
5. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
6. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" AND "A" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1195L WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, AND LOMR CASE NO. 16-09-1336P, EFFECTIVE APRIL 14, 2017 IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
7. IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. 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.
9. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE MESQUITE MOUNTAIN RANCH PRELIMINARY PLAT, APPROVED 9/15/2020 UNDER CASE FS20-373.

APPROVALS

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

BY: _____
CITY ENGINEER

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

ATTEST:

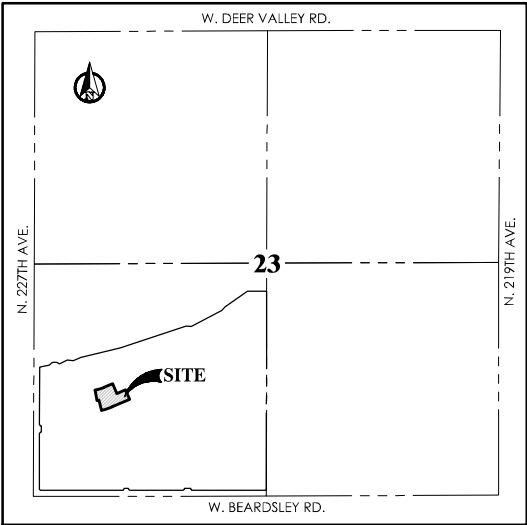
MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

SHEET INDEX

SHEET 1	COVER
SHEET 2	KEYMAP , LEGEND, MONUMENT NOTES, RECORD DOCUMENTS
SHEET 3	TYPICAL PLAN SHEET, LOT AREA TABLE, TRACT SUMMARY TABLE, ARE TABLE, AND RESIDENTIAL DEVELOPMENTS STANDARDS TABLES.

OWNER:
**TNHC ARIZONA
MARKETING LLC**
8501 N. SCOTTSDALE RD. SUITE 280
SCOTTSDALE, AZ 85253



VICINITY MAP
N.T.S.

SURVEYOR'S STATEMENT

I, LANCE C. DICKSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS. ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BY: LANCE C. DICKSON, R.L.S. #46643
ARIZONA SURVEYING AND MAPPING
2440 W. MISSION LANE, SUITE 4
PHOENIX, ARIZONA 85021
(602) 246-9919

I, JOHN N. ROGERS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY DECLARE THAT THE INTERNAL LOT AND TRACT LINES, EASEMENTS, RIGHTS-OF-WAY, AND OTHER CALCULATIONS OTHER THAN PROPERTY BOUNDARY, WERE PROPERLY PREPARED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE STATE OF ARIZONA.



BY: JOHN N. ROGERS, R.L.S. #54332
GOODWIN AND MARSHALL, INC.
2705 S. ALMA SCHOOL RD., STE. 2
CHANDLER, ARIZONA 85286
(602) 218-7285

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 3 WEST AS SHOWN ON THE FINAL PLAT OF MESQUITE MOUNTAIN RANCH, PHASE 1A RECORDED IN BOOK 958 OF MAPS, PAGE 14, MCR, SAID BEARING BEING N 00°11'57" E AS MEASURED BETWEEN MONUMENTS NUMBER 6 AND 7 SHOWN HEREIN AND DESCRIBED UNDER MONUMENT NOTES.

PREPARED October 2022

SHEET 1 OF 3

PREPARED BY:

**GOODWIN &
MARSHALL**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

SURVEYED BY:



Arizona Surveying and Mapping
2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

"REPLAT OF MESQUITE MOUNTAIN RANCH, PHASE 1 -LOTS 45, 46, AND TRACT D"

CASE NO.
FS22-1215
W:\10846A - MMAR\COGO\PLAT\PHASE 1\REPLAT\10846A-RPLAT\PH1-SHEETS.dwg



2639.92' (R5)
2640.11' (R2)
N 00°11'57" E 2639.93' (M)
WEST LINE OF THE SW 1/4 OF SEC. 23, T4N, R3W
1430.73'
NORTH 227TH AVENUE



LEGEND	
●	FOUND MONUMENT AS NOTED
•	SET CORNER OF THIS PLAT PER MAG. STD. DTL. 120-1 TYPE "C"
•	SET BRASS CAP FLUSH PER MAG. STD. DTL. 120-1 TYPE "B"
SQ. FT.	SQUARE FEET
R/W	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
S.E.	SEWER EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
L.S.	LANDSCAPE EASEMENT
V.N.A.E.	VEHICLE NON-ACCESS EASEMENT
W.E.	WATER EASEMENT
BK	BOOK
PG	PAGE
MCR	MARICOPA COUNTY RECORDS
(M)	MEASURED
(R)	RECORD
—	PLAT BOUNDARY LINE
—	RIGHT-OF-WAY LINE
—	ADJOINER LINE
—	SECTION LINE
—	EASEMENT LINE
—	CENTER LINE

RECORD DOCUMENTS

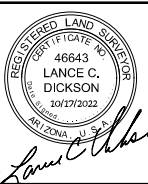
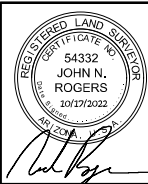
- (R1) FINAL PLAT OF MESQUITE MOUNTAIN RANCH, PHASE 1, BK. 1656 OF MAPS, PG. 30, MCR
- (R2) FINAL PLAT OF MESQUITE MOUNTAIN RANCH, PHASE 1A, BK. 958 OF MAPS, PG. 14, MCR
- (R3) FINAL PLAT OF MESQUITE MOUNTAIN RANCH, PHASE 2, BK. 982 OF MAPS, PG. 1, MCR
- (R4) MAP OF DEDICATION OF WEST BEARDSLEY ROAD AND NORTH 227TH AVENUE BK. 958 OF MAPS, PG. 13, MCR
- (R5) RECORD OF SURVEY BK. 1524 OF MAPS, PG. 41, MCR

MONUMENT NOTES

- 1 FOUND ALUMINUM CAP IN POTHOLE DOWN 0.2', EAST QUARTER CORNER OF SECTION 23, T4N, R3W, POSITION ACCEPTED IN (R4)
- 2 FOUND ALUMINUM CAP IN POTHOLE DOWN 0.30', SOUTHEAST CORNER OF SECTION 23, T4N, R3W, POSITION ACCEPTED IN (R4)
- 3 FOUND 1/2" REBAR IN POTHOLE 8.45' NORTH AND 0.29' EAST OF MONUMENT #1, POSITION NOT ACCEPTED IN (R4)
- 4 FOUND BENT IRON PIPE 16.36' NORTH AND 2.01' FEET WEST OF MONUMENT #2, POSITION NOT ACCEPTED IN (R4)
- 5 FOUND ALUMINUM CAP RLS# 46643, SOUTH QUARTER CORNER OF SECTION 23, T4N, R3W, POSITION ACCEPTED IN (R4)
- 6 CALCULATED POSITION OF RECORDED GLO CAP, SOUTHWEST CORNER OF SECTION 23, T4N, R3W, ALSO FOUND 3/4" IRON PIPE DOWN 1.00', 0.33' WEST AND 0.42' NORTH
- 7 FOUND GLO BRASS CAP FLUSH, WEST QUARTER CORNER OF SECTION 23, T4N, R3W
- 8 FOUND ALUMINUM CAP RLS# 46643, CENTER OF SECTION 23, POSITION ACCEPTED IN (R4) FOR THE NORTH/SOUTH EAST/WEST MIDSECTION LINES, ALSO FOUND 1/2" REBAR RLS#33881, 4.32' NORTH OF CENTER OF SECTION 23, T4N, R3W

PREPARED October 2022

SHEET 2 OF 3



PREPARED BY:

GOODWIN AND
MARSHALL INC.

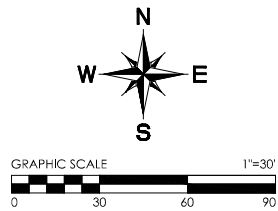
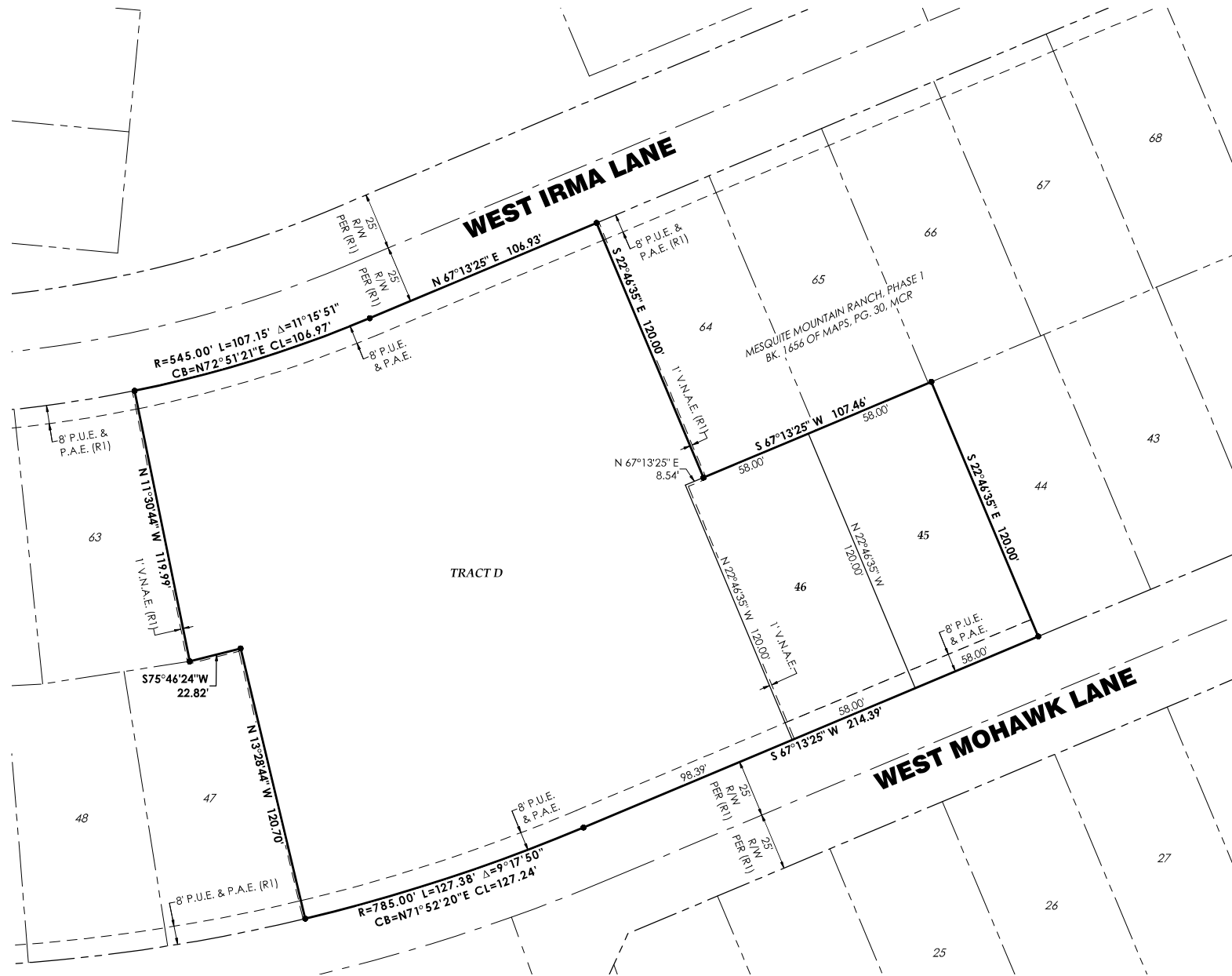
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

SURVEYED BY:



Arizona Surveying and Mapping
2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com



AREA SUMMARY TABLE		
	SQ. FT.	ACRES
GROSS AREA	66,939	1.537
PUBLIC RIGHT-OF-WAY	0	0.000
NET AREA	66,939	1.537
AREA OF TRACTS	53,019	1.217
AREA OF LOTS	13,920	0.320
SITE DATA		
TOTAL NUMBER OF LOTS	2	
OVERALL DENSITY	3.67 DU/"GROSS" ACRE	
AVERAGE AREA PER LOT	6,960 SQUARE FEET	
PERCENTAGE OF OPEN SPACE	79.2%	

RESIDENTIAL DEVELOPMENT STANDARDS								
ZONING DISTRICT	MINIMUM LOT SIZE			MAXIMUM BUILDING HEIGHT	MINIMUM YARD SETBACKS			
	AREA	WIDTH	DEPTH		FRONT	SIDE	TOTAL SIDE	REAR
RM-6-PUD	5,280	48	110	35'	12 / 21	5	10	20

TRACT SUMMARY TABLE				
TRACT	AREA (SQ. FT.)	AREA (ACRES)	USAGE	MAINTENANCE RESPONSIBILITY
TRACT D	53,019	1.217	L.S., D.S., TRAIL, PARK	H.O.A.

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
45	6,960	0.160
46	6,960	0.160

LAND USE LEGEND

L.S. LANDSCAPE

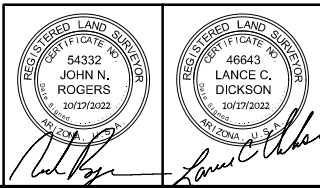
D.E. DRAINAGE

MAINTENANCE LEGEND

H.O.A. HOME OWNERS ASSOCIATION

PREPARED October 2022

SHEET 3 OF 3



PREPARED BY:

GOODWIN AND MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

SURVEYED BY:

ASAM
Arizona Surveying and Mapping

Arizona Surveying and Mapping
2440 W. Mission Lane, Suite 4, Phoenix, Arizona 85021
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

"REPLAT OF MESQUITE MOUNTAIN RANCH, PHASE I - LOTS 45, 46, AND TRACT D"

CASE NO. FS22-1215
W:\10846A - MM\PROJECTS\PHASE I\REPLAT\10846A-RPLAT-FH1-SHEETS.dwg

Leslie Carnie

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Monday, September 12, 2022 9:41 AM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS22-1215 Mesquite Mountain Ranch Phase 1 Replat - New Digital Submittal 08.26.22
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Nichole,

Thank you for allowing Luke AFB to make comments on the Mesquite Mountain Ranch Phase 1 Replat application.

As described in the application, this request to revise lot 45 and 46 will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day. A strong notification program on the part of the applicant is essential to inform residents about Luke AFB operations.

Respectfully,

Mark James
56th Fighter Wing, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

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

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Friday, August 26, 2022 12:41 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay ONeil <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Subject: [Non-DoD Source] FS22-1215 Mesquite Mountain Ranch Phase 1 Replat - New Digital Submittal 08.26.22

Good afternoon,

Attached please find the application, narrative, and (re)final plat for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores

Planning Project Coordinator

City of Surprise | Community Development

16000 N Civic Center Plz | Surprise AZ 85374

(623) 222-3244 Direct

Please note effective August 3, 2022, we will be adding a 2-business day out-processing for ALL notices

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

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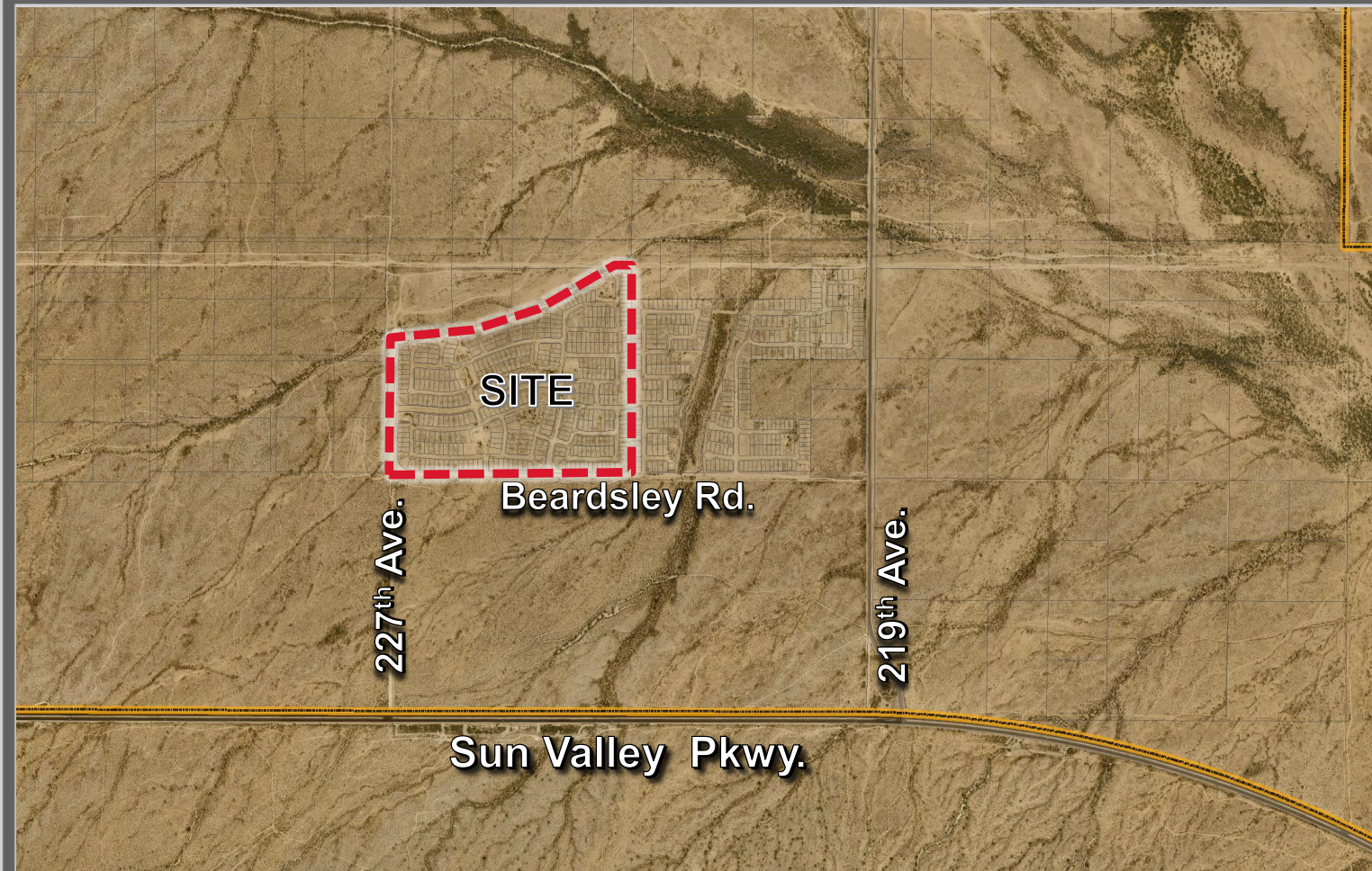


SURPRISE
ARIZONA

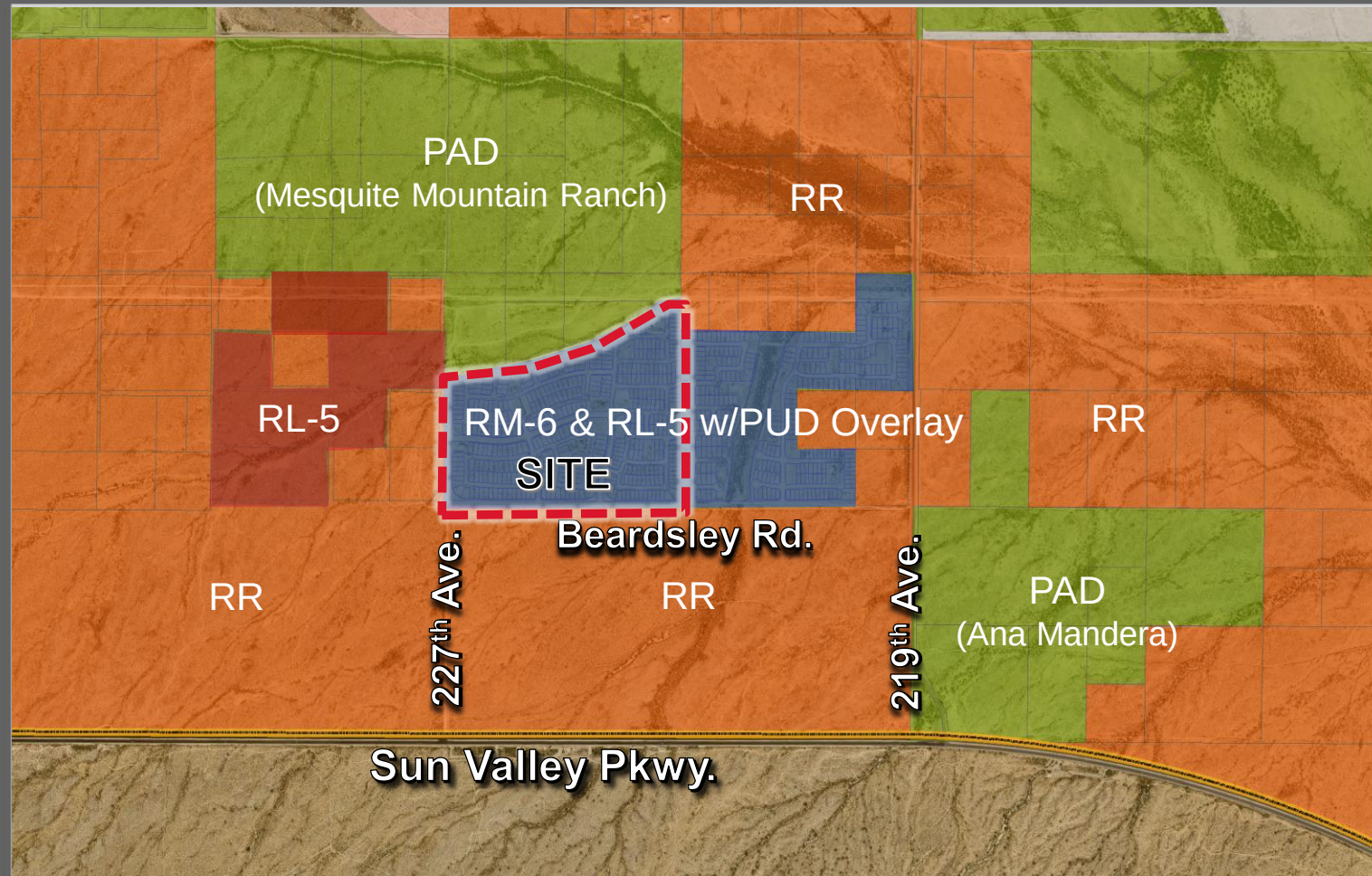
FS22-1215

Mesquite Mountain Ranch Phase 1 Re-Plat

City Council
December 20, 2022



FS22-1215 Vicinity Map





S
MOUNTAIN RANCH
PS, PG. 30, MCR
MOUNTAIN RANCH
PS, PG. 14, MCR
MOUNTAIN RANCH
PS, PG. 1, MCR
WEST BEARDSLEY
AVENUE
MCR
MCR

- 1 FOUND ALUMINUM CAP IN POTCHOLE DOWD 3.7' EAST QUARTER CORNER OF SECTION 23, T4N, R36E. POSITION ACCEPTED IN (#8)
- 2 FOUND ALUMINUM CAP IN POTCHOLE DOWD 0.30' SOUTHEAST CORNER OF SECTION 23, T4N, R36E. POSITION ACCEPTED IN (#8)
- 3 FOUND 1/2" BEAR IN POTCHOLE 0.45' NORTH AND 0.39' EAST OF MONUMENT #1. POSITION NOT ACCEPTED IN (#8)
- 4 FOUND BENT IRON PIPE 1.36' NORTH AND 2.01' WEST OF MONUMENT #2. POSITION NOT ACCEPTED IN (#8)
- 5 FOUND ALUMINUM CAP REL# 46643, SOUTH 1/4 QUARTER CORNER OF SECTION 23, T4N, R36E. POSITION ACCEPTED IN (#8)
- 6 CALCULATED POSITION OF RECORDED OLD CAP, SOUTHEAST CORNER OF SECTION 23, T4N, R36E, ALSO FOUND 3/4" IRON PIPE DOWD 1.00', 0.33' WEST AND 0.42' NORTH
- 7 FOUND OLD BRASS CAP REL# WEST QUARTER CORNER OF SECTION 23, T4N, R36E
- 8 FOUND ALUMINUM CAP REL# 46643, CENTER OF SECTION 23, T4N, R36E. POSITION ACCEPTED IN (#8)
- 9 NORTH-SOUTH EAST/WEST MONUMENT LINES, ALSO FOUND 1/2" BEAR IN SDBH 1:2081, 4.32' NORTH OF CENTER OF SECTION 23, T4N, R36E

1 FOUND ALUMINUM CAP IN POTHOLE DOWN 0.2',
EAST QUARTER CORNER OF SECTION 23, T4N, R3W,
POSITION ACCEPTED IN (84)

- 1 FOUND ALUMINUM CAP IN POTCHOLE DOWEN 0.27, EAST SOUTHWEST CORNER OF SECTION 23, 14N, 83E. POSITION ACCEPTED IN (84)
- 2 FOUND ALUMINUM CAP IN POTCHOLE DOWEN 0.30, SOUTHEAST CORNER OF SECTION 23, 14N, 83E. POSITION ACCEPTED IN (84)
- 3 FOUND 1/2" REBAR IN POTCHOLE 8.45" NORTH AND 0.29 EAST OF MONUMENT #1. POSITION NOT ACCEPTED IN (84)
- 4 FOUND BENT IRON PIPE 14.36 NORTH AND 2.01 WEST OF MONUMENT #2. POSITION NOT ACCEPTED IN (84)
- 5 FOUND ALUMINUM CAP REBAR 46643, SOUTH QUARTER CORNER OF SECTION 23, 14N, 83E. POSITION ACCEPTED IN (84)
- 6 CALCULATED POSITION OF RECORDED GLO CAP, SOUTHWEST CORNER OF SECTION 23, 14N, 83E. ALSO FOUND 3/4" IRON PIPE DOWN 1.00, 0.03 WEST AND 0.67 NORTH
- 7 FOUND GLO BRASS CAP PLUS, WEST QUARTER CORNER OF SECTION 23, 14N, 83E
- 8 FOUND ALUMINUM CAP REBAR 46643, CENTER OF SECTION 23. POSITION ACCEPTED IN (84) FOR THE NORTH-SOUTH EAST/WEST SUBMERION LINES. ALSO FOUND 1/2" REBAR 15.28881 - 4.32 NORTH OF CENTER OF SECTION 23, 14N, 83E

SHEET 2 OF 3

SURVEYED BY _____

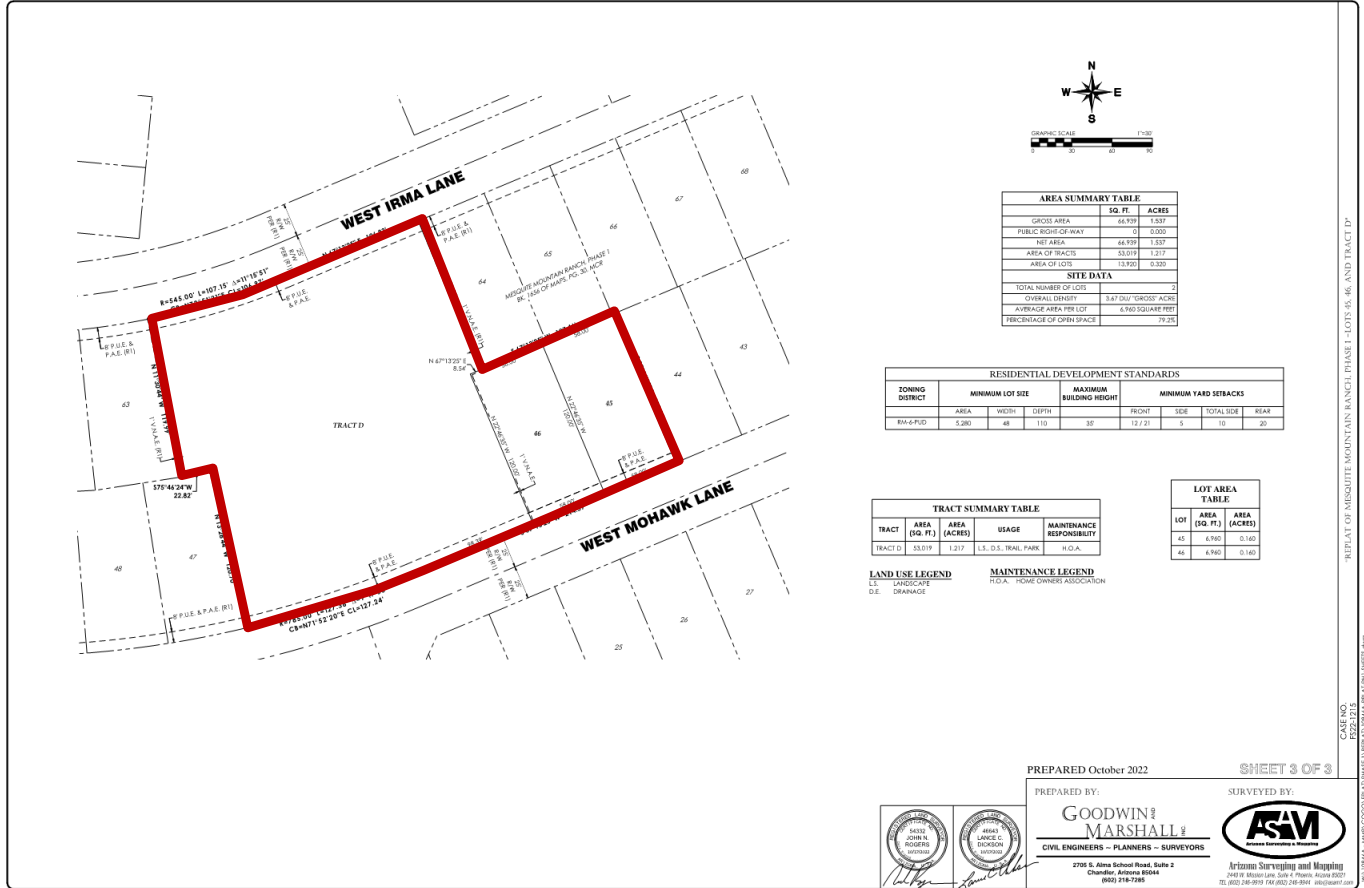


Arizona Surveying and Mapping
2443 W. Mission Lane, Suite 4, Phoenix, Arizona 85027
T (602) 246-3515 FAX (602) 246-8944 info@psm1.com

CASE NO.
FS22-1215

W:\10846A - MWR\COGO\PLAT\PHASE 1\REPLAT\10846A-PLAT-PH1-SHEETS.dwg

Page 111 of 281



AREA SUMMARY TABLE		
	SQ. FT.	ACRES
GROSS AREA	66,939	1.537
PUBLIC RIGHT-OF-WAY	0	0.000
NET AREA	66,939	1.537
AREA OF TRACTS	55,019	1.217
AREA OF LOTS	13,920	0.320
SITE DATA		
TOTAL NUMBER OF LOTS		2
OVERALL DENSITY	3.67 DU/ "GROSS" ACRE	
AVERAGE AREA PER LOT	6,960 SQUARE FEET	
PERCENTAGE OF OPEN SPACE	79.2%	

RESIDENTIAL DEVELOPMENT STANDARDS							
ZONING DISTRICT	MINIMUM LOT SIZE			MAXIMUM BUILDING HEIGHT	MINIMUM YARD SETBACKS		
	AREA	WIDTH	DEPTH		FRONT	SIDE	REAR
RM-6-PUD	5,280	48	110	30	12 / 21	5	20

TRACT SUMMARY TABLE			
TRACT	AREA (SQ. FT.)	AREA (ACRES)	MAINTENANCE RESPONSIBILITY
TRACT D	55,019	1.217	U.S. D.S. TRAIL PARK

LOT AREA TABLE		
LOT	AREA (SQ. FT.)	AREA (ACRES)
45	6,790	0.140
46	6,790	0.140

LAND USE LEGEND
L.S. LANDSCAPE
D.E. DRAINAGE

MAINTENANCE LEGEND
H.O.A. HOME OWNERS ASSOCIATION



PREPARED October 2022

SHEET 3 OF 3

PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2700 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 778-7260



CASE NO. FS22-1215
REPT. OF MISSOURI MOUNTAIN RANCH PHASE 1 - LOTS 45, 46, AND TRACT D

FS22-1215 Final Plat



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 20, 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 Christopher Todd at Rancho Trugold located at 17180 West Sweetwater Avenue; Resolution # 2022-109.

Motion:

I move to approve Resolution # 2022-109.

Background:

The Public Works Department conducted the final inspection of the public improvements for Christopher Todd at Rancho Trugold on or about July 21st, 2022, totaling 122,421 SY (approximately 2,717 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 \$1,120,252.13

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 2022-109 Accept Infra at Rancho Trugold final
 2. 02 FS19-517 NOC LETTER
 3. 03 FS19-517 Inspector Sign Off Form
 4. 04 Linear Foot Verification
-

RESOLUTION # 2022-109

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT CHRISTOPHER TODD AT RANCHO TRUGOLD GENERALLY LOCATED AT 17180 WEST SWEETWATER AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "RANCHO TRUGOLD" on, April 16, 2019;

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

WHEREAS, John C. and Helen G. Truman Trust and James S. Truman and Carol D. Truman the developer of Rancho Trugold, dedicated to the City the street and Public Improvements, generally located at 17180 West Sweetwater Avenue;

WHEREAS, on or about July 21st, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

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

Christopher Todd at Rancho Trugold

INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- DRAINAGE
- ROADWAY
Asphalt/Pavement,
Concrete (Curb & Gutter,
Sidewalk)

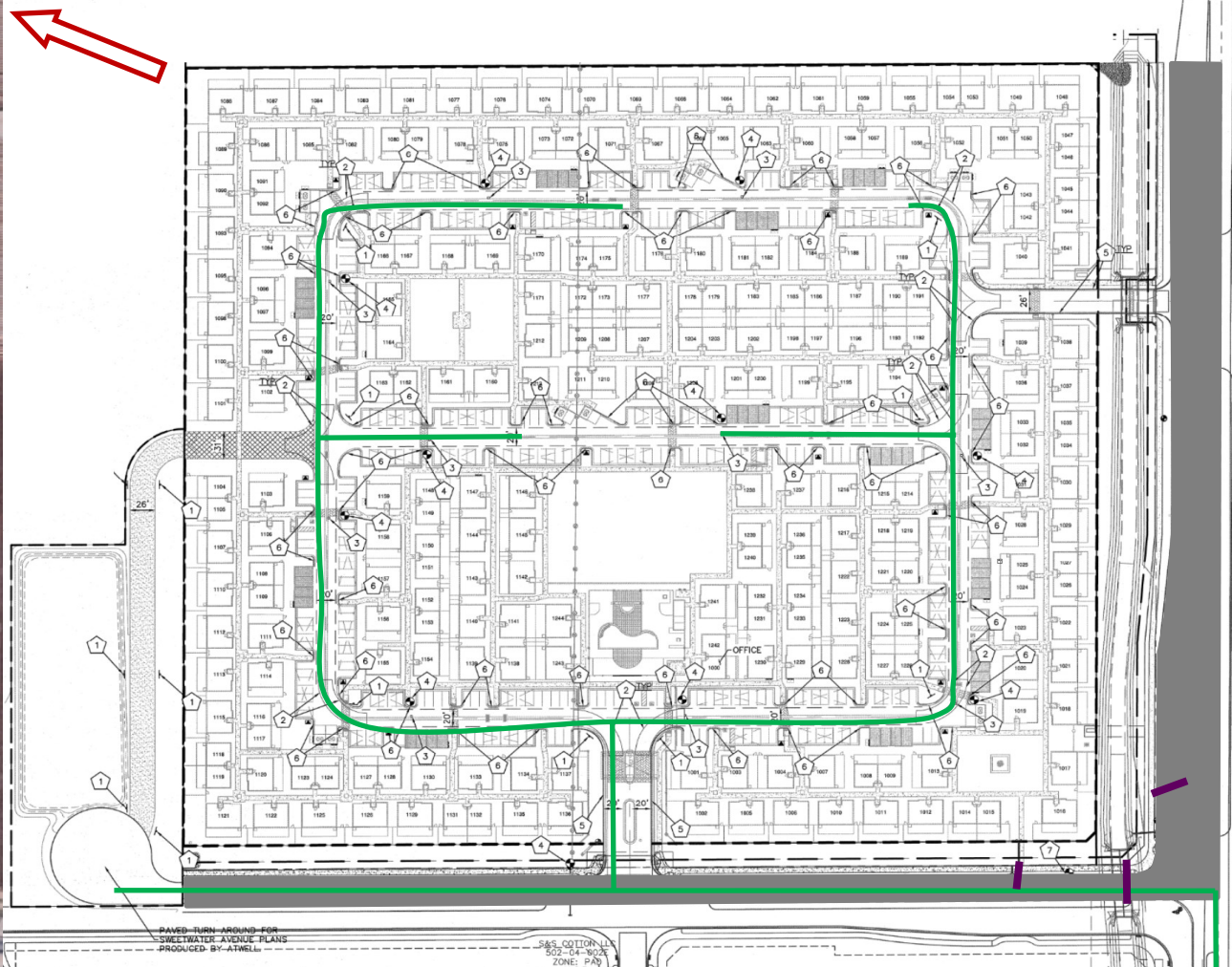
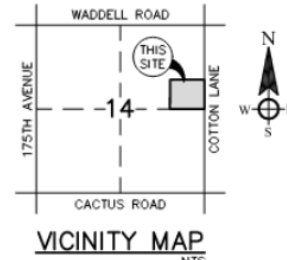


EXHIBIT B

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: 10/20/2022
Re: Civil Only- Christopher Todd at Rancho Trugold

The public improvements for the above project have been completed and are tentatively scheduled for the November 15, 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	\$436,237.00
City Concrete	\$105,197.23
City Sewer	\$384,157.90
City Drainage	\$194,660
Total	\$1,120,252.13

August 19, 2022

Hancock Communities
2600 N 44th St
Phoenix, AZ 85006

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR OFFSITE CIVIL ONLY –
CHRISTOPHER TODD AT RANCHO TRUGOLD – FS19-517**

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 623-222-3437 or at mark.dorsey@surpriseaz.gov.

Sincerely,



Mark R. Dorsey, P.E.
City Engineer

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

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



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7-18-22 ☐ Commercial ☒ Commercial w/Offsite ☐ Residential

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

2-3-22 Date of Punch-List Walk 4-5-22 Date Punch-List Completed

FS Number: FS19-517 Permit Number(s): E19P-1407,1408,1409,1410,1411,1412

Project Name: Rancho Trugold

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

Hanncock Communities

2600 N 44th st Phoenix AZ 85006

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
Sweetwater	Collector	Cotton Ln	Future Tie in	3	1	
Cotton Ln	Collector	Sweetwater	Future Tie in	2	1/2	

MATERIALS:

Asphalt:	Southwest	Supplier	1.5	Total Lane Miles	2913	Total Square Yards		
Water:	6"pvc C-900	Size/Type	240	Total LF	12" PVC C900	Size/Type	2047	Total LF
	8"PVC C900	Size/Type	350	Total LF	10" PVC C900	Size/Type	1065	Total LF
Sewer:	12" SDR35	Size/Type	2467	Total LF	8" SDR35	Size/Type	599	Total LF
	15" SDR 35	Size/Type	202	Total LF		Size/Type		Total LF
Storm:	12" CMP	Size/Type	518	Total LF	18" HDPE	Size/Type	924	Total LF
	24"HDPE	Size/Type	919	Total LF	36" HDPE	Size/Type	974	Total LF
Fire Ln:	8 DIP	Size/Type	176	Total LF		Size/Type		Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector:

Date: 7/18/22

Civil Engineering Supervisor:

Date: 7/21/22

FS Case	Project Name	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft ²)
19-517	Christopher Todd at Rancho Trugold	Public	Collector	Sweetwater	1063.4	0.20	0.25	0.40	28.0	29,775
19-517	Christopher Todd at Rancho Trugold	Public	Arterial	Cotton Ln	380.5	0.07	0.25	0.29	60.0	22,830
19-517	Christopher Todd at Rancho Trugold	Public	Arterial	Cotton Ln	548.0	0.10	0.25	0.21	48.0	26,304
19-517	Christopher Todd at Rancho Trugold	Public	Arterial	Cotton Ln	725.2	0.14	0.25	0.55	60.0	43,512
				Total	2717.1				Total	122,421



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 20, 2022
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public improvements at the East to North East corner of 163rd Avenue and Pinnacle Peak Road;
Resolution # 2022-111.

Motion:

I move to approve Resolution # 2022-111.

Background:

The Public Works Department conducted the final inspection of the public improvements for Fulton Homes Escalante Phase 1A 158th Lane and Tract G on or about April 7th, 2022, totaling 94,316 SY (approximately 2409 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, water lines, and storm drain.

Objective Analysis:

The improvements to this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, and water lines to convey domestic water to the property. This action will accept the required infrastructure.

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 streets, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,806,474.00.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF, Water 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 2022-111 Accept Infra Escalante Phase 1A
 2. 02 ESCALANTE PHASE 1A 158 AVE AND TRACT G NOC LTR
 3. 03 FS19-590 Inspector Project Sign Off form
 4. 04 Linear Foot Verification
-

RESOLUTION # 2022-111

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT FULTON HOMES ESCALANTE PHASE 1A 158TH LANE AND TRACT G, GENERALLY LOCATED EAST OF NORTHEAST CORNER OF 163RD AVENUE AND PINNACLE PEAK ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Escalante Master Plat- Phase 1A" on, August 18th, 2020;

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

WHEREAS, Fulton Homes Corporation, an Arizona Corporation the developer of Escalante, dedicated to the City the Public Improvements, generally located at East of Northeast Corner of 163rd Avenue and Pinnacle Peak Road;

WHEREAS, on or about April 7th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

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

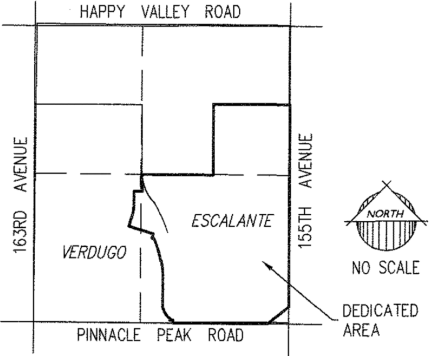
Map of Infrastructure

EXHIBIT A

Fulton Homes Escalante Phase 1A 158th Lane and Tract G

**INFRASTRUCTURE TO
BE ACCEPTED:**

-  WATER
-  DRAINAGE
-  ROADWAY
Asphalt/Pavement,
Concrete (Curb &
Gutter, Sidewalk)



VICINITY MAP
SECTION 7
T4N, R1W

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: 10/20/2022
Re: FULTON HOMES ESCALANTE - PHASE 1A 158 AVE & TRACT G

The public improvements for the above project have been completed and are tentatively scheduled for the December 6, 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	\$566,192.30
City Concrete	\$253,120.70
City Water	\$253,570.00
City Drainage	\$733,591.00
Total	\$1,806,474.00

July 15, 2022

Fulton Homes
9140 Kyrene Road #202
Tempe, AZ 85284

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR FULTON HOMES
ESCALANTE PHASE 1A 158 AVE & TRACT G – FS19-590**

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

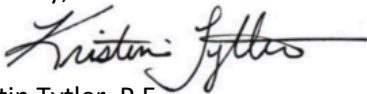
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

Sincerely,



Kristin Tytler, P.E.
Public Works Director

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

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



SURPRISE
ARIZONA

PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 3/3/2022 _____ Commercial _____ Commercial w/Offsite X Residential

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

12/15/2021 Date of Punch-List Walk 2/3/2022 Date Punch-List Completed

FS Number: FS19-590 Permit Number(s): E20P-0602; 0595; 0498; 0499; 0597; 06

Project Name: Fulton Homes Escalante-Phase 1A 158th Ave & "

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

Tammie Borgardt tborgardt@fultonhomes.com

Fulton Homes 9140 Kyrene Rd 202, Tempe AZ 85284

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Asante Blvd	Collector	Asante Blvd	STA 40+41	2	.5	Median
158th Ln	Collector	Asante Blvd	Pinnacle Peak Rd	2	1	Median
Pinnacle Peak Rd	Collector	Pinnacle Peak Rd	STA 10+39	2	.25	N/A

MATERIALS:

Asphalt: Vulcan Materials Supplier 1.75 Total Lane Miles 11484 Total Square Yards _____

Water: 8" C-900 Size/Type 153 Total LF 12" DIP Size/Type 1913 Total LF _____

16" DIP Size/Type 36 Total LF _____ Size/Type _____ Total LF _____

Sewer: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF _____

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF _____

Storm: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF _____

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF _____

Fire Ln: N/A Size/Type _____ Total LF _____ Size/Type _____ Total LF _____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List

N/A Final Certification Letter from Engineer of Record

X Complete Geotechnical Testing Packet

N/A Sewer Pressure Testing Results

N/A Sewer Manhole Vacuum Testing Certification

N/A Sewer Manhole Insecticide Certification

N/A Sewer Videos with Operators Notes (inc. re-videos)

_____ Other _____ (Specify)

X AOC

X Asphalt Concrete Ticket w/ Name of Contractor

X Streetlight Energize Letter

X As built Documents (PDF copy on CD)

N/A Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: Jose Belman

Date: 4/7/2022

Civil Engineering Supervisor: [Signature]

Date: _____

FS Case	Project Name	Private/Public	Classification	Roadway	Median Width (ft)	Length (ft)	Length (miles)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft ²)
19-590	Fulton at Escalante - Phase 1A 158 Ave & Tract	Public	Collector	Asante Blvd	14	823.1	0.16	0.25	0.31	39.0	32,101
19-590	Fulton at Escalante - Phase 1A 158 Ave & Tract	Public	Collector	158th Lane	14	1439.7	0.27	1	0.55	40.0	57,588
19-590	Fulton at Escalante - Phase 1A 158 Ave & Tract	Public	Collector	Pinnacle Peak Rd	16	146.9	0.03	0.25	0.06	31.5	4,627
					Total	2409.7				Page 135 of 281	94,316



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 20, 2022
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 5

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

Consideration and action enlarging an existing lighting improvement district known as "City of Surprise, Arizona, SU-Hilton Garden Inn" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2022-101.

Motion:

I move to approve Resolution # 2022-101.

Background:

SU-Hilton Garden Inn was formed on April 3rd, 2018 (Resolution 2018-040). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The City has verified that the Petition for the proposed streetlight improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. Twelve (estimated) streetlights are proposed with this enlargement which are local, collector, and will be billed to the SU-Hilton Garden Inn SLID. The arterial roads (if applicable) will be billed to the City's SLID account.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of ad valorem taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

Policy Compliant:

The Surprise Municipal Code requires that street lighting serving a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street

Light Improvement District (SLID) is formed. The City strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the ratio of the new lights to existing lights is very small.

Budget Impact:

At this time, no impact to the FY2023 budget is anticipated. The ratio of new lights to existing lights is very small, therefore, any increase in energy expenses can be absorbed. The FY2024 budget will be set to include the enlargement. A separate fund for this district is currently in place to track the revenue and expenses.

FTE Impact:

This action does not change the full-time equivalent count.

ATTACHMENTS:

1. 01 Res 2022-101 Enlarge SLID Hilton Garden Inn final
 2. 02 SLID Petition_ Spring at Surprise
 3. 03 Streetlight Plan_ Spring at Surprise
 4. 04 Spring at Surprise_council map SLIDS
 5. 05 Res 2018-040
-

RESOLUTION # 2022-101

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA SU-HILTON GARDEN INN LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on April 3, 2018, the Mayor and City Council of the City of Surprise adopted Resolution No. 2018-040, ordering the formation of the “City of Surprise, Arizona SU-Hilton Garden Inn Lighting Improvement District” (the “District”) for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district (“SLID”) when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as “Petitioners”) acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution; and

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. *District Enlargement.* The City of Surprise, Arizona SU-Hilton Garden Inn Lighting Improvement District shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2023/2024 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

July 21, 2022

Project # 050866-01-001

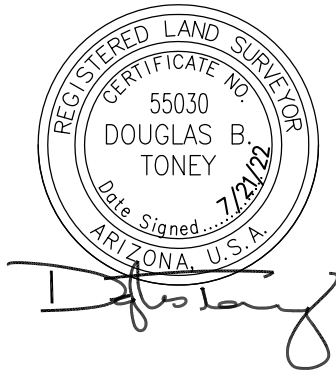


EXHIBIT A

LEGAL DESCRIPTION STREET LIGHT IMPROVEMENT DISTRICT

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5, BEING A CITY OF SURPRISE BRASS CAP IN HAND HOLE, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A MARICOPA COUNTY BRASS CAP FLUSH, BEARS NORTH 89°00'56" WEST, A DISTANCE OF 2635.94 FEET;

THENCE NORTH 89°00'56" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 660.07 FEET TO THE CENTERLINE OF STADIUM WAY (AKA MAIN STREET), ACCORDING TO BOOK 843 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS;

THENCE SOUTH 00°10'25" WEST, ALONG THE CENTERLINE OF STADIUM WAY, A DISTANCE OF 65.01 FEET TO THE SOUTH LINE OF THE NORTH 65 FEET OF SAID NORTHEAST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 89°00'56" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 330.06 FEET;

THENCE SOUTH 00°10'25" WEST, A DISTANCE OF 275.00 FEET;

THENCE SOUTH 89°00'56" EAST, A DISTANCE OF 330.01 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00°10'25" WEST, ALONG SAID EAST LINE, A DISTANCE OF 754.09 FEET TO THE CENTERLINE OF YOUNG STREET, ACCORDING TO BOOK 843 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS;

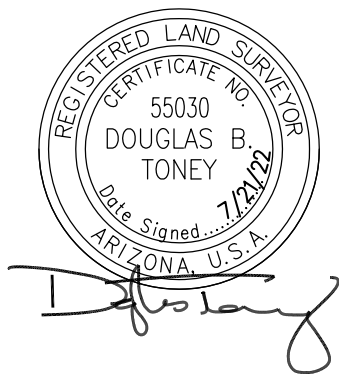
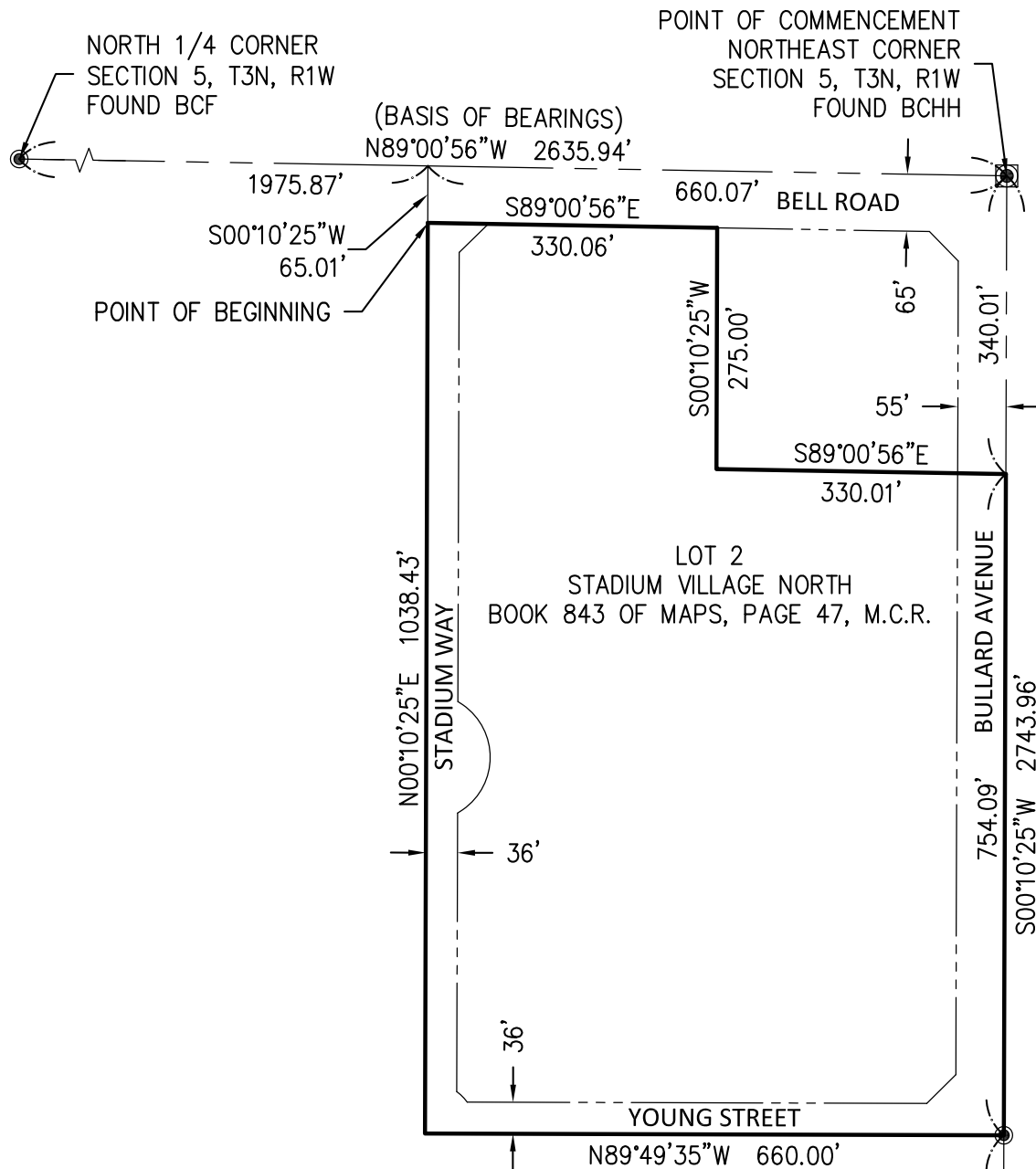
THENCE NORTH 89°49'35" WEST, ALONG THE CENTERLINE OF YOUNG STREET, A DISTANCE OF 660.00 FEET TO THE CENTERLINE OF SAID STADIUM WAY;

THENCE NORTH 00°10'25" EAST, ALONG THE CENTERLINE OF STADIUM WAY, A DISTANCE OF 1038.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 591,538 SQ.FT. OR 13.5798ACRES, MORE OR LESS.

EXHIBIT B

Map



SHEET 1 OF 1	EXHIBIT B			
	STREET LIGHT IMPROVEMENT DISTRICT			
	DATE: 7/21/22	BY: DT	CHK:	QC:
	BCG PROJECT NO: 050866-01 TASK: 001 CLIENT REF NO:			

Bowman
 CONSULTING

1600 N Desert Drive, #210
 Tempe, AZ 85288
 Phone: (480) 629-8830
 Fax: (480) 629-8841
 www.bowman.com

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto. This petition includes a charge for maintaining the lighting facilities.

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

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

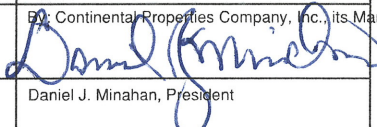
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor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

The name of the existing street light improvements district to be enlarged:

SU-Hilton Garden Inn

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Continental 551 Fund LLC	16945 N Stadium Wy. 	509-12-734	By: Continental Properties Company, Inc., its Manager  
			Daniel J. Minahan, President



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered after December 1, 2021.

DESCRIPTION

E-68 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIOD

Dusk: The time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

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

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



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

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

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

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

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

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWh reflects the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.
5. The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

			CHARGES		
			Investment by Company	Investment by Others	
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	Height		
			12 ft.	\$12.84	\$1.77
			22 ft.	\$14.45	\$1.99
			25 ft.	\$15.64	\$2.16
			30 ft.	\$17.96	\$2.47
		32 ft.	\$18.87	\$2.50	
		2 Simplex Adapters	12 ft.	\$13.69	\$1.89
			22 ft.	\$15.73	\$2.17
			25 ft.	\$16.41	\$2.26
			30 ft.	\$19.07	\$2.63
	32 ft.		\$20.34	\$2.81	
	Square Steel	5"	13 ft.	\$14.72	\$2.02
			15 ft.	\$13.15	\$1.81
			23 ft.	\$15.60	\$2.15
			25 ft.	\$17.15	\$2.36
			28 ft.	\$19.04	\$2.62
			32 ft.	\$18.93	\$2.61
	Concrete		12 ft.	\$43.87	\$6.04
	Fiberglass		12 ft.	\$37.15	\$5.11
	Decorative Transit	4"	16 ft.	\$36.22	\$5.00
	Decorative Transit	6"	30 ft.	\$69.93	\$9.63
	Hinged Poles	Square	15 ft.	\$13.92	\$1.14
Round		19 ft.	\$12.59	\$1.03	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$12.35	\$1.69
			22 ft.	\$13.97	\$1.92
			25 ft.	\$15.14	\$2.09
			30 ft.	\$17.48	\$2.42
			32 ft.	\$18.37	\$2.53
		2 Simplex Adapters	12 ft.	\$13.19	\$1.81
			22 ft.	\$14.74	\$2.02
			25 ft.	\$15.91	\$2.18
			30 ft.	\$18.58	\$2.55
			32 ft.	\$19.84	\$2.73
		3 Bolt	32 ft.	\$22.80	\$3.13
	Square Steel	5"	13 ft.	\$14.24	\$1.97
			15 ft.	\$14.56	\$1.99
			23 ft.	\$15.11	\$2.09
			25 ft.	\$16.67	\$2.31
			28 ft.	\$18.52	\$2.55
			32 ft.	\$19.23	\$2.63



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

			CHARGES		
			Investment by Company	Investment by Others	
			Height		
C. Direct Bury	Round Steel		19 ft.	\$19.43	\$2.68
			30 ft.	\$15.17	\$2.81
			38 ft.	\$18.51	\$2.88
		Self	40 ft.	\$22.80	\$3.61
		Stepped	25 ft.	\$52.45	\$4.28
			32 ft.	\$55.24	\$4.51
			49 ft.	\$68.57	\$9.45
	Square Steel	4"	34 ft.	\$16.74	\$2.90
		5"	20 ft.	\$15.90	\$2.63
			30 ft.	\$16.57	\$2.73
			38 ft.	\$17.98	\$3.12
		8"	28 ft.	\$30.01	\$2.44
			32 ft.	\$31.37	\$2.57
	Decorative Transit		41 ft 6	\$21.60	\$3.17
	Decorative Transit	47 ft.	\$26.91	\$3.96	
	Steel Distribution Pole (for lighting only)	35 ft.	\$24.84	\$3.27	
D. Post Top	Decorative Transit Anchor Base		16 ft.	\$37.00	\$5.08
	Gray Steel/Fiberglass		23 ft.	\$12.83	\$2.11
	Black Steel		23 ft.	\$14.14	\$2.33
	E. Existing distribution pole suitable for streetlight use			\$1.56	--

IV. ANCHOR BASE

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



**RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

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

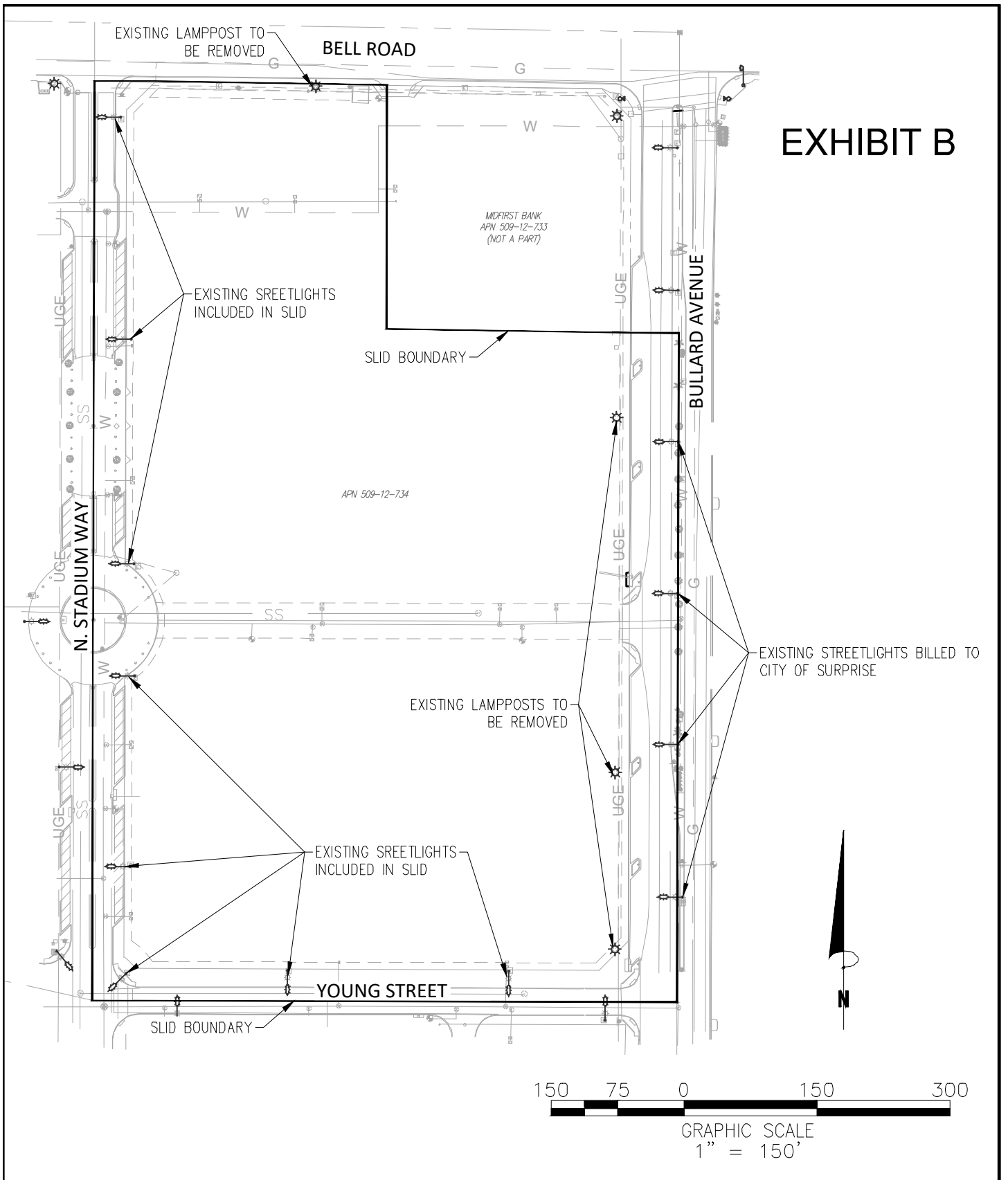


EXHIBIT B

Bowman

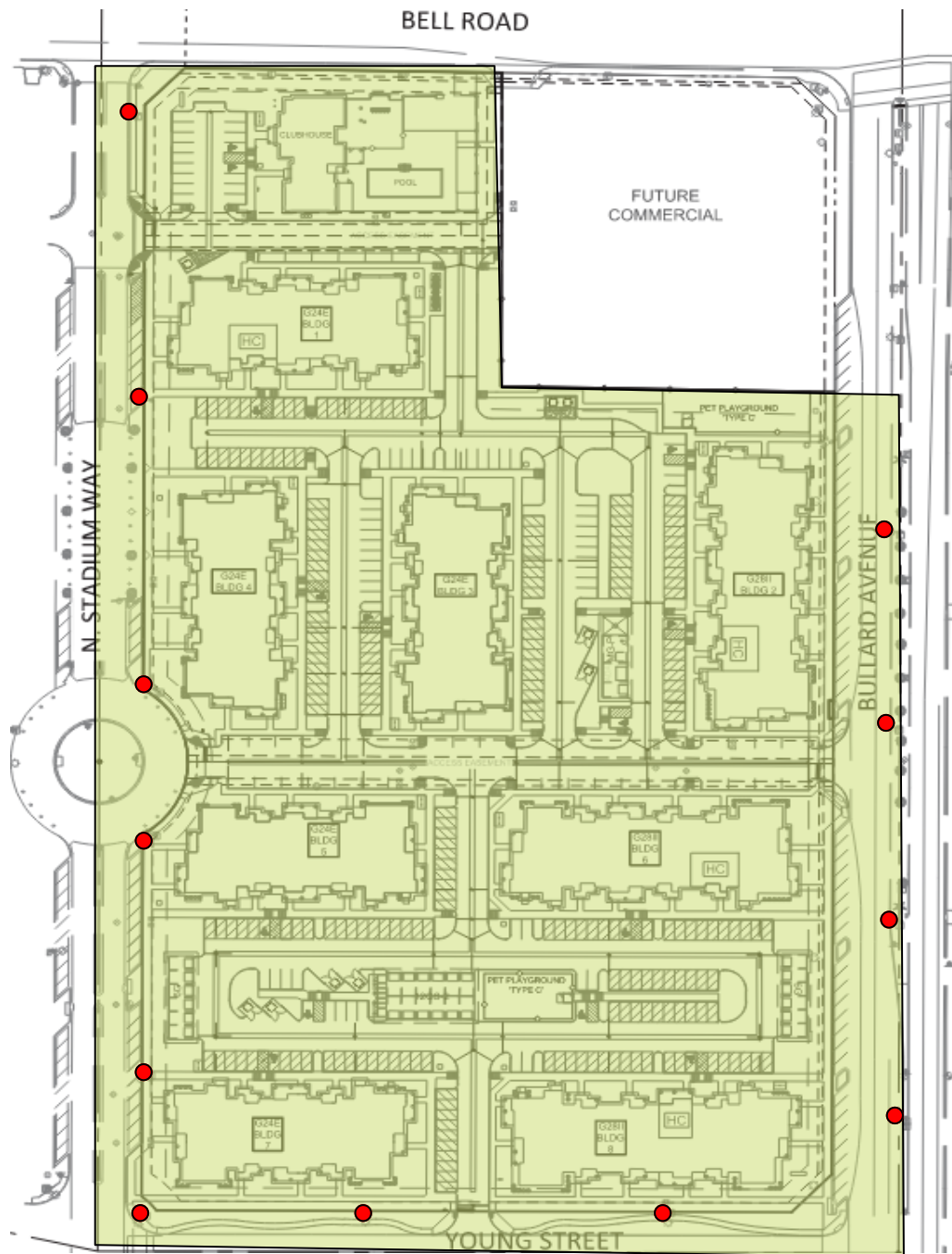
6751 North Sunset Blvd, Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830
www.bowman.com

SPRINGS AT STADIUM VILLAGE
SURPRISE, ARIZONA

EXHIBIT B

JOB #	050866
DATE	8/16/21
SCALE	1" = 150'
DRAWN	IF
SHT	1 OF 1

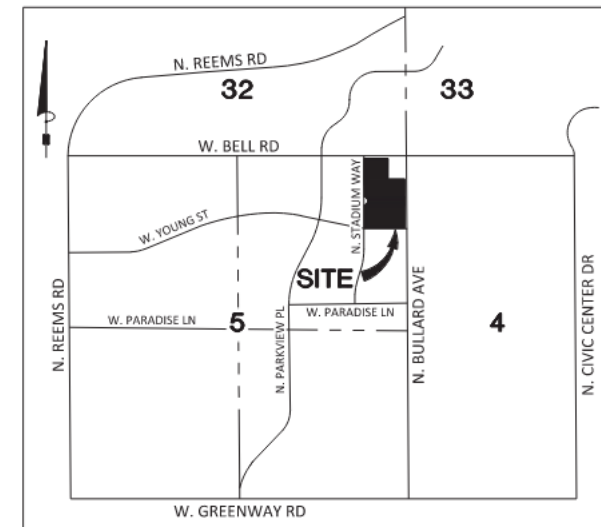


Spring at Surprise

SLID

Street Lights:

- Street Light Pole
- XX existing poles
- SLID Boundary



VICINITY MAP
N.T.S.

20180251088 04/04/2018 10:14
ELECTRONIC RECORDING

Recording requested by:

City of Surprise
City Clerk's Office
16000 N Civic Center Plaza
Surprise, Arizona 85374

SLIDReso1840-6-1-1--
henrya

RESOLUTION 2018-40

SU-HILTON GARDEN INN

STREET LIGHTING IMPROVEMENT DISTRICT

RESOLUTION # 2018-40

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-HILTON GARDEN INN LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

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

Resolution #2018-40
RFLS #6119
Rev 01/18

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

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

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

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

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

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

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

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

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

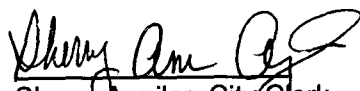
Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

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

APPROVED AND ADOPTED this 3 day of April, 2018.


Sharon R. Wolcott, Mayor

Attest:


Sherry Aguilar, City Clerk

Approved as to form:


Robert Wingo, City Attorney

EXHIBIT A LEGAL DESCRIPTION

A PORTION OF LOT 2A, OF STADIUM VILLAGE NORTH, AS RECORDED IN BOOK 843 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA, AND BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

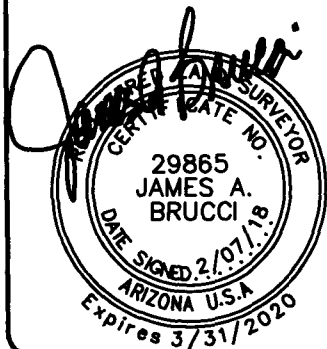
BEGINNING AT A BRASS CAP FLUSH MARKING THE INTERSECTION OF YOUNG STREET AND STADIUM WAY;

THENCE SOUTH 89°49'45" EAST, ALONG THE CENTERLINE OF YOUNG STREET, A DISTANCE OF 419.55 FEET;

THENCE SOUTH 00°10'07" WEST, A DISTANCE OF 320.15 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2A;

THENCE NORTH 89°49'45" WEST, A DISTANCE OF 419.55 FEET;

TEHNCE NORTH 00°10'07" EAST, ALONG THE CENTERLINE OF STADIUM WAY, A DISTANCE OF 320.15 FEET TO THE POINT OF BEGINNING



PAGE 1 OF 2

TITLE: XB01

DATE: 2/07/18

DESC: PORTION LOT 2A

HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

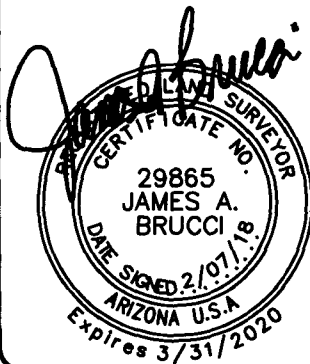
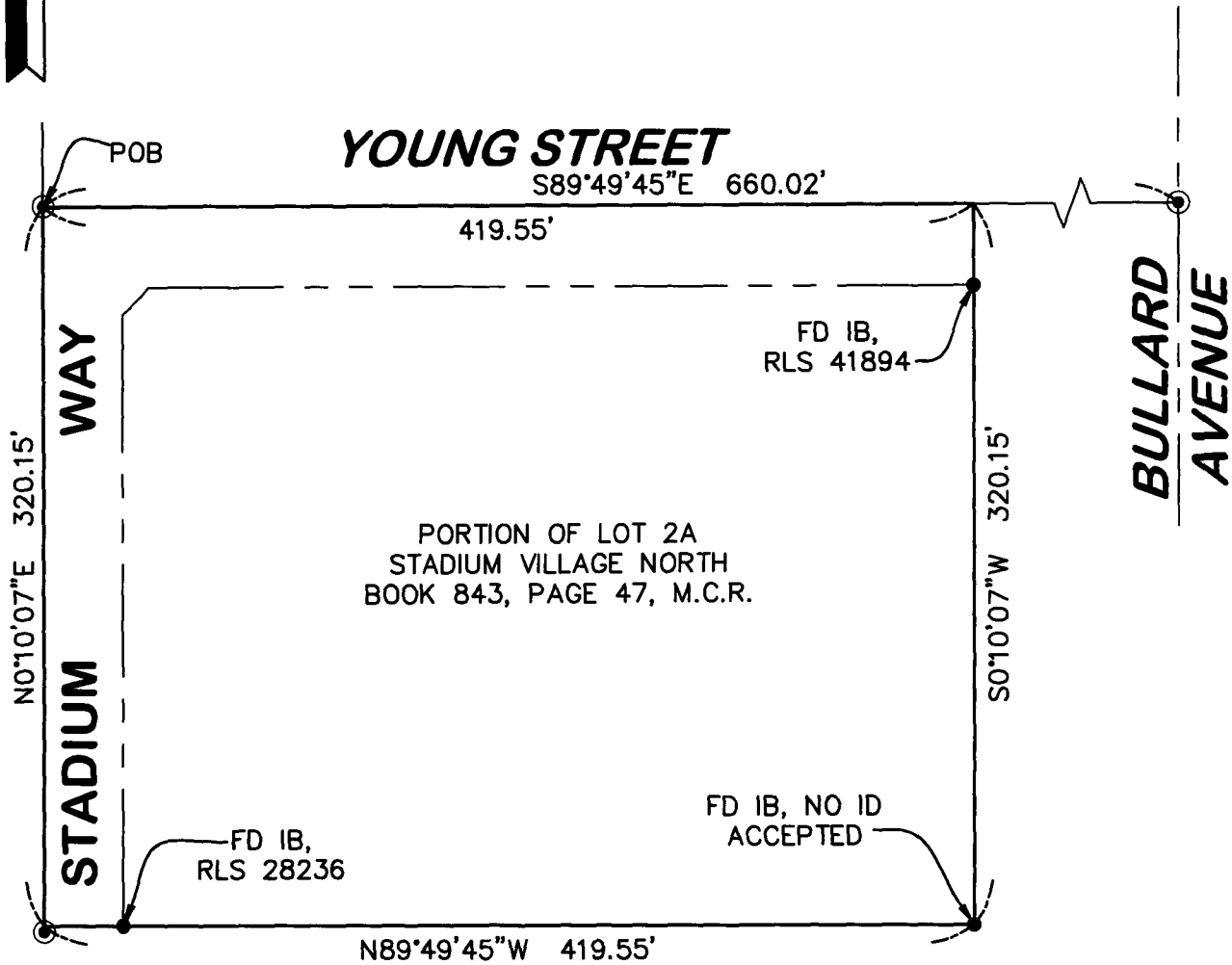
CIVIL AND SURVEY

DES1001-XB01.DWG
PROJ.NO,DES1001-S

EXHIBIT B

PORTION OF LOT 2A

STADIUM VILLAGE, 843/47 M.C.R.



PAGE 2 OF 2

TITLE: XB01
 SCALE: 1"=80'
 DATE: 2/07/18
 DESC: PORTION LOT 2A

HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200
 SCOTTSDALE, AZ 85258
 T 480 991 3985
 F 480 991 3986

CIVIL AND SURVEY

DES1001-XB01.DWG
 PROJ.NO,DES1001-S

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District.

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

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

The name of the proposed street light improvements district shall be:
Hilton Garden Inn #173 (SU-Hilton Garden Inn)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
SYON LLC	16601 N. STADIVA WAY	509-12-725	
DANIEL SZARKA			
MEMBER			



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

AVAILABILITY

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

APPLICATION

This rate schedule is applicable to service for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities where such service for the entire area is contracted for from the Company by the city, town, other governmental agencies, or a responsible individual for unincorporated communities. Dusk is defined as the time between sunset and full night when a photocontrol senses the lack of sufficient sunlight and turns on the lights. Dawn is defined as the time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

RATES

The bill shall be computed at the following rates for each type of standard facility and/or service utilized to provide street lighting, plus any adjustments incorporated in this schedule:

I. FIXTURES (Includes Mounting Arm, if Applicable)

	Lumen	Watts	kWh	RATES	
				Investment by Company	Investment by Others
A. Acorn	9,500 HPS	100	41	\$ 27.06	\$9.22
	16,000 HPS	150	69	30.04	11.65
	6000 IND	85	29	17.87	4.77
B. Architectural	9,500 HPS	100	41	15.38	7.34
	16,000 HPS	150	69	17.96	9.82
	30,000 HPS	250	99	21.31	12.60
	50,000 HPS	400	153	26.29	18.13
	14,000 MH	175	72	21.51	11.79
	21,000 MH	250	101	24.42	14.54
	36,000 MH	400	159	30.54	20.00
	8,000 LPS	55	30	22.35	9.82
	13,500 LPS	90	50	26.36	11.84
	22,500 LPS	135	72	30.11	14.45
	33,000 LPS	180	90	36.22	17.02
	6,200 IND	85	29	9.40	3.65
	8,400 IND	100	34	9.93	4.05
	10,200 IND	120	41	10.91	4.63
	13,000 IND	150	52	12.05	5.50
	20,500 IND	200	69	13.72	6.84
	22,500 IND	265	91	16.37	8.62
	5,800 LED	94	32	16.53	4.79
	7,400 LED	127	44	18.96	5.89
	12,300 LED	203	70	23.66	8.22



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

I. FIXTURES (Includes Mounting Arm, if Applicable) (cont):

				RATES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
B. Architectural	9,200 LED	139	48	\$23.77	\$6.78
	13,620 LED	202	70	26.45	8.58
	6,400 LED	89	31	16.61	4.73
C. Cobra/Roadway	5,800 HPS	70	29	8.73	5.16
	9,500 HPS	100	41	10.28	6.32
	16,000 HPS	150	69	12.87	8.82
	30,000 HPS	250	99	15.52	11.46
	50,000 HPS	400	153	21.06	16.37
	14,000 MH	175	72	14.97	10.20
	21,000 MH	250	101	17.49	12.69
	36,000 MH	400	159	23.03	17.63
	8,000 FL	100	38	17.20	5.04
	6,200 IND	75	26	9.78	3.50
	6,400 IND	85	29	8.33	3.51
	8,000 IND	88	30	9.72	3.75
	8,400 IND	100	34	9.01	3.93
	10,200 IND	120	41	9.69	4.47
	13,000 IND	150	52	10.67	5.32
	15,250 IND	200	69	12.87	6.73
	22,500 IND	250	86	17.22	8.41
	Gray/Bronze 3,500 IND	55	19	9.75	3.03
	6,000 LED	95	33	15.83	4.76
	8,700 LED	142	49	17.80	6.06
	9,600 LED	157	54	18.94	6.54
	11,600 B-LED	181	62	17.67	6.90
	Gray/Bronze 3,300 LED	43	15	8.36	2.59
	Gray/Bronze 5,300 LED	67	23	9.70	3.29
	Gray/Bronze 8,300 LED	106	37	12.58	4.59
	Gray/Bronze 10,500 LED	130	45	14.00	5.29
	Gray/Bronze 20,000 LED	258	89	24.33	9.54
D. Decorative Transit	9,500 HPS	100	41	37.09	11.11
	16,000 HPS	150	69	36.88	12.41
	30,000 HPS	250	99	42.46	16.02
	5,300 LED	75	26	26.40	5.69
	8,300 LED	100	34	28.27	6.47
	10,500 LED	150	52	30.35	7.91
E. Flood	30,000 HPS	250	99	20.61	12.81
	50,000 HPS	400	153	25.56	17.77
	21,000 MH	250	101	22.00	13.53
	36,000 MH	400	159	26.82	18.35



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

I. FIXTURES (Includes Mounting Arm, if Applicable) (cont):

					Rates	
					Investment By Company	Investment By Others
		Lumens	Watts	kWh		
F. Post Top	Colonial Gray	8,000 FL	100	38	\$18.54	\$5.23
		9,500 HPS	100	41	10.60	6.65
	Colonial Black	9,500 HPS	100	41	12.21	6.88
	Decorative Transit	9,500 HPS	100	41	32.47	10.24
	Copper Square	6,000 IND	85	29	17.52	4.72
	Gray/Black	8,000 IND	88	30	13.80	4.29
	Gray/Black	4,350 LED	86	30	12.52	4.12
G. FROZEN						
	4,000 INC	295	103	\$9.78	\$5.47	
	7,000 MV	175	73	12.67	7.27	
	11,000 MV	250	96	15.87	9.68	
	20,000 MV	400	150	24.92	14.12	

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction



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

II. POLES

			RATES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$12.17	\$1.68
			22 ft.	13.70	1.88
			25 ft.	14.82	2.05
			30 ft.	17.03	2.34
			32 ft.	17.89	2.37
		2 Simplex Adapters	12 ft.	12.98	1.79
			22 ft.	14.91	2.06
			25 ft.	15.55	2.14
			30 ft.	18.07	2.49
			32 ft.	19.28	2.66
	Square Steel	5"	13 ft.	13.95	1.92
			15 ft.	12.47	1.72
			23 ft.	14.79	2.03
			25 ft.	16.26	2.23
			28 ft.	18.05	2.48
			32 ft.	17.95	2.47
	Concrete		12 ft.	41.58	5.73
Fiberglass		12 ft.	35.21	4.85	
Decorative Transit Pedestrian	4"	16 ft.	34.33	4.73	
Decorative Transit	6"	30 ft.	66.28	9.13	
Hinged Poles	Square	15 ft.	13.20	1.08	
	Round	19 ft.	11.93	.97	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	11.71	1.61
			22 ft.	13.24	1.82
			25 ft.	14.35	1.98
			30 ft.	16.58	2.29
			32 ft.	17.41	2.40
		2 Simplex Adapters	12 ft.	12.51	1.72
			22 ft.	13.97	1.92
			25 ft.	15.08	2.07
			30 ft.	17.61	2.42
			32 ft.	18.81	2.59
		3 Bolt Arm	32 ft.	21.62	2.97
	Square Steel	5"	13 ft.	13.50	1.86
			15 ft.	13.80	1.89
			23 ft.	14.32	1.98
			25 ft.	15.80	2.19
			28 ft.	17.56	2.42
			32 ft.	18.23	2.50



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

II POLES (cont)

			RATES			
			Height	Investment by Company	Investment by Others	
C. Direct Bury	Round Steel		19 ft.	\$18.42	\$2.54	
			30 ft.	14.38	2.66	
			38 ft.	17.55	2.73	
		Self Support	40 ft.	21.62	3.42	
			Stepped	25 ft.	49.72	4.06
				32 ft.	52.36	4.27
		49 ft.		64.99	8.96	
		Square Steel	4"	34 ft.	15.87	2.75
			5"	20 ft.	15.07	2.49
	30 ft.			15.71	2.59	
	38 ft.			17.05	2.96	
	8"		28 ft.	28.45	2.32	
			32 ft.	29.74	2.43	
	Decorative Transit		41 ft 6 in	20.47	3.01	
	Decorative Transit	47 ft.	25.50	3.75		
	Steel Distribution Pole (for lighting only)	35 ft.	23.54	3.10		
D. Post Top	Decorative Transit Anchor Base		16 ft.	35.07	4.82	
	Gray Steel/Fiberglass		23 ft.	12.16	2.00	
	Black Steel		23 ft.	13.41	2.21	
E. Existing distribution pole suitable for streetlight use				1.48	--	
F. FROZEN	Wood Poles	30 ft.	\$8.95	\$1.55		
		35 ft.	8.95	1.48		

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

III. ANCHOR BASE

		RATES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$9.91	\$1.36
		6 ft.	11.82	2.05
B. Pedestal		8 ft.	13.54	2.36
	For 32' Round Steel Pole only	4 ft. 6"	9.39	1.63



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		RATES
		Company Owned
Underground Circuit Charges:		
a. Per foot of cable, installed under paving		\$0.15716
b. Per foot of cable, not installed under paving		0.05589

V. DETERMINATION OF RATES FOR NEW EQUIPMENT

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

Step 1 Determination of Charges for each Charge Type							Monthly Fixed Charge Rate
Charge Type	Monthly Charge		Cost Inputs		PV Factor		
1	Carrying Cost (fixtures)	=	Equipment Cost (installed)	x	NA	x	1.533%
2	Carrying Cost (poles)	=	Equipment Cost (installed)	x	NA	x	1.449%
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.132	x	1.533%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.082	x	1.449%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.381	x	1.533%
Charge Type	Monthly Charge		kWh Input		\$/kWh		
6	Generation	=	kWh per month	x	0.04023		
7	T&D, RCS, SB	=	kWh per month	x	0.03516		

Step 2 Determination of Total Monthly Charge		
The total monthly charge shall be the summation of the charges for each applicable charge type		
Equipment	Charge Type	
Fixture - IBC	1,5,6,7	
Fixture - IBO	3,5,6,7	
Pole, Anchor Base - IBC	2	
Pole, Anchor Base - IBO	4	



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

TRIP CHARGE

When Company is not the responsible party contracted for the regular maintenance of a street lighting system owned by a city, town or other governmental entity, a \$100.00 trip charge per light will be charged when Customer requests a disconnect and/or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street light equipment. The trip charge will also apply when Customer request disconnect or reconnect for non-maintenance purposes.

ADJUSTMENTS

1. The bill is subject to the Renewable Energy Standard as set forth in the Company's Adjustment Schedule REAC-1 pursuant to Arizona Corporation Commission Decision No. 70313.
2. The bill is subject to the Power Supply Adjustment factor as set forth in the Company's Adjustment Schedule PSA-1 pursuant to Arizona Corporation Commission Decision No. 67744 Arizona Corporation Commission Decision No. 69663, and Arizona Corporation Commission No. 71448, and 73183.
3. The bill is subject to the Transmission Cost Adjustment factor as set forth in the Company's Adjustment Schedule TCA-1 pursuant to Arizona Corporation Commission Decision No. 67744.
4. The bill is subject to the Environmental Improvement Surcharge as set forth in the Company's Adjustment Schedule EIS pursuant to Arizona Corporation Commission Decision No. 69663 and Arizona Corporation Commission Decision No. 73183.
5. Direct Access customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge as set forth in the Company's Adjustment Schedule RCDAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.
6. The bill is subject to the Demand Side Management Adjustment Charge as set forth in the Company's Adjustment Schedule DSMAC-1 pursuant to Arizona Corporation Commission Decision No. 71448.
7. The bill is subject to the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of APS and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

SPECIAL PROVISIONS

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



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

NON-STANDARD FACILITIES

Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

EXTENSION OF STREET LIGHTING SYSTEM

The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the customer. When the extension is underground the customer will provide earthwork as specified in of the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services and the Company's Schedule 10, Terms and Conditions for Direct Access. These schedules have provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer contract or service agreement.



CITY OF SURPRISE
Regular City Council Meeting

April 3, 2018 @ 6:00:00 PM

Back Print

Council Meeting Date:	April 3, 2018	Contact Person:	Karl Zook, Public Works Department
Submitting Department:		District:	5
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action declaring the City's intention to create the "City of Surprise, Arizona, SU-Hilton Garden Inn" Street Light Improvement District pursuant to A.R.S. 48-616; Resolution #2018-40.

Motion:

I move to approve Resolution # 2018-40.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders. The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff. The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of ad valorem taxes based upon the assessed value of all property in the District

Objective Analysis:

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

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

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

Budget Impact:

Funding was not included as part of the FY2018 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2018, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2019, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2018-40](#)
 - ☐ [SLID Petition](#)
-



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 20, 2022

Contact Person: Kendra Pettis, DIR -
SPORTS/TOURISM

Submitting Department: Sports and Tourism

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2023 budget amendment moving budget authority in the amount of \$90,000 from the Contingency Fund to the Arizona Office of Tourism Fund in association with an anticipated increase in Prop 302 Maricopa County Marketing funding; Resolution #2022-115.

Motion:

I move to approve Resolution #2022-115.

Background:

The City of Surprise Sports & Tourism Department has worked with the Arizona Office of Tourism (AOT) since FY2017/2018 to promote and market Surprise as a tourist destination. The Department receives annual funding through the Maricopa County Proposition 302 grant, facilitated by AOT since FY2001-2002. This year, the projected revenue is anticipated to come in higher than the original expected revenues. The Sports and Tourism Department is requesting to spend these funds received from AOT, not to expense more than actual revenues collected.

Objective Analysis:

Approval of this item will allow the Sports and Tourism Department the authority to spend the money awarded to the City by the Arizona Office of Tourism and promote the City of Surprise as a premier tourism destination.

Policy Compliant:

This item is compliant with City policy.

Financial Impact:

This action will allow for an additional \$90,000 to be expended from the Arizona Office of Tourism Fund. The expense will be offset by revenue of \$90,000. If approved, the total financial impact for FY2023 will be one-time expenses of \$320,000 with revenue offsets of \$320,000.

Budget Impact:

This action will move budget authority in the amount of \$90,000 from the Contingency Fund to Services in the Arizona Office of Tourism Fund and \$90,000 from the Contingency Fund to Intergovernmental Revenue in the Arizona Office of Tourism Fund. 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. 22.11.17 Res 2022-115 Bdgt Amnd FY23 AOT Funding Increase
-

RESOLUTION # 2022-115

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY OF \$90,000 FROM THE CONTINGENCY FUND TO SERVICES WITHIN THE ARIZONA OFFICE OF TOURISM FUND AND \$90,000 IN REVENUES WITHIN THE CONTINGENCY FUND TO INTERGOVERNMENTAL REVENUES WITHIN THE ARIZONA OFFICE OF TOURISM FUND DUE TO ANTICIPATED INCREASED REVENUES FROM ARIZONA OFFICE OF TOURISM PROP 302 FUNDING.

WHEREAS, the City of Surprise FY2023 (July 1, 2022 through June 30, 2023) budget was adopted by Council Resolution #2022-56 on June 7, 2022, including funding for the Arizona Office of Tourism ("AOT") Proposition 302 fund;

WHEREAS, the City Sports and Tourism Department receives annual funding from the AOT to promote and market the City of Surprise as a tourism destination;

WHEREAS, the revenue received from the AOT for FY2023 is anticipated to be an amount higher than the original projected revenue amount;

WHEREAS, an increase in appropriation is required to expend the additional funding received from AOT;

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.

SIGNATURES TO FOLLOW ON NEXT PAGE

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

DRAFT

RESOLUTION # 2022-115**Exhibit A**

1. Appropriation- The exhibit below represents a movement of budget authority in the amount of \$90,000 from the Contingency Fund to services within the Arizona Office of Tourism and \$90,000 in revenues within the Contingency Fund to intergovernmental revenues within the Arizona Office of Tourism Fund to allow for anticipated increased revenues from the Arizona Office of Tourism Prop. 302 Funding. 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
Contingency	General Operations	Contingency	E	23,117,400	(90,000)	23,027,400
Arizona Office of Tourism	Sports and Tourism	Services	E	230,000	90,000	320,000
Contingency	General Operations	Other	R	25,000,000	(90,000)	24,910,000
Arizona Office of Tourism	Sports and Tourism	Intergovernmental	R	230,000	90,000	320,000
Expense Total				23,347,400	-	23,347,400
Revenue Total				25,230,000	-	25,230,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 20, 2022

Contact Person: Kendra Pettis, DIR -
SPORTS/TOURISM

Submitting Department: Sports and Tourism

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 of \$120,000 within the Grants/Contingency Fund from Contingency to Services in project G59010 and \$24,000 within the Sports and Tourism Fund from Services to Services in project G59010 to account for acceptance of a grant award from the Arizona Office of Tourism; Resolution #2022-119.

Motion:

I move to approve Resolution #2022-119.

Background:

The Arizona Office of Tourism (AOT) received funds from the American Rescue Plan Act to support tourism within Arizona and created the Visit Arizona Initiative (VAI) Grant Program to provide recovery assistance to the state's tourism industry. As the designated Destination Marketing Organization (DMO), the Sports and Tourism Department was awarded \$120,000 to support increased tourism within Surprise.

Objective Analysis:

The objective of the grant is to utilize the funding to expand the City of Surprise's marketing reach for Spring Training, focusing on attracting out-of-state visitors to Surprise and increasing tourism-related revenues.

Policy Compliant:

This item is compliant with City Policy.

Financial Impact:

This action will allow for a one-time expense of \$120,000 associated with promoting Spring Training and tourism efforts within the City of Surprise. This expense will be offset by the grant revenue of \$120,000. The grant requires a one-time match from the City of Surprise in the amount of \$24,000.

Budget Impact:

This action will move budget authority in the amount of \$120,000 within the Grants/Contingency Fund and \$24,000 within the Sports and Tourism Fund to establish a budget to implement the Visit Arizona Initiative Grant. This action represents a transfer of spending authority and does not increase or decrease the total adapted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2022-119-AOT Grant_J
 2. City of Surprise - VAI Marketing Grant Decision Letter
 3. City of Surprise - VAI Marketing Grant Agreement
-

RESOLUTION # 2022-119

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT A GRANT AWARD FROM THE ARIZONA OFFICE OF TOURISM AND AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY OF \$120,000 WITHIN THE GRANTS/CONTINGENCY FUND FROM CONTINGENCY TO SERVICES IN PROJECT G59010 AND \$24,000 WITHIN THE SPORTS AND TOURISM FUND FROM SERVICES TO SERVICES IN PROJECT G59010.

WHEREAS, the Arizona Office of Tourism (“AOT”) received funds from the American Rescue Plan Act (“ARPA”) to support the tourism industry;

WHEREAS, AOT created The Visit Arizona Initiative (“VAI”) Grant Program to provide recovery assistance to the State’s tourism industry;

WHEREAS, the City of Surprise Sports and Tourism Department was awarded \$120,000 from AOT for the VAI Marketing Grant;

WHEREAS, the City’s Sports and Tourism Department desires to accept this grant and utilize the funding to expand the marketing reach for Spring Training and other events and increase tourism visitation in Surprise. The City has associated the name “Project G59010” for this grant opportunity;

WHEREAS, the VAI Marketing Grant requires a match from the City of \$24,000;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. The City of Surprise hereby authorizes the City Manager or his designee to accept a grant in the amount of \$120,000 from the Arizona Office of Tourism.

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.

Section 3. The Decision Letter from the Arizona Office of Tourism to the City of Surprise, attached as Exhibit B and incorporated by reference, is approved.

Section 4. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2022.

Attest:

Skip Hall, Mayor

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2022-119**Exhibit A**

1. Appropriation- The Exhibit below represents a movement of budget authority in the amount of \$120,000 within the Grants/Contingency Fund and \$24,000 within the Sports and Tourism Fund to establish a budget to implement the Visit Arizona Initiative Grant. These allocations do not represent an actual transfer of funds, but only 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	Sports and Tourism	#G59010 VAI Marketing Grant	R	-	120,000	120,000
Grants	Sports and Tourism	#G59010 VAI Marketing Grant	E	-	120,000	120,000
Sports and Tourism Fund	Sports and Tourism	#G59010 VAI Marketing Grant	E	-	24,000	24,000
Grants/Contingency	General Operations	Other	R	3,003,400	(120,000)	2,883,400
Grants/Contingency	General Operations	Contingency	E	2,996,600	(120,000)	2,876,600
Sports and Tourism Fund	Sports and Tourism	Services	E	2,292,000	(24,000)	2,268,000
Expense Total				5,288,600	-	5,288,600
Revenue Total				3,003,400	-	3,003,400



September 16, 2022

City of Surprise
16000 N Civic Center Plaza
Surprise, Arizona 85374

Dear City of Surprise,

Thank you for submitting a Visit Arizona Initiative (VAI) Marketing Grant Application. The decision-making process was a difficult one, with many organizations submitting competitive projects for a limited amount of grant dollars.

The Arizona Office of Tourism (AOT) has reviewed your application and found it to be competitive and aligned with the VAI Marketing Grant Guidelines. We are pleased to note that the City of Surprise marketing project has been granted pre-award status in the amount of \$120,000.

The VAI Pre-Awardee timeline and next steps can be found [HERE](#).

Any questions should be directed to grants@tourism.az.gov.

Sincerely,

Grants Team
Arizona Office of Tourism



**VISIT ARIZONA INITIATIVE (VAI) MARKETING GRANT AGREEMENT
NO. GR-ARPA-09162022-02-034**

Between the

**STATE OF ARIZONA
ARIZONA OFFICE OF TOURISM**

And the

CITY OF SURPRISE

This Grant Agreement (“Agreement”) is entered into by and between the State of Arizona (the “State”), the Arizona Office of Tourism (“AOT”), located at 1110 W. Washington St., #155, Phoenix, AZ 85007 and City of Surprise (“CoS”) located at 16000 N Civic Center Plaza, Surprise, AZ 85374.

WHEREAS, A.R.S. § 41-101.01 authorizes the Office of the Governor to execute and administer contracts and is charged with the responsibility of administering the Coronavirus State and Local Fiscal Recovery Funds allocated to the State. The C.F.D.A. number for all activity pursuant to this agreement is 21.027.

WHEREAS, this Agreement is entered into under the authority of A.R.S. §41-2702-2703 and the solicitation waiver issued March 3, 2020 by the Arizona Department of Administration, which authorizes grant agreements.

THEREFORE, it is agreed that the AOT shall provide funding to CoS for services under the terms of this Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize use and provide funds from the American Rescue Plan Act (“ARPA”) to CoS to support the tourism industry. The State was significantly impacted by COVID-19, resulting in lost revenue and related jobs. The Visit Arizona Initiative (VAI) Grant Program was created to provide recovery assistance to the State’s tourism industry and funding through this Agreement supports projects that will contribute to that effort.

Under this Agreement, services must be provided by CoS in compliance with the rules of the ARPA. The most current published rules can be found at: [Treasury’s Interim Final Rule](https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf); <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall be effective September 16, 2022, and shall terminate on September 16, 2023, contingent upon funding.

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Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) calendar days prior to the termination date. AOT agrees that regardless of its termination date of this Agreement, CoS may use the funds distributed under this Agreement to pay for any unpaid services already provided pursuant to this Agreement or obligated prior to the termination date.

Amendments to this Agreement shall be made in writing signed by both parties.

III. DESCRIPTION OF SERVICES

CoS shall:

1. Utilize funding to support the approved efforts consistent with the funding provided by the State via the Visit Arizona Initiative (VAI) Grant Program.
2. Maintain an AOT approved tracking of total payments and report to AOT on metrics to be established through discussion between CoS and AOT as additional ARPA guidance becomes available.
3. Utilize the State's "The Grand Canyon State" logo on all project materials. The logo and the words "The Grand Canyon State" must be legible. Logos are available [HERE](#).

IV. MANNER OF FINANCING

AOT shall:

1. Provide to CoS \$120,000 upon execution of this Agreement, for costs associated with [services] activities referenced in Attachment A, CoS's Proposal, incorporated into this Agreement by this reference in its entirety.
2. Transfer any unused funding pursuant to this Agreement at the termination date back to AOT.
3. Use the C.F.D.A. No. is 21.027 for all activity associated with this Agreement.
4. Resolve any questions regarding the appropriate use of the funds by mutual written agreement between CoS and AOT; provided, that AOT has final say on the appropriate use of funds.

CoS shall:

1. Resolve questions regarding the appropriate use of the funds by mutual agreement between the CoS and AOT provided, that AOT has final say on the appropriate use of funds.
2. Use the C.F.D.A. No. is 21.027 for all activity associated with this Agreement.
3. Provide to AOT proof of funding match when requested.

V. REPORTING REQUIREMENTS

CoS shall submit quarterly programmatic and financial reports to AOT for all expenditures incurred under this Agreement. The report deadlines are set below.

Q2 October 1 - December 31, 2022 (Report Due: December 30, 2022)

Q3 January 1 - March 31, 2023 (Report Due: April 3, 2023)

Q4 April 1 - June 30, 2023 (Report Due: July 3, 2023)



Q1 July 1 - September 30, 2023 (Report Due: October 2, 2023)

The format for these reports will be developed by AOT with input and direction from the Governor's Office to ensure proper reporting of quantifiable impact metrics as required under Federal guidance and per the executed Inter-State Agreement between AOT and the Governor's Office. Current metrics are based on U.S. Treasury's expenditure category "2.11 Aid to Tourism, Travel or Hospitality" but these may be adjusted and/or other metrics added as needed:

- A. Sector of employer
- B. Purpose of funds
- C. Impact of projects funded

VI. DOCUMENTS INCORPORATED BY REFERENCE

The State's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed [HERE](#). CoS warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound to those applicable provisions by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

VII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of AOT under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by AOT at the end of the period for which funds are available. No liability shall accrue to AOT in the event this provision is exercised, and AOT shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. AUDIT

In accordance with A.R.S. § 35-214, CoS shall retain and shall contractually require each grant recipient and sub-contractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the AOT at reasonable times. Upon request, CoS shall produce the original of any or all such records.

IX. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, AOT may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of AOT, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

X. INDEMNIFICATION CLAUSE:

CoS shall indemnify, defend, save and hold harmless the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) 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 CoS or any of its owners, officers, directors, agents, employees or sub-contractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of CoS 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by CoS from and against any and all claims. It is agreed that CoS recipient will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, CoS agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by CoS for the State.

This indemnity shall not apply if CoS or sub-contractor(s) is/are an agency, board, commission or university of the State.

XI. INSURANCE REQUIREMENTS PROFESSIONAL SERVICES:

CoS and sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CoS, its agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State in no way warrants that the minimum limits contained herein are sufficient to protect CoS from liabilities that might arise out of the performance of the work under this Agreement by CoS, its agents, representatives, employees or sub-contractors, and CoS is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: CoS shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000

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- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CoS”.**
- b. Policy shall contain a waiver of subrogation against the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of CoS.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of CoS, involving automobiles owned, leased, hired or borrowed by CoS”.**
- b. Policy shall contain a waiver of subrogation against the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of CoS.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of CoS.
- b. This requirement shall not apply to: Separately, each CoS or sub-contractor exempt under A.R.S. 23-901, and when CoS or sub-contractor executes the appropriate waiver (Sole Proprietor/Independent grant recipient) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

ARIZONA

OFFICE OF TOURISM

- a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CoS warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by CoS, even if those limits of liability are in excess of those required by this Agreement.
2. CoS's insurance coverage shall be primary insurance with respect to all other available sources.
3. Liability of CoS under the indemnification provisions of this Agreement shall not be limited to the coverage provided by CoS's insurers.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above shall require (30) days written notice to the State. Such notice shall be sent directly to **the Arizona Office of Tourism, 1110 W. Washington St., Suite 155, Phoenix, Arizona 85007** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect CoS from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: CoS shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

ARIZONA

OFFICE OF TOURISM

All certificates required by this Agreement shall be sent directly to **the Arizona Office of Tourism, 1110 W. Washington St., Suite 155, Phoenix, Arizona 85007**. The State project/agreement number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **SUB-CONTRACTORS:** CoS certificate(s) shall include all sub-contractors as insureds under its policies **or** CoS shall furnish to the State separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by AOT in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Agreement amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event CoS or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If CoS or sub-contractor(s) is/are a State agency, board, commission, or university, none of the above shall apply.

XII. OTHER

It is agreed that the parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

XIII. NOTICES

CoS shall address all notices relative to this Agreement to:

Lena Allen
Senior Community Affairs Manager
Arizona Office of Tourism
1110 W. Washington St., Suite 155, Phoenix, Arizona 85007
Email: lallen@tourism.az.gov

AOT shall address all notices relative to this Agreement to:

Joe Bertoletti
Assistant Director - Sports & Tourism
City of Surprise
16000 N Civic Center Plaza, Surprise, AZ 85374



Email: joe.bertoletti@surpriseaz.gov

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

CITY OF SURPRISE

THE ARIZONA OFFICE OF TOURISM

Kendra Pettis Date
Director - Sports & Tourism

Debbie Johnson Date
Director

Alix Skelpsa Ridgway Date
Senior Director of Government & Community
Affairs

AOT Grant Review: ☐

Applications: City of Surprise

Visit Arizona Initiative Marketing Grant Application (FY23)

Thank you for your interest in applying for the Visit Arizona Initiative Marketing Grant Program.

As you fill out the application please refer to the [VAI Marketing Grant Guidelines](#).

Profile

joe.bertoletti@surpriseaz.gov

Project Information

1. Which category does your entity affiliate with?

Designated Destination Marketing Organization (DMO), if so please continue to question 3

3. Estimated Cost of Tourism Marketing Project:

\$144,000.00

4. Amount of Funding Requested (See Maximum Fund Investment" for calculations):

\$120,000.00

5. Amount of Match Required (See "Match Requirements" for calculations):

\$24,000.00

6. Name of Entity:

City of Surprise

7. Describe the Project Strategy:

In order to achieve increased tourism visitation totals and build past our record totals from prior to the pandemic, specifically during Spring Training, Our campaign will be targeted to Dallas/Fort Worth, Kansas City and Portland, reaching an expanded demographic outside of what our traditional and prop 302 marketing is already accomplishing. These markets also help align with the teams that draw from those focus areas and promoting that our Spring Training Teams (Kansas City Royals and Texas Rangers) as well as our college partner, the Oregon State Beavers play at our largest tourism driver/asset, Surprise Stadium.

Our campaign will partner with Casual Astronaut to bring to life the story of Spring Training and how to "Find Your Spring Training in Surprise", which is a part of the City's overall tourism campaign "Find Your Surprise". The goal is to get those fans coming back, reminiscing of what they have been missing out on and start planning their trip including hotel, airfare, game tickets, as well as what other attractions they can visit while they are here, extending their trip within the state. In addition, we would expand our marketing efforts to target fans who have never made the trip to Arizona and showcase that now is the time to visit. The campaign would start October 2022 and go through March 2023.

The campaign will include message and media planning, landing pages, emails, ads & content creation, tracking and testing, as well as social media content creation and scheduling. These funds will also be used to create video advertisements on Surprise Stadium, local restaurants, and other tourism drivers.

Media spending would take place on digital platforms like google, facebook, twitter and Instagram as well as outlets that are identified through the campaign strategy process.

Arizona Office of Tourism's Statewide Recovery Plan and 3-Year Strategic Plan

Arizona Office of Tourism's Mission - We stabilize and strengthen local economies, protect environmental and cultural resources, create a meaningful visitor experience, and enhance the quality of life for all Arizonans through tourism collaboration, promotion, and development.

8. Describe entity's project alignment with the Arizona Office of Tourism's Statewide Industry Recovery Plan, 3-Year Plan, or Mission.

The Spring Training campaign embodies the AOT mission by contributing to the stabilization and strengthening of the tourism economy. In the strategic plan, AOT's position is that sports events make Arizona synonymous with grand and timeless experiences. This campaign aligns with that plan – by focusing a campaign on Spring Training, we will be relaunching the message of these experiences to fans and tourists that have been on a three year hiatus from visiting Arizona for sports tourism events.

- Accelerating Leisure Travel Activity (Statewide Recovery Plan)

- Accommodations

- Our campaign will tie Spring Training travel experiences to other overnight options, increasing hotel occupancy through promotion and education of Spring Training specific accommodation packages, property profile features & proximity of accommodations within walking distance of Surprise Stadium. (landing pages, digitally promoted, social media & website)
 - Elevate DMO efforts to develop social media efforts that highlights stories of what individual accommodations can provide and the experiences they offer.

- Food & Beverage

- Increasing visitor spending to restaurants and bars through social media influencer experiences, profiles and reservation suggestions (digitally promoted, social media & website)

- Stabilize visitor volume in urban centers (Statewide Recovery Plan)

- o Sports

- Support spring training for MLB

- This campaign focus on Spring Training and the Cactus League bringing players, fans and business related travel back to Arizona in volumes that look to improve upon pandemic numbers.

- Generating more visitor volume to Surprise Stadium, the largest visitor attraction in Surprise's urban center.

- o Promote and increase activities around Spring Training to help generate additional visitor attendance and stays (Spring Training 5K, College Baseball Classic, Special Events, Fan Engagement).

- Create a Spring Training Tickets and Accommodation landing page

- Increase fans knowledge of the availability and affordability of visiting during Spring Training.

9. Describe entity's capability to administer, implement and maintain the project:

The City of Surprise and our DMO have demonstrated the capabilities of implementing and maintaining projects like this one through our work with AOT in proposition 302 and the campaigns and reporting required to manage those campaigns. In addition, for this campaign, we will be working with Casual Astronaut, a local agency that does work with the Arizona Office of Tourism to help with the administration and implementation as well as the maintenance of the project. We are confident with both teams experience, the project will be more than successful.

In addition, the Surprise DMO is apart of the City staff. which provide accounting and grant administration resources from the City's finance office where the team has extensive

Negative Impacts of the Pandemic

Each Visit Arizona Marketing Program Applicant needs to provide proof of negative economic impacts of the pandemic and describe how the funding will assist with responding directly to the negative impacts of the pandemic.

10. Describe how your organization (“applicant”) or industry was negatively impacted by the COVID-19 pandemic and how the grant award will directly respond to the negative impacts and will support the economic recovery of your organization or industry. Please include specific data and other evidence of the economic impact.

Every aspect of the tourism industry in Surprise was negatively impacted by the COVID-19 pandemic. The City of Surprise experienced direct revenue losses through event cancellations, capacity limitations and tourism-related sales tax declines. The main tourism drivers in the City of Surprise are Sporting Events, specifically Major League Baseball’s Spring Training. When the pandemic hit at the beginning of March 2020, it was during our peak tourism season. Spring Training was shut down resulting in 33% of the Spring Training season, our highest visitation time, being eliminated. Spring Training is Surprise’s largest tourism driver and accounts for the biggest economic impact in the City. Surprise Stadium typically attracts over 200,000 in attendance during the Spring (January – April) with MLB Spring Training, Minor League Spring Training, Extended Spring Training as well as our annual College Baseball Classic featuring Oregon State. Sixty percent of all guests that visit Surprise Stadium for Spring Training are out of state visitors. The City of Surprise saw a decrease of over 109,000 in attendance and a 36% decrease of hotel occupancy in March of 2020 and 73% decrease in April that same year. The total economic impact lost for the state of Arizona, specific to Surprise in 2020 was \$30,237,515 compared to 2018 according to the Cactus League and Arizona State University’s W.P. Carey School of Business. The COVID-19 pandemic impacts to Surprise Stadium and the community also continued into 2021 where the implementation of a 20% capacity limit resulted in a loss of tourism, which included an estimated tourism impact loss of \$47,367,290 compared to 2018.

Arizona Economic Impact

Each Visit Arizona Marketing Grant Applicant needs to provide proof of substantial economic impact to the state with their application.

11. Describe how the project will enhance or expand tourism recovery in Arizona.

The campaign messages will focus on fans and stakeholders of the teams, getting the perspective visitors to dream and act on planning a Spring Training trip while sharing all of the great things to do while you are in Arizona. The goal is to get those fans coming back, reminiscing of what they have been missing out on and start planning their trip including hotel, airfare, and game tickets, as well as what other attractions they can visit while they are here, extending their trip within the state. In addition, we would expand our marketing efforts to target fans who have never made the trip to Arizona and showcase that now is the time to visit.

By using first party data and providing these targeted demographics multiple impression and messages to act on, we believe that the over 113,491 out of state visitors that did not attend Spring Training in 2022 (compared to 2018) will visit Arizona or consider visiting Arizona during Spring Training. We also believe that the expanded footprint this campaign will provide will also allow us to acquire additional visitors in the three target areas and help us expand our tourism recovery by sharing our message and value proposition with more prospective visitors.

12. Describe how the program supported by this grant will directly or indirectly support and assist businesses in the travel, tourism, and hospitality sectors that were negatively impacted by the pandemic.

We believe that specific elements of this campaign will impact the Hotel, Food and Beverage sectors as well as other amusements in our area by the specific campaign initiatives outlined specific to those businesses in our local economy (listed below)

o Recovery back to the City and supporting its tourism resources.

☐ Accommodations

- Our campaign will tie Spring Training travel experiences to other overnight options, increasing hotel occupancy through promotion and education of Spring Training specific accommodation packages, property profile features and the proximity of accommodations within walking distance of Surprise Stadium. (landing pages, digitally promoted, social media & website)
- Elevate our DMO efforts to develop social media efforts that highlights stories of what individual accommodations can provide and the experiences they offer.
-

☐ Food & Beverage

- Increasing visitor spending to restaurants and bars through social media influencer experiences, profiles and reservation suggestions and education (digitally promoted, social media & website)
- Elevate our DMO efforts to develop social media efforts that highlights stories of what individual restaurants have to offer and provide a local insight on what Surprise food and beverage has to offer.

13. Describe other Arizona economic impacts of the project.

On average, 52.7% of visitors to Spring Training stay between 3-6 days and 31% come primarily for Spring Training and visit another part of Arizona while they are here. The group coming to Surprise tends to be coming to us via the airport, visiting other parts of the state and spending money in areas like accommodations, food and beverage, transportation and retail, all key areas that were hurt during the pandemic and trying to recover. Spring Training tourist hit all areas of the tourism economy and by attracting more to Surprise, we create the grand slam visitor that impacts the states entire economy and not just one area or sector.

Financial Information

14. Describe the organization’s financial need for a Visit Arizona Initiative Marketing Grant.

Since 2020, Spring Training has lost over \$9.72 M in direct revenues. To over come the lost revenues, budgets for marketing initiatives are still well below 2019 resulting in less marketing reach to attract former and new visitors to Surprise for Spring Training. This Grant will provide the funds to exceed the reach of the marketing budget from 2019 and in conjunction with other DMO marketing initiatives, the grant funds will allow us to achieve the necessary impressions needs to achieve increased visitor acquisition.

15. Will the project receive any other funding assistance at the municipal, county, state or federal levels?

Yes

16. If you answered “Yes” to question #15, please provide a description of the other sources of funding assistance.

The funds use to match this request are coming from the City of Surprise Municipal budget and if needed an additional \$10,000 can be reallocated to the project for additional needs if they arise.

Budget Worksheet

To edit the budget, please go to 'Application Budget' at the bottom of the page and click the three lines in the 'Actions' column.

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/3FD6F5C3-C20D-46DF-AF48-54E7F1D0C73E>

Budget Status

I am aware that the budget is required and I have completed the Budget Worksheet

Marketing Plan

[Marketing Plan](#)

Attach completed marketing plan template:

VAI Marketing Grant - Marketing Plan - Surprise AZ DMO 8.30.22.pdf

Supporting Documentation

Upload supporting documentation:

AOT Application Marketing 8.31.22 FY23 FINAL.docx

Additional supporting documentation:

Economic-Impact-2020 Cactus League .pdf

Additional supporting documentation:

Additional supporting documentation:

SAM.Gov

[Click here for more information](#)

Attach proof of SAM.Gov Account, SAM.Gov/UEI registration initiation email confirmation or UEI Number.
SAM.gov UEI Registration.jpg

Additional Information

Any additional information you'd like to share with the Arizona Office of Tourism Grants Team?

In the application attachment, there are data reports that we used to answer the questions and provide the figures we did for back up - all for your reference.
Also, the City of Surprise Sports & Tourism Staff are also the DMO for the City - just to provide clarity for the organization.

Attestations

I agree to the U.S. Department of the Treasury's State and Local Fiscal Recovery Funds Award Terms & Conditions. (Initials)

JB

I agree that my application award amount may be subject to change based on available funding, application merit, and financial need. (Initials)

JB

I agree that the provided information is correct and complete to the best of my knowledge. (Initials)

JB

I agree that I have not and will not seek duplicative benefits from any source for these same expenses. (Initials)

JB

Average Score

of Reviews

0

of Denials

0

Additional Information

Please use the following link to view the Budget

Application Goals

View Application Goals

<https://portal.ecivis.com/#/peerGoals/FF9965EC-1BBA-4F51-8A3F-69D60728EE7D>

Applications: File Attachments

Attach completed marketing plan template:

VAI Marketing Grant - Marketing Plan - Surprise AZ DMO 8.30.22.pdf

Upload supporting documentation:

AOT Application Marketing 8.31.22 FY23 FINAL.docx

Additional supporting documentation:

Economic-Impact-2020 Cactus League .pdf

Attach proof of SAM.Gov Account, SAM.Gov/UEI registration initiation email confirmation or UEI Number.

SAM.gov UEI Registration.jpg

VISIT ARIZONA INITIATIVE MARKETING GRANT - MARKETING PLAN

Print Placement - 1	Details	Project Metrics	Budgeted Cost
Broadcast Placement - 2	Details		Budgeted Cost
		\$	-
Outdoor Placement - 3	Details		Budgeted Cost
Digital Media Placement - 4	Details		Budgeted Cost
	Website Name: Google Ad Network Ad Description: Banner Ads, native advertising, adwords Target Market: Dallas.Ft. Worth, Kansas City, Portland Dates: Oct. 2022 - Mar. 2023		
Google		Clicks, purchases, impressions	\$ 32,080.00
	Website Name: Facebook, Instagram, Twitter Ad Description: Platform ads and paid social Target Market: Dallas.Ft. Worth, Kansas City, Portland Dates: Oct. 2022 - Mar. 2023		
Meta & Twitter		Clicks, purchases, impressions	\$ 24,000.00
Website Development/Enhancement - 5	Details		Budgeted Cost
Printed Material - 6	Details		Budgeted Cost
		\$	-
Audio-Visual - 7	Details		Budgeted Cost
Event Sponsorships - 8	Details		Budgeted Cost
Research & Strategic Planning - 9	Details		Budgeted Cost
	Name/Type of Project: Spring Training Digital Marketing Campaign Brief Description: Campaign Strategy, Messaging, Ad Strategy, Media Plan, campaign creation, asset development, content creation, social media activation and campaign management.		
Casual Astronaut	Sub-Contractor: Casual Astronaut	ROI, hotel occupancy, clicks, impressions	\$ 87,920.00
			\$ 144,000.00

VAI Marketing FY23 Grant

DUNS# 021648936

Tax ID# 86-6007796

Travel, tourism or hospitality focused project and Scope of Work

The grant [scope of work] must assess the connection between the negative economic harm and the COVID-19 public health emergency, the nature and extent of that harm, and how the use of this funding would address such harm

Introduction / Demonstration of Need

Every aspect of the tourism industry in Surprise was negatively impacted by the COVID-19 pandemic. The City of Surprise experienced direct revenue losses through event cancellations, capacity limitations and tourism-related sales tax declines. The main tourism drivers in the City of Surprise are Sporting Events, specifically Major League Baseball's Spring Training. When the pandemic hit at the beginning of March 2020, it was during our peak tourism season. Spring Training was shut down resulting in 33% of the Spring Training season, our highest visitation time, being eliminated. Spring Training is Surprise's largest tourism driver and accounts for the biggest economic impact in the City. Surprise Stadium typically attracts over 200,000 in attendance during the Spring (January – April) with MLB Spring Training, Minor League Spring Training, Extended Spring Training as well as our annual College Baseball Classic featuring Oregon State. Sixty percent of all guests that visit Surprise Stadium for Spring Training are out of state visitors. The City of Surprise saw a decrease of over 109,000 in attendance and a 36% decrease of hotel occupancy in March of 2020 and 73% decrease in April that same year. The total economic impact lost for the state of Arizona, specific to Surprise in 2020 was \$30,237,515 compared to 2018 according to the Cactus League and Arizona State University's W.P. Carey School of Business. The COVID-19 pandemic impacts to Surprise Stadium and the community also continued into 2021 where the implementation of a 20% capacity limit resulted in a loss of tourism, which included an estimated tourism impact loss of \$47,367,290 compared to 2018.

During the shutdown of 2020, our local tourism partners including our hotels, restaurants, and entertainment venues were forced to temporarily shut down. Of the seven hotels in Surprise, three of the hotels were forced into temporary closures when they would normally be at capacity and the highest ADR of the season. Many restaurants went to take-out only options for a period of time and local entertainment venues also faced complete shutdowns as well as capacity limitations for months. To illustrate the impact, one data point, City Sales Tax, there was a direct loss of over \$660,000 during March-May of 2020 just in hotel, transient lodging, restaurant, and entertainment sales tax revenues alone, compared to 2019.

The following year, during the abbreviated Spring Training / Tourist season of 2021, our tourism industry in Surprise was also impacted because of three main reasons. The first reason, Spring Training games were limited to 20% capacity, limiting how many fans were able to get tickets and travel. The second, our main tourism markets, Dallas, Kansas City and Oregon were slow to begin leisure travel again. Finally, one of the largest impacts was the extenuating covid concerns and uncertainty that there was going to be a Spring Training season that was not resolved until February, at the start of the normal tourism season.

Scope of Work

In order to achieve increased tourism visitation totals and build past our record totals we did prior to the pandemic, specifically during Spring Training, the City of Surprise is proposing a comprehensive Spring Training Marketing travel and tourism campaign to draw back our visitation that has not returned since the pandemic. Our campaign will be targeted to our three largest target demographic metro areas of Dallas/Fort Worth, Kansas City and Portland, reaching an expanded demographic in these markets outside of what our traditional and prop 302 marketing is already accomplishing. These markets also help align with the teams that draw from those focus areas and promoting that our Spring Training Teams (Kansas City Royals and Texas Rangers) as well as our college partner, the Oregon State Beavers play at our largest tourism driver/asset, Surprise Stadium.

Our campaign will look to partner with Casual Astronaut, a local tourism marketing firm, to bring to life the story of Spring Training and how to “Find Your Spring Training in Surprise”, which is a part of the City’s overall tourism campaign “Find Your Surprise”. The campaign messages will focus on fans and stakeholders of the teams, getting the perspective visitors to dream about planning a Spring Training trip while sharing all of the great things to do while you are in Arizona. The goal is to get those fans coming back, reminiscing of what they have been missing out on and start planning their trip including hotel, airfare, and game tickets, as well as what other attractions they can visit while they are here, extending their trip within the state. In addition, we would expand our marketing efforts to target fans who have never made the trip to Arizona and showcase that now is the time to visit.

We’d like to request \$120,000 in funds for this campaign. \$90,000 will go toward the cost of the work performed by Casual Astronaut and the additional fund will be used for the media spend above and beyond the spending originally suggested by Casual Astronaut. We also plan to use our organizations matching funds toward the media spend (\$30,000). The campaign would start in October 2022 and go through the end of March 2023.

The campaign will include message and media planning, specialty landing pages, emails, ads & content creation, tracking and testing, as well as social media content creation and scheduling. These funds will also be used to create video advertisements and profiles on Surprise Stadium, local restaurants, and other tourism drivers. In addition, it will include reporting and optimization of each aspect of the campaign.

Media spending would take place on digital platforms such as google, facebook, twitter and Instagram as well as other outlets that are identified through the campaign strategy process. The goal would be to increase interactions on our social media pages and website that lead to an increase in hotel and attraction bookings.

9. Explain the production’s connection to AOT Mission or Statewide Recovery Plan:

The Spring Training marketing campaign embodies the AOT mission by contributing to the stabilization and strengthening of the City of Surprise tourism economy. In the strategic plan, Arizona Office of tourism’s position is that sports events make Arizona synonymous with grand and timeless experiences

and so much more. This campaign aligns with this aspect of the strategic plan – by focusing a campaign on Spring Training in Surprise, we will be relaunching the message of these experiences to fans and tourists that have been on a three year hiatus from visiting Arizona for this signature sports tourism event.

- **Accelerating Leisure Travel Activity (Statewide Recovery Plan)**

- Recovery back to the City and supporting its tourism resources.
 - Accommodations
 - Our campaign will tie Spring Training travel experiences to other overnight options, increasing hotel occupancy through promotion and education of Spring Training specific accommodation packages, property profile features and the proximity of accommodations within walking distance of Surprise Stadium. (landing pages, digitally promoted, social media & website)
 - Elevate our DMO efforts to develop social media efforts that highlights stories of what individual accommodations can provide and the experiences they offer.
 -
 - Food & Beverage
 - Increasing visitor spending to restaurants and bars through social media influencer experiences, profiles and reservation suggestions and education (digitally promoted, social media & website)
 - Elevate our DMO efforts to develop social media efforts that highlights stories of what individual restaurants have to offer and provide a local insight on what Surprise food and beverage has to offer.

- **Stabilize visitor volume in urban centers (Statewide Recovery Plan)**

- Sports
 - Support spring training for major league baseball
 - This campaign will focus on supporting Spring Training and the Cactus League bringing players, fans and business related travel back to Arizona in volumes that look to improve upon pandemic numbers.
 - Generating more visitor volume to Surprise Stadium, the largest visitor attraction in the City of Surprise urban center.
 - Promote and increase activities in and around Spring Training to help generate additional visitor attendance and stays (Spring Training 5K, College Baseball Classic featuring Oregon State, Special Events, Fan Engagement Activities).
 - Create a Spring Training Tickets and Accommodation package landing page
 - Increase fans knowledge of the availability and affordability of visiting Surprise during Spring Training.
 - Increasing Spring Training Ticket Sales
 - Increasing fan commitments to traveling to Arizona by communicating early and often through email campaigns, new ticket offers and expanded access when they purchase tickets early, leading to increased visitor bookings. This includes mini campaigns around the end of baseball season 2022 and holiday gift packages.

D. Additional Supporting Documents – Proof of Negative Economic Impact

Hotel Motel

Tax Collected	Reported to State	Reported to City	*FY2017	FY2018	FY2019	FY2020	FY2021
Jul	Aug	Sep	\$ 21,297	\$ 31,513	\$ 28,647	\$ 45,937	\$ 28,629
Aug	Sep	Oct	\$ 23,264	\$ 26,213	\$ 32,505	\$ 39,187	\$ 37,097
Sep	Oct	Nov	\$ 35,342	\$ 38,405	\$ 36,670	\$ 42,686	\$ 53,585
Oct	Nov	Dec	\$ 58,393	\$ 55,171	\$ 59,089	\$ 78,449	\$ 55,681
Nov	Dec	Jan	\$ 46,760	\$ 48,603	\$ 51,144	\$ 65,285	\$ 57,709
Dec	Jan	Feb	\$ 36,930	\$ 43,340	\$ 45,927	\$ 65,923	\$ 54,703
Jan	Feb	Mar	\$ 33,947	\$ 53,287	\$ 55,163	\$ 63,872	\$ 50,198
Feb	Mar	Apr	\$ 77,765	\$ 73,472	\$ 78,799	\$ 86,950	\$ 69,012
Mar	Apr	May	\$ 91,488	\$ 78,265	\$ 78,776	\$ 52,431	\$ 84,757
Apr	May	Jun	\$ 44,009	\$ 39,450	\$ 50,717	\$ 15,422	
May	Jun	Jul	\$ 29,185	\$ 39,484	\$ 35,774	\$ 30,064	
Jun	Jul	Aug	\$ 23,917	\$ 39,727	\$ 32,901	\$ 36,729	

Transient Lodging

Tax Collected	Reported to State	Reported to City	FY2017	FY2018	FY2019	FY2020	FY2021
Jul	Aug	Sep	\$ 35,321	\$ 50,396	\$ 39,965	\$ 76,992	\$ 47,900
Aug	Sep	Oct	\$ 24,356	\$ 37,041	\$ 43,679	\$ 57,491	\$ 56,297
Sep	Oct	Nov	\$ 38,396	\$ 44,062	\$ 42,573	\$ 55,148	\$ 70,788
Oct	Nov	Dec	\$ 71,136	\$ 52,360	\$ 54,808	\$ 92,419	\$ 75,117
Nov	Dec	Jan	\$ 56,159	\$ 55,496	\$ 56,805	\$ 76,078	\$ 63,887
Dec	Jan	Feb	\$ 43,260	\$ 51,399	\$ 54,244	\$ 88,371	\$ 59,288
Jan	Feb	Mar	\$ 67,301	\$ 78,493	\$ 79,897	\$ 105,344	\$ 72,794
Feb	Mar	Apr	\$ 98,560	\$ 104,735	\$ 113,530	\$ 126,037	\$ 97,313
Mar	Apr	May	\$ 150,918	\$ 119,914	\$ 112,904	\$ 74,722	\$ 132,307
Apr	May	Jun	\$ 69,245	\$ 56,034	\$ 78,376	\$ 11,987	
May	Jun	Jul	\$ 47,870	\$ 60,163	\$ 55,537	\$ 48,995	
Jun	Jul	Aug	\$ 36,092	\$ 62,355	\$ 53,003	\$ 62,502	

Restaurant and Bar

Tax Collected	Reported to State	Reported to City	FY2016	*FY2017	FY2018	FY2019	FY2020
Jul	Aug	Sep	\$ 402,510	\$ 502,873	\$ 517,688	\$ 602,501	\$ 617,309
Aug	Sep	Oct	\$ 430,056	\$ 482,560	\$ 551,570	\$ 595,999	\$ 661,498
Sep	Oct	Nov	\$ 434,876	\$ 496,508	\$ 588,019	\$ 568,700	\$ 648,273
Oct	Nov	Dec	\$ 481,198	\$ 531,487	\$ 595,474	\$ 673,244	\$ 699,844
Nov	Dec	Jan	\$ 487,777	\$ 545,694	\$ 600,545	\$ 635,982	\$ 750,040
Dec	Jan	Feb	\$ 522,687	\$ 602,045	\$ 651,071	\$ 703,527	\$ 750,407
Jan	Feb	Mar	\$ 491,380	\$ 621,598	\$ 676,521	\$ 735,712	\$ 780,726
Feb	Mar	Apr	\$ 547,841	\$ 614,354	\$ 681,549	\$ 697,023	\$ 720,193
Mar	Apr	May	\$ 675,027	\$ 800,846	\$ 860,495	\$ 881,172	\$ 647,300
Apr	May	Jun	\$ 545,300	\$ 650,128	\$ 673,602	\$ 734,688	\$ 614,841
May	Jun	Jul	\$ 481,777	\$ 597,185	\$ 649,784	\$ 743,919	\$ 706,220
Jun	Jul	Aug	\$ 436,037	\$ 540,675	\$ 626,876	\$ 653,721	

Tab 2 - Data by Measure

Surprise, AZ (City) - Reporting Hotels Only

Job Number: 1365904_SADIM Staff: SS Created: August 30, 2022

Occupancy (%)													
	January	February	March	April	May	June	July	August	September	October	November	December	Total Year
2014	52.6	74.6	86.2	60.4	45.9	45.3	43.0	39.6	45.6	55.0	58.0	49.8	54.5
2015	61.6	78.7	90.2	55.6	53.6	50.2	53.5	41.7	52.4	65.7	57.4	57.2	60.2
2016	67.5	86.5	92.8	72.8	60.2	53.3	57.3	47.8	58.7	70.6	61.6	60.3	66.2
2017	67.5	87.0	90.5	75.6	66.8	62.8	62.1	56.3	59.7	67.8	65.3	61.1	68.5
2018	74.2	85.5	87.3	79.1	69.2	65.4	61.0	57.5	60.5	64.5	64.6	60.1	69.0
2019	68.0	82.2	89.0	66.0	62.3	58.5	53.6	60.8	53.4	67.8	61.2	60.6	65.7
2020	63.7	76.5	48.2	25.7	36.3	55.0	44.7	46.7	58.3	59.4	50.6	47.2	52.0
2021	56.9	62.5	71.9	76.8	63.6	65.1	66.8	55.3	64.1	71.3	66.7	59.3	65.1
2022	66.8	75.4	73.6	66.6	58.0	56.5	59.2						65.9
Avg	64.2	78.3	80.9	65.3	58.6	57.7	56.7	50.9	57.5	65.3	60.7	57.0	62.6

ADR (\$)													
	January	February	March	April	May	June	July	August	September	October	November	December	Total Year
2014	33.85	112.12	139.82	108.51	83.33	76.63	75.09	74.55	78.76	90.36	95.80	87.31	97.23
2015	124.84	133.16	157.69	92.06	83.24	73.43	78.83	73.22	78.09	89.33	96.42	86.25	102.34
2016	106.53	121.87	166.61	92.90	81.27	80.30	80.82	78.38	83.79	97.52	95.69	85.09	101.57
2017	102.09	131.79	175.54	96.69	87.10	77.37	73.38	72.55	80.66	93.15	92.53	85.96	101.53
2018	105.81	138.97	173.70	96.11	88.62	84.56	85.46	77.29	85.35	93.08	101.42	94.20	105.00
2019	112.00	148.10	182.55	107.92	91.89	89.32	86.31	82.79	89.32	106.25	109.47	104.07	110.94
2020	122.09	158.45	176.93	80.51	85.33	91.86	89.34	87.44	91.65	98.67	102.22	91.89	111.12
2021	93.97	128.23	149.27	119.03	118.29	108.27	114.22	106.91	122.70	136.69	137.68	125.18	122.44
2022	136.75	178.20	203.42	151.28	126.27	114.27	120.18						150.61
Avg	111.76	139.87	169.61	108.17	95.69	90.50	92.00	82.82	90.47	102.22	105.18	96.12	107.07

RevPAR (\$)													
	January	February	March	April	May	June	July	August	September	October	November	December	Total Year
2014	43.36	83.64	120.58	65.59	38.27	34.73	32.32	29.49	35.68	43.68	55.60	43.48	53.03
2015	76.90	104.75	142.21	51.20	49.62	38.85	42.18	30.55	40.92	53.04	55.35	49.29	61.63
2016	71.91	105.38	154.67	67.60	48.95	48.00	46.30	37.49	49.16	68.86	58.99	51.35	67.20
2017	68.88	114.53	158.84	73.27	58.17	48.57	49.30	40.87	48.28	63.11	61.01	52.48	69.54
2018	78.55	118.85	151.61	75.99	61.34	55.33	52.17	44.44	51.61	60.07	65.49	56.62	72.41
2019	76.20	121.78	162.40	71.19	57.25	52.21	51.46	50.32	53.02	71.99	66.96	63.09	72.77
2020	77.78	121.18	85.24	20.67	31.17	50.49	40.17	40.81	53.41	58.65	51.77	43.39	57.73
2021	53.44	80.20	107.40	91.37	75.24	70.50	76.27	59.11	78.67	97.42	91.78	75.04	79.68
2022	91.41	134.40	161.91	100.73	73.18	64.52	71.18						99.29
Avg	71.75	109.56	137.15	70.65	56.06	52.22	52.15	42.19	52.05	66.76	63.82	54.75	67.03

Supply													
	January	February	March	April	May	June	July	August	September	October	November	December	Total Year
2014	20,832	18,816	20,832	20,160	20,832	20,160	20,832	20,832	20,160	20,832	20,160	20,832	245,280
2015	20,832	18,816	20,832	20,160	20,832	20,160	20,832	20,832	20,160	20,832	20,160	20,832	245,280
2016	20,832	18,816	20,832	20,160	20,832	20,160	20,832	20,832	20,160	20,832	20,160	20,832	245,280
2017	20,832	18,816	20,832	20,160	20,832	20,160	20,832	20,832	20,160	20,832	20,160	20,832	245,280
2018	20,832	18,816	20,832	20,160	20,832	20,160	20,832	20,832	20,160	20,832	20,160	20,832	245,280
2019	20,832	18,816	20,832	23,880	24,676	23,880	24,676	24,676	23,880	24,676	23,880	24,676	279,380
2020	24,676	22,288	24,676	16,710	17,267	20,160	20,832	24,769	23,970	24,769	23,970	24,769	268,856
2021	24,769	22,372	24,769	23,970	24,769	23,970	24,769	24,769	23,970	24,769	23,970	24,769	291,635
2022	24,769	22,372	24,769	23,970	24,769	23,970	24,769						169,388

FOR IMMEDIATE RELEASE
Wednesday, August 26, 2020



Media Contacts:

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Cactus League boosted Arizona's economy before COVID-19 suspension

Total Economic Impact is \$363.6 million
\$213.7 million for Arizona's Gross Domestic Product

GLENDAL, Ariz. - The 2020 Cactus League season generated an estimated economic impact of \$363.6 million, including a \$213.7 million contribution to Arizona's Gross Domestic Product, before being suspended due to the COVID-19 pandemic, according to a study by the L. William Seidman Research Institute at Arizona State University's W.P. Carey School of Business.

Those figures, while robust, represent a dramatic decline from the most recent ASU survey, which recorded \$644.2 million in economic impact, including \$373 million in Gross

Domestic Product, over the full 2018 spring training season. The study estimated that the 2020 season would have produced impact "on a par" with the 2018 season had it not been curtailed.

The 2020 Cactus League season was suspended on March 12 in response to the pandemic.

"Even with a severely curtailed season, the Cactus League delivered significant economic benefit for Arizona," Cactus League President Chris Calcaterra said. "The pandemic's impact on the state's tourism industry has made it abundantly clear that we can't take spring training for granted. We're grateful to our stakeholders and partners for their support of this critically important tourism driver."

Researchers surveyed 2,344 visitors to Cactus League ballparks, including 1,446 non-Arizona residents. The estimated impacts are exclusively based on new dollars that flowed into the state from MLB teams and fans due to spring training. A GDP by State estimate is used by the Bureau of Economic Analysis as the primary indicator of the economic health of a specific geography.

At the time spring training was suspended, 139 of 237 scheduled Cactus League games had been played (89 games were suspended due to the pandemic and another nine were rained out).

Cactus League games in Arizona drew a total of 912,956 fans in 2020, an average of 6,568 per game (Cactus League teams also played four games in Las Vegas). Twelve of the 15 clubs saw their largest crowds in what turned out to be the final week of games.

"Unfortunately, the shutdown came as we anticipated the annual influx of spring breakers to Arizona," Cactus League Executive Director Bridget Binsbacher said. "Just as spring training offers fresh hope to baseball fans every year, we believe that the Cactus League will help lead the recovery of Arizona's tourism industry."

The study found that the Cactus League created 3,202 annual jobs paying \$128.3 million labor income in 2020. Spring training also directly generated a total of \$18.4 million in taxes for the state (\$13.1 million) and local governments (\$5.3 million).

About six in 10 Cactus League fans came from out of state in 2020, which is consistent with the 2018 ASU study. And most of those fans say spring training is the sole or primary reason for visiting Arizona - an indicator of the Cactus League's importance as a tourism driver.

The median Cactus League party (excluding Maricopa and Pinal residents) attended three games and spent \$335.71 per day, according to the study. Out-of-state and international visitors stayed within the Phoenix area for a median of 5 days.

Nearly a third (31.6 percent) of out-of-state fans said they would visit another part of Arizona during their trips, with North Central Arizona (Sedona and Prescott) and Northern

Arizona (Flagstaff, the Grand Canyon and Monument Valley) listed as the most popular destinations.

"The Cactus League is a key annual driver for tourism and hospitality; and 2020 is no different, despite the unprecedented circumstances," said Dr. Anthony Evans, Seidman's study author. "Adjusting for differences in the spending power of the dollar in both years, the total State GDP contribution of the first 139 baseball games by ballpark in 2018 and 2020 are comparable. On that basis, it's reasonable to assume that the total impacts would have been on a par with 2018 if the 2020 season had been played in full."

By the Numbers: Cactus League Economic Impact

Here is a closer look at some of the key figures in the 2020 Cactus League Economic and Fiscal Impact Report by the L. William Seidman Research Institute at Arizona State University's W.P. Carey School of Business.

How do Cactus League visitors spend their money?

This table breaks down the expenditures of out-of-state visitors to the Cactus League.

Expenditure Type	Estimate (Millions 2020\$)	Expenditure Type	Estimate (Millions 2020\$)
Lodging/Accommodation	\$43.2	Local Transportation	\$3.0
Bars and Restaurants	\$56.3	Rental Cars	\$12.4
Groceries	\$8.5	Gasoline	\$6.8
Souvenirs & Gifts	\$20.1	Other	\$3.9
Other Entertainment	\$14.2	Total	\$168.3

How much do Cactus League visitors spend?

This table shows the median daily spending per party for out-of-state visitors.

	2018	2020
Under \$100	8.6%	9.7%
\$100 to \$199.99	13.3%	14.9%
\$200 to \$299.99	13.3%	14.1%
\$300 to \$499.99	23.7%	29.6%
\$500+	41.0%	31.7%
Median Daily Spending	\$405	\$335.71
	N=2,622	N=1,493

How long do out-of-area Cactus League visitors stay?

This table shows how long Cactus League visitors stay. "Other AZ" represents Arizona residents from outside Maricopa County; "Other U.S." is U.S. residents from outside Arizona.

	2018	2020	Other AZ	Other U.S.	International
Day Trip	5.3%	1.3%	23.4%	0.6%	-
1 to 2 Nights	16.1%	13.8%	36.2%	13.6%	4.3%
3 to 4 Nights	35.5%	32.5%	14.9%	33.7%	17.4%
5 to 6 Nights	17.9%	20.2%	4.2%	21.2%	11.6%
7 to 8 Nights	11.3%	12.2%	8.5%	12.2%	17.4%
9+ Nights	13.8%	20.0%	12.8%	18.7%	49.3%
Median (excludes day trippers)	4	5	2	4	7
	N=2,622	N=1,493	N=47	N=1,377	N=69

Importance of Spring Training (among non-Arizona visitors)

In keeping with prior studies, non-resident fans were asked about the importance of Spring Training on their decision to visit Arizona.



Travel to other parts of Arizona

This table shows the responses of non-resident fans who were asked if they visited other parts of Arizona during their Cactus League vacation.

	2018	2020	Non-AZ U.S.	International
Yes	26.6%	31.6%	30.9%	44.9%

No	73.4%	68.4%	69.1%	55.1%
	N=2,490	N=1,446	N=1,377	N=69

Where do Cactus League fans visit in Arizona?

This table shows the destinations of fans who travel to other parts of Arizona during their trips to spring training.

	2018	2020	Non-AZ U.S.	International
Northern AZ	37.6%	33.5%	32.9%	41.9%
North Central AZ	39.8%	47.3%	47.7%	41.9%
Tucson/Southern AZ	24.0%	23.2%	22.3%	35.5%
West Coast AZ	9.5%	7.0%	6.3%	16.1%
Central AZ	18.1%	8.8%	8.9%	6.5%
Other/Don't Know	9.7%	7.2%	6.8%	12.9%
	N=663	N=457	N=426	N=31

###

Arizona tourism leaders on the 2020 Cactus League economic impact study

Debbie Johnson/Director, Arizona Office of Tourism

"Even in a shortened season, it's clear that the Cactus League is an important tourism driver for Arizona. We know that the Cactus League will play a key role in Arizona's economic recovery. Spring training has inspired hope in baseball fans for generations, and never more so than during these challenging times."

Doug Yonko/Board Chair, Arizona Sports and Tourism Authority

"Even in a shortened season, the Cactus League's strong economic impact represents a dividend of the Arizona Sports and Tourism Authority's investment in spring training facility construction and renovation. Last season made it clear that we must not take the spring training industry for granted, and we expect spring training to help drive Arizona's economic recovery. We congratulate the Cactus League for delivering on the promise made to Maricopa County voters when they approved Prop. 302."

Kim Sabow/President & CEO, Arizona Lodging & Tourism Association

"Tourism is truly the life blood of Arizona, and the Cactus League is an all-star attraction for out-of-state visitors. The Cactus League has long been a treasured springtime destination for generations of baseball fans. When the time is right, Arizona's tourism industry looks forward to welcoming those fans back to our state."

Sandra Watson/President & CEO, Arizona Commerce Authority

"The Cactus League has delivered significant value for the state's economy, even despite the 2020 spring training season being curtailed. Spring training baseball is a

proven economic driver, and I'm confident it will play a key role as Arizona's tourism industry continues to recover from the pandemic."

About the Cactus League:

Since 1947 the Cactus League Association has provided a forum to share operational efficiencies; establish and nurture business relationships with Major League Baseball franchises; and promote and fundraise for the Cactus League. With 15 MLB teams training in 10 ballparks across Maricopa County, the Cactus League delivers consistently strong economic impact for Arizona. The Cactus League Association is committed to strengthening and promoting this vital industry while serving our communities and contributing to the quality of life for Arizona residents and visitors.

For more information visit <http://www.cactusleague.com>



Surprise, City Of

Active Registration

Reset MPIN

Unique Entity ID:
CNDLLN6WTTE3

Purpose of Registration:
All Awards

Expiration Date
Apr 28, 2023

CAGE/NCAGE:
3UMD4

Physical Address:
16000 N Civic Ctr Plz
Surprise, AZ 85374-7463 USA

FSD Number: INC-GSAFSD6058482

FSD Incidents

Entity Information

Tell us about your organization.

Linked Applicant

joe.bertoletti@surpriseaz.gov

1. Entity Name:

City of Surprise

2. Entity Type:

City Government / DMO

3. Street Address:

16000 N Civic Center Plaza

Street Address 2:

City:

Surprise

County:

Maricopa

State:

Arizona

Zipcode:

85374

4. Entity Website:

<https://www.exploresurprise.com/>

5. Entity Phone Number:

623-222-2822

6. Applicant Entity UEI Number (If not obtained yet, proof of effort to obtain will need to be uploaded with application):

CNDLLN6WTTE3

7. Applicant Entity Taxpayer Identification Number (TIN):

86-6007796

Entity Contact:

First name:

Joseph

Last name:

Bertoletti

Title:

Assistant Director

Phone Number:

623-222-2822

Phone Extension:

Email Address:

joe.bertoletti@surpriseaz.gov

Budget: 40818170

Application

City of Surprise

Please use the following link to view the application budget. This link will open in a new window.

<https://portal.ecivis.com/#/peerBudget/3FD6F5C3-C20D-46DF-AF48-54E7F1D0C73E>

Budget Status

Not Approved



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 20, 2022
Submitting Department: Human Svcs and Comm
Vitality
Staff Recommendations:

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to the approval of Amendment No. 2 to the Intergovernmental Agreement with Maricopa County for 2022 Home Program Funds; amending the Fiscal Year 2023 Budget by moving budget authority in the amount of \$200,800 from the Grants/Contingency Fund to the Neighborhood Revitalization Fund, Project G51565; and accepting grant funding from Maricopa County via the Department of Housing and Urban Development for 2022 Home Program Funds; Resolution #2022-116.

Motion:

I move to approve Resolution #2022-116.

Background:

The Cities and Towns of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County have previously entered into an Intergovernmental Agreement (IGA) to form the Maricopa HOME Consortium (HOME Consortium IGA) to receive, distribute and administer HOME Investment Partnerships Funds (HOME).

The United States Department of Housing and Urban Development and Maricopa County Consortium has allocated the City of Surprise \$200,703 for Tenant Based Rental Assistance to help low income residents of Surprise.

Objective Analysis:

This action will allow the Human Service & Community Vitality Department to continue to provide Tenant Based Rental Assistance to help low-income residents of Surprise.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

This one-time item will allow expenditures up to \$200,800 in HOME Partnership grant funding. These

expenditures will be reimbursed by Maricopa County. There is a 25% match requirement that has already been met through the City's support of the Heritage at Surprise project.

Budget Impact:

This action will result in the movement of budget authority from the Grants/Contingency Fund to the Neighborhood Revitalization Fund in the amount of \$200,800. This action represents a movement of budget 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. Surprise HOME Amendment 2
 2. Surprise HOME Amendment 2
 3. RES 2022-116 PY22 HOME IGA_Budget Updated
-

AMENDMENT NO. 2 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

- I. Maricopa County ("County") administered by its Human Services Department and the City of Surprise ("City") entered into a financial Intergovernmental Agreement ("Agreement") on or about March 31, 2021. The purpose of the Agreement is for the City to provide Tenant Based Rental Assistance (TBRA) and security deposits to eligible individuals that reside in the City of Surprise. The County provided the City with \$184,855 in 2020 HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). All work performed or cost incurred or expended shall be reimbursable through September 30, 2024. The County and the City may be referred to individually as the "Party" and collectively referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about March 17, 2022. The Amendment extended the termination date from September 30, 2024, through September 30, 2025. The Amendment also added agreement required language specific to: Whistleblower Rights; Force Majeure; Administrative Change Orders; and Compensation. The Amendment added 2021 Work Statement for the City to provide Tenant Based Rental Assistance (TBRA) and security deposits to eligible individuals that reside in the city of Surprise. The County provided the City an increase in funding in the amount of \$185,929 PY21 HOME funds for the work statement activities. The Agreement funding amount increased from \$184,855 to \$370,784.

- II. The Parties agree to enter into this Amendment No. 2 to amend the Agreement as follows:

A. Change Lead Agency Maricopa County
Representative: Shawn Pierce, Deputy Director Human Services Department
Phone: 602-506-5006
E-Mail: shawn.pierce@maricopa.gov
Address: 234 North Central, 3rd Floor Phoenix AZ 85004

- B. Revise Section 3 (Work Statement) to address the following paragraphs:

1. Add an additional Work Statement hereinafter referred to as "2022 Work Statement", attached and incorporated into the Agreement. The 2022 Work Statement is for the City to provide Tenant Based Rental Assistance within the City as certified a "High" priority in the Consolidated Plan. The City will contract with a Subcontractor to administer the Project. If the City has completed the required Environmental Review, expenditures may be retroactive to July 1, 2022. All work performed, or costs incurred expenses shall be reimbursable through September 30, 2025. The County shall provide the City with \$200,703 for the Work Statement activities. The funding for Work Statement is provided by PY22 HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development (HUD) funds, under ALN 14.239.

- C. The Agreement funding amount shall be increased from \$370,784 to \$571,487 in HOME funds.
- III. Section II above contains all the changes made by this Amendment No. 2. All other terms and conditions of the Agreement and Amendment No. 1 shall remain the same and in full force and effect as approved.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 2 on their behalf, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment: No. 2:

FOR CITY OF SURPRISE:

FOR MARICOPA COUNTY:

Skip Hall Date
Mayor

Chairman, Board of Supervisors Date

Attestation:

Attestation:

Sherry Aguilar Date
City Clerk

Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for the City Date

Deputy County Attorney Date

**2022 Work Statement
MARICOPA COUNTY
Tenant Based Rental Assistance
HOME Investment Partnerships Program
Program Year 2022**

Consortium Member: City of Surprise, Arizona
 Funding: \$200,703 (\$188,159 EN and \$12,554 AD)
 Project: Tenant Based Rental Assistance (TBRA)
 Type of Property: Rental

1. FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMINISTRATION (AD)	PROGRAM INCOME (PI) (non-reimbursable, IDIS draw only)	TOTAL BUDGET
PY 2022	\$188,159	\$12,544	\$2,059.17	\$202,762.17

2. DETAILED SCOPE OF WORK:

1. Tenant Based Rental Assistance within the City is certified a "High" priority in the Consolidated Plan. The City will contract with a Subcontractor to administer the Project. Type of assistance/activity to be provided with HOME funds: Tenant Based Rental Assistance.
3. Methods and instruments used for ensuring affordability: The maximum amount of monthly assistance paid to, or on behalf of, a family may not exceed the difference between a rent standard for the bedroom size and 30% of the family's monthly adjusted income. The subrecipient will annually determine that the family income continues to be low-income.

3. OBJECTIVES AND OUTCOMES:

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

4. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	ACTIVITIES In order to address the issue, the subrecipient will conduct the following activities:	OUTPUTS Once completed, these activities will produce the following:	OUTCOMES When completed, these activities will lead to the following changes:	IMPACT Long term changes:
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5. PROPOSED HOME-ASSISTED BENEFICIARIES:

Targeted Population by Income Level	Number of Households	Total Number of Units
Households at or below 50%		
Households at or below 60%	10	10
Households at or below 80%		
TOTAL	10	10

6. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population.

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Physically Disabled	
Other Priority Populations: Veterans	

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<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
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Administration	\$12,544	\$15,824	\$28,368
TOTAL	\$200,703	\$17,343.17	\$218,586.17

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FUNDING AGENCY	CASH AMOUNT
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Subrecipient Contribution	\$15,824
TOTAL	\$17,343.17

10. MATCH:

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of request for payment(s).

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Cash or cash equivalents from a non-federal source	TBRA Subrecipient	\$15,824
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Value of donated materials, equipment, labor, and professional services or sweat equity		
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AMENDMENT NO. 2 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

- I. Maricopa County ("County") administered by its Human Services Department and the City of Surprise ("City") entered into a financial Intergovernmental Agreement ("Agreement") on or about March 31, 2021. The purpose of the Agreement is for the City to provide Tenant Based Rental Assistance (TBRA) and security deposits to eligible individuals that reside in the City of Surprise. The County provided the City with \$184,855 in 2020 HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). All work performed or cost incurred or expended shall be reimbursable through September 30, 2024. The County and the City may be referred to individually as the "Party" and collectively referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about March 17, 2022. The Amendment extended the termination date from September 30, 2024, through September 30, 2025. The Amendment also added agreement required language specific to: Whistleblower Rights; Force Majeure; Administrative Change Orders; and Compensation. The Amendment added 2021 Work Statement for the City to provide Tenant Based Rental Assistance (TBRA) and security deposits to eligible individuals that reside in the city of Surprise. The County provided the City an increase in funding in the amount of \$185,929 PY21 HOME funds for the work statement activities. The Agreement funding amount increased from \$184,855 to \$370,784.

- II. The Parties agree to enter into this Amendment No. 2 to amend the Agreement as follows:

A. Change Lead Agency Maricopa County
Representative: Shawn Pierce, Deputy Director Human Services Department
Phone: 602-506-5006
E-Mail: shawn.pierce@maricopa.gov
Address: 234 North Central, 3rd Floor Phoenix AZ 85004

- B. Revise Section 3 (Work Statement) to address the following paragraphs:

1. Add an additional Work Statement hereinafter referred to as "2022 Work Statement", attached and incorporated into the Agreement. The 2022 Work Statement is for the City to provide Tenant Based Rental Assistance within the City as certified a "High" priority in the Consolidated Plan. The City will contract with a Subcontractor to administer the Project. If the City has completed the required Environmental Review, expenditures may be retroactive to July 1, 2022. All work performed, or costs incurred expenses shall be reimbursable through September 30, 2025. The County shall provide the City with \$200,703 for the Work Statement activities. The funding for Work Statement is provided by PY22 HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development (HUD) funds, under ALN 14.239.

- C. The Agreement funding amount shall be increased from \$370,784 to \$571,487 in HOME funds.
- III. Section II above contains all the changes made by this Amendment No. 2. All other terms and conditions of the Agreement and Amendment No. 1 shall remain the same and in full force and effect as approved.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 2 on their behalf, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment: No. 2:

FOR CITY OF SURPRISE:

FOR MARICOPA COUNTY:

Skip Hall Date
Mayor

Chairman, Board of Supervisors Date

Attestation:

Attestation:

Sherry Aguilar Date
City Clerk

Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for the City Date

Deputy County Attorney Date

**2022 Work Statement
MARICOPA COUNTY
Tenant Based Rental Assistance
HOME Investment Partnerships Program
Program Year 2022**

Consortium Member: City of Surprise, Arizona
 Funding: \$200,703 (\$188,159 EN and \$12,554 AD)
 Project: Tenant Based Rental Assistance (TBRA)
 Type of Property: Rental

1. FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMINISTRATION (AD)	PROGRAM INCOME (PI) (non-reimbursable, IDIS draw only)	TOTAL BUDGET
PY 2022	\$188,159	\$12,544	\$2,059.17	\$202,762.17

2. DETAILED SCOPE OF WORK:

1. Tenant Based Rental Assistance within the City is certified a "High" priority in the Consolidated Plan. The City will contract with a Subcontractor to administer the Project. Type of assistance/activity to be provided with HOME funds: Tenant Based Rental Assistance.
3. Methods and instruments used for ensuring affordability: The maximum amount of monthly assistance paid to, or on behalf of, a family may not exceed the difference between a rent standard for the bedroom size and 30% of the family's monthly adjusted income. The subrecipient will annually determine that the family income continues to be low-income.

3. OBJECTIVES AND OUTCOMES:

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

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Value of donated land or real property		
Infrastructure improvements associated with HOME projects		
Value of donated materials, equipment, labor, and professional services or sweat equity		
TOTAL		\$47,039.75

RESOLUTION # 2022-116

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR 2022 HOME PROGRAM FUNDS; AMENDING THE FISCAL YEAR 2023 BUDGET BY REALLOCATING APPROPRIATIONS OF \$200,800 FROM CONTINGENCY WITHIN THE GRANTS FUND TO THE NEIGHBORHOOD REVITALIZATION FUND, PROJECT G51565; ACCEPTING GRANT FUNDING FROM MARICOPA COUNTY VIA THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR 2022 HOME PROGRAM FUNDS.

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

WHEREAS, the Cities and Towns of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise, and Tempe, and Maricopa County have previously entered into an Intergovernmental Agreement (IGA) to form the Maricopa HOME Consortium (HOME Consortium IGA) to receive, distribute, and administer HOME Investment Partnerships Funds (HOME);

WHEREAS, the United States Department of Housing and Urban Development and Maricopa County Consortium has allocated the City of Surprise \$200,703 for Tenant Based Rental Assistance to help low income residents of Surprise;

WHEREAS, the Agreement funding shall be increased from \$370,784 to \$571,487;

WHEREAS, accept revisions to Section 3 of the Agreement as indicated;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2022-116
Exhibit A

1. Appropriation - The allocation below represents the moving of budget authority in the amount of \$200,800 from Contingency within the Grants Fund to project G51565 to accept funding from Maricopa County via The Department of Housing and Urban Development for 2022 HOME Program Funds. Revenue budget of \$33,000 and expense budget of \$35,000 for the 2022 HOME Program Income portion of project G51565 is not reflected below. 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
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51565 2022 HOME	E	-	200,800	200,800
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51565 2022 HOME	R	-	200,800	200,800
Grants/Contingency	General Operations	Contingency	E	3,036,600	(200,800)	2,835,800
Grants/Contingency	General Operations	Other	R	3,043,400	(200,800)	2,842,600
Expense Total				3,036,600	-	3,036,600
Revenue Total				3,043,400	-	3,043,400

RESOLUTION # 2022-116
Exhibit B

AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY

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BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
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FOR CITY OF SURPRISE:

FOR MARICOPA COUNTY:

Skip Hall Date
Mayor

Chairman, Board of Supervisors Date

Attestation:

Attestation:

Sherry Aguilar Date
City Clerk

Juanita Garza Date
Clerk of the Board

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Attorney for the City Date

Deputy County Attorney Date

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MARICOPA COUNTY
Tenant Based Rental Assistance
HOME Investment Partnerships Program
Program Year 2022**

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Value of donated materials, equipment, labor, and professional services or sweat equity		
TOTAL		\$47,039.75



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 20, 2022
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: District 1

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

Consideration and action ratifying the December 6, 2022 conditional acceptance and maintenance of certain streets and public utility improvements at Bell Pointe II North and correcting a scrivener's error; Resolution # 2022-108.

Motion:

I move to ratify the approval of the December 6, 2022 conditional acceptance of the Bell Point II North infrastructure and correct a scrivener's error by approval of Resolution #2022-108.

Background:

At the December 6, 2022 Regular City Council Meeting, City Council approved the conditional acceptance and maintenance obligation of certain streets and public utility improvements at the Bell Point II North development by Resolution #2022-107. Subsequent to that approval, it was discovered by the City Clerk's Office that Resolution #2022-107 had previously been assigned and used for approval of an IGA earlier this year and therefore the numbering of Resolution #2022-107 for the conditional acceptance of Bell Point II infrastructure was a scrivener's error. The correct Resolution number should have been Resolution #2022-108. Therefore, it is necessary for the City Council to correct the scrivener's error in resolution numbering and ratify the approval of the acceptance of the Bell Point II infrastructure.

Objective Analysis:

The original acceptance on December 6, 2022, by the incorrectly numbered Resolution is a routine matter that accepted required infrastructure consistent with city ordinance, policy, and practice. This ratification by approval of Resolution #2022-108 will correct a scrivener's error.

Policy Compliant:

This approval will correct a scrivener's error in the numbering of Resolutions and ensure that the City Clerk's Office will maintain accurately numbered Resolutions are part of the official records of the City of Surprise.

Financial Impact:

None.

Budget Impact:

None.

FTE Impact:

None.

ATTACHMENTS:

1. Res 2022-108 Accept Infra Bell Pointe 2 North.cao
-

RESOLUTION # 2022-108

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 BELL POINTE II NORTH, GENERALLY LOCATED AT NORTH BELL POINTE BOULEVARD AND WEST WEATHERBY DRIVE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Bell Pointe II – North and Tract LL of the Bell Pointe I Plat" on, January 7th, 2020;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, the developer installed utility improvements, including roadway, including asphalt (paving) and concrete (curb and gutter), storm drain lines (drainage) and sewer main lines (sewer), all collectively defined as the "Public Utility Improvements";

WHEREAS, Richmond American Homes of Arizona Inc., the developer of Bell Pointe II North, dedicated to the City the street and Public Utility Improvements, generally located at North Bell Pointe Boulevard and West Weatherby Drive;

WHEREAS, on or about July 29th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Utility Improvements described in this resolution and found the Public Utility 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 Utility Improvements.

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

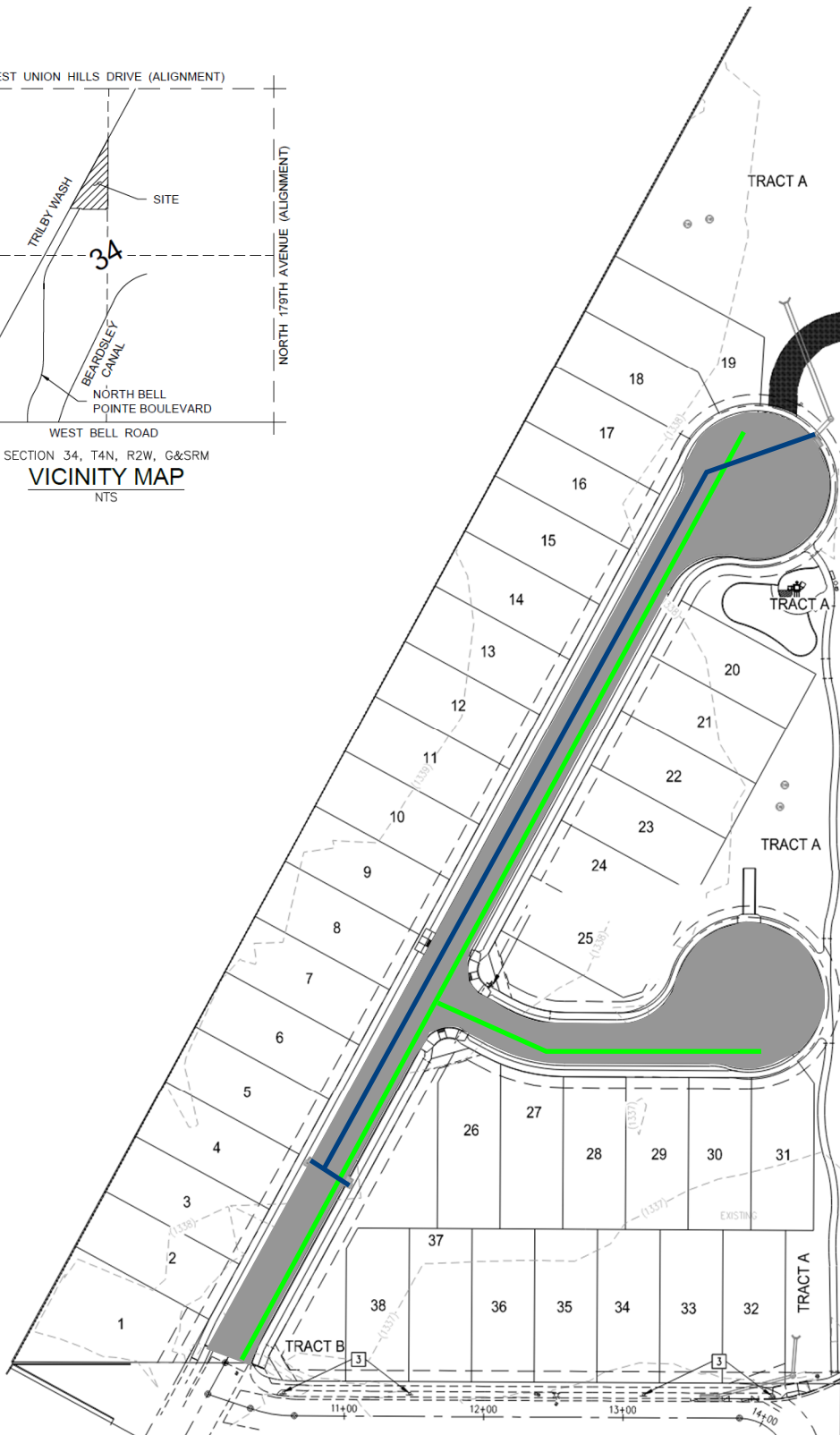
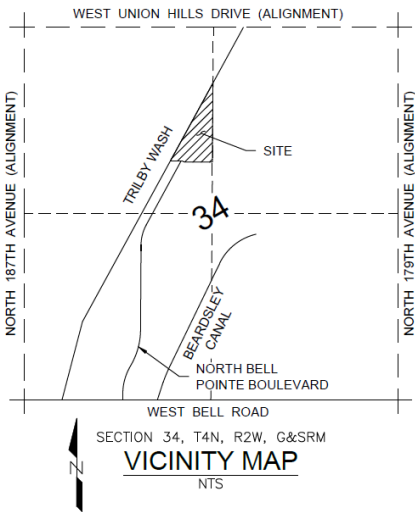
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

Bell Pointe 2 North



INFRASTRUCTURE TO BE ACCEPTED:

-  SEWER
-  STORM DRAIN
-  ROADWAY

EXHIBIT B

List and Cost of Improvements



EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 10/3/2022
Re: Bell Pointe North

The public improvements for the above project have been completed and are tentatively scheduled for the October 17th, 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	\$174,016.46
City Concrete	\$202,274.70
City Sewer	\$148,094.48
City Drainage	\$278,536.93
Total	\$802,922.57



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 20, 2022 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of the Second Amendment to the Rancho Mercado Supplemental Development Agreement between the City of Surprise and William Lyon Homes, Inc.; Resolution #2022-118.

Motion:

I move to approve Resolution #2022-118.

Background:

The City and William Lyon Homes, Inc. desire to amend the Rancho Mercado Supplemental Development Agreement by entering into a Second Amendment. The purpose of the Second Amendment is to further refine the Development Agreement to eliminate the obligation of William Lyon Homes, Inc. to donate and the City's obligation to accept an approximately thirteen (13) acre park site (Parcel A9), as the City has decided that the proposed Park Site is not suitable for a City-owned park and therefore no longer desires to have Parcel A9 conveyed to the City.

Objective Analysis:

The subject parcel, Parcel A9, is primarily a drainage retention area for the Rancho Mercado Development. As such, there would be times during and after rain events, the site would not be able to be used and programmed for Park and Recreation activities. The location, topography, and size are also contributing factors. Due to these reasons, the City does not see Parcel A9 as a viable Park Site.

Policy Compliant:

This item is a policy complaint.

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. Resolution# 2022-118
 2. Second Amendment to Rancho Mercado Supplemental Development Agreement
 3. Second Amendment to Rancho Mercado Supplemental Development Agreement Presentation
-

RESOLUTION # 2022-118

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE SECOND AMENDMENT TO THE RANCHO MERCADO SUPPLEMENTAL DEVELOPMENT AGREEMENT (Regional Improvements Overlay Agreement) WITH WILLIAM LYON HOMES, INC.

WHEREAS, the City and William Lyon Homes, Inc., a California corporation (“**WLH**”), entered into the Rancho Mercado Supplemental Development Agreement, recorded in the Official Records of Maricopa County, Arizona, on July 19, 2017, as Document No. 2017-0526362 (“**2017 Supp DA**”); and

WHEREAS, the purpose of the 2017 Supp DA was to supersede certain provisions in the Rancho Mercado Pre-Annexation Development Agreement, recorded in the Official Records of Maricopa County, Arizona, on July 12, 2007, as Document No. 2007-0794202 (“**2007 DA**”), that required WLH to design and construct various regional infrastructure improvements (roads, water, and sewer) to facilitate the development of the Rancho Mercado project, as well as the reimbursement mechanisms for those improvements; and

WHEREAS, the City and WLH entered into the First Amendment to the 2017 Supp DA on September 16, 2020, to make several changes to the 2017 Supp DA that include, but are not limited to: (1) removing the interest factor for purposes of calculating the Regional Improvement Buy-In Fees; (2) removing WLH’s obligation to design and construct the intersection improvements at 163rd Avenue and Happy Valley Road; and (3) refining and updating certain Exhibits to the Supp DA, which First Amendment was recorded on September 17, 2020, in the Official Records of Maricopa County, Arizona, as Document No. 2020-0875257 (“**First Amendment**”); and

WHEREAS, the City and WLH desire to further amend the 2017 Supp DA to add new Paragraph 33 to remove the requirement that WLH donate an approximately thirteen (13) acre park site (defined as the “Park Site” and identified as Parcel A9 in the Rancho Mercado PAD), as had been required by Section 9.1 of the 2007 DA, because the City has determined that Parcel A9 is not suitable for a public park and the City otherwise does not need Parcel A9 for any other public purpose; and

WHEREAS, the City and WLH desire to enter into the Second Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement) attached hereto as **Exhibit “A”**.

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

Section 1. The City of Surprise Mayor and City Council approve the Second Amendment to the Rancho Mercado Supplemental Development Agreement (Regional Improvements Overlay Agreement) attached as **Exhibit “A”**.

Section 2. The Mayor is hereby authorized to execute the Second Amendment on behalf of the City of Surprise, and the Mayor, City Manager, and City Attorney are hereby authorized to take all other actions necessary to implement the Second Amendment.

Section 3. The Second Amendment shall become effective at the time and in the manner provided by law.

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"

**Second Amendment to the Rancho Mercado Supplemental
Development Agreement (Regional Improvements Overlay Agreement)**

After recording, return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470

With a copy to:
Jeffrey M. Blilie
Beus Gilbert McGroder PLLC
701 N. 44th Street
Phoenix, AZ 85008

**SECOND AMENDMENT TO THE RANCHO MERCADO SUPPLEMENTAL
DEVELOPMENT AGREEMENT
(Regional Improvements Overlay Agreement)**

THIS SECOND AMENDMENT TO THE RANCHO MERCADO SUPPLEMENTAL DEVELOPMENT AGREEMENT (“**Second Amendment**”) is entered into by and between the City of Surprise, an Arizona municipal corporation (“**City**”) and William Lyon Homes, Inc., a California corporation (“**WLH**”), as of the date the last party signs and dates this Second Amendment.

RECITALS:

A. WLH and City are both parties to the Rancho Mercado Pre-Annexation Development Agreement, recorded in the Maricopa County Recorder’s Office on July 12, 2007, as No. 2007-0794202 (“**Development Agreement**”).

B. The Development Agreement addresses, among other things, the design and construction of various regional improvements necessary to facilitate the development of the Rancho Mercado project, as well as the reimbursement mechanisms for these regional improvements.

C. WLH and City are both parties to the Rancho Mercado Supplemental Development Agreement, recorded in the Maricopa County Recorder’s Office on July 19, 2017, as No. 2017-0526362, as amended by the First Amendment to the Rancho Mercado Supplemental Development Agreement, recorded in the Maricopa County Recorder’s Office on September 17, 2020, as No. 2020-0875257 (collectively the “**Overlay Agreement**”).

D. The Overlay Agreement supplements the Development Agreement and supersedes certain provisions within the Development Agreement dealing with the Regional Improvements (defined in Overlay Agreement).

E. The purpose of this Second Amendment is to further refine the Development

Agreement as described herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Second Amendment, the City and WLH state, confirm and agree as follows:

1. The following Paragraph 33 shall be added to the Overlay Agreement.

33. City Park. Pursuant to Section 9.1 of the Development Agreement, WLH is obligated to donate to the City an approximately thirteen (13) acre park site (defined as the "Park Site") (identified as Parcel A9). City has decided that it no longer desires a Park Site within the Property and does not want Parcel A9 conveyed to the City. WLH agrees to retain ownership of Parcel A9, subject to the following conditions.

1. Notwithstanding the Rancho Mercado PAD identifying Parcel A9 as "Recreational Open Space," WLH shall have no obligation to make any improvements to Parcel A9.
2. WLH may convey Parcel A9 to the Rancho Mercado Homeowners Association, and/or use Parcel A9 for retention.
3. WLH or the Rancho Mercado Home Owners Association shall ensure that Parcel A9 stays in compliance with the City's property maintenance code.
4. WLH shall have no obligation to dedicate to the City an alternate Park Site within the Property or to provide additional Recreational Open Space within the Property.

Section 9.1 of the Development Agreement is no longer of any force or effect.

2. Except as otherwise amended hereby, all terms and provisions of the Overlay Agreement and the Development Agreement shall remain in full force and effect. In the event of any conflict between this Second Amendment, the Overlay Agreement, the First Amendment to the Overlay Agreement and the Development Agreement, the provisions of this Second Amendment shall control. City acknowledges and agrees that WLH and its successors and permitted assignees shall have a right to rely, and will be relying, on the terms, provisions and conditions of this Second Amendment.

[signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date(s) written below.

CITY:
CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2022, before me personally appeared Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public

WLH:

WILLIAM LYON HOMES, INC., a California corporation

By: 

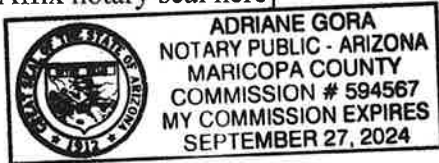
Name: Robert Johnson

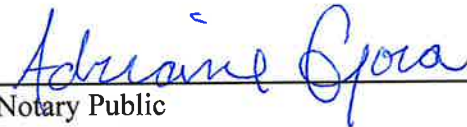
Title: VP, Land Development

STATE OF ARIZONA
County of Maricopa

On this 5th day of December, 2022, before me personally appeared Robert Johnson, Vice President of William Lyon Homes, Inc., a California corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]



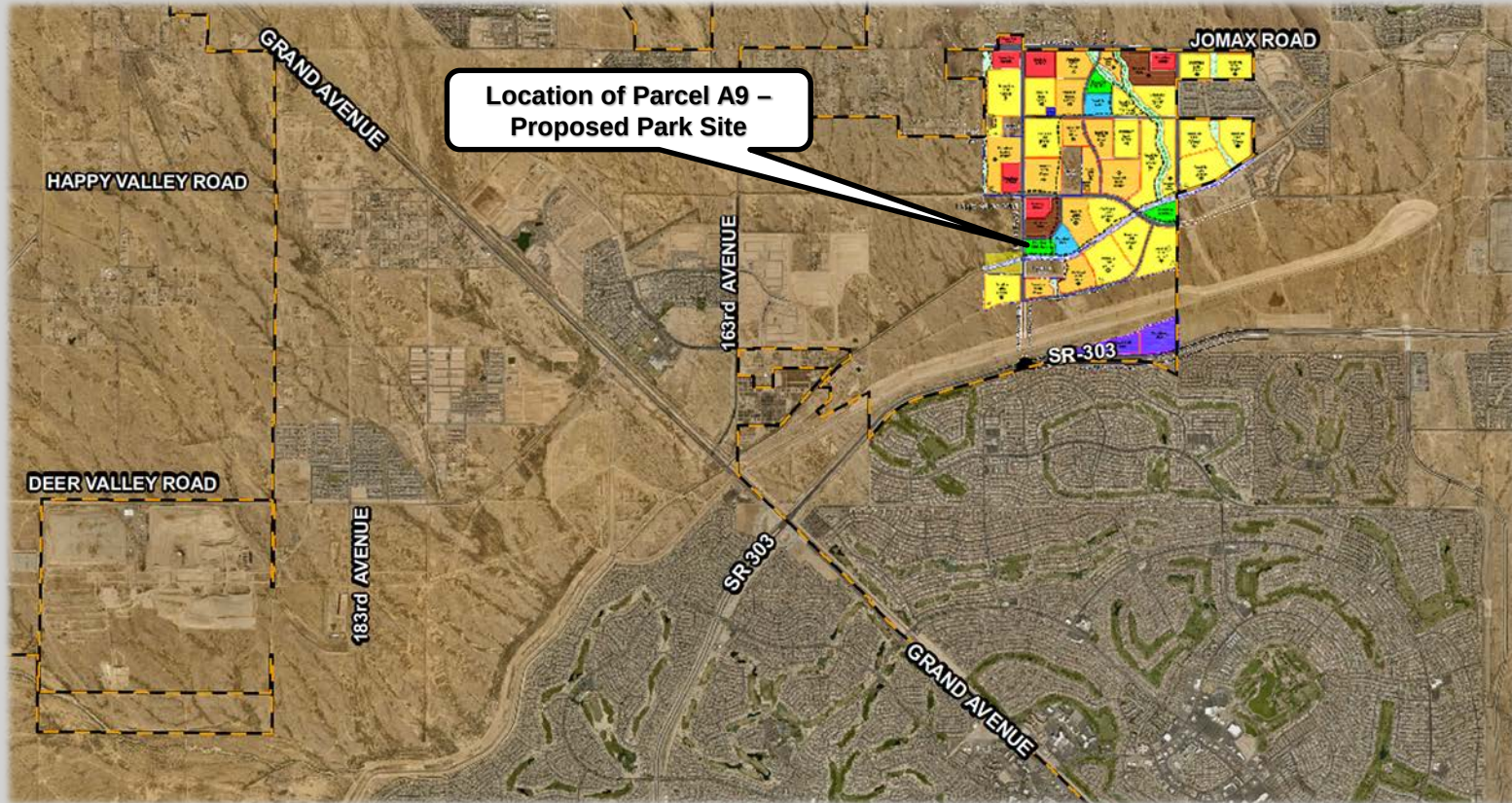

Notary Public



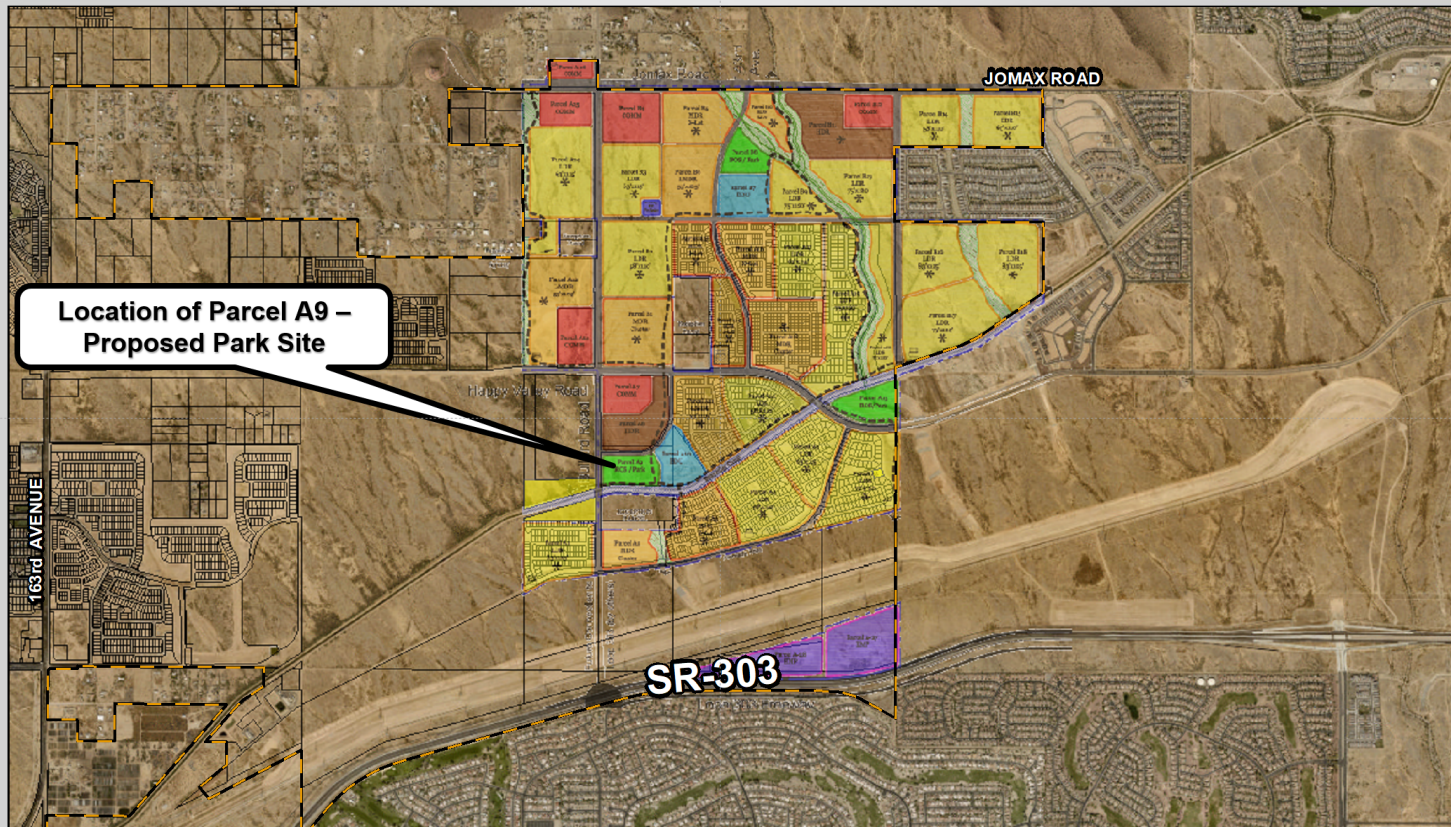
Second Amendment to Rancho Mercado Supplemental Development Agreement

City Council – December 20, 2022

VICINITY MAP



LOCATION MAP







QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 20, 2022

Contact Person: Kendra Pettis, DIR -
SPORTS/TOURISM

Submitting Department: Sports and Tourism

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the approval of a Facility Use Agreement for a Signature Music Festival at Mark Coronado Park March 25-26, 2023; Resolution #2022-76.

Motion:

I move to approve Resolution #2022-76.

Background:

In 2018, the City Council approved the Tourism Strategic Plan with a focus area of utilizing the Tourism Fund to partner with an event management contractor to host a signature event that attracts visitors from outside the City limits and supports the economic vitality of the community.

In early 2020, the Tourism Fund Subcommittee and City Council approved Tourism Funding to partner with a third-party organization to host a signature event at Mark Coronado Park in April 2020.

Unfortunately, the event was cancelled multiple times due to COVID-19. The Sports and Tourism department has been working with Steve LeVine Entertainment (SLE) to create and host a signature Music Festival March 25-26, 2023. The event will include live music featuring national headliners, food trucks, entertainment and a carnival.

Steve LeVine Entertainment specializes in event planning, coordination, production, talent booking and marketing. As a leader in the Arizona event industry for over 15 years, SLE has experience with a variety of large-scale events including the Ostrich Festival and Scottsdale Fashion Week.

Objective Analysis:

This agreement would utilize the previously approved Tourism Funding of \$500,000 (Resolution #2021-176) to partner with SLE to host the signature Music Festival and allow for the City of Surprise to attract visitors and create a positive economic impact for the community.

Policy Compliant:

This item is compliant with City policy.

Financial Impact:

Approval of the Facility Use Agreement will permit the City to expend up to \$500,000 from the Tourism Fund to host a signature event.

Budget Impact:

Budget authority of \$500,000 in the Tourism Fund to host a signature event was adopted via Resolution 2022-56 on June 7, 2022. This action does not include a budget impact.

FTE Impact:

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

ATTACHMENTS:

1. COS FUA_SLE_Spring 2023Signed
 2. Resolution 2022-76_Music Festival FUA__SLE
-



THE CITY OF SURPRISE, ARIZONA
16000 North Civic Center Plaza, Surprise, AZ 85374

FACILITY USE LICENSE AND EVENT AGREEMENT

This Facility Use License and Event Agreement ("Agreement") is entered by and between the City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and Steve LeVine Entertainment, LLC, ("Event Producer"), collectively referred to as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, in April 2018, the Mayor and Council of the City of Surprise adopted revisions to the City's Tourism Five Year Strategic Plan, in an effort to attract new visitors to the City by offering new and enhanced event and entertainment opportunities ("Strategic Plan");

WHEREAS, in September 2019, the City began searching for an event production company that could develop, organize, produce, and manage a signature event that would benefit residents, attract visitors, create a positive economic impact through tourism-generated revenues, and enhance tourism promotion through local, regional and national media. The City sought an event company to stage single or multi-day events to include a variety of entertainment opportunities, with at least one nationally-recognized headlining act, while expanding the City's presence on a national scale;

WHEREAS, due to the pandemic, the Event was delayed and in 2022, Event Producer submitted a proposal to bring a Music and Food Festival signature event ("Event") to the City;

WHEREAS, the Parties anticipate that the total Event costs will be approximately one million dollars (\$1,000,000.00);

WHEREAS, pursuant to Resolution #2021-176, the City Council approved the use of the City's Tourism Fund in order to host, sponsor, and reimburse Event Producer for a portion of eligible reimbursement expenses for the Event; and

WHEREAS, pursuant to the Parties' estimations, projections, and negotiations, the Parties agree to apportion both expenses and net revenues as set forth herein below, such that the City anticipates that its receipt of a portion of the net revenue will at least partially offset the City's incurred expenses.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the City and Event Producer agree as follows:

1. EVENT PRODUCER DUTIES – FOOD, ENTERTAINMENT, AND TICKETS

1.1. The following minimum requirements for the Event have been agreed to by the Parties:

- 1.1.1. Event Producer shall produce and hold the Event which shall be held over at least a two (2) day weekend (Saturday and Sunday), and is currently scheduled for March 25 – 26, 2023 with the potential of a soft opening the evening of Friday, March 24, 2023, to be held at the City's Mark Coronado Park (the Licensed Area, defined in Section 3.2, and depicted in Exhibit A; and see Exhibit B, Special Terms and Conditions);
- 1.1.2. Event Producer shall produce, book, and present musical entertainment acts during the Event hours, including a minimum of six (6) musical acts, and at least one of the six musical acts must be a national-level entertainment act to be scheduled as the headliner on Saturday night;
- 1.1.3. Event Producer shall produce, book, present and otherwise ensure that food, drink, and alcohol vendors are available throughout the entirety of the Event to accommodate the projected attendance;
- 1.1.4. Event Producer shall provide a minimum of one (1) VIP area(s), which may include an option for food and beverage packages;
- 1.1.5. Event Producer may produce, book, and present a carnival, including rides and games;
- 1.1.6. Event Producer shall provide advanced and day-of online ticket purchasing options for Attendees (Attendees defined in Section 2.10); and
- 1.1.7. Event Producer shall provide day-of/at the gate ticket purchasing options for Attendees.

2. EVENT PRODUCER'S DUTIES – ADMINISTRATIVE AND FINANCIAL OBLIGATIONS, STAFFING, SAFETY PLANS AND PROTOCOLS

- 2.1. As set forth herein below, the City's financial contributions to Event Producer shall be on a reimbursement basis only. Event Producer shall provide One Hundred Percent (100%) of all up-front Event costs/fees. These up-front Event costs/fees include, but are not limited to, costs for City permits, insurance, marketing, miscellaneous event fees, down payments or other up-front costs to book and secure all contractors, subcontractors, vendors and/or musical acts/entertainers, the costs/fees associated with City Police and/or Fire Department safety plan review, and the costs/fees associated with mobilization (set up) and demobilization (take down) of all stages, booths, carnival rides, etc.
- 2.2. Event Producer shall provide and/or subcontract all Event production and management, including, but not limited to, all of the following:
 - 2.2.1. Any Event planning functions, including, without limitation, booking or retaining all Event components, such as entertainment acts, carnival, food, beverage, merchandise, and sponsorship vendors, and medical and sanitation personnel;
 - 2.2.2. On-site medical personnel capable of handling the predicted number of Event attendees and/or as required by the City of Surprise Fire-Medical Department;
 - 2.2.3. Obtaining and maintaining all required permits and licenses prior to the Event, including, without limitation, applicable liquor licenses, food handlers' licenses, a temporary use permit, a special event permit, traffic control permits, and/or Surprise Police Department off-duty letters of agreement;
 - All individuals serving alcoholic beverages shall be *Training for Intervention ProcedureS* (TIPS) trained or an equivalent training thereof and, upon request, shall provide evidence of such training for all such persons serving alcoholic beverages under this Agreement;
 - 2.2.4. Obtaining and maintaining all agreed to insurance requirements as required by the City;

- 2.2.5. A marketing plan to include a detailed timeline of the following, if applicable: television spots, radio advertisements, social media posts, a dedicated Event website, e-blasts, newsletters, and press releases. The City of Surprise logo and/or the naming of the City of Surprise shall be provided on or in all of the foregoing materials and on other printed marketing materials, VIP credentials and lanyards, stage side scrims and backdrops, VIP entry signage, digital advertisements, and the Event presenting naming rights and check presentation.
- 2.2.6. A ticket sales plan to include a detailed timeline with on-sale dates, pre-sale ticket pricing and packages, and day-of/gate ticket pricing and packages. Event Producer owns and controls all ticketing rights to the Event. All preprinted ticket stock shall include the City of Surprise logo and ticket back language including a waiver and release against the City of Surprise, subject to City preapproval. For tickets sold online, Event Producer shall also include an acknowledgment that ticket purchasers agree to in order to purchase the ticket(s) that includes the waiver and release against the City of Surprise (language subject to City preapproval).
- **DISCLAIMER THAT LIMITS OUR LIABILITY.** The Holder of this ticket (on behalf of the Holder and on behalf of any minor accompanying the Holder to the ticketed event; collectively, the "Holder") voluntarily assumes all risks and danger incidental to any event for which this ticket is issued and waives all claims against the Steve LeVine Entertainment, LLC ("Event Producer"), sponsor, producer, the City of Surprise (and its council members, boards, commissions, departments, agencies, officers, officials, agents, employees, volunteers, and subcontractors), issuer, partner, affiliate, or subsidiary. Admission is subject to compliance with all laws and facility rules and the ticket holder consents to reasonable examinations and searches to ensure compliance. Failure to comply with the law, facility rules, event policies or direction given by event staff may result in refusal of admission or expulsion. Any recording of the event, its entertainment, layout, sponsors, vendors or attendees is prohibited. The Holder hereby consents to the use of photographs, video, films, and other recordings of the Holder for any purposes deemed fit by Event Producer and/or the City of Surprise.
- 2.2.7. Event budget development and tracking to include expenditure and revenue projections and actuals;
- 2.2.8. Subject to City approval, safety, security, and emergency plan(s), including, without limitation:
- Site (Licensed Area) layout;
 - Traffic and parking plan; and
 - Emergency plan(s), in coordination with the City:
 - Police, Fire-Medical, and other medical staffing to accommodate the projected number of Attendees;
 - Engagement in a Unified Command Structure, which is defined as a structure that brings together the Incident Commanders of the major organizations involved in an incident in order to coordinate an effective response, while at the same time allowing each to carry out their own jurisdictional, legal, and functional responsibilities;
 - Communications Plan which facilitates real-time information exchange and Event situation awareness between City and Event Producer staff. Event Producer shall include a City staff member of the City's selection

to be part of Event Producer's Emergency Operations Center or similar emergency planning system related to the Event. Similarly, the City shall include an Event Producer staff member, sufficient and appropriate to address emergency-related concerns and capable of binding Event Producer to such emergency planning and other issues, to be part of the City's Emergency Operations Center or similar emergency planning system related to the Event;

- Pre-Event walkthrough, including an assessment with the City through all sites within and around the Licensed Area or otherwise affected by this Agreement or the Event, and discussion and review related to safety, security, ingress, egress, and emergency contingency plans;

2.2.9. All day-of-Event operations and Event staffing, including, without limitation, stage management, security, vendors, ticketing, parking, medical personnel, sanitation crews, and individuals for setup and teardown of the Event. All such operations and staffing shall be sufficient for the anticipated number of Attendees.

23. Event Producer and City shall mutually agree to the following:

2.3.1. All entertainment acts and schedule(s), including food, drink, and alcohol vendors, and all events, including any carnival rides and games, if applicable;

2.3.2. Event budget;

2.3.3. Site (Licensed Area) layout, including all food, beverage, merchandise, and sponsorship vendors;

2.3.4. Marketing plan;

2.3.5. Ticketing plan;

2.3.6. Safety, security, and emergency plan(s); and

2.3.7. Selected charity donations that will benefit from the Event.

24. Event Producer shall provide the City with the following at or for the Event:

2.4.1. One ten foot by ten foot (10' x 10') booth for the City's use;

2.4.2. Mutually agreed upon signage at the Event, including stage signage; and

2.4.3. Thirty (30) complimentary tickets to the Event.

25. Event Producer hereby permits the City to display, transmit, and/or otherwise use its name(s), trade name(s), logos, likenesses, and other submitted materials and/or other intellectual property for promotional purposes related to the Event and/or this Agreement. Event Producer shall obtain all necessary authorization for the City's display, transmission, filming and photographing of, and/or other use of all third party names, trade names, logos, likenesses, and other submitted materials and/or other intellectual property for promotional purposes related to the Event and/or this Agreement, including, without limitation, the ability for the City name and use the logos of applicable performers/talent to be performing and vendors to be vending at the Event.

26. Event Producer shall obtain all necessary authorizations, assignments, and/or licenses related to the lawful performance, display, and/or transmission of any copyrighted works at the Event, and any reproduction or derivative work thereof, as required for the use, reproduction, transmission, or otherwise, of the likeness of any entertainer, or as otherwise required for the Event or the promotion thereof. Event Producer hereby warrants and represents that it is responsible for securing all rights and licenses necessary for the Event performances,

including, without limitation, the provision or securing of any performances, musical or otherwise, to occur at the Event, and/or otherwise for the Event or promotion, advertisement, or announcement thereof. Such rights, licenses, and other authorizations shall include, without limitation, any copyrights, trademarks, or any other intellectual property rights for such Event performances, promotions, advertisements, or the like. Event Producer hereby grants to the City (and any of the City's subcontractors), and represents that it is responsible for securing from all applicable third parties (including, without limitation, via the entertainers' agreements with Event Producer), all such necessary rights, licenses, and other authorizations required hereunder for the lawful and authorized performances at the Event, any transmissions, reproductions, and/or derivative works thereof, or any other intellectual property rights that may be necessary under this Agreement, for any approved use that the City (or the City's subcontractor(s)) may need. All marketing materials, including photos, biographies, likeness, logos, and artwork of any entertainer, must be pre-approved by Event Producer and the respective entertainer and/or their management prior to any use. No advertising, marketing, announcements, or promotional items may be distributed in any form without express written permission from Event Producer.

- 2.7. Event Producer shall provide mutually agreed-upon reports to the City, including, without limitation: regular ticket sales and sponsorship and vendor reports; event budget reports, reconciliation reports for ticket sales, sponsorship sales, vendor sales, food and beverage sales, merchandise sales, and any other Event revenue sales; and a final detailed budget report with back-up receipts and invoices.
- 2.8. At any time after receipt of an invoice and a receipt showing proof of payment, Event Producer may submit a request for reimbursement to the City for any pre-approved eligible Tourism Fund Reimbursable Expenses, as defined in Section 4.1.3. Each such request shall include the invoice and the receipt issued to Event Producer. The price paid by Event Producer shall be shown on documents being submitted to the City seeking reimbursement pursuant to the terms of this Agreement.
- 2.9. Event Producer shall provide the City with the first right of refusal to host the Event in future years for ninety (90) calendar days following the issued Final Report (as defined below) for the current year, before offering it to any third party.
- 2.10. Event Producer shall be responsible and liable for all acts and omissions of its agents, customers, vendors, entertainers, performers, officials, guests, employees, volunteers, attendees, subcontractors, and any other person or entity attending or participating in the Event ("Attendee(s)"). Event Producer shall be solely liable for any injury (including death) to or caused by any Attendee or any property damage resulting under this Agreement. Under no circumstances shall Event Producer be considered or determined an agent, employee, or vendor of the City. Notwithstanding the foregoing, as set forth in Section 6.3.3., the City shall be responsible for its sole negligence or willful misconduct committed under this Agreement, including the City's sole negligence or willful misconduct relating to the City's ownership and maintenance of the City's real property.
- 2.11. Event Producer shall be responsible for cleaning and maintaining the Licensed Area in a reasonable and safe manner and shall return the Licensed Area in a condition as good as it was at the Effective Date, reasonable wear and tear excepted. Event Producer and its Attendees shall be responsible for their respective trade fixtures, moveable furniture not permanently affixed to the property, and personal property. The City will not be responsible for any theft or damage to the foregoing.
- 2.12. Event Producer shall submit a completed Final Reconciliation Report ("Final Report") within ninety (90) calendar days following the Event. If any information required to complete the Final Report is unavailable within 90 days following the Event, Event Producer may submit the Final

Report with references to those unavailable items and submit an amended or supplemental Final Report within a reasonable time following the receipt of the unavailable information.

3. THE CITY'S DUTIES

- 3.1. The City's obligations and duties are expressly set forth in this Agreement. Any duty or obligation not expressly set forth in this Agreement shall be the responsibility of Event Producer.
- 3.2. The City shall provide a nonexclusive, revocable, terminable, at-will license to Event Producer to use Mark Coronado Park for the Event, as set forth in Exhibit A which is incorporated by reference (the "Licensed Area"). The City expressly disclaims all warranties associated with the Licensed Area, including, without limitation, the warranties of merchantability, fitness for a particular condition, or absence of hazardous conditions associated with the Licensed Area. Event Producer is responsible for the study and inspection of the Licensed Area and for determining the fitness for use intended by Event Producer and accepts the Licensed Area in an AS-IS condition as long as the AS-IS condition shall be deemed safe and useable by Event Producer.
- 3.3. The City shall review, verify, and as appropriate, approve Event Producer's Final Report, including all submitted Final Report documents, within sixty (60) calendar days following Event Producer submission of the completed Final Report or any amended or supplemental Final Report per Section 2.12 above. After accounting for its share of the net revenues (see "Revenue Splits" below), and subtracting that amount from the total amount of approved and eligible reimbursable expenses, the City will issue any remaining payment to Event Producer, up to a maximum of \$500,000.00 for all approved reimbursements. In no event shall said reimbursements exceed the total amount of \$500,000.00 or fifty percent (50%) of the total pre-approved Event Expenses (as defined in Section 4.3.1), up to \$1,000,000.00, whichever is less. Said payment shall be issued within thirty (30) business days following the City's completion of its final review, verification, and approval of the Final Report or any amendment or supplement thereto. All invoices submitted by Event Producer to the City shall include a copy of the original invoice from the respective vendor, entertainer, agent, or other subcontractor of Event Producer.
- 3.4. The City and Event Producer shall mutually agree to the following:
 - 3.4.1. All entertainment acts and schedule(s), including food, drink, and alcohol vendors, and all events, including any carnival rides and games, if applicable;
 - 3.4.2. Event budget;
 - 3.4.3. Site (Licensed Area) layout, including all food, beverage, merchandise, and sponsorship vendors;
 - 3.4.4. Event operational plans, including all medical, sanitation, mobilization (setup), and demobilization (teardown);
 - 3.4.5. Permitting requirements, including all temporary use or special event permits and Surprise Police Department off-duty letters of agreement or the like;
 - 3.4.6. Marketing plan;
 - 3.4.7. Ticketing plan;
 - 3.4.8. Safety, security, and emergency plan(s); and
 - 3.4.9. Selected charity donations that will benefit from the Event.
- 3.5. The City shall continue to use its best efforts to avoid any conflict and demand for the Licensed Area between the Event, and the Kansas City Royals ("Royals"), the Texas Rangers

("Rangers"), Major League Baseball ("MLB"), or any affiliated entities of the foregoing. Such best efforts will be at the discretion of the City but may include efforts such as requesting blackout dates from MLB, the Rangers, and Royals, and consideration of alternate parking locations for Attendees of the Event and/or MLB, the Rangers, and Royals. Despite the City's best efforts, the demand and/or final scheduling for any use of the Licensed Area is beyond the City's control. In the event MLB, the Rangers, the Royals, or any affiliated entities of the foregoing require use of the Licensed Area and such a conflict cannot be avoided, the City reserves the right to reschedule the Event to a mutually agreed-upon date in the future.

36. The City shall provide the following event advertising deliverables if marketing materials are submitted by Event Producer by the required deadlines:

- 3.7.1. Event Advertising on City websites
- 3.7.2. Event Advertising on City socials
- 3.7.3. Event Advertising on City Surprise TV
- 3.7.4. Event Advertising on City Surprise calendars
- 3.7.5. Event Advertising on City MySurprise phone app
- 3.7.6. Event Advertising on Surprise Stadium websites
- 3.7.7. Event Advertising on Surprise Stadium socials
- 3.7.8. Event Advertising within Surprise Stadium (Banner, Digital, Print)
- 3.7.9. Event Advertising the Surprise Stadium Spring Training Programs
- 3.7.10. Event Advertising to fans of Surprise Stadium via email distribution lists
- 3.7.11. Event Advertising to all City employees via the intranet
- 3.7.12. Event Advertising in select City buildings and facilities
- 3.7.13. Pre Event Notices on City variable message boards around the stadium
- 3.7.14. Event advertising in the Surprise Progress magazine
- 3.7.15. Event advertising in the Surprise Recreation Times
- 3.7.16. Event advertising on ExploreSurprise.com (City's tourism website)
- 3.7.17. Event advertising on City's Tourism socials
- 3.7.18. Event advertising on City utility bills

4. REIMBURSEMENT ELIGIBILITY, FINAL RECONCILIATION, AND REVENUE-SHARING

- 4.1. To be eligible for consideration of reimbursement:
- 4.1.1. Not less than 60 days prior to the Event, Event Producer shall submit an estimated and itemized expense and revenue budget (including total operating and marketing expenses as well as breakdown of the City and Event Producer investments and how said investments will be accounted for in the budget). Said budget shall include an estimate for contingency costs, fees and price fluctuations.
 - 4.1.2. All reimbursement requests shall be verified and approved by the City prior to any reimbursement costs being disbursed. Submissions can be emailed to Kendra.Pettis@surpriseaz.gov and Joe.Bertoletti@surpriseaz.gov.
 - 4.1.3. The final reconciliation shall include a detailed list of items for which Event Producer will seek reimbursement. All items must qualify as an approved use of the City's Tourism

Funds.

- As determined within the City's sole and absolute discretion, the approved use of the City's Tourism Funds include: Marketing of the Event, Event entertainment, or direct operational costs of the Event, in a total amount(s) not to exceed \$500,000.00 ("Tourism Fund Reimbursable Expenses"). Some examples include: entertainment fees; third-party staffing and rentals, including equipment rentals and stage rentals; security staffing; Police and Fire-Medical staffing; and operational staffing (such as ticket takers and parking attendants); Event-specific advertising and marketing costs; and Event-specific permitting fees. In no event shall the City's Tourism Fund Reimbursable Expenses exceed the total amount of \$500,000.00 under this Agreement, or fifty percent (50%) of the pre-approved Event Expenses up to \$1,000,000.00, whichever is less. By way of example only, if the pre-approved Event Expenses are \$800,000.00, the City shall reimburse no more than \$400,000.00.
- As determined within the City's sole and absolute discretion, Tourism Funds cannot be used to reimburse the following: any salary supplements, staffing costs, or personnel payments; any costs associated with the sale/purchase of alcohol; or any operational lodging or meals that take place anywhere outside the City limits of the City of Surprise.

4.2. Final Reconciliation Report ("Final Report").

4.2.1. Event Producer shall submit its completed Final Report within ninety (90) calendar days following the Event. The Final Report shall include a determination of net revenue. If any information required to complete the Final Report is unavailable within 90 calendar days following the Event, Event Producer may submit the Final Report with references to those unavailable items and submit an amended or supplemental Final Report within a reasonable time following the receipt of the unavailable information.

4.2.2. The Final Report shall include all of the following:

- A fully completed Final Report submission form with supporting documents to be emailed to Kendra.Pettis@surpriseaz.gov and Joe.Bertoletti@surpriseaz.gov no later than 5 p.m., ninety (90) days following the completion of the Event, subject to Section 4.2.1 above; and
- Data reports to include, at a minimum, the following:
 - Ticket revenue report;
 - Sponsorship revenue report;
 - Vendor revenue report;
 - Accounts payable report;
 - Accounts receivable report;
 - Vendor invoices; and
 - Analysis and determination of net revenue.

4.3. Revenue Splits.

4.3.1. "Net Revenue" is defined as the Gross Revenue from the Event minus all Event Expenses.

- For purposes of this Section 4.3, "Gross Revenues" shall include all revenues from all sales occurring at, resulting from, or with regard to the Event, including

but not limited to:

- All Event ticket sales (individual, general admission, VIP, and packages, whether in advance, at-the-gate, in-person, virtual, or digital);
 - All sponsorship revenue(s);
 - All vendor fees, sales and revenue(s);
 - All merchandise sales and revenue(s); and
 - Event Producer's portion/cut of all food, beverage, and merchandise sales at the Event.
- For purposes of this Section 4.3, "Event Expenses" are those categories of expenses related directly to the Event that have been pre-approved by the City. An example of the categories of Event Expenses is attached as **Exhibit C** attached hereto. However, those certain costs, fees and expenses incurred by Event Producer that do not directly relate to the Event shall not be included as an Event Expense. For example, Event Producer employee salaries, business costs, permits, taxes, or other fees not directly related to the Event, should not be included as an Event Expense.

4.3.2. The City and Event Producer will split all Net Revenues after approved Event Expenses are determined between the Parties. Event Producer shall notify the City in advance of any anticipated expenditures that may cause the total Event Expenses to exceed \$1,000,000.00. If the Event Expenses are in excess of \$1,000,000.00, Event Producer will be responsible for all expenses over \$1,000,000.00, but shall receive an increased percentage of the Net Revenue split in proportion to the increased expenses. (see examples below). The City's maximum contribution of Tourism Fund Reimbursable Expenses is \$500,000.00, or fifty percent (50%) of the pre-approved Event Expenses up to \$1,000,000.00, whichever is less.

By way of example only:

- If the Event Expenses are \$1,000,000.00, the total expense of \$1,000,000.00 shall be paid first by Event Producer. The City shall then determine the Tourism Fund Reimbursable Expenses up to \$500,000.00. The Parties will share evenly all Net Revenues, fifty percent (50%) to the City and fifty percent (50%) to Event Producer.
- If the Event Expenses are less than \$1,000,000.00, the total expense shall be paid first by Event Producer. The City shall then determine the Tourism Fund Reimbursable Expenses to determine the Net Revenue split between the parties. For example, if the Event Expenses are \$800,000.00 and the total amount of the Tourism Fund Reimbursable Expenses is \$400,000.00, then the Parties will share evenly all Net Revenues, fifty percent (50%) to the City and fifty percent (50%) to Event Producer; provided, however, if the total amount of the Tourism Fund Reimbursable Expenses does not equal fifty percent (50%) of the total Event Expenses incurred by Event Producer, then the Net Revenue split between the parties shall be adjusted accordingly. For example, if the Event Expenses are \$800,000.00 and the City determines the total amount of Tourism Fund Reimbursable Expenses is \$300,000.00, then the City shall receive thirty-seven and one-half percent (37.5%) and Event Producer shall receive sixty-two and one-half percent (62.5%) of the Net Revenues.
- If the Event Expenses exceed \$1,000,000.00, and the City has pre-approved the expenses, the total expense shall be paid first by Event Producer. The City shall

then determine the Tourism Fund Reimbursable Expenses up to \$500,000.00. The Parties' share of Net Revenues will then be split in proportion to the percentage of expenses paid. E.g. If Event Expenses are \$1,500,000.00, the City would receive 33.3333% and Event Producer would receive 66.6666% of the Event Net Revenues.

- 4.3.3. The City shall reimburse any outstanding balance of the Tourism Fund Reimbursable Expenses to Event Producer within thirty (30) calendar days following the final review and approval by the City of the submitted Final Report. Any Net Revenues or overpaid Tourism Fund Reimbursable Expenses owed to the City after final reconciliation and the Net Revenue split is determined (as described in this Section) shall be paid by Event Producer to the City within thirty (30) calendar days following the final review and approval by the City of the submitted Final Report. For example, if the City reimburses \$500,000 prior to the Final Report and the total Event Expenses only end up being \$800,000, Event Producer shall pay City \$100,000 so that the total Tourism Fund Reimbursable Expenses equals 50% of final Event Expenses.

5. TERM, TERMINATION, AMENDMENTS, AND ASSIGNMENTS

- 5.1. Term. This Agreement shall be effective from the date that this Agreement is fully executed by all Parties ("Effective Date") and shall continue in full force and effect until **June 30, 2023**, unless terminated earlier in accordance with the terms of this Agreement. The Parties may agree in writing to mutually extend the term of this Agreement for up to two (2) additional one (1) year terms, with the last possible end date of June 30, 2025.
- 5.2. Amendments. This Agreement may only be amended with the written approval of all Parties, except as expressly described in this Agreement.
- 5.3. Assignment. Event Producer may not assign the Event, or otherwise sublicense this Agreement or any of its interest therein to any other individual or entity, except as approved by the City in writing. Any assignee, sublicensee, and/or subcontractor shall be subject to the terms and conditions of this Agreement.
- 5.4. Termination by the City: For Cause. The City may terminate this Agreement for cause and without further obligation to Event Producer, and shall not be liable for reimbursable costs, expenses, or any damages whatsoever, including, but in no way limited to, for any of the following reasons:
- 5.4.1. Any Default (as defined in Section 5.6) or other breach of the terms of this Agreement by Event Producer that have not been cured within fourteen (14) calendar days of written notice to Event Producer of said breach. If the nature of the alleged breach is such that it cannot be reasonably cured within such 14-day period, then prior to the 14th day, Event Producer shall provide Notice to the City with an explanation of why the material breach cannot be reasonably cured within the 14 days, and Event Producer's plan, if any, to cure said breach. The City shall grant Event Producer a reasonable amount of time within which to cure said breach. Under all circumstances, any Default shall be cured at least forty-eight (48) hours prior to the Event. In the event that Event Producer cancels the Event without Cause, Event Producer shall immediately repay (within thirty (30) calendar days) all Tourism Fund Reimbursable Expenses to the City;
- 5.4.2. Immediately for any breach of the terms of this Agreement by Event Producer where advance notice is not practicable;
- 5.4.3. Immediately due to an emergency event, situation, or other safety issue, including the weather, Force Majeure, or Government Directives, that jeopardize the health and/or safety of the Attendees.
- 5.5. Default by Event Producer. Any of the following shall be deemed instances of "Default" by

Event Producer:

- 5.5.1. Failure by Event Producer of any of the covenants, agreements, conditions, or undertakings herein to be kept, observed, and performed by Event Producer that continues for forty-eight (48) hours after written notice is given by the City of such failure (or such additional time as may be necessary to cure such failure as long as Event Producer commenced the cure within 48 hours after written notice is given by the City and thereafter diligently prosecutes such cure to completion);
- 5.5.2. If Event Producer voluntarily files any petition, or has an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or shall file an answer admitting insolvency or inability to pay its debts; provided, however, that Event Producer shall not remain in Default if it continues to comply with all other terms and conditions of this Agreement;
- 5.5.3. If a trustee or receiver is appointed for Event Producer or for a major portion of its property;
- 5.5.4. If any court takes jurisdiction of a major portion of the property of Event Producer in any involuntary proceeding for dissolution, liquidation, or winding up of Event Producer and such jurisdiction shall not be relinquished or vacated within sixty (60) calendar days; or
- 5.5.5. If Event Producer makes an assignment for the benefit of its creditors.

5.6. Termination by Event Producer.

5.6.1. For any material breach of the terms of this Agreement by the City the City shall have fourteen (14) calendar days from written notice thereof to cure its breach. Upon the failure by the City to cure such breach, Event Producer may terminate this Agreement. ("Cause"). If the nature of the alleged breach is such that it cannot be reasonably cured within such 14-day period, then prior to the 14th day, the City shall provide Notice to Event Producer with an explanation of why the material breach cannot be reasonably cured within the 14 days, and the City's plan, if any, to cure the material breach within 10 additional days. Event Producer shall grant a 10-day extension to the City to cure the material breach. Under all circumstances, any material breach shall be cured at least forty-eight (48) hours prior to the Event, unless the material breach is related to acts following the Event, or can be reasonably cured less than 48 hours prior to the Event, or within a reasonable time following the Event.

5.6.2. In any instance whereby Event Producer cancels the Event without Cause, the City shall not be liable for any reimbursable costs for the Event.

5.7. Government Directives.

Any delay or nonperformance of any provision of or obligation under this Agreement (including without limitation, making available the Licensed Area for use) caused by a federal, state, and/or local directive, order, or similar requirements, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this Agreement, provided that, to the extent practicable, the City has provided Event Producer with at least forty-eight (48) hours' written notice of such delay or nonperformance. Additionally, the City may reschedule Event Producer's scheduled use of the Licensed Area or any portion thereof with at least forty-eight (48) hours' written notice before such scheduled use. Where 48 hours' notice is not practicable, the City shall provide as much notice as is reasonable under the circumstances.

6. LIMITATION OF LIABILITY, INDEMNIFICATION, AND INSURANCE

6.1. Limitation of Liability. With respect to all claims, actions, liabilities, obligations, suits, damages, penalties, costs, expenses, and causes of actions related to, arising out of, or caused by or in connection with this Agreement or the Event, regardless of the form of action, whether in contract or in tort (including negligence, strict liability, or otherwise) and whether foreseen or unforeseen, the City's liability shall not exceed, in the aggregate, the total reimbursable amount to be paid by the City under this Agreement, at an amount not to exceed \$500,000.00. Event Producer shall not seek, and hereby irrevocably waives, all indirect monetary damages, including without limitation, any lost revenue, lost profits, loss of technology, loss of rights or services, loss of data, interruption or loss of use of service, lost opportunity, incidental damages, punitive damages, indirect damages, or special or consequential damages, whether under theory of contract, tort (including without limitation, negligence, strict liability, or otherwise), or in equity, as a consequence of, related to, or arising from this Agreement, the Event, and/or any breach thereof the foregoing. Notwithstanding the foregoing, Event Producer may seek any equitable remedy, including injunction or specific performance, or any direct damages capped at the total reimbursable amount to be paid by the City under this Agreement, not to exceed \$500,000.00. For example, if the City has previously reimbursed Event Producer in the amount of \$250,000.00 for Tourism Fund Reimbursable Expenses, then the most Event Producer could seek in any suit or claim for direct monetary damages is \$250,000.00. This Section does not waive or affect either Party's remedies in cases of fraud or intentional torts.

6.2. Indemnification.

6.2.1. To the fullest extent permitted by law, Event Producer shall indemnify, defend, and hold harmless the City and its departments, agencies, boards, commissions, officers, officials, agents, and employees (collectively the "Indemnified City Parties") for, from, and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified City Parties may become subject, under any theory of liability whatsoever ("Event Claims"), insofar as such Event Claims (or actions with respect thereof) relate to, arise out of, are caused by, or in connection with Event Producer's actions or inactions, negligent or willful acts, all pursuant to this Agreement. Said Event Claims may include, but not be limited to: (a) the negligent or willful acts or omissions of Event Producer and/or its Attendees in the work, performance, and/or exercise of this Agreement; (b) any use, nonuse, or condition of the Licensed Area or any other City property associated with the Event or this Agreement; (c) any accident, injury to, or death of any person, whatsoever (including, without limitation, workmen and Attendees), or any loss of or damage to property occurring on or about the Licensed Area or any other City property related to, arising out of, or caused by or in connection with the Event, this Agreement, and/or Event Producer's or Attendees' use of the Licensed Area or any City property; (d) any failure by Event Producer to perform or comply with any of the terms or conditions of this Agreement; (e) the performance of any labor or services or the furnishing of any materials or other property with respect to the Licensed Area or any other City property associated with the Event or this Agreement; (f) any failure by Event Producer to comply with any of the matters set forth herein; (g) the acts or omissions of any of the Indemnified City Parties acting pursuant to or in furtherance of this Agreement; (h) the acts or omissions of Attendees, including without limitation, any injury or damage caused, directly or indirectly, in whole or in part, by Attendees, including without limitation, its guests and invited persons or entities; (i)

any food and/or beverages (including alcoholic beverages) prepared, transported, stored, handled, served, distributed, and/or sold by Event Producer or any of its subcontractors, including without limitation, any foodborne illnesses, any injury (including death) or damages caused by the excessive and/or negligent serving of alcohol, and/or failure to comply with the applicable laws, rules, and regulations related to the preparation, transportation, storage, handling, serving, distribution, and/or selling of any food and/or beverages (including alcoholic beverages); (j) any exposure to or contraction of COVID-19 and any strains, variants, or mutations thereof, the coronavirus that caused COVID-19, and/or any other communicable and/or infectious diseases, viruses, bacteria, or illnesses or the causes thereof, related to, arising from, caused by, or in connection with Event Producer's and/or Attendees' use of the Licensed Area or any other City property associated with the Event or this Agreement; and/or (k) any copyright, trademark, trade dress, trade secret, or other intellectual property misuse, misappropriation, and/or infringement arising under this Agreement, including, without limitation, the failure by Event Producer to secure the applicable copyright assignments or licenses necessary for the lawful performance and/or transmission of musical talent at the Event. Additionally, Event Producer shall indemnify, defend, and hold the Indemnified City Parties harmless for any use of any City property by Event Producer and/or Attendees, including, but not limited to, any use of City property outside of the Licensed Area related to the Event.

6.2.2. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless Event Producer and its members, officers, agents, representatives, and employees, (collectively the "Indemnified Event Producer Parties") for, from, and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Event Producer Parties may become subject, under any theory of liability whatsoever ("City Claims"), insofar as such City Claims (or actions with respect thereof) arise out of or are caused by, the City's sole negligence or willful misconduct in connection with this Agreement or the Event.

6.3. Insurance. Event Producer shall at all times, throughout the term of this Agreement, keep the Licensed Area insured against perils in amounts acceptable to the City and with insurance carriers duly licensed by the State of Arizona with an A.M. Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Event Producer shall ensure that all insurance policies in effect for the Licensed Area name the "City of Surprise" and its officers, officials, employees, agents, contractors, subcontractors, and volunteers as additional insureds, including, but not limited to, Event Producer's activities and liability arising out of the activities performed by or on behalf of Event Producer involving automobiles owned, leased, hired, or borrowed by Event Producer. Event Producer shall provide certificates of insurance evidencing coverage acceptable to the City at least sixty (60) calendar days before the commencement of any work or performance, or exercise of this Agreement. All insurance policies under this Agreement must contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from activities or work performed by or on behalf of Event Producer, and with respect to liability arising out of the activities performed by or on behalf of Event Producer, including, without limitation, activities involving automobiles owned, leased, hired, or borrowed by Event Producer.

6.4. Policy Requirements.

6.4.1. Event Producer's insurance coverage shall be primary insurance and non-contributory

with respect to all other available sources.

- 6.4.2. Coverage provided by Event Producer may not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 6.4.3. The "City of Surprise" shall be listed as the *Certificate Holder* and additional insured on each certificate of insurance for each policy required by this Agreement, as set forth in Section 6.4.
- 6.4.4. All policies required by this Agreement shall contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from any work, performance, or exercise of this Agreement;
- 6.4.5. All certificates of insurance for the policies required by this Agreement shall specifically reference this Agreement in the description, e.g. by contract number or some other means.
- 6.4.6. Event Producer shall provide the City with all endorsements and a declarations page for each policy, and any amendments or riders in order to verify contractual insurance requirements are being satisfied. At a minimum, the City requires the following endorsements to be provided: (a) primary and non-contributory status of such policies; (b) additional insured status of the City of Surprise; and (c) waiver of subrogation for each policy. All certificates of insurance and endorsements required by this Agreement shall be sent directly to the City's Risk Management Division. All certificates of insurance and endorsements must be received and approved by the City's Risk Management Division at least sixty (60) calendar days before the commencement of any work, performance, or exercise of this Agreement. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. Failure to provide all required certificates of insurance and endorsements to the Risk Management Division within the time identified will result in cancellation of Event Producer's scheduled use period.

Certificates of insurance and endorsements shall be sent to the City's Risk Management division at:

Email:

riskmanagement@surpriseaz.gov

and/or

Mailing Address:

City of Surprise Risk Management
16000 North Civic Center Plaza
Surprise, Arizona 85374
Attn: Risk Manager

- 6.4.7. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve Event Producer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Agreement.
- 6.4.8. Each insurance policy required by this Agreement shall be in effect at or before the commencement of any work, performance, or exercise of this Agreement and remain in effect for the entire term of this Agreement. Each insurance policy required by this

Agreement must provide the required coverage and may not be suspended, voided, canceled, modified, or reduced. Event Producer shall provide the City with at least thirty (30) calendar days' advanced written notice if the insurance is to be suspended, voided, cancelled, modified, or reduced. Such notice must be sent directly to the City's Risk Management Division. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

6.5. Minimum Insurance Limits. Event Producer shall provide coverage with limits of liability not less than the following (and, in the instances whereby Event Producer subcontractor(s) are providing a medical service, such subcontractor(s) shall provide the named coverage with limits not less than those named herein). These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Event Producer from liabilities that might arise out of the use of the Licensed Area and under this Agreement by Event Producer or its agents, representatives, employees, contractors, subcontractors, Attendees, or volunteers, and Event Producer is free to purchase additional insurance.

6.5.1. *Commercial General Liability – Occurrence Form.* The policy shall include bodily injury, property damage, personal injury, spectator liability, and broad form contractual liability coverage.

• General Aggregate	\$4,000,000
• Each Occurrence	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000

6.5.2. *Worker's Compensation and Statutory Employers' Liability.* The policy shall include worker's compensation coverage at state statutory minimums.

6.5.3. *Business Automobile Liability.* The policy shall include coverage for bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

• Combined Single Limit (CSL)	\$1,000,000
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6.5.4. *Liquor Liability.* The policy shall include coverage for liquor liability if any alcoholic beverages will be sold by Event Producer or its employees, agents, or subcontractors in the work, performance, or exercise of this Agreement.

• General Aggregate	\$2,000,000
• Each Occurrence	\$2,000,000

6.5.5. If, after review by the City of Surprise Fire and Medical Department ("SFMD") of the Event Producer's Event plan, additional Fire/EMS/Medical services are required by the Event Producer and/or SFMD, Event Producer shall hire a 3rd party provider. Said Medical Provider shall be approved by the City in advance and shall possess and maintain appropriate Medical Malpractice Liability Insurance with sufficient coverage periods and amounts mutually acceptable to the Parties.

6.6. Subcontractor; Sublicensee. Event Producer's certificate(s) must include all subcontractors and/or sublicensees (defined as "Subcontractor" for this Section) as insureds under its policies. Event Producer shall provide to the City all such certificates and endorsements evidencing, to the City's satisfaction, that said Subcontractors and all Event-related activities are included on Event Producer's policy(ies). If Event Producer hires, retains, or otherwise uses a

Subcontractor in any way to carry out Event Producer's duties and obligations, Event Producer shall execute a written agreement with Subcontractor containing the same indemnification clause as set forth in paragraph 6.2.1., requiring Subcontractor to indemnify, defend, and hold harmless the City. The written agreement shall also include the same insurance requirements as the City requires of Event Producer, including all insurance provisions in paragraph 6, including but not limited to paragraphs 6.3, 6.4, and 6.5, including all subparts thereto, except that Subcontractor's requirement for commercial general liability insurance coverage shall be a limit of not less than \$1,000,000 for each occurrence, and \$2,000,000 aggregate. Subcontractor's certificate of insurance shall list the "City of Surprise" as the Certificate Holder and shall name the City of Surprise and its officers, officials, employees, agents, subcontractors, and volunteers as an additional insured (and any other entities that are required to be listed as such), and shall identify in each certificate of insurance's description: (i) this Agreement by contract number or some other means, and (ii) any subcontract between the Subcontractor and Event Producer related to that Subcontractor's work, performance, or exercise of this Agreement.

- 6.7. Changes to Insurance. Any modification or variation from the insurance requirements in this Agreement will be made by the City, whose decision is final. Such action will not require a formal Agreement amendment, but may be made by the City unilaterally at any time upon written notice to Event Producer. The City reserves the right to modify these insurance requirements at any time in writing with approval of the City's Risk Manager.

7. MISCELLANEOUS

- 7.1. Notice. Any notice or other communication required or permitted to be given under this Agreement must be in writing. Except as otherwise expressly permitted in this Agreement, notices will be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or (iv) delivered by facsimile transmission to the number set forth below, by email transmission to the email address set forth below, or at such other address and to the attention of such other person or officer, as a Party may designate in writing by notice duly given pursuant to this Section.

The City:
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attn: Sports and Tourism Dept.
Email: Kendra.Pettis@surpriseaz.gov

with copy to:
Surprise City Attorney's Office
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Facsimile: 623-222-1101

Event Producer:
Steve LeVine Entertainment, LLC
7819 E. Paradise Lane
Scottsdale, AZ 85260
ATTN: Steve LeVine
Email: Steve@slentertainment.com

with copy to:
James L. Pak
James L. Pak, P.L.L.C.
7010 E. Chauncey Lane, Suite 110
Phoenix, AZ 85054
Email: Jim@paklawoffices.com

Notices are deemed received: (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile or email transmission with a delivery or read receipt during the normal business hours of the recipient. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which

a notice is deemed to have been received by a Party will mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 7.2. Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona without giving effect to the principles of conflict of laws. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in a court of competent jurisdiction located in Maricopa County, Arizona.
- 7.3. Compliance with Laws. Event Producer shall comply with and ensure that Attendees comply with all applicable federal, State, County, and City laws, rules, regulations, ordinances, orders, mandates, and directives, including without limitation, all relevant health and safety regulations related to the handling of food and/or alcohol and the rules of City facilities.
- 7.4. Public Records. This Agreement and the City are subject to laws pertaining to open and public records, including without limitation, Arizona public record laws under Arizona Revised Statutes (A.R.S.) Title 39 and the Freedom of Information Act (FOIA). Nothing herein shall prevent the release of the terms and conditions of this Agreement pursuant to a public records request.
- 7.5. Confidentiality. To the fullest extent permitted by law, both Parties shall keep confidential any and all documents, records, or other information resulting from this Agreement or otherwise provided by the other Party, except as described in this Agreement or otherwise expressly approved by the City in writing.
- 7.6. City Marks. Event Producer may not use any name or trade name and/or any logo, trademark, copyright, or other intellectual property owned by the City without the City's prior express written approval. In order to expedite the Parties' efforts to market and advertise for the Event, within a reasonable time to allow the City to review and make a determination, Event Producer shall provide the City with a rendering of Event Producer's intended depiction and proposed use of the City's logo, design, trademark, copyright, etc. Within a reasonable time of receipt of Event Producer's intended depiction and proposed use, the City shall either approve or provide suggestions to Event Producer. Upon ultimate approval by the City, Event Producer may then use that rendering in multiple areas (ads, social, banners, web, etc.) without obtaining the City's approval for each individual location. However, in the event Event Producer makes any changes to the City's approved rendering, Event Producer shall seek approval from the City prior to any use. The City may, at any time, revoke any such approved use or specific instances of use for future use from the time of the Notice.
- 7.7. Waiver. No failure by the Parties to insist upon the strict performance of any term or condition hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, nor the respective rights of the City or Event Producer with respect to any other then existing or subsequent breach.
- 7.8. Relationship. Each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party may not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. This Agreement shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between the City and Event Producer. Event Producer is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Event Producer agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement. Event Producer, its employees, and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Event

Producer, its employees, or subcontractors. Event Producer, and not the City, will determine the time of its performance of the Services so long as Event Producer meets the requirements of this Agreement. Event Producer is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.

- 7.9. Taxes. Event Producer shall be responsible for paying all applicable taxes under this Agreement, including, without limitation, any transaction privilege taxes.
- 7.10. Force Majeure. Except for payment for sums due, neither Party will be liable to the other nor deemed in default or breach under this Agreement if and to the extent that such Party's performance of this Agreement is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes: acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics (including without limitation, the COVID-19 pandemic); epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the Party declaring Force Majeure which such Party is unable to prevent by exercising reasonable diligence. The Force Majeure notifies the other Party of the existence of the Force Majeure and will be deemed to continue as long as the results or effects of the Force Majeure prevent the Party from resuming performance in accordance with this Agreement.
- 7.11. No Creation of Encumbrances. Event Producer shall have no authority to do any act or make any contract that may create or be the basis for any lien, mortgage, or other encumbrance upon any interest of the City in the real property that includes the Licensed Area.
- 7.12. Representation. Event Producer represents that that it is a valid and existing Limited Liability Company (LLC) under the laws of the State of Arizona, and that it has full right and authority to enter into this Agreement.
- 7.13. Compliance with Federal Immigration Laws and Regulations. Event Producer warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Event Producer acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.
- 7.14. Compliance with A.R.S. § 35-393.01. Event Producer hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with A.R.S. § 35-393.01. Event Producer hereby agrees to indemnify and hold harmless the City, its agents, and employees from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees uncured by the City in defending such an action.
- 7.15. Compliance with A.R.S. § 35-394. Event Producer hereby certifies that it shall comply with A.R.S. § 38-394, and shall sign the Certification attached hereto as Exhibit D.
- 7.16. Conflicts of Interest. This Agreement is subject to A.R.S. § 38-511, and may be terminated in accordance therewith.
- 7.17. Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or

otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party is entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

- 7.18. Conflicting Terms. In the event of a conflict between this Agreement and any Exhibits, the terms of this Agreement will govern. No terms or conditions external to this Agreement shall apply to Event Producer's use of the Licensed Area, except as expressly stated in this Agreement.
- 7.19. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.
- 7.20. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding will not affect any other provision of the Agreement which may remain in effect without the invalid provision.
- 7.21. Entire Agreement. This Agreement represents the entire agreement of the Parties. All previous agreements entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the Party drafting the Agreement. The headings in this Agreement are for convenience only, and will not be used to modify, limit, or extend any provision. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in drafting, reviewing, and entering into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date this Agreement is fully executed by all Parties.

CITY

City of Surprise, Arizona

By: _____

Printed Name: Bob Wingenroth

Title: City Manager

Date: _____

By: _____

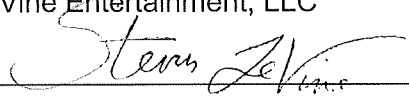
Printed Name: Kendra Pettis

Title: Sports and Tourism Director

Date: _____

EVENT PRODUCER

Steve LeVine Entertainment, LLC

By: 

Printed Name: Steven LeVine

Title: Manager

Date: 11-23-22

APPROVED AS TO FORM:

By: _____
City Attorney's Office

EXHIBIT A – LICENSED AREA

The Licensed Area includes the following areas of the Property:

- Mark Coronado Park and attached Parking Lot as depicted hereinbelow.

The following map is for reference only and shall not be interpreted to show the exact Licensed Area. City reserves the right to add and/or further define such licensed usage area(s).

- By way of example only, the City may also include additional designated off-site parking sites as determined in Event Producer's Traffic Plan, which shall be included as part of the required Emergency Plan. The City must approve all other parking sites, including but not limited to, all parking to be located on City property, including such possible locations as the City Aquatic Center Parking Lot, the City Community Park Parking Lots, the City Hall Parking Garage, etc. Any Event parking to be located on property not owned by the City is subject to separate agreement between Event Producer and the owner(s) of the property.

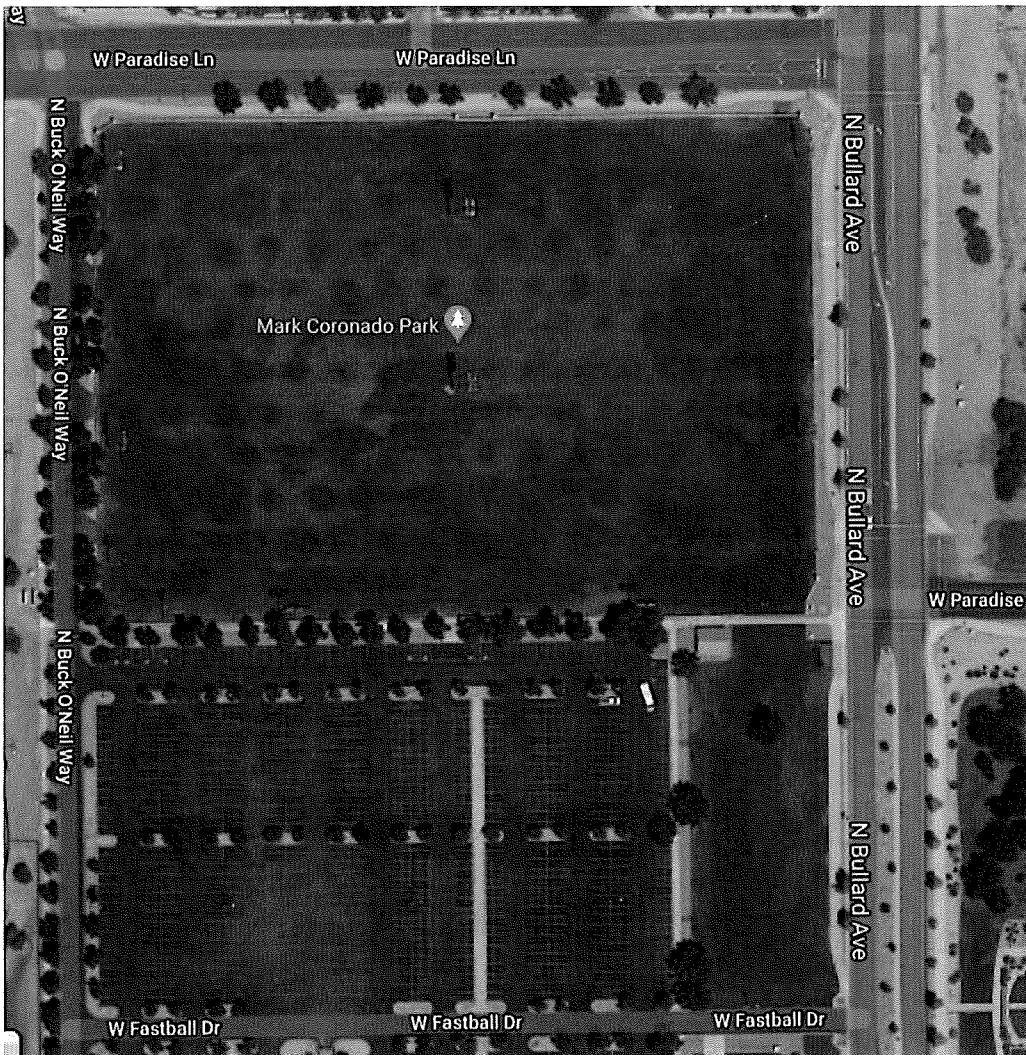


EXHIBIT B – Special Terms and Conditions

Schedule: Licensee's scheduled use (dates/times) of the Licensed Area is as follows:

Setup Dates: March 22-24, 2023

Event Dates: March 25-26, 2023, Soft Opening option available for March 24 after 4pm

Take Down/Removal Dates: March 27-28, 2023

EXHIBIT C – CATEGORIES OF EVENT EXPENSES

EXHIBIT D – CERTIFICATION – A.R.S. § 38-394

	CERTIFICATION OF COMPLIANCE WITH ARIZ. REV. STAT. § 35-394	CITY OF SURPRISE Procurement Division 16000 N. Civic Center Plaza Surprise, AZ 84374
STATUTORY LANGUAGE		
Arizona Revised Statutes, Section 35-394 states:		
A. A public entity may not enter into or renew a contract with a company to acquire or dispose of services, supplies, information technology, goods or construction unless the contract includes a written certification that the company does not currently, and agrees for the duration of the contract that it will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China. 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. 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. B. If a company that has provided a written certification pursuant to subsection A of this section becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the public entity within five business days after becoming aware of the noncompliance. If the company does not provide the public entity with a written certification that the company has remedied the noncompliance within one hundred eighty days after notifying the public entity of the noncompliance, the contract terminates, except that If the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date. C. This section does not apply to a contract entered into before September 24, 2022. D. For the purposes of this section: 1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees. 2. "Public entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.		
CERTIFICATION		
☐ Pursuant to subsection A of A.R.S. § 35-394, I certify that I am authorized to make this certification on behalf of Steve LeVine Entertainment, LLC, ("Event Producer"). I further certify that Event Producer does not currently, and agrees for the duration of the contract that it will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China. 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. 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.		
By: <u>Steve LeVine</u> Printed Name: <u>Steve LeVine</u> Entity: _____ Date: <u>11-23-2022</u>	Address: <u>7819 E Paradise Ln</u> <u>Scottsdale AZ 85260</u> Phone Number: <u>480-284-6033</u> Facsimile: _____	

RESOLUTION # 2022-76

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FACILITY USE LICENSE AGREEMENT BETWEEN THE CITY OF SUPRRISE AND STEVE LEVINE ENTERTAINMENT TO HOST A SIGNATURE MUSIC FESTIVAL WITHIN SURPRISE IN FY23.

WHEREAS, the FY2023 City of Surprise Comprehensive Financial Management Policies (“Policy”), were adopted by Council Resolution #2021-49 on May 4, 2021, the City imposes a 4.52% transaction privilege tax on transient lodging, of which 1.00% is recorded in the General Fund and the remaining 3.52% is deposited into the Tourism Fund;

WHEREAS, of the amount recorded in the Tourism Fund, the Mayor and Council designated that seventy-five percent (75%) be spent for sports tourism facility development and improvement, while twenty-five (25%) be spent on marketing, studies and special events;

WHEREAS, on December 3, 2019, the Mayor and Council adopted a “Strategic Plan” seeking to attract visitors to the City with new and enhanced event and entertainment opportunities;

WHEREAS, on November 16, 2021, the Mayor and City Council approved Resolution #2021-176, designating \$500,000 from the Tourism Fund to partner with a third-party organizer to host a signature event with Surprise;

WHEREAS, the City of Surprise and Steve LeVine Entertainment are entering into a facility use license agreement to host the signature event in Fiscal Year 2023;

WHEREAS, the City is expected to receive revenue from hosting the event proportionate to the amount invested into the signature event; and

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

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

Section 1. The Facility Use License Agreement between the City of Surprise and Steve LeVine Entertainment, attached as Exhibit A and incorporated by reference, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2022.

Attest:

Sherry Aguilar, City Clerk

Skip Hall, Mayor

Approved as to form:

Robert Wingo, City Attorney

RESOLUTION # 2022-76
Exhibit A
Facility Use License Agreement

DRAFT