



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

Tuesday, March 7, 2023 @ 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 February 21, 2023 Regular Work Session, Regular Council Meeting & Executive Session Minutes and the Special | None |
| | | | Sherry Aguilar
City Clerk |

Council/Planning & Zoning Commission Meeting Minutes
of February 23, 2023.

- | | | | |
|-----|------------|---|---|
| 2. | District 1 | Consideration and action to approve a request by Charlotte Ella Pollack (Agent) for a Multi-License Acquisition of Control for BABBO's Italian Eatery (Series 12 - Restaurant) located at 16433 W. Bell Road, Surprise, AZ. 85374. | None

Sherry Aguilar
City Clerk |
| 3. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled "Mach Compound", dated January 5, 2023, a property located at the southeast corner of Jomax Road and 237 th Drive. Case FS22-1382. | None

Tanner Wessel
Community
Development |
| 4. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public improvements at North 163 rd Avenue and East of West Asante Boulevard. Resolution # 2023-18. | Kristin Tytler
Public Works |
| 5. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at N. Citrus Road and W. Enoch Drive. Resolution # 2023-10. | Kristin Tytler
Public Works |
| 6. | District 3 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Ryder Ranch. Resolution # 2023-19. | Kristin Tytler
Public Works |
| 7. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at North 163 rd Avenue and East of West Asante Boulevard. Resolution # 2023-24. | Kristin Tytler
Public Works |
| 8. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements on Sunrise Parcel A. Resolution # 2023-20. | Kristin Tytler
Public Works |
| 9. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements on Sunrise Parcel B. Resolution # 2023-21. | Kristin Tytler
Public Works |
| 10. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Sunrise Parcel D. Resolution # 2023-22. | Kristin Tytler
Public Works |
| 11. | Citywide | Consideration and action pertaining to approval of the Multi-district Litigation opioid settlement with Teva, Allergan, Walmart, CVS, and Walgreens and authorizing the City Attorney to execute any and all documents necessary to effectuate approval and participation in the settlements. | Robert Wingo
Legal |
| 12. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled "Dale 166", dated January 13, 2023, a property generally located on the northwest corner of 165 th Avenue and Dale Lane. Case FS23-0057. | Jessica Brinton
Community
Development |
| 13. | Internal | Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with | Seth Dyson |

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|--------------|--|--|
| | Maricopa County to provide Community Action Program services, accepting grant funding, and amending the Fiscal Year 2023 Budget by moving budget authority in the amount of \$61,900 within the Grants Fund; Resolution # 2023-23. | Human Svcs and Comm Vitality |
| 14. Citywide | Consideration and action authorizing the Mayor and Council to accept the First Amendment to the Surprise Foothills Water Supply Facility Development Agreement. Resolution # 2023-30. | Michael Boule
Water Resource Management |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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|----------------|---|--|
| 15. District 1 | Consideration and action pertaining to a Major General Plan Amendment to change approximately 3,588 acres from Neighborhood Character Area to Employment Character Area, generally located east of US-60/Grand Avenue and Black Mountain Road. Case FS22-0502. Resolution #2023-14. | Trever Fleetham
Community Development |
|----------------|---|--|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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|--------------|--|--|
| 16. Citywide | Consideration and action authorizing the Mayor and Council to accept the Willow Trails Water Agreement. Resolution # 2023-31. | Michael Boule
Water Resource Management |
| 17. Citywide | Consideration and action pertaining to a Temporary Wastewater Treatment and Interconnection Agreement with EPCOR Water of Arizona Inc., Resolution 2023-08 | Michael Boule
Water Resource Management |

- 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, March 2, 2023 @ 10:15 AM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 7, 2023
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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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: March 7, 2023
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Consideration and action to approve the February 21, 2023 Regular Work Session, Regular Council Meeting & Executive Session Minutes and the Special Council/Planning & Zoning Commission Meeting Minutes of February 23, 2023.

Motion:

I move to approve the February 21, 2023 Regular Work Session, Regular Council Meeting & Executive Session Minutes and the Special Council/Planning & Zoning Commission Meeting Minutes of February 23, 2023.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 02212023 Work Session Minutes
 2. 02212023 Regular Council Meeting Minutes
 3. 02232023 Special Joint Meeting with Planning Zoning Minutes
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CITY OF SURPRISE
Regular City Council Work Session
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, February 21, 2023 @ 5:00PM

A. Call To Order

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

B. Roll Call

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

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

G. Call To The Public

Howard Koval a Surprise resident, spoke on the issue of water and offered solutions to this problem. He commented that he has worked for over a year on finding solutions. Rivers located in other states could be redirected to funnel water to the western states, build a pipeline along the railroads, in turn this could upgrade the railroad system.

H. Regular City Council Work Session Agenda

1. Presentation and discussion pertaining to the Fiscal Year 2024 Budget overview of citywide Revenues, Expenses, and City Council Strategic Plan updates.

City Manager Wingenroth made an opening statement on the budget process and strategic plan. He gave an overview of the strategic plan, turning Council's policies into a plan identifying areas where we can update as we are going through the budget process. Mr. Wingenroth reviewed the strategic plan with a powerpoint presentation as discussed in the retreat a few months ago.

Councilmember Remley commented that we did a really big bond issue to accomplish some of our goals a few years ago, could we in a future meeting have a slideshow on how those monies were used and how we came out with it? Mr. Wingenroth commented that yes, we will plan this.

Finance Director, Andrea Davis and Budget Director, Eric Boyles continued with a detailed powerpoint presentation on the upcoming budget process. .

Topic of discussion was Developing the Budget process was discussed.

Vice-Mayor Judd asked for a breakdown of Intergovernmental revenue. Mr. Boyles clarified.

Mayor Hall asked about HURF, gasoline tax and the effects on the City.

Councilmember Remley commented that 50% of the new construction is multi-family, I also noticed the FTE growing to 1.6 per thousand per resident, this would be a big increase. Is there any linkage to multi-families creating a greater need for more officers. Surprise is one of the safest cities in the U.S. Also, at the State level, they have been considering eliminating the rental tax. Do you have a handle on how big this number is and how we will handle in the future.

Ms. Davis clarified the effects this would have on the City and provided an estimate.

Councilmember Cline commented on the timing delay depending on State budget adoption and that there is a significant delay on state transaction tax. How long will this take?

Ms. Davis replied that it is about a year behind when we receive it, and it is a solid number.

Councilmember Cline commented that will increased population if they are buying locally and spending tax dollars here, there is an advantage on the revenue that will come back to us.

Ms. Davis commented that revenue is mostly from population growth not necessarily spending money here in Surprise. More people have been purchasing online instead of in store.

Vice-Mayor Judd asked about setting the SLID rate for property tax? Where would a CFD fall with setting rates? Ms. Davis commented that it is Secondary property tax rates, Special Taxing District.

Councilmember Cline commented we haven't increased our tax rate since 2014, residents want their property values to go up but it appears that we are increasing the tax amounts in which we are not. Councilmember Cline also noted how she liked the slide detailing the dollar bill and the breakdown

Councilmember Remley commented that property taxes are the most confusing every year, residents need to know we have held the line on for many years. We have more money collected because we have more homes. We need to explain the secondary tax and explain that it is a bond issue.

Further discussion on the One Time vs. ongoing revenues personnel, operational supplies.

The budget calendar was reviewed through June 2023 leading up to the budget adoption.

No other comments received.

L. Adjournment

Mayor Hall commented that there is no further business and asked for a motion to adjourn.

Councilmember Cline made the motion to adjourn. Councilmember Remley seconded the motion. 6 yes votes, 1 excused (Hastings) to adjourn at 5:46 p.m.

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, February 21, 2023.

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, February 21, 2023 @ 6:03PM

A. Call To Order

Mayor Hall called the Regular Council Meeting of Tuesday, February 21, 2023 to order at 6:03 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

The Invocation was led by Pastor, Art Herrera

B. Roll Call

In attendance with Mayor Hall were Vice-Mayor Chris Judd, Councilmembers Ken Remley, Patrick Duffy, Aly Cline and Nicholas Haney. Councilmember Hastings was absent.

C. Pledge of Allegiance

The pledge was led by **Led by Tot-Time Preschool Program**

D. Proclamation and Community Acknowledgements

Black History Month Proclamation – Mayor Hall presented the proclamation to long-time Surprise Resident, Tim Williams who was recognized in the proclamation as one of three athletes who qualified for the Olympics in 1980. Three Star Park located on Jerry Street in the Original Townsite was named after Tim Williams, Lamont King and LaNorris Marshall.

E. City Manager Report

Youth council members on the dais for 02/21/23:

Peyton Anthony 9th grade Highland Prep High School

Braedan Aftanski 8th grade at Paradise Honors Middle School

SECTION H 1. CONSENT AGENDA:

No items were removed from the consent agenda.

Councilmember Duffy made the motion to approve items 1 through 7 on the Consent Agenda. Seconded by Vice-Mayor Judd. 6 yes votes., 1 excused (Councilmember Hastings). Motion carried.

Consent items included:

1. Consideration and action to approve the Regular Council Meeting Minutes of February 7, 2023.
2. Consideration and action pertaining to approval of the Final Plat entitled, "Final Re-Plat Toll at Prasada, Unit N – Phase 2" and dated December 16, 2022, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS22-1301.
3. Consideration and action pertaining to approval of the Final Plat entitled, "Williams 219" and dated January 6, 2023, a property generally located on the southwest corner of 219th Avenue and Williams Road; Case FS22-1403.
4. Consideration and action pertaining to approval of the Final Plat entitled, "Fulton Homes at Prasada – Phase 2" and dated January 4, 2023, a property general located at the southwest corner of Waddell Road and Reems Road; Case FS21-1024.
5. Consideration and action pertaining to approval of the Map of Dedication entitled, "Surprise Industrial" and received October 24, 2022, a property generally located west of the northwest corner of Sweetwater Rd. and Dysart Rd; Case FS22-0975.
6. Consideration and action pertaining to acceptance of a Special Warranty Deed for a Fire Station site near Deer Valley and 235th Avenue from Surprise Foothills Master LLC, SLF II Arizona-Deer Valley & 243rd LLC, Deer Valley/243rd Avenue investors LLC, VVL Investors I LLC, BOS Sorte Limited Partnership, 317 Surprise LLC, 317 Acres Partners LLC, The Jeito Foundation and SMT Investors Limited Partnership.

7. Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to facilitate temporary emergency shelter services, to accept additional grant funding, and to amend the Fiscal Year 2023 budget by moving budget authority of \$55,000 within the Grants Fund; Resolution #2023-25.

SECTION H 2. REGULAR AGENDA ITEM - PUBLIC HEARING:

8. Consideration and action pertaining to a rezone of approximately 4.94 acres of real property generally located on the south side of Grand Avenue, west of 163rd Avenue, from split zoning of Community Commercial (C-2)/Rural Residential (RR) to exclusively Community Commercial (C-2);Case FS22-0207; Ordinance #2023-01.

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

Mayor Hall opened the meeting for public comments. No public comments received.

Councilmember Haney commented that residents in this area are excited to have Fry's opening up and QT for the future. He further stated that it is important to note that although these businesses are coming in, there is a traffic problem here and the City is working on it, encouraged by the prospect of another business coming in to this area of the City.

Councilmember Cline commented that she is pleased that there will be excess parking for trucks for our residents that can park legally.

Councilmember Remley commented that he sees a need for semi-truck parking in this area and for the residents needing gas and trucks traveling on Grand Avenue. Will this location interfere with any future plans for truck parking in this area?

Community Development Director, Lloyd Abrams commented that he is not sure if it does or doesn't at this time, he knows that it has gone through the review process and has gone to ADOT for review. He is not 100% sure.

Vice-Mayor Judd commented that there are 10 parking spaces for semi-truck parking and stalls for gas, will this be a regular truck stop with showers, overnight parking, etc.,

Lauren Proper Potter on behalf of Quik-Trip, commented that it won't be a truck stop with showers offered, just a larger market style offering than a traditional Quik-Trip store. No overnight stays.

Councilmember Haney made the motion to approve /ordinance No. 2023-01. Seconded by Councilmember Cline. 6 yes votes, 1 excused (Councilmember Hastings). Motion carried.

SECTION H 3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

9. Presentation and discussion Pertaining to proposed updates to the Comprehensive Citywide Fee Schedule.

Finance Director, Andrea Davis gave a PowerPoint presentation on this item. She commented that this review will include user fees and clean-up of the schedule and reminded Council that this is discussion only, no action to be taken to night. Ms. Davis commented that this document will require a posting on our website before Council approval.

Councilmember Cline commented that most residents don't realize that we do not cover the actual costs of staffing and facilities, she is glad that we are making the adjustments. She stated that she is especially glad that we are not going to charge for space at the Library. Councilmember Cline further thanked staff for making this happen.

Mayor Hall asked about Building Fire Permit Fee, what is the difference? Page 5, #14. Community Development Director, Lloyd Abrams clarified this request.

Mayor Hall also asked about the cost to rent the stadium. Ms. Davis commented that this would be contract based.

Kendra Pettis, Sports and Tourism Director commented that if there is a 3rd party agreement, fees are set in the agreement and not listed separately.

Councilmember Remley asked what the fee is for the gym at the Villanueva Center, and that he would like to see this on the schedule? Parks and Recreation Director, Holly Robinson commented that we can absolutely look at that, we will add this to the schedule, we can amend this. Ms. Davis also commented that we can do this even if it is not in the fee schedule with a contract instead of a forced fee.

Ms. Davis commented that if we are changing that fee for Villanueva Center, we need to post online, but there will be a delay when we can charge this fee following the guidelines for fee changes.

No other comments were made.

No action taken on this item.

I - Other Business and Future Agenda Items:

- Councilmember Cline asked to add a Work Session Item regarding the Impact to Economic Development from the Arts. Seconded by Councilmember Duffy.

- Councilmember Remley asked for a work session or regular meeting topic on the improvements we have made with bond money. Seconded by Vice-Mayor Judd.

J. City Council Reports:

Councilmember Remley commented that today was a very special day in recognizing Tim Williams one of the 3 athletes recognized on the proclamation celebrating Black History Month. Tim is a very humble guy who deserves this recognition.

Councilmember Remley invited everyone to visit Three Star Park, there is a plaque there that tells the whole story.

Councilmember Duffy commented on Marshall's, TJ Maxx, Home Goods are all opening this Thursday.

Councilmember Haney hosted his second Community Meeting in the southern area of District 1, great discussion. He stated that he was also so proud that we issued a proclamation on Black History Month in the City, he thinks it is important to recognize that Black History is no separate than American History. As we continue to celebrate this month as a City, it is my hope that we also reflect back on where we have come from as a Country and how we can move forward to make our country better.

Councilmember Cline reported that she attended the Mayor's Welcome Back event, Athlete of the Month for Dysart Unified with Surprise Youth Council, attended the General Plan Committee discussing General Plan 2040, attended first Valley Metro Board Meeting in Phoenix, great discussion relating to great ways they are looking at providing services including micro-transit to our residents. Next Community Meeting will be next Tuesday, Feb. 28 at 6:00 p.m. at Sun City Grand Pima Room, off the Grand Café.

Vice-Mayor Judd reported that he held a Community Meeting at Tap House, we will do this again on the 3rd Wednesday. Will hold A Joint Meeting with District 3, Councilmember Duffy at Spencer's Place coming soon.

Mayor Hall reported that if you live in Surprise and did not receive the National Survey by mail, you can now do the survey online at surpriseaz.gov for the link to the survey. Join us for the Care and Share Expo on Saturday, March 4th at the Aquatic Center Parking lot from 10 a.m. to 1 pm.

K. Executive Session:

Vice-Mayor Judd made the motion recess into the Executive Session regarding discussion and consultation with the City Attorney for legal advice on the position pertaining to Opioid Litigation At 6:48 p.m. Seconded by Councilmember Cline. Motion carried.

The Mayor and Council reconvened the Regular Council Meeting at 7:14 p.m. No action to be taken.

L. Adjournment

Mayor Hall commented that there is no other business to discuss and asked for a motion to adjourn.

Councilmember Cline made the motion to adjourn the Regular Council Meeting at 7:15 p.m. Seconded by Councilmember Duffy. 6 yes votes, 1 excused (Councilmember Hastings) to adjourn. Motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular Council Meeting of Tuesday, February 7, 2023.

Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE

Special Joint Meeting Agenda/City Council and Planning & Zoning Commission

16000 N. Civic Center Plaza

Surprise, AZ 85374

Thursday, February 23, 2023 @ 4:00 PM

COUNCIL CHAMBERS

A. Call To Order Mayor Hall called the Special Joint Meeting Agenda/City Council and Planning & Zoning Commission Meeting to order at 4:00 p.m. at the Surprise City Hall Council Chambers at 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call In attendance with Mayor Hall were Vice-Mayor Chris Judd, Councilmembers Ken Remley, Patrick Duffy, Aly Cline, Jack Hastings and Nicholas Haney and Planning & Zoning Commission Chair, Kevin Sartor, Vice-Chair, Jared Holland, Commissioners Ken Chapman, Dennis Bash, Matthew Keating, Mitchell Rosenbaum & Dennis Smith.

C. Pledge of Allegiance Mayor Hall led the Pledge of Allegiance.

D. Special Joint Meeting Agenda /City Council and Planning & Zoning Commission Discussion and update pertaining to General Plan 2040. Community Development Director, Lloyd Abrams introduced the City Planning Managers and Matthew Klyszeiko, Department Manager – Planning for Michael Baker International, Consultant to review a powerpoint presentation on the General Plan 2040.

Topics of discussion included:

What is a General Plan?

How is the General Plan used?

Review of Surprise Planning Area

What is the General Plan Process?

General Plan Outreach Plan - includes project website, media, community workshops,

General Plan Advisory Groups, Target/Pop Up Meetings

Comments on what we have heard so far including areas to improve, areas to preserve, areas to target growth

Growth and Annexation, population projections slide - 2035 GP Growth Area Map

Do we wish to revise any existing growth areas?

Councilmember Remley commented that we need to address Greenway Road and bottleneck at Dysart and Grand Avenue. Something that needs to be addressed. Same spot, Greenway goes across railroad tracks and crosses over in 6 different directions. We have a solution, but need BNSF Railroad and the State's participation. There are other areas that are being worked on today as growth has occurred. Grand Avenue

and Loop 303, another significant traffic issue.

Councilmember Haney commented on growth specifically on the 163rd Avenue corridor. The new Fry's is popping, and some are asking what else can we get into our area. There are several areas that we need to be concerned about such as making sure the growth doesn't impact the quality of life there, and making sure we do everything we can with our partners to provide infrastructure.

Planning & Zoning Chair Sartor needs to get more specific about housing issues, more kids living at home, issues with Dominion projects, identify where these developments will be located. We need to address workforce housing. Place closer to our employment centers.

Mayor Hall commented that companies are bringing their CFO's and Human Resource Directors to our area to see what housing is like, shopping, schools, to encourage the employees to move here.

Planning & Zoning Chair Sartor commented about current legislation that is being proposed that is going to hurt our City if it passes.

Councilmember Duffy commented that we need to focus on housing and areas it can go to. We are getting zoning change requests left and right. We need to focus on this now, especially in the Districts where the roads are not even done. We created this problem.

Councilmember Cline commented in support of CM Duffy's comments, "we need to look at the growth within those areas, not just conserve commercial properties and put things where people live. Reduce traffic, promote community involvement, not to exclude our old town center. At least 3 areas to focus on, commercial opportunities.

Mayor Hall mentioned rumors about annexation and people thinking we are going to annex certain areas. Have a comprehensive plan, not piece meal. That could hurt us as a City.

Community Development Director, Lloyd Abrams asked if BNSF, is an area we should include as an employment area? Infill of county islands, future development areas, county pre-annexation agreements, rural residential areas. Will come forward with more information.

Commissioner Bash commented that growth and the type of growth, putting the cart before the horse. Need to talk about transportation and annexation. What can the growth support? These are the things we need to know about the area so we can logically plan for growth. I think North Surprise is one of our valuable areas with transportation issues and BNSF.

The consultant continued with these topics:

Land Use Plan 2035 Land Use and Character Area Map
Open Space Plan
Maintain connectivity through Open Space corridors.

Vice-Mayor Judd asked consultant to show specific wildlife corridors so that larger animals can move back and forth since we have a large amount of mountain lions, big horn sheep, mule deer, etc., from White Tank Mountains.

Commissioner Rosenbaum commented that many years ago the City created wildlife corridor

Planning vs. Zoning is not working well together, we have been copying over vacant land.

Councilmember Cline – Wildlife will move into your communities whether there is a corridor or not. McMicken Dam area. If behooves us to not only look at the trail systems, need to look at where the animals need to go, they need to cross railroad tracks, over streets, etc., having something that looks out for the welfare for the creatures not to be stuck in the washes. They will travel to where the food is.

Community Development Director, Lloyd Abrams, we confer with Fish and Game, we do not have staff on board for this. We have the areas identified for wildlife corridors that need to expand north into other Bradshaw Mountains.

Vice-Mayor Judd, there are a handful of studies taking place with neighboring cities.

Mayor Hall commented that there is no connection with Sun Valley Parkway and Grand Avenue. Mr. Abrams commented that we are working on this into the long-range plan, CIP plan.

Councilmember Remley - Talking about trails, do we have on existing plan, the wildlife corridors identified other than a pedestrian trail.

Land Use and Residential Overlay:

Consider purpose and application of a Rural Residential Overlay

Are there any specific considerations you would like addressed regarding housing opportunity.

Mayor Hall commented that we all want family friendly affordable housing.

Councilmember Haney - We bought our first house here to raise a family so we completely agree but hearing a lot of families wanting to move because of the lack of infrastructure.

Vice-Mayor Judd commented that affordable housing is a major issue, we need to look

at focusing on this. in the plan.

Planning & Zoning Chair Sartor agreed and said we need to focus on what that means for our workforce families and defining what this means.

Councilmember Cline commented on residential overlay, heading west on Sun Valley Parkway, more rural before coming to the City, maybe this plan can incorporate rural residential for this area. I would like to see a map of where we need to infill, where there are spots that are currently dirt. District 4, is encouraged to develop how it is currently zoned.

Mayor Hall commented that Community Development brought an overlay plan for incentive developments in the Original Townsite. The Mayor has noticed a lot of new homes in this area as well as commercial being built. We also have a new community center coming to the area.

Councilmember Remley commented that what makes a good City is a city that has balance. We have done studies in the past showing inequities. As the businesses come, they are going to have workers, equal opportunities.

Mayor Hall commented on the new business bringing employment to our City such as Sprouts 100 employees, Fry's 300 employees and we have to ask, where are all these people living.

Commissioner Bash asked a question on the housing study, Surprise is unique, it was a retirement type of community years ago, now the demographic is changing to younger people. Senior Living needs and assisted living will change for the future.

Human Services Director, Seth Dyson commented that the housing study will hopefully be done by June. Community session for the public, some of these questions were included. We hope it is a tool for planning purposes.

Councilmember Hastings commented that he thinks we do need to take this time to educate voters, residents because there are a lot of misconceptions, and many do not understand the terminology. The reality is that residents want affordable housing unless it is next to them. We need to be up front and honest with our residents and make it simple to understand. We want to have a place where people can work and live in our City.

Commissioner Smith commented that we built all sorts of apartments all over the City over the years and most of those are not affordable for the average wages, current housing is too expensive. When we talk about affordable housing, how will we get developers to build these types of communities, small lot, stackable, what is our demographic, who are we trying to target?

Mayor Hall commented the last time I looked; the medium wage is \$72,000.00.

Community Development Director, Lloyd Abrams commented that we also have a shortage of housing, once we balance this out when the market turns around.

Commissioner Rosenbaum commented that his family has been here for many years since 1952, there was not much here, not a lot of retirees, you worked in the fields, cotton, citrus, et., To address the “not in my back yard people”, is to let people know up front, then it is more difficult for them to be unhappy about this. This is what we are doing with BNSF right now.

Planning & Zoning Chair, Kevin Sartor asked if we have, we thought about reaching out to the private sector, developers, etc., create a coalition to talk about the general plan and development.

Mayor Hall said yes, we have done this with 8 different developers, it comes down to time, costs, etc. We need to look at being more transparent with everyone involved so we can have discussions about this.

Commissioner Chapman commented that these are great comments tonight, one of the things we haven't discussed is parks and recreation especially as we move north. We need to pay attention, not just the parks in the developments, but securing land for future growth. When you look at the railroad and development possibilities, all of this is State Land, commercial property at this point, is not what they are looking for. Look at zoning part of the plan, what will build our community for the future.

Mayor Hall talked about recent land purchases and the plans for these locations. City Manager Wingenroth is working on the economic development part of this, but it's the utilities that is the biggest issue. Vice-Mayor Judd is working on the land at McMicken Dam, to find out what could we use this for.

Transportation: The Consultant reported that he is working with Transportation Director, Eric Fitzer on transportation issues.

Areas of Traffic/Transportation Concerns included:

163rd Avenue and Jomax Road

Are there focus areas that should be considered from an access standpoint?

Are there any specific modes of transportation (Existing or emerging) that should be considered?

Vice-Mayor Judd asked if this is going to stay on the plan? Neighborhood electric vehicles?

Water Resources:

The Consultant gave an overview of services that water resources provide. Tools for the future of water.

Commissioner Bash commented that the City of Surprise should set the tone for water resource management. We need to take the lead and show the citizens that we are serious about conserving water resources.

Mayor Hall commented that Governor Hobbs vetoed SB 1184, the bill to eliminate rental tax. Would have cost the city 3.5 Million dollars.

The consultant reviewed Next Steps of the General Plan 2040 process:

Next Meetings:

Next GPAG Meeting #6, April 11th, 2023 - Housing, Art/Culture& Open Space Discussion
City Council Work Session & planning & Zoning Commission Work Session - Spring 2023

Project Milestones:

60-Day Review Period
June 1, 2023 - July 31, 2023

E. Other Business and Future Agenda Items No items added

F. Executive Session No Executive Session was held.

G. Call To The Public No call to the public received.

H. Adjournment Mayor Hall commented that there is no other business to discuss and asked for a motion to adjourn.

Councilmember Cline made the motion to adjourn the Special Joint Meeting with City Council and Planning & Zoning Commission @ 5:56 p.m. Seconded by Planning & Zoning Chair, Kevin Sartor. 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 Special Joint Meeting with City Council and Planning & Zoning Commission of Thursday, February 23, 2023.

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 7, 2023
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 1

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

Consideration and action to approve a request by Charlotte Ella Pollack (Agent) for a Multi-License Acquisition of Control for **BABBO's Italian Eatery** (Series 12 - Restaurant) located at 16433 W. Bell Road, Surprise, AZ. 85374.

Motion:

I move to approve a request by Charlotte Ella Pollack (Agent) for a Multi-License Acquisition of Control for **BABBO's Italian Eatery** (Series 12 - Restaurant) located at 16433 W. Bell Road, Surprise, AZ. 85374.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. BABBO ITALIAN EATERY Report
 2. BABBO ITALIAN EATERY MAP
 3. Finance - Babbo Italian Eatery - 16433 W Bell Rd
 4. Fire - 16433 W Bell Rd Babbo Italian Eatery Liquor License
 5. Police - Babbo's Italian Eatery
 6. Babbo ADLLC Report
-



COMMUNITY DEVELOPMENT DEPARTMENT

Date: February 17, 2023
To: Sherry Aguilar, City Clerk
From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

AGENT, Charlotte Ella Pollack
Babbo Italian Eatery
16433 W. Bell Road
Surprise, Arizona 85374
New Series 12 (NEW APPLICATION – RESTAURANT) – Application # 228356

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

1. Sakura Sushi Teppan Steak Seafood (Series 12) – 16525 W. Bell Rd.
2. Sam's Club #4955 (Series 9) – 16573 W. Bell Rd.
3. Peter Piper Pizza (Series 12) – 16641 W. Bell Rd. (EXPIRED)
4. QuikTrip #415 (Series 10) – 16821 W. Bell Rd.
5. Winco Foods #127 (Series 9) – 16925 W. Bell Rd.
6. Safeway Food & Drug #1997 (Series 9) – 17049 W. Bell Rd.
7. Walgreens #6806 (Series 10) – 17088 W. Bell Rd.
8. The Toast (Series 12) – 17058 W. Bell Rd.
9. Good Fortune (Series # 12) – 17104 W Bell Rd.
10. Oregano's Pizza Bistro (Series 12) – 16914 W. Bell Rd.
11. Mule Creek Saloon (Series 6) - 16846 W. Bell Rd. #100
12. Eddie's European Bistro (Series 12) – 16846 W. Bell Rd. (EXPIRED)
13. Coyote Alley (Series 6) – 16846 W. Bell Rd #100 (EXPIRED)
14. Albertson's #1026 (Series 9) – 16750 W. Bell Rd. (EXPIRED)
15. Circle K #2741713 (Series 10) – 16794 W. Bell Rd..
16. Circle K #3395 (Series 10) – 16247 W. Bell Rd.

The immediate area is comprised of commercial establishments. The property is zoned PAD C-2 which is consistent with the proposed use.

Commercial growth and residential growth in this area is expected to remain static.

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.

BABBO ITALIAN EATERY

R-1

PAD - HAPPY TRAILS

MULE CREEK SALOON

PAD
SUN CITY GRAND

C-2

CIRCLE K #
2741713

OREGANO'S

QUIKTRIP
#415

SAKURA SUSHI
TEPPAN

SITE

RR

PAD
SURPRISE VILLAGE
MARKETPLACE

R-3

MOUNTAIN
VISTA RANCH

WINCO

PAD
SURPRISE FARMS

PAD
NORTHWEST RANCH

Bob Stump
Memorial Parkway
(SR303L)



MEMO

Date: 02/06/2023

To: Sherry Aguilar, City Clerk
Charles Vasquez, Deputy City Clerk

From: Courtnee Chavez

RE: Liquor License Application – Babbo Italian Eatery - 16433 W Bell Rd

Business License Status:

- ☐ Application link emailed on .
- ☒ License # 1020263 , current and valid for 12/31/23 .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.

BUSINESS LICENSE

CITY OF SURPRISE

16000 N. Civic Center Plaza
Surprise, AZ 85374-7470

Business Name: Babbo Italian Eatery
Business Location: 16433 W Bell Rd Surprise, Az 85374-6600

Description: Restaurant

SURPRISE
ARIZONA

Bies Inc

Babbo Italian Eatery
Po Box 27647
Scottsdale, Az 85255-0144

BUSINESS LICENSE NUMBER: 1020263

Effective Date: 01/01/2023

Expiration Date: 12/31/2023

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE



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



February 6, 2023

To: Sherry Ann Aguilar
From: Keith Tanner, Fire Marshal
Subject: Liquor License Application
Applicant: Babbo Italian Eatery
16433 W Bell RD

Recently, SFMD inspection staff conducted a fire inspection for a liquor license application at the above referenced location to ensure compliance with the applicable fire codes within the tenant space.

This restaurant has several outstanding fire code violations that will need to be corrected however they will be handled through the normal channels and will not interfere with the liquor license application.

Therefore we have no comment on the application at this time, pending correction of all outstanding violations.

If you have any questions feel free to contact me.

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: February 17, 2023

Application Number – 228356
Series #12 – New Application

APPLICANT:

Babbo Italian Eatery
16433 W Bell Rd
Surprise, Arizona 85374

FINDINGS:

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

Babbo Italian Eatery is a well-established full-service Italian restaurant. Their market is open to all ages in Surprise and the Northwest Valley.

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

This new license should have no effect on vehicular traffic. There is already adequate ingress/egress in the 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 lest 20 days before the hearing.***

There was an afterhours burglary in January 2021, where unknown suspect (s) broke in via the roof. In February 2022, a vehicle was broken into while parked in the parking lot.

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

Babbo's is open most days until 9 PM except Fridays and Saturdays when it closes at 10 PM. There is a small shopping center across the parking lot that contains various businesses that close no later than 9 PM, with the exception of a Denny's Restaurant on the opposite end of the center. Denny's closes at 2 AM on the weekends and at midnight the rest of the week.

- 5) ***Appropriateness of series license requested.***

A series 12 license is appropriate and applicable for the Babbo's, per state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059

State of Arizona
Department of Liquor Licenses and Control

Created 01/30/2023 @ 03:44:49 PM

Local Governing Body Report

LICENSE

Number:	1207A710	Type:	012 RESTAURANT
Name:	BABBO ITALIAN EATERY		
State:	Pending		
Issue Date:		Expiration Date:	03/31/2023
Original Issue Date:	10/13/2016		
Location:	16433 W BELL ROAD SURPRISE, AZ 85374 USA		
Mailing Address:	PO BOX 27647 SCOTTSDALE, AZ 85255 USA		
Phone:	(623)825-1919		
Alt. Phone:	(602)696-7338		
Email:	BABBOITALIANO@GMAIL.COM, AMY.BABBO@GMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	CHARLOTTE ELLA POLLACK
Gender:	Female
Correspondence Address:	PO BOX 27647 SCOTTSDALE, AZ 85255 USA
Phone:	(602)696-7338
Alt. Phone:	
Email:	BABBOITALIANO@GMAIL.COM, AMY.BABBO@GMAIL.COM

OWNER

Name:	BIE INC		
Contact Name:	CHARLOTTE ELLA POLLACK		
Type:	CORPORATION		
AZ CC File Number:	10595323	State of Incorporation:	AZ
Incorporation Date:	01/16 2003		
Correspondence Address:	PO BOX 27647 SCOTTSDALE, AZ 85255 USA		
Phone:	(602)696-7338		
Alt. Phone:			
Email:	BABBOITALIANO@GMAIL.COM, AMY.BABBO@GMAIL.COM		

Officers / Stockholders

Name:
CHARLOTTE ELLA POLLACK

Title:
President

% Interest:
100.00

BIE INC - President

Name: CHARLOTTE ELLA POLLACK

Gender: Female

Correspondence Address: PO BOX 27647
SCOTTSDALE, AZ 85255
USA

Phone: (602)696-7338

Alt. Phone:

Email: BABBOITALIANO@GMAIL.COM, AMY.BABBO@GMAIL.COM

APPLICATION INFORMATION

Application Number: 228356
Application Type: Multi-License Acquisition of Control
Created Date: 01/13/2023



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled “Mach Compound”, dated January 5, 2023, a property located at the southeast corner of Jomax Road and 237th Drive. Case FS22-1382.

Motion:

I move to approve the Plat entitled “Mach Compound”, dated January 5, 2023.

Background:

Rebeckah Mach seeks approval of a Final Plat of the subject property located at the southeast corner of Jomax Road and 237th Drive.

Objective Analysis:

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

Policy Compliant:

The proposed Final Plat is consistent with the Surprise General Plan 2035 and the City of Surprise 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-FS22-1382 Mach Compound Lot Split - Final Plat - Staff Report
 2. 01 - FS22-1382 Mach Compound Lot Split - Vicinity Map
 3. 02 - FS22-1382 Mach Compound Lot Split - Zoning Map
 4. 03 - FS22-1382 Mach Compound Lot Split - Final Plat
 5. 04 - FS22-1382 Mach Compound Lot Split - Final Plat Exhibit
 6. FS22-1382 Mach Compound Lot Split - Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-1382

Project Name: Mach Compound Lot Split - Final Plat

Council District: 1 – Acacia

City Council Date: March 07, 2023

Planner: Tanner Wessel, Planner II

Owner: Rebekah Mach

Applicant: Rebekah Mach

Request: Final Plat to subdivide one (1) parcel approx. 10.1 acres into five (5) lots.

Site Location: Located at the southeast corner of Jomax Road and 237th Drive

Site Size: Approximately 10.1 gross 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.

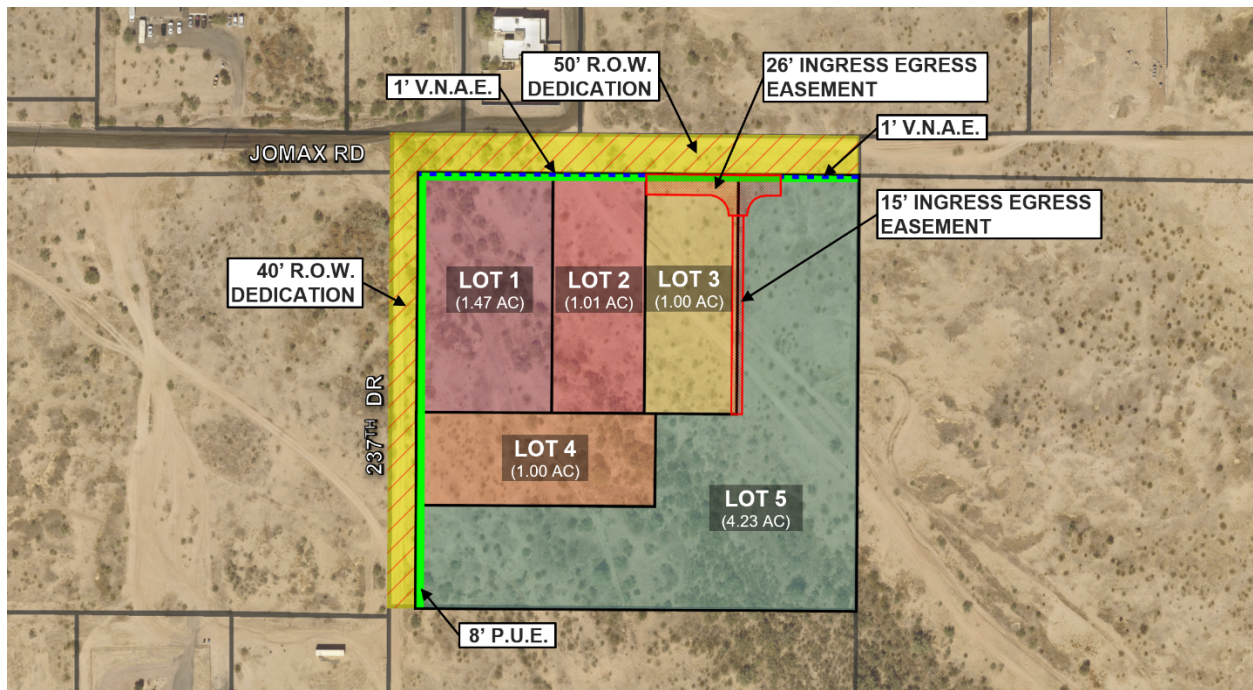
Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.
Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

Rebekah Mach requests approval of a Final Plat entitled "Mach Compound" dated January 05, 2023. The subject parcel is zoned Rural Residential (RR) and is located at the southeast corner of Jomax Road and 237th Drive. The proposed Final Plat subdivides one (1) vacant parcel of approximately 10.1 gross acres into five (5) lots.

This Final Plat will establish 30-feet of right-of-way (ROW) dedication for 237th Drive along the western portion of Parcel 1, Parcel 4, and Parcel 5. Additionally, this plat will also establish 50-feet of right-of-way (ROW) for Jomax Road along the northern portion of Lots 1, 2, 3, and 5. An 8-foot public utility easement (PUE) is established along the western portion of Lots 1, 4, and 5 as well as the northern portion of Lots 1, 2, 3, and 5. A 1-foot vehicular non-access easement (VNAE) is established along the northern portion of Lots 1 adjacent to Jomax Road.

A 29-foot ingress/egress easement is provided along northern portions of Lots 3 and 5 for the benefit of Lots 2, 3, and 5 to reduce the number of access points along Jomax Road. Additionally, a 15-foot ingress/egress easement is provided along the eastern portion of Lot 3 for the benefit of Lot 5.



Lots 1 through 5 of the proposed Final Plat meet the development standards of the Rural Residential (RR) zoning district as outline in Table 106-2b of the City of Surprise Land Development Ordinance. Lots 1 through 5 meet or exceed the minimum lot area and minimum lot width requirements.

Table 106-2b – Rural Residential (RR) Zoning District	
Min. lot area (sf)	≥ 43,560
Min. lot width	130
Min. front setback (ft)	30
Min. rear setback ¹ (ft)	30
Min. side setback ¹ (ft)	20
Min. street side setback ¹ (ft)	20
Max. bldg. height (ft)	40
Lot coverage	25%
Open space (% of gross acres of residential development) ²	10%
Notes: 1. Garage face and embellishments shall be setback a minimum of 20 feet measured from the opposing property line except rear, alley loaded garages, which shall be setback nine feet from edge of alley line. 2. The city requires open spaces on a new subdivision; if recorded as metes and bounds or by a minor land division than open space will be required on each individual lot; such as open space of trail easements.	

The area for each parcel is shown below:

- Lot 1 – approximately 1.47 acres
- Lot 2 – approximately 1.01 acres
- Lot 3 – approximately 1.00 acres
- Lot 4 – approximately 1.00 acres
- Lot 5 – approximately 4.23 acres

The proposed Final Plat dedicates the following:

- 40-foot right-of-way (ROW) dedication along the western portion of Lots 1, 4, and 5 for 237th Drive.
- 50-foot right-of-way (ROW) dedication along the northern portion of Lots 1, 2, 3, and 5 for Jomax Road.
- 8-foot public utility easement (PUE) along the western boundary of Lots 1, 4, and 5 and the northern boundary of Lots 1, 4, and 5.
- 1-foot vehicular non-access easement (VNAE) along the northern boundary of Lot 1, 2, and 5 adjacent to Jomax Road.
- 29-foot ingress/egress easement along the northern portions of Lots 3 and 5 for the benefit of Lots 2, 3, and 5.
- 15-foot ingress/egress easement along the eastern portion of Lot 3 for the benefit of Lot 5.

General Plan Conformance:

83 The proposed final plat was reviewed against the goals, policies, recommendations, and
84 guidelines of the City of Surprise General Plan 2035. The proposed final plat is consistent
85 with the General Plan in some of the following ways:
86

87 This project is located within the Neighborhood character area of the General Plan. The
88 proposed lot split adheres to the design guidelines of the character area which allows for
89 residential development
90

91 This project maintains compatibility with the quality of existing land uses in the
92 surrounding area in that it continues the Rural Residential development pattern
93 established in the vicinity of this parcel.
94

95 **Reviewing Agencies:**
96

97 This project was routed to both Luke Air Force Base and the Maricopa Water District for
98 review. Both agencies have indicated no objections.
99

100 **Attachments:**

101 01 Vicinity Map
102 02 Zoning Map
103 03 Final Plat
104 04 Plat Exhibit
105 PPT

AZ STATE
TRUST LAND

MARICOPA
COUNTY

MARICOPA
COUNTY

237TH AVE

JOMAX RD

PROJECT SITE
(APPROX 10.1 AC)

237TH DR

MARICOPA
COUNTY

FS22-1382 VICINITY MAP

AZ STATE
TRUST LAND

MARICOPA
COUNTY

MARICOPA
COUNTY

JOMAX RD

237TH AVE

RR

PROJECT SITE
(APPROX 10.1 AC)

237TH DR

RR

RR

FS22-1382 ZONING MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT AARON MACH AND REBEKAH MACH, HUSBAND AND WIFE, "OWNER", HAS SUBDIVIDED UNDER THE NAME MACH COMPOUND, A SUBDIVISION LOCATED IN A PORTION OF NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF MACH COMPOUND 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 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 DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

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

OWNERS HEREBY GRANT TO THE PUBLIC A NON-EXCLUSIVE EASEMENT OVER, UPON AND WITHIN THE AREAS DESIGNATED AS PUBLIC ACCESS EASEMENT/PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT FOR THE PURPOSE OF PROVIDING THE PUBLIC WITH ACCESS, INGRESS AND EGRESS OVER AND WITHIN THE EASEMENT AREAS.

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

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNERS WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY 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.

IN WITNESS WHEREOF, OWNER(S) HAS/HAVE HEREUNTO CAUSED HIS/HER/THEIR NAME(S) TO BE SIGNED, THIS ____ DAY OF _____, 2023

AARON MACH AND REBEKAH MACH, HUSBAND AND WIFE

BY: _____

ITS: _____

DEDICATION ACKNOWLEDGEMENT:

STATE OF ARIZONA)

COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

BY: _____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL
DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2023, 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 _____, 2023.

ATTEST: _____ DATE _____
MAYOR

CITY CLERK DATE

FINAL PLAT
"MACH COMPOUND"

A PORTION OF NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

SURVEYORS NOTES

1. MONUMENTS FOUND DURING THIS FIELD SURVEY WERE ACCEPTED UNLESS OTHERWISE NOTED HEREIN.
3. IT IS RECOMMENDED THAT THE CLIENT RETAIN LEGAL CONSULTATION TO THOROUGHLY EXAMINE TITLE FOR ANY CLAIMS, DEFECTS OR LIABILITY UNDISCLOSED BY THIS SURVEY.
4. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUE AT THE SURVEY DATE WITH ITS ORIGINAL SEAL TO ENSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER ENSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE.
5. THIS SURVEY WAS PERFORMED USING GPS (GLOBAL POSITIONING SYSTEMS) TO OPTIMIZE THE RELATIVE POSITIONING OF FOUND CORNERS. EXTREME CARE HAS BEEN TAKEN TO PRODUCE SURFACE MEASUREMENTS OF THE MONUMENTS FOUND.
6. ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED (M) FROM MONUMENT TO MONUMENT UNLESS OTHERWISE NOTED.
7. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO OR OBTAINED BY THIS SURVEYOR. NO ABSTRACT OF TITLE WAS FURNISHED TO THIS SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.

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

AARON MACH AND REBEKAH MACH, HUSBAND AND WIFE "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.

NOTES

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 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.

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

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

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

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X AND AE," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04033C1180M, WITH A DATE OF IDENTIFICATION OF 11/4/2015, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES, INCLUDING, BUT NOT LIMITED TO, ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED, AND REPAIRED BY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."

IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

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

IN GENERAL, DEVELOPMENT WITHIN OR MODIFICATION OF THE FLOODPLAIN IS DISCOURAGED. DEVELOPMENT SHOULD BE LOCATED OUTSIDE OF THE 100-YEAR FLOODPLAIN. IF DEVELOPMENT WITHIN THE FLOODPLAIN IS NECESSARY, APPROVAL FROM THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR FLOODPLAIN USE PERMIT IS REQUIRED.

DEVELOPMENT WITHIN THE DESIGNATED FLOOD WAY IS PROHIBITED.

THE OWNERS AGREES TO DEDICATE THE AREA OF PUBLIC ACCESS EASEMENT TO THE CITY OF SURPRISE FOR PUBLIC ROADWAY PURPOSES, IF AND WHEN, THE CITY REQUESTS THE DEDICATION FOR THIS PURPOSE.

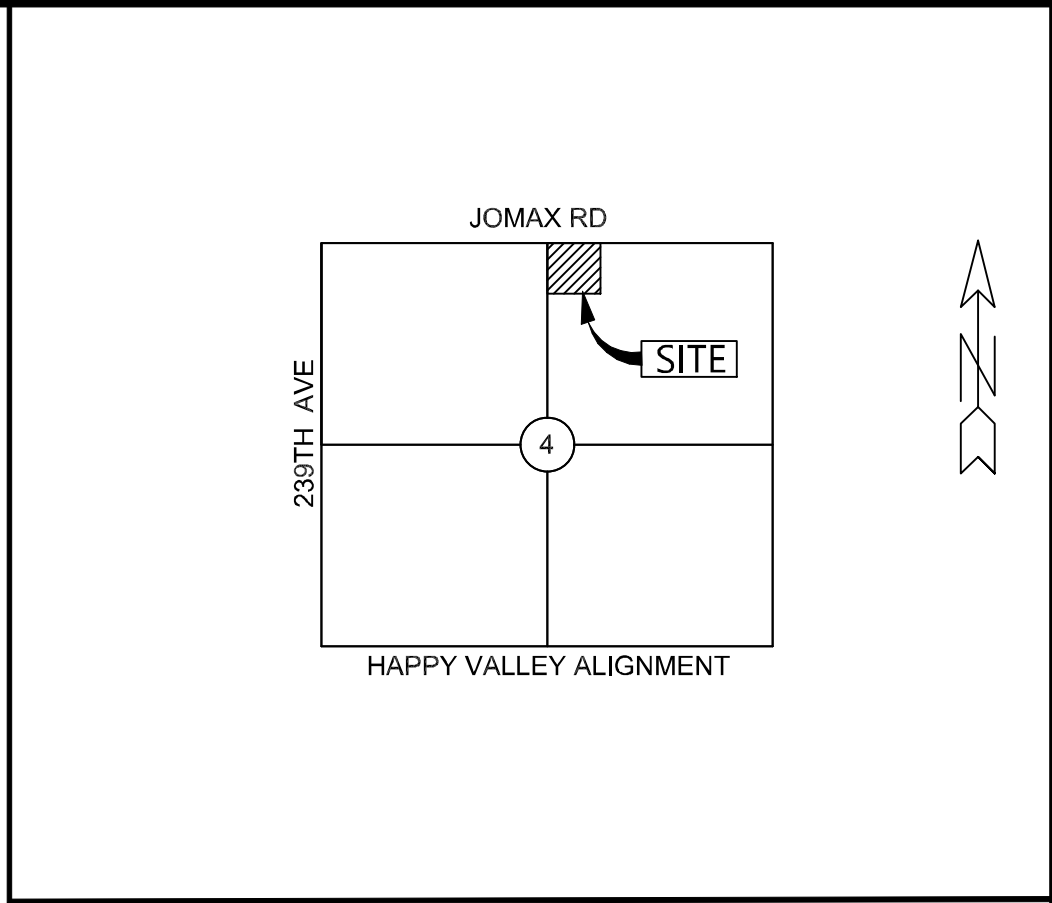
AT THE TIME OF BUILDING PERMIT, THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR IMPROVING AND MAINTAINING THE ADJACENT SEGMENTS OF THE ROAD TO MCDOT RURAL ROAD STANDARDS AND MEET FIRE DEPARTMENT REQUIREMENTS.

DRAINAGE STATEMENT: UPON DEVELOPMENT THE ENGINEER SHOULD SHOW THE DELINEATION OF EFFECTIVE FLOODPLAIN AND FLOODWAY (BOUNDARY) ON THE PROPERTY, THE WATER SURFACE ELEVATION (FE) IN THE WASH, AND THE REGULATED FLOW RATE OF THE WASH. THE FUTURE DEVELOPMENT OF THE LOTS NEEDS TO MEET THE REQUIREMENTS OF CITY OF SURPRISE CODE SDO SECTION 104-1.5.A.4C AND/OR EDS 5.1.7.

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

RELEASE OF LIABILITY

AARON MACH AND REBEKAH MACH, HUSBAND AND WIFE ("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.



VICINITY MAP

N.T.S.

OWNER

MACH AARON/REBEKAH
18527 W TURQUOISE AVE.
WADDELL, AZ. 85355

BASIS OF BEARING

THE WEST LINE OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

BEARING = S 00°23'17" W (BK. 1530 PG. 23)

PARENT PARCEL

THE NORTH 1/3 OF THE WEST 660 FEET OF GLO LOT 2 AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT ALL OIL, GAS AND MINERAL RIGHTS AS PROVIDED FOR IN INSTRUMENT RECORDED IN BOOK 418 OF DEEDS, PAGE 588, RECORDS OF MARICOPA COUNTY, ARIZONA

SITE AREA

Area	Sq. Feet	Acres
PARCEL 1	64010.68±	1.47±
PARCEL 2	43779.57±	1.01±
PARCEL 3	43765.59±	1.00±
PARCEL 4	43668.53±	1.00±
PARCEL 5	184042.32±	4.23±
R/W	60779.74±	1.40±
Total	440046.42±	10.10±

ZONING

RURAL RESIDENTIAL (RR)

LAND SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND MAPPED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2022, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



REGISTRATION NO. 34559, AZ.
REGISTERED LAND SURVEYOR

FS22-1382

FINAL PLAT
"MACH COMPOUND"
A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

REVISIONS:

REV. 1

REV. 2

REV. 3

REV. 4

DESIGN BY: N/A

DRAWN BY: MMM

SCALE: N/A

DATE: 1/26/23

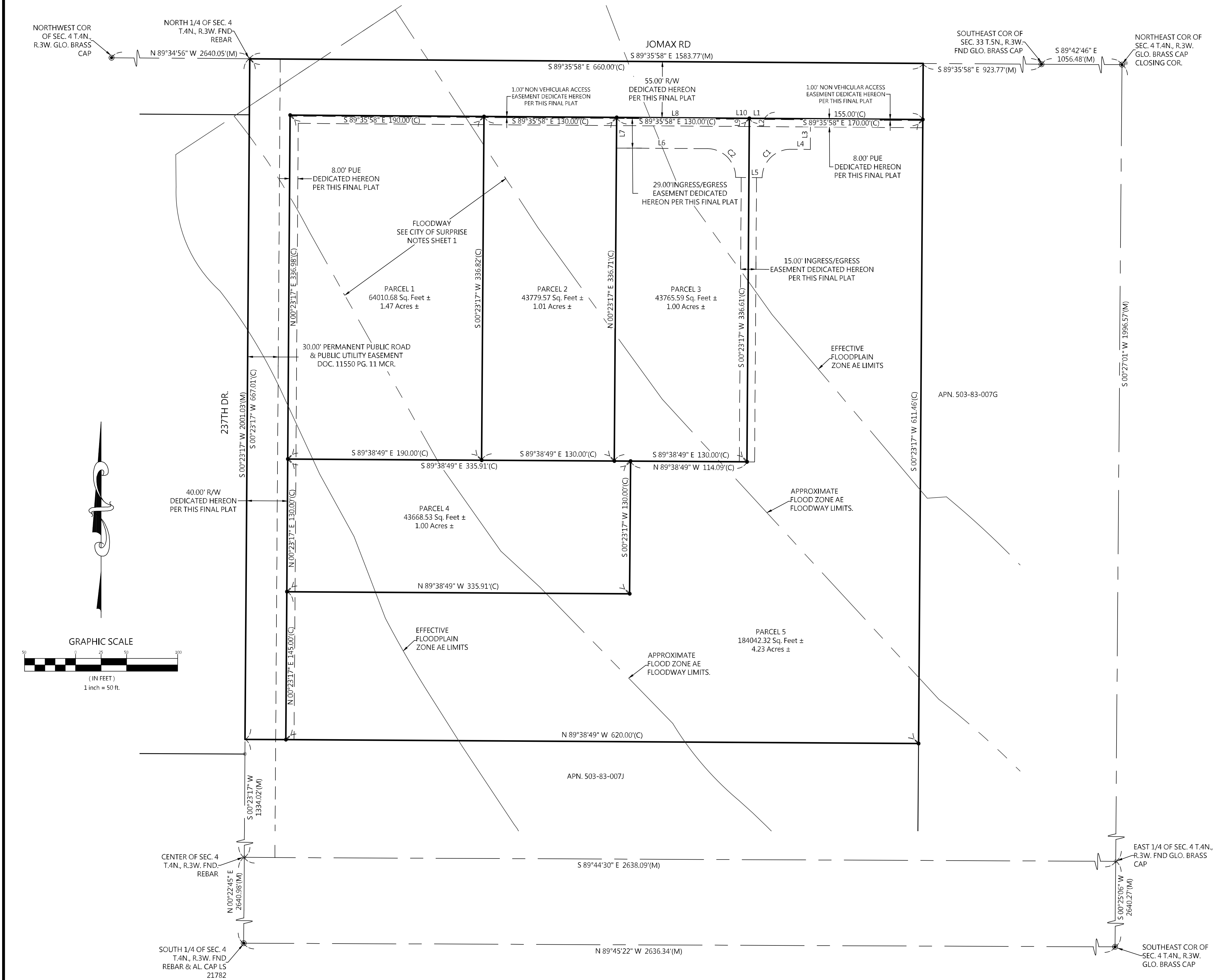
JOB NO.
22-108

1 of 2

MILLER & SONS SURVEYING

2432 W PEORIA AVE. STE. 1302 BLDG 17 PHOENIX, AZ. 85029
PH: (623) 875-1200 F: (623) 875-3777
E-MAIL: PAUL@MILLERANDSONSSURVEYING.COM

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CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	28.00'(C)	43.99'(C)	90°00'45"	S 45°23'39" W	39.60'(C)
C2	28.00'(C)	43.98'(C)	89°59'15"	N 44°36'21" W	39.59'(C)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°35'58" E	15.00'(C)
L2	S 00°23'17" W	1.00'(C)
L3	S 00°23'17" W	29.00'(C)
L4	N 89°35'58" W	18.99'(C)
L5	N 89°34'21" W	26.00'(C)
L6	N 89°35'58" W	89.01'(C)
L7	N 00°23'17" E	29.00'(C)
L8	S 89°35'58" E	115.00'(C)
L9	N 00°23'17" E	1.00'(C)
L10	S 89°35'58" E	15.00'(C)

LINETYPE LEGEND (TYPICAL)

—————	PROPERTY LINE
—————	ADJACENT PROPERTY LINE
—————	ROAD CENTERLINE
—————	EASEMENT (AS NOTED)

SYMBOL LEGEND (TYPICAL)

●	BRASS CAP FLUSH (OR AS NOTED)
⊙	BRASS CAP IN HANDHOLE (OR AS NOTED)
○	FOUND REBAR (OR AS NOTED)
⊠	SET 1/2" REBAR W/ CAP LS # 34559 (OR AS NOTED)
□	NOTHING FOUND OR SET

ABBREVIATIONS LEGEND

SEC	SECTION
T # R #	TOWNSHIP # RANGE #
G. & S.R.M.	GILA AND SALT RIVER MERIDIAN
DOC # PG #	DOCKET # PAGE #
MCR	MARICOPA COUNTY RECORDER
LS	LAND SURVEYOR
(R)	RECORD DATA
(M)	MEASURED DATA
(C)	CALCULATED DATA
APN	ASSESSOR'S PARCEL NUMBER
PUE	PUBLIC UTILITY EASEMENT
FND	FOUND
R/W	RIGHT-OF-WAY
SRP	SALT RIVER PROJECT
AL	ALUMINUM CAP
R.R.	RAIL ROAD



REGISTRATION NO. 34559, AZ.
REGISTERED LAND SURVEYOR

FS22-1382

FINAL PLAT
"MACH COMPOUND"
A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3
WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

REVISIONS:

DESIGN BY: N/A
DRAWN BY: MMM
SCALE: 1" = 50'
DATE: 1/26/23

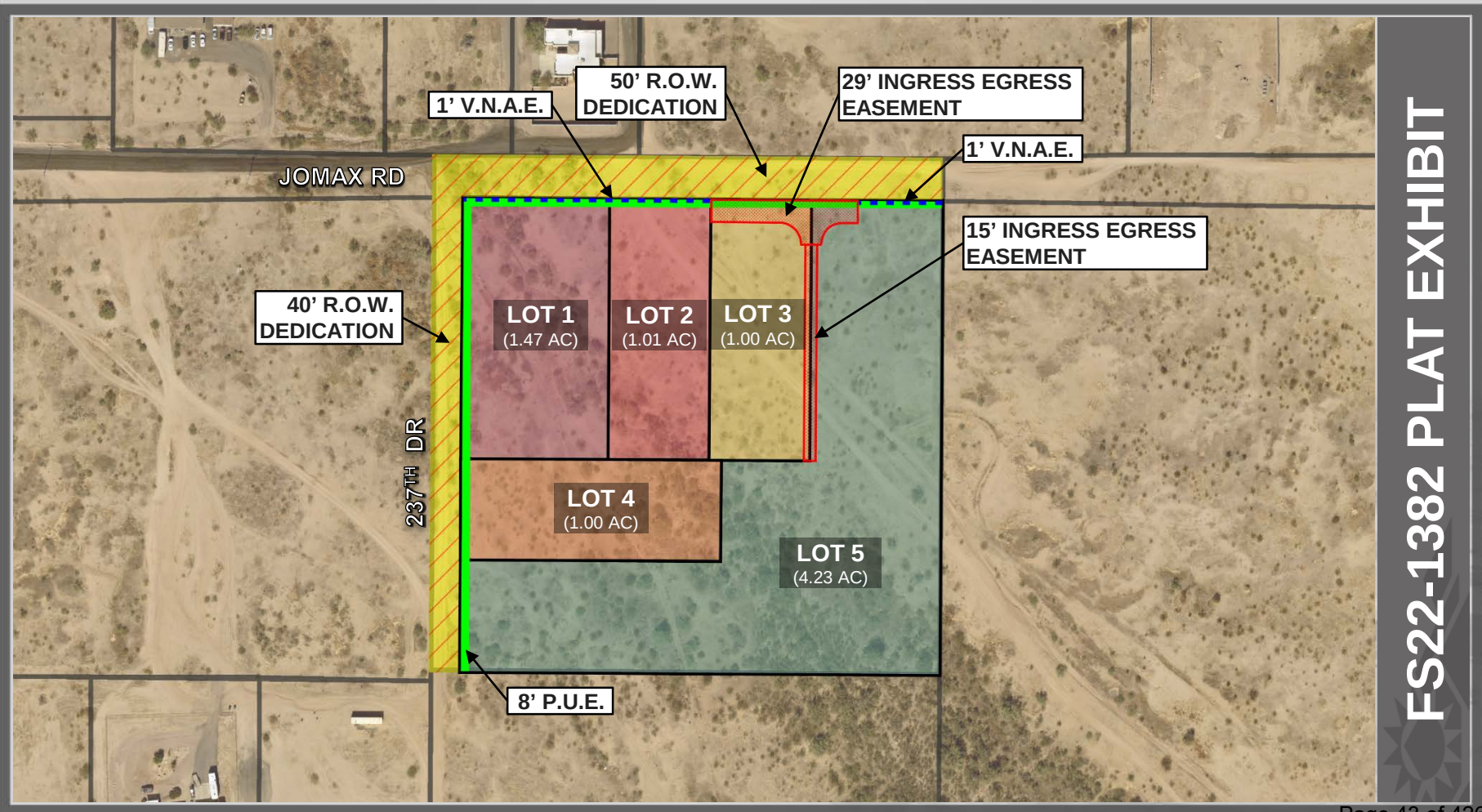
JOB NO.
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2 of 2

MILLER & SONS SURVEYING

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PH: (623) 875-1200 F: (623) 875-3777
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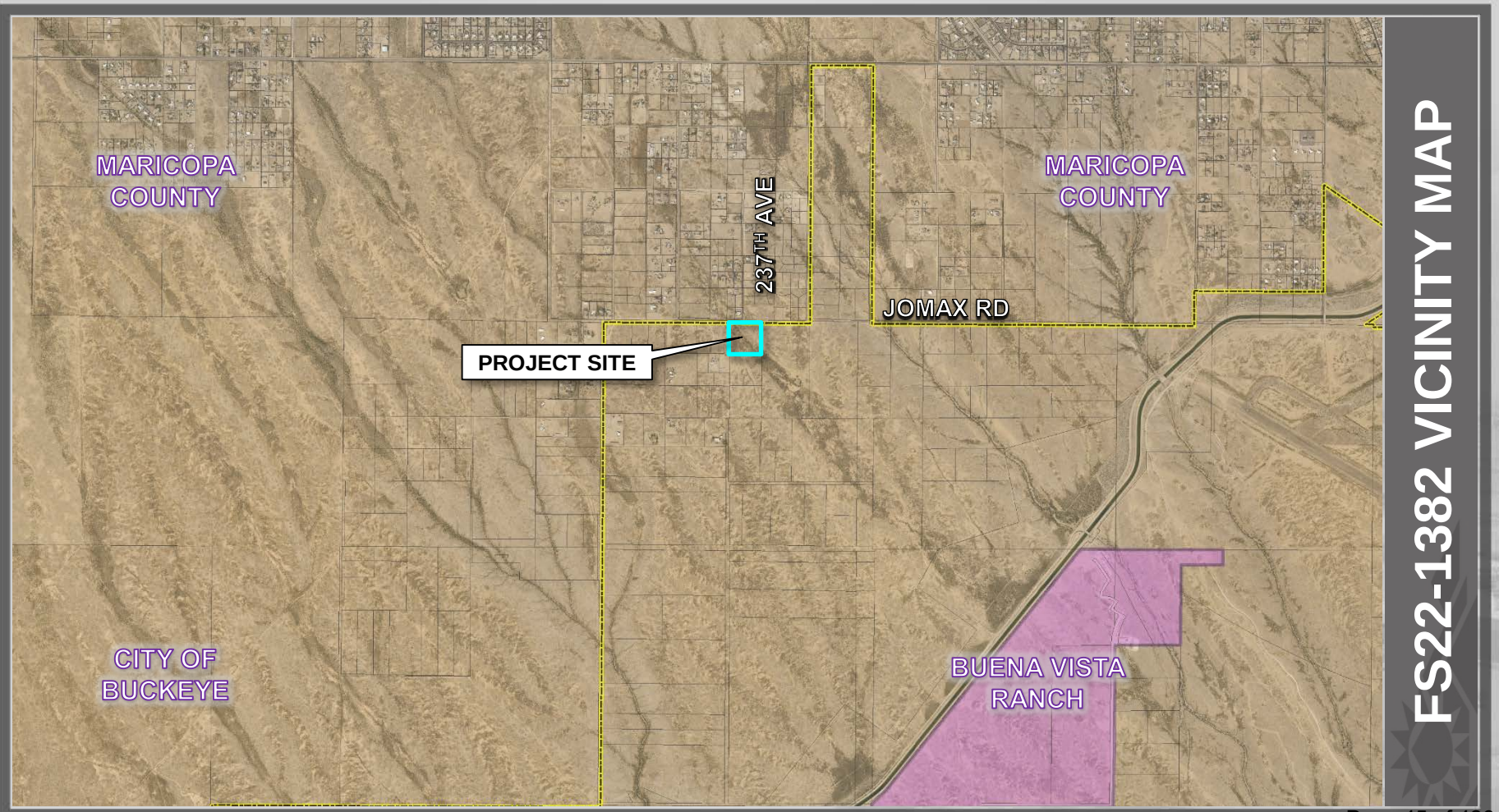




FS22-1382

Mach Compound Lot Split – Final Plat

City Council
March 07, 2023



FS22-1382 VICINITY MAP

AZ STATE
TRUST LAND

MARICOPA
COUNTY

MARICOPA
COUNTY

237TH AVE

JOMAX RD

PROJECT SITE
(APPROX 10.1 AC)

237TH DR

MARICOPA
COUNTY

FS22-1382 VICINITY MAP

AZ STATE
TRUST LAND

MARICOPA
COUNTY

MARICOPA
COUNTY

JOMAX RD

237TH AVE

RR

PROJECT SITE
(APPROX 10.1 AC)

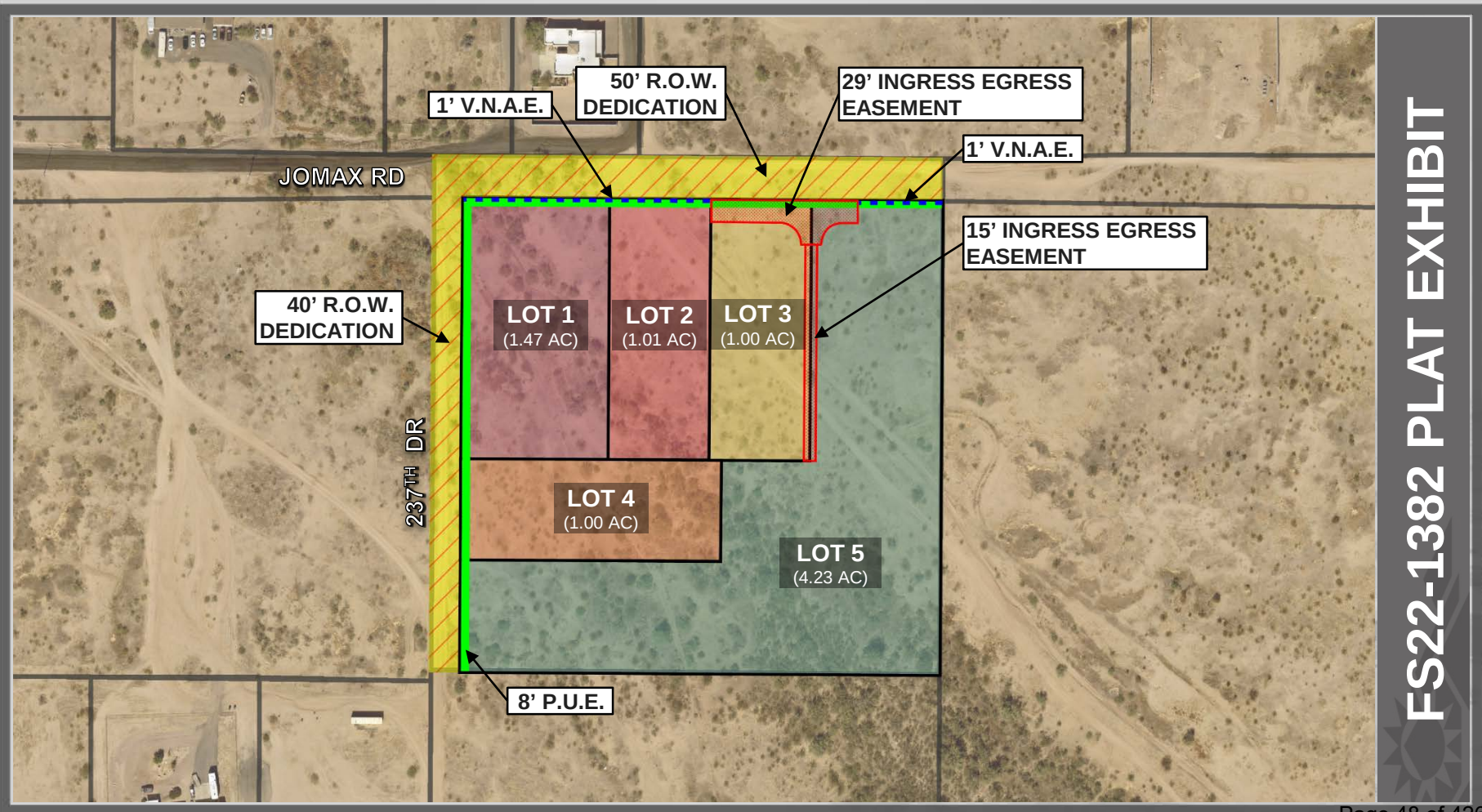
RR

MARICOPA
COUNTY

237TH DR

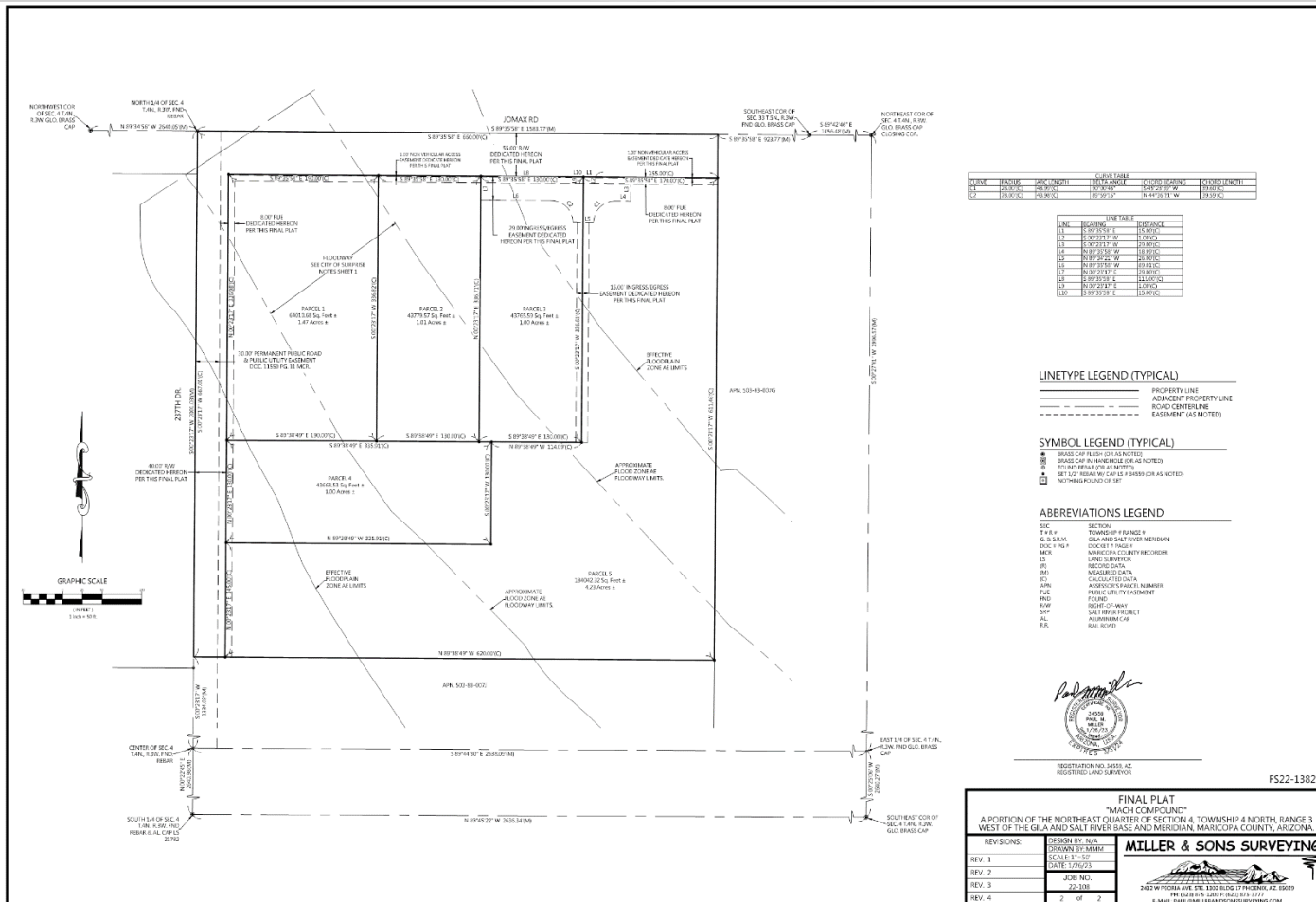
RR

FS22-1382 ZONING MAP





FS22-1382 FINAL PLAT





SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023
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 North 163rd Avenue and East of West Asante Boulevard. Resolution # 2023-18.

Motion:

I move to approve Resolution No. 2023-18.

Background:

The Public Works Department conducted the final inspection of the public improvements for Fulton Homes Escalante Parcel 7 on or about July 8th, 2022, totaling 129,920 SY (approximately 4,060 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, storm drain, water lines and wastewater lines.

Objective Analysis:

The improvements to this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, water lines to convey domestic water to the property, and sewer lines to convey wastewater from the property to the city's public system. 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, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,526,009.11.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2023-18 Infrastructure Escalante Par 7
 2. 02 Letter 1-Notice of Completion09
 3. 03 Project Sign Off Form
 4. 04 Linear Foot Verification
-

RESOLUTION # 2023-18

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 PARCEL 7, GENERALLY LOCATED AT NORTH 163RD AVENUE AND EAST OF WEST ASANTE BOULEVARD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Final Plat Fulton Homes Escalante- Parcel 7" on, September 1st, 2020;

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

WHEREAS, Fulton Homes of Arizona the developer of Escalante, dedicated to the City the Public Improvements, generally located at North 163rd Avenue and East of West Asante Boulevard;

WHEREAS, on or about July 8th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

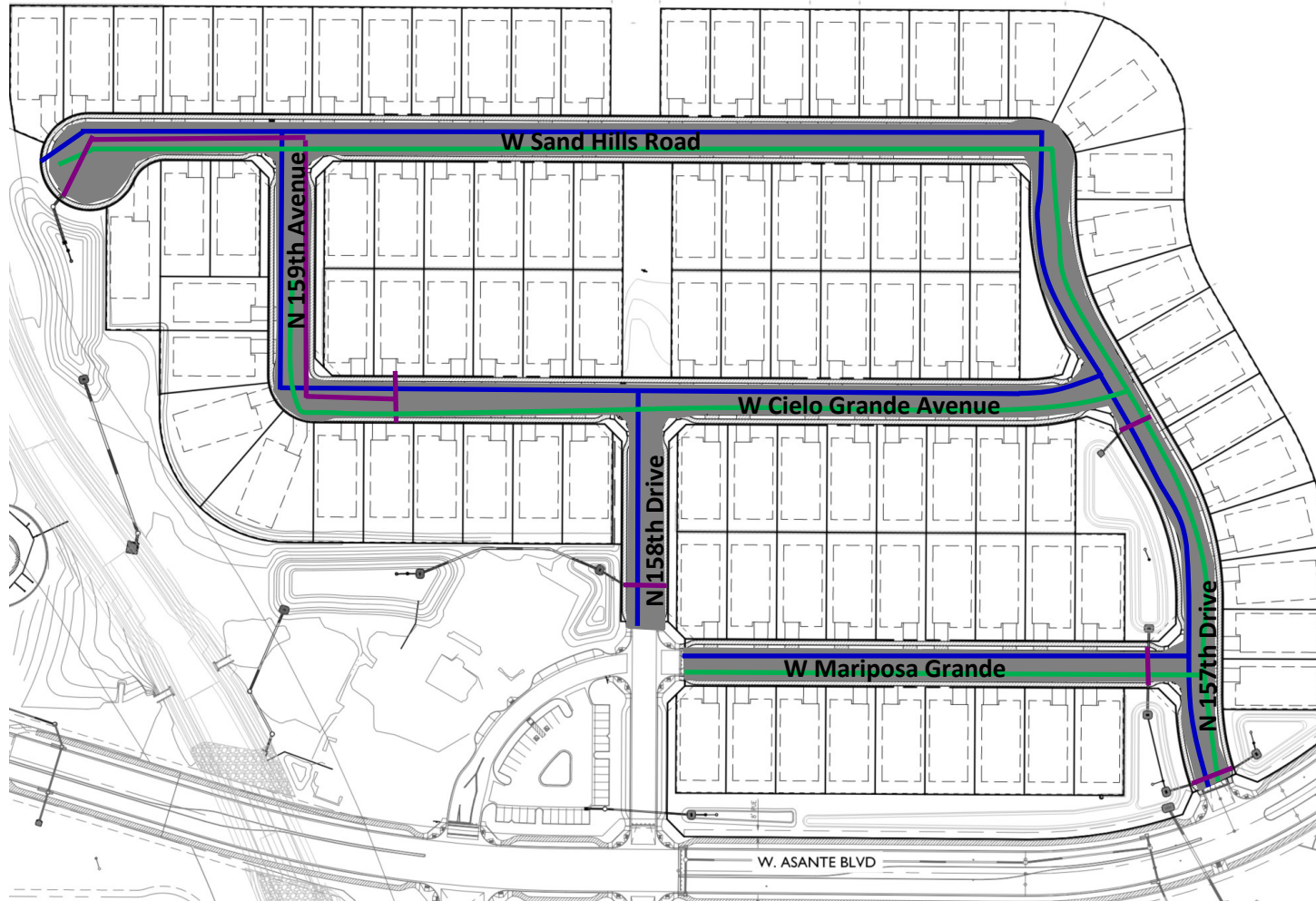
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

Fulton Homes Escalante Parcel 7



INFRASTRUCTURE TO BE ACCEPTED:

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

VICINITY MAP

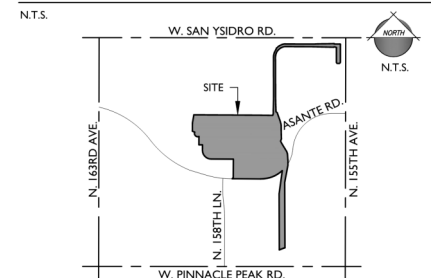


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 01/27/2023
Re: Fulton Homes Escalante Parcel 7

The public improvements for the above project have been completed and are tentatively scheduled for the March 7, 2023 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	\$333,212.26
City Concrete	\$497,201.85
City Sewer	\$293,855.00
City Water	\$284,860.00
City Drainage	\$116,880.00
Total	\$1,526,009.11

December 14, 2022

Fulton Homes
9140 S Kyrene, Suite 202
Tempe, AZ 85284

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR FULTON HOMES
ESCALANTE PARCEL 7 – FS19-726**

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: 7/7/2022 Commercial ☐ Commercial w/Offsite ☒ Residential

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

3/16/2022 Date of Punch-List Walk 5/18/2022 Date Punch-List Completed

FS Number: FS19-726 Permit Number(s): E20P-0493; 0494; 0683; 0684; 0685; 06

Project Name: Fulton Homes Escalante Parcel 7

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

Tammie Borgardt (tborgardt@fultonhomes.com)

9140 S Kyrene Rd 202, Tempe AZ 85034

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
Sand Hills Rd	Local	157th Dr	Cul-de-sac	2	1/4	N/A
Cielo Grande Ave	Local	157th Dr	159th Ave	2	1/4	N/A
Mariposa Grande	Local	157th Dr	158th Dr	2	1/4	N/A
157th Dr	Local	Sand Hills Dr	Asante Blvd	2	1/4	N/A
158th Dr	Local	Cielo Grande Ave	STA 23+79	2	1/4	N/A

MATERIALS:

Asphalt: Vulcan Materials Supplier 1.5 Total Lane Miles 12857 Total Square Yards

Water: 8" PVC C-900 Size/Type 4506 Total LF Size/Type Total LF

 Size/Type Total LF Size/Type Total LF

Sewer: 8" PVC SDR-35 Size/Type 3567 Total LF Size/Type Total LF

 Size/Type Total LF Size/Type Total LF

Storm: 18" RGRCP CL III Size/Type 270 Total LF 24" RGRCP CL III Size/Type 99 Total LF

30" RGRCP CL III Size/Type 748 Total LF 8" PVC SDR-35 Size/Type 35 Total LF

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☒ Final Certification Letter from Engineer of Record

☒ AOC

☒ Complete Geotechnical Testing Packet

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results

☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification

☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification

☒ Updated asbuilt CAD base files (copy on CD)

☒ Sewer Videos with Operators Notes (inc. re-videos)

1 of 2

(Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 7/7/22

Civil Engineering Supervisor: [Signature]

Date: 07/08/2022



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/7/2022 Commercial Commercial w/Offsite ☒ Residential

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

3/16/2022 Date of Punch-List Walk 5/18/2022 Date Punch-List Completed

FS Number: FS19-726 Permit Number(s): E20P-0493; 0494; 0683; 0684; 0685; 06

Project Name: Fulton Homes Escalante Parcel 7

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

Tammie Borgardt (tborgardt@fultonhomes.com)

9140 S Kyrene Rd 202, Tempe AZ 85034

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
159th Ave	Local	Sand Hills Rd	Cielo Grande Ave	2	1/4	N/A

MATERIALS:

Asphalt: _____ Supplier _____ Total Lane Miles _____ Total Square Yards _____

Water: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

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

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

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

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

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

N/A Final Certification Letter from Engineer of Record

☒ Complete Geotechnical Testing Packet

☒ Sewer Pressure Testing Results

☒ Sewer Manhole Vacuum Testing Certification

☒ Sewer Manhole Insecticide Certification

☒ Sewer Videos with Operators Notes (inc. re-videos)

Other 2 of 2

☒ AOC

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Streetlight Energize Letter

☒ As built Documents (PDF copy on CD)

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

APPROVAL:

Civil Inspector: _____

Date: 7/7/22

Civil Engineering Supervisor: _____

Date: _____

FS Case	Project Name	Private Classification		Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)		Lane Miles	Width (pavement)		Pavement Area (ft ²)
		Public	Local							(ft)		
19-726	Fulton Homes Escalante Parcel 7	Public	Local	W Sand Hills Rd	1098.1	0.21	0.25	0.42	32	35,139		
19-726	Fulton Homes Escalante Parcel 7	Public	Local	W Cielo Grande Ave	887.6	0.17	0.25	0.34	32	28,403		
19-726	Fulton Homes Escalante Parcel 7	Public	Local	W Mariposa Grande	662.5	0.13	0.25	0.25	32	21,200		
19-726	Fulton Homes Escalante Parcel 7	Public	Local	N 157th Dr	819.0	0.16	0.25	0.31	32	26,208		
19-726	Fulton Homes Escalante Parcel 7	Public	Local	N 158th Dr	302.1	0.06	0.25	0.11	32	9,667		
19-726	Fulton Homes Escalante Parcel 7	Public	Local	N 159th Ave	290.7	0.06	0.25	0.11	32	9,302		
				Total	4060.0				Total	129,920		



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023
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 utility improvements at N. Citrus Road and W. Enoch Drive. Resolution # 2023-10.

Motion:

I move to approve Resolution No. 2023-10.

Background:

The Public Works Department conducted the final inspection of the public improvements to Rio Rancho Offsite Sewer on or about January 20, 2022, totaling 1,939 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes wastewater lines.

Objective Analysis:

The improvements to this property provide sewer lines to convey wastewater from the property to the city's public system. 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 sewer infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,241,325.06.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported by the City's Wastewater Operations. 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. 02_Notice of Completion Letter
 2. 03_Inspector Sign-Off Form
 3. 04_Linear Foot Verification
 4. 01_Res 2023-10 Accept Rio Rancho Estates Offsite Sewer final
-

01/28/2022

Forestar
Brian Konderik
1661 East Camelback Road / Suite 330
Phoenix, Arizona 85016

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RIO RANCHO ESTATES OFFSITE
SEWER – FS19-157**

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:

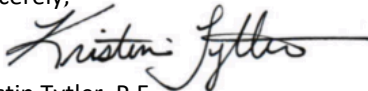
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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: David Mobley, PW Field Engineering Supervisor
Michael Boule, Water Resource Management

Amanda Correia, Finance
Warren Bert, GIS



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 1/20/2021 _____ Commercial _____ Commercial w/Offsite ☒ Residential

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

7/14/2020 Date of Punch-List Walk 7/20/2020 Date Punch-List Completed

FS Number: FS19-157 Permit Number(s): E19P-0815, E19P-0816

Project Name: Rio Rancho Estates Offsite Sewer

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

Forestar (USA) Real Estate Group

20410 N 19 Ave 100, PHX AZ, 85027

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features

MATERIALS:

Asphalt: N/A _____ Supplier _____ Total Lane Miles _____ Total Square Yards _____

Water: N/A _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

Sewer: 12" PVC _____ Size/Type 6,685' Total LF _____ Size/Type _____ Total LF

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

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

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

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

N/A Final Certification Letter from Engineer of Record

☒ AOC

☒ Complete Geotechnical Testing Packet

N/A Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results

N/A Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification

☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification

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

☒ Sewer Videos with Operators Notes (inc. re-videos)

_____ Other _____ (Specify)

APPROVAL:

Civil Inspector: William Valdez

Date: 1/20/22

Civil Engineering Supervisor: _____

Date: 1/20/2022

LEGENDS

LINETYPES

- PROPOSED FIRE HYDRANT
- PROPOSED WATER SERVICE
- EXISTING WATER SERVICE
- PROPOSED REDUCER
- PROPOSED WATER VALVE
- PROPOSED WATER LINE
- EXISTING WATER LINE
- PROP. WELL DELIVERY LINE
- PROPOSED S.S. LINE W/ MANHOLE
- EXISTING S.S. LINE W/ MANHOLE
- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING GAS PIPELINE
- EXISTING TOP OF CURB ELEVATIONS
- EXISTING GROUND SPOT ELEVATIONS
- TOP OF CURB ELEVATIONS
- STORM DRAIN W/ CATCH BASIN
- GRADE BREAK
- DRYWELL
- STREET SIGN
- STREET LIGHT
- ROCK RIP - RAP
- REMOVE EXISTING ASPHALT
- PROPOSED CONTOUR
- EXISTING CONTOUR
- EASEMENT
- RIGHT OF WAY
- BACK, FRONT, & LIP OF CURB
- BOUNDARY LINE
- SIDEWALK
- IRRIGATION SLEEVE

ABBREVIATIONS

- EX EXISTING
- PROP PROPOSED
- B-B BACK TO BACK
- F-F FACE TO FACE
- TP TOP OF PAVEMENT
- TC TOP OF CURB
- G GUTTER
- LF LINEAR FEET
- ROW RIGHT OF WAY
- PUE PUBLIC UTILITY EASEMENT
- HP HIGH POINT
- LP LOW POINT
- T/P TOP OF PIPE
- BW BOTTOM OF RETAINING WALL (FINISHED GRADE)
- TW TOP OF RETAINING WALL
- NG NATURAL GROUND
- FG FINISHED GRADE

SHEET INDEX

- SHEET 1 COVER SHEET
- SHEET 2 NOTES & DETAILS
- SHEET 3 SANITARY SEWER LAYOUT
- SHEETS 4 - 15 SEWER PLAN AND PROFILES

ESTIMATED SANITARY SEWER FACILITIES QUANTITIES FOR CONSTRUCTION PERMIT PHASE 1

ITEM	QUANTITIES	UNIT
12" SDR-35 PVC	6,685	LF
5' DIA. SSMH WITH 30" DIA COVER	19	EA
PER M.A.G. STD. DTL. 422		
EXTRA DEPTH FOR 5' DIA. SSMH	90	VF
CONNECT TO EXISTING	1	EA
REMOVE & REPLACE EX. PAVEMENT	196	SY

ESTIMATED SANITARY SEWER FACILITIES QUANTITIES FOR CONSTRUCTION PERMIT PHASE 2

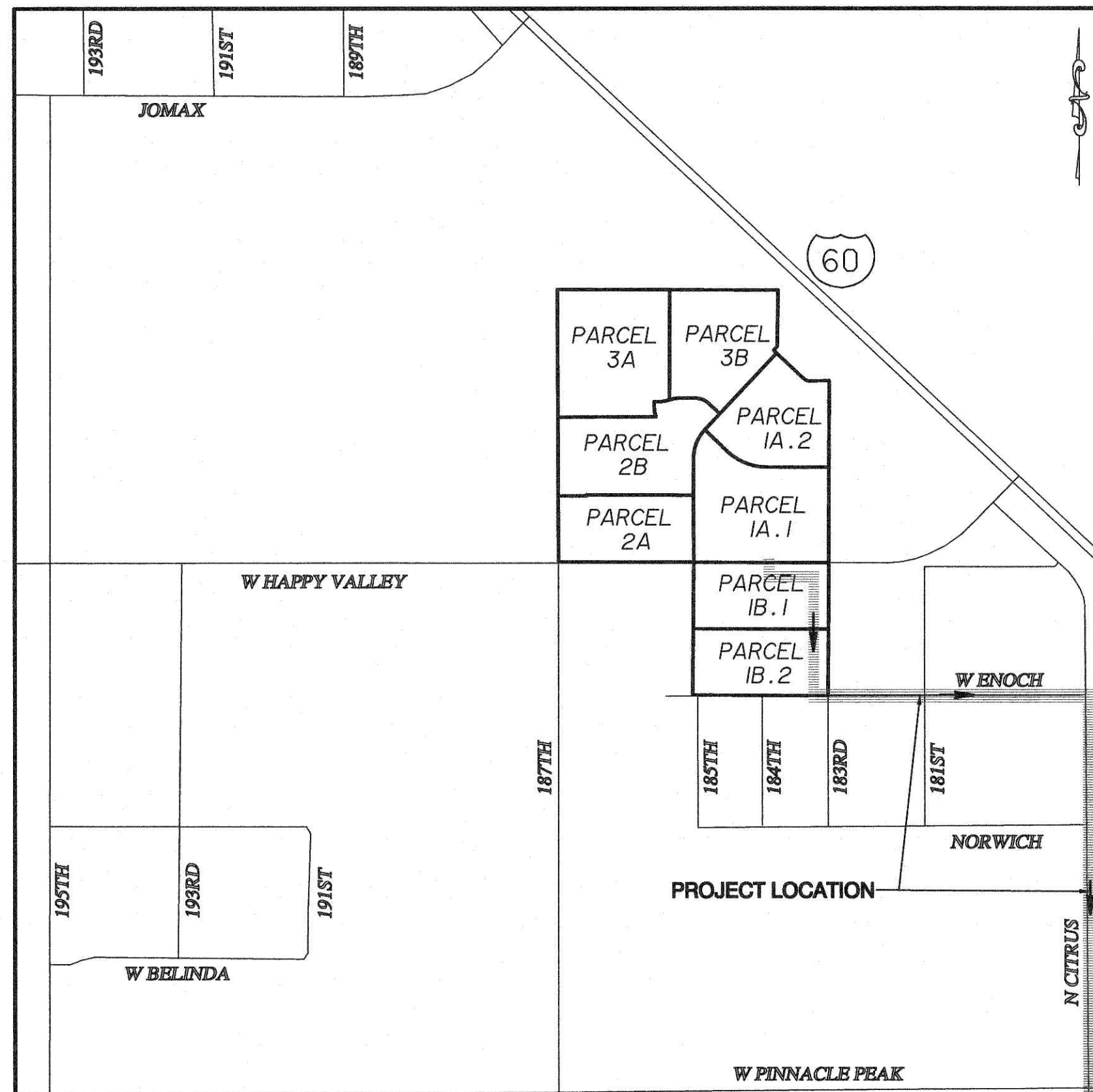
ITEM	QUANTITIES	UNIT
8" SDR-35 PVC	470	LF
10" SDR-35 PVC	1,469	LF
5' DIA. SSMH WITH 30" DIA COVER	10	EA
PER M.A.G. STD. DTL. 422		
EXTRA DEPTH FOR 5' DIA. SSMH	30	VF
4" SEWER SERVICES	24	EA

OFFSITE SANITARY SEWER PLANS FOR RIO RANCHO ESTATES

LOCATED IN
CITY OF SURPRISE,
MARICOPA COUNTY, ARIZONA

OCTOBER 2019

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3 AND THE
NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH,
RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



VICINITY MAP

NOT TO SCALE

BASIS OF BEARINGS

SOUTH 89°44'22" EAST ALONG THE MONUMENT LINE
OF HAPPY VALLEY ROAD AS MEASURED ALONG
THE SOUTHWEST CORNER OF SECTION 3, T4N, R2W.

BENCHMARK

CITY OF SURPRISE BENCHMARK #60
3 1/2" U.S. COAST & GEODETIC SURVEY BRASS CAP
IN 12" X 12" X 6" CONCRETE MONUMENT APPROXIMATELY
45' EAST OF EDGE OF PAVEMENT OF GRAND AVENUE
AND APPROXIMATELY 2340' NW OF THE INTERSECTION
OF HAPPY VALLEY ROAD AND GRAND AVENUE

ELEVATION= 1448.15 (NAVD 88 DATUM)

TOPOGRAPHY ORIGINATION

2018 TOPOGRAPHY PERFORMED BY ARIZONA SURVEYING AND MAPPING.

SOILS REPORT

FINAL GEOTECHNICAL EXPLORATION REPORT FOR RIO RANCHO ESTATES
WAS PREPARED BY GEC-SAB8 DATED 9/08/05. PROJECT NO. 05-0438.R01

UTILITY SERVICES

SEWER	CITY OF SURPRISE
WATER	BEARDSLEY WATER COMPANY
ELECTRICITY	A.P.S.
TELEPHONE	CENTURYLINK
POLICE	CITY OF SURPRISE
FIRE	CITY OF SURPRISE
SOLID WASTE	CITY OF SURPRISE
CATV	COX CABLE

UTILITY NOTIFICATION

THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES,
WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES. THE
CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL NOTES AND/OR
AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE
COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE
REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM
AND THE DESIGN ENGINEER.

UTILITY NOTIFICATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	SUBMITTAL DATE
SEWER	CITY OF SURPRISE	623-222-6141	03/01/2019
WATER	BEARDSLEY WATER	623-975-2424	03/01/2019
SOUTHWEST GAS	FRANCHISE ENGINEERING	602-484-5301	03/01/2019
COX CABLEVISION	CONFLICT REVIEW DEPT.	623-328-3554	03/01/2019
CENTURYLINK	CONFLICT REVIEW LIASON	N/A	03/01/2019
APS	KRISTOPHER LONG	623-975-5712	03/01/2019

MARICOPA COUNTY APPROVAL

THE AUTHORIZED REPRESENTATIVES OF THE FOLLOWING AGENCIES HEREBY ACKNOWLEDGE
OR HAVE ACKNOWLEDGED THEY HAVE REVIEWED AND APPROVED THE DESIGN SHOWN
BY THESE DRAWINGS. CONSTRUCTION MAY BEGIN AFTER ALL APPROPRIATE PERMITS
HAVE BEEN OBTAINED. AGENCIES NOT INVOLVED ARE INDICATED BY N.A.

MARICOPA COUNTY
ENVIRONMENTAL SERVICES
SANITARY SEWER
WWR-19-00248

06-03-2019

AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "AS-BUILT" INFORMATION AS SHOWN
HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT
AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: REGISTERED LAND SURVEYOR John W. Marshall (SEAL)

REGISTRATION NUMBER 53151 DATE 10/20/2020

REVIEWED BY: FIELD ENGINEERING

CITY OF SURPRISE APPROVAL:

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

Munda Lemke
CITY OF SURPRISE ENGINEER

11/07/2019
DATE

FEMA FLOOD ZONE INFORMATION:

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

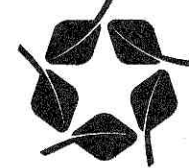
PREPARED BY:

GOODWIN AND MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

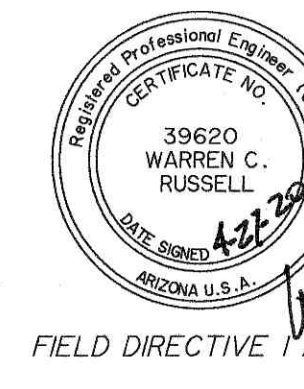
2705 S. Alma School Road, Suite #2
Chandler, Arizona 85286
(602) 218-7285
Contact: Warren Russell

DEVELOPER:



FORESTAR

20410 North 19th Avenue, Suite 100
Phoenix, Arizona 85027
(480) 368-2357
Contact: Brian Konderik



- △ 2020-03-07 REVISED MH'S I - 5 OFFSET TO 31' OFF
- △ 2020-04-27 REVISED MH'S II - 16 TO AVOID EX. W.L.

FIELD DIRECTIVE 1 AND 2

PLAN REVIEW #FS19-157 SHEET: 1 of 15

W:\10692A - Rio Rancho\Plans\Rio Rancho 05 Sewer Enoch.pro Wed May 06 16:32:07 2020

RESOLUTION # 2023-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS – OFFSITE SEWER LINES – AND COMMENCE MAINTENANCE AFTER A TWO YEAR WARRANTY FROM RIO RANCHO ESTATES, GENERALLY LOCATED AT HAPPY VALLEY ROAD AND 183RD AVENUE, AND CONTINUING IN ENOCH DRIVE AND CITRUS ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled “Rio Rancho Estates, Parcel 1B.1” AND “Rio Rancho Estates, Parcel 1B.2” on, April 7th, 2020;

WHEREAS, as a condition of the approval of the final plat, and in compliance with the City Code, the developer installed offsite sewer lines generally tying into the City’s existing sewer system located at or near 183rd Avenue and Happy Valley Road, continuing in Enoch Drive and within N. Citrus Road. The sewer lines are all collectively referred to as “Public Improvements”;

WHEREAS, the developer of Rio Rancho Estates Parcel 1B.1 and 1B.2 dedicated to the City the Public Improvements;

WHEREAS, on or about January 20th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

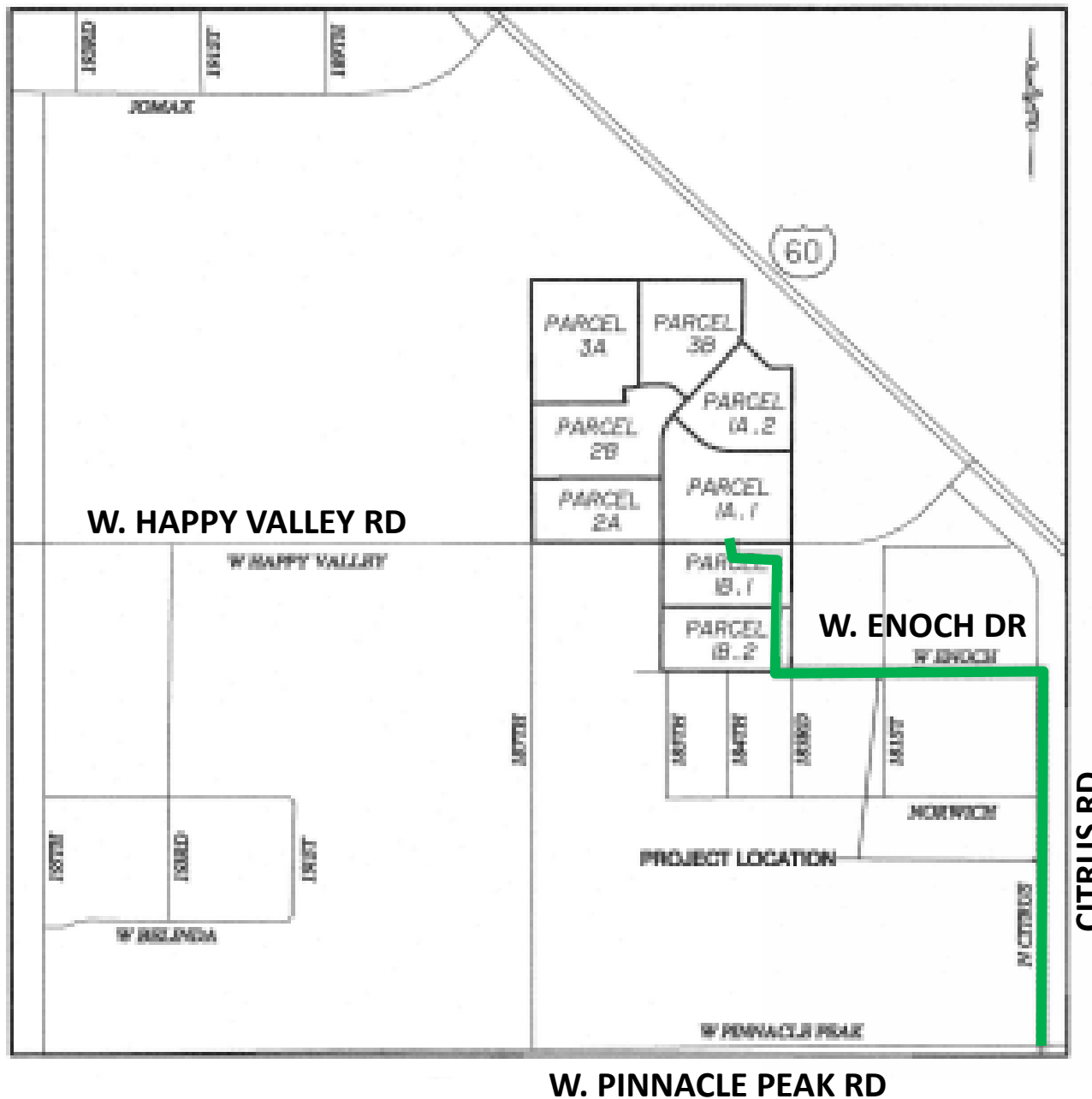
Exhibit A

Map of Infrastructure

EXHIBIT A

Rio Rancho

Offsite Sewer



**INFRASTRUCTURE TO
BE ACCEPTED:**
— SEWER

EXHIBIT B

List and Cost of Improvements



EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 01/31/2023
Re: Rio Rancho Offsite Sewer

The public improvements for the above project have been completed and are tentatively scheduled for the March 7th, 2023 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Sewer	\$1,241,325.06
-------------------	-----------------------



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023
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 Ryder Ranch. Resolution # 2023-19.

Motion:

I move to approve Resolution No. 2023-19.

Background:

The Public Works Department conducted the final inspection of the public improvements to Ryder Ranch on or about August 9th, 2022, totaling 300,716 SY (approximately 8930 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drains and wastewater lines. Domestic water lines are located within the Epcor water jurisdiction.

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 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 \$2,650,893.86.

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 2023-19 Infrastructure at RYDER RANCH
 2. 02 RYDER RANCH - NOC LETTER
 3. 03 Project Sign Off form
 4. 04 Linear Foot Verification
-

RESOLUTION # 2023-19

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 RYDER RANCH GENERALLY LOCATED AT SOUTHEAST CORNER OF WEST SWEETWATER AVENUE AND NORTH OF COTTON LANE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Ryder Ranch Final Plat" on, November 17th, 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 sewer lines, and drainage infrastructure. The roadway improvements, sewer lines and drainage infrastructure are all collectively referred to as "Public Improvements";

WHEREAS, Homes By Towne of Ryder Ranch, LLC the developer of Ryder Ranch dedicated to the City the Public Improvements, generally located at Southeast corner of West Sweetwater Avenue and North of Cotton Lane;

WHEREAS, on or about August 9th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

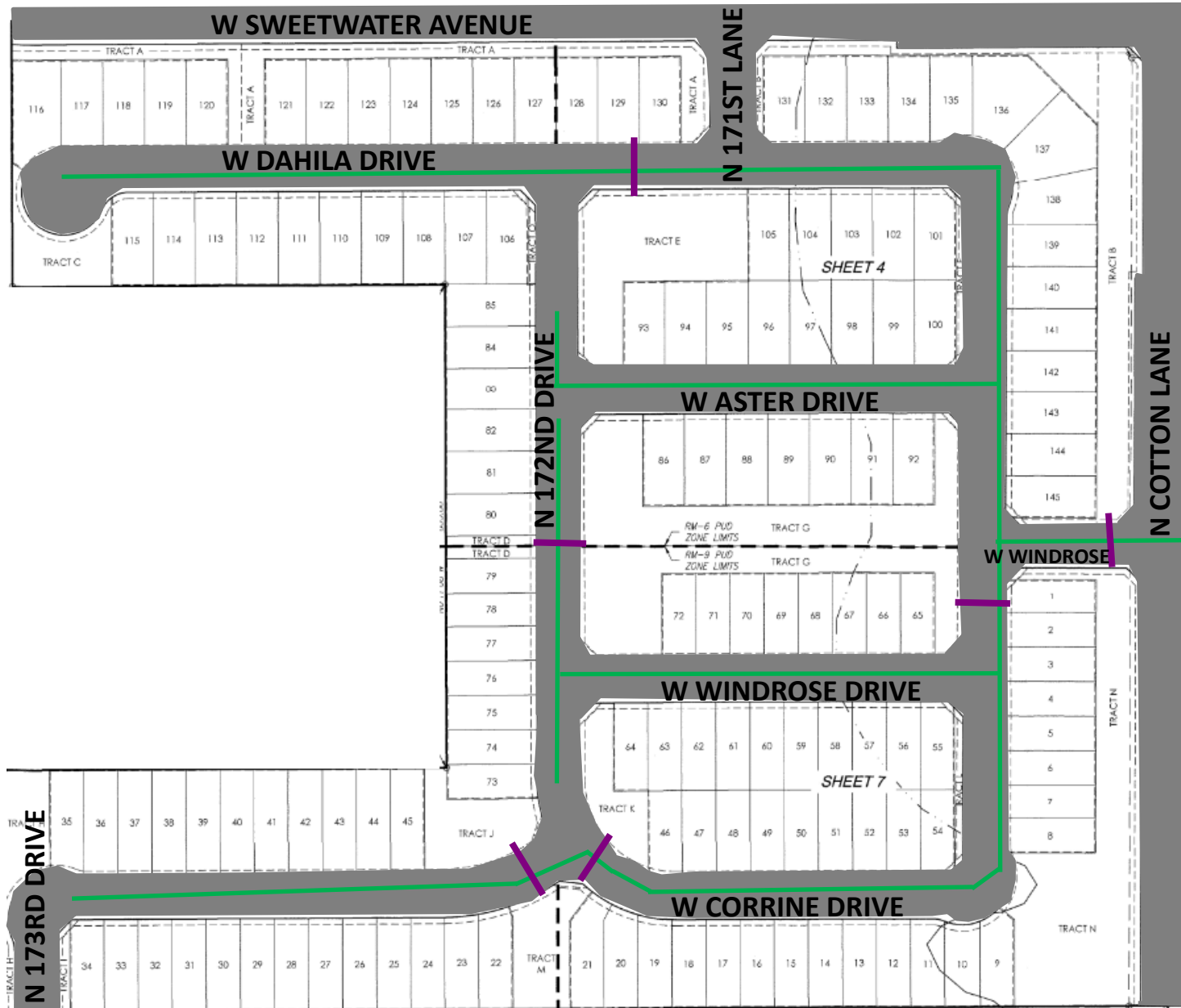
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

Ryder Ranch



INFRASTRUCTURE TO BE ACCEPTED:

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

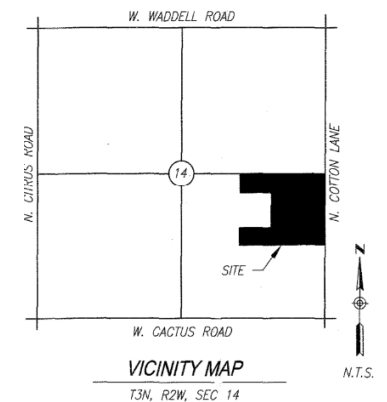


EXHIBIT B

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: 01/30/2023
Re: Ryder Ranch

The public improvements for the above project have been completed and are tentatively scheduled for the March 7th, 2023 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$1,052,803.88
City Concrete	\$842,032.00
City Sewer	\$445,817.00
City Drainage	\$310,240.98
Total	\$2,650,893.86

August 12, 2022

Homes By Towne
706 E Bella Rd #212
Phoenix, AZ 85022

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RYDER RANCH – FS19-364

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: 6/7/22 _____ Commercial _____ Commercial w/Offsite ☒ Residential

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

1/20/22 Date of Punch-List Walk 3/15/22 Date Punch-List Completed

FS Number: FS19-364 Permit Number(s): E19P-1126,1127,1128,1129,1130,1131

Project Name: Ryder Ranch

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

Homes By Towne

706 E Bella Rd Suite 212 Phoenix ,AZ 85022

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Sweetwater ave	Collector	Cotton Ln	Future Tie in	3	1	
Cotton Ln	Collector	Sweetwater ave	Future Tie in	2	3/4	
171st Ln	Local	Sweetwater ave	Dahlia Dr	2	1/4	
Dahlia DR	Local	171st Dr	Cul de sac	2	1/2	
172nd Dr	Local	Dahlia dr	Corrine dr	2	1/2	

MATERIALS:

Asphalt:	<u>Vulcan Materials</u>	Supplier	<u>4.5</u>	Total Lane Miles	<u>29,544</u>	Total Square Yards
Water:	<u>6" PVC C900</u>	Size/Type	<u>494</u>	Total LF	<u>8" PVC C900</u>	Size/Type
	<u>8" DIP</u>	Size/Type	<u>963</u>	Total LF	<u>12" PVC C900</u>	Size/Type
Sewer:	<u>8" SDR 35</u>	Size/Type	<u>3278</u>	Total LF		Size/Type
		Size/Type		Total LF		Size/Type
Storm:	<u>18" RGRCP</u>	Size/Type	<u>376</u>	Total LF	<u>18" HDPE</u>	Size/Type
	<u>36" RGRCP</u>	Size/Type	<u>505</u>	Total LF		Size/Type
Fire Ln:		Size/Type		Total LF		Size/Type

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: [Signature]

Date: 6-7-22

Civil Engineering Supervisor: [Signature]

Date: 8/9/22



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/7/22 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

1/20/22 Date of Punch-List Walk 3/15/22 Date Punch-List Completed

FS Number: FS19-364

Permit Number(s): E19P-1126,1127,1128,1129,1130,1131

Project Name: Ryder Ranch

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

Homes By Towne

706 E Bella Rd Suite 212 Phoenix ,AZ 85022

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Aster DR	Local	172nd dr	171st Dr	2	1/4	
Windrose dr	Local	172nd dr	Cotton In	2	1/4	
Corrine dr	Local	171st dr	173rd Dr	2	1/2	
173rd dr	Local	Corrine dr	Future Tie in	2	1/4	
171st dr	Local	Dahlia dr	Corrine Dr	2	1/4	

MATERIALS:

Asphalt:	<u>Vulcan Materials</u>	Supplier	<u>4.5</u>	Total Lane Miles	<u>29,544</u>	Total Square Yards
Water:	<u>6" PVC C900</u>	Size/Type	<u>494</u>	Total LF	<u>8" PVC C900</u>	Size/Type
	<u>8" DIP</u>	Size/Type	<u>963</u>	Total LF	<u>12" PVC C900</u>	Size/Type
Sewer:	<u>8" SDR 35</u>	Size/Type	<u>3278</u>	Total LF		Total LF
		Size/Type		Total LF		Total LF
Storm:	<u>18" RGRCP</u>	Size/Type	<u>376</u>	Total LF	<u>18" HDPE</u>	Size/Type
	<u>36" RGRCP</u>	Size/Type	<u>505</u>	Total LF		Total LF
Fire Ln:		Size/Type		Total LF		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: 6-7-22

Civil Engineering Supervisor:

Date: 8/9/22

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)
19-364	Ryder Ranch	Public	Local	W. Dahlia Drive	1187.6	0.22	0.25	0.45	32.0	38,003
19-364	Ryder Ranch	Public	Local	W. Aster Drive	553.8	0.10	0.25	0.21	32.0	17,722
19-364	Ryder Ranch	Public	Local	W. Windrose Drive	550.5	0.10	0.25	0.21	32.0	17,616
19-364	Ryder Ranch	Public	Local	W. Windrose Drive	284.2	0.05	0.25	0.11	32.0	9,094
19-364	Ryder Ranch	Public	Local	W. Corrine Drive	575.7	0.11	0.25	0.22	32.0	18,422
19-364	Ryder Ranch	Public	Local	W. Corrine Drive	724.7	0.14	0.25	0.27	32.0	23,190
19-364	Ryder Ranch	Public	Local	N. 171st Drive	959.3	0.18	0.25	0.36	32.0	30,698
19-364	Ryder Ranch	Public	Local	N. 171st Lane	208.1	0.04	0.25	0.08	32.0	6,659
19-364	Ryder Ranch	Public	Local	N. 172nd Drive	871.5	0.17	0.25	0.33	32.0	27,888
19-364	Ryder Ranch	Public	Local	N. 173rd Drive	146.4	0.03	0.25	0.06	32.0	4,685
19-364	Ryder Ranch	Public	Collector	W. Sweetwater Avenue	1548.7	0.29	0.25	0.59	28.0	43,364
19-364	Ryder Ranch	Public	Arterial	N. Cotton Lane	1320.3	0.25	0.25	0.50	48.0	63,374
				Total	8930.8	1.69	1.75	0.00	Total	300,716



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023
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
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Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at North 163rd Avenue and East of West Asante Boulevard. Resolution # 2023-24.

Motion:

I move to approve Resolution No. 2023-24.

Background:

The Public Works Department conducted the final inspection of the public improvements for Fulton Homes Escalante Parcel 6 on or about August 24, 2022, totaling 154,912 SY (approximately 4841 LF) and determined that the infrastructure was compliant and acceptable to the City. The infrastructure includes asphalt pavement, concrete, storm drain, water lines and wastewater lines.

Objective Analysis:

The improvements to this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, water lines to convey domestic water to the property, and sewer lines to convey wastewater from the property to the city's public system. 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, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$ 1,802,011.16.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2023-24 Infrastructure Escalante Parcel 6
 2. 02 FS19-724 FH ESCALANTE PARCEL 6 - NOC
 3. 03 FS19-724 Project Sign Off Form09212022151447
 4. 04 Liner Foot Verification
-

RESOLUTION # 2023-24

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 PARCEL 6, GENERALLY LOCATED AT NORTH 163RD AVENUE AND EAST OF WEST ASANTE BOULEVARD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Fulton Homes Escalante- Parcel 6" on, September 20th, 2020;

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

WHEREAS, Fulton Homes Corporation the developer of Escalante, dedicated to the City the Public Improvements, generally located at North 163rd Avenue and East of West Asante Boulevard;

WHEREAS, on or about August 24th, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2023.

Skip Hall, Mayor

Attest:

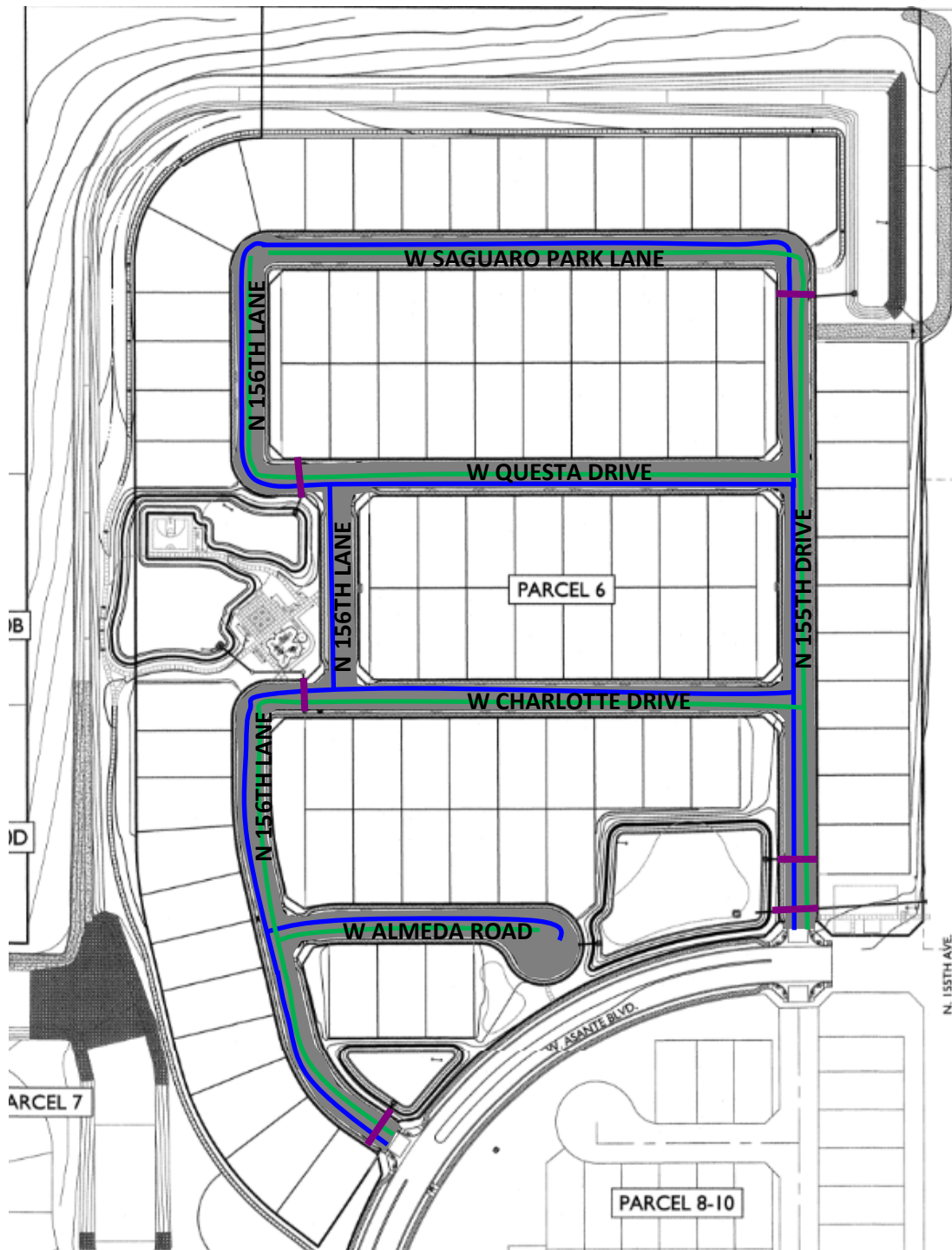
Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure



**INFRASTRUCTURE TO
BE ACCEPTED:**

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

EXHIBIT

A

Fulton Homes Escalante Parcel 6

VICINITY MAP



EXHIBIT B

List and Cost of Improvements



EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 02/06/2023
Re: FULTON HOMES ESCALANTE Parcel 6

The public improvements for the above project have been completed and are tentatively scheduled for the March 7th, 2023 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$424,874.10
City Concrete	\$729,122.86
City Sewer	\$311,430.00
City Water	\$294,320.00
City Drainage	\$42,264.20
Total	\$ 1,802,011.16

September 16, 2022

Fulton Homes
9140 S Kyrene Rd #202
Tempe, AZ 85284

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR FULTON HOMES
ESCALANTE PARCEL 6 – FS19-724**

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: 8/18/2022 Commercial Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)

5/10/2022 Date of Punch-list Walk 7/29/2022 Date Punch-list Completed

FS Number: FS19-724 Permit Number(s): E20P-0490; 0491; 0840; 0841; 0842; 0843; 0844; 0845; 0

Project Name: Fulton Homes Escalante Parcel 6

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

Tammie Borgardt (tborgardt@fultonhomes.com)

9140 S Kyrene Rd 202 Tempe, AZ 85284

MAG TIP Reporting:

Street Name	Classification	Beginning Limits	End Limits	# Lanes	Length to nearest 1/4 mile	Features
N 156th Ln	Local	W Asante Blvd	W Charlotte Dr	2	1/4	N/A
N156th Dr	Local	W Charlotte Dr	W Questa Dr	2	1/4	N/A
N 156th Ln	Local	W Questa Dr	W Saguaro Peak Ln	2	1/4	N/A

MATERIALS:

Asphalt:	Supplier	Total Lane Miles	Total Square Yards
Water:	Size/Type	Total LF	Size/Type
	Size/Type	Total LF	Size/Type
Sewer:	Size/Type	Total LF	Size/Type
	Size/Type	Total LF	Size/Type
Storm:	Size/Type	Total LF	Size/Type
	Size/Type	Total LF	Size/Type
Fire Ln:	Size/Type	Total LF	Size/Type

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

Page 2 of 2

(Specify)

APPROVAL:

Civil Inspector: Jose Belman

Date: 8/18/2022

Civil Engineering Supervisor: D. Muhl

Date: 8/24/22

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)
19-724	Fulton Homes Escalante Parcel 6	Public	Local	W. Saguaro Park Lane	745.6	0.14	0.25	0.28	32	23,859
19-724	Fulton Homes Escalante Parcel 6	Public	Local	W. Questa Drive	750.5	0.14	0.25	0.28	32	24,016
19-724	Fulton Homes Escalante Parcel 6	Public	Local	W. Charlotte Drive	760.4	0.14	0.25	0.29	32	24,333
19-724	Fulton Homes Escalante Parcel 6	Public	Local	W. Alameda Road	347.5	0.07	0.25	0.13	32	11,120
19-724	Fulton Homes Escalante Parcel 6	Public	Local	N. 155th Avenue	932.9	0.18	0.25	0.35	32	29,853
19-724	Fulton Homes Escalante Parcel 6	Public	Local	N. 156th Lane	672.4	0.13	0.25	0.25	32	21,517
19-724	Fulton Homes Escalante Parcel 6	Public	Local	N. 156th Drive	326.4	0.06	0.25	0.12	32	10,445
19-724	Fulton Homes Escalante Parcel 6	Public	Local	N. 156th Lane	305.3	0.06	0.25	0.12	32	9,770
				Total	4841.0				Total	154,912



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023
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
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Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements on Sunrise Parcel A. Resolution # 2023-20.

Motion:

I move to approve Resolution No. 2023-20.

Background:

The Public Works Department conducted the final inspection of the public improvements for Sunrise Parcel A on or about September 22, 2022, totaling 282,203 SY (approximately 8300 LF) and determined that the infrastructure was compliant and acceptable to the City. The infrastructure includes asphalt pavement, storm drains, water lines, and wastewater lines.

Objective Analysis:

The improvements to this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

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, sewer, water, and storm drain infrastructure increases the City's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$3,045,436.90.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's

HURF, Water Operations, Wastewater Operations, and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated into future years' budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2023-20 Accept Infrastructure Sunrise Parcel A.final
 2. 02 FS19-595 SUNRISE RANCH PARCEL A - NOC LETTER
 3. 03 Inspector Sign Off Form
 4. 04 Linear Foot Verification
-

RESOLUTION # 2023-20

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 SUNRISE PARCEL A GENERALLY LOCATED AT NORTHEAST CORNER OF NORTH 171ST AVENUE AND WEST JOMAX ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Final Plat for Sunrise- Parcel A" on, Northeast corner of North 171st Avenue and West Jomax Road;

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

WHEREAS, GWH Sunrise, LLC the developer of Sunrise, dedicated to the City the Public Improvements, generally located at Northeast corner of North 171st Avenue and West Jomax Road;

WHEREAS, on or about September 22nd, 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 _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

Sunrise Parcel A



INFRASTRUCTURE TO BE ACCEPTED:

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

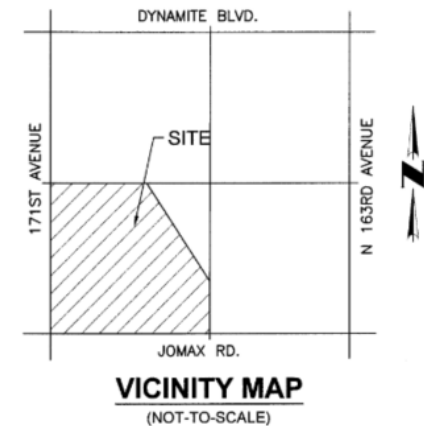


EXHIBIT B

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: 1/31/2023
Re: SUNRISE PARCEL A

The public improvements for the above project have been completed and are tentatively scheduled for the March 7, 2023 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	\$746,499.20
City Concrete	\$880,249.90
City Sewer	\$430,354.90
City Water	\$515,183.00
City Drainage	\$473,149.90
Total	\$3,045,436.90

October 7, 2022

Landsea Homes
7600 E Doubletree Ranch Rd
Suite 240
Scottsdale, AZ 85258

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR SUNRISE RANCH
PARCEL A – FS19-595**

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: 9/15/2022 Commercial Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)

6/7/2022 Date of Punch-list Walk 8/22/2022 Date Punch-list Completed

FS Number: FS19-959-595 Permit Number(s): E20P-0083; 0084; 0085; 0086; 0087; 0088; 0089; 0090; C
Project Name: Sunrise Parcel A
Project Developer/Builder: (Name/Email, Address)
Shelly Murphy (smurphy@landseahomes.com)
7600 E Doubletree Ranch Rd Scottsdale, AZ 85258

MAG TIP Reporting:

Street Name	Classification	Beginning Limits	End Limits	# Lanes	Length to nearest 1/4 mile	Features
W Spur Drive	Local	Cul-De-Sac	N 170th Lane	2	0.25	N/A
W Cavedale Drive	Local	STA 12+90.55	N 170th Lane	2	0.25	N/A
W Molly Lane	Local	N 169th Drive	N 170th Lane	2	0.25	N/A
W Maya Way	Local	N 169th Drive	N 170th Lane	2	0.25	N/A
W Red Bird Road	Local	N 169th Drive	N 170th Lane	2	0.25	N/A

MATERIALS:

Asphalt:	<u>Southwest Asphalt</u>	Supplier	<u>3</u>	Total Lane Miles	<u>26,929</u>	Total Square Yards
Water:	<u>8" C-900</u>	Size/Type	<u>8220</u>	Total LF	<u>8" DIP</u>	Size/Type
		Size/Type		Total LF		Size/Type
Sewer:	<u>8" SDR-35</u>	Size/Type	<u>6838</u>	Total LF		Size/Type
		Size/Type		Total LF		Size/Type
Storm:	<u>18" RGRCP IV</u>	Size/Type	<u>167</u>	Total LF	<u>24" RGRCP IV</u>	Size/Type
	<u>18" RGRCP V</u>	Size/Type	<u>39</u>	Total LF	<u>30" RGRCP V</u>	Size/Type
Fire Ln:	<u>N/A</u>	Size/Type		Total LF		Size/Type

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

<u>XX</u> Copy of Punch List	<u>XX</u> AOC
<u>N/A</u> Final Certification Letter from Engineer of Record	<u>XX</u> Asphalt Concrete Ticket w/Name of Contractor
<u>XX</u> Complete Geotechnical Testing Packet	<u>XX</u> Streetlight Energize Letter
<u>XX</u> Sewer Pressure Testing Results	<u>XX</u> As built Documents (PDF copy on CD)
<u>XX</u> Sewer Manhole Vacuum Testing Certification	<u>N/A</u> Updated asbuilt CAD base files (copy on CD)
<u>XX</u> Sewer Manhole Insecticide Certification	
<u>XX</u> Sewer Videos with Operators Notes (inc. re-videos)	
<u>XX</u> Other _____	Page 1 of 3 (Specify)

APPROVAL:

Civil Inspector: Jose Belman
Civil Engineering Supervisor: [Signature]

Date: 9/15/2022
Date: 9/22/22



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 9/15/2022 Commercial Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)

6/7/2022 Date of Punch-list Walk 8/22/2022 Date Punch-list Completed

FS Number: FS19-959-595 Permit Number(s): E20P-0083; 0084; 0085; 0086; 0087; 0088; 0089; 0090; 0091

Project Name: Sunrise Parcel A

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

Shelly Murphy (smurphy@landseahomes.com)

7600 E Doubletree Ranch Rd Scottsdale, AZ 85258

MAG TIP Reporting:

Street Name	Classification	Beginning Limits	End Limits	# Lanes	Length to nearest 1/4 mile	Features
W Bajada Road	Local	N 170th Ave	N 171st Ave	2	0.25	N/A
N 169th Ave	Local	W Jomax Road	W Cavedale Drive	2	0.25	N/A
N 169th Lane	Local	W Spur Drive	W Cavedale Drive	2	0.25	N/A
N 170th Lane	Local	W Spur Drive	W Cavedale Drive	2	0.25	N/A
N 170th Ave	Local	W Cavedale Drive	W Molly Drive	2	0.25	N/A

MATERIALS:

Asphalt:	Supplier	Total Lane Miles	Total Square Yards
Water:	Size/Type	Total LF	Total LF
	Size/Type	Total LF	Total LF
Sewer:	Size/Type	Total LF	Total LF
	Size/Type	Total LF	Total LF
Storm:	18" HDPE Size/Type	249 Total LF	24" HDPE Size/Type
	30" HDPE Size/Type	75 Total LF	104 Total LF
Fire Ln:	N/A Size/Type	Total LF	Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

XX Other Page 2 of 3 (Specify)

APPROVAL:

Civil Inspector: Jose Belman

Date: 9/15/2022

Civil Engineering Supervisor: _____

Date: _____



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 9/15/2022 Commercial ☐ Commercial w/Offsite ☐ XX Residential

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

6/7/2022 Date of Punch-list Walk 8/22/2022 Date Punch-list Completed

FS Number: FS19-959 595 Permit Number(s): E20P-0083; 0084; 0085; 0086; 0087; 0088; 0089; 0090; 0091

Project Name: Sunrise Parcel A

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

Shelly Murphy (smurphy@landseahomes.com)

7600 E Doubletree Ranch Rd Scottsdale, AZ 85258

MAG TIP Reporting:

Street Name	Classification	Beging Limits	End Limits	# Lanes	Length to nearest 1/4 mile	Features
N 169th Drive	Local	W Cavedale Drive	W RedBird Road	2	0.25	N/A
N 170th Lane	Local	W Molly Drive	W RedBird Road	2	0.25	N/A
N 170th Ave	Local	W Molly Drive	W RedBird Road	2	0.25	N/A

MATERIALS:

Asphalt:	_____	Supplier	_____	Total Lane Miles	_____	Total Square Yards	_____
Water:	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
Sewer:	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
Storm:	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
	_____	Size/Type	_____	Total LF	_____	Size/Type	_____
Fire Ln:	<u>N/A</u>	Size/Type	_____	Total LF	_____	Size/Type	_____

Additional Comments: _____

SUPPORTING DOCUMENTATION REQUIRED:

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

XX Other _____ Page 3 of 3 (Specify)

APPROVAL:

Civil Inspector: Jose Belman

Date: 9/15/2022

Civil Engineering Supervisor: _____

Date: _____

FS Case	Project Name	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft ²)
19-595	Sunrise Parcel A	Public	Local	W. Spur Drive	837.6	0.16	0.25	0.32	34.0	28,478
19-595	Sunrise Parcel A	Public	Local	W. Cavedale Drive	1072.5	0.20	0.25	0.41	34.0	36,465
19-595	Sunrise Parcel A	Public	Local	W. Molly Lane	885.7	0.17	0.25	0.34	34.0	30,114
19-595	Sunrise Parcel A	Public	Local	W Maya Way	882.4	0.17	0.25	0.33	34.0	30,002
19-595	Sunrise Parcel A	Public	Local	W. Red Bird Road	882.4	0.17	0.25	0.33	34.0	30,002
19-595	Sunrise Parcel A	Public	Local	W Bajada Rd	631.2	0.12	0.25	0.24	34.0	21,461
19-595	Sunrise Parcel A	Public	Local	N. 169th Avenue	555.3	0.11	0.25	0.21	34.0	18,880
19-595	Sunrise Parcel A	Public	Local	N. 169th Lane	291.4	0.06	0.25	0.11	34.0	9,908
19-595	Sunrise Parcel A	Public	Local	N. 170th Lane	274.4	0.05	0.25	0.10	34.0	9,330
19-595	Sunrise Parcel A	Public	Local	N. 170th Avenue	305.2	0.06	0.25	0.12	34.0	10,377
19-595	Sunrise Parcel A	Public	Local	N. 169th Drive	880.0	0.17	0.25	0.33	34.0	29,920
19-595	Sunrise Parcel A	Public	Local	N. 170th Lane	579.6	0.11	0.25	0.22	34.0	19,706
19-595	Sunrise Parcel A	Public	Local	N. 170th Avenue	222.4	0.04	0.25	0.08	34.0	7,562
				Total	8300.1				Total	282,203

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CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023
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
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Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements on Sunrise Parcel B. Resolution # 2023-21.

Motion:

I move to approve Resolution No. 2023-21.

Background:

The Public Works Department conducted the final inspection of the public improvements for Sunrise Parcel B on or about September 22, 2022, totaling 199,978 SY (approximately 6249 LF) and determined that the infrastructure was compliant and acceptable to the City. The infrastructure includes asphalt pavement, storm drains, water lines, and wastewater lines.

Objective Analysis:

The improvements to this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

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, sewer, water, and storm drain infrastructure increases the City's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$2,486,762.04.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported by the city's HURF,

Water Operations, Wastewater Operations, and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated into future years' budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2023-21 Accept Infrastructure Sunrise Parcel B.cao
 2. 02 FS19-596 Sunrise Parcel B - NOC Letter
 3. 03 Inspector Sign Off Form
 4. 04 Linear Foot Verification
-

RESOLUTION # 2023-21

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 SUNRISE PARCEL B, GENERALLY LOCATED AT NORTH 169TH AVENUE AND WEST JOMAX ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Final Plat for Sunrise- Parcel B" on, North 169th Avenue and West Jomax Road;

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

WHEREAS, GWH Sunrise, LLC the developer of Sunrise Parcel B, dedicated to the City the Public Improvements, generally located at North 169th Avenue and West Jomax Road;

WHEREAS, on or about September 22nd, 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 _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

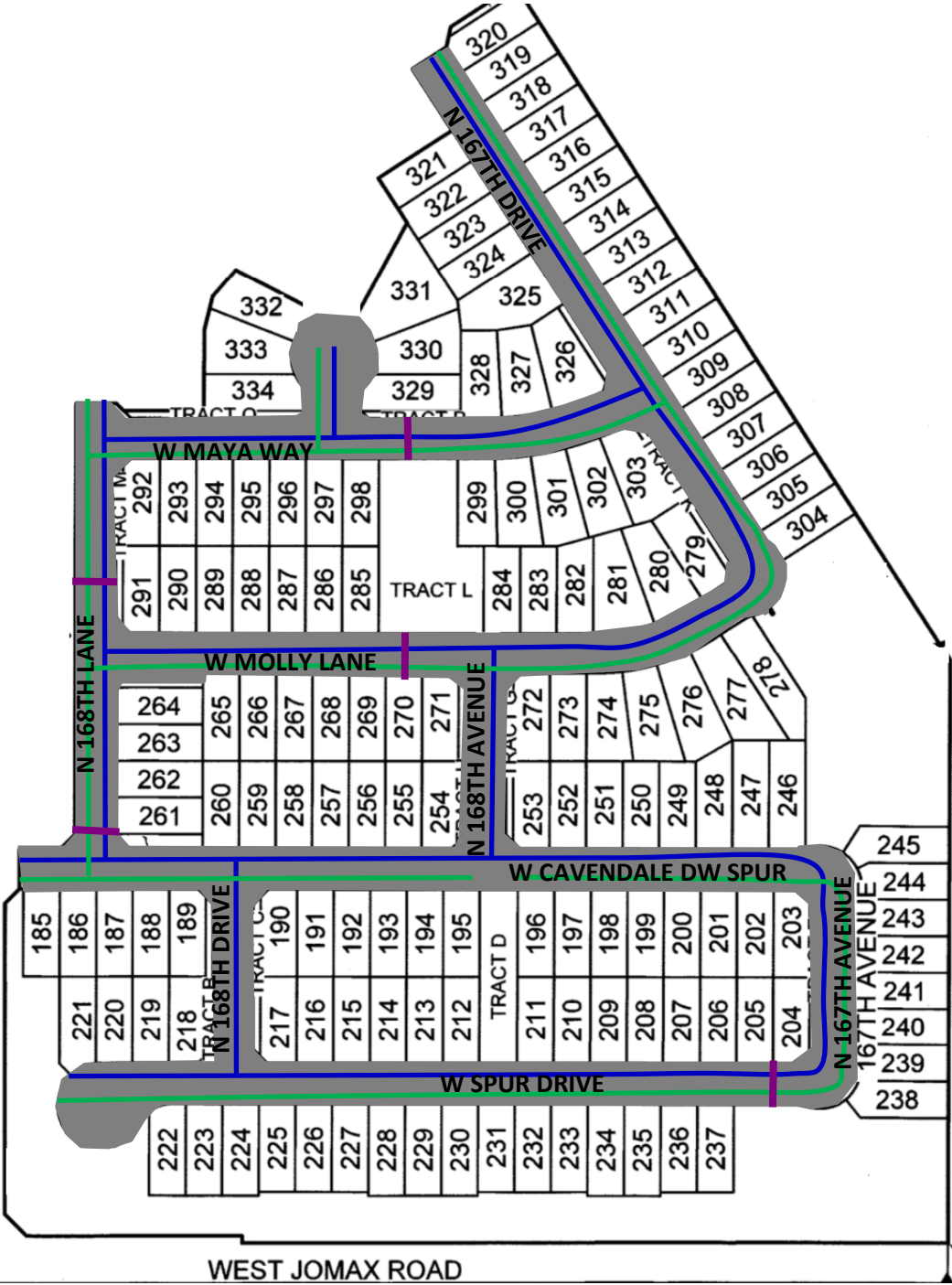
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

Sunrise Parcel B



INFRASTRUCTURE TO BE ACCEPTED:

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

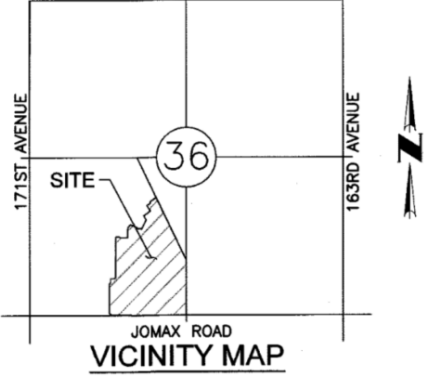


EXHIBIT B

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: 02/03/2023
Re: SUNRISE PARCEL B

The public improvements for the above project have been completed and are tentatively scheduled for the March 7th, 2023 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	\$634,348.10
City Concrete	\$808,072.34
City Sewer	\$365,471.00
City Water	\$384,760.20
City Drainage	\$294,110.40
Total	\$2,486,762.04

October 7, 2022

Landsea Homes
7600 E Doubletree Ranch Rd
Suite 240
Scottsdale, AZ 85258

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR SUNRISE PARCEL B – FS19-596

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: 9/15/2022 Commercial Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)

6/15/2022 Date of Punch-list Walk 8/11/2022 Date Punch-list Completed

FS Number: FS19-596 Permit Number(s): E20P-0093; 0094; 0095; 0096; 0097; 0098; 0099; 0

Project Name: Sunrise Parcel B

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

Shelly Murphy (smurphy@landseahomes.com)

7600 E Doubletree Ranch Rd, Scottsdale AZ 85258

MAG TIP Reporting:

Street Name	Classification	Beginning Limits	End Limits	# Lanes	Length to nearest 1/4 mile	Features
W Spur Drive	Local	N 167th Ave	Cul-De-Sac	2	1/4	N/A
W Cavedale Drive	Local	N 167th Ave	STA 20+90	2	1/4	N/A
W Molly Lane	Local	N 167th Drive	N 168th Lane	2	1/4	N/A
W Maya Way	Local	N 167th Drive	N 168th Lane	2	1/4	N/A
N 168th Court	Local	W Maya Way	Cul-De Sac	2	1/4	N/A

MATERIALS:

Asphalt:	<u>Vulcan Materials</u>	Supplier	<u>2.5</u>	Total Lane Miles	<u>20,377</u>	Total Square Yards
Water:	<u>8" C-900 PVC</u>	Size/Type	<u>6241</u>	Total LF	<u>8" DIP</u>	Size/Type
		Size/Type		Total LF		Size/Type
Sewer:	<u>8" SDR-35 PVC</u>	Size/Type	<u>6658</u>	Total LF		Size/Type
		Size/Type		Total LF		Size/Type
Storm:	<u>18" RGRCP IV</u>	Size/Type	<u>96</u>	Total LF	<u>24" RGRCP IV</u>	Size/Type
	<u>18" RGRCP V</u>	Size/Type	<u>32</u>	Total LF	<u>18" HDPE</u>	Size/Type
Fire Ln:		Size/Type		Total LF		Size/Type

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

Page 1 of 2

APPROVAL:

Civil Inspector: Jose Belman

Date: 9/15/2022

Civil Engineering Supervisor: D. J. Mahly

Date: 9/22/22



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 9/15/2022 Commercial Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)

6/15/2022 Date of Punch-list Walk 8/11/2022 Date Punch-list Completed

FS Number: FS19-596 Permit Number(s): -0093; 0094; 0095; 0096; 0097; 0098; 0099; 0100;

Project Name: Sunrise Parcel B

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

Shelly Murphy (smurphy@landseahomes.com)

7600 E Doubletree Ranch Rd, Scottsdale AZ 85258

MAG TIP Reporting:

Street Name	Classification	Beginning Limits	End Limits	# Lanes	Length to nearest 1/4 mile	Features
N 167th Ave	Local	W Spur Drive	W Cavedale Drive	2	1/4	N/A
N 167th Drive	Local	W Molly Lane	STA 28+95	2	1/4	N/A
N 168th Drive	Local	W Spur Drive	W Cavedale Drive	2	1/4	N/A
N 168th Ave	Local	W Cavedale Drive	W Molly Lane	2	1/4	N/A
N 168th Lane	Local	W Cavedale Drive	STA 16+37	2	1/4	N/A

MATERIALS:

Asphalt:	Supplier	Total Lane Miles	Total Square Yards
Water:	Size/Type	Total LF	Total LF
	Size/Type	Total LF	Total LF
Sewer:	Size/Type	Total LF	Total LF
	Size/Type	Total LF	Total LF
Storm:	24" HDPE	65	30" HDPE
	36" HDPE	116	
Fire Ln:	Size/Type	Total LF	Total LF
	Size/Type	Total LF	Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

Page 2 of 2

APPROVAL:

Civil Inspector: Jose Belman

Date: 9/15/2022

Civil Engineering Supervisor: _____

Date: _____

FS Case	Project Name	Private/Public	Classification	Roadway	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft ²)
19-596	Sunrise Parcel B	Public	Local	W. Spur Drive	985.4	0.19	0.25	0.37	32.0	31,533
19-596	Sunrise Parcel B	Public	Local	W. Cavedale Drive	1105.9	0.21	0.25	0.42	32.0	35,389
19-596	Sunrise Parcel B	Public	Local	W. Molly Lane	928.8	0.18	0.25	0.35	32.0	29,722
19-596	Sunrise Parcel B	Public	Local	W. Maya Way	753.1	0.14	0.25	0.29	32.0	24,099
19-596	Sunrise Parcel B	Public	Local	N. 168th Court	90.9	0.02	0.25	0.03	32.0	2,909
19-596	Sunrise Parcel B	Public	Local	N. 167th Avenue	297.1	0.06	0.25	0.11	32.0	9,507
19-596	Sunrise Parcel B	Public	Local	N. 167th Drive	836.3	0.16	0.25	0.32	32.0	26,762
19-596	Sunrise Parcel B	Public	Local	N. 168th Drive	313.4	0.06	0.25	0.12	32.0	10,029
19-596	Sunrise Parcel B	Public	Local	N. 168th Avenue	305.2	0.06	0.25	0.12	32.0	9,766
19-596	Sunrise Parcel B	Public	Local	N. 168th Lane	633.2	0.12	0.25	0.24	32.0	20,262
				Total	6249.3				Total	199,978

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CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023
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
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Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Sunrise Parcel D. Resolution # 2023-22.

Motion:

I move to approve Resolution No. 2023-22.

Background:

The Public Works Department conducted the final inspection of the public improvements for Sunrise Parcel D on or about September 22, 2022, totaling 99,683 SY (approximately 3115 LF) and determined that the infrastructure was compliant and acceptable to the City. The infrastructure includes asphalt pavement, storm drains, water lines, and wastewater lines.

Objective Analysis:

The improvements to this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

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, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,133,956.74.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported by the City's HURF,

Water Operations, Wastewater Operations, and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated into future years' budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2023-22 Accept Infrastructure Sunrise Par D
 2. 02 FS19-598 Sunrise Parcel D - NOC Letter
 3. 03 Inspector Sign Off Form
 4. 04 Linear Foot Verification
-

RESOLUTION # 2023-22

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 SUNRISE PARCEL D, GENERALLY LOCATED AT NORTHEAST CORNER OF NORTH 171ST AVENUE AND WEST JOMAX ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled “Final Plat for Sunrise- Parcel D” on, Northeast corner of North 171st Avenue and West Jomax Road;

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

WHEREAS, GWH Sunrise, LLC the developer of Sunrise, dedicated to the City the Public Improvements, generally located at Northeast corner of North 171st Avenue and West Jomax Road;

WHEREAS, on or about September 22nd, 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 _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

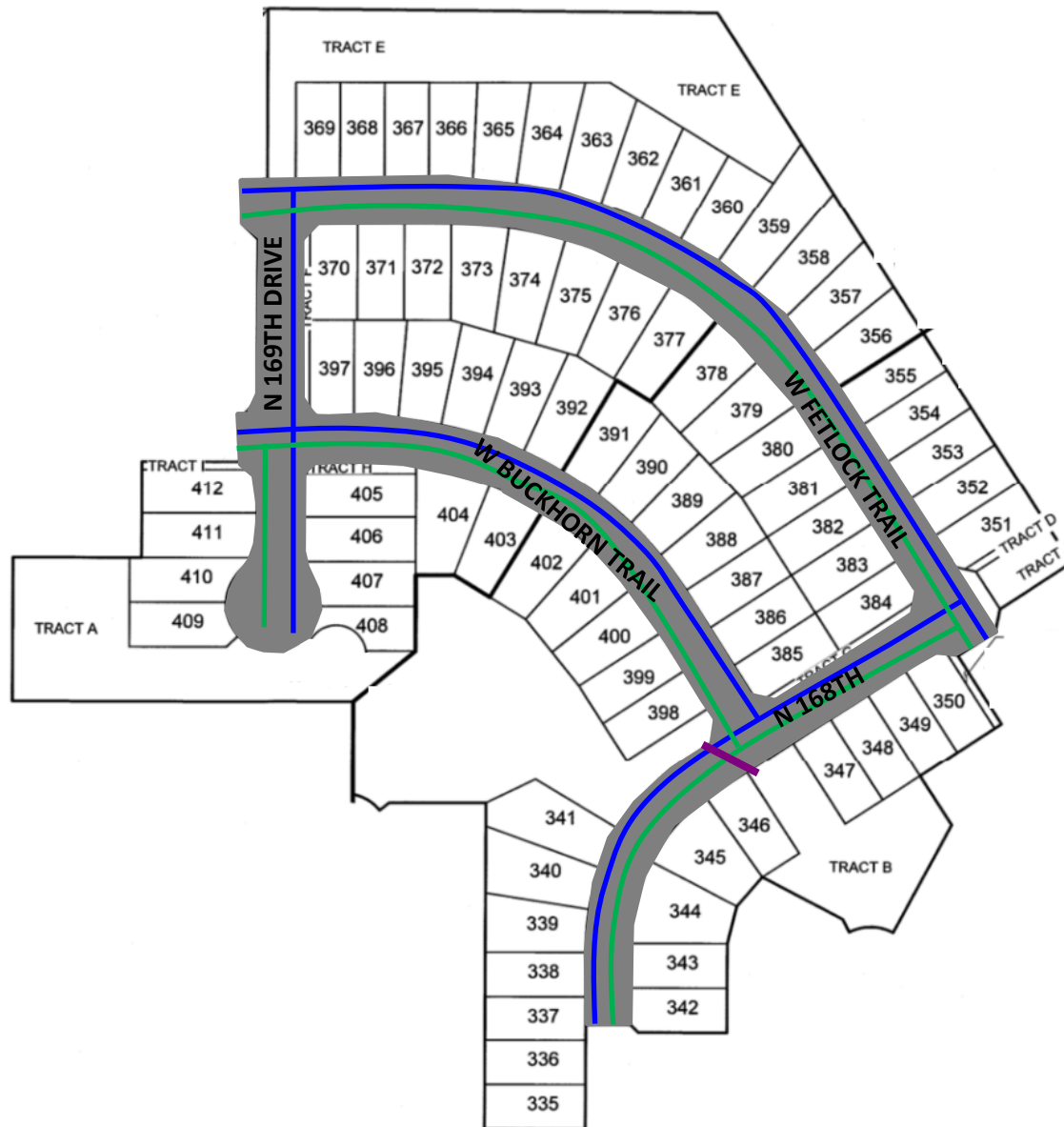
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

Sunrise Parcel D



INFRASTRUCTURE TO BE ACCEPTED:

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

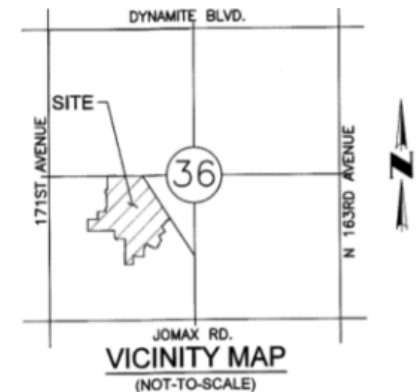


EXHIBIT B

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: 02/03/2023
Re: SUNRISE PARCEL D

The public improvements for the above project have been completed and are tentatively scheduled for the March 7th, 2023 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	\$314,320.20
City Concrete	\$338,542.35
City Sewer	\$225,854.44
City Water	\$195,504.75
City Drainage	\$59,735.00
Total	\$1,133,956.74

October 7, 2022

Landsea Homes
7600 E Doubletree Ranch Rd
Suite 240
Scottsdale, AZ 85258

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR SUNRISE PARCEL D – FS19-598

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: 9/15/2022 Commercial Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)

7/7/2022 Date of Punch-list Walk 9/7/2022 Date Punch-list Completed

FS Number: FS19-598 Permit Number(s): E20P-0112; 0113; 0114; 0115; 0116; 0117; 0118; 0119; 0120

Project Name: Sunrise Parcel D

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

Shelly Murphy (smurphy@landseahomes.com)

7600 E DOUBLETREE RANCH RD, SCOTTSDALE AZ 85258

MAG TIP Reporting:

Street Name	Classification	Beginning Limits	End Limits	# Lanes	Length to nearest 1/4 mile	Features
N 168th Lane	Local	STA 16+37	STA 19+60	2	1/4	N/A
W Buckhorn Trail	Local	STA 19+60	W Fetlock Drive	2	1/4	N/A
N 169th Drive	Local	Cul-de-Sac	W Fetlock Drive	2	1/4	N/A
W Buckhorn Trail	Local	169th Drive	W Buckhorn Trail	2	1/4	N/A
W Fetlock Drive	Local	STA 17+35	W Buckhorn Trail	2	1/4	N/A

MATERIALS:

Asphalt:	Vulcan Materials	Supplier	1.25	Total Lane Miles	10,160	Total Square Yards
Water: 8" C-900 PVC	Size/Type	3209	Total LF	8" DIP	Size/Type	18 Total LF
	Size/Type		Total LF		Size/Type	Total LF
Sewer: 8" SDR-35 PVC	Size/Type	2846	Total LF		Size/Type	Total LF
	Size/Type		Total LF		Size/Type	Total LF
Storm: 18" RGRCP IV	Size/Type	53	Total LF	24" RGRCP IV	Size/Type	44 Total LF
24" HDPE	Size/Type	150	Total LF	36" HDPE	Size/Type	159 Total LF
Fire Ln:	Size/Type		Total LF		Size/Type	Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: Jose Belman

Date: 9/15/2022

Civil Engineering Supervisor: Del Mahly

Date: 9/22/22

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)
19-598	Sunrise Parcel D	Public	Local	N. 169th Drive	470.8	0.09	0.25	0.18	32.0	15,066
19-598	Sunrise Parcel D	Public	Local	N. 168th Lane	739.2	0.14	0.25	0.28	32.0	23,654
19-598	Sunrise Parcel D	Public	Local	W. Buckhorn Trail	798.0	0.15	0.25	0.30	32.0	25,536
19-598	Sunrise Parcel D	Public	Local	W. Fetlock Trail	1107.1	0.21	0.25	0.42	32.0	35,427
				Total	3115.1				Total	99,683



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: Citywide

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

Consideration and action pertaining to approval of the Multi-district Litigation opioid settlement with Teva, Allergan, Walmart, CVS, and Walgreens and authorizing the City Attorney to execute any and all documents necessary to effectuate approval and participation in the settlements.

Motion:

I move to approve settlement with Teva, Allergan, Walmart, CVS, and Walgreens and authorize the City Attorney to execute any and all documents to effectuate this approval.

Background:

On May 7, 2019, City Council authorized litigation against manufactures and distributors of prescription opiates to redress any damages the City of Surprise had or may sustain due to wrongful manufacture and distribution of prescription opiates. On October 19, 2021, City Council approved the One Arizona Distribution of Opioid Settlement Funds Agreement , which set forth the structure of distribution settlement funds within Arizona of any anticipated settlement which may occur in the Federal Multi-District Litigation ("MDL") Concurrently, the Arizona Attorney General's Office secured a settlement with three Distributors and Janssen, who were all Defendants in the MDL. The City Council approved participation in those settlements on October 19, 2021.

The Arizona Attorney General has now secured a second set of settlements with five additional Defendants in the MDL- Teva, Allergan, Walmart, CVS, and Walgreens. In order to participate in this settlement, which the allocation of settlement funds will be controlled by the One Arizona Distribution of Opioid Settlement Funds Agreement, the City must execute the settlement documents by April 18, 2023.

Objective Analysis:

The One Arizona Distribution of Opioid Settlement Funds Agreement, as approved by City Council in October 2021, established the framework for distribution of MDL settlements between the State of Arizona and local governments, such as the City of Surprise. That MOU established that 56% of settlements would be allocated to local governments. The new Settlement Agreements that have been reached with the five additional Defendants (Teva, Allergan, Walmart, CVS, and Walgreens) in the MDL will resolve all claims against those entities and the City of Surprise would be eligible for participation in the distribution of those settlement funds as established in the Settlement Agreements.

Policy Compliant:

The process of City Council consideration and approval of any agreements which would impact settlement of litigation is compliant with city policy and practice.

Financial Impact:

Under the One Arizona Distribution of Settlement Funds Agreement, Surprise's allocation of Settlement funds is 0.980%, which is estimated to result in distributions to Surprise of approximately \$1.1 million spread over a span of 8-10 years, with \$170K or less anticipated annually. These funds may only be utilized for remediation of past, or mitigation of future, harms caused by opioids in the Surprise community as outlined in the One Arizona Distribution Agreement. The funds will be received in annual payments by the five Defendants over a timeframe of six to fifteen years. The funds will be administered by Maricopa County.

Budget Impact:

There should be no immediate impact on the current fiscal year's budget. Approval of the Settlement Agreements may result in a portion of the estimated \$1.1 million being distributed to Surprise for specific opioid related expenditures for the fiscal year 2024 budget and subsequent budget years. The settlement funds may be kept with, drawn upon, or contributed to, Maricopa County to take advantage of the economy of scale and existing resources and programs of the County.

FTE Impact:

N/A.

ATTACHMENTS:

1. 2023-02-03 AG LETTER TO SUBDIVISIONS RE SIGN ON FOR FIVE NEW OPIOIDS SETTLEMENTS



KRIS MAYES
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE OF ARIZONA

February 6, 2023

Subdivision Signer

Re: Five New National Opioid Settlements

Dear County, City, and Town Leaders:

Last year, every county, city and town signed on to the *One Arizona Distribution of Opioid Settlement Funds Agreement*, agreeing to the allocation of funds that will be received as a result of national opioid settlements. This agreement provides that the local governments that sign on to a settlement **receive 56% of the funds distributed to Arizona** from that settlement, 44% going to the State.

Your participation helped Arizona maximize the benefits to be received from the first two major global settlements. The first was with three opioid distributors: McKesson, AmerisourceBergen, and Cardinal. The second was with opioid manufacturer Janssen/Johnson & Johnson. These settlements will bring up to \$549 million into Arizona for opioid treatment, prevention, and education. As you know, payments to Arizona cities, towns and counties from these settlements began last year.

Recently, you received communications from Rubris Inc., the Implementation Administrator, announcing **five new proposed national opioid settlements**. Arizona has formally indicated its conditional approval of these settlements, which will bring up to an additional **\$434 million** into Arizona to address the opioid crisis (see chart).

Settlement	AZ Share Remediation	44% State Share	56% Gross LG Share	Years of Payout
Teva	\$85 million	\$37.4 million	\$47.6 million	13
Allergan	\$50.7 million	\$22.3 million	\$28.4 million	7
Walmart	\$63.7 million	\$28 million	\$35.7 million	6
CVS	\$112.5 million	\$49.5 million	\$63 million	10
Walgreens	\$122.3 million	\$53.8 million	\$68.5 million	15
TOTAL	\$434.2 million	\$191 million	\$243.2 million	

The process for achieving final approval of these settlements is similar to the process for the earlier settlements. As before, cities, towns and counties must sign on to the new settlements in order to receive funds from them. The total amount of money Arizonans will receive is dependent on the

Subdivision Signer

February 6, 2023

Page 2

number of local governments that sign on, which means you play a vital role in maximizing the benefit Arizona can achieve. Also, only if sufficient subdivisions participate across the nation will these settlements be finalized.

In the next few weeks, you will receive another email communication from Rubris with specific instructions regarding how to sign on to the agreements and indicate your willingness to participate in the settlements. We ask that every one of you respond *as soon as possible*, but no later than the **deadline of April 18, 2023**.

Remember, you must sign on to each agreement in order to share in the settlement funds from that settlement. If you do not sign on to an agreement, you are not eligible to receive funds from that settlement. To sign on, you must follow the instructions provided by Rubris.

You may participate in the settlements whether or not you filed a lawsuit or are represented by counsel. However, if you are represented by an attorney with respect to opioid claims, be sure to contact them to ensure that everyone is fully informed. Settlement terms for each agreement may be found at <https://nationalopioidsettlement.com>. A copy of the *One Arizona Distribution of Opioid Settlement Funds Agreement* may be found there as well. Feel free to reach out to Leslie Cooper, Division Chief, at Leslie.Cooper@azag.gov or Jane Fallon, Assistant Attorney General, at Jane.Fallon@azag.gov with questions or concerns.

Please join me in the fight against the opioids epidemic in Arizona by timely submitting your subdivision sign on so we can maximize the funds Arizona will receive from the five new national opioid settlements.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kris Mayes', is positioned above the printed name and title.

Kris Mayes
Attorney General

cc: League of Arizona Cities and Towns



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 7, 2023 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 “Dale 166”, dated January 13, 2023, a property generally located on the northwest corner of 165th Avenue and Dale Lane. Case FS23-0057.

Motion:

I move to approve the Plat entitled “Dale 166”, dated January 13, 2023.

Background:

Kim Fletcher seeks 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 - FS23-0057 Fletcher and Harris Custom Homes Final Plat - Staff Report

2. 01 - FS23-0057 Fletcher and Harris Custom Homes Final Plat - Vicinity Map
 3. 02 - FS23-0057 Fletcher and Harris Custom Homes Final Plat - Zoning Map
 4. 03 - FS23-0057 Fletcher and Harris Custom Homes Final Plat - Final Plat
 5. 04 - FS23-0057 Fletcher and Harris Custom Homes Final Plat - Final Plat Exhibit
 6. 05 - FS23-0057 Fletcher and Harris Custom Homes Final Plat - Luke AFB Letter
 7. FS23-0057 Fletcher and Harris Custom Homes Final Plat Presentation
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0057

Project Name: Fletcher and Harris Custom Homes Final Plat

Council District: 1 – Acacia

City Council Date: March 7, 2023

Planner: Jessica Brinton, Planner II

Owner: Kim Fletcher

Applicant: Kim Fletcher

Request: Final Plat to subdivide one (1) lot into four (4) lots in the Rural Residential (RR) zoning district.

Site Location: Generally located on the northwest corner of Dale Lane and 165th Avenue

Site Size: 10 acres (approx.) gross
8.5 acres (approx.) net

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

Findings:

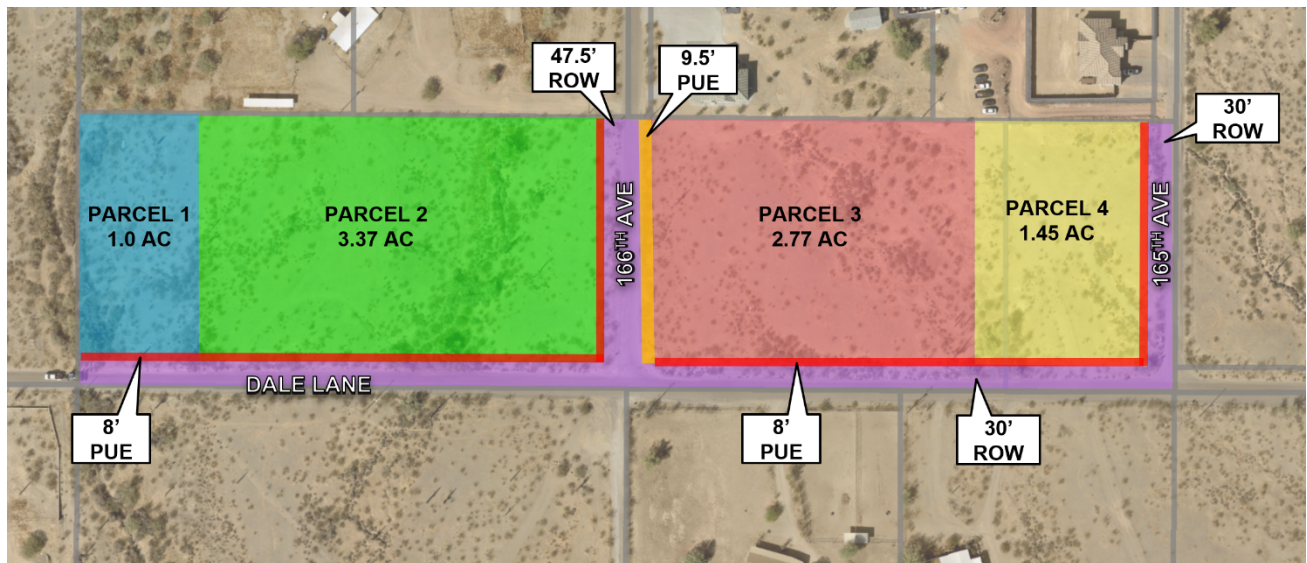
- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Additional Information:

Kim Fletcher requests approval of a Final Plat entitled “Dale 166” dated January 13, 2023. The parcel is zoned Rural Residential (RR) and is located at the northwest corner of Dale Lane and 165th Avenue. This proposed Final Plat will subdivide one (1) vacant lot of approximately ten (10) acres into four (4) lots.

This Final Plat includes dedication of 30 feet of right-of-way (ROW) for 165th Avenue, 30 feet of ROW for Dale Lane, and 47.5 feet of ROW for 166th Avenue. The ultimate right-of-way width for 166th Avenue will be 55 feet; however, there is an existing APS easement within this future ROW. A note has been added to the Final Plat indicating that if the APS easement should be removed or relocated in the future, the remainder of the ROW along 166th Avenue will be dedicated to the City of Surprise. An additional 8-foot public utility easement is dedicated adjacent to each ROW dedication, with the exception of the eastern half-street of 166th Avenue, which has a 9.5-foot public utility easement to accommodate future ROW dedication should the APS easement be removed or relocated.

The below plat exhibit shows the newly dedicated ROW and created parcels.



This Final Plat meets the development standards of the Rural Residential (RR) zoning district as outlined in Table 106-2b of the City of Surprise Land Development Ordinance, shown below for reference.

Table 106-2b – Rural Residential (RR) Zoning District	
Min. lot area (sf)	≥ 43,560
Min. lot width	130
Min. front setback (ft)	30
Min. rear setback ¹ (ft)	30
Min. side setback ¹ (ft)	20
Min. street side setback ¹ (ft)	20
Max. bldg. height (ft)	40
Lot coverage	25%
Open space (% of gross acres of residential development) ²	10%
Notes:	
1. Garage face and embellishments shall be setback a minimum of 20 feet measured from the opposing property line except rear, alley loaded garages, which shall be setback nine feet from edge of alley line. 2. The city requires open spaces on a new subdivision; if recorded as metes and bounds or by a minor land division than open space will be required on each individual lot; such as open space of trail easements.	

The square footage for each lot is below:

- Lot 1 – 1.00 acre
- Lot 2 – 3.37 acre
- Lot 3 – 2.77 acre
- Lot 4 – 1.45 acre

The proposed Final Plat dedicates the following:

- 30-foot right-of-way (ROW) along the eastern boundary of lot 4 for 165th Avenue
- 30-foot ROW along the southern boundary of lots 1 – 4 for Dale Lane
- 27.5-foot ROW along the eastern boundary of lot 2 for 166th Avenue
- 20-foot ROW along the western boundary of lot 3 for 166th Avenue
- 9.5-foot public utility easement along the western boundary of lot 3
- 8-foot public utility easement adjacent to all ROW dedications, with the exception of the eastern half-street for 166th Avenue

78 **Reviewing Agencies:**

79
80 In addition to the standard city reviewers, who indicate no objection to the request, Luke
81 Air Force Base and Maricopa Water District were included in the routing of this case.
82 These agencies also indicate no objections.
83

84 **General Plan Conformance:**

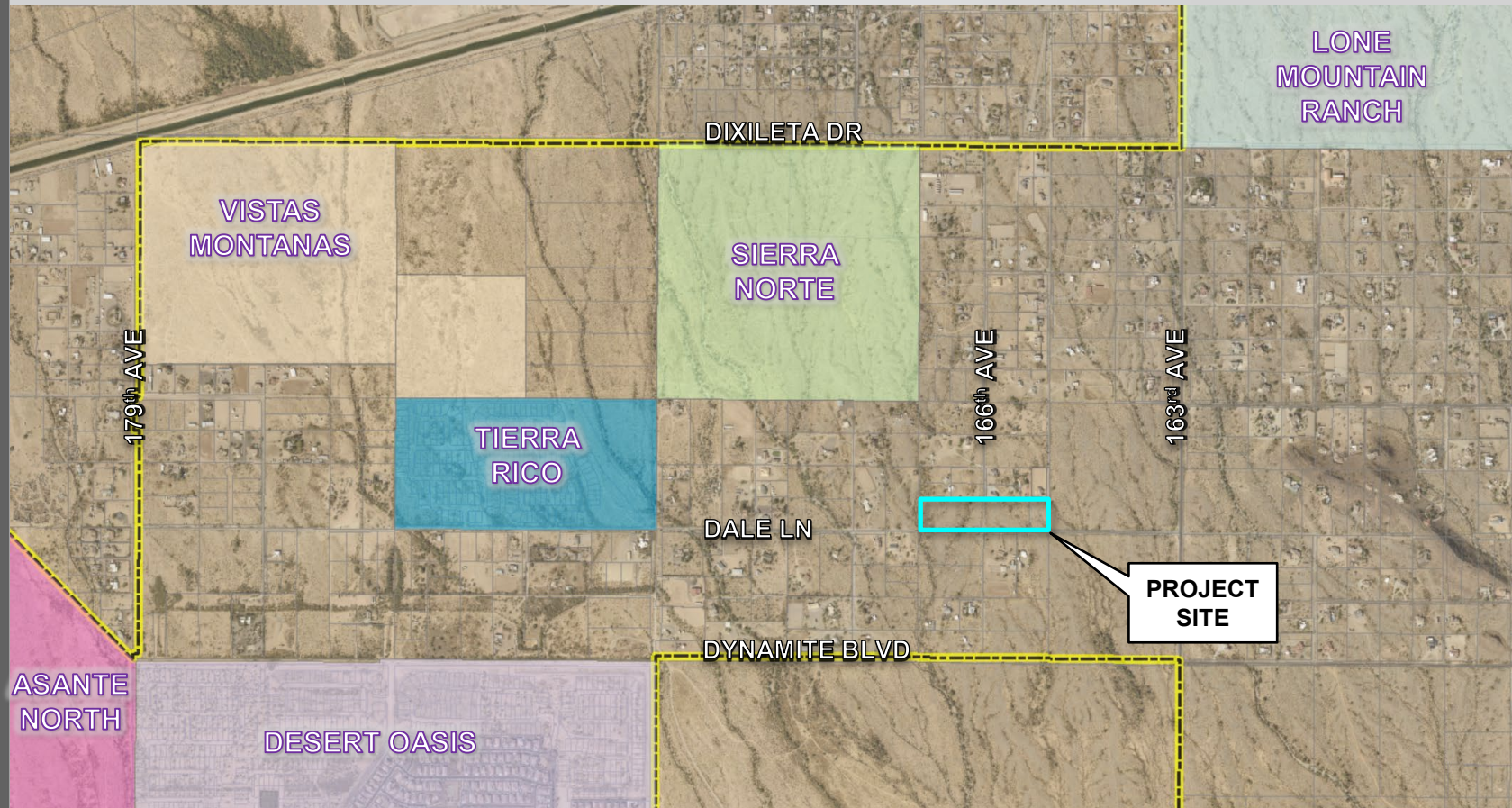
85
86 The Planning and Zoning Department is tasked with the review of development proposals
87 for compliance with the General Plan 2035 using the goals, policies, recommendations,
88 and guidelines outlined in the General Plan. This proposal is consistent with the Surprise
89 General Plan 2035 in some of the following ways:
90

91 *The proposed development maintains compatibility with or contributes to the quality of*
92 *existing land uses in the surrounding area in that it continues the Rural Residential*
93 *development pattern established in the vicinity of this parcel.*
94

95 *The proposed development adheres to the design guidelines of the applicable Character*
96 *Areas in that it is within the Neighborhood character area of the General Plan, which allows*
97 *for residential development.*
98

99 **Attachments:**

100
101 01 Vicinity Map
102 02 Zoning Map
103 03 Final Plat
104 04 Final Plat Exhibit
105 05 Luke AFB Letter



FS23-0057 VICINITY MAP

**RR
(RURAL RESIDENTIAL)**

166th AVE

165th AVE

**PROJECT SITE
(10 AC)**

DALE LN

DYNAMITE BLVD

FS23-0057 ZONING MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT LEN R. FLETCHER AND KIMBERLY A. FLETCHER, HUSBAND AND WIFE AND TIMOTHY JAY HARRIS AND KIMBERLYN ROSE HARRIS, HUSBAND AND WIFE, AS OWNERS, HAS SUBDIVIDED UNDER THE NAME DALE 166, A SUBDIVISION LOCATED IN A PORTION OF NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF DALE 166 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 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 DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

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

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

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNERS WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY 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.

IN WITNESS WHEREOF, OWNER(S) HAS/HAVE HEREUNTO CAUSED HIS/HER/THEIR NAME(S) TO BE SIGNED, THIS _____ DAY OF _____, 2023

LEN R. FLETCHER AND KIMBERLY A. FLETCHER, HUSBAND AND WIFE AND TIMOTHY JAY HARRIS AND KIMBERLYN ROSE HARRIS, HUSBAND AND WIFE

BY: _____

ITS: _____

BY: _____

ITS: _____

DEDICATION ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

DEDICATION ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

FINAL PLAT
"DALE 166"
A PORTION OF SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF
THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

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

LEN R. FLETCHER AND KIMBERLY A. FLETCHER, HUSBAND AND WIFE AND TIMOTHY JAY HARRIS AND KIMBERLYN ROSE HARRIS, HUSBAND AND WIFE AS OWNERS 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.

RELEASE OF LIABILITY

LEN R. FLETCHER AND KIMBERLY A. FLETCHER, HUSBAND AND WIFE AND TIMOTHY JAY HARRIS AND KIMBERLYN ROSE HARRIS, HUSBAND AND WIFE AS OWNERS DOES 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.

RELEASE OF LIABILITY

LEN R. FLETCHER AND KIMBERLY A. FLETCHER, HUSBAND AND WIFE AND TIMOTHY JAY HARRIS AND KIMBERLYN ROSE HARRIS, HUSBAND AND WIFE AS OWNERS 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.

CITY OF SURPRISE PLAT NOTES

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 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.

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

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

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

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X AND AE," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1180M, WITH A DATE OF IDENTIFICATION OF 11/4/2015, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES, INCLUDING, BUT NOT LIMITED TO, ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED, AND REPAIRED BY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."

IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

PURSUANT TO A.R.S. § 42-111.02, 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.

IN GENERAL, DEVELOPMENT WITHIN OR MODIFICATION OF THE FLOODPLAIN IS DISCOURAGED. DEVELOPMENT SHOULD BE LOCATED OUTSIDE OF THE 100-YEAR FLOODPLAIN. IF DEVELOPMENT WITHIN THE FLOODPLAIN IS NECESSARY, APPROVAL FROM THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR FLOODPLAIN USE PERMIT IS REQUIRED.

DEVELOPMENT WITHIN THE DESIGNATED FLOOD WAY IS PROHIBITED.

AT THE TIME OF BUILDING PERMIT, THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR IMPROVING AND MAINTAINING THE ADJACENT SEGMENTS OF THE ROAD TO MCDOT RURAL ROAD STANDARDS AND MEET FIRE DEPARTMENT REQUIREMENTS.

DRAINAGE STATEMENT: UPON DEVELOPMENT THE ENGINEER SHOULD SHOW THE DELINEATION OF EFFECTIVE FLOODPLAIN AND FLOODWAY (BOUNDARY) ON THE PROPERTY, THE WATER SURFACE ELEVATION (FE) IN THE WASH, AND THE REGULATED FLOW RATE OF THE WASH. THE FUTURE DEVELOPMENT OF THE LOTS NEEDS TO MEET THE REQUIREMENTS OF CITY OF SURPRISE CODE SDO SECTION 104-1.5.A.4C AND/OR EDS 5.1.7.

PARENT PARCEL DEED 2020-0625487

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 1320.92 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 01 SECONDS WEST ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 25, A DISTANCE OF 330.23 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 13 SECONDS EAST A DISTANCE OF 1125.10 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 14 SECONDS EAST A DISTANCE OF 330.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 1125.22 FEET TO THE TRUE POINT OF BEGINNING.

PARENT PARCEL DEED 2021-0759968

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 1320.92 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE SOUTH 89 DEGREES 45 MINUTES 39 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 1125.22 FEET THE TRUE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 01 MINUTES 14 SECONDS WEST A DISTANCE OF 330.09 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 13 SECONDS EAST A DISTANCE OF 197.95 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25;

THENCE SOUTH 00 DEGREES 01 MINUTES 14 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 330.06 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 197.95 FEET TO THE TRUE POINT OF BEGINNING.

APPROVALS

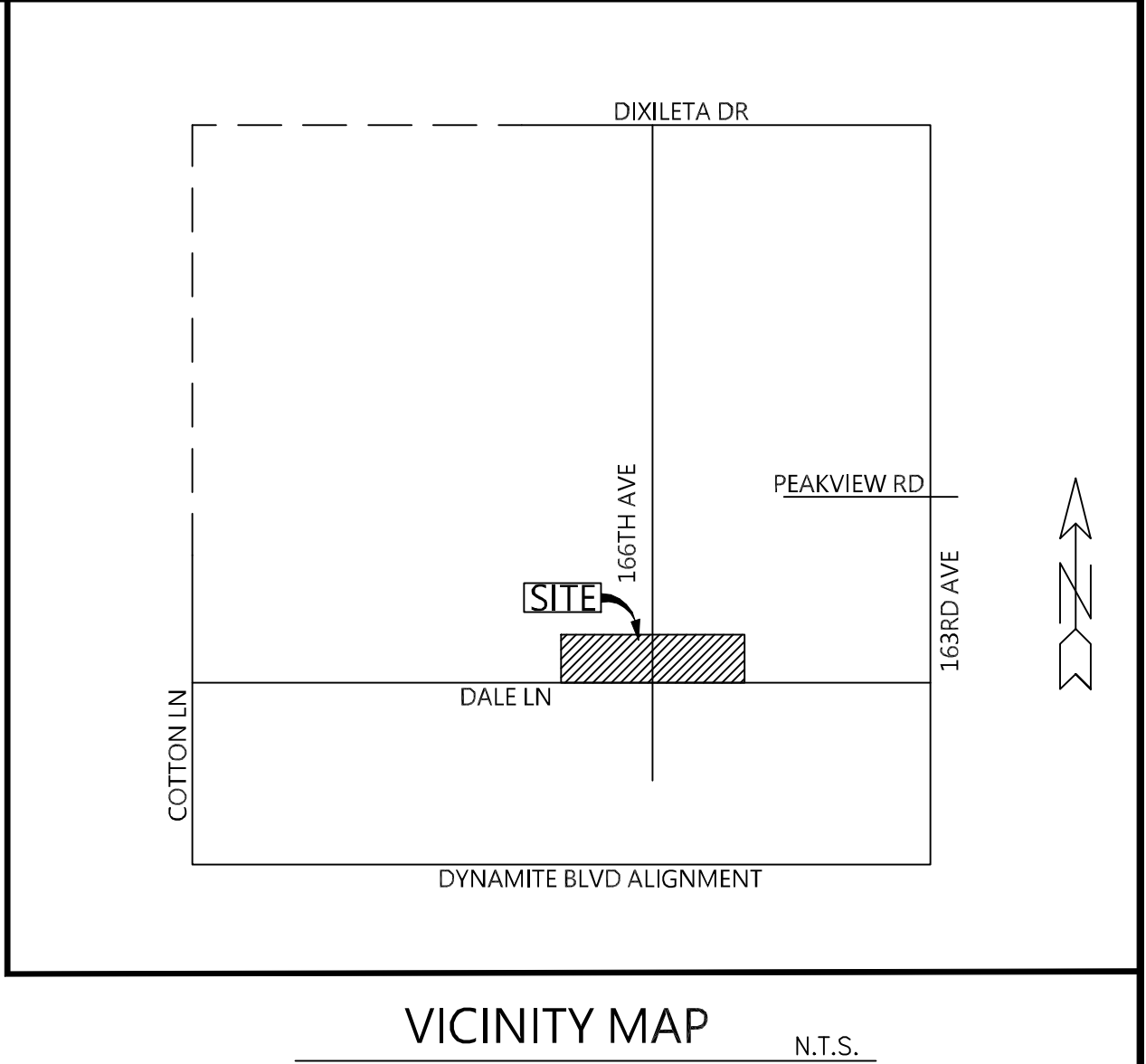
CITY OF SURPRISE ENGINEER APPROVAL
DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF ____, 2023, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL
APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS ____ DAY OF ____, 2023.

ATTEST: _____ DATE _____
MAYOR

CITY CLERK



OWNER OF RECORD DEED 2020-0625487

FLETCHER LEN R/KIMBERLY A
MAILING ADDRESS: 17383 E PONDILLY DR.
PARKER, CO. 80134

OWNER OF RECORD DEED 2021-0759968

HARRIS TIMOTHY JAY/KIMBERLYN ROSE
MAILING ADDRESS: 17383 E PONDILLY DR.
PARKER, CO. 80134

SITE AREA

Area	Sq. Feet	Acres
PARCEL 1	43591.75±	1.00±
PARCEL 2	146743.30±	3.37±
PARCEL 3	120509.89±	2.77±
PARCEL 4	63016.26±	1.45±
R/W	62953.62±	1.45±
Total	436814.81±	10.03±

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST QUARTER SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

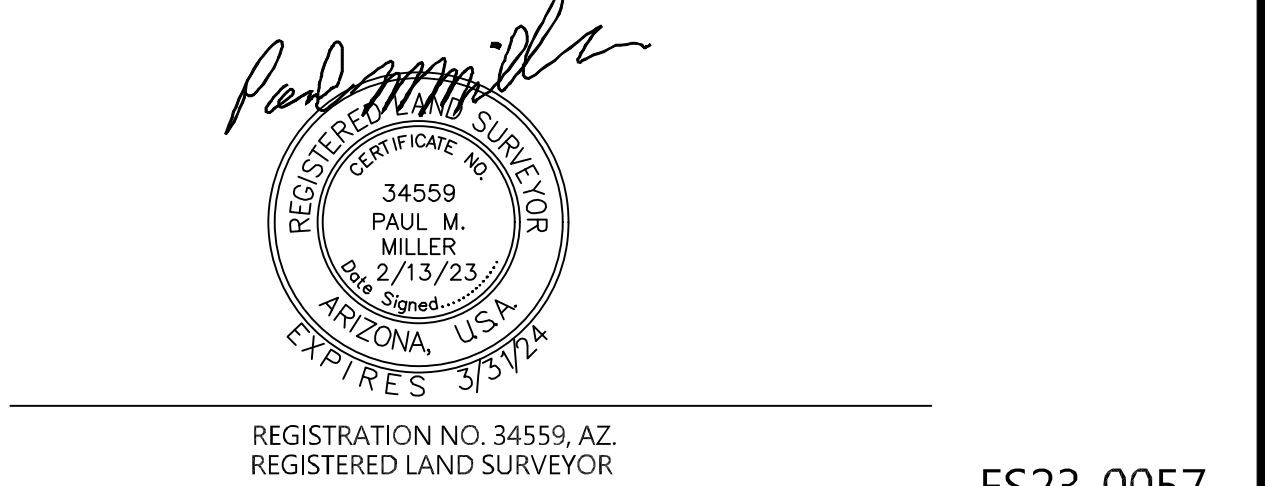
BEARING = N 89°47'11" W (BK. 1398 PG. 27 MCR)

ZONING

RURAL RESIDENTIAL (RR)

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND MAPPED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE 2020; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



REGISTRATION NO. 34559, AZ.
REGISTERED LAND SURVEYOR

FS23-0057

FINAL PLAT
"DALE 166"
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

REVISIONS:

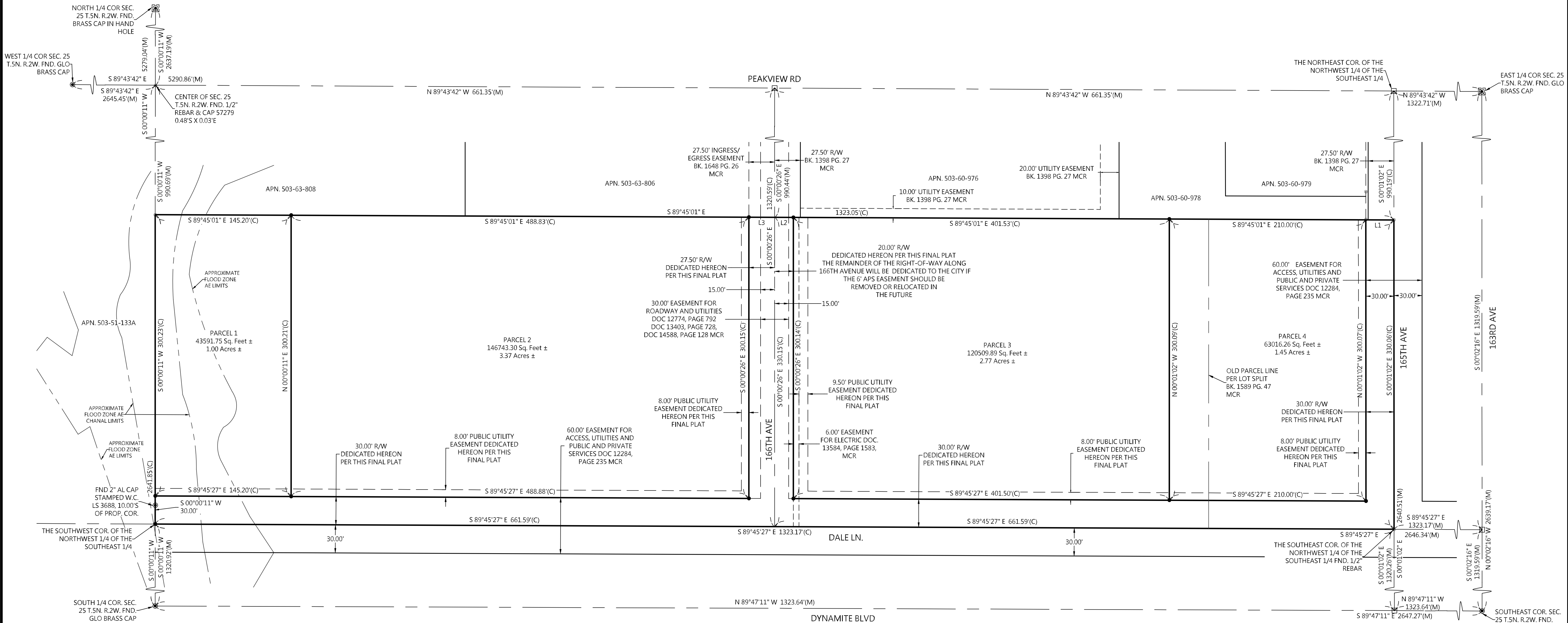
DESIGN BY: N/A
DRAWN BY: MMM
SCALE: N/A
DATE: 2/13/23
JOB NO.
20-053
1 of 2

MILLER & SONS SURVEYING

2432 W PEORIA AVE. STE. 1302 BLDG 17 PHOENIX, AZ. 85029
PH: (623) 875-1200 F: (623) 875-3777
E-MAIL: PAUL@MILLERANDSONSSURVEYING.COM

Page 147 of 426

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°45'01" W	30.00'(M)
L2	S 89°42'42" E	20.00'(M)
L3	N 89°45'01" W	27.50'(M)



ABBREVIATIONS LEGEND

SEC	SECTION
T # R #	TOWNSHIP # RANGE #
MCR	MARICOPA COUNTY RECORDER
GLO	GENERAL LAND OFFICE
APN	ASSESSOR'S PARCEL NUMBER
FND	FOUND
PUE	PUBLIC UTILITY EASEMENT

SYMBOL LEGEND (TYPICAL)

●	BRASS CAP FLUSH (OR AS NOTED)
⊙	BRASS CAP IN HANDHOLE (OR AS NOTED)
○	FOUND REBAR (OR AS NOTED)
•	SET 1/2" REBAR W/ CAP LS # 34559 (OR AS NOTED)
□	NOTHING FOUND OR SET

LINETYPE LEGEND (TYPICAL)

—	PROPERTY LINE
- - -	ADJACENT PROPERTY LINE
—+—	ROAD CENTERLINE
- - - - -	EASEMENT (AS NOTED)

SURVEYORS NOTES

- MONUMENTS FOUND DURING THIS FIELD SURVEY WERE ACCEPTED UNLESS OTHERWISE NOTED HEREIN.
- IT IS RECOMMENDED THAT THE CLIENT RETAIN LEGAL CONSULTATION TO THOROUGHLY EXAMINE TITLE FOR ANY CLAIMS, DEFECTS OR LIABILITY UNDISCLOSED BY THIS SURVEY.
- THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUE AT THE SURVEY DATE WITH ITS ORIGINAL SEAL TO ENSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER ENSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE.
- THIS SURVEY WAS PERFORMED USING GPS (GLOBAL POSITIONING SYSTEMS) TO OPTIMIZE THE RELATIVE POSITIONING OF FOUND CORNERS. EXTREME CARE HAS BEEN TAKEN TO PRODUCE SURFACE MEASUREMENTS OF THE MONUMENTS FOUND.
- ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED (M) FROM MONUMENT TO MONUMENT UNLESS OTHERWISE NOTED.
- EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO OR OBTAINED BY THIS SURVEYOR. NO ABSTRACT OF TITLE WAS FURNISHED TO THIS SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.



REGISTRATION NO. 34559, AZ.
REGISTERED LAND SURVEYOR

FS23-0057

FINAL PLAT

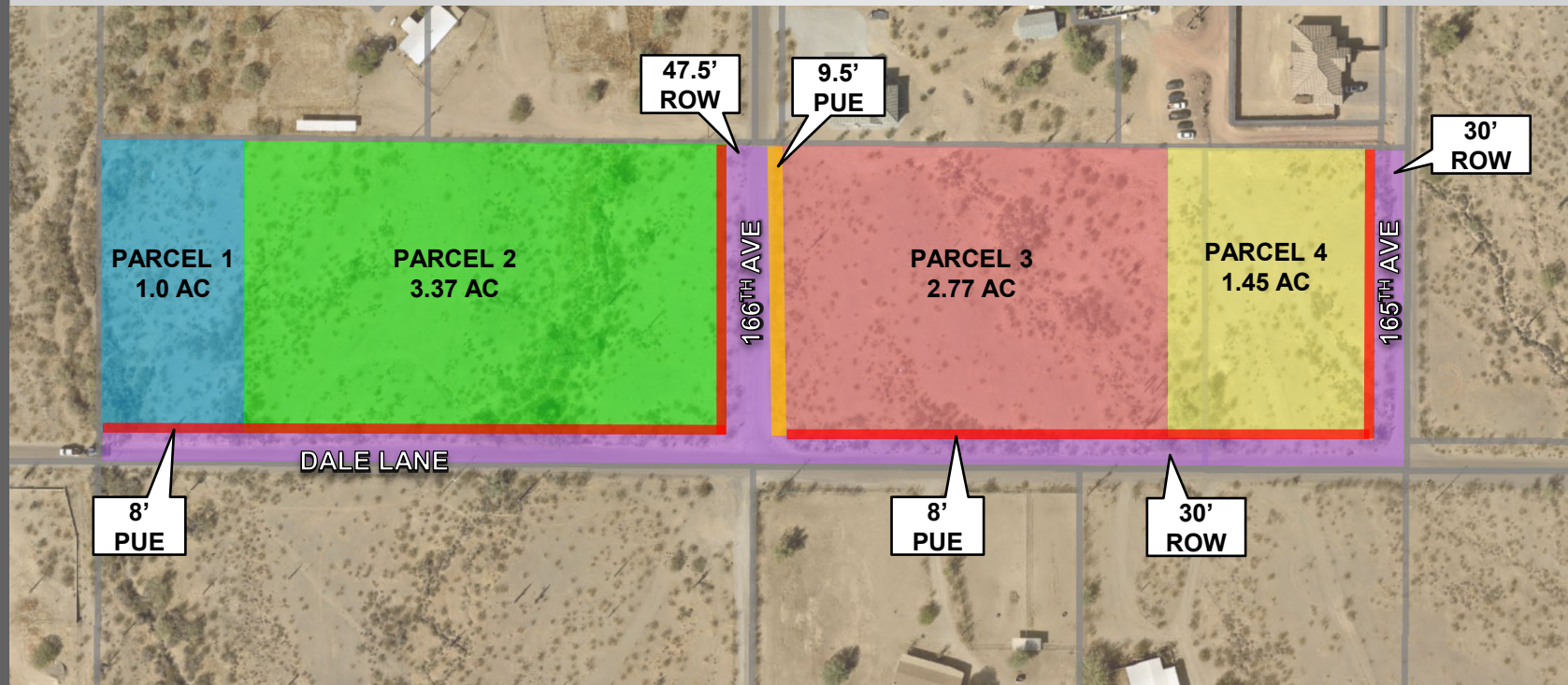
"DALE 166"

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

REVISIONS:		DESIGN BY: N/A
REV. 1		DRAWN BY: MMM
REV. 2		SCALE: 1"=50'
REV. 3		DATE: 2/13/23
REV. 4		JOB NO. 20-053
		2 of 2

MILLER & SONS SURVEYING

2432 W PEORIA AVE. STE. 1302 BLDG 17 PHOENIX, AZ. 85029
PH: (623) 875-1200 F: (623) 875-3777
E-MAIL: PAUL@MILLERANDSONSSURVEYING.COM



Jessica Brinton

From: JAMES, MARK C GS-12 USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Thursday, August 11, 2022 11:50 AM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: CR22-1091 Fletcher & Harris Custom Homes
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Nichole,

Thank you for the opportunity to provide comments on the final plat on Fletcher & Harris Custom Homes Project. The site is located 2.3 miles outside the Aux-1 2004 65 Ldn, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

As described, this request will not negatively impact the flying operations at Luke AFB. Since the site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights per day. We also recommend a strong notification program on the part of the applicant to inform 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 Appointment-----

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>

Sent: Friday, August 5, 2022 10:24 AM

To: Amy Peterson; Armando Lopez; Blake Loper; Chris Boyd; Chris Knight; Chris Tovar; Christina Sexton; Christopher Thomas; Dana Owsiany; David Mobley; Ellen VanRiper; Gladys Nkeze; Heather Donaldson; Jacob Moreno; James Stewart; Jamie Sullivan; Jason Moquin; Jessica Brinton; John McFarland; Johnathan Futch; Joseph Zak; Joshua Vig; Kathleen Crutchfield; Keith Tanner; Kirsten Hall; Kristin Tytler; Lana Collins; LariBeth Kirkendall; Lee Lambert; Leslie Carnie; Leticia Hodnett; Lloyd Abrams; Luis Lopez; Maolin Zheng; Marcia Sorensen; Mark Dorsey; Michael Boule; Mike Gent; Nuning Lemka; Paul Frie; Randy De La Garza; Ravi Sharma; Ron Dry; Shirley Phan; Sophie Cole; Stephen Chang; Steven Faraclas; Steven Stuart; Tanner Wessel; Tierney Farago; Tiffany Copp; Todd Halverson; Tracie Busby; Tracy Mills; Travis Samuelson; Trever Fleetham; Warren Bert

Cc: 56 FW/CIT Community Initiative; Afshin Ahouraiyan (Flood Control District of Maricopa County); Alex Garza (Maricopa Assoc of Governments); Aspasia Angelou (Nadaburg School District); Barbara J Remondini, Ph.D. (Wickenburg School District); Chris Cain (Maricopa Water District); Debbie Trasancos (Maricopa Water District); Douglas Kirkland (Epcor); Ernest (USPS); Eva Pierce; Ibeth - USPS; Jerome Choy (ADOT); Judy Lopez - Beardsley Water Company; Kevin

Shipman; Leslie - MWD; Lynndsay ONeil; Mark Frago; Mary Orta - Surprise Chamber; Raoul Sada - Surprise Chamber; Rovell Foggy (Liberty Utilities); Victor.Schaum; Yvonne Aguirre
Subject: [Non-DoD Source] CR22-1091 Fletcher & Harris Custom Homes
When: Thursday, September 29, 2022 8:45 AM-9:30 AM (UTC-07:00) Arizona.
Where: #Conference Room - CH 1F N1-150 Lobby / Webex Meeting

CR22-1091 Fletcher & Harris Custom Homes

167th to 165th & Dale Ln

APN: 503-63-592 <<https://maps.mcassessor.maricopa.gov/?esearch=50363592&slayer=0&exprnum=0>> & 503-63-591
<<https://maps.mcassessor.maricopa.gov/?esearch=50363591&slayer=0&exprnum=0>>

SCOPE

* Lots were split through Maricopa County Assessor's Office. We are now being told by the City of Surprise that this is NOT a legal lot split and that is the reason for this meeting. Lots have already been split and the County has already issued the parcel numbers. We are trying to build 2 New Homes

QUESTIONS

* None provided

-- Do not delete or change any of the following text. --

When it's time, join your Webex meeting here.

Join meeting <<https://surpriseaz.webex.com/surpriseaz/j.php?MTID=m64d40f667d955ba988c849805aa8dff6>>

More ways to join:

Join from the meeting link

<https://surpriseaz.webex.com/surpriseaz/j.php?MTID=m64d40f667d955ba988c849805aa8dff6>
<<https://surpriseaz.webex.com/surpriseaz/j.php?MTID=m64d40f667d955ba988c849805aa8dff6>>

Join by meeting number

Meeting number (access code): 2498 853 5315

Meeting password: 22bxX8aCZdY

Tap to join from a mobile device (attendees only)

+1-408-418-9388,,24988535315##

+<tel:%2B1-408-418-9388,,*01*24988535315%23%23*01*> United States Toll

+1-602-666-0783,,24988535315##

+<tel:%2B1-602-666-0783,,*01*24988535315%23%23*01*> United States Toll

+(Phoenix)

Join by phone

+1-408-418-9388 United States Toll

+1-602-666-0783 United States Toll (Phoenix)

Global call-in numbers

<<https://surpriseaz.webex.com/surpriseaz/globalcallin.php?MTID=mad8dfe5af219b6f5c311825ae8cbd5b3>>

Join from a video system or application

Dial 24988535315@surpriseaz.webex.com <sip:24988535315@surpriseaz.webex.com>

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial 24988535315.surpriseaz@lync.webex.com <sip:24988535315.surpriseaz@lync.webex.com>

If you are a host, click here

<<https://surpriseaz.webex.com/surpriseaz/j.php?MTID=m6459c64fd5b1064047e964f7bd42c019>> to view host information.

Need help? Go to <https://help.webex.com> <<https://help.webex.com>>

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.

0.1

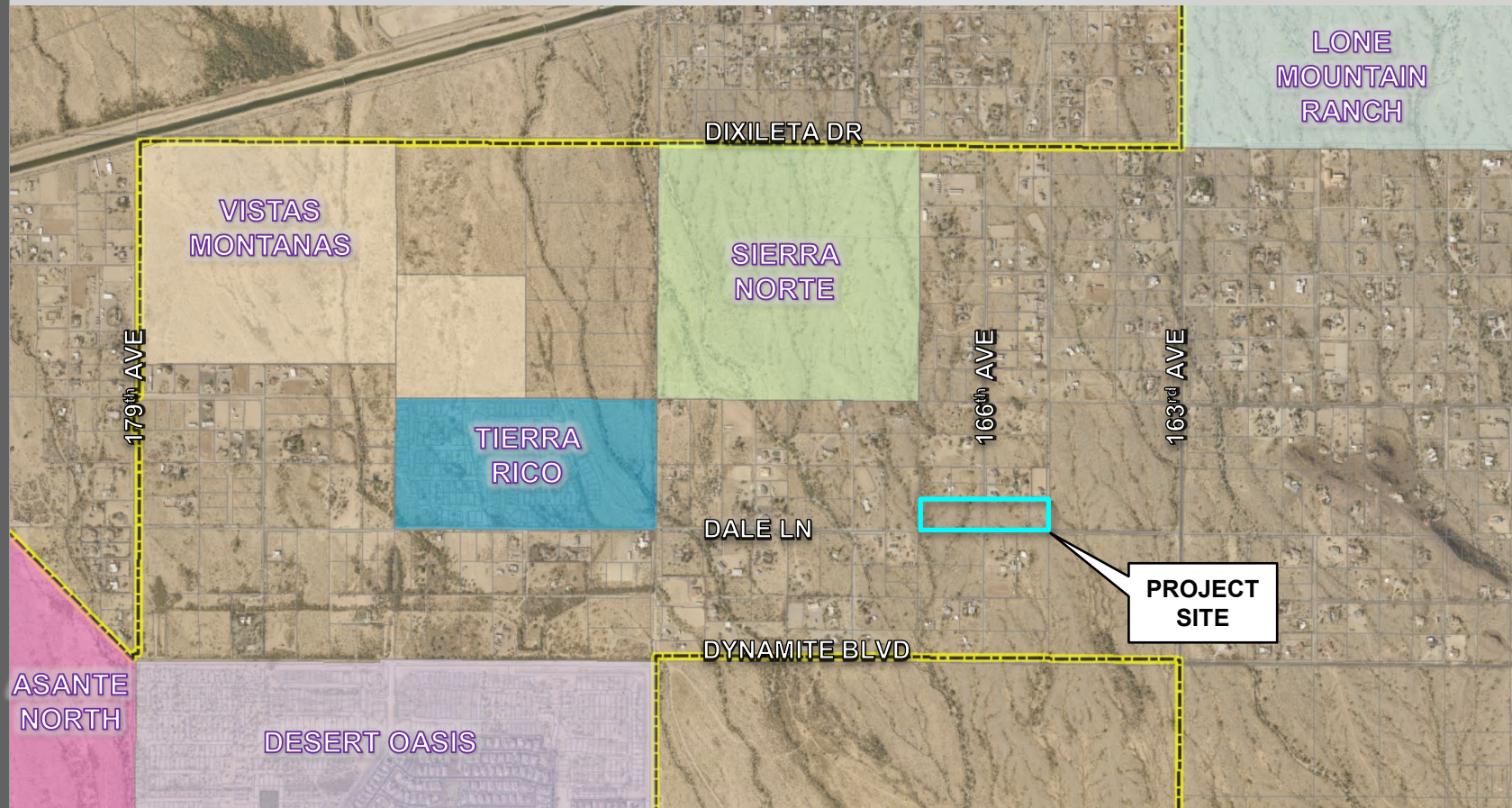


FS23-0057

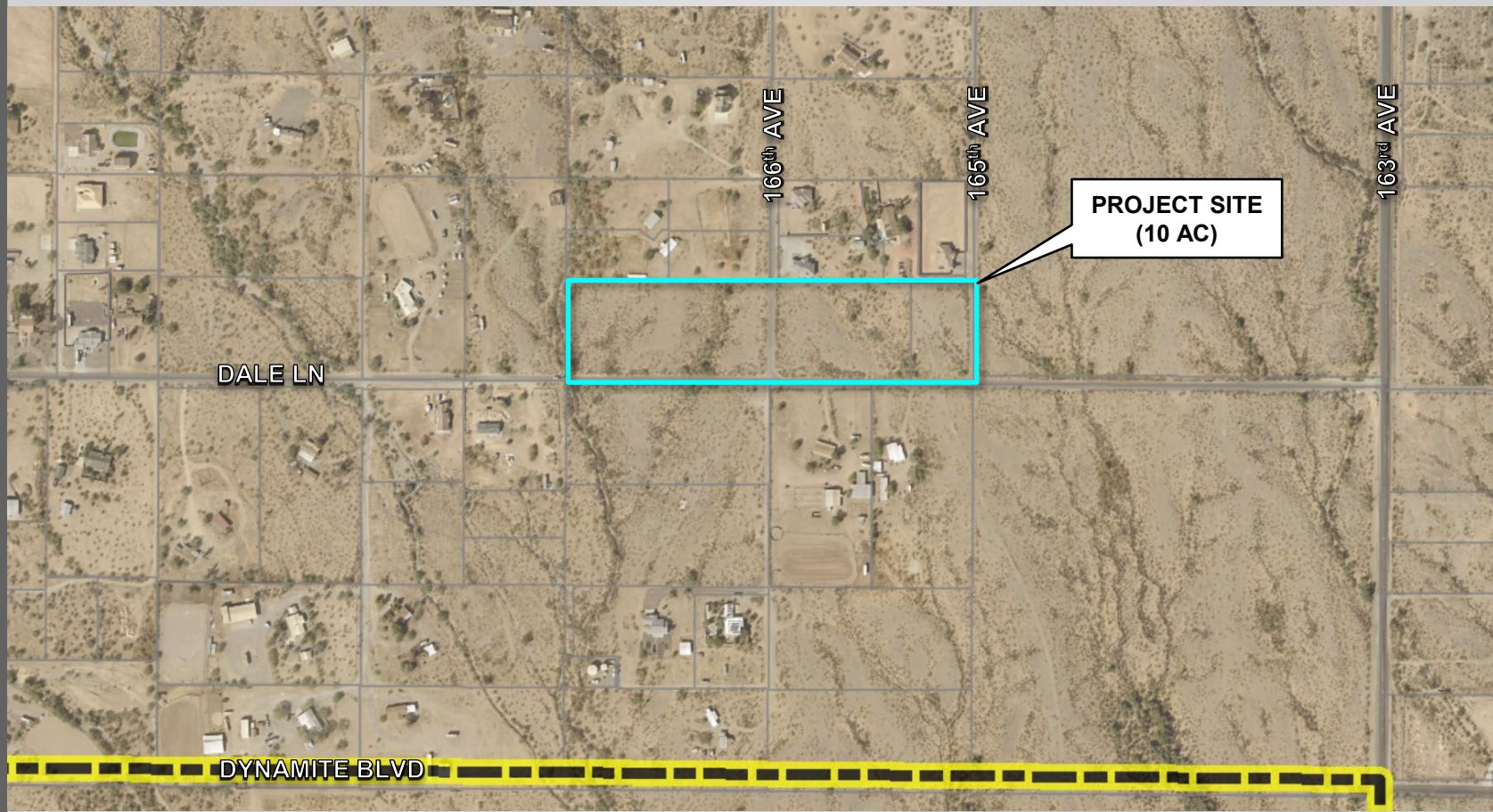
Fletcher and Harris Custom Homes

Final Plat

City Council
March 7, 2023



FS23-0057 VICINITY MAP



FS23-0057 VICINITY MAP

**RR
(RURAL RESIDENTIAL)**

166th AVE

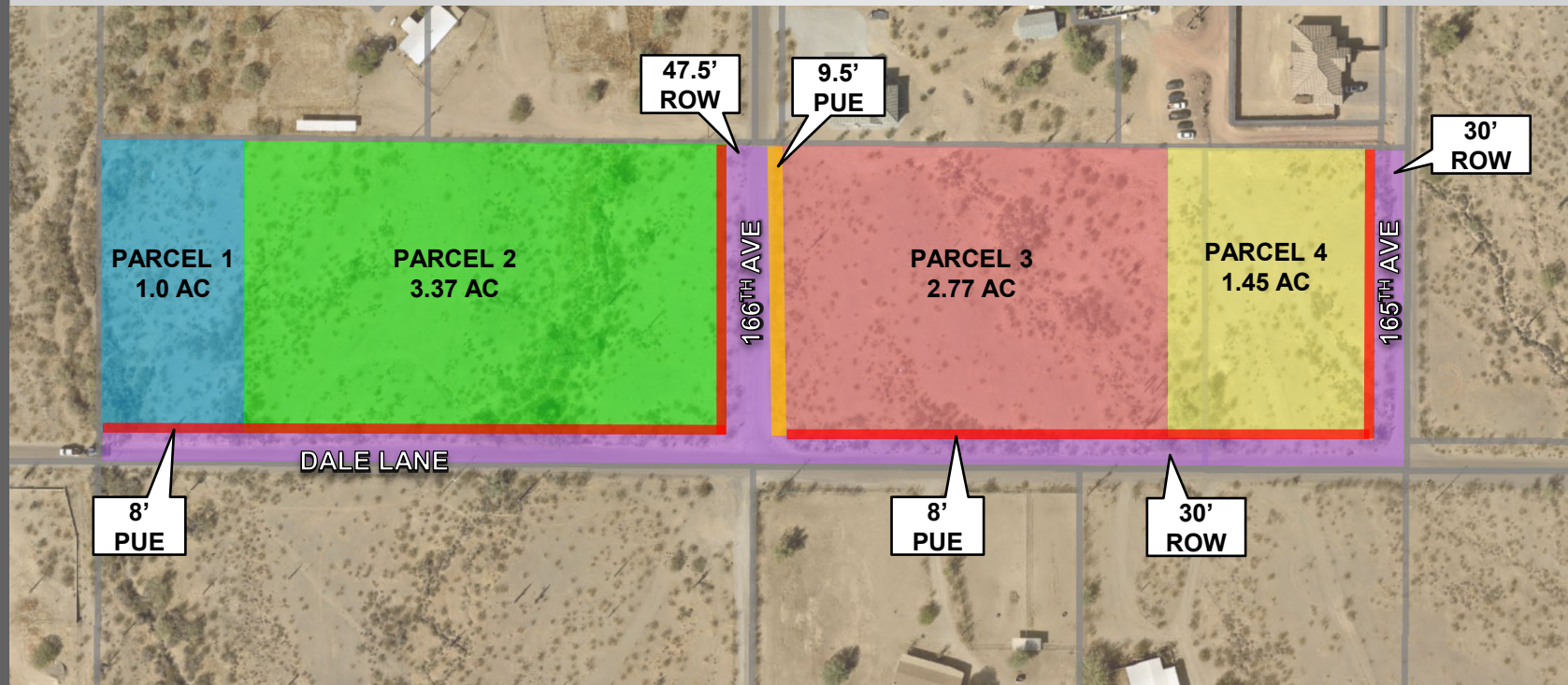
165th AVE

**PROJECT SITE
(10 AC)**

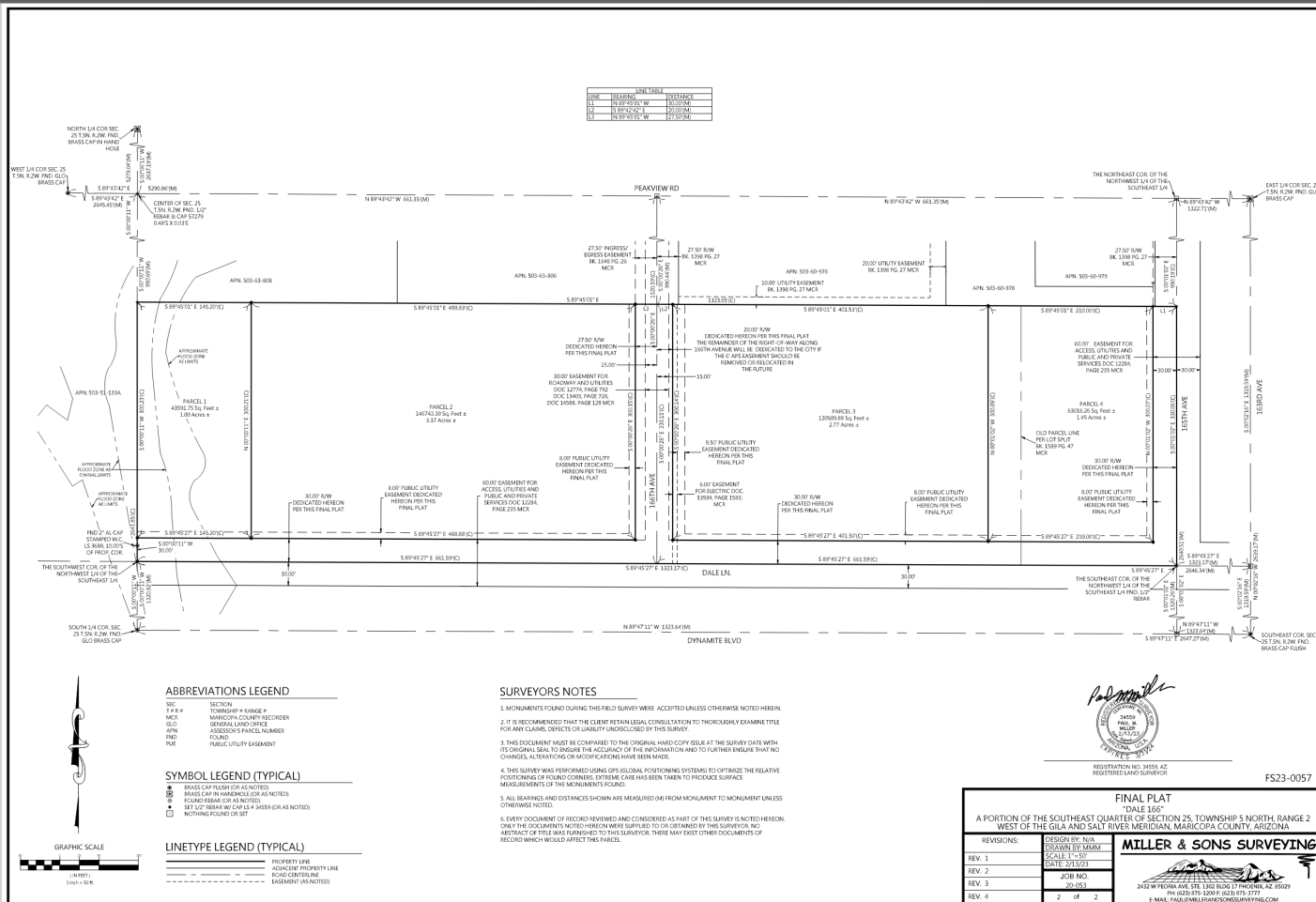
DALE LN

DYNAMITE BLVD

FS23-0057 ZONING MAP



FS23-0057 FINAL PLAT





SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023
Submitting Department: Human Svcs and Comm
Vitality
Staff Recommendations:

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: Internal

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

Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to provide Community Action Program services, accepting grant funding, and amending the Fiscal Year 2023 Budget by moving budget authority in the amount of \$61,900 within the Grants Fund; Resolution # 2023-23.

Motion:

I move to approve Resolution # 2023-23.

Background:

Maricopa County and the City of Surprise entered into an IGA on August 10, 2022 to provide Community Action Program services from the Surprise Resource Center. The parties wish to enter into Amendment 1 to increase the total agreement funding to \$536,250 through June 30, 2023.

Objective Analysis:

This action will allow HSCV to expend additional administrative resources to operate the Community Action Program services from the Surprise Resource Center from January 1, 2023- June 30, 2023.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

This one-time grant award is for administrative support of CAP services from January 1, 2023 - June 30, 2023. All expenditures will be reimbursed on a monthly basis. The total match requirement for the year is \$123,702, which is met through the staff salaries and ERE that are covered by the General Fund.

Budget Impact:

This action will move budget authority within the Grants Fund in the amount of \$61,900 from contingency to project G51593 to cover the projected expenditures of the program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

None

ATTACHMENTS:

1. City of Surprise CAP Amendment 1
 2. RES 2023-23 FY23 CAP IGA Amend 1
-

AMENDMENT NO. 1 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, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about August 10, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include Crisis Case Management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency. The Contractor shall provide services in Surprise and surrounding areas. The Agreement term is the term of July 1, 2022, through June 30, 2023. The County provided the Contractor with \$474,375 for the CAP service activities. The County and the Contractor collectively are referred to as the "Parties."
- II. The Parties agree to enter into this Amendment No. 1 to amend the Agreement as follows:
- A. Revise Section 4 (Budget and Compensation), paragraph 1.2 (Funding), subparagraph 1.2.3 by removing in its entirety and replacing with the following:
- 1.2.3 Funding shall be provided in six (6) month timeframes to support minimum staffing levels as stated below:
- 1.2.3.1 Funding for the timeframe of July 1, 2022, through December 31, 2022, will support a minimum staffing level of:
- 1.2.3.1.1 6.5 full-time equivalent (FTE) positions to include 5.5 Client Services Specialist and 1 Quality Assurance Specialist
- 1.2.3.2 Funding for the timeframe of January 1, 2023, through June 30, 2023, will support a minimum staffing level of:
- 1.2.3.2.1 6.5 full-time equivalent (FTE) positions to include 5.5 Client Services Specialist and 1 Quality Assurance Specialist
- B. Revise Section 4 (Budget and Compensation), paragraph 1.5 (Operating Budget) by removing in its entirety and replacing with the following Operating Budgets. The County shall provide the Contractor with increase funding in the amount of \$268,125 for the period of January 1, 2023, through June 30, 2023. The Agreement amount is now increased to a total of \$536,250.

**City of Surprise
Operating Budget**

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

Service: Community Action Program (CAP) Client Services

Funding Sources

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

Budget Categories

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

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

**City of Surprise
Operating Budget**

Contract Operating Period: January 1, 2023 through June 30, 2023
Service: Community Action Program (CAP) Client Services

Funding Sources

*County	\$268,125
Cash Match Contribution	\$63,802
Total Funding	\$331,927

Budget Categories

	Direct Service Costs	Administration Costs	Total Cost
Personnel/ERE	\$330,927	\$0	\$330,927
Travel	\$0	\$0	\$0
Materials & Supplies	\$1,000	\$0	\$1,000
Operating Services	\$0	\$0	\$0
Total Expenses			\$331,927

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

- III. Section II above contains all the changes made by this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as amended by previous amendments.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf.
- V. This Amendment No. 1 shall be effective upon approval and signature by both Parties.

[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

Mayor Date

Chairman, Board of Supervisors Date

Attested To:

Attested To:

City Clerk Date

Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 1 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. 1 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:

BY: _____
Attorney for the City Date

BY: _____
Deputy County Attorney Date

RESOLUTION # 2023-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE COMMUNITY ACTION PROGRAM SERVICES, ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY OF \$61,900 WITHIN THE GRANTS FUND TO PROJECT G51593.

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

WHEREAS, Maricopa County and the City of Surprise entered into a financial Intergovernmental Agreement (“IGA” or “Agreement”) on or about August 10, 2022 for the term of July 1, 2022 through June 30, 2023;

WHEREAS, the parties desire to enter into Amendment No. 1 to the IGA in order to increase Agreement funding in the amount of \$61,875 for the period of January 1, 2023 through June 30, 2023;

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

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 Amendment No. 1 between the City of Surprise and Maricopa County, attached as *Exhibit B*, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-23 **Exhibit A**

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$268,200 within the Grants Fund due to funding for administrative support for CAP services at the Resource Center. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51593 FY23 CAP	E	474,400	61,900	536,300
Grants	Human Svcs and Comm Vitality	#G51593 FY23 CAP	R	474,400	61,900	536,300
Grants/Contingency	General Operations	Contingency	E	2,636,100	(61,900)	2,574,200
Grants/Contingency	General Operations	Other	R	2,642,900	(61,900)	2,581,000
Expense Total				3,110,500	-	3,110,500
Revenue Total				3,117,300	-	3,117,300

EXHIBIT B

AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023

Contact Person: Michael Boule, ASST
DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource
Management

District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action authorizing the Mayor and Council to accept the First Amendment to the Surprise Foothills Water Supply Facility Development Agreement. Resolution # 2023-30.

Motion:

I move to Approve Resolution 2023-30.

Background:

The Surprise Foothills Water Supply Facility Development Agreement was executed in 2016 via Resolution #2016-154. The owners have paid for the design and construction of Phase 1 of the Surprise Foothills Water Supply Facility. Phase 1 of the facility will provide a limited capacity, therefore, future expansions of the Surprise Foothills Water Supply Facility will be needed to provide water service for the build-out of the Service Area. The Parties desire to enter into this First Amendment in order to define responsibility for future expansions of the Surprise Foothills Water Supply Facility, and to create a water system buy-in fee to be used to reimburse owners for Phase 1 of the Surprise Foothills Water Supply Facility and pay for future expansions of the Surprise Foothills Water Supply Facility.

Objective Analysis:

Proposed developments within the Benefited Area that desire to receive water service from the Surprise Foothills Water Supply Facility shall be required to annex into this agreement. The City will collect a Water System Buy-in Fee of \$7,300 per 0.444 GPM of maximum day demand for single-family, multi-family, and non-residential developments and \$7,300 per 0.444 GPM of average day demand for open space irrigation for any development that is a party to the agreement or that annexes into the agreement. The City Portion of the buy-in fee (\$3,100) shall be used to pay for design and construction costs associated with additional phases of the Water System Infrastructure. The City will remit to the Owners the Owner's portion (\$4,200) on a quarterly basis until such time as the Phase 1 reimbursable amount has been repaid to the Owners. Following the repayment of Phase 1 reimbursable amount, the entire Water System Buy-in Fee shall be considered the City's Portion. The City Portion shall be adjusted on an annual basis in accordance with the Engineering News Record Construction Cost Index – 20 City Average in order to account for inflation.

Policy Compliant:

This item is policy compliant as it relates to the amendment and execution of development agreements.

Financial Impact:

Within the benefited area, the City will collect a buy-in fee in lieu of the SPA 3 water system impact fee. The City will collect and reimburse the Owners their portion of the buy-in fee on a quarterly basis. The City Portion shall be adjusted on an annual basis in accordance with the Engineering News Record Construction Cost Index – 20 City Average. Any infrastructure and/or water rights dedicated to the City as part of this agreement will add to the City's asset base. The City will be responsible for operating and maintenance costs of infrastructure to be conveyed.

Budget Impact:

Revenues resulting from the collection of buy-in fees will offset Design and Construction costs associated with the additional phases of the Water System Infrastructure. Any operating and maintenance costs associated with the acceptance of infrastructure will be incorporated in future budgets.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

1. 23.02.17 EVR RES 2023-30 1st Amend. Surprise Foothills Water System DA
 2. First Amendment to the Surprise Foothills Water Campus DA -- execution version 011223 _with exhibits
 3. EXHIBIT A-1 LEGAL DESCRIPTION
 4. EXHIBIT A-2 DEPICTION OF THE PROPERTIES
 5. EXHIBIT B DEPICTION OF SERVICE AREA- final
 6. EXHIBIT C WATER SYSTEM ANALYSIS AND PHASING SCHEDULE
 7. EXHIBIT D DEPICTION OF EXEMPT PROPERTIES- final
 8. EXHIBIT F PORTION OF SURPRISE FOOTHILLS- final
 9. EXHIBIT G DEPICTION OF SF CAMPUS AREA- final
-

RESOLUTION # 2023-30

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE SURPRISE FOOTHILLS WATER SUPPLY FACILITY DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE (“CITY”) AND BUENA VISTA RANCH, SURPRISE FOOTHILLS, AND MESQUITE MOUNTAIN RANCH (“COLLECTIVELY “OWNERS”)

WHEREAS, The City is authorized to enter into the attached agreement pursuant to A.R.S. § 9-500.05; and

WHEREAS, City, Buena Vista Ranch, Surprise Foothills, and Mesquite Mountain Ranch (“Owners”) are parties to that certain Surprise Foothills Water Supply Facility Development Agreement dated December 27, 2016 (“Agreement”), recorded as Instrument No. 2016-0954034, Records of Maricopa County, Arizona; and

WHEREAS, Owners have paid for the design and construction of Phase 1 of the Surprise Foothills Water Supply Facility; and

WHEREAS, The Parties understand that Phase 1 of the Surprise Foothills Water Supply Facility will provide a limited amount of water capacity and that future expansions of the Surprise Foothills Water Supply Facility will be needed to provide water service for the build-out of the Service Area; and

WHEREAS, The City has agreed to take responsibility for the future expansions of the Surprise Foothills Water Supply Facility in accordance with the terms of this First Amended Development Agreement (“First Amendment”), attached as **Exhibit A**; and

WHEREAS, The Parties desire to enter into the First Amendment in order to define responsibility for future expansions of the Surprise Foothills Water Supply Facility, and to create a water system buy-in fee to be used to reimburse Owners for Phase 1 of the Surprise Foothills Water Supply Facility and pay for future expansions of the Surprise Foothills Water Supply Facility.

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

Section 1. The First Amendment to the Surprise Foothills Water Supply Development Agreement attached as **Exhibit A** is approved.

Section 2. The Mayor is hereby authorized to execute the First Amendment and to further take all steps necessary to carry out the purpose and intent of the First Amendment and this Resolution.

APPROVED AND ADOPTED this _____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"

FIRST AMENDMENT TO SURPRISE FOOTHILLS WATER

SUPPLY DEVELOPMENT AGREEMENT

After recording, return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

With a copy to:
Jeffrey M. Blilie
Beus Gilbert McGroder PLLC
701 North 44th Street
Phoenix, AZ 85008

**FIRST AMENDMENT TO THE
SURPRISE FOOTHILLS WATER SUPPLY FACILITY DEVELOPMENT
AGREEMENT
(Surprise Foothills, Buena Vista Ranch and Mesquite Mountain Ranch)**

THIS FIRST AMENDMENT TO THE SURPRISE FOOTHILLS WATER SUPPLY FACILITY DEVELOPMENT AGREEMENT (this “**First Amendment**”) is entered into by and between the City of Surprise, an Arizona municipal corporation (“**City**”), Buena Vista Holdings, LLC, an Arizona limited liability company (“**Buena Vista**”) acting on behalf of the Buena Vista Ranch Development, Surprise Foothills Master LLC, an Arizona limited liability company (“**Surprise Foothills**”), Management 317 LLC, an Arizona limited liability company (“**317**”) acting on behalf of the Surprise Foothills, and Mesquite Mountain Ranch Investments LLC, an Arizona limited liability company (“**MMR**”) acting on behalf of the Mesquite Mountain Ranch Phase 2, as of the date the last party signs and dates this First Amendment. Buena Vista, Surprise Foothills, 317 and MMR are referred to herein collectively as the “**Owners**” and individually as an “**Owner**.” Together, City and Owners may be referred to as “**Parties**.”

RECITALS:

A. City, Buena Vista, Surprise Foothills, 317 and MMR are parties to that certain Surprise Foothills Water Supply Facility Development Agreement dated December 27, 2016 (“**Agreement**”), recorded as Instrument No. 2016-0954034, Records of Maricopa County, Arizona.

B. Owners own and are developing the following projects: Mesquite Mountain Ranch, Surprise Foothills and Buena Vista Ranch, as legally described in the attached Exhibit A-1 (“**Properties**”).

C. MMR sold the first phase of the Mesquite Mountain Ranch project (“**MMR Phase 1**”) to TNHC Arizona Marketing, LLC. The sale of MMR Phase 1 included water capacity in Phase 1 of the Surprise Foothills Water Supply Facility necessary to develop

MMR Phase I; therefore, the MMR Phase 1 shall no longer be subject to the terms of the Agreement and be considered an Exempt Property (defined in Section 2.6).

D. Owners have paid for the design and construction of Phase 1 of the Surprise Foothills Water Supply Facility.

E. The Parties understand that Phase 1 of the Surprise Foothills Water Supply Facility will provide a limited amount of water capacity and that future expansions of the Surprise Foothills Water Supply Facility will be needed to provide water service for the build-out of the Service Area (defined in Section 2.4).

F. The City has agreed to take responsibility for the future expansions of the Surprise Foothills Water Supply Facility in accordance with the terms of this First Amendment.

G. 92 Acres Associates, LLC, owner of the Rancho Vista project (depicted in Exhibit D) has elected to annex into the Agreement and will do so concurrent with the approval of this First Amendment; however, upon annexation Rancho Vista will be considered an Exempt Property (as well as an Annexed Property).

H. The Parties desire to enter into this First Amendment in order to define responsibility for future expansions of the Surprise Foothills Water Supply Facility, and to create a water system buy-in fee to be used to reimburse Owners for Phase 1 of the Surprise Foothills Water Supply Facility and pay for future expansions of the Surprise Foothills Water Supply Facility.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows:

1. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

2. Section 2.2 is hereby repealed and replaced with the following language:

2.2 “*Water System Infrastructure*” means the Surprise Foothills Water Supply Facility, including but not limited to storage tanks, wells, well transmission lines, water distribution lines, water treatment, booster pumps and other water system infrastructure required to provide standard water service levels to the Service Area, are further described in the WaterWorks infrastructure analysis and phasing schedule attached hereto as Exhibit C.

3. The following Section 2.4 is hereby added to the Agreement.

2.4 “*Service Area*” means the properties identified in the attached Exhibit B that can be annexed into this Agreement and receive potable water service from the Water System Infrastructure subject to the terms of this Agreement. The Service Area includes a future expansion area that may be included in the Service Area, provided the WaterWorks infrastructure analysis, attached hereto as Exhibit C, is updated to reflect the addition of the future expansion area and approved by the City.

4. The following Section 2.5 is hereby added to the Agreement.

2.5 “*Annexed Property(ies)*” means one or more properties within the Service Area that have been annexed into this Agreement in accordance with Sections 10.4 and 10.4.1.

5. The following Section 2.6 is hereby added to the Agreement.

2.6 “*Exempt Property(ies)*” means the Mesquite Mountain Ranch Phase 1 project and the Rancho Vista project, as depicted in Exhibit D.

6. The term “Water Master Plan” as defined in Section 5 has been updated and shall now mean the West Deer Valley Water Group – Area Water Master Study Water Model for the Properties, dated July 2022.

7. The following Section 6 shall replace Section 6 in the Agreement.

6. Water System Infrastructure.

6.1 Phase 1 Infrastructure. Owners have completed Phase 1 of the Water System Infrastructure (“**Phase 1 Infrastructure**”), consisting generally of the following:

- 2 production wells, including well transmission lines to the water campus
- 1.5 million gallon potable water storage tank
- Booster pumps
- APS substation
- Ancillary water campus improvements

Based on firm well capacity, the Phase 1 Infrastructure will serve 3,105 equivalent dwelling units (EDUs) before additional phases of the Water System Infrastructure will be needed.

6.2 Future Water System Infrastructure. City shall be responsible for designing, constructing and installing the additional phases of Water System Infrastructure needed to serve the build-out of the Service Area. City shall use the City Portion (defined in Section 10.3) to pay the Design and Construction Costs associated with the additional phases of Water System Infrastructure. A phasing schedule and collection timing schedule for future phases of the Water System Infrastructure has been

provided by WaterWorks and is attached hereto as Exhibit C.

6.2.1 Well Transmission Lines. In the event roadway or some other improvements are being constructed in a location where a future well transmission line is planned, the person constructing the improvements shall also be required to construct the planned well transmission line. The Design and Construction Costs associated with the well transmission line shall be eligible for reimbursement from the City Portion, subject to availability of the City Portion. Any person seeking reimbursement for well transmission line Design and Construction Costs shall provide City with receipts and documentation supporting the Design and Construction Costs, which shall be reviewed and approved by City. Reimbursement shall be in the form of a credit against the payment of the City Portion of future Water System Buy-in Fees (defined in Section 10.3), or direct reimbursement by the City from the previously collected City Portion (subject to availability). If direct reimbursement is selected as the reimbursement mechanism, then the Design and Construction Costs incurred to complete the well transmission line shall comply with all Arizona Revised Statute, Title 34 public bidding requirements, and City shall make the reimbursement payment within sixty (60) days following (i) completion of construction and City acceptance of the well transmission line and (ii) City approval of the well transmission line Design and Construction Costs, subject to the availability of the City Portion. Any well transmission line Design and Construction Costs that remain unreimbursed due to an insufficient City Portion shall be reimbursed as a credit against the City Portion of future Water System Buy-in Fees to be paid by the person seeking reimbursement.

6.3 Onsite Water System. Each person developing within the Properties or within the Annexed Properties shall be responsible for the onsite water distribution lines/facilities necessary for the distribution of water to the parcels within such person's respective property (the "**Onsite Water System**"). The Onsite Water System shall be connected to the City's water system as provided in the Water Master Plan. The Design and Construction Costs associated with the Onsite Water System are not eligible for reimbursement or a credit against the Water System Buy-in Fee.

8. The following Section 7.4 shall be added to the Agreement.

7.4 Water Supply Facility Expansion Area. Surprise Foothills agrees to set aside for purchase the approximately 16.4 acre parcel, depicted as Parcel 9 on the attached Exhibit G, for the future expansion of the Water Supply Facility for a period of 5 years from the date this First Amendment is executed. Parcel 9, or some portion thereof, may be required in the event the Service Area is expanded to include the future expansion area. The cost to acquire Parcel 9, or some portion thereof, shall be borne by the person(s) developing the Service Area future expansion area, and such acquisition cost would not be eligible for reimbursement or a credit against the Water System Buy-in Fee. The purchase price for Parcel 9 shall be its fair market value to be determined at the time of sale by a third-party appraisal.

9. The following Section 8 shall replace Section 8 in the Agreement.

8. Effluent. Owners understand that effluent management is tied to wastewater and that Owners agree to work with the City to address the additional wastewater capacity needed to serve the Properties. City will own and control all wastewater and effluent generated from the Properties and Annexed Properties.

10. The following Section 9.5 shall be added to the Agreement.

9.5 Future Well Sites. Owners and any owner of Annexed Property agree to dedicate to City additional well sites for future wells needed to serve the Service Area. The location of well sites shall be determined by the City in cooperation with the dedicating party and shall be approximately 150' x 150' in size. Well sites shall be dedicated to the City at no cost, and the value of the well sites shall not be eligible for reimbursement or a credit against the Water System Buy-in Fee. City acknowledges that the Owners have satisfied the requirements of Sections 9.1, 9.2 and 9.3, and these Sections shall not apply to future well sites dedicated in accordance with this Section 9.5.

11. The following Section 10 shall replace Section 10 in the Agreement.

10. Phase 1 Costs and Water System Buy-in Fee.

10.1 Phase 1 Costs. The Design and Construction Costs incurred by Owners to complete the Phase 1 Infrastructure are \$25,409,543 ("**Phase 1 Costs**"). Owners have provided to City documentation supporting the Phase 1 Costs, and City has reviewed and approved the Phase 1 Costs.

10.2 Phase 1 Reimbursable Amount. Owners have been reimbursed \$7,616,000 of the Phase 1 Costs, leaving a balance of \$17,793,543 ("**Phase 1 Reimbursable Amount**").

10.3 Water System Buy-in Fee. City shall assess and collect a water system buy-in fee of: (i) \$7,300 per single family dwelling unit plus \$7,300 per .444 GPM of average day demand (ADD) for open space irrigation, and (ii) \$7,300 per .444 gallons per minute (GPM) of maximum day demand (MDD) for non-residential development and multi-family development ("**Water System Buy-in Fee**"), as further described in the table below. The Water System Buy-in Fee shall be broken down into a "**City Portion**" consisting of \$3,100, and an "**Owners Portion**" consisting of \$4,200. The City Portion shall be adjusted on an annual basis in accordance with the Engineering News Record Construction Cost Index – 20 City Average with the base index being the index in effect on the date the Phase 1 Infrastructure is conditionally accepted by the City. Any adjustment shall be the amount of change rounded up to the nearest hundredth. If the Engineering News Record Construction Cost Index is discontinued or revised during the term of this Agreement, such other government index or computation with which it is replaced shall be utilized, and modified as necessary, to obtain substantially the same result as would be obtained if the Engineering News Record Construction Cost Index had not been so discontinued or revised.

Single-Family Residential	\$7,300 per platted lot + \$7,300 per .444 GPM of ADD for open space irrigation within the final plat
Multi-Family Residential	\$7,300 per .444 GPM of MDD for units within the site plan
Commercial/Industrial	\$7,300 per .444 GPM of MDD for the buildings within the site plan

10.3.1 Area for Collection. The Water System Buy-in Fee shall be collected with any development occurring within the Properties and the Annexed Properties, excluding the Exempt Properties.

10.3.2 Timing for Collection.

10.3.2.1 Within the Properties.

A. Single Family Projects: City will assess and collect the City Portion for each platted lot and for each GPM needed for open space irrigation within the final plat prior to issuing the first building permit within the final plat. City will assess and collect the Owners Portion for each GPM needed for open space irrigation within the final plat prior to issuing the first building permit within the final plat, and the Owners Portion for each platted lot at the time each building permit is issued. By way of example, Developer A submits a final plat with 200 lots and open space irrigation requiring 10 GPM/ADD for approval to the City. Developer A would pay \$620,000 (\$3,100 x 200) plus \$164,414 (10 / .444 x \$7,300) prior to the City issuing the first building permit within the final plat. Additionally, Developer A would pay \$4,200 with each building permit pulled for the 200 lots, or another \$840,000 (\$4,200 x 200). Collectively, Developer A would pay \$1,624,414 in Water System Buy-in Fees. Notwithstanding the foregoing: (i) for the portion of the Surprise Foothills project located south of Deer Valley Road, as depicted in the attached Exhibit F, the City Portion will be collected in the same timing manner as the Owners Portion, and (ii) an Owner may request that a portion of the Properties, subject to such Owner's ownership and control, be treated as an Annexed Property for the purpose of collecting the Owners Portion.

B. Multi-Family/Non-Residential Projects: City shall assess and collect the entire Water System Buy-in Fee for each GPM needed within the site plan prior to issuing the first building permit within the site plan. By way of example, Developer A submits a site plan for an apartment with 220 units; Developer A would pay \$1,606,000 (\$7,300 x 220) prior to the City issuing the first building permit within the site plan.

10.3.2.2 Within the Annexed Properties. City

shall assess and collect the entire Water System buy-in Fee for (i) each platted lot and each GPM needed for open space irrigation within the final plat, or (ii) each GPM needed within the site plan prior to issuing the first building permit within the respective final plat or site plan.

10.3.3 City Portion. City shall use the City Portion to pay the Design and Construction Costs associated with additional phases of the Water System Infrastructure. In the event the City Portion exceeds the Design and Construction Costs to complete the additional phases of the Water System Infrastructure, then City shall be entitled to retain such funds for repair and replacement costs associated with the Water System Infrastructure.

10.3.4 Owners Portion. City shall remit to Owners the Owners Portion on a quarterly basis (January 1, April 1, July 1, October 1) until such time the Phase 1 Reimbursable Amount has been repaid to Owners. Following the repayment of the Phase 1 Reimbursable Amount to Owners, the Water System Buy-in Fee shall be collected as follows: (i) within the Properties only the City Portion of the Water System Buy-in Fee shall be collected, and (ii) within the Annexed Properties the entire Water System Buy-in Fee (both the Owners Portion and the City Portion) shall be collected and be considered the City Portion.

10.4 Annexation of Additional Properties. An owner of property within the Service Area may elect to annex into this Agreement for the purpose of receiving potable water service from the City, subject to the payment of Water System Buy-in Fees in accordance with the terms of this Agreement. If a person who has annexed property into this Agreement fails to timely pay its Water System Buy-in Fees, then such person's annexed property shall not be entitled to potable water service from the City and the City may (i) refuse to process any further entitlements for such person's annexed property, and (ii) refuse to issue building permits within such person's annexed property.

10.4.1 Annexation Petition. The annexation petition, attached hereto as Exhibit E, shall be completed by the owner electing to annex into this Agreement, and signed by both City and Owners' Representative.

10.4.2 Additional Water Infrastructure for Annexed Properties. An Annexed Property may be required to make improvements to the Water System Infrastructure above and beyond those improvements contemplated in this Agreement, which improvements are needed to provide water service to the Annexed Property. Any such improvements needed to the Water System Infrastructure would be the responsibility of the Annexed Property and the Design and Construction Costs associated with those improvements would not be eligible for reimbursement or a credit against the Water System Buy-in Fee.

10.5 SPA 3 Water Impact Fees. City shall not assess or collect any water system development impact fees from any person developing property or requesting a building permit within either the Properties or an Annexed Property who has

paid the Water System Buy-in Fee. Notwithstanding the foregoing, (i) the SPA 3 Water Resource Impact fee shall still be assessed and collected from any person developing property or requesting a building permit within either the Properties or an Annexed Property, and (ii) if in the future water system improvements neither currently required nor contemplated in the current water system development impact fee (e.g. fluoride treatment) are added to the water system development impact fee, then the portion associated with such water system improvements will be assessed and collected from any person developing property or requesting a building permit within either the Properties or an Annexed Property

12. In Sections 11.1, 11.2 and 11.3, the term “Water System Infrastructure” shall be replaced with the term “Phase 1 Infrastructure.”

13. The following Section 15.1 shall replace Section 15.1 in the Agreement.

Section 15.1 Term. The term for this Agreement shall be twenty (20) years beginning on the date the City has accepted the Phase 1 Infrastructure. The term may be extended for an additional five (5) year extension term provided development within the Service Area is ongoing.

14. Section 15.7 shall be revised to include the following Exhibits, with the attached Exhibits A-1 and A-2 replacing Exhibit A to the Agreement.

Exhibit A-1: Legal Description of the Properties
Exhibit A-2: Depiction of the Properties
Exhibit B: Depiction of the Service Area
Exhibit C: WaterWorks Infrastructure Analysis and Phasing Schedule
Exhibit D: Depiction of the Exempt Properties
Exhibit E: Annexation Petition
Exhibit F: Portion of Surprise Foothills Project
Exhibit G: Depiction of Water Supply Facility Expansion Parcel

15. The address for Buena Vista, Surprise Foothills, 317 and MMR shall be replaced with the following address.

5111 N. Scottsdale Rd., Suite 202
Scottsdale, AZ 85251

16. The Water Resources Management Director shall replace Terry Lowe as the City representative.

17. Except as otherwise amended hereby, all terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date(s) written below.

CITY OF SURPRISE, an Arizona
municipal corporation

By _____
Mayor Skip Hall

Date _____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2023, 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 or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

BUENA VISTA HOLDINGS, LLC, an
Arizona limited liability company

By: BVR Management LLC, an Arizona
limited liability company, Manager

By: _____
Elliott D. Pollack, Member

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2023, before me personally appeared Elliott D. Pollack, Member of BVR Management LLC, an Arizona limited liability company, 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 claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

SURPRISE FOOTHILLS MASTER LLC,
an Arizona limited liability company

By: SURPRISE FOOTHILLS
DEVELOPMENT LLC, an Arizona limited
liability company, Manager

By: _____
Elliott D. Pollack, Member

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2023, before me personally appeared Elliott D. Pollack, Member of Surprise Foothills Development LLC, an Arizona limited liability company, 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 claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

MANAGEMENT 317 LLC, an Arizona
limited liability company

By: _____
Elliott D. Pollack, Member

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2023, before me personally appeared Elliott D. Pollack, Member of Management 317 LLC, an Arizona limited liability company, 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 claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

**MESQUITE MOUNTAIN RANCH
INVESTMENTS LLC**, an Arizona limited
liability company

By: MMR Investors LLL, an Arizona
limited liability company, Manager

By: MMR Management LLC, an
Arizona limited liability company,
Member

By: _____
Elliott D. Pollack, Member

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2023, before me personally appeared Elliott D. Pollack, Member of MMR Management LLC, an Arizona limited liability company, 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 claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

**Rancho Vista
Annexation Petition**

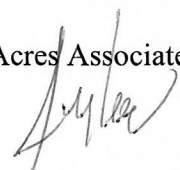
92 Acres Associates, LLC ("Annexed Owner") hereby elects to annex the following Project into the Surprise Foothills Water Supply Facility Development Agreement, recorded as Instrument No. 2016-0954034, Records of Maricopa County, Arizona, including the First Amendment to the Surprise Foothills Water Supply Facility Development Agreement ("Agreement").

Project Name:	Rancho Vista
Project Size:	92 acres
Project Location:	NWC of Beardsley Road and 227 th Avenue
Project Legal Description:	See attached <u>Exhibit A</u>

By agreeing to annex the Project into the Agreement, Annexed Owner agrees to pay the Water System Buy-in Fee and comply with all applicable terms of the Agreement. Annexed Owner also understands that Annexed Owner may be required to make improvements to the Water System Infrastructure unique to the Project. Any improvements needed to the Water System Infrastructure unique to the Project would be the responsibility of Annexed Owner and the Design and Construction Costs associated with those improvements would not be eligible for reimbursement or a credit against the Water System Buy-in Fee.

ANNEXED OWNER

92 Acres Associates, LLC, as Arizona limited liability company


Date: _____

1/10/23

CITY _____

Date: _____

Owners' Representative

EXHIBIT A-1

Legal Description of the Properties

[see attached]

EXHIBIT A-2

Depiction of the Properties

[see attached]

EXHIBIT B

Depiction of the Service Area

[see attached]

EXHIBIT C

Water System Infrastructure Analysis and Phasing Schedule

[see attached]

EXHIBIT D

Depiction of the Exempt Properties

[see attached]

EXHIBIT E

Annexation Petition

_____(“Annexed Owner”)
hereby elects to annex the following Project into the Surprise Foothills Water Supply Facility Development Agreement, recorded as Instrument No. 2016-0954034, Records of Maricopa County, Arizona, including the First Amendment to the Surprise Foothills Water Supply Facility Development Agreement (“Agreement”).

Project Name:

Project Size:

Project Location:

Project Legal Description: See attached Exhibit A

By agreeing to annex the Project into the Agreement, Annexed Owner agrees to pay the Water System Buy-in Fee and comply with all applicable terms of the Agreement. Annexed Owner also understands that Annexed Owner may be required to make improvements to the Water System Infrastructure unique to the Project. Any improvements needed to the Water System Infrastructure unique to the Project would be the responsibility of Annexed Owner and the Design and Construction Costs associated with those improvements would not be eligible for reimbursement or a credit against the Water System Buy-in Fee.

ANNEXED OWNER

Date: _____

CITY

Date: _____

Owners’ Representative

EXHIBIT F

Portion of Surprise Foothills Project

[see attached]

EXHIBIT G

Depiction of Water Supply Facility Expansion Parcel

[see attached]

EXHIBIT A-1
LEGAL DESCRIPTION OF THE PROPERTIES

SURPRISE FOOTHILLS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1: (503-81-907)

The West half of the Southwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent.

Parcel No. 2: (503-81-033Z)

The Northeast quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent recorded in Book 285 of Deeds, page 524.

Parcel No. 3: (503-81-905)

The Southeast quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent recorded in Book 285 of Deeds, page 524.

Parcel No. 4: (503-81-906)

The East half of the Southwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all the coal and other minerals, as reserved in the Patent.

Parcel No. 5: (503-81-033M)

The Northwest quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South half, and

EXCEPT BEGINNING at the Northwest corner of said Section 15;

THENCE South 89 degrees 44 minutes 08 seconds East (record), North 89 degrees 55 minutes

02 seconds East (measured), along the North boundary of said Section 15, a distance of 252.42 feet (record), 252.03 feet (measured);

THENCE leaving said North boundary, South 55 degrees 02 minutes 38 seconds West (record) 54 degrees 42 minutes 07 seconds West (measured), a distance of 309.77 feet (record) 309.31 feet (measured), to a point on the West boundary of said Section 15;

THENCE North 00 degrees 28 minutes 10 seconds East (record) North 00 degrees 07 minutes 58 seconds East (measured), along said West boundary a distance of 178.36 feet (record) 178.36 feet (measured), to the **POINT OF BEGINNING**, and

EXCEPT all coal and other minerals as reserved in the Patent.

Parcel No. 6: (503-81-033N)

The South half of the Northwest quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent.

Parcel No. 7: (503-81-033P)

The Southwest quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West, of the Gila and Salt Base and Meridian, Maricopa County, Arizona;

EXCEPT unto the United States all coal and other minerals as reserved in the Patent.

Parcel No. 8: (503-83-031D)

The East half of the Northwest quarter of the Southeast quarter of Section 16, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all the mineral deposits as reserved to the State of Arizona as set forth in instrument recorded in Book 360 of Deeds, page 10.

Parcel No. 8A:

A Non-Exclusive Easement for Ingress, Egress and Utilities as created in Document No. 98-0639748 over, across, under and through the following described real property:

The West 20 feet of the Southeast quarter of the Southeast quarter of Section 16, Township 4 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
And

The South 20 feet of the West 20 feet of the Northeast quarter of the Southeast quarter of Section 16, Township 4 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

Parcel No. 9: (503-83-031E)

The Southeast quarter of the Southeast quarter of Section 16, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except all the mineral deposits as reserved to the State of Arizona as set forth in instrument recorded in Book 360 of Deeds, page 10.

Parcel No. 10: (503-82-003A)

The Southeast quarter of the Northeast quarter of the Southeast quarter; and
The East half of the Southwest quarter of the Northeast quarter of the Southeast quarter; and
The South half of the Northeast quarter of the Northeast quarter of the Southeast quarter; and
The Southeast quarter of the Northwest quarter of the Northeast quarter of the Southeast quarter;
and
The East 141.42 feet of the Northeast quarter of the Northeast quarter of the Northeast quarter of the Southeast quarter; and The East 141.42 feet of the Southeast quarter of the Northeast quarter;
and
The East 141.42 feet of the South half of the Northeast quarter of the Northeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land, as recorded in Book 306 of Deeds, page 192.

Parcel No. 11: (503-82-004Q)

The South half of the Northwest quarter of the Northeast quarter; and
The Southwest quarter of the Northeast quarter; and
The North half of the North half of the Northwest quarter of the Southeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land, as recorded in Book 306 of Deeds, page 192.

Parcel No. 12: (503-82-004R)

The South half of the Northeast quarter of the Northeast quarter; and
The Southeast quarter of the Northeast quarter; and

The North half of the North half of the Northeast quarter of the Southeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 141.42 feet thereof; and

EXCEPT all coal and other minerals, as reserved in the Patent to said land, recorded in Book 306 of Deeds, page 192.

Parcel No. 13: (503-82-003B)

The Northwest quarter of the Southeast quarter; and

The West half of the West half of the Northeast quarter of the Southeast quarter;
EXCEPT the North half of the North half of the Northeast quarter of the Southeast quarter; and
EXCEPT the North half of the North half of the Northwest quarter of the Southeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land, as recorded in Book 306 of Deeds, page 192.

Parcel No. 14: (503-82-004H)

The Northwest quarter and the North half of the North half of the Northeast quarter of Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and minerals in said land as reserved unto the United States of America; and
EXCEPT the West half of the Northwest quarter and the South half of the Southeast quarter of the Northwest quarter of Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 15: (503-82-004J)

The Northwest quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of the Northwest quarter of Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and other minerals as reserved in the Patent to said land, as recorded in Book 306 of Deeds, page 192.

BUENA VISTA RANCH

Parcel No.1:

The Southeast quarter of the Southeast quarter of the Southeast quarter of the Northwest quarter;
and

The North half of the Northeast quarter of the Northeast quarter; and

The South half of the Northeast quarter of the Northeast quarter; and

The West half of the Southeast quarter, and

The Northwest quarter of the Northeast quarter, and

The Southwest quarter of the Northeast quarter; and

The North half of the Southeast quarter of the Northeast quarter, and

The East half of the Southwest quarter, and

The East 3/4ths of the West half of the Southwest quarter of Section 10, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING all uranium, thorium, or other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 75), as set forth in the Patent on said land, as to the North half of the Northeast quarter of the Northeast quarter, and also

EXCEPT any portion thereof lying within the following described property:

BEGINNING at a point in the North boundary of said Section 10 that bears North 89 degrees 27 minutes 21 seconds west 691.69 feet from the Northeast corner of said Section 10;

THENCE from said point of beginning and leaving said North boundary South 38 degrees 49 minutes 55 seconds West 6432.75 feet, record (South 38 degrees 49 minutes 55 seconds West 6433.15 feet, measured);

THENCE South 55 degrees 02 minutes 38 seconds West, 325.38 feet to a point that bears North 80 degrees 48 minutes 09 seconds East 334.34 feet from the Southwest corner of said Section 10;

THENCE from last said point North 00 degrees 25 minutes 36 seconds East 1697.30 feet;

THENCE South 51 degrees 10 minutes 05 seconds East 420.33 feet;

THENCE North 38 degrees 49 minutes 55 seconds East, 2599.63 feet;

THENCE North 51 degrees 10 minutes 05 seconds West 1299.81 feet;

THENCE North 26 degrees 18 minutes 12 seconds East 1055.13 feet to a point in the North

boundary of Section 10;

THENCE along said North boundary South 89 degrees 46 minutes 15 seconds East 924.48 feet to the North quarter corner of said Section 10;

THENCE from said North quarter corner and along said North boundary South 89 degrees 27 minutes 21 seconds East 1950.73 feet to said Point of Beginning; and

EXCEPT any portion thereof lying Northwesterly of that certain line in Warranty Deed recorded in Docket 13178, Page 1041, records of Maricopa County, Arizona, described as North 38 degrees 49 minutes 55 seconds East 2599.63 feet; and

EXCEPT any position thereof lying East the following described line:

COMMENCING at a found 3" brass cap accepted as the Northeast corner of said Section 10, from which a found 2-1/2" GLO brass cap, up 1.1 feet, accepted at the North quarter corner thereof bears North 89 degrees 27 minutes 13 seconds West a distance of 2641.39 feet;

THENCE along the North line of said Section 10, North 89 degrees 27 minutes 13 seconds West a distance of 321.68 feet to the Point of Beginning;

THENCE South 34 degrees 25 minutes 45 seconds East a distance of 505.63 feet,

THENCE South 38 degrees 39 minutes 55 seconds East a distance of 163.01 feet;

THENCE South 23 degrees 28 minutes 38 seconds East a distance of 114.64 feet;

THENCE South 26 degrees 09 minutes 55 seconds East a distance of 158.98 feet;

THENCE South 26 degrees 25 minutes 54 seconds East a distance of 468.02 feet;

THENCE South 32 degrees 45 minutes 10 seconds East a distance of 142.34 feet;

THENCE South 27 degrees 56 minutes 20 seconds East a distance of 735.61 feet;

THENCE North 89 degrees 50 minutes 41 seconds West a distance of 829.00 feet to the East line of said Section 11;

THENCE along said East line South 00 degrees 29 minutes 54 seconds West a distance of 658.54 feet to the East quarter corner and to the Point of Terminus.

Parcel No 2:

The Northwest quarter of the Northwest quarter, and
The North one-half of the Southwest quarter of the northwest quarter, and

The North one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 11, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any portion thereof lying East the following described line:

COMMENCING at a found 3" brass cap accepted as the Northeast corner of said Section 10, from which a found 2-1/2" GLO brass cap, up 1.1 feet, accepted as the North quarter corner thereof bears North 89 degrees 27 minutes 13 seconds West a distance of 2641.39 feet,

THENCE along the North line of said Section 10, North 89 degrees 27 minutes 13 seconds West a distance of 321.68 feet to the Point of Beginning:

THENCE South 34 degrees 25 minutes 45 seconds East a distance of 505.63 feet;

THENCE South 38 degrees 39 minutes 55 seconds East a distance of 163.01 feet;

THENCE South 23 degrees 28 minutes 38 seconds East a distance of 114.64 feet;

THENCE South 26 degrees 09 minutes 55 seconds East a distance of 158.98 feet;

THENCE South 26 degrees 25 minutes 54 seconds East a distance of 468.02 feet;

THENCE South 32 degrees 45 minutes 10 seconds East a distance of 142.34 feet;

THENCE South 27 degrees 56 minutes 20 seconds East a distance of 735.61 feet;

THENCE North 89 degrees 50 minutes 41 seconds West a distance of 829.00 feet to the East line of said Section 11;

THENCE along said East line South 00 degrees 29 minutes 54 seconds West a distance of 658.54 feet to the East quarter corner and to the Point of Terminus.

Parcel No. 3:

The South half of the Southeast quarter of the Northeast quarter; and

The East half of the Southeast quarter of Section 10, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

MESQUITE MOUNTAIN RANCH INVESTMENTS LLC – SEC DEER VALLEY ROAD/231ST AVENUE

Parcel No. 1:

The Northwest quarter of the Northeast quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona:

EXCEPT all mineral deposits as reserved in Deed recorded as Book 360 of Deed, page 10.

Parcel No. 2:

The West half of the West half of Northeast quarter of the Northeast quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona:

EXCEPT all mineral deposits as reserved in Deed recorded as Book 360 of Deed, page 10.

Parcel No. 3:

The West half of the West half of the North half of the East half of the South half of the Northeast quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona:

EXCEPT all mineral deposits as reserved in Deed recorded as Book 360 of Deed, page 10.

Parcel No. 4:

An easement for vehicular and pedestrian ingress and egress, roadway and utility purposes over the North 20 feet of the Northeast quarter of the Northeast quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; as created by non-exclusive easement recorded as 99-0020035; except that part within Parcel No. 2.

MESQUITE MOUNTAIN RANCH STORAGE SITE

THE LAND REFERRED TO HEREIN BELOW IS SITUATED PHOENIX, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:
(APN NO. 503-80-008D)

The North 330 feet of the East half 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;

EXCEPT any portion lying within the Mesquite Mountain Ranch Phase 1A Subdivision recorded in Book 958 of Maps, page 14, records of Maricopa County, Arizona.

PARCEL NO. 2:
(APN NO. 503-80-009F)

The North 330 feet of the West half of the West half 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.

PARCEL NO. 3:
(APN NO. 503-80—009D)

The North 330 feet of the East half of the West half 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.

PARCEL NO. 4:
(APN NO. 503-80-008E)

The East half 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.

EXCEPT the North 330 feet;

EXCEPT any portion lying within Map of Dedication recorded in Book 958 of Maps, page 13, records of Maricopa County, Arizona;

EXCEPT any portion lying within the Mesquite Mountain Ranch Phase 1A Subdivision recorded in Book 958 of Maps, page 14, records of Maricopa County, Arizona.

PARCEL NO. 5:
(APN NO. 503-80-009J)

The West half of the West half 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.

EXCEPT the North 330 feet;

EXCEPT any portion lying within Map of Dedication recorded in Book 958 of Maps, page 13, records of Maricopa County, Arizona;

EXCEPT any portion lying within the Mesquite Mountain Ranch Phase 1A Subdivision recorded in Book 958 of Maps, page 14, records of Maricopa County, Arizona.

PARCEL NO. 6:
(APN NO. 503-80-009K)

The East half of the West half 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;

EXCEPT the North 330 feet;

EXCEPT any portion lying within Map of Dedication recorded in Book 958 of Maps, page 13, records of Maricopa County, Arizona;

EXCEPT any portion lying within the Mesquite Mountain Ranch Phase 1A Subdivision recorded in Book 958 of Maps, page 14, records of Maricopa County, Arizona.

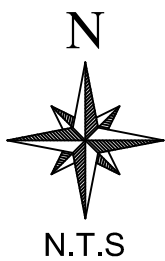
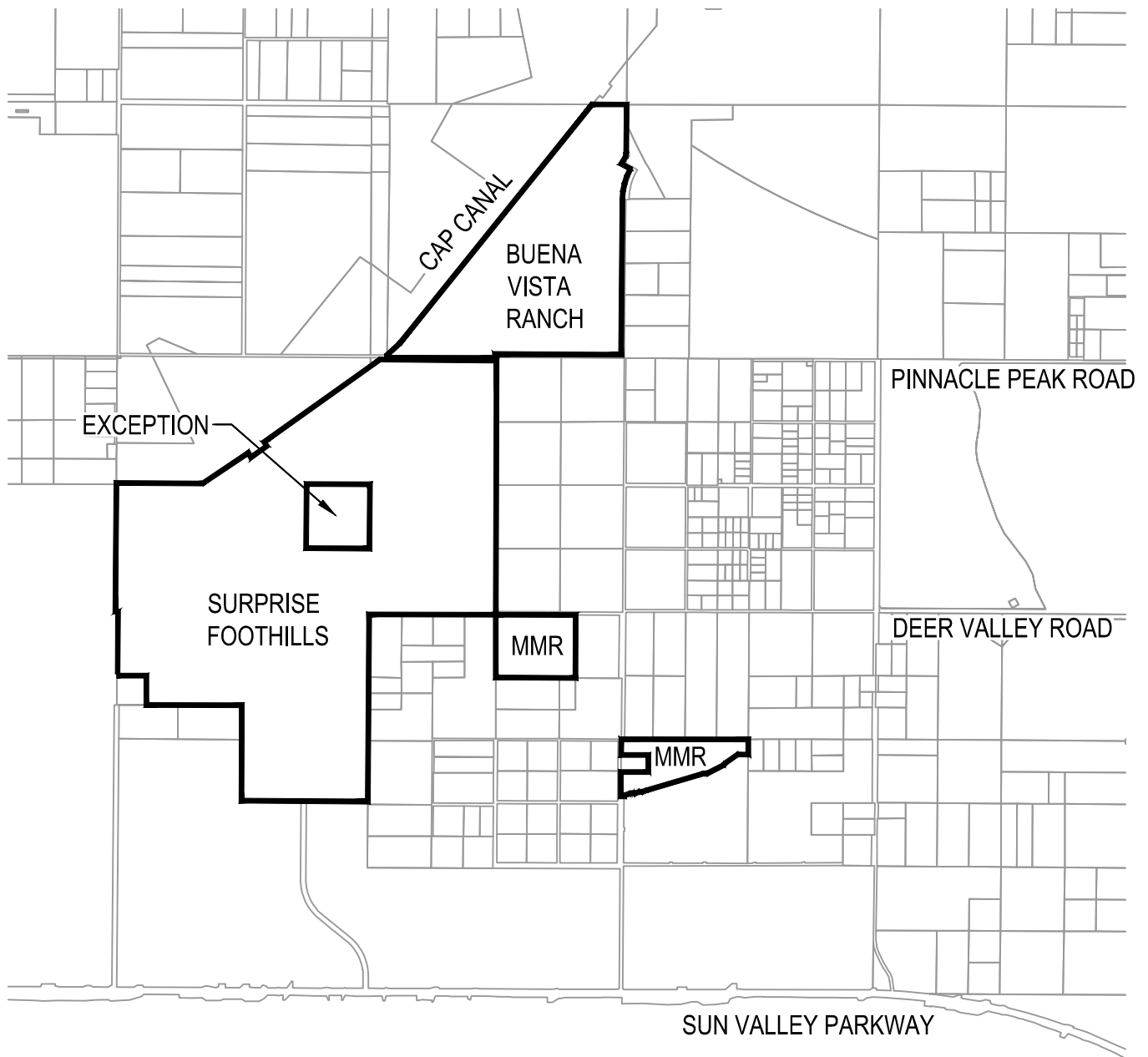
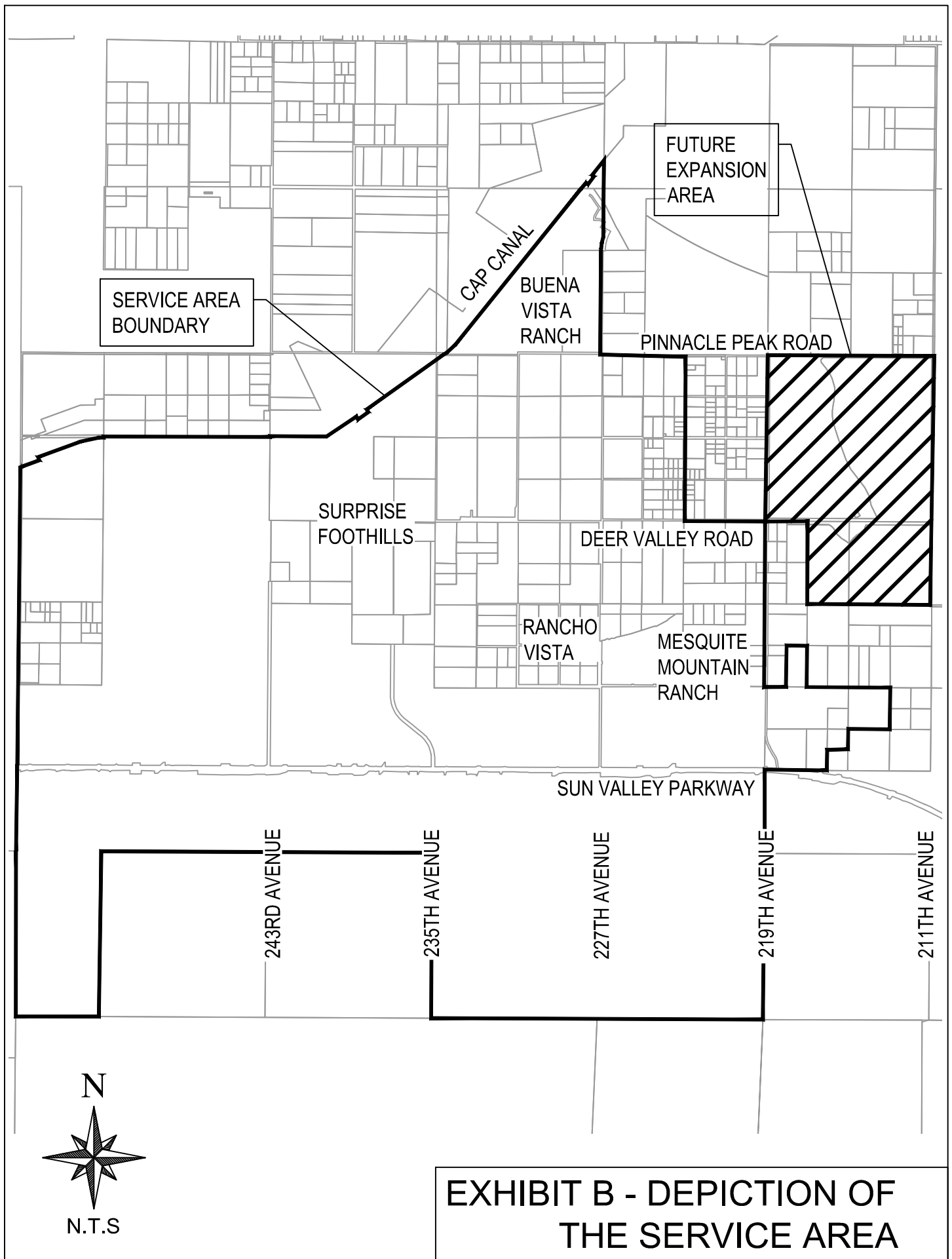


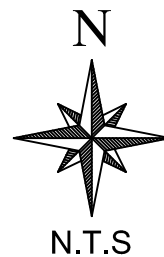
EXHIBIT A-2 DEPICTION OF THE PROPERTIES



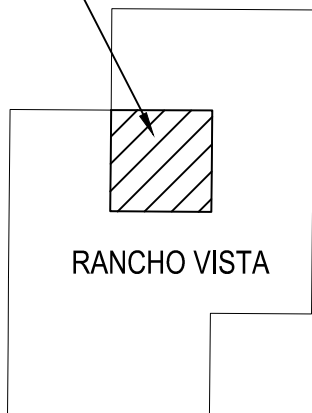
Project Location: City of Surprise
Project Name: Surprise Foothills Water Campus Cost Estimate
Date: August 17, 2022

DRAFT ENGINEERS OPINION OF PROBABLE COST													
DESCRIPTION		Grand Total	Future Expansion Total	Existing Surprise Foothills Water Campus	First BPS Pump Replacements for Additional Developments (See Note 6, 7, 8 & 15)	Future Offsite SF 1 Well (See Note 1,9, 10, 11 & 12)	Future Tank 2 (See Note 12, 13 & 14)	Second BPS Pump Replacements for Additional Developments (See Note 6, 7, 8 & 16)	Future Offsite SF 2 Well (See Note 1, 10, 11 & 18)	Arsenic Removal Facility (See note 18)	Third BPS Pump Replacement for Additional Developments (See Note 6, 7, 8 & 17)	Future Offsite BVR Well 3 (See Note 1, 10, 11 & 19)	Arsenic Removal Facility Expansion (See note 19)
Division 1	GENERAL REQUIREMENTS	\$ 3,263,900	\$ 2,222,080	\$ 1,041,820	\$ 138,120	\$ 425,250	\$ 127,580	\$ 138,120	\$ 425,250	\$ 250,630	\$ 103,570	\$ 425,250	\$ 188,310
Division 2	SITE CONSTRUCTION	\$ 1,121,510	\$ 676,760	\$ 444,750	\$ -	\$ 172,520	\$ 33,160	\$ -	\$ 172,520	\$ 99,230	\$ -	\$ 172,520	\$ 26,810
Division 3	CONCRETE	\$ 2,763,120	\$ 1,760,080	\$ 1,003,040	\$ -	\$ 358,460	\$ 76,360	\$ -	\$ 358,460	\$ 608,340	\$ -	\$ 358,460	\$ -
Division 4	MASONRY	\$ 1,054,740	\$ 370,320	\$ 684,420	\$ -	\$ 123,440	\$ -	\$ -	\$ 123,440	\$ -	\$ -	\$ 123,440	\$ -
Division 5	METALS	\$ 544,040	\$ 467,920	\$ 76,120	\$ -	\$ 131,020	\$ -	\$ -	\$ 131,020	\$ 74,860	\$ -	\$ 131,020	\$ -
Division 6	WOOD AND PLASTICS	\$ 71,870	\$ 41,330	\$ 30,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,800	\$ -	\$ -	\$ 20,530
Division 7	THERMAL AND MOISTURE PROTECTION	\$ 27,660	\$ 16,460	\$ 11,200	\$ -	\$ 2,730	\$ -	\$ -	\$ 2,730	\$ 4,160	\$ -	\$ 2,730	\$ 4,110
Division 8	DOORS AND WINDOWS	\$ 5,100	\$ -	\$ 5,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 9	FINISHES	\$ 538,340	\$ 278,640	\$ 259,700	\$ 1,370	\$ 19,860	\$ 4,080	\$ 1,370	\$ 19,860	\$ 190,610	\$ 1,100	\$ 19,860	\$ 20,530
Division 10	SPECIALTIES	\$ 31,280	\$ 20,080	\$ 11,200	\$ -	\$ 1,640	\$ -	\$ -	\$ 1,640	\$ 7,630	\$ -	\$ 1,640	\$ 7,530
Division 11	EQUIPMENT	\$ 6,427,150	\$ 3,417,700	\$ 3,009,450	\$ 245,670	\$ 313,890	\$ -	\$ 245,670	\$ 313,890	\$ 1,129,770	\$ 136,460	\$ 313,890	\$ 718,460
Division 12	FURNISHINGS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 13	SPECIAL CONSTRUCTION	\$ 10,580,340	\$ 7,335,780	\$ 3,244,560	\$ -	\$ 1,296,470	\$ 2,787,910	\$ -	\$ 1,296,470	\$ 658,460	\$ -	\$ 1,296,470	\$ -
Division 14	CONVEYING SYSTEMS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 15	MECHANICAL	\$ 6,292,410	\$ 4,121,410	\$ 2,171,000	\$ 35,090	\$ 695,130	\$ 348,400	\$ 35,090	\$ 695,130	\$ 1,053,600	\$ 17,630	\$ 695,130	\$ 546,210
Division 16	ELECTRICAL	\$ 4,171,730	\$ 2,760,570	\$ 1,411,160	\$ 122,840	\$ 524,730	\$ 40,760	\$ 122,840	\$ 524,730	\$ 508,400	\$ 68,230	\$ 524,730	\$ 323,310
Division 17	INSTRUMENTATION	\$ 1,746,470	\$ 1,040,880	\$ 705,590	\$ 49,140	\$ 157,420	\$ 27,180	\$ 49,140	\$ 157,420	\$ 254,200	\$ 27,300	\$ 157,420	\$ 161,660
TOTAL COSTS ROUNDED UP TO NEAREST \$100		\$ 38,639,700	\$ 24,530,100	\$ 14,109,700	\$ 592,300	\$ 4,222,600	\$ 3,445,500	\$ 592,300	\$ 4,222,600	\$ 4,860,700	\$ 354,300	\$ 4,222,600	\$ 2,017,500
Cumulative Total DU Absorbed Prior to Well Expansion (See note 20)						3,420			6,300			9,180	
Cumulative Total DU Absorbed Prior to Storage Tank Expansion (See note 20)							4,011 See Note 13 5,261 See Note 14						
Cumulative Total DU Absorbed Prior to Booster Pump Station Expansion (See note 20)					2,484			5,292			10,602		

- Notes:**
- Future wells have annual withdrawal of 2,580 acre-ft (1,600 gpm).
 - The limiting component are the two water storage tank. The maximum EDU for the two tanks is 14,770 EDU.
 - 2020 Pre-Covid 19 cost estimates (i.e. escalation is not included for cost estimates).
 - Real estate cost is not included.
 - Expansion trigger is based on 80% absorption of each existing component. Equipment sizing (e.g. booster pumps) noted herein are for planning and may be modified as required.
 - Expanding the Booster Pump Station (BPS) pumping capacity is done by successively replacing the existing pumps with higher capacity pumps. See note 8.
 - The existing BPS has a fire flow capacity of 2,200 gpm. Developments requiring 3000 gpm fire flow will increase the BPS fire flow allocation from 2,000 gpm to 3,000 gpm.
 - All existing pumps (50 gpm x 1; 100 gpm x 1; 940 gpm x 1 of 2; and 1350 gpm x 2) will eventually be replaced with higher capacity pumps (2,200 gpm x 5 pumps) to meet buildout water demands and fire flow (i.e. 3,000 gpm).
 - Based on the known well water quality, well water blending may be used to meet arsenic MCL. Arsenic water treatment may not be required for SF 1. However, water treatment may be required if water quality changes in the future.
 - Includes well drilling cost, up to 2,800-ft of 12" well water transmission pipe from well site to the shared well water transmission main, and a standby generator.
 - Includes well equipping, electrical systems, mechanical and yard piping, instrumentation and control systems.
 - Second tank and Future SF offsite well may be combine as single project.
 - The addition of developments requiring 0.54 MG fire flow storage will require additional 0.30 MG fire flow storage. Reallocation of 0.30 MG from existing tank fire flow for an aggregate fire flow storage of 0.54 MG.
 - The existing fire flow storage is 0.24 MG. The 0.24 MG remains if new development do not require fireflow storage above 0.24 MG.
 - Replace the existing 50 gpm pump and an existing 940 gpm pump in the existing BPS lineup with 2 x 2,200 gpm pumps.
 - Replace remaining 100 gpm x 1 pump and 1,350 gpm x 1 pump in existing BPS lineup with 2 x 2,200 gpm pumps. Fire flow is 3,000 gpm.
 - Replace remaining 1,350 gpm x 1 pump in existing BPS lineup with 2,200 gpm pump. See Note 8. Fire flow is 3,000 gpm.
 - Construction of a 1,600 gpm arsenic removal facility to provide treatment for SF 2.
 - Construction of a 1,600 gpm arsenic removal facility expansion to provide treatment for BVR 3.
 - 80% of EDU is absorbed.



EXCEPTION



RANCHO VISTA

MMR
PHASE 1

BEARDSLEY ROAD

227TH AVENUE

219TH AVENUE

SUN VALLEY PARKWAY

EXHIBIT D - DEPICTION OF THE EXEMPT PROPERTIES

243RD AVENUE (ALIGNMENT)

DEER VALLEY ROAD

235TH AVENUE (ALIGNMENT)

PHASE 1C

PHASE 1B

PHASE 1A

FOOTHILLS PARKWAY

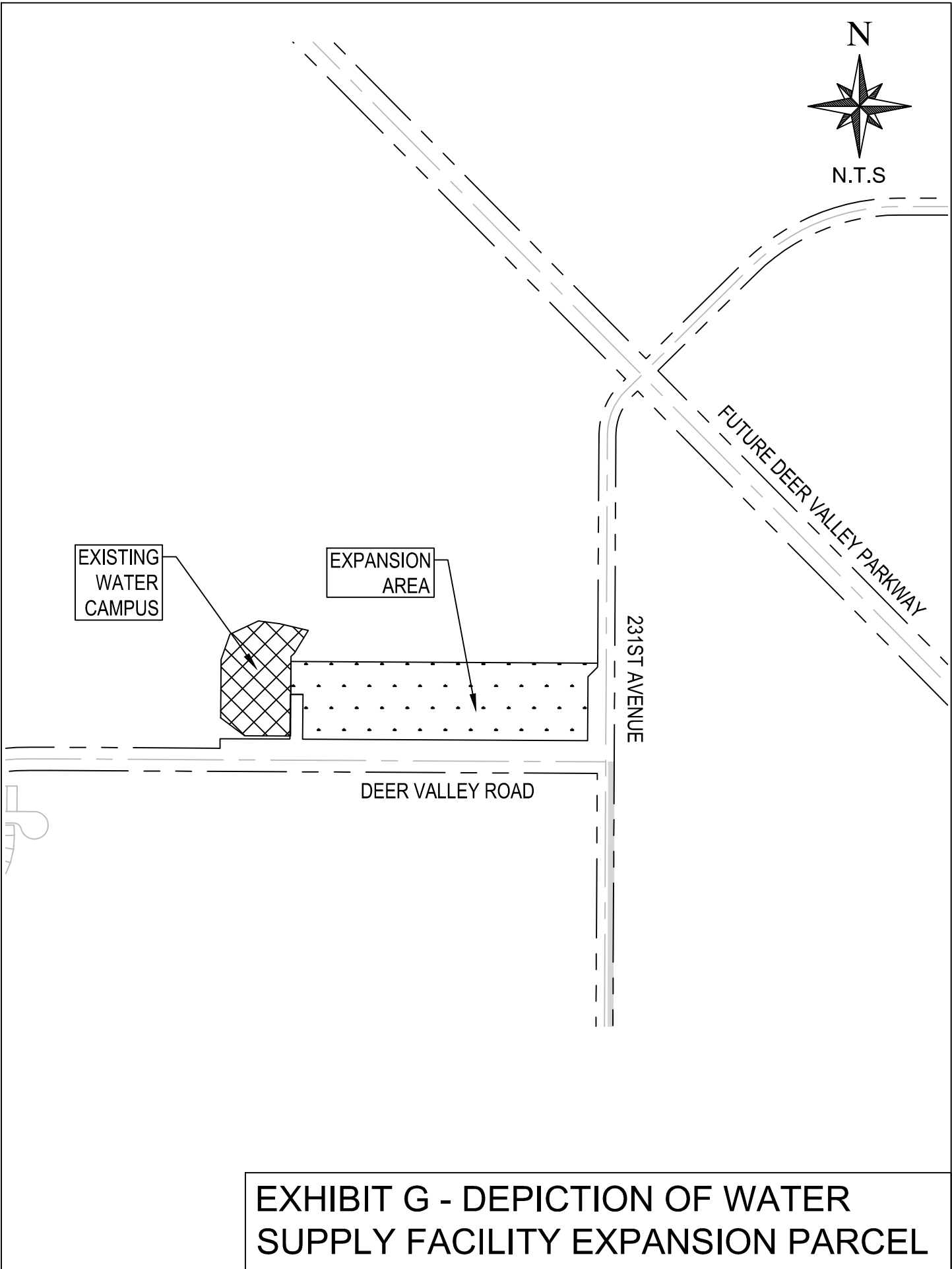
SUN VALLEY PARKWAY

N



N.T.S

EXHIBIT F - PORTION OF SURPRISE FOOTHILLS PROJECT





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023

Contact Person: Trever Fleetham, PLANNER
SENIOR

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: No

Regular: No

Public Hearing: Yes

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to a Major General Plan Amendment to change approximately 3,588 acres from Neighborhood Character Area to Employment Character Area, generally located east of US-60/Grand Avenue and Black Mountain Road. Case FS22-0502. Resolution #2023-14.

Motion:

Motion to approve/deny Resolution #2023-14.

Background:

Snell & Wilmer, LLP, on behalf of BNSF, is requesting the proposed Major General Plan Amendment to change the General Plan Character Area Land Use Designation from Neighborhood Character Area to Employment Character Area for approximately 3,588 acres to accommodate a future Regional Industrial Rail Facility. The subject site is generally situated between 211th Avenue and 235th Avenue to the east and west, and SR-74 and US-60/Grand Avenue to the north and south.

Objective Analysis:

This major general plan amendment would allow the applicant to rezone the property for employment uses.

Policy Compliant:

The requested general plan amendment complies with the requirements of the general plan for a major amendment.

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 - FS22-0502 US-60 Black Mountain Major GPA - Staff Report 030723 CC
 2. 01 - FS22-0502 US-60 Black Mountain Major GPA - Vicinity Map
 3. 02 - FS22-0502 US-60 Black Mountain Major GPA - Major GPA Document
 4. 03 - FS22-0502 US-60 Black Mountain Major GPA - Outside Agency Comments
 5. 04 - FS22-0502 US-60 Black Mountain Major GPA - Citizen Participation Report_Redacted
 6. 05 - FS22-0502 US-60 Black Mountain Major GPA - Affidavit of Site Posting
 7. 06 - FS22-0502 US-60 Black Mountain Major GPA - Resolution 2023-14
 8. FS22-0502 US-60 Black Mountain Major GPA - PowerPoint
-

MAJOR GENERAL PLAN AMENDMENT

REPORT TO THE CITY COUNCIL

Case:	FS22-0502
Project Name:	US-60 Black Mountain Major General Plan Amendment
Council District:	Future Council District 1, if annexed.
Meeting Date:	March 7, 2023
Planner:	Trever Fleetham, Senior Planner
Owners:	BN Leasing Corporation
Applicant:	Nick Wood with Snell & Wilmer, LLP
Request:	Major General Plan Amendment to change the land use designation of approximately 3,588 acres from Neighborhood Character Area to Employment Character Area.
Site Location:	Generally located east of US-60/Grand Avenue and Black Mountain Road.
Dwelling Units:	N/A
Site Size:	3,588 acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan.
Support/Opposition:	The applicant held neighborhood meetings on October 5, 2022 and October 19, 2022. Residents of the vicinity attended the meeting to ask questions and express their opinions on this project. A summary of these meetings is included in the attached Citizen Participation Report.
Recommendation:	The Planning & Zoning Commission recommended approval of case FS22-0502 to the City Council.
<u>Background:</u>	

May 26, 2022: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR22-0500.

April 4, 2022: The applicant filed a related request for a Major General Plan Amendment under case FS22-0502, the subject case.

October 5, 2022: The applicant held a virtual neighborhood outreach meeting to discuss the project.

October 19, 2022: The applicant held an in-person neighborhood outreach meeting to discuss the project.

February 2, 2023: The Planning and Zoning Commission held the first of two (2) public hearings required by ARS § 9-461.06.

February 16, 2023: The Planning and Zoning Commission held the second of two (2) public hearings required by ARS § 9-461.06.

Citizen Outreach:

As noted above, the applicant held an in-person and a separate virtual neighborhood outreach meeting on October 19th and October 5th, 2022, respectively. These were advertised per state law and requirements of the Surprise Land Development Ordinance (LDO). Residents from the vicinity attended the meeting to learn about the project, ask questions, and provide feedback. Attendees had questions and made comments regarding traffic, water, environmental concerns, and site activities and uses. See the attached Citizen Participation Report for a full meeting summary.

While not specific to the subject Major General Plan Amendment, the City has also received over 850 letters from residents of Wittmann, Circle City, Mobile Gardens, Whispering Ranch, and Morristown expressing their disinterest in being annexed into the cities of Surprise, Peoria, Buckeye, or Wickenburg.

Project Description:

Snell & Wilmer, LLP, on behalf of BNSF, is requesting the proposed Major General Plan Amendment to change the General Plan Character Area Land Use Designation from Neighborhood Character Area to Employment Character Area for approximately 3,588 acres to accommodate a future Regional Industrial Rail Facility. The general plan requires that any change in the Character Area Land Use designation from Neighborhood to Commerce & Office or Employment on 640 or more acres be processed as a major amendment.

Arizona Revised Statutes (ARS) § 9-461.06 states: “The adoption or readoption of or a major amendment to the general plan shall be approved by affirmative vote of at least two-thirds of the members of the governing body of the municipality. All major amendment to the general plan proposed for adoption by the governing body of a municipality shall be presented at a public hearing within twelve months of when the proposal is made.”

Prior to the City Council hearing, ARS § 9-461.06 requires that planning commissions in municipalities having a population over 25,000 hold two (2) public hearings at different locations within the municipality. The second required planning commission hearing is scheduled for February 16, 2023.

In addition, ARS § 9-461.06 requires that a major general plan amendment be transmitted to outside agencies for review at least 60 days prior to when the general plan amendment hearing is noticed. Staff transmitted the amendment request to outside agencies on November 16, 2022 to comply with this requirement.

Analysis and Discussion:

The area that is being modified is approximately 3,588 acres and is generally located between 211th Avenue and 235th Avenue to the east and west, and SR-74 and US-60/Grand Avenue to the north and south. The entirety of the area covered in the proposed amendment is currently outside the City limits, though a small portion along 211th Avenue does abut the current municipal boundary. The amendment area includes vacant, undeveloped properties zoned RU-43 within Maricopa County.

The subject site is currently designated as Neighborhood Character Area, with two strips of Open Space traversing the site where major washes exist. The site is surrounded by similar land use designations to the north, east, and west. To the south, the subject site abuts another Employment Character Area also owned by BNSF. There is also a Transit Oriented Development (TOD) overlay district along US-60/Grand Avenue, located on the southwest side of the project area.

The applicant is seeking the Employment Character Area for the subject site to support a subsequent rezoning for the development of a “Regional Industrial Rail Facility.” This facility is anticipated to include land uses such as warehousing, distribution, manufacturing, and other industrial type businesses that benefit from proximity and access to rail. The TOD overlay is proposed to remain unchanged.

The Open Space Character Areas that currently traverse the site are proposed to be changed to Employment Character Area as well to provide flexibility in site planning. At this time, drainage solutions have not been determined and therefore the future rerouting or changes to these washes is unknown. The development will, however, still be required to comply with the General Plan and Land Development Ordinance for required buffers and open space connections.

If successful, the applicant intends to follow up the subject Major General Plan Amendment with an application for Annexation and associated Zone Change. These subsequent applications will be required to be accompanied by reports and plans for development components such as water, wastewater, site design, and traffic that will provide additional details regarding how the site will be developed.

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area. The application is requesting approval of a Major General Plan Amendment to change the land use designation of approximately 3,588 acres from Neighborhood to Employment Character Area. The proposed amendment complies with the requirements of the general plan for a major amendment.

Reviewing Agencies:

In addition to the standard city reviewing agencies, all agencies required to be notified by ARS § 9-461.06 were included in the routing of this request. None of the reviewing agencies indicated any concerns over the request. The City of Peoria provided the following comments:

1. The proposed GPA appears to eliminate a Major Arterial alignment running east to west through the site. While the subject site is located four miles west of Peoria's Planning area, future development in the region will impact regional traffic patterns. We would therefore ask that the City of Surprise accommodate east/west connectivity in the region in a manner that aligns with Peoria's Circulation Plan as identified in the Peoria General Plan.
2. There are two ribbons of land that bisect the site, which are classified as *Open Space* in the Surprise General Plan. While the project narrative does not specifically indicate the removal of these two stretches of Open Space, the maps included with the narrative suggests the proposed GPA will eliminate these two reaches of Open Space in favor of the proposed land use designation. While the subject area falls outside of the Peoria Planning area, both the Surprise General Plan and the Peoria General Plan include language that seeks to preserve these regional open space opportunities. We feel these open space features are interconnected and should be preserved to the greatest extent possible. To that end, we would suggest that the mapping associated with this Major GPA keep the *Open Space* land use category intact as it passes through the site.

Summary:

Approval of this Major General Plan Amendment will facilitate the potential future development of a Regional Industrial Rail Facility.

Findings:

- The proposed Major General Plan Amendment complies the requirements under ARS § 9-461.06.

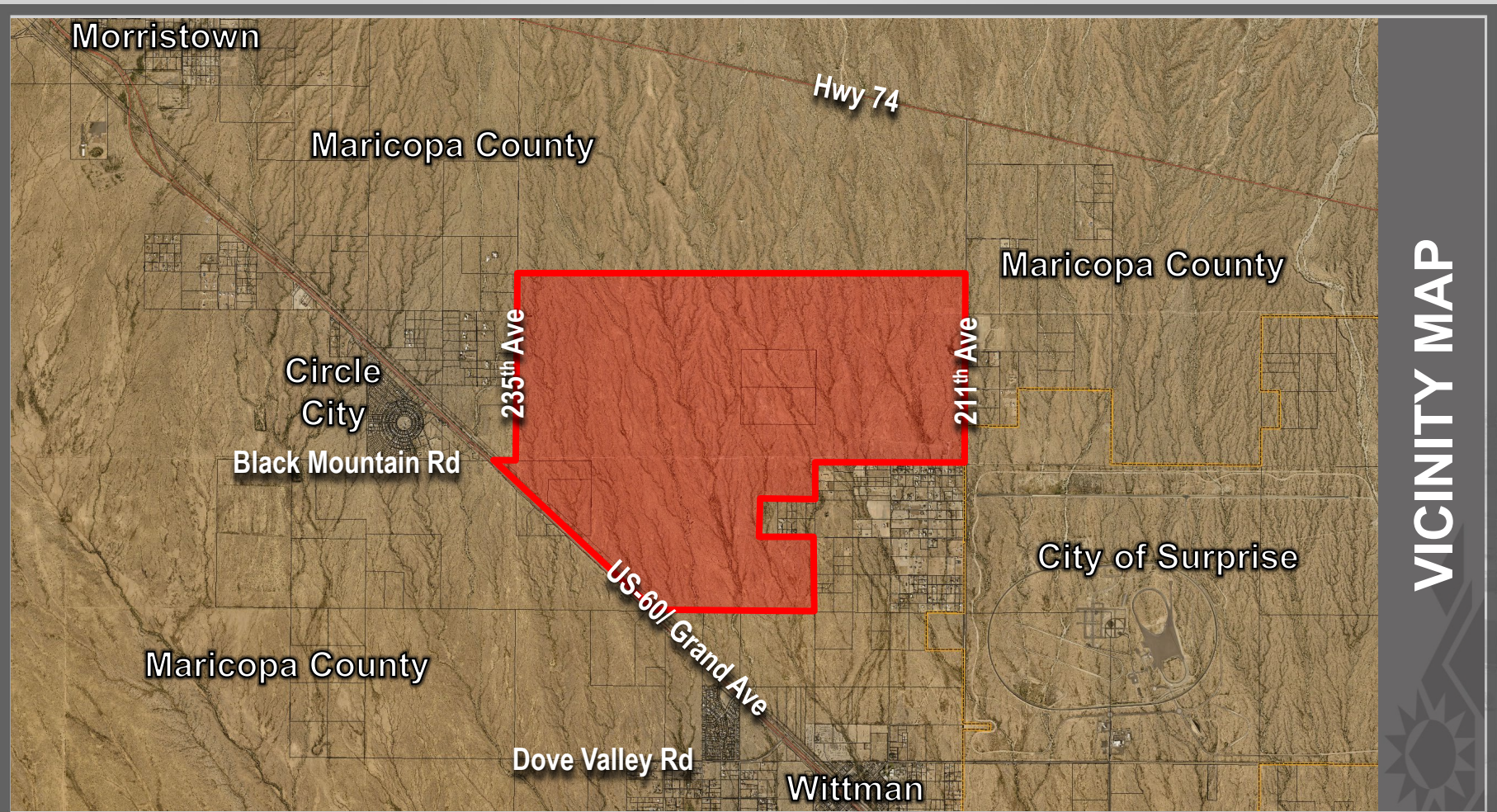
Recommendation:

Based on the findings noted above, the Planning & Zoning Commission recommended **approval** of case **FS22-0502** to the City Council.

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

Attachments:

01 Vicinity Map
02 General Plan Amendment Document
03 Outside Agencies Comments
04 Citizen Participation Report
05 Affidavit of Site Posting
06 Resolution
PPT



Submitted: November 11, 2022

Major General Plan Amendment – FS22-0502 US 60 Near the Black Mountain Road Alignment Project Narrative

Applicant

Snell & Wilmer, LLP
One East Washington Street, Suite 2700
Phoenix, AZ 85004-2556
Contact: Noel Griemsmann
Email: ngriemsmann@swlaw.com
Tel: (602) 382-6824

Project Introduction & Location

Snell & Wilmer LLP, on behalf of the Property Owner, submits this Major General Plan Amendment request for a proposed Regional Industrial Rail Facility (“RIRF”) on +/- 3,588 acres located on the north side of US 60 near the Black Mountain Road alignment. The site is currently undeveloped.

Description of Request

The purpose of this application is to change the City of Surprise General Plan 2035 Land Use map (“Map”) for the application area (as described in the application package) from its current “Neighborhood” designation to “Employment” to support subsequent rezoning and eventual development of a future integrated development focused on industrial rail facility oriented land uses, including warehousing, distribution, manufacturing and other “value added” industrial types of businesses, best defined as a “Regional Industrial Rail Facility.”

While the exact details of the future Regional Industrial Rail Facility (“RIRF”) are not yet determined, the overall concept is an integrated and secured industrial park like environment, allowing for various types of employers to establish facilities that meet their specific needs. End users will be attracted to the project by its unique relationship with rail facilities, allowing for functionality that is scalable to their specific needs while providing regional and national transportation reach.

In order to begin more comprehensive detailed planning efforts and for the submittal of future comprehensive rezoning application(s) for the RIRF, this Major General Plan amendment is required to establish a policy supporting the future land use of the amendment area.

Project Data	
Location	North side of US 60 near the Black Mountain Road alignment
Current Land Use	Undeveloped
Existing General Plan Character Area	Neighborhood
Proposed General Plan Character Area	Employment
Existing Zoning District	County RE-43
Site Area	+/- 3,588 acres

General Plan Evaluation Criteria

Because this is a request for more than 640 acres of change from “Neighborhood” to the “Employment” designation, the Major General Plan amendment criteria is triggered as per Chapter 6 of the General Plan (Page 230).

The General Plan identifies seven (7) specific evaluation criteria (Pages 230-231) that are to be considered for plan amendments. The following addresses those criteria.

1. Whether the proposed change is generally consistent with goals, objectives, and other elements of Surprise General Plan 2035.

A word search of the General Plan shows 102 uses of the word “employment” with specific emphasis on establishing a “jobs-housing balance” in the City (Land Use Element, Goal 2, Page 31) as well as a focused statement in the Economic Vitality Element that the “future of Surprise is tied to its ability to continue to secure and maintain a stable and diverse employment base.” Furthermore, the General Plan calls for the establishment of “Strategic Employment Centers” and that it is “important (that) the City maintain a pro-business environment in order to successfully attract employers” (Page 72). This request will expand the current “Employment” designated area into a size that will support future development of an “employment center” as contemplated by the General Plan.

2. Whether the proposed change is justified by a change in community conditions or neighborhood characteristics since adoption of the Plan.

This change is necessitated by the acquisition of the land from the Arizona State Land Department by BNSF, which already owns 720 acres directly south of the amendment area. With one landowner, the opportunity is present for the City to work with BNSF to establish a new “employment center” that will support a unique RIRF environment that will be a major attractor of new companies to the City. The existing allotment of “Employment” identified lands in the General Plan is simply not sufficient to establish a significant core of jobs that is necessary for both current and future population levels of this part of the City. This transition of state ownership to private ownership is a change in community conditions that justifies the amendment request.

3. Whether the proposed change creates an adverse impact on public facilities and services, including roads, sewers, water supply, drainage, schools, police, fire, and parks, that cannot be reasonably mitigated.

This change actually provides an opportunity to reduce impacts on those services typically required for residential development. With its current “Neighborhood” designation, and presuming a modest 4 dwelling unit per acre development pattern (which is very low), the amendment area’s 3,588 acres could be home to almost 15,000 households. By transitioning to “Employment” there is a reduction in the need for schools and parks, while increasing taxable values that would support both. There will be a need for public infrastructure, however the RIRF will likely include secured development areas with private roads, private water and sewer lines, as well as internal security that will reduce the amount of public infrastructure requiring maintenance compared to several sections of land worth of homes. The impacts of the final development of the amendment area can be mitigated appropriately and will not negatively impact the City.

4. Whether the proposed change creates an adverse impact on landmarks or other culturally significant structures or properties that cannot be reasonably mitigated.

The area is undeveloped desert. There are no known landmarks or culturally significant structures present.

5. Whether development resulting from the proposed change would create an undue adverse impact on surrounding neighborhoods.

This amendment would enable eventual development of a larger unified project that will be improving access and utilities that will benefit surrounding lands. There will be development in this area eventually; this proposed amendment supports a future rezoning request that will address project impacts, such as new traffic patterns in the area. There are always impacts with new development, however, the impacts of this project are all manageable and will not be of an undue adverse impact.

6. Whether the proposed change would have a significant adverse impact on the natural environment, including washes, vegetation, slopes, groundwater, and other significant natural resources that could not be reasonably mitigated.

The amendment area is currently undeveloped. It is generally flat and does not feature any significant slopes. The existing wash corridors will be evaluated and addressed in further design for sitewide stormwater management. By supporting the development of a uniform largescale project such as this, this land use map change will result in a more comprehensive approach to land development vs an acre by acre approach if left as a low density residential area. There are no known natural environmental impacts that cannot be reasonably mitigated in final project design.

7. Whether there was a change in city adopted policies or codes that would justify a change in Surprise General Plan 2035.

We are unaware of any changes to the City’s codes, however, the City did adopt a prior General Plan Land Use Map change to “Employment” for BNSF’s holdings south of this request. This application simply expands that designation to the remainder of their holdings and allows for a larger project than that already contemplated by the aforementioned approval.

Advancement of the Goals and Policies of the Surprise General Plan 2035

Approval of the Major General Plan Amendment is the first step in the process to allow for this future development. The development will advance the following Goals and Policies of the City of Surprise General Plan 2035:

Land Use Element – Goal 2, Jobs-Housing Balance

Policy #1 is that the “City shall strive to enhance the existing jobs to housing balance, pursuing one new job for every new dwelling unit” (Page 31).

Policy #4 recommends that the “City shall encourage new employment centers by providing the infrastructure necessary to accommodate new industry, while also remaining flexible to future economic shifts and needs” Page 31).

This application will provide for 3,588 acres of “Employment” land use without any planned residential units. With the possibility of millions of square feet of warehouse, manufacturing and distribution uses, there will be significant employment potential from this proposed amendment focused in a large employment center, advancing this key Goal and supporting Policies.

Economic Vitality Element – Goal 1, Sustainable Business

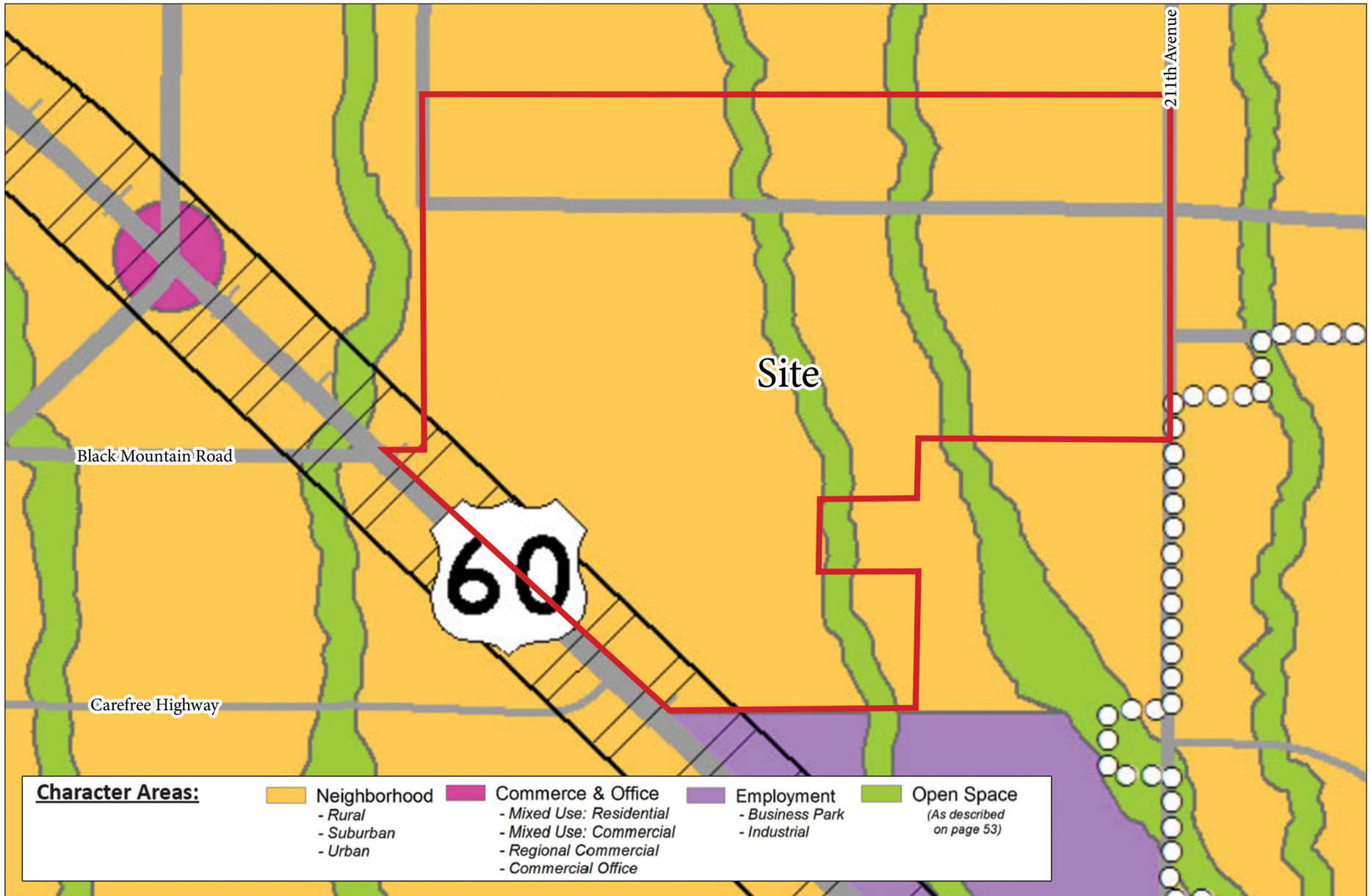
Policy #3 is to “[a]ttract and retain businesses that provide high-paying jobs to strengthen the economic base of Surprise (Page 74).

Economic Vitality Element – Goal 3, Economic Relationships

Policy #1 is direction to the City to “[p]artner with other jurisdictions, organizations, and **the business community** to leverage Surprise’s resources in areas including, but not limited to, **national and international marketing, regional economic issues** and opportunities, workforce development, **industry cluster development**, and **establishing emerging industries** (emphasis added) (Page 75).

By establishing a large area of “Employment” land uses supporting a subsequent rezoning for a master planned “Regional Industrial Rail Facility” this request will forward the economic objectives of the City by creating a unique area in which employers will be attracted from all over to establish businesses as well as to have national and international reach via a unique transportation backbone. These are businesses that are both those that are well established as well as new, a mix that will allow for a variety of wage levels, types of companies and development of synergies between both those companies located in the amendment area as well as across the Valley.

To summarize, this land use map amendment to the “Employment” classification will support future comprehensive rezoning efforts to finalize appropriate entitlements for a master planned employment core scale development of a modern RIRF that will provide the location for a wide variety of future manufacturing, distribution and assembly uses.



Snell & Wilmer
Committed to being your perfect fit.®

1 East Washington Street, Phoenix, AZ 85004



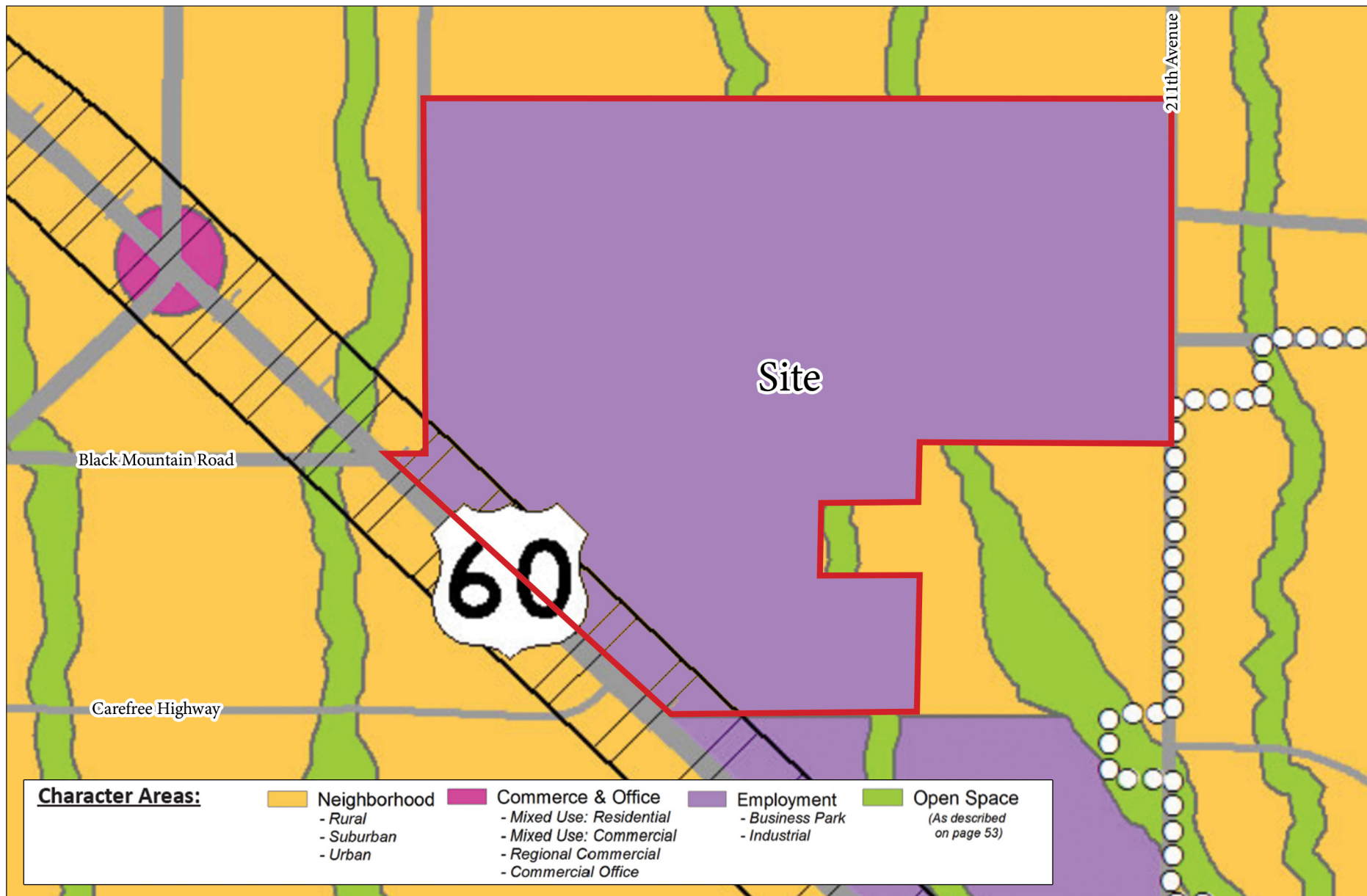
NOT TO SCALE

Current General Plan
Land Use Map

EXHIBIT A

US 60 & Black Mountain Rd

November 2022



Snell & Wilmer
Committed to being your perfect fit.®

1 East Washington Street, Phoenix, AZ 85004



NOT TO SCALE

Proposed General Plan Land Use Map

EXHIBIT B

US 60 & Black Mountain Rd

November 2022



City of Peoria

Planning and Community Development

9875 N. 85th Avenue, Peoria AZ 85345

January 5, 2023

Trever Fleetham, Senior Planner
City of Surprise Community Development Department
16000 North Civic Center Plaza
Surprise, AZ 85374

Via Email

RE: Major General Plan Amendment for US 60 near Black Rock Road
Surprise Tracking # FS22-0502
Peoria Tracking # PA22-0119

Mr. Fleetham:

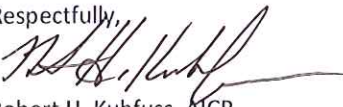
Thank you for the opportunity to comment on the above-referenced Major General Plan Amendment. Based on the information provided to the city, the applicant seeks to amend the Surprise General Plan from *Neighborhood* to *Employment* to accommodate a future 3,588-acre Regional Industrial Rail Facility in the northern reaches of the Surprise Planning Area.

The City has no concerns with the proposed GPA, but offers the two following comments:

- 1) The proposed GPA appears to eliminate a Major Arterial alignment running east to west through the site. While the subject site is located four miles west of Peoria's Planning area, future development in the region will impact regional traffic patterns. We would therefore ask that the City of Surprise accommodate east/west connectivity in the region in a manner that aligns with Peoria's Circulation Plan as identified in the Peoria General Plan.
- 2) There are two ribbons of land that bisect the site, which are classified as *Open Space* in the Surprise General Plan. While the project narrative does not specifically indicate the removal of these two stretches of Open Space, the maps included with the narrative suggests the proposed GPA will eliminate these two reaches of Open Space in favor of the proposed land use designation. While the subject area falls outside of the Peoria Planning area, both the Surprise General Plan and the Peoria General Plan include language that seeks to preserve these regional open space opportunities. We feel these open space features are interconnected and should be preserved to the greatest extent possible. To that end, we would suggest that the mapping associated with this Major GPA keep the *Open Space* land use category intact as it passes through the site.

Please keep us informed as the process moves along. If you have any further questions, or wish to discuss, feel free to contact me at (623) 773-7643, or via email at robert.kuhfuss@peoriaaz.gov

Respectfully,


Robert H. Kuhfuss, AICP
Senior Planner
City of Peoria Planning Department

Cc:

Chris Jacques, Peoria Planning Director
Lorie Dever, Peoria Planning Manager
Chris Lemka, Peoria Traffic Engineer

Trever Fleetham

From: JAMES, MARK C CIV USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Friday, December 9, 2022 3:14 PM
To: Trever Fleetham
Subject: RE: City of Surprise Case FS22-0502 - Major Amendment to the General Plan 2035 - 60 Day Review Notice
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Trever,

Thank you for the opportunity to provide comments on the City of Surprise Case FS22-0502 - Major Amendment to the General Plan 2035 application. The applicant is proposing to change the Land Use Character Area from Neighborhood to Employment for property located near Black Mountain Road and Grand Avenue (US 60). The request, if approved, will not have a negative impact on Luke AFB flight operations.

Respectfully,

Mark James

Deputy Director, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-6175
DSN: 896-6175

Trever Fleetham

From: Joshua Vig on behalf of Engineering Info
Sent: Friday, November 18, 2022 12:03 PM
To: Trever Fleetham
Subject: FW: City of Surprise Case FS22-0502 - Major Amendment to the General Plan 2035 - 60 Day Review Notice
Attachments: FS22-0502 Major General Plan Amendment.pdf

From: Clerk of the Board of Supervisors - COBX <clerkboard@maricopa.gov>
Sent: Thursday, November 17, 2022 11:38 AM
To: Alicia Hernandez (RED) <Alicia.Hernandez@Maricopa.Gov>; Anita Gavin (COB) <Anita.Gavin@Maricopa.Gov>; Arturo Magallanez (ASR) <Arturo.Magallanez@Maricopa.Gov>; Assessor Special Districts <AssessorSpecialDistricts@maricopa.gov>; Elizabeth Valenzuela (DOT) <Elizabeth.Valenzuela@Maricopa.Gov>; Flo Villaverde <fvillaverde@azdor.gov>; Gary Bilotta - RISCX <gbilotta@risc.maricopa.gov>; Gary Ramirez - RISCX <gramirez@risc.maricopa.gov>; GISmail <gismail@risc.maricopa.gov>; Jennifer Toth (DOT) <Jennifer.Toth@Maricopa.Gov>; John Ashley (RED) <John.Ashley@Maricopa.Gov>; Juanita Garza (COB) <Juanita.Garza@Maricopa.Gov>; Ken Green (RED) <Ken.Green@Maricopa.Gov>; Mitch Wagner (DOT) <Mitch.Wagner@Maricopa.Gov>; Nadia Rodriguez (COB) <Nadia.Rodriguez@Maricopa.Gov>; Pat Mertz (RED) <Pat.Mertz@Maricopa.Gov>; Sandra Du Bose (DOT) <Sandra.DuBose@Maricopa.Gov>; Sidney Spore (RED) <Sidney.Spore@maricopa.gov>; Tanner Leavitt <tlevitt@risc.maricopa.gov>; Wayne Peck <peckw@mcao.maricopa.gov>
Cc: Engineering Info <Engineering.Info@surpriseaz.gov>; Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>; Sherry Aguilar <Sherry.Aguilar@surpriseaz.gov>
Subject: FW: City of Surprise Case FS22-0502 - Major Amendment to the General Plan 2035 - 60 Day Review Notice

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

The attached documents were received by email and are now on file in the Clerk of the Board office.

Thank you,



Laurinda Cook
Management Analyst
Maricopa County
Office of the Clerk of the Board of Supervisors
301 West Jefferson Street, 10th Floor
Phoenix, Arizona 85003
Direct Phone: 602-506-7065 Fax No: 602-506-6402

Trever Fleetham

From: Shelby Rios <ShelbyR@mwdaz.com>
Sent: Thursday, November 17, 2022 1:29 PM
To: Trever Fleetham
Cc: Chris Cain; Debbie Trasancos; Leslie Jarrell
Subject: RE: City of Surprise Case FS22-0502 - Major Amendment to the General Plan 2035 - 60 Day Review Notice

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Trevor,

Thank you for providing the electronic submittal for **City of Surprise Case FS22-0502**. MWD has reviewed this submittal and determined that it is located outside of the current boundaries of MWD, and therefore does not impact MWD.

Thank you,

Shelby Rios

Administrative Specialist



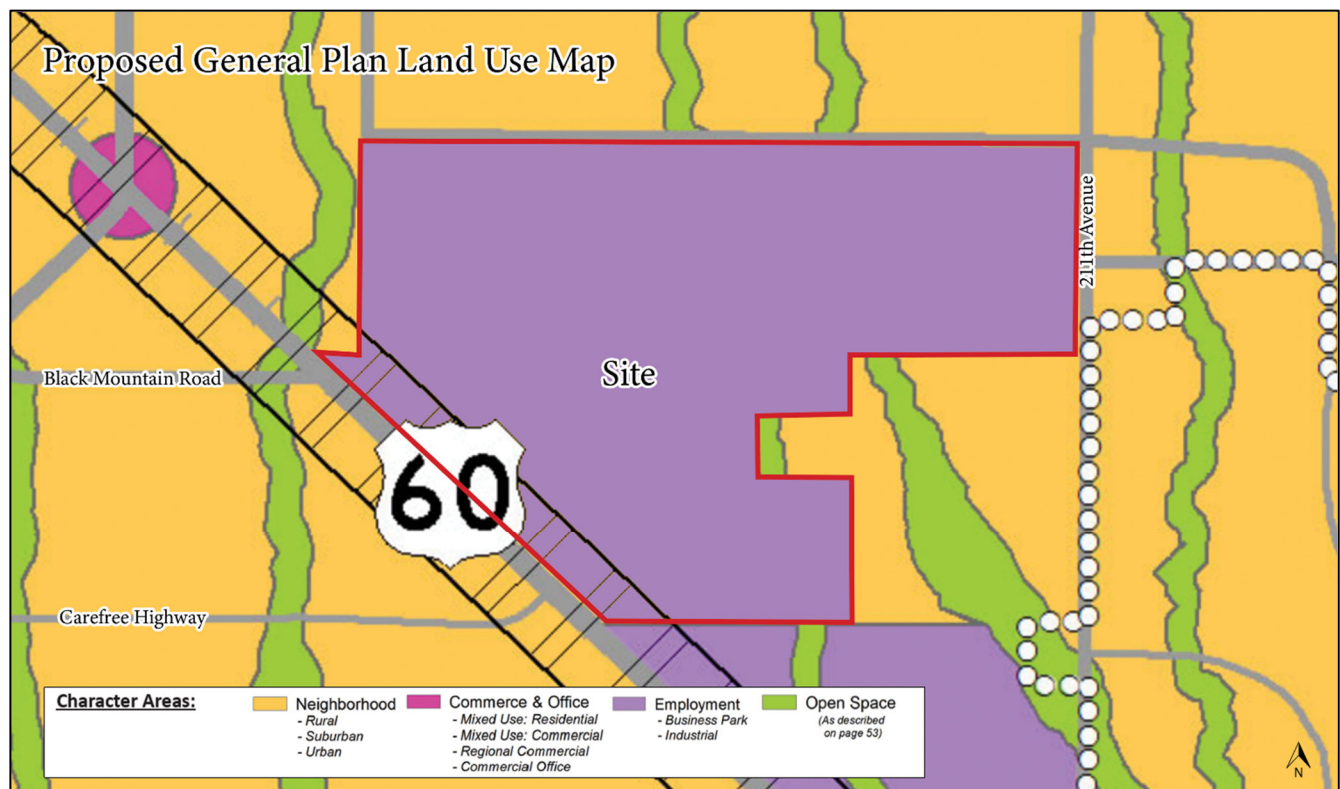
14825 W. Grand Avenue
Surprise, AZ. 85374
PO Box 900
Waddell, AZ 85355-0900

Office Phone: (623)546-8266
Direct Line: (623)235-6104
E-mail: shelbyr@mwdaz.com

***PLEASE NOTE: Property & Contracts Department is CLOSED on Fridays.
If you need to reach us, please do so Monday-Thursday 6:30 a.m. – 4:30 p.m.**

Neighborhood Meeting Participation Report

US-60/Black Mountain General Plan Amendment



Case Number: FS22-0502

Project Name: US-60/Black Mountain General Plan Amendment

Location: S US60/E 211 Ave/W 235 Ave/N Joy Ranch Rd

Date Submitted: December 14, 2022

1. Project Description

Case Number FS22-0502 is a request for a Major General Plan Amendment for the property generally located on the north side of US 60 near the Black Mountain Road alignment, otherwise known as Maricopa County Assessor's Parcel Numbers ("APNs") 503-17-004B, 503-17-001A, 503-17-004A, 503-17-003, 503-17-016J, 503-17-016L, 503-17-016N, 503-17-016P, 503-17-016S, 503-17-029A, 503-17-029B, 503-17-028D, 503-17-028E, 503-17-028C, 503-17-028B, 503-17-030D, 503-17-030A, 503-17-030C, 503-17-027, 503-17-307, 503-17-306, 503-17-308, 503-17-305, 503-17-303, 503-17-019K, 503-17-019Y, 503-17-019W, 503-17-019X, 503-17-019V, 503-17-019U, 503-17-019P, 503-17-416, 503-17-415, 503-17-414, 503-17-413, 503-17-019Z, 503-17-019R, 503-17-418, 503-17-420, 503-17-421, 503-17-419, 503-17-417, and 503-17-019M (cumulatively, the "Property").

This request is to change a portion of the currently applicable General Plan Land Use Map designation from "Neighborhood" to "Employment" to support a subsequent rezoning, and eventual development of, a future integrated development focused on industrial rail facility-oriented land uses, including warehousing, distribution, manufacturing and other "value added" industrial types of businesses, best defined as a "Regional Industrial Rail Facility" (the "Project").

2. Notification

Site Posting: On September 15, 2022, six (6) public notice signs were installed at the Property by the Applicant.

Mailed Notice: At least 15 days prior to the first meeting the City mailed required notices via first class mail to all required notice parties as per the Citizen Review Process.

3. Notarized Affidavits

The Site Posting affidavit is attached as Exhibit 1.

4. Neighborhood Meetings

- A. **October 5, 2022**: The Applicant and Applicant's representatives hosted a virtual meeting on Zoom where they met with approximately twenty-two (22) interested persons. At this neighborhood meeting, the development team reviewed and discussed the Project site with the aid of a PowerPoint slide show. The development team reviewed the status of the application, tentative timelines for each stage of the Project, and the overall community and regional need for the Project. After the presentation there was a question-and-answer period where twenty-eight questions were answered. The neighborhood meeting lasted approximately one (1) hour. Attendees were also encouraged to contact the Applicant's representatives with any additional questions or comments that they may have after the conclusion of the meeting.

- B. **October 19, 2022:** The Applicant and Applicant's representatives hosted a meeting at the Asante Preparatory Academy (23251 North 166th Drive, Surprise) where they met with approximately eighteen (18) interested persons. The sign-in sheets from the meeting are attached as Exhibit 2. At this in-person neighborhood meeting, the development team set up stations around the room to allow for an intimate review and discussion of the Project site with the aid of poster boards. The Applicant's representatives took notes to record the communities' questions, concerns, and comments that arose. The development team reviewed the status of the application, tentative timelines for each stage of the Project, and the overall community and regional need for the Project. The neighborhood meeting lasted approximately one (1) hour. Comment cards were provided, and the response returned to the Applicant's representatives are attached here to as Exhibit 3. Attendees were also encouraged to contact the Applicant's representatives and/or City staff with any additional questions or comments that they may have after the conclusion of the meeting.

5. **Statements, Concerns, Issues, and Problems Raised by Stakeholders**

The following are the specific questions asked during the virtual neighborhood meeting:

1. It appears you will be increasing truck traffic to Wickenburg and Surprise. Are you building new roads?
2. Water? Noise?? Traffic??
3. Why is BNSF applying to Surprise and not the County?
4. How many trains and trucks will come through the site and what will the traffic pattern be?
5. It is open desert how will you control noise? It's open desert and you can hear a lot further than other intermodal areas?
6. Are there companies already committed to the logistics center?
7. If all is approved, when would construction begin?
8. At Thunder Ridge airpark we are on well water. Will BNSF be putting in fuel storage tanks? If yes will you commit to placing them as far away from wells as possible?
9. I viewed the PHX Intermodal site, and I was very disappointed. The site and surrounding area are a dump with lots of hazardous materials laying around.
10. It's difficult to determine a position on the proposal without more information. What steps does BNSF typically take to limit negative impacts to nearby homes? The industrial project is in the middle of a rural residential area.
11. You are cutting down emissions over a wide area, but you will be creating a high volume of emissions to the area you will be creating. This area has a high number of expensive horses and other livestock. What are your comments on the damage you will do to them? Also, the possibility of the water supply being affected is also an issue.
12. It appears a location of west of Tonopah or North of Marana near freeways away from residents would fit better than this location. Have you considered that? I understand it's general plan, yet this is your first step.
13. The residents that have put a great deal of money and time into the homes and lots. How will they offset the lowering of resale value of the surrounding families' homes and Lots?

14. The general plan change is for employment. How is this not Industrial?
15. You said you're doing a study for water for your facility usage will that include the water we all need to sustain ourselves and our animals?
16. Where are you getting these 6,000+ workers? Out of country? Relocating from California??
17. How much more daily train traffic should we expect if the facility is built? trains/day
18. We have read studies of other sites you have developed across the country, and they all said the noise level is unbearable and that it's a 24 hr. work area. How are you planning on dealing with the noise pollution?
19. How many trucks does the PHX facility process in a day?
20. Will BNSF connect to the UP trains? Is it possible to stop the trains at the surprise facility?
21. Do you have a site plan you can share showing the campus and potential interchanges we have heard about?
22. How many buildings will be built on the property?
23. Who will set noise and light limits?
24. It seems BNSF is asking the public to support a change from residential to employment without sharing a site plan. Is that correct?
25. How many people will work there?
26. Can you share a general contact?
27. Concerns about first responders' access to the Facility and their capacity to respond to a larger population in the area.
28. Concerns about noise.
29. Project could be good for aviation at Thunder Ridge Airpark
30. Concern about hazard materials
31. Concern about railroad ties coated in creosote leaking into water / environmental damage
32. Concern about well water and potentially water contamination from accidents and operations.
33. Pollution impacts
34. Concerns with lighting
35. Desire to see a site plan
36. Bad growth for the area
37. What are the setbacks?
38. (Airpark residents) would like industrial buffer from rail lines
39. When do all the studies begin? (traffic, water, etc.)
40. Adjacent developer is building 5 du/ac and not compatible with large lots
41. Development is encroaching into agriculture uses and animals that have been in area for long time
42. Want to avoid truck traffic in neighborhoods (already truck traffic from gravel pit to northwest)
43. Concern about losing dark skies
44. Concern about displacement of wildlife
45. Question on over pass locations
46. Concerns over hazardous materials and potential proximity to residential uses.

47. Will first responders be non-BNSF contacted?
48. Concerns about railroad cars hitching and unhitching and the noise generated from this.
49. Concerns about wildlife
50. Concerns about clearing out vegetation
51. Concerns about impacts to traffic - trucks
52. Looking forward to a new interchange
53. Will there be any customers on Site? What are the traffic impacts from this?
54. Will the capacity provided at this facility help with decongestion of truck traffic?
55. Concerns about truck traffic - neighbor right next to site
56. Concerns about run-off, impacts to his property
57. Questions about security (i.e., 24/hr private security/police department?)
58. Hazardous materials leaks?
59. Lack of availability and access to information, reports and input from governmental agencies or other public records. There is no website where information is available. This puts members of the community at a disadvantage for meaningful participation.
60. Concerns over the outdoor heavy industrial activity being open 24 hours so near residential areas. Noise pollution concerns. Air pollution concerns with large diesel trucks by the hundreds in the area at one time and more desert dust in the air. Also concerns of contamination of ground water as all nearby residences for the most part use wells. Bright lights taking away our night skies.
61. Concerns over road and transportation. Access to the property currently is only by residential roads. I am concerned that residents will have road access blocked by heavy truck traffic. There have been wildfires along 74 and 60. The power line road through the property has been used for access when wildfires were causing closures on 74. I also have concerns of flood plain/ natural wash diversion causing water to flow to residential areas.

During the in-person meeting, additional comments and discussion occurred, with similar questions raised by attendees.

To summarize the concerns, issues and problems raised, these are best described as groups of topics focused around (i) traffic, (ii) water, (iii) environmental and (iv) site activities/uses.

Most of these comments and questions involved aspects of the Project which are not subject of the General Plan Land Use Map amendment request, with the majority being best addressed during a rezoning process where more specific details of the nature, design and operational elements of the future development(s) will be better defined in the final proposed rezoning application.

Note that the questions were addressed by the development team to the extent feasible during dialog with attendees. While some answers may appear to outside parties as being somewhat generic due to the lack of more detailed information being available at this phase in the Project, it was explained to all interested parties that the concerns, issues and problems identified during the Major General Plan Amendment process will be considered as the development team moves to the more detailed design phase of the Project.

Exhibit 1

AFFIDAVIT OF POSTING

Application No: FS22-0502
Applicant Name: Snell & Wilmer
Location: 212th Ave & US 60 Hwy
Date Site Posted: 09/15/22

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior** to the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett 9/15/22
Applicant/Representative Signature Date

This instrument was acknowledged before me on 09/15/22, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Marybeth Conrad
Notary Public
10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing City of Surprise

In-Person and Virtual

Neighborhood Meeting

Planning & Zoning

City Council

In Person: October 19, 2022

Date: TBD

Date: TBD

Time: 6:00 P.M. – 7:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: 23251 N. 166th Drive
Surprise, AZ 85387

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Virtual: October 5, 2022

Time: 6:00 P.M. – 7:00 P.M.

Link: <https://swlaw.zoom.us/j/99241546120?pwd=N2N6WW1LeHVHNVVQMxIoa0lnamkvQT09>

Webinar ID: 992 4154 6120

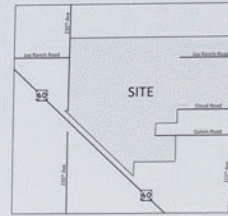
Passcode: 196744

Case number: FS22-0502

Dial-in: 602 753 0140

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to "Employment" for Approximately 3,600 Acres.

Please call to confirm dates: 623- 222-3011 Surpriseaz.gov



Sep 15 2022 01:06PM
36538–36598 N 211th Ave
Maricopa County

Notice of Public Hearing City of Surprise

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Neighborhood Meeting

Planning & Zoning

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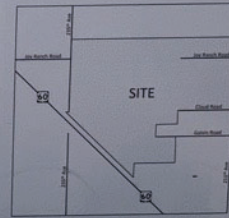
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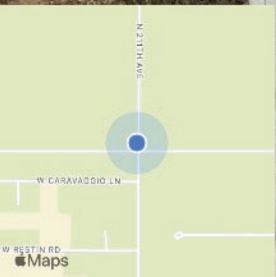
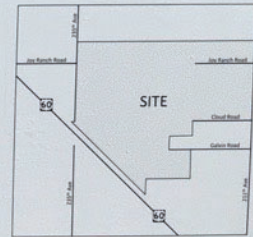
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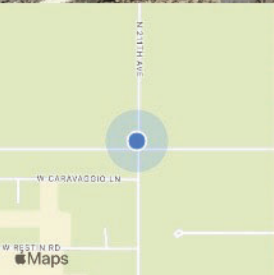
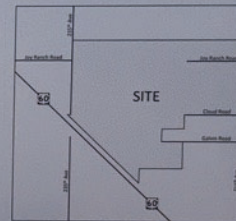
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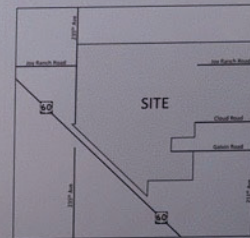
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Please call to confirm dates: 623- 222-3011 Surpriseaz.gov



Sep 15, 2022 10:35AM
38267-39413 N 235th Ave
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person and Virtual

Neighborhood Meeting

Planning & Zoning

City Council

In Person: October 19, 2022

Date: TBD

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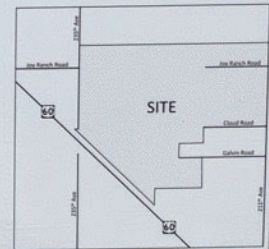
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Sep 15, 2022 10:36AM
38267-39413 N 235th Ave
Maricopa County

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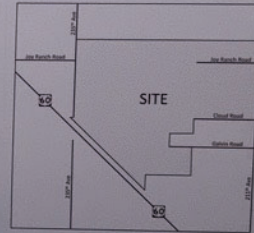
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Please call to confirm dates: 623- 222-3011 Surpriseaz.gov



Sep 15, 2022 11:09AM

85342

Maricopa County

Notice of Public Hearing City of Surprise

In-Person and Virtual

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Time: 6:00 P.M. – 7:00 P.M.

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Surprise, AZ 85387

Planning & Zoning

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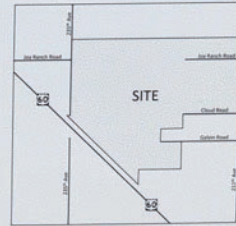
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Sep 15, 2022 11:09AM

85342

Maricopa County

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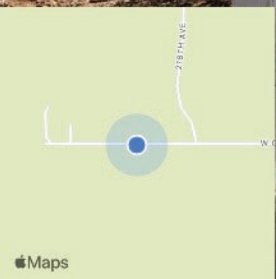
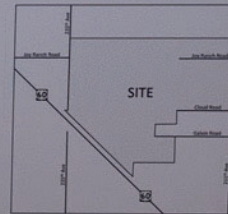
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Surprise, AZ 85374

City Council

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
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Sep 15, 2022 11:53AM
21601-21899 W Galvin St
Maricopa County

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City Council

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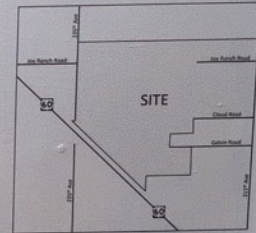
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Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Virtual: October 5, 2022

Time: 6:00 P.M. – 7:00 P.M.

Link: <https://swlaw.zoom.us/j/99241546120?pwd=N2N6WW1LeHVHNVVQMxloa0lnamkvQT09>

Webinar ID: 992 4154 6120

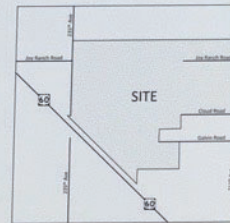
Passcode: 196744

Case number: FS22-0502

Dial-in: 602 753 0140

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Please call to confirm dates: 623- 222-3011 Surpriseaz.gov



Sep 15, 2022 12:32PM
32880–32898 N 215th Ave
Maricopa County

Notice of Public Hearing City of Surprise

In-Person and Virtual

Neighborhood Meeting

Planning & Zoning

City Council

In Person: October 19, 2022

Date: TBD

Date: TBD

Time: 6:00 P.M. – 7:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: 23251 N. 166th Drive
Surprise, AZ 85387

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Virtual: October 5, 2022

Time: 6:00 P.M. – 7:00 P.M.

Link: <https://swlaw.zoom.us/j/99241546120?pwd=N2N6WW1LeHVHNVVQMxloa0lnamkvQT09>

Webinar ID: 992 4154 6120

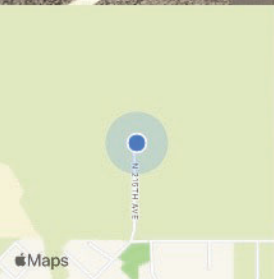
Passcode: 196744

Case number: FS22-0502

Dial-in: 602 753 0140

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to "Employment" for Approximately 3,600 Acres.

Please call to confirm dates: 623- 222-3011 Surpriseaz.gov



Sep 15, 2022 12:31PM
32880-32898 N 215th Ave
Maricopa County

Exhibit 2

MEETING SIGN-IN SHEET

Project:	BNSF	Meeting Date:	10/19/2022
Facilitator:	Snell & Wilmer, LLP	Place/Room:	Asante Preparatory Academy

Name	Street Address	City	ZIP	Phone Number	E-Mail
Andy Cepon					
Michelle Bradshaw					
Chris Bradshaw					
John Anderson					
R.H. L. Blum					
Alyssa Hauptman ☆					
Deborah Parris					
Leonard Parris					

MEETING SIGN-IN SHEET

Project:	BNSF	Meeting Date:	10/19/2022
Facilitator:	Snell & Wilmer, LLP	Place/Room:	Asante Preparatory Academy

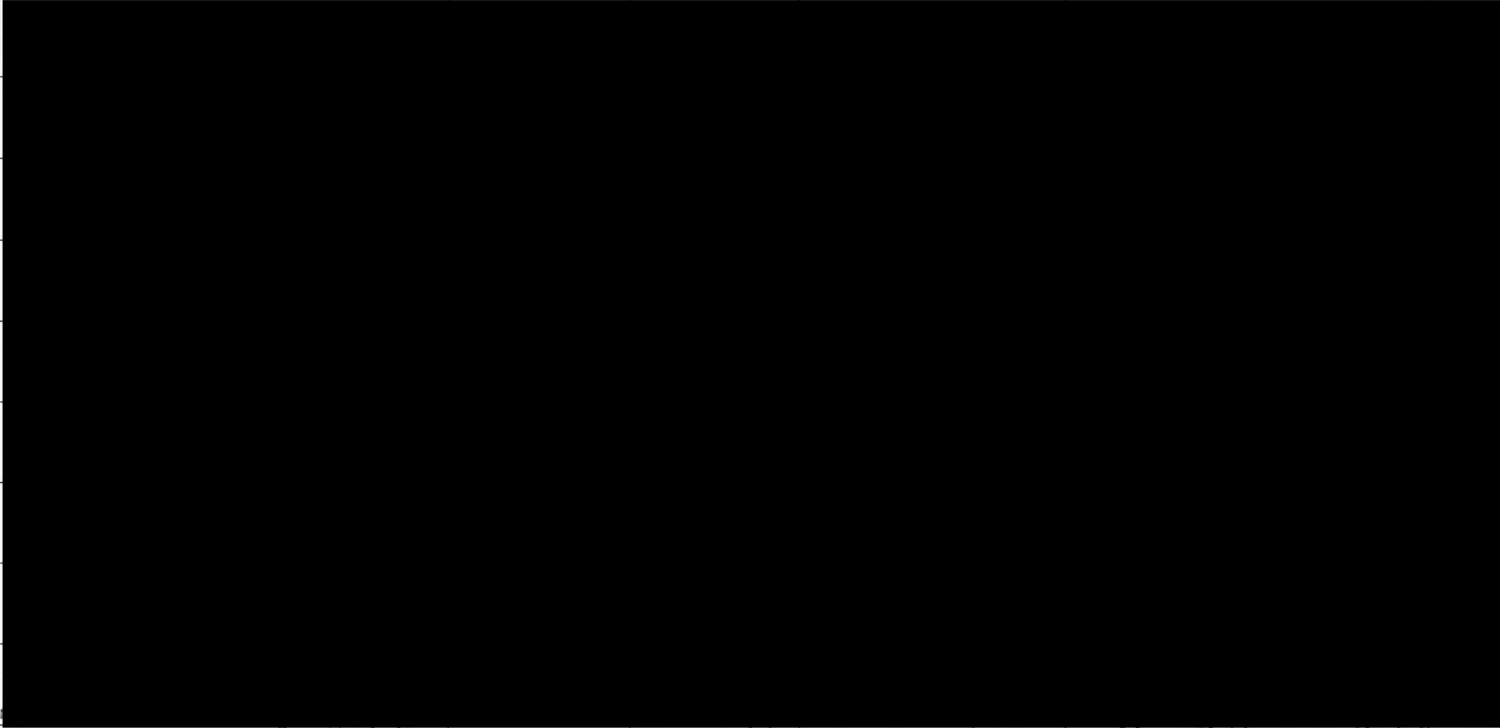
Name	Street Address	City	ZIP	Phone Number	E-Mail
Anthony Good					
Ladonna Berg					
Helmut Berg					
Tina Graham					
Jimmy Graham					
Cheryl Andersen					
MARGARET LIEU					
XXXXXXXXXX					
Karen Murray					
Mike Hoppe					

Exhibit 3

**BNSF Logistic Center
Neighborhood Meeting**

October 19th, 2022

Guest Comment Card

Please provide your comments about the proposed project below.

Thank you for attending our meeting.

How ~~will~~^{are} first Responders going
to handle emergencies when we
can't get them to show up now
for our needs.

How are noise issues going
to be handled.

Name:

Mike Hoppe

Address:

Phone/Email

AFFIDAVIT OF POSTING

Application No: FS22-0502
Applicant Name: Snell & Wilmer
Location: 212th Ave & US 60 Hwy
Date Site Posted: 1/13/2023

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days** prior to the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site -- Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett
Applicant/Representative Signature

1/13/2023
Date

This instrument was acknowledged before me on 1/13/2023, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Marybeth Conrad
Notary Public

10-25-24
My commission expires

Return completed and notarized affidavit and all relevant photos to the Planning and Zoning Department at least fifteen (15) days prior to the scheduled meeting(s).

Notice of Public Hearing City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School
Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Planning & Zoning Commission Regular Public Hearing

Date: February 16, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

City Council Public Hearing

Date: March 7, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

Virtual Neighborhood Meeting

Held: October 5, 2022

In-Person Neighborhood Meeting

Held: October 19, 2022

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Case number: FS22-0502

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 7:48:44 AM
36538-36598 N 211th Ave
Morristown AZ 85342

Notice of Public Hearing City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School
Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Planning & Zoning Commission Regular Public Hearing

Date: February 16, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

City Council Public Hearing

Date: March 7, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

Virtual Neighborhood Meeting

Held: October 5, 2022

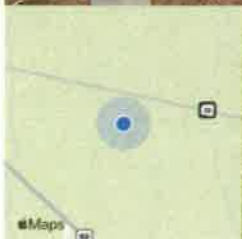
In-Person Neighborhood Meeting

Held: October 19, 2022

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Case number: FS22-0502

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 7:47:32 AM
36538-36598 N 211th Ave
Morristown AZ 85342

Notice of Public Hearing City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School
Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Planning & Zoning Commission Regular Public Hearing

Date: February 16, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85307

City Council Public Hearing

Date: March 7, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

Virtual Neighborhood Meeting

Held: October 5, 2022

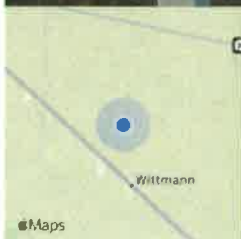
In-Person Neighborhood Meeting

Held: October 19, 2022

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Case number: FS22-0502

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 7:37:50 AM
21601-21899 W Calvin St
Wittmann AZ 85361

Notice of Public Hearing

City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School
Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Planning & Zoning Commission Regular Public Hearing

Date: February 16, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

City Council Public Hearing

Date: March 7, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

Virtual Neighborhood Meeting

Held: October 5, 2022

In-Person Neighborhood Meeting

Held: October 19, 2022

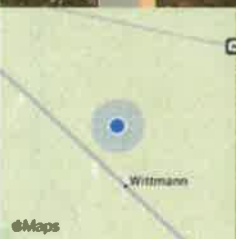
Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Case number: FS22-0502

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 7:38:06 AM
21601-21899 W Galvin St
Wittmann AZ 85361



Notice of Public Hearing City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School
Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Planning & Zoning Commission Regular Public Hearing

Date: February 16, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

City Council Public Hearing

Date: March 7, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

Virtual Neighborhood Meeting

Held: October 5, 2022

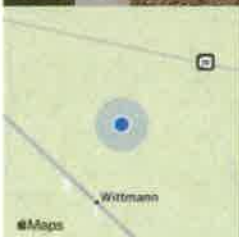
In-Person Neighborhood Meeting

Held: October 19, 2022

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Case number: FS22-0502

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 7:44:21 AM
N 211th Ave
Wittmann AZ 85361

Notice of Public Hearing

City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School
Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Planning & Zoning Commission Regular Public Hearing

Date: February 16, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

City Council Public Hearing

Date: March 7, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

Virtual Neighborhood Meeting

Held: October 5, 2022

In-Person Neighborhood Meeting

Held: October 19, 2022

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Case number: FS22-0502

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 7:44:07 AM
N 211th Ave
Wittmann AZ 85361

Notice of Public Hearing City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School
Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Planning & Zoning Commission Regular Public Hearing

Date: February 16, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

City Council Public Hearing

Date: March 7, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

Virtual Neighborhood Meeting

Held: October 5, 2022

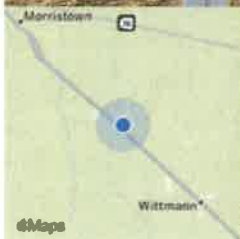
In-Person Neighborhood Meeting

Held: October 19, 2022

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Case number: FS22-0502

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 8:21:09 AM
Morristown AZ-85342

Notice of Public Hearing

City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School
Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Virtual Neighborhood Meeting

Held: October 5, 2022

In-Person Neighborhood Meeting

Held: October 19, 2022

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Planning & Zoning Commission Regular Public Hearing

Date: February 16, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

City Council Public Hearing

Date: March 7, 2023

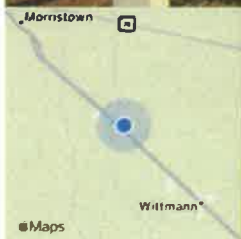
Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387



Case number: FS22-0502

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 8:20:58 AM
Morristown AZ 85342

Notice of Public Hearing City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School
Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Planning & Zoning Commission Regular Public Hearing

Date: February 16, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
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Surprise, AZ 85387

City Council Public Hearing

Date: March 7, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

Virtual Neighborhood Meeting

Held: October 5, 2022

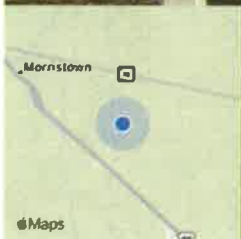
In-Person Neighborhood Meeting

Held: October 19, 2022

Case number: FS22-0502

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 8:33:26 AM
38267-39413 N 235th Ave
Morristown AZ 85342

Notice of Public Hearing City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School
Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Planning & Zoning Commission Regular Public Hearing

Date: February 16, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

City Council Public Hearing

Date: March 7, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85387

Virtual Neighborhood Meeting

Held: October 5, 2022

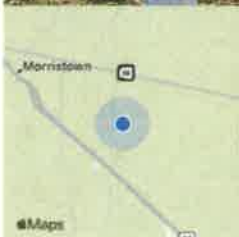
In-Person Neighborhood Meeting

Held: October 19, 2022

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Case number: FS22-0502

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 8:32:45 AM
38267-39413 N 235th Ave
Morristown AZ 85342

Notice of Public Hearing City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School

Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Planning & Zoning Commission Regular Public Hearing

Date: February 16, 2023

Time: 6:00 P.M.

Location: Surprise City Hall

16000 N. Civic Center Plaza
Surprise, AZ 85387

City Council Public Hearing

Date: March 7, 2023

Time: 6:00 P.M.

Location: Surprise City Hall

16000 N. Civic Center Plaza
Surprise, AZ 85387

Virtual Neighborhood Meeting

Held: October 5, 2022

In-Person Neighborhood Meeting

Held: October 19, 2022

Case number: FS22-0502

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 9:07:10 AM
32880-32898 N 215th Ave
Wittmann AZ 85361



Notice of Public Hearing City of Surprise

Planning & Zoning Commission Off-Site Public Hearing

Date: February 2, 2023

Time: 6:00 P.M.

Location: Desert Oasis Elementary School
Multi-Purpose Room 17161 W. Bajada Road
Surprise, AZ 85387

Planning & Zoning Commission Regular Public Hearing

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Held: October 19, 2022

Request: Major General Plan Land Use Map Amendment from "Neighborhood" to
"Employment" for Approximately 3,600 Acres.

Case number: FS22-0502

Please call to confirm dates: 623-222-3011 Surpriseaz.gov



Jan 13, 2023 at 9:07:20 AM
32880-32898 N 215th Ave
Wittmann AZ 85361



RESOLUTION # 2023-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MAJOR GENERAL PLAN AMENDMENT TO THE SURPRISE GENERAL PLAN 2035 FOR APPROXIMATELY 3,588 ACRES OF PROPERTY GENERALLY LOCATED EAST OF US-60/GRAND AVENUE AND BLACK MOUNTIAN ROAD.

WHEREAS, on November 5, 2013 the Surprise electorate ratified the Surprise General Plan 2035;

WHEREAS, on December 19, 2015, the Mayor and City Council approved a Major General Plan Amendment to refine the Village planning concept into a Character Area planning approach;

WHEREAS, the General Plan Land Use Map identifies the subject site as Neighborhood Character Area;

WHEREAS, the Surprise General Plan 2035 requires that any change in the Character Area Land Use designation from Neighborhood to Commerce & Office or Employment on 640 or more acres be processed as a major amendment and comply with Arizona Revised Statutes (ARS) § 9-461.06;

WHEREAS, this amendment changes the Land Use designation of approximately 3,588 acres from Neighborhood Character Area to Employment Character Area; and

WHEREAS, this amendment advances the overall intent of the Surprise General Plan 2035.

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

Section 1. That the Major General Plan Amendment for US-60 Black Mountain, a copy of which is on file in the Community Development Department and attached hereto as ***Exhibit A*** is hereby approved.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Snell & Wilmer

ONE EAST WASHINGTON STREET, SUITE 2700
PHOENIX, AZ 85004-2556
602.382.6000 P
602.382.6070 F

Submitted: November 11, 2022

Major General Plan Amendment – FS22-0502 US 60 Near the Black Mountain Road Alignment Project Narrative

Applicant

Snell & Wilmer, LLP
One East Washington Street, Suite 2700
Phoenix, AZ 85004-2556
Contact: Noel Griemsmann
Email: ngriemsmann@swlaw.com
Tel: (602) 382-6824

Project Introduction & Location

Snell & Wilmer LLP, on behalf of the Property Owner, submits this Major General Plan Amendment request for a proposed Regional Industrial Rail Facility (“RIRF”) on +/- 3,588 acres located on the north side of US 60 near the Black Mountain Road alignment. The site is currently undeveloped.

Description of Request

The purpose of this application is to change the City of Surprise General Plan 2035 Land Use map (“Map”) for the application area (as described in the application package) from its current “Neighborhood” designation to “Employment” to support subsequent rezoning and eventual development of a future integrated development focused on industrial rail facility oriented land uses, including warehousing, distribution, manufacturing and other “value added” industrial types of businesses, best defined as a “Regional Industrial Rail Facility.”

While the exact details of the future Regional Industrial Rail Facility (“RIRF”) are not yet determined, the overall concept is an integrated and secured industrial park like environment, allowing for various types of employers to establish facilities that meet their specific needs. End users will be attracted to the project by its unique relationship with rail facilities, allowing for functionality that is scalable to their specific needs while providing regional and national transportation reach.

In order to begin more comprehensive detailed planning efforts and for the submittal of future comprehensive rezoning application(s) for the RIRF, this Major General Plan amendment is required to establish a policy supporting the future land use of the amendment area.

Project Data	
Location	North side of US 60 near the Black Mountain Road alignment
Current Land Use	Undeveloped
Existing General Plan Character Area	Neighborhood
Proposed General Plan Character Area	Employment
Existing Zoning District	County RE-43
Site Area	+/- 3,588 acres

General Plan Evaluation Criteria

Because this is a request for more than 640 acres of change from “Neighborhood” to the “Employment” designation, the Major General Plan amendment criteria is triggered as per Chapter 6 of the General Plan (Page 230).

The General Plan identifies seven (7) specific evaluation criteria (Pages 230-231) that are to be considered for plan amendments. The following addresses those criteria.

1. Whether the proposed change is generally consistent with goals, objectives, and other elements of Surprise General Plan 2035.

A word search of the General Plan shows 102 uses of the word “employment” with specific emphasis on establishing a “jobs-housing balance” in the City (Land Use Element, Goal 2, Page 31) as well as a focused statement in the Economic Vitality Element that the “future of Surprise is tied to its ability to continue to secure and maintain a stable and diverse employment base.” Furthermore, the General Plan calls for the establishment of “Strategic Employment Centers” and that it is “important (that) the City maintain a pro-business environment in order to successfully attract employers” (Page 72). This request will expand the current “Employment” designated area into a size that will support future development of an “employment center” as contemplated by the General Plan.

2. Whether the proposed change is justified by a change in community conditions or neighborhood characteristics since adoption of the Plan.

This change is necessitated by the acquisition of the land from the Arizona State Land Department by BNSF, which already owns 720 acres directly south of the amendment area. With one landowner, the opportunity is present for the City to work with BNSF to establish a new “employment center” that will support a unique RIRF environment that will be a major attractor of new companies to the City. The existing allotment of “Employment” identified lands in the General Plan is simply not sufficient to establish a significant core of jobs that is necessary for both current and future population levels of this part of the City. This transition of state ownership to private ownership is a change in community conditions that justifies the amendment request.

3. Whether the proposed change creates an adverse impact on public facilities and services, including roads, sewers, water supply, drainage, schools, police, fire, and parks, that cannot be reasonably mitigated.

This change actually provides an opportunity to reduce impacts on those services typically required for residential development. With its current “Neighborhood” designation, and presuming a modest 4 dwelling unit per acre development pattern (which is very low), the amendment area’s 3,588 acres could be home to almost 15,000 households. By transitioning to “Employment” there is a reduction in the need for schools and parks, while increasing taxable values that would support both. There will be a need for public infrastructure, however the RIRF will likely include secured development areas with private roads, private water and sewer lines, as well as internal security that will reduce the amount of public infrastructure requiring maintenance compared to several sections of land worth of homes. The impacts of the final development of the amendment area can be mitigated appropriately and will not negatively impact the City.

4. Whether the proposed change creates an adverse impact on landmarks or other culturally significant structures or properties that cannot be reasonably mitigated.

The area is undeveloped desert. There are no known landmarks or culturally significant structures present.

5. Whether development resulting from the proposed change would create an undue adverse impact on surrounding neighborhoods.

This amendment would enable eventual development of a larger unified project that will be improving access and utilities that will benefit surrounding lands. There will be development in this area eventually; this proposed amendment supports a future rezoning request that will address project impacts, such as new traffic patterns in the area. There are always impacts with new development, however, the impacts of this project are all manageable and will not be of an undue adverse impact.

6. Whether the proposed change would have a significant adverse impact on the natural environment, including washes, vegetation, slopes, groundwater, and other significant natural resources that could not be reasonably mitigated.

The amendment area is currently undeveloped. It is generally flat and does not feature any significant slopes. The existing wash corridors will be evaluated and addressed in further design for sitewide stormwater management. By supporting the development of a uniform largescale project such as this, this land use map change will result in a more comprehensive approach to land development vs an acre by acre approach if left as a low density residential area. There are no known natural environmental impacts that cannot be reasonably mitigated in final project design.

7. Whether there was a change in city adopted policies or codes that would justify a change in Surprise General Plan 2035.

We are unaware of any changes to the City’s codes, however, the City did adopt a prior General Plan Land Use Map change to “Employment” for BNSF’s holdings south of this request. This application simply expands that designation to the remainder of their holdings and allows for a larger project than that already contemplated by the aforementioned approval.

Advancement of the Goals and Policies of the Surprise General Plan 2035

Approval of the Major General Plan Amendment is the first step in the process to allow for this future development. The development will advance the following Goals and Policies of the City of Surprise General Plan 2035:

Land Use Element – Goal 2, Jobs-Housing Balance

Policy #1 is that the “City shall strive to enhance the existing jobs to housing balance, pursuing one new job for every new dwelling unit” (Page 31).

Policy #4 recommends that the “City shall encourage new employment centers by providing the infrastructure necessary to accommodate new industry, while also remaining flexible to future economic shifts and needs” Page 31).

This application will provide for 3,588 acres of “Employment” land use without any planned residential units. With the possibility of millions of square feet of warehouse, manufacturing and distribution uses, there will be significant employment potential from this proposed amendment focused in a large employment center, advancing this key Goal and supporting Policies.

Economic Vitality Element – Goal 1, Sustainable Business

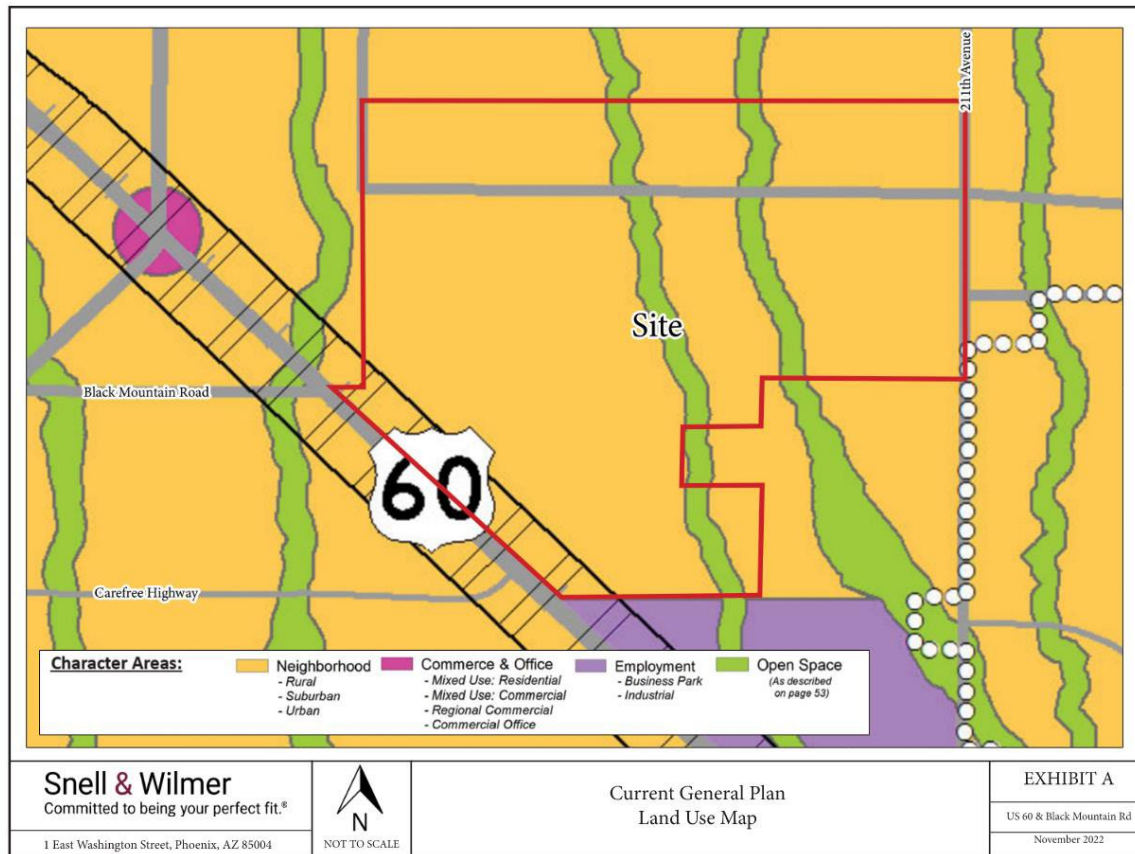
Policy #3 is to “[a]ttract and retain businesses that provide high-paying jobs to strengthen the economic base of Surprise (Page 74).

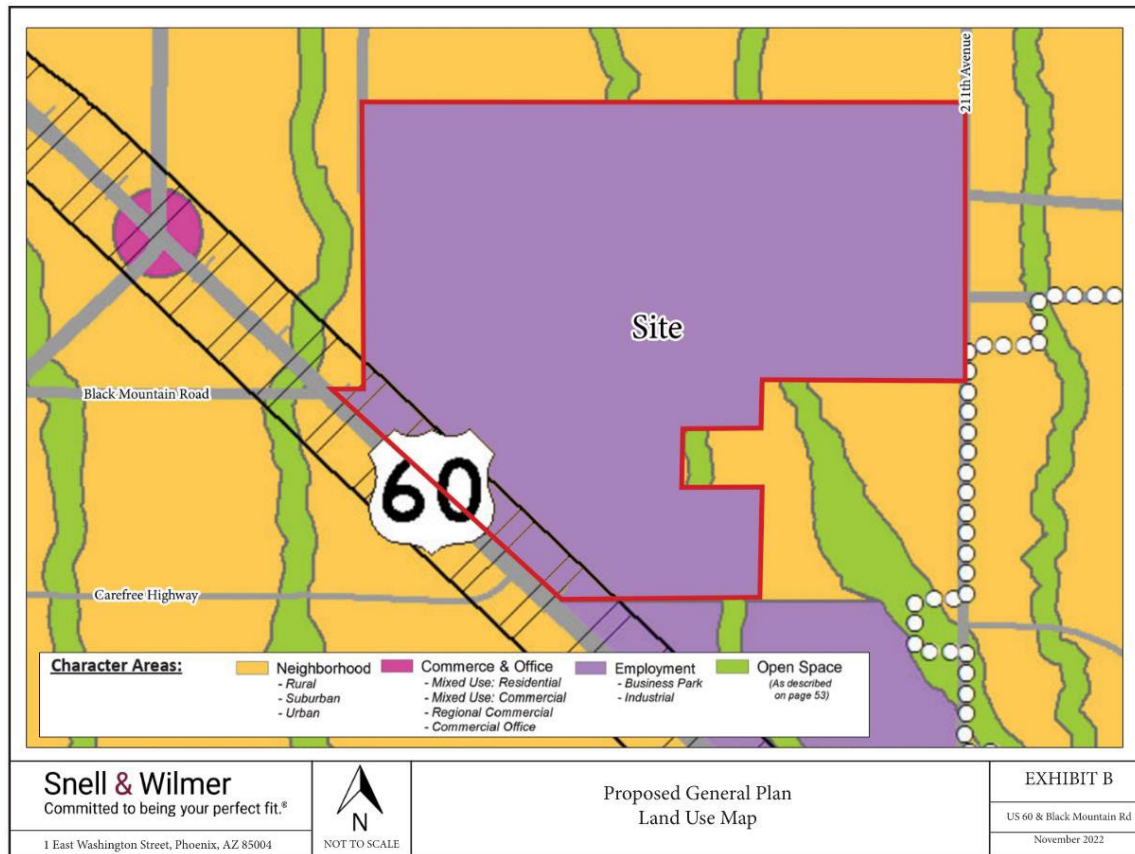
Economic Vitality Element – Goal 3, Economic Relationships

Policy #1 is direction to the City to “[p]artner with other jurisdictions, organizations, and **the business community** to leverage Surprise’s resources in areas including, but not limited to, **national and international marketing, regional economic issues** and opportunities, workforce development, **industry cluster development**, and **establishing emerging industries** (emphasis added) (Page 75).

By establishing a large area of “Employment” land uses supporting a subsequent rezoning for a master planned “Regional Industrial Rail Facility” this request will forward the economic objectives of the City by creating a unique area in which employers will be attracted from all over to establish businesses as well as to have national and international reach via a unique transportation backbone. These are businesses that are both those that are well established as well as new, a mix that will allow for a variety of wage levels, types of companies and development of synergies between both those companies located in the amendment area as well as across the Valley.

To summarize, this land use map amendment to the “Employment” classification will support future comprehensive rezoning efforts to finalize appropriate entitlements for a master planned employment core scale development of a modern RIRF that will provide the location for a wide variety of future manufacturing, distribution and assembly uses.







S U R P R I S E
A R I Z O N A

FS22-0502

US-60 Black Mountain Major General Plan Amendment

City Council
March 7, 2023



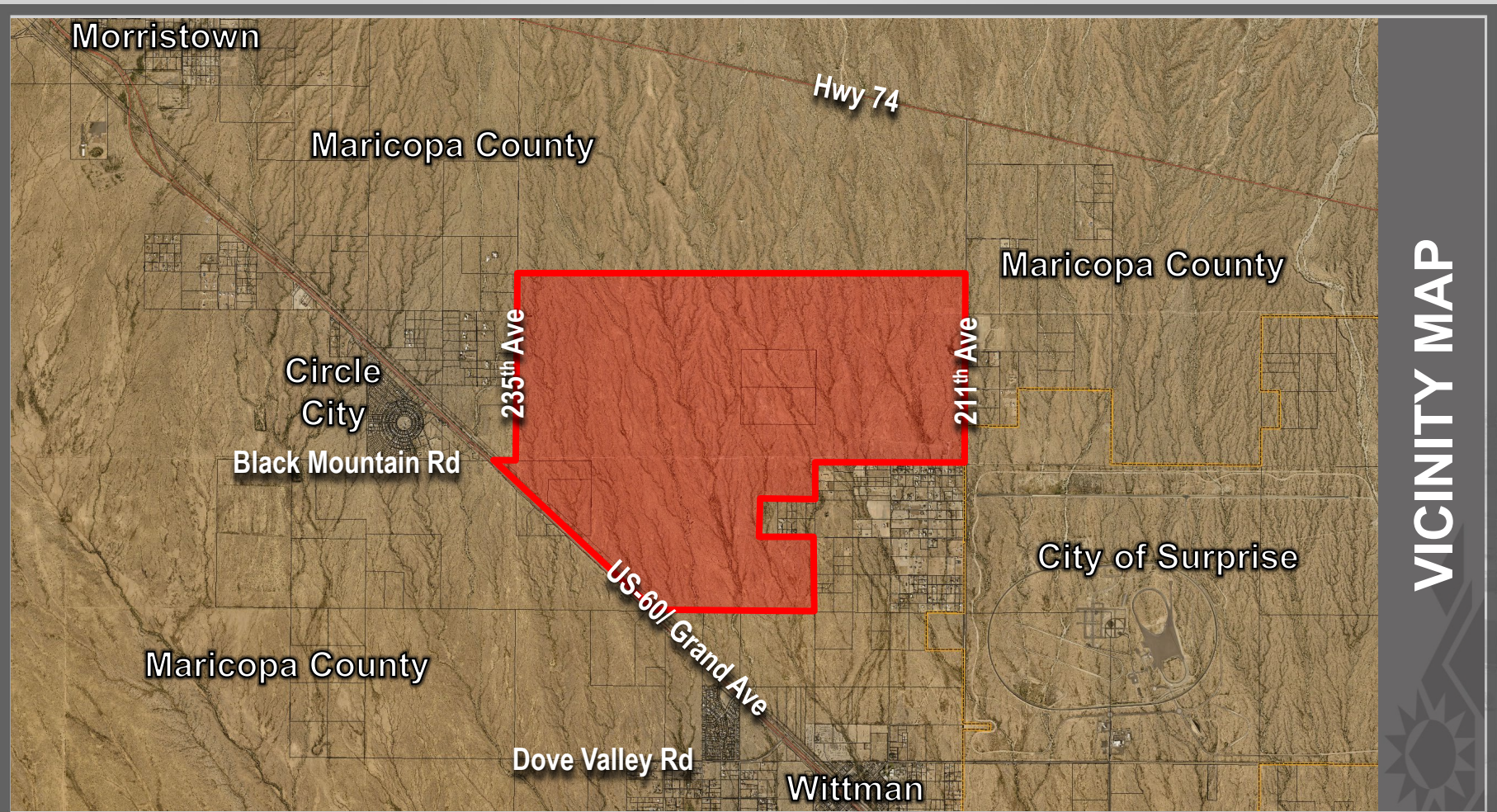
PROCESS

Major General Plan Amendment

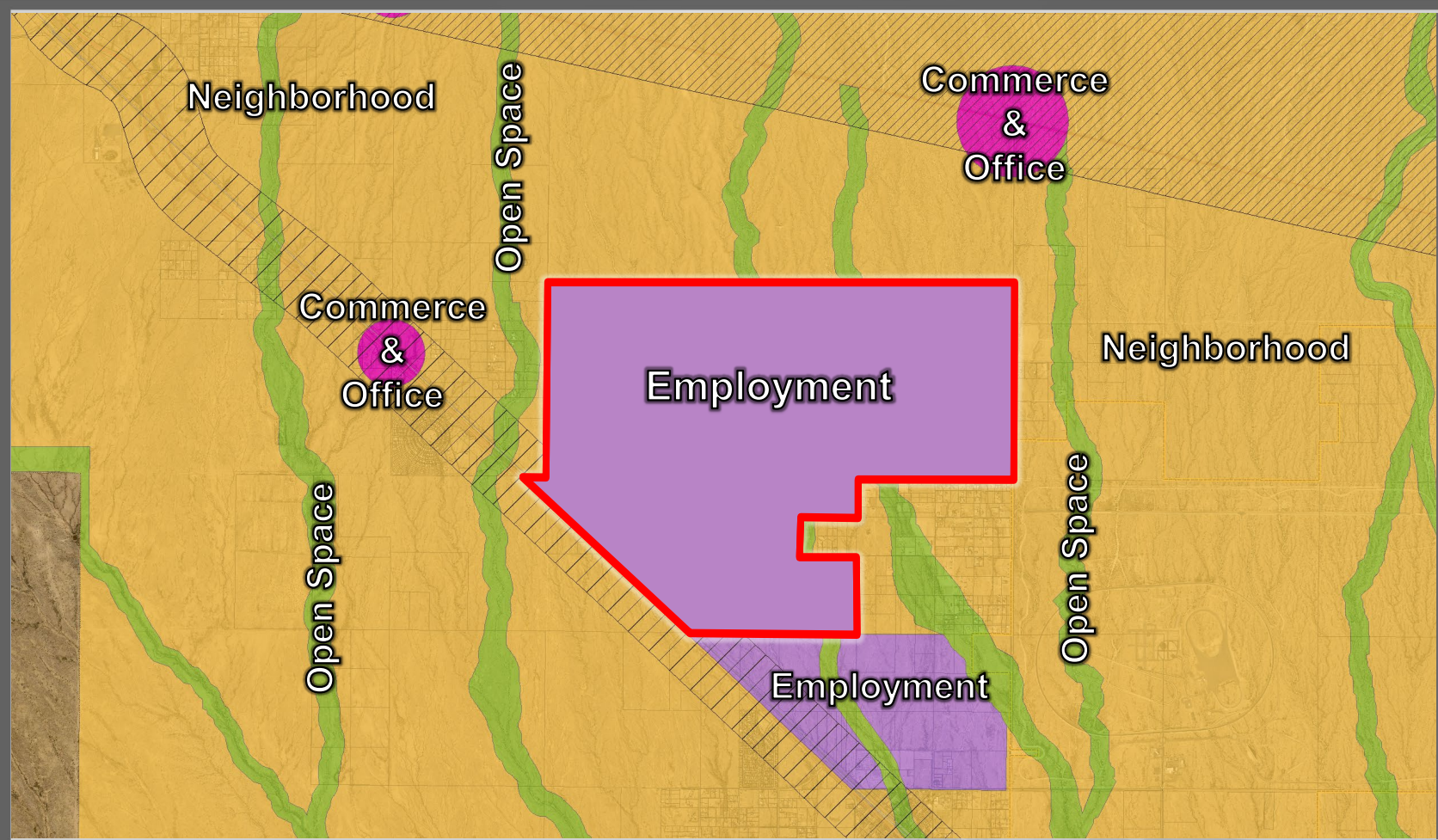
- May 26, 2022: Concept Review Meeting held
- April 4, 2022: Submittal for Major General Plan Amendment
 - Timeline of 12 months per State Statute
- Staff review commenced
- October 5th & October 19th, 2022: Outreach meetings held
- November 16, 2022: 60-Day Review started

Possible Next Steps (if approved)

- Annexation
- Rezone
- Site Planning & Engineering



VICINITY MAP



GENERAL PLAN LAND USE



EVALUATION CRITERIA

Land Use Element – Goal 2, Jobs-Housing Balance

- Policy #1 – The City shall strive to enhance the existing jobs to housing balance, pursuing one new job for every new dwelling unit.
- Policy #4 – The City shall encourage new employment centers by providing the infrastructure necessary to accommodate new industry, while also remaining flexible to future economic shifts and needs.



EVALUATION CRITERIA

Economic Vitality Element – Goal 1, Sustainable Business

- Policy #3 – Attract and retain businesses that provide high-paying jobs to strengthen the economic base of Surprise.

Economic Vitality Element – Goal 3, Economic Relationships

- Policy #1 – Partner with other jurisdictions, organizations, and the business community to leverage Surprise's resources in areas including, but not limited to, national and international marketing, regional economic issues and opportunities, workforce development, industry cluster development, and establishing emerging industries.



OUTREACH

Neighborhood Meetings:

- 10/05/22 (Virtual) & 10/19/22 (In-Person)
- Questions/Comments/Concerns:
 - Traffic
 - Water
 - Environmental
 - Site Activities/Uses

Outside Agencies Review

- Peoria: Arterial roadway alignment & open space

Also received over 850 “NO TO ANNEXATION” Letters



RECOMMENDATION

Commission recommended
approval of case FS22-0502



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023

Contact Person: Michael Boule, ASST
DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource
Management

District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action authorizing the Mayor and Council to accept the Willow Trails Water Agreement. Resolution # 2023-31.

Motion:

I move to approve Resolution 2023-31.

Background:

Forestar Real Estate Group, Inc. owns and is developing the approximately 60.8 acres located at the south east corner of Deer Valley Road and Citrus Road as Willow Trails. The property is located within the City's water service area. There is no City water infrastructure currently serving the property and Forestar will need to make the improvements described herein to secure City water service for the property and be covered by the City's Designation of Assured Water Supply. The Water Resource Management Department and Forestar desire to enter into this agreement for the purpose of outlining and setting forth certain obligations and commitments relative to Forestar's extension of City water service to the property.

Objective Analysis:

This item will authorize Forestar to design, construct, and install a 16" water line from approximately the corner of Deer Valley Road and Grand Avenue to the corner of Deer Valley and Citrus Roads in order to extend water service from the Special Planning Area 2 region and provide water service to the owner's property located at the south east corner of Deer Valley Road and Citrus Road. The agreement includes a reimbursement mechanism for Forestar. The water distribution line may also accommodate development within a region of the City south of the Willow Trails development; therefore, the City will be responsible for notifying any party developing property in the Benefited Area that in order to utilize the 16" water line, they must first contact Forestar's representative regarding the need to annex into this agreement. The City will also require a receipt of payment prior to allowing such annexed party to utilize the Water Distribution Line.

Policy Compliant:

This item is policy compliant as it relates to repayment agreements.

Financial Impact:

The City will receive a one-time payment of \$750,000 in lieu of water system development impact fees. Any infrastructure and/or water rights dedicated to the City as part of this agreement will add to the City's asset base. The City will be responsible for operating and maintenance costs of infrastructure to be conveyed.

Budget Impact:

Revenues received will offset design and construction costs of the water infrastructure. Any operating and maintenance costs associated with the acceptance of infrastructure will be incorporated in future budgets.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

1. Willow Trails Water Agreement -- 120822 execution version Jeffrey Blilie_with exhibits
 2. Willow Trails Agreement Council
 3. 23.02.27 EVR FINAL Res 2023-31 Willow Trails Water Agreement
-

After recording, return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

With a copy to:
Jeffrey M. Blilie
Beus Gilbert PLLC
701 North 44th Street
Phoenix, AZ 85008

WILLOW TRAILS WATER AGREEMENT

THIS WILLOW TRAILS WATER AGREEMENT (this “**Agreement**”) is entered into this ____ day of _____, 2023 (the “**Effective Date**”) by and between the City of Surprise, an Arizona municipal corporation (“**City**”), and Forestar (USA) Real Estate Group, Inc., a Delaware corporation (“**Owner**”). City and Owner may be referred to individually as “**Party**” and collectively as “**Parties.**”

RECITALS:

A. Owner owns and is developing the approximately 60.8 acres located at the SEC of Deer Valley Road and Citrus Road, as legally described in Exhibit A (the “**Property**”).

B. The Property is located within the City’s water service area.

C. The Parties acknowledge that there is no City water infrastructure currently serving the Property and that Owner will need to make the improvements described herein to secure City water service for the Property.

D. The Parties desire to enter into this Agreement for the purpose of outlining and setting forth certain obligations and commitments relative to Owner’s extension of City water service to the Property.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows:

1. Defined Terms.

1.1 “*Applicable Standards*” means applicable master plans, specific

plans, rules, ordinances, regulations, standards, and administrative policies of the City, Maricopa County, Maricopa Association of Governments, State of Arizona and Federal Government that are in effect at the time of the respective application or submittal, whichever is later, filed by the applicant.

1.2 *“Water Distribution Line”* means the 16” water distribution line extending from the point where the 16” water line installed by Maverick/QT ends to the existing stub-out at the intersection of Deer Valley Road and Citrus Road as shown on the as-built SPA 3 construction plans, as depicted in the attached Exhibit B.

1.3 *“Design and Construction Costs”* means the cost of (1) Right-of-way or easement acquisition; (2) the actual costs of construction of the water distribution line, such construction to include, but not be limited to, construction and installation of the water line, asphaltic and concrete paving, curb, gutter and sidewalks, street lights, traffic signals and public landscaping, if any; (3) Inspection, testing and permit fees; (4) Engineering and design fees required for preparation of plans and specifications; (5) Incidental fees, expenses and charges, including but not limited to capitalized interest required to complete the improvements.

2. Water Service. The Property is located within the City’s water service area, and the City is designated as having an assured water supply pursuant to ARS § 45-576, which will apply to the development of the Property. Upon the completion and acceptance by the City of the Water Distribution Line and the Onsite Water System (defined in Section 6), and the payment of the Water System Fee (defined in Section 7), the City commits to provide municipal water service to the Property, with service-related fees, including applicable Development Impact Fees, imposed in accordance with the City’s then current generally applicable rate structure.

3. Water Rights; Credit. Prior to the recordation of any final plat within the Property, Owner shall convey to the City, at no cost to the City, all Type I and Type II water rights, and any extinguished irrigation grandfathered water rights or credits, associated with the Property.

4. Water Distribution Line. Owner shall design, construct and install the Water Distribution Line in accordance with all Applicable Standards. The City shall not accept the dedication of the Water Distribution Line until the Water Resource Management Director has reviewed and determined such to be compliant with all Applicable Standards. In addition, the City shall have the right and authority to inspect ongoing construction and installation to ensure that the work is being performed in accordance with the final approved plans and Applicable Standards.

4.1 Water Distribution Line Reimbursement. The Parties acknowledge and agree that a 16 inch Water Distribution Line is the minimum size required to serve the Property given the length of the Line needed to reach the Property and the distance to the Property from the City’s nearest existing connection. Although not oversized, the Water Distribution Line may also accommodate development within a region of the City south of

Deer Valley Road, including the Property, consisting of approximately 546.1 acres, as depicted in the attached Exhibit C (“**Benefited Area**”).

4.2 Annexation into Agreement. Although not mandated by the City, any property owner in the Benefited Area wishing to utilize the Water Distribution Line shall first annex into this Agreement (“**Annexed Party**”). In order to annex into this Agreement the Annexed Party shall execute the form attached hereto as Exhibit E.

4.3 Water Distribution Line Buy-in Fee. An Annexed Party shall be required to reimburse Owner for its pro-rata share of the Design and Construction Costs for the Water Distribution Line through the payment of a buy-in fee (“**Buy-in Fee**”). The Buy-in Fee shall be calculated by dividing the Design and Construction Costs for the Water Distribution Line by 546.1 and multiplying that by the number of acres within the Annexed Party’s property. By way of example, if the Design and Construction Costs are \$3,000,000 and the Annexed Party’s property is 25 acres, the Buy-in Fee would be \$137,337 ($\$3,000,000 / 546.1 \times 25$). Payment of the Buy-in Fee entitles the Annexed Party only to use of the Water Distribution Line. However, said payment of the Buy-in Fee is not a commitment by the City for any amount of actual water capacity or water service. Any commitment for capacity and service shall be documented by separate agreement between the Annexed Party and the City.

5. City Obligations. The City shall be responsible for the following obligations, to the extent permitted by law.

- a. Notifying any party developing property in the Benefited Area that in order to utilize the Water Distribution Line, they must first contact Owner regarding the need to annex into this Agreement.
- b. Requiring a receipt of payment, a sample of which is attached hereto as Exhibit D, of the Buy-in Fee by any Annexed Party prior to allowing such Annexed Party utilizing the Water Distribution Line.

6. Onsite Water System. Owner shall design, construct, dedicate and pay the Design and Construction Costs associated with the onsite water distribution lines/facilities necessary for the distribution of water to the parcels within the Property (the “**Onsite Water System**”), which shall be connected to the Water Distribution Line. The Design and Construction Costs associated with the Onsite Water System are not eligible for any reimbursement or buy-in fee.

7. Water System Fee. Owner shall pay to the City a water system fee of \$750,000 (“**Water System Fee**”) to pay for a portion of the City water system improvements (wells, storage tanks, booster pumps, etc.) needed to provide City water service to the Property. The Water System Fee shall be paid to the City prior to the first building permit being issued within the Property. City acknowledges and agrees that Owner’s payment of the Water System Fee is in-lieu of having to pay City’s “water system” development impact fee, but Owner shall still be responsible to pay other all applicable

development impact fees, including but not limited to, the City's "water resource" development impact fee. This in lieu payment and waiver of the City's water system development impact fee applies only to Owner. All Annexed Parties shall be responsible for paying all applicable City development impact fees, and shall not be entitled to any waiver hereunder.

8. Representatives. The Parties agree to designate and appoint a representative to act as a liaison between the City and its various departments and Owners. The initial representative for the City will be the Water Resource Management Director and the initial representative for Owner will be Ryan Bettes. Either party may change its representative upon written notice to the other party. The representatives will be available at all reasonable times to discuss and review the performance of the Parties relative to the terms of this Agreement.

9. General Provisions.

9.1 Term. The term for this Agreement shall be ten (10) years beginning on the date the City has accepted the Water Distribution Line. Upon mutual agreement by the Parties, the term may be extended for two (2) additional five (5) year extension terms provided development within the Benefited Area is ongoing. Neither party is, or shall be at any time, under any obligation to enter into any such extension.

9.2 Assignment. The provisions of this Agreement are binding upon and will inure to the benefit of the Parties, and all of their successors in interest and assigns.

9.3 Choice of Law, Venue and Attorneys' Fees. The laws of the State of Arizona will govern any dispute, controversy, claim, or cause of action arising out of or related to this Agreement. The venue for any such dispute will be Maricopa County, Arizona, and each party waives the right to object to venue in Maricopa County for any reason. Neither Party will be entitled to recover any of its attorneys' fees or other costs from any other party incurred in any such dispute, controversy, claim, or cause of action, but each party will bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

9.4 Conflict of Interest. Pursuant to ARS § 38-503 and § 38-511, no member, official, or employee of the City will have any personal interest, direct or indirect, in this Agreement, nor will any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of ARS § 38-511.

9.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. The signature pages from one or more counterparts may be removed

from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

9.6 Default. Failure or unreasonable delay by any party to perform or otherwise act in accordance with any term or provision of this Agreement constitutes a breach of this Agreement (“**Event of Default**”).

A. “Default” means any one of the following:

1. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement.

2. The issuance of an order of a court having jurisdiction over either Party for relief in any involuntary case commenced against the applicable party as debtor under the Federal Bankruptcy Code or the entry of a court decree or order appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official.

B. Any failure to pay money or failure related to any other monetary obligation hereunder not cured within five (5) days after written notice is received from a Party will constitute an Event of Default under this Agreement by the non-paying Party.

C. Any other breach not cured within thirty (30) days after written notice is received from a Party will constitute an Event of Default by the breaching Party under this Agreement; except that, if more than thirty (30) days but no more than ninety (90) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching Party will have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation within ninety (90) days after written notice is received from a Party.

D. Any notice of an Event of Default will specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible.

E. Upon the occurrence of an Event of Default, the non-defaulting Party will have all the remedies afforded by law and in equity.

F. No delay in exercising any right or remedy will constitute a waiver thereof; and no waiver of any Default will be construed as a waiver of any preceding or succeeding Default of the same or any other covenant, or condition of this Agreement. No waiver will be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

9.7 Entire Agreement. This Agreement, together with the following Exhibits attached hereto and incorporated herein by this reference, constitutes the entire agreement between the Parties.

<u>Exhibit A:</u>	Depiction and Legal Description of the Property
<u>Exhibit B:</u>	Depiction of the Water Distribution Line
<u>Exhibit C:</u>	Depiction of the Benefited Area
<u>Exhibit D:</u>	Notice of Payment Form – Receipt
<u>Exhibit E:</u>	Annexed Property Form

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are superseded by and merged in this Agreement.

9.8 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement will be construed according to the fair meaning of its language. The rule of construction that ambiguities will be resolved against the Party who drafted a provision will not be employed in interpreting this Agreement.

9.9 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

9.10 Good Standing; Authority. Each party represents and warrants that it is a duly formed and legally valid existing entity under the laws of the State of Arizona with respect to Owner, or a municipal corporation within Arizona with respect to the City, and that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.

9.11 Headings. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.

9.12 Notices and Filings. All notices specifically required by this Agreement, excluding approvals, notices or other communications made as part of the customary development processes of the City, must be given in writing and delivered personally, emailed or sent by United States Mail, postage pre-paid, return receipt requested, to:

CITY:	City of Surprise
	16000 N. Civic Center Plaza
	Surprise, AZ 85374
	Attn: Water Resource Management Director
	Email: lee.lambert@surpriseaz.gov

With a copy to: City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Robert Wingo, City Attorney
Email: robert.wingo@surpriseaz.gov

OWNERS: Forestar (USA) Real Estate Group
Attention: Ryan Bettes
1661 E. Camelback Rd., Suite 330
Phoenix, AZ 85016
Email: RyanBettes@forestar.com

With a copy to: Beus Gilbert McGroder PLLC
Attn: Jeffrey M. Blilie
701 North 44th Street
Phoenix, AZ 85008
Email: jblilie@beusgilbert.com

Any changes to the above recipients must be in writing consistent with this section. Any notice or other communication directed to a Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the Party.

9.13 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, after its full execution by the City.

9.14 Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement will, create any partnership, joint venture, or other agreement between the Parties. No term or provision of this Agreement is intended to, or will be for the benefit of any person or entity not a party hereto, and no such other person or entity will have any right or cause of action hereunder.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) written below.

CITY OF SURPRISE, an Arizona
municipal corporation

By: _____
Mayor Skip Hall

Date _____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

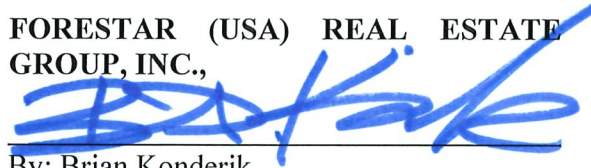
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 202_, 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 or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

FORESTAR (USA) REAL ESTATE
GROUP, INC.,



By: Brian Konderik

Title: Division President - Arizona

STATE OF ARIZONA
County of Maricopa

On this 8 day of December, 2022, before me personally appeared BRIAN KONDERIK, Division President - Arizona of Forestar (USA) Real Estate Group, Inc., 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]

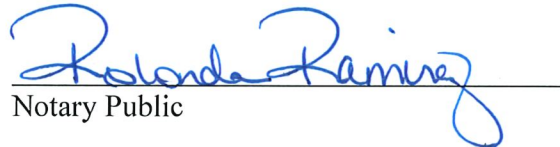
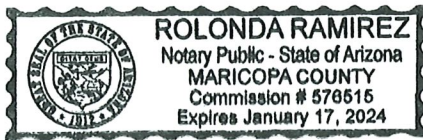

Notary Public

EXHIBIT A

Depiction and Legal Description of the Property

[see following pages]

EXHIBIT "A"
HOMETOWN SURPRISE, PHASE 1
LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the West Half of the Northwest Quarter of Section 23, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found City of Surprise brass cap stamped "RLS# 19344, dated 2017" for the Northwest corner of said Section 23, from which a found 1 1/4" iron pipe with 1 3/4" cap stamped "14, 23" for the North Quarter corner of said Section 23 bears South 89 deg. 40 min. 37 sec. East (Basis of Bearings) - 2,619.97 feet, and from which a found 1/2" rebar with aluminum cap stamped "RLS# 21081" for the West Quarter corner of said Section 23 bears South 00 deg. 36 min. 01 sec. West - 2,640.07 feet;

THENCE South 00 deg. 36 min. 01 sec. West along the West line of the Northwest Quarter of said Section 23, at 100.01 feet pass a found 2" cap in pavement centerline of Deer Valley Road, continue a total distance of 150.01 feet to the **TRUE POINT OF BEGINNING**;

THENCE South 89 deg. 40 min. 37 sec. East departing said West line and being 150.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 23, a distance of 451.09 feet;

THENCE South 00 deg. 36 min. 01 sec. West, a distance of 40.00 feet;

THENCE South 89 deg. 40 min. 37 sec. East being 190.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 23, a distance of 300.00 feet;

THENCE North 00 deg. 36 min. 01 sec. East, a distance of 40.00 feet;

THENCE South 89 deg. 40 min. 37 sec. East being 150.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 23, a distance of 186.11 feet to a Point of Curvature of a circular curve to the left, having a radius of 1,577.89 feet, a central angle of 13 deg. 40 min. 37 sec., and being subtended by a chord which bears North 83 deg. 29 min. 04 sec. East - 375.76 feet;

THENCE in an easterly direction along said curve to the left, a distance of 376.66 feet to the East line of the West Half of the Northwest Quarter of said Section 23;

THENCE South 00 deg. 32 min. 59 sec. West non-tangent to said curve and continue along said East line, a distance of 871.46 feet to a found 1/2" rebar with cap stamped "LS# 10846" for the most northerly corner of Maricopa County Flood Control parcel recorded in Document No. 1991-0274358 of Maricopa County Records (MCR);

THENCE South 24 deg. 28 min. 54 sec. West departing said East line, a distance of 498.53 feet;

THENCE North 65 deg. 31 min. 06 sec. West, a distance of 572.00 feet;

THENCE South 24 deg. 28 min. 54 sec. West, a distance of 7.26 feet to a Point of Curvature of a circular curve to the left, having a radius of 277.50 feet, a central angle of 02 deg. 37 min. 54 sec., and being subtended by a chord which bears South 23 deg. 09 min. 57 sec. West - 12.75 feet;

THENCE in a southwesterly direction along said curve to the left, a distance of 12.75 feet;

THENCE North 65 deg. 31 min. 06 sec. West non-tangent to said curve, a distance of 144.99 feet;

THENCE North 52 deg. 52 min. 21 sec. West, a distance of 109.63 feet;

THENCE North 89 deg. 15 min. 24 sec. West, a distance of 54.86 feet;

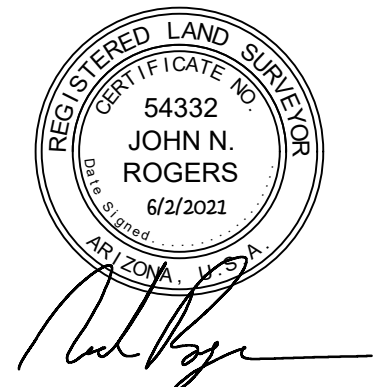
THENCE North 47 deg. 53 min. 34 sec. West, a distance of 150.50 feet;

THENCE North 69 deg. 20 min. 24 sec. West, a distance of 51.01 feet;

THENCE North 00 deg. 36 min. 01 sec. East, a distance of 75.03 feet;

THENCE North 89 deg. 23 min. 59 sec. West, a distance of 142.00 feet to the West line of the Northwest Quarter of said Section 23;

THENCE North 00 deg. 36 min. 01 sec. East along said West line, a distance of 746.71 feet to the **POINT OF BEGINNING**, containing 1,344,347 square feet or 30.862 acres of land, more or less.



POINT OF BEGINNING

BASIS OF BEARINGS

NORTH LINE OF THE NW 1/4 OF SEC. 23, T4N, R2W

S 89°40'37" E 2619.97'

30.862 AC.

1,344,347 SQ. FT.

WEST LINE OF THE NW 1/4 OF SEC. 23, T4N, R2W

S 00°36'01" W 2640.07'

4

1312.31'

EAST LINE OF THE WEST 1/2 OF
NW 1/4 OF SEC. 23, T4N, R2W

S 00°32'59" W 1663.16'

0°32'59" W
871.46'

S 00°36'01" W 2640.07'

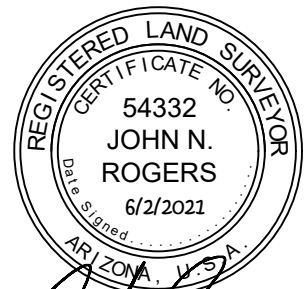
EAST LINE OF THE NW 1/4 OF SEC. 23, T4N, R2W

3

N 89°41'04" W 2624.62'

SOUTH LINE OF THE NW 1/4 OF SEC. 23, T4N, R2W

GOODWIN AND
MARSHALL INC.



LINE TABLE

LINE #	BEARING	DISTANCE
L1	S00°36'01"W	150.01'
L2	S89°40'37"E	451.09'
L3	S00°36'01"W	40.00'
L4	S89°40'37"E	300.00'
L5	N00°36'01"E	40.00'
L6	S89°40'37"E	186.11'
L7	S24°28'54"W	498.53'
L8	N65°31'06"W	572.00'
L9	S24°28'54"W	7.26'
L10	N65°31'06"W	144.99'
L11	N52°52'21"W	109.63'
L12	N89°15'24"W	54.86'
L13	N47°53'34"W	150.50'
L14	N69°20'24"W	51.01'
L15	N00°36'01"E	75.03'
L16	N89°23'59"W	142.00'

MONUMENT NOTES

- 1 CITY OF SURPRISE BRASS CAP IN CONCRETE, NORTHWEST CORNER OF SECTION 23, T4N, R2W RLS# 19344 DATED 2017
- 2 1 1/4" IRON PIPE WITH 1 3/4" CAP STAMPED "14 23", NORTH QUARTER OF SECTION 23, T4N, R2W
- 3 FOUND FCDMC ALUMINUM CAP ON ROD STAMPED "T4N R2W C1/4 S23 LS 3307 DATED 2012"
- 4 FOUND 1/2" REBAR WITH ALUMINUM CAP RLS# 21081, WEST QUARTER OF SECTION 23, T4N, R2W
- 5 FOUND 1/2" REBAR WITH CAP LS 10846

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1577.89'	376.66'	13°40'37"	N83°29'04"E	375.76'
C2	277.50'	12.75'	2°37'54"	S23°09'57"W	12.75'

**EXHIBIT "A" MAP SHOWING
METES & BOUNDS FOR HOMETOWN SUPRISE
SITUATED IN A PORTION OF THE WEST HALF OF THE NORTHWEST
QUARTER OF SECTION 23, T4N, R2W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA**

**GOODWIN AND
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

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

Scale:	NONE	Sheet
Date:	6/2/2021	4
Job No.:	10884A	of
Drafted:	T.A.D.	4
Checked:	J.N.R.	

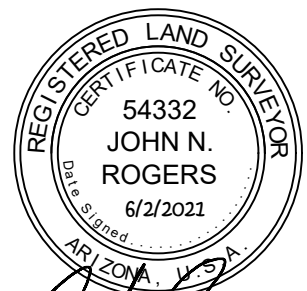


EXHIBIT "A"
HOMETOWN SURPRISE, PHASE 2
LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the West Half of the Northwest Quarter of Section 23, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a found 1/2" rebar with aluminum cap stamped "RLS# 21081" for the West Quarter corner of said Section 23, from which a found City of Surprise brass cap stamped "RLS# 19344, dated 2017" for the Northwest corner of said Section 23 bears North 00 deg. 36 min. 01 sec. East (Basis of Bearings) - 2,640.07 feet;

THENCE North 00 deg. 36 min. 01 sec. East along the West line of said Section 23, a distance of 1,743.34 feet;

THENCE South 89 deg. 23 min. 59 sec. East departing said West line, a distance of 142.00 feet;

THENCE South 00 deg. 36 min. 01 sec. West, a distance of 75.03 feet;

THENCE South 69 deg. 20 min. 24 sec. East, a distance of 51.01 feet;

THENCE South 47 deg. 53 min. 34 sec. East, a distance of 150.50 feet;

THENCE South 89 deg. 15 min. 24 sec. East, a distance of 54.86 feet;

THENCE South 52 deg. 52 min. 21 sec. East, a distance of 109.63 feet;

THENCE South 65 deg. 31 min. 06 sec. East, a distance of 144.99 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 277.50 feet, a central angle of 02 deg. 37 min. 54 sec., and being subtended by a chord which bears North 23 deg. 09 min. 57 sec. East - 12.75 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 12.75 feet;

THENCE North 24 deg. 28 min. 54 sec. East tangent to said curve, a distance of 7.26 feet;

THENCE South 65 deg. 31 min. 06 sec. East, a distance of 572.00 feet;

THENCE South 24 deg. 28 min. 54 sec. West, a distance of 1,324.37 feet to a found 1/2" rebar with cap stamped "LS# 10846" in the South line of the Northwest Quarter of said Section 23;

THENCE North 89 deg. 41 min. 04 sec. West along said South line, a distance of 572.84 feet to the **POINT OF BEGINNING**, containing 1,299,102 square feet or 29.823 acres of land, more or less.

EXCEPT FROM THEREOF:

A portion of the Northwest Quarter of Section 23, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found 1/2" rebar with aluminum cap stamped "RLS# 21081" for the West Quarter corner of said Section 23, from which a found City of Surprise brass cap in concrete for the Northwest corner of said Section 23 bears North 00 deg. 36 min. 01 sec. East - 2,640.07 feet;

THENCE North 00 deg. 36 min. 01 sec. East along the West line of the Northwest Quarter of said Section 23, a distance of 175.25 feet;

THENCE South 89 deg. 23 min. 59 sec. East departing said West line, a distance of 35.00 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 00 deg. 36 min. 01 sec. East being 35.00 feet East of and parallel with the West line of the Northwest Quarter of said Section 23, a distance of 110.68 feet;

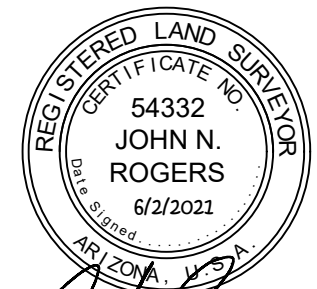
THENCE South 89 deg. 35 min. 08 sec. East, a distance of 83.91 feet;

THENCE South 00 deg. 14 min. 37 sec. West, a distance of 103.49 feet to the North line of a 150 foot Mead-Eastwing Transmission Line Easement recorded in Document No. 1993-0624247, of Maricopa County Records;

THENCE South 70 deg. 32 min. 09 sec. West along said North line, a distance of 20.61 feet;

THENCE North 89 deg. 44 min. 46 sec. West along said North line, a distance of 65.20 feet to the **POINT OF BEGINNING**, containing 9,248 square feet or 0.212 acres of land, more or less.

CONTAINING A NET AREA OF 1,289,854 SQUARE FEET OR 29.611 ACRES OF LAND, MORE OR LESS.

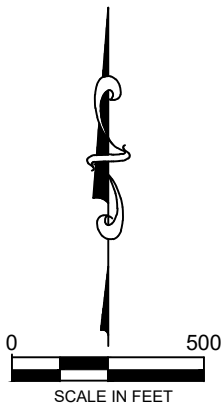


[Handwritten Signature]

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	277.50'	12.75'	2°37'54"	N23°09'57"E	12.75'

NORTH LINE OF THE NW 1/4 OF SEC. 23, T4N, R2W
S 89°40'37" E 2619.97'



BASIS OF BEARINGS

WEST LINE OF THE NW 1/4 OF SEC. 23, T4N, R2W
N 00°36'01" E 2640.07'

N 00°36'01" E 1743.34'

29.611 AC.
1,289,854 SQ. FT.
APN:
503-75-005F
FORESTAR (USA)
REAL ESTATE
GROUP INC.
2021-0052486,
MCR

SEE SHEET 4
"SAVE & EXCEPT"



L10

5

739.47'

N 89°41'04" W 2624.62'

SOUTH LINE OF THE NW 1/4 OF SEC. 23, T4N, R2W

1312.31'

1309.98'

896.72'

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MONUMENT NOTES

- 1 CITY OF SURPRISE BRASS CAP IN CONCRETE, NORTHWEST CORNER OF SECTION 23, T4N, R2W RLS# 19344 DATED 2017
- 2 1 1/4" IRON PIPE WITH 1 3/4" CAP STAMPED "14 23", NORTH QUARTER OF SECTION 23, T4N, R2W
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- 4 FOUND 1/2" REBAR WITH ALUMINUM CAP RLS# 21081, WEST QUARTER OF SECTION 23, T4N, R2W
- 5 FOUND 1/2" REBAR WITH CAP LS 10846

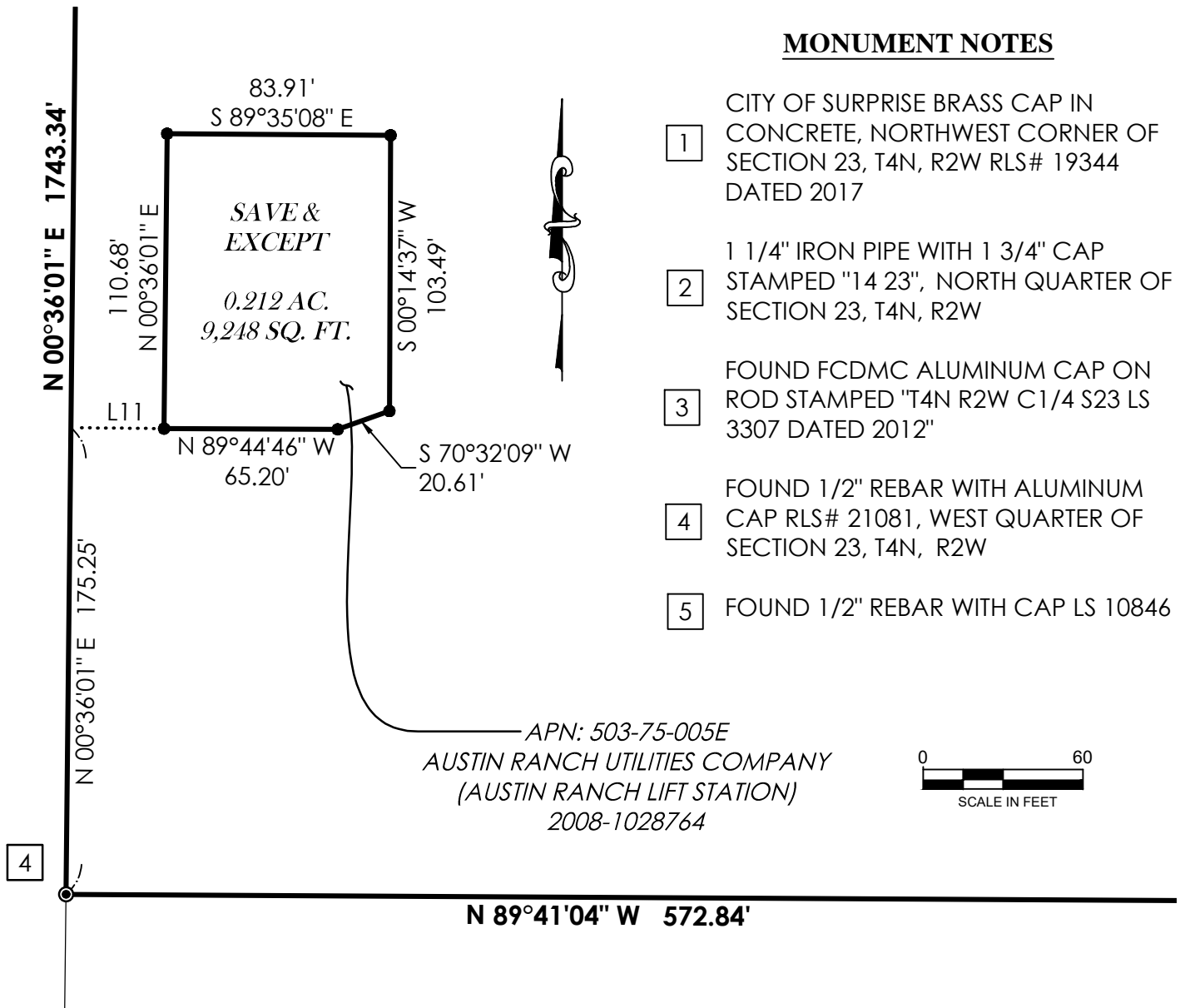


EXHIBIT "A" MAP SHOWING METES & BOUNDS FOR HOMETOWN SUPRISE SITUATED IN A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, T4N, R2W OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GOODWIN AND
MARSHALL INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

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

Scale: 1" = 60'

Date: 6/2/2021

Job No.: 10884A

Drafted: T.A.D.

Checked: J.N.R.

Sheet

4

of

4

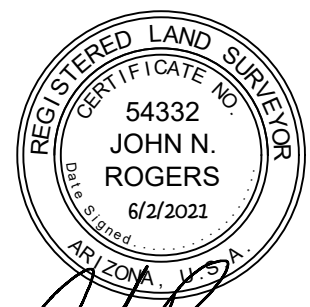


EXHIBIT B

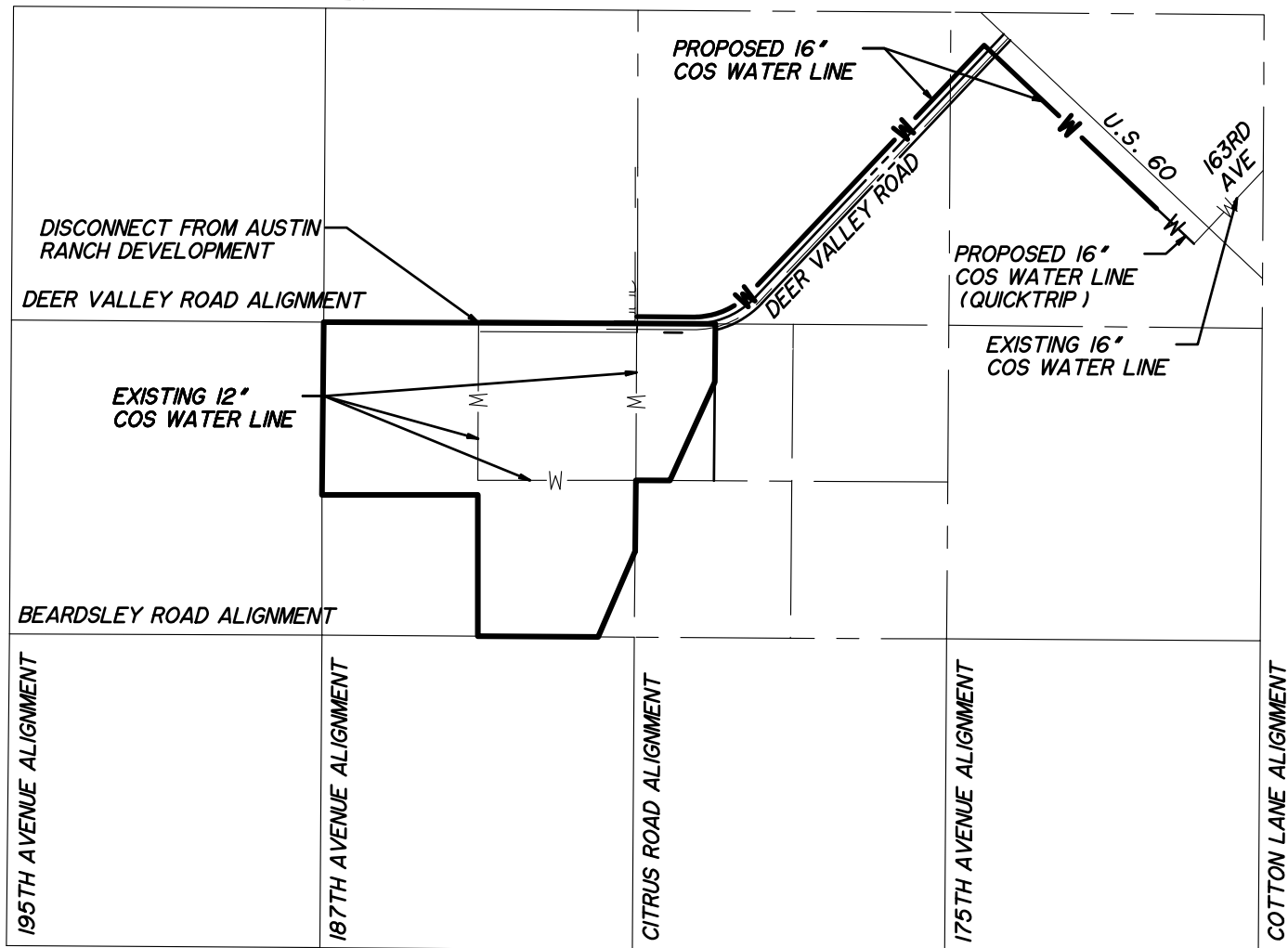
Depiction of the Water Distribution Line

[see following pages]



SCALE: 1" = 3000'

PINNACLE PEAK ROAD ALIGNMENT



UNION HILLS DRIVE ALIGNMENT

**GOODWIN &
MARSHALL**

CIVIL ENGINEERS-PLANNERS-SURVEYORS

2708 S. ALMA SCHOOL ROAD, STE. 2
CHANDLER, AZ 85226
602.216-7295
CONTACT: WARREN C. RUSSELL, P.E.

**EXHIBIT B
DEPICTION OF WATER DISTRIBUTION LINE**

WILLOW TRAILS,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

Scale:	NA
Date:	NOV. 2022
Job No.:	10884A
Drafted:	JEB
Checked:	WCR

W:\10884A - Forestor_Austin Ranch Parcel EVPlans\Willow Trails.pro Dec 2, 2022 3:56:22PM

EXHIBIT C

Depiction of the Benefited Area

[see following page]



SCALE: 1" = 3000'

PINNACLE PEAK ROAD ALIGNMENT

DEER VALLEY ROAD ALIGNMENT

BEARDSLEY ROAD ALIGNMENT

195TH AVENUE ALIGNMENT

187TH AVENUE ALIGNMENT

CITRUS ROAD ALIGNMENT

175TH AVENUE ALIGNMENT

COTTON LANE ALIGNMENT

UNION HILLS DRIVE ALIGNMENT

DEER VALLEY ROAD

U.S. 60

BENEFIT
AREA

**GOODWIN &
MARSHALL**

CIVIL ENGINEERS-PLANNERS-SURVEYORS

2708 S. ALMA SCHOOL ROAD, STE. 2
CHANDLER, AZ 85226
602.216-7295
CONTACT: WARREN C. RUSSELL, P.E.

**EXHIBIT C
BENEFITED AREA**

WILLOW TRAILS,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

Scale:	NA
Date:	NOV. 2022
Job No.:	10884A
Drafted:	JEB
Checked:	WCR

W:\10884A - Forestar_Austin Ranch Parcel E\Plans\Willow Trails.pro Dec 2, 2022 3:58:41PM

EXHIBIT D

Sample Receipt of Payment Form

_____ (“**Applicant**”) has paid Forestar (USA) Real Estate Group Inc. (“Forestar”) in the amount of \$_____, which is Applicant’s Buy-in Fee for its pro-rata share of the Water Distribution Line in accordance with the Willow Trails Water Agreement entered into between Forestar and the City of Surprise (“City”) on the ____ day of _____, 20__.

Forestar hereby acknowledges receipt of the Buy-in Fee.

FORESTAR:

By:
Its:
Date:_____

CITY ACKNOWLEDGMENT:

By:
Its:
Date:_____

EXHIBIT E

Annexed Property Form

_____(“Annexed Party”) hereby elects to annex the following Project into the Willow Trails Water Agreement entered into between Forestar and the City of Surprise (“City”) on the ____ day of _____, 20__ (“Agreement”).

Project Name:

Project Size:

Project Location:

Project Legal Description:

By agreeing to annex the Project into the Agreement, Annexed Party agrees to pay the Buy-in Fee and comply with all applicable terms of the Agreement. Annexed Party understands that payment of the Buy-in Fee entitles the Annexed Party only to use of the Water Distribution Line. However, said payment of the Buy-in Fee is not a commitment by the City for any amount of actual water capacity or water service. Any commitment for capacity and service shall be documented by separate agreement between the Annexed Party and the City.

ANNEXED PARTY:

By:

Its:

Date:_____

FORESTAR:

By:

Its:

Date:_____

CITY ACKNOWLEDGMENT:

By:

Its:

Date:_____



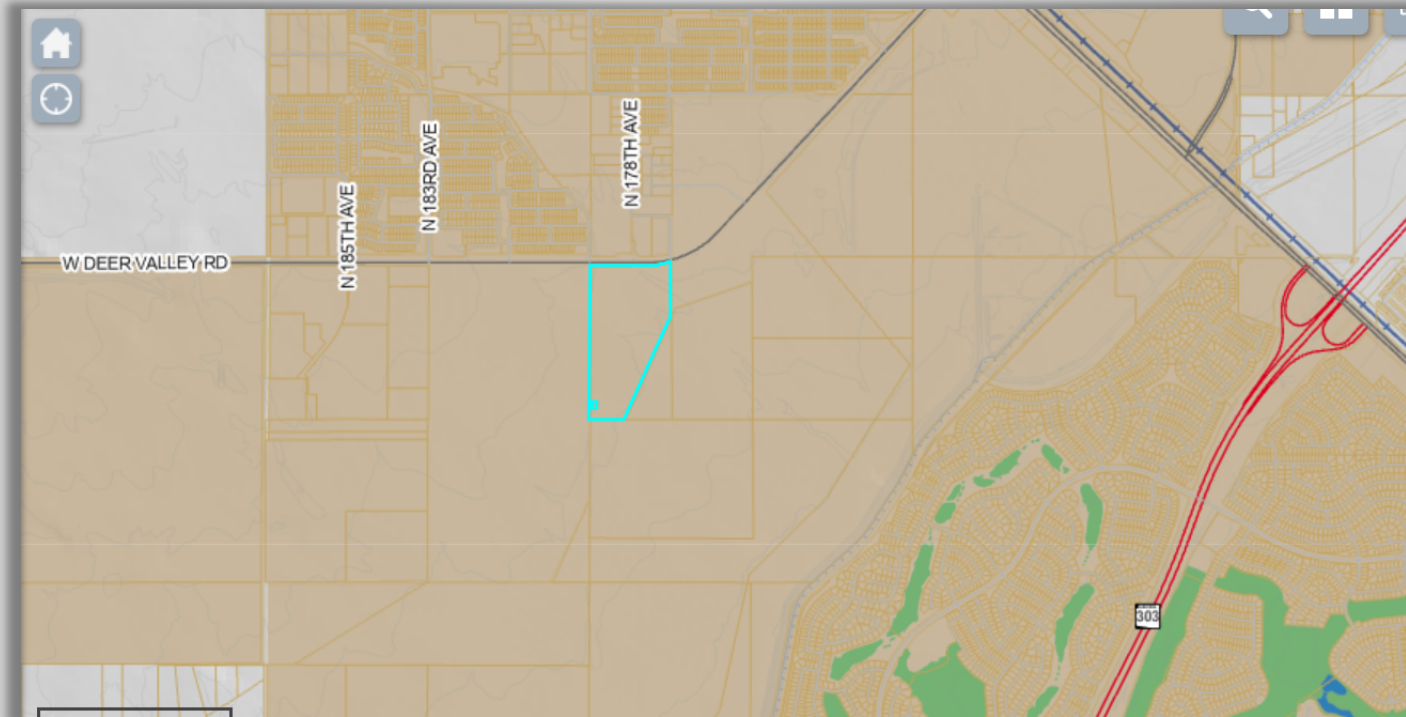
Willow Trails Water Agreement

March 7, 2023
City Council Meeting

Willow Trails - Land Use Plan



Willow Trails - Location

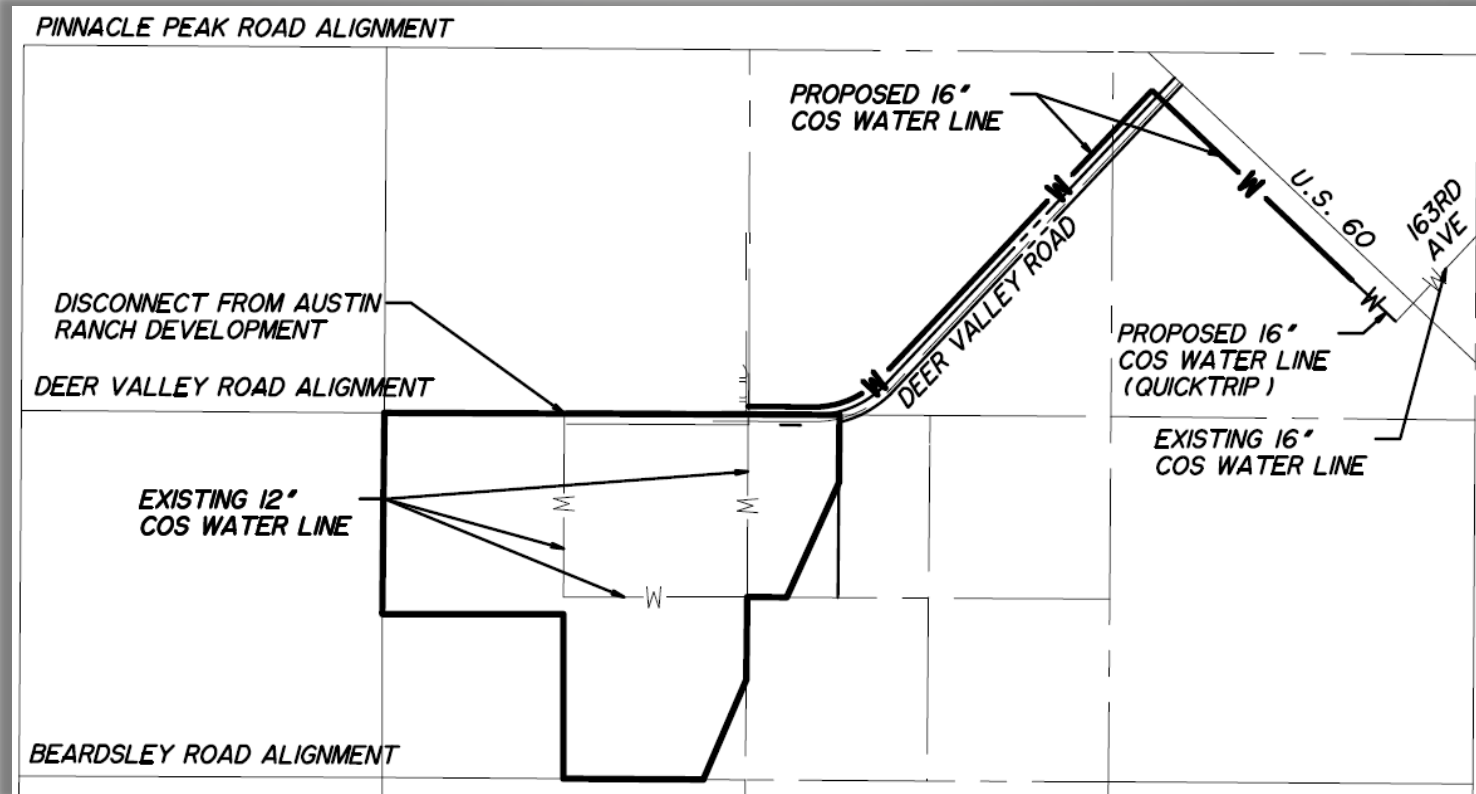




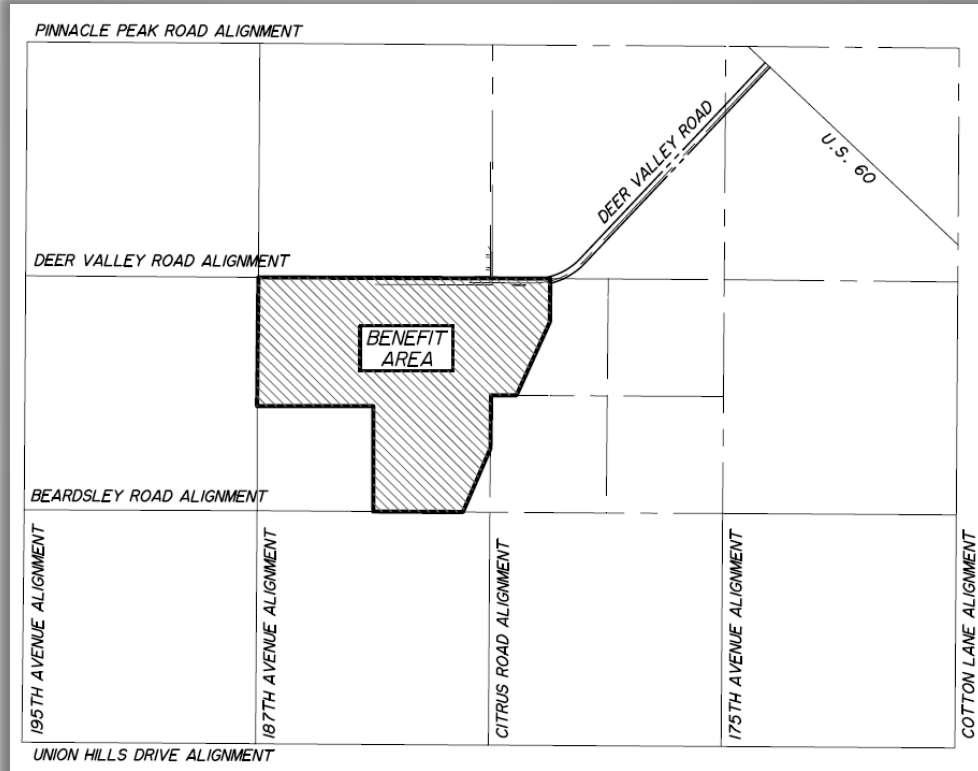
History of the Property

- Project overview:
 - Fka Hometown Surprise
 - ~60.8 acres on the SEC of Deer Valley and Citrus Roads
 - 195 lots
- Preliminary Plat approved by City Council May 2021
- Located in the City's water service area
- There is currently no City-owned infrastructure nearby to provide water service to the Property
- Connection to City's existing service area is required for inclusion in the City's Designation of Assured Water Supply

Proposed Water Line



Benefited Area



Willow Trails Water Agreement

- Owner's obligation
 - Owner shall design, construct and install a 16" Water Distribution Line along Deer Valley Road to extend water service from the SPA 2 region to serve the Property
 - Pay City \$750,000
- City's obligation
 - Notify any party developing property in the Benefited Area of the need to contact the Owner regarding annexation into the Agreement in order to utilize the Water Distribution Line.
 - Require a receipt of payment of the Buy-in Fee by any Annexed Party prior to allowing such Annexed Party to utilize the Water Distribution Line.



**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION # 2023-31

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE WILLOW TRAILS WATER AGREEMENT WITH FORESTAR (USA) REAL ESTATE GROUP, INC.

WHEREAS, pursuant to A.R.S. § 9-240 et seq., the City of Surprise is authorized to enter into the Willow Trails Water Agreement attached hereto as Exhibit A (“Agreement”);

WHEREAS, Forestar (USA) Real Estate Group, Inc., (“Forestar”), owns real property, as defined in Exhibit A to the Agreement (“Property”), within the City’s Special Planning Area (“SPA”) 3, and within the City’s water service area;

WHEREAS, in order to deliver City water to the Property, Forestar will extend a 16-inch (16”) water line from the City’s main line located at 163rd Avenue / Grand Avenue, to the Property (“Water Distribution Line”);

WHEREAS, Forestar shall pay the City a water system fee of \$750,000 to pay for a portion of the City water system improvements needed to provide City water service to the Property;

WHEREAS, although sized appropriately for the Property, the Water Distribution Line may be capable of serving other water users in an area in and around the Property (“Benefitted Area” as defined in Exhibit C to the Agreement);

WHEREAS, although the City shall not be responsible for negotiating or collecting buy-in fees on behalf of Forestar, the City shall direct any party wishing to use the Water Distribution Line to contact Forestar regarding annexation into the Agreement, and will require a receipt issued by Forestar prior to allowing any party to utilize the Water Distribution Line;

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

Section 1. The Willow Trails Water Agreement with Forestar (USA) Real Estate Group, Inc., attached hereto as ***Exhibit A***, is hereby approved.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City and to take all further actions necessary to implement the Agreement.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Willow Trails Water Agreement



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 7, 2023

Contact Person: Michael Boule, ASST
DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource
Management

District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to a Temporary Wastewater Treatment and Interconnection Agreement with EPCOR Water of Arizona Inc., Resolution 2023-08

Motion:

I move to approve Resolution 2023-08.

Background:

EPCOR Water of Arizona Inc. (EPCOR) is the wastewater provider for an industrial facility located at 10501 North Reems Road, Waddell, 85355. While this industrial facility works with EPCOR on the expansion of EPCOR's wastewater treatment facility, the City and EPCOR are pursuing a temporary treatment and interconnection solution. This agreement would allow Surprise to provide temporary wastewater collection and treatment for up to 500,000 gallons per day. This agreement is required because the industrial facility is located outside of the city limits, and outside of the city's sewer service area. As part of this agreement, Surprise would retain all resulting effluent water and revenue. The agreement would allow for this arrangement for up to five years.

Objective Analysis:

The Water Resource Management Department would collect up to \$1,204,500 annually and potentially \$6,022,500 over the life of the agreement. Additionally, the temporary wastewater connection would net the City 2,800 acre feet of effluent water

Policy Compliant:

This item is policy compliant and is consistent with the Water Resource Management Policies.

Financial Impact:

Revenue associated with the agreement would be up to \$1,204,500 annually with no change in wastewater operating costs.

Budget Impact:

Approval of this resolution will increase the Wastewater Operation fund revenue. Revenues associated with this agreement will be incorporated in future year budgets.

FTE Impact:

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

ATTACHMENTS:

1. 2.10.23 EPCOR-Surprise Temp Treatment Svcs Agrmt for Red Bull_cos
 2. Exhibit A -- 20-12-23 - Compliance - with Agreements - 20-0209
 3. Exhibit B -- CoS MAG 208 letter from El Mirage
 4. Exhibits C and D
 5. 23.02.27 Resolution 2023-08_Epcor Agreement
 6. RBB Council Presentation
-

TEMPORARY WASTEWATER TREATMENT AND INTERCONNECTION AGREEMENT

1.0 PARTIES: The Parties to this Temporary Wastewater Treatment and Interconnection Agreement (this "**Agreement**") are the City of Surprise, an Arizona municipal corporation (the "**City**"), and EPCOR Water Arizona Inc., an Arizona corporation ("**EPCOR**") (each a "**Party**" and together the "**Parties**"). The Parties hereby enter into this Agreement effective as of _____, 2022 (the "**Effective Date**").

2.0 RECITALS: The Parties enter into this Agreement with reference to the following facts:

2.1 EPCOR's wastewater operations are governed by numerous federal and state statutes and regulations, and are subject to regulation by numerous federal and state agencies.

2.2 EPCOR is a public service corporation within the meaning of Article 15, Section 2, of the Arizona Constitution and is authorized to provide wastewater service ("**Utility Service**") within portions of Maricopa County, Arizona, in accordance with a Certificate of Convenience and Necessity ("**CC&N**") granted by order of the Arizona Corporation Commission (the "**Commission**").

2.3 As authorized and regulated by the Commission, EPCOR has a public-service obligation to provide safe and affordable Utility Service to the public.

2.4 EPCOR has been receiving and treating industrial wastewater from RRB Operations, Inc. and RAUCH North America, Inc., both of which are Delaware Corporations (hereinafter referred to as "**Red Bull**"). Red Bull operates a beverage manufacturing facility within EPCOR's Luke 303 wastewater service area since 2020. EPCOR has been treating industrial wastewater discharge from Red Bull in accordance with the Wastewater Treatment and Services and Auxiliary Water Agreement dated June 26, 2020 and approved by the Commission in Decision No. 77744 (October 2, 2020) (hereinafter the "**Red Bull Treatment Agreement**" attached hereto as **Exhibit "A"**).

2.5 In the Red Bull Treatment Agreement, EPCOR agreed to receive and treat up to 302,000 gallons per day ("**gpd**") from March 2021 through its duration. It has become clear, however, that Red Bull's discharge has consistently exceeded that amount, requiring additional capacity in EPCOR's existing facilities, including EPCOR's Luke 303 Regional Water Reclamation Facility ("**Luke 303 WRF**") to be utilized and for either such facilities to be expanded in the near term, or for new facilities specifically addressing industrial wastewater treatment, to be necessary.

2.6 Red Bull and EPCOR will be entering into an amendment to the Red Bull Treatment Agreement to address increased wastewater flows from the Red Bull facilities. Even so, there is a need to divert a certain amount of flows from Luke 303 WRF and EPCOR facilities for receipt and treatment pending expanded facilities or new facilities being constructed.

2.7 City is agreeable to receiving and treating up to 500,000 gpd of industrial wastewater discharge from Red Bull ("**Red Bull Industrial Wastewater**") through EPCOR for an initial term of three years, and up to a maximum total time period of no more than five years from the Service Commencement Date (defined below) or the date that expanded or new EPCOR facilities becomes available and EPCOR can receive and treat the entirety of industrial wastewater discharge from Red Bull (the "**Interim Period**").

2.8 The City acknowledges and agrees that the receipt and treatment of Red Bull Industrial Wastewater is temporary and cannot be supplied to the City permanently.

2.9 EPCOR has taken necessary steps to support City's application to obtain (temporary) MAG 208 approval, including obtaining the requisite letters of support, thereby authorizing the City of Surprise to treat wastewater generated within EPCOR's service area. (**Exhibit "B"** attached hereto.)

2.10 The Parties enter into this Agreement to set forth the terms and conditions on which EPCOR will divert and transport the Red Bull Industrial Wastewater, as set forth below.

2.11 The Parties acknowledge and agree that the foregoing Recitals are true and correct and they are incorporated into and made a part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective rights, privileges, and obligations of the Parties set forth below, the Parties agree as follows:

3.0 EFFECTIVE DATE: Subject to the terms of this Agreement, all covenants, conditions, terms, rights, and obligations set forth in this Agreement are enforceable on and after the Effective Date.

4.0 TREATMENT AND TRANSPORTATION:

4.1 EPCOR will, at its sole expense, design, build, finance, own, operate and maintain all infrastructure necessary to connect to City's wastewater system at the Point of Collection (collectively, the "**Interconnection Facilities**") as more particularly described in **Exhibit C** attached hereto and incorporated herein by this reference. At a minimum, the Interconnection Facilities will include a meter, monitoring equipment, a water flow control valve, pumping equipment, and a connecting pipeline. Further, EPCOR will at its sole expense continuously provide all power and electrical utilities to the Interconnection Facilities as may be required during the term. If needed in EPCOR's sole determination, the Interconnection Facilities may also include pressure control valves and/or boosters. EPCOR will specify the size and type of metering device.

4.2 EPCOR will divert the Red Bull Industrial Wastewater from its Luke 303 wastewater system to City at the Point of Collection, where City will then transport such wastewater to SPA 1 Water Reclamation Facility located on 13663 West Cactus Road for treatment ("**City Treatment Facility**"). The initial date of service under this Agreement shall be

the date EPCOR completes construction of the Interconnection Facilities (defined below), secures all of the regulatory approvals, and completes any requisite testing of Interconnection Facilities (the “**Service Commencement Date**”).

4.3 Following the Service Commencement Date, City agrees to receive and treat up to 500,000 gpd of Red Bull Industrial Wastewater from EPCOR on a temporary basis, not to exceed the Initial Term of the agreement as defined in Paragraph 6.1 following the Service Commencement Date at such quality and flows that City is able to accommodate through its wastewater system and at City Treatment Facility. The quality of such flows will not exceed the limitations as set forth in the Industrial Discharge Service Agreement between Red Bull and EPCOR entered into on October 19, 2020, which are reflected in the Discharge Limitations and Monitoring Requirement table that is attached as **Exhibit D** and incorporated as part of this Agreement.

4.4 City and EPCOR will both approve the initial Point of Collection shown on Exhibit A. The Parties may agree to establish one or more additional Points of Collection, or to relocate one or more of the Points of Collection; provided, however, all costs associated with establishing new Points of Collection or relocating any Points of Collection will be paid by EPCOR. City must pre-approve all new and relocated Points of Collection. Any new or relocated Point of Collection must be documented in a writing signed by both Parties before such new or relocated Point of Collection is established. The term "Point of Collection" used herein refers to all Points of Collection collectively.

4.5 City’s obligation to receive and treat Red Bull Industrial Wastewater is conditioned upon those flows conforming to the quality requirements as set forth in the Industrial Discharge Service Agreement between Red Bull and EPCOR entered into on October 19, 2020, which is reflected in Exhibit B.

4.6 City will not receive or treat any Red Bull Industrial Wastewater under this Agreement unless and until the EPCOR provides City with written notice that EPCOR has completed construction of the Interconnection Facilities necessary for City to receive Red Bull Industrial Wastewater flows at the Point of Collection, and that all such water meets the minimum / maximum water quality standards set forth in Exhibit B.

4.7 EPCOR understands that City has no obligation to construct infrastructure or to incur any costs to receive and treat Red Bull Industrial Wastewater at the Point of Collection. If the City Treatment Facility is unable to receive and treat the Red Bull Industrial Wastewater, City may, at its option and sole discretion, use its other facilities to receive and treat the wastewater. Alternatively, if the City is unable or unwilling to receive and treat the Red Bull Industrial Wastewater at any of the City’s facilities, the City may terminate this Agreement upon sixty (60) days written notice to EPCOR, without further obligations, and without incurring claims for damages, liabilities, or penalties from EPCOR against the City.

4.8 EPCOR is solely responsible to and must comply with all terms imposed under any agreements with Red Bull, including ensuring that any necessary industrial pretreatment occurs before any Red Bull Industrial Wastewater is received by City.

4.9 Subject to the Annual Delivery Limit (defined below), City's obligation to receive and treat Red Bull Industrial Wastewater is limited to, and will not exceed, the total amounts as set forth in this Agreement and City will have no such obligation under any circumstances.

4.10 EPCOR will timely perform and fully comply with any reporting procedures and requirements required and provide City with copies of all filed reports.

4.11 City will treat the Red Bull Industrial Wastewater to comply with all applicable State and Federal clean water standards (including without limitation the Federal Clean Water Act and related regulations).

4.12 During the term of this Agreement, City shall own and control all resulting effluent.

4.13 The Parties are each responsible for their own respective wastewater collection infrastructure. Except for payments due under this Agreement, both Parties are also responsible for all operation and maintenance costs for their own wastewater systems. EPCOR is responsible for its own costs to deliver the Red Bull Industrial Wastewater to City at the Point of Collection.

4.14 EPCOR will not provide any Utility Services directly to the City's customers.

5.0 PAYMENT FOR WATER SERVICE: In consideration of City receiving and treating Red Bull Industrial Wastewater, EPCOR will pay City:

5.1 The current volumetric rate for industrial wastewater service of \$6.60 per 1,000 gallons plus the base service charge for an 8-inch service lateral. The City may adjust the treatment fee based on any decision by the City's Council to change rates in accordance with City regulations and ordinances and that includes the City Treatment Facility. Following notice from City of the revised treatment fee, EPCOR will begin to pay the revised treatment fee.

5.2 Each month during the Interim Period following receipt of a written invoice from City, EPCOR will pay City in accordance with rates established under Paragraph 5.1.

5.3 EPCOR will not be required to pay a separate charge, whether one-time or on-going, for constructed capital facilities currently owned by City.

5.4 If applicable, EPCOR will also pay its proportionate share of any applicable privilege, sales, or use tax payable by EPCOR in connection with providing the services under this Agreement and any increases in applicable federal, state, or property taxes. EPCOR will also pay all applicable Commission charges, Arizona Department of Water Resources charges, and franchise fees charged by any state or local authorities payable by EPCOR in connection with providing the services under this Agreement.

6.0 TERM OF AGREEMENT:

6.1 This Agreement's initial term is three (3) years from the Service Commencement Date (the "Initial Term").

6.2 Although under no obligation to do so, the Parties may mutually agree to renew this Agreement, upon mutual agreement no less than 60 days prior to this Agreement's expiration, for up to two (2) additional one (1) year extensions (each the "Renewal Term"), but the total time period that this Agreement is in effect will not exceed five (5) years from the Service Commencement Date.

6.3 If City has discontinued services under this Agreement for a period of 30 consecutive days pursuant to Section 11.3 below, and if EPCOR has not:

- i. cured its monetary breach of any provision of this Agreement within 10 days after its receipt of notice of that breach from City, or
- ii. cured its non-monetary breach of any provision of this Agreement within 30 days after its receipt of notice of that breach from City, or if such breach cannot be cured within 30 days, if EPCOR has not commenced and made material progress to cure such breach within such 30 day period (but in no event may such cure take more than 120 days);

then City may, in addition to its other remedies under this Agreement, at law, or in equity, terminate this Agreement upon 60 days' written notice to EPCOR without further obligations, and without incurring claims for damages, liabilities, or penalties from EPCOR against the City.

6.4 It is the Parties' intent that City will receive and provide wastewater treatment services hereunder to the extent it is able subject to the terms of this Agreement. Notwithstanding the foregoing sentence, City's obligations to EPCOR under this Agreement for receipt and treatment of Red Bull Industrial Wastewater are subordinate to City's paramount duty to serve the wastewater-service needs of its own customers. Accordingly, if City determines at any time in its sole discretion that the wastewater demands of its own customers will within the next twelve (12) months require the entire capacity within the City Treatment Facility (as the same may be expanded from time to time), City may, after providing at least sixty (60) days' notice to EPCOR, reduce or suspend the services it provides to EPCOR under this Agreement. City has not and does not promise or guarantee uninterrupted continuous diverting and treatment services under this Agreement. Notwithstanding anything else contained within this provision, City agrees to work with and remain in communication with EPCOR, in order to best ensure the continuity of wastewater treatment services as set forth in this Agreement, for as long as this Agreement remains in effect.

6.5 In the case of an emergency, as determined by the City, in which the Red Bull Industrial Wastewater threatens to, or does, negatively impact the operation of the City's

wastewater treatment system and/or the health and safety of City employees, residents and/or citizens, the City may immediately cease receiving and treatment of Red Bull Industrial Wastewater. Notwithstanding such an emergency, the City may temporarily curtail, restrict, or suspend its transportation and treatment services under this Agreement for any reason, provided City sends notice of the same to EPCOR as soon as reasonably possible, but in no event less than 30 days written notice. Any such temporary curtailment, restriction, or temporary discontinuance of service will continue only so long as the City deems reasonably necessary. City will with notice of the curtailment, restriction, or suspension notify EPCOR of the particular circumstances and the estimated length of time during which service will be temporarily curtailed, restricted, or suspended, and will make reasonable efforts to resume the receipt and treatment of Red Bull Industrial Wastewater as soon as possible. City has not and does not promise or guarantee uninterrupted continuous diverting and treatment services under this Agreement. City will restore performance of its diverting, treatment and transporting services under this Agreement as soon as practicable as determined by the City.

7.0 DELIVERY:

7.1 EPCOR, at its own cost and expense, shall perform calibration and maintenance of all instrumentation and telemetry equipment at the Point of Collection as set forth in this Section 7.

- i. EPCOR shall test the meter for accuracy at least once each twelve (12) month period using an independent third-party contractor pre-approved by EPCOR, and more often if requested by the City in accordance with subsection 7.1(ii) below, or as deemed necessary by EPCOR in its sole but commercially reasonable discretion to ensure its accuracy. EPCOR shall provide City with five (5) days' notice of its intent to perform the annual test of the meter, and City shall have the right to be present when such testing and calibration is conducted. EPCOR shall conduct the calibration and maintenance in accordance with the notice even if City elects not to attend. In the event the percentage of accuracy of the meter is found to be within the tolerance allowed by technical accuracy specifications of the manufacturer after any test, such meter shall be deemed to have correctly measured the quantity of wastewater taken under this Agreement. If, however, upon any test of the percentage of accuracy tolerance, such tolerance is found to be in excess of the manufacturer specifications, then such meter shall be immediately adjusted to register correctly and accurately, and the amount of wastewater received by City will be corrected in accordance with the percentage of inaccuracies found by such test for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then the correction shall account for a period extending back three (3) months.
- ii. City shall have the right to request EPCOR to test the meter more frequently

than once per year, but no more frequently than once per quarter. EPCOR shall give City forty-eight (48) hours' notice of the time when any such additional testing shall occur. EPCOR may proceed with such additional testing and adjustment, if necessary, in the absence of any representative of City. In the event this additional testing reveals that any meter(s) was inaccurate and outside of the tolerance allowed by technical accuracy specifications of the manufacturer, EPCOR shall be responsible for the all costs associated with the testing. Additionally, EPCOR shall immediately pay to the City any and all identifiable costs resulting from the inaccurate meter(s), including but not limited to any injury or death caused by or associated with excessive contaminants in the wastewater, inaccurate metering, and all additional costs of treatment by the City and/or any damages done to City property including pumps, transmission lines, and the like.

7.2 If the EPCOR's meter fails or stops recording, EPCOR shall prepare, for billing purposes, a reasonable estimate of the Red Bull Industrial Water received by City. EPCOR shall repair or replace the failed or inoperable meter within thirty (30) days of discovery of the meter's failure. Any failure by EPCOR to repair or replace the failed or inoperable meter within such 30-day period will be grounds for City to suspend any receipt and treatment of Red Bull Industrial Wastewater under this Agreement, without any liability or damage claim against City, until EPCOR completes that repair or replacement work.

7.3 EPCOR will make available to the City remote access to all monitoring points in real time. These points will include but not be limited to flow, pH, temperature, and chemical oxygen demand ("COD"). Remote access will allow the City to download data in hourly increments.

7.4 In the event that the amounts and flows exceed allowable and approved limits, EPCOR shall immediately notify the City and shut down the Point of Connection until such time that EPCOR can prove to the City's satisfaction that the amounts and flows are within the allowable and approved limits. In the event EPCOR fails to shut down the Point of Connection and notify the City, the City may immediately turn off the Point of Connection and prohibit any further access to the City's system.

8.0 CITY FACILITIES:

8.1 Before EPCOR connects any of its wastewater system infrastructure to the City's wastewater system at the Point of Collection, EPCOR shall submit to the City of Surprise, City of Glendale, Maricopa Association of Governments, and the Maricopa County Environmental Services Department, for review, inspection, and approval:

- i. all plans and specifications for such interconnections;
- ii. A capacity evaluation of the Surprise Peoria Avenue Sewer interceptor. Surprise will provide EPCOR with any flow monitoring data in their

possession that will assist with this evaluation,

- ii. all proposed flow control and monitoring equipment, and
- iii. all proposed meters, monitoring, and SCADA equipment and systems.

8.2 EPCOR shall install all necessary meters, valves and fittings to ensure that the maximum daily flow will not exceed 500,000 gallons per day

8.3 If the Interconnection Facilities installed under this Agreement later become undersized, inoperative, or inaccurate based on applicable wastewater engineering standards, then EPCOR must replace them, at EPCOR's own cost and expense no later than 30 days, as City requires in its sole but commercially reasonable discretion.

9.0 WASTEWATER QUANTITIES:

9.1 City's obligation to receive and treat Red Bull Industrial Wastewater under this Agreement is, limited to an amount not to exceed 500,000 gpd of industrial wastewater discharge from Red Bull.

9.2 Only upon addendum to this Agreement and the mutual written agreement of the Parties' in advance through their respective representatives as listed in Paragraph 15 of this Agreement, City will receive and treat an amount of the Red Bull Industrial Wastewater from EPCOR in excess of 500,000 gallons per day. Such agreement will only be for a particular time period as agreed to by City and no circumstances will such agreement constitute permission by EPCOR to discharge more than what is set forth in Paragraph 9.1 for any time period outside of what City agreed to in writing. Any such agreement will set forth the particular time period where EPCOR may discharge more than what is set forth in Paragraph 9.1.

10.0 SUBMISSIONS:

10.1 EPCOR will provide City with a copy of all calibration and maintenance contracts and all calibration and maintenance reports within 30 days of any calibration or maintenance being performed pursuant to Sections 7.1(i) and 7.1(ii).

10.2 On or before August 1 of each year, EPCOR will notify City of the estimated monthly amounts of Red Bull Industrial Wastewater that EPCOR anticipates diverting to City to receive and treat in the following calendar year. The Parties will meet and confer no later than August 31 of each year to determine the amounts and schedule for EPCOR to divert to City for treatment of Red Bull Industrial Wastewater based upon, among other things, the anticipated need from Red Bull for treatment of industrial wastewater over and above EPCOR's current capabilities at Luke 303 WRF pending completion of any expansion at Luke 303 WRF or design and construction of a new industrial wastewater treatment facility, the Annual Delivery Limit, the City's own wastewater treatment needs, and City's desired schedule for receipt and treatment.

11.0 PAYMENT OF BILLS:

11.1 On the first business day of each month, EPCOR will read the meter located at the Point of Collection and notify City on or before the 5th calendar day of each month of the results of that meter read by email. Using EPCOR's meter reads, the City will invoice EPCOR for wastewater services each month. EPCOR shall pay its monthly bill within 30 days of the invoice's date of mailing. If EPCOR does not pay its monthly bill within 30 days of the invoice's mailing date, the bill will be delinquent and a late fee will be added to the amount due in the amount of \$500. Any amount that is not timely paid shall also accrue simple interest at the rate of one and one half percent (1.5%) per month from the date the amount first came due until paid. In addition, EPCOR shall upon demand reimburse City for any tax related interest, fines, and penalties assessed against City and other costs and expenses incurred by City as a consequence of any late payment by EPCOR under this Agreement.

11.2 If EPCOR disputes any portion of its bill, it shall pay the disputed amount under protest when due, and include with its payment the protest's basis in writing. If City finds the protest valid, then City will refund to the EPCOR the overpayment.

11.3 City, in its sole discretion, may suspend all services under this Agreement, without any liability or damage claim by EPCOR, if EPCOR fails to pay any delinquent bill, together with the late fee and accrued interest, within ten (10) days of receiving written notice of the delinquency. City may continue to suspend such services to EPCOR for as long as the delinquent bill (plus late fees and interest) remains unpaid. City reserves the right to pursue all legal and equitable remedies available by law to collect on delinquent amounts.

12.0 VALVE-OFF OR SEVER:

12.1 Upon termination or expiration of this Agreement, EPCOR will immediately valve off all Points of Collections and Delivery, not including any connection through which wastewater services may be provided under the terms of any applicable emergency connections agreement or any other similar agreement the Parties may be parties to at that time. Pursuant to Section 12.2, EPCOR, at its own cost and expense, will sever all Points of Delivery, not including any connection through which wastewater services may be provided under the terms of any applicable emergency connections agreement or any other similar agreement the Parties may be parties to at that time.

12.2 Within 90 days of termination or expiration of this Agreement, EPCOR will prepare plans and specifications to sever all Points of Collections and Delivery and provide them to City for review and comment and approval. EPCOR will not perform any work to sever any Point of Collection or Delivery from City's systems system until City approves such plans and specifications, which must include a right for City to inspect and approve the work. In addition to following approved plans and specifications, EPCOR will perform all work on City's wastewater system in a good, satisfactory and workmanlike manner. If EPCOR fails to sever any Points of Collection or Delivery within 90 days of City's approval of EPCOR's plans and specifications, City may do so on EPCOR's behalf and at EPCOR's expense, and EPCOR shall reimburse City for the expense thereof plus pay a ten percent (10%) surcharge to City immediately upon receipt of a

written demand therefor.

13.0 INDEMNITY: To the fullest extent permitted by law, EPCOR shall indemnify, defend and hold harmless City and its council members, managers, officers, boards, commissions, officials, employees, or agents (collectively “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, 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 Party may become subject, under any theory of liability whatsoever, including negligence (the “Claims”), but only insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by, or in connection with any actions performed in accordance with this Agreement, or the acts or omissions of any Indemnified Party acting pursuant to or in furtherance of this Agreement. EPCOR shall further indemnify, defend and hold harmless any Indemnified Party for, from and against any and all losses, claims, damages, liabilities, 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 Party may become subject, under any Claims, but only insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent or willful acts or omissions of EPCOR, its board, officers, employees, members, agents, or any tier of subcontractor in the performance of or in any way related to, this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of EPCOR to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. EPCOR will have no duty to indemnify, defend, save, and hold harmless City from and against any and all Claims to the extent that such Claims arise from City's own sole gross negligence or willful misconduct. EPCOR is responsible for primary-loss-investigation, defense, and judgment costs where this indemnification applies. In consideration of the award of this Agreement, EPCOR agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by EPCOR for the City. The obligations of EPCOR under this provision survive the termination or expiration of this Agreement.

14.0 LIMITATION OF LIABILITY: With respect to all claims, actions, liabilities, obligations, suits, damages, penalties, costs, expenses, and causes of actions (“Claim”) related to, arising out of, or caused by or in connection with this Agreement, 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 amount paid to the City by EPCOR under this Agreement, as determined at the time the Claim is brought. EPCOR 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 and/or any breach hereof. EPCOR may seek any equitable remedy, including injunction or specific performance, or any direct damages capped at the total amount paid to the City by EPCOR under this Agreement, as determined at the time the Claim is brought. This Section does not waive or affect either Party’s remedies in cases of fraud or intentional torts.

15.0 TERMINATION:

15.1 Sixty (60) Days' Notice. This Agreement may be terminated by the City upon thirty (30) days written notice to EPCOR. Upon City's termination, neither Party shall have any further obligation to the other Party under this Agreement.

15.2 Conflict of Interest. This Agreement is subject to the provisions of Ariz. Rev. Stat. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement subject.

16.0 NONAPPROPRIATION: EPCOR understands that the continuation of this Agreement is subject to the budget of the City providing for the contract item as an expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.

17.0 INSURANCE: EPCOR shall at all times, throughout the term of this Agreement, maintain insurance 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. EPCOR shall ensure that all insurance policies in effect for the Point of Connection and Interconnection Facilities name the "City of Surprise" and its officers, officials, employees, agents, and volunteers as additional insureds, including, but not limited to, EPCOR's activities and liability arising out of the activities performed by or on behalf of EPCOR involving automobiles owned, leased, hired, or borrowed by EPCOR. EPCOR shall provide certificates of insurance evidencing coverage acceptable to the City at least sixty (60) calendar days before the commencement of any connection, work, 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 EPCOR, and with respect to liability arising out of the activities performed by or on behalf of EPCOR, including, without limitation, activities involving automobiles owned, leased, hired, or borrowed by EPCOR.

17.1 Policy Requirements:

17.1.1 EPCOR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

17.1.2 Coverage provided by EPCOR may not be limited to the liability assumed under the indemnification provisions of this Agreement.

17.1.3 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.

17.1.4 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;

17.1.5 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.

17.1.6 EPCOR shall provide the City with all endorsements and riders on required insurance in order to verify compliance with section 17.0 of this agreement. 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 thirty (30) calendar days before the commencement of any connection, delivery, treatment, 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 may result in termination of this Agreement and/or prohibition/cancellation of EPCOR's Point of Connection.

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

17.1.7 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 EPCOR 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.

17.1.8 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. EPCOR 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.

17.2 Minimum Insurance Limits. EPCOR shall provide coverage with limits of liability not less than the following. 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 EPCOR from liabilities that might arise out of this Agreement, including use of the Point of Connection under this Agreement by EPCOR or its agents, representatives, employees, contractors, subcontractors, Attendees, or volunteers, and EPCOR is free to purchase additional insurance.

17.2.1 Commercial General Liability – Occurrence Form. The policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

17.2.1.1	General Aggregate	\$4,000,000
17.2.1.2	Each Occurrence	\$2,000,000
17.2.1.3	Products – Completed Operations Aggregate	\$1,000,000
17.2.1.4	Personal and Advertising Injury	\$1,000,000
17.2.1.5	Blanket Contractual Liability – Written and Oral	\$1,000,000
17.2.1.6	Fire Legal Liability	\$ 50,000

17.2.2 Worker’s Compensation and Statutory Employers’ Liability. The policy shall include worker’s compensation coverage at state statutory minimums.

17.2.3 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.

17.2.3.1	Combined Single Limit (CSL)	\$1,000,000
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17.2.4 Environmental (Pollution) Liability. The policy shall include environmental (pollution) liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 policy aggregate.

17.3 Subcontractor/Sublicensee. If EPCOR hires, retains, or otherwise uses a subcontractor in any way to carry out EPCOR’s duties and obligations, EPCOR shall require all such subcontractors to maintain and carry insurance at all times during this Agreement in the same amounts and subject to the same requirements as set forth herein, except 17.2.4, environmental liability insurance. EPCOR shall also execute a written agreement with each subcontractor containing the same indemnification clause as set forth herein, requiring each subcontractor to indemnify, defend, and hold harmless the City. 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 EPCOR related to that Subcontractor's work, performance, or exercise of this Agreement. Each subcontractor shall provide the City with all Endorsements and riders as required of EPCOR and as set forth herein.

17.4 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 EPCOR. The City reserves the right to modify these insurance requirements at any time in writing with approval of the City's Risk Manager.

18.0 DISPUTES; ACTION PENDING RESOLUTION OF DISPUTES: Pending the resolution of any dispute, the Parties will continue to perform their respective obligations under this Agreement, including making payments, in a manner consistent with this Agreement. Amounts paid, or water delivered, during the pendency of a dispute are subject to refund and adjustment upon final resolution of that dispute. The Parties will attempt to settle all disputes between them regarding or arising out of this Agreement by good faith negotiation, and failing such negotiation, the Parties will, before resorting to litigation or arbitration, first try in good faith to settle such disputes by non-binding mediation administered by a mutually agreeable mediator located in Maricopa County, Arizona. In the event the Parties cannot mutually agree on a mediator, the Parties shall seek the assistance of the American Arbitration Association ("AAA") under the AAA's Construction Industry Arbitration Rules and Mediation Procedures or Commercial Arbitration Rules and Mediation Procedures, as appropriate.

19.0 NOTICES: The Parties must prepare all notices, claims, requests, and demands in writing and serve them on the other Party:

- a. in person;
- b. by a reputable national delivery service (such as Fed EX);
- c. by certified, postage-prepaid United States Mail; or
- d. by electronic means, with receipt confirmed, in each case addressed as follows:

If to the City:

City of Surprise
Attn: Michael Boule
Water Resources Department
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Or

Email: Michael.Boule@surpriseaz.gov

If to EPCOR:

EPCOR Water Arizona, Inc.
2355 W. Pinnacle Peak Road, Suite 300
Phoenix, Arizona 85027
Attn: VP-Operations

Or

Email: jstuck@epcor.com

With a Copy to:

Surprise City Attorney's Office
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Facsimile: 623-222-1101

Either Party may change the address to which notices are to be sent to it by giving written notice of such change of address in the manner provided in this Paragraph 15 for giving notice. Any notice given personally will be deemed given on the date delivered; any notice delivered by certified mail or national delivery service will be deemed given on the date it is actually delivered or, if delivery is refused, tendered by the carrier for delivery.

20.0 ENTIRE AGREEMENT; SUCCESSOR AND ASSIGNS: This Agreement represents the complete understanding between the Parties regarding the subject matter herein, and cancels and supersedes all previous arrangements, understandings or agreements, with respect to the matters covered in this Agreement. This Agreement states the entire obligation of EPCOR and the City in connection with the services described herein. There are no understandings, agreements, representations, or warranties, expressed or implied (including warranties regarding merchantability or fitness for a particular purpose), not specified in this Agreement concerning the services by EPCOR to the City. This Agreement will be binding upon, and will inure to the benefit of, the respective successors and assigns of each Party. Neither Party hereto shall assign its interests hereunder without first obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided however, that after notifying the City or EPCOR of its intent to do so, EPCOR may assign its interests under this Agreement to any of its affiliated companies without obtaining the consent of the City so long as the assignee assumes the obligations of EPCOR and can perform the obligations under this Agreement.

21.0 MODIFICATION: No supplement, waiver, modification, or amendment of this Agreement is effective unless in writing and signed by EPCOR and the City.

22.0 NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement gives any rights or benefits to anyone but EPCOR and the City. All duties and responsibilities undertaken under this Agreement are for the exclusive benefit of EPCOR and the City. This Agreement does not create a contractual relationship with Red Bull and/or any third-party or otherwise establish any third-party beneficiaries, including Red Bull and its parent company(ies) and/or any subsidiary company(ies). No third-party may enforce the terms and conditions of this Agreement.

23.0 NON-SEVERABILITY: If any provision or application of this Agreement is invalid,

illegal, or unenforceable, then the Agreement's remainder remains unaffected and enforceable to the fullest extent permitted by law.

24.0 WAIVER: The failure of either Party to insist on strict observation or performance of any provision of this Agreement or to exercise any right or remedy will not be construed as a waiver of such provision, right or remedy, and any express waiver will apply only to the particular instance for which it is granted. Either Party may waive any provision of this Agreement intended for its benefit, provided, however, such waiver must be in writing and such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement. No failure or delay on the part of a Party in exercising any right, remedy, power, or privilege hereunder and no course of dealing between the Parties shall operate as a waiver or abandonment thereof.

25.0 CHOICE OF LAW; REMEDIES: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to its conflicts of law provisions. Subject to the terms of this Agreement, in the event of any breach of this Agreement, the Parties may seek all available remedies at law or in equity. In addition to other remedies that may be available at law or in equity, either Party to this Agreement may seek injunctive or declaratory relief for a breach of this Agreement by the other Party, without the need to post a bond and without proof of actual damages. EPCOR will be liable to the City for any incidental, consequential, special, punitive, or other indirect damages, regardless of whether such damages arise under breach of contract, tort, strict liability, or other theory of law. City will not be liable to EPCOR for any incidental, consequential, special, punitive, or other indirect damages, regardless of whether such damages arise under breach of contract, tort, strict liability, or other theory of law.

26.0 NO AGENCY: Nothing in this Agreement or in the activities contemplated by the Parties hereunder will be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties. Each Party will be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other Party. Neither Party will represent to any person or permit any person to act upon the belief that it has any such authority from the other Party.

27.0 FORCE MAJEURE: Neither Party shall be liable to the other Party nor to any other person, firm or corporation whatsoever, for any interruption or failure to accept, divert, treat, or deliver Red Bull Industrial Wastewater in accordance with this Agreement, or for any loss, injury, or damage that occurs as a result of the interruption or failure, either directly or indirectly, when the interruption or failure is caused by or results from an uncontrollable force or circumstance outside of the control of EPCOR including the following:

- a. Fire, lighting, flood, windstorm, extreme weather event, act of God, invasion, war, criminal acts, terrorist attack, pandemic or force majeure.
- b. Compliance with any orders, rules, or regulations, whether valid or invalid, of any governmental authority or agency.
- c. Strikes, lockouts, or labor disputes.

d. Breakdown, repair, or replacement of any machinery, equipment, transmission line, pipeline, or other facility not caused by EPCOR or a result of EPCOR's negligence.

e. Shortage of any water, supplies, material, or labor, or where such interruption or failure is due to any cause not reasonably preventable by EPCOR or not reasonably within EPCOR's control.

28.0 COOPERATION; FURTHER ASSURANCES: The Parties will, to the extent reasonable and practicable, cooperate with each other in connection with the performance of the terms of this Agreement. Each Party hereby further agrees it will, from time to time and at such time as may be required, take such further actions and execute such further documents as may be reasonably required and necessary to effectuate the provisions of this Agreement.

29.0 REPRESENTATIONS: The Parties hereby represent and warrant to each other that the execution and delivery of this Agreement has been duly authorized, that no consent of any third parties is required, that there are no legal actions, suits, mediations, arbitrations, or other legal or administrative proceedings pending or, to Parties' knowledge, threatened against or involving the Red Bull Industrial Wastewater or the Red Bull Industrial Wastewater, and that this Agreement constitutes a valid and binding obligation of each Party enforceable against each Party in accordance with its terms.

30.0 TIME OF ESSENCE: Time is of the essence of this Agreement.

31.0 COUNTERPARTS, EXECUTION: This Agreement may be executed in multiple counterparts, and each such counterpart will constitute an original of this Agreement. An electronic transmission of the signature page(s) of this Agreement constitutes an original copy of the counterpart signature page(s), and binds the person(s) signing the counterpart and sending it by electronic transmission.

32.0 HEADINGS. The headings of this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Central Arizona Project Water Treatment and Interconnection Agreement to be executed by their duly authorized officers and agents as of the Effective Date noted above.

CITY OF SURPRISE, ARIZONA
an Arizona municipal corporation

By: _____

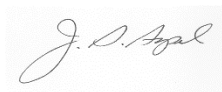
ATTEST:

By: _____

APPROVED AS TO FORM:

EPCOR WATER ARIZONA INC.,
an Arizona corporation

By:



Name: Joe Gysel

Title: President

EXHIBIT A

REDBULL TREATMENT AGREEMENT

EXHIBIT B

**LETTERS IN SUPPORT OF CITY'S MAG 208 APPLICATION FOR APPROVAL TO
TEMPORARILY TREAT REDBULL INDUSTRIAL WASTEWATER**

EXHIBIT C

LOCATION AND DEPICTION OF POINT OF COLLECTION

The Point of Collection will be located near the [LOCATION] at the location depicted below:

[to come]

EXHIBIT D

DISCHARGE LIMITATIONS AND MONITORING REQUIREMENT TABLE

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

ROBERT "BOB" BURNS, Chairman
BOYD DUNN
SANDRA KENNEDY
JUSTIN OLSON
LEA MÁRQUEZ PETERSON

IN THE MATTER OF THE APPLICATION
OF EPCOR WATER ARIZONA INC. FOR
APPROVAL OF SEPARATE WASTEWATER
TREATMENT AND SERVICES CONTRACTS
WITH RRB BEVERAGE OPERATIONS INC.,
RAUCH NORTH AMERICA INC. AND BALL
METAL BEVERAGE CONTAINER
CORPORATION.

DOCKET NO. WS-01303A-20-0209

**NOTICE OF FILING AGREEMENTS
PERTAINING TO WASTEWATER
CAPACITY AND APPROVED
AQUIFER PROTECTION PERMIT
(APP) BETWEEN EPCOR AND
RRB/RAUCH AND EPCOR AND
BALL**

Pursuant to Decision No. 77744 dated October 2, 2020, it was ordered that EPCOR Water Arizona Inc. ("EPCOR" or "Company") file as a compliance item the revised approved Aquifer Protection Permit by December 31, 2020.

It was also ordered that EPCOR file with the Commission the separate Agreements between the Company and RRB Beverage Operations Inc. / Rauch North America Inc., and the Company and Ball Metal Beverage Container Corporation.

The Company hereby files the requested documents.

RESPECTFULLY SUBMITTED on December 23, 2020.



Kurt Reichenbaugh
Rate Analyst
EPCOR Water Arizona Inc.
2355 W. Pinnacle Peak Rd, Suite 300
Phoenix, AZ 85027

Original Copy **E-Filed**
on December 23, 2020 with:

Docket Control
Arizona Corporation Commission

1 1200 West Washington Street
2 Phoenix, Arizona 85007
3
4
5
6
7

8 Copy **emailed**
9 on December 23, 2020 to:

10
11 Mary Mee
12 Compliance and Enforcement Manager
13 Utilities Division
14 1200 West Washington Street
15 Phoenix, AZ 85007
16
17
18

1 Staff concludes that the wastewater system, once fully expanded,
2 will have the necessary capacity to serve the full-build out of its
CC&N customer base.

3 Staff concludes that the Utility has sufficient production and storage
4 capacity to serve the property with auxiliary and non-auxiliary
5 water.

6 According to an ADEQ compliance report dated February 25, 2020,
EPCOR's Luke 303 Water Reclamation Facility is in compliance.

7 Staff recommends that EPCOR file the separate agreements
8 pertaining to the wastewater capacity availability as a compliance
9 item in this docket by December 31, 2020. Staff recommends that
10 EPCOR follow the process outlined in A.A.C. R14-2-402(E) in
order to provide water service to the property(s).

11 Staff recommends that EPCOR docket the revised approved APP as
12 a compliance item by December 31, 2020.

13 18. Staff recommends approval of the separate Agreements between EPCOR and
14 RRB/RAUCH, and EPCOR and Ball. In addition, Staff recommends that the Commission specify
15 in its Order that approval of the Agreements at this time does not guarantee any future ratemaking
16 treatment of the Agreements.

17 CONCLUSIONS OF LAW

18 1. EPCOR Water Arizona, Inc. is a public service corporation within the meaning of
19 Article XV of the Arizona Constitution and A.R.S. §§40-281 and 40-282.

20 2. The Commission has jurisdiction over EPCOR Water Arizona Inc. and the subject
21 matter of this Application.

22 3. The Commission, having reviewed the Application and Staff's Memorandum dated
23 September 14, 2020, concludes that it is in the public interest to approve the separate Agreements
24 between EPCOR Water Arizona Inc. and RRB Beverage Operations Inc. / Rauch North America
25 Inc., and EPCOR Water Arizona Inc. and Ball Metal Beverage Container Corporation.

26 ORDER

27 IT IS THEREFORE ORDERED that the separate Agreements between EPCOR Water
28 Arizona Inc. and RRB Beverage Operations Inc. / Rauch North America Inc., and EPCOR Water

Exhibit A

APP No. P-511700

STATE OF ARIZONA
AQUIFER PROTECTION PERMIT NO. P-511700
PLACE ID 148049, LTF 79624
SIGNIFICANT AMENDMENT

1.0 AUTHORIZATION

In compliance with the provisions of Arizona Revised Statutes (A.R.S.) Title 49, Chapter 2, Articles 1, 2, and 3, Arizona Administrative Code (A.A.C.) Title 18, Chapter 9, Articles 1 and 2, A.A.C. Title 18, Chapter 11, Article 4 and amendments thereto, and the conditions set forth in this permit, the Arizona Department of Environmental Quality (ADEQ) hereby authorizes EPCOR USA, Inc. to operate the Luke 303 Water Reclamation Facility which is located immediately south of Luke Air Force Base, ¼ mile north of Camelback Road and ¼ mile east of Alsup Avenue, in Litchfield Park, Arizona, in Maricopa County, over groundwater of the Phoenix Active Management Area, in Township 2N, Range 1W, Section 18, of the Gila and Salt River Baseline and Meridian.

This permit becomes effective on the date of the Water Quality Division Director's signature and shall be valid for the life of the facility (operational, closure, and post-closure periods) unless suspended or revoked pursuant to A.A.C. R18-9-A213. The permittee shall construct, operate and maintain the permitted facilities:

1. Following all the conditions of this permit including the design and operational information documented or referenced below, and
2. Such that Aquifer Water Quality Standards (AWQS) are not violated at the applicable point(s) of compliance (POC) set forth below or if an AWQS for a pollutant has been exceeded in an aquifer at the time of permit issuance, that no additional degradation of the aquifer relative to that pollutant and as determined at the applicable POC occurs as a result of the discharge from the facility.

1.1. PERMITTEE INFORMATION

Facility Name: Luke 303 Water Reclamation Facility
Facility Address: 5239 North Alsup Avenue
 Litchfield Park, Arizona 85340
County: Maricopa

Permitted Flow Rate: Phase A – 180,000 gallons per day
 Phase 2 – 310,000 gallons per day

Permittee: EPCOR USA, Inc.
Permittee Address: 2355 W. Pinnacle Peak Road, Suite 300
 Phoenix, Arizona 85027

Facility Contact: Director of Environmental Compliance
Emergency Phone No.: (623) 445-2406

Latitude/Longitude: 33° 30' 54.37" N/ 112° 23' 57.48" W
Legal Description: Township 2N, Range 1W, Section 18, Gila and Salt River Baseline and Meridian

1.2. AUTHORIZING SIGNATURE



Randall Matas, Deputy Director
 Water Quality Division
 Arizona Department of Environmental Quality

Signed this 21st day of December, 2020

THIS AMENDED PERMIT SUPERCEDES ALL PREVIOUS PERMITS

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2.0 SPECIFIC CONDITIONS

[A.R.S. §§ 49-203(4), 49-241(A)]

2.1. FACILITY / SITE DESCRIPTION

[A.R.S. § 49-243(K)(8)]

EPCOR Water Arizona Inc. is authorized to operate Luke 303 Water Reclamation Facility (WRF) with a maximum monthly average flow of 0.49 million gallons per day (mgd), upon completion of construction of two phases. The existing phase in operation is Phase A WRF which is rated at 0.18 mgd. The facility is changing the design flow and treatment design of previously approved Phase 1 and will not be constructing Phase 1 as described in the previous permit. The facility will be adding a new treatment train with a maximum monthly average flow of 0.31 mgd which is hereby referred as Phase 2 in this permit.

The facility will utilize the existing influent pump station and headwork of Phase A which has adequate capacity to handle the design flow of 0.49 mgd. The wastewater will flow to a influent pump station and headworks with a mechanical bar screen and a manual bar rack and then flow will be diverted to Phase A and Phase 2 treatment trains. The facility will be providing nutrient feed to add urea and phosphorus at the influent pump station.

Phase A WRF: The Phase A WRF is designed with a capacity to treat up to 0.18 mgd. The wastewater from a common headworks will be diverted to Phase A. Phase A treatment system includes a bioreactor with anoxic zone and aeration zones, two square clarifiers, two cloth media disc filters, chlorine contact basin, and sludge dewatering roll-offs. The facility will utilize a spray aeration system for total trihalomethane (TTHM) reduction at the chlorine contact basin.

Phase 2 WRF: The Phase 2 WRF will have a capacity to treat up to 0.31 mgd. For Phase 2, the existing fire water storage tank will be converted to an equalization tank. The wastewater from a common headworks will be diverted to Phase 2. The Phase 2 treatment system will consist of an equalization tank, a Moving Bed Bio Reactor (MBBR) packaged treatment plant consisting of an anoxic tank, two bioreactors filled with high density polyethylene media, two circular clarifiers, a cloth media disk filter, UV disinfection unit and a sludge holding tank.

The WRF is rated as producing Class A+ reclaimed water according to A.A.C. R18-11, Article 3 from both treatment trains. The effluent will be disposed through recharge or will be reused for beneficial purposes. The effluent from Phase A can be discharged to either recharge basins #1, #2A, #2B or to new recharge basins #3N and #3S. The effluent from Phase 2 will be discharged through only two new recharge basins #3N and #3S. Under this amendment, ADEQ approved one existing drain hole in recharge basin #1 and construction of ten drain holes within recharge basins #3N and #3S to enhance the recharge rates. All the sludge, including screenings, grit, and scum, will be hauled offsite for management or disposal in accordance with State and Federal regulations.

The depth to groundwater is approximately 225-240 feet below ground surface and the groundwater flow direction appears to be approximately northwest.

All industrial hookups and other non-residential hookups to the treatment system shall be authorized according to the applicable federal, state or local regulations.

The site includes the following permitted discharging facilities:

Table 1: DISCHARGING FACILITIES		
Facility	Latitude	Longitude
Luke 303 WRF	33° 30' 54.37" N	112° 23' 57.48" W
Recharge Facility 1	33° 30' 50" N	112° 23' 34" W
Recharge Facility 2A	33° 30' 49" N	112° 23' 35" W
Recharge Facility 2B	33° 30' 49" N	112° 23' 34" W
Recharge Basin 3N	33° 30' 46.35" N	112° 23' 35.3" W
Recharge Basin 3S	33° 30' 44.20" N	112° 23' 35.3" W

2.1.1. Annual Registration Fee

[A.R.S. § 49-242 and A.A.C. R18-14-104]

The annual registration fee for this permit is payable to ADEQ each year. The annual registration fee flow rate is established by the permitted flow rate identified in Section 1.1. If the facility is not constructed or is incapable of discharge, the permittee may be eligible for reduced fees pursuant to A.A.C. R18-14-104(A), Table 2. Send all correspondence requesting reduced fees to the Groundwater Protection Value Stream. Please reference the permit number, LTF number, and the reason for requesting reduced fees under this rule.

2.1.2. Financial Capability

[A.R.S. § 49-243(N) and A.A.C. R18-9-A203]

The permittee has demonstrated financial capability under A.R.S. § 49-243(N) and A.A.C. R18-9-A203. The estimated dollar amount for facility closure is \$649,077. The financial capability was demonstrated through performance surety bond per A.A.C. R18-9-A203(C)(2).

2.2. BEST AVAILABLE DEMONSTRATED CONTROL TECHNOLOGY (BADCT)

[A.R.S. § 49-243(B) and A.A.C. R18-9-A202(A)(5)]

The treatment facility shall be designed, constructed, operated, and maintained to meet the treatment performance criteria for new facilities as specified in A.A.C. R18-9-B204. The facility shall meet the performance requirement for industrial pre-treatment as per A.A.C. R18-9-B204(B)(6)(b).

The treatment facility shall not exceed a maximum seepage rate of 550 gallons per day per acre for all containment structures within the treatment works.

2.2.1. Engineering Design

Phase A WRF was designed as per the design report prepared and stamped, dated, and signed (sealed) by Rob Bryant, P.E. and John Matta, P.E. of Water Works Engineers dated March 30, 2015 and subsequent sealed submittals that served as additions to the design report.

Phase 2 WRF and recharge basins were designed as per the design report prepared and stamped, dated, and signed (sealed) by Maria Brady, P.E. (Professional Engineer) and Wei Li, P.E., Stantec Consulting Services Inc. dated August 20, 2020 and subsequent sealed submittals that served as additions to the design report.

2.2.1.1. Recharge Basins:

The recharge basins #1, #2A, #2B and #3 were constructed as approved under the permit LTF #70596. The recharge capacity for basin #1 is 0.14 mgd, basin #2A is 0.063 mgd and basin #2B is 0.094 mgd with total capacity of 0.297 mgd. The facility will be adding the two new recharge basins #3N and #3S. The total recharge capacity for recharge basins #3N and #3S will be 1.06 mgd with each basin with a capacity of 0.53 mgd. The new recharge basins will be five feet deep with maximum operating level of 3 ft. The recharge basins will maintain 2 ft of freeboard.

2.2.1.2. Drain Holes:

The facility will be constructing ten drain holes within recharge basins #3N and #3S with five drain holes in each basin. The existing drain hole in recharge basin #1 is approved under this amendment. The drain holes will be 4 feet in diameter and approximately 75 feet deep and will be filled in with $\frac{3}{8}$ to $\frac{3}{4}$ inch washed gravel. The drain holes will be spaced approximately 100 ft apart in each recharge basin. The approximate recharge rate from the drain hole is 50 gpm. The addition of the drain holes will enhance the recharge rates.

2.2.2. Site-Specific Characteristics

Not applicable.

2.2.3. Pre-Operational Requirements

Prior to initiating use of the Phase 2 treatment train, recharge basins #3N and #3S and drain holes, the permittee shall submit a signed, dated, and sealed Engineer's Certificate of Completion in a format approved by the Department per the compliance schedule in Section 3.0. The certificate shall be submitted to the Groundwater Protection Value Stream.

2.2.4. Operational Requirements

1. The permittee shall maintain a copy of the up-to-date operations and maintenance manual at the treatment facility site at all times; the manual shall be available upon request during inspections by ADEQ personnel.
2. The pollution control structures shall be inspected for the items listed in Section 4.2, Table 12: FACILITY INSPECTION AND OPERATIONAL MONITORING
3. If any damage of the pollution control structures is identified during inspection, proper repair procedures shall be performed. All repair procedures and materials used shall be documented in the facility log book as per Section 2.7.2 and reported to ADEQ in the event of a violation or exceedance as per Section 2.7.3.

2.2.5. Reclaimed Water Classification

[A.A.C. R18-9-B701(C)(2)(a), A.A.C. R18-11-303 through 307]

The treatment facility is rated as producing reclaimed water meeting the Class A+ Reclaimed Water Quality Standards (A.A.C. R18-11, Article 3) which may be used for any allowable Class A, B, or C use under a valid reclaimed water permit (A.A.C. R18-9, Article 7).

2.2.6. Certified Areawide Water Quality Management Plan Conformance

[A.A.C. R18-9-A201(B)(6)(a)]

Facility operations must conform to the approved Certified Areawide Water Quality Management Plan according to the 208 consistency determination in place at the time of permit issuance.

2.3. DISCHARGE LIMITATIONS

[A.R.S. §§ 49-201(14), 49-243 and A.A.C. R18-9-A205(B)]

1. The permittee is authorized to operate the treatment facility with a maximum monthly average flow of 0.18 mgd for Phase A, and 0.31 mgd for Phase 2. Two (2) tables are listed in Section 4.2 for discharge monitoring; Table 8: ROUTINE DISCHARGE MONITORING - PHASE A and Table 9: ROUTINE DISCHARGE MONITORING - PHASE 2. The permittee shall use the monitoring table which is commensurate with the phase in use at the time.
2. The permittee shall notify all users that the materials authorized to be disposed of through the treatment facility are typical household sewage and pre-treated commercial wastewater and shall not include motor oil, gasoline, paints, varnishes, hazardous wastes, solvents, pesticides, fertilizers or other materials not generally associated with toilet flushing, food preparation, laundry facilities and personal hygiene.
3. The permittee shall operate and maintain all permitted facilities to prevent unauthorized discharges pursuant to A.R.S. § 49-201(12) resulting from failure or bypassing of applicable BADCT.
4. Specific discharge limitations are listed in Section 4.2, Table 8, Table 9 and Table 10.

2.4. POINT OF COMPLIANCE (POC)

[A.R.S. § 49-244]

The Points of Compliance (POCs) have been established at the following locations:

Table 2: POINT(S) OF COMPLIANCE				
POC #	POC Location	Latitude	Longitude	ADWR #
1	POC-1 is located at the northwest corner of the WRF	33° 30' 55.37" N	112° 23' 46.45" W	55-920290

Groundwater monitoring is required at the point of compliance well POC #1 per Table 11: GROUNDWATER MONITORING. The Director may amend this permit to designate additional points of compliance if information on groundwater gradients or groundwater usage indicates the need.

2.5. MONITORING REQUIREMENTS

[A.R.S. § 49-243(K)(1), A.A.C. R18-9-A206(A)]

Unless otherwise specified in this permit, all monitoring required in this permit shall continue for the duration of the permit, regardless of the status of the facility. Unless otherwise provided, monitoring shall commence the first full monitoring period following permit issuance. All sampling, preservation and holding times shall be in accordance with currently accepted standards of professional practice. Trip blanks, equipment blanks and duplicate samples shall also be obtained, and Chain-of-Custody procedures shall be followed, in accordance with currently accepted standards of professional practice. Copies of laboratory analyses and Chain-of-Custody forms shall be maintained at the permitted facility. Upon request, these documents shall be made immediately available for review by ADEQ personnel.

2.5.1. Pre-Operational Monitoring

Not applicable.

2.5.2. Routine Discharge Monitoring

The permittee shall monitor the effluent for Phase A according to Section 4.2, Table 8: ROUTINE DISCHARGE MONITORING – PHASE A. Representative samples of the effluent shall be collected downstream of the chlorine contact basin.

Upon initiation of the operation of the Phase 2 WRF, the permittee shall monitor the effluent according to Section 4.2, Table 9: ROUTINE DISCHARGE MONITORING - PHASE 2. Representative samples of the effluent shall be collected downstream of the UV disinfection unit.

2.5.3. Reclaimed Water Monitoring

The permittee shall monitor the reclaimed water according to the Class A+ Reclaimed Water Monitoring Table in Section 4.2, Table 10: RECLAIMED WATER MONITORING for phase A and Phase 2 WRF in addition to the routine discharge monitoring parameters listed in Table 8: ROUTINE DISCHARGE MONITORING - PHASE A and Table 9: ROUTINE DISCHARGE MONITORING - PHASE 2. Representative samples of the reclaimed water shall be collected downstream of the chlorine contact basin for Phase A and downstream of the UV disinfection unit for Phase 2.

2.5.4. Facility / Operational Monitoring

Operational monitoring inspections shall be conducted according to Section 4.2, Table 12: FACILITY INSPECTION AND OPERATIONAL MONITORING.

If any damage of the pollution control structures is identified during inspection, proper repair procedures shall be performed. All repair procedures and materials used shall be documented in the facility log book as per Section 2.7.2 and reported to ADEQ in case of a violation or exceedance as per Section 2.7.3.

2.5.5. Groundwater Monitoring And Sampling Protocols

Static water levels shall be measured and recorded prior to sampling. Wells shall be purged of at least three borehole volumes (as calculated using the static water level) or until field parameters (pH, temperature, conductivity) are stable, whichever represents the greater volume. If evacuation results in the well going dry, the well shall be allowed to recover to 80 percent of the original borehole volume, or for 24 hours, whichever is shorter, prior to sampling. If after 24 hours there is not sufficient water for sampling, the well shall be recorded as "dry" for the monitoring event. An explanation for reduced pumping volumes, a record of the volume pumped, and modified sampling procedures shall be reported and submitted with the SMRF.

The permittee may conduct the sampling using the low-flow purging method as described in the Arizona Water Resources Research Center, March 1995 *Field Manual for Water Quality Sampling*. The well must be purged until indicator parameters stabilize. Indicator parameters shall include dissolved oxygen, turbidity, pH, temperature, and conductivity.

2.5.5.1. POC Well Replacement

In the event that one or more of the designated POC wells should become unusable or inaccessible due to damage, exceedance of an alert level (AL) for water level as required by Section 2.6.2.3.4(3), or any other event, a replacement POC well shall be constructed and installed upon approval by ADEQ. If the replacement well is fifty feet or less from the original well, the ALs and/or aquifer quality limits (AQLs) calculated for the designated POC well shall apply to the replacement well.

2.5.6. Surface Water Monitoring And Sampling Protocols

Routine surface water monitoring is not required under the terms of this permit.

2.5.7. Analytical Methodology

All samples collected for compliance monitoring shall be analyzed using Arizona state-approved methods. If no state-approved method exists, then any appropriate EPA-approved method shall be used. Regardless of the method used, the detection limits must be sufficient to determine compliance with the regulatory limits of the parameters specified in this permit. If all methods have detection limits higher than the applicable limit, the permittee shall follow the applicable contingency requirements of Section 2.6 and may propose "other actions" including amending the permit to set higher limits. Analyses shall be performed by a laboratory licensed by the Arizona Department of Health Services, Office of Laboratory Licensure and Certification. For results to be considered valid, all analytical work shall meet quality control standards specified in the approved methods. A list of state-certified laboratories in Arizona can be obtained at the address below:

Arizona Department of Health Services
Office of Laboratory Licensure and Certification
250 North 17th Avenue
Phoenix, Arizona 85007
Phone: (602) 364-0720

2.5.8. Installation And Maintenance Of Monitoring Equipment

Monitoring equipment required by this permit shall be installed and maintained so that representative samples required by the permit can be collected. If new groundwater wells are determined to be necessary, the construction details shall be submitted to the Groundwater Protection Value Stream for approval prior to installation and the permit shall be amended to include any new monitoring points.

2.6. CONTINGENCY PLAN REQUIREMENTS

[A.R.S. § 49-243(K)(3), (K)(7) and A.A.C. R18-9-A204 and R18-9-A205]

2.6.1. General Contingency Plan Requirements

At least one copy of this permit and the approved contingency and emergency response plan submitted in the application shall be maintained at the location where day-to-day decisions regarding the operation of the facility are made. The permittee shall be aware of and follow the contingency and emergency plans.

Any AL exceedance, or violation of an AQL, DL, or other permit condition shall be reported to ADEQ following the reporting requirements in Section 2.7.3, unless more specific reporting requirements are set forth in Section 2.6.2 through 2.6.5.

Some contingency actions involve verification sampling. Verification sampling shall consist of the first follow-up sample collected from a location that previously indicated a violation or the exceedance of an AL. Collection and analysis of the verification sample shall use the same protocols and test methods to analyze for the pollutant or pollutants that exceeded an AL or violated an AQL or DL. Where verification sampling is specified in this permit, it is the option of the permittee to perform such sampling. If verification sampling is not conducted within the timeframe allotted, ADEQ and the permittee shall presume the initial sampling result to be confirmed as if verification sampling had been conducted. The permittee is responsible for compliance with contingency plans relating to the exceedance of an AL or violation of a DL, AQL or any other permit condition. The permittee is subject to enforcement action for the failure to comply with any contingency actions in this permit.

2.6.2. Exceeding Of Alert Levels And Performance Levels

2.6.2.1. Exceeding Of Performance Levels Set For Operational Conditions

For freeboard alert levels, the permittee shall comply with the requirements as specified in Section 4.2, Table 12: FACILITY INSPECTION AND OPERATIONAL MONITORING to prevent the recharge basins. If recharge basins are overtopped, the permittee shall follow the requirements in Section 2.6.5.3 and the reporting requirements of Section 2.7.3.

If an alert level set in Section 4.2, Table 12: FACILITY INSPECTION AND OPERATIONAL MONITORING has been exceeded the permittee shall:

1. Notify the Groundwater Protection Value Stream within five (5) days of becoming aware of the exceedance.
2. Submit a written report to the Groundwater Protection Value Stream within 30 days after becoming aware of the exceedance. The report shall document all of the following:
 - a. A description of the exceedance and the cause of the exceedance;
 - b. The period of the exceedance, including exact date(s) and time(s), if known, and the anticipated time period during which the exceedance is expected to continue;
 - c. Any action taken or planned to mitigate the effects of the exceedance or spill, or to eliminate or prevent recurrence of the exceedance or spill;
 - d. Any monitoring activity or other information which indicates that any pollutants would be reasonably expected to cause a violation of an AWQS; and
 - e. Any malfunction or failure of pollution control devices or other equipment or process.
3. The facility is no longer on alert status once the operational indicator no longer indicates that a performance level is being exceeded. The permittee shall, however, complete all tasks necessary to return the facility to its pre-alert operating condition.

2.6.2.2. Exceeding Of Alert Levels (ALs) Set For Discharge Monitoring

1. If an AL set in Section 4.2, Table 8: ROUTINE DISCHARGE MONITORING – PHASE A and Table 9: ROUTINE DISCHARGE MONITORING - PHASE 2 has been exceeded, the permittee shall immediately investigate to determine the cause. The investigation shall include the following:
 - a. Inspection, testing, and assessment of the current condition of all treatment or pollutant discharge control systems that may have contributed to the exceedance;
 - b. Review of recent process logs, reports, and other operational control information to identify any unusual occurrences; and
 - c. If the investigation procedures indicated in (a) and (b) above fail to reveal the cause of the exceedance, the permittee shall sample individual waste streams composing the wastewater for the parameter(s) in question, if necessary to identify the cause of the exceedance.
2. The permittee shall initiate actions identified in the approved contingency plan referenced in Section 5.0 and specific contingency measures identified in Section 2.6 to resolve any problems identified by the investigation which may have led to the AL exceedance. To implement any other corrective action the permittee shall obtain prior approval from ADEQ according to Section 2.6.6.
3. Within thirty days of an AL exceedance, the permittee shall submit the laboratory results to the Groundwater Protection Value Stream along with a summary of the findings of the investigation, the cause of the exceedance, and actions taken to resolve the problem.
4. Upon review of the submitted report, the Department may amend the permit to require additional monitoring, increased frequency of monitoring, amendments to permit conditions or other actions.

2.6.2.2.1. Exceeding Permit Flow Limit

If the AL for average monthly flow in Section 4.2, Table 8: ROUTINE DISCHARGE MONITORING – PHASE A and Table 9: ROUTINE DISCHARGE MONITORING - PHASE 2 has been exceeded, the permittee shall submit an application to the Groundwater Protection Value Stream for a permit amendment to expand the treatment facility, or submit a report detailing the reasons an expansion is not necessary. Acceptance of the report instead of an application for amendment requires ADEQ approval.

2.6.2.3. Exceeding Of Alert Levels In Groundwater Monitoring

2.6.2.3.1. Alert Levels For Indicator Parameters

No ALs have been established for indicator parameters.

2.6.2.3.2. Alert Levels For Pollutants With Numeric Aquifer Water Quality Standards

1. In the case of an exceedance of an AL for a pollutant set in Section 4.2, Table 11: GROUNDWATER MONITORING the permittee may conduct verification sampling for those pollutant(s) that exceeded their respective AL(s) within five (5) days of becoming aware of the exceedance. The permittee may use results of another sample taken between the date of the last sampling event and the date of receiving the result as verification.

2. If verification sampling confirms the AL exceedance or if the permittee opts not to perform verification sampling, then the permittee shall increase the frequency of monitoring for each pollutant exceeding its' respective AL(s) as follows:

Table 3: ACCELERATED MONITORING - ALERT LEVEL EXCEEDANCE	
Specified Monitoring Frequency	Monitoring Frequency for AL Exceedance
Daily	Daily
Weekly	Daily
Monthly	Weekly
Quarterly	Monthly
Semi-annually	Quarterly
Annually	Quarterly

In addition, the permittee shall immediately initiate an investigation of the cause of the AL exceedance, including inspection of all discharging units and all related pollution control devices, review of any operational and maintenance practices that might have resulted in an unexpected discharge, and hydrologic review of groundwater conditions including upgradient water quality.

3. The permittee shall initiate actions identified in the approved contingency plan referenced in Section 5.0 and specific contingency measures identified in Section 2.6 to resolve any problems identified by the investigation which may have led to an AL exceedance. To implement any other corrective action the permittee shall obtain prior approval from ADEQ according to Section 2.6.6. Alternatively, the permittee may submit a technical demonstration, subject to written approval by the Groundwater Protection Value Stream, that although an AL has been exceeded, the pollutant(s) that exceeded their respective AL(s) are not reasonably expected to cause a violation of an AQL. The demonstration may propose a revised AL or monitoring frequency, for those pollutant(s) that exceeded their respective AL(s), for approval in writing by the Groundwater Protection Value Stream.
4. Within 30 days after confirmation of an AL exceedance, for each pollutant that exceeded an AL, the permittee shall submit the laboratory results to the Groundwater Protection Value Stream along with a summary of the findings of the investigation, the cause of the exceedance, and actions taken to resolve the problem.
5. Upon review of the submitted report, the Department may amend the permit to require additional monitoring, increased frequency of monitoring, amendments to permit conditions or other actions.
6. For each pollutant that exceeded an AL, the increased monitoring required as a result of an AL exceedance may be reduced to the monitoring frequency in Section 4.2, Table 11: GROUNDWATER MONITORING, if the results of four sequential sampling events of those pollutants demonstrate that they did not exceed the AL.
7. If the increased monitoring required as a result of an AL exceedance continues for more than six (6) sequential sampling events, the permittee shall submit to ADEQ a second report documenting an investigation of each pollutant which continued to exceed an AL. This report is due within 30 days of the receipt of laboratory results of the sixth sampling event.

2.6.2.3.3. Alert Levels To Protect Downgradient Users From Pollutants Without Numeric Aquifer Water Quality Standards

Not required at time of issuance.

2.6.2.3.4. Alert Level For Groundwater Level

1. If monitoring indicates the groundwater level is not within the allowable range established by the Alert Level (AL) in Section 4.2, Table 11: GROUNDWATER MONITORING, the permittee shall submit a written report to the Groundwater Protection Value Stream within 30 days after becoming aware of the exceedance. The report shall document the following:
 - a. the as-built configuration of the well including the screened interval;
 - b. all groundwater level measurements available for the well;
 - c. a discussion and analysis of any trends or seasonal variations in the groundwater level measurements;
 - d. information on groundwater recharge, withdrawal, or other hydrologic conditions in the vicinity of the well, and;
 - e. any other pertinent information obtained by the permittee.
2. If monitoring indicates the groundwater level is not within the allowable range established by the Alert Level (AL) in Section 4.2, Table 11: GROUNDWATER MONITORING for more than six sequential sampling events, the permittee shall submit a second report which evaluates the cause(s) of the exceedance and recommends whether the well should be replaced pursuant to Section 2.5.5.1. The report shall discuss and demonstrate whether samples representative of the water quality of the relevant aquifer can be practicably obtained from the well.
3. Upon review of the submitted report, the Department may amend the permit to require replacement of the well, require additional permit conditions, or other actions.

2.6.3. Discharge Limit Violation

1. If a DL set in Section 4.2, Table 8: ROUTINE DISCHARGE MONITORING – PHASE A, Table 9: ROUTINE DISCHARGE MONITORING - PHASE 2 and Table 10: RECLAIMED WATER MONITORING – Class A+ has been violated, the permittee shall immediately investigate to determine the cause. The investigation shall include the following:
 - a. Inspection, testing, and assessment of the current condition of all treatment or pollutant discharge control systems that may have contributed to the violation;
 - b. Review of recent process logs, reports, and other operational control information to identify any unusual occurrences;
 - c. If the investigation procedures indicated in (a) and (b) above fail to reveal the cause of the violation, the permittee shall sample individual waste streams composing the wastewater for the parameters in violation, as necessary to identify the cause of the violation.

The permittee shall submit a report to the Groundwater Protection Value Stream according to Section 2.7.3, which includes a summary of the findings of the investigation, the cause of the violation, and actions taken to resolve the problem. The permittee shall consider and ADEQ may require corrective action that may include control of the source of discharge, cleanup of affected soil, surface water or groundwater, notification of downstream or downgradient users who may be directly affected by the discharge, and mitigation of the impact of pollutants on existing uses of the aquifer. Corrective actions shall either be specifically identified in this permit, included in an ADEQ-approved contingency plan, or separately approved according to Section 2.6.6.

2. Upon review of the submitted report, the Department may amend the permit to require additional monitoring, increased frequency of monitoring, amendments to permit conditions, or other actions.

2.6.4. Aquifer Quality Limit Exceedances

1. If an AQL set in Section 4.2, Table 11: GROUNDWATER MONITORING has been exceeded, the permittee may conduct verification sampling for those pollutant(s) that were above their respective AQL(s) within five (5) days of becoming aware of the exceedance. The permittee may use results of another sample taken between the date of the last sampling event and the date of receiving the result as verification.
2. If verification sampling does not confirm an AQL exceedance, no further action is needed under this Section.
3. If verification sampling confirms that an AQL was exceeded for any parameter or if the permittee opts not to perform verification sampling, then, the permittee shall increase the frequency of monitoring for those parameters as follows:

Table 4: ACCELERATED MONITORING - AQUIFER QUALITY LIMIT VIOLATION	
Specified Monitoring Frequency	Monitoring Frequency for AQL Violation
Daily	Daily
Weekly	Daily
Monthly	Weekly
Quarterly	Monthly
Semi-annually	Quarterly
Annually	Quarterly

In addition, the permittee shall immediately initiate an evaluation for the cause of the violation, including inspection of all discharging units and all related pollution control devices, and review of any operational and maintenance practices that might have resulted in unexpected discharge.

The permittee also shall submit a report according to Section 2.7.3, which includes a summary of the findings of the investigation, the cause of the violation, and actions taken to resolve the problem. A verified exceedance of an AQL will be considered a violation unless the permittee demonstrates within 30 days that the exceedance was not caused or contributed to by pollutants discharged from the facility. Unless the permittee has demonstrated that the exceedance was not caused or contributed to by pollutants discharged from the facility, the permittee shall consider and ADEQ may require corrective action that may include control of the source of discharge, cleanup of affected soil, surface water, or groundwater, and mitigation of the impact of pollutants on existing uses of the aquifer. Corrective actions shall either be specifically identified in this permit, included in an ADEQ approved contingency plan, or separately approved according to Section 2.6.6.

Upon review of the submitted report, the Department may amend the permit to require additional monitoring, increased frequency of monitoring, amendments to permit conditions or other actions.

2.6.5. Emergency Response And Contingency Requirements For Unauthorized Discharges

[A.R.S. § 49-201(12) AND PURSUANT TO A.R.S. § 49-241]

2.6.5.1. Duty To Respond

The permittee shall act immediately to correct any condition resulting from a discharge pursuant to A.R.S. § 49-201(12) if that condition could pose an imminent and substantial endangerment to public health or the environment.

2.6.5.2. Discharge Of Hazardous Substances Or Toxic Pollutants

In the event of any unauthorized discharge pursuant to A.R.S. § 49-201(12) of suspected hazardous substances (A.R.S. § 49-201(19)) or toxic pollutants (A.R.S. § 49-243(I)) on the facility site, the permittee shall promptly isolate the area and attempt to identify the discharged material. The permittee shall record information, including name, nature of exposure and follow-up medical treatment, if necessary, on persons who may have been exposed during the incident. The permittee shall notify the Groundwater Protection Value Stream within 24 hours of discovering the discharge of hazardous material which (a) has the potential to cause an AWQS or AQL exceedance, or (b) could pose an endangerment to public health or the environment.

2.6.5.3. Discharge Of Non-Hazardous Materials

In the event of any unauthorized discharge pursuant to A.R.S. § 49-201(12) of non-hazardous materials from the facility, the permittee shall promptly attempt to cease the discharge and isolate the discharged material. Discharged material shall be removed and the site cleaned up as soon as possible. The permittee shall notify the Groundwater Protection Value Stream within 24 hours of discovering the discharge of non-hazardous material which has the potential to cause an AQL exceedance, or could pose an endangerment to public health or the environment.

2.6.5.4. Reporting Requirements

The permittee shall submit a written report for any unauthorized discharges reported under Sections 2.6.5.2 and 2.6.5.3 to the Groundwater Protection Value Stream within 30 days of the discharge or as required by subsequent ADEQ action. The report shall summarize the event, including any human exposure, and facility response activities and include all information specified in Section 2.7.3. If a notice is issued by ADEQ subsequent to the discharge notification, any additional information requested in the notice shall also be submitted within the time frame specified in the notice. Upon review of the submitted report, ADEQ may require additional monitoring or corrective actions.

2.6.6. Corrective Actions

Specific contingency measures identified in Section 2.6 have already been approved by ADEQ and do not require written approval to implement.

With the exception of emergency response actions taken under Section 2.6.5, the permittee shall obtain written approval from the Groundwater Protection Value Stream prior to implementing a corrective action to accomplish any of the following goals in response to exceedance of an AL, AQL, DL, or other permit condition:

1. Control of the source of an unauthorized discharge;
2. Soil cleanup;
3. Cleanup of affected surface waters;
4. Cleanup of affected parts of the aquifer;
5. Mitigation to limit the impact of pollutants on existing uses of the aquifer.

Within 30 days of completion of any corrective action, the operator shall submit to the Groundwater Protection Value Stream, a written report describing the causes, impacts, and actions taken to resolve the problem.

2.7. REPORTING AND RECORDKEEPING REQUIREMENTS

[A.R.S. § 49-243(K)(2) and A.A.C. R18-9-A206(B) and R18-9-A207]

2.7.1. Self-Monitoring Report Form

1. The permittee shall complete the Self-Monitoring Reporting Forms (SMRFs) provided by ADEQ, and submit the completed report through the myDEQ online reporting system. The permittee shall use the format devised by ADEQ.
2. The permittee shall complete the SMRF to the extent that the information reported may be entered on the form. If no information is required during a reporting period, the permittee shall enter "not required" on the form, include an explanation, and submit the form to the Groundwater Protection Value Stream.
3. The tables contained in Section 4.0 list the monitoring parameters and the frequencies for reporting results on the SMRF:
 - a. Table 8: ROUTINE DISCHARGE MONITORING - PHASE A
 - b. Table 9: ROUTINE DISCHARGE MONITORING - PHASE 2
 - c. Table 10: RECLAIMED WATER MONITORING – Class A+
 - d. Table 11: GROUNDWATER MONITORING

The parameters listed in the above-identified tables from Section 4.0 are the only parameters for which SMRF reporting is required.

2.7.2. Operation Inspection / Log Book Recordkeeping

A signed copy of this permit shall be maintained at all times at the location where day-to-day decisions regarding the operation of the facility are made. A log book (paper copies, forms, or electronic data) of the inspections and measurements required by this permit shall be maintained at the location where day-to-day decisions are made regarding the operation of the facility. The log book shall be retained for ten years from the date of each inspection, and upon request, the permit and the log book shall be made immediately available for review by ADEQ personnel. The information in the log book shall include, but not be limited to, the following information as applicable:

1. Name of inspector;
2. Date and shift inspection was conducted;
3. Condition of applicable facility components;
4. Any damage or malfunction, and the date and time any repairs were performed;
5. Documentation of sampling date and time; and
6. Any other information required by this permit to be entered in the log book.
7. Monitoring records for each measurement shall comply with A.A.C. R18-9-A206(B)(2).

2.7.3. Permit Violation And Alert Level Status Reporting

1. The permittee shall notify the Groundwater Protection Value Stream within five (5) days (except as provided in Section 2.6.5) of becoming aware of an AL exceedance, or violation of any permit condition, AQL, or DL for which notification requirements are not specified in Sections 2.6.2 through 2.6.5.
2. The permittee shall submit a written report to the Groundwater Protection Value Stream within 30 days of becoming aware of the violation of any permit condition, AQL, or DL. The report shall document all of the following:

- a. Identification and description of the permit condition for which there has been a violation and a description of the cause;
- b. The period of violation including exact date(s) and time(s), if known, and the anticipated time period during which the violation is expected to continue;
- c. Any corrective action taken or planned to mitigate the effects of the violation, or to eliminate or prevent a recurrence of the violation;
- d. Any monitoring activity or other information which indicates that any pollutants would be reasonably expected to cause a violation of an AWQS;
- e. Proposed changes to the monitoring which include changes in constituents or increased frequency of monitoring; and
- f. Description of any malfunction or failure of pollution control devices or other equipment or processes.

2.7.4. Operational, Other Or Miscellaneous Reporting

The permittee shall record the information as required in Section 4.2, Table 12: FACILITY INSPECTION AND OPERATIONAL MONITORING in the facility log book as per Section 2.7.2, and report to the Groundwater Protection Value Stream any violations or exceedances as per Section 2.7.3.

If the treatment facility is classified for reclaimed water under this permit, the permittee shall submit the reclaimed water monitoring results and flow volumes to any of the following in accordance with A.A.C. R18-9-B701(C)(2)(c):

1. Any reclaimed water agent who has contracted for delivery of reclaimed water from the permittee; and
2. Any end user who has not waived interest in receiving this information.

2.7.4.1. TTHM Report

Upon commencement of the Phase A treatment process, the permittee shall monitor the effluent for total trihalomethane (TTHM) monthly for twelve months to confirm that the facility is meeting the discharge limit for TTHM. After completion of the twelve rounds of sampling, the permittee shall submit a report of the monitoring results to the Groundwater Protection Value Stream (see Compliance Schedule Item No. 3, in Section 3.0).

If, after review of the report, it is determined that the treatment process is able to consistently meet the TTHM discharge limit, the sampling frequency for TTHM shall be reduced to semi-annually (permit amendment not required - see Section 4.2, Table 8: ROUTINE DISCHARGE MONITORING - PHASE A). If it is determined that the treatment process is unable to consistently meet the TTHM discharge limit, the permittee will be required to upgrade the treatment system under a permit amendment.

2.7.5. Reporting Location

All Self-Monitoring Report Forms (SMRFs) shall be submitted Through the myDEQ portal accessible on the ADEQ website at: <http://www.azdeq.gov/welcome-mydeq>

All other documents required by this permit shall be mailed to:

The Arizona Department of Environmental Quality
Groundwater Protection Value Stream
Mail Code 5415B-3
1110 West Washington Street
Phoenix, Arizona 85007
Phone (602) 771-4571

2.7.6. Reporting Deadline

The following table lists the quarterly report due dates:

Table 5: QUARTERLY REPORTING DEADLINES	
Monitoring Conducted During Quarter:	Quarterly Report Due By:
January-March	April 30
April-June	July 30
July-September	October 30
October-December	January 30

The following table lists the semi-annual and annual report due dates if applicable:

Table 6: (SEMI-)ANNUAL REPORTING DEADLINES	
Monitoring Conducted:	Report Due By:
Semi-annual: January-June	July 30
Semi-annual: July-December	January 30
Annual: January-December	January 30

2.7.7. Changes To Facility Information In Section 1.0

The Groundwater Protection Value Stream shall be notified within ten days of any change of facility information including Facility Name, Permittee Name, Mailing or Street Address, Facility Contact Person, or Emergency Telephone Number.

2.8. Temporary Cessation

[A.R.S. § 49-243(K)(8) and A.A.C. R18-9-A209(A)]

The permittee shall give written notice to the Groundwater Protection Value Stream before ceasing operation of the facility for a period of 60 days or greater. The permittee shall take the following measures upon temporary cessation:

1. If applicable, direct the wastewater flows from the facility to another state-approved wastewater treatment facility;
2. Correct the problem that caused the temporary cessation of the facility; and
3. Notify the Groundwater Protection Value Stream with a monthly facility status report describing the activities conducted on the treatment facility to correct the problem.
4. Submittal of Self-Monitoring Report Forms (SMRFs) is still required; report "temporary cessation" in the comment section.

At the time of notification the permittee shall submit for ADEQ approval a plan for maintenance of discharge control systems and for monitoring during the period of temporary cessation. Immediately following ADEQ approval, the permittee shall implement the approved plan. If necessary, ADEQ shall amend permit conditions to incorporate conditions to address temporary cessation. During the period of temporary cessation, the permittee shall provide written notice to the Groundwater Protection Value Stream of the operational status of the facility every three years. If the permittee intends to permanently cease operation of any facility, the permittee shall submit closure notification, as set forth in Section 2.9 below.

2.9. Closure

[A.R.S. §§ 49-243(K)(6), 49-252 and A.A.C. R18-9-A209(B)]

For a facility addressed under this permit, the permittee shall give written notice of closure to the Groundwater Protection Value Stream of the intent to cease operation without resuming activity for which the facility was designed or operated. Submittal of SMRFs is still required; report "closure in process" in the comment section.

2.9.1. Closure Plan

Within 90 days following notification of closure, the permittee shall submit for approval to the Groundwater Protection Value Stream, a closure plan which meets the requirements of A.R.S. § 49-252 and A.A.C. R18-9-A209(B)(3).

If the closure plan achieves clean-closure immediately, ADEQ shall issue a letter of approval to the permittee. If the closure plan contains a schedule for bringing the facility to a clean-closure configuration at a future date, ADEQ may incorporate any part of the schedule as an amendment to this permit.

2.9.2. Closure Completion

Upon completion of closure activities, the permittee shall give written notice to the Groundwater Protection Value Stream indicating that the approved closure plan has been implemented fully and providing supporting documentation to demonstrate that clean-closure has been achieved (soil sample results, verification sampling results, groundwater data, as applicable). If clean-closure has been achieved, ADEQ shall issue a letter of approval to the permittee at that time. If any of the following conditions apply, the permittee shall follow the terms of post-closure stated in this permit:

1. Clean-closure cannot be achieved at the time of closure notification or within one year thereafter under a diligent schedule of closure actions;
2. Further action is necessary to keep the facility in compliance with the AWQS at the applicable POC or, for any pollutant for which the AWQS was exceeded at the time this permit was issued, further action is necessary to prevent the facility from further degrading the aquifer at the applicable POC with respect to that pollutant;
3. Remedial, mitigative or corrective actions or controls are necessary to comply with A.R.S. § 49-201(30) and Title 49, Chapter 2, Article 3;
4. Further action is necessary to meet property use restrictions.
5. SMRF submittals are still required until Clean Closure is issued.

2.10. Post-closure

[A.R.S. §§ 49-243(K)(6), 49-252 and A.A.C. R18-9 A209(C)]

Post-closure requirements shall be established based on a review of facility closure actions and will be subject to review and approval by the Groundwater Protection Value Stream.

In the event clean-closure cannot be achieved pursuant to A.R.S. § 49-252, the permittee shall submit for approval to the Groundwater Protection Value Stream a post-closure plan that addresses post-closure maintenance and monitoring actions at the facility. The post-closure plan shall meet all requirements of A.R.S. §§ 49-201(30) and 49-252 and A.A.C. R18-9-A209(C). Upon approval of the post-closure plan, this permit shall be amended or a new permit shall be issued to incorporate all post-closure controls and monitoring activities of the post-closure plan.

2.10.1. Post-Closure Plan

A specific post-closure plan may be required upon the review of the closure plan.

2.10.2. Post-Closure Completion

Not required at the time of permit issuance.

3.0 COMPLIANCE SCHEDULE

[A.R.S. § 49-243(K)(5) and A.A.C. R18-9-A208]

Unless otherwise indicated, for each compliance schedule item listed below, the permittee shall submit the required information to the Groundwater Protection Value Stream.

Table 7: COMPLIANCE SCHEDULE ITEMS			
No.	Description	Due By:	Permit Amendment Required?
Engineer's Certificate of Completion			
1	The permittee shall submit a signed, dated, and sealed Engineer's Certificate of Completion in a format approved by the Department that confirms that the units of Phase 2 WRF are constructed according to the Department-approved design report or plans and specifications.	Prior to discharging under Phase 2 and within 90 days of completion of construction of Phase 2 WRF.	No
2	The permittee shall submit a signed, dated, and sealed Engineer's Certificate of Completion in a format approved by the Department that confirms that the recharge basins #3N and #3S and drain holes are constructed according to the Department-approved design report or plans and specifications.	Within 90 days of completion of construction of the recharge basins and drain holes and prior to discharging to new recharge basins	No
TTHM Summary Report			
3	The permittee shall submit a TTHM summary report summarizing the results of the twelve (12) monthly TTHM samples as required under Section 2.7.4.1.	Within 30 days after receipt of the laboratory results for the 12 th monitoring event.	See Section 2.7.4.1
Update Cost Estimate and Financial Assurance Mechanism			
4	The permittee shall submit a demonstration that the financial assurance mechanism listed in Section 2.1, Financial Capability, is being maintained as per A.R.S. 49-243.N.4 and A.A.C. R18-9-A203(H) for all estimated closure and post-closure costs including updated costs submitted under Section 3.0, No. 5 below. The demonstration shall include a statement that the closure and post-closure strategy has not changed, the discharging facilities listed in the permit have not been altered in a manner that would affect the closure and post-closure costs, and discharging facilities have not been added. The demonstration shall also include information in support of a cash deposit as required in A.A.C. R18-9-A203(C)(2).	By November 30, 2026 and every 6 years from the date of permit signature, for the duration of the permit	No

Table 7: COMPLIANCE SCHEDULE ITEMS			
No.	Description	Due By:	Permit Amendment Required?
5	The permittee shall submit updated cost estimates for facility closure and post-closure, as per A.A.C. R18-9-A201(B)(5) and A.R.S. 49-243.N.2.a.	By November 30, 2026 and every six years from the date of permit signature, for the duration of the permit	Yes

4.0 TABLES OF MONITORING REQUIREMENTS

4.1. PRE-OPERATIONAL MONITORING (OR CONSTRUCTION REQUIREMENTS)

Not applicable

4.2. COMPLIANCE (or OPERATIONAL) MONITORING

Table 8: ROUTINE DISCHARGE MONITORING - PHASE A					
PHASE A - Flows up to 0.18 mgd					
Sampling Point Number	Sampling Point Identification			Latitude	Longitude
1	Effluent sampling point downstream of the chlorine contact basin			33° 30' 48.33" N	112° 23' 36.78" W
2	Flow meter located on the line to the recharge facilities			33° 30' 48.37" N	112° 23' 36.50" W
Parameter	Alert Level	Discharge Limit	Units	Sampling Frequency	Reporting Frequency
Total Flow ¹ : Daily ²	Not Established ³	Not Established	mgd ⁴	Daily	Quarterly
Total Flow: Monthly Average ⁵	0.171	0.18	mgd	Monthly Calculation	Quarterly
Recharge Flow: Daily	Not Established	Not Established	mgd	Daily	Quarterly
Recharge Flow: Monthly Average	0.171	0.18	mgd	Monthly Calculation	Quarterly
Reuse Flow: Daily	Not Established	Not Established	mgd	Daily	Quarterly
Reuse Flow: Monthly Average	0.171	0.18	mgd	Monthly Calculation	Quarterly
Fecal Coliform: Single sample maximum	Not Established	23.0	MPN ⁶	Daily ⁷	Quarterly
Fecal Coliform: four (4) of seven (7) samples in a week ⁸	Not Established	Non-detect ⁹	MPN	Weekly Evaluation	Quarterly
Total Nitrogen ¹⁰ : Five-sample rolling geometric mean ¹¹	8	10	mg/l ¹²	Monthly Calculation	Quarterly

¹ Total flow for all methods of disposal (reuse, and recharge)

² Total Daily Flow shall be measured using a continuous recording flow meter that totals the flows daily.

³ Not Established means that monitoring is required, but no limits have been specified at the time of permit issuance

⁴ mgd = million gallons per day

⁵ Monthly Average means the calculated average of daily flow values in a month

⁶ MPN = Most Probable Number / 100 ml sample. For MPN, a value of <2.2 shall be considered to be non-detect

⁷ For fecal coliform, "daily" sampling means every day in which a sample can practicably be obtained and delivered in sufficient time for proper analysis, provided that no less than four samples in each week are obtained and analyzed

⁸ Week means a seven-day period starting on Sunday and ending on the following Saturday. The reporting form for this parameter consists of 13 weeks per quarter

⁹ Fecal coliform 4 of 7 samples requires entering "Compliance" or "Non-compliance" on the SMRF for each week of the reporting period. Evaluate the daily fecal coliform results for that week (Sunday through Saturday). If, of these seven days, four or more of the daily fecal coliform results are non-detect, report "Compliance" for that week's entry on the SMRF. If three or fewer of the daily fecal coliform results are non-detect, report "Non-compliance" for that week's entry on the SMRF

¹⁰ Total Nitrogen = Nitrate as N + Nitrite as N + Total Kjeldahl Nitrogen

¹¹ The five-sample rolling geometric mean is determined by multiplying the five (5) most recent monthly sample values together then taking the fifth root of the product. Example: $GM_5 = \sqrt[5]{(m_1)(m_2)(m_3)(m_4)(m_5)}$

¹² mg/l = milligrams per liter

Table 8: ROUTINE DISCHARGE MONITORING (CONTINUED)

PHASE A - Flows up to 0.18 mgd					
Parameter	AL	DL	Units	Sampling Frequency	Reporting Frequency
Metals (Dissolved):					
Antimony	0.0048	0.006	mg/l	Quarterly	Quarterly
Arsenic	0.04	0.05	mg/l	Quarterly	Quarterly
Barium	1.60	2.00	mg/l	Quarterly	Quarterly
Beryllium	0.0032	0.004	mg/l	Quarterly	Quarterly
Cadmium	0.004	0.005	mg/l	Quarterly	Quarterly
Chromium	0.08	0.1	mg/l	Quarterly	Quarterly
Cyanide (as free cyanide)	0.16	0.2	mg/l	Quarterly	Quarterly
Fluoride	3.2	4.0	mg/l	Quarterly	Quarterly
Lead	0.04	0.05	mg/l	Quarterly	Quarterly
Mercury	0.0016	0.002	mg/l	Quarterly	Quarterly
Nickel	0.08	0.1	mg/l	Quarterly	Quarterly
Selenium	0.04	0.05	mg/l	Quarterly	Quarterly
Thallium	0.0016	0.002	mg/l	Quarterly	Quarterly

Table 8 – ROUTINE DISCHARGE MONITORING - PHASE A (Continued)

Parameter	AL	DL	Units	Sampling Frequency	Reporting Frequency
Volatile Organic Compounds (VOCs):					
Benzene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Carbon tetrachloride	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
o-Dichlorobenzene	0.48	0.6	mg/l	Semi-Annually	Semi-Annually
para-Dichlorobenzene	0.06	0.075	mg/l	Semi-Annually	Semi-Annually
1,2-Dichloroethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
1,1-Dichloroethylene	0.0056	0.007	mg/l	Semi-Annually	Semi-Annually
cis-1,2-Dichloroethylene	0.056	0.07	mg/l	Semi-Annually	Semi-Annually
trans-1,2-Dichloroethylene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Dichloromethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
1,2-Dichloropropane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Ethylbenzene	0.56	0.7	mg/l	Semi-Annually	Semi-Annually
Hexachlorobenzene	0.0008	0.001	mg/l	Semi-Annually	Semi-Annually
Hexachlorocyclopentadiene	0.04	0.05	mg/l	Semi-Annually	Semi-Annually
Monochlorobenzene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Styrene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Tetrachloroethylene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Toluene	0.8	1.0	mg/l	Semi-Annually	Semi-Annually
Trihalomethane (total) ¹³	0.08	0.1	mg/l	Monthly ¹⁴ /Semi-Annually	Semi-Annually
1,1,1-Trichloroethane	0.16	0.2	mg/l	Semi-Annually	Semi-Annually
1,2,4 - Trichlorobenzene	0.056	0.07	mg/l	Semi-Annually	Semi-Annually
1,1,2 - Trichloroethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Trichloroethylene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Vinyl Chloride	0.0016	0.002	mg/l	Semi-Annually	Semi-Annually
Xylenes (Total)	8.0	10.0	mg/l	Semi-Annually	Semi-Annually

¹³ Total Trihalomethane (TTHM) is comprised of Bromoform, Bromodichloromethane, Chloroform, and Dibromochloromethane.

¹⁴ Monitoring for TTHM shall be performed on a monthly basis for the first 12 months of operation of the Phase A WRF as per Sections 2.7.4.1 and 3.0, Item No. 3.

4.2 COMPLIANCE (or OPERATIONAL) MONITORING

Table 9: ROUTINE DISCHARGE MONITORING - PHASE 2					
PHASE 2 - Flows up to 0.31 mgd					
Sampling Point Number	Sampling Point Identification		Latitude	Longitude	
3	Effluent sampling point downstream of the UV disinfection unit		33° 30' 47.16" N	112° 23' 38.8" W	
4	Flow meter located downstream of the UV disinfection unit		33° 30' 47.20" N	112° 23' 38.9" W	
Parameter	Alert Level	Discharge Limit	Units	Sampling Frequency	Reporting Frequency
Total Flow ¹⁵ ; Daily ¹⁶	Not Established ¹⁷	Not Established	mgd ¹⁸	Daily	Quarterly
Total Flow: Monthly Average ¹⁹	0.2945	0.31	mgd	Monthly Calculation	Quarterly
Recharge Flow: Daily	Not Established	Not Established	mgd	Daily	Quarterly
Recharge Flow: Monthly Average	0.2945	0.31	mgd	Monthly Calculation	Quarterly
Reuse Flow: Daily	Not Established	Not Established	mgd	Daily	Quarterly
Reuse Flow: Monthly Average	0.2945	0.31	mgd	Monthly Calculation	Quarterly
Fecal Coliform: Single sample maximum	Not Established	23.0	MPN ²⁰	Daily ²¹	Quarterly
Fecal Coliform: four (4) of seven (7) samples in a week ²²	Not Established	Non-detect ²³	MPN	Weekly Evaluation	Quarterly
Total Nitrogen ²⁴ : Five-sample rolling geometric mean ²⁵	8	10	mg/l ²⁶	Monthly Calculation	Quarterly

¹⁵ Total flow for all methods of disposal (reuse, and recharge)

¹⁶ Total Daily Flow shall be measured using a continuous recording flow meter that totals the flows daily.

¹⁷ Not Established means that monitoring is required, but no limits have been specified at the time of permit issuance

¹⁸ mgd = million gallons per day

¹⁹ Monthly Average means the calculated average of daily flow values in a month

²⁰ MPN = Most Probable Number / 100 ml sample. For MPN, a value of <2.2 shall be considered to be non-detect

²¹ For fecal coliform, "daily" sampling means every day in which a sample can practicably be obtained and delivered in sufficient time for proper analysis, provided that no less than four samples in each week are obtained and analyzed

²² Week means a seven-day period starting on Sunday and ending on the following Saturday. The reporting form for this parameter consists of 13 weeks per quarter

²³ Fecal coliform 4 of 7 samples requires entering "Compliance" or "Non-compliance" on the SMRF for each week of the reporting period. Evaluate the daily fecal coliform results for that week (Sunday through Saturday). If, of these seven days, four or more of the daily fecal coliform results are non-detect, report "Compliance" for that week's entry on the SMRF. If three or fewer of the daily fecal coliform results are non-detect, report "Non-compliance" for that week's entry on the SMRF

²⁴ Total Nitrogen = Nitrate as N + Nitrite as N + Total Kjeldahl Nitrogen

²⁵ The five-sample rolling geometric mean is determined by multiplying the five (5) most recent monthly sample values together then taking the fifth root of the product. *Example:* $GM_5 = \sqrt[5]{(m_1)(m_2)(m_3)(m_4)(m_5)}$. For the first four samples enter "Not Required" on SMRFs.

²⁶ mg/l = milligrams per liter

Table 9: ROUTINE DISCHARGE MONITORING (CONTINUED)
PHASE 2 – Flows up to 0.31 mgd

Parameter	AL	DL	Units	Sampling Frequency	Reporting Frequency
Metals (Dissolved):					
Antimony	0.0048	0.006	mg/l	Quarterly	Quarterly
Arsenic	0.04	0.05	mg/l	Quarterly	Quarterly
Barium	1.60	2.00	mg/l	Quarterly	Quarterly
Beryllium	0.0032	0.004	mg/l	Quarterly	Quarterly
Cadmium	0.004	0.005	mg/l	Quarterly	Quarterly
Chromium	0.08	0.1	mg/l	Quarterly	Quarterly
Cyanide (as free cyanide)	0.16	0.2	mg/l	Quarterly	Quarterly
Fluoride	3.2	4.0	mg/l	Quarterly	Quarterly
Lead	0.04	0.05	mg/l	Quarterly	Quarterly
Mercury	0.0016	0.002	mg/l	Quarterly	Quarterly
Nickel	0.08	0.1	mg/l	Quarterly	Quarterly
Selenium	0.04	0.05	mg/l	Quarterly	Quarterly
Thallium	0.0016	0.002	mg/l	Quarterly	Quarterly

Table 9 – ROUTINE DISCHARGE MONITORING – PHASE 2 (Continued)

PHASE 2 – Flows up to 0.31 mgd					
Parameter	AL	DL	Units	Sampling Frequency	Reporting Frequency
Volatile Organic Compounds (VOCs):					
Benzene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Carbon tetrachloride	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
o-Dichlorobenzene	0.48	0.6	mg/l	Semi-Annually	Semi-Annually
para-Dichlorobenzene	0.06	0.075	mg/l	Semi-Annually	Semi-Annually
1,2-Dichloroethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
1,1-Dichloroethylene	0.0056	0.007	mg/l	Semi-Annually	Semi-Annually
cis-1,2-Dichloroethylene	0.056	0.07	mg/l	Semi-Annually	Semi-Annually
trans-1,2-Dichloroethylene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Dichloromethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
1,2-Dichloropropane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Ethylbenzene	0.56	0.7	mg/l	Semi-Annually	Semi-Annually
Hexachlorobenzene	0.0008	0.001	mg/l	Semi-Annually	Semi-Annually
Hexachlorocyclopentadiene	0.04	0.05	mg/l	Semi-Annually	Semi-Annually
Monochlorobenzene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Styrene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Tetrachloroethylene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Toluene	0.8	1.0	mg/l	Semi-Annually	Semi-Annually
Trihalomethanes (total) ²⁷	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
1,1,1-Trichloroethane	0.16	0.2	mg/l	Semi-Annually	Semi-Annually
1,2,4 - Trichlorobenzene	0.056	0.07	mg/l	Semi-Annually	Semi-Annually
1,1,2 - Trichloroethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Trichloroethylene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Vinyl Chloride	0.0016	0.002	mg/l	Semi-Annually	Semi-Annually
Xylenes (Total)	8.0	10.0	mg/l	Semi-Annually	Semi-Annually

²⁷Total Trihalomethanes are comprised of Bromoform, Bromodichloromethane, Chloroform, and Dibromochloromethane.

Table 10: RECLAIMED WATER MONITORING - Class A+

Reclaimed water monitoring under Table 10: RECLAIMED WATER MONITORING for Class A+ shall be performed in addition to routine discharge monitoring required under Section 4.2, Table 8: ROUTINE DISCHARGE MONITORING - PHASE A and Table 9: ROUTINE DISCHARGE MONITORING - PHASE 2

Sampling Point Number	Sampling Point Identification		Latitude	Longitude
1	Phase A - Effluent sampling point downstream of the chlorine contact basin		33° 30' 48.33" N	112° 23' 36.78" W
4	Phase 2 - Effluent sampling point downstream of the UV disinfection unit		33° 30' 47.20" N	112° 23' 38.87" W
Parameter	Discharge Limit	Units	Sampling Frequency	Reporting Frequency
Fecal Coliform: Single-sample maximum	23	MPN ²⁸	Daily ²⁹	Quarterly
Fecal Coliform: Four (4) of last seven (7) samples	Non-detect ³⁰	MPN	Daily Evaluation	Quarterly
Total Nitrogen ³¹ : Five-sample rolling geometric mean ³²	10	mg/l ³³	Monthly Calculation	Quarterly
Turbidity ³⁴ : Single reading	5	NTU ³⁵	Daily ³⁶	Quarterly
Turbidity: 24-hour average	2	NTU	Daily Calculation	Quarterly

²⁸MPN = Most Probable Number per 100 ml. For MPN, a value of <2.2 shall be considered to be non-detect.

²⁹For fecal coliform, "daily" sampling means every day in which a sample can practicably be obtained and delivered in sufficient time for proper analysis, provided that no less than four (4) samples in each seven-day period are obtained and analyzed.

³⁰Requires entering "Compliance" or "Non-compliance" on the SMRF for each day of the reporting period. Evaluate the daily fecal coliform result along with the six (6) previous sample results. If four (4) or more of those results are non-detect, report "Compliance" for that day's entry on the SMRF. If four (4) or more of those results have detections of fecal coliform, report "Non-compliance" for that day's entry.

³¹Total Nitrogen is the sum of Nitrate as N, Nitrite as N, and Total Kjeldahl Nitrogen (TKN)

³²The five-sample rolling geometric mean is determined by multiplying the five (5) most recent monthly sample values together then taking the fifth root of the product. Example: $GM_5 = \sqrt[5]{(m_1)(m_2)(m_3)(m_4)(m_5)}$

³³mg/l = milligrams per liter

³⁴Turbidimeter shall be placed at a point in the wastewater treatment process after filtration and immediately before disinfection and shall have a signal averaging time not exceeding 120 seconds. All exceedances must be explained and submitted to the Department with the corresponding quarterly SMRF; occasional spikes due to back-flushing or instrument malfunction shall not be considered an exceedance

³⁵NTU = Nephelometric Turbidity Units

³⁶For the single turbidity reading, daily means the maximum reading during the 24-hour period.

Table 11: GROUNDWATER MONITORING

Sampling Point Number	Sampling Point Identification			Latitude	Longitude
5	POC #1			33° 30' 55.37" N	112° 23' 46.45" W
Parameter	Alert Level	Aquifer Quality Limit	Units	Sampling Frequency	Reporting Frequency
Total Nitrogen ³⁷	Not Established ³⁸	31.0	mg/l ³⁹	Monthly Calculation	Quarterly
Nitrate-Nitrite as N	Not Established	31.0	mg/l	Monthly Calculation	Quarterly
Nitrate as N	Not Established	31.0	mg/l	Monthly	Quarterly
Nitrite as N	0.8	1.0	mg/l	Monthly	Quarterly
Total Kjeldahl Nitrogen (TKN)	Not Established	Not Established	mg/l	Monthly	Quarterly
Fecal Coliform	Not Established	Non-detect ⁴⁰	MPN ⁴¹	Monthly	Quarterly
Water Level ⁴² - Upper POC #1	215	Not Established	Feet bgs ⁴³	Monthly	Quarterly
Water Level - Lower POC #1	255	Not Established	Feet bgs	Monthly	Quarterly
Metals (Dissolved)					
Antimony	0.0048	0.006	mg/l	Quarterly	Quarterly
Arsenic	0.04	0.05	mg/l	Quarterly	Quarterly
Barium	1.60	2.00	mg/l	Quarterly	Quarterly
Beryllium	0.0032	0.004	mg/l	Quarterly	Quarterly
Cadmium	0.004	0.005	mg/l	Quarterly	Quarterly
Chromium	0.08	0.1	mg/l	Quarterly	Quarterly
Cyanide (as free cyanide)	0.16	0.2	mg/l	Quarterly	Quarterly
Fluoride	3.2	4.0	mg/l	Quarterly	Quarterly
Lead	0.04	0.05	mg/l	Quarterly	Quarterly
Mercury	0.0016	0.002	mg/l	Quarterly	Quarterly
Nickel	0.08	0.1	mg/l	Quarterly	Quarterly
Selenium	0.04	0.05	mg/l	Quarterly	Quarterly
Thallium	0.0016	0.002	mg/l	Quarterly	Quarterly

³⁷ Total Nitrogen is the sum of Nitrate as N, Nitrite as N, and Total Kjeldahl Nitrogen (TKN)

³⁸ Not Established = Monitoring is required but no limits are specified.

³⁹ mg/l = milligrams per liter

⁴⁰ For CFU, a value of <1.0 shall be considered to be non-detect

⁴¹ MPN = Most Probable Number per 100 ml

⁴² See Section 2.6.2.3.4.

⁴³ bgs = below ground surface

Table 11: GROUNDWATER MONITORING (Continued)

Parameter	AL	DL	Units	Sampling Frequency	Reporting Frequency
Volatile Organic Compounds (VOCs):					
Benzene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Carbon tetrachloride	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
o-Dichlorobenzene	0.48	0.6	mg/l	Semi-Annually	Semi-Annually
para-Dichlorobenzene	0.06	0.075	mg/l	Semi-Annually	Semi-Annually
1,2-Dichloroethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
1,1-Dichloroethylene	0.0056	0.007	mg/l	Semi-Annually	Semi-Annually
cis-1,2-Dichloroethylene	0.056	0.07	mg/l	Semi-Annually	Semi-Annually
trans-1,2-Dichloroethylene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Dichloromethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
1,2-Dichloropropane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Ethylbenzene	0.56	0.7	mg/l	Semi-Annually	Semi-Annually
Hexachlorobenzene	0.0008	0.001	mg/l	Semi-Annually	Semi-Annually
Hexachlorocyclopentadiene	0.04	0.05	mg/l	Semi-Annually	Semi-Annually
Monochlorobenzene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Styrene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Tetrachloroethylene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Toluene	0.8	1.0	mg/l	Semi-Annually	Semi-Annually
Trihalomethanes (total) ⁴⁴	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
1,1,1-Trichloroethane	0.16	0.2	mg/l	Semi-Annually	Semi-Annually
1,2,4 - Trichlorobenzene	0.056	0.07	mg/l	Semi-Annually	Semi-Annually
1,1,2 - Trichloroethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Trichloroethylene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Vinyl Chloride	0.0016	0.002	mg/l	Semi-Annually	Semi-Annually
Xylenes (Total)	8.0	10.0	mg/l	Semi-Annually	Semi-Annually

⁴⁴Total Trihalomethanes are comprised of Bromoform, Bromodichloromethane, Chloroform, and Dibromochloromethane.

Table 12: FACILITY INSPECTION AND OPERATIONAL MONITORING

The permittee shall record the inspection performance levels in a log book as per Section 2.7.2, and report any violations or exceedances as per Section 2.7.3. In the case of an exceedance, identify which structure exceeds the performance level in the log book.

Pollution Control Structure/Parameter	Performance Level	Inspection Frequency	Reporting Frequency
Pump Integrity	Good working condition	Weekly	See Section 2.7.3
Treatment Plant Components	Good working condition	Weekly	
Recharge Basin Freeboard	Two (2) Feet	Weekly	
Recharge Basin Berm Integrity	No visible structural damage, breach, or erosion of embankments	Weekly	
POC Wells	Well cap and seals are intact. No discernable corrosion or deterioration of the well(s). No discernable materials accumulating in the well. Any dedicated well equipment are functional and intact.	Monthly	See Section 2.7.3 and 2.5.5.1
Recharge Basins Vegetation Removal	No vegetation present in the recharge basins or within five feet of the basin	Monthly	See Section 2.7.3

5.0 REFERENCES AND PERTINENT INFORMATION

The terms and conditions set forth in this permit have been developed based upon the information contained in the following, which are on file with the Department:

APP Application, dated:	August 21, 2020
Contingency Plan, dated:	October 14, 2020
Final Hydrologist Report, dated:	October 21, 2020
Final Engineering Report, dated:	October 23, 2020
Public Notice, dated:	xxxx
Public Hearing, dated:	Not applicable
Responsiveness Summary, dated:	Not applicable

6.0 NOTIFICATION PROVISIONS

6.1. Annual Registration Fees

The permittee is notified of the obligation to pay an Annual Registration Fee to ADEQ. The Annual Registration Fee is based on the amount of daily influent or discharge of pollutants in gallons per day (gpd) as established by A.R.S. § 49-242.

6.2. Duty to Comply

[A.R.S. §§ 49-221 through 263]

The permittee is notified of the obligation to comply with all conditions of this permit and all applicable provisions of Title 49, Chapter 2, Articles 1, 2 and 3 of the Arizona Revised Statutes, Title 18, Chapter 9, Articles 1 through 4, and Title 18, Chapter 11, Article 4 of the Arizona Administrative Code. Any permit non-compliance constitutes a violation and is grounds for an enforcement action pursuant to Title 49, Chapter 2, Article 4 or permit amendment, suspension, or revocation.

6.3. Duty to Provide Information

[A.R.S. §§ 49-243(K)(2) and 49-243(K)(8)]

The permittee shall furnish to the Director, or an authorized representative, within a time specified, any information which the Director may request to determine whether cause exists for amending or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

6.4. Compliance with Aquifer Water Quality Standards

[A.R.S. §§ 49-243(B)(2) and 49-243(B)(3)]

The permittee shall not cause or contribute to a violation of an Aquifer Water Quality Standard (AWQS) at the applicable point of compliance (POC) for the facility. Where, at the time of issuance of the permit, an aquifer already exceeds an AWQS for a pollutant, the permittee shall not discharge that pollutant so as to further degrade, at the applicable point of compliance for the facility, the water quality of any aquifer for that pollutant.

6.5. Technical and Financial Capability

[A.R.S. §§ 49-243(K)(8) and 49-243(N) and A.A.C. R18-9-A202(B) and R18-9-A203(E) and (F)]

The permittee shall have and maintain the technical and financial capability necessary to fully carry out the terms and conditions of this permit. Any bond, insurance policy, trust fund, or other financial assurance mechanism provided as a demonstration of financial capability in the permit application, pursuant to A.A.C. R18-9-A203(C), shall be in effect prior to any discharge authorized by this permit and shall remain in effect for the duration of the permit.

6.6. Reporting of Bankruptcy or Environmental Enforcement

[A.A.C. R18-9-A207(C)]

The permittee shall notify the Director within five days after the occurrence of any one of the following:

1. the filing of bankruptcy by the permittee; or
2. the entry of any order or judgment not issued by the Director against the permittee for the enforcement of any environmental protection statute or rule.

6.7. Monitoring and Records

[A.R.S. § 49-243(K)(8) and A.A.C. R18-9-A206]

The permittee shall conduct any monitoring activity necessary to assure compliance with this permit, with the applicable water quality standards established pursuant to A.R.S. §§ 49-221 and 49-223 and §§ 49-241 through 49-252.

6.8. Inspection and Entry

[A.R.S. §§ 49-1009, 49-203(B), and 49-243(K)(8)]

In accordance with A.R.S. §§ 41-1009 and 49-203(B), the permittee shall allow the Director, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to enter and inspect the facility as reasonably necessary to ensure compliance with Title 49, Chapter 2, Article 3 of the Arizona Revised Statutes, and Title 18, Chapter 9, Articles 1 through 4 of the Arizona Administrative Code and the terms and conditions of this permit.

6.9. Duty to Modify

[A.R.S. § 49-243(K)(8) and A.A.C. R18-9-A211]

The permittee shall apply for and receive a written amendment before deviating from any of the designs or operational practices authorized by this permit.

6.10. Permit Action: Amendment, Transfer, Suspension, and Revocation

[A.R.S. §§ 49-201, 49-241 through 251, A.A.C. R18-9-A211, R18-9-A212 and R18-9-A213]

This permit may be amended, transferred, suspended, or revoked for cause, under the rules of the Department. The permittee shall notify the Groundwater Protection Value Stream in writing within 15 days after any change in the owner or operator of the facility. The notification shall state the permit number, the name of the facility, the date of property transfer, and the name, address, and phone number where the new owner or operator can be reached. The operator shall advise the new owner or operators of the terms of this permit and the need for permit transfer in accordance with the rules.

7.0. ADDITIONAL PERMIT CONDITIONS

7.1. Other Information

[A.R.S. § 49-243(K)(8)]

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, the permittee shall promptly submit the correct facts or information.

7.2. Severability

[A.R.S. §§ 49-201, 49-241 through 251, A.A.C. R18-9-A211, R18-9-A212 and R18-9-A213]

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby. The filing of a request by the permittee for a permit action does not stay or suspend the effectiveness of any existing permit condition.

7.3. Permit Transfer

This permit may not be transferred to any other person except after notice to and approval of the transfer by the Department. No transfer shall be approved until the applicant complies with all transfer requirements as specified in A.A.C. R18-9-A212(B) and (C).

Exhibit B

Agreement RBB & RAUCH

WASTEWATER TREATMENT AND SERVICES AND AUXILIARY WATER AGREEMENT

This WASTEWATER TREATMENT AND SERVICES AND AUXILIARY WATER AGREEMENT (this "**Agreement**") is made and entered into as of the 26th day of June 2020 by and between EPCOR Water Arizona Inc., an Arizona corporation ("**Utility**"), on the one hand, and RRB Beverage Operations, Inc., a Delaware corporation ("**RRB**"), and RAUCH North America Inc., a Delaware corporation, ("**Customer**") on the other. Utility, RRB and Customer shall be collectively referred to herein as the "**Parties**".

RECITALS:

- A. Customer is developing a beverage manufacturing facility on a portion of 132 gross acres at the southeast corner of Reems Road and Peoria Avenue in Glendale, Arizona (the "**Facility**") on land leased from RRB. The Facility is located within an area of land that is master-planned for industrial use and within Utility's CC&N (defined below). The Customer's Facility is located on land that is subject to that certain Wastewater Facilities Main Extension Agreement dated October 24, 2012, and recorded as Document No. 2013-0118415 on February 6, 2013 in the official records of Maricopa County, Arizona (the "**MXA**") made by and between the Parties' predecessors-in-interests, and is subject to the Absorption Commitments as described in Section 11 of the MXA.
- B. Utility is a public service corporation within the meaning of Article 15, Section 2, of the Arizona Constitution and is authorized to provide wastewater service and potable water service within portions of Maricopa County, Arizona, in accordance with a Certificate of Convenience and Necessity ("**CC&N**") granted by order of the Arizona Corporation Commission (the "**ACC**").
- C. As authorized and regulated by the ACC, Utility has a public-service obligation to provide safe and affordable utility wastewater service and potable water service to the public.
- D. The wastewater flows that are projected to be generated by the Facility, in combination with the flows of Other Users (defined below), exceed the current treatment capacity of Utility's wastewater treatment plant within Utility's Luke 303 wastewater service area. Accordingly, significant expansion of Utility's current wastewater infrastructure (the "**Utility Infrastructure**") is required. In order to meet Customer's time requirements, Utility ordered and will install a 250,000 gallons per day package plant ("**Package Plant**") as part of the first phase of the expansion of the Utility Infrastructure. Utility will order the Package Plant no later than June, 2020. The expansion of the Utility Infrastructure will occur in phases. The first phase of the expansion will increase Utility's total wastewater treatment capacity to 1,250,000 gallon per day (inclusive of the Package Plant). As currently planned, the second phase of the expansion will increase Utility's wastewater treatment capacity another 500,000 gallons per day for a total of 1,750,000 gallon per day.
- E. In Utility's CC&N, Utility owns and operates certain wells, storage tanks, pumps, booster stations, pipelines, valves, and related hardware and facilities (collectively, "**Water Distribution System**") that may be expanded from time to time, and through which Utility delivers potable water to its customers.
- F. Within Utility's CC&N, large water demands from new industrial facilities require owners of such facilities to provide additional water supply and infrastructure to expand Utility's Water Distribution System to meet the large water demands of the new facilities (*i.e.*, growth paying for growth). It is estimated that Customer will need over 1,000,000 gallons of potable water per day for just its production use in connection with manufacturing beverages at its Facility.
- G. Rather than providing additional water supply and infrastructure to Utility's Water Distribution System in order to meet Customer's manufacturing production needs, Customer intends to use its own on-site private well(s) and water treatment equipment solely to provide potable water for its own

production use in the manufacturing of beverages. Notwithstanding the foregoing, Utility will separately and continuously provide potable water to Customer for its office and landscaping irrigation needs using a single 8" meter with a flow control valve (access to which would be locked by Utility) installed after it (the "Water Flow Control Valve") to restrict water flow (to the extent possible) to just what is need for office and landscaping irrigation use. Customer will separately be invoiced and charged for water consumption in accordance with the current approved rate schedule for the EPCOR Agua Fria Water district used for commercial/industrial users based on the 8" meter size.

- H. In times when Customer's well(s) do not meet Customer's water needs for production use in connection with manufacturing beverages at its Facility, Customer desires Utility to deliver potable water to Customer for auxiliary purposes. As used in this Agreement, "Auxiliary Water" means potable water provided by Utility to Customer, on a temporary basis, to be used as substitute, reserve, or supplementary water to Customer's on-site well(s) for Customer's manufacturing production purposes. "Non-Auxiliary Water" means potable water provided by Utility to Customer, on a continuous basis, to be used solely for office and landscaping irrigation purposes.
- I. Because Customer will not provide additional water supply and infrastructure to Utility's Water Distribution System to allow Utility to meet the entire water needs of Customer, Utility is not obligated by its tariffs or otherwise to furnish or sell Auxiliary Water to Customer for auxiliary purposes, and Utility will not devote any of its facilities or resources to furnish water to Customer for auxiliary purposes on a regular or permanent basis; provided, however, Utility is agreeable to providing Auxiliary Water to Customer under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties, each intending to be legally bound by this Agreement, hereby agree as follows:

- 1. Incorporation of Recitals. The foregoing Recitals hereby are deemed true and correct and are incorporated into and made a part of this Agreement.
- 2. Treatment of Wastewater Flows from Facility. Customer provided a wastewater flow profile from the Facility to Utility's wastewater system as set forth in **Exhibit B** (hereinafter referred to as the "Wastewater Flow Profile"), which defines the maximum discharge from Customer (the "Customer Maximum Flow") for any 24-hour period within the specific month and year shown. Subject to the terms of this Agreement, Customer agrees to discharge and Utility agrees to receive and treat wastewater from Facility in accordance with the Wastewater Flow Profile at the rates and charges set forth in Sections 6 and 7 of this Agreement. The wastewater treatment capacity of the Package Plant shall be allocated entirely to Customer and any other lessees located on the same land as the Facility ("Other Users"), including specifically Ball Metal Beverage Container Corp., a Colorado corporation ("Ball"). The Customer Maximum Flow together with the maximum flows from Other Users (the "Combined Maximum Flow") is shown in **Exhibit B**. Customer shall coordinate with the Other Users to make sure the collective Wastewater Flow Profile for Customer combined with the wastewater flow profile of the Other Users does not exceed the Combined Maximum Flow. Customer acknowledges that Utility is spending significant funds to expand the Utility Infrastructure (including installing the Package Plant) to receive and treat wastewater from Facility in accordance with the Wastewater Flow Profile and is relying on Customer's assurances that it will discharge in accordance with the Wastewater Flow Profile.
 - a. Utility shall otherwise receive and treat discharged pretreated wastewater and provide wastewater services to Customer in accordance with the rules and regulations of the ACC and Utility's filed rules of service and tariffs for its Luke 303 wastewater service area, except as otherwise specifically set forth in this Agreement.
 - b. In the event Customer desires to increase the Wastewater Flow Profile or raise the Customer Maximum Flow and Combined Maximum Flow, Customer shall submit a written request to Utility stating the requested revised Wastewater Flow Profile and Customer Maximum Flow and

Combined Maximum Flow and the justification for the requested adjustment. Utility shall respond within sixty (60) days following receipt of such request and will include a written list of terms and conditions (if any) and schedule that must be satisfied in order to meet the increased flow requested. Such terms and conditions may be supplemented by Utility thereafter as necessary based on its continued review of Customer's request. If Customer's requested increase in Customer Maximum Flow requires installation, expansion or modification to Utility Infrastructure, as determined by Utility, then Utility will determine Customer's allocated costs for any necessary equipment installation or modification in accordance with Utility's rules and regulations for its Luke 303 wastewater service area (or its Arizona wastewater service area should the Luke 303 wastewater service area be consolidated with the Arizona wastewater service area) and in accordance with the terms of Section 6.b below. Any and all associated costs will be allocated to and borne by Customer unless otherwise agreed to by Utility. Upon any adjustment of the Wastewater Flow Profile and/or Customer Maximum Flow, Utility will in good faith determine (as is fair, reasonable and appropriate under the circumstances and taking into consideration the terms of section 6.a below together with the latest rate filings made by the Utility and using the same framework, methodology and fundamental assumptions [including, without limitation, the same return on equity and same after-tax weighted average cost of capital] used to determine the initial Volumetric Charge set forth herein) if the Monthly Payment (defined in Section 7 below) should be changed. Any change to the Monthly Payment following any adjustment of the Wastewater Flow Profile and/or Customer Maximum Flow shall be acknowledged in writing and signed by the Parties. Further, Customer acknowledges that upon any adjustment to Customer Maximum Flow or Combined Maximum Flow, Utility is under no obligation to maintain or reserve any additional capacity in its wastewater system beyond the revised Customer Maximum Flow and Combined Maximum Flow agreed to by the Parties.

- c. Customer is liable to Utility for any direct damage to Utility's equipment, facilities or infrastructure (specifically including labor and material costs associated with repairing such damage and/or replacing or rehabilitating equipment at new cost, not depreciated cost) that results if discharges from Facility exceed the Customer Maximum Flow or Combined Maximum Flow without Utility's express prior written authorization to do so.
 - d. Notwithstanding anything to the contrary in this Agreement, Utility will have no obligation under any circumstances to treat any flows; (1) above the Combined Maximum Flow, or (2) that exceed the then current available capacity of the Utility Infrastructure (as expanded from time to time). Utility, however, will have the option to accept any flows above the Combined Maximum Flow, provided that Customer pays the Maximum Flows Exceedance Charge as described in Section 7.d. of this Agreement. The Parties acknowledge that the Package Plant (when installed and operational) together with the existing capacity of the Utility Infrastructure will not be sufficient to accommodate the combined Wastewater Flow Profiles of Customer combined with the flow from Other Users during certain times in 2021, and the Parties agree to work together in good faith to enter into a separate agreement prior to the completion of the Package Plant to address this issue.
3. Wastewater Point of Delivery. Utility agrees to receive from Facility the Wastewater Flow Profile under this Agreement at a metered delivery point interconnected with Utility's wastewater system as more particularly described on **Exhibit A** attached hereto and incorporated by reference into this Agreement (the "Delivery Point").
 4. Wastewater Metering. Utility shall provide and maintain appropriate metering facilities at the Delivery Point and shall furnish Customer a monthly statement for the discharge during the preceding month. Utility will be responsible for constructing, operating, and maintaining the meter at the Delivery Point to measure the amount of wastewater discharged from the Customer's Facility to Utility's wastewater system under this Agreement. Customer may review design, location, and installation of the meter. Utility will own, operate, and maintain the meter at its own expense once installed. The meter(s) shall be tested for accuracy by and at the expense of Utility once each

calendar year at intervals of approximately twelve (12) months, and a report of such test shall be furnished to Customer within thirty (30) days after completion of the test. In the event the percentage of accuracy of the meter(s) is found to be in excess of the tolerance of five percent (5%), Utility shall calibrate the meter at Utility's sole cost and expense. In addition, Customer may request further meter testing at Customer's sole cost and expense, provided that Customer will provide at least seven (7) calendar days advance notice. For any testing of the meter, Customer will be allowed to witness the calibration. Should the calibration disclose that the meter is inaccurate by over five percent (5%), then an adjustment to the discharge charges shall be debited or credited to Customer in accordance with such corrected calibration.

5. Quality of Wastewater Flow Profile. All wastewater flow discharged from the Customer Facility will be of a certain quality, meaning that certain pretreatment requirements as set forth and outlined in the Industrial Discharge Service Agreement between Customer and Utility (the "IDSA") will be met before any discharge is transferred into Utility's wastewater collection system. Utility will have no obligation to accept any wastewater from Customer that does not meet any and all pretreatment requirements as set forth in the IDSA. Customer is liable to Utility for any direct damage to Utility's equipment, facilities or infrastructure (specifically including labor and material costs associated with repairing such damage and/or replacing or rehabilitating equipment at new cost, not depreciated cost) that results if discharges from Facility do not meet the pretreatment requirements set forth in the IDSA. Utility will monitor wastewater flow discharged from Customer's Facility at a specific point before such flow is transferred into Utility's wastewater system (the "Monitoring Point") as more particularly described on Exhibit C attached hereto and incorporated by reference into this Agreement. If Utility discovers that any wastewater from Customer does not meet the pretreatment requirements set forth in the IDSA, Utility shall immediately notify Customer, and thereafter Customer shall immediately and diligently take steps to correct the issue.
6. Capital Advance for Wastewater Utility Infrastructure. RRB on Customer's and Other Users behalf will provide a one-time up front capital advance in aid of construction towards a portion equal to fifty percent (50%) of all of the costs for planning, design and construction of the expansion of the Utility Infrastructure needed to serve Customer and Other User (including the installation of the Package Plant), based on the Combined Maximum Flow. Such advance is subject to refund to RRB per Section 6.a of this Agreement. One-half of the capital advance shall be paid by RRB in part on Customer's behalf to Utility within thirty (30) days following execution of this Agreement. The second half of the capital advance shall be paid by RRB in part on Customer's behalf to Utility within thirty (30) days following the ACC's approval of this Agreement. Utility will design, construct and commission, or cause to be designed, constructed, and commission, the expansion, improvement and modification of the Utility Infrastructure (including installation of the Package Plant) necessary to serve Customer. Utility's most recent estimated schedule of the total costs (together with RRB's estimated prorated one-time up front capital advance) is set forth in Exhibit D attached hereto and incorporated by reference into this Agreement. The Parties acknowledge that the Volumetric Charge set forth in 7.b. has been determined by taking into account RRB's payment of the capital advance (in part on Customer's behalf) and the refund terms associated therewith. RRB on Customer's behalf will pay for Customer's portion of costs of design, permitting, constructing, and interconnecting this infrastructure with Utility's existing wastewater system so as to ensure that existing customers of Utility will not pay for treatment capacity that will be exclusively used by Customer, which includes, but is not limited to the costs of engineering, materials, labor, transportation, equipment, necessary permits and approvals, easements, testing, corrections, insurance and bonds. Utility will make best efforts to time completion of the Package Plant and other required infrastructure expansion so that Utility can provide wastewater service to Customer when such service is requested. RRB and Customer understand that certain improvements and modifications to the Utility Infrastructure will be sized so as to serve additional residential, commercial, industrial and other customers in addition to Customer, but that RRB on Customer's behalf will not be responsible to advance the costs of the infrastructure that is intended to serve these additional customers except for the Other Users. Utility will use commercially reasonable efforts to cause its construction design build team ("Contractor") that is completing the phase 1 expansion to the Utility Infrastructure to serve Customer's and Other Users to value engineer the

phase 1 and planned phase 2 expansion design and to find other ways to reduce the costs for construction of the phase 1 and planned phase 2 expansion of the Utility Infrastructure and installation of the Package Plant, and agrees that Customer shall be permitted to participate in such process. The Parties acknowledge that Contractor will complete the phase 1 expansion of the Utility Infrastructure (including the installation of the Package Plant) pursuant to a Guarantee Maximum Price contract and that the Guarantee Maximum Price will not be finalized until on or about August, 2020. Once the Guarantee Maximum Price has been determined, Utility, RRB and Customer will work together to update the Information set forth in Exhibit D and to true up the amount of the capital advance payable by RRB and, if necessary adjust: (1) the amount of the second half of the capital advance that is payable by RRB (in part on Customer's behalf) to Utility within thirty (30) days following the ACC's approval of this Agreement, and (2) the Monthly Payment (provided that Utility shall use the same framework, methodology and fundamental assumptions [including, without limitation, the same return on equity and same after-tax weighted average cost of capital] used to determine the initial Volumetric Charge set forth herein).

- a. The capital advance from RRB on Customer's behalf will be a refundable advance in aid of construction and will be subject to refund to RRB. Forty percent (40%) of Utility's revenues (excluding all gross receipt taxes, sales taxes and district, municipal, county, state and federally-imposed regulatory assessments) derived from the provision of wastewater service to Customer and Ball from Utility will be refunded annually to RRB until fully re-paid following the date the Package Plant is completed, but in no event will refunds paid to RRB exceed the total amount of the capital advance paid to Utility from RRB. Within sixty (60) days following completion of the Package Plant, Utility will give notice to Customer and RRB of the date the Package Plant is completed. Utility will not be under any obligation under any circumstances to pay interest on any of the capital advance from RRB.
- b. Customer and Utility acknowledge that the capital advance and Volumetric Rate are based on the cost for the first phase of expanding the Utility Infrastructure to 1,250,000 gallons per day. Due to economies of scale and the need to install certain infrastructure up front, the planned second phase of the expansion of an additional 500,000 gallons per day of capacity will be constructed at a lower cost on a per-gallon basis, and Customer and Utility agree that, in the event there is ever an increase in the Customer Maximum Flow or Combined Maximum Flow, any additional capital advance and/or change to the Volumetric Charge associated with such increases shall be calculated and priced based on this lower gallon per day capacity second phase expansion cost.

Customer understands and agrees that a portion of the costs to plan, design and construct phase 1 of the expansion of the Utility Infrastructure (including the installation of the Package Plant) to serve Customer and Other Users will be covered by the capital advance from RRB and that the remainder of such costs, as well any other costs and expenses to provide wastewater service to Customer are to be paid in accordance with the rates and charges set forth in Section 7 of this Agreement, as the same may be modified as provided herein.

7. Payment for Wastewater Treatment and Services. In addition to the capital advance to be paid by RRB (in part on Customer's behalf), Customer agrees to pay Utility a monthly fee for all wastewater discharged from Facility and treated by Utility (the "Monthly Payment"). Utility shall bill Customer for wastewater treatment and service provided on a monthly basis in accordance with the following:
 - a. Customer agrees to pay a Basic Service Charge of two thousand six hundred dollars (\$2,600) per month.
 - b. Customer agrees to a Volumetric Charge of \$8.57 per 1,000 gallons of wastewater based on the Wastewater Flow Profile (specifically the Customer Maximum Flow) established in accordance with Section 2 of this Agreement.
 - c. Thus, Customer agrees to pay a total Monthly Payment based on the following formula:

$$\text{Basic Service Charge} + \text{Volumetric Charge} = \text{Monthly Payment}$$

Customer understands and acknowledges that the Monthly Payment is to ensure the planning, design and construction costs of wastewater infrastructure needs to establish treatment capacity exclusively used by Customer and not covered by the capital advance are not borne by existing Utility customers.

The Monthly Payment is subject to change in the event Customer seeks to increase the Customer Maximum Flow and/or Combined Maximum Flow and/or the Wastewater Flow Profile in accordance with Section 2 of this Agreement, or as set forth elsewhere in this Agreement, including Sections 6 and 21.

- d. Customer agrees to pay a "Maximum Flow Exceedance Charge" for any flows discharged into Utility's wastewater system that exceed the Combined Maximum Flow at the time of the exceedance. Any exceedance over the Combined Maximum Flow shall be calculated daily and billed on a monthly basis, and allocated Between Customer and Other Users based upon the exceedance of the individual user's Wastewater Flow Profile. The Maximum Flow Exceedance Charge will be calculated as a 20% rate premium on flows in excess of Combined Maximum Flow as follows:

$$((\text{Actual Flows} - \text{Combined Maximum Flow}) * \text{Volumetric Charge}) + 20\%((\text{Actual Flows} - \text{Combined Maximum Flow}) * \text{Volumetric Charge}) = \text{Maximum Flow Exceedance Charge}$$

8. Requests for Auxiliary Water.

- a. At any time, Customer may request Utility to provide Customer with Auxiliary Water with one (1) business day's prior written notice. Utility hereby acknowledges that it has allocated and will provide 224,400 gallons per day of water (the "Allocation") to the buildings located on the 132 acres of land of which the Facility is a part; provided, however, such water will be used by Customer (for Non-Auxiliary Water purposes) and Other Users, including Ball, jointly as such parties shall mutually agree and sub-allocate. Nothing herein will restrict Utility's ability and right to provide more water than the Allocation to Customer and/or Other Users for any purpose, including Auxiliary Water for Customer.
- b. Upon receipt of Customer's request for Auxiliary Water, Utility will determine whether Utility's needs and those of its customers can be met while providing Auxiliary Water to Customer. Utility may in its sole and absolute (but commercially reasonable) discretion decline to provide Auxiliary Water to Customer for any commercially reasonable reason and without any liability to Customer.
- c. If Utility agrees to provide Customer with Auxiliary Water, then Utility will unlock and adjust the Water Flow Control Valve and provide Auxiliary Water at such water pressure and water supply that is available within Utility's Water Distribution System provided that the water pressure within Utility's Water Distribution System is not decreased to less than 20 pounds per square inch. Utility makes no representations or warranties regarding the quality and quantity of the Auxiliary Water delivered to Customer other than the representation that the quality of Auxiliary Water delivered to Customer will be of the same general quality of water that Utility transports and distributes to customers within its Water Distribution System.
- d. Auxiliary Water may with notice (as may be commercially reasonable under the circumstances) be limited, curtailed, or terminated if Utility determines, in its sole but commercially reasonable judgment, that conditions within its Water Distribution System warrant such limitation, curtailment, or termination.

9. Water Flow Control Valve.

- a. Customer shall be responsible for, and pay all costs associated with, the engineering design, permitting, and construction of the Water Flow Control Valve. The engineering design and

construction of the Water Flow Control Valve are subject to review and approval by Utility, which approval shall be provided in writing. After construction of the Water Flow Control Valve is inspected, tested, and approved by Utility, the Water Flow Control Valve will be owned and maintained by Utility. Prior to Utility's acceptance of the Water Flow Control Valve and before this infrastructure can be used, such infrastructure must be located on land within a public utility easement, right-of-way, or other water utility easement dedicated to Utility and to Utility's satisfaction, and Customer shall obtain, or cause to be obtained, an Approval of Construction from the Maricopa County Environmental Services Department for the infrastructure, if applicable.

- b. The Water Flow Control Valve will normally be locked by Utility and adjusted/restricted, to the extent possible, so that only Non-Auxiliary Water (in an amount not to exceed the Allocation, subject to any Utility approved variances) is permitted to flow through it once the Customer's wells are constructed and operational. Customer shall not adjust, or permit its officers, employees, contractors, agents, representatives or invitees adjust, the Water Flow Control Valve without the prior written consent of Utility.
 - c. Water from Customer's on-site well(s) shall be used only by Customer on Customer's premises and shall not be sold to any other person or entity other than Utility.
 - d. Subject to Utility's right to stop deliveries of Auxiliary Water so that Utility can satisfy its needs and those of its customers or as otherwise provided in Section 8.d. above, Utility is not obligated to continue deliveries beyond ten (10) consecutive days. In the event that Customer desires Auxiliary Water for greater than ten (10) consecutive days, then a separate agreement for long-term Auxiliary Water service shall be negotiated and executed.
 - e. Customer understands that the rates and certain terms governing water services are subject to the jurisdiction of the ACC. Nothing contained herein may be construed as affecting or limiting in any way the ability of Utility to apply for changes in its tariff rates or to impose conditions upon its general tariffed rate schedules, terms and conditions that are generally applicable or contract provisions generally applied in similar service agreements for water.
10. Use of Non-Auxiliary Water. Customer will not use any Non-Auxiliary Water delivered by Utility for production use in connection with manufacturing beverages at its Facility.
11. Late Payment Penalty. A 1% late payment penalty will be applied to any balance not paid within thirty (30) days after the receipt of invoice. In addition, Customer shall indemnify and hold harmless Utility for, from and against any tax related interest, fines and penalties assessed against Utility and other costs and expenses incurred by Utility as a consequence of any late payment by Customer under this Agreement.
12. Other Charges. Customer will also pay its proportionate share of any applicable privilege, sales or use tax as provided for in Arizona Administrative Code R14-2-608(D)(5) and any increases in applicable federal, state or property taxes. Customer will also pay all applicable ACC charges, Arizona Department of Water Resources charges, groundwater savings fees and franchise fees charged by the City of Glendale.

Further, in the event it is determined that all or any portion of Customer's contributions-in-aid-of-construction under this Agreement constitute taxable income to Utility as of the date of this Agreement or at the time Utility actually receives such contribution, Customer will advance funds to Utility equal to the income taxes incurred by Utility as a result of such contribution to the extent permitted under applicable law and in accordance therewith. Such funds shall be paid to Utility within thirty (30) days following Utility's notification to Customer that a determination has been made that any such contributions constitute taxable income, whether by virtue of any determination or notification by a governmental authority, amendment to the Internal Revenue Code, any regulation promulgated by the Internal Revenue Service, or similar change to any statute, rule or regulation

relating to this matter. Such notification shall include documentation reasonably necessary to substantiate Utility's liability for income taxes resulting from Customer's contributions in aid of construction under this Agreement. In the event that any such additional funds are paid by Customer, such funds shall also constitute contributions-in-aid-of-construction.

13. Billing and Service Disputes. In the event any portion of any bill from Utility to Customer is in dispute, Customer shall pay both the disputed and undisputed portions when due. If, upon review, the bill is determined to be incorrect, the disputed portion of the bill that was paid will be immediately refunded to Customer. All disputes between the Parties shall be resolved by good faith negotiation of the Parties, and failing such resolution, the Parties shall, before resorting to arbitration, first try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules or Commercial Arbitration Rules, as appropriate. Any dispute not resolved by mediation will be settled by binding arbitration administered by the AAA in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et. seq. Further, the Parties shall meet periodically to discuss and resolve any issues regarding Utility's treatment of wastewater discharge from the Customer Facility that may arise from time to time as a result of services provided under this Agreement.
14. Remedies. Subject to the terms of this Agreement, in the event of any breach of this Agreement, the Parties may seek all available remedies at law or in equity. In addition to any other remedy at law or in equity, in the event Customer shall default in the payment of any amounts due (and undisputed) to Utility under this Agreement, then Utility, after (i) providing thirty (30) days prior written notice to Customer of such default and (ii) Customer's failure to cure such default within such thirty (30) day period, shall have the right to temporarily (a) cap the amount of wastewater from Facility discharge into Utility's wastewater system under this Agreement, pending cure of such default by Customer and/or (b) cease providing Auxiliary Water to Customer. In the event such default remains uncured for a period of ninety (90) days, then Utility, after giving Customer written notice of its intent to do so, shall have the right to permanently restrict or terminate discharge of wastewater from Facility under this Agreement and/or permanently cease providing Auxiliary Water to Customer, in accordance with the rules and regulations of the ACC, and the provisions within Utility's tariffs, rules and regulations applicable to Customer.
15. Term of this Agreement. The initial date of service under this Agreement shall be as established by mutual agreement of the authorized representatives of Utility and Customer (the "Service Commencement Date"). The Term of this Agreement shall commence on the Effective Date and terminate 20 years from the Service Commencement Date (the "Initial Term"). Three (3) calendar years prior to the expiration of the Initial Term or any renewal of the Term, Parties shall begin to negotiate in good faith to extend this Agreement for at least an additional five (5) years under substantially the same terms and conditions as contained in this Agreement with necessary changes as may be just, reasonable, appropriate and non-discriminatory ("Renewal Term"). The negotiations for such extension shall be completed at least one (1) year prior to the expiration of the Initial Term or any Renewal Term.
16. Regulatory Approvals: Effective Date. Pursuant to Arizona Administrative Code A.A.C. R-14-2-212.F.3., this Agreement is contingent on approval by the ACC. This Agreement will not become effective until approved by the ACC, and the effective date will be the date any order is issued by the ACC approving this Agreement or the rates and charges set forth herein (the "Effective Date"). Either Party may terminate this Agreement within 30 days' following ACC approval of this Agreement, if the ACC conditions its approval on a modification to this Agreement or otherwise in a manner that is unacceptable to the terminating Party in its sole but commercially reasonable discretion.
17. Force Majeure. Utility is not liable to Customer nor to any other person, firm or corporation whatsoever, for any interruption or failure to provide Auxiliary Water or failure to provide accept or treat wastewater from Customer in accordance with this Agreement, or for any loss, injury or

damage that occurs as a result of the interruption or failure, either directly or indirectly, when the interruption or failure is caused by or results from an Uncontrollable Force including the following:

- a. Fire, lighting, flood, windstorm, act of God, invasion, terrorist attack, pandemic or force majeure.
- b. Compliance with any orders, rules, or regulations, whether valid or invalid, of any governmental authority or agency.
- c. Strikes, lockouts or labor disputes.
- d. Breakdown, repair or replacement of any machinery, equipment, transmission line, pipeline or other facility.
- e. Shortage of any water, supplies, material or labor, or where such interruption or failure is directly or indirectly due to any cause not reasonably preventable by Utility or not reasonably within its control.

18. Interruption of Service. Utility may curtail, restrict or temporarily discontinue the treatment of wastewater under the rules and regulations of the ACC, Utility's tariffs governing wastewater service, or as otherwise permitted by law. Any such curtailment, restriction or temporary discontinuance of service will continue only so long as reasonably necessary. Utility will notify Customer of the particular circumstances and the estimated length of time during which service will be curtailed, restricted, or temporarily discontinued, and will make reasonable efforts to resume the acceptance of discharge and treatment of wastewater as soon as possible.

19. Indemnification. Customer will defend, indemnify and hold harmless Utility, its officers, directors, agents, and employees from and against any and all claims, damages, judgments, fines, penalties, assessments, costs and expenses, including attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence or willful misconduct of Customer, its agents, servants, employees, contractors or subcontractors in the execution of, or failure to execute, Customer's obligations under this Agreement; provided, however, that Customer shall not be required to indemnify Utility to the extent of any negligent or wrongful acts of Utility, its officers, directors, agents or employees.

Utility will defend, indemnify and hold harmless Customer, its officers, directors, agents, and employees from and against any and all claims, damages, judgments, fines, penalties, assessments, costs and expenses, including attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence or willful misconduct of Utility, its agents, servants, employees, contractors or subcontractors in the execution of, or failure to execute, Utility's obligations under this Agreement; provided, however, that Utility shall not be required to indemnify Customer to the extent of any negligent or wrongful acts of Customer, its officers, directors, agents or employees.

Each party to this Agreement shall give to the other party promptly and timely written notice of any claim made or any lawsuit instituted coming to the party's notice, which in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party, and each party shall have the right to participate in the defense of such claims or lawsuits to the extent of the party's own interest.

20. Waiver or Relinquishment. The failure of either party to this Agreement to enforce any of the provisions of this Agreement or the waiver in writing by either party of any of its rights under this Agreement in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect. Either Party may waive any provision of this Agreement intended for its benefit, provided, however, such waiver must be in writing and such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement. No failure or delay on the part of a Party in exercising any right, remedy, power, or privilege hereunder and no course of dealing between the Parties shall operate as a waiver or abandonment thereof.

21. Notice. All notices given pursuant to the terms of this Agreement shall be in writing and shall further be deemed to have been duly given: (i) upon personal delivery (including confirmed facsimile or electronic delivery); (ii) three business days after deposit in the United States mail, registered or certified with return receipt requested; or (iii) the next succeeding business day after deposit with a responsible overnight delivery service (similar to UPS and/or Federal Express) for next day delivery to the intended Party at the Party's last known address.

Communications under or relating to this Agreement shall be sent to Customer addressed as follows:

RAUCH North America Inc.
Attn: Jesse King
10501 N. Reems Rd.
Waddell, AZ 85355
Phone: 704-309-0007
Email: jesse.king@rauch.cc

with a copy to:

Fennemore Craig, P.C.
Attn: Patrick Black
2394 East Camelback Road, Suite 600
Phoenix, AZ 85016-3429
Phone: 602-916-5400
Email: pblack@fcjaw.com

Or to such other address or addresses as Customer may advise Utility in writing, and to Utility at:

EPCOR Water Arizona Inc.
Attn: Troy Day, Vice President of Commercial Services and Engineering
2355 West Pinnacle Peak Road, Suite 300
Phoenix, Arizona 85027
Phone: 623-445-2422
Email: Tday@epcor.com

Or to such other address or addresses as Utility may advise Customer in writing.

22. Limitation of Liability, Representations and Warranties. Utility will not be liable to Customer for any incidental, consequential, special, punitive, or other indirect damages, regardless of whether such damages arise under breach of contract, tort, strict liability, or other theory of law. This Agreement, including any reference tariffs, rules and regulations of Utility, and the applicable rules of the ACC, state the entire obligation of Utility and Customer in connection with wastewater treatment and services as described herein. There are no understandings, agreements, representations, or warranties, expressed or implied (including warranties regarding merchantability or fitness for a particular purpose), not specified in this Agreement, the referenced tariffs, rules and regulations, any other referenced or attached documents, or in the applicable rules of the ACC concerning the treatment and provision of wastewater services by Utility to Customer.
23. ACC Authority. Customer understands that the rates, and certain terms governing wastewater services and potable water services are subject to the jurisdiction of the ACC. Nothing contained herein may be construed as affecting or limiting in any way (i) the ability of the ACC to make, or to require either directly or indirectly that Utility make any changes or impose any conditions on such rates, terms or contract provisions, including not limited to those contained in this Agreement; or (ii) the ability of Utility to make unilateral filings for changes in or the imposition of conditions upon its general tariffed rate schedules, terms and conditions that are generally applicable or contract

provisions generally applied in similar service agreements from Utility for wastewater or water. Utility agrees, however, that it will not unilaterally seek or request through the ACC any change or impositions of the wastewater services rates or terms and conditions specifically contained in this Agreement and in effect during any Term of this Agreement relating to the wastewater services. Utility agrees to use commercially reasonable efforts at all times to encourage the ACC to honor the Parties' intent with respect to the terms set forth in this Agreement and will reasonably work with Customer to cause the ACC to respect the parties' intent as set forth in this Agreement.

24. Governing Law. This Agreement and the Parties' respective rights and obligations under this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without giving effect to its conflicts of laws provisions.
25. No Third Party Beneficiaries. This Agreement is solely for the benefit of Utility and Customer, and no cause of action will accrue upon, out of or by reason of this Agreement or for the benefit of any third party. The covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties (or their respective successors and assigns as permitted hereunder).
26. Entire Agreement. This Agreement constitutes the entire agreement and understandings between the Parties regarding the subject matter contained herein, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. To the extent any terms herein contradict the terms set forth in the MXA, the terms of this Agreement shall supersede and control as the same relates solely to the parcel of land upon which the Facility is constructed, and the MXA is deemed amended hereby as the same relates solely to the parcel of land upon which the Facility is constructed.
27. Amendments. This Agreement may not be modified, amended, rescinded, cancelled, or waived, in whole or in part, except by a written instrument signed by both Parties, except as described in Section 15.
28. Assignments. The terms and conditions of this Agreement shall bind and inure to the benefit of the Parties, their successors and assigns and legal representatives. Neither Party hereto shall assign its interests hereunder without first obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided however, that after notifying Customer or Utility of its intent to do so, Customer or Utility may assign its interests under this Agreement to any of its affiliated companies without obtaining the consent of the other Party.
29. Headings. The headings of this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.
30. Relationship. The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Each Party shall be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other Party.
31. Further Assurances. Each Party hereby agrees it shall, from time to time and at such time as may be required, take such further actions and execute such further documents as may be reasonably required and necessary to effectuate the provisions of this Agreement.
32. Time of Essence. Time is of the essence of this Agreement.
33. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which when taken together will constitute one binding contract and instrument. Signatures transmitted electronically or by facsimile, and emailed PDF signatures, shall be valid as originals.

Signed and agreed to by the Parties, effective as of the date first above written:

Utility:

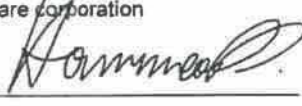
EPCOR WATER ARIZONA INC.,
an Arizona corporation

By: 
Name: Joe Gysel
Title: President

By: 
Name: Tony Scozzalava
Title: CFO

Customer:

RAUCH North America Inc.,
a Delaware corporation

By: 
Name: Dietmar Hammerer
Title: President

By: 
Name: HAROLD KALLMAN
Title: COO

RRB:

RRB Beverage Operations, Inc.,
a Delaware corporation

By: 
Name: Dietmar Hammerer
Title: VP

By: 
Name: HAROLD KALLMAN
Title: COO

JULY, 1st 2020

EXHIBIT A

Delivery Point Description

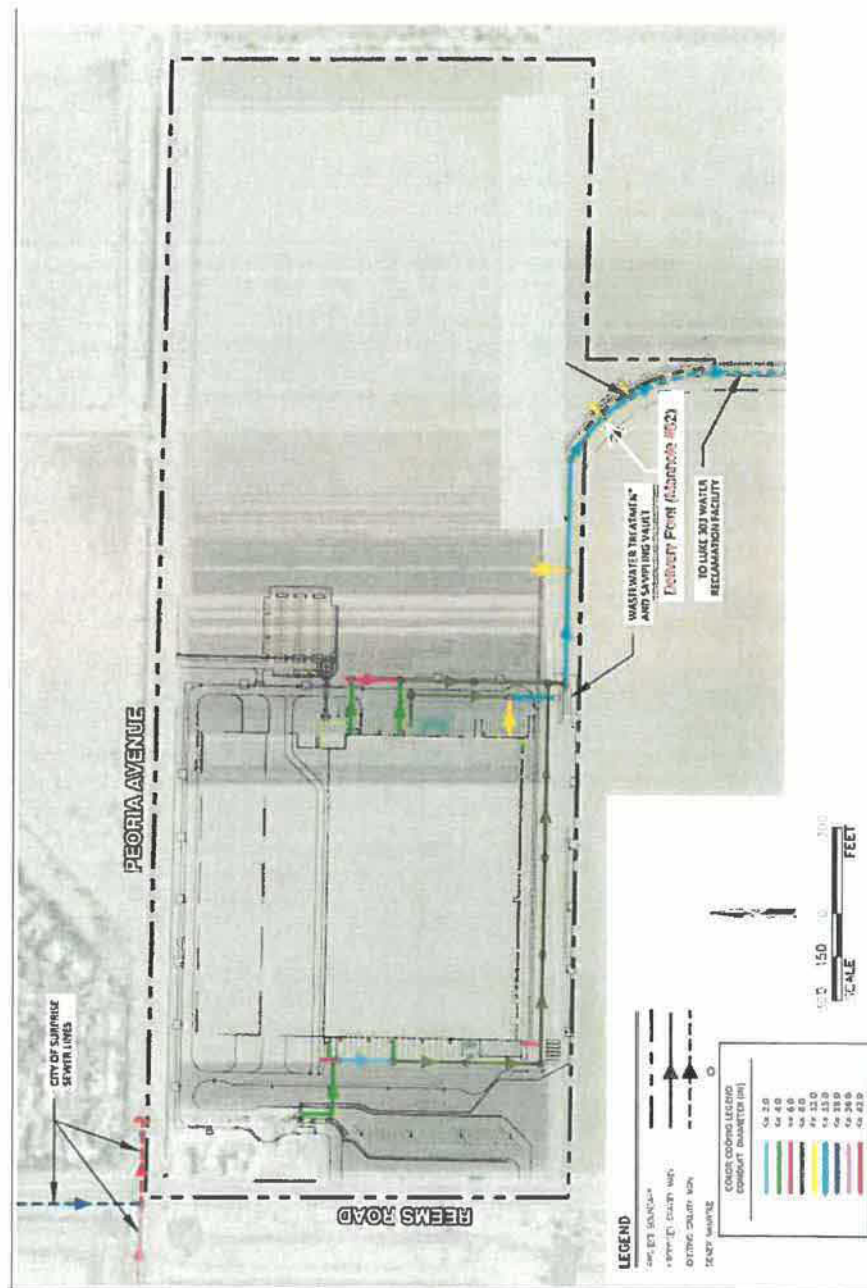


EXHIBIT B

**Wastewater Flow Profile;
Customer Maximum Flow; and
Combined Maximum Flow**

Wastewater Flow Profile

Sept 2020	20,000 gallons per day
Oct 2020	40,000 gallons per day
Nov 2020	100,000 gallons per day
Dec 2020	121,000 gallons per day
Jan 2021	121,000 gallons per day
Feb 2021	150,000 gallons per day
Mar 2021	200,000 gallons per day
Apr 2021	242,000 gallons per day
May 2021 through remaining contract term	302,000 gallons per day

Customer Maximum Flow

Sept 2020	20,000 gallons per day
Oct 2020	40,000 gallons per day
Nov 2020	100,000 gallons per day
Dec 2020	121,000 gallons per day
Jan 2021	121,000 gallons per day
Feb 2021	150,000 gallons per day
Mar 2021	200,000 gallons per day
Apr 2021	242,000 gallons per day
May 2021 through remaining contract term	302,000 gallons per day

Combined Maximum Flow
(Customer plus Other Users)

444,000 gallons per day

EXHIBIT C

Monitoring Point Description

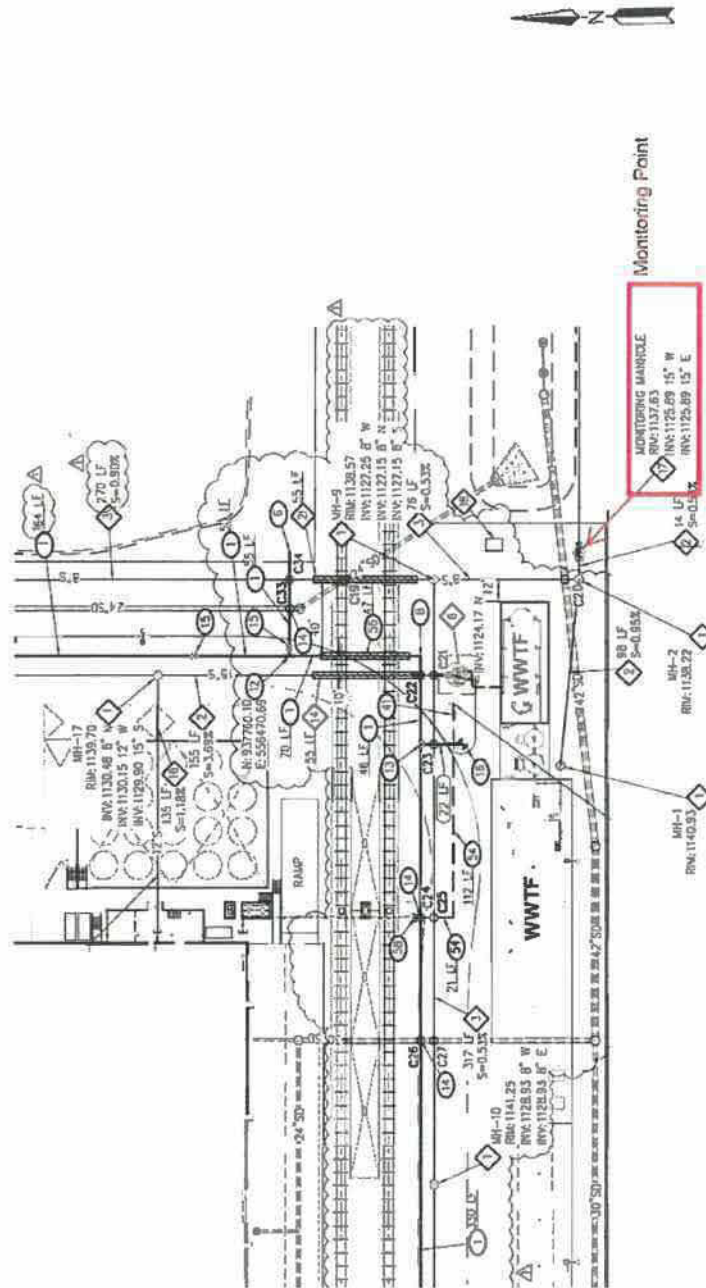


EXHIBIT D

**Construction Costs for Phase 1 of Utility Infrastructure Expansion;
Combined Construction Costs Allocation; and
50% Advance Calculation**

Construction Costs

(for phase 1 of Utility Infrastructure Expansion, inclusive of Package Part)

\$38,900,000

Customer and Other User Combined Construction Costs Allocation

(After receipt of a 50,000 gallon per day credit for existing Utility Infrastructure capacity; $444,000 - 50,000 = 394,000$; $394,000 / 1,250,000 = 31.52\%$)

\$12,261,280 (31.52%)

RRB 50% Advance

\$6,130,640 (subject to true up)

Exhibit C

Agreement BALL METAL

WASTEWATER TREATMENT AND SERVICES AGREEMENT

This WASTEWATER TREATMENT AND SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of the 26th day of June 2020 by and between EPCOR Water Arizona Inc., an Arizona corporation ("**Utility**"), and BALL METAL BEVERAGE CONTAINER CORP., a Colorado corporation, ("**Customer**"). Utility and Customer shall be collectively referred to herein as the "**Parties**".

RECITALS:

- A. Customer is developing a beverage container manufacturing facility on a portion of 132 gross acres at the southeast corner of Reems Road and Peoria Avenue in Glendale, Arizona (the "**Facility**") on land leased from RRB Beverage Operations, Inc. ("**RRB**"). The Facility is located within an area of land that is master-planned for industrial use and within Utility's CC&N (defined below). The Customer's Facility is located on land that is subject to that certain Wastewater Facilities Main Extension Agreement dated October 24, 2012, and recorded as Document No. 2013-0118415 on February 6, 2013 in the official records of Maricopa County, Arizona (the "**MXA**") made by and between the Parties' predecessors-in-interests, and is subject to the Absorption Commitments as described in Section 11 of the MXA.
- B. Utility is a public service corporation within the meaning of Article 15, Section 2, of the Arizona Constitution and is authorized to provide wastewater service within portions of Maricopa County, Arizona, in accordance with a Certificate of Convenience and Necessity ("**CC&N**") granted by order of the Arizona Corporation Commission (the "**ACC**").
- C. As authorized and regulated by the ACC, Utility has a public-service obligation to provide safe and affordable utility wastewater service to the public.
- D. The wastewater flows that are projected to be generated by the Facility, in combination with the flows of Other Users (defined below), exceed the current treatment capacity of Utility's wastewater treatment plant within Utility's Luke 303 wastewater service area. Accordingly, significant expansion of Utility's current wastewater infrastructure (the "**Utility Infrastructure**") is required. In order to meet Customer's time requirements, Utility ordered and will install a 250,000 gallons per day package plant ("**Package Plant**") as part of the first phase of the expansion of the Utility Infrastructure. Utility will order the Package Plant no later than June, 2020. The expansion of the Utility Infrastructure will occur in phases. The first phase of the expansion will increase Utility's total wastewater treatment capacity to 1,250,000 gallon per day (inclusive of the Package Plant). As currently planned, the second phase of the expansion will increase Utility's wastewater treatment capacity another 500,000 gallons per day for a total of 1,750,000 gallon per day.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties, each intending to be legally bound by this Agreement, hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals hereby are deemed true and correct and are incorporated into and made a part of this Agreement.
2. Treatment of Wastewater Flows from Facility. Customer provided a wastewater flow profile from the Facility to Utility's wastewater system as set forth in **Exhibit B** (hereinafter referred to as the "**Wastewater Flow Profile**"), which defines the maximum discharge from Customer (the "**Customer Maximum Flow**") for any 24-hour period within the specific month and year shown. Subject to the terms of this Agreement, Customer agrees to discharge and Utility agrees to receive and treat wastewater from Facility in accordance with the Wastewater Flow Profile at the rates and charges set forth in Sections 6 and 7 of this Agreement. The wastewater treatment capacity of the Package Plant shall be allocated entirely to Customer and any other lessees located on the same land as the Facility ("**Other Users**"), including specifically Rauch North America, Inc., a Delaware corporation

("RNA"). The Customer Maximum Flow together with the maximum flows from Other Users (the "**Combined Maximum Flow**") is shown in **Exhibit B**. Customer shall coordinate with the Other Users to make sure the collective Wastewater Flow Profile for Customer combined with the wastewater flow profile of the Other Users does not exceed the Combined Maximum Flow. Customer acknowledges that Utility is spending significant funds to expand the Utility Infrastructure (including installing the Package Plant) to receive and treat wastewater from Facility in accordance with the Wastewater Flow Profile and is relying on Customer's assurances that it will discharge in accordance with the Wastewater Flow Profile.

- a. Utility shall otherwise receive and treat discharged pretreated wastewater and provide wastewater services to Customer in accordance with the rules and regulations of the ACC and Utility's filed rules of service and tariffs for its Luke 303 wastewater service area, except as otherwise specifically set forth in this Agreement.
- b. In the event Customer desires to increase the Wastewater Flow Profile or raise the Customer Maximum Flow and Combined Maximum Flow, Customer shall submit a written request to Utility stating the requested revised Wastewater Flow Profile and Customer Maximum Flow and Combined Maximum Flow and the justification for the requested adjustment. Utility shall respond within sixty (60) days following receipt of such request and will include a written list of terms and conditions (if any) and schedule that must be satisfied in order to meet the increased flow requested. Such terms and conditions may be supplemented by Utility thereafter as necessary based on its continued review of Customer's request. If Customer's requested increase in Customer Maximum Flow requires installation, expansion or modification to Utility Infrastructure, as determined by Utility, then Utility will determine Customer's allocated costs for any necessary equipment installation or modification in accordance with Utility's rules and regulations for its Luke 303 wastewater service area (or its Arizona wastewater service area should the Luke 303 wastewater service area be consolidated with the Arizona wastewater service area) and in accordance with the terms of Section 6.a below. Any and all associated costs will be allocated to and borne by Customer unless otherwise agreed to by Utility. Upon any adjustment of the Wastewater Flow Profile and/or Customer Maximum Flow, Utility will in good faith determine (as is fair, reasonable and appropriate under the circumstances and taking into consideration the terms of section 6.a below together with the latest rate filings made by the Utility and using the same framework, methodology and fundamental assumptions [including, without limitation, the same return on equity and same after-tax weighted average cost of capital] used to determine the initial Volumetric Charge set forth herein) if the Monthly Payment (defined in Section 7 below) should be changed. Any change to the Monthly Payment following any adjustment of the Wastewater Flow Profile and/or Customer Maximum Flow shall be acknowledged in writing and signed by the Parties. Further, Customer acknowledges that upon any adjustment to Customer Maximum Flow or Combined Maximum Flow, Utility is under no obligation to maintain or reserve any additional capacity in its wastewater system beyond the revised Customer Maximum Flow and Combined Maximum Flow agreed to by the Parties.
- c. Customer is liable to Utility for any direct damage to Utility's equipment, facilities or infrastructure (specifically including labor and material costs associated with repairing such damage and/or replacing or rehabilitating equipment at new cost, not depreciated cost) that results if discharges from Facility exceed the Customer Maximum Flow or Combined Maximum Flow without Utility's express prior written authorization to do so.
- d. Notwithstanding anything to the contrary in this Agreement, Utility will have no obligation under any circumstances to treat any flows; (1) above the Combined Maximum Flow, or (2) that exceed the then current available capacity of the Utility Infrastructure (as expanded from time to time). Utility, however, will have the option to accept any flows above the Combined Maximum Flow, provided that Customer pays the Maximum Flows Exceedance Charge as described in Section 7.d. of this Agreement. The Parties acknowledge that the Package Plant (when installed and operational) together with the existing capacity of the Utility Infrastructure will not be

sufficient to accommodate the combined Wastewater Flow Profiles of Customer combined with the flow from Other Users during certain times in 2021, and the Parties agree to work together in good faith to enter into a separate agreement prior to the completion of the Package Plant to address this issue.

3. Wastewater Point of Delivery. Utility agrees to receive from Facility the Wastewater Flow Profile under this Agreement at a metered delivery point interconnected with Utility's wastewater system as more particularly described on **Exhibit A** attached hereto and incorporated by reference into this Agreement (the "**Delivery Point**").
4. Wastewater Metering. Utility shall provide and maintain appropriate metering facilities at the Delivery Point and shall furnish Customer a monthly statement for the discharge during the preceding month. Utility will be responsible for constructing, operating, and maintaining the meter at the Delivery Point to measure the amount of wastewater discharged from the Customer's Facility to Utility's wastewater system under this Agreement. Customer may review design, location, and installation of the meter. Utility will own, operate, and maintain the meter at its own expense once installed. The meter(s) shall be tested for accuracy by and at the expense of Utility once each calendar year at intervals of approximately twelve (12) months, and a report of such test shall be furnished to Customer within thirty (30) days after completion of the test. In the event the percentage of accuracy of the meter(s) is found to be in excess of the tolerance of five percent (5%), Utility shall calibrate the meter at Utility's sole cost and expense. In addition, Customer may request further meter testing at Customer's sole cost and expense, provided that Customer will provide at least seven (7) calendar days advance notice. For any testing of the meter, Customer will be allowed to witness the calibration. Should the calibration disclose that the meter is inaccurate by over five percent (5%), then an adjustment to the discharge charges shall be debited or credited to Customer in accordance with such corrected calibration.
5. Quality of Wastewater Flow Profile. All wastewater flow discharged from the Customer Facility will be of a certain quality, meaning that certain pretreatment requirements as set forth and outlined in the Industrial Discharge Service Agreement between Customer and Utility (the "**IDSA**") will be met before any discharge is transferred into Utility's wastewater collection system. Utility will have no obligation to accept any wastewater from Customer that does not meet any and all pretreatment requirements as set forth in the IDSA. Customer is liable to Utility for any direct damage to Utility's equipment, facilities or infrastructure (specifically including labor and material costs associated with repairing such damage and/or replacing or rehabilitating equipment at new cost, not depreciated cost) that results if discharges from Facility do not meet the pretreatment requirements set forth in the IDSA. Utility will monitor wastewater flow discharged from Customer's Facility at a specific point before such flow is transferred into Utility's wastewater system (the "**Monitoring Point**") as more particularly described on **Exhibit C** attached hereto and incorporated by reference into this Agreement. If Utility discovers that any wastewater from Customer does not meet the pretreatment requirements set forth in the IDSA, Utility shall immediately notify Customer, and thereafter Customer shall immediately and diligently take steps to correct the issue.
6. Wastewater Utility Infrastructure. In lieu of Customer's payment of an advance in aid of construction for new wastewater utility infrastructure costs, but as a condition to Utility's performance under this Agreement, RNA will pay Utility a refundable advance in aid of construction in two installments, which capital advance will be subject to refund to RNA, in an amount equal to one-half of the costs for planning, designing and constructing the expansion of the Utility Infrastructure needed to serve Customer and Other User (including the installation of the Package Plant), based on the Combined Maximum Flow. Utility's most recent estimated schedule of the total costs (together with RNA's estimated prorated one-time up front capital advance) is set forth in **Exhibit D** attached hereto and incorporated by reference into this Agreement. The Parties acknowledge that the Volumetric Charge set forth in 7.b. has been determined by taking into account RNA's payment of the capital advance (in part on Customer's behalf) and the refund terms associated therewith. Utility will make best efforts to time completion of the Package Plant and other required infrastructure expansion so that Utility can provide wastewater service to Customer when such

service is requested. Customer understands that certain improvements and modifications to the Utility Infrastructure will be sized so as to serve additional residential, commercial, industrial and other customers in addition to Customer. Utility will use commercially reasonable efforts to cause its construction design build team ("**Contractor**") that is completing the phase 1 expansion to the Utility Infrastructure to serve Customer's and Other Users to value engineer the phase 1 and planned phase 2 expansion design and to find other ways to reduce the costs for construction of the phase 1 and planned phase 2 expansion of the Utility Infrastructure and installation of the Package Plant, and agrees that Customer shall be permitted to participate in such process. Within sixty (60) days following completion of the Package Plant, Utility will give notice to Customer of the date the Package Plant is completed. The Parties acknowledge that Contractor will complete the phase 1 expansion of the Utility Infrastructure (including the installation of the Package Plant) pursuant to a Guarantee Maximum Price contract and that the Guarantee Maximum Price will not be finalized until on or about August, 2020. Once the Guarantee Maximum Price has been determined, Utility, RNA and Customer will work together to update the information set forth in **Exhibit D** and to true up the amount of the capital advance payable by RNA, and, if necessary adjust: (1) the amount of the second half of the capital advance that is payable by RNA (in part on Customer's behalf) to Utility within thirty (30) days following the ACC's approval of this Agreement, and (2) the Monthly Payment (provided that Utility shall use the same framework, methodology and fundamental assumptions [including, without limitation, the same return on equity and same after-tax weighted average cost of capital] used to determine the initial Volumetric Charge set forth herein).

- a. Customer and Utility acknowledge that the capital advance and Volumetric Rate are based on the cost for the first phase of expanding the Utility Infrastructure to 1,250,000 gallons per day. Due to economies of scale and the need to install certain infrastructure up front, the planned second phase of the expansion of an additional 500,000 gallons per day of capacity will be constructed at a lower cost on a per-gallon basis, and Customer and Utility agree that, in the event there is ever an increase in the Customer Maximum Flow or Combined Maximum Flow, any additional capital advance and/or change to the Volumetric Charge associated with such increases shall be calculated and priced based on this lower gallon per day capacity second phase expansion cost.

Customer understands and agrees that a portion of the costs to plan, design and construct phase 1 of the expansion of the Utility Infrastructure (including the installation of the Package Plant) to serve Customer and Other Users will be covered by the RNA capital advance and that the remainder of such costs, as well any other costs and expenses to provide wastewater service to Customer are to be paid in accordance with the rates and charges set forth in Section 7 of this Agreement, as the same may be modified as provided herein.

7. Payment for Wastewater Treatment and Services. In addition to the capital advance to be paid by RNA (in part on Customer's behalf), Customer agrees to pay Utility a monthly fee for all wastewater discharged from Facility and treated by Utility (the "**Monthly Payment**"). Utility shall bill Customer for wastewater treatment and service provided on a monthly basis in accordance with the following:

- a. Customer agrees to pay a Basic Service Charge of two thousand six hundred dollars (\$2,600) per month.
- b. Customer agrees to a Volumetric Charge of \$8.57 per 1,000 gallons of wastewater based on the Wastewater Flow Profile (specifically the Customer Maximum Flow) established in accordance with Section 2 of this Agreement.
- c. Thus, Customer agrees to pay a total Monthly Payment based on the following formula :

$$\text{Basic Service Charge} + \text{Volumetric Charge} = \text{Monthly Payment}$$

Customer understands and acknowledges that the Monthly Payment is to ensure the planning, design and construction costs of wastewater infrastructure needs to establish treatment capacity

exclusively used by Customer and not covered by the capital advance are not borne by existing Utility customers.

The Monthly Payment is subject to change in the event Customer seeks to increase the Customer Maximum Flow and/or Combined Maximum Flow and/or the Wastewater Flow Profile in accordance with Section 2 of this Agreement, or as set forth elsewhere in this Agreement, including Sections 6 and 21.

- d. Customer agrees to pay a "**Maximum Flow Exceedance Charge**" for any flows discharged into Utility's wastewater system that exceed the Combined Maximum Flow at the time of the exceedance. Any exceedance over the Combined Maximum Flow shall be calculated daily and billed on a monthly basis, and allocated Between Customer and Other Users based upon the exceedance of the individual user's Wastewater Flow Profile. The Maximum Flow Exceedance Charge will be calculated as a 20% rate premium on flows in excess of Combined Maximum Flow as follows:

$$((\text{Actual Flows} - \text{Combined Maximum Flow}) * \text{Volumetric Charge}) + 20\% * ((\text{Actual Flows} - \text{Combined Maximum Flow}) * \text{Volumetric Charge}) = \text{Maximum Flow Exceedance Charge}$$

8. Late Payment Penalty. A 1% late payment penalty will be applied to any balance not paid within thirty (30) days after the receipt of invoice. In addition, Customer shall indemnify and hold harmless Utility for, from and against any tax related interest, fines and penalties assessed against Utility and other costs and expenses incurred by Utility as a consequence of any late payment by Customer under this Agreement.
9. Other Charges. Customer will also pay its proportionate share of any applicable privilege, sales or use tax as provided for in Arizona Administrative Code R14-2-608(D)(5) and any increases in applicable federal, state or property taxes. Customer will also pay all applicable ACC charges, Arizona Department of Water Resources charges, groundwater savings fees and franchise fees charged by the City of Glendale.

Further, in the event it is determined that all or any portion of Customer's contributions-in-aid-of-construction under this Agreement constitute taxable income to Utility as of the date of this Agreement or at the time Utility actually receives such contribution, Customer will advance funds to Utility equal to the income taxes incurred by Utility as a result of such contribution to the extent permitted under applicable law and in accordance therewith. Such funds shall be paid to Utility within thirty (30) days following Utility's notification to Customer that a determination has been made that any such contributions constitute taxable income, whether by virtue of any determination or notification by a governmental authority, amendment to the Internal Revenue Code, any regulation promulgated by the Internal Revenue Service, or similar change to any statute, rule or regulation relating to this matter. Such notification shall include documentation reasonably necessary to substantiate Utility's liability for income taxes resulting from Customer's contributions in aid of construction under this Agreement. In the event that any such additional funds are paid by Customer, such funds shall also constitute contributions-in-aid-of-construction.

10. Billing and Service Disputes. In the event any portion of any bill from Utility to Customer is in dispute, Customer shall pay both the disputed and undisputed portions when due. If, upon review, the bill is determined to be incorrect, the disputed portion of the bill that was paid will be immediately refunded to Customer. All disputes between the Parties shall be resolved by good faith negotiation of the Parties, and failing such resolution, the Parties shall, before resorting to arbitration, first try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("**AAA**") under its Construction Industry Arbitration Rules or Commercial Arbitration Rules, as appropriate. Any dispute not resolved by mediation will be settled by binding arbitration administered by the AAA in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et. seq. Further, the Parties shall meet periodically to discuss and resolve any issues regarding Utility's

treatment of wastewater discharge from the Customer Facility that may arise from time to time as a result of services provided under this Agreement.

11. Remedies. Subject to the terms of this Agreement, in the event of any breach of this Agreement, the Parties may seek all available remedies at law or in equity. In addition to any other remedy at law or in equity, in the event Customer shall default in the payment of any amounts due (and undisputed) to Utility under this Agreement, then Utility, after (i) providing thirty (30) days prior written notice to Customer of such default and (ii) Customer's failure to cure such default within such thirty (30) day period, shall have the right to temporarily cap the amount of wastewater from Facility discharge into Utility's wastewater system under this Agreement, pending cure of such default by Customer. In the event such default remains uncured for a period of ninety (90) days, then Utility, after giving Customer written notice of its intent to do so, shall have the right to permanently restrict or terminate discharge of wastewater from Facility under this Agreement, in accordance with the rules and regulations of the ACC, and the provisions within Utility's tariffs, rules and regulations applicable to Customer.
12. Term of this Agreement. The initial date of service under this Agreement shall be as established by mutual agreement of the authorized representatives of Utility and Customer (the "**Service Commencement Date**"). The Term of this Agreement shall commence on the Effective Date and terminate 20 years from the Service Commencement Date (the "**Initial Term**"). Three (3) calendar years prior to the expiration of the Initial Term or any renewal of the Term, Parties shall begin to negotiate in good faith to extend this Agreement for at least an additional five (5) years under substantially the same terms and conditions as contained in this Agreement with necessary changes as may be just, reasonable, appropriate and non-discriminatory ("**Renewal Term**"). The negotiations for such extension shall be completed at least one (1) year prior to the expiration of the Initial Term or any Renewal Term.
13. Regulatory Approvals; Effective Date. Pursuant to Arizona Administrative Code A.A.C. R-14-2-212.F.3., this Agreement is contingent on approval by the ACC. This Agreement will not become effective until approved by the ACC, and the effective date will be the date any order is issued by the ACC approving this Agreement or the rates and charges set forth herein (the "**Effective Date**"). Either Party may terminate this Agreement within 30 days' following ACC approval of this Agreement, if the ACC conditions its approval on a modification to this Agreement or otherwise in a manner that is unacceptable to the terminating Party in its sole but commercially reasonable discretion.
14. Force Majeure. Utility is not liable to Customer nor to any other person, firm or corporation whatsoever, for any interruption or failure to provide accept or treat wastewater from Customer in accordance with this Agreement, or for any loss, injury or damage that occurs as a result of the interruption or failure, either directly or indirectly, when the interruption or failure is caused by or results from an Uncontrollable Force including the following:
 - a. Fire, lighting, flood, windstorm, act of God, invasion, terrorist attack, pandemic or force majeure.
 - b. Compliance with any orders, rules, or regulations, whether valid or invalid, of any governmental authority or agency.
 - c. Strikes, lockouts or labor disputes.
 - d. Breakdown, repair or replacement of any machinery, equipment, transmission line, pipeline or other facility.
 - e. Shortage of any water, supplies, material or labor, or where such interruption or failure is directly or indirectly due to any cause not reasonably preventable by Utility or not reasonably within its control.
15. Interruption of Service. Utility may curtail, restrict or temporarily discontinue the treatment of wastewater under the rules and regulations of the ACC, Utility's tariffs governing wastewater service, or as otherwise permitted by law. Any such curtailment, restriction or temporary discontinuance of service will continue only so long as reasonably necessary. Utility will notify

Customer of the particular circumstances and the estimated length of time during which service will be curtailed, restricted, or temporarily discontinued, and will make reasonable efforts to resume the acceptance of discharge and treatment of wastewater as soon as possible.

16. Indemnification. Customer will defend, indemnify and hold harmless Utility, its officers, directors, agents, and employees from and against any and all claims, damages, judgments, fines, penalties, assessments, costs and expenses, including attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence or willful misconduct of Customer, its agents, servants, employees, contractors or subcontractors in the execution of, or failure to execute, Customer's obligations under this Agreement; provided, however, that Customer shall not be required to indemnify Utility to the extent of any negligent or wrongful acts of Utility, its officers, directors, agents or employees.

Utility will defend, indemnify and hold harmless Customer, its officers, directors, agents, and employees from and against any and all claims, damages, judgments, fines, penalties, assessments, costs and expenses, including attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence or willful misconduct of Utility, its agents, servants, employees, contractors or subcontractors in the execution of, or failure to execute, Utility's obligations under this Agreement; provided, however, that Utility shall not be required to indemnify Customer to the extent of any negligent or wrongful acts of Customer, its officers, directors, agents or employees.

Each party to this Agreement shall give to the other party promptly and timely written notice of any claim made or any lawsuit instituted coming to the party's notice, which in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party, and each party shall have the right to participate in the defense of such claims or lawsuits to the extent of the party's own interest.

17. Waiver or Relinquishment. The failure of either party to this Agreement to enforce any of the provisions of this Agreement or the waiver in writing by either party of any of its rights under this Agreement in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect. Either Party may waive any provision of this Agreement intended for its benefit, provided, however, such waiver must be in writing and such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement. No failure or delay on the part of a Party in exercising any right, remedy, power, or privilege hereunder and no course of dealing between the Parties shall operate as a waiver or abandonment thereof.
18. Notice. All notices given pursuant to the terms of this Agreement shall be in writing and shall further be deemed to have been duly given: (i) upon personal delivery (including confirmed facsimile or electronic delivery); (ii) three business days after deposit in the United States mail, registered or certified with return receipt requested; or (iii) the next succeeding business day after deposit with a responsible overnight delivery service (similar to UPS and/or Federal Express) for next day delivery to the intended Party at the Party's last known address.

Communications under or relating to this Agreement shall be sent to Customer addressed as follows:

Ball Metal Beverage Container Corp.
9300 West 108th Circle
Westminster, CO 80021
Attn: Real Estate Dept.
Phone: 303-460-2525
Email: tsilvers@ball.com

With a copy to:

Ball Corporation
9200 West 108th Circle
Westminster, Colorado
Attn: Law Department
Phone: 303-460-2589
Email: katherine.kimball@ball.com

and with a copy to:

Law Offices of Michele Van Quathem, PLLC
7600 N. 15th St., Suite 150
Phoenix, AZ 85020
Phone: (602) 357-7586
Email: mvq@mvqlaw.com

Or to such other address or addresses as Customer may advise Utility in writing, and to Utility at:

EPCOR Water Arizona Inc.
Attn: Troy Day, Vice President of Commercial Services and Engineering
2355 West Pinnacle Peak Road, Suite 300
Phoenix, Arizona 85027
Phone: 623-445-2422
Email: Tday@epcor.com

Or to such other address or addresses as Utility may advise Customer in writing.

19. Limitation of Liability, Representations and Warranties. Utility will not be liable to Customer for any incidental, consequential, special, punitive, or other indirect damages, regardless of whether such damages arise under breach of contract, tort, strict liability, or other theory of law. This Agreement, including any reference tariffs, rules and regulations of Utility, and the applicable rules of the ACC, state the entire obligation of Utility and Customer in connection with wastewater treatment and services as described herein. There are no understandings, agreements, representations, or warranties, expressed or implied (including warranties regarding merchantability or fitness for a particular purpose), not specified in this Agreement, the referenced tariffs, rules and regulations, any other referenced or attached documents, or in the applicable rules of the ACC concerning the treatment and provision of wastewater services by Utility to Customer.
20. ACC Authority. Customer understands that the rates, and certain terms governing wastewater services are subject to the jurisdiction of the ACC. Nothing contained herein may be construed as affecting or limiting in any way (i) the ability of the ACC to make, or to require either directly or indirectly that Utility make any changes or impose any conditions on such rates, terms or contract provisions, including not limited to those contained in this Agreement; or (ii) the ability of Utility to make unilateral filings for changes in or the imposition of conditions upon its general tariffed rate schedules, terms and conditions that are generally applicable or contract provisions generally applied in similar service agreements from Utility for wastewater. Utility agrees, however, that it will not unilaterally seek or request through the ACC any change or impositions of the wastewater services rates or terms and conditions specifically contained in this Agreement and in effect during any Term of this Agreement relating to the wastewater services. Utility agrees to use commercially reasonable efforts at all times to encourage the ACC to honor the Parties' intent with respect to the terms set forth in this Agreement and will reasonably work with Customer to cause the ACC to respect the parties' intent as set forth in this Agreement.

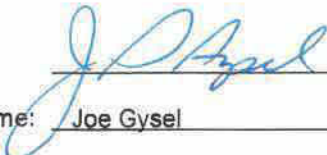
21. Governing Law. This Agreement and the Parties' respective rights and obligations under this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without giving effect to its conflicts of laws provisions.
22. No Third Party Beneficiaries. This Agreement is solely for the benefit of Utility and Customer, and no cause of action will accrue upon, out of or by reason of this Agreement or for the benefit of any third party. The covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties (or their respective successors and assigns as permitted hereunder).
23. Entire Agreement. This Agreement constitutes the entire agreement and understandings between the Parties regarding the subject matter contained herein, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. To the extent any terms herein contradict the terms set forth in the MXA, the terms of this Agreement shall supersede and control as the same relates solely to the parcel of land upon which the Facility is constructed, and the MXA is deemed amended hereby as the same relates solely to the parcel of land upon which the Facility is constructed.
24. Amendments. This Agreement may not be modified, amended, rescinded, cancelled, or waived, in whole or in part, except by a written instrument signed by both Parties, except as described in Section 15.
25. Assignments. The terms and conditions of this Agreement shall bind and inure to the benefit of the Parties, their successors and assigns and legal representatives. Neither Party hereto shall assign its interests hereunder without first obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided however, that after notifying Customer or Utility of its intent to do so, Customer or Utility may assign its interests under this Agreement to any of its affiliated companies without obtaining the consent of the other Party.
26. Headings. The headings of this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.
27. Relationship. The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Each Party shall be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other Party.
28. Further Assurances. Each Party hereby agrees it shall, from time to time and at such time as may be required, take such further actions and execute such further documents as may be reasonably required and necessary to effectuate the provisions of this Agreement.
29. Time of Essence. Time is of the essence of this Agreement.
30. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which when taken together will constitute one binding contract and instrument. Signatures transmitted electronically or by facsimile, and emailed PDF signatures, shall be valid as originals.

[SIGNATURE PAGE FOLLOWS]

Signed and agreed to by the Parties, effective as of the date first above written:

Utility:

EPCOR WATER ARIZONA INC.,
an Arizona corporation

By: 
Name: Joe Gysel
Title: President

By: 
Name: Tony Scozzafava
Title: CFO

Customer:

BALL METAL BEVERAGE CONTAINER CORP.,
a Colorado corporation

By: 
Name: Janice L. Anderson
Title: Vice President, Finance

EXHIBIT A

Delivery Point Description



EXHIBIT B

**Wastewater Flow Profile;
Customer Maximum Flow; and
Combined Maximum Flow**

Wastewater Flow Profile

Nov 2020	35,000 gallons per day
Dec 2020	52,000 gallons per day
Jan 2021	52,000 gallons per day
Feb 2021	105,000 gallons per day
Mar 2021	105,000 gallons per day
Apr 2021	105,000 gallons per day
May 2021	120,000 gallons per day
June 2021 through remaining contract term	142,000 gallons per day

Customer Maximum Flow

Nov 2020	35,000 gallons per day
Dec 2020	52,000 gallons per day
Jan 2021	52,000 gallons per day
Feb 2021	105,000 gallons per day
Mar 2021	105,000 gallons per day
Apr 2021	105,000 gallons per day
May 2021	120,000 gallons per day
June 2021 through remaining contract term	142,000 gallons per day

Combined Maximum Flow

(Customer plus Other Users)

444,000 gallons per day

EXHIBIT C

Monitoring Point Description



EXHIBIT D

Construction Costs for Phase 1 of Utility Infrastructure Expansion; Combined Construction Costs Allocation; and 50% Advance Calculation

Construction Costs

(for phase 1 of Utility Infrastructure Expansion, inclusive of Package Pant)

\$38,900,000*

Customer and Other User Combined Construction Costs Allocation

(After receipt of a 50,000 gallon per day credit for existing Utility Infrastructure capacity; $444,000 - 50,000 = 394,000$; $394,000 / 1,250,000 = 31.52\%$)

\$12,261,280 (31.52%)*

RNA 50% Advance

\$6,130,640*

*(subject to true up)

February 2, 2023

Mr. Eric Anderson
Executive Director
Maricopa Association of Governments
302 North 1st Avenue, Suite 300
Phoenix, AZ 85003

RE: Expansion – MAG 208 Water Quality Management Plan
EPCOR Water Arizona Inc. Luke 303 Corridor - Letter of Agreement

Dear Mr. Anderson:

The City of Surprise has submitted a request for MAG 208 Expansion of the Clean Water Act Section 208 Water Quality Management Plan (WQMP) as Amended, for the City's Special Planning Area 1 Water Quality Master Plan. This project is located within the City of Glendale and presently served by EPCOR Water Inc.

The City of El Mirage has reviewed the proposed expansion application and is in agreement with the expansion.

Sincerely,



J. Crystal Dyches

Manager, City of El Mirage

EXHIBIT C

LOCATION AND DEPICTION OF POINT OF COLLECTION

Detailed Plans on file with City of Surprise Clerk's Office. Please reference:

Rauch Interim Lift Station Plans

EPCOR Project 1015480

Prepared by: Dibble Engineering

Dated: December 2022

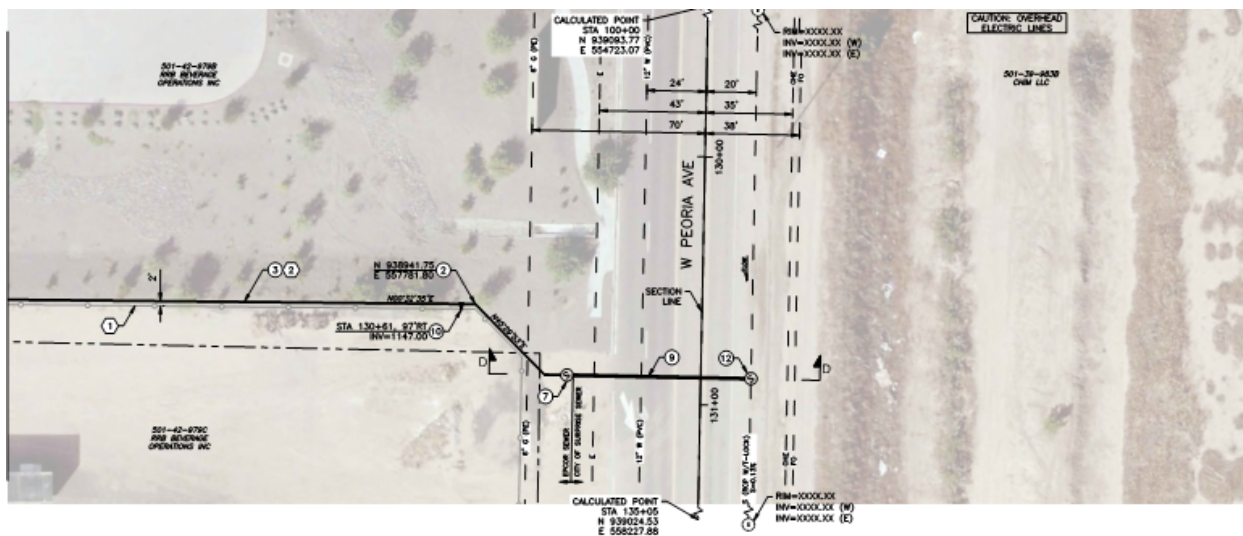


EXHIBIT D
Discharge Limitations & Monitoring Requirements

Table 1 – Pretreatment System Pretreatment Discharge Discharge Limitation and Monitoring Requirement			
Parameter	Daily Maximum	Sample Type	Monitoring Frequency
pH *	6.5 – 9.0 S.U. (Min/Max for any time)	Continuous	Continuous
Chemical Oxygen Demand (COD) *	***	Continuous	Continuous
Conductivity *	***	Continuous	Continuous

Table 2 – Control Manhole Total Flow Effluent Limitations Discharge Limitation and Monitoring Requirement			
Parameter	Daily Maximum	Sample Type	Monitoring Frequency
pH *	6.5 – 9.0 S.U. (Min/Max for any time)	Continuous	Continuous
pH**	6.5 – 9.0 S.U. (Min/Max for any time)	Grab	Weekly
Arsenic (Total)	0.4 mg/l	Composite	Monthly
Biological Oxygen Demand (BOD)	250 mg/l	Composite	Weekly
Chromium (Total)	1.4 mg/l	Composite	Monthly
Copper (Total)	1.7 mg/l	Composite	Monthly
Chemical Oxygen Demand (COD)	***	Composite	Weekly
Conductivity *	***	Continuous	Continuous
Nickel (Total)	5.0 mg/l	Composite	Monthly
Selenium (Total)	0.5 mg/l	Composite	Monthly
Total Suspended Solids (TSS)	500 mg/l	Composite	Weekly
Total Dissolved Solids (TDS)	2500 mg/l	Composite	Weekly
Temperature	150° F	Continuous	Continuous
Flow *	****	Metered	Continuous

RESOLUTION # 2023-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN AGREEMENT WITH EPCOR FOR THE TEMPORARY TREATMENT OF INDUSTRIAL WASTEWATER

WHEREAS, City of Surprise is authorized to enter into this Agreement pursuant to A.R.S. §§ 9-240, 276, 511 et seq.;

WHEREAS, EPCOR is a public service corporation within the meaning of Article 15, Section 2, of the Arizona Constitution and is authorized to provide wastewater service within and adjacent to portions of the City, in accordance with a Certificate of Convenience and Necessity ("CC&N") granted by order of the Arizona Corporation Commission ("ACC");

WHEREAS, EPCOR has been receiving and treating industrial wastewater from RRB Operations, Inc. and RAUCH North America, Inc., both of which are Delaware Corporations ("Red Bull"). Red Bull operates a beverage manufacturing facility within adjacent to the City's southern municipal boundary and within EPCOR's Luke 303 wastewater service area;

WHEREAS, EPCOR does not have the capacity in its Luke 303 Regional Water Reclamation Facility to treat all of Red Bull's industrial wastewater discharge, and has requested that the City accept and treat up to 500,000 gallons per day ("gpd") at the City's SPA 1 Water Reclamation Facility ("WRF") on a temporary basis while EPCOR expands its ability to accept and treat Red Bull's wastewater discharge;

WHEREAS, in order to treat wastewater originating within EPCOR's service area and authorized by its CC&N, the City must file for a temporary 208 permit from the Maricopa Association of Governments ("MAG"). EPCOR has taken necessary steps to support City's application to obtain (temporary) MAG 208 approval, including obtaining the requisite letters of support from Red Bull, EPCOR, ACC, the City of Glendale, and/or all other necessary signatories; and

WHEREAS, in exchange for EPCOR's payment of the City's current volumetric rate for industrial wastewater service of \$6.60 per 1,000 gallons plus the base service charge for an 8-inch service lateral (subject to increase by City), and based on the SPA 1 WRF treatment capacity, current flows, projected future flows, and other applicable calculations, the City's Water Resource Management Department has determined that the City may safely receive and treat up to 500,000 gpd of industrial wastewater discharge from Red Bull for a temporary term of three to five years.

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

Section 1. That the EPCOR Temporary Treatment Agreement attached hereto as Exhibit A is hereby approved;

Section 2. That the City Manager and/or his designee may take all steps necessary to carry out the purpose of this Resolution and the attached EPCOR Temporary Treatment Agreement, including making the necessary application(s) for approval to MAG and/or other controlling governmental units.

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
EPCOR Temporary Treatment Agreement



SURPRISE
ARIZONA

EPCOR Temporary Wastewater Agreement

January 3, 2023

City Council





Agreement Overview

- EPCOR Sewer Service Area
 - Glendale Planning Area
 - Peoria Ave. Sewer Interceptor
 - 500,000 Gallons Per Day
 - \$6.60 per 1,000 Gallons
 - Water Quality & Regulatory Approvals
 - Senate Bill 1171
- 