



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

Tuesday, May 7, 2019 @ 6:00 PM
COUNCIL CHAMBERS

Amended item #20 on 5/6/19 at 3:20 PM - added roman numeral "V" to the agenda wording FGR Investments V, LLC

- A. Call To Order
- 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 pertaining to amending the Fiscal Year 2019 budget by reallocating appropriations of \$4,000 from contingency within the Grants Fund to FFY19 GOHS Buckle Up Arizona! Click It Or Ticket Grant for overtime expenses to enforce seat belt and child passenger safety laws; Resolution #2019-28.	None Terry Young Police
2.	Internal	Consideration and action pertaining to the renewal of the AZ Internet Crimes Against Children (ICAC) Task Force Intergovernmental Agreement and amending the Fiscal Year 2019 budget by reallocating appropriations of \$5,000 from contingency within the Grants Fund to FY19 AZ ICAC within the Grants Fund to cover the projected expenditures associated with ICAC related travel and training; Resolution #2019-38.	None Terry Young Police
3.	Internal	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 budget by reallocating appropriations in the amount of \$3,000 from Contingency to the Walmart Grant Emergency Assistance Program and \$2,000 from Contingency to the Walmart Grant Police Explorer Program; Resolution #2019-34.	None Michael Donovan Police
4.	Citywide	Consideration and action pertaining to an Intergovernmental Agreement (IGA) authorizing Maricopa County Community College District (MCCCD) students in the medical technician program to participate in medical calls with the Surprise Fire-Medical Department (SFMD); Resolution #2019-45.	None Tom Abbott Fire - Medical
5.	District 2	Consideration and action declaring City's intention to enlarge the "Surprise Valley Station Lighting Improvement District" an existing lighting improvement district pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2019-35.	None Mike Gent Public Works
6.	District 1	Consideration and action pertaining to conditional acceptance of the maintenance of the streets and public utility improvements at Austin Ranch West Parcel 6, generally located at North 183rd Avenue and West Via Montoya Drive; Resolution #2019-47.	None Mike Gent Public Works
7.	Internal	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 Capital and Operating List of Items Over \$50,000 to include the purchase four Citizens Patrol vehicles that were already budgeted in the existing FY2019 budget; Resolution #2019-48.	None Terry Young Police
8.	District 4	Consideration and action pertaining to approval of the Final Plat entitled "Dental Depot" dated December 21, 2018, a property generally located north of Greenway Road and east of Litchfield Road.	Sergio Angulo Community Development

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| 9. | District 1 | Consideration and action pertaining to vacating the City's interest in a portion of a Public Roadway (unnamed) within Section 14, Township 4 North, Range 2 West Generally Located West of 178th Avenue, South of Williams Road; Resolution #2019-32. | None

Chris Boyd
Community Development |
| 10. | Citywide | Consideration and action on the April 16, 2019 Regular City Council Work Session, Regular City Council Meeting and Executive Session. | None

Sherry Aguilar
City Clerk |
| 11. | District 1 | Consideration and action on a Series 12 Restaurant/Interim Permit liquor license request for Bens Pizza - 16630 W Greenway Road Suite 326, Surprise, AZ. 85388. . | None

Sherry Aguilar
City Clerk |
| 12. | District 5 | Consideration and action on a liquor license (New-Series 12) for Ugly Tuna Sushi - 15459 W Bell Road #113, Surprise, AZ. 85374. | None

Sherry Aguilar
City Clerk |
| 13. | Citywide | Consideration and action pertaining to authorizing civil litigation to redress the damages the City of Surprise has, and will sustain, due to the wrongful manufacture and distribution of prescription opiates. | None

Robert Wingo
Legal |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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| 14. | District 1 | Consideration and action pertaining to approval of the Preliminary Plat entitled, "Desert Oasis-Parcel B9" dated February 15, 2019, a property generally located west of 163rd Avenue and north of Grand Avenue; Resolution #2019-56. | None

Sergio Angulo
Community Development |
| 15. | District 3 | Consideration and action regarding a Zone Change from Residential Ranch (RR) to approx. 18.9 acres of Medium Density Residential (RM-6) with a Planned Unit Development (PUD) Overlay; approx. 22.0 acres of Medium Density Residential (RM-9) with a Planned Unit Development (PUD) Overlay; and approx. 23.0 acres of Residential High (RH-15) with a Planned Unit Development (PUD) Overlay for Rancho TruGold. Planning case # FS18-386; Ordinance 2019-06. | None

Robert Kuhfuss
Community Development |
| 16. | District 3 | Consideration and action pertaining to approval of the Preliminary Plat entitled, "Rancho Trugold" and dated February 6, 2019, a property located in the RM-6 and RM-9 PUD zoning districts of Rancho TruGold - Resolution No. 2019-57. | None

Robert Kuhfuss
Community Development |
| 17. | District 1 | Consideration and action pertaining to approval of the Preliminary Plat entitled, "Heritage Asante -Parcel 3" dated February 8, 2019, a property generally located west of 163rd Avenue and north of Grand Avenue. | None

Sergio Angulo
Community Development |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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|-----|------------|--|--|
| 18. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "Heritage Asante – Parcel 3" and dated February 8, 2019, a property generally located north of Grand Avenue and west of 163rd Avenue. | None

Sergio Angulo
Community Development |
| 19. | District 1 | Consideration and action pertaining to the approval of a Pre-Annexation Development Agreement with Arizona State Lands Department (ASLD) for the proposed annexation of approximately 360 acres generally located at the southeast corner of N 163rd Ave and Lone Mountain Road and north of Dixileta Road, annexation case FS18-417; Resolution #2019-43. | None

Joshua Mike
Community Development |
| 20. | District 1 | Consideration and action pertaining to the approval of a Pre-Annexation Development Agreement with Marisol 163, LLC and FGR Property Investments V, LLC for the proposed annexation of approximately 634 acres generally located at the northeast corner of N 163rd Ave and Lone Mountain Rd, annexation case FS18-417; Resolution #2019-42. | None

Joshua Mike
Community Development |
| 21. | Citywide | Consideration and action pertaining to the City of Surprise affirming its support for a regional model that addresses homelessness in Surprise and throughout the far northwest valley; Resolution #2019-44. | None

Seth Dyson
Human Svcs and Comm Vitality |
| 22. | Citywide | Consideration and action adopting the tentative expenditure limitation budget for FY2020 and authorizing publication of said tentative budget; Resolution # 2019-55. | None

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

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

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));

- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Amended 5/6/19 at 3:20 PM

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: May 7, 2019
Submitting Department: Police
Staff Recommendations: None

Contact Person: Terry Young, POLICE CHIEF
District: Internal

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

Consideration and action pertaining to amending the Fiscal Year 2019 budget by reallocating appropriations of \$4,000 from contingency within the Grants Fund to FFY19 GOHS Buckle Up Arizona! Click It Or Ticket Grant for overtime expenses to enforce seat belt and child passenger safety laws; Resolution #2019-28.

Motion:

I move to approve Resolution #2018-28.

Background:

The City of Surprise applied for and was awarded a \$4,000 grant from the Governor's Office of Highway Safety for overtime expense to enforce seat belt and child passenger safety laws as part of the national Click It Or Ticket Campaign.

Objective Analysis:

This grant will provide overtime funding for occupant protection enforcement efforts. Such enforcement will contribute to fewer and less severe injuries of our citizens if involved in traffic accidents. The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

This grant is consistent with the City's past practice of enforcing City traffic laws and enhancing seat belt and child passenger safety enforcement efforts in the City of Surprise.

Financial Impact:

This is a one-time grant award totaling \$4,000.

Budget Impact:

Acceptance of this grant will reallocate appropriations in the amount of \$4,000 from the Grants Fund to FFY19 GOHS Buckle Up AZ! Click It Or Ticket Enforcement Campaign OT within the Grants Fund to cover the projected overtime expenses for additional occupant protection enforcement. This allocation does not represent an actual transfer of funds, but only a transfer of spending authority.

FTE Impact:

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

ATTACHMENTS:

1. Buckle Up AZ Award Letter
 2. Buckle Up AZ Contract 2019
 3. RESOLUTION 2019-28
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DOUGLAS A. DUCEY
GOVERNOR

ALBERTO C. GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

March 29, 2019

Chief Terry Young
Surprise Police Department
14250 W. Statler Plaza, Suite 103
Surprise, Arizona 85374

PROJECT REFERENCE:

Contract Number: 2019-CIOT-024
Total Estimated Costs: \$4,000.00
Purpose of Project: Buckle Up Arizona (Click it or Ticket) Enforcement Overtime

Re: Funding for the FFY 2019 "Buckle Up Arizona...It's the Law!" Enforcement Campaign

Dear Chief Young:

Every year law enforcement agencies across Arizona conduct a two-week enforcement campaign focusing on enforcing Arizona's safety belt and child passenger safety laws. This campaign "Buckle Up Arizona...It's the Law!" is part of the national "Click it or Ticket" campaign.

The Governor's Office of Highway Safety ("GOHS") has selected your agency to receive funding to conduct enforcement of Arizona's safety belt and child passenger laws during this year's campaign, from May 20, 2019 through June 2, 2019. You have been selected to receive funding in part based on your agency's participation last year and your continued stellar effort on enforcing traffic laws. As you know, Arizona has a secondary seat belt law, it is important that this is communicated in any pronouncements of this funding.

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

Please complete the following steps:

1. Have your fiscal staff complete the Reimbursement Instructions (page 22);
2. As Project Director, sign and date the signature page (page 23) :
3. Return all signed copies of the Contract to 1700 West Washington Street, Executive Tower Suite 430, Phoenix, AZ 85007. **If you agency needs an original copy back, please make copies otherwise it will be emailed once executed.**

Please do not incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Thank you for your participation in this campaign. If you have any questions, please feel free to contact me directly.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Date 4-1-19

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.616

1. APPLICANT AGENCY Surprise Police Department	GOHS CONTRACT NUMBER 2019-CIOT-024
ADDRESS 14250 W. Statler Plaza, Suite 103, Surprise, Arizona 85374	PROGRAM AREA 405b
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT Mike Robbins
ADDRESS 16000 N. Civic Center Plaza, Surprise, Arizona 85374	3. PROJECT TITLE Buckle Up Arizona Enforcement Campaign (CIOT)
4. GUIDELINES 405b – Occupant Protection (OP)	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405b funds will support Personnel Services (Overtime) and Employee Related Expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from May 20, 2019 through June 2, 2019 to enhance seat belt and child safety seat usage throughout the City of Surprise.	
6. BUDGET COST CATEGORY	Project Period FY 2018
I. Personnel Services	\$4,000.00
II. Employee Related Expenses (0%)	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$4,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 06-02-19

CURRENT GRANT PERIOD FROM: 05-20-19 TO: 06-02-19

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$4,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Motor vehicle collisions continue to be the leading cause of death, injury and property damage in Arizona and the United States. A number of factors contribute to the risk of collision including; vehicle design, speed of operation, road design, road environment, driver skill and/or impairment and driver behavior. The human factor that has been consistently identified in reducing collisions and minimizing their effects is consistent usage of seat belts and child safety seats.

According to the Arizona Motor Vehicle Crash Facts, there were 919 vehicle occupants (driver/passenger) fatalities in 2017, of which 312 (**34%**) were unrestrained. Children under the age of five accounted for 2 passenger fatalities in 2017, of which 2 (**100%**) were unrestrained.

In 2017, seat belt usage in Arizona reached **85.9%**, a decrease of **.2%** since 2016. The noted decrease is attributed partly to the Arizona Governor's Office of Highway Safety (GOHS) funded statewide enforcement campaigns, enhanced earned media, and extensive outreach support of educational and public awareness activities.

The summary of the 2014 through 2018 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2014	2015	2016	2017	2018
Total Front Seat Occupants Seat Belt Use	87.2%	86.6%	88.0%	86.1%	85.9%
All Drivers Seat Belt Use	87.1%	87.1%	88.2%	86.1%	88.4
Front Seat Passenger Seat Belt Use	87.7%	84.8%	87.3%	86.0%	90.8
Children Safety Restraint Use	N/A	N/A	N/A	N/A	N/A

Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. According to the Center for Disease Control and Prevention, seat belt use reduces serious crash-related injuries and deaths by about **50%**. The proper and consistent use of Child Safety Seats has been found to reduce the risk of fatal injury by **71%** for infants (younger than 1-year-old) and by **54%** for toddlers (1 to 4 years old) in passenger cars. Properly installed booster seats reduce the risk for serious injury by **45%** among children ages 4 to 8-year-old.

Numerous factors affect the occupant protection enforcement program in Arizona:

- Arizona presently conducts enforcement under a secondary seat belt law and a primary child safety seat law
- Arizona currently exceeded the national average seat belt usage rate of 87% in 2014
- Arizona continues to develop and expand a highly visible Occupant Protection Enforcement Program

Selective Traffic Enforcement Programs (STEP) is a proven approach that can be used to quickly change motorists' behavior in a short period of time. This particular STEP is a widely-publicized enforcement campaign focused on changing a particular behavior among motorists.

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the **"Buckle Up Arizona... It's the Law!"** program, which has been an effective enforcement message in a secondary law state.

This program unites state-wide law enforcement agencies to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

OVERVIEW OF PROGRAM:

Federal 405b funding will support Personnel Services (Overtime) and Employee Related Expenses to participate in the national two-week **"Buckle Up Arizona"** enforcement campaign from **May 20, 2019 through June 2, 2019**.

The purpose of the campaign is for the Surprise Police Department to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The Surprise Police Department will participate in other educational and public awareness activities to support the enforcement component.

Occupant protection usage surveys will be conducted subsequent to the enforcement campaign by an independent research organization to analyze the effectiveness of the program. Results will be provided to the respective law enforcement agency upon receipt of the completed study.

GOALS/OBJECTIVES:

The Surprise Police Department is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws
- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities
- The Surprise Police Department shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)

- The Surprise Police Department is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities
- The Surprise Police Department shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.
- The Surprise Police Department shall submit a Final Enforcement Summary Report to GOHS no later than **June 7, 2019.**
- The Surprise Police Department shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by **June 14, 2019.**
- The Surprise Police Department shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency

MEDIA RELEASE

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

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for two-week Buckle Up Arizona Enforcement Campaign from May 20, 2019 through June 2, 2019

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

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety. A sample press release for the Buckle Up Arizona Campaign will be provided to the agency.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

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

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

FINAL ENFORCEMENT SUMMARY REPORT:

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than **June 8, 2017**, to the Governor's Office of Highway Safety.

FINAL STATEMENT OF ACCOMPLISHMENTS:

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than **June 14, 2019**, to the Governor's Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor's Office of Highway Safety project coordinator to determine the effectiveness of the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.

In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on June 3, 2018 of that or subsequent year as indicated on the Highway Safety Contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$4,000.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS**\$4,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of **\$4,000.00**.

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

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

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

XI. Non-Discrimination

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

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations

for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *DUNS Number:*

(DUNS #)

(Registered Address & Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

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

Bob Wingenroth, City Manager
City of Surprise

Date

Telephone

Date

Telephone

RESOLUTION # 2019-28

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND AMENDING THE FISCAL YEAR 2019 BUDGET FOR RECEIPT OF GRANT FUNDING BY REALLOCATING APPROPRIATIONS OF \$4,000 FROM CONTINGENCY WITHIN THE GRANTS FUND TO FFY19 GOHS BUCKLE UP AZ WITHIN THE GRANTS FUND.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon highway safety;

WHEREAS, GOHS has offered the City of Surprise an award in the amount of \$4,000 for overtime reimbursement to enforce seat belt and child passenger safety laws as part of the 2019 Buckle Up AZ (Click it or Ticket) seatbelt enforcement campaign;

WHEREAS, the City of Surprise Police Department desires to accept the award;

WHEREAS, the FY2019 budget was adopted by Council Resolution #2018-78 on June 5, 2018;

WHEREAS, these actions will necessitate a budget amendment; and

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

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

Section 1. The City is hereby authorized to accept a grant award in the amount of \$4,000 from the Governor's Office of Highway Safety for the City of Surprise Police Department to enforce Arizona's safety belt and child passenger safety laws as part of the 2019 Buckle Up AZ! Click it or Ticket seatbelt enforcement campaign.

Section 2. That the City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said grants and related contracts.

Section 3. 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, 2018 through June 30, 2019.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-28

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$4,000 from Contingency within the Grants Fund to FFY19 GOHS Buckle Up AZ within the Grants Fund to cover projected overtime expenditures for additional traffic safety, seat belt and child passenger safety law enforcement. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31381 FFY19 GOHS Buckle Up AZ	E		4,000	4,000
Grants	Police	#G31381 FFY19 GOHS Buckle Up AZ	R		4,000	4,000
Grants	General Operations	Contingency	E	20,556,500	(4,000)	20,552,500
Grants	General Operations	Other	R	19,339,600	(4,000)	19,335,600
Expense Total				20,556,500	-	20,556,500
Revenue Total				19,339,600	-	19,339,600



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019
Submitting Department: Police
Staff Recommendations: None

Contact Person: Terry Young, POLICE CHIEF
District: Internal

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

Agenda Wording:

Consideration and action pertaining to the renewal of the AZ Internet Crimes Against Children (ICAC) Task Force Intergovernmental Agreement and amending the Fiscal Year 2019 budget by reallocating appropriations of \$5,000 from contingency within the Grants Fund to FY19 AZ ICAC within the Grants Fund to cover the projected expenditures associated with ICAC related travel and training; Resolution #2019-38.

Motion:

I move to approve Resolution #2019-38.

Background:

The City of Phoenix is the lead AZ Internet Crimes Against Children (ICAC) Task Force Agency and Primary Grantee in the US Department of Justice program, Office of Juvenile Justice and Delinquency Prevention grant that is designed to enhance enforcement of the laws regarding internet crimes against children. The Surprise Police Department desires to enhance the quality of its investigations and handling of ICAC crimes by participating in both the ICAC Task Force and the grant. The Surprise Police Department wishes to renew this agreement which will remain in effect for three (3) years after the IGA becomes effective. In addition, the City of Surprise Police Department has been awarded \$5,000 for the reimbursement of ICAC-related travel and training.

Objective Analysis:

This agreement allows the Surprise Police Department to assist the AZ ICAC Task Force in its efforts to deter the sexual exploitation of minors and the utilization of the internet to seek children as sexual victims. One benefit of this relationship will be the reimbursement of ICAC travel and training related costs..

Policy Compliant:

The City regularly partners with other government entities when it is beneficial to do so. This action is compliant with City and Council Policy.

Financial Impact:

This is a one-time award totaling \$5,000. This action will allow for the acceptance of up to \$5,000 in reimbursement funds for ICAC-related travel and training.

Budget Impact:

This item was not included as part of the FY2019 budget. Acceptance of these funds will amend the budget and reallocate appropriations in the amount of \$5,000 from Contingency within the Grants Fund to FY19 AZ ICAC within the Grants Fund to cover the projected expenditures associated with ICAC related travel and training.

These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

FTE Impact:

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

ATTACHMENTS:

1. 2019 ICAC FUNDING LETTER
 2. 2019 AZ ICAC IGA - PHOENIX & SURPRISE
 3. Resolution 2019-38
-



City of Phoenix

January 29, 2019

Chief Terry Young
Surprise Police Department
14250 West Statler Plaza, Suite 103
Surprise, AZ 85374

Dear Chief Terry Young:

We are pleased to inform you the Arizona Internet Crimes Against Children (ICAC) Task Force sub-award funding request is approved in the amount of \$5,000.00 for the Surprise Police Department. You will be notified when additional funding opportunities for training and/or equipment purchases are available in the future.

During our application process, we had an overwhelming response from affiliates requesting funding. We are distributing as much funding as possible with the resources received.

Enclosed you will find two original Intergovernmental Agreements to be reviewed and approved by your organization. Please to do not make any revisions to the agreement. Should you have any concerns with the content of the agreement, please contact Sergeant Michael Thorley at michael.thorley@phoenix.gov. Please return both agreements with original signatures, as photocopies will not be accepted. Signed agreements can be mailed to:

Sergeant Michael Thorley
Phoenix Police Department
2120 N Central Avenue, Suite 100
Phoenix, AZ 85004

IMPORTANT REMINDERS:

1. Sub-award funds must be used for directly-related costs, such as training, investigations, computer forensics, and public awareness in connection with Internet Crimes Against Children (ICAC).
2. Minor deviations from your sub-award requests are permissible if the final purchases are related to the ICAC requirements stated in Item #1.
3. This is a reimbursement program. As such, your agency must first purchase the equipment or training, and then submit receipts to Phoenix Police Department ICAC Contract Specialist Jessie Webb via email at jessie.webb@phoenix.gov.
4. In order to be eligible for reimbursement, all travel related to ICAC training must be conducted in accordance with the State of Arizona Travel Policy.
5. Monthly progress reports for your agency's activities related to ICAC investigations, training, and public awareness are **REQUIRED** and must be entered by your agency into the ICAC Data System website at www.icacdatasystem.com no later than the 10th day of the following month.

Sincerely,

JERI L. WILLIAMS
Police Chief



CHRISTINA D. GONZALES
Commander
Family Investigations Bureau

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Enclosure:

Intergovernmental Agreement (2)

ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Intergovernmental Agreement

Between

**Phoenix Police Department (Primary Grantee) /
Arizona ICAC Task Force Lead Agency**

and

Surprise Police Department (Affiliate Agency)

THIS Intergovernmental Agreement ("IGA") is entered into between the City of Phoenix, Arizona, through the Phoenix Police Department ("PPD" or "Primary Grantee"), and the City of Surprise, Arizona through the Surprise Police Department ("Affiliate Agency").

I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (I), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force ("ICAC Task Force") Lead Agency, is the recipient of the United States Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant regarding Internet Crimes Against Children ("ICAC"). The Task Force utilizes the grant, and funding from the Arizona Attorney General's Office, for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this IGA are known as "Affiliate Agencies".

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of the Internet Crimes Against Children Task Force, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance to the Affiliate Agency, on a reimbursable basis, through various funding sources.

1.4 Whereas the OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the development of an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses;
- (4) Enhance the nationwide response to ICAC offenses; and
- (5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

II. PURPOSE

2.1 The purpose of this IGA is to provide funding for the Affiliate Agency, on a reimbursable basis, to support their efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.3 Additionally, this IGA defines the responsibilities of the Affiliate Agency with the ICAC Task Force.

III. RESPONSIBILITIES

3.1 Affiliated ICAC Task Forces may include investigators, supervisors or prosecutors from various local, state, and federal law enforcement agencies who provide assistance, subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors, which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

- (1) Conduct undercover ICAC investigations; and
- (2) Conduct reactive investigations for which venue lies within the agency's jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CyberTip referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations, and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations;
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating investigations; and
- (3) ICAC investigations shall also be governed by the national ICAC program's Standard Operating Procedures (Attachment A).

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The Affiliate Agency agrees to use the guidelines in the ICAC Standard Operating Procedures (Attachment A) to prioritize cases.

3.9 An additional secondary role of the Affiliate Agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

IV. DURATION AND TERMINATION

4.1 This IGA shall become effective upon the date of the last signature of the executing parties. This IGA will remain in effect for three (3) years after the IGA becomes effective, unless the agreement is terminated in writing by either party upon thirty (30) day notice.

4.2 Violation of the ICAC Standard Operating Procedures (Attachment A) is considered a material breach of this agreement and cause for cancellation of Affiliate Agency's affiliation with the Arizona ICAC Task Force. Upon discovering a violation and notifying the Affiliate Agency, the Primary Party may cancel the contract and rescind any funding under this agreement.

V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the IGA, subject to penalties up to, and including, termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this IGA to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Communication between state and local government agencies and federal immigration authorities; compliance. As required by 8 U.S.C. § 1373, each party hereby agrees that, notwithstanding any other provision of federal, state, or local law, it will not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, federal immigration authorities, including US Immigration and Customs Enforcement (ICE), US Customs and Border Protection (CBP), or US Citizenship and Immigration Services (USCIS), information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

5.4 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this IGA.

Each party, in all instances, shall be indemnified against all liability, losses, and damages of any nature for, or on account of, any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this IGA by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.5 Binding effect. All terms, provisions, and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

5.6 Severability. In the event any term or provision of this IGA is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the IGA shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.7 Governing law. This IGA will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.8 Modification. This IGA may be modified only by mutual written agreement of the parties.

VI. SPECIAL PROVISIONS

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

- (1) Reflect the seriousness of the offense;
- (2) Promote respect for the law;
- (3) Provide just punishment for the offense;
- (4) Afford adequate deterrence to criminal conduct;
- (5) Protect the public from further crimes of the defendant; and
- (6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The Affiliate Agency will provide monthly reports to the Phoenix PD / ICAC Task Force in the prescribed format, no later than ten (10) days after the end of the preceding month. If statistics are not provided by the deadline, any funding will be suspended until the reporting requirement is met.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been, or will be, referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities, including screen names, age or sex of undercover personas, unless authorized and mandated by public record law, or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary, or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this IGA, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically provided in this IGA, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this IGA is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the IGA.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.8 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

6.9 Affiliate Agency must abide by all federal, state, and local grant regulations.

IN WITNESS WHEREOF, the parties enter into this Agreement:

City of Phoenix, Arizona
An Arizona Municipal Corporation
(Primary Grantee)

City of Surprise, Arizona
An Arizona Municipal Corporation
(Affiliate)

Jeri L. Williams
Police Chief
Phoenix Police Department

Terry Young
Chief of Police
Surprise Police Department

Date

Date

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Acting City Attorney

City Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), each of the undersigned attorneys Acknowledge: (1) that they have reviewed the above IGA on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Phoenix (Primary Grantee)

City of Surprise (Affiliate)

Sandra Hunter, Asst. Chief Counsel

Signature

Printed Name, Title

Date

Date

RESOLUTION # 2019-38

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX TO PROVIDE FOR PARTICIPATION IN THE ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE AND AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$5,000 FROM CONTINGENCY WITHIN THE GRANTS FUND TO FY19 AZ ICAC WITHIN THE GRANTS FUND.

WHEREAS, the City of Phoenix is the lead Internet Crimes Against Children (ICAC) Task Force Agency and will be the Primary Grantee of any grants received which grants are designed to enhance enforcement of the laws regarding Internet Crimes Against Children by supplementing the costs of related training and travel;

WHEREAS, the Surprise Police Department desires to enhance the quality of its investigations and handling of ICAC crimes by participating in both the ICAC Task Force and any grant which may be awarded; and

WHEREAS, participation in the Task Force and, subsequently any grants, requires City approval of the attached Intergovernmental Agreement, the Arizona Internet Crimes Against Children Task Force IGA (IGA) and a budget amendment;

WHEREAS, the FY2019 budget was adopted by Council Resolution #2018-78 on June 5, 2018;

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 City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said IGA.

Section 2. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

SIGNATURES ARE ON THE NEXT PAGE

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-38
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$5,000 from contingency within the Grants Fund to FY19 AZ ICAC within the Grants Fund to cover the projected expenditures associated with ICAC related travel and training. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31400 FY19 AZ ICAC	E		5,000	5,000
Grants	Police	#G31400 FY19 AZ ICAC	R		5,000	5,000
Grants	General Operations	Contingency	E	20,556,500	(5,000)	20,551,500
Grants	General Operations	Other	R	19,339,600	(5,000)	19,334,600
Expense Total				20,556,500	-	20,556,500
Revenue Total				19,339,600	-	19,339,600



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019

Contact Person: Michael Donovan, POLICE
LIEUTENANT

Submitting Department: Police

District: Internal

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 budget by reallocating appropriations in the amount of \$3,000 from Contingency to the Walmart Grant Emergency Assistance Program and \$2,000 from Contingency to the Walmart Grant Police Explorer Program; Resolution #2019-34.

Motion:

I move to approve Resolution #2019-34.

Background:

The City of Surprise Police Department applied for, and was awarded four grants; two grants in the amount of \$1,500 each for the Police Department to use to assist persons encountered who have a critical emergency need and two additional grants in the amount of \$1,000 each for uniforms, duty gear and equipment for the Police Department Explorers Program.

Objective Analysis:

The funding will increase and improve the Police Department's service to citizens facing critical emergency needs and will also provide funding for uniforms, duty gear, and equipment for the Police Explorer Program.

The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

The City regularly partners with other government entities when it is beneficial to do so. This action is compliant with City and Council Policy.

Financial Impact:

These are one-time grant awards totaling \$5,000. This action will allow for the acceptance of \$5,000 in grant funding from Walmart to support critical emergency needs (\$3,000) and for uniforms, duty gear, and equipment for the Police Department's Explorer Program.

Budget Impact:

The grants were not included as part of the FY2019 budget. Acceptance of these grants will amend the budget by reallocating appropriations in the amount of \$5,000 from contingency within the Grants Fund to FY19 Walmart Community Grant #5429 (\$1,500), FY19 Walmart Community Grant #2777 (\$1,500), FY19 Walmart Community Grant #4218 (\$1,000), and FY19 Walmart Community Grant #4955 (\$1,000) within the Grants Fund to cover the projected expenditures associated with providing temporary aid to citizens who are victims of crime or who may be experiencing personal crisis as well as uniforms, duty gear, and equipment for the Surprise Police Department Explorer Program.

These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

FTE Impact:

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

ATTACHMENTS:

1. WALMART - COMMUNITY GRANT MOU
 2. Walmart Community Grant ID 52932981 - Facility 5429
 3. Walmart Community Grant ID 52933011 - Facility 2777
 4. Walmart Grant ID 53027207 - Facility 4218
 5. Walmart Grant ID 53055063 - Facility 4955
 6. Res 2019-34 Acceptance of Walmart Grant-Final
-

Walmart Inc. (“Walmart”) requires each Grantee to accept the following terms which shall apply to any grant funds awarded by Walmart in response to the Grantee’s application. Your acceptance of these terms is a prerequisite for the consideration of your grant application.

Please note that your review and agreement to the following terms does not create any agreement on behalf of Walmart to approve your grant application or to provide any donation to your organization. The following terms become binding only upon the issuance of a check by Walmart in response to your organization’s grant application.

Unless otherwise specified, all terms shall apply to all Grantees.

The Grantee agrees to the following:

1. AUTHORITY

Grantee’s signatory possesses all necessary capacity and authority to act for, sign and bind the Grantee to this Agreement.

2. REPRESENTATIONS OF GRANTEE

The Grantee represents to Walmart (the “Grantor”) that it qualifies as one of the following types of organizations:

- An organization holding a current tax-exempt status under Section 501(c)(3) or (19) of the Code;
- A recognized government entity: state, county, or city agency, including law enforcement or fire department;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or
- A recognized church or other faith-based organization.

3. PURPOSE AND ADMINISTRATION

The grant shall be used exclusively for the purposes selected by Grantee in the Grantee’s Community Grants application (the “Fund Use”). Additionally, Grantee agrees as follows:

- The Grantee will directly administer the project or program being supported by the grant and agrees that no grant funds shall be re-granted to any organization or entity, whether or not formed by the Grantee.

- The Grantee will use funds for exclusively charitable, scientific, and/or educational purposes.
- The Grantee shall expend the grant funds exclusively within the United States in accordance with this Agreement.

4. USE OF GRANT FUNDS

The Grantee shall use the full amount of the grant for the purposes set forth in the Fund Use. Unless otherwise agreed in writing by Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the “Code”);
- To influence the outcome of any specific public election;
- To conduct activities outside the United States;
- To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code; or
- To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, gender identity, age, or sexual orientation, or support of any entity that engages in these activities.

Any interest or other income generated by the grant funds must be applied to the purposes described in the Fund Use.

To the extent that the Grantee is a governmental entity, and in addition to all other requirements contained in this Agreement, the Grantee agrees that grant funds are to be used exclusively for public purposes within the meaning of Section 170(c)(1) of the Code.

5. RECORD RETENTION

The Grantee agrees to maintain complete and accurate records of receipts and expenditures and make its books and records available to the Grantor at reasonable times upon its request. Grantee will maintain books, accounts, and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds. No “off the books” or unrecorded funds or accounts shall be created or maintained for any purpose. Furthermore, Grantee will maintain records of expenditures charged against the grant that are adequate to identify the use of the funds in compliance with the purposes and restrictions specified in this Agreement. Such records shall be retained for a period of at least five years after the completion of the use of the grant.

The Grantor may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of the Grantor to observe the Grantee’s program, procedures and operations, and discussions of the program with the Grantee’s personnel.

6. ADDITIONAL TERMS AND CONDITIONS

The Grantor reserves the right to terminate the grant for cause as a result of the Grantee’s breach of the terms of this Agreement or the Grantee’s failure to make adequate and sustained progress toward the completion of the activities and achievement of the objectives contained in the Funds Use. Notwithstanding the foregoing, in the event that Grantor determines, in its sole discretion, that Grantee has engaged in conduct that violates Section 12 of this Agreement, Grantor immediately shall have the right to suspend future donations and to suspend or terminate this Agreement.

If the Grantor determines, in its reasonable discretion, that the Grantee has breached or failed to carry out any provision of this Agreement, the Grantor may, in addition to any other legal remedies it may have, terminate the grant and demand the return of all or part of the grant funds not spent or obligated to third parties in accordance with the terms of this Agreement, including, without limitation, all grant funds expended by the Grantee for purposes other than for the Funds Use. The Grantee shall return all such grant funds to the Grantor within thirty (30) days of receiving a termination notice from the Grantor.

7. PUBLICITY

The Grantor may make information regarding this grant public at any time and in a manner which it deems appropriate. Grantee agrees to cooperate with any effort by Grantor to publicize the grant, including but not limited to designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries.

Grantee agrees to provide Grantor an opportunity to review and comment on the contents of any statement, release, or report concerning this grant in advance of its release to the public or any third party.

Notwithstanding anything to the contrary contained herein, Grantee may list Grantor as a supporter of Grantee for up to one year following Grantor's transfer of funds to Grantee pursuant to this Agreement; *provided, however*, (i) any such listing will include the names of other supporters of Grantee and (ii) Grantor's position on such listing shall be reasonable in proportion to the amount given by Grantor. No license to use Grantor's (or Grantor's subsidiaries' or affiliates') trademarks, trade names or other intellectual property is granted hereunder.

8. NO ADDITIONAL SUPPORT

It is expressly understood that the Grantor has no obligation to provide additional support to the Grantee for this or any other project or purposes.

9. GENERAL INDEMNIFICATION

The Grantee shall indemnify, defend, save and hold harmless the Grantor, its governing board, and the individual members thereof, and all officers, agents, employees, representatives and volunteers from and against any and all liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, related to, connected with, or as a result of any acts or omissions of the Grantee, including, without limitation, any injury or property damage suffered by any third party due to the negligence or willful misconduct by the Grantee or any Grantee employee, officer, agent, employee, representative or volunteer in performance of this Agreement. Such provision shall not apply to any liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, connected with, or as a result of any negligent act or willful misconduct committed by the Grantor.

In no case shall the Grantor be liable to the Grantee or any third party for consequential damages. The Grantor shall have no liability for any debts, liabilities, deficits, cost overruns, or negligence or willful misconduct of the Grantee. It is expressly understood by the parties that no trustee, director, member, officer, employee or other representative of the Grantor shall incur any financial responsibility or liability of any kind or nature in connection with this Agreement. The parties agree that the liability of the Grantor hereunder shall be limited to the payment of the grant awarded by Grantor, if any, pursuant to the terms and conditions of this Agreement and that the Grantor shall have no other duty or obligation to the Grantee or any other person.

To the extent that the Grantee is a governmental entity described in Section 170(c)(1) of the Code and is prohibited by law from providing Grantor with the above indemnification, this Section 10 shall not be applicable.

10. COMPLIANCE WITH LAWS

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the grant, including those that govern gifts, donations, contributions, expenditures, and

anything else of value that benefit, directly or indirectly, public officials. Grantee agrees to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the grant and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to any such investigation, action, litigation, or disciplinary proceeding.

11. ANTI-TERRORISM AND ECONOMIC SANCTIONS

Grantee affirms that neither Grantee nor any of Grantee's affiliates (i) is or will act in violation of any Anti-Terrorism Law (as defined below), (ii) is or will become a Prohibited Person (as defined below), (iii) conducts or will conduct any business or engages or will engage in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (iv) deals in or will deal in or otherwise engages or will engage in any transaction relating to property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below); or (v) engages in or will engage in or conspires to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein: (A) "Anti-Terrorism Law" is defined as any Law relating to terrorism or money-laundering, including Executive Order No. 13224 and the USA Patriot Act (as defined below); (B) "Executive Order No. 13224" is defined as the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as amended; (C) "Prohibited Person" is defined as any person or entity (1) listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (2) owned or controlled by, or acting for or on behalf of, any party described in clause (C)(1) above; (3) with whom any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (4) who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (5) named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list; or (6) affiliated with any party described in clauses (C)(1)-(5) above; and (D) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as amended.

12. ANTI-CORRUPTION COMPLIANCE

Grantee agrees that its use of all funds received under this Agreement will be in full compliance with all applicable anti-corruption laws and regulations, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act. Accordingly, Grantee agrees that in connection with its activities under this

Agreement, neither Grantee nor any agent, affiliate, employee, re-grantee, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to gain any unfair advantage or to influence any act or decision of a government official. Grantee further agrees that the funds provided under this Agreement shall not be used for the personal benefit or enrichment of any government official.

Grantee agrees to provide timely information to Walmart regarding any changes to the representations made in this Agreement. Grantee further agrees to assist and cooperate in any investigations related to the use of the grant funds received under this Agreement.

13. APPLICABLE LAW

This Agreement, and the rights and obligations of the parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Arkansas.

14. REPRESENTATIVES AND SUCCESSORS BOUND

This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

15. DEPOSIT OF FUNDS

Notwithstanding anything else to the contrary in this Agreement, the Grantee, by executing this grant Agreement, expressly agrees to deposit the grant funds check in its account in a timely fashion. Grantee acknowledges and agrees that if it does not cash the check within one hundred eighty (180) days of the effective date of this Agreement, the Grantor will issue a stop payment order on such check, and Grantee releases any and all interest in the grant funds and the check and hereby acknowledges that the Grantor is not holding the grant funds on Grantee's behalf. Further, such failure to timely cash the check shall be deemed to be a waiver by Grantee of any rights of action against Grantor. If a stop payment is issued pursuant to this provision, the Grantee may submit a new request to Grantor for grant funds, for similar or different purposes, but the determination as to whether to issue a new grant check to Grantee in such circumstance is in the sole discretion of the Grantor.

16. ENTIRE CONTRACT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Fund Use in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or

binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this Agreement, including the Fund Use, must be approved in writing by both the Grantor and the Grantee. This Agreement and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Karen Cich

From: Mike Donovan
Sent: Tuesday, March 05, 2019 9:24 AM
To: Lisa Alexander; Harold Brady
Cc: Karen Cich; Nicole Sands; Christine DeSanti; Greg Welch; Joshua Otterman
Subject: FW: Walmart Community Grant Request ID 52932981, Facility # 5429

Follow Up Flag: Follow up
Flag Status: Flagged

Here is the second Walmart grant approval for #5429.

Thank you,

Donovan

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

From: do-not-reply@cybergrants.com <do-not-reply@cybergrants.com>
Sent: Thursday, February 28, 2019 6:34 PM
To: Joshua Otterman <Joshua.Otterman@surpriseaz.gov>
Subject: Walmart Community Grant Request ID 52932981, Facility # 5429

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Dear City of Surprise Police Department ,

Congratulations! The Walmart Community Grants Team and Facility # 5429 are pleased to inform you that your Community Grant application for Request ID 52932981 has been selected to receive a \$1,500.00 grant. We are thrilled to support your work in our communities and share your desire to provide local impact.

By receiving this grant, you are part of a long history of Walmart's commitment to giving back to the communities where we operate. In fact, Mrs. Helen Walton used to say "It's not what you gather, but what you scatter that tells what kind of life you have lived."

We encourage you to celebrate this grant publicly! We hope that you will consider doing the following four things:

1. Connect with the store manager who chose to support your local cause and let them know that the grant check arrived safely.
2. Work with the local store manager to announce the grant.
3. Consider sharing the work that our grant supports on social media – our associates and customers like to see the impact we are making in our communities.
4. Review the Grantee Welcome Toolkit at the link below, addressing frequently asked questions (FAQ's), publicity, and outreach options for your consideration.

http://www.cybergrants.com/walmart/docs/LCC_Grantee_Welcome_Toolkit.pdf

The photo release form can be found at the following link:

<http://www.cybergrants.com/walmart/docs/talentrelease2018.doc>

Again, congratulations on your grant award. We are eager to see its impact!

In service,

Kabir Kumar
Sr. Director, Community Giving
Walmart Giving

CG/JMAIL/146534125

Karen Cich

From: Mike Donovan
Sent: Wednesday, February 27, 2019 8:24 AM
To: Nicole Sands; Christine DeSanti; Karen Cich; Harold Brady; Lisa Alexander
Cc: Greg Welch; Joshua Otterman
Subject: FW: Walmart Facility# 2777 Community Grant Request Status: Request ID 52933011

Follow Up Flag: Follow up
Flag Status: Flagged

Here is the second Walmart grant approval status...

Mike Donovan, Lieutenant
Surprise Police Department
14250 W. Statler Plaza, Suite 103
Surprise, AZ 85374-7481
623.222.4260 (Office)
email: mike.donovan@surpriseaz.gov

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

From: Joshua Otterman <Joshua.Otterman@surpriseaz.gov>
Sent: Wednesday, February 27, 2019 7:20 AM
To: Mike Donovan <Mike.Donovan@surpriseaz.gov>; Greg Welch <greg.welch@surpriseaz.gov>
Subject: FW: Walmart Facility# 2777 Community Grant Request Status: Request ID 52933011

Good Morning,

Here is a second grant approval. This grant was approved by the Walmart manager at the Bell and Grand location.

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

From: cgadmin@cybergrants.com <cgadmin@cybergrants.com>
Sent: Tuesday, February 26, 2019 9:12 PM
To: Joshua Otterman <Joshua.Otterman@surpriseaz.gov>
Subject: Walmart Facility# 2777 Community Grant Request Status: Request ID 52933011

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Dear Grantseeker,

Congratulations! Facility # 2777 has recommended your Community Grant application, Request ID 52933011, to receive a \$1,500.00 grant.

Please allow 4-6 weeks for delivery. If you do not receive your check in that time, please contact the facility manager to make further inquiries. For your reference we have provided the check information and address below:

Invoice # 54135245
Address:

14250 W. Statler Plaza #103
Surprise, AZ 85374

You will also receive a final confirmation notice once the application has passed final review with the additional payment details, but we wanted to keep you informed on the status of your request.

We appreciate your efforts to help people live better and wish you success.

Sincerely,

The Walmart Community Grants Team

CG/JMAIL/146270693

Karen Cich

From: Mike Donovan
Sent: Monday, March 11, 2019 4:43 PM
To: Harold Brady; Karen Cich; Nicole Sands; Christine DeSanti; Lisa Alexander
Cc: Greg Welch; Nathaniel Miller
Subject: FW: Walmart Facility# 4218 Community Grant Request Status: Request ID 53027207

Follow Up Flag: Follow up
Flag Status: Flagged

Here is two of two Walmart grant approvals for Nate Miller and Community Relations

Thank you,

Donovan

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

From: cgadmin@cybergrants.com [mailto:cgadmin@cybergrants.com]
Sent: Tuesday, March 05, 2019 9:27 PM
To: Nathaniel Miller
Subject: Walmart Facility# 4218 Community Grant Request Status: Request ID 53027207

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Dear Grantseeker,

Congratulations! Facility # 4218 has recommended your Community Grant application, Request ID 53027207, to receive a \$1,000.00 grant.

Please allow 4-6 weeks for delivery. If you do not receive your check in that time, please contact the facility manager to make further inquiries. For your reference we have provided the check information and address below:

Invoice # 54193963

Address:

14250 W. Statler Plaza #103
Surprise, AZ 85374

You will also receive a final confirmation notice once the application has passed final review with the additional payment details, but we wanted to keep you informed on the status of your request.

We appreciate your efforts to help people live better and wish you success.

Sincerely,

The Walmart Community Grants Team

Karen Cich

From: Mike Donovan
Sent: Monday, March 11, 2019 4:42 PM
To: Harold Brady; Christine DeSanti; Karen Cich; Nicole Sands; Lisa Alexander
Cc: Greg Welch; Nathaniel Miller
Subject: FW: Walmart Facility# 4955 Community Grant Request Status: Request ID 53055063

Follow Up Flag: Follow up
Flag Status: Flagged

Here is one of two Walmart grant approvals for Nate Miller and Community Relations

Thank you,

Donovan

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

From: cgadmin@cybergrants.com [mailto:cgadmin@cybergrants.com]
Sent: Wednesday, March 06, 2019 9:15 PM
To: Nathaniel Miller
Subject: Walmart Facility# 4955 Community Grant Request Status: Request ID 53055063

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Dear Grantseeker,

Congratulations! Facility # 4955 has recommended your Community Grant application, Request ID 53055063, to receive a \$1,000.00 grant.

Please allow 4-6 weeks for delivery. If you do not receive your check in that time, please contact the facility manager to make further inquiries. For your reference we have provided the check information and address below:

Invoice # 54209001

Address:

14250 W. Statler Plaza #103
Surprise, AZ 85374

You will also receive a final confirmation notice once the application has passed final review with the additional payment details, but we wanted to keep you informed on the status of your request.

We appreciate your efforts to help people live better and wish you success.

Sincerely,

The Walmart Community Grants Team

RESOLUTION # 2019-34

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS OF \$5,000 FROM CONTINGENCY WITHIN THE GRANTS FUND TO FY19 WALMART COMMUNITY GRANT #5429, #2777, #4218 AND #4955 WITHIN THE GRANTS FUND.

WHEREAS, Walmart has awarded the City of Surprise four grants, two each in the amount of \$1,500 in funding for the Surprise Police Department to use to assist persons encountered who are victims of crime or are experiencing personal crisis and two additional grants each in the amount of \$1,000 for uniforms, duty gear, and equipment for the Surprise Police Department Police Explorer program;

WHEREAS, the City desires to accept grant funding in the amount of \$5,000 to use in providing temporary aid for victims of crime or those who are experiencing crisis and providing uniforms, duty gear, and equipment for the Surprise Police Department Police Explorer Program;

WHEREAS, the funding will increase and improve Police Department service to citizens facing critical emergency needs as well as provide additional uniforms and equipment for the Surprise Police Department Police Explorers;

WHEREAS, the FY2019 budget was adopted by Council Resolution #2018-78 on June 5, 2018;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. The City is hereby authorized to accept 4 grants from Walmart totaling \$5,000; two of the grants, each in the amount of \$1,500, for a subtotal of \$3,000, are for the City of Surprise Police to use to assist any person encountered who is a victim of crime or is experiencing personal crisis; and two more of the grants, each in the amount of \$1,000, for a subtotal of \$2,000, to use to provide uniforms, duty gear, and equipment for the Surprise Police Department Police Explorer Program.

Section 2. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-34

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of \$5,000 from contingency within the Grants Fund to FY19 Walmart Community Grant #5429 (\$1,500), FY19 Walmart Community Grant #2777 (\$1,500), FY19 Walmart Community Grant #4218 (\$1,000), and FY19 Walmart Community Grant #4955 (\$1,000) within the Grants Fund to cover the projected expenditures associated with providing temporary aid to citizens who are victims of crime or who may be experiencing personal crisis as well as uniforms, duty gear, and equipment for the Surprise Police Department Explorer Program. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31051 WalMart Community Grant #5429	E		1,500	1,500
Grants	Police	#G31051 WalMart Community Grant #5429	R		1,500	1,500
Grants	Police	#G31052 FY19 Walmart Community Grant #2777	E		1,500	1,500
Grants	Police	#G31052 FY19 Walmart Community Grant #2777	R		1,500	1,500
Grants	Police	#G31053 FY19 Walmart Community Grant #4218	E		1,000	1,000
Grants	Police	#G31053 FY19 Walmart Community Grant #4218	R		1,000	1,000
Grants	Police	#G31054 FY19 Walmart Community Grant #4955	E		1,000	1,000
Grants	Police	#G31054 FY19 Walmart Community Grant #4955	R		1,000	1,000
Grants	General Operations	Contingency	E	20,556,500	(5,000)	20,551,500
Grants	General Operations	Other	R	19,339,600	(5,000)	19,334,600
Expense Total				20,556,500	-	20,556,500
Revenue Total				19,339,600	-	19,339,600



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF
District: Citywide

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

Consideration and action pertaining to an Intergovernmental Agreement (IGA) authorizing Maricopa County Community College District (MCCCD) students in the medical technician program to participate in medical calls with the Surprise Fire-Medical Department (SFMD); Resolution #2019-45.

Motion:

I move to approve Resolution #2019-45.

Background:

SFMD and MCCCD have had a cooperative relationship for several years through which students seeking Emergency Medical Technician (EMT) or Paramedic Emergency Medical Technician certification can obtain the field experience necessary for the certification through SFMD. Students sign a liability waiver and then accompany personnel on calls, participating as their experience and the circumstances dictate. SFMD desires to continue this relationship and entry into this IGA will enable that to happen. It should be noted that Surprise Fire-Medical personnel need this certification in order to be hired as either an ambulance attendant or a firefighter with the City of Surprise so this program is an indirect benefit to the City of Surprise and its hiring processes.

Objective Analysis:

MCCCD provides a program through which students can obtain the book learning and field experience necessary to obtain certification as an EMT or PEMT. City of Surprise (COS) hiring requirements for both ambulance attendants and firefighter positions require at least the EMT certification. Therefore, it makes sense that COS would desire to participate in such an agreement as it potentially broadens the applicant pool for both of those critical positions.

The downside to the agreement is that the training and oversight of the students while out in the field requires additional attention and work that would not otherwise occur.

Policy Compliant:

SFMD has for years required its new hire ambulance attendants and fire fighters to have at least EMT certification. The EMT and PEMT certification programs through MCCCD are some of the most widely used and recognized programs in the Valley of the Sun. Assisting these programs is therefore compliant with our hiring requirements.

Financial Impact:

There is no direct budget impact caused by entry into this IGA. Of course, it does take employee time to provide the supervision, oversight and reporting necessary to participate in the programs, but this time is offset by the fact that the program provides additional personnel at these scenes to help accomplish tasks.

Budget Impact:

There is no budget impact from entry into this IGA.

FTE Impact:

There is no FTE impact from entry into this program.

ATTACHMENTS:

1. EMT Paramedic Preceptorship Agreement Surprise-FINAL
 2. Res 2019-45 IGA-MCCCD to provide EMT Preceptorship Services-Final
-



**LETTER OF AGREEMENT BETWEEN
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
AND CITY OF SURPRISE ON BEHALF OF SURPRISE FIRE
DEPARTMENT
FOR EMT/PARAMEDIC PRECEPTORSHIP**

This Agreement is made between the Maricopa County Community College District (hereinafter “School”) and the **City of Surprise on behalf of Surprise Fire Department**, a municipal corporation, (hereinafter “Fire Department”) (individually a “Party” or collectively “Parties”) for a supervised Emergency Medical Technician (“EMT”) and Paramedic Preceptorship (hereinafter “Preceptorship”).

RECITALS:

- I. The Parties recognize the need for EMTs and paramedics in their respective jurisdictions.
- II. The Parties wish to cooperate in providing instruction for the education and training of students to enable them to pass the National Registry EMT (“NREMT”) certification exam and the National Registry Paramedic (“NRP”) certification exam.
- III. School has the ability and resources to provide the necessary classroom education for students to pass the NREMT and NRP certification exams.
- IV. Fire Department has the ability and resources to provide the field and vehicular experience necessary for students to pass the NREMT and NRP certification exams.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the Parties agree as follows:

- I. Term and Termination. This Agreement will become effective when all Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated under that Party’s signature) will be deemed the effective date of this Agreement (Effective Date). The term of this Agreement is one year. This Agreement shall be renewed automatically for succeeding terms of one year each, for no more than four successive one-year periods, unless at least thirty (30) days prior to the renewal date, either party gives the other party written intent of its notice not to continue this Agreement. In the event of termination of the Agreement during a student’s preceptor experience with Fire Department, Fire Department may, in its sole discretion, permit the student to complete the Preceptorship.
- II. School agrees:
 - A. To require students to complete all coursework and certifications required by the Arizona Department of Health Services’ Bureau of Emergency Medical Services for participation in the Preceptorship.
 - B. To conduct the School in conformity with all accreditation requirements and applicable state and federal laws and regulations.

- C. To provide Fire Department in writing School's objectives and skill requirements prior to students' arrival at Fire Department.
- D. To require students participating in the Preceptorship to follow all rules, policies and procedures, and direction from the Fire Department, including but not limited to those relating to dress and conduct, and to exercise the highest degree of care when using Fire Department supplies and equipment.
- E. To notify and require students to work under the direction of an assigned Fire Department Paramedic Preceptor.
- F. To notify all students participating in the Preceptorship in writing that Fire Department is a drug-free workplace, and that students are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of any controlled substance in the workplace. School shall further notify students that they are prohibited from the use of alcohol, drugs/controlled substances or any other intoxicating substance while on duty pursuant to the Preceptorship. School will provide Students with a copy of Fire Department's Drug-Free Workplace policy and require students to sign an acknowledgement that they will comply with the policy and refrain from use or possession of alcohol, all drugs and controlled substances, and any other intoxicating substance during the Preceptorship and while on Fire Department property.
- G. To ensure that all students, prior to participation in the Preceptorship, have undergone a web-based background check, FBI/Department of Public Safety fingerprint background check, and a 10 Panel drug screen, in accordance with the Fire Department's background check and drug testing policies and procedures. Students who fail the background checks and/or drug screen will not be permitted to participate in the Preceptorship.
- H. To maintain all records and reports on students' Preceptorship experiences.
- I. To maintain Comprehensive Commercial General Liability insurance covering its employees, agents, students, and representatives in the amount of \$1 million per occurrence and \$3 million in the aggregate, and to provide Fire Department with a certificate of insurance evidencing such insurance and an endorsement naming the Fire Department, its officers, employees, agents, elected and appointed officials, and volunteers, as additional insured.
- J. To maintain a separate professional liability policy covering its students in the amount of \$1 million per occurrence.

- K. To indemnify, hold harmless, and defend the Fire Department, its employees, officers, agents, elected officials, and volunteers from and against any and all fines, claims, demands, suits or actions of any kind or nature arising out of this Agreement; any acts or omissions of any student enrolled in the Preceptorship while performing under a Fire Department preceptor; any student's application to or termination from the Preceptorship; and from any acts or omissions performed under this Agreement by School's employees, agents, students, volunteers or representatives. MCCCCD's obligation to indemnify the Fire Department is not limited by the availability or applicability of any insurance coverage. This obligation shall survive termination of the Agreement.
 - L. To warrant that School complies with all applicable federal, state, and local laws and executive orders relating to employment and education including, but not limited to, the Family Educational Rights and Privacy Act. Specifically, School shall not discriminate against any person on the basis of race, color, religion, national origin, sex, age, disability or other protected status. School agrees to comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performing under this Agreement.
 - M. That Fire Department may, at its sole discretion: (i) refuse to permit any student from enrolling or participating in the Preceptorship for any reason not prohibited by law; (ii) remove any student from the Preceptorship at any time for unsafe practices, noncompliance with Fire Department rules, regulations, policies, procedures, or directives, any other reason detrimental to the Fire Department, Fire Department patients or the public, and any other reason not prohibited by law.
 - N. That Fire Department has sole discretion to determine the number of students to allow into the Preceptorship.
- III. Fire Department agrees:
- A. To provide vehicular and other field experiences to students on a first come-first serve basis. The Parties will agree upon the number of students at a time from any school who will be taken into the field or on a vehicle for training on any given day. All vehicular and field experiences are subject to availability of Fire Department crews.
 - B. To assign a Paramedic Preceptor to each student. The Paramedic Preceptor will direct and supervise the functions of each student and provide documentation of each student's performance and hours to School.
 - C. To permit students reasonable use of Fire Department facilities during scheduled Preceptorship hours.

- D. To comply with the Family Educational Rights and Privacy Act (“FERPA”). Fire Department will only disclose personally identifiable information from students’ education records in accordance with FERPA and will only use information from education records for the purposes for which disclosure was made. The Fire Department shall not disclose information from education records to any other party without first having received written consent of the student and having obtained assurances that the other party will fully comply with the provisions of FERPA and that no disclosure by such party shall be permitted.
- E. To provide School and students with access to all Fire Department rules, regulations, policies and procedures which are relevant to the preceptorship training.
- F. To be fully responsible for the administrative and functional supervision of students insofar as their presence effects the operation of the facility and/or the direct and indirect care of patients.
- G. To indemnify and hold harmless School, its boards and commissions, officials, officers, employees, students, agents and subagents, from all fines, claims, demand, suits or actions of any kind or nature by reason of any intentional or grossly negligent acts or omissions of Fire Department in the performance of this Agreement. This obligation shall survive termination of the Agreement and is not limited by the availability or application of any insurance coverage.

IV. Mutual Agreements.

- A. The Parties agree that nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of the other party when such person would not otherwise have had such status.
- B. The Parties agree that this Agreement does not establish a joint venture by or between the Parties.
- C. That each Party shall be responsible for its own costs and expenses pertaining to the conduct of the Preceptorship.
- D. That students participating in the Preceptorship are not agents or employees of the Fire Department and that student activities are not employment related and therefore are not covered under the Fire Department workers’ compensation program. Students will be acting as volunteers, and are not guaranteed or entitled to employment with the Fire Department.
- E. That students participating in the Preceptorship are not agents or employees of the Fire Department and, as such, shall not be entitled to any salary, emoluments or benefits received by Fire Department employees/agents. Students shall not be entitled to participate in Fire Department retirements, deferred compensation, or other such benefits Preceptorships available to employees/agents of the Fire Department.

- F. That School and students may receive or acquire through participation in the Preceptorship protected health information (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 C.F.R. Section 160 and 164 (collectively “HIPAA”). School agrees that all PHI acquired as a result of student’s participation in the Preceptorship is confidential and that both School and students are prohibited from disclosing that information to any person or persons not involved in the care and treatment of the patients, in the instruction of students, or in the performance of administrative responsibilities at Fire Department. School shall protect the confidentiality of PHI as required by law at all times both during and after students’ participation in the Preceptorship. Upon termination of this Agreement, School shall use its best efforts to return to Fire Department or to destroy all written and electronic PHI received or acquired from Fire Department, except as may be required to maintain a student’s educational records. For example, such efforts may include destruction by shredding of students’ essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI. This confidentiality requirement shall survive termination of the Agreement.
- G. In accordance with A.R.S. § 35-393.01, by entering into this Agreement, each Party certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

CITY OF SURPRISE

**MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT**

PRINT NAME **Michael Frazier**

TITLE **City Manager**

SIGNATURE _____

DATE _____

PRINT NAME **Rochelle Rivas**

TITLE **Director Health Care
Education**

SIGNATURE _____

DATE _____

RESOLUTION # 2019-45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOR THE PROVISION OF EMT PRECEPTORSHIP SERVICES TO STUDENTS.

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

WHEREAS, the parties desire to enter into an Intergovernmental Agreement (IGA) in order for the City of Surprise Fire-Medical Department (SFMD) to provide preceptorship services (field training) to students enrolled in the Maricopa County Community College District (MCCCD) Emergency Medical Technician (EMT) training classes; and

WHEREAS, this Intergovernmental Agreement designates the duties and responsibilities that each party will undertake pursuant to this EMT field training program thereby providing for the necessary training for EMTs, some of whom may eventually be hired by SFMD.

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

Section 1. The Intergovernmental Agreement for SFMD to provide EMT Preceptorship services between the City of Surprise and the MCCCD, attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 2

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

Consideration and action declaring City's intention to enlarge the "Surprise Valley Station Lighting Improvement District" an existing lighting improvement district pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2019-35.

Motion:

I move to approve Resolution #2019-35.

Background:

The Surprise Valley Station SLID was formed in 2008 (Resolution 2008-165). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 6 new lights and 4 existing (non-energized) lights are proposed within this enlargement which are local and collector roads and will be billed to the Surprise Valley Station.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

This is an enlargement of an existing SLID, therefore no impact to the budget is anticipated. A separate fund for this District is currently in place to track the revenue and expenses.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res. 2019-35 Expand Surprise Valley Station SLID-FINAL
 2. 02 SLID Petition - Approved
 3. 03 Mountain View - Street Light Plans - Approved
 4. 04 Christopher Todd on Mountain View Council Map
-

RESOLUTION # 2019-35

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ENLARGE “CITY OF SURPRISE, ARIZONA *SURPRISE VALLEY STATION* LIGHTING IMPROVEMENT DISTRICT” AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on *November 13, 2008*, the Mayor and City Council of the City of Surprise passed and adopted Resolution No. *2008-165*, ordering the formation of the “City of Surprise, Arizona *Surprise Valley Station* Lighting Improvement District”, for the purpose of purchasing electricity for the lighting of the public streets and parks within the District;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of a parcel of property which adjoins the District (hereinafter referred to as “Petitioner”) in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statutes, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as “City”), to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publications or posting of this Resolution provided for in Sections 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property added to the boundary of the District, and;

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to enlarge the District by annexing the property shown in Exhibit A and B into the District and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of publications and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

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

Section 1. *District Enlargement.* The City of Surprise, Arizona *Surprise Valley Station* Lighting Improvement District shall be enlarged by the addition of the property described in Exhibit A and Exhibit B, which are incorporated by reference thereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2019/2020 will apply to the District as enlarged by this Resolution.

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

Section 3. *Further Annexation.* In order that all of the District lies adjacent to the existing District, this Governing Board includes the new portion, as shown in Exhibit C.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A



LEGAL Description Christopher Todd Communities on Mountain View SLID

Job No. 18-089.2

March 6, 2019

A portion of the north half of Section 33, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

COMMENCING at an aluminum cap flush at the northwest corner of said Section 33, from which an aluminum cap in handhole bears south 89 degrees 25 minutes 09 seconds east, 2622.59 feet;

thence along the north line of said Section 33, South 89 degrees 25 minutes 09 seconds East, 1958.63 feet;

thence South 0 degrees 34 minutes 51 seconds West, 538.04 feet;

thence South 52 degrees 03 minutes 18 seconds East, 185.74 feet to the beginning of a curve, concave Southwest, having a radius of 500.00 feet;

thence Southeasterly 50.91 feet along the arc of said curve to the right through a central angle of 5 degrees 50 minutes 01 seconds;

thence South 46 degrees 13 minutes 17 seconds East, 596.32 feet;

thence South 46 degrees 22 minutes 33 seconds East, 82.53 feet to the beginning of a non-tangent curve, concave Northeast, from which the radius point bears North 42 degrees 34 minutes 29 seconds East a distance of 1715.58 feet;

thence Southeasterly 139.94 feet along the arc of said curve to the left through a central angle of 4 degrees 40 minutes 25 seconds;

thence South 52 degrees 05 minutes 55 seconds East, 434.89 feet;

thence South 43 degrees 46 minutes 43 seconds West, 666.96 feet;

thence North 46 degrees 13 minutes 17 seconds West, 629.76 feet;

thence North 43 degrees 46 minutes 43 seconds East, 123.53 feet;

thence North 46 degrees 13 minutes 17 seconds West, 185.00 feet;

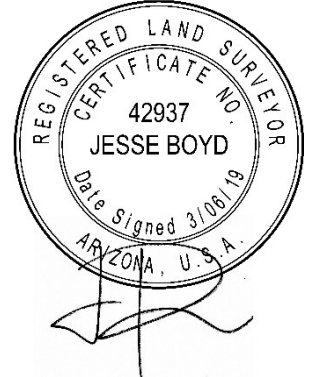


thence South 43 degrees 46 minutes 43 seconds West, 65.00 feet;

thence North 46 degrees 13 minutes 17 seconds West, 671.72 feet;

thence North 43 degrees 45 minutes 27 seconds East, 533.57 to
the POINT OF BEGINNING.

Contains 861,660 square feet 19.7810 acres, more or less

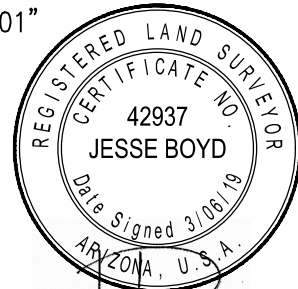


NORTH QUARTER CORNER
SEC. 33, T.4N., R.1W.
3" ALUMINUM CAP
IN HANDHOLE

(BASIS OF BEARING)
S89°25'09"E 2622.59'
663.96'


 NORTH LINE NW QTR SEC 33 S89°25'0" E
 1958.63' 663.9'

POINT OF BEGINNING — S00°34'51"W 538.04'

$$-L=50.91', R=500.00', \Delta=5^\circ 50' 01''$$


W MOUNTAIN VIEW
BOULEVARD

N43°45'27"E
533.57'

~~S52°03'18"E
185.74'~~

~~671.72'
N46°13'17"W~~

$$L=139.94', R=1715.58', \Delta=4^{\circ}40'25''$$

N43°46'43"E
123.53'

629.76'
N46°13'17"W

666.96'
S43°46'43"W



A horizontal scale bar with alternating black and white segments. Above the bar, the numbers 200, 0, 200, and 400 are marked at regular intervals. Below the bar, the word "scale" is on the left and "feet" is on the right.

1 OF 1

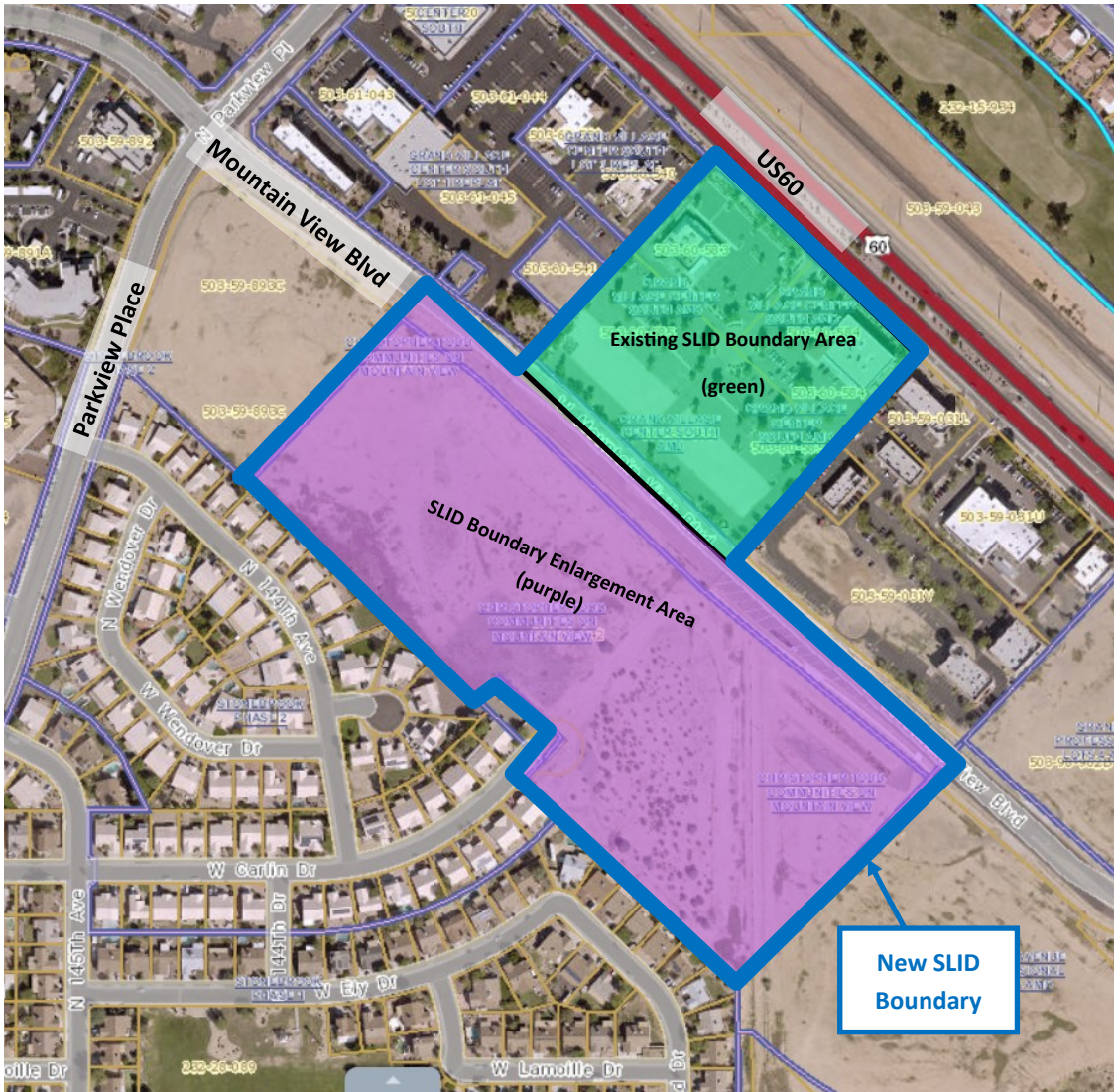
www.epsgroupinc.com

18-089.2

EXHIBIT B

CHRISTOPHER TODD COMMUNITIES ON MOUNTAIN VIEW
SLID





STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Village Main Townhomes, L.P./	14155 W. Mountain View Blvd Surprise, AZ 85374	503-61-042	



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

AVAILABILITY

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

DESCRIPTION

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

TIME PERIODS

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if Applicable)

	Lumen	Watts	kWh	CHARGES	
				Investment by Company	Investment by Others
A. Acorn	3,835 LED	75	26	\$21.63	\$7.59
	4,796 LED	75	26	\$17.38	\$6.46
	5,003 LED	100	35	\$23.45	\$8.71
	5,904 LED	100	35	\$23.03	\$8.60
	6000 IND	85	29	\$19.24	\$5.14
B. Architectural	6,200 IND	85	29	\$10.13	\$3.93
	8,400 IND	100	34	\$10.69	\$4.36
	10,200 IND	120	41	\$11.75	\$4.99
	13,000 IND	150	52	\$12.98	\$5.93
	20,500 IND	200	69	\$14.78	\$7.37
	22,500 IND	265	91	\$17.63	\$9.28
	3,300 LED	43	15	\$10.24	\$3.79
	3,800 LED	32	12	\$7.73	\$2.92
	3,900 LED	32	12	\$9.96	\$3.51
	4,050 LED	63	22	\$18.63	\$6.52
	4,100 LED	45	16	\$10.34	\$3.89
	4,800 LED	41	15	\$8.27	\$3.27
	5,000 LED	41	15	\$9.61	\$3.62



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

	Lumen	Watts	kWh	CHARGES	
				Investment by Company	Investment by Others
	5,100 LED	60	21	\$10.18	\$4.19
	5,300 LED	67	24	\$10.47	\$4.48
	5,800 LED	94	32	\$17.81	\$5.16
	5,890 LED	89	31	\$20.56	\$7.66
	6,000 LED	62	22	\$18.63	\$6.52
	6,000 LED	67	24	\$19.89	\$6.99
	6,400 LED	89	31	\$17.89	\$5.10
	6,810 LED	101	35	\$18.89	\$7.50
	7,100 LED	62	22	\$19.70	\$6.80
	7,400 LED	127	44	\$20.42	\$6.34
	7,500 LED	73	26	\$20.08	\$7.18
	7,700 LED	86	30	\$18.41	\$7.02
	8,200 LED	88	31	\$10.45	\$4.97
	8,200 LED	95	33	\$11.87	\$5.48
	8,300 LED	72	25	\$17.93	\$6.54
	8,300 LED	106	37	\$12.45	\$5.91
	8,500 LED	88	31	\$11.69	\$5.30
	9,020 LED	139	48	\$22.94	\$9.47
	9,200 LED	139	48	\$25.60	\$7.30
	9,900 LED	130	45	\$13.82	\$6.84
	10,000 LED	93	32	\$21.43	\$7.96
	10,000 LED	113	39	\$13.26	\$6.28
	10,600 LED	126	44	\$22.56	\$9.09
	11,100 LED	108	38	\$12.76	\$6.07
	11,500 LED	108	38	\$13.16	\$6.18
	12,300 LED	203	70	\$25.48	\$8.85
	12,900 LED	119	41	\$22.31	\$8.82
	13,260 LED	202	70	\$27.11	\$12.12
	13,620 LED	202	70	\$28.49	\$9.24
	14,000 LED	171	59	\$26.07	\$11.08
	15,000 LED	136	47	\$24.93	\$9.94
	15,400 LED	144	50	\$25.21	\$10.22
	18,300 LED	162	56	\$16.13	\$8.22
	19,200 LED	257	89	\$26.87	\$13.38
	20,000 LED	258	89	\$26.87	\$13.38
	20,300 LED	193	67	\$17.17	\$9.26
	21,000 LED	193	67	\$24.77	\$11.28
C. Cobra	6,200 IND	75	26	\$10.54	\$3.77
	6,400 IND	85	29	\$8.97	\$3.78
	8,000 IND	88	30	\$10.47	\$4.04
	8,400 IND	100	34	\$9.70	\$4.24
	10,200 IND	120	41	\$10.44	\$4.81



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

				CHARGES	
				Investment by Company	Investment by Others
	Lumen	Watts	kWh		
C. Cobra	13,000 IND	150	52	\$11.50	\$5.73
	15,250 IND	200	69	\$13.86	\$7.25
	22,500 IND	250	86	\$18.55	\$9.06
	Gray/Bronz	3,500 IND	55	\$10.50	\$3.27
		6,000 LED	95	\$17.05	\$5.13
		8,700 LED	142	\$19.17	\$6.53
		9,600 LED	157	\$20.40	\$7.04
		11,600 B-LED	181	\$19.03	\$7.44
	Gray/Bronz	3,300 LED	43	\$9.00	\$2.79
	Gray/Bronz	5,300 LED	67	\$10.45	\$3.54
	Gray/Bronz	8,300 LED	106	\$13.55	\$4.94
	Gray/Bronz	10,500 LED	130	\$15.08	\$5.69
	Gray/Bronz	20,000 LED	258	\$26.21	\$10.27
D. Decorative Transit		5,300 LED	75	\$28.44	\$6.12
		8,300 LED	100	\$30.45	\$6.97
		8,147 LED	75	\$35.76	\$11.36
		9,522 LED	100	\$36.14	\$12.09
		10,500 LED	150	\$32.69	\$8.52
		14,896 LED	150	\$39.98	\$14.29
	Double	8,147 LED	75	\$64.74	\$18.96
	Double	9,522 LED	100	\$64.67	\$19.58
	Double	14,896 LED	100	\$70.67	\$22.32
	Copper	6,000 IND	85	\$18.87	\$5.09
	Gray/Black	8,000 IND	88	\$14.86	\$4.62
	Gray/Black	4,350 LED	86	\$13.48	\$4.44
E. Flood	14,470 LED	148	51	\$23.93	\$9.95
	16,000 LED	125	43	\$23.17	\$9.19
F. Pendant	8,678 LED	75	26	\$26.36	\$8.85
	13,964 LED	100	35	\$27.84	\$9.88
G. Post Top	4,350 LED	86	30	\$13.43	\$5.69
	6,400 LED	30	30	\$13.43	\$5.69
	6,600 LED	83	29	\$13.33	\$5.59
H. Roadway	3,300 LED	43	15	\$9.46	\$3.58
	3,800 LED	32	12	\$7.24	\$2.79
	3,900 LED	32	12	\$9.18	\$3.30
	4,100 LED	45	16	\$9.56	\$3.68
	4,800 LED	41	15	\$7.76	\$3.13
	5,000 LED	41	15	\$9.12	\$3.49
	5,100 LED	60	21	\$9.69	\$4.06
	5,300 LED	67	24	\$9.98	\$4.35
	8,200 LED	88	31	\$9.72	\$4.77



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

	8,200 LED	95	33	\$11.36	\$5.34
	8,300 LED	106	37	\$11.74	\$5.72
	8,500 LED	88	31	\$11.18	\$5.16
	9,900 LED	130	45	\$13.31	\$6.70
	10,000 LED	113	39	\$12.75	\$6.14
	11,100 LED	108	38	\$12.03	\$5.88
	11,500 LED	108	38	\$12.65	\$6.04
	18,300 LED	162	56	\$15.23	\$7.98
	19,200 LED	257	89	\$19.11	\$11.32
	20,000 LED	258	89	\$19.11	\$11.32
	20,300 LED	193	67	\$16.27	\$9.02
	21,000 LED	193	67	\$17.01	\$9.22
FROZEN	4,000 INC	295	103	\$10.54	\$5.89
	7,000 MV	175	73	\$13.65	\$7.83
	11,000 MV	250	96	\$17.09	\$10.43
	20,000 MV	400	150	\$26.84	\$15.21
FROZEN ACORN	9,500 HPS	100	41	\$29.14	\$9.93
	16,000 HPS	150	69	\$32.35	\$12.55
FROZEN ARCHITECTURAL	9,500 HPS	100	41	\$16.56	\$7.90
	16,000 HPS	150	69	\$19.77	\$19.34
	30,000 HPS	250	99	\$22.95	\$13.57
	50,000 HPS	400	153	\$28.32	\$19.53
	14,000 MH	175	72	\$23.17	\$12.70
	21,000 MH	250	101	\$26.31	\$15.66
	36,000 MH	400	159	\$32.89	\$21.54
	8,000 LPS	55	30	\$24.08	\$10.58
	13,500 LPS	90	50	\$28.39	\$12.76
	22,500 LPS	135	72	\$32.43	\$15.56
	33,000 LPS	180	90	\$39.01	\$18.33
FROZEN COBRA ROADWAY	5,800 HPS	70	29	\$9.40	\$5.56
	9,500 HPS	100	41	\$11.07	\$6.81
	16,000 HPS	150	69	\$13.86	\$9.50
	30,000 HPS	250	99	\$16.72	\$12.35
FROZEN COBRA ROADWAY	50,000 HPS	400	153	\$22.69	\$17.63
	14,000 MH	175	72	\$16.12	\$10.99
	21,000 MH	250	101	\$18.84	\$13.67
	36,000 MH	400	159	\$24.81	\$18.99
	8,000 FL	100	38	\$18.53	\$5.43
FROZEN DECORATIVE TRANSIT	9,500 HPS	100	41	\$39.95	\$11.96
	16,000 HPS	150	69	\$39.72	\$13.36
	30,000 HPS	250	99	\$45.74	\$17.26
FROZEN FLOOD	30,000 HPS	250	99	\$22.20	\$13.79
	50,000 HPS	400	153	\$27.53	\$19.14
	21,000 MH	250	101	\$23.69	\$14.58
	36,000 MH	400	159	\$28.89	\$19.76
FROZEN Colonial Gray	8,000 FL	100	38	\$19.97	\$5.64

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

A.C.C. No. 5993
Canceling A.C.C. No. 5869
Rate Schedule E-58
Revision No. 54
Effective: February 1, 2018



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

POST TOP	Colonial Gray	9,500 HPS	100	41	\$11.42	\$7.16
	Colonial Black	9,500 HPS	100	41	\$13.15	\$7.41
	Decorative	9,500 HPS	100	41	\$34.97	\$11.03

NOTES:

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



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

II. POLES

			CHARGES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$13.11	\$1.81
			22 ft.	\$14.75	\$2.03
			25 ft.	\$15.97	\$2.21
			30 ft.	\$18.34	\$2.52
			32 ft.	\$19.27	\$2.55
		2 Simplex Adapters	12 ft.	\$13.98	\$1.93
			22 ft.	\$16.06	\$2.22
			25 ft.	\$16.75	\$2.31
			30 ft.	\$19.47	\$2.68
			32 ft.	\$20.77	\$2.87
	Square Steel	5"	13 ft.	\$15.03	\$2.06
			15 ft.	\$13.43	\$1.85
			23 ft.	\$15.93	\$2.19
			25 ft.	\$17.51	\$2.41
			28 ft.	\$19.44	\$2.67
			32 ft.	\$19.33	\$2.66
	Concrete		12 ft.	\$44.79	\$6.17
	Fiberglass		12 ft.	\$37.93	\$5.22
	Decorative Transit	4"	16 ft.	\$36.98	\$5.10
Decorative Transit	6"	30 ft.	\$71.39	\$9.83	
Hinged Poles	Square	15 ft.	\$14.21	\$1.16	
	Round	19 ft.	\$12.85	\$1.05	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$12.61	\$1.73
			22 ft.	\$14.26	\$1.96
			25 ft.	\$15.46	\$2.13
			30 ft.	\$17.85	\$2.47
			32 ft.	\$18.75	\$2.58
		2 Simplex Adapters	12 ft.	\$13.47	\$1.85
			22 ft.	\$15.05	\$2.06
			25 ft.	\$16.24	\$2.23
			30 ft.	\$18.97	\$2.60
			32 ft.	\$20.26	\$2.79
		3 Bolt	32 ft.	\$23.28	\$3.20
		Square Steel	5"	13 ft.	\$14.54
	15 ft.			\$14.86	\$2.03
	23 ft.			\$15.43	\$2.13
	25 ft.			\$17.02	\$2.36
	28 ft.			\$18.91	\$2.60
	32 ft.			\$19.63	\$2.69



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

II POLES (cont)

			CHARGES			
			Investment by Company	Investment by Others		
			Height			
C. Direct Bury	Round Steel		19 ft.	\$19.84	\$2.74	
			30 ft.	\$15.49	\$2.87	
			38 ft.	\$18.90	\$2.94	
		Self Stepped	40 ft.	\$23.28	\$3.69	
			25 ft.	\$53.55	\$4.37	
			32 ft.	\$56.40	\$4.60	
			49 ft.	\$70.00	\$9.65	
		Square Steel	4"	34 ft.	\$17.09	\$2.96
			5"	20 ft.	\$16.23	\$2.68
	30 ft.			\$16.92	\$2.79	
	38 ft.			\$18.36	\$3.19	
	8"		28 ft.	\$30.64	\$2.49	
			32 ft.	\$32.03	\$2.62	
	Decorative Transit		41 ft 6	\$22.05	\$3.24	
		Decorative Transit	47 ft.	\$27.47	\$4.04	
		Steel Distribution Pole (for lighting only)	35 ft.	\$25.36	\$3.34	
D. Post Top	Decorative Transit Anchor Base			\$37.77	\$5.19	
	Gray Steel/Fiberglass		16 ft.			
			23 ft.	\$13.10	\$2.15	
	Black Steel		23 ft.	\$14.44	\$2.38	
E. Existing distribution pole suitable for streetlight use				\$1.59	--	
F. FROZEN	Wood Poles		30 ft.	\$9.64	\$1.67	
			35 ft.	\$9.64	\$1.59	

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

III. ANCHOR BASE

		Height	CHARGES	
			Investment by Company	Investment by Others
A. Flush		4 ft.	\$10.67	\$1.47
		6 ft.	\$12.73	\$2.21
B. Pedestal		8 ft.	\$14.59	\$2.54
	For 32' Round Steel Pole only	4 ft. 6"	\$10.12	\$1.75



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		CHARGE
		Company Owned
Underground Circuit Charges:		
a.	Per foot of cable, installed under paving	\$0.17000
b.	Per foot of cable, not installed under paving	\$0.06000

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

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

Step 1 Determination of Charges for each Charge Type							Monthly Fixed Charge Rate
Charge Type	Monthly Charge		Cost Inputs Equipment Cost		PV Factor		
1	Carrying Cost (fixtures)	=	(installed)	x	NA	x	1.518%
			Equipment Cost				
2	Carrying Cost (poles)	=	(installed)	x	NA	x	1.296%
			Equipment Cost				
3	Fixture Replacement Cost	=	(installed)	x	0.257	x	1.518%
	Pole, Anchor		Equipment Cost				
4	Replacement Cost	=	(installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%
Charge Type	Monthly Charge		kWh Input		\$/kWh		
6	Generation	=	kWh per month	x	0.06760		
7	T&D, RCS, SB	=	kWh per month	x	0.02738		



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

Step 2 **Determination of Total Monthly Charge**
The total monthly charge will be the summation of the charges for each applicable charge type

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



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

2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.
3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.
5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.

CHRISTOPHER TODD COMMUNITIES ON MOUNTAIN VIEW

MOUNTAIN VIEW BLVD & PARKVIEW PL

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

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

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

5.06 WIRING:
WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

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

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

5.09 TRENCH
TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

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

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

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

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

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

GENERAL ENGINEERING NOTES:

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

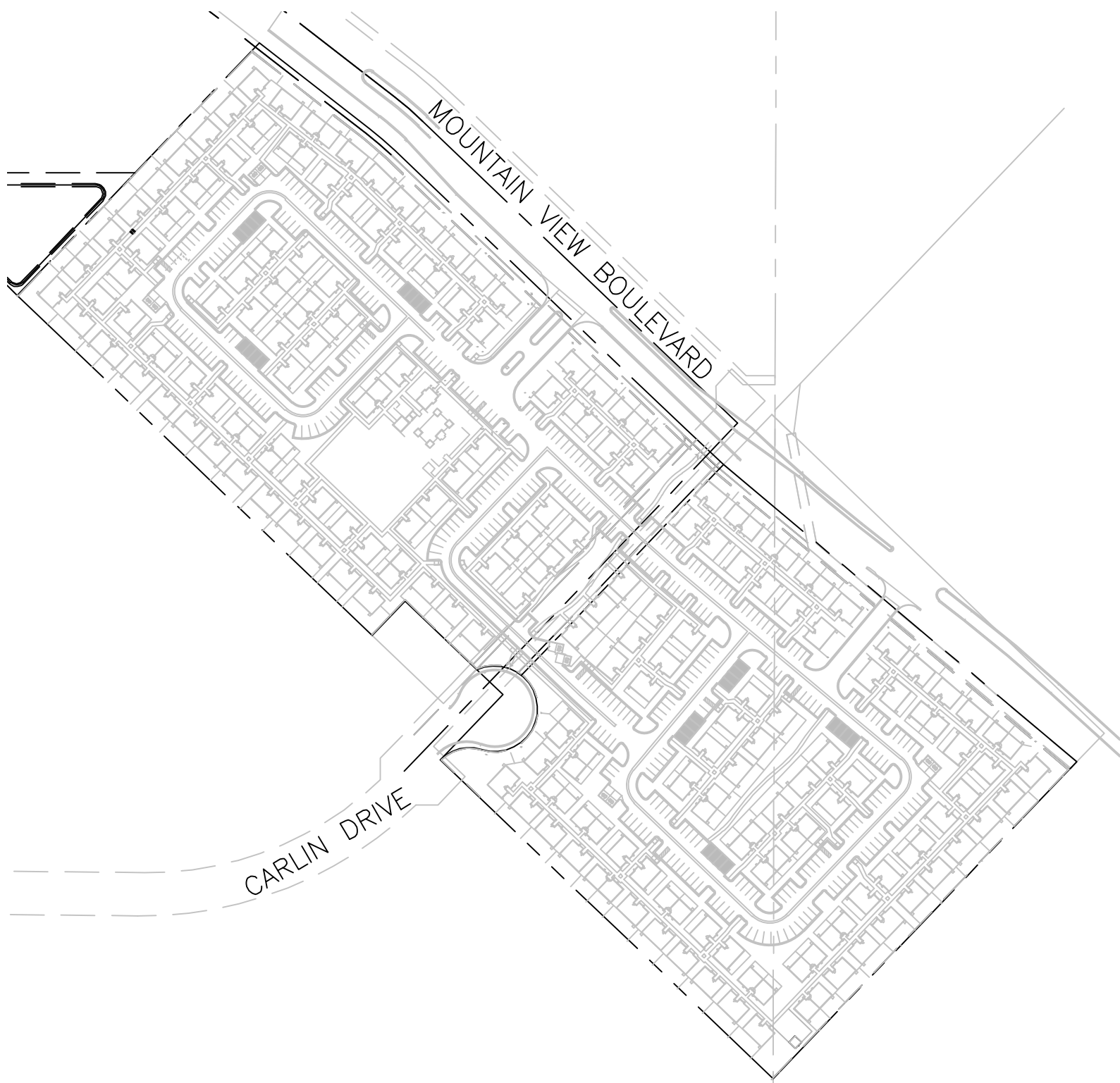
UTILITIES WITHIN OR AFFECTED BY THE PROJECT			
UTILITY CONTACT	DATE SUBMITTED		
ARIZONA PUBLIC SERVICE	9/28/2018		
CENTURY LINK	9/28/2018		
COX COMMUNICATIONS	9/28/2018		
COS WATER	9/28/2018		
SOUTHWEST GAS	9/28/2018		

NOTE

THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

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



KEY MAP
N.T.S.

VICINITY MAP

NO SCALE



SHEET INDEX

STREET LIGHT COVER SHEET	SHEET SL1
STREET LIGHT PLAN	SHEET SL2
STREET LIGHT DETAILS	SHEET SL3
PHOTOMETRIC CALCULATIONS	SHEET PH1

CITY OF SURPRISE APPROVAL

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

OWNER
MERITAGE HOMES
8800 E RAINTREE DR, SUITE 300
SCOTTSDALE, AZ 85260
PHONE: (480) 515-8251
CONTACT: JASON JARVIS

CITY OF SURPRISE ENGINEER

DATE

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						APS STANDARD CODE NO.	
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE		TYPE
①		COLLECTOR	PER PLANS	5	34'-0"	DIRECT BURY	8'-0"	39'-6"	7,800	71W	TYPE B3	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S8
①		LOCAL	PER PLANS	1	30'-6"	DIRECT BURY	6'-0"	25'-11"	6,800	58W	TYPE D3	*	LED	ARCHITECTURAL (COBRAHEAD)	8040.S6

*PER UTILITY COMPANY REQUIREMENTS

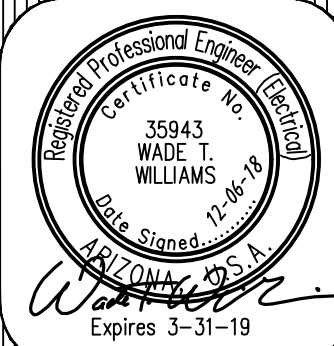


SURPRISE, ARIZONA

C.T.C. ON MOUNTAIN VIEW
MOUNTAIN VIEW BLVD & PARKVIEW PL

STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	OCT 2018	1ST SUBMITTAL
2	DEC 2018	2ND SUBMITTAL

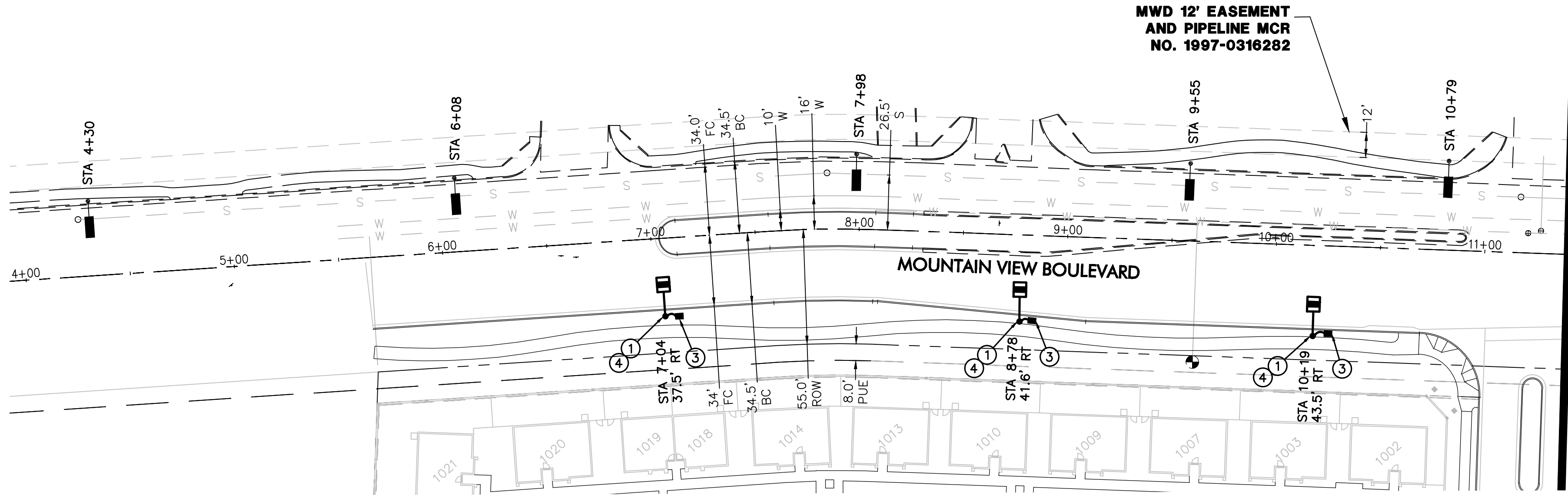
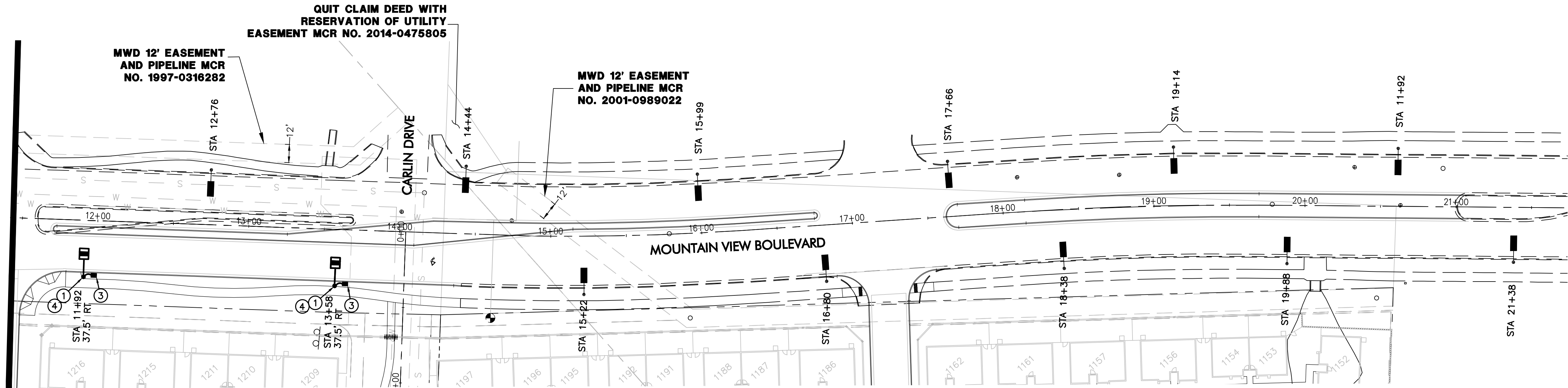
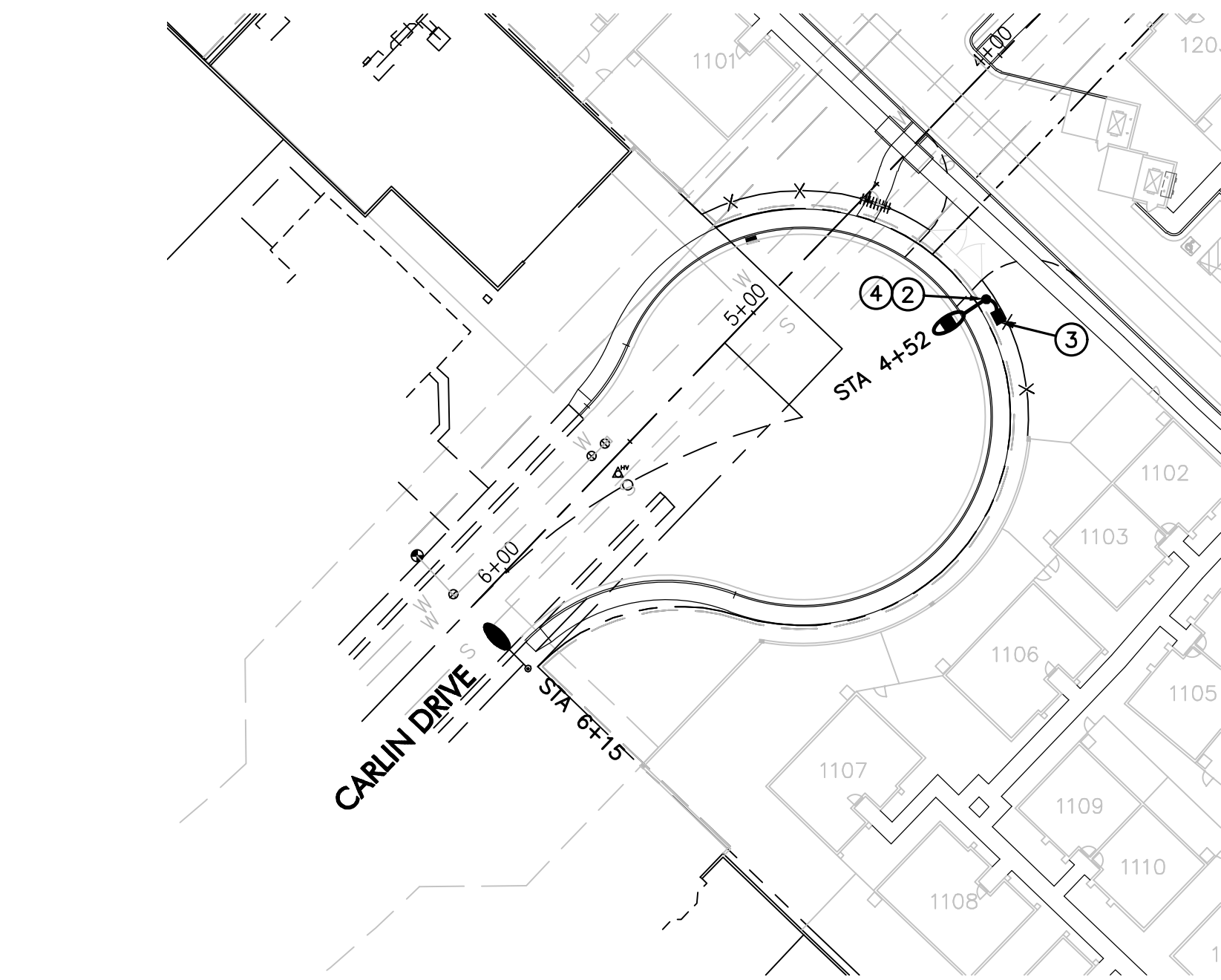


DRAWING NO:

SL1
OF 4

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.

MATCH LINE 'A' SEE ABOVE



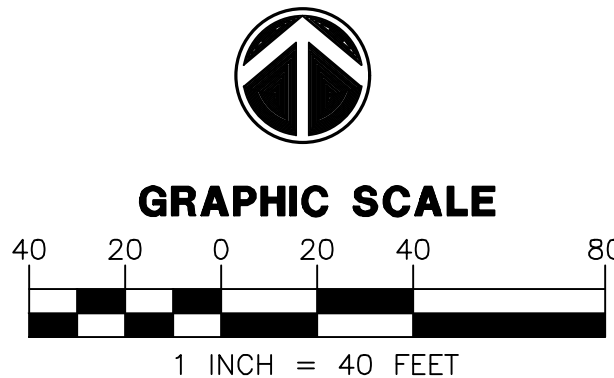
MATCH LINE 'A' SEE BELOW

CONSTRUCTION NOTES

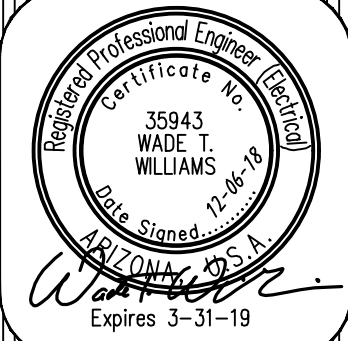
1. INSTALL (2) 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 39'-6" DIRECT BURIED POLE (1940.38), 8' X 8' MAST ARM (S8) PER APS DETAIL 8030 (SEE SHEET SL3). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
2. INSTALL (2) 58W LED (6,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 25'-11" DIRECT BURIED POLE (1940.30), 6" MAST ARM (S6) PER APS DETAIL 8040 (SEE SHEET SL3). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
3. INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.
4. ASSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDEWALK TO FACE OF THE POLE.

LEGEND

- 71W LED SHOEBOX STREET LIGHT
- 58W LED COBRAHEAD STREET LIGHT
- EXISTING 150W HPS SHOEBOX STREET LIGHT
- EXISTING 100W HPS COBRAHEAD STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT



NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	OCT 2018	1ST SUBMITTAL
2	DEC 2018	2ND SUBMITTAL



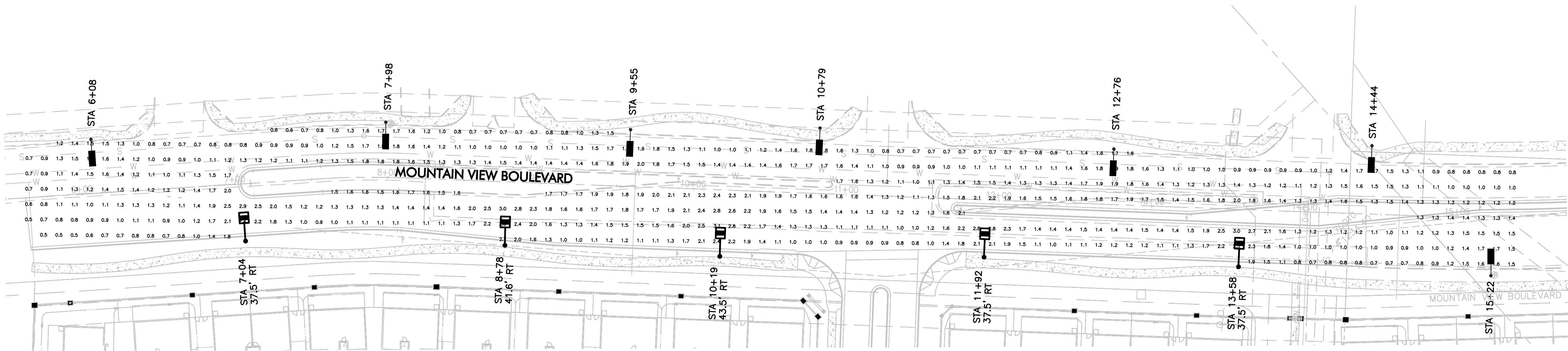
DRAWING NO:
SL2
OF 4

SURPRISE, ARIZONA
C.T.C. ON MOUNTAIN VIEW
MOUNTAIN VIEW BLVD & PARKVIEW PL
STREET LIGHT PLAN

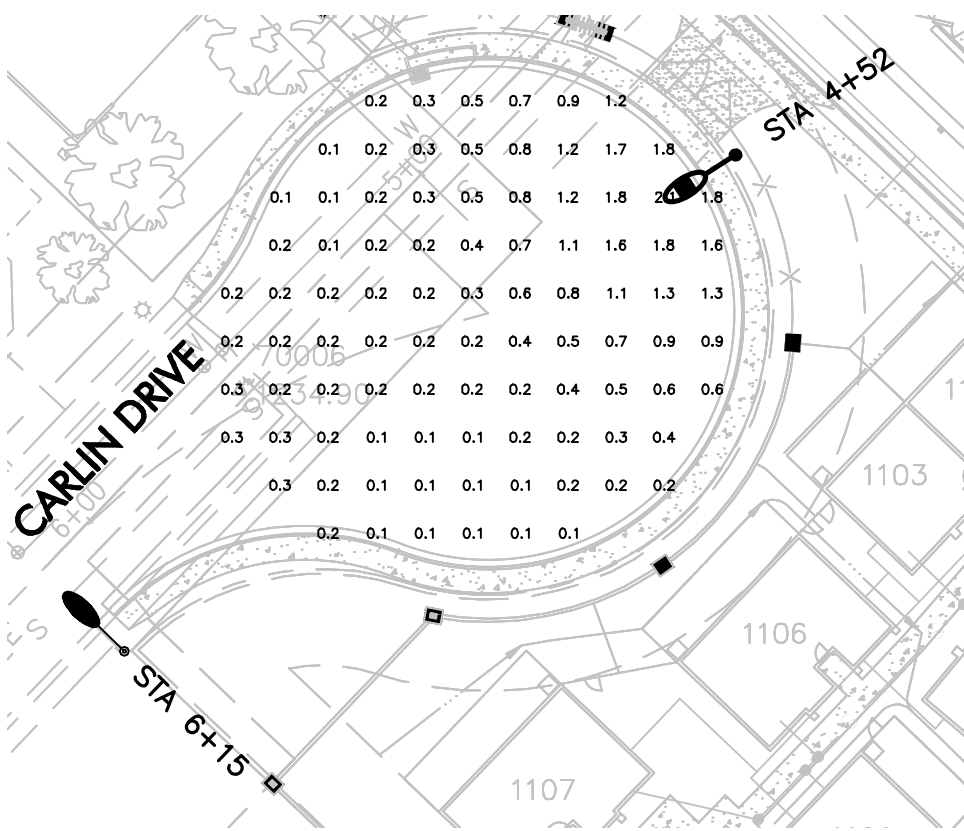
WRIGHT ENGINEERING
PROJECT NO:
18136
DESIGN BY: KJH
DRAWN BY: SMH
CHECKED BY: WTW

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

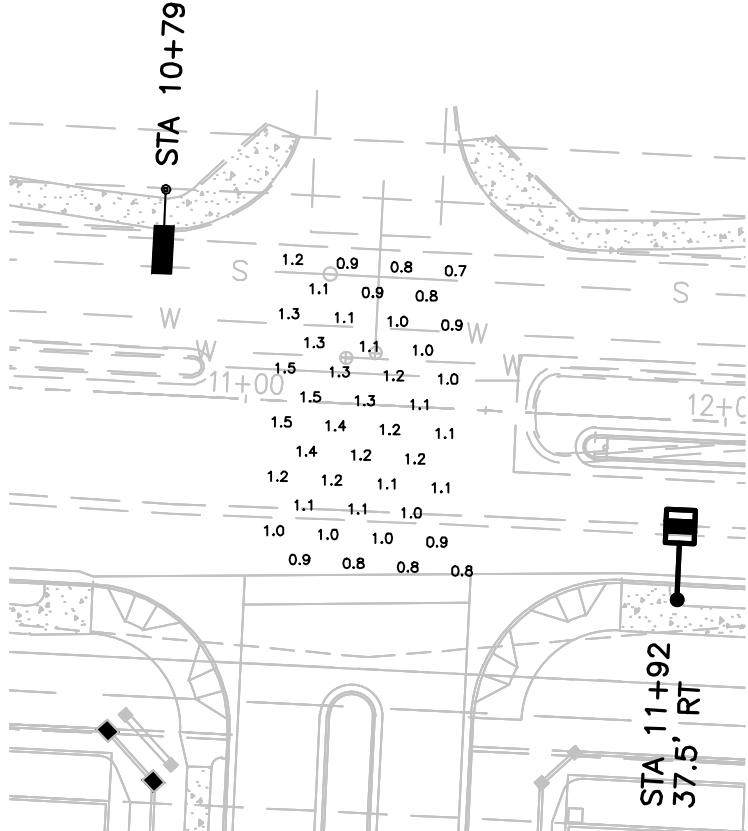
PROPOSED PHOTOMETRICS



MOUNTAIN VIEW BOULEVARD



CARLIN DRIVE



INTERSECTION

CALCULATIONS

MOUNTAIN VIEW BOULEVARD
603 points at z=0, sp 10ft by 10ft
HORIZONTAL FOOTCANDLES
Average 1.4
Maximum 3.1
Minimum 0.5
Avg:Min 2.75
Max:Min 6.20
Coef Var 0.33
UnifGrad 1.62

INTERSECTION
43 points
HORIZONTAL FOOTCANDLES
Average 1.1
Maximum 1.5
Minimum 0.7
Avg:Min 1.56
Max:Min 2.14
Coef Var 0.19

CARLIN DRIVE
92 points at z=0, sp 10ft by 10ft
HORIZONTAL FOOTCANDLES
Average 0.5
Maximum 2.1
Minimum 0.1
Avg:Min 5.02
Max:Min 21.00
Coef Var 1.00
UnifGrad 2.12

LEGEND

- GE LIGHTING SOLUTIONS ERLH_16C330
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 17041221 17041321 17041322 17041323 17041324 17041325
lamp(s): LEDs E21A
candela file 'ERL1_08B330_IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 71
mounting height= 39.5 ft
number locations= 10, number luminaires= 10
kw all locations= 0.7
- GE LIGHTING SOLUTIONS ERL1_07D340
GE LIGHTING SOLUTIONS-HENDERSONVILLE NC USA test report no. 17072713 17072714 17072715
lamp(s): LEDs 757G-V1
candela file 'ERL1_07D330_IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 1.000, watts per luminaire = 58
mounting height= 25.917 ft
number locations= 1, number luminaires= 1
kw all locations= 0.1
- GE Lighting Systems - Hendersonville, NC, USA (not specific to a single catalog number)
lamp(s): HPS 50-150
candela file 'GE7286.IES'
1 lamp(s) per luminaire, 9500 initial lumens per lamp
Light Loss Factor = 1.000, watts per luminaire = 100
mounting height= 30 ft
number locations= 1, number luminaires= 1
kw all locations= 0.1
- candela file 'GE8591.IES'
1 lamp(s) per luminaire, 16000 initial lumens per lamp
Light Loss Factor = 0.810, watts per luminaire = 150
mounting height= 39.5 ft
number locations= 25, number luminaires= 25
kw all locations= 3.8



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

PHOTOMETRIC CALCULATION SHEET. FOR INFORMATION ONLY.

Professional Engineer
35943
WADE T.
WILLIAMS
Exp. 12-31-19

Arizona State Seal
Exp. 3-31-19

PROJECT NAME:
CTC ON MOUNTAIN VIEW
PUBLIC STREET LIGHTING
MOUNTAIN VIEW BLVD & PARKVIEW PL
WRIGHT ENG.
PROJECT NO: **18136**

DESIGN BY: KJH **PH1**

CHRISTOPHER TODD ON MOUNTAIN VIEW

Street Lights:

- Street Light Pole
6 new poles
- Street Light Pole
4 existing poles
- SLID Boundary





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 1

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

Agenda Wording:

Consideration and action pertaining to conditional acceptance of the maintenance of the streets and public utility improvements at Austin Ranch West Parcel 6, generally located at North 183rd Avenue and West Via Montoya Drive; Resolution #2019-47.

Motion:

I move to approve Resolution #2019-47.

Background:

The Public Works Department conducted the final inspection of the public utility improvements for Austin Ranch Parcel 6, February 22, 2019, totaling 17,080 SY (approximately 4.5 lane miles) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drain and wastewater lines. Domestic water lines are located within the Beardsley Water jurisdiction.

Objective Analysis:

The improvements for this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, and sewer lines to convey wastewater from the property to the City's public system. This action will accept the required infrastructure. The domestic water serving the property is within Beardsley Water jurisdiction.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets, sewer and stormwater infrastructure increases the city's asset base and adds to future maintenance commitments. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future street preservation and maintenance, sewer and stormwater operational budgets.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's HURF Fund, Wastewater Operations Fund and Stormwater Operations Fund.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res. 2019-47 Infrastructure Acceptance of Austin Ranch West Parcel 6
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
-

RESOLUTION # 2019-47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER ONE YEAR WARRANTY AT AUSTIN RANCH WEST PARCEL 6, GENERALLY LOCATED AT NORTH 183RD AVENUE AND WEST VIA MONTOYA DRIVE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Austin Ranch West Parcel 6" on, November 9th, 2017;

WHEREAS, Madstone Capital, LLC, the developer of Austin Ranch West Parcel 6, dedicated to the City the street and public utility improvements, generally located at North 183rd Avenue and West Via Montoya Drive;

WHEREAS, on or about February 22, 2019, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

WHEREAS, after the conclusion of the one-year warranty period, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements.

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

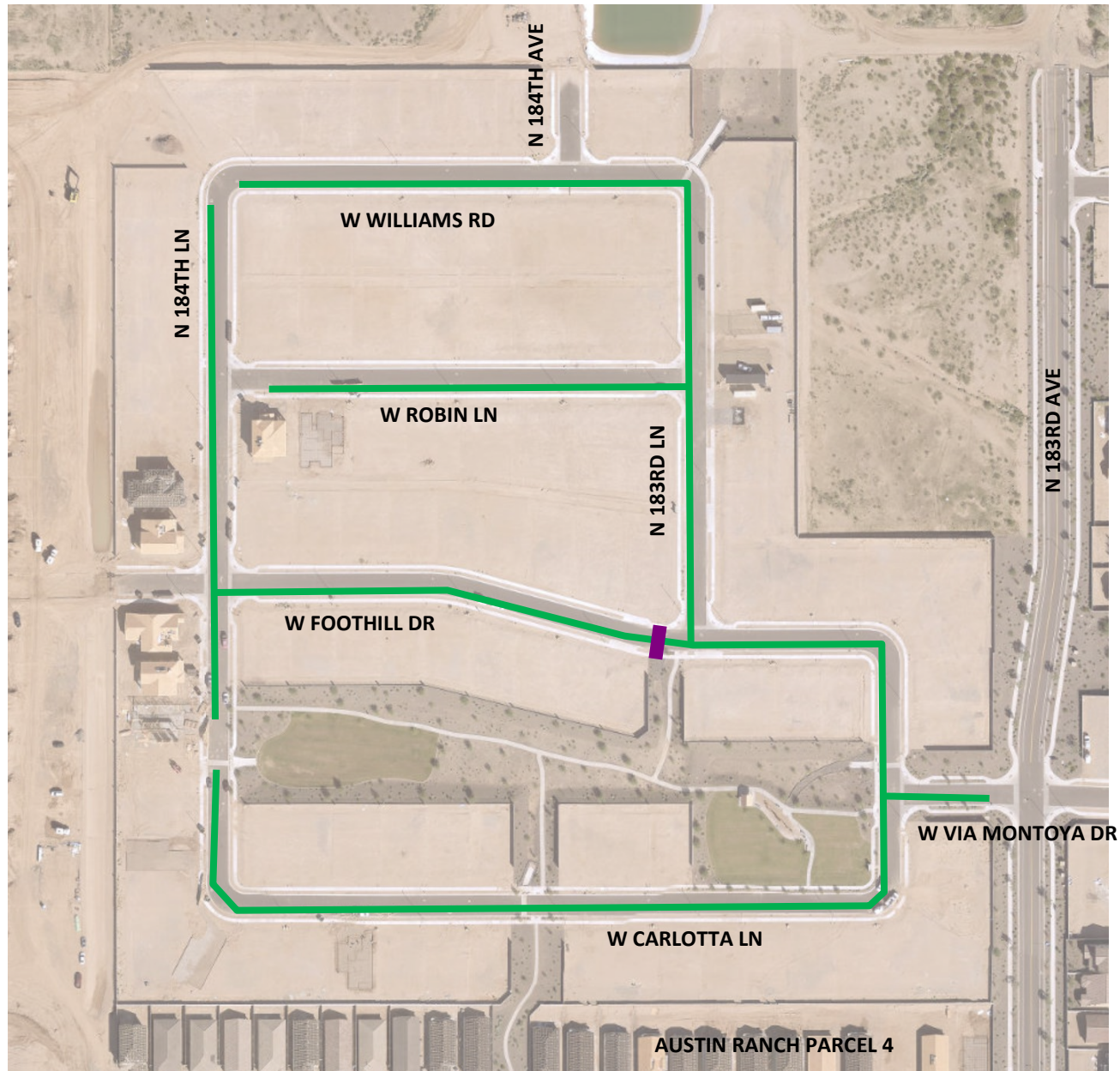
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

AUSTIN RANCH PARCEL 6



- SEWER
- STORM DRAIN

EXHIBIT B

List and Cost of Improvements



Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 04/18/2019
Re: Austin Ranch West Parcel 6

The public improvements for the above project have been completed and are on the May 7th, 2019 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 - \$324,648
- City Concrete - \$338,468
- City Storm Drain - \$1,716
- City Sewer - \$221,635
- **Total: \$886,467**



PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6000

February 28, 2019

Courtland Homes Inc.
4160 W. Kitty Hawk
Chandler, AZ 85226

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR AUSTIN RANCH
WEST PARCEL 6 – FS15-104**

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

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

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of one (1) 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 623-222-6141.

Sincerely,

Nuning Lemka, PE
Engineering Manager

c: David Mobley, Civil Inspections Supervisor
Warren Bert, GIS
David Kohlbeck, Public Works
Gustavo Garcia, Public Works
Lee Lambert, Water Services

Lora Ingram, Finance
John McFarland, Public Works
Mike Gent, Public Works
Terry Lowe, Water Services
File



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: February 7, 2019 Commercial Commercial w/Offsite XX Residential

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

June 7, 2019 Date of Punch-List Walk January 3, 2019 Date Punch-List Completed

FS Number: FS15-104 Permit Number(s): E17P-0639, E17P-0641-E17P-0642, E17P-0643, E17P-0644

Project Name: Austin Ranch West Parcel 6

Project Developer/Builder: (Name, Address, and Phone #)

Courtland Homes Inc., 4160 W Kitty Hawk, Chandler, Az. 85226 480-893-7515

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
W Carlota Ln	Local	N 184th Ln	N 183rd Dr	2	1/4	
W Foothill Dr	Local	N 184th Ln	N 183rd Dr	2	1/4	
W Robin Ln	Local	N 184th Ln	N 183rd Ln	2	1/4	
W Williams Rd	Local	N 184th Ln	N183rd Ln	2	1/4	
N184th Ln	Local	W Carlota Ln	W Williams Rd	2	1/4	

MATERIALS:

Asphalt: Markem Contracting Co Supplier 4.5 Total Lane Miles 17,080 Total Square Yards

Water: 16" PVC Size/Type 148 Total Linear Feet 12" PVC Size/Type 1,663 Total Linear Feet

8" PVC Size/Type 3,856 Total Linear Feet 6" DIP Size/Type 200 Total Linear Feet

Sewer: 8" SDR35 Size/Type 5,195 Total Linear Feet 4" SDR35 Size/Type 3,330 Total Linear Feet

Size/Type Total Linear Feet Size/Type Total Linear Feet

Storm: 24" RGRCP Size/Type 172 Total Linear Feet 18" RGRCP Size/Type 144 Total Linear Feet

Size/Type Total Linear Feet Size/Type Total Linear Feet

Fire Ln: N/A Size/Type Size/Type Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

XX Copy of Punch List NA AOC

N/A Final Certification Letter from Engineer of Record XX Asphalt Concrete Ticket w/ Name of Contractor

XX Complete Geotechnical Testing Packet NA Streetlight Energize Letter

XX Sewer Pressure Testing Results XX As built Documents (PDF copy on CD)

XX Sewer Manhole Vacuum Testing Certification XX As Built Documents in PDF format (copy on CD)

XX Sewer Manhole Insecticide Certification NA Updated asbuilt CAD base files (copy on CD)

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

XX Other Beardsley is Water Purveyor (Specify)

APPROVAL:

Civil Inspector: William Valdez

Date: 2/7/2019

Civil Engineering Supervisor: [Signature]

Date: 02/22/19



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: February 7, 2019 Commercial Commercial w/Offsite XX Residential

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

June 7, 2019 Date of Punch-List Walk January 3, 2019 Date Punch-List Completed

FS Number: FS15-104

Permit Number(s): See Sheet 1

Project Name: Austin Ranch West Parcel 6

Project Developer/Builder: (Name, Address, and Phone #)

Courtland Homes Inc, 4160 W Kitty Hawk, Chandler, Az. 85226

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
N183rd Ln	Local	W Foothill Dr	W Williams Rd	2	1/4	
N 183rd Dr	Local	W Carlota Ln	W Foothill Dr	2	1/4	
W Via Montoya Dr	Local	N 183rd Dr	N183rd Ave	2	1/4	
N 184th Av	Local	W Williams Rd	Sta 1+47.26	2	1/4	

MATERIALS:

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

Water: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Sewer: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Storm: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

_____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Fire Ln: _____ Size/Type _____ Total Linear Feet _____ Size/Type _____ Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

_____ Copy of Punch List

_____ Final Certification Letter from Engineer of Record

_____ Complete Geotechnical Testing Packet

_____ Sewer Pressure Testing Results

_____ Sewer Manhole Vacuum Testing Certification

_____ Sewer Manhole Insecticide Certification

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

_____ Other Sheet 2 _____ (Specify)

_____ AOC

_____ Asphalt Concrete Ticket w/ Name of Contractor

_____ Streetlight Energize Letter

_____ As built Documents (PDF copy on CD)

_____ As Built Documents in PDF format (copy on CD)

_____ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: William Valdez

Date: 2/19/19

Civil Engineering Supervisor: Munir Jemra

Date: 02/22/19



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019
Submitting Department: Police
Staff Recommendations: None

Contact Person: Terry Young, POLICE CHIEF
District: Internal

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 Capital and Operating List of Items Over \$50,000 to include the purchase four Citizens Patrol vehicles that were already budgeted in the existing FY2019 budget; Resolution #2019-48.

Motion:

I move to approve Resolution #2019-48.

Background:

The Police Department wishes to purchase four Citizens Patrol vehicles and mark them in a way that distinguishes them from Police Patrol cars. The Department has set aside \$200,000 from the Racketeering Influenced Corrupt Organizations (RICO) Forfeiture account to accomplish the purchase, up-fitting, and marking of these vehicles and wishes to amend the Capital and Operating List of Items Over \$50,000 to authorize this purchase. This action does not increase the budget or spending, but merely reflects the anticipated purchase in the Capital and Operating List of items to include said purchase.

Objective Analysis:

Amending the FY2019 Capital and Operating List of Items Over \$50,000 will allow the Police Department to purchase, up-fit and mark four Citizens Patrol vehicles. This cost of this purchase was included in the FY2019 budget.

Policy Compliant:

An amendment to the Capital and Operating List of Items Over \$50,000 to authorize spending authority is consistent with City and Council policy.

Financial Impact:

This action will increase the Capital and Operating List of Items Over \$50,000 in the amount of \$200,000. There is no financial impact as the costs for this purchase is included in the FY2019 adopted budget.

Budget Impact:

The FY2019 adopted budget includes spending authority for this purchase, this agenda item is solely to amend the FY2019 Capital and Operating List of Items Over \$50,000 which was adopted by Council

Resolution #2018-78 on June 5, 2018. This line item must be increased by \$200,000 to include the procurement of four Citizens Patrol vehicles.

FTE Impact:

This item does not impact the overall full-time equivalent count.

ATTACHMENTS:

1. 19.4.23 Res2019-48 50k List Amd to add Citizen Patrol Vehicles - FINAL
-

RESOLUTION # 2019-48

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 CAPITAL AND OPERATING LIST OF ITEMS OVER \$50,000 TO PURCHASE FOUR CITIZEN PATROL VEHICLES IN THE AMOUNT OF \$200,000.

WHEREAS, the procurement of four citizen patrol vehicles was not included on the Capital and Operating List of Items Over \$50,000 and the Police Department now desires to include the vehicles at a total cost of \$200,000;

WHEREAS, the Police Department has set aside monies from the Racketeering Influenced Corrupt Organizations (RICO) forfeiture account to accomplish this purchase;

WHEREAS, the FY2019 budget, including the FY2019 Capital and Operating List of Items Over \$50,000, was adopted by Council Resolution #2018-78 on June 5, 2018; and

WHEREAS, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

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, the Fiscal Year 2019 Capital and Operating List of Items Over \$50,000 of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

APPROVED AND ADOPTED this _____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-48
Exhibit A

1. List of Operating Items Over \$50,000 – This amount is based on procuring four new citizen patrol vehicles.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
19410	Citizen Patrol Vehicles	-	200,000	200,000



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 7, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 4
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 “Dental Depot” dated December 21, 2018, a property generally located north of Greenway Road and east of Litchfield Road.

Motion:

I move to approve the Final Plat entitled “Dental Depot” dated December 21, 2018.

Background:

On June 23, 2018 Fitzgerald Associates Architects, submitted a request for a Final Plat for Dental Depot located north of Greenway Road and east of Litchfield Road.

Objective Analysis:

This proposed Final Plat will allow for the development of a new Dental Office on the subject site. This Final Plat will not be dedicating any new right-of-way.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports uses such as that proposed.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

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 - FS18-365 - Dental Depot - Final Plat - Staff Report
 2. 01 - FS18-365 - Dental Depot - Final Plat
 3. FS18-365 - Dental Depot - Final Plat - PowerPoint
-

Case: FS18-365
Project Name: Dental Depot
Council District: 4 – Mulberry
City Council Date: May 7, 2019
Planner: Sergio Angulo

Owner: Mt Yale, LLC.
Applicant: Fitzgerald Associates Architects
Request: Final Plat for Dental Depot.
Site Location: Generally north of Greenway Road and east of Litchfield Road
Site Size: 1.2 Acres (approx.)

Findings:

- .
- The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - The proposed Final Plat is consistent with the Surprise Municipal Code.
 - The proposed Final Plat is consistent with the West Point Towne Center PAD.

Staff

Recommendation: **Approve** [no stipulations on final plats]

30 **History:**

31
32 **June 20, 1984:** The subject parcel was annexed into the City.

33
34 **October 26, 1995:** The Mayor and City Council approved the Planned Area Development
35 for West Point Towne Center.

36
37 **August 26, 2004:** The Mayor and City Council approved the Final Plat for NEC of Litchfield
38 Road and Greenway Road.

39
40 **October 12, 2017:** Staff met with the applicant to discuss the project during a regularly
41 scheduled Concept Review meeting under CR17-542.

42
43 **July 23, 2018:** The applicant filed a request for a Final Plat and Site Plan approval for a
44 new Dental Office.

45
46 **Additional Information:**

47
48 The applicant is requesting a Final Plat approval to combine parcel 4 and a portion of
49 parcel 5 of the Final Plat titled NEC of Litchfield Road and Greenway Road approved on
50 August 26, 2004. The proposed plat will also abandon a 20' existing ingress and egress
51 easement and establish a new 26' ingress and egress easement to meet current
52 requirements of our Fire Medical Department.

53
54 The applicant proposes to develop a new Dental Office on the subject property.

55
56 This Final Plat application is in conjunction with a related Site Plan for a Dental Office which
57 is being processed under the same case number. The Planning and Zoning Commission
58 will take action on the Site Plan on May 2, 2019.

59
60 **Attachments:**

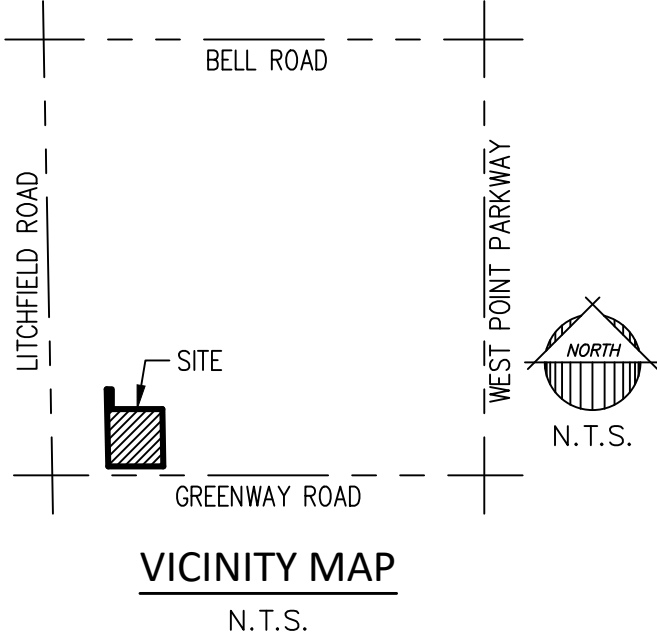
61
62 01 Final Plat

63
64 **Enclosure:**

65
66 Sealed mylars

FINAL PLAT
DENTAL DEPOT
A REPLAT OF PARCEL 4 AND A PORTION OF PARCEL 5 OF
THAT PLAT RECORDED IN BOOK 705, PAGE 10, MCR

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3,
TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT MT. YALE AVE LLC, ("OWNER"), HAS SUBDIVIDED UNDER THE NAME DENTAL DEPOT, A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF DENTAL DEPOT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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

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

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

BY: MT. YALE AVE LLC

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED SELF TO BE _____ OF MT. YALE AVE LLC, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION

PARCEL 4 AND A PORTION OF PARCEL 5 OF THAT PLAT RECORDED IN BOOK 705, PAGE 10 OF MARICOPA COUNTY RECORDS, AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 5;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 5, NORTH 89 DEGREES 02 MINUTES 41 SECONDS WEST, 14.59 FEET;

THENCE NORTH 0 DEGREES 09 MINUTES 54 SECONDS WEST, 311.06 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 5;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 5, SOUTH 89 DEGREES 18 MINUTES 38 SECONDS EAST, 20.59 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 5;

THENCE ALONG THE EAST LINE OF SAID PARCEL 5, SOUTH 0 DEGREES 57 MINUTES 24 SECONDS WEST, 79.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 4;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 4, SOUTH 89 DEGREES 02 MINUTES 02 SECONDS EAST, 204.02 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 4;

THENCE ALONG THE EAST LINE OF SAID PARCEL 4, SOUTH 0 DEGREES 11 MINUTES 08 SECONDS EAST, 231.20 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 4;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 4, NORTH 89 DEGREES 02 MINUTES 41 SECONDS WEST, 208.54 FEET TO THE POINT OF BEGINNING.

PUBLIC NOTICE

THE LOT DEPICTED ON THIS PLAT IS 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

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

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

GENERAL NOTES

THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR, AND WILL NOT ACCEPT, THE MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND PRIVATE LANDSCAPE AREAS WITHIN THE PROJECT.

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN PUBLIC UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:

REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING, SIDEWALKS, DRIVEWAYS, PAVING, GRASS AND LANDSCAPING.

CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE PUBLIC UTILITY EASEMENT.

ALL PUBLIC UTILITIES SHALL BE INSTALLED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER R(42)33.

ELECTRICAL LINES ARE TO BE CONSTRUCTED AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER R-14-2-133.

COMMUNICATION LINES ARE TO BE CONSTRUCTED AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER R-14-2-133.

SIGHT VISIBILITY EASEMENTS MUST BE CLEAR OF LANDSCAPING, SIGNS, OR OTHER VISIBILITY OBSTRUCTIONS BETWEEN 2.5- FEET AND 7- FEET IN HEIGHT AND 6- INCHES MAXIMUM WIDTH OR DIAMETER.

SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01.

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

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF AWS2010-012, SIGNED ON 9-29-2010, DECISION AND ORDER NUMBER 86-002344.001, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. 45-576.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONES "X" AND "AE" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 040103C1680L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

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.

SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS IN THE DOCUMENT RECORDED AS 2005-480530 OF OFFICIAL RECORDS; ASSIGNMENT OF DECLARANTS RIGHTS RECORDED AS 2005-480531 OF OFFICIAL RECORDS; DECLARATION OF ANNEXATION RECORDED AS 2005-480534 OF OFFICIAL RECORDS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A REFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES

OWNER

MT. YALE AVE LLC
3104 NW 23RD STREET
OKLAHOMA CITY, OK 73107
SANDY PEMBROKE
OFFICE: (405) 945-8941, EXT. 303
CELL: (405) 802-1206
FAX: (405) 945-8959

ENGINEER

EPS GROUP, INC.
2045 S. VINEYARD AVE., STE. 101
MESA, ARIZONA 85210
PHONE: (480) 503-2250
FAX: (480) 503-2258
CONTACT: MATTHEW KUEHN, P.E.

SHEET INDEX

SHEET 1: COVER, NOTES, DEDICATION, SITE DATA, BASIS OF BEARING, AND CERTIFICATIONS

SHEET 2: BOUNDARY OVERVIEW

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
LOT 1	53,154 S.F.	1.2203 AC.
TOTAL AREA	53,154 S.F.	1.2203 AC.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH RANGE 1 WEST, AS MEASURED AND AS SHOWN ON THE FINAL PLAT "NEC OF LITCHFIELD ROAD AND GREENWAY ROAD", RECORDED IN BOOK 705, PAGE 10, MARICOPA COUNTY RECORDS, ARIZONA:

SOUTH 89 DEGREES 02 MINUTES 41 SECONDS EAST

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____,

BY THE CITY ENGINEER OF THE CITY OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

MAYOR DATE

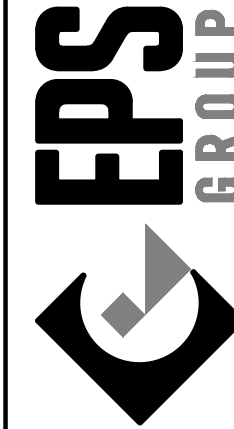
ATTEST: _____
CITY CLERK DATE

CERTIFICATION

I, RAYMOND MUNOZ HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER 2018; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

LAND SURVEYOR:
RAYMOND S. MUNOZ III, R.L.S.
EPS GROUP, INC.
2045 S. VINEYARD AVENUE, STE 101
MESA, AZ 85210

2045 S. Vineyard Ave., Suite 101
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



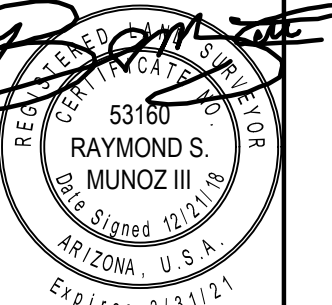
Dental Depot
Surprise, Arizona

Final Plat of

Project:

Revisions:

Designer: A.S.
Drawn by: A.G.



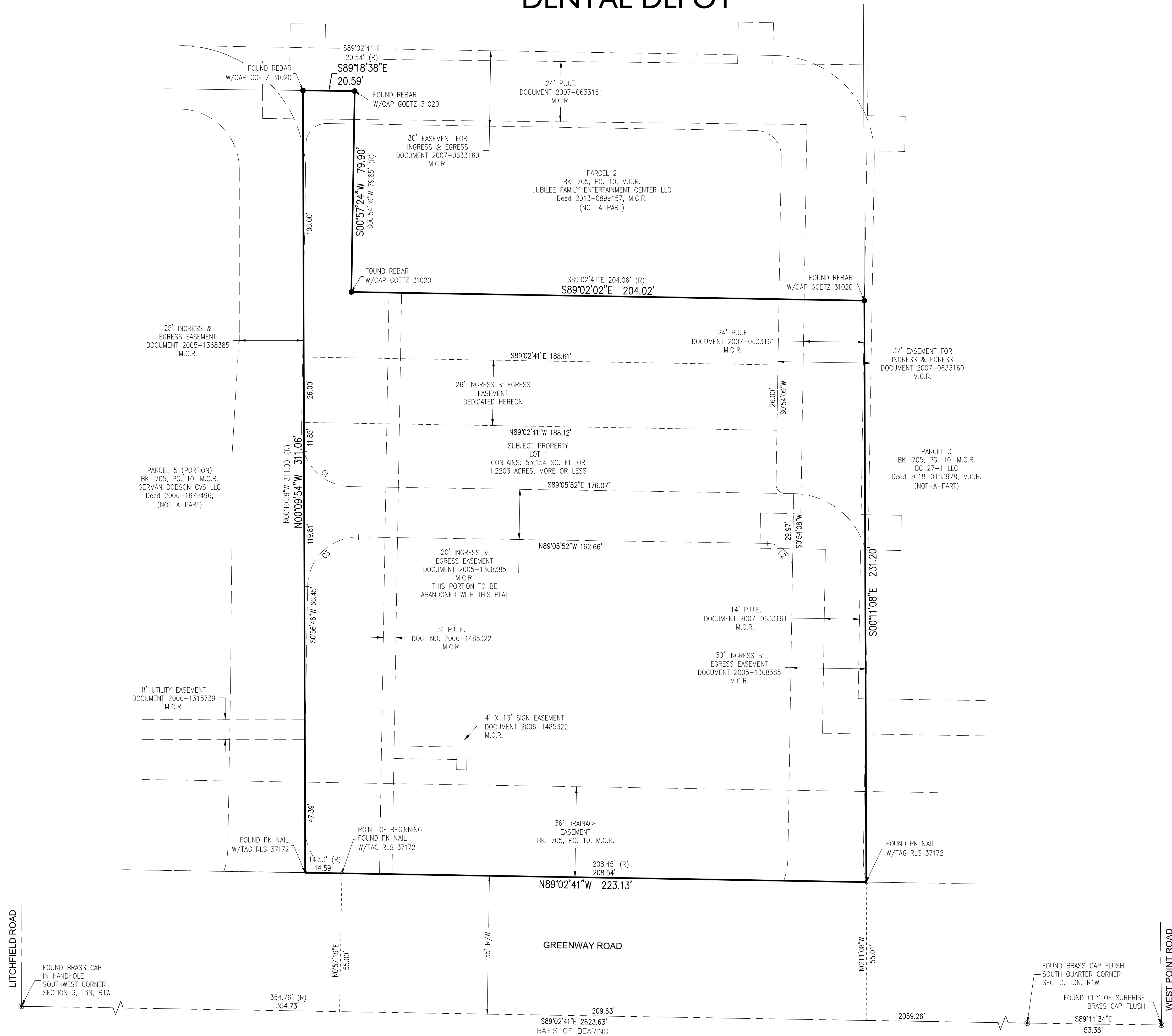
Job No.
17-575

FP01

Sheet No.
1
of 2

17-575

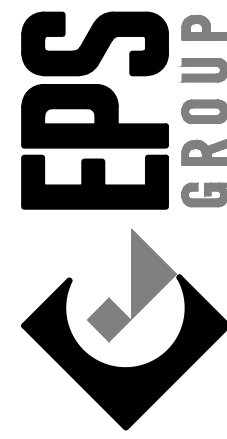
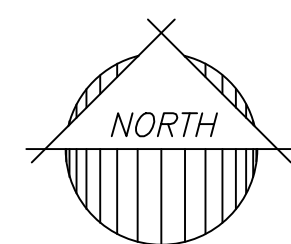
FINAL PLAT
DENTAL DEPOT



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	24.67'	20.00'	70°41'15"	14.18'	23.14'	S53°45'57"E
C2	15.71'	10.00'	90°00'42"	10.00'	14.14'	N44°06'13"W
C3	31.40'	20.00'	89°57'16"	19.98'	28.27'	S45°55'30"W

LEGEND

- | | |
|--------|--------------------------|
| ☐ ● | FOUND MONUMENT, AS NOTED |
| ◆ ● | CORNER OF SUBDIVISION |
| M.C.R. | MARICOPA COUNTY RECORDER |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| RLS | REGISTERED LAND SURVEYOR |
| R/W | RIGHT-OF-WAY |
| BK. | BOOK |
| PG. | PAGE |
| (R) | RECORD |



Dental Depot

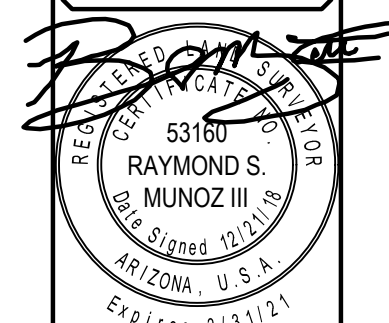
Surprise, Arizona

Final Plat of

Project:

Revisions:

Designer: A.S.
Drawn by: A.G.



Job No.
17-575

FP01

Sheet No.
2
of 2



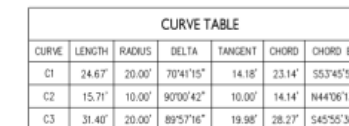
Dental Depot Final Plat

City Council
May 7, 2019



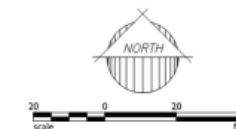
VICINITY MAP

FINAL PLAT



LEGEND

⊗	FOUND MONUMENT, AS NOTED
⊕	CORNER OF SUBDIVISION
M.C.R.	MARICOPA COUNTY RECORDER
P.U.E.	PUBLIC UTILITY EASEMENT
RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT-OF-WAY
BLK	BOOK
PG.	PAGE
(R)	RECORD





**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 7, 2019

Contact Person: Chris Boyd, AD - BS DV & CD
ENF

Submitting Department: Community Development District: District 1

Staff Recommendations: None

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

Consideration and action pertaining to vacating the City's interest in a portion of a Public Roadway (unnamed) within Section 14, Township 4 North, Range 2 West Generally Located West of 178th Avenue, South of Williams Road; Resolution #2019-32.

Motion:

I move to approve Resolution 2019-32.

Background:

There are two unnamed and unimproved roadways that were declared in 1963. These two roads have never been improved. These roads do not provide access to any other parcels. In order to move forward with the Austin Ranch Plat for development of this area, the roadways need to be abandoned.

Objective Analysis:

These roadways were dedicated in 1963. Austin Ranch is providing other dedicated right of way in its plat that better serve the community it is developing.

Policy Compliant:

Approval of this Resolution is consistent with City and Council Policy.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. Res. 2019-32 Abandonment of ROW Austin Ranch-with att
2. map

RESOLUTION #2019-32

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, VACATING ITS INTEREST IN A PORTION OF A PUBLIC ROADWAY (unnamed) WITHIN SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST GENERALLY LOCATED WEST OF 178TH AVENUE, SOUTH OF WILLIAMS.

WHEREAS, the roadway for the portion of an unnamed roadway being vacated was created by Joint Tenancy Deed Instrument Docket 4564 Page 384 Maricopa County Recorder, and Warranty Deed Instrument Docket 4644 Page 297 Maricopa County Recorder;

WHEREAS, upon annexation of Section 14, Township 4 North, Range 2 West into the City of Surprise, the City assumed all interests in public roadways within these sections, which included the portion of the unnamed roadway being vacated in this Resolution;

WHEREAS, the portion of the unnamed roadway being vacated is located within what is now known as the Austin Ranch development;

WHEREAS, the developer of Austin Ranch has proposed and the City has agreed this unnamed roadway is not needed;

WHEREAS, pursuant to ARS § 28-7205 the governing body of a city may resolve that a roadway be vacated; and

WHEREAS, pursuant to ARS § 28-7215(B), if the governing body of a city determines that a public roadway has no public use or market value, the governing body may vacate the public roadway without compensation if the person taking the public roadway assumes the maintenance and liability of the property being vacated;

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

Section 1. The City of Surprise hereby declares that the portion of unnamed roadway, as depicted and legally described in Exhibit A (the "Property"), is no longer needed for a public roadway and due to its size and fractured nature it has no market value to the City.

Section 2. The City of Surprise hereby declares that this Resolution vacating the City's interest in the Property will record at the same time as recording of Final Plat FS18-283.

Section 3. The City of Surprise acknowledges that Courtland Homes, INC is the landowner on which the roadway encumbers, and that pursuant to ARS § 28-7205, title to the Property will vest in Courtland Homes, INC, upon the vacation of the City's interest in the Property.

Section 4. The City of Surprise acknowledges that Courtland Homes, INC shall assume the maintenance and liability of the Property upon the vacation of the City's interest in the Property.

Section 5. The City of Surprise hereby declares that it is vacating, without any additional compensation, any and all right, title and interest it has in the Property to Courtland Homes, INC.

APPROVED AND ADOPTED this __day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

**EXHIBIT "A"**

LEGAL DESCRIPTION
AUSTIN RANCH EAST
PHASE 1B
RIGHT OF WAY ABANDONMENT

Parcel No. 1

That portion of land described in Maricopa County Recorder Docket 4564, Page 384 as follows:

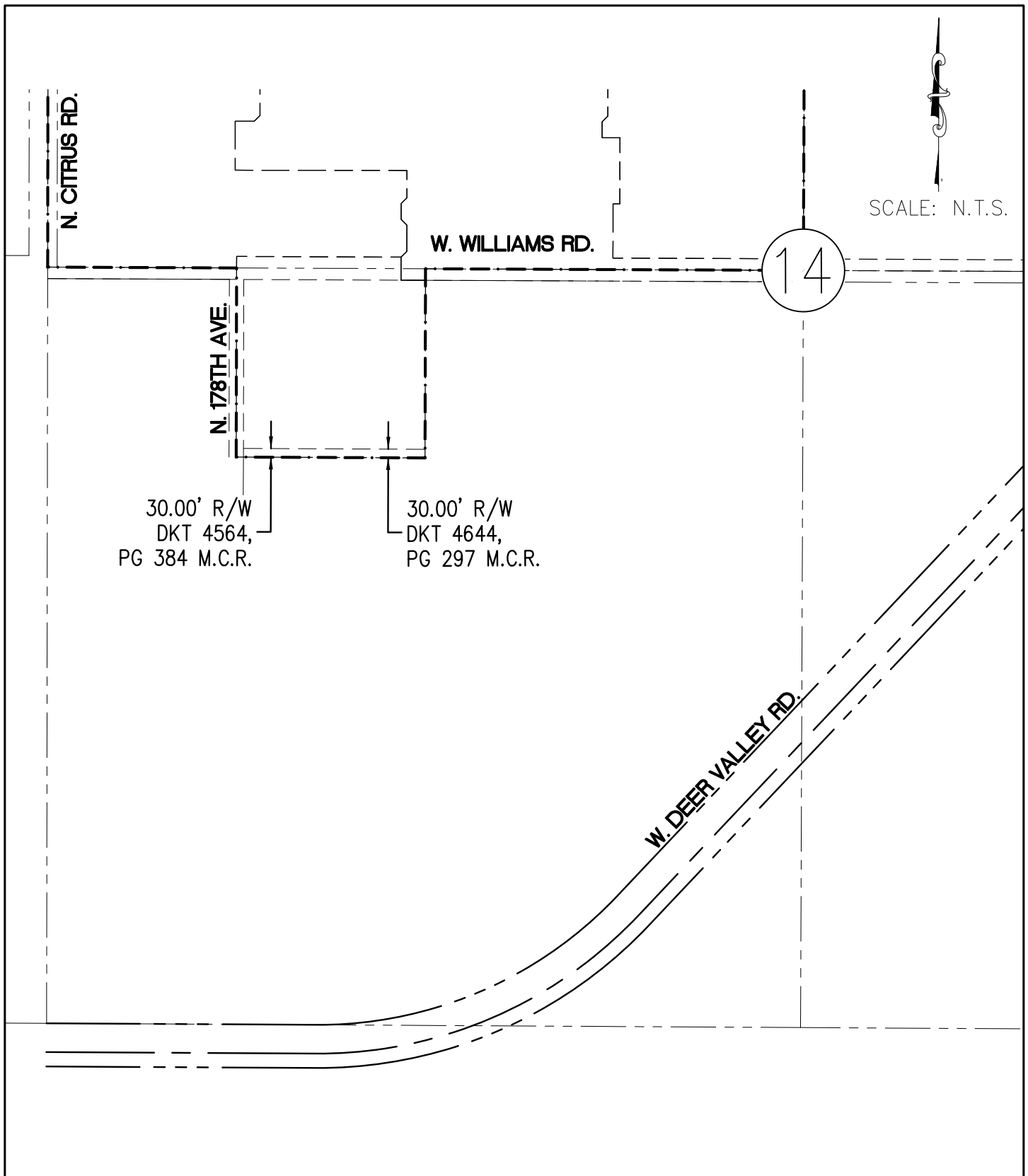
The South 30.00 feet of the West Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 14, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian.

Parcel No. 2

That portion of land described in Maricopa County Recorder Docket 4644, Page 297 as follows:

The South 30.00 feet of the East Half of the of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 14, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian.





BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST
QUARTER OF SECTION 14
BEARING S 00°05'02" W



Entellus™
3033 N. 44th Street Suite 250
Phoenix, AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

AUSTIN RANCH EAST

SECTION 14, T4N, R2W

RIGHT-OF-WAY ABANDONMENT

DATE: 3/11/19	REV'D:
DRAWN BY: JME	CHK'D: DGF
FILE: 171002	PG: 1 OF 1



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 7, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action on the April 16, 2019 Regular City Council Work Session, Regular City Council Meeting and Executive Session.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 41619WKS
 2. 41619 REG MTG
-

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

Tuesday, April 16, 2019 @ 4:00PM

Call To Order

Roll Call

Mayor Hall called the Regular City Council Work Session to order at 04:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on Tuesday, April 16, 2019. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Member Hayden, Council Member Judd, Council Member Duffy, Council Member Sanders and Council Member Remley.

Staff Present:

City Manager, Michael Frazier, City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Call To The Public

Regular City Council Meeting Agenda

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

**1. Discussion and Presentation regarding the City Manager's FY2020
Recommended Budget - NO ACTION**

City Manager Frazier opened the discussion on the City Manager's FY2020 Recommended Budget and commented that the theme for this budget year is "growth". He then turned the presentation over to Finance Director, Andrea Davis and Asst. Finance Director, Holly Osborn.

Ms. Davis gave an overall summary of budget requests.

Council Member Remley - When and where is the construction sales tax collected?

Ms. Osborn - Certificate of Occupancy of a building or sales tax.

Council Member Remley questioned how does Home Depot know if I buy a large amount of lumber for a project that it is not commercial?

Ms. Osborn explained the process for transactions.

Mayor Hall - Cost basis or permanent basis?

Ms. Davis explained how this is calculated.

Ms. Osborn continued the powerpoint presentation on FY2020 Recommended Budget.

Review of 2020 cost increases such as new facilities; developer reimbursements and agreements, contractual increases; IGA increases and compliance items.

New positions were next topic for discussion.

Mayor Hall - The accreditation, does this have a resultant lower homeowner's insurance?

Chief Abbott, commented that it is tied in with ISO, for their evaluation process. Presentation last November, anything south of the 303 and Bell Road, went from class 2 to a class 1.

Council Member Sanders - inquired about grant funding.

Council Member Judd - Ambulance #5, what about the capital costs? City investment? Revenues cover operating expenses, capital is borrowed from the general fund with repayment option.

Council Member Remley - What was the impact of the minimum wage increase on the budget?

Chief Abbott - \$48,000. this year, and \$60,000. last year.

Council Member Remley - Paramedics and EMT's we are adding are civilian positions, why?

Chief Abbott - Adding to what we are currently doing and to minimize costs, we went with civilian route.

Council Member Remley - Questioned transport costs.

Council Member Duffy - Question about 5 sworn firefighters - Train at busier stations or dispersed around? Fill in opportunities for slower stations and where needed.

Next General Fund positions requested.

Council Member Judd - Questions on analysts, how many senior analysts do we have in

transit? What does the day of a transit analyst would consist of? Terry Lowe gave an explanation of the needs for this position.

Council Member Judd - How many HR Analysts do we have?

3 full time HR Analysts. Recruitment and application collections, classification and compensation. This position will focus on police and fire.

Council Member Sanders - When Circle City water closes, then will this trigger new hires?

ACM Terry Lowe confirmed this is correct.

General Fund Balance was the next topic.

Council Member Remley - Is the beginning balance of the general fund, is that what it will be as of June 30th?

Ms. Osborn - Correct.

Council Member Remley - Our budget this year is larger than last year, no wild changes in staffing, etc., The bond funding is a significant component of the increases, is this correct?

Ms. Osborn - Yes you are exactly correct.

Council Member Judd - My biggest concern is the Beginning balance higher than the Ending balance. We know at some point, the economy will slow down. I would expect that we would plan to have a larger ending balance. It seems we are going backwards a little bit.

Council Member Judd - How much in the operating reserve?

Ms. Osborn - 2 months

Capital Improvement Plan - \$106.3 Million

Mayor Hall - What is the TTHM? By product of the wastewater to drinkable status before putting back in the ground.

Council Member Remley - Back to Parks and Recreation, as I recall when we approved the tennis court lighting, we said that was because the pool slide was delayed. I don't see the pool slide in here.

Council Member Remley - Where do we refill our fire trucks at?

Chevron station at Reems and Bell.

Council Member Remley - Are we going to get the roads done in Coyote Lakes?

EPCOR is in the middle of construction, as soon as they are done, we will get to resurfacing there.

Council Member Remley - If we are going to replace the meters, do we have any personnel reductions in plan?

No, fit in with other areas that need staff.

Council Member Remley - What will the 4.3 million cover?

All city meters.

Council Member Remley - When we are talking 4.3 million, does this include the installation cost?

Yes everything.

ACM Lowe - Gave an explanation for over a 5 year period.

Council Member Judd - About the meters, can you explain? What kind of failure rate do we expect? If someone's meter dies, are they getting free water? Cost difference for new compared to old meters?

Primary and Secondary Property Tax - Council previously decided to keep the rates the same.

Budget Calendar

Vice Mayor Winters - This is the time of the year when we have to explain to our residents, it's very difficult. It is misleading to our residents.

Mayor Hall thanked staff for their hard work on the budget process, you have done a great job explaining.

Executive Session

Adjournment

Vice Mayor Winters made the motion to adjourn the Regular City Council Work Session of April 16, 2019 at 5:29 PM. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, April 16, 2019.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, April 16, 2019 @ 6:00PM

Call To Order

Roll Call

Mayor Hall called the Regular City Council Meeting to order at 06:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on Tuesday, April 16, 2019. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Member Hayden, Council Member Judd, Council Member Duffy, Council Member Sanders and Council Member Remley.

Staff Present:

City Manager, Michael Frazier, City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Kingswood Elementary students led the pledge (PBIS Team).

Proclamation and Community Acknowledgements

City Manager Report

Youth Services Coordinator, Mike Cassidy introduced the students from Kingswood Elementary School from the PBIS Team.

City Manager Frazier - Introduced youth for brief presentation on youth events coming up.

Veteran's Bridge Presentation - April 26th at 1:00 PM to rename the bridge at Grand and Bell Road.

Eric Fitzer's last official day is this Friday, we wish him the very best.

1. The city will host an event on April 26, 1 p.m., to celebrate naming the bridge at Bell Road and Grand Avenue the "Veterans' Bridge." The public and dignitaries will be invited to attend. Â This presentation will serve as an update on location selection and other details as assembled to date.

City Clerk Report

Call To The Public

CONSENT AGENDA:

Council Member Sanders made the motion to approve the consent agenda. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

Regular City Council Meeting Agenda

1. Consideration and action pertaining toÂ amending the Fiscal Year 2019 budget by reallocating appropriations of \$206,400 in the Neighborhood Revitalization Fund, Community Development Block Grant to properly align program funding with expenditures and to amend the Fiscal Year 2019 Capital and Operating list of items over \$50,000 by increasing the 2018-19 CDBG Grant item to \$873,600; Resolution #2019-40 - APPROVED

2. Consideration and action pertaining to amending the Fiscal Year 2019 budget byÂ reallocating appropriations in the amount of \$13,600 within the General Fund from Supplies and Part-time Employees Wages for Planning Consultant Services associated with updating the Surprise Unified Development code; Resolution # 2019-39 - APPROVED

3. Consideration and action pertaining to approval of a Final Plat entitled, "Rancho Trugold" dated March 7, 2019, an approximately 77 acre property generally located along Sweetwater Avenue alignment between Cotton Lane and 175th Avenue - APPROVED

4. Consideration and action pertaining to the grant of an Utility Easement to APS in the vicinity of Civic Center Plaza for the purpose of Servicing Ottawa University - APPROVED

5. Consideration and action to approve a request by David Lindsley, Agent for a Series 12 Restaurant license for Bonfire Craft Kitchen and Tap House located at 15332 W. Bell Road, Suites 101 & 102, Surprise, AZ 85374 - APPROVED

6. Consideration and action to approve a request by Andrea Lewkowitz, Agent for a Series 12 Restaurant Interim permit/New License for Carrabba's Italian Grill #5306, located at 14043 W. Bell Road, Surprise, AZ. 85374 - APPROVED

7. Consideration and action on the Regular Work Session and Regular Council Meeting Minutes for April 2, 2019 - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

9. Consideration and action pertaining to the funding priorities for the Community Development Block Grant Program Annual Action Plan for Program Year 2019-2020 - APPROVED

Adam Lane, Neighborhood Services Supervisor gave a brief presentation on this item.

Council Member Sanders - How are allocations determined?

Mr. Lane - The formula is through HUD.

Council Member Judd - This is federal grant money, correct?

Mr. Lane - Grants for Charities, there are some great charities on here but some I don't recognize, can you give us some examples of what will be done with this money.

Council Member Remley - CASS, last year did we get benefits form the money that we gave them and this year, what are the proposed benefits we will receive?

Seth Dyson gave an explanation of the funding and benefits.

Council Member Remley - What I am hearing is that whenever we want to send someone to CASS, they don't have beds available.

Vice Mayor Winters - On the formula you use, how much weight is put on the outcome as far as the organization is in Surprise?

Mr. Lane - it is based on the most benefit for our residents.

Vice Mayor Winters - What is Bloom 365?

Mr. Dyson - explained the organization.

Youth Council Member commented on Bloom 365. Mainly focus on teen dating violence and assault. Also teach teens healthy ways to cope with this. She asked, What was determined to not allocate funds for Bloom 365?

Youth Council Member - asked for future plans, would they be available to apply again next year?

Yes, they can apply again.

No public comments were made.

Council Member Judd made the motion to approve the Community Development Block Grant Program Annual Action Plan for Program year 2019-2020. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

8. A public hearing pertaining to proposed Development Impact Fees – NO ACTION.

Assistant Finance Director, Holly Osborn gave a brief presentation on this item.

No public comments were made.

10. Consideration and action pertaining to approval of the Ryder Ranch Rezone of approximately 38.56 acres of Residential Ranch generally located on the southwest corner of Cotton Lane and Sweetwater Avenue to 20.65 acres of Medium Density Residential and 17.91 acres Medium Density Residential with a PUD Overlay; Ordinance # 2019-10 - APPROVED

City Planner, Hobart Wingard gave a brief powerpoint presentation on this item.

Council Member Judd - Density and pool requirement, asked for clarification on zoning. on street parking questions, open space.

Vice Mayor Winters - Slide to show entrances, what is the red arrow for?

Mr. Wingard - A road to connect to the adjacent community when completed.

Council Member Duffy - Is this the same zoning that was for Magnolia?

Mr. Wingard - Yes correct.

Council Member Duffy - We need to look at the swimming pool, maybe not add this? Would they even want it with only 145 lots? Might detour people from buying.

Dakota - Traffic with school, how will the traffic be addressed? How you truly plan to reduce the backup traffic with the new community and the school?

Mr. Wingard gave an explanation.

Public Comments:

Ed Hanzel - Ryder Ranch has a nice feel to it, but because it's close to the school, if there are 147 family homes, 10% seniors, that leaves 133 families with children, 1.9 children per family. Roughly 253 children in the community. 26% of these families are teens, you will have approx. 65 teens in the community. I saw on the map there is a half basketball court for 65 teens. What will the other teens be doing?

Council Member Duffy made the motion to approve Ordinance 2019-10. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

11. Consideration and action pertaining to approval of the Preliminary Plat entitled, Preliminary Plat for Ryder Ranch Subdivision, dated March 15, 2019, a property generally located on the southwest corner of Cotton Lane and Sweetwater Avenue - APPROVED

City Planner, Hobart Wingard gave a brief presentation on this item.

Council Member Duffy - Thank the developer for adding 3 accesses in and out of the development.

No public comments were made.

Council Member Duffy made the motion to approve the Preliminary Plat for Ryder Ranch Subdivision. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

12. Consideration and action pertaining to approval of the Cactus and 175th Rezone from approximately 41 acres of Residential Ranch and High Density Residential to Medium Density Residential with a PUD Overlay; Ordinance # 2019-09 - APPROVED

Council Member Duffy made the motion to approve Ordinance 2019-09. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

13. Consideration and action pertaining to approval of the Preliminary Plat entitled "175th Avenue & Cactus Road, dated February 13, 2019, a property generally located on the northeast corner of Cactus Road and 175th Avenue - APPROVED

City Planner, Hobart Wingard gave a brief powerpoint presentation on this item.

Council Member Judd - Questioned the setbacks, removing the pool, what are we doing to build community here? Why can't they do the sport court?

Mr. Wingard - Mostly because of retention requirements. 27% open space.

No public comments were made.

Council Member Duffy made the motion to approve the Preliminary Plat for 175th Avenue and Cactus Road. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

14. Presentation and discussion pertaining to the Resort Feasibility Study - NO ACTION

Sports & Tourism Director, Kendra Pettis opened the presentation on the Resort Feasibility Study.

Director CBRE, Mike Baker continued the presentation on the Feasibility Study. A few locations would be considered; City Center; Loop 303 Corridor; White Tanks Mountains. At the present time there is not enough critical mass to attract groups, our recommendation now is to not recommend a resort at this time.

Sampling of full service hotel amenities were discussed.

Projected performance of the competitive supply.

Council Member Sanders - What is feasible in your opinion based on your analysis?

Consultant, Mike Baker - The Hilton Garden Inn is now opened, cheaper to build, cheaper to operate. That was clearly feasible.

Vice Mayor Winters - Disappointed that a full service hotel is not warranted at this time.

Council Member Remley - Identify a need for additional hotel rooms, it seems like the study only focused on full service hotels, is there a demand for limited service hotels?

Council Member Remley - Would an entertainment facility help?

Council Member Judd - What would it cost to build something like this? Not construction experts, but we ballpark at \$61 million dollars.

Council Member Judd - Kendra, do we have any way to know what the economic impact would be if we had this?

Council Member Duffy - It sounds like you are saying it's possible, but it seems like we are giving you a hard time, you did your job and thank you.

Mayor Hall - I was wondering why you didn't bring up the F-35 in your study? It is creating incredible economic impact.

Mayor Hall - Did you tell us baseball created a lot more room nights than Tennis tournaments? Where did this come from?

Mayor Hall - Did you include the meeting room and FN&B? That should be separated, stand alone profit center. There is a huge meeting room demand in Surprise. This is kind of disappointing to me.

Other Business and Future Agenda Items

City Council Reports

Vice Mayor Winters - Saturday night, picnic for the Deaf Community at Veramonte Park.

Mayor Hall - Taste of Surprise, great event; City Center Meeting, most active engaged group we have had so far. Great feedback. Eggstravaganza, Kansas City practice fields. Art installation, April 23rd - 6:00 p.m. to 8:00 p.m. Veteran's Bridge Ceremony coming up.

Council Member Judd made the motion to recess the Regular City Council Meeting and enter into executive session at 7:56 PM. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

Executive Session

15. Consideration and action to enter into executive session for the purpose of discussion or consultation with attorneys in order to receive legal advice and consider Council's position regarding contemplated litigation pursuant to ARS 38-431.03(A)(3) and (4). A

16. Consideration and action to enter into executive session for the purpose of discussion, consultation, and to provide instruction regarding the Council's position regarding A chamber of commerce contract(s) pursuant to A.R.S. 38-431.03(A)(4) and (7).

17. Consideration and action to enter into executive session for the purpose of discussion or consultation with the City Attorney for legal advice pertaining to claims management pursuant to ARS 38-431.03(A)(3).

Adjournment

Council Member Judd made the motion to adjourn the Regular City Council Meeting of April 16, 2019 at 9:34 PM. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, April 16, 2019.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 7, 2019
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

Agenda Wording:

Consideration and action on a Series 12 Restaurant/Interim Permit liquor license request for Bens Pizza - 16630 W Greenway Road Suite 326, Surprise, AZ. 85388. .

Motion:

I move to approve Series 12 Restaurant/Interim Permit liquor license request for Bens Pizza - 16630 W Greenway Road Suite 326, Surprise, AZ. 85388

Background:

This request is of a routine nature and all departmental reports are attached with no noted concerns.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Ben's Pizza (A & B Luckys Pizza, INC)
 2. Ben's Pizza POLICE
 3. Bens Pizza 16630 W Greenway Ste 326 Liquor License
 4. A&B Lucky's Pizza Inc dba Ben's Pizza_Memo to Clerk_20190411
 5. Ben's Pizza Report
-

BENS PIZZA
(A & B LUCKYS PIZZA, INC)

PAD
Northwest Ranch

PAD
Surprise Farms

PAD
Mountain
Vista Ranch

SITE

PAD
Legacy
Parc

PAD
Sierra
Montana

PAD
Prasada

PAD
Prasada

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: April 18, 2019

JOB NUMBER - 59801
Series 12 New License

APPLICANT:

Ben's Pizza

16630 W. Greenway Road #326
Surprise, Arizona 85388

FINDINGS:

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

Ben's Pizza is a fast casual restaurant specializing in pizza and Italian Cuisine. There is a seating capacity of 42 persons with no designated bar area. There are three flat televisions for viewing and no live entertainment. The potential market should be a family atmosphere.

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

Ben's Pizza took over the previously occupied Leo's Pizza in the same location, within a retail plaza that has a variety of businesses. There are multiple ingress/egress points on Greenway for the plaza. Although traffic does tend to bottle up for westbound Greenway Road for afternoon traffic, due to one lane for travel, there is a traffic signal at SR 303 and Greenway to help with the traffic flow. Future widening of Greenway Road here should help alleviate the traffic problem in the afternoon.

- 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.***

Over the past five years have been approximately 10 vehicle burglaries mainly from the fitness center parking lot. There have also been some criminal damage incidents in the center where windows were possibly shot out or broken out by rocks. The fitness center also caught fire due to a suspicious fire behind the business. There have been no listings for any alcohol violations at any of the restaurants in the plaza. In 2018, there was a DUI in the parking lot of the center, but it did not appear to be a result from any of the local restaurants.

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

Ben's Pizza is open from 10 AM to 9 PM from Mondays to Saturdays and from 11 AM until 8 PM on Sundays. There is Big Buddah Chinese restaurant with a series 12 license on the opposite side of the plaza, which is not open passed 9 PM. The Westside Fitness Center is open from 4:30 AM to 11 PM, Monday through Fridays and not passed 8 PM on the weekend. There is also a small E-Institute school in the plaza.

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

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

Submitted by Officer Chris Tovar #2059



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



April 9, 2019

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Bens Pizza
16630 W Greenway Rd, Suite 326

The Surprise Fire-Medical Department recently conducted a fire inspection at the above referenced location to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations at this time.

Therefore fire has no comment on the application at this time.

If you have any questions feel free to contact me.

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



MEMO

Date: 4/11/2019

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Accounting Support Specialist

RE: Liquor License Application – A&B Lucky's Pizza Inc dba Ben's Pizza – 16630 W
Greenway Rd #326

Business License Status:

License #1021894, current and valid for 2019.

Date: April 22, 2019
To: Sherry Aguilar, City Clerk
From: Eric Fitzer, Community Development Director
By: James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Bens Pizza (A & B Luckys Pizza, INC)
New Application – Job # 59801
16630 W. Greenway Road
Suite #326
Surprise, Arizona 85388**

1. Big Budda (Series 12) – 16572 W. Greenway Rd. #115
2. CVS Pharmacy #5530 (Series 9) – 15300 N Cotton Ln.
3. Fry's Marketplace # 680 (Series 9) – 15215 N. Cotton Ln.
4. #1 Brothers Pizza (Series 12) – 16995 W. Greenway Rd.
5. Federico's Mexican Food (Series 12) – 16995 W. Greenway Rd. #100

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

Residential population will most likely remain static. Commercial growth will likely 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.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 7, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 5

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

Agenda Wording:

Consideration and action on a liquor license (New-Series 12) for Ugly Tuna Sushi - 15459 W Bell Road #113, Surprise, AZ. 85374.

Motion:

I move to approve a liquor license (New-Series 12) for Ugly Tuna Sushi - 15459 W Bell Road #113, Surprise, AZ. 85374.

Background:

This request is of a routine nature. All departmental reports are attached with no noted concerns.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Ugly Tuna Sushi Map
 2. Ugly Tuna Sushi Report
 3. Ugly Tuna LLC_Memo to Clerk_20190419
 4. Ugly Tuna Police
 5. UGLY TUNA FIRE REPORT
-

Ugly Tuna Sushi

PAD - Sun City Grand

PAD - Kingswood Park / Sun Village

PAD - Mountain Vista Ranch

PAD - The Orchards

Luv 2 Play AZ

Site



COMMUNITY DEVELOPMENT DEPARTMENT

Date: April 25, 2019
To: Sherry Aguilar, City Clerk
From: Eric Fitzer, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Ugly Tuna Sushi
New License (Series 12) – Job # 62717
15459 W. Bell Road #113
Surprise, Arizona 85374**

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

1. Richi's Diner (Series 12) – 15609 W. Bell Rd. #100
2. Booty's (Series 12) – 15557 W. Bell Rd. # 404, 405 & 406
3. Tailgaters Sports Grill (Series 12) – 15529 W. Bell Rd.
4. 4 Sons Food Store # 604 (Series 10) – 15505 W. Bell Rd.
5. Macayo's Restaurant (Series 12) – 15565 W. Bell Rd. (New Application)
6. Fry's Marketplace #61 (Series 9) – 15510 W. Bell Rd.
7. Lucky's Pizza # 3 (Series # 12) – 15508 W. Bell Rd. # 107
8. Walgreens # 4620 (Series 10) – 15490 W. Bell Rd.
9. Bonfire Kraft Kitchen and Tap House (Series 12) – 15332 W. Bell Rd. # 101 & 102 (New Application)
10. AZFRYGUY (Series 12) – 15226 W. Bell Rd # 100
11. Brookside II (Series 6) – 15170 W. Bell Rd. #115
12. New York Flavor (Series 12) – 15170 W. Bell Rd. #103 (Expired)
13. Luv 2 Play Az (Series 7) – 15495 W. Bell Rd. #104 (Not Shown)

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

Commercial and residential growth 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.



MEMO

Date: 4/19/2019

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Accounting Support Specialist

RE: Liquor License Application – Ugly Tuna LLC dba Ugly Tuna Sushi

Business License Status:

License #1021920, pending CofO issuance, as of 4/19/2019.

Hello Sherry,

This is for Ugly Tuna Sushi – job # 62717 15459 W. Bell Rd.

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

This will be a restaurant with a bar to support the restaurant. While a bar is in the layout of the business this business is currently set up to run both lunch and dinner service. This establishment should see a wide range of customers from the local area.

2. Effect of vehicular traffic in close proximity:

This is a large commercial strip mall type area. There is a major workout gym in the same area. There are also several other well established businesses in the area. There is plenty of parking located in the immediate parking lot and this business should not bring excessive parking or traffic issues.

3. Violation in the last 5 years:

This is a new business to the area. This is also a new liquor license to this area. There have not been any significant criminal activity that is liquor or bar related to this location.

4. Hours of operation:

The proposed hours are 11am to 930pm daily. Other business in the area would not be effected by the hours of operation. This is normal business hours for the other types of businesses that are close proximity.

5. Appropriateness of the series license requested:

Series 12 is a standard restaurant license and is appropriate for this type of business.

If I missed anything please let me know!

Master Officer Jason Washburn #2043
Surprise Police Department
Community Relations Unit
14250 W. Statler Plaza Suite 103
Surprise, AZ 85374
Office: 623-222-4176
Fax: 623-222-4006
Email: Jason.washburn@surpriseaz.gov

WE ARE  YOUR POLICE



Surprise Fire-Medical Department

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



April 22, 2019

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: UGLY TUNA SUSHI
15459 W Bell Rd, Suite 113
Surprise, Arizona 85374

The Surprise Fire-Medical Department recently reviewed plans included with the Liquor License Request for the above referenced location to ensure compliance with the applicable fire codes within the tenant space. Based on the plans submitted we have no comments at this time.

If you have any questions feel free to contact me.

Keith Tanner, Fire Marshal
Community Risk Reduction Division



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: Legal

District: Citywide

Staff Recommendations: None

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

Consideration and action pertaining to authorizing civil litigation to redress the damages the City of Surprise has, and will sustain, due to the wrongful manufacture and distribution of prescription opiates.

Motion:

I move to approve the engagement letter and authorize the City Attorney to execute same in order to pursue civil litigation to redress the harms suffered by the City due to the opioid epidemic.

Background:

The City of Surprise, like all cities and counties within Arizona, has been impacted by the Opioid epidemic. The Arizona Department of Health Services (ADHS) maintains statewide opioid data available in real time at www.azhealth.gov/opioid. According to ADHS, from June 15, 2017 to April 18, 2019 alone, there were 20,541 suspected opioid overdoses and 2,886 suspected opioid deaths in Arizona. This crisis has, without a doubt, negatively impacted the City of Surprise. Whether it be from exacting additional burdens on the City's public safety departments and services, increased healthcare costs, or loss of tax revenue; the City has been damaged.

City staff has engaged in discussions and meetings with legal counsel who are interested in representing the City of Surprise in complex litigation against those responsible for the economic and societal harms suffered by the City due to opiates flooding our state, County, and City. The purported firms which would represent the City of Surprise are currently representing various other Arizona jurisdictions, such as the City of Prescott and Glendale in similar actions.

Objective Analysis:

Approval of this item will authorize the City to enter into civil litigation against parties who have caused or contributed to the opioid epidemic in Arizona and specifically in Surprise, and will retain a consortium of law firms led locally by the Arizona firm of Fennemore Craig to represent the City in such litigation on a pure contingency basis. The litigation will not result in additional expense to the City or its taxpayers due to the contingent nature of the engagement.

Policy Compliant:

This matter complies with all applicable City of Surprise policies and practices.

Financial Impact:

The engagement of the law firms is on a pure contingency basis. Only if there is recovery of damages in the litigation (or example, by settlement or trial and verdict) will the City pay a 20% contingency fee from the amount recovered. If there is no recovery, there are no attorneys fees paid by the City.

Likewise, the City will not be responsible for any costs or expenses associated with the litigation, for instance, expert fees and expenses, unless there is a recovery of damages. Again, if there is no recovery, the City is NOT responsible for any costs associated with the litigation.

Budget Impact:

Because cost to the City is contingent on the City recovering damages, and is then limited to that recovery only, this matter will not require budgeting or a set aside of funds. Inversely, in the event of recovery, the City is likely to have additional funds available to positively impact the budget by redressing the economic harm suffered by the City due to, among other things, crime, healthcare related costs, and loss of tax revenue as a result of the opioid epidemic's impact on the Surprise community.

FTE Impact:

N/A.

ATTACHMENTS:

1. Retainer Agreement -- AZ (City of Surprise) 2019-04-24
-

ENGAGEMENT TO REPRESENT

RE: CITY OF SURPRISE, ARIZONA in civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby (the "Litigation").

1. **SCOPE OF EMPLOYMENT:** **CITY OF SURPRISE, ARIZONA** (hereinafter "CLIENT"), by and through its City Council, hereby retains the law firms of FENNEMORE CRAIG, P.C., pursuant to the Arizona Rules of Professional Conduct and THEODORA ORINGHER P.C., AND ANDREWS & THORNTON (the "FIRMS") pursuant to the California Rules of Professional Conduct and the Arizona Rules of Professional Conduct on a contingent fee basis, to pursue civil remedies against the manufacturers of prescription opiates and those in the chain of distribution of prescription opiates responsible for the opioid epidemic that is plaguing the CLIENT, including but not limited to filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby. The FIRMS may decide to associate with other co-counsel in the case besides those named in this paragraph. Co-counsel will be bound by the same obligations and covenants as the FIRMS. Any questions or inquiries about the case should be addressed to Joe Dunn, of ANDREWS & THORNTON. CLIENT consents to the participation of the following firms if no conflicts exist, including but not limited to conflicts pursuant to applicable rules of professional conduct.:

FENNEMORE CRAIG, P.C.
2394 E Camelback Road, Suite 600
Phoenix, AZ 85016

THEODORA ORINGHER P.C.
535 Anton Blvd, Ninth Floor
Costa Mesa, CA 92626

ANDREWS & THORNTON
4701 Von Karman Avenue, Suite 300
Newport Beach, CA 92660

2. **ATTORNEY FEES:** In consideration for the services the FIRM is agreeing to provide, the CLIENT agrees to pay twenty percent (20%) of the total recovery (gross) in favor of the CLIENT as an attorney fee (the "Fee") whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of any costs and expenses. CLIENT grants the FIRMS an interest in a fee based on the gross recovery. If a court awards attorney fees, the FIRMS shall receive the greater of the gross recovery-based contingent Fee or the attorney fees awarded. **There is no fee if there is no recovery.** For the avoidance of doubt, the Fee is calculated from the gross award or settlement in the CLIENT's favor. After the 20% Fee is deducted, costs and expenses are then deducted from the CLIENT's remaining 80% share.

The CLIENT acknowledges this Fee is reasonable given the time and labor required, the

novelty and difficulty of the questions involved, the skill required to perform the legal services, the likelihood this employment may preclude other employment by the FIRMS, the fee customarily charged for similar legal services, the anticipated (contingent) litigation expenses, the experience, reputation, and ability of the lawyer or lawyers performing the services, and the fact that the Fee is contingent upon a successful recovery.

The Litigation is intended to address a significant problem in the community. The Litigation focuses on the manufacturers and wholesale distributors and their roles in placing millions of prescription opiates into the marketplace, which has resulted in opioid addiction, abuse, morbidity and mortality on an unprecedented scale. There is no easy solution and no precedent for such an action against these industries. Many of the facts of the case are locked behind closed doors. The billion-dollar drug manufacturing and distribution industries deny liability. The litigation may be very expensive, and the litigation expenses will be advanced by the FIRMS with reimbursement contingent upon a successful recovery. The FIRMS are therefore taking significant financial risks; the outcome of the Litigation is uncertain, as it is in all civil litigation, with compensation contingent upon a successful recovery.

Negotiability of Fees: The rates set forth above are not set by law but are negotiable, and have been negotiated, between the FIRMS and CLIENT.

3. REPRESENTATION OF OTHER ENTITIES: CLIENT acknowledges that the FIRMS represent other governmental entities against the same defendants. It is possible that such other representation may create a conflict with your interests, including with respect the availability of funds to settle a claim or pay a judgment. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients against the same defendants even if the interests of such clients in those other matters are directly adverse to your interests, including in litigation. We agree, however, that the above consent shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that if known to such other client, could be used in any such other matter by such client to your material disadvantage.
4. COSTS AND OTHER EXPENSES: THE FIRMS and/or the other law firms in association with the FIRMS shall advance all litigation expenses necessary to prosecute these claims. Litigation expenses include but are not limited to expenses or charges for court costs, filing fees, depositions, and expert witnesses. CLIENT agrees that the term "expenses" includes but is not limited to retaining and compensating experts, copying and review of voluminous documents, postage, research, computerized document management, conference calls, jury consultants, travel, and costs relating to the depositions of defendants' representatives, witnesses, and agents. If a matter requires experience or expertise uncommon to the FIRMS, outside counsel may be retained. The FIRMS will be reimbursed FIRMS' reasonable costs associated with the outside assistance. **There is no reimbursement of litigation expenses if there is no recovery. In no event will the CLIENT be obligated to pay costs and expenses advanced in excess of, or from any source other than, the CLIENT's share of any recovery. Costs and expenses**

advanced will be payable only out of the CLIENT's share of any recovery and will not affect the contingency rate or fees due to the FIRMS. As this is complex litigation, the FIRMS reserve the right to add any additional counsel, law firms, consultants and experts; however, this will in no way increase the Fee as per the terms of this contract.

Additionally, as previously disclosed, the FIRMS are representing various other municipalities in Arizona, and in other States, regarding the same or similar claims as the claims FIRMS are asserting on behalf of CLIENT. In doing so, certain costs will be incurred that will benefit all clients, generally. In those circumstances, FIRMS will use their best efforts to allocate and share costs amongst all CLIENTS in an equitable manner, preferably on a pro rata basis according to the respective headcounts of each client. Before allocating a share of such costs to CLIENT and seeking payment of those costs, the FIRMS will seek CLIENT's pre-approval, which will not be unreasonably withheld, of the allocation apportioned to CLIENT.

5. FEE SHARING WITH CO-COUNSEL: The division of fees, expenses and labor amongst the FIRMS will be decided by private agreement between the FIRMS and subject to approval by the CLIENT. Any division of fees will be governed by the Arizona Rules of Professional Conduct, including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is required by law, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of the Arizona Rules of Professional Conduct; and (4) the total fee is *not clearly excessive*.
6. CHARGING LIEN: CLIENT acknowledges that this contingency fee agreement entitles the FIRMS to a lien against the CLIENT's recovery for reasonable fees, costs, and expenses, governed by ER 1.5(c) of the Arizona Rules of Professional Conduct and Arizona common law. This lien remains in place even in the event FIRMS are discharged by the CLIENT. No lien will be asserted unless the CLIENT receives a recovery from the Litigation via settlement, judgment or otherwise.
7. ABSOLUTE AND INDEPENDENT AUTHORITY OF CLIENT: The CLIENT at all times shall retain absolute and independent authority to decide the direction and disposition of the Litigation and personally oversee and maintain ultimate control of the Litigation, including trial or settlement.
8. COMMUNICATIONS WITH CLIENT: Upon conclusion of the Litigation, COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the CLIENT and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual

division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 2-200(A)(1) and (A)(2) of the California Rules of Professional Conduct and in ER 1.5(a)-(e) of the Arizona Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

9. CLIENT'S DUTIES: The CLIENT agrees to be truthful and cooperative with COUNSEL, to keep COUNSEL informed of any information or developments that may come to its attention that are relevant to the scope of the litigation, to provide reasonable access to information COUNSEL may need in order to effectively prosecute the Litigation, including responding to all appropriate discovery requests, and to attend meetings when reasonably requested by the FIRMS.

10. OTHER TERMS AND CONDITIONS

a. Who is Our Client? It is our policy to represent only the person or entity identified in our engagement letter. Unless specifically stated in that letter, our representation of you does not extend to any of your affiliates, employees, officers, agencies, departments, or other governmental bodies under your supervision and control, or any entities in which you own an interest or have supervisory authority. If you are a partnership, our representation does not extend to the individual partners of the partnership. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members. In addition, the advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by anyone else without our written consent.

b. Conflicts.

(i) The firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests, including in litigation. You consent to and agree to waive any conflict of interest that arises out of our representation of such other present or future clients and that you will not seek to disqualify the firm from representing any other client on any matter adverse to you (except for matters substantially related to our work for you), including but not limited to personal injury tort claims against you and procurement or construction related matters. We agree, however, that the above consent shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that if known to such other client, could be used in any such other matter by such client to your material disadvantage. In similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

(ii) In addition, you agree that we may disclose the fact of our representation of you, without disclosing the nature of such representation, to other current or future clients that may be adverse to you for the purpose of obtaining such other clients' consent to any conflict of interest that may be presented by our representation of you and such other client. We will not disclose to the other client any confidential information pertaining to our representation of you.

c. Estimates. Any estimates of anticipated fees that we provide, for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Such estimates are not a maximum or minimum fee quotation.

d. Opinions. During the course of our representation of you, we may express opinions or beliefs concerning litigation or various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, and should not be construed by you as a promise or guarantee.

e. Client Responsibilities. Recognizing that we cannot effectively represent you without your cooperation and assistance, you agree to cooperate with us and to provide promptly all information known or available to you that is relevant to the subject matter of our representation or otherwise requested by us, including any changes in the name, address, telephone number, contact person, e-mail address, state of domicile or other relevant changes regarding you or your business. Failure to provide requested information could reduce the effectiveness of our representation. It is essential that we be able to reach you when needed. If you affiliate with, acquire, or are acquired by or merge with another company, you agree to provide us with sufficient notice to permit us to determine whether such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger.

f. Representation of Lawyers. We sometimes represent lawyers and law firms, and we are sometimes represented by other lawyers and law firms in matters unrelated to our representation of you. Because we do not believe these representations will materially limit our responsibilities to you or will otherwise adversely affect our representation of you, we do not believe these representations present conflicts of interest, including where any such firm also represents a client whose interests are opposed to yours in either a litigation or transactional setting. If, however, you have any concerns about whether such a relationship exists between this firm and the law firm that represents a client whose interests are adverse to yours in connection with this representation, please ask us whether there is any such relationship and we will attempt to address your concerns. Otherwise, you agree that we may represent or be represented by lawyers or law firms that also represent clients whose interests are adverse to yours.

g. Renewals and Updates. We do not undertake to renew or maintain any trademarks, trade names, patents, UCC financing statements, judgments or other filings unless (i) otherwise specifically agreed upon in writing, and (ii) we are currently representing you at the time such renewal is required. As a matter of courtesy only, we may from time to time voluntarily provide you with notices of future events or activity

affecting your rights related to such filings or other documentation we have prepared, but any such notices shall not be regarded as evidence of an obligation to provide them to you or any assurance that such notices will be provided in the future.

h. Termination. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct and our obligation to give you reasonable notice to arrange for alternate representation. The engagement shall also terminate on the completion of our services hereunder. Our relationship will also be considered terminated if no matters are pending and there have been no communications between us for three months or more, unless otherwise agreed to in writing. In the event of termination prior to CLIENT receiving a recovery, CLIENT will remain obligated to pay fees and costs incurred prior to the termination only if CLIENT terminates the engagement without good cause.

i. Post-Engagement Matters. Unless our engagement is by its nature a continuing one (as when we are initially engaged to handle one of a series of separate matters that will be referred to us in connection with an ongoing project) or unless the engagement letter specifically reflects that our engagement is intended to continue beyond the current matter, our engagement will cease upon completion of the matter for which you have engaged us. Upon conclusion of the tasks we have been asked to perform in connection with this engagement, we will have no duty to inform you of future developments or changes in the law affecting any of your interests including your interests in the matter subject to this engagement. To the extent that we voluntarily provide you with newsletters, documents or information concerning such matters following the conclusion of this engagement, such provision shall be considered a matter of courtesy only and shall not be considered the fulfillment or basis of any duty or the re-establishment of any attorney-client relationship.

j. Retention and Destruction of Documents. Following the conclusion of this engagement, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment of outstanding fees and costs. Our own files pertaining to the matter, which include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work reports, prepared by or for the internal use of lawyers, will be retained by the firm. If you do not request the return of your records, your records will be destroyed following the period of time specified by our document retention / destruction policy. This period may vary depending on the nature of the engagement involved. In any event, all files may be destroyed seven years following the conclusion of the engagement.

k. Fee Arbitration. In the unlikely event of any dispute regarding the amount or payment of fees, we have the right to terminate our legal representation in this matter, subject to our obligation to give you reasonable notice to arrange for alternate representation. We mutually agree that any such fee dispute shall be submitted to mandatory binding arbitration. While arbitration is a faster, less costly and less publicized avenue for resolving disputes, you should know that in agreeing to arbitration,

you are waiving your right to a trial by jury. Because of this, you are encouraged to seek the advice of independent counsel before agreeing to these terms. Such arbitration shall be conducted in accordance with procedures established by the State Bar of Arizona before an arbitrator or arbitrators selected in accordance with those procedures, who shall hear and resolve the dispute in Maricopa County, Arizona. The decision of the arbitrator(s) shall be final and binding on the parties. Judgment on any arbitration award may be entered in accordance with the provisions of the Uniform Arbitration Act, as adopted in Arizona, A.R.S. §§12-1501 *et seq.*, and of the Arizona Rules of Civil Procedure. The prevailing party in any such arbitration shall be entitled to an allowance of reasonable attorneys' fees and other costs incurred as a result of the action or proceeding.

l. Mediation. As to any claim or dispute arising out of or connected with our services, other than a fee dispute covered by the preceding paragraph, we mutually agree to attempt in good faith to settle the dispute by non-binding mediation before commencing any legal action or other dispute resolution procedure.

m. Affiliations. Fennemore Craig is a member of one or more networks of independent law firms, such as The Toledo Group, a national network of independent law firms that seeks to share experiences and best practices in law firm administration, management, technology and service. Although a member of one or more such organizations, Fennemore Craig is completely independent and does not have common operations, share fees or collaborate on a pre-arranged basis with other member firms. If collaboration with other independent members of organizations is appropriate to serve your needs, Fennemore Craig will discuss the specific engagement with you.

n. Confidentiality. We will maintain all information regarding your representation confidential in accordance with the Arizona Rules of Professional Conduct. From time to time we may have discussions with other lawyers for the purpose of considering their employment by Fennemore Craig, or law firms for the purpose of considering a potential combination with such law firms. During the course of those discussions it may be necessary to disclose your identity as a client or fee and billing information relating to our representation of you. Such disclosure shall be subject to a confidentiality agreement between us and such other lawyers or law firms, and you agree that we may disclose such limited information for these purposes.

o. Multi-Party Representation.

(i) Under the Rules of Professional Conduct, we are permitted to represent multiple clients in a matter as long as we can adequately represent the interests of each client and each client knowingly consents to the joint representation. If this matter involves our representation of multiple clients, either at the commencement or during the course of the representation, we believe, based on the information available to us at the time of undertaking the joint representation, that there are no conflicts of interest among the clients that would prevent us from undertaking their joint representation. Accordingly, we will share all material information relating to the representation with all clients; although our communications with one or more of you are protected by the client-attorney

privilege vis-à-vis all third parties, information any one of you shares with us is not protected by the privilege among yourselves. While the interests of the multiple clients may be similar in many respects, they may not be identical and a conflict may develop at some later date. If at any time you become aware of any conflict or potential conflict between your interests and those of another client, you agree to communicate with us immediately so that we can determine whether we can continue to represent any of the clients. If the parties disagree on any issue, we will ask you to resolve your differences among yourselves, without our assistance. If you cannot resolve your differences, we will not be able to represent any one of you as to that issue. If the differences are serious enough, we may be required by applicable ethics rules to withdraw from the matter completely.

(ii) While our bills may only be sent to one party of the multi-party representation, all parties to the representation are jointly and severally responsible for payment of our fees and costs, unless otherwise agreed to in writing.

(iii) If fewer than all parties have agreed to pay our fees and costs for the benefit of all, those clients who will not be responsible for payment of our fees and costs have consented to our joint representation of all clients notwithstanding that our fees and costs will be paid by one or more of the other clients.

p. Local Counsel. If you have engaged Fennemore Craig, P.C. as Arizona counsel to work with lawyers outside Arizona whom you have engaged for the specific purpose of having overall responsibility for the matter for which you have engaged us (“nonresident counsel”), our responsibility will be limited to consulting with nonresident counsel about matters of Arizona law and procedure. Notwithstanding this limitation, we will undertake any tasks necessary to comply with our obligations under state and federal rules and, pursuant to direction from nonresident counsel, we will undertake other tasks and responsibilities necessary to accomplish the goal of the representation. Performing services as local counsel requires us to review correspondence and pleadings sufficient to understand the tasks we may be requested to perform, fulfill our obligations under state and federal rules, and respond to inquiries from parties, counsel, courts, and governmental agencies. The reasonable time required for these activities will be billed and paid in accordance with these Terms of Engagement.

q. Representation of Attorneys. If you are an attorney or a law firm, our work on your behalf will be limited to the work described in the accompanying engagement letter. Because we may represent clients in business and litigation matters where your firm represents a party with interests adverse to those of our other clients, the potential exists that actions taken by Fennemore Craig on behalf of its clients could directly or indirectly impact you and your firm. Examples are claims of conflict of interest, requests for discovery sanctions, and objections to fee applications. Accordingly, our representation of you and your firm is with the understanding that you consent to any conflict of interest with respect to our representation of other clients with respect to such matters.

r. Representation of Employees and Employers. If we are representing both an employer and employee as joint clients, we have formed a judgment that employee's and employer's interests are sufficiently aligned that no conflict of interest is presented by the joint representation. If employer has agreed to pay our fees and expenses for both employer and employee, employee consents to such payment by employer. We urge employee, however, to consult with another attorney of her or his choice about our representing both employee and employer. Either party has the right to discharge us at any time, for any reason. If we learn something from either employee or employer that is relevant and material to the other concerning this matter, each agrees that we will share such information with the other, even if it is something employee or employer would otherwise want to be kept secret. If at some point we believe a conflict exists or is likely to develop between employee and employer, employee agrees that we may withdraw from representing employee and continue representing employer. Moreover, employee agrees that we will be permitted to use information gained from employee to defend employer, even if the information is something employee would want to be kept secret. Employee also agrees that we will be permitted to use this information if employee discharges us.

s. Insurance Coverage. If the services we are engaged to perform relate to the defense of your intellectual property rights, or other interests in litigation, your comprehensive general liability or other liability insurance may provide some reimbursement for the associated legal fees. You should contact your insurer or broker to determine the nature and extent of any applicable coverage. Our representation does not include responsibility for review of your insurance policies to determine the possibility of coverage for the matters subject to our representation, or for notification of your insurance carriers about the matter. It is the client's responsibility to pay the firm for services rendered and to obtain reimbursement from any insurer, unless we have otherwise agreed with you and your insurer.

t. Representation of Insureds. If our representation of you arises out of a matter for which you have insurance, and your insurance company has agreed to pay our fees and costs, you consent to our representation of you in such matter notwithstanding the payment of our fees and costs by an insurance company. We have accordingly formed a judgment that such payment will not interfere with our independent professional judgment or our relationship with you, our client. Moreover, except as provided below, information relating to your representation will be kept confidential unless you consent to its disclosure.

11. REVIEW AND UNDERSTANDING OF THIS AGREEMENT: CLIENT acknowledges review and understanding of this agreement, having read its contents in its entirety, and CLIENT understands and agrees with all of its provisions. CLIENT acknowledges that the FIRMS and their employees or agents have made no promise or guarantee regarding the successful determination of CLIENT's claim or causes of action or regarding the amount of recovery or the type of relief, if any, which CLIENT may obtain as a result of the

Litigation. The FIRMS, their attorneys and this Agreement make no such promises or guarantees. Attorneys' comments about the outcome of the Litigation are expressions of opinion only, and the attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this _____ day of _____, 2019.

_____, **ARIZONA**

Accepted:

FENNEMORE CRAIG, P.C.
2394 E Camelback Road, Suite 600
Phoenix, AZ 85016

THEODORA ORINGHER P.C.
535 Anton Blvd, Ninth Floor
Costa Mesa, CA 92626

ANDREWS & THORNTON
4701 Von Karman Avenue, Suite 300
Newport Beach, CA 92660

By _____

Date

Anne Andrews
Lead Counsel



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Preliminary Plat entitled, "Desert Oasis-Parcel B9" dated February 15, 2019, a property generally located west of 163rd Avenue and north of Grand Avenue; Resolution #2019-56.

Motion:

I move to approve Resolution #2019-56.

Background:

On March 16, 2018 Cardno, Inc., submitted a request for a Preliminary Plat for Desert Oasis Parcel B9 generally located west of 163rd Avenue and north of Grand Avenue.

Objective Analysis:

This proposed Preliminary Plat will allow for the development of a new residential subdivision of 141 lots on the subject site.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-144 - DOAS B9 - Staff Report - CC
2. 01 - FS18-144 - DOAS B9 - Vicinity Map
3. 02 - FS18-144 - DOAS B9 - Preliminary Plat
4. 04 - FS18-144 - DOAS B9 - LAFB Comments

5. 03 - FS18-144 - DOAS B9 - Landscape Plans
 6. FS18-144 - DOAS B9 - PowerPoint - CC
 7. Res 2019-56 Preliminary Plat Desert Oasis
-

Case: **FS18-144**

Project Name: Desert Oasis B9

Council District: **1 – ACACIA**

Meeting Date: **May 7, 2019**

Planner: Sergio Angulo

Owner: Centex Homes

Applicant: Dan Pottinger with Cardno, Inc.

Request: Preliminary Plat for 141 Lots.

Site Location: Generally south of Jomax Road and west of 163rd Avenue in Desert Oasis.

Site Size: 42.47 Acres (approx.)

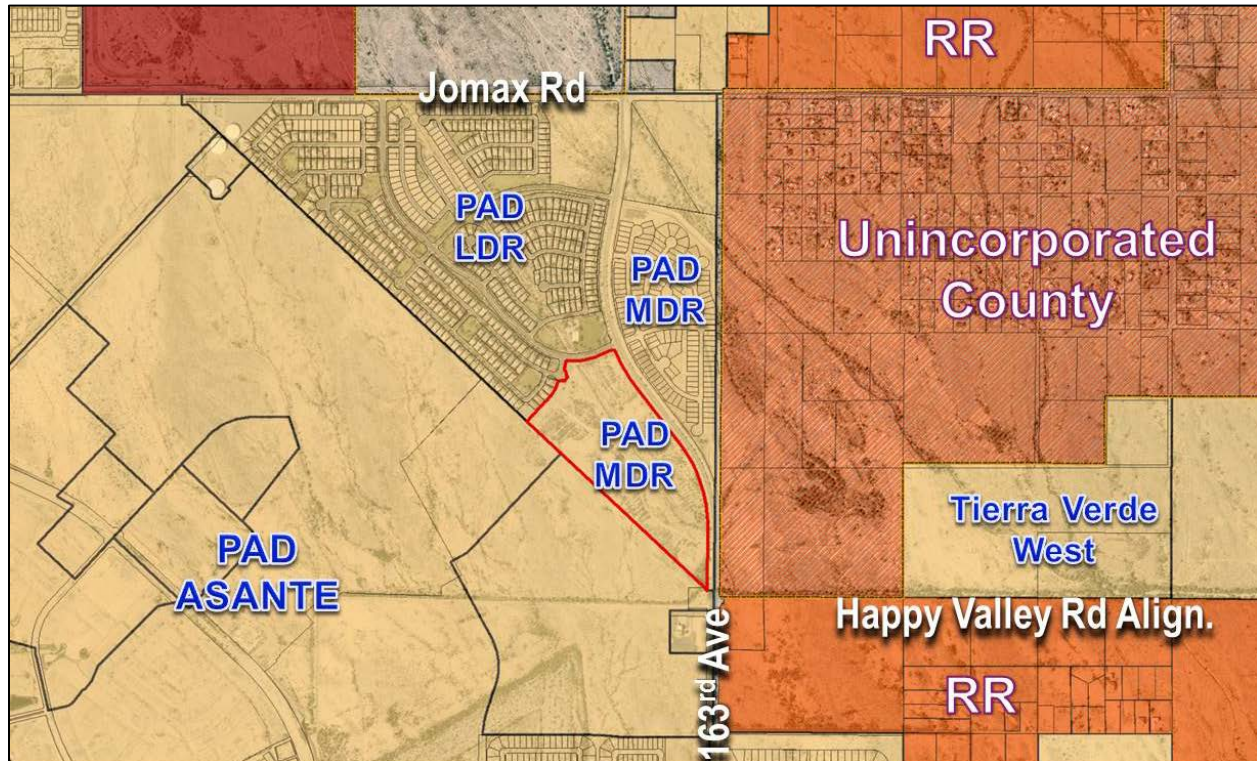
Density: 3.32 Dwelling Units per Acre

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-144.

Support/Opposition: None known.

Staff Recommendation: On April 4, 2019 the Planning and Zoning Commission recommend approval of the Preliminary Plat, Case FS18-144, to the Mayor and City Council, subject to stipulations 'A' to 'F'.

34 **Existing Land Zoning:**



PAD (LDR)	PAD (MDR)	PAD (MDR)
PAD Asante (LDR)	PAD (MDR)	Maricopa County (R-5 RUPD)
PAD Asante (LDR)	PAD Asante (LDR)	Residential Ranch (RR)

35 **History:**

36
37 **November 3, 1988:** The subject parcel was annexed into the City.

38
39 **September 14, 2000:** The Mayor and City Council approved The Desert Oasis at Surprise
40 Planned Area Development (PAD).

41
42 **November 20, 2017:** Staff met with the applicant to discuss the project during a regularly
43 scheduled Concept Review meeting under CR17-653.

44
45 **March 16, 2018:** The applicant filed a request for a Preliminary Plat approval for a new
46 141-lots residential subdivision.

47
48 **April 4, 2019:** The Planning and Zoning Commission recommended approval of the
49 Preliminary Plat, Case FS18-144, to the Mayor and City Council.

Project Description:

Centex Homes requests approval of a Preliminary Plat to allow for the development of a single-family residential subdivision on approximately 42.47 acres in parcel B9 of the Desert Oasis at Surprise Planned Area Development (PAD) generally located south of Jomax Road and west of 163rd Avenue. The applicant proposes 141 residential lots and landscape tracts for open space recreation and retention which includes an amenity tot lot.

The subject property is zoned Planned Area Development (PAD) and has a land use designation of Medium Density Residential. The PAD allows a maximum density of 6 dwelling units per acre and this development proposes a total density of 3.32 dwelling units per acre.

The proposed subdivision shows two (2) access points into the site; one (1) located on the east side from 163rd Avenue and the other located on the north side from Desert Oasis Boulevard. This development will include the construction of two additional travel lanes (one northbound, one southbound) on 163rd Avenue along the frontage of Desert Oasis Parcel B9 and B10. Stipulation 'C.4' will require the applicant to continue the added northbound lane on 163rd Avenue from Prickly Pear Trail to the northern boundary of Parcel B10. The improvements also require the extension of the culverts under 163rd Avenue and Stipulation 'D' ensures that those improvements meet the requirements of the Engineering Development Standards and the Flood Control District of Maricopa County.

The project proposes good pedestrian connectivity from the residential lots to the open space tracts and to the proposed sidewalks along 163rd Avenue. The project also proposes a trail along the drainage channel that runs through the center of the development. This trail connects to the trail in the existing development to the northeast. The applicant continues to work with the City on the final design of the drainage channel that runs through Tract A and Tract B of the site. Stipulation 'E' will ensure that the drainage channel is designed to meet the requirements of the Army Corp of Engineers, Flood Control District of Maricopa County, City of Surprise Engineering Design Standards, and City of Surprise Unified Development Code.

The proposed subdivision consists of 141 single-family detached homes. The typical lot size proposed in this subdivision is 50' x 115'. The site dedicated approximately 15.9 acres (43%) for open space which includes a tot lot with playground equipment, BBQ facilities, shaded seating, and a multi-use trail along the drainage channel that runs through the center of the site. Additional landscape and retention basins also contribute to the total open space. The proposed open space and landscape meets and exceeds the minimum requirements of the PAD (10%) and the SUDC (20%).

90 **Reviewing Agencies:**

91
92 In addition to the standard city internal reviewing departments, the Dysart Unified School
93 District, the Arizona Department of Transportation, Maricopa Water District, Flood Control
94 District of Maricopa County, and Luke AFB were included in the routing of this request. The
95 Flood Control District requires an updated CLOMR that includes the culvert extensions.
96 The CLOMR shall be approved by the Flood Control District of Maricopa County prior to
97 approval of the Final Plat. None of the other reviewing agencies indicated any concerns
98 over the request.
99

100 **Summary:**

101
102 By accepting and incorporating stipulations 'A' through 'F' the proposed Preliminary Plat will
103 meet the requirements of the Desert Oasis at Surprise PAD, the SUDC, and the General
104 Plan.
105

106 **Findings:**

- 107
108
 - The proposed Preliminary Plat is consistent with the Surprise General Plan 2035.
 - The proposed Preliminary Plat is consistent with the Desert Oasis at Surprise PAD
109 and the SUDC.
110
111

112 **Recommendation:**

113
114 On April 4, 2019 the Planning and Zoning Commission recommend approval of the
115 Preliminary Plat, Case FS18-144, to the Mayor and City Council, subject to stipulations 'A'
116 to 'F' as outlined below:
117

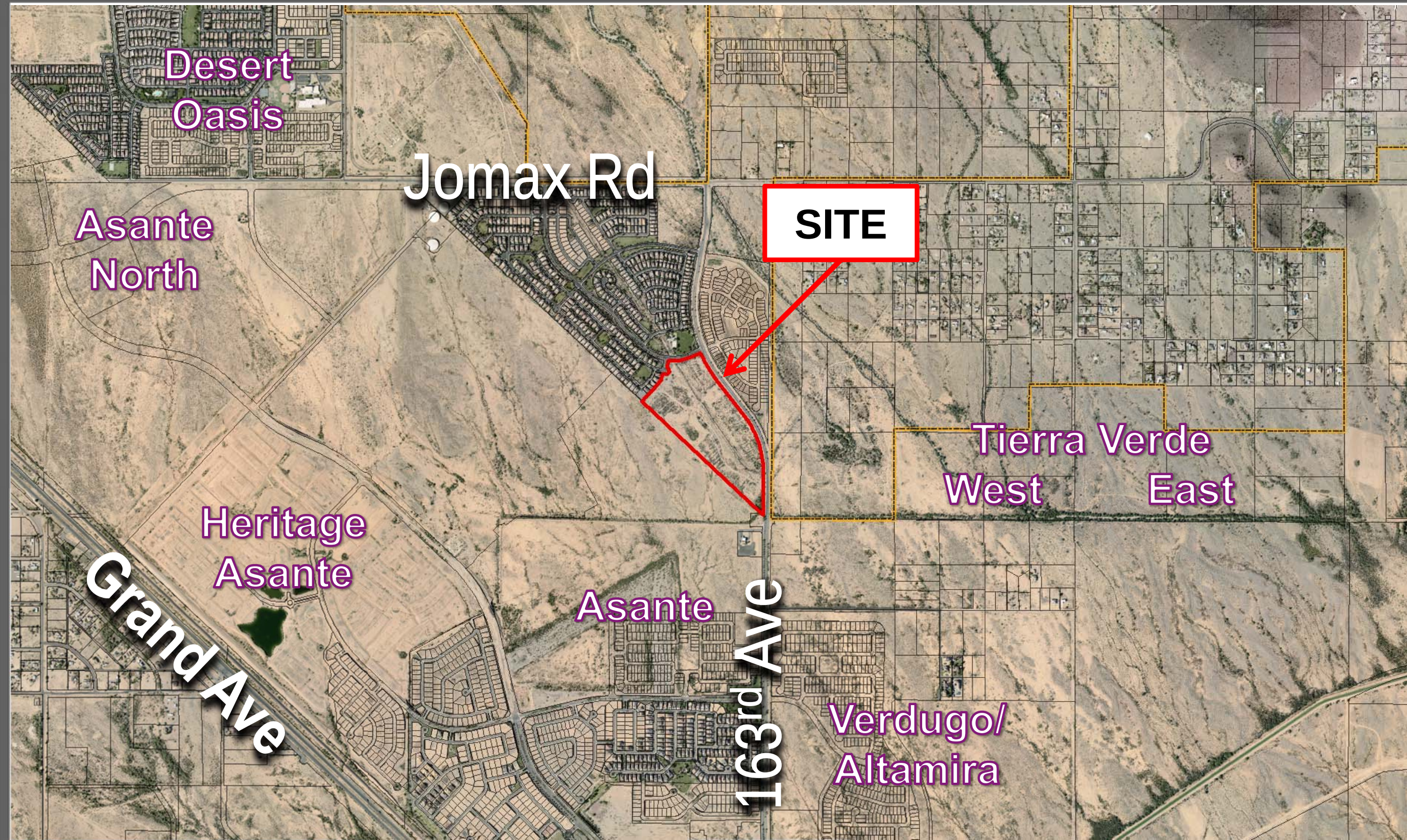
- 118 A. Development and use of the site shall be consistent with the Preliminary Plat
119 entitled "Preliminary Plat Desert Oasis – Parcel B9" consisting of three (3) sheets
120 prepared by Cardno and stamped received February 15, 2019, except as
121 otherwise modified by these stipulations.
122 B. Landscaping, walls, and amenities associated with the site shall be consistent with
123 the Preliminary Landscape Plan entitled "Landscape and Wall Plan Desert Oasis –
124 Parcel B9" consisting of five (5) sheets prepared by CollectiV landscape architects
125 and stamped received February 15, 2019, except as otherwise modified by these
126 stipulations.
127 C. Per the approved Traffic Impact Analysis for Desert Oasis Parcel B10, the
128 following required improvements shall be constructed by Pulte:
129 1. Southbound left turn lane on 163rd Avenue at Desert Oasis Blvd to be
130 expanded from 75' to 160'.
131 2. Southbound left turn lane on 163rd Avenue at Access 1/Prickly Pear Trail to be
132 lengthened from 90' to 160'.

- 133 3. Provide a northbound right turn lane on 163rd Avenue at Prickly Pear Trail. The
134 turn lane shall be at least 160' with 100' taper.
- 135 4. The asphalt will be widened from Prickly Pear Trail to the northern boundary of
136 Parcel B10 to accommodate two through traffic lanes. The second lane will be
137 tapered down with striping to a single lane north of Prickly Pear Trail to match
138 existing conditions.
- 139 D. The existing culverts (3x6'x3') under 163rd Ave will be extended to accommodate
140 the 163rd Avenue Improvements as shown on the 163rd Avenue exhibit that was
141 submitted with the Preliminary Plat as shown on the Culvert Extension – 2 Lanes
142 exhibit. The Culverts shall be extended as part of the 163rd Avenue Improvements
143 as shown on the 163rd Avenue exhibit and concurrent with the completion of
144 Parcel B9. In addition, per the City's Engineering Development Standards (EDS)
145 Section 5.5.1., culverts for collector and arterial streets are to be designed to
146 convey the peak discharge with no flow crossing over the roadway. The existing
147 culverts shall be expanded to accommodate any updated regulated peak flow to
148 meet City of Surprise EDS 5.5.1 requirement. However, because there is currently
149 no existing drainage infrastructure downstream of the existing box culvert (east of
150 163rd Ave) to support the increased box culvert capacity without adversely
151 impacting downstream property, an in-lieu payment agreement shall be executed
152 prior to issuance of the first residential home permit within Parcel B09. The
153 agreement shall address the regional nature of the box culvert expansion and
154 provide a regional distribution of costs in which Pulte shall contribute an allocable
155 share of future box culvert improvement costs based on consideration of Pulte's
156 proportionate share of the following: a). regional drainage flow contribution,
157 b). the overall projected lot count within the regional drainage area, c). or the total
158 acreage of the regional drainage area.
- 159 E. Final design of the drainage channel in Tract A and Tract B shall meet the
160 requirements of the Army Corp of Engineers, Flood Control District of Maricopa
161 County, City of Surprise Engineering Design Standards, and City of Surprise
162 Unified Development Code.
- 163 F. Non-compliance with the stipulations of approval of this case will be treated as a
164 violation in accordance with the provisions of Article XIV of the Surprise Unified
165 Development Code.

166 However, should the Mayor and City Council wish to recommend denial of the request, the
167 Mayor and City Council should make its own findings and base its decision on those
168 alternative findings.

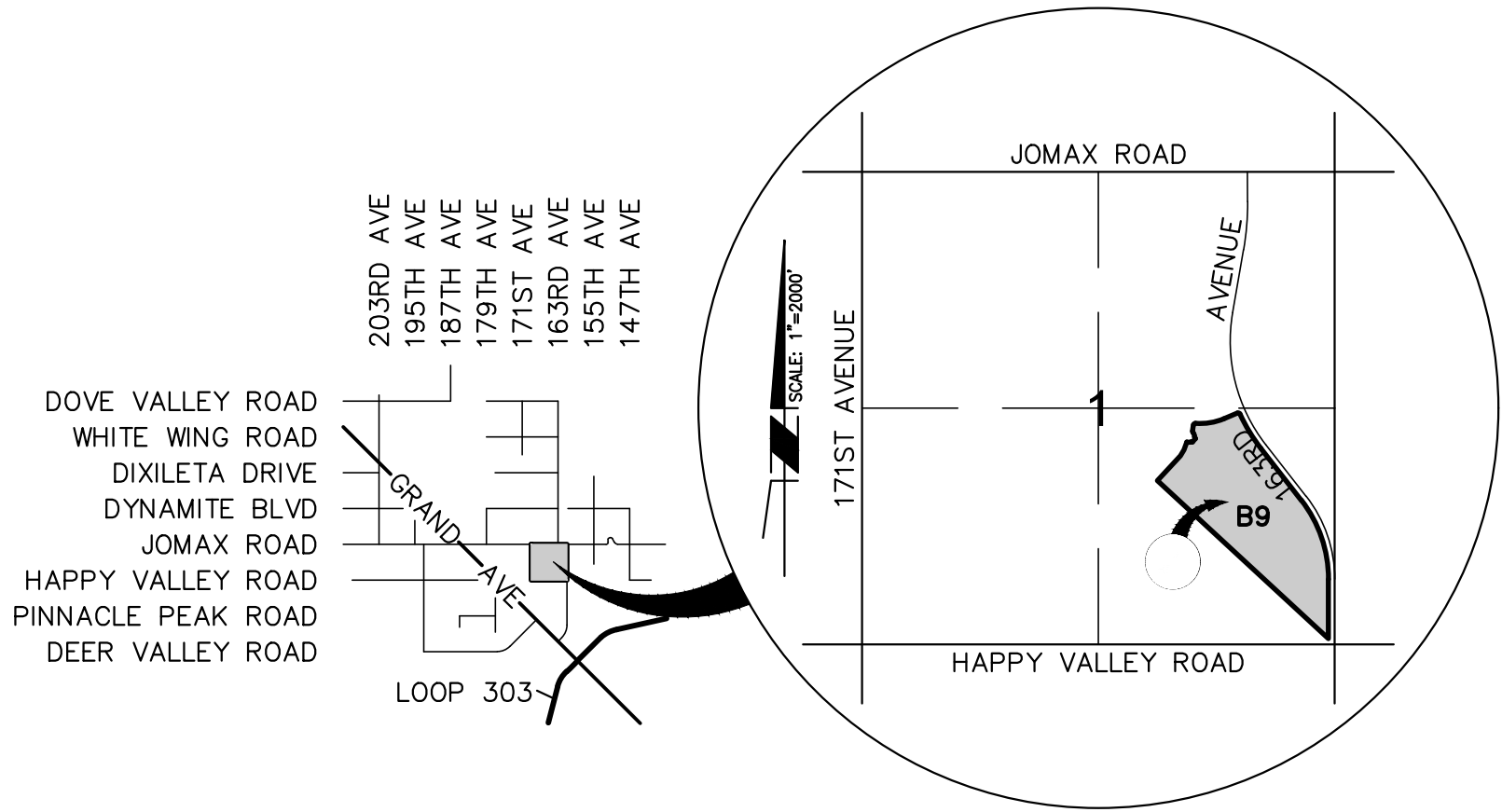
169
170 **Attachments:**

- 171
- 172 01 Vicinity Map
173 02 Preliminary Plat
174 03 Landscape Plans
175 04 Luke AFB Comments

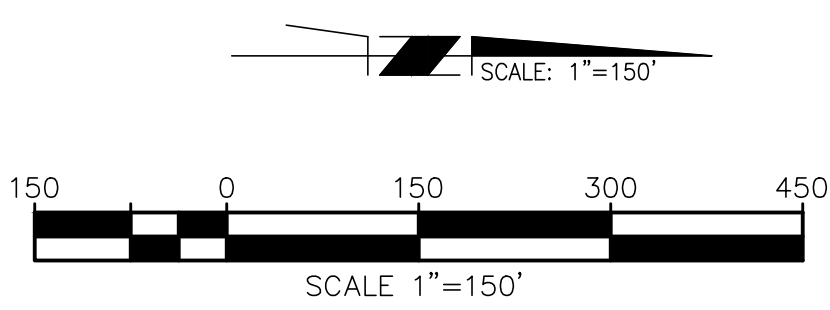


VICINITY MAP

PRELIMINARY PLAT
FOR
DESERT OASIS - PARCEL B9
AT
A PORTION OF THE EAST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA.



VICINITY MAP
1"=2000'



OWNER/DEVELOPER

PULTE HOME COMPANY, LLC
CONTACT: LAURA MEYERS
16767 N. PERIMETER DR, SUITE 100
SCOTTSDALE, ARIZONA 85260
PHONE: (480) 391-6000
FAX: (480) 391-6100

ENGINEER

CARDNO, INC.
DANIEL J. POTTINGER, P.E.
19621 N. 23RD DRIVE, SUITE 150
PHOENIX, ARIZONA 85027
PHONE (602) 977-8000
FAX (602) 977-8099

SURVEYOR

CARDNO, INC.
ART L. SEARS III, R.L.S.
19621 N. 23RD DRIVE, SUITE 150
PHOENIX, ARIZONA 85027
PHONE (602) 977-8000
FAX (602) 977-8099

SHEET INDEX

- | | |
|---|------------------|
| 1 | COVER SHEET |
| 2 | NOTES & DETAILS |
| 3 | PRELIMINARY PLAT |

BENCH MARK

FOUND 3" M.C. HIGHWAY DEPT. BRASS CAP FLUSH ON WEST CORNER OF A CONCRETE HEADWALL APPROXIMATELY 30' EAST OF EDGE OF PAVEMENT OF 163RD AVENUE AT THE SE CORNER OF THE INTERSECTION OF 163RD AVENUE AND JOMAX ROAD.
BM#46 = 1425.07' (NAVD 88)

BASIS OF BEARING

BASIS OF BEARING IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN AS MEASURED BETWEEN THE FOUND MONUMENTS SHOWN HEREON MONUMENTING THE SOUTHEAST SECTION CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 1, HAVING A BEARING OF SOUTH 00°23'20" WEST, BASED ON ARIZONA CENTRAL ZONE, NAD 83.

FLOOD ZONE

THE SITE LIES WITHIN FLOOD ZONE X AND FLOOD ZONE AE (SHADED) AS INDICATED ON THE F.I.R.M. FOR THE CITY OF SURPRISE, MAP NO. 04013C1210L, WITH AN EFFECTIVE DATE OF OCTOBER 16, 2013.

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

ZONE AE IS DEFINED AS "AREAS OF 1% ANNUAL CHANCE FLOOD WHERE BASE FLOOD ELEVATIONS ARE PROVIDED".

LEGEND

- | | |
|-----------|-----------------------------|
| 8"W | PROPOSED WATER |
| ⊙ | PROPOSED FIRE HYDRANT |
| ⊗ | PROPOSED WATER VALVE |
| 8"S | PROPOSED SEWER |
| ○ | PROPOSED SEWER MANHOLE |
| ● | PROPOSED SEWER CLEANOUT |
| EX 8"W | EXISTING WATER |
| ⊗ | EXISTING WATER VALVE |
| ⊙ | EXISTING FIRE HYDRANT |
| EX 12"WSL | EXISTING WELL SUPPLY LINE |
| EX 8"S | EXISTING SEWER |
| ○ | EXISTING SEWER MANHOLE |
| 1002 | EXISTING CONTOURS |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| — | PARCEL BOUNDARY |
| — | STREET DRAINAGE |
| — | PROPOSED SEWER FLOW |
| PUE | PUBLIC UTILITY EASEMENT |
| E/P | EDGE OF PAVEMENT |
| ▨ | EFFECTIVE FLOODPLAIN |
| ⊙ | EFFECTIVE FLOODWAY |

UTILITY COMPANIES

GAS	SOUTHWEST GAS
ELECTRIC	APS
TELEPHONE	CENTURYLINK
CATV	COX COMMUNICATIONS
WATER	CITY OF SURPRISE
SEWER	CITY OF SURPRISE

KEY MAP

PROPOSED
PALOMA CREEK
APN 503-55-014B
HV 31 LLC



PRELIMINARY PLAT
DESERT OASIS - PARCEL B9
PULTE HOME COMPANY, LLC
SURPRISE, AZ

#	DATE	DESCRIPTION



DATE	JAN/2019
DRAWN	LPJ
DESIGNED	DLP
CHECKED	DJP
PROJECT #	4171321000

SHEET TITLE
COVER SHEET
SHEET NUMBER
1
OF 3 SHEETS



LEGAL DESCRIPTION

A PORTION OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1, SAID CORNER BEING AN ALUMINUM CAP STAMPED "RLS 36562", FROM WHICH THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, BEING A MARICOPA COUNTY ALUMINUM CAP STAMPED "RLS 35832", BEARS N00°23'20"E A DISTANCE OF 2635.07 FEET;

THENCE N46°52'53"W, A DISTANCE OF 88.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 163RD AVENUE AS SHOWN ON THE DESERT OASIS OF SURPRISE BAER PARCEL MAP OF DEDICATION RECORDED IN BOOK 666, PAGE 8 OF THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N46°52'53"W, A DISTANCE OF 2421.29 FEET TO THE SOUTHERN CORNER OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT 2005-1367449 OF SAID OFFICIAL RECORDS;

THENCE N43°07'09"E ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID PARCEL, A DISTANCE OF 136.59 FEET TO THE SOUTHERN CORNER OF LOT 38 OF DESERT OASIS OF SURPRISE PARCEL B6 FINAL PLAT AS RECORDED IN BOOK 665, PAGE 36 OF SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID DESERT OASIS OF SURPRISE PARCEL B6 FINAL PLAT THE FOLLOWING ELEVEN (11) COURSES;

THENCE N43°07'09"E, A DISTANCE OF 214.62 FEET;

THENCE N 32°30'49"E, A DISTANCE OF 72.14 FEET;

THENCE N19°27'02"E, A DISTANCE OF 86.70 FEET TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS N20°08'54"E A DISTANCE OF 60.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°00'05", A DISTANCE OF 43.98 FEET TO A POINT BEING THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHERLY, WITH A RADIUS OF 20.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°57'48", A DISTANCE OF 17.09 FEET;

THENCE N42°05'29"E, A DISTANCE OF 47.63 FEET TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS N27°05'57"E A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°15'46", A DISTANCE OF 22.78 FEET TO A POINT BEING THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE WESTERLY, WITH A RADIUS OF 60.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°28'00", A DISTANCE OF 46.57 FEET TO A POINT BEING THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE EASTERLY, WITH A RADIUS OF 20.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°20'05", A DISTANCE OF 17.92 FEET;

THENCE N09°13'48"E, A DISTANCE OF 65.45 FEET TO A POINT BEING THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, WITH A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°37'19", A DISTANCE OF 29.89 FEET TO A POINT BEING THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS N04°51'07"E A DISTANCE OF 635.00 FEET. SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DESERT OASIS BOULEVARD AS SHOWN ON SAID DESERT OASIS OF SURPRISE BAER PARCEL MAP OF DEDICATION;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°23'15", A DISTANCE OF 303.53 FEET;

THENCE N67°27'52"E, A DISTANCE OF 150.79 FEET TO A POINT BEING THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, WITH A RADIUS OF 20.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°17'01", A DISTANCE OF 30.82 FEET TO A POINT BEING THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, WITH A RADIUS OF 1815.00 FEET. SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF 163RD AVENUE;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°20'10", A DISTANCE OF 422.46 FEET;

THENCE S37°35'16"E, A DISTANCE OF 681.57 FEET TO A POINT BEING THE BEGINNING OF A CURVE, CONCAVE WESTERLY, WITH A RADIUS OF 1335.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°58'36", A DISTANCE OF 884.86 FEET;

THENCE S00°23'20"W, A DISTANCE OF 617.11 FEET TO THE POINT OF BEGINNING.

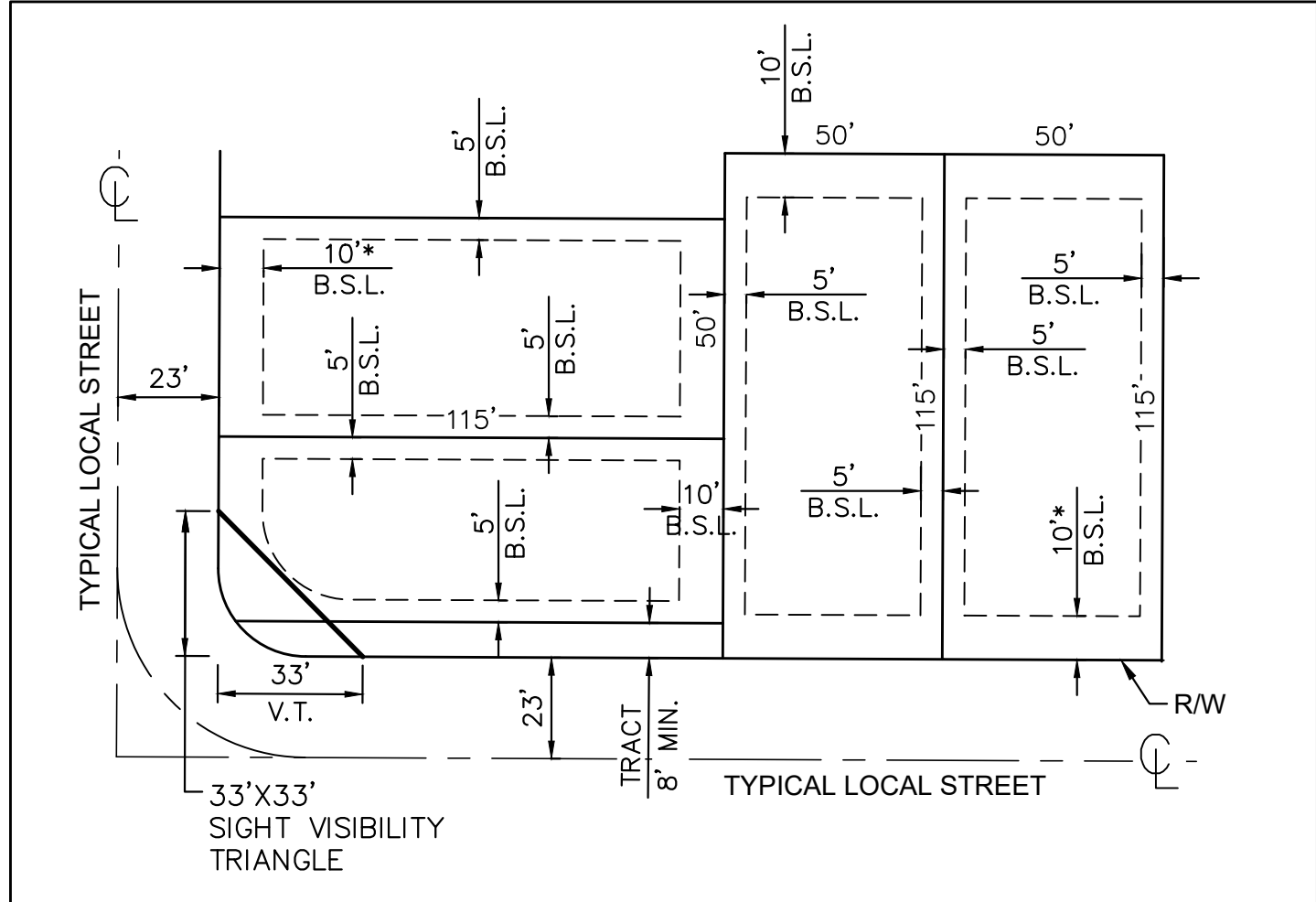
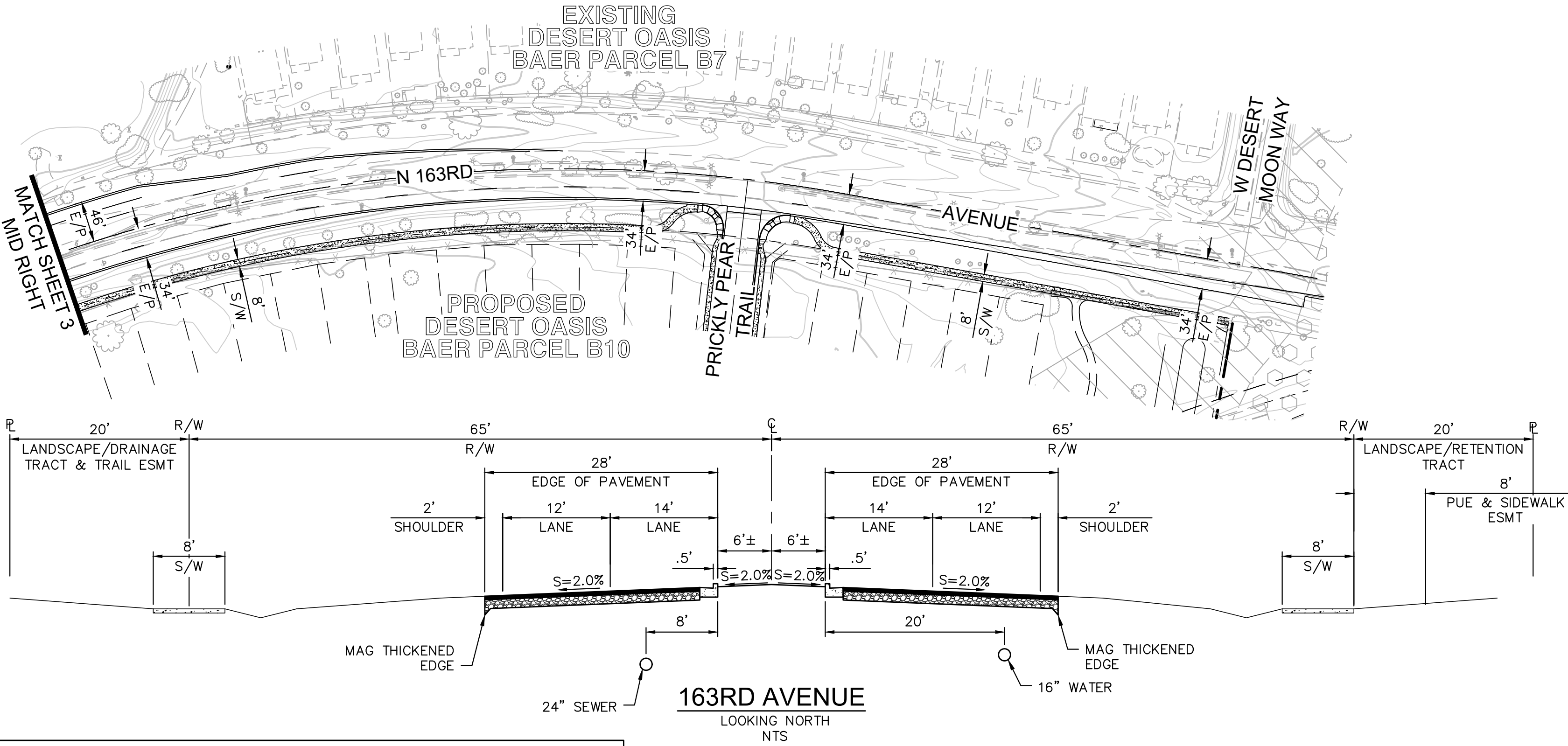
THE ABOVE DESCRIBED PARCEL CONTAINS 1,849,823 SQUARE FEET OR 42.466 ACRES OF LAND, MORE OR LESS.

LOT SIZE SUMMARY

CATEGORY	LOT SIZE	LOT YIELD
MDR	50' X 115'	141 UNITS

DEVELOPMENT STANDARDS

LOT CATEGORY	MDR
LOT WIDTH	50'
MAX HOME WIDTH	40'
FRONT SETBACK	10' FOR LIVING AREA, 8' SIDE LOAD GARAGE, 18' FOR FRONT LOAD GARAGE
SIDE SETBACK	5'/5'
CORNER SIDE SETBACK	13' FROM RIGHT-OF-WAY
REAR SETBACK	10'
MINIMUM LOT DEPTH	75'



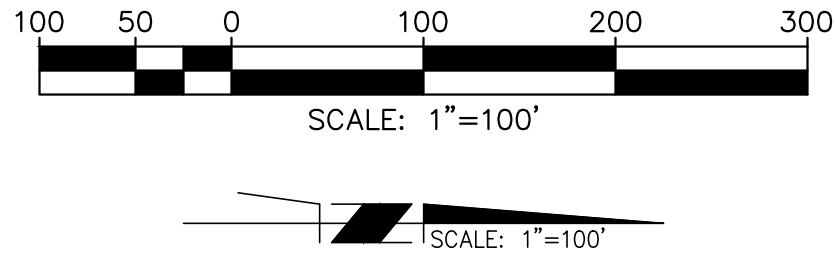
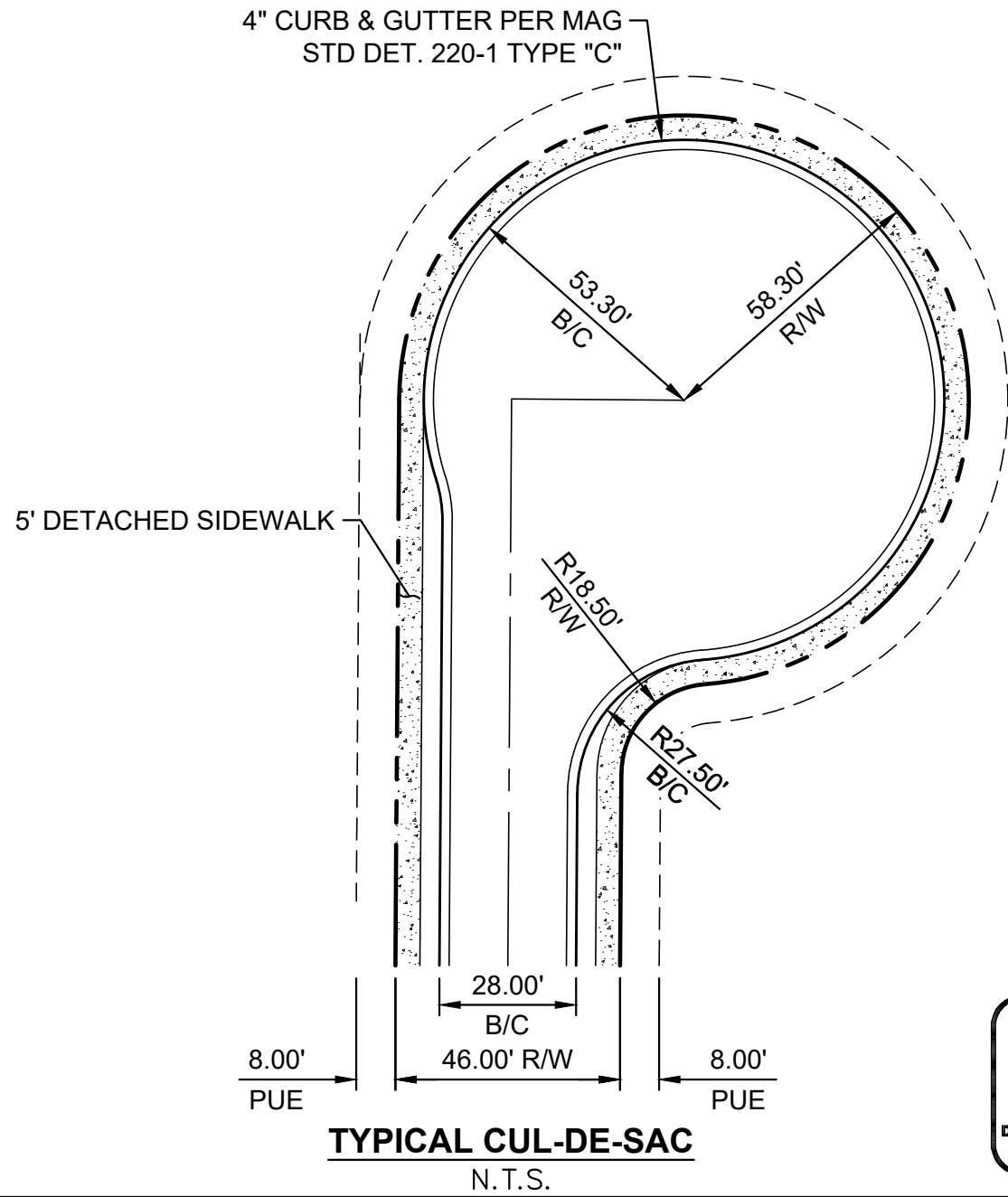
TYPICAL LOT DIMENSIONS & BUILDING SETBACK LINES
*18' FOR FRONT LOAD GARAGE, 10' FOR FRONT LIVING AREA

TRACT AREA TABLE

TRACT	SQUARE FEET	ACREAGE	USE
A	430,413	9.88	LANDSCAPING, RETENTION
B	242,911	5.58	LANDSCAPING, RETENTION, DRAINAGE
C	2,177	0.05	LANDSCAPING
D	1,731	0.04	LANDSCAPING
E	2,228	0.05	LANDSCAPING
F	13,523	0.31	LANDSCAPING
TOTAL	692,983	15.91	

SITE SUMMARY TABLE

GROSS AREA	42.47 ACRES	1,849,823 SQUARE FEET
AREA OF PUBLIC STREETS	6.13 ACRES	266,951 SQUARE FEET
NET ACREAGE (GROSS AREA MINUS PUBLIC STREETS)	36.34 ACRES	1,582,872 SQUARE FEET
AREA OF TRACTS (OPEN SPACE, DRAINAGE, WELL SITE, AMENITIES, AND LANDSCAPE)	15.91 ACRES	692,983 SQUARE FEET
OPEN SPACE PERCENTAGE (NET)	43.78%	
AREA OF LOTS	20.43 ACRES	889,987 SQUARE FEET
TOTAL NUMBER OF LOTS	141	
OVERALL GROSS DENSITY	3.32 DWELLING UNITS / ACRE	
AVERAGE AREA PER LOT (NET ACREAGE DIVIDED BY THE NUMBER OF LOTS)	0.26 ACRES	11,226 SQUARE FEET
MINIMUM LOT AREA	0.13 ACRES	5,678 SQUARE FEET
AVERAGE LOT AREA (AREA OF LOTS DIVIDED BY THE TOTAL NUMBER OF LOTS)	0.14 ACRES	6,083 SQUARE FEET
MAXIMUM LOT AREA	0.35 ACRES	15,309 SQUARE FEET
MAXIMUM NUMBER OF LOTS PER PLANNED AREA DEVELOPMENT	330	
PROJECTED POPULATION 3.2 PERSONS PER DWELLING UNIT	451.2	



NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

DESERT OASIS - PARCEL B9 PRELIMINARY PLAT

Cardno
Shaping the Future

PHOENIX
19621 N. 23RD DR, STE 150, PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099
www.cardno.com

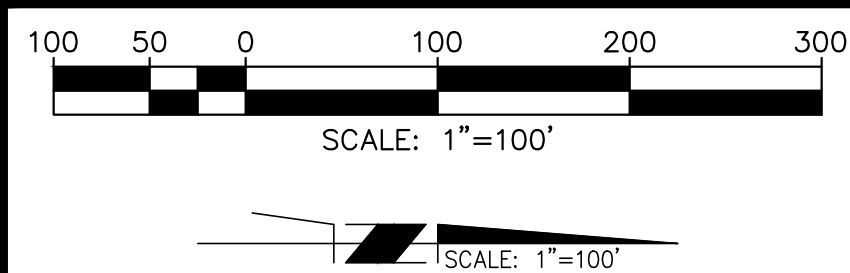
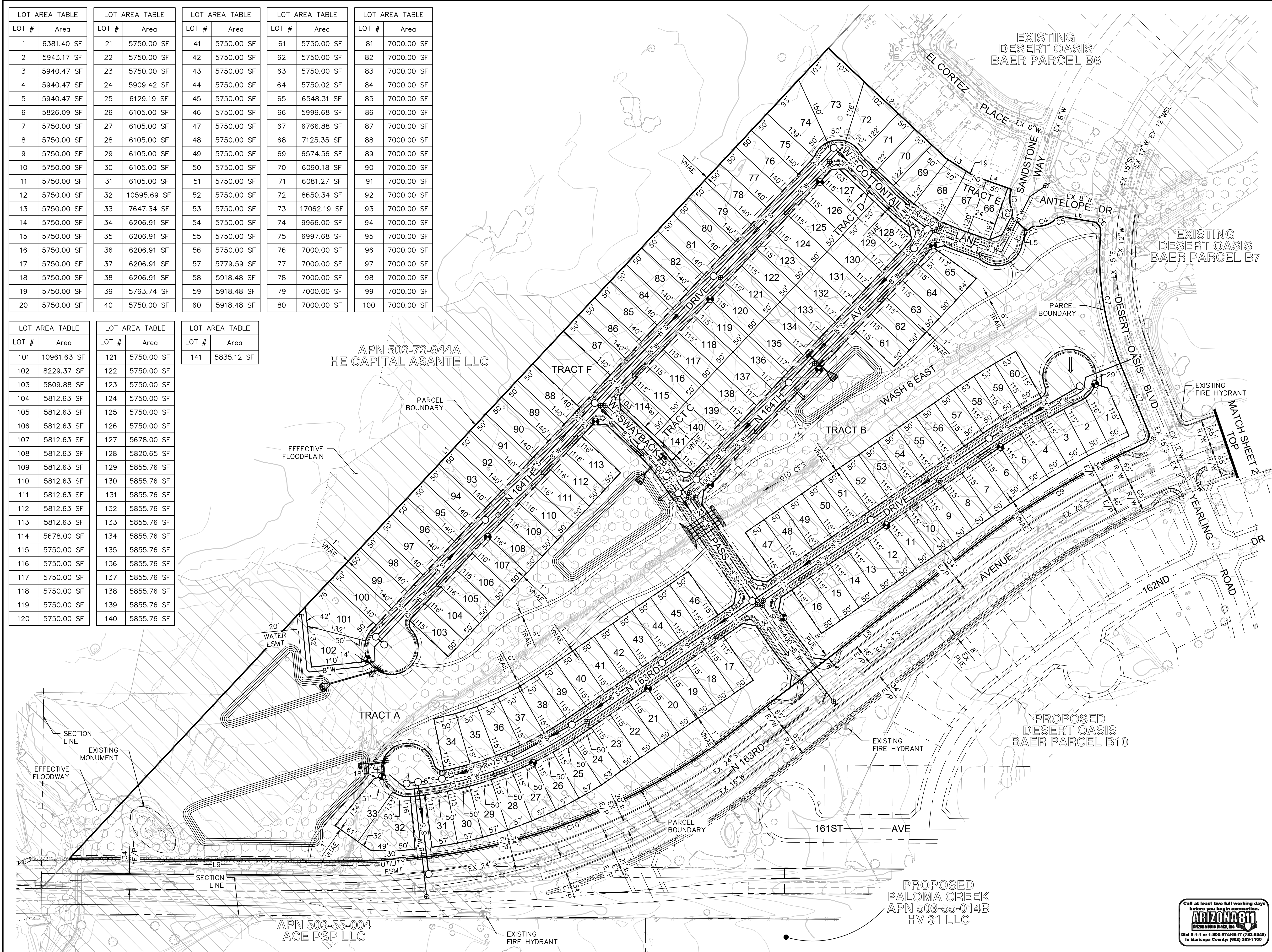


LAYOUT DLP	DRAFTED LPJ	CHECKED DJP
DRAWING SCALE(S)		
N.T.S.		
PLAN DATE	SHEET NO.	
FEB/2019	2	
PROJECT NUMBER	OF 3 SHEETS	
4171321000		

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LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE	
LOT #	Area	LOT #	Area	LOT #	Area	LOT #	Area	LOT #	Area
1	6381.40 SF	21	5750.00 SF	41	5750.00 SF	61	5750.00 SF	81	7000.00 SF
2	5943.17 SF	22	5750.00 SF	42	5750.00 SF	62	5750.00 SF	82	7000.00 SF
3	5940.47 SF	23	5750.00 SF	43	5750.00 SF	63	5750.00 SF	83	7000.00 SF
4	5940.47 SF	24	5909.42 SF	44	5750.00 SF	64	5750.02 SF	84	7000.00 SF
5	5940.47 SF	25	6129.19 SF	45	5750.00 SF	65	6548.31 SF	85	7000.00 SF
6	5826.09 SF	26	6105.00 SF	46	5750.00 SF	66	5999.68 SF	86	7000.00 SF
7	5750.00 SF	27	6105.00 SF	47	5750.00 SF	67	6766.88 SF	87	7000.00 SF
8	5750.00 SF	28	6105.00 SF	48	5750.00 SF	68	7125.35 SF	88	7000.00 SF
9	5750.00 SF	29	6105.00 SF	49	5750.00 SF	69	6574.56 SF	89	7000.00 SF
10	5750.00 SF	30	6105.00 SF	50	5750.00 SF	70	6090.18 SF	90	7000.00 SF
11	5750.00 SF	31	6105.00 SF	51	5750.00 SF	71	6081.27 SF	91	7000.00 SF
12	5750.00 SF	32	10595.69 SF	52	5750.00 SF	72	8650.34 SF	92	7000.00 SF
13	5750.00 SF	33	7647.34 SF	53	5750.00 SF	73	17062.19 SF	93	7000.00 SF
14	5750.00 SF	34	6206.91 SF	54	5750.00 SF	74	9966.00 SF	94	7000.00 SF
15	5750.00 SF	35	6206.91 SF	55	5750.00 SF	75	6997.68 SF	95	7000.00 SF
16	5750.00 SF	36	6206.91 SF	56	5750.00 SF	76	7000.00 SF	96	7000.00 SF
17	5750.00 SF	37	6206.91 SF	57	5779.59 SF	77	7000.00 SF	97	7000.00 SF
18	5750.00 SF	38	6206.91 SF	58	5918.48 SF	78	7000.00 SF	98	7000.00 SF
19	5750.00 SF	39	5763.74 SF	59	5918.48 SF	79	7000.00 SF	99	7000.00 SF
20	5750.00 SF	40	5750.00 SF	60	5918.48 SF	80	7000.00 SF	100	7000.00 SF

LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE	
LOT #	Area	LOT #	Area	LOT #	Area
101	10961.63 SF	121	5750.00 SF	141	5835.12 SF
102	8229.37 SF	122	5750.00 SF		
103	5809.88 SF	123	5750.00 SF		
104	5812.63 SF	124	5750.00 SF		
105	5812.63 SF	125	5750.00 SF		
106	5812.63 SF	126	5750.00 SF		
107	5812.63 SF	127	5678.00 SF		
108	5812.63 SF	128	5820.65 SF		
109	5812.63 SF	129	5855.76 SF		
110	5812.63 SF	130	5855.76 SF		
111	5812.63 SF	131	5855.76 SF		
112	5812.63 SF	132	5855.76 SF		
113	5812.63 SF	133	5855.76 SF		
114	5678.00 SF	134	5855.76 SF		
115	5750.00 SF	135	5855.76 SF		
116	5750.00 SF	136	5855.76 SF		
117	5750.00 SF	137	5855.76 SF		
118	5750.00 SF	138	5855.76 SF		
119	5750.00 SF	139	5855.76 SF		
120	5750.00 SF	140	5855.76 SF		



LINE/CURVE DATA TABLE				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	42°00'05"	60.00	43.98	23.03
C2	48°57'48"	20.00	17.09	9.11
C3	65°15'46"	20.00	22.78	12.81
C4	44°28'00"	60.00	46.57	24.53
C5	51°20'05"	20.00	17.92	9.61
C6	85°37'19"	20.00	29.89	18.53
C7	27°23'15"	635.00	303.53	154.72
C8	88°17'01"	20.00	30.82	19.41
C9	13°20'10"	1815.00	422.46	212.19
C10	37°58'36"	1335.00	884.86	459.37
L1	N46°52'53"W	--	2421.29	--
L2	N43°07'09"E	--	351.21	--
L3	N32°30'49"E	--	72.14	--
L4	N19°27'02"E	--	86.70	--
L5	N42°05'29"E	--	47.63	--
L6	N9°13'48"E	--	65.45	--
L7	N6°27'52"E	--	150.79	--
L8	S37°35'16"E	--	681.57	--
L9	S0°23'20"W	--	617.11	--

NO.	BY	DESCRIPTION	APP'D	DATE
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REVISIONS

DESERT OASIS - PARCEL B9 PRELIMINARY PLAT

Cardno PHOENIX
19621 N. 23RD DR, STE 150, PHOENIX, AZ 85027
TEL: (602) 977-8000 FAX: (602) 977-8099
www.cardno.com



LAYOUT DLP	DRAFTED LPJ	CHECKED DJP
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DRAWING SCALE(S)
1" = 100'

PLAN DATE
FEB/2019

PROJECT NUMBER
4171321000

SHEET NO.
3
OF 3 SHEETS



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From: [PLANTE, BARBARA S GS-12 USAF AETC 56 FW/CIT](#)
To: [Heather Donaldson](#)
Subject: Declined: [Non-DoD Source] CR17-653 - Desert Oasis Parcel B9

CR17-653
DESERT OASIS PARCEL B9
163rd Avenue and North Desert
Oasis Boulevard 503-73-178A
Preliminary Plat and Final Plat

Thank you for the opportunity to provide comments for the Concept Review Mtg on the Preliminary and Final Plat Application for Desert Oasis B9. The site is on 43 acres located 163rd Avenue and North Desert Oasis Boulevard in Surprise AZ and is part of the larger Desert Oasis 890-acre mixed-use Master Plan.

The plan is to build 142 single family homes for a density of 3.30 dwellings per acres. The site is located approximately 3.2 miles outside the Luke AFB Auxiliary Field #1 2004 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

This request as stated in the application will not negatively impact the flying operations at Luke AFB. Since Desert Oasis B9 will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform potential residents about Luke AFB operations.

v/r

Barbara

//SIGNED//

BARBARA S. PLANTE,
GS-12, DAFC 56th Fighter
Wing
Deputy Director,
Community Initiatives Team
14185 W. Falcon Street
Luke AFB AZ 85309-1629
Phone: 623 856-9981

LANDSCAPE NOTES:

- ALL LANDSCAPE AREAS SHALL BE SUPPORTED BY AN AUTOMATIC IRRIGATION SYSTEM DESIGNED FOR MAXIMUM WATER EFFICIENCY. THE IRRIGATION SYSTEM REQUIRES A REDUCED PRESSURE VACUUM BREAKER.
- 2" DEPTH OF DECOMPOSED GRANITE TOP DRESSING TO BE INSTALLED ON ALL LANDSCAPE AREAS. COLOR TO MATCH GRANITE TO ADJACENT PARCEL. PRE-EMERGENT HERBICIDE TO BE APPLIED TO THE GROUND PRIOR TO THE INSTALLATION OF DECOMPOSED GRANITE.
- TREES TO BE SELECTED FOR TALL, UPRIGHT GROWTH.

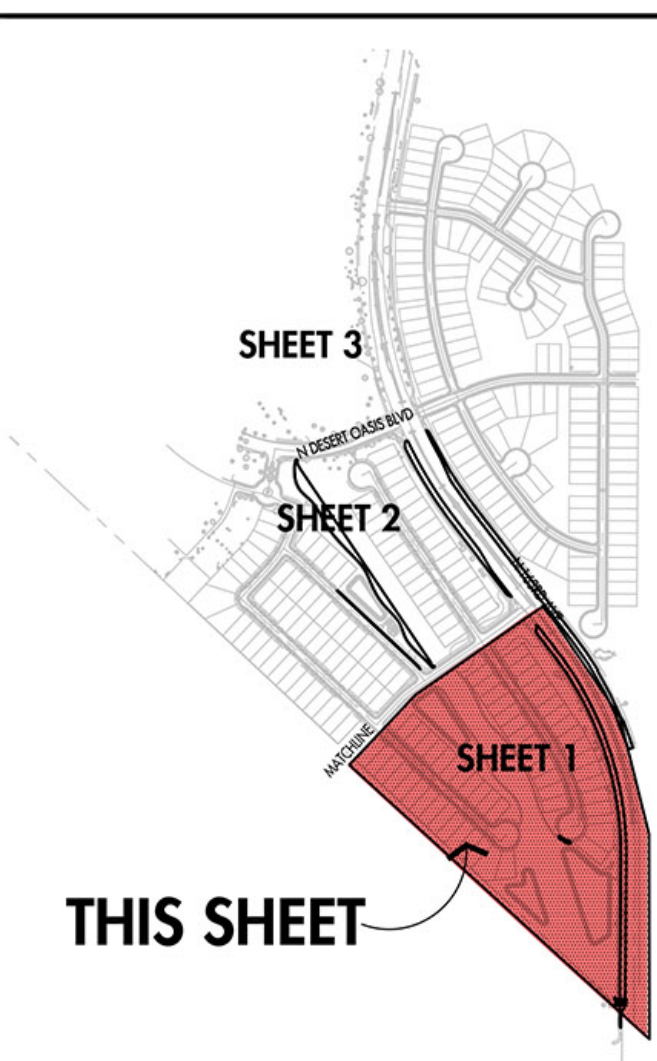
MAINTENANCE NOTES:

- THE MAINTENANCE OF LANDSCAPE WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPE MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPE AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPE MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

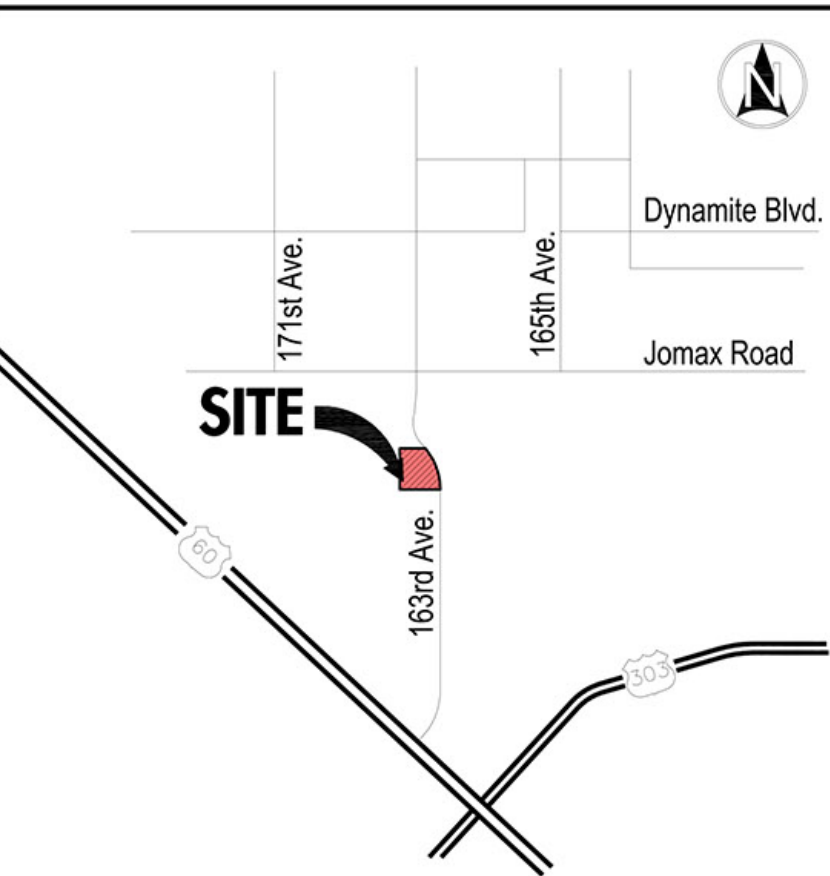
CITY OF SURPRISE NOTES:

- ALL TREES SHALL HAVE A MINIMUM CALIPER SIZE AS SPECIFIED IN THE ARIZONA NURSERY ASSOCIATION (ANA) "RECOMMENDED TREE SPECIFICATION" LIST.
- ALL TREES SHALL BE PLANTED AND STAKED IN ACCORDANCE WITH THE CITY OF SURPRISE "STANDARD TREE PLANTING DETAIL."
- ALL LANDSCAPING SHALL BE LOCATED A MINIMUM OF 5' AWAY FROM ANY FIRE HYDRANT, WATER METER, OR VAULT.
- TREE ROOT BARRIERS ARE REQUIRED PER CITY OF SURPRISE DETAIL 8-14 WHEN TREES ARE WITHIN TEN FEET OF SIDEWALK, CURB OR PAVEMENT.
- PROVIDE WATER BASIN AROUND TREES AS SHOWN IN SECTION 6, PAGE 113, FIGURE 6.3. CITY OF SURPRISE LANDSCAPE DESIGN GUIDELINES.

KEY MAP



VICINITY MAP



PROJECT INFORMATION

OWNER	LANDSCAPE ARCHITECT
PULTE GROUP	COLLECTIV
16767 N. Perimeter Drive Suite 100 Scottsdale, Arizona 85260 Contact: Bobbi Johnson Tel: (480) 515.8132 Bobbi.Johnson@PulteGroup.com	1426 N. 2nd Street Suite 200 Phoenix, Arizona 85004 Contact: Ryan Wilt Tel: (602) 358.7711 ryanw@collectivla.com

WALL/SYMBOL LEGEND

SYMBOL	DESCRIPTION
	EXTERIOR THEME WALL
	INTERIOR SIDEYARD THEME WALL
	FENCE BLOCK WALL
	FULL VIEW FENCE
	MAILBOX KIOSK

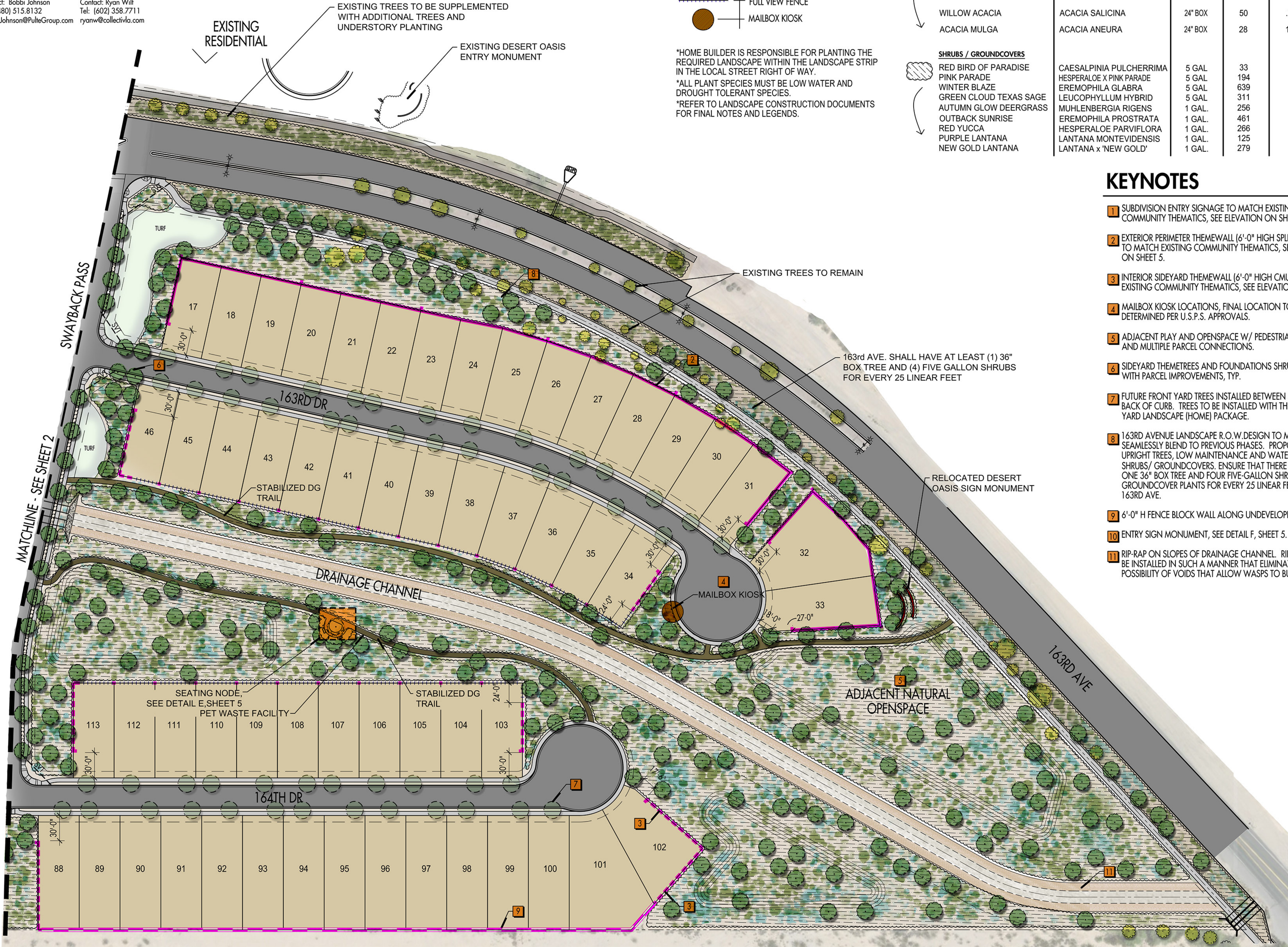
*HOME BUILDER IS RESPONSIBLE FOR PLANTING THE REQUIRED LANDSCAPE WITHIN THE LANDSCAPE STRIP IN THE LOCAL STREET RIGHT OF WAY.
*ALL PLANT SPECIES MUST BE LOW WATER AND DROUGHT TOLERANT SPECIES.
*REFER TO LANDSCAPE CONSTRUCTION DOCUMENTS FOR FINAL NOTES AND LEGENDS.

MASTER PLANT LIST

COMMON NAME	BOTANICAL NAME	SIZE	QTY.	MIN. CALIPER
TREES				
LIVE OAK	QUERCUS VIRGINIANA	24" BOX	77	1"
THORNLESS MESQUITE	PROSOPIS SPECIES	36" BOX	27	.75"
DESERT MUSEUM PALO VERDE	PARKINSONIA X 'DESERT MUSEUM'	24" BOX	3	.75"
WILLOW ACACIA	ACACIA SALICINA	24" BOX	50	.75"
ACACIA MULGA	ACACIA ANEURA	24" BOX	28	1.5"
SHRUBS / GROUNDCOVERS				
RED BIRD OF PARADISE	CAESALPINIA PULCHERRIMA	5 GAL	33	
PINK PARADE	HESPERALOE X PINK PARADE	5 GAL	194	
WINTER BLAZE	EREMOPHILA GLABRA	5 GAL	639	
GREEN CLOUD TEXAS SAGE	LEUCOPHYLLUM HYBRID	5 GAL	311	
AUTUMN GLOW DEERGRASS	MUHLENBERGIA HYBRID	1 GAL	256	
OUTBACK SUNRISE	EREMOPHILA PROSTRATA	1 GAL	461	
RED YUCCA	HESPERALOE PARVIFLORA	1 GAL	266	
PURPLE LANTANA	LANTANA MONTEVIDENSIS	1 GAL	125	
NEW GOLD LANTANA	LANTANA x 'NEW GOLD'	1 GAL	279	

KEYNOTES

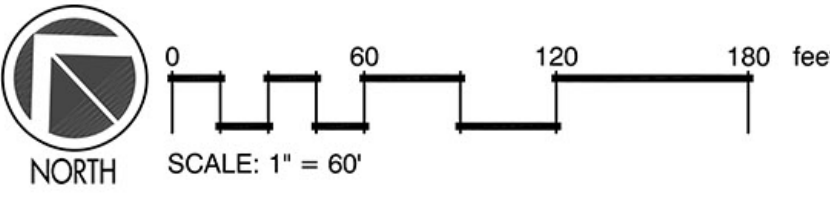
- SUBDIVISION ENTRY SIGNAGE TO MATCH EXISTING COMMUNITY THEMATICS, SEE ELEVATION ON SHEET 5.
- EXTERIOR PERIMETER THEMEWALL (6'-0" HIGH SPLITFACE CMU) TO MATCH EXISTING COMMUNITY THEMATICS, SEE ELEVATION ON SHEET 5.
- INTERIOR SIDEYARD THEMEWALL (6'-0" HIGH CMU) TO MATCH EXISTING COMMUNITY THEMATICS, SEE ELEVATION ON SHT. 5.
- MAILBOX KIOSK LOCATIONS, FINAL LOCATION TO BE DETERMINED PER U.S.P.S. APPROVALS.
- ADJACENT PLAY AND OPENSAPCE W/ PEDESTRIAN PATHS AND MULTIPLE PARCEL CONNECTIONS.
- SIDEYARD THEMETREES AND FOUNDATIONS SHRUBS INSTALLED WITH PARCEL IMPROVEMENTS, TYP.
- FUTURE FRONT YARD TREES INSTALLED BETWEEN S/W AND BACK OF CURB. TREES TO BE INSTALLED WITH THE FRONT YARD LANDSCAPE (HOME) PACKAGE.
- 163RD AVENUE LANDSCAPE R.O.W. DESIGN TO MATCH AND SEAMLESSLY BLEND TO PREVIOUS PHASES. PROPOSING UPRIGHT TREES, LOW MAINTENANCE AND WATER USE SHRUBS/ GROUNDCOVERS. ENSURE THAT THERE IS AT LEAST ONE 36" BOX TREE AND FOUR FIVE-GALLON SHRUBS AND OR GROUNDCOVER PLANTS FOR EVERY 25 LINEAR FEET ALONG 163RD AVE.
- 6'-0" H FENCE BLOCK WALL ALONG UNDEVELOPED SIDE.
- ENTRY SIGN MONUMENT, SEE DETAIL F, SHEET 5.
- RIP-RAP ON SLOPES OF DRAINAGE CHANNEL. RIP RAP SHALL BE INSTALLED IN SUCH A MANNER THAT ELIMINATES THE POSSIBILITY OF VOIDS THAT ALLOW WASPS TO BUILD NESTS.



LANDSCAPE & WALL PLAN

DESERT OASIS - PARCEL B9
SURPRISE, ARIZONA

FEBRUARY 18, 2019



SHEET 1 OF 5



1426 N. 2ND STREET, SUITE 200
PHOENIX, ARIZONA 85004
OFFICE: 602.358.7711





WALL/SYMBOL LEGEND

SYMBOL	DESCRIPTION
	EXTERIOR THEME WALL
	INTERIOR SIDEYARD THEME WALL
	GENERIC CMU BLOCK WALL
	FULL VIEW FENCE
	MAILBOX KIOSK

KEYNOTES

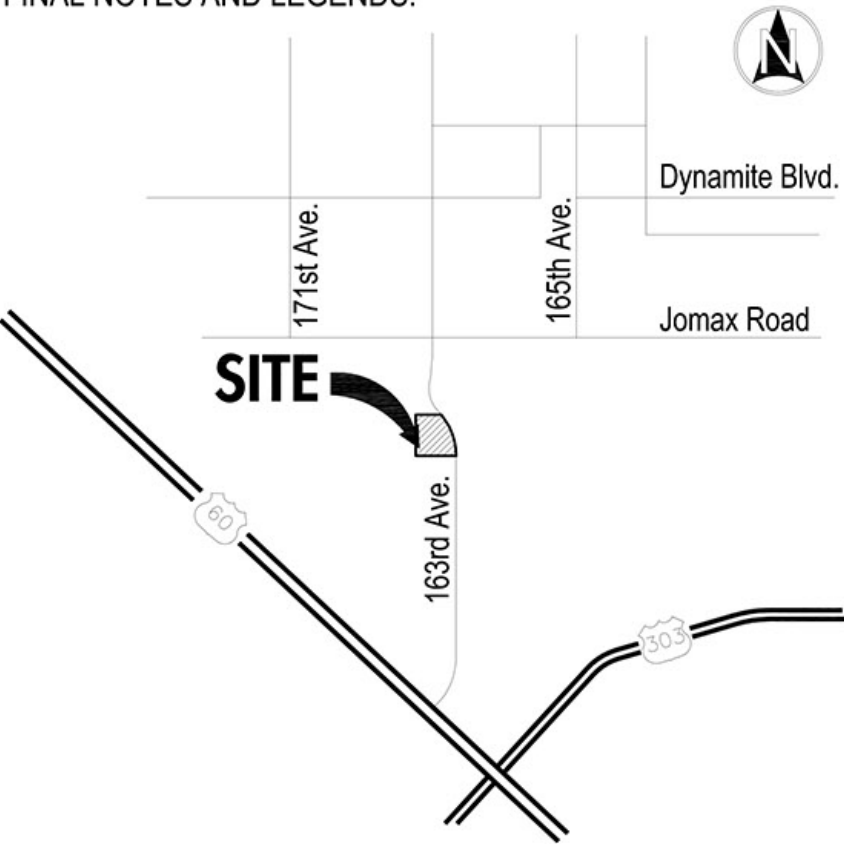
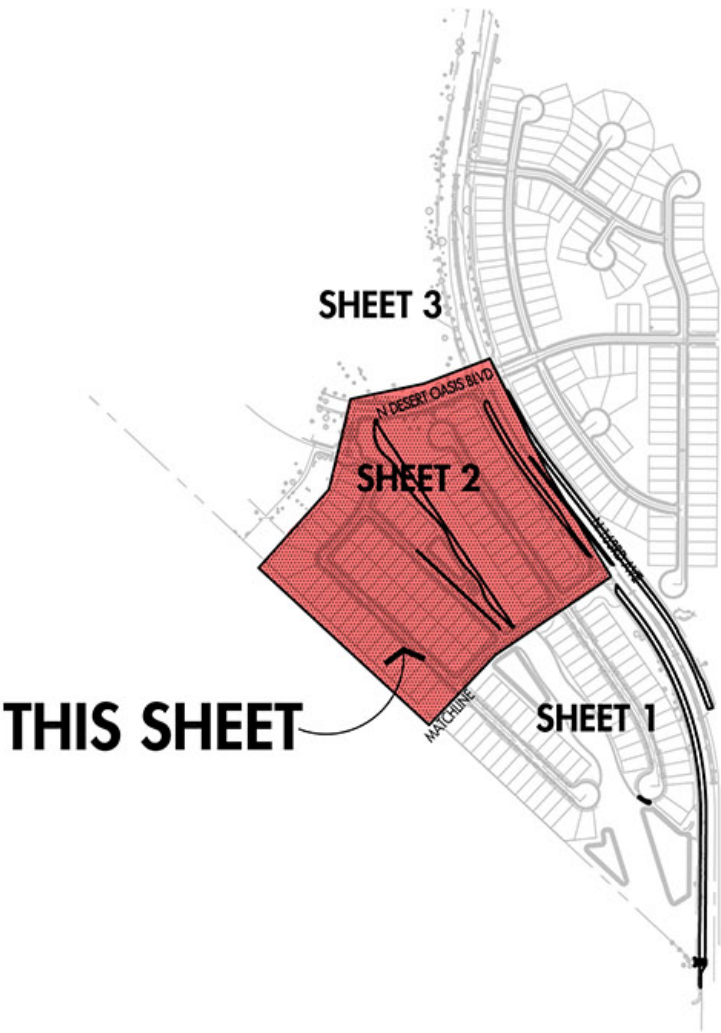
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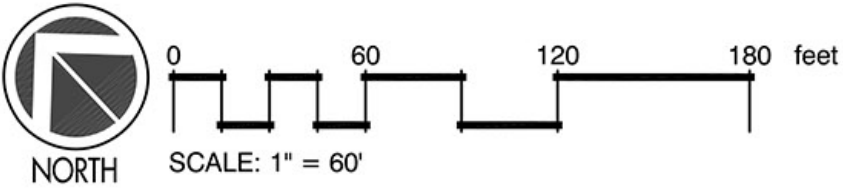
KEY MAP



LANDSCAPE AND WALL PLAN

DESERT OASIS - PARCEL B9
SURPRISE, ARIZONA

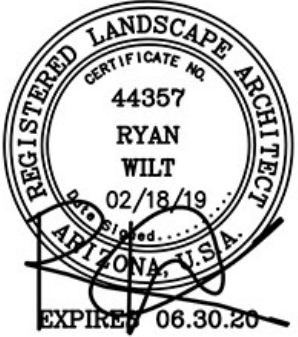
FEBRUARY 18, 2019



SHEET 2 OF 5



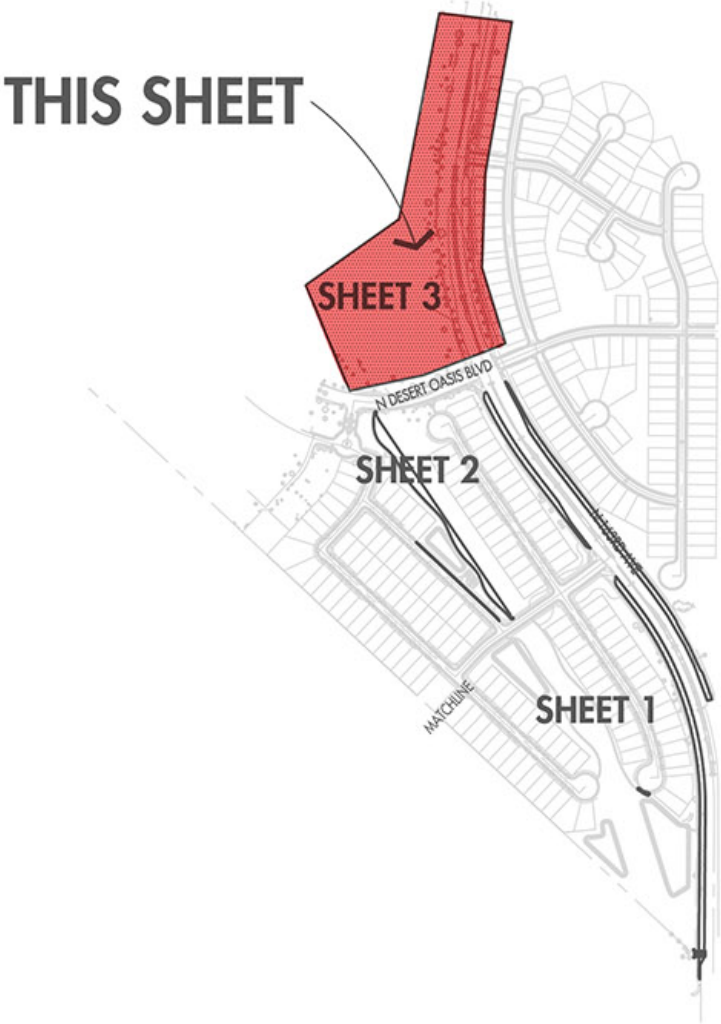
1426 N. 2ND STREET, SUITE 200
PHOENIX, ARIZONA 85004
OFFICE: 602.358.7711



KEYNOTES

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KEY MAP



LANDSCAPE & WALL PLAN

DESERT OASIS - PARCEL B9

SURPRISE, ARIZONA



WALL/SYMBOL LEGEND

SYMBOL	DESCRIPTION
	EXTERIOR THEME WALL
	INTERIOR SIDEYARD THEME WALL
	FENCE BLOCK WALL
	FULL VIEW FENCE
	MAILBOX KIOSK

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MASTER PLANT LIST

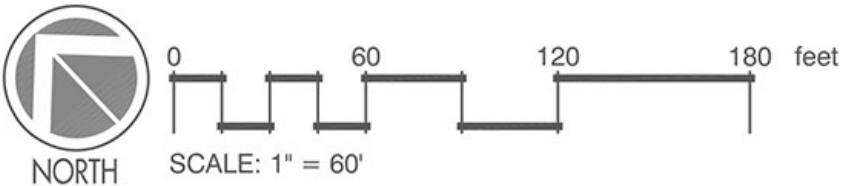
COMMON NAME	BOTANICAL NAME	SIZE	QTY.	MIN. CALIPER
TREES				
LIVE OAK	QUERCUS VIRGINIANA	24" BOX	77	1"
THORNLESS MESQUITE	PROSOPIS SPECIES	36" BOX	27	.75"
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NEW GOLD LANTANA	LANTANA x 'NEW GOLD'	1 GAL.	279	

EXISTING DESERT OASIS PARK

BASKETBALL
VOLLEYBALL
TOT LOT

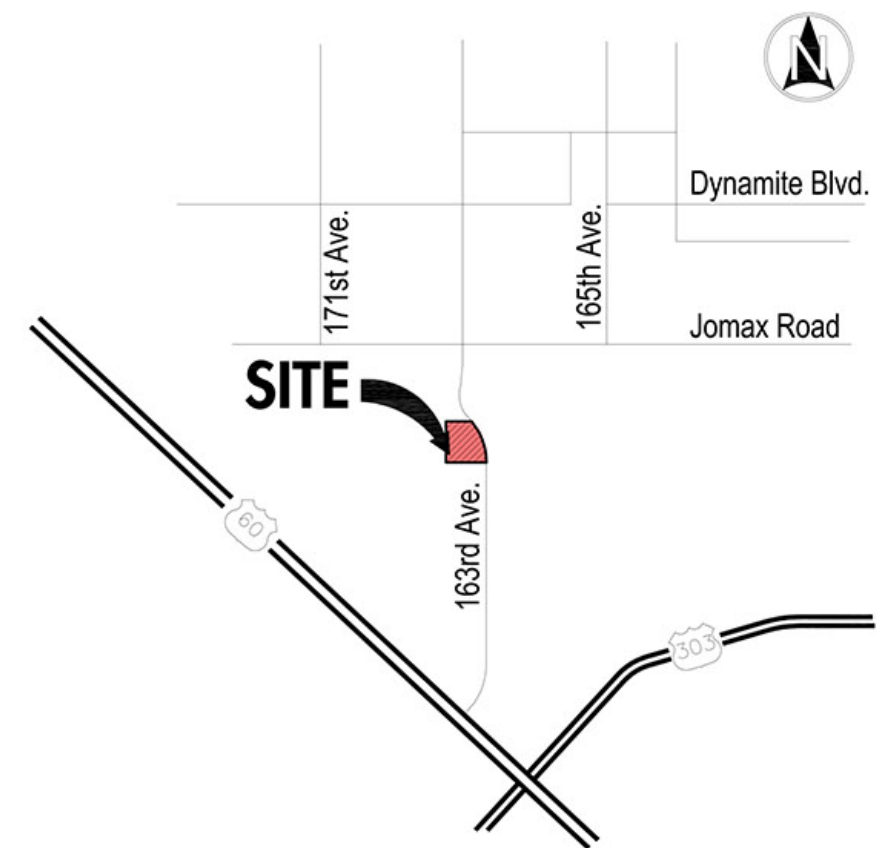
SHEET 3 OF 5

FEBRUARY 18, 2019

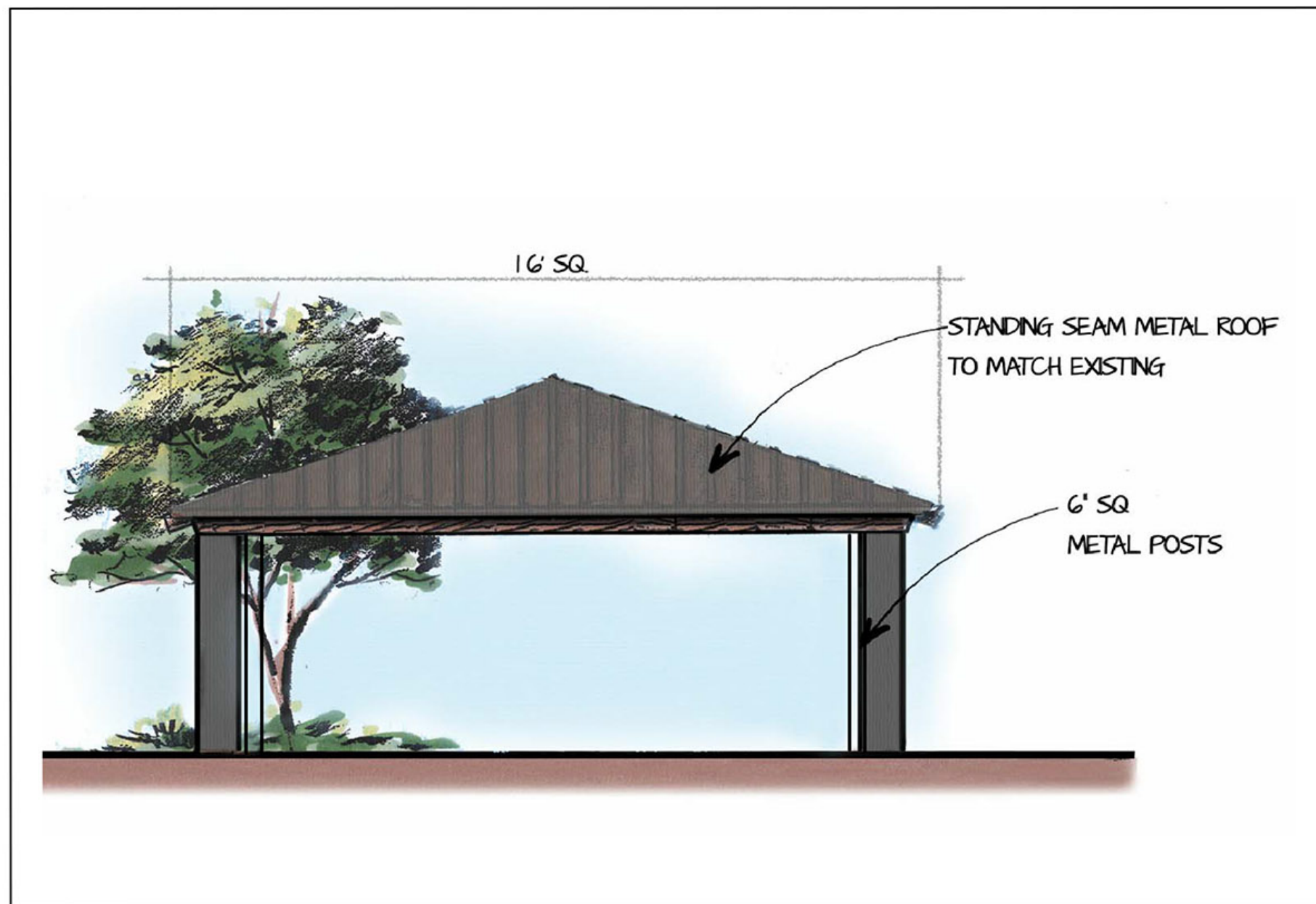
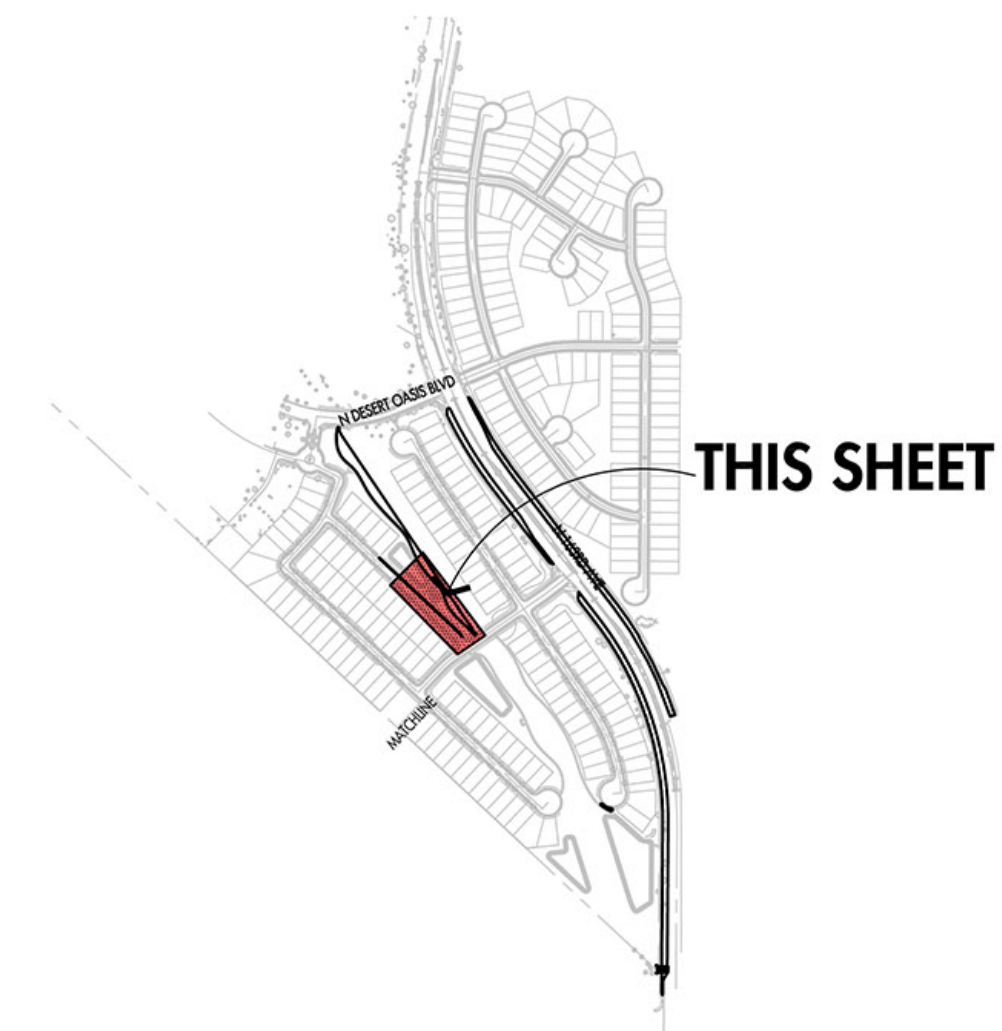


1426 N. 2ND STREET, SUITE 200
PHOENIX, ARIZONA 85004
OFFICE: 602.358.7711





KEY MAP



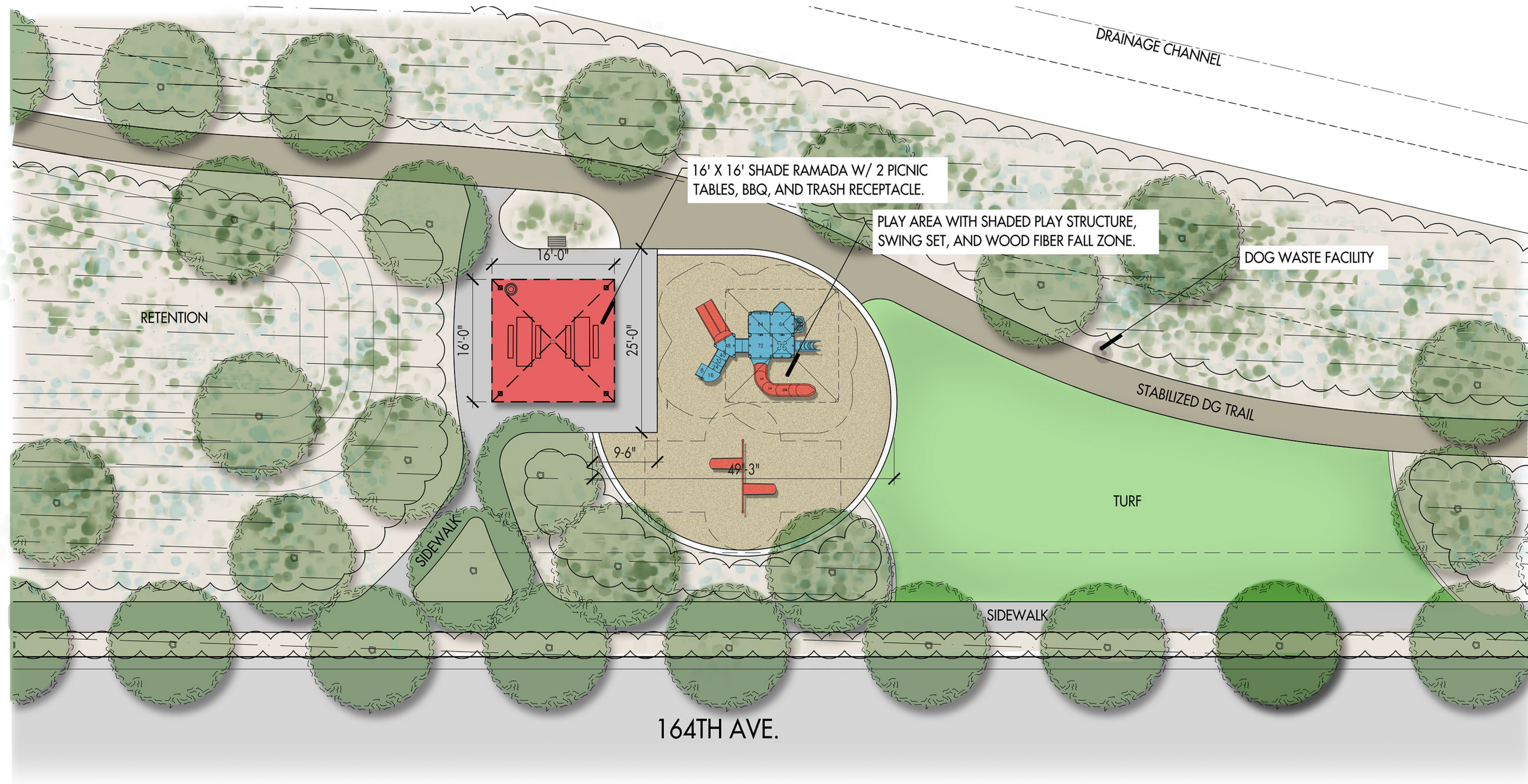
A SHADE RAMADA



B PLAY STRUCTURE



C PICNIC TABLES

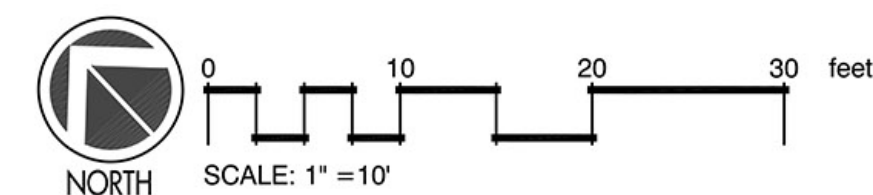


PARK ENLARGEMENT

DESERT OASIS - PARCEL B9

SURPRISE, ARIZONA

FEBRUARY 18, 2018

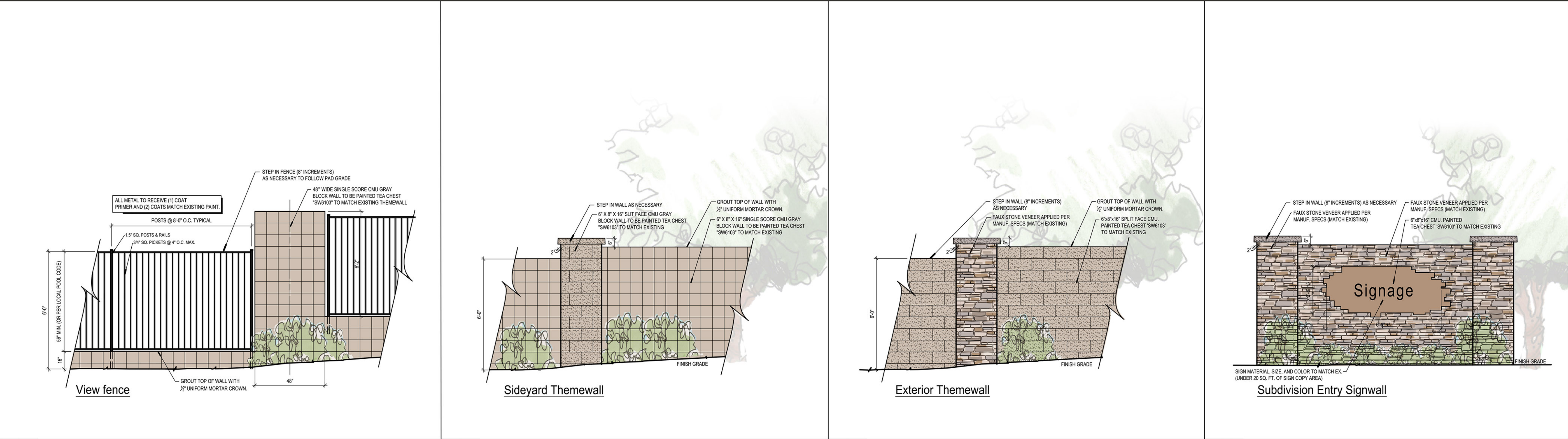


SHEET 4 OF 5

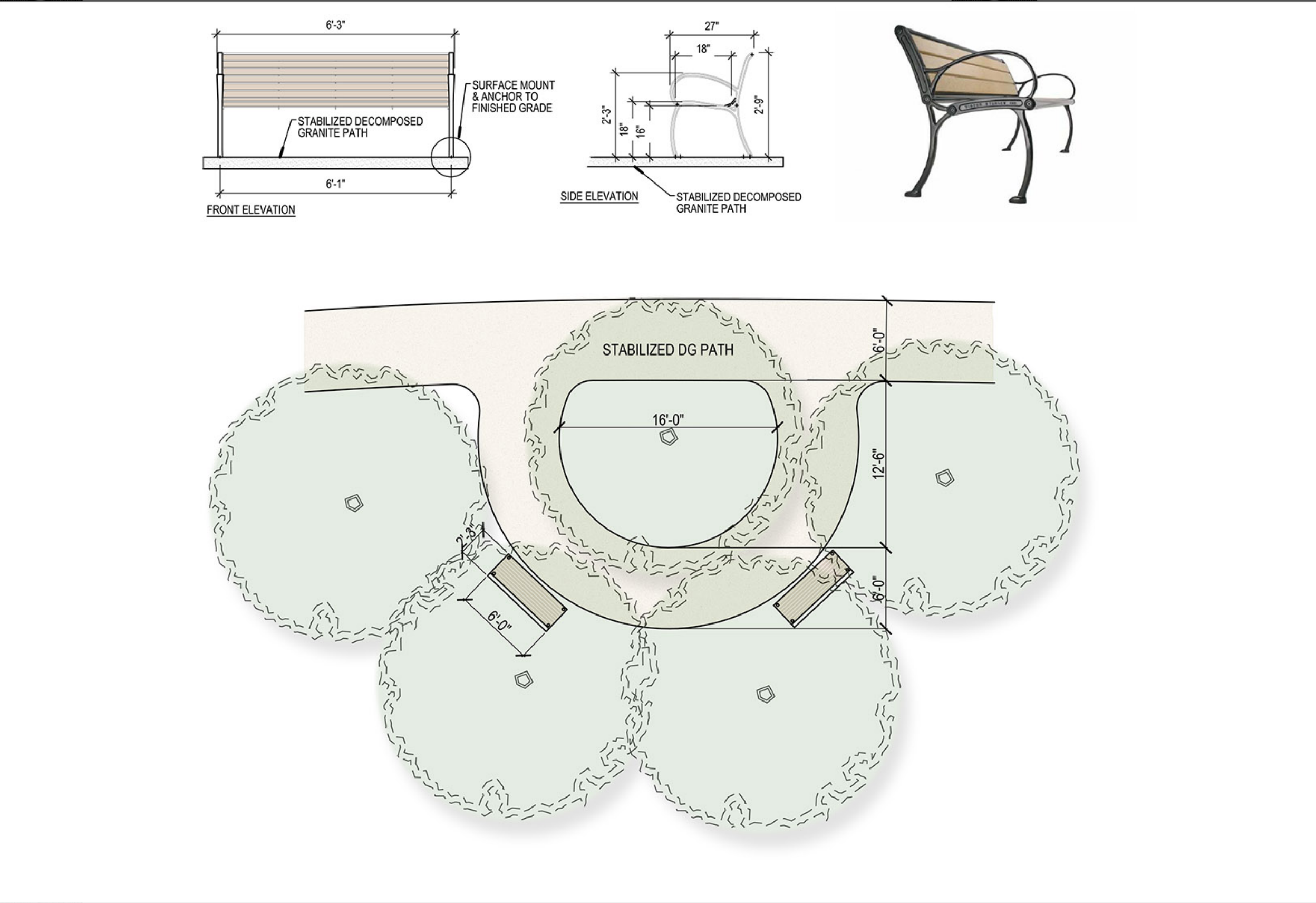
collectiV
landscape architects

1426 N. 2ND STREET, SUITE 200
PHOENIX, ARIZONA 85004
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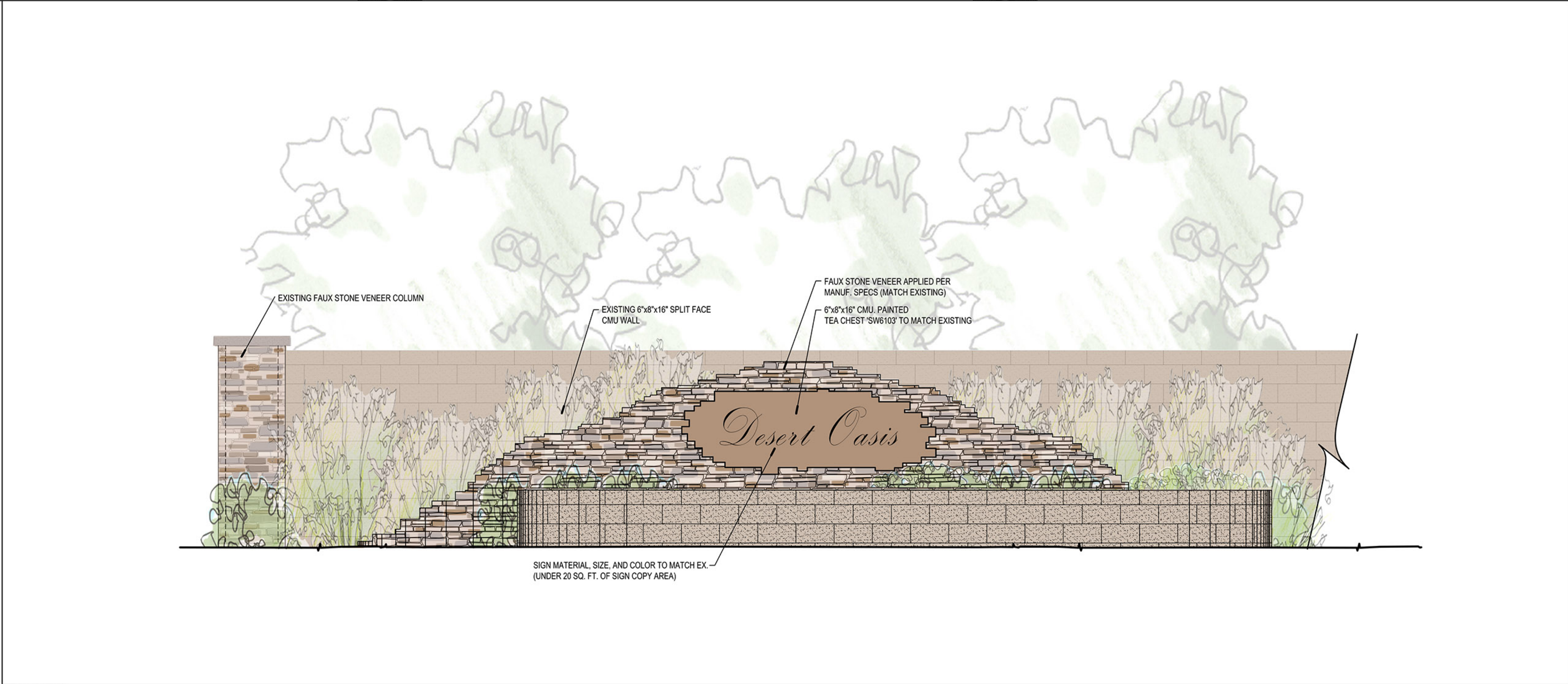




A VIEW FENCE **B** SIDEYARD THEMEWALL **C** EXTERIOR THEMEWALL **D** SUBDIVISION ENTRY SIGNWALL



E SEATING NODE



F RELOCATED ENTRY SIGNWALL



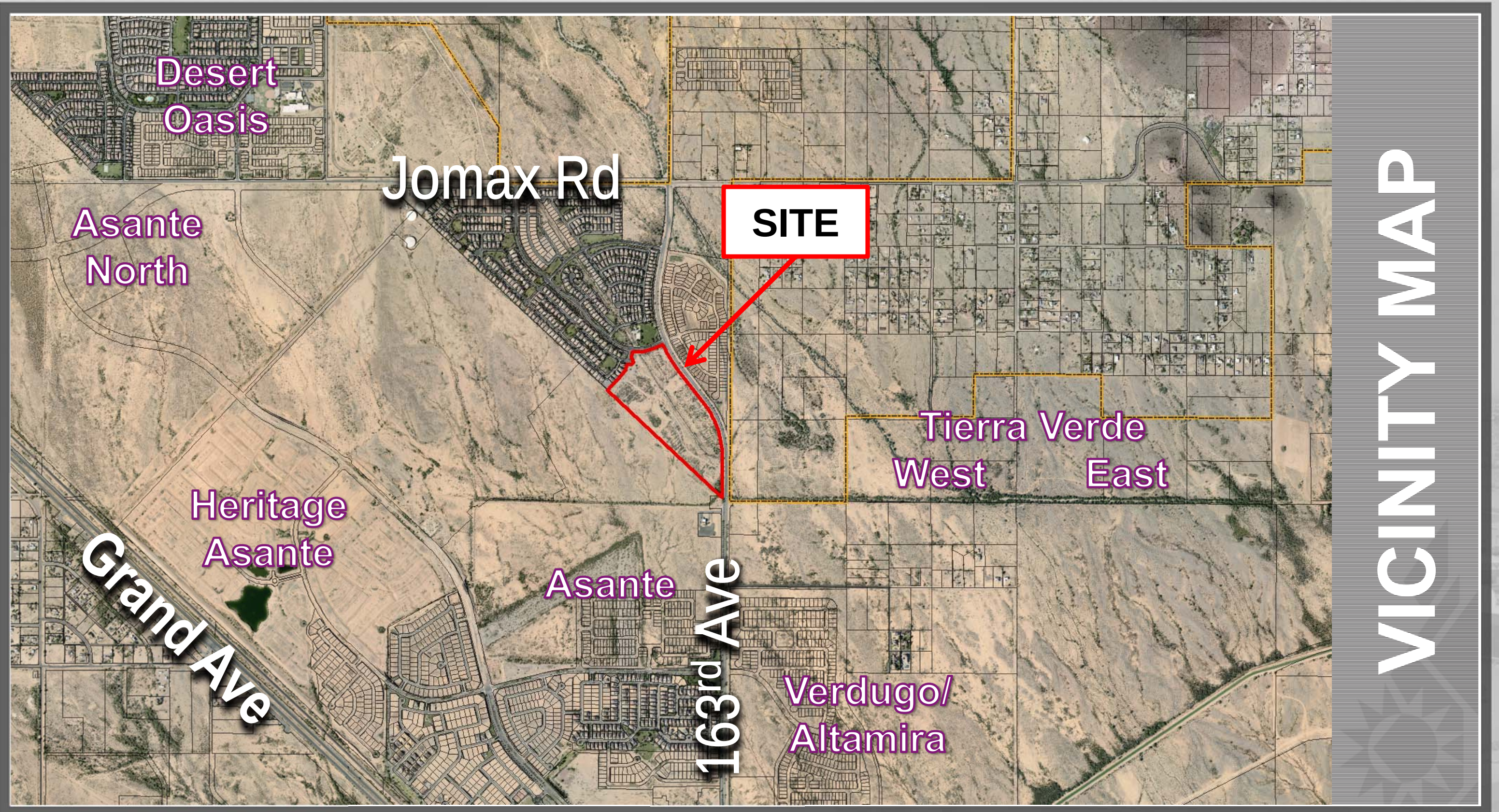
SURPRISE
ARIZONA

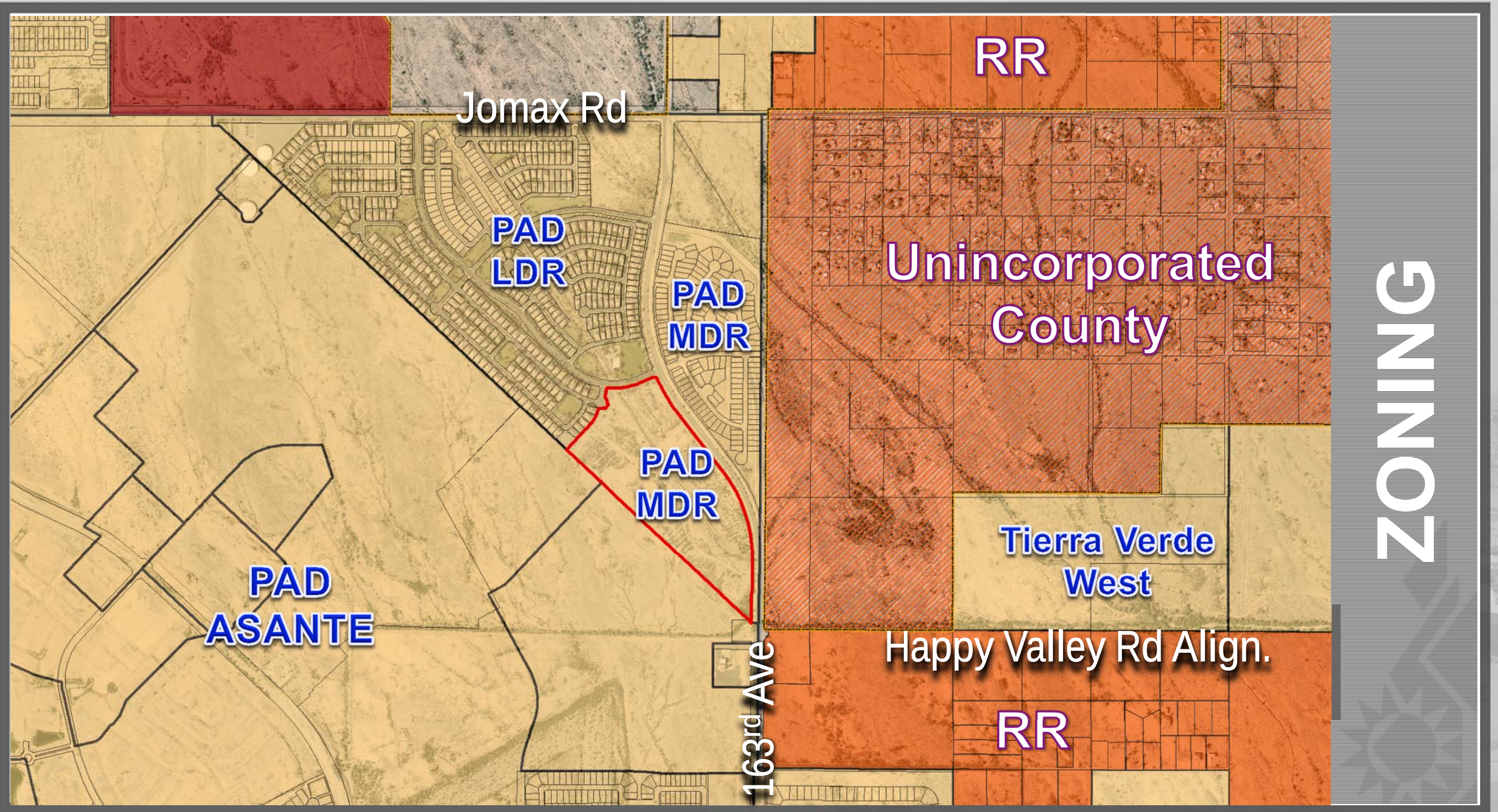
Desert Oasis Parcel B9

Preliminary Plat

FS18-144

City Council
May 7, 2019

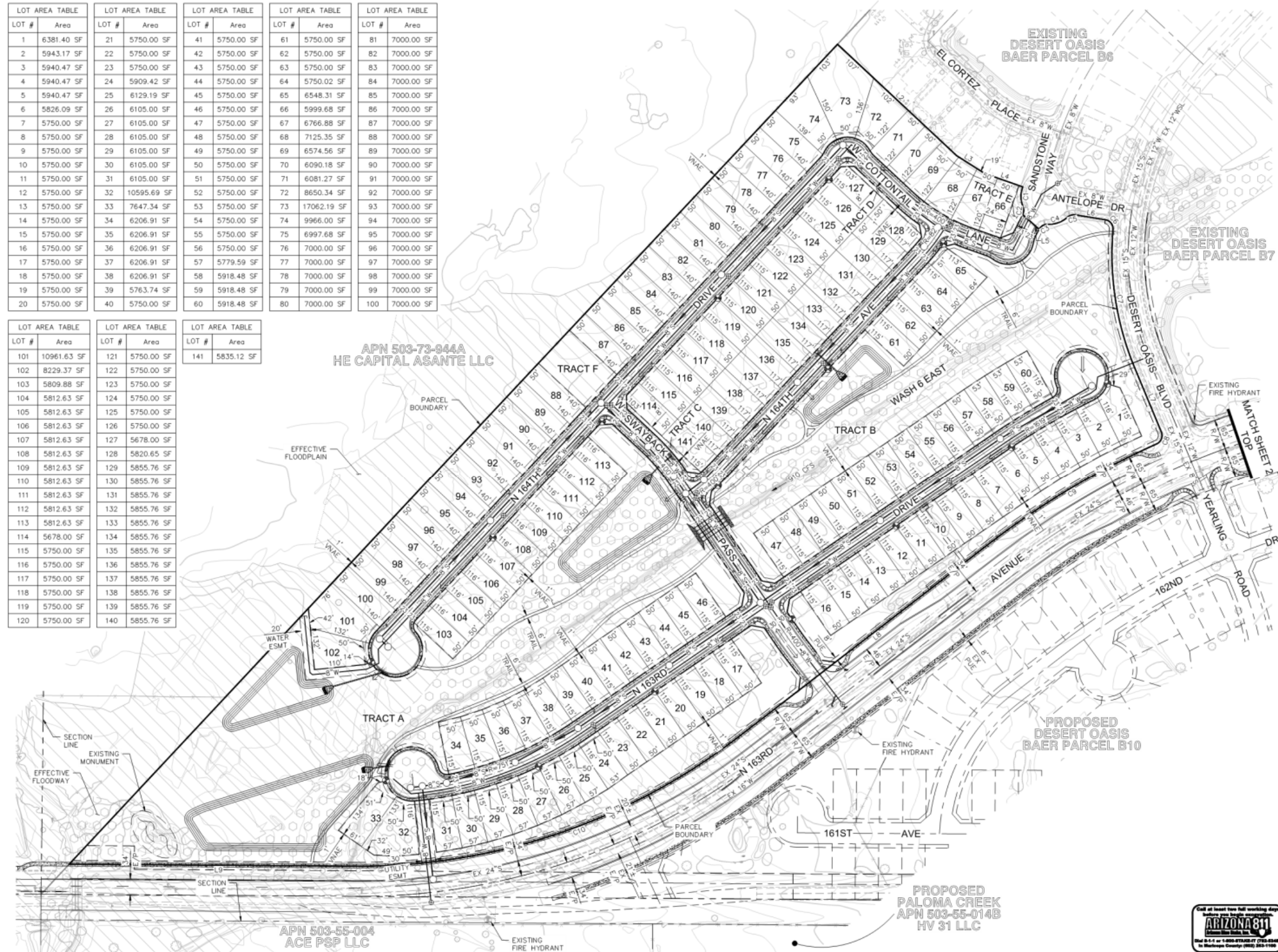




ZONING

LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE	
LOT #	Area	LOT #	Area	LOT #	Area	LOT #	Area	LOT #	Area
1	6381.40 SF	21	5750.00 SF	41	5750.00 SF	61	5750.00 SF	81	7000.00 SF
2	5943.17 SF	22	5750.00 SF	42	5750.00 SF	62	5750.00 SF	82	7000.00 SF
3	5940.47 SF	23	5750.00 SF	43	5750.00 SF	63	5750.00 SF	83	7000.00 SF
4	5940.47 SF	24	5909.42 SF	44	5750.00 SF	64	5750.02 SF	84	7000.00 SF
5	5940.47 SF	25	6129.19 SF	45	5750.00 SF	65	6548.31 SF	85	7000.00 SF
6	5826.09 SF	26	6105.00 SF	46	5750.00 SF	66	5999.68 SF	86	7000.00 SF
7	5750.00 SF	27	6105.00 SF	47	5750.00 SF	67	6766.88 SF	87	7000.00 SF
8	5750.00 SF	28	6105.00 SF	48	5750.00 SF	68	7125.35 SF	88	7000.00 SF
9	5750.00 SF	29	6105.00 SF	49	5750.00 SF	69	6574.56 SF	89	7000.00 SF
10	5750.00 SF	30	6105.00 SF	50	5750.00 SF	70	6090.18 SF	90	7000.00 SF
11	5750.00 SF	31	6105.00 SF	51	5750.00 SF	71	6081.27 SF	91	7000.00 SF
12	5750.00 SF	32	10595.69 SF	52	5750.00 SF	72	8650.34 SF	92	7000.00 SF
13	5750.00 SF	33	7647.34 SF	53	5750.00 SF	73	17062.19 SF	93	7000.00 SF
14	5750.00 SF	34	6206.91 SF	54	5750.00 SF	74	9966.00 SF	94	7000.00 SF
15	5750.00 SF	35	6206.91 SF	55	5750.00 SF	75	6997.68 SF	95	7000.00 SF
16	5750.00 SF	36	6206.91 SF	56	5750.00 SF	76	7000.00 SF	96	7000.00 SF
17	5750.00 SF	37	6206.91 SF	57	5779.59 SF	77	7000.00 SF	97	7000.00 SF
18	5750.00 SF	38	6206.91 SF	58	5918.48 SF	78	7000.00 SF	98	7000.00 SF
19	5750.00 SF	39	5763.74 SF	59	5918.48 SF	79	7000.00 SF	99	7000.00 SF
20	5750.00 SF	40	5750.00 SF	60	5918.48 SF	80	7000.00 SF	100	7000.00 SF

LOT AREA TABLE		LOT AREA TABLE		LOT AREA TABLE	
LOT #	Area	LOT #	Area	LOT #	Area
101	10961.63 SF	121	5750.00 SF	141	5835.12 SF
102	8229.37 SF	122	5750.00 SF		
103	5809.88 SF	123	5750.00 SF		
104	5812.63 SF	124	5750.00 SF		
105	5812.63 SF	125	5750.00 SF		
106	5812.63 SF	126	5750.00 SF		
107	5812.63 SF	127	5678.00 SF		
108	5812.63 SF	128	5820.65 SF		
109	5812.63 SF	129	5855.76 SF		
110	5812.63 SF	130	5855.76 SF		
111	5812.63 SF	131	5855.76 SF		
112	5812.63 SF	132	5855.76 SF		
113	5812.63 SF	133	5855.76 SF		
114	5678.00 SF	134	5855.76 SF		
115	5750.00 SF	135	5855.76 SF		
116	5750.00 SF	136	5855.76 SF		
117	5750.00 SF	137	5855.76 SF		
118	5750.00 SF	138	5855.76 SF		
119	5750.00 SF	139	5855.76 SF		
120	5750.00 SF	140	5855.76 SF		



PRELIMINARY PLAT



LANDSCAPE NOTES:

- ALL LANDSCAPE AREAS SHALL BE SUPPORTED BY AN AUTOMATIC IRRIGATION SYSTEM DESIGNED FOR MAXIMUM WATER EFFICIENCY. THE IRRIGATION SYSTEM REQUIRES A REDUCED PRESSURE VACUUM BREAKER.
- 2" DEPTH OF DECOMPOSED GRANITE TOP DRESSING TO BE INSTALLED ON ALL LANDSCAPE AREAS. COLOR TO MATCH GRANITE TO ADJACENT PARCEL. PRE-EMERGENT HERBICIDE TO BE APPLIED TO THE GROUND PRIOR TO THE INSTALLATION OF DECOMPOSED GRANITE.
- TREES TO BE SELECTED FOR TALL, UPRIGHT GROWTH.

MAINTENANCE NOTES:

- THE MAINTENANCE OF LANDSCAPE WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPE MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPE AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
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- PROVIDE WATER BASIN AROUND TREES AS SHOWN IN SECTION 6, PAGE 113, FIGURE 6.3. CITY OF SURPRISE LANDSCAPE DESIGN GUIDELINES.

KEY MAP



VICINITY MAP



PROJECT INFORMATION

OWNER
PULTE GROUP
16767 N. Perimeter Drive
Suite 100
Scottsdale, Arizona 85260
Contact: Bobbi Johnson
Tel: (480) 515.9122
Bobbi.Johnson@PulteGroup.com

LANDSCAPE ARCHITECT
COLLECTIV
1426 N. 2nd Street
Suite 200
Phoenix, Arizona 85004
Contact: Ryan Wilf
Tel: (602) 358.7711
ryanw@collectiv.com

WALL/SYMBOL LEGEND

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	MAILBOX KIOSK

*HOME BUILDER IS RESPONSIBLE FOR PLANTING THE REQUIRED LANDSCAPE WITHIN THE LANDSCAPE STRIP IN THE LOCAL STREET RIGHT OF WAY.
*ALL PLANT SPECIES MUST BE LOW WATER AND DROUGHT TOLERANT SPECIES.
*REFER TO LANDSCAPE CONSTRUCTION DOCUMENTS FOR FINAL NOTES AND LEGENDS.

MASTER PLANT LIST

COMMON NAME	BOTANICAL NAME	SIZE	QTY.	MIN. CALIPER
TREES				
LIVE OAK	QUERCUS VIRGINIANA	24" BOX	77	1"
THORNLESS MESQUITE	PROSOPIS SPECIES	36" BOX	27	.75"
DESERT MUSEUM PALO VERDE	PARKINSONIA X DESERT MUSEUM	24" BOX	3	.75"
WILLOW ACACIA	ACACIA SALICINA	24" BOX	50	.75"
ACACIA MULGA	ACACIA ANEURA	24" BOX	28	1.5"
SHRUBS / GROUNDCOVERS				
RED BIRD OF PARADISE	CAESALPINIA PULCHERRIMA	5 GAL	33	
PINK PARADE	HEPERALOE X PINK PARADE	5 GAL	194	
WINTER BLAZE	EREMOPHILA GLABRA	5 GAL	639	
GREEN CLOUD TEXAS SAGE	LEUCOPHYLLUM HYBRID	5 GAL	311	
AUTUMN GLOW DEERGRASS	MUEHLENBERGIA RIGENS	1 GAL	256	
OUTBACK SUNRISE	EREMOPHILA PROSTRATA	1 GAL	461	
RED YUCCA	HEPERALOE PARVIFLORA	1 GAL	266	
PURPLE LANTANA	LANTANA MONTEVIDENSIS	1 GAL	125	
NEW GOLD LANTANA	LANTANA X 'NEW GOLD'	1 GAL	279	

KEYNOTES

- SUBDIVISION ENTRY SIGNAGE TO MATCH EXISTING COMMUNITY THEMATICS, SEE ELEVATION ON SHEET 5.
- EXTERIOR PERIMETER THEMEWALL (6'-0" HIGH SPLIFFACE CMU) TO MATCH EXISTING COMMUNITY THEMATICS, SEE ELEVATION ON SHEET 5.
- INTERIOR SIDEYARD THEMEWALL (6'-0" HIGH CMU) TO MATCH EXISTING COMMUNITY THEMATICS, SEE ELEVATION ON SHT. 5.
- MAILBOX KIOSK LOCATIONS, FINAL LOCATION TO BE DETERMINED PER U.S.P.S. APPROVALS.
- ADJACENT PLAY AND OPENSACE W/ PEDESTRIAN PATHS AND MULTIPLE PARCEL CONNECTIONS.
- SIDEYARD THEMETREES AND FOUNDATIONS SHRUBS INSTALLED WITH PARCEL IMPROVEMENTS, TYP.
- FUTURE FRONT YARD TREES INSTALLED BETWEEN S/W AND BACK OF CURB. TREES TO BE INSTALLED WITH THE FRONT YARD LANDSCAPE (HOME) PACKAGE.
- 163RD AVENUE LANDSCAPE R.O.W. DESIGN TO MATCH AND SEAMLESSLY BLEND TO PREVIOUS PHASES. PROPOSING UPRIGHT TREES, LOW MAINTENANCE AND WATER USE SHRUBS/ GROUNDCOVERS. ENSURE THAT THERE IS AT LEAST ONE 36" BOX TREE AND FOUR FIVE-GALLON SHRUBS AND OR GROUNDCOVER PLANTS FOR EVERY 25 LINEAR FEET ALONG 163RD AVE.
- 6'-0" H FENCE BLOCK WALL ALONG UNDEVELOPED SIDE.
- ENTRY SIGN MONUMENT, SEE DETAIL F, SHEET 5.
- RIP-RAP ON SLOPES OF DRAINAGE CHANNEL. RIP RAP SHALL BE INSTALLED IN SUCH A MANNER THAT ELIMINATES THE POSSIBILITY OF VOIDS THAT ALLOW WASPS TO BUILD NESTS.



LANDSCAPE & WALL PLAN
DESERT OASIS - PARCEL B9
SURPRISE, ARIZONA

LANDSCAPE



WALL/SYMBOL LEGEND

SYMBOL	DESCRIPTION
	EXTERIOR THEME WALL
	INTERIOR SIDEYARD THEME WALL
	GENERIC CMU BLOCK WALL
	FULL VIEW FENCE
	MAILBOX KIOSK

KEYNOTES

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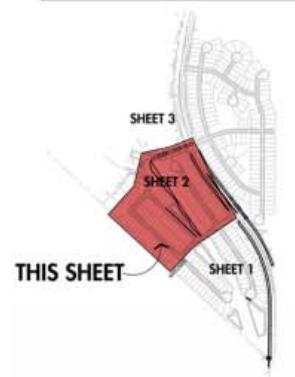
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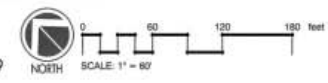


KEY MAP



LANDSCAPE AND WALL PLAN
DESERT OASIS - PARCEL B9
SURPRISE, ARIZONA

FEBRUARY 18, 2019



SHEET 2 OF 5

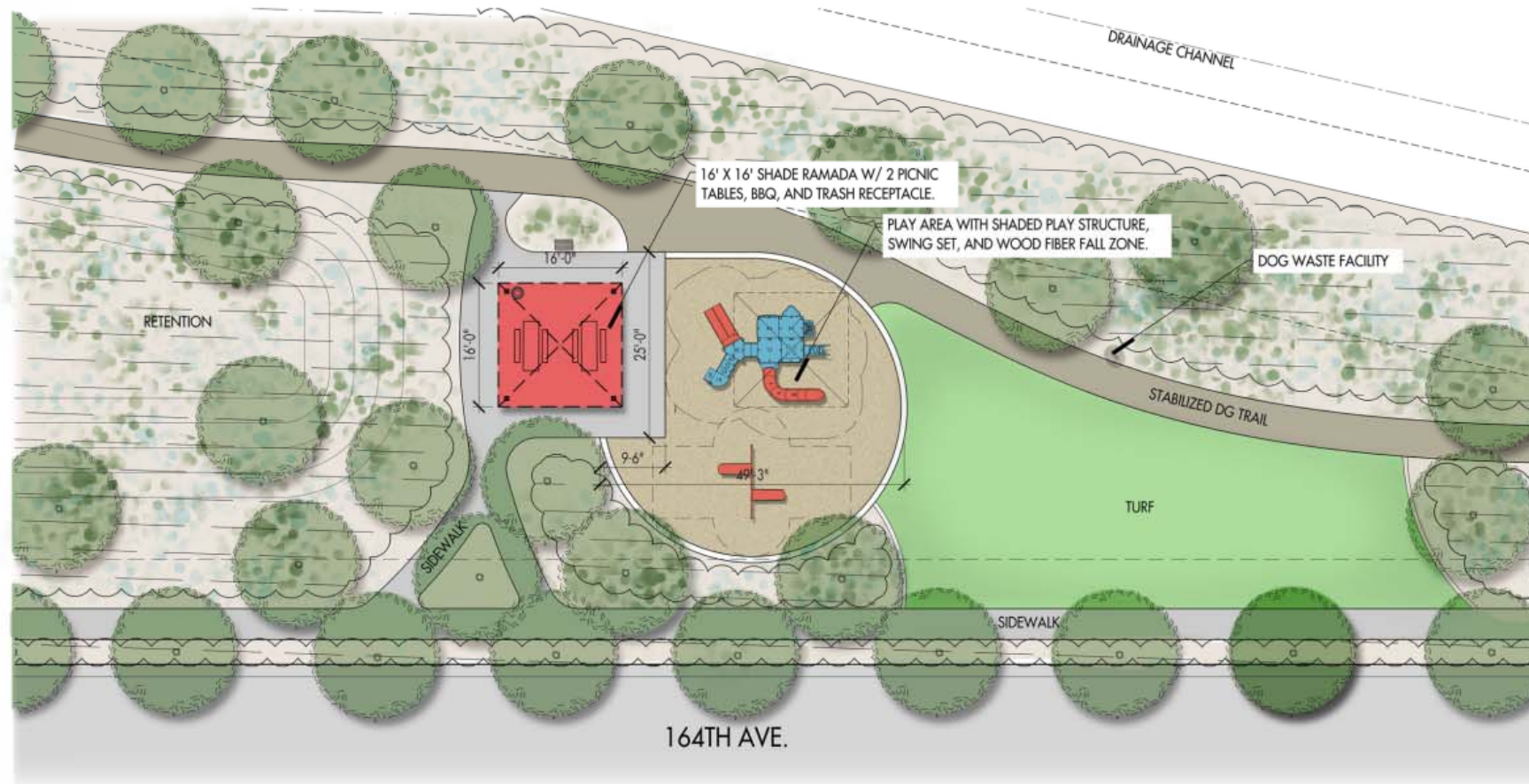
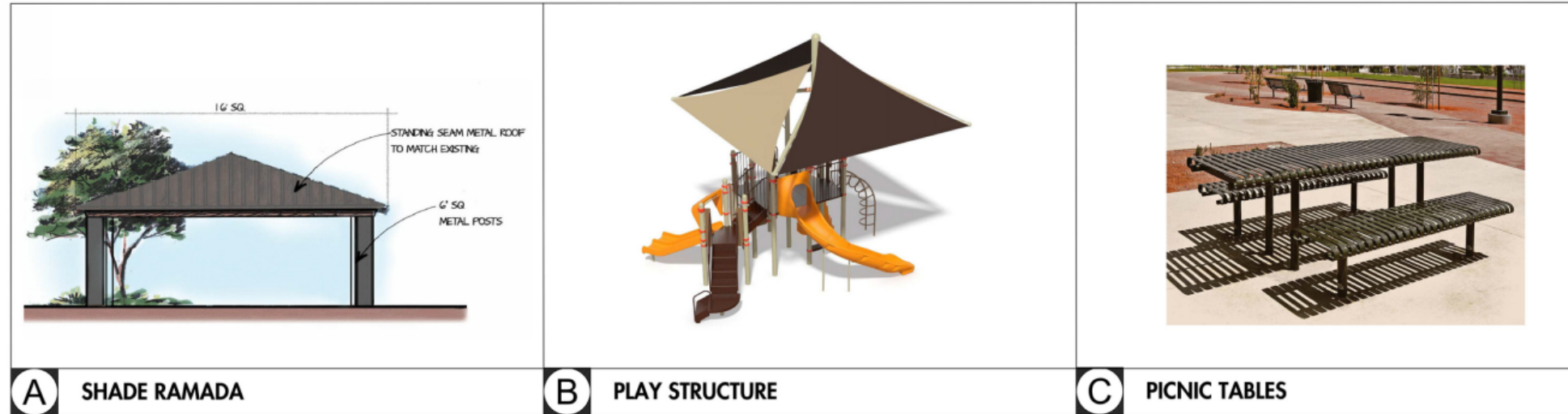
collectiV
landscape architects

1426 N. 2ND STREET, SUITE 200
PHOENIX, ARIZONA 85004
OFFICE: 602.358.7711



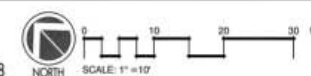


KEY MAP



PARK ENLARGEMENT
DESERT OASIS - PARCEL B9
SURPRISE, ARIZONA

FEBRUARY 18, 2018



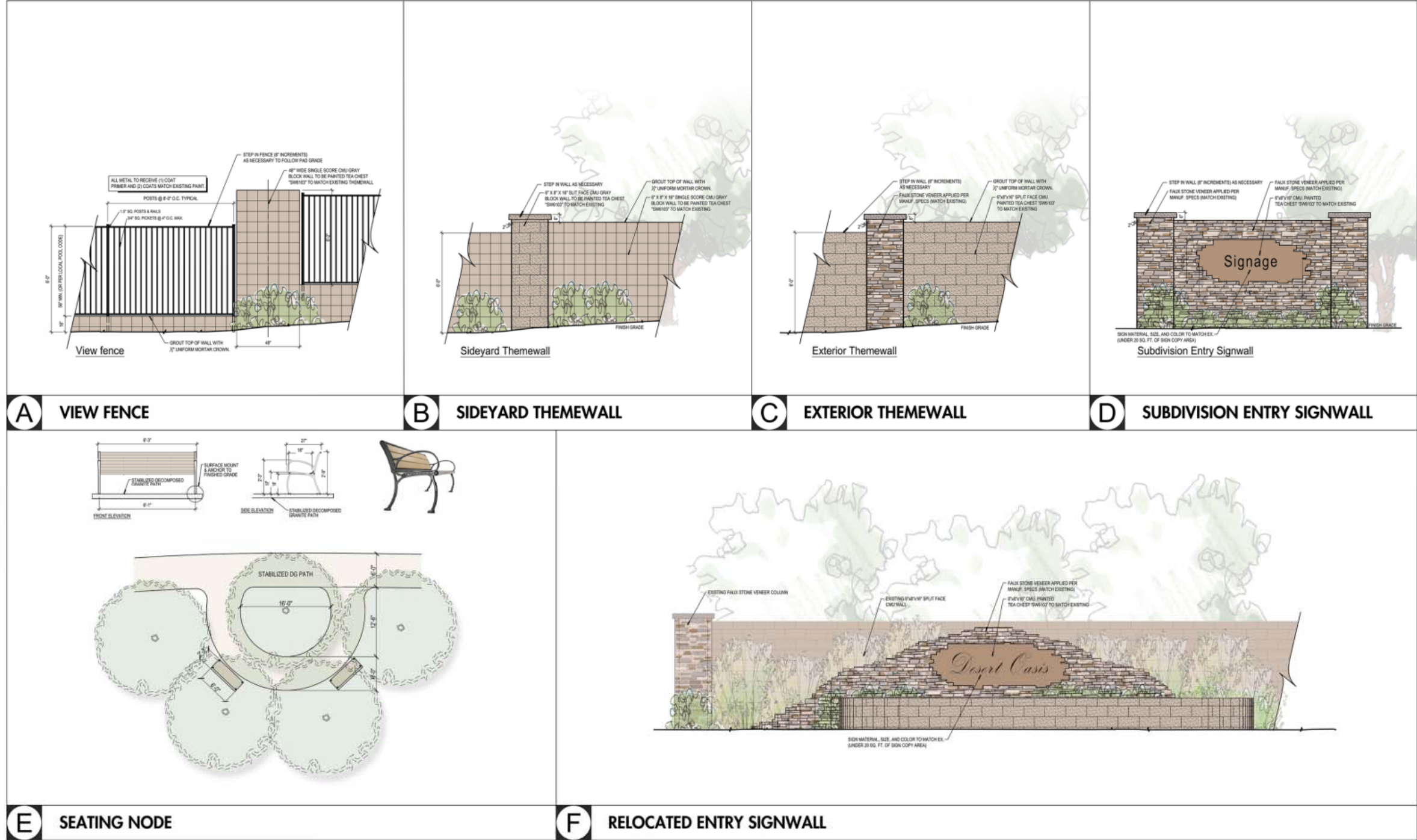
SHEET 4 OF 5

collectiV
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LANDSCAPE





RECOMMENDATION

P&Z Hearing: April 4, 2019

P&Z Recommendation: Approval subject to stipulations 'A' – 'F'



QUESTIONS OR COMMENTS?

Thank You

RESOLUTION #2019-56

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A PRELIMINARY PLAT ENTITLED “DESERT OASIS--PARCEL B9”, A PROPERTY GENERALLY LOCATED WEST OF 163RD AVENUE AND NORTH OF GRAND AVENUE.

WHEREAS, on September 14, 2000 the Mayor and City Council approved the Desert Oasis at Surprise Planned Area Development; and

WHEREAS, the proposed Preliminary Plat is in compliance with the Surprise Municipal Code and Surprise General Plan.

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

Section 1. The Preliminary Plat entitled “Desert Oasis-Parcel B9” dated February 15, 2019, is approved, subject to the following conditions:

- A. Development and use of the site shall be consistent with the Preliminary Plat entitled “Preliminary Plat Desert Oasis – Parcel B9” consisting of three (3) sheets prepared by Cardno and stamped received February 15, 2019, except as otherwise modified by these stipulations.
- B. Landscaping, walls, and amenities associated with the site shall be consistent with the Preliminary Landscape Plan entitled “Landscape and Wall Plan Desert Oasis –Parcel B9” consisting of five (5) sheets prepared by CollectiV landscape architects and stamped received February 15, 2019, except as otherwise modified by these stipulations.
- C. Per the approved Traffic Impact Analysis for Desert Oasis Parcel B10, the following required improvements shall be constructed by Pulte:
 - 1. Southbound left turn lane on 163rd 129 Avenue at Desert Oasis Blvd to be expanded from 75’ to 160’.
 - 2. Southbound left turn lane on 163rd Avenue at Access 1/Prickly Pear Trail to be lengthened from 90’ to 160’.
 - 3. Provide a northbound right turn lane on 163rd Avenue at Prickly Pear Trail. The turn lane shall be at least 160’ with 100’ taper.
 - 4. The asphalt will be widened from Prickly Pear Trail to the northern boundary of Parcel B10 to accommodate two through traffic lanes. The second lane will be tapered down with striping to a single lane north of Prickly Pear Trail to match existing conditions.

- D. The existing culverts (3x6'x3') under 163rd Ave will be extended to accommodate the 163rd Avenue Improvements as shown on the 163rd Avenue exhibit that was submitted with the Preliminary Plat as shown on the Culvert Extension – 2 Lanes exhibit. The Culverts shall be extended as part of the 163rd Avenue Improvements as shown on the 163rd Avenue exhibit and concurrent with the completion of Parcel B9. In addition, per the City's Engineering Development Standards (EDS) Section 5.5.1., culverts for collector and arterial streets are to be designed to convey the peak discharge with no flow crossing over the roadway. The existing culverts shall be expanded to accommodate any updated regulated peak flow to meet City of Surprise EDS 5.5.1 requirement. However, because there is currently no existing drainage infrastructure downstream of the existing box culvert (east of 163rd Avenue) to support the increased box culvert capacity without adversely impacting downstream property, an in-lieu payment agreement shall be executed prior to issuance of the first residential home permit within Parcel B09. The agreement shall address the regional nature of the box culvert expansion and provide a regional distribution of costs in which Pulte shall contribute an allocable share of future box culvert improvement costs based on consideration of Pulte's proportionate share of the following: a) regional drainage flow contribution, b) the overall projected lot count within the regional drainage area, or c) the total acreage of the regional drainage area.
- E. Final design of the drainage channel in Tract A and Tract B shall meet the requirements of the Army Corp of Engineers, Flood Control District of Maricopa County, City of Surprise Engineering Design Standards, and City of Surprise Unified Development Code.
- F. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

APPROVED AND ADOPTED this _____ day of _____ 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019

Contact Person: Robert Kuhfuss

Submitting Department: Community Development District: District 3

Staff Recommendations: None

Consent: No

Regular: No

Public Hearing: Yes

Report/Discussion: No

Agenda Wording:

Consideration and action regarding a Zone Change from Residential Ranch (RR) to approx. 18.9 acres of Medium Density Residential (RM-6) with a Planned Unit Development (PUD) Overlay; approx. 22.0 acres of Medium Density Residential (RM-9) with a Planned Unit Development (PUD) Overlay; and approx. 23.0 acres of Residential High (RH-15) with a Planned Unit Development (PUD) Overlay for Rancho TruGold. Planning case # FS18-386; Ordinance 2019-06.

Motion:

I move to approve Ordinance #2019-06,

Background:

The proposed project was once part of the Magnolia project, which the Planning and Zoning Commission reviewed in 2016. The Magnolia project never came to fruition, and the various land owners are moving forward independently. The subject request involves the rezoning of approximately 64 acres of recently incorporated land from Residential Ranch (RR) to RM-6, RM-9, and RH-15, each with a PUD Overlay to allow modifications from the base development standards, modifications from certain development requirements, and to cap the maximum density. The City Council approved a 3-lot Final Plat for Rancho TruGold on April 16, 2019. The subject Zone Change involves Lots 2 and 3 of said Final Plat. A companion Preliminary Plat covering Lot 2 is also scheduled for review this date and is discussed under separate cover.

Objective Analysis:

The subject zone change request contemplates a change from RR to three (3) separate zoning districts; RM-6, RM-9, and RH-15 each with a PUD Overlay intended to modify development standards and limit density. Parcel "A" anticipates 55 single-family residential lots over approx. 18.9 acres for a gross density of 2.9 DU/Ac. Parcel "B" anticipates 84 single-family residential lots over approx. 22.0 acres for a gross density of 3.8 DU/Ac. Parcel "C" anticipates 244 dwelling units on a single lot of record of approx. 23.0 acres for a gross density of 10.6 DU/Ac. Collectively, the project area will have a gross density of 5.99 DU/Ac. The subject site is located along the outer edge of the 0-6 Du/Ac. ribbon of the Luke AFB Graduated Density Concept (GDC). While Parcel "C", at a density of 10.6 DU/Ac does not in and of itself meet the density guidelines, when combined with the balance of the project, the density is diluted to 5.99 6 DU/Ac. overall, which is in keeping with the GDC. Unlike typical "PAD" zoning, the subject request falls under the current Surprise Unified Development Code (SUDC). As such, the uses associated with the proposed zoning district are per Section 122-43 of the SUDC. The proposed

PUD Overlays, however, will allow certain modifications to the development standards.

The proposed Zone Change is consistent with the Surprise General Plan and the rationale for the granting of the PUD Overlays stem from the developer's commitment to mitigate against the negative effects of the development through an increase in the minimum open space in the single-family portion, a reduction in density over that allowed under the base zoning districts, and the reduction of certain development standards which are not essential for the successful development of the site. The proposed development is compatible with the neighboring land uses, and the amenities included will provide recreational opportunities for the neighborhood residents. Further, much needed infrastructure will be constructed as part of this development. In addition, the Planning and Zoning Commission recommended approval of the request.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. The proposed RM-6 PUD and RM-9 PUD zoning districts will generate a density of 2.9 and 3.8 DU/Ac, respectively, and is consistent with the existing and proposed single-family fabric in the area. The proposed RM-15 PUD component will be buffered from the RM-9 PUD component by a local roadway and open space, which demonstrates consistency with the General Plan.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS18-386 Rancho TruGold Rezone 05-07-19 CC Staff Report
 2. 01 Rancho TruGold Joint Vicinity Map
 3. 02 FS18-386 Rancho TruGold Rezone Case Map
 4. 03 FS18-386 Rancho TruGold with Hancock Communities PUD Narrative
 5. 04 FS18-386 Citizen Participation Report (redacted)
 6. 05 Rancho TruGold Emails through 011419 (redacted)
 7. Public Engagement Form for Rancho TruGold
 8. Rancho TruGold 05-07-19 CC Presentation
 9. 06 FS18-386 EVR Rancho Trugold Rezone Ordinance
-

ZONE CHANGE

REPORT TO THE CITY COUNCIL

Case: FS18-386

Project Name: Rancho TruGold Rezone

Council District: 3

Meeting Date: May 7, 2019

Planner: Robert H. Kuhfuss, AICP

Owner: Truman Trust

Applicant: Andy Jochums of Beus Gilbert, PLLC on behalf of Truman Trust

Request: Zone Change from Residential Ranch (RR) to approx. 18.9 acres of Medium Density Residential (RM-6) with a Planned Unit Development (PUD) Overlay; approx. 22.0 acres of Medium Density Residential (RM-9) with a Planned Unit Development (PUD) Overlay; and approx. 23.0 acres of Residential High (RH-15) with a Planned Unit Development (PUD) Overlay.

Site Location: Generally located along the Sweetwater Avenue alignment between Cotton Lane and 175th Avenue

Area and Density:

Proposed Zoning District	Lot Yield	Acreage	Gross Density
RM-6 PUD	55	18.9	2.9
RM-9 PUD	84	22.0	3.8
RH-15 PUD	244	23.0	10.6
Total	383	63.9	5.99

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

Support/Opposition: None known

Commission

Recommendation: Approve, subject to stipulations 'a' and 'b'

PROJECT DESCRIPTION:

The proposed project was once part of the Magnolia project, which the Planning and Zoning Commission reviewed in 2016. The Magnolia project never came to fruition, and the various land owners are moving forward independently.

The subject request involves the rezoning of approximately 64 acres of recently incorporated land from Residential Ranch (RR) to RM-6, RM-9, and RH-15, each with a PUD Overlay to allow modifications from the base development standards, modifications from certain development requirements, and to cap the maximum density. These modifications are summarized below:

RM Summary:

- Removal of the Community Pool requirement for both RM districts
- Removal of the 3.5 acre minimum turf size for Recreational Fields for both RM districts
- Increase in maximum driveway width from 30% of lot width to 45% for both RM districts
- Increase in maximum driveway area from 30% of the front yard area to 45% for both RM districts
- Reduction in gross density from 6 DU/Ac to 2.9 DU/Ac for RM-6
- Reduction in gross density from 9 DU/Ac to 3.8 DU/Ac for RM-9
- Increase in Lot Width from 50' to 60' for RM-6
- Increase in Lot Width from 40' to 50' for RM-9
- Increase in Open Space from 20% of Net Residential Area to 24% for both RM districts

In addition to the PUD Overlay associated with the two RM districts, the subject request includes a PUD Overlay associated with the RH district. This PUD Overlay will amend certain development standards, which are expressed in Table 2 of the zoning narrative and are summarized below:

RH Summary:

- Reduction in gross density from 15 DU/Ac to 10.61 DU/Ac
- Reduction in maximum building height from 35'/3-stories to 16'/1-story for primary buildings and 20'/1-story for accessory buildings
- Reduction in Rear setback from 30' to 24'
- Reduction in width of landscape buffer from 24' to zero feet adjacent to RM and RL zoning
- Reduction in width of landscape buffer from 10' to zero feet adjacent to commercial
- Reduction in internal building separation from 25' to 10'
- Reduction in bicycle parking from 0.5 spaces per dwelling to zero spaces per dwelling.

[Continued on following page.]

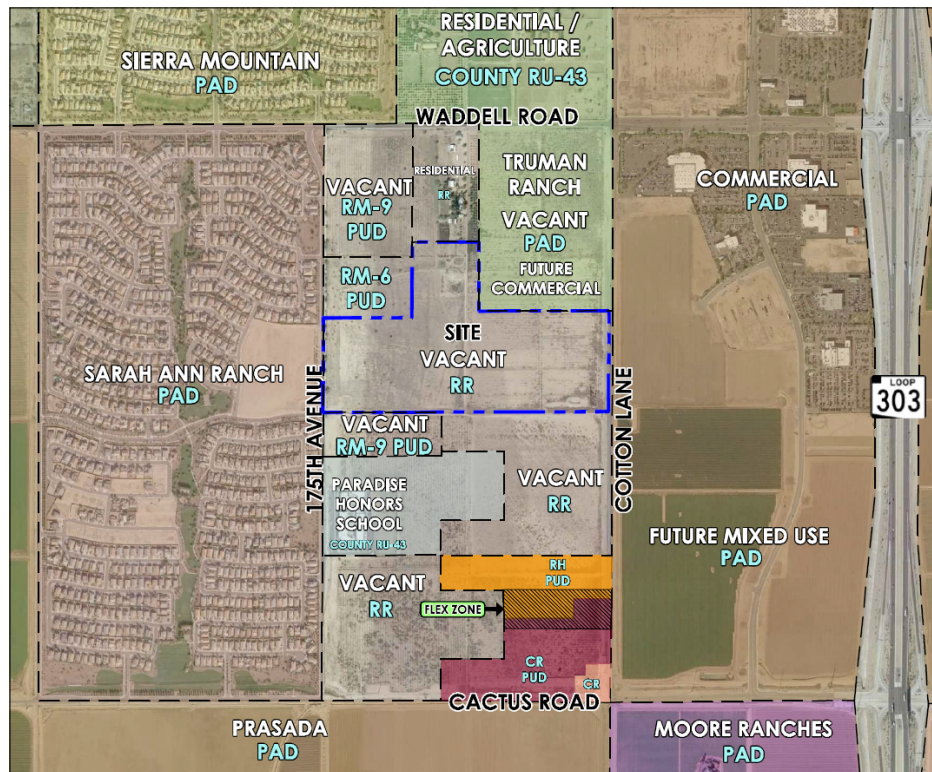
The subject request is also one of four concurrent requests involving the subject property. These requests are summarized as follows:

- **FS18-386: Rancho TruGold Rezone (subject request).** On April 18, 2019, the Commission recommended approval of the subject Zone Change subject to stipulations “a” and “b” as outlined in this staff report. The Council will review the subject Zone Change and either approve or deny the request.
- **FS18-387: Rancho TruGold Final Plat (3-lot Final Plat).** The Council approved said Final Plat on April 16, 2019. The subject Zone Change involves Lots 2 and 3 of said Final Plat.
- **FS18-387: Hancock Communities at Rancho TruGold Site Plan (Site Plan covering Lot 3 of the aforementioned Final Plat).** On March 21, 2019, the Commission approved said Site Plan subject to stipulations “a” through “i”, which included a provision stating that if the Zone Change and Final Plat noted above are not approved by the City Council, the Commission’s approval of the Site Plan is null and void.
- **FS18-434: Rancho TruGold Preliminary Plat (Preliminary Plat covering Lot 2 of the aforementioned Final Plat).** On March 21, 2019, the Commission recommended approval of the requested Preliminary Plat subject to stipulations “a” through “f”. After either approving or denying the subject Zone Change, the Council will review the Preliminary Plat (under separate cover) and either approve or deny the Preliminary Plat request.

[Continued on following page.]

EXISTING ZONING:

The following map, taken from Figure 1 of the subject Zone Change Narrative, depicts the existing zoning of the subject site and its surrounds.



BACKGROUND:

September 12, 2016: Mark Reddie of LVA Urban Design Studio filed a request for a Zone Change and Preliminary Plat for 175th & Sweetwater under case FS16-391.

September 12, 2016: Mark Reddie of LVA Urban Design Studio filed a request for Zone Change and Preliminary Plat for Magnolia under case FS16-392. Said case was subsequently withdrawn.

September 28, 2016: On behalf of the applicant, staff opened case FS16-427 relating to the annexation of the subject property.

January 17, 2017: The City Council approved the annexation of the subject property under case FS16-427.

September 7, 2017: The City Council approved a request for a Rezone relating to the 175th & Sweetwater project under case FS16-391.

147 **October 3, 2017:** Mark Reddie of LVA Urban Design Studio filed a request for a Zone Change and
148 Preliminary Plat for Rancho TruGold under case FS18-583. Said case was subsequently withdrawn.
149
150 **October 5, 2017:** The City Council approved a request for a Preliminary Plat relating to the 175th &
151 Sweetwater project under case FS16-391.
152
153 **December 19, 2017:** The City Council approved a revised Preliminary Plat for 175th &
154 Sweetwater under case FS17-403.
155
156 **March 6, 2018:** The City Council approved a request for a Zone Change and related Preliminary Plat
157 covering the Heritage Farm project under case FS17-530.
158
159 **August 7, 2018:** Andy Jochums of Beus Gilbert filed a request for a Zone Change for Rancho
160 TruGold under case FS18-386.
161
162 **August 7, 2018:** Andy Jochums of Beus Gilbert filed a request for a Site Plan and a 3-lot Final Plat
163 for Hancock Communities at Rancho TruGold under case FS18-387.
164
165 **August 31, 2018:** Mark Reddie of RVi filed a request for a Preliminary Plat covering a portion of
166 Rancho TruGold under case FS18-434.
167
168 **September 18, 2018:** The City Council approved a request for a Final Plat for Heritage Farm under
169 case FS18-159.
170
171 **October 19, 2018:** Gehan Homes filed a request for Zone Change and Preliminary Plat for Gehan
172 Homes Cactus & 175th under case FS18-566.
173
174 **November 20, 2018:** Mark Reddie of RVi filed a request for a Zone Change and Preliminary Plat for
175 Ryder Ranch under Case FS18-632.
176
177 **March 21, 2019:** The Commission recommended approval of the subject Zone Change request as
178 presented under case FS18-386, subject to stipulations “a” and “b” as outlined in this staff report.
179
180 **March 21, 2019:** The Commission approved the Site Plan for Hancock Communities at Rancho
181 TruGold presented under case FS18-387, subject to stipulations “a” through “i”, which included a
182 provision that nullifies said approval should the Council not approve the subject Zone Change, or
183 the 3-lot Final Plat presented under FS18-387.
184
185 **March 21, 2019:** The Commission recommended approval of the Preliminary Plat for Rancho
186 Trugold presented under case FS18-434, subject to stipulations “a” through “f”.
187
188 **April 16, 2019:** The City Council approved the 3-lot Final Plat for Rancho TruGold under FS18-387.
189

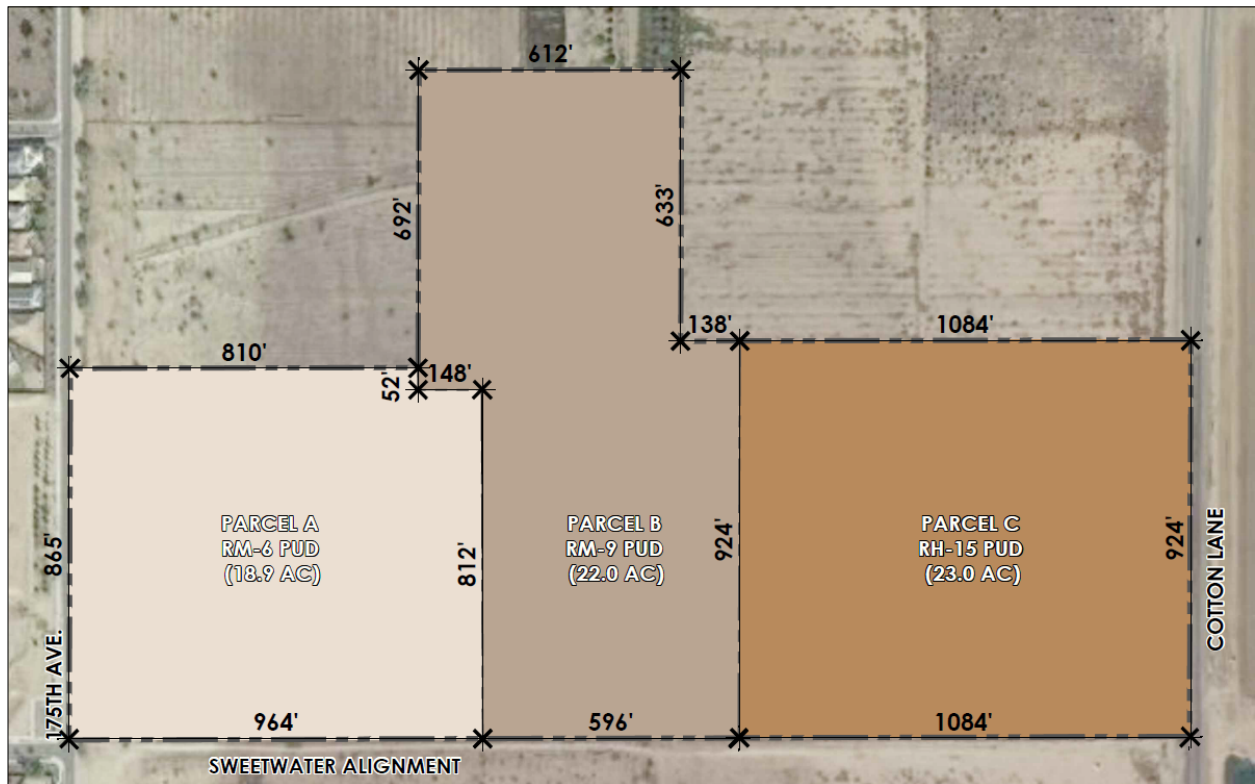
April 18, 2019: Due to a site posting error, the Commission reheard the subject Zone Change request and recommended approval of same to the City Council, subject to stipulations “a” and “b” as outlined in this staff report.

CITIZEN OUTREACH:

The applicant held a citizen outreach meeting on December 11, 2018, which was well attended. The results of that meeting are summarized in the attached Citizen Outreach Report. In addition, staff received several emails regarding this project, which are included as an attachment to this report. Staff also sent an email to the members of the public who were present at that meeting in response to comments relating to local traffic issues that were beyond the scope of this specific project. The site was also posted in accordance with the SUDC and state statute. The City of Surprise also sent notices via First Class mail in accordance with the SUDC and state statute.

ANALYSIS AND DISCUSSION:

The subject zone change request contemplates a change from RR to three (3) separate zoning districts; RM-6, RM-9, and RH-15 each with a PUD Overlay intended to modify development standards and limit density. The following image, taken from Figure 2 of the subject zoning narrative, shows the proposed zoning district boundaries.



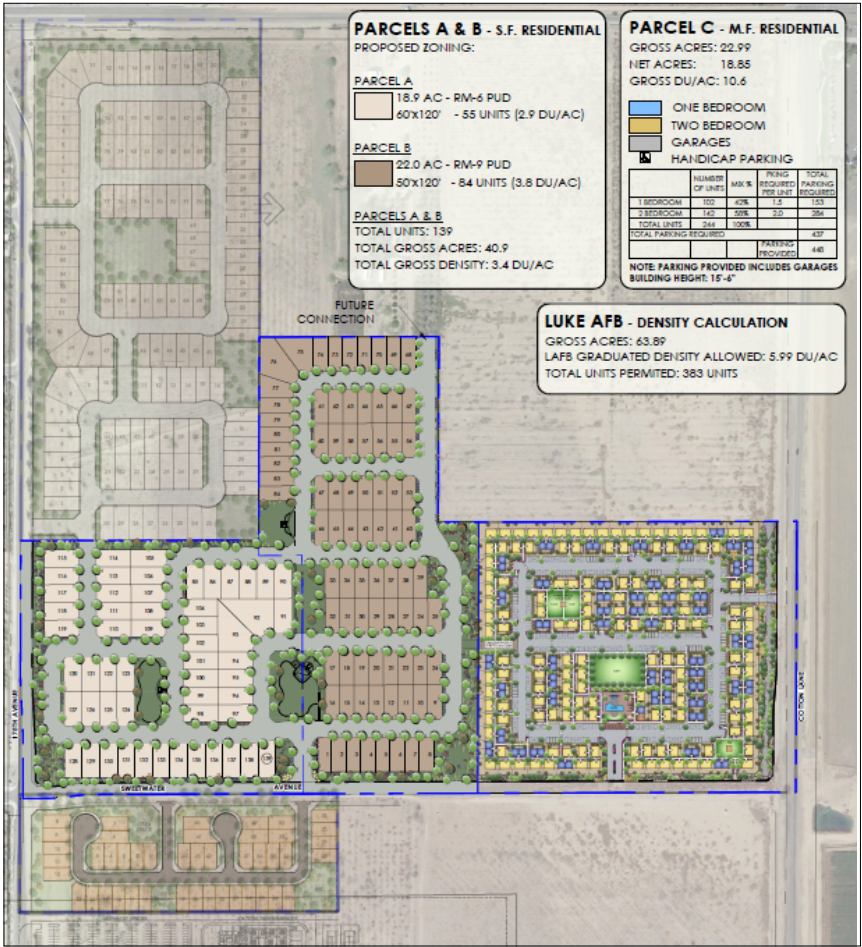
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217 density of 3.8 DU/Ac. Parcel "C" anticipates 244 dwelling units on a single lot of record of approx.
218 23.0 aces for a gross density of 10.6 DU/Ac. Collectively, the project area will have a gross density
219 of 5.99 DU/Ac.

220

221 The following image, taken from Figure 3 of the zoning narrative, depicts the anticipated lotting for
222 the project, in the context of the two currently approved projects adjacent to the site. This lotting
223 configuration is expressed in the related Preliminary Plat and Site Plan, which are discussed under
224 separate cover.

225



226

227

228 The subject site is located along the outer edge of the 0-6 Du/Ac. ribbon of the Luke AFB Graduated
229 Density Concept (GDC). While Parcel "C", at a density of 10.6 DU/Ac does not in and of itself meet
230 the density guidelines, when combined with the balance of the project, the density is diluted to
231 5.99 6 DU/Ac. overall, which is in keeping with the GDC.

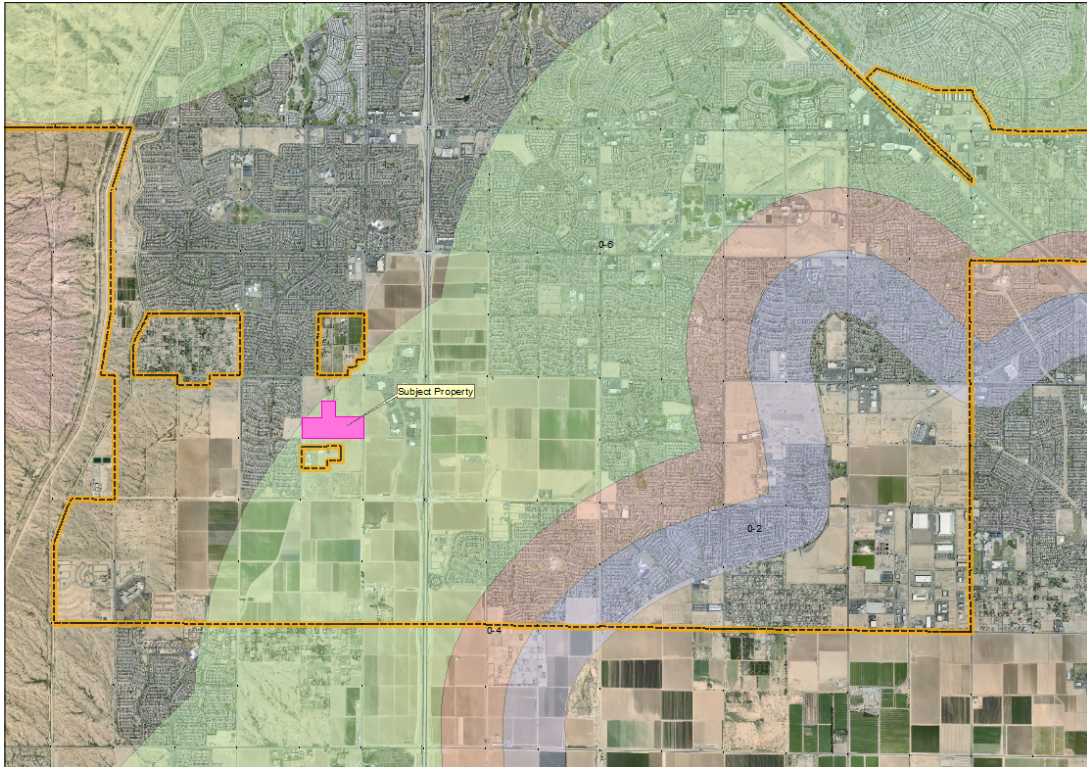
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[See map on following page.]



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239 Unlike typical “PAD” zoning, the subject request falls under the current Surprise Unified
240 Development Code (SUDC). As such, the uses associated with the proposed zoning district are per
241 Section 122-43 of the SUDC. The proposed PUD Overlays, however, will allow certain modifications
242 to the development standards. Since the request involves both Medium Density Residential and
243 High Density Residential zoning, the RM-6 PUD and RM-9 PUD are discussed separately from the
244 RM-15 PUD.

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RM-6 PUD and RM-9 PUD:

The following table is taken from the zoning narrative and expresses the proposed single-family residential development standards applicable to Parcels “A” and “B”.

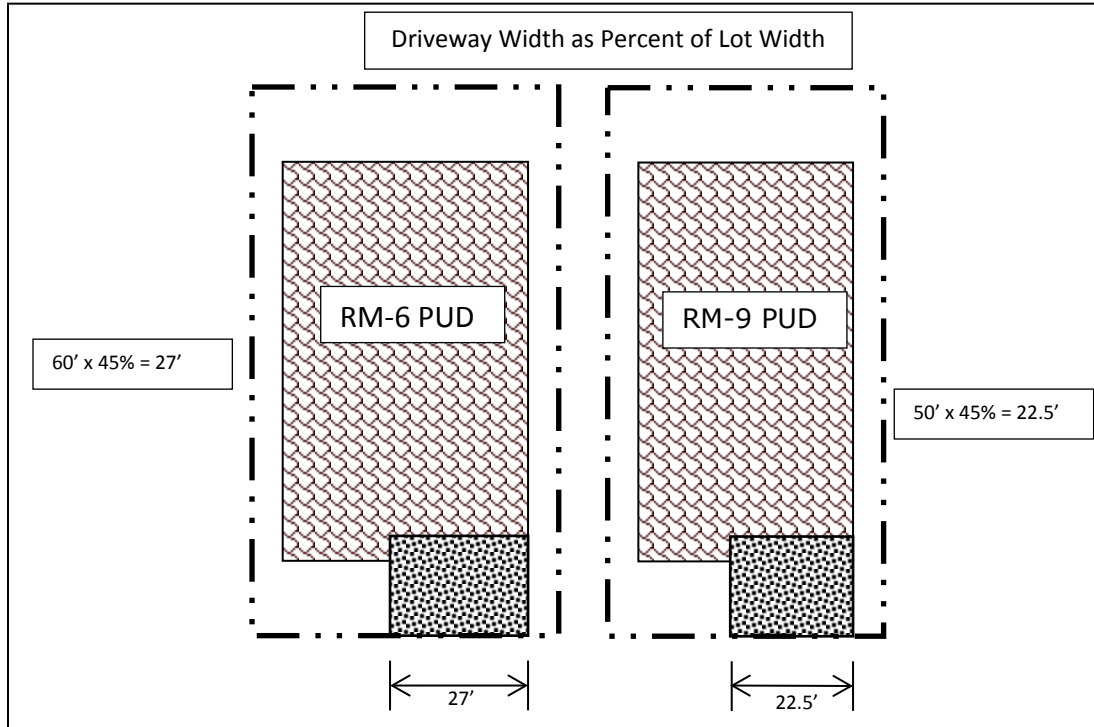
Development Standard	RM-6 City Base Standard	Proposed RM-6 PUD Standard	RM-9 City Base Standard	Proposed RM-9 PUD Standard
Maximum Density	6.0	2.9 (decrease in density)	9.0	3.8 (decrease in density)
Minimum Lot Area (sf)	6,000	7,000 (increase in lot area)	4,500	5,900 (increase in lot area)
Minimum Lot Width (ft)	50	60 (increase lot width)	40	50 (increase lot width)
Minimum Lot Depth (ft)	100	100	100	100
Minimum Front Yard Setback (ft) (livable area/front-facing garage)	12/20	12/20	12/20	12/20
Minimum Side Yard Setback (ft)	TBD	5	TBD	5
Minimum Rear Yard Setback (ft)	20	20	20	20
Maximum Building Height (ft)	35	35	35	35
Driveway Width Percentage	30%	45%	30%	45%
Driveway Area Percentage	30%	45%	30%	45%

As noted in the narrative, Section 122-137(r) of the SUDC requires a community swimming pool for Medium Density Residential projects of 60 or more units. The applicant proposes the deletion of this requirement through the PUD Overlay. The rationale being that as a single-family development with 20’ rear setbacks, ample space will be available on each lot to accommodate a private pool should that homeowner chose to do so. Staff does not object to the deletion of the pool requirement.

Also, there is a provision in the current SUDC which limits the width of a single-family residential driveway to 30% of the lot’s width. The proposed minimum lot width is 60’ for the RM-6 portion and 50’ for the RM-9 portion. If limited to 30%, the driveways would only be 18’ and 15’ wide, respectively. Since a typical garage is 20’ wide, increasing the allowable driveway width from 30% to some higher number make sense. The applicant proposes 45%, which would allow for a 27’ wide driveway in the RM-6 portion, and 22.5’ in the RM-9 portion.

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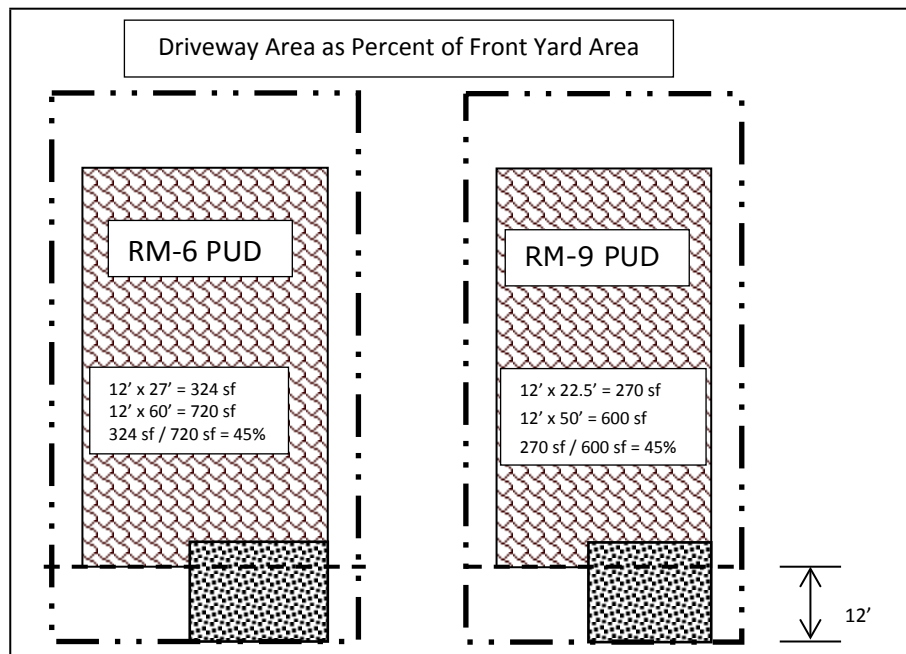


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293

294 There is also a provision in the current SUDC which limits the area of a residential driveway to 30%
 295 of the required front yard area, which is that area located between the front setback line and the
 296 front lot line. Again, the proposed minimum lot widths are 60' and 50', while the proposed
 297 minimum front setback is 12'. 30% of the resulting area will not accommodate a driveway;
 298 however, increasing to 45% will accommodate the proposed driveway widths.
 299

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Section 122-137(p)(1) requires one (1) turf recreational field per 700 residential units in single-family zoning, with each field having a minimum turf area of not less than 3.5 acres. The applicant proposes the removal of the 3.5 acre minimum size requirement, based on the proportional size of the field relative to the proposed single-family development. The applicant instead proposes four smaller fields that are spread out with the single-family portion of the development. Staff does not object to the removal of the 3.5 acre requirement.

The SUDC requires that not less than 20% of the “net residential acreage” be set aside as open space. The net residential acreage is essentially the total amount of land taken up by the individual lots combined with the total open space. The applicant proposes an increase to 24% of the net residential area as open space overall, which exceeds the 20% requirement set forth in the SUDC. Within that open space will be a pocket park with tot-lot, ramada, picnic area, turf play area, and landscaping.

RH-15 PUD:

The following table is taken from the zoning narrative and expresses the proposed multi-family residential development standards applicable to the site.

Standard	Existing RH-15 Conventional Character Pattern Requirement	Proposed PUD Modifications
Maximum Dwelling Units per Gross Acre	15 du/ac	10.61 du/ac (244 units max)
Maximum Height	35 feet (3 stories)	16 ft./1 story for primary buildings 20 ft./1 story for accessory buildings (office, fitness center, etc.) ⁽¹⁾
Minimum Building Setbacks: - Front (Sweetwater) - Side - Rear	30 feet 10 feet 30 feet	30 feet* ⁽²⁾ 10 feet* 24 feet
Minimum Landscape Buffers: - Adjacent to RM and RL	24 feet	Zero feet ⁽³⁾
- Adjacent to Commercial and other Districts	10 feet	Zero feet ⁽³⁾
Minimum Building Separation (one story buildings)	25 feet	10 feet
Bike Parking - Residential - Leasing Office	0.5 per dwelling 1 per 20 vehicle spaces	Zero per dwelling 1 per 20 vehicle spaces*

*Standard RH-15 Requirement. No Modification requested, listed for ease of reference.

(1) If an entry portico is provided, it shall be allowed at a height up to 30 feet for adequate emergency vehicles ingress and egress as well as appropriate architectural rooflines to match the primary buildings.

(2) For the purpose of SUDC section 122-136(b)(15)(d)(1), which discusses wall placement, the front yard shall be measured 25' from the Sweetwater Road property line and not the full 30' building setback.

(3) Minimum 24 foot deep private yards shall be provided with at least one tree per yard to act as buffering.

As noted in the above table, the applicant proposes a reduction in maximum building height from 35'/3-stories to 16'/1-story for primary buildings and 20'/1-story for accessory buildings. The rationale for this reduction is that the base development standards of the RH zoning district are geared towards a "pedestal" style apartment building as opposed to the proposed cottage style development. As such, the 30'/3-story standard is neither necessary nor appropriate. Reducing the maximum heights to those proposed reduces the impacts of the development on the neighboring residential properties and further helps to justify the larger request.

The applicant also proposes a reduction in rear setback from 30' to 24'. The 30' rear setback provision is in the context of a pedestal style apartment complex as opposed to a cottage style development and is intended to mitigate the effects of a 3-story building being adjacent to single-family development. In this case, the rear of the multi-family development will be adjacent to commercial development. Staff does not object to this reduction.

Related to the previous paragraph, there is a provision in the SUDC which requires a 24' landscape buffer along the perimeter of a multi-family project when adjacent to Medium Density Residential (RM) or Low Density Residential (RL) zoning. The applicant proposes a reduction in the depth of this perimeter landscape buffer from 24' to zero feet adjacent, in that the buffer is essentially being met via the private yards being created as a result of the 24' building setback as discussed in the previous paragraph.

There is also a provision in the SUDC that requires an internal building separation of 25' for multi-family projects, which again is consistent with pedestal-style apartment development. The applicant proposes reducing the internal building separation from 25' to 10' due to the cottage-style nature of the development. Staff does not object to this provision.

The proposed reduction in bicycle parking from 0.5 spaces per dwelling to zero spaces per dwelling stems from the cottage vs. pedestal style development. Under the cottage style development, residents will park their bicycles in their own secured back yards as opposed to in a bike rack located elsewhere on site. Staff does not object to this reduction.

UTILITY AND SERVICES TABLE:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

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358 **CONFORMANCE WITH ADOPTED PLANS:**

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360 **Surprise General Plan 2035:** The Surprise General Plan 2035 shows the subject property as lying
361 within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac
362 or more, provided appropriate transitions are made between the various Neighborhood types
363 included within the character area. The proposed RM-6 PUD and RM-9 PUD zoning districts will
364 generate a density of 2.9 and 3.8 DU/Ac, respectively, and is consistent with the existing and
365 proposed single-family fabric in the area. The proposed RM-15 PUD component will be buffered
366 from the RM-9 PUD component by a local roadway and open space, which demonstrates
367 consistency with the General Plan.

368
369 **REVIEWING AGENCIES:**

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371 The subject request was routed to the standard reviewing agencies, who had not commented as of
372 the writing of the Commission report. Since that time, staff received comment as summarized
373 below:

374
375 **Maricopa Water District (MWD):** MWD states the proposed project will impact their facilities and
376 requires the developer to enter into a Development Agreement with the District.

377
378 **Flood Control District of Maricopa County (FCDMC):** FCDMC states the eastern portion of the site
379 lies within FEMA Flood Zones A and X, which triggers a requirement for a Floodplain Use Permit, or
380 a CLOMR/LOMR.

381
382 **Maricopa County Department of Transportation (MCDOT):** MCDOT indicates no objection to the
383 request, but points out that no right-of-way exists in front of the Paradise Honors School. MCDOT
384 further states their understanding is that Paradise Honors will be primary taking access from
385 Sweetwater with secondary access from 175th Avenue, and points out the potential for traffic
386 congestion at 175th Avenue and Cactus Road.

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388 **Arizona Department of Transportation Right-of-Way (ADOT-ROW):** ADOT-ROW states they have
389 no issues or concerns with the project, but states that ADOT Engineering may have additional
390 comments.

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SUMMARY:

The applicant seeks a Zone Change over the subject property, and seeks relief from certain aspects of the SUDC through the PUD Overlays. Said Zone Change is consistent with the Surprise General Plan and the rationale for the granting of the PUD Overlays stem from the developer's commitment to mitigate against the negative effects of the development through an increase in the minimum open space in the single-family portion, a reduction in density over that allowed under the base zoning districts, and the reduction of certain development standards which are not essential for the successful development of the site. The proposed development is compatible with the neighboring land uses, and the amenities included will provide recreational opportunities for the neighborhood residents. Further, much needed infrastructure will be constructed as part of this development. In addition, the Planning and Zoning Commission recommended approval of the request.

FINDINGS:

- The proposed Zone Change is consistent with the Surprise General Plan 2035.
- The proposed development standards will allow the property to be reasonably developed.
- There are no objections to the request.

COMMISSION

RECOMMENDATION:

Based on the findings noted above, the Commission recommended **approval** of the subject Zone Change request on April 18, 2019, subject to stipulations "a" and "b" as outlined below:

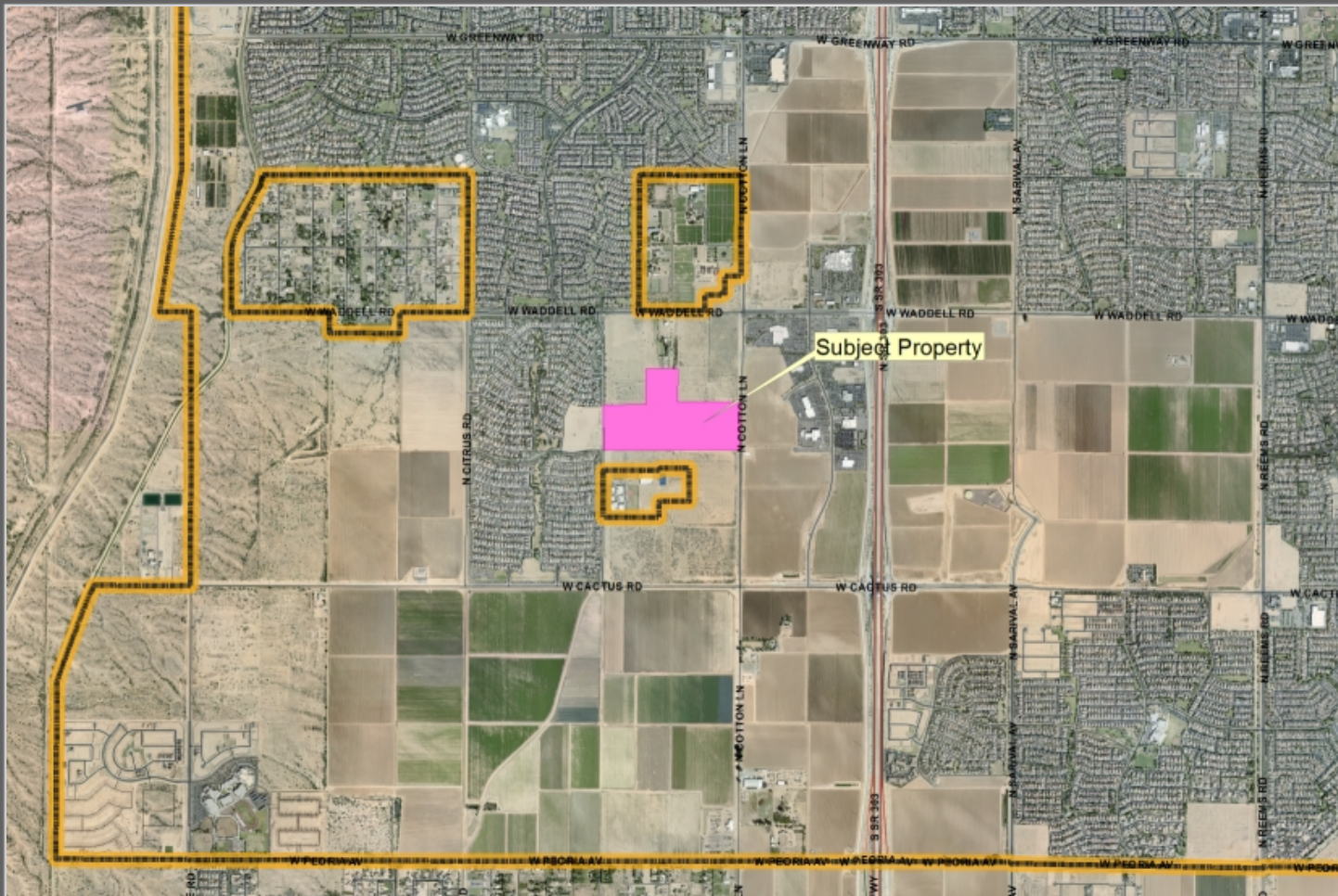
- a. Development and use of the site shall be in conformance with the Zone Change Narrative entitled "Rancho Trugold Featuring Hancock Communities", consisting of thirteen (13) pages plus exhibits, prepared by RVi Planning + Landscape Architecture and stamped received March 1, 2019.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

However, should the Council wish to deny the request, the Council should make its own findings and base its decision on those alternative findings.

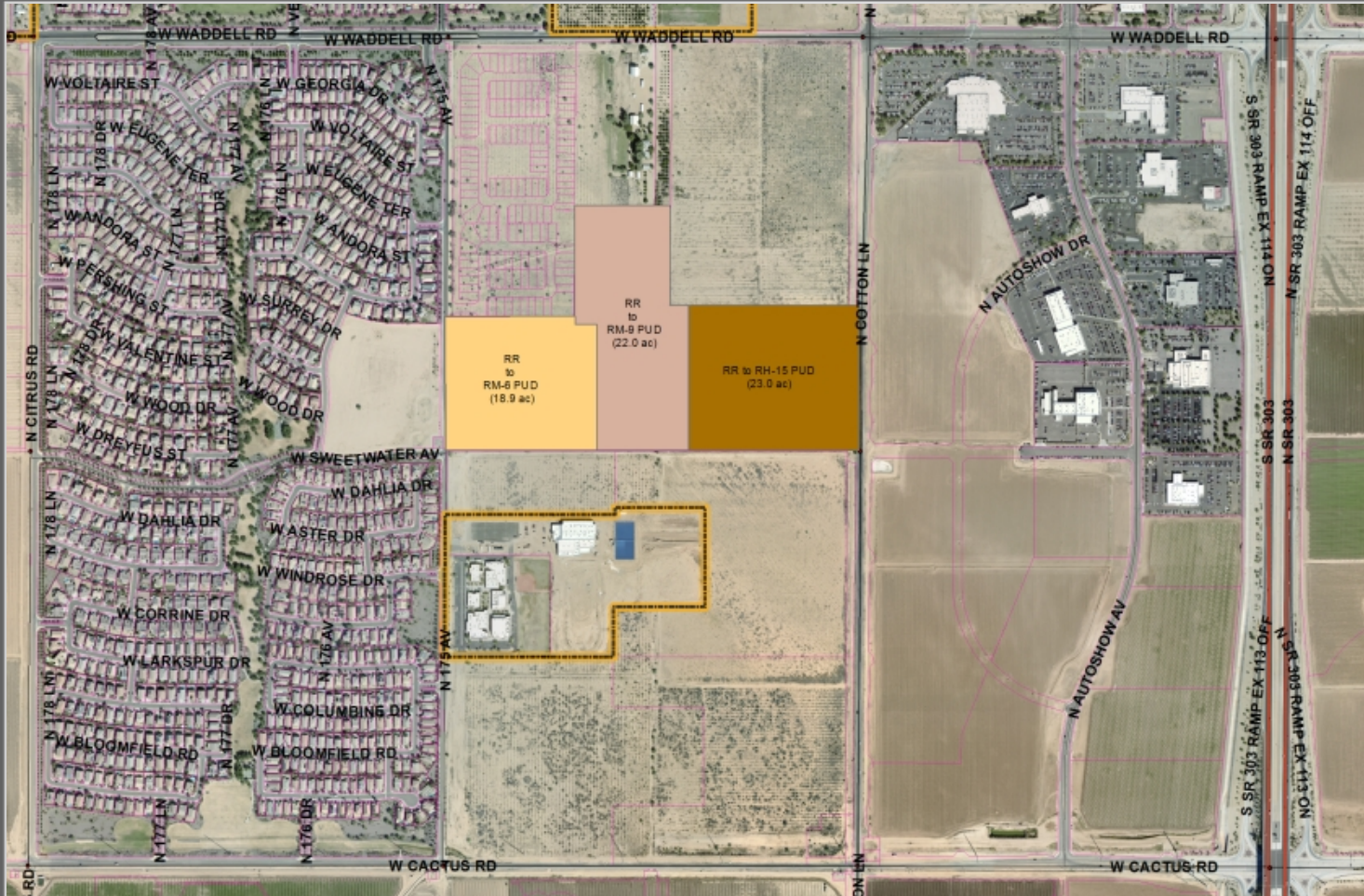
Attachments:

- 01 Rancho Trugold Joint Vicinity Map
- 02 Rancho Trugold Zone Change Case Map
- 03 Rancho Trugold Zone Change Narrative
- 04 Rancho Trugold Citizen Participation Report (redacted)
- 05 Rancho Trugold Outreach emails (redacted)
- 06 Rancho Trugold Zone Change Adopting Ordinance

Rancho TruGold Vicinity Map



Rancho TruGold Rezone Case Map



RANCHO TRUGOLD

FEATURING HANCOCK COMMUNITIES

A RESIDENTIAL DEVELOPMENT SURPRISE, ARIZONA

PUD ZONING APPLICATION

1ST SUBMITTAL: AUGUST 2018

2ND SUBMITTAL: NOVEMBER 2018

3RD SUBMITTAL: DECEMBER 2018

4TH SUBMITTAL: JANUARY 2019

5TH SUBMITTAL: MARCH 2019

CASE NUMBER: FS18-386

TABLE OF CONTENTS..... 1

1.0	DESCRIPTION OF REQUEST.....	2
1.1	Introduction	2
1.2	Project Overview and Zoning Request	2
1.3a	RM-6 PUD and RM-9 PUD Zoning Designation and Development Standards.....	2
1.3b	RH- 15 PUD Zoning Designation and Development Standards	5
1.4	Residential Development Plan Concept.....	8
1.5	Circulation Plan (vehicle, bicycle, pedestrians)	8
1.6	Open Space, Trails and Amenities Plan	9
1.7	Landscape Theme and Community Character	10
1.8	Drainage Master Plan	10
1.9	Water & Sewer Master Plan	11
1.10	Future Home Owners Association Responsibility	11
2.0	EXISTING CONDITIONS ANALYSIS.....	12
2.1	Property Location and Description	12
2.2	Existing Land Use, General Plan Designation and Zoning	12
2.3	Surrounding Developments, Facilities and Services.....	13

FIGURES

1.	Vicinity Map	14
2.	Proposed Zoning Map	15
3.	Development Plan Concept.....	16
4.	Single Family Wall and Monuments	17
5.	Multi-Family Wall and Monuments	18
6.	Existing General Plan Designation Map	19
7.	Existing Zoning Map	20

TABLES

1.	RM-6 PUD and RM-9 PUD Development Standards	5
2.	RH- 15 PUD Development Standards	7
3.	Existing Land Use, General Plan Designation and Zoning.....	12

APPENDICES

- A. Legal Description
- B. Master Drainage Report (Separate Document)
- C. Master Water Report (Separate Document)
- D. Master Wastewater Report (Separate Document)

1.0 DESCRIPTION OF REQUEST

1.1 Introduction

On behalf of John C. & Helen G. Truman Trust, UAD 11/2/1978, RVI Planning + Landscape Architecture and Beus Gilbert PLLC is requesting a zone change from Residential Ranch (RR) to 18.9 acres of RM-6 PUD, 22.0 acres of RM-9 PUD, and 23.0 acres of RH-15 PUD for a 63.9-acre parcel of land located at the northwest corner of Cotton Lane and Sweetwater Avenue, called Rancho TruGold. The site is an irregular-shaped parcel located ½ mile west of the Loop 303 freeway, and is bounded by the Sweetwater Avenue to the south, Cotton Lane to the east, vacant land and a rural residential lot to the north, and 175th Avenue to the west. See **Figure 1, Vicinity Map** for the property boundary and general location and **Appendix A, Legal Description** for the legal boundaries of the property. Concurrent with this zone change, the applicant will also be submitting a site plan for the RH-15 PUD portion of the property which features a project by Hancock Communities.

1.2 Project Overview and Zoning Request

Rancho TruGold will be developed as a single-family and multi-family residential development within an active growth area of the City of Surprise. The residential zoning for the property is RM-6 PUD for the western 18.9 acres of the site, RM-9 PUD for the central 22.0 acres of the site, and RH-15 PUD for the eastern 23.0 acre portion of the site using the Conventional Character Pattern. See **Figure 2, Proposed Zoning Map** for the location of the zoning district boundary.

Rancho TruGold will include up to 383 residential units which translates to a maximum gross density of 6.0 dwelling units per acre for the project as a whole. This is consistent and at the midpoint of the 2-8 dwelling units per acre density range permitted within the Neighborhood General Plan Land Use designation. This is also within the requirements of the Luke Air Force Base Graduated Density Policy of 0-6 du/acre within this applicable zone. The RM-6 PUD district, shown as Parcel A in attached Figures 2 and 3, shall permit not more than 55 units or 2.9 du/ac. The RM-9 PUD district, shown as Parcel B in attached Figures 2 and 3, shall permit not more than 84 units or 3.8 du/ac. The RH-15 PUD district, shown as Parcel C in attached Figures 2 and 3, shall permit a maximum of 244 units or 10.6 du/ac (all based on gross acres). While actual unit mix and lot sizes may vary slightly within the single-family residential portion of the development, the concept plan includes 50' x 120' within the RM-9 PUD district and 60' x 120' within the RM-6 PUD district.

While multi-family in zoning, with multiple dwelling units on a single parcel, Hancock Communities functions more like a grouping of attached and detached single-family buildings and are akin to a compact single-family subdivision offering central amenities. Unlike the typical vertical apartment complexes that are two or more stories, horizontal communities like those developed by Hancock Communities are single story and are essentially small homes that are for rent. Buildings are grouped to create intimate courtyards, anchored by shade trees to support healthy neighborhood interaction.

1.3a RM-6 PUD and RM-9 PUD Zoning Designations and Development Standards

The residential zoning designation affiliated with the single-family portion of the property will use the Conventional Character Pattern in accordance with **Section 122-33** of the Surprise Unified Development Code as may be subsequently amended. The Planned

Unit Development (PUD) overlay designation shall be applied to the property to allow modification of certain RM-6 and RM-9 development standards within the Surprise Zoning Code.

Community Pool: The first modification is the removal of the requirement for a community pool per **Section 122-137(r)** of the Surprise Unified Development Code (SUDC) which states:

“Medium density residential projects containing 60 residential units or greater shall be provided a swimming pool amenity, unless there is a community pool included as part of the overall development.”

The justification for removal of this requirement is that proposed lot sizes will be large enough to accommodate pools within individual lots. The community pool standard is intended for small lot medium density residential product with lot sizes that cannot accommodate private pools within individual yards. This development will provide lot sizes large enough to accommodate pools within individual rear yards based on the proposed lot sizes and associated development standards defined within Table 1. See additional mitigation for this and other modified standards later in this section.

Recreational Field: The second modification is to the recreational fields standard within **Section 122-137(p)(1)** of the SUDC which states:

“There shall be a minimum of one turf recreational field provided by the developer for organized sporting activity in a low density or medium density residential project. In no case shall there be less than one turf recreational field per 700 units within a development. Any required recreational field shall have a minimum turf area of 3.5 acres.”

The modified standard for Section 122-137(p)(1) shall include removal of the last sentence that states: *“...Any required recreational field shall have a minimum turf area of 3.5 acres.”* Based on the size and scale of the single-family residential portion of the development at only 40.9 gross acres, a 3.5-acre turf field (which is roughly the size of three full-size professional football fields side by side by side) is out of scale and inappropriate for this development. While the overall project will exceed the open space requirement, the recreational field provided will be scaled appropriate for the development as shown on **Figure 3, Development Plan Concept**. The plan proposed three separate recreational turf fields that will also serve as retention during storm events. These fields range in size from approximately 20,000 square feet within the central amenity area to approximately 12,000 square feet in the secondary amenity areas and are sized to allow for a variety of recreational opportunities for residents. Additional mitigation regarding the overall open space plan is provided further below.

Driveway Width: The final modification is for driveway width standards within **Section 122-121(h)(3)c and d** of the SUDC which states:

“c. Driveways and other parking shall not comprise more than 30 percent of the front yard lot area of a detached single family home; nor 50 percent of the front yard lot area of a two or more family residential unit. Circular driveways and similar circulation shall be permitted within the front yard so long as no long term resident parking occupies such circular drive, and

the square footage for driveway, parking and other impervious surfaces combined does not exceed the allowable percentages shown herein.

d. Driveway entrances shall not comprise more than 30 percent of the front lot line of a single family, detached residential parcel, nor more than 50 percent of the front lot line of any multiple-family or non-residential parcel.”

Rancho TruGold includes 50’ wide and 60’ wide lots, which is the market demand in this area. In order to accommodate a two car garage and a 20’ wide driveway, this standard will be modified to state: “c. *Driveways and other parking shall not comprise more than 45 percent of the front yard lot area of a detached single family home.*” and “d. *Driveway entrances shall not comprise more than 45 percent of the front lot line of a single family, detached residential parcel.*” This revised standard will allow all homes within the subdivision to accommodate a two car garage and an appropriate width driveway.

Mitigation: As appropriate mitigation for the above modified development standards, the project will include reduced density limits, increased lot sizes, and increased common-area open space for the benefit of the residents and surrounding community. Detailed regarding the proposed mitigation to these modified development standards are discussed further below. Unless specifically modified herein, the development of the property shall comply with **Chapter 122** of the Surprise Municipal Code. In the event of a conflict between a development standard, provision or regulation between the rezoning application and the Surprise Municipal Code, the standard within this rezoning application shall prevail.

The western 18.9 acres of the property will be zoned RM-6 PUD, while the central 22.0 acres of the property will be zoned RM-9 PUD. As stated above, the purpose of the RM PUD overlay is to modify certain single-family residential development standard. As mitigation and additional justification for these modified development standards, the maximum allowable density for the RM PUD portion of the project will be reduced from 6.0 to 2.9 dwelling unit per acre for RM-6 PUD and from 9.0 to 3.8 dwelling units per acre for RM-9 PUD. Additionally, within the RM-6 PUD district, the minimum lot areas will be increased from 6,000 square feet to 7,000 square feet and the minimum lot width will be increased from 50’ wide to 60’ wide. For the RM-9 PUD district, the project will increase the minimum lot size from 4,500 square feet to 5,900 square feet and increase the minimum lot width from 40’ wide to 50’ wide. These increased development standards will ensure a lot size that is larger than the base district requirements for RM-6 and RM-9, and can accommodate backyard pools to mitigation the removal of the community pool requirement. The increased lot width will also help to mitigate the wider driveway percentage while still providing for livable areas of each home to face the street. These increased bulk development standards are defined within **Table 1, RM-6 PUD and RM-9 PUD Development Standards** below. Note that items in “red” on Table 1 are standards that have been modified as defined above.

As additional mitigation for the use of the PUD overlay, the development will provide for an increase in the required open space from 20% net residential area to 24% net residential area, which represents a 20% increase in required open space. This includes a large, central community open space area, a 40’ wide landscape setback along 175th Avenue, and a wide open space buffer adjacent to the RH-15 PUD multi-family

development to the east. Additional open space is provided within open space tracts throughout the development to accommodate multiple locations for active and passive recreation, landscaping and areas needed for retention within the development.

Table 1: RM-6 PUD and RM-9 PUD Development Standards

Development Standard	RM-6 City Base Standard	Proposed RM-6 PUD Standard	RM-9 City Base Standard	Proposed RM-9 PUD Standard
Maximum Density	6.0	2.9 (decrease in density)	9.0	3.8 (decrease in density)
Minimum Lot Area (sf)	6,000	7,000 (increase in lot area)	4,500	5,900 (increase in lot area)
Minimum Lot Width (ft)	50	60 (increase lot width)	40	50 (increase lot width)
Minimum Lot Depth (ft)	100	100	100	100
Minimum Front Yard Setback (ft) (livable area/front-facing garage)	12/20	12/20	12/20	12/20
Minimum Side Yard Setback (ft)	TBD	5	TBD	5
Minimum Rear Yard Setback (ft)	20	20	20	20
Maximum Building Height (ft)	35	35	35	35
Driveway Width Percentage	30%	45%	30%	45%
Driveway Area Percentage	30%	45%	30%	45%

1.3b RH-15 PUD Zoning Designations and Development Standards

The residential zoning designation affiliated with the multi-family portion of the property for Hancock Communities will use the Conventional Character Pattern in accordance with **Section 122-33** of the Surprise Unified Development Code as may be subsequently amended. The Planned Unit Development (PUD) overlay designation shall be applied to the property to allow modification of certain RH-15 PUD development standards within the Surprise Unified Development Code.

The traditional requirements of the City of Surprise development standards for multi-family are not applicable to the unique residential product used in Hancock Communities. Traditional multi-family zoning expects large buildings consisting of multiple units, thereby creating a large building mass. Hancock Communities at TruGold consists of one-story residential homes that are either fully detached (2 bedroom units) or duplex style (1 bedroom units).

As such this PUD Overlay proposes the following modifications the RH-15 Zoning District to support this unique proposed multi-family.

Reduction in Maximum Density
Reduction in Maximum Building Height
Reduction in Rear Yard Setback

Reduction in Landscape Buffer Yard
Reduction in Building Separation
Reduction in Bicycle Parking

Reduction in Maximum Density: The first modification is the reductions of the RH-15 development standard which allows a maximum density of 15 du/ac per **Section 122-33** of the Surprise Unified Development Code (SUDC)

In support of the other modifications and to ensure increased compatibility with the surrounding single-family, both within and outside of the Rancho TruGold project, as well as compatibility with the Luke Air Force Base GDC, Hancock Communities at TruGold is proposing a reduction of the permitted maximum density. The maximum of 10.61 du/ac helps justify the proposed reduced development standards.

Reduction in Maximum Building Height: The second modification is the reduction of the RH-15 development standards which allows a maximum height of 35'/3 stories density per **Section 122-33** of the Surprise Unified Development Code (SUDC) The limitation of maximum 1 story buildings helps justify the proposed reduced development standards for setbacks, buffers and building separation.

Reduction in Rear Yard Setback: The third modification is to the rear yard setback standard within **Section 122-33** of the SUDC which requires a 30' rear setback.

With this request, we are seeking a 24' minimum rear building setback. The base RH-15 Zoning District anticipates taller multi-family buildings with a mass larger than that of a typical single family home and as such requests a 30' minimum building setback. In contrast to those expectations, buildings within Hancock Communities at TruGold are all single-story and smaller than a typical single-family home. The density of the project, at 10.61 du/ac is also more in-line with medium density housing. If not for the fact that Hancock Communities at TruGold requires RH zoning because it is multiple residential buildings on a single parcel; we could utilize the RM-12 district that allows a 15' rear setback; less than that which we are proposing.

Reduction in Landscape Buffer Yards: The fourth modification is to the landscape buffer yards standard within **Section 122-136(b)(18)e** of the SUDC which requires a 24' landscape buffer between an RH zoning district and a RM or RL zoning district.

Hancock Communities at TruGold includes minimum 24 foot deep private rear yards along the common property lines. In lieu of providing a separate perimeter landscape buffer, which would normally be found in a multi-family apartment complex, we propose elimination of the separate perimeter landscape buffer requirement. The 24' deep rear yards, include landscaping, and function similar to that of a medium density single-family residential lot, which would not require the aforementioned perimeter landscaping and only require a 15' building setback. Additionally, the RM district to the west is providing for a landscape buffer that exceeds 24' between the two districts.

Reduction in Building Separation: The fifth modification is to the building separation requirements of **122-136(b)(18)g** wherein non-abutting one-story buildings within the same development must be located a minimum of 25' apart.

Traditional multi-family zoning expects large buildings consisting of multiple units, thereby creating a large building mass. Hancock Communities at TruGold consists of one-story residential homes that are either fully detached (2 bedroom units with 1,022 square feet under roof) or duplex style (1 bedroom units with a total of 1,336 square feet under roof for the two unit building.) Wherein building separation is typically

expected to maintain a 25' separation between buildings, we are requesting a 10' minimum separation. Given the small building mass, this reduced separation allows for a more pedestrian scale and provides an intimate experience in the walkways between the buildings.

Reduction in Bike Parking: The final modification is to Section 122-133(e) which requires a multi-family project to have .5 bike parking spaces per dwelling unit.

Because Hancock Communities at TruGold includes rear yards, it functions more like a single family community, which would not require dedicated bike parking. Because each unit will have room in this yard for secure bike parking, extra bike racks outside of the yards, within the common areas, is not necessary. Bike parking racks will still be provided in accordance with the SUDC next to the office and central amenities area.

Table 2: RH-15 PUD Development Standards

Standard	Existing RH-15 Conventional Character Pattern Requirement	Proposed PUD Modifications
Maximum Dwelling Units per Gross Acre	15 du/ac	10.61 du/ac (244 units max)
Maximum Height	35 feet (3 stories)	16 ft./1 story for primary buildings 20 ft./1 story for accessory buildings (office, fitness center, etc.) ⁽¹⁾
Minimum Building Setbacks: - Front (Sweetwater) - Side - Rear	30 feet 10 feet 30 feet	30 feet* ⁽²⁾ 10 feet* 24 feet
Minimum Landscape Buffers: - Adjacent to RM and RL	24 feet	Zero feet ⁽³⁾
- Adjacent to Commercial and other Districts	10 feet	Zero feet ⁽³⁾
Minimum Building Separation (one story buildings)	25 feet	10 feet
Bike Parking - Residential - Leasing Office	0.5 per dwelling 1 per 20 vehicle spaces	Zero per dwelling 1 per 20 vehicle spaces*

*Standard RH-15 Requirement. No Modification requested, listed for ease of reference.

(1) If an entry portico is provided, it shall be allowed at a height up to 30 feet for adequate emergency vehicles ingress and egress as well as appropriate architectural rooflines to match the primary buildings.

(2) For the purpose of SUDC section 122-136(b)(15)(d)(1), which discusses wall placement, the front yard shall be measured 25' from the Sweetwater Road property line and not the full 30' building setback.

(3) Minimum 24 foot deep private yards shall be provided with at least one tree per yard to act as buffering.

1.4 Residential Development Plan Concept

The development plan concept represented in **Figure 3** is non-regulatory and subject to change without triggering an amendment to the zoning, but has been provided to graphically illustrate how the property may be developed, including roadway access and connectivity, relationship between surrounding properties, general lot configuration, and general location and size of open spaces. The development plan concept identifies three development parcels, including 60' x 120' single-family residential for the western portion of the development, 50' x 120' single family residential for the central portion of the development, and Hancock Communities' single-story multi-family rental community for the eastern portion of the development.

Within the single-family development, a large, common open space amenity is provided within the central portion of the development, and is strategically located to provide high visibility and access for all residents. The primary entry into the development terminates at this park, creating an attractive visual experience for residents and visitors as they enter the community. Two additional active and passive recreational open space areas are provided within each of the development parcels, providing further opportunities for residents to recreate within close proximity of their homes. Additional detail will be provided at the time of a Preliminary Plat.

Within Hancock Communities at TruGold, there is a communal area for recreation central to the development consisting of a community swimming pool and spa, a covered ramada, and turf for recreation. This area accounts for almost an acre of land and is centrally located, a short walk from any residence. Smaller amenity areas are provided throughout the community, connected by a series of pathways, offering another acre of active recreation space. Additional detail is provided with the Site Plan request.

Access to the community for the single-family residential development will be provided from Sweetwater Avenue and 175th Avenue through an access agreement with the Heritage Farm property to the north, with a future roadway connection planned to the north when that property is developed. Internal circulation includes a series of looped streets, providing various choices for residents while minimizing potential for cut-through traffic from surrounding developments. Perimeter setbacks include a wide, 40' landscape setback on 175th Avenue, and a 15' landscape setback along Sweetwater. Access for the Hancock Communities multi-family development will be provided on Sweetwater Avenue and a secondary access on Cotton Lane. An emergency access will be provided, connecting east into the single-family residential development. A 60' landscape setback will be provided along Cotton Lane, and a 25' setback will be provided along Sweetwater.

1.5 Circulation Plan

The site is bounded by 175th Avenue to the west, Sweetwater Avenue to the south, and Cotton Lane to the east. 175th Avenue and Sweetwater Avenue are both classified as Residential Collector streets with a 40' half street right-of-way. Cotton Lane is designated as a major arterial street with a 68' half street.

Primary access to the property will be from Sweetwater Avenue for all development parcels, with a connected, looped local street system connecting the single-family residential property. Sweetwater Avenue will ultimately be constructed from 175th

Avenue to Cotton Lane, providing access from both Cotton Lane and 175th Avenue to the property. An additional access point to the single-family development is planned at 175th immediately north of the property through the Heritage Farm project. The applicant is coordinating with that property owner to the north and the connection will be constructed by either Heritage Farm or Rancho TruGold, whichever development is constructed first. A future local roadway connection is also planned to connect to the property at the north end, providing for additional connectivity when the northern property is developed. The right-of-way for this connection will be dedicated with the plat for this development, but improvements will be provided by the adjacent property owner when the north property is developed. For the Hancock Todd Communities multi-family development parcel, a secondary access location is provided along Cotton Lane, with a 3rd emergency only access location provided into the single-family residential development to the west.

Bicycle lanes will be provided on Sweetwater Avenue and 175th Avenue in accordance with the City's standard detail for Residential Collector Streets to facilitate bicycle movements within and adjacent to the property. Pedestrian circulation will include setback sidewalks along public streets, and a connection to the central open space amenity.

1.6 Open Space, Trails and Amenities Plan

The community will provide perimeter and internal open spaces, a central community amenity area within both the single-family and multi-family developments, and setback sidewalks that will encourage walking and pedestrian connectivity within the development and adjacent surrounding community. A 40' wide perimeter setback will be provided along 175th Avenue and will include landscaping, retention and community signage. A 15' landscape setback is provided along Sweetwater Avenue, with wider open spaces at the corners of the single-family development and within the central entry to the development, creating an attractive entry experience as residents and visitors enter the community. This will also be a location for residential monument signs. A 60' wide landscape setback will be provided on Cotton Lane, providing an attractive buffer between the development and the street.

Within the single-family RM-PUD parcels, a central neighborhood park will include active and passive recreational amenities such as a tot lot, sports court, shaded seating, picnic areas, informal play field, trails, retention areas and landscaping to serve the residents within the development. This has been located at the termination of the primary entry into the community, and is centrally located to provide excellent access and visibility for all residents. Two additional open spaces are provided within the western and central portions of the development, providing secondary active and passive recreational amenities for residents. Within the RM-PUD portion of the development, the property will provide a minimum of 24% net residential acreage open space, a 20% increase in open space requirements per **Section 122-137(d)(2)**, Conventional Character Pattern of the City's Zoning Code.

Within the multi-family RH-15 PUD parcel, there is communal area for recreation consisting of a community swimming pool and spa, a covered ramada, turf for recreation and a network of walking paths. When combined with the rear yards, the RH-15 PUD portion of the development, will provide recreational open space in excess of the 35% minimum per **Section 122-33**, Conventional Character Pattern of the City's Zoning Code.

1.7 Landscape Theme and Community Character

The overall landscape theme will use elegant and traditional trees and shrubs that are found on the low-water use plant list. Primary trees may include Oak and Ash, with secondary trees including Evergreen Elm, Vitex, Bauhinia, and/or pollen free Swan-Hill Olive trees, among others. Plants may include Lantana, Indian Hawthorn, Boxwood, Lady Bank's Rose, Myrtle, Rosemary, Guara, and Verbena. A complete list of plant materials will be provided at the time of site plan and preliminary plat, and shall conform to Chapter 122 of the Surprise Unified Development Code as may be subsequently amended.

The property's character and hardscape elements will include natural earth tones and elegant simplicity that are characteristic of the site's agrarian history. Theme walls and signage may use simple forms of stucco, single scored block, wood, cast stone and/or ornamental iron. To provide a pleasing contrast with the many shades of color present in the plant materials, the hardscape color scheme will be designed to complement the landscape palette, and will be accented with bright bursts of color at focal points and in site furniture. See **Figure 4, Wall Details** for the design concept for the primary theme wall and view fence proposed within the development. **Figure 5, Community Monuments**, show a preliminary concept for community entry monuments located within the primary entries to the single-family and multi-family developments along Sweetwater Avenue.

1.8 Drainage Master Plan

The site is generally sloping in a southeasterly direction. 175th Avenue is an improved half street adjacent to the site. There is street median with full section fronting the school site and there is full section at the intersection of 175th Avenue and Waddell Road. The road slopes generally in a southerly direction and there is a large catch basin south of the intersection of 175th Avenue and Waddell Road that captures the street runoff into the street storm drain system. Cotton Lane is partially improved with no curb and gutter and slopes in a southerly direction.

The site is located mostly in Zone X according to FIRM Panel 04013C1660L, revised October 2013. Portion of the site along Cotton Lane is located in Zone A. The design team is in the process of preparing a Conditional Letter of Map Revision to be submitted to the Maricopa County Flood Control District (MCFCD) and to the City of Surprise and after approval, it will be submitted to FEMA. The CLOMR application is based on the fact that the drainage conditions in the area have changed with the development upstream and there is currently less flow impacting the site. The site will have drainage channel traversing the eastern boundary, along Cotton Lane, to account for the offsite flow reaching the site.

The intent of the grading design is to convey the runoff generated onsite during a 100-year 2-hour storm event or smaller into retention basins for the single family housing portions to the west of the site and convey the runoff to underground storage for the multifamily portion on the east side of the site. The roadways will convey the street runoff to the different basins, proposed in different locations of the site. When the street capacity is exceeded catch basins with storm drain system will be installed to allow the runoff to stay within the street right way of way section.

The finish floor elevations for the site will be set higher than the adjacent 100-year water elevations and the cascading outfall elevations for the site in case of storm events beyond the 100-year storm events.

1.9 Water & Sewer Master Plans

Water

The water in the area of the site is in two zones, zone 2 and zone 3 per EPCOR description. The zone 2 is in the Northeastern corner of the project, and the zone 3 is in the western part of the project. Zone 2 connects to an existing 12" water line, approximately 700 feet south of Waddell Road on Cotton Lane. The proposed waterline continues, southerly down Cotton Lane to Sweetwater Avenue and continuing east for approximately 1200 feet to an existing 10" connection. An 8" internal loop will serve the RH-15 PUD portion of the site with two connection points in Cotton Lane.

Zone 3 will connect to an existing 12" water Line at Sweetwater Avenue and 175th Avenue. The proposed waterline continues easterly along Sweetwater Avenue approximately 950 feet. Then an 8" loop will head north and west through the subdivision until it connects to the existing 12" water line approximately 500 feet north of Sweetwater Avenue on 175th Avenue. An 8" loop will continue to serve the balance of the project.

Sewer

The project sewer system will connect to the existing 12" sewer stub, at the corner of Cactus Road and Cotton Lane. The proposed 12" sewer will head north along Cotton Lane, entering the TruGold subdivision at approximately 2,650 feet north of the Cotton and Cactus Intersection. The sewer in Sweetwater Ave is a 10" main that can provide service to the proposed single-family subdivision and multi-family parcel with this rezoning, and future developments to the north.

1.10 Future Owner's Responsibility

The Rancho TruGold community will include two separate entities responsible for future maintenance. A home owners association (HOA) will be formed for the single-family development and the owner for the multi-family development will retain a property management company. These independent groups will maintain all common community amenities, including signage, parks, trails, open space tracts, and other common areas within each respective development. The HOA will include a formal governance structure to be established by the HOA bylaws and community Covenants, Conditions and Restrictions (CC&R's). In the early phases of the single-family project, the HOA will be managed by the owner, master developer or homebuilder until such time as there are enough homeowners take over the management responsibilities. The purchasers of property within the single-family community will automatically become members of the HOA and will be required to pay annual dues for the ongoing operation and maintenance of community facilities owned by the HOA.

2.0. EXISTING CONDITIONS ANALYSIS

2.1 Property Location and Description

The proposed site is located on the northwest corner of Cotton Lane and Sweetwater Avenue alignment within the City of Surprise. More specifically, the property is an irregular-shaped parcel generally bounded by 175th Avenue to the west, vacant land and a large lot residential parcel to the north, Cotton Lane to the east, and Sweetwater Avenue alignment to the south. The subject site is defined in **Appendix 1, Legal Description**.

The following Assessor Parcel Numbers are included with this zoning application:

502-04-006D, John and Helen Truman Trust
 502-04-005D, John and Helen Truman Trust
 502-04-006A, John and Helen Truman Trust
 502-04-004B, John and Helen Truman Trust
 502-04-022A (north half), John and Helen Truman Trust.
 502-04-022D, James and Carol Truman

2.2 Existing Land Use, General Plan Designation and Zoning

The subject property is currently vacant land that was once used for agricultural purposes. Properties surrounding the site include vacant land and a single family residence to the north, developing commercial land to the east, vacant land to the south, and existing and future single family residential property to the west. See **Table 3** below and **Figure 1, Vicinity Map** for the existing land uses on the site and surrounding area.

The site is currently designated as *Neighborhood Character Area* with the City of Surprise 2035 General Plan. The site is also within the *Residential (Citrus and Cactus) Growth Area* as defined within the Anticipated Growth map in the General Plan. The Neighborhood land use designation allows for densities up to 8+ dwelling units per acre and supports a wide variety of residential development opportunities. The proposed zoning is in conformance with the Neighborhood General Plan designation, and will utilize the *Suburban Development Type* (2-8 du/ac) throughout the community. See **Table 3** below and **Figure 6, Existing General Plan Land Use Map** for the General Plan land use designation on the site and surrounding area.

Currently, the property is zoned Residential Ranch in the City of Surprise, permitting 1 dwelling units per acre, however much of the land surrounding this property has been rezoned to suburban and commercial land uses. See **Table 3** below and **Figure 7, Existing Zoning Map** for the existing zoning on the site and surrounding area.

Table 3: Existing Land Use, General Plan Designation and Zoning

	LAND USE	GENERAL PLAN	ZONING DESIGNATION
SITE	Vacant	Neighborhood	RR
NORTH	Vacant, Residential & Future Commercial	Neighborhood	RR, PAD & RM-6 PUD
EAST	Vacant, Future Commercial	Commerce/Office & Transit Oriented Development District	PAD and RM-9 PAD
SOUTH	Vacant	Neighborhood	RR, RM-9 PUD
WEST	Vacant & Residential	Neighborhood	PAD

2.3 Regional Facilities and Services

The site has been annexed into the City of Surprise, and as such is within the City of Surprise Municipal Planning Boundary. **Figure 1**, *Vicinity Map* shows the jurisdictional limits of the City of Surprise city limits in relation to lands within unincorporated Maricopa County.

The proposed property is approximately ½ mile west of the Loop 303 Freeway, with direct access to both the Cactus Road and Waddell Road interchanges, providing excellent access to the site along the regional freeway system. The site is bounded by Cotton Lane, 175th Avenue, and the future Sweetwater Avenue alignment.

The subject property is within the Dysart Unified School District (DUSD). The property is within the boundary of the Sonoran Heights Elementary School, located at 11405 N. Greer Ranch Parkway, and the Shadow Ridge High School, located at 10909 N. Perryville Road. Paradise School, a K-12 charter school, is also located just south to the property at 12775 N. 175th Avenue.

Since the property has been annexed into the City of Surprise, fire & emergency services, law enforcement services will all be provided by the City. The nearest fire station, Surprise Fire-Medical Station #307, is located 2 miles east of the site near Sarival Avenue and Cactus Road. The nearest Police Station is located in Surprise City Hall, approximately 6 miles northeast of the site.

Refuse collection for the single-family will be provided by the City of Surprise; however collection for the multi-family will be provided by a private commercial hauler.

WADDELL RD.

175TH AVE. 865'

810'

612'

692'

52'

148'

633'

138'

1084'

924'

924'

1084'

596'

964'

812'

PARCEL A
RM-6 PUD
(18.9 AC)

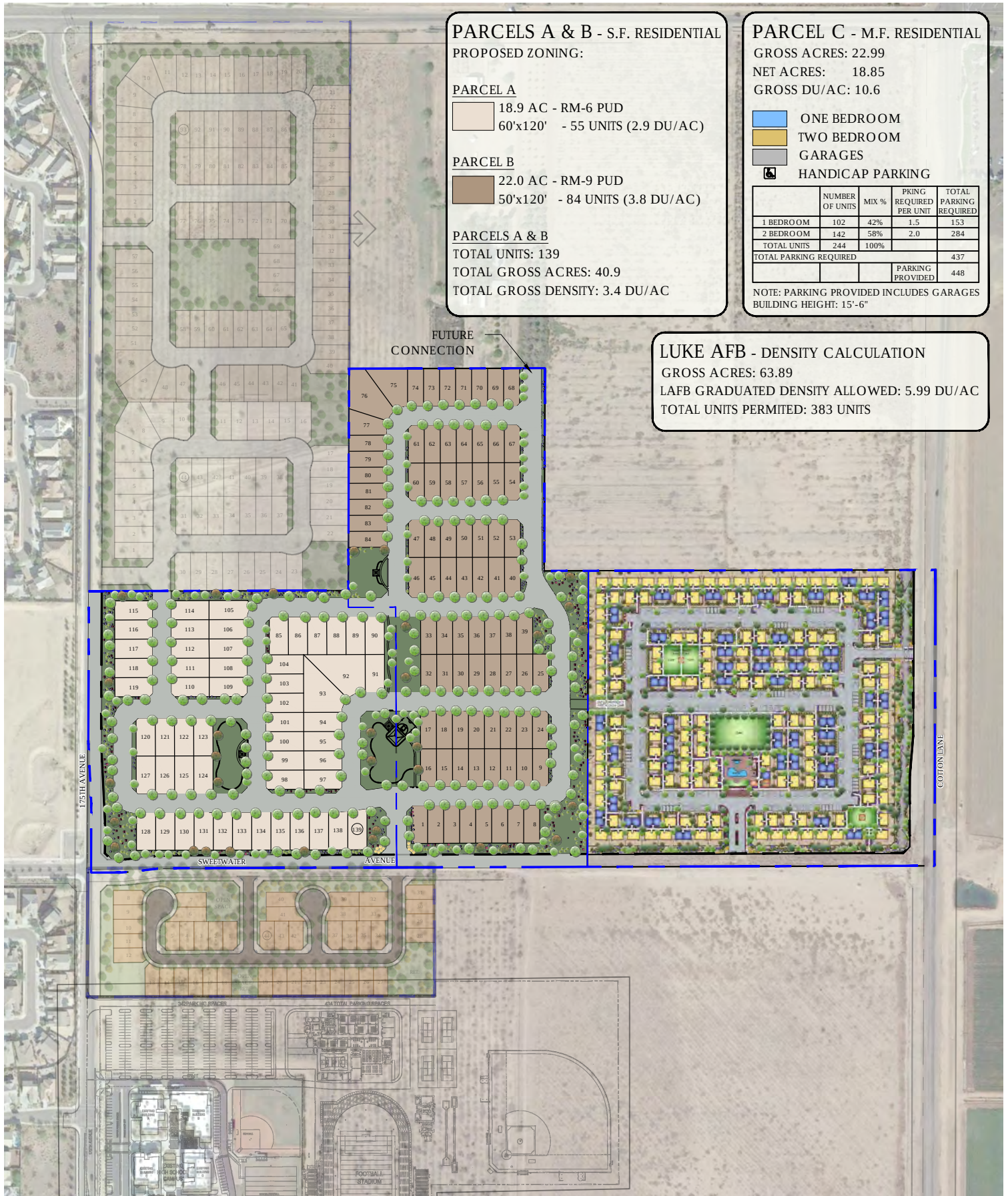
PARCEL B
RM-9 PUD
(22.0 AC)

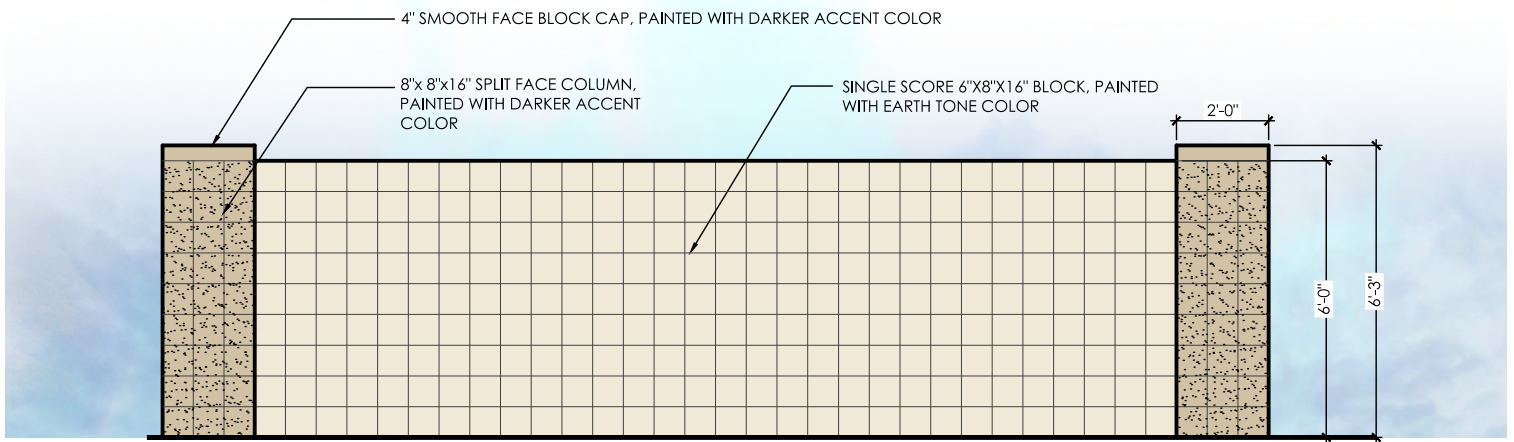
PARCEL C
RH-15 PUD
(23.0 AC)

SWEETWATER ALIGNMENT

COTTON LANE

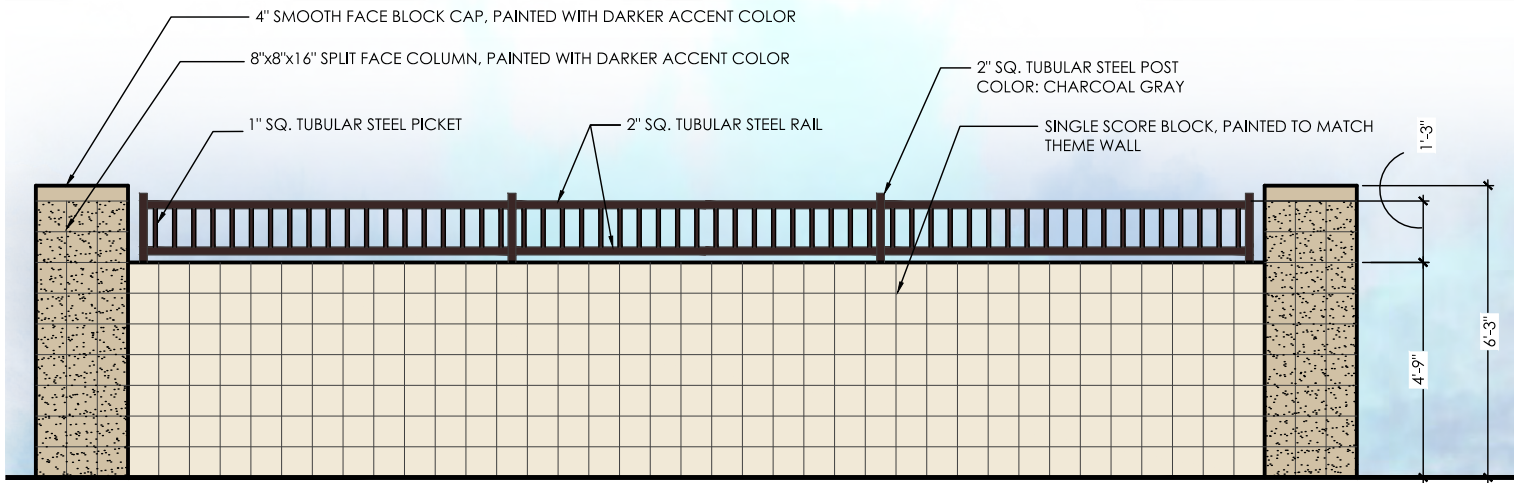






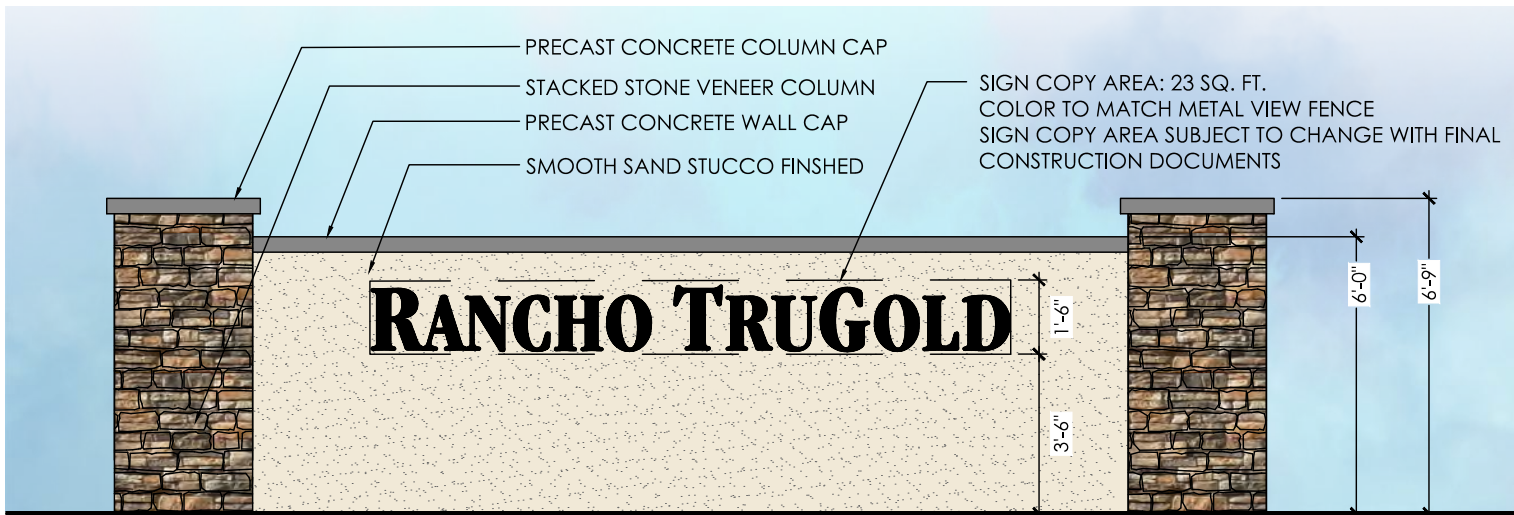
4a THEME WALL/COLUMN

SCALE: 1/2" = 1'-0"



4b PARTIAL VIEW FENCE

SCALE: 1/2" = 1'-0"

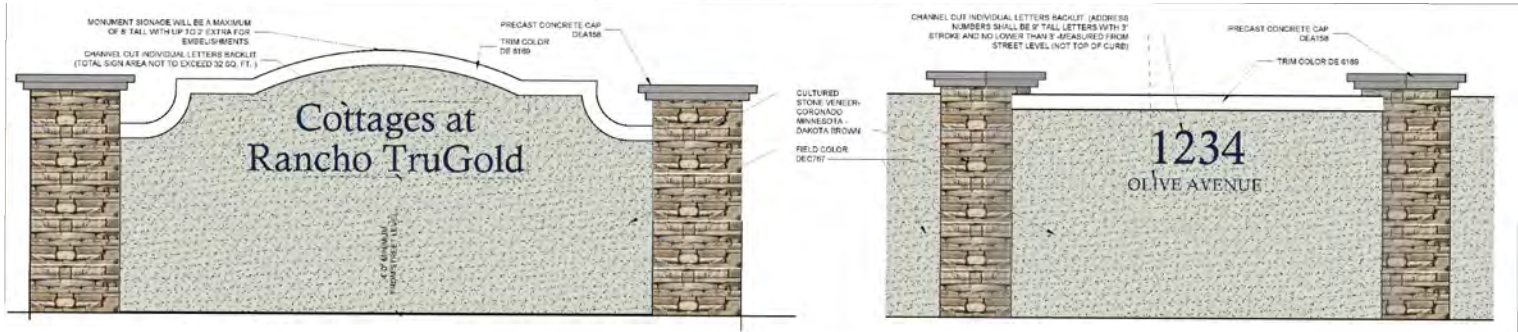


4c ENTRY MONUMENT

SCALE: 1-1/2" = 1'-0"

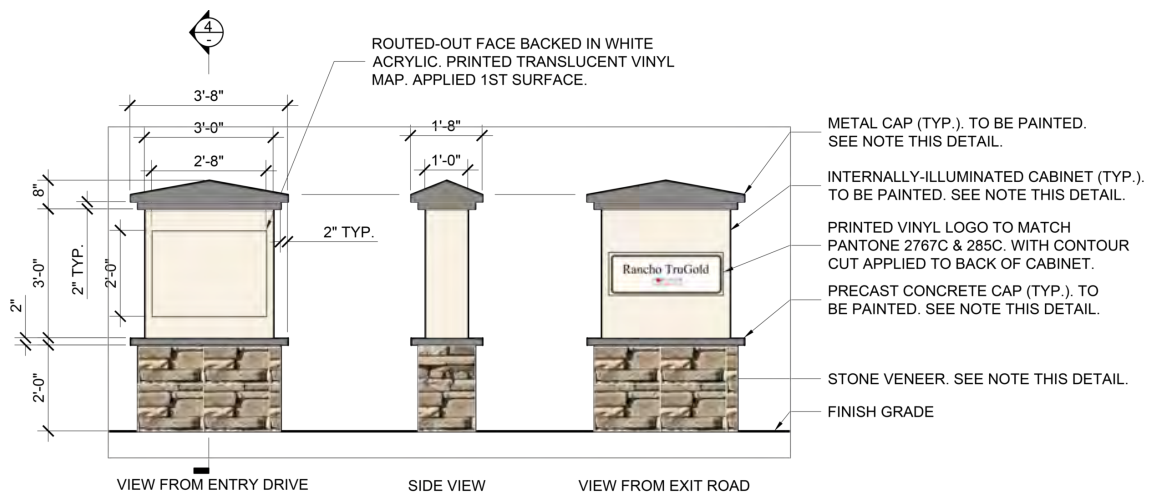
ENTRY MONUMENTS SHALL COMPLY WITH ALL REQUIREMENTS FOR A CLASS V MONUMENT

- COPY AREA FOR MONUMENT SIGNAGE WILL BE A MAXIMUM OF 32 SQ. FT.
- MONUMENT SIGNAGE WILL BE A MAXIMUM OF 8' TALL WITH UP TO 2' EXTRA FOR EMBELLISHMENTS.
- BOTTOM OF SIGN COPY TO BE NO LOWER THAN 4'- MEASURED FROM STREET LEVEL (NOT TOP OF CURB)
- ADDRESS SHALL BE 9" TALL LETTERS WITH 3" STROKE AND NO LOWER THAN 3'-MEASURED FROM STREET LEVEL (NOT TOP OF CURB)



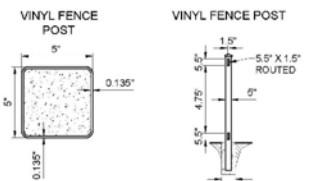
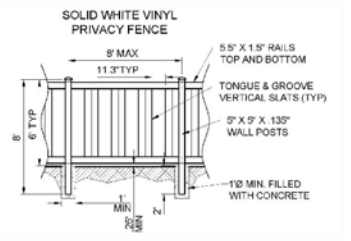
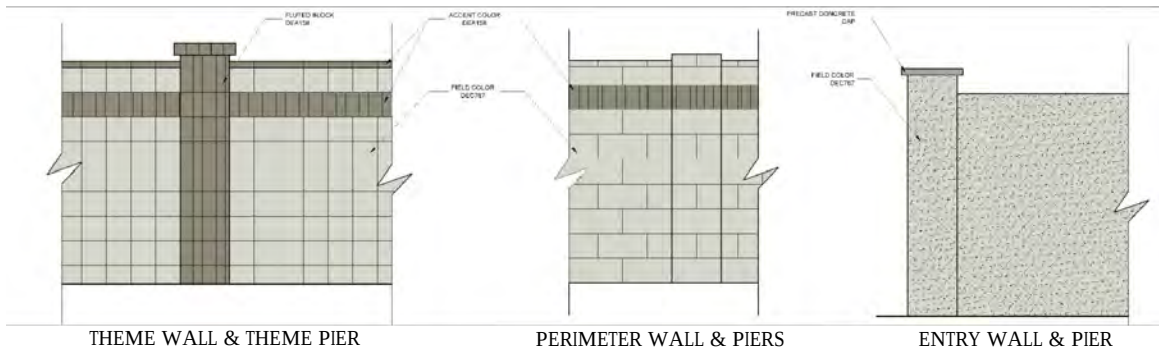
5a ENTRY MONUMENT

SCALE: N.T.S.



5b SITE MAP MONUMENT

SCALE: N.T.S.



SOLID WHITE VINYL PRIVACY FENCE

TRIM COLOR- DUNN EDWARDS MILK MUSTACHE DE6169
FIELD COLOR- DUNN EDWARDS RIVER BED DEC767
CAP COLOR- ON COLUMNS DUNN EDWARDS NORTHERN TERRITORY DEA158
STONE VANEER- CORONADO MINNESOTA FIELD STONE- DAKOTA BROWN

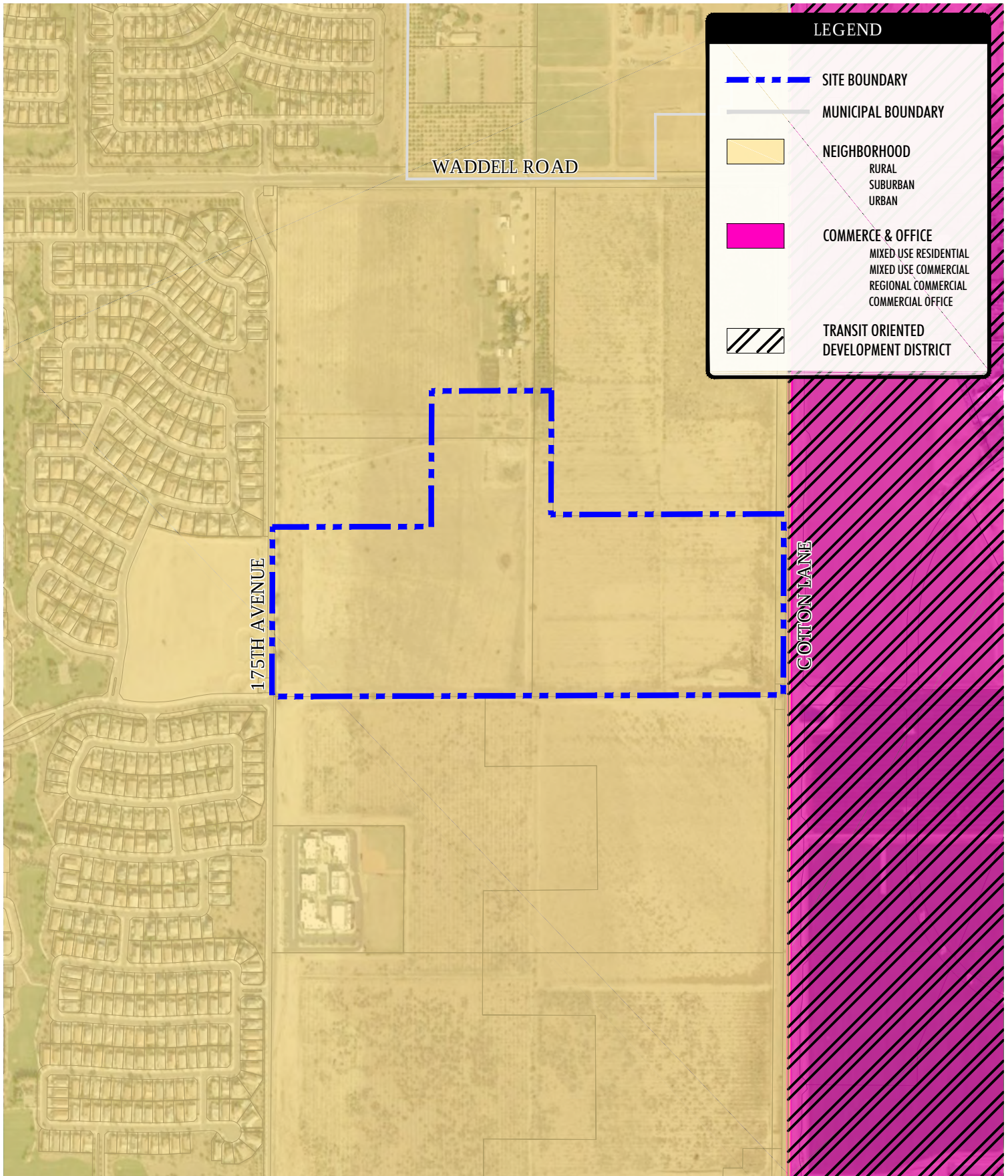
5c WALL DETAILS

SCALE: N.T.S.

RANCHO
TRUGOLD
SURPRISE, AZ

FIGURES 5 - MULTI-FAMILY WALL DETAILS
01/28/19





SCALE: NTS

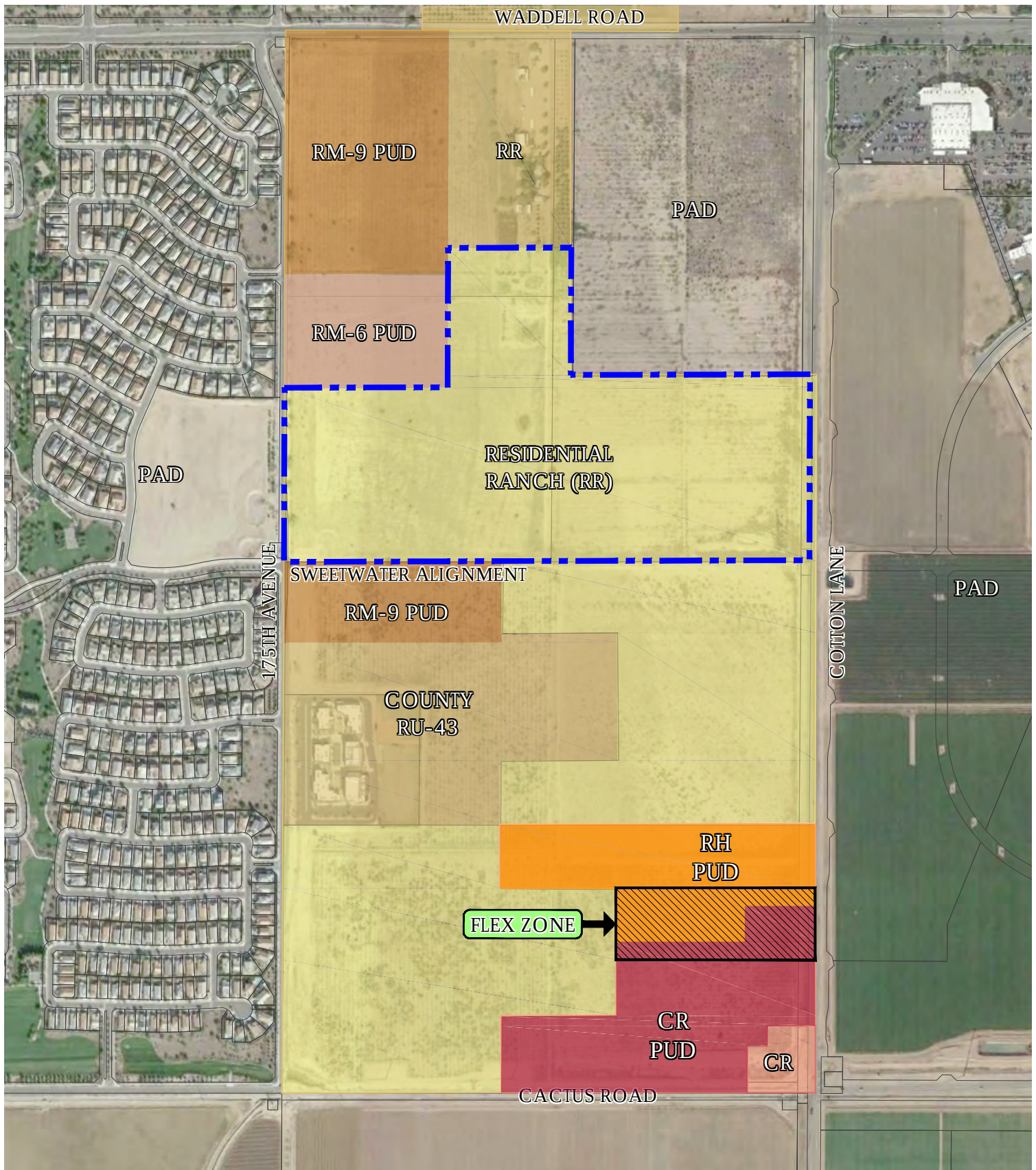


**RANCHO
TRUGOLD
SURPRISE, AZ**

FIGURE 6-EXISTING GENERAL PLAN DESIGNATION MAP

10/23/18





SCALE: NTS

**RANCHO
TRUGOLD**
SURPRISE, AZ

FIGURE 7-EXISTING ZONING MAP
10/23/18



Appendix A



Legal Description RANCHO TRUGOLD GROSS BOUNDARY LEGAL DESCRIPTION

Job No. 18-363

January 15, 2019

A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

BEGINNING AT A BRASS CAP FLUSH AT THE EAST QUARTER-CORNER OF SAID SECTION 14, FROM WHICH A BRASS CAP FLUSH AT THE CENTER QUARTER-CORNER OF SAID SECTION 14 BEARS SOUTH 89 DEGREES 48 MINUTES 53 SECONDS WEST, 2643.93 FEET;

THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, SOUTH 89 DEGREES 48 MINUTES 53 SECONDS WEST, 2643.93 FEET TO THE CENTER QUARTER-CORNER OF SAID SECTION 14;

THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 14, NORTH 0 DEGREES 12 MINUTES 48 SECONDS EAST, 865.41 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, 810.02 FEET;

THENCE NORTH 0 DEGREES 12 MINUTES 48 SECONDS EAST, 692.41 FEET;

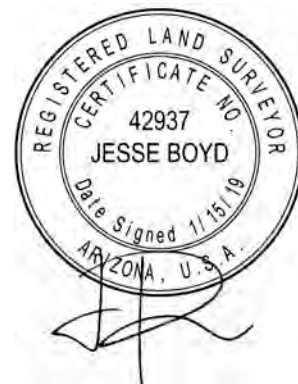
THENCE NORTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, 611.78 FEET;

THENCE SOUTH 0 DEGREES 12 MINUTES 26 SECONDS WEST, 633.00 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, 1221.86 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 14;

THENCE ALONG SAID EAST LINE, SOUTH 0 DEGREES 12 MINUTES 04 SECONDS WEST, 923.54 FEET TO THE POINT OF BEGINNING.

CONTAINS 63.8768 ACRES, MORE OR LESS.



**Rancho TruGold featuring Hancock Communities
Rezoning, Site Plan, and Final Plat
FS18-386 and FS18-387**

Citizen Outreach Report

REVIEW MEETING DETAILS

DATE: Tuesday, December 11, 2018
TIME: 6:00 PM to 7:00 PM
LOCATION: Paradise Honor High School
12775 N. 175th Avenue, Surprise

Notice was sent by the City of Surprise to all residents and HOA's within 300 feet of the property. It was also published in the paper and 2 signs reflecting the meeting schedule were put on the property. (See attached notice and affidavit of posting)

Applicant Representatives:

James Truman – Property Owner
Greg Hancock – Hancock Communities
Bruce Larson – Bowman Consulting
Annie Voss – RVi Planning + Landscape Architecture
Paul Gilbert – BeusGilbert PLLC
Andy Jochums – BeusGilbert PLLC

City of Surprise Representative

Current Planning Supervisor Robert Kuhfuss

Neighbor Participants

See attached Sign-in Sheet

The following is a list of questions/concerns posed at the meeting and the answers provided.

1. Will there be green belts?

The various open spaces as part of the Hancock multi-family site plan were detailed and the conceptual locations for open space as part of the future preliminary plat for the single family was discussed.

2. Understand the single family residential but concerned with “C” grade rentals. They start off nice and then go downhill.

Cost of the rental community project and the rental rates were discussed. It was explained that given the uniqueness of the project and the lower density, the rental rates will remain high, and should actually be higher per square foot than any single family rentals in Sarah Ann Ranch.

3. What is traffic?

An overall summary of the proposed traffic generation for the project was presented by the engineer as well as an explanation of the roadway improvements that would be added to the area as a result of the project.

4. Complaint on number of schools.

5. What is the timeframe of building the adjacent streets?

It was shared that the development would be responsible for the ½ street in front of the project and that that street would need to be completed before opening. Sweetwater for example, will be one lane in each direction and then when the developer to the south builds, a median and bike lanes will be added.

6. Why is the multi-family entrance off Sweetwater and not Cotton?

With the drainage channel along Cotton and other limitations, such as median access points, it was determined that the best location for the access would be Sweetwater. Most of the multi-family traffic will head east to Cotton Lane and utilize the future traffic signal for turning movements.

7. When will that signal be put in?

We will pay 25% to City. The actual timing for installation is up to the City based on warrants.

8. Statement that a Traffic light would be better at 175th and Cactus.

9. What happened to the Magnolia project?

The Magnolia project was a collaboration of several large property owners to design and zone a cohesive development. It fell through at the last minute. We didn't handle it, so we can't give any more detail than that. Suffice to say, the development of the Magnolia property has proceeded, just individually in its various smaller parts, such as Rancho TruGold.

10. What is proposal for start for Hancock?

Start July 2019 with 15 months for construction

11. When will Sweetwater on west be built?

Hancock will be the east half as part of our project. The western phase will be up to the single family homebuilder.

12. A playground should be added. I don't want kids to use the Sarah Ann Ranch basketball court and parks.

An overview of the pool amenities and grass recreation area of the Hancock Communities was provided. It was also explained that because of the cottage sizes and design, we expect very few children.

13. Walls, what will they look like?

Wall designs were shown.

14. Can I buy?

No, all cottage units are for rent only.

15. Statement that it will "eventually goes downhill".

16. What support is provided police and fire?

It was explained that upon building permits, the developer will pay Impact fees for immediate monies for emergency services. Unlike ownership, a rental project like Hancock Communities actually pays more to the City as there is a property tax paid by the owner and sales tax paid by the renters monthly.

There were several questions and comments from the participants related to regional traffic concerns, unrelated to the proposed rezoning. As a follow-up to the attendees, Robert Kuhfuss sent an email to those who provided emails on the mailing list to address some of those traffic concerns. That email, dated January 2, 2019, is attached.

Andy Jochums

From: Robert Kuhfuss <Robert.Kuhfuss@surpriseaz.gov>
Sent: Wednesday, January 2, 2019 4:55 PM
To: Robert Kuhfuss
Cc: Andy Jochums; Wendy Peterson; Martin Lucero; Dana Owsiany; Lloyd Abrams
Subject: Rancho Trugold Outreach questions
Attachments: 175th_Ave.pdf

Greetings everyone. Hope the New Year finds you well.

I am following up on the many questions regarding traffic issues raised during the Neighborhood Outreach meeting held by the applicant on December 11, 2018. I was able to pose those questions to our Traffic Engineering and Transportation Planning Divisions. The following are their collective responses. Please see also the attached diagram that depicts the median configuration along 175th related to the 2nd question and related response.

- Timing of street improvements overall. Is there a way that road construction for the various developments can be coordinated in such a manner as to minimize impacts to the existing neighborhood?
 - o We have asked that the developments to work together on all the improvements. However, we have not required any one developer to make all the improvements in coordination with a buyback agreement.
- Extent of street improvements along 175th Avenue. Need to confirm that the ultimate cross section will be 1M1 with a raised and landscaped median. Also, is 1M1 sufficient to handle the traffic especially given the school and its recent expansion?
 - o The ultimate improvements along 175th Avenue will be a 1m1 with median access control (see exhibit). As far as increasing capacity, we will not add additional travel lanes to this corridor due to the limited right-of-way.
- Can/has Traffic and Transportation do/done traffic counts to see the effects of the school traffic on the neighborhood since Paradise Honors opened up the middle school?
 - o There are pre and post traffic counts that were completed as part of the traffic impact studies from the school and all of the adjacent developments. The side by side left turns were added to provide adequate turning movements to the school and the development. These same types of improvements are planned for Sweetwater and the northern most driveway of the school. Also, a new right turn lane for the school's southern driveway will be constructed by Rancho Tru-Gold using in-lieu fees collected from the school.
- What is the timing of the traffic signal at Sweetwater and 175th?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection. We are asking for the developers proportional share of the signal.
- What is the timing of the traffic signal at Sweetwater and Cotton?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection. We are asking for the developers proportional share of the signal.
- What is the timing of the traffic signal at Cactus and Cotton?
 - o Signalization is dependent upon warrants being met. We are working with Toll Brothers for improvements to this intersection.
- What is the timing of the traffic signal at Cactus and 175th?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection.

- Is there something that the City can do to force additional access points to Paradise Honors?
 - o The school is still within Maricopa County's jurisdiction. Surprise is still waiting for right-of-way dedication for the 175th Avenue roadway improvements.
- What can be done to correct the blind spot at 175th and Sweetwater?
 - o This property is owned and controlled by MWD. At the time that the signal warrants are met, there will have to be a CIP project established to relocate the MWD facilities. Currently, there is no schedule or funding for these improvements.
- Can the City install an interim 3-way stop at 175th and Sweetwater?
 - o Traffic control is dependent upon stop warrants being met. Currently, this warrant is not met.

I hope this addresses your concerns. Please let me know if I can help you with anything further.

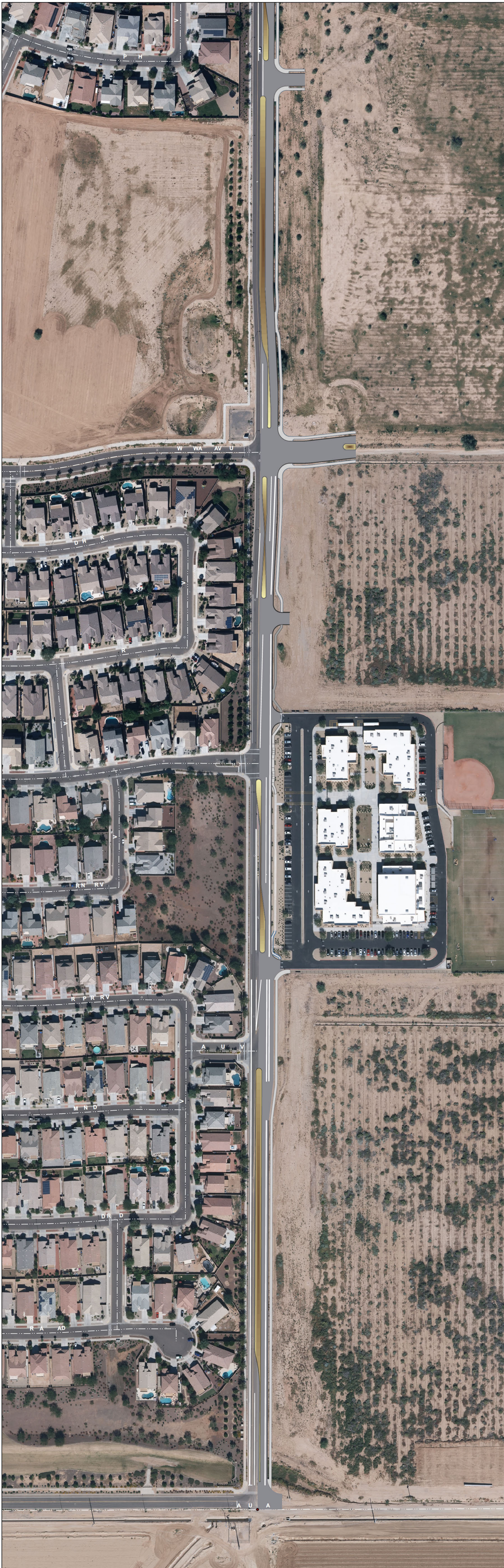
Thank You

Robert H. Kuhfuss, AICP, MPA
 Current Planning Supervisor
 City of Surprise Community Development Department
 16000 North Civic Center Plaza
 Surprise, AZ 85374-7470
 O: 623-222-3137 | F: 623-222-3001
robert.kuhfuss@surpriseaz.gov

City of Surprise offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

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02 Jan 2019 23:54:57 -0000





AFFIDAVIT OF POSTING

Application No: FS18-386
Applicant Name: Beus Gilbert
Location: NEC 175th Ave and Sweetwater Ave
Date Site Posted: November 27, 2018

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.

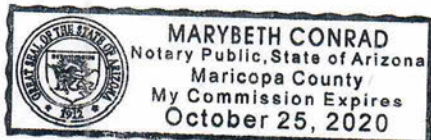
I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett 11/27/18
Applicant/Representative Signature Date

This instrument was acknowledged before me on this 27 day of November,

2018, and by Meghan Liggett. I witness whereof I hereunto

set my hand and official seal.



Marybeth Conrad
Notary Public
10-25-20
My commission expires

Neighborhood Meeting

Sign-In Sheet

Tuesday, December 11, 2018, 6:00 p.m., Paradise Honor High School, 12775 N. 175th Avenue, Surprise, AZ

Rezone: Rancho TruGold featuring Hancock Communities—Change from Residential Ranch to 18.9 acres of Medium Density Residential with a PUD Overlay; 22.0 acres of Medium Density Residential with a PUD Overlay; and 23.0 acres of Residential High with a PUD Overlay

Location: Approximately 64 acre parcel located on the north side of the Sweetwater Road alignment spanning between 175th Avenue on the west and Cotton Lane on the east.

This Sign-In Sheet is a Public Record

PLEASE PRINT

Name	Noah Moore
Name	Susan & Randy Nachtigal
Name	Larry Ellis
Name	JEAN E. BRILLHART
Name	Sonia Najalca
Name	FRED KAMINSKA

Neighborhood Meeting

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Name	DAVE OPSAHL
Name	Ken Strauss
Name	BLAISE COSENTINO
Name	Melanye Larremore
Name	KATHLEEN SEGRESS
Name	Masilem Immoensen

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Name	Robert + Jacqueline Beehler
Name	Dave + Barbara Taylor
Name	Luis Flores
Name	JOSEPH W JERZBINSKI
Name	STUART WOOD
Name	Charlyn Wood

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Name	Judith Chiccarillo
Name	Anaela Hackney
Name	Katricia Whorton
Name	Sheila Norris
Name	HANNA & LECH KURCZYN
Name	Becky Xourafas

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PLEASE PRINT

Name <i>Andy Cepon</i>		
[Redacted]		
Name <i>James Truman</i>		
[Redacted]		
Name		
Address & Zip	Phone	E-mail
[Redacted]		
Name		
Address & Zip	Phone	E-mail
[Redacted]		
Name		
Address & Zip	Phone	E-mail
[Redacted]		
Name		
Address & Zip	Phone	E-mail
[Redacted]		

Robert Kuhfuss

From: Dcn. Dave Opsahl [REDACTED]
Sent: Tuesday, December 11, 2018 7:48 PM
To: Robert Kuhfuss
Subject: Sweet/175

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Robert:

Thank you for speaking with the Sarah Ann Ranch group last night at Paradise Honors School. You have a tough job.

Will you please see if a three - way stop is scheduled to go in at the intersection of N 175th Av and W Sweetwater Ln?

Respectfully,

Dave and Karen Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Wednesday, December 12, 2018 5:24 PM
To: 'Dcn. Dave Opsahl'
Subject: RE: Sweet/175

Thank you for the email. I am reaching out to our Traffic and Transportation people to find out if this is possible and will get back to you as soon as I get an answer. Thanks again.

Robert H. Kuhfuss, AICP, MPA
Current Planning Supervisor
City of Surprise Community Development Department
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Surprise, AZ 85374-7470
O: 623-222-3137 | F: 623-222-3001
robert.kuhfuss@surpriseaz.gov

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[REDACTED]

Sent from my T-Mobile 4G LTE device

Robert Kuhfuss

From: Dcn. Dave Opsahl [REDACTED]
Sent: Wednesday, December 12, 2018 9:47 PM
To: Robert Kuhfuss
Subject: Re: Sweet/175

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Thank you!
Dave

Sent from my T-Mobile 4G LTE device

----- Original message-----

From: Robert Kuhfuss
Date: Wed, Dec 12, 2018 5:23 PM
To: Dcn. Dave Opsahl;
Cc:
Subject: RE: Sweet/175

Thank you for the email. I am reaching out to our Traffic and Transportation people to find out if this is possible and will get back to you as soon as I get an answer. Thanks again.

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13 Dec 2018 00:23:46 -0000

Robert Kuhfuss

From: Dcn. Dave Opsahl [REDACTED]
Sent: Wednesday, January 02, 2019 6:27 AM
To: Robert Kuhfuss
Subject: Sarah Ann Ranch

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Robert:

I spoke with you a few weeks ago regarding a 3-way stop at the intersection of Sweetwater and N 175th Ave. How are the prospects of that coming along? Thank you.

The very best in the New Year for you.

Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Wednesday, January 02, 2019 4:55 PM
To: Robert Kuhfuss
Cc: Andy Jochums; Wendy Peterson [REDACTED] Martin Lucero; Dana Owsiany; Lloyd Abrams
Subject: Rancho Trugold Outreach questions
Attachments: 175th_Ave.pdf

Greetings everyone. Hope the New Year finds you well.

I am following up on the many questions regarding traffic issues raised during the Neighborhood Outreach meeting held by the applicant on December 11, 2018. I was able to pose those questions to our Traffic Engineering and Transportation Planning Divisions. The following are their collective responses. Please see also the attached diagram that depicts the median configuration along 175th related to the 2nd question and related response.

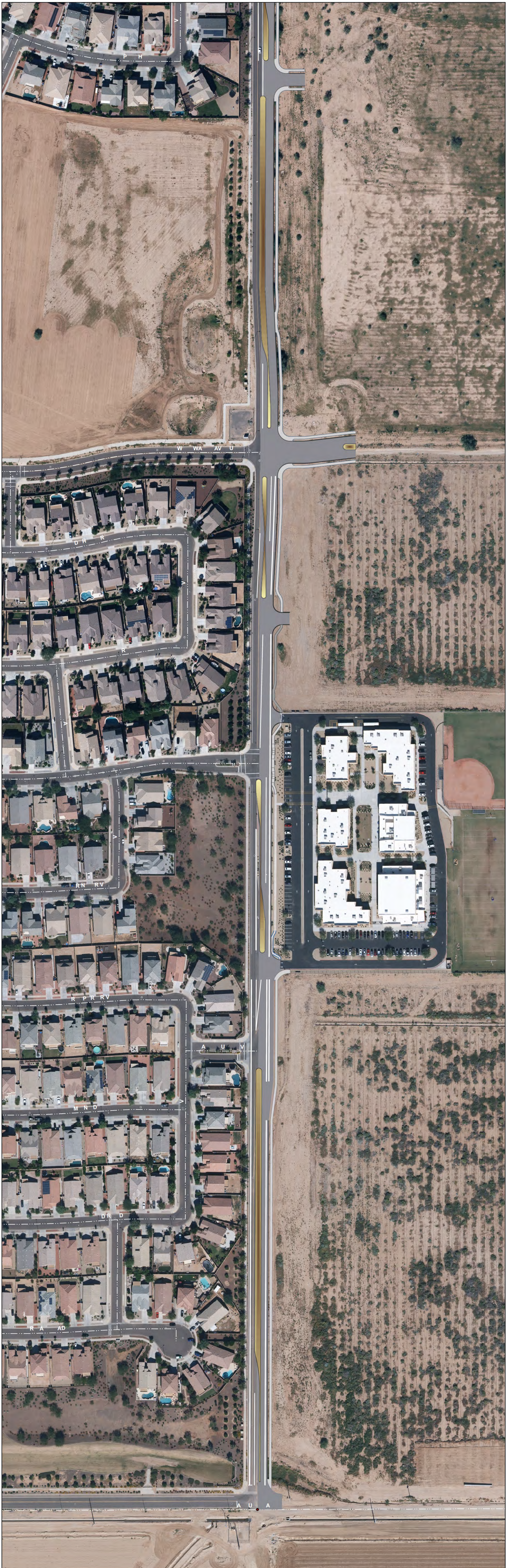
- Timing of street improvements overall. Is there a way that road construction for the various developments can be coordinated in such a manner as to minimize impacts to the existing neighborhood?
 - o We have asked that the developments to work together on all the improvements. However, we have not required any one developer to make all the improvements in coordination with a buyback agreement.
- Extent of street improvements along 175th Avenue. Need to confirm that the ultimate cross section will be 1M1 with a raised and landscaped median. Also, is 1M1 sufficient to handle the traffic especially given the school and its recent expansion?
 - o The ultimate improvements along 175th Avenue will be a 1m1 with median access control (see exhibit). As far as increasing capacity, we will not add additional travel lanes to this corridor due to the limited right-of-way.
- Can/has Traffic and Transportation do/done traffic counts to see the effects of the school traffic on the neighborhood since Paradise Honors opened up the middle school?
 - o There are pre and post traffic counts that were completed as part of the traffic impact studies from the school and all of the adjacent developments. The side by side left turns were added to provide adequate turning movements to the school and the development. These same types of improvements are planned for Sweetwater and the northern most driveway of the school. Also, a new right turn lane for the school's southern driveway will be constructed by Rancho Tru-Gold using in-lieu fees collected from the school.
- What is the timing of the traffic signal at Sweetwater and 175th?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection. We are asking for the developers proportional share of the signal.
- What is the timing of the traffic signal at Sweetwater and Cotton?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection. We are asking for the developers proportional share of the signal.
- What is the timing of the traffic signal at Cactus and Cotton?
 - o Signalization is dependent upon warrants being met. We are working with Toll Brothers for improvements to this intersection.
- What is the timing of the traffic signal at Cactus and 175th?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection.

- Is there something that the City can do to force additional access points to Paradise Honors?
 - o The school is still within Maricopa County's jurisdiction. Surprise is still waiting for right-of-way dedication for the 175th Avenue roadway improvements.
- What can be done to correct the blind spot at 175th and Sweetwater?
 - o This property is owned and controlled by MWD. At the time that the signal warrants are met, there will have to be a CIP project established to relocate the MWD facilities. Currently, there is no schedule or funding for these improvements.
- Can the City install an interim 3-way stop at 175th and Sweetwater?
 - o Traffic control is dependent upon stop warrants being met. Currently, this warrant is not met.

I hope this addresses your concerns. Please let me know if I can help you with anything further.

Thank You

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16000 North Civic Center Plaza
Surprise, AZ 85374-7470
O: 623-222-3137 | F: 623-222-3001
robert.kuhfuss@surpriseaz.gov



Robert Kuhfuss

From: Robert Kuhfuss
Sent: Wednesday, January 02, 2019 5:04 PM
To: 'Dcn. Dave Opsahl'
Subject: RE: Sarah Ann Ranch

Mr. Opsahl, Thank you for the follow up. I just sent an email to the larger group in response to this and several other questions and you were included in that mass email. In short, I am told that in order to get a 3-way stop sign, certain "warrants" must be met and that those warrants have not been met at this time. I know this is not the answer you were looking for, but if you would like further clarification, I can put you in touch with Traffic and Transportation.

Thank you again.

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O: 623-222-3137 | F: 623-222-3001
robert.kuhfuss@surpriseaz.gov

From: Dcn. Dave Opsahl [REDACTED]
Sent: Wednesday, January 02, 2019 6:27 AM
To: Robert Kuhfuss
Subject: Sarah Ann Ranch

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Robert:

I spoke with you a few weeks ago regarding a 3-way stop at the intersection of Sweetwater and N 175th Ave. How are the prospects of that coming along? Thank you.

The very best in the New Year for you.

Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

Robert Kuhfuss

From: Noah Moore [REDACTED]
Sent: Wednesday, January 02, 2019 5:12 PM
To: Robert Kuhfuss
Cc: Andy Jochums; Wendy Peterson [REDACTED]; Martin Lucero; Dana Owsiany; Lloyd Abrams
Subject: Re: Rancho Trugold Outreach questions

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Thank you. I believe these planned improvements will far exceed the expectations of my concerned neighbors.
-Noah

On Jan 2, 2019 16:55, "Robert Kuhfuss" <Robert.Kuhfuss@surpriseaz.gov> wrote:

Greetings everyone. Hope the New Year finds you well.

I am following up on the many questions regarding traffic issues raised during the Neighborhood Outreach meeting held by the applicant on December 11, 2018. I was able to pose those questions to our Traffic Engineering and Transportation Planning Divisions. The following are their collective responses. Please see also the attached diagram that depicts the median configuration along 175th related to the 2nd question and related response.

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Thank You

Robert H. Kuhfuss, AICP, MPA

Current Planning Supervisor

City of Surprise Community Development Department

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Robert Kuhfuss

From: Dcn. Dave Opsahl [REDACTED]
Sent: Wednesday, January 02, 2019 5:35 PM
To: Robert Kuhfuss
Subject: Re: Sarah Ann Ranch

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Robert:
I would appreciate speaking with Traffic and Transportation. Thank you,
Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

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Cc:
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The very best in the New Year for you.

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03 Jan 2019 00:04:13 -0000

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Thursday, January 03, 2019 8:28 AM
To: Martin Lucero; Dana Owsiany
Subject: FW: Sarah Ann Ranch

Martin/Dana – Could one of you give Mr. Opsahl a call to discuss the 3-way stop sign option at 175th & Sweetwater? Can you please let me know the gist of that conversation? Thanks

Robert H. Kuhfuss, AICP, MPA
Current Planning Supervisor
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03 Jan 2019 00:04:13 -0000

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Thursday, January 03, 2019 8:29 AM
To: 'Dcn. Dave Opsahl'
Subject: RE: Sarah Ann Ranch

I forwarded your request to them Thanks

Robert H. Kuhfuss, AICP, MPA
Current Planning Supervisor
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Sent from my T-Mobile 4G LTE device

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0.1

03 Jan 2019 00:04:13 -0000

Robert Kuhfuss

From: Martin Lucero
Sent: Thursday, January 03, 2019 10:08 AM
To: [REDACTED]
Cc: Dana Owsiany; Robert Kuhfuss
Subject: RE: Sarah Ann Ranch

Good Morning Mr. Opsahl,

I have received your email concerning your request for consideration of a three way stop sign implementation for the intersection of Sweetwater and N 175th Ave. I would be happy to discuss the matter with you. At your convenience feel free to contact me at 623-222-3142.

Sincerely,

Martin Lucero

Transportation Planning Manager
City of Surprise | 16000 N. Civic Center Plaza | Surprise, AZ 85374
phone: 623.222.3142 | fax: 623.222.3001

From: Dcn. Dave Opsahl [REDACTED]
Sent: Wednesday, January 02, 2019 5:35 PM
To: Robert Kuhfuss
Subject: Re: Sarah Ann Ranch

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Robert:
I would appreciate speaking with Traffic and Transportation. Thank you,
Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

----- Original message-----

From: Robert Kuhfuss
Date: Wed, Jan 2, 2019 5:04 PM
To: Dcn. Dave Opsahl;
Cc:
Subject: RE: Sarah Ann Ranch

Mr. Opsahl, Thank you for the follow up. I just sent an email to the larger group in response to this and several other questions and you were included in that mass email. In short, I am told that in order to get a 3-way stop sign, certain "warrants" must be met and that those warrants have not been met at this time. I know this is not the answer you were looking for, but if you would like further clarification, I can put you in touch with Traffic and Transportation.

Thank you again.

Robert H. Kuhfuss, AICP, MPA
Current Planning Supervisor
City of Surprise Community Development Department
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
O: 623-222-3137 | F: 623-222-3001
robert.kuhfuss@surpriseaz.gov

From: Dcn. Dave Opsahl [REDACTED]
Sent: Wednesday, January 02, 2019 6:27 AM
To: Robert Kuhfuss
Subject: Sarah Ann Ranch

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Robert:

I spoke with you a few weeks ago regarding a 3-way stop at the intersection of Sweetwater and N 175th Ave. How are the prospects of that coming along? Thank you.

The very best in the New Year for you.

Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

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0.1

03 Jan 2019 00:04:13 -0000

Robert Kuhfuss

From: Dcn. Dave Opsahl [REDACTED]
Sent: Monday, January 14, 2019 11:58 AM
To: Robert Kuhfuss
Subject: Re: Rancho Trugold Outreach questions

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Robert:

Thank you for your work and Martin's expertise on the N 175th Ave road improvement proposals between Waddell and Cactus.

Dave Opsahl
Sarah Ann Ranch Home Owner
17637 W Dahlia Dr
Surprise, AZ 85388

From: Robert Kuhfuss <Robert.Kuhfuss@surpriseaz.gov>
Sent: Wednesday, January 2, 2019 5:54 PM
To: Robert Kuhfuss
Cc: Andy Jochums; Wendy Peterson [REDACTED]; Martin Lucero; Dana Owsiany; Lloyd Abrams
Subject: Rancho Trugold Outreach questions

Greetings everyone. Hope the New Year finds you well.

I am following up on the many questions regarding traffic issues raised during the Neighborhood Outreach meeting held by the applicant on December 11, 2018. I was able to pose those questions to our Traffic Engineering and Transportation Planning Divisions. The following are their collective responses. Please see also the attached diagram that depicts the median configuration along 175th related to the 2nd question and related response.

- Timing of street improvements overall. Is there a way that road construction for the various developments can be coordinated in such a manner as to minimize impacts to the existing neighborhood?
 - o We have asked that the developments to work together on all the improvements. However, we have not required any one developer to make all the improvements in coordination with a buyback agreement.
- Extent of street improvements along 175th Avenue. Need to confirm that the ultimate cross section will be 1M1 with a raised and landscaped median. Also, is 1M1 sufficient to handle the traffic especially given the school and its recent expansion?
 - o The ultimate improvements along 175th Avenue will be a 1m1 with median access control (see exhibit). As far as increasing capacity, we will not add additional travel lanes to this corridor due to the limited right-of-way.
- Can/has Traffic and Transportation do/done traffic counts to see the effects of the school traffic on the neighborhood since Paradise Honors opened up the middle school?
 - o There are pre and post traffic counts that were completed as part of the traffic impact studies from the school and all of the adjacent developments. The side by side left turns were added to provide adequate turning movements to the school and the development. These same types of improvements are planned for Sweetwater and the northern most

driveway of the school. Also, a new right turn lane for the school's southern driveway will be constructed by Rancho Tru-Gold using in-lieu fees collected from the school.

- What is the timing of the traffic signal at Sweetwater and 175th?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection. We are asking for the developers proportional share of the signal.
- What is the timing of the traffic signal at Sweetwater and Cotton?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection. We are asking for the developers proportional share of the signal.
- What is the timing of the traffic signal at Cactus and Cotton?
 - o Signalization is dependent upon warrants being met. We are working with Toll Brothers for improvements to this intersection.
- What is the timing of the traffic signal at Cactus and 175th?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection.
- Is there something that the City can do to force additional access points to Paradise Honors?
 - o The school is still within Maricopa County's jurisdiction. Surprise is still waiting for right-of-way dedication for the 175th Avenue roadway improvements.
- What can be done to correct the blind spot at 175th and Sweetwater?
 - o This property is owned and controlled by MWD. At the time that the signal warrants are met, there will have to be a CIP project established to relocate the MWD facilities. Currently, there is no schedule or funding for these improvements.
- Can the City install an interim 3-way stop at 175th and Sweetwater?
 - o Traffic control is dependent upon stop warrants being met. Currently, this warrant is not met.

I hope this addresses your concerns. Please let me know if I can help you with anything further.

Thank You

Robert H. Kuhfuss, AICP, MPA
Current Planning Supervisor
City of Surprise Community Development Department
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
O: 623-222-3137 | F: 623-222-3001
robert.kuhfuss@surpriseaz.gov

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02 Jan 2019 23:54:59 -0000

PUBLIC ENGAGEMENT FORM

PROJECT TITLE: Rancho Trugold

OVERALL PUBLIC INVOLVEMENT LEVEL:

This activity will follow the citizen outreach and public hearing notification processes as outlined in state statute and the SUDC.

IDENTIFY STAKEHOLDERS:

Impacted residents; schools; churches; businesses; public at-large; property owners?

OBJECTIVES:

What is the purpose of the project/service/program and why is it needed? What are the impacts if the project/service/program is not achieved?

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when) 11/13/17

Future Council Work Session/Meetings target dates Planning and Zoning 03/01/, City Council 04/3/18

Election dates (if applicable)

Project start/completion dates

Communication Tools and Technique options: (which do you plan to use?)

- ☐ Press releases
- ☐ Public meetings (video/photos, poster boards, fact sheet(s) *do you need Spanish version?)
- ☒ Presentations to boards and commissions, other interested community partners/stakeholders
- ☐ Third-party consultant/moderator (pending budget)
- ☐ Survey (online/paper/both?)
- ☐ Social media
- ☐ Surprise 11
- ☐ Notify Me email/ Council newsletters (opt-in audience)
- ☐ Paid advertising (pending budget)
- ☐ Surprise Progress (mailed quarterly and tied to print deadlines)
- ☐ Booth at city events
- ☐ Paid mailings (pending budget)
- ☐ Creation of a subcommittee/task force
- ☐ Youth/adult activities, registration, or orientation (HOA Academy)
- ☐ Website updates



City Council
May 7, 2019

Rancho TruGold

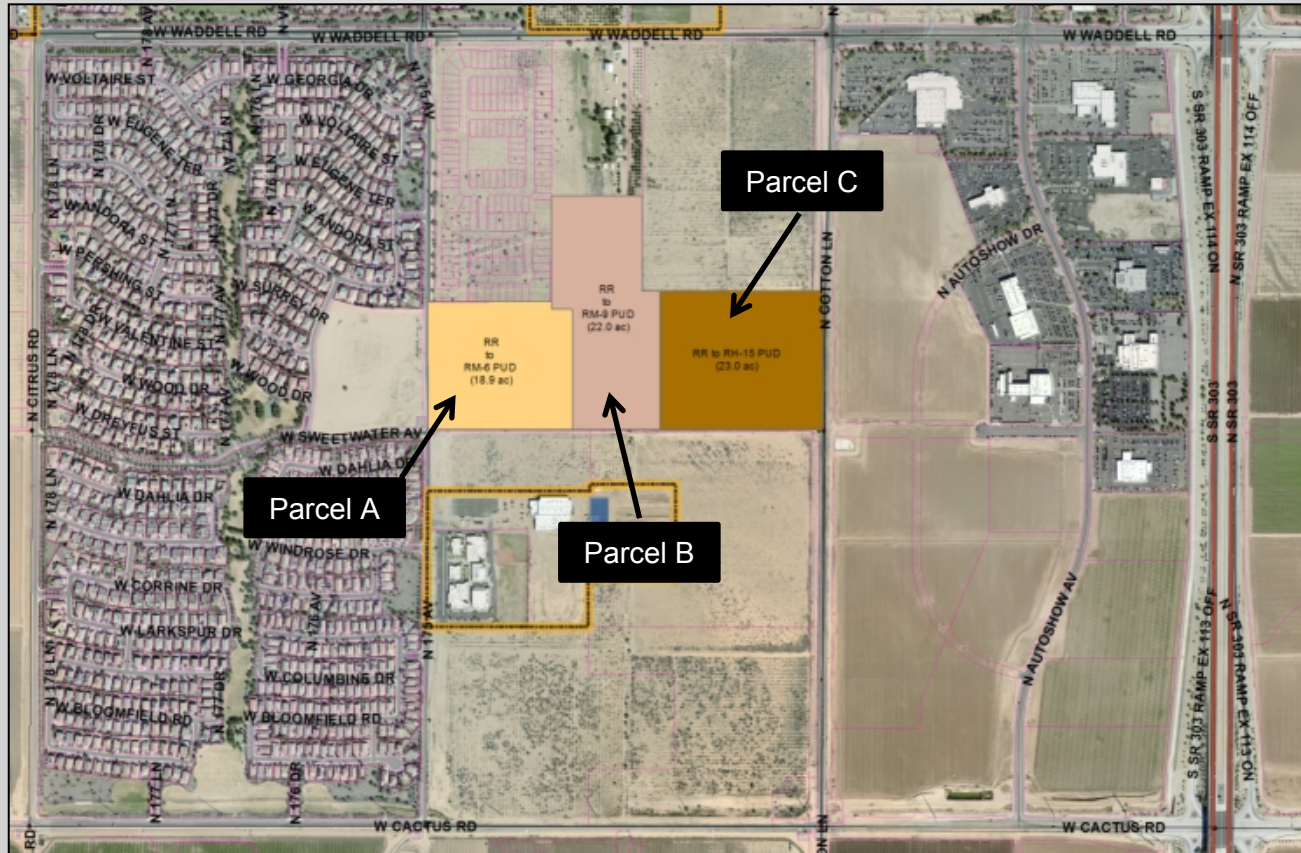
Rancho TruGold Zone Change

Rancho TruGold Preliminary Plat

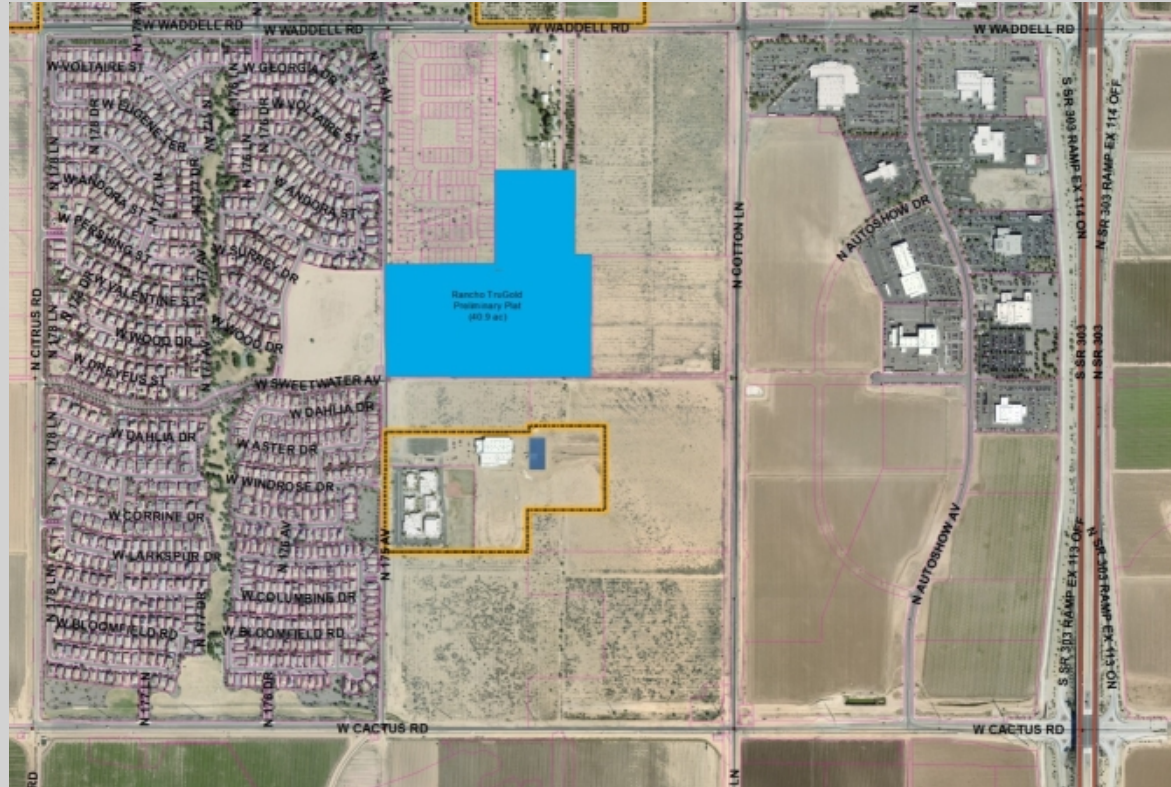
Rancho TruGold Vicinity Map



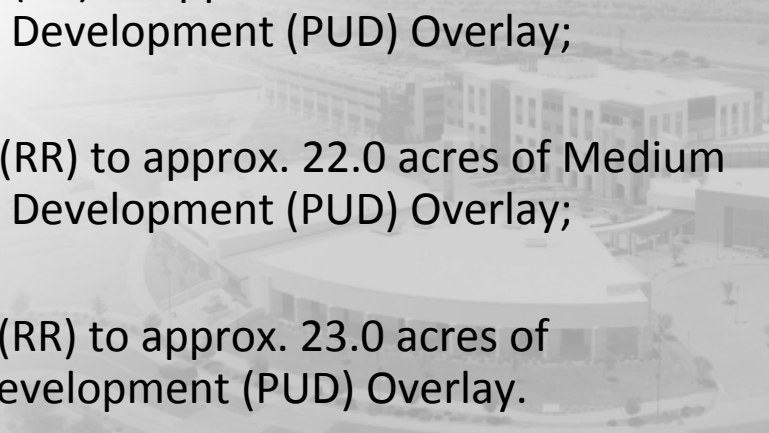
Rancho TruGold Rezone (FS18-386) Case Map



Rancho TruGold Preliminary Plat Case Map



[illegible]

- 
- Development (PUD) Overlay;
- (RR) to approx. 22.0 acres of Medium
Development (PUD) Overlay;
- (RR) to approx. 23.0 acres of
Development (PUD) Overlay.

[illegible]

- **RM-6 PUD and RM-9 PUD Summary:**
- Removal of the Community Pool requirement for both RM districts
- Removal of the 3.5 acre minimum turf size for Recreational Fields for both RM districts
- Increase in maximum driveway width from 30% of lot width to 45% for both RM districts
- Increase in maximum driveway area from 30% of the front yard area to 45% for both RM districts
- Reduction in gross density from 6 DU/Ac to 2.9 DU/Ac for RM-6
- Reduction in gross density from 9 DU/Ac to 3.8 DU/Ac for RM-9
- Increase in Lot Width from 50' to 60' for RM-6
- Increase in Lot Width from 40' to 50' for RM-9
- Increase in Open Space from 20% of Net Residential Area to 24% for both RM districts

- **RM-6 PUD and RM-9 PUD Summary:**
- **Removal of the Community Pool requirement for both RM districts**
- **Removal of the 3.5 acre minimum turf size for Recreational Fields for both RM districts**
- **Increase in maximum driveway width from 30% of lot width to 45% for both RM districts**
- **Increase in maximum driveway area from 30% of the front yard area to 45% for both RM districts**
- **Reduction in gross density from 6 DU/Ac to 2.9 DU/Ac for RM-6**
- **Reduction in gross density from 9 DU/Ac to 3.8 DU/Ac for RM-9**
- **Increase in Lot Width from 50' to 60' for RM-6**
- **Increase in Lot Width from 40' to 50' for RM-9**
- **Increase in Open Space from 20% of Net Residential Area to 24% for both RM districts**

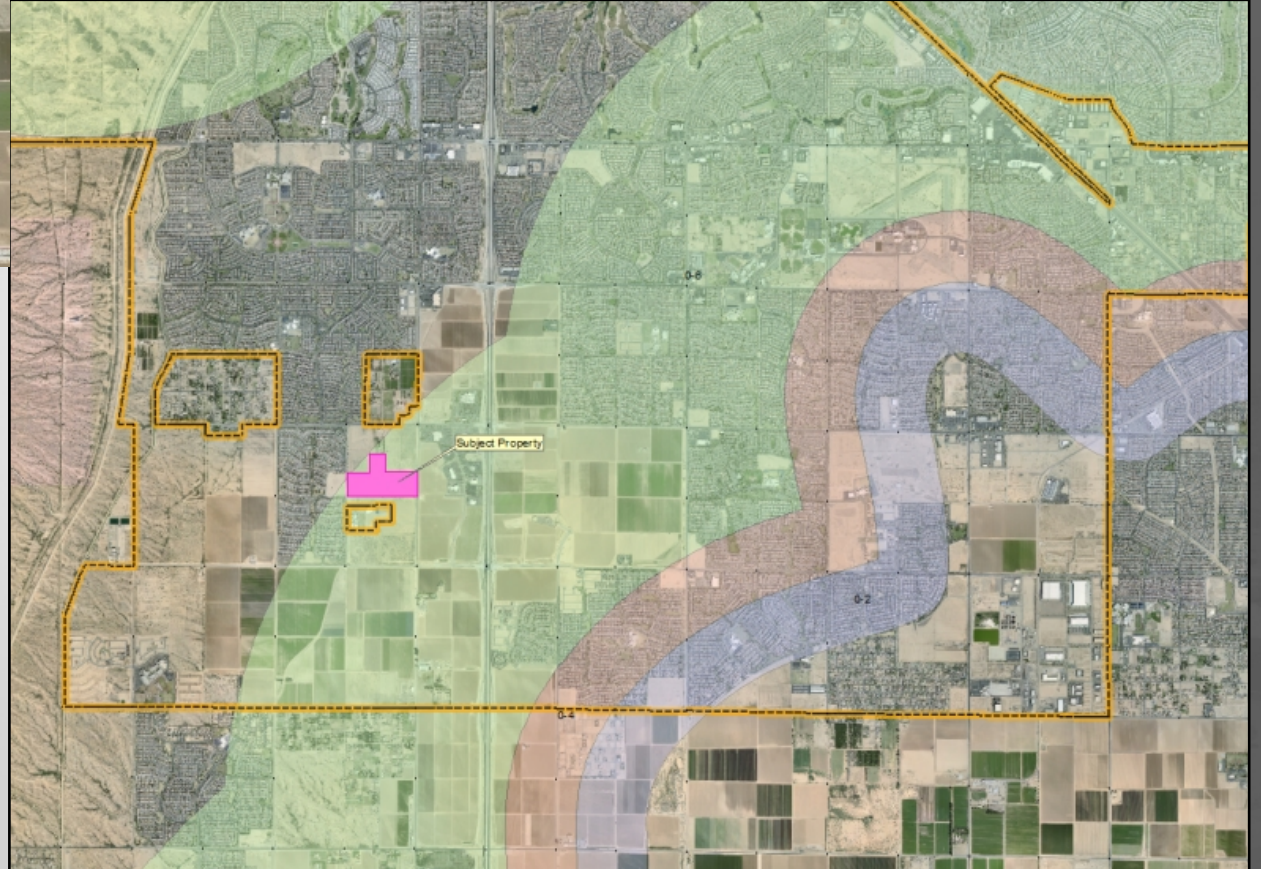
[illegible]

- [illegible]

Rancho TruGold Rezone



Graduated Density Concept





Rancho TruGold Rezone

Table 1: RM-6 PUD and RM-9 PUD Development Standards

Development Standard	RM-6 City Base Standard	Proposed RM-6 PUD Standard	RM-9 City Base Standard	Proposed RM-9 PUD Standard
Maximum Density	6.0	2.9 (decrease in density)	9.0	3.8 (decrease in density)
Minimum Lot Area (sf)	6,000	7,000 (increase in lot area)	4,500	5,900 (increase in lot area)
Minimum Lot Width (ft)	50	60 (increase lot width)	40	50 (increase lot width)
Minimum Lot Depth (ft)	100	100	100	100
Minimum Front Yard Setback (ft) (livable area/front-facing garage)	12/20	12/20	12/20	12/20
Minimum Side Yard Setback (ft)	TBD	5	TBD	5
Minimum Rear Yard Setback (ft)	20	20	20	20
Maximum Building Height (ft)	35	35	35	35
Driveway Width Percentage	30%	45%	30%	45%
Driveway Area Percentage	30%	45%	30%	45%

Rancho TruGold Rezone



Driveway Width as Percent of Lot Width



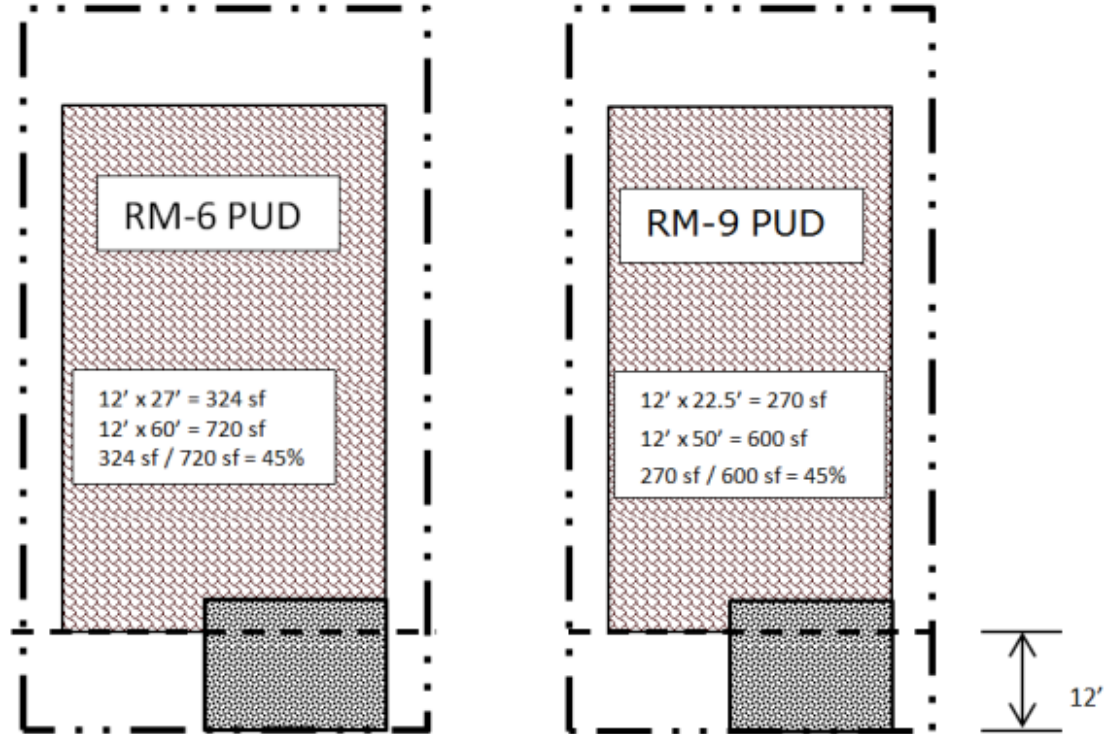
$$60' \times 45\% = 27'$$

$$50' \times 45\% = 22.5'$$



Rancho TruGold Rezone

Driveway Area as Percent of Front Yard Area





Rancho TruGold Rezone

Table 2: RH-15 FUD Development Standards

Standard	Existing RH-15 Conventional Character Pattern Requirement	Proposed FUD Modifications
Maximum Dwelling Units per Gross Acre	15 du/ac	10.61 du/ac (244 units max)
Maximum Height	35 feet (3 stories)	16 ft./1 story for primary buildings; 20 ft./1 story for accessory buildings (office, fitness center, etc.) ⁽¹⁾
Minimum Building Setbacks: - Front (Sweetwater) - Side - Rear	30 feet 10 feet 30 feet	30 feet* ⁽²⁾ 10 feet* 24 feet
Minimum Landscape Buffers: - Adjacent to RM and RL	24 feet	Zero feet ⁽³⁾
- Adjacent to Commercial and other Districts	10 feet	Zero feet ⁽³⁾
Minimum Building Separation (one story buildings)	25 feet	10 feet
Bike Parking - Residential - Leasing Office	0.5 per dwelling 1 per 20 vehicle spaces	Zero per dwelling 1 per 20 vehicle spaces*

*Standard RH-15 Requirement. No Modification requested, listed for ease of reference.

(1) If an entry portico is provided, it shall be allowed at a height up to 30 feet for adequate emergency vehicles ingress and egress as well as appropriate architectural rooflines to match the primary buildings.

(2) For the purpose of SUDC section 122-136(b)(15)(d)(1), which discusses wall placement, the front yard shall be measured 25' from the Sweetwater Road property line and not the full 30' building setback.

(3) Minimum 24 foot deep private yards shall be provided with at least one tree per yard to act as buffering.

Citizen Outreach:

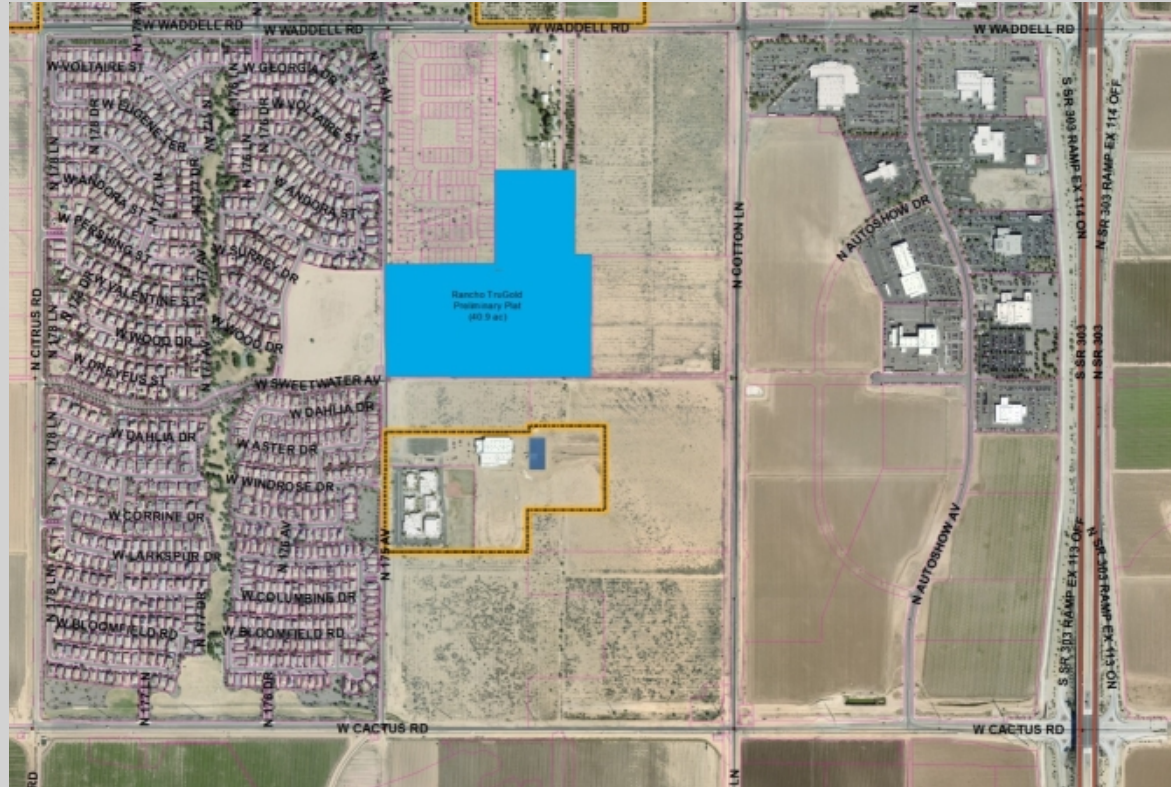
December 11, 2018

Recommendation:

Zone Change (FS18-386)

Approve subject to Commission-recommended stipulations
“a” and “b”

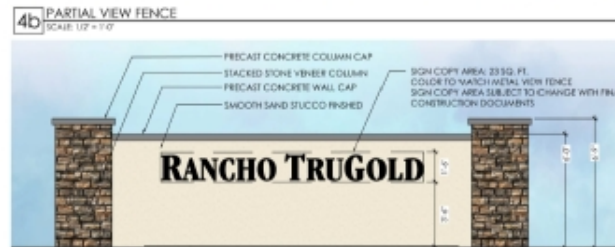
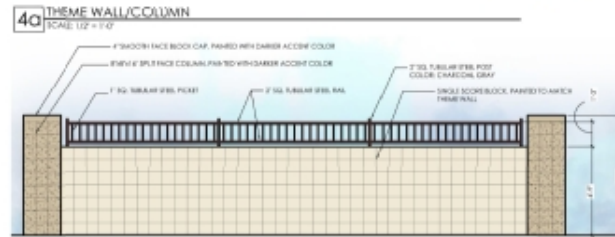
Rancho TruGold Preliminary Plat Case Map



Rancho TruGold Preliminary Plat



Rancho TruGold Preliminary Plat



4c ENTRY MONUMENT
SCALE: 1/12" = 1'-0"

FIGURE 4 - SINGLE-FAMILY WALL DETAILS
12/21/19

RANCHO
TRUGOLD
SURPRISE, AZ



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LOF AREA TABLE		
LOF #	AREA	LOF (SQ)
101	2.2000	
102	2.2000	
103	2.2000	
104	2.2000	
105	2.6866	
106	2.2000	
107	2.2000	
108	2.2000	
109	2.5750	
110	2.5750	
111	2.2000	
112	2.2000	
113	2.2000	
114	2.2000	
115	2.2000	
116	2.2000	
117	2.2000	
118	2.2000	
119	2.5750	
120	3.1881	
121	2.2000	
122	2.2000	
123	2.2000	
124	2.2000	
125	2.2000	
126	2.2000	
127	2.5750	
128	2.2000	
129	2.2000	
130	2.2000	
131	2.2000	
132	2.2000	
133	2.2000	
134	2.2000	
135	2.2000	
136	2.2000	
137	2.2000	
138	2.5750	
139	2.2000	

 LOT AREA TABLE FOR RANCHO TRUGLOD CITY OF SURPRISE, ARIZONA CASE # PS16-434 FILED JAN 11 2017 APR 11 2017 JAN 11 2017		 GRAND PLANNING SERVICES, INC. 10000 W. BUCKLEBOURNE BLVD. SUITE 100 SURPRISE, ARIZONA 85078	ISSUED BY: JF DRAWN BY: JF DATE: 01/11/17 DATE: 02/07/17 SHEET NUMBER TOTAL SHEETS: 74
--	---	--	--



CASE #: F010-434		PRELIMINARY PLAT FOR RANCHO TRUGOLD CITY OF SURPRISE, ARIZONA						DESIGNED BY: <i>DT</i> DRAWN BY: <i>DT</i> CHECKED BY: <i>DT</i> DATE: 12/07/01		PROJECT: 04-0020 NAME: 04-0020-1-1	
SHEET NO. 1 OF 2		DATE: 12/07/01		SCALE: 1"=40'		DRAWN BY: <i>DT</i>		CHECKED BY: <i>DT</i>		PROJECT: 04-0020	









Recommendation:

Preliminary Plat (FS18-434)

Approve subject to Commission-recommended stipulations
“a” through “f”



QUESTIONS OR COMMENTS?

Thank You

ORDINANCE 2019-06

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE WITH A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY FOR RANCHO TRUGOLD, GENERALLY LOCATED NORTH OF SWEETWATER AVENUE BETWEEN COTTON LANE AND 175TH AVENUE.

WHEREAS, this Ordinance was properly noticed for public hearing, and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is generally located north of Sweetwater Avenue between Cotton Lane and 175th Avenue;

WHEREAS, the subject site is zoned as Residential Ranch (RR);

WHEREAS, the rezone from RR to RM-6, RM-9, and RH-15 with PUD Overlay district is authorized by and satisfies the requirements of Surprise Municipal Code §122-68;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, this rezone with PUD overlay is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on March 21, 2019, the Planning and Zoning Commission recommended approval of the Rancho Trugold rezone with PUD overlay.

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

Section 1. *Rezoning with PUD Overlay.* The parcel legally described on Exhibit A-1 and depicted on Exhibit A-2, known as Rancho Trugold Parcel A, is rezoned from Residential Ranch (RR) to RM-6 with a PUD Overlay subject to the stipulations as outlined in Section 4 herein.

Section 2. *Rezoning with PUD Overlay.* The parcel legally described on Exhibit B-1 and depicted on Exhibit B-2, known as Rancho Trugold Parcel B, is rezoned from Residential Ranch (RR) to RM-9 with a PUD Overlay subject to the stipulations as outlined in Section 4 herein.

Section 3. *Rezoning with PUD Overlay.* The parcel legally described on Exhibit C-1 and depicted on Exhibit C-2, known as Rancho Trugold Parcel C, is rezoned from Residential Ranch (RR) to RH-15 with a PUD Overlay subject to the stipulations as outlined in Section 4 herein.

Section 4. *Stipulations of Approval.* The rezoning of the parcels as outlined in Sections 1 through 3 above is approved subject to the following stipulations:

- A. Development and use of the site shall be in conformance with the Zone Change Narrative entitled “Rancho Trugold Featuring Hancock Communities”, consisting of thirteen (13) pages plus exhibits, prepared by RVi Planning + Landscape Architecture and stamped received March 1, 2019.
- B. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Section 5. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the changes in districts referred to in Sections 1 through 3 above.

Section 6. *Codification.* This ordinance is not of a general nature and will not be codified.

Section 7. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 8. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 9. *Effective Date.* This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____ 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Placeholder for Exhibit A-1 – Parcel A Legal Description
Placeholder for Exhibit A-2 – Parcel A Zoning Map
Placeholder for Exhibit B-1 – Parcel B Legal Description
Placeholder for Exhibit B-2 – Parcel B Zoning Map
Placeholder for Exhibit C-1 – Parcel C Legal Description
Placeholder for Exhibit C-2 – Parcel C Zoning Map



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Preliminary Plat entitled, "Rancho Trugold" and dated February 6, 2019, a property located in the RM-6 and RM-9 PUD zoning districts of Rancho TruGold - Resolution No. 2019-57.

Motion:

I move to conditionally approve Resolution No. 2019-57; the Preliminary Plat entitled, "Rancho Trugold" and dated February 6, 2019, subject to compliance with stipulations "a" through "f" as identified in the staff report

Background:

The proposed project was once part of the Magnolia project, which the Planning and Zoning Commission reviewed in 2016. The Magnolia project never came to fruition and the various land owners are moving forward independently. The subject request involves a 139-lot Preliminary Plat on approximately 41 acres in Lot 2 of the related Final Plat being processed under FS18-387 located at the northeast corner of 175th Avenue and the Sweetwater Avenue alignment. The proposed Preliminary Plat will provide 84 single-family lots in the proposed RM-9 PUD zoning district as well as 55 single-family residential lots in the proposed RM-6 PUD zoning district.

Objective Analysis:

The City Council is considering a related Zone Change request for the subject property. If approved, the zoning of the property will be RM-9 PUD and RM-6 PUD. The subject Preliminary Plat meets the requirements of those zoning districts as modified by the PUD Overlays, in addition to other requirements as set forth in the SUDC.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports multi-family residential development at densities greater than 8 DU/Ac. The PUD Overlays associated with the zoning of the property caps the lot yield at 139 lots for an overall density of 3.4 DU/Ac. The density most closely aligns with the Urban Neighborhood type and is consistent with the General Plan in this regard.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact

on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS18-434 Rancho TruGold Preliminary Plat 05-07-19 CC Staff Report
 2. 01 Rancho TruGold Joint Vicinity Map
 3. 02 FS18-435 Rancho TruGold Preliminary Plat Case Map
 4. 03 FS18-434 Rancho TruGold Preliminary Plat
 5. 04 FS18-434 Rancho TruGold Preliminary Landscape Plans
 6. 05 FS18-434 Rancho TruGold Colorized Landscape and Wall Exhibit
 7. 06 FS18-386 Citizen Participation Report (redacted)
 8. 07 Rancho TruGold Emails through 011419 (redacted)
 9. Rancho TruGold 05-07-19 CC Presentation
 10. Resolution 2019-57 Prelim Plat Rancho TruGold
-

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

Case: FS18-387

Project Name: Rancho TruGold Preliminary Plat

Council District: 3

Meeting Date: May 7, 2019

Planner: Robert H. Kuhfuss, AICP

Owner: Truman Trust

Applicant: Mark Reddie of LVi on behalf of Truman Trust

Request: Preliminary Plat in the RM-6 PUD and RM-9 PUD zoning districts

Site Location: Generally located north and east of 175th Avenue and the Sweetwater Avenue

Area: 40.9 acres (approx.)

Density: 3.4 DU/Ac. (approx.)

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

Support/Opposition: None known

Commission

Recommendation: **Approve**, subject to stipulations "a" through "f"

41 **PROJECT DESCRIPTION:**

42
43 The proposed project was once part of the Magnolia project, which the Planning and Zoning
44 Commission reviewed in 2016. The Magnolia project never came to fruition and the various land
45 owners are moving forward independently.

46
47 The subject request involves a 139-lot Preliminary Plat on approximately 41 acres in Lot 2 of the
48 related Final Plat being processed under FS18-387 located at the northeast corner of 175th Avenue
49 and the Sweetwater Avenue alignment. The proposed Preliminary Plat will provide 84 single-family
50 lots in the proposed RM-9 PUD zoning district as well as 55 single-family residential lots in the
51 proposed RM-6 PUD zoning district.

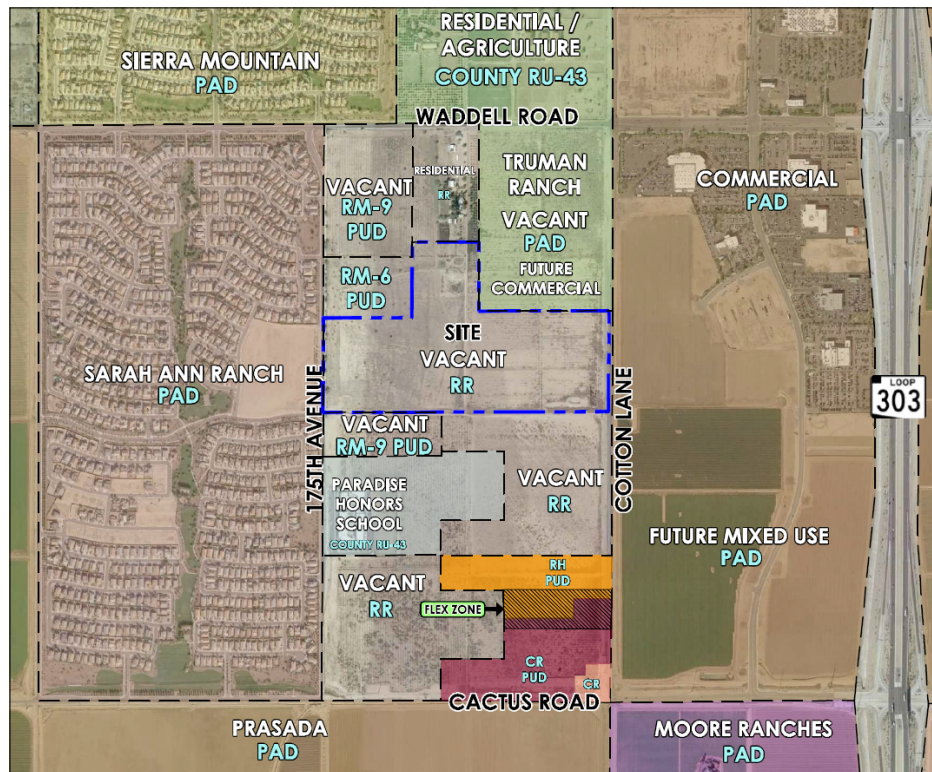
52
53 The subject request is also one of four concurrent requests involving the subject property. These
54 requests are summarized as follows:

- 55
- 56 • **FS18-386: Rancho TruGold Rezone.** On April 18, 2019, the Commission recommended
57 approval of the Zone Change presented under case FS18-386, subject to stipulations “a” and
58 “b” as outlined in this staff report. The Council will review the Zone Change (under separate
59 over) and either approve or deny the request.
60
 - 61 • **FS18-387: Rancho TruGold Final Plat (3-lot Final Plat).** The Council approved said Final Plat
62 on April 16, 2019. The subject Preliminary Plat involves Lot 2 of said Final Plat.
63
 - 64 • **FS18-387: Hancock Communities at Rancho TruGold Site Plan (Site Plan covering Lot 3 of**
65 **the aforementioned Final Plat).** On March 21, 2019, the Commission approved said Site
66 Plan subject to stipulations “a” through “i”, which included a provision stating that if the
67 Zone Change and Final Plat noted above are not approved by the City Council, the
68 Commission’s approval of the Site Plan is null and void.
69
 - 70 • **FS18-434: Rancho TruGold Preliminary Plat (subject request).** On March 21, 2019, the
71 Commission recommended approval of the subject Preliminary Plat subject to stipulations
72 “a” through “f”. After either approving or denying the related Zone Change (FS18-386), the
73 Council will review the subject Preliminary Plat and either approve or deny the request.
74
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81 [Continued on following page.]
82
83
84
85

EXISTING ZONING:

The following map, taken from Figure 1 of the FS18-386 Zone Change Narrative, depicts the existing zoning of the subject site and its surrounds.



BACKGROUND:

September 12, 2016: Mark Reddie of LVA Urban Design Studio filed a request for a Zone Change and Preliminary Plat for 175th & Sweetwater under case FS16-391.

September 12, 2016: Mark Reddie of LVA Urban Design Studio filed a request for Zone Change and Preliminary for Magnolia under case FS16-392. Said case was subsequently withdrawn.

September 28, 2016: On behalf of the applicant, staff opened case FS16-427 relating to the annexation of the subject property.

January 17, 2017: The City Council approved the annexation of the subject property under case FS16-427.

September 7, 2017: The City Council approved a request for a Rezone relating to the 175th & Sweetwater project under case FS16-391.

111 **October 3, 2017:** Mark Reddie of LVA Urban Design Studio filed a request for a Zone Change and
112 Preliminary Plat for Rancho TruGold under case FS18-583. Said case was subsequently withdrawn.
113
114 **October 5, 2017:** The City Council approved a request for a Preliminary Plat relating to the 175th &
115 Sweetwater project under case FS16-391.
116
117 **December 19, 2017:** The City Council approved a revised Preliminary Plat for 175th &
118 Sweetwater under case FS17-403.
119
120 **March 6, 2018:** The City Council approved a request for a Zone Change and related Preliminary Plat
121 covering the Heritage Farm project under case FS17-530.
122
123 **August 7, 2018:** Andy Jochums of Beus Gilbert filed a request for a Zone Change for Rancho
124 TruGold under case FS18-386.
125
126 **August 7, 2018:** Andy Jochums of Beus Gilbert filed a request for a Site Plan and Final Plat for
127 Hancock Communities at Rancho TruGold under case FS18-387.
128
129 **August 31, 2018:** Mark Reddie of RVi filed a request for a Preliminary Plat covering a portion of
130 Rancho TruGold under case FS18-434.
131
132 **September 18, 2018:** The City Council approved a request for a Final Plat for Heritage Farm under
133 case FS18-159.
134
135 **October 19, 2018:** Gehan Homes filed a request for Zone Change and Preliminary Plat for Gehan
136 Homes Cactus & 175th under case FS18-566.
137
138 **November 20, 2018:** Mark Reddie of RVi filed a request for a Zone Change and Preliminary Plat for
139 Ryder Ranch under Case FS18-632.
140
141 **March 21, 2019:** The Commission recommended approval of the related Zone Change request as
142 presented under case FS18-386, subject to stipulations “a” and “b”.
143
144 **March 21, 2019:** The Commission approved the Site Plan for Hancock Communities at Rancho
145 TruGold presented under case FS18-387, subject to stipulations “a” through “i”, which included a
146 provision that nullifies said approval should the Council not approve the subject Zone Change, or
147 the 3-lot Final Plat presented under FS18-387.
148
149 **March 21, 2019:** The Commission recommended approval of the subject Preliminary Plat for
150 Rancho Trugold presented under case FS18-434, subject to stipulations “a” through “f” as listed in
151 this staff report.
152
153 **April 16, 2019:** The City Council approved the 3-lot Final Plat for Rancho TruGold under FS18-387.
154

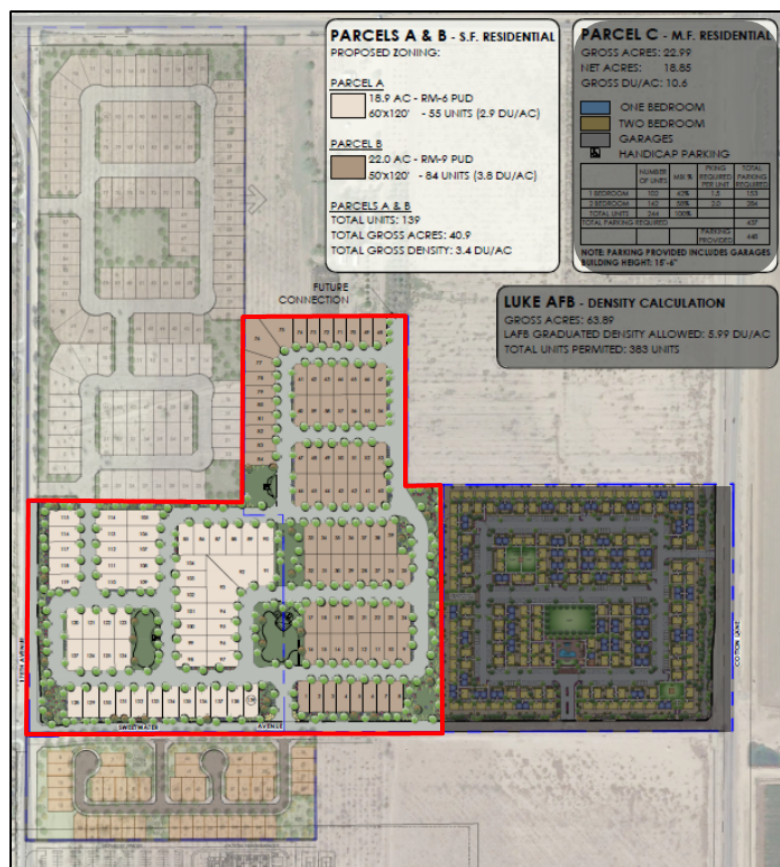
April 18, 2019: Due to a site posting error, the Commission reheard the Rancho TruGold Zone Change request presented under FS18-386 and recommended approval of same to the City Council subject to stipulations “a” and “b”.

CITIZEN OUTREACH:

The applicant held a citizen outreach meeting on December 11, 2018, which was well attended. The results of that meeting are summarized in the attached Citizen Outreach Report associated with the Rezone case being processed under FS18-386. In addition, staff received several emails regarding this project, which are included as an attachment to this report. Staff also sent an email to the members of the public who were present at that meeting in response to comments relating to local traffic issues that were beyond the scope of this specific project. Relative to the Zone Change, the site was also posted in accordance with the SUDC and state statute. The City of Surprise also sent notices via First Class mail in accordance with the SUDC and state statute.

ANALYSIS AND DISCUSSION:

The following image, taken from Figure 3 of the zoning narrative, depicts the anticipated lotting for the project, in the context of the two currently approved projects adjacent to the site and the related Site Plan for Hancock Communities at Rancho TruGold (which is greyed-out here for clarity).



178 The following table is taken from the FS18-386 zoning narrative and expresses the proposed single-
 179 family residential development standards applicable to Parcels "A" and "B".
 180

Table 1: RM-6 PUD and RM-9 PUD Development Standards				
Development Standard	RM-6 City Base Standard	Proposed RM-6 PUD Standard	RM-9 City Base Standard	Proposed RM-9 PUD Standard
Maximum Density	6.0	2.9 (decrease in density)	9.0	3.8 (decrease in density)
Minimum Lot Area (sf)	6,000	7,000 (increase in lot area)	4,500	5,900 (increase in lot area)
Minimum Lot Width (ft)	50	60 (increase lot width)	40	50 (increase lot width)
Minimum Lot Depth (ft)	100	100	100	100
Minimum Front Yard Setback (ft) (livable area/front-facing garage)	12/20	12/20	12/20	12/20
Minimum Side Yard Setback (ft)	TBD	5	TBD	5
Minimum Rear Yard Setback (ft)	20	20	20	20
Maximum Building Height (ft)	35	35	35	35
Driveway Width Percentage	30%	45%	30%	45%
Driveway Area Percentage	30%	45%	30%	45%

181
 182

183 The aforementioned PUD Overlays also address the following, which have been implemented in the
 184 subject Preliminary Plat:

185

- 186 • Removal of the Community Pool requirement for both RM districts
- 187 • Removal of the 3.5 acre minimum turf size for Recreational Fields for both RM districts
- 188 • Increase in maximum driveway width from 30% of lot width to 45% for both RM districts
- 189 • Increase in maximum driveway area from 30% of the front yard area to 45% for both RM districts
- 190 • Reduction in gross density from 6 DU/Ac to 2.9 DU/Ac for RM-6
- 191 • Reduction in gross density from 9 DU/Ac to 3.8 DU/Ac for RM-9
- 192 • Increase in Lot Width from 50' to 60' for RM-6
- 193 • Increase in Lot Width from 40' to 50' for RM-9
- 194 • Increase in Open Space from 20% of Net Residential Area to 24% for both RM districts

196

197 Sweetwater Avenue will be constructed as part of this development, with additional improvements
 198 made to 175th Avenue. Primary access to the subdivision will be from Sweetwater Avenue, with
 199 secondary access occurring through the adjacent subdivision to the north. The applicant also
 200 proposes a future connection to the existing Truman property to the north of Parcel B, which would
 201 provide secondary access to that parcel in the future. The applicant also proposes a fire-only access
 202 extending through Tract B along the eastern side of the subject site for the purpose of providing
 203 emergency access to the Hancock Communities at Rancho TruGold multi-family project to the east.
 204 This fire-only access will be memorialized in the future Re-Plat of Lot 2.

205

The project will be well landscaped using a palette of drought-tolerant plant species. A decorative Theme Wall will surround the site, while two (2) view wall configurations will be used adjacent to open space areas.

6' theme walls consisting of earth-tone single-score CMU and single-score CMU columns of a darker earth-tone color will be utilized throughout the site, with the exception of where the site abuts the adjacent Heritage Farm subdivision and the Truman property to the north. A coordinating view wall will be located adjacent to the open space areas. A separate entry monument consisting of stucco panel flanked by two faux stone columns will be located at the primary entrance along Sweetwater Avenue.

The SUDC requires that not less than 20% of the "net residential acreage" be set aside as open space. The net residential acreage is essentially the total amount of land taken up by the individual lots combined with the total open space. The applicant proposes an increase to 24% of the net residential area as open space overall, which exceeds the 20% requirement set forth in the SUDC. Within that open space will be a pocket park with tot-lot, ramada, picnic area, turf play area, and landscaping.

UTILITY AND SERVICES TABLE:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports multi-family residential development at densities greater than 8 DU/Ac. The PUD Overlays associated with the zoning of the property caps the lot yield at 139 lots for an overall density of 3.4 DU/Ac. The density most closely aligns with the Urban Neighborhood type and is consistent with the General Plan in this regard.

REVIEWING AGENCIES:

The subject request was routed to the standard reviewing agencies, who had not commented as of the writing of the Commission report. Since that time, staff received comment as summarized below:

Maricopa Water District (MWD): MWD states the proposed project will impact their facilities and requires the developer to enter into a Development Agreement with the District.

Flood Control District of Maricopa County (FCDMC): FCDMC states the eastern portion of the site lies within FEMA Flood Zones A and X, which triggers a requirement for a Floodplain Use Permit, or a CLOMR/LOMR.

Maricopa County Department of Transportation (MCDOT): MCDOT indicates no objection to the request, but points out that no right-of-way exists in front of the Paradise Honors School. MCDOT further states their understanding is that Paradise Honors will be primary taking access from Sweetwater with secondary access from 175th Avenue, and points out the potential for traffic congestion at 175th Avenue and Cactus Road.

Arizona Department of Transportation Right-of-Way (ADOT-ROW): ADOT-ROW states they have no issues or concerns with the project, but states that ADOT Engineering may have additional comments.

SUMMARY:

The Council is considering a related Zone Change request for the subject property. If approved the zoning of the property will be RM-9 PUD and RM-6 PUD. The subject Preliminary Plat meets the requirements of those zoning districts as modified by the PUD Overlays, in addition to other requirements as set forth in the SUDC.

FINDINGS:

- The proposed Preliminary Plat is consistent with the Surprise Unified Development Code except as modified by the associated PUD Overlays.
- The proposed Preliminary Plat is consistent with the proposed zoning of the property.
- The proposed Preliminary Plat advances the goals of the Surprise General Plan 2035.

COMMISSION

RECOMMENDATION:

Based on the findings noted above, should the Council approve the related Zone Change for Rancho TruGold being processed under FS18-386, the Commission recommends the Council **approve** the subject Preliminary Plat request, subject to stipulations 'a' through 'f' as outlined below:

- a. Development and use of the site shall be consistent with the Preliminary Plat entitled "Rancho Trugold Preliminary Plat", consisting of seven (7) sheets prepared by David Evans and Associates, Inc. and stamped received February 8, 2019.
- b. Landscaping of the site shall be consistent with the Landscape Plan entitled "Rancho Trugold Preliminary Landscape Plan", consisting of six (6) sheets prepared by RVI Planning + Landscape Architecture and stamped received February 8, 2019.

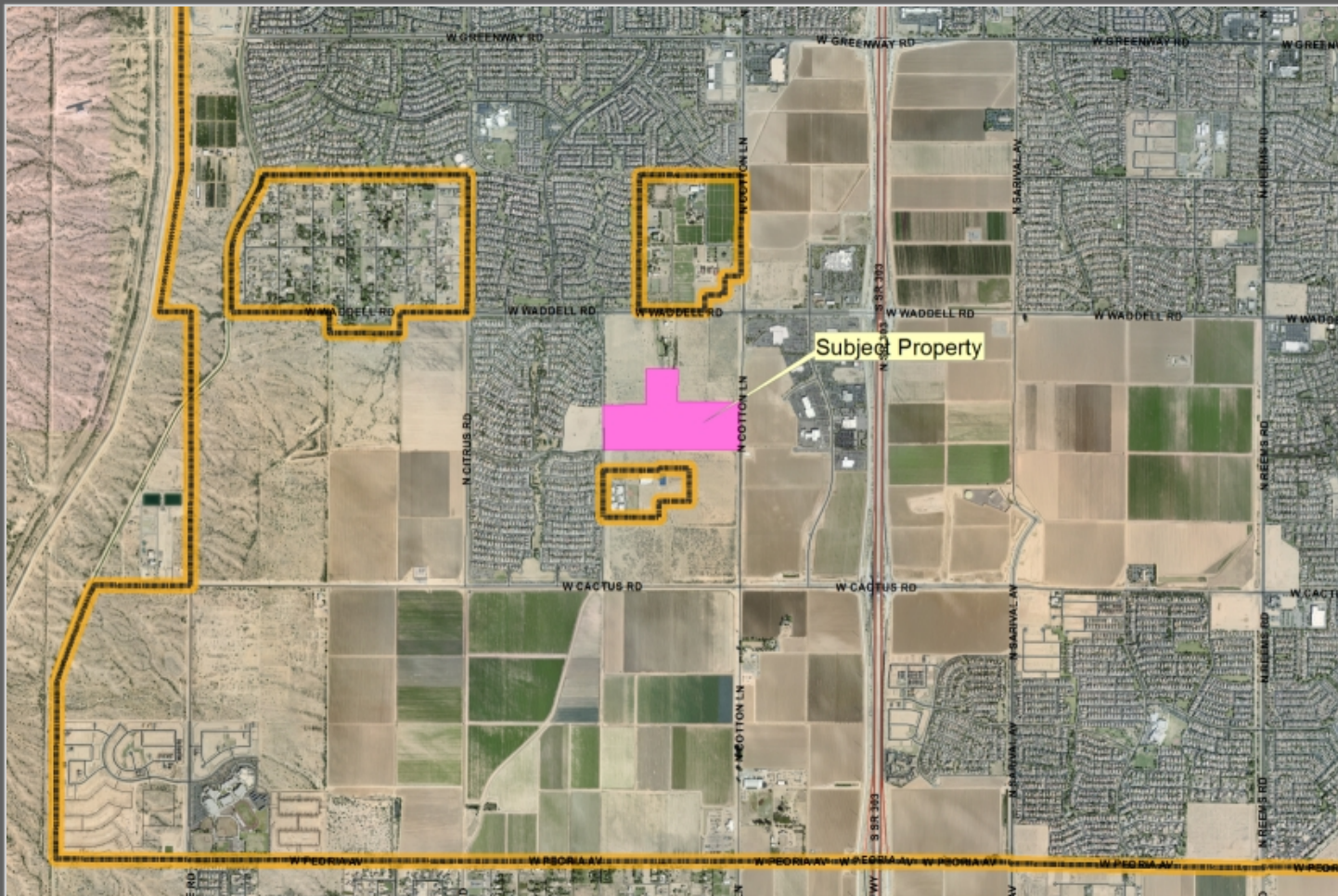
- c. If the medians for Sweetwater Avenue cannot be constructed by this project, the developer is responsible for in-lieu payment covering one half the costs of the required median/landscape improvements.
- d. All civil comments, per letter dated February 25, 2019 on file with Engineering Services of Public Works, shall be addressed and civil documents approved by city staff prior to final plat approval and issuance of civil construction permits.
- e. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.
- f. Non-compliance with the approved plan for this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

However, should the Council wish to deny of the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

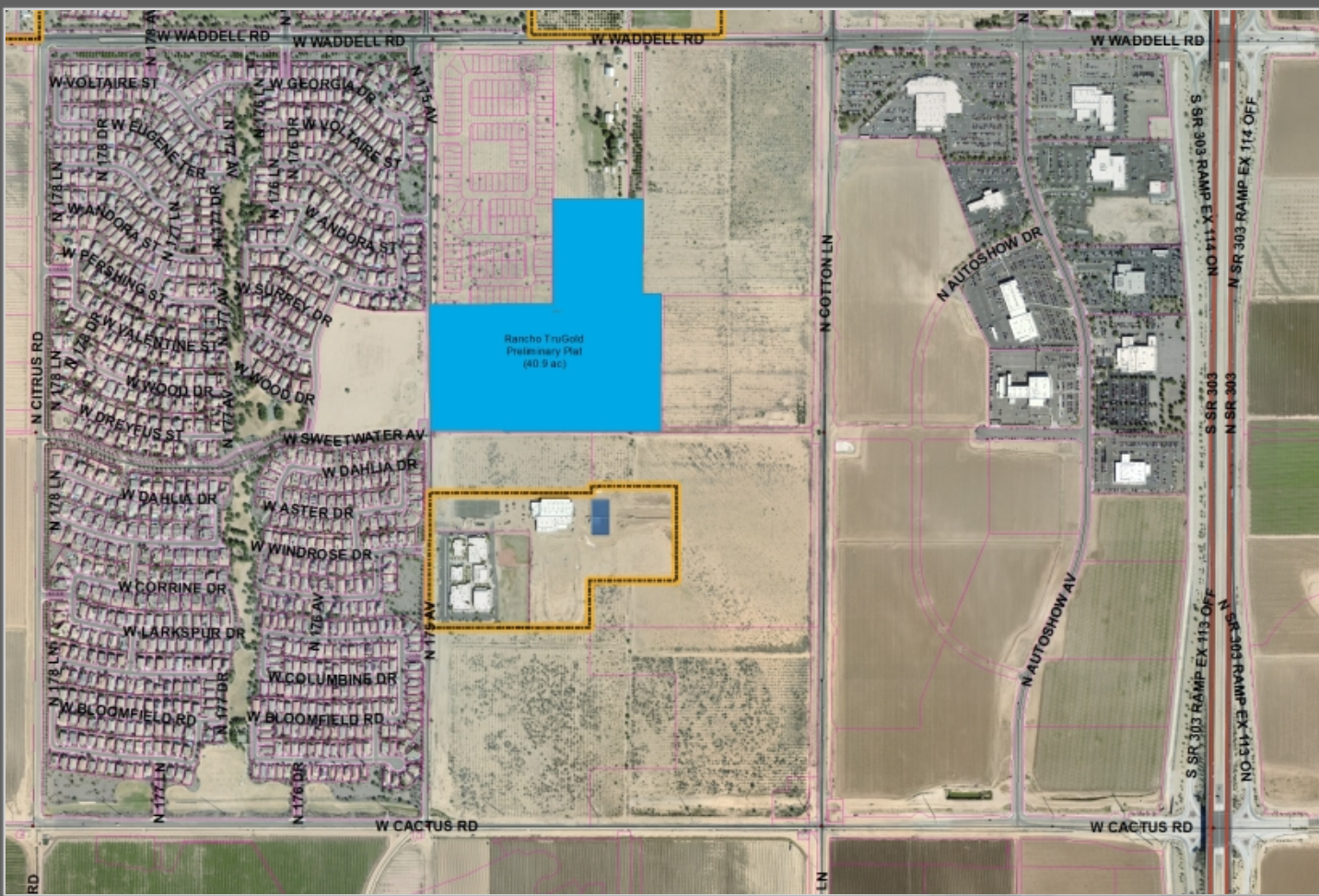
- 01 Rancho Trugold Joint Vicinity Map
- 02 Rancho TruGold Preliminary Plat Case Map
- 03 Rancho TruGold Preliminary Plat
- 04 Rancho TruGold Preliminary Landscape Plans
- 05 Rancho TruGold Colorized Landscape and Wall Exhibit
- 06 Rancho Trugold Citizen Participation Report (redacted)
- 07 Rancho Trugold Outreach emails (redacted)

Rancho TruGold Vicinity Map





Rancho TruGold Preliminary Plat Case Map



RANCHO TRUGOLD
PRELIMINARY PLAT
SURPRISE, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION

PARCEL NO. 1:

A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 1715.99 FEET THEREOF; AND

EXCEPT ANY PORTION LYING WITHIN PARCEL NO. 6, DESCRIBED BELOW

PARCEL NO 2:

THE WEST 100 FEET OF THE NORTH 1715.99 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 1083 FEET THEREOF.

PARCEL NO. 3:

THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN PARCEL NO. 4, DESCRIBED BELOW; AND

EXCEPT THE WEST 810 FEET OF THE NORTH 1,775.40 FEET OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 14.

PARCEL NO. 4:

A PORTION OF THE EAST HALF OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 14, MONUMENTED BY A 3 INCH MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FLUSH, STAMPED WITH AN "X", FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 14, MONUMENTED BY A 1 INCH IRON BAR BEARS, AS A BASIS OF BEARINGS, SOUTH 00 DEGREES 23 MINUTES 49 SECONDS WEST, A DISTANCE OF 5,281.13 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 49 SECONDS WEST ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, A DISTANCE OF 2,244.32 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS SOUTH 89 DEGREES 36 MINUTES 11 SECONDS EAST, A DISTANCE OF 150.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 57 MINUTES 02 SECONDS, AN ARC DISTANCE OF 7.72 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 02 DEGREES 33 MINUTES 13 SECONDS EAST, A DISTANCE OF 186.53 FEET TO THE BEGINNING OF A TANGENT URVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS SOUTH 87 DEGREES 26 MINUTES 47 SECONDS WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 57 MINUTES 02 SECONDS, AN ARC DISTANCE OF 7.72 FEET TO A POINT OF TANGENCY ON A LINE PARALLEL WITH AND 10.00 FEET EASTERLY OF THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14;

THENCE SOUTH 00 DEGREES 23 MINUTES 49 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 194.79 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 59 MINUTES 54 SECONDS WEST ALONG SAID EAST-WEST MID-SECTION LINE, A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14;

THENCE NORTH 00 DEGREES 23 MINUTES 49 SECONDS EAST ALONG SAID NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 396.59 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 5:

THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 810 FEET THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 1083 FEET THEREOF.

LEGAL DESCRIPTION (CONTINUED)

PARCEL NO. 6:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

COMMENCING AT A BRASS CAP FLUSH AT THE EAST QUARTER-CORNER OF SAID SECTION 14, FROM WHICH A BRASS CAP FLUSH AT THE CENTER QUARTER-CORNER OF SAID SECTION 14 BEARS SOUTH 89 DEGREES 48 MINUTES 53 SECONDS WEST, 2643.93 FEET;

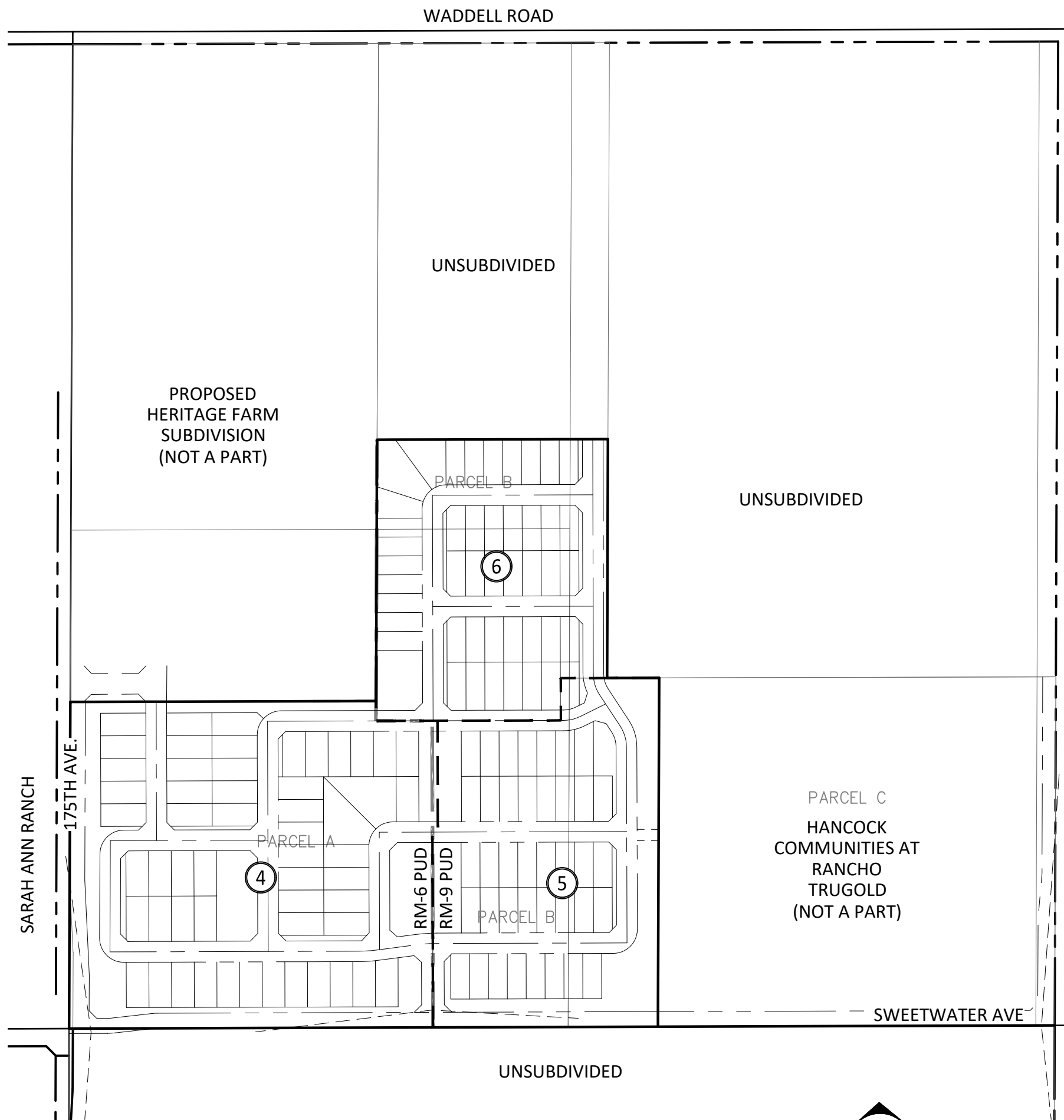
THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, SOUTH 89 DEGREES 48 MINUTES 53 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 48 MINUTES 53 SECONDS WEST, 1051.02 FEET;

THENCE NORTH 0 DEGREES 12 MINUTES 15 SECONDS EAST, 924.07 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, 1050.97 FEET;

THENCE SOUTH 0 DEGREES 12 MINUTES 04 SECONDS WEST, 923.56 FEET TO THE POINT OF BEGINNING.



KEY MAP

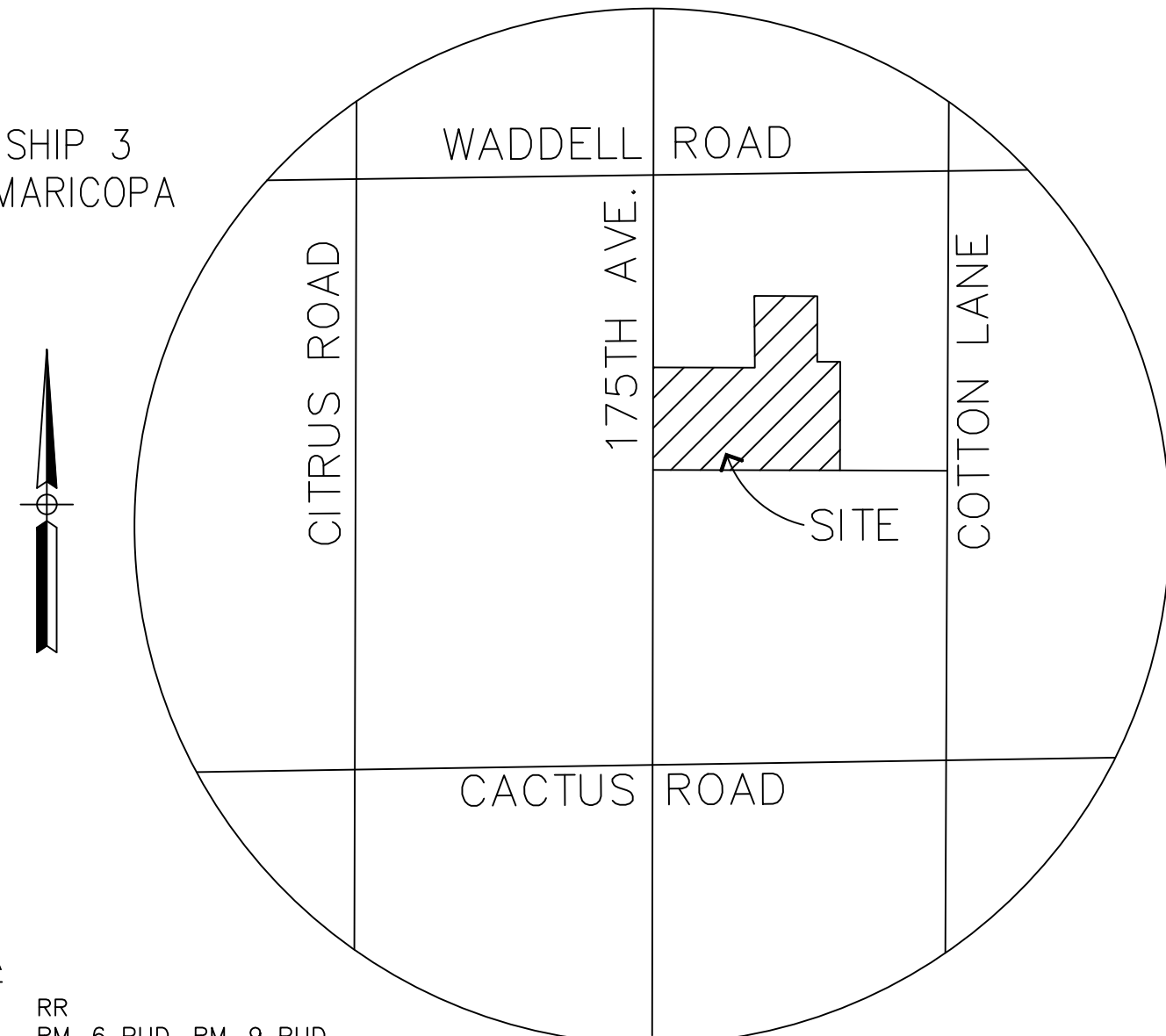
SCALE: 1"=300'

FLOOD ZONE CERTIFICATION

THIS IS TO CERTIFY THAT A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN THE ZONE "A" FLOOD HAZARD AREA AS DEPICTED ON THE PLAT OF SURVEY AND THAT THE REMAINDER OF THE SURVEYED PROPERTY IS LOCATED WITHIN THE SHADED ZONE "X" FLOOD HAZARD AREA PER FIRM MAP PANEL NUMBER 04013C1660L DATED OCTOBER 16, 2013, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). THE FLOOD ZONE BOUNDARY IS LOCATED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY.

ZONE "A" AS DEFINED BY FEMA IS:
SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED.

SHADED ZONE "X" AS DEFINED BY FEMA IS:
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.



VICINITY MAP

SECTION 14, T3N, R2W
NTS

SITE DATA

EXISTING ZONING: RR
PROPOSED ZONING: RM-6 PUD, RM-9 PUD
GROSS AREA: 40.89 AC
NET AREA: 38.66 AC
LOT COUNT: 139 LOTS
GROSS DENSITY: 3.4 DU/AC

	RM-6 PUD		RM-9 PUD		TOTAL	
Site Data Acreage Calcs	Square Feet	Acreage	Square Feet	Acreage	Square Feet	Acreage
Open Space	154,556	3.55	173,444	3.98	328,000	7.53
Internal Roads	182,688	4.19	237,683	5.46	420,371	9.65
Perimeter Roads	73,244	1.68	23,835	0.55	97,079	2.23
Lots	413,297	9.49	522,350	11.99	935,647	21.48
Total	823,785	18.91	957,312	21.98	1,781,097	40.89

RM-6 PUD & RM-9 PUD Open Space		
	RM-6 PUD	RM-9 PUD
Gross acreage	18.91	21.98
Net Residential Area (AC)	13.04	15.97
20% Requirement (AC)	2.61	3.19
Actual (AC)	3.55	3.94
Actual %	27.22%	24.92%

Development Standard	RM-6 City Base Standard	Proposed RM-6 PUD Standard	RM-9 City Base Standard	Proposed RM-9 PUD Standard
Maximum Density	6.0	2.9 (decrease in density)	9.0	3.8 (decrease in density)
Minimum Lot Area (sf)(1)	6,000	7,000 (increase in lot area)	4,500	5,900 (increase in lot area)
Minimum Lot Width (ft)	50	60 (increase in lot width)	40	50 (increase in lot width)
Minimum Lot Depth (ft)	100	100	100	100
Minimum Front Yard Setback (ft) (livable area/ front-facing garage)	12/20	12/20	12/20	12/20
Minimum Side Yard Setback (ft)	TBD	5	TBD	5
Minimum Rear Yard Setback (ft)	20	20	20	20
Maximum Building Height (ft)	35	35	35	35
Driveway Width Percentage	30%	45%	30%	45%
Driveway Area Percentage	30%	45%	30%	45%

OWNER
JOHN C. AND HELEN G. TRUMAN TRUST
PO BOX 145
WADDELL, AZ 85355
CONTACT: JAMES S. TRUMAN
PHONE: (602) 320-3355

PLANNER

LVA URBAN DESIGN STUDIO
120 SOUTH ASH AVENUE
TEMPE, ARIZONA 85281
CONTACT: MARK REDDIE
PHONE: (480) 994-0994

ENGINEER

DAVID EVANS AND ASSOCIATES, INC.
4600 EAST WASHINGTON STREET, SUITE 250
PHOENIX, ARIZONA 85034
PHONE: (602) 678-5151
FAX: (602) 678-5155
CONTACT: RAMZI GEORGES, PE
e-mail: ryg@dea-inc.com

SHEET INDEX

- COVER SHEET/KEY MAP
- DETAILS AND SECTIONS
- LOT AREA TABLES
- PRELIMINARY PLAT
- STRIPING DETAILS

BASIS OF BEARING

SOUTH 89°48'58" WEST, THE MEASURED BEARING BETWEEN A FOUND CITY OF SURPRISE BRASS CAP AT THE INTERSECTION OF CACTUS ROAD AND COTTON LANE AND A FOUND CITY OF SURPRISE BRASS CAP AT THE INTERSECTION OF CACTUS ROAD AND 175TH AVENUE, AS SHOWN HEREON, UTILIZING THE LEICA SMARTNET GPS NETWORK.

RELATIVE TO MARICOPA COUNTY, ARIZONA LOW DISTORTION PROJECTION

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 1983
PROJECTION TYPE: LAMBERT CONFORMAL CONIC (SINGLE PARALLEL)

LATITUDE OF ORIGIN: 33°15'00" N
CENTRAL MERIDIAN: 112°15'00" W
FALSE NORTHING: 1,500,000.000 ift
FALSE EASTING: 2,500,000.000 ift
STANDARD PARALLEL SCALE: 1.000045 (EXACT)

BENCHMARK

2 INCH CITY OF SURPRISE BRASS DISK WITH RAISED DATUM POINT - MARKED CITY OF SURPRISE BENCHMARK COT1 2009.7 - LOCATED ON TOP OF DRAINAGE SCUPPER APPROXIMATELY 700 FEET NORTH OF THE INTERSECTION OF CACTUS ROAD AND COTTON LANE ON THE EAST SIDE OF COTTON LANE.

ELEVATION 1248.65 NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88)

LEGEND

- CENTERLINE
- RIGHT OF WAY
- PROPERTY LINE
- EASEMENT
- E ELECTRICAL
- G GAS
- SS SANITARY SEWER
- T TELEPHONE
- W WATER
- OHE OVERHEAD ELECTRIC
- FLOW LINE
- STORM DRAIN
- S SEWER MANHOLE
- O UTILITY POLE / RISER
- CB CATCH BASIN
- SDM STORM DRAIN MANHOLE
- SIGN
- FIRE HYDRANT
- GRADE BREAK
- SVE SIGHT VISIBILITY EASEMENT
- SDE SIGHT DISTANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- MATCH LINE
- ENTRY MONUMENT

DESIGNED BY: JCF
DRAWN BY: JCF
CHECKED BY: RYG
DATE: 2/2019

PROJECT MANAGER: RAMZI GEORGES, P.E.

DAVID EVANS AND ASSOCIATES INC.
4600 E Washington Street, Suite 250
Phoenix Arizona 85034
Phone: 602.678.5151

REGISTERED PROFESSIONAL ENGINEER
No. 37287
Signed 2/16/19
ARIZONA U.S.A.

PRELIMINARY PLAT
FOR
RANCHO TRUGOLD
CITY OF SURPRISE, ARIZONA

CASE #:
FS18-434

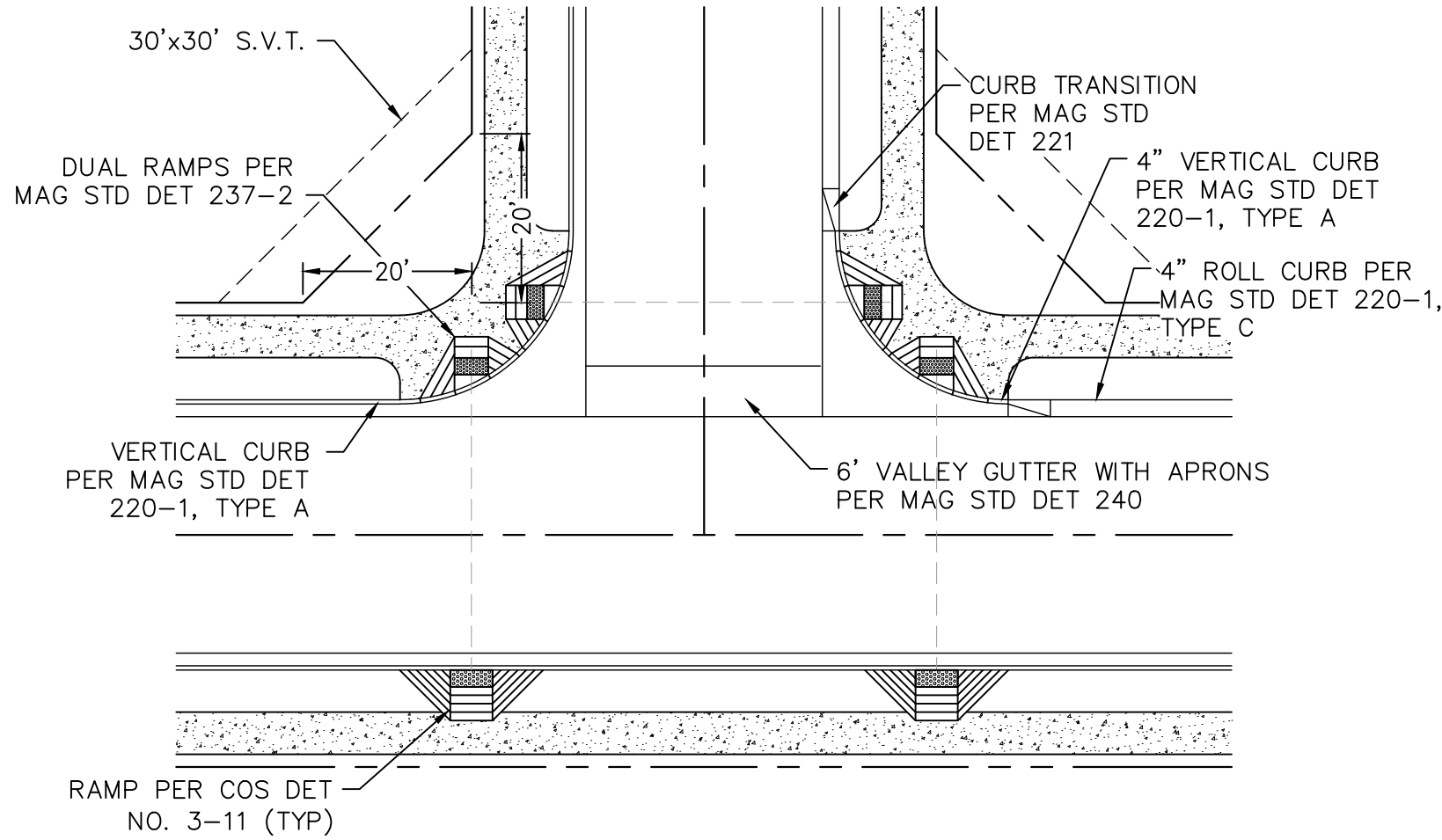
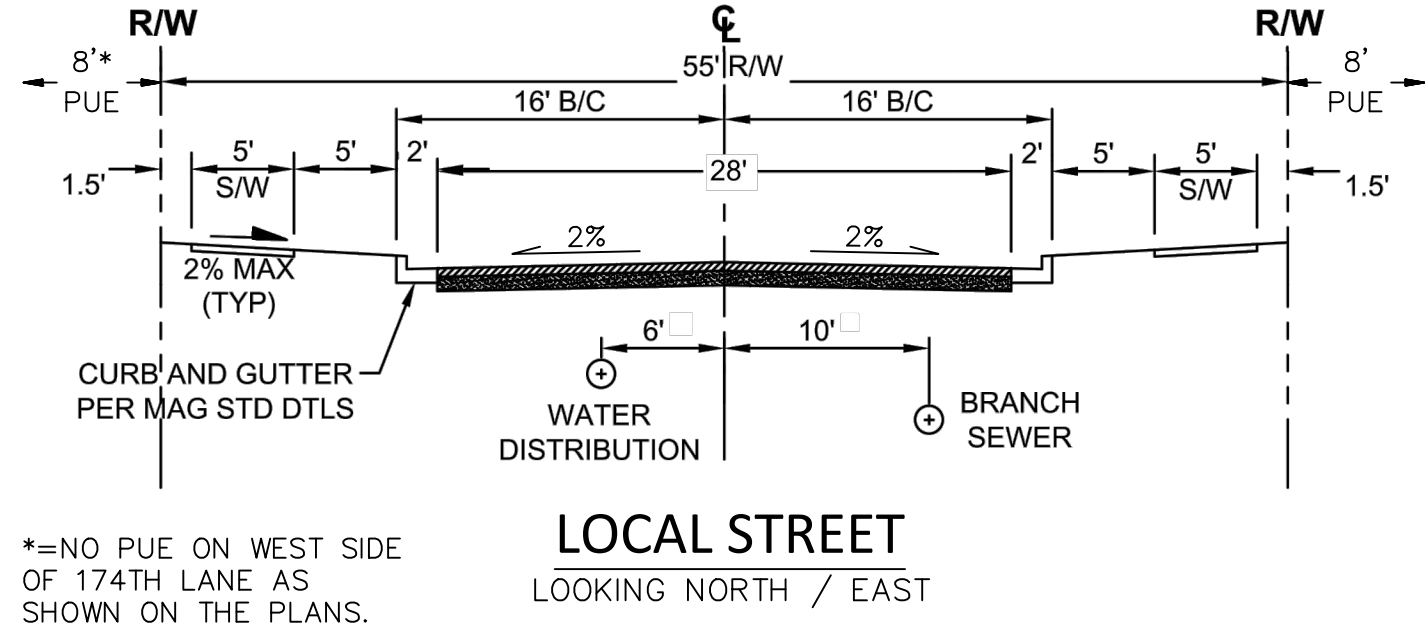
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TWN: 3N
RANGE: 2W

JOB NO.:
JCHG0001

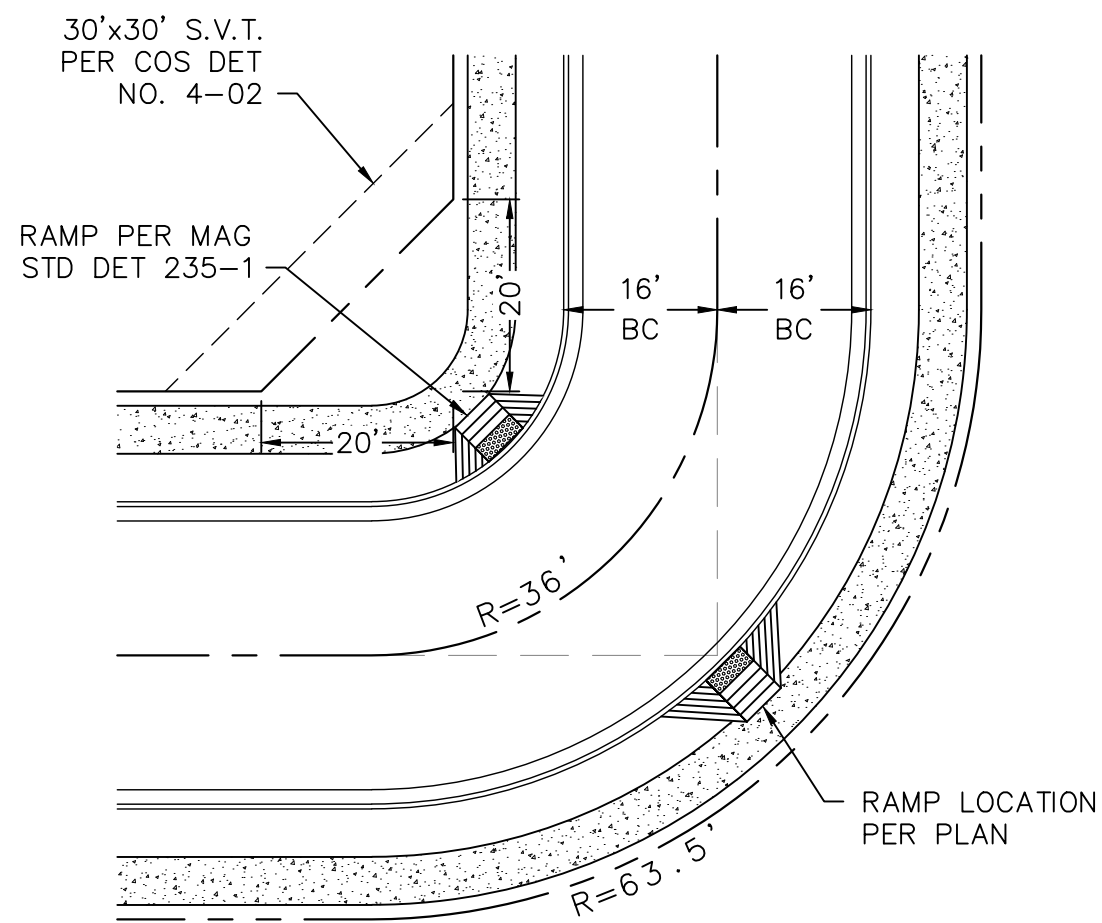
SHEET
1 OF 7

REVISED: 1/18/2019

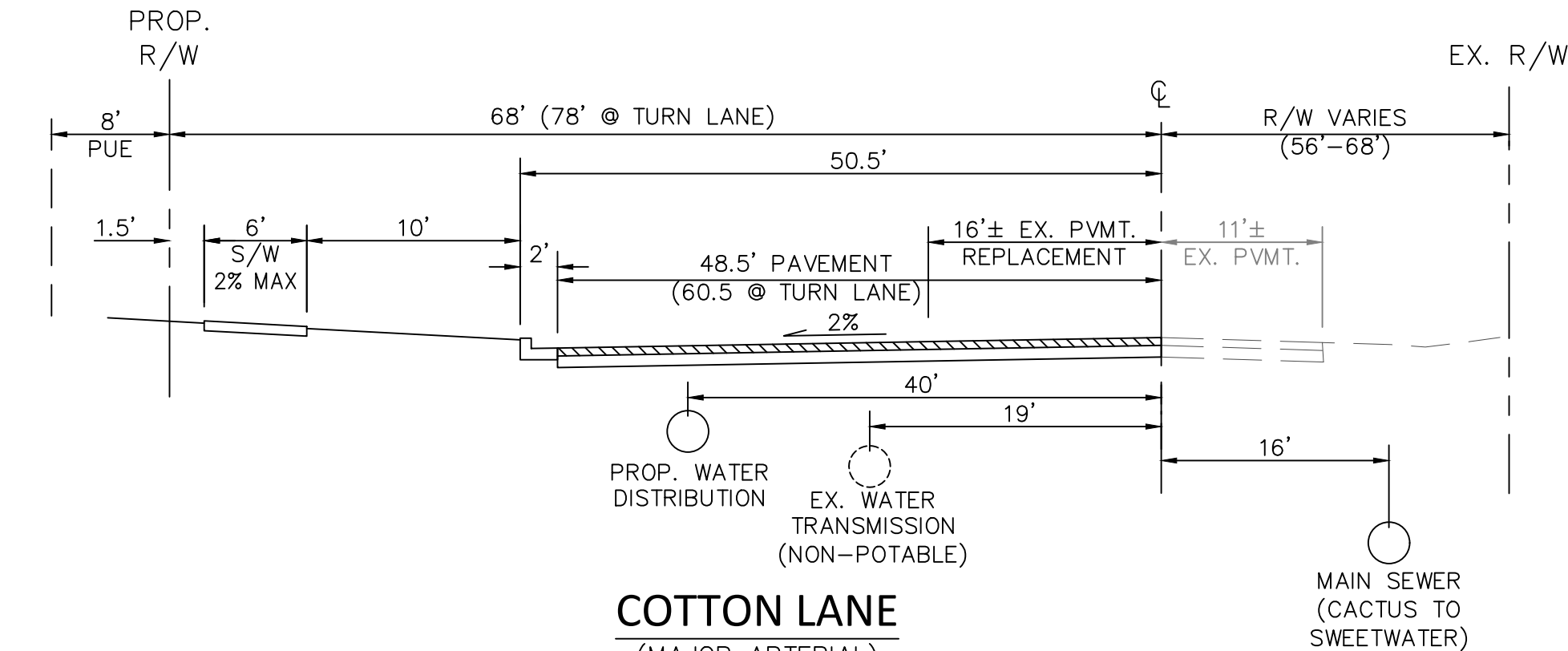




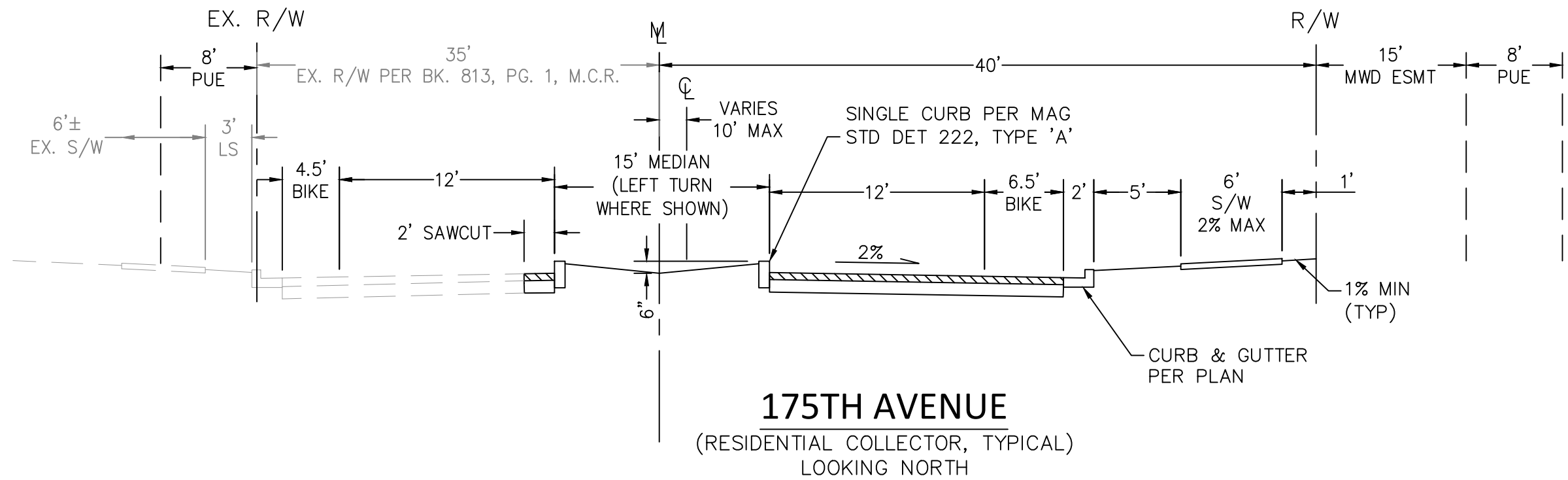
TYPICAL T-INTERSECTION GEOMETRY
LOCAL RESIDENTIAL STREETS
1"=20'



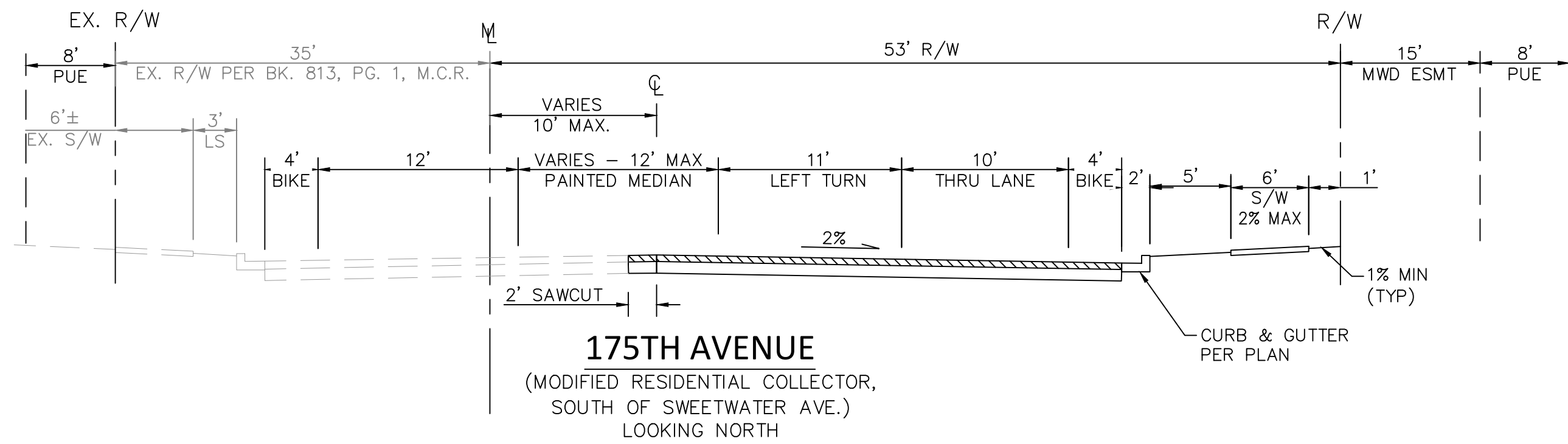
TYPICAL ELBOW GEOMETRY
1"=20'



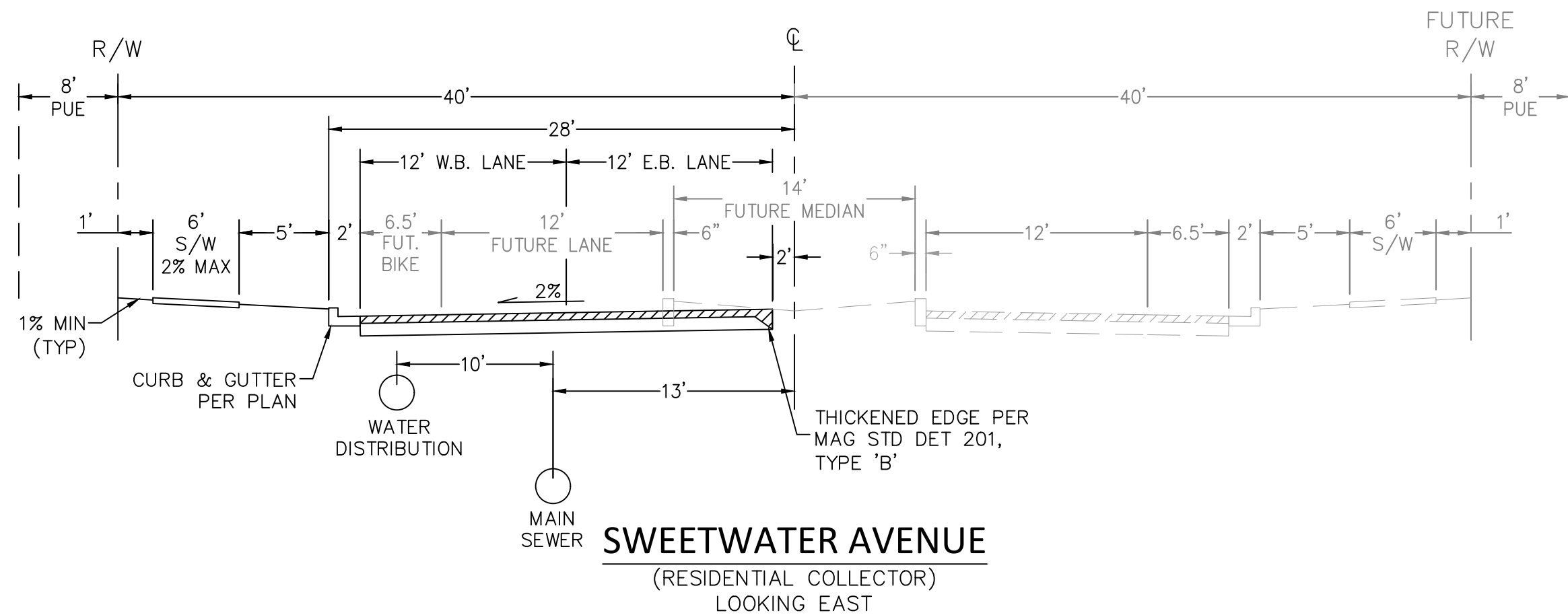
COTTON LANE
(MAJOR ARTERIAL)
LOOKING NORTH



175TH AVENUE
(RESIDENTIAL COLLECTOR, TYPICAL)
LOOKING NORTH



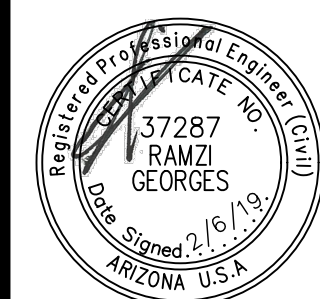
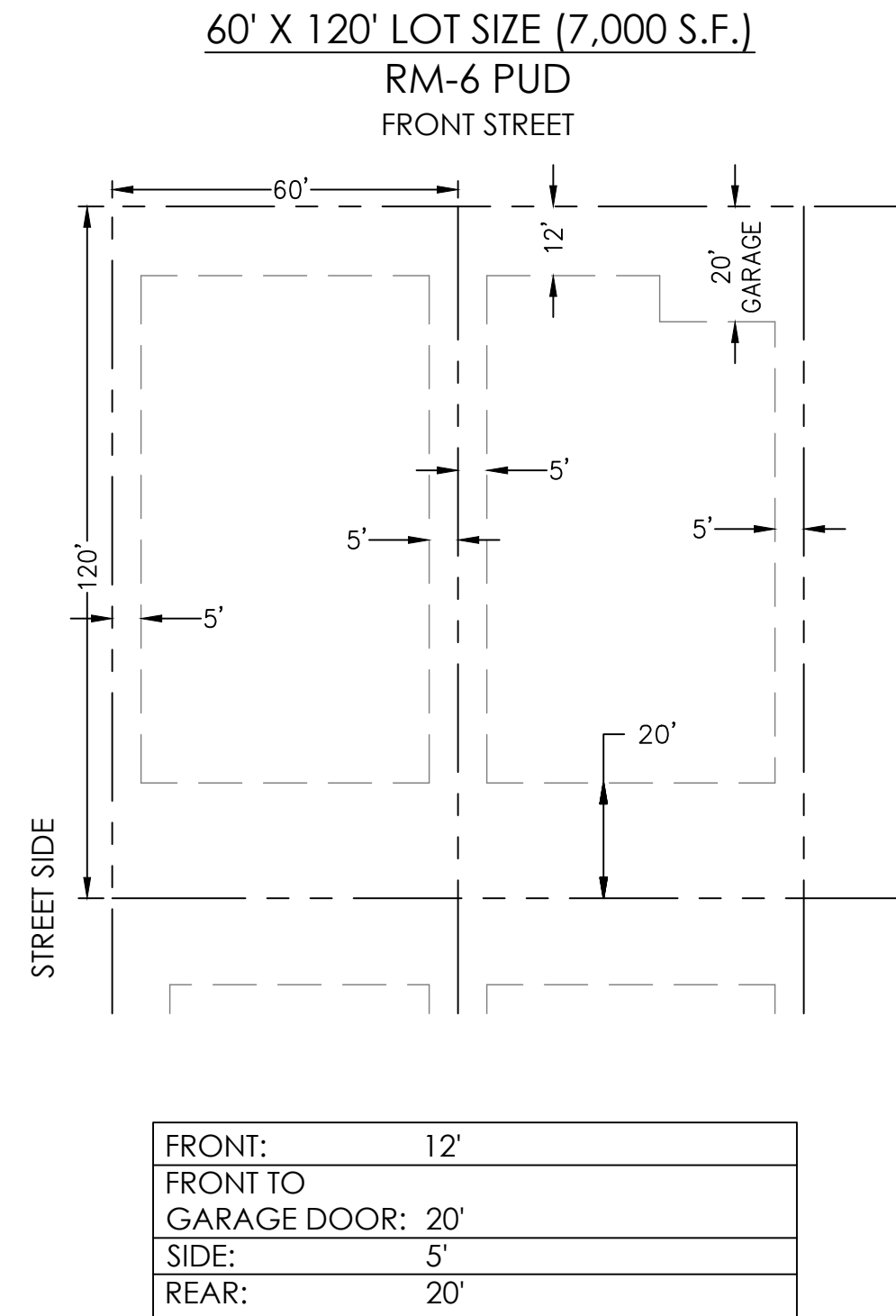
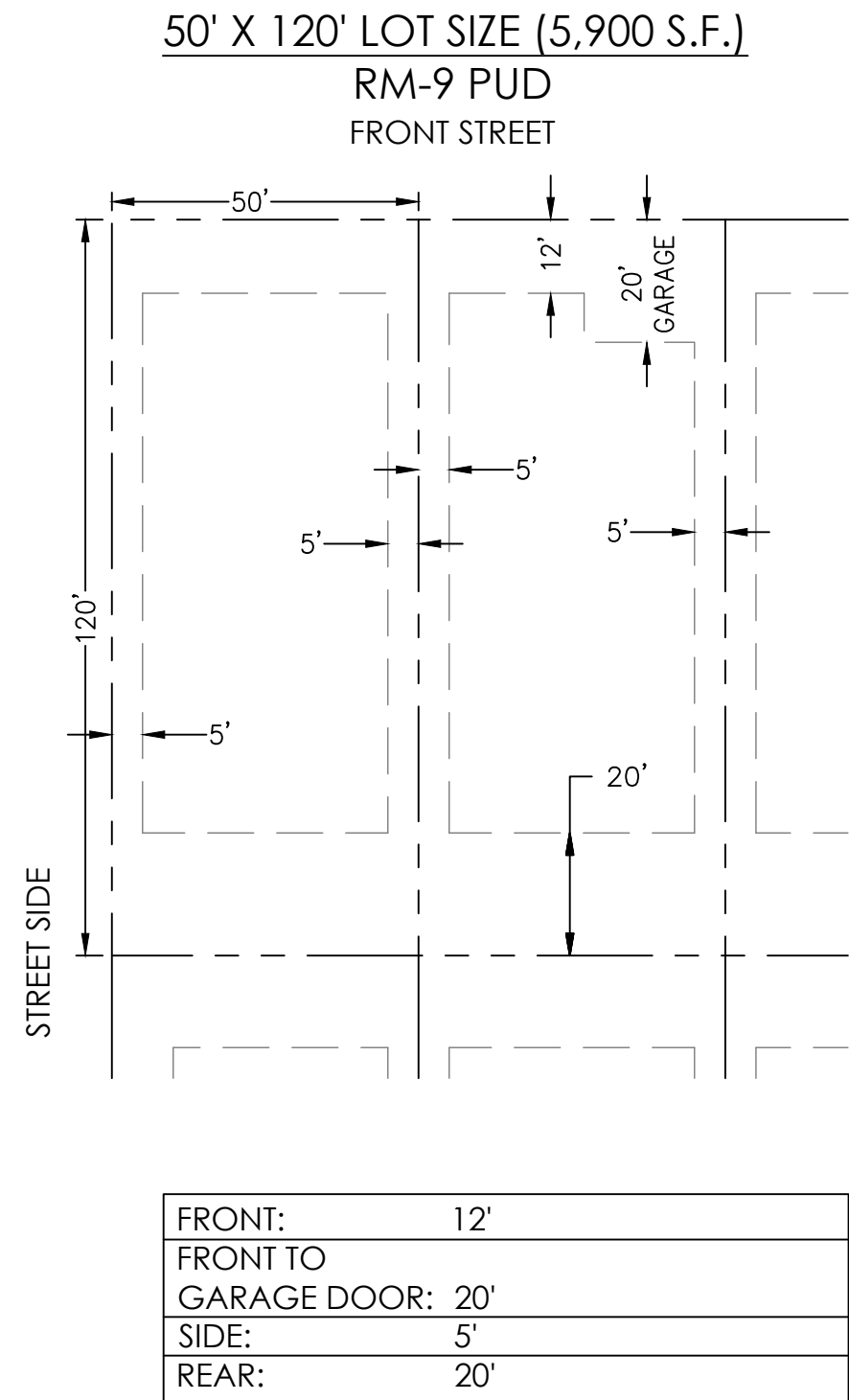
175TH AVENUE
(MODIFIED RESIDENTIAL COLLECTOR,
SOUTH OF SWEETWATER AVE.)
LOOKING NORTH



SWEETWATER AVENUE
(RESIDENTIAL COLLECTOR)
LOOKING EAST

TRACT TABLE

TRACT TABLE		
TRACT NAME	AREA (AC)	PURPOSE
A	1.550	OPEN SPACE, DRAINAGE, WATER EASEMENT, SEWER EASEMENT, AND COMMUNITY AMENITIES
B	2.199	OPEN SPACE, DRAINAGE, ACCESS EASEMENT AND COMMUNITY AMENITIES
C	0.590	OPEN SPACE, DRAINAGE AND COMMUNITY AMENITIES
D	1.047	OPEN SPACE, DRAINAGE AND COMMUNITY AMENITIES
E	0.622	OPEN SPACE, DRAINAGE AND COMMUNITY AMENITIES
F	0.205	OPEN SPACE AND COMMUNITY AMENITIES
G	0.803	OPEN SPACE, DRAINAGE AND COMMUNITY AMENITIES
H	0.054	OPEN SPACE AND COMMUNITY AMENITIES
I	0.028	OPEN SPACE AND COMMUNITY AMENITIES
J	0.048	OPEN SPACE AND COMMUNITY AMENITIES
K	0.031	OPEN SPACE AND COMMUNITY AMENITIES
L	0.048	OPEN SPACE AND COMMUNITY AMENITIES
M	0.048	OPEN SPACE AND COMMUNITY AMENITIES
N	0.072	OPEN SPACE AND COMMUNITY AMENITIES
O	0.074	OPEN SPACE AND COMMUNITY AMENITIES
P	0.050	OPEN SPACE AND COMMUNITY AMENITIES
Q	0.059	OPEN SPACE AND COMMUNITY AMENITIES
TOTAL		7.528



DETAILS & SECTIONS
FOR
RANCHO TRUGOLD
CITY OF SURPRISE, ARIZONA

CASE #:
FS18-434

SECTION: 14
TWNHP: 3N
RANGE: 2W

JOB NO.:
JCHG0001

SHEET
2 OF 7



LOT AREA TABLE	
LOT #	AREA (SF)
1	5,996
2	6,000
3	6,000
4	6,000
5	6,000
6	6,000
7	6,000
8	6,000
9	5,961
10	6,000
11	6,000
12	6,000
13	6,000
14	6,000
15	6,000
16	6,000
17	6,000
18	6,000
19	6,000
20	6,000
21	6,000
22	6,000
23	6,000
24	5,961
25	5,950
26	6,000
27	6,000
28	6,000
29	6,000
30	6,000
31	6,000
32	6,000
33	6,000
34	6,000
35	6,000
36	6,000
37	6,000
38	6,032
39	6,631
40	6,196
41	6,370
42	6,370
43	6,370
44	6,370
45	6,370
46	6,320
47	5,950
48	6,000
49	6,000
50	6,000

LOT AREA TABLE	
LOT #	AREA (SF)
51	6,000
52	6,000
53	5,950
54	5,950
55	6,000
56	6,000
57	6,000
58	6,000
59	6,000
60	5,950
61	5,950
62	6,000
63	6,000
64	6,000
65	6,000
66	6,000
67	5,950
68	5,964
69	6,000
70	6,000
71	6,000
72	6,000
73	6,000
74	6,000
75	11,003
76	14,621
77	7,709
78	6,016
79	6,032
80	6,049
81	6,065
82	6,081
83	6,097
84	6,113
85	7,172
86	7,200
87	7,200
88	7,200
89	7,200
90	7,200
91	7,200
92	16,341
93	14,833
94	7,200
95	7,200
96	7,200
97	7,182
98	7,188
99	7,200
100	7,200

LOT AREA TABLE	
LOT #	AREA (SF)
101	7,200
102	7,200
103	7,200
104	7,200
105	7,556
106	7,200
107	7,200
108	7,200
109	7,150
110	7,150
111	7,200
112	7,200
113	7,200
114	7,200
115	7,200
116	7,200
117	7,200
118	7,200
119	7,150
120	7,181
121	7,200
122	7,200
123	7,200
124	7,200
125	7,200
126	7,200
127	7,189
128	7,200
129	7,200
130	7,200
131	7,200
132	7,200
133	7,200
134	7,200
135	7,200
136	7,200
137	7,200
138	7,236
139	7,569



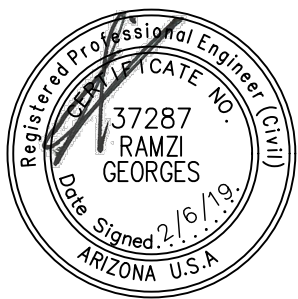
LOT AREA TABLE
FOR
RANCHO TRUGOLD
CITY OF SURPRISE, ARIZONA

CASE #:
FS18-434

SECTION: 14
TWNSHP: 3N
RANGE: 2W

JOB NO.:
JCHG0001

SHEET
3 OF 7



DE **DAVID EVANS**
AND ASSOCIATES INC.
4600 E Washington Street, Suite 250
Phoenix Arizona 85034
Phone: 602.678.5151

DESIGNED BY: JCF
DRAWN BY: JCF
CHECKED BY: RYG
DATE: 2/2019

PROJECT MANAGER: RAMZI GEORGES, P.E.

P:\CHG00000001\0400CAD\PL\CHG000001.dwg jcf Feb 06, 2019 11:04:34am

W. WADDELL ROAD

N 1/4 COR. SEC. 14
T3N, R2W, G&SRM
FD BRASS CAP

SECONDARY ACCESS THROUGH HERITAGE FARM DEVELOPMENT
(CURRENTLY UNDER CONSTRUCTION)

NOT A PART

N89°50'33"E 810.02'

MATCH SHEET 6

TRACT G

RM-9 PUD

RM-6 PUD

MWD 15' CROSS-CUT
ESMT AND PIPELINE
MCR NO. 2006-0988452

N 175TH AVENUE

865.41'

35' EX.
R/W

40' EX.
R/W

5007248'W

8' PUE

55' R/W

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

8' PUE

MWD 40' LATERAL 6
SUBLATERAL D EASEMENT
BK 14, PG 35;
BK 24, PG 3;
BK 287, PGS. 282-287
MCR NO. 2004-1090830

TRACT A

8' TEMPORARY ELEC EASEMENT
DOC. NO. 2009-0650144, MCR
(TO BE RELEASED)

MWD 20' CROSS-CUT
ESMT AND PIPELINE
MCR NO. 2006-0988452
(TO BE REVISED)

MWD 15' CROSS-CUT
ESMT AND PIPELINE
MCR NO. 2006-0988452

S 1/4 COR. SEC. 14
T3N, R2W, G&SRM
FD BRASS CAP

W. CACTUS ROAD

W. VALENTINE ST.

30'x30' SVE
(TYP)

TRACT C

W. DREYFUS ST.

W. SWEETWATER AVENUE

S89°48'53"W 2376.81'

NOT A PART

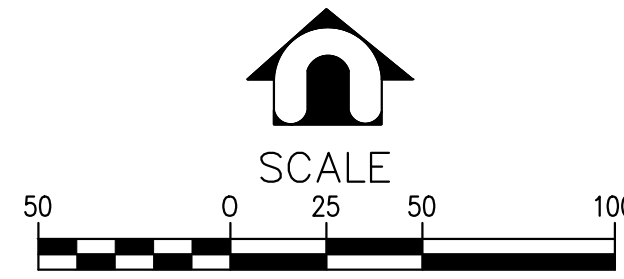
MATCH SHEET 5

TRACT E

TRACT D

TRACT O

TRACT B



PRELIMINARY PLAT

FOR

RANCHO TRUGOLD

CITY OF SURPRISE, ARIZONA

CASE #:
FS18-434

SECTION: 14
TNSHP: 3N
RANGE: 2W

JOB NO.:
JCHG0001

SHEET
4 OF 7

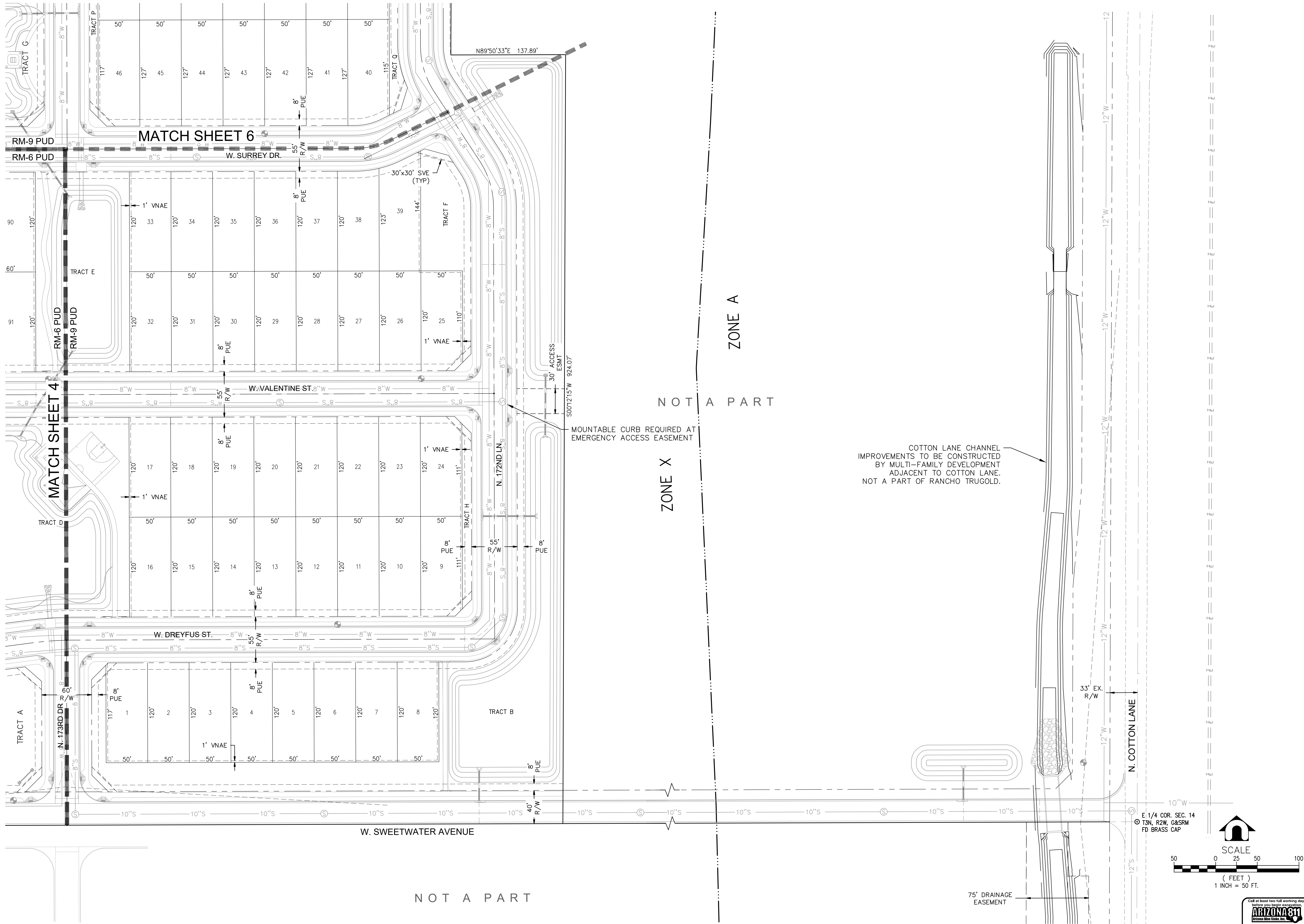
REVIS: 1/18/2019



DAVID EVANS
AND ASSOCIATES, INC.
4600 E Washington Street, Suite 250
Phoenix, Arizona 85034
Phone: 602.678.5151

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DATE: 2/2019

PROJECT MANAGER: RAMZI GEORGES, P.E.



PRELIMINARY PLAT
FOR
RANCHO TRUGOLD
CITY OF SURPRISE, ARIZONA

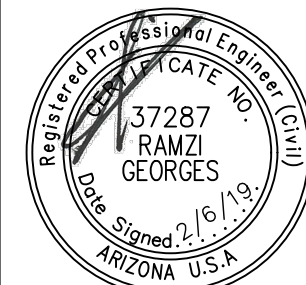
CASE #:
FS18-434

SECTION: 14
TOWNSHIP: 3N
RANGE: 2W

JOB NO.:
JCHG0001

SHEET
5 OF 7

REVISOR: 1/18/2019

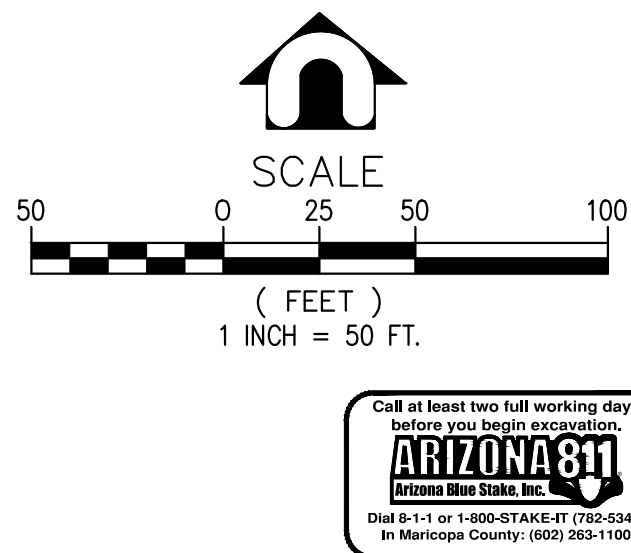
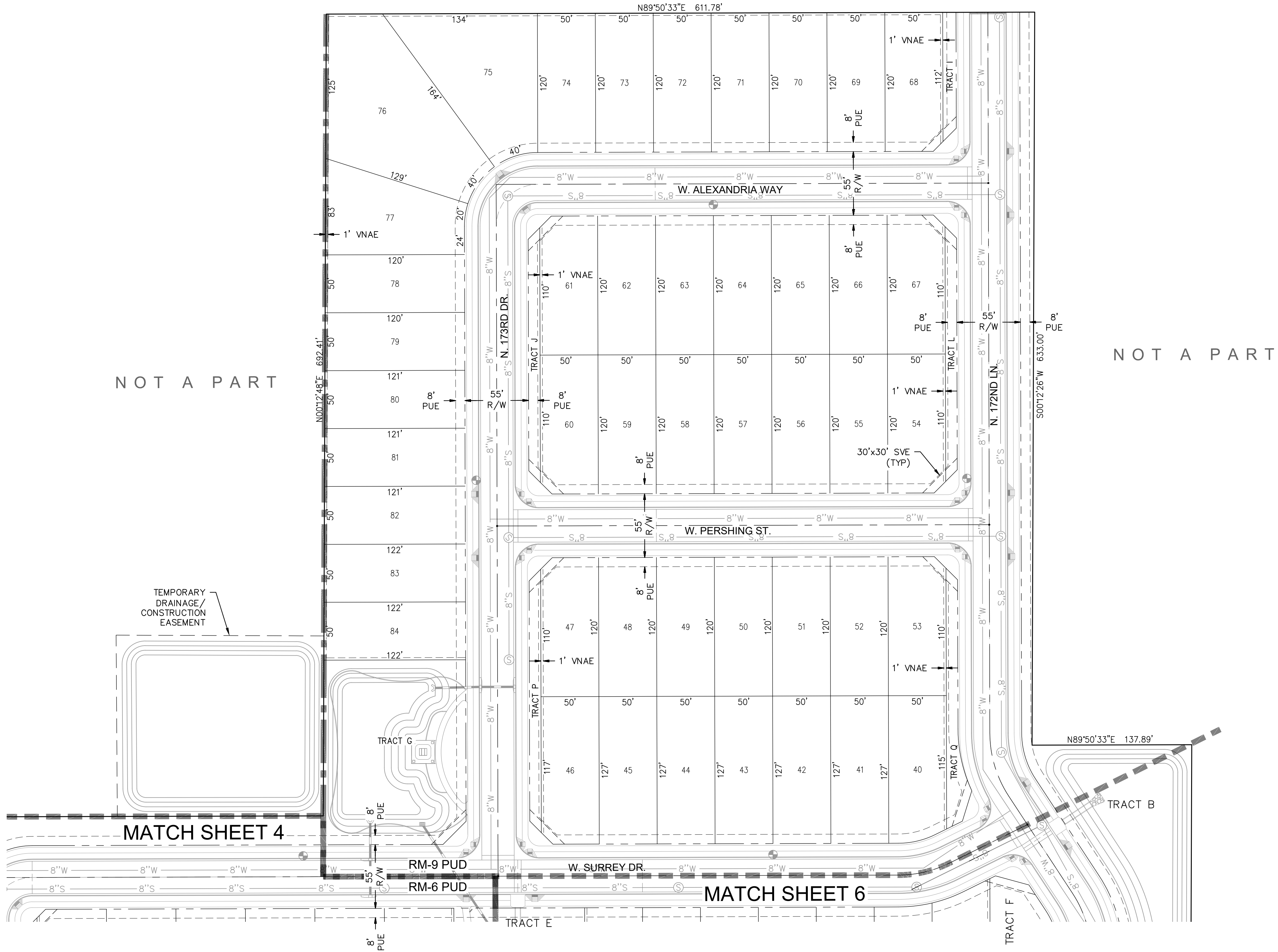


DAVID EVANS AND ASSOCIATES INC.
4600 E Washington Street, Suite 250
Phoenix, Arizona 85034
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RAMZI GEORGES, P.E.



PRELIMINARY PLAT
FOR
RANCHO TRUGOLD
CITY OF SURPRISE, ARIZONA

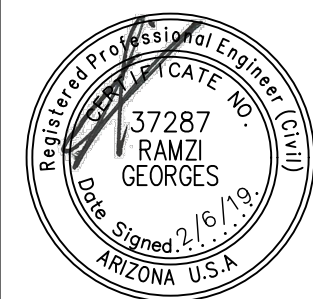
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FS18-434

SECTION: 14
TOWNSHIP: 3N
RANGE: 2W

JOB NO.:
JCHG0001

SHEET
6 OF 7

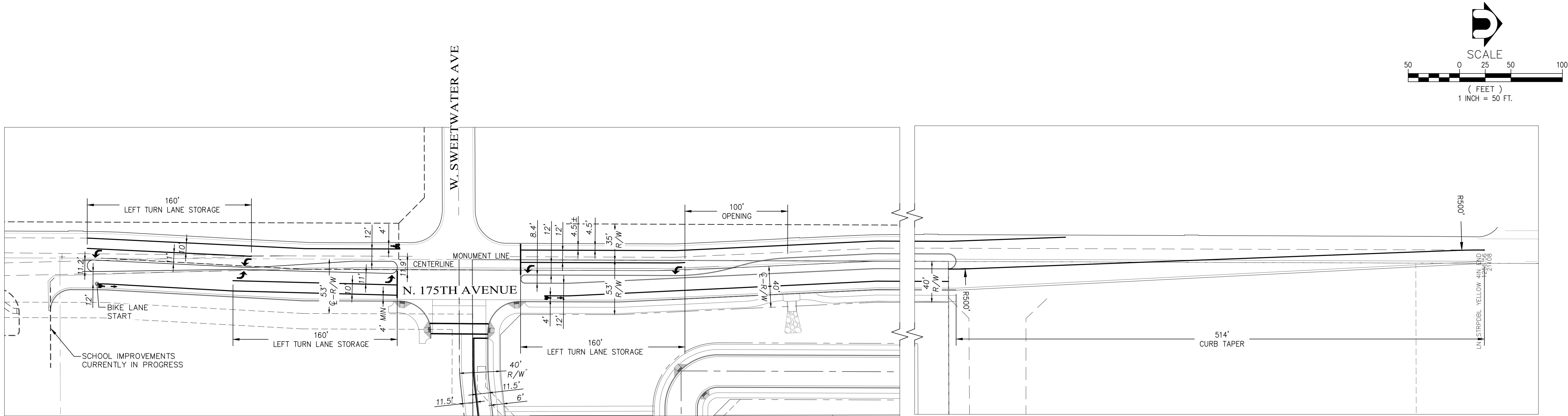
REVISED: 1/18/2019



**DAVID EVANS
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4600 E Washington Street, Suite 250
Phoenix, Arizona 85034
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PROJECT MANAGER: RAMZI GEORGES, P.E.

P:\JCHG000000001\0400CAD\PL\SHEETS\PR-05-JCHG0001.dwg jcf Feb 06, 2019 11:05:43am



175TH AVE. & SWEETWATER STRIPING DETAIL
1"=50'



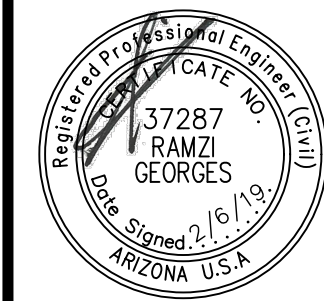
CASE #:
FS18-434

SECTION: 14
TOWNSHIP: 3N
RANGE: 2W

JOB NO.:
JCHG0001

SHEET
7 OF 7

PRELIMINARY STRIPING
FOR
RANCHO TRUGOLD
CITY OF SURPRISE, ARIZONA



**DAVID EVANS
AND ASSOCIATES INC.**
4800 E Washington Street, Suite 250
Phoenix, AZ 85024
Phone: 602.678.5151

DESIGNED BY: JCF	PROJECT MANAGER: RAMZI GEORGES, P.E.
DRAWN BY: JCF	
CHECKED BY: RYG	
DATE: 2/2019	

RANCHO TRUGOLD

PRELIMINARY LANDSCAPE PLAN SURPRISE, ARIZONA

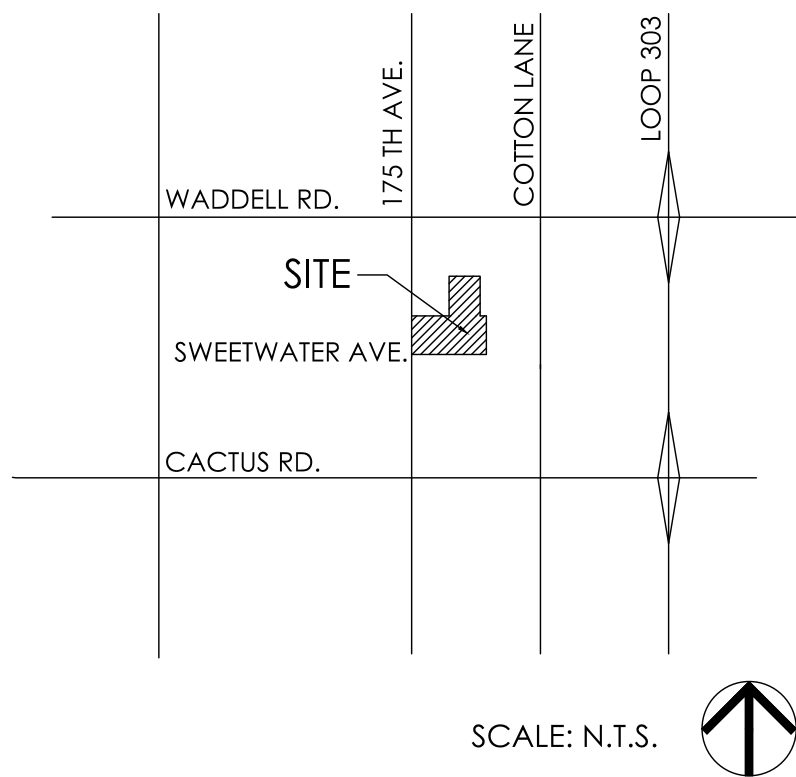
LANDSCAPE NOTES

- ALL PLANTING AREAS ARE TO HAVE DECOMPOSED GRANITE, 1/2" MINUS COLOR AS SPECIFIED., 2" DEPTH, TYP.
- NO PLANT SUBSTITUTIONS ALLOWED UNLESS APPROVED IN WRITING BY LANDSCAPE ARCHITECT AND CONFORMING TO LOCAL AGENCY'S APPROVED PLANT LIST.
- LANDSCAPE ARCHITECT / OWNER'S REP IS TO APPROVE ALL PLANT MATERIAL PRIOR TO DELIVERY TO SITE. ONE WEEK MINIMUM NOTICE.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL CONDITIONS ON SITE PRIOR TO PROJECT START-UP.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REPAIR ANY DAMAGES MADE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES, ELECTRICAL LINES, ETC., AT HIS EXPENSE.
- ANY PLANT MATERIAL NOT SHOWN TO REMAIN ON PLAN IS TO BE REMOVED.
- ADJUST ALL NEW LANDSCAPING AS NECESSARY TO ACCOMMODATE EXISTING LANDSCAPE TO REMAIN.
- CONTRACTOR IS TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY SITE WORK BEING EXECUTED.
- QUANTITIES ON PLAN ARE PROVIDED FOR BIDDING PURPOSES ONLY. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
- ALL AREAS DISTURBED DURING CONSTRUCTION ARE TO BE FINE GRADED AND TREATED TO BLEND EVENLY WITH ALL NEWLY CONSTRUCTED AREAS.
- LANDSCAPE ARCHITECT / OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT IS DETERMINED TO NOT SATISFY THE DESIGN INTENT OF THE LANDSCAPE PLAN BASED ON SIZE, SHAPE, APPEARANCE, HEALTH, OR IMPROPER CARE.
- ALL BOULDERS ARE TO BE GRANITE 'SURFACE SELECT', SIZE PER PLAN. ALL BOULDERS ARE TO BE BURIED 1/3 IN SOIL.
- ALL SWALE CHANNELS ARE TO HAVE 1" - 3" RIVER ROCK OR OTHER APPROVED STONE MATERIAL INSTALLED TO PREVENT EROSION.
- ALL DOWNSPOUTS / SCUPPERS ARE TO HAVE 3"x3", 3" - 6" RIVER ROCK OR OTHER APPROVED STONE MATERIAL INSTALLED TO PREVENT EROSION.
- ALL BERM CONTOUR INTERVALS ARE AT 1'-0", SLOPES NOT TO EXCEED 4:1.
- ALL TURF IS TO BE BERMUDA HYBRID. MAY BE INSTALLED AS SOD OR HYDROSEED.
- ALL HEADER IS TO BE EXTRUDED CONCRETE CURBING OR EQUAL.
- 100 PERCENT OF ALL RIGHT OF WAY PLANT MATERIAL IS TO BE FOUND ON THE ARIZONA DEPARTMENT OF WATER RESOURCES LOW WATER USE LIST.
- TREES WITH THORNS ARE NOT TO BE LOCATED WITHIN RECREATION AREAS, AND SHALL BE SET A MINIMUM OF 10' AWAY FROM ALL PEDESTRIAN ROUTES.
- ALL SIDEWALKS AND COMMUNITY TRAILS ARE 6' WIDE.
- TREES THAT OVERHANG THE CITY STREETS MUST BE TRIMMED UP TO A CLEAR HEIGHT OF NOT LESS THAN 15'
- TREES WITHIN SIGHT DISTANCE LINES SHALL BE MAINTAINED SO THAT NO LIMBS, LEAVES NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
- OAK AND ELM TREES INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL HAVE THEIR MAIN LEADER INTACT.
- TREES PLACED WITHIN THREE (3) FEET OF ANY SIDEWALK, CURB, PAVEMENT OR WALL WILL HAVE A ROOT BARRIER PER EDS 8-14.

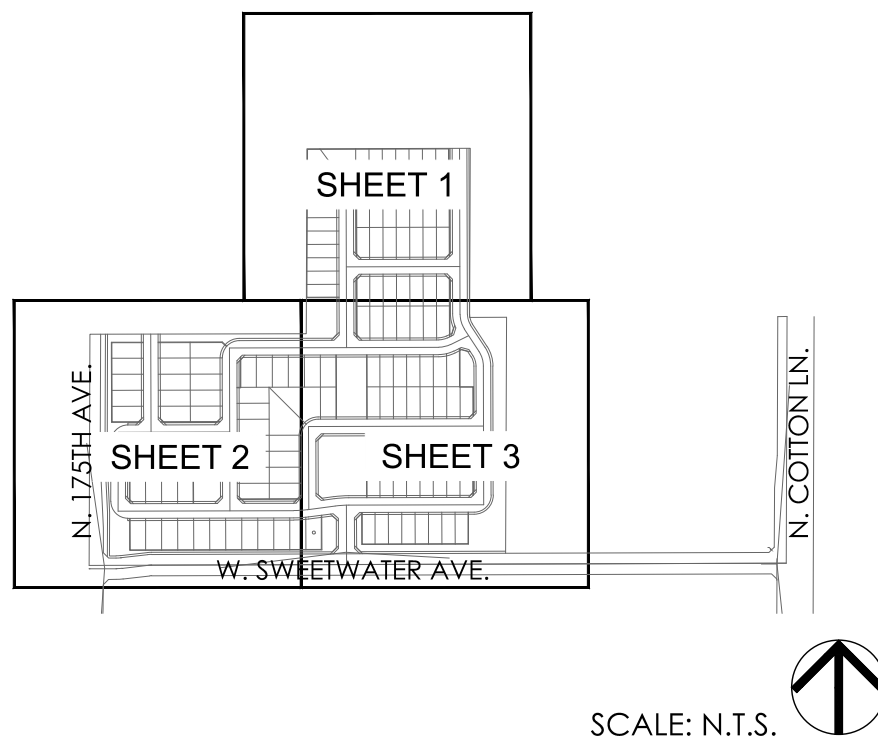
CITY OF SURPRISE NOTES

- ALL CHANGES TO BE APPROVED BY THE CITY OF SURPRISE PLANNING DEPARTMENT.
- SIGNS REQUIRE A SEPARATE PERMIT.
- ALL UTILITY BOXES AND STRUCTURES ARE TO BE SCREENED FROM VIEW.
- PLANT MATERIAL IS NOT TO BE LOCATED WITHIN 3 FEET OF ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION.
- ROOT BARRIER PER CITY OF SURPRISE EDS 8-14 IS REQUIRED FOR ANY TREE LOCATED WITH THREE (3) FEET OF ANY SIDEWALK, CURB, PAVEMENT OR WALL.
- ALL PLANT MATERIAL SIZES ARE TO BE CONSISTENT WITH ANA STANDARDS.
- ALL PLANT MATERIAL LOCATED WITHIN VISIBILITY TRIANGLES ARE TO BE MAINTAINED NO HIGHER THAN 30 INCHES HIGH, AND HANG NO LOWER THAN 7 FEET FROM GROUND ELEVATION, INCREASING TO 10' CLEARANCE WHERE APPROACHING STOP SIGNS. SITE VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF THE STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02
- TRAILS AND PATHWAYS ARE TO BE ADA COMPLIANT, WHERE PRACTICAL.
- SIDEWALKS AND SIDEWALK SEPERATION WILL CONFORM TO THE CITY OF SURPRISE PLANNING AND DESIGN GUIDELINES.

VICINITY MAP



KEYMAP



PLANTING LEGEND

TREES

- | | |
|------------------------------------|----------------------|
| ACACIA ANEURA* | MULGA |
| BAUHINIA LUNARIOIDES* | ANACACHO ORCHID |
| CAESALPINIA CACALACO* | CASCALOTE 'SMOOTHIE' |
| OLEA EUROPAEA 'SWAN HILL'* | FRUITLESS OLIVE |
| PISTACIA CHINENSIS 'RED PUSH'**,** | RED PUSH PISTACHE |
| QUERCUS VIRGINIANA * | 'CATHEDRAL' LIVE OAK |
| ULMUS PARVIFOLIA * | EVERGREEN ELM |

OTHER TREES

- | | |
|--------------------------------|---------------------------|
| ACACIA ANEURA | MULGA |
| CHITALPA TASHKENTENSIS* | CHITALPA |
| DALBERGIA SISSOO* | INDIAN ROSEWOOD |
| EUCALYPTUS MICROTHECA* | COOLBAH TREE |
| FICUS MICROCARPA | INDIAN LAUREL FIG |
| JACARANDA MIMOSIFOLIA | JACARANDA |
| SOPHORA SECUNDIFLORA** | TEXAS MOUNTAIN LAUREL |
| THEVETIA PERUVIANA* | YELLOW OLEANDER |
| VITEX AGNUS-CASTUS | CHASTE TREE |
| SHRUBS | |
| BUXUS MICROPHYLLA JAPONICA | JAPANESE BOXWOOD |
| CALLISTEMON VIMINALIS* | 'LITTLE JOHN' BOTTLEBRUSH |
| CARISSA MICROCARPA | BOXWOOD BEAUTY NATAL PLUM |
| CHRYSACTINIA MEXICANA* | DAMIANITA |
| DIETES BICOLOR | FORTNIGHT LILY |
| EREMOPHILA MACULATA* | VALENTINE BUSH |
| GARDENIA JASMINOIDES | GARDENIA |
| HIBISCUS ROSA-SINENSIS | CHINESE HIBISCUS |
| ILEX VOMITORIA 'STOKES' | DWARF YAUPON |
| MUHLENBERGIA RIGENS* | DEER GRASS |
| MYRTUS COMMUNIS 'COMPACTA'* | DWARF MYRTLE |
| NANDINA DOMESTICA* | HEAVENLY BAMBOO |
| PLUMBAGO AURICULATA* | CAPE PLUMBAGO |
| RAPHIOLEPIS INDICA 'BALLERINA' | BALLERINA INDIAN HAWTHORN |
| TECOMA STANS 'ORANGE JUBILEE' | ARIZONA YELLOW BELLS |
| VAUQUELINIA CALIFORNICA* | ARIZONA ROSEWOOD |
| ACCENTS | |
| CYCAS REVOLUTA* | SAGO PALM |
| GUARA LINDHEIMERI | LINDHEIMER'S BEEBLOSSOM |
| HESPERALOE PARVIFLORA* | RED YUCCA |
| SIMMONDSIA CHINENSIS | JOJOBA |
| YUCCA BACATA* | BANANA YUCCA |
| YUCCA GLORIOSA* | SPANISH DAGGER |
| YUCCA RECURVIFOLIA* | PENDULOUS YUCCA |

GROUND COVERS

- | | |
|--------------------------------|-------------------------|
| CARISSA GRANDIFLORA | GREEN CARPET NATAL PLUM |
| CONVOLVULUS TRICOLOR | DWARF MORNING GLORY |
| GAZANIA RIGENS 'SUN GOLD'* | 'SUN GOLD' GAZANIA |
| LANTANA CAMARA 'NEW GOLD'* | NEW GOLD LANTANA |
| LANTANA MONTEVIDENSIS* | PURPLE TRAILING LANTANA |
| LANTANA MONTEVIDENSIS 'WHITE'* | TRAILING WHITE LANTANA |
| ROSMARINUS OFFICINALIS* | PROSTRATE ROSEMARY |
| TRACHELOSPERMUM ASIATICUM | DWARF STAR JASMINE |
| VERBENA SP. | VERBENA |
| VINCA MAJOR | VINCA MAJOR |
| ZEPHYRANTHES SP. | RAIN LILY |
| VINES | |
| BOUGAINVILLEA BRASILIENSIS* | LA JOLLA BOUGAINVILLEA |
| GELSEMIUM SEMPERVIRENS | CAROLINA JASMINE |
| LONICERA JAPONICA 'HALLIANA' | HALL'S HONEYSUCKLE |
| ROSA BANKSIAE* | LADY BANK'S ROSE |

INERT

- | | |
|--------------------|-----------------------------|
| TURF | SOD - HYBRID BERMUDA |
| DECOMPOSED GRANITE | 1/2" SCREENED PALOMINO GOLD |

Notes:

- * Plants on the ADWR Low Water Use Drought Tolerant plant list.
- ** Plant species that are approved for use in public right-of-way per DS 8.1.4.
- Trees with erect growth habit within the right-of-way or adjacent to any sidewalk shall have their main vertical leader intact and shall remained unclipped.

SHEET INDEX

SHEET	PAGE #	TITLE
L0.01	1	COVER SHEET
L1.01 to L1.03	2 - 4	LANDSCAPE PLAN
L2.01	5	WALL & MAILBOX PLAN
L2.02	6	WALL DETAILS

PROJECT TEAM

Discipline	Company Contact Info.
Client	John C. and Helen G. Truman Trust James S. Truman P.O. Box 145 Waddell, AZ 85355 (602)-320-3355 jstruman@msn.com
Landscape Architect	RVi Planning + Landscape Architecture Mike Dew, PLA 120 South Ash Avenue Tempe, Arizona 85281 (480) 994-0994 mdew@rviplanning.com
Civil Engineer	David Evans and Associates Inc. Ramzi Georges, PE, CFPM 4600 E. Washington St., Suite 250 Phoenix, Arizona 85034 (602)474-9223 ryg@deainc.com

AMENITIES LIST

- Tract A: Open Space / Turf Retention Basin
- Tract B: Open Space / Retention Basins
- Tract C: Picnic Ramada / Turf Retention Basin
- Tract D: Open space / Turf Retention Basin / Sport Court / Picnic Ramada
- Tract F: Open Space
- Tract G: Turf retention basin / Picnic Ramada / Open Space

PROJECT DATA

CURRENT ZONING:	RR
PROPOSED ZONING:	RM-6 PUD, RM-9 PUD
GROSS AREA:	40.89 AC.
NET AREA:	38.66 AC.
NET DEVELOPABLE AREA:	29.01 AC.
OPEN SPACE REQUIRED:	24.0% (6.96 AC.)
OPEN SPACE PROVIDED:	25.9% (7.53 AC.)

FOR TRACT TABLE SEE PRELIMINARY PLAT, BY
DAVID EVANS AND ASSOCIATES.

RVi

120 S. Ash Avenue
Tempe, Arizona 85281
Tel: 480.994.0994
www.rviplanning.com

EXPIRES 06/30/21



Mike Dew

Contact Arizona 811 at least two full working days before you begin excavation



RANCHO TRUGOLD
PRELIMINARY LANDSCAPE PLAN
SURPRISE, ARIZONA

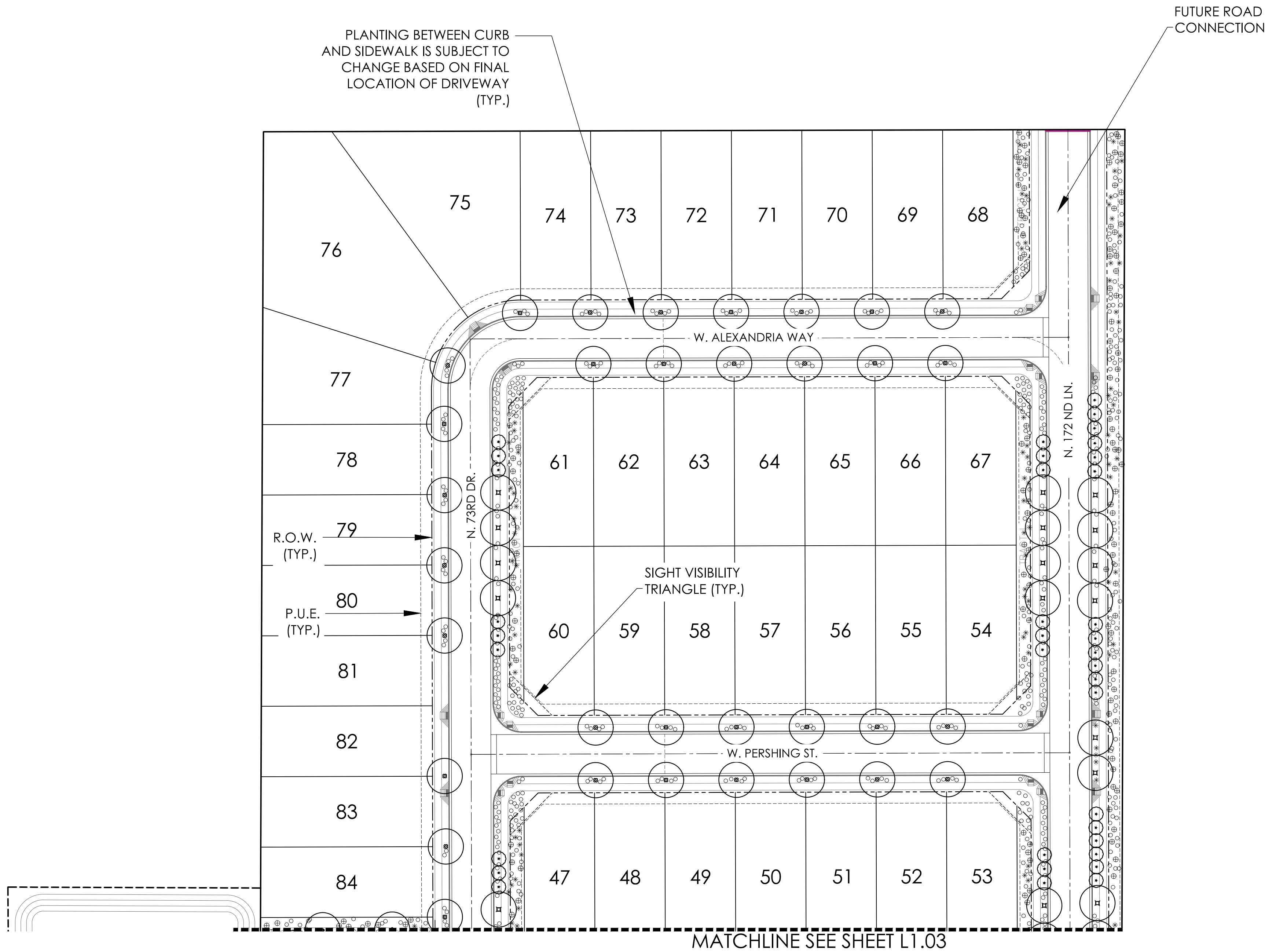
COVER SHEET

L0.01

SHEET XX OF 6

2ND RE-SUBMITTAL

L:\2018\1801-488-RANCHO TRUGOLD PRE-PLAT\CAD\LS\EXHIBITS\01-LS CONCEPT PLAN-1488.dwg 2/7/2019 jason.crisant



PLANTING LEGEND

TREES

ACACIA ANEURA*	MULGA
BAUHINIA LUNARIOIDES*	ANACACHO ORCHID
CAESALPINIA CACALACO*	CASCALOTE 'SMOOTHIE'
OLEA EUROPAEA 'SWAN HILL'*	FRUITLESS OLIVE
PISTACIA CHINENSIS 'RED PUSH'**,**	RED PUSH PISTACHE
QUERCUS VIRGINIANA *	'CATHEDRAL' LIVE OAK
ULMUS PARVIFOLIA *	EVERGREEN ELM

OTHER TREES

ACACIA ANEURA	MULGA
CHITALPA TASHKENTENSIS*	CHITALPA
DALBERGIA SISSOO*	INDIAN ROSEWOOD
EUCALYPTUS MICROTHECA*	COOLBAH TREE
FICUS MICROCARPA	INDIAN LAUREL FIG
JACARANDA MIMOSIFOLIA	JACARANDA
SOPHORA SECUNDIFLORA**	TEXAS MOUNTAIN LAUREL
THEVETIA PERUVIANA*	YELLOW OLEANDER
VITEX AGNUS-CASTUS	CHASTE TREE

SHRUBS

BUXUS MICROPHYLLA JAPONICA	JAPANESE BOXWOOD
CALLISTEMON VIMINALIS*	'LITTLE JOHN' BOTTLEBRUSH
CARISSA MICROCARPA	BOXWOOD BEAUTY NATAL PLUM
CHRYSACTINIA MEXICANA*	DAMIANITA
DIETES BICOLOR	FORTNIGHT LILY
EREMOPHILA MACULATA*	VALENTINE BUSH
GARDENIA JASMINOIDES	GARDENIA
HIBISCUS ROSA-SINENSIS	CHINESE HIBISCUS
ILEX VOMITORIA 'STOKES'	DWARF YAUPON
MUHLENBERGIA RIGENS*	DEER GRASS
MYRTUS COMMUNIS 'COMPACTA'*	DWARF MYRTLE
NANDINA DOMESTICA*	HEAVENLY BAMBOO
PLUMBAGO AURICULATA*	CAPE PLUMBAGO
RAPHIOLEPIS INDICA 'BALLERINA'	BALLERINA INDIAN HAWTHORN
TECOMA STANS 'ORANGE JUBILEE'	ARIZONA YELLOW BELLS
VAUQUELINIA CALIFORNICA*	ARIZONA ROSEWOOD

ACCENTS

CYCAS REVOLUTA*	SAGO PALM
GUARA LINDHEIMERI	LINDHEIMER'S BEEBLOSSOM
HESPERALOE PARVIFLORA*	RED YUCCA
SIMMONDSIA CHINENSIS	JOJOBA
YUCCA BACATA*	BANANA YUCCA
YUCCA GLORIOSA*	SPANISH DAGGER
YUCCA RECURVIFOLIA*	PENDULOUS YUCCA

GROUND COVERS

CARISSA GRANDIFLORA	GREEN CARPET NATAL PLUM
CONVOLVULUS TRICOLOR	DWARF MORNING GLORY
GAZANIA RIGENS 'SUN GOLD'*	'SUN GOLD' GAZANIA
LANTANA CAMARA 'NEW GOLD'*	NEW GOLD LANTANA
LANTANA MONTEVIDENSIS*	PURPLE TRAILING LANTANA
LANTANA MONTEVIDENSIS 'WHITE'*	TRAILING WHITE LANTANA
ROSMARINUS OFFICINALIS*	PROSTRATE ROSEMARY
TRACHELOSPERMUM ASIATICUM	DWARF STAR JASMINE
VERBENA SP.	VERBENA
VINCA MAJOR	VINCA MAJOR
ZEPHYRANTHES SP.	RAIN LILY

VINES

BOUGAINVILLEA BRASILIENSIS*	LA JOLLA BOUGAINVILLEA
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LONICERA JAPONICA 'HALLIANA'	HALL'S HONEYSUCKLE
ROSA BANKSIAE*	LADY BANK'S ROSE

INERT

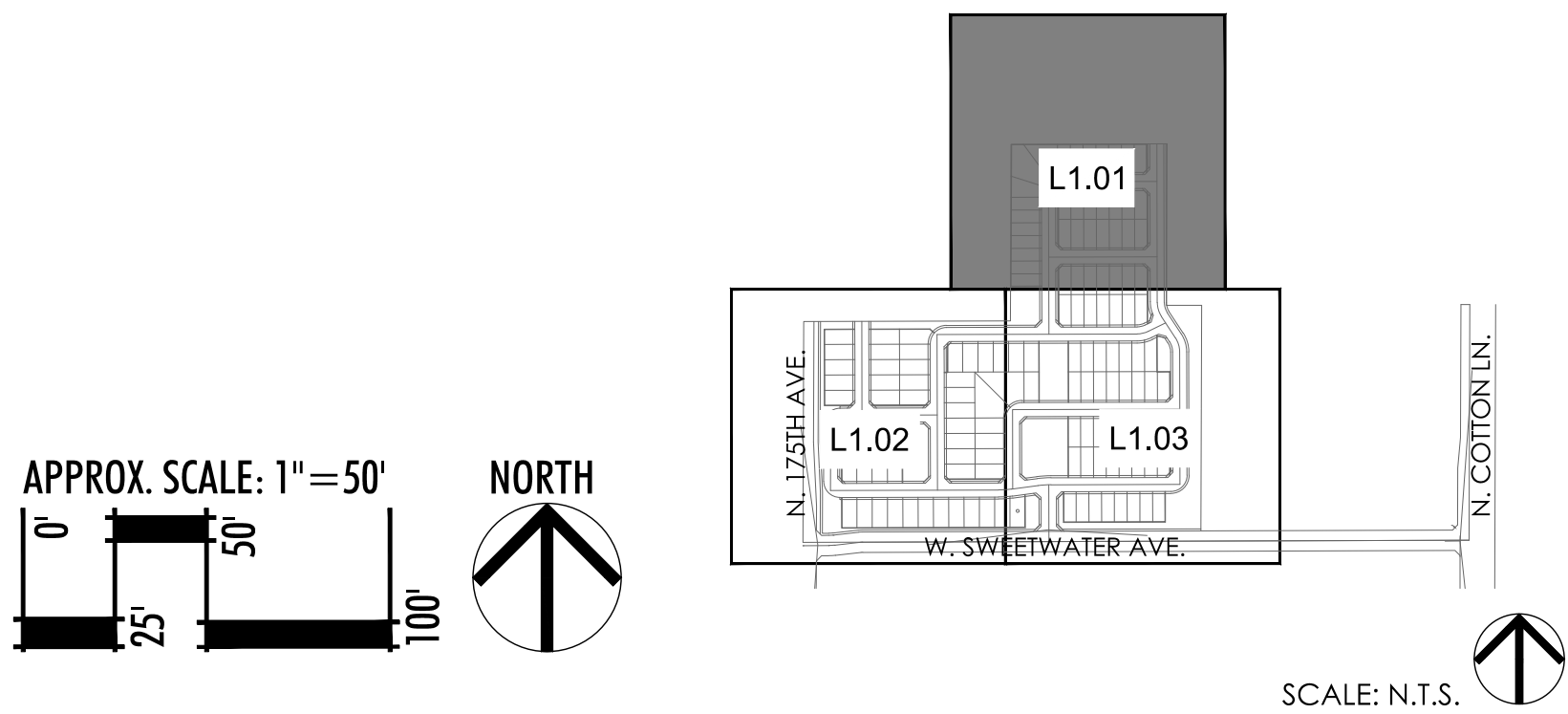
TURF	SOD - HYBRID BERMUDA
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DECOMPOSED GRANITE	1/2" SCREENED PALOMINO GOLD
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Notes:

- * Plants on the ADWR Low Water Use Drought Tolerant plant list.
- ** Plant species that are approved for use in public right-of-way per DS 8.1.4.
- Trees with erect growth habit within the right-of-way or adjacent to any sidewalk shall have their main vertical leader intact and shall remained unclipped.

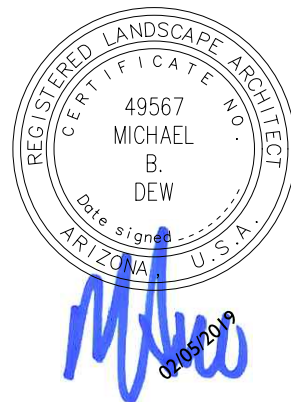
KEYMAP



RVi

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EXPIRES 06/30/21



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RANCHO TRUGOLD

PRELIMINARY LANDSCAPE PLAN

SURPRISE, ARIZONA

18001498

PROJECT NO.: 02/05/2019
DATE: JC
DRAWN: MD
REVIEWED:

REVISIONS

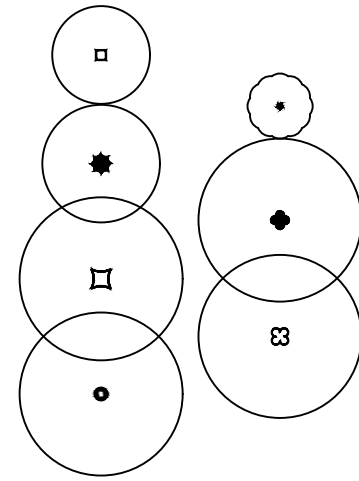
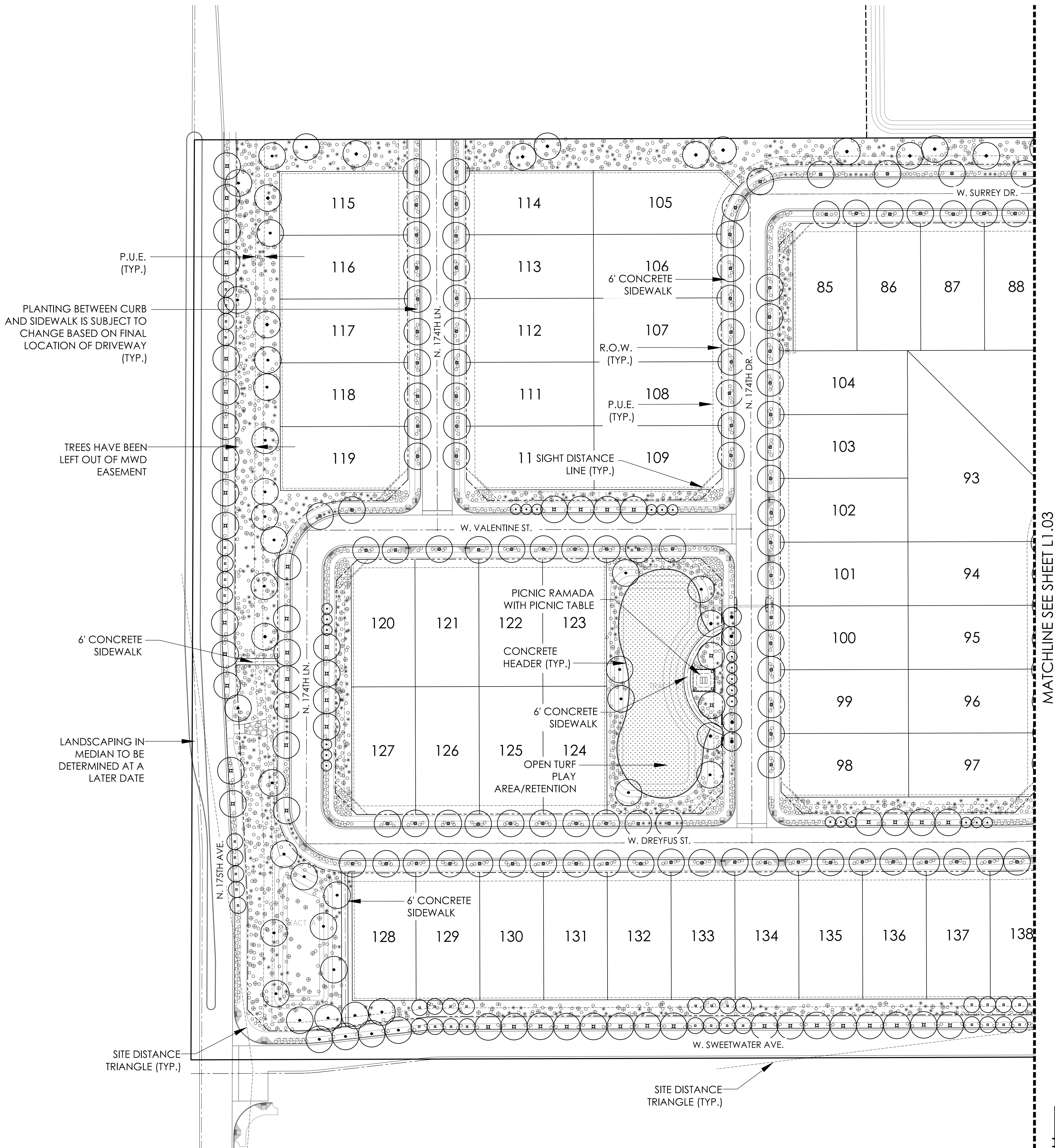
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PLANTING PLAN

L1.01

SHEET 2 OF 6

2ND RE-SUBMITTAL



PLANTING LEGEND

TREES

ACACIA ANEURA*	MULGA
BAUHINIA LUNARIOIDES*	ANACACHO ORCHID
CAESALPINIA CACALACO*	CASCALOTE 'SMOOTHIE'
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TURF

TURF	SOD - HYBRID BERMUDA
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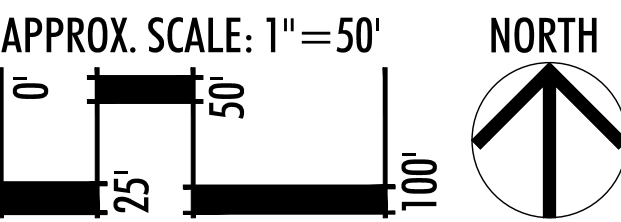
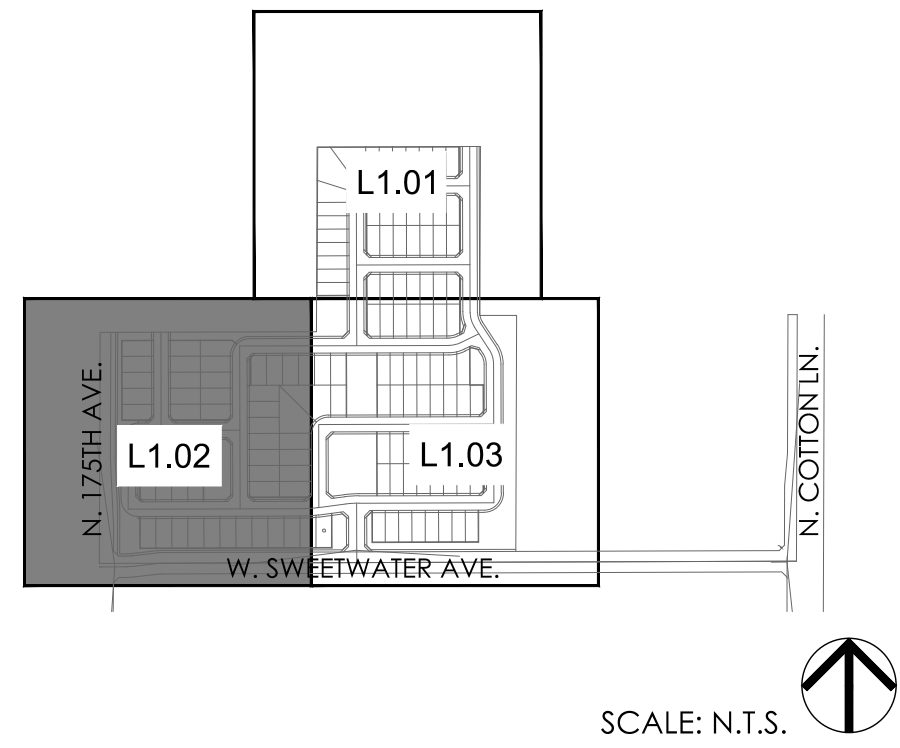
DECOMPOSED GRANITE

DECOMPOSED GRANITE	1/2" SCREENED PALOMINO GOLD
--------------------	-----------------------------

Notes:

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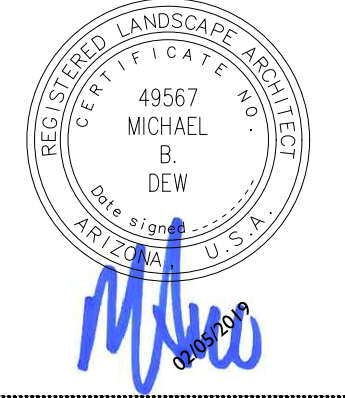
KEYMAP



SCALE: N.T.S.



EXPIRES 06/30/21



Contact Arizona 811 at least two full working days before you begin excavation
Call 811 or click Arizona811.com

RANCHO TRUGOLD
PRELIMINARY LANDSCAPE PLAN
SURPRISE, ARIZONA

PROJECT NO.: 18001498
DATE: 02/05/2019
DRAWN: JC
REVIEWED: MD

REVISIONS
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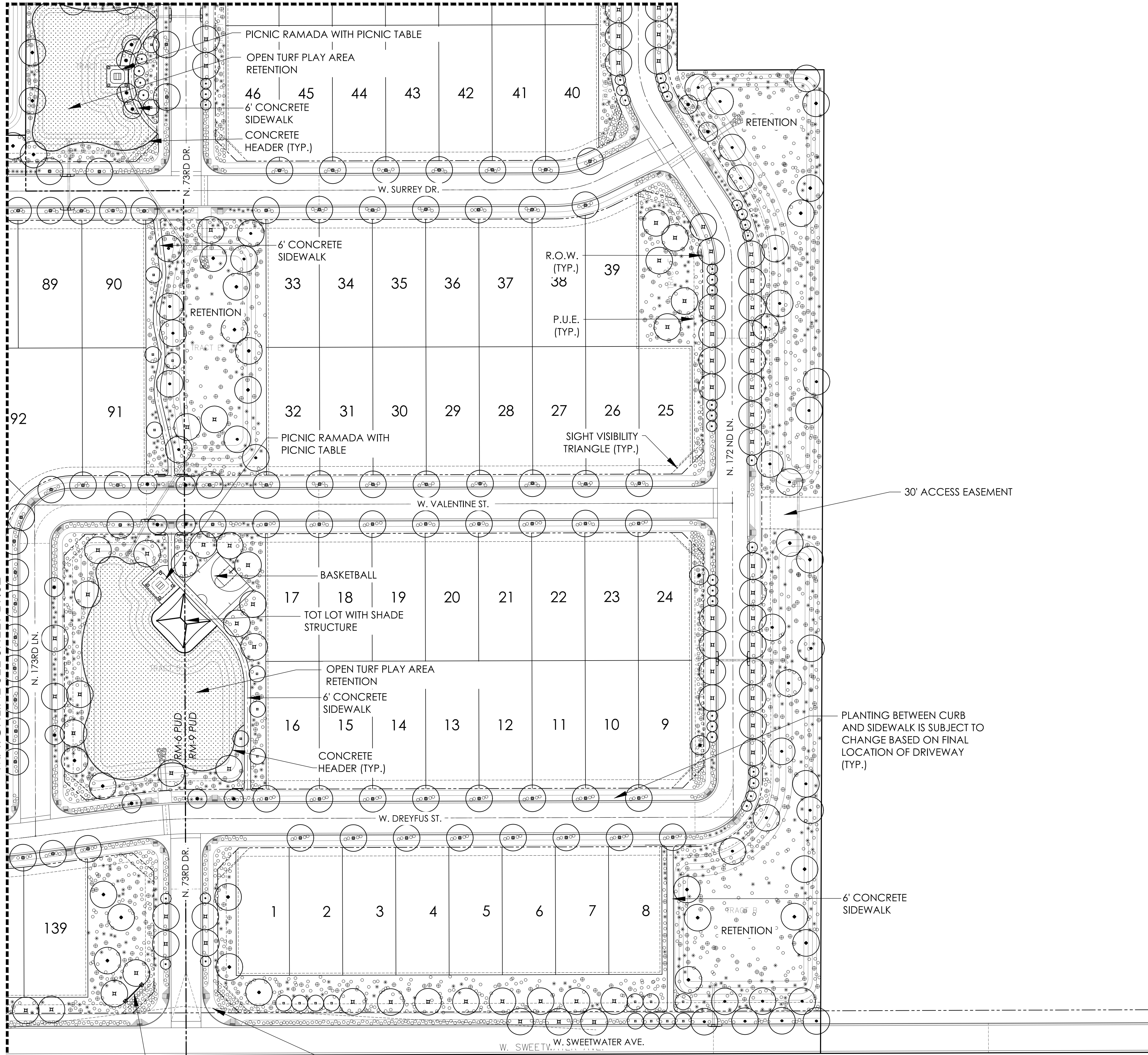
PLANTING PLAN

L1.02

L:\2018\18001488-RANCHO TRUGOLD PRE-PLAT\CAD\SCHEM\18001488-LS CONCEPT PLAN-1488.dwg 2/7/2019 jason.crisant

MATCHLINE SEE SHEET L1.02

MATCHLINE SEE SHEET L1.01



COMMUNITY ENTRY MONUMENT
SEE DETAIL 4, SHEET L2.02

SIGHT DISTANCE TRIANGLE (TYP.)

PLANTING BETWEEN CURB AND SIDEWALK IS SUBJECT TO CHANGE BASED ON FINAL LOCATION OF DRIVEWAY (TYP.)

6' CONCRETE SIDEWALK

30' ACCESS EASEMENT

SIGHT VISIBILITY TRIANGLE (TYP.)

N. 172ND LN.

W. VALENTINE ST.

W. DREYFUS ST.

W. SWEETWATER AVE.

N. 73RD DR.

W. SURREY DR.

N. 173RD LN.

N. 73RD DR.

N. COTTON LN.

PLANTING LEGEND

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INERT

TURF	SOD - HYBRID BERMUDA
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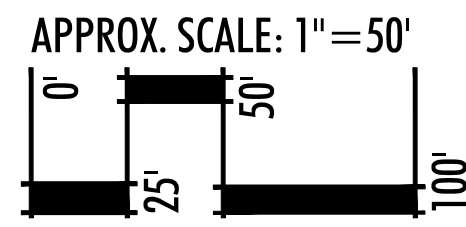
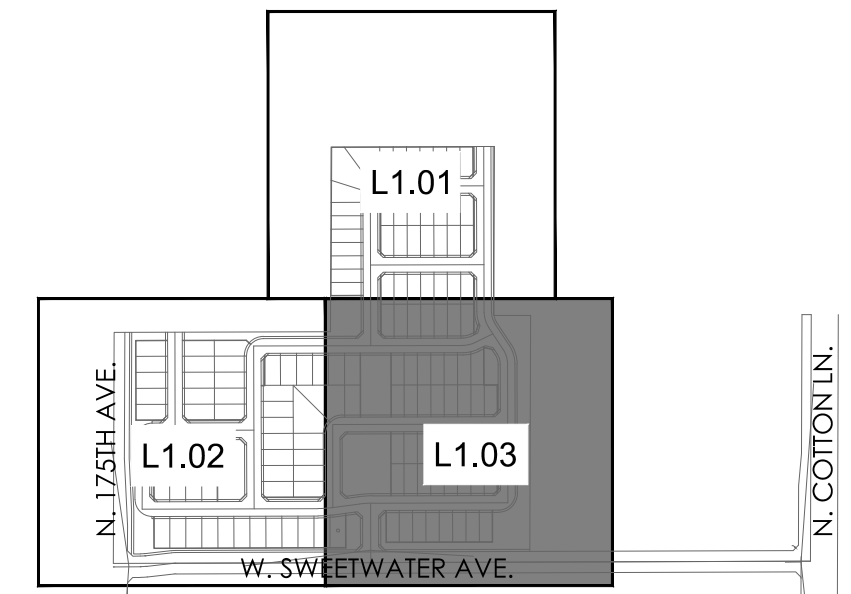
DECOMPOSED GRANITE

1/2" SCREENED PALOMINO GOLD

Notes:

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KEYMAP



SCALE: N.T.S.

RVI

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Tempe, Arizona 85281
Tel: 480.994.0994
www.rviplanning.com

EXPIRES 06/30/21



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ARIZONA811
Call 811 or click Arizona811.com

RANCHO TRUGOLD

PRELIMINARY LANDSCAPE PLAN

SURPRISE, ARIZONA

PROJECT NO.: 18001498
DATE: 02/05/2019
DRAWN: JC
REVIEWED: MD

REVISIONS
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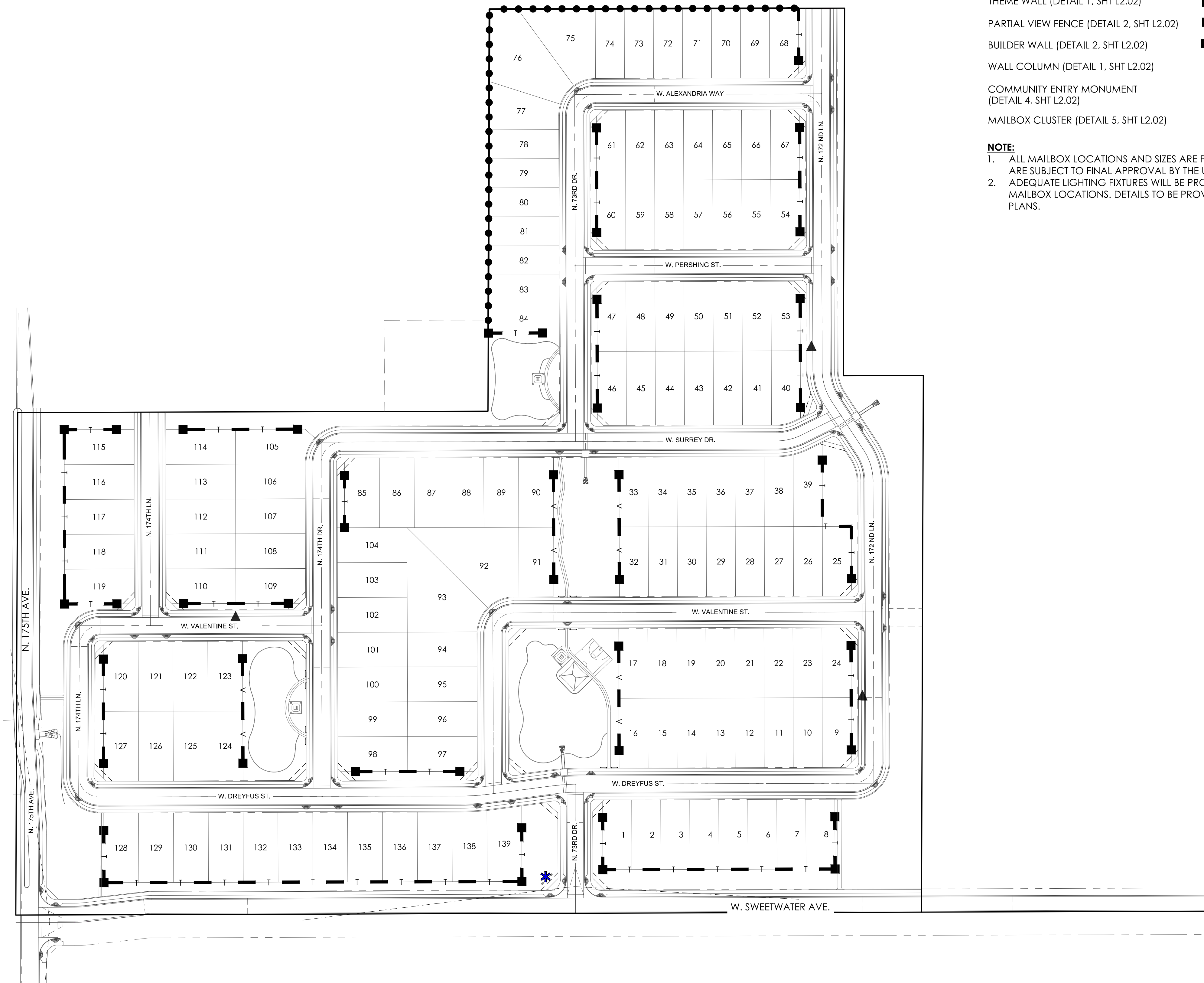
PLANTING PLAN

L1.03

SHEET 6 OF 6

2ND RE-SUBMITTAL

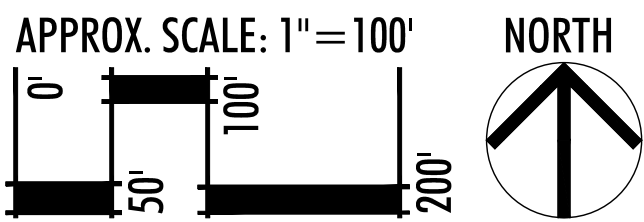
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LEGEND

- THEME WALL (DETAIL 1, SHT L2.02) [Symbol: T on a line]
- PARTIAL VIEW FENCE (DETAIL 2, SHT L2.02) [Symbol: V on a line]
- BUILDER WALL (DETAIL 2, SHT L2.02) [Symbol: Dashed line]
- WALL COLUMN (DETAIL 1, SHT L2.02) [Symbol: Square]
- COMMUNITY ENTRY MONUMENT (DETAIL 4, SHT L2.02) [Symbol: Asterisk]
- MAILBOX CLUSTER (DETAIL 5, SHT L2.02) [Symbol: Triangle]

NOTE:
1. ALL MAILBOX LOCATIONS AND SIZES ARE PRELIMINARY AND ARE SUBJECT TO FINAL APPROVAL BY THE U.S.P.S.
2. ADEQUATE LIGHTING FIXTURES WILL BE PROVIDED IN MAILBOX LOCATIONS. DETAILS TO BE PROVIDED WITH FINAL PLANS.



EXPIRES 06/30/21

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NUMBER
49567
MICHAEL
B.
DEW
Date Rec'd 02/05/2019
ARIZONA
U.S.A.

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811
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PRELIMINARY LANDSCAPE PLAN
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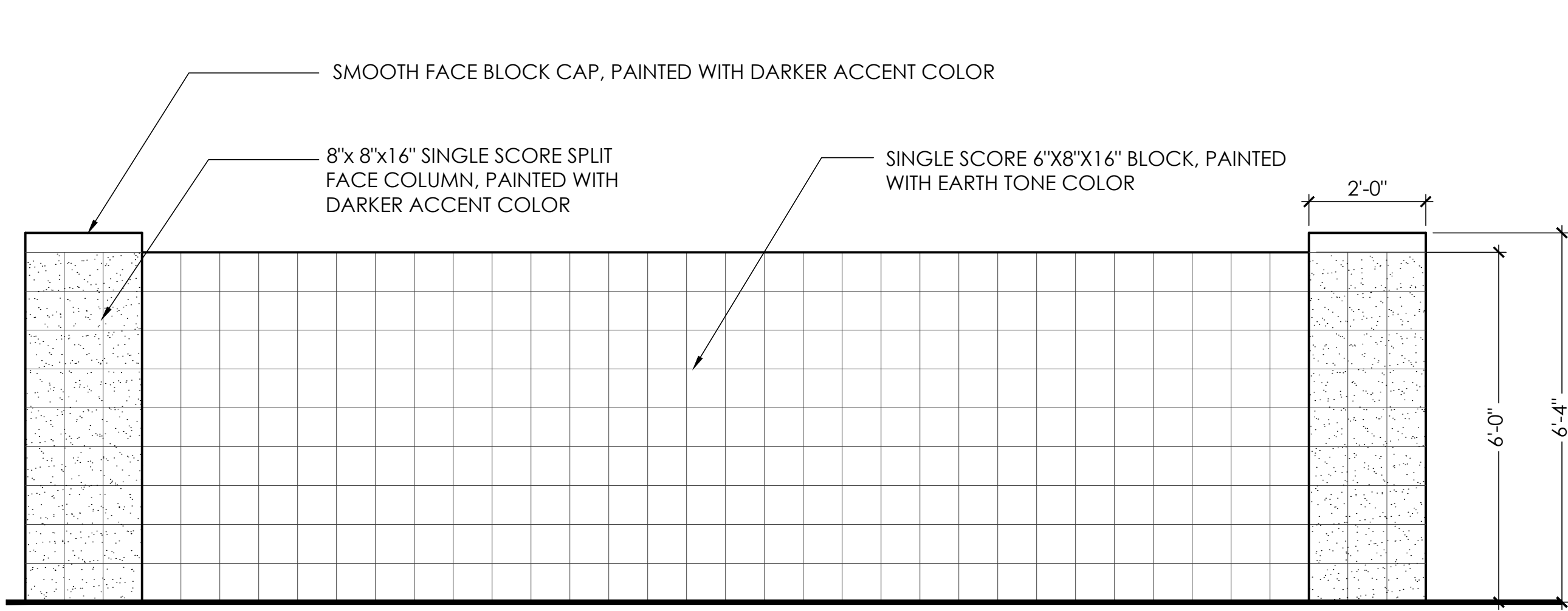
REVISIONS	
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WALL PLAN

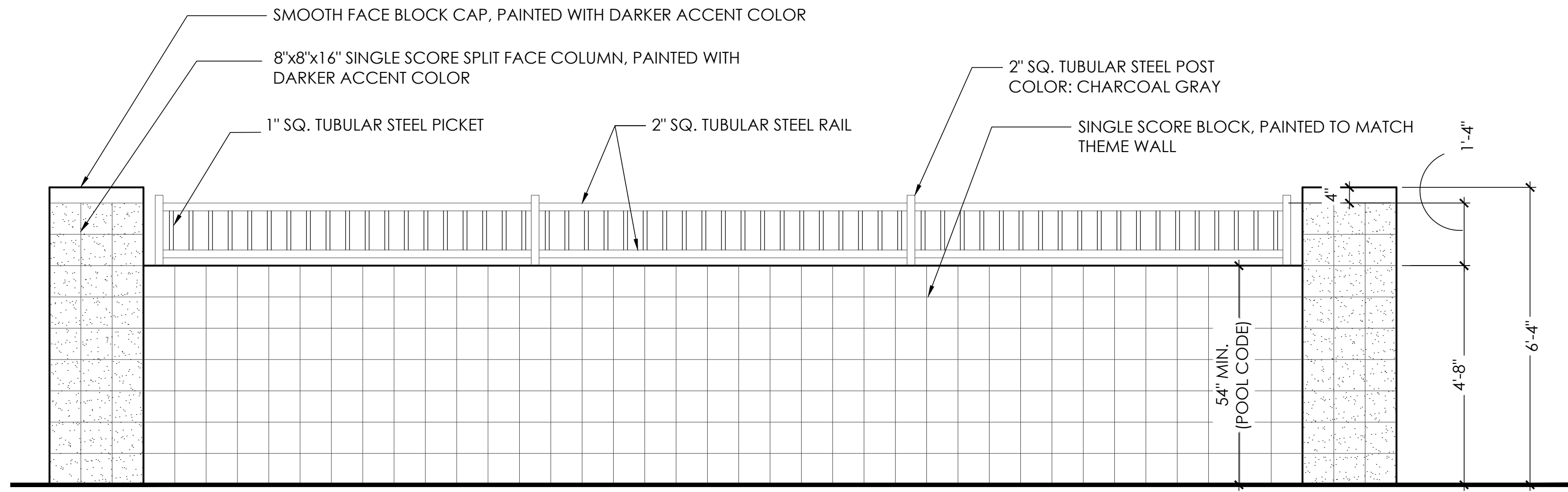
L2.01

SHEET 6 OF 6

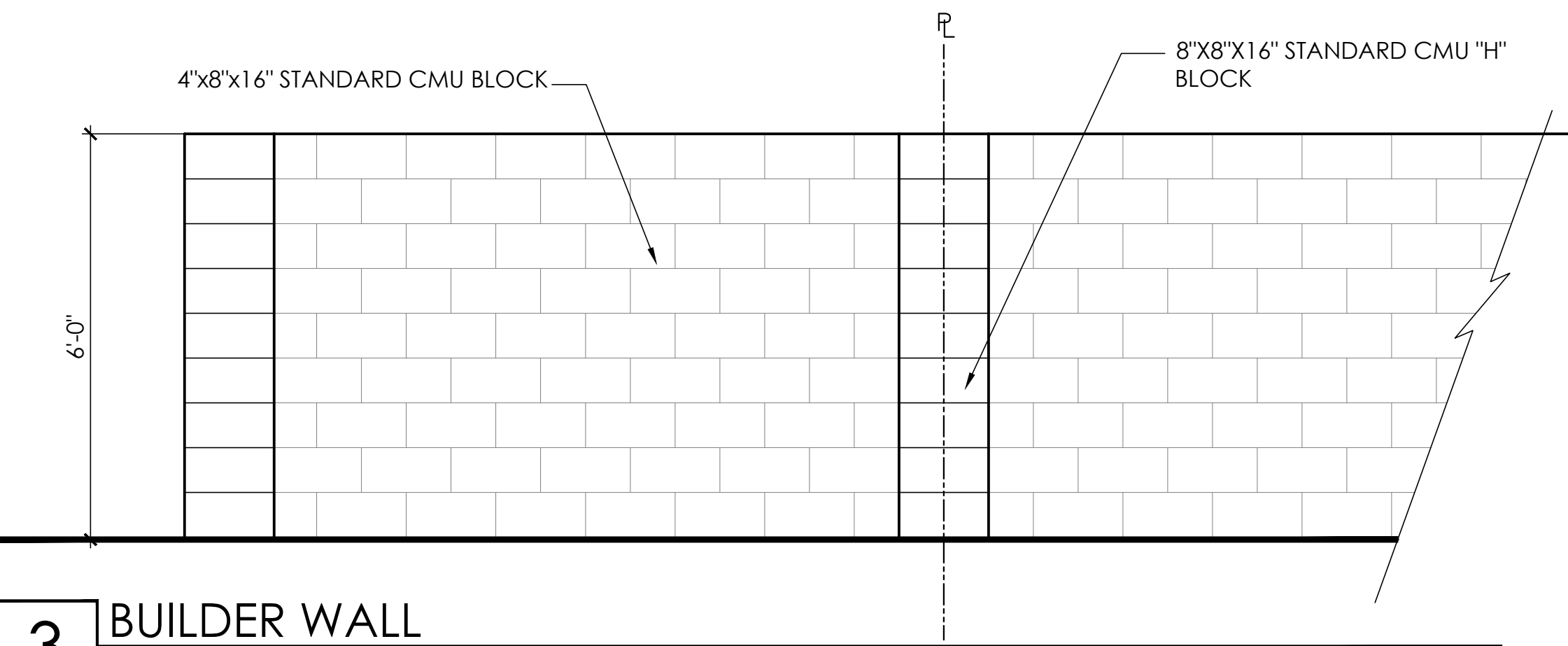
2ND RE-SUBMITTAL



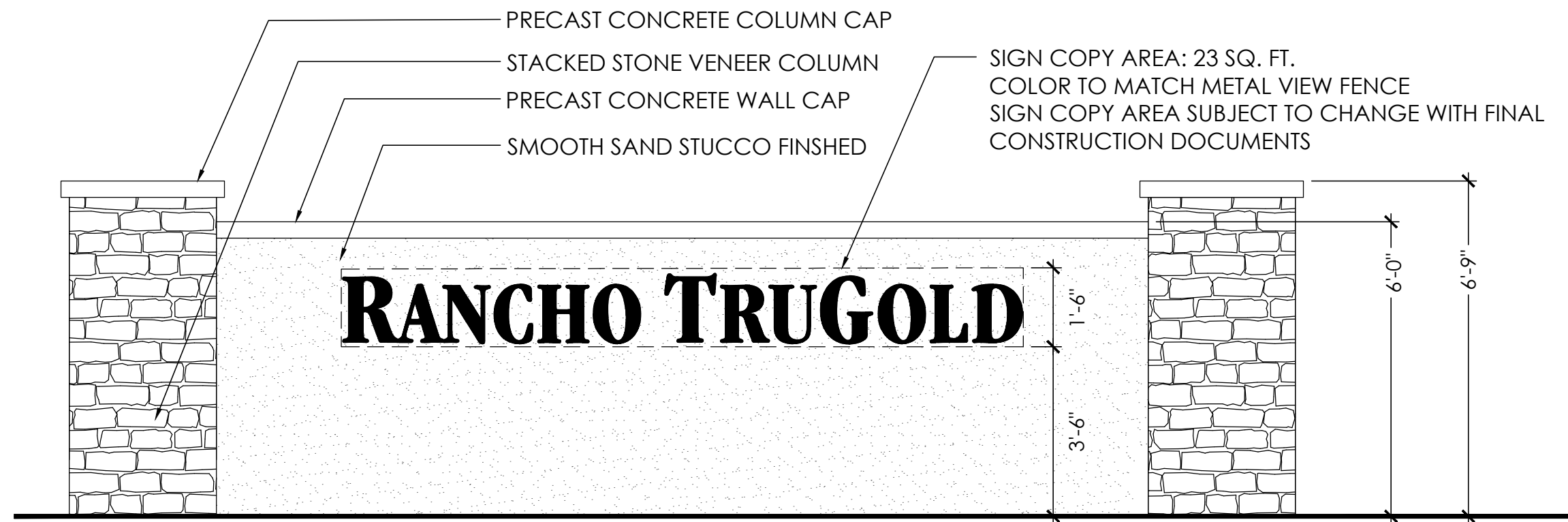
1 THEME WALL/COLUMN
SCALE: 1/2" = 1'-0"



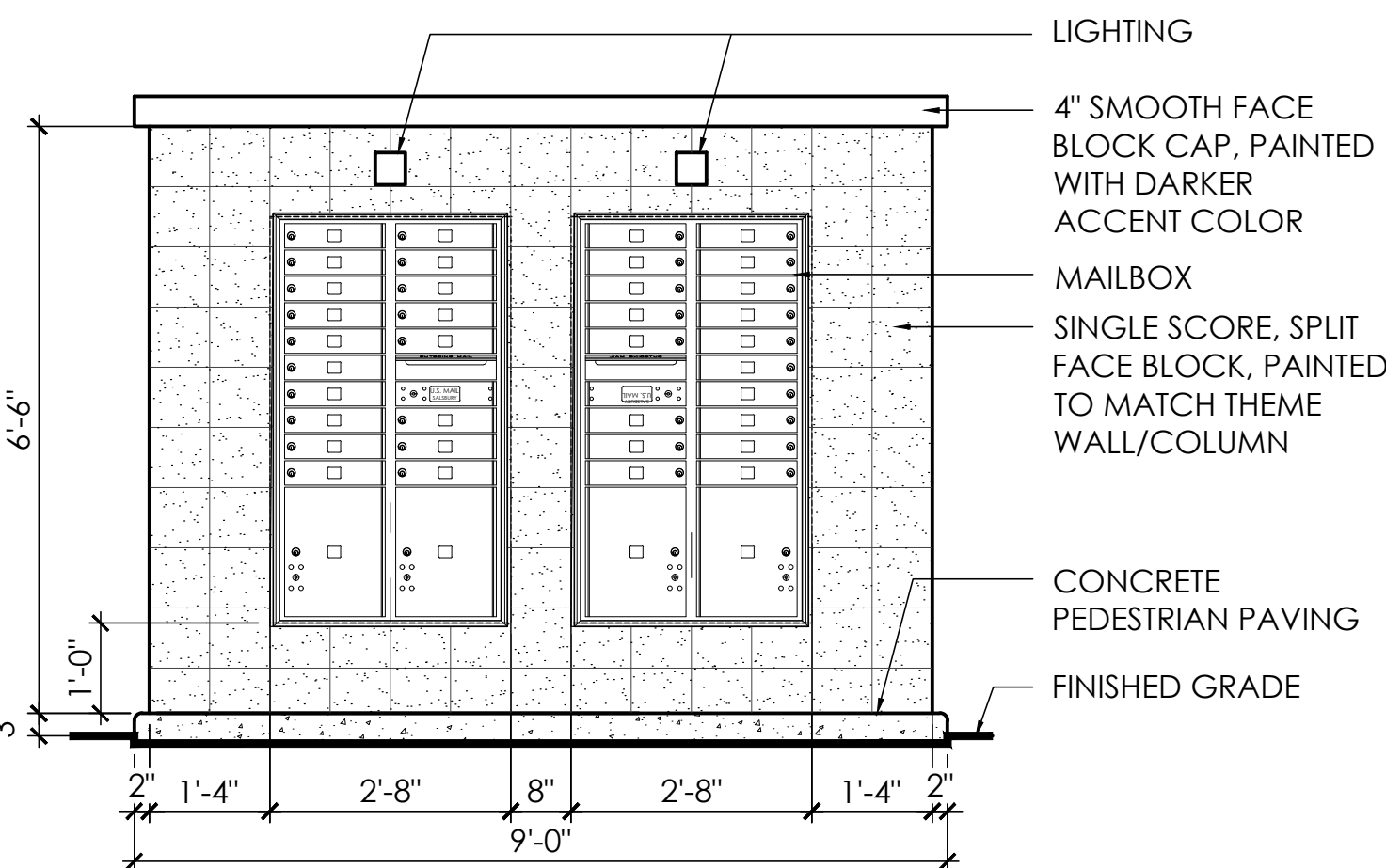
2 PARTIAL VIEW FENCE
SCALE: 1/2" = 1'-0"



3 BUILDER WALL
SCALE: 1/2" = 1'-0"



4 COMMUNITY ENTRY MONUMENT
SCALE: 3/8" = 1'-0"



5 MAILBOX CLUSTER
SCALE: 1/2" = 1'-0"

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WALL DETAILS

L2.02

SHEET 6 OF 6

2ND RE-SUBMITTAL

PARCELS A & B- S.F. RESIDENTIAL
PROPOSED ZONING:

PARCEL A

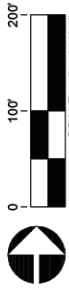
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60'x120' -55 UNITS (2.9 DU/AC)

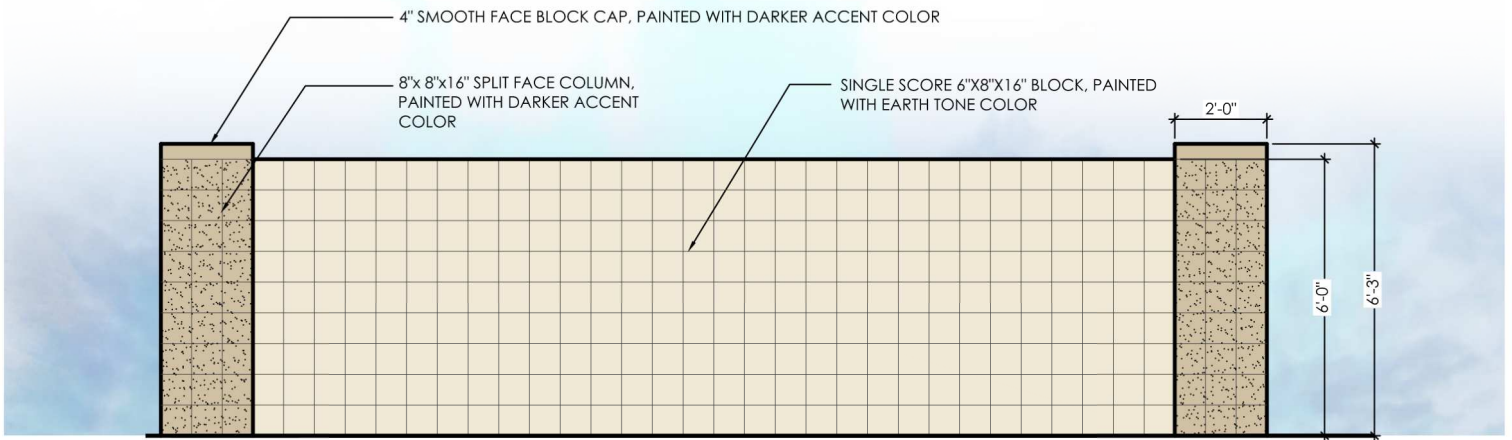
PARCEL B

22.0 AC- RM-9 PUD
50'x120' -84 UNITS (3.8 DU/AC)

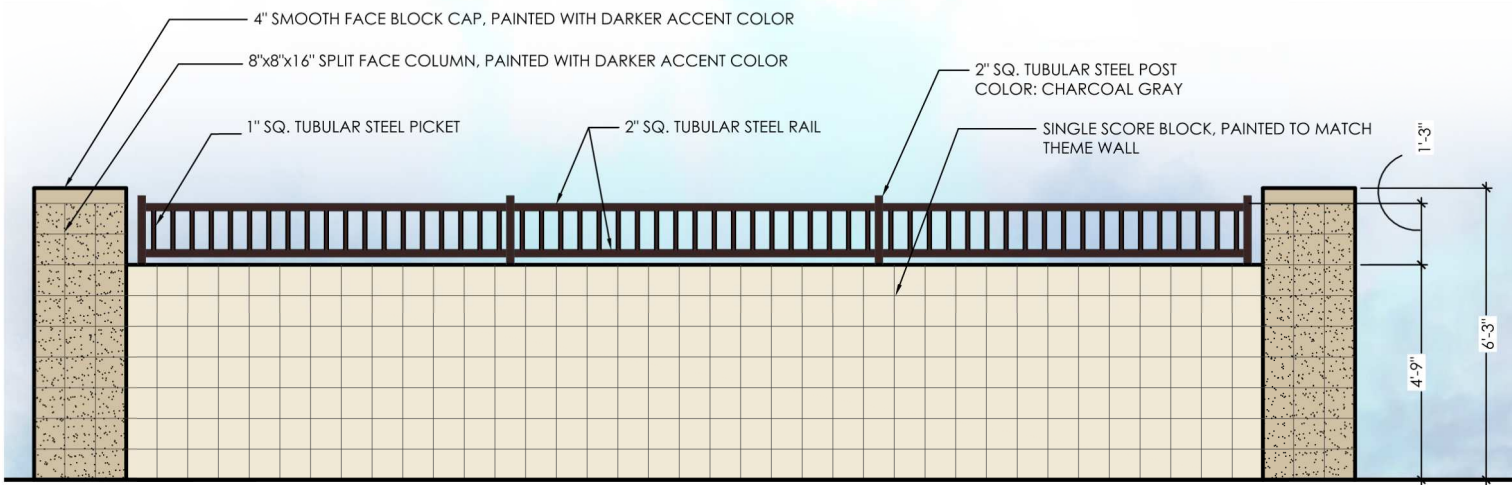
PARCELS A & B

TOTAL UNITS: 139
TOTAL GROSS ACRES: 40.9
TOTAL GROSS DENSITY: 3.4 DU/AC

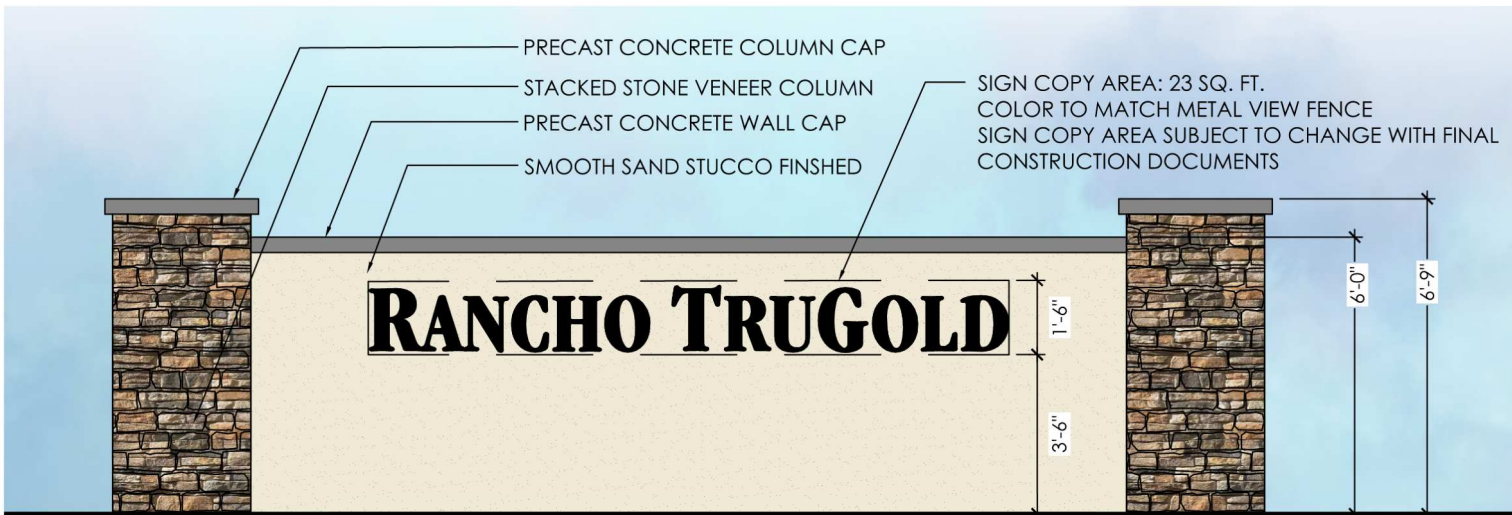




4a THEME WALL/COLUMN
SCALE: 1/2" = 1'-0"



4b PARTIAL VIEW FENCE
SCALE: 1/2" = 1'-0"



4c ENTRY MONUMENT
SCALE: 1-1/2" = 1'-0"

**Rancho TruGold featuring Hancock Communities
Rezoning, Site Plan, and Final Plat
FS18-386 and FS18-387**

Citizen Outreach Report

REVIEW MEETING DETAILS

DATE: Tuesday, December 11, 2018
TIME: 6:00 PM to 7:00 PM
LOCATION: Paradise Honor High School
12775 N. 175th Avenue, Surprise

Notice was sent by the City of Surprise to all residents and HOA's within 300 feet of the property. It was also published in the paper and 2 signs reflecting the meeting schedule were put on the property. (See attached notice and affidavit of posting)

Applicant Representatives:

James Truman – Property Owner
Greg Hancock – Hancock Communities
Bruce Larson – Bowman Consulting
Annie Voss – RVi Planning + Landscape Architecture
Paul Gilbert – BeusGilbert PLLC
Andy Jochums – BeusGilbert PLLC

City of Surprise Representative

Current Planning Supervisor Robert Kuhfuss

Neighbor Participants

See attached Sign-in Sheet

The following is a list of questions/concerns posed at the meeting and the answers provided.

1. Will there be green belts?

The various open spaces as part of the Hancock multi-family site plan were detailed and the conceptual locations for open space as part of the future preliminary plat for the single family was discussed.

2. Understand the single family residential but concerned with “C” grade rentals. They start off nice and then go downhill.

Cost of the rental community project and the rental rates were discussed. It was explained that given the uniqueness of the project and the lower density, the rental rates will remain high, and should actually be higher per square foot than any single family rentals in Sarah Ann Ranch.

3. What is traffic?

An overall summary of the proposed traffic generation for the project was presented by the engineer as well as an explanation of the roadway improvements that would be added to the area as a result of the project.

4. Complaint on number of schools.

5. What is the timeframe of building the adjacent streets?

It was shared that the development would be responsible for the ½ street in front of the project and that that street would need to be completed before opening. Sweetwater for example, will be one lane in each direction and then when the developer to the south builds, a median and bike lanes will be added.

6. Why is the multi-family entrance off Sweetwater and not Cotton?

With the drainage channel along Cotton and other limitations, such as median access points, it was determined that the best location for the access would be Sweetwater. Most of the multi-family traffic will head east to Cotton Lane and utilize the future traffic signal for turning movements.

7. When will that signal be put in?

We will pay 25% to City. The actual timing for installation is up to the City based on warrants.

8. Statement that a Traffic light would be better at 175th and Cactus.

9. What happened to the Magnolia project?

The Magnolia project was a collaboration of several large property owners to design and zone a cohesive development. It fell through at the last minute. We didn't handle it, so we can't give any more detail than that. Suffice to say, the development of the Magnolia property has proceeded, just individually in its various smaller parts, such as Rancho TruGold.

10. What is proposal for start for Hancock?

Start July 2019 with 15 months for construction

11. When will Sweetwater on west be built?

Hancock will be the east half as part of our project. The western phase will be up to the single family homebuilder.

12. A playground should be added. I don't want kids to use the Sarah Ann Ranch basketball court and parks.

An overview of the pool amenities and grass recreation area of the Hancock Communities was provided. It was also explained that because of the cottage sizes and design, we expect very few children.

13. Walls, what will they look like?

Wall designs were shown.

14. Can I buy?

No, all cottage units are for rent only.

15. Statement that it will "eventually goes downhill".

16. What support is provided police and fire?

It was explained that upon building permits, the developer will pay Impact fees for immediate monies for emergency services. Unlike ownership, a rental project like Hancock Communities actually pays more to the City as there is a property tax paid by the owner and sales tax paid by the renters monthly.

There were several questions and comments from the participants related to regional traffic concerns, unrelated to the proposed rezoning. As a follow-up to the attendees, Robert Kuhfuss sent an email to those who provided emails on the mailing list to address some of those traffic concerns. That email, dated January 2, 2019, is attached.

Andy Jochums

From: Robert Kuhfuss <Robert.Kuhfuss@surpriseaz.gov>
Sent: Wednesday, January 2, 2019 4:55 PM
To: Robert Kuhfuss
Cc: Andy Jochums; Wendy Peterson; Martin Lucero; Dana Owsiany; Lloyd Abrams
Subject: Rancho Trugold Outreach questions
Attachments: 175th_Ave.pdf

Greetings everyone. Hope the New Year finds you well.

I am following up on the many questions regarding traffic issues raised during the Neighborhood Outreach meeting held by the applicant on December 11, 2018. I was able to pose those questions to our Traffic Engineering and Transportation Planning Divisions. The following are their collective responses. Please see also the attached diagram that depicts the median configuration along 175th related to the 2nd question and related response.

- Timing of street improvements overall. Is there a way that road construction for the various developments can be coordinated in such a manner as to minimize impacts to the existing neighborhood?
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- Can/has Traffic and Transportation do/done traffic counts to see the effects of the school traffic on the neighborhood since Paradise Honors opened up the middle school?
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I hope this addresses your concerns. Please let me know if I can help you with anything further.

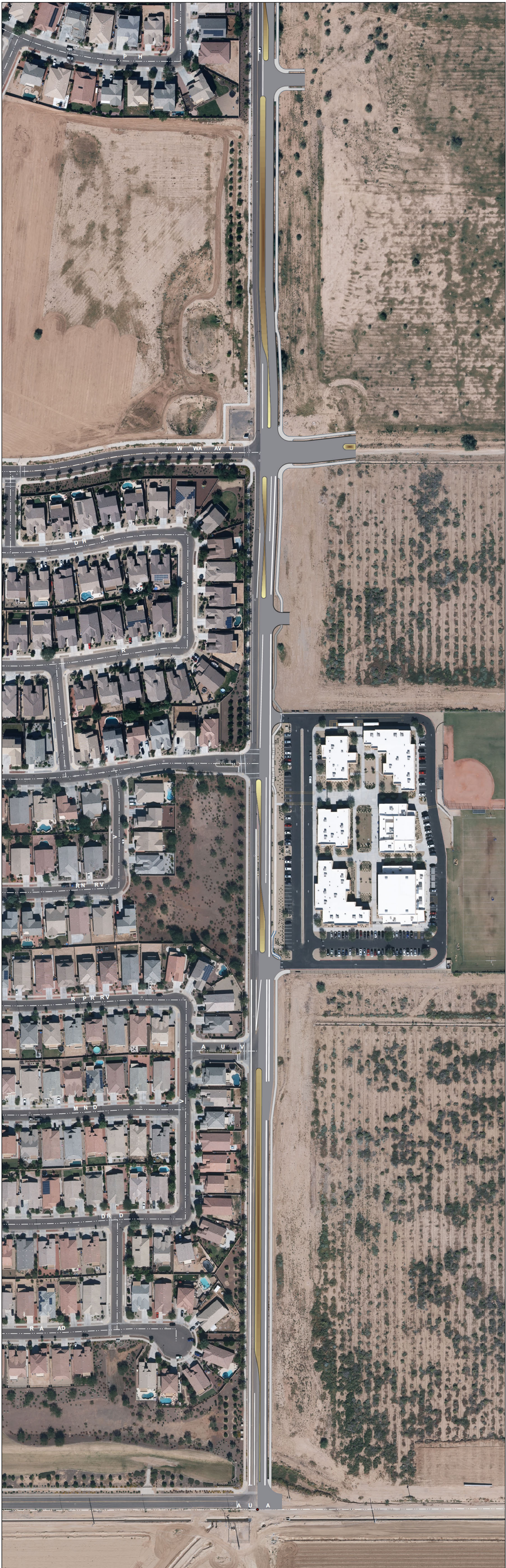
Thank You

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02 Jan 2019 23:54:57 -0000





AFFIDAVIT OF POSTING

Application No: FS18-386
Applicant Name: Beus Gilbert
Location: NEC 175th Ave and Sweetwater Ave
Date Site Posted: November 27, 2018

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 11/27/18
Applicant/Representative Signature Date

This instrument was acknowledged before me on this 27 day of November,

2018, and by Meghan Liggett. I witness whereof I hereunto

set my hand and official seal.



Marybeth Conrad
Notary Public
10-25-20
My commission expires

Neighborhood Meeting

Sign-In Sheet

Tuesday, December 11, 2018, 6:00 p.m., Paradise Honor High School, 12775 N. 175th Avenue, Surprise, AZ

Rezone: Rancho TruGold featuring Hancock Communities—Change from Residential Ranch to 18.9 acres of Medium Density Residential with a PUD Overlay; 22.0 acres of Medium Density Residential with a PUD Overlay; and 23.0 acres of Residential High with a PUD Overlay

Location: Approximately 64 acre parcel located on the north side of the Sweetwater Road alignment spanning between 175th Avenue on the west and Cotton Lane on the east.

This Sign-In Sheet is a Public Record

PLEASE PRINT

Name	Noah Moore
Name	Susan & Randy Nachtigall
Name	Larry Ellis
Name	JEAN E. BRILLHART
Name	Sonia Najalca
Name	FRED KAMINSKA

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Name Ken Strauss

Name BLAISE COSENTINO

Name Melanye Larremore

Name KATHLEEN SEGRESS

Name Masilem Immoensen

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Name	Robert + Jacqueline Beehler
Name	Dave + Barbara Taylor
Name	Luis Flores
Name	JOSEPH W. JERZBINSKI
Name	STUART WOOD
Name	Charlyn Wood

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Name

Judith Chiccarillo

Name

Anaela Hackney

Name

Patricia Whorton

Name

Sheila Norris

Name

HANNA & LECH KURCZYN

Name

Becky Xourafas

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Name <i>Andy Cepon</i>		
[Redacted]		
Name <i>James Truman</i>		
[Redacted]		
Name		
Address & Zip	Phone	E-mail
[Redacted]		
Name		
Address & Zip	Phone	E-mail
[Redacted]		
Name		
Address & Zip	Phone	E-mail
[Redacted]		
Name		
Address & Zip	Phone	E-mail
[Redacted]		

Robert Kuhfuss

From: Dcn. Dave Opsahl [REDACTED]
Sent: Tuesday, December 11, 2018 7:48 PM
To: Robert Kuhfuss
Subject: Sweet/175

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Robert:

Thank you for speaking with the Sarah Ann Ranch group last night at Paradise Honors School. You have a tough job.

Will you please see if a three - way stop is scheduled to go in at the intersection of N 175th Av and W Sweetwater Ln?

Respectfully,

Dave and Karen Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Wednesday, December 12, 2018 5:24 PM
To: 'Dcn. Dave Opsahl'
Subject: RE: Sweet/175

Thank you for the email. I am reaching out to our Traffic and Transportation people to find out if this is possible and will get back to you as soon as I get an answer. Thanks again.

Robert H. Kuhfuss, AICP, MPA
Current Planning Supervisor
City of Surprise Community Development Department
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
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From: Dcn. Dave Opsahl [REDACTED]
Sent: Wednesday, December 12, 2018 9:47 PM
To: Robert Kuhfuss
Subject: Re: Sweet/175

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Thank you!
Dave

Sent from my T-Mobile 4G LTE device

----- Original message-----

From: Robert Kuhfuss
Date: Wed, Dec 12, 2018 5:23 PM
To: Dcn. Dave Opsahl;
Cc:
Subject: RE: Sweet/175

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13 Dec 2018 00:23:46 -0000

Robert Kuhfuss

From: Dcn. Dave Opsahl [REDACTED]
Sent: Wednesday, January 02, 2019 6:27 AM
To: Robert Kuhfuss
Subject: Sarah Ann Ranch

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[REDACTED]

Sent from my T-Mobile 4G LTE device

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From: Robert Kuhfuss
Sent: Wednesday, January 02, 2019 4:55 PM
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Cc: Andy Jochums; Wendy Peterson [REDACTED] Martin Lucero; Dana Owsiany; Lloyd Abrams
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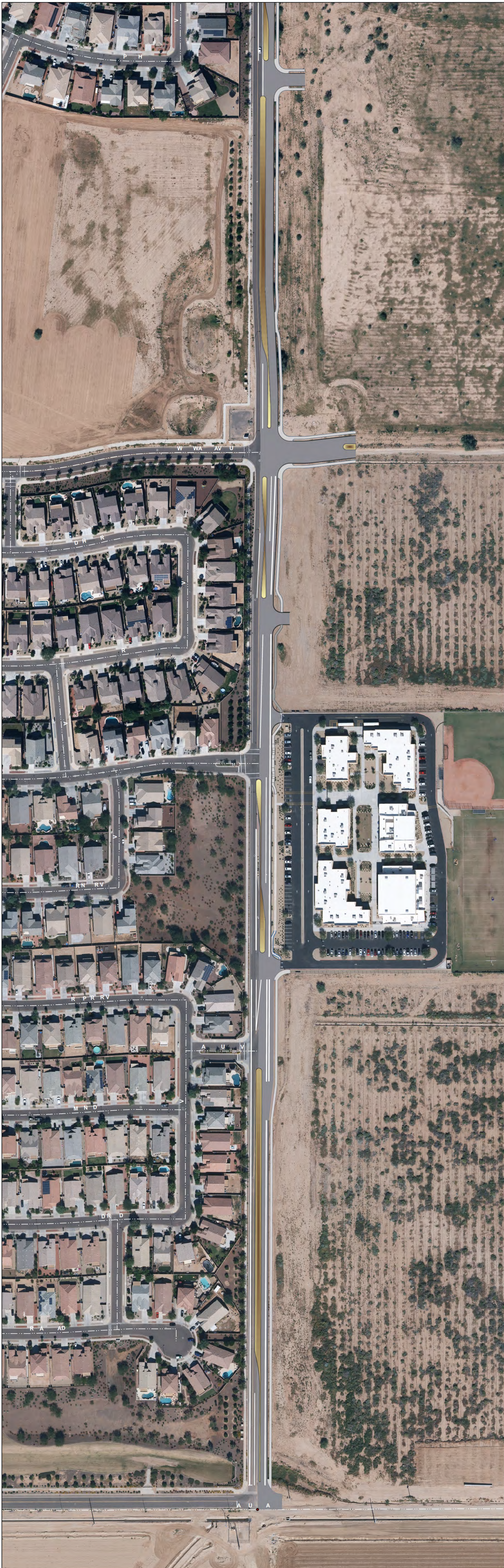
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robert.kuhfuss@surpriseaz.gov



Robert Kuhfuss

From: Robert Kuhfuss
Sent: Wednesday, January 02, 2019 5:04 PM
To: 'Dcn. Dave Opsahl'
Subject: RE: Sarah Ann Ranch

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robert.kuhfuss@surpriseaz.gov

From: Dcn. Dave Opsahl [REDACTED]
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To: Robert Kuhfuss
Subject: Sarah Ann Ranch

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Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

Robert Kuhfuss

From: Noah Moore [REDACTED]
Sent: Wednesday, January 02, 2019 5:12 PM
To: Robert Kuhfuss
Cc: Andy Jochums; Wendy Peterson [REDACTED]; Martin Lucero; Dana Owsiany; Lloyd Abrams
Subject: Re: Rancho Trugold Outreach questions

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Thank you. I believe these planned improvements will far exceed the expectations of my concerned neighbors.
-Noah

On Jan 2, 2019 16:55, "Robert Kuhfuss" <Robert.Kuhfuss@surpriseaz.gov> wrote:

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Dave Opsahl
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03 Jan 2019 00:04:13 -0000

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Thursday, January 03, 2019 8:28 AM
To: Martin Lucero; Dana Owsiany
Subject: FW: Sarah Ann Ranch

Martin/Dana – Could one of you give Mr. Opsahl a call to discuss the 3-way stop sign option at 175th & Sweetwater? Can you please let me know the gist of that conversation? Thanks

Robert H. Kuhfuss, AICP, MPA
Current Planning Supervisor
City of Surprise Community Development Department
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
O: 623-222-3137 | F: 623-222-3001
robert.kuhfuss@surpriseaz.gov

From: Dcn. Dave Opsahl [REDACTED]
Sent: Wednesday, January 02, 2019 5:35 PM
To: Robert Kuhfuss
Subject: Re: Sarah Ann Ranch

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Robert:
I would appreciate speaking with Traffic and Transportation. Thank you,
Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

----- Original message-----

From: Robert Kuhfuss
Date: Wed, Jan 2, 2019 5:04 PM
To: Dcn. Dave Opsahl;
Cc:
Subject: RE: Sarah Ann Ranch

Mr. Opsahl, Thank you for the follow up. I just sent an email to the larger group in response to this and several other questions and you were included in that mass email. In short, I am told that in order to get a 3-way stop sign, certain "warrants" must be met and that those warrants have not been met at this time. I know this is not the answer you were looking for, but if you would like further clarification, I can put you in touch with Traffic and Transportation.

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robert.kuhfuss@surpriseaz.gov

From: Dcn. Dave Opsahl [REDACTED]
Sent: Wednesday, January 02, 2019 6:27 AM
To: Robert Kuhfuss
Subject: Sarah Ann Ranch

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Robert:

I spoke with you a few weeks ago regarding a 3-way stop at the intersection of Sweetwater and N 175th Ave. How are the prospects of that coming along? Thank you.

The very best in the New Year for you.

Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

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03 Jan 2019 00:04:13 -0000

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Thursday, January 03, 2019 8:29 AM
To: 'Dcn. Dave Opsahl'
Subject: RE: Sarah Ann Ranch

I forwarded your request to them Thanks

Robert H. Kuhfuss, AICP, MPA
Current Planning Supervisor
City of Surprise Community Development Department
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
O: 623-222-3137 | F: 623-222-3001
robert.kuhfuss@surpriseaz.gov

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To: Robert Kuhfuss
Subject: Re: Sarah Ann Ranch

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Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

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Date: Wed, Jan 2, 2019 5:04 PM
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Cc:
Subject: RE: Sarah Ann Ranch

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Surprise, AZ 85374-7470
O: 623-222-3137 | F: 623-222-3001
robert.kuhfuss@surpriseaz.gov

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Subject: Sarah Ann Ranch

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Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

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03 Jan 2019 00:04:13 -0000

Robert Kuhfuss

From: Martin Lucero
Sent: Thursday, January 03, 2019 10:08 AM
To: [REDACTED]
Cc: Dana Owsiany; Robert Kuhfuss
Subject: RE: Sarah Ann Ranch

Good Morning Mr. Opsahl,

I have received your email concerning your request for consideration of a three way stop sign implementation for the intersection of Sweetwater and N 175th Ave. I would be happy to discuss the matter with you. At your convenience feel free to contact me at 623-222-3142.

Sincerely,

Martin Lucero

Transportation Planning Manager
City of Surprise | 16000 N. Civic Center Plaza | Surprise, AZ 85374
phone: 623.222.3142 | fax: 623.222.3001

From: Dcn. Dave Opsahl [REDACTED]
Sent: Wednesday, January 02, 2019 5:35 PM
To: Robert Kuhfuss
Subject: Re: Sarah Ann Ranch

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Robert:
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Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

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Date: Wed, Jan 2, 2019 5:04 PM
To: Dcn. Dave Opsahl;
Cc:
Subject: RE: Sarah Ann Ranch

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Dave Opsahl
[REDACTED]

Sent from my T-Mobile 4G LTE device

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03 Jan 2019 00:04:13 -0000

Robert Kuhfuss

From: Dcn. Dave Opsahl [REDACTED]
Sent: Monday, January 14, 2019 11:58 AM
To: Robert Kuhfuss
Subject: Re: Rancho Trugold Outreach questions

****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.****

Robert:

Thank you for your work and Martin's expertise on the N 175th Ave road improvement proposals between Waddell and Cactus.

Dave Opsahl
Sarah Ann Ranch Home Owner
17637 W Dahlia Dr
Surprise, AZ 85388

From: Robert Kuhfuss <Robert.Kuhfuss@surpriseaz.gov>
Sent: Wednesday, January 2, 2019 5:54 PM
To: Robert Kuhfuss
Cc: Andy Jochums; Wendy Peterson [REDACTED]; Martin Lucero; Dana Owsiany; Lloyd Abrams
Subject: Rancho Trugold Outreach questions

Greetings everyone. Hope the New Year finds you well.

I am following up on the many questions regarding traffic issues raised during the Neighborhood Outreach meeting held by the applicant on December 11, 2018. I was able to pose those questions to our Traffic Engineering and Transportation Planning Divisions. The following are their collective responses. Please see also the attached diagram that depicts the median configuration along 175th related to the 2nd question and related response.

- Timing of street improvements overall. Is there a way that road construction for the various developments can be coordinated in such a manner as to minimize impacts to the existing neighborhood?
 - o We have asked that the developments to work together on all the improvements. However, we have not required any one developer to make all the improvements in coordination with a buyback agreement.
- Extent of street improvements along 175th Avenue. Need to confirm that the ultimate cross section will be 1M1 with a raised and landscaped median. Also, is 1M1 sufficient to handle the traffic especially given the school and its recent expansion?
 - o The ultimate improvements along 175th Avenue will be a 1m1 with median access control (see exhibit). As far as increasing capacity, we will not add additional travel lanes to this corridor due to the limited right-of-way.
- Can/has Traffic and Transportation do/done traffic counts to see the effects of the school traffic on the neighborhood since Paradise Honors opened up the middle school?
 - o There are pre and post traffic counts that were completed as part of the traffic impact studies from the school and all of the adjacent developments. The side by side left turns were added to provide adequate turning movements to the school and the development. These same types of improvements are planned for Sweetwater and the northern most

driveway of the school. Also, a new right turn lane for the school's southern driveway will be constructed by Rancho Tru-Gold using in-lieu fees collected from the school.

- What is the timing of the traffic signal at Sweetwater and 175th?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection. We are asking for the developers proportional share of the signal.
- What is the timing of the traffic signal at Sweetwater and Cotton?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection. We are asking for the developers proportional share of the signal.
- What is the timing of the traffic signal at Cactus and Cotton?
 - o Signalization is dependent upon warrants being met. We are working with Toll Brothers for improvements to this intersection.
- What is the timing of the traffic signal at Cactus and 175th?
 - o Signalization is dependent upon warrants being met. We are keeping an eye on this intersection.
- Is there something that the City can do to force additional access points to Paradise Honors?
 - o The school is still within Maricopa County's jurisdiction. Surprise is still waiting for right-of-way dedication for the 175th Avenue roadway improvements.
- What can be done to correct the blind spot at 175th and Sweetwater?
 - o This property is owned and controlled by MWD. At the time that the signal warrants are met, there will have to be a CIP project established to relocate the MWD facilities. Currently, there is no schedule or funding for these improvements.
- Can the City install an interim 3-way stop at 175th and Sweetwater?
 - o Traffic control is dependent upon stop warrants being met. Currently, this warrant is not met.

I hope this addresses your concerns. Please let me know if I can help you with anything further.

Thank You

Robert H. Kuhfuss, AICP, MPA
Current Planning Supervisor
City of Surprise Community Development Department
16000 North Civic Center Plaza
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02 Jan 2019 23:54:59 -0000



City Council
May 7, 2019

Rancho TruGold

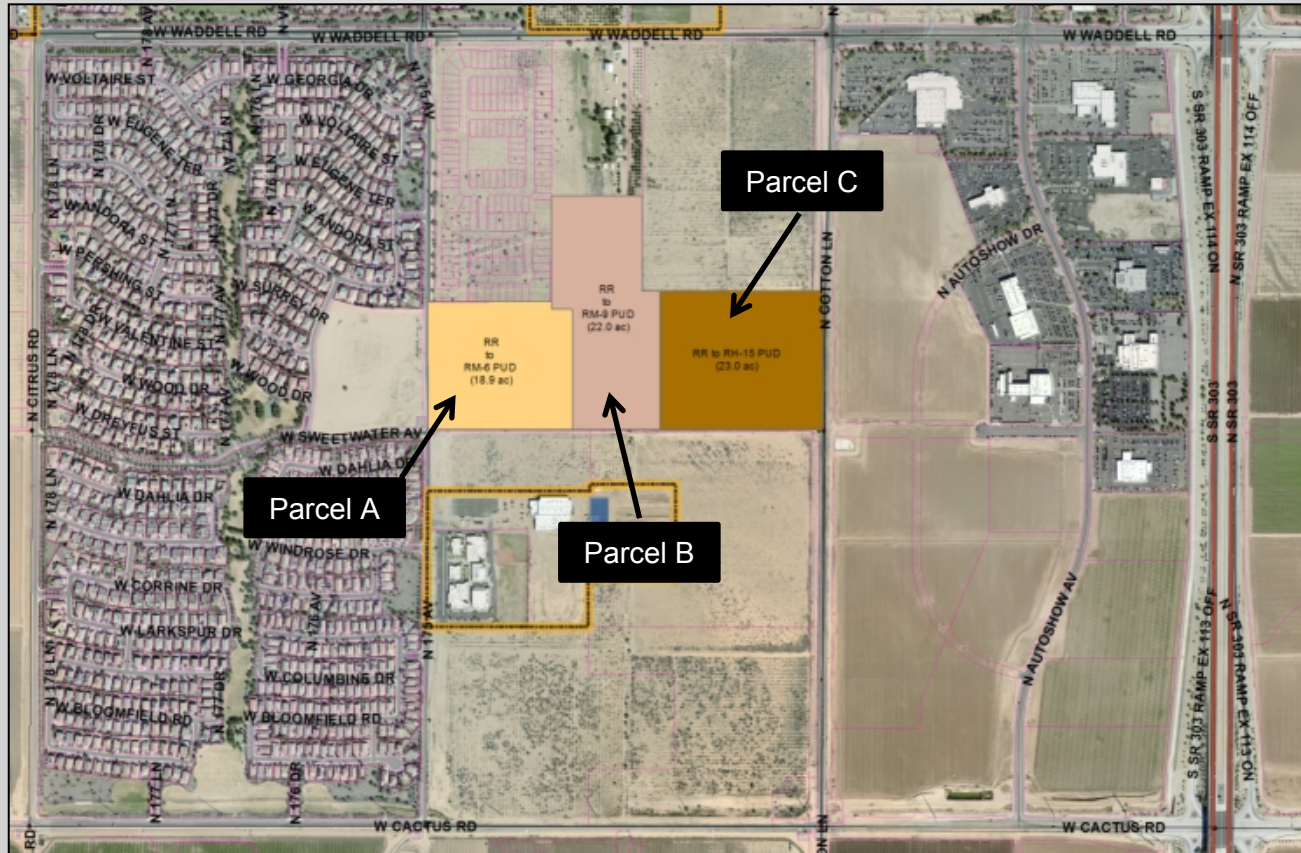
Rancho TruGold Zone Change

Rancho TruGold Preliminary Plat

Rancho TruGold Vicinity Map



Rancho TruGold Rezone (FS18-386) Case Map



Rancho TruGold Preliminary Plat Case Map

Rancho TruGold Rezone



- **Parcel A:** Zone Change from Residential Ranch (RR) to approx. 18.9 acres of Medium Density Residential (RM-6) with a Planned Unit Development (PUD) Overlay;
- **Parcel B:** Zone Change from Residential Ranch (RR) to approx. 22.0 acres of Medium Density Residential (RM-9) with a Planned Unit Development (PUD) Overlay;
- **Parcel C:** Zone Change from Residential Ranch (RR) to approx. 23.0 acres of Residential High (RH-15) with a Planned Unit Development (PUD) Overlay.

[illegible][illegible]

- [illegible]

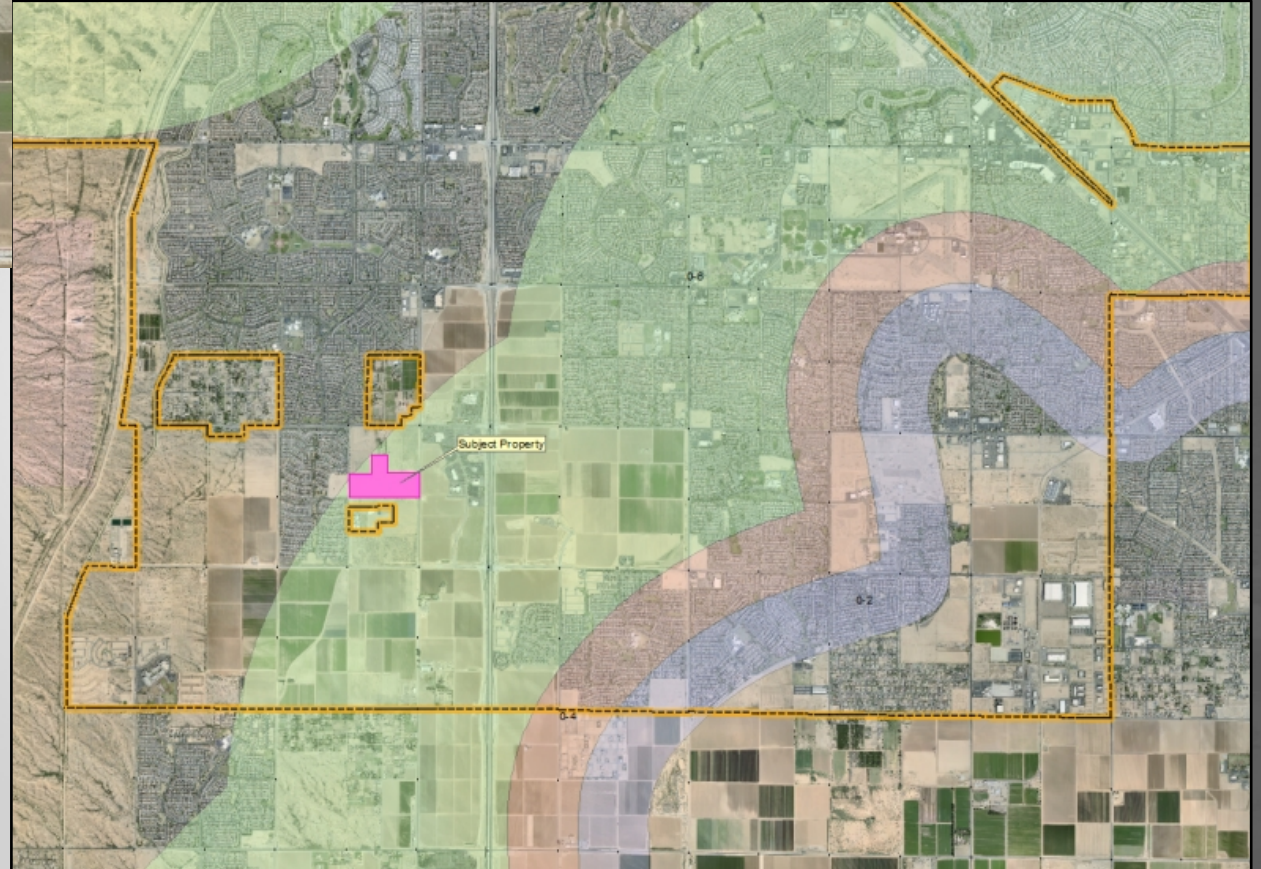
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Rancho TruGold Rezone



Graduated Density Concept





Rancho TruGold Rezone

Table 1: RM-6 PUD and RM-9 PUD Development Standards

Development Standard	RM-6 City Base Standard	Proposed RM-6 PUD Standard	RM-9 City Base Standard	Proposed RM-9 PUD Standard
Maximum Density	6.0	2.9 (decrease in density)	9.0	3.8 (decrease in density)
Minimum Lot Area (sf)	6,000	7,000 (increase in lot area)	4,500	5,900 (increase in lot area)
Minimum Lot Width (ft)	50	60 (increase lot width)	40	50 (increase lot width)
Minimum Lot Depth (ft)	100	100	100	100
Minimum Front Yard Setback (ft) (livable area/front-facing garage)	12/20	12/20	12/20	12/20
Minimum Side Yard Setback (ft)	TBD	5	TBD	5
Minimum Rear Yard Setback (ft)	20	20	20	20
Maximum Building Height (ft)	35	35	35	35
Driveway Width Percentage	30%	45%	30%	45%
Driveway Area Percentage	30%	45%	30%	45%



Rancho TruGold Rezone

Driveway Width as Percent of Lot Width

$$60' \times 45\% = 27'$$

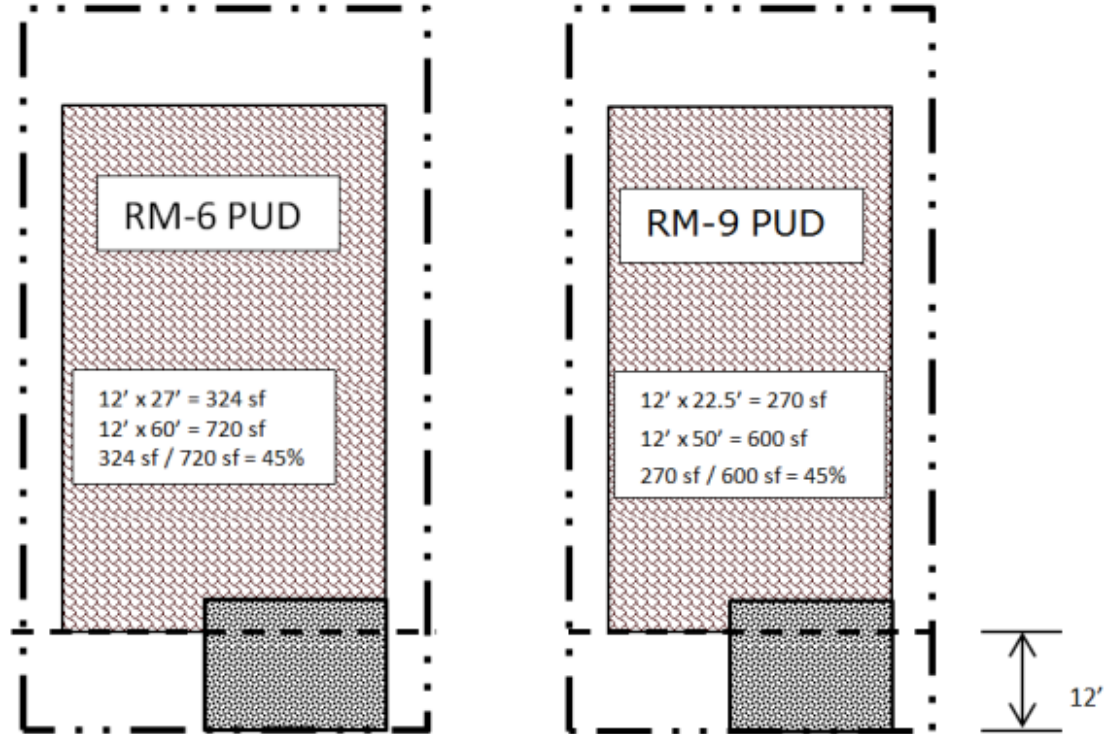


$$50' \times 45\% = 22.5'$$



Rancho TruGold Rezone

Driveway Area as Percent of Front Yard Area





Rancho TruGold Rezone

Table 2: RH-15 FUD Development Standards

Standard	Existing RH-15 Conventional Character Pattern Requirement	Proposed FUD Modifications
Maximum Dwelling Units per Gross Acre	15 du/ac	10.61 du/ac (244 units max)
Maximum Height	35 feet (3 stories)	16 ft./1 story for primary buildings; 20 ft./1 story for accessory buildings (office, fitness center, etc.) ⁽¹⁾
Minimum Building Setbacks: - Front (Sweetwater) - Side - Rear	30 feet 10 feet 30 feet	30 feet* ⁽²⁾ 10 feet* 24 feet
Minimum Landscape Buffers: - Adjacent to RM and RL	24 feet	Zero feet ⁽³⁾
- Adjacent to Commercial and other Districts	10 feet	Zero feet ⁽³⁾
Minimum Building Separation (one story buildings)	25 feet	10 feet
Bike Parking - Residential - Leasing Office	0.5 per dwelling 1 per 20 vehicle spaces	Zero per dwelling 1 per 20 vehicle spaces*

*Standard RH-15 Requirement. No Modification requested, listed for ease of reference.

(1) If an entry portico is provided, it shall be allowed at a height up to 30 feet for adequate emergency vehicles ingress and egress as well as appropriate architectural rooflines to match the primary buildings.

(2) For the purpose of SUDC section 122-136(b)(15)(d)(1), which discusses wall placement, the front yard shall be measured 25' from the Sweetwater Road property line and not the full 30' building setback.

(3) Minimum 24 foot deep private yards shall be provided with at least one tree per yard to act as buffering.

Citizen Outreach:

December 11, 2018

Recommendation:

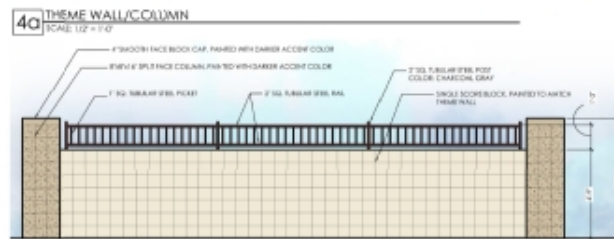
Zone Change (FS18-386)

Approve subject to Commission-recommended stipulations
“a” and “b”

[illegible]

Rancho TruGold Preliminary Plat





4b PARTIAL VIEW FENCE
SCALE: 1/2" = 1'-0"



4C ENTRY MONUMENT
SCALE: 1-1/2" = 1'-0"

FIGURE 4 - SINGLE-FAMILY WALL DETAILS
12/21/19



LOF AREA TABLE	
LOF #	AREA (SQ)
101	2,200
102	2,200
103	2,200
104	2,200
105	2,300
106	2,200
107	2,200
108	2,200
109	2,250
110	2,250
11	2,200
112	2,200
113	2,200
114	2,200
115	2,200
116	2,200
117	2,200
118	2,200
119	2,150
120	1,150
121	2,200
122	2,200
123	2,200
124	2,200
125	2,200
126	2,200
127	2,100
128	2,200
129	2,200
130	2,200
131	2,200
132	2,200
133	2,200
134	2,200
135	2,200
136	2,200
137	2,200
138	2,200
139	2,200

 LOT AREA TABLE FOR RANCHO TRUGLOD CITY OF SURPRISE, ARIZONA CASE # PS16-434 FILED JAN 11 2017 APR 11 2017 JAN 11 2017		 GRAND PLANNING SERVICES, INC. 10000 W. BUCKLEY BLVD. #100 SURPRISE, ARIZONA 85088	ISSUED BY: JF DRAWN BY: JF DATE: 01/11/17 DATE: 02/07/17 SHEET NUMBER TOTAL SHEETS: 74
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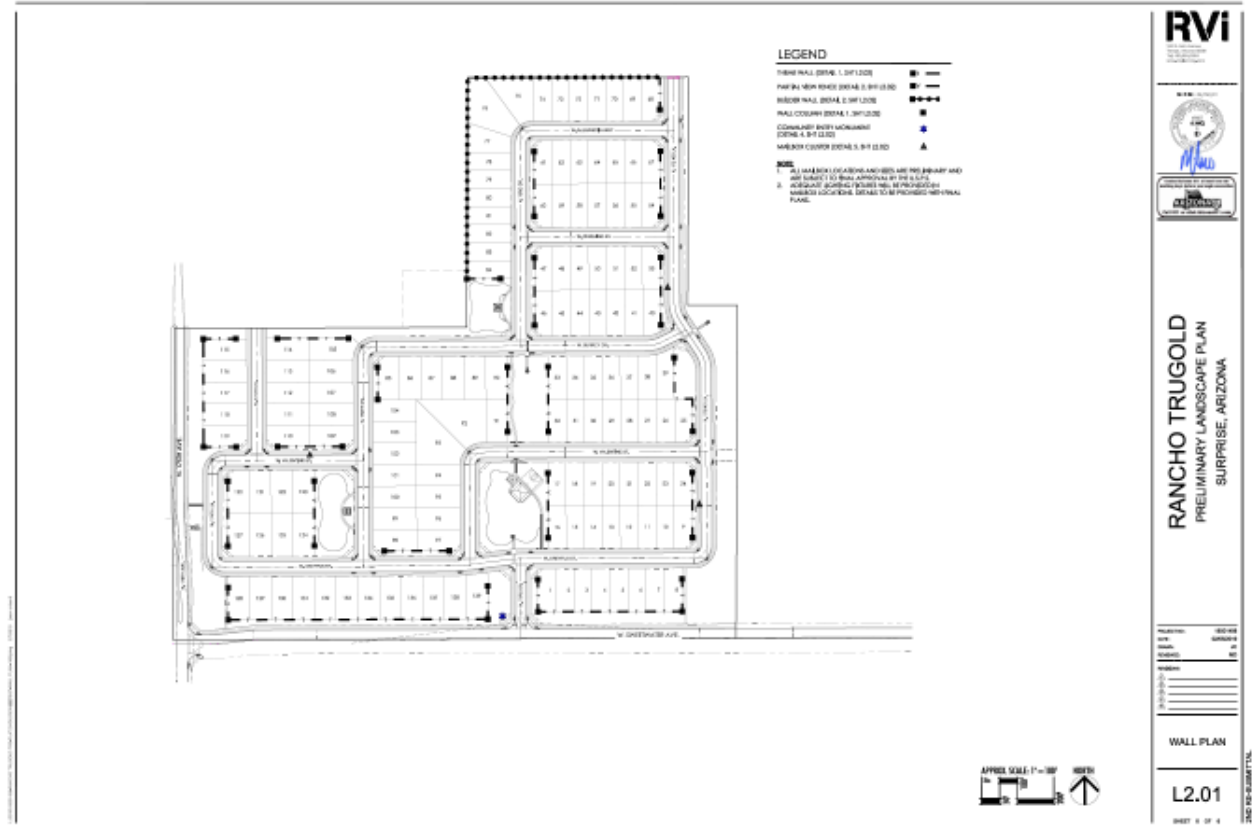
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Rancho TruGold Preliminary Plat



Recommendation:

Preliminary Plat (FS18-434)

Approve subject to Commission-recommended stipulations
“a” through “f”



**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION #2019-57

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A PRELIMINARY PLAT ENTITLED “RANCHO TRUGOLD” AND DATED FEBRUARY 6, 2019, A PROPERTY GENERALLY LOCATED NORTH AND EAST OF 175TH AVENUE AND SWEETWATER AVENUE.

WHEREAS, the proposed Preliminary Plat is in compliance with the Surprise Municipal Code and Surprise General Plan.

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

Section 1. The Preliminary Plat entitled “Rancho Trugold” dated February 6, 2019, is approved, subject to the following conditions:

- A. Development and use of the site shall be consistent with the Preliminary Plat entitled “Rancho Trugold Preliminary Plat”, consisting of seven (7) sheets prepared by David Evans and Associates, Inc. and stamped received February 8, 2019.
- B. Landscaping of the site shall be consistent with the Landscape Plan entitled “Rancho Trugold Preliminary Landscape Plan”, consisting of six (6) sheets prepared by RVI Planning + Landscape Architecture and stamped received February 8, 2019.
- C. If the medians for Sweetwater Avenue cannot be constructed by this project, the developer is responsible for in-lieu payment covering one half the costs of the required median/landscape improvements.
- D. All civil comments, per letter dated February 25, 2019, on file with Engineering Services of Public Works, shall be addressed and civil documents approved by city staff prior to final plat approval and issuance of civil construction permits.
- E. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.
- F. Non-compliance with the approved plan for this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____ 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Preliminary Plat entitled, "Heritage Asante - Parcel 3" dated February 8, 2019, a property generally located west of 163rd Avenue and north of Grand Avenue.

Motion:

I move to approve the Preliminary Plat entitled, "Heritage Asante- Parcel 3" dated February 8, 2019.

Background:

On September 26, 2018 Hilgart Wilson, LLC., submitted a request for a Preliminary Plat for Heritage Asante Parcel 3 generally located west of 163rd Avenue and north of Grand Avenue

Objective Analysis:

This proposed Preliminary Plat will allow for the development of a new residential subdivision of 71 lots on the subject site.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-493 - Heritage Parcel 3 - Staff Report - CC
2. 01 - FS18-493 - Heritage Parcel 3 - Vicinity Map
3. 02 - FS18-493 - Heritage Parcel 3 - Phase 1 Site Plan
4. 03 - FS18-493 - Heritage Parcel 3 - Preliminary Plat

5. 04 - FS18-493 - Heritage Parcel 3 - Landscape Plans
 6. FS18-493 - Heritage Parcel 3 - PowerPoint - CC
-

Preliminary Plat

REPORT TO THE CITY COUNCIL

Case: FS18-493

Project Name: Heritage Asante Parcel 3

Council District: 1 – ACACIA

Meeting Date: May 7, 2019

Planner: Sergio Angulo

Owner: LCD Asante, LLC.

Applicant: Zach Hilgart with Hilgart Wilson, LLC.

Request: Preliminary Plat for 71 Lots.

Site Location: Generally west of 163rd Avenue and north of Grand Avenue

Site Size: 19.19 Acres

Density: 3.7 Dwelling Units per Acre

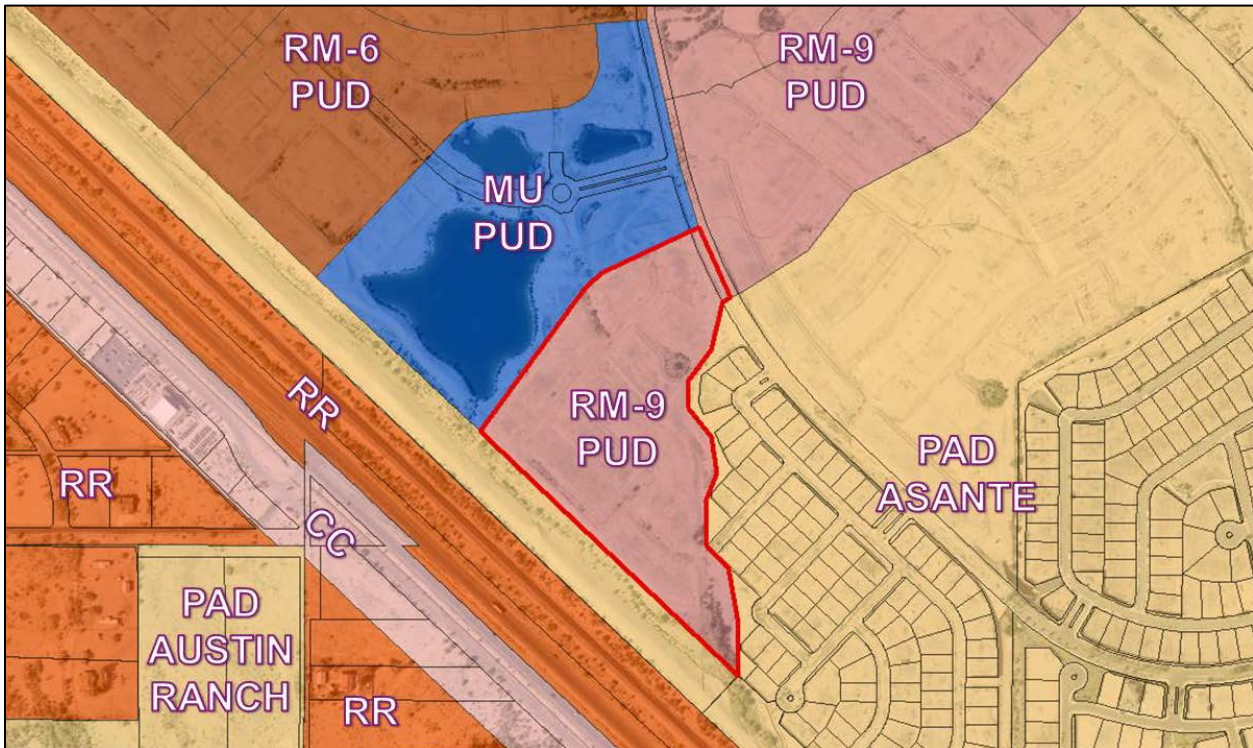
General Plan

Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-493.

Support/Opposition: None known.

Recommendation: On April 4, 2019 the Planning and Zoning Commission recommend approval of the Preliminary Plat, Case FS18-493, to the Mayor and City Council.

Existing Land Zoning:



Mixed Use PUD	Mixed Use PUD	RM-9 PUD
Mixed Use PUD	RM-9 PUD	PAD Asante (LDR)
PAD Asante (OS)	PAD Asante (OS)	PAD Asante (OS)

History:

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

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

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

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

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

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

February 15, 2018: A Concept Review meeting was held for the current proposal under case CR18-047.

September 26, 2018: The applicant filed a related request for a Preliminary Plat under case FS18-493, the subject case.

January 22, 2019: The Community Development Director approved a Minor Zoning Amendment to the Paradiso Asante PUD to modify certain development standards for the subject site.

April 4, 2019: The Planning and Zoning Commission recommend approval of the Preliminary Plat, Case FS18-493, to the Mayor and City Council.

Project Description:

Hilgart Wilson, LLC. on behalf of LCD Asante, LLC., requests approval of a Preliminary Plat to allow for the development of a single-family residential subdivision on approximately 19 acres in parcel 3 of Heritage Asante, an active adult community generally located west of 163rd Avenue and north of Grand Avenue. The applicant proposes 71 residential lots and landscape tracts for open space and retention.

The subject property is zoned RM-9 with a PUD Overlay. This development proposes 71 single-family detached homes and a total density of 3.7 dwelling units per acre which is consistent with the approved PUD Overlay. The typical lot size proposed in this subdivision is 58' x 110'. This development dedicates approximately 3.39 acres (18.23%) for open space which includes a shaded seating area and direct access to the linear park along Grand Avenue and to the multi-use amenity parcel (Parcel 4) to the north. Additional landscape and retention basins also contribute to the total open space.

The proposed subdivision shows two (2) access points into the site; one (1) located on the northeast side from Asante Boulevard and the other located on the southeast side from 172nd Lane. Access into this subdivision will be restricted with gates at the entrance on 172nd Lane and on Asante Boulevard north of 173rd Avenue.

The project proposes good pedestrian connectivity from the residential lots to the open space tracts and to the proposed sidewalks along Asante Boulevard, to the linear park along Grand Avenue and to the multi-use amenity parcel (Parcel 4) to the north.

This Preliminary application is in conjunction with a related Final Plat application which will be presented to the Mayor and City Council for action on May 7, 2019.

Reviewing Agencies:

In addition to the standard city reviewing agencies, Luke Air force Base, the Dysart Unified School District, Maricopa Water District, and ADOT were included in the routing of this case. These agencies indicated no objections to the subject case.

88 **Summary:**

89
90 The proposed Preliminary Plat meets the requirements of the Asante Paradiso PUD, the
91 Surprise Municipal Code, and the General Plan.
92

93 **Findings:**

- 94
95 • The proposed Preliminary Plat is consistent with the Surprise General Plan 2035.
96 • The proposed Preliminary Plat is consistent with the Paradiso Asante PUD as
97 amended under case FS18-493.
98 • The reviewing agencies have indicated no objections to the request.
99

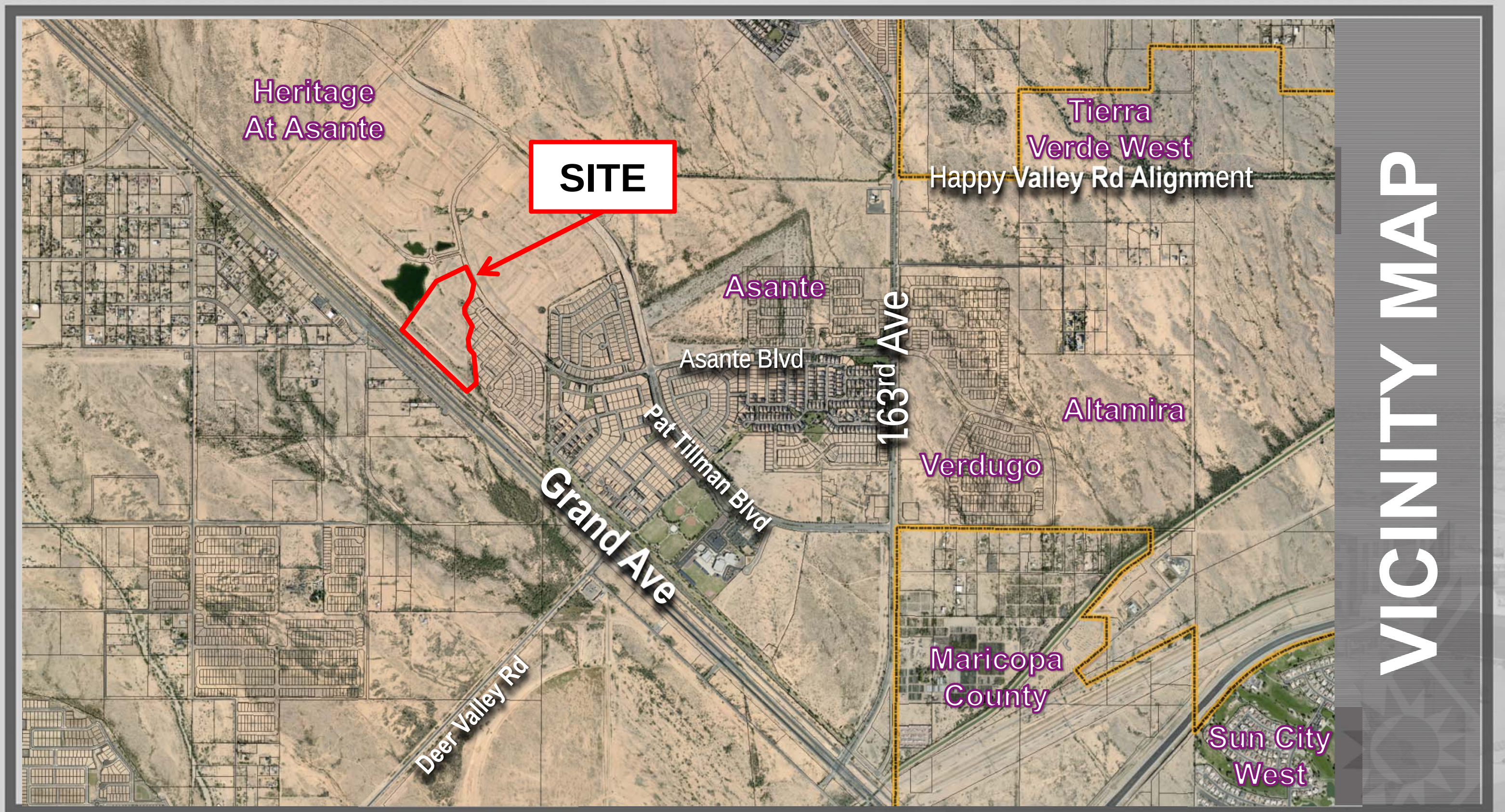
100 **Recommendation:**

101
102 On April 4, 2019 the Planning and Zoning Commission recommend approval of the
103 Preliminary Plat, Case FS18-493, to the Mayor and City Council.
104

105 However, should the Mayor and City Council wish to recommend denial of the request, the
106 Mayor and City Council should make its own findings and base its decision on those
107 alternative findings.
108

109 **Attachments:**

- 110
111 01 Vicinity Map
112 02 Phase 1 Site Plan
113 03 Preliminary Plat
114 04 Landscape Plans



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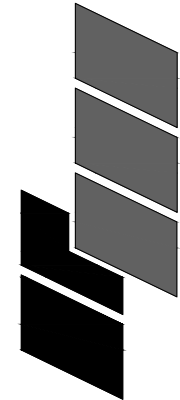


 HILGARTWILSON	PROJ NO.: 1909
	DATE: MARCH 2019
	SCALE: 1"=180'
	DRAWN: HW
	DESIGNED: HW
DWG. NO.	APPROVED: ZH
	1
SHT.	1 OF 1

HERITAGE ASANTE

CITY OF SURPRISE, ARIZONA

S I T E P L A N



HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
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PHOENIX, AZ 85016
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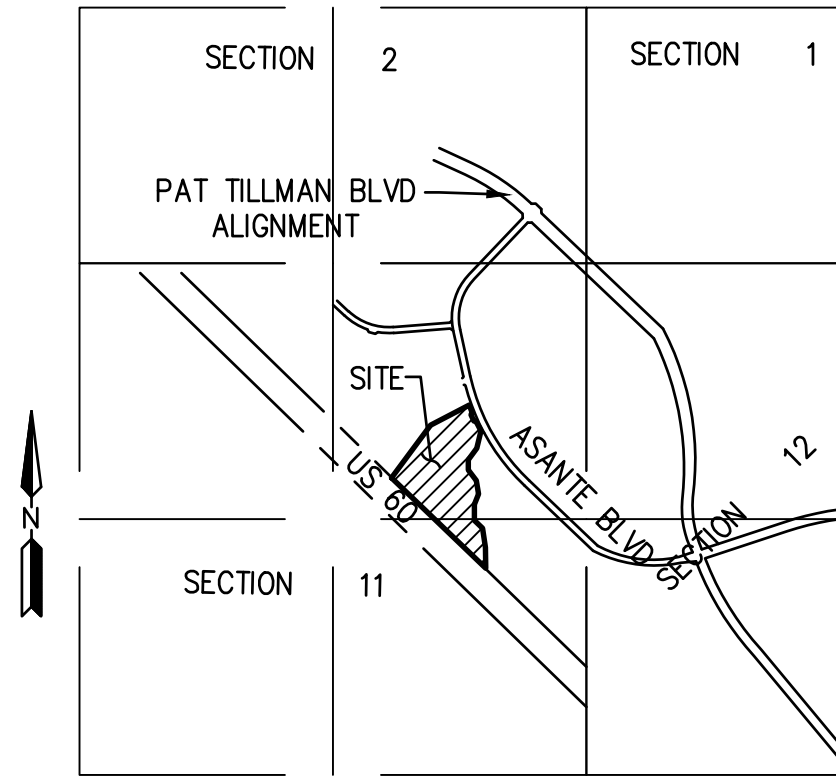
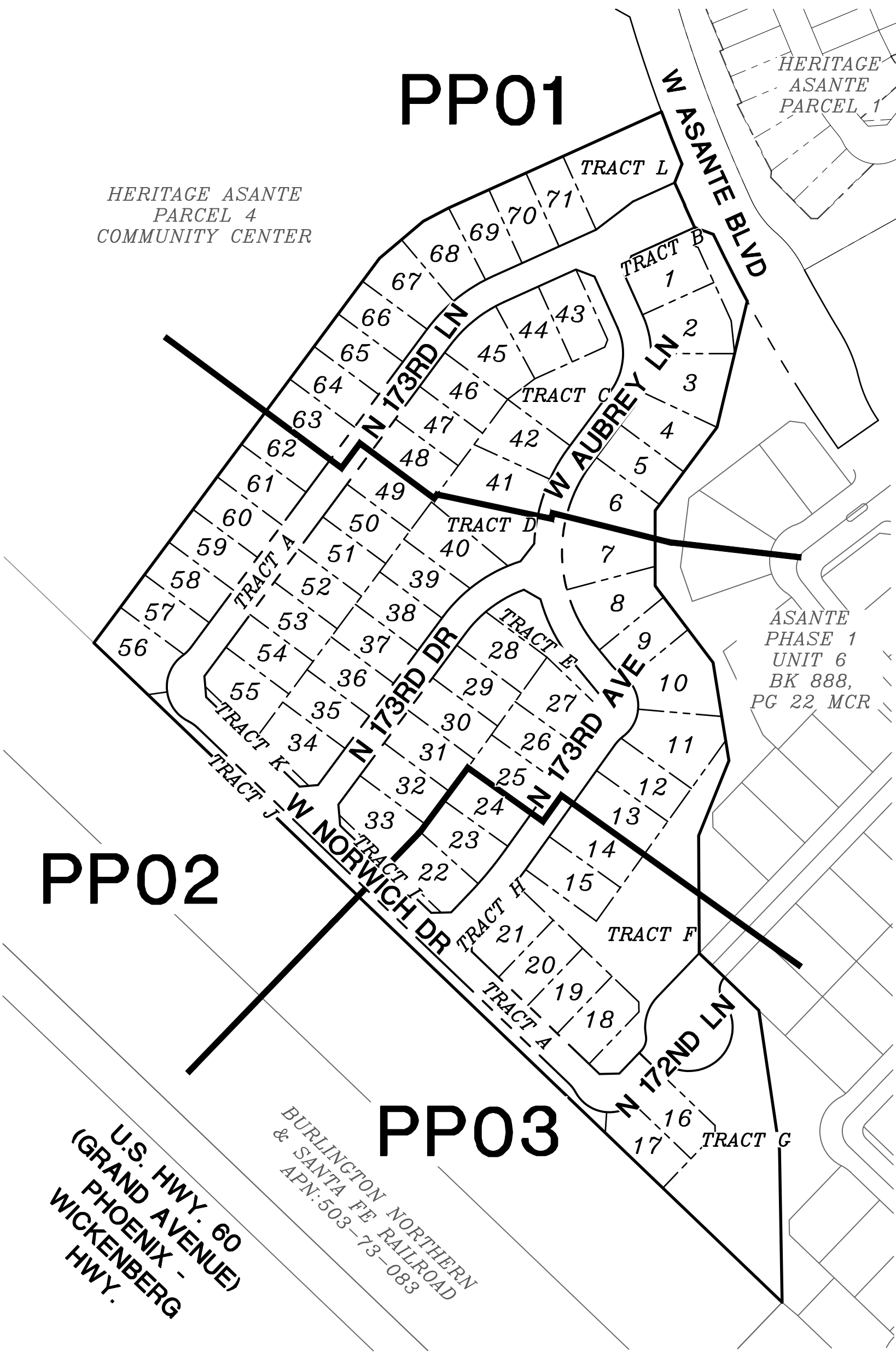
PRELIMINARY PLAT FOR HERITAGE ASANTE - PARCEL 3 SURPRISE, ARIZONA

A PORTION OF THE NORTH EAST QUARTER OF SECTION 11, AND
A PORTION OF THE NORTHWEST QUARTER OF SECTION 12
OF TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 11 FROM WHICH A FOUND ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF BEARS
SOUTH 00°43'44" WEST, 2644.11 FEET;
THENCE SOUTH 00°43'44" WEST, 492.48 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11;
THENCE LEAVING SAID EAST LINE, NORTH 89°16'16" WEST, 995.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SANTE FE RAILROAD BEING THE POINT OF BEGINNING;
THENCE NORTH 46°13'34" WEST, 1361.25 FEET ALONG SAID NORTH RIGHT-OF-WAY;
THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 36°35'31" EAST, 684.39 FEET;
THENCE NORTH 49°45'24" EAST, 81.88 FEET;
THENCE NORTH 62°19'00" EAST, 40.92 FEET;
THENCE NORTH 65°41'31" EAST, 333.46 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WEST ASANTE BOULEVARD AS SHOWN ON THE MAP OF DEDICATION OF ASANTE PHASE TWO FILED AS BOOK 885, PAGE 46, MARICOPA COUNTY RECORDERS TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2135.00 FEET, THE CENTER OF WHICH BEARS NORTH 69°37'20" EAST;
THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY AND SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°08'59", AN ARC LENGTH OF 80.10 FEET TO A NON-TANGENT LINE;
THENCE LEAVING SAID WEST RIGHT-OF-WAY, SOUTH 21°26'41" WEST, 28.66 FEET;
THENCE SOUTH 24°00'23" EAST, 70.00 FEET;
THENCE SOUTH 69°45'29" EAST, 28.51 FEET TO THE AFORESAID WEST RIGHT-OF-WAY OF ASANTE BOULEVARD OF SAID PLAT AND TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2135.00 FEET, THE CENTER OF WHICH BEARS NORTH 64°31'13" EAST;
THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°38'21", AN ARC LENGTH OF 23.81 FEET TO A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°43'41", AN ARC LENGTH OF 10.92 FEET TO A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 46.50 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°41'07", AN ARC LENGTH OF 69.54 FEET TO A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET, THE CENTER OF WHICH BEARS SOUTH 19°55'25" WEST;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°33'03", AN ARC LENGTH OF 10.88 FEET TO A NON-TANGENT LINE;
THENCE THE FOLLOWING TEN (10) COURSES ALONG SAID WEST PARCEL LINE;
THENCE LEAVING SAID WEST RIGHT-OF-WAY, SOUTH 13°27'06" WEST, 185.46 FEET;
THENCE SOUTH 36°35'31" WEST, 148.21 FEET;
THENCE SOUTH 00°00'00" EAST, 107.48 FEET;
THENCE SOUTH 37°01'17" EAST, 137.39 FEET;
THENCE SOUTH 09°12'02" EAST, 141.79 FEET;
THENCE SOUTH 21°59'17" WEST, 115.66 FEET;
THENCE SOUTH 00°18'03" EAST, 167.79 FEET;
THENCE SOUTH 46°13'34" EAST, 118.00 FEET;
THENCE SOUTH 08°23'45" EAST, 201.45 FEET;
THENCE SOUTH 01°00'28" EAST, 217.68 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
NOT TO SCALE

ENGINEER

HILGARTWILSON
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PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
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CONTACT: ZACH HILGART, PE
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OWNER

LCD ASANTE LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282
PHONE: (480) 777-4625
CONTACT: TODD SKORO

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 00°43'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDERS.

BENCHMARK

FOUND 2" BRASS DISK IN THE NORTHEAST CURB
RETURN ON PAT TILLMAN BOULEVARD, 500± WEST
OF 163RD AVENUE STAMPED "CITY OF SURPRISE
PT40 9-11 BENCHMARK"
DATUM: NAVD83
ELEVATION: 1361.76

SHEET INDEX

CV01 COVER SHEET
CV02 NOTES & DETAILS
PP01-PP06 PRELIMINARY PLAT

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

UTILITIES

WATER CITY OF SURPRISE
SEWER CITY OF SURPRISE
ELEC. APS
GAS SOUTHWEST GAS
TELEPHONE CENTURY LINK
CABLE TV COX
POLICE CITY OF SURPRISE
FIRE CITY OF SURPRISE
ELEMENTARY SCHOOL DISTRICT DYSART UNIFIED SCHOOL DISTRICT
HIGH SCHOOL DISTRICT DYSART UNIFIED SCHOOL DISTRICT

100 YEAR ASSURED WATER SUPPLY

THIS SUBDIVISION IS WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

HERITAGE ASANTE - PARCEL 3

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGARTWILSON

PROJ NO.: 1909

DATE: FEB 2019

SCALE: N.T.S.

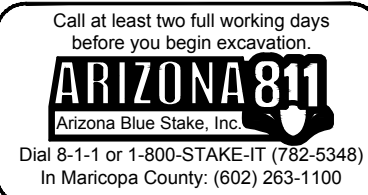
DRAWN: HW

DESIGNED: HW

APPROVED: ZH

DWG. NO.
CV01

SHT. 1 OF 5



LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)	LOT NO.	AREA (SQ.FT)	AREA (ACRES)
1	7020	0.16	21	7069	0.16	41	9148	0.21	61	6670	0.15
2	9499	0.22	22	7137	0.16	42	7712	0.18	62	6670	0.15
3	9409	0.22	23	6966	0.16	43	6930	0.16	63	6670	0.15
4	7693	0.18	24	6484	0.15	44	7416	0.17	64	6670	0.15
5	6545	0.15	25	6484	0.15	45	8641	0.20	65	6670	0.15
6	8653	0.20	26	6484	0.15	46	6734	0.15	66	6670	0.15
7	9566	0.22	27	7796	0.18	47	6496	0.15	67	7925	0.18
8	8886	0.20	28	7125	0.16	48	6496	0.15	68	7924	0.18
9	6775	0.16	29	6682	0.15	49	6496	0.15	69	6927	0.16
10	10467	0.24	30	6740	0.15	50	6496	0.15	70	6670	0.15
11	10182	0.23	31	6799	0.16	51	6496	0.15	71	6670	0.15
12	7243	0.17	32	6824	0.16	52	6496	0.15			
13	7250	0.17	33	7754	0.18	53	6496	0.15			
14	7250	0.17	34	7497	0.17	54	6496	0.15			
15	7309	0.17	35	6438	0.15	55	7628	0.18			
16	6696	0.15	36	6438	0.15	56	8062	0.19			
17	7046	0.16	37	6438	0.15	57	6661	0.15			
18	7069	0.16	38	6438	0.15	58	6670	0.15			
19	6554	0.15	39	6564	0.15	59	6670	0.15			
20	6554	0.15	40	8024	0.18	60	6670	0.15			

TRACT TABLE		
TRACT	AREA (ACRES)	USE
ROW	0.35	PUBLIC RIGHT OF WAY
TRACT A	3.40	COMMON AREA, DRAINAGE & PRIVATE ACCESSWAY
TRACT B	0.15	COMMON AREA & DRAINAGE
TRACT C	0.32	COMMON AREA & DRAINAGE
TRACT D	0.17	COMMON AREA & DRAINAGE
TRACT E	0.16	COMMON AREA & DRAINAGE
TRACT F	0.90	COMMON AREA & DRAINAGE
TRACT G	0.92	COMMON AREA & DRAINAGE
TRACT H	0.02	COMMON AREA & DRAINAGE
TRACT I	0.04	COMMON AREA & DRAINAGE
TRACT J	0.30	COMMON AREA & DRAINAGE
TRACT K	0.04	COMMON AREA & DRAINAGE
TRACT L	0.35	COMMON AREA & DRAINAGE

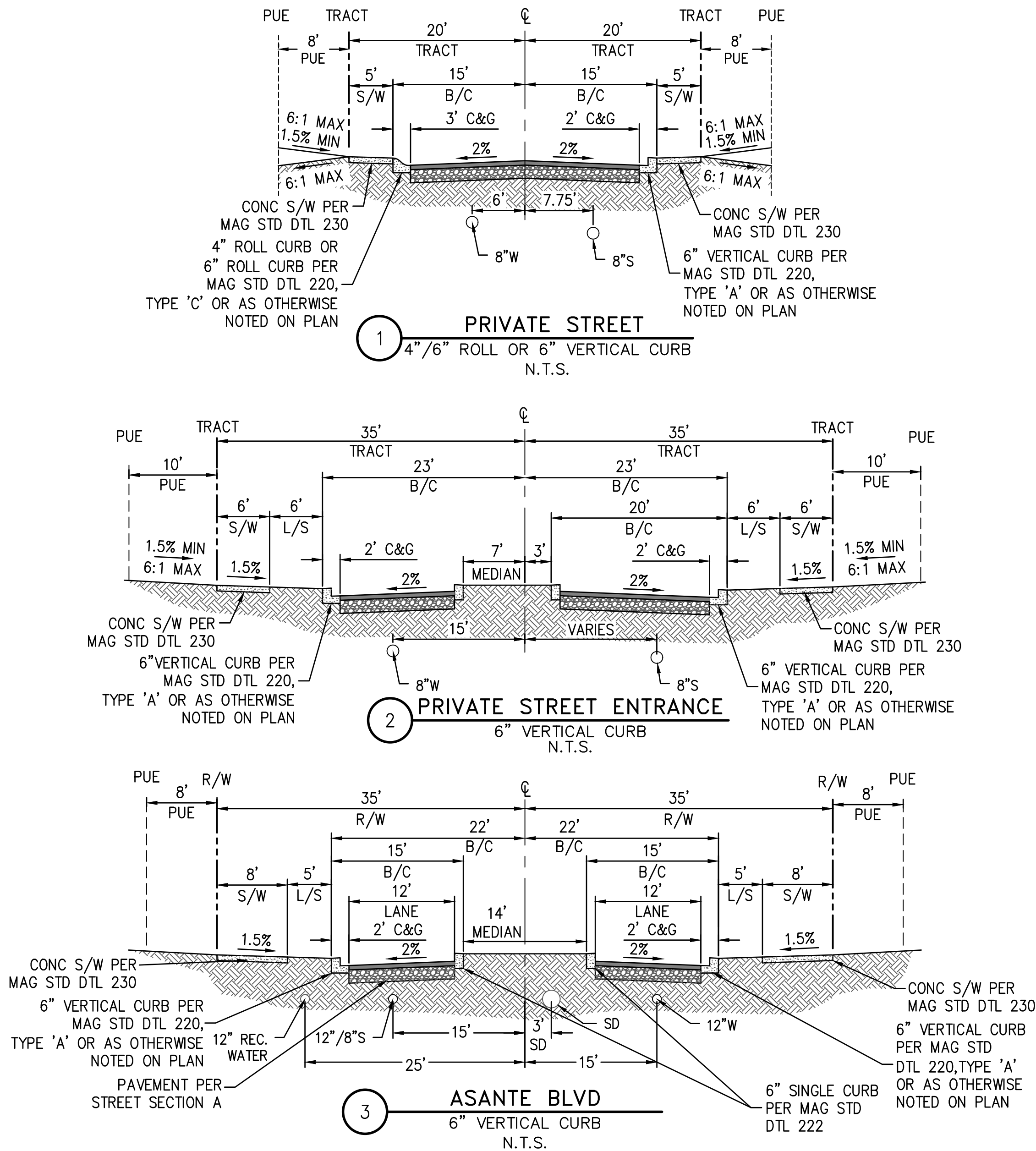
AREA TABLE		
TRACT	AREA (ACRES)	USE
ROW	0.35	PUBLIC RIGHT OF WAY

	BOUNDARY LINE
	CENTER LINE
	RIGHT OF WAY
	PARCEL LINE
	SIGHT VISIBILITY EASEMENT
APN	ASSESSOR PARCEL NUMBER
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
	FLOW ARROW
	4" ROLL CURB & GUTTER
	6" ROLL CURB & GUTTER
	VERTICAL CURB & GUTTER
	5' CURB TRANSITION

SITE SUMMARY TABLE	
	PARCEL 3
OVERALL GROSS AREA (ACRES)	19.19
OVERALL NET (*) AREA (ACRES)	18.56
TOTAL NUMBER OF LOTS: SINGLE FAMILY	71
TOTAL OPEN SPACE (ACRES)	3.39
TOTAL PERCENTAGE OF OPEN SPACE (%)	18.28%
TYPICAL LOT SIZE (SF)	6,438
AVERAGE LOT SIZE (SF)	7,224
MAXIMUM LOT SIZE (SF)	10,467
TYPICAL LOT WIDTH (FT)	58'
TYPICAL LOT DEPTH (FT)	110'
DENSITY (DU/AC): PER GROSS AREA	3.70
TAX ASSESSORS PARCEL NUMBER	503-73-771
*NET EXCLUDES LOCAL STREET PUBLIC ROW AND W. ASANTE BLVD	

DEVELOPMENT STANDARDS TABLE – PER HERITAGE ASANTE PUD, FS-17-010, OR SUBSEQUENT AMENDMENTS	
ZONING	RM-6 PUD
TYPICAL LOT	58' X 110'
MIN. AREA	6,380 SF
MIN. WIDTH	58'
MIN. DEPTH	110'
BUILDING SETBACKS (2)	
FRONT	20/12' FOR LIVING AREA OR SIDE ENTRY GARAGE
SIDE (2)	5'/8'
STREET SIDE (2)(3)	13'
REAR (2)	15'
REAR ADJ. TO ARTERIAL (2)(7)(8)	20'
MIN. DISTANCE BETWEEN HOUSES	10'
BLDG. HEIGHT	30'
LOT COVERAGE	50%

- (2) NON-STRUCTURAL ELEMENTS SUCH AS FIREPLACES, BAY WINDOWS, POP-OUTS, PERGOLAS OR PATIO COVERS MAY ENCROUGH NO MORE THAN 3' INTO FRONT AND SIDE SETBACKS AND 10' INTO REAR SETBACKS PROVIDED THAT A PATIO COVER MAY NOT EXTEND TO A POINT CLOSER THAN 10' FROM THE REAR PROPERTY LINE EXCEPT FOR CLUSTER TYPE & Z LOT HOMES.
- (3) DOES NOT APPLY IF LANDSCAPE TRACT IS USED (8' MIN).
- (4) TWO ADJACENT MULTI-STORY HOUSES MUST BE SEPARATED BY NOT LESS THAN 13 FEET, AND A MULTI-STORY HOUSE AND AN ADJACENT SINGLE STORY HOUSE MUST BE SEPARATED BY NOT LESS THAN 10 FEET.
- (5) IF ANY PORTION OF MULTI-STORY HOUSE HAS ONLY ONE STORY ADJACENT TO THE SIDE YARD PROPERTY LINE, THE SINGLE-STORY SETBACKS WILL APPLY.
- (6) NO DRIVEWAY SHALL BE LESS THAN 20 FEET IN LENGTH, AS MEASURED FROM FACE OF GARAGE TO THE BACK OF SIDEWALK.
- (7) IF THE PORTION OF A MULTI-STORY HOUSE OR STRUCTURE WHICH ABUTS ON AN ARTERIAL STREET IN THE REAR IS SINGLE-STORY, THEN THE REAR SETBACK SHALL NOT BE LESS THAN 20 FEET AS MEASURED FROM THE PROPERTY LINE.
- (8) IF TWO ADJACENT HOUSES OR STRUCTURES ABUT AN ARTERIAL STREET IN THE REAR, THEN THE REAR SETBACKS SHALL BE STAGGERED AS FOLLOWS:
 - (A) IF THE ADJACENT HOUSE OR STRUCTURES ARE BOTH MULTI-STORY, THEN THE REAR SETBACK SHALL BE 20-FEET (20') FOR ONE AND 25 FEET (25') FOR THE OTHER; OR
 - (B) IF THE ADJACENT HOUSE OR STRUCTURES ARE BOTH MULTI-STORY, THEN THE REAR SETBACK SHALL BE 25-FEET (25') FOR ONE AND 30-FEET (30') FOR THE OTHER; OR
 - (C) IF A MULTI-STORY HOUSE IS ADJACENT TO A SINGLE-STORY HOUSE, THEN THE SETBACKS ESTABLISHED IN SUBSECTIONS 1 AND 2 SHALL APPLY; AND
 - (D) IF THREE OR MORE ADJACENT HOUSES OR STRUCTURES ABUT AN ARTERIAL STREET IN THE REAR, THEN THE REAR SETBACKS SHALL BE STAGGERED AS PROVIDED ABOVE SO THAT NOT MORE THAN TWO ADJACENT HOUSES OR STRUCTURES MAY HAVE THE SAME REAR SETBACK
- (9) IF A LANDSCAPE TRACT WITH THE FOLLOWING DIMENSIONS IS CONSTRUCTED BETWEEN THE REAR PROPERTY LINES OF ADJACENT LOTS WHICH ABUT AN ARTERIAL STREET IN THE REAR, AND THE RIGHT-OF-WAY OF THE ARTERIAL STREET, THEN THE REAR SETBACKS ESTABLISHED IN SUBSECTION 8. (D) OF THIS SECTION SHALL APPLY. THE AVERAGE WIDTH OF SUCH LANDSCAPE TRACT SHALL NOT BE LESS THAN 15-FEET (15'). THE NARROWEST PART OF THE TRACT MUST BE 10-FEET (10') OR GREATER IN WIDTH. NOT LESS THAN 50-PERCENT (50%) OF THE LANDSCAPE TRACT, AS MEASURED ALONG THE LINEAL BOUNDARY BETWEEN THE TRACT AND THE ADJACENT LOTS, MUST BE 15-FEET (15') IN WIDTH OR GREATER.
- (10) IF A HOUSE OR OTHER STRUCTURE ABUTS AN ARTERIAL STREET ON THE SIDE, THEN THE WIDER OF THE TWO SIDE SETBACKS APPLICABLE TO THE HOUSE OR STRUCTURE SHALL BE ON THE SIDE WHICH ABUTS THE ARTERIAL STREET AND SHALL BE INCREASED BY 5 ADDITIONAL FEET (5'). FOR EXAMPLE, IF THE SIDE SETBACKS OF A HOUSE OR STRUCTURE WHICH ABUTS AN ARTERIAL STREET ON THE SIDE WOULD ORDINARILY BE 8-FEET (8') AND 5-FEET (5'), THEN THE 8-FEET (8') SETBACK SHALL BE INCREASED TO 13-FEET (13') AND SHALL APPLY TO THE SIDE OF THE HOUSE OR STRUCTURE WHICH ABUTS THE ARTERIAL STREET, AND THE OTHER SIDE SETBACK SHALL REMAIN 5-FEET (5').



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PHOENIX, AZ 85016 | www.hilgartwilson.com



HERITAGE ASANTE - PARCEL 3

ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

HILGART WILSON

PROJ NO.:	1909
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DATE: FEB 2019
SCALE: N.T.S.

DRAWN: HW

DESIGNED: HW

DWG. NO

CV02

SHT. 2 OF 5

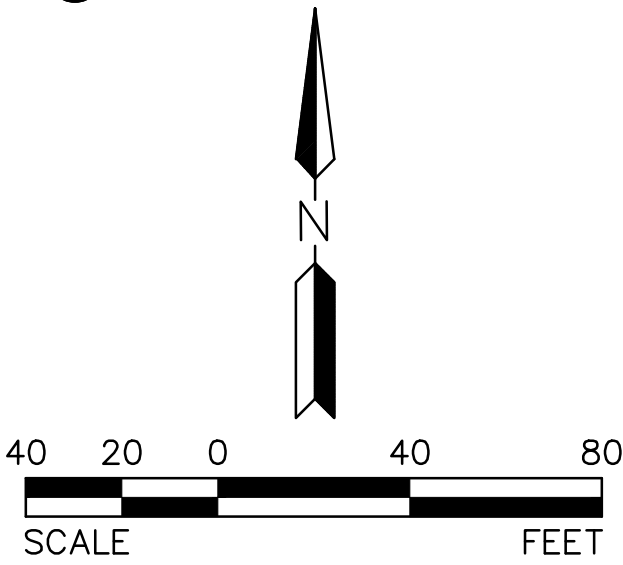


CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	200.00'	45°58'13"	160.47'
C2	230.00'	76°00'07"	305.09'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N36°35'31"E	625.16'
L2	N36°35'31"E	342.91'
L3	N35°35'24"E	268.95'
L4	S46°13'34"E	855.64'
L5	N39°24'36"W	93.60'



NOTES:
① 30'X30' SIGHT VISIBILITY TRIANGLE



REV:

HILGARTWILSON
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PHOENIX, AZ 85016
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HERITAGE ASANTE - PARCEL 3
ASANTE BOULEVARD & 163RD AVENUE
SURPRISE, ARIZONA

PRELIMINARY PLAT

PP02

SHT. 4 OF 5

HILGARTWILSON

PROJ NO.: 1909
DATE: FEB 2019
SCALE: 1" = 40'
DRAWN: HW
DESIGNED: HW
APPROVED: ZH

DWG. NO.
PP02

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TREE PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY
	<i>Acacia aneura</i> MULGA	24" BOX STANDARD	
	<i>Fraxinus velutina</i> ARIZONA ASH	24" BOX STANDARD	
	<i>Parkinsonia</i> 'Desert Museum' DESERT MUSEUM	24" BOX MULTI	
	<i>Prosopis</i> 'Phoenix' PHOENIX MESQUITE	24" BOX MULTI	
	<i>Prosopis g.</i> 'Maverick' HONEY MESQUITE	24" BOX STANDARD	
	<i>Pinus edlarica</i> MONDEL PINE	24" BOX STANDARD	
	<i>Quercus virginiana</i> 'Heritage' HERITAGE LIVE OAK	24" BOX STANDARD	
	<i>Quercus virginiana</i> 'Heritage' HERITAGE LIVE OAK	36" BOX STANDARD	
	<i>Phoenix dactylifera</i> DATE PALM	20' CBTH	

SHRUB PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.
	BOUGAINVILLEA 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL.	5'-0" O.C.	
	CAESALPINIA PULCHERRIMA MEXICAN BIRD OF PARADISE	5 GAL.	8'-0" O.C.	
	CONVOLVULUS CNEORUM BUSH MORNING GLORY	5 GAL.	3'-0" O.C.	
	DASYLIRION WHEELERI DESERT SPOON	5 GAL.	4'-0" O.C.	
	DODONAEA VISCOSA 'PURPUREA' PURPLE HOPSEED BUSH	5 GAL.	5'-0" O.C.	
	EREMOPHILA GLABRA SSP. CARNOSA 'WINTER BLAZE'	5 GAL.	5'-0" O.C.	
	EREMOPHILA 'VALENTINE' VALENTINE EMU BUSH	5 GAL.	5'-0" O.C.	
	EUPHORBIA RIGIDA GOPHER PLANT	5 GAL.	4'-0" O.C.	
	HESPERALOE PARVIFLORA 'PERPA' BRAKELIGHTS RED YUCCA	5 GAL.	3'-0" O.C.	
	HESPERALOE PARVIFLORA 'YELLOW' YELLOW HESPERALOE	5 GAL.	3'-0" O.C.	
	LANTANA CAMARA BUSH LANTANA	5 GAL.	4'-0" O.C.	
	LEUCOPHYLLUM F. 'GREEN CLOUD' GREEN CLOUD SAGE	5 GAL.	5'-0" O.C.	
	LEUCOPHYLLUM L. LYNN'S LEGACY LYNN'S LEGACY TEXAS SAGE	5 GAL.	5'-0" O.C.	
	LEUCOPHYLLUM X 'HEAVENLY CLOUD' HEAVENLY CLOUD SAGE	5 GAL.	5'-0" O.C.	
	MUHLENBERGIA C. 'REGAL MIST' PINK MUHLY	5 GAL.	3'-0" O.C.	
	MUHLENBERGIA RIGENS DEER GRASS	5 GAL.	4'-0" O.C.	
	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL.	5'-0" O.C.	

GROUND COVER PLANTING LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.	COMMENTS
	DALEA CAPITATA 'SIERRA GOLD' SIERRA GOLD DALEA	5 GAL.	3'-0" O.C.		
	DALEA GREGGII TRAILING INDIGO BUSH	5 GAL.	5'-0" O.C.		
	LANTANA 'NEW GOLD' NEW GOLD LANTANA	5 GAL.	6'-0" O.C.		
	LANTANA 'RADIATION' RADIATION LANTANA	5 GAL.	6'-0" O.C.		
	ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET' HUNTINGTON CARPET ROSEMARY	5 GAL.	5'-0" O.C.		
	DECOMPOSED GRANITE EXPRESS BROWN	1" SCREENED			
	TURF				



1. THEME WALL/ACCENT PANEL - SMOOTH STUCCO FINISH PAINTED "BREVITY BROWN" SW6068
2. 6"x8"x8" SPLIT-FACE CMU BLOCK, PAINTED "UTTERLY BEIGE" SW6080
3. 6"x4"x16" SOLID SPLIT-FACE CMU BLOCK PAINTED "BREVITY BROWN" SW6068
4. 6"x8"x16" SINGLE-SCORE SMOOTH FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
5. 6"x8"x16" SPLIT-FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
6. STUCCO FINISH - COMMON EXTERIOR FACE, TOP AND EXPOSED ENDS TO RECEIVE STUCCO

- | | |
|--|--|
| 1. THEME WALL ACCENT PANEL - SMOOTH STUCCO FINISH PAINTED "BREVITY BROWN" SW6068 | 7. 8"x8"x16" SMOOTH FACE CMU BLOCK CONSTRUCTION, PRIVATE SIDE EXTERIOR FACE PAINTED "UTTERLY BEIGE" SW6080 |
| 2. 6"x8"x8" SPLIT-FACE CMU BLOCK, PAINTED "UTTERLY BEIGE" SW6080 | 8. FINISH GRADE |
| 3. 6"x4"x16" SOLID SPLIT-FACE CMU BLOCK PAINTED "BREVITY BROWN" SW6068 | 9. COMPACTED SUBGRADE |
| 4. 6"x8"x16" SINGLE-SCORE SMOOTH FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080 | 10. CONCRETE FOOTING WITH STEEL REINFORCEMENT PER STRUCTURAL ENGINEER'S DETAILS AND CALCS |
| 5. 6"x8"x16" SPLIT-FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080 | 11. THEME WALL COLUMN-SMOOTH STUCCO FINISH PAINTED "BREVITY BROWN" SW6068 |
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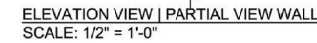
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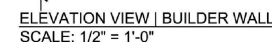
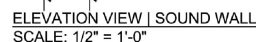


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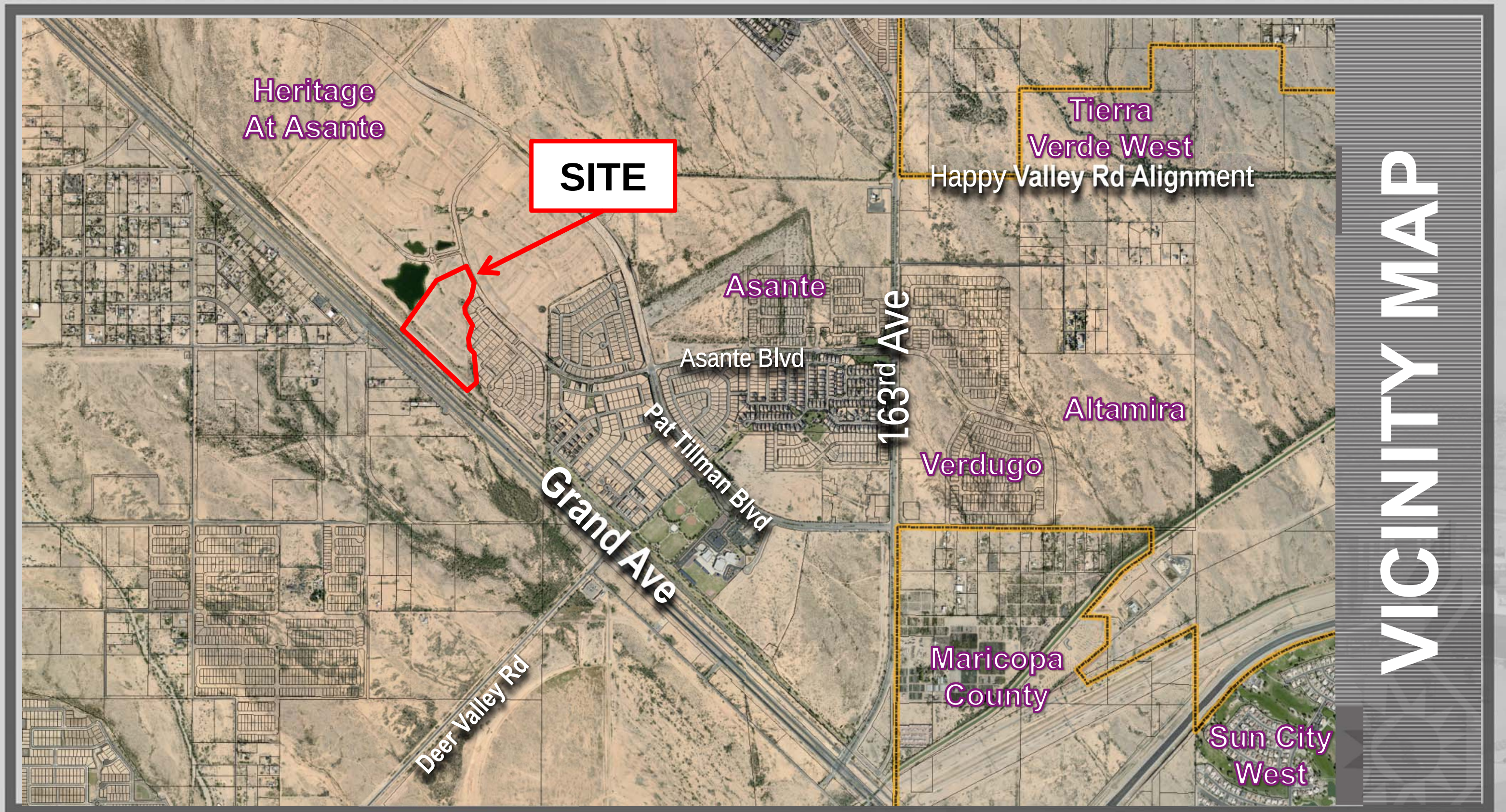
Lennar Homes | **Surprise, AZ** | **August 24, 2018**

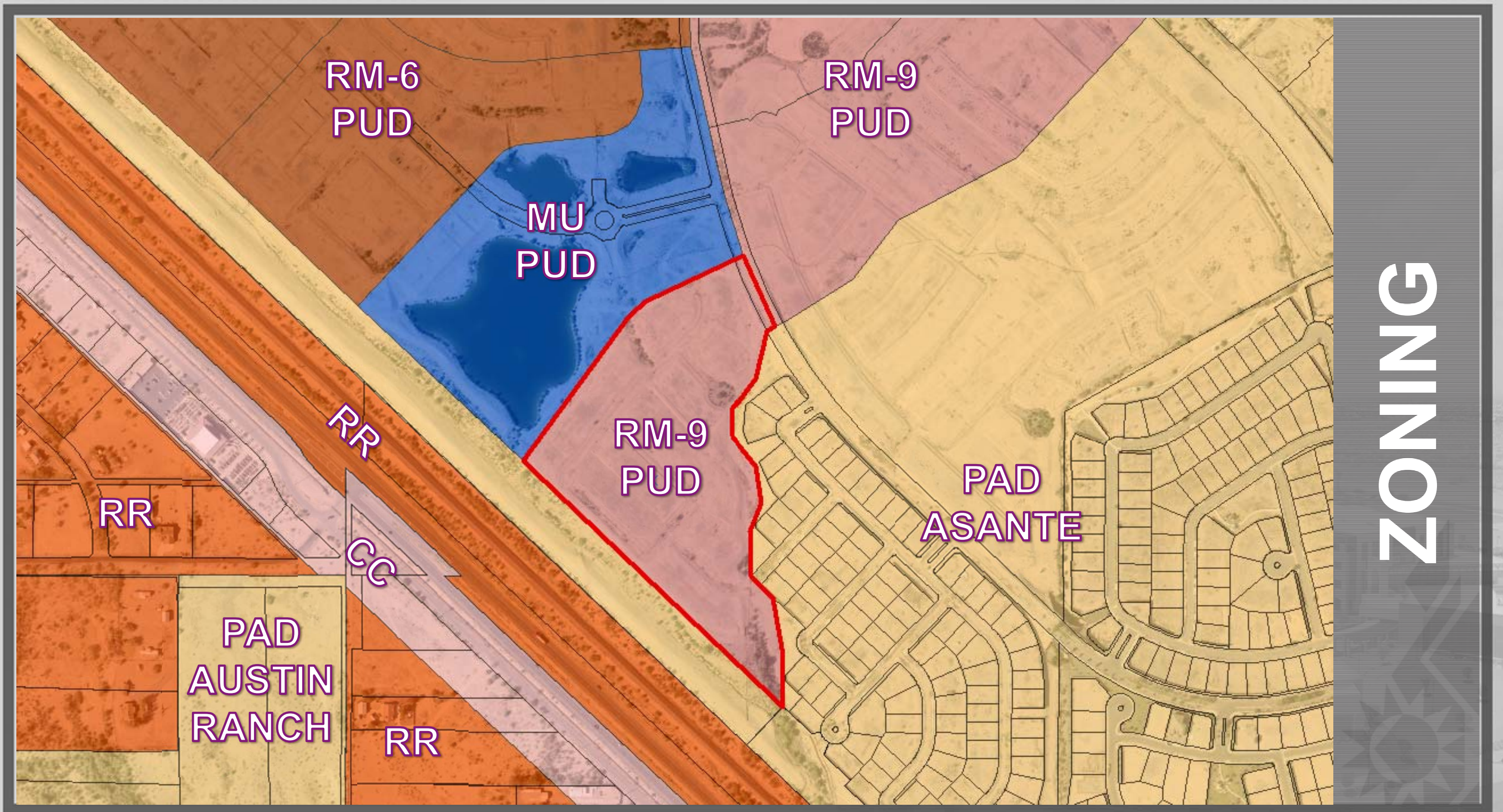
Preliminary Wall Details



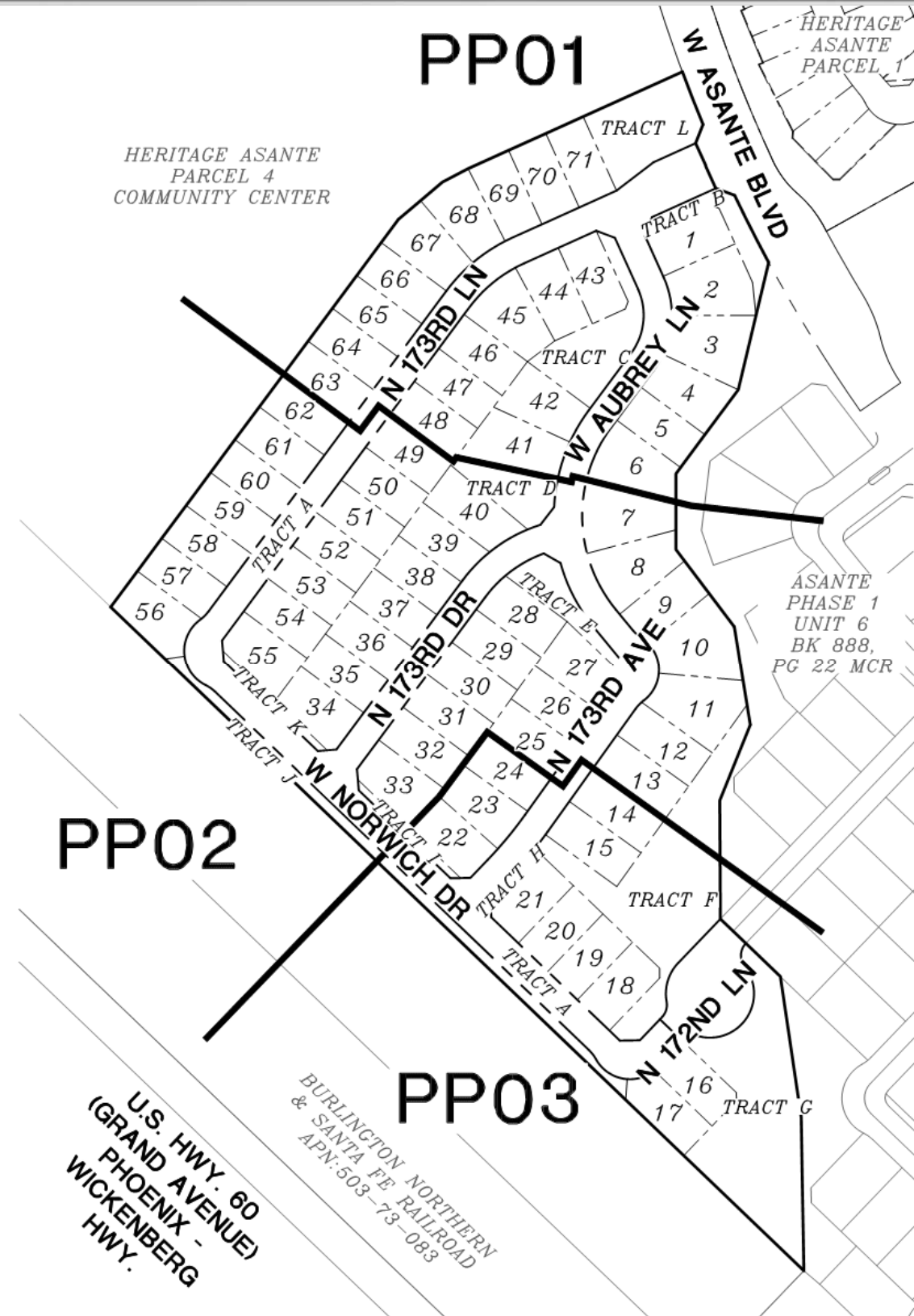
Heritage Asante Parcel 3 Preliminary Plat

City Council
May 7, 2019





ZONING

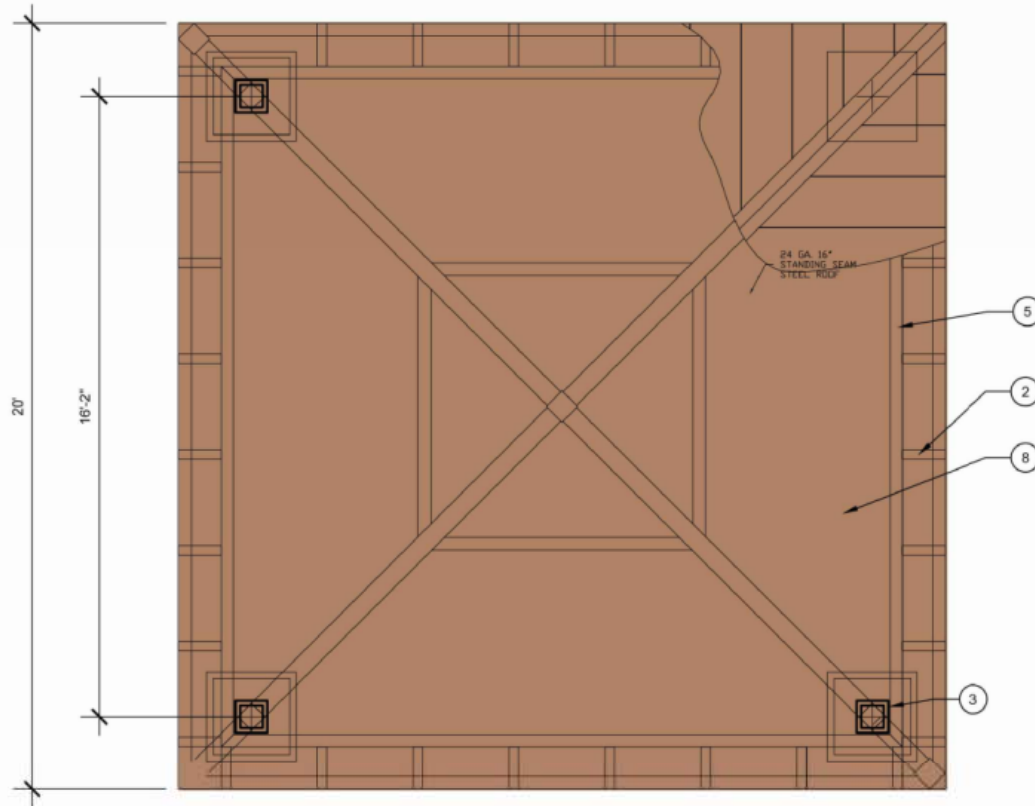


PRELIMINARY PLAT

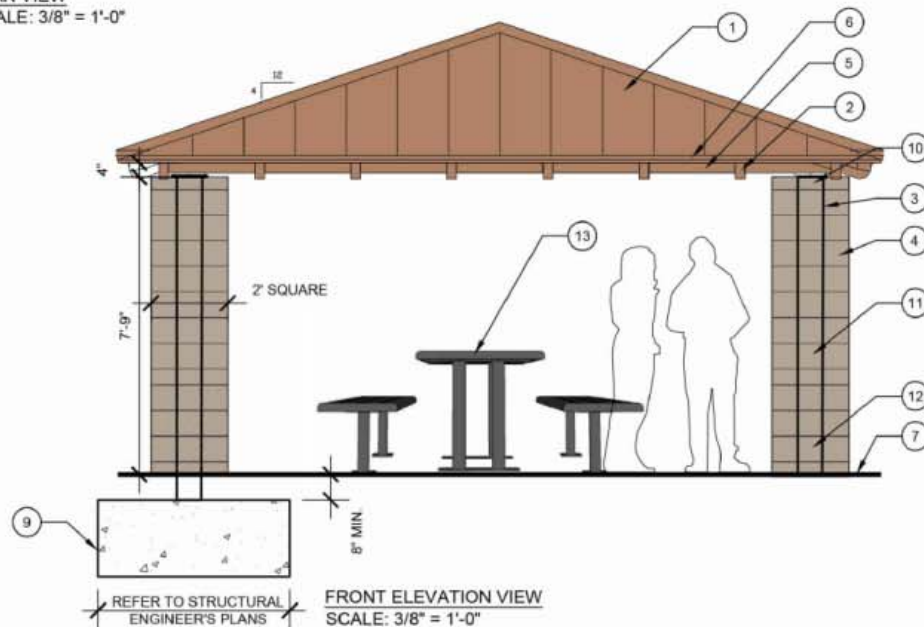


TREE PLANTING LEGEND					
SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY		
	<i>Acacia aneura</i> MULGA	24" BOX STANDARD			
	<i>Fraxinus velutina</i> ARIZONA ASH	24" BOX STANDARD			
	<i>Parkinsonia</i> 'Desert Museum' DESERT MUSEUM	24" BOX MULTI			
	<i>Prosopis</i> 'Phoenix' PHOENIX MESQUITE	24" BOX MULTI			
	<i>Prosopis g.</i> 'Maverick' HONEY MESQUITE	24" BOX STANDARD			
	<i>Pinus edularica</i> MONDEL PINE	24" BOX STANDARD			
	<i>Quercus virginiana</i> 'Heritage' HERITAGE LIVE OAK	24" BOX STANDARD			
	<i>Quercus virginiana</i> 'Heritage' HERITAGE LIVE OAK	36" BOX STANDARD			
	<i>Phoenix dactylifera</i> DATE PALM	20' CBTH			
SHRUB PLANTING LEGEND					
SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.	
	<i>BOUGAINVILLEA</i> 'TORCH GLOW' TORCH GLOW BOUGAINVILLEA	5 GAL.	5'-0" O.C.		
	<i>CAESALPINIA PULCHERRIMA</i> MEXICAN BIRD OF PARADISE	5 GAL.	8'-0" O.C.		
	<i>CONVOLVULUS CNEORUM</i> BUSH MORNING GLORY	5 GAL.	3'-0" O.C.		
	<i>DASYLIRION WHEELERI</i> DESERT SPOON	5 GAL.	4'-0" O.C.		
	<i>DODONAEA VISCOSEA</i> 'PURPUREA' PURPLE HOPSEED BUSH	5 GAL.	5'-0" O.C.		
	<i>EREMOPHILA GLABRA</i> SSP. <i>CARNOSA</i> 'WINTER BLAZE'	5 GAL.	5'-0" O.C.		
	<i>EREMOPHILA</i> 'VALENTINE' VALENTINE EMU BUSH	5 GAL.	5'-0" O.C.		
	<i>EUPHORBIA RIGIDA</i> GOPHER PLANT	5 GAL.	4'-0" O.C.		
	<i>HESPERALOE PARVIFLORA</i> 'PERPA'S' GAL. BRAKELIGHTS RED YUCCA	5 GAL.	3'-0" O.C.		
	<i>HESPERALOE PARVIFLORA</i> 'YELLOW'S' GAL. YELLOW HESPERALOE	5 GAL.	3'-0" O.C.		
	<i>LANTANA CAMARA</i> BUSH LANTANA	5 GAL.	4'-0" O.C.		
	<i>LEUCOPHYLLUM F.</i> 'GREEN CLOUD'S' GAL. GREEN CLOUD SAGE	5 GAL.	5'-0" O.C.		
	<i>LEUCOPHYLLUM L.</i> 'LYNN'S LEGACY' 5 GAL. LYNN'S LEGACY TEXAS SAGE	5 GAL.	5'-0" O.C.		
	<i>LEUCOPHYLLUM X</i> 'HEAVENLY CLOUD'S' 5 GAL. HEAVENLY CLOUD SAGE	5 GAL.	5'-0" O.C.		
	<i>MUHLENBERGIA C.</i> 'REGAL MIST' 5 GAL. PINK MUHLY	5 GAL.	3'-0" O.C.		
	<i>MUHLENBERGIA RIGENS</i> DEER GRASS	5 GAL.	4'-0" O.C.		
	<i>RUELLIA PENINSULARIS</i> BAJA RUELLIA	5 GAL.	5'-0" O.C.		
GROUND COVER PLANTING LEGEND					
SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING	QTY.	COMMENTS
	<i>DALEA CAPITATA</i> 'SIERRA GOLD' SIERRA GOLD DALEA	5 GAL.	3'-0" O.C.		
	<i>DALEA GREGGII</i> TRAILING INDIGO BUSH	5 GAL.	5'-0" O.C.		
	<i>LANTANA</i> 'NEW GOLD' NEW GOLD LANTANA	5 GAL.	6'-0" O.C.		
	<i>LANTANA</i> 'RADIATION' RADIATION LANTANA	5 GAL.	6'-0" O.C.		
	<i>ROSMARINUS OFFICINALIS</i> 'HUNTINGTON CARPET' HUNTINGTON CARPET ROSEMARY	5 GAL.	5'-0" O.C.		
	DECOMPOSED GRANITE EXPRESS BROWN	1" SCREENED			
	TURF				

LANDSCAPE PLAN



PLAN VIEW
SCALE: 3/8" = 1'-0"



LEGEND

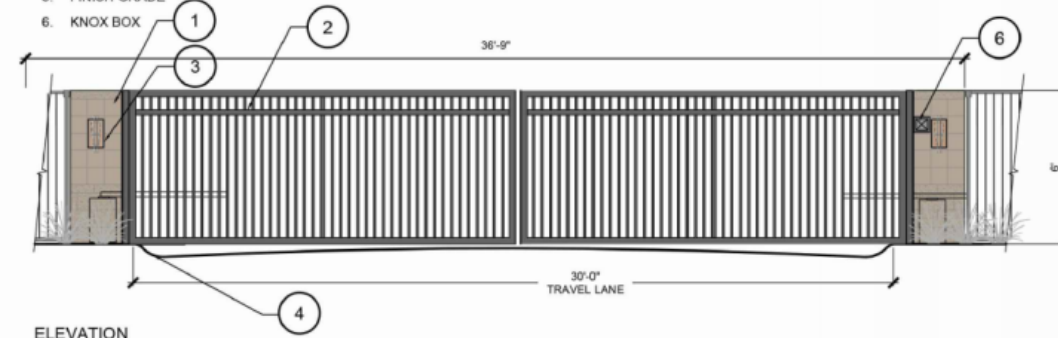
- 20'X20' "MESA" MODEL RAMADA, AVAIL. FROM CLASSIC RECREATION (www.classicrecreation.com)
- RAFTER TAIL
- 8"X8" STUB COLUMN ON TOP TRANSITION PLATE & ROTATED 8X8" COLUMN
- COLUMN SURROUND (TO MATCH SECONDARY THEME COLUMNS - REFER TO WALL DETAILS)
- PERIMETER BEAM
- 2"X1" ROOF SUPPORT
- FINISH SURFACE / FINISH GRADE
- 24" GA. 16" STANDING SEAM STEEL ROOF
COLOR: PATRICIAN BRONZE
- REINFORCED CONCRETE FOOTING - REFER TO STRUCTURAL ENGINEER'S PLANS, TYP.
- 6"x4"x16" SOLID SPLIT-FACE CMU BLOCK PAINTED "UTTERLY BEIGE" SW6080
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- PICNIC TABLE - TABLE 298-60-2HS W/ STEEL SEATS, AVAILABLE FROM DUMOR (www.dumor.com)
COLOR: BRONZE

NOTES:

- REFER TO STRUCTURAL ENGINEER'S DETAILS AND CALCULATIONS FOR ALL CONNECTIONS, REINFORCING AND FOOTING INFORMATION.
- ALL CONNECTORS, FASTENERS AND OTHER HARDWARE TO BE HOT DIPPED GALVANIZED.
- ALL METAL WORK SHALL RECEIVE TWO (2) COATS OF MOISTURE-PROOF PRIMER AND TWO (2) FINISH COATS OF PAINT - REFER TO FINISH SCHEDULE FOR COLOR.

LEGEND

- SECONDARY THEME COLUMN - REFER TO WALL DETAILS
- TUBULAR STEEL VEHICULAR GATE
PAINT COLOR TBD
- DECORATIVE SCONCE LIGHT - TO MATCH MAIN ENTRY
- CONCRETE CURB
- FINISH GRADE
- KNOX BOX



ELEVATION
SCALE: 1/4" = 1'-0"

NOTES:

- ALL WELDS TO BE CONTINUOUS AND GROUND SMOOTH.
- REFER TO STRUCTURAL ENGINEER'S DETAILS & CALCULATIONS FOR ALL CONNECTIONS, FOOTING, AND REINFORCING INFORMATION.
- ALL STEEL TO BE PAINTED OR POWDER COATED. REFER TO FINISH SCHEDULE FOR COLOR SPECIFICATION.
- ALL WALL MATERIALS & COLORS TO MATCH EXISTING LAYTON LAKES PARCEL WALLS.



WALL LEGEND

- PERIMETER THEME WALL
- THEME WALL PANEL
- PARTIAL VIEW WALL
- VIEW FENCE
- SOUND WALL
- NOT SHOWN BUILDER WALL
- THEME PILASTER
- PILASTER
- VEHICULAR EXIT GATES
- PEDESTRIAN GATE

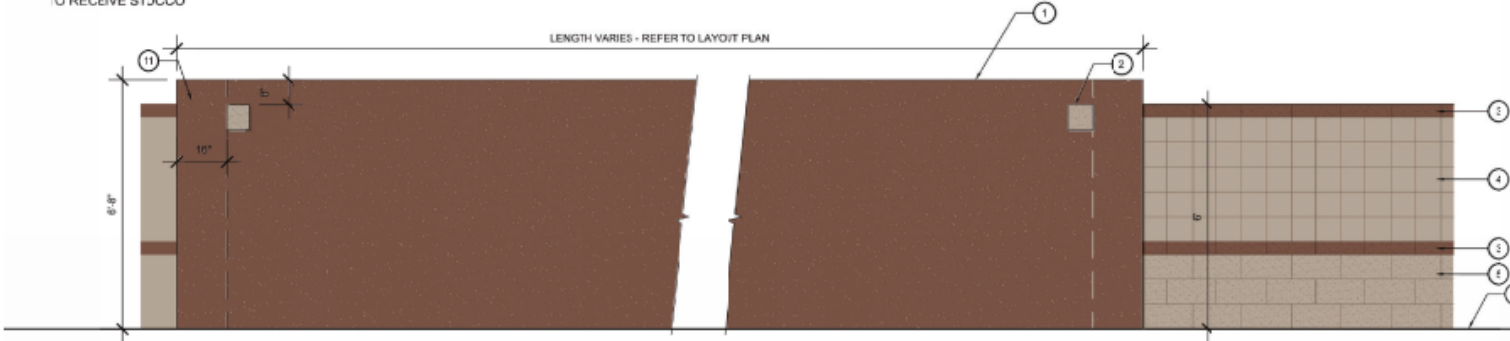
WALL PLAN

WALL PLAN

LEGEND

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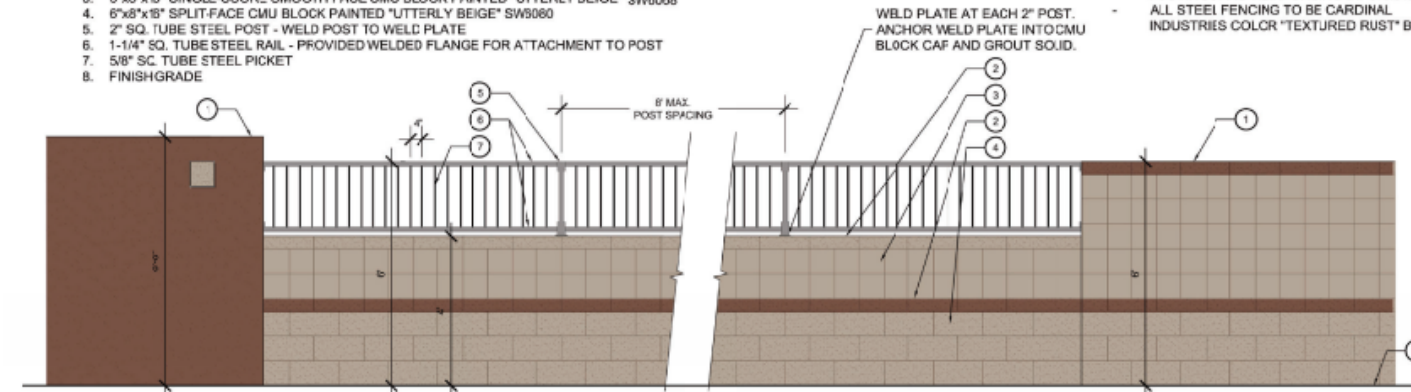


ELEVATION VIEW | THEME WALL W/ COLUMN AND ACCENT PANEL
SCALE: 1/2" = 1'-0"

LEGEND

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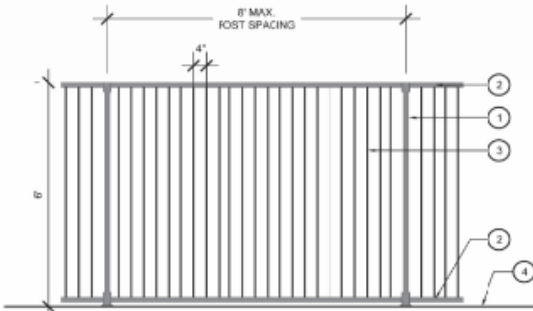


ELEVATION VIEW | PARTIAL VIEW WALL
SCALE: 1/2" = 1'-0"

LEGEND

1. 2" SQ. TUBE STEEL POST - WELD POST TO WELD PLATE
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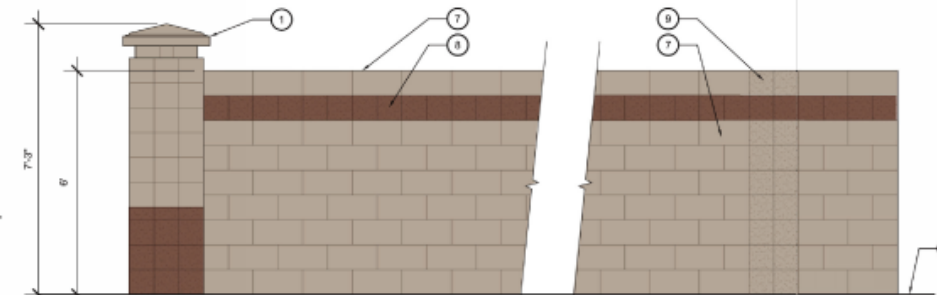
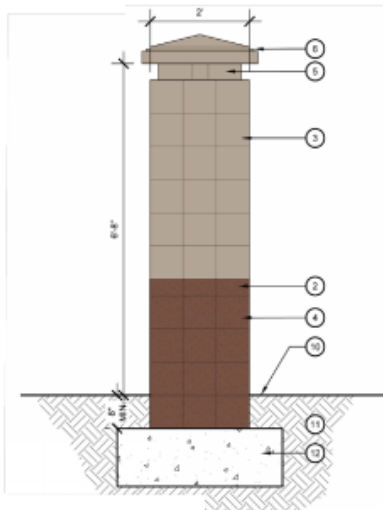


ELEVATION VIEW | VIEW FENCE
SCALE: 1/2" = 1'-0"

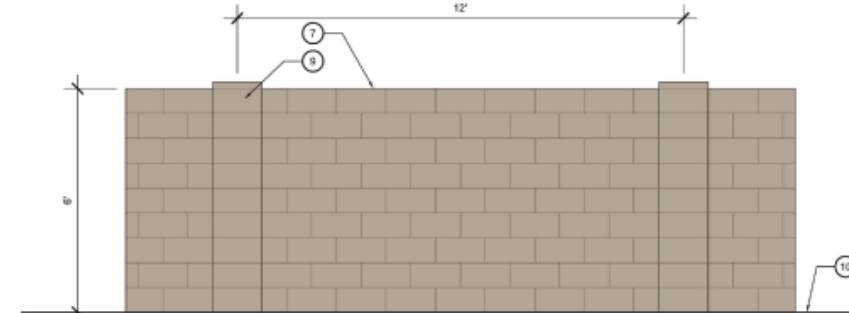
LEGEND

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ELEVATION VIEW | SOUND WALL
SCALE: 1/2" = 1'-0"



ELEVATION VIEW | BUILDER WALL
SCALE: 1/2" = 1'-0"



RECOMMENDATION

P&Z Hearing: April 4, 2019

P&Z Recommendation: Approval



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Heritage Asante – Parcel 3” and dated February 8, 2019, a property generally located north of Grand Avenue and west of 163rd Avenue.

Motion:

I move to approve the Final Plat entitled “Heritage Asante – Parcel 3” and dated February 8, 2019.

Background:

Hilgart Wilson, LLC., on behalf of LCD Asante, LLC., seeks approval of a Final Plat to allow for the development of a single-family residential subdivision in parcel 3 of Heritage Asante, an active adult community generally located west of 163rd Avenue and north of Grand Avenue.

Objective Analysis:

This Final Plat will create 71 lots and a total density of 3.7 dwelling units per acre which is consistent with the approved PUD Overlay.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports uses such as that proposed.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

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 - FS18-493 - Heritage Parcel 3 - Final Plat - Staff Report
2. 01 - FS18-493 - Heritage Parcel 3 - Final Plat

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS18-493

Project Name: Heritage Asante Parcel 3

Council District: 1 – Acacia

Meeting Date: May 7, 2019

Planner: Sergio Angulo

Owner: LCD Asante, LLC.

Applicant: Zach Hilgart with Hilgart Wilson, LLC.

Request: Final Plat for 71 Lots.

Site Location: Generally west of 163rd Avenue and north of Grand Avenue

Site Size: 19.19 Acres

Density: 3.7 Dwelling Units per Acre

General Plan

Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS18-493.

Support/Opposition: None known.

Recommendation: None

31 **History:**

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

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

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

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

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

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

44 **February 15, 2018:** A Concept Review meeting was held for the current proposal under
45 case CR18-047.

46 **September 26, 2018:** The applicant filed a related request for a Preliminary Plat under
47 case FS18-493, the subject case.

48 **January 22, 2019:** The Community Development Director approved a Minor Zoning
49 Amendment to the Paradiso Asante PUD to modify certain development standards for the
50 subject site.

51 **April 2, 2019:** The Mayor and City Council approved the Master Plat for Paradiso Asante
52 Phase 1.

53
54 **April 4, 2019:** The Planning and Zoning Commission recommend approval of the
55 Preliminary Plat, Case FS18-493, to the Mayor and City Council.

56
57 **Project Description:**

58
59 Hilgart Wilson, LLC. on behalf of LCD Asante, LLC., requests approval of a Final Plat to
60 allow for the development of a single-family residential subdivision on approximately 19
61 acres in parcel 3 of Heritage Asante, an active adult community generally located west of
62 163rd Avenue and north of Grand Avenue.

63
64 The subject property is zoned RM-9 with a PUD Overlay. This development proposes 71
65 single-family detached homes and a total density of 3.7 dwelling units per acre which is
66 consistent with the approved PUD Overlay.

67
68 This Final Plat application is in conjunction with a related Preliminary Plat application. On
69 April 4, 2019, the Planning and Zoning Commission passed a motion to recommend
70 approval of the Preliminary Plat to the Mayor and City Council.

71 **Findings:**

- 72
- 73 • The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - 74 • The proposed Final Plat is consistent with the Asante Paradiso PUD and the SUDC.
 - 75 • The proposed Final Plat is in substantial conformance with the Preliminary Plat case
 - 76 FS18-493.
- 77

78 **Attachments:**

79

80 01 Final Plat

81

82 **Enclosure:**

83

84 Sealed mylars

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT **LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"HERITAGE ASANTE - PARCEL 3"**, BEING A PORTION OF THE EAST HALF OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"HERITAGE ASANTE - PARCEL 3"** 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 AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

TRACT A IS HEREBY DECLARED AS PRIVATE ACCESSWAY TO BE OWNED AND MAINTAINED BY **HERITAGE ASANTE HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION**, AN EASEMENT FOR PUBLIC WATER AND PUBLIC SEWER, REFUSE COLLECTION, DRAINAGE AND EMERGENCY AND SERVICE TYPE VEHICLE ACCESS IS HEREBY DEDICATED TO THE PUBLIC OVER TRACT A.

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF:

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2019.

LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, INC., A DELAWARE CORPORATION

ITS: MANAGER

BY: _____
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2019, BEFORE ME, APPEARED **JEFFERY GUNDERSON** WHO ACKNOWLEDGED HIMSELF TO BE VICE PRESIDENT OF LENNAR COMMUNITIES DEVELOPMENT, INC., A DELAWARE CORPORATION, AS **MANAGER OF LCD ASANTE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC MY COMMISSION EXPIRES _____

FINAL PLAT
OF
HERITAGE ASANTE - PARCEL 3
SURPRISE, ARIZONA

A RE-SUBDIVISION OF PARCEL 3 AS SHOWN ON THE MASTER PLAT OF HERITAGE ASANTE, AS RECORDED IN BOOK ___, PAGE ___, OF MARICOPA COUNTY RECORDERS, BEING WITHIN A PORTION OF THE EAST HALF OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, AS _____ OF **HERITAGE ASANTE HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION**, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

BY: _____

TITLE: _____

NAME: _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS
ON THIS, THE ____ DAY OF _____, 2019, BEFORE ME, _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE ____ OF _____ AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE EAST HALF OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 11 FROM WHICH A FOUND ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 11 THEREOF BEARS SOUTH 00°43'44" WEST, 2644.11 FEET;
THENCE SOUTH 00°43'44" WEST, 492.48 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE LEAVING SAID EAST LINE, NORTH 89°16'16" WEST, 995.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SANTE FE RAILROAD BEING THE **POINT OF BEGINNING**;
THENCE NORTH 46°13'34" WEST, 1361.25 FEET ALONG SAID NORTH RIGHT-OF-WAY;
THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 36°35'31" EAST, 684.39 FEET;
THENCE NORTH 49°45'24" EAST, 81.88 FEET;
THENCE NORTH 62°19'00" EAST, 40.92 FEET;
THENCE NORTH 65°41'31" EAST, 333.46 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WEST ASANTE BOULEVARD AS SHOWN ON THE MAP OF DEDICATION OF ASANTE PHASE TWO FILED AS BOOK 885, PAGE 46, MARICOPA COUNTY RECORDERS TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2135.00 FEET, THE CENTER OF WHICH BEARS NORTH 69°37'20" EAST;
THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY AND SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°08'59", AN ARC LENGTH OF 80.10 FEET TO A NON-TANGENT LINE;
THENCE LEAVING SAID WEST RIGHT-OF-WAY, SOUTH 21°26'41" WEST, 28.66 FEET;
THENCE SOUTH 24°00'23" EAST, 70.00 FEET;
THENCE SOUTH 69°45'29" EAST, 28.51 FEET TO THE AFORESAID WEST RIGHT-OF-WAY OF ASANTE BOULEVARD OF SAID PLAT AND TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2135.00 FEET, THE CENTER OF WHICH BEARS NORTH 64°31'13" EAST;
THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°52'01", AN ARC LENGTH OF 106.83 FEET TO A NON-TANGENT LINE;
THENCE THE FOLLOWING TEN (10) COURSES ALONG SAID WEST PARCEL LINE;
THENCE LEAVING SAID WEST RIGHT-OF-WAY, SOUTH 13°27'06" WEST, 185.46 FEET;
THENCE SOUTH 36°35'31" WEST, 148.21 FEET;
THENCE SOUTH 00°00'00" EAST, 107.48 FEET;
THENCE SOUTH 37°01'17" EAST, 137.39 FEET;
THENCE SOUTH 09°12'02" EAST, 141.79 FEET;
THENCE SOUTH 21°59'17" WEST, 115.66 FEET;
THENCE SOUTH 00°18'03" EAST, 167.79 FEET;
THENCE SOUTH 46°13'34" EAST, 118.00 FEET;
THENCE SOUTH 08°23'45" EAST, 201.45 FEET;
THENCE SOUTH 01°00'28" EAST, 217.68 FEET TO THE **POINT OF BEGINNING**.

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 00°43'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDERS.

FLOOD ZONE DESIGNATION

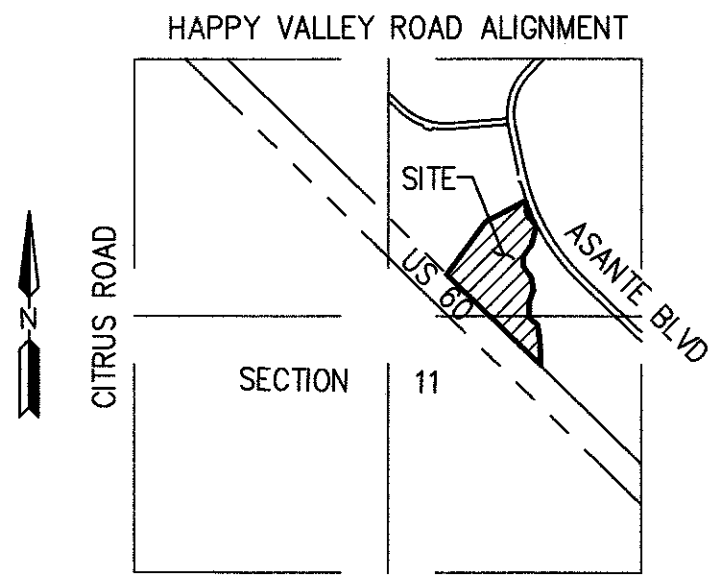
THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLANNED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010-012, SIGNED ON 9-29-2010, DECISION AND ORDER NUMBER 86-002344.001, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. 45-576.

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.



VICINITY MAP
NOT TO SCALE

OWNER

LCD ASANTE LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

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

SHEET INDEX

FP01 COVER SHEET
FP02 SHEET INDEX MAP, LEGEND, NOTES, LOT/TRACT AREA TABLES & VISIBILITY DETAIL
FP03-FP05 FINAL PLAT

RELEASE OF LIABILITY

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

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

THE CITY OF SURPRISE AGREES TO INDEMNIFY **LCD ASANTE LLC, A DELAWARE LIMITED LIABILITY COMPANY**, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE OR MEMBERS OF THE PUBLIC USING THE TRAIL PURSUANT TO THE TERMS OF THIS EASEMENT, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM THE NEGLIGENT, WILLFUL, MALICIOUS OR GROSSLY NEGLIGENT CONDUCT OF **LCD ASANTE LLC, A DELAWARE LIMITED LIABILITY COMPANY**, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

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

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS ____ DAY OF _____, 2019.

MAYOR _____

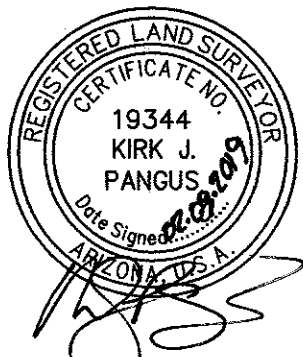
ATTEST: _____

CITY CLERK _____

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

KIRK J. PANGUS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
kpangus@hilgartwilson.com



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

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

HERITAGE ASANTE
PARCEL 3
SURPRISE, ARIZONA
FINAL PLAT

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STATUS:

PROJ. NO.: 1909

DATE: FEB 2019

SCALE: NONE

DRAWN: GS

APPROVED: KJP

MUNICIPAL TRACKING NO:

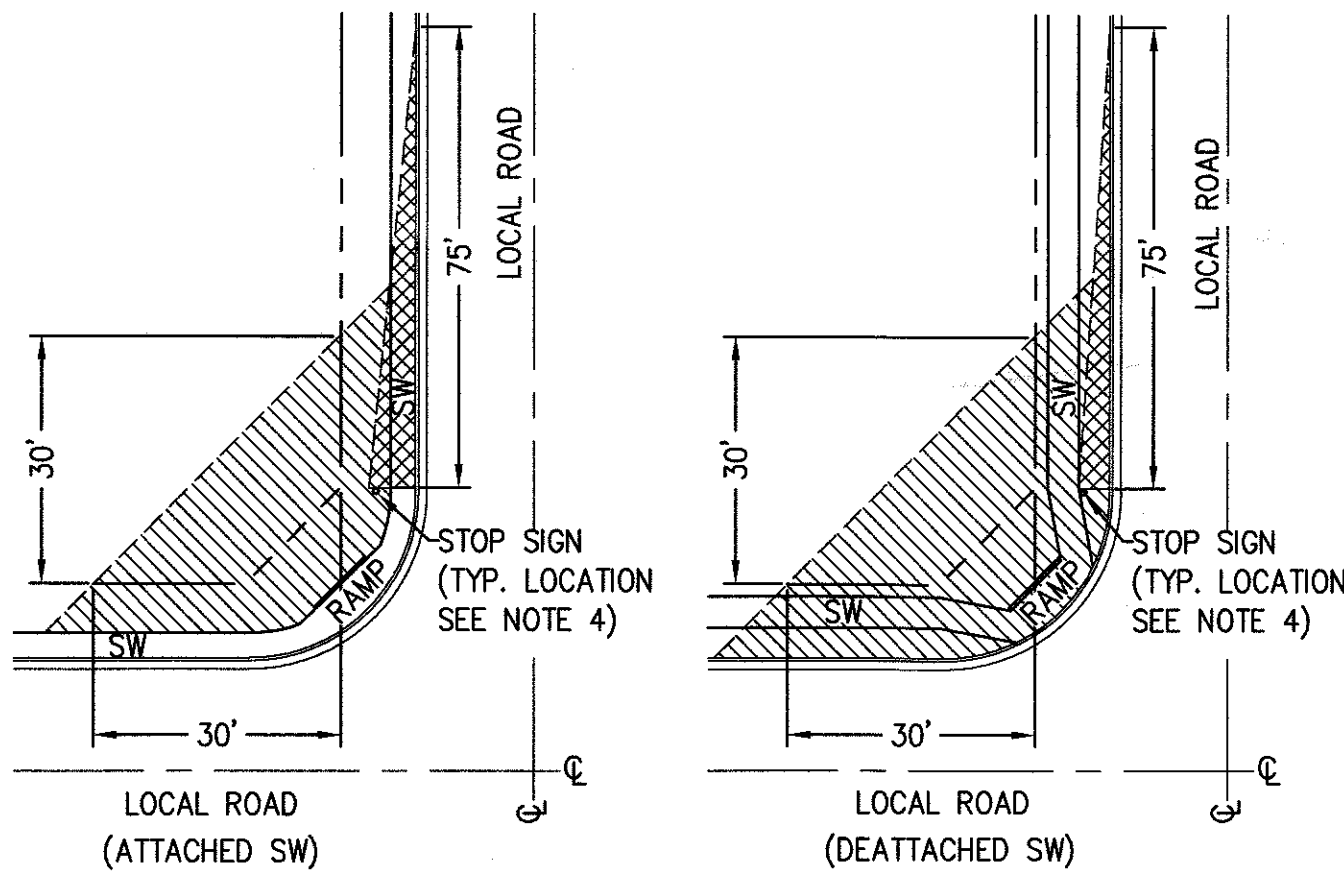
DWG. NO.

FP01

SHT. 1 OF 6

NOTES

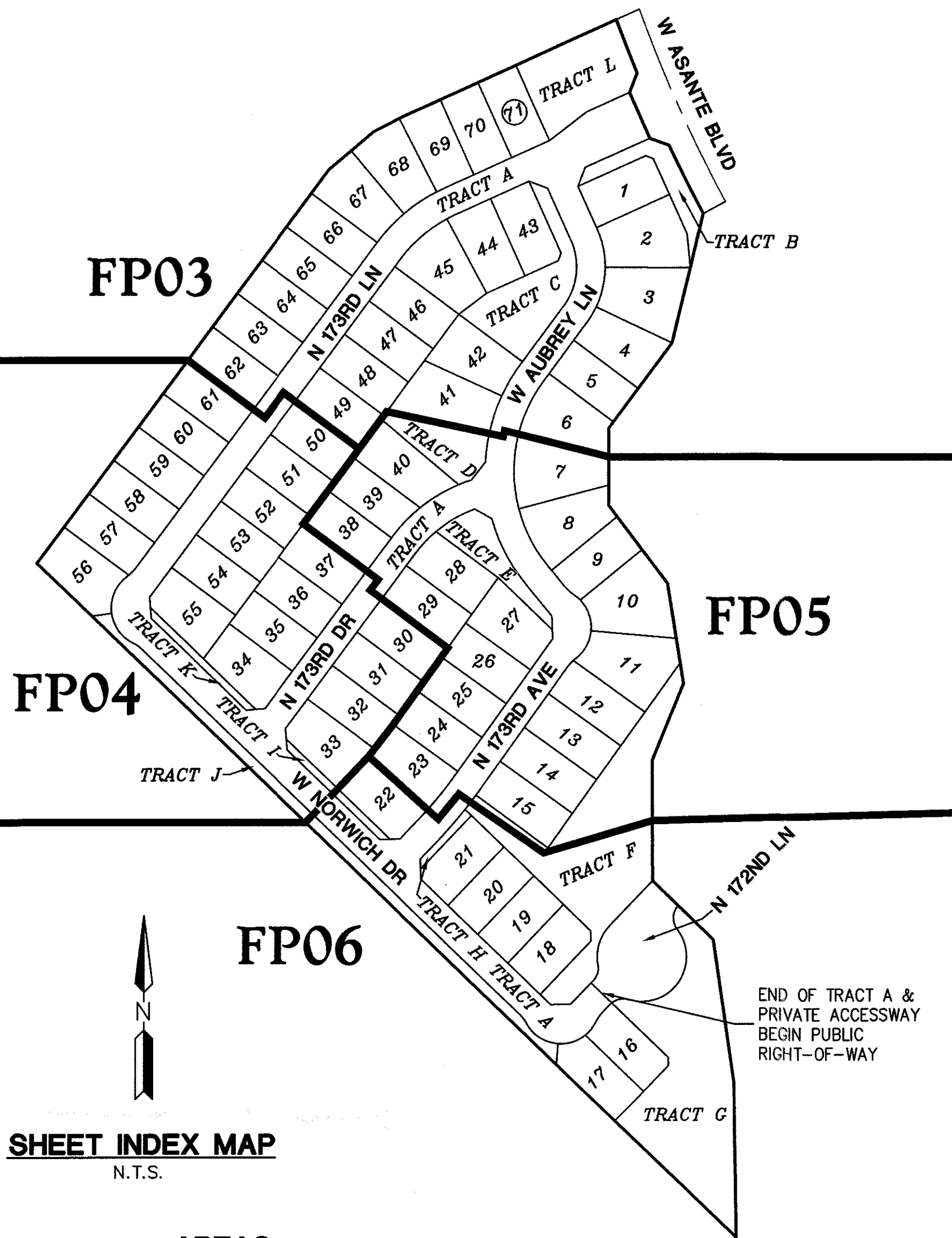
1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. LANDSCAPING WITHIN ALL TRACTS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. 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.
9. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
10. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMBED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.
2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCR OACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.
3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.
UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)
NO VEGETATION OVER 30 INCHES IN HEIGHT



SHEET INDEX MAP
N.T.S.

AREAS

ASANTE BLVD RIGHT-OF-WAY = 12,139 SQ. FT. 0.2777 ACRES
PARCEL 3 RIGHT-OF-WAY = 15,085 SQ. FT. 0.3463 ACRES
TRACT A AREA = 148,039 SQ. FT. 3.3985 ACRES
TRACTS B-L AREA (OPEN SPACE) = 147,609 SQ. FT. 3.3886 ACRES 18%
LOT AREA = 512,897 SQ. FT. 11.7745 ACRES
GROSS AREA = 835,769 SQ. FT. 19.1866 ACRES
NET AREA = 808,545 SQ. FT. 18.5616 ACRES
DENSITY (GROSS) = 3.7 D.U. / ACRE
DENSITY (NET) = 3.8 D.U. / ACRE

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	3.3985	DRAINAGE & PRIVATE ACCESSWAY
TRACT B	0.1480	COMMON AREA & DRAINAGE
TRACT C	0.3224	COMMON AREA & DRAINAGE
TRACT D	0.1731	COMMON AREA & DRAINAGE
TRACT E	0.1553	COMMON AREA & DRAINAGE
TRACT F	0.8965	COMMON AREA & DRAINAGE
TRACT G	0.9234	COMMON AREA & DRAINAGE
TRACT H	0.0237	COMMON AREA & DRAINAGE
TRACT I	0.0438	COMMON AREA & DRAINAGE
TRACT J	0.3027	COMMON AREA & DRAINAGE
TRACT K	0.0447	COMMON AREA & DRAINAGE
TRACT L	0.3550	COMMON AREA & DRAINAGE

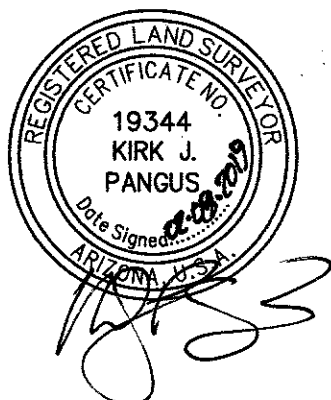
1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE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

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	7020	0.1612
LOT : 2	9499	0.2181
LOT : 3	9409	0.2160
LOT : 4	7693	0.1766
LOT : 5	6545	0.1503
LOT : 6	8653	0.1987
LOT : 7	9566	0.2196
LOT : 8	8886	0.2040
LOT : 9	6775	0.1555
LOT : 10	10467	0.2403
LOT : 11	10182	0.2337
LOT : 12	7243	0.1663
LOT : 13	7250	0.1664
LOT : 14	7250	0.1664
LOT : 15	7309	0.1678
LOT : 16	6696	0.1537
LOT : 17	7046	0.1617
LOT : 18	7069	0.1623
LOT : 19	6554	0.1505
LOT : 20	6554	0.1505

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 41	9148	0.2100
LOT : 42	7712	0.1770
LOT : 43	6930	0.1591
LOT : 44	7416	0.1702
LOT : 45	8641	0.1984
LOT : 46	6734	0.1546
LOT : 47	6496	0.1491
LOT : 48	6496	0.1491
LOT : 49	6496	0.1491
LOT : 50	6496	0.1491
LOT : 51	6496	0.1491
LOT : 52	6496	0.1491
LOT : 53	6496	0.1491
LOT : 54	6496	0.1491
LOT : 55	7628	0.1751
LOT : 56	8062	0.1851
LOT : 57	6661	0.1529
LOT : 58	6670	0.1531
LOT : 59	6670	0.1531
LOT : 60	6670	0.1531

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 21	7069	0.1623
LOT : 22	7137	0.1638
LOT : 23	6966	0.1599
LOT : 24	6484	0.1489
LOT : 25	6484	0.1489
LOT : 26	6484	0.1489
LOT : 27	7796	0.1790
LOT : 28	7125	0.1636
LOT : 29	6682	0.1534
LOT : 30	6740	0.1547
LOT : 31	6799	0.1561
LOT : 32	6824	0.1566
LOT : 33	7754	0.1780
LOT : 34	7497	0.1721
LOT : 35	6438	0.1478
LOT : 36	6438	0.1478
LOT : 37	6438	0.1478
LOT : 38	6438	0.1478
LOT : 39	6564	0.1507
LOT : 40	8024	0.1842

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	6670	0.1531
LOT : 62	6670	0.1531
LOT : 63	6670	0.1531
LOT : 64	6670	0.1531
LOT : 65	6670	0.1531
LOT : 66	6670	0.1531
LOT : 67	7925	0.1819
LOT : 68	7924	0.1819
LOT : 69	6927	0.1590
LOT : 70	6670	0.1531
LOT : 71	6670	0.1531



LEGEND

- FOUND MONUMENT OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP RLS 37495 OR AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - EASEMENT
- - - PARCEL LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- S.V.T. SIGHT VISIBILITY TRIANGLE (30'X30')
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	2135.00'	2°08'59"	80.10'
C2	2135.00'	2°52'01"	106.83'
C3	250.00'	33°49'26"	147.58'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N21°26'41"E	28.66'
L2	N24°00'23"W	70.00'
L3	S69°45'29"E	28.51'
L4	N62°19'00"E	40.92'
L5	N20°41'31"E	28.28'
L6	S69°18'29"E	28.28'
L19	N17°12'34"W	10.08'
L20	N31°47'32"W	10.09'

HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGEMENT
2141 E. HIGHLAND AVE., STE. 250 | P. 602.990.0535 / F. 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

HERITAGE ASANTE
PARCEL 3
SURPRISE, ARIZONA
FINAL PLAT

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PROJ. NO.: 1909 STATUS:

DATE: FEB 2019

SCALE: AS SHOWN MUNICIPAL TRACKING NO:

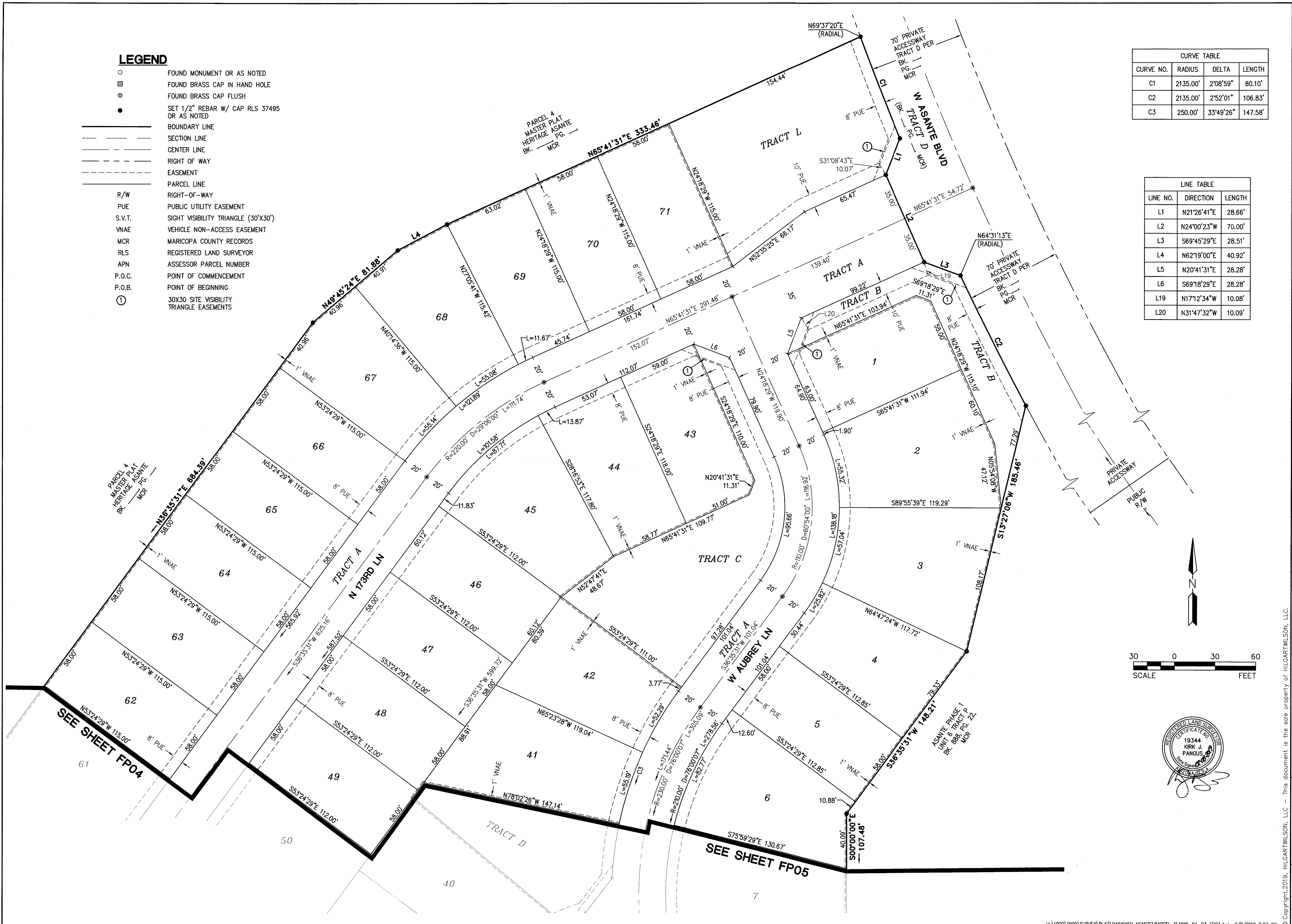
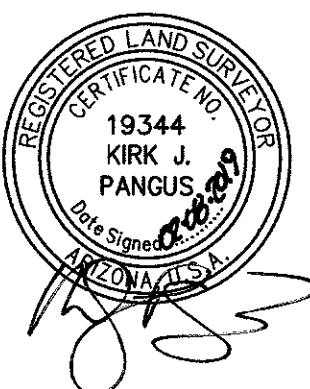
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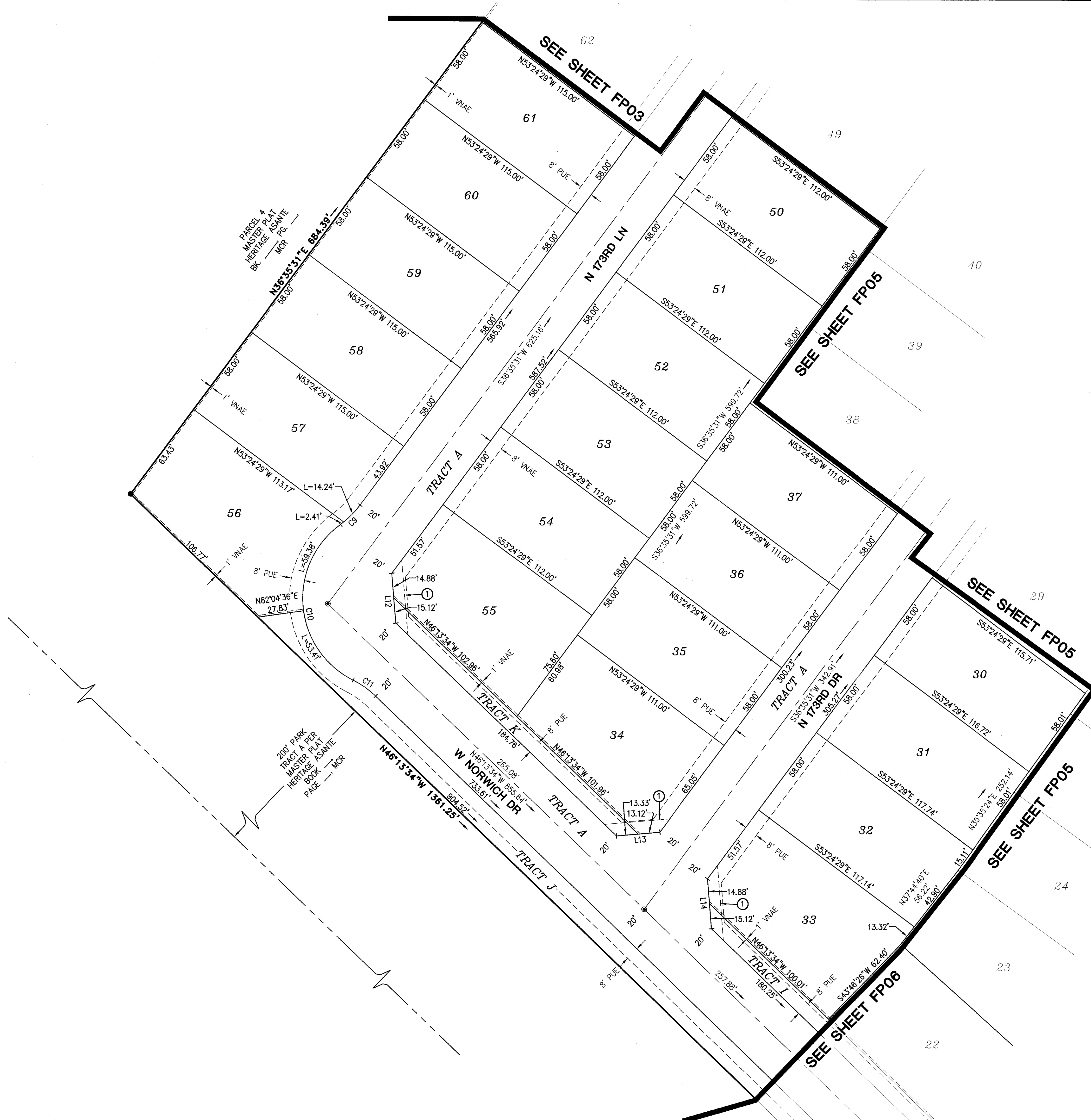
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DWG. NO.
FP03

SHT. 3 OF 6

30 0 30 60
SCALE FEET



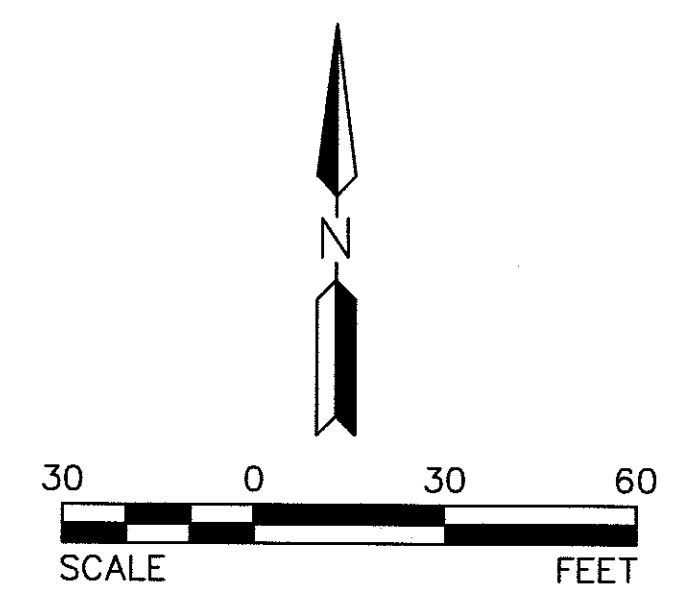


LEGEND

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- ◻ FOUND BRASS CAP IN HAND HOLE
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CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C9	55.00'	17°20'29"	16.65'
C10	55.00'	117°30'03"	112.79'
C11	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L12	N04°49'01"W	30.00'
L13	N85°10'59"E	26.46'
L14	S04°49'01"E	30.00'



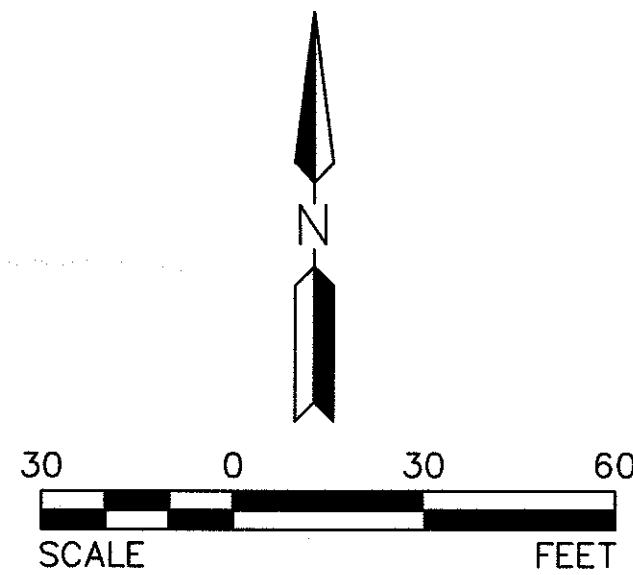
HERITAGE ASANTE
PARCEL 3
SURPRISE, ARIZONA
FINAL PLAT

STATUS:	PROJECT NO.: 1909
MUNICIPAL TRACKING NO:	DATE: FEB 2019
	SCALE: AS SHOWN
	DRAWN: CS
	APPROVED: KJP

DWG. NO.
FP04
SHT. 4 OF 6

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C3	250.00'	33°49'26"	147.58'
C4	55.00'	17°20'29"	16.65'
C5	55.00'	109°40'58"	105.29'
C6	55.00'	17°20'29"	16.65'
C7	620.00'	8°11'02"	88.56'
C8	580.00'	8°11'02"	82.84'
C19	620.00'	2°18'38"	25.00'
C20	600.00'	8°11'02"	85.70'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L7	N37°45'24"E	31.82'
L8	S60°05'43"E	27.39'
L9	N01°54'36"W	31.73'



LEGEND

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- - - RIGHT-OF-WAY
- - - PUBLIC UTILITY EASEMENT
- - - SIGHT VISIBILITY TRIANGLE (30'X30')
- - - VEHICLE NON-ACCESS EASEMENT
- - - MARICOPA COUNTY RECORDS
- - - REGISTERED LAND SURVEYOR
- - - ASSESSOR PARCEL NUMBER
- - - POINT OF COMMENCEMENT
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- ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS

- R/W
- PUE
- S.V.T.
- VNAE
- MCR
- RLS
- APN
- P.O.C.
- P.O.B.
- ①

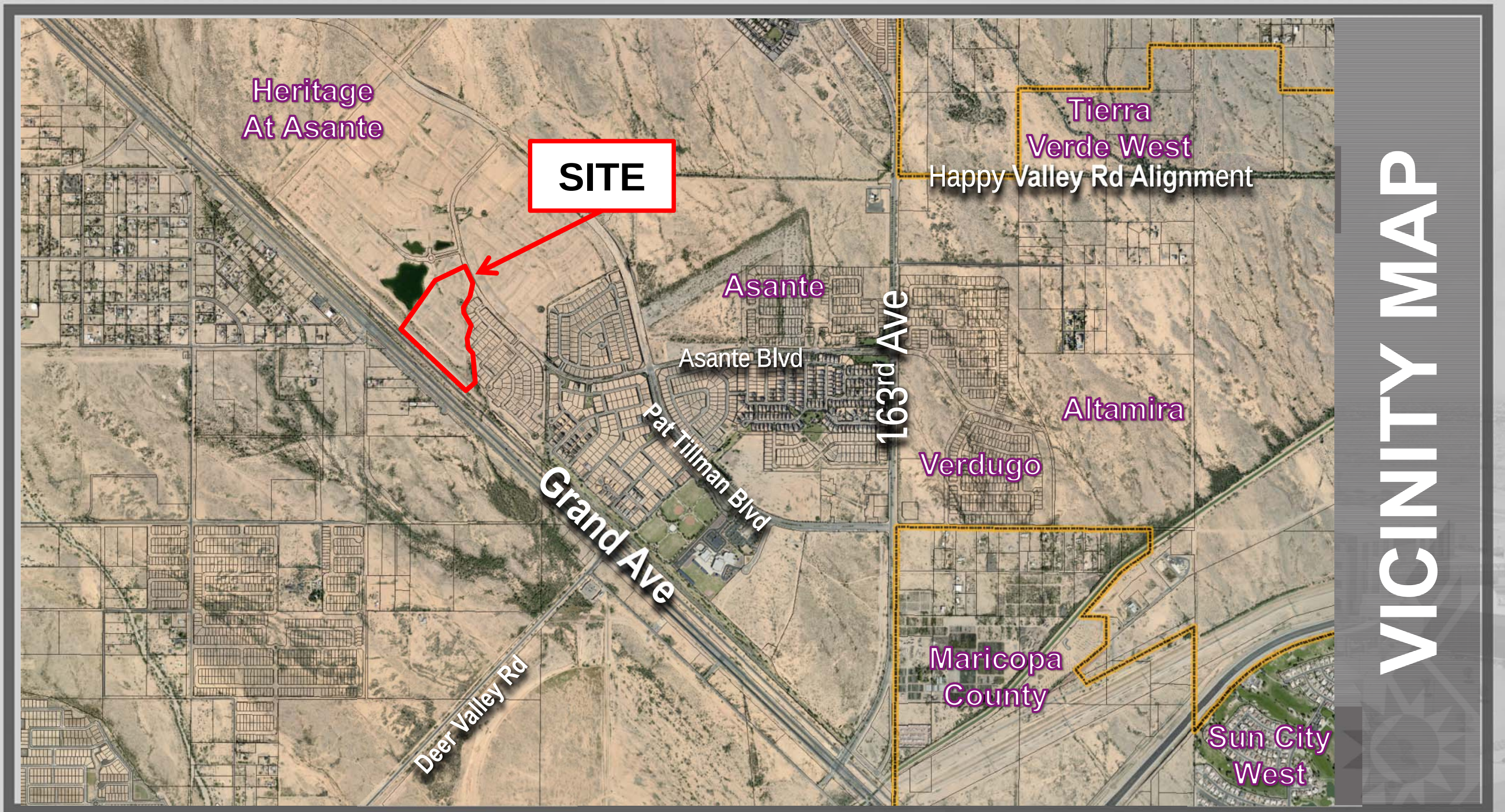


ASANTE PHASE 1
UNIT 8 TRACT P
BK. 8888 PG. 22,
MCR



Heritage Asante Parcel 3 Final Plat

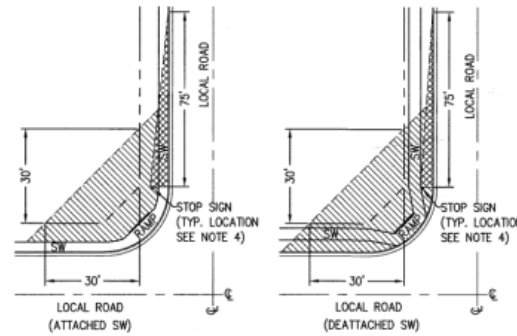
City Council
May 7, 2019



VICINITY MAP

NOTES

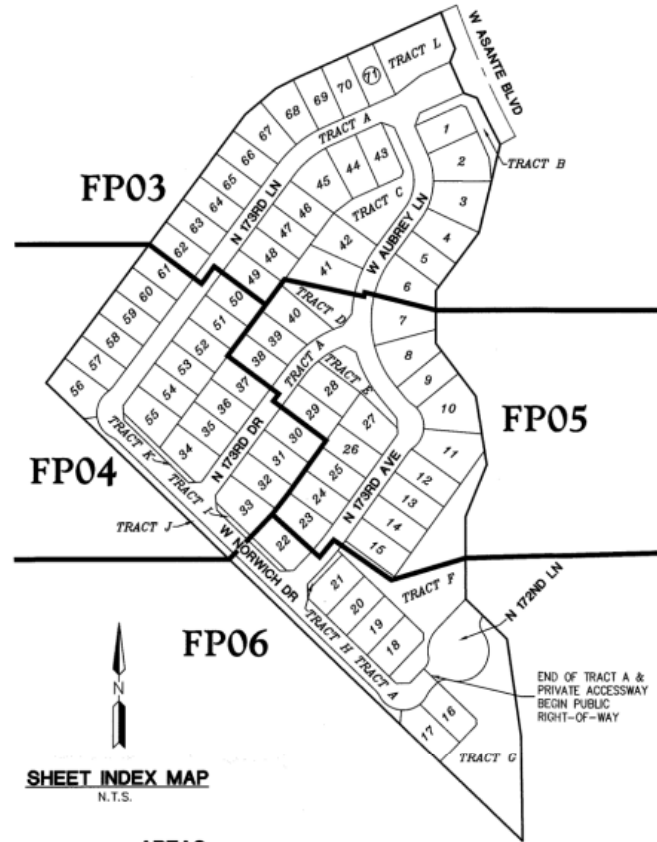
1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET)
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. LANDSCAPING WITHIN ALL TRACTS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. 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.
9. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
10. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.
2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCR OACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.
3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
 - A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
 - B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.
 - UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)
 - NO VEGETATION OVER 30 INCHES IN HEIGHT



SHEET INDEX MAP
N.T.S.

AREAS

ASANTE BLVD RIGHT-OF-WAY = 12,139 SQ. FT. 0.2777 ACRES
PARCEL 3 RIGHT-OF-WAY = 15,085 SQ. FT. 0.3463 ACRES
TRACT A AREA = 148,039 SQ. FT. 3.3985 ACRES
TRACTS B-L AREA (OPEN SPACE) = 147,609 SQ. FT. 3.3886 ACRES 18%
LOT AREA = 512,897 SQ. FT. 11.7745 ACRES
GROSS AREA = 835,769 SQ. FT. 19.1866 ACRES
NET AREA = 808,545 SQ. FT. 18.5616 ACRES
DENSITY (GROSS) = 3.7 D.U. / ACRE
DENSITY (NET) = 3.8 D.U. / ACRE

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	3.3985	DRAINAGE & PRIVATE ACCESSWAY
TRACT B	0.1480	COMMON AREA & DRAINAGE
TRACT C	0.3224	COMMON AREA & DRAINAGE
TRACT D	0.1731	COMMON AREA & DRAINAGE
TRACT E	0.1553	COMMON AREA & DRAINAGE
TRACT F	0.8965	COMMON AREA & DRAINAGE
TRACT G	0.9234	COMMON AREA & DRAINAGE
TRACT H	0.0237	COMMON AREA & DRAINAGE
TRACT I	0.0438	COMMON AREA & DRAINAGE
TRACT J	0.3027	COMMON AREA & DRAINAGE
TRACT K	0.0447	COMMON AREA & DRAINAGE
TRACT L	0.3550	COMMON AREA & DRAINAGE

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LOT : 6	8653	0.1987
LOT : 7	9566	0.2196
LOT : 8	8886	0.2040
LOT : 9	6775	0.1555
LOT : 10	10467	0.2403
LOT : 11	10182	0.2337
LOT : 12	7243	0.1663
LOT : 13	7250	0.1664
LOT : 14	7250	0.1664
LOT : 15	7309	0.1678
LOT : 16	6696	0.1537
LOT : 17	7046	0.1617
LOT : 18	7069	0.1623
LOT : 19	6554	0.1505
LOT : 20	6554	0.1505

LOT TABLE		
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LOT : 45	8641	0.1984
LOT : 46	6734	0.1546
LOT : 47	6496	0.1491
LOT : 48	6496	0.1491
LOT : 49	6496	0.1491
LOT : 50	6496	0.1491
LOT : 51	6496	0.1491
LOT : 52	6496	0.1491
LOT : 53	6496	0.1491
LOT : 54	6496	0.1491
LOT : 55	7628	0.1751
LOT : 56	8062	0.1851
LOT : 57	6661	0.1529
LOT : 58	6670	0.1531
LOT : 59	6670	0.1531
LOT : 60	6670	0.1531

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LOT NO.	AREA (SQ.FT)	AREA (ACRES)
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LOT : 24	6484	0.1489
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LOT : 35	6438	0.1478
LOT : 36	6438	0.1478
LOT : 37	6438	0.1478
LOT : 38	6438	0.1478
LOT : 39	6564	0.1507
LOT : 40	8024	0.1842

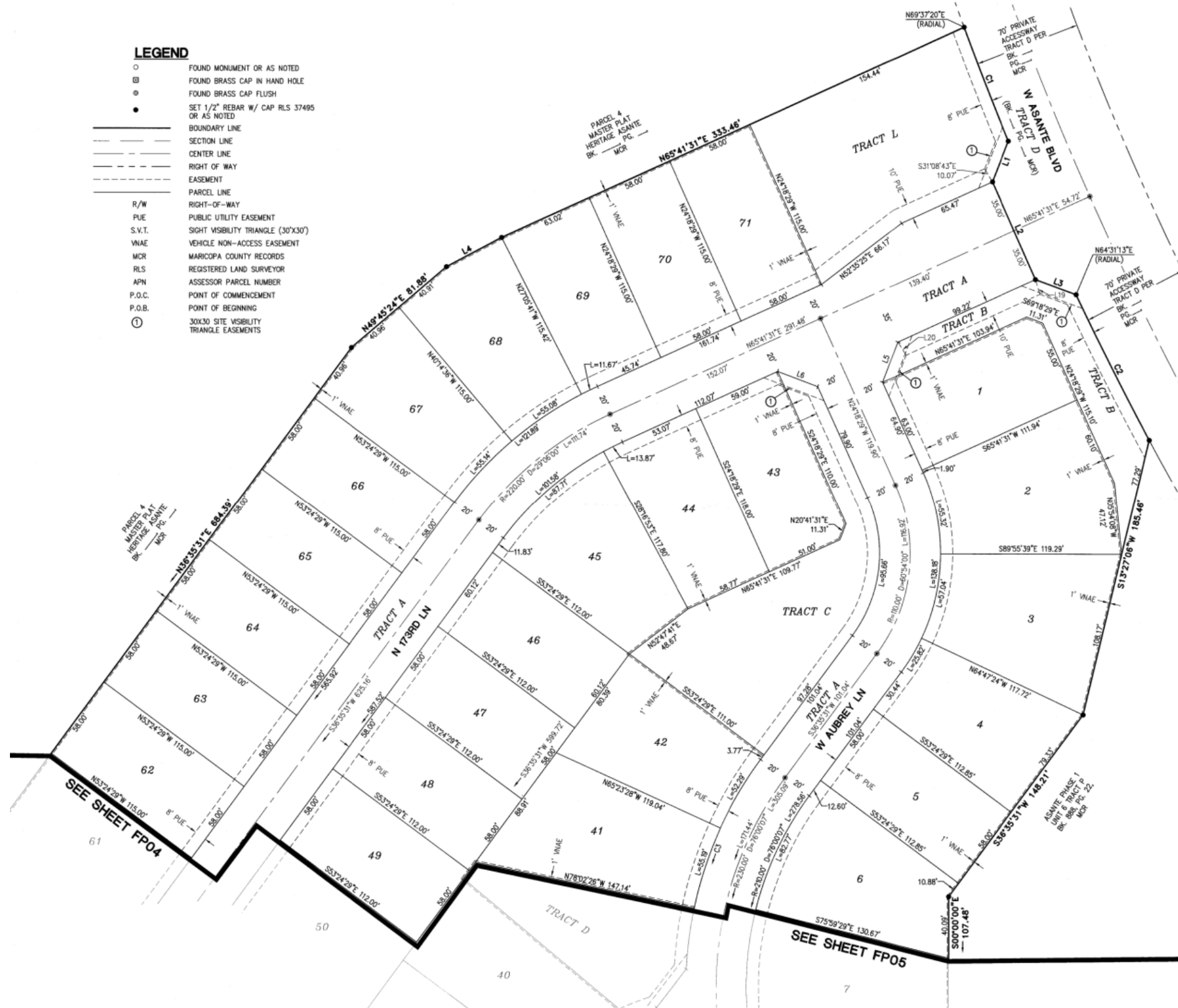
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	6670	0.1531
LOT : 62	6670	0.1531
LOT : 63	6670	0.1531
LOT : 64	6670	0.1531
LOT : 65	6670	0.1531
LOT : 66	6670	0.1531
LOT : 67	7925	0.1819
LOT : 68	7924	0.1819
LOT : 69	6927	0.1590
LOT : 70	6670	0.1531
LOT : 71	6670	0.1531



FINAL PLAT

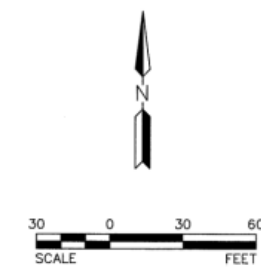
LEGEND

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- - - CENTER LINE
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- - - EASEMENT
- - - PARCEL LINE
- R/W RIGHT-OF-WAY
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- S.V.T. SIGHT VISIBILITY TRIANGLE (30'X30')
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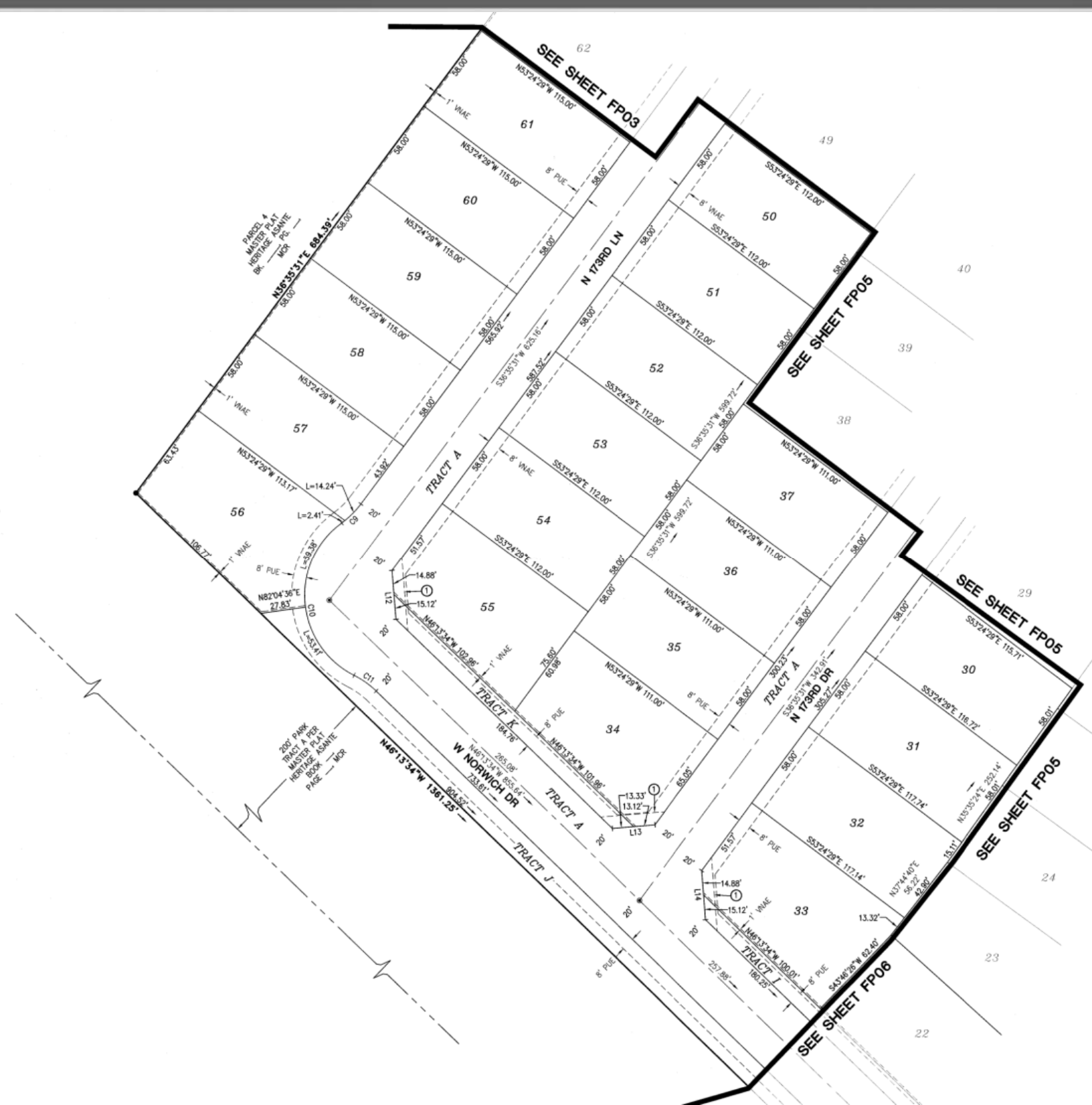


CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	2135.00'	2°08'59"	80.10'
C2	2135.00'	2°52'01"	106.83'
C3	250.00'	33°49'26"	147.58'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N21°26'41"E	28.66'
L2	N24°00'23"W	70.00'
L3	S69°45'29"E	28.51'
L4	N62°19'00"E	40.92'
L5	N20°41'31"E	28.28'
L6	S69°18'29"E	28.28'
L19	N17°12'34"W	10.08'
L20	N31°47'32"W	10.09'



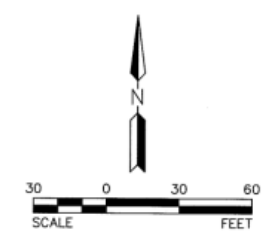
FINAL PLAT



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 - - - RIGHT OF WAY
 - - - EASEMENT
 - - - PARCEL LINE
 - R/W RIGHT-OF-WAY
 - PUE PUBLIC UTILITY EASEMENT
 - S.V.T. SIGHT VISIBILITY TRIANGLE (30'x30')
 - VNAE VEHICLE NON-ACCESS EASEMENT
 - MCR MARICOPA COUNTY RECORDS
 - RLS REGISTERED LAND SURVEYOR
 - APN ASSESSOR PARCEL NUMBER
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 - P.O.B. POINT OF BEGINNING
 - ① 30x30 SITE VISIBILITY TRIANGLE EASEMENTS

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C9	55.00'	17°20'29"	16.65'
C10	55.00'	117°30'03"	112.79'
C11	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L12	N04°49'01"W	30.00'
L13	N85°10'59"E	26.46'
L14	S04°49'01"E	30.00'



FINAL PLAT

FINAL PLAT

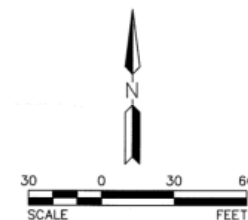
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 - - - MARICOPA COUNTY RECORDS
 - - - REGISTERED LAND SURVEYOR
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 - - - POINT OF BEGINNING
 - ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS

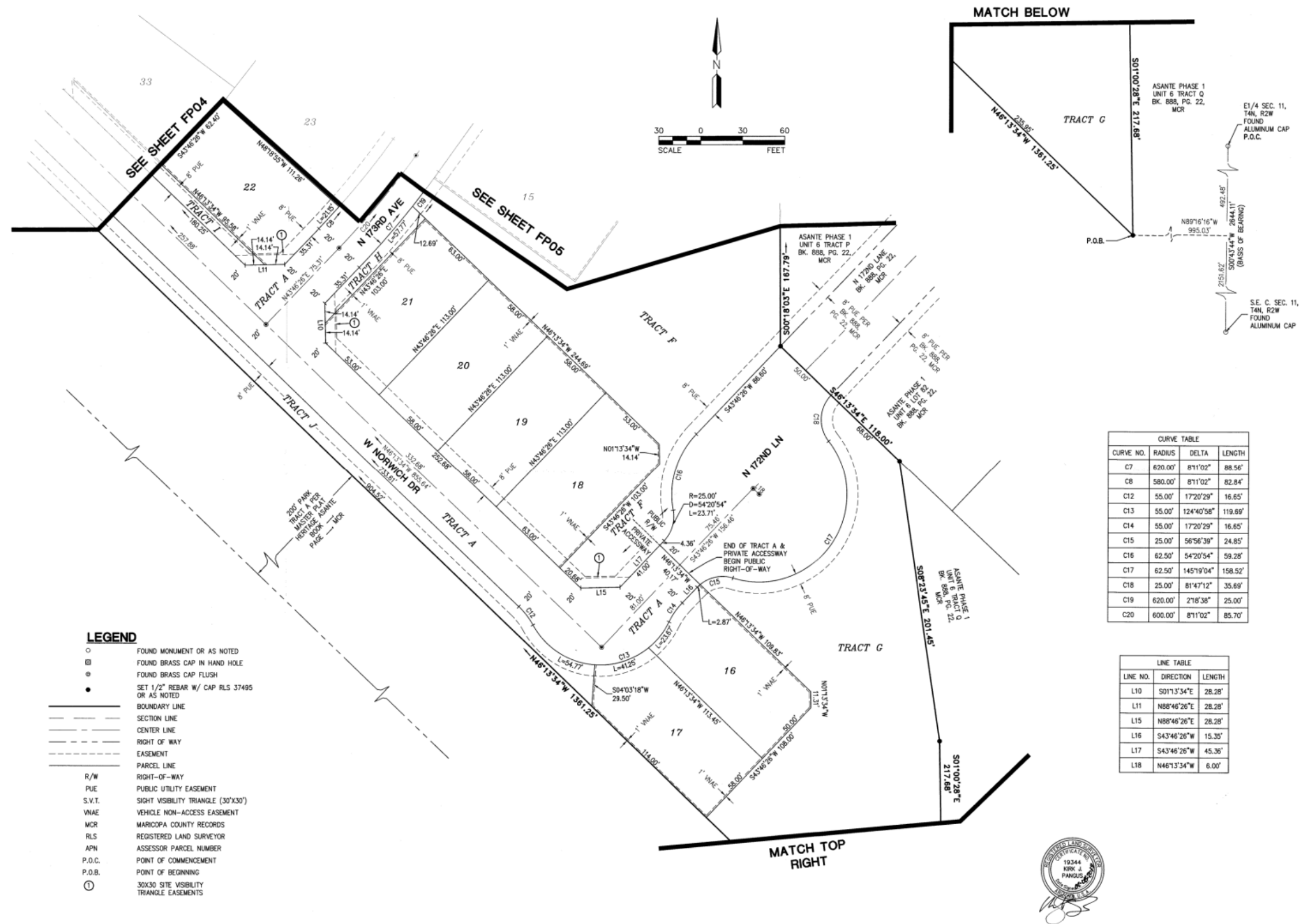


CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C3	250.00'	33°49'26"	147.58'
C4	55.00'	17°20'29"	16.65'
C5	55.00'	109°40'58"	105.29'
C6	55.00'	17°20'29"	16.65'
C7	620.00'	8°11'02"	88.56'
C8	580.00'	8°11'02"	82.84'
C19	620.00'	2°18'36"	25.00'
C20	600.00'	8°11'02"	85.70'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L7	N37°45'24"E	31.82'
L8	S60°05'43"E	27.39'
L9	N01°54'36"W	31.73'

ASAPTE PHASE 1
UNIT 5 TRACT P
BL. 688, PG. 22
MCR





FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019 Contact Person: Joshua Mike
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to the approval of a Pre-Annexation Development Agreement with Arizona State Lands Department (ASLD) for the proposed annexation of approximately 360 acres generally located at the southeast corner of N 163rd Ave and Lone Mountain Road and north of Dixileta Road, annexation case FS18-417; Resolution #2019-43.

Motion:

I move to approve the Pre-Annexation Development Agreement with the Arizona State Land Department, Resolution #2019-43.

Background:

A group of property owners have submitted an application stating their intent to annex undeveloped land generally located between Dixileta Dr and Dove Valley Rd, 163rd Ave and 155th Ave. The annexation proposal is for 1,193.97 acres of unincorporated land. On December 4, 2018, City Council approved Resolution #18-193 that directed City Staff to begin the annexation process per A.R.S. § 9-471.

This Pre-annexation Development Agreement is intended to facilitate annexation of 360 acres of the total annexation area and provide certain conditions for future development which would apply if the annexation request is approved.

Objective Analysis:

Positive impacts include adding additional property to the incorporated limits which will generate additional property and potential development fees. Negative impacts could include providing services in a 1,193.97 acre area the City did not have to previously serve.

Policy Compliant:

Annexation of this property is compliant with Council policy by expanding the range of influence of the City.

Financial Impact:

Annexation of the property could result in financial impacts to the City to provide services to an area which the City did not provide services to in the past. Annexation of the area could result in future development fees, sales and property taxes. Also a Financial Impact Analysis will be conducted and

submitted along with the final annexation documents.

Budget Impact:

Annexation of the property into the City limits could have minor budget impacts to provide services to an area which the City did not provide services to in the past. Annexation of the area could result in future development fees, sales and property taxes.

FTE Impact:

Staff does not believe that annexation of the property would require the addition of FTEs

ATTACHMENTS:

1. 19.04.22 FS18-417 EVR PADA Joint Staff Report for 19.05.07
 2. 19.04.22 EVR CLEAN ASLD PADA v4 FINAL
 3. EX A-1 Legal - APN 503-52-001C (Marisol 163 LLC)
 4. EX A-2 Legal - APN 503-52-001D (Marisol 163, LLC)
 5. EX A-3 Legal - Marisol (APN's 503-52-001C 001D)
 6. EX B-1 Legal - APN 503-52-001B (FGR)
 7. EX B-2 Legal - APN 503-52-002A (FGR)
 8. EX B-3 Legal - FGR (APN's 503-52-001B 002A)
 9. EX C Legal ASLD Property 1
 10. EX D Legal BoR Properties
 11. EX E Legal ASLD Property 2
 12. 03 FS18-417 Marisol Ranch Annexation – PADA Presentation 4.16.19 CC Presentation
 13. 19.04.25 EVR Res 2019-43 ASLD PADA
-

Case: **FS18-417**

Project Name: Marisol Ranch Pre-Annexation Development Agreement
Arizona State Land Department Pre-Annexation Development Agreement

Council District: 1

City Council Date: **May 7, 2019**

Planner: Joshua Mike and Ellen Van Riper

Owners: Marisol 163, LLC and FGR Property Investments V, LLC; State of Arizona by and through the State Land Commissioner and the State Land Department

Developer: Montage Holdings, LLC for Marisol 163, LLC; FGR Property Investments V, LLC; Arizona State Land Department

Request: Approval of Pre-Annexation Development Agreements

Site Location: Northeast corner of N 163rd Ave and Lone Mountain Road; southeast corner of N 163rd Ave and Lone Mountain Road north of Dixileta Road

Site Size: 1,194 acres (approx.)

Actions: **Approve:** Approval, by separate motions, of the proposed Pre-Annexation Development Agreement between the City and Marisol 163, LLC and FGR Property Investments V, LLC, and a separate proposed Pre-Annexation Development Agreement between the City and the State of Arizona, by and through the State Land Commissioner and the State Land Department, which would provide for (1) annexation of property owned by Marisol, FGR, the State, and other properties; and (2) rezoning and future development of the properties owned by Marisol, FGR, and the State, all in accordance with the City of Surprise General Plan and Unified Development Code

Deny: Denial of the proposed pre-annexation development agreements would prevent the Marisol, FGR, and Arizona State Land Department properties from being annexed into the City, rezoned, and developed pursuant to the Surprise General Plan, Surprise Unified Development Code, and other city regulations. Denial would also allow the Marisol and FGR properties to be developed outside the city pursuant to an existing development plan approved by Maricopa County that is not consistent with the Surprise General Plan and Unified Development Code.

Introduction:

The purpose of the two Pre-Annexation Development Agreements is to facilitate annexation of approximately 1,194 acres to the City of Surprise and rezoning those portions of the annexed area owned by Marisol 163, LLC, FGR Property Investments V, LLC, and the Arizona State Land Department to permit future development consistent with the Surprise General Plan and the Surprise Unified Development Code. The proposed annexation area is generally located east of 163rd Avenue between Dove Valley Road to the north and Dixileta Road to the south. Marisol 163 and FGR Property Investments V own the portion of the annexation area at the northeast corner of N 163rd Ave and Lone Mountain Road, which will be developed by Montage Holdings, LLC, as Marisol Ranch. The State of Arizona owns in trust approximately 360 acres of land within the annexation area bisected by approximately 244 acres of land owned by the United States Bureau of Reclamation. On December 4, 2018, City Council approved Resolution #18-193 that directed City Staff to begin the annexation process per A.R.S. § 9-471.

The two Pre-Annexation Development Agreements set forth the step-by-step procedures to be undertaken and completed to annex the property owned by Marisol 163 and FGR Property Investments V and the Arizona State Land Department into the City of Surprise and then rezone both consistent with the Surprise General Plan and the Surprise Unified Development Code. The best analogy is that the Agreements are a road map to get to annexation and rezoning for future development.

Many of the procedural steps and sequencing are required by the Arizona annexation statutes (ARS 9-471, *et seq.*); but others are designed to allow Marisol 163 and FGR Property Investments V and/or the Arizona State Land Department to halt or repeal, if necessary, the annexation if (1) their property is not rezoned in accordance with the Planned Area Development (“PAD”) applications for Marisol Ranch (the combined Marisol 163/FGR Property Investments V property) and Lone Mountain Ranch (the Arizona State Land Department property); (2) the annexation is challenged in court pursuant to statute; or (3) the Agreements, annexation ordinance, and/or PADs become the subject of a referendum effort. The PAD’s will be presented to the Planning and Zoning Commission on May 2, 2019, and to the City Council on June 18, 2019.

It is important to note that approval of the Pre-Annexation Development Agreements **would not** annex the properties owned by Marisol 163 and FGR Property Investment V and the Arizona State Land Department. Also, the Agreements **would not** rezone these properties. Assuming the Pre-Annexation Development Agreements are approved by the Council and the annexation moves forward pursuant to the annexation statutes, a formal annexation ordinance will be presented to the City Council on June 18, 2019 along with the two PAD applications on the same agenda.

The only development related matters addressed by the Pre-Annexation Development Agreements are: (1) a requirement that Marisol 163, LLC and FGR Property Investments V, LLC, or a future developer such as Montage Holdings, construct road improvements to 163rd Avenue between the Dixileta Road and Lone Mountain Road alignments; and (2) that the properties will be developed in accordance with the new and updated Surprise Unified Development Code to be adopted by the City Council later in 2019 or early 2020.

Annexation Process:

The Arizona Revised Statutes, Title 9, imposed requirements for a municipality to annex unincorporated land. The City must file a blank annexation petition with Maricopa County where it is held for a 30-day waiting period. City Council must hold a public hearing during the last 10 days of the 30-day waiting period. After the public hearing and the 30-day waiting period has ended, an excess of 50% of the land owners and assessed valuation for all real and personal property located within the annexation area must sign the petition in order to validate the petition. State statute also allows up to one year following the end of the 30-day period to obtain the required number of signatures.

File Blank Petition: Between May 8-13

- Begins 30-day waiting period;

Waiting Period Begins: May 8-13

Public Hearing: June 4

- City council has public hearing to discuss the annexation proposal
- No action taken at this meeting

Waiting Period Ends: Between June 8-12

- Applicant obtains signatures, submits signed petition to City

Public Hearing: June 18

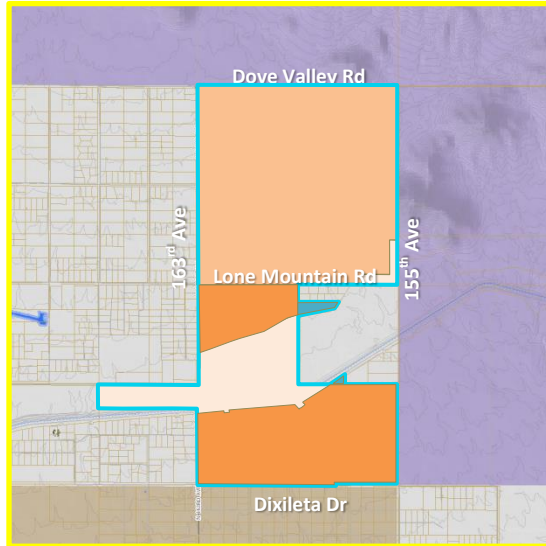
- City Council action on annexation ordinance and concurrent rezoning cases

Project Description:

The Marisol 163, LLC and FGR Property Investments V, LLC property currently has Maricopa County zoning classifications R1-18, R1-10, R1-8, R1-7, R1-6, R-2, and C-1 that all include Residential Unit of Planned Development (RUPD) and Planned Area Development (PAD) Overlays. The Arizona State Lane Department property has Maricopa County R1-43 zoning. If annexed, the properties will assume similar zoning districts within the Surprise Unified

Development Code (SUDC). For the Marisol 163, LLC and FGR Property Investments V, LLC property: Residential Low Density (RL), Residential Medium Density (RM), Neighborhood Commercial (CN). For the Arizona State Land Department property: Rural Residential (RR). The rezoning application for the Marisol Ranch PAD is case FS18-557; for Lone Mountain Ranch, FS18-###. The PAD applications will be heard by both the Planning and Zoning Commission on May 2, 2019 and City Council on June 18, 2019.

Project Location:



-  Existing Maricopa County Limits
-  Existing Surprise Incorporated Limits
-  Existing Peoria Incorporated Limits
-  Marisol Ranch Annexation Boundary
-  Marisol Ranch Development Agreement
-  ASLD Development Agreement
-  Federal BOR Land
-  Private Land

Summary:

The annexation boundary to be annexed complies with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes.

Attachments:

- 01 FS18-417 Pre-Annexation Development Agreement – Marisol 163 and FGR Property
- 02 FS18-417 Pre-Annexation Development Agreement – Marisol 163 and FGR, Exhibits A-D
- 02 FS18-417 Pre-Annexation Development Agreement – Arizona State Land Department
- 03 FS18-417 Pre-Annexation Development Agreement – ASLD, Exhibit A-D
- 03 FS18-417 PADA Presentation 5.07.19 CC Presentation

When recorded mail to: |
|
City of Surprise |
City Clerk |
16000 N. Civic Center Plaza |
Surprise, Arizona 85374 |

PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Pre-Annexation Development Agreement (the “**Agreement**”) is entered into this ____ day of _____, 2019__, by and between the **CITY OF SURPRISE, ARIZONA**, an Arizona municipal corporation (“**Surprise**”) and the **STATE OF ARIZONA** (“**State**”), by and through the State Land Commissioner (“**Commissioner**”) and the Arizona State Land Department (“**ASLD**”). Surprise and ASLD are sometimes hereinafter collectively referred to as the “**Parties**,” or individually referred to as a “**Party**.”

RECITALS

A. Marisol 163, LLC. (“**Marisol**”) owns approximately 163 acres of land (the “**Marisol Property**”), located in unincorporated Maricopa County, Arizona (“**County**”), more particularly described in Exhibit A attached hereto and made a part hereof. FGR Property Investments V, LLC. (“**FGR**”) owns approximately 470.5 acres of land (the “**FGR Property**”), located in unincorporated Maricopa County, Arizona, adjacent to the Marisol Property, as more particularly described on Exhibit B attached hereto and made a part hereof. Marisol and FGR are collectively referred to as “**Owners**,” and the Marisol Property and the FGR Property are collectively referred to as the “**Property**.” The Owners have entered into an agreement to sell and convey the Property to Montage Holdings (“**Montage**”).

B. The Property is adjacent to real property owned by the State, legally described on Exhibit “C” attached hereto (the “**ASLD Property 1**”).

C. ASLD Property 1 is adjacent to real property owned by the United States Bureau of Reclamation, legally described on Exhibit “D” attached hereto (the “**BOR Property**”).

D. The BOR Property is adjacent to real property owned by the State, legally described on Exhibit “E” attached hereto (the “**ASLD Property 2**”). ASLD Property 1 and ASLD Property 2 together comprise approximately 360 acres of land (collectively, the “**ASLD Property**”).

E. The ASLD Planned Area Development (“**Lone Mountain Ranch PAD**”) application, known as Lone Mountain Ranch and referenced in paragraph 2.1 below, includes the ASLD Property and the BOR Property.

F. The ASLD Property is land granted to the State in trust by the Arizona-New Mexico Enabling Act of 1910 (Statutes at Large Volume 36 Page 557) (the “**Enabling Act**”) and

administered by the Commissioner and ASLD in the best interest of the State Land Trust created by the Enabling Act (the “**Trust**”). Surprise acknowledges that the Arizona Legislature granted the Commissioner final authority to determine the appropriate uses of the State Trust Lands. Surprise further acknowledges that any agreement permitting Surprise to annex the ASLD Property and any future uses of the annexed ASLD Property must serve the best financial interests of the Trust as determined by the Commissioner. ASLD’s mission is to manage the State Trust Lands for that purpose, consistent with sound stewardship, conservation, and business management principles.

G. Owners and ASLD desire Surprise to annex the Property, the ASLD Property, and the BOR Property into Surprise (collectively, the “**Annexation Parcels**”).

H. On June 11, 2018, the State Selection Board (the “**Selection Board**”) considered and approved annexation of the ASLD Property into Surprise.

I. Surprise has an interest in ensuring that the development of the Annexation Parcels, including the ASLD Property and the BOR Property, complies with Surprise standards of development.

J. The Parties understand and acknowledge that this Agreement is a “**Development Agreement**,” within the meaning of and entered into pursuant to A.R.S. § 9-500.05, to facilitate annexation of the Annexation Parcels and provide certain conditions of development which will apply to the Annexation Parcels upon annexation.

K. The terms of this Agreement are binding upon Surprise and the State and their successors and assigns and shall run with the ASLD Property, subject to the limitations set forth herein and State law.

- a. The Parties acknowledge that the annexation and ultimate development of the Annexation Parcels within and as an integral part of Surprise would be a project of significance, and the Owners and ASLD desire assurances from Surprise of Surprise’s willingness to annex the Annexation Parcels into Surprise, and establish City zoning for the Annexation Parcels as described herein.
- b. Surprise believes that annexation of the Annexation Parcels and development of the Annexation Parcels pursuant to this Agreement will result in aesthetic, planning, and economic benefits to Surprise and its residents.
- c. ASLD acknowledges that annexation and development of the Annexation Parcels pursuant to this Agreement will be beneficial and advantageous to ASLD by providing assurances to ASLD that the State or its successors and assigns will have the ability to develop the ASLD Property within Surprise pursuant to this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants herein set forth the Parties agree as follows:

AGREEMENT

1. Commencement Date and Term.

1.1 The “**Commencement Date**” is defined as the date upon which all of the following conditions have been satisfied: (1) this Agreement is executed by all Parties; (2) Surprise adopts the Annexation Ordinance and approves by ordinance the Lone Mountain Ranch PAD (the “**Zoning Ordinance**”); (3) this Agreement is recorded in accordance with A.R.S. § 9-500.05(D); (4) the Annexation Ordinance and Zoning Ordinance have become final following expiration of the time periods in which they may be challenged pursuant to A.R.S. § 9-471(C) or referred to the qualified electors of Surprise, or if such statutory challenge is properly made or such a referendum is certified for the ballot, then after resolution of such challenge in favor of Surprise or after the election upholding the Annexation Ordinance and the Zoning Ordinances; and (5) this Agreement has become final following expiration of the time periods in which the Resolutions adopting this Agreement may be referred to the qualified electors of Surprise, or if such a referendum is certified for the ballot, then after the election upholding the Resolutions and this Agreement.

1.2 Any delay relative to the Commencement Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of Surprise shall not be deemed a default by Surprise.

1.3 From the Commencement Date, this Agreement shall automatically terminate on the 25th anniversary of such date, unless this Agreement is rescinded or terminated on an earlier date as provided for herein.

2. Annexation; Rezoning/PAD and Rescission.

2.1 Annexation Process. Following the Surprise City Council’s approval of this Agreement, and provided that the Commissioner determines that the terms of the annexation serve the best interests of the Trust, the Commissioner shall execute this Agreement and ASLD will deliver to Surprise the written approvals of the Selection Board and the Commissioner for Surprise to file with the Maricopa County Recorder when Surprise files the blank annexation petition (the “**Annexation Petition**”) for the Annexation Parcels pursuant to A.R.S. § 9-471(A)(1). Surprise agrees to comply with the provisions of A.R.S. § 9-471 *et. seq.*, and, if determined to be in the best interest of Surprise, adopt the ordinance annexing the Annexation Parcels into the corporate limits of Surprise (the “**Annexation Ordinance**”). Surprise will submit the Annexation Ordinance to the City Council for its consideration on the same date the City Council considers ordinances for approval of the Marisol Ranch Planned Area Development (“**Marisol Ranch PAD**”) and the Lone Mountain Ranch PAD (collectively, the “**PADs**”) applications.

2.2 Rezoning/PAD Process. Owners and Montage have filed with Surprise the application for the PADs. ASLD and the Commissioner shall sign the Annexation Petition for

the ASLD Property, unless: (a) the Planning and Zoning Commission recommends denial of the PADs to the Surprise City Council; or (b) the Planning and Zoning Commission recommends approval of the PADs, but imposes conditions on its recommendations to the Surprise City Council that are not acceptable to Owners and ASLD, in their sole discretion. Owners will deliver to Surprise the Annexation Petition, meeting all statutory requirements and duly executed by all necessary property owners to accomplish annexation of the Annexation Parcels. However, delivery of the Annexation Petition shall not constitute a waiver of ASLD's right to object to any condition of the Lone Mountain Ranch PAD recommended by the Planning and Zoning Commission to the City Council. If the Annexation Ordinance is adopted by the City Council, Surprise agrees to:

(a) consider approval by ordinance of the PADs, subject to conditions acceptable to Owners and ASLD, at the same City Council hearing as adoption of the Annexation Ordinance; and

(b) ensure that such ordinances are "available" (as defined in A.R.S. § 19-142) on the day following date of passage. In the event that the City Council determines that it is in the best interests of Surprise to continue the consideration of the PADs to a date following the date of its approval of the Annexation Ordinance, then the City Council will reconsider the Annexation Ordinance and will continue it to the same date as the continued consideration of the PADs.

2.2.1. Initial Zoning. Should Surprise elect to annex the Annexation Parcels, as part of the Annexation Ordinance annexing the Annexation Parcels into the corporate limits of Surprise, Surprise is mandated to zone the Annexation Parcels with comparable zoning as zoned in Maricopa County.

2.2.2. Concurrent Rezoning. Immediately following adoption of the Annexation Ordinance, at the same City Council meeting, the City Council shall consider approval of the Zoning Ordinances for the PADs.

2.3 Rescission of Annexation Ordinance and Rezoning. As will be stated in a provision in the Annexation Ordinance, if the PADs, subject to conditions acceptable to Owners and ASLD, in their sole discretion, are not approved at the same City Council meeting as adoption of the Annexation Ordinance, the City Council shall (by Motion for Reconsideration or other appropriate means) repeal the Annexation Ordinance prior to the expiration of the 30 day period following the City Council's adoption of the Annexation Ordinance and before annexation of the Annexation Parcels is final and effective under applicable law, even if the City Council must hold a special meeting to do so. The Annexation Ordinance will also contain provisions requiring repeal of the Annexation Ordinance by the City Council if (i) any person, other than a Party, files a verified petition with the Superior Court of the State of Arizona challenging the validity of the Annexation Ordinance; (ii) the City Council does not approve the PADs, subject only to those conditions acceptable to Owners and ASLD, at the same City Council hearing as adoption of the Annexation Ordinance; (iii) any person, other than a Party, files referendum petitions with the City to place approval of the Annexation Ordinance or one or both of the approved PADs on a future city election ballot for approval or rejection by the

qualified electors of the city; or (iv) any person, other than a Party, files a verified petition with the Superior Court of the State of Arizona challenging the validity of the Agreement.

2.4 Further Zoning Changes. For a period of twenty-five (25) years from the Commencement Date, and subject to any vested rights that may accrue to Owners and ASLD, and their successors or assigns, with respect to any portion of the Annexation Parcels for which substantial expenditures have been made, Surprise agrees not to initiate any changes or modifications to the PADs that may be approved for the Annexation Parcels pursuant to this Agreement, except at the request of the then owner of that portion of the Annexation Parcels for which such zoning change is sought or as the result of a change made by operation of Section 4.1 below

3. Development Rights. Surprise agrees that, for a period of twenty-five (25) years from the Commencement Date, and subject to any vested rights that may accrue to Owners and ASLD, and their successors or assigns, with respect to any portion of the Annexation Parcels for which substantial expenditures have been made, Owners or ASLD, and their successors or assigns, shall have the right to develop the Annexation Parcels in accordance with this Agreement and the PADs, as approved by the Surprise City Council. At the conclusion of the twenty-five (25) year period, the zoning shall remain vested as to any portion of the Annexation Parcels for which substantial expenditures have been incurred for which Surprise has issued a permit or permits for development. Otherwise, the question of whether or not zoning has vested shall be determined by the statutes and judicial decisions then applicable.

4. Regulation of Development.

4.1 Development of the Annexation Parcels shall be governed by the ordinances, rules, regulations, guidelines, permit requirements, development fees (as defined in A.R.S. § 9-463.05), other infrastructure fees, however denominated, exactions, other requirements, and/or official policies of Surprise existing and in force for Surprise as of the Commencement Date. Without limiting the generality of the foregoing, the Parties agree that after the Commencement Date, any and all subsequent zoning ordinances or resolutions, rules, regulations, standards, directives, conditions, or other measures adopted by Surprise will not be applied to the ASLD Property, except (i) the rewritten Land Development Ordinance (“**LDO**”) and Planning and Engineering Design Standards (“**PEDs**”) anticipated to be adopted by the City in 2019 or 2020, as such LDO and PEDs may be amended from time to time after adoption, except that lot yield and development standards as expressly stated will run with the land unless subsequently amended by a PAD amendment; (ii) future generally-applicable ordinances, rules, regulations, permit requirements, or other measures necessary to alleviate legitimate threats to public health and safety that are applied equally across the city; (iii) future ordinances, resolutions, rules, regulations, standards, directives, conditions, permit requirements, policies, or other requirements enacted to comply with mandatory requirements imposed by state or Federal laws and regulations, court decisions, and other similar superior external authorities beyond the control of Surprise; and (iv) updates to those certain generally-applicable national or state building-related codes, engineering standards and guidelines that are adopted by Surprise. Nothing herein shall be interpreted as relieving ASLD, or its successors, of any obligation that it

may have with respect to laws and regulations enacted by the Federal government or the State of Arizona.

4.2 Surprise hereby agrees that the Annexation Parcels shall be included within any growth boundary, urban boundary, urban service boundary, or other similar purpose land use regulatory device that may be established by Surprise or local or state law, referendum, or initiative in the future with respect to the area in which the Annexation Parcels are located. For a period of twenty-five (25) years from the Commencement Date, subject to any vested rights that may accrue with respect to any portion of the Annexation Parcels for which substantial expenditures have been made, Surprise shall not take any affirmative action or position that would have the effect of subjecting the timing or development of the Annexation Parcels to procedures and limitations that may be a part of any adopted growth boundary, urban boundary, urban service boundary, growth management plan, or other similar land use regulatory device that may be required by local or state law, referendum, or initiative.

4.3 Development Fees. Notwithstanding Section 4.1 above, the Parties expressly acknowledge and agree that Surprise reserves the right to adopt future ordinances assessing or imposing development fees under the authority of A.R.S. § 9-463.05, which shall be applicable to development of the Annexation Parcels.

4.4 Permits and Building Fees. ASLD agrees and understands that all development upon the ASLD Property shall be subject to those building permit and other fees normally applicable to construction within Surprise then in effect and as may be changed from time to time.

5. Street Construction. As a pre-condition to developing the Property, Owners, and each of them, shall be responsible, jointly and severally, for constructing the east half improvements of 163rd Avenue from the Dixileta Drive alignment northward to the Lone Mountain Road alignment, as required by the City of Surprise. These improvements are to be generally consistent with the City of Surprise “Parkway” standard as may be modified by the City of Surprise and shall be completed before any certificate of occupancy may be obtained as to any portion of the Property.

6. Waiver of Claims Pursuant to A.R.S. § 12-1131, et seq. (“Proposition 207”). ASLD agrees and understands that the City is entering into this Agreement in good faith and with the understanding that, if it acts consistently with the terms and conditions herein, it will not be subject to a claim for diminished value of the ASLD Property by ASLD or its successors. ASLD agrees and consents to all the conditions imposed by this Agreement, the Annexation Ordinance when adopted, and the PAD when approved, and by signing this Agreement waives any and all claims, suits, damages compensation, and causes of action the ASLD may have now or in the future under the provisions of A.R.S. Sections 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting from development of the ASLD Property consistent with this Agreement, the PAD when approved, and the Annexation Ordinance when adopted or from any “land use law” (as such term is defined in the aforementioned statute sections and the Surprise City Code) permitted by this Agreement to be enacted, adopted, or applied by Surprise now or hereafter. ASLD

acknowledges and agrees that the terms and conditions set forth in this Agreement, the Lone Mountain Ranch PAD when approved, and the Annexation Ordinance when adopted cause the fair market value of the ASLD Property to equal or exceed the fair market value of the ASLD Property in the absence of this Agreement, the Lone Mountain Ranch PAD when approved, the Annexation Ordinance when adopted, and such “land use laws.” In addition, the ASLD agrees to execute the Surprise standard Proposition 207 Waiver document prior to submission of the Lone Mountain Ranch PAD to the Planning and Zoning Commission and Surprise City Council for consideration and possible approval.

6. Surprise’s Obligation. Surprise agrees to:

6.1 Expediently process the Annexation Petition and PAD applications in accordance with applicable law and the terms and conditions of this Agreement.

6.2 Upon final and effective annexation, Surprise shall provide all Surprise services to the Annexation Parcels, including, but not limited to water, sewer, trash collection, police and fire protection and all other services typically provided by Surprise to its residents and to the same extent and upon the same terms and conditions as those services are provided to the other properties throughout Surprise. Extension of water and sewer mainlines shall be completed by Owners or their successors or assigns, at their sole expense, or by a successor(s) to ASLD at their expense.

7. Time Period. The Parties agree to use their respective best efforts to complete the annexation of the Annexation Parcels as close as reasonably possible to the minimum time periods set forth in A.R.S. § 9-471 and in conformance with the provisions of this Agreement.

8. Good Standing; Authority. Each Party represents and warrants to the other that it is duly formed and validly existing under the laws of Arizona and that the individual(s) executing this Agreement on behalf of each respective Party is/are authorized and empowered to bind such Party on whose behalf each such individual is signing.

9. Default and Remedies. The Parties acknowledge that failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision of this Agreement may cause severe hardship. Notice of such failure to perform or unreasonable delay shall be provided to the defaulting Party. If such failure to perform or unreasonable delay is not immediately corrected, the non-defaulting Party shall have the right to initiate legal proceedings to seek specific performance or an injunction, as appropriate, to compel performance. The non-defaulting Party may also seek to terminate this Agreement or to specifically enforce any term or provision hereof. Under no circumstances may the non-defaulting Party seek to recover an award of money damages, including, but not limited to, consequential damages, against the defaulting Party. The exclusive remedies are specific performance, injunction, and termination.

10. Governing Law. This Agreement shall be governed by and constructed under the laws of the State of Arizona. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

11. Waiver. No waiver by any Party of a breach of any of the terms or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term or condition contained herein.

12. Attorneys' Fees. If any judicial proceeding is initiated by any Party hereto with respect to this Agreement, the prevailing Party or Parties shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceeding, including, without limitation, its reasonable attorneys' fees. In the event that the Parties elect to submit dispute to mediation or arbitration, the costs thereof shall be evenly shared by the Parties.

13. Notice. All notices, demands or other communications given hereunder shall be personally delivered or sent by certified mail or by facsimile transmission, addressed as follows:

Surprise: City of Surprise
 Michael Frazier, City Manager
 16000 N Civic Center Plaza
 Surprise, Arizona 85374

With Copy to: City of Surprise
 Robert Wingo, City Attorney
 16000 N. Civic Center Plaza
 Surprise, Arizona 85374

ASLD: Arizona State Land Department
 1616 West Adams
 Phoenix, Arizona 85007
 Attn: Arizona State Land Commissioner

With Copy to: Arizona Attorney General's Office
 Section Chief Counsel, Natural Resources Section
 2005 N. Central Avenue
 Phoenix, Arizona 85004

Or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to a Party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that Party; (b) delivery to the address of the Party, addressed to the Party; (c) confirmation of the transmission of a facsimile copy to the facsimile number provided for the Party in this Agreement; or (d) if given by certified or registered U.S. mail, return receipt request, forty-eight (48) hours after deposit with the United States Postal Service, addressed to the Party.

14. Covenant to Run with the Land. Except as limited by this Agreement, it is intended by the Parties that the obligations set forth in this Agreement shall be covenants running with the land and as such are binding upon the Parties' successors and assigns.

15. Time of Essence. Time is of the essence for this Agreement.
16. Effective Date. This Agreement is entered into effective as of the date set forth on the first page of this Agreement (the “**Effective Date**”).
17. Recordation. This Agreement shall be recorded in the Official Records of Maricopa County, Arizona.
18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein.
19. Amendments. This Agreement may be amended only by a written agreement fully executed by the Parties.
20. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
21. Cancellation. This Agreement is subject to cancellation in accordance with, the provisions of A.R.S. §38-511.
22. Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
23. Non-Discrimination. The Parties agree to comply with all applicable State and Federal relating to equal opportunity and non-discrimination.
24. Arbitration. The Parties agree to use arbitration to the extent required by A.R.S. § 12-1518 and 12-133.
25. Availability of Funds. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind ASLD, the State of Arizona, or the City of Surprise to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
26. Records Inspection and Audit. Pursuant to A.R.S. §§ 35-214, 35-215 and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State or the City of Surprise for five years after the termination of this Agreement.
27. Exhibits. All exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF SURPRISE

Skip Hall, Mayor

Attest:

Approve as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____.

My Commission Expires: _____
Notary Public

ARIZONA STATE LAND DEPARTMENT

By: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, on behalf of the Arizona State Land Department by _____, its _____.

My Commission Expires:

Notary Public

Exhibit “A”
(Marisol Property)

Exhibit “B”
(FGR Property)

Exhibit “C”
(ASLD Property #1)

Exhibit “D”
(Bureau of Reclamation Property)

Exhibit “E”
(ASLD Property #2)

APN 503-52-001C (Marisol 163, LLC)

MARISOL RANCH APN: 503-52-001C BOUNDARY LEGAL DESCRIPTION

That parcel of land being the property as described in the Special Warranty Deed as recorded in Document No. 2013-1006862, Maricopa County Records, Arizona, lying within the Southwest Quarter of Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Southwest corner of said Section 18 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the West Quarter corner thereof bears North 00°01'09" West, 2639.94 feet;

Thence North 00°01'09" West, 1433.59 feet along the west line of the Southwest Quarter of said Section 18;

Thence leaving said west line, North 89°57'51" East, 612.46 feet;

Thence South 10°33'43" East, 26.65 feet;

Thence South 49°19'12" East, 200.00 feet;

Thence South 31°01'27" East, 300.00 feet;

Thence South 51°53'29" East, 100.00 feet;

Thence South 14°51'18" East, 300.00 feet;

Thence South 24°20'08" East, 200.00 feet;

Thence South 11°52'49" East, 200.00 feet;

Thence South 19°57'17" East, 100.00 feet;

Thence South 01°54'26" East, 199.97 feet to the south line of the Southwest Quarter of said Section 18;

Thence North 89°51'15" West, 1243.13 feet along said south line to the **POINT OF BEGINNING**.

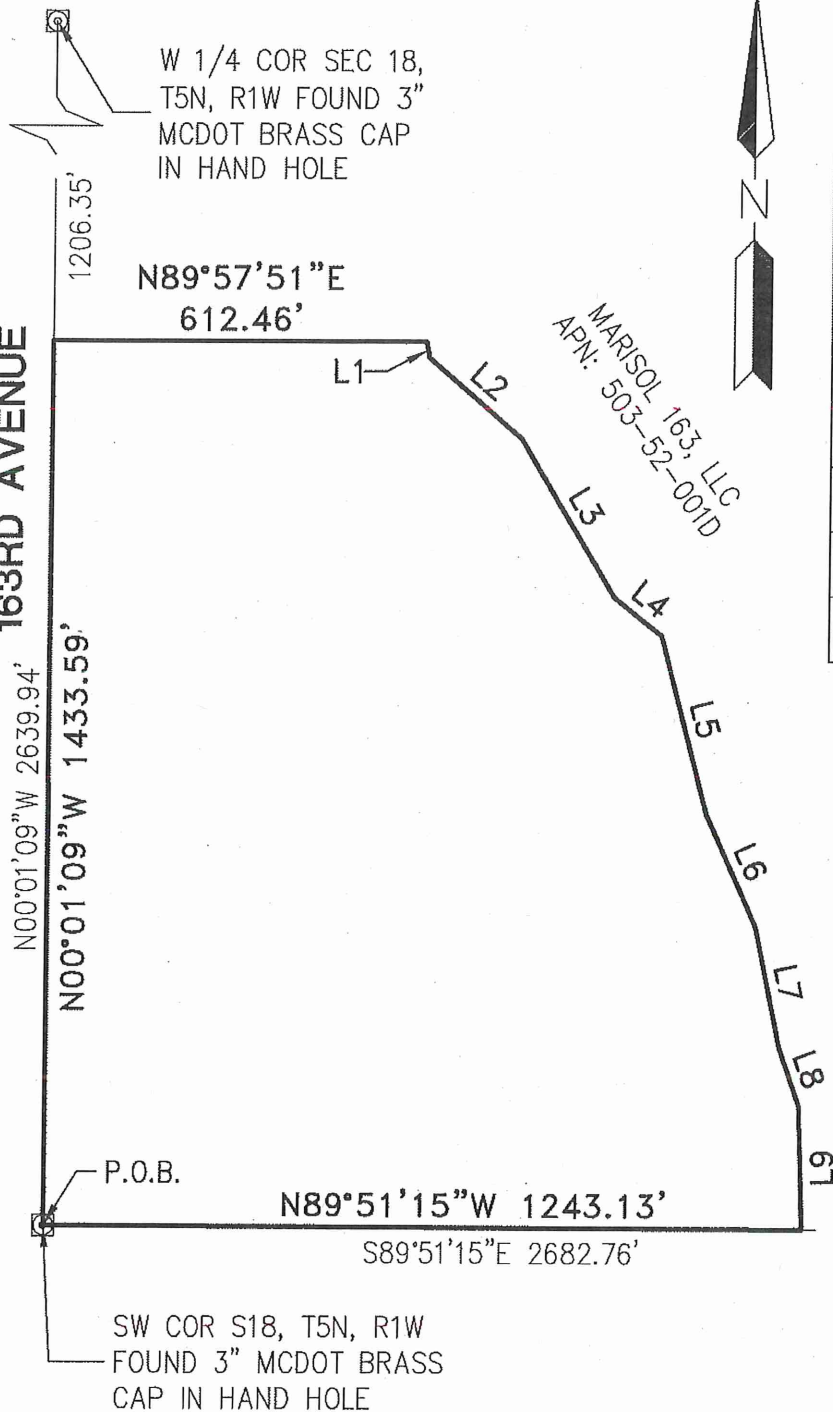
The above described parcel contains a computed area of 1,480,957 sq. ft. (33.9981 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019



163RD AVENUE



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S10°33'43"E	26.65'
L2	S49°19'12"E	200.00'
L3	S31°01'27"E	300.00'
L4	S51°53'29"E	100.00'
L5	S14°51'18"E	300.00'
L6	S24°20'08"E	200.00'
L7	S11°52'49"E	200.00'
L8	S19°57'17"E	100.00'
L9	S01°54'26"E	199.97'



P.O.B. - POINT OF BEGINNING

PAGE 3 OF 3

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-001C BOUNDARY MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602 490 0535 / F: 602 368 2436
DATE: APR 2019		
SCALE: N.T.S.		
DRAWN BY: GS	EXHIBIT	
CHECKED BY: KJP		

APN 503-52-001D (Marisol 163, LLC)

MARISOL RANCH APN: 503-52-001D BOUNDARY LEGAL DESCRIPTION

That parcel of land being the property as described in the Special Warranty Deed as recorded in Document No. 2013-1006931, Maricopa County Records, Arizona, lying within the West Half of Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the West Quarter corner of said Section 18 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Southwest corner thereof bears South 00°01'09" East, 2639.94 feet;

Thence North 00°00'15" East, 1749.23 feet along the west line of the Northwest Quarter of said Section 18;

Thence leaving said west line, South 89°59'50" East, 672.68 feet;

Thence South 25°17'20" East, 1135.04 feet along the west line of the property described in Special Warranty Deed recorded in Document No. 1991-1006827, Maricopa County Records;

Thence along said west line the following 8 courses:

Thence South 60°30'23" East, 205.96 feet;

Thence South 26°34'29" East, 866.46 feet;

Thence South 07°59'37" East, 786.62 feet;

Thence South 09°35'31" East, 999.13 feet;

Thence South 29°55'18" East, 485.87 feet;

Thence South 14°53'59" East, 99.78 feet;

Thence South 00°08'50" West, 210.65 feet to the south line of the Southwest Quarter of said Section 18;

Thence leaving said west line, North 89°51'15" West, 1023.92 feet along said south line;

Thence leaving said south line, North 01°54'26" West, 199.97 feet;

Thence North 19°57'17" West, 100.00 feet;

Thence North 11°52'49" West, 200.00 feet;

Thence North 24°20'08" West, 200.00 feet;

Thence North 14°51'18" West, 300.00 feet;

Thence North 51°53'29" West, 100.00 feet;

Thence North 31°01'27" West, 300.00 feet;

Thence North 49°19'12" West, 200.00 feet;

Thence North 10°33'43" West, 26.65 feet;

Thence South 89°57'51" West, 612.46 feet to the west line of the Southwest Quarter of said Section 18;

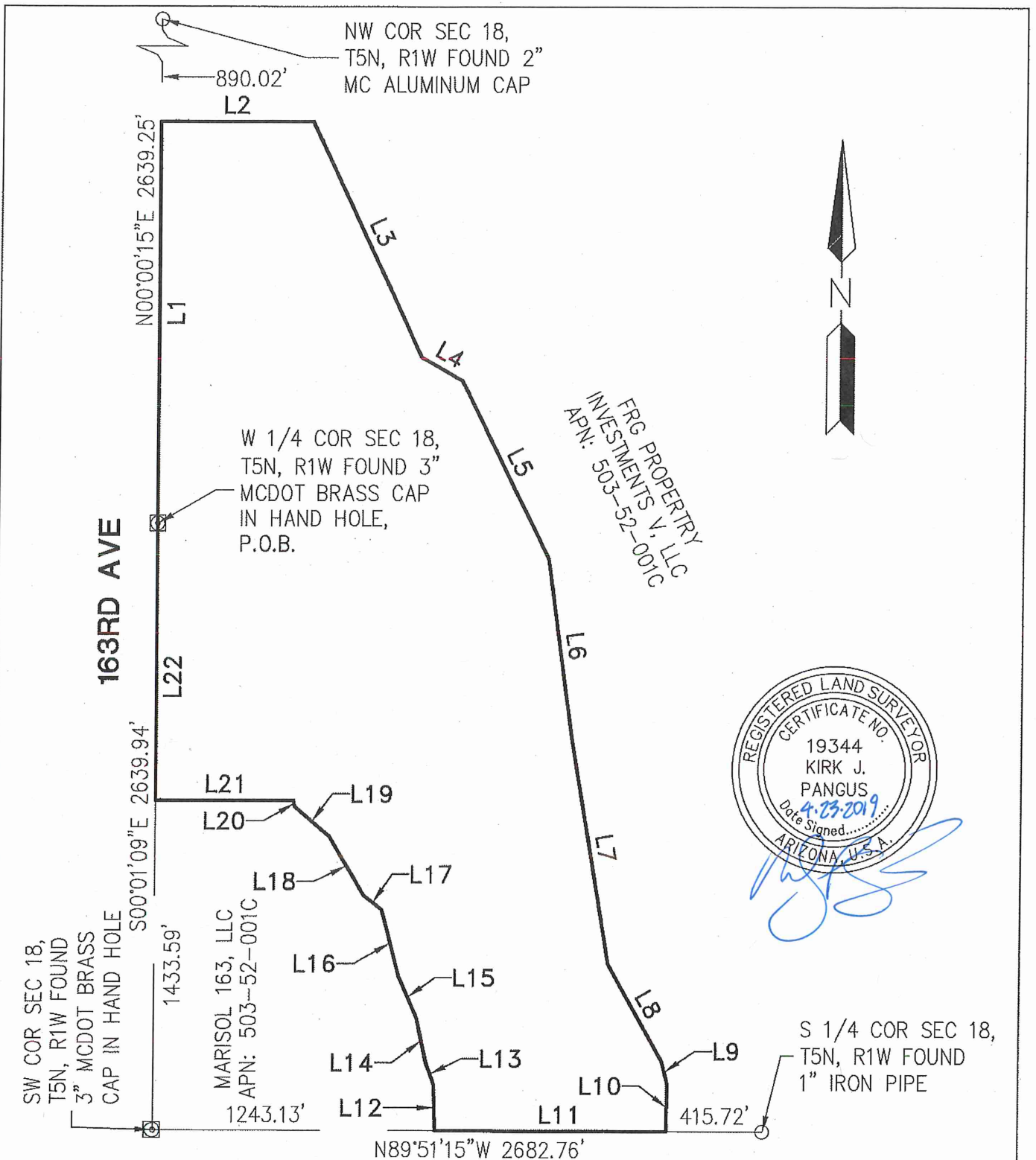
Thence North 00°01'09" West, 1206.35 feet along said west line, to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 5,626,698 sq. ft. (129.1712 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019





P.O.B. - POINT OF BEGINNING

PAGE 3 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-001D BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N00°00'15"E	1749.23'
L2	S89°59'50"E	672.68'
L3	S25°17'20"E	1135.04'
L4	S60°30'23"E	205.96'
L5	S26°34'29"E	866.46'
L6	S07°59'37"E	786.62'
L7	S09°35'31"E	999.13'
L8	S29°55'18"E	485.87'
L9	S14°53'59"E	99.78'
L10	S00°08'50"W	210.65'
L11	N89°51'15"W	1023.92'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L12	N01°54'26"W	199.97'
L13	N19°57'17"W	100.00'
L14	N11°52'49"W	200.00'
L15	N24°20'08"W	200.00'
L16	N14°51'18"W	300.00'
L17	N51°53'29"W	100.00'
L18	N31°01'27"W	300.00'
L19	N49°19'12"W	200.00'
L20	N10°33'43"W	26.65'
L21	S89°57'51"W	612.46'
L22	N00°01'09"W	1206.35'



PAGE 4 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-001D BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: NONE		
DRAWN BY: GS		
CHECKED BY: KJP		

Marisol 163, LLC (APN's 503-52-001C & 001D)

MARISOL RANCH MARISOL 163 LLC BOUNDARY LEGAL DESCRIPTION

That parcels of land being within the property as described in the Special Warranty Deed as recorded in Document No. 2013-1006862 & 2013-100693, Maricopa County Records, Arizona, lying within the West Half of Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Southwest corner of said Section 18 from which a found 1 inch iron pipe accepted as the South Quarter corner 18 thereof bears South 89°51'15" East, 2682.76 feet;

Thence North 00°01'09" West, 2639.94 feet along the west line of the Southwest Quarter of said Section 18;

Thence leaving said west line, North 00°00'15" East, 1749.23 feet along the west line of the Northwest Quarter of said Section 18;

Thence leaving said west line, South 89°59'50" East, 672.68 feet along the west line of the property described in Special Warranty Deed recorded in Document No. 2013-1006931, Maricopa County Records;

Thence along said West line the following 8 courses:

Thence South 25°17'20" East, 1135.04 feet;

Thence South 60°30'23" East, 205.96 feet;

Thence South 26°34'29" East, 866.46 feet;

Thence South 07°59'37" East, 786.62 feet;

Thence South 09°35'31" East, 999.13 feet;

Thence South 29°55'18" East, 485.87 feet;

Thence South 14°53'59" East, 99.78 feet;

Thence South 00°08'50" West, 210.65 feet to the south line of the Southeast Quarter of said Section 18;

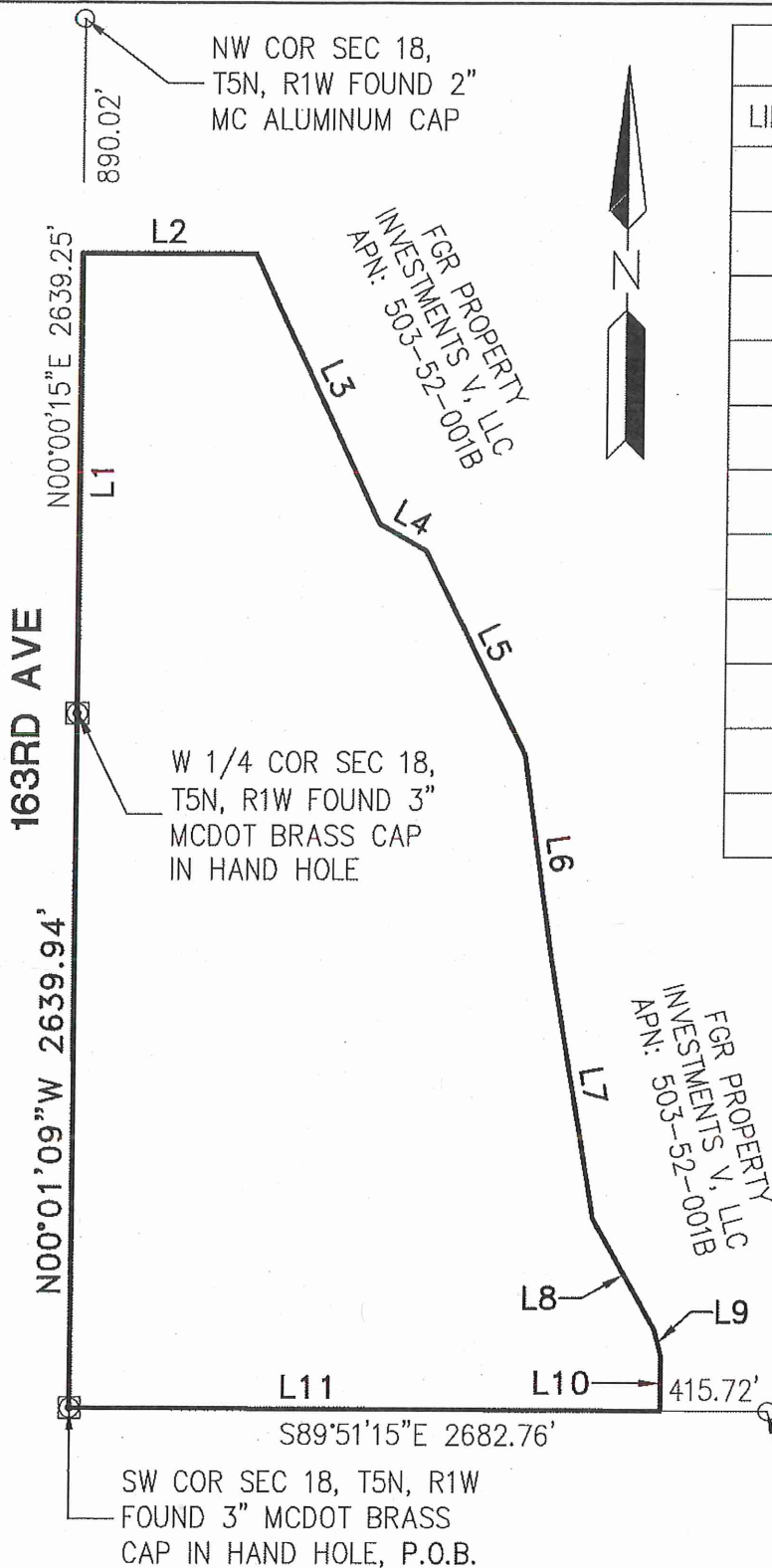
Thence leaving said west line, North 89°51'15" West, 2267.04 feet along said south line, to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 7,107,655 sq. ft. (163.1693 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019





LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N00°00'15"E	1749.23'
L2	S89°59'50"E	672.68'
L3	S25°17'20"E	1135.04'
L4	S60°30'23"E	205.96'
L5	S26°34'29"E	866.46'
L6	S07°59'37"E	786.62'
L7	S09°35'31"E	999.13'
L8	S29°55'18"E	485.87'
L9	S14°53'59"E	99.78'
L10	S00°08'50"W	210.65'
L11	N89°51'15"W	2267.04'



P.O.B. - POINT OF BEGINNING

PAGE 3 OF 3

PROJ.NO.: 1766	MARISOL RANCH MARISOL 163, LLC BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: KJP		

APN 503-52-001B (FGR Property Investments V, LLC)

MARISOL RANCH APN: 503-52-001B BOUNDARY LEGAL DESCRIPTION

That parcel of land being the property as described in the Special Warranty Deed as recorded in Document No. 1991-1006827, Maricopa County Records, Arizona, lying within the West Half of Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a 2-1/2 inch United States General Land Office Survey brass cap accepted as the North Quarter of said Section 18 from which a found 2 inch Maricopa County Aluminum cap accepted as the Northwest corner thereof bears North 89°56'07" West, 2684.77 feet;

Thence South 00°00'52" West, 5282.99 feet along the North-South Mid-Section line of said Section 18 to a found 1-inch Iron Pipe accepted as the South Quarter corner thereof;

Thence North 89°51'15" West, 415.72 feet along the south line of the Southwest Quarter of said Section 18;

Thence leaving said south line, North 00°08'50" East, 210.65 feet along the east line of the property described in Special Warranty Deed recorded in Document No. 2013-1006931, Maricopa County Records;

Thence along said east line the following 8 courses:

Thence North 14°53'59" West, 99.78 feet;

Thence North 29°55'18" West, 485.87 feet;

Thence North 09°35'31" West, 999.13 feet;

Thence North 07°59'37" West, 786.62 feet;

Thence North 26°34'29" West, 866.46 feet;

Thence North 60°30'23" West, 205.96 feet;

Thence North 25°17'20" West, 1135.04 feet;

Thence North 89°59'50" West, 672.68 feet to the west line of the Northwest Quarter of said Section 18;

Thence leaving said east line, North 00°00'15" East, 890.02 feet along said west line;

Thence leaving said west line, South 89°56'07" East, 2684.77 feet along the north line of the Northwest Quarter of said Section 18, to the **POINT OF BEGINNING**.

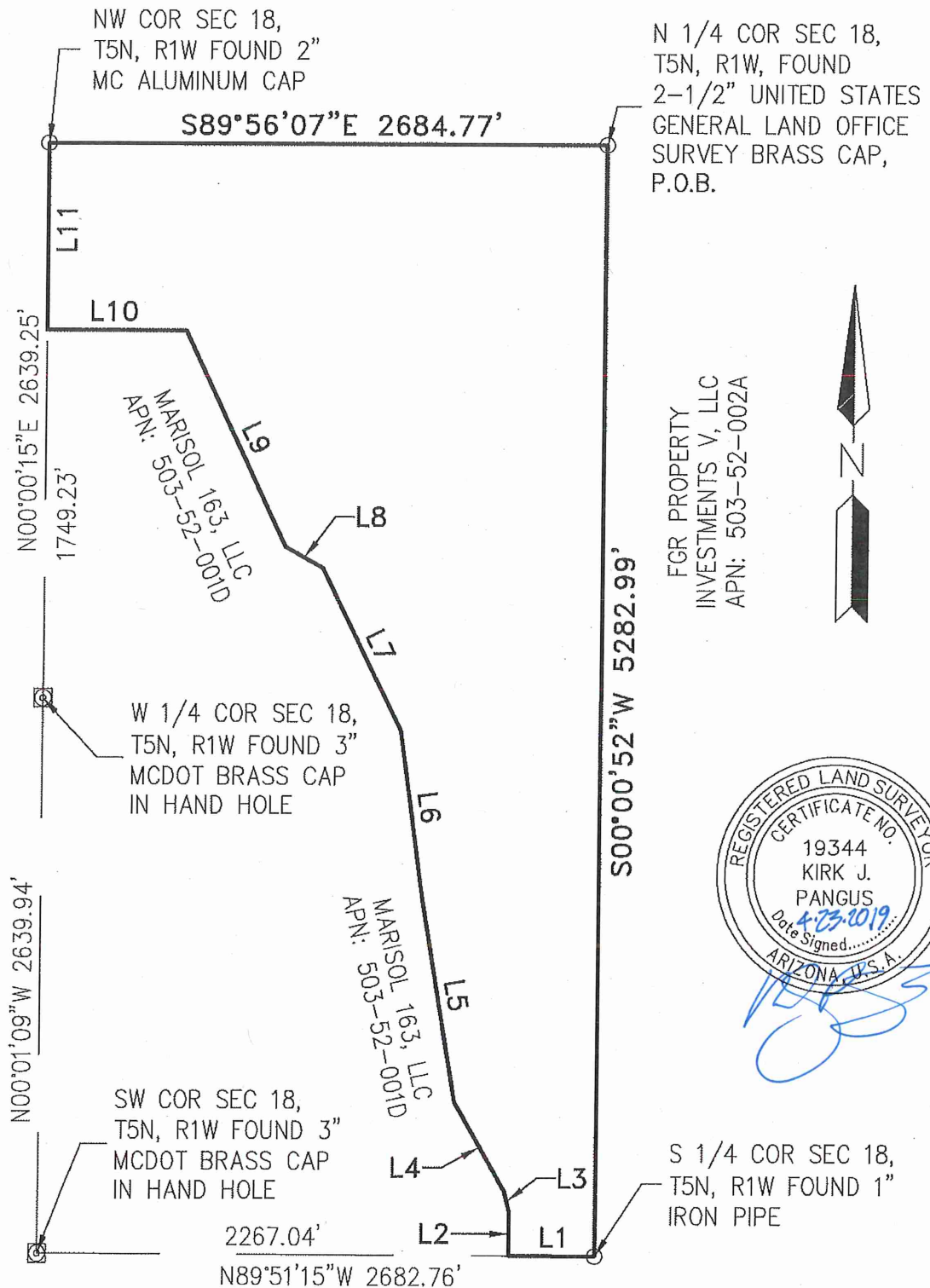
The above described parcel contains a computed area of 7,066,959 sq. ft. (162.235 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019



163RD AVE



P.O.B. - POINT OF BEGINNING

PAGE 3 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-001B BOUNDARY MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: N.T.S.		
DRAWN BY: GS	EXHIBIT	
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°51'15"W	415.72'
L2	N00°08'50"E	210.65'
L3	N14°53'59"W	99.78'
L4	N29°55'18"W	485.87'
L5	N09°35'31"W	999.13'
L6	N07°59'37"W	786.62'
L7	N26°34'29"W	866.46'
L8	N60°30'23"W	205.96'
L9	N25°17'20"W	1135.04'
L10	N89°59'50"W	672.68'
L11	N00°00'15"E	890.02'



PAGE 4 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-001B BOUNDARY MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: NONE		
DRAWN BY: GS	EXHIBIT	
CHECKED BY: KJP		

APN 503-52-002A (FGR Property Investments V, LLC)

MARISOL RANCH APN: 503-52-002A BOUNDARY LEGAL DESCRIPTION

That parcel of land being the property as described in the Special Warranty Deed as recorded in Document No. 1999-1006827, Maricopa County Records, Arizona, lying within the East Half of Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 2-1/2 inch United States General Land Office Survey brass cap accepted as the East Quarter corner of said Section 18 from which a found 3 inch United States General Land Office Survey Brass Cap in hand hole accepted as the Southeast corner thereof bears South 00°00'48" West, 2641.61 feet;

Thence South 00°00'48" West, 1441.61 feet along the east line of the Southeast Quarter of said Section 18;

Thence leaving said east line, North 89°53'28" West, 225.00 feet along the north line of the Warranty Deed described in Docket 12027, Page 758, Maricopa County Records;

Thence along said Warranty Deed the following 3 courses:

Thence South 00°00'48" West, 900.00 feet;

Thence North 89°53'28" West, 775.00 feet;

Thence South 00°00'48" West, 300.00 feet to the south line of the Southeast Quarter of said Section 18;

Thence leaving said Warranty Deed, North 89°53'28" West, 1640.49 feet along said south line;

Thence leaving said south line, North 00°00'52" East, 5282.99 feet along the west line of the East Half of said Section 18;

Thence leaving said west line, South 89°51'50" East, 2639.48 feet along the north line of the Northeast Quarter of said Section 18;

Thence leaving said north line, South 00°00'24" East, 2640.13 feet along the east line of the Northeast Quarter of said Section 18, to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 13,444,049 sq. ft. (308.6329 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

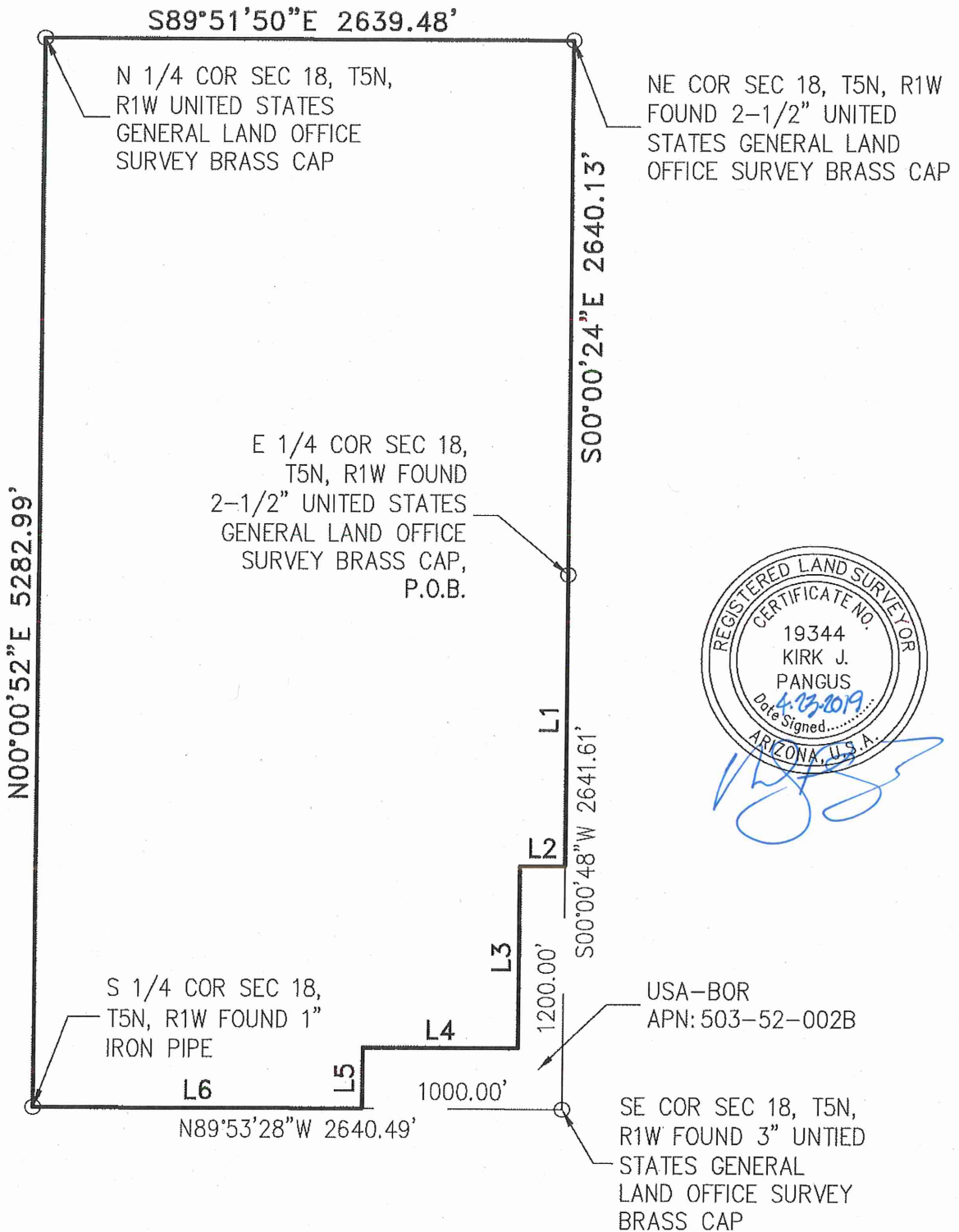
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019





FGR PROPERTY
INVESTMENTS V, LLC
APN: 503-52-001B

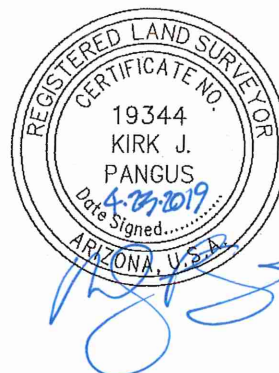


P.O.B. - POINT OF BEGINNING

PAGE 3 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-002A BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°00'48"W	1441.61'
L2	N89°53'28"W	225.00'
L3	S00°00'48"W	900.00'
L4	N89°53'28"W	775.00'
L5	S00°00'48"W	300.00'
L6	N89°53'28"W	1640.49'



PAGE 4 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN: 503-52-002A BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: NONE		
DRAWN BY: GS		
CHECKED BY: KJP		

FGR Property Investments V, LLC (APN's 503-52-001B & 002A)

MARISOL RANCH FGR PROPERTY BOUNDARY LEGAL DESCRIPTION

That parcels of land being the property as described in the Special Warranty Deeds as recorded in Document No. 1991-1006827 & 1999-1006827, Maricopa County Records, Arizona, lying within Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a 2 inch Maricopa County Aluminum cap accepted as the Northwest corner of said Section 18 from which a found 3 inch Maricopa County Department of Transportation Brass cap in hand hole accepted as the West Quarter corner thereof bears South 00°00'15" West, 2639.25 feet;

Thence South 89°56'07" East, 2684.77 feet along the north line of the Northwest Quarter of said Section 18;

Thence leaving said north line of Northwest Quarter, South 89°51'50" East, 2639.48 feet along the north line of the Northeast Quarter of said Section 18;

Thence leaving said north line, South 00°00'24" East, 2640.13 feet along the east line of the Northeast Quarter of said Section 18;

Thence leaving said east line of Northeast Quarter, South 00°00'48" West, 1441.61 feet along the east line of the Southeast Quarter of said Section 18;

Thence leaving said east line, North 89°53'28" West, 225.00 feet along the north line of the Warranty Deed Recorded in Docket 12027, Page 758, Maricopa County Records;

Thence continuing along said Warranty Deed the following 3 courses:

Thence South 00°00'48" West, 900.00 feet;

Thence North 89°53'28" West, 775.00 feet;

Thence South 00°00'48" West, 300.00 feet to the south line of the Southeast Quarter of said Section 18;

Thence leaving said Warranty Deed, North 89°53'28" West, 1640.49 feet along said south line;

Thence leaving said south line of the Southeast Quarter, North 89°51'15" West, 415.72 feet along the south line of the Southwest Quarter;

Thence leaving said south line, North 00°08'50" East, 210.65 feet along the East line of the property described in Special Warranty Deed recorded in Document No. 2013-10006931, Maricopa County Records;

Thence along said east line the following 8 courses:

Thence North 14°53'59" West, 99.78 feet;

Thence North 29°55'18" West, 485.87 feet;

Thence North 09°35'31" West, 999.13 feet;

Thence North 07°59'37" West, 786.62 feet;

Thence North 26°34'29" West, 866.46 feet;

Thence North 60°30'23" West, 205.96 feet;

Thence North 25°17'20" West, 1135.04 feet;

Thence North 89°59'50" West, 672.68 feet to the west line of the Northwest Quarter of said Section 18;

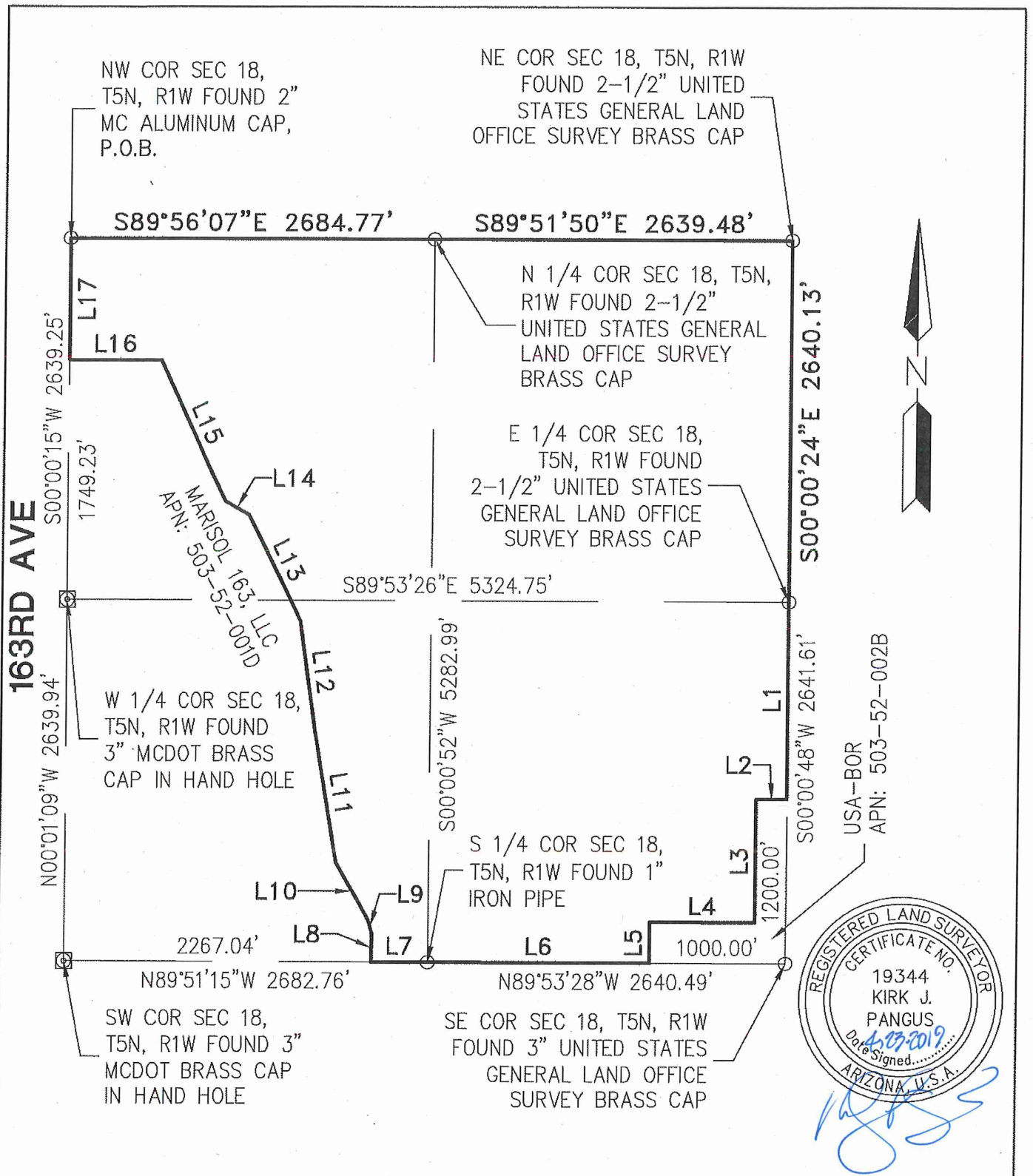
Thence leaving said east line, North 00°00'15" East, 890.02 feet along the west line, to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 20,511,007 sq. ft. (470.8679 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019





P.O.B. - POINT OF BEGINNING

PAGE 3 OF 4

PROJ.NO.: 1766	MARISOL RANCH FRG PROPERTY BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°00'48"W	1441.61'
L2	N89°53'28"W	225.00'
L3	S00°00'48"W	900.00'
L4	N89°53'28"W	775.00'
L5	S00°00'48"W	300.00'
L6	N89°53'28"W	1640.49'
L7	N89°51'15"W	415.72'
L8	N00°08'50"E	210.65'
L9	N14°53'59"W	99.78'
L10	N29°55'18"W	485.87'
L11	N09°35'31"W	999.13'
L12	N07°59'37"W	786.62'
L13	N26°34'29"W	866.46'
L14	N60°30'23"W	205.96'
L15	N25°17'20"W	1135.04'
L16	N89°59'50"W	672.68'
L17	N00°00'15"E	890.02'



PAGE 4 OF 4

PROJ.NO.: 1766	MARISOL RANCH FRG PROPERTY BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: NONE		
DRAWN BY: GS		
CHECKED BY: KJP		

**LONE MOUNTAIN RANCH
A.S.L.D. PROPERTY #1
LEGAL DESCRIPTION**

That portion of land being situated within the South half of Section 19, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the West quarter corner of said Section 19 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole, accepted as the Northwest corner thereof bears North 00°01'46" West, 2636.06 feet;

Thence South 00°01'48" East, 765.55 feet along the west line of the Southwest quarter of said Section 19 to the **POINT OF BEGINNING**;

Thence leaving said west line, North 85°25'58" East, 686.69 feet;

Thence South 04°34'02" East, 50.00 feet;

Thence North 85°25'58" East, 100.00 feet;

Thence North 04°34'02" West, 50.00 feet;

Thence North 85°25'58" East, 1808.30 feet;

Thence South 32°02'49" East, 125.59 feet;

Thence North 57°57'11" East, 200.00 feet;

Thence North 32°02'49" West, 100.00 feet;

Thence North 57°57'11" East, 559.95 feet;

Thence South 32°02'49" East, 50.00 feet;

Thence North 57°57'11" East, 100.00 feet;

Thence North 32°02'49" West, 50.00 feet;

Thence North 57°57'11" East, 214.27 feet;

Thence South 89°49'37" East, 1813.71 feet along the east-west mid-section line of said Section 19 to the East quarter corner thereof;

Thence South 00°03'18" East, 2639.95 feet along the east line of the Southeast quarter of said Section 19 to the Southeast corner thereof;

Thence North 89°56'07" West, 2639.74 feet along the south line of said Southeast quarter to the South quarter corner thereof;

Thence North 89°47'09" West, 2686.38 feet along the south line of the Southwest quarter of said Section 19 to the Southwest corner thereof;

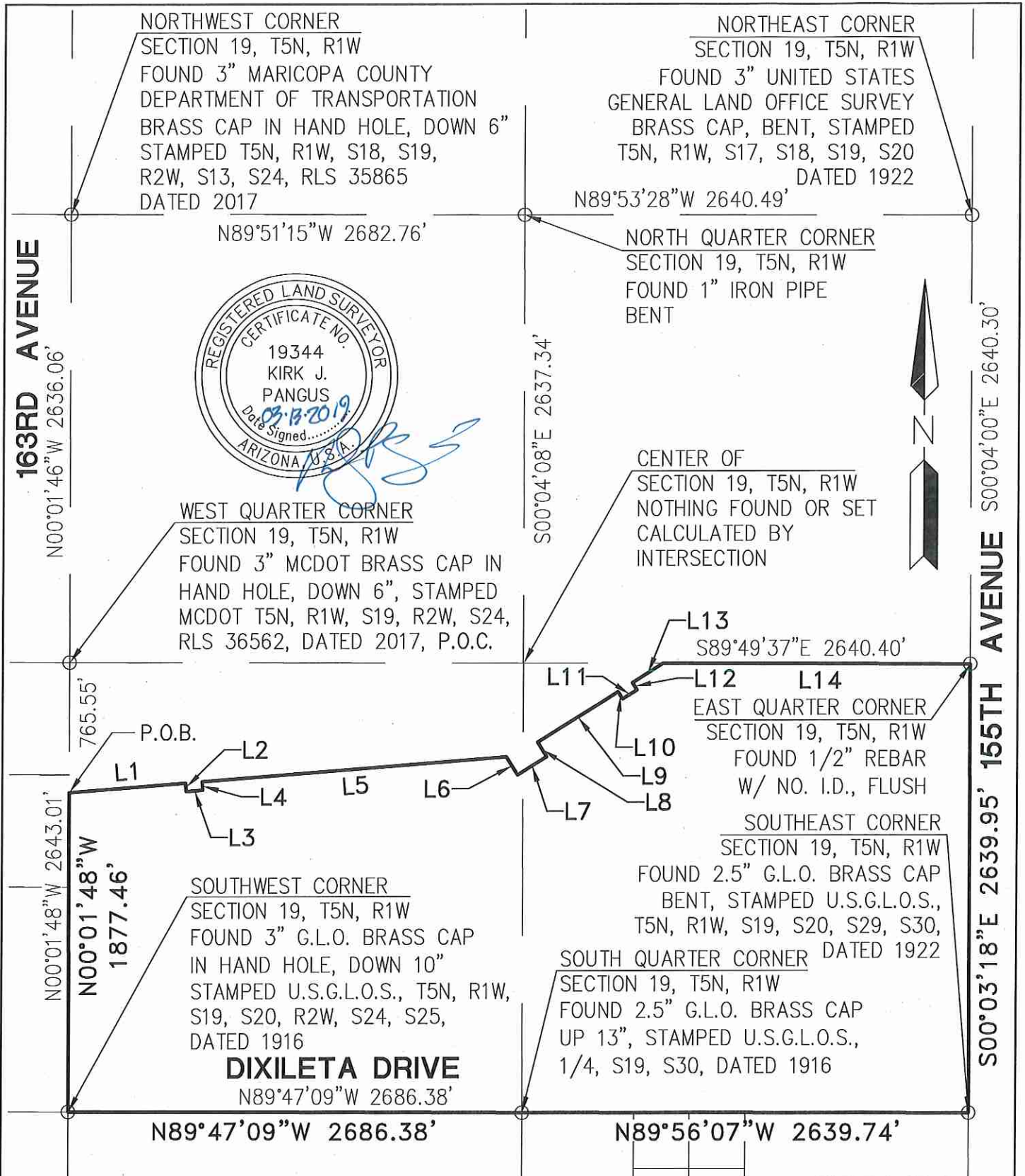
Thence North 00°01'48" West, 1877.46 feet along the west line of said Southwest quarter to the **POINT OF BEGINNING**.

Said portion of land containing 12,075,026 sq.ft., or 277.2045 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1766
Date: March 2019





SHEET 1 OF 2

PROJ.NO.: 1766	LONE MOUNTAIN RANCH A.S.L.D. PROPERTY #1 MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR. 2019		
SCALE: N.T.S.		
DRAWN BY: JDL		
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N85°25'58"E	686.69'
L2	S04°34'02"E	50.00'
L3	N85°25'58"E	100.00'
L4	N04°34'02"W	50.00'
L5	N85°25'58"E	1808.30'
L6	S32°02'49"E	125.59'
L7	N57°57'11"E	200.00'
L8	N32°02'49"W	100.00'
L9	N57°57'11"E	559.95'
L10	S32°02'49"E	50.00'
L11	N57°57'11"E	100.00'
L12	N32°02'49"W	50.00'
L13	N57°57'11"E	214.27'
L14	S89°49'37"E	1813.71'



SHEET 2 OF 2

PROJ.NO.: 1766	LONE MOUNTAIN RANCH A.S.L.D. PROPERTY #1 MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR. 2019		
SCALE: NONE		
DRAWN BY: JDL		
CHECKED BY: KJP		

**LONE MOUNTAIN RANCH
B.O.R. PROPERTY
LEGAL DESCRIPTION**

That portion of land being situated within Section 19, Township 5 North, Range 1 West and the Southeast quarter of Section 24, Township 5 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the West quarter corner of said Section 19 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole, accepted as the Northwest corner thereof bears North 00°01'46" West, 2636.06 feet;

Thence North 00°01'46" West, 807.81 feet along the west line of the Northwest quarter of said Section 19;

Thence leaving said west line, North 72°26'27" East, 1715.51 feet;

Thence North 60°56'47" East, 869.45 feet;

Thence North 79°22'55" East, 292.19 feet;

Thence South 00°04'08" East, 1809.55 feet along the north-south mid-section line of said Section 19 to the Center of said Section 19;

Thence South 89°49'37" East, 826.69 feet along the east-west mid-section line of said Section 19;

Thence leaving said east-west mid-section line, South 57°57'11" West, 214.27 feet;

Thence South 32°02'49" East, 50.00 feet;

Thence South 57°57'11" West, 100.00 feet;

Thence North 32°02'49" West, 50.00 feet;

Thence South 57°57'11" West, 559.95 feet;

Thence South 32°02'49" East, 100.00 feet;

Thence South 57°57'11" West, 200.00 feet;

Thence North 32°02'49" West, 125.59 feet;

Thence South 85°25'58" West, 1808.30 feet;

Thence South 04°34'02" East, 50.00 feet;

Thence South 85°25'58" West, 100.00 feet;

Thence North 04°34'02" West, 50.00 feet;

Thence South 85°25'58" West, 741.86 feet along the northerly line and the easterly prolongation thereof, of the property as described in the Warranty Deed as recorded in Document No. 1995-0433967, Maricopa County Records, Arizona;

Thence leaving said northerly line, North 00°01'48" West, 109.44 feet along a line that is parallel with and 55.00 feet west of the west line of the Southwest quarter of said Section 19;

Thence leaving said parallel line, North 89°44'49" West, 2587.17 feet along the south line of the north half of the north half of the Southeast quarter of said Section 24;

Thence leaving said south line, North 00°00'32" East, 660.97 feet along the west line of said Southeast quarter to the Center of said Section 24;

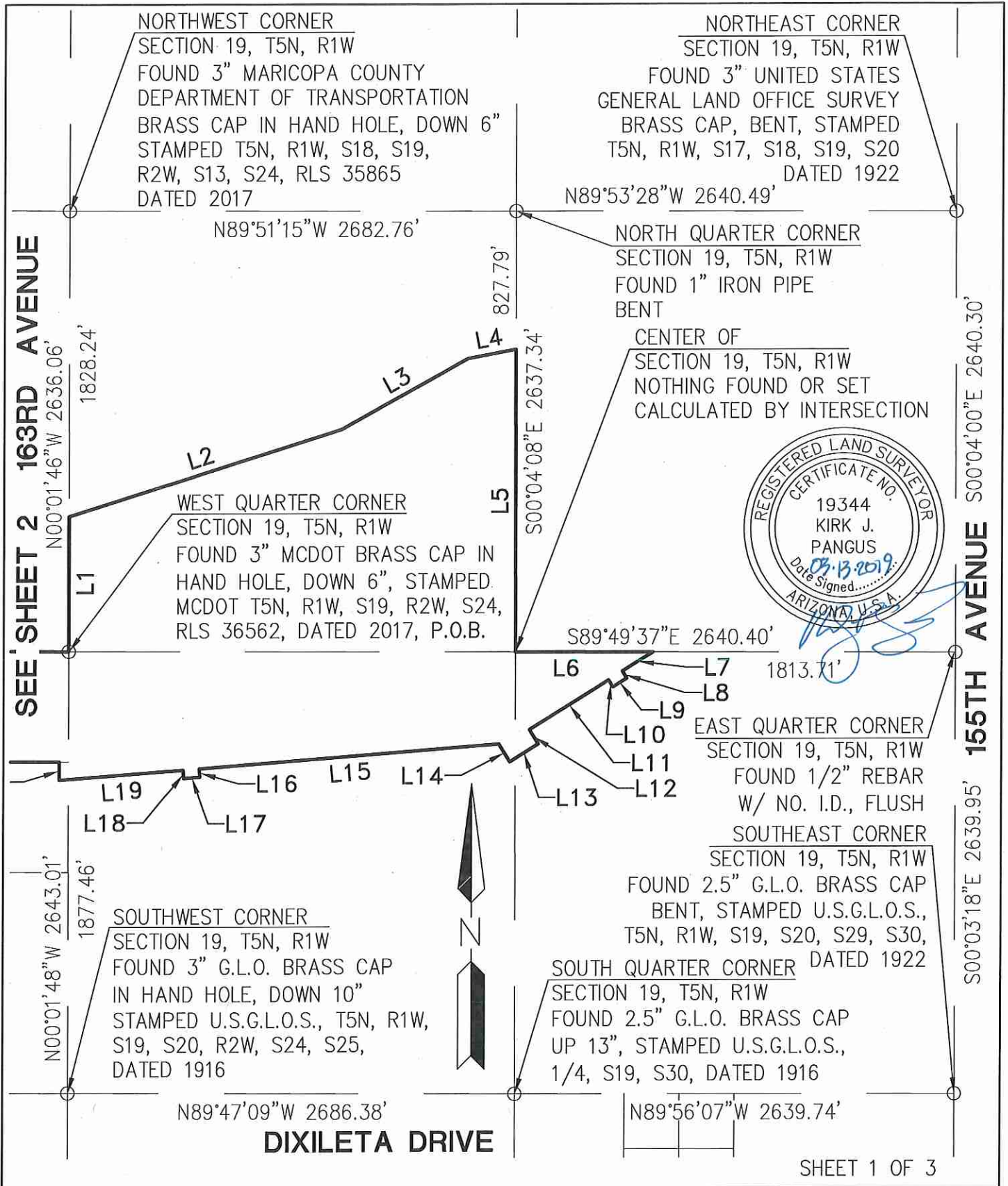
Thence South 89°44'32" East, 2641.72 feet along the north line of said Southeast quarter to the **POINT OF BEGINNING**.

Said portion of land containing 7,187,863 sq.ft., or 165.0106 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1766
Date: March 2019





PROJ.NO.: 1766	LONE MOUNTAIN RANCH B.O.R. PROPERTY MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR. 2019		
SCALE: N.T.S.		
DRAWN BY: JDL	EXHIBIT	
CHECKED BY: KJP		



CENTER OF
SECTION 24, T5N, R2W
L23

163RD AVENUE

NORTHWEST CORNER
SECTION 19, T5N, R1W
FOUND 3" MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HAND HOLE, DOWN
STAMPED T5N, R1W, S18, S19,
R2W, S13, S24, RLS 35865
DATED 2017

N89°51'15"W 2682.76'

N00°01'46"W 2636.06'

1828.24'

WEST QUARTER CORNER
SECTION 19, T5N, R1W
FOUND 3" MCDOT BRASS CAP IN
HAND HOLE, DOWN 6", STAMPED
MCDOT T5N, R1W, S19, R2W, S24;
RLS 36562, DATED 2017, P.O.B.

SEE SHEET 1

NORTHERLY
LINE 1995-
0433967,
M.C.R.

N00°01'48"W 2643.01'

1877.46'

SOUTHWEST CORNER
SECTION 19, T5N, R1W
FOUND 3" G.L.O. BRASS CAP
IN HAND HOLE, DOWN 10"
STAMPED U.S.G.L.O.S., T5N, R1W,
S19, S20, R2W, S24, S25,
DATED 1916

N89°47'09"W 2686.38'

DIXILETA DRIVE
SHEET 2 OF 3



PROJ.NO.: 1766
DATE: MAR. 2019
SCALE: N.T.S.
DRAWN BY: JDL
CHECKED BY: KJP

LONE MOUNTAIN RANCH
B.O.R. PROPERTY
MARICOPA COUNTY, ARIZONA
EXHIBIT


HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	N00°01'46"W	807.81'	L21	N89°44'49"W	2587.17'
L2	N72°26'27"E	1715.51'	L22	N00°00'32"E	660.97'
L3	N60°56'47"E	869.45'	L23	S89°44'32"E	2641.72'
L4	N79°22'55"E	292.19'			
L5	S00°04'08"E	1809.55'			
L6	S89°49'37"E	826.69'			
L7	S57°57'11"W	214.27'			
L8	S32°02'49"E	50.00'			
L9	S57°57'11"W	100.00'			
L10	N32°02'49"W	50.00'			
L11	S57°57'11"W	559.95'			
L12	S32°02'49"E	100.00'			
L13	S57°57'11"W	200.00'			
L14	N32°02'49"W	125.59'			
L15	S85°25'58"W	1808.30'			
L16	S04°34'02"E	50.00'			
L17	S85°25'58"W	100.00'			
L18	N04°34'02"W	50.00'			
L19	S85°25'58"W	741.86'			
L20	N00°01'48"W	109.44'			



SHEET 3 OF 3

PROJ.NO.: 1766	LONE MOUNTAIN RANCH B.O.R. PROPERTY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR. 2019		
SCALE: NONE		
DRAWN BY: JDL		
CHECKED BY: KJP		

**LONE MOUNTAIN RANCH
A.S.L.D. PROPERTY #2
LEGAL DESCRIPTION**

That portion of land being situated within the Northwest quarter of Section 19, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Northwest corner of said Section 19 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole, accepted as the West Quarter corner thereof bears South 00°01'46" East, 2636.06 feet;

Thence South 89°51'15" East, 2682.76 feet along the north line of said Northwest quarter to the North quarter corner thereof;

Thence South 00°04'08" East, 827.79 feet along the north-south mid-section line of said Section 19;

Thence leaving said north-south mid-section line, South 79°22'55" West, 292.19 feet;

Thence South 60°56'47" West, 869.45 feet;

Thence South 72°26'27" West, 1715.51 feet;

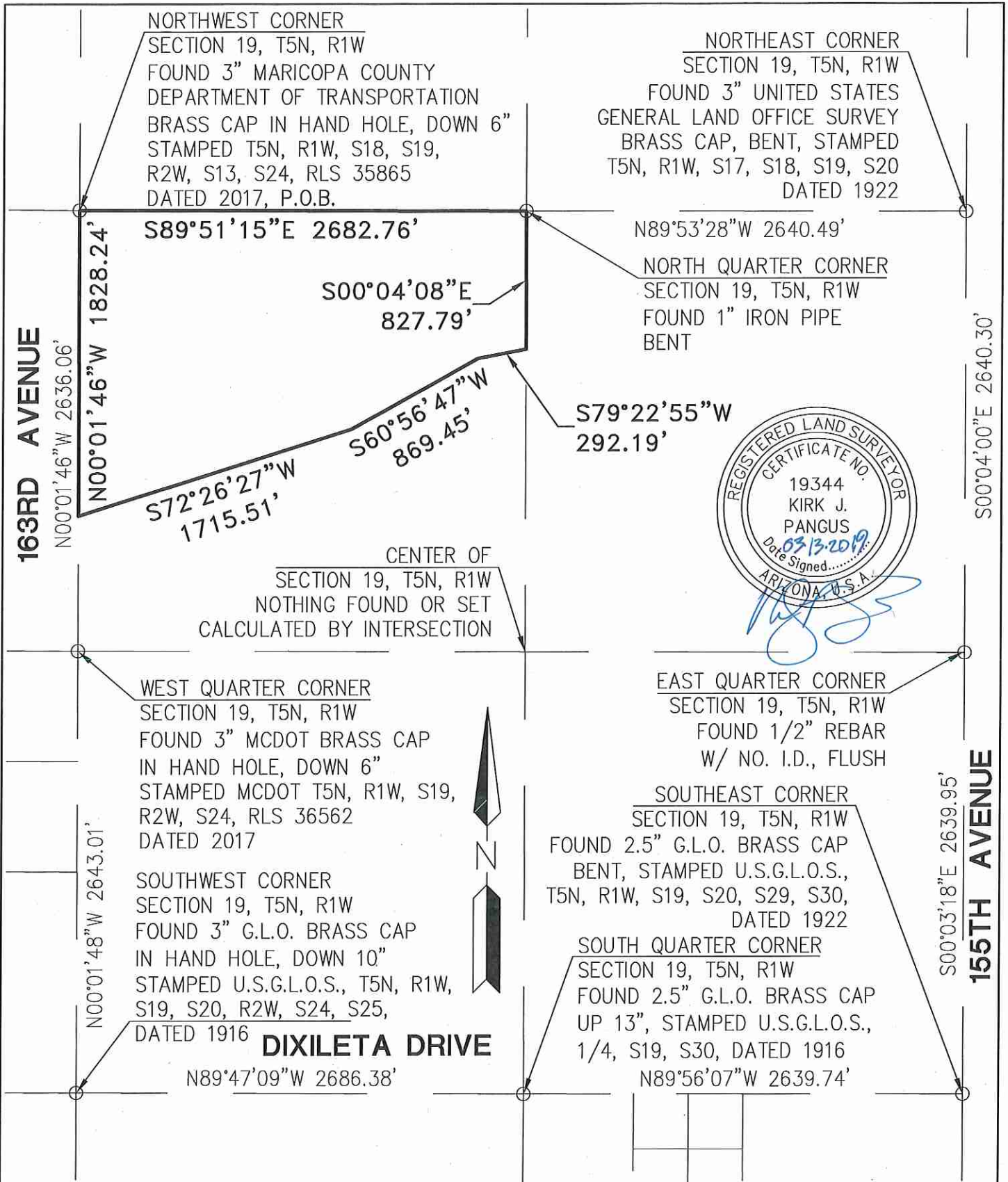
Thence North 00°01'46" West, 1828.24 feet along the west line of said Northwest quarter, to the **POINT OF BEGINNING**.

Said portion of land containing 3,641,414 sq.ft., or 83.5954 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1766
Date: March 2019





PROJ.NO.: 1766	LONE MOUNTAIN RANCH A.S.L.D. PROPERTY #2 MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR. 2019		
SCALE: N.T.S.		
DRAWN BY: JDL		
CHECKED BY: KJP		



City Council
April 16, 2019



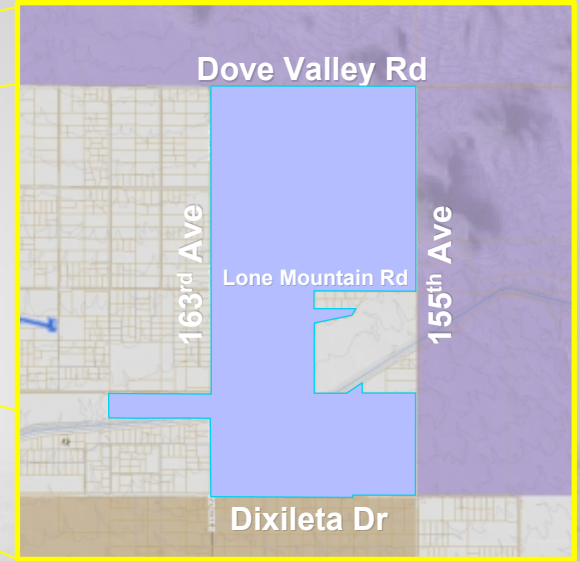
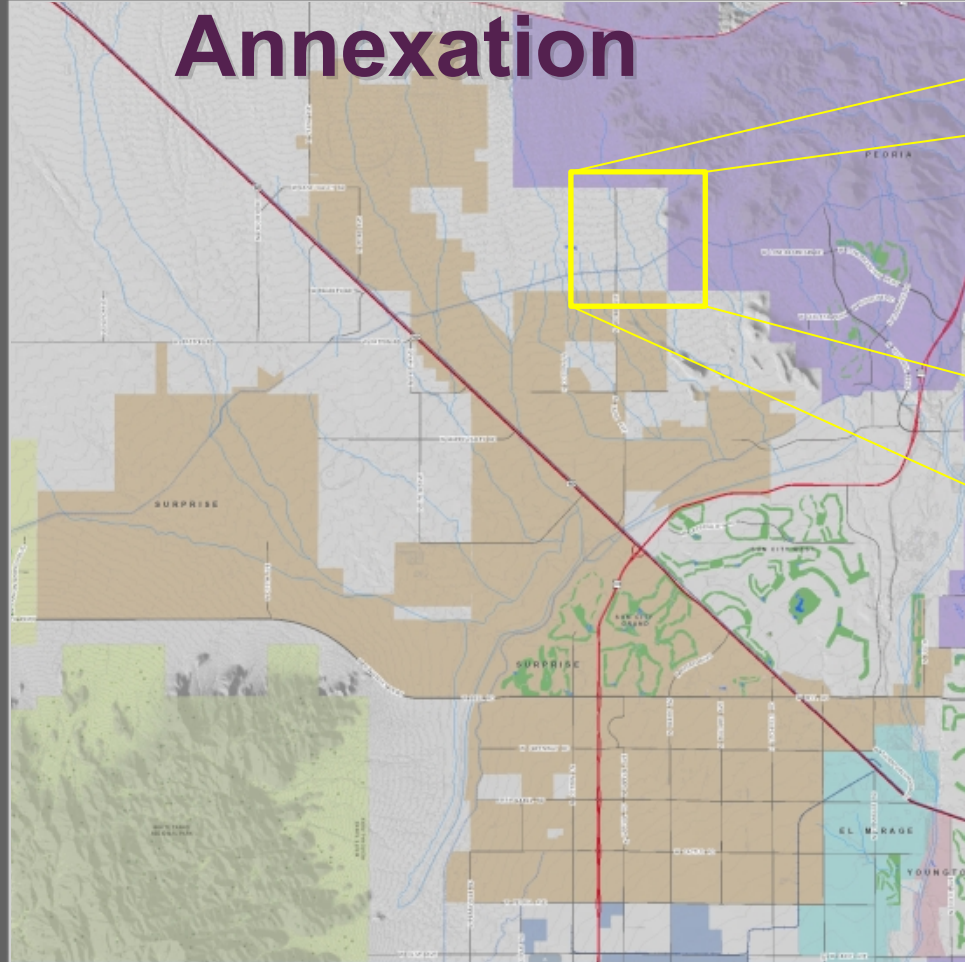
FS18-417

Pre-Annexation Development Agreements

Marisol Ranch

Arizona State Lands Department (ASLD)

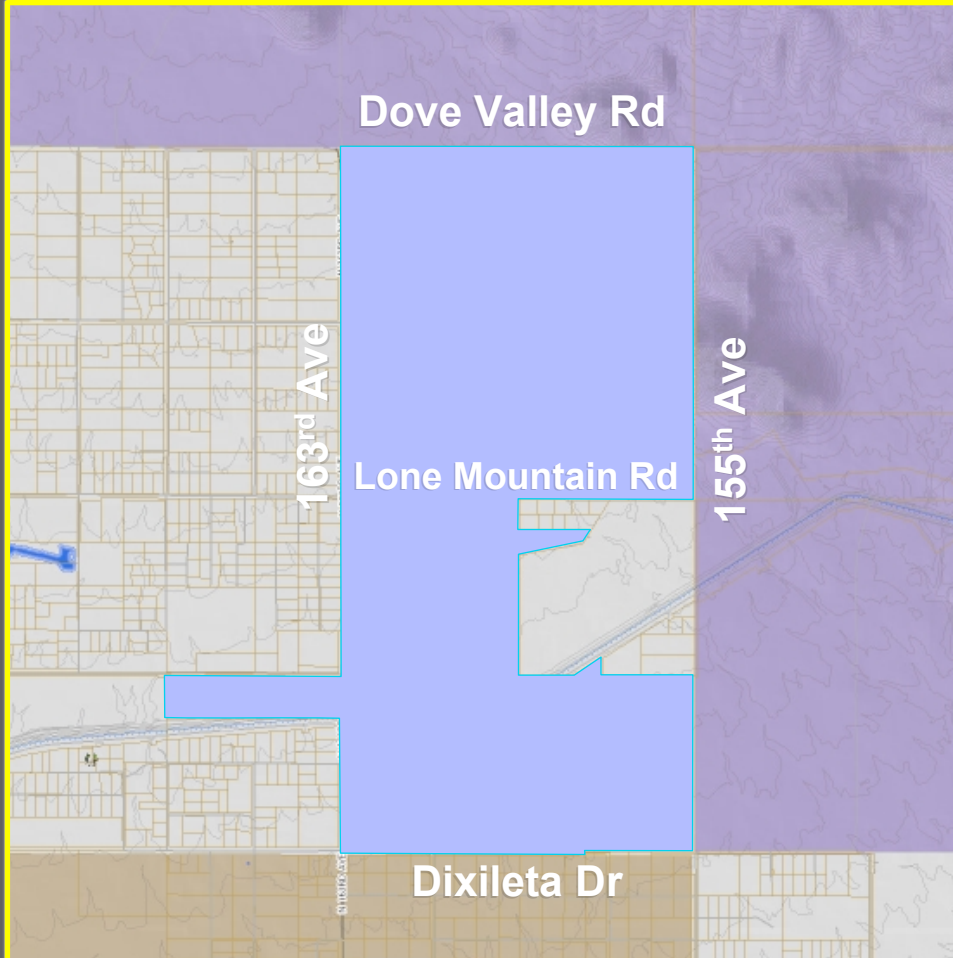
Annexation



- Existing Maricopa County Limits
- Existing Surprise Incorporated Limits
- Existing Peoria Incorporated Limits
- Marisol Ranch Annexation Boundary

FS18-149

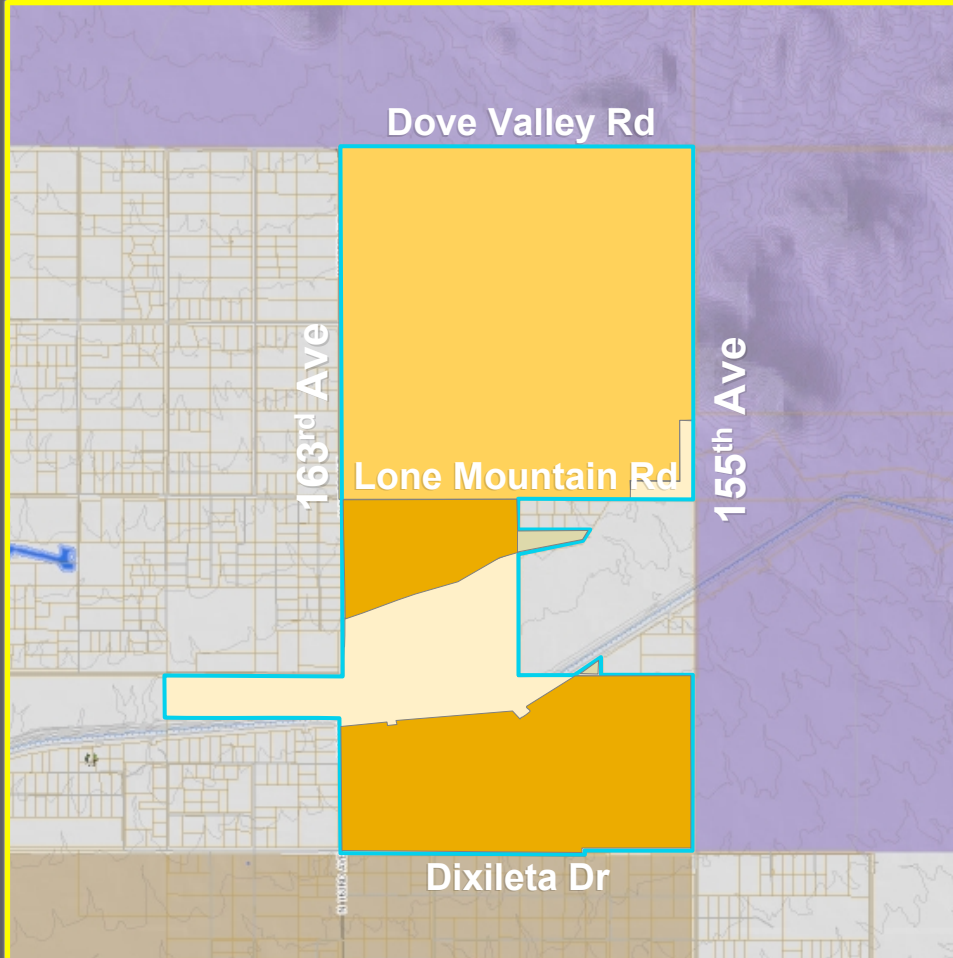
Annexation



-  Existing Maricopa County Limits
-  Existing Surprise Incorporated Limits
-  Existing Peoria Incorporated Limits
-  Marisol Ranch Annexation Boundary

FS18-149

Annexation



- Existing Maricopa County Limits
- Existing Surprise Incorporated Limits
- Existing Peoria Incorporated Limits
- Marisol Ranch Annexation Boundary
- Marisol Ranch Development Agreement
- ASLD Development Agreement
- Federal BOR Land
- Private Land

FS18-149

Next Steps

Resolution for the Intent to Annex - Completed

- City Council – December 4, 2018
- Reach out to County Assessor and Dept of Revenue

File Blank Petition:

- Begins 30-day waiting period;

Public Hearing:

- City council has public hearing to discuss the annexation proposal
- Date TBD

Obtain signatures on annexation petitions

- Petition complete
- City Council adopts annexation ordinance

Concurrent Cases

Planning and Zoning Commission and City Council

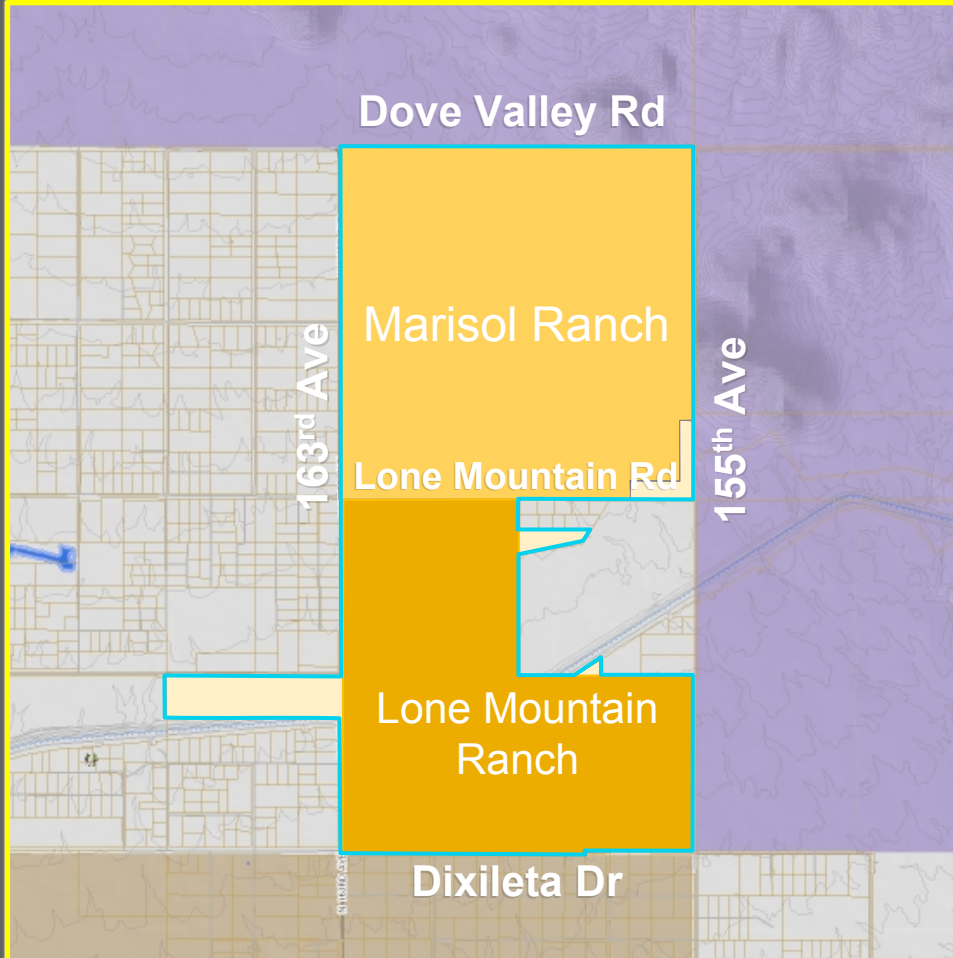
➤ **FS18-455 Marisol Ranch Rezoning:**

- ✓ Rezoning to remove waste water treatment facility
- ✓ Request an additional 388 dwelling units
- ✓ Amend the development parcels (quantity and layout)

➤ **FS18-459 Lone Mountain Ranch Rezoning:**

- ✓ Rezone from RR to Surprise PAD (including RR, RM, RH, and CC)

Concurrent Cases



-  Existing Maricopa County Limits
-  Existing Surprise Incorporated Limits
-  Existing Peoria Incorporated Limits
-  Marisol Ranch Annexation Boundary
-  Surprise Marisol Ranch Rezoning
 - RL and RM
 - OS
 - CN
-  Surprise Lone Mountain Ranch Rezoning



QUESTIONS OR COMMENTS?

Thank You

RESOLUTION # 2019-43

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A PRE- ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE STATE OF ARIZONA, BY AND THROUGH THE STATE LAND COMMISSIONER AND THE ARIZONA STATE LAND DEPARTMENT, PERTAINING TO PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF 163RD AVENUE AND LONE MOUNTAIN ROAD AND NORTH OF DIXILETA ROAD.

WHEREAS, the City is authorized to annex unincorporated property pursuant to Arizona Revised Statutes § 9-471;

WHEREAS, the City is also authorized to enter into development agreements, pursuant to Arizona Revised Statutes § 9-500.05, for development of property setting forth, among other things, conditions, terms, restrictions, and requirements for annexation;

WHEREAS, the State of Arizona owns approximately 360 acres of land held in Trust and administered by the State Land Commissioner and the Arizona State Land Department (collectively, "ASLD") in unincorporated Maricopa County, Arizona generally located on the southeast corner of 163rd Avenue and Lone Mountain Road and north of Dixileta Road, as more particularly described on Exhibit "A" (the "Property") to the Pre-Annexation Development Agreement ("Agreement") that is the subject of this Resolution attached as Exhibit "A" hereto;

WHEREAS, Marisol Ranch 163, LLC, an Arizona Limited Liability Corporation ("Marisol"), owns approximately 163 acres of land located in unincorporated Maricopa County, Arizona, generally located on the northeast corner of Lone Mountain Road and 163rd Avenue, near the Property owned by ASLD, that is the subject of a separate Pre-Annexation Development Agreement;

WHEREAS, FGR Property Investments V, LLC, an Arizona Limited Liability Corporation ("FGR"), owns approximately 470.5 acres of land in unincorporated Maricopa County, Arizona, also generally located on the northeast corner of Lone Mountain Road and 163rd Avenue, adjacent to the Property owned by ASLD, that is the subject of the same separate Pre-Annexation Development Agreement as the property owned by Marisol; and

WHEREAS, ASLD, Marisol, and FGR have petitioned the City to annex the Property and the property owned by Marisol and FGR as part of a larger annexation area to become incorporated within the City of Surprise;

WHEREAS, City staff and ASLD have agreed upon the subject Agreement for future annexation and development of the Property, which sets forth, among other things: (1) conditions, terms, restrictions, and requirements for annexation of the Property into the City of Surprise; (2) future consideration by the Planning and Zoning Commission and the City Council of Planned Area Development (“PAD”) zoning for the Property as permitted by the Surprise Unified Development Code (“SUDC”); and (3) other matters related to future development of the Property; and

WHEREAS, the City of Surprise and the ASLD, on behalf of the State of Arizona, now desire to obtain City Council approval for entry into the Agreement, attached as Exhibit “A”, for the purpose of setting forth certain obligations and commitments relative to future annexation and development of the Property.

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

Section 1. The Pre-Annexation Development Agreement between the City of Surprise and the State of Arizona, by and through the State Land Commissioner and the Arizona State Land Department, attached hereto as Exhibit “A” is hereby approved.

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City of Surprise and any other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: May 7, 2019 Contact Person: Joshua Mike
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to the approval of a Pre-Annexation Development Agreement with Marisol 163, LLC and FGR Property Investments V, LLC for the proposed annexation of approximately 634 acres generally located at the northeast corner of N 163rd Ave and Lone Mountain Rd, annexation case FS18-417; Resolution #2019-42.

Motion:

I move to approve the Pre-Annexation Development Agreement with Marisol 163, LLC and FGR Property Investments, LLC Resolution #2019-42.

Background:

A group of property owners have submitted an application stating their intent to annex undeveloped land generally located between Dixileta Dr and Dove Valley Rd, 163rd Ave and 155th Ave. The annexation proposal is for 1,193.97 acres of unincorporated land. On December 4, 2018, City Council approved Resolution #18-193 that directed City Staff to begin the annexation process per A.R.S. § 9-471.

This Pre-annexation Development Agreement is intended to facilitate annexation of 634 acres of the larger annexation area and provide certain conditions of future development which would apply if the annexation request is approved.

Objective Analysis:

Positive impacts include adding additional property to the incorporated limits which will generate additional property and potential development fees. Negative impacts could include providing services in a 1,193.97 acre area the City did not have to previously serve.

Policy Compliant:

Annexation of this property is compliant with Council policy by expanding the range of influence of the City.

Financial Impact:

Annexation of the property into the City limits could have financial impacts to the City to provide services to an area where the City did not provide services in the past. Annexation of the property could result in future development fees, sales and property taxes. Also a Financial Impact Analysis will be conducted and submitted along with the final annexation documents.

Budget Impact:

Annexation of the property into the City limits could cause minor budget impacts to provide services to an area where the City did not provide services in the past. Annexation of the property could result in future development fees, sales and property taxes.

FTE Impact:

Staff does not believe annexation of the property would require future additional FTEs.

ATTACHMENTS:

1. 19.04.22 FS18-417 EVR PADA Joint Staff Report for 19.05.07
 2. 19.04.25 FINAL Marisol PADA v5
 3. EX A-1 Legal - APN 503-52-001C (Marisol 163 LLC)
 4. EX A-2 Legal - APN 503-52-001D (Marisol 163, LLC)
 5. EX A-3 Legal - Marisol (APN's 503-52-001C 001D)
 6. EX B-1 Legal - APN 503-52-001B (FGR)
 7. EX B-2 Legal - APN 503-52-002A (FGR)
 8. EX B-3 Legal - FGR (APN's 503-52-001B 002A)
 9. EX C Legal ASLD Property 1
 10. EX D Legal BoR Properties
 11. EX E Legal ASLD Property 2
 12. 19.04.25 EVR Res 2019-42 Marisol Ranch PADA
 13. 03 FS18-417 Marisol Ranch Annexation – PADA Presentation 4.16.19 CC Presentation
-

Case: **FS18-417**

Project Name: Marisol Ranch Pre-Annexation Development Agreement
Arizona State Land Department Pre-Annexation Development Agreement

Council District: 1

City Council Date: **May 7, 2019**

Planner: Joshua Mike and Ellen Van Riper

Owners: Marisol 163, LLC and FGR Property Investments V, LLC; State of Arizona by and through the State Land Commissioner and the State Land Department

Developer: Montage Holdings, LLC for Marisol 163, LLC; FGR Property Investments V, LLC; Arizona State Land Department

Request: Approval of Pre-Annexation Development Agreements

Site Location: Northeast corner of N 163rd Ave and Lone Mountain Road; southeast corner of N 163rd Ave and Lone Mountain Road north of Dixileta Road

Site Size: 1,194 acres (approx.)

Actions: **Approve:** Approval, by separate motions, of the proposed Pre-Annexation Development Agreement between the City and Marisol 163, LLC and FGR Property Investments V, LLC, and a separate proposed Pre-Annexation Development Agreement between the City and the State of Arizona, by and through the State Land Commissioner and the State Land Department, which would provide for (1) annexation of property owned by Marisol, FGR, the State, and other properties; and (2) rezoning and future development of the properties owned by Marisol, FGR, and the State, all in accordance with the City of Surprise General Plan and Unified Development Code

Deny: Denial of the proposed pre-annexation development agreements would prevent the Marisol, FGR, and Arizona State Land Department properties from being annexed into the City, rezoned, and developed pursuant to the Surprise General Plan, Surprise Unified Development Code, and other city regulations. Denial would also allow the Marisol and FGR properties to be developed outside the city pursuant to an existing development plan approved by Maricopa County that is not consistent with the Surprise General Plan and Unified Development Code.

Introduction:

The purpose of the two Pre-Annexation Development Agreements is to facilitate annexation of approximately 1,194 acres to the City of Surprise and rezoning those portions of the annexed area owned by Marisol 163, LLC, FGR Property Investments V, LLC, and the Arizona State Land Department to permit future development consistent with the Surprise General Plan and the Surprise Unified Development Code. The proposed annexation area is generally located east of 163rd Avenue between Dove Valley Road to the north and Dixileta Road to the south. Marisol 163 and FGR Property Investments V own the portion of the annexation area at the northeast corner of N 163rd Ave and Lone Mountain Road, which will be developed by Montage Holdings, LLC, as Marisol Ranch. The State of Arizona owns in trust approximately 360 acres of land within the annexation area bisected by approximately 244 acres of land owned by the United States Bureau of Reclamation. On December 4, 2018, City Council approved Resolution #18-193 that directed City Staff to begin the annexation process per A.R.S. § 9-471.

The two Pre-Annexation Development Agreements set forth the step-by-step procedures to be undertaken and completed to annex the property owned by Marisol 163 and FGR Property Investments V and the Arizona State Land Department into the City of Surprise and then rezone both consistent with the Surprise General Plan and the Surprise Unified Development Code. The best analogy is that the Agreements are a road map to get to annexation and rezoning for future development.

Many of the procedural steps and sequencing are required by the Arizona annexation statutes (ARS 9-471, *et seq.*); but others are designed to allow Marisol 163 and FGR Property Investments V and/or the Arizona State Land Department to halt or repeal, if necessary, the annexation if (1) their property is not rezoned in accordance with the Planned Area Development (“PAD”) applications for Marisol Ranch (the combined Marisol 163/FGR Property Investments V property) and Lone Mountain Ranch (the Arizona State Land Department property); (2) the annexation is challenged in court pursuant to statute; or (3) the Agreements, annexation ordinance, and/or PADs become the subject of a referendum effort. The PAD’s will be presented to the Planning and Zoning Commission on May 2, 2019, and to the City Council on June 18, 2019.

It is important to note that approval of the Pre-Annexation Development Agreements **would not** annex the properties owned by Marisol 163 and FGR Property Investment V and the Arizona State Land Department. Also, the Agreements **would not** rezone these properties. Assuming the Pre-Annexation Development Agreements are approved by the Council and the annexation moves forward pursuant to the annexation statutes, a formal annexation ordinance will be presented to the City Council on June 18, 2019 along with the two PAD applications on the same agenda.

The only development related matters addressed by the Pre-Annexation Development Agreements are: (1) a requirement that Marisol 163, LLC and FGR Property Investments V, LLC, or a future developer such as Montage Holdings, construct road improvements to 163rd Avenue between the Dixileta Road and Lone Mountain Road alignments; and (2) that the properties will be developed in accordance with the new and updated Surprise Unified Development Code to be adopted by the City Council later in 2019 or early 2020.

Annexation Process:

The Arizona Revised Statutes, Title 9, imposed requirements for a municipality to annex unincorporated land. The City must file a blank annexation petition with Maricopa County where it is held for a 30-day waiting period. City Council must hold a public hearing during the last 10 days of the 30-day waiting period. After the public hearing and the 30-day waiting period has ended, an excess of 50% of the land owners and assessed valuation for all real and personal property located within the annexation area must sign the petition in order to validate the petition. State statute also allows up to one year following the end of the 30-day period to obtain the required number of signatures.

File Blank Petition: Between May 8-13

- Begins 30-day waiting period;

Waiting Period Begins: May 8-13

Public Hearing: June 4

- City council has public hearing to discuss the annexation proposal
- No action taken at this meeting

Waiting Period Ends: Between June 8-12

- Applicant obtains signatures, submits signed petition to City

Public Hearing: June 18

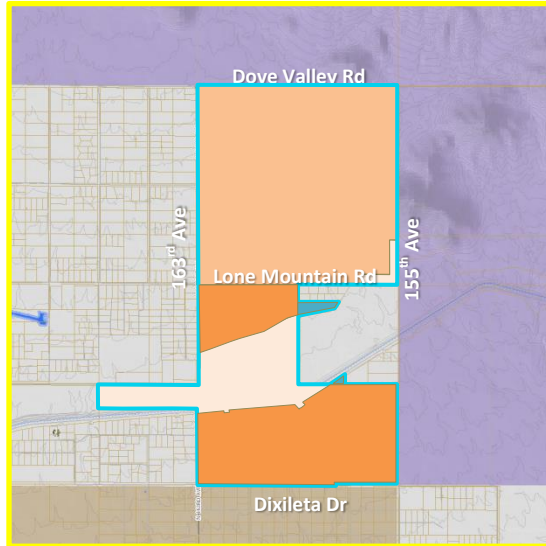
- City Council action on annexation ordinance and concurrent rezoning cases

Project Description:

The Marisol 163, LLC and FGR Property Investments V, LLC property currently has Maricopa County zoning classifications R1-18, R1-10, R1-8, R1-7, R1-6, R-2, and C-1 that all include Residential Unit of Planned Development (RUPD) and Planned Area Development (PAD) Overlays. The Arizona State Land Department property has Maricopa County R1-43 zoning. If annexed, the properties will assume similar zoning districts within the Surprise Unified

Development Code (SUDC). For the Marisol 163, LLC and FGR Property Investments V, LLC property: Residential Low Density (RL), Residential Medium Density (RM), Neighborhood Commercial (CN). For the Arizona State Land Department property: Rural Residential (RR). The rezoning application for the Marisol Ranch PAD is case FS18-557; for Lone Mountain Ranch, FS18-###. The PAD applications will be heard by both the Planning and Zoning Commission on May 2, 2019 and City Council on June 18, 2019.

Project Location:



-  Existing Maricopa County Limits
-  Existing Surprise Incorporated Limits
-  Existing Peoria Incorporated Limits
-  Marisol Ranch Annexation Boundary
-  Marisol Ranch Development Agreement
-  ASLD Development Agreement
-  Federal BOR Land
-  Private Land

Summary:

The annexation boundary to be annexed complies with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes.

Attachments:

- 01 FS18-417 Pre-Annexation Development Agreement – Marisol 163 and FGR Property
- 02 FS18-417 Pre-Annexation Development Agreement – Marisol 163 and FGR, Exhibits A-D
- 02 FS18-417 Pre-Annexation Development Agreement – Arizona State Land Department
- 03 FS18-417 Pre-Annexation Development Agreement – ASLD, Exhibit A-D
- 03 FS18-417 PADA Presentation 5.07.19 CC Presentation

When recorded mail to: |
|
City of Surprise |
City Clerk |
16000 N. Civic Center Plaza |
Surprise, Arizona 85374 |

PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Pre-Annexation Development Agreement (the “Agreement”) is entered into this ____ day of _____, 2019, by and between the **CITY OF SURPRISE, ARIZONA**, an Arizona municipal corporation (“**Surprise**”) and **MARISOL 163, LLC**. (“**Marisol**”) and FGR Property Investments V, LLC. (“**FGR**”). Marisol and FGR are collectively referred to as “**Owners**.” Surprise and Owners are sometimes hereinafter collectively referred to as the “Parties,” or individually referred to a “Party.”

RECITALS

A. Marisol owns approximately 163 acres of land (the “**Marisol Property**”), located in unincorporated Maricopa County, Arizona (“**County**”), more particularly described on Exhibit “A” attached hereto and made a part hereof. FGR owns approximately 470.5 acres of land (the “**FGR Property**”), located in unincorporated Maricopa County, Arizona, adjacent to the Marisol Property, as more particularly described on Exhibit B. The Marisol Property and the FGR Property are collectively referred to as the “**Property**.” Owners have entered into an agreement with Montage Holdings, LLC for development of the Property.

B. The Property is adjacent to real property owned by the State of Arizona and the Arizona State Land Department (“**ASLD**”), legally described on Exhibit “C” attached hereto (the “**ASLD Property 1**”).

C. ASLD Property 1 is adjacent to real property owned by the United States Bureau of Reclamation, legally described on Exhibit “D” attached hereto (the “**BOR Property**”).

D. The BOR Property is adjacent to real property owned by ASLD, legally described on Exhibit “E” attached hereto (the “**ASLD Property 2**”). ASLD Property 1 and ASLD Property 2 together comprise approximately 360 acres of land (collectively, the “**ASLD Property**”).

E. The Marisol Ranch Planned Area Development (“**Marisol PAD**”) application, known as Marisol Ranch and referenced in paragraph 2.1 below, includes the Marisol Property and the FGR Property.

F. Owners and ASLD desire Surprise to annex the Property, the ASLD Property, and the BOR Property into Surprise (collectively, the “**Annexation Parcels**”).

G. On June 11, 2018, the State Selection Board (the “**Selection Board**”) considered and approved annexation of the ASLD Property into Surprise.

H. Surprise has an interest in ensuring that the development of the Annexation Parcels complies with Surprise standards of development.

I. The Parties understand and acknowledge that this Agreement is a “**Development Agreement**,” within the meaning of and entered into pursuant to A.R.S. § 9-500.05, to facilitate annexation of the Annexation Parcels and provide certain conditions of development which will apply to the Annexation Parcels upon annexation.

J. The terms of this Agreement are binding upon Surprise and Owners and their successors and assigns and shall run with the Property, subject to the limitations set forth herein and State law.

- a. The Parties acknowledge that the annexation and ultimate development of the Annexation Parcels within and as an integral part of Surprise would be a project of significance, and Owners desire assurances from Surprise of Surprise’s willingness to annex the Annexation Parcels into Surprise, and establish City zoning for the Annexation Parcels as described herein.
- b. Surprise believes that annexation of the Annexation Parcels and development of the Annexation Parcels pursuant to this Agreement will result in aesthetic, planning, and economic benefits to Surprise and its residents.
- c. Owners acknowledge that annexation and development of the Annexation Parcels pursuant to this Agreement will be beneficial and advantageous to Owners by providing assurances to Owners that they or their successors and assigns will have the ability to develop the Property within Surprise pursuant to this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants herein set forth the Parties agree as follows:

AGREEMENT

1. Commencement Date and Term.

1.1 The “**Commencement Date**” is defined as the date upon which all of the following conditions have been satisfied: (1) this Agreement is executed by all Parties; (2) Surprise adopts the annexation ordinance, annexing the Annexation Parcels into the corporate limits of the City of Surprise (the “**Annexation Ordinance**”) and approves by ordinance the Marisol PAD (the “**Zoning Ordinance**”); (3) this Agreement is recorded in accordance with A.R.S. § 9-500.05(D); (4) the Annexation Ordinance and Zoning Ordinance have become final following expiration of the time periods in which they may be challenged pursuant to A.R.S. § 9-471(C) or referred to the qualified electors of Surprise, or if such statutory challenge is properly

made or such a referendum is certified for the ballot, then after resolution of such challenge in favor of Surprise or after the election upholding the Annexation Ordinance and the Zoning Ordinance; and (5) this Agreement has become final following expiration of the time periods in which the Resolution adopting this Agreement may be referred to the qualified electors of Surprise, or if such a referendum is certified for the ballot, then after the election upholding the Resolution and this Agreement.

1.2 Any delay relative to the Commencement Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of Surprise shall not be deemed a default by Surprise.

1.3 From the Commencement Date, this Agreement shall automatically terminate on the 25th anniversary of such date, unless this Agreement is rescinded or terminated on an earlier date as provided for herein.

2. Annexation; Rezoning/PAD and Rescission.

2.1 Annexation Process. Following the Surprise City Council's approval of this Agreement, the Owners shall execute this Agreement and will deliver same to Surprise, and Surprise will then file the blank annexation petition (the "**Annexation Petition**") for the Annexation Parcels pursuant to A.R.S. § 9-471(A)(1). Surprise agrees to comply with the provisions of A.R.S. § 9-471 *et. seq.*, and, if determined to be in the best interest of Surprise, adopt the Annexation Ordinance. Surprise will submit the Annexation Ordinance to the City Council for its consideration on the same date the City Council considers ordinances for approval of the Marisol PAD and the Lone Mountain Ranch Planned Area Development ("**Lone Mountain Ranch PAD**") (collectively, the "**PADs**") applications.

2.2 Rezoning/PAD Process. Owners have filed with Surprise the application for the PADs. Following the Planning and Zoning Commission's recommendations for approval of the PADs to the Surprise City Council, subject only to those conditions acceptable to Owners and ASLD in their sole discretion, Owners will deliver to Surprise the Annexation Petition, meeting all statutory requirements and duly executed by all necessary property owners to accomplish annexation of the Annexation Parcels. Owners' delivery of the Annexation Petition shall not constitute a waiver of their right to object to any condition of the Marisol PAD recommended by the Planning and Zoning Commission. If the Annexation Ordinance is adopted by the City Council, Surprise agrees to:

(a) consider approval by ordinance of the PADs, subject to conditions acceptable to Owners and ASLD, at the same City Council hearing as adoption of the Annexation Ordinance; and

(b) ensure that such ordinances are "available" (as defined in A.R.S. § 19-142) on the day following date of passage. In the event that the City Council determines that it is in the best interests of Surprise to continue the consideration of the PADs to a date following the date of its approval of the Annexation Ordinance, then the City

Council will reconsider the Annexation Ordinance and will continue it to the same date as the continued consideration of the PADs.

2.2.1. Initial Zoning. Should Surprise elect to annex the Annexation Parcels, as part of the Annexation Ordinance annexing the Annexation Parcels into the corporate limits of Surprise, Surprise is mandated to zone the Annexation Parcels with comparable zoning as zoned in Maricopa County.

2.2.2. Concurrent Rezoning. Immediately following adoption of the Annexation Ordinance, at the same City Council meeting, the City Council shall consider approval of the Zoning Ordinances for the PADs.

2.3 Rescission of Annexation Ordinance and Rezoning. As will be stated in a provision in the Annexation Ordinance, if the PADs, subject to conditions acceptable to Owners and ASLD, in their sole discretion, are not approved at the same City Council meeting as adoption of the Annexation Ordinance, the City Council shall (by Motion for Reconsideration or other appropriate means) repeal the Annexation Ordinance prior to the expiration of the 30 day period following the City Council's adoption of the Annexation Ordinance and before annexation of the Annexation Parcels is final and effective under applicable law, even if the City Council must hold a special meeting to do so. The Annexation Ordinance will also contain provisions requiring repeal of the Annexation Ordinance by the City Council if (i) any person, other than a Party, files a verified petition with the Superior Court of the State of Arizona challenging the validity of the Annexation Ordinance; (ii) the City Council does not approve the PADs, subject only to those conditions acceptable to Owners and ASLD, at the same City Council hearing as adoption of the Annexation Ordinance; (iii) any person, other than a Party, files referendum petitions with the City to place approval of the Annexation Ordinance or one or both of the approved PADs on a future city election ballot for approval or rejection by the qualified electors of the city; or (iv) any person, other than a Party, files a verified petition with the Superior Court of the State of Arizona challenging the validity of the Agreement.

2.4 Further Zoning Changes. For a period of twenty-five (25) years from the Commencement Date, and subject to any vested rights that may accrue to Owners and ASLD, and their successors or assigns, with respect to any portion of the Annexation Parcels for which substantial expenditures have been made, Surprise agrees not to initiate any changes or modifications to the PADs that may be approved for the Annexation Parcels pursuant to this Agreement, except at the request of the then owner of that portion of the Annexation Parcels for which such zoning change is sought.

3. Development Rights. Surprise agrees that, for a period of twenty-five (25) years from the Commencement Date, and subject to any vested rights that may accrue to Owners and ASLD, and their successors or assigns, with respect to any portion of the Annexation Parcels for which substantial expenditures have been made, Owners or ASLD, and their successors or assigns, shall have the right to develop the Annexation Parcels in accordance with this Agreement and the PADs, as approved by the Surprise City Council. At the conclusion of the twenty-five (25) period, the zoning shall remain vested as to any portion of the Annexation Parcels for which substantial expenditures have been incurred for which Surprise has issued a

permit or permits for development. Otherwise, the question of whether or not zoning has vested shall be determined by the statutes and judicial decisions then applicable.

4. Regulation of Development.

4.1 Development of the Annexation Parcels shall be governed by the ordinances, rules, regulations, guidelines, permit requirements, development fees (as defined in A.R.S. § 9-463.05), other infrastructure fees, however denominated, exactions, other requirements, and/or official policies of Surprise existing and in force for Surprise as of the Commencement Date. Without limiting the generality of the foregoing, the Parties agree that after the Commencement Date, any and all subsequent zoning ordinances or resolutions, rules, regulations, standards, directives, conditions, or other measures adopted by Surprise will not be applied to the Marisol Property, except (i) the rewritten Land Development Ordinance (“LDO”) and Planning and Engineering Design Standards (“PEDs”) anticipated to be adopted by the City in 2019 or 2020, as such LDO and PEDs may be amended from time to time after adoption, except that lot yield and development standards as expressly stated will run with the land unless subsequently amended by a PAD amendment; (ii) future generally-applicable ordinances, rules, regulations, permit requirements, or other measures necessary to alleviate legitimate threats to public health and safety that are applied equally across the city; (ii) future ordinances, resolutions, rules, regulations, standards, directives, conditions, permit requirements, policies, or other requirements enacted to comply with mandatory requirements imposed by state or Federal laws and regulations, court decisions, and other similar superior external authorities beyond the control of Surprise; and (iii) updates to those certain generally-applicable national or state building-related codes, engineering standards and guidelines that are adopted by Surprise. Nothing herein shall be interpreted as relieving Owners, or their successors or assigns, of any obligation that it may have with respect to laws and regulations enacted by the Federal government or the State of Arizona.

4.2 Surprise hereby agrees that the Annexation Parcels shall be included within any growth boundary, urban boundary, urban service boundary, or other similar purpose land use regulatory device that may be established by Surprise or local or state law, referendum, or initiative in the future with respect to the area in which the Annexation Parcels are located. For a period of twenty-five (25) years from the Commencement Date, subject to any vested rights that may accrue with respect to any portion of the Annexation Parcels for which substantial expenditures have been made, Surprise shall not take any affirmative action or position that would have the effect of subjecting the timing or development of the Annexation Parcels to procedures and limitations that may be a part of any adopted growth boundary, urban boundary, urban service boundary, growth management plan, or other similar land use regulatory device that may be required by local or state law, referendum, or initiative.

4.3 Development Fees. Notwithstanding Section 4.1 above, the Parties expressly acknowledge and agree that Surprise reserves the right to adopt future ordinances assessing or imposing development fees under the authority of A.R.S. § 9-463.05, which shall be applicable to development of the Annexation Parcels.

4.4 Permits and Building Fees. Owners agree and understand that all development upon the Property shall be subject to those building permit and other fees normally applicable to construction within Surprise then in effect and as may be changed from time to time.

5. Street Construction. As a pre-condition to developing the Property, Owners and, each of them, shall be responsible, jointly and severally, for constructing the east-half of 163rd Avenue from the Lone Mountain Road alignment generally northward to the Dixileta Drive alignment, as required by the City of Surprise. These improvements are to be generally consistent with the City of Surprise “Parkway” standard as may be modified by the City of Surprise. Further, both the City of Surprise and Owners acknowledge that 163rd Avenue may veer westward from the section-line alignment, and that in this event both the City of Surprise and Owners agree to work on any such change in the alignment of, and improvements to, 163rd Avenue (including possible payments-in-lieu). Construction of 163rd Avenue, as described, shall be completed before any certificate of occupancy may be obtained as to any portion of the Property.

6. Waiver of Claims Pursuant to A.R.S. § 12-1131, et seq. (“Proposition 207”). Owners agree and understand that the City is entering into this Agreement in good faith and with the understanding that, if it acts consistently with the terms and conditions herein, it will not be subject to a claim for diminished value of the Property by Owners or their successors or assigns. Owners agree and consent to all the conditions imposed by this Agreement, the Annexation Ordinance when adopted, and the Marisol PAD when approved, and by signing this Agreement waive any and all claims, suits, damages, compensation, and causes of action Owners may have now or in the future under the provisions of A.R.S. Sections 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting from development of the Property consistent with this Agreement, the Marisol PAD when approved, and the Annexation Ordinance when adopted or from any “land use law” (as such term is defined in the aforementioned statute sections and the Surprise City Code) permitted by this Agreement to be enacted, adopted, or applied by Surprise now or hereafter. Owners acknowledge and agree that the terms and conditions set forth in the Agreement, the Marisol PAD when approved, and the Annexation Ordinance when adopted cause the fair market value of the Property to equal or exceed the fair market value of the Property in the absence of this Agreement, the Marisol PAD when approved, the Annexation Ordinance when adopted, and such “land use laws.” In addition, Owners agree to execute the Surprise standard Proposition 207 Waiver document prior to submission of the Marisol PAD to the Planning and Zoning Commission and Surprise City Council for consideration and possible approval.

6. Surprise’s Obligation. Surprise agrees to:

6.1 Expediently process the Annexation Petition and PAD applications in accordance with applicable law and the terms and conditions of this Agreement.

6.2 Upon final and effective annexation, Surprise shall provide all Surprise services to the Annexation Parcels, including, but not limited to water, sewer, trash collection, police and fire protection and all other services typically provided by Surprise to its residents and to the same extent and upon the same terms and conditions as those services are provided to the other

properties throughout Surprise. Extension of water and sewer mainlines shall be completed by Owners, at their sole expense, or by a successor(s) to Owners at their expense.

7. Time Period. The Parties agree to use their respective best efforts to complete the annexation of the Annexation Parcels as close as reasonably possible to the minimum time periods set forth in A.R.S. § 9-471 and in conformance with the provisions of this Agreement.

8. Good Standing; Authority. Each Party represents and warrants to the other that it is duly formed and validly existing under the laws of Arizona and that the individual(s) executing this Agreement on behalf of each respective Party is/are authorized and empowered to bind such Party on whose behalf each such individual is signing.

9. Default and Remedies. The Parties acknowledge that failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision of this Agreement may cause severe hardship. Notice of such failure to perform or unreasonable delay shall be provided to the defaulting Party. If such failure to perform or unreasonable delay is not immediately corrected, the non-defaulting Party shall have the right to initiate legal proceedings to seek specific performance or an injunction, as appropriate, to compel performance. The non-defaulting Party may also seek to terminate this Agreement or to specifically enforce any term or provision hereof. Under no circumstances may the non-defaulting Party seek to recover an award of money damages, including, but not limited to, consequential damages, against the defaulting Party. The exclusive remedies are specific performance, injunction, and termination.

10. Governing Law. This Agreement shall be governed by and constructed under the laws of the State of Arizona. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

11. Waiver. No waiver by any Party of a breach of any of the terms or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term or condition contained herein.

12. Attorneys' Fees. If any judicial proceeding is initiated by any Party hereto with respect to this Agreement, the prevailing Party or Parties shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceeding, including, without limitation, its reasonable attorneys' fees. In the event that the Parties elect to submit dispute to mediation or arbitration, the costs thereof shall be evenly shared by the Parties.

13. Notice. All notices, demands or other communications given hereunder shall be personally delivered or sent by certified mail or by facsimile transmission, addressed as follows:

Surprise: City of Surprise
 Michael Frazier, City Manager
 16000 N Civic Center Plaza
 Surprise, Arizona 85374

With Copy to: City of Surprise
Robert Wingo, City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Owners: Francesca Godi
FGR Property Investments V, LLC & Marisol 163, LLC
6811 East Thomas Road
Scottsdale, Arizona 85251

With Copy to: Rodney Q. Jarvis
Earl, Curley & Lagarde
3101 N. Central Avenue, Suite 1000
Phoenix, Arizona 85012

Tim Keenan
Montage Holdings, LLC
3219 East Camelback Road, Suite #535
Phoenix, Arizona 85018

Or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to a Party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that Party; (b) delivery to the address of the Party, addressed to the Party; (c) confirmation of the transmission of a facsimile copy to the facsimile number provided for the Party in this Agreement; or (d) if given by certified or registered U.S. mail, return receipt request, forty-eight (48) hours after deposit with the United States Postal Service, addressed to the Party.

14. Covenant to Run with the Land. Except as limited by this Agreement, it is intended by the Parties that the obligations set forth in this Agreement shall be covenants running with the land and as such are binding upon the Parties' successors and assigns.

15. Time of Essence. Time is of the essence for this Agreement.

16. Effective Date. This Agreement is entered into effective as of the date set forth on the first page of this Agreement (the "**Effective Date**").

17. Recordation. This Agreement shall be recorded in the Official Records of Maricopa County, Arizona.

18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein.

19. Amendments. This Agreement may be amended only by a written agreement fully executed by the Parties.
20. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
21. Cancellation. This Agreement is subject to cancellation in accordance with, the provisions of A.R.S. §38-511.
22. Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
23. Non-Discrimination. The Parties agree to comply with all applicable State and Federal laws relating to equal opportunity and non-discrimination.
24. Arbitration. The Parties agree to use arbitration to the extent required by A.R.S. § 12-1518 and 12-133.
25. Availability of Funds. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the City of Surprise to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
26. Records Inspection and Audit. Pursuant to A.R.S. §§ 35-214, 35-215 and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State or the City of Surprise for five years after the termination of this Agreement.
27. Exhibits. All Exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF SURPRISE

By: Skip Hall, Mayor

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____.

Notary Public

My Commission Expires:

ATTEST:

Sherry Aguilar, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

Marisol 163, LLC, an Arizona limited liability corporation

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

 The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, on behalf of Marisol 163, LLC, by _____, its
_____.

Notary Public

My Commission Expires:

FGR Property Investments V, LLC, an Arizona limited liability corporation

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

 The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, on behalf of FGR Property Investments V, LLC, by _____, its
_____.

Notary Public

My Commission Expires:

Exhibit A

Legal Description of Marisol Property

Exhibit B

Legal Description of FGR Property

Exhibit C

Legal Description of ASLD Property #1

Exhibit D

Legal Description of Bureau of Reclamation Property

Exhibit E

Legal description of ASLD Property #2

APN 503-52-001C (Marisol 163, LLC)

MARISOL RANCH APN: 503-52-001C BOUNDARY LEGAL DESCRIPTION

That parcel of land being the property as described in the Special Warranty Deed as recorded in Document No. 2013-1006862, Maricopa County Records, Arizona, lying within the Southwest Quarter of Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Southwest corner of said Section 18 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the West Quarter corner thereof bears North 00°01'09" West, 2639.94 feet;

Thence North 00°01'09" West, 1433.59 feet along the west line of the Southwest Quarter of said Section 18;

Thence leaving said west line, North 89°57'51" East, 612.46 feet;

Thence South 10°33'43" East, 26.65 feet;

Thence South 49°19'12" East, 200.00 feet;

Thence South 31°01'27" East, 300.00 feet;

Thence South 51°53'29" East, 100.00 feet;

Thence South 14°51'18" East, 300.00 feet;

Thence South 24°20'08" East, 200.00 feet;

Thence South 11°52'49" East, 200.00 feet;

Thence South 19°57'17" East, 100.00 feet;

Thence South 01°54'26" East, 199.97 feet to the south line of the Southwest Quarter of said Section 18;

Thence North 89°51'15" West, 1243.13 feet along said south line to the **POINT OF BEGINNING**.

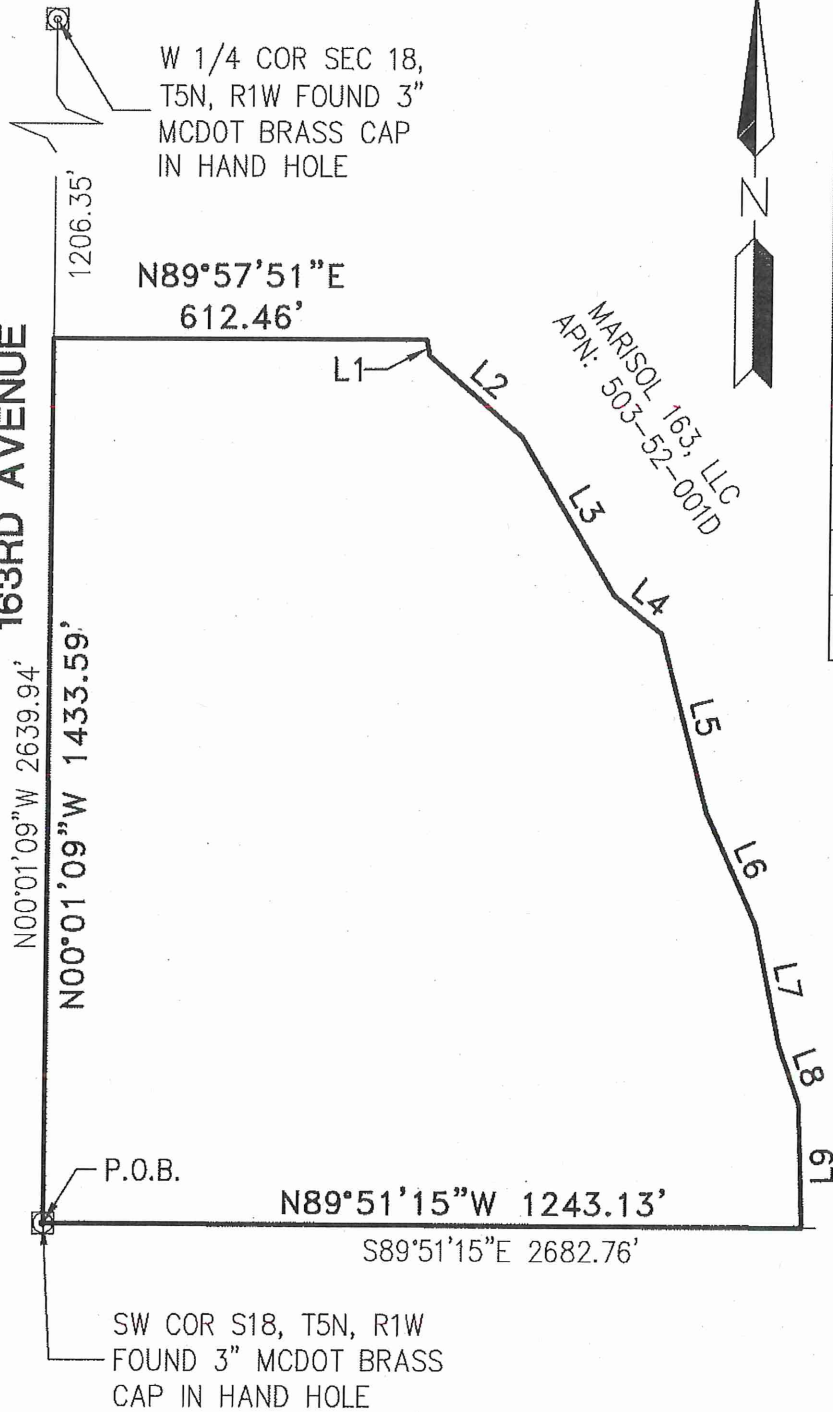
The above described parcel contains a computed area of 1,480,957 sq. ft. (33.9981 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019



163RD AVENUE



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S10°33'43"E	26.65'
L2	S49°19'12"E	200.00'
L3	S31°01'27"E	300.00'
L4	S51°53'29"E	100.00'
L5	S14°51'18"E	300.00'
L6	S24°20'08"E	200.00'
L7	S11°52'49"E	200.00'
L8	S19°57'17"E	100.00'
L9	S01°54'26"E	199.97'



P.O.B. - POINT OF BEGINNING

PAGE 3 OF 3

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-001C BOUNDARY MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602 490 0535 / F: 602 368 2436
DATE: APR 2019		
SCALE: N.T.S.		
DRAWN BY: GS	EXHIBIT	
CHECKED BY: KJP		

APN 503-52-001D (Marisol 163, LLC)

MARISOL RANCH APN: 503-52-001D BOUNDARY LEGAL DESCRIPTION

That parcel of land being the property as described in the Special Warranty Deed as recorded in Document No. 2013-1006931, Maricopa County Records, Arizona, lying within the West Half of Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the West Quarter corner of said Section 18 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Southwest corner thereof bears South 00°01'09" East, 2639.94 feet;

Thence North 00°00'15" East, 1749.23 feet along the west line of the Northwest Quarter of said Section 18;

Thence leaving said west line, South 89°59'50" East, 672.68 feet;

Thence South 25°17'20" East, 1135.04 feet along the west line of the property described in Special Warranty Deed recorded in Document No. 1991-1006827, Maricopa County Records;

Thence along said west line the following 8 courses:

Thence South 60°30'23" East, 205.96 feet;

Thence South 26°34'29" East, 866.46 feet;

Thence South 07°59'37" East, 786.62 feet;

Thence South 09°35'31" East, 999.13 feet;

Thence South 29°55'18" East, 485.87 feet;

Thence South 14°53'59" East, 99.78 feet;

Thence South 00°08'50" West, 210.65 feet to the south line of the Southwest Quarter of said Section 18;

Thence leaving said west line, North 89°51'15" West, 1023.92 feet along said south line;

Thence leaving said south line, North 01°54'26" West, 199.97 feet;

Thence North 19°57'17" West, 100.00 feet;

Thence North 11°52'49" West, 200.00 feet;

Thence North 24°20'08" West, 200.00 feet;

Thence North 14°51'18" West, 300.00 feet;

Thence North 51°53'29" West, 100.00 feet;

Thence North 31°01'27" West, 300.00 feet;

Thence North 49°19'12" West, 200.00 feet;

Thence North 10°33'43" West, 26.65 feet;

Thence South 89°57'51" West, 612.46 feet to the west line of the Southwest Quarter of said Section 18;

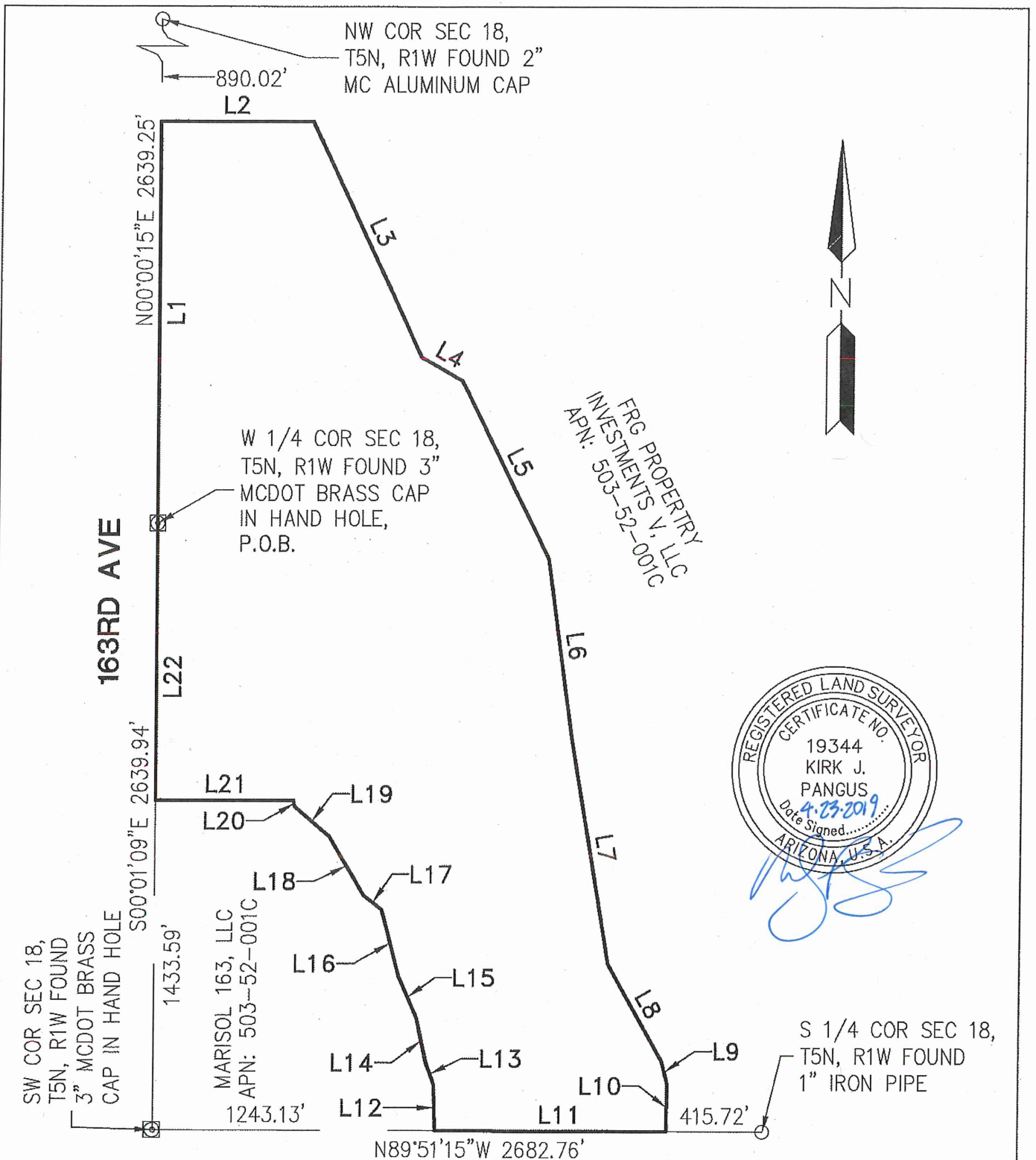
Thence North 00°01'09" West, 1206.35 feet along said west line, to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 5,626,698 sq. ft. (129.1712 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019





P.O.B. - POINT OF BEGINNING

PAGE 3 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-001D BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N00°00'15"E	1749.23'
L2	S89°59'50"E	672.68'
L3	S25°17'20"E	1135.04'
L4	S60°30'23"E	205.96'
L5	S26°34'29"E	866.46'
L6	S07°59'37"E	786.62'
L7	S09°35'31"E	999.13'
L8	S29°55'18"E	485.87'
L9	S14°53'59"E	99.78'
L10	S00°08'50"W	210.65'
L11	N89°51'15"W	1023.92'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L12	N01°54'26"W	199.97'
L13	N19°57'17"W	100.00'
L14	N11°52'49"W	200.00'
L15	N24°20'08"W	200.00'
L16	N14°51'18"W	300.00'
L17	N51°53'29"W	100.00'
L18	N31°01'27"W	300.00'
L19	N49°19'12"W	200.00'
L20	N10°33'43"W	26.65'
L21	S89°57'51"W	612.46'
L22	N00°01'09"W	1206.35'



PAGE 4 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-001D BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: NONE		
DRAWN BY: GS		
CHECKED BY: KJP		

Marisol 163, LLC (APN's 503-52-001C & 001D)

MARISOL RANCH MARISOL 163 LLC BOUNDARY LEGAL DESCRIPTION

That parcels of land being within the property as described in the Special Warranty Deed as recorded in Document No. 2013-1006862 & 2013-100693, Maricopa County Records, Arizona, lying within the West Half of Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Southwest corner of said Section 18 from which a found 1 inch iron pipe accepted as the South Quarter corner 18 thereof bears South 89°51'15" East, 2682.76 feet;

Thence North 00°01'09" West, 2639.94 feet along the west line of the Southwest Quarter of said Section 18;

Thence leaving said west line, North 00°00'15" East, 1749.23 feet along the west line of the Northwest Quarter of said Section 18;

Thence leaving said west line, South 89°59'50" East, 672.68 feet along the west line of the property described in Special Warranty Deed recorded in Document No. 2013-1006931, Maricopa County Records;

Thence along said West line the following 8 courses:

Thence South 25°17'20" East, 1135.04 feet;

Thence South 60°30'23" East, 205.96 feet;

Thence South 26°34'29" East, 866.46 feet;

Thence South 07°59'37" East, 786.62 feet;

Thence South 09°35'31" East, 999.13 feet;

Thence South 29°55'18" East, 485.87 feet;

Thence South 14°53'59" East, 99.78 feet;

Thence South 00°08'50" West, 210.65 feet to the south line of the Southeast Quarter of said Section 18;

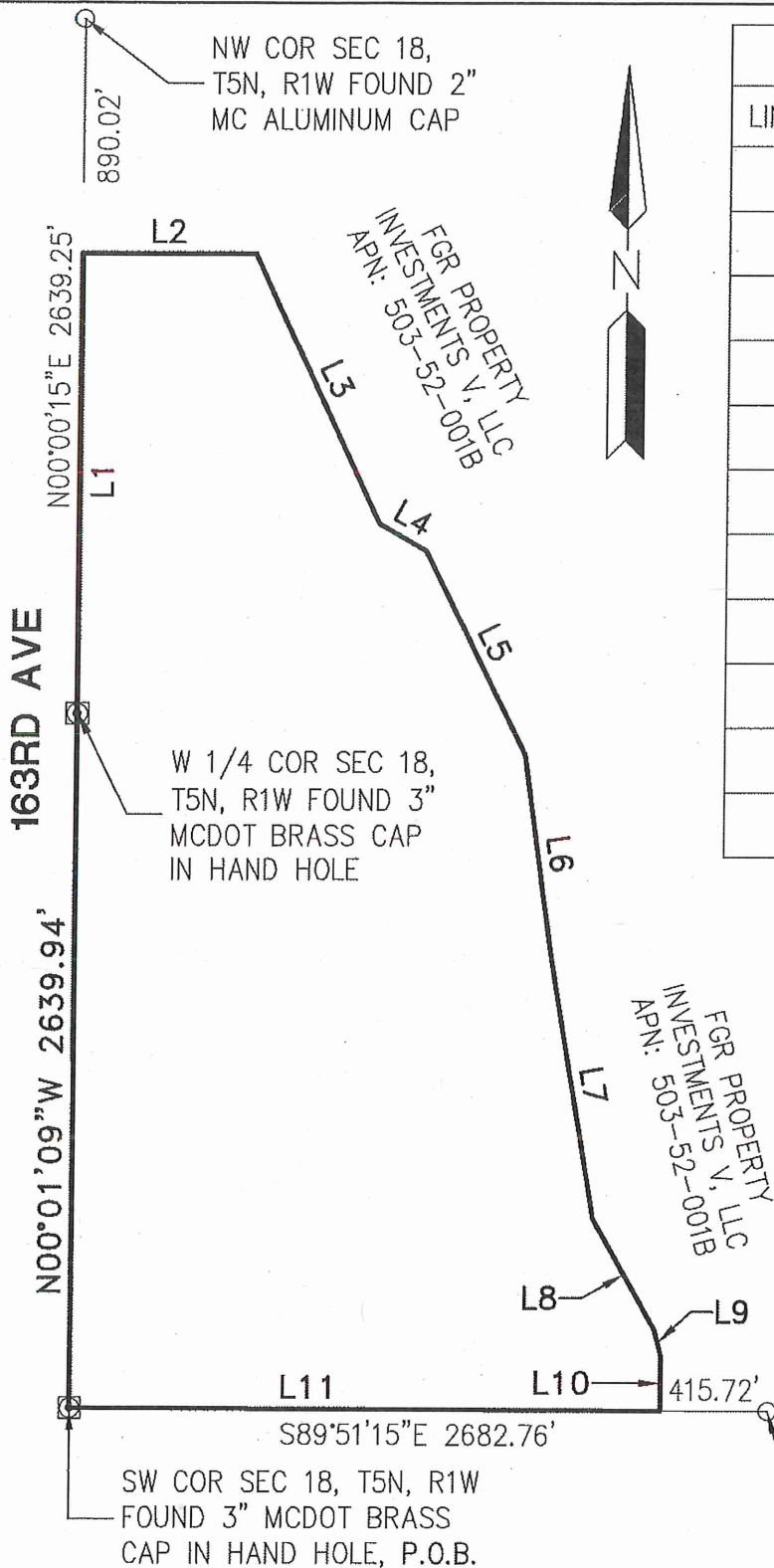
Thence leaving said west line, North 89°51'15" West, 2267.04 feet along said south line, to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 7,107,655 sq. ft. (163.1693 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019





LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N00°00'15"E	1749.23'
L2	S89°59'50"E	672.68'
L3	S25°17'20"E	1135.04'
L4	S60°30'23"E	205.96'
L5	S26°34'29"E	866.46'
L6	S07°59'37"E	786.62'
L7	S09°35'31"E	999.13'
L8	S29°55'18"E	485.87'
L9	S14°53'59"E	99.78'
L10	S00°08'50"W	210.65'
L11	N89°51'15"W	2267.04'



P.O.B. - POINT OF BEGINNING

PAGE 3 OF 3

PROJ.NO.: 1766	MARISOL RANCH MARISOL 163, LLC BOUNDARY MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602 490 0535 / F: 602 368 2436
DATE: APR 2019		
SCALE: N.T.S.	EXHIBIT	
DRAWN BY: GS		
CHECKED BY: KJP		

APN 503-52-001B (FGR Property Investments V, LLC)

MARISOL RANCH APN: 503-52-001B BOUNDARY LEGAL DESCRIPTION

That parcel of land being the property as described in the Special Warranty Deed as recorded in Document No. 1991-1006827, Maricopa County Records, Arizona, lying within the West Half of Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a 2-1/2 inch United States General Land Office Survey brass cap accepted as the North Quarter of said Section 18 from which a found 2 inch Maricopa County Aluminum cap accepted as the Northwest corner thereof bears North 89°56'07" West, 2684.77 feet;

Thence South 00°00'52" West, 5282.99 feet along the North-South Mid-Section line of said Section 18 to a found 1-inch Iron Pipe accepted as the South Quarter corner thereof;

Thence North 89°51'15" West, 415.72 feet along the south line of the Southwest Quarter of said Section 18;

Thence leaving said south line, North 00°08'50" East, 210.65 feet along the east line of the property described in Special Warranty Deed recorded in Document No. 2013-1006931, Maricopa County Records;

Thence along said east line the following 8 courses:

Thence North 14°53'59" West, 99.78 feet;

Thence North 29°55'18" West, 485.87 feet;

Thence North 09°35'31" West, 999.13 feet;

Thence North 07°59'37" West, 786.62 feet;

Thence North 26°34'29" West, 866.46 feet;

Thence North 60°30'23" West, 205.96 feet;

Thence North 25°17'20" West, 1135.04 feet;

Thence North 89°59'50" West, 672.68 feet to the west line of the Northwest Quarter of said Section 18;

Thence leaving said east line, North 00°00'15" East, 890.02 feet along said west line;

Thence leaving said west line, South 89°56'07" East, 2684.77 feet along the north line of the Northwest Quarter of said Section 18, to the **POINT OF BEGINNING**.

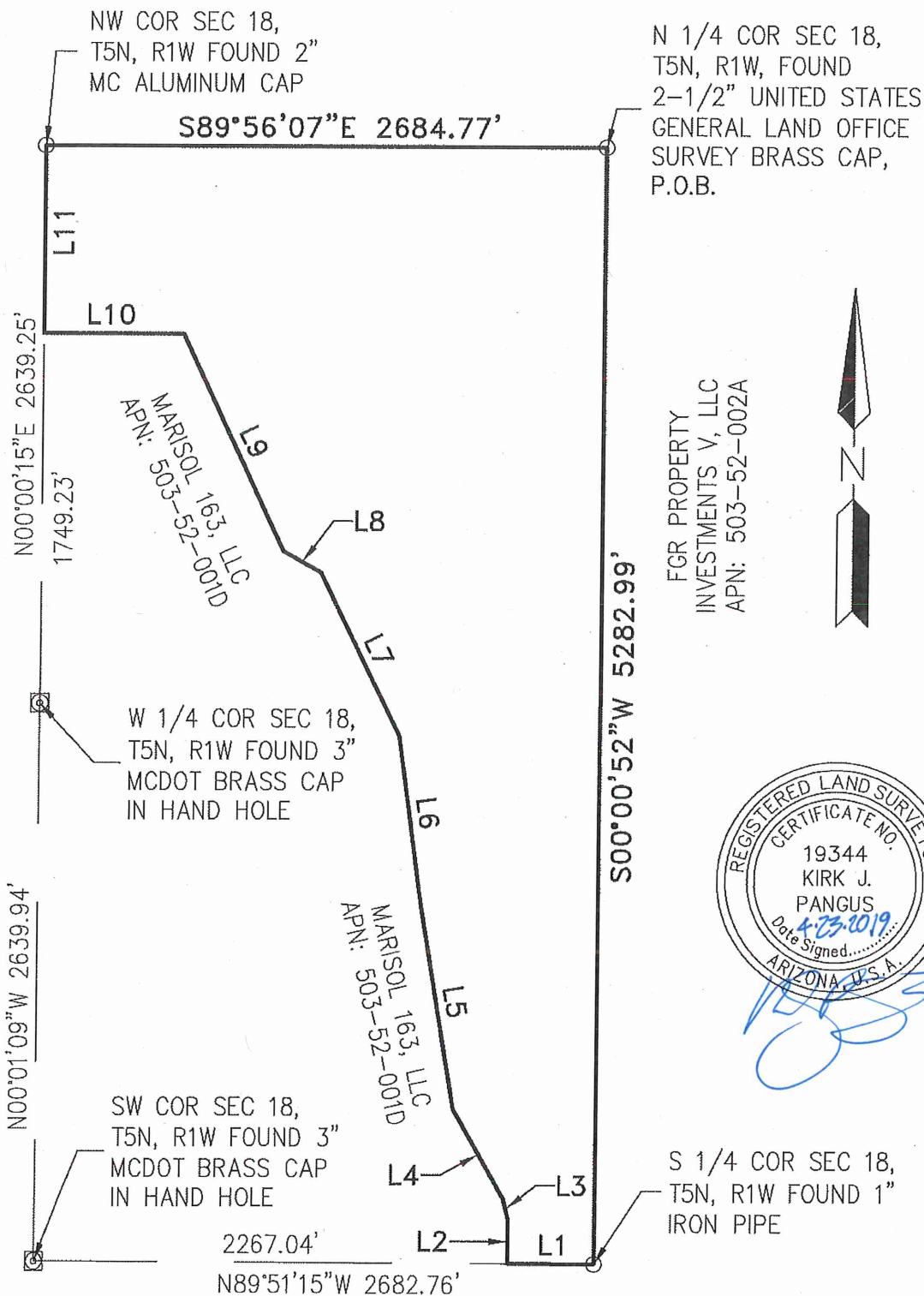
The above described parcel contains a computed area of 7,066,959 sq. ft. (162.235 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019



163RD AVE



P.O.B. - POINT OF BEGINNING

PAGE 3 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-001B BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°51'15"W	415.72'
L2	N00°08'50"E	210.65'
L3	N14°53'59"W	99.78'
L4	N29°55'18"W	485.87'
L5	N09°35'31"W	999.13'
L6	N07°59'37"W	786.62'
L7	N26°34'29"W	866.46'
L8	N60°30'23"W	205.96'
L9	N25°17'20"W	1135.04'
L10	N89°59'50"W	672.68'
L11	N00°00'15"E	890.02'



PAGE 4 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-001B BOUNDARY MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: NONE		
DRAWN BY: GS	EXHIBIT	
CHECKED BY: KJP		

APN 503-52-002A (FGR Property Investments V, LLC)

MARISOL RANCH APN: 503-52-002A BOUNDARY LEGAL DESCRIPTION

That parcel of land being the property as described in the Special Warranty Deed as recorded in Document No. 1999-1006827, Maricopa County Records, Arizona, lying within the East Half of Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 2-1/2 inch United States General Land Office Survey brass cap accepted as the East Quarter corner of said Section 18 from which a found 3 inch United States General Land Office Survey Brass Cap in hand hole accepted as the Southeast corner thereof bears South 00°00'48" West, 2641.61 feet;

Thence South 00°00'48" West, 1441.61 feet along the east line of the Southeast Quarter of said Section 18;

Thence leaving said east line, North 89°53'28" West, 225.00 feet along the north line of the Warranty Deed described in Docket 12027, Page 758, Maricopa County Records;

Thence along said Warranty Deed the following 3 courses:

Thence South 00°00'48" West, 900.00 feet;

Thence North 89°53'28" West, 775.00 feet;

Thence South 00°00'48" West, 300.00 feet to the south line of the Southeast Quarter of said Section 18;

Thence leaving said Warranty Deed, North 89°53'28" West, 1640.49 feet along said south line;

Thence leaving said south line, North 00°00'52" East, 5282.99 feet along the west line of the East Half of said Section 18;

Thence leaving said west line, South 89°51'50" East, 2639.48 feet along the north line of the Northeast Quarter of said Section 18;

Thence leaving said north line, South 00°00'24" East, 2640.13 feet along the east line of the Northeast Quarter of said Section 18, to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 13,444,049 sq. ft. (308.6329 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

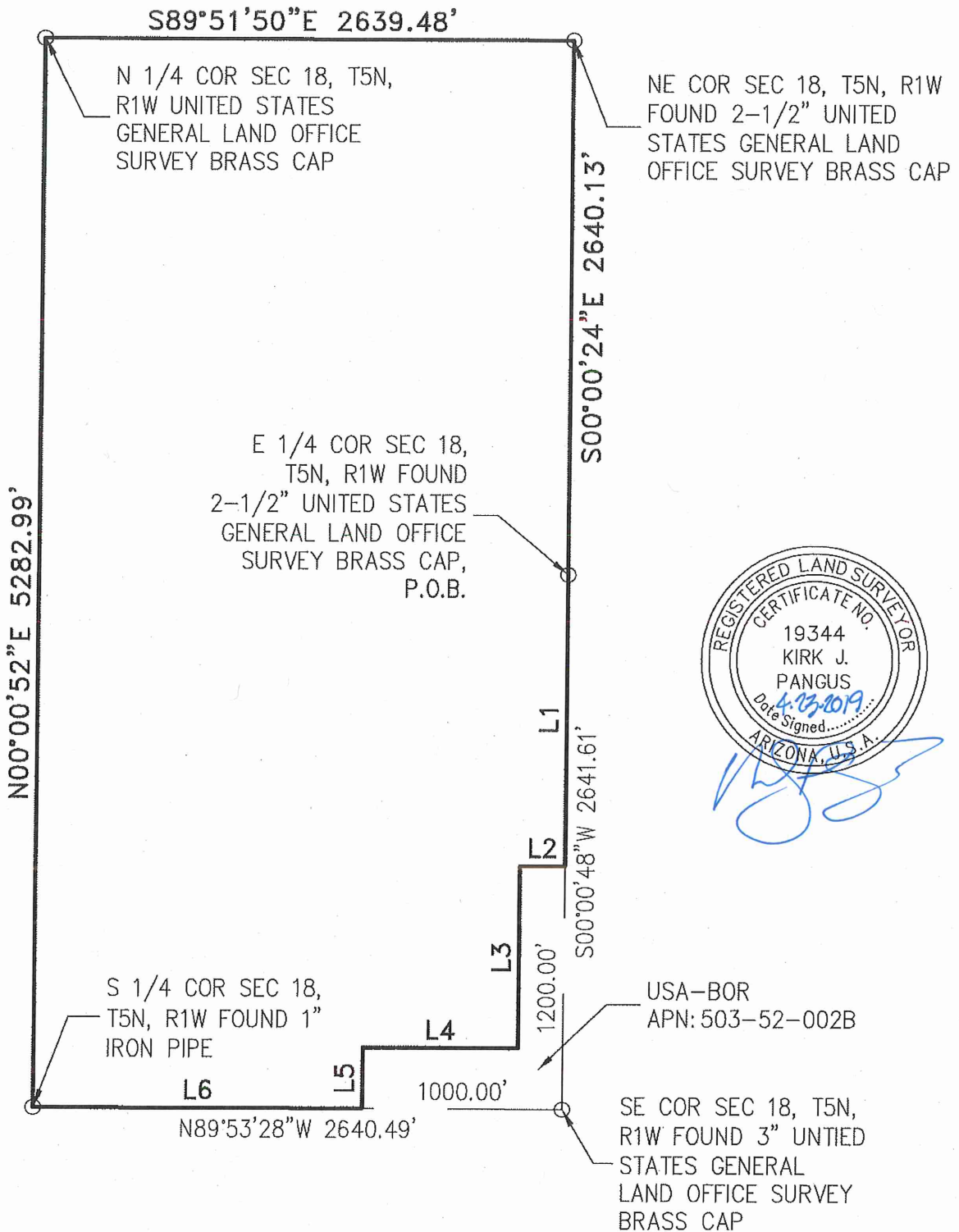
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019





FGR PROPERTY
INVESTMENTS V, LLC
APN: 503-52-001B

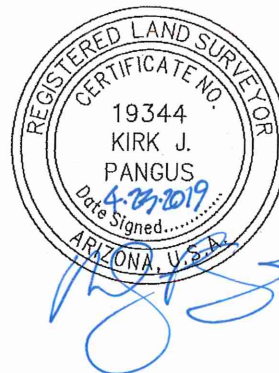


P.O.B. — POINT OF BEGINNING

PAGE 3 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN; 503-52-002A BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°00'48"W	1441.61'
L2	N89°53'28"W	225.00'
L3	S00°00'48"W	900.00'
L4	N89°53'28"W	775.00'
L5	S00°00'48"W	300.00'
L6	N89°53'28"W	1640.49'



PAGE 4 OF 4

PROJ.NO.: 1766	MARISOL RANCH APN: 503-52-002A BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: NONE		
DRAWN BY: GS		
CHECKED BY: KJP		

FGR Property Investments V, LLC (APN's 503-52-001B & 002A)

MARISOL RANCH FGR PROPERTY BOUNDARY LEGAL DESCRIPTION

That parcels of land being the property as described in the Special Warranty Deeds as recorded in Document No. 1991-1006827 & 1999-1006827, Maricopa County Records, Arizona, lying within Section 18, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a 2 inch Maricopa County Aluminum cap accepted as the Northwest corner of said Section 18 from which a found 3 inch Maricopa County Department of Transportation Brass cap in hand hole accepted as the West Quarter corner thereof bears South 00°00'15" West, 2639.25 feet;

Thence South 89°56'07" East, 2684.77 feet along the north line of the Northwest Quarter of said Section 18;

Thence leaving said north line of Northwest Quarter, South 89°51'50" East, 2639.48 feet along the north line of the Northeast Quarter of said Section 18;

Thence leaving said north line, South 00°00'24" East, 2640.13 feet along the east line of the Northeast Quarter of said Section 18;

Thence leaving said east line of Northeast Quarter, South 00°00'48" West, 1441.61 feet along the east line of the Southeast Quarter of said Section 18;

Thence leaving said east line, North 89°53'28" West, 225.00 feet along the north line of the Warranty Deed Recorded in Docket 12027, Page 758, Maricopa County Records;

Thence continuing along said Warranty Deed the following 3 courses:

Thence South 00°00'48" West, 900.00 feet;

Thence North 89°53'28" West, 775.00 feet;

Thence South 00°00'48" West, 300.00 feet to the south line of the Southeast Quarter of said Section 18;

Thence leaving said Warranty Deed, North 89°53'28" West, 1640.49 feet along said south line;

Thence leaving said south line of the Southeast Quarter, North 89°51'15" West, 415.72 feet along the south line of the Southwest Quarter;

Thence leaving said south line, North 00°08'50" East, 210.65 feet along the East line of the property described in Special Warranty Deed recorded in Document No. 2013-10006931, Maricopa County Records;

Thence along said east line the following 8 courses:

Thence North 14°53'59" West, 99.78 feet;

Thence North 29°55'18" West, 485.87 feet;

Thence North 09°35'31" West, 999.13 feet;

Thence North 07°59'37" West, 786.62 feet;

Thence North 26°34'29" West, 866.46 feet;

Thence North 60°30'23" West, 205.96 feet;

Thence North 25°17'20" West, 1135.04 feet;

Thence North 89°59'50" West, 672.68 feet to the west line of the Northwest Quarter of said Section 18;

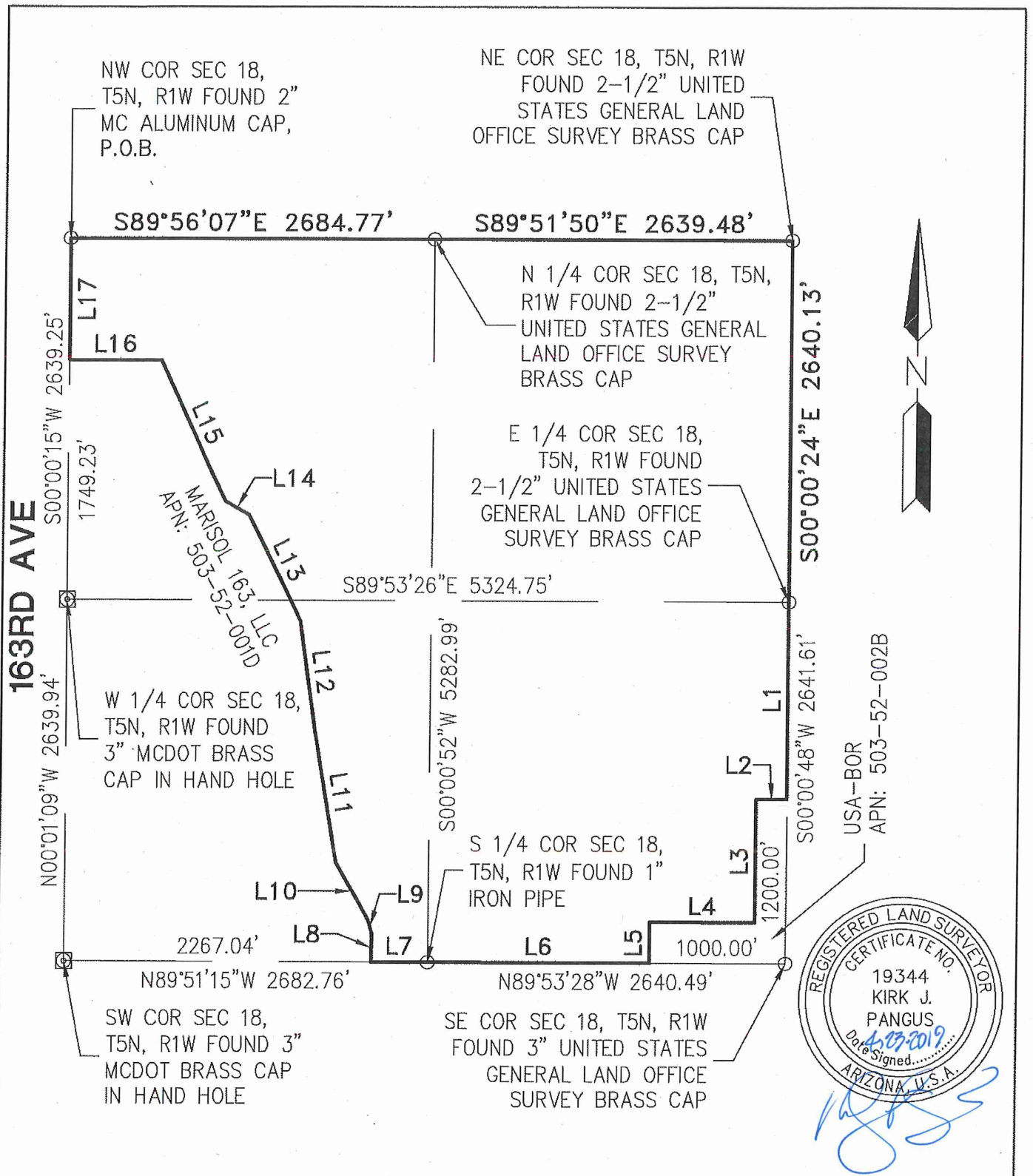
Thence leaving said east line, North 00°00'15" East, 890.02 feet along the west line, to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 20,511,007 sq. ft. (470.8679 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1766
Date: April 2019





P.O.B. - POINT OF BEGINNING

PAGE 3 OF 4

PROJ.NO.: 1766	MARISOL RANCH FRG PROPERTY BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°00'48"W	1441.61'
L2	N89°53'28"W	225.00'
L3	S00°00'48"W	900.00'
L4	N89°53'28"W	775.00'
L5	S00°00'48"W	300.00'
L6	N89°53'28"W	1640.49'
L7	N89°51'15"W	415.72'
L8	N00°08'50"E	210.65'
L9	N14°53'59"W	99.78'
L10	N29°55'18"W	485.87'
L11	N09°35'31"W	999.13'
L12	N07°59'37"W	786.62'
L13	N26°34'29"W	866.46'
L14	N60°30'23"W	205.96'
L15	N25°17'20"W	1135.04'
L16	N89°59'50"W	672.68'
L17	N00°00'15"E	890.02'



PAGE 4 OF 4

PROJ.NO.: 1766	MARISOL RANCH FRG PROPERTY BOUNDARY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2019		
SCALE: NONE		
DRAWN BY: GS		
CHECKED BY: KJP		

**LONE MOUNTAIN RANCH
A.S.L.D. PROPERTY #1
LEGAL DESCRIPTION**

That portion of land being situated within the South half of Section 19, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the West quarter corner of said Section 19 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole, accepted as the Northwest corner thereof bears North 00°01'46" West, 2636.06 feet;

Thence South 00°01'48" East, 765.55 feet along the west line of the Southwest quarter of said Section 19 to the **POINT OF BEGINNING**;

Thence leaving said west line, North 85°25'58" East, 686.69 feet;

Thence South 04°34'02" East, 50.00 feet;

Thence North 85°25'58" East, 100.00 feet;

Thence North 04°34'02" West, 50.00 feet;

Thence North 85°25'58" East, 1808.30 feet;

Thence South 32°02'49" East, 125.59 feet;

Thence North 57°57'11" East, 200.00 feet;

Thence North 32°02'49" West, 100.00 feet;

Thence North 57°57'11" East, 559.95 feet;

Thence South 32°02'49" East, 50.00 feet;

Thence North 57°57'11" East, 100.00 feet;

Thence North 32°02'49" West, 50.00 feet;

Thence North 57°57'11" East, 214.27 feet;

Thence South 89°49'37" East, 1813.71 feet along the east-west mid-section line of said Section 19 to the East quarter corner thereof;

Thence South 00°03'18" East, 2639.95 feet along the east line of the Southeast quarter of said Section 19 to the Southeast corner thereof;

Thence North 89°56'07" West, 2639.74 feet along the south line of said Southeast quarter to the South quarter corner thereof;

Thence North 89°47'09" West, 2686.38 feet along the south line of the Southwest quarter of said Section 19 to the Southwest corner thereof;

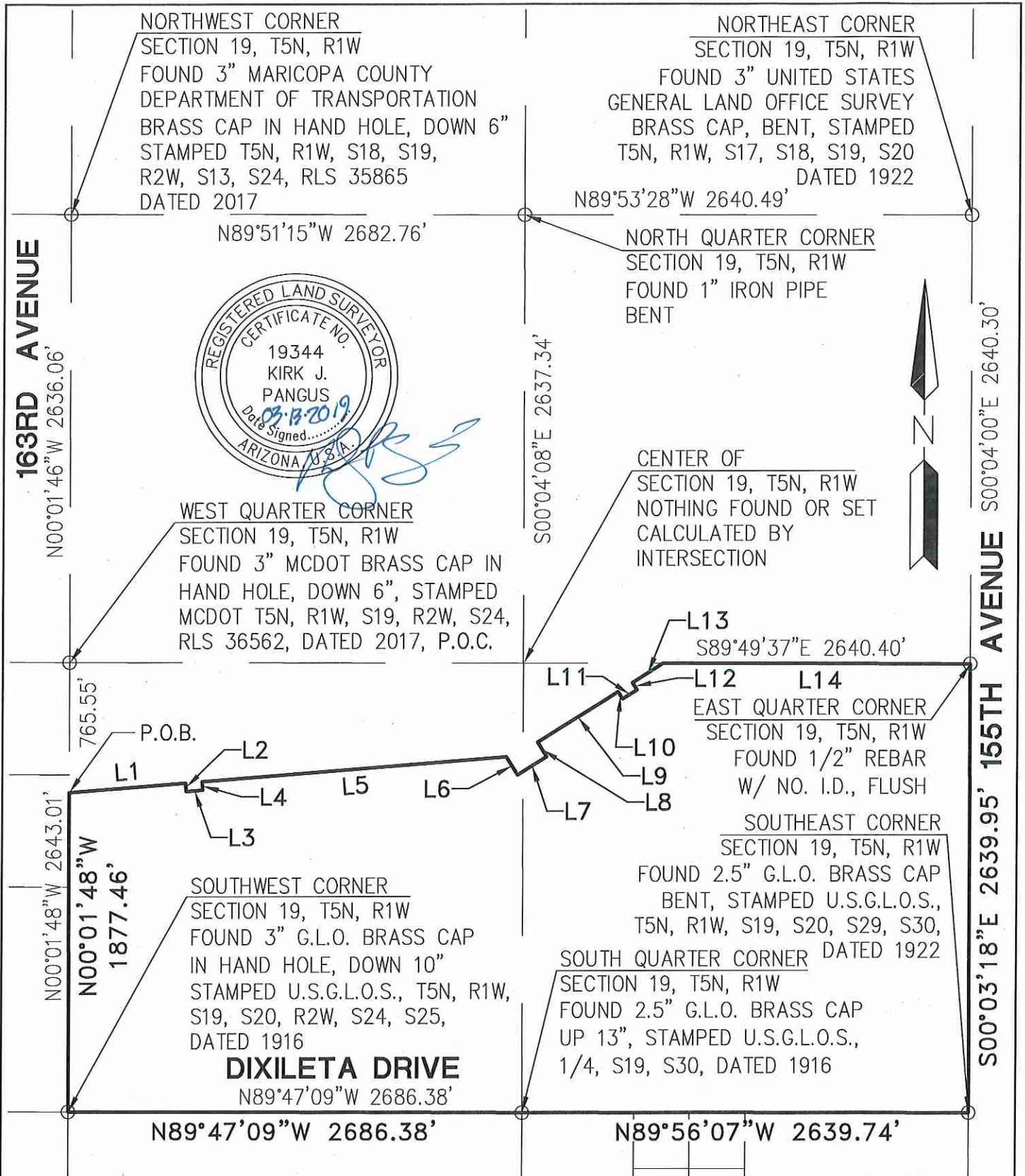
Thence North 00°01'48" West, 1877.46 feet along the west line of said Southwest quarter to the **POINT OF BEGINNING**.

Said portion of land containing 12,075,026 sq.ft., or 277.2045 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1766
Date: March 2019





SHEET 1 OF 2

PROJ.NO.: 1766	LONE MOUNTAIN RANCH A.S.L.D. PROPERTY #1 MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR. 2019		
SCALE: N.T.S.		
DRAWN BY: JDL		
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N85°25'58"E	686.69'
L2	S04°34'02"E	50.00'
L3	N85°25'58"E	100.00'
L4	N04°34'02"W	50.00'
L5	N85°25'58"E	1808.30'
L6	S32°02'49"E	125.59'
L7	N57°57'11"E	200.00'
L8	N32°02'49"W	100.00'
L9	N57°57'11"E	559.95'
L10	S32°02'49"E	50.00'
L11	N57°57'11"E	100.00'
L12	N32°02'49"W	50.00'
L13	N57°57'11"E	214.27'
L14	S89°49'37"E	1813.71'



SHEET 2 OF 2

PROJ.NO.: 1766	LONE MOUNTAIN RANCH A.S.L.D. PROPERTY #1 MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR. 2019		
SCALE: NONE		
DRAWN BY: JDL		
CHECKED BY: KJP		

**LONE MOUNTAIN RANCH
B.O.R. PROPERTY
LEGAL DESCRIPTION**

That portion of land being situated within Section 19, Township 5 North, Range 1 West and the Southeast quarter of Section 24, Township 5 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the West quarter corner of said Section 19 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole, accepted as the Northwest corner thereof bears North $00^{\circ}01'46''$ West, 2636.06 feet;

Thence North $00^{\circ}01'46''$ West, 807.81 feet along the west line of the Northwest quarter of said Section 19;

Thence leaving said west line, North $72^{\circ}26'27''$ East, 1715.51 feet;

Thence North $60^{\circ}56'47''$ East, 869.45 feet;

Thence North $79^{\circ}22'55''$ East, 292.19 feet;

Thence South $00^{\circ}04'08''$ East, 1809.55 feet along the north-south mid-section line of said Section 19 to the Center of said Section 19;

Thence South $89^{\circ}49'37''$ East, 826.69 feet along the east-west mid-section line of said Section 19;

Thence leaving said east-west mid-section line, South $57^{\circ}57'11''$ West, 214.27 feet;

Thence South $32^{\circ}02'49''$ East, 50.00 feet;

Thence South $57^{\circ}57'11''$ West, 100.00 feet;

Thence North $32^{\circ}02'49''$ West, 50.00 feet;

Thence South $57^{\circ}57'11''$ West, 559.95 feet;

Thence South $32^{\circ}02'49''$ East, 100.00 feet;

Thence South 57°57'11" West, 200.00 feet;

Thence North 32°02'49" West, 125.59 feet;

Thence South 85°25'58" West, 1808.30 feet;

Thence South 04°34'02" East, 50.00 feet;

Thence South 85°25'58" West, 100.00 feet;

Thence North 04°34'02" West, 50.00 feet;

Thence South 85°25'58" West, 741.86 feet along the northerly line and the easterly prolongation thereof, of the property as described in the Warranty Deed as recorded in Document No. 1995-0433967, Maricopa County Records, Arizona;

Thence leaving said northerly line, North 00°01'48" West, 109.44 feet along a line that is parallel with and 55.00 feet west of the west line of the Southwest quarter of said Section 19;

Thence leaving said parallel line, North 89°44'49" West, 2587.17 feet along the south line of the north half of the north half of the Southeast quarter of said Section 24;

Thence leaving said south line, North 00°00'32" East, 660.97 feet along the west line of said Southeast quarter to the Center of said Section 24;

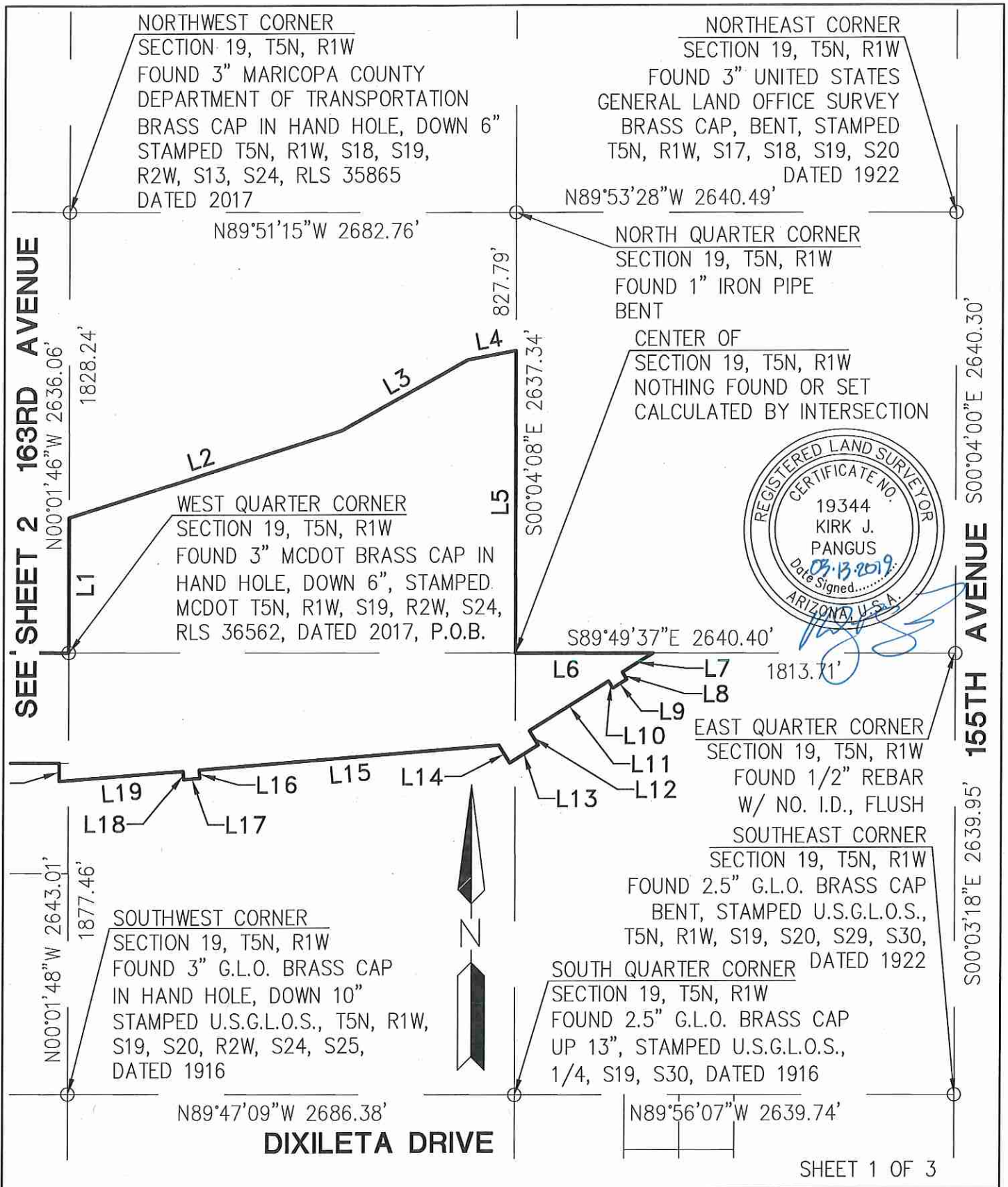
Thence South 89°44'32" East, 2641.72 feet along the north line of said Southeast quarter to the **POINT OF BEGINNING**.

Said portion of land containing 7,187,863 sq.ft., or 165.0106 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1766
Date: March 2019





PROJ.NO.: 1766	LONE MOUNTAIN RANCH B.O.R. PROPERTY MARICOPA COUNTY, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR. 2019		
SCALE: N.T.S.		
DRAWN BY: JDL	EXHIBIT	
CHECKED BY: KJP		



CENTER OF
SECTION 24, T5N, R2W
L23

163RD AVENUE

NORTHWEST CORNER
SECTION 19, T5N, R1W
FOUND 3" MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HAND HOLE, DOWN
STAMPED T5N, R1W, S18, S19,
R2W, S13, S24, RLS 35865
DATED 2017

N89°51'15"W 2682.76'

N00°01'46"W 2636.06'
1828.24'

WEST QUARTER CORNER
SECTION 19, T5N, R1W
FOUND 3" MCDOT BRASS CAP IN
HAND HOLE, DOWN 6", STAMPED
MCDOT T5N, R1W, S19, R2W, S24;
RLS 36562, DATED 2017, P.O.B.

SEE SHEET 1

NORTHERLY
LINE 1995-
0433967,
M.C.R.

N00°01'48"W 2643.01'
1877.46'

SOUTHWEST CORNER
SECTION 19, T5N, R1W
FOUND 3" G.L.O. BRASS CAP
IN HAND HOLE, DOWN 10"
STAMPED U.S.G.L.O.S., T5N, R1W,
S19, S20, R2W, S24, S25,
DATED 1916

N89°47'09"W 2686.38'

DIXILETA DRIVE
SHEET 2 OF 3



PROJ.NO.: 1766
DATE: MAR. 2019
SCALE: N.T.S.
DRAWN BY: JDL
CHECKED BY: KJP

LONE MOUNTAIN RANCH
B.O.R. PROPERTY
MARICOPA COUNTY, ARIZONA
EXHIBIT


HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	N00°01'46"W	807.81'	L21	N89°44'49"W	2587.17'
L2	N72°26'27"E	1715.51'	L22	N00°00'32"E	660.97'
L3	N60°56'47"E	869.45'	L23	S89°44'32"E	2641.72'
L4	N79°22'55"E	292.19'			
L5	S00°04'08"E	1809.55'			
L6	S89°49'37"E	826.69'			
L7	S57°57'11"W	214.27'			
L8	S32°02'49"E	50.00'			
L9	S57°57'11"W	100.00'			
L10	N32°02'49"W	50.00'			
L11	S57°57'11"W	559.95'			
L12	S32°02'49"E	100.00'			
L13	S57°57'11"W	200.00'			
L14	N32°02'49"W	125.59'			
L15	S85°25'58"W	1808.30'			
L16	S04°34'02"E	50.00'			
L17	S85°25'58"W	100.00'			
L18	N04°34'02"W	50.00'			
L19	S85°25'58"W	741.86'			
L20	N00°01'48"W	109.44'			



SHEET 3 OF 3

PROJ.NO.: 1766	LONE MOUNTAIN RANCH B.O.R. PROPERTY MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR. 2019		
SCALE: NONE		
DRAWN BY: JDL		
CHECKED BY: KJP		

**LONE MOUNTAIN RANCH
A.S.L.D. PROPERTY #2
LEGAL DESCRIPTION**

That portion of land being situated within the Northwest quarter of Section 19, Township 5 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Northwest corner of said Section 19 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole, accepted as the West Quarter corner thereof bears South 00°01'46" East, 2636.06 feet;

Thence South 89°51'15" East, 2682.76 feet along the north line of said Northwest quarter to the North quarter corner thereof;

Thence South 00°04'08" East, 827.79 feet along the north-south mid-section line of said Section 19;

Thence leaving said north-south mid-section line, South 79°22'55" West, 292.19 feet;

Thence South 60°56'47" West, 869.45 feet;

Thence South 72°26'27" West, 1715.51 feet;

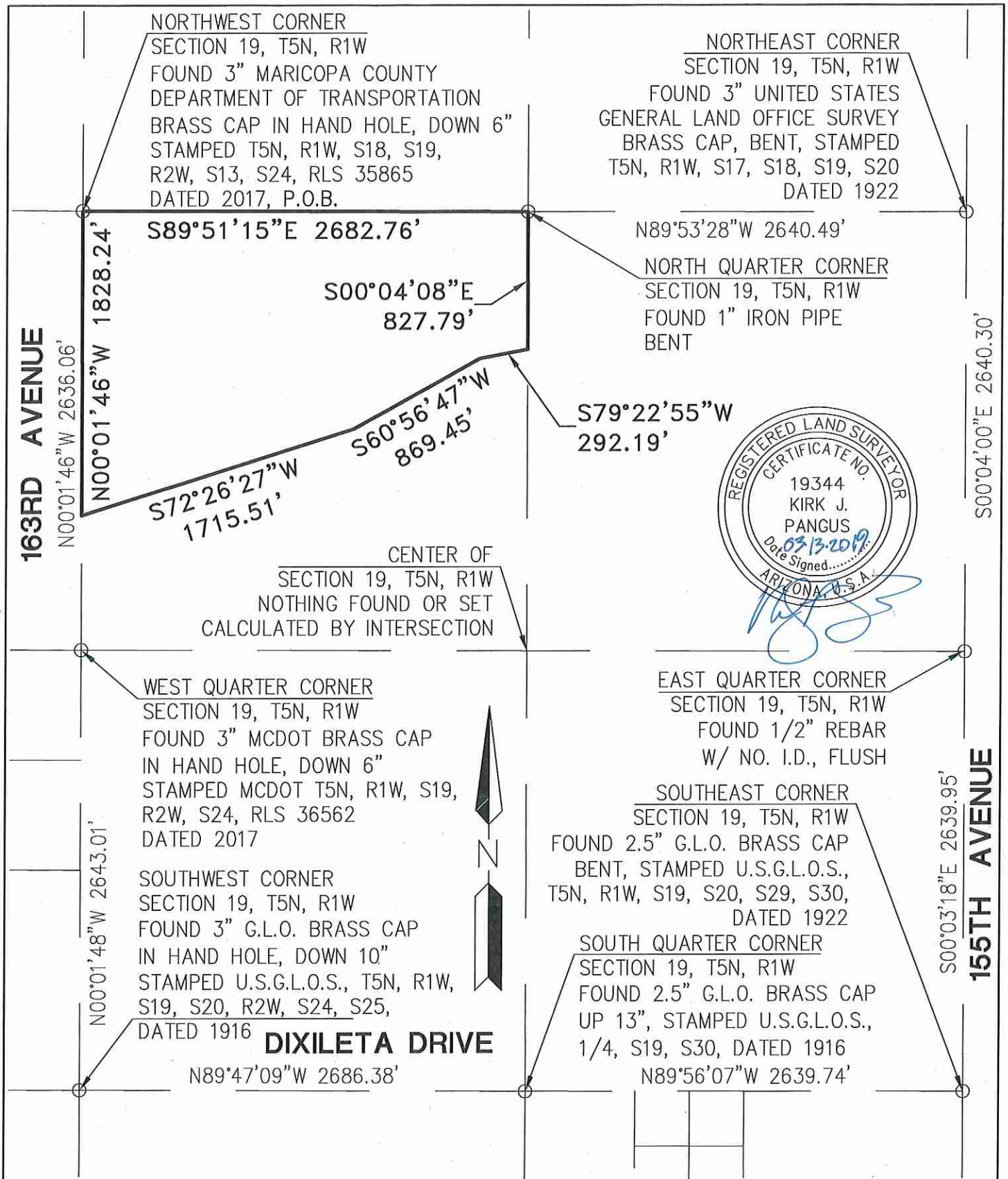
Thence North 00°01'46" West, 1828.24 feet along the west line of said Northwest quarter, to the **POINT OF BEGINNING**.

Said portion of land containing 3,641,414 sq.ft., or 83.5954 acres, more or less being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1766
Date: March 2019





PROJ.NO.: 1766	LONE MOUNTAIN RANCH A.S.L.D. PROPERTY #2 MARICOPA COUNTY, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR. 2019		
SCALE: N.T.S.		
DRAWN BY: JDL		
CHECKED BY: KJP		

RESOLUTION # 2019-42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE PRE--ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND MARISOL 163 AND FGR PROPERTY INVESTMENTS V PERTAINING TO PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF 163RD AVENUE AND LONE MOUNTAIN ROAD.

WHEREAS, the City is authorized to annex unincorporated property pursuant to Arizona Revised Statutes § 9-471;

WHEREAS, the City is also authorized to enter into development agreements, pursuant to Arizona Revised Statutes § 9-500.05, for development of property setting forth, among other things, conditions, terms, restrictions, and requirements for annexation;

WHEREAS, Marisol Ranch 163, LLC, an Arizona Limited Liability Corporation ("Marisol") owns approximately 163 acres of land in unincorporated Maricopa County, Arizona, generally located on the northeast corner of 163rd Avenue and Lone Mountain Road, as more particularly described on Exhibit "A" (the "Marisol Property") to the Pre-Annexation Development Agreement ("Agreement") that is the subject of this Resolution attached as Exhibit "A" hereto;

WHEREAS, FGR Property Investments V, LLC, an Arizona Limited Liability Corporation ("FGR") owns approximately 470.05 acres of land in unincorporated Maricopa County, Arizona, also generally located on the northeast corner of 163rd Avenue and Lone Mountain Road adjacent to the Marisol Property, as more particularly described on Exhibit "B" (the "FGR Property") to the Agreement;

WHEREAS, the State of Arizona owns approximately 360 acres of land held in Trust and administered by the State Land Commissioner and the Arizona State Land Department (collectively, "ASLD") in unincorporated Maricopa County, Arizona generally located on the southeast corner of 163rd Avenue and Lone Mountain Road and north of Dixileta Road, that is the subject of a separate Pre-Annexation Development Agreement;

WHEREAS, ASLD, Marisol, and FGR have petitioned the City to annex the Property, the Marisol Property, and FGR Property as part of a larger annexation area to become incorporated within the City of Surprise;

WHEREAS, City staff and Marisol and FGR have agreed upon the subject Agreement for future development of the Marisol Property and the FGR Property, which sets forth, among other things: (1) conditions, terms, restrictions, and requirements for annexation of the Marisol Property and the FGR Property into the City of Surprise; (2)

future consideration by the Planning and Zoning Commission and the City Council of Planned Area Development ("PAD") zoning for the Marisol Property and the FGR Property as permitted by the Surprise Unified Development Code ("SUDC"); and (3) other matters related to future development of the Marisol Property and the FGR Property; and

WHEREAS, the City of Surprise and Marisol and FGR now desire to obtain City Council approval for entry into the Agreement, attached as Exhibit "A", for the purpose of setting forth certain obligations and commitments relative to the future annexation and development of the Marisol Property and the FGR Property.

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

Section 1. The Pre-Annexation Development Agreement between the City of Surprise and Marisol 163, LLC, and FGR Property Investments V, LLC, attached hereto as Exhibit "A," is hereby approved.

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City of Surprise and any other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



City Council

April 16, 2019



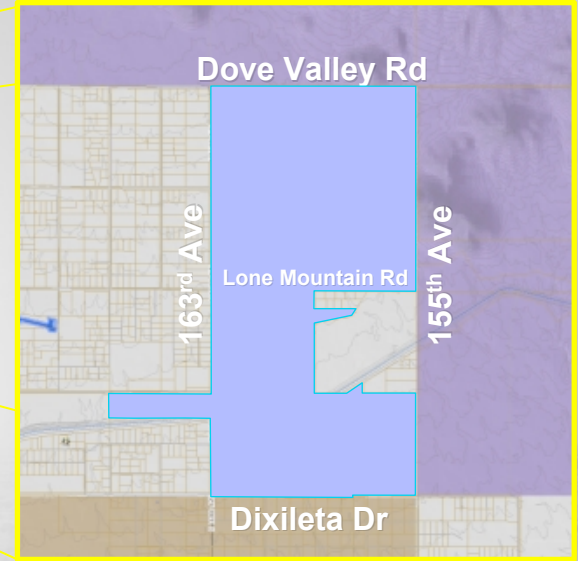
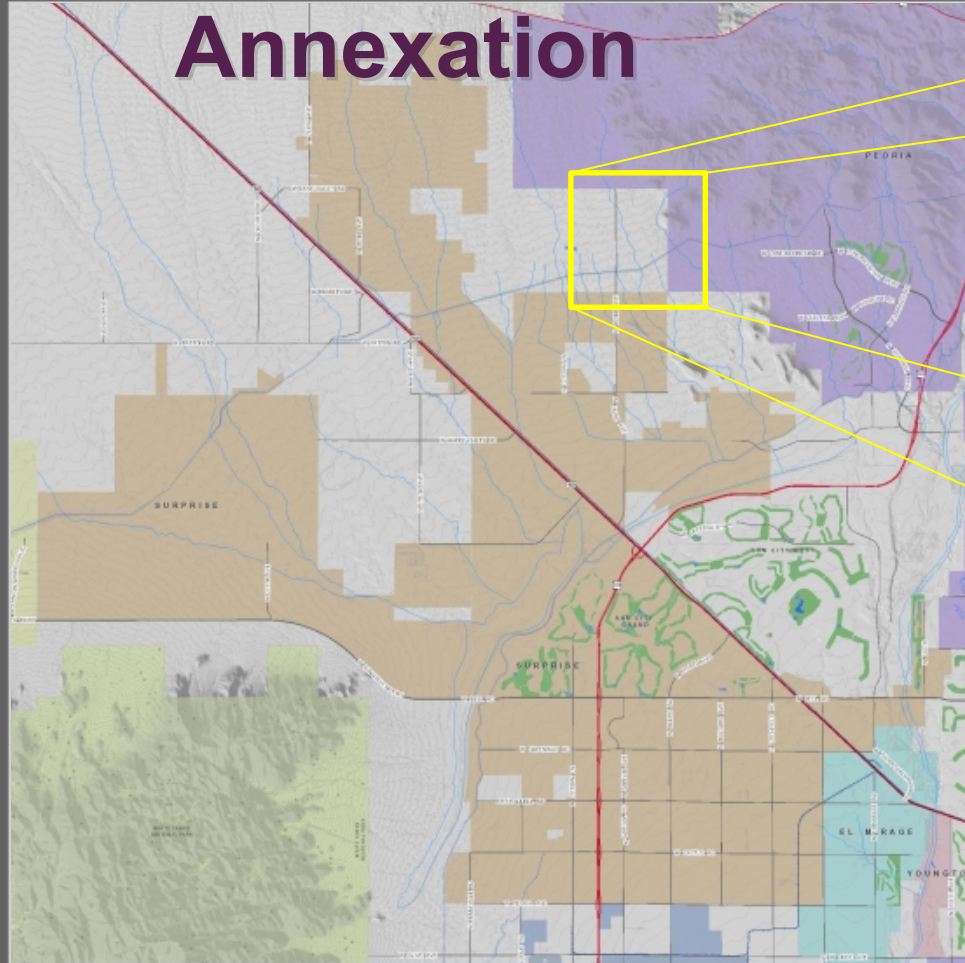
FS18-417

Pre-Annexation Development Agreements

Marisol Ranch

Arizona State Lands Department (ASLD)

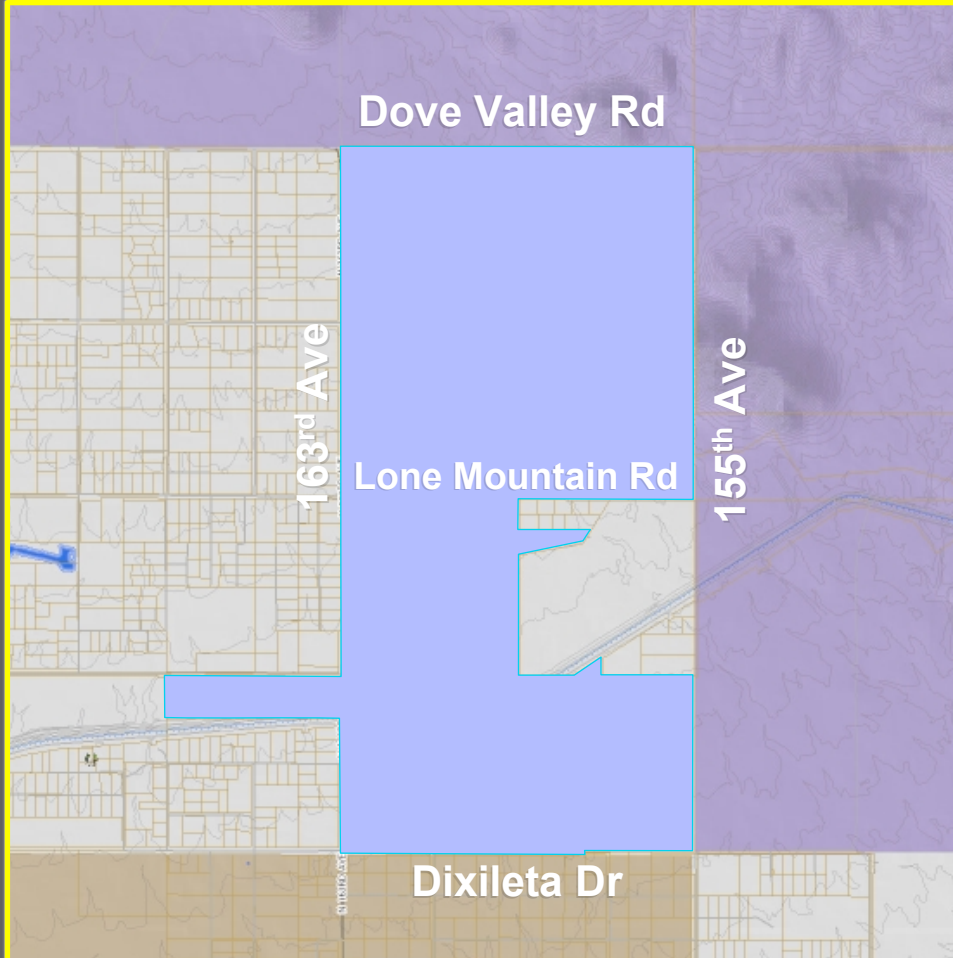
Annexation



-  Existing Maricopa County Limits
-  Existing Surprise Incorporated Limits
-  Existing Peoria Incorporated Limits
-  Marisol Ranch Annexation Boundary

FS18-149

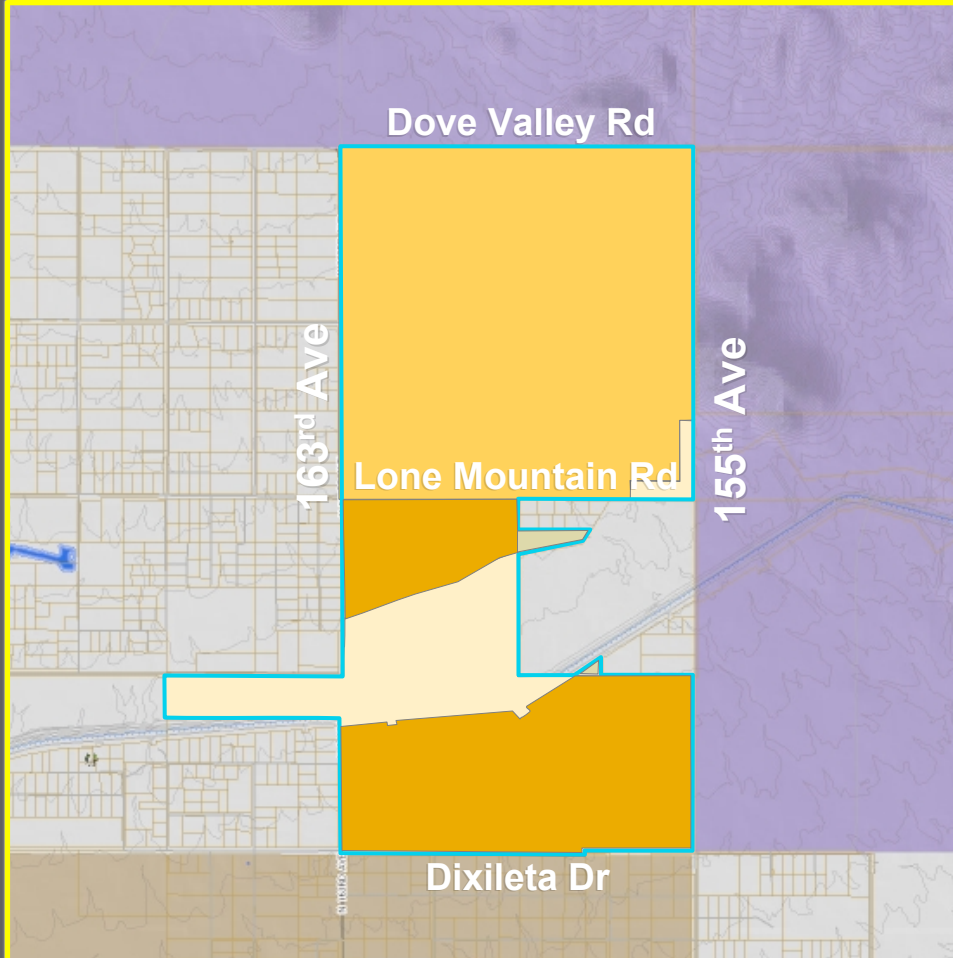
Annexation



-  Existing Maricopa County Limits
-  Existing Surprise Incorporated Limits
-  Existing Peoria Incorporated Limits
-  Marisol Ranch Annexation Boundary

FS18-149

Annexation



- Existing Maricopa County Limits
- Existing Surprise Incorporated Limits
- Existing Peoria Incorporated Limits
- Marisol Ranch Annexation Boundary
- Marisol Ranch Development Agreement
- ASLD Development Agreement
- Federal BOR Land
- Private Land

FS18-149

Next Steps

Resolution for the Intent to Annex - Completed

- City Council – December 4, 2018
- Reach out to County Assessor and Dept of Revenue

File Blank Petition:

- Begins 30-day waiting period;

Public Hearing:

- City council has public hearing to discuss the annexation proposal
- Date TBD

Obtain signatures on annexation petitions

- Petition complete
- City Council adopts annexation ordinance

Concurrent Cases

Planning and Zoning Commission and City Council

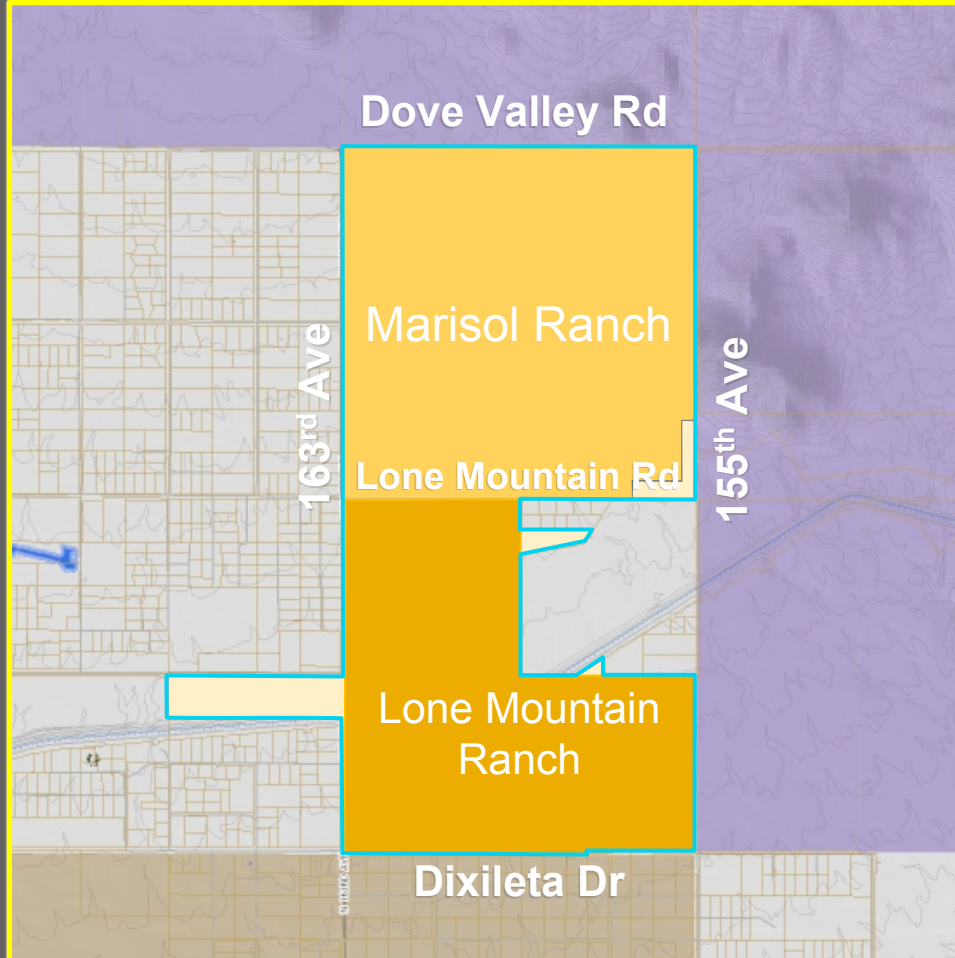
➤ **FS18-455 Marisol Ranch Rezoning:**

- ✓ Rezoning to remove waste water treatment facility
- ✓ Request an additional 388 dwelling units
- ✓ Amend the development parcels (quantity and layout)

➤ **FS18-459 Lone Mountain Ranch Rezoning:**

- ✓ Rezone from RR to Surprise PAD (including RR, RM, RH, and CC)

Concurrent Cases



-  Existing Maricopa County Limits
-  Existing Surprise Incorporated Limits
-  Existing Peoria Incorporated Limits
-  Marisol Ranch Annexation Boundary
-  Surprise Marisol Ranch Rezoning
 - RL and RM
 - OS
 - CN
-  Surprise Lone Mountain Ranch Rezoning

FS18-149



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 7, 2019

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the City of Surprise affirming its support for a regional model that addresses homelessness in Surprise and throughout the far northwest valley; Resolution #2019-44.

Motion:

I move to approve Resolution 2019-44.

Background:

The city recognizes the importance of reducing homelessness in Surprise and throughout the far Northwest Valley, and supports the efforts of staff along with the staffs and Mayors and Councils of the Cities of El Mirage and Youngtown, as well as various non-profit companies, in a cooperative effort to reduce homelessness in the Northwest Valley.

The I-HELP model, which is currently being utilized successfully in several east and west valley communities, has been found to be effective in providing access to safe shelter, personalized service plans detailing the steps necessary to transition to a life of stability, as well as links to healthcare resources including substance abuse, behavioral health counseling, primary care and health screenings, employment and job training resources, and housing and benefits advocacy.

Objective Analysis:

This is a no-cost shared resolution with the Cities of El Mirage and Youngtown, wherein the Cities will promote the I-HELP model and its wrap around services as a way to assist individuals experiencing homelessness in the local area in partnership with a number of non-profit entities.

Policy Compliant:

This action is compliant with City and Council policy.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. Res. 2019-44 with El Mirage and Youngtown
 2. HSCV Staff Report - IHELP Regional Resolution
 3. Presentation to Council - IHELP Resolution
-

RESOLUTION # 2019-44

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AFFIRMING ITS SUPPORT FOR ADDRESSING AND REDUCING HOMELESSNESS IN SURPRISE AND THROUGHOUT THE FAR NORTHWEST VALLEY.

WHEREAS, the Mayor and Council recognize the importance of reducing homelessness in Surprise and throughout the far Northwest Valley, and support the efforts of City Staff along with the staffs and Mayors and Councils of the Cities of El Mirage and Youngtown, as well as various non-profit companies, in a cooperative effort to reduce homelessness in the Northwest Valley;

WHEREAS, in August 2018 the Mayor and Council of Surprise funded an Interfaith Homeless Emergency Lodging Program ("I-HELP") feasibility study conducted by Lutheran Social Services of the Southwest (LSS-SW);

WHEREAS, I-HELP is part of the larger Maricopa County system of addressing homelessness in collaboration with the MAG Regional Continuum of Care (CoC). I-HELP seeks to provide local shelter options, while supporting a coordinated regional plan to end homelessness while igniting investment in the region;

WHEREAS, the I-HELP model, which is currently being utilized successfully in several east and west valley communities, has been found to be effective in providing access to safe shelter, personalized service plans detailing the steps necessary to transition to a life of stability, as well as links to healthcare resources including substance abuse, behavioral health counseling, primary care and health screenings, employment and job training resources, and housing and benefits advocacy; and

WHEREAS, this cooperative partnership is a no-cost agreement with the Cities of El Mirage and Youngtown, wherein the Cities will promote the I-HELP model and its wrap around services as a way to assist individuals experiencing homelessness in the local area in partnership with a number of non-profit entities.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council support the I-HELP model for the far Northwest Valley with the overall objective being that individuals experiencing homelessness can move into appropriate housing, leading to increased prosperity and improved health outcomes through the I-HELP program.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



HUMAN SERVICE AND COMMUNITY VITALITY

Date: May 7, 2019
To: Mayor and City Council Members
From: Seth Dyson, Human Services and Community Vitality Director
Re: Regional Resolution Supporting the I-HELP Model

Introduction

The Interfaith Homeless Emergency Program (I-HELP) is designed to provide temporary shelter to eligible individuals experiencing homelessness on a short-term basis with the goal of connecting people to housing, employment, health care and other critical services.

Background

This topic first arose in Surprise through the Compassionate Surprise initiative in 2011. I-HELP has been very successful in other parts of the valley, led by non-profit organizations with support from local governments and other donors. The other I-HELP communities:

- **Chandler/Gilbert** (AZCEND)
 - FY 16 served 374 adults, 7,137 bed nights. 86 gained housing (23%)
- **Tempe** (Tempe Community Action Agency)
 - 35-40 adults per night, dinner, shower, case mgt.
- **Mesa** – (Lutheran Social Services)
 - 231 lodged, 24% permanent housing, 25% employed (women only program)
- **Avondale/Goodyear/Litchfield Park** – (Lutheran Social Services)
 - Newest I-HELP program, 62 lodged, 67% permanent housing, 50% employed

In August 2018 the Surprise City Council Surprise funded an Interfaith Homeless Emergency Lodging Program (“I-HELP”) feasibility study conducted by Lutheran Social Services of the Southwest (LSS-SW) through the Surprise Community Outreach Program.

Need

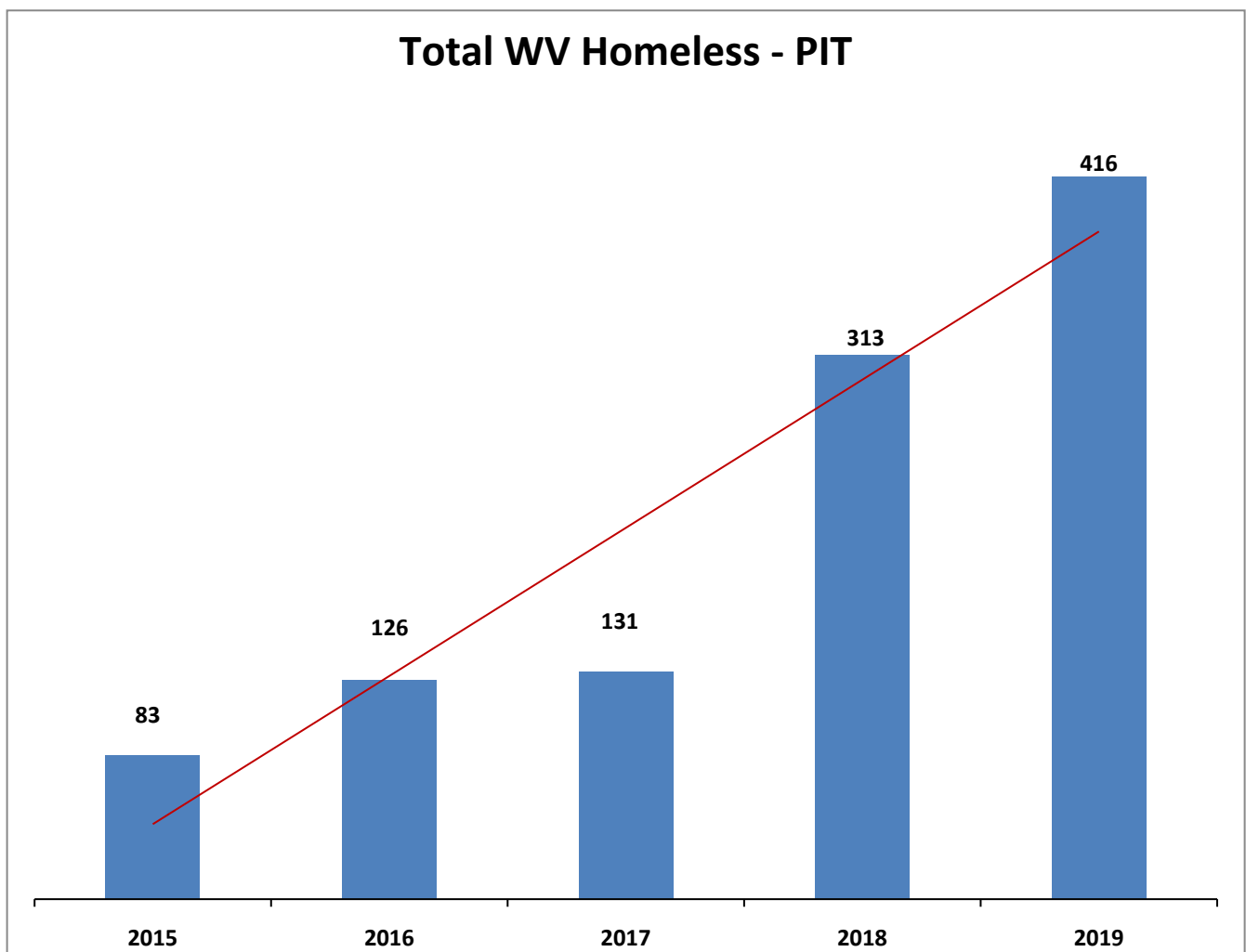
- 2018 Homeless Data¹:
 - Nation: 552,830
 - AZ: 7,259 (AZ #4 for largest change in homelessness at 11.9%)
 - Maricopa County: 6,298 (27% increase in unsheltered, mostly in suburbs)
 - Surprise 2018: 39 (Includes Aqua Fria Riverbed)
 - Surprise 2019: 33* (Includes Aqua Fria Riverbed)(*tentative number)

¹ 2018 Annual Homeless Assessment Report to Congress, Point-in-Time Estimates of Homelessness. U.S. Department of Housing & Urban Development Office of Community Planning December 2018

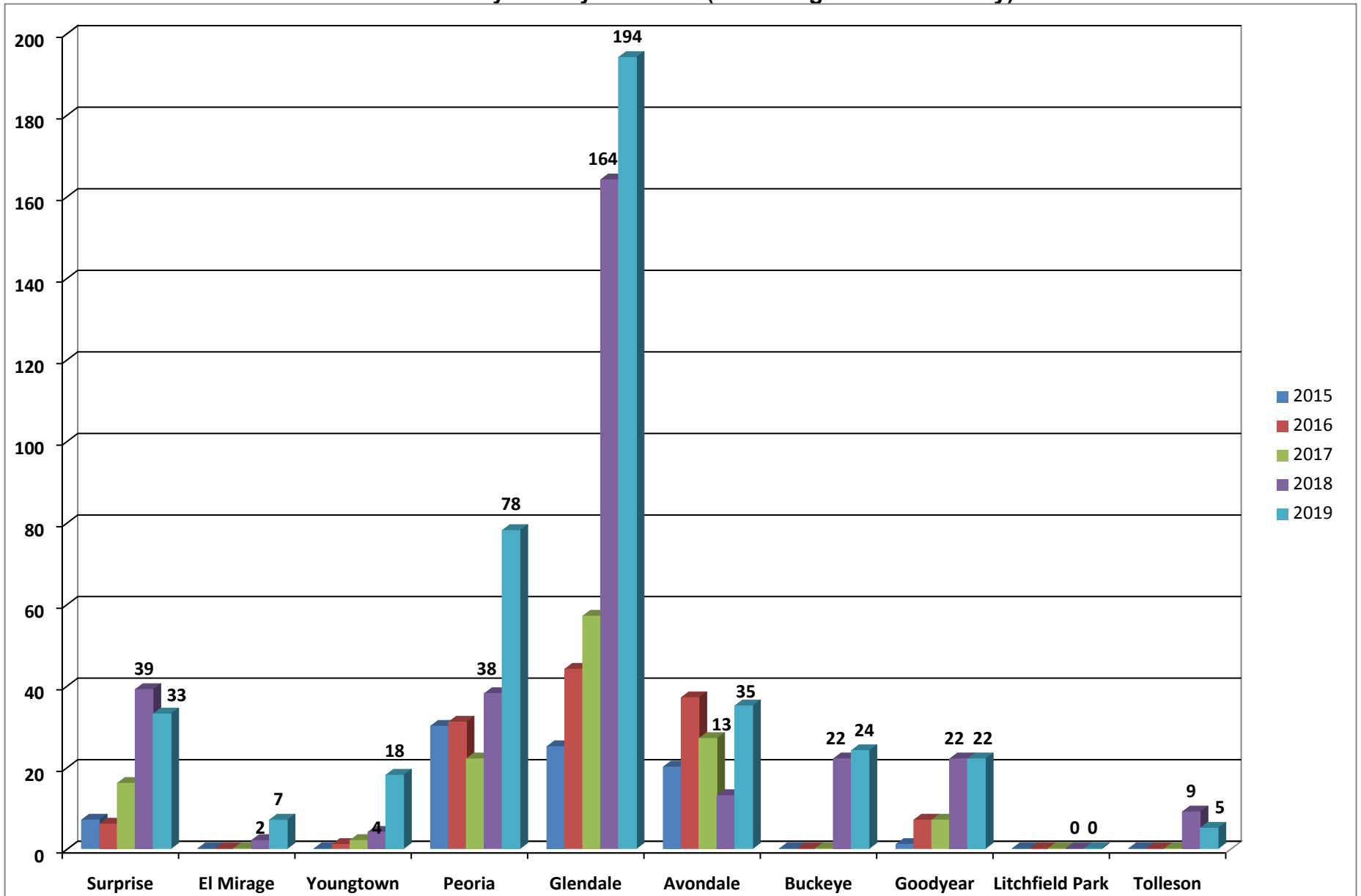
- In general, almost all individuals surveyed during the annual homeless 'Point in Time' (PIT) count 2018 and those that visited the Surprise Resource Center do not want to leave the region.
- 2019 preliminary data shows a 22% increase in unsheltered homelessness in the Maricopa County area.
- City of Surprise trends:

HUD Homeless Point in Time Count - Surprise	2014	2015	2016	2017	2018	2019*
	0	7	6	16	39	33

- West Valley Trends 2018 – 2019* (*2019 data is preliminary)
 - WV cities include Surprise, El Mirage, Youngtown, Peoria, Glendale, Avondale, Buckeye, Goodyear, Litchfield Park & Tolleson

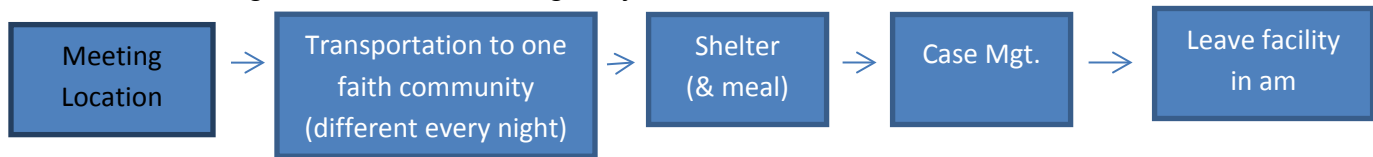


PIT Data by WV City 2015-2019 (* 2019 Figures Preliminary)



How I-HELP Works

After assessing the individual for eligibility:



Regional Partners

El Mirage, Youngtown and Maricopa County

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

MAG Point in Time Homeless Count		
City	2018	2019
Surprise	39	33
El Mirage	2	7
Youngtown	4	18
Peoria	38	78
Glendale	164	194
Avondale	13	35
Buckeye	22	24
Goodyear	22	22
Litchfield Park	0	0
Tolleson	9	5
Total	313	416
Proposed I-HELP Area Total	45	58

Cost

This cooperative partnership is a no-cost agreement with the Cities of El Mirage and Youngtown, wherein the Cities will promote the I-HELP model and its wrap around services as a way to assist individuals experiencing homelessness in the local area in partnership with a number of non-profit entities.

Recommendation

Council approval of the regional no-cost resolution in support of an I-HELP model in the Northwest Valley.



Regional Resolution in Support of I-HELP Model

Human Service & Community Vitality | May 7, 2019



Resolution

- General support for the model
- No cost resolution
- City Councils of El Mirage & Youngtown approved resolution Apr 16 & Apr 18
- Maricopa County Partnership



County Partnership & Support Areas

- Provides \$ 89,000 for Crisis Assistance and Case Management
- Provides \$633,000 for utility and rental assistance. Served 1,734 individuals, YTD
- Provides \$56,000 (50%) for dedicated Workforce Coordinator
- Provided employment and training services to 471 youth and adult residents, YTD
- Funds Early Head Start Child Care Partnership classrooms (3) with 37 children and provides family supports
- Provides 46 Seniors with case management, connecting home-based services, YTD
- Provided utility repair/replacements (14) and home weatherization (17) to families - FY 18

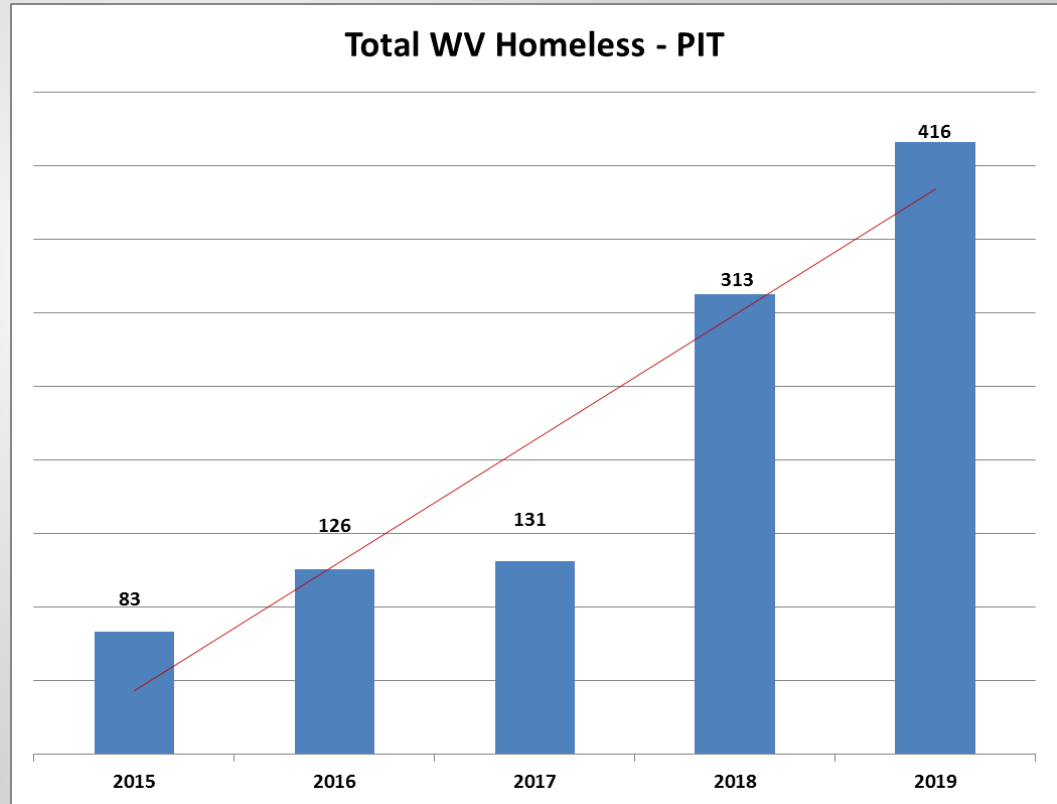


Homelessness in WV

WV Region:

- Surprise
- El Mirage
- Youngtown
- Peoria
- Glendale
- Avondale
- Litchfield Park
- Buckeye
- Goodyear
- Tolleson

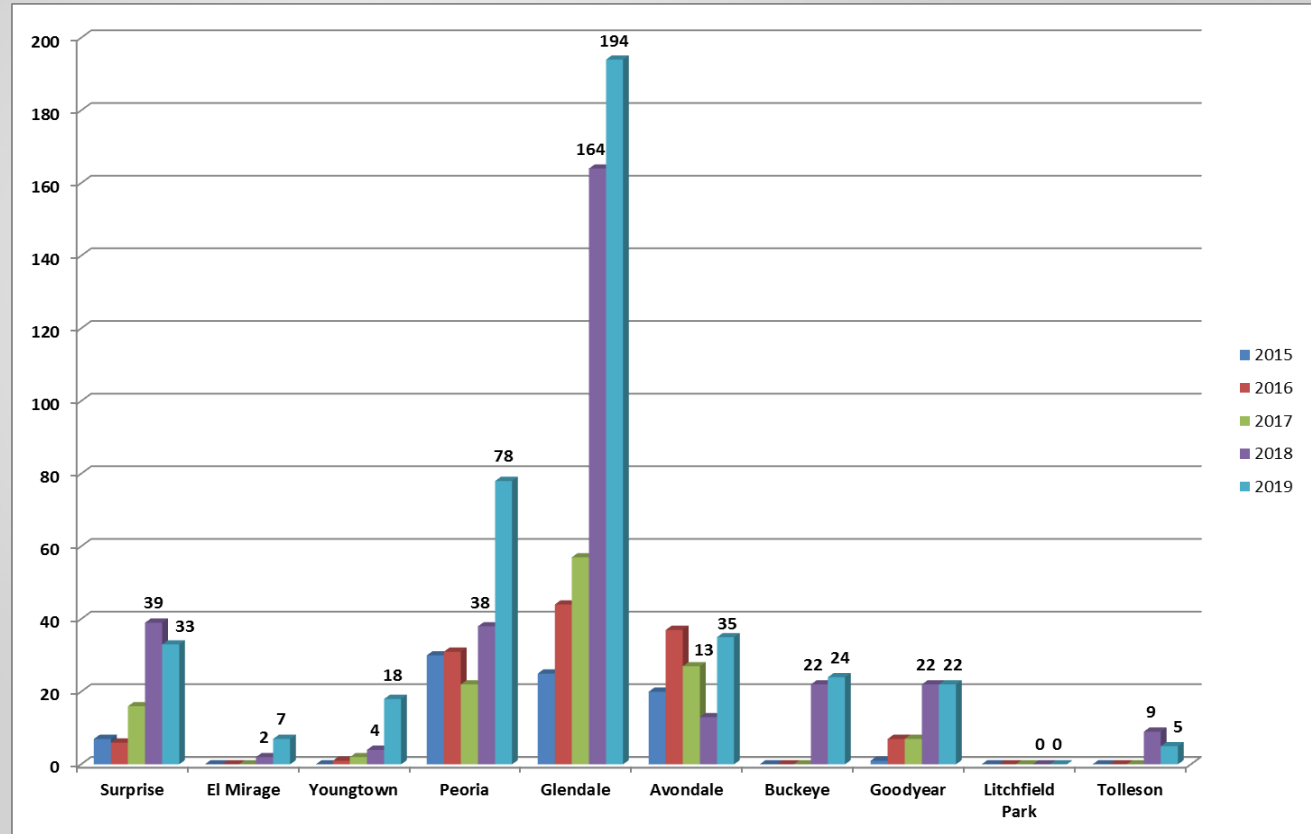
Source: MAG PIT Count. (2019 Data is preliminary)





WV Homeless Trends

Data source:
Homeless Point in
Time Count.
(2019 figures are
preliminary)





NW I-HELP Region

Proposed NW I-HELP Region:

El Mirage, Surprise, Youngtown, Maricopa County Unincorporated Areas

MAG Point in Time Homeless Count		
City	2018	2019
Surprise	39	33
El Mirage	2	7
Youngtown	4	18
Peoria	38	78
Glendale	164	194
Avondale	13	35
Buckeye	22	24
Goodyear	22	22
Litchfield Park	0	0
Tolleson	9	5
Total	313	416
Proposed I-HELP Area Total	45	58



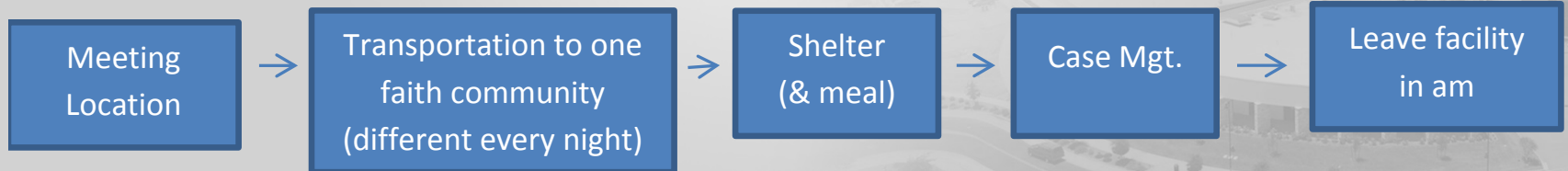
What is I-HELP?

The Interfaith Homeless Emergency Program (I-HELP) is designed to provide temporary shelter to eligible individuals experiencing homelessness on a short-term basis with the goal of connecting people with housing, employment, health care and other critical services.





How Does I-HELP Work?





Why I-HELP?

- Regional approach to addressing homelessness
- Provides a regional option for temporary shelter
- Lower cost model than permanent shelter
- Model service size aligned with regional demand
- Model includes case management
- Regional resolution could attract investment for this model



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 7, 2019

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

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

Consideration and action adopting the tentative expenditure limitation budget for FY2020 and authorizing publication of said tentative budget; Resolution # 2019-55.

Motion:

I move to approve Resolution # 2019-55

Background:

The adoption of the tentative budget is the first in a series of three actions by the Mayor and Council that will establish the FY2020 budget and property tax levy amount. The tentative budget sets the maximum expenditure limit for FY2020. After it is adopted, the total expenditures cannot be modified to a higher amount, but can be reduced. The budget forms that serve as exhibit A to the resolution will be published twice prior to a public hearing and adoption of the final budget that is scheduled to occur on June 4th. The final step of adopting the property tax levy will follow on June 18th.

Objective Analysis:

This is the first formal step in the process of adopting and finalizing the FY2020 budget.

Policy Compliant:

This resolution is compliant with City and Council policy.

Financial Impact:

Not applicable; however, items discussed may have an impact on future operations

Budget Impact:

This action will set the maximum expenditure limit for FY2020. Revision can be made to decrease, but not increase the total expenditure amount for the final budget

FTE Impact:

Adoption of the tentative budget will increase the number of FTEs in the FY2020 budget.

ATTACHMENTS:

1. Tentative Budget

2. Res 2019-55 Tentative Budget



FY2020 Tentative Budget

City Council Meeting

May 1, 2018

FY2020 Tentative Budget

- Sets maximum expenditure limit
- Can reduce but cannot increase
- Can make revisions without increasing total

FY2020 Tentative Budget

Category	2020 CM Rec.	2019 Tentative	\$ Variance	% Variance
Operating Expenses	\$ 184.9	\$ 186.3	\$ 1.4	0.8%
Capital Improvement	106.4	104.8	(1.6)	(1.5%)
Debt Service	10.7	10.7	0.0	0.0%
Contingency	76.4	75.6	(0.9)	(1.2%)
Transfers Out	35.6	36.2	0.6	1.7%
Total	\$ 414.0	\$ 413.6	(\$ 0.4)	(0.1%)

Amounts in millions

FY2020 Primary and Secondary Property Tax

	Current Rate	Current Levy	Proposed Rate	Proposed Levy
Primary Property Tax	\$0.7591	\$7,879,900	\$0.7591	\$8,551,100
Secondary Property Tax	\$0.4200	\$4,359,900	\$0.3880	\$4,371,000

Public Notice Posting Requirement

TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, THE CITY OF SURPRISE IS NOTIFYING ITS PROPERTY TAXPAYERS OF THE CITY OF SURPRISE'S INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. THE CITY OF SURPRISE IS PROPOSING AN INCREASE IN PRIMARY PROPERTY TAXES OF \$383,005 OR 4.7%.

FOR EXAMPLE, THE PROPOSED TAX INCREASE WILL CAUSE THE CITY OF SURPRISE'S PRIMARY PROPERTY TAXES ON A \$100,000 HOME TO BE \$75.91 (TOTAL PROPOSED TAXES INCLUDING THE TAX INCREASE). WITHOUT THE PROPOSED TAX INCREASE, THE TOTAL TAXES THAT WOULD BE OWED ON A \$100,000 HOME WOULD HAVE BEEN \$72.51.

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD JUNE 4, 2019 AT 6:00 PM AT THE CITY OF SURPRISE COUNCIL CHAMBERS, 16000 N. CIVIC CENTER PLAZA, [SURPRISE, AZ, 85374](#).

Budget Calendar

- Publish budget and truth in taxation
 - May 21
 - May 28
- Final budget adoption and hearing
 - June 4
- Property Tax Levy Adoption
 - June 18
 - City of Surprise, primary and secondary
 - SLIDs
 - Marley Park



QUESTIONS OR COMMENTS?

Thank You

RESOLUTION 2019-55

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA SETTING FORTH THE TENTATIVE BUDGET IN CONFORMANCE WITH THE EXPENDITURE LIMITATION FOR THE CITY OF SURPRISE FOR FISCAL YEAR 2020.

WHEREAS, pursuant to the provisions of the laws of the State of Arizona, the Mayor and Council of the City of Surprise is required to adopt a budget; and

WHEREAS, the City Manager has prepared and filed with the City Council the City Manager's tentative budget and estimates of expenses for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

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

Section 1. That the statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the City's official tentative budget and estimates of expenses for the fiscal year beginning July 1, 2019, and ending June 30, 2020, in conformance with the expenditure limitation.

Section 2. That upon approval of the City Council a summary of such official tentative budget and estimates of expenses shall be published in the official City newspaper once a week for two consecutive weeks.

Section 3. That a public hearing shall be held beginning at or after 6:00 p.m. on June 4, 2019, at the Surprise City Council Chambers, 16000 N. Civic Center Plaza, Surprise, Arizona 85374, at which time any taxpayer may appear and be heard in favor of or against any proposed expenditure or tax levy.

Section 4. That in accordance with Section 42-17107, Arizona Revised Statutes, the Truth in Taxation notice shall be published twice in the Daily News Sun or other newspaper of general circulation, at least fourteen but not more than twenty days before, and at least seven but not more than ten days before, the Truth in Taxation hearing, which shall be combined with the public hearing of June 4, 2019, beginning at or after 6:00 p.m. at the City of Surprise Council Chambers 16000 N Civic Center Plaza, Surprise, Arizona.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"

Fiscal Year 2020 Budget Statements and Schedules

City of Surprise
TABLE OF CONTENTS
Fiscal Year 2020

Resolution for the Adoption of the Budget

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B—Tax Levy and Tax Rate Information

Schedule C—Revenues Other Than Property Taxes

Schedule D—Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers

Schedule E—Summary by Department of Expenditures/Expenses Within Each Fund Type

Schedule F—Summary by Department of Expenditures/Expenses

Schedule G—Summary by Full-Time Employees and Personnel Compensation

CITY OF SURPRISE
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2020

Fiscal Year		S c h	FUNDS							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2019	Adopted/Adjusted Budgeted Expenditure/Expenses*	E	108,692,850	46,156,750	7,800,700	64,664,700	0	81,445,300	18,266,600	327,026,900
2019	Actual Expenditures/Expenses**	E	106,687,000	18,267,300	7,723,700	19,396,300	0	71,476,200	14,199,700	237,750,200
2020	Fund Balance/Net Position at July 1***		37,470,800	3,451,500	89,400	77,941,500	0	55,015,200	11,539,900	185,508,300
2020	Primary Property Tax Levy	B	8,551,100	0	0	0		0	0	8,551,100
2020	Secondary Property Tax Levy	B	0	0	4,370,900	0		0	0	4,370,900
2020	Estimated Revenues Other than Property Taxes	C	107,787,900	46,592,300	0	9,977,400	0	58,848,900	16,467,000	239,673,500
2020	Other Financing Sources	D	0	0	0	0	0	1,000,000	0	1,000,000
2020	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2020	Interfund Transfers In	D	6,915,800	3,186,600	3,432,000	2,635,700	0	20,023,600	0	36,193,700
2020	Interfund Transfers (Out)	D	(5,497,200)	(2,663,900)	0	(1,859,200)	0	(26,173,400)	0	(36,193,700)
2020	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									
2020	Total Financial Resources Available		155,228,400	50,566,500	7,892,300	88,695,400	0	108,714,300	28,006,900	439,103,800
2020	Budgeted Expenditures/Expenses	E	118,320,100	51,188,200	7,878,700	86,132,100	0	93,880,200	19,949,100	377,348,400

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditure/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2019	2020
1.	\$ 327,026,900	\$ 377,348,400
2.	(2,732,600)	(2,882,400)
3.	323,357,900	373,375,200
4.	53,900,700	58,509,000
5.	\$ 269,457,200	\$ 314,866,200
6.	\$ 1,048,246,472	\$ 1,095,795,955

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY/TOWN OF SURPRISE
Tax Levy and Tax Rate Information
Fiscal Year 2020

	<u>2019</u>	<u>2020</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>9,918,764</u>	\$ <u>10,487,576</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ <u> </u>	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>7,879,900</u>	\$ <u>8,551,100</u>
B. Secondary property taxes	<u>4,359,900</u>	<u>4,370,900</u>
C. Total property tax levy amounts	\$ <u>12,239,800</u>	\$ <u>12,922,000</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>7,879,900</u>	
(2) Prior years' levies		
(3) Total primary property taxes	\$ <u>7,879,900</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>4,359,900</u>	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ <u>4,359,900</u>	
C. Total property taxes collected	\$ <u>12,239,800</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.7591</u>	<u>0.7591</u>
(2) Secondary property tax rate	<u>.4200</u>	<u>0.3880</u>
(3) Total city/town tax rate	<u>1.1791</u>	<u>1.1471</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>110</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUE 2019	ACTUAL REVENUES 2019*	ESTIMATED REVENUES 2020
GENERAL FUND			
Charges for Services/Other			
City Clerk	\$ 210,000	\$ 192,500	\$ 210,000
City Court	1,214,800	1,307,900	1,373,200
Community and Recreation Svcs	2,031,700	1,954,200	2,096,200
Community Development	5,660,100	8,933,800	5,775,000
Economic Development	150,000	150,000	150,000
Finance	84,200	77,300	84,200
Fire - Medical	91,400	147,700	92,700
General Operations	648,600	881,700	899,400
Human Svcs and Comm Vitality	64,500	66,400	69,600
Police	99,300	129,200	133,400
Public Works	1,853,300	3,800,000	2,668,000
	\$ 12,107,900	\$ 17,640,700	\$ 13,551,700
Franchise Fees			
APS Franchise Revenue	\$ 2,763,900	\$ 2,763,900	\$ 2,819,200
Business License Revenue	368,000	386,000	382,000
Cable TV Franchise Revenue	1,220,100	1,300,000	1,217,000
Sanitation Haulers License Rev	64,000	72,000	64,000
Southwest Gas Franchise Rev	308,400	304,400	308,400
Water Franchise Revenue	561,100	580,100	593,400
	\$ 5,285,500	\$ 5,406,400	\$ 5,384,000
Intergovernmental			
Auto Lieu Tax (VLT)-County	\$ 5,827,000	\$ 5,827,000	\$ 5,823,000
Non-Grant Intergovtl Rev-Local	160,000	216,800	200,800
Non-Grant Intergovtl Rev-County	95,500	163,000	150,000
State Fire Ins Premium Tax Rev	338,600	300,000	260,000
State Shared Income Tax Rev	16,287,500	16,236,000	17,347,200
State Shared Sales Tax Rev	13,560,100	13,368,100	14,062,500
	\$ 36,268,700	\$ 36,110,900	\$ 37,843,500
Local Sales Tax			
Bed Tax Revenue	\$ 169,800	\$ 172,000	\$ 172,000
Construction Sales Tax Revenue	1,250,000	1,250,000	1,250,000
Local Sales Tax Revenue	45,163,500	46,903,400	49,586,700
	\$ 46,583,300	\$ 48,325,400	\$ 51,008,700
General Fund Total	\$ 100,245,400	\$ 107,483,400	\$ 107,787,900

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUE 2019	ACTUAL REVENUES 2019*	ESTIMATED REVENUES 2020
SPECIAL REVENUE FUND			
Animal Seizure Bond Forfeiture			
Charges for Services/Other	\$ 1,000	\$ 1,000	\$ 1,000
	\$ 1,000	\$ 1,000	\$ 1,000
Arizona Office of Tourism			
Non-Grant Intergovtl Rev-State	\$ 100,000	\$ 100,000	\$ 100,000
	\$ 100,000	\$ 100,000	\$ 100,000
Donations			
Charges for Services/Other	\$ 541,200	\$ 511,300	\$ 129,500
	\$ 541,200	\$ 511,300	\$ 129,500
Grants			
Charges for Services/Other	\$ 22,356,700	\$ 37,600	\$ 25,068,100
Area Agency on Aging-Federal	60,000	41,900	70,000
DEA-DAG Revenue-Federal	19,400	29,600	53,400
Federal Grant Revenue	1,893,200	673,900	1,257,900
	\$ 24,329,300	\$ 783,000	\$ 26,449,400
Highway User Revenue			
Charges for Services/Other	\$ 2,500	\$ 2,500	\$ 9,500
Highway User Tax Revenue-State	8,335,500	8,335,500	8,560,000
	\$ 8,338,000	\$ 8,338,000	\$ 8,569,500
Highway User Revenue Capital			
Charges for Services/Other	\$ 0	\$ 3,100	\$ 0
	\$ 0	\$ 3,100	\$ 0
LTAF II/ALF			
State Shared Lottery Tax Rev	\$ 357,000	\$ 360,800	\$ 369,100
	\$ 357,000	\$ 360,800	\$ 369,100
Municipal Court Enhancement			
Charges for Services/Other	\$ 86,500	\$ 83,200	\$ 85,800
	\$ 86,500	\$ 83,200	\$ 85,800
Municipal Court FARE			
Non-Grant Intergovtl Rev-State	\$ 3,500	\$ 6,700	\$ 5,500
	\$ 3,500	\$ 6,700	\$ 5,500
Municipal Court JCEF			
Charges for Services/Other	\$ 18,500	\$ 19,300	\$ 20,000
	\$ 18,500	\$ 19,300	\$ 20,000
Municipal Court MFTG			
Non-Grant Intergovtl Rev-State	\$ 6,500	\$ 6,200	\$ 6,500
	\$ 6,500	\$ 6,200	\$ 6,500

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUE 2019	ACTUAL REVENUES 2019*	ESTIMATED REVENUES 2020
Neighborhood Revitalization			
<u>Federal Grant Revenue</u>	\$ 1,411,300	\$ 213,800	\$ 2,540,600
<u>Grant Revenue-Program Income</u>	1,130,700	260,200	973,000
	<u>\$ 2,542,000</u>	<u>\$ 474,000</u>	<u>\$ 3,513,600</u>
Net Premium Seating			
<u>Charges for Services/Other</u>	\$ 30,000	\$ 30,000	\$ 30,000
	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>\$ 30,000</u>
Program 1033 Auction Proceeds			
<u>Charges for Services/Other</u>	\$ 1,000	\$ 0	\$ 1,000
	<u>\$ 1,000</u>	<u>\$ 0</u>	<u>\$ 1,000</u>
SB1398 Fines			
<u>Charges for Services/Other</u>	\$ 15,900	\$ 17,000	\$ 15,900
	<u>\$ 15,900</u>	<u>\$ 17,000</u>	<u>\$ 15,900</u>
SLIDs			
<u>Charges for Services/Other</u>	\$ 0	\$ 1,900	\$ 0
<u>Special Assessment District Property Tax</u>	2,730,300	2,724,100	2,764,600
	<u>\$ 2,730,300</u>	<u>\$ 2,726,000</u>	<u>\$ 2,764,600</u>
SPD RICO			
<u>Charges for Services/Other</u>	\$ 245,000	\$ 100,000	\$ 245,000
	<u>\$ 245,000</u>	<u>\$ 100,000</u>	<u>\$ 245,000</u>
SPD Towing			
<u>Charges for Services/Other</u>	\$ 62,500	\$ 70,000	\$ 62,500
	<u>\$ 62,500</u>	<u>\$ 70,000</u>	<u>\$ 62,500</u>
Sports and Tourism Fund			
<u>Charges for Services/Other</u>	\$ 2,379,900	\$ 2,435,400	\$ 2,493,300
	<u>\$ 2,379,900</u>	<u>\$ 2,435,400</u>	<u>\$ 2,493,300</u>
Spring Trng Ticket Surcharge			
<u>Charges for Services/Other</u>	\$ 689,000	\$ 689,000	\$ 689,000
	<u>\$ 689,000</u>	<u>\$ 689,000</u>	<u>\$ 689,000</u>
Stadium Improvements			
<u>Charges for Services/Other</u>	\$ 137,100	\$ 137,100	\$ 137,100
	<u>\$ 137,100</u>	<u>\$ 137,100</u>	<u>\$ 137,100</u>
Tourism			
<u>Local Sales Tax</u>	\$ 597,700	\$ 605,400	\$ 605,400
	<u>\$ 597,700</u>	<u>\$ 605,400</u>	<u>\$ 605,400</u>
Unclaimed Property Disposal			
<u>Charges for Services/Other</u>	\$ 1,000	\$ 500	\$ 1,000
	<u>\$ 1,000</u>	<u>\$ 500</u>	<u>\$ 1,000</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUE 2019	ACTUAL REVENUES 2019*	ESTIMATED REVENUES 2020
Wildland Fire			
<u>Non-Grant Intergovtl Rev-State</u>	\$ 157,600	\$ 352,000	\$ 297,600
	\$ 157,600	\$ 352,000	\$ 297,600
Special Revenue Fund Total	\$ 43,370,500	\$ 17,849,000	\$ 46,592,300
DEBT SERVICE FUND			
Election 2017 Debt Service			
<u>Charges for Services/Other</u>	\$ 0	\$ 2,600	\$ 0
	\$ 0	\$ 2,600	\$ 0
Stadium Gov Debt Service 2015			
<u>Charges for Services/Other</u>	\$ 0	\$ 1,400	\$ 0
	\$ 0	\$ 1,400	\$ 0
Debt Service Fund Total	\$ 0	\$ 4,000	\$ 0
CAPITAL PROJECTS FUND			
Fire & EMS Dev Fee			
<u>Charges for Services/Other</u>	\$ 2,028,100	\$ 2,740,000	\$ 1,100,000
	\$ 2,028,100	\$ 2,740,000	\$ 1,100,000
General Capital Projects Fund			
<u>Charges for Services/Other</u>	\$ 0	\$ 94,000	\$ 0
<u>Local Sales Tax</u>	2,634,200	4,873,000	3,597,600
	\$ 2,634,200	\$ 4,967,000	\$ 3,597,600
General Govt Dev Fee			
<u>Charges for Services/Other</u>	\$ 437,700	\$ 830,500	\$ 323,200
	\$ 437,700	\$ 830,500	\$ 323,200
Library Dev Fee			
<u>Charges for Services/Other</u>	\$ 0	\$ 0	\$ 20,700
	\$ 0	\$ 0	\$ 20,700
Park & Rec Dev Fee			
<u>Charges for Services/Other</u>	\$ 900,000	\$ 900,000	\$ 1,079,300
	\$ 900,000	\$ 900,000	\$ 1,079,300
Police Dev Fee			
<u>Charges for Services/Other</u>	\$ 500,000	\$ 700,000	\$ 534,800
	\$ 500,000	\$ 700,000	\$ 534,800
Public Works Dev Fee			
<u>Charges for Services/Other</u>	\$ 0	\$ 100,000	\$ 112,100
	\$ 0	\$ 100,000	\$ 112,100

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUE 2019	ACTUAL REVENUES 2019*	ESTIMATED REVENUES 2020
Rds Regional Sig. SPA 3 and 5			
Charges for Services/Other	\$ 100	\$ 100	\$ 0
	\$ 100	\$ 100	\$ 0
Transportation Improvement			
State Grant Revenue	\$ 0	\$ 0	\$ 250,000
Local Sales Tax	2,648,300	3,829,300	2,959,700
	\$ 2,648,300	\$ 3,829,300	\$ 3,209,700
Capital Projects Fund Total	\$ 9,148,400	\$ 14,066,900	\$ 9,977,400
ENTERPRISE FUNDS			
Ground Ambulance Capital Fund			
Federal Grant Revenue	\$ 0	\$ 0	\$ 287,200
	\$ 0	\$ 0	\$ 287,200
Ground Ambulance Service			
Charges for Services/Other	\$ 3,330,000	\$ 3,719,900	\$ 3,972,000
	\$ 3,330,000	\$ 3,719,900	\$ 3,972,000
MPC-Sewer Debt Service 2007			
Charges for Services/Other	\$ 0	\$ 111,600	\$ 0
	\$ 0	\$ 111,600	\$ 0
MPC-Sewer Reserve 2007			
Charges for Services/Other	\$ 0	\$ 14,000	\$ 0
	\$ 0	\$ 14,000	\$ 0
Sewer Operations			
Charges for Services/Other	\$ 18,175,200	\$ 17,935,500	\$ 18,984,800
	\$ 18,175,200	\$ 17,935,500	\$ 18,984,800
Sewer System Dev Impact Fees			
Charges for Services/Other	\$ 1,536,500	\$ 1,926,000	\$ 1,903,500
	\$ 1,536,500	\$ 1,926,000	\$ 1,903,500
Solid Waste Operations			
Charges for Services/Other	\$ 7,925,000	\$ 7,829,900	\$ 10,277,600
	\$ 7,925,000	\$ 7,829,900	\$ 10,277,600
Stormwater Operations			
Charges for Services/Other	\$ 2,026,600	\$ 2,026,600	\$ 2,056,500
	\$ 2,026,600	\$ 2,026,600	\$ 2,056,500

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SURPRISE
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUE 2019	ACTUAL REVENUES 2019*	ESTIMATED REVENUES 2020
Water Operations			
Charges for Services/Other	\$ 16,160,400	\$ 17,664,700	\$ 18,363,900
Groundwater Savings Facility	0	170,000	170,000
	\$ 16,160,400	\$ 17,834,700	\$ 18,533,900
Water Resource Dev Impact Fees			
Charges for Services/Other	\$ 197,500	\$ 197,500	\$ 2,229,900
	\$ 197,500	\$ 197,500	\$ 2,229,900
Water System Dev Impact Fees			
Charges for Services/Other	\$ 603,500	\$ 603,500	\$ 603,500
	\$ 603,500	\$ 603,500	\$ 603,500
Enterprise Funds Total	\$ 49,954,700	\$ 52,199,200	\$ 58,848,900
INTERNAL SERVICE FUND			
Employee Healthcare - Int Svc			
Charges for Services/Other	\$ 12,171,900	\$ 12,855,400	\$ 12,184,400
	\$ 12,171,900	\$ 12,855,400	\$ 12,184,400
Risk Management - Int Svc Fd			
Charges for Services/Other	\$ 2,155,000	\$ 2,208,400	\$ 3,265,500
	\$ 2,155,000	\$ 2,208,400	\$ 3,265,500
Workers' Compensation			
Charges for Services/Other	\$ 974,100	\$ 1,004,100	\$ 1,017,100
	\$ 974,100	\$ 1,004,100	\$ 1,017,100
Internal Service Fund Total	\$ 15,301,000	\$ 16,067,900	\$ 16,467,000
DEBT SERVICE FUND			
FSA Special Account-Agency Fd			
Charges for Services/Other	\$ 0	\$ 300,000	\$ 0
	\$ 0	\$ 300,000	\$ 0
Debt Service Fund Total	\$ 0	\$ 300,000	\$ 0
TOTAL ALL FUNDS	\$ 218,020,000	\$ 207,970,400	\$ 239,673,500

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SURPRISE
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2020

FUND	OTHER FINANCING 2020		INTERFUND TRANSFERS 2020	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
General Fund (Franchise Fee In Lieu)	\$	\$	\$ 749,100	\$
General Fund (Cost Allocation)			5,591,100	
General Fund (PILOT)			575,600	
General Fund (Debt)				(1,976,600)
General Fund (Other Transfers)				(3,520,600)
Total General Fund	\$	\$	\$ 6,915,800	\$ (5,497,200)
SPECIAL REVENUE FUND				
Highway User Revenue (Other Transfers)	\$	\$	\$	\$ (2,215,600)
Highway User Revenue Capital (Other Transfers)			2,215,600	
Municipal Art Fund (Other Transfers)			86,100	
Net Premium Seating (Other Transfers)			125,800	
Sports and Tourism Fund (Other Transfers)			759,100	
Tourism (Debt)				(448,300)
Total Special Revenue Fund	\$	\$	\$ 3,186,600	\$ (2,663,900)
CAPITAL PROJECTS FUND				
Fire & EMS Dev Fee (Debt)	\$	\$	\$	\$ (66,900)
Fire & EMS Dev Fee (Other Transfers)				(771,200)
General Capital Projects Fund (Other Transfers)			1,635,700	(10,400)
General Govt Dev Fee (Debt)				(367,200)
General Govt Dev Fee (Other Transfers)				(70,500)
Park & Rec Dev Fee (Debt)				(437,600)
Police Dev Fee (Debt)				(135,400)
Vehicle Replacement (Other Transfers)			1,000,000	
Total Capital Projects Fund	\$	\$	\$ 2,635,700	\$ (1,859,200)
DEBT SERVICE FUND				
Refunded Gov Debt Service 2015 (Debt)	\$	\$	\$ 1,851,100	\$
Stadium Gov Debt Service 2015 (Debt)			1,580,900	
Total Debt Service Fund	\$	\$	\$ 3,432,000	\$

CITY OF SURPRISE
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2020

FUND	OTHER FINANCING 2020		INTERFUND TRANSFERS 2020	
	SOURCES	<USES>	IN	<OUT>
ENTERPRISE FUNDS				
Ground Ambulance Capital Fund (Other Transfers)	\$	\$	\$ 622,200	\$
Ground Ambulance Service (PILOT)				(1,100)
Ground Ambulance Service (Cost Allocation)				(389,300)
Ground Ambulance Service (Other Transfers)				(622,200)
Refund Sewer Debt Service 2015 (Debt)			812,700	
Sewer Operations (Other Transfers)			841,700	(6,203,400)
Sewer Operations (Franchise Fee In Lieu)				(376,400)
Sewer Operations (Cost Allocation)				(1,680,100)
Sewer Operations (PILOT)				(386,100)
Sewer System Dev Impact Fees (Debt)				(2,965,200)
Sewer System Dev Impact Fees (Other Transfers)			1,071,600	
Sewer Utility Capital (Other Transfers)			5,131,800	(4,700)
Solid Waste Capital (Other Transfers)			209,300	(13,600)
Solid Waste Operations (Other Transfers)				(209,300)
Solid Waste Operations (Franchise Fee In Lieu)				(28,000)
Solid Waste Operations (Cost Allocation)				(1,798,700)
Solid Waste Operations (PILOT)				(11,100)
Sr Util. Refund Oblig Ser 2018 (Debt)			2,152,500	
Stormwater Capital (Other Transfers)			1,038,500	
Stormwater Operations (Other Transfers)				(1,038,500)
Stormwater Operations (Cost Allocation)				(170,500)
Stormwater Operations (PILOT)				(900)
Water Operations (Other Transfers)				(8,143,300)
Water Operations (Franchise Fee In Lieu)				(344,700)
Water Operations (Cost Allocation)				(1,552,500)
Water Operations (PILOT)				(176,400)
Water Utility Capital (Other Transfers)			8,143,300	(57,400)
Water Utility Capital (Bond Proceeds)	1,000,000			
Total Enterprise Funds	\$ 1,000,000	\$	\$ 20,023,600	\$ (26,173,400)
TOTAL ALL FUNDS	\$ 1,000,000	\$	\$ 36,193,700	\$ (36,193,700)

CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
GENERAL FUND				
General Fund				
City Attorney	\$ 2,288,500	\$	\$ 2,139,200	\$ 2,356,100
City Clerk	807,900		625,000	593,700
City Court	2,429,600		2,340,800	2,636,600
City Manager Office	3,645,700	(232,900)	3,408,400	3,318,500
Community and Recreation Svcs	14,054,900	(303,350)	13,802,100	14,575,700
Community Development	4,760,200	133,800	4,684,500	5,056,200
Contingency	2,037,500	(661,900)	338,100	2,669,400
Economic Development	1,237,100	59,300	1,271,200	1,514,600
Finance	4,338,600	45,000	3,966,900	4,589,200
Fire - Medical	20,892,700	70,700	21,476,900	22,821,800
General Operations	5,845,000	2,100	6,538,500	7,419,100
Human Resources	2,361,800	50,000	2,308,700	2,699,400
Human Svcs and Comm Vitality	1,751,900	403,600	1,909,700	2,455,200
Information Technology	5,235,800	81,000	5,298,300	5,860,150
Mayor and Council	540,300		613,300	663,800
Police	28,478,300	71,700	28,078,600	30,145,500
Public Works	8,202,500	65,500	7,886,800	8,945,150
General Fund Total	\$ 108,908,300	\$ (215,450)	\$ 106,687,000	\$ 118,320,100
SPECIAL REVENUE FUND				
Animal Seizure Bond Forfeiture				
Police	\$ 1,000	\$	\$ 1,000	\$ 1,000
Arizona Office of Tourism				
Sports and Tourism	\$ 100,000	\$	\$ 75,000	\$ 100,000
Donations				
City Attorney	\$ 500	\$	\$	\$
City Manager Office	10,000	(600)		
Community and Recreation Svcs	367,200	(9,100)	50,000	190,000
Contingency	5,300	24,100		20,200
Economic Development	15,400		15,400	10,000
Fire - Medical	13,100		12,000	17,800
Human Svcs and Comm Vitality	64,400	15,000	12,900	74,800
Police	58,500		37,200	87,300
Sports and Tourism	400,000		400,000	193,800

CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
Grants				
City Attorney	\$ 271,200	\$ (12,500)	\$ 72,500	\$ 186,000
Community Development	166,300	(11,200)	28,400	126,700
Contingency	22,345,500	(1,789,000)		24,690,000
Fire - Medical	435,300	105,800	402,900	159,700
Human Svcs and Comm Vitality	160,500	1,000	125,100	159,800
Police	742,800	282,700	568,800	500,800
Public Works	207,700			207,700
Highway User Revenue				
Contingency	\$ 50,400	\$ 146,600	\$	\$ 688,500
Public Works	6,593,900		6,139,500	6,664,700
Highway User Revenue Capital				
Public Works	\$ 2,621,000	\$ (146,600)	\$ 2,418,600	\$ 2,421,100
LTAF II/ALF				
Public Works	\$ 357,000	\$	\$ 360,800	\$ 369,100
Municipal Art Fund				
Contingency	\$ 34,900	\$	\$	\$ 121,000
Municipal Court Enhancement				
City Court	\$ 40,000	\$	\$ 28,300	\$ 40,000
Contingency	82,900			175,400
Municipal Court FARE				
City Court	\$ 25,800	\$	\$ 24,500	\$
Contingency	5,800			15,400
Municipal Court JCEF				
Contingency	\$ 41,000	\$	\$	\$ 63,500
Municipal Court MFTG				
City Court	\$ 41,000	\$	\$ 38,400	\$
Contingency	11,000			21,800
Neighborhood Revitalization				
Human Svcs and Comm Vitality	\$ 2,542,000	\$ 990,100	\$ 529,000	\$ 3,512,900
Net Premium Seating				
Contingency	\$ 41,600	\$	\$	\$ 44,200
Sports and Tourism	165,000		165,000	165,000
Program 1033 Auction Proceeds				
Contingency	\$ 5,900	\$	\$	\$ 4,700
Police	700		400	700
Proposition 400				
Contingency	\$ 100	\$	\$	\$ 400

CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
SB1398 Fines				
Contingency	\$ 5,700	\$	\$	\$ 20,400
Police	15,900		13,000	15,900
SLIDs				
General Operations	\$ 2,732,600	\$	\$ 2,579,000	\$ 2,882,400
SPD DEA				
Contingency	\$ 16,500	\$	\$	\$ 16,100
SPD RICO				
Contingency	\$ 76,000	\$	\$	\$ 374,400
Police	710,800		244,000	985,800
SPD Towing				
Contingency	\$ 146,700	\$	\$	\$ 63,200
Police	212,200		49,900	338,900
Sports and Tourism Fund				
Sports and Tourism	\$ 2,916,000	\$ 173,250	\$ 2,956,100	\$ 3,252,400
Spring Trng Ticket Surcharge				
Sports and Tourism	\$ 689,000	\$	\$ 689,000	\$ 689,000
SW Gas Capital Expenditures				
Community Development	\$	\$ 16,300	\$ 16,300	\$
Tourism				
Community and Recreation Svcs	\$	\$ 33,300	\$ 20,000	\$
Contingency	622,400	(33,300)		761,500
Unclaimed Property Disposal				
Contingency	\$ 3,100	\$	\$	\$ 6,600
Police	1,000		1,000	1,000
Wildland Fire				
Contingency	\$ 37,500	\$	\$	\$ 584,700
Fire - Medical	160,800		193,300	161,900
Special Revenue Fund Total	\$ 46,370,900	\$ (214,150)	\$ 18,267,300	\$ 51,188,200
DEBT SERVICE FUND				
Election 2017 Debt Service				
Contingency	\$ 76,200	\$	\$	\$ 160,900
General Operations	4,283,700		4,283,700	4,285,300
Refunded Gov Debt Service 2015				
General Operations	\$ 1,854,100	\$	\$ 1,852,700	\$ 1,851,600

CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
Stadium Gov Debt Service 2015				
General Operations	\$ 1,586,700	\$	\$ 1,587,300	\$ 1,580,900
Debt Service Fund Total	\$ 7,800,700	\$	\$ 7,723,700	\$ 7,878,700
CAPITAL PROJECTS FUND				
163rd Ave Dev 2014 Law				
Contingency	\$ 107,600	\$	\$	\$ 108,900
Fire & EMS Dev Fee				
Contingency	\$ 4,858,100	\$ (9,400)	\$	\$ 3,538,800
General Operations	99,000	9,400	111,700	
General Capital Projects Fund				
City Manager Office	\$ 50,000	\$	\$ 28,700	\$ 35,000
Community and Recreation Svcs	1,329,100	329,200	874,500	2,554,600
Community Development	1,194,100	(198,800)	454,800	540,500
Contingency	1,896,300	(250,200)		2,493,900
Economic Development	670,000	(20,000)	9,200	990,800
Fire - Medical	369,500		291,900	591,500
Human Svcs and Comm Vitality	44,700		19,400	42,000
Information Technology	1,634,500	(42,500)	928,900	2,718,100
Police	415,700	(3,000)	191,400	459,900
Public Works	8,013,200	242,800	2,039,900	7,300,500
Sports and Tourism				250,000
General Govt Dev Fee				
Contingency	\$ 5,300	\$	\$	\$
Library Dev Fee				
Community and Recreation Svcs	\$	\$ 4,651,900	\$ 863,700	\$ 3,788,200
Contingency	4,617,200	(4,617,000)		
Park & Rec Dev Fee				
Contingency	\$ 1,411,100	\$	\$	\$ 1,899,700
General Operations	280,000		280,000	280,000
Pavmnt Preservtn Election 2017				
City Manager Office	\$ 131,200	\$	\$	\$ 131,200
Contingency		800		52,800
General Operations				8,900
Public Works	4,947,300	(800)	4,399,700	5,409,400
Police Dev Fee				
Contingency	\$ 2,595,000	\$	\$	\$ 2,985,600
Police				326,000

CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
Public Safety Election 2017				
City Manager Office	\$ 397,400	\$	\$	\$ 421,200
Contingency		49,700		49,100
Fire - Medical	2,639,100	(3,700)	683,700	9,819,600
General Operations				14,900
Police	892,800		200	1,546,600
Public Works	2,054,800	(43,400)	1,132,200	3,137,300
Public Works Dev Fee				
Contingency	\$ 2,087,000	\$ 32,600	\$	\$
Public Works	6,235,100	(32,600)	427,600	8,173,800
Rds Reg. Sig. SPA 2 4 and 6				
Contingency	\$ 2,503,200	\$ (490,000)	\$	\$ 2,006,700
Public Works		490,000	89,100	400,900
Rds Regional Sig. SPA 3 and 5				
Contingency	\$ 23,900	\$	\$	\$ 23,900
Traffic Election 2017				
City Manager Office	\$ 203,300	\$	\$	\$ 203,300
Contingency		25,800		98,600
General Operations				11,600
Public Works	3,136,900	(25,800)	798,300	11,996,000
Transportation Improvement				
Community Development	\$	\$	\$	\$ 150,000
Contingency	912,800	(400,400)		1,347,500
General Operations	90,500		90,500	
Public Works	3,196,900	400,400	3,141,100	4,402,500
Vehicle Replacement				
Contingency	\$	\$ 747,000	\$	\$ 279,000
Fire - Medical	2,347,300	(425,800)	746,200	1,932,800
Public Works	3,179,800	(321,200)	1,793,600	3,610,500
Capital Projects Fund Total	\$ 64,569,700	\$ 95,000	\$ 19,396,300	\$ 86,132,100
ENTERPRISE FUNDS				
Ground Ambulance Capital Fund				
Contingency	\$ 292,100	\$ (28,800)	\$	\$
Fire - Medical		316,000	51,500	730,100
Ground Ambulance Service				
Contingency	\$ 839,100	\$ 85,100	\$	\$ 419,400
Fire - Medical	3,005,000	(85,100)	2,732,000	3,225,600
MPC-Sewer Debt Service 2007				
General Operations	\$ 3,634,200	\$	\$ 34,179,400	\$

CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
MPC-Sewer Reserve 2007				
Contingency	\$ 5,118,500	\$	\$	\$
Refund Sewer Debt Service 2015				
General Operations	\$ 813,200	\$	\$ 803,500	\$ 812,700
Sewer Operations				
City Manager Office	\$	\$	\$	\$ 32,900
Contingency	9,894,900	358,800		3,629,300
Finance	785,300	5,000	860,600	881,600
General Operations	600,200		600,200	590,600
Information Technology	43,400		43,200	44,600
Public Works	116,000		117,800	163,700
Water Resource Management	8,495,500	61,600	8,264,400	9,241,000
Sewer System Dev Impact Fees				
Contingency	\$ 1,117,400	\$ 1,200	\$	\$ 407,200
General Operations	18,000	18,800	19,400	5,800
Water Resource Management				300,000
Sewer Utility Capital				
Contingency	\$	\$	\$	\$ 5,847,000
Public Works	1,321,600	(170,400)	2,300	977,300
Water Resource Management	6,351,300	(255,000)	1,662,400	8,754,100
Solid Waste Capital				
Contingency	\$	\$	\$	\$ 164,000
Public Works	3,314,100	(1,084,200)	5,900	3,889,100
Solid Waste Operations				
City Manager Office	\$ 400	\$	\$ 400	\$ 400
Contingency	1,559,200	443,800		1,141,000
Finance	341,200	2,100	371,900	419,400
Information Technology	18,600		18,500	19,200
Public Works	5,465,600	638,300	6,007,100	6,474,200
Sr Util. Refund Oblig Ser 2018				
General Operations	\$	\$	\$ 2,548,800	\$ 2,152,500
Stormwater Capital				
Information Technology	\$	\$	\$	\$ 75,000
Public Works	819,300	(4,700)	460,800	928,800
Water Resource Management				632,800
Stormwater Operations				
Contingency	\$ 2,413,600	\$ 1,000	\$	\$ 189,000
Finance	103,400	3,700	104,600	116,400
Information Technology	5,600		5,500	5,800
Public Works	472,900		421,200	498,200

CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
Water Resource Management	197,400		200,800	360,400
Water Operations				
City Manager Office	\$ 4,000	\$	\$ 4,000	\$ 36,900
Contingency	1,076,900	(480,200)		3,877,700
Finance	1,236,100		1,318,000	1,537,300
General Operations	37,000		37,000	
Information Technology	32,400		32,000	33,200
Public Works	426,300		441,300	463,300
Water Resource Management	6,720,400	424,100	7,777,200	10,586,900
Water Resource Dev Impact Fees				
Contingency	\$ 789,300	\$ (8,800)	\$	\$ 2,838,700
General Operations	18,000	18,800	21,400	5,800
Water Resource Management	481,800		420,300	
Water System Dev Impact Fees				
Contingency	\$ 1,259,200	\$ (18,800)	\$	\$ 3,365,500
General Operations	314,300	18,800	221,400	5,800
Water Resource Management	1,400,000		43,500	2,244,000
Water Utility Capital				
Contingency	\$ 3,500,000	\$	\$	\$ 3,416,900
Finance	1,116,600			5,416,600
Public Works	284,400	(80,700)	2,100	383,200
Water Resource Management	5,274,400	136,800	1,675,800	6,539,300
Enterprise Funds Total	\$ 81,128,100	\$ 317,200	\$ 71,476,200	\$ 93,880,200
INTERNAL SERVICE FUND				
Employee Healthcare - Int Svc				
Contingency	\$ 576,300	\$	\$	\$ 2,646,300
Human Resources	12,736,800		11,570,800	11,939,200
Risk Management - Int Svc Fd				
City Attorney	\$	\$	\$	\$ 2,319,500
Contingency	1,668,400			750,000
Human Resources	2,311,000		2,093,900	
Workers' Compensation				
City Attorney	\$	\$	\$	\$ 794,100
Contingency	192,500			1,500,000
Human Resources	781,600		535,000	
Internal Service Fund Total	\$ 18,266,600	\$	\$ 14,199,700	\$ 19,949,100

CITY OF SURPRISE
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
DEBT SERVICE FUND				
FSA Special Account-Agency Fd				
Human Resources	\$	\$	\$ 330,000	\$
Debt Service Fund Total	\$	\$	\$ 330,000	\$
TOTAL ALL FUNDS	\$ 327,044,300	\$ (17,400)	\$ 238,080,200	\$ 377,348,400

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SURPRISE
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
CITY ATTORNEY				
Donations	\$ 500	\$	\$	\$
General Fund	2,288,500		2,139,200	2,356,100
Grants	271,200	(12,500)	72,500	186,000
Risk Management - Int Svc Fd				2,319,500
Workers' Compensation				794,100
Department Total	\$ 2,560,200	\$ (12,500)	\$ 2,211,700	\$ 5,655,700
CITY CLERK				
General Fund	\$ 807,900	\$	\$ 625,000	\$ 593,700
Department Total	\$ 807,900	\$	\$ 625,000	\$ 593,700
CITY COURT				
General Fund	\$ 2,429,600	\$	\$ 2,340,800	\$ 2,636,600
Municipal Court Enhancement	40,000		28,300	40,000
Municipal Court FARE	25,800		24,500	
Municipal Court MFTG	41,000		38,400	
Department Total	\$ 2,536,400	\$	\$ 2,432,000	\$ 2,676,600
CITY MANAGER OFFICE				
Donations	\$ 10,000	\$ (600)	\$	\$
General Capital Projects Fund	50,000		28,700	35,000
General Fund	3,645,700	(232,900)	3,408,400	3,318,500
Pavmnt Preservtn Election 2017	131,200			131,200
Public Safety Election 2017	397,400			421,200
Sewer Operations				32,900
Solid Waste Operations	400		400	400
Traffic Election 2017	203,300			203,300
Water Operations	4,000		4,000	36,900
Department Total	\$ 4,442,000	\$ (233,500)	\$ 3,441,500	\$ 4,179,400
COMMUNITY AND RECREATION SVCS				
Donations	\$ 367,200	\$ (9,100)	\$ 50,000	\$ 190,000
General Capital Projects Fund	1,329,100	329,200	874,500	2,554,600
General Fund	14,054,900	(303,350)	13,802,100	14,575,700
Library Dev Fee		4,651,900	863,700	3,788,200
Tourism		33,300	20,000	
Department Total	\$ 15,751,200	\$ 4,701,950	\$ 15,610,300	\$ 21,108,500

CITY OF SURPRISE
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
COMMUNITY DEVELOPMENT				
General Capital Projects Fund	\$ 1,194,100	\$ (198,800)	\$ 454,800	\$ 540,500
General Fund	4,760,200	133,800	4,684,500	5,056,200
Grants	166,300	(11,200)	28,400	126,700
SW Gas Capital Expenditures		16,300	16,300	
Transportation Improvement				150,000
Department Total	\$ 6,120,600	\$ (59,900)	\$ 5,184,000	\$ 5,873,400
CONTINGENCY				
163rd Ave Dev 2014 Law	\$ 107,600	\$	\$	\$ 108,900
Donations	5,300	24,100		20,200
Election 2017 Debt Service	76,200			160,900
Employee Healthcare - Int Svc	576,300			2,646,300
Fire & EMS Dev Fee	4,858,100	(9,400)		3,538,800
General Capital Projects Fund	1,896,300	(250,200)		2,493,900
General Fund	2,037,500	(661,900)	338,100	2,669,400
General Govt Dev Fee	5,300			
Grants	22,345,500	(1,789,000)		24,690,000
Ground Ambulance Capital Fund	292,100	(28,800)		
Ground Ambulance Service	839,100	85,100		419,400
Highway User Revenue	50,400	146,600		688,500
Library Dev Fee	4,617,200	(4,617,000)		
MPC-Sewer Reserve 2007	5,118,500			
Municipal Art Fund	34,900			121,000
Municipal Court Enhancement	82,900			175,400
Municipal Court FARE	5,800			15,400
Municipal Court JCEF	41,000			63,500
Municipal Court MFTG	11,000			21,800
Net Premium Seating	41,600			44,200
Park & Rec Dev Fee	1,411,100			1,899,700
Pavmnt Preservtn Election 2017		800		52,800
Police Dev Fee	2,595,000			2,985,600
Program 1033 Auction Proceeds	5,900			4,700
Proposition 400	100			400
Public Safety Election 2017		49,700		49,100
Public Works Dev Fee	2,087,000	32,600		
Rds Reg. Sig. SPA 2 4 and 6	2,503,200	(490,000)		2,006,700
Rds Regional Sig. SPA 3 and 5	23,900			23,900
Risk Management - Int Svc Fd	1,668,400			750,000
SB1398 Fines	5,700			20,400
Sewer Operations	9,894,900	358,800		3,629,300
Sewer System Dev Impact Fees	1,117,400	1,200		407,200
Sewer Utility Capital				5,847,000
Solid Waste Capital				164,000

CITY OF SURPRISE
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
CONTINGENCY				
Solid Waste Operations	1,559,200	443,800		1,141,000
SPD DEA	16,500			16,100
SPD RICO	76,000			374,400
SPD Towing	146,700			63,200
Stormwater Operations	2,413,600	1,000		189,000
Tourism	622,400	(33,300)		761,500
Traffic Election 2017		25,800		98,600
Transportation Improvement	912,800	(400,400)		1,347,500
Unclaimed Property Disposal	3,100			6,600
Vehicle Replacement		747,000		279,000
Water Operations	1,076,900	(480,200)		3,877,700
Water Resource Dev Impact Fees	789,300	(8,800)		2,838,700
Water System Dev Impact Fees	1,259,200	(18,800)		3,365,500
Water Utility Capital	3,500,000			3,416,900
Wildland Fire	37,500			584,700
Workers' Compensation	192,500			1,500,000
Department Total	\$ 76,960,900	\$ (6,871,300)	\$ 338,100	\$ 75,578,800
ECONOMIC DEVELOPMENT				
Donations	\$ 15,400	\$	\$ 15,400	\$ 10,000
General Capital Projects Fund	670,000	(20,000)	9,200	990,800
General Fund	1,237,100	59,300	1,271,200	1,514,600
Department Total	\$ 1,922,500	\$ 39,300	\$ 1,295,800	\$ 2,515,400
FINANCE				
General Fund	\$ 4,338,600	\$ 45,000	\$ 3,966,900	\$ 4,589,200
Sewer Operations	785,300	5,000	860,600	881,600
Solid Waste Operations	341,200	2,100	371,900	419,400
Stormwater Operations	103,400	3,700	104,600	116,400
Water Operations	1,236,100		1,318,000	1,537,300
Water Utility Capital	1,116,600			5,416,600
Department Total	\$ 7,921,200	\$ 55,800	\$ 6,622,000	\$ 12,960,500

CITY OF SURPRISE
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
FIRE - MEDICAL				
Donations	\$ 13,100	\$	\$ 12,000	\$ 17,800
General Capital Projects Fund	369,500		291,900	591,500
General Fund	20,892,700	70,700	21,476,900	22,821,800
Grants	435,300	105,800	402,900	159,700
Ground Ambulance Capital Fund		316,000	51,500	730,100
Ground Ambulance Service	3,005,000	(85,100)	2,732,000	3,225,600
Public Safety Election 2017	2,639,100	(3,700)	683,700	9,819,600
Vehicle Replacement	2,347,300	(425,800)	746,200	1,932,800
Wildland Fire	160,800		193,300	161,900
Department Total	\$ 29,862,800	\$ (22,100)	\$ 26,590,400	\$ 39,460,800
GENERAL OPERATIONS				
Election 2017 Debt Service	\$ 4,283,700	\$	\$ 4,283,700	\$ 4,285,300
Fire & EMS Dev Fee	99,000	9,400	111,700	
General Fund	5,845,000	2,100	6,538,500	7,419,100
MPC-Sewer Debt Service 2007	3,634,200		34,179,400	
Park & Rec Dev Fee	280,000		280,000	280,000
Pavmnt Preservtn Election 2017				8,900
Public Safety Election 2017				14,900
Refund Sewer Debt Service 2015	813,200		803,500	812,700
Refunded Gov Debt Service 2015	1,854,100		1,852,700	1,851,600
Sewer Operations	600,200		600,200	590,600
Sewer System Dev Impact Fees	18,000	18,800	19,400	5,800
SLIDs	2,732,600		2,579,000	2,882,400
Sr Util. Refund Oblig Ser 2018			2,548,800	2,152,500
Stadium Gov Debt Service 2015	1,586,700		1,587,300	1,580,900
Traffic Election 2017				11,600
Transportation Improvement	90,500		90,500	
Water Operations	37,000		37,000	
Water Resource Dev Impact Fees	18,000	18,800	21,400	5,800
Water System Dev Impact Fees	314,300	18,800	221,400	5,800
Department Total	\$ 22,206,500	\$ 67,900	\$ 55,754,500	\$ 21,907,900
HUMAN RESOURCES				
Employee Healthcare - Int Svc	\$ 12,736,800	\$	\$ 11,570,800	\$ 11,939,200
FSA Special Account-Agency Fd			330,000	
General Fund	2,361,800	50,000	2,308,700	2,699,400
Risk Management - Int Svc Fd	2,311,000		2,093,900	
Workers' Compensation	781,600		535,000	
Department Total	\$ 18,191,200	\$ 50,000	\$ 16,838,400	\$ 14,638,600

CITY OF SURPRISE
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
HUMAN SVCS AND COMM VITALITY				
Donations	\$ 64,400	\$ 15,000	\$ 12,900	\$ 74,800
General Capital Projects Fund	44,700		19,400	42,000
General Fund	1,751,900	403,600	1,909,700	2,455,200
Grants	160,500	1,000	125,100	159,800
Neighborhood Revitalization	2,542,000	990,100	529,000	3,512,900
Department Total	\$ 4,563,500	\$ 1,409,700	\$ 2,596,100	\$ 6,244,700
INFORMATION TECHNOLOGY				
General Capital Projects Fund	\$ 1,634,500	\$ (42,500)	\$ 928,900	\$ 2,718,100
General Fund	5,235,800	81,000	5,298,300	5,860,150
Sewer Operations	43,400		43,200	44,600
Solid Waste Operations	18,600		18,500	19,200
Stormwater Capital				75,000
Stormwater Operations	5,600		5,500	5,800
Water Operations	32,400		32,000	33,200
Department Total	\$ 6,970,300	\$ 38,500	\$ 6,326,400	\$ 8,756,050
MAYOR AND COUNCIL				
General Fund	\$ 540,300	\$	\$ 613,300	\$ 663,800
Department Total	\$ 540,300	\$	\$ 613,300	\$ 663,800
POLICE				
Animal Seizure Bond Forfeiture	\$ 1,000	\$	\$ 1,000	\$ 1,000
Donations	58,500		37,200	87,300
General Capital Projects Fund	415,700	(3,000)	191,400	459,900
General Fund	28,478,300	71,700	28,078,600	30,145,500
Grants	742,800	282,700	568,800	500,800
Police Dev Fee				326,000
Program 1033 Auction Proceeds	700		400	700
Public Safety Election 2017	892,800		200	1,546,600
SB1398 Fines	15,900		13,000	15,900
SPD RICO	710,800		244,000	985,800
SPD Towing	212,200		49,900	338,900
Unclaimed Property Disposal	1,000		1,000	1,000
Department Total	\$ 31,529,700	\$ 351,400	\$ 29,185,500	\$ 34,409,400

CITY OF SURPRISE
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
PUBLIC WORKS				
General Capital Projects Fund	\$ 8,013,200	\$ 242,800	\$ 2,039,900	\$ 7,300,500
General Fund	8,202,500	65,500	7,886,800	8,945,150
Grants	207,700			207,700
Highway User Revenue	6,593,900		6,139,500	6,664,700
Highway User Revenue Capital	2,621,000	(146,600)	2,418,600	2,421,100
LTAF II/ALF	357,000		360,800	369,100
Pavmnt Preservtn Election 2017	4,947,300	(800)	4,399,700	5,409,400
Public Safety Election 2017	2,054,800	(43,400)	1,132,200	3,137,300
Public Works Dev Fee	6,235,100	(32,600)	427,600	8,173,800
Rds Reg. Sig. SPA 2 4 and 6		490,000	89,100	400,900
Sewer Operations	116,000		117,800	163,700
Sewer Utility Capital	1,321,600	(170,400)	2,300	977,300
Solid Waste Capital	3,314,100	(1,084,200)	5,900	3,889,100
Solid Waste Operations	5,465,600	638,300	6,007,100	6,474,200
Stormwater Capital	819,300	(4,700)	460,800	928,800
Stormwater Operations	472,900		421,200	498,200
Traffic Election 2017	3,136,900	(25,800)	798,300	11,996,000
Transportation Improvement	3,196,900	400,400	3,141,100	4,402,500
Vehicle Replacement	3,179,800	(321,200)	1,793,600	3,610,500
Water Operations	426,300		441,300	463,300
Water Utility Capital	284,400	(80,700)	2,100	383,200
Department Total	\$ 60,966,300	\$ (73,400)	\$ 38,085,700	\$ 76,816,450
SPORTS AND TOURISM				
Arizona Office of Tourism	\$ 100,000	\$	\$ 75,000	\$ 100,000
Donations	400,000		400,000	193,800
General Capital Projects Fund				250,000
Net Premium Seating	165,000		165,000	165,000
Sports and Tourism Fund	2,916,000	173,250	2,956,100	3,252,400
Spring Trng Ticket Surcharge	689,000		689,000	689,000
Department Total	\$ 4,270,000	\$ 173,250	\$ 4,285,100	\$ 4,650,200

CITY OF SURPRISE
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES 2019*	BUDGETED EXPENDITURES/ EXPENSES 2020
WATER RESOURCE MANAGEMENT				
Sewer Operations	\$ 8,495,500	\$ 61,600	\$ 8,264,400	\$ 9,241,000
Sewer System Dev Impact Fees				300,000
Sewer Utility Capital	6,351,300	(255,000)	1,662,400	8,754,100
Stormwater Capital				632,800
Stormwater Operations	197,400		200,800	360,400
Water Operations	6,720,400	424,100	7,777,200	10,586,900
Water Resource Dev Impact Fees	481,800		420,300	
Water System Dev Impact Fees	1,400,000		43,500	2,244,000
Water Utility Capital	5,274,400	136,800	1,675,800	6,539,300
Department Total	\$ 28,920,800	\$ 367,500	\$ 20,044,400	\$ 38,658,500
Total All Departments	\$ 327,044,300	\$ (17,400)	\$ 238,080,200	\$ 377,348,400

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF SURPRISE
Full-Time Employees and Personnel Compensation
Fiscal Year 2020

FUND	Full-time Equivalent (FTE) 2020	Employee Salaries and Hourly Costs 2020	Retirement Costs 2020	Healthcare Costs 2020	Other Benefit Costs 2020	Total Estimated Personnel Compensation 2020
GENERAL FUND	<u>727.70</u>	<u>\$ 57,439,400</u>	<u>\$ 12,451,000</u>	<u>\$ 8,926,200</u>	<u>\$ 4,618,700</u>	<u>= \$ 83,435,300</u>
SPECIAL REVENUE FUND						
Grants		<u>\$ 605,000</u>	<u>\$ 12,000</u>	<u>\$ 3,900</u>	<u>\$ 7,500</u>	<u>\$ 628,400</u>
Highway User Revenue	<u>36.00</u>	<u>2,328,500</u>	<u>307,600</u>	<u>481,500</u>	<u>252,700</u>	<u>3,370,300</u>
Neighborhood Revitalization		<u>149,600</u>	<u>200</u>	<u>500</u>	<u>200</u>	<u>150,500</u>
SPD Towing	<u>0.50</u>	<u>24,500</u>	<u>3,800</u>	<u>8,600</u>	<u>2,000</u>	<u>38,900</u>
Sports and Tourism Fund	<u>17.80</u>	<u>1,077,400</u>	<u>140,100</u>	<u>124,300</u>	<u>87,400</u>	<u>1,429,200</u>
Wildland Fire		<u>111,300</u>	<u>31,500</u>		<u>3,500</u>	<u>146,300</u>
Total Special Revenue Fund	<u>54.30</u>	<u>\$ 4,296,300</u>	<u>\$ 495,200</u>	<u>\$ 618,800</u>	<u>\$ 353,300</u>	<u>= \$ 5,763,600</u>
CAPITAL PROJECTS FUND						
Pavmnt Preservtn Election		<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$ 24,700</u>	<u>\$ 24,700</u>
Public Safety Election 2017					<u>188,600</u>	<u>188,600</u>
Public Works Dev Fee					<u>44,400</u>	<u>44,400</u>
Traffic Election 2017					<u>218,200</u>	<u>218,200</u>
Transportation Improvement	<u>1.00</u>	<u>104,100</u>	<u>13,900</u>	<u>18,200</u>	<u>8,900</u>	<u>145,100</u>
Total Capital Projects Fund	<u>1.00</u>	<u>\$ 104,100</u>	<u>\$ 13,900</u>	<u>\$ 18,200</u>	<u>\$ 484,800</u>	<u>= \$ 621,000</u>
ENTERPRISE FUNDS						
Ground Ambulance Service	<u>32.00</u>	<u>\$ 1,799,400</u>	<u>\$ 238,600</u>	<u>\$ 366,700</u>	<u>\$ 167,400</u>	<u>\$ 2,572,100</u>
Sewer Operations	<u>46.90</u>	<u>3,151,000</u>	<u>419,100</u>	<u>533,700</u>	<u>280,500</u>	<u>4,384,300</u>
Solid Waste Capital					<u>50,800</u>	<u>50,800</u>
Solid Waste Operations	<u>41.00</u>	<u>2,333,000</u>	<u>310,900</u>	<u>524,900</u>	<u>243,600</u>	<u>3,412,400</u>
Stormwater Operations	<u>6.40</u>	<u>425,400</u>	<u>57,100</u>	<u>78,600</u>	<u>41,300</u>	<u>602,400</u>
Water Operations	<u>41.80</u>	<u>2,668,900</u>	<u>354,700</u>	<u>478,600</u>	<u>235,000</u>	<u>3,737,200</u>
Total Enterprise Funds	<u>168.10</u>	<u>\$ 10,377,700</u>	<u>\$ 1,380,400</u>	<u>\$ 1,982,500</u>	<u>\$ 1,018,600</u>	<u>= \$ 14,759,200</u>
INTERNAL SERVICE FUND						
Employee Healthcare - Int	<u>1.00</u>	<u>\$ 82,700</u>	<u>\$ 11,000</u>	<u>\$ 12,900</u>	<u>\$ 6,500</u>	<u>\$ 113,100</u>
Risk Management - Int Svc	<u>2.00</u>	<u>203,600</u>	<u>27,000</u>	<u>24,900</u>	<u>16,000</u>	<u>271,500</u>

CITY OF SURPRISE
Full-Time Employees and Personnel Compensation
Fiscal Year 2020

FUND	Full-time Equivalent (FTE) 2020	Employee Salaries and Hourly Costs 2020	Retirement Costs 2020	Healthcare Costs 2020	Other Benefit Costs 2020	Total Estimated Personnel Compensation 2020
<u>Workers' Compensation</u>	<u>1.00</u>	<u>56,200</u>	<u>7,500</u>	<u>17,200</u>	<u>4,400</u>	<u>85,300</u>
Total Internal Service Fund	<u>4.00</u>	<u>\$ 342,500</u>	<u>\$ 45,500</u>	<u>\$ 55,000</u>	<u>\$ 26,900</u>	<u>= \$ 469,900</u>
 TOTAL ALL FUNDS	 <u>955.10</u>	 <u>\$ 72,560,000</u>	 <u>\$ 14,386,000</u>	 <u>\$ 11,600,700</u>	 <u>\$ 6,502,300</u>	 <u>= \$ 105,049,000</u>