



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

Tuesday, September 5, 2023 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

- | | | | |
|----|----------|---|-----------------------------|
| 1. | Citywide | Commemoration of our Audit Committee Chair Alan Meyer | None
City Manager Office |
|----|----------|---|-----------------------------|

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. You may also [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.

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|--|---------------------------------|
| 1. | Internal | Consideration and action to approve the August 15, 2023 City Council Workshop Minutes, Regular Council Meeting Minutes, and Executive Session Minutes. | Kristi Passarelli
City Clerk |
| 2. | District 4 | Consideration and action pertaining to approval of the Final Plat entitled, "Bella Fiesta" and dated June 8, 2023, | Chris Sexton |

- | | | | |
|-----|------------|--|---|
| | | for property generally located at the northwest corner of Bell Road and Dysart Road; FS22-1224. | Community Development |
| 3. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "Replat of Williams 223 Lot 2" and dated June 29, 2023, a property located at the northeast corner of Williams Road and 223 rd Avenue; Case FS23-0253. | Jani Wertin

Community Development |
| 4. | Citywide | Consideration and action pertaining to the approval of Amendment No. 3 to the Intergovernmental Agreement with Maricopa County for Home Program Funds, amending the Fiscal Year 2024 Budget by moving budget authority in the amount of \$400,500 from General Contingency to the Neighborhood Revitalization Fund, and revising the Contract Award Authority List; Resolution # 2023-117. | Seth Dyson
Human Svcs and
Comm Vitality |
| 5. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget by moving budget authority in the amount of \$33,000 from Contingency within the Grants Fund to grant project G31268 FFY23 Governor's Office of Highway Safety (GOHS); Resolution #2023-105. | Benny Pina

Police |
| 6. | District 4 | Consideration and action declaring the City's intention to establish a lighting improvement district known as, "City of Surprise, Arizona, SU-VillasatVesta208" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-115. | Kristin Tytler
Public Works |
| 7. | District 6 | Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-SummitPkwy206 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-111. | Kristin Tytler
Public Works |
| 8. | Citywide | Consideration and action approving an Intergovernmental Agreement with Maricopa County for shared recreational opportunities, programs, marketing, and events; Resolution #2023-116. | Holly Osborn
Parks and
Recreation |
| 9. | Internal | Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment reallocating appropriations in the amount of \$6,900 for document storage and disposal; Resolution #2023-128. | Andrea Davis
Finance |
| 10. | Citywide | Consideration and action amending the FY2024 budget by moving budget authority in the amount of \$7,111,400 for expenses and \$4,753,300 for revenue within the Risk Management Fund from City Attorney to Human Resources and amending the FY2024 Contract Awarding Authority List; Resolution #2023-26. | Donna Meuse
Human Resources |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|---|------------------|
| 11. | Citywide | Consideration and action pertaining to approval of the Agreement between the Greater Phoenix Economic | Jeanine Jerkovic |
|-----|----------|---|------------------|

Council (GPEC) and the City of Surprise for the Fiscal Year 2024 in the amount of \$76,092.

Economic
Development

- | | | | |
|-----|----------|--|---|
| 12. | Citywide | Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$4,267,700 from Contingency to the Police Department General Fund to cover fourteen (14) sworn full-time equivalents (FTEs), along with supplies and services to support one-time and on-going operational expenses and amending the adopted FY24 Contract Awarding Authority List; Resolution #2023-121. | Benny Pina
Police |
| 13. | Citywide | Consideration and action amending Chapter 2, Article X, Sections 2-364 and 367 of the Surprise Municipal Code, the One and One-Third Percent for Public Art Program Ordinance, to include the use of the Municipal Arts Fund to fund the maintenance of artworks acquired by the City; Ordinance #2023-24. | Julie Akerly

Arts, Culture &
Library Department |
| 14. | Citywide | Consideration and action amending the FY2024 budget by moving authority in the amount of \$972,500 from general contingency to the Municipal Arts Fund for artwork acquisition and administration; Resolution #2023-119. | Julie Akerly

Arts, Culture &
Library Department |
| 15. | Internal | Consideration and action pertaining to the delegation of authority to evaluate and approve or deny special event liquor license applications to the City Clerk pursuant to Arizona Revised Statutes (A.R.S.) Section 4-203.02; Resolution #2023-131. | Legal |
| 16. | Citywide | Presentation and discussion pertaining to an update on Sober Living Homes. | Tiffany Copp

Community
Development |

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

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday August 31, 2023 @ 10:00 AM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 5, 2023
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 5, 2023
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:

Commemoration of our Audit Committee Chair Alan Meyer

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 5, 2023
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Agenda Wording:

Consideration and action to approve the August 15, 2023 City Council Workshop Minutes, Regular Council Meeting Minutes, and Executive Session Minutes.

Motion:

I move to approve the August 15, 2023 Special City Council Minutes, Regular Council Meeting Minutes, and Executive Session Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 081523 Voting Minutes
 2. 081523 Workshop Minutes
-



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, August 15, 2023 @ 6:00 PM
COUNCIL CHAMBERS

- A. Call To Order
Mayor Hall called the Regular Council Meeting of Tuesday, August 15, 2023 to order at 6:37 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ 85374.
- 1. Invocation
Randy Bixby led the prayer.
- B. Roll Call
In attendance with Mayor Hall were Vice-Mayor Chris Judd, Councilmembers Nick Haney, Alyson Cline, Patrick Duffy, Ken Remley and Jack Hastings.
- C. Pledge of Allegiance
Mayor Hall led the Pledge of Allegiance.
- D. Proclamation and Community Acknowledgements
- E. City Manager Report
- 1. Reports
- F. City Clerk Report
- 1. Reports
- G. Call To The Public
- H. Regular City Council Meeting Agenda
- 1. CONSENT AGENDA:

Motion: To Approve
Initiated By: Jack Hastings
Seconded By: Aly Cline

Yes: Ken Remley, Skip Hall, Nick Haney, Patrick Duffy, Aly Cline, Chris Judd, Jack Hastings
No: None
Abstain: None

Vote Result: Passed
- 1. Consideration and action to approve the August 1, 2023 Regular City Council Meeting Minutes.
- 2. Consideration and action pertaining to approval of the Final Plat entitled, "Replat of Lot 3, Grand Village Center North" and dated June 30, 2023, a property located at the southwest corner of Grand Avenue and Parkview Place; Case FS23-0282.

3. Consideration and action pertaining to the approval of a Contract for Services between the City of Surprise and the National Council on Aging, authorizing the City to accept grant funding in the amount of \$10,000 for the Vaccine Uptake Initiative and amending the Fiscal Year 2024 budget by moving budget authority of \$10,000 from General Contingency to Project G51760; Resolution #2023-109.
4. Consideration and action pertaining to acceptance of a grant in the amount of \$1,223.82 from the Office of Justice Programs Patrick Leahy Bulletproof Vest Partnership and amending the Fiscal Year 2024 budget by moving budget authority in the amount of \$1,300 from General Contingency to project G31042; Resolution #2023-104.
5. Consideration and action pertaining to approval of the Final Plat entitled, "W-SWC Cotton Lane & Greenway Road" and dated March 24, 2023, for property generally located within the Sierra Montana Planned Area Development (PAD); Case FS22-1515.
6. Consideration and action pertaining to acceptance of a Right of Way from Arizona State Land Department for Beardsley Road alignment east of 219th avenue.
7. Consideration and action pertaining to acceptance of a Right of Way from Arizona State Land Department for Citrus South of Deer Valley Road.
8. Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, Kenly Farms pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-107.
9. Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-AustinRanchEast pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-110.
10. Consideration and action pertaining to the approval of an amendment to the Contract Awarding Authority List (CAAL); Resolution #2023-106.

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

11. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 249933, requested by Amy S. Nations, for Barrio Queen, for Series 12 Liquor License. Barrio Queen is located at 13434 N Prasada Parkway, Surprise, AZ 85388

Motion: To Approve
 Initiated By: Patrick Duffy
 Seconded By: Aly Cline

Yes: Ken Remley, Skip Hall, Nick Haney, Patrick Duffy, Aly Cline, Chris Judd, Jack Hastings
 No: None
 Abstain: None

Vote Result: Passed

12. Presentation, discussion, and public hearing on the annexation proposal known as Case FS23-0138, Sunrise Nursery Multi-Family Residential, in accordance with Arizona Revised Statutes 9-471(A)(3).

Planner, Chris Sexton, came to present this item. She gave background on the item including boundary lines, annexation steps, and concurrent cases.

13. Consideration and action pertaining to a Major PAD Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to mixed-use (R-3 residential, C-2 and C-3 commercial) and modify development standards. The site is generally located at the southwest corner of 163rd Avenue and Pat Tillman Blvd, within the Asante PAD; Case FS22-0517; Ordinance #2023-03.

Trever Fleetham came to present this item. He gave some background on this item and showed the proposed changes and outreach efforts. He then talked about the three proposed motions.

The applicant, Adam Baugh, came to present this item. He talked about the site and the history of the original plan. He talked about the size of residential, commercial, and Honor Health. He talked about trying to keep the services self-contained. He talked about the potential of the site.

Vice-Mayor Judd, thanked the applicant for the changes made to include commercial zoning.

Councilmember Cline, asked how long the build out would be for the commercial plans? Adam said it could take up to a decade but as early as 18-24 months. She then talked about the potential of the area being a special designation. She further talked about Honor Health coming into that region. She gave her concerns about traffic in the area and the potential impact.

Councilmember Hastings, said he agreed with the improvements made to the plan. He asked about what the argument is for not making it all commercial versus houses. Adam talked about how they go hand in hand and work together. Councilmember Hastings talked about the traffic concerns in the area. He said that the traffic will be worthwhile if done right. He then asked about the commercial timing. Adam said there were three elements and basically that he can't force buildings to be made due to differences in finance models.

Councilmember Remely, said he liked the project and the work put into it.

Councilmember Duffy, said he has issues with the interchange at Grand. He talked about the timing of it coming in, and was worried about adding to the issue at this point. Mayor Hall said he agreed with that point. He said one of the factors is how this project would draw traffic from the East.

Councilmember Haney, asked about potential plans and further details? Adam talked about Honor Health wanting to come into the area. Councilmember Haney said the hope would be for a full service hospital north of the tracks. He then asked what would happen if the council required a stipulation that required a certain amount of residential space before adding commercial? Adam said that the financing component moves differently for different developments. Councilmember Haney thanked everyone who was involved in the project, he talked about the potential impact this would have for that portion of the City.

Mayor Hall opened this item up to public input.

Kevin Perry, a Surprise Resident, came to talk about this item. He didn't think the city should give up any acres of commercial development. He suggested finding other parts of the area to make up for any commercial zone given up for this plan. He said he didn't like the direction this would take the City.

Attorney Wingo read into record the ordinance for option 3, to approve the ordinance with stipulations A-E, with difference from the P&Z Commission.

Motion: To Approve Option 3

Initiated By: Nick Haney

Seconded By: Aly Cline

Yes: Ken Remley, Skip Hall, Nick Haney, Aly Cline, Chris Judd, Jack Hastings

No: Patrick Duffy

Abstain: None

Vote Result: Passed

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

1. Consideration and action to recess into executive session to discuss and consider end of year personnel evaluations and Fiscal Year 2024 goals for the City Manager, City Clerk, City Auditor, and City Attorney pursuant to A.R.S. 38-431.03 (A)(1).

Motion: To Enter Executive Session

Initiated By: Aly Cline

Seconded By: Patrick Duffy

Yes: Ken Remley, Skip Hall, Nick Haney, Patrick Duffy, Aly Cline, Chris Judd, Jack Hastings

No: None

Abstain: None

Vote Result: Passed

2. Executive Session Items

3. Executive Disclaimer - Part 1

4. Executive Disclaimer - Part 2

5. Executive Disclaimer - Part 3

L. Adjournment

Mayor Hall called the meeting back into session at 8:36 p.m.

Motion: To Adjourn

Initiated By: Aly Cline

Seconded By: Jack Hastings

Yes: Ken Remley, Skip Hall, Nick Haney, Patrick Duffy, Aly Cline, Chris Judd, Jack Hastings

No: None
Abstain: None

Vote Result: Passed

The meeting adjourned at 8:36 p.m.

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, 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, August 15, 2023**.

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, August 15, 2023 @ 5:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Workshop of Tuesday, August 15, 2023 to order at 5:07 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ 85374.

B. Roll Call

In attendance with Mayor Hall were Vice-Mayor Chris Judd, Councilmembers Nick Haney, Alyson Cline, Patrick Duffy, Ken Remley and Jack Hastings.

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

G. Call To The Public

H. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to the 2022-2023 Surprise Community Outreach Program and Neighborhood Grant awards.

Director of Human Service & Community Vitality, Seth Dyson came to present this item. He provided a recap of the outreach program, and the neighborhood grant.

Councilmember Remely, said he was so proud to be part of the efforts of the City, and gave kudos to the team.

Vice-Mayor Judd, talked about the program and the good that it does for the community with volunteer help. He asked if this year's had already been awarded? Seth says it was, but that the neighborhood grant application was still open. He said it was open until the end of September. Vice-Mayor Judd asked if that was so the neighborhoods could get their HOAs to sign off on it. Seth said it was.

Councilmember Cline, talked about her previous involvement with the committee. She thanked everyone who was involved.

2. Presentation and discussion pertaining to truck parking solutions.

City Manager Bob Wigenroth and Deputy City Manager Tracy Montgomery came to present this item. They gave a review about truck parking and a history of complaints. Tracy talked about potential amendments to the existing City Code regarding trucks and trailers.

Councilmember Remley, asked about time constraints, and if this would apply to big moving trucks. Tracy said that would be an opportunity to use discretion when enforcing. Tracy asked about expanding the time? Councilmember Remley suggested 4 hours. Councilmember Hastings asked about the size of the truck? Tracy talked about the differences. They further talked about leniency and what other cities are doing.

Councilmember Haney, suggested adding “actively loading and unloading” to section 2? Tracy talked about previous conversation about taking breaks impacting the timeframe. Councilmember Haney talked about it being too strict versus being reasonable. Councilmember Remley talked about not giving the wrong impression with the suggested changes.

Tracy talked about Truck Parking Alternatives and offered three different potential solutions: #1 135th avenue, and #2 Sweetwater Avenue.

Councilmember Remley asked about the potential maintenance costs exactly and what it means? Tracy said the city would provide maintenance as needed. Bob talked about millings being installed by the city.

Tracy then talked about option #3 Hope Drive Alignment. She suggested doing a pilot with Option #1 and monitoring it with cameras.

Councilmember Cline, asked about updating the Police Department about the parking, and if we could inform ADOT about the potential changes? Tracy said that truckers have their own navigation that identify parking opportunities. Councilmember Cline talked about known drivers in Surprise and the distance from the parking to potential homes. She wanted to know the impact to residents who drive for business? Tracy said it was nominal and that the community survey helped identify some truckers within the City. Councilmember Cline asked about option #2 and if the area was coming into development soon? Tracy said they didn't know of any developments going in soon. Councilmember Cline then asked about option #3 and the access provided, and noted the distance it had from neighborhoods. She said she would prefer option #3 as a long-term option.

Vice-Mayor Judd, talked about being cautious when approaching these changes. He asked them to review the definitions of trailers and the potential impact on camping trailers. Tracy asked for clarity of the types. He then said he was worried about putting in language that relies too heavily on discretion.

Councilmember Duffy, talked about the scale of starting small versus the number of trailers parked right now. Tracy said we would be the only City offering this kind of parking in the county. She said they hoped to attract a full-scale truck stop in the future. Councilmember Duffy reiterated that option 1 was not going to be enough. He said he would rather have too much than not enough. Mayor Hall said he liked option 3.

Councilmember Haney, asked how many trucks would be displaced if they moved forward? Tracy said it would only be anecdotal. Mayor Hall said it was too bad there wasn't a location on the west side. Councilmember Haney asked if a timeline would be associated with the proposed spaces. Tracy said they weren't anticipating a whole lot of regulation. Councilmember Haney talked about how important the trucking industry is for the economy. He suggested the idea of letting residents have first dibs is possible.

Councilmember Hastings, said he liked the idea of the ordinance. He asked that if we are paving the road, who is liable if something bad happens and if the city is liable? Tracy said it would be like any other city street. Attorney Wingo said he wasn't concerned about raising liability based on

parking spaces. Councilmember Hastings talked about no other city providing this, and wanted to clarify that these weren't concerned truck stop. He was worried about attracting trucks and said he liked the cheapest option but was worried it wasn't going to be enough. He said he's all for leading the way but was cautious about being the trailblazing city.

Councilmember Remley, talked about dealing with trucks being in residential neighborhoods first. He talked about a lot of neighborhoods having HOAs and if the city is going to trump the HOA rules? Or if the HOA going to trump the City? Tracy said that some HOAs do have rules about trucks while others don't. Tracy said the City already restricts it. Councilmember Remley said RVs park in his neighborhood already. Tracy said that recreation vehicles don't fit with the definitions described. He talked about the existing problems within the city and the impact City growth will have. Mayor Hall talked about the genesis of the conversation and how it's important to proceed forward with that in mind. Councilmember Remley talked about the increase in the number of trucks within the City. Mayor Hall pointed out the cost of the City cost versus Contractor cost.

Councilmember Cline, talked about the impact this would have on certain districts. She talked about a potential parking authorization sticker to offer vehicles for Surprise residents. She talked about how these proposed options could be improved down the road.

Councilmember Haney, asked for clarification about what happens when the spaces are full? Tracy said that the truckers would have to go somewhere else and if they went somewhere they weren't supposed to, then the City could enforce it. He reiterated his support for option #3 and for Surprise residents.

Vice-Mayor Judd, said he was a fan of the permit idea and keeping it cheap. He said he wants to keep the cost low in case a private solution appears.

Councilmember Hastings, asked about the differences in City costs. Tracy talked about the costs. Councilmember Hastings said he would be open to option #3. He asked about the number of trucks in the City. Tracy said the MAG study provided information.

Bob said they would come back with a code amendment and an option item for future presentation. Councilmember Remley suggested Sarival avenue for future research.

- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session
- 1. Executive Disclaimer - Part 1
- L. Adjournment

Motion: To Adjourn
Initiated By: Aly Cline
Seconded By: Nick Haney

Yes: Ken Remley, Skip Hall, Nick Haney, Patrick Duffy, Aly Cline, Chris Judd, Jack Hastings
No: None
Abstain: None

Vote Result: Passed

Meeting Adjourned at 6:26 p.m.

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, 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 Workshop of **Tuesday, August 15, 2023.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 4
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, “Bella Fiesta” and dated June 8, 2023, for property generally located at the northwest corner of Bell Road and Dysart Road; FS22-1224.

Motion:

I move to approve the Final Plat entitled, “Bella Fiesta” and dated June 8, 2023.

Background:

The subject request involves subdividing one (1) lot into five (5) lots on approximately ten (10) acres on a vacant parcel. The parcel is zoned Community Commercial (C-2) and is generally located at the northwest corner of Bell Road and Dysart Road. FS22-1224.

Objective Analysis:

The subject parcel is in harmony with the purposes and intent of the Land Development Ordinance, in addition to other applicable City of Surprise regulations. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The subject parcel is consistent with the intent of the Land Development Ordinance and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-1224 Bella Fiesta Commerce Center - Final Plat - Staff Report
 2. 01 - FS22-1224 Bella Fiesta Commerce Center - Final Plat - Vicinity Map
 3. 02 - FS22-1224 Bella Fiesta Commerce Center - Final Plat - Zoning Map
 4. 03 - FS22-1224 Bella Fiesta Commerce Center - Final Plat
 5. 04 - FS22-1224 Bella Fiesta Commerce Center - Final Plat - Final Plat Exhibit
 6. FS22-1224 Bella Fiesta Commerce Center Final Plat - Presentation
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-1224

Project Name: Bella Fiesta Commerce Center – Final Plat

Council District: 4-Mulberry

City Council Date: September 5, 2023

Planner: Chris Sexton, Planner II

Owner: NWC Dysart & Bell, LLC

Applicant: Laurie Castillo with Rick Engineering Company

Request: Re-plat of one (1) lot into five (5) lots.

Site Location: Generally located at the northwest corner of Bell Road and Dysart Road

Site Size: 9.98 acres (approx.)

General Plan

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

Findings:

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

PROJECT DESCRIPTION:

Laurie Castillo with Rick Engineering, on behalf of DT Moore Family Limited Partnership, requests approval of a replat entitled “Final Plat of Bella Fiesta.” The parcel is zoned Community Commercial (C-2) and is located at the northwest corner of Bell Road and Dysart Road. The project involves a replat of one (1) lot into five (5) lots.

The size of each parcel is listed below:

Parcel A – 1.938 acres

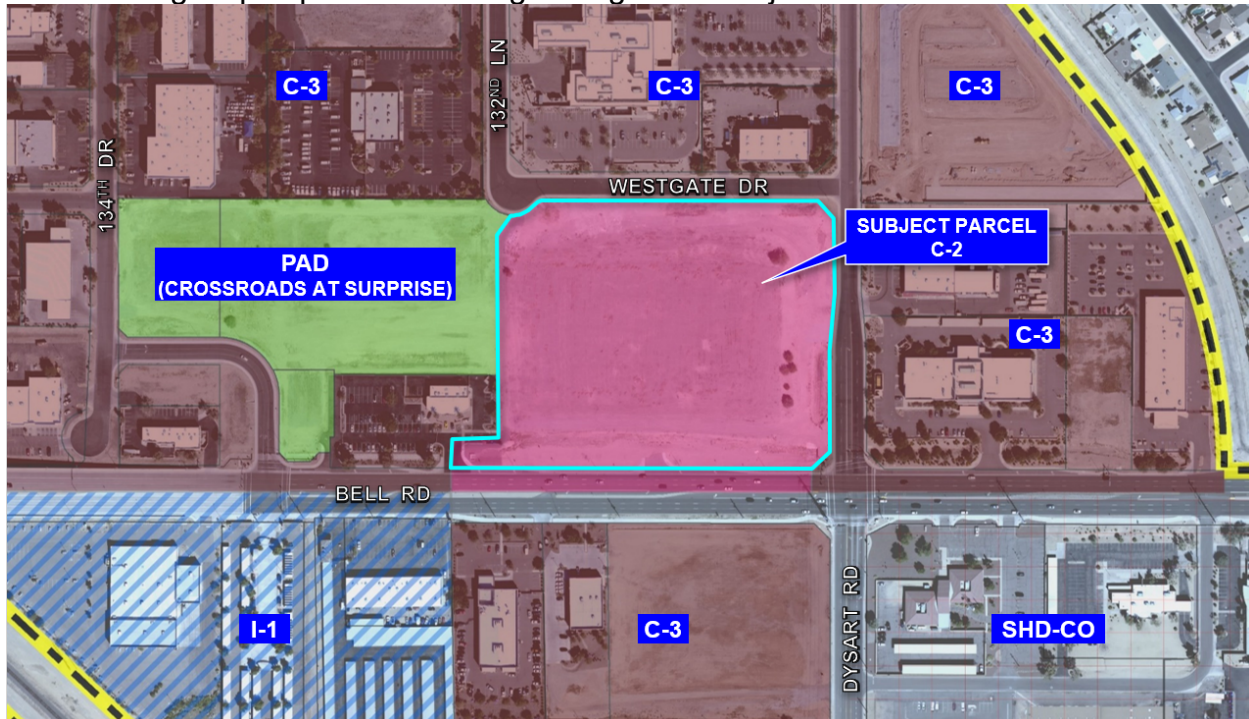
Parcel B – 1.114 acres

Parcel C – 1.339 acres
 Parcel D – 1.398 acres
 Parcel E – 4.196 acres

The proposed Final Plat also dedicates an 8-foot public utility easement (PUE) on Lots A-E plus a sidewalk easement along Lots A-E with widths varying from 8-feet to 26-feet.

SURROUNDING LAND ZONING:

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



Regional Commercial (C-3)	Regional Commercial (C-3)	Regional Commercial (C-3)
Crossroads at Surprise PAD (PAD)	Community Commercial (C-2)	Regional Commercial (C-3)
Light Industrial (I-1)	Regional Commercial (C-3)	Surprise Heritage District – Commercial Overlay (SHD-CO)

BACKGROUND:

May 23, 1996: The subject parcel was annexed into the City under Ordinance 96-08.

November 18, 2021: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR21-653.

August 30, 2022: The applicant filed a request for a Replat, the subject case FS22-1224.

Utility and Services Table:

Electric:	APS
Water:	Epcor
Wastewater:	Epcor
Refuse:	City of Surprise

Conformance with Adopted Plans:

The Surprise General Plan 2035 shows the subject property as lying within the Commerce and Office Character Area, which supports commercial development and will allow for a variety of commercial uses.

Reviewing Agencies:

In addition to the standard City reviewing agencies, Maricopa Water District and Luke AFB were included in the routing of this request, who have indicated no objections to the request.

Summary:

The applicant seeks a Final Plat across the subject property. The proposed development is compatible with the neighboring commercial land uses.

Findings:

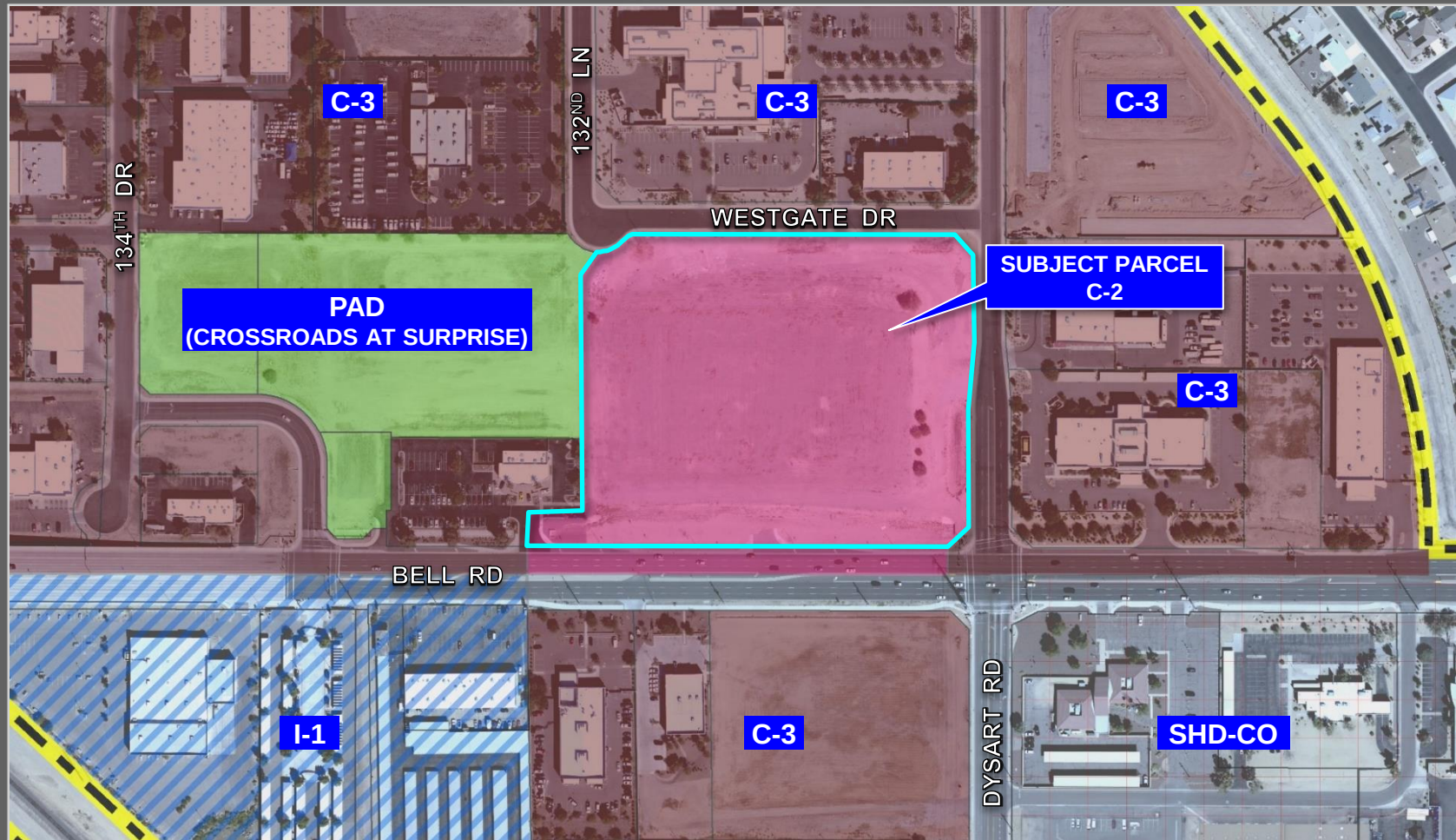
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Final Plat Exhibit
PowerPoint Presentation



FS22-1224 VICINITY MAP



FS22-1224 ZONING MAP

\\sp-rickeng.com\Projects\F055001\6062_Dysart&BellCommerce\Survey\Drawing\PLAT.dwg -- © 2023 Rick Engineering Company

FINAL PLAT BELLA FIESTA

A RE-PLAT OF LOT 1 OF BELL & DYSART COMMERCE CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 881 OF MAPS, PAGE 8, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT NWC DYSART & BELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAVE SUBDIVIDED UNDER THE NAME "BELLA FIESTA", A RE-PLAT OF LOT 1 OF BELL & DYSART COMMERCE CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 881 OF MAPS, PAGE 8, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DO HEREBY PUBLISH THIS PLAT WHICH SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

OWNER HEREBY GRANTS TO THE 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.

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

IN WITNESS WHEREOF, NWC DYSART & BELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED TO BY THE UNDERSIGNED, DULY AUTHORIZED

ON THIS 1st DAY OF August, 2023

NWC DYSART & BELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

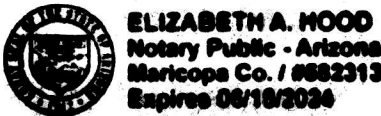
BY: MARTIN W. DE RITO INVESTMENT CO., L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: [Signature]
NAME: MARTIN W. DE RITO
ITS: MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1 DAY OF August, 2023, BY MARTIN W. DE RITO, THE MANAGER OF MARTIN W. DE RITO INVESTMENT CO., L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGER OF NWC DYSART & BELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF OF THE COMPANY.



[Signature]
NOTARY PUBLIC
June 17, 2024
MY COMMISSION EXPIRES

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. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

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

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

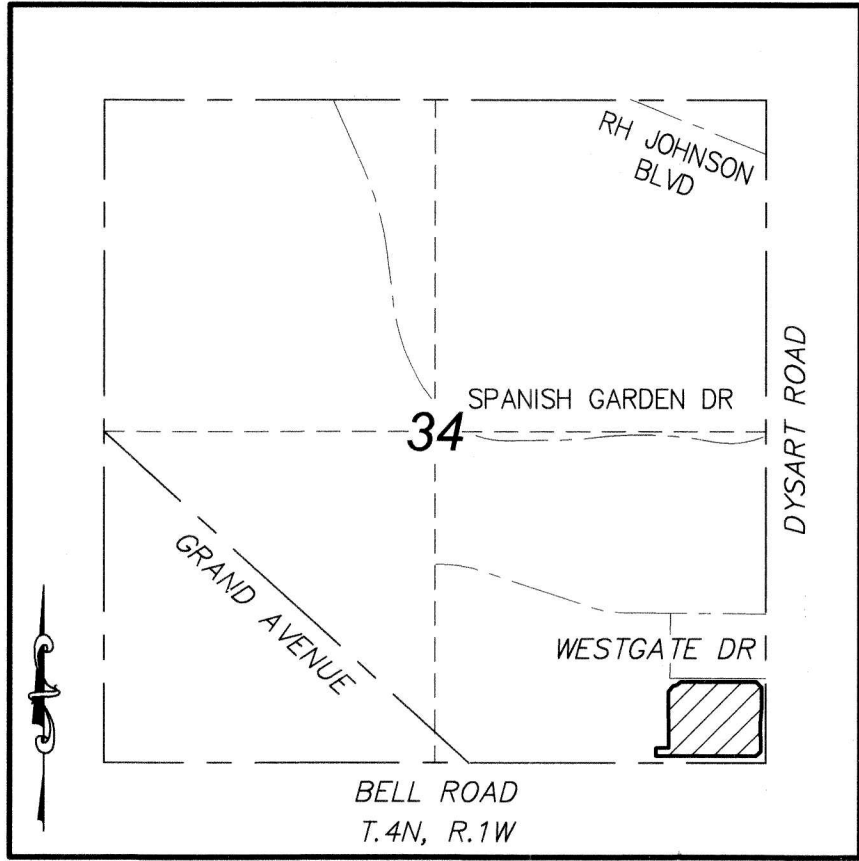
NOTES

- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- 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.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- 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.

REFERENCES

SUBDIVISION OF "BELL & DYSART COMMERCE CENTER" RECORDED IN BOOK 881, PAGE 8, M.C.R.

AREA TABLE	
PARCEL	AREA(±)
A	84,397 SQ. FT./1.938 AC.
B	48,541 SQ. FT./1.114 AC.
C	58,327 SQ. FT./1.339 AC.
D	60,915 SQ. FT./1.398 AC.
E	182,771 SQ. FT./4.196 AC.
TOTAL	434,951 SQ. FT./9.985 AC.



VICINITY MAP
N.T.S.

OWNER

NWC DYSART & BELL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
MARTIN W. DE RITO
9120 EAST TALKING STICK WAY, SUITE E1
SCOTTSDALE, ARIZONA 85250
480-834-8500

PARENT PROPERTY DESCRIPTION

LOT 1, BELL & DYSART COMMERCE CENTER, ACCORDING TO BOOK 881 OF MAPS, PAGE 8, RECORDS OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST G.&S.R.B.&M. AS SHOWN IN BOOK 881 OF MAPS PAGE 8, MARICOPA COUNTY RECORDS. SAID LINE BEARS N00°14'21"E.

FLOOD ZONE

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 1240L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY 04013C, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

CITY OF SURPRISE COUNCIL APPROVAL

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

THIS _____ DAY OF _____, 2023.

ATTEST:

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED: _____ DATE _____
CITY ENGINEER

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT SHOWN HEREON WAS COMPLETED UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JULY, 2023, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE MONUMENTS SHOWN ACTUALLY EXIST.

ERIC SOSTROM, RLS #41894
2401 W. PEORIA AVENUE, STE 130
PHOENIX, ARIZONA 85029
602.957.3350
ESOSTROM@RICKENGINEERING.COM



PROJ. NO. FS22-1224

SURVEYOR:

2401 WEST PEORIA AVENUE, SUITE 130
PHOENIX, AZ 85024
602.957.3350

RICK
ENGINEERING COMPANY

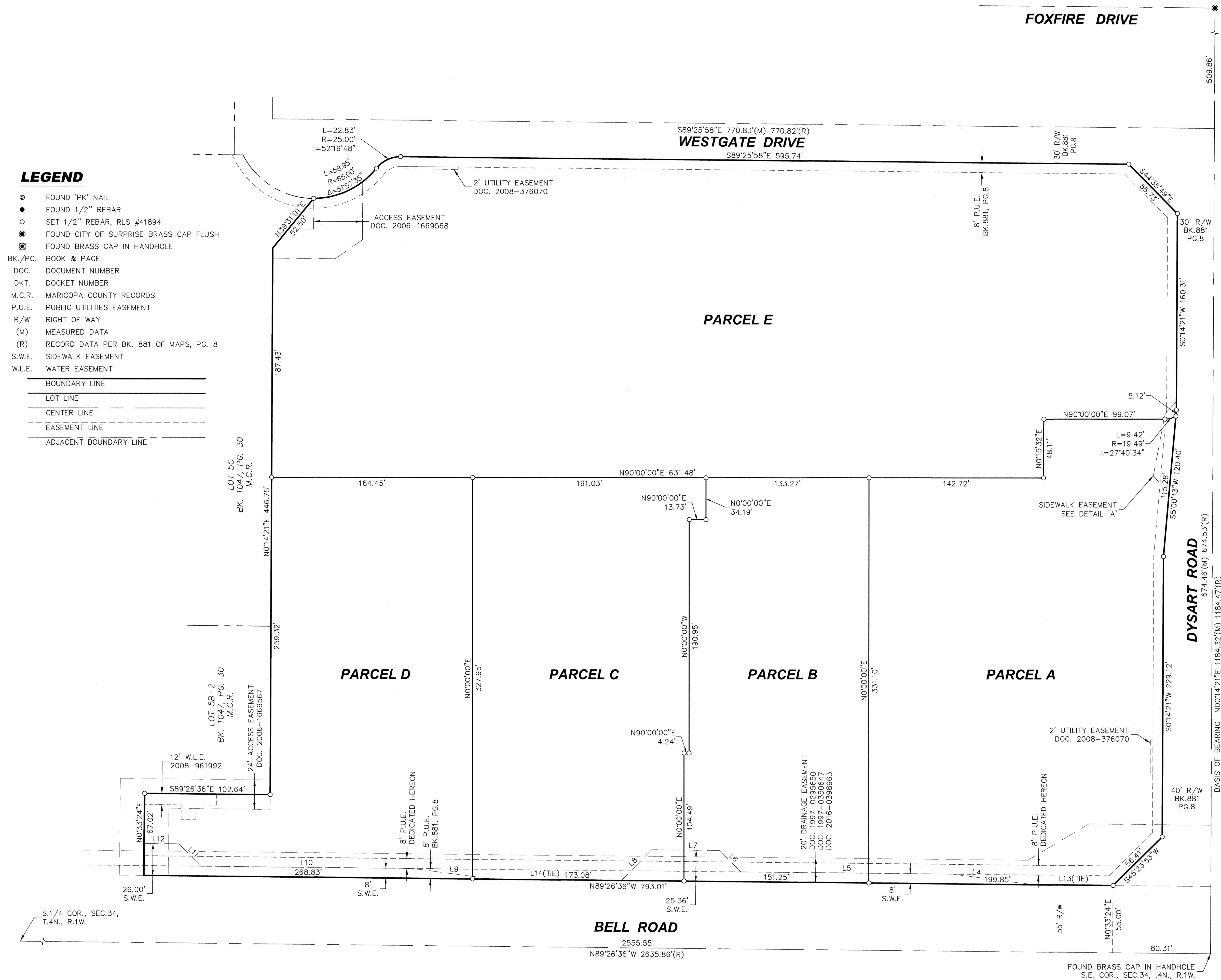
DRAWN BY: PJE
CHECKED BY: ELS
DRAWING NAME: 6062 PLAT
SCALE: NTS
DATE: 6/8/2023

FINAL PLAT
BELLA FIESTA
SURPRISE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

6062

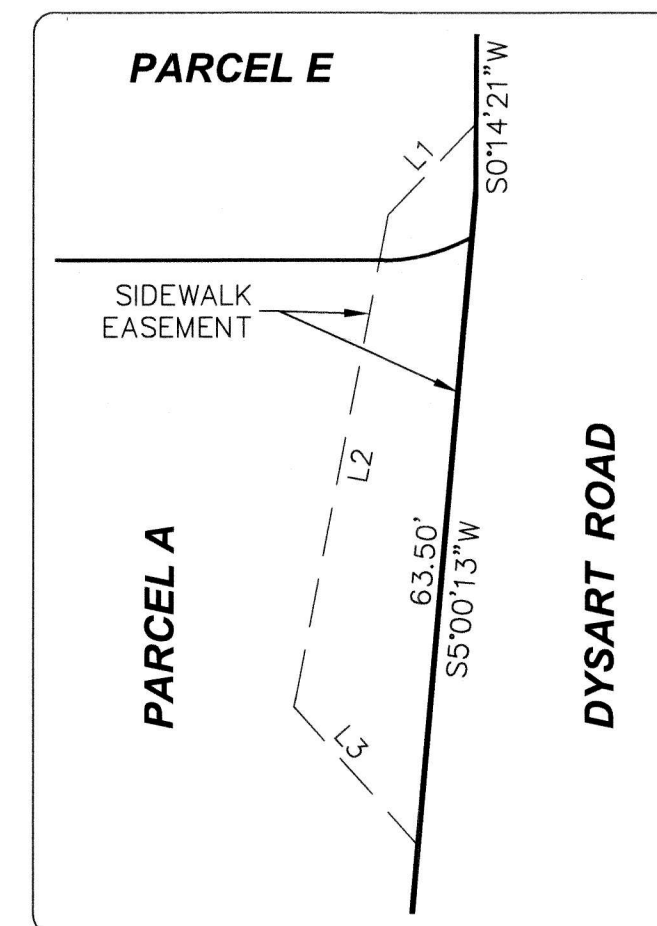
SHEET NO. 1 OF 2



LEGEND

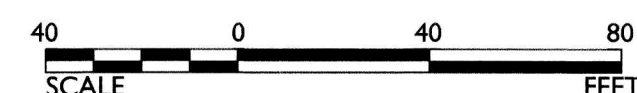
- FOUND 'PK' NAIL
 - SET 1/2" REBAR
 - SET 1/2" REBAR, RLS #41894
 - FOUND CITY OF SURPRISE BRASS CAP FLUSH
 - FOUND BRASS CAP IN HANDHOLE
- BK./PG. BOOK & PAGE
- DOC. DOCUMENT NUMBER
- DKT. DOCKET NUMBER
- M.C.R. MARICOPA COUNTY RECORDS
- P.U.E. PUBLIC UTILITIES EASEMENT
- R/W RIGHT OF WAY
- (M) MEASURED DATA
- (R) RECORD DATA PER BK. 881 OF MAPS, PG. 8
- S.W.E. SIDEWALK EASEMENT
- W.L.E. WATER EASEMENT

BOUNDARY LINE
LOT LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE



DETAIL 'A'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S43°55'22"W	13.29'
L2	S10°47'22"W	52.06'
L3	S41°56'27"E	19.38'
L4	N82°35'38"W	67.08'
L5	N89°26'36"W	173.30'
L6	N44°34'43"W	24.61'
L7	N89°26'36"W	55.73'
L8	S44°34'43"W	35.26'
L9	N82°39'33"W	67.72'
L10	N89°26'36"W	173.08'
L11	N44°34'43"W	25.52'
L12	N89°26'36"W	28.46'

**PROJ. NO. FS22-1224**

FINAL PLAT

BELLA FIESTA

SURPRISE, ARIZONA

2401 WEST PEORIA AVENUE, SUITE 130
PHOENIX, AZ 85024
602.957.3350

ENGINEERING COMPANY

rickengineering.com

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

DRAWING NAME: 6062 PLAT	DRAWN BY: BJE	SCALE: 1" = 40'
-------------------------	---------------	-----------------

DOWN DI. TUE	SCALE: 1 - 40
CHECKED BY: ELS	DATE: 7/11/2023

[illegible]

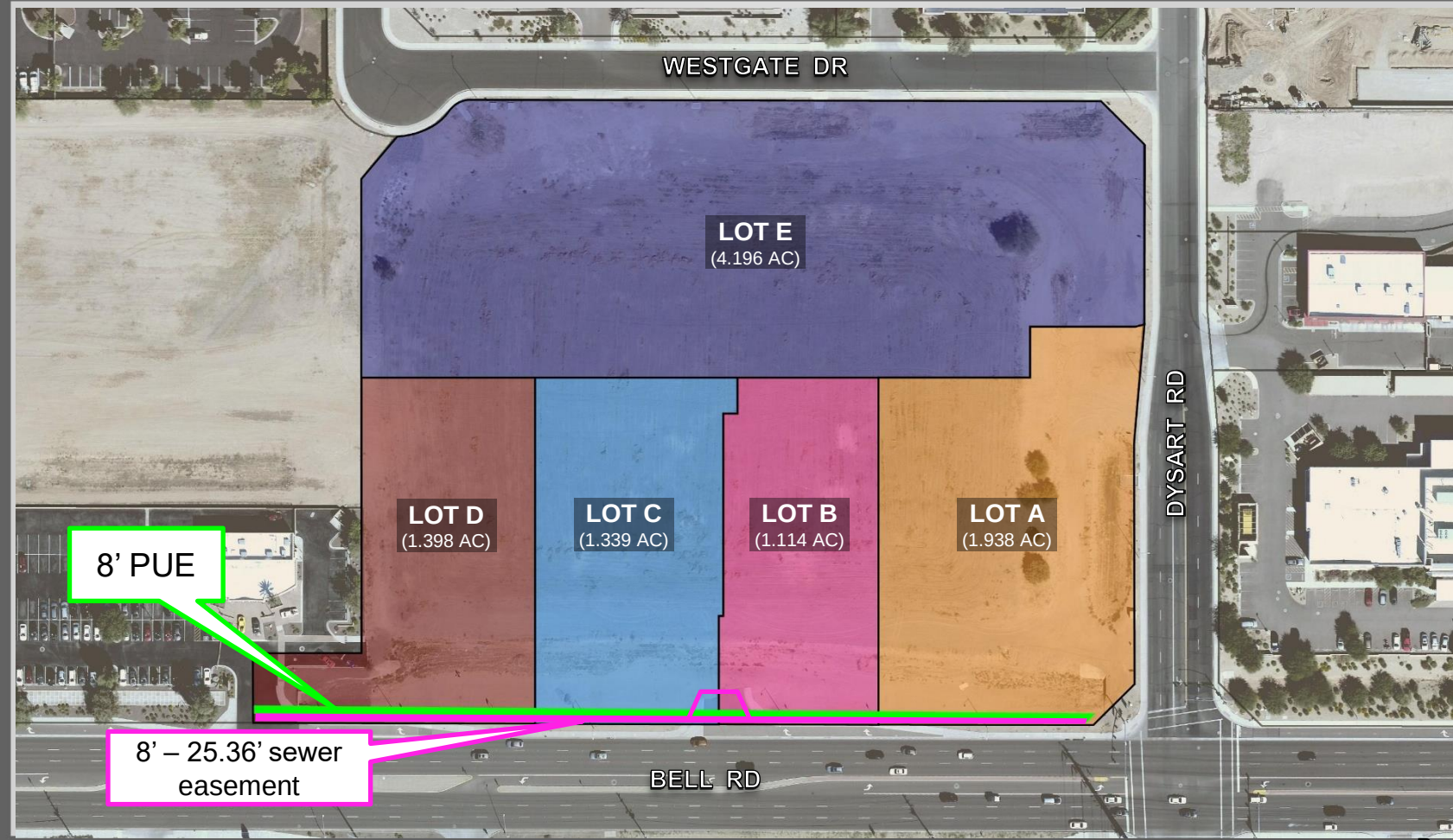
Contact Arizona 811 at least two full working days before you begin excavation



Call 811 or click Arizona811.com

6062

SHEET NO. 2 OF 2





FS22-1224

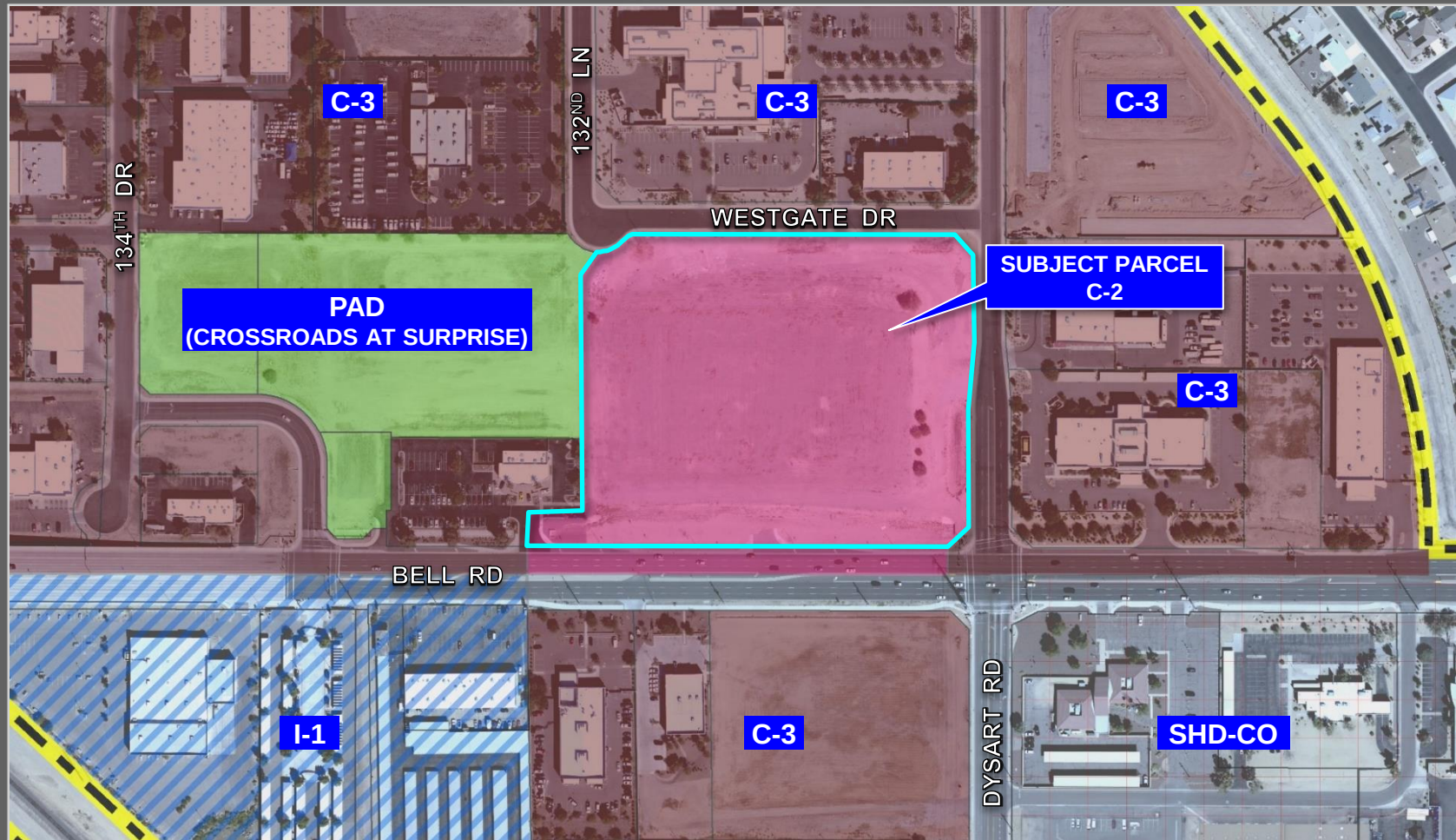
Bella Fiesta Commerce Center

Final Plat

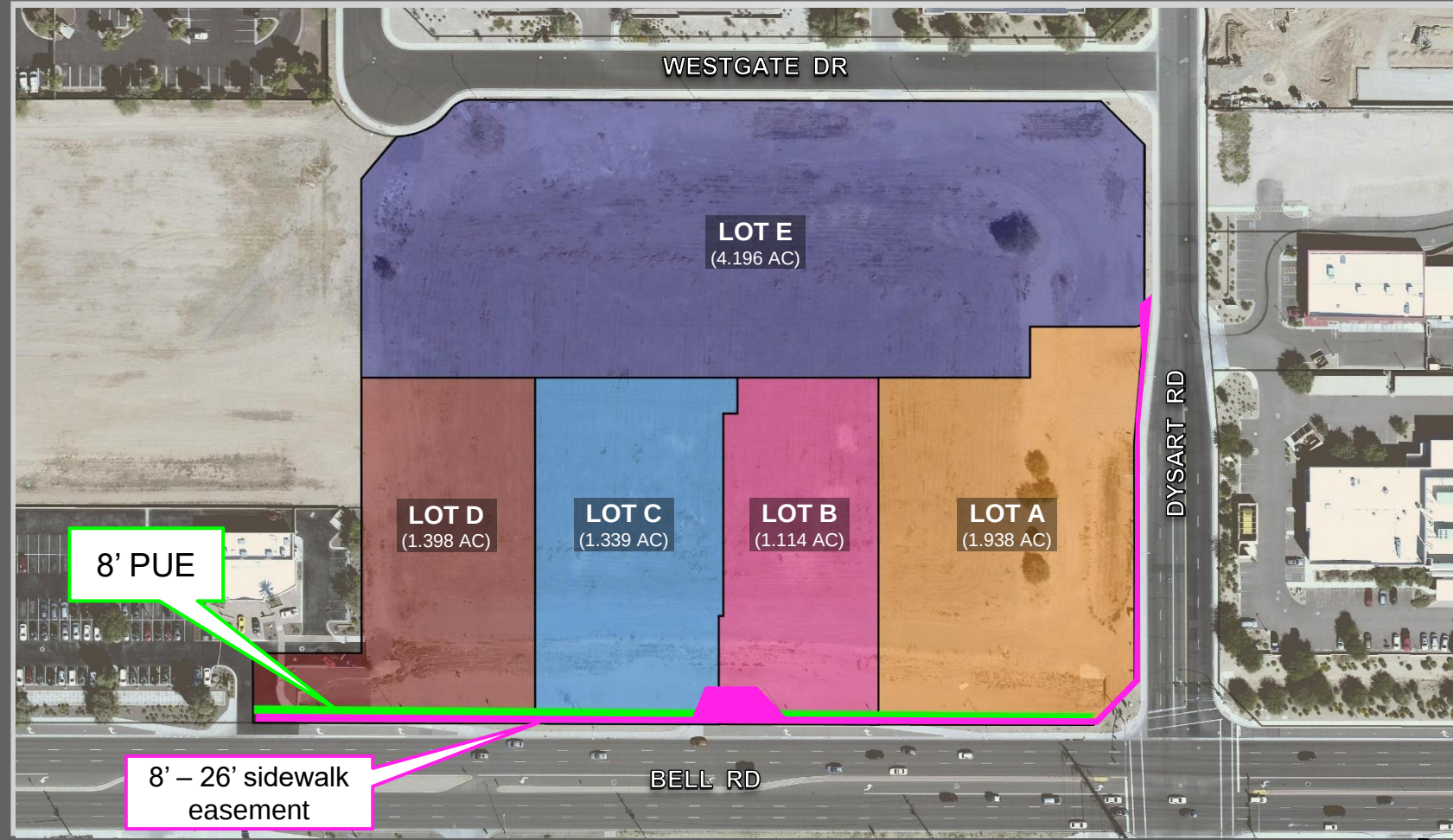
City Council – September 5, 2023



FS22-1224 VICINITY MAP



FS22-1224 ZONING MAP







SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023 Contact Person: Jani Wertin
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, "Replat of Williams 223 Lot 2" and dated June 29, 2023, a property located at the northeast corner of Williams Road and 223rd Avenue; Case FS23-0253.

Motion:

I move to approve the Final Plat entitled, "Replat of Williams 223 Lot 2" and dated June 29, 2023.

Background:

Francisco Rosales, the owner of this parcel, seeks approval of a Final Plat of the subject property located at the northeast corner of Williams Road and 223rd Avenue. The proposed Final Plat splits the subject property, one (1) existing parcel of approximately 2.51 gross acres, into two (2) parcels.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS23-0253 Rosales Residence Final Plat - Staff Report
 2. 01 - FS23-0253 Rosales Residence Final Plat - Vicinity Map
 3. 02 - FS23-0253 Rosales Residence Final Plat - Zoning Map
 4. 03 - FS23-0253 Rosales Residence Final Plat - Final Plat
 5. 04 - FS23-0253 Rosales Residence Final Plat - Final Plat Exhibit
 6. 05 - FS23-0253 Rosales Residence Final Plat - Luke Letter
 7. FS23-0253 Rosales Residence Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0253

Project Name: Rosales Residence Final Plat

Council District: 1 – Acacia

City Council Date: September 5, 2023

Planner: Jani Wertin, Planner I

Owner: Francisco Rosales

Applicant: Francisco Rosales

Request: Final Plat to subdivide one (1) parcel approximately 2.51 gross acres, into two (2) parcels.

Site Location: Located at the northeast corner of Williams Road and 223rd Avenue

Site Size: Approximately 2.51 gross acres

Findings:

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

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

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

Additional Information:

Francisco Rosales, the owner of this parcel, requests approval of a Final Plat entitled “Replat of Williams 223 Lot 2”, dated June 29, 2023. The subject parcel is zoned Rural Residential (RR) and is located at the northeast corner of Williams Road and 223rd Avenue. The proposed Final Plat subdivides one (1) existing parcel of approximately 2.51 gross acres, into two (2) parcels.

No additional right of way (ROW) dedications or easements are being proposed with this plat.



Lots 2A and 2B of the proposed Final Plat meet or exceed the development standards of the Rural Residential (RR) zoning district as outlined in Table 106-2b of the City of Surprise Land Development Ordinance.

Table 106-2b – Rural Residential (RR) Zoning District	
Min. lot area (sf)	≥ 43,560
Min. lot width	130
Min. front setback (ft)	30
Min. rear setback ¹ (ft)	30
Min. side setback ¹ (ft)	20
Min. street side setback ¹ (ft)	20
Max. bldg. height (ft)	40
Lot coverage	25%
Open space (% of gross acres of residential development) ²	10%
Notes:	
1. Garage face and embellishments shall be setback a minimum of 20 feet measured from the opposing property line except rear, alley loaded garages, which shall be setback nine feet from edge of alley line.	

2. The city requires open spaces on a new subdivision; if recorded as metes and bounds or by a minor land division than open space will be required on each individual lot; such as open space of trail easements.

The square footage for each parcel is below:

- Lot 2A – 1.25 acres (54,610.97 square feet)
- Lot 2B – 1.25 acres (54,597.35 square feet)

General Plan Conformance:

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

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

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

Reviewing Agencies:

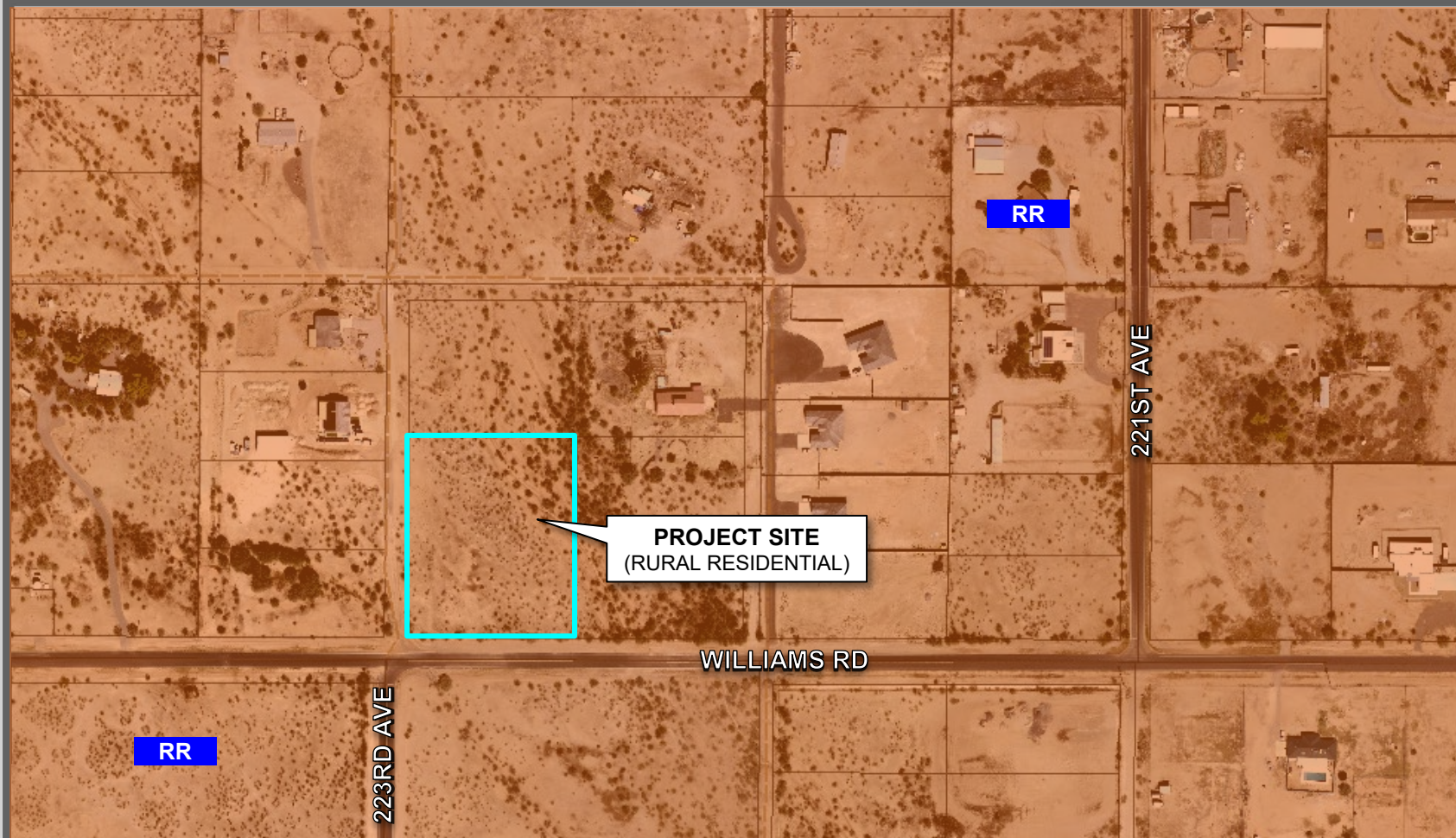
This project was routed to both Luke Air Force Base and the Maricopa Water District. Both agencies have indicated no objections.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Plat Exhibit
05 Luke Letter
PPT



FS23-0253 VICINITY MAP



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT FRANCISCO L. ROSALES BARAJAS, A MARRIED MAN AND MARIA DE LA LUZ ROSALES, A MARRIED WOMAN, "OWNERS" HAS SUBDIVIDED UNDER THE NAME WILLIAMS 223 LOT 2, A SUBDIVISION LOCATED IN A PORTION OF NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF WILLIAMS 223 LOT 2 AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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 PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR FOR TRASH COLLECTION AND EMERGENCY VEHICLES .

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

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

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

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

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

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

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

FRANCISCO L. ROSALES BARAJAS, A MARRIED MAN AND MARIA DE LA LUZ ROSALES, A MARRIED WOMAN

BY: _____

ITS: _____

DEDICATION ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

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

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

BY: _____
NOTARY PUBLIC MY COMMISSION EXPIRES

APPROVALS

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

APPROVED _____ DATE
CITY ENGINEER

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

ATTEST:
MAYOR DATE

CITY CLERK DATE

REPLAT
"WILLIAMS 223 LOT 2"
A PORTION OF NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

SURVEYORS NOTES

1. MONUMENTS FOUND DURING THIS FIELD SURVEY WERE ACCEPTED UNLESS OTHERWISE NOTED HEREIN.
2. CURRENT MINERAL CLAIMS ON LANDS SHOWN IN THIS SURVEY ARE NOT KNOWN TO THIS SURVEYOR.
3. IT IS RECOMMENDED THAT THE CLIENT RETAIN LEGAL CONSULTATION TO THOROUGHLY EXAMINE TITLE FOR ANY CLAIMS, DEFECTS OR LIABILITY UNDISCLOSED BY THIS SURVEY.
4. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUE AT THE SURVEY DATE WITH ITS ORIGINAL SEAL TO ENSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER ENSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE.
5. THIS SURVEY WAS PERFORMED USING GPS (GLOBAL POSITIONING SYSTEMS) TO OPTIMIZE THE RELATIVE POSITIONING OF FOUND CORNERS. EXTREME CARE HAS BEEN TAKEN TO PRODUCE SURFACE MEASUREMENTS OF THE MONUMENTS FOUND.
6. ALL BEARINGS AND DISTANCES SHOWN ARE MEASURED (M) FROM MONUMENT TO MONUMENT UNLESS OTHERWISE NOTED.
7. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO OR OBTAINED BY THIS SURVEYOR. NO ABSTRACT OF TITLE WAS FURNISHED TO THIS SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.

PUBLIC NOTICE

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

RELEASE OF LIABILITY

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

CITY OF SURPRISE PLAT NOTES

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

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

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

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

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

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

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

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X AND AE," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1185L, WITH A DATE OF IDENTIFICATION OF 10/16/2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

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

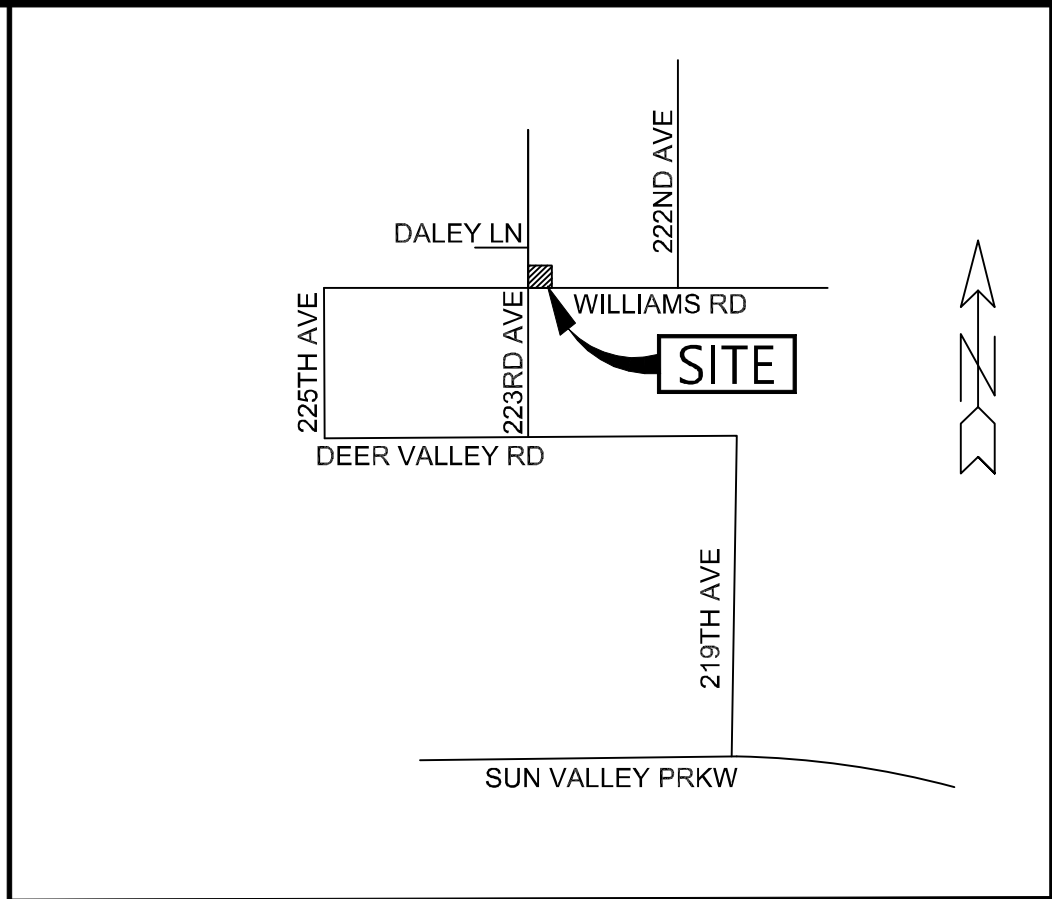
PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

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

DEVELOPMENT WITHIN THE DESIGNATED FLOOD WAY IS PROHIBITED.

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

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



VICINITY MAP N.T.S.

OWNER

FRANCISCO L. ROSALES BARAJAS, A MARRIED MAN AND MARIA DE LA LUZ ROSALES, A MARRIED WOMAN
25201 N 48TH AVE.
PHOENIX, AZ. 85083

BASIS OF BEARING

THE SOUTH LINE OF THE NORTH HALF OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

BEARING = N 89°48'36" E (BOOK 1403 PG. 24 MCR)

PARENT PARCEL

PARCEL 2 OF WILLIAMS 223, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1641 OF MAPS, PAGE 16.

RESULTANT PARCELS

PARCEL 2A
THE NORTH HALF OF PARCEL 2 OF WILLIAMS 223, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1641 OF MAPS, PAGE 16.

PARCEL 2B
THE SOUTH HALF OF PARCEL 2 OF WILLIAMS 223, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1641 OF MAPS, PAGE 16.

ZONING

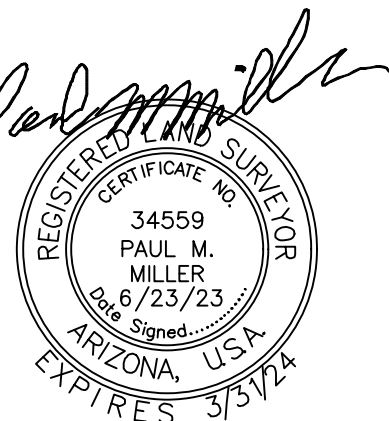
RURAL RESIDENTIAL (RR)

SITE AREA

Area	Sq. Feet	Acre
PARCEL 2A	54610.97±	1.25±
PARCEL 2B	54597.35±	1.25±
Total	109208.32±	2.51±

LAND SURVEYORS CERTIFICATION

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



REGISTRATION NO. 34559, AZ.
REGISTERED LAND SURVEYOR

FS23-0253

REPLAT
"WILLIAMS 223 LOT 2"
A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

REVISIONS:

REV. 1

REV. 2

REV. 3

REV. 4

DESIGN BY: N/A
DRAWN BY: MMM
SCALE: N/A
DATE: 6/23/23

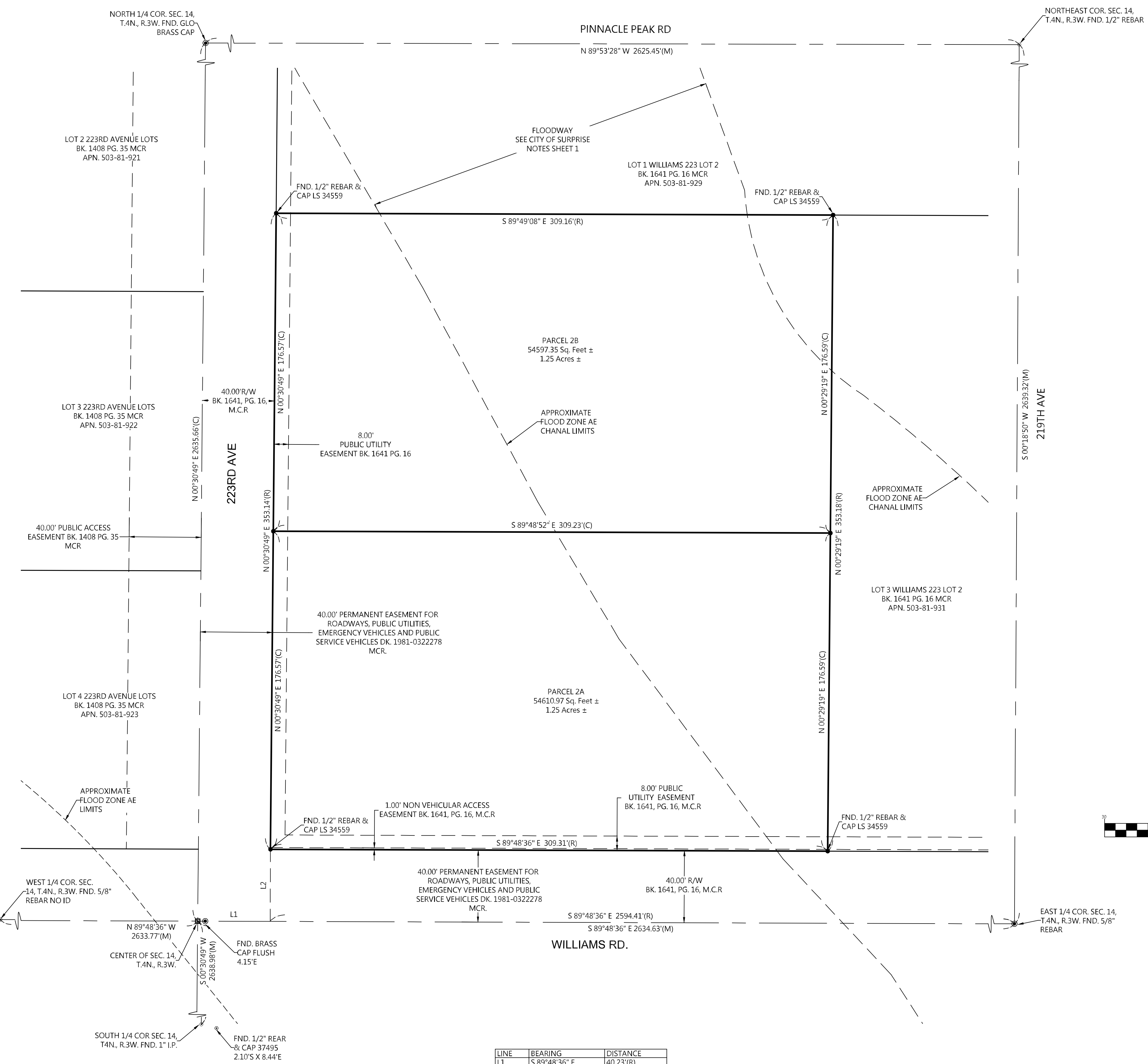
JOB NO.
22-122

1 of 2

MILLER & SONS SURVEYING

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

Page 41 of 341



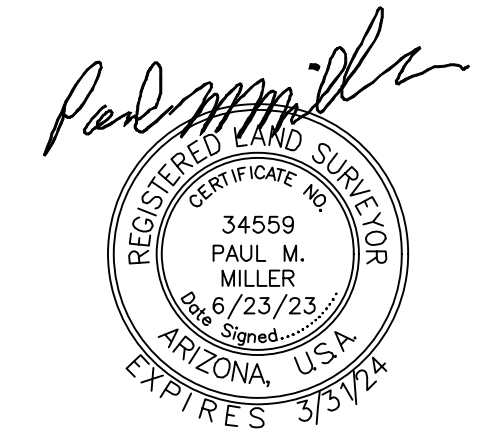
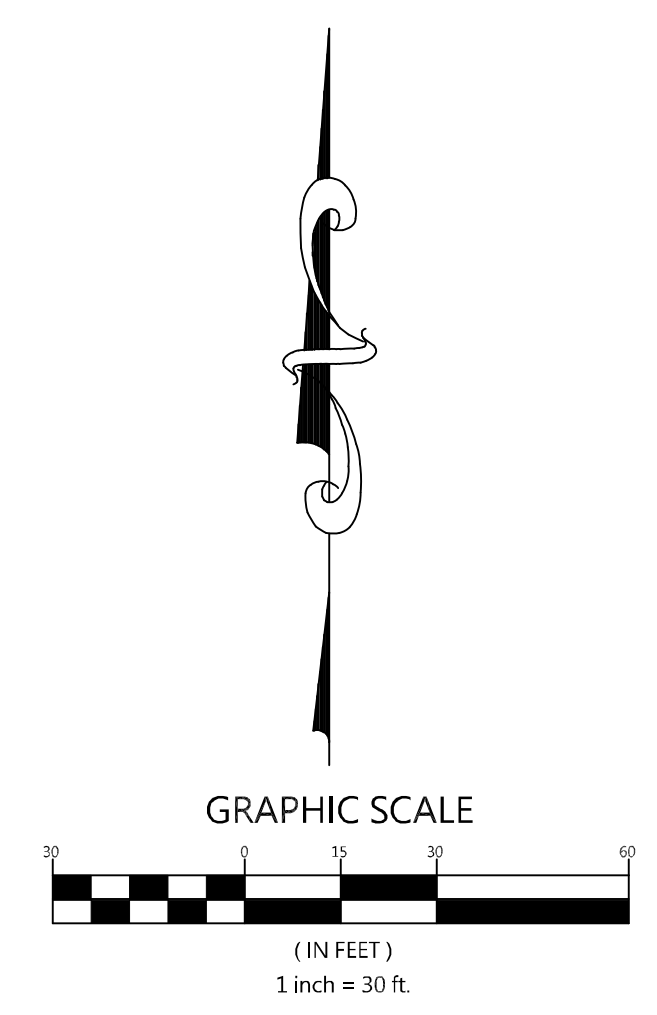
LINETYPE LEGEND (TYPICAL)	
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	ROAD CENTERLINE
	EASEMENT (AS NOTED)

SYMBOL LEGEND (TYPICAL)	
	BRASS CAP FLUSH (OR AS NOTED)
	BRASS CAP IN HANDHOLE (OR AS NOTED)
	FOUND REBAR (OR AS NOTED)
	SET 1/2" REBAR W/ CAP LS # 34559 (OR AS NOTED)
	NOTHING FOUND OR SET
	SET MAG NAIL & TAG RLS 34559

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

REFERENCE DOCUMENTS	
BOOK 950, PAGE 17, M.C.R.	
BOOK 997, PAGE 07, M.C.R.	
BOOK 1027, PAGE 39, M.C.R.	
BOOK 1242, PAGE 35, M.C.R.	
BOOK 1301, PAGE 28, M.C.R.	
BOOK 1408, PAGE 35, M.C.R.	
BOOK 1641, PAGE 16, M.C.R.	

Area	Sq. Feet	Acres
PARCEL 2A	54610.97±	1.25±
PARCEL 2B	54597.35±	1.25±
Total	109208.32±	2.51±



REGISTRATION NO. 34559, AZ.
REGISTERED LAND SURVEYOR

LINE	BEARING	DISTANCE
L1	S 89°48'36" E	40.23'(R)
L2	N 00°11'24" E	40.00'(R)

REV. 1

REV. 2

REV. 3

REV. 4

DESIGN BY: N/A

DRAWN BY: MMM

SCALE: 1" = 30'

DATE: 6/23/23

JOB NO. 22-122

2 of 2

REPLAT
"WILLIAMS 223 LOT 2"
A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MILLER & SONS SURVEYING

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

FS23-0253



FS23-0253 PLAT EXHIBIT

From: [RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE](#)
To: [Nichole Flores](#); [Tierney Farago](#)
Cc: [JAMES, MARK C CIV USAF AETC 56 FW/CVE](#); [56 FW/CIT Community Initiative](#)
Subject: RE: FS23-0253 Minor Land Division Rosales Residence - New Digital Submittal 03.24.23
Date: Wednesday, April 12, 2023 3:29:10 PM
Attachments: [RE CR23-0052 Rosales Residence.msg](#)
Importance: High

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

Good afternoon Nichole,

Thank you for the opportunity to review the Minor Land Division for APN 503-81-930 (Rosales Residence). The parcel consists of 2.5 acres of vacant land at 22126 W. Lone Mountain Rd. in Surprise AZ. The project is to split the parcel into two 1.25 acre lots for future home development with a density of 1du/ac. The site falls approximately 1 mile outside the 2004 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

This project was previously commented on via "CR23-0052 Rosales Residence" (attached) and will not affect our previous input. As described, this project will not negatively impact the flying operations at Luke AFB. Since the site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights per day. We also recommend a strong notification program on the part of the applicant to inform any potential tenants about Luke AFB operations.

V/r,

Jenn Rahn

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

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

Sent: Friday, March 24, 2023 12:10 PM

To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Gregory McDowell (MCDOT) <Gregory.McDowell@maricopa.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>

Cc: Tierney Farago <Tierney.Farago@surpriseaz.gov>

Subject: [Non-DoD Source] FS23-0253 Minor Land Division Rosales Residence - New Digital Submittal 03.24.23

Good afternoon,

ON BEHALF OF TIERNEY FARAGO, attached please find the **application**, **narrative**, and **minor land division** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores

Planning Project Coordinator

City of Surprise | Community Development

16000 N Civic Center Plz | Surprise AZ 85374

(623) 222-3244 Direct

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

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

0.1



FS23-0253 Rosales Residence Final Plat – Final Plat

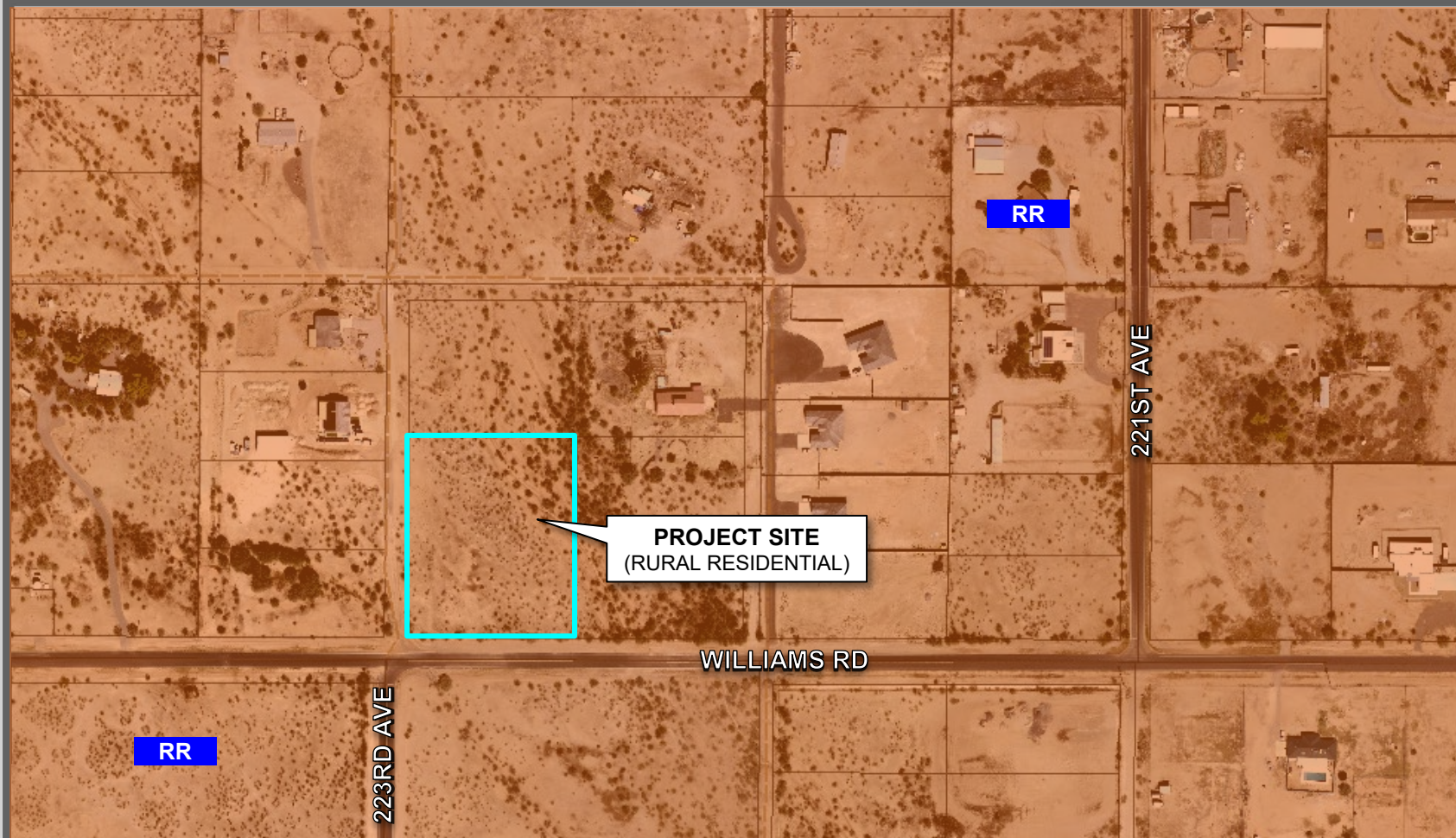
City Council
September 5, 2023



FS23-0253 VICINITY MAP



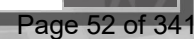
FS23-0253 VICINITY MAP



FS23-0253 ZONING MAP



FS23-0253 PLAT EXHIBIT





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 5, 2023
Submitting Department: Human Svcs and Comm
Vitality
Staff Recommendations:

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

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

Agenda Wording:

Consideration and action pertaining to the approval of Amendment No. 3 to the Intergovernmental Agreement with Maricopa County for Home Program Funds, amending the Fiscal Year 2024 Budget by moving budget authority in the amount of \$400,500 from General Contingency to the Neighborhood Revitalization Fund, and revising the Contract Award Authority List; Resolution # 2023-117.

Motion:

I move to approve Resolution # 2023-117.

Background:

The Cities and Towns of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County have previously entered into an Intergovernmental Agreement (IGA) to form the Maricopa HOME Consortium (HOME Consortium IGA) to receive, distribute and administer HOME Investment Partnerships Funds (HOME).

The United States Department of Housing and Urban Development and Maricopa County Consortium has allocated the City of Surprise \$400,423 for Tenant Based Rental Assistance to help low income residents of Surprise.

Objective Analysis:

This action will allow the Human Service & Community Vitality Department to continue to provide Tenant Based Rental Assistance to help low-income residents of Surprise.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

This one-time item will allow expenditures of up to \$400,423 in HOME Partnership grant funding. These expenditures will be reimbursed by Maricopa County. There is a 25% match requirement that has already been met through the city's support of the Heritage at Surprise project.

Budget Impact:

This action will result in the movement of budget authority from General Contingency to the Neighborhood Revitalization Fund in the amount of \$400,500. This action represents a movement of budget authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

None

ATTACHMENTS:

1. Surprise HOME Amendment 3 (5)
 2. Res 2023-117
-

AMENDMENT NO. 3 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

- I. Maricopa County ("County") administered by its Human Services Department and the City of Surprise ("City") entered into a financial Intergovernmental Agreement ("Agreement") on or about March 31, 2021. The purpose of the Agreement is for the City to provide Tenant Based Rental Assistance (TBRA) and security deposits to eligible individuals that reside in the City of Surprise. The County provided the City with \$184,855 in PY2020 HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development (HUD) funds, under ALN 14.239. All work performed or cost incurred or expended shall be reimbursable through September 30, 2024. The County and the City may be referred to individually as the "Party" and collectively referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about March 17, 2022. The Amendment extended the termination date from September 30, 2024, through September 30, 2025. The Amendment also added agreement required language specific to: Whistleblower Rights; Force Majeure; Administrative Change Orders; and Compensation. The Amendment added 2021 Work Statement for the City to provide Tenant Based Rental Assistance (TBRA) and security deposits to eligible individuals that reside in the city of Surprise. The County provided the City an increase in funding in the amount of \$185,929 PY21 HOME funds for the work statement activities. The Agreement funding amount increased from \$184,855 to \$370,784.

The Parties fully executed Amendment No. 2 on or about January 25, 2023. The Amendment added 2022 Work Statement for the City to provide Tenant Based Rental Assistance to residents. The County provided the City with an increase in funding in the amount of \$200,703 in PY22 HOME funds for the work statement activities. The expenditure time frame for this Work Statement is through September 30, 2025. The Agreement funding amount increased from \$370,784 to \$571,487 in HOME funds.

- II. The Parties agree to enter into this Amendment No. 3 to amend the Agreement as follows:
- A. Revise Section 3 (Work Statement) to add two new Work Statements for HOME funded activities:
1. 2023 TBRA Work Statement attached and incorporated into the Agreement. The City shall provide Tenant Based Rental Assistance (TBRA) to eligible individuals and families that reside in the greater Surprise area. Rental subsidies will be provided by the City to eligible households, who are homeless or at risk of becoming homeless. The County shall provide the City with HUD PY2023 HOME under ALN 14.239 funding in a not-to exceed amount of \$252,694 funds for this activity. The expenditure time frame is through June 30, 2024.

2. 2023 UC-TBRA Work Statement attached and incorporated into the Agreement. The City shall provide Tenant Based Rental Assistance (TBRA) to eligible individuals and families that reside in the greater Surprise area. Rental subsidies will be provided by the City to eligible households, who are homeless or at risk of becoming homeless. The County shall provide the City with HUD PY2019 HOME under ALN 14.239 funding in a not-to exceed amount of \$147,729 in HOME funds for this activity. The expenditure timeframe is through June 30, 2024.
- B. The Agreement funding amount shall be increased from \$571,487 to \$971,910 in HOME funds.
- III. Section II above contains all the changes made by this Amendment No. 3. All other terms and conditions of the Agreement and previously approved Amendments shall remain the same and in full force and effect as approved.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 3 on their behalf, and it shall be effective upon approval and signature by both Parties.

[Signatures contained in following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 3:

FOR CITY OF SURPRISE:

Skip Hall Date
Mayor

Attestation:

Kristi Passarelli Date
City Clerk

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Attorney for the City Date

FOR MARICOPA COUNTY:

Clint Hickman Date
Chairman Board of Supervisors

Attestation:

Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Deputy County Attorney Date

MARICOPA COUNTY
2023 TBRA Work Statement
HOME Investment Partnerships Program
Program Year 2023

Consortium Member: City of Surprise, Arizona
Funding: \$252,694 (\$236,901 EN and \$15,793 AD)
Project: Tenant Based Rental Assistance (TBRA)
Type of Property: Rental

1. FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMINISTRATION (AD)	PROGRAM INCOME (PI) (non-reimbursable, IDIS draw only)	TOTAL BUDGET
PY 2023	\$236,901	\$15,793	\$0	\$252,694

2. DETAILED SCOPE OF WORK:

- 2.1 Tenant Based Rental Assistance within the City is certified a “High” priority in the Consolidated Plan. The City will contract with a Subcontractor to administer the Project.
- 2.2 Type of assistance/activity to be provided with HOME funds: Tenant Based Rental Assistance.
- 2.3 Methods and instruments used for ensuring affordability: The maximum amount of monthly assistance paid to, or on behalf of, a family may not exceed the difference between a rent standard for the bedroom size and 30% of the family’s monthly adjusted income. The subrecipient will annually determine that the family income continues to be low-income.
- 2.4 Surprise TBRA vouchers may be used in other West Valley cities to include but not limited to El Mirage, Youngtown, Goodyear, and Sun City.

3. OBJECTIVES AND OUTCOMES:

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

4. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	ACTIVITIES In order to address the issue, the subrecipient will conduct the following activities:	OUTPUTS Once completed, these activities will produce the following:	OUTCOMES When completed, these activities will lead to the following changes:	IMPACT Long term changes:
HOME funding	Provide rental subsidies to low-income households who are homeless or at risk of becoming homeless.	Low-income households will be provided access to affordable rental housing opportunities.	Low-income families will be provided a more stable living situation leading to self-sufficiency.	Stable neighborhoods; Access to affordable housing. Self-sufficiency.

5. PROPOSED HOME-ASSISTED BENEFICIARIES:

Targeted Population by Income Level	Number of Households	Total Number of Units
Households at or below 50%	6	6
Households at or below 60%	6	6
Households at or below 80%	0	0
TOTAL	12	12

6. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population.

Priority Populations	No. of Units
Elderly	0
Physically Disabled	0
Other Priority Populations: Veterans	0

7. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Executed Agreement		
TBRA CENST Environmental Review	Completed	Completed
Service Provider Agreement	9/1/23	9/1/23
Application intake – income certification	9/1/23	Ongoing
HQS Inspections	Ongoing	Ongoing
Unit occupied by LMI households	Ongoing	Ongoing
Unit Activity Set-up in IDIS	Ongoing	Ongoing
Activity Closeout	6/30/24	Final Draw

Any change to the Timeline will need to be submitted to and approved by Maricopa County.

8. ACTIVITY BUDGET SUMMARY:

RENTAL COSTS	2023 HOME FUNDS	Additional Sources* (defined in Table 9 & 10)	TOTAL COST
Monthly Rent; Utility Costs; Security and Utility Deposits; Program Delivery expenses	\$236,901	\$0	\$236,901
Administration	\$15,793	\$35,392	\$51,185
TOTAL	\$252,694	\$35,392	\$288,086

9. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT
TBRA Subrecipient	\$35,392
TOTAL	\$35,392

10. MATCH:

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of request for payment(s).

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	TBRA Subrecipient	\$35,392.00
Value of waived taxes, fees or charges associated with HOME projects	City Contribution	\$24,583.25
Value of donated land or real property		
Infrastructure improvements associated with HOME projects		
Value of donated materials, equipment, labor, and professional services or sweat equity		
TOTAL		\$59,975.25

MARICOPA COUNTY
2023 UC-TBRA Work Statement Reallocated Funds
HOME Investment Partnerships Program
Program Year 2019

Consortium Member: City of Surprise, Arizona
Funding: \$147,729 (\$147,729 EN)
Project: Tenant Based Rental Assistance (TBRA)
Type of Property: Rental

1. FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMINISTRATION (AD)	PROGRAM INCOME (PI) (non-reimbursable, IDIS draw only)	TOTAL BUDGET
PY 2019 Funds	\$147,729	\$0	\$0	\$147,729

2. DETAILED SCOPE OF WORK:

- 2.1 Tenant Based Rental Assistance within the City is certified a "High" priority in the Consolidated Plan. The City will contract with a Subcontractor to administer the Project.
- 2.2 Type of assistance/activity to be provided with HOME funds: Tenant Based Rental Assistance.
- 2.3 Methods and instruments used for ensuring affordability: The maximum amount of monthly assistance paid to, or on behalf of, a family may not exceed the difference between a rent standard for the bedroom size and 30% of the family's monthly adjusted income. The subrecipient will annually determine that the family income continues to be low-income.
- 2.4 Surprise TBRA vouchers may be used in other West Valley cities to include but not limited to El Mirage, Youngtown, Goodyear, and Sun City.

3. OBJECTIVES AND OUTCOMES:

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

4. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	ACTIVITIES In order to address the issue, the subrecipient will conduct the following activities:	OUTPUTS Once completed, these activities will produce the following:	OUTCOMES When completed, these activities will lead to the following changes:	IMPACT Long term changes:
HOME funding	Provide rental subsidies to low-income households who are homeless or at risk of becoming homeless.	Low-income households will be provided access to affordable rental housing opportunities.	Low-income families will be provided a more stable living situation leading to self-sufficiency.	Stable neighborhoods; Access to affordable housing. Self-sufficiency.

5. PROPOSED HOME-ASSISTED BENEFICIARIES:

Targeted Population by Income Level	Number of Households	Total Number of Units
Households at or below 50%	5	5
Households at or below 60%	2	2
Households at or below 80%		
TOTAL	7	7

6. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population.

Priority Populations	No. of Units
Elderly	
Physically Disabled	
Other Priority Populations: Veterans	

7. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Executed Agreement		
TBRA CENST Environmental Review	Completed	Completed
Service Provider Agreement	9/1/23	9/1/23
Application intake – income certification	9/1/23	Ongoing
HQS Inspections	Ongoing	Ongoing
Unit occupied by LMI households	Ongoing	Ongoing

Unit Activity Set-up in IDIS	Ongoing	Ongoing
Activity Closeout	6/30/24	Final Draw

Any change to the Timeline will need to be submitted to and approved by Maricopa County.

8. ACTIVITY BUDGET SUMMARY:

RENTAL COSTS	2019 Reallocated HOME FUNDS	Additional Sources* (defined in Table 9 & 10)	TOTAL COST
Monthly Rent; Utility Costs; Security and Utility Deposits; Program Delivery expenses	\$147,729	\$0	\$147,729
Administration	\$0	\$0	
TOTAL	\$147,729		\$147,729

9. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT
	\$0
	\$0
TOTAL	\$0

10. MATCH:

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of request for payment(s).

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source		
Value of waived taxes, fees or charges associated with HOME projects	City Contribution	\$36,932.33
Value of donated land or real property		
Infrastructure improvements associated with HOME projects		
Value of donated materials, equipment, labor, and professional services or sweat equity		
TOTAL		\$36,932.33

RESOLUTION # 2023-117

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR 2023 HOME PROGRAM FUNDS AND 2019 HOME PROGRAM FUNDS; AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$400,500 FROM GENERAL CONTINGENCY TO THE NEIGHBORHOOD REVITALIZATION FUND, ACCEPTING GRANT FUNDING FROM MARICOPA COUNTY VIA THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND REVISING THE CONTRACT AWARDING AUTHORITY LIST.

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

WHEREAS, the Cities and Towns of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County have previously entered into an Intergovernmental Agreement (IGA) to form the Maricopa HOME Consortium (HOME Consortium IGA) to receive, distribute and administer HOME Investment Partnerships Funds (HOME);

WHEREAS, the United States Department of Housing and Urban Development and Maricopa County Consortium has allocated the City of Surprise \$252,694 of PY2023 HOME and \$147,729 of PY2019 HOME for Tenant Based Rental Assistance to help low income residents of Surprise;

WHEREAS, the Agreement funding shall be increased from \$571,487 to \$971,910;

WHEREAS, all other terms and conditions of the Agreement and previously approved Amendments shall remain the same and in full force and effect as approved;

WHEREAS, the FY2024 budget, including the FY2024 Contract Awarding Authority List, was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature; 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, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

Section 2. The Intergovernmental Agreement between the City of Surprise and the Maricopa County, attached as *Exhibit B* and incorporated by reference, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-117
Exhibit A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$252,700 from General Contingency to Project G51566 and \$147,800 from General Contingency to Project G51562A to cover projected expenditures associated with the Tenant Based Rental Assistance program. Revenue and expense budget of \$80,000 for the 2023 HOME Program Income portion of project G51566 is not reflected below. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51566 2023 HOME	E	-	252,700	252,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51566 2023 HOME	R	-	252,700	252,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51562A 2019 HOME Reallocation	E	-	147,800	147,800
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51562A 2019 HOME Reallocation	R	-	147,800	147,800
Contingency	General Operations	Contingency	E	79,752,400	(400,500)	79,351,900
Contingency	General Operations	Other	R	80,219,600	(400,500)	79,819,100
Expense Total				79,752,400	-	79,752,400
Revenue Total				80,219,600	-	80,219,600

2. Contract Awarding Authority List – Project G51566, 2023 HOME and Project G51562A, 2019 HOME, provides new funding to an existing program, Tenant Based Rental Assistance. When Council approved the FY2024 Contract Awarding Authority List these projects were not included. This amount was based on the grant award received.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
24622	Tenant Based Rental Assistance	\$800,000	\$400,500	\$1,200,500

RESOLUTION # 2022-117
Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 5, 2023
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget by moving budget authority in the amount of \$33,000 from Contingency within the Grants Fund to grant project G31268 FFY23 Governor's Office of Highway Safety (GOHS); Resolution #2023-105.

Motion:

I move to approve Resolution #2023-105.

Background:

The Surprise Police Department will receive \$33,000 in overtime funding from the Governor's Office of Highway Safety, (GOHS) to cover overtime, material and supply expenses associated with Police Officer participation in DUI Enforcement throughout the City of Surprise.

Objective Analysis:

Acceptance of this funding will provide reimbursement of overtime, material and supply expenses for Surprise Police Officer participation in DUI Enforcement throughout the City of Surprise. 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 action is consistent with City and Council Policy. The City regularly partners with other government entities when it is beneficial to do so.

Financial Impact:

This one-time funding is to be used solely for overtime, material and supply expenses incurred as a result of the participation of Police Officer participation in DUI Enforcement throughout the City of Surprise. There is no city-match requirement; however, all employee related expenses (ERE) associated with this overtime will be absorbed by the Police Department's current operating budget.

Budget Impact:

The FY2024 adopted budget did not include appropriations for revenue and expenses related to the Governor's Office of Highway Safety (GOHS) grant award to the Police Department. Acceptance of this

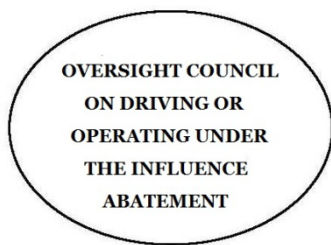
grant will require a reallocation of \$33,000 from Contingency within the Grants Fund to Project G31268. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

The number of full-time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

1. GOHS DUIAC-E-180 CY 2023 Contract
 2. GOHS DUIAC E 180 CY 2023 Signature letter
 3. 23.08.15 Res 2023-105 GOHS DUI Enforcement DUIAC E 180 Final_
-



DUI ABATEMENT GRANT PROGRAM

GRANT AGREEMENT



Katie Hobbs
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY

Surprise Police Department

ADDRESS

14250 West Statler Plaza, Ste 103, Surprise, AZ 85374

GOVERNMENTAL UNIT

City of Surprise

ADDRESS

16000 North Civic Center, Surprise, AZ 85374

AGREEMENT NUMBER

DUIAC-E-180

PROGRAM AREA

Enforcement

AGENCY CONTACT

Severin Hall

PROJECT TITLE

DUI Enforcement

BRIEFLY STATE PURPOSE OF PROJECT:

State DUI Abatement (E) funds will support Personnel Services (Overtime), Materials and Supplies to enhance DUI Enforcement throughout City of Surprise.

BUDGET

COST CATEGORY

Project Period CY 2023

I.	Personnel Services	\$30,000.00
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	\$3,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		\$33,000.00

PROJECT PERIOD

FROM: 01-01-2023

TO: 12-31-2023

CURRENT GRANT PERIOD

FROM: 01-01-2023

TO: 12-31-2023

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: \$33,000.00

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

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

The City of Surprise is located in the far northwest of the Phoenix Metropolitan. It is a growing community where families choose to live, send their children to school, do their shopping, and seek their entertainment. The population has skyrocketed above 150,000. The City of Surprise is home to four high schools which consistently add young and inexperienced drivers to their roadways. The City of Surprise is also home to the fourth largest 65+ population in the nation (per-capita) which creates a challenging dynamic when attempting to address specific causes of collisions. In total, the Surprise Police Department is responsible for patrolling approximately 748 miles of roadway.

Agency Problem/Attempts to Solve Problem:

The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

With the increase in population, the City of Surprise has seen a growth in their alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly, to the growth of their alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling their streets for alcohol-impaired drivers has never been greater.

Agency Funding:

State DUI Abatement (E) funds will support Personnel Services (Overtime), Materials and Supplies to enhance DUI Enforcement throughout City of Surprise.

How Agency Will Solve Problem with Funding:

1. The Surprise Police Department will host a minimum of two (2) HGN/SFST courses within 12 months of the contract start date
2. The Surprise Police Department will host a minimum of three (3) ARIDE courses within 12 months of the contract start date
3. The Surprise Police Department will participate in one (1) additional DUI saturation patrol (in addition to their current GOHS contract obligation of three (3)) in each quarter of 2023.
4. The Surprise Police Department will deploy at least six (6) officers during their additional DUI saturation patrol per quarter.

GOALS/OBJECTIVES:

State DUI Abatement (E) funds will support Personnel Services (Overtime), Materials and Supplies to enhance DUI Enforcement throughout City of Surprise.

Impaired Driving or Operating - Enforcement

Expenditures of funding pertaining to Impaired Driving or Operating Enforcement or Innovative Programs including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug related driving or operating, fatalities and injuries through enforcement, education and public awareness and through innovative programs throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified. This is not a requirement for those participating in DUI Innovative programs.

MEDIA RELEASE

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

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

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

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 Impaired Driver or Operator Activities

Materials and Supplies – Food, beverage, manuals, training aides, public awareness items, etc. to enhance DUI training and awareness

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed agreement. A copy of this press release shall be sent to the DUI Abatement Council 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 Oversight Council on Driving or Operating Under the Influence Abatement.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving state 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.

PROJECT EVALUATION:

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

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
2023-1 Quarterly Report (January 1 to March 31)	April 30, 2023
2023-2 Quarterly Report (April 1 to June 30)	July 31, 2023
2023-3 Quarterly Report (July 1 to September 31)	October 31, 2023
2023-4 Quarterly Report (October 1 to December 31)	January 31, 2024
Final Statement of Accomplishment	January 31, 2024

The Quarterly Report **shall be completed on the form available on-line and submitted by email** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). **Note:** All law enforcement agencies must enter enforcement activity into the on-line GOHS DUI Reporting System

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Renee Bracamonte, 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 at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of the Agreement end date. **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.

PROJECT MONITORING:

DUI Abatement Council 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 agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing 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 Requests for Cost 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
Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, 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. 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 or 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 agreement, 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 or areas of improvement, concern or recognition will be provided to the grantee.

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 Agreement period. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

In-house monitoring includes a review and discussion of all issues related to assure the effective and 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

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement 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 DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates at the end of one year on the date as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$30,000.00
	DUI Enforcement Overtime	
II.	Employee Related Expenses	\$0.00
	DUI Enforcement Overtime ERE	
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$3,000.00
	Food, beverage, manuals, training aides, public awareness items, etc. to enhance DUI training and awareness	
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS	\$33,000.00
------------------------------	--------------------

The DUIAC 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 **\$33,000.00**.

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the Surprise Police Department in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative 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

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative 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 Agreement.
- 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 Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement 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 Agreement.
- D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement 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 XIX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State 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 Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement 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 Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.
- D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Agreement 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.

All out-of-state travel must be approved in writing in advance by STATE.

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 Agreement.

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 Agreement is not assignable nor may any portion of the work to be performed be sub-contracted 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 Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, 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 Agreement.

B. The provisions of subparagraph A apply whether or not the project agreed to 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. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. 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 Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE 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 State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant 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. 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 Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

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

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement 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 Agreement or project that may so become null and void.

XVI. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council 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.

XVII. 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.

XVIII. 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 Agreement and proceed to close said operations under the Agreement.
- 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 Agreement 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 Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XIX. Cancellation Statute

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

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or

agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

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 Agreement 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 Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement 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 DUI Abatement Council Representative.

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State 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 Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

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)

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 State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State 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.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

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

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

Date Telephone



KATIE HOBBS
GOVERNOR

MICHAEL SOELBERG
CHAIRMAN
DUI ABATEMENT COUNCIL



Chief Benny Piña
Surprise Police Department
14250 West Statler Plaza, Suite #103
Surprise, Arizona 85374

PROJECT REFERENCE:

Contract No.: DUIAC-E-180
Contract Amount: \$33,000.00
Contract Title: DUI Enforcement
Purpose of Project: Personnel Services (Overtime),
Materials and Supplies to enhance DUI
Enforcement throughout City of Surprise.

Dear Chief Piña:

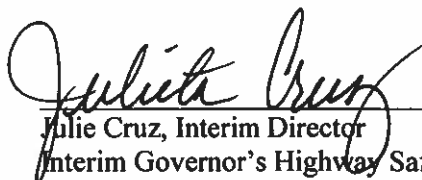
Enclosed are one (1) copies of the referenced DUI Abatement Council Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire agreement as there have been significant changes throughout the agreement;
2. Have your fiscal staff complete the Reimbursement Instructions (page 16);
3. As Project Director, sign and date the signature page;
4. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise, as the Authorized Official of Governmental Unit, on the signature page;
5. Return all signed copies of the Agreement to the DUI Abatement Council, % Governor's Office of Highway Safety, 1700 W. Washington St., Executive Tower, Suite 430, Phoenix, AZ 85007.

Please do not incur any costs at this time as it would nullify the Agreement. Once the signed copies are received, the Chairman of the Oversight Council on Driving or Operating Under the Influence Abatement will approve the Agreement, and a signed original executed Agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,


Julie Cruz, Interim Director
Interim Governor's Highway Safety Representative

6/19/23
Date

Enclosures

RESOLUTION # 2023-105

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE AGREEMENT WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$33,000 FROM CONTINGENCY TO PROJECT G31268 FOR DUI ENFORCEMENT

WHEREAS, the City of Surprise desire to enter into an agreement in order to facilitate the Governor's Office of Highway Safety providing funding for overtime, material and supply expenses in the amount of \$33,000 for our Officer participation of DUI Enforcement throughout the City of Surprise. ("Governor's Office of Highway Safety");

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

WHEREAS, the FY2024 budget was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023, through June 30, 2024.

Section 2. The City is hereby authorized to enter into the Agreement to accept funding in the amount of \$33,000 from the Governor's Office of Highway Safety for the City of Surprise Police Department to help fund overtime, material and supply expenses for its Police Officer participation of DUI Enforcement throughout the City of Surprise, which Agreement is attached as *Exhibit B*.

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

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-105
Exhibit A

1. Appropriation- The exhibit below represents a movement of budget authority in the amount of \$33,000 within the Contingency Fund to project G31268 within the Grants Fund to establish a budget for expenditures associated with overtime, material, and supply expenses for DUI Enforcement throughout the City of Surprise. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31268 FY24 GOHS DUIAC DUI Enforcement	E	-	33,000	33,000
Contingency	General Operations	Contingency	E	80,327,100	(33,000)	80,294,100
Grants	Police	#G31268 FY24 GOHS DUIAC DUI Enforcement	R	-	33,000	33,000
Contingency	General Operations	Other	R	80,794,300	(33,000)	80,761,300
Expense Total				80,327,100	-	80,327,100
Revenue Total				80,794,300	-	80,794,300

RESOLUTION # 2023-105

Exhibit B

AGREEMENT BETWEEN

**THE CITY OF SURPRISE AND GOVERNOR'S OFFICE OF HIGHWAY SAFETY
(GOHS)**

(BEGINS ON THE NEXT PAGE)



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 4

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

Agenda Wording:

Consideration and action declaring the City's intention to establish a lighting improvement district known as, "City of Surprise, Arizona, SU-VillasatVesta208" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-115.

Motion:

I move to approve Resolution No. 2023-115.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgage and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefits and the expenses of the district will be paid for by the levy and collection of equal apportionment taxes based on the number and classification of properties within the District.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the SU-VillasatVesta208 development.

Policy Compliant:

The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to 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:

Once the SLID is illuminated, the City will begin levying SLID to cover SLID expenses. At the current time, the SLID is not incurring any expense because the SLID lights have not been illuminated. Therefore, there is no current financial impact.

Budget Impact:

Since the SLID is not illuminated, there is no revenue or expense budgeted in FY2024 nor are there budgets planned for FY2025 for the SLID. If the SLID is illuminated in FY2024 or FY2025, expenses will be charged to the SLID and recouped with a future levy. A separate fund for this district will be created to track the revenue and expenses.

FTE Impact:

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

ATTACHMENTS:

1. 01 Res 2023-115 SLID- VILLAS AT VESTA
 2. 02 Petition
 3. 03 StreetLight
 4. 04 COUNCIL MAP VESTA VIEW
-

RESOLUTION # 2023-115

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-VILLASATVESTA208 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-VillasatVesta208 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona *SU-VillasatVesta208* Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
SLID PARCEL

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2 FROM WHENCE THE EAST QUARTER CORNER LIES NORTH 00 DEGREES 07 MINUTES 45 SECONDS EAST, A DISTANCE OF 2656.99 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, NORTH 00 DEGREES, 07 MINUTES, 45 SECONDS EAST, A DISTANCE OF 415.15 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID LINE, NORTH 89 DEGREES, 27 MINUTES, 03 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT COINCIDENT WITH THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE WARRANTY DEED ON FILE IN THE OFFICE OF THE MARICOPA COUNTY, ARIZONA RECORDER, IN DOCUMENT NUMBER 2007-1106975;

THENCE CONTINUE ALONG THE SOUTH LINE OF SAID PARCEL, NORTH 89 DEGREES, 27 MINUTES, 03 SECONDS WEST, A DISTANCE OF 295.99 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 00 DEGREES, 07 MINUTES, 35 SECONDS EAST, A DISTANCE OF 664.34 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE WARRANTY DEED ON FILE IN THE OFFICE OF THE MARICOPA COUNTY, ARIZONA RECORDER, IN DOCUMENT NUMBER 2006-1129658;

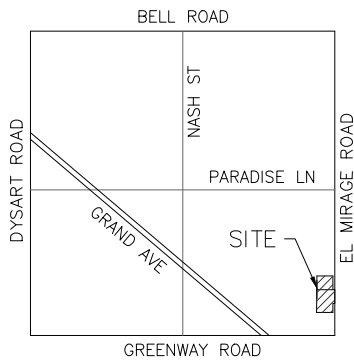
THENCE ALONG THE NORTH LINE OF SAID PARCEL, SOUTH 89 DEGREES, 26 MINUTES, 04 SECONDS EAST, A DISTANCE OF 329.02 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE ALONG SAID LINE, SOUTH 00 DEGREES, 07 MINUTES, 45 SECONDS WEST, A DISTANCE OF 664.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 218,550.41 SQUARE FEET OR 5.0172 ACRES, MORE OR LESS.

END OF DESCRIPTION.





VICINITY MAP

N.T.S

APN 501-23-110P
JERUSALEM MISSIONARY
BAPTIST CHURCH

APN 501-23-110M
JUAN & MARIA RIVAS

APN 501-23-110D
TONY C BEDOY

APN 501-23-110E
MANUEL Q/MARIA R
HERNANDEZ

APN
501-23-109D
JUAREZ JOSE
MANUEL/IBARRA
BONIFACIO

APN 501-23-117
E GLADE AND
BONNIE M
MAUGHAN

APN 501-23-109E
ENRIQUE M SALAZAR

APN 501-23-109C
GERARDO LOPEZ

APN 501-23-104D
FAIRFLOCK 10TH LP

APN 501-23-102D
FAIRFLOCK 10TH LP

APN 501-23-110G
BRISENO JOSE M/SABINA
S89°26'04"E 329.02'

VILLAS AT VESTA VIEW

2656.99'

664.25'

N00°07'45"E (BASIS OF BEARING)

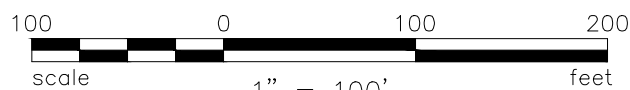
N89°27'03"W
33.00'

POINT OF BEGINNING

SOUTHEAST CORNER
SEC 2 T3N R1W
FOUND BRASS
CAP FLUSH
CITY OF EL MIRAGE

415.15'
N00°07'45"E

N89°27'03"W 295.99'
APN 501-23-102C
FAIRFLOCK 10TH LP



BFH GROUP

3707 E. SOUTHERN AVE.
MESA, ARIZONA, 85206
PHONE: 480.734.1446

EXHIBIT B

"VILLAS AT VESTA VIEW"
15620 N. EL MIRAGE ROAD,
SURPRISE, ARIZONA

JOB #: 00202010100

EXHIBIT

B

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District (PICK ONE)

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

☒ shall be paid by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District.

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

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

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

SU-VillasatVesta208

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Vesta H, LLC	1 N El Mirage Surprise, Ari	501-23-118	



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

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

DESCRIPTION

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

TIME PERIOD

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

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if applicable)

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

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



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

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

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

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

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

NOTES:

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

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

IV. ANCHOR BASE

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



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

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

VILLAS AT VESTA VIEW

SITE ELECTRICAL

EL MIRAGE

GENERAL ELECTRICAL NOTES

- ELECTRICAL WORK SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE (LATEST EDITION), FEDERAL, STATE AND LOCAL JURISDICTION CODES.
- ALL WORK SHALL BE DONE IN A NEAT, WORKMANLIKE, FINISHED AND SAFE MANNER, ACCORDING TO THE LATEST PUBLISHED NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION STANDARDS OF INSTALLATION, UNDER COMPETENT SUPERVISION.
- VISIT THE SITE PRIOR TO BIDDING TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND ALL OTHER FACTORS WHICH MAY AFFECT THE EXECUTION OF THIS WORK. INCLUDE ALL RELATED COSTS IN THE INITIAL BID PROPOSAL.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATIONS OF ALL EXISTING UTILITIES AND AVOIDING DAMAGE TO SAME. CONTRACTOR TO CALL 811 FOR BLUE STAKE. FOR ALL MUNICIPAL OR PRIVATELY OWNED UTILITIES EXISTING WITHIN LIMITS OF WORK OF PROJECT, CONTRACTOR TO PRIVATELY LOCATE UTILITIES. IRRIGATION LINES LESS THAN 2" WILL NOT TYPICALLY BE MARKED AND CAUTION SHOULD BE USED TO AVOID DAMAGE. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL UTILITIES CAUSED AS A RESULT OF CONTRACT WORK, ALL DAMAGES TO BE REPAIRED IN KIND.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING WALKS, WALLS, DRIVES, CURBS, ETC. DAMAGES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER.
- PROPER PROTECTION OF THE CONSTRUCTION AREA FOR SAFETY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COVER ALL TRENCHES AT THE END OF EACH WORK DAY. BARRICADES SHALL BE INSTALLED AS DIRECTED BY THE OWNER OR THE PROJECT INSPECTOR. THE SITE AND ALL WORK SHALL CONFORM TO OSHA REQUIREMENTS.
- ALL EXISTING LANDSCAPE, HARDSCAPE AND SPRINKLER SYSTEMS DAMAGED OR DISTURBED DURING THE CONSTRUCTION OF THIS PROJECT BY THE CONTRACTOR SHALL BE REPLACED IN KIND.
- CONTRACTOR SHALL PAY FOR PERMITS AND INSPECTIONS AS MAY BE REQUIRED AND PROVIDE A CERTIFICATE OF INSPECTION TO THE OWNER.
- PROTECT ALL MATERIAL AND EQUIPMENT INSTALLED AGAINST DAMAGE BY OTHER TRADES, WEATHER CONDITIONS OR ANY OTHER CAUSES. EQUIPMENT FOUND DAMAGED OR IN OTHER THAN NEW CONDITION WILL BE REJECTED AS DEFECTIVE. ALL COMPONENTS SHALL BE FREE OF DUST, GRIT AND FOREIGN MATERIALS, AND LEFT AS NEW BEFORE FINAL ACCEPTANCE OF WORK.
- LEAVE THE SITE CLEAN, REMOVE ALL DEBRIS, EMPTY CARTONS, TOOLS, CONDUIT, WIRE SCRAPS AND ALL MISCELLANEOUS SPARE EQUIPMENT AND MATERIALS USED IN THE WORK DURING CONSTRUCTION.
- IT IS THE OBLIGATION OF THE CONTRACTOR TO ORGANIZE HIS WORK SO THAT A COMPLETE ELECTRICAL, INSTRUMENTATION, AND/OR CONTROL SYSTEM FOR THE FACILITY WILL BE PROVIDED AND SUPPORTED BY ACCURATE SHOP AND RECORD DRAWINGS, AND ALL O & M MANUALS.
- ALL UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC, BURIED 24" MINIMUM BELOW FINISHED GRADE, UNLESS SPECIFICALLY NOTED OTHERWISE ON PLANS OR IN DETAILS.
- PROVIDE EMT INDOOR AND GRS OUTDOOR FOR ABOVE GROUND CONDUIT. WHERE METALLIC CONDUITS COME IN CONTACT WITH DIRT, THEY SHALL BE HALF LAP WRAPPED WITH SCOTCH 50 TAPE TO 12" AFG. FITTINGS SHALL BE STEEL, THREADED TYPE WITH INSULATED THROATS. SECURELY ATTACH ALL SURFACE MOUNTED CONDUIT EVERY 10 FEET AND WITHIN 3 FEET OF EACH JUNCTION BOX, PER NEC ARTICLE 344.30.
- MINIMUM CONDUIT SIZE SHALL BE 3/4" UNLESS SPECIFICALLY NOTED OTHERWISE ON PLANS OR IN DETAILS.
- ALL FEEDERS AND BRANCH CIRCUIT WIRE SHALL BE COPPER TYPE XHHW (75 DEGREE C) FOR BELOW GRADE INSTALLATIONS (AND CONDUIT RISERS) AND THHN/THWN (75 DEGREE C) FOR ABOVE GRADE INSTALLATIONS. MINIMUM SIZE SHALL BE #12 AWG, UNLESS SPECIFICALLY NOTED OTHERWISE ON PLANS OR IN DETAILS. ALL WIRING SHALL BE IN CONDUIT. FOR NEW WIRING IN COMMERCIAL APPLICATIONS, THE USE OF TYPES NM, NMC, NMS (ROMEX) CABLES IS NOT PERMITTED.
- A SEPARATE GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR (BOND) SHALL BE INSTALLED WITHIN EACH RACEWAY PER NEC CODE.
- WHEN A PANEL IS SUPPLIED BY A FEEDER OR BRANCH CIRCUIT, ANY INSTALLED GROUNDED CONDUCTOR SHALL NOT BE CONNECTED TO THE EQUIPMENT GROUNDING CONDUCTOR (GEC) OR TO THE GROUNDING ELECTRODE(S) PER NEC ARTICLE 250.32(B).
- BOND ALL ENCLOSURES PER NEC ARTICLE 250.96.
- CONTRACTOR SHALL PLAN AND INSTALL WORK IN SUCH A MANNER AS TO CONFORM TO THE STRUCTURE, AVOID OBSTRUCTIONS, PRESERVE HEADROOM AND KEEP OPENINGS AND PASSAGEWAYS CLEAR.
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, ETC. NECESSARY FOR A COMPLETE AND WORKABLE ELECTRICAL SYSTEM WHETHER OR NOT THESE ITEMS ARE SPECIFICALLY NOTED ON THESE DRAWINGS. INCIDENTAL ITEMS NOT INDICATED ON THE DRAWINGS, NOR MENTIONED IN SPECIFICATIONS THAT CAN BE LEGITIMATELY AND REASONABLY INFERRED TO BELONG TO THE WORK DESCRIBED OR BE NECESSARY IN GOOD PRACTICE TO PROVIDE A COMPLETE SYSTEM, SHALL BE FURNISHED AND INSTALLED AS THOUGH ITEMIZED HERE IN EVERY DETAIL.
- CONTRACTOR IS RESPONSIBLE FOR AND SHALL PROVIDE ALL LABOR, MATERIAL, TRENCHING, CONDUIT, TRANSFORMER PAD AND OTHER REQUIRED EQUIPMENT PER UTILITY COMPANY PLANS AND SPECIFICATIONS NECESSARY FOR A COMPLETE UNDERGROUND CONDUIT SYSTEM FROM THE UTILITY POINT OF SERVICE TO THE UTILITY CO. TRANSFORMER AND FROM THE UTILITY CO. TRANSFORMER TO THE ELECTRICAL SERVICE ENTRANCE SECTION.
- ALL TRENCHING, CONDUITS, ETC. SHALL BE ROUTED AND INSTALLED IN SUCH A MANNER THAT WILL NOT DAMAGE EXISTING FACILITIES. SHOULD DAMAGE OCCUR, IT WILL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR DAMAGE TO THE SATISFACTION OF THE OWNER OR INSPECTOR.
- ALL CONDUIT RUNS SHOWN ON THIS PLAN ARE SCHEMATIC IN NATURE. THE CONTRACTOR SHALL MAKE SURE THAT ALL CONDUIT, ETC. FALLS WITHIN THE CONSTRUCTION AREA/RIGHT OF WAY. (THIS INCLUDES MAINTAINING ALL REQUIRED CLEARANCES.)
- WHEN CROSSING PATHWAYS OR SIDEWALKS, CONTRACTOR SHALL BORE UNDER EXISTING CONCRETE WALKS AND SAWCUT ASPHALT WALKS. ASPHALT WALKS SHALL BE REPLACED IN KIND.
- CONTRACTOR SHALL GUARANTEE WORK INSTALLED UNDER THE CONTRACT TO BE FREE FROM DEFECTIVE WORKMANSHIP AND MATERIALS, USUAL WEAR EXCEPTED, AND SHOULD ANY SUCH DEFECTS DEVELOP WITHIN A PERIOD OF ONE YEAR AFTER ACCEPTANCE OF THE PROJECT BY THE OWNER, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY DEFECTIVE ITEMS AND DAMAGE RESULTING FROM FAILURE OF THESE ITEMS, AT NO EXPENSE WHATSOEVER TO THE OWNER.
- CONTRACTOR SHALL IDENTIFY SERVICE ENTRANCE SECTION MAIN SERVICE DISCONNECT(S) WITH 3/32-INCH THICK LAMINATED PHENOLIC TYPE NAMEPLATES WITH 1/4-INCH MINIMUM HEIGHT LETTERS. NAMEPLATE TO BE BLACK MATTÉ FINISH SURFACE WITH WHITE LETTER ENGRAVING. ATTACH NAMEPLATE TO THE OUTSIDE PANEL FACE WITH TWO STAINLESS STEEL SELF-TAPPING SCREWS. NAMEPLATE SHALL READ "SERVICE DISCONNECT" PER NEC ARTICLE 230.70(B).
- ALL CIRCUITS SHALL BE LEGIBLY IDENTIFIED AT THE PANEL, JUNCTION BOXES AND AT ALL EQUIPMENT IN A PERMANENT MANNER (I.E. ETCHED PLATES, CONDUCTOR TAG, PERMANENT MARKER, ETC.). THE LABELING SHALL INCLUDE PANEL CIRCUIT NUMBER, "TO" AND "FROM" IDENTIFICATION, AND MARKED "SPARE" WHERE APPLICABLE.
- CONTRACTOR SHALL TEST ELECTRICAL SYSTEM FOR SHORT CIRCUITS AND MEGGER TEST FEEDER CIRCUIT WIRING. PROVIDE CERTIFIED TEST RESULTS FOR MEGGER TEST TO OWNER UPON COMPLETION OF PROJECT.

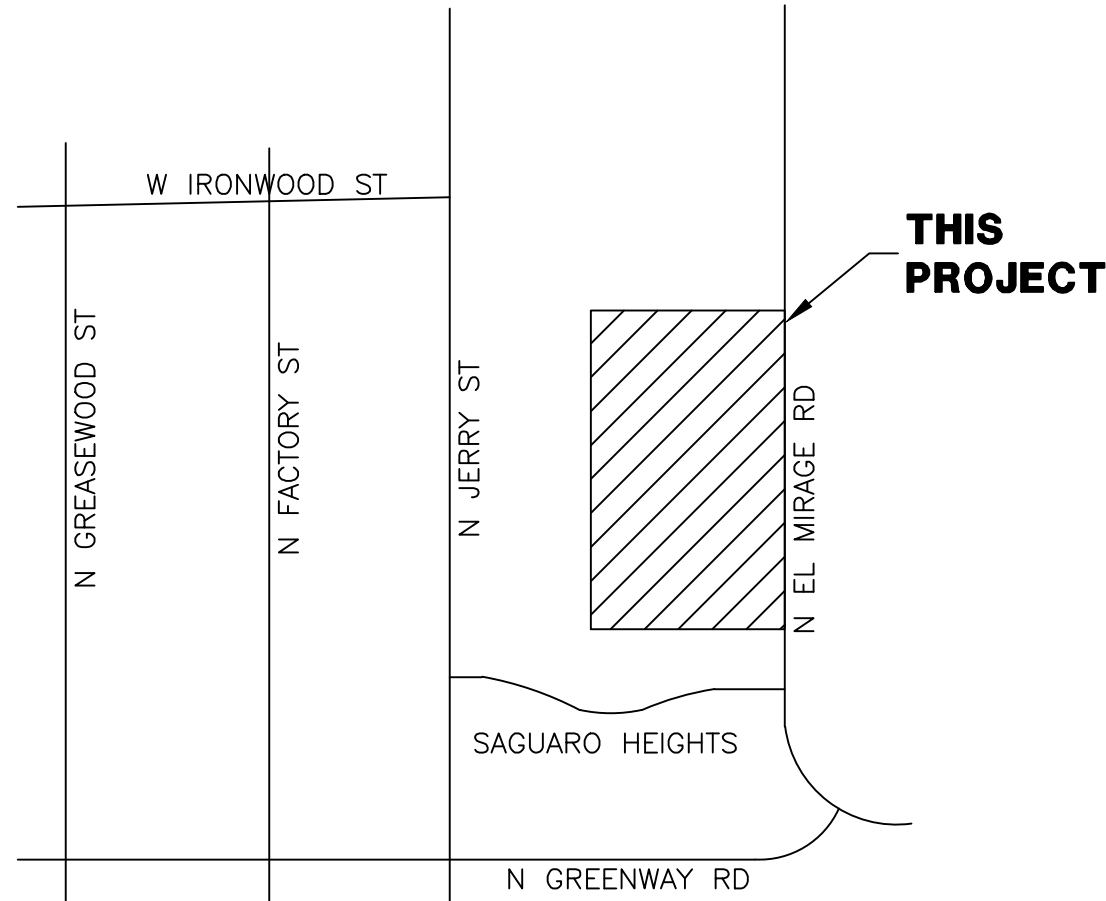
- CONTRACTOR SHALL PERFORM HIGH POTENTIAL (HIPOT) TESTING WHEN REQUIRED BY LOCAL JURISDICTION OR OWNER.
- CONTRACTOR SHALL INSURE LOW IMPEDANCE GROUND PATH SYSTEM PER NEC ARTICLE 250.122.
- CONTRACTOR SHALL PROVIDE A GROUND-FAULT COORDINATION STUDY AND PERFORM RECOMMENDED SETTINGS ON NEW (AND EXISTING) OVERCURRENT PROTECTION DEVICES, AS NEEDED OR WHEN REQUIRED BY LOCAL JURISDICTION OR OWNER. PROVIDE LABELS ON EQUIPMENT INDICATING SETTINGS.
- CONTRACTOR SHALL PROVIDE AN ARC-FLASH STUDY WHEN REQUIRED BY LOCAL JURISDICTION OR OWNER. PROVIDE ALL APPLICABLE LABELS ON NEW (AND EXISTING) EQUIPMENT AFTER STUDY IS COMPLETED.
- ALL CONDUIT SHOWN SHALL BE CONCEALED WHEN POSSIBLE. WHEN NOT POSSIBLE, CONDUIT MAY BE SURFACE MOUNTED WITH PERMISSION OF THE OWNER OR OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL COORDINATE ALL EQUIPMENT CONNECTIONS WITH EQUIPMENT SUPPLIER PRIOR TO ROUGH-IN. PROVIDE ADDITIONAL FUSED DISCONNECT SWITCHES AND CONTROLS IF OVERCURRENT PROTECTION OR CONTROLS IS NOT INTEGRAL WITH UNITS.
- ALL EQUIPMENT SHALL BE FUSE SIZED PER MANUFACTURES RECOMMENDATIONS AND BEAR U.L. APPROVAL. COORDINATE WITH ENGINEER/OWNER.
- ELECTRICAL DEVICES, DISCONNECT SWITCHES, ETC., SHALL BE SUPPORTED INDEPENDENT OF AND ISOLATED FROM EQUIPMENT VIBRATIONS.
- FULL LOAD AMPS (FLA) SIZES, AS NOTED IN THESE DRAWINGS, ARE BASED ON SPECIFIED EQUIPMENT DATA. CONTRACTOR SHALL VERIFY NAMEPLATE FLA OF EQUIPMENT SUPPLIED AND COORDINATE ACCORDINGLY PER EQUIPMENT SUPPLIERS RECOMMENDATIONS.
- ALL OUTDOOR ELECTRICAL EQUIPMENT SHALL BE NEMA-3R OR NEMA-4 ENCLOSURES.
- CONDUITS OR RACEWAYS ROUTED FROM INDOORS TO OUTDOORS OR AS DESCRIBED IN NEC 300.7(A), SHALL BE SEALED WITH A PLIABLE SEALING COMPOUND AT A CONDUIT BODY OR AT A JUNCTION BOX BEFORE THE CONDUIT ENTERS THE COLDER ENVIRONMENT.
- CONDUITS OR RACEWAYS INSTALLED IN AREAS WHERE ELEVATION CHANGES MAY CAUSE WATER OR MOISTURE TO ENTER THE ELECTRICAL EQUIPMENT THROUGH THE CONDUIT SHALL BE SEALED WITH A HERMETIC CONDUIT SEAL AT BOTH ENDS OF THE CONDUIT OR RACEWAY.
- INSTALL FIRE SEALS IN ALL CONDUITS PENETRATING THE FIRE WALL TO MAINTAIN THE FIRE RESISTANCE RATING OF THE WALL, AS REQUIRED BY NEC 300.21.
- ALL POLE LIGHTS SHALL BE PROVIDED WITH A TWO POLE FUSE HOLDER BUSSMANN #HEX OR A SINGLE POLE FUSE HOLDER BUSSMANN #HEB OR EQUAL FOR INLINE FUSING, PROVIDE 5 AMP FUSING IN FUSEHOLDER.
- PRIOR TO POURING THE POLE BASES OR COVERING ANY ELECTRICAL CONDUITS, CONTACT THE INSPECTION DEPARTMENT 24 HOURS IN ADVANCE FOR APPROVAL.
- MATERIALS SHALL BE NEW AND OF THE BEST QUALITY WITH MANUFACTURER'S NAME PRINTED THEREON. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH NEMA, ANSI, UNDERWRITER'S LABORATORY OR OTHER APPLICABLE STANDARDS AND RATED FOR HEAVY DUTY SERVICE.
- ALL WIRING DEVICES SHALL BE SPECIFICATION GRADE. ALL 15 AND 20 AMP, 125 AND 250 VOLT, NONLOCKING RECEPTACLES INSTALLED OUTDOORS SHALL BE LISTED WEATHER-RESISTANT TYPE. ALL WEATHERPROOF WHILE IN-USE RECEPTACLE COVERS SHALL BE METAL.
- SELECTION OF MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE DRAWINGS AND/OR SPECIFICATIONS. THE USE OF MANUFACTURER'S NAME, MODEL, AND NUMBER IS INTENDED TO ESTABLISH STYLE, QUALITY, APPEARANCE, USEFULNESS AND BID PRICE. CONTRACTOR SHALL SUBMIT TO THE OWNER OR OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL (PRIOR TO ORDERING MATERIALS) COPIES OF EQUIPMENT SHOP DRAWINGS AS FOLLOWS: LIGHT FIXTURES, POLES, POLE BASES, SERVICE ENTRANCE SECTION, ELECTRICAL EQUIPMENT, DISCONNECT SWITCHES, TIME CLOCKS AND OTHER CONTROLS, LIGHTING CONTACTORS AND PULL BOXES. AT THE TIME OF EACH SUBMITTAL, THE CONTRACTOR SHALL DEFINE AND DELINEATE IN WRITING ANY DEVIATIONS FROM THE CONTRACT DOCUMENTS. THE REVIEW WILL BE ONLY FOR CONFORMANCE WITH THE DESIGN CONCEPT OF THE WORK AND FOR COMPLIANCE WITH THE INFORMATION CONTAINED IN THE CONTRACT DOCUMENTS. THE REVIEW OF A SPECIFIED ITEM, AS SUCH, WILL NOT INDICATE REVIEW OF THE ASSEMBLY IN WHICH THE ITEM FUNCTIONS. REVIEW BY THE OWNER OR OWNER'S REPRESENTATIVE WILL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE SUBMITTALS NOR FROM HIS RESPONSIBILITY FOR COMPLYING WITH THE CONTRACT DOCUMENTS.
- THE SUBMITTALS SHALL BE NEATLY GROUPED AND ORGANIZED. PERTINENT INFORMATION SHALL BE HIGHLIGHTED, AND THE SPECIFIC PRODUCT SHALL BE IDENTIFIED. ALL SUBMITTALS SHALL BE COMPLETE, AND PRESENTED IN ONE PACKAGE. THE SUBMITTAL SHALL INCLUDE A COMPLETE LIST OF THE EQUIPMENT AND MATERIALS, INCLUDING THE MANUFACTURER'S NAME, PRODUCT SPECIFICATION, DESCRIPTIVE DATA, TECHNICAL LITERATURE, PERFORMANCE CHARTS, CATALOG CUTS, INSTALLATION INSTRUCTIONS, AND SPARE PART RECOMMENDATIONS FOR EACH DIFFERENT ITEM OF THE EQUIPMENT SPECIFIED.

CITY OF SURPRISE APPROVAL

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

CITY OF SURPRISE ENGINEER

DATE



VICINITY MAP

NOT TO SCALE



SHEET INDEX

SE1.1	SITE ELECTRICAL COVER SHEET
SE2.1	SITE ELECTRICAL PLAN
SE2.2	SITE ELECTRICAL PLAN
SE3.1	SITE ELECTRICAL DETAILS
SE3.2	SITE ELECTRICAL DETAILS
SE4.1	PHOTOMETRIC ANALYSIS
SE4.2	PHOTOMETRIC ANALYSIS

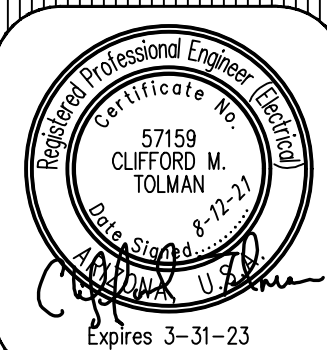
WRIGHT ENGINEERING
PROJECT NO:
21008
DESIGN BY: QPM
DRAWN BY: QPM
CHECKED BY: CMT

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

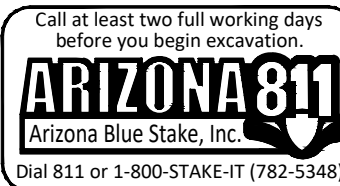
PROJECT: TITLE:

EL MIRAGE, ARIZONA
VILLAS AT VESTA VIEW
SITE ELECTRICAL
SITE ELECTRICAL COVER SHEET

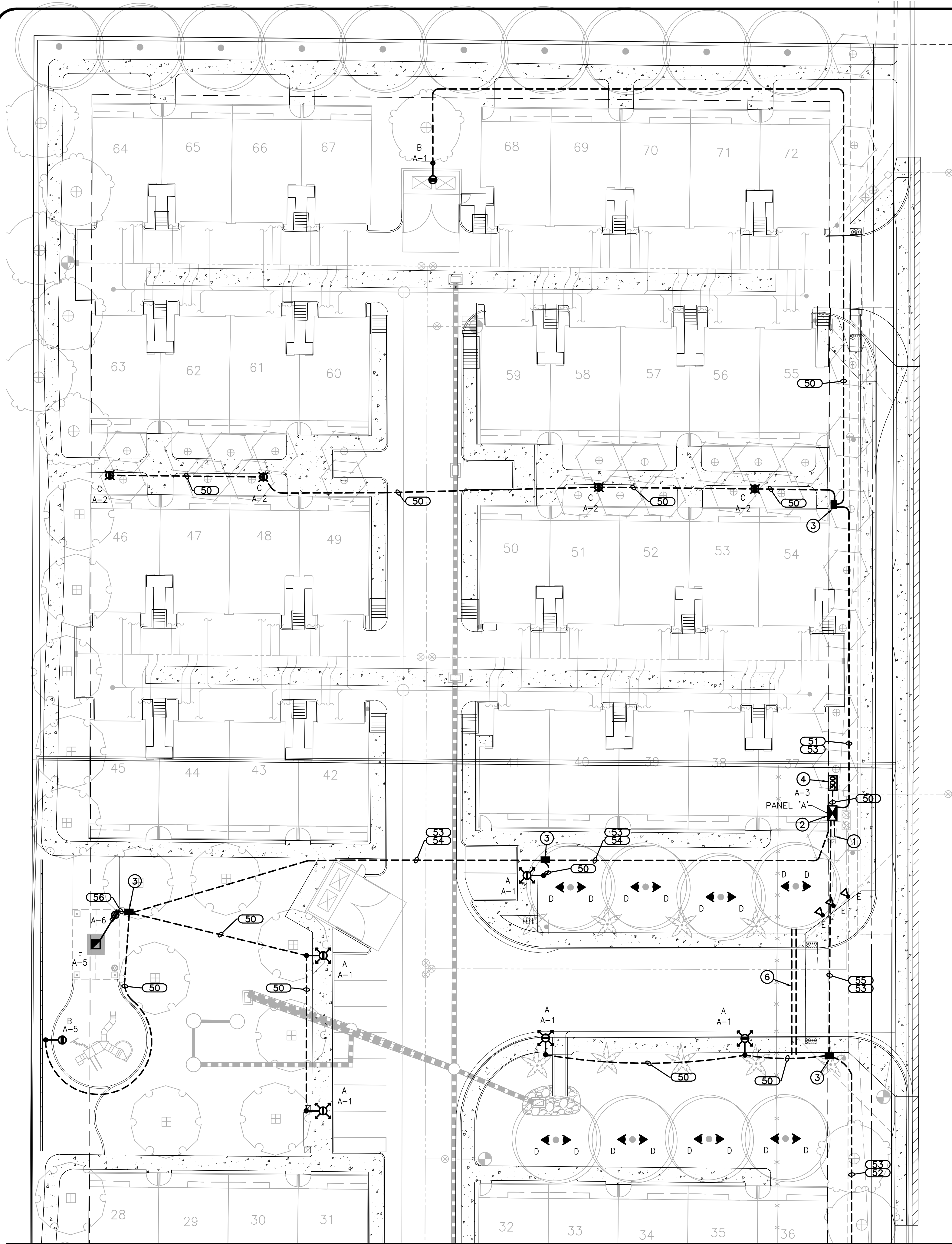
NO.	DATE	SUBMITTALS/REVISIONS	DESCRIPTIONS
1	2-5-21	1ST SUBMITTAL	
2	6-5-21	2ND SUBMITTAL	
3	7-20-21	3RD SUBMITTAL	
4	8-12-21	4TH SUBMITTAL	



DRAWING NO:
SE1.1
OF 7



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.



MATCHLINE 'A' SEE SHEET SE2.2

NORTH EL MIRAGE ROAD

LIGHT FIXTURE SCHEDULE

SYMBOL	LETTER ID	MANUFACTURER	CATALOG NUMBER	FINISH COLOR	VOLTS	LAMP	LUMENS (MIN)	CCT	MOUNTING HEIGHT	DETAIL
	A	COOPER LIGHTING	GAN-SA1-C-730-U-5WQ-BZ	TO MATCH COLOR OF BUILDINGS	120	59W LED	7,800	3000K	15'-0"	TYPE 5 AREA LIGHT SEE DETAIL 4 SHEET SE3.2
	B	COOPER LIGHTING	GAN-SA1-C-730-U-T3-BZ	TO MATCH COLOR OF BUILDINGS	120	59W LED	7,408	3000K	15'-0"	TYPE 3 AREA LIGHT SEE DETAIL 4 SHEET SE3.2
	C	VISIONAIRE LIGHTING	OWK-2-8R42-COG-20LC-7-3K-UNV-AB-BZ-VRB	TO MATCH COLOR OF BUILDINGS	120	45W LED	2,221	3000K	3'-6"	BOLLARD LIGHT SEE DETAIL 5 SHEET SE3.2
	D	VISTA PROFESSIONAL	1043-DZ-MF-30-C-MV-ND	TO MATCH COLOR OF BUILDINGS	12	10W LED	487	3000K	GROUND	UPLIGHT SEE DETAIL 6 SHEET SE3.2
	E	VISTA PROFESSIONAL	1043-DZ-WF-30-C-MV-ND	TO MATCH COLOR OF BUILDINGS	12	10W LED	542	3000K	GROUND	UPLIGHT SEE DETAIL 6 SHEET SE3.2
	F	LUMINAIRE LIGHTING	SWP1212-NODIM-40W-30K-MVOLT-OP-BRZ	TO MATCH COLOR OF BUILDINGS	120	43W LED	3,350	3000K	10'-0"	RAMADA LIGHT SEE DETAIL 7 SHEET SE3.2

CONSTRUCTION NOTES

- 2.5" SCH. 40 PVC CONDUIT TO POINT OF SERVICE, CONTRACTOR SHALL VERIFY POINT OF ELECTRIC SERVICE LOCATION AND SPECIFICATIONS WITH POWER CO. PLANS & INSTALL CONDUIT TO THIS LOCATION. POWER CO. PLANS WILL DETERMINE EXACT LOCATION OF CONDUIT AND TAKE PRECEDENCE OVER THESE DRAWINGS.
- 100 AMP, 120/240V, 1Ø, 3W, METERED ELECTRIC PEDESTAL, SEE DETAIL 1 ON SE3.1.
- #3-1/2 CONCRETE PULL BOX, SEE DETAIL 2 ON SE3.1.
- 300W WALL MOUNTED LOW VOLTAGE TRANSFORMER. COORDINATE EXACT LOCATION WITH LANDSCAPE ARCHITECT. TRANSFORMER SHALL BE DIRECT WIRED (NOT PLUG IN). SEE DETAIL 3 AND LOW VOLTAGE WIRING GUIDELINES ON SE3.1 FOR WIRE SIZING.
- ELECTRICAL CONTRACTOR SHALL INSTALL POWER FEED TO IRRIGATION CONTROLLER & MAKE ALL 120V CONNECTIONS. COORDINATE WORK WITH IRRIGATION CONTRACTOR.
- 2" SCH 40 PVC CONDUIT SLEEVE BURIED 24" DEEP FOR LOW VOLTAGE CABLE. EXTEND SLEEVE 2' PAST EDGE OF CONCRETE & CAP. COORDINATE ALL REQUIREMENTS WITH GENERAL CONTRACTOR PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- RAMADA LIGHT AND RECEPTACLE, SEE DETAIL 7 ON SE3.2.

LEGEND

- 100A 120/240V 1Ø PEDESTAL
- NEW PULL BOX
- LOW VOLTAGE TRANSFORMER, NUMBER IN SYMBOL INDICATES SIZE
- IRRIGATION CONTROLLER
- NEW UNDERGROUND CONDUIT
- A-1 CIRCUIT NUMBER
- WIRE & CONDUIT TAG, SEE WIRE & CONDUIT TABLE
- CONDUIT SLEEVE
- FIRE HYDRANT
- 120V GFCI RECEPTACLE

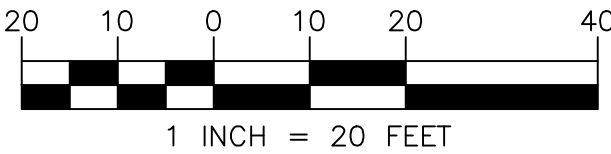
WIRE & CONDUIT TABLE

NO.	CONDUIT SIZE	WIRE		REMARKS
		POWER	GROUND	
50	1"	2-#12	1-#12	CU TYPICAL
51	1"	2-#12	1-#12	CU A-1
52	1"	2-#12	CU	A-2
		2-#12	CU	A-2
53	1"	PULL	ROPE	SPARE
		2-#12	1-#12	CU A-1
54	1"	2-#12	CU	A-5
		2-#10	CU	A-6
55	1"	2-#12	1-#12	CU A-1
		2-#12	CU	A-2
56	1"	2-#12	CU	A-4
		2-#12	1-#10	CU A-1
		2-#10	CU	A-6

* THIS COLUMN IDENTIFIES THE CONDUCTOR MATERIAL TYPE.
CU = COPPER, AL = ALUMINUM.

FS CASE NUMBER: FS21-104

GRAPHIC SCALE

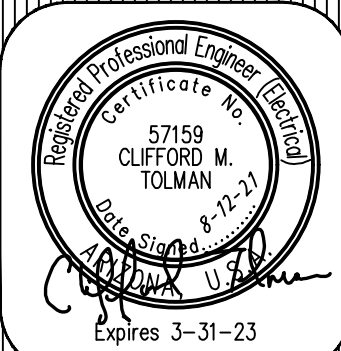


WRIGHT ENGINEERING
PROJECT NO:
21008
DESIGN BY: QPM
DRAWN BY: QPM
CHECKED BY: CMT

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

PROJECT: TITLE:
EL MIRAGE, ARIZONA
VILLAS AT VESTA VIEW
SITE ELECTRICAL
SITE ELECTRICAL PLAN

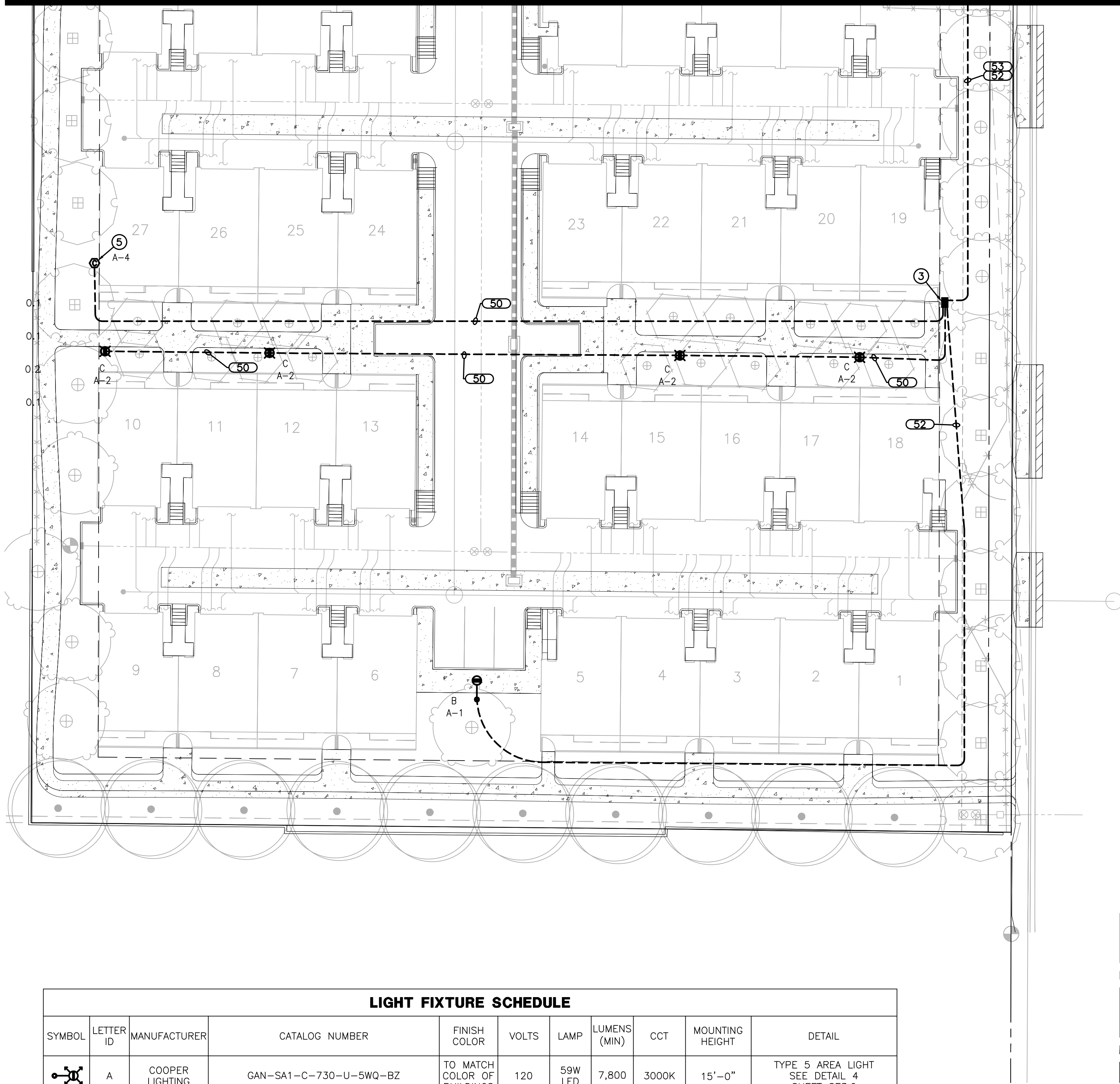
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	2-5-21	1ST SUBMITTAL
2	6-3-21	2ND SUBMITTAL
3	7-20-21	3RD SUBMITTAL
4	8-12-21	4TH SUBMITTAL



DRAWING NO:
SE2.1
OF 7

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.

MATCHLINE 'A' SEE SHEET SE2.1



NORTH EL MIRAGE ROAD

CONSTRUCTION NOTES

- 2.5" SCH. 40 PVC CONDUIT TO POINT OF SERVICE, CONTRACTOR SHALL VERIFY POINT OF ELECTRIC SERVICE LOCATION AND SPECIFICATIONS WITH POWER CO. PLANS & INSTALL CONDUIT TO THIS LOCATION. POWER CO. PLANS WILL DETERMINE EXACT LOCATION OF CONDUIT AND TAKE PRECEDENCE OVER THESE DRAWINGS.
- 100 AMP, 120/240V, 1Ø, 3W, METERED ELECTRIC PEDESTAL, SEE DETAIL 1 ON SE3.1.
- #3-1/2 CONCRETE PULL BOX, SEE DETAIL 2 ON SE3.1.
- 300W WALL MOUNTED LOW VOLTAGE TRANSFORMER. COORDINATE EXACT LOCATION WITH LANDSCAPE ARCHITECT. TRANSFORMER SHALL BE DIRECT WIRED (NOT PLUG IN). SEE DETAIL 3 AND LOW VOLTAGE WIRING GUIDELINES ON SE3.1 FOR WIRE SIZING.
- ELECTRICAL CONTRACTOR SHALL INSTALL POWER FEED TO IRRIGATION CONTROLLER & MAKE ALL 120V CONNECTIONS. COORDINATE WORK WITH IRRIGATION CONTRACTOR.
- 2" SCH 40 PVC CONDUIT SLEEVE BURIED 24" DEEP FOR LOW VOLTAGE CABLE. EXTEND SLEEVE 2' PAST EDGE OF CONCRETE & CAP. COORDINATE ALL REQUIREMENTS WITH GENERAL CONTRACTOR PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- RAMADA LIGHT AND RECEPTACLE, SEE DETAIL 7 ON SE3.2.

LEGEND

- 100A 120/240V 1Ø PEDESTAL
- NEW PULL BOX
- LOW VOLTAGE TRANSFORMER, NUMBER IN SYMBOL INDICATES SIZE
- IRRIGATION CONTROLLER
- NEW UNDERGROUND CONDUIT
- A-1 CIRCUIT NUMBER
- WIRE & CONDUIT TAG, SEE WIRE & CONDUIT TABLE
- CONDUIT SLEEVE
- FIRE HYDRANT
- 120V GFCI RECEPTACLE

WIRE & CONDUIT TABLE

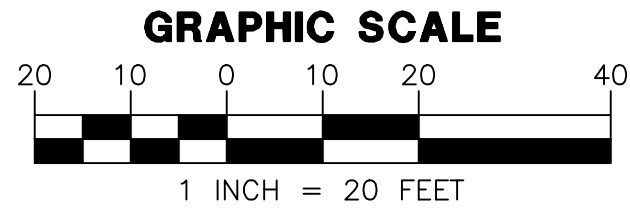
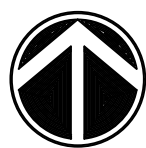
NO.	CONDUIT SIZE	WIRE		TYPE*	REMARKS
		POWER	GROUND		
50	1"	2-#12	1-#12	CU	TYPICAL
51	1"	2-#12	1-#12	CU	A-1
		2-#12		CU	A-2
52	1"	2-#12	1-#12	CU	A-2
		2-#12		CU	A-4
53	1"	PULL	ROPE		SPARE
54	1"	2-#12	1-#12	CU	A-1
		2-#12		CU	A-5
		2-#10		CU	A-6
55	1"	2-#12	1-#12	CU	A-1
		2-#12		CU	A-2
		2-#12		CU	A-4
56	1"	2-#12	1-#10	CU	A-1
		2-#10		CU	A-6

* THIS COLUMN IDENTIFIES THE CONDUCTOR MATERIAL TYPE.
CU = COPPER, AL = ALUMINUM.

LIGHT FIXTURE SCHEDULE

SYMBOL	LETTER ID	MANUFACTURER	CATALOG NUMBER	FINISH COLOR	VOLTS	LAMP	LUMENS (MIN)	CCT	MOUNTING HEIGHT	DETAIL
	A	COOPER LIGHTING	GAN-SA1-C-730-U-5WQ-BZ	TO MATCH COLOR OF BUILDINGS	120	59W LED	7,800	3000K	15'-0"	TYPE 5 AREA LIGHT SEE DETAIL 4 SHEET SE3.2
	B	COOPER LIGHTING	GAN-SA1-C-730-U-T3-BZ	TO MATCH COLOR OF BUILDINGS	120	59W LED	7,408	3000K	15'-0"	TYPE 3 AREA LIGHT SEE DETAIL 4 SHEET SE3.2
	C	VISIONAIRE LIGHTING	OWK-2-8R42-COG-20LC-7-3K-UNV-AB-BZ-VRB	TO MATCH COLOR OF BUILDINGS	120	45W LED	2,221	3000K	3'-6"	BOLLARD LIGHT SEE DETAIL 5 SHEET SE3.2
	D	VISTA PROFESSIONAL	1043-DZ-MF-30-C-MV-ND	TO MATCH COLOR OF BUILDINGS	12	10W LED	487	3000K	GROUND	UPLIGHT SEE DETAIL 6 SHEET SE3.2
	E	VISTA PROFESSIONAL	1043-DZ-WF-30-C-MV-ND	TO MATCH COLOR OF BUILDINGS	12	10W LED	542	3000K	GROUND	UPLIGHT SEE DETAIL 6 SHEET SE3.2
	F	LUMINAIRE LIGHTING	SWP1212-NODIM-40W-30K-MVOLT-OP-BRZ	TO MATCH COLOR OF BUILDINGS	120	43W LED	3,350	3000K	10'-0"	RAMADA LIGHT SEE DETAIL 7 SHEET SE3.2

FS CASE NUMBER: FS21-104

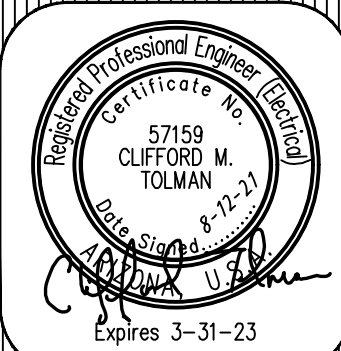


WRIGHT ENGINEERING
PROJECT NO:
21008
DESIGN BY: QPM
DRAWN BY: QPM
CHECKED BY: CMT

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

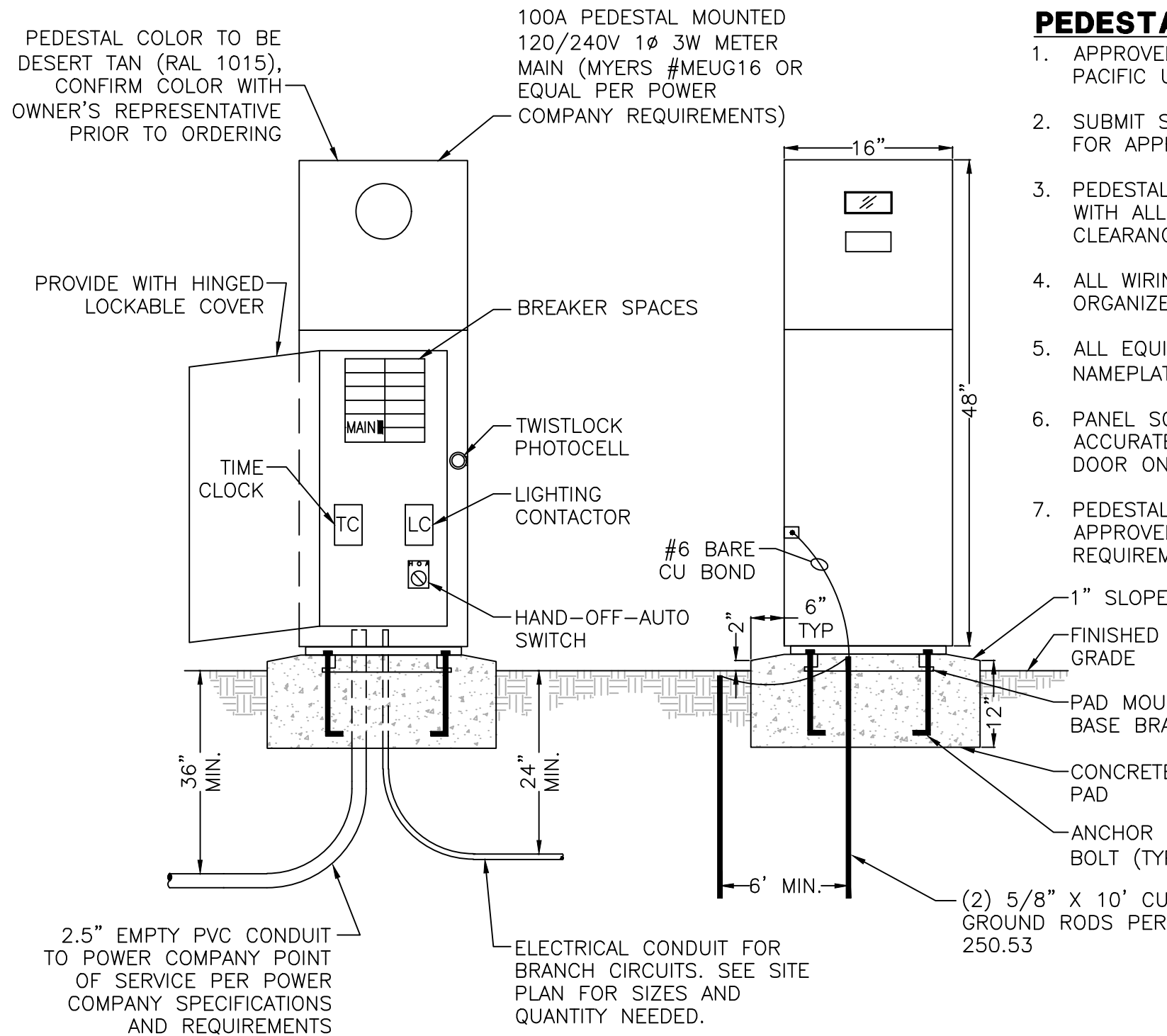
PROJECT: EL MIRAGE, ARIZONA
TITLE: VILLAS AT VESTA VIEW
SITE ELECTRICAL
SITE ELECTRICAL PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	2-5-21	1ST SUBMITTAL
2	6-3-21	2ND SUBMITTAL
3	7-20-21	3RD SUBMITTAL
4	8-12-21	4TH SUBMITTAL



DRAWING NO:
SE2.2
OF 7

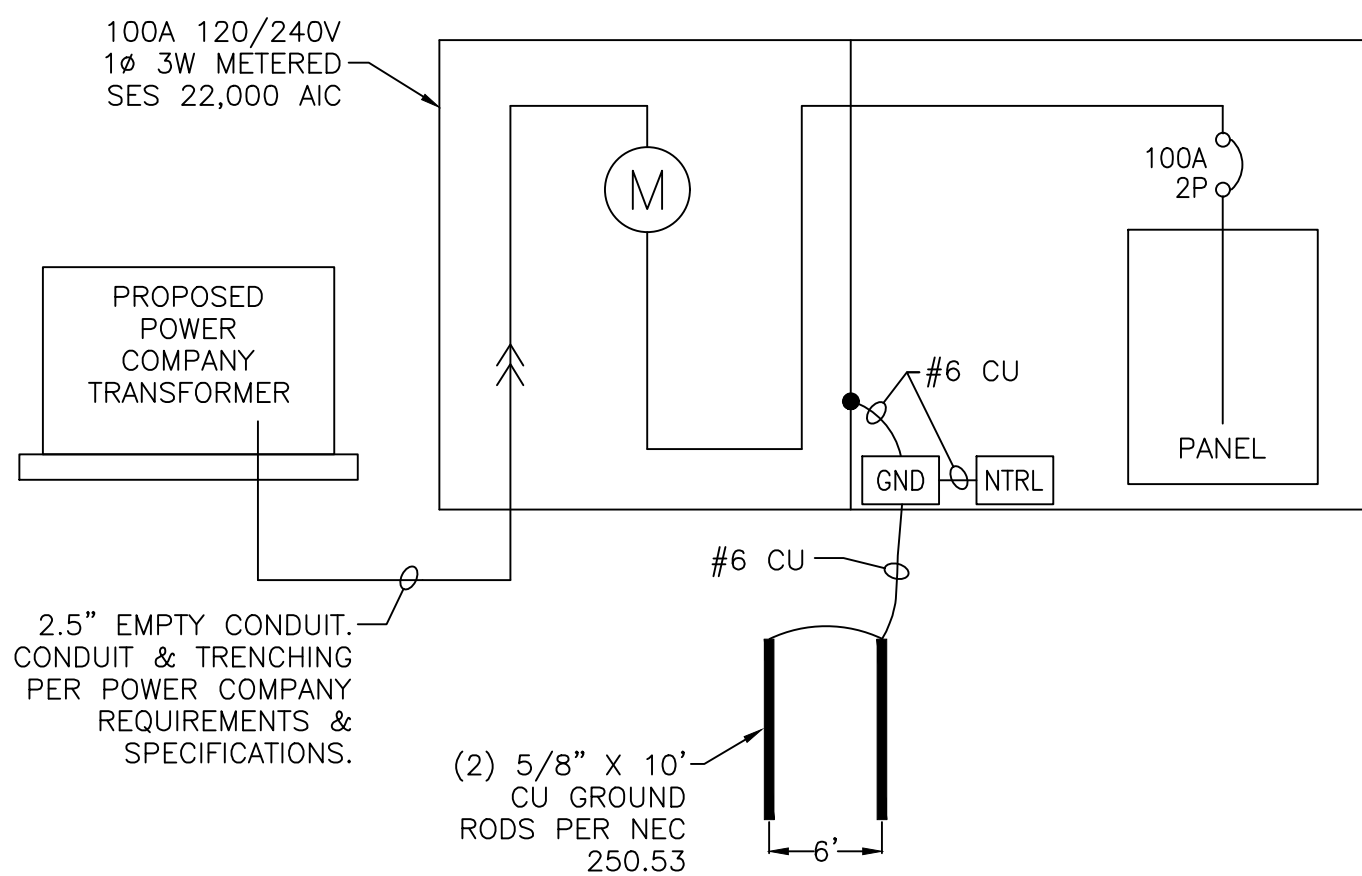
THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.



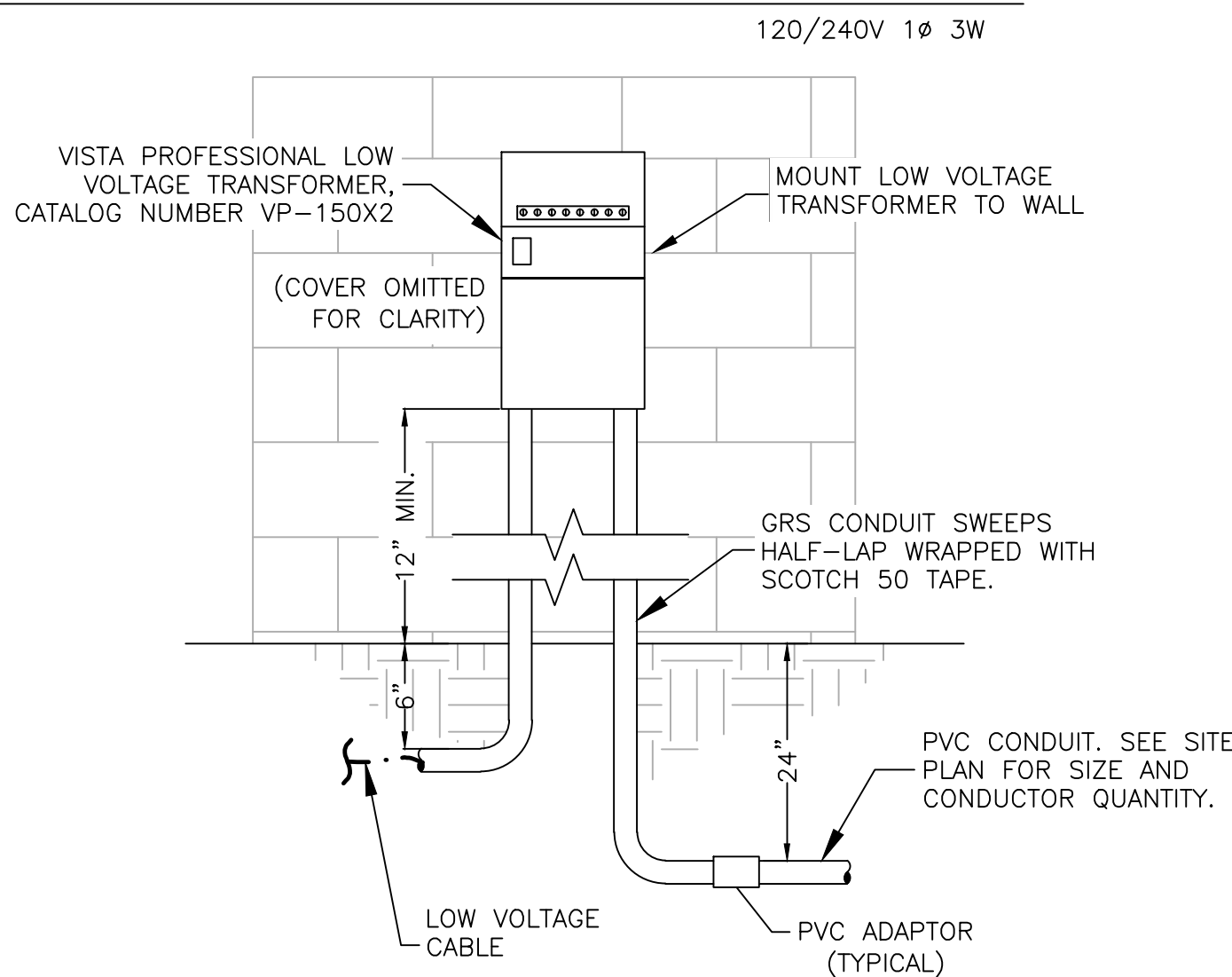
1A 100A PEDESTAL MOUNTED SERVICE
NO SCALE 120/240V 1Ø 3W

PEDESTAL NOTES

1. APPROVED EQUAL MANUFACTURERS: MILBANK, PACIFIC UTILITY PRODUCTS
2. SUBMIT SHOP DRAWINGS TO POWER COMPANY FOR APPROVAL PRIOR TO ORDERING EQUIPMENT.
3. PEDESTAL SHALL BE INSTALLED IN ACCORDANCE WITH ALL NEC CODE AND POWER COMPANY CLEARANCE REQUIREMENTS.
4. ALL WIRING SHALL BE INSTALLED IN AN ORGANIZED AND NEAT MANNER.
5. ALL EQUIPMENT SHALL HAVE LAMICOID NAMEPLATES WITH 1/4" LETTERING.
6. PANEL SCHEDULE SHALL BE NEATLY & ACCURATELY TYPED AND PLACED ON THE INSIDE DOOR ON A LAMINATED SHEET.
7. PEDESTAL SHALL BE COMMERCIAL RATED WITH APPROVED TEST BLOCKS PER POWER COMPANY REQUIREMENTS.

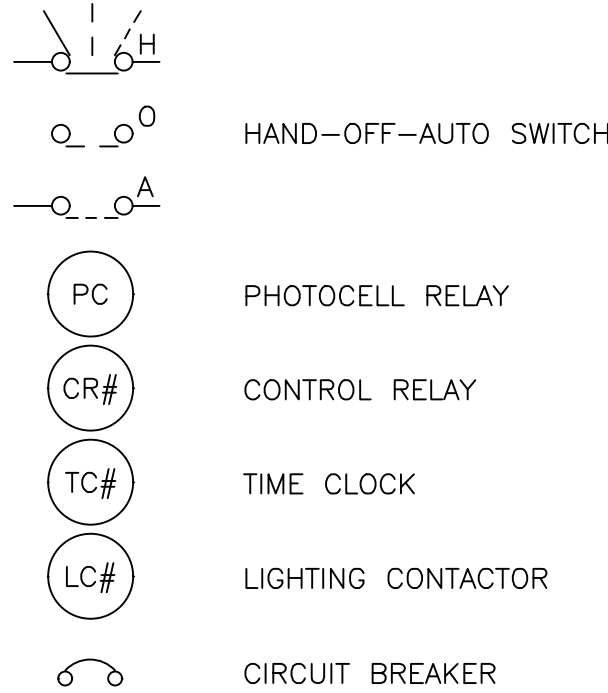


1B 100A SINGLE LINE DIAGRAM
NO SCALE 120/240V 1Ø 3W



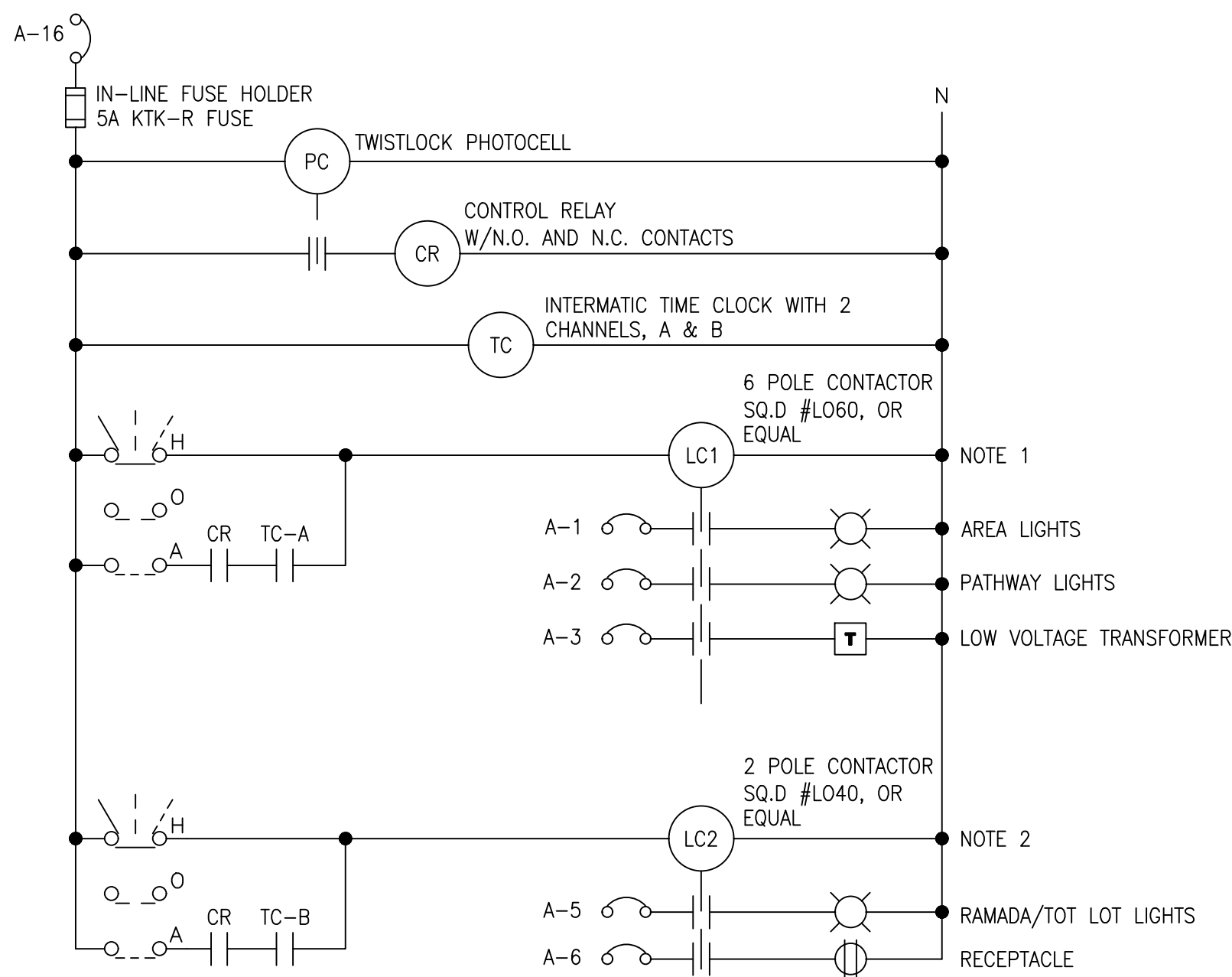
3 WALL-MOUNTED LOW VOLTAGE TRANSFORMER
NO SCALE

CONTROL SCHEMATIC LEGEND



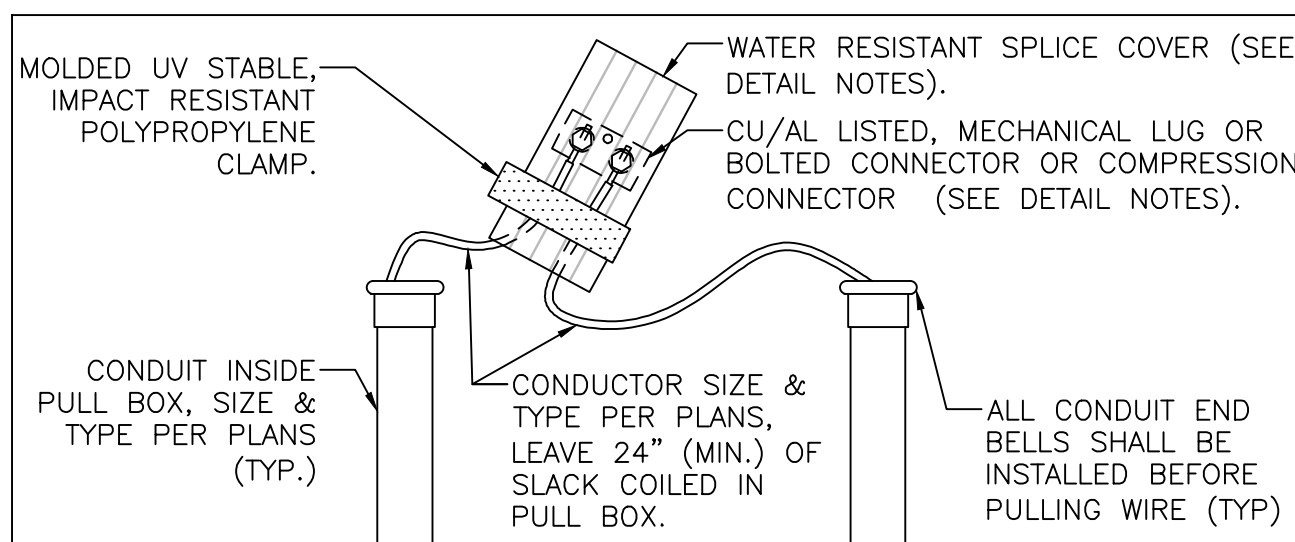
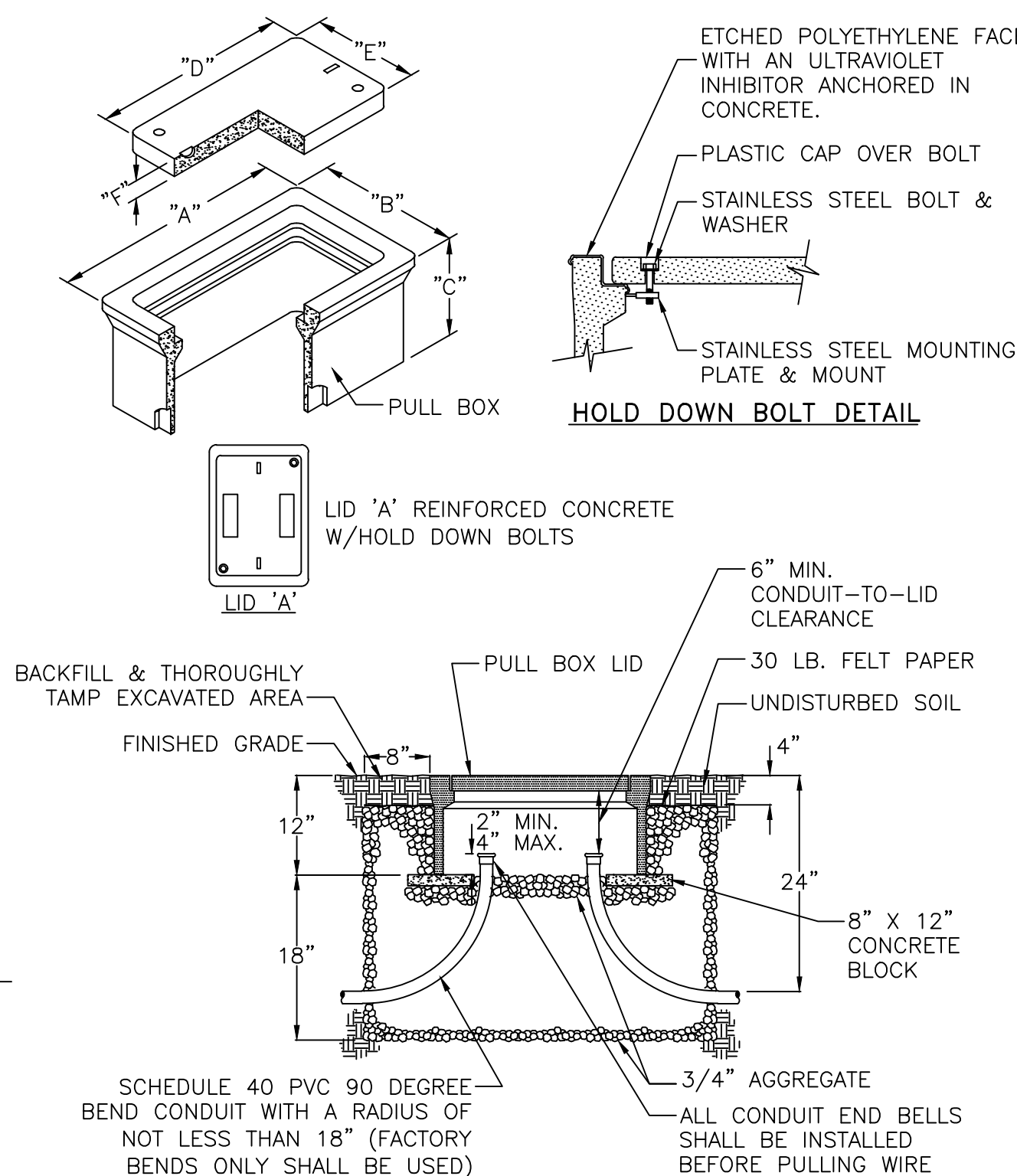
CONTROLLER NOTES

1. THIS CIRCUIT TO BE ACTIVATED FROM DUSK TO DAWN.
2. THIS CIRCUIT TO BE ACTIVATED AT DUSK AND SHUT OFF AT 10:30 PM.



1C LIGHTING CONTROL SCHEMATIC
NO SCALE 120V

2 PULL BOX INSTALLATION
NO SCALE

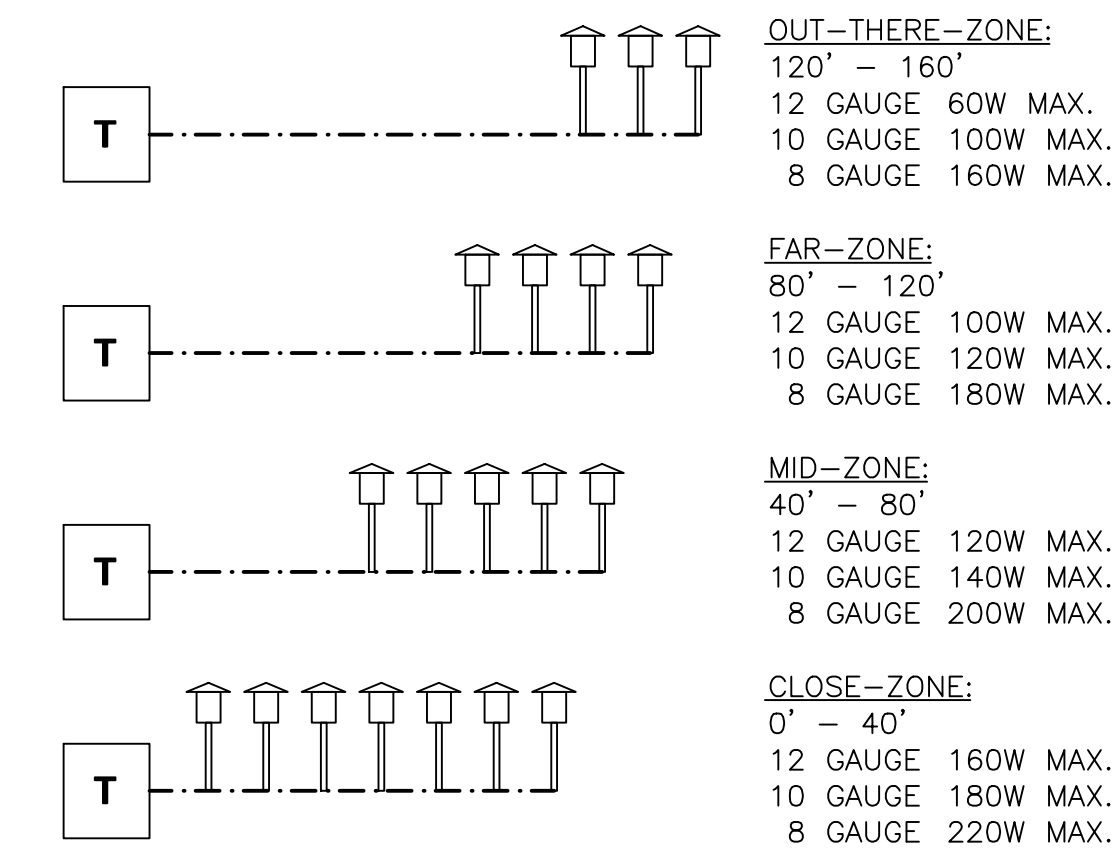


SPLICES INSIDE PULL BOX

DETAIL NOTES:

1. THE PULL BOX SHALL BE MADE OF A HIGH DENSITY REINFORCED CONCRETE MATERIAL WITH END & SIDE KNOCKOUTS, & NON-SETTLING SHOULDERS TO MAINTAIN GRADE, MANUFACTURED WITH APPROXIMATE DIMENSIONS AS SHOWN.
2. STEEL REINFORCEMENT SHALL BE AS REGULARLY USED IN STANDARD PRODUCTS OF THE RESPECTIVE MANUFACTURER.
3. COVER LETTERING SHALL BE 1" LETTERS CAST IN STANDARD MARKINGS: "ELECTRIC" OR "HIGH VOLTAGE" OR "COMMUNICATIONS". AS REQUIRED.
4. THE PULL BOX SHALL HAVE AN ETCHED POLYETHYLENE FACE WITH AN ULTRAVIOLET INHIBITOR ANCHORED IN CONCRETE.
5. ALL CABLE & CONDUCTOR SPLICES MADE USING CU/AL LISTED, MECHANICAL LUG OR BOLTED CONNECTOR OR COMPRESSION CONNECTOR, (TYCO ELECTRONICS, NSI INDUSTRIES, ILSO OR APPROVED EQUAL). CONNECTION TO BE INSULATED & MADE WATER RESISTANT WITH TYCO ELECTRONICS GELCAP-SL, NSI INDUSTRIES ESSLK-2/0 OR 3M SCOTCHCAST SPLICE KIT 85 SERIES.

DATA TABLE						
PULLBOX TYPE	PULLBOX LENGTH	PULLBOX WIDTH	PULLBOX HEIGHT	LID LENGTH	LID WIDTH	LID HEIGHT
"A"	"B"	"C"	"D"	"E"	"F"	
#3-1/2	19-3/4"	14-1/4"	12"	15-1/2"	10"	1-3/4"
#5	25-1/8"	15-5/8"	12"	20-3/4"	10-5/8"	2"
#7	35"	22"	12"	30-1/2"	17-1/2"	2"



NOTES:

1. THE WATTAGE LOADS ARE PER CABLE. ADD CABLE RUNS AS NECESSARY TO COMPLETE PROJECT. MULTIPLE QUANTITY OF CABLES RUN FROM EACH TRANSFORMER, UP TO 80% OF TOTAL WATTAGE ON TRANSFORMER IS ALLOWED.
2. WIRING IS SHOWN SCHEMATICALLY TO INDICATE WHICH TRANSFORMERS ARE INTENDED FOR EACH FIXTURE. CONTRACTOR SHALL ROUTE LOW VOLTAGE CABLE TO AVOID IRRIGATION, HARDSCAPE, AND PLANTING CONFLICTS. ALL ROADWAY, DRIVEWAY, AND SIDEWALK CROSSINGS SHALL BE INSTALLED IN A PVC SLEEVE.
3. LONGER RUNS TO BE CONNECTED TO 13 VOLT TAP OR HIGHER AS NEEDED.

TYPICAL LOW VOLTAGE LUMINAIRE RECOMMENDED CIRCUITING GUIDELINES

NO SCALE

WRIGHT ENGINEERING
PROJECT NO:
21008
DESIGN BY: QPM
DRAWN BY: QPM
CHECKED BY: CMT

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

PROJECT: TITLE:

EL MIRAGE, ARIZONA
VILLAS AT VESTA VIEW
SITE ELECTRICAL
SITE ELECTRICAL DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	2-5-21	1ST SUBMITTAL
2	6-3-21	2ND SUBMITTAL
3	7-20-21	3RD SUBMITTAL
4	8-12-21	4TH SUBMITTAL

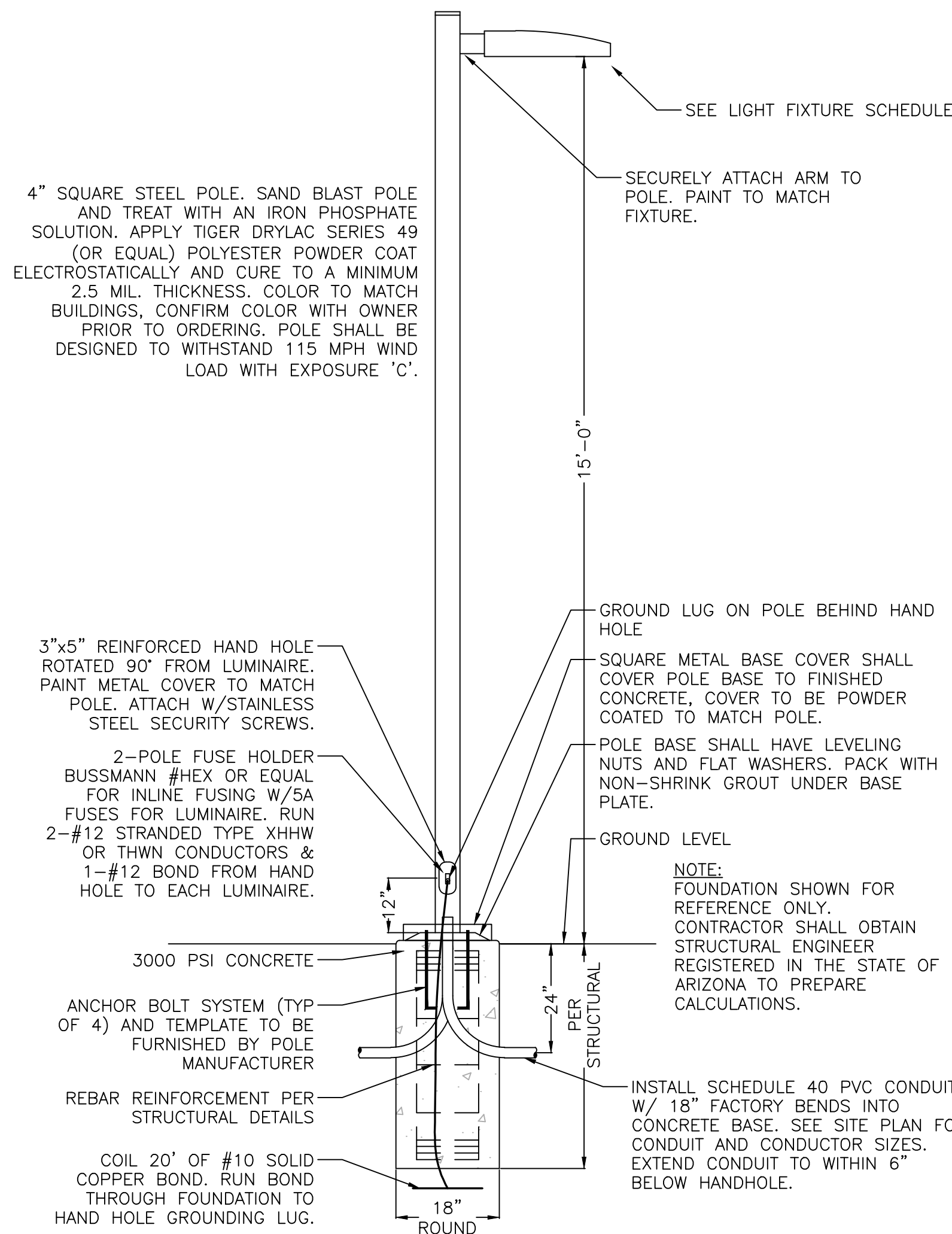
Professional Engineer
57159
CLIFFORD M. TOLMAN
Arizona Blue Stake, Inc.
Expires 3-31-23

DRAWING NO:
SE3.1
OF 7

Call at least two full working days
before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 811 or 1-800-STAKE-IT (782-5348)

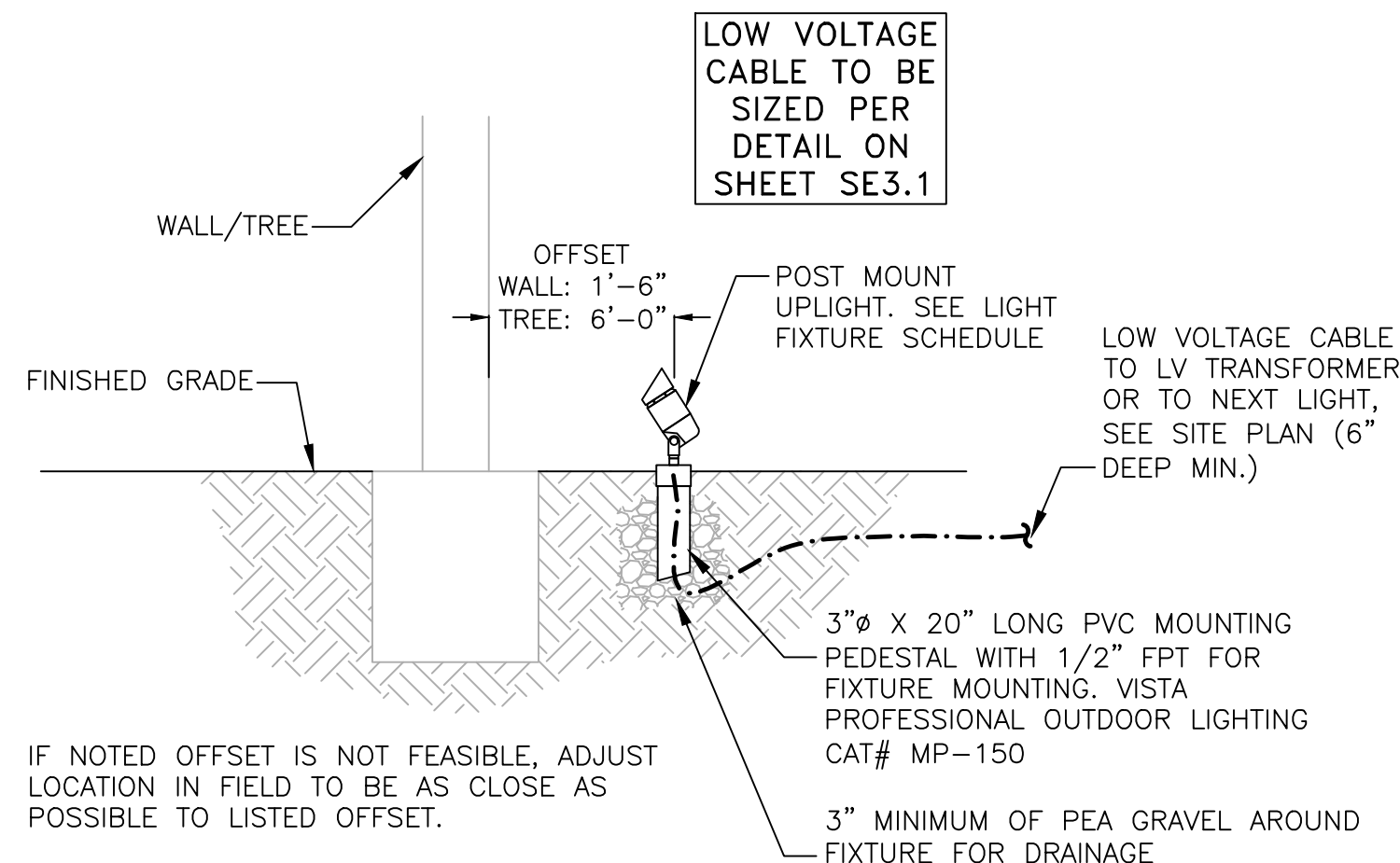
FS CASE NUMBER: FS21-104

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.



1 FLUSH FOUNDATION AREA LIGHT DETAIL

NO SCALE



LOW VOLTAGE UPLIGHT DETAIL

NO SCALE

Project	Catalog #	Type
Prepared by	Notes	Date




Streetworks

GAN Galleon

Area / Roadway Luminaire

Typical Applications
 Outdoor • Parking Lots • Walkways • Roadways • Building Areas

Interactive Menu

- Ordering Information [page 2](#)
- Mounting Details [page 3](#)
- Optical Distributions [page 4](#)
- Product Specifications [page 4](#)
- Energy and Performance Data [page 4](#)
- Control Options [page 5](#)

Product Certifications








Product Features

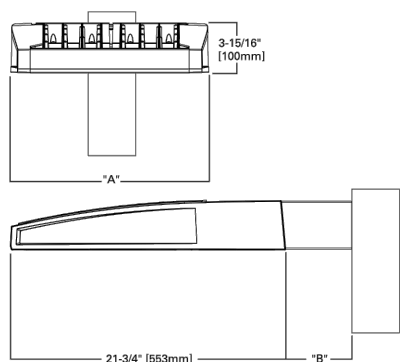





Quick Facts

- Lumen packages range from 4,200 - 80,800 (34W - 640W)
- Efficacy up to 156 lumens per watt

Dimensional Details

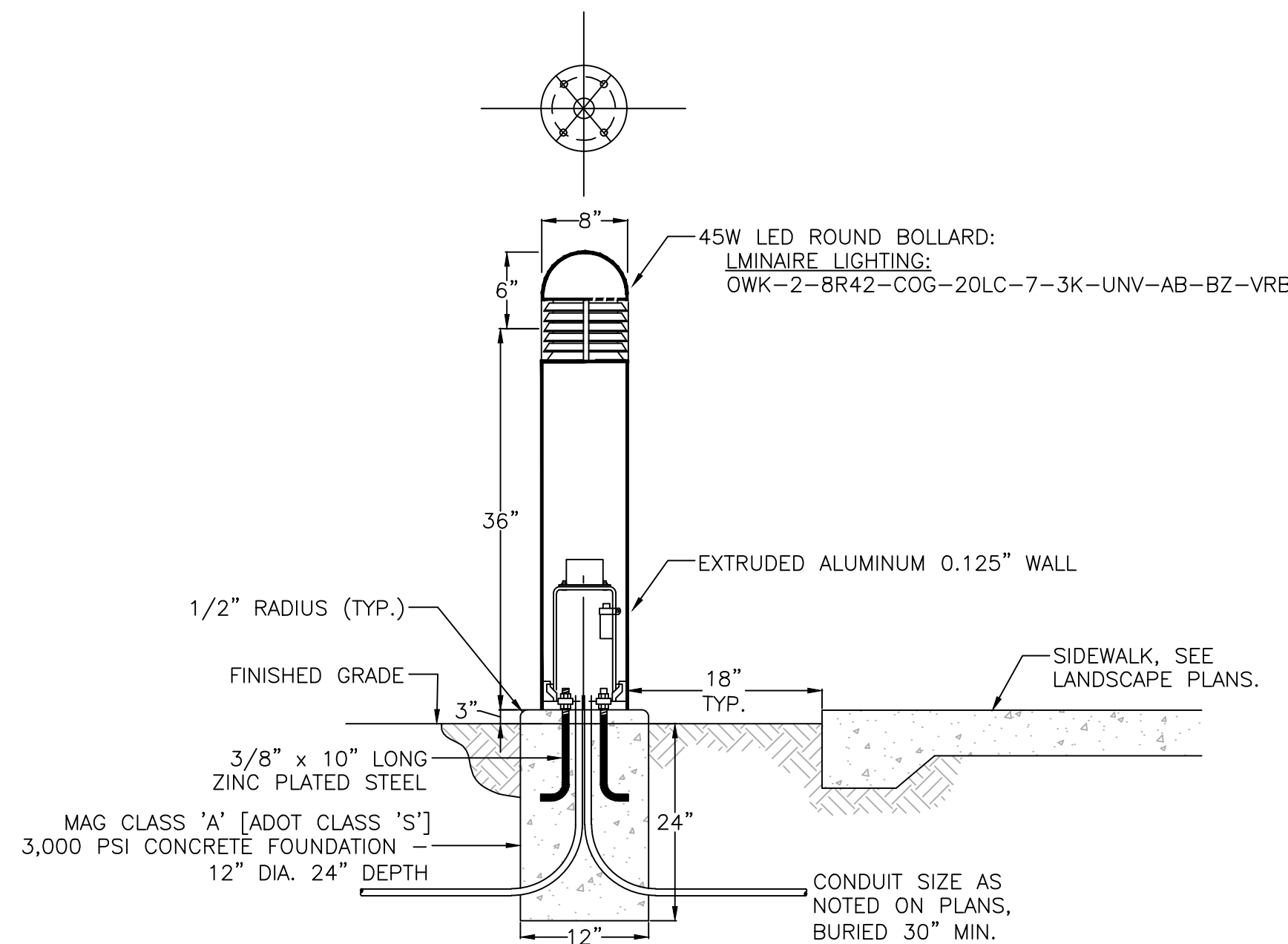


Number of Light Sources	1/4" Width	1/2" Standard Arm Length	3/4" Extended Arm Length	5" Quick Mount Arm Length	5" Quick Mount Extended Arm Length
1-4	15 1/2"	7"	10"	10 5/8"	16 5/8"
5-6	21 5/8"	7"	10"	10 5/8"	16 5/8"
7-8	27 5/8"	7"	13"	10 5/8"	-
9-10	33 3/4"	7"	16"	-	-

NOTES:
 1. All selection requirements are additional for the 4L, 6L and 8L models.



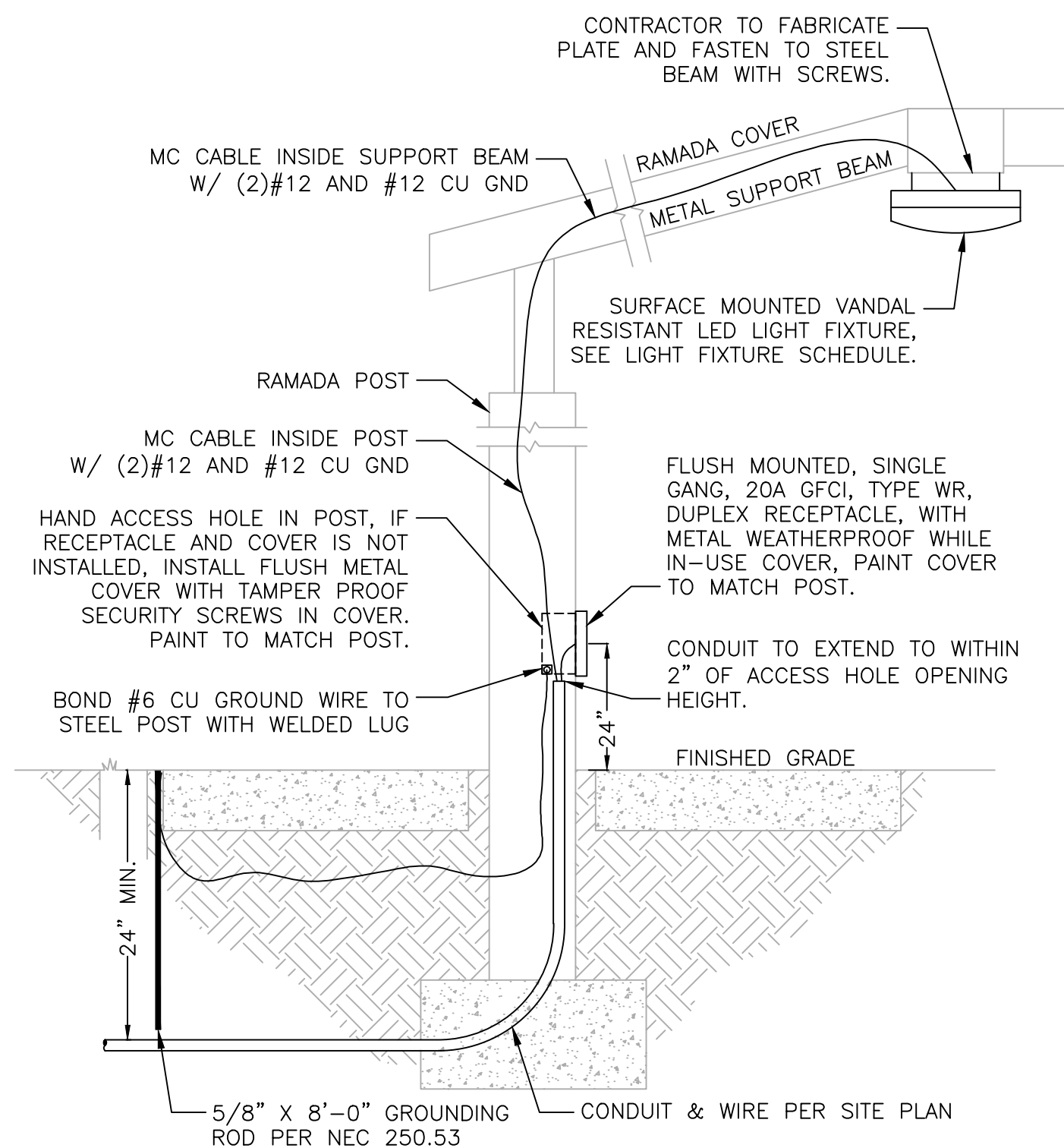
PDS00000202 page 1
 October 26, 2020 02/ML



5 BOLLARD LIGHT DETAIL

NO SCALE

OCEANWALK ROUND Bollard LED Specifications										
					Project Name					
					Catalog Number					
					Type					
					The Oceanwalk - Round LED series of architectural bollards combines contemporary styling with durable, vandal-resistant construction and smooth, low-level, 360 degree symmetrical luminance with available cutoff optics and is an excellent choice for walkways, entrances, promenades, plazas, courtyards, driveways and landscaped areas.					
Ordering Information										
MODEL	SIZE	OPTICS	SOURCE	CURRENT	KELVIN	VOLTAGE	MOUNTING	FINISH	OPTIONS	
OWK-1 Round Flat Top	SR36 8" Round Height 30"	PR Prismatic Reflector	20LC	3 300mA	3K 3000K	UNV 120-277V	AB Adjustable (AB=PC,SP,RT, NT&SP,RLS)	BZ Bronze	ILS Intralight Light Shield Top Cap only	
OWK-2 Round Dome Top	SR42 8 1/2" Round Height 42"			5 500mA	4K 4000K			BK Black		
		SLR Slide- Lower Reflector		7 700mA	5K 5000K			SBK Smooth Satin	VRB Vandal-Resistant Ball	
								WH White		
		CDO Cutoff Gill						SWH Smooth White		
								GP Granite		
								GV Gray		
								SL Smooth Matte		
								CC Custom Color		



7 RAMADA ELECTRICAL DETAIL

NO SCALE

SWOOP **SWP1212**

Vendor Information

SWP1212 Series LED

Fixture Type _____
 Job Name _____
 Catalog Number _____

Date _____
 Approved By _____

WALL / CEILING
LED

SPECIFICATIONS

Description The Swoop SWP1212 series features a durable, color-impregnated polycarbonate housing supported by a marine grade, die cast aluminum base plate to provide a lighting fixture that will survive in many challenging environments.

Bezel One piece injection molded UV stabilized polycarbonate mechanically interlocked to lens. Minimum wall thickness shall be 0.140". Color is molded through entire part for scratch resistant finish.

Lens One piece injection molded UV stabilized prismatic polycarbonate with minimum 0.140" wall thickness. Available in Clear or Opal and secured to base plate with (4) concealed stainless steel screws. XWP and YWP models come with a chemically etched, scratch resistant surface painted lens.

Reflector Die formed, shaped for maximum efficiency and finished with high gloss electrostatically applied white polyester powder coat.

Drivers Dimming to 1%, 10% or Non-Dimming Driver is also available.

LED Samsung LM561B+ series @ 2700K, 3000K, 3500K, 4000K, or 5000K and 82 CRI wired in parallel-series. L₉₀ projected life for over 130,000 hours at 50°C.

UL Listing U.L., CUL, Wet Location Listing standard.

Buy American Luminaire LED, LLC products are manufactured in the USA with components purchased from USA suppliers, and meets the Buy American requirements. Content of specification sheets is subject to change, please consult our website for current product information.

Warranty **Lifetime** warranty against vandalism. Luminaire LED will repair or replace any fixture damaged due to vandalism for the lifetime of the installation.

10-year warranty on LED boards against operational defects. Tested in accordance with FM-80.

DIMENSIONAL DATA

	A	B	C
SWP1212	12.34	12.34	5.05
XWP1212 With Trim	12.34	12.34	5.05
YWP1212 With Trim	12.34	12.34	5.05

One Liberty Drive, Company A-8, SW12-1 | 1-800-755-3539 (Toll Free) | www.luminaireled.com
 © 2022 Aurora Energy Lighting, Inc. All Rights Reserved.

LUMINAIRE LED-SWOP-SWP1212-1B
 Rev: 02/2023
 Page 3 of 3

FS CASE NUMBER: FS21-104

Call at least two full working days
before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.

Dial 811 or 1-800-STAKE-IT (782-5348)

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

PROJECT: TITLE:

EL MIRAGE, ARIZONA
VILLAS AT VESTA VIEW
SITE ELECTRICAL

SITE ELECTRICAL DETAILS

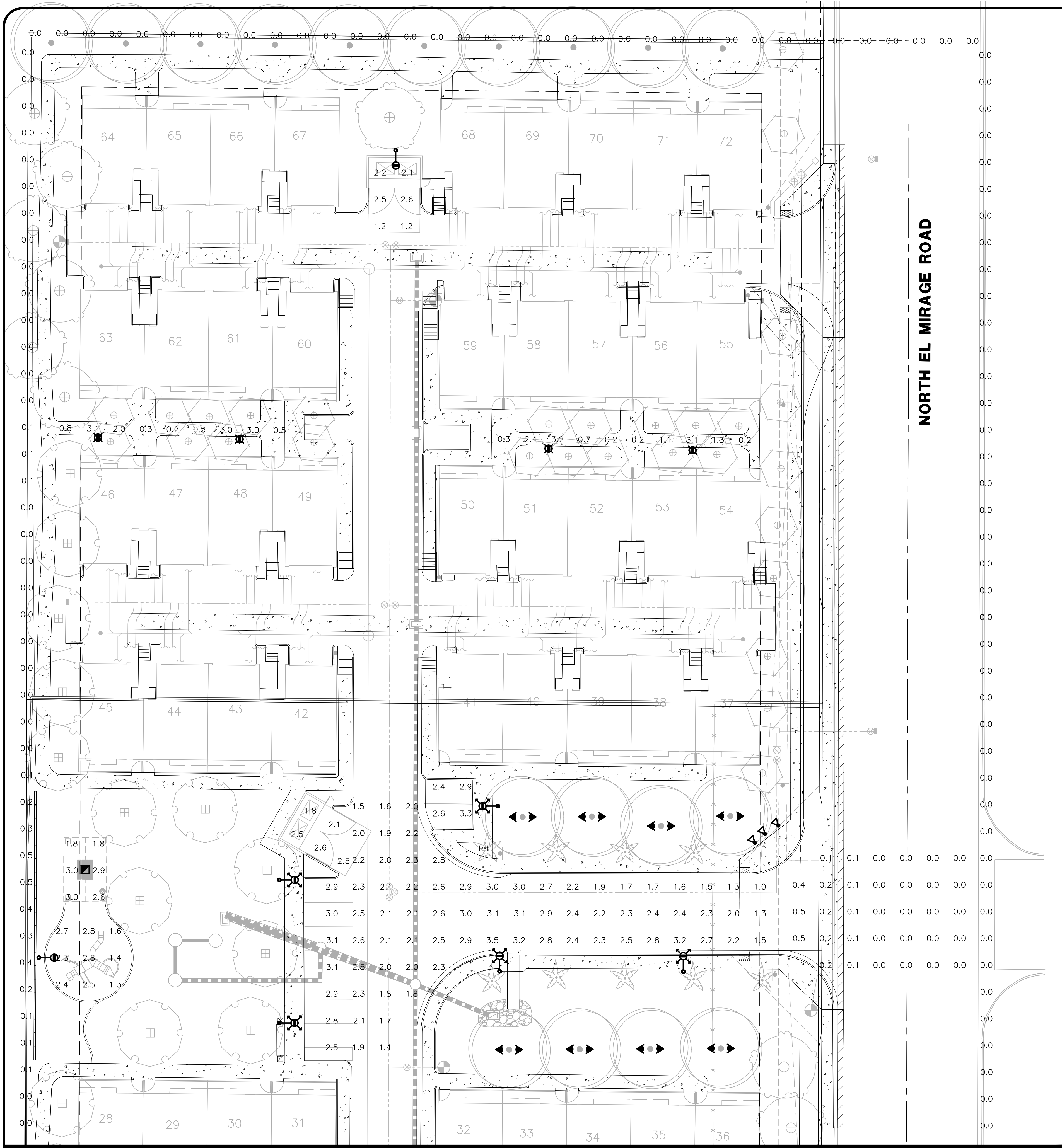
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	2-5-21	1ST SUBMITTAL
2	6-3-21	2ND SUBMITTAL
3	7-20-21	3RD SUBMITTAL
4	8-12-21	4TH SUBMITTAL

Registered Professional Engineer (Electrical)
 Certificate No. 57159
 CLIFFORD M. TOLMAN
 Date Signed 8-12-21
 State of California
 Expires 3-31-23

DRAWING NO:

SE3.2
OF 7

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.



NORTH EL MIRAGE ROAD

PHOTOMETRIC RESULTS

Parking Area
86 points
HORIZONTAL FOOTCANDLES
Average 2.3
Maximum 3.5
Minimum 1.0
Avg:Min 2.34
Max:Min 3.50
Coef Var 0.23

Tot Lot
9 points at z=0, sp 10ft by 10ft
HORIZONTAL FOOTCANDLES
Average 2.2
Maximum 2.8
Minimum 1.3
Avg:Min 1.69
Max:Min 2.15
Coef Var 0.26
UnifGrad 2.00

Garbage/Refuse Area
11 points
HORIZONTAL FOOTCANDLES
Average 2.1
Maximum 2.6
Minimum 1.2
Avg:Min 1.77
Max:Min 2.17
Coef Var 0.23

Pathways
38 points
HORIZONTAL FOOTCANDLES
Average 1.3
Maximum 3.2
Minimum 0.2
Avg:Min 0.670
Max:Min 16.00
Coef Var 0.84

Ramada
6 points at z=0, sp 10ft by 10ft
HORIZONTAL FOOTCANDLES
Average 2.5
Maximum 3.0
Minimum 1.8
Avg:Min 1.40
Max:Min 1.67
Coef Var 0.21
UnifGrad 1.67

Property Line
238 points
HORIZONTAL FOOTCANDLES
Average 0.0
Maximum 0.5
Minimum 0.0
Avg:Min N/A
Max:Min N/A
Coef Var 3.13

PHOTOMETRIC LEGEND

- TYPE 3 AREA LIGHT
condala file 'GAN-SA1C-730-U-T3-HSS.ies'
16 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.910, watts per luminaire = 59
mounting height= 15 ft
number locations= 4, number luminaires = 4
kw all locations= 0.2
- Bollard
condala file 'OWK-2-L_COC_20LC_7_3K.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.910, watts per luminaire = 45
mounting height= 4 ft
number locations= 8, number luminaires = 8
kw all locations= 0.4
- Ramada Light
condala file 'SWP1212_40W_40K_OP.ies'
120 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.828, watts per luminaire = 43
mounting height= 10 ft
number locations= 2, number luminaires = 2
kw all locations= 0.1
- TYPE 5 AREA LIGHT
condala file 'GAN-SA2C-730-U-5WQ.ies'
32 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.910, watts per luminaire = 113
mounting height= 15 ft
number locations= 5, number luminaires = 5
kw all locations= 0.6

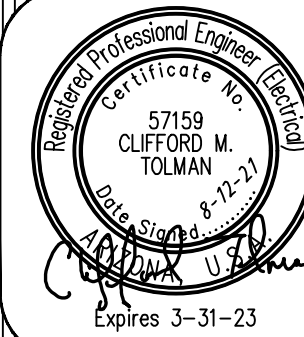
EL MIRAGE, ARIZONA

VILLAS AT VESTA VIEW
SITE ELECTRICAL

PHOTOMETRIC ANALYSIS

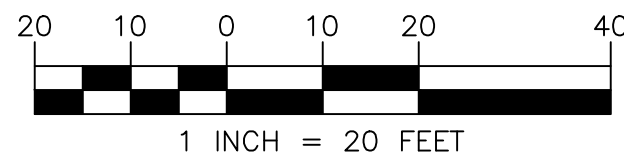
NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)

1	2-5-21	1ST SUBMITTAL
2	6-3-21	2ND SUBMITTAL
3	7-20-21	3RD SUBMITTAL
4	8-12-21	4TH SUBMITTAL



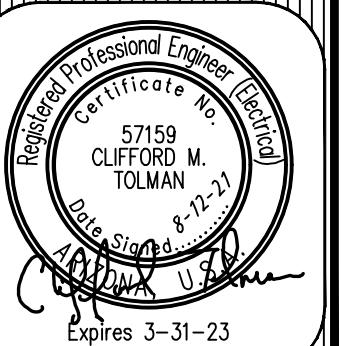
FS CASE NUMBER: FS21-104

GRAPHIC SCALE



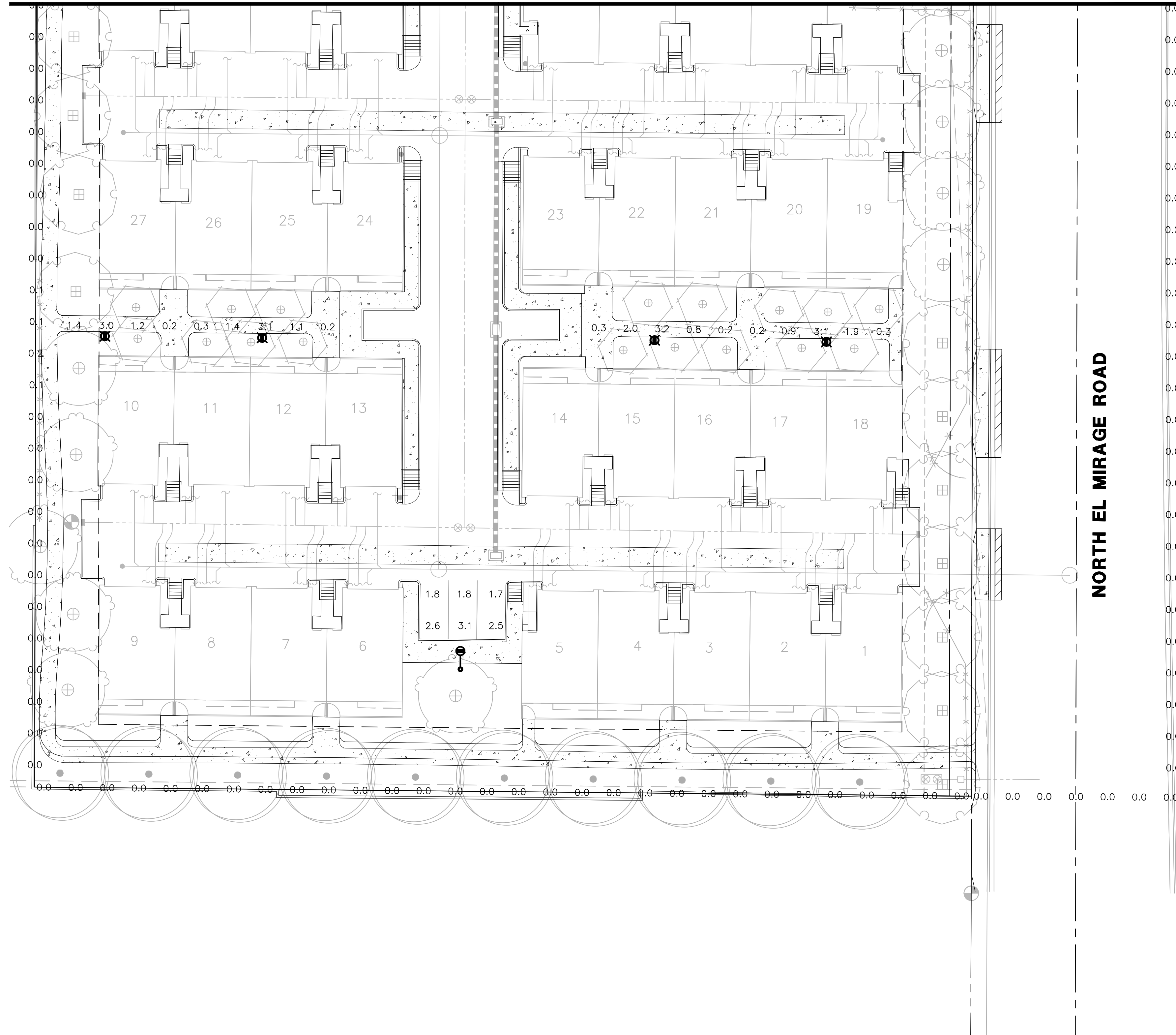
DRAWING NO:
SE4.1
OF 7

DATE		SUBMITTAL NUMBER		SUBMITTAL TITLE	
1	2-5-21	1ST	SUBMITTAL		
2	6-3-21	2ND	SUBMITTAL		
3	7-20-21	3RD	SUBMITTAL		
4	8-12-21	4TH	SUBMITTAL		



H:\2021\21008-Villas at Vesta View\21008-SE.dwg

MATCHLINE 'A' SEE SHEET SE4.1



PHOTOMETRIC RESULTS

Parking Area	
86 points	
HORIZONTAL	FOOTCANDLES
Average	2.3
Maximum	3.5
Minimum	1.0
Avg:Min	2.34
Max:Min	3.50
Coef Var	0.23

Tot Lot	
9 points at	z=0, sp 10ft by 10ft
HORIZONTAL FOOTCANDLES	
Average	2.2
Maximum	2.8
Minimum	1.3
Avg:Min	1.69
Max:Min	2.15
Coef Var	0.26
UnifGrad	2.00

Garbage/Refuse Area	
11 points	
HORIZONTAL	FOOTCANDLES
Average	2.1
Maximum	2.6
Minimum	1.2
Avg:Min	1.77
Max:Min	2.17
Coef Var	0.23

Pathways	
38 points	
HORIZONTAL	FOOTCANDLES
Average	1.3
Maximum	3.2
Minimum	0.2
Avg:Min	6.70
Max:Min	16.00
Coef Var	0.84

Ramada	
6 points at	z=0, sp 10ft by 10ft
HORIZONTAL	FOOTCANDLES
Average	2.5
Maximum	3.0
Minimum	1.8
Avg:Min	1.40
Max:Min	1.67
Coef Var	0.21
UnifGrad	1.67

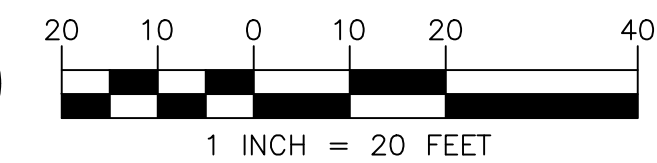
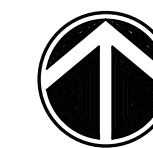
Property Line	
238 points	
HORIZONTAL	FOOTCANDLES
Average	0.0
Maximum	0.5
Minimum	0.0
Avg:Min	N/A
Max:Min	N/A
Coef Var	3.13

PHOTOMETRIC LEGEND

-  TYPE 3 AREA LIGHT
candela file 'GAN-SA1C-730-U-T3-HSS.ies'
16 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.910, watts per luminaire = 59
mounting height = 15 ft
number locations = 4, number luminaires = 4
kw all locations = 0.2
-  Bollard
candela file 'OWK-2-L-COG_20LC_7_3K.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.910, watts per luminaire = 45
mounting height = 4 ft
number locations = 8, number luminaires = 8
kw all locations = 0.4
-  Ramada Light
candela file 'SWP1212_40W_40K_OP.ies'
120 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.828, watts per luminaire = 43
mounting height = 10 ft
number locations = 2, number luminaires = 2
kw all locations = 0.1
-  TYPE 5 AREA LIGHT
candela file 'GAN-SA2C-730-U-5WQ.ies'
32 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.910, watts per luminaire = 113
mounting height = 15 ft
number locations = 5, number luminaires = 5
kw all locations = 0.6

FS CASE NUMBER: FS21-104

GRAPHIC SCALE



Call at least two full working days
before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.

Dial 811 or 1-800-STAKE-IT (782-5348)

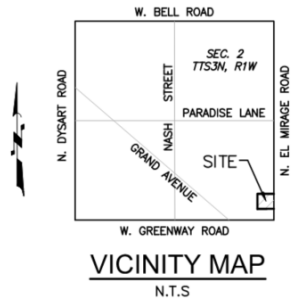
Villas at Vesta

Street Lights:

● Street Light Pole

4 existing poles

■ SLID Boundary





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023
Submitting Department: Public Works
Staff Recommendations:

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

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

Agenda Wording:

Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-SummitPkwy206 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-111.

Motion:

I move to approve Resolution #2023-111.

Background:

SU-SummitPkwy206 was formed on October 4, 2022 (Resolution 2022-93) and then an enlargement was formed on May 16, 2023 (Resolution 2023-45). Since the time of formation, 4 new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the 4 new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 30 (estimated) new lights are proposed within this enlargement which are local, collector and will be billed to the SU-SummitPkwy206 SLID.

Objective Analysis:

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

Policy Compliant:

The Surprise Municipal Code requires that street lighting 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:

At this time, no impact on the FY2024 budget is anticipated. The ratio of new lights to existing lights is very small. Therefore, any increase in energy expenses can be absorbed. The FY2025 budget will be set to include the enlargement. A separate fund for this district is currently in place to track the revenue and expenses.

FTE Impact:

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

ATTACHMENTS:

1. Res 2022-93- SU-SummitPkwy206
 2. Res2023-045-SU-SummitPkwy206-051623
 3. 01 Res 2023-111 SLID Enlarge SummitPkwy206 with 4 Parcels
 4. 02 SLID PETITION_I3 SUMMIT
 5. 03 Streetlight map_I3 Summit
 6. 02 Summit Bp Slid Petition
 7. 03 STREET LIGHT plan summit bp
 8. 04 Exhibit SBP lot 9 mapSLIDS
 9. 02 Signed Petition_BLUESCOPE
 10. 03 Street Lighttight
 11. 04 council map
 12. 02 Petition
 13. 03 Streetlight plan
-

Recording requested by:

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

SLIDReso202293-7-1-1--
Hoyp

RESOLUTION 2022-93
CITY OF SURPRISE, ARIZONA
SU-SUMMITPKWY206
STREET LIGHT IMPROVEMENT DISTRICT

Recording requested by:

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

RESOLUTION 2022-93

CITY OF SURPRISE, ARIZONA

SU-SUMMITPKWY206

STREET LIGHT IMPROVEMENT DISTRICT

RESOLUTION # 2022-93

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-SUMMITPKWY206 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-SUMMITPKWY206 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona SU-SummitPkwy206 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

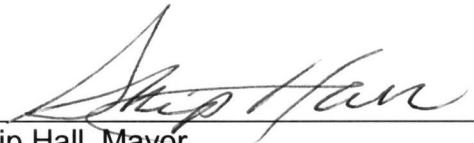
Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same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

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

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

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

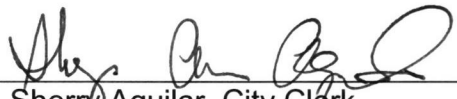
APPROVED AND ADOPTED this 4th day of October, 2022.



Skip Hall, Mayor

Attest:

Approved as to form:



Sherry Aguilar, City Clerk



Robert Wingo, City Attorney

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

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

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

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

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

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

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

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

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

COMPRISING OF 986,014 SQUARE FEET MORE OR LESS.




SUPERIOR
SURVEYING SERVICES, INC.

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

DATE: 8/2/22

JOB NO.: 202110020-SLID

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

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



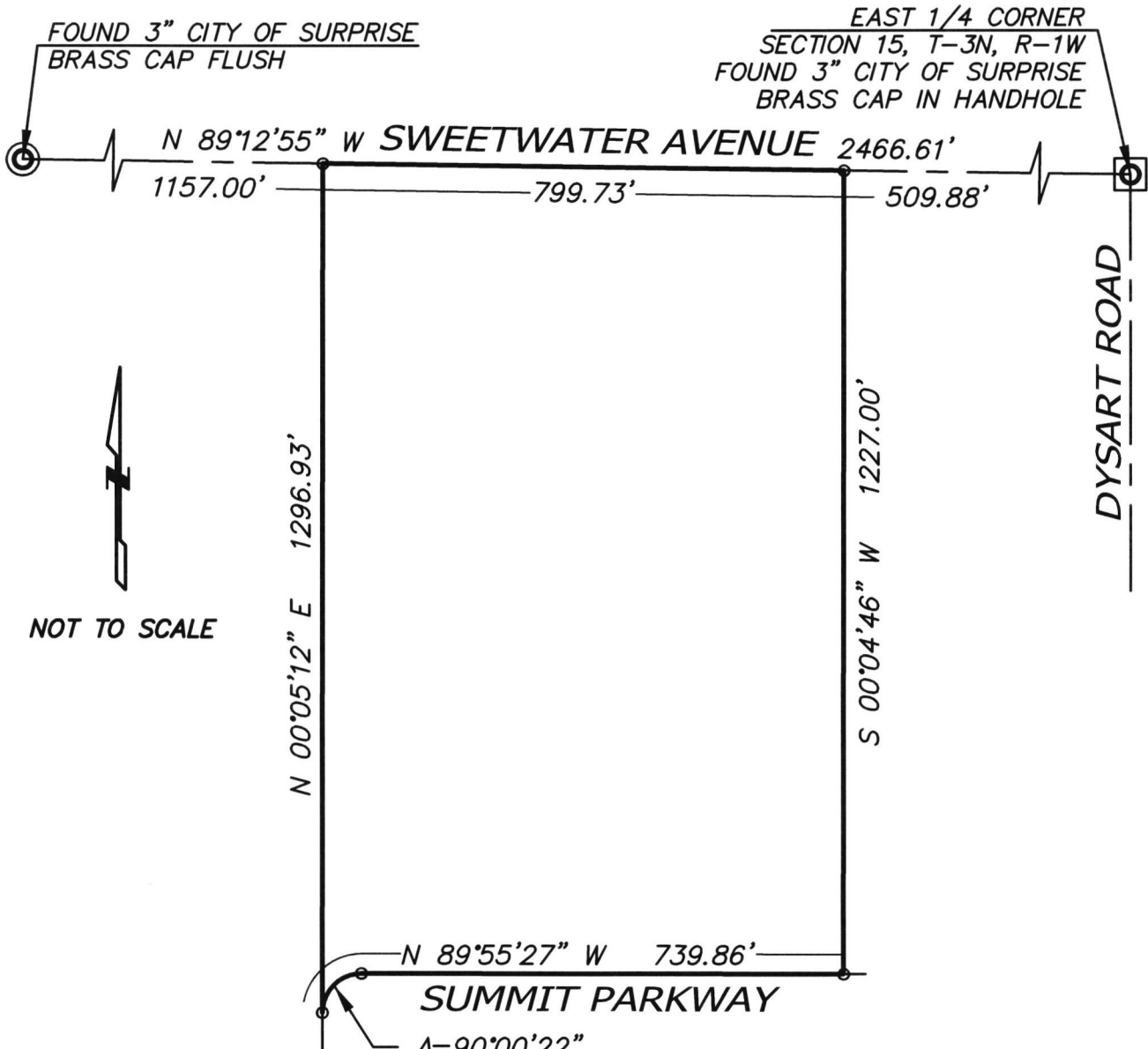

SUPERIOR
SURVEYING SERVICES, INC.

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

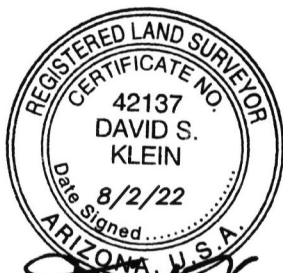
DATE: 8/2/22

JOB NO.: 202110020-SLID

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



NOT TO SCALE



David S. Klein

$\Delta=90^{\circ}00'22''$
 $R=60.00'$
 $L=94.25'$
 $CH\ BRG=S45^{\circ}02'46''W$
 $CH\ LEN=84.86'$

SUPERIOR
 SURVEYING SERVICES, INC.

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

DATE: 8/2/22

JOB NO.: 202110020-SLID

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

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

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

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

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

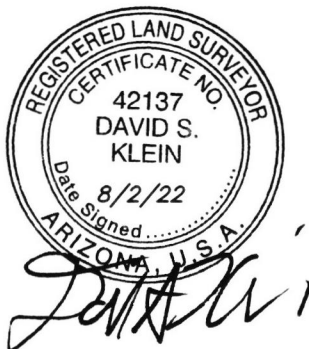
THENCE NORTH 89 DEGREES 55 MINUTES 27 SECONDS WEST 739.86 FEET ALONG SAID CENTERLINE TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 02 MINUTES 46 SECONDS WEST 84.86 FEET;

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

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

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

COMPRISING OF 986,014 SQUARE FEET MORE OF LESS.



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

DATE: 8/2/22

JOB NO.: 202110020-SLID

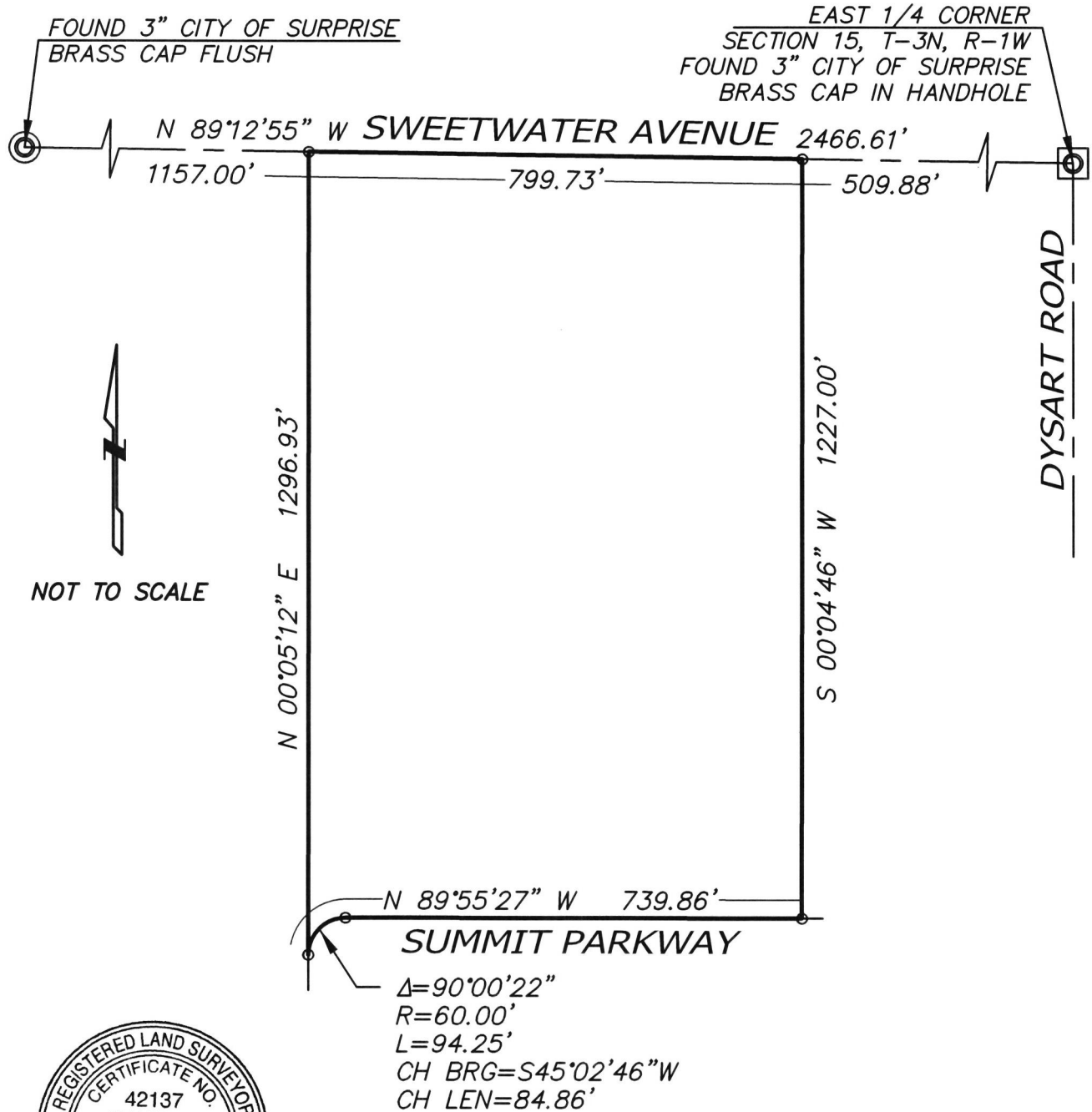
EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF SURPRISE
STREET LIGHTING IMPROVEMENT DISTRICT

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



 SUPERIOR SURVEYING SERVICES, INC.	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	DATE: 8/2/22

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



David S. Klein



SUPERIOR
SURVEYING SERVICES, INC.

DATE: 8/2/22

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

JOB NO.: 202110020-SLID

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District (PICK ONE)

- ☒ shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District
- ☐ shall be paid by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District.

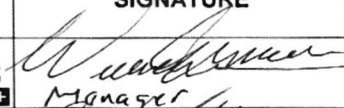
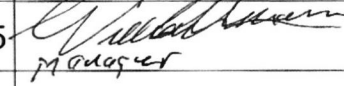
Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed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

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

The name of the proposed street light improvements district shall be:
SU-SummitPkwy206

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
RCI Properties Phoenix LLC a NM Limited Liability Co	NWC N. Dysart Rd. & W. Summit Parkway	501-38-986	 Manager
RCI Properties Phoenix LLC a NM Limited Liability Co	NWC N. Dysart Rd. & W. Summit Parkway	501-38-985	 Manager



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

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

DESCRIPTION

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

TIME PERIOD

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

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if applicable)

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

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

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

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

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

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

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

NOTES:

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

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

IV. ANCHOR BASE

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

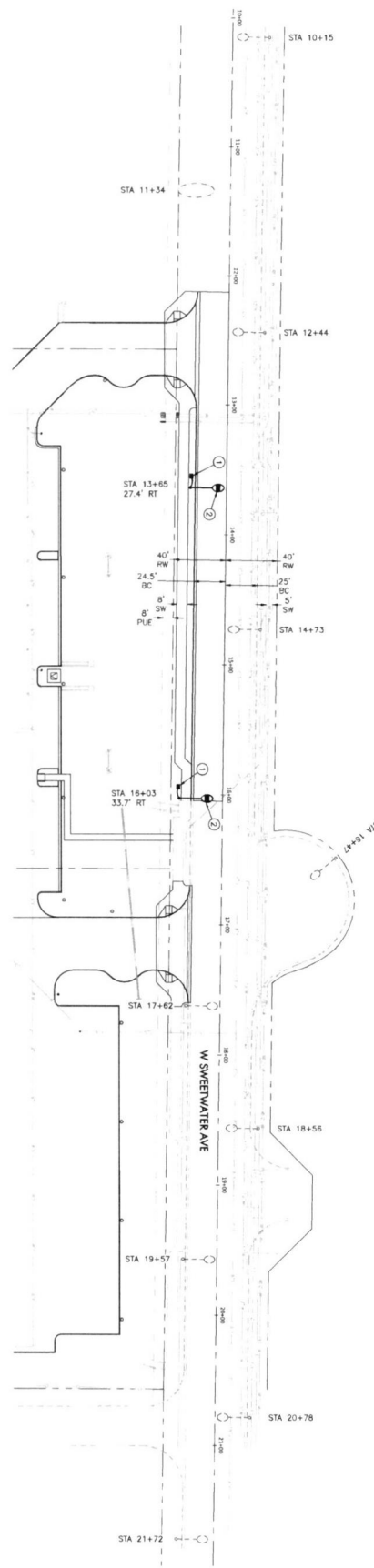
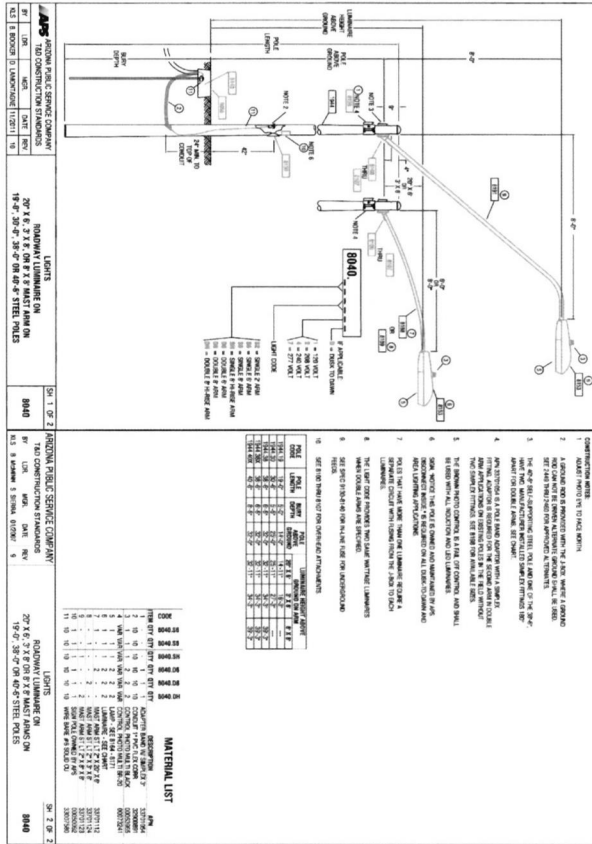
SERVICE DETAILS

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

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



LUMINAIRE TABLE

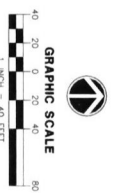
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	17' GALVANNEAL STEEL POLE	1	EA	1200.00	1200.00
2	CONCRETE FOUNDATION	1	EA	800.00	800.00
3	TYPE 1, 17' CONDUIT	1	EA	150.00	150.00
4	#4 REINFORCING BARS	1	EA	100.00	100.00
5	#4 BASE	1	EA	50.00	50.00
6	TYPE 1, 17' CONDUIT	1	EA	150.00	150.00
7	#4 REINFORCING BARS	1	EA	100.00	100.00
8	#4 BASE	1	EA	50.00	50.00
9	TYPE 1, 17' CONDUIT	1	EA	150.00	150.00
10	#4 REINFORCING BARS	1	EA	100.00	100.00
11	#4 BASE	1	EA	50.00	50.00
12	TYPE 1, 17' CONDUIT	1	EA	150.00	150.00
13	#4 REINFORCING BARS	1	EA	100.00	100.00
14	#4 BASE	1	EA	50.00	50.00
15	TYPE 1, 17' CONDUIT	1	EA	150.00	150.00
16	#4 REINFORCING BARS	1	EA	100.00	100.00
17	#4 BASE	1	EA	50.00	50.00
18	TYPE 1, 17' CONDUIT	1	EA	150.00	150.00
19	#4 REINFORCING BARS	1	EA	100.00	100.00
20	#4 BASE	1	EA	50.00	50.00

CONSTRUCTION NOTES

1. ALL POLES SHALL BE GALVANNEAL STEEL (A53) WITH A MINIMUM WALL THICKNESS OF 0.1875".
2. ALL FOUNDATIONS SHALL BE CONCRETE WITH A MINIMUM STRENGTH OF 4000 PSI.
3. ALL LUMINAIRES SHALL BE TYPE 1, 17' CONDUIT WITH (2) #4 REINFORCING BARS & (1) #4 BASE.
4. ALL LUMINAIRES SHALL BE TYPE 1, 17' CONDUIT WITH (2) #4 REINFORCING BARS & (1) #4 BASE.
5. ALL LUMINAIRES SHALL BE TYPE 1, 17' CONDUIT WITH (2) #4 REINFORCING BARS & (1) #4 BASE.
6. ALL LUMINAIRES SHALL BE TYPE 1, 17' CONDUIT WITH (2) #4 REINFORCING BARS & (1) #4 BASE.
7. ALL LUMINAIRES SHALL BE TYPE 1, 17' CONDUIT WITH (2) #4 REINFORCING BARS & (1) #4 BASE.
8. ALL LUMINAIRES SHALL BE TYPE 1, 17' CONDUIT WITH (2) #4 REINFORCING BARS & (1) #4 BASE.
9. ALL LUMINAIRES SHALL BE TYPE 1, 17' CONDUIT WITH (2) #4 REINFORCING BARS & (1) #4 BASE.
10. ALL LUMINAIRES SHALL BE TYPE 1, 17' CONDUIT WITH (2) #4 REINFORCING BARS & (1) #4 BASE.

LEGEND

- 1. 7.800 LUMEN LED STREET LIGHT, ROUND POLE
- 2. EXISTING STREET LIGHT
- 3. NEW CONDUIT RUN
- 4. FIRE HYDRANT
- 5. FUTURE STREET LIGHT



FS21-1033
SL2
OF 3

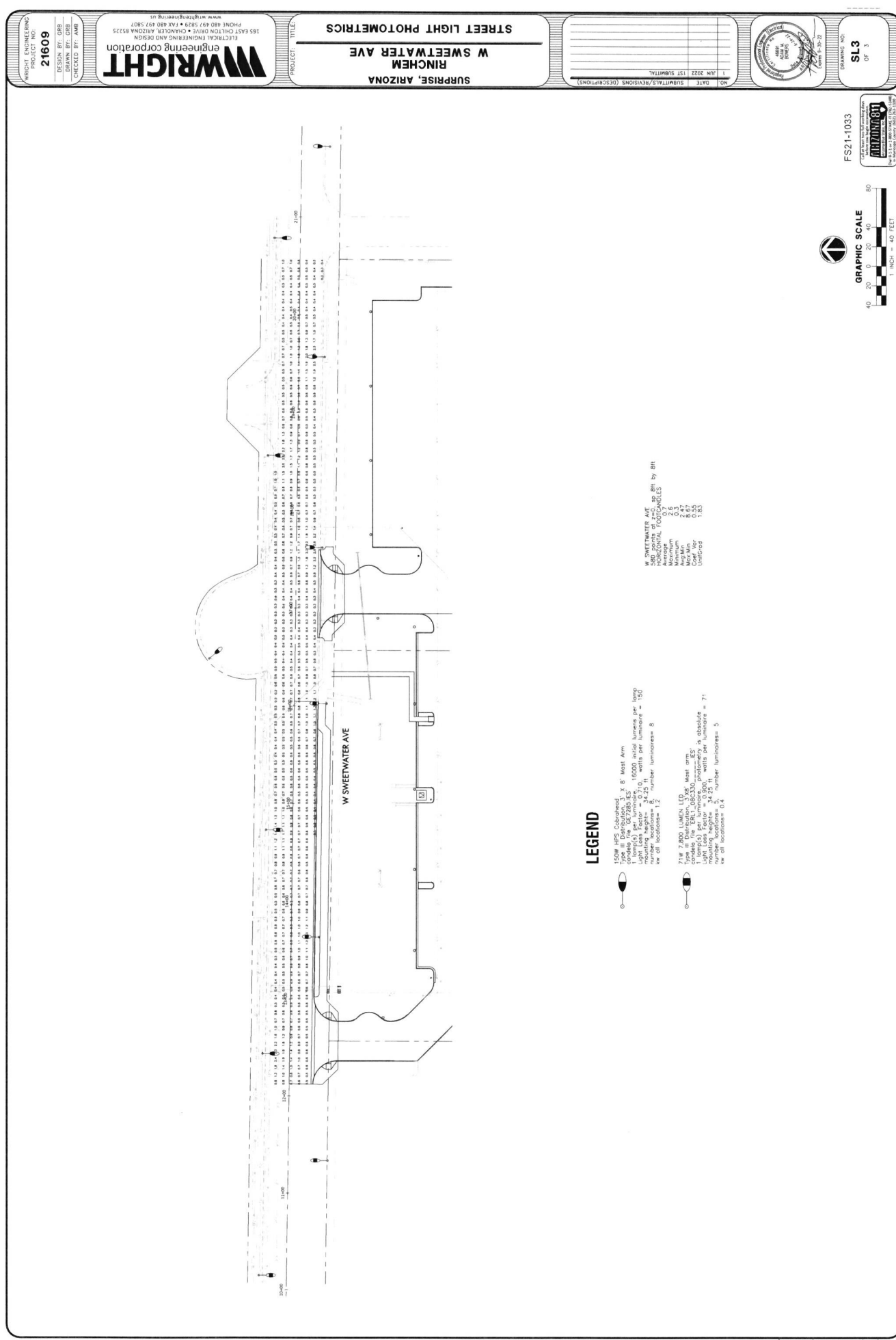


NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUN 2022	1ST SUBMITTAL

SURPRISE, ARIZONA
RINCEM
W SWEETWATER AVE
STREET LIGHT PLAN & DETAILS

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.451.5800 • FAX 480.451.5807
www.wrightengineering.us

PROJECT NO.
21609
DESIGN BY: CMB
DRAWN BY: CMB
CHECKED BY: AMB



LEGEND

- 150W HPS ColorTemp 4000K, 8' Mast Arm
 Candelabra luminaire, 16000 initial lumens per lamp
 Light Loss Factor = 0.70, 11.200 initial lumens per luminaire = 1120
 number locations = 8, number luminaires = 8
 see all locations 1, 2
- 75W 2800 K LED, 15' Mast arm
 Type II Distribution, 15000 initial lumens per lamp
 Candelabra luminaire, 16000 initial lumens per luminaire = 16000
 Light Loss Factor = 0.70, 11.200 initial lumens per luminaire = 1120
 number locations = 5, number luminaires = 5
 see all locations 0, 4

W SWEETWATER AVE
 300 points of 2' x 2' grid, 8' by 8' ft
 Minimum 0.5
 Maximum 0.5
 Average 0.5
 Avg Min 0.5
 Avg Max 0.5
 Coef. Var 0.00
 Uniformity 1.00



FS21-1033



WRIGHT
 engineering corporation
 ELECTRICAL ENGINEERING AND DESIGN
 165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
 PHONE 480.493.5829 • FAX 480.493.5827
 WWW.WRIGHTENGINEERING.US

STREET LIGHT PHOTOMETRICS
W SWEETWATER AVE
RINCHEM
SURPRISE, ARIZONA

NO. DATE SUBMITTAL/REVISIONS (DESCRIPTIONS)
 1 JUN 2022 1ST SUBMITTAL

PROJECT: TEL: 3111

SL3
 OF 3

DESIGNED BY: JDB
 DRAWN BY: JDB
 CHECKED BY: JDB

PROJECT NO: **21609**

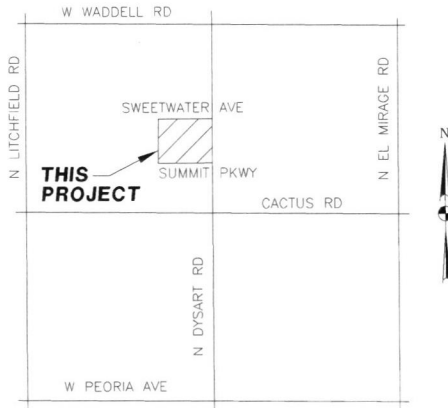
WRIGHT ENGINEERING CORPORATION

DATE: JUN 2022

RECEIVED

05/25/2022

FS21-1033



VICINITY MAP

N.T.S.

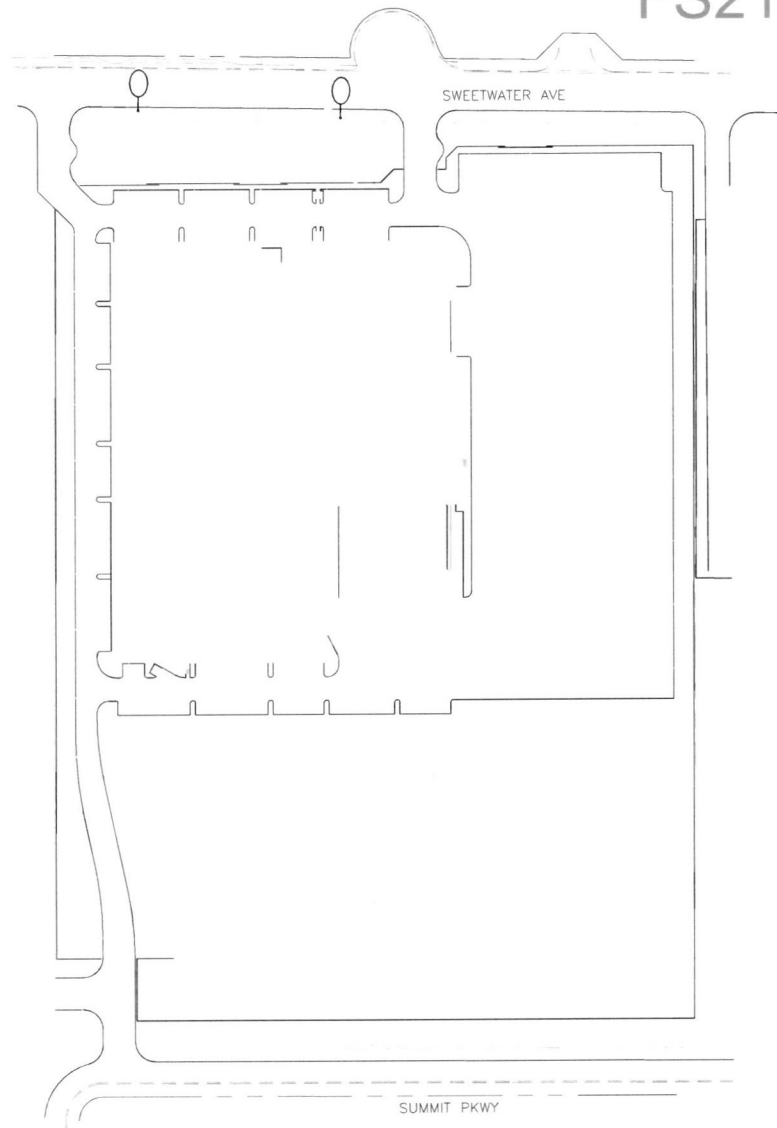
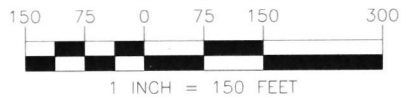
STREET LIGHTS:

○ 11000 LUMEN - 2 POLES

ACTUAL POLE NUMBERS MAY VARY ±10%



GRAPHIC SCALE



WRIGHT ENGINEERING
PROJECT NO:

21609

DESIGN BY: GRB

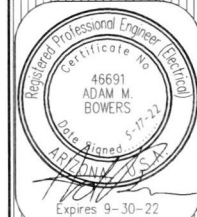
DRAWN BY: GRB

CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480 497 5829 • FAX 480 497 5807
www.wrightengineering.us

PROJECT:

RINCHEN
SLID



DRAWING NO:

SL1
OF
1

CITY OF SURPRISE
Regular City Council Meeting



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

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

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

Agenda Wording:

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

Motion:

I move to approve Resolution #2022-93.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgage and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefits and the expenses of the district will be paid for by the levy and collection of ad valorem taxes based upon the assessed value of all property in the District.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the SU-SummitPkwy206 development.

Policy Compliant:

The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to ensure that residents are subject to

only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

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

Budget Impact:

Funding was not included as part of the FY2023 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2023, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2024, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2022-93 Rinchem SLID Final
 2. 02 SLID Petition_RCI
 3. 03 Streetlight plans_RCI
 4. 04 Council Map_RCI
-

Recording requested by:

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

Res202345SLID-8-1-1--
Yorkm

RESOLUTION 2023-45

CITY OF SURPRISE, ARIZONA

SU-SUMMITPKWY206

STREET LIGHTING IMPROVEMENT DISTRICT

RESOLUTION # 2023-45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA SU-SUMMITPKWY206 AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on *October 4, 2022* the Mayor and City Council of the City of Surprise adopted Resolution No. 2022-93, ordering the formation of the City of Surprise, Arizona *SU-SummitPkwy206* (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

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

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

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

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

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

Section 1. *District Enlargement.* The City of Surprise, Arizona SU-SummitPkwy206 shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2023/2024 will apply to the District as enlarged by this Resolution.

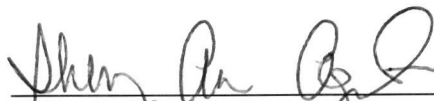
Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant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

APPROVED AND ADOPTED this 16th day of May, 2023.



Skip Hall, Mayor

Attest:



Sherry Aguilar, City Clerk

Approved as to form:



Robert Wingo, City Attorney

EXHIBIT A

Legal Description

EXHIBIT "A"
STREET LIGHT IMPROVEMENT
LEGAL DESCRIPTION

THE BOUNDARY FOR THE STREET LIGHT IMPROVEMENT LYING WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15, SAID POINT BEING A FOUND MARICOPA COUNTY ALUMINUM CAP FLUSH, FROM WHICH A FOUND CITY OF EL MIRAGE BRASS CAP IN POTHOLE MARKING THE SOUTHEAST CORNER OF SAID SECTION 15 BEARS SOUTH 00° 07'36" WEST, A DISTANCE OF 2639.14 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, SOUTH 00°07'36" WEST, A DISTANCE OF 604.92 FEET;

THENCE, DEPARTING SAID EAST LINE, NORTH 89°54'48" WEST, A DISTANCE OF 55.00 FEET TO THE EASTERLY LINE OF THE CITY OF EL MIRAGE RIGHT OF WAY AS SHOWN ON BOOK 982 OF MAPS PAGE 33 OF MARICOPA COUNTY RECORDS, ALSO BEING **THE POINT OF BEGINNING**.

THENCE CONTINUING NORTH 89°54'48" WEST, A DISTANCE OF 454.37 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT;

THENCE SOUTH 00°04'51" WEST, A DISTANCE OF 1722.47 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID PLAT;

THENCE ALONG THE SOUTHERLY LINE OF LOT 4, SOUTH 89°09'44" EAST, A DISTANCE OF 453.03 FEET; TO THE EASTERLY LINE OF SAID CITY OF EL MIRAGE RIGHT OF WAY;

THENCE NORTH 00°07'36" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1729.13 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 782,805 S.F., OR 17.971 ACRES MORE OR LESS.

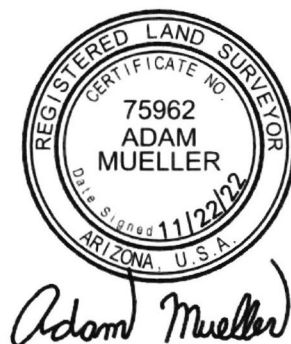


EXHIBIT B

Map

EXHIBIT "B"

LEGEND

T.P.O.B. TRUE POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT



LIGHT IMPROVEMENT AREA= ±877,873 S.F.

E. 1/4 COR. SEC. 15, T 3N,
R 1W, G&SRM. FND.
MARICOPA COUNTY
ALUMINUM CAP FLUSH

S 89°12'43" E 2619.27' SWEETWATER ROAD

N. 1/4 COR. SEC. 15, T 3N
R 1W, G&SRM. FND. CITY OF
SURPRISE BRASS CAP FLUSH

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	604.92'	S00° 07' 36"W
L2	55.00'	N89° 54' 48"W
L3	454.37'	N89° 54' 48"W
L4	1722.47'	S00° 04' 51"W
L5	453.03'	S89° 09' 44"E
L6	1728.41'	N00° 07' 36"E

LOT 9

LOT 8

LOT 7

LOT 1

T.P.O.B.

LOT 2
OF THE SUMMIT
SUBDIVISION
APN 501-38-980

SUMMIT
PORTION OF SE. 1/4 OF SEC. 15

S 00°07'36" W 2639.14' L2
(BASIS OF BEARING)
EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 15



Adam Mueller



0' 200' 400' 800'
SCALE = 400'

S. 1/4 COR. SEC. 15, T 3N
R 1W, G&SRM. FND. MARICOPA
COUNTY ALUMINUM CAP IN HOLE

CACTUS ROAD

SE. COR. SEC. 15, 3TN,
R 1W, G&SRM. FND.
CITY OF EL MIRAGE
BRASS CAP IN POT HOLE

NOT A PART OF

DYSART ROAD

Prepared by:
SWS Engineering, Inc.
4001 North 3rd St., Ste 165
Phoenix, AZ 85012
P: 760-744-0011 F: 760-744-0046

Date: 11/22/22

APN 501-38-981, 982, 983
STREET LIGHT IMPROVEMENT DISTRICT

SCALE: 1" = 400'

SHEET: 1 OF 1



SWS Engineering, Inc.

Civil Engineering | Land Surveying | Land Planning | Construction Staking

Closure Report

Client:

Prepared by: Adam Mueller P.L.S.

JOB NO: 22-199P

SWS ENGINEERING, INC.

1635 LAKE SAN MARCOS DR, STE 200

Date: 11/22/22

Parcel Name: Site 1 – STREET LIGHT IMPROVEMENT DISTRICT

North: 948,511.6973'

East: 577,208.1170'

Segment# 1: Line

Course: S0° 07' 35.64"W

Length: 1,728.413'

North: 946,783.2885'

East: 577,204.2990'

Segment# 2: Line

Course: N89° 09' 44.23"W

Length: 453.031'

North: 946,789.9119'

East: 576,751.3164'

Segment# 3: Line

Course: N0° 04' 50.64"E

Length: 1,722.473'

North: 948,512.3832'

East: 576,753.7435'

Segment# 4: Line

Course: S89° 54' 48.30"E

Length: 454.374'

North: 948,511.6966'

East: 577,208.1169'

Perimeter: 4,358.290'

Area: 782,805.40Sq.Ft.

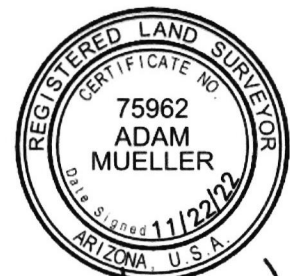
Error Closure: 0.0007

Course: S8° 19' 45.77"W

Error North : -0.00066

East: -0.00010

Precision 1: 6,226,130.000



Adam Mueller

RESOLUTION # 2023-111

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA SU-SUMMITPKWY206 AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on *October 4, 2022* the Mayor and City Council of the City of Surprise adopted Resolution No. 2022-93, ordering the formation of the City of Surprise, Arizona *SU-SummitPkwY206* (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, on *May 16, 2023* the Mayor and City Council of the City of Surprise adopted Resolution No. 2023-45, ordering the enlargement of the City of Surprise, Arizona *SU-SummitPkwY206* (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

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

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

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

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

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

Section 1. *District Enlargement.* The City of Surprise, Arizona *SU-SummitPkwy206* shall be enlarged by the addition of the property described in Exhibits A, B, C, and D and shown in Exhibits E, F, G, and H which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2024/2025 will apply to the District as enlarged by this Resolution.

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

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 15 BEARS NORTH 89°09'49" WEST, A DISTANCE OF 2615.61 FEET;

THENCE ALONG THE EAST LINE OF SAID SECTION 15, NORTH 00°07'33" EAST, A DISTANCE OF 1418.02 FEET TO THE MONUMENT LINE OF SUMMIT PARKWAY;

THENCE LEAVING SAID EAST LINE, ALONG SAID MONUMENT LINE, NORTH 89°55'12" WEST, A DISTANCE OF 508.88 FEET TO THE POINT OF BEGINNING;

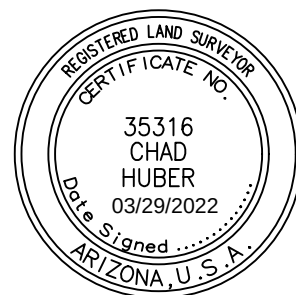
THENCE LEAVING SAID MONUMENT LINE, SOUTH 00°04'48" WEST, A DISTANCE OF 914.30 FEET;

THENCE NORTH 89°55'12" WEST, A DISTANCE OF 905.44 FEET;

THENCE NORTH 44°55'12" WEST, A DISTANCE OF 30.00 FEET TO THE MONUMENT LINE OF SUMMIT WAY;

THENCE ALONG SAID MONUMENT LINE, NORTH 45°04'48" EAST, A DISTANCE OF 75.65 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45°00'00", FOR AN ARC LENGTH OF 196.35 FEET;



CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn					
7740 N. 16TH ST, Suite 300 PHOENIX, AZ 85020			Tel. No. (602) 837-5511		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/25/2022	291683000	1 OF 3

EXHIBIT A

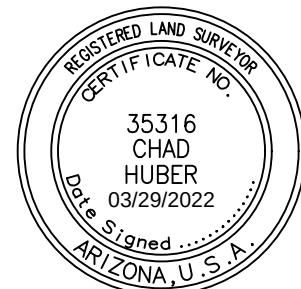
LEGAL DESCRIPTION

THENCE NORTH 00°04'48" EAST, A DISTANCE OF 602.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 60.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTH OF 94.25 FEET;

THENCE SOUTH 89°55'12" EAST, A DISTANCE OF 739.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 742,449 SQUARE FEET OR 17.044 ACRES, MORE OR LESS.



CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn

7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020

Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	03/25/2022	291683000	1 OF 3

EXHIBIT B

Legal Description



**SLID
Legal Description
EXHIBIT B**

Job No. 21-1037

June 22, 2023

BEING LOT 9 AND A PORTION OF THE RIGHT-OF-WAY OF SWEETWATER AND SUMMIT WAY, FINAL PLAT FOR SUMMIT, BOOK 982 OF MAPS, PAGE 33, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN A HAND HOLE AT THE EAST QUARTER CORNER OF SAID SECTION 15, FROM WHICH A BRASS CAP IN HAND HOLE AT THE SOUTHEAST CORNER OF SAID SECTION 15, BEARS SOUTH 0 DEGREES 07 MINUTES 33 SECONDS WEST, 2,639.05 FEET;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, NORTH 89 DEGREES 12 MINUTES 46 SECONDS WEST, 1309.90 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 04 MINUTES 48 SECONDS WEST, 1,578.49 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 12 SECONDS WEST, 1,308.52 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 03 SECONDS EAST, 1,594.66 FEET;

THENCE SOUTH 89 DEGREES 12 MINUTES 46 SECONDS EAST, 1,309.90 FEET, TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING 2,077,073 SQUARE FEET, OR 47.6830 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

THIS DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY, OR ANY OTHER LAND DIVISION RESTRICTIONS.

EXHIBIT C

Legal Description

EXHIBIT "C"
LEGAL DESCRIPTION
FOR
STREET LIGHT IMPROVEMENT DISTRICT (SLID)
OVER A PART OF APN 501-38-988

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15 ALSO BEING A POINT ON THE CENTERLINE OF CACTUS ROAD, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 15 BEARS SOUTH 89 DEGREES 09 MINUTES 40 SECONDS EAST, A DISTANCE OF 2615.68 FEET;

THENCE UPON AND WITH THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 15, NORTH 00 DEGREES 02 MINUTES 04 SECONDS EAST, A DISTANCE OF 68.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CACTUS ROAD ALSO BEING THE SW CORNER OF LOT 10, FINAL PLAT SUMMIT, BOOK 982 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID MID-SECTION LINE, NORTH 00 DEGREES 02 MINUTES 04 SECONDS EAST, A DISTANCE OF 974.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 10;

THENCE DEPARTING SAID MID-SECTION LINE, UPON AND WITH THE NORTH LINE OF SAID LOT 10, SOUTH 89 DEGREES 55 MINUTES 05 SECONDS EAST, A DISTANCE OF 1278.67 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, ALSO BEING A POINT ON THE WEST RIGHT-WAY-LINE OF SUMMIT WAY;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 55 MINUTES 05 SECONDS EAST, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SUMMIT WAY;

THENCE UPON AND WITH SAID CENTERLINE, SOUTH 00 DEGREES 06 MINUTES 33 SECONDS WEST, A DISTANCE OF 321.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 58 MINUTES 37 SECONDS, HAVING AN ARC LENGTH OF 196.25 FEET;

THENCE SOUTH 45 DEGREES 05 MINUTES 10 SECONDS WEST, A DISTANCE OF 159.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45 DEGREES 00 MINUTES 51 SECONDS, HAVING AN ARC LENGTH OF 196.41 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 19 SECONDS WEST A DISTANCE OF 268.14 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15, ALSO BEING THE CENTERLINE OF CACTUS ROAD;

THENCE DEPARTING SAID CENTERLINE OF SUMMIT WAY, UPON AND WITH SAID SOUTH LINE AND SAID CENTERLINE OF CACTUS ROAD, NORTH 89 DEGREES 09 MINUTES 40 SECONDS WEST, A DISTANCE OF 1048.38 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,244,209 SQUARE FEET OR 28.56 ACRES OF LAND, MORE OR LESS.



EXHIBIT D

Legal Description

EXHIBIT 'D'

S.L.I.D. LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN MARICOPA COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 89°09'42" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 15, A DISTANCE OF 305.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUE NORTH 89°09'42" WEST ALONG SAID SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 15, A DISTANCE OF 1262.22 FEET;
THENCE NORTH 00°03'49" EAST A DISTANCE OF 268.15 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT;
THENCE 196.34 FEET ALONG SAID TANGENT CURVE, HAVING A RADIUS OF 250.00 FEET AND AN INTERIOR ANGLE OF 44°59'55" TO A POINT OF TANGENCY;

THENCE NORTH 45°04'21" EAST A DISTANCE OF 84.10 FEET;
THENCE SOUTH 44°55'39" EAST A DISTANCE OF 30.00 FEET;
THENCE SOUTH 89°54'23" EAST A DISTANCE OF 947.98 FEET;
THENCE SOUTH 00°04'48" WEST A DISTANCE OF 192.01 FEET;
THENCE SOUTH 89°09'42" EAST A DISTANCE OF 203.04 FEET;
THENCE SOUTH 00°07'40" WEST A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING.



SUMMIT & CACTUS
NEC CACTUS RD & SUMMIT WAY

CHECKED BY: NJC
DRAWN BY: NJC
PROJECT #: 7021072

S.L.I.D.

DATE: DATE

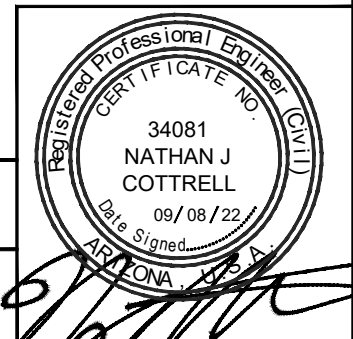
EXHIBIT

SCALE:

SHEET 1

OF 3

SLID



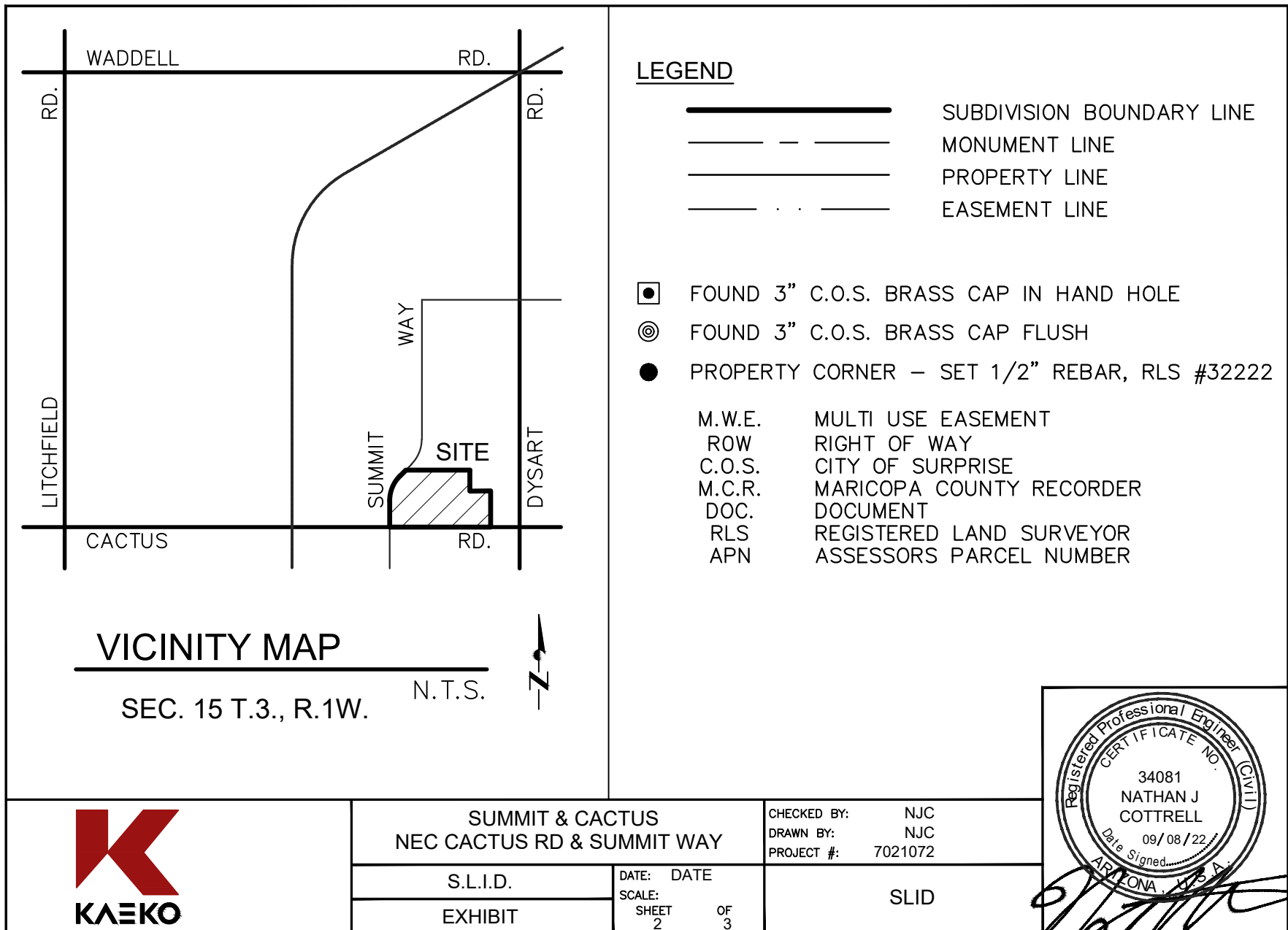
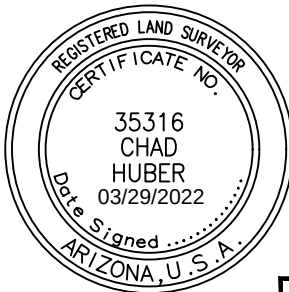
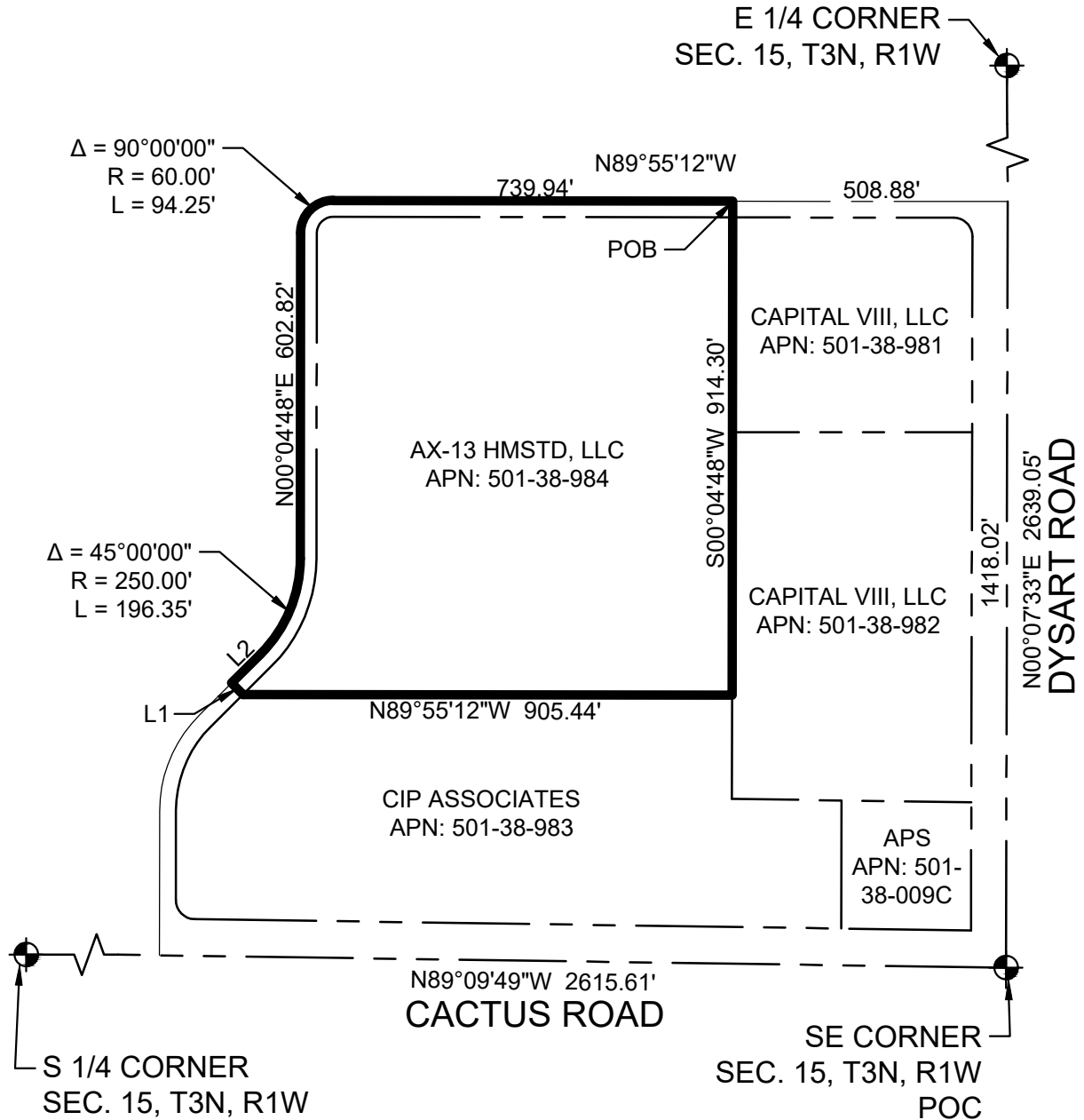
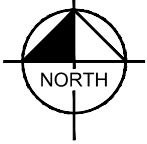


EXHIBIT E

Map

EXHIBIT E



LINE TABLE

L1 = N44°55'12"W 30.00'
L2 = N45°04'48"E 75.65'

CHAD W. HUBER
RLS 35316
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
PH. 602-837-5511
chad.huber@kimley-horn.com

Kimley»Horn

7740 N. 16TH ST, Suite 300
PHOENIX, AZ 85020

Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	03/25/2022	291683000	3 OF 3

EXHIBIT F

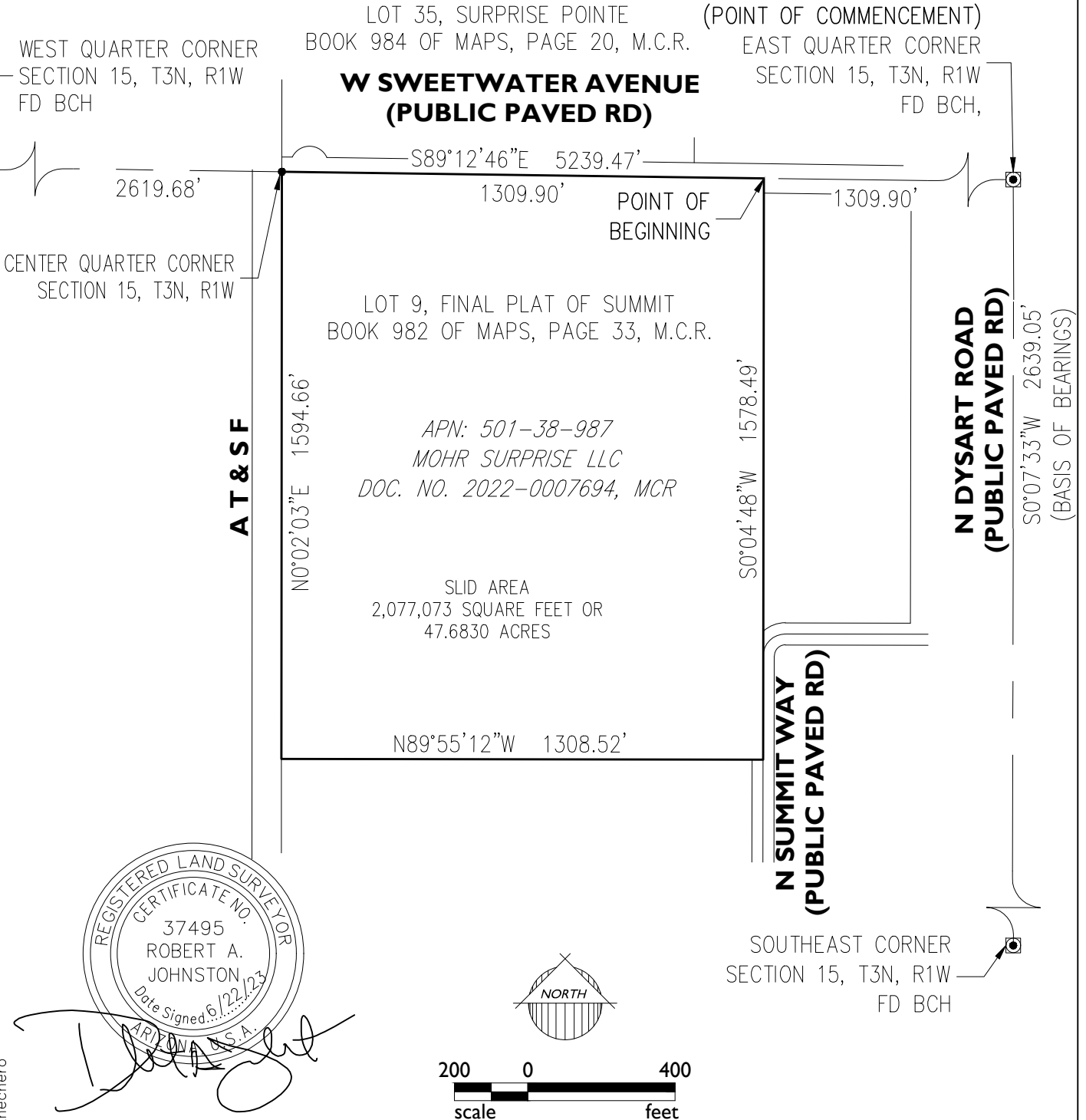
Map

RECEIVED

07/12/2023

FS22-1410

Jun 28, 2023 9:24am S:\Projects\2021\21-1037\Land Survey\Legals\SLID\21-1037 SLID.dwg
knechero



21-1037

SLID

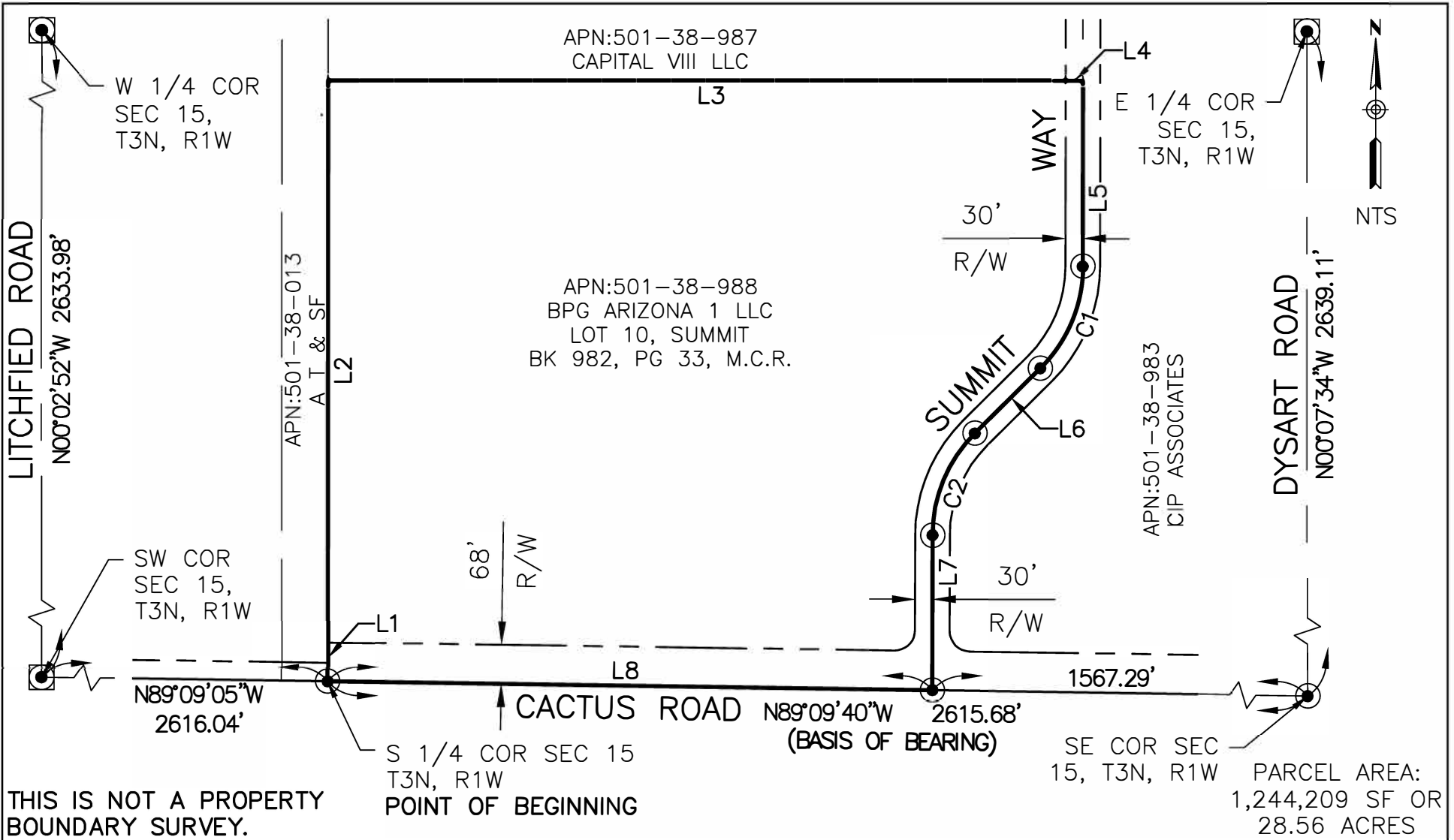
EXHIBIT F



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

EXHIBIT G

Map



THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1121202

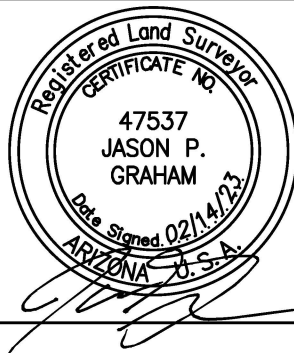


EXHIBIT "G"

STREET LIGHT IMPROVEMENT DISTRICT (SLID)
NWC CACTUS ROAD & SUMMIT WAY
A PART OF THE SE1/4 SECTION 15, T3N, R1W, GILA & SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: FEB 2023

DRN: JR CHK: CSD

PAGE 3

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N00°02'04"E	68.01'
L2	N00°02'04"E	974.28'
L3	S89°55'05"E	1278.67'
L4	S89°55'05"E	30.00'
L5	S00°06'33"W	321.56'
L6	S45°05'10"W	159.71'
L7	S00°04'19"W	268.14'
L8	N89°09'40"W	1048.38'

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	196.25'	250.00'	44°58'37"
C2	196.41'	250.00'	45°00'51"

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1121202

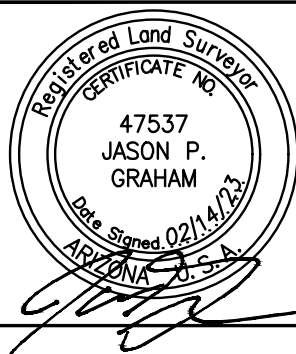


EXHIBIT "G"

STREET LIGHT IMPROVEMENT DISTRICT (SLID)
NWC CACTUS ROAD & SUMMIT WAY
A PART OF THE SE1/4 SECTION 15, T3N, R1W, GILA & SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: FEB 2023

DRN: JR CHK: CSD

PAGE 4

EXHIBIT H

Map

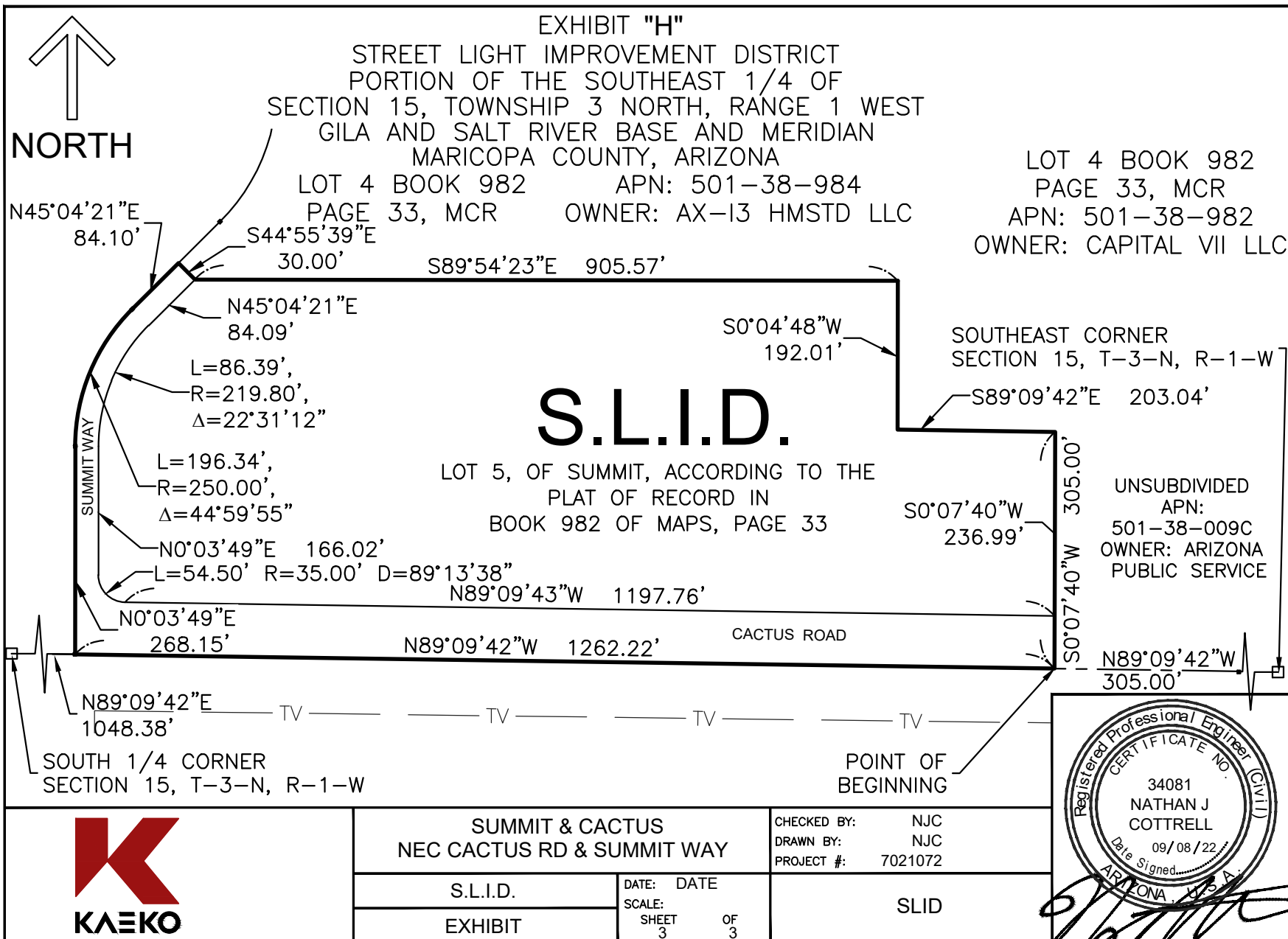


EXHIBIT 'H'

STREET LIGHT IMPROVEMENT DISTRICT

PORTION OF THE SOUTHEAST 1/4 OF
SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST
GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

LOT 6 BOOK 982
PAGE 33, MCR

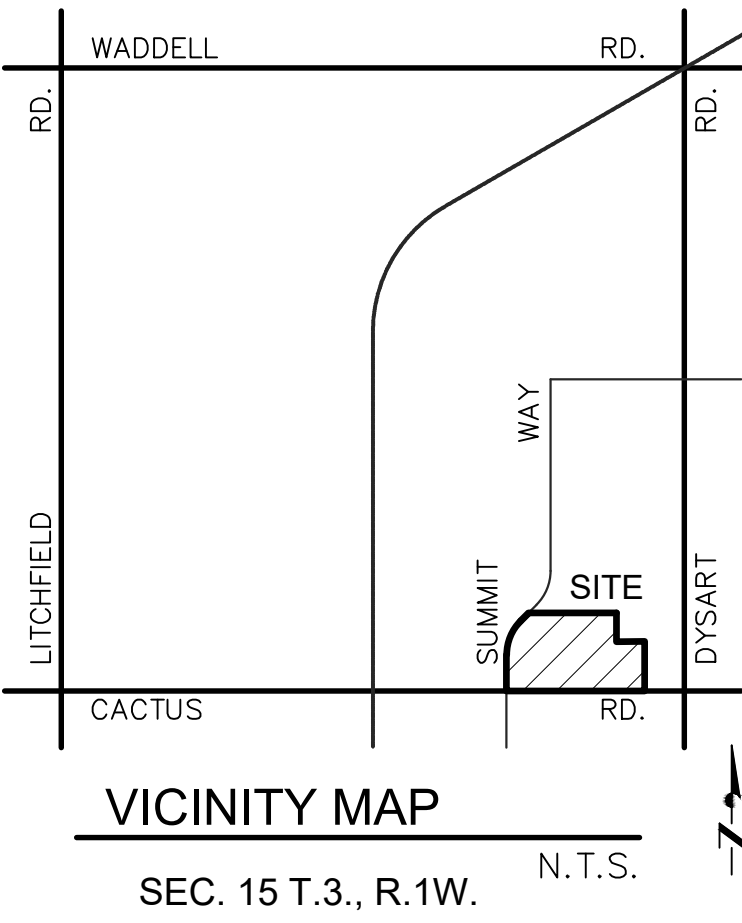
APN: 501-38-984
OWNER: AX-I3 HMSTD LLC

LOT 4 BOOK 982
PAGE 33, MCR

APN: 501-38-982
OWNER: CAPITAL VII LLC

S.L.I.D.

LOT 5, OF SUMMIT, ACCORDING TO THE
PLAT OF RECORD IN
BOOK 982 OF MAPS, PAGE 33



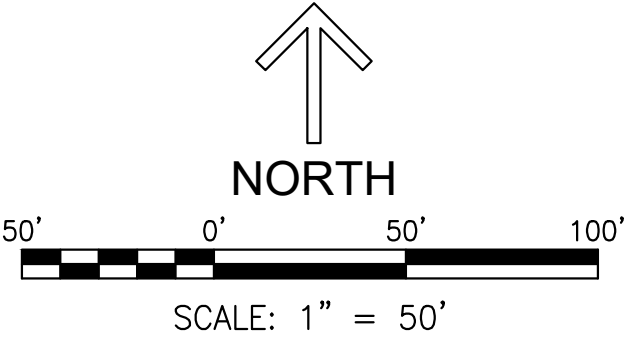
UNSUBDIVIDED
APN: 501-38-009C
OWNER: ARIZONA PUBLIC SERVICE

LEGEND

- MONUMENT LINE
- PROPERTY LINE
- EASEMENT LINE
- STREET LIGHT

STREET LIGHTS

- 8 - POLES EXISTING
- 0 - POLES PROPOSED



OWNER

CAPITAL VIII LLLC
6263 N. SCOTTSDALE RD #150
SCOTTSDALE, AZ 85250

SUN STATE BUILDERS

1050 W WASHINGTON ST #214
TEMPE, AZ 85281
480.894.1286
CONTACT: MIKE FORST

DRAWN BY: NJC

CHECKED BY: NJC

DATE: 09/08/22

SCALE: 1"=50'

PROJECT #: 7021072

PURPOSE:

S.L.I.D. EXHIBIT

FOR

SUMMIT & CACTUS

NEC CACTUS RD. & SUMMIT WAY

SURPRISE, ARIZONA

12409 W. INDIAN
SCHOOL ROAD,
AVONDALE, AZ 85392

PHONE: 623.536.1993
FAX: 623.748.9008

KAEKO

ARIZONA

SHEET 1

OF 1

SLID

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

SU-SummitPkwy206

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
AX-I3 HMSTD LLC	N/A	501-38-984	



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

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

DESCRIPTION

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

TIME PERIOD

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

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if applicable)

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

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



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

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

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

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

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

NOTES:

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

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

IV. ANCHOR BASE

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

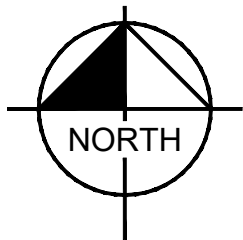
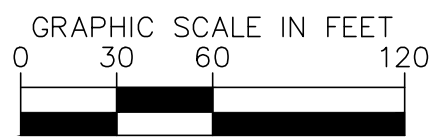
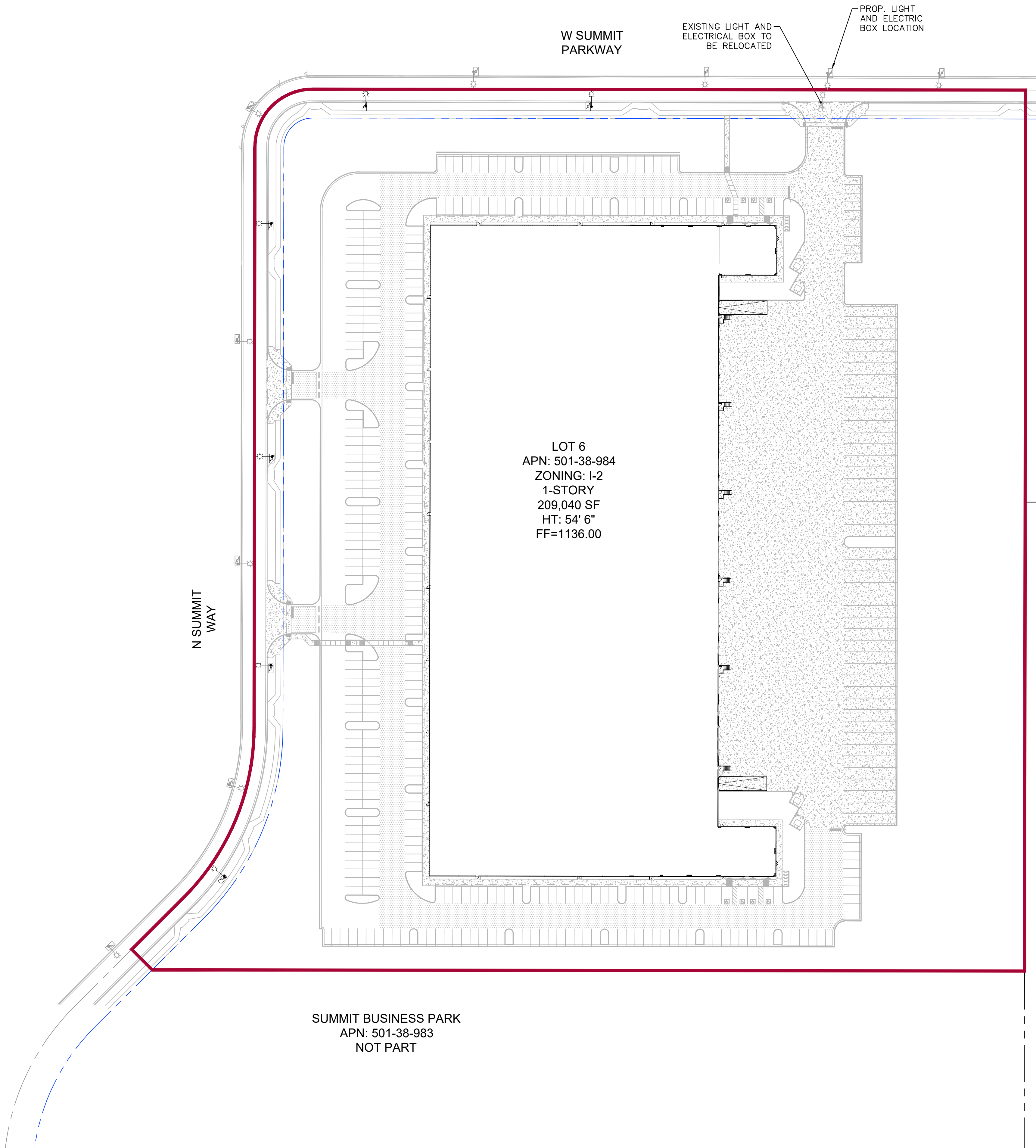
1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

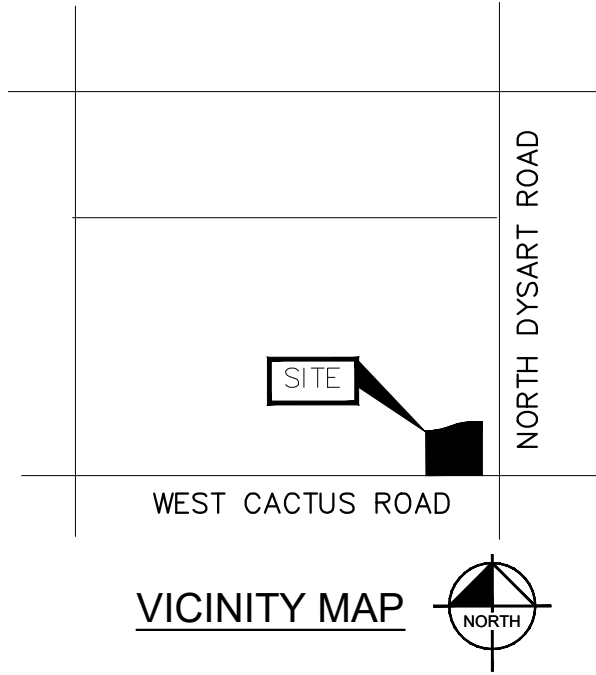
2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.
3. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At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

K:\EAV_Civil\13- Surprise Summit\CA00\Exhibits\2022-04-04 SLID Lighting Plan.dwg, Layout:SLID EX. 1 Apr 04, 2022 - 2:05pm Jesse Cabral
XREFS: XREF: XTB: XARCH: XBM: XUT: XSD
UP AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



LEGEND

- PROP SLID BOUNDARY
- RIGHT OF WAY LINE
- STREET CENTERLINE
- PROPERTY LINE
- EXISTING LIGHT POLE (PART OF SLID)
- EXISTING LIGHT POLE (NOT PART OF SLID)

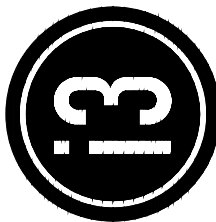


Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
1001 WEST SOUTHERN AVENUE, SUITE 131
MESA, ARIZONA 85210 (480) 207-2666

COMMERCIAL
REAL ESTATE FIRM

9230 KATY FREEWAY, SUITE 500
HOUSTON, TX 77055



NWC DYSART ROAD AND CACTUS ROAD

SLID PROPOSED LIGHTING EXHIBIT

SURPRISE, AZ

PROJECT No.
291683000

SCALE (H): 1" = 60'

SCALE (V): NONE

DRAWN BY: CH

DESIGN BY: JJC

CHECK BY: STM

DATE: 04/04/2022



2022-04-04 SLID Lighting Plan.dwg

EXHIBIT
1 OF 1 SHEETS

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

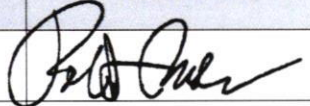
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor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

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

SU-SummitPkwy206

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Mohr Surprise, LLC Robert A. Mohr		501-38-987	



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

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

DESCRIPTION

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

TIME PERIOD

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

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if applicable)

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

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



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

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

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

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

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

NOTES:

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

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

IV. ANCHOR BASE

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

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

SUMMIT BUSINESS PARK LOT 9
SWEETWATER AVE
STREET LIGHT DESIGN

RECEIVED
01/10/2023

FS22-1410

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

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

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

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

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

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

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

5.01 GENERAL:

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

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

5.02 WORKING / "AS BUILT" PLANS:

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

5.03 LIGHT POLES:

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

5.04 EMBEDMENT:

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

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

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

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

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

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

5.08 PULL BOXES:

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

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

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

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

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

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

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

GENERAL ENGINEERING NOTES:

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

CITY OF SURPRISE APPROVAL

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

CITY OF SURPRISE ENGINEER

DATE

STREET LIGHTING (APS AREA)														
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						
					POLE	HEIGHT		FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	STYLE
②		COLLECTOR	PER PLANS	5	38"-6"	DIRECT BURY	3'x8'	34"-3"	7,800	71 W	TYPE 3	*	LED	ROADWAY GRAY

*PER UTILITY COMPANY REQUIREMENTS

CIVIL ENGINEER
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
PHONE: (480) 503-2250
CONTACT: JOE PETRUCCI
EMAIL: JOE.PETRUCCI @EPSGROUPINC.COM

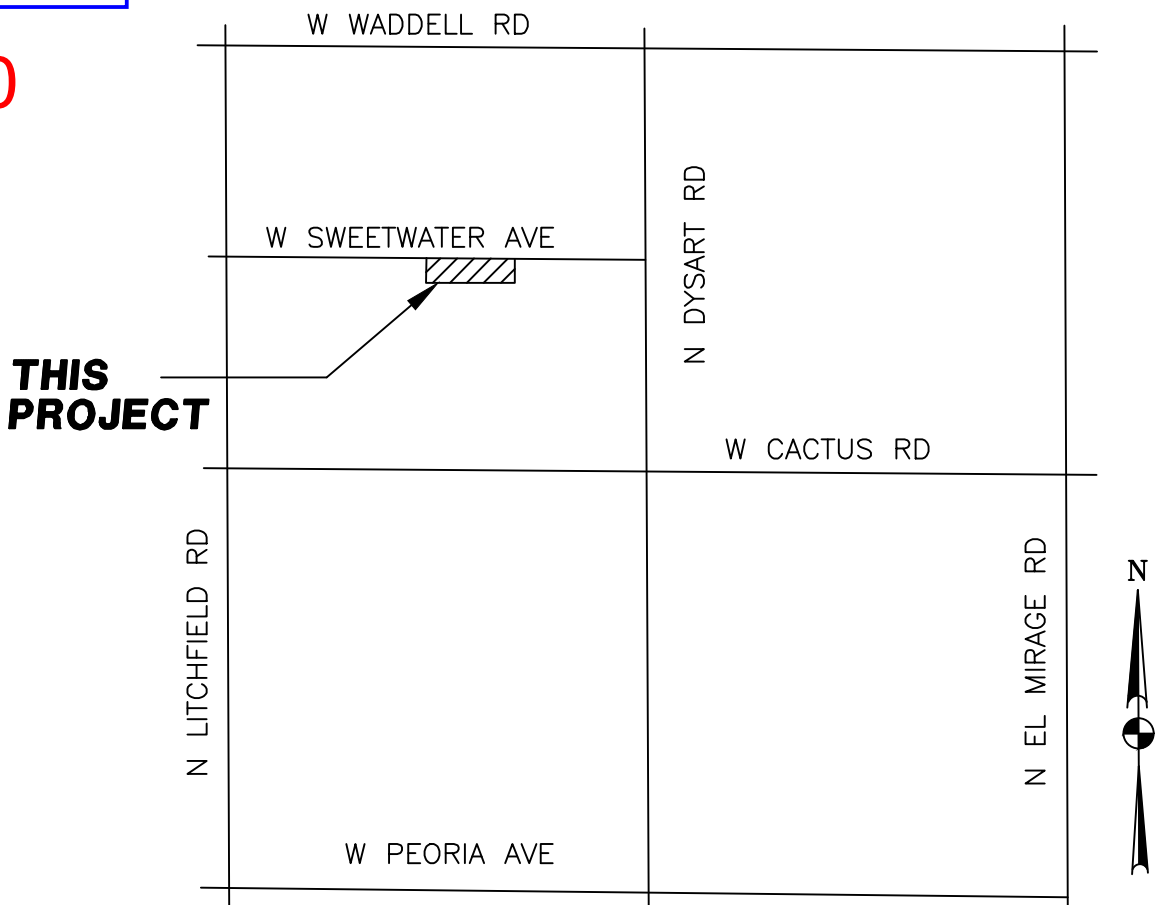
OWNER
MOHR CAPITAL
14643 DALLAS PARKWAY, SUITE 1000
DALLAS, TX 75254-16936
CONTACT: TOM THEOBALD
EMAIL: TOM@MOHRCAP.COM

NOTE

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

LED NOTE

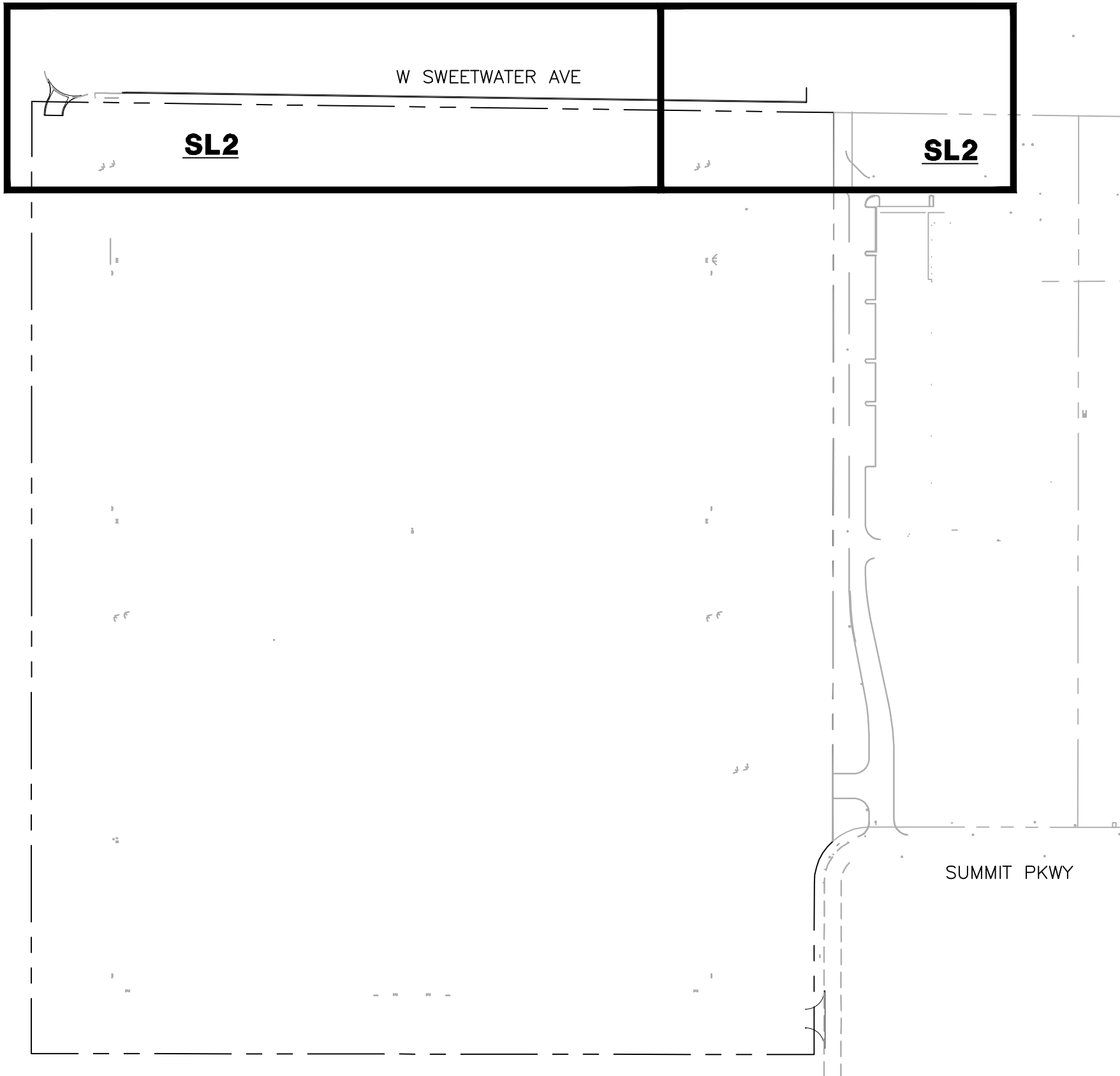
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.



VICINITY MAP
N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS	SL3



KEY MAP
N.T.S.

POWER CONDUIT NOTE

TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE POWER COMPANY.

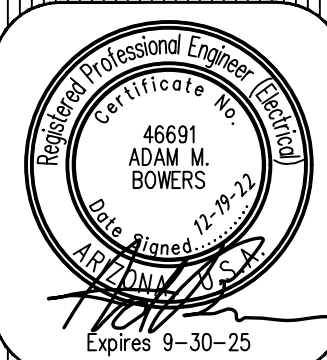
WRIGHT ENGINEERING
PROJECT NO:
22519
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

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

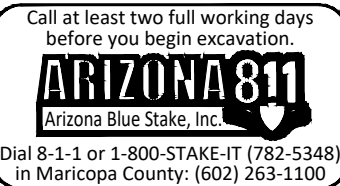
PROJECT: TITLE:

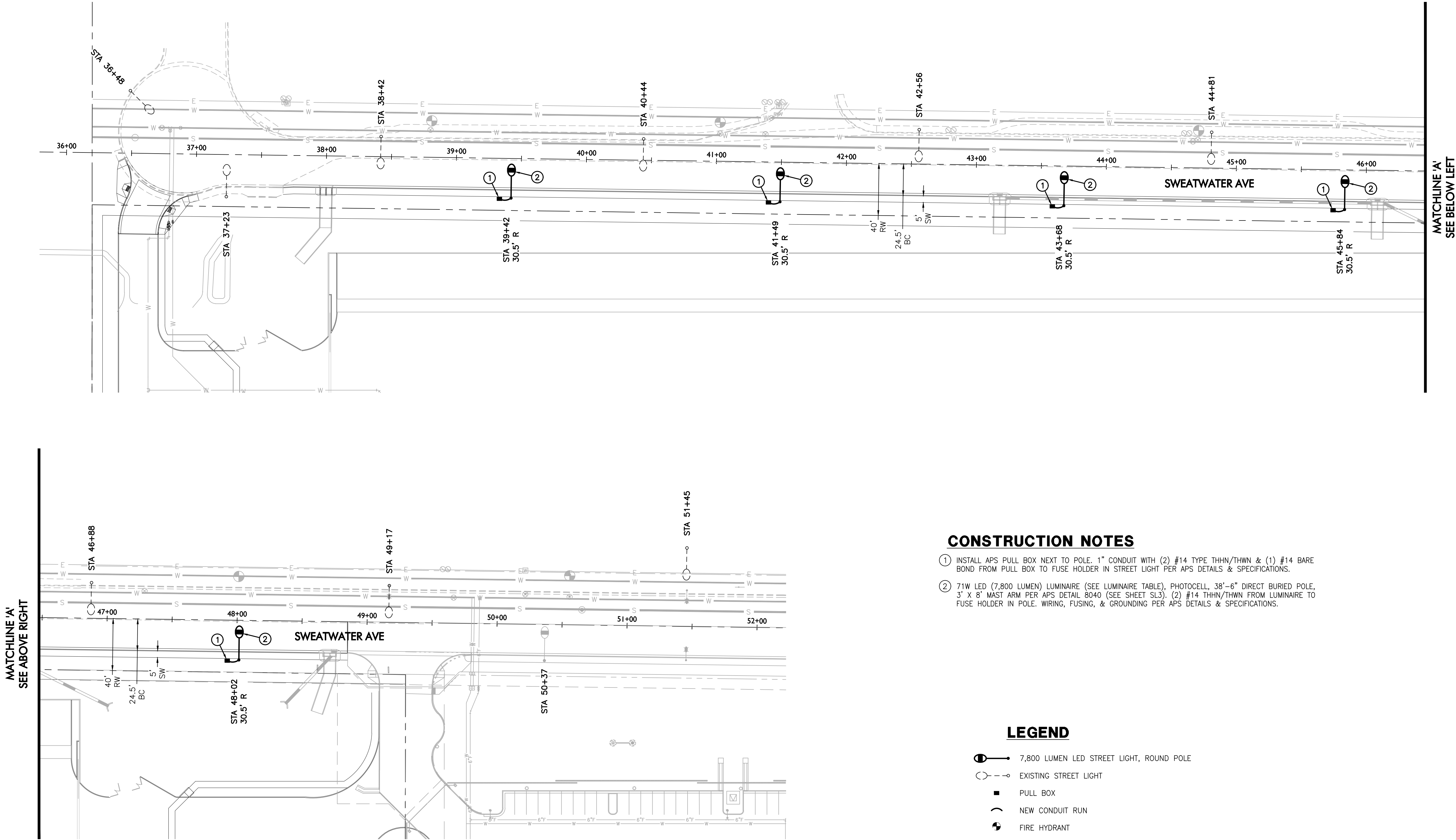
SURPRISE, ARIZONA
SUMMIT BUSINESS PARK LOT 9
SWEETWATER AVE
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	OCT 2022	1ST SUBMITTAL
2	DEC 2022	2ND SUBMITTAL



DRAWING NO:
SL1
OF 3



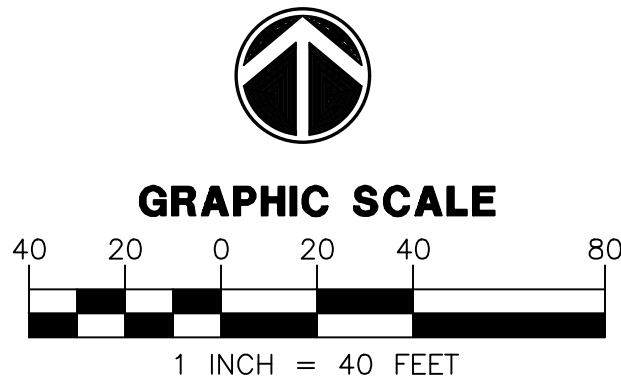


CONSTRUCTION NOTES

1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-6" DIRECT BURIED POLE, 3' X 8' MAST ARM PER APS DETAIL 8040 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 7,800 LUMEN LED STREET LIGHT, ROUND POLE
- EXISTING STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- PROPOSED STREET LIGHT PER ADJACENT PLAN SET

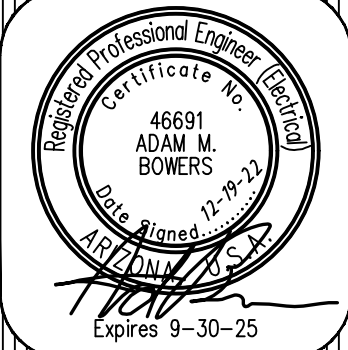


WRIGHT ENGINEERING
PROJECT NO:
22519
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

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

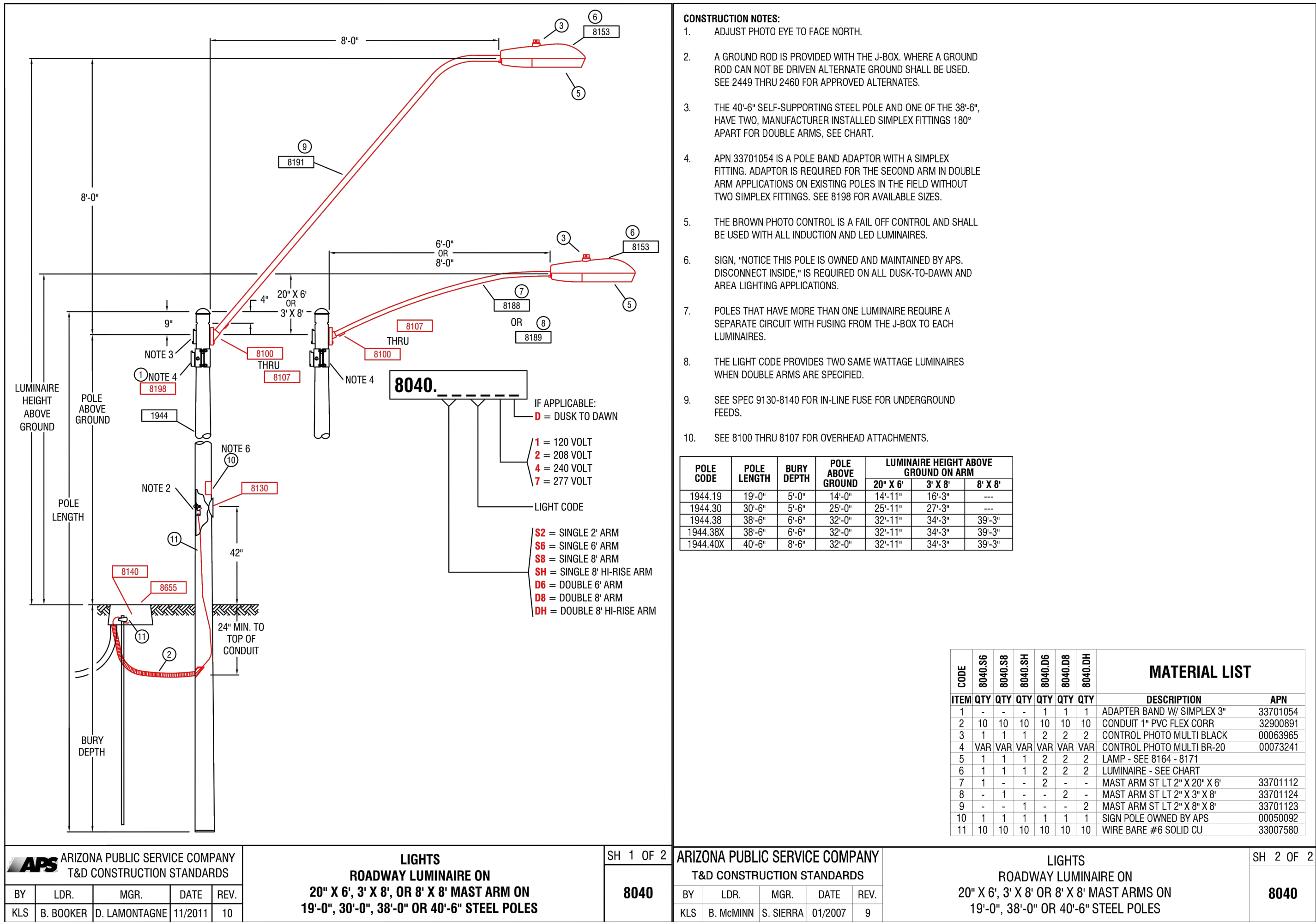
PROJECT: TITLE:
SURPRISE, ARIZONA
SUMMIT BUSINESS PARK LOT 9
SWEATWATER AVE
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	OCT 2022	1ST SUBMITTAL
2	DEC 2022	2ND SUBMITTAL



DRAWING NO:
SL2
OF 3

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.
H:\2022\22519-Summit Business Park Lot 9 SL\22519-SL.dwg



LUMINAIRE TABLE						
GRAY ROADWAY SCALEABLE LED 3000K						
LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
CL50	GRAY	00141040	32	120/208/240/277	3,900	ERLC0048430AGRAYGLRV1013
CL51		00141041	43	120/208/240/277	4,800	ERLC005A430AGRAYGLRV1013
CL52		00141043	71	120/208/240/277	7,800	ERL1008C330AGRAYGLRX162
CL53		00141045	96	120/208/240/277	11,000	ERLH011C330AGRAYGLV1108
CL54		00141046	174	120/208/240/277	20,100	ERL2021C330AGRAYGLR113



PROJECT: TITLE:

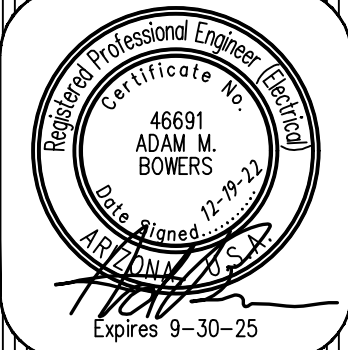
SURPRISE, ARIZONA

SUMMIT BUSINESS PARK LOT 9

SWEETWATER AVE

STREET LIGHT DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	OCT 2022	1ST SUBMITTAL
2	DEC 2022	2ND SUBMITTAL



DRAWING NO:

SL3

OF 3

WRIGHT ENGINEERING
PROJECT NO:

22519

DESIGN BY: GRB

DRAWN BY: GRB

CHECKED BY: AMB

WRIGHT
engineering corporation

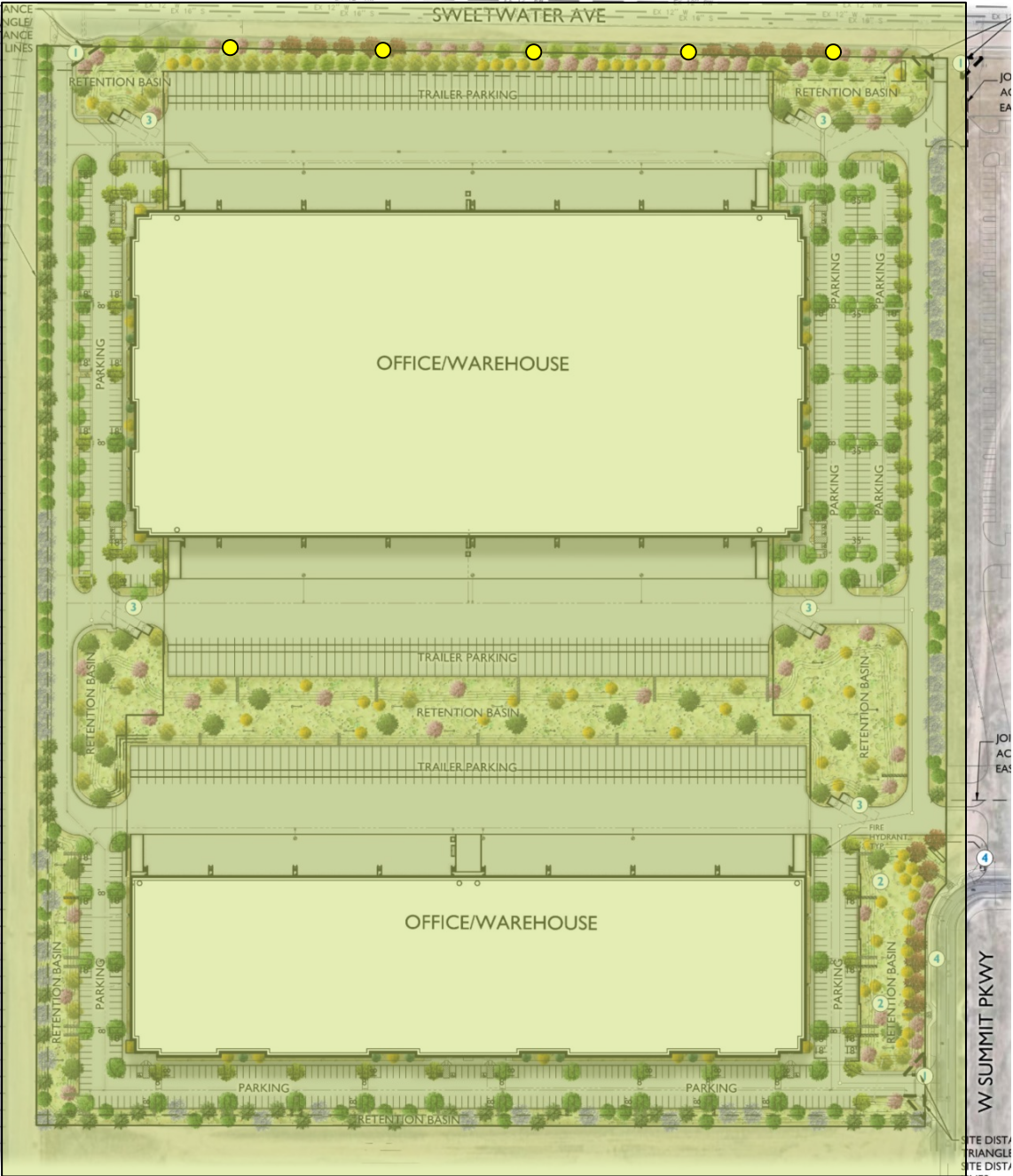
ELECTRICAL ENGINEERING AND DESIGN

165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225

PHONE 480.497.5829 • FAX 480.497.5807

www.wrightengineering.us

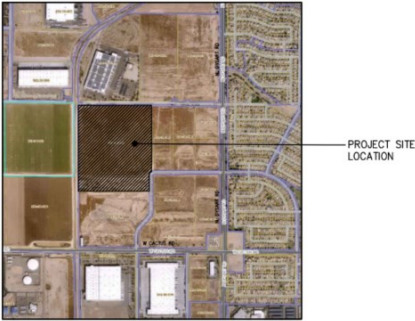
Summit Business Park Lot 9



Street Lights:

- Street Light Pole
- 5 new poles
- SLID Boundary

VICINITY MAP



STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

SU-SummitPkwy206

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
11 SIF Summit Business Park LLC	North of northwest corner of cactus and Dysart	501-38-982 501-38-981 501-38-980 -38	Michael J. Perer



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

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

DESCRIPTION

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

TIME PERIOD

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

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if applicable)

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

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



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

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

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

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

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

NOTES:

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

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

IV. ANCHOR BASE

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

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

FILE: C:\Users\TONY~1\MIR\AppData\Local\Temp\AcPublish_16988\E_SLID.dwg

PLOTTED BY: tonymiranda

03.10.2023 11:01am

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, CHAPTOR 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 VARIATION 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 623-222-7000.
- TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
- PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
- EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.
- ALL WORK PERFORMED IN THE CITY OF SURPRISE RIGHT-OF-WAY WILL REQUIRE AN APPROVED TRAFFIC CONTROL PERMIT ISSUED TO A BARRICADE COMPANY LICENSED TO WORK IN THE CITY OF SURPRISE.
- ALL PUBLIC UTILITY COMPANIES' CONTRACTORS AND SUB-CONTRACTORS ARE REQUIRED TO OBTAIN A CITY OF SURPRISE BUSINESS LICENSE PRIOR TO THE PERFORMANCE OF ANY WORK.
- PLAN APPROVAL BY THE CITY OF SURPRISE FOR COMPLIANCE WITH CITY REQUIREMENTS SHALL NOT PREVENT THE CITY FROM REQUIRING THE CORRECTION OF ERRORS FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, OR CITY OF SURPRISE REQUIREMENT FOR UTILITY CONSTRUCTION IN THE RIGHT-OF-WAY.
- THE CONTRACTOR OR UTILITY COMPANY MUST HAVE A COPY OF THE APPROVED/STAMPED CONSTRUCTION PLANS AND APPROVED TRAFFIC CONTROL PLAN AT THE PROJECT SITE AT ALL TIMES. ALL UTILITIES CROSSING STREETS OR ROADS MUST BE DIRECTIONAL BORED WHERE POSSIBLE. PERMISSION TO BORE AND TO OPEN CUT EXISTING PAVEMENT REQUIRES SPECIFIC PLAN APPROVAL AND RIGHT-OF-WAY PERMIT FOR THE PROPOSED CONSTRUCTION.
- PRIOR TO STARTING ANY WORK IN A MAJOR ARTERIAL OR COLLECTOR STREET, THE UTILITY COMPANY OR SUB-CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY OF SURPRISE CIVIL CONSTRUCTION INSPECTION PERSONNEL. SEE PERMIT FOR CONTACT INFORMATION.
- THE CITY OF SURPRISE DOES NOT WARRANT ANY OF THE QUANTITIES SHOWN ON THESE PLANS.
- THE UTILITY COMPANY SHALL CONTACT THE CITY OF SURPRISE CIVIL CONSTRUCTION INSPECTION PERSONNEL A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY WORK. THE PERMIT NUMBER AND LOCATION MUST BE PROVIDED IN ORDER TO SCHEDULE INSPECTIONS.
- ALL WORK REQUIRING ASPHALT REPLACEMENT, CONCRETE REPLACEMENT, OR RESURFACING, IN THE CITY OF SURPRISE RIGHT-OF-WAY, WILL REQUIRE A FINAL INSPECTION WITH THE UTILITY COMPANY REPRESENTATIVE AT THE TIME OF COMPLETION.
- MAINTAIN THE FOLLOWING MINIMUM SEPARATIONS: SIX (6) FEET HORIZONTAL FROM WATER AND SEWER MAINS, AND TWO (2) FEET HORIZONTAL FROM ALL OTHER UTILITIES. MAINTAIN A MINIMUM OF ONE (1) FOOT VERTICAL SEPARATION FROM ALL UTILITIES. ALL DISTANCES ARE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
- ALL POTHOLES FOR EXISTING UTILITY CROSSINGS OR SOIL BORINGS FOR FUTURE UTILITIES WILL BE REPAIRED PER MAG STANDARD DETAIL #212. THE CITY MAY REQUIRE ADDITIONAL REPAIRS, AS REQUIRED BY THE CIVIL ENGINEERING INSPECTOR.
- THE FOLLOWING ITEMS SHALL BE APPROVED IN THE FIELD, TO ACCOUNT FOR UNFORESEEN CONDITIONS, BY THE CITY OF SURPRISE CIVIL ENGINEERING INSPECTOR:
 - BACKFILL AND COMPACTION
 - CONCRETE REPAIR AND CURING
 - ASPHALT REPAIR AND PAVEMENT MATCHING
- ALL TRENCHES IN EXISTING AND FUTURE PAVEMENT ARE REQUIRED TO BE BACKFILLED WITH A MINIMUM OF ONE-HALF (1 SACK SLURRY CONTROLLED LOW STRENGTH MATERIAL PER MAG SECTIONS 604 AND 728.
- ALL TRENCHING WITHIN TWO (2) FEET OF THE BACK OF CURB OR EDGE OF PAVEMENT WILL REQUIRE ABC COMPACTED TO NINETY-FIVE (95) PERCENT OR ONE-HALF (1/2) SACK SLURRY CONTROLLED LOW-STRENGTH MATERIAL PER MAG SECTIONS 604 AND 728.
- ALL WORK THAT LIES WITHIN A DESIGNATED FLOODPLAIN AREA WILL REQUIRE A FLOODPLAIN USE PERMIT FROM THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY.
- ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY SHALL BE REPORTED TO THE CITY OF SURPRISE AND THE OWNER. REPAIR AND/OR REPLACEMENT IN KIND SHALL BE PER THE AGREEMENT WITH THE OWNER AND/OR THE CITY ON A CASE-BY-CASE BASIS.
- THE MINIMUM DEPTH OF COVER FOR VARIOUS UTILITIES SHALL BE AS SHOWN BELOW. TEMPORARY PAVEMENT REPLACEMENT THAT USES COLD-MIX ASPHALT SHALL BE REPLACED NO LATER THAN SEVEN (7) CALENDAR DAYS AFTER INITIAL PLACEMENT.

TYPE	MINIMUM DEPTH
DIRECT BURIAL CABLE	36"
FIBER OPTIC CABLE	36"
TELEVISION, TELEPHONE, CABLE, AND OTHER	24" TO 36"
GAS	36"

SHEET INDEX

E001S	POWER NOTES AND STANDARDS
E002S	STREET LIGHT DESIGN STANDARDS
E402S	STREET LIGHTING POWER AND PHOTOMETRICS PLAN

LEGEND	
TYPE	
+ ##	PHOTOMETRIC POINT AND VALUE
□ ↓	STREET LIGHT HEAD (EXISTING OR RELOCATED)

APPROVALS

CITY OF SURPRISE SIGNATURE BLOCK

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.

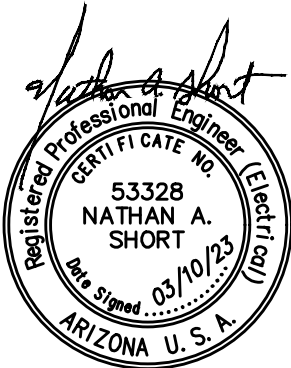
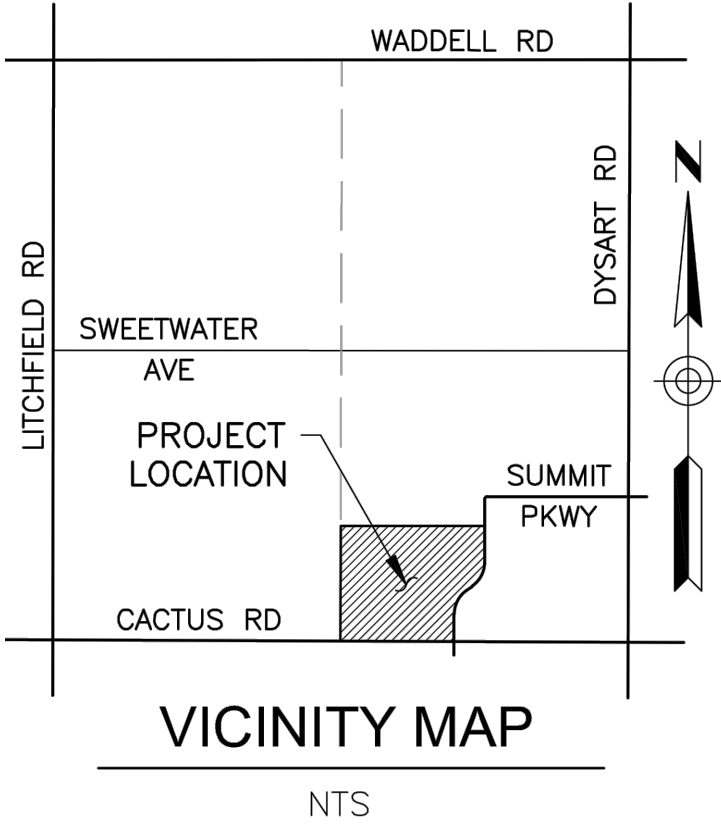
APPROVED _____

CITY OF SURPRISE ENGINEER _____ DATE _____

APPROVED _____

MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT _____ DATE _____

UTILITY CONFLICT NOTIFICATION			
UTILITY	UTILITY COMPANY	COMPANY REPRESENTATIVE	PHONE NUMBER
ELECTRIC	APS	BEATRICE SAUCEDA	623.975.5757
TELEPHONE	LUMEN	PHILIP MARTIN	
NATURAL GAS	SOUTHWEST GAS		
FIBER	COX	JACOB HORSMAN	623.328.3514
WATER	EPCOR	JOE WHELAN	623.445.2438
SEWER	CITY OF SURPRISE	JOE GARZA	623.583.6025



ENERGY SYSTEMS DESIGN
7135 East Camelback Road
Suite 275
Scottsdale, AZ 85251
P: 480.481.4900
www.esdengineers.com

Design Contact:
TONY MIRANDA

Project #
211135

BS Surprise Shell

CACTUS RD AND SUMMIT WAY

E001S
POWER NOTES AND STANDARDS

GH2ARCHITECTS

GH2.COM

GH2 PROJECT NUMBER:
20210203

ISSUE DATE:
03/08/2023

ISSUE:
CONSTRUCTION DOCUMENTS

OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
STREET LIGHTING PHOTOMETRICS

1 STREET LIGHT DESIGN GUIDELINES

1.1 NEW DEVELOPMENT/PUBLIC STREETS

Street light installation on public streets shall conform to the standards set forth in this document. Electricity costs for street lighting on collector and local roadways in new developments will be provided by a Street Light Improvement District (SLID). Electricity costs for street lighting on arterial roadways shall be provided by City.

All new developments in the City of Surprise require a SLID for streetlights on collector or local roadways. See the link below for additional information or contact the Engineering Development Services Division.
<https://surpriseaz.gov/723/Street-Light-Improvement-District-SLID>

Developers of all residential, commercial, industrial or other types of properties are responsible for the design and installation of street lighting on all streets within and adjacent to their sites. Street light plans shall be prepared and sealed by a licensed electrical engineer registered in the State of Arizona. The street lighting design shall be reviewed and approved by the City.

- Street light plans and details shall be included with the improvement plans.
- All new subdivisions, new roadways, and in-fill projects on existing roadways shall use LED luminaires as specified in this Section unless otherwise approved by the City Engineer.
- Street lights shall be fully shielded (full cut-off) in such a manner that light emitted by the fixture, either directly from the lamp or indirectly from the luminaire, is projected below a horizontal plane running through the lowest point on the fixture where light is emitted. External reflectors are not allowed.
- Spacing of street lights shall be based on the criteria shown in Table 1 below.
 - For roads that are wider than shown in Table 1 due to deceleration lanes, dual left turn lanes, or landscape islands or other intermittent reasons, the street light spacing shall be reduced by 10-15% in these areas.
 - For roads of non-standard cross sections, the City may require photometric calculations.

- Meandering sidewalks shall not conflict with street light poles.
- Where sidewalk is attached to curb, street lights shall be centered 1.5' behind sidewalk. Where sidewalk is detached, the standard setback on arterial streets is 5' from back of curb, the standard setback on collector and local streets is 4' from back of curb.
- If there are utility or other conflicts the setback can be reduced to a minimum of 2.5' from back of curb.
- Street light poles shall be a minimum of 6 feet from the edge of a driveway wing.
- Street light poles shall be a minimum of 6 feet from hydrants.
- Street light poles shall not be located in the radius of intersections.
- Street light poles shall be oriented perpendicular to street.
- All street lights to be located within right-of-way. When necessary due to conflicts, street lights may be in PUE or roadway easement with City approval.
- Tops of pull boxes shall be flush with sidewalk grade unless otherwise noted.
- Show all existing and proposed water lines and fire hydrants and provide dimensional ties to water lines and fire hydrants where potential conflicts may occur.
- All future and existing street lights adjacent to and within 300 feet from the first proposed street light must be shown with stationing ties to the street centerline.
- Street lights on lot frontages in residential areas shall be located at property lines whenever possible.
- All construction phasing must be shown and labeled on the plans.
- Street light plans will be submitted at a scale no smaller than 50 feet to one inch. Final light pole locations will be shown on the Paving and/or Utility plans.
- Street light plan submittals will be coordinated through the normal plan approval process and shall be submitted with the civil improvement plans.
- The approved street light plans shall be submitted to APS for final design of power distribution for street lights. The developer is responsible for all coordination with APS.

1.4 STREETLIGHT POLES & LUMINAIRES

- The City of Surprise contracts will APS for to own and maintain all street lights. All poles, mast arms, and luminaires shall be per APS details and specifications.

Table 1: Street Light Spacing for Standard Districts

Street Type	Width BC-BC (ft)	Nominal Lumens	Maximum Spacing (ft)	Spacing Type
Parkway	140'	11,000	155'	Staggered*
Major Arterial	101'	11,000	190'	Staggered*
Minor Arterial	79'	11,000	225'	Staggered*
High Volume Collector	77'	11,000	360'	Staggered*
Residential Collector	56'	7,800	310'	Staggered*
Commercial Collector	38'	7,800	185'	Single Side
Local	32'	4,800	225'	Single Side

*Staggered spacing is the distance between lights on same side of street.

- With City approval, the maximum spacing shown above may be exceeded by 15% when there are extenuating circumstances such as utility conflicts.
- On local streets, a light shall be located at each intersection, corner, and cul-de-sac, with maximum spacing as shown in Table 1.
- Intersections shall have the minimum quantity of street lights per Table 2. At signalized intersections, four street lights shall typically be mounted on traffic signals. Up to 4 additional street light poles maybe required on the other corners to provide adequate lighting for the crosswalks and intersection for Major Arterial roadways. Street light spacing shall be coordinated with lights on signal poles.

- Pole heights and arm types to be used on standard local, collector, and arterial streets shall be per Table 3 below.

Table 3: Pole and Arm Dimensions

Street Type	Architectural Brown Poles		Galvanized Poles	
	Mounting Height	Arm	Mounting Height	Arm
Arterial	39'-6"	8'x8'	39'-3"	8'x8'
Collector	31'-6"	4'	32'-11"	20"x6'
Local	25'-0"	2'	25'-11"	20"x6'

- The architectural brown poles are the preferred type, and shall be used for all new roadways and developments unless otherwise specified by the city.
- Galvanized poles should be used to match existing poles on opposite of street and for continuation of adjacent projects.
- All poles shall be direct buried.
- All luminaires shall be LED and shall meet APS current specifications.
- Luminaire Correlated Color Temperature (CCT) shall be 3000K.
- Luminaires shall be full cut-off.
- Contractor shall submit technical material specifications on all items listed above for Engineer review and approval.

Table 2: Minimum Street Lights at Intersection

Intersection Type	Street Light Quantity
Local/Local	1
Local/Collector	2
Collector/Collector	2
Local/Arterial	2
Arterial/Collector	3
Minor Arterial/Minor Arterial	4
Major Arterial/Major Arterial	6

- All new street lighting circuits shall be installed underground and will be owned and maintained by APS.
- The developer shall coordinate all power distribution design and electrical service criteria with APS. The developer shall conform to the latest requirements of APS and pay all fees for design and energization.

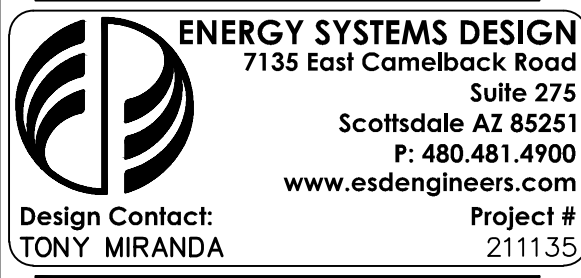
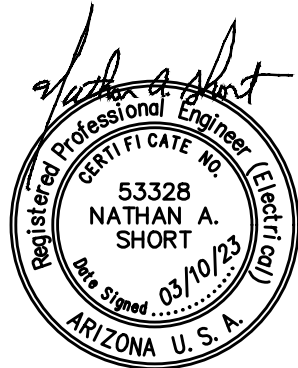
1.2 PRIVATE STREETS

The City of Surprise requires street lights on private streets to meet the same requirements as public streets.

1.3 STREET LIGHT PLAN REQUIREMENTS

Street light plans shall include the following information:

- Show all proposed and existing curb, utility locations and sizes, easements, right-of-way, lot numbers, and other structural features.
- Show pole type, luminaire mounting height, luminaire wattage, and lumen output.
- Show centerline station and offset for all street lights.
- On cover sheet include a key map showing all streets.
- Provide a legend on the plans identifying the following items:
 - Street light types with lumen output
 - Pull boxes
 - Conduit



BS Surprise Shell

CACTUS RD AND SUMMIT WAY

E002S

STREET LIGHT DESIGN STANDARDS

GH2 ARCHITECTS

GH2.COM

GH2 PROJECT NUMBER:
20210203
ISSUE DATE:
03/08/2023
ISSUE:
CONSTRUCTION DOCUMENTS
OTHER ISSUE DATES:
NO. DESCRIPTION DATE

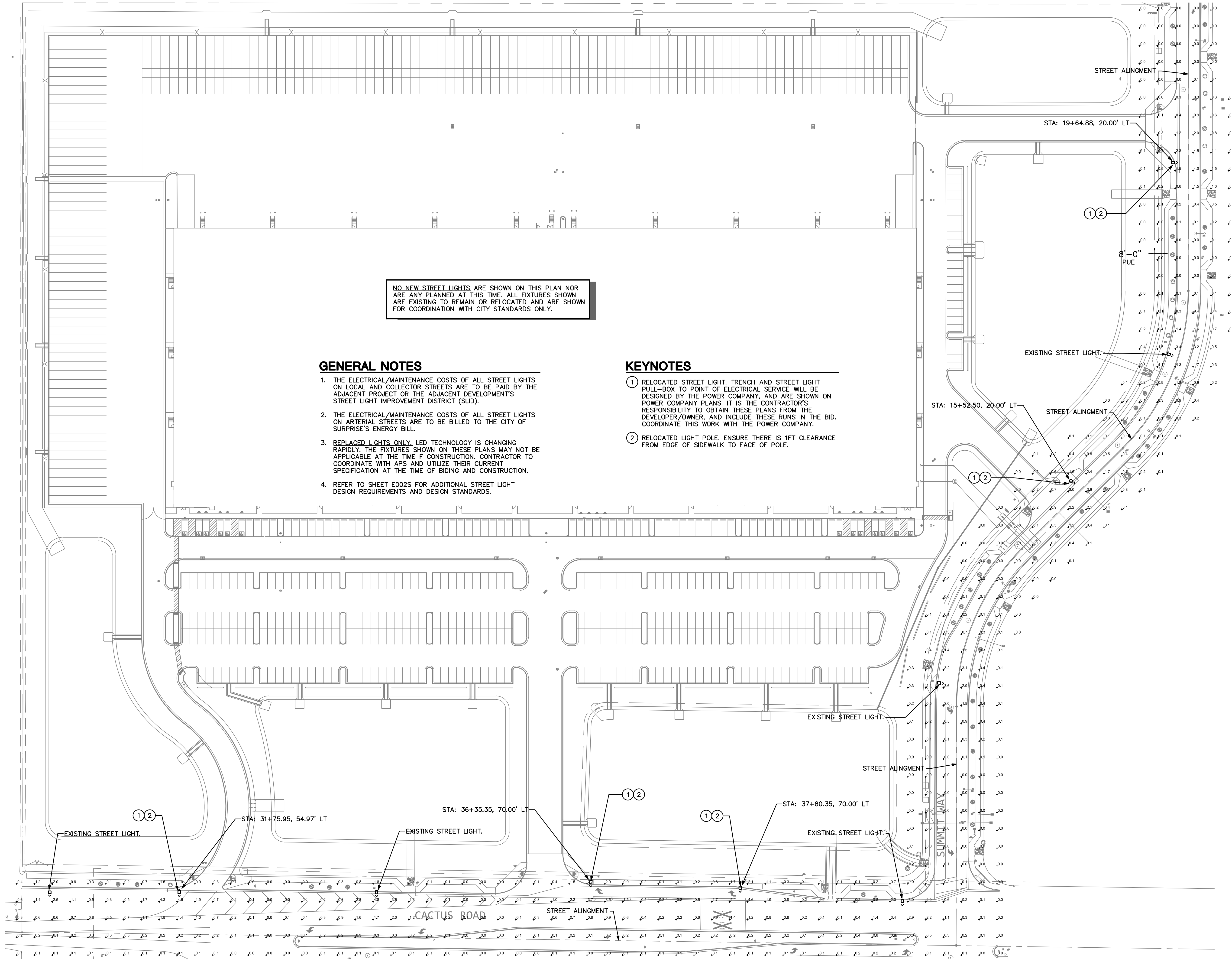
SHEET NAME:
STREET LIGHT DESIGN STANDARDS

SHEET NUMBER:
E002S
© 2022 COPYRIGHT GH2 ARCHITECTS, LLC
FS Case Number: FS22-1104
Page 199 of 341

FILE: J:\2021\211135 Surprise Warehouse\E402S.dwg

PLOTTED BY: tonymiranda

PLOTTED: 03.10.2023 — 12:17pm



GENERAL NOTES

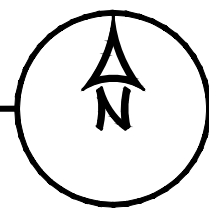
1. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID).
2. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.
3. **REPLACED LIGHTS ONLY.** LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT THE TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.
4. REFER TO SHEET E002S FOR ADDITIONAL STREET LIGHT DESIGN REQUIREMENTS AND DESIGN STANDARDS.

KEYNOTES

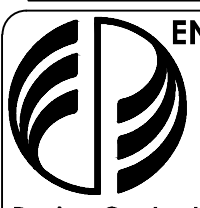
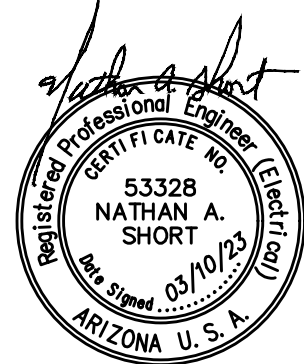
1. RELOCATED STREET LIGHT. TRENCH AND STREET LIGHT PULL-BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM THE DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE POWER COMPANY.
2. RELOCATED LIGHT POLE. ENSURE THERE IS 1FT CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

STREET LIGHTING POWER AND PHOTOMETRICS PLAN

SCALE: 1" = 50'-0"



GH2 ARCHITECTS



ENERGY SYSTEMS DESIGN
7135 East Camelback Road
Suite 275
Scottsdale, AZ 85251
P: 480.481.4900
www.esdesigners.com
Design Contact:
TONY MIRANDA
Project #
211135

BS Surprise Shell

CACTUS RD AND SUMMIT WAY

E402S

STREET LIGHTING POWER AND PHOTOMETRICS
PLAN

GH2ARCHITECTS

GH2.COM

GH2 PROJECT NUMBER:
20210203

ISSUE DATE:
03/08/2023

ISSUE:
CONSTRUCTION DOCUMENTS

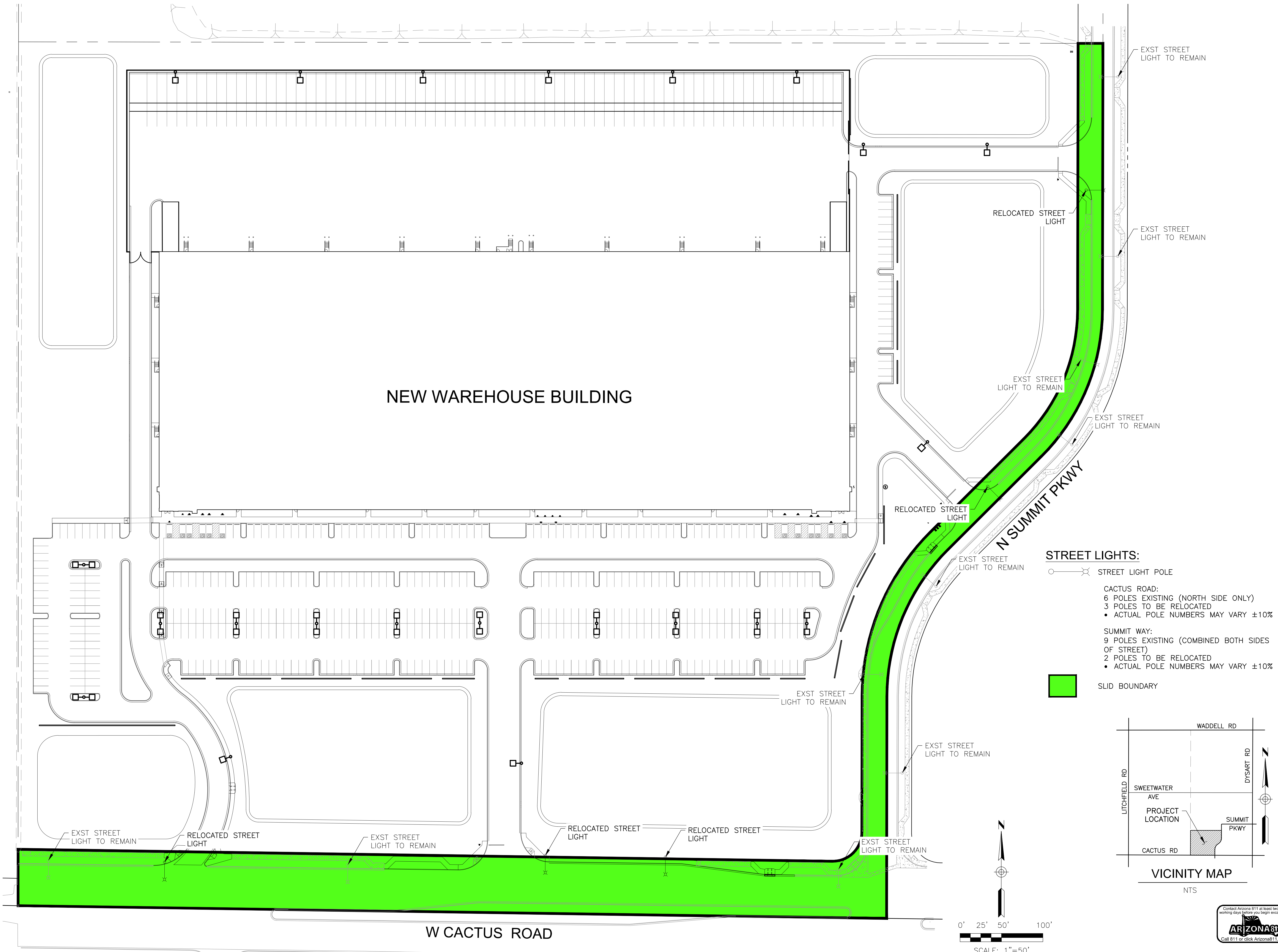
OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
**STREET LIGHTING
POWER AND
PHOTOMETRICS**

SHEET NUMBER:
E402S

© 2022 COPYRIGHT GH2 ARCHITECTS, LLC.
FS Case Number: FS22-1104
Page 200 of 341

8/12/2022 9:27 AM J:\2021\112102_BldgScope_Surprise_Industrial\CAD\112102_SL1.1_SLD.dwg



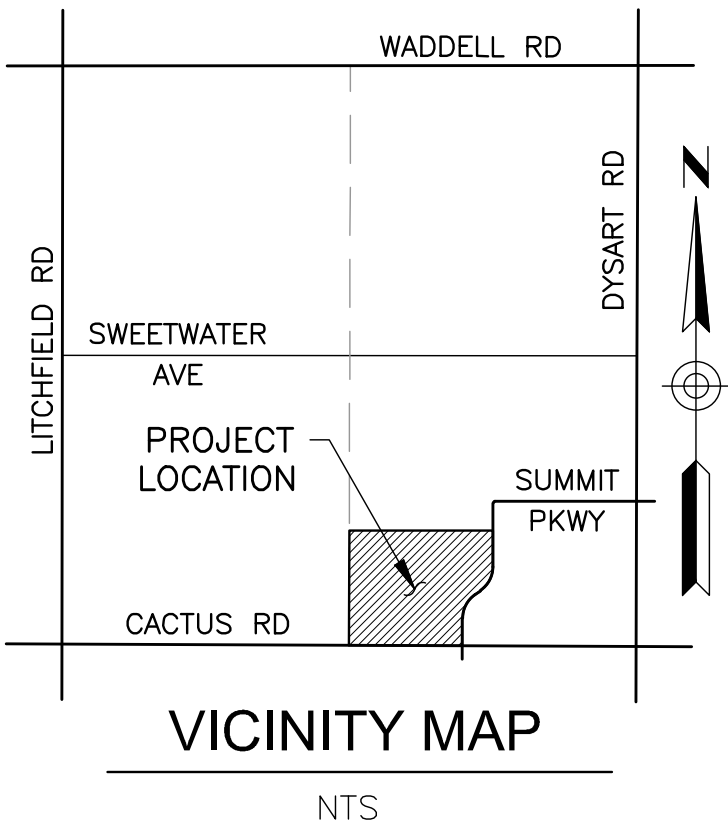
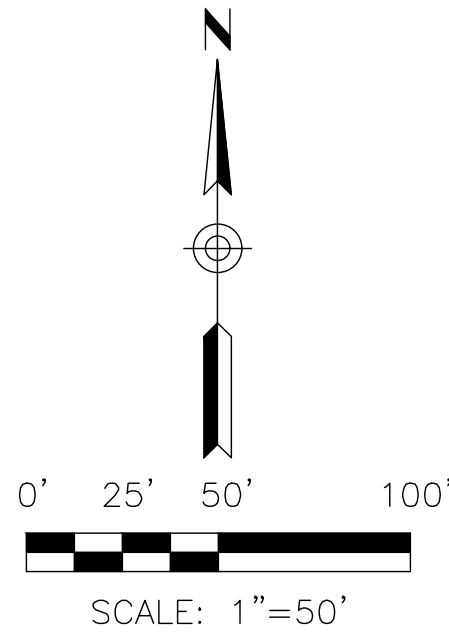
STREET LIGHTS:

○ STREET LIGHT POLE

CACTUS ROAD:
6 POLES EXISTING (NORTH SIDE ONLY)
3 POLES TO BE RELOCATED
• ACTUAL POLE NUMBERS MAY VARY ±10%

SUMMIT WAY:
9 POLES EXISTING (COMBINED BOTH SIDES OF STREET)
2 POLES TO BE RELOCATED
• ACTUAL POLE NUMBERS MAY VARY ±10%

■ SLID BOUNDARY



STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

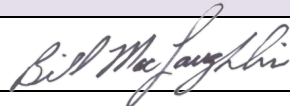
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor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

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

SU-SummitPkwy206

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
CIP Associates	W Cactus Rd & N Summit Way	501-38-983	

Written Consent of Partners

CIP Associates,

a California General Partnership

The undersigned, constituting a majority in interest of the partners of CIP Associates, a California general partnership (the "Partnership") hereby consent to the following actions:

Number of Managers: Pursuant to the terms of section 5.2 A of the partnership agreement the number of managers shall be four (5).

Election of Managers: The following persons are hereby elected as managers of the partnership

Virginia M Sickle

James B. MacLaughlin

Thomas H. MacLaughlin

William H. MacLaughlin III

Robert H. MacLaughlin Jr.

Unless the person above resigns or is removed, each such matter should hold in office until successor is elected and qualifies.

Authority of Managers: Any two managers shall have the authority to execute contracts, leases, financing documents in other documents which the partnership may be bound, and any third party dealing with the partnership may rely on the authority represented by the signatures of any two managers without further inquiry as to their authority to bind the partnership

Date: 7/14/20

Date: 7/14/20

Date: 7/14/20

Date: 7/14/20

Virginia M Sickle

Virginia M. Sickle, Partner

Thomas H. MacLaughlin

Thomas H. MacLaughlin, Partner

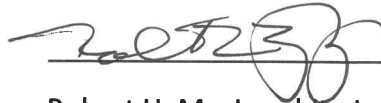
James B. MacLaughlin

James B. MacLaughlin, Partner

W. H. MacLaughlin III

William H. MacLaughlin III, Partner

Date: 7.15.2020


Robert H. MacLaughlin Jr., Partner

M:/CIP/Partnership Agmt/071320 CIP Manager Amendment



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

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

DESCRIPTION

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

TIME PERIOD

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

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if applicable)

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

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



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

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

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

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

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

NOTES:

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

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

IV. ANCHOR BASE

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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

SERVICE DETAILS

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



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

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

EXHIBIT 'B'

STREET LIGHT IMPROVEMENT DISTRICT

PORTION OF THE SOUTHEAST 1/4 OF
SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST
GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

LOT 6 BOOK 982
PAGE 33, MCR

APN: 501-38-984
OWNER: AX-I3 HMSTD LLC

LOT 4 BOOK 982
PAGE 33, MCR

APN: 501-38-982
OWNER: CAPITAL VII LLC

S.L.I.D.

LOT 5, OF SUMMIT, ACCORDING TO THE
PLAT OF RECORD IN
BOOK 982 OF MAPS, PAGE 33

UNSUBDIVIDED
APN: 501-38-009C
OWNER: ARIZONA PUBLIC
SERVICE

CACTUS ROAD

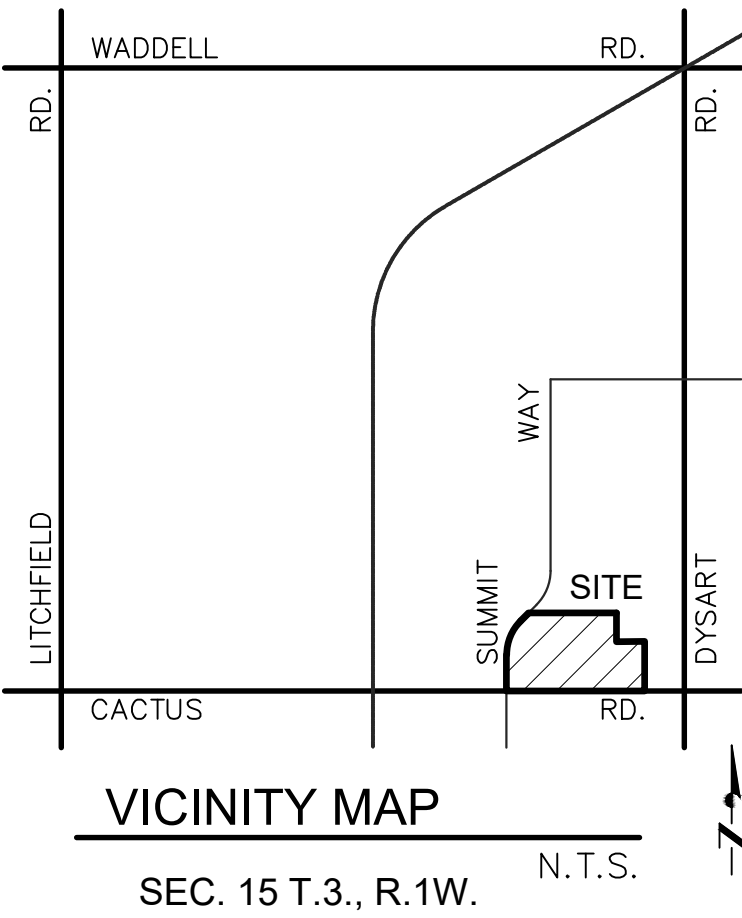
SUMMIT WAY

LEGEND

- MONUMENT LINE
- PROPERTY LINE
- EASEMENT LINE
- STREET LIGHT

STREET LIGHTS

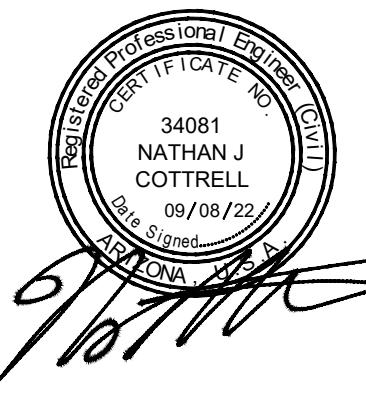
- 8 - POLES EXISTING
- 0 - POLES PROPOSED



OWNER				
CAPITAL VIII LLLC 6263 N. SCOTTSDALE RD #150 SCOTTSDALE, AZ 85250				
SUN STATE BUILDERS 1050 W WASHINGTON ST #214 TEMPE, AZ 85281 480.894.1286 CONTACT: MIKE FORST				
DRAWN BY:	NJC	CHECKED BY:	NJC	PURPOSE:
DATE:	09/08/22	SCALE:	1"=50'	
PROJECT #:	7021072			

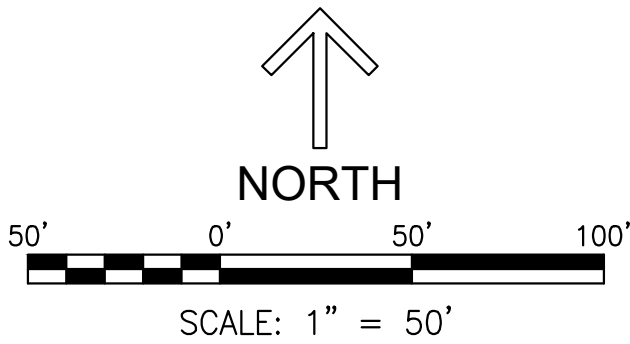
S.L.I.D. EXHIBIT
FOR
SUMMIT & CACTUS
NEC CACTUS RD. & SUMMIT WAY
SURPRISE, ARIZONA

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



SHEET 1 OF 1

SLID





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023

Contact Person: Holly Osborn, DIRECTOR-
PARKS & REC

Submitting Department: Parks and Recreation
Staff Recommendations:

District: Citywide

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action approving an Intergovernmental Agreement with Maricopa County for shared recreational opportunities, programs, marketing, and events; Resolution #2023-116.

Motion:

I move to approve Resolution #2023-116.

Background:

The City of Surprise Parks and Recreation Department offers special interest classes to provide a broad variety of recreational opportunities for both youth and adults. The Department is interested in expanding outdoor recreation programming and has been seeking new opportunities to increase offerings for outdoor classes and programs. The Maricopa County Parks and Recreation Department also provides outdoor recreational opportunities at regional parks surrounding Surprise including the White Tank Regional Park, Lake Pleasant Regional Park and the Hassayampa River Preserve. The City of Surprise Parks and Recreation Department and the Maricopa County Parks and Recreation Department wish to enter into an Intergovernmental Agreement (IGA) to jointly offer outdoor recreational programs, educational programs and events utilizing the regional parks operated by Maricopa County.

Objective Analysis:

The IGA will expand opportunities for residents and visitors of Surprise to participate in outdoor recreation and provide convenient access to outdoor activities. Outdoor recreation helps promote physical health and well-being through an active outdoor lifestyle while encouraging an appreciation for the environment.

Policy Compliant:

This action is consistent with City and Council Policy.

Financial Impact:

The Parks and Recreation Department's Fee Policy established a cost recovery level of 75-100% of direct costs for special interest classes. The fees for outdoor recreation classes and programs will be set in accordance with this cost recovery level while adhering to the fees listed in the Parks and Recreation

Fee Schedule.

Budget Impact:

There is no additional budget impact as the Department already has a current approved budget to offer a variety of special interest classes and programs. The new outdoor classes and programs will be appropriated within the existing budget.

FTE Impact:

There is no FTE impact. The new outdoor classes and programs will be managed by the Department's existing FTE for special interest classes.

ATTACHMENTS:

1. Res 2023-116 County IGA Programs Events Marketing.cao.clean
 2. Maricopa IGA Presentation
 3. IGA Surprise - Recreation Opport WT LP HRP Final (003) (1)_JG
-

RESOLUTION # 2023-116

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH MARICOPA
COUNTY FOR SHARED RECREATIONAL OPPORTUNITIES,
PROGRAMS, MARKETING, AND EVENTS.**

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

WHEREAS, the County, as administered through its Parks and Recreation Department (“MCPRD”), provides recreational opportunities and programs to the public at White Tank Regional Park, Lake Pleasant Regional Park, and Hassayampa River Preserve (collectively referred to herein as “Parks” or individually as Park), maps of the Parks attached hereto as Exhibit A and made a part hereof;

WHEREAS, the City, through its Parks and Recreation Department, provides recreational opportunities and programs to the public; and

WHEREAS, the City and the County have agreed to offer certain recreational opportunities and programs to the public at the Parks, including but not limited to, recreational programs, educational programs and events (collectively “Event” or “Events”), including the marketing thereof, as set forth in the IGA attached hereto as Exhibit A.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and Maricopa County, attached as Exhibit A, is approved.

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

SIGNATURES ON NEXT PAGE

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY



INTERGOVERNMENTAL AGREEMENT MARICOPA COUNTY AND THE CITY OF SURPRISE

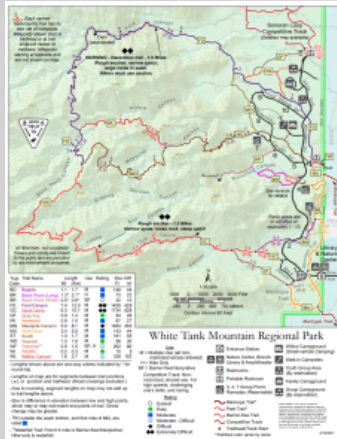
Parks and Recreation

IGA – Maricopa and City of Surprise

PURPOSE

Promoting healthy outdoor lifestyles and conservation in parks.

White Tank Regional Park



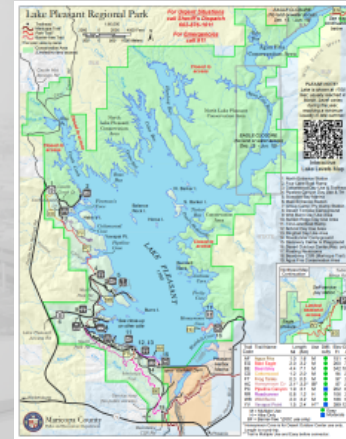
- Nature Hikes (Medicinal, Wildlife)
- Trail Running

Hassayampa River Preserve



- Guided hikes with Wickenburg Conservation Foundation

Lake Pleasant Regional Park



- Paddleboarding
- Kayaking

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
AND
THE CITY OF SURPRISE
FOR SHARED RECREATIONAL OPPORTUNITIES,
PROGRAMS, MARKETING, AND EVENTS
C-_____**

This Intergovernmental Agreement ("Agreement") is made and entered into between Maricopa County, Arizona, a political subdivision of the State of Arizona ("County"), and the City of Surprise, Arizona, an Arizona municipal corporation ("City"). The County and the City are collectively referred to herein as the "Parties" or individually as "Party."

WITNESSETH

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951 through 11-954, as amended; and

WHEREAS, the County, as administered through its Parks and Recreation Department ("MCPRD"), provides recreational opportunities and programs to the public at White Tank Regional Park, Lake Pleasant Regional Park, and Hassayampa River Preserve (collectively referred to herein as "Parks" or individually as Park), maps of the Parks attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the County operates Lake Pleasant Regional Park ("LPRP") pursuant to a Recreational Management Agreement between the County and the United States Department of the Interior, dated June 29, 1990; and

WHEREAS, the City provides recreational opportunities and programs to the public; and

WHEREAS, the City desires to offer certain recreational opportunities and programs to the public at the Parks, including but not limited to, recreational programs, educational programs and events (collectively "Event" or "Events"), including the marketing thereof, as described in a Statement of Work ("SOW"), a template of which is attached hereto as Exhibit B and made a part hereof, subject to the terms and conditions herein and set forth in the SOW; and

WHEREAS, the County and City sometimes desire to offer certain joint Events, including the marketing thereof, as described in an SOW, subject to the terms and conditions herein and set forth in the SOW.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants set forth below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS

The Recitals herein, by this reference, are hereby incorporated into this Agreement.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is

- A. To develop a relationship between the Parties to reflect the mutual interest in supporting and promoting healthy outdoor lifestyles within the Parks.
- B. To jointly plan, coordinate, implement, and market certain opportunities, events, recreational programs, and education programs ("Activities") beneficial to the County, the City and the public through the use of the SOW(s).
- C. For the City and County to work together when appropriate to develop marketing campaign(s) that promote the SOW(s), feature(s), event(s), and program(s) offered at the Parks. This may be done through, but not limited to, advertising, branding, events, campaigns, photo libraries, sponsorships, social media, and other forms of marketing, promotions, and communications.

3. SCOPE OF WORK

This Agreement will enable the Parties to conduct Activities as described in each approved SOW.

- A. Activities will be conducted at the Parks only upon the City's submission of an SOW and the subsequent approval by the MCPRD's Director and the City's Director of Parks and Recreation or their delegates.
- B. Each SOW will be negotiated for fees (i.e., participant costs, gross revenue, authorized deductions) and will follow a cost of recovery model to determine the appropriate funds paid to MCPRD by the City and/or the general public.
- C. The City recognizes potential impacts and conflicts between its Activities and those offered by the County and its Concessionaires within the boundaries of each respective Park.
- D. Joint Responsibilities. Both Parties Shall:
 - i. Plan and develop, yearly (or more often if agreed upon by both Parties), a platform for collaboration and cooperation of the Activities through the completion of an annual SOW.
 - ii. Work together to develop a joint, written SOW. Once both Parties approve the SOW, the schedule can be determined by MCPRD in writing or e-mail prior to implementation.
 - iii. Plan and develop SOW operations plan(s) for each joint program.
 - iv. Agree upon details of each Party's portion or participation in the Activity as described in the SOW.
 - v. Be responsible for providing sufficient staff members for their portion of the Activity.
 - vi. Shall coordinate with the other for emergency preparedness and coverage, and as may be required, i.e., Maricopa County Sheriff's Department, City of Surprise Police and/or Fire Medical Department, during an emergency.
 - vii. Have their name drops on any media, including "[Park Name] managed by Maricopa County Parks and Recreation Department."
- E. City Responsibilities. The City shall:
 - i. Complete the SOW for proposed Activities and work with County staff on the SOW operation plan.
 - ii. Coordinate with each respective Park Supervisor and staff prior to the Activity as to off-limit areas, reservations, etc.

- iii. Be responsible for costs associated with the operation of the Activity, agreed Parks costs/use fees, and maintenance of City's equipment, which includes, but is not limited to, insurance, and removal of debris inside and outside of the storage facility or are used in support of the Activity.
 - iv. Provide advertising and notice to the public on the City's website, flyers, or notices, for information pertaining to the Activity
 - v. Provide information to the public that the Park is a fee-based recreation area and that all members of the public entering the Park must pay the current applicable entrance fees.
- F. County Responsibilities. The County shall:
- i. Provide and coordinate with the City to use County and MCPRD's facilities as agreed in the SOW.
 - ii. Provide City with equipment storage to support programs for the day before the Activity. The County assumes no liability for lost, stolen, or damaged items during the temporary storage. More extended storage may be coordinated with and at the discretion of the Park Supervisor.
 - iii. Provide required staff in support of Activities as designated in each SOW.
 - iv. Provide invoice with cost and fee information (see Section 10 herein) to the City.
 - v. Provide advertising and notice to the public on the MCPRD's website and flyers or notices in the Parks of information pertaining to Activity.
 - vi. Shall not be responsible for providing or maintaining any additional facilities, amenities, personnel, or utilities other than those agreed to within the SOW.

4. TERM AND TERMINATION

- A. The term of this Agreement shall be five (5) years ("Term"), commencing on the date it is fully executed by the Parties ("Effective Date").
- B. The Agreement shall automatically renew for one (1) additional five (5) year period thereafter unless either Party gives notice at least sixty (60) days prior to the expiration of the Term that it does not want to renew or unless terminated sooner as provided herein.
- C. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.
- D. Termination without Cause. Either Party may, at any time, terminate this Agreement by giving the other Party not less than thirty (30) days prior written notice. In the event this Agreement is terminated by either Party pursuant to this Section, the City shall remain responsible for payment to the County for all work performed through the date of termination and for reimbursement to the County of all non-cancelable commitments incurred in the conduct of the Activities Non-cancelable commitments shall include, but not be limited to, equipment rentals. Should such termination ultimately be effective, it will not eliminate any obligations of any Party under Section 5 of this Agreement. If this Agreement is terminated without cause pursuant to this Section, each Party shall be liable for its own costs, except as specifically stated herein.
- E. Termination for Non-Appropriation. Each Party recognizes that performance by the other Party depends upon appropriation of funds. This Agreement may be terminated or reduced by City or County at the end of any fiscal year due to non-appropriation of funds without any penalty or liability to either Party for such termination or reduction. City, County and state fiscal years end June 30, Federal fiscal year ends September 30. If the County or City fails to appropriate necessary funds, or if appropriation is reduced during the fiscal year, the County or City may reduce the scope of this Agreement, if appropriate, or cancel this Agreement, without further duty or obligation and without penalty or liability.

5. DEFAULT

Each of the following shall constitute a breach of this Agreement and an event of default ("Default") hereunder. A Party's failure to observe or perform any of the material covenants, conditions, or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such Default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

6. GENERAL PROVISIONS

- A. Modification or Amendment. Modifications or amendments of the Agreement shall be binding only if in writing, signed and dated by both Parties.
- B. Laws, Rules and Regulations. Both Parties shall, and shall cause, its agents to comply at all times with all applicable federal, state, county, local and city statutes, laws, ordinances, rules, regulations, and instructions, including, without limitation, environmental health safety and regulations respecting the premises used, in effect now or as may be amended or added. This compliance shall be at each Party's sole cost and expense. MCPRD Rules are attached hereto as Exhibit Cand made a part hereof.
- C. Independent Contractor. The County and City are independent contractors and shall be free to exercise their discretion and independent judgment as to the method and means of performance of their work hereunder. Employees of each Party shall not be considered employees of the other Party, and a Party's personnel will not, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees. Each Party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.
- D. Nondiscrimination. The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.
- E. Marketing.
 - i. The County may not use the name of the City in news releases, publicity, advertising, or other promotion, without the prior written consent of the City, such as but not limited to when referencing recreation at the Parks, except for documents used for internal consumption by the County.
 - ii. The City may not use the name of the County in news releases, publicity, advertising, or other promotion, without the prior written consent of the County, such as but not limited to when referencing recreation at the Parks, except for documents used for internal consumption by the City.

7. LIABILITY INSURANCE AND INDEMNIFICATION

- A. The Parties acknowledge that Maricopa County is self-insured.

- B. The City maintains general liability insurance and worker's compensation coverage as required by state law and pertinent federal laws and regulations under the City of Surprise.
- C. Indemnification. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance, nonperformance or misconduct by the indemnifying Party of any of the provisions of this Agreement. Each Party indemnifies the other 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 nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence or misconduct of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials, or agents. In the event of action, the damages which are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.
- D. The terms of this Agreement and its insurance and indemnification provisions do not apply to participants who engage in any activity outside the scope of this Agreement.
- E. Binding Effect. The obligation set for the in this Section 6.0 shall be binding upon the Parties and extend beyond the termination of this Agreement.
- F. Environmental Compliance.
 - i. Regulated Use.
 - a) The City shall provide to the County, in writing, a complete list identifying all hazardous materials or petroleum products initially to be brought on site. Thereafter, the City shall provide written notice to the County only when other hazardous material or petroleum products which were not initially identified are brought on the site.
 - b) Additionally, the City will prepare and implement any necessary remediation action plan in accordance with all applicable federal, state, county, city and local statutes, laws, ordinances, rules, and regulations. The City shall keep Material Safety Data documents, or the equivalent thereof, on site for those materials and products.
 - c) The City shall report to the County within twenty-four (24) hours of knowledge of any event or occurrence at the site which may or does result in pollution or contamination adversely affecting lands, water or facilities owned or managed by County.
 - ii. Regulated Disposal.
 - a) The City does not intend to offer or engage in activities involving or using regulated substances, as defined hereinbelow. However, in the event the City does engage in such activities, the City shall protect, defend, indemnify and hold harmless the County from and against all liabilities, costs, charges and expenses, including civil or criminal penalties, attorney's fees and court costs arising out of, or related to, an activity involving or use of a regulated substance under any applicable federal, state, or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any such substance that came to be located in the Parks or temporary facilities due to the City's use or occupancy of the site after the signing of this Agreement; or (b) any release, threatened release or escape of any substance in, on, under or from said site that is caused in whole or in part, by any conduct, action or negligence of the City.
 - b. For the purposes of this Agreement, the term "regulated substances" shall include substances defined as "regulated substances," "hazardous waste," "hazardous substances," "hazardous materials," "toxic substances" or "pesticides" in the

Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended in 1986 to include Superfund Amendments and Reauthorization Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances, rules, or subdivisions thereof. This environmental indemnity shall survive the expiration or termination of this Agreement.

- c. The City accepts sole responsibility and liability for all wastes produced by its operation, activities and occupation of the site and shall comply with all applicable laws concerning such wastes, including federal, state, county, and local regulatory requirements. Any such waste must be disposed of in compliance with the above.
- d. The City further hereby represents and warrants to the County that the City, its agents, employees, and contractors, shall be solely responsible for and assume any responsibility for generating, storing, releasing, placing or allowing to remain on the property any hazardous substances, hazardous wastes, or toxic substances (hereinafter collectively referred to as "Hazardous Substances"), as those terms are defined and regulated under C.E.R.C.L.A., 42 U.S.C. 9601 *et seq.*, R.C.R.A., 42 U.S.C. 6901 *et seq.*, or T.S.C.A., 15 U.S.C. 2601 *et seq.* The City agrees to comply with all environmental laws and regulations and to take such other actions as may be reasonably required to protect against environmental liabilities. Any such "Hazardous Substances" must be disposed of pursuant to and in compliance with all required laws, rules and regulations concerning the use and disposal of such substances.
- e. Management and proper disposal of all hazardous material, including Hazardous Substances, is the responsibility of the City. The City must keep appropriate and required documentation relating to the management and disposal of Hazardous Substances.
- f. The County will provide the City with environmental information specific to the Parks so that it may assist in training their staff such as but not limited to flora, fauna, and geography.

8. VENUE; GOVERNING LAW

The proper venue for any proceeding at law or in equity or under the provisions for arbitration or litigation shall be Maricopa County, Arizona and the County and City hereby waive any right to object to venue. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.

9. ASSIGNMENT

No Party has the right or the power to assign this Agreement.

10. COMPENSATION

County shall invoice the City according to an individually authorized SOW. Invoices are due and payable within thirty (30) days of the invoice date.

11. NOTICES

All notices required under this Agreement shall be in writing and given by email delivery and read receipt, or United States Post Office certified mail, return receipt requested, or by commercial courier served with a receipt, or by hand delivery, to each Party's following address, or to such other address as either Party may notify the other in writing as provided herein. Any such notice shall be considered served when communication is received and read receipt received, signed for or delivery is refused or returned to sender as unclaimed.

Maricopa County: Maricopa County Parks and Recreation Department
Attn: Director
41835 N. Castle Hot Springs Road
Morristown, AZ 85342
Phone: 602-506-9500
Email: rj.cardin@maricopa.gov

City of Surprise: City of Surprise
Attn: Director, Parks and Recreation
15960 N Bullard Ave
Surprise, AZ 85374
Phone: 623.222.2218
Email: holly.osborn@surpriseaz.gov

11. RECORD RETENTION AND INSPECTION

The Parties agree to retain all books, accounts, reports, files and other records relating to this Agreement and to make such records available at all reasonable times for inspection and audit by the Parties or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of six (6) years (Retention Schedule) after the termination of this Agreement, or Retention Schedule as amended by the Arizona State Library, Archives and Public Records Retention Schedule.

12. E-VERIFY

To the extent applicable under A.R.S. § 41-4401, each Party and its contractors and subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). A breach of the above-mentioned warranty by any Party or its contractors or subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party's or its contractors' or subcontractors' employees who work on the Activities to ensure that the other Party and its contractors and subcontractors are complying with the above-mentioned warranty.

13. BOYCOTT OF ISRAEL

To the extent applicable under A.R.S. § 35-393.01, the Parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel as defined in A.R.S. § 35-393.01.

14. NON-EXCLUSIVE AGREEMENT

Each Party may enter into similar agreements with other institutions or entities, provided that such agreements do not materially interfere with the ability of each Party to carry out its obligations hereunder.

15. INVALIDITY OF PART OF THIS AGREEMENT

Should any part of this Agreement be held to be invalid or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

16. AUTHORITY

- A. Each Party covenants and warrants to the other Party that: (a) it is duly authorized to execute this Agreement; and (b) the execution of this Agreement has been duly authorized by the applicable Party.
- B. MCPRD Director shall administer this Agreement.

17. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

18. ENTIRE AGREEMENT

This Agreement, including the SOW(s), embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its duly authorized representatives.

CITY OF SURPRISE

MARICOPA COUNTY

Mayor Date

Chairman Date
Board of Supervisors

ATTEST

City Clerk Date

Clerk of the Board Date

Approved as to Form:

Approved as to Form:

City Attorney Date

Deputy County Attorney Date

EXHIBIT A – PARKS White Tank Regional Park

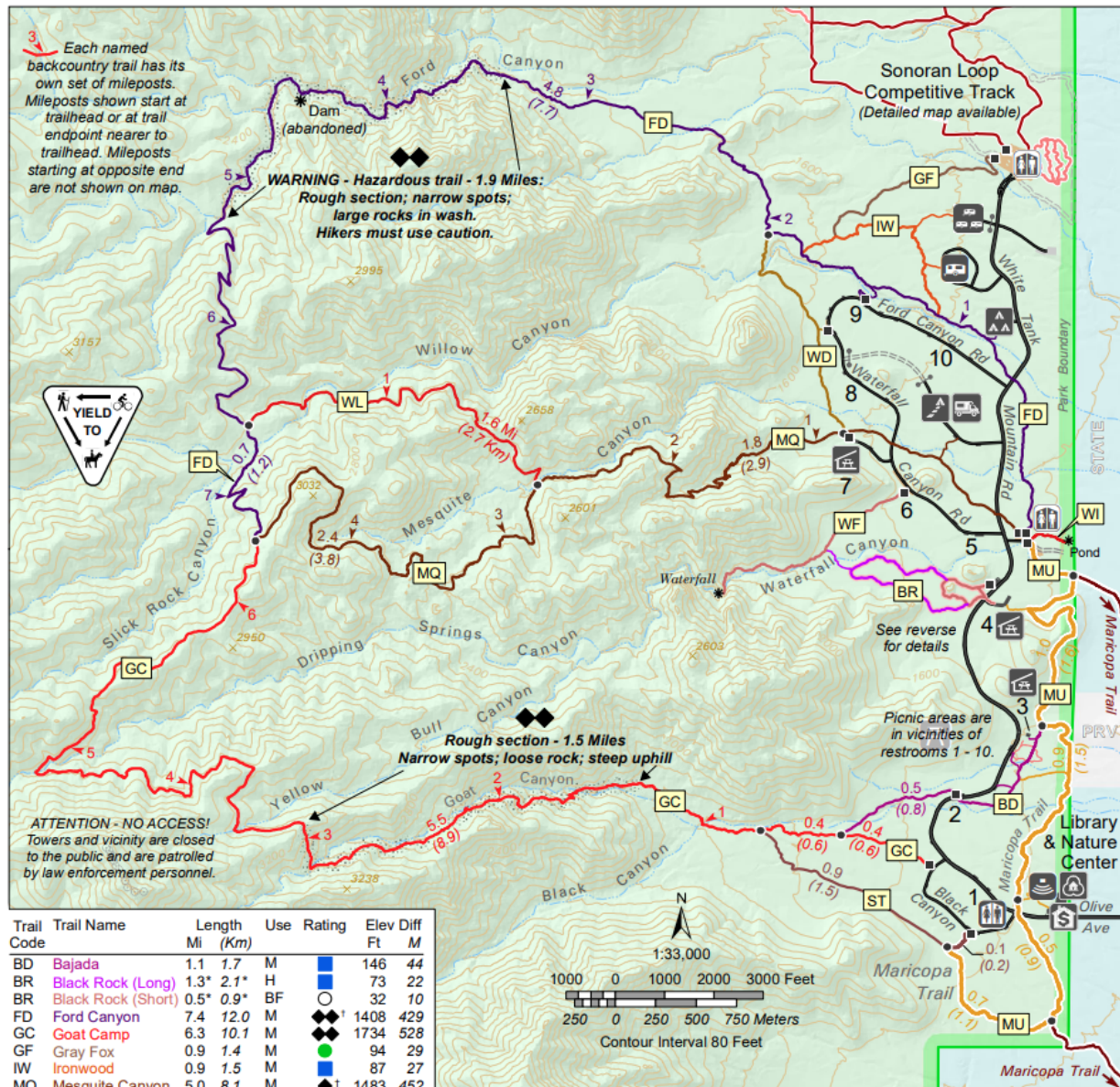


EXHIBIT A – PARKS (Continued) Lake Pleasant Regional Park

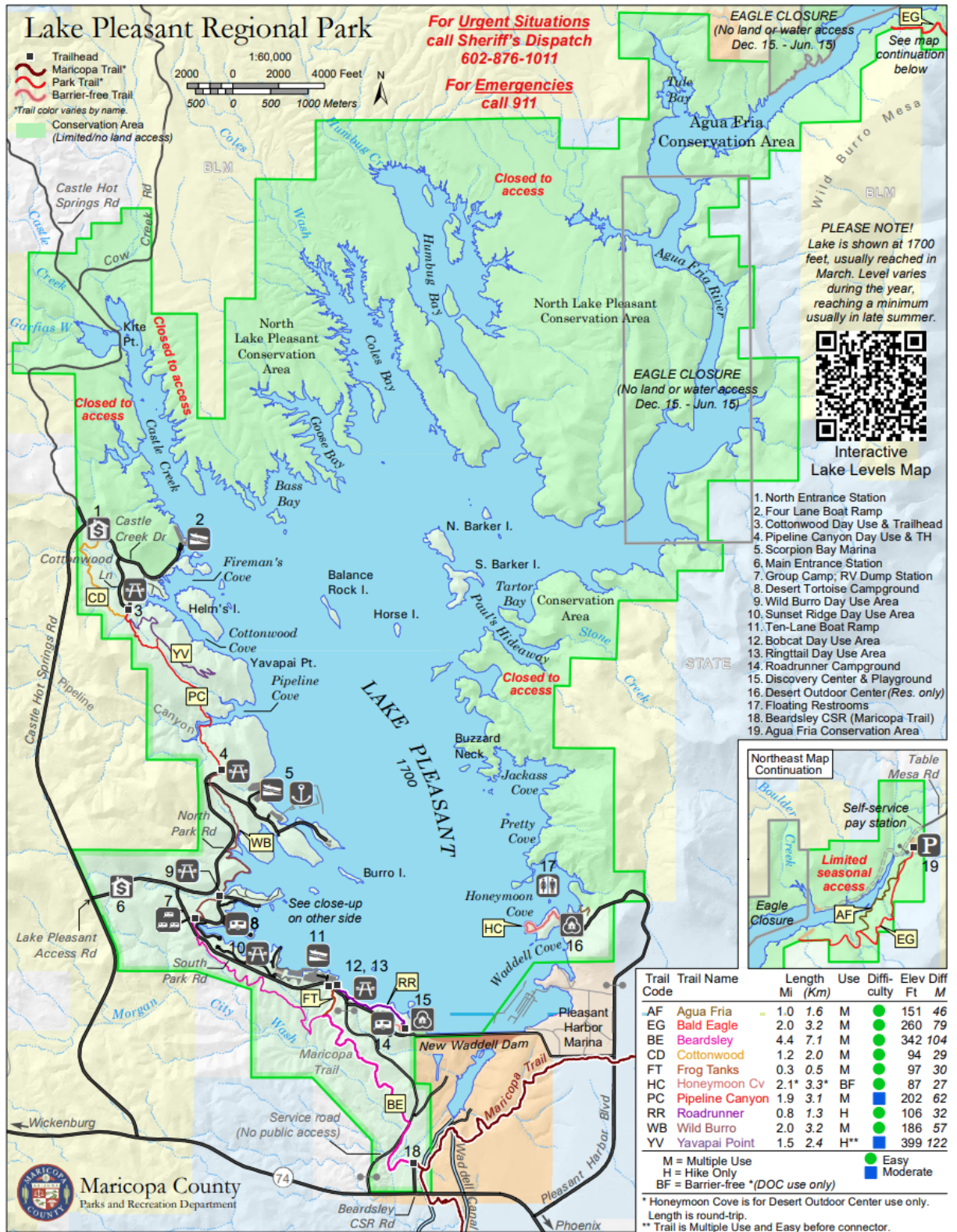


EXHIBIT A – PARKS (Continued)

Hassayampa River Preserve

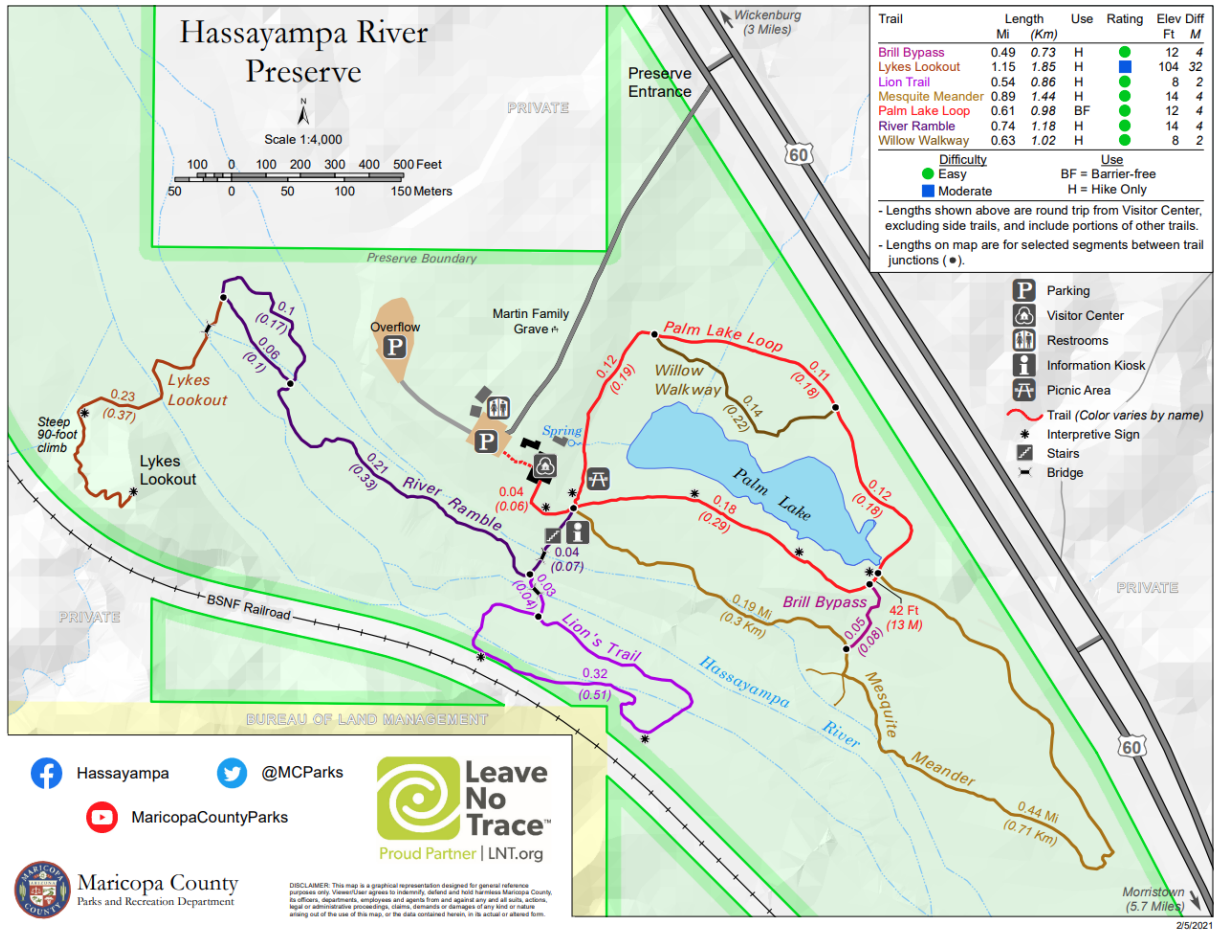


EXHIBIT B – STATEMENT OF WORK (SOW)

This Exhibit represents the SOW template. Proposed SOW's must be approved by both Parties. The items contained herein shall be considered and incorporated where appropriate. The effective date of each SOW is the date approved by both the County and the City.

EXHIBIT B STATEMENT OF WORK ("SOW")						
This SOW is made pursuant to the Intergovernmental Agreement between Maricopa County (hereinafter referred to as County) by and through its Parks and Recreation Department (hereinafter referred to as "MCPRD") and the City of Surprise (hereinafter referred to as "City") (the "Agreement"). This SOW may include a multitude of Activities (recreational opportunities, commercial tours, commercial sales, stewardship events, programs, promotions, and special events, including but not limited to planning, coordinating, implementing, promoting, sponsoring, educating, and marketing). All terms not defined in this SOW have the meaning ascribed to them in the Agreement. Upon completion of the SOW, MCPRD's will contact City for additional information required for the Activity(ies) SOW operation plan (SOW-OP).						
Contact Information						
Points of Contact. The parties designate the following persons as their respective points of contact in connection with the Activities described in this SOW:						
City Point of Contact			MCPRD Point of Contact			
Name:			Name:			
Phone:			Phone:			
Email:			Email:			
Activities (may be multiple)						
Activities. _____ will conduct the following Activities at Parks as indicated (Dates of Activity(s) are subject to agreement by both parties):						
Activity Type	Name of Activity	Facility Rentals	Proposed Date(s) Time(s)	Staffing	Vendors	Activity Description
Add'l Information:						

Submitted By:

Received for Review by MCPRD

Signature

Date

Date

EXHIBIT C – Park Rules

MARICOPA COUNTY PARKS AND RECREATION PARK RULES

*Adopted August 13, 2003 by the Maricopa County Board of Supervisors
Revised January 13, 2016 by the Maricopa County Board of Supervisors*

R-101 DEFINITIONS

The following definitions shall determine meanings for certain facilities, objects, entities or activities.

1. "Abandoned Vehicle" means any vehicle, boat, trailer, or structure, which shows evidence of being left unattended for a period of 48 hours unless displaying an official permit indicating a stay in excess of 48 hours.
2. "Aircraft" means a structure or device for navigation of the air that is supported either by its own buoyancy or by the dynamic action of the air against its surface.
3. "Camping" means erecting a tent or shelter or arranging bedding, or both, for the purpose of, or in such a way as will permit, overnight use; or parking a trailer camper or other vehicle for the purpose of remaining overnight.
4. "Commission" means the Maricopa County Parks and Recreation Commission.
5. "County" means Maricopa County.
6. "Department" means the Maricopa County Parks and Recreation Department.
7. "Loudspeaker or public address system" means a device to amplify or direct sound.
8. "Maricopa County Park(s)" means any land or areas under the control of the Maricopa County Board of Supervisors which has been designated as a Park, Recreation Area or Conservation Area.
9. "Roads" means the entire width between the boundary lines of every way when any part thereof is open, kept or maintained for use by the public for purposes of vehicular travel.
10. "Special Use Permit" means commercial or non-commercial permits issued by the Department for activities outside a park's activity design or which excludes the general public or for which there is monetary gain.
11. "Swimming" means to propel one's self in water by natural means; consequently aquatic activities including the full or partial use of inner tubes, air mattresses or personal support devices.
12. "Designated Trail" means an authorized recreational trail designed, constructed, and maintained according to standards within the county manual; it is within Maricopa County Parks' boundaries and has been included in the Maricopa County Park trail system inventory.

R-102 SPECIAL USE PERMITS, FEES AND APPROVALS

1. Special Use Permits shall be required for eligible non-profit, government or private, as well as commercial uses.
2. For eligible non-profit uses, a Special Use Permit is required of any person or group for any activity outside each park's activity design, or for the use of specific park areas that require the exclusion of general public usage.
3. A Special Use Permit shall also be obtained in advance by any person or group wishing to use a Maricopa County Park for eligible commercial uses.
4. Park Impact Fees for Special Use Permits shall be negotiated by the Department based on the expenses related to the administration of the activity, protection of the park and visitors, and in accordance with established fee schedules when applicable.
5. The Department may require commercial applicants to enter into an agreement with the County for a negotiated percentage of gross receipts not to exceed twenty (20) percent.
6. The Department may require the permittee to post a deposit against damage and clean-up expense, provide a certificate of insurance naming the department as additionally insured, and/or provide for adequate medical, sanitary and security services.
7. A performance and payment bond may be required from any permittee who is providing a service that was solicited to provide any event or activity sponsored by the department.
8. The Department may impose conditions on the conduct of any activity, which are necessary to protect the area and maintain its availability as a public park.
9. A Special Use Permit is not required for any person operating under the provisions of a valid special use or commercial management concessions agreement with the department.
10. Special Use Permit applications, which are compatible with the management objectives of the individual park, may be refused for health and safety reasons or to protect the park from significant damages. With respect to competing non-profit uses, the use of park space shall be granted on a first-come, first-served basis. With respect to competing commercial uses, informal proposals shall be solicited and the Special Use Permit awarded to that concessionaire which offers to provide the County with the highest potential revenue and/or best recreational value to park patrons, provided the concessionaire does not have a poor performance history on any prior permits.
11. All persons entering a park under a Special Use Permit are subject to all entrance and/or use fees, and all rules and regulations concerning park resource and facility use. The total amount of entrance fees owed by persons entering a park under a Special Use Permit, may be calculated in advance and paid in accordance with terms negotiated as part of the Special Use Permit.
12. A decision by the Department concerning any Special Use Permit may be appealed to the Commission.
13. Applications for Special Use Permits may be obtained from an authorized representative of the Department.

R-103 VIOLATIONS AND PENALTIES

1. Any person who violates any of these rules shall be guilty of a Class 2 misdemeanor.
2. Any person who violates any of these rules may also be evicted for failure to comply.

THE FOLLOWING ACTS ARE PROHIBITED IN MARICOPA COUNTY PARKS:

R-104 ENTRY, USE, OCCUPANCY, FEES

1. Entering, using, or occupying of a Maricopa County Park or its facilities, designated trails or waterways under the supervision and control of the Department for any purpose when said parks or areas are posted against such entrance, use, occupancy or where barriers exist.
2. Entering upon or using for any purpose, the land, water or facilities within the boundaries of Maricopa County Parks when a fee, rental, admission or other consideration has been established for such land, water or facilities, unless the person entering or using such land, water or facility has paid said fee, rental, admission or other consideration.

R-105 ANIMALS AND PETS

1. Riding, permitting or allowing livestock, saddle, pack, or draft animals except on designated trails or areas under special permit issued by the Department or by special provisions of a use management agreement.
2. Possessing, allowing or permitting a dog and/or other pets in a Maricopa County Park, unless the same shall be under immediate control on a leash not exceeding 6 feet in length, except the leash requirement shall not apply to dogs while being used in hunting, or in field trials, or while being trained, when upon lands open to such uses and it does not interfere with other park activities.
3. Possessing, allowing or permitting a dog in a Maricopa County Park without a current dog license.
4. Allowing dogs or other pets, other than seeing-eye or hearing guide dogs, within the confines of public park buildings.
5. Allowing dogs and/or other animals to create a nuisance, noise or disturbance in any area.
6. Failure of owners of pets to properly remove and dispose of any waste.
7. Scattering and/or depositing the ashes of any animal.

R-106 DISCHARGE OF FIREARMS, HUNTING AND TRAPPING

1. Except as provided by state law, discharging a firearm, shooting with bow and arrow, or setting traps except in locations provided for that purpose and as permitted by Arizona Game and Fish rules.

R-107 MOTOR VEHICLES AND BICYCLES

1. Operating any motorized vehicle except on roads and parking areas designated by the Department for such purpose.
2. Abandoning any vehicle in any area of a Maricopa County Park. Vehicles violating this section may be towed at the owner's expense.
3. Parking a motor vehicle or trailer or other device towed by a motor vehicle in such a manner whereby roads, parking areas or other traffic ways or traffic are blocked or otherwise impeded. Vehicles violating this section may be towed at the owner's expense if such violation constitutes blockage of any emergency lane or otherwise interferes with park operations.
4. Operating a bicycle in a careless or reckless manner, or in disregard of the safety of any person or property.
5. Utilizing bike ramps in non-designated areas.
6. Operating, without permission from the County, any motorized skateboard, motorized scooter, moped or like device.

R-108 WATERCRAFT AND SWIMMING

1. Bringing into, or operating any watercraft upon any body of water, except at such places and in such manner as designated for such use or purpose by the Department.
2. Storing or leaving any watercraft without first obtaining a permit issued by the Department or its authorized concessionaire.
3. Swimming in areas posted against such use.
4. Cliff jumping.

R-109 VANDALISM

1. Destroying, damaging, or removing any tree, shrub, wildflower, cactus, or any other vegetation, or any other vegetative product or by-products without first obtaining a written permit from the Department.
2. Destroying, damaging, defacing or removing any County property or property administered by the Department.

R-110 LITTERING

1. Depositing or abandoning garbage, sewage, refuse, trash, waste, or other obnoxious material, except in receptacles or containers provided for such purposes.
2. Throwing or breaking any glass, plastic or ceramic object leaving shards or other fragments on park property.

R-111 PUBLIC BEHAVIOR

1. Conducting one's self in a disorderly or intoxicated manner, or using threatening, abusive, or boisterous or insulting language, or conducting or participating in a disorderly assembly, or to solicit for any purpose.
2. Engaging in noisy conduct, operating generators or motors, operating radios, or otherwise making loud or disturbing noises that may disturb the peace of the area between the hours of 10:00 p.m. and 6:00 a.m.
3. Public urination or public defecation.
4. Engaging in noisy conduct that disturbs the peace.

R-112 CAMPING

1. Camping without first obtaining a written permit issued by the Department
2. Failure to obey all written or posted camping regulations.

R-113 FIRES

1. Building fires except in designated places.

2. Building fires in any area posted against such use.
3. Building wood or charcoal fires at any time posted against such activity (during fire ban).
4. Use of gas or propane stove or grills when use is prohibited (during extreme fire ban).
5. Abandoning any fire without completely extinguishing it.
6. Allowing a fire to escape from control.

R-114 PUBLIC OR COMMERCIAL ACTIVITIES

1. Conducting any activity or assembly outside the individual park's activity design or requiring the use of park areas which exclude the use by the general public without first obtaining a Special Use Permit from the Department.
2. Posting, placing, or distributing advertising material; erecting a fence or barrier (except under specific use management or lease agreements), constructing or occupying improvements; or enclosing County administered lands without first obtaining a Special Use Permit from the Department.
3. Using a loudspeaker, or public address system, or amplifier without first obtaining a Special Use Permit from the Department.
4. Using County administered lands for a commercial purpose without first obtaining a Special Use Permit or use management or lease agreement from the Department.

R-115 GLASS BOTTLES

1. Possessing glass, ceramic or hard frangible plastic beverage bottles.

R-116 AIRCRAFT AND ENGINE POWERED MODELS

1. Operating any passenger carrying aircraft of any nature or parachute, including parasailing, except in areas designated for such use by the Department or in an emergency situation.
2. Operating engine powered models and/or toys in any park area not designated for such use or in such a manner that it could be a hazard to the public.

R-117 INTERFERENCE WITH A PARK RANGER OR A PARK POLICE OFFICER

1. Interfering with any Park Ranger and/or Park Police Officer in the discharge of the Park Ranger's and/or Park Police Officer's duties.
2. Failing or refusing to obey any lawful command of any Park Ranger and/or Park Police Officer or other Certified Peace Officer.

R-118 TRAILS

1. Damaging, blocking, restricting or otherwise interfering with the use of a trail.
2. Throwing or rolling rocks or other items into valleys or canyons, down hillsides, mountainsides or trails.
3. Leaving a designated trail or walkway between trailheads.
4. Operating a bicycle, riding a horse, or hiking, except on trails designated for that use.
5. Failure to follow any sign that dictates the use or behavior on a trail.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 5, 2023

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Internal

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment reallocating appropriations in the amount of \$6,900 for document storage and disposal; Resolution #2023-128.

Motion:

I move to approve Resolution #2023-128.

Background:

Document storage and disposal is a citywide service and is currently used by multiple departments. Finance manages the payment of the invoices for this service and is requesting to have the budget authority to move funds from these various departments into the Finance department.

Objective Analysis:

Approval of this will move budget authority from various departments to the Finance department.

Policy Compliant:

This is compliant with the budget amendment policies and procedures.

Financial Impact:

There is no direct financial impact to the General Fund. However, there will be a decrease in operating authority for the Parks and Rec, Human Resources, Public Works, Community Development and Police departments, and an increase in the Finance department operating budget.

Budget Impact:

This is an ongoing budget impact to the Finance, Parks and Rec, Human Resources, Public Works, Community Development and Police departments.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. Res 2023-128 Bdgt Amend Manage Payments for Srvcs

RESOLUTION # 2023-128

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$6,900 FROM VARIOUS DEPARTMENT BUDGETS TO THE FINANCE DEPARTMENT BUDGET TO MANAGE THE PAYMENT FOR SERVICES MORE EFFICIENTLY.

WHEREAS, the FY2024 budget was adopted including funding for document storage and disposal services;

WHEREAS, the storage and disposal services are used by various departments;

WHEREAS, the FY2024 budget was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-128**Exhibit A**

1. Appropriation- The exhibit below represents a movement of budget authority in the amount of \$6,900 from various departments within the General Fund to the Finance department within the General Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Human Resources	Services	E	653,100	(600)	652,500
General Fund	Public Works	Services	E	2,624,200	(2,800)	2,621,400
General Fund	Police	Services	E	2,590,800	(700)	2,590,100
General Fund	Community Development	Services	E	1,782,200	(2,700)	1,779,500
General Fund	Parks and Recreation	Services	E	3,486,200	(100)	3,486,100
General Fund	Finance	Services	E	1,748,600	6,900	1,755,500
Expense Total				12,885,100	-	12,885,100
Revenue Total				-	-	-



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023

Contact Person: Donna Meuse, Human Resources
Director

Submitting Department: Human Resources
Staff Recommendations:

District: Citywide

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action amending the FY2024 budget by moving budget authority in the amount of \$7,111,400 for expenses and \$4,753,300 for revenue within the Risk Management Fund from City Attorney to Human Resources and amending the FY2024 Contract Awarding Authority List; Resolution #2023-26.

Motion:

I move to approve Resolution #2023-26.

Background:

Risk Management transferred from the City Attorney's Office to Human Resources in June of 2023.

This item is to move the Risk Management budget line items and amend the Contract Awarding Authority List accordingly.

Objective Analysis:

This action will provide the Human Resources Department with the necessary budget to facilitate financial transactions from the originating department.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

There will be no financial impact to the City as the line items are being transferred from one department to another.

Budget Impact:

This action will move budget authority from City Attorney to Human Resources.

FTE Impact:

This action includes the transfer of one FTE from the City Attorney's Office to Human Resources. This action does not increase the City's overall FTE.

ATTACHMENTS:

1. Resolution-Budget Amendment CAAL Impact FY24 (002)_JG Clean
-

RESOLUTION # 2023-26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$7,111,400 FOR EXPENSES AND \$4,753,300 FOR REVENUE FROM CITY ATTORNEY TO HUMAN RESOURCES WITHIN THE RISK MANAGEMENT FUND AND AMENDING THE FISCAL YEAR 2024 CONTRACT AWARDING AUTHORITY LIST BY MOVING AUTHORITY FROM CITY ATTORNEY TO HUMAN RESOURCES.

WHEREAS, the FY2024 budget was adopted including funding for Risk Management;

WHEREAS, Risk Management transferred from City Attorney to Human Resources;

WHEREAS, the FY2024 budget, including the FY2024 Contract Awarding Authority List, was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature; 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, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the Fiscal Year 2024 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-26**Exhibit A**

1. Appropriation- The exhibit below represents a movement of budget authority in the amount of \$7,111,400 for expenses and \$4,753,300 for Revenue within the Risk Management Fund from City Attorney to Human Resources to transfer the budget for Risk Management. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Risk Management - Int Svc Fd	City Attorney	Supplies	E	97,300	(97,300)	-
Risk Management - Int Svc Fd	Human Resources	Supplies	E	-	97,300	97,300
Risk Management - Int Svc Fd	City Attorney	Services	E	6,900,700	(6,900,700)	-
Risk Management - Int Svc Fd	Human Resources	Services	E	-	6,900,700	6,900,700
Risk Management - Int Svc Fd	City Attorney	Personnel Services	E	113,400	(113,400)	-
Risk Management - Int Svc Fd	Human Resources	Personnel Services	E	94,200	113,400	207,600
Risk Management - Int Svc Fd	City Attorney	Charges for Services	R	4,736,700	(4,736,700)	-
Risk Management - Int Svc Fd	Human Resources	Charges for Services	R	-	4,736,700	4,736,700
Risk Management - Int Svc Fd	City Attorney	Other	R	16,600	(16,600)	-
Risk Management - Int Svc Fd	Human Resources	Other	R	-	16,600	16,600
Expense Total				7,205,600	-	7,205,600
Revenue Total				4,753,300	-	4,753,300

2. Full-Time Equivalent (FTE) - One FTE will be transferred from City Attorney to Human Resources. This movement does not increase the City's overall FTE.

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
Risk Management - Int Svc Fd	City Attorney	1	(1)	0
Risk Management - Int Svc Fd	Human Resources	1	1	2

RESOLUTION # 2023-26
Exhibit B

1. Contract Awarding Authority List – Council approved certain items related to Risk Management on the Fiscal Year 2024 Contract Awarding Authority List. The movement below transitions the appropriate amounts from the City Attorney’s Office to Human Resources.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
24494	Risk Insurance Premiums	0	6,000,000	6,000,000
24495	Risk Insurance Deductibles	0	5,000,000	5,000,000
24496	Worker’s Comp Claims	0	5,000,000	5,000,000
24497	Worker’s Comp Premiums	0	5,000,000	5,000,000
24498	City Boot Program	0	300,000	300,000
24499	City Eye Protection Program	0	125,000	125,000
24820	MFCR Fund Assessment	0	700,000	700,000
24493	Misc Equipment & Agreements	550,000	1,000,000	1,550,000
24431	Risk Insurance Premiums	6,000,000	(6,000,000)	0
24432	Risk Insurance Deductibles	5,000,000	(5,000,000)	0
24433	Worker’s Comp Claims	5,000,000	(5,000,000)	0
24434	Worker’s Comp Premiums	5,000,000	(5,000,000)	0
24435	City Boot Program	300,000	(300,000)	0
24437	City Eye Protection Program	125,000	(125,000)	0
24438	MFCR Fund Assessment	700,000	(700,000)	0



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023

Contact Person: Jeanine Jerkovic, DIRECTOR -
ECON DEV

Submitting Department: Economic Development

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Agreement between the Greater Phoenix Economic Council (GPEC) and the City of Surprise for the Fiscal Year 2024 in the amount of \$76,092.

Motion:

I move to approve the Fiscal Year 2024 Agreement Between GPEC and the City of Surprise in an amount not to exceed \$76,092.

Background:

The Greater Phoenix Economic Council (GPEC) is a public-private partnership founded in 1989 to leverage resources to attract and grow business to Greater Phoenix. Their goal is to develop a high-performance economy by attracting high-quality investments and jobs. The annual agreement with GPEC provides Surprise with the opportunity to partner with GPEC to attract quality jobs to the community, to receive marketing services that reach a targeted national and international industry and site selection audience, and to engage with local industry leaders in initiatives to enhance the overall regional competitiveness. Surprise was an inaugural community member of GPEC and has been a member since 1990.

Over the history of our membership, GPEC has assisted Surprise with the location of several employers, most recently Tricolor Automotive (Project Red Car) and Rinchem. Previous locates have included Central Garden & Pet, Seattle Tacoma Box Company (SeaCa), Janus International, RioGlass Solar, Brentwood Industries, Gestamp Solar Steel, Campcorp Structures, Cobalt Rehabilitation Hospital, and IRIS USA.

Objective Analysis:

The City agrees to pay \$76,092 for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2023. This amount is based on approximately \$.4897 per capita, based upon the 2022 Office of Economic Opportunity population estimate, listing the City's population as 155,384.

Policy Compliant:

This action item is consistent with Council policy.

Financial Impact:

The amount of the FY2024 proposed contract is based on \$.4897 per capita, using the 2022 Office of Employment and Population Statistics, Arizona Department of Administration, estimating the City's population as 155,384.

Budget Impact:

This item has been approved by the Mayor and Council in the FY2024 budget. The total budget amount for this line item is \$76,092.

FTE Impact:

This item does not change the full time equivalent count.

ATTACHMENTS:

1. 1 - GPEC Agreement_approved 7-19-23
 2. 2 - Exhibit A FY24 Action Plan
 3. 3 - Exhibit B FY24 Metrics
 4. 4 - Exhibit C Target Industries
 5. 5 - Exhibit D FY24 Reporting draft
 6. 6 - Exhibit E FY24 City default
 7. 7 - Exhibit F FY24 Regional Cooperation Protocol Policy
 8. 8 - Community Benefits Report - Surprise
 9. 9 - 09.05.23 Surprise City Council presentation
-

AGREEMENT BETWEEN THE GREATER PHOENIX ECONOMIC COUNCIL AND THE CITY OF SURPRISE

The City Council of the CITY OF SURPRISE, an Arizona municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL, an Arizona non-profit corporation (“GPEC”). The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City, and the payments of the City to GPEC for the fiscal year July 1, 2023 - June 30, 2024 (“FY2024”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

- A. MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix’s competitiveness.
- B. GOALS:** GPEC is guided by and strategically focused on two specific long-range goals:
 - 1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
 - 2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.
- C. RETENTION AND EXPANSION POLICY:**
 - 1. GPEC’s primary role is developing the Greater Phoenix region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
 - 2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
 - 3. GPEC will support its member communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
 - 4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.
- D. ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC will implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”). GPEC will inform the City of any changes in the adopted Action Plan which materially affect or alter the priorities

established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, after providing the City with reasonable notice, in GPEC's reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required as a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC will solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and will be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, GPEC may revise these performance targets with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC will provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2023. Monthly Activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

In the event GPEC fails to meet any benchmark, GPEC will meet with the EDDT within 30 calendar days to provide an explanation of the relevant factors and circumstances, and to present a plan for improving performance in order to achieve the target(s) within the term of this Agreement. Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event, or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement. Such an event of default allows the City to terminate this Agreement pursuant to paragraph IV.J below.

II. RESPONSIBILITIES OF THE CITY

- A. STAFF SUPPORT OF GPEC EFFORTS:** To the extent permitted by law and/or the City's internal policies, the City will provide staff support to GPEC's economic development efforts as follows:
1. The City will respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if, in the City's sole discretion, the City desires to compete. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;
 2. The City will provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
 3. The City will provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;

4. The City will cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
5. The City will attempt in good faith to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;
6. In order to enable GPEC to be more sensitive to the City's requirements, the City will, at the City's sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC may not disclose the same to the other participants in GPEC, their representatives, or any other third parties without the express written permission of the City Manager;
7. The City will utilize good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself;
8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries");

B. RECOGNITION OF GPEC: The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix Region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of the City, at the City's own expense, are entitled to participate in GPEC's marketing events. GPEC will provide no funding or otherwise share in any way the expense with the City's expense related to participating in any GPEC marketing events. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **\$76,092** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2024. This amount is based on approximately \$.4897 per capita, based upon the 2022 Office of Economic Opportunity population estimate, listing the City's population as **155,384**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased during the term of this Agreement consistent with any changes in the per capita payments by other municipalities which support GPEC.

2. Funding of this Agreement is subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.
3. Nothing herein precludes the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder; and
4. GPEC will submit an invoice for payment due under this agreement pursuant to Paragraph III.B.1 on an annual basis within 30 days of City Council approval of Agreement.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, and to cooperate in furthering GPEC's goals for FY2024. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2025 contract.
3. The City agrees to work with GPEC during FY2024 to develop a revised public sector funding plan, including a regional allocation formula FY2025, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City has the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Surprise which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement is void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. The parties acknowledge that the services provided under this Agreement are being provided as an independent contract, not as an employee or agent of the City. City has no right to control GPEC beyond the results of GPEC's services contemplated pursuant to this

Agreement. GPEC has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC has no authority, express or implied, under to this Agreement to bind City to any obligation whatsoever.

- E. INDEMNIFICATION AND HOLD HARMLESS:** GPEC agrees to indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees for, from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, arising out of this Agreement for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity must notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and must give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E may be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. INSURANCE:** GPEC must procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

- G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings may be reviewed by any competent court consistent with Subsection L. In the event of such termination, the City is entitled to pursue all legal and equitable remedies against GPEC available to the City. Activities by an officer or employee of the City while engaged in official business with GPEC, including travel shall not be deemed a gratuity.

- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions do not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the City, GPEC will provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports will be accomplished upon forms furnished by the City or in such other format as the City may prescribe.

I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.

1. GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.
2. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all federal immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The City retains the legal right to inspect the papers of any employee of GPEC who works on this Agreement to ensure compliance with this warranty.
3. The City will not consider GPEC in material breach of the foregoing warranty if GPEC establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).
4. GPEC hereby certifies that it does not, and will not, participate in during the term of this contract, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. GPEC hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's

action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

5. In accordance with Arizona Revised Statutes § 35-394, GPEC hereby certifies and agrees that GPEC does not currently and shall not for the duration of this Agreement use 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If GPEC becomes aware during the term of this Agreement that GPEC is not in compliance with this Section, then GPEC shall notify the Town within five (5) business days after becoming aware of such noncompliance. If GPEC does not provide the Town with written certification that GPEC has remedied such noncompliance within one hundred eighty (180) days after notifying the Town of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

- J. **TERMINATION.** This Agreement will expire on June 30, 2023 unless otherwise extended by the Parties. In addition to the termination provisions otherwise set forth in this Agreement, including Section III(B)(2) above, City has the right to terminate this Agreement if GPEC fails to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied is given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default will be deemed to have occurred or to exist if, and so long as, GPEC commences such action within that period and diligently and continuously prosecutes the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.
- K. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder must materially comply with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. **INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona, in Phoenix, Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, will be tried according to the laws of the State of Arizona, and GPEC agrees that the venue for any such action will be in the State of Arizona as set forth above.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement must be in writing and is deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: Bob Wingenroth
 City Manager
 City of Surprise
 16000 N. Civic Center Plaza
 Surprise, Arizona 85374
 (623) 222-3300
 FAX: (623) 222-3301

And to: Robert Wingo
 City Attorney
 Surprise City Attorney's Office
 City of Surprise
 16000 N. Civic Center Plaza
 Surprise, Arizona 85374
 (623) 222-1120
 FAX: (623) 222-1101

If to GPEC: Chris Camacho
 President and Chief Executive Officer
 Greater Phoenix Economic Council
 Two North Central Avenue, Suite 2500
 Phoenix, Arizona 85004-4469
 (602) 256-7700
 FAX: (602) 256-7744

Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this section.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No councilmember, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- T. SEVERABILITY.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity has any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** To the extent permitted by law recognizing that the City is subject to Arizona Public Records laws set forth in the Arizona Revised Statutes, Title 39, this Agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose

Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the Party must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

X. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including ten (10) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan
Exhibit B – GPEC Performance Measures
Exhibit C – Targeted Industries
Exhibit D – Reporting Mechanism for Contract Fulfillment
Exhibit E – Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2023.

CITY OF SURPRISE, a municipal corporation

By: _____
Honorable Skip Hall, Mayor

ATTEST:

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Its: City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By: _____

Chris Camacho
President & Chief Executive Officer

GREATER PHOENIX ECONOMIC COUNCIL

Action Plan FY24



gpec.org // 602.256.7700

Letter from:

**Chris
Camacho**

President and CEO

Greater Phoenix
Economic Council

Over the past year, this market has seen major expansions planned by prominent companies, including Intel and Taiwan Semiconductor Manufacturing Company (TSMC). Along with their suppliers, these expansions are bringing billions of dollars of investments to the region and quickly making Greater Phoenix a national hub of semiconductor innovation. These legacy investments are bolstered by an increasing number of startups and small businesses choosing to establish themselves in Greater Phoenix – together growing and diversifying the regional economy.

Looking toward the future, I am filled with a sense of excitement and possibility. This is a time of rapid change and transformation. New technologies, ideas and industries are reshaping the world around us. As an organization dedicated to economic development and job creation, we are uniquely positioned to help shape that

future. This innovative undercurrent is reflected in the vibrant momentum of Greater Phoenix, recognized as one of the fastest-growing and most dynamic metropolitan areas in the United States.

At GPEC, we believe Greater Phoenix has the potential to be a global leader in innovation, entrepreneurship and sustainability. This market is home to the most dynamic and forward-thinking businesses in the world. Paired with a talented and diverse workforce, we are poised to meet the challenges of the future.

We cannot achieve this vision alone. It takes a collective effort from business leaders and policymakers to realize the full potential of a region. We must work together to create a welcoming environment for new ideas and new investments. A market that fosters creativity and collaboration ensures everyone is given the opportunity to succeed.

“At GPEC, we believe Greater Phoenix has the potential to be a global leader in innovation, entrepreneurship and sustainability.”

”

The tactics outlined in this action plan will promote Greater Phoenix as a leading market that drives innovation in a dynamic, anti-fragile and equitable economy where all residents benefit and prosper, and reinforces GPEC’s place as a preeminent economic development organization, providing value to its private and public sector partners.

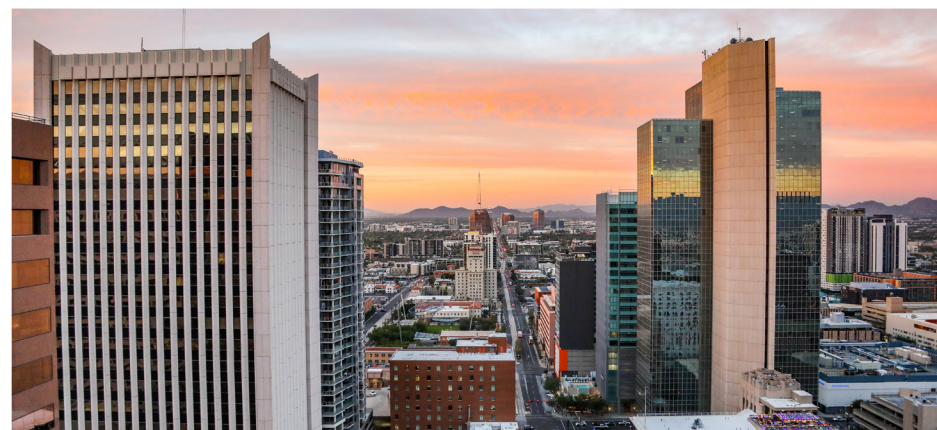
Thank you for your continued support and dedication to our shared vision.



Chris Camacho
President & CEO, GPEC

Our Mission

To attract and grow quality businesses, and advocate for Greater Phoenix's competitiveness.



Our Values

The GPEC Way

- ➡ We are an inclusive, diverse family
- ➡ We are change agents
- ➡ We lead from the front
- ➡ We promote intellectual curiosity
- ➡ We remain on the edge
- ➡ We are tenacious
- ➡ We are agile and adapt to change
- ➡ We are committed to selfless service

Our Vision

Be the leading market driving innovation in a dynamic, anti-fragile and equitable economy that enables all residents to benefit and prosper.

FY23-25 Strategic Plan Goals:

GOAL 1

Lead an ambitious shared vision for the region's economic future

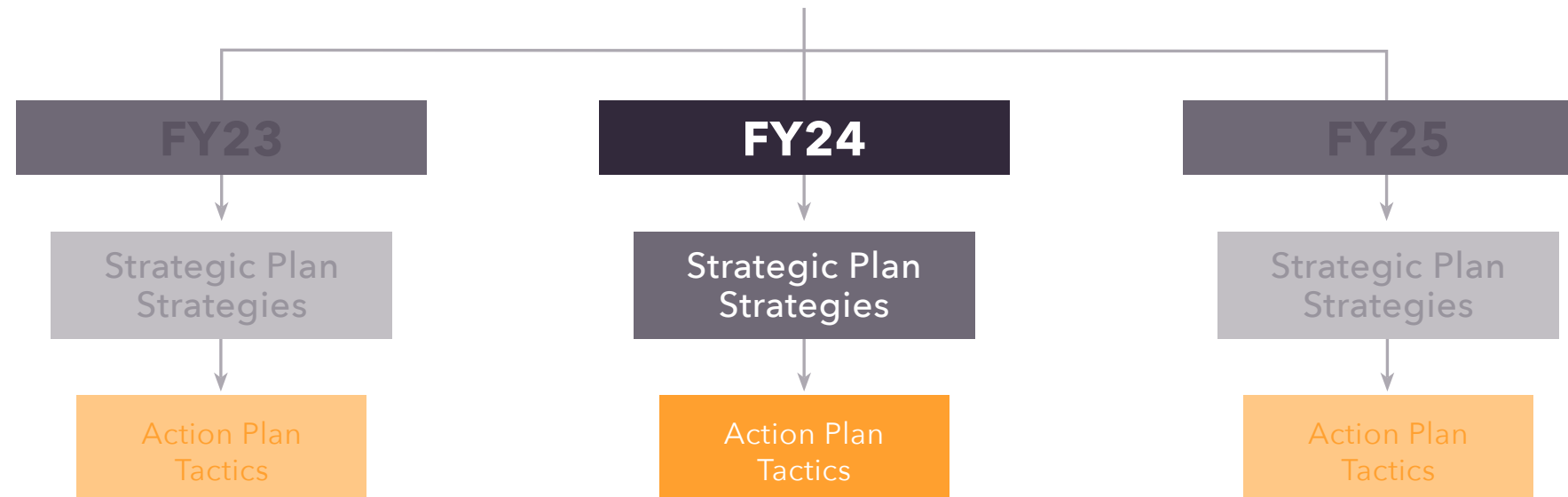
GOAL 2

Enhance the foundation of the future economy with a focus on emerging and innovation-driven industry sectors

GOAL 3

Expand organizational capacity to serve the Greater Phoenix economic ecosystem and meet the needs of the market

Three-year Strategic Plan Goals



FY24: Strategies and Tactics

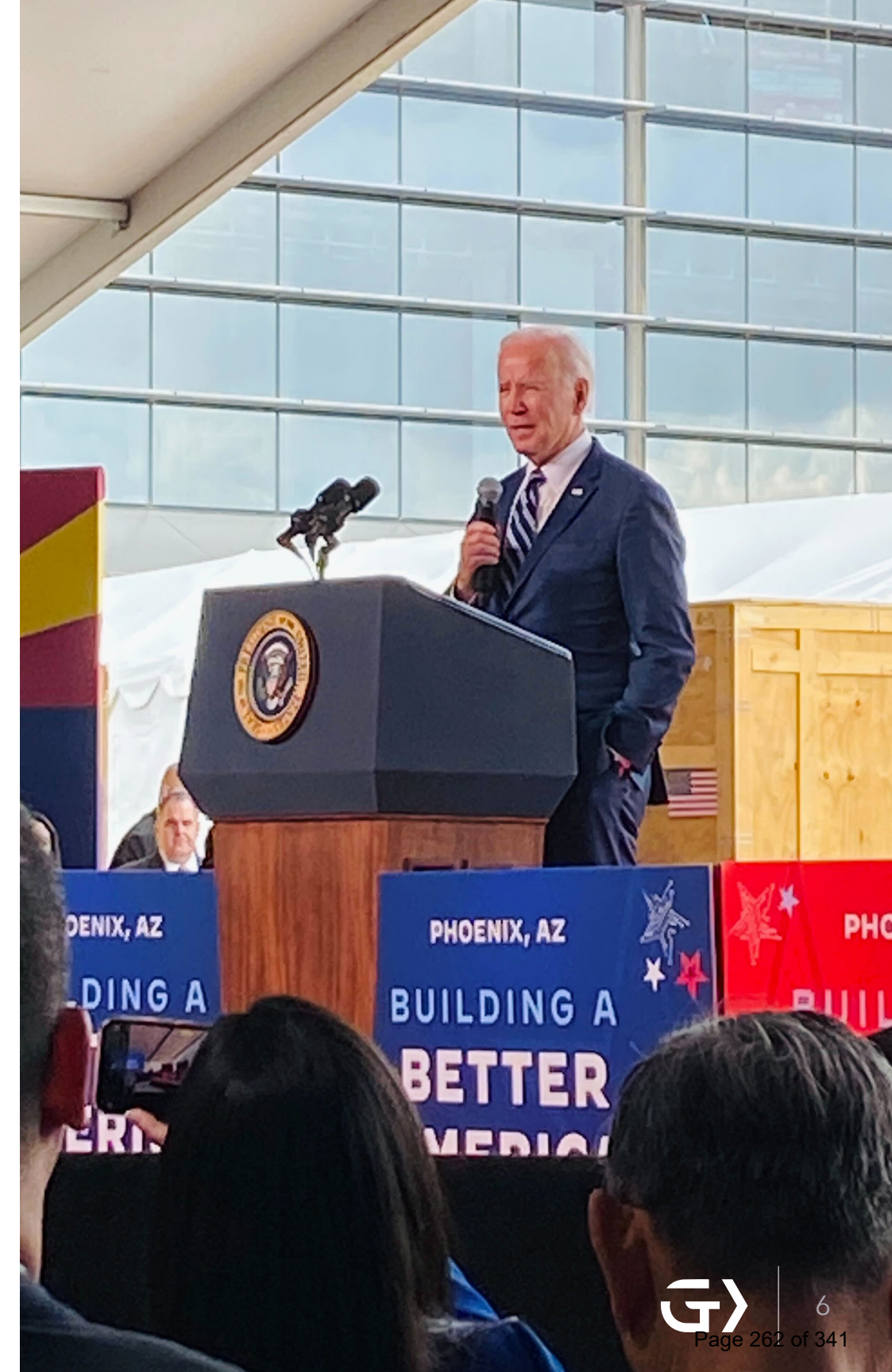
Working collaboratively with partners at the local, state and federal level FY24 will focus on amplifying opportunities for action on economic imperatives impacting the Greater Phoenix region.

Strategies

- ⊕ Convene the community to articulate a vision for the region's future and inspire action around key economic imperatives
- ⊕ Drive conversations around policy priorities that enhance the pillars of an innovation economy such as infrastructure, education and workforce development, smart and agile land use, and a capital-friendly environment
- ⊕ Be a leading voice regionally and nationally on economic development priorities and strategies

Tactics:

- ✓ Establish regional economic health metrics and share them through a centralized resource
- ✓ Continue to monitor and amplify messages addressing regional imperatives to encourage progress
- ✓ Provide a platform for organizations working to address regional imperatives that expands their reach
- ✓ Advocate for Greater Phoenix's economic roadmap with to state leadership to gain key investments
- ✓ Continue publishing thought leadership that drives a strategic regional vision using data and analytics
- ✓ Utilize the Washington D.C. ExecMission to advocate for the region's federal priorities by addressing key decision-makers
- ✓ Host the 2024 IEDC Leadership Summit
- ✓ Utilize owned media channels to amplify regional messaging and grow GPEC's influence
- ✓ Continue to advocate for national competitiveness by serving on the Secretary of Commerce's Investment Advisory Council
- ✓ Pursue national media opportunities to elevate the region and proactively shape narratives about Greater Phoenix
- ✓ Engage site selection consultants and key multipliers to enhance awareness about Greater Phoenix





STRATEGIC PLAN GOAL 2

FY24: Strategies and Tactics

FY24 will build on the successes of the past year, proactively engaging audiences nationally and internationally to reinforce Greater Phoenix as a premier location for investment and expansion.

Strategies

- ⊕ Fortify business attraction efforts to remain best-in-class and execute on sector-focused strategies
- ⊕ Enhance the perception of the Greater Phoenix market as a premier location for people and businesses to live, grow and work
- ⊕ Lead on data analytics and cutting-edge research capabilities to provide intelligence to clients and stakeholders
- ⊕ Intensify support for regional entrepreneurship with a focus on equity, capital strategies and innovation in collaboration with regional partners

Tactics:

- ✓ Share success stories of companies expanding and relocating to the region
- ✓ Convey key messaging that resonates with international audiences to draw attention to Greater Phoenix on the international stage
- ✓ Collaborate with international groups to enhance international connectivity and support foreign direct investment and expansion in Greater Phoenix
- ✓ Maintain consistent messaging on key topics and regional competitiveness by providing stakeholders with accurate data and information
- ✓ Highlight resources for new residents and companies to assist in their full integration into the Greater Phoenix ecosystem
- ✓ Leverage key stakeholder and partner expertise to enhance messaging
- ✓ Develop and circulate data and tools that assess market risk, workforce availability, and economic vitality while identifying upcoming trends
- ✓ Continue to collaborate with partner organizations to provide unique data and analytics that inform activities related to regional economic imperatives
- ✓ Utilize qualitative and quantitative data points to develop compelling narratives
- ✓ Continue to support efforts in-market that highlight the regional entrepreneurship ecosystem and growth companies to attract capital interest
- ✓ Showcase and publicize local companies that receive investment via GPEC's channels

FY24: Strategies and Tactics

Building on its strong foundation, GPEC will continue to leverage internal strengths in FY24 to ensure organizational health and demonstrable value to its stakeholders while maintaining best-in-class processes and talent.



Strategies

- ⊕ Grow capacity through increased investment and diversified funding to provide resources that enable execution against strategic economic initiatives
- ⊕ Coordinate with key stakeholder groups to enable an agile response to the needs of Greater Phoenix
- ⊕ Evaluate organizational metrics to measure impact beyond business attraction
- ⊕ Invest in and fortify internal capabilities through recruitment and professional development to maintain a best-in-class economic development team anchored in innovation
- ⊕ Evaluate best practices and bylaws to ensure the GPEC's Board of Directors remains high-caliber and activated to support the organizational mission

Tactics:

- ✓ Build on GPEC's strong reputation to garner more public company investment
- ✓ Evaluate federal opportunities for funding that encourages innovation and cluster development in the region
- ✓ Provide unparalleled value to investors and maintain high levels of recurring investment
- ✓ Grow the reach of GPEC's Regional Reports and Ambassador program to engage regional stakeholders with captivating content that provides education about the region
- ✓ Work with communities via the Community Partnership Program to initiate creative solutions and innovative best practices
- ✓ Collaborate with research and economic development professionals across organizations to hone best practices in addressing regional needs
- ✓ Evaluate and benchmark peer regions to improve upon best practices and understand competitive market advantages
- ✓ Leverage stakeholder expertise to implement new metrics
- ✓ Continue to highlight GPEC staff as experts in their respective fields via recognition, certification and speaking opportunities
- ✓ Provide professional development opportunities to enhance knowledge and depth of economic development practices
- ✓ Remain preeminent in systems management
- ✓ Ensure GPEC is a top regional and national employer by sustaining a focus on diversity, equity and inclusion measures
- ✓ Engage GPEC's Board through creative opportunities for mutual support of organizational missions and further connection with staff and stakeholders
- ✓ Activate Board experience to support GPEC in the execution of priority initiatives

Metrics and Budget Overview

GPEC calculated the metrics for FY24 based on historical performance and recent trends in office and industrial prospect activity.

FY24 Metrics			
	Contract	Target	Stretch
Payroll (in Millions)	\$412.84	\$458.71	\$504.58
Jobs	7,060	7,845	8,629
- High-Wage Jobs	3,738	4,153	4,569
Average High-Wage Salary	\$66,243	\$73,603	\$80,963
Qualified Prospects	233	259	285
- Qualified International Prospects	43	48	53
GPEC Assists	10	12	14
Stakeholder Satisfaction with Business Attraction ¹	7.0	7.3	7.6
Community Return on Investment ²	40:1	44:1	48:1
Stakeholder Satisfaction with Competitive Position ¹	7.0	7.3	7.6

¹ Average result from respondents of EDDT and Board of Directors end of year surveys

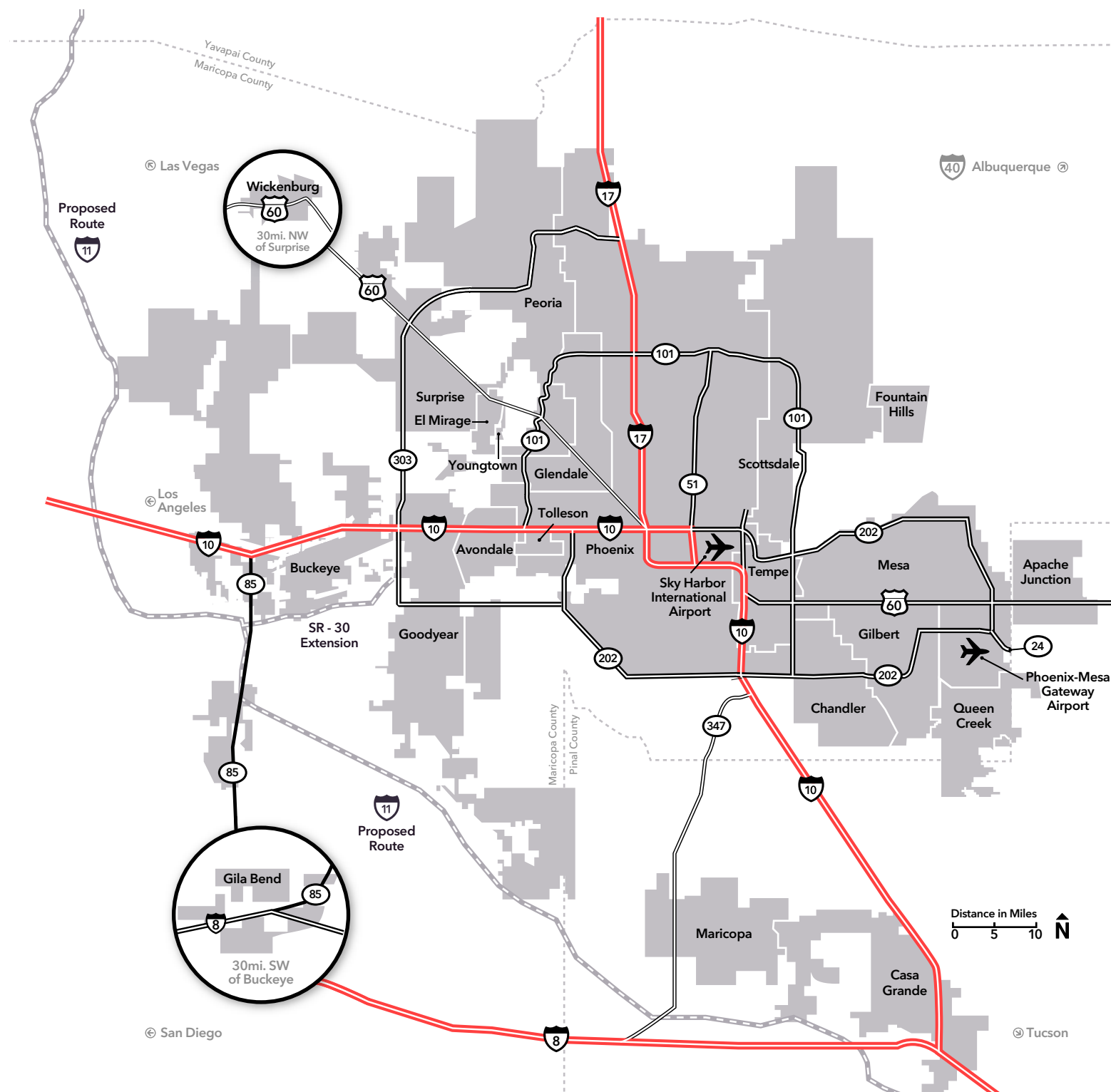
² ROI is calculated as a ratio of direct revenue from GPEC locates divided by funding from GPEC member communities

Revenues	Approved FY24	Approved FY23	YOY Var. \$	YOY Var. %
City/County Contract Revenue	\$2,863,157	\$2,822,580	\$40,577	1%
Pledge Revenue	\$4,020,525	\$3,783,476	\$237,049	6%
New Pledges	\$425,000	\$500,000	\$(75,000)	(15%)
In-Kind Contributions	\$140,500	\$140,500	\$-	0%
Special Events & Programs	\$202,000	\$181,609	\$20,391	11%
Sponsorship Income	\$320,000	\$281,000	\$39,000	14%
Grant Income	\$-	\$-	\$-	0%
Other Income	\$1,000	\$1,000	\$-	0%
Total Revenue	\$7,972,182	\$7,710,165	\$262,017	3%
Expenses	Approved FY24	Approved FY23	YOY Var. \$	YOY Var. %
Business Development	\$772,695	\$716,878	\$55,817	8%
Marketing & Communications	\$538,268	\$474,278	\$63,990	13%
Research & Analytics	\$297,988	\$261,720	\$36,268	14%
Engagement	\$168,197	\$167,647	\$550	0%
Strategy	\$-	\$67,680	\$(67,680)	(100%)
Regional Initiatives	\$245,365	\$249,235	\$(3,870)	(2%)
Operations	\$467,681	\$474,270	\$(6,589)	(1%)
Personnel	\$4,972,596	\$5,072,166	\$(99,570)	(2%)
Facilities	\$577,001	\$561,033	\$15,968	3%
Special Events & Programs	\$249,000	\$181,609	\$67,391	37%
Total Expenses	\$8,288,791	\$8,226,516	\$62,275	1%
Net Income/(Loss)	\$(316,609)	\$(516,351)	\$199,742	(39%)

Our Communities

22 cities, towns & Maricopa County

- Apache Junction
- Avondale
- Buckeye
- Casa Grande
- Chandler
- El Mirage
- Fountain Hills
- Gila Bend
- Gilbert
- Glendale
- Goodyear
- Maricopa
- Mesa
- Peoria
- Phoenix
- Queen Creek
- Scottsdale
- Surprise
- Tempe
- Tolleson
- Wickenburg
- Youngtown



Investors

Visionary Level



Champion Level



Accelerator Level



Builder Level

- Acronis SCS
- Air2o
- Alliance Bank of Arizona
- American Airlines
- American Express
- Arizona Coyotes
- Arizona Diamondbacks
- Arizona Republic / LOCALiQ
- Bank of America
- Banner Health
- Benchmark Electronics, Inc.
- BMO Harris Bank
- BOK Financial
- Brookfield Residential
- CBRE
- Chicanos Por La Causa
- Clayco
- Cousins Properties, Inc.
- Creighton University
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- DSV
- Early Warning
- EMD Electronics
- Empire Southwest
- Ernst & Young
- Freeport McMoRan Inc.
- Global Credit Union
- Goodmans Interior Structures
- Goodwill of Central and Northern Arizona
- Grand Canyon University
- Helios
- Hensel Phelps
- Honeywell

- HonorHealth
- Intel Corporation
- Isola Group
- JE Dunn Construction
- Kitchell
- Knight-Swift Transportation
- M Culinary
- Mayo Clinic
- MidFirst Bank
- Mortenson
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- Polsinelli
- Quarles & Brady
- Rise48 Equity
- Sherman & Howard
- Snell & Wilmer LLP
- Squire Patton Boggs
- Valley Metro
- Valley of the Sun United Way
- Vitalant
- Weitz Company

Advocate Level

- Aerotek
- Aetna
- Alston Construction
- Archicon L.C. Architecture
- Arizona Israel Technology Alliance
- Baker Development
- Bell Bank
- Blue Cross Blue Shield of Arizona

- Bridge Relocation Concierge
- Bristol Myers Squibb
- BRPH
- Bryan Cave Leighton Paisner LLP
- Brycon Construction
- Burns & McDonnell
- Cancer Treatment Centers of America
- CapRock Partners
- Colliers International
- Commonwealth Land Title National Commercial Services
- Cresa
- Crescent Crown Distributing
- Crown Realty & Development
- Cushman & Wakefield
- Davis Architecture
- De Rito Partners
- Deloitte
- Deutsch Architecture Group
- DFDG Architecture
- Dircks Moving & Logistics
- DLR Group
- DP Electric
- DPR Construction
- El Dorado Holdings
- EmployBridge
- Enterprise Bank & Trust
- Equality Health
- Everest Holdings
- Expedient
- FCL Builders
- FirstBank
- Flinn Foundation
- Gammage & Burnham
- GCON

- Global Roofing Group
- Gray Construction
- Graycor Construction
- Green Maple Law Group
- Haydon Building Corp
- hardison/downey construction
- Hensley
- Hines
- Holualoa Companies
- HotFoot Recruiters
- Hunt, Guillot & Associates, LLC
- Immedia
- Irgens
- JLL
- Land Advisors Organization
- Lee & Associates
- Lincoln Property Company
- Mack Real Estate Group
- Meritage Homes
- MHG Relocation Services
- MST Solutions
- Nationwide Realty Investors
- Northern Trust
- Off Madison Ave
- Okland Construction
- Olsson
- OneAZ Credit Union
- Opus Development Company
- Page
- Partners Personnel
- Pathward
- Phoenix Children's Hospital
- Preferred Lending Partners
- Rexco

- Rider Levett Bucknall
- RK Logistics Group
- RSM
- Ryan Companies US Inc.
- SDB Contracting Services
- Silicon Valley Bank
- Skanska
- SmithGroup
- Social Television Network (STN)
- Southwest Airlines
- Southwest Gas Corporation
- Spencer Fane LLP
- Sunbelt Holdings
- Sundt Construction
- Terracon
- The Howard Hughes Corporation
- The Plaza Companies
- Trammell Crow Company
- Transwestern Commercial Services
- TSMC
- University of Arizona
- USAA
- ViaWest Group
- Wespac Construction, Inc
- Wexford Science + Technology
- Willmeng Construction
- Wist Office Products

Supporter Level

- Air Products and Chemicals, Inc.
- Arizona Community Foundation
- Atmosphere Commercial Interiors
- Avnet Inc.

- BNSF Railway
- Caliber Companies
- Carvana
- Chicago Title Insurance Company - Arizona
- CoStar Group
- Cypress Office Properties
- Enterprise & National Car Rental
- Equity Land Group
- Girl Scouts - Arizona Cactus - Pine Council
- Globe Corporation
- Horrocks Engineers
- Industrial Storage
- KTAR
- Lyft
- Macerich
- Merit Partners
- Meta
- Midwestern University
- MSSBTA
- National Bank of Arizona
- Newmark Knight Frank
- Northrop Grumman
- Prologis
- qBotica
- RED Development
- Resolution Copper
- Sunstate Equipment Company
- TerraCap Management
- The Austin Company
- Trinity Capital Investments
- Union Pacific Railroad
- Van Trust Real Estate LLC
- Western State Bank
- WhiteHaven
- Zillow



Connect. Engage. Listen. Share.

Engage with us year-round for timely updates
on the innovative ways we're advancing
Greater Phoenix, *together*.

EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2024

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	\$412.84M
2. Total Number of Jobs Created	7,060
3. Total Number of High-Wage Jobs¹	3,738
4. Average High-Wage Salary	\$66,243
5. GPEC Assists²	10
6. Number of Qualified Prospects	233
7. Number of Qualified International Prospects	43
8. Community Return on Investment³	40:1

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently \$59,245).
2. GPEC Assists: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size for example; and would otherwise be listed as “non-reported locates.”
3. ROI is calculated as a ratio of direct revenue from GPEC locates to all member communities divided by funding from GPEC member communities

EXHIBIT C

TARGETED INDUSTRIES

FY2024

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2024, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software.

Member communities will target the following:

Apache Junction

Manufacturing (focus on electronic equipment & components and electric & autonomous vehicles), distribution/logistics, retail, and hospitality/entertainment/tourism

Avondale

Healthcare; hospitality/tourism; manufacturing & logistics, technology; retail & entertainment; and technology

Buckeye

Advanced business services; renewable energy; high tech (data center and services); environmental technology/sustainability; standard and advanced manufacturing; medical and educational institutions; logistics/transportation/distribution; small business/incubator; aerospace/aviation; and ag-tech

Casa Grande

Advanced manufacturing; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler

Advanced business services; corporate/regional headquarters; healthcare; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

El Mirage

Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

Fountain Hills

Advanced business services; financial services; healthcare, medical, bio-life sciences and wellness; entrepreneurship/small business; tourism; and retail

Gila Bend

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

Gilbert

Aerospace/aviation and defense; advanced business and professional services; finance and insurance; healthcare and education services; information communication technology; manufacturing; clean and renewable technology; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear

Advanced business services; advanced manufacturing; medical manufacturing; aerospace, aviation and defense; corporate and regional headquarters; entrepreneurial/start-ups; technology; healthcare and biomedical (treatment, medical diagnostics, research & development); and higher education

Maricopa (City)

Professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce; semiconductor; EV manufacturing; high tech; and research and development

Mesa

Standard and advanced manufacturing including medical device; automotive technology and aerospace/aviation/defense; advanced business services; cybersecurity; information technology; healthcare/life sciences; mission critical operations; tourism; regional and corporate centers; and research & development

Peoria

Advanced business and financial services; aerospace/airport; advanced manufacturing; bioscience and healthcare; technology and innovation; innovation; and research and development

Phoenix

BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries, EV and their supply chains; higher education; trade and FDI; circular economy; food system entrepreneurship and innovation

Queen Creek

Advanced Manufacturing; agritainment/destination tourism; healthcare; I.T./software; and business services

Scottsdale

IT services and software; financial and insurance services and technology; healthcare services and innovation; logistics Management; tourism; and corporate headquarters

Surprise

Advanced business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; signature retail; specialty services for global companies/FDI; tourism and hospitality

Tempe

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development,

treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; software as a service; clean tech, renewable energy and manufacturing

Tolleson

E-Commerce/fulfillment centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg

Resort/tourist-oriented development; healthcare with an emphasis on behavioral health; transportation & distribution; expanded retail opportunities; senior industries, equestrian and rodeo industries

Youngtown

Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D
FY 2024
REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				
COMMUNITY RETURN ON INVESTMENT				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. **Commercial General Liability** - Occurrence Form
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project
Products-Completed Operations Aggregate
Personal & Advertising Injury
Each Occurrence
Fire Damage (Any one fire)
Directors and Officers
Medical Expense (Any one person) Optional

2. **Automobile Liability** - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit
Per Accident for Bodily Injury and Property Damage

3. **Workers' Compensation and Employers' Liability**
Workers' Compensation Statutory
Employers' Liability

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. Verification of Coverage. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. Approval. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy

Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).
7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.
8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.
9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.
10. Agree that the consideration of a future community to GPEC's membership will be brought before

EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.
12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.
13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.
15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTs will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.
16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

City of Surprise Community Benefits Report

39:1
Revenue Return

Surprise Investment

\$76,092

Funding Request for FY24

AZ Office of Economic
Opportunity 2022 population

\$73,313

Previous Funding for FY23

AZ Office of Economic
Opportunity 2021 population

GPEC has assisted 229 locates in Greater Phoenix in the last five years, including one in Surprise, creating 30 jobs and \$20 million in capital investment.

Surprise Locate



West Valley Locates



WILLIAMS-SONOMA

Results Through Regional Success

The City of Surprise benefits from site location projects and GPEC activities that occur across the region. Economic development projects create value by generating public and private revenues.

Commute patterns and retail studies show that employees of 'locates' live and spend their incomes in all Greater Phoenix communities. Thus, when a company selects a Greater Phoenix location, all communities benefit with increased tax revenues. GPEC-assisted locates have created 2,721 jobs region-wide for Surprise residents over the past five years.

Return on Investment (5-Yr Trend)

\$39

of direct revenue¹ for
every \$1 invested

\$81

of total revenue² for every
\$1 invested

\$178.7M

in new consumer
spending generated by
new Surprise jobs and
employed Surprise
residents. An addition of
\$161.1 million created by
multiplier effects results in
total consumer spending
of \$339.8 million.

\$13.2M

in new Surprise direct
revenues (boosted to \$27.1
million when including
related multiplier effects of
\$13.9 million).

¹ Includes property, sales and utility taxes, as well as state-shared and other local revenues.

² Includes direct revenues plus those generated by related supplier and consumer jobs.

³ Estimates are from the Greater Phoenix Consensus Impact Model. In 1999, GPEC and our members developed the region's first-ever consensus-based revenue and economic impact model. Based on nationally accepted multiplier data provided by IMPLAN, the model is customized to calculate economic and revenue benefits for GPEC's members and the State of Arizona.

Community Leadership

Leadership is critical to ensuring the success of your community, GPEC and the region's economic vitality.

Engagement Opportunity	Surprise Involvement
GPEC Board of Directors	Chet Keizer (Ottawa University) Scott Phillips (Carefree Partners)
GPEC Executive Committee	Scott Phillips (Carefree Partners)
Economic Development Directors Team (EDDT)	Jeanine Jerkovic Mike Hoover Stacy Cieszynski Heather Donaldson Kirsten Hall Brad Mecham
Mayors and Supervisors	Mayor Skip Hall
Certified Ambassadors	Jeanine Jerkovic Mayor Skip Hall Kirsten Hall Mike Gent

About GPEC

Established in 1989, the Greater Phoenix Economic Council (GPEC) actively works to attract and grow quality businesses and advocate for the competitiveness of Greater Phoenix. As the regional economic development organization, GPEC works with 22 member communities including Surprise, Maricopa County and more than 200 private investors to accomplish its mission and serve as a strategic partner to companies across the world as they expand or relocate.

Regional Results Summary

	FY23	FY22	5 Year Total
Payroll Generated (\$M)	\$560.06	\$635.0	\$2,870.4
Jobs	7,731	10,859	47,085
Hi-Wage Jobs	5,019	4,748	26,580
Average Salary	\$72,443	\$58,477	\$60,961
Qualified Prospects	246	272	1,312
Assisted Locates	37	55	229
Capital Investment (\$M)	\$29,653.5	\$3,211.7	\$51,333.3

Strategic Collaboration

The City of Surprise advances GPEC's mission of attracting quality companies to the region by:

- Responding to prospect requests for proposals
- Participating in prospect community visits
- Hosting Fam Tours, tailored events for high-level decision-makers
- Prospecting at trade shows, conferences and sales missions to expand the project pipeline

Competitive Intelligence

GPEC offers the City of Surprise access to the following unique tools and expertise:

- Comprehensive demographic, labor, targeted industry information and marketing assistance
- CoStar real estate database
- MetroComp operating cost-comparison software for 50 markets
- Greater Phoenix Consensus Impact Model analysis
- Customized research requests

GPEC FY23-25 Strategic Plan

Greater Phoenix will be the leading market driving innovation in a dynamic, anti-fragile and equitable economy that enables all residents to benefit and prosper. The FY23-25 strategic plan will drive to that outcome through three overarching goals:

- Lead an ambitious shared vision for the region's economic future
- Enhance the foundation of the future economy with a focus on emerging and innovation-driven industry sectors
- Expand organizational capacity to serve the Greater Phoenix economic ecosystem and meet the needs of the market

City of Surprise Council Meeting

TUESDAY, SEPTEMBER 5TH, 2023

GPEC & City of Surprise

Regional Results

Regional Results Summary

	FY23	FY22	5-Year Total
Payroll Generated (in millions of dollars)	\$560.1	\$635.0	\$2,870.4
Jobs	7,731	10,859	47,085
High-Wage Jobs	5,019	4,748	26,580
Average Salary	\$72,443	\$58,477	\$60,961
Qualified Prospects	246	272	1,312
Assisted Locates	37	55	229
Capital Investment (in millions of dollars)	\$29,653.5	\$3,211.7	\$51,333.3

Results Through Regional Success

The City of Surprise benefits from site location projects and GPEC activities that occur across the region. Economic development projects create value by generating public and private revenues.	When a company selects a Greater Phoenix location, all communities benefit with increased tax revenues.
Commute patterns and retail studies show that employees of “locates” live and spend their incomes in all Greater Phoenix communities.	GPEC-assisted locates have created 2,721 jobs region-wide for Surprise residents over the past five years.

Recent West Valley Announcements



Surprise
30 Phase 1 Jobs
75,000 SF

Project
Red Car

Surprise
133 Phase 1 Jobs
258,000 SF



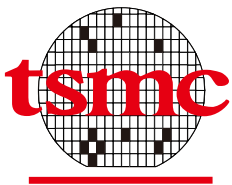
Phoenix
150 Phase 1 Jobs
117,000 SF



Buckeye
1,708 Phase 1 Jobs
1,000,000 SF



Goodyear
178 Phase 1 Jobs
190,516 SF



Phoenix
4,500 Phase 1 Jobs*
4,800,000 SF*
**Between two projects*

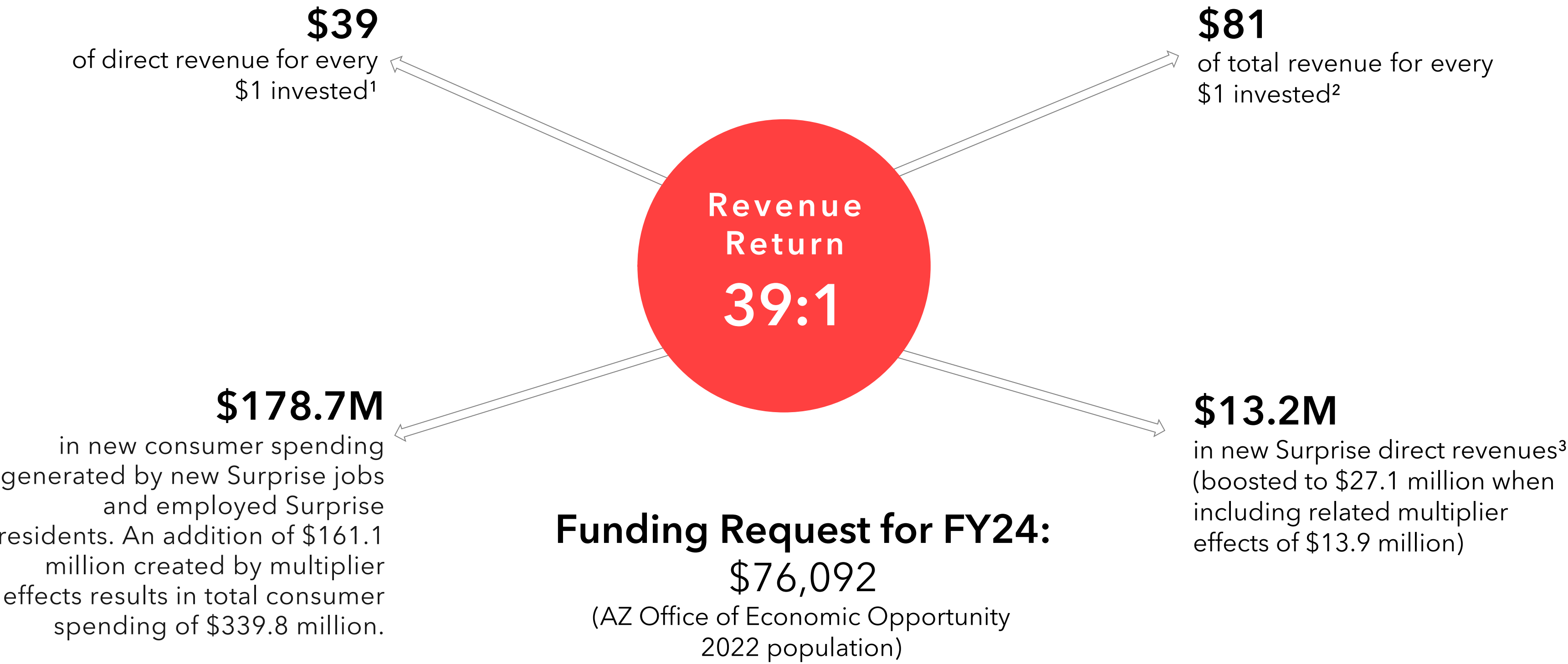


Glendale
300 Phase 1 Jobs
637,040 SF

WILLIAMS-SONOMA

Glendale
1,716 Phase 1 Jobs
1,200,000 SF

Surprise 5-Year Trend on Revenue Return



¹ Includes property, sales and utility taxes, as well as state-shared and other local revenues.
² Includes direct revenues plus those generated by related supplier and consumer jobs.
³ Revenue estimates are from the Greater Phoenix Consensus Impact Model. In 1999, GPEC and our members developed the region's first-ever consensus-based revenue and economic impact model. Based on nationally accepted multiplier data provided by IMPLAN, the model is customized to calculate economic and revenue benefits for GPEC's members and the State of Arizona.

Surprise and GPEC Partnership

Strategic Collaboration

The City of Surprise advances GPEC's mission of attracting quality companies to the region by:

- Responding to prospect requests for proposals
- Participating in prospect community visits
- Joining Fam Tours, tailored events for high-level decision makers
- Prospecting at trade shows, conferences and sales missions to expand the project pipeline

Competitive Intelligence

GPEC offers the City of Surprise access to the following unique tools and expertise:

- Comprehensive demographic, labor, targeted industry information and marketing assistance
- Regional real estate database
- Metro comparisons between 50 markets
- Greater Phoenix consensus impact model analysis
- Customized research requests
- Ambassador events - educational programming about issues critical to economic development

FY23-25 Strategic Plan Goals:

GOAL 1

Lead an ambitious shared vision for the region's economic future

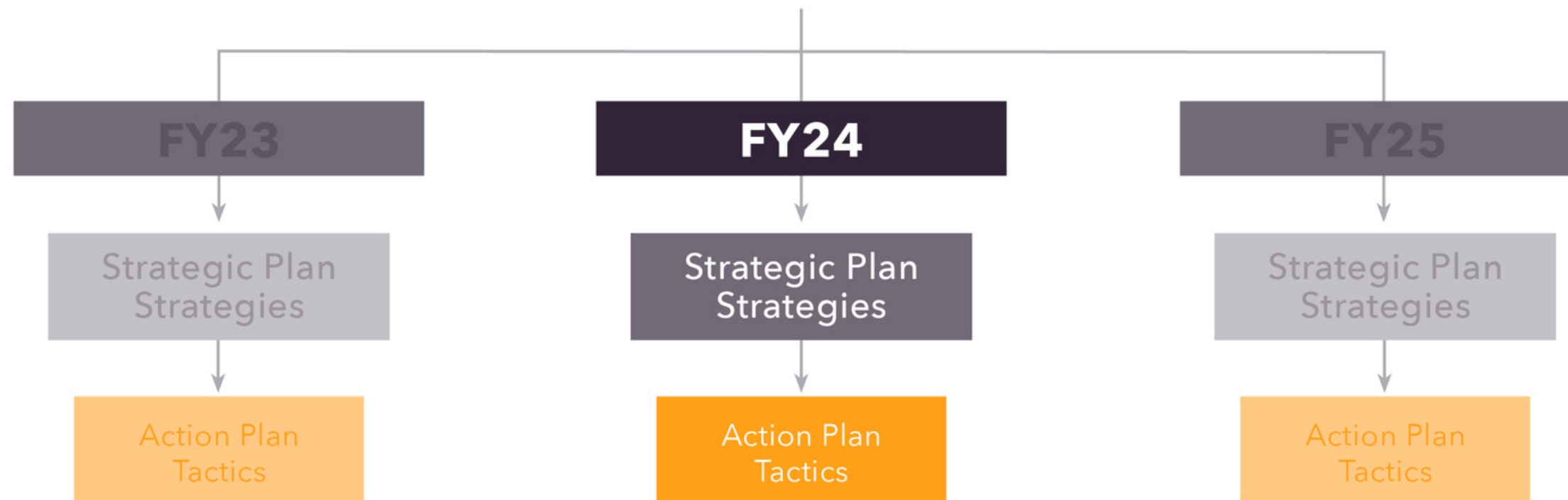
GOAL 2

Enhance the foundation of the future economy with a focus on emerging and innovation-driven industry sectors

GOAL 3

Expand organizational capacity to serve the Greater Phoenix economic ecosystem and meet the needs of the market

Three-year Strategic Plan Goals





Metrics Update



METRICS UPDATE

FY23 Quick Overview

Prospect Stats



37 Companies
Located in FY23



\$29.65 Billion
In Capital Investment



7,731 Jobs
Created in the Region



\$84,680
Avg. High Wage Salary

YTD FY23 Prospect Activity

Active Prospects	219
FY23 Prospects	246
Capital Investment Potential*	\$144.3 Billion
Jobs Potential*	64,152
Square Footage Potential*	77.3 Million

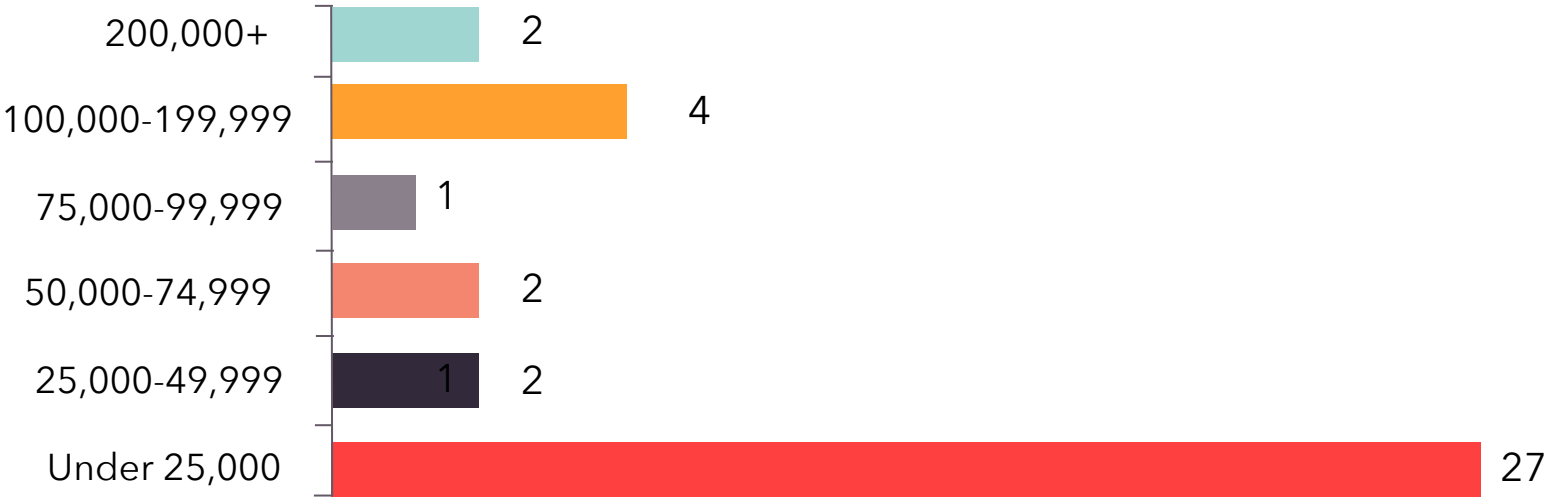
**Prospect Potential. Numbers as of June 30th*

FY23 Prospects by Type and Operation

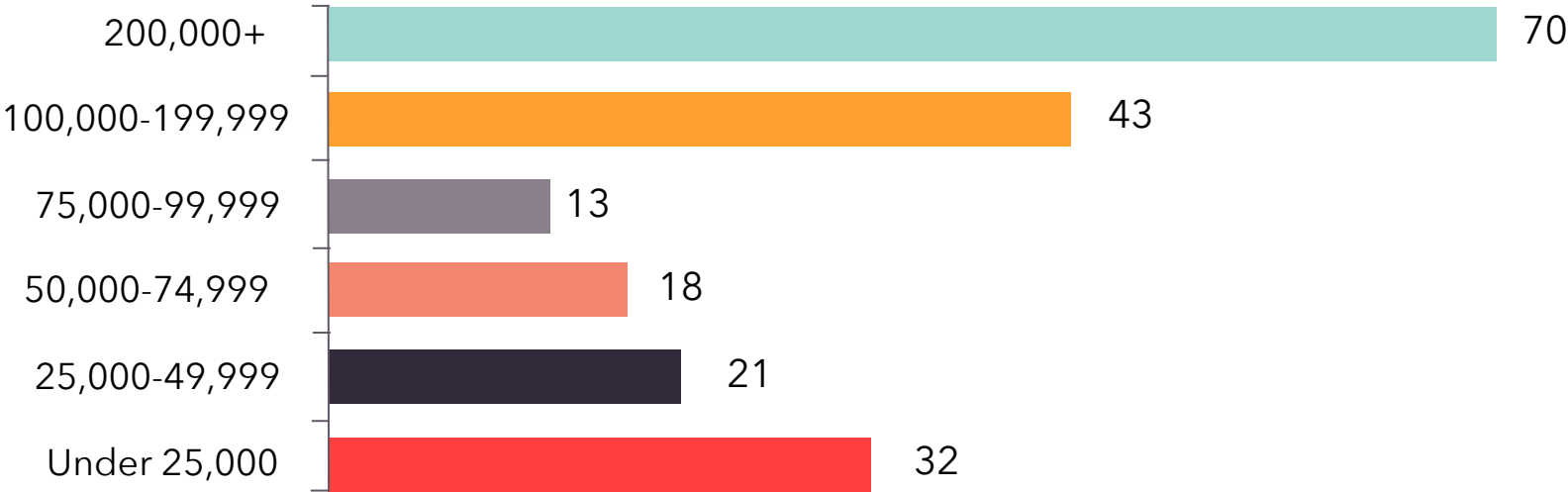
Operation Type Highlights



Office Prospects (39)



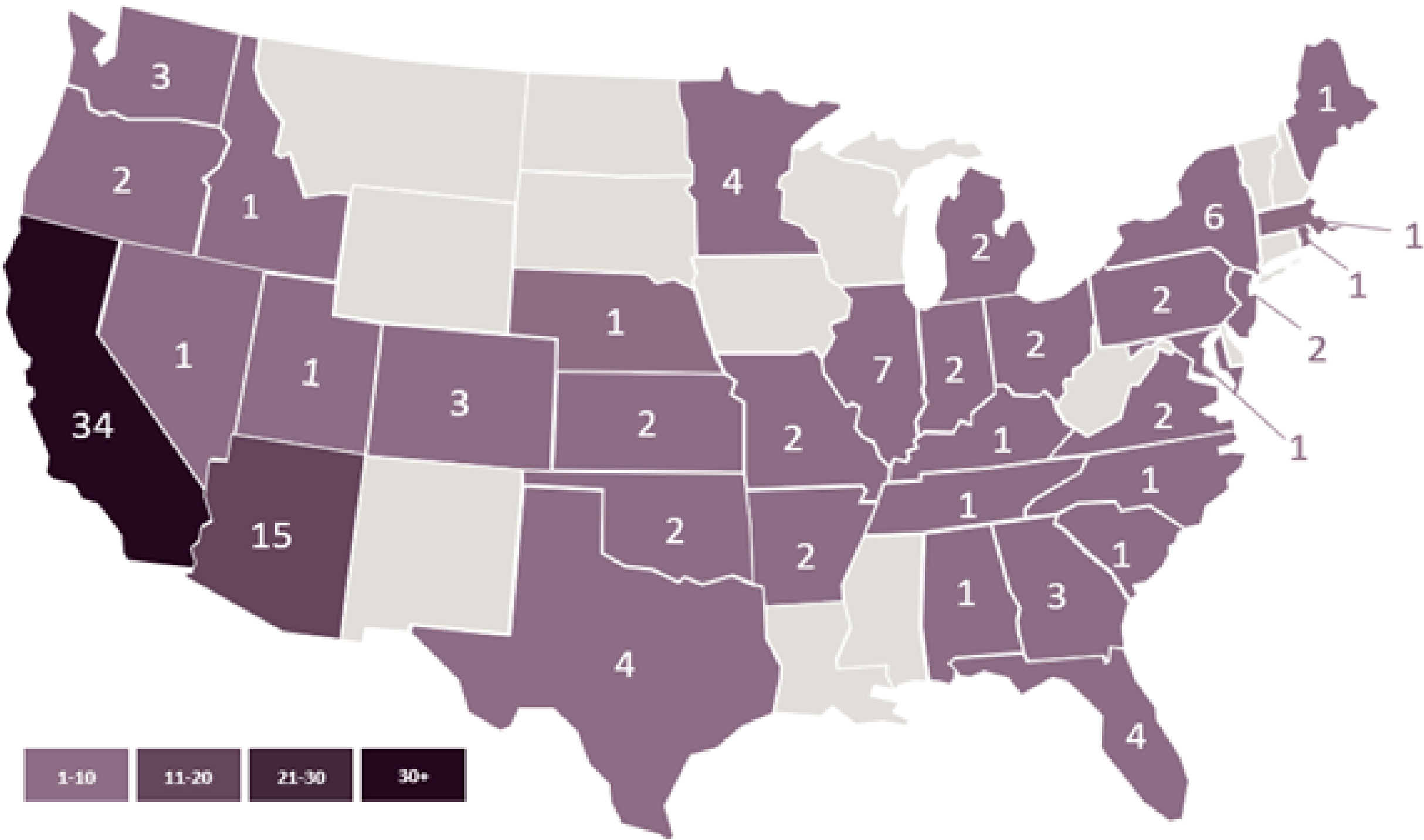
Industrial Prospects (207)



FY23 YTD Prospects by HQ Location

- 14% prospects from California
- 25% international prospects including from:
 - Canada
 - Taiwan
 - United Kingdom
 - Austria
 - Japan
 - Czech Republic
 - Spain
 - France
 - South Korea
 - Singapore

International	61
Unknown	67
Grand Total	246



Greater Phoenix Greater Together



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$4,267,700 from Contingency to the Police Department General Fund to cover fourteen (14) sworn full-time equivalents (FTEs), along with supplies and services to support one-time and on-going operational expenses and amending the adopted FY24 Contract Awarding Authority List; Resolution #2023-121.

Motion:

I move to approve Resolution #2023-121.

Background:

Schools in the City of Surprise have experienced exponential student growth in recent years. Due to the increase in enrollment numbers and grant funding received by the schools from the Arizona Department of Education, the City of Surprise Police Department has experienced an increase in demand for its School Resource Officer (SRO) services. Officers filling these positions transferred from our Patrol Operations to the SRO program. In doing so, the number of hours available to police the community decreased. Acceptance of this amendment will allow the Police Department to replace the officers who left to join the SRO program and to continue to maintain its level of service to the community.

Objective Analysis:

Acceptance of this amendment will allow the Police Department to continue to maintain its level of service to the community.

Policy Compliant:

This action is consistent with City and Council Policy.

Financial Impact:

The increase in expenditures is supported by revenue of approximately \$1,447,000 provided by the schools for the next three years to offset some of the costs associated with this action.

Budget Impact:

This action allows for a movement of budget authority in the amount of \$4,267,700 from the

Contingency Fund to the General Fund to establish a budget of fourteen (14) sworn Police Officers. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

The expansion of the School Resource Officer service requires the addition of fourteen (14) new FTEs. The current FTE count will increase from 244.50 to 258.50.

ATTACHMENTS:

1. Resolution 2023-121. SRO BA Civic Clerk Final 8.23.23
-

RESOLUTION # 2023-121

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$4,267,700 FROM CONTINGENCY TO GENERAL FUND FOR THE ADDITION OF FOURTEEN (14) FULL-TIME SWORN OFFICERS. \$1,598,300 WILL BE FOR ONE-TIME EXPENSES AND THE REMAINING \$2,669,400 FOR ONGOING EXPENSES RELATED TO PERSONNEL AND SERVICES AND AMENDING THE FISCAL YEAR 2024 CONTRACT AWARDING AUTHORITY LIST. THE SCHOOL RESOURCE OFFICER CONTRACTS WITH DYSART UNIFIED SCHOOL DISTRICT, PARADISE HONORS, LEGACY TRADITIONAL SCHOOLS, AND HIGHLAND PREP HIGH SCHOOL WILL PRODUCE A YEARLY REVENUE OF APPROXIMATELY \$1,447,000.

WHEREAS, the FY2024 budget was adopted including the full-time equivalent position count;

WHEREAS, the FY2024 budget, including the FY2024 Contract Awarding Authority List, was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, schools in the City of Surprise have experienced exponential student growth in recent years. Due to the increase in enrollment numbers and grant funding received by the schools from the Arizona Department of Education, the City of Surprise Police Department has experienced an increase in demand for its School Resource Officer (SRO) services. Officers filling these positions transferred from our Patrol Operations to the SRO program. In doing so, the number of hours available to police the community decreased. Acceptance of this amendment will allow the Police Department to replace the officers who left to join the SRO program and to continue to maintain its level of service to the community;

WHEREAS, additional budget authority is needed in the General Fund to cover fourteen (14) sworn full-time equivalents (FTEs), along with supplies and services. The increase in expenditures is supported by revenue of approximately \$1,447,000 provided by the schools for the next three years to offset some of the costs associated with this action;

WHEREAS, of the requested funds from contingency, \$1,241,800 will increase project N61751 for the purchase and upfit of fourteen (14) patrol vehicles;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending Fiscal Year 2024 budget and the Contract Awarding Authority List of the City of Surprise, Arizona for fiscal July 1, 2023 through June 30, 2024.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-121
Exhibit A

1. Appropriation- The exhibit below represents a movement of budget authority in the amount of \$4,267,700 within the Contingency Fund to Police Department General Fund to establish a budget for overtime, supplies, and services expenses for hiring fourteen (14) full-time sworn Police Officers. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	79,272,000	(4,267,700)	75,004,300
General Fund	Information Technology	Services	E	3,820,900	20,300	3,841,200
General Fund	Police	Personnel Services	E	40,901,400	2,449,900	43,351,300
General Fund	Police	Supplies	E	1,809,400	348,800	2,158,200
General Fund	Police	Services	E	2,590,800	121,500	2,712,300
General Fund	Public Works	#N61751 New Citywide Vehicle Purchases	E	1,713,300	1,241,800	2,955,100
General Fund	Public Works	Personnel Services	E	7,530,500	21,000	7,551,500
General Fund	Public Works	Supplies	E	1,235,400	46,200	1,281,600
General Fund	Public Works	Services	E	2,624,200	18,200	2,642,400
General Fund	Police	Charges for Services	R	533,200	1,447,000	1,980,200
Contingency	General Operations	Other	R	79,739,200	(1,447,000)	78,292,200
Expense Total				141,497,900	-	141,497,900
Revenue Total				80,272,400	-	80,272,400

2. Full-Time Equivalent (FTE) - The expansion of the School Resource Officer service requires the addition of fourteen (14) new FTEs.

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
General Fund	Surprise Police	244.5	14	258.5

3. Contract Awarding Authority List – Council approved the Fiscal Year 2024 Contract Awarding Authority List. This resolution provides authority to add \$1,796,800 to the Police Department General Fund, Information Technology General Fund and Public Works General Fund for the purpose of one-time and on-going operational purchases of supplies and services.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
24710	N61751 Citywide Vehicle Purchases	3,278,990	1,241,800	4,520,790
24544	Police Radios	650,000	98,000	748,000
24546	PD Outfitting	500,000	35,000	535,000
24547	Tactical Equipment	1,500,000	43,400	1,543,400
24543	Ammunition	500,000	22,500	522,500
24545	Firearms	1,000,000	36,400	1,036,400
24549	Misc. Equipment & Agreements	2,000,000	204,200	2,204,200
24805	Gas & Fuel	4,000,000	30,800	4,030,800
24800	Fleet Repair Parts, Tools, Services & Equipment	5,400,000	64,400	5,464,400
24505	Misc. Equipment & Agreements	550,000	20,300	570,300



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023
Submitting Department: Arts, Culture & Library
Department
Staff Recommendations:

Contact Person: Julie Akerly, Acting Director
District: Citywide

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

Agenda Wording:

Consideration and action amending Chapter 2, Article X, Sections 2-364 and 367 of the Surprise Municipal Code, the One and One-Third Percent for Public Art Program Ordinance, to include the use of the Municipal Arts Fund to fund the maintenance of artworks acquired by the City; Ordinance #2023-24.

Motion:

I move to approve Ordinance #2023-24.

Background:

The Surprise City Council approved and adopted Ordinance #2016-13, on or about August 2, 2016, to establish the One and One-Third Percent for Public Art Program which dedicates 1 and 1/3% of the City's budgeted eligible capital project funds to fund the public art program.

Objective Analysis:

The ordinance currently addresses acquisition and administration of public art, and the City wishes to use the Municipal Arts Fund to further maintain the public art acquired by the City.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

None at this time, however future action may lead to financial impact.

Budget Impact:

None at this time, however future action may lead to budget impact.

FTE Impact:

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

ATTACHMENTS:

1. FY24 PERCENT FOR ART AMENDMENT
 2. 23.08.28 Ord. 2023-24 Percent for Arts (2)
-



PERCENT FOR ART ORDINANCE AMENDMENT

Arts and Culture Division

INCLUSION OF MAINTENANCE

Sec. 2-364. - Purpose.

The City of Surprise desires to expand the experience of its citizenry through public art of the highest quality in concept and execution. Public art contributes directly to the quality of life in the City of Surprise because citizens view and interact with it daily in public spaces. Public art instills concern for beauty and good design in the public sector by setting high aesthetic standards. Public art reflects and communicates the history, character and values of the community and thereby creates a sense of place. The city therefore declares its policy to include works of art in capital projects of the city and establishing a mechanism to fund the acquisition **AND MAINTENANCE** of public art and administration of a public art program.

INCLUSION OF MAINTENANCE

Sec. 2-367. - Establishment of municipal art fund.

- (b) Fund purpose. The municipal art fund shall be used for the limited purpose of acquisition, MAINTENANCE, and administration of public art or to establish a public art program. Acquisition shall include, but not be limited to, costs associated with the procurement, design and siting of public art. **MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, CONSERVATION, PRESERVATION, AND NECESSARY REPAIRS OF ALL WORKS OF ART IN THE CITY'S ART COLLECTION.** Administration shall include, but not be limited to, costs associated with implementing the requirements of this article and relevant community outreach and education.

ORDINANCE # 2023-24

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 2, ARTICLE X, SECTIONS 2-364, *PURPOSE*, AND 2-367, *ESTABLISHMENT OF MUNICIPAL ARTS FUND*, BY EXPANDING THE PURPOSE OF THE MUNICIPAL ARTS FUND TO INCLUDE MAINTENANCE; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, the Surprise City Council approved and adopted Ordinance #2016-13, on or about August 2, 2016, to establish the *Percent and One-Third For Public Art Program*, which dedicates 1 and 1/3% of the total costs of applicable City capital projects to fund public art;

WHEREAS, Ordinance #2016-13 codified the Percent and One-Third for Public Art Program within the Surprise Municipal Code, 2-363 *et. seq.*; and

WHEREAS, the Program currently only addresses acquisition and administration of public art, and the City wishes to use the Municipal Arts Fund to further maintain the public art acquired by the City.

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

Section 1. Chapter 2, Article X. Section 2-364 of the Surprise Municipal Code is hereby amended to read as follows:

Sec. 2-364. - Purpose.

The City of Surprise desires to expand the experience of its citizenry through public art of the highest quality in concept and execution. Public art contributes directly to the quality of life in the City of Surprise because citizens view and interact with it daily in public spaces. Public art instills concern for beauty and good design in the public sector by setting high aesthetic standards. Public art reflects and communicates the history, character and values of the community and thereby creates a sense of place. The city therefore declares its policy to include works of art in capital projects of the city and establishing a mechanism to fund the acquisition AND MAINTENANCE of public art and administration of a public art program.

Section 2. Chapter 2, Article X. Section 2-367 of the Surprise Municipal Code is hereby amended to read as follows:

Sec. 2-367. - Establishment of municipal art fund.

- (a) Municipal art fund. There is hereby created a separate city fund or account, called the municipal art fund to which one and one-third percent of eligible capital project funds shall be appropriated. The municipal art fund shall be separate and apart from the arts and cultural ~~commissions~~DIVISION'S operating budget.
- (b) Fund purpose. The municipal art fund shall be used for the limited purpose of acquisition, MAINTENANCE, and administration of public art or to establish a public art program. Acquisition shall include, but not be limited to, costs associated with the procurement, design and siting of public art. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, CONSERVATION, PRESERVATION, AND NECESSARY REPAIRS OF ALL WORKS OF ART IN THE CITY'S ART COLLECTION. Administration shall include, but not be limited to, costs associated with implementing the requirements of this article and relevant community outreach and education.
- (c) Expenditure approval. Expenditures from the municipal art fund shall require city council approval, and shall be made in accordance with a public art program policy and any rules adopted in accordance therewith.
- (d) Unexpended funds. Appropriations to the municipal art fund shall be carried over automatically for a period of three years, and upon request of the city manager, an additional two years. Appropriations carried over for three years, or upon city manager request for five years, and still unexpended at the expiration of such period shall be reported to the city council and reallocated per resolution of city council.

Section 3. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 5. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023
Submitting Department: Arts, Culture & Library
Department
Staff Recommendations:

Contact Person: Julie Akerly, Acting Director
District: Citywide

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

Agenda Wording:

Consideration and action amending the FY2024 budget by moving authority in the amount of \$972,500 from general contingency to the Municipal Arts Fund for artwork acquisition and administration; Resolution #2023-119.

Motion:

I move to approve Resolution #2023-119.

Background:

The Surprise City Council approved and adopted Ordinance #2016-13, on or about August 2, 2016, to establish the *One and One-Third Percent For Public Art Program*, which dedicates 1 and 1/3% of the total costs of applicable City capital projects to fund the acquisition of artworks and administration of the public art program.

Objective Analysis:

This action will transfer budget authority to the Municipal Arts Fund per the One and One-Third Percent for Public Art Program Ordinance for the acquisition of artworks and administration of the public art program. The mission of the Arts, Culture & Library department is to enhance the quality of life for City of Surprise residents and visitors through the implementation of art in the community, the celebration of diversity while fostering an inclusive environment, and engaging the community through intentional collaboration opportunities. This action will support the department's mission.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

This action will allow for the one-time expenditure of \$972,500 for the acquisition of artworks and administration of the public art program.

Budget Impact:

This action will move budget authority in the amount of \$972,500 from general contingency to the

Municipal Arts Fund. \$120,000 will be moved to existing project R51020 Bounce and Swing art to cover added design elements. \$25,000 will be moved to establish project R53010 for Utility Box Artwork throughout the city. \$620,000 will be moved to establish project R53020 Multi-Generational Center Art including 2D fence artwork, 2D glass wall artwork, and an outdoor gathering space. \$30,000 will be moved to establish project R53030 Community Pool Art for a painted mural. Lastly, a budget of \$126,800 will be established for art maintenance and \$50,700 for Administration & Education. This action represents a transfer of budget authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. FY24 MAF Initial Project Descriptions
 2. 080723 SACAC Meeting Minutes DRAFT
 3. Res 2023-119 FY24 MAF Resolution-Final
-



FY24 MUNICIPAL ARTS FUND BUDGET AMENDMENT

Arts and Culture Division

DIVISION GOALS

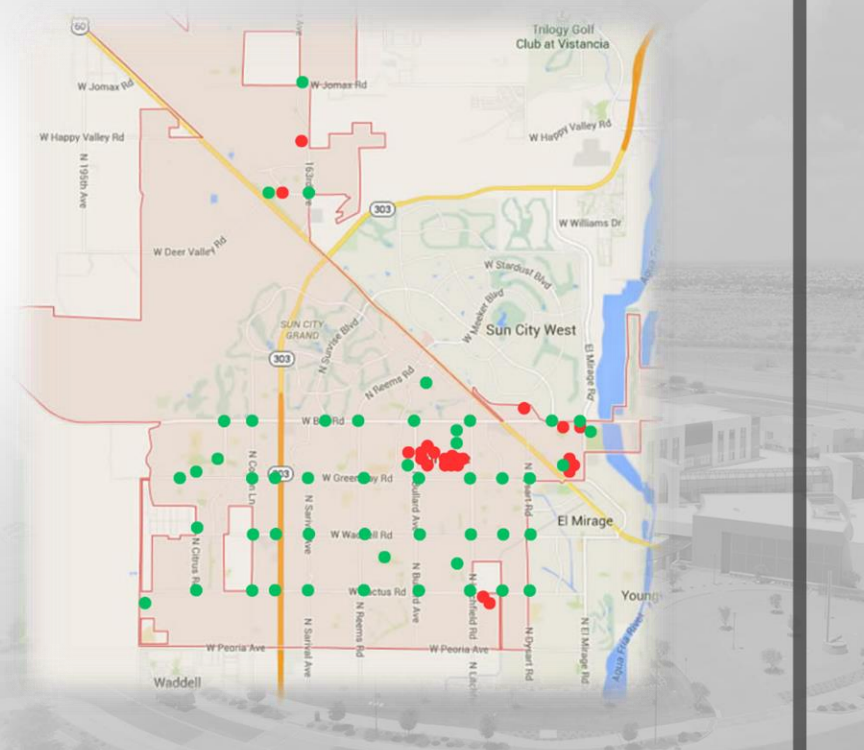
- Increase access to programs and resources
- Solidify our unique cultural identity
- Elevate the arts and culture sector in Surprise

UTILITY BOX ARTWORK



Align with roadway CIP roadway improvement plans

- Type of art: 2D digital vinyl prints
- Eligibility: West Valley artists, artist teams, and educational institutions
- Selection Process: 10 artists selected by community panel through a Request for Qualifications artist call



COMMUNITY POOL ARTWORK

Parameters

Location: New Community Pool located at 175th Ave and Paradise Ln

Inspiration: Connect to themes and color schematics of community pool park

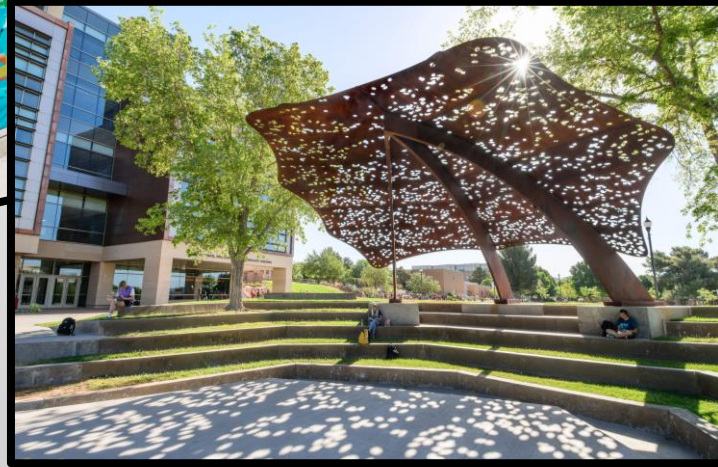
Type of Artwork: 2D painted mural

Eligibility: Arizona artist, West Valley artists strongly encouraged to apply

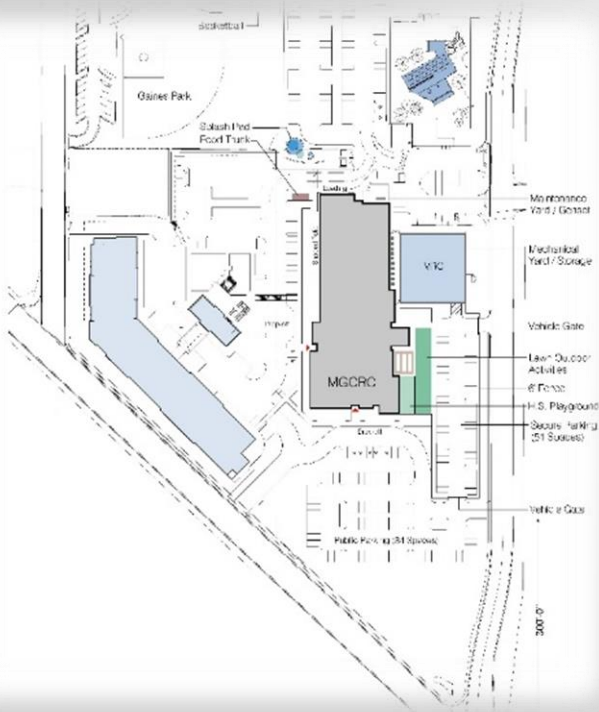
Selection Process: RFQ & 5 community panelists



MULTIGENERATIONAL RESOURCE CENTER ARTWORK INSPIRATION



MULTIGENERATIONAL CENTER CONSTRUCTION FENCE ART



Parameters

Location: Multigenerational Resource Center construction fencing in the Original Town Site

Inspiration: Connect to culture, history and/or community of the Original Town Site

Scale: 300' of fencing

Type of Artwork: Temporary - Digital 2D image printed on vinyl

Eligibility: Partnership with school arts program

Selection Process: RFQ & 5 community panelists

MULTIGENERATIONAL CENTER INTERIOR GLASS WALLS

Parameters

Location: Multigenerational Center glass gym wall

Inspiration: Connect to culture, history and/or community of the Original Town Site

Scale: 32' Long x 8' Tall

Type of Artwork: Digital 2D image printed on vinyl

Eligibility: West Valley artist

Selection Process: RFQ & 5 community panelists



MULTIGENERATIONAL CENTER OUTDOOR GATHERING SPACE

Parameters

Location: Multigenerational Resource Center – Exterior

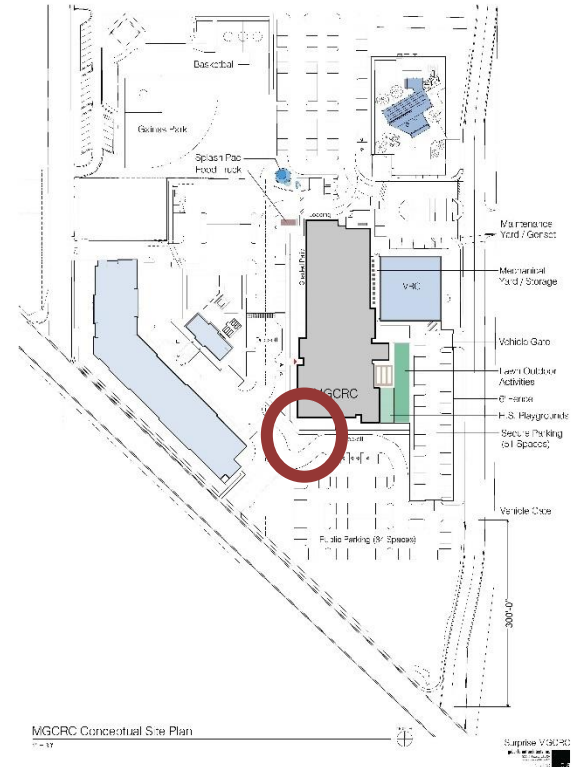
Inspiration: Celebrate the history, contributions and/or culture of the Original Town Site and/or inspire creativity and curiosity

Scale: Large-scale 3D artwork that should consider, shade, landscaping, lighting, and seating in the design

Type of Artwork: All mediums eligible, but must translate to a structural design

Eligibility: Established artists in the United States with experience working with building design teams

Selection Process: RFQ and RFP - 5 community panelists



BOUNCE AND SWING ADDITIONAL DESIGN ELEMENTS

Goals

- Increase interactivity and usability
- Surprise signature artwork

Added Design Elements

- Turf
- Seating
- Rubberized Surfaces
- Custom baseball stitching walkway



BUDGET

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	79,272,000	(972,500)	78,299,500
Municipal Art Fund	Arts, Culture & Library	#R51020 Art_Stadium	E	451,000	120,000	571,000
Municipal Art Fund	Arts, Culture & Library	#R53020 Multi-Generational Center Art	E	-	620,000	620,000
Municipal Art Fund	Arts, Culture & Library	#R53030 Community Pool Art	E	-	30,000	30,000
Municipal Art Fund	Arts, Culture & Library	#R53010 Utility Box Art	E	-	25,000	25,000
Municipal Art Fund	Arts, Culture & Library	Services	E	-	126,800	126,800
Municipal Art Fund	Arts, Culture & Library	Supplies	E	-	50,700	50,700
		Expense Total		79,723,000	-	79,723,000

CITY OF SURPRISE
Arts and Cultural Advisory Commission
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Monday, August 7, 2023 @ 6:00 PM

Community Room

Meeting Minutes – Draft

A. Call to Order

B. Roll Call

Chair Rhiannon Miett, Vice-Chair Kathie Morgan, Commission members, Dr. Charlotte Pullins, Crystal Kupper, Margaret Lieu, Susan deJong, and Taylor Ingro.

Absent: None

Staff: Julie Akerly – Arts & Culture Manager, Heather Donaldson – Arts, Culture & Library Management Analyst, Sr., Kelsey Lamphier – Arts, Culture & Library Director, Bob Wingenroth – City Manager and Robert Wingo – City Attorney.

C. Pledge of Allegiance

D. Staff Reports

City Manager Wingenroth reported on the following items:

- Gratitude and appreciation of the Surprise Arts & Cultural Advisory Commission and all they do for our City

E. Arts and Cultural Advisory Commission Agenda

CALL TO THE PUBLIC:

None

REGULAR AGENDA ITEMS – NON PUBLIC HEARING:

1. Discussion and action pertaining to the selection of the Arts & Cultural Advisory Commission Chair.

Commissioner Miett moved to select Commissioner Kathie Morgan as Chair of the Arts & Cultural Advisory Commission. 7 Yes votes. Motion carried.

2. Discussion and action pertaining to the selection of the Arts & Cultural Advisory Commission Vice-Chair.

Commissioner deJong moved to select Commissioner Ingro as Vice-Chair of the Arts & Cultural Advisory Commission.

Commissioner Mielt moved to select Commissioner Dr. Pullins as Vice-Chair of the Arts & Cultural Advisory Commission.

3 Yes votes (Morgan, Mielt & Pullins) for Commissioner Dr. Pullins

4 Yes votes (Kupper, deJong, Lieu & Ingro) for Commissioner Ingro. Motion carried.

3. Consideration and action pertaining to the June 5, 2023 Arts & Cultural Advisory Commission meeting minutes.

Commissioner Mielt moved to approve the June 5, 2023 Arts & Cultural Advisory Commission meeting minutes. Commissioner deJong 2nd. 4 Yes votes. Motion carried.

4. Discussion pertaining to the Arts & Cultural Advisory Commission retreat debrief.

Ms. Akerly asked the Commission to reflect on their thoughts and add any comments/suggestions regarding the Mission, Vision, Core Values of the Arts and Culture Division.

The Commission had the following comments/suggestions:

- Core Values don't need to be 5 C's
- Change the "Culture" Core Value to be "Cultural"
- Inclusion should be its own Core Value
- Include diversity language within the "Curiosity" Core Value

Ms. Akerly reviewed the Municipal Art Fund Budget Projections with the Commission and asked them to provide their comments/suggestions.

The Commission had the following comments/suggestions:

- We need more temporary art throughout the Surprise community
- Projections can be influenced by other factors besides the Community Survey
- Clarification of Neighborhood Art Grant projected for FY28 – Will require community building and relationship building – Will affect existing and new development differently
- How can we include the artists that reside in the Original Townsite

5. Presentation and Discussion of FY24 Percent for Art projects.

Ms. Akerly advised the Commission that there will be a budget amendment presented to Council for the FY24 Percent for Art projects. She discussed the following project ideas:

- Traffic cabinet artwork – Commissioners agree that these should align with roadway improvement plans and include the Core Values of the Arts and Culture Division as design inspiration
- Basketball court mural at new Community Pool/Fire Station project with corresponding theme as inspiration
- Multigenerational Center artwork – Options for temporary and permanent artworks (construction fence art, gym glass wall, outdoor gathering space)
- Bounce and Swing artwork happening at Surprise Stadium – Commission agreed to added landscape element(s)

F. Other Business and Future Agenda Items:

- Strategic Plan Goals and Implementation (to include Core Values)
- Future City Events SACAC Participation
- FY25 Budget Package

G. Current Events and Reports

None

ADJOURNMENT:

Motion to adjourn at 7:47 p.m. – Commissioner deJong. Commissioner Lieu 2nd. 7 Yes votes. Motion Carried.

	Kathie Morgan, Chair
ATTEST:	Heather Donaldson, Management Analyst – Sr.

CERTIFICATION:

I, Julie Akerly, Arts & Culture Manager for the City of Surprise Arts, Culture & Library Department, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Arts and Cultural Advisory Commission meeting held on August 7, 2023.

	Julie Akerly, Arts & Culture Manager
--	--

RESOLUTION # 2023-119

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$972,500 FROM GENERAL CONTINGENCY TO THE MUNICIPAL ARTS FUND FOR ACQUISITION OF ART, MAINTENANCE, EDUCATION, AND ADMINISTRATION OF PUBLIC ART AND AMENDING THE FISCAL YEAR 2024 CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, the Surprise City Council approved and adopted Ordinance #2016-13, on or about August 2, 2016, to establish the One and One-Third Percent For Public Art Program, which dedicates one and one-third percent of the City's budgeted eligible capital project funds for the acquisition of artworks and administration of the public art program;

WHEREAS, the FY24 budget amendment will support the acquisition of artworks at the Multigenerational Resource Center, Community Pool, and Utility Cabinets throughout the City, as well as increase the budget in existing project R51020 Art Stadium, and provide budget authority for maintenance of artworks, and the education and administration of the public art program;

WHEREAS, the FY2024 budget, including the FY2024 Contract Awarding Authority List, was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature; 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, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the Fiscal Year 2024 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-119

Exhibit A

1. Appropriation- This action will move budget authority in the amount of \$972,500 from general contingency to the Municipal Arts Fund. \$120,000 will be moved to existing project R51020 Bounce and Swing art to cover added design elements. \$25,000 will be moved to establish project R53010 for Utility Box Artwork throughout the city. \$620,000 will be moved to establish project R53020 Multi-Generational Center Art including 2D fence artwork, 2D glass wall artwork, and an outdoor gathering space. \$30,000 will be moved to establish project R53030 Community Pool Art for a painted mural. Lastly, a budget of \$126,800 will be established for art maintenance and \$50,700 for Administration & Education. This action represents a transfer of budget authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	79,272,000	(972,500)	78,299,500
Municipal Art Fund	Arts, Culture & Library	#R51020 Art_Stadium	E	451,000	120,000	571,000
Municipal Art Fund	Arts, Culture & Library	#R53020 Multi-Generational Center Art	E	-	620,000	620,000
Municipal Art Fund	Arts, Culture & Library	#R53030 Community Pool Art	E	-	30,000	30,000
Municipal Art Fund	Arts, Culture & Library	#R53010 Utility Box Art	E	-	25,000	25,000
Municipal Art Fund	Arts, Culture & Library	Services	E	-	126,800	126,800
Municipal Art Fund	Arts, Culture & Library	Supplies	E	-	50,700	50,700
Expense Total				79,723,000	-	79,723,000

RESOLUTION # 2023-119
Exhibit B

1. Contract Awarding Authority List (CAAL) –The Multigenerational Center Art project was not included when Council approved the FY2024 CAAL. A line in the amount of \$620,000 is being added for Multigenerational Center Art for the acquisition of fence artwork, interior glass wall artwork, and a public outdoor gathering space. The Stadium Art project was included when Council approved the CAAL. This line item is being increased by \$120,000 to include additional design elements.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
24190	Multigenerational Center Art	\$0	\$620,000	\$620,000
24180	Stadium Art Project	\$496,100	\$120,000	\$616,100



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023
Submitting Department: Legal
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Consideration and action pertaining to the delegation of authority to evaluate and approve or deny special event liquor license applications to the City Clerk pursuant to Arizona Revised Statutes (A.R.S.) Section 4-203.02; Resolution #2023-131.

Motion:

I move to approve Resolution #2023-131.

Background:

Pursuant to A.R.S. 4-203.02B., before the state liquor department will issue a temporary special event liquor license for a special event that is to occur at an otherwise unlicensed location or by a licensee at a location that is not fully within the licensee's existing licensed premises, the application must be approved by a City Council, or a City Council's designee, if the event is to be held within a city.

Historically, the City Clerk's Office has approved special event licenses and it is presumed that a past City Council delegated this approval authority to the City Clerk. However, an official delegation has not been located. This item will provide City Council with the opportunity to determine whether City Council will approve or deny special event licenses or delegate that function to the City Clerk.

Objective Analysis:

Arizona law authorizes the City Council to either approve or deny special event liquor licenses, or in the alternative, delegate that function to a designee. If City Council desires to perform this function, special event licenses will be included on the consent portion of regular council meeting agendas for consideration. In the alternative, City Council may formally delegate this evaluation, approval or denial function. Historically, the City Clerk has approved special event liquor licenses. If City Council formally designates the City Clerk to approve or deny special event licenses, the City Clerk's Office will establish a process to evaluate special event license applications and then approve or deny based on the results of that process.

Policy Compliant:

In accordance with Arizona law, City Council has discretion to either approve or deny special event liquor licenses, or designate another city official to perform this function on its behalf.

Financial Impact:

There is no anticipated financial impact related to this item.

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. 23.08.23 Res. 2023-131 Designating City Clerk re Special Event Liquor License
-

RESOLUTION # 2023-131

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DESIGNATING THE CITY CLERK AS AUTHORIZED TO EVALUATE AND APPROVE OR DENY SPECIAL EVENT LIQUOR LICENSE APPLICATIONS PURSUANT TO A.R.S. § 4-203.02(B)

WHEREAS, A.R.S. § 4-203.02(B) provides in pertinent part that a governing body of a city, or the governing body's designee, must approve a temporary special event liquor license before the director of the Department of Liquor Licenses and Control may issue said special event license for a special event held within the city that is to occur at an otherwise unlicensed location or by a licensee at a location that is not fully within the licensee's existing licensed premises;

WHEREAS, City Council has determined that it is beneficial and efficient to designate the office of the Surprise City Clerk as the City Council's designee for purposes of approval or denial of temporary special event liquor licenses under A.R.S. § 4-203.02 *et seq.*

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

Section 1. The Surprise City Clerk is hereby designated as the city official authorized to evaluate and approve or deny temporary special event liquor license applications submitted pursuant to A.R.S. § 4-203.02(B).

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 5, 2023 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: Citywide
Staff Recommendations: None

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

Agenda Wording:

Presentation and discussion pertaining to an update on Sober Living Homes.

Motion:

None; Discussion only.

Background:

In January of 2023, the City of Surprise Public Safety and Code Enforcement staff began seeing an increase in the number of complaints and calls for service related to the operation of unlicensed Sober Living Homes, their tenants, and the detrimental impact these unlicensed homes were having on residents and neighborhoods. Per state statute, Sober Living Homes are required to have a license issued by the Arizona Department of Health Services, and to comply with all local, state and federal requirements, which would include meeting current zoning distance requirements and obtaining a City Business License. While the City supports the operation of properly licensed and lawful businesses, the Sober Living Homes being encountered are unlicensed by both the State and City, operating in an unsafe manner, and having a detrimental impact to the surrounding community. This presentation will provide City Council with an update on staff's response to the operation of unlicensed Sober Living Homes.

Objective Analysis:

Staff will present an update on the impact of and efforts to reduce the operation of unlicensed Sober Living Homes within the Surprise community.

Policy Compliant:

This item is policy compliant.

Financial Impact:

This item does not have an immediate or direct financial impact, though the prolonged use or re-allocation of existing City resources to this effort may have a future financial impact if additional resources are needed to provide continuous or expanded services.

Budget Impact:

This item does not have an immediate budgetary impact.

FTE Impact:

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

ATTACHMENTS:

1. Sober Living Facility Update 9-5-23
-



Sober Living Home & Short Term Rental Updates

Community Development, Finance, Fire, HSCV, Marketing and
Communications, Legal & Police Departments

September 05, 2023

Sober Living Homes - Timeline of Events

- Sober Living Home (SLH) issue identified
- Convened Multi-Department Taskforce
- Dedicated Code Enforcement Inspector
- Engaged DHS, home builders, neighboring jurisdictions & community
- Enhanced City Business Licensing process

January 2023



- City Council-Statement on Sober Living Homes
- Short Term Rental (STR) Ordinance & Fee Adopted

April 2023



- Presented to: League Neighborhood Sustainability & Quality of Life Committee; West Valley Mayors & staff; MAG Local Jurisdictions Committee; Cities of Tempe, Peoria & Goodyear; West Valley Police & Fire Chiefs; HSCV Homeless Collaboration Meeting; League Sober Living Panel
- Attended State Briefings on SLH's
- Two new FTE's hired for Code Enforcement

Spring/ Early Summer 2023



- Mailed letters to/met with local hotels regarding changes in SLH model
- Began accepting STR applications online
- Procured HDL to assist with initial tracking and notification of STR's
- Distributed STR informational letters, emails
- STR webpage

Late Summer - Present 2023

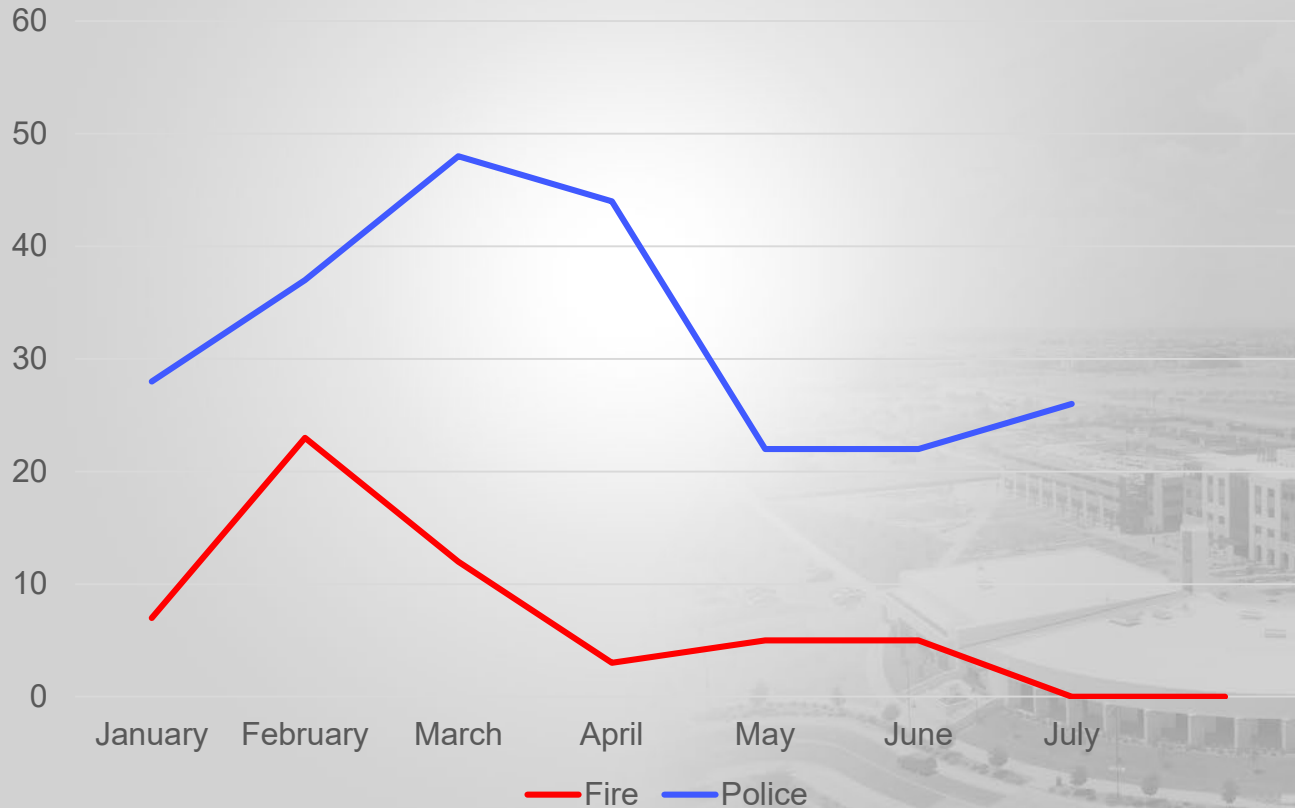


- Roll-out of the HDL/STR application & management system (Sept)
- STR enforcement commences late fall (Nov)
- Continue to follow changes related to SLH
- Changes to the Zoning Ordinance (LDO)

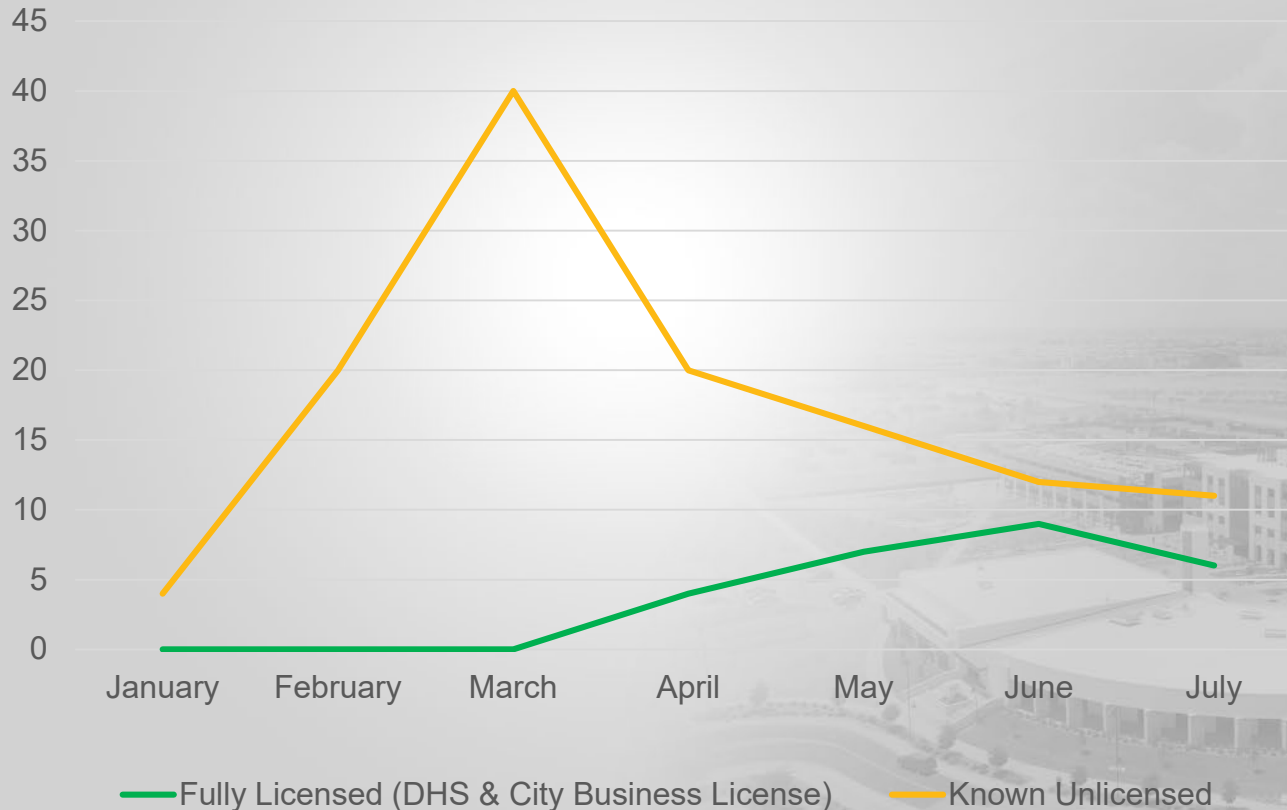
Future



Public Safety Calls for Service



Licensed SLH's in Surprise



Code Enforcement Stats

Since January 2023 and as of mid-August, 2023:

No.	Status / Action
137	Investigated complaints of unlawful SLH's
68	Cases opened
111	Cases Closed - Voluntary Compliance
9	Civil Citations Issued
14	Inquiries received to operate SLH/Group Homes pending investigation
9	AZDHS licensed SLH's in Surprise

Short-Term Rental Update

- Applications are open!
 - Using City Business License application (HDL) to receive applications
 - Procured HDL module specifically for STR's
- Notification and outreach:
 - HOA's
 - WeSERVE
 - Real Estate/Property Management companies in the City
 - City website updated & social media posts
- Enforcement will commence in late fall

Short-Term Rental Update

HDL Short Term Rental License Module:

- Procured for an initial \$10,000:
 - Search engine locates rentals
 - System sends owner a 30- day first notice and 15-day second notice to license STR with the City
 - 45 days no licensure = discovery packet provided to City to commence enforcement action
- Staff will call first time offenders in a final attempt at compliance before issuing civil citation
- Staff will evaluate the module's functionality and may request additional funds to continue use of HDL

Monitoring Trends and the Future

Staff continue monitoring:

- State changes and local impacts to SLH's and STR's
- The transition of SLH's into other alleged business models (i.e. behavioral health and assisted living facilities)
- The need to refine/modify internal processes to adapt to the changing models and environment

Future items/ needs:

- Code text amendments regarding group homes in staff review
- Fiscal resources to support continued use of HDL / other technology
- Group home licensing fee adoption



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CodeEnforcement@surpriseaz.gov

Police@surpriseaz.gov