



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, October 3, 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

Domestic Violence Awareness Month

E. City Manager Report

F. City Clerk Report

2. Citywide Special Elections Update

Kristi Passarelli
City Clerk

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 September 19, 2023 Regular Council Meeting Minutes and Regular City Council Workshop Minutes.	Kristi Passarelli City Clerk
2.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Dale Lane Place" and dated August 15, 2023, a property located east of the southeast corner of Dale Lane and 177 th Avenue; Case FS23-0211.	Jani Wertin Community Development
3.	District 3	Consideration and action pertaining to the Final Plat entitled, "Sycamore Farms (Paradisi) – Parcel C"; Case FS22-1117.	Chris Sexton Community Development
4.	District 1	Consideration and action pertaining to approval of The Fourth Amendment to the Broadstone Ranch Pre-Annexation Development Agreement between the City of Surprise and Elliott Homes, Inc.; Resolution #2023-143.	Lloyd Abrams Community Development
5.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Fletcher Final Plat" and dated August 28, 2023, a property located north of Patton Road and west of 175 th Avenue; Case FS23-0819.	Tanner Wessel Community Development
6.	Citywide	Consideration and action pertaining to approval of the Independent Contract Agreement between the City of Surprise and Arizona Community Action Association DBA Wildfire, authorizing the City to accept grant funding for the Utility Assistance Program, and amending the Fiscal Year 2024 Budget by moving budget authority of \$15,200 from General Contingency to project G51741 FY24 Wildfire HEAF in the Grants Fund; Resolution # 2023-100.	Seth Dyson Human Svcs and Comm Vitality
7.	Citywide	Consideration and action pertaining to the approval of an Intergovernmental Agreement with Maricopa County for American Rescue Plan Act (ARPA) funds and County General Funds; amending the Fiscal Year 2024 Budget by moving budget authority in the amount of \$850,000 from General Contingency to project G51722 in the Grants Fund, and accepting grant funding from Maricopa County via the Department of Treasury State and Local Fiscal Recovery Funds; Resolution #2023-122.	Seth Dyson Human Svcs and Comm Vitality
8.	Citywide	Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the Maricopa County Department of Transportation (MCDOT) for uniform design and construction standards associated with roads that will be annexed into the City; Resolution #2023-98.	Eric Boyles Transportation
9.	District 6	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Homestead at Marley Park Phase 4 & 5 – Parcel 2, generally located at the southeast corner of Waddell Road and Bullard Avenue; Resolution #2023-133.	Kristin Tytler Public Works
10.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rio Rancho Estates, parcel 2A generally located at the northwest corner of West	Kristin Tytler Public Works

Happy Valley Road and North 183rd Avenue; Resolution #2023-137.

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|-----|------------|--|--------------------------------|
| 11. | District 3 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Stonefield, generally located at the northwest corner of North Reems Road and West Peoria Avenue; Resolution #2023-132. | Kristin Tytler
Public Works |
| 12. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rio Rancho Estates, Parcel 2B generally located at the northwest corner of West Happy Valley Road and North 183 rd Avenue; Resolution #2023-129. | Kristin Tytler
Public Works |
| 13. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Phase 2 Box Culvert McMicken Way generally located at McMicken Way between North 146 th Avenue and North 145 th Avenue; Resolution #2023-142. | Kristin Tytler
Public Works |
| 14. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Phase 2 147 th Avenue South, generally located at 147 th Avenue from Happy Valley Road to McMicken Way; Resolution #2023-140. | Kristin Tytler
Public Works |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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| 15. | District 2 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 25601, requested by Steve David Dunsire, for Oregano's Pizza Bistro, for Series 12 Liquor License. Oregano's Pizza Bistro is located at 16914 W Bell Rd, Surprise, AZ 85374. | Kristi Passarelli
City Clerk |
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REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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| 16. | Citywide | Presentation and discussion pertaining to 60% design concepts on the new Fire Station 309, Aquatics Complex, Cactus Road and Park project. | Holly Osborn
Brenden Espie
Eric Boyles
Parks and Recreation |
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- 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, September 28, 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: October 3, 2023
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 3, 2023
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to approve the September 19, 2023 Regular Council Meeting Minutes and Regular City Council Workshop Minutes.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 09/19/23 Regular City Council Meeting Minutes
 2. 09/15/23 City Council Workshop Minutes
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CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, September 19, 2023 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular City Council Meeting of Tuesday, September 19, 2023 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ 85374.

1. Invocation

Mayor Hall led the invocation.

B. Roll Call

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

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

1. Hispanic Heritage Month Proclamation

Mayor Hall declared that it is Hispanic Heritage Month. He presented the proclamation to various Latino business leaders.

E. City Manager Report

1. Reports

Bob introduced Holly Osborn to present the Youth Council.

Maya Calagaroo,

Merek Galindo,

F. City Clerk Report

1. Reports

G. Call To The Public

Linda Magee, a Surprise Resident, came to talk to about the GO Bond Election and the ballots being mailed out.

H. Regular City Council Meeting Agenda

1. CONSENT AGENDA:

Councilmember Judd asked to pull item Item 14 from consent approval.

Motion: To Approve (Minus Item 14 & 15)

Initiated By: Cline

Seconded By: Duffy

Yes: 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 September 5, 2023 Regular Council Meeting Minutes.
2. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget by moving budget authority in the amount of \$19,000 from Contingency within the General Contingency Fund to grant project G31130 FY23 Arizona Automobile Theft Authority; Resolution #2023-123.
3. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rio Rancho Estates - Rio Rancho Boulevard, generally located at the Northwest corner of West Happy Valley Road and N 183rd Avenue; Resolution #2023-124.
4. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rio Rancho Estates – Happy Valley Road generally located at Happy Valley Road between 187th Avenue and 183rd Avenue; Resolution #2023-125.
5. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rio Rancho Estates – 183rd Avenue Phase 1 is generally located at the northwest corner of Happy Valley Road and West Grand Avenue; Resolution #2023-126.
6. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rio Rancho Estates, Parcel 1B.1, generally located southwest of West Happy Valley Road and north of 183rd Avenue Road; Resolution #2023-127.
7. Consideration and action declaring the City's intention to establish a lighting improvement district known as, "City of Surprise, Arizona, SU-PrasadaNPkwysarv1209" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-112.
8. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Toll at Prasada Phase 2 Infrastructure is generally located at the southwest corner of Cactus Road and Cotton Lane; Resolution #2023-114.
9. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Toll at Prasada Unit H, generally located at the northwest corner of West Peoria Road and North Cotton Lane; Resolution #2023-130.
10. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rio Rancho Estates Parcel 3A is generally located at the northwest corner of West Happy Valley Road and North 183rd Avenue; Resolution # 2023-134.

11. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Toll at Prasada Cotton Lane generally located west of Cotton Lane between Peoria Avenue and Cactus Road; Resolution #2023-120.
12. Consideration and action pertaining to approval of an Intergovernmental Agreement between the City of Surprise and the City of Phoenix, on behalf of the Regional Wireless Cooperative (RWC), for sharing of Telecommunications Facilities; Resolution #2023-141
13. Consideration and action pertaining to approval of the Site Specific Supplement No.001 to the Telecommunication Facilities Intergovernmental Agreement between the City of Phoenix and City of Surprise.
14. Consideration and action pertaining to the approval of an amendment to the Fiscal Year 2024 budget by moving budget authority in the amount of \$863,800 from General Contingency, \$431,900 to the General Capital Fund in Project P17120 Police Computer Aided Dispatch and Records Management Software and \$431,900 to the Information Technology Department's General Fund services category; Resolution #2023-138.

Tracy Mills came to present this item. She talked about the history of the existing system. She further elaborated on the details of the request.

Vice-Mayor Judd, asked why this wasn't apart of the budget process. Andrea said it was requested but they didn't know the amount at the time. Vice-Mayor Judd said he would rather see this in budget discussions and not put on consent. He asked if it could be put off until later versus now. Andrea talked about the time to integrate the software and the lifespan of the current system. She said they don't like to piece meal items but that this was necessary to bring up separately. Vice-Mayor Judd talked about the status of the current budget. Vice-Mayor asked if this could not be put on consent in the future.

Councilmember Cline, asked what was expected of the new system and what benefits it would offer the City? Chief Pina talked about how the PD is trying to integrate with other departments and how they cannot coordinate with the existing system. He talked about having to access the old data in some way. He invited Jim Hall to talk about the system. Jim talked about Mark 43 and gave background about their organization. He talked about the ability to share data among other agencies. He talked about the potential impact on officer workflow.

Councilmember Hastings, talked about budgeting this project and what the process was for selecting? Chief Pina talked about the process that brought them to this product.

Councilmember Haney, asked about the need to replace this in the future? Chief Pina said that they would be set with a five year project and as the system is improved they would benefit from it as technology improves. He talked about it being an interactive partnership with the vendor.

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

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

Vote Result: Passed

15. Consideration and action pertaining to approval of an amendment to the fiscal year 2024 budget by moving budget authority from General Contingency in the amount of \$117,000 to the Grants Fund for the acceptance of two grants from the Tohono O'odham Nation and amending the fiscal year 2024 Contract Awarding Authority List; Resolution #2023-139.

Motion: To Approve

Initiated By: Chris Judd

Seconded By: Aly Cline

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

No: None

Abstain: None

Vote Result: Passed

Chief Espie and Michael Boule, came to talk about this item. Michael talked about the grant funding and what it would let them do for plumbing repairs. Chief Espie talked about how this grant usually goes to public safety. He further talked about the devices this would grant.

Councilmember Cline, asked how it will impact residents who are not on the Surprise water system? Michael talked about how they would be able to see how far the grant will go.

Vice-Mayor Judd, talked about why he wanted to pull this item for review. He thanked staff for getting this grant.

16. Consideration and action pertaining to acceptance of a Quit Claim Deed from Suburban Land Reserves for right-of-way aligning with Sweetwater Avenue and Reems.
17. Consideration and action pertaining to acceptance of a Quit Claim Deed from Shirley Edwards for right-of-way along Lone Cactus Road near 219th Avenue.

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

18. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget moving budget authority of \$25,000 from General Contingency to services in the Tourism Fund and approval of the Tourism Fund Reimbursement Agreement with AZ Fall Classic; Resolution #2023-147.

Kendra Pettit, Director of Sports and Tourism, introduced XXXX and Trever Hyde. Trever, owner of AZ fall classic, gave a history of his company and their goals. Kendra talked about the goals of the strategic plan. She gave a recap of previous Fall Classics. She talked about the 100 room nights agreement.

Motion: To Approve

Initiated By: Patrick Duffy

Seconded By: Chris Judd

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

No: None

Abstain: None

Vote Result: Passed

19. Presentation and discussion pertaining to the FY2023 Financial Status Report through June 2023.

Andrea Davis, came to talk about this item. She talked about General Fund Sources, and General Fund Uses.

Councilmember Cline, asked what the delays in posting mean? Andrea said that the largest source of revenue is sales tax. She talked about how the money goes to the State which in turn gives it back to the City and it is a two month delay. Councilmember Cline asked about income tax. Andrea said it was ... and that property tax that is from past October and march. Councilmember Cline talked about how the money comes in uneven waves.

20. Presentation and discussion regarding an update on the City's water resources.

Michael Boule, Water Resource Management Director, along with Amy XXXXX presented this item. Amy gave a Colorado River Update, and Region Water Policy Update. Michael talked about the Assured Water Supply Committee. Amy gave a Water Resources Round Table Update. Michael gave an update about potential Water Conservation Ordinance. Amy talked about possible code changes, Michael said they were testing some of the proposals as well. Amy talked about the Water Conservation Grant Update. Michael further added information about Resiliency Planning, Amy talked about the Bartlett Dam modification project.

Vice-Mayor Judd, asked about designated providers and if any neighbors are doing it? Michael said they mostly all are. Vice-Mayor asked about rebates on turf removal. Amy said they had increased the amount to a \$1 per square foot with a minimum 500 square feet. Judd asked if it would be the same rebate? Amy said it would be the same rebate but increasing the dollar amount and range.

Councilmember Cline, talked about people in the City who are not on City Water and it was a good idea to look at those areas.

Councilmember Haney, asked about what requirements do developers have before they can build? Michael talked about committed customers, and planned demand. He talked about how they model everything.

21. Presentation and discussion pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to revise standards to update and clarify lighting provisions; Case FS22-1581.

Senior Planner, Trevor Fleetham, presented this item. He gave an update and overview about the Zoning Text Amendment FS22-1581. He talked about Key Changes proposed, 20:1 ratio, applicable sections, and community feedback. He further talked about pole mounting height configurations and gave examples of each type. He gave a proposed timeline of the project.

Councilmember Cline, said that this had been an item of issue within her communities. She said it was difficult to get the appropriate lights to replace for Dark Sky designations. She further asked XXXXX. Trevor said the effective date is 30 days. He said it would not retroactively affect new developments. She asked about grandfathering in older signage. Trevor said whatever is there is there.

Councilmember Duffy, asked XXXXX Trevor said it was specific to on sight lighting. Duffy said that it looked like a truck could hit the the lower lights. Lloyd talked about XXXX.

Vice-Mayor Judd, asked how much light big industrial buildings are allowed to shine into homes?

Trever said the minimum allowed is .2 foot candles and a maximum of 20:1 ratio. VM Judd said that they cannot blast Lights? Trever said that's right. VM Judd asked about dark sky's around white tanks? Trever talked about different lighting zones and how white tanks lands in a low intensity zone. VM Judd then asked about discretion that would be given for community Development director? Trever talked about projects that could have unique restraints. Judd asked if there was any specific examples? Lloyd said there were no specifics currently and how having the flexibility could be helpful in the future. Judd asked if developers know going into it? Lloyd said it is something they discover later into it.

Councilmember Hastings, said he supports administrator approval. He said he doesn't want to bog down development.

Councilmember Cline, said he supports not slowing anything down.

22. Presentation and discussion pertaining to an update on Sober Living Facilities.

Tiffany Copp, Assistant Director, came to give an update on this item. She gave a timeline of previous events. She talked about Public Safety Calls for Service, Code Enforcement Stats, Short-Term Rental Update, and Monitoring Trends.

Vice-Mayor Judd, asked about the licensed homes and if there have been any calls for service at them. Tiffany said that a couple have but the majority are good. Judd asked about HDL, Tiffany said they have been a good partnership with them. Judd asked if DHS could revoke the license. Tiffany said they could do that as well as give fines. Judd asked about the unlicensed homes? Tiffany said they are keeping a list.

Councilmember Haney, thanked staff for their efforts. He talked about how the City was able to work effectively with Citizens. He asked if people can directly report violations? Tiffany said they could do so with DHS and with City. CM Haney asked about the homes spreading out and if the partnership with other cities have helped? Tiffany said the communication has been good.

Councilmember Cline, talked about the impact staff had at the league of cities presenting this problem there.

I. Other Business and Future Agenda Items

Councilmember Duffy, asked about future traffic signals and the process to get them in? Judd Seconded.

J. City Council Reports

Councilmember Haney, talked about the support the city has given to his district. He thanked Staff for their efforts on the state controlled road ways. He said he has a meeting on Thursday, at western peaks, talking about street parking.

Councilmember Cline, said that this is library card month, She talked about ribbon cutting that happened on the 6th. She said talked about the inventory at the City Libraries. She talked about the ribbon cutting for willow canyon football field. She talked about the Cities and Towns dinner with the Central Arizona Project. She talked about the Luke Air Force Base dinner. She talked about a presentation about life long learning made by ASU.

Vice-Mayor Judd, thanked CAP for their efforts. He said he has a meeting tomorrow night at the Tap House at 6 PM as well as a bond presentation.

CM Hastings, Talked about the willow canyon field ribbon cutting. He said he'll have his community meeting at the library. He talked about the education subcommittee and upcoming items they'll bring to council.

CM Duffy, talked about Tuesday September 26 at 8:30 for a pool opening????

Mayor Hall, talked about Saturday October 7 mark Coronado park for fiesta Grande

K. Executive Session

Motion: To Enter Executive Session

Initiated By: Cline

Seconded By: Duffy

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

No: None

Abstain: None

Vote Result: Passed

Entered executive session at 8:14

1. Consideration and action to recess into executive session in order for the City Council to consider and provide its position and instructions pertaining to the negotiations of the contract for a future signature City of Surprise music festival pursuant to A.R.S. 38-431.03(A)(4).
2. Executive Session Items
3. Executive Disclaimer - Part 1
4. Executive Disclaimer - Part 2
5. Executive Disclaimer - Part 3

L. Adjournment

Meetings reconvened at 8:30 P.M.

Motion: To Adjourn

Initiated By: Chris Judd

Seconded By: Nick Haney

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

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 8:31 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, September 19, 2023.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, September 19, 2023 @ 5:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular City Council Workshop Session of Tuesday, September 19, 2023 to order at 5:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise AZ 85474.

B. Roll Call

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

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

G. Call To The Public

H. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Discussion pertaining to the Bond Election 2023.

City Manager Bob Wigenroth, and Andrea Davis, Chief Financial Officer, came to talk about this item. They talked about the growth of the city and the different projects and challenges that the City is facing. He talked about upcoming 14 public meetings about the bond. Andrea talked about the video and the information available online. She presented a video about the Bond.

Mayor Hall asked if the film is done, Bob said it was done but would invite feedback. Mayor Hall said they should show the congestion at 163rd and Grand Avenue to highlight the need for the improvement. He talked about showing houses to demonstrate growth. Councilmember Haney, said he liked the video and agreed with the Mayor. He said that he wanted to clarify what the Bond would do exactly and that its improving areas that the City can control. Bob said that they have footage they could edit in. He said they have their full compliment of staff available at the upcoming meetings to help answer any questions from the public. Mayor Hall talked about the different traffic problems of Surprise.

Councilmember Duffy, talked about the well at 175th and Waddell. He asked if it could be mentioned in the video? Andrea said that they could have that conversation in person at the upcoming public meetings. Mayor Hall talked about putting areas into context for ease of

reference.

Councilmember Haney, asked if there was still an opportunity to vote in person? Kristi confirmed that they would.

Councilmember Hastings, clarified that the City can't take a position on this item.

Bob said they would be working hard at the community meetings and talked about the potential of the project.

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: Jack Hastings

Seconded By: Aly Cline

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

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 5:24 PM.

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, September 19, 2023.

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 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, "Dale Lane Place" and dated August 15, 2023, a property located east of the southeast corner of Dale Lane and 177th Avenue; Case FS23-0211.

Motion:

I move to approve the Final Plat entitled, "Dale Lane Place" and dated August 15, 2023.

Background:

Lucero Sanchez of Valley Ridge Homes LLC seeks approval of a Final Plat of the subject property located east of the southeast corner of Dale Lane and 177th Avenue. The proposed Final Plat splits the subject property, one (1) existing parcel of approximately 4.79 gross acres, into four (4) parcels. As this property was informally split through Maricopa County previously, the purpose of this Final Plat is to formalize these new lot lines and dedicate the required easements.

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 - FS23-0211 Enida Reyna Final Plat - Staff Report
 2. 01 - FS23-0211 Enida Reyna Final Plat - Vicinity Map
 3. 02 - FS23-0211 Enida Reyna Final Plat - Zoning Map
 4. 03 - FS23-0211 Enida Reyna Final Plat - Final Plat
 5. 04 - FS23-0211 Enida Reyna Final Plat - Final Plat Exhibit
 6. 05 - FS23-0211 Enida Reyna Final Plat - Luke AFB Letter
 7. FS23-0211 Enida Reyna Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0211

Project Name: Enida Reyna Final Plat

Council District: 1 – Acacia

City Council Date: October 3, 2023

Planner: Jani Wertin, Planner I

Owner: Aaron J. McGraw, Dmitriy Spichinevskiy,
Veda Y. Pernell, & Enida Reyna

Applicant: Lucero Sanchez of Valley Ridge Homes LLC

Request: Final Plat to subdivide one (1) parcel approximately 4.79 gross acres, into four (4) parcels.

Site Location: Located east of the southeast corner of Dale Lane and 177th Avenue

Site Size: Approximately 4.79 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.

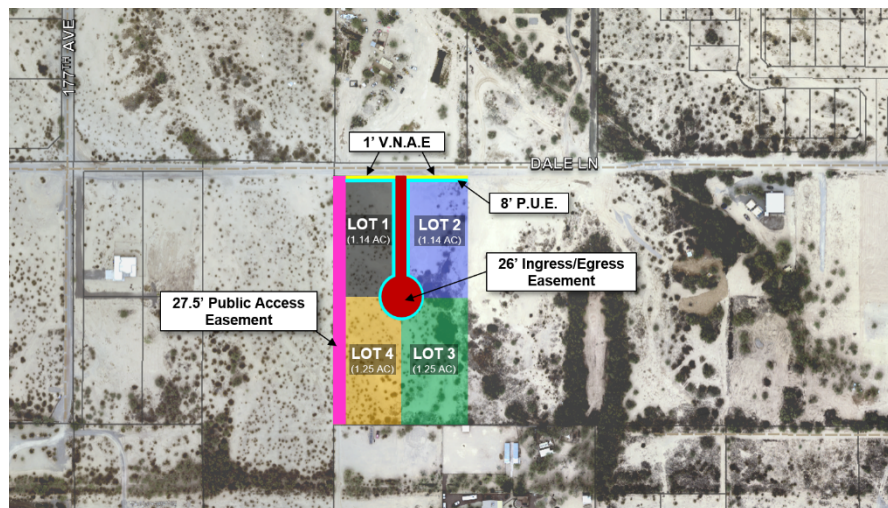
Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

Lucero Sanchez of Valley Ridge Homes LLC requests approval of a Final Plat entitled "Final Plat of Dale Lane Place," dated August 15, 2023. The subject parcel is zoned Rural Residential (RR) and is located east of the southeast corner of Dale Lane and 177th Avenue. The proposed Final Plat subdivides one (1) existing parcel of approximately 4.79 gross acres, into four (4) parcels. As this property was informally split through Maricopa County previously, the purpose of this Final Plat is to formalize these new lot lines and dedicate the required easements.

As a part of this subdivision, a 27.5-foot public access easement will be dedicated along the western boundary of Lots 1 and 4 and a 26-foot ingress-egress easement will be dedicated along the east side of Lot 1 and the west side of Lot 2, terminating in a cul-de-sac at the northwestern corner of Lot 3 and the northeastern corner of Lot 4. A 1-foot vehicle non-access easement (VNAE) will be dedicated along the northern boundary of Lots 1 and 2, abutting Dale Lane, on either side of the 26' ingress-egress easement. An 8-foot public utility easement (PUE) will be dedicated alongside both the VNAE and the ingress-egress easement.

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



Lots 1, 2, 3 and 4 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 1 – 1.14 acres (49,631 square feet)
- Lot 2 – 1.14 acres (49,635 square feet)
- Lot 3 – 1.25 acres (54,589 square feet)
- Lot 4 – 1.25 acres (54,585 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:

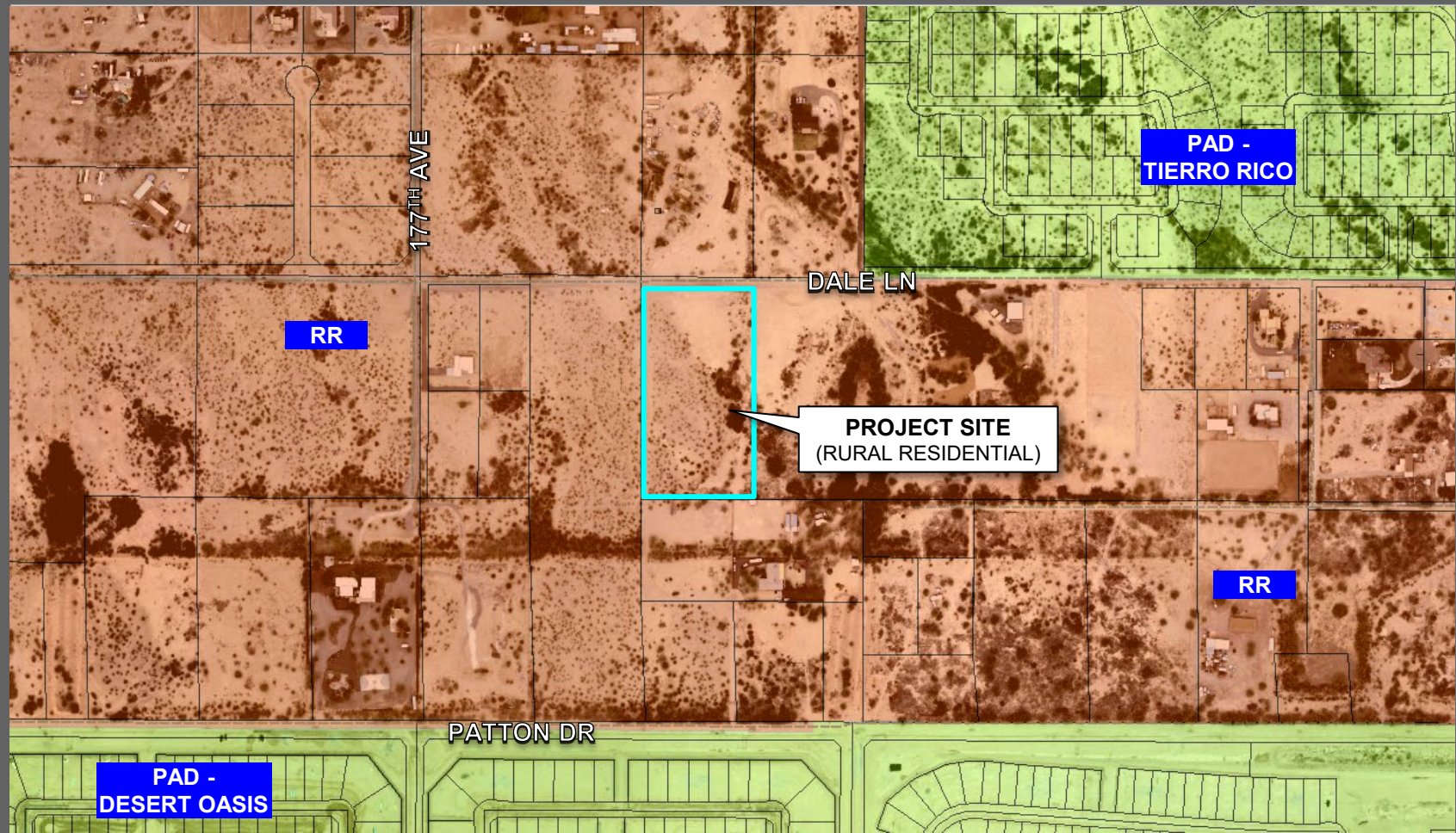
This project was routed to both Luke Air Force Base and the Maricopa Water District. Both agencies have indicated no objections.

Attachments:

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



FS23-0211 VICINITY MAP



DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS: THAT AARON J. MCGRAW, THE LEGAL OWNER OF LOT 1, DMITRIY SPICHINEVSKIY, THE LEGAL OWNER OF LOT 2, VEDA Y. PERNELL, THE LEGAL OWNER OF LOT 3, AND ENIDA REYNA, THE LEGAL OWNER OF LOT 4, ("OWNERS") DO HEREBY PUBLISH THIS PLAT OF "DALE LANE PLACE", A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISH THIS PLAT AS, AND FOR, "DALE LANE PLACE" AND HEREBY DECLARE THAT SAID PLAT SET 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.

OWNERS HEREBY DEDICATE TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAY AS SHOWN ON THE PLAT.

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

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 AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES.

OWNERS HEREBY GRANT 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 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 OPERATIONS OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

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

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

RELEASE OF LIABILITY

AARON J. MCGRAW, DMITRIY SPICHINEVSKIY, VEDA Y. PERNELL, AND ENIDA REYNA ("OWNERS") DO HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES 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. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNERS AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

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

IN WITNESS WHEREOF:

AARON J. MCGRAW, AS OWNER OF LOT 1, DMITRIY SPICHINEVSKIY, AS OWNER OF APN: LOT 2, VEDA Y. PERNELL, AS OWNER OF LOT 3, AND ENIDA REYNA, AS OWNER OF LOT 4, HAS HERUNDER CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF LORENZO M. LAZCARES, DMITRIY SPICHINEVSHIY, VEDA Y. PERNELL, EDINA REYNA, ITS OWNERS.

THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2023.

OWNER/AUTHORIZED SIGNER

OWNER/AUTHORIZED SIGNER

OWNER/AUTHORIZED SIGNER

OWNER/AUTHORIZED SIGNER

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 WAO 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.

FINAL PLAT
OF
"DALE LANE PLACE"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS ____ DAY OF _____, 2023, AARON J. MCGRAW, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THAT AARON J. MCGRAW IS THE LEGAL OWNER OF APN: 503-61-180A OF MARICOPA COUNTY RECORDS, EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED.

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

NOTARY PUBLIC EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS ____ DAY OF _____, 2023, DMITRIY SPICHINEVSKIY, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THAT DMITRIY SPICHINEVSKIY IS THE LEGAL OWNER OF APN: 503-61-180C OF MARICOPA COUNTY RECORDS, EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED.

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

NOTARY PUBLIC EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS ____ DAY OF _____, 2023, VEDA Y. PERNELL, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THAT VEDA Y. PERNELL IS THE LEGAL OWNER OF APN: 503-61-180E OF MARICOPA COUNTY RECORDS, EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED.

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

NOTARY PUBLIC EXPIRES

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS ____ DAY OF _____, 2023, ENIDA REYNA, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THAT ENIDA REYNA IS THE LEGAL OWNER OF APN: 503-61-180F OF MARICOPA COUNTY RECORDS, EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED.

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

NOTARY PUBLIC EXPIRES

SHEET 1 OF 2
NO. OF LOTS = 4
GROSS AREA: 4.78512 AC.

SURVEYOR

MILLER LAND SURVEYING
DEJAN KNEZEVIC, RLS 57279

MAILING ADDRESS:
131 S. 20TH ST.
PHOENIX, AZ 85034

602.243.7193

PARENT PARCEL (SITE)

APN: 503-51-007X

ADDRESS: N/A

AREA:
±208,440 SQ. FT. / ±4.78512 ACRES

ZONING DISTRICT: RR

OWNERS

LOT 1

AARON J. MCGRAW
4008 NE 105TH ST.
VANCOUVER, WA 98686

LOT 2

DMITRIY SPICHINEVSKIY
14529 W. CORTEZ ST.
SURPRISE, AZ 85379

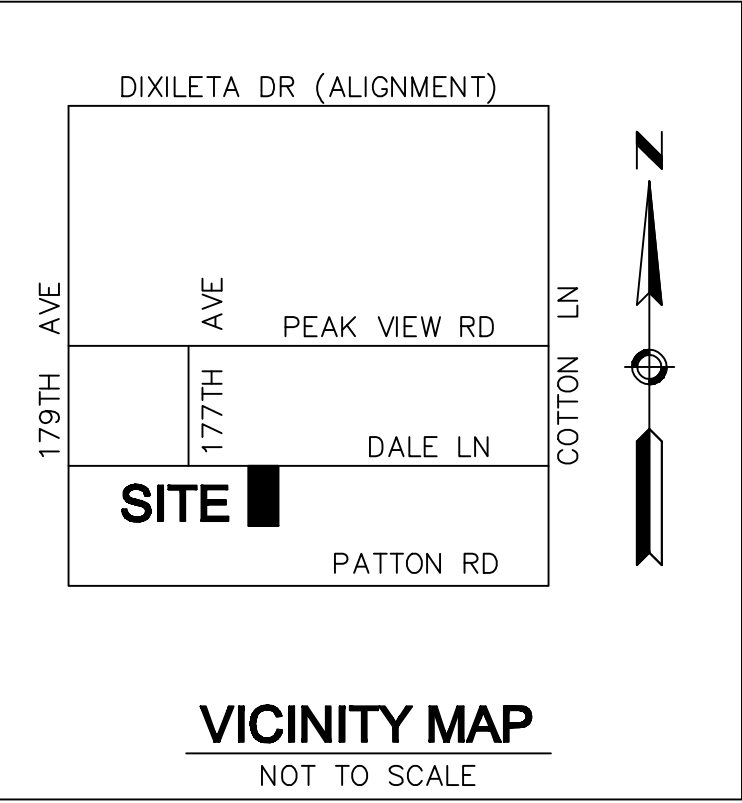
LOT 3

VEDA Y. PERNELL
305 CRIMSON RIVER DR.
MOUNT CLEMENS, MI 48043

LOT 4

ENIDA REYNA
8396 N. 107TH LN.
PEORIA, AZ 85345

MARICOPA COUNTY RECORDING INFORMATION



NOTES

- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- OWNERS OF PROPERTY ADJACENT TO PUBLIC RIGHT-OF-WAY WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL LANDSCAPING WITHIN THE RIGHTS-OF-WAY IN ACCORDANCE WITH APPROVED PLANS.
- 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 OWNERS.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE 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
- STRUCTURES AND LANDSCAPING WITHIN A TRIANGLE MEASURING 33' X 33' ALONG THE PROPERTY LINES WILL BE MAINTAINED AT MAXIMUM HEIGHT OF 3'.
- A RESIDENTIAL SPRINKLER SYSTEM IS REQUIRED FOR HOUSES BUILT IN AREAS WITH LIMITED WATER SUPPLY AND FIRE FLOW. FIRE SPRINKLER PLANS SHALL BE SUBMITTED WITH THE BUILDING PLANS. (903.2.8.1 IFC LOCAL AMENDMENT) INCLUDE A NOTE ON THE FINAL PLAT INDICATING THE REQUIREMENT.
- 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.

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 _____ CITY ENGINEER _____ DATE _____

CITY OF SURPRISE COUNCIL APPROVAL

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

ATTEST:

MAYOR DATE _____

CITY CLERK DATE _____

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

 08/14/23
REGISTERED LAND SURVEYOR SIGNATURE DATE

MILLER
LAND SURVEYING
131 SOUTH 20TH STREET
PHOENIX, AZ 85034-2512
TEL 602.243.7193
FAX 602.712.1969
www.MillerLS.com
EMAIL@MillerLS.com

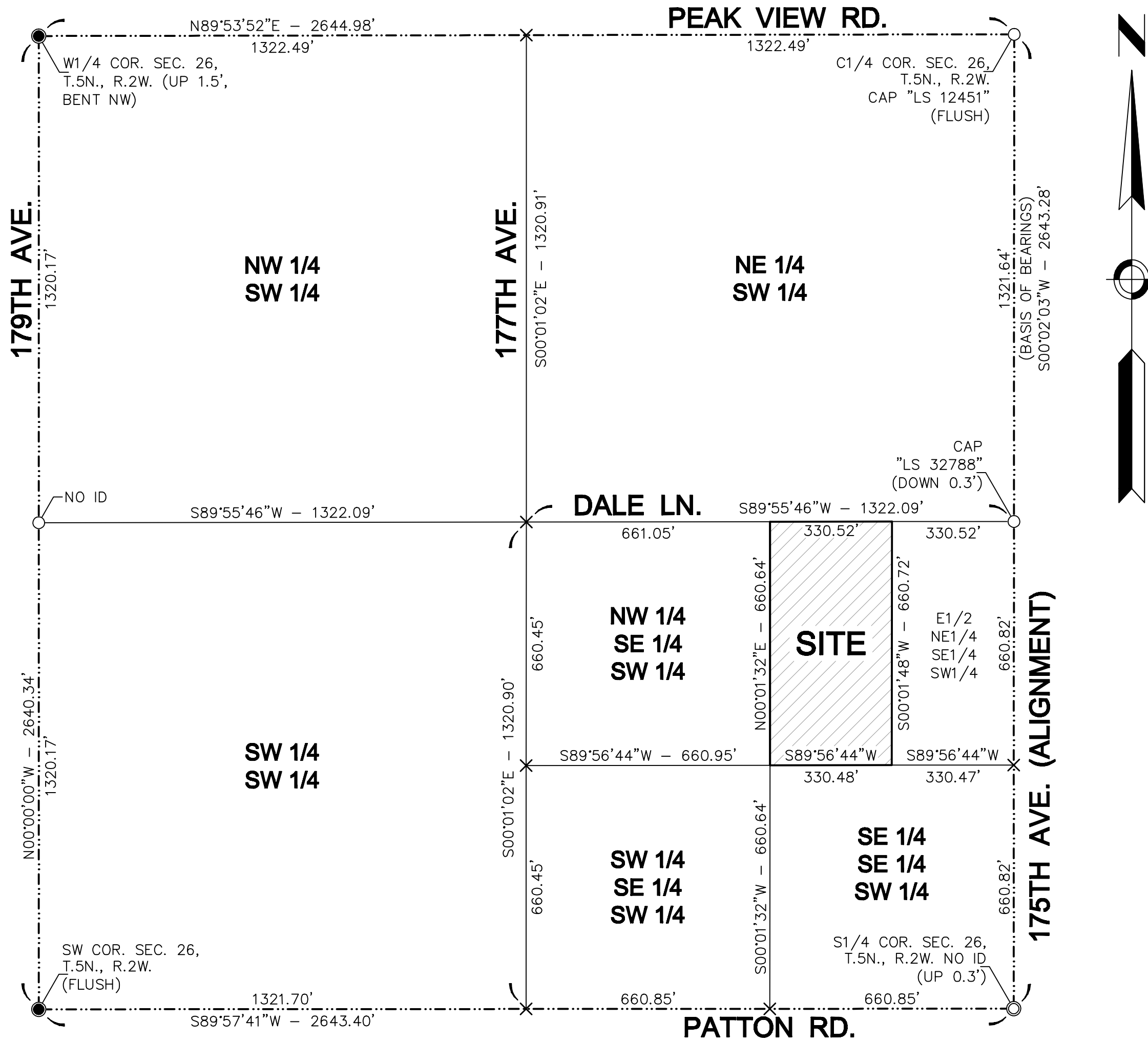


DATE 08/14/2023
REVISION 0
DRAWN 1 DM
CHECKED 1 HC
PROJECT # 118211PLAT

SHEET NUMBER
1 OF 2

FS23-0211

SW 1/4 SEC. 26, T.5N. R.2W.
NOT TO SCALE



RESULTING LEGAL DESCRIPTIONS

LOT 1 (DEED NO. 2023-0417549, M.C.R.)

PARCEL 1, OF MINOR LAND DIVISION RECORDED IN BOOK 1413 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 30 FEET THEREOF; AND

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITES STATES OF AMERICA IN THE PATENT TO SAID LAND.

LOT 2 (DEED NO. 2021-1271538, M.C.R.)

THE EAST HALF OF THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE NORTH 30 FEET THEREOF;

TOGETHER WITH AN UNDIVIDED 5/660TH INTERSEET IN AND TO THE WEST 200 FEET OF THE SOUTH 200 FEET OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST;

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITES STATES OF AMERICA IN THE PATENT TO SAID LAND.

LOT 3 (DEED NO. 2022-0346587, M.C.R.)

THE EAST HALF OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITES STATES OF AMERICA IN THE PATENT TO SAID LAND.

LOT 4 (DEED NO. 2022-0486975, M.C.R.)

THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITES STATES OF AMERICA IN THE PATENT TO SAID LAND.

LEGEND

- FOUND GLO BRASS CAP AS NOTED
- FOUND & ACCEPTED 2" IRON PIPE AS NOTED
- FOUND & ACCEPTED 1/2" REBAR AS NOTED
- ⊙ SET 60D NAIL WITH TAG "RLS 57279"
- × CALCULATED POSITION - NOTHING FOUND OR SET
- △ SET 1/2" REBAR & CAP "RLS 57279"

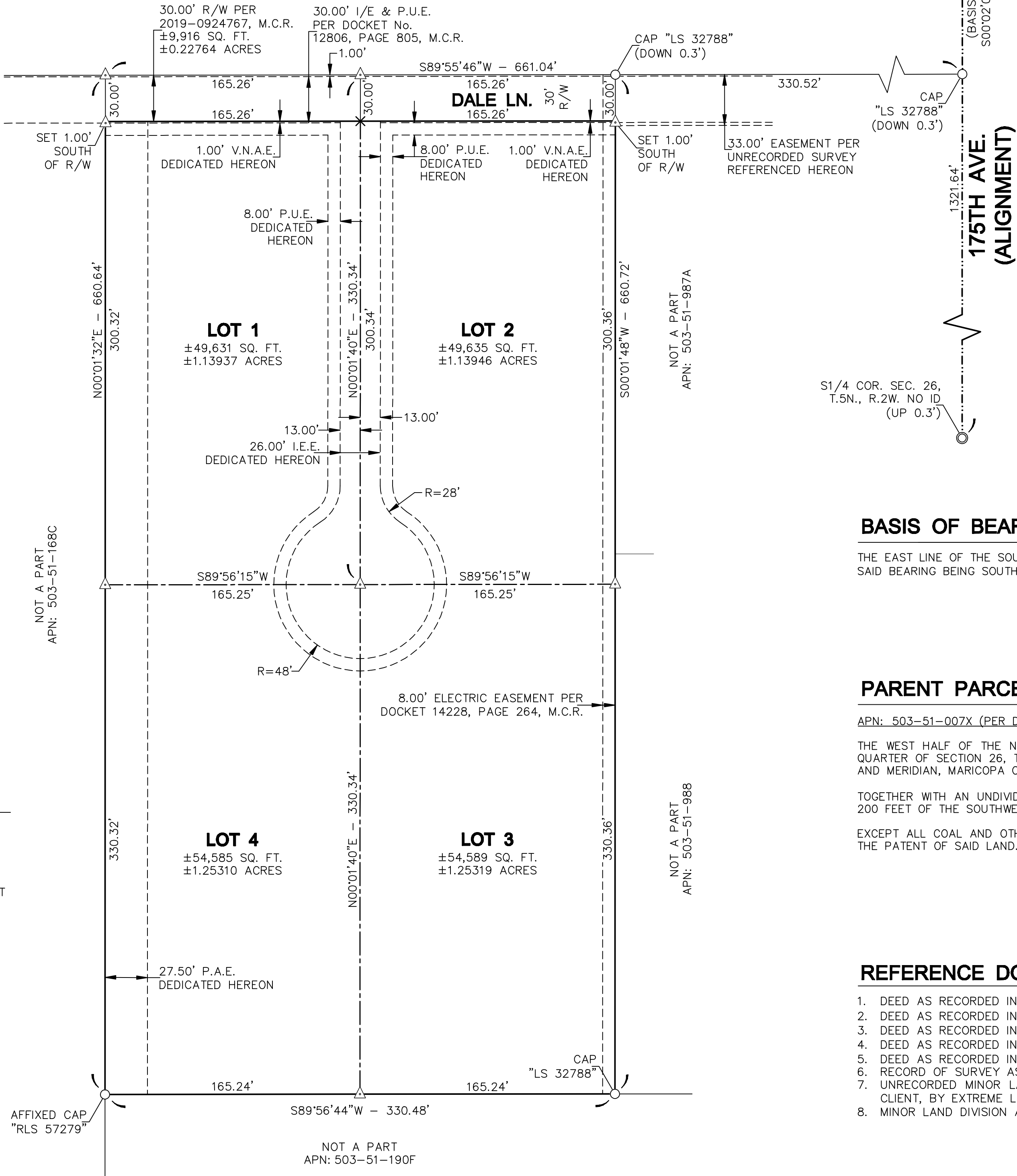
- SECTIONAL LINES
- PARENT PARCEL LINES
- NEW PROPERTY LINES
- EASEMENT LINES

- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
- I.E.E. INGRESS EGRESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT

LOT AREA TABLE		
LOT 1	±49,631 SQ. FT.	±1.13937 ACRES
LOT 2	±49,635 SQ. FT.	±1.13946 ACRES
LOT 3	±54,589 SQ. FT.	±1.25319 ACRES
LOT 4	±54,585 SQ. FT.	±1.25310 ACRES
TOTAL:	±208,440 SQ. FT.	±4.78512 ACRES

FINAL PLAT
OF
"DALE LANE PLACE"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST. SAID BEARING BEING SOUTH 00°02'03" WEST (BOOK 1413 OF MAPS, PAGE 48, M.C.R.).

PARENT PARCEL LEGAL DESCRIPTION

APN: 503-51-007X (PER DEED AS RECORDED IN DOCUMENT No. 2018-0675446, M.C.R.)

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

TOGETHER WITH AN UNDIVIDED 5/660TH INTEREST IN AND TO THE WEST 200 FEET OF THE SOUTH 200 FEET OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST.

EXCEPT ALL COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT OF SAID LAND.

REFERENCE DOCUMENTS

- DEED AS RECORDED IN DOCUMENT No. 2018-0675446, M.C.R. (APN: 503-51-007X)
- DEED AS RECORDED IN DOCUMENT No. 2023-0417549, M.C.R. (APN: 503-61-180A)
- DEED AS RECORDED IN DOCUMENT No. 2021-1271538, M.C.R. (APN: 503-61-180C)
- DEED AS RECORDED IN DOCUMENT No. 2022-0346587, M.C.R. (APN: 503-61-180E)
- DEED AS RECORDED IN DOCUMENT No. 2022-0486975, M.C.R. (APN: 503-61-180F)
- RECORD OF SURVEY AS RECORDED IN BOOK 1529 OF MAPS, PAGE 24, M.C.R.
- UNRECORDED MINOR LAND DIVISION SURVEY OF PROPERTY TO EAST AS PROVIDED BY THE CLIENT, BY EXTREME LAND SURVEYING, INC., JOB No. 4350, DATED 08/01/2015.
- MINOR LAND DIVISION AS RECORDED IN BOOK 1413 OF MAPS, PAGE 48, M.C.R.

MARICOPA COUNTY RECORDING INFORMATION

SHEET 2 OF 2
NO. OF LOTS = 4
GROSS AREA : 4.78512 AC.

MILLER LAND SURVEYING

131 SOUTH 20TH STREET
PHOENIX, AZ 85034-2512
TEL 602.243.7193
FAX 602.712.1969

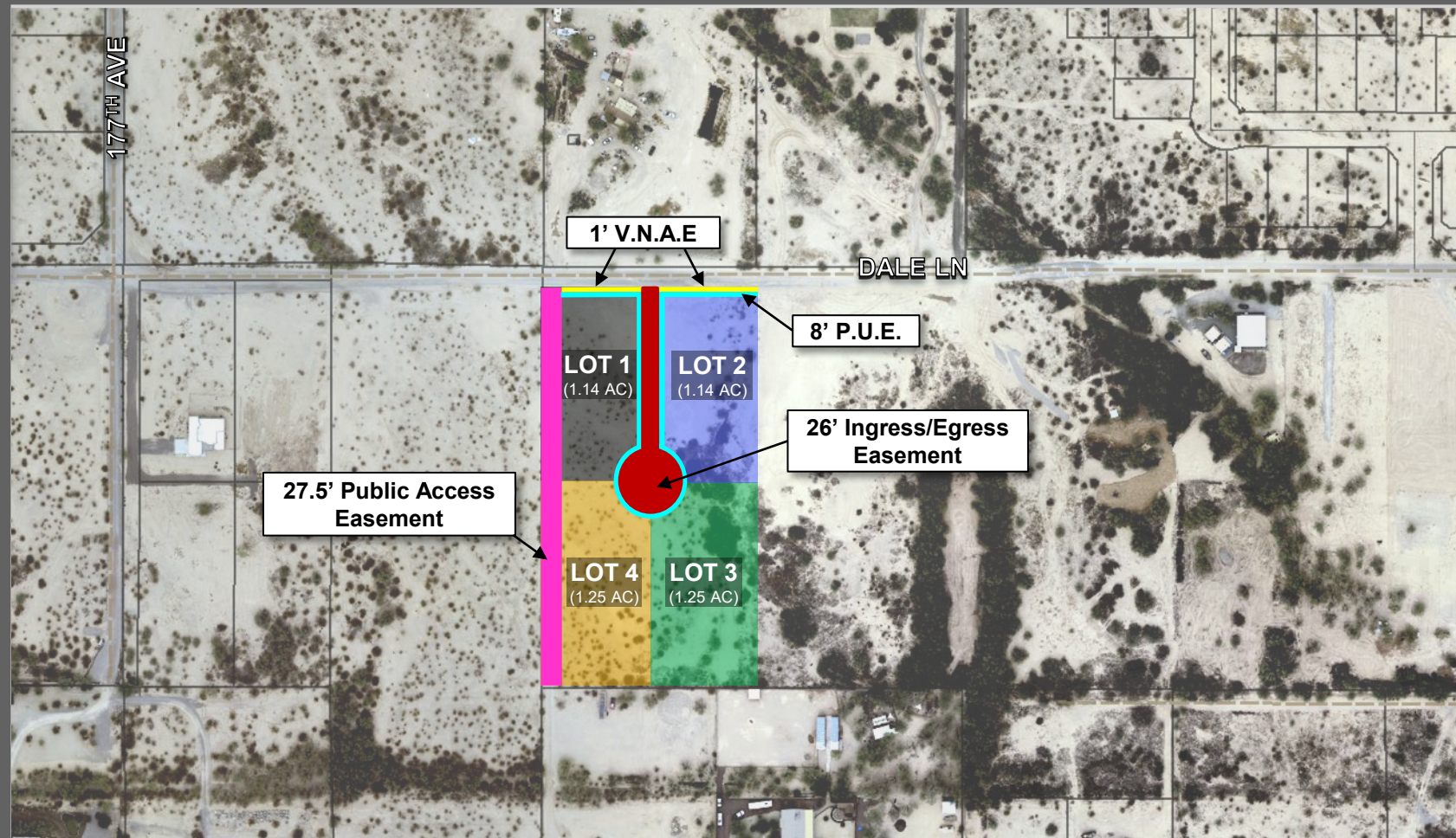


DATE | 08/14/2023
REVISION | 0
DRAWN | DM
CHECKED | HC
PROJECT # | 18211PLAT

SHEET NUMBER

2 OF 2

FS23-0211



From: [JAMES, MARK C CIV USAF AETC 56 FW/CVE](#)
To: [Tierney Farago](#)
Cc: [56 FW/CIT Community Initiative](#)
Subject: RE: FS23-0211 Enida Reyna Final Plat New Digital Submittal 03.10.23
Date: Monday, March 20, 2023 9:12:50 AM
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.*****

Tierney,

Thank you for the opportunity to provide comments on the Enida Reyna Final Plat. The site is 1.6 miles outside the Aux-1 2004 65 Ldn, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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 about Luke AFB operations.

Respectfully,

Mark James

Deputy Director, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-6175
DSN: 896-6175

From: Tierney Farago <Tierney.Farago@surpriseaz.gov>
Sent: Friday, March 10, 2023 4:42 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>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren Gerard <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Nichole Flores <Nichole.Flores@surpriseaz.gov>

Subject: [Non-DoD Source] FS23-0211 Enida Reyna Final Plat New Digital Submittal 03.10.23

Good afternoon,

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

Please feel free to contact us with any questions.

Thanks,

TIERNEY FARAGO

Planning Project Coordinator

City of Surprise | Community Development

16000 N. Civic Center Plaza

Surprise, AZ 85374

623-222-3154

PLEASE NOTE: Effective August 3, 2022 we will be adding 2 business days for out-processing notices.

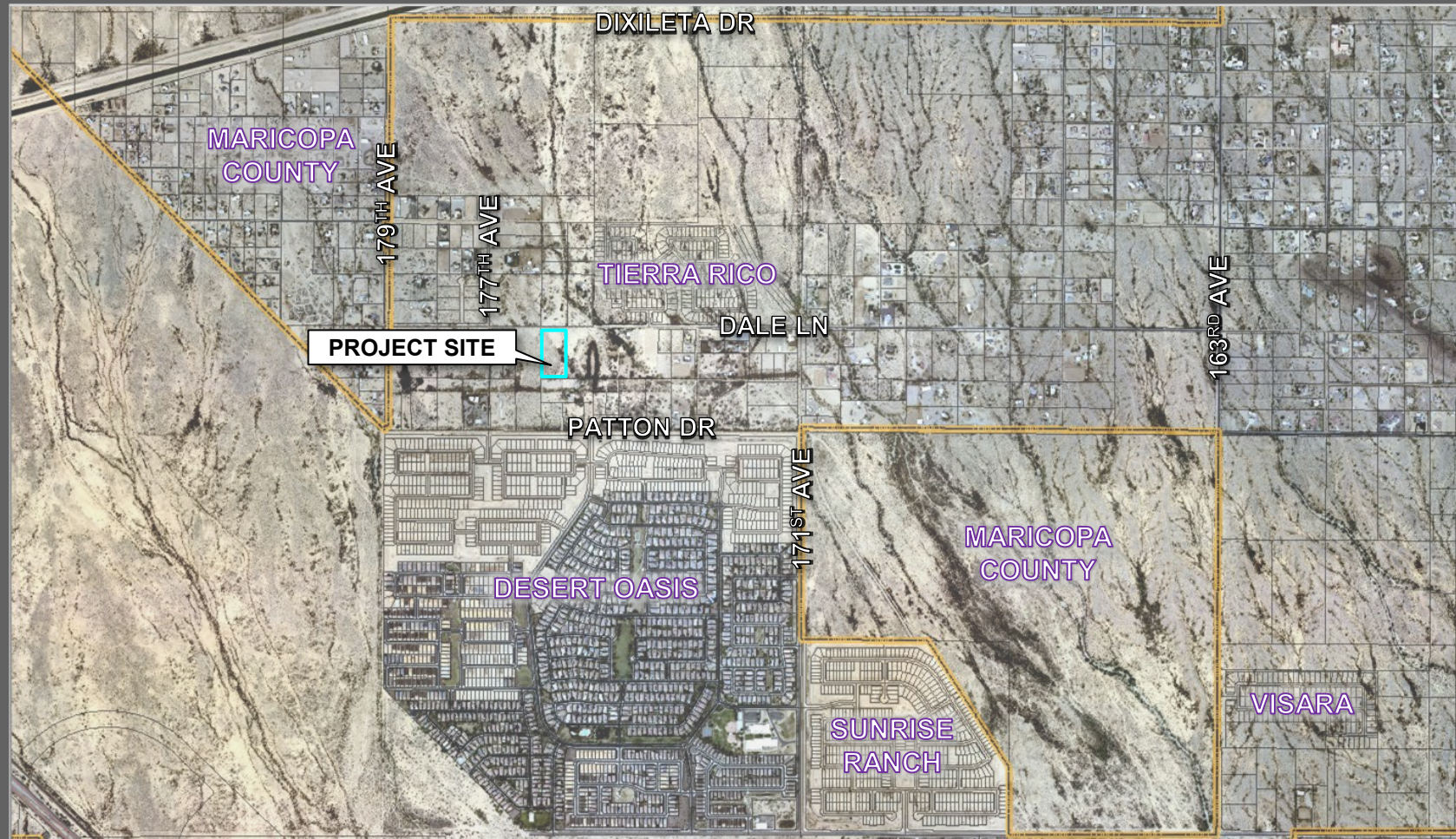
This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be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

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FS23-0211 Enida Reyna Final Plat— Final Plat

City Council
October 3, 2023



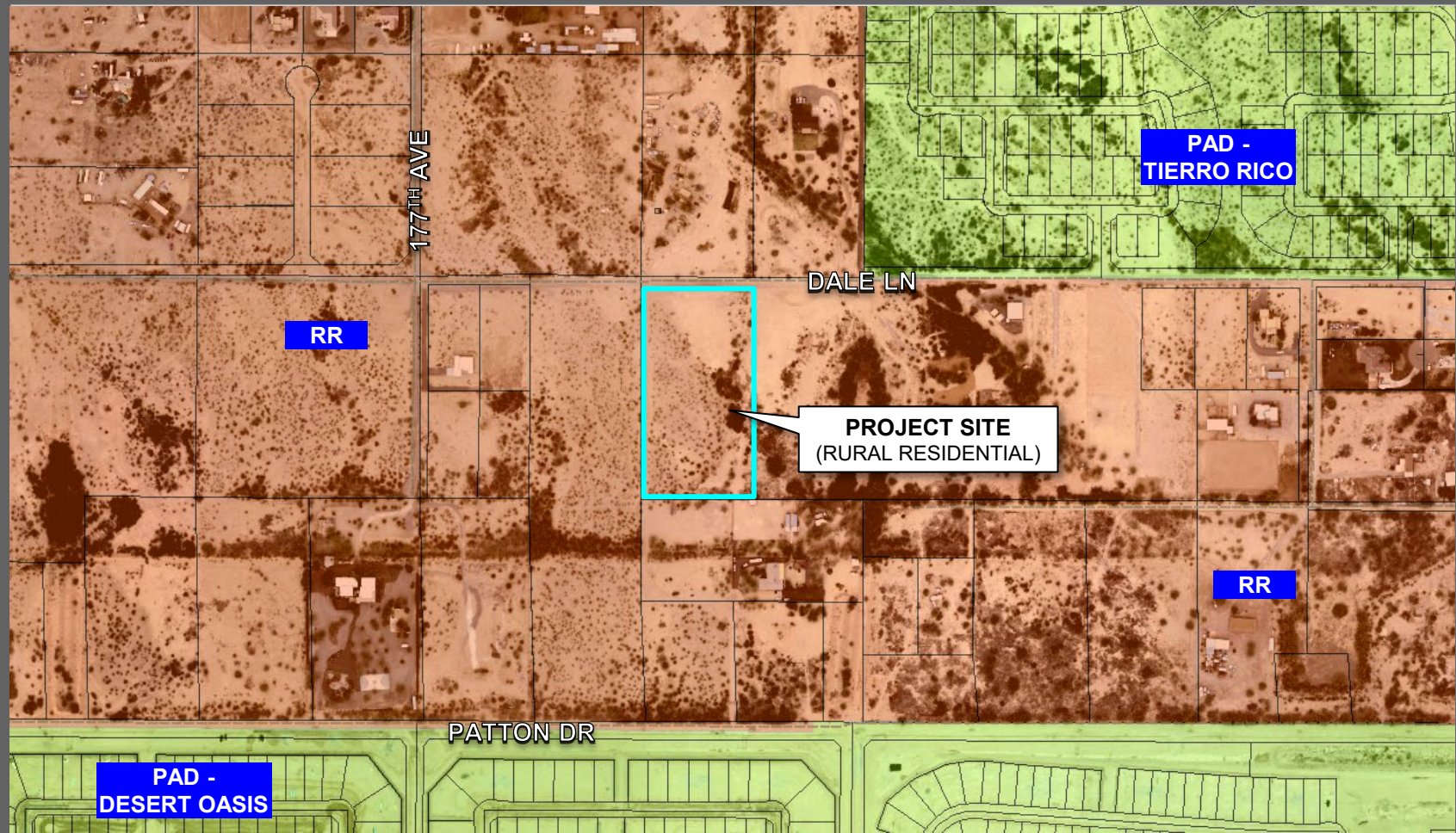


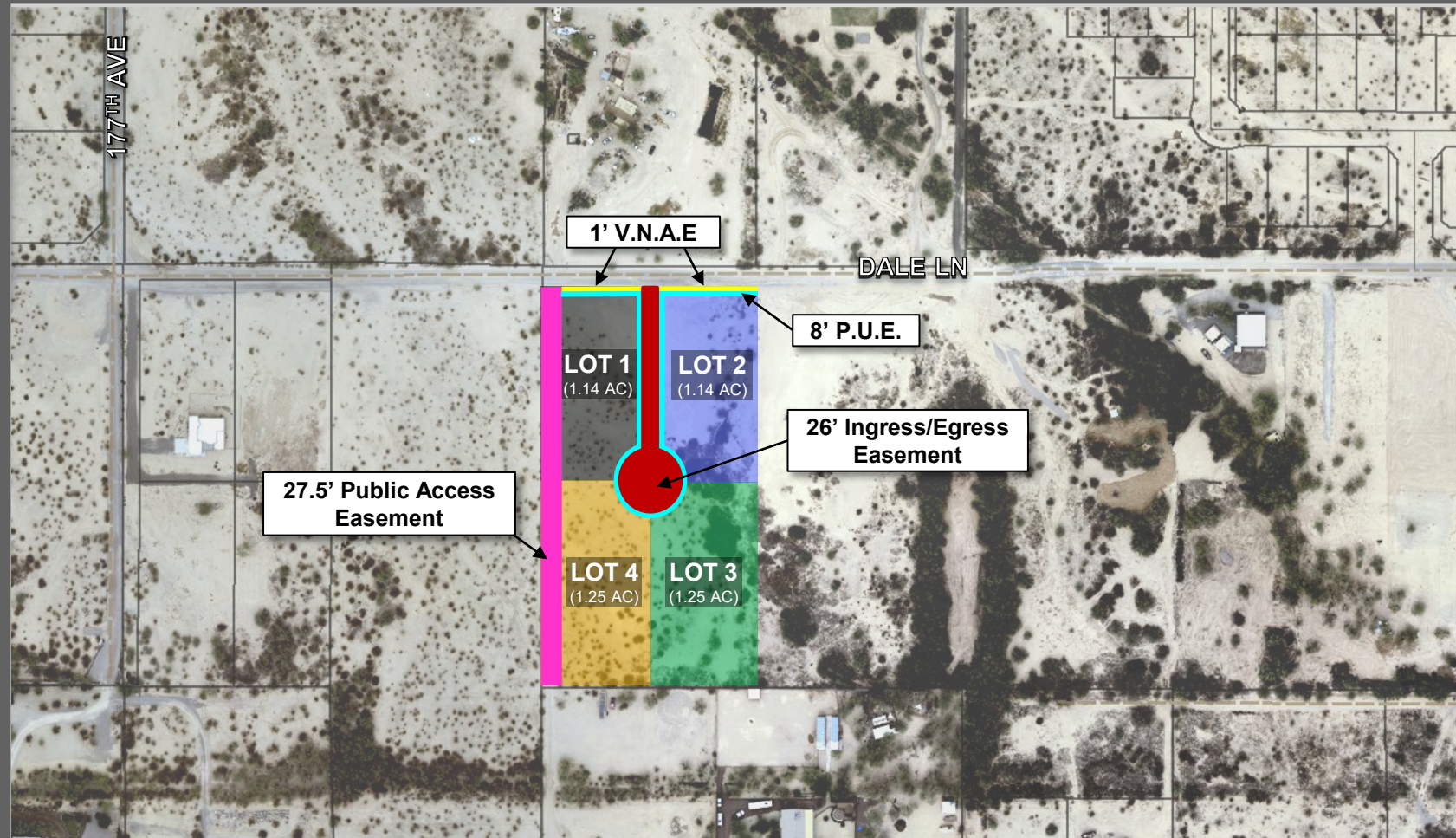
FS23-0211 VICINITY MAP



BACKGROUND

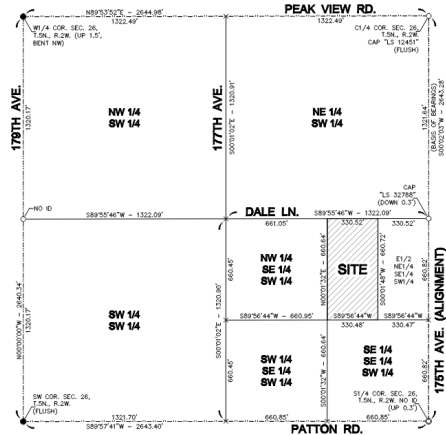
- **November 3, 1988:** The Mayor and City Council approved Ordinance #88-24, annexing the subject property into the City of Surprise.





SW 1/4 SEC. 26, T.5N. R.2W.

NOT TO SCALE



RESULTING LEGAL DESCRIPTIONS

LOT 1 (DEED NO. 2022-047536, M.C.R.)
PARCEL 1, OF MINOR LAND DIVISION RECORDED IN BOOK 1413 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE NORTH 30 FEET THEREOF; AND
EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

LOT 2 (DEED NO. 2022-047538, M.C.R.)
THE EAST HALF OF THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE NORTH 30 FEET THEREOF;
TOGETHER WITH AN UNDIVIDED 5/800TH INTEREST IN AND TO THE WEST 200 FEET OF THE SOUTH 200 FEET OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST.

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

LOT 3 (DEED NO. 2022-046587, M.C.R.)
THE EAST HALF OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

LOT 4 (DEED NO. 2022-046587, M.C.R.)
THE SOUTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

LEGEND

- FOUND-OLD BRASS CAP AS NOTED
- FOUND & ACCEPTED 2" IRON PIPE AS NOTED
- SET 600 NAIL WITH 140 "TALS 5727"
- CALCULATED POSITION - NOTHING FOUND OR SET
- △ SET 1/2" IRON CAP "TALS 5727"

- SECTIONAL LINES
- PARENT PARCEL LINES
- NEW PROPERTY LINES
- EXISTENCE LINES
- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
- I.E. INGRESS EGRESS EXISTENCE
- P.U. PUBLIC UTILITY EXISTENCE
- P.A. PUBLIC ACCESS EXISTENCE

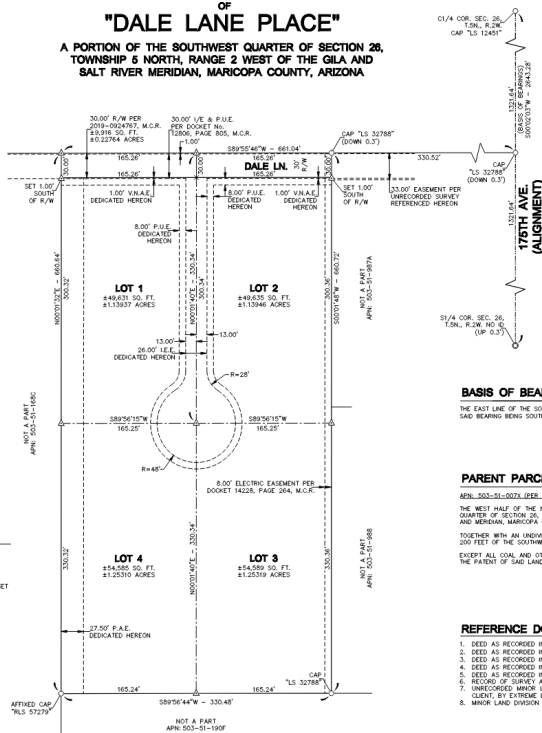
LOT AREA TABLE			
LOT 1	848,631 SQ. FT.	81,13037 ACRES	
LOT 2	848,631 SQ. FT.	81,13046 ACRES	
LOT 3	854,588 SQ. FT.	81,28310 ACRES	
LOT 4	854,588 SQ. FT.	81,28310 ACRES	
TOTAL	3,398,440 SQ. FT.	84,78512 ACRES	

SHEET 2 OF 2
NO. OF LOTS = 4
GROSS AREA = 4,78512 AC.

FINAL PLAT OF

"DALE LANE PLACE"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, SAID BEARING BEING SOUTH 07°02'03" WEST (BOOK 1413 OF MAPS, PAGE 48, M.C.R.).

PARENT PARCEL LEGAL DESCRIPTION

APRIL 502-51-007X (PER DEED AS RECORDED IN DOCUMENT NO. 2018-067446, M.C.R.)

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, TOGETHER WITH AN UNDIVIDED 5/800TH INTEREST IN AND TO THE WEST 200 FEET OF THE SOUTH 200 FEET OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST.

EXCEPT ALL COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

REFERENCE DOCUMENTS

- DEED AS RECORDED IN DOCUMENT NO. 2018-067446, M.C.R. (APRIL 502-51-007X)
- DEED AS RECORDED IN DOCUMENT NO. 2022-047536, M.C.R. (APRIL 502-51-100A)
- DEED AS RECORDED IN DOCUMENT NO. 2022-047538, M.C.R. (APRIL 502-51-100B)
- DEED AS RECORDED IN DOCUMENT NO. 2022-046587, M.C.R. (APRIL 502-51-100C)
- DEED AS RECORDED IN DOCUMENT NO. 2022-046587, M.C.R. (APRIL 502-51-100D)
- RECORD OF SURVEY AS RECORDED IN BOOK 1413 OF MAPS, PAGE 48, M.C.R.
- UNRECORDED MINOR LAND DIVISION SURVEY OF PROPERTY TO EAST AS PROVIDED BY THE CLIENT BY EXTENDED LAND SURVEYING, INC. JOB NO. 4350, DATED 08/07/2020.
- MINOR LAND DIVISION AS RECORDED IN BOOK 1413 OF MAPS, PAGE 48, M.C.R.

MARICOPA COUNTY RECORDING INFORMATION

MILLER LAND SURVEYING

131 SOUTH 20TH STREET
PHOENIX, AZ 85034-2512
TEL: 602.243.7193
FAX: 602.712.1969



DATE 10/04/2023
REVISION 1.0
DRAWN 1.0M
CHECKED 1HC
PROJECT 111231214T
SHEET NUMBER
2 OF 2

FS23-0211

FS23-0211 FINAL PLAT



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 2023 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Consideration and action pertaining to the Final Plat entitled, "Sycamore Farms (Paradisi) – Parcel C"; Case FS22-1117.

Motion:

I move to approve the Final Plat entitled, "Sycamore Farms (Paradisi) – Parcel C".

Background:

The subject request involves a Final Plat for Paradisi Parcel C. The proposed Final Plat includes the subdivision of the 19.78 net acres parcel into 96 single-family lots, for a density of 4.85 DU/Ac., a property generally located east of Cotton Lane and south of Cholla Street.

Objective Analysis:

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

Policy Compliant:

The Final Plat is consistent with the Sycamore Farms PAD and achieves the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS22-1117 - Paradisi Parcel C - Final Plat - Staff Report
 2. 01 - FS22-1117 - Paradisi Parcel C - Final Plat - Vicinity Map
 3. 02 - FS22-1117 - Paradisi Parcel C - Final Plat - Zoning Map
 4. 03 - FS22-1117 - Paradiso Parcel C - Final Plat - Final Plat
 5. 04 - FS22-1117 Paradisi Parcel C - Final Plat - Landscape Plan
 6. 05 - FS22-1117 Paradisi Parcel C - Final Plat - Open Space Plan
 7. 06 - FS22-1117 - Paradisi Parcel C - Final Plat - Luke Letter
 8. FS22-1117 - Paradisi Parcel C - Final Plat - Final Plat Powerpoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-1117

Project Name: Paradisi Parcel C - Final Plat

Council District: 3 - Mesquite

City Council Date: October 3, 2023

Planner: Chris Sexton, Planner II

Owner: Taylor Morrison

Applicant: Jason Burm with Kimley Horn and Associates

Request: Final Plat for a 96 single-family lot residential subdivision located within Parcel C of the Sycamore Farms Planned Area Development (PAD)

Site Location: Generally located east of Cotton Lane and south of Cholla Street

Site Size: 19.78 net acres (approx.)

Density: 4.85 DU/Ac.

General Plan

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

Findings:

- The Final Plat is consistent with the Surprise General Plan 2035.
- The Final Plat is consistent with the Sycamore Farms PAD.
- The Final Plat is consistent with the Surprise Land Development Ordinance regulations.
- The Final Plat is in substantial conformance with the Preliminary Plat approved under case FS19-787.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property into 96 single-family lots, as proposed.

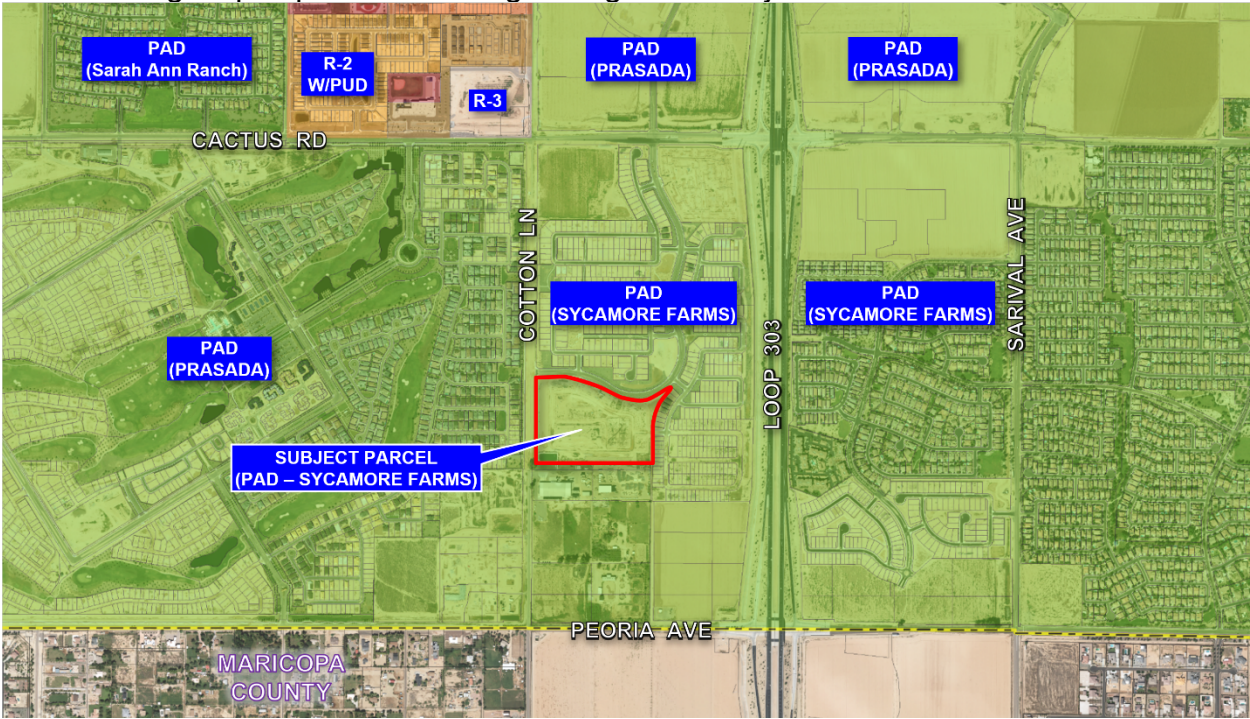
Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

PROJECT DESCRIPTION:

Jason Burm with Kimley Horn, on behalf of Taylor Morrison seeks approval of a Final Plat known as Parcel C located in the Sycamore Farms PAD. The applicant seeks to subdivide the subject property into 96 lots over approximately 19.78 net acres, for a gross density of 4.85 DU/Ac. The proposed subdivision will integrate into the larger Sycamore Farms community.

SURROUNDING LAND ZONING:

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



Prasada PAD (Single Family)	Sycamore Farms PAD (LDR)	Sycamore Farms PAD (MDR)
Prasasda PAD (Single Family)	Sycamore Farms PAD (MDR)	Sycamore Farms PAD (MDR)
Prasada PAD (Prasada Lake Village)	Sycamore Farms PAD (Mixed Use)	Sycamore Farms PAD (Institutional)

BACKGROUND:

July 22, 2004: The parcel was annexed into the City under Ordinance 04-21.

July 22, 2004: The City Council approved the Sycamore Farms PAD under case PAD03-153.

February 21, 2017: The City Council approved the Sycamore Farms PAD amendment to allow changes in land use and certain commercial development standards under case FS16-231.

March 5, 2019: The City Council approved the amendment to the Sycamore Farms PAD by modifying 200.3 acres of Residential and Commercial zoned properties on the southeastern corner of Cotton Lane and Cactus Road under case FS18-554.

June 16, 2020: The City Council approved the Preliminary Plat under case FS19-787.

August 10, 2022: The applicant filed the subject request under FS22-1117.

June 6, 2023: The City Council approved an amendment to the Sycamore Farms PAD to revise the land use plan, development standards and dwelling unit counts under case FS22-0866.

September 7, 2023: The Community Development Director and City Engineer approved a minor amendment for clarifications in the PAD under case FS21-487.

ANALYSIS AND DISCUSSION:

The subject plat will create 96 single-family residential lots within 19.78 net acres which provides for a density of 4.85 Du/Ac for the medium density parcels. Parcel C is one of six parcels located within the Sycamore Farms PAD that is designated as Medium Density Residential. The lot will be in accordance with the approved zoning for Sycamore Farms Parcel C, as well as the approved Preliminary Plat Case FS19-787. Below is the Development Standards Table:

STANDARD	PROPOSED LDR STANDARD	PROPOSED MDR STANDARD
MAXIMUM DENSITY (DU/ACRE)	5	6
MINIMUM LOT AREA (SF)	6,000	2,600
MINIMUM LOT WIDTH (FT)*	58	30
MINIMUM LOT DEPTH (FT)	110	80
MINIMUM FRONT YARD SETBACK (LIVABLE AREA/FRONT FACING GARAGE) (FT)	12/20 ^{b,c}	12/20 ^{b,c}
MINIMUM SIDE YARD SETBACK (FT)	5 ^c & 8 ^c	0 ATTACHED, 5 ^c & 5 ^c DETACHED
MINIMUM REAR YARD SETBACK (FT)	15 ^{c,d} LIVING, 5 FOR GARAGE OR UNCLOSED PATIO	10 ^{c,d} LIVING, 5 FOR GARAGE OR UNCLOSED PATIO
MAXIMUM BUILDING HEIGHT (FT)	30	36

- a) LOT WIDTH SHALL BE MEASURED AT THE FRONT SETBACK AS SHOWN ON PRE-PLAT. THE FRONT SETBACK SHALL BE LOCATED AT THE MINIMUM FRONT YARD SETBACK FOR TYPICAL SHAPED RECTANGULAR LOTS. FOR IRREGULAR SHAPED LOTS, THE FRONT SETBACK SHALL BE THE LARGER OF EITHER THE MINIMUM SETBACK OR AT THE LOCATION WHERE THE DISTANCE ALONG THE SETBACK MEETS THE MINIMUM LOT WIDTH.
- b) FRONT FACING GARAGES SHALL HAVE MIN 20FT FRONT YARD SETBACK FROM STREET RIGHT-OF-WAY. FRONT YARD SETBACKS MAY BE REDUCED TO 12FT FOR SIDE LOADED GARAGE AND LIVABLE AREA OF THE HOME.
- c) ANY DIMENSIONAL REQUIREMENT NOT IN COMPLIANCE WITH THE STANDARDS IN THE TABLE AND FOOTNOTES ABOVE SHALL BE IN VIOLATION OF THIS ORDINANCE.
- d) REAR SETBACK 5' FOR GARAGE OR UNENCLOSED PATIO. FIREPLACE, BAY WINDOWS, OR ENTERTAINMENT POP-OUTS MAY ENCROACH 3 FEET INTO THE REAR SETBACK.

Access

Access to the project will be from Cholla Street via Cotton Lane located along the northerly portion of the project. In addition, a second access point located in the easterly portion of the project from Shangri-La Road to the east through Parcel D.

Open Space & Landscaping

With the open space requirement of 20% (per the Land Development Ordinance [LDO]), the proposed 7.47 acres of open space meets the minimum standard providing 20% of open space. Of that, 1.53 acres will be active open space and 5.94 acres will be passive open space. The amenity area will include a series of play structures for tots and a ramada. In addition, Paradisi Parcel B houses the main 2.12-acres amenity site (previously approved under case FS21-510) that includes a 5,904 square foot community building, 3,325 square foot style pool, playground, amenity lawn and outdoor yoga lawn.

Each neighborhood, including Parcel C, within the Sycamore Farms PAD will develop a 6-foot-wide pedestrian trail connection that will link from the adjacent residential subdivision to the linear open space corridor trail, adjacent to Loop 303 freeway. The site will be well landscaped and meet all applicable standards of the PAD and other City codes.

Primary Theme Walls located around a majority of the project perimeter will consists of 6'4" high split face CMU panels with vertical score block panels, punctuated by masonry columns finished with stone veneer. The Partial View Wall will consist of 4'4" vertical score block panels with painted smooth face block with 1'8" tubular steel. Lastly, there will be an 8-foot theme wall with high split face CMU panels with vertical score block panels punctuated by masonry columns finished with a stone veneer located along the southerly and westerly perimeter of the project.

Utility and Services Table:

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

Conformance with Adopted Plans:

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

This project is located within the Neighborhood Character area of the General Plan. The proposed subdivision 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 single-family development pattern established in the vicinity of this parcel.

Reviewing Agencies:

In addition to the standard city reviewing agencies, Arizona Department of Transportation, Maricopa County Planning and Development Department, and Luke AFB were included in the routing of this request. None of the reviewing agencies indicated any concerns over the request.

Summary:

The subject Final Plat meets the requirements of the Sycamore Farms PAD and the LDO. All city reviewing departments have reviewed the request and expressed no concerns.

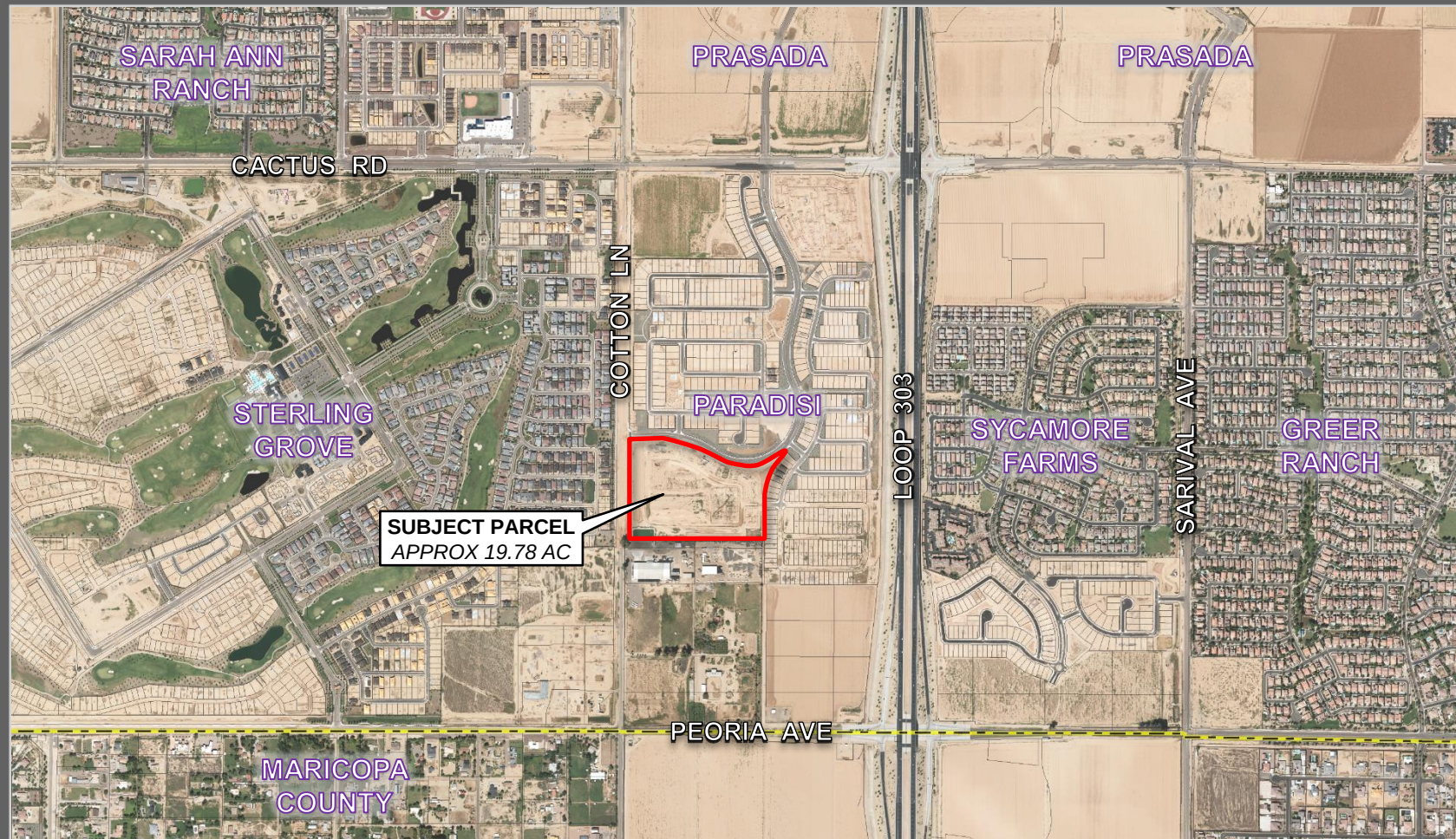
Findings:

- The Final Plat is consistent with the Surprise General Plan 2035.
- The Final Plat is consistent with the Sycamore Farms PAD.
- The Final Plat is consistent with the Surprise Land Development Ordinance regulations.

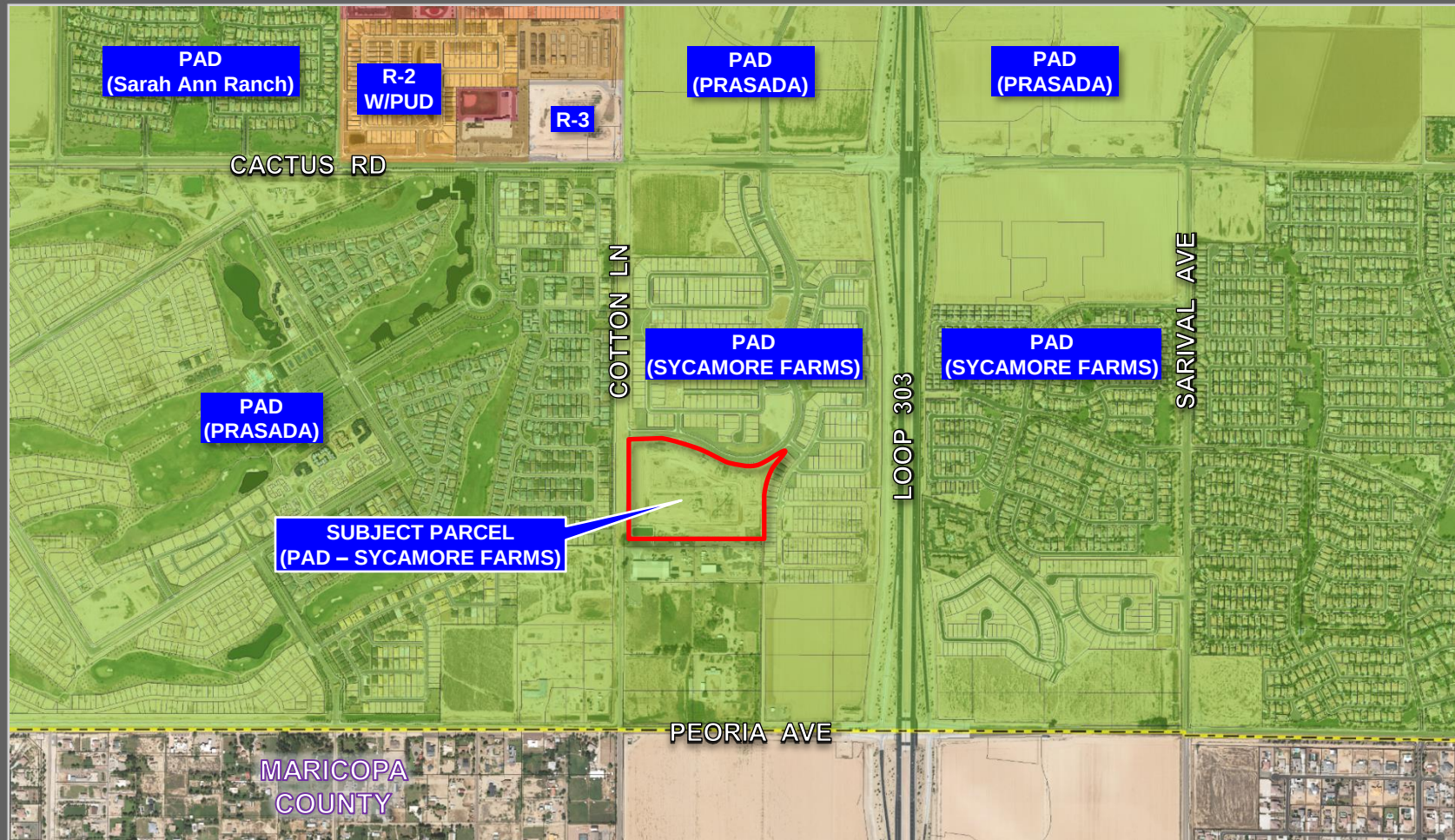
- The Final Plat is in substantial conformance with the Preliminary Plat approved under case FS19-787.
- The reviewing agencies have indicated no objections to the request.

Attachments:

00 Staff Report
01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Landscape Plan
05 Open Space Plan
06 Luke AFB comments
PPT



FS22-1117 VICINITY MAP



P:\2019\19127\Survey\CAD\01\19127-FINAL PLAT--PARCEL C.dwg Aug 01, 2023 - 1:14pm R00101

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS
KNOW ALL PERSONS BY THESE PRESENTS:
THAT TAYLOR MORRISON/ARIZONA INC., AS OWNER, HAS SUBDIVIDED UNDER THE NAME "SYCAMORE FARMS (PARADISI) – PARCEL C", A SUBDIVISION LOCATED IN A PORTION OF THE WEST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY, PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "SYCAMORE FARMS (PARADISI) – PARCEL C", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION 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 DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS–OF–WAY AS SHOWN ON THE PLAT.
OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UNDER, UPON 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 PUBLIC RECREATION/TRAIL EASEMENT FOR PEDESTRIAN ACCESS, EQUINE ACCESS, BICYCLING, AND OTHER NON–MOTORIZED FORMS OF ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.
OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.
OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.
OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.
OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.
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.
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, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2021.

TAYLOR MORRISON/ARIZONA INC.

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS
ON THIS ____ DAY OF _____, 2023, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO ACKNOWLEDGE HIMSELF/HERSELF TO BE AN _____, OF TAYLOR MORRISON/ARIZONA INC., AS OWNER, AND ACKNOWLEDGE THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF/HERSELF AS SUCH AUTHORIZED REPRESENTATIVE.
IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

LEGAL DESCRIPTION

PARCEL C OF "SYCAMORE FARMS (PARADISI) – MASTER PLAT", A FINAL PLAT RECORDED IN BOOK 1585, PAGE 01, MARICOPA COUNTY RECORDS (M.C.R.), BEING LOCATED IN THE WEST HALF OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, BEING MARKED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHWEST CORNER OF SECTION OF SAID SECTION 24, BEARS NORTH 00 DEGREES 12 MINUTES 47 SECONDS EAST, 2639.69 FEET;
THENCE SOUTH 89 DEGREES 56 MINUTES 52 SECONDS EAST, ALONG THE EAST–WEST MIDSECTION LINE OF SAID SECTION 24, 68.00 FEET TO THE EAST RIGHT–OF–WAY LINE OF COTTON LANE, AS SHOWN IN SAID FINAL PLAT AND THE POINT OF BEGINNING;
THENCE DEPARTING SAID EAST–WEST MID–SECTION LINE, NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST, ALONG SAID RIGHT–OF–WAY LINE, 57.42 FEET;
THENCE CONTINUING ALONG SAID RIGHT–OF–WAY LINE, NORTH 45 DEGREES 12 MINUTES 54 SECONDS EAST, 28.28 FEET, TO THE SOUTH RIGHT–OF–WAY LINE OF CHOLLA STREET, AS RECORDED IN SAID FINAL PLAT;
THENCE DEPARTING SAID RIGHT–OF–WAY LINE, SOUTH 89 DEGREES 47 MINUTES 06 SECONDS EAST, 272.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 820.00 FEET;
THENCE CONTINUING ALONG SAID RIGHT–OF–WAY LINE AND ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07 DEGREES 04 MINUTES 01 SECONDS, AN ARC LENGTH OF 101.14 FEET;
THENCE CONTINUING ALONG SAID RIGHT–OF–WAY LINE, SOUTH 35 DEGREES 42 MINUTES 32 SECONDS EAST, 27.63 FEET;
THENCE CONTINUING ALONG SAID RIGHT–OF–WAY LINE, SOUTH 79 DEGREES 23 MINUTES 55 SECONDS EAST, 55.00 FEET;
THENCE CONTINUING ALONG SAID RIGHT–OF–WAY LINE, NORTH 56 DEGREES 54 MINUTES 42 SECONDS EAST, 27.63 FEET TO THE BEGINNING OF A NON–TANGENT CURVE, CONCAVE SOUTHERLY, FROM WHICH THE CENTER BEARS SOUTH 13 DEGREES 55 MINUTES 15 SECONDS WEST, 820.00 FEET;
THENCE CONTINUING ALONG SAID RIGHT–OF–WAY LINE AND ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21 DEGREES 24 MINUTES 22 SECONDS, AN ARC LENGTH OF 306.36 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 540.00 FEET;
THENCE CONTINUING ALONG SAID RIGHT–OF–WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79 DEGREES 14 MINUTES 19 SECONDS, AN ARC LENGTH OF 746.81 FEET;
THENCE DEPARTING SAID RIGHT–OF–WAY LINE, SOUTH 43 DEGREES 54 MINUTES 42 SECONDS EAST, 24.69 FEET;
THENCE SOUTH 41 DEGREES 22 MINUTES 29 SECONDS WEST, 59.66 FEET;
THENCE SOUTH 36 DEGREES 48 MINUTES 16 SECONDS WEST, 59.66 FEET;
THENCE SOUTH 32 DEGREES 14 MINUTES 03 SECONDS WEST, 59.66 FEET;
THENCE SOUTH 27 DEGREES 39 MINUTES 51 SECONDS WEST, 59.66 FEET;
THENCE SOUTH 23 DEGREES 05 MINUTES 38 SECONDS WEST, 59.66 FEET;
THENCE SOUTH 18 DEGREES 31 MINUTES 29 SECONDS WEST, 59.66 FEET;
THENCE SOUTH 13 DEGREES 57 MINUTES 12 SECONDS WEST, 59.66 FEET;
THENCE SOUTH 09 DEGREES 22 MINUTES 59 SECONDS WEST, 59.66 FEET;
THENCE SOUTH 08 DEGREES 53 MINUTES 16 SECONDS WEST, 34.70 FEET;
THENCE SOUTH 00 DEGREES 11 MINUTES 58 SECONDS WEST, 365.91 FEET;
THENCE NORTH 89 DEGREES 57 MINUTES 26 SECONDS WEST, 1263.70 FEET TO SAID EAST RIGHT–OF–WAY LINE;
THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, ALONG SAID EAST RIGHT–OF–WAY LINE, 864.19 FEET TO SAID POINT OF BEGINNING;

NOTES

- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS–OF–WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT–OF–WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- 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' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C660L, WITH A REVISED DATE OF SEPTEMBER 18, 2020, FOR COMMUNITY NO. 040053, PANEL 1660, IN MARICOPA COUNTY STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42–11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE "SYCAMORE FARMS" PRELIMINARY PLAT, APPROVED DATE OF 06/16/20, UNDER CASE FS19–787.
- ZONING OF THE PROPERTY IS AS APPROVED BY THE CITY COUNCIL ON 05/05/20, UNDER CASE FS19–787, OR AS SUBSEQUENTLY AMENDED.

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL LOT CORNERS WILL BE PERMANENTLY SET BY COMPLETION OF CONSTRUCTION.

Adrian M. Burcham
ADRIAN M. BURCHAM, R.L.S.
REGISTRATION NO. 41282
1201 S. ALMA SCHOOL RD. SUITE #12000
MESA, AZ. 85210



NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97–0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHT–OF–WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.
IN LOCATIONS WHERE APPLICABLE, INCLUDING ANY AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.
CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THE IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THE IGA.

NOTICE OF SYCAMORE FARMS (PARADISI) DEVELOPMENT AGREEMENT

A PORTION OF THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO A SYCAMORE FARMS DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED AUGUST 4, 2005, AND A PORTION OF THE PROPERTIES IN THIS PLAT ARE SUBJECT TO THE SYCAMORE FARMS (PARADISI) DEVELOPMENT AGREEMENT DATED FEBRUARY 1, 2021 (COLLECTIVELY, THE "AGREEMENTS"). THE AGREEMENTS AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENTS, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENTS ARE ON FILE AT THE OFFICES OF LANDOWNER AT 4900 NORTH SCOTTSDALE ROAD SUITE 2200, SCOTTSDALE, AZ 85251 AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2023.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD") ATTEST:

BY: _____ CHRISTINE CAIN
ITS: _____ PROPERTY & CONTRACTS MANAGER

BY: _____ GLEN VORTHERMS
ITS: _____ ASSISTANT SECRETARY

TAYLOR MORRISON/ARIZONA INC., AN ARIZONA CORPORATION

BY: _____ ROBERT JOHNSON
ITS: _____ VICE PRESIDENT LAND DEVELOPMENT

RELEASE OF LIABILITY

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

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

TAYLOR MORRISON/ARIZONA INC., 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.

THE CITY OF SURPRISE AGREES TO INDEMNIFY TAYLOR MORRISON/ARIZONA INC., ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS, FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS PUBLIC ACCESS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLEY FROM THE NEGLIGENT, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENT CONDUCT OF TAYLOR MORRISON/ARIZONA INC., ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

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.

SHEET INDEX

1.....COVER SHEET
2.....LOT TABLE & TRACT TABLE/KEY MAP
3–6.....FINAL PLAT

OWNER/DEVELOPER

TAYLOR MORRISON/ARIZONA INC.
4900 N. SCOTTSDALE RD. SUITE 2200
SCOTTSDALE, AZ. 85251
TELEPHONE: (480) 409–5516
CONTACT: ANGELA CARMITCHEL

SURVEYOR

HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD. SUITE #12000
MESA, AZ 85210
PHONE: (480) 892–3313
FAX: (480) 892–7051
CONTACT: ADRIAN BURCHAM, PLS

ENGINEER

KIMLEY–HORN AND ASSOCIATES, INC,
1001 W. SOUTHERN AVENUE, SUITE 131
MESA, AZ. 85210
PHONE: (602) 944–5500
FAX: (602) 944–7423
CONTACT: JASON BURM, P.E.

ZONING

SYCAMORE FARMS PAD (MDR–PAD)

ACREAGE DETAIL

GROSS ACREAGE: 1,075,095 SQ. FT. OR 24.6808 AC. ±
TOTAL LOTS 96
TOTAL LOT ACREAGE: 608,840 SQ. FT. OR 13.9770 AC. ±
TOTAL TRACT ACREAGE: 252,775 SQ. FT. OR 5.8029 AC. ±
R/W ACREAGE: 213,480 SQ. FT. OR 4.9008 AC. ±
NET (GROSS MINUS R/W): 861,615 SQ. FT. OR 19.7800 AC. ±

BENCHMARK

1 INCH BRASS PIN STAMPED "SURPRISE_G3_19820" SET IN THE CENTER OF A HEADWALL, APPROX. 55' WEST OF COTTON LN. PAVEMENT, ON THE SOUTH SIDE OF CACTUS RD.
DATUM = NAVD88
ELEVATION = 1224.38

PERTINENT DOCUMENTS

"UNIT NUMBER 29 ROMOLA OF ARIZONA GRAPE FRUIT UNIT" AS SHOWN IN BOOK 19, PAGE 19, M.C.R. "SYCAMORE FARMS (PARADISI) – MASTER PLAT, AS SHOWN IN BOOK 1585, PG. 01, M.C.R.

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
MEASURED BEARING–N00°12'54"E
BEARING DERIVED UTILIZING THE CITY OF SURPRISE LOW DISTORTION PROJECTION PARAMETERS AS FOLLOWS:
LATITUDE OF ORIGIN/CENTRAL PARALLEL : 33° 15' NORTH
LONGITUDE OF CENTRAL MERIDIAN: 112° 15' WEST
FALSE NORTING: 1,500,000.00 FEET
FALSE EASTING: 2,500,000.00 FEET
SCALE AT CENTRAL PARALLEL: 1.000045 (EXACT)

100 YEAR ASSURED WATER SUPPLY

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

27–701122.0000 01/07/2021
CERTIFICATE NUMBER DATE

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____
CITY ENGINEER

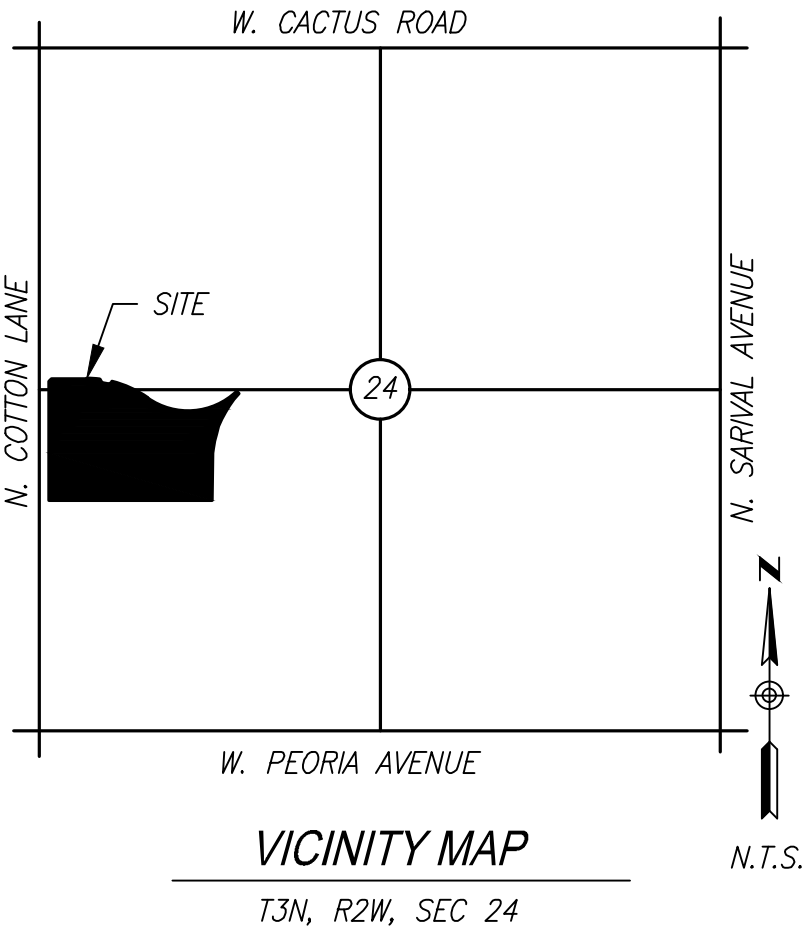
CITY OF SURPRISE COUNCIL APPROVAL

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

MAYOR

ATTEST:

CITY CLERK



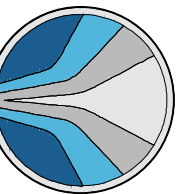
VICINITY MAP
T3N, R2W, SEC 24

SYCAMORE FARMS
(PARADISI)–PARCEL C
FINAL PLAT

City of Surprise, Maricopa County, Arizona

1201 S. Alma School Rd.
Mesa, AZ 85210
Ph: 480.892.3313
www.hubbardingengineering.com

HUBBARD
ENGINEERING



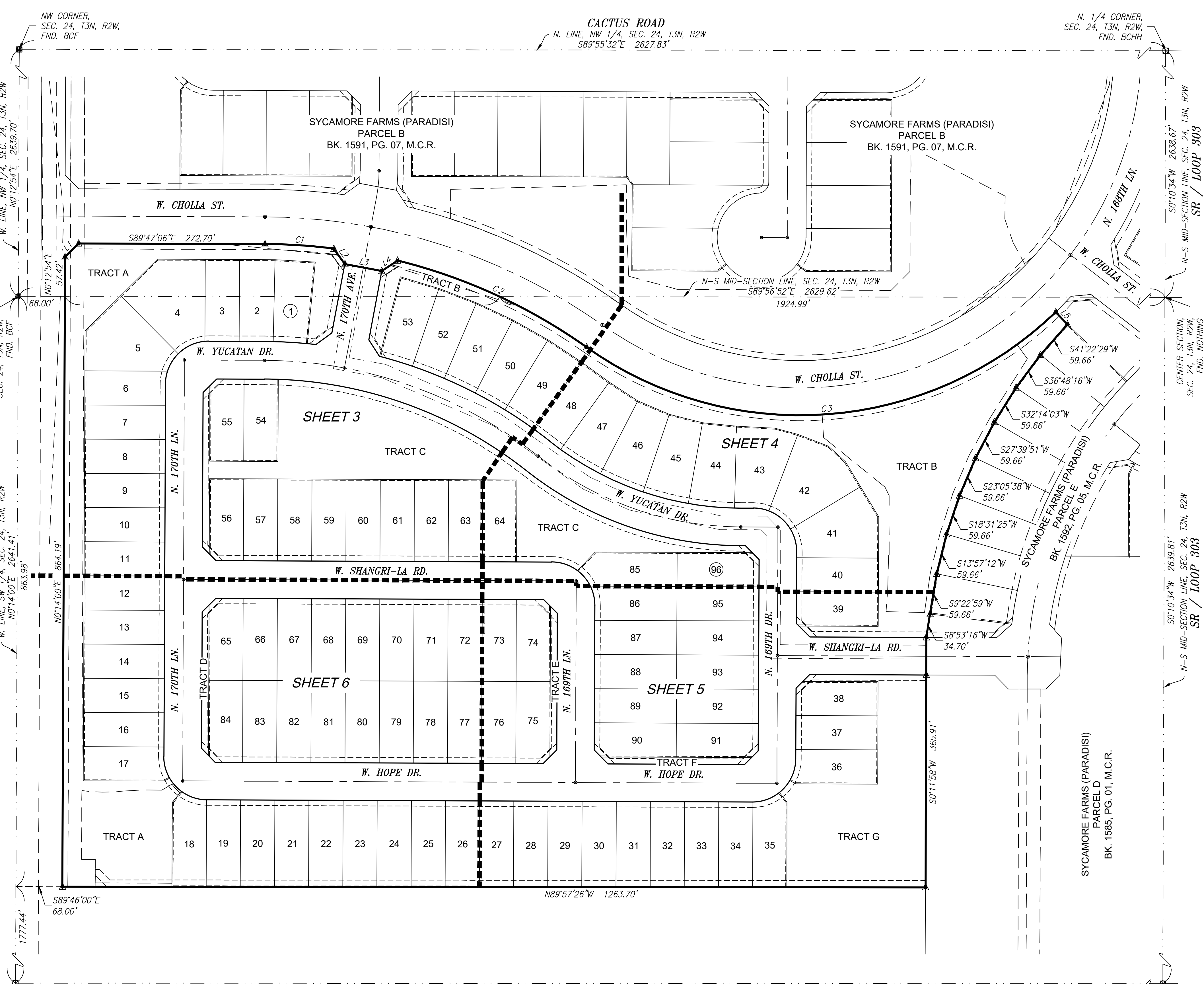
Date
08/01/23
Project No.
19127
Project Manager
ADRIAN BURCHAM
Project Eng.

LOT TABLE		
LOT #	SQUARE FEET	ACRES
1	6510.00	0.1494
2	6131.00	0.1407
3	6001.00	0.1378
4	11643.00	0.2673
5	9883.00	0.2269
6	5920.00	0.1359
7	5900.00	0.1354
8	5900.00	0.1354
9	5900.00	0.1354
10	5900.00	0.1354
11	5900.00	0.1354
12	5900.00	0.1354
13	5900.00	0.1354
14	5900.00	0.1354
15	5900.00	0.1354
16	5900.00	0.1354
17	6009.00	0.1379
18	6584.00	0.1511
19	6370.00	0.1462
20	6361.00	0.1460
21	6353.00	0.1458
22	6345.00	0.1457
23	6336.00	0.1455
24	6328.00	0.1453
25	6320.00	0.1451
26	6311.00	0.1449
27	6303.00	0.1447
28	6295.00	0.1445
29	6286.00	0.1443
30	6278.00	0.1441
31	6270.00	0.1439
32	6261.00	0.1437
33	6253.00	0.1435
34	6245.00	0.1434
35	6492.00	0.1490
36	6108.00	0.1402
37	6000.00	0.1377
38	5950.00	0.1366
39	5992.00	0.1376
40	6000.00	0.1377
41	9397.00	0.2157
42	10147.00	0.2329
43	8435.00	0.1936
44	7136.00	0.1638
45	7136.00	0.1638
46	7136.00	0.1638
47	7178.00	0.1648
48	6058.00	0.1391
49	6548.00	0.1503

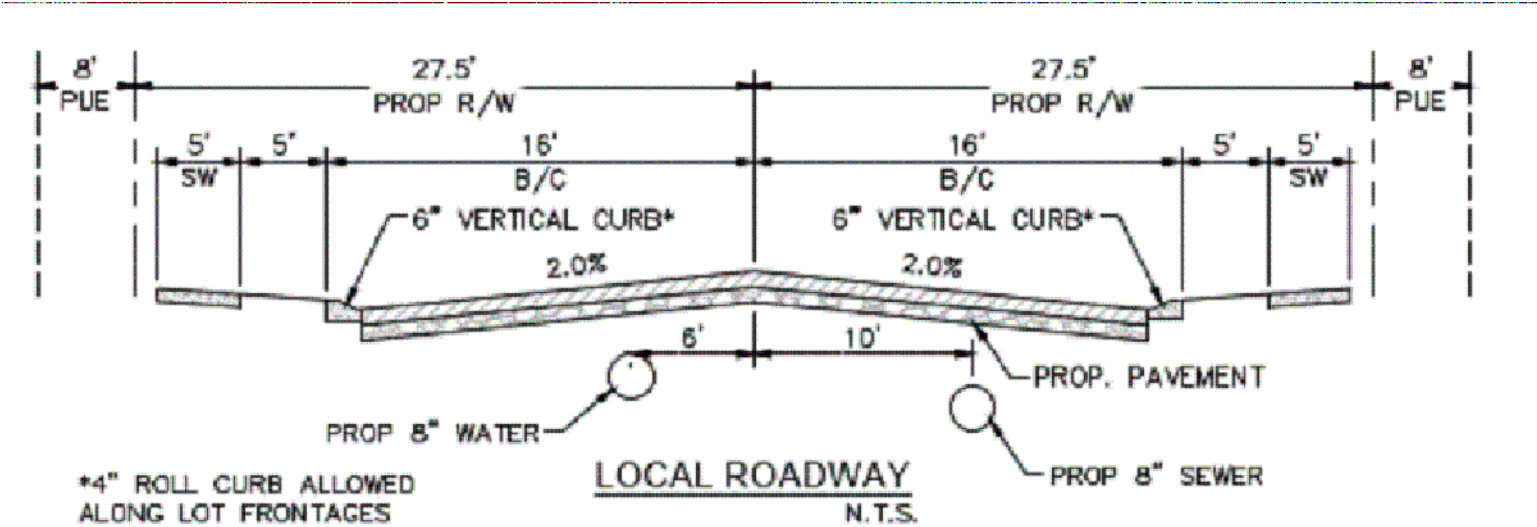
LOT TABLE		
LOT #	SQUARE FEET	ACRES
50	6548.00	0.1503
51	6548.00	0.1503
52	6548.00	0.1503
53	6546.00	0.1503
54	6018.00	0.1382
55	5970.00	0.1371
56	5950.00	0.1366
57	6000.00	0.1377
58	6000.00	0.1377
59	6000.00	0.1377
60	6000.00	0.1377
61	6000.00	0.1377
62	6000.00	0.1377
63	6000.00	0.1377
64	6000.00	0.1377
65	5950.00	0.1366
66	6000.00	0.1377
67	6000.00	0.1377
68	6000.00	0.1377
69	6000.00	0.1377
70	6000.00	0.1377
71	6000.00	0.1377
72	6000.00	0.1377
73	6000.00	0.1377
74	5950.00	0.1366
75	5950.00	0.1366
76	6000.00	0.1377
77	6000.00	0.1377
78	6000.00	0.1377
79	6000.00	0.1377
80	6000.00	0.1377
81	6000.00	0.1377
82	6000.00	0.1377
83	6000.00	0.1377
84	5950.00	0.1366
85	6690.00	0.1536
86	6063.00	0.1392
87	6000.00	0.1377
88	6000.00	0.1377
89	6000.00	0.1377
90	5950.00	0.1366
91	5950.00	0.1366
92	6000.00	0.1377
93	6000.00	0.1377
94	6000.00	0.1377
95	6000.00	0.1377
96	5950.00	0.1366
TOTAL	608840.00	13.9770

DEVELOPMENT STANDARDS	
MDR PAD ZONING DISTRICT STANDARDS - FS19-787	
STANDARD	PROPOSED MDR
MAXIMUM DENSITY (DU/ACRE)	4.80
MINIMUM LOT AREA (SF)	5400.00
MINIMUM LOT WIDTH (FT)*	45.00
MINIMUM LOT DEPTH (FT)	120.00
MINIMUM FRONT YARD SETBACK (LIVABLE AREA/FRONT FACING GARAGE) (FT)	112/20 b,c
MINIMUM SIDE YARD SETBACK (FT)	5c
MINIMUM REAR YARD SETBACK (FT)	15 c,d
MAXIMUM BUILDING HEIGHT (FT)	36.00
a) LOT WIDTH SHALL BE MEASURED AT THE FRONT SETBACK AS SHOWN ON PRE-PLAT. THE FRONT SETBACK SHALL BE LOCATED AT THE MINIMUM FRONT YARD SETBACK FOR TYPICAL SHAPED RECTANGULAR LOTS. FOR IRREGULAR SHAPED LOTS, THE FRONT SETBACK SHALL BE THE LARGER OF EITHER THE MINIMUM SETBACK OR AT THE LOCATION WHERE THE DISTANCE ALONG THE SETBACK MEETS THE MINIMUM LOT WIDTH.	
b) FRONT FACING GARAGES SHALL HAVE MIN 20' FRONT YARD SETBACK FROM STREET RIGHT-OF-WAY. FRONT YARD SETBACKS MAY BE REDUCED TO 12' FOR SIDE LOADED GARAGE AND LIVABLE AREA OF THE HOME.	
c) ANY DIMENSIONAL REQUIREMENT NOT IN COMPLIANCE WITH THE STANDARDS IN THE TABLE AND FOOTNOTES ABOVE SHALL BE IN VIOLATION OF THIS ORDINANCE.	
d) REAR SETBACK 5' FOR GARAGE OR UNENCLOSED PATIO. FIREPLACE, BAY WINDOWS, OR ENTERTAINMENT POP-OUTS MAY ENCR OACH 3 FEET INTO THE REAR SETBACK.	

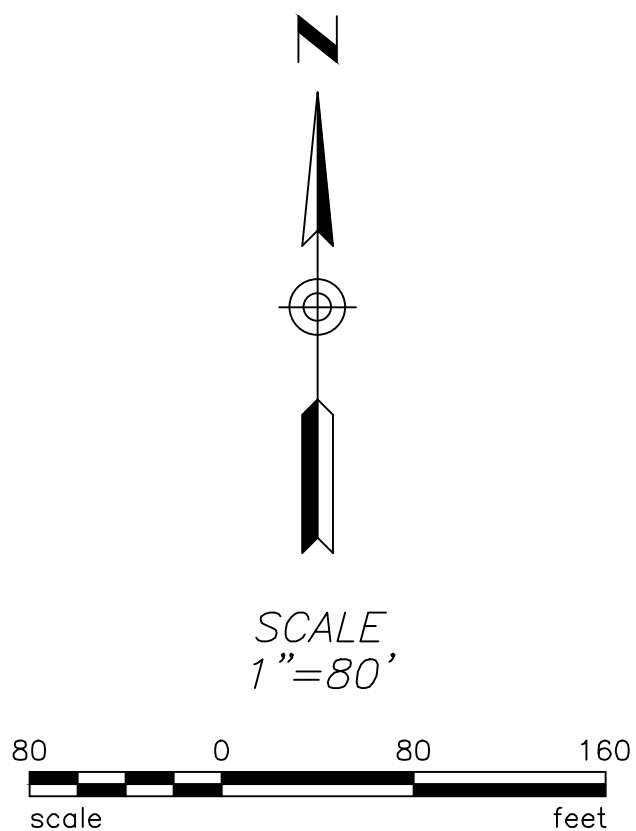
TRACT TABLE			
TRACT	SQUARE FEET	ACRES	USAGE
A	66789.00	1.5333	PASSIVE / LANDSCAPE / RETENTION
B	77170.00	1.7716	PASSIVE / LANDSCAPE / RETENTION
C	59287.00	1.3610	ACTIVE / LANDSCAPE
D	2100.00	0.0482	PASSIVE / LANDSCAPE
E	2100.00	0.0482	PASSIVE / LANDSCAPE
F	2100.00	0.0482	PASSIVE / LANDSCAPE
G	43229.00	0.9924	PASSIVE / LANDSCAPE / RETENTION
TOTAL	252775.00	5.8029	



OPEN SPACE		
TYPE	ACREAGE	PERCENTAGE
ACTIVE	1.31	23.00%
PASSIVE	4.44	77.00%
TOTAL	5.80	100%
100% OPEN SPACE FOR PARCEL C		



- N89°58'57\"/>
- LEGEND**
- = SECTION LINE
 - - - - - = BOUNDARY - PARCEL C
 - = RIGHT OF WAY
 - - - - - = EASEMENT AS NOTED
 - = CENTERLINE
 - = LOT LINE
 - = FLOOD ZONE LIMITS
 - = ZONE LIMITS
 - = MATCH LINE
 - ▲ = SET REBAR W/CAP LS 41282 PER MAG DTL 120
 - = ALUMINUM CAP FLUSH
 - = BRASS CAP IN HANDHOLE
 - = REBAR
 - = BRASS CAP AS NOTED
 - = BCF TO BE SET AT COMPLETION OF CONSTRUCTION



COUNTY RECORDER

1201 S. Alma School Rd.
Phoenix, AZ 85010
Meas. AZ 85210
Ph: 480.892.3313
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SYCAMORE FARMS (PARADISI) - PARCEL C
FINAL PLAT

City of Surprise, Maricopa County, Arizona

Project No. 19127
Date 08/01/23
Project Eng. ADRIAN M. BURCHAM

Sht. 2 of 6

FS22-1117

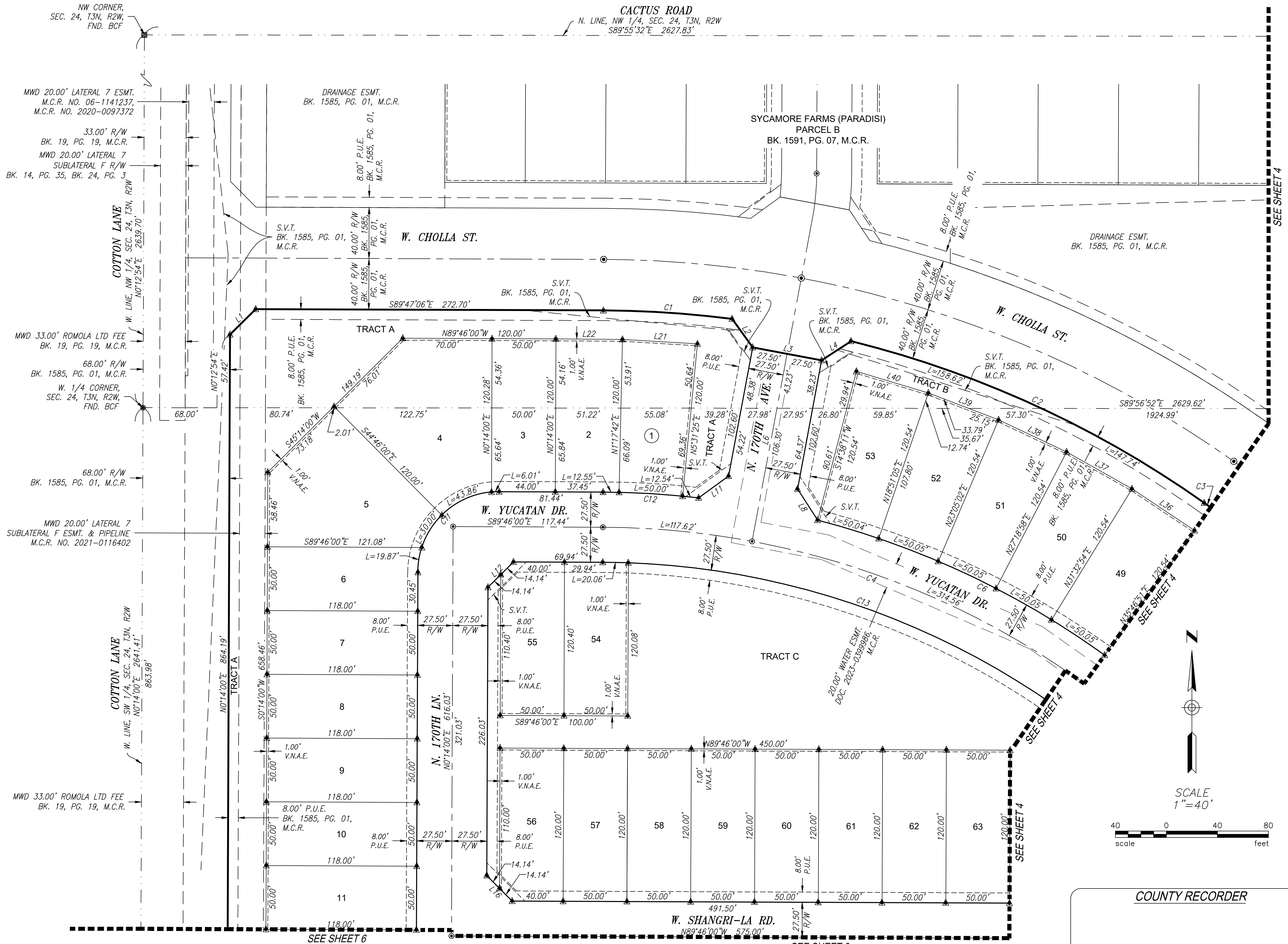
LEGEND

- = SECTION LINE
- == = PLAT BOUNDARY
- == = RIGHT OF WAY
- = EASEMENT AS NOTED
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- = LOT LINE
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- Ⓑ = BRASS CAP AS NOTED
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- R/W = RIGHT-OF-WAY
- S.V.T. = 30'x30' SIGHT VISIBILITY TRIANGLE
- T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
- V.N.A.E. = VEHICLE NON ACCESS EASEMENT

LINE #	BEARING	LENGTH
L1	N45°12'54"E	28.28'
L2	S35°42'32"E	27.63'
L3	S79°23'55"E	55.00'
L4	N56°54'42"E	27.63'
L5	S43°54'42"E	24.69'
L6	S10°36'05"W	149.54'
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L17	N45°14'00"E	28.28'
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L23	N63°09'55"E	9.72'
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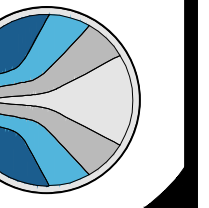
CURVE #	DELTA	RADIUS	LENGTH	CHORD
C1	7°04'01"	820.00'	101.14'	S86°15'05"E 101.08'
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C3	79°14'19"	540.00'	746.81'	N85°42'28"E 688.70'
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C14	38°05'44"	509.00'	338.43'	S70°43'08"E 332.23'
C15	90°00'00"	63.50'	99.75'	N44°46'00"W 89.80'



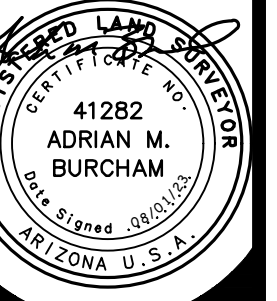
COUNTY RECORDER

1201 S. Alma School Rd.
Mesa, AZ 85210
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SYCAMORE FARMS
(PARADISI)-PARCEL C
FINAL PLAT
City of Surprise, Maricopa County, Arizona



Date
08/01/23

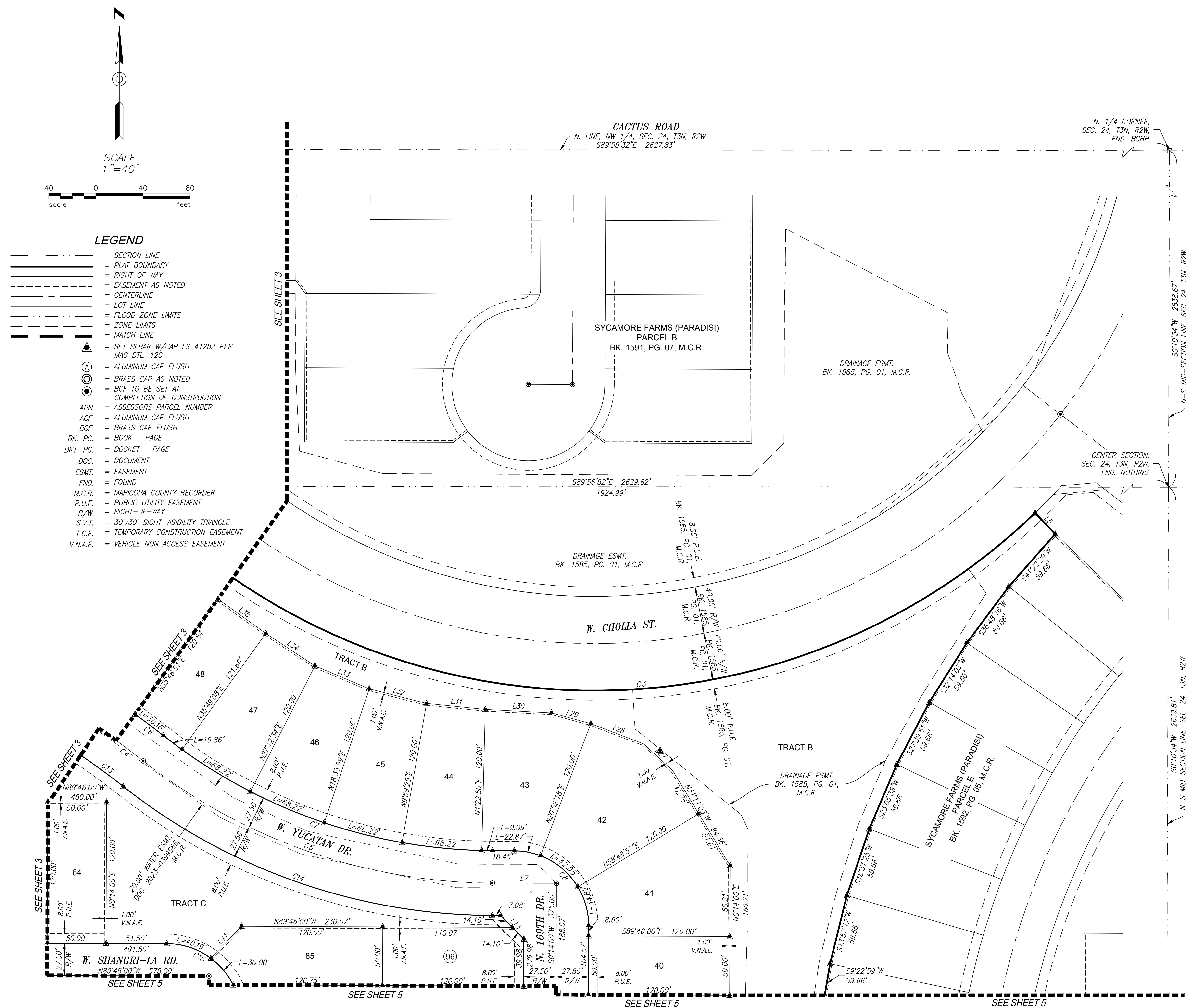
Project No.
19127

Project Manager
ADRIAN BURCHAM

Sht. 3 of 6

FS22-1117

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- LEGEND**
- = SECTION LINE
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 - = CENTERLINE
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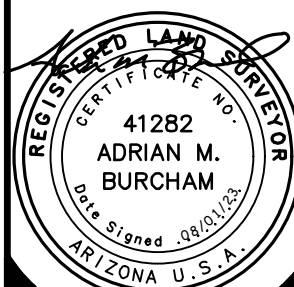
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COUNTY RECORDER

SYCAMORE FARMS
(PARADISI)-PARCEL C
FINAL PLAT
City of Surprise, Maricopa County, Arizona



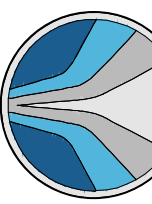
Project No. 19127
Date 08/01/23
Project Manager ADRIAN BURCHAM
Project Eng.

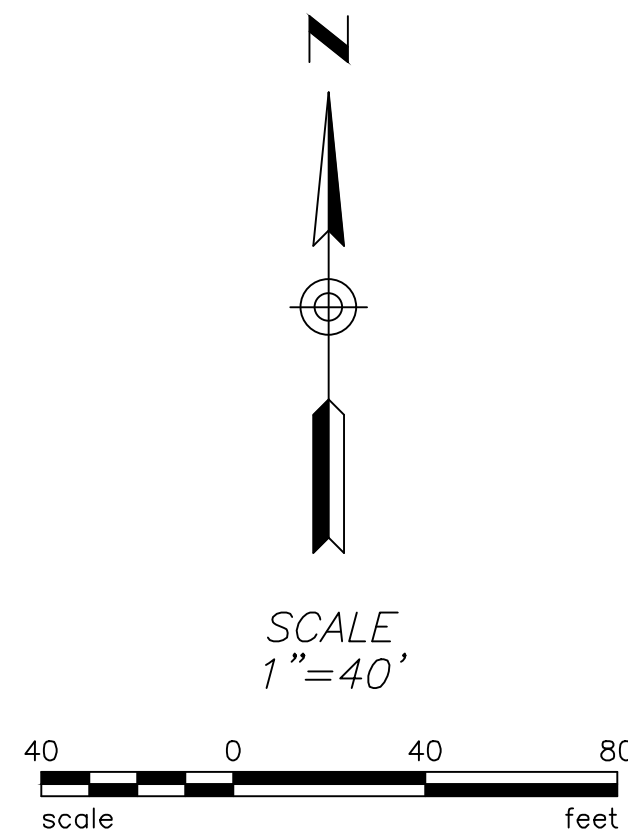
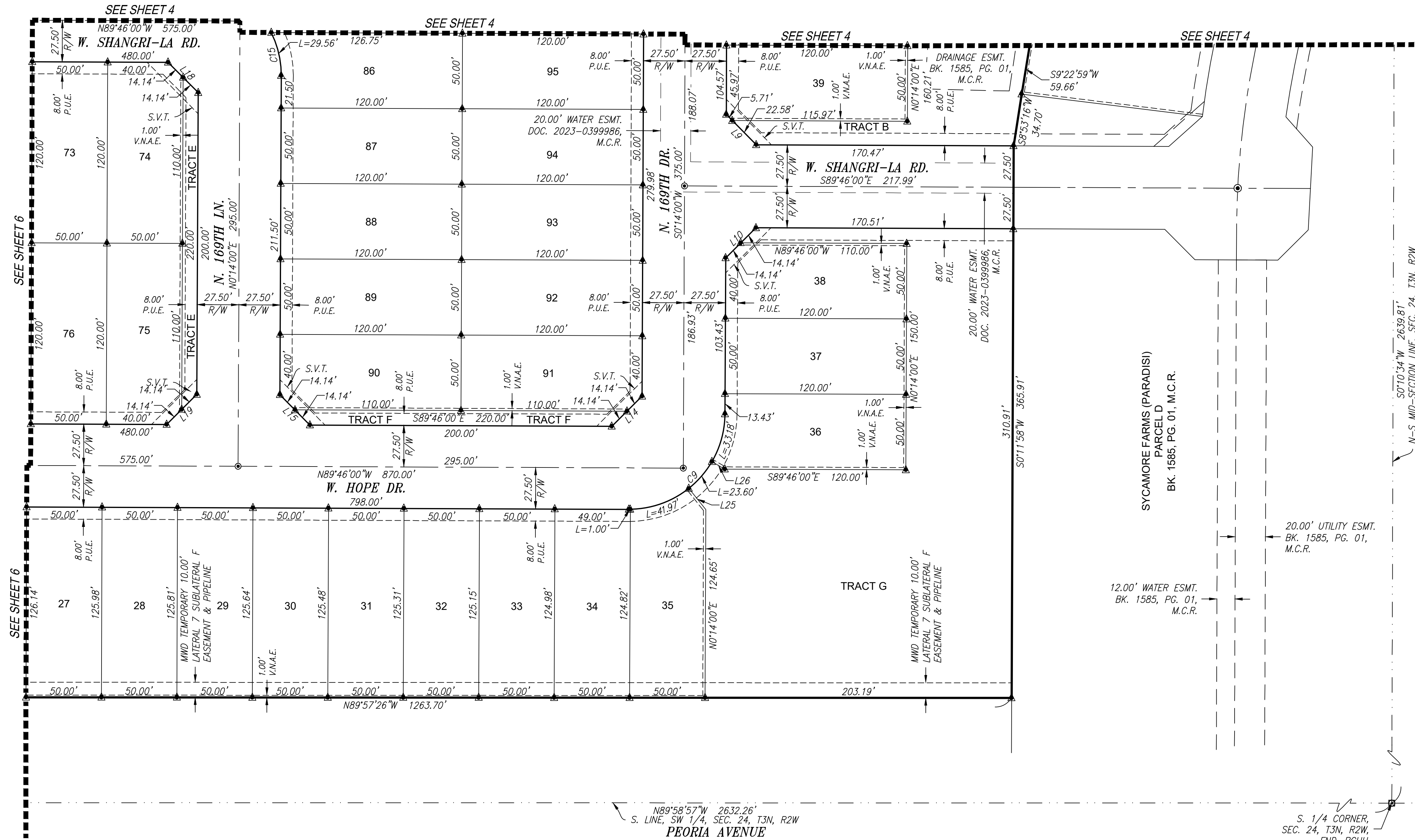
Sht. 4 of 6

FS22-1117

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Mesa, AZ 85210
Ph: 480.892.3313
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LEGEND	
	= SECTION LINE
	= PLAT BOUNDARY
	= RIGHT OF WAY
	= EASEMENT AS NOTED
	= CENTERLINE
	= LOT LINE
	= FLOOD ZONE LIMITS
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	= SET REBAR W/CAP LS 41282 PER MAG DTL 120
	= ALUMINUM CAP FLUSH
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COUNTY RECORDER

Project No. 19127
Date 08/01/23
Project Eng.
Project Manager ADRIAN BURCHAM

Sht: 5 of 6

SYCAMORE FARMS (PARADISI) - PARCEL C
FINAL PLAT
City of Surprise, Maricopa County, Arizona



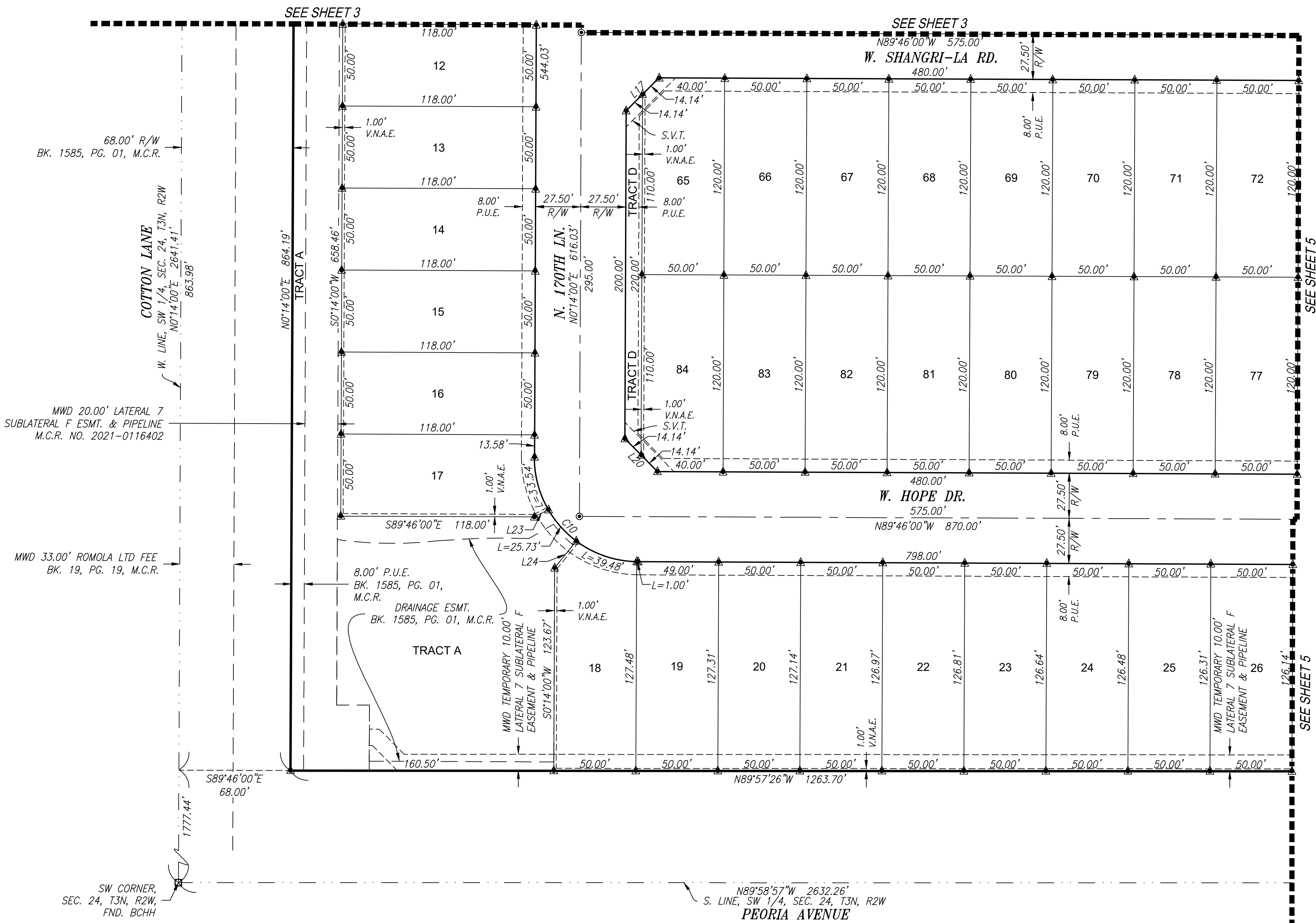
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APN	= ASSESSORS PARCEL NUMBER
ACF	= ALUMINUM CAP FLUSH
BCF	= BRASS CAP FLUSH
BK. PG.	= BOOK PAGE
DKT. PG.	= DOCKET PAGE
DOC.	= DOCUMENT
ESMT.	= EASEMENT
FND.	= FOUND
M.C.R.	= MARICOPA COUNTY RECORDER
P.U.E.	= PUBLIC UTILITY EASEMENT
R/W	= RIGHT-OF-WAY
S.V.T.	= 30'x30' SIGHT VISIBILITY TRIANGLE
T.C.E.	= TEMPORARY CONSTRUCTION EASEMENT
V.N.A.E.	= VEHICLE NON ACCESS EASEMENT

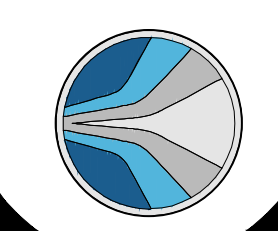
COUNTY RECORDER

Date	08/01/23	Project Eng.
Project No.	19127	Project Manager
		ADRIAN BURCHAM

Sht. 6 of 6



SYCAMORE FARMS
(PARADISI)-PARCEL C
FINAL PLAT
City of Surprise, Maricopa County, Arizona



HUBBARD
ENGINEERING
www.hubbardingengineering.com

1201 S. Alma School Rd.
Surprise, AZ 85086
Meas. AZ 85210
Ph: 480.892.3313

LANDSCAPE CONSTRUCTION DOCUMENTS
FOR
PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS
SURPRISE, AZ
TAYLOR MORRISON

SUBMITTAL HISTORY

DATE	DESCRIPTION / COMMENTS
06/29/2022	1ST CITY OF SURPRISE DEVELOPMENT SUBMITTAL
09/14/2022	2ND CITY OF SURPRISE DEVELOPMENT SUBMITTAL
03/01/2023	3RD CITY OF SURPRISE DEVELOPMENT SUBMITTAL

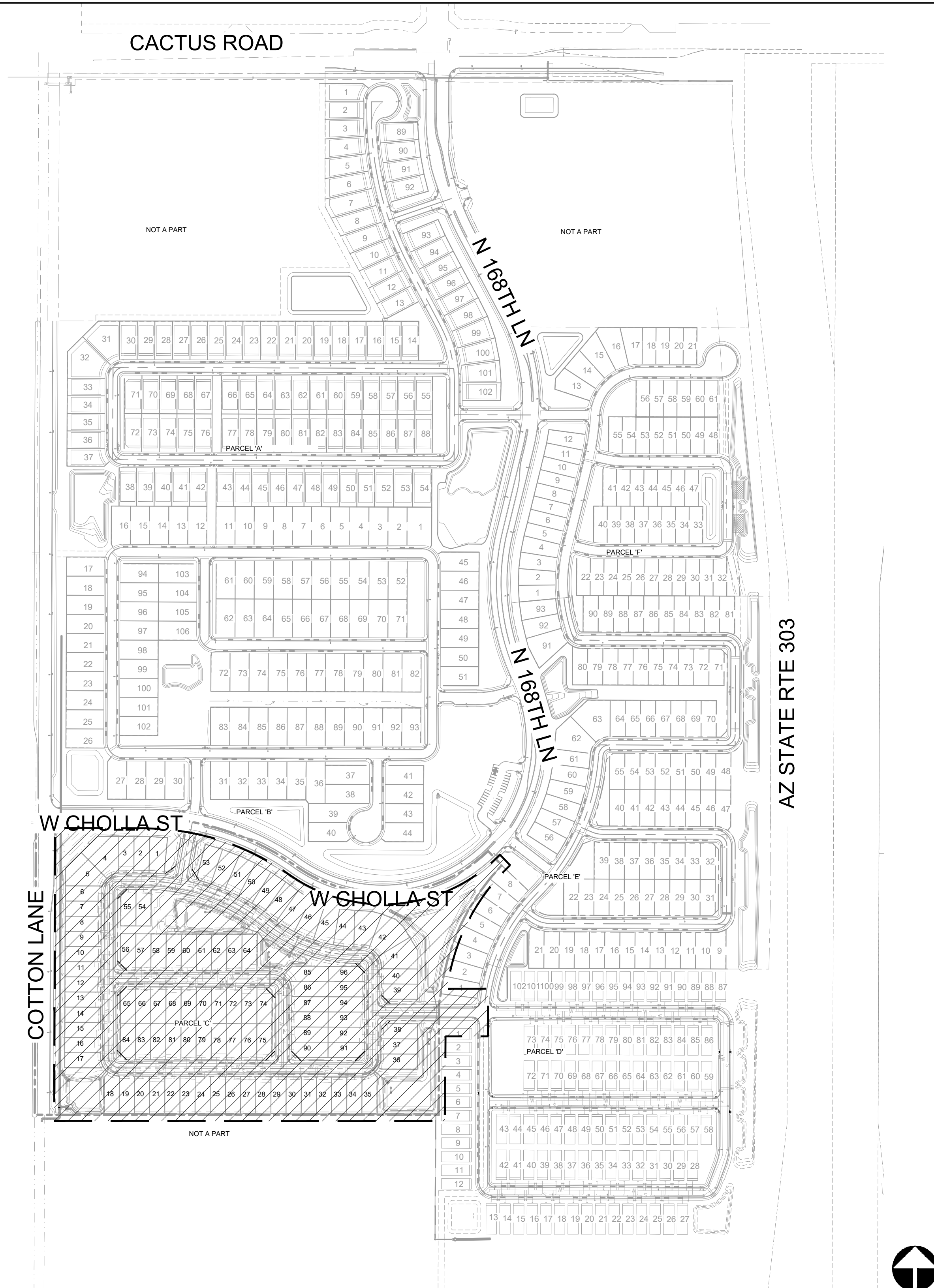
PROJECT TEAM

OWNER	TAYLOR MORRISON/ARIZONA INC. JOSHUA WHITWER 4900 NORTH SCOTTSDALE ROAD, SUITE 2200 SCOTTSDALE, ARIZONA 85251 480.344.5723
LANDSCAPE ARCHITECT	RVI PLANNING + LANDSCAPE ARCHITECTURE SHAWN BYRON, P.L.A. 4900 NORTH SCOTTSDALE ROAD, SUITE 1200 SCOTTSDALE, ARIZONA 85251 480.994.0994
CIVIL ENGINEER	KIMLEY-HORN JASON BURM 1001 W. SOUTHERN AVE., SUITE 131 MESA, AZ 85210 480.207.2667
ELECTRICAL ENGINEER	WRIGHT ENGINEERING AARON KUTCHINSKY 165 EAST CHILTON CHANDLER, ARIZONA 85225 480.497.5829

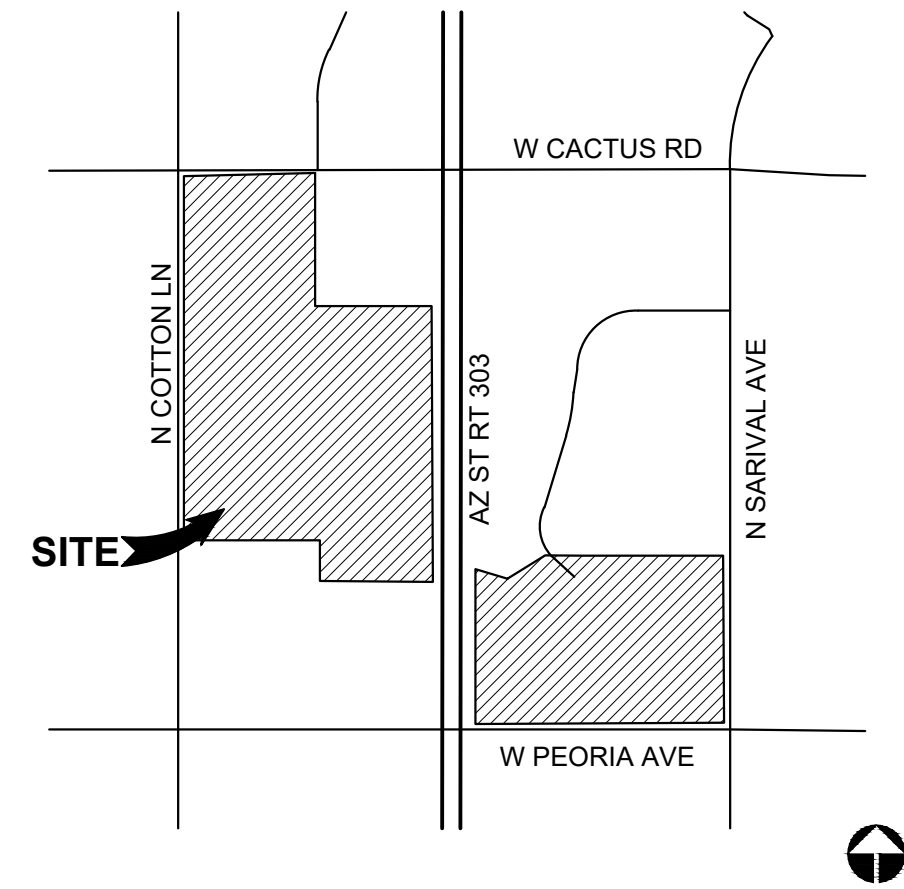
SHEET INDEX

NUMBER	DESCRIPTION
L0.00	COVER
L0.01	GENERAL NOTES
L0.02	PLANTING REFERENCE PLAN
L1.01	WALL PLAN
L2.01 THRU L2.04	HARDSCAPE PLAN
L3.01 THRU L3.05	HARDSCAPE DETAILS
L4.00	PLANTING NOTES AND SCHEDULE
L4.01 THRU L4.09	PLANTING PLAN
L5.01	PLANTING DETAILS
L6.00	OPEN SPACE PLAN

PARCEL KEY MAP



VICINITY MAP



IRRIGATION DEMAND

- A. AREA OF TURF LANDSCAPE: - 0.77 AC. (33,565 SQ FT)
B. AREA OF NON-TURF LANDSCAPE: - 5.6 AC (246,350 SQ FT)
C. TURF PEAK SEASON DEMAND: - 7,123 GPD
D. NON-TURF PEAK SEASON DEMAND: - 16,318 GPD
E. ANNUAL ESTIMATED TOTAL DEMAND: - 5,146,222 GAL.

Open Space Table		
Total Project Area		Percentage of Total Open Space
Type	Acreage	
Active	1.53 AC	20.00%
Passive	5.94 AC	80.00%
Total	7.74 AC	100%

PARADISI - PARCEL C
LANDSCAPE IMPROVEMENT PLANS
SURPRISE, AZ

GENERAL CONSTRUCTION NOTES

1.

THESE NOTES ARE TO BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH, AND AS A SUPPLEMENT TO THE WRITTEN SPECIFICATIONS, APPROVED ADDENDA, AND CHANGE ORDERS ASSOCIATED WITH THESE LANDSCAPE IMPROVEMENT DOCUMENTS.
2.

CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT. CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE AND/OR FEDERAL LAWS OR REGULATIONS PERTAINING TO THE PROJECT.
3.

IN ALL CASES WHERE A CONFLICT MAY OCCUR, SUCH AS BETWEEN ITEMS COVERED IN SPECIFICATIONS AND NOTES ON THE DRAWINGS, OR BETWEEN GENERAL NOTES AND SPECIFIC DETAILS, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED AND HE OR SHE WILL INTERPRET THE INTENT OF THE CONTRACT DOCUMENTS.
4.

A QUALIFIED SUPERVISOR SHALL BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION.
5.

DETAILS NOTED AS "TYPICAL" SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY SHOWN OR NOTED OTHERWISE.
6.

LANDSCAPE CONTRACTOR SHALL INSPECT WITH THE OWNER'S AUTHORIZED REPRESENTATIVE AND/OR OWNER ALL EXISTING CONDITIONS PRIOR TO THE START OF ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE UNDER THIS CONTRACT TO REPAIR AND/OR REPLACE, AT THEIR OWN EXPENSE, ANY STRUCTURES, FENCES, WALLS, PLANT MATERIAL, OR OTHER ITEMS DESTROYED DURING CONSTRUCTION. LIKEWISE THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND/OR REPLACING ANY AND ALL DAMAGES TO ADJACENT PROPERTIES OR ANY OTHER AREAS OUTSIDE THE CONTRACT LIMITS. THE DAMAGED ITEMS/AREAS WILL BE RESTORED TO THEIR ORIGINAL CONDITION TO THE SATISFACTION OF THE OWNER'S AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
7.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL PLANT MATERIAL LOCATIONS WITH OTHER TRADES PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. PRIOR TO THE START OF WORK, ALL UNDERGROUND UTILITIES ARE TO BE LOCATED AND PROTECTED. CONTRACTOR IS RESPONSIBLE FOR THE INITIAL CALL AND FUTURE UPDATES TO BLUE STAKE AT 602-263-1100. EXISTING UNDERGROUND SERVICES SHALL NOT BE DISTURBED OR REMOVED WITHOUT APPROVAL OF THE OWNER'S AND/OR OWNER'S AUTHORIZED REPRESENTATIVE, UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.
8.

CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS IF REQUIRED DURING CONSTRUCTION.
9.

PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO WALK CONFIGURATIONS THAT DIFFER FROM THESE PLANS, AND DUE TO GRADE LIMITATIONS ON SITE.
10.

REFER TO ENGINEERING PLANS FOR DRAINAGE FLOWS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED FOR AND NOT IMPAIRED WITH OBSTRUCTIONS.
11.

NO PART OF THE CONTRACT DOCUMENTS ARE INTENDED TO BE IN VIOLATION OF CODES. IF DISCREPANCIES EXIST, NOTIFY LANDSCAPE ARCHITECT AND OWNER IMMEDIATELY.
12.

COORDINATE AND COOPERATE WITH ALL CONTRACTORS OF ATTACHED, ADJOINING AND/OR INTERFACING WORK TO INSURE ORDERLY AND EFFICIENT COMPLETION OF ALL WORK.
13.

ALL CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES (FEDERAL, STATE, LOCAL, AND HEALTH DEPARTMENTS), EXCEPT WHERE REQUIREMENTS OF CONTRACT DOCUMENTS ARE MOST STRINGENT.
14.

ALL EXISTING PLANT MATERIAL SHALL REMAIN UNLESS OTHERWISE NOTED.
15.

ANY PLANT MATERIAL THAT MUST BE REMOVED DUE TO CONSTRUCTION MUST BE APPROVED BY OWNER AND/OR OWNER'S AUTHORIZED REPRESENTATIVE. NOTIFY OWNER AND/OR OWNER'S AUTHORIZED REPRESENTATIVE AT LEAST 48 HOURS PRIOR TO REMOVAL AND/OR RELOCATION OF ALL PLANTS.
16.

IF ANY EXISTING PLANT MATERIAL THAT IS TO REMAIN IS DAMAGED BY CONTRACTOR, THE CONTRACTOR SHALL REPLACE THE DAMAGED PLANT WITH A NEW ONE OF THE SAME SIZE AND VARIETY AT NO COST TO THE OWNER.
17.

DO NOT DISTURB SOIL WITHIN BRANCH SPREAD OF TREES OR SHRUBS TO REMAIN WITHOUT APPROVAL OF THE OWNER AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
18.

ANY DISCREPANCIES BETWEEN THE PLANS AND CONDITIONS ON SITE SHALL BE REPORTED IMMEDIATELY TO THE OWNER AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
19.

CONTRACTOR SHALL PROVIDE OWNER WITH ALL WARRANTY INFORMATION, INSTRUCTION MANUALS AND ANY OTHER PRODUCT INFORMATION FOR ALL NEW EQUIPMENT OR MACHINERY INSTALLED ON THE SITE WITHIN TWO WEEKS AFTER SUBSTANTIAL COMPLETION.
20.

NO DESIGN MODIFICATIONS SHALL BE MADE WITHOUT THE OWNER AND/OR OWNER'S AUTHORIZED REPRESENTATIVE APPROVAL AND A REPRESENTATIVE OF THE CITY OF SURPRISE.
21.

CONTRACTOR SHALL BE RESPONSIBLE FOR HAULING AND LEGALLY DISPOSING OF MATERIALS DESIGNATED TO BE REMOVED. PROVIDE RECEIPTS FOR DUMPING TO OWNER FOR THEIR FILES.
22.

ALL BASE INFORMATION IS FROM OTHER PROJECT TEAM MEMBERS AS LISTED IN THE 'PROJECT TEAM' LIST ON THIS SHEET. A THOROUGH ATTEMPT HAS BEEN MADE TO KEEP UP TO DATE WITH THE MOST CURRENT BASE INFORMATION. HOWEVER, DISCREPANCIES MAY EXIST BETWEEN THESE PLANS AND OTHER TEAM MEMBERS PLANS. IN ALL CASES THE ENGINEERS PLANS SHALL HAVE PRECEDENCE OVER THE LANDSCAPE PLANS FOR FINAL PROJECT CONFIGURATION.
23.

ALL SIDEWALKS SHOWN ON THESE PLANS ARE FOR REFERENCE ONLY. REFER TO CIVIL ENGINEERING PLANS FOR FINAL LAYOUT, GRADES, FINISHES, DETAILS, AND METHODS OF CONSTRUCTION. RVI UNDER NO CIRCUMSTANCES ASSUMES RESPONSIBILITY FOR UNFORESEEN CONFLICTS, ENGINEERING, STRUCTURAL CALCULATIONS, OR INSTALLATION THAT IS BEYOND OUR CONTROL.
24.

SIGHT LINES AND VISIBILITY TRIANGLES ARE SHOWN ON THESE PLANS FOR REFERENCE ONLY. REFER TO ENGINEERING PLANS OR GOVERNING MUNICIPALITY FOR SPECIFIC GUIDELINES. IN CASES WHERE THERE IS MORE THAN ONE GOVERNING BODY, THE MOST RESTRICTIVE GUIDELINE SHALL PREVAIL.
25.

ALL WALLS AND VERTICAL SITE FEATURES DESIGNED IN THE INTEREST OF THIS PROJECT ARE SCHEMATIC IN NATURE. POTENTIAL CONSTRUCTION DETAILING AND TECHNIQUES ARE SHOWN FOR DESIGN INTENT CLARIFICATION ONLY. THE CONTRACTOR SHALL HAVE THE ULTIMATE RESPONSIBILITY TO ENSURE THAT ALL CONSTRUCTED ELEMENTS ON THIS PROJECT ARE STRUCTURALLY SOUND AND ARE BUILT WITHIN ALL APPLICABLE CITY, STATE, AND FEDERAL GUIDELINES. RVI UNDER NO CIRCUMSTANCES ASSUMES RESPONSIBILITY FOR UNFORESEEN CONFLICTS, ENGINEERING, STRUCTURAL CALCULATIONS, OR INSTALLATION.
26.

SHOP DRAWING REVIEWS WILL BE DONE TO ENSURE THAT PRODUCT DATA, MATERIALS, AND SAMPLES MEET OR EXCEED THE ORIGINAL DESIGN INTENT OF THESE DRAWINGS ONLY. RVI UNDER NO CIRCUMSTANCES ASSUMES RESPONSIBILITY FOR UNFORESEEN CONFLICTS, ENGINEERING, STRUCTURAL CALCULATIONS OR INSTALLATION RESULTING FROM THE PRODUCTION OF ANY SHOP DRAWINGS.

GENERAL SCOPE OF WORK

1.

THE SCOPE OF WORK FOR THIS PROJECT INCLUDES COMPLETE LANDSCAPING IMPROVEMENTS AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN. VERIFY QUESTIONS ON SCOPE OF WORK PRIOR TO SUBMITTING A BID.
2.

CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS INCLUDING WATER, EQUIPMENT AND INCIDENTALS AS SHOWN, SPECIFIED AND REQUIRED TO PERFORM LANDSCAPING WORK. THE EXTENT OF THE LANDSCAPING WORK IS SHOWN ON THE DRAWINGS AND IN THE SCHEDULES. THE TYPES OF LANDSCAPING REQUIRED MAY INCLUDE THE FOLLOWING:

A.

AESTHETIC FINISH GRADING

B.

BOULDER PLACEMENT

C.

INSTALLATION OF TREES, SHRUBS, GROUNDCOVERS, AND ANY OTHER NURSERY STOCK

D.

INSTALLATION OF TURF AREAS

E.

DECOMPOSED GRANITE AND PRE-EMERGENT APPLICATIONS (2)

F.

MULCHES, AND ALL OTHER MATERIAL NECESSARY TO COMPLETE THE PLANTING JOB AS SPECIFIED

G.

MISCELLANEOUS LANDSCAPE MATERIALS AND IMPROVEMENTS

H.

FERTILIZERS AND SOIL AMENDMENTS

I.

MAINTENANCE WORK AS SPECIFIED UNTIL COMPLETION OF THE CONTRACT

J.

GUARANTEES
3.

OBTAIN ALL PERMITS AND PAY REQUIRED FEES TO ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE WORK. ARRANGE INSPECTIONS REQUIRED BY LOCAL AGENCIES AND ORDINANCES DURING THE COURSE OF CONSTRUCTION AS REQUIRED.
4.

COORDINATE AND COOPERATE WITH OTHER CONTRACTORS WORKING ON THE SITE FOR SUCCESSFUL COMPLETION OF THE PROJECT.
5.

BEFORE COMMENCING WORK ON THE SITE, BECOME THOROUGHLY ACQUAINTED WITH LAYOUT OF ALL UNDERGROUND UTILITIES AND STRUCTURES OVER THE ENTIRE SITE. ALL REQUISITE REPAIRS TO DAMAGE CAUSED BY WORK OF THIS SECTION SHALL BE AT THE CONTRACTOR'S EXPENSE.
6.

THE IRRIGATION WORK CONSISTS OF INSTALLING A COMPLETE UNDERGROUND SPRINKLER, EMITTER, AND BUBBLER SYSTEM FOR ALL TURF AND LANDSCAPED AREAS AS SHOWN ON THE DRAWINGS AND AS HEREINAFTER SPECIFIED, INCLUDING THE FURNISHING OF ALL LABOR, EQUIPMENT, APPLIANCES, AND MATERIALS INCLUDING WATER AND IN PERFORMING ALL OPERATION IN CONNECTION WITH THE CONSTRUCTION OF THE IRRIGATION SYSTEM. WORK SHALL INCLUDE FURNISHING AND INSTALLING ALL PLASTIC AND COPPER PIPE AND FITTINGS, AUTOMATIC CONTROL VALVES, VALVE ACCESS BOXES, ELECTRIC COMPUTERIZED CENTRAL CONTROLLERS, ELECTRIC WIRE, TELEPHONE ACCESS LINE (IF REQUIRED), ETC., AS REQUIRED FOR A COMPLETE SYSTEM AS SHOWN ON THE DRAWINGS AND AS CALLED FOR IN THESE SPECIFICATIONS OR AS MAY BE REQUIRED FOR PROPER OPERATION OF THE SYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS OF WATER USED IN CONNECTION WITH THE INSTALLATION OF THE IRRIGATION SYSTEM.
7.

UNLESS OTHERWISE SPECIFIED OR INDICATED ON THE DRAWINGS, THE CONSTRUCTION OF THE IRRIGATION SYSTEM SHALL INCLUDE THE FURNISHING, INSTALLING AND TESTING OF ALL MAINS, LATERALS, RISERS, AND FITTINGS, THE FURNISHING AND INSTALLING OF IRRIGATION HEADS, CONTROL VALVES, CONTROLLERS, LOW AND HIGH VOLTAGE ELECTRIC WIRE, TELEPHONE ACCESS LINE TO CENTRAL CONTROL UNIT (IF REQUIRED), POINT OF CONNECTION, CONTROLS, RESTORATION OF EXISTING IMPROVEMENTS, EXCAVATION AND BACKFILL, AND ALL OTHER WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS REQUIRED FOR A COMPLETE SYSTEM.
8.

WHENEVER ANY MATERIAL IS SPECIFIED BY NAME AND/OR NUMBER, SUCH SPECIFICATIONS SHALL BE DEEMED TO BE USED FOR THE PURPOSE OF FACILITATING A DESCRIPTION OF THE MATERIALS AND ESTABLISHING QUALITY, AND SHALL BE DEEMED AND CONSTRUED TO BE FOLLOWED BY THE WORDS "OR APPROVED EQUAL." NO SUBSTITUTIONS WILL BE PERMITTED WHICH HAVE NOT BEEN SUBMITTED FOR APPROVAL PRIOR TO BIDDING.
9.

LANDSCAPE CONTRACTOR SHALL CALL FOR "BLUE STAKE" AS REQUIRED. EXERCISE EXTREME CAUTION IN ALL PLANTING OPERATIONS, AS THERE MAY BE UNDERGROUND ELECTRIC AND TELEPHONE CABLES, SEWER LINES AND WATER LINES THROUGHOUT THE ENTIRE AREA. CONTRACTOR SHALL STUDY AND BE FAMILIAR WITH THE LOCATION OF THESE OBSTRUCTIONS AND UNDERGROUND UTILITIES. PLACE PLANTINGS WHERE SHOWN ON THE PLANS. IF THERE ARE OBSTRUCTIONS OR UNDERGROUND UTILITIES, RELOCATE PLANTS CLEAR OF ANY INTERFERENCE. LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGES CAUSED BY THEM TO OBSTRUCTIONS AND UNDERGROUND UTILITIES AT NO EXPENSE TO THE OWNER.
10.

MAINTAIN UNINTERRUPTED WATER SERVICE TO BUILDING DURING NORMAL WORKING HOURS. ARRANGE FOR TEMPORARY WATER SHUT-OFF WITH ARCHITECT/ENGINEER DURING INSTALLATION OF IRRIGATION SYSTEM, IF NECESSARY.
11.

ALL WORK AND MATERIALS TO BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF SAFETY ORDERS OF DIVISION OF INDUSTRIAL SAFETY; THE UNIFORM BUILDING CODE, M.A.G. SPECIFICATIONS AND OTHER APPLICABLE LAWS OR REGULATIONS, INCLUDING ALL CITY CODES. NOTHING IN THESE SPECIFICATIONS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES. SHOULD THE CONSTRUCTION DOCUMENTS, OR INSTRUCTION, BE AT VARIANCE WITH THE AFOREMENTIONED RULES AND REGULATIONS, NOTIFY LANDSCAPE ARCHITECT AND GET INSTRUCTIONS BEFORE PROCEEDING WITH THE WORK AFFECTED. IF LANDSCAPE ARCHITECT IS NOT NOTIFIED OF ANY VARIANCE IT SHALL BE UNDERSTOOD THAT THE CONTRACTOR ASSUMES ANY AND ALL RESPONSIBILITY FOR THE WORK DONE.
12.

CLEAN UP SHALL BE MADE DAILY AS EACH PORTION OF THE WORK PROGRESSES. REFUSE AND EXCESS DIRT SHALL BE REMOVED FROM THE SITE, AND WALKS AND PAVING SHALL BE SWEEP OR WASHED DOWN DAILY. ANY DAMAGE SHALL BE REPAIRED TO ORIGINAL CONDITIONS AT CONTRACTOR'S EXPENSE. LEAVE WORK IN CLEAN CONDITION.
13.

SUBMIT DETAILED OPERATION AND MAINTENANCE DATA FOR ALL EQUIPMENT AND ACCESSORIES PROVIDED UNDER THESE PLANS INCLUDING ASSEMBLY AND PART LISTS FOR EACH TYPE OF VALVE, EMITTER, ETC., FURNISHED TO THE ENGINEER/OWNER'S REPRESENTATIVE.

COMMON ABBREVIATIONS

SYMBOL	DEFINITION	SYMBOL	DEFINITION	SYMBOL	DEFINITION
@	AT	EQ	EQUAL	P/L	PROPERTY LINE
AVG	AVERAGE	EX	EXISTING	POC	POINT OF CONNECTION
BPU	BACKFLOW PREVENTION UNIT	FF	FINISH FLOOR	PUE	PUBLIC UTILITY EASEMENT
BTH	BROWN TRUNK HEIGHT	FG	FINISH GRADE	PSI	POUNDS PER SQUARE INCH
BW	BOTTOM OF WALL	FL	FLOW LINE	R, RAD	RADIUS
CAL	CALIPER	FT	FEET	R/W	RIGHT OF WAY (R.O.W.)
CB	CATCH BASIN	GAL	GALLONS	SF	SQUARE FEET
CF	CUBIC FEET	GPH	GALLONS PER HOUR	STD	STANDARD
CJ	CONTROL JOINT	GPM	GALLONS PER MINUTE	SDL	SIGHT DISTANCE LINE
CL	CENTERLINE	HORIZ	HORIZONTAL	SIM	SIMILAR
CLR	CLEAR	HP	HIGH POINT	SJ	SCORE JOINT
CMU	CONCRETE MASONRY UNIT	HT	HEIGHT	SVT	SIGHT VISIBILITY TRIANGLE
CONC	CONCRETE	LF	LINEAR FEET	S/W	S/W
CONT	CONTINUOUS	LOC	LIMIT OF CONSTRUCTION	TBS	TO BE SELECTED
Ø, DIA	DIAMETER	L/S	LANDSCAPE	TW	TOP OF WALL
DG	DECOMPOSED GRANITE	MAX	MAXIMUM	TYP	TYPICAL
EA	EACH	MIN	MINIMUM	VERT	VERTICAL
EJ	EXPANSION JOINT	NTS	NOT TO SCALE	w/	WITH
ELEV	ELEVATION	OC	ON CENTER		

HARDSCAPE GENERAL NOTES

1.

THESE NOTES ARE GENERAL AND MAY BE SUPERSEDED BY EITHER THE SPECIFICATIONS OR LOCAL TRADE PRACTICES.
2.

ALL FORMWORK ALIGNMENT SHALL BE STRAIGHT AND EVEN. RADII AND CURVES ARE TO HAVE SMOOTH, CONTINUOUS TRANSITIONS WITHOUT ABRUPT CHANGES OR BENDS. JOINT LOCATIONS NOT SPECIFICALLY INDICATED ON THE PLANS SHALL BE EVENLY SPACED AND VISUALLY UNOBTUSIVE.
3.

ALL REINFORCING STEEL, DOWELS, ANCHOR BOLTS, AND OTHER INSERTS SHALL BE FIRMLY SECURED IN THE PROPER POSITION PRIOR TO PLACING CONCRETE.
4.

ALL FLATWORK SHALL BE LAID WITH A CONSTANT SLOPE BETWEEN TWO SPOT ELEVATIONS. CHANGES IN SLOPE SHALL BE ACCOMPLISHED IN A GRADUAL MANNER. ALL HARDSCAPE SHALL SLOPE AWAY FROM BUILDINGS AT 1% SLOPE UNLESS NOTED OTHERWISE ON DRAWINGS.
5.

NEW CONCRETE PAVING SHALL MATCH EXISTING IN COLOR AND TEXTURE, UNLESS NOTED OTHERWISE ON DRAWINGS.
6.

IT IS RECOMMENDED THAT THE CONTRACTOR SHALL RETAIN THE SERVICES OF A REGISTERED GEOTECHNICAL ENGINEER TO PERFORM NECESSARY TESTING AND INSPECTIONS FOR QUALITY CONTROL TO ENSURE THAT THE REQUIREMENTS REFERENCED ARE COMPLIED WITH.
7.

THE LANDSCAPE ARCHITECT AND STRUCTURAL ENGINEER ASSUMES NO RESPONSIBILITY FOR THE VALIDITY OF THE SUBSURFACE CONDITIONS DESCRIBED IN THE DRAWINGS.
8.

ALL STEEL SURFACES SHALL BE CLEAN AND FREE OF OILS, BURRS, WELD RESIDUE AND OTHER DELETERIOUS MATERIALS PRIOR TO FINISHING.
9.

CONTRACTOR SHALL PROVIDE COMPLETE SHOP DRAWINGS BASED ON FIELD DIMENSIONS, FOR ALL STEEL ELEMENTS PRIOR TO CONSTRUCTION, FOR REVIEW BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL SUBMIT FINISH SAMPLE FOR REVIEW BY OWNER AND/OR LANDSCAPE ARCHITECT.
10.

MEMBER SIZES INDICATED ARE FOR DESIGN INTENT ONLY. CONTRACTOR SHALL ENGINEER FOR STRUCTURAL INTEGRITY. FIELD VERIFY DIMENSIONS OF ADJACENT AND ADJOINING WORK. REPORT ANY DISCREPANCIES TO OWNER AND/OR LANDSCAPE ARCHITECT.
11.

WELD CONNECTIONS CONTINUOUS AND SOLID. REMOVE ANY SPLATTER AND SLAG AND GRIND WELDS SMOOTH. PREPARE SURFACE FOR PAINTING TO CLEAN, SMOOTH, AND FREE OF OBJECTIONABLE MATERIAL. WASH, STEAM CLEAN, SANDBLAST, OR WIRE BRUSH TO BASE METAL.
12.

BOLTS TO BE CADMIUM PLATED OR STAINLESS STEEL.
13.

CAP EXPOSED ENDS OF TUBING.
14.

REINFORCING MARKED "CONTINUOUS" MAY BE SPLICED WITH A LAP OF 30 BAR DIAMETERS (2'-0" MINIMUM) IN CONCRETE, 40 BAR DIAMETERS (2'-6" MINIMUM IN MASONRY), UNLESS NOTED OTHERWISE.
15.

ALL REINFORCING SHALL BE SUPPORTED IN CONFORMANCE WITH "THE MANUAL OF STANDARD PRACTICE FOR REINFORCED CONCRETE STRUCTURES" LATEST EDITION.
16.

REINFORCING SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS OTHERWISE INDICATED:

A.

WALLS @ 1-1/2"

B.

FORMED SURFACE IN CONTACT WITH EARTH @ 2"

C.

SURFACE DEPOSITED DIRECTLY AGAINST EARTH @ 3"
16.

ANY DOWELS USED SHALL BE EQUAL IN SIZE AND SPACING TO VERTICAL BARS.
17.

MASONRY UNITS: SHALL BE GRADE "N" TYPE I CONFORMING TO LATEST ASTM STANDARD SPECIFICATION C-90 AND MANUFACTURED IN ACCORDANCE WITH "CONCRETE MASONRY ASSOCIATION" STANDARDS. SPECIALTY BLOCK SHALL BE AS NOTED ON PLANS.
18.

MORTAR: SHALL BE TYPE S, CONFORMING TO ASTM C270, WITH A 28 DAY COMPRESSIVE STRENGTH OF 1800 PSI.
19.

GROUT: FRESHLY PREPARED AND UNIFORMLY MIXED. GROUT SHALL BE COMPOSED BY VOLUME OF 1 PART PORTLAND CEMENT AND 2 1/4 TO 3 PARTS SAND, TO WHICH MAY BE ADDED NOT MORE THAN ONE-TENTH PART LIME. WATER SHALL BE ADDED TO PRODUCE CONSISTENCY FOR POURING WITHOUT SEGREGATION OF THE CONSTITUENTS. GROUT SHALL ATTAIN A COMPRESSIVE STRENGTH OF 2000 PSI AT 28 DAYS.
20.

PORTLAND CEMENT: SHALL BE TYPE II AND CONFORM TO LATEST ASTM STANDARD SPECIFICATION C-150.
21.

WATERPROOF ALL MASONRY BELOW GRADE.

RVI

4800 N. Scottsdale Rd., Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

EXPIRES 12/31/25



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



PARADISI - PARCEL C
LANDSCAPE IMPROVEMENT PLANS
SURPRISE, AZ

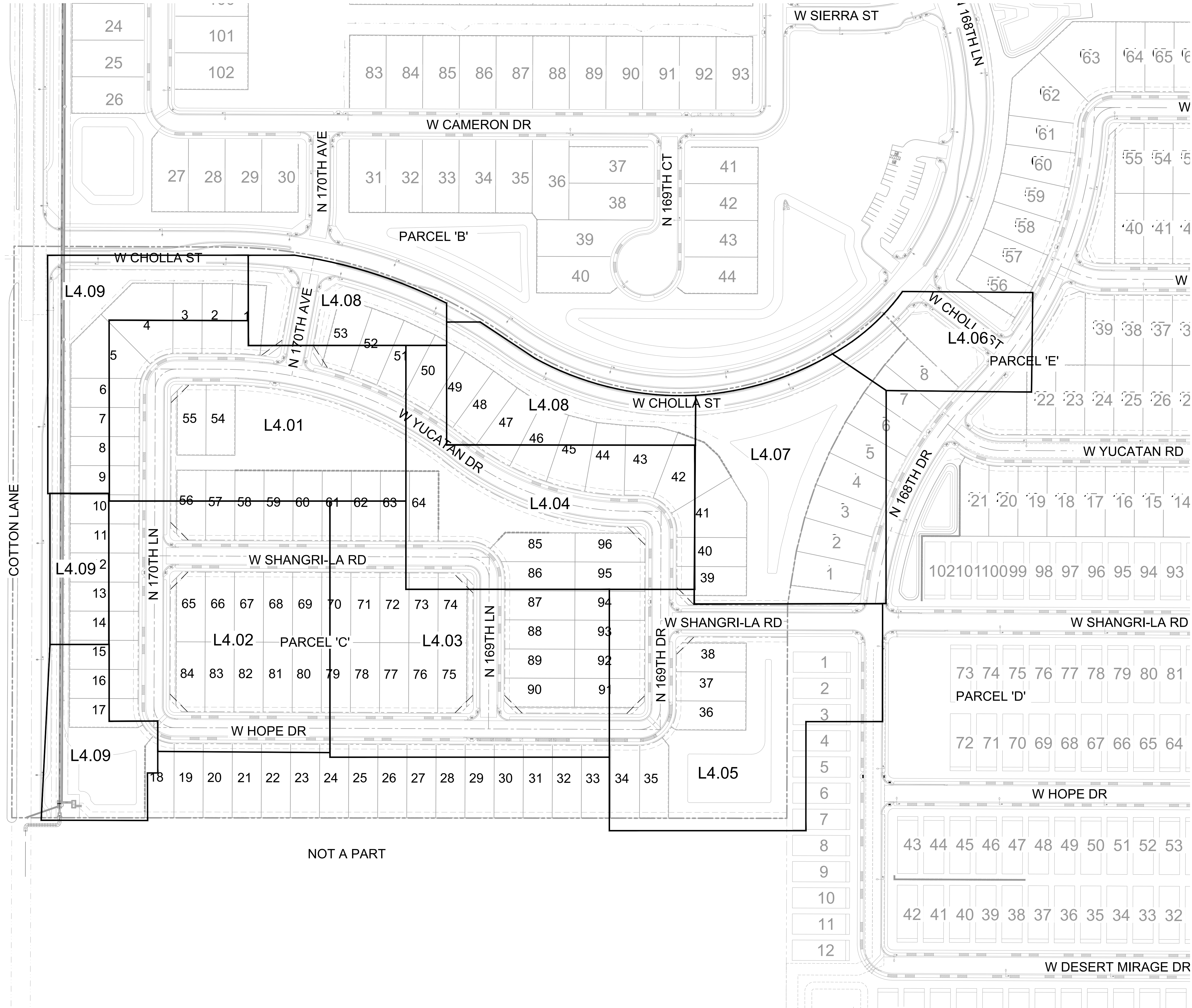
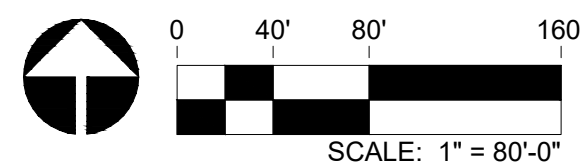
PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN: TEAM
REVIEWED: SB

REVISIONS	
1	
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GENERAL
NOTES

L0.01

L:\19002272\SYCAMORE PARK\06-19002272\LANDSCAPE\CD\3-PARCEL C\3-SHEET\19002272-CD-PARC C-COVER.dwg 3/2/2023 shawn byron



EXPIRES 12/31/25



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

PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

SURPRISE, AZ

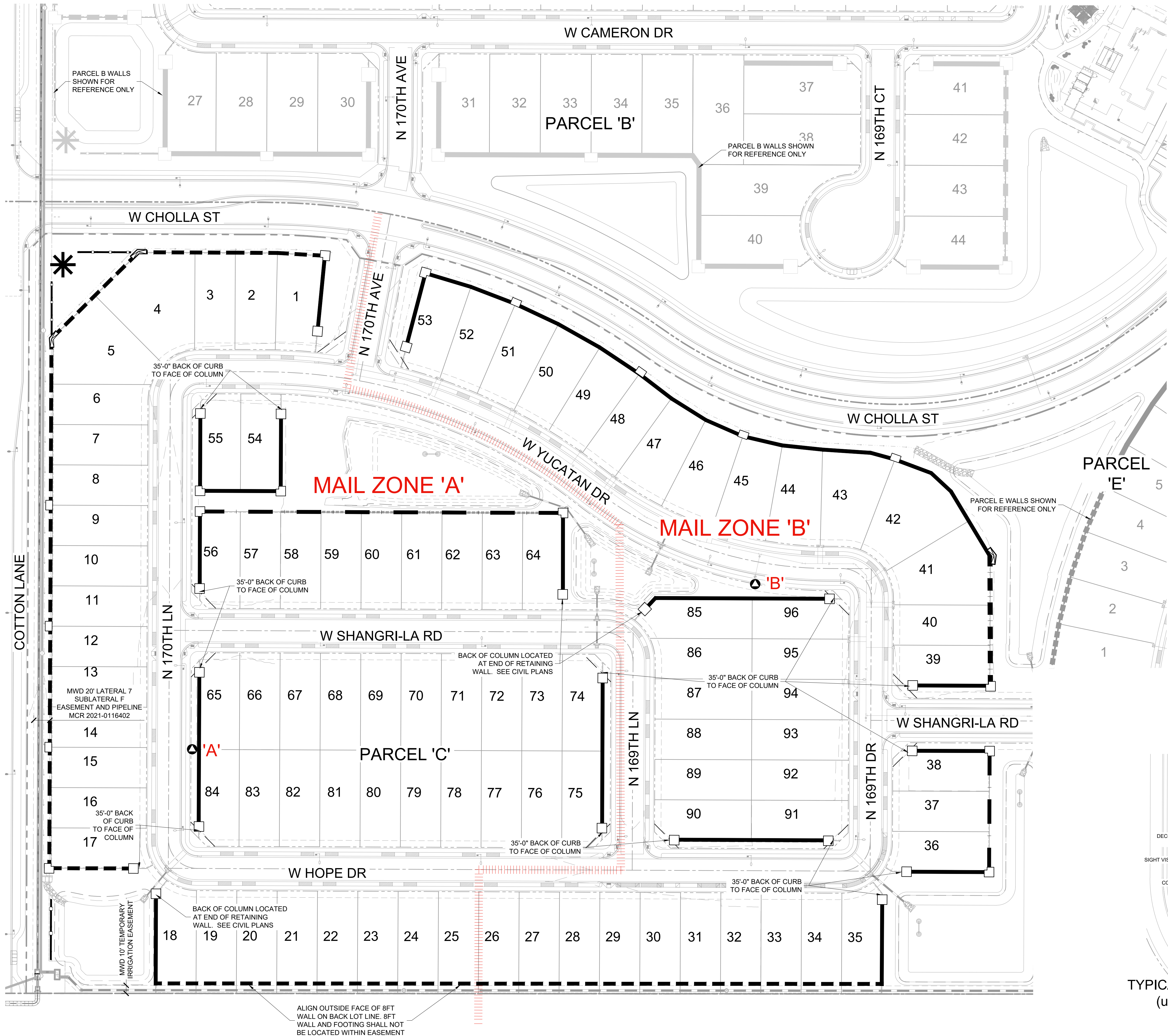
PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN : TEAM
REVIEWED : SB

REVISIONS	
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PLANTING
REFERENCE
PLAN

L0.02

SHEET 03 OF 25



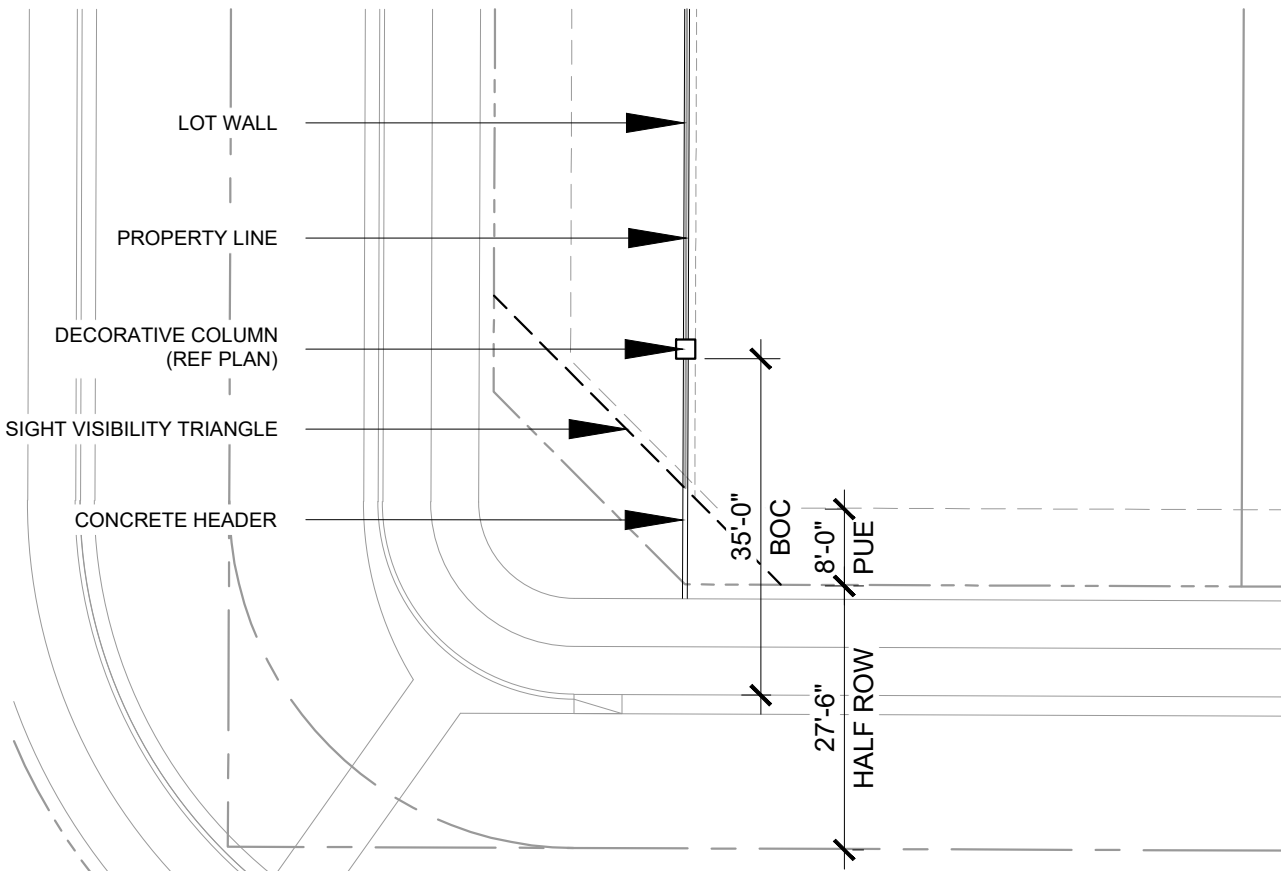
LEGEND

- THEME WALL, REFER TO DETAIL 1 / L3.01
- 8' THEME WALL, REFER TO DETAIL 1 / L3.02
- PARTIAL VIEW WALL, REFER TO DETAIL 4 / L3.01
- THEME WALL COLUMN (END CONDITION), REFER TO DETAIL 1 / L3.01 & 3 / L3.02
- THEME WALL COLUMN (IN-LINE CONDITION), REFER TO DETAIL 1 / L3.01 & 3 / L3.02
- THEME WALL COLUMN (OUTSIDE CORNER CONDITION), REFER TO DETAIL 1 / L3.01 & 3 / L3.02
- MAILBOX CLUSTER, REFER TO DETAIL 4 / L3.02

WALL NOTES

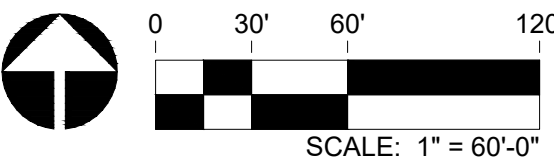
- THESE NOTES ARE GENERAL AND MAY BE SUPERSEDED BY EITHER THE SPECIFICATIONS OR LOCAL TRADE PRACTICES.
- FOOTINGS SHALL BEAR ON UNDISTURBED NATIVE SOIL OR COMPACTED FILL.
- THE EXPOSED UPPERMOST SOIL TO RECEIVE FILL SHALL BE SCARIFIED 6" DEEP, MOISTURE CONDITIONED TO $\pm 3\%$ OF OPTIMUM DENSITY CURVE FOR EACH TYPE OF SOIL ENCOUNTERED AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER ASTM D-2922 OR D-3017.
- FILL MATERIAL SHALL BE PREDOMINANTLY GRANULAR, NON-EXPANSIVE, CLEAN OF ALL ORGANIC OR DETRITUS SUBSTANCES, AND HAVE A PLASTICITY INDEX LESS THAN SEVEN (7). BACKFILL SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY IN HORIZONTAL 8" LIFTS.
- EXCAVATIONS FOR FOUNDATIONS SHALL BE NEAT TO LINES OF FOOTINGS. ALL LOOSE MATERIAL SHALL BE REMOVED FROM SURFACE TO RECEIVE CONCRETE.
- ALLOWABLE SOIL BEARING PRESSURES AT FOOTING ON COMPACTED SOIL: 1500 PSI.
- CONCRETE MIX DESIGN FOR FOOTINGS SHALL BE MAG CLASS 'B' (2500 PSI), UNLESS OTHERWISE NOTED ON DRAWINGS.
- NO PIPES OR DUCTS SHALL BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED.
- CONCRETE FOOTINGS SHALL BE CONTINUOUS POUR TO GREATEST EXTENT PRACTICAL. STEP FOOTINGS IN EVEN BLOCK INCREMENTS.
- WALL CONTRACTOR TO BE RESPONSIBLE FOR STRUCTURAL CALCULATIONS OF THE WALLS.
- SUBMIT TEST REPORTS FOR CONCRETE MIX DESIGNS TO LANDSCAPE ARCHITECT FOR REVIEW.
- WATERPROOF AND GROUT SOLID RETAINING WALLS TO HIGH GRADE, IF APPLICABLE.
- ALL IRON/STEEL WORK TO BE OF HIGHEST QUALITY WITH WELDS GROUND SMOOTH. ALL IRON WORK, EXCEPT WHERE NOTED, TO BE PRIMED AND PAINTED. PAINT COLOR TO BE SELECTED BY OWNER AND/OR LANDSCAPE ARCHITECT.
- VERIFY HEIGHTS AND SLOPES AND TURNDOWNS BEFORE POURING FOOTINGS.
- NEW WALL FINISHES SHALL MATCH EXISTING SURFACES, UNLESS OTHERWISE NOTED ON DRAWINGS.
- GROUT SOLID ALL CMU CELLS AND VOIDS BELOW GRADE AND/OR CONTAINING REBAR.

ALL WALL LOCATIONS AND ALIGNMENTS ARE SCHEMATIC. WALLS SHALL NOT BE INSTALLED IN RIGHT-OF-WAYS, UTILITY EASEMENTS, OR SIGHT VISIBILITY TRIANGLES. CONTRACTOR TO STAKE WALL CORNERS AND TURN POINTS AND GET CLIENT AND/OR LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION.



TYPICAL COLUMN PLACEMENT (unless otherwise noted)

N.T.S.



EXPIRES 12/31/25



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

PARADISI - PARCEL C
LANDSCAPE IMPROVEMENT PLANS
SURPRISE, AZ

PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN : TEAM
REVIEWED : SB

REVISIONS

- 1
- 2
- 3
- 4
- 5

WALL PLAN

L1.01

PAVING SCHEDULE

- ALL SIDEWALKS NATURAL GRAY CONCRETE w/ HEAVY BROOM FINISH. REFER TO ENGINEERING PLANS
- PLAY SURFACING, COLOR: TBD, AVAILABLE FROM ROBERTSON RECREATIONAL SURFACES (www.totturf.com, 800.858.0519). INSTALL PER MFR'S. SPEC'S., REFER TO DETAIL 8 / L3.02
- LANDSCAPE SIDEWALKS, NATURAL GRAY CONCRETE w/ HEAVY BROOM FINISH. REFER TO DETAIL 6 / L3.02
- DAVIS COLORED CONCRETE 'MOCHA' w/ 3/8" - 1/2" EXPOSED AGGREGATE FINISH (DAVIS COLORS - 1.800.356.4848). APPLY GRACE TOP CAST GRADE 100 SURFACE RETARDANT AT MFR. RECOMMENDED RATE (www.gcpat.com, 877.4AD.MIXI). REFER TO DETAIL 6 / L3.02
- ENGINEERED WOOD FIBER (EWF), 12" DEPTH, AVAILABLE FROM ROBERTSON RECREATIONAL SURFACES (www.totturf.com, 800.858.0519). INSTALL PER MFR. SPEC'S

HARDSCAPE KEYNOTES

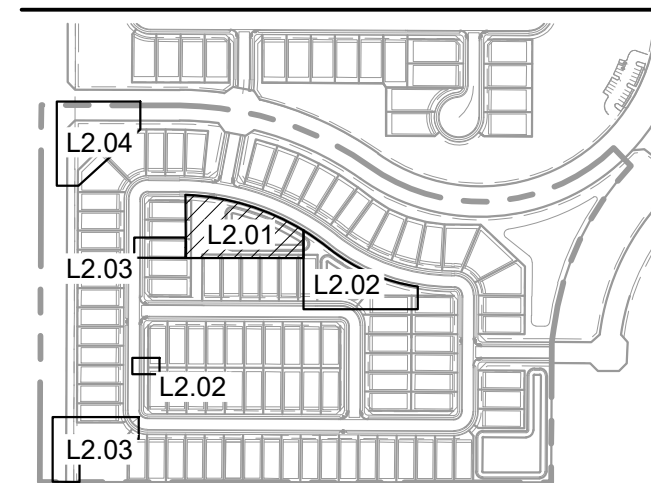
- 1 VISIBILITY EASEMENT, ALL TREE LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE MUST BE TRIMMED TO BE ABOVE 84" AND BELOW 30"
- 2 LOCATION OF SIDEWALK, REFER TO ENGINEERING PLANS FOR MORE INFORMATION.
- 3 FIRE HYDRANT - TREES AND SHRUBS TO MAINTAIN A 5'-0" CLEARANCE
- 4 UNDERGROUND UTILITY - SEE CIVIL PLANS
- 5 OPEN SPACE SIDEWALK / FLATWORK, REFER TO DETAIL 6 / L3.02
- 6 6' THEME WALL, REFER TO DETAIL 1 / L3.01
- 7 THEME WALL COLUMN, REFER TO DETAIL 3 / L3.05
- 8 PRIMARY ENTRY MONUMENTATION, REFER TO DETAIL 6 / L3.05
- 9 CONCRETE HEADER, REFER TO DETAIL 6 / L5.01
- 10 DECORATIVE FENCE, REFER TO DETAIL 1 / L3.05
- 11 SIDE YARD WALL END. FINAL LOCATION TO BE STAKED AND OR ADJUSTED IN THE FIELD
- 12 RAMADA, REFER TO DETAIL 1 / L3.03

- 13 APPROXIMATE LOCATION OF PLAY STRUCTURE SAFETY ZONE
- 14 REINFORCED CONCRETE TURN-DOWN, REFER TO DETAIL 10 / L3.03
- 15 6" x 18" REINFORCED CONCRETE HEADER, REFER TO DETAIL 8 / L3.03
- 16 CHEEK WALL, REFER TO DETAIL 9 / L3.02
- 17 DRIVEWAY LOCATION FOR REFERENCE ONLY, FINAL LOCATIONS TBD BY DEVELOPER, TYPICAL
- 18 8' THEME WALL, REFER TO DETAIL 1 / L3.02
- 19 SECONDARY CORNER COLUMN, REFER TO DETAIL 3 / L3.02
- 20 DRYWELL, REFER TO ENGINEERING PLANS FOR MORE INFORMATION
- 21 RAMP INTO PLAY AREA, REFER TO DETAIL 7 / L3.02
- 22 PARTIAL VIEW WALL, REFER TO DETAIL 4 / L3.01
- 23 PLAYGROUND, REFER TO DETAIL 1 / L3.04
- 24 MAILBOX CLUSTER, TYPE B, REFER TO DETAIL 4 / L3.02
- 25 RETAINING WALL, SEE CIVIL PLANS
- 26 MAILBOX CLUSTER, TYPE A, REFER TO DETAIL 4 / L3.02

AMENITY SCHEDULE

ITEM	BENCH
COLOR	FAUX-WOOD HORIZONTAL SLATS - HAZELNUT
SPECIFICATIONS	WINCHESTER COLLECTION 6FT BENCH WITH BACK & ARMS, SURFACE MOUNT, MODEL: W1119C (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
ITEM	TRASH RECEPTACLE
COLOR	FAUX-WOOD VERTICAL SLATS - HAZELNUT
SPECIFICATIONS	URBANSCAPE - "FG" STYLE 32 GALLON RECEPTACLE WITH LINER AND FLAT TOP LID, SURFACE MOUNT, MODEL: W03B32S (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
ITEM	PICNIC TABLE
COLOR	COPPER VEIN
SPECIFICATIONS	BREAKWATER PICNIC TABLE 6FT, SURFACE MOUNT, MODEL: BW6-6 (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	KEYSTONE RIDGE DESIGNS, INC. - CONTACT: CHANCE HOPPER (724.284.1213 EXT 244, WWW.KEYSTONERIDGEDESIGNS.COM)
ITEM	PET WASTE STATION
COLOR	GREEN
SPECIFICATIONS	ALUMINUM DOGIPOT PET STATION, MODEL: 1003-L (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
ITEM	BICYCLE RACK
COLOR	TEXTURED RUST
SPECIFICATIONS	BIKE RACK 293, MODEL: 292-00/S-1 EMBEDMENT MOUNT (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DUMOR - CONTACT: JUSTIN GALION (800.457.5444, WWW.EXERPLAY.COM)

KEY MAP



PARADISI - PARCEL C
LANDSCAPE IMPROVEMENT PLANS
SURPRISE, AZ

PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN : TEAM
REVIEWED : SB

REVISIONS
1
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HARDSCAPE
PLAN

L2.01

SHEET 05 OF 25

FS22-1117, 3RD CITY SUBMITTAL



EXPIRES 12/31/25



LI19002272-2 SYCAMORE FARMS-6-19002272-2 LANDSCAPE CD-3 PARCEL C-3 SHEET S-2272-CD-PARC C-HARDSCAPE PLAN.dwg 3/2/2023 shawn byron

MATCHLINE 'B', SHEET L2.01

PAVING SCHEDULE

- ALL SIDEWALKS NATURAL GRAY CONCRETE w/ HEAVY BROOM FINISH. REFER TO ENGINEERING PLANS
- PLAY SURFACING, COLOR: TBD, AVAILABLE FROM ROBERTSON RECREATIONAL SURFACES (www.totturf.com, 800.858.0519). INSTALL PER MFR'S. SPEC'S., REFER TO DETAIL 8 / L3.02
- LANDSCAPE SIDEWALKS, NATURAL GRAY CONCRETE w/ HEAVY BROOM FINISH. REFER TO DETAIL 6 / L3.02
- DAVIS COLORED CONCRETE 'MOCHA' w/ 3/8" - 1/2" EXPOSED AGGREGATE FINISH (DAVIS COLORS - 1.800.356.4848). APPLY GRACE TOP CAST GRADE 100 SURFACE RETARDANT AT MFR. RECOMMENDED RATE (www.gcpat.com, 877.4AD.MIXI). REFER TO DETAIL 6 / L3.02
- ENGINEERED WOOD FIBER (EWF), 12" DEPTH, AVAILABLE FROM ROBERTSON RECREATIONAL SURFACES (www.totturf.com, 800.858.0519). INSTALL PER MFR. SPEC'S

KEY MAP

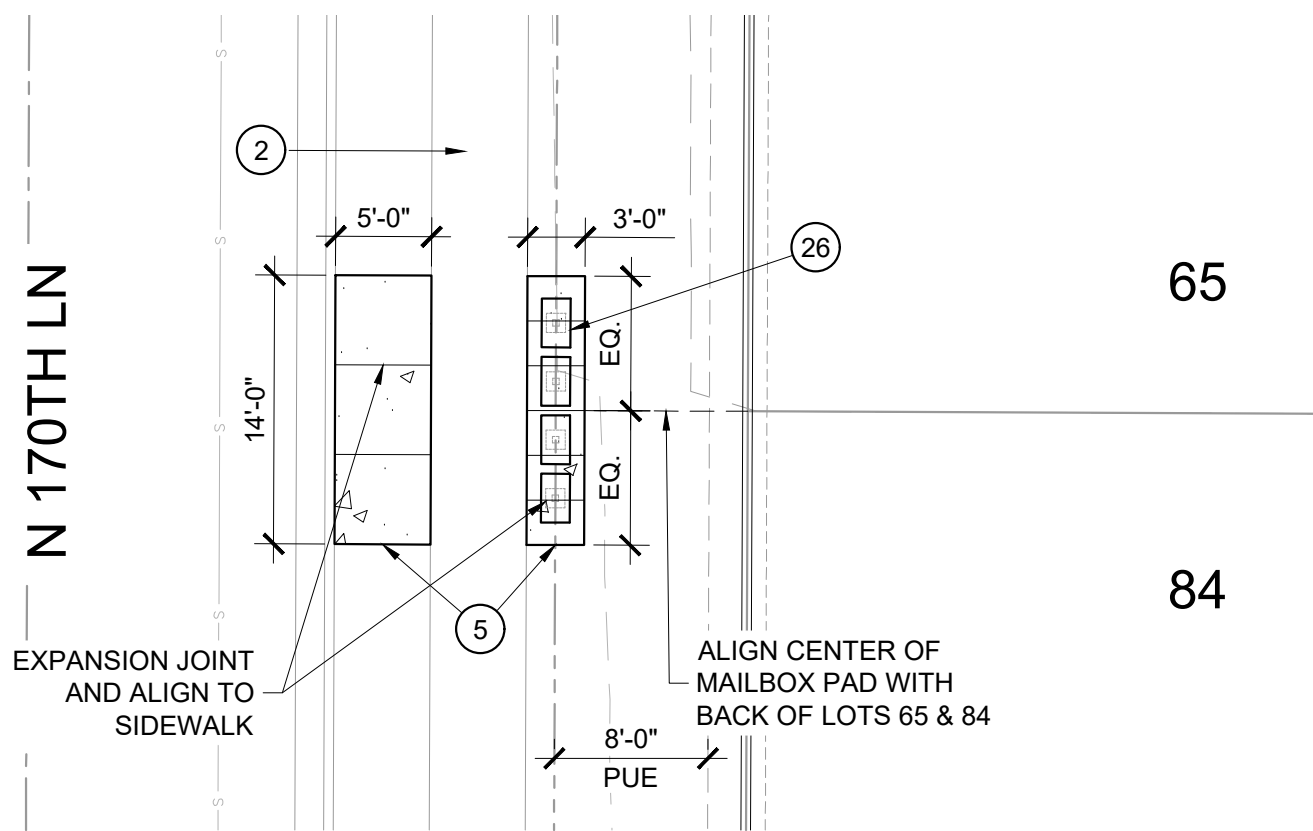


HARDSCAPE KEYNOTES

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- LOCATION OF SIDEWALK, REFER TO ENGINEERING PLANS FOR MORE INFORMATION.
- FIRE HYDRANT - TREES AND SHRUBS TO MAINTAIN A 5'-0" CLEARANCE
- UNDERGROUND UTILITY - SEE CIVIL PLANS
- OPEN SPACE SIDEWALK / FLATWORK, REFER TO DETAIL 6 / L3.02
- 6' THEME WALL, REFER TO DETAIL 1 / L3.01
- THEME WALL COLUMN, REFER TO DETAIL 3 / L3.05
- PRIMARY ENTRY MONUMENTATION, REFER TO DETAIL 6 / L3.05
- CONCRETE HEADER, REFER TO DETAIL 6 / L5.01
- DECORATIVE FENCE, REFER TO DETAIL 1 / L3.05
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- RAMADA, REFER TO DETAIL 1 / L3.03
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- REINFORCED CONCRETE TURN-DOWN, REFER TO DETAIL 10 / L3.03
- 6" x 18" REINFORCED CONCRETE HEADER, REFER TO DETAIL 8 / L3.03
- CHEEK WALL, REFER TO DETAIL 9 / L3.02
- DRIVEWAY LOCATION FOR REFERENCE ONLY, FINAL LOCATIONS TBD BY DEVELOPER, TYPICAL
- 8' THEME WALL, REFER TO DETAIL 1 / L3.02
- SECONDARY CORNER COLUMN, REFER TO DETAIL 3 / L3.02
- DRYWELL, REFER TO ENGINEERING PLANS FOR MORE INFORMATION
- RAMP INTO PLAY AREA, REFER TO DETAIL 7 / L3.02
- PARTIAL VIEW WALL, REFER TO DETAIL 4 / L3.01
- PLAYGROUND, REFER TO DETAIL 1 / L3.04
- MAILBOX CLUSTER, TYPE B, REFER TO DETAIL 4 / L3.02
- RETAINING WALL, SEE CIVIL PLANS
- MAILBOX CLUSTER, TYPE A, REFER TO DETAIL 4 / L3.02

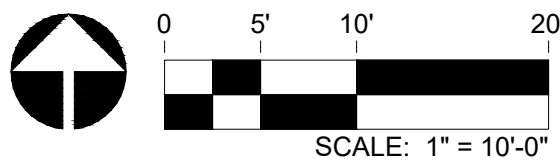
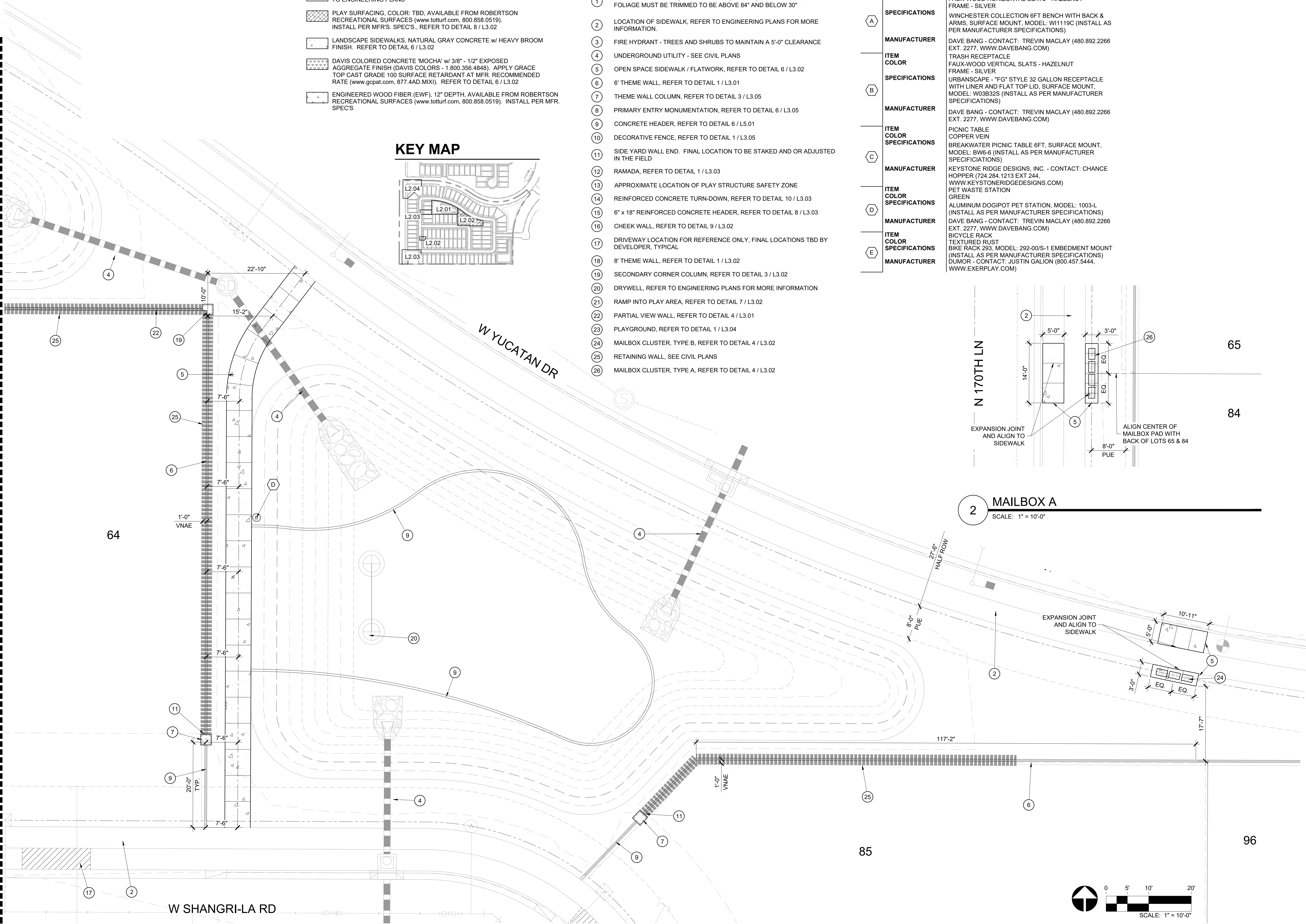
AMENITY SCHEDULE

ITEM	BENCH
COLOR	FAUX-WOOD HORIZONTAL SLATS - HAZELNUT
SPECIFICATIONS	WINCHESTER COLLECTION 6FT BENCH WITH BACK & ARMS. SURFACE MOUNT, MODEL: W1119C (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
ITEM	TRASH RECEPTACLE
COLOR	FAUX-WOOD VERTICAL SLATS - HAZELNUT
SPECIFICATIONS	URBANSCAPE - "FG" STYLE 32 GALLON RECEPTACLE WITH LINER AND FLAT TOP LID. SURFACE MOUNT, MODEL: W03832S (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
ITEM	PICNIC TABLE
COLOR	COPPER VEIN
SPECIFICATIONS	BREAKWATER PICNIC TABLE 6FT, SURFACE MOUNT, MODEL: BW6-6 (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	KEYSTONE RIDGE DESIGNS, INC. - CONTACT: CHANCE HOPPER (724.284.1213 EXT 244, WWW.KEYSTONERIDGEDESIGNS.COM)
ITEM	PET WASTE STATION
COLOR	GREEN
SPECIFICATIONS	ALUMINUM DOGIPOT PET STATION, MODEL: 1003-L (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
ITEM	BICYCLE RACK
COLOR	TEXTURED RUST
SPECIFICATIONS	BIKE RACK 293, MODEL: 292-00/S-1 EMBEDMENT MOUNT (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DUMOR - CONTACT: JUSTIN GALION (800.457.5444, WWW.EXERPLAY.COM)



2 MAILBOX A

SCALE: 1" = 10'-0"



PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

SURPRISE, AZ

PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN : TEAM
REVIEWED : SB

REVISIONS

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HARDSCAPE PLAN

L2.02

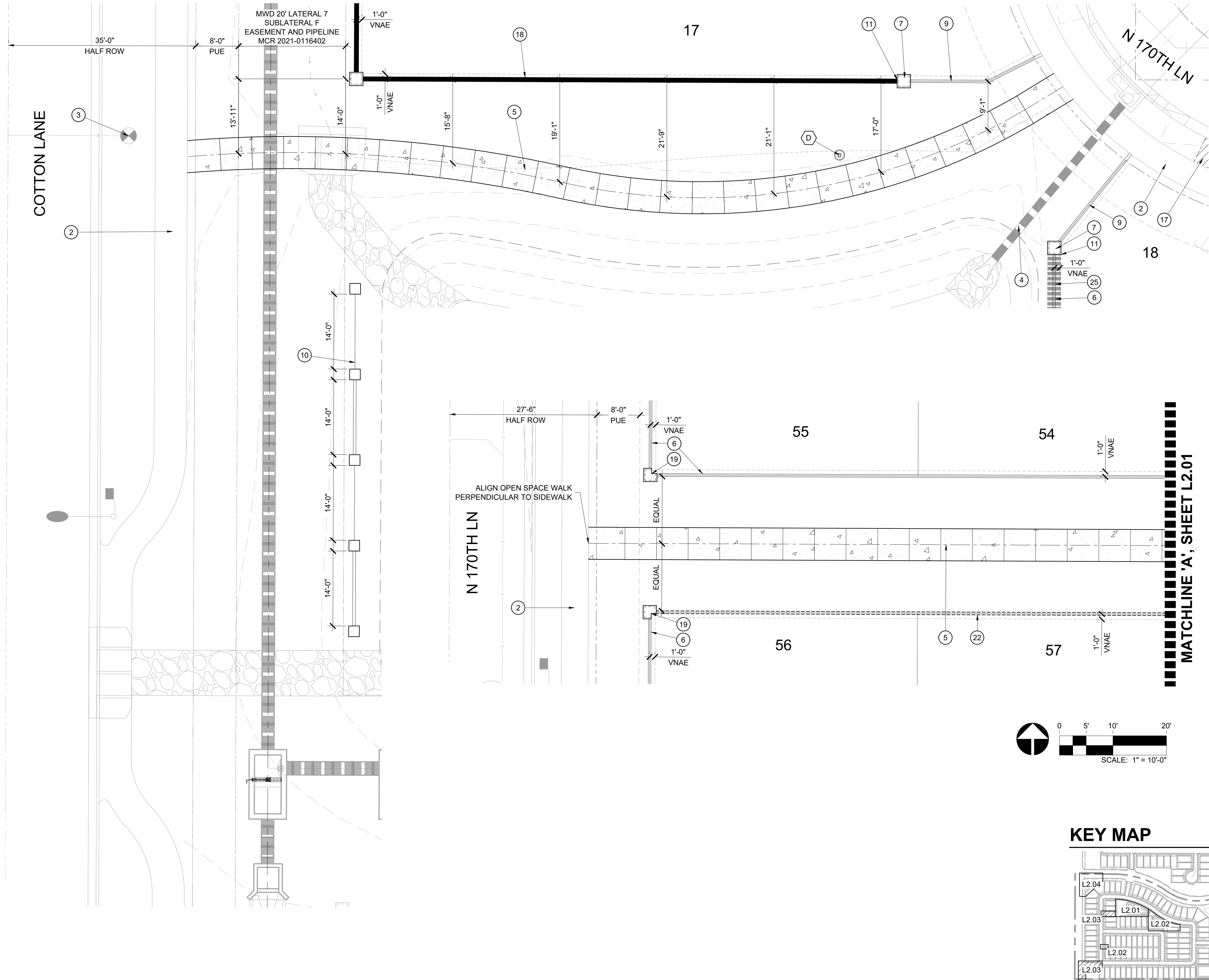
SHEET 06 OF 25

RVI
4900 N. Scottsdale Rd., Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

EXPIRES 12/31/25



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



AMENITY SCHEDULE

ITEM	BENCH
COLOR	FAUX-WOOD HORIZONTAL SLATS - HAZELNUT
SPECIFICATIONS	WINCHESTER COLLECTION 6FT BENCH WITH BACK & ARMS, SURFACE MOUNT, MODEL: W1119C (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
ITEM	TRASH RECEPTACLE
COLOR	FAUX-WOOD VERTICAL SLATS - HAZELNUT
SPECIFICATIONS	URBANSCAPE - "FG" STYLE 32 GALLON RECEPTACLE WITH LINER AND FLAT TOP LID, SURFACE MOUNT, MODEL: W03B32S (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
ITEM	PICNIC TABLE
COLOR	COPPER VEIN
SPECIFICATIONS	BREAKWATER PICNIC TABLE 6FT, SURFACE MOUNT, MODEL: BW6-6 (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	KEYSTONE RIDGE DESIGNS, INC. - CONTACT: CHANCE HOPPER (724.284.1213 EXT 244, WWW.KEYSTONERIDGEDESIGNS.COM)
ITEM	PET WASTE STATION
COLOR	GREEN
SPECIFICATIONS	ALUMINUM DOGIPOT PET STATION, MODEL: 1003-L (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
ITEM	BICYCLE RACK
COLOR	TEXTURED RUST
SPECIFICATIONS	BIKE RACK 293, MODEL: 292-00/S-1 EMBEDMENT MOUNT (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
MANUFACTURER	DUMOR - CONTACT: JUSTIN GALION (800.457.5444, WWW.EXERPLAY.COM)

HARDSCAPE KEYNOTES

- VISIBILITY EASEMENT, ALL TREE LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE MUST BE TRIMMED TO BE ABOVE 84" AND BELOW 30"
- LOCATION OF SIDEWALK, REFER TO ENGINEERING PLANS FOR MORE INFORMATION.
- FIRE HYDRANT - TREES AND SHRUBS TO MAINTAIN A 5'-0" CLEARANCE
- UNDERGROUND UTILITY - SEE CIVIL PLANS
- OPEN SPACE SIDEWALK / FLATWORK, REFER TO DETAIL 6 / L3.02
- 6" THEME WALL, REFER TO DETAIL 1 / L3.01
- THEME WALL COLUMN, REFER TO DETAIL 3 / L3.05
- PRIMARY ENTRY MONUMENTATION, REFER TO DETAIL 6 / L3.05
- CONCRETE HEADER, REFER TO DETAIL 6 / L5.01
- DECORATIVE FENCE, REFER TO DETAIL 1 / L3.05
- SIDE YARD WALL END. FINAL LOCATION TO BE STAKED AND OR ADJUSTED IN THE FIELD
- RAMADA, REFER TO DETAIL 1 / L3.03
- APPROXIMATE LOCATION OF PLAY STRUCTURE SAFETY ZONE
- REINFORCED CONCRETE TURN-DOWN, REFER TO DETAIL 10 / L3.03
- 6" x 18" REINFORCED CONCRETE HEADER, REFER TO DETAIL 8 / L3.03
- CHEEK WALL, REFER TO DETAIL 9 / L3.02
- DRIVEWAY LOCATION FOR REFERENCE ONLY, FINAL LOCATIONS TBD BY DEVELOPER, TYPICAL
- 8" THEME WALL, REFER TO DETAIL 1 / L3.02
- SECONDARY CORNER COLUMN, REFER TO DETAIL 3 / L3.02
- DRYWELL, REFER TO ENGINEERING PLANS FOR MORE INFORMATION
- RAMP INTO PLAY AREA, REFER TO DETAIL 7 / L3.02
- PARTIAL VIEW WALL, REFER TO DETAIL 4 / L3.01
- PLAYGROUND, REFER TO DETAIL 1 / L3.04
- MAILBOX CLUSTER, TYPE B, REFER TO DETAIL 4 / L3.02
- RETAINING WALL, SEE CIVIL PLANS
- MAILBOX CLUSTER, TYPE A, REFER TO DETAIL 4 / L3.02

PAVING SCHEDULE

ALL SIDEWALKS NATURAL GRAY CONCRETE w/ HEAVY BROOM FINISH. REFER TO ENGINEERING PLANS
PLAY SURFACING, COLOR: TBD, AVAILABLE FROM ROBERTSON RECREATIONAL SURFACES (www.totturf.com, 800.858.0519). INSTALL PER MFR'S. SPEC'S., REFER TO DETAIL 8 / L3.02
LANDSCAPE SIDEWALKS, NATURAL GRAY CONCRETE w/ HEAVY BROOM FINISH. REFER TO DETAIL 6 / L3.02
DAVIS COLORED CONCRETE 'MOCHA' w/ 3/8" - 1/2" EXPOSED AGGREGATE FINISH (DAVIS COLORS - 1.800.356.4848). APPLY GRACE TOP CAST GRADE 100 SURFACE RETARDANT AT MFR. RECOMMENDED RATE (www.gcpat.com, 877.4AD.MIXI). REFER TO DETAIL 6 / L3.02
ENGINEERED WOOD FIBER (EWF), 12" DEPTH, AVAILABLE FROM ROBERTSON RECREATIONAL SURFACES (www.totturf.com, 800.858.0519). INSTALL PER MFR. SPEC'S

PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

SURPRISE, AZ

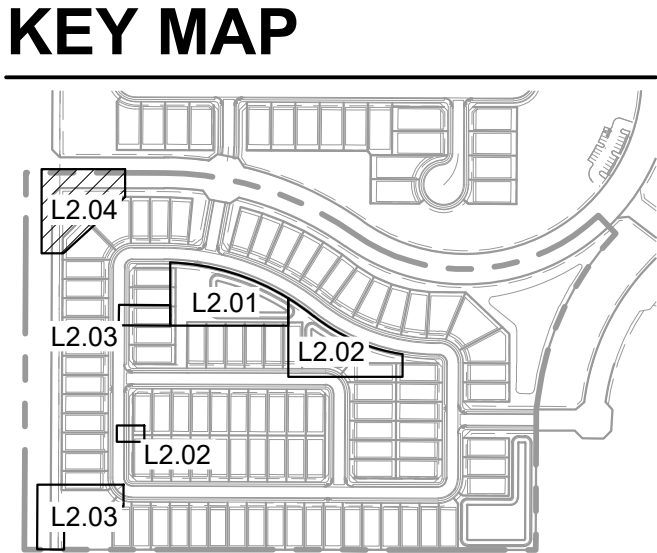
PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN: TEAM
REVIEWED: SB

REVISIONS
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HARDSCAPE PLAN

L2.03

SHEET 07 OF 25



	ITEM COLOR	BENCH FAUX-WOOD HORIZONTAL SLATS - HAZELNUT FRAME - SILVER
(A)	SPECIFICATIONS	WINCHESTER COLLECTION 6FT BENCH WITH BACK & ARMS, SURFACE MOUNT, MODEL: W11119C (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
	MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
	ITEM COLOR	TRASH RECEPTACLE FAUX-WOOD VERTICAL SLATS - HAZELNUT FRAME - SILVER
(B)	SPECIFICATIONS	URBANSCAPE - "FG" STYLE 32 GALLON RECEPTACLE WITH LINER AND FLAT TOP LID, SURFACE MOUNT, MODEL: W03B32S (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
	MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
	ITEM COLOR	PICNIC TABLE COPPER VEIN
(C)	SPECIFICATIONS	BREAKWATER PICNIC TABLE 6FT, SURFACE MOUNT, MODEL: BW6-6 (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
	MANUFACTURER	KEYSTONE RIDGE DESIGNS, INC. - CONTACT: CHANCE HOPPER (724.284.1213 EXT 244, WWW.KEYSTONERIDGEDESIGNS.COM)
	ITEM COLOR	PET WASTE STATION GREEN
(D)	SPECIFICATIONS	ALUMINUM DOGIPOT PET STATION, MODEL: 1003-L (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
	MANUFACTURER	DAVE BANG - CONTACT: TREVIN MACLAY (480.892.2266 EXT. 2277, WWW.DAVEBANG.COM)
	ITEM COLOR	BICYCLE RACK TEXTURED RUST
(E)	SPECIFICATIONS	BIKE RACK 293, MODEL: 292-00/S-1 EMBEDMENT MOUNT (INSTALL AS PER MANUFACTURER SPECIFICATIONS)
	MANUFACTURER	DUMOR - CONTACT: JUSTIN GALION (800.457.5444, WWW.EXERPLAY.COM)

- (1) VISIBILITY EASEMENT, ALL TREE LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE MUST BE TRIMMED TO BE ABOVE 84" AND BELOW 30"
- (2) LOCATION OF SIDEWALK, REFER TO ENGINEERING PLANS FOR MORE INFORMATION.
- (3) FIRE HYDRANT - TREES AND SHRUBS TO MAINTAIN A 5'-0" CLEARANCE
- (4) UNDERGROUND UTILITY - SEE CIVIL PLANS
- (5) OPEN SPACE SIDEWALK / FLATWORK, REFER TO DETAIL 6 / L3.02
- (6) 6" THEME WALL, REFER TO DETAIL 1 / L3.01
- (7) THEME WALL COLUMN, REFER TO DETAIL 3 / L3.05
- (8) PRIMARY ENTRY MONUMENTATION, REFER TO DETAIL 6 / L3.05
- (9) CONCRETE HEADER, REFER TO DETAIL 6 / L5.01
- (10) DECORATIVE FENCE, REFER TO DETAIL 1 / L3.05
- (11) SIDE YARD WALL END. FINAL LOCATION TO BE STAKED AND OR ADJUSTED IN THE FIELD
- (12) RAMADA, REFER TO DETAIL 1 / L3.03
- (13) APPROXIMATE LOCATION OF PLAY STRUCTURE SAFETY ZONE
- (14) REINFORCED CONCRETE TURN-DOWN, REFER TO DETAIL 10 / L3.03
- (15) 6" x 18" REINFORCED CONCRETE HEADER, REFER TO DETAIL 8 / L3.03
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- (17) DRIVEWAY LOCATION FOR REFERENCE ONLY, FINAL LOCATIONS TBD BY DEVELOPER, TYPICAL
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- (20) DRYWELL, REFER TO ENGINEERING PLANS FOR MORE INFORMATION
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- (22) PARTIAL VIEW WALL, REFER TO DETAIL 4 / L3.01
- (23) PLAYGROUND, REFER TO DETAIL 1 / L3.04
- (24) MAILBOX CLUSTER, TYPE B, REFER TO DETAIL 4 / L3.02
- (25) RETAINING WALL, SEE CIVIL PLANS
- (26) MAILBOX CLUSTER, TYPE A, REFER TO DETAIL 4 / L3.02

	ALL SIDEWALKS NATURAL GRAY CONCRETE w/ HEAVY BROOM FINISH. REFER TO ENGINEERING PLANS
	PLAY SURFACING, COLOR: TBD, AVAILABLE FROM ROBERTSON RECREATIONAL SURFACES (www.toturf.com , 800.858.0519). INSTALL PER MFR'S SPEC'S. REFER TO DETAIL 6 / L3.02
	LANDSCAPE SIDEWALKS, NATURAL GRAY CONCRETE w/ HEAVY BROOM FINISH. REFER TO DETAIL 6 / L3.02
	DAVIS COLORED CONCRETE 'MOCHA' w/ 3/8" - 1/2" EXPOSED AGGREGATE FINISH (DAVIS COLORS - 1.800.356.4848). APPLY GRACE TOP CAST GRADE 100 SURFACE RETARDANT AT MFR. RECOMMENDED RATE (www.gcpat.com , 877.4AD.MIX!). REFER TO DETAIL 6 / L3.02
	ENGINEERED WOOD FIBER (EWIF), 12" DEPTH, AVAILABLE FROM ROBERTSON RECREATIONAL SURFACES (www.toturf.com , 800.858.0519). INSTALL PER MFR. SPEC'S



PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

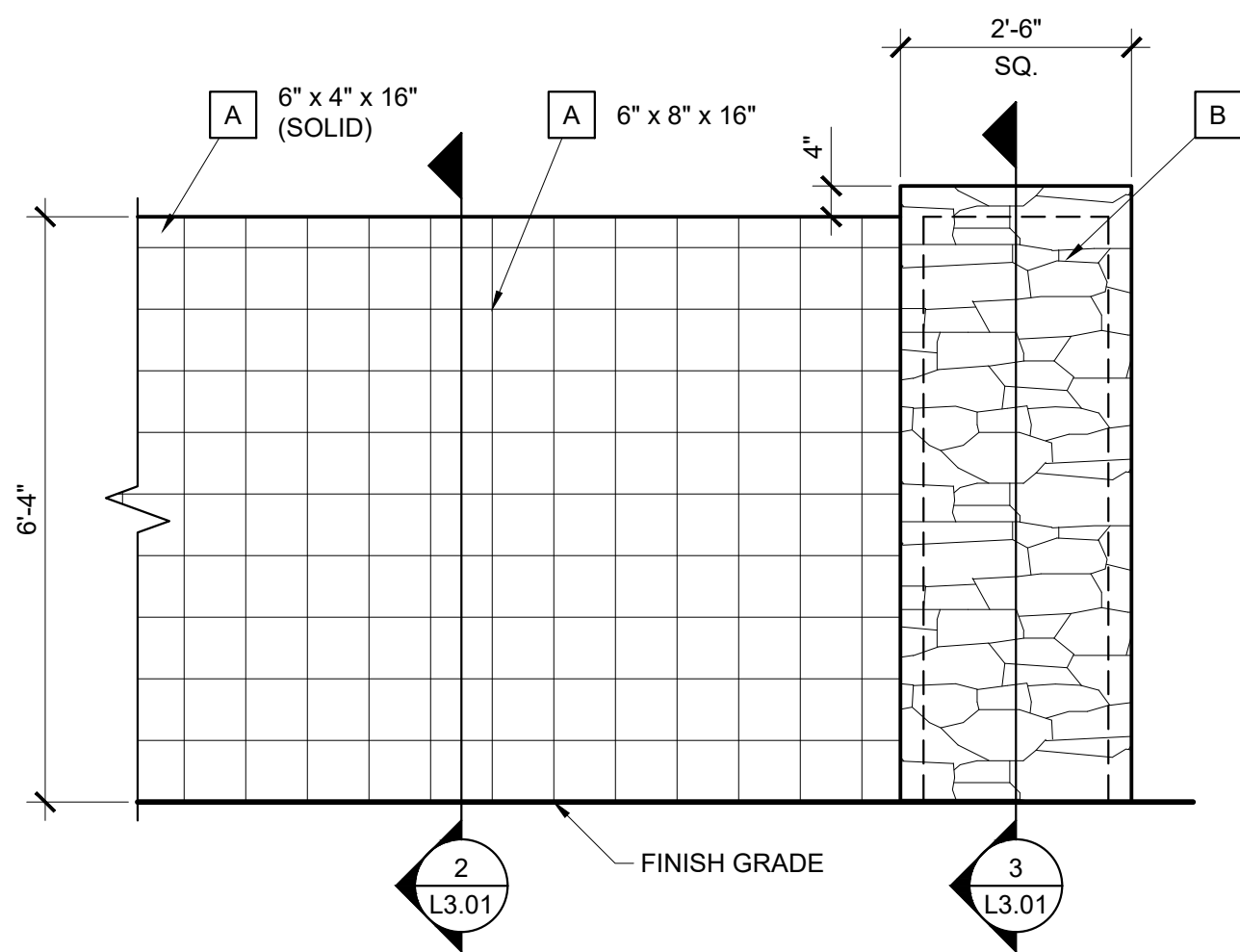
SURPRISE, AZ

VISIONS

HARDSCAPE PLAN

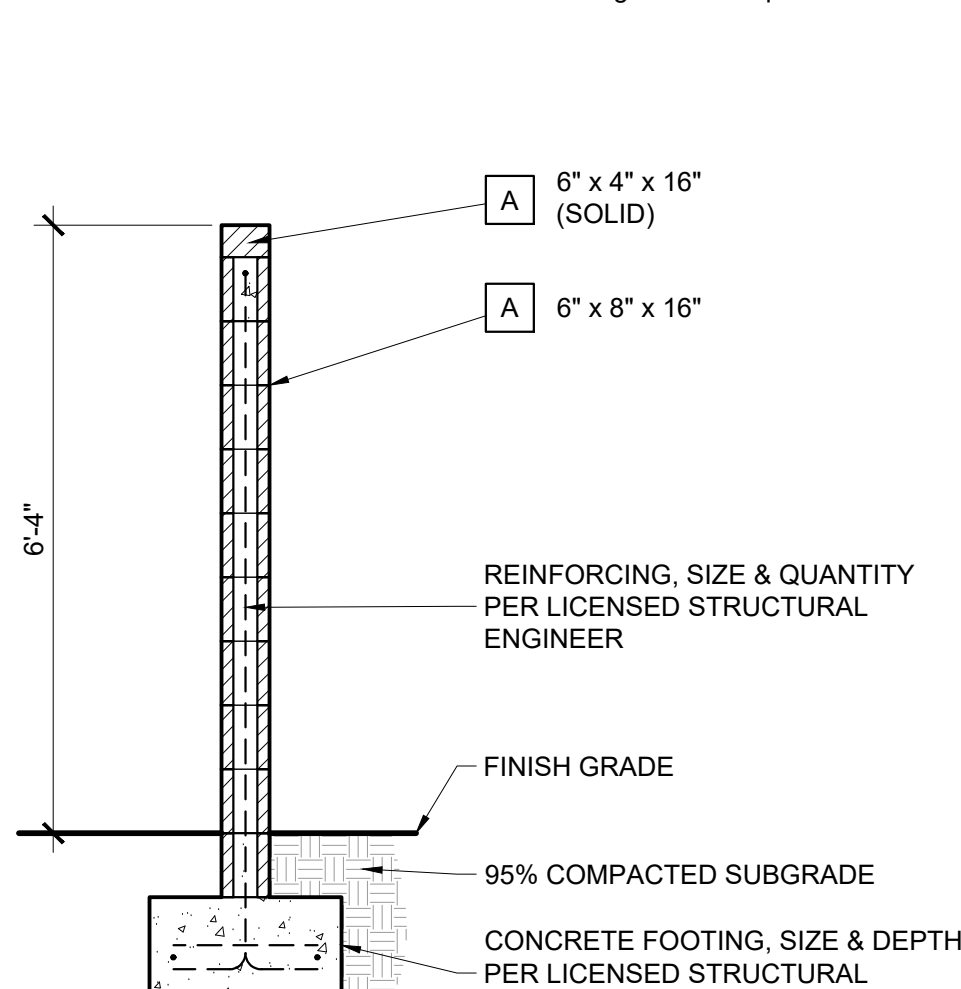
L2.04

SHEET 08 OF 25



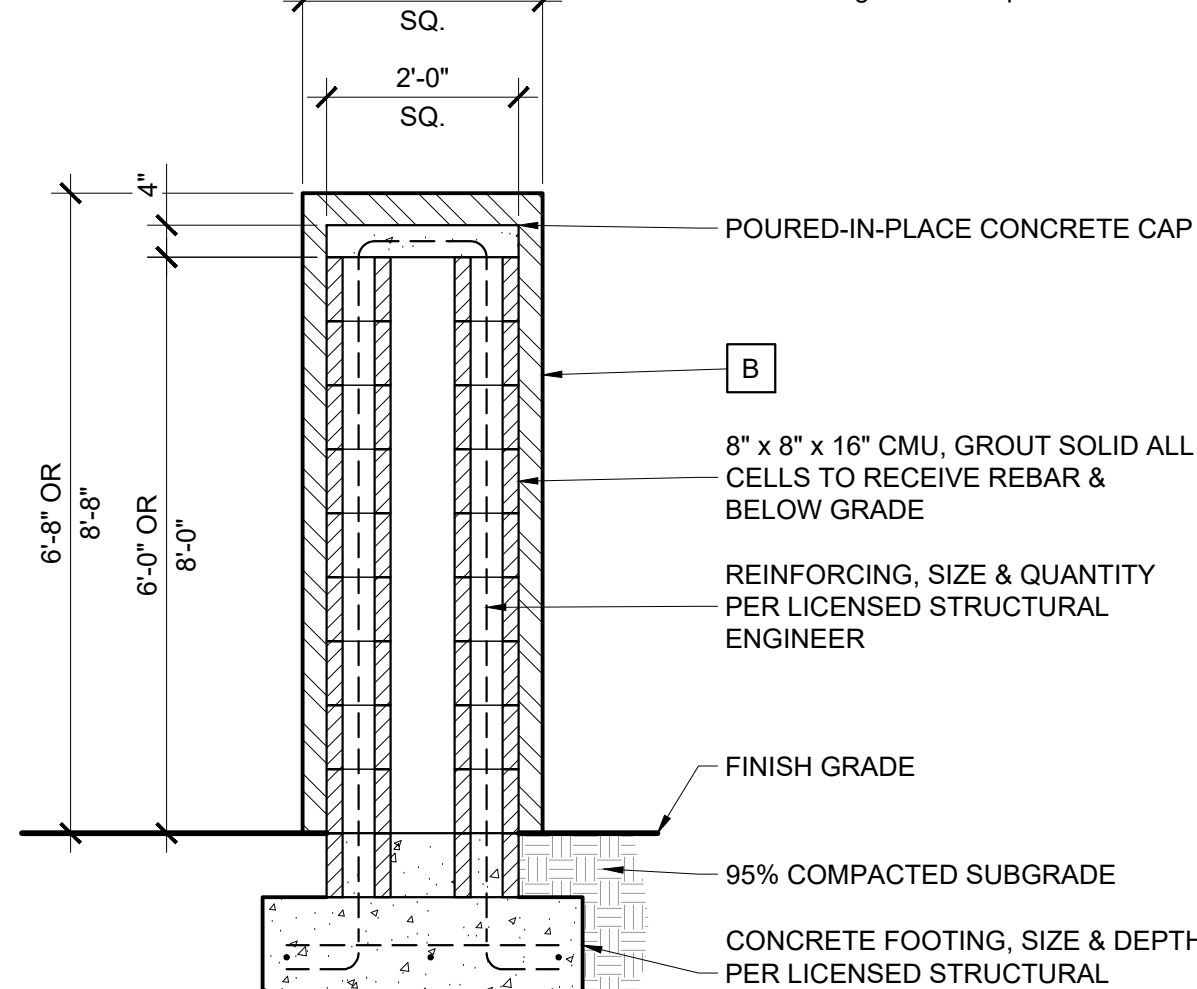
1 THEME WALL / COLUMN ELEVATION

SCALE: 1/2" = 1'-0"



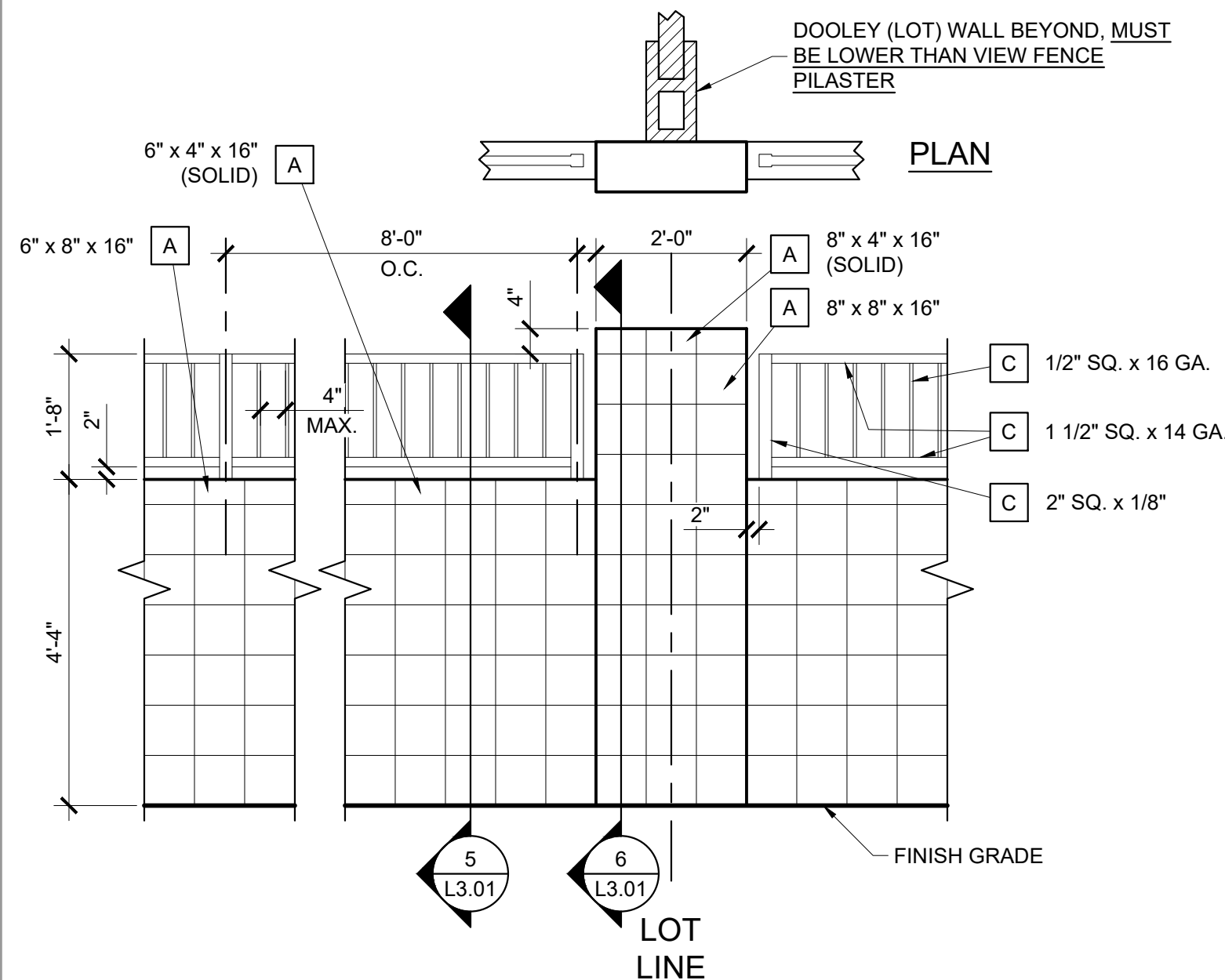
2 THEME WALL SECTION

SCALE: 1/2" = 1'-0"



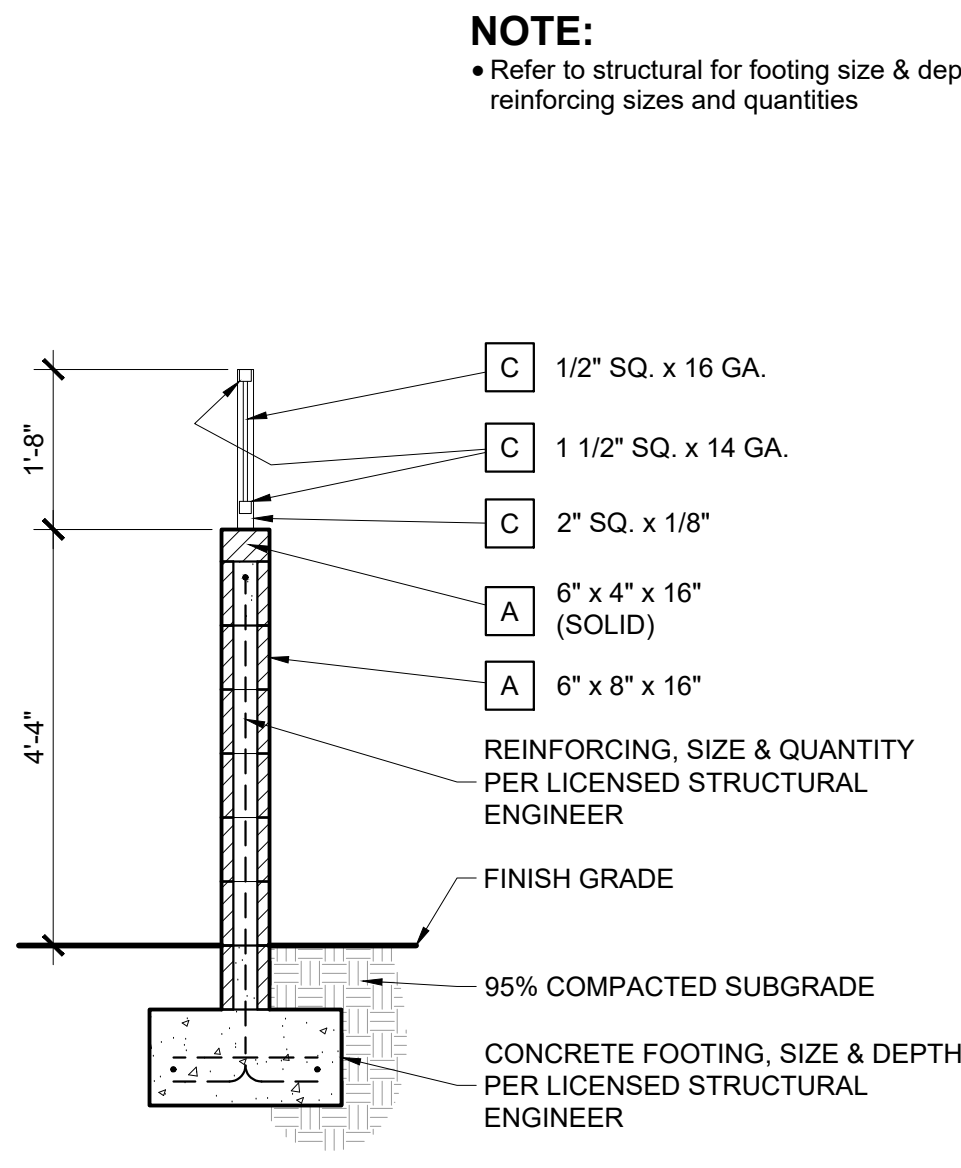
3 THEME WALL COLUMN SECTION

SCALE: 1/2" = 1'-0"



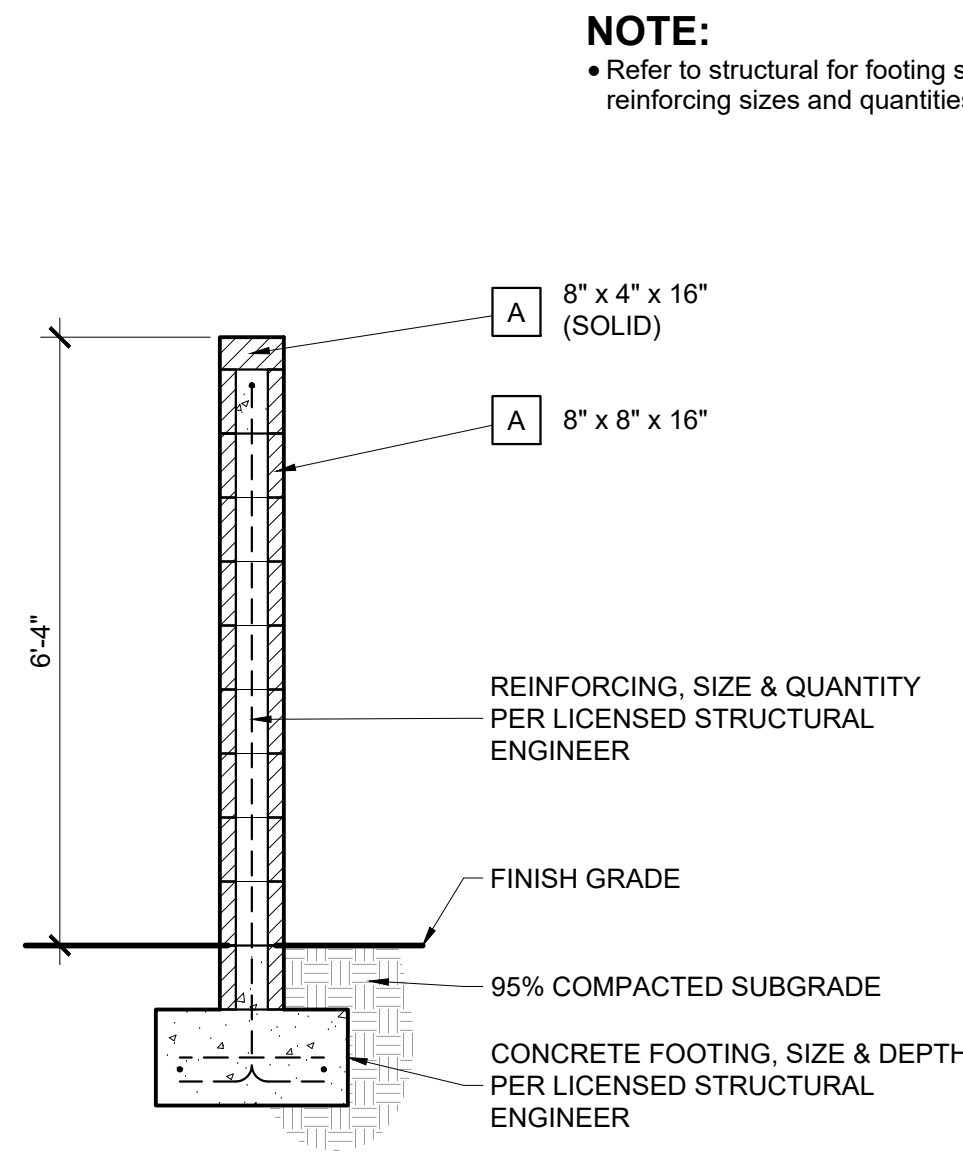
4 PARTIAL VIEW WALL / PILASTER ELEVATION

SCALE: 1/2" = 1'-0"



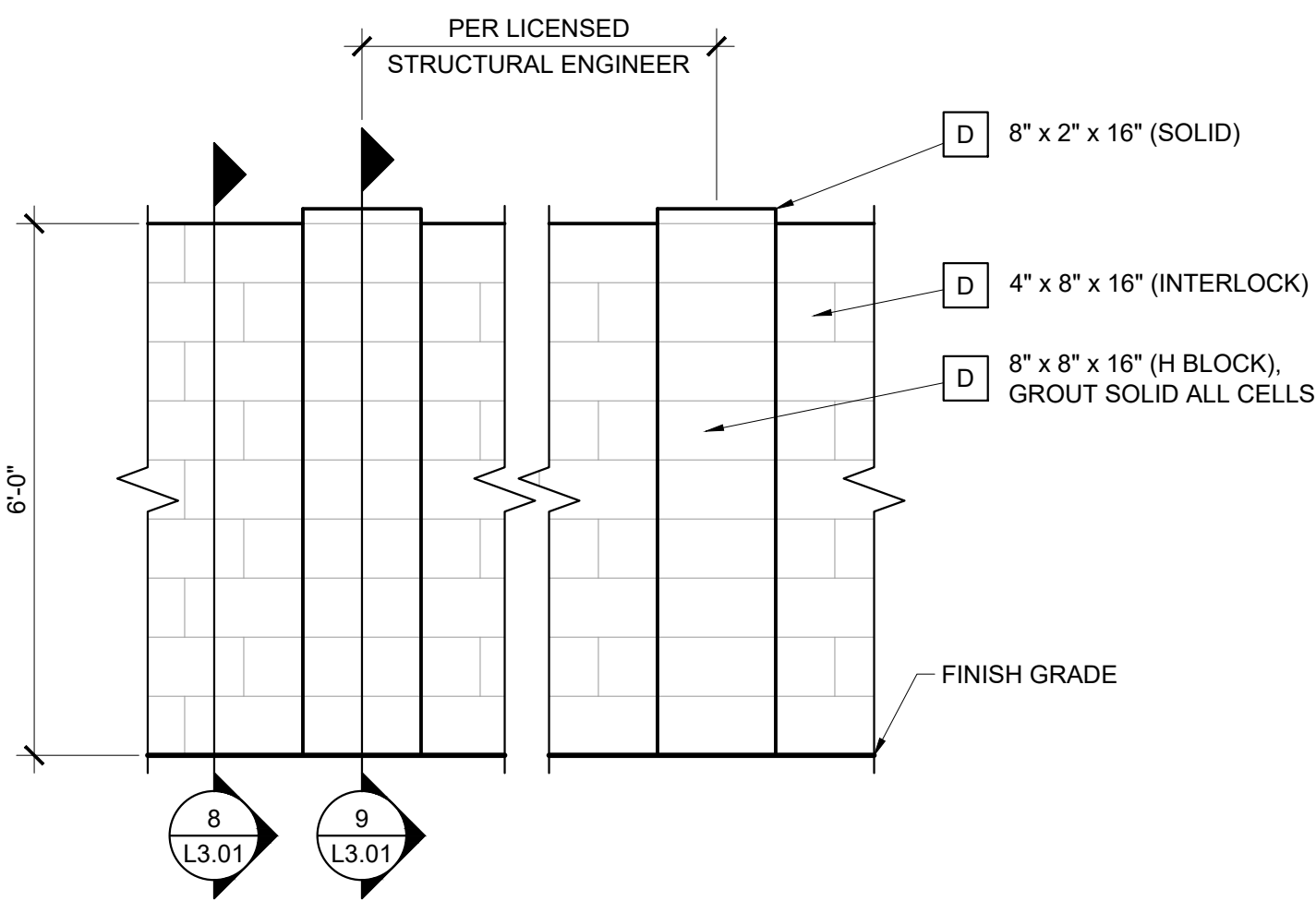
5 PARTIAL VIEW WALL SECTION

SCALE: 1/2" = 1'-0"



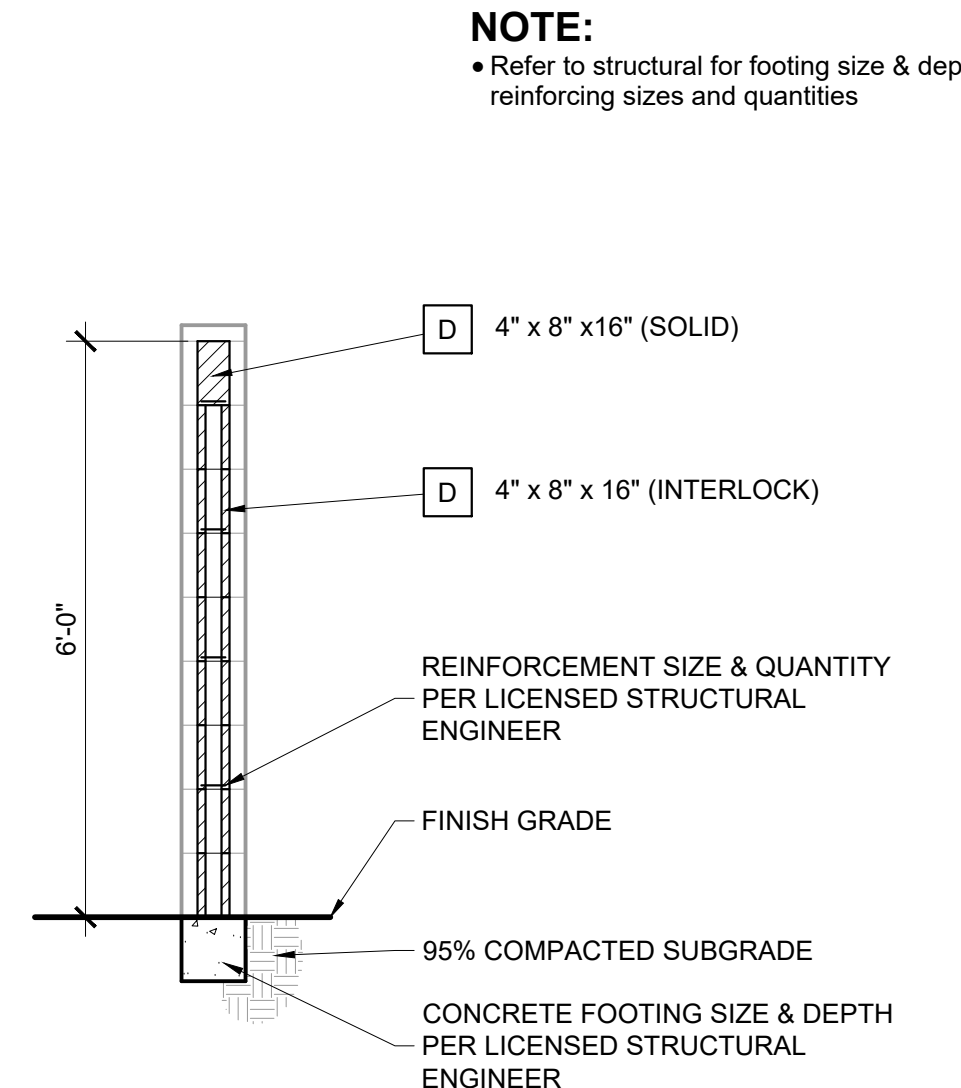
6 PARTIAL VIEW WALL PILASTER SECTION

SCALE: 1/2" = 1'-0"



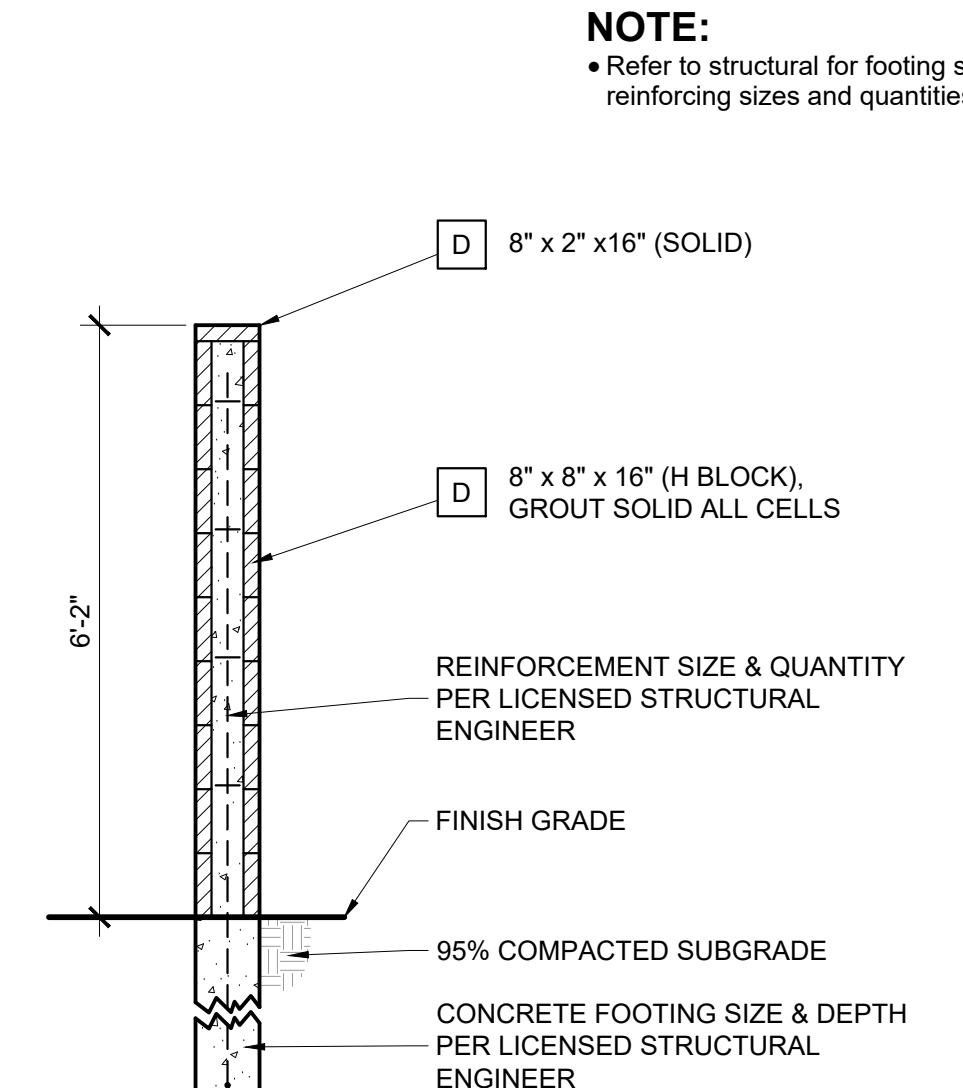
7 DOOLEY WALL ELEVATION

SCALE: 1/2" = 1'-0"



8 DOOLEY WALL SECTION

SCALE: 1/2" = 1'-0"

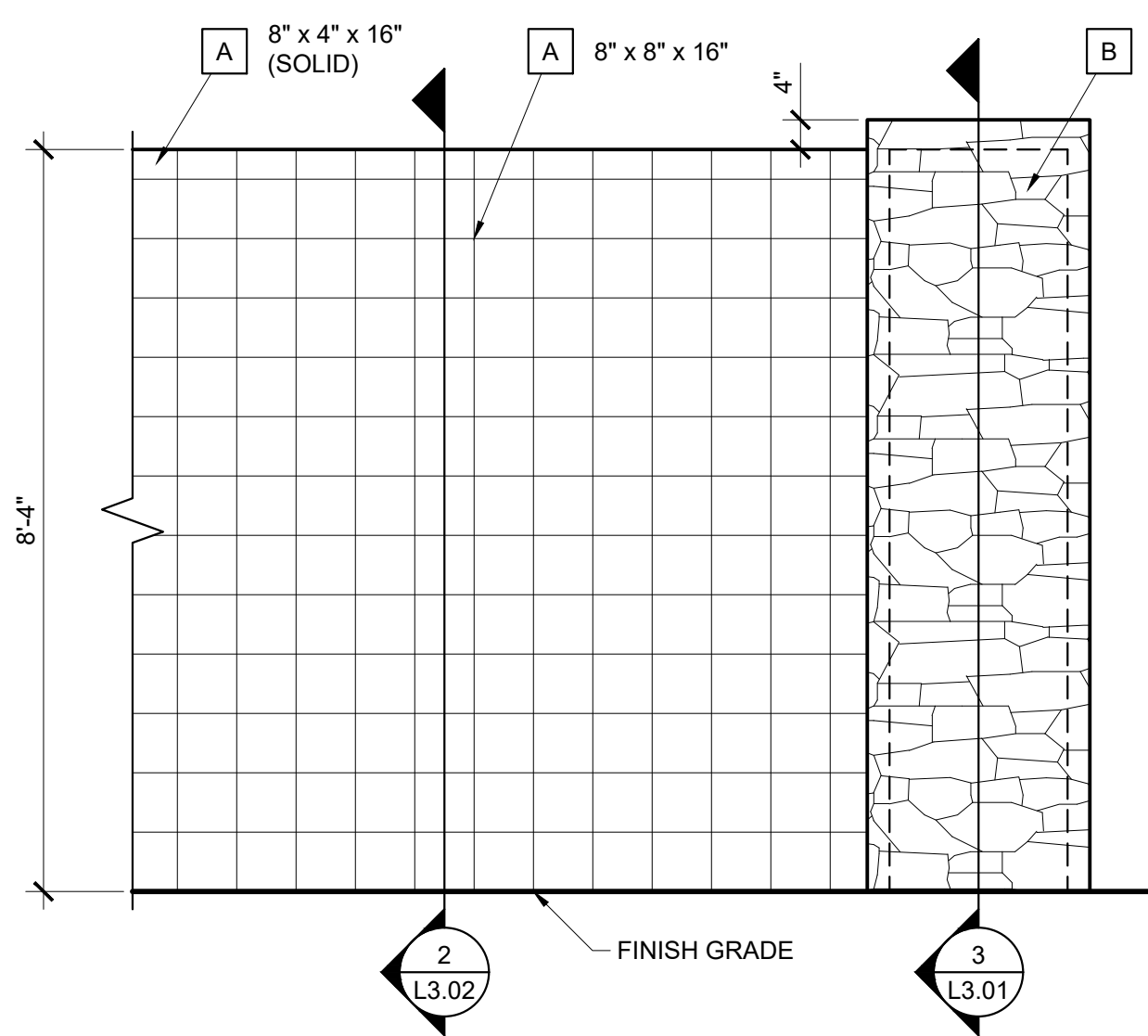


9 DOOLEY WALL PILASTER SECTION

SCALE: 1/2" = 1'-0"

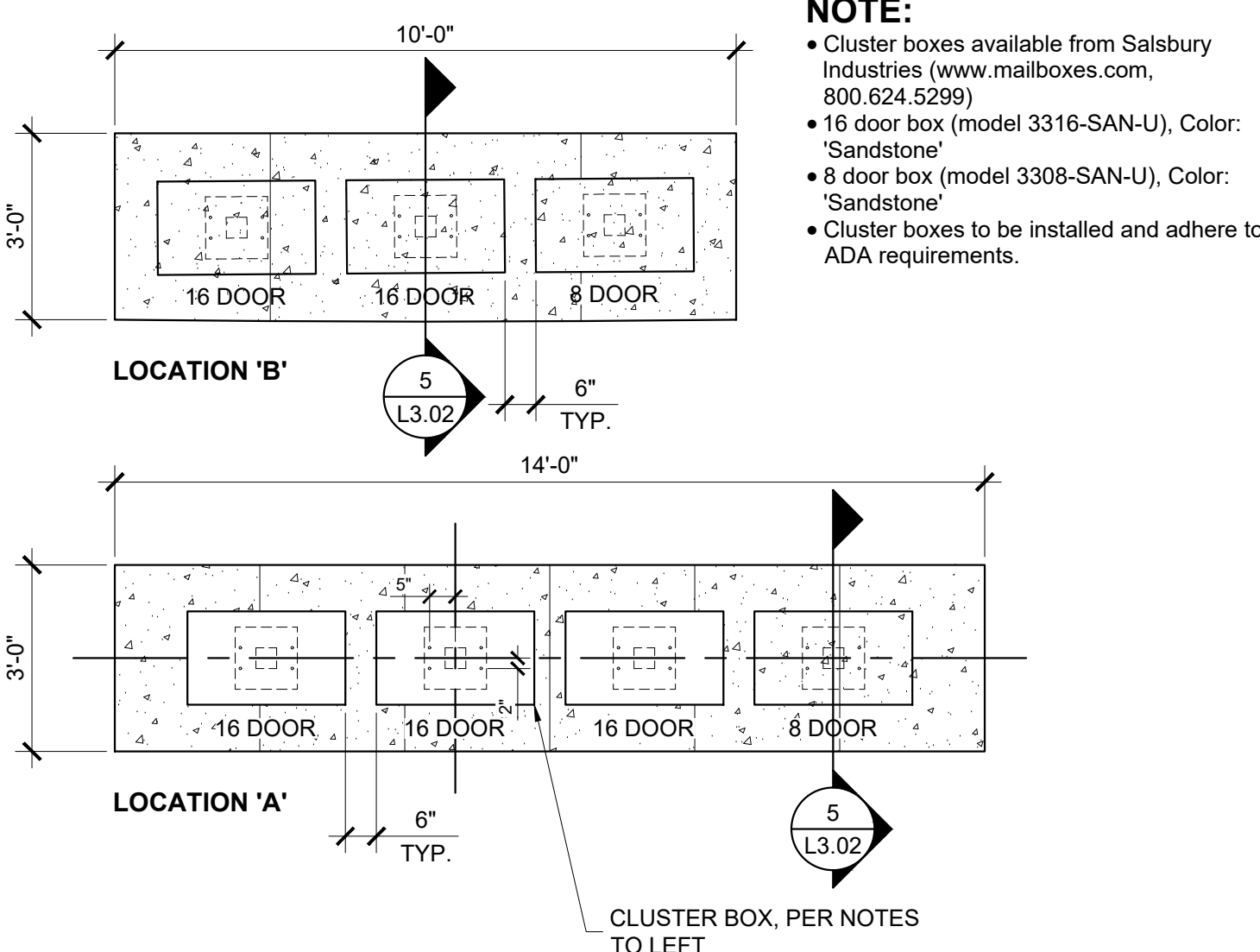
HARDSCAPE SCHEDULE

ITEM	COLOR	FINISH	SPECIFICATIONS	MANUFACTURER
A	TBD	LOW SHEEN PAINT	ALL BLOCK SIZES PER PLANS & DETAILS. JOINTS SHALL BE CONCAVE. BLOCK SHALL BE PRIMED w/ SMOOTH BLOCKFIL PREMIUM (or equal) & PAINTED PER PAINT MFR. SPEC'S.	SUPERLITE BLOCK (www.superliteblock.com, 800.366.7877)
B	STONE VENEER	TBD	N/A	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
C	TUBULAR STEEL	TBD	FLAT PAINT	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
D	FENCE BLOCK	STANDARD GRAY	N/A	SUPERLITE BLOCK (www.superliteblock.com, 800.366.7877)
E	SPLIT FACE BLOCK	TBD	LOW SHEEN PAINT	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
F	SMOOTH FACE BLOCK	TBD	LOW SHEEN PAINT	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
G	I BEAM	FLAT PAINT	12" x 0.35" WEB (DEPTH x THICKNESS) w/ 5" x .544" FLANGE (WIDTH x THICKNESS). LENGTH PER PLANS & DETAILS. ALL WELDS & SHARP CORNERS / EDGES SHALL BE GROUND SMOOTH. ALL STEEL SHALL BE PRIMED & PAINTED PER PAINT MFR. SPEC'S.	LOCAL SUPPLIER FOR STEEL
H	STEEL SIGN PANEL	BRUSHED ALUMINUM LETTERING. FLAT PAINT (STEEL)	2" SQ. x 1/8" TUBULAR STEEL FRAME w/ 1/8" SHEET STEEL BACKING - OVERALL DIMENSIONS PER DETAILS. 2" DEEP CAST LETTERING PIN MOUNTED TO STEEL PANEL. HEIGHT OF LETTERING PER DETAILS. FONT: "HIGH TOWER TEXT" w/ SINGLE SPACE BETWEEN LETTERS.	LOCAL SUPPLIER
I	PRECAST CONCRETE CAP	TBD	SMOOTH	LOCAL SUPPLIER
J	PRE-FABRICATED RAMADA ROOF	DARK BRONZE	FASCIA: RAL 8028 POSTS: RAL 8025 POWDER COAT	CLASSIC RECREATION (www.shadesun.com, 800.697.2195)



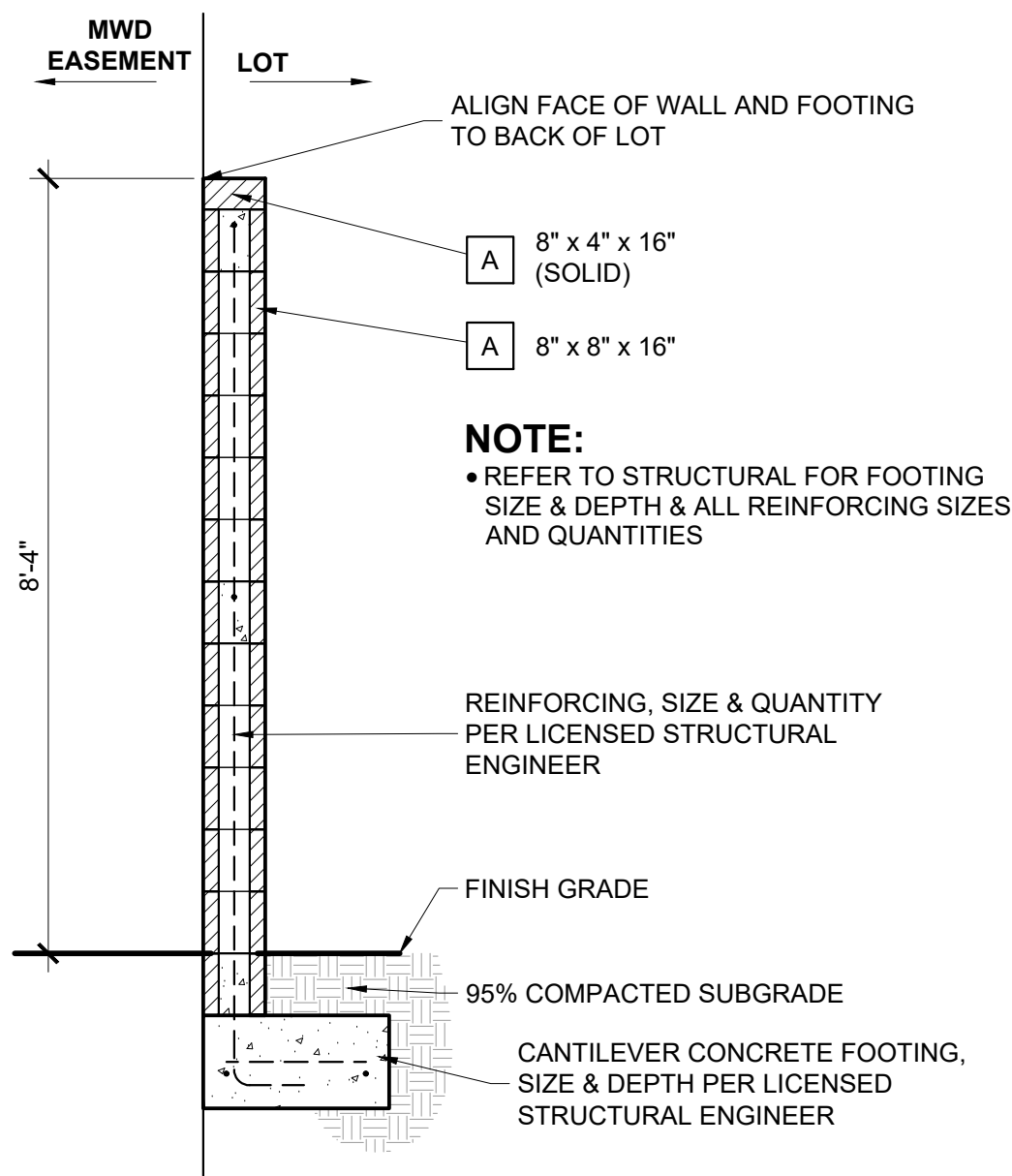
1 8'-0" THEME WALL / COLUMN ELEVATION

SCALE: 1/2" = 1'-0"



4 MAIL CLUSTER BOX PLAN

SCALE: 3/8" = 1'-0"

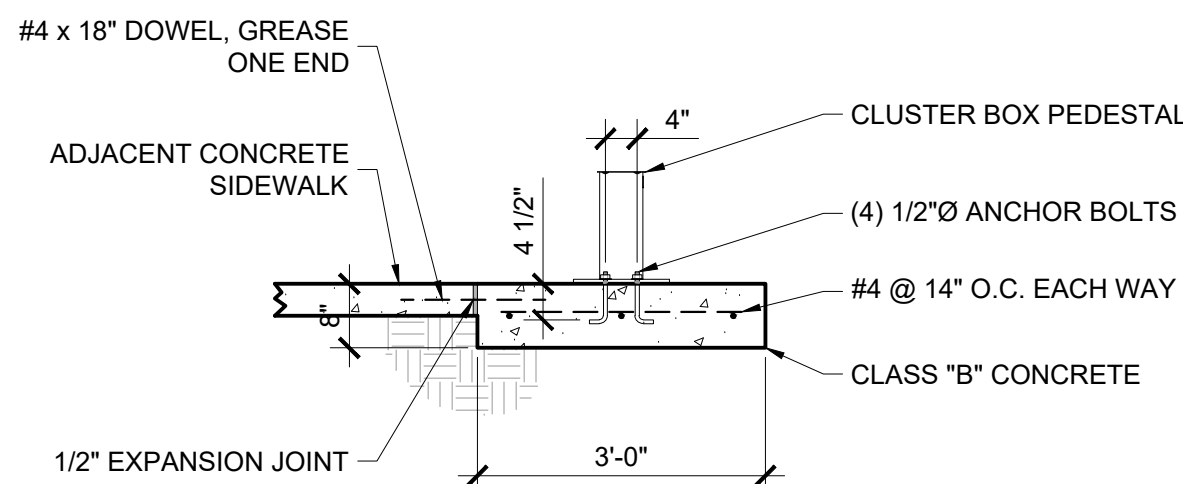


2 8'-0 THEME WALL SECTION

SCALE: 1/2" = 1'-0"

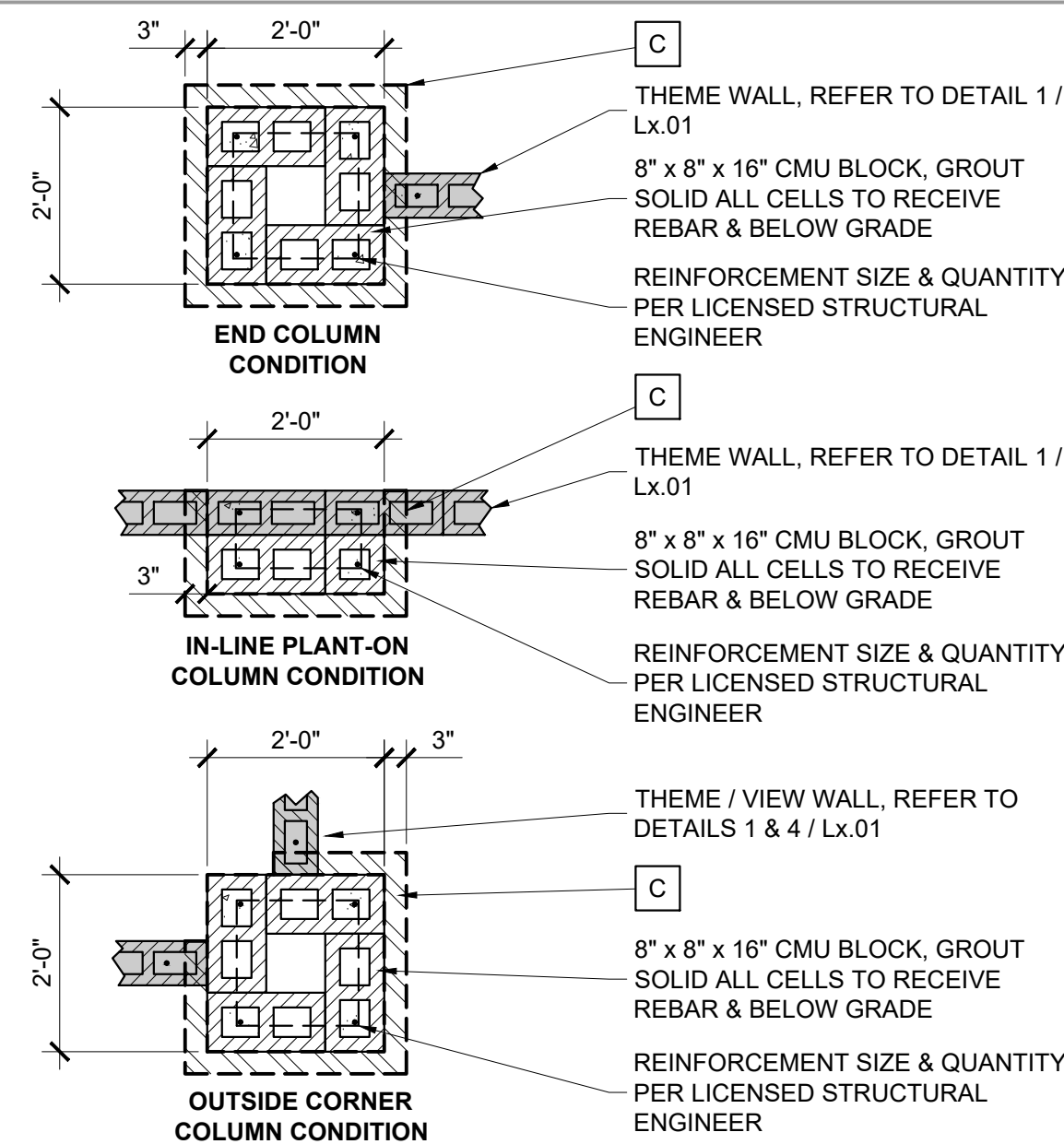
NOTE:

- Refer to plan view, detail 4 / L3.02 for cluster box mfr. / model / color



5 MAIL CLUSTER BOX SECTION

SCALE: 1/2" = 1'-0"

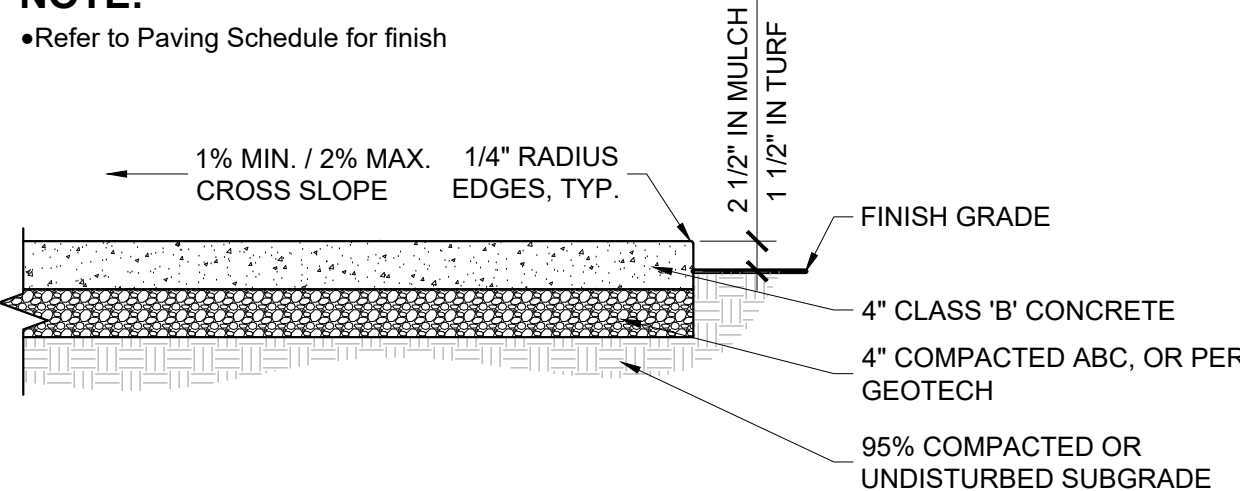


3 COLUMN CONDITIONS

SCALE: 1/2" = 1'-0"

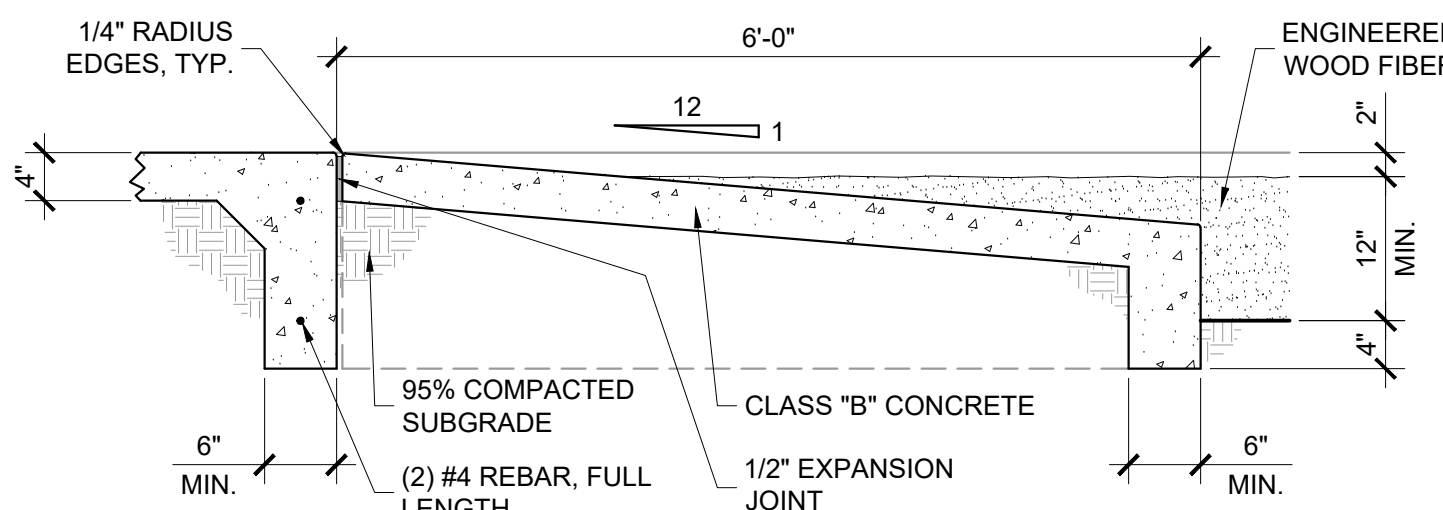
NOTE:

- Refer to Paving Schedule for finish



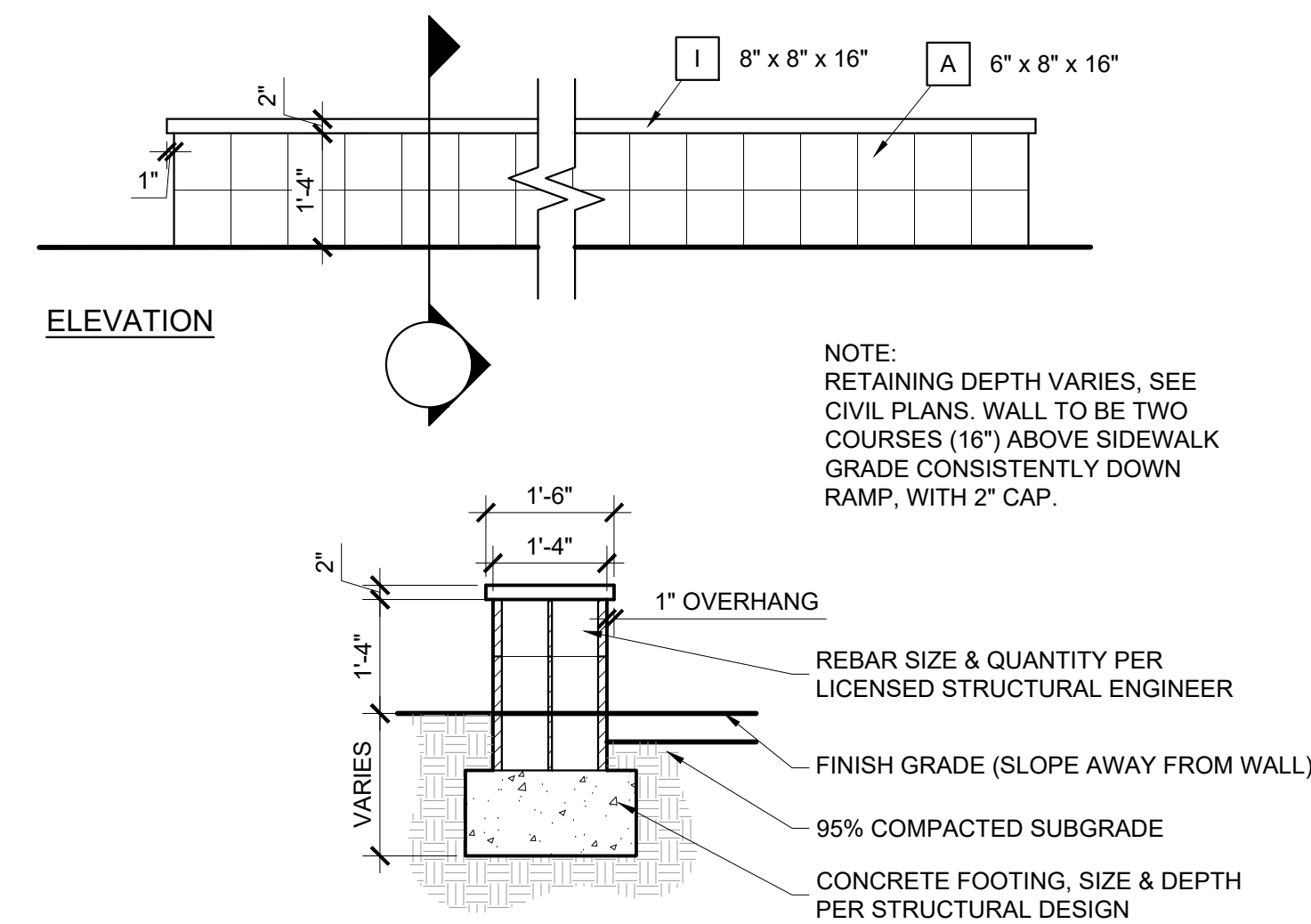
6 CONCRETE SLAB / WALK

SCALE: 3/4" = 1'-0"



7 ACCESSIBLE RAMP @ PLAY AREA

SCALE: 3/4" = 1'-0"



9 CHEEK WALL

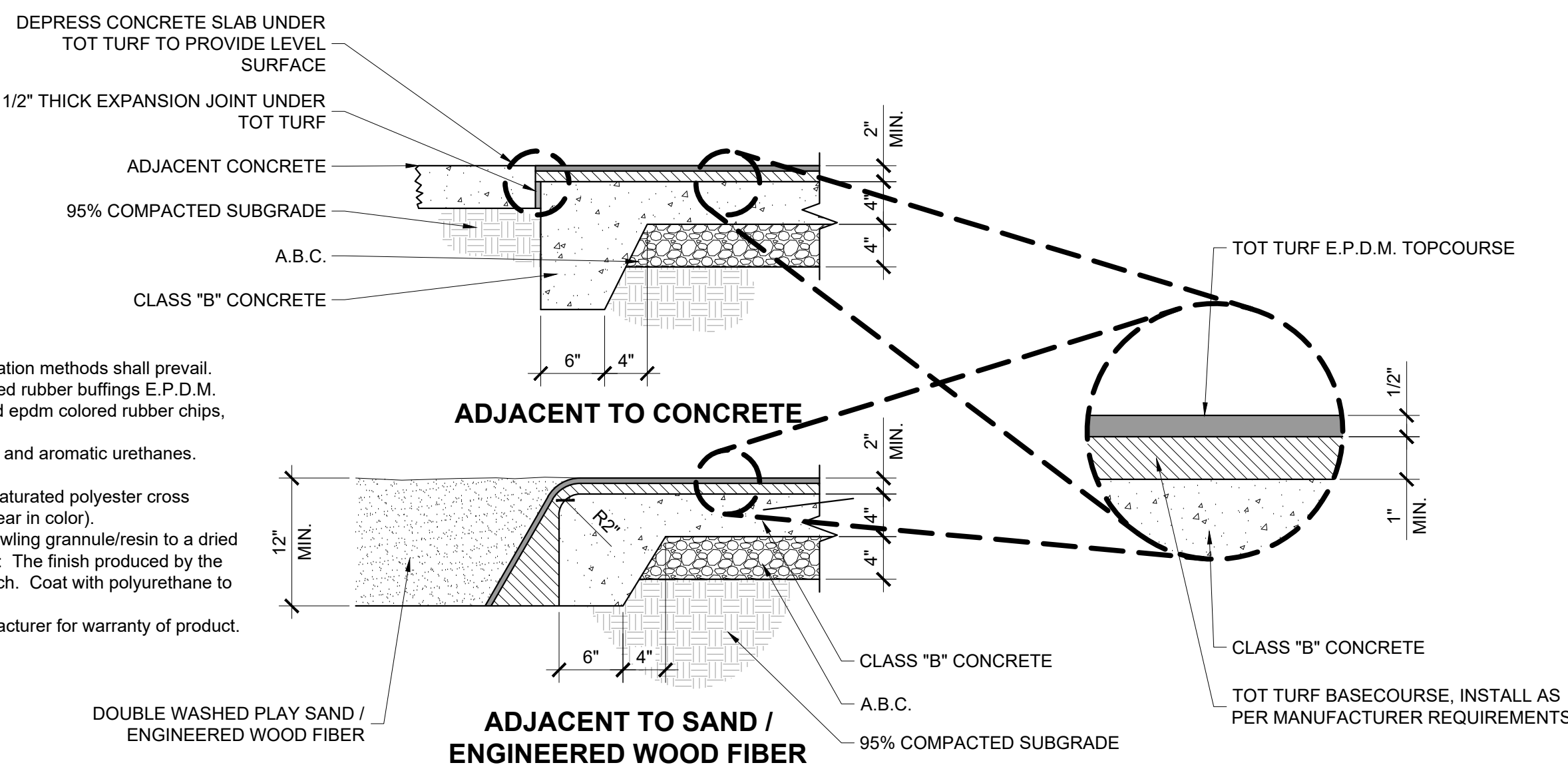
SCALE: 1/2" = 1'-0"

HARDSCAPE SCHEDULE

ITEM	COLOR	FINISH	SPECIFICATIONS	MANUFACTURER
A	TBD	LOW SHEEN PAINT	ALL BLOCK SIZES PER PLANS & DETAILS. JOINTS SHALL BE CONCAVE. BLOCK SHALL BE PRIMED w/ SMOOTH BLOCKFIL PREMIUM (or equal) & PAINTED PER PAINT MFR. SPEC'S.	SUPERLITE BLOCK (www.superliteblock.com, 800.366.7877)
B	STONE VENEER	TBD	N/A	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
C	TUBULAR STEEL	TBD	ALL SIZES PER PLANS & DETAILS. ALL TUBULAR STEEL ENDS SHALL BE CAPPED. ALL WELDS & SHARP CORNERS / EDGES SHALL BE GROUND SMOOTH. ALL STEEL SHALL BE PRIMED & PAINTED PER PAINT MFR. SPEC'S.	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
D	FENCE BLOCK	STANDARD GRAY	N/A	SUPERLITE BLOCK (www.superliteblock.com, 800.366.7877)
E	SPLIT FACE BLOCK	TBD	LOW SHEEN PAINT	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
F	SMOOTH FACE BLOCK	TBD	LOW SHEEN PAINT	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
G	I BEAM	FLAT PAINT	12" x 0.35" WEB (DEPTH x THICKNESS) w/ 5" x .544" FLANGE (WIDTH x THICKNESS). LENGTH PER PLANS & DETAILS. ALL WELDS & SHARP CORNERS / EDGES SHALL BE GROUND SMOOTH. ALL STEEL SHALL BE PRIMED & PAINTED PER PAINT MFR. SPEC'S.	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
H	STEEL SIGN PANEL	TBD	BRUSHED ALUMINUM LETTERING. FLAT PAINT (STEEL) 2" SQ. x 1/8" TUBULAR STEEL FRAME w/ 1/8" SHEET STEEL BACKING - OVERALL DIMENSIONS PER DETAILS. 2" DEEP CAST LETTERING PIN MOUNTED TO STEEL PANEL. HEIGHT OF LETTERING PER DETAILS. FONT: "HIGH TOWER TEXT" w/ SINGLE SPACE BETWEEN LETTERS.	LOCAL SUPPLIER FOR STEEL
I	PRECAST CONCRETE CAP	TBD	SMOOTH	LOCAL SUPPLIER
J	PRE-FABRICATED RAMADA ROOF	DARK BRONZE FASCIA	RAMADA SIZE PER PLANS & DETAILS. MFR. SHALL PROVIDE ALL STRUCTURAL. INSTALL PER MFR. SPEC'S.	CLASSIC RECREATION (www.shadesun.com, 800.697.2195)

8 POURED-IN-PLACE RUBBERIZED SURFACING (TOT TURF)

SCALE: 1" = 1'-0"



EXPIRES 12/31/25



PARADISI - PARCEL C
LANDSCAPE IMPROVEMENT PLANS
SURPRISE, AZ

PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN : TEAM
REVIEWED : SB

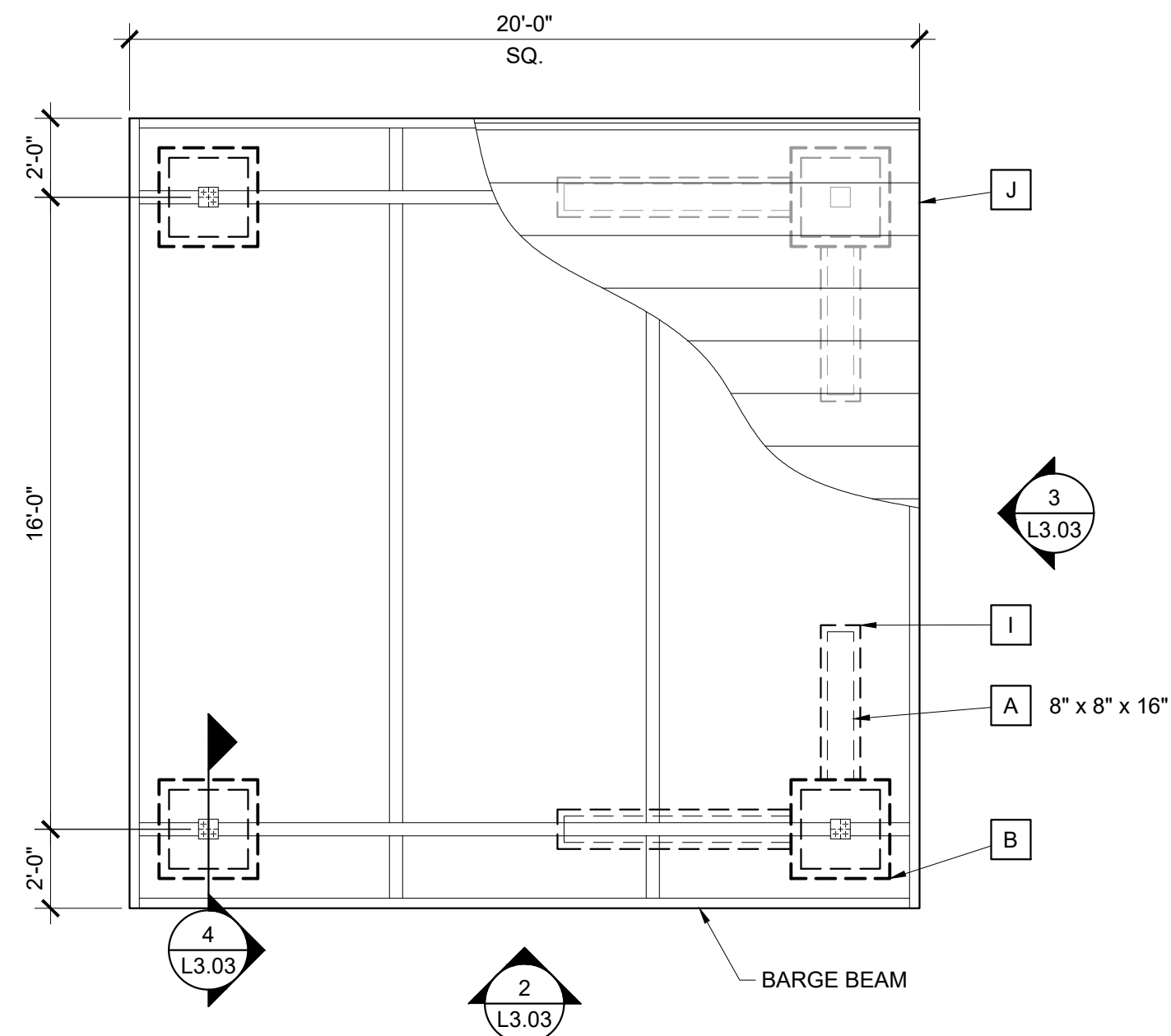
REVISIONS

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HARDSCAPE
DETAILS

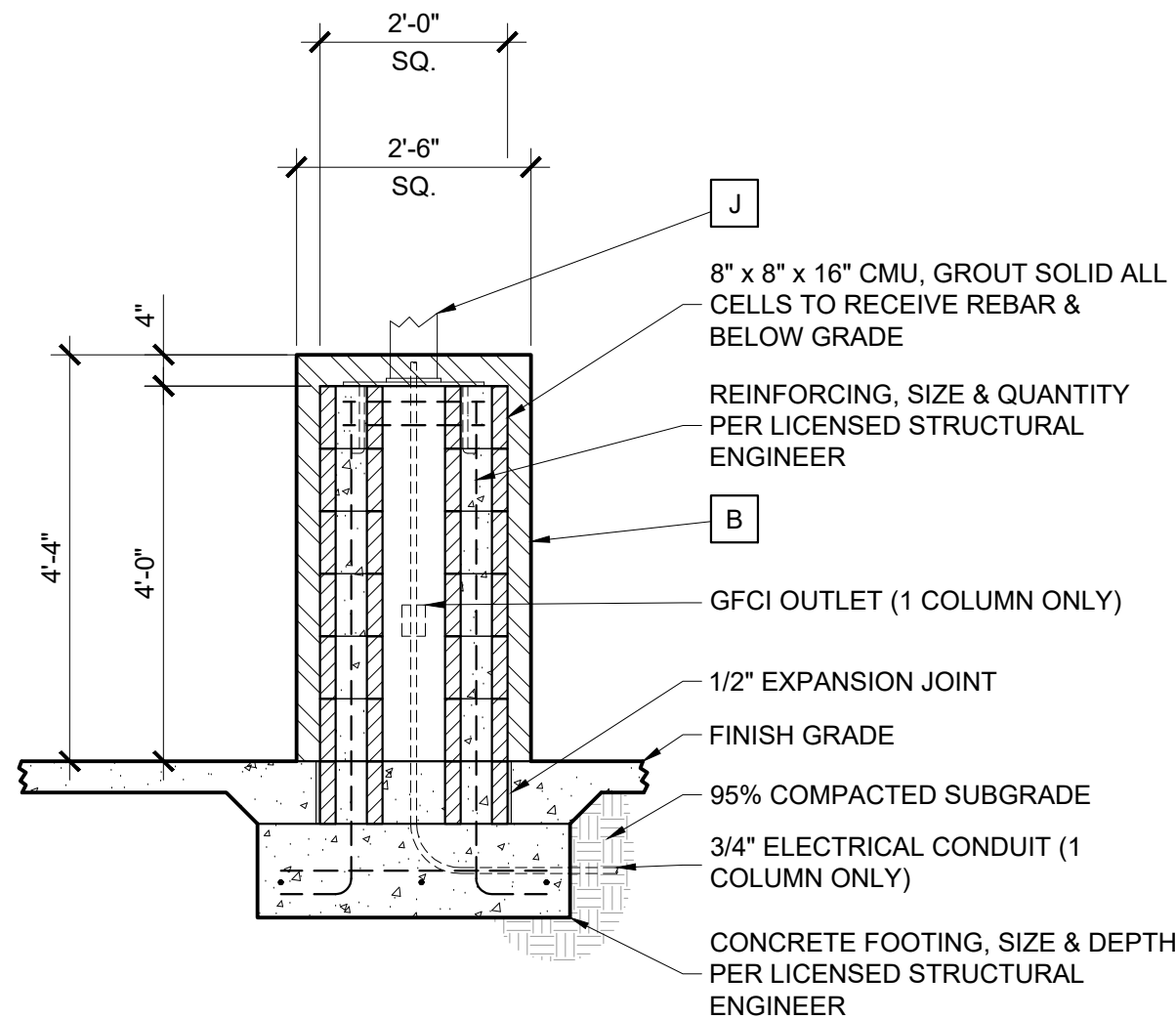
L3.02

SHEET 10 OF 25



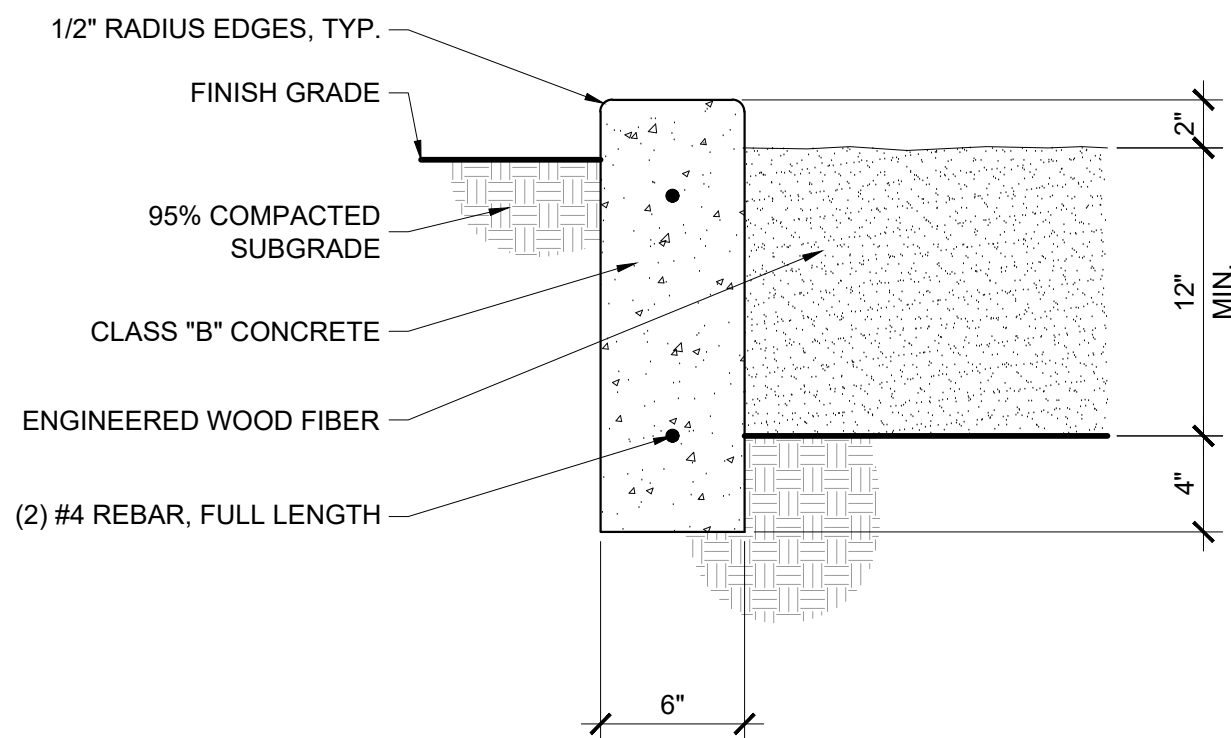
1 RAMADA PLAN
SCALE: 1/4" = 1'-0"

NOTE:
• Refer to structural for footing size & depth & all reinforcing sizes and quantities

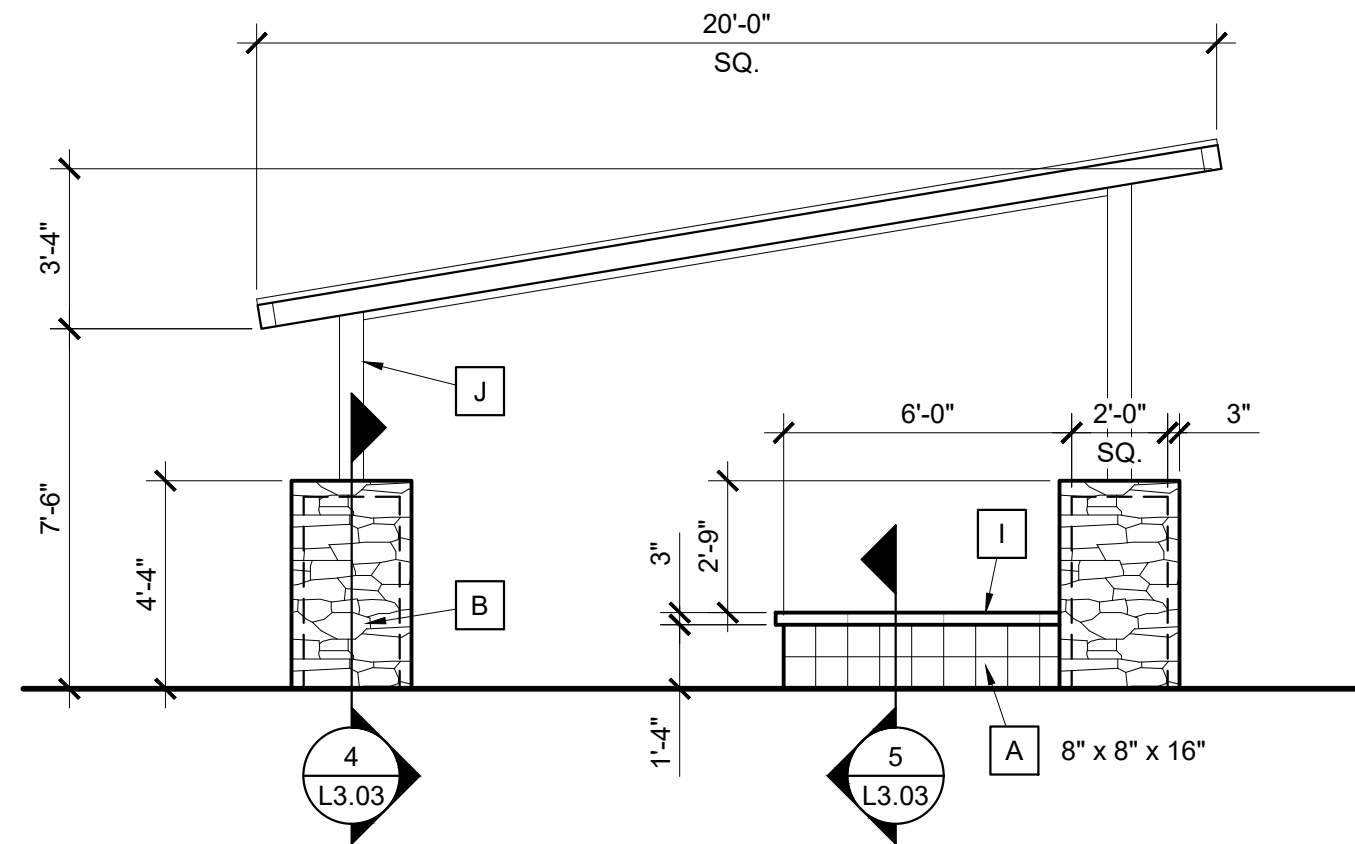


4 RAMADA COLUMN SECTION
SCALE: 1/2" = 1'-0"

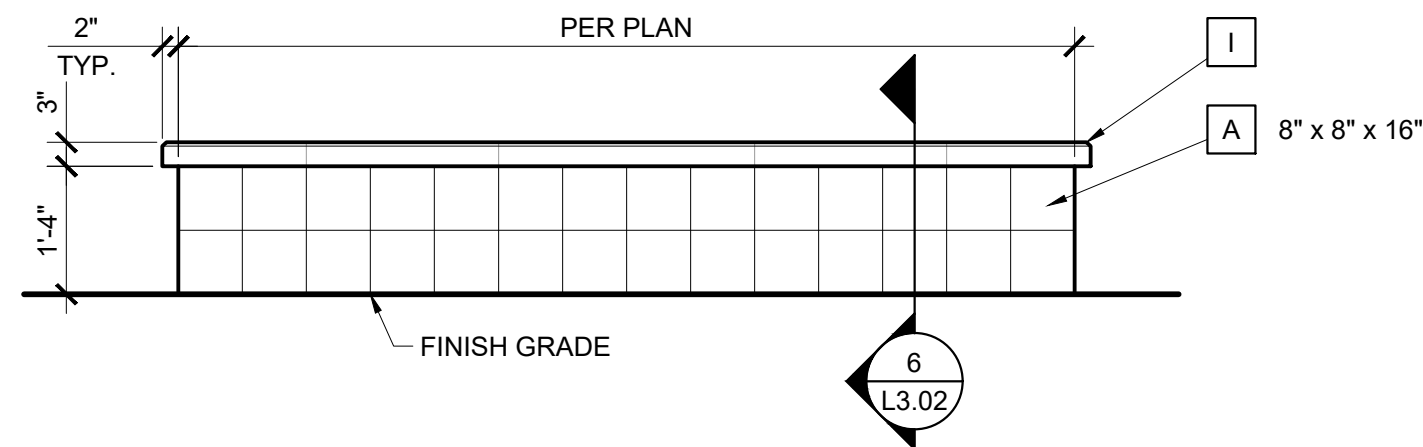
NOTE:
• Primary control joints occur @ 8'-0" O.C.
• Expansion joints to occur @ a max. spacing of 100'-0" O.C. and between all adjacent concrete surfaces.



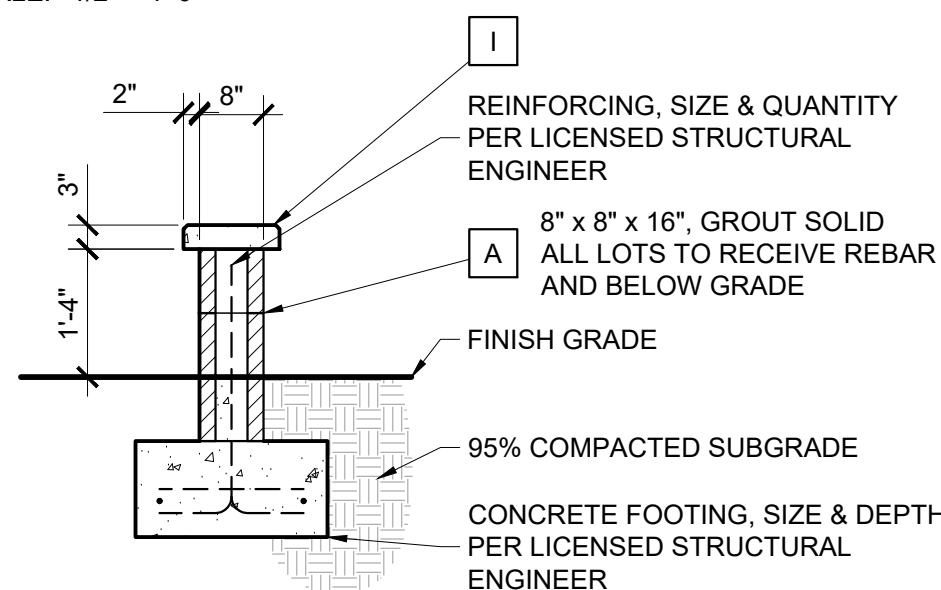
8 6" x 18" CONCRETE HEADER
SCALE: 1 1/2" = 1'-0"



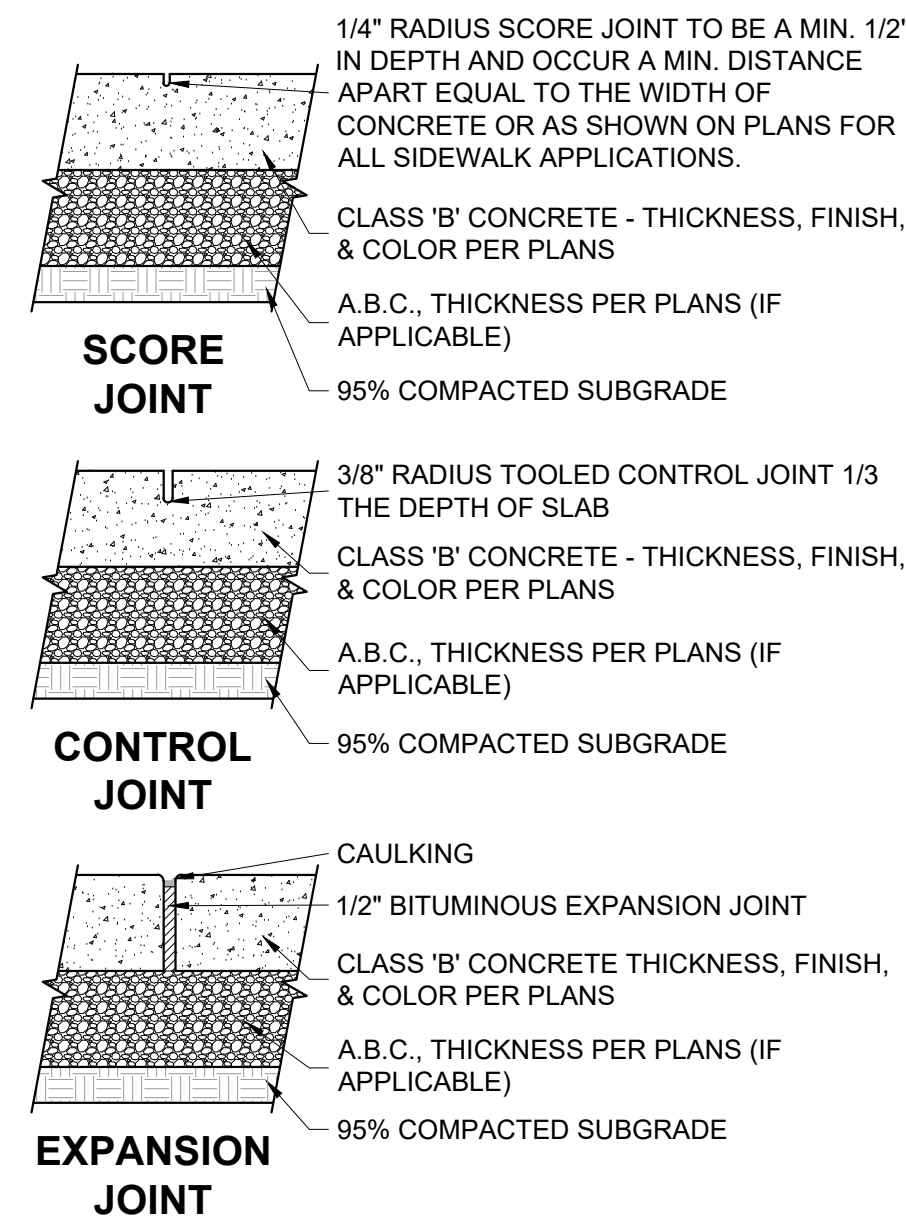
2 RAMADA SIDE ELEVATION
SCALE: 1/4" = 1'-0"



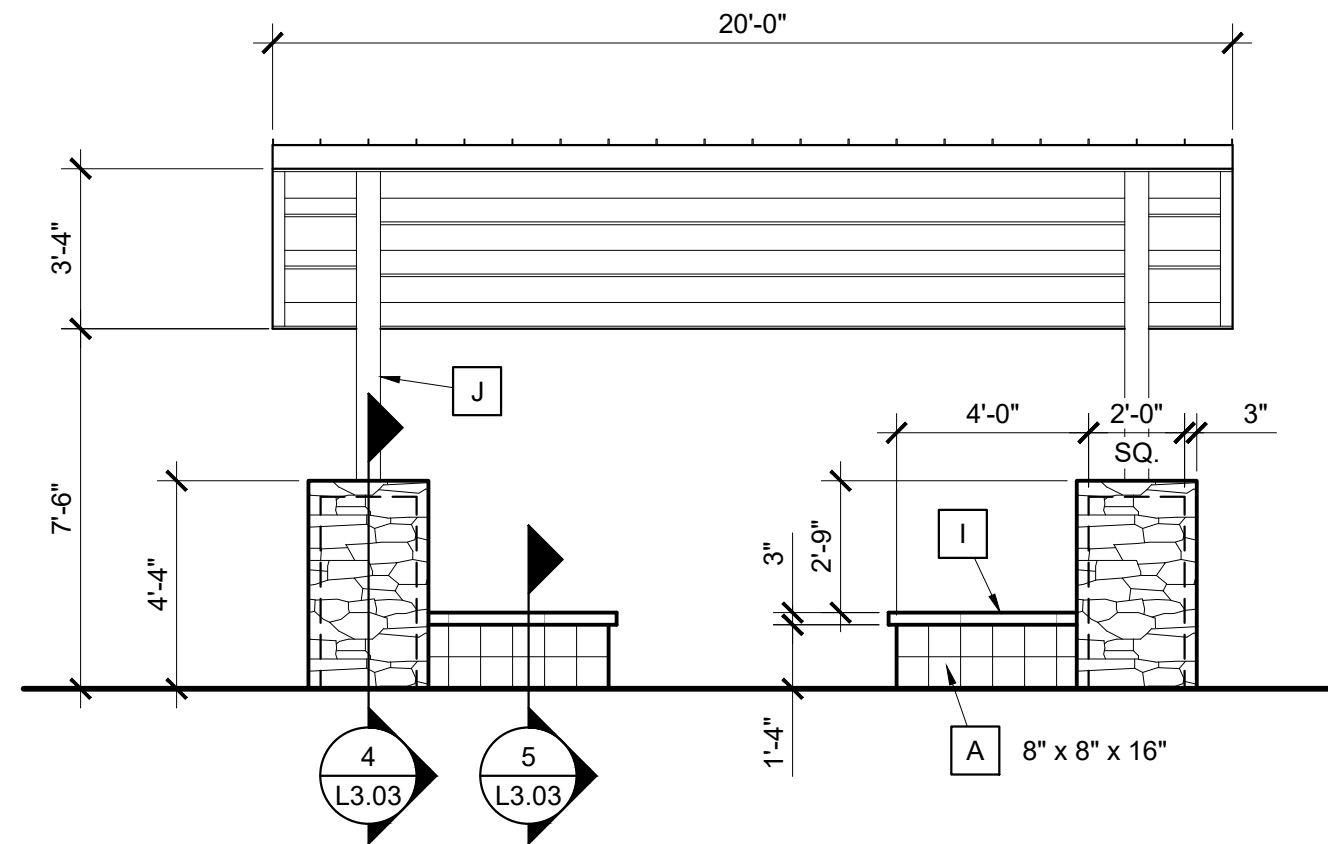
5 SEAT WALL ELEVATION
SCALE: 1/2" = 1'-0"



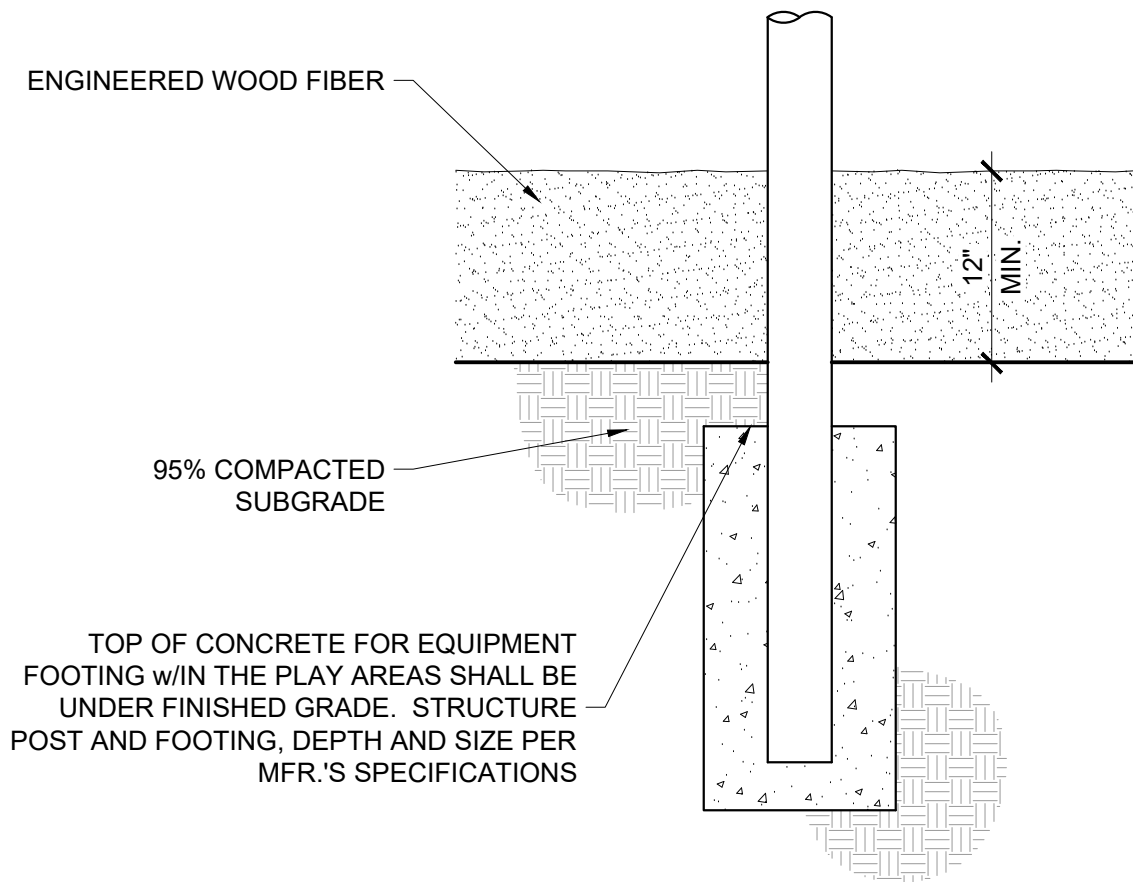
6 SEAT WALL SECTION
SCALE: 1/2" = 1'-0"



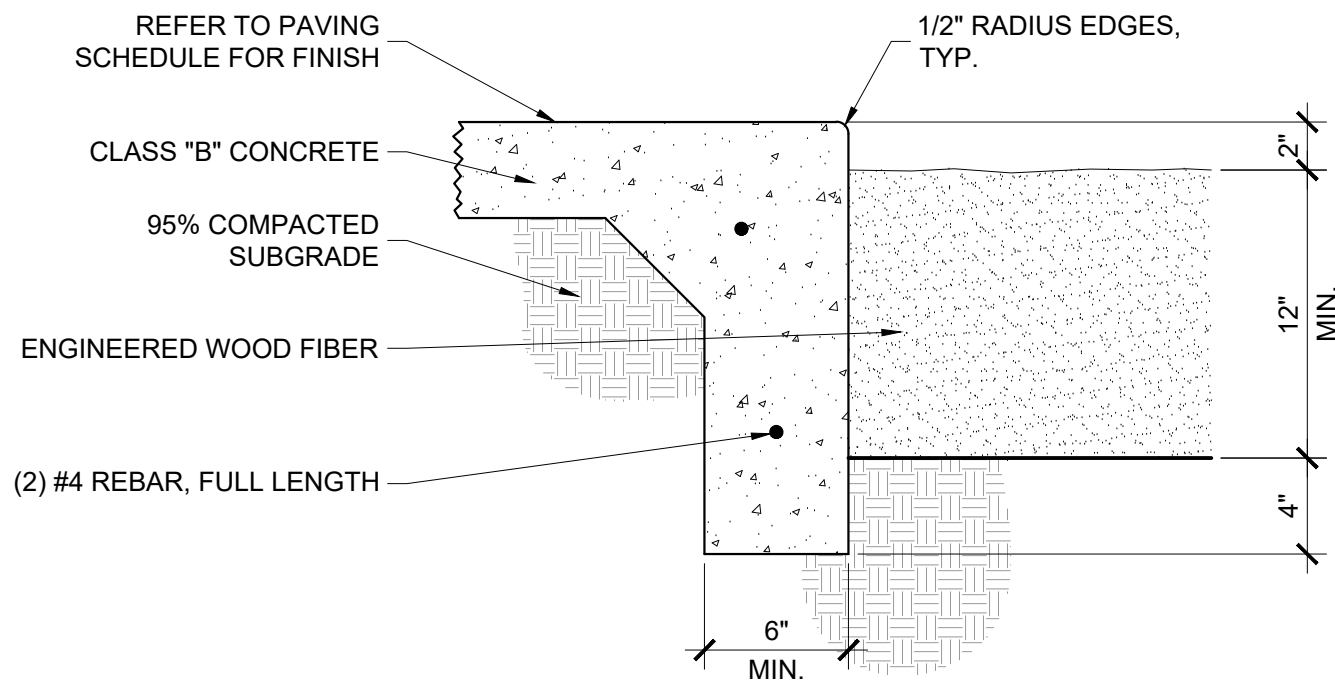
9 CONCRETE JOINTS
SCALE: 1 1/2" = 1'-0"



3 RAMADA FRONT ELEVATION
SCALE: 1/4" = 1'-0"



7 CONCRETE FOOTING w/IN PLAY AREA
SCALE: 1" = 1'-0"



10 CONCRETE TURN-DOWN
SCALE: 1 1/2" = 1'-0"

HARDSCAPE SCHEDULE	
ITEM	VERTICAL SCORE BLOCK
COLOR	TBD
FINISH	LOW SHEEN PAINT
SPECIFICATIONS	ALL BLOCK SIZES PER PLANS & DETAILS. JOINTS SHALL BE CONCAVE. BLOCK SHALL BE PRIMED w/ SMOOTH BLOCKFIL PREMIUM (or equal) & PAINTED PER PAINT MFR. SPEC'S.
MANUFACTURER	SUPERLITE BLOCK (www.superliteblock.com, 800.366.7877) DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
ITEM	STONE VENEER
COLOR	TBD
FINISH	N/A
SPECIFICATIONS	INSTALL w/ 1/2" MORTAR JOINTS - MORTAR COLOR TO BE STD GRAY. INSTALL w/ SELF-FURRED GALVANIZED EXPANDED METAL LATHE PER MFR. SPEC'S.
MANUFACTURER	APACHE STONE (www.apachestone.com, 623.581.7625)
ITEM	TUBULAR STEEL
COLOR	TBD
FINISH	FLAT PAINT
SPECIFICATIONS	ALL SIZES PER PLANS & DETAILS. ALL TUBULAR STEEL ENDS SHALL BE CAPPED. ALL WELDS & SHARP CORNERS / EDGES SHALL BE GROUND SMOOTH. ALL STEEL SHALL BE PRIMED & PAINTED PER PAINT MFR. SPEC'S.
MANUFACTURER	LOCALLY SOURCED STEEL LOCAL STEEL SUPPLIER DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
ITEM	FENCE BLOCK
COLOR	STANDARD GRAY
FINISH	N/A
SPECIFICATIONS	ALL BLOCK SIZES PER PLANS & DETAILS. JOINTS SHALL BE CONCAVE.
MANUFACTURER	SUPERLITE BLOCK (www.superliteblock.com, 800.366.7877)
ITEM	SPLIT FACE BLOCK
COLOR	TBD
FINISH	LOW SHEEN PAINT
SPECIFICATIONS	ALL BLOCK SIZES PER PLANS & DETAILS. JOINTS SHALL BE CONCAVE. BLOCK SHALL BE PRIMED w/ SMOOTH BLOCKFIL PREMIUM (or equal) & PAINTED PER PAINT MFR. SPEC'S.
MANUFACTURER	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
ITEM	SMOOTH FACE BLOCK
COLOR	TBD
FINISH	LOW SHEEN PAINT
SPECIFICATIONS	ALL BLOCK SIZES PER PLANS & DETAILS. JOINTS SHALL BE CONCAVE. BLOCK SHALL BE PRIMED w/ SMOOTH BLOCKFIL PREMIUM (or equal) & PAINTED PER PAINT MFR. SPEC'S.
MANUFACTURER	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
ITEM	I BEAM
COLOR	TBD
FINISH	FLAT PAINT
SPECIFICATIONS	12" x 0.35" WEB (DEPTH x THICKNESS) w/ 5" x .544" FLANGE (WIDTH x THICKNESS). LENGTH PER PLANS & DETAILS. ALL WELDS & SHARP CORNERS / EDGES SHALL BE GROUND SMOOTH. ALL STEEL SHALL BE PRIMED & PAINTED PER PAINT MFR. SPEC'S.
MANUFACTURER	LOCAL SUPPLIER FOR STEEL DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
ITEM	STEEL SIGN PANEL
COLOR	TBD
FINISH	BRUSHED ALUMINUM LETTERING, FLAT PAINT (STEEL)
SPECIFICATIONS	2" SQ. x 1/8" TUBULAR STEEL FRAME w/ 1/8" SHEET STEEL BACKING - OVERALL DIMENSIONS PER DETAILS. 2" DEEP CAST LETTERING PIN MOUNTED TO STEEL PANEL. HEIGHT OF LETTERING PER DETAILS. FONT: "HIGH TOWER TEXT" w/ SINGLE SPACE BETWEEN LETTERS.
MANUFACTURER	LOCAL SIGN MFR.
ITEM	PRECAST CONCRETE CAP
COLOR	TBD
FINISH	SMOOTH
SPECIFICATIONS	SIZE PER PLANS & DETAILS, MAX. 24" LENGTH. TOP EDGE SHALL HAVE 1/2" CHAMFER. JOINT SEALANT SHALL BE APPLIED TO ALL JOINTS (COLOR TO MATCH).
MANUFACTURER	LOCAL SUPPLIER
ITEM	PRE-FABRICATED RAMADA ROOF: DARK BRONZE FASCIA: RAL 8028 POSTS: RAL 8025 POWDER COAT
COLOR	'SIERRA' RAMADA w/ 12" O.C., 1 3/4" RIB HT. STANDING SEAM
FINISH	ROOF. RAMADA SIZE PER PLANS & DETAILS. MFR. SHALL PROVIDE ALL STRUCTURAL. INSTALL PER MFR. SPEC'S.
SPECIFICATIONS	CLASSIC RECREATION (www.shadesun.com, 800.697.2195)
MANUFACTURER	

Rvi
4900 N. Scottsdale Rd., Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rvplanning.com

EXPIRES 12/31/25

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

PARADISI - PARCEL C
LANDSCAPE IMPROVEMENT PLANS
SURPRISE, AZ

PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN: TEAM
REVIEWED: SB

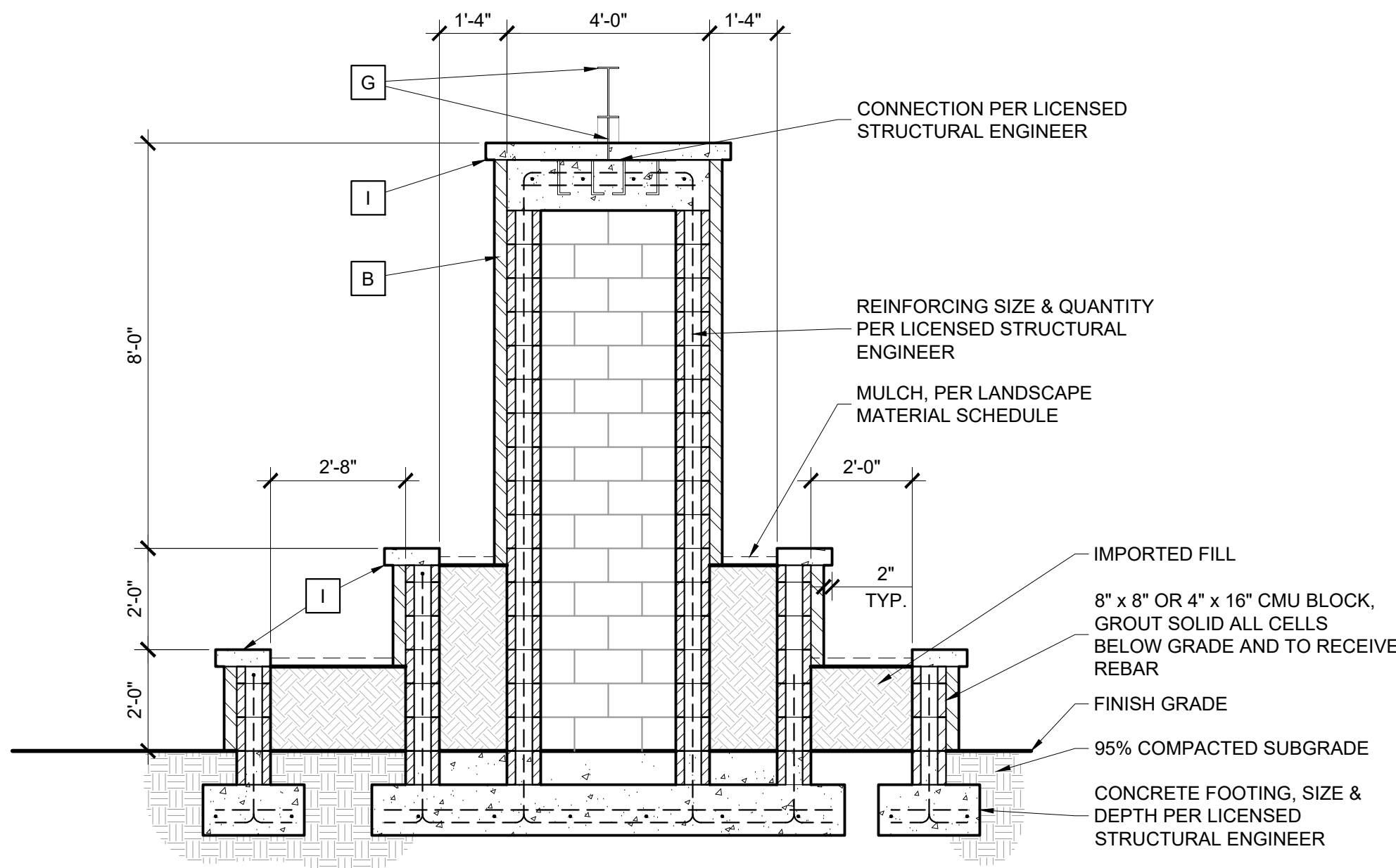
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HARDSCAPE
DETAILS

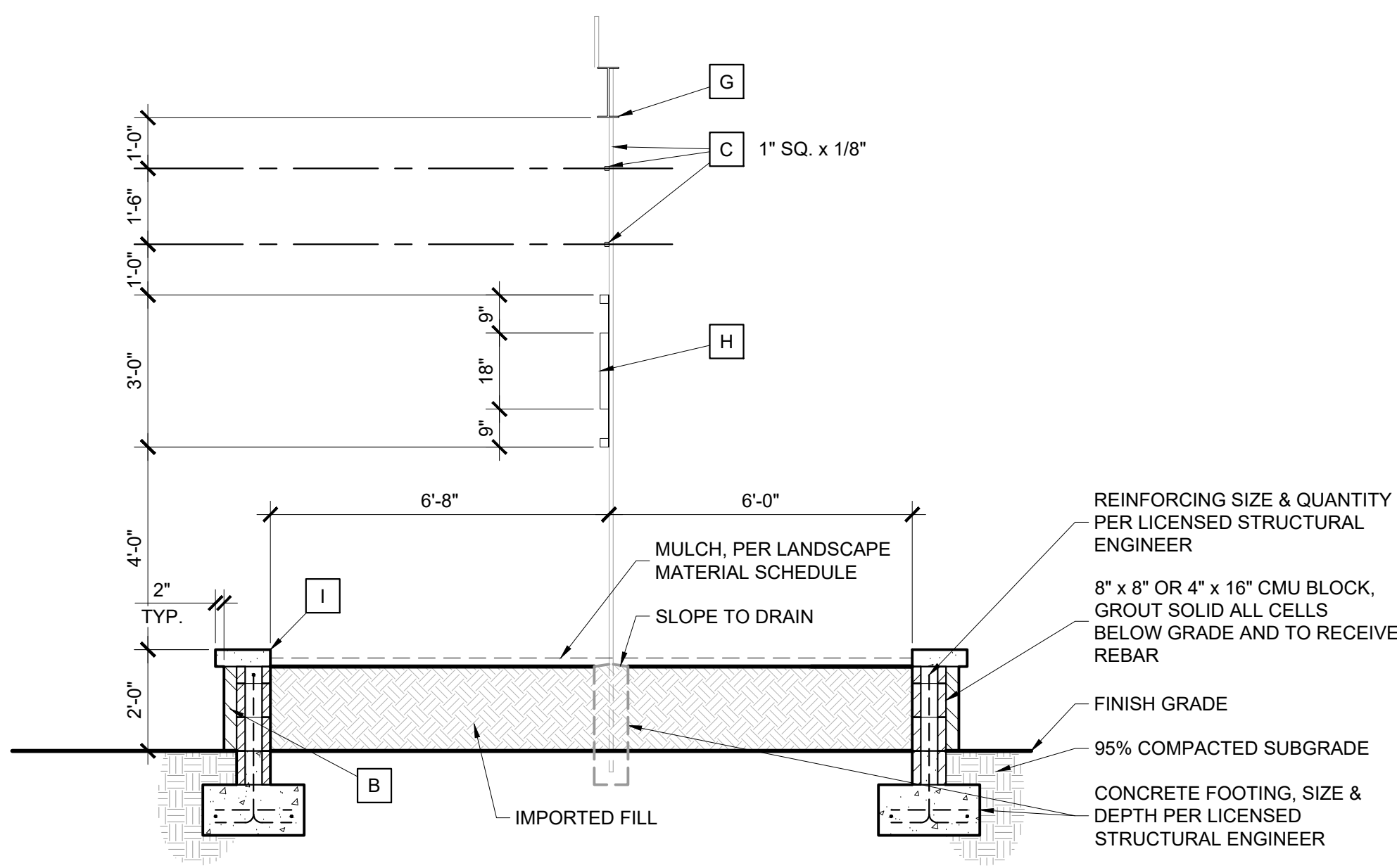
L3.03

LI19002272-5/CAMORE FARM/56-19002272/LANDSCAPE/CD3-PARCEL C/3-SHEET/5/2272-CD-PARC C-HARDSCAPE DETAILS.dwg 3/22/2023 shawn byron

1 NOT USED
SCALE: NTS



2 PRIMARY ENTRY MONUMENT SECTION A
SCALE: 3/8" = 1'-0"



3 PRIMARY ENTRY MONUMENT SECTION B
SCALE: 3/8" = 1'-0"

HARDSCAPE SCHEDULE

A	ITEM COLOR FINISH SPECIFICATIONS	VERTICAL SCORE BLOCK TBD LOW SHEEN PAINT ALL BLOCK SIZES PER PLANS & DETAILS. JOINTS SHALL BE CONCAVE. BLOCK SHALL BE PRIMED w/ SMOOTH BLOCKFIL PREMIUM (or equal) & PAINTED PER PAINT MFR. SPEC'S.
	MANUFACTURER	SUPERLITE BLOCK (www.superliteblock.com, 800.366.7877) DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
B	ITEM COLOR FINISH SPECIFICATIONS	STONE VENEER TBD N/A INSTALL w/ 1/2" MORTAR JOINTS - MORTAR COLOR TO BE STD GRAY. INSTALL w/ SELF-FURRED GALVANIZED EXPANDED METAL LATHE PER MFR. SPEC'S.
	MANUFACTURER	APACHE STONE (www.apachestone.com, 623.581.7625)
C	ITEM COLOR FINISH SPECIFICATIONS	TUBULAR STEEL TBD FLAT PAINT ALL SIZES PER PLANS & DETAILS. ALL TUBULAR STEEL ENDS SHALL BE CAPPED. ALL WELDS & SHARP CORNERS / EDGES SHALL BE GROUND SMOOTH. ALL STEEL SHALL BE PRIMED & PAINTED PER PAINT MFR. SPEC'S.
	MANUFACTURER	LOCALLY SOURCED STEEL LOCAL STEEL SUPPLIER DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
D	ITEM COLOR FINISH SPECIFICATIONS	FENCE BLOCK STANDARD GRAY N/A ALL BLOCK SIZES PER PLANS & DETAILS. JOINTS SHALL BE CONCAVE.
	MANUFACTURER	SUPERLITE BLOCK (www.superliteblock.com, 800.366.7877)
E	ITEM COLOR FINISH SPECIFICATIONS	SPLIT FACE BLOCK TBD LOW SHEEN PAINT ALL BLOCK SIZES PER PLANS & DETAILS. JOINTS SHALL BE CONCAVE. BLOCK SHALL BE PRIMED w/ SMOOTH BLOCKFIL PREMIUM (or equal) & PAINTED PER PAINT MFR. SPEC'S.
	MANUFACTURER	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
F	ITEM COLOR FINISH SPECIFICATIONS	SMOOTH FACE BLOCK TBD LOW SHEEN PAINT ALL BLOCK SIZES PER PLANS & DETAILS. JOINTS SHALL BE CONCAVE. BLOCK SHALL BE PRIMED w/ SMOOTH BLOCKFIL PREMIUM (or equal) & PAINTED PER PAINT MFR. SPEC'S.
	MANUFACTURER	DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
G	ITEM COLOR FINISH SPECIFICATIONS	I BEAM TBD FLAT PAINT 12" x 0.35" WEB (DEPTH x THICKNESS) w/ 5" x .544" FLANGE (WIDTH x THICKNESS). LENGTH PER PLANS & DETAILS. ALL WELDS & SHARP CORNERS / EDGES SHALL BE GROUND SMOOTH. ALL STEEL SHALL BE PRIMED & PAINTED PER PAINT MFR. SPEC'S.
	MANUFACTURER	LOCAL SUPPLIER FOR STEEL DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
H	ITEM COLOR FINISH SPECIFICATIONS	STEEL SIGN PANEL TBD BRUSHED ALUMINUM LETTERING. FLAT PAINT (STEEL) 2" SQ. x 1/8" TUBULAR STEEL FRAME w/ 1/8" SHEET STEEL BACKING - OVERALL DIMENSIONS PER DETAILS. 2" DEEP CAST LETTERING PIN MOUNTED TO STEEL PANEL. HEIGHT OF LETTERING PER DETAILS. FONT: "HIGH TOWER TEXT" w/ SINGLE SPACE BETWEEN LETTERS.
	MANUFACTURER	LOCAL SIGN MFR.
I	ITEM COLOR FINISH SPECIFICATIONS	PRECAST CONCRETE CAP TBD SMOOTH SIZE PER PLANS & DETAILS. MAX. 24" LENGTH. TOP EDGE SHALL HAVE 1/2" CHAMFER. JOINT SEALANT SHALL BE APPLIED TO ALL JOINTS (COLOR TO MATCH).
	MANUFACTURER	LOCAL SUPPLIER
J	ITEM COLOR FINISH SPECIFICATIONS	PRE-FABRICATED RAMADA ROOF: DARK BRONZE FASCIA: RAL 8028 POSTS: RAL 8025 POWDER COAT 'SIERRA' RAMADA w/ 12" O.C., 1 3/4" RIB HT. STANDING SEAM ROOF. RAMADA SIZE PER PLANS & DETAILS. MFR. SHALL PROVIDE ALL STRUCTURAL. INSTALL PER MFR. SPEC'S.
	MANUFACTURER	CLASSIC RECREATION (www.shadesun.com, 800.697.2195)

EXPIRES 12/31/25



PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

SURPRISE, AZ

PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN : TEAM
REVIEWED : SB

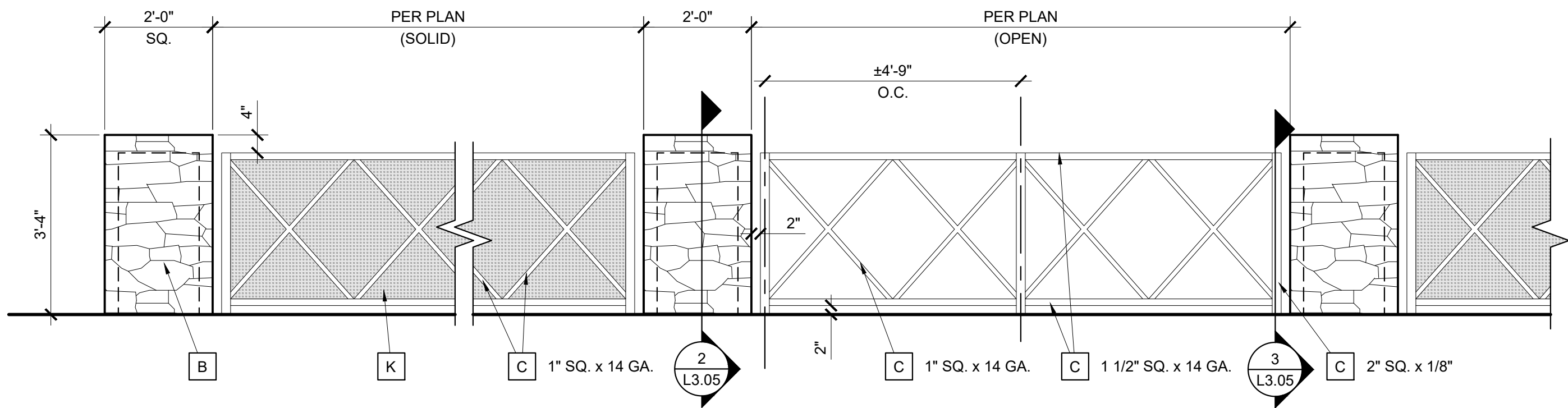
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HARDSCAPE DETAILS

L3.04

SHEET 12 OF 25

LI19002272-5/CAMORE FARM/56-19002272/LANDSCAPE/CD3-PARCEL C3-SHEET/5/2272-CD-PARC C-HARDSCAPE/DETAILS.dwg 3/2/2023 shawn byron

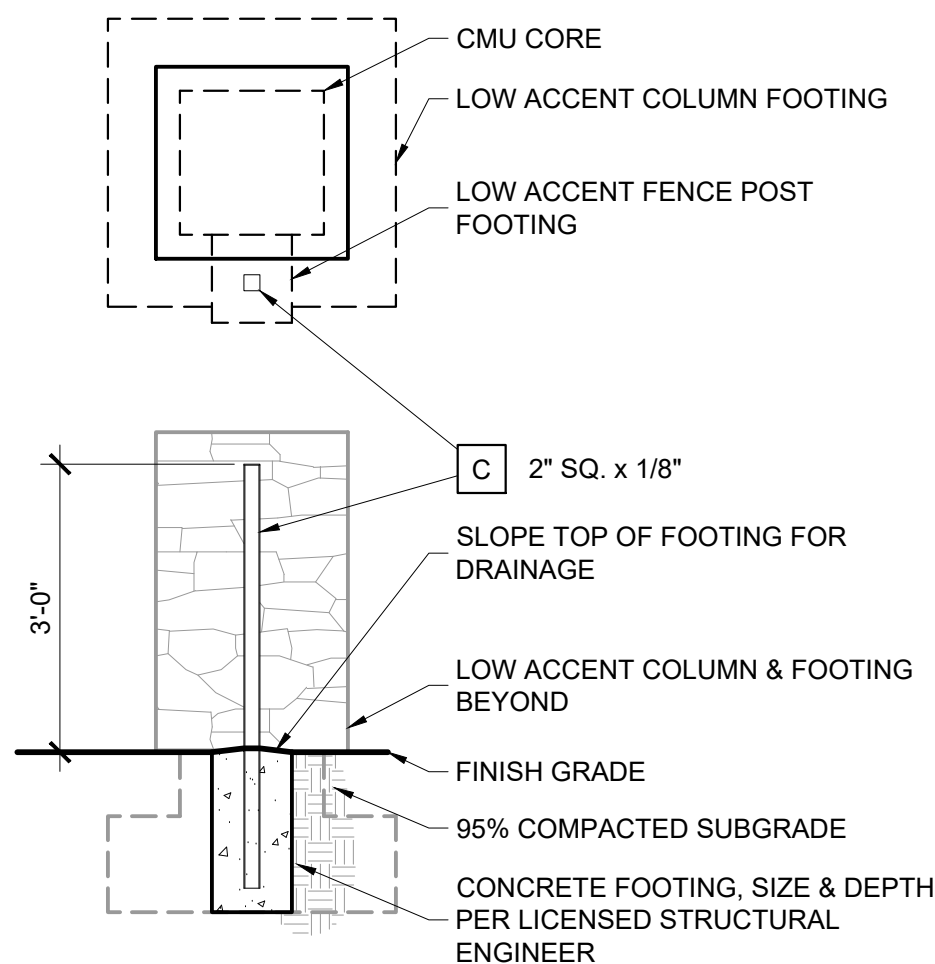


1 DECORATIVE FENCE ELEVATION

SCALE: 1/2" = 1'-0"

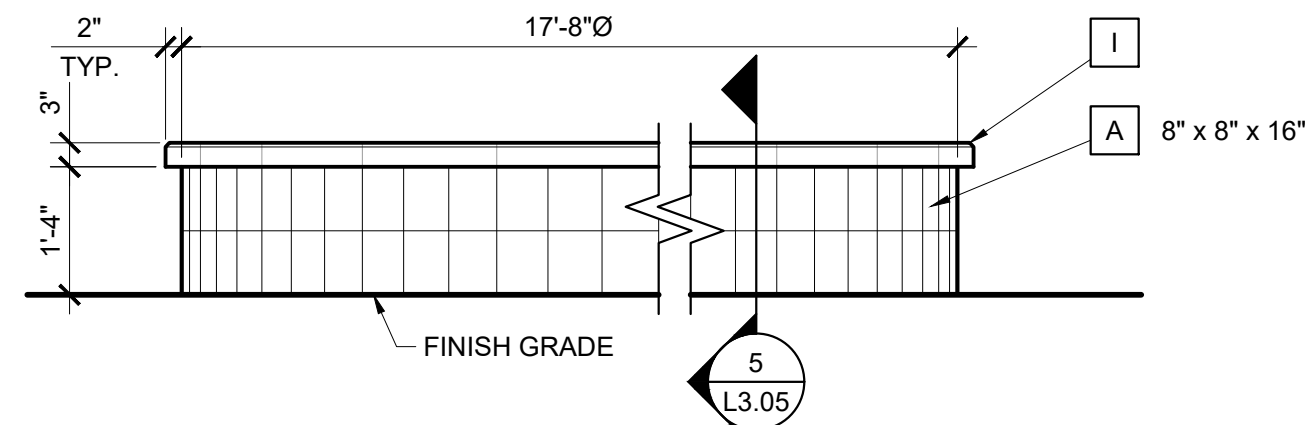
NOTE:

- Refer to structural for footing size & depth & all reinforcing sizes and quantities
- Footing will need to be coordinated with adjacent low column footings



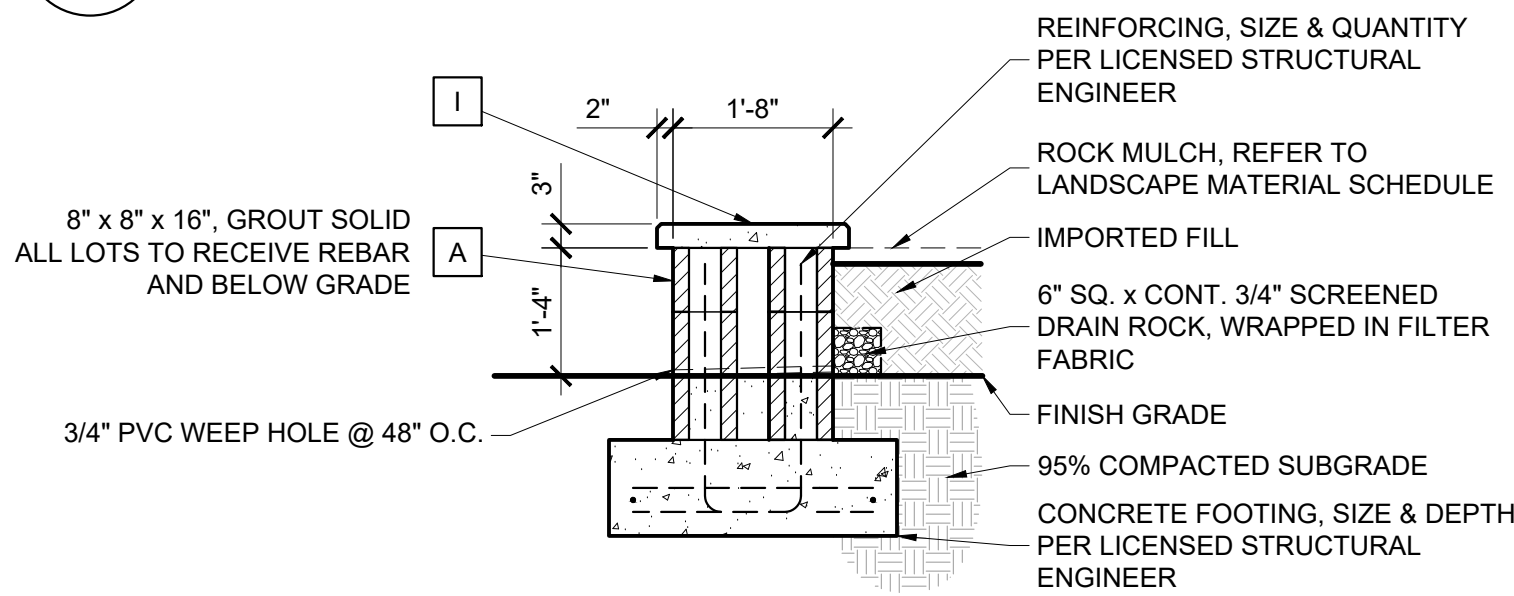
3 LOW ACCENT FENCE SECTION

SCALE: 1/2" = 1'-0"



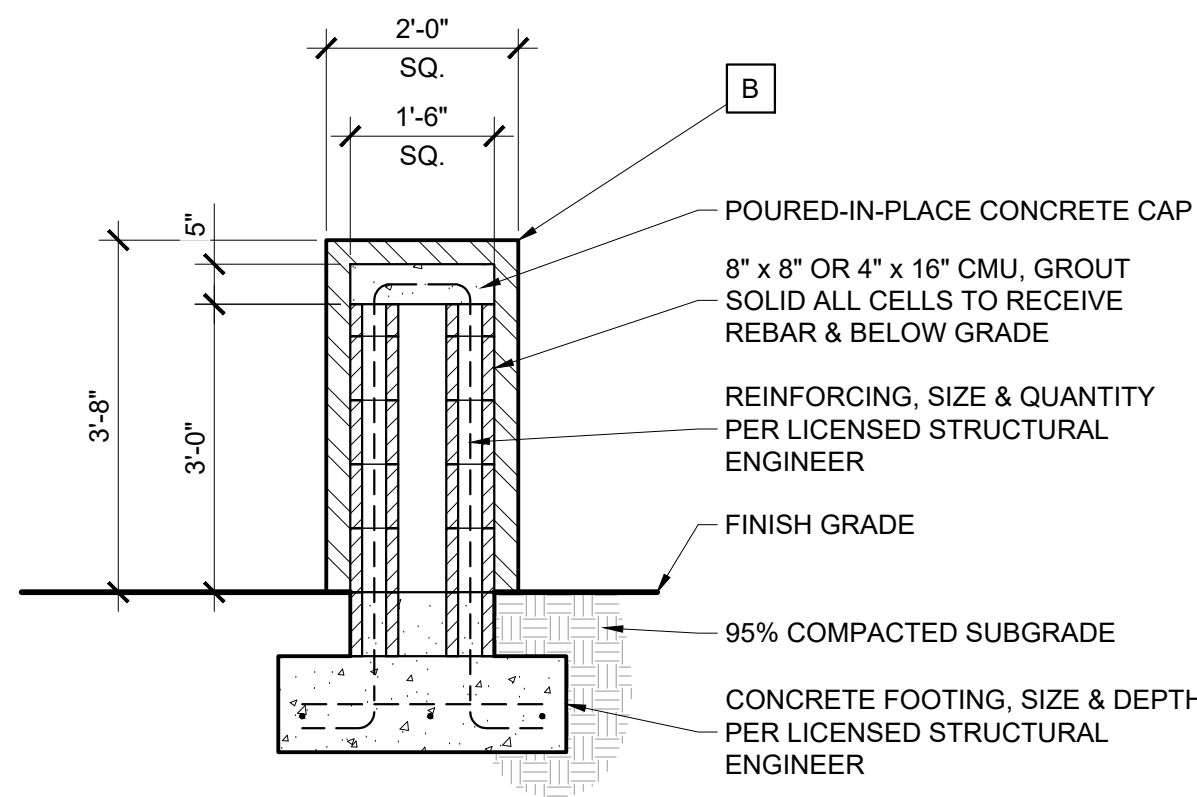
4 PLANTER / SEATWALL ELEVATION

SCALE: 1/2" = 1'-0"



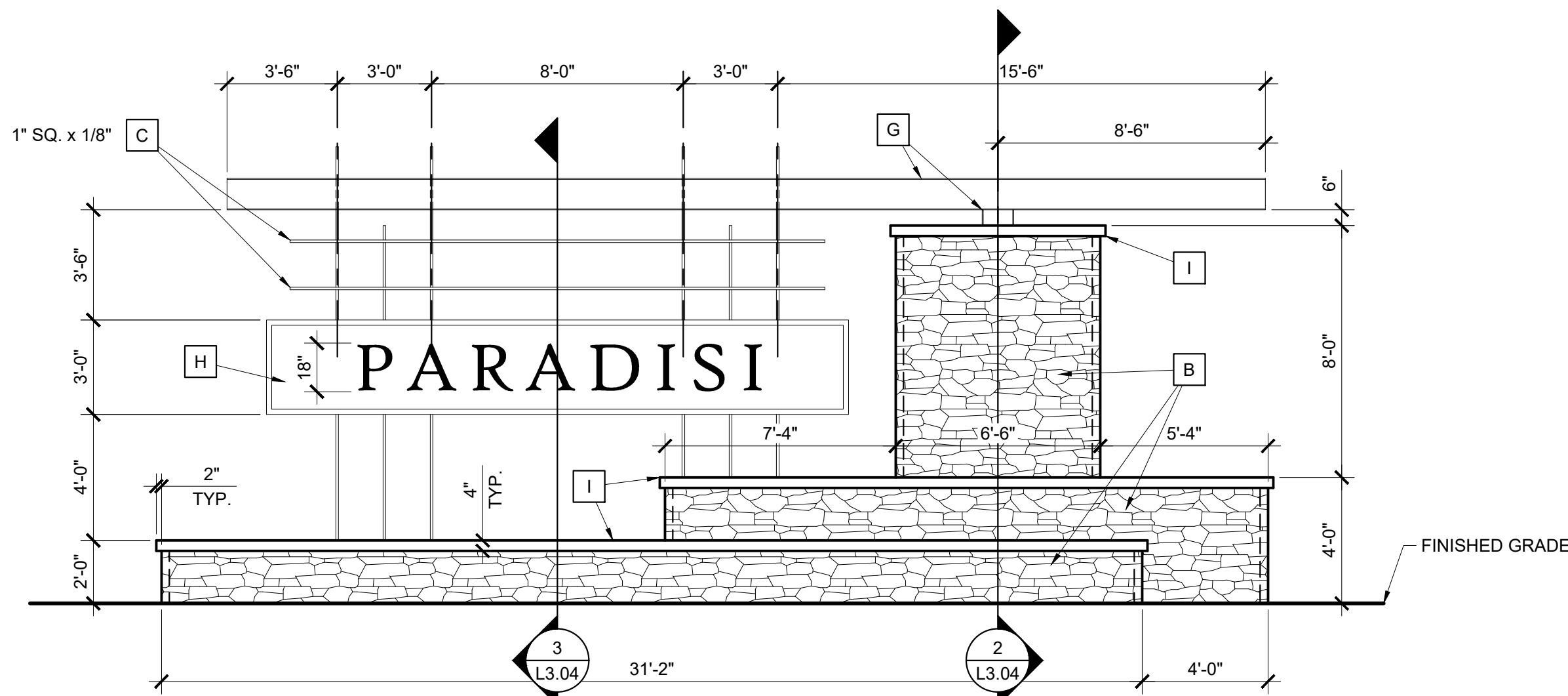
5 PLANTER / SEATWALL SECTION

SCALE: 1/2" = 1'-0"



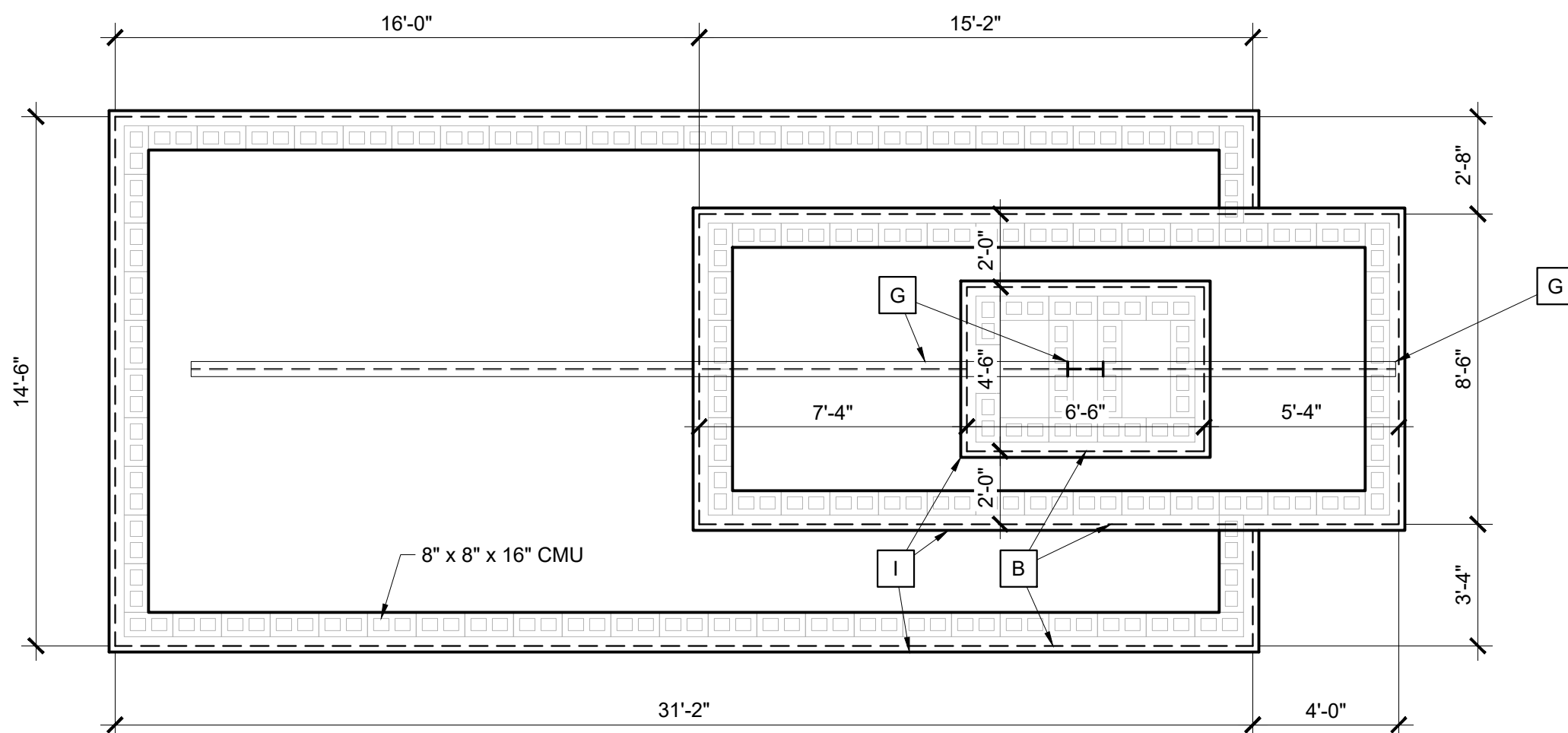
2 LOW ACCENT WALL COLUMN SECTION

SCALE: 1/2" = 1'-0"



6 PRIMARY ENTRY MONUMENT ELEVATION

SCALE: 1/4" = 1'-0"



7 PRIMARY ENTYRY MONUMENT PLAN

SCALE: 1/4" = 1'-0"

HARDSCAPE SCHEDULE

ITEM	COLOR	FINISH	SPECIFICATIONS
A	TBD	LOW SHEEN PAINT	ALL BLOCK SIZES PER PLANS & DETAILS. JOINTS SHALL BE CONCAVE. BLOCK SHALL BE PRIMED w/ SMOOTH BLOCKFIL PREMIUM (or equal) & PAINTED PER PAINT MFR. SPEC'S.
MANUFACTURER			SUPERLITE BLOCK (www.superliteblock.com, 800.366.7877) DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
B	STONE VENEER	TBD	N/A
MANUFACTURER			APACHE STONE (www.apachestone.com, 623.581.7625)
C	TUBULAR STEEL	TBD	ALL SIZES PER PLANS & DETAILS. ALL TUBULAR STEEL ENDS SHALL BE CAPPED. ALL WELDS & SHARP CORNERS / EDGES SHALL BE GROUND SMOOTH. ALL STEEL SHALL BE PRIMED & PAINTED PER PAINT MFR. SPEC'S.
MANUFACTURER			LOCALLY SOURCED STEEL LOCAL STEEL SUPPLIER DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
D	FENCE BLOCK	STANDARD GRAY	N/A
MANUFACTURER			SUPERLITE BLOCK (www.superliteblock.com, 800.366.7877)
E	SPLIT FACE BLOCK	TBD	LOW SHEEN PAINT
MANUFACTURER			DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
F	SMOOTH FACE BLOCK	TBD	LOW SHEEN PAINT
MANUFACTURER			DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
G	I BEAM	FLAT PAINT	12" x 0.35" WEB (DEPTH x THICKNESS) w/ 5" x .544" FLANGE (WIDTH x THICKNESS). LENGTH PER PLANS & DETAILS. ALL WELDS & SHARP CORNERS / EDGES SHALL BE GROUND SMOOTH. ALL STEEL SHALL BE PRIMED & PAINTED PER PAINT MFR. SPEC'S.
MANUFACTURER			LOCAL SUPPLIER FOR STEEL DUNN EDWARDS (www.dunnedwards.com, 800.DE.PAINT)
H	STEEL SIGN PANEL	TBD	BRUSHED ALUMINUM LETTERING. FLAT PAINT (STEEL) 2" SQ. x 1/8" TUBULAR STEEL FRAME w/ 1/8" SHEET STEEL BACKING - OVERALL DIMENSIONS PER DETAILS. 2" DEEP CAST LETTERING PIN MOUNTED TO STEEL PANEL. HEIGHT OF LETTERING PER DETAILS. FONT: "HIGH TOWER TEXT" w/ SINGLE SPACE BETWEEN LETTERS.
MANUFACTURER			LOCAL SIGN MFR.
I	PRECAST CONCRETE CAP	TBD	SMOOTH
MANUFACTURER			SIZE PER PLANS & DETAILS, MAX. 24" LENGTH. TOP EDGE SHALL HAVE 1/2" CHAMFER. JOINT SEALANT SHALL BE APPLIED TO ALL JOINTS (COLOR TO MATCH). LOCAL SUPPLIER
J	PRE-FABRICATED RAMADA	ROOF: DARK BRONZE FASCIA: RAL 8028 POSTS: RAL 8025 POWDER COAT	'SIERRA' RAMADA w/ 12" O.C., 1 3/4" RIB HT. STANDING SEAM ROOF. RAMADA SIZE PER PLANS & DETAILS. MFR. SHALL PROVIDE ALL STRUCTURAL. INSTALL PER MFR. SPEC'S.
MANUFACTURER			CLASSIC RECREATION (www.shadesun.com, 800.697.2195)

1. MAINTAIN ALL AREAS INCLUDED IN THE CONTRACT ON A WEEKLY BASIS DURING THE PROGRESS OF WORK, A 90 DAY MAINTENANCE PERIOD, AND UNTIL THE FINAL ACCEPTANCE OF WORK IS RECEIVED IN WRITING.
2. UPON ACCEPTANCE AFTER THE 90 DAY MAINTENANCE PERIOD, THE CONTRACTOR SHALL FURNISH A WRITTEN WARRANTY ON ALL PLANT MATERIAL AGREEING TO GUARANTEE THE CONTINUED GROWTH OF ACTIVE PLANT MATERIAL FOR THE SPECIFIED GUARANTEE PERIODS. ALL GUARANTEE PERIODS COMMENCE FROM THE TIME OF FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
3. THE CONTRACTOR SHALL WATER AND MAINTAIN ALL LANDSCAPE MATERIAL DURING THE MAINTENANCE PERIOD. THE OWNER WILL WATER AND MAINTAIN THE LANDSCAPE MATERIAL DURING THE WARRANTY PERIOD. THE CONTRACTOR SHALL INSPECT THE LANDSCAPE MATERIALS PERIODICALLY DURING THE WARRANTY PERIOD AND SHALL NOTIFY THE OWNER IN WRITING, IF, IN THE CONTRACTOR'S OPINION, THE LANDSCAPE MATERIALS ARE NOT RECEIVING PROPER CARE.
4. ALL TREES, PALMS, CACTI, ACCENTS, AND TURF SHALL BE GUARANTEED FOR A MINIMUM PERIOD OF ONE (1) YEAR AND ALL SHRUBS, GROUNDCOVERS, AND OTHER NON SPECIFIED PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF 90 DAYS FROM THE DATE OF FINAL ACCEPTANCE. THE GUARANTEE SHALL BE AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM NEGLIGENCE BY OWNER, ABUSE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS WHICH ARE BEYOND THE LANDSCAPE CONTRACTOR'S CONTROL.
5. ANY PLANT MATERIALS WHICH ARE NOT APPROVED PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR IN WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 15 OF THE FOLLOWING CALENDAR YEAR.
6. ALL PLANT MATERIALS MUST BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLAN.
7. REFER TO BOOK SPECIFICATIONS, IF INCLUDED IN THIS DOCUMENT SET, FOR ADDITIONAL INFORMATION ON THE SPECIFICS OF THE ANTICIPATED WARRANTY.
8. LANDSCAPE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE OWNER TYPEWRITTEN MAINTENANCE GUIDELINES AT FINAL WALK-THRU AND PRIOR TO FINAL ACCEPTANCE OF WORK.
9. IF TURF IS USED ON THIS PROJECT THE LANDSCAPE CONTRACTOR SHALL REAPPLY SEED OR SOD IN ALL AREAS WHICH HAVE DEVELOPED BARE SPOTS HALFWAY THROUGH THE MAINTENANCE PERIOD. AREAS WHICH CANNOT BE RESEED FOR SUMMER GROWTH DUE TO CONTRACTOR'S INABILITY TO RESEED DURING PROPER GROWING SEASON SHALL BE OVERSEED OR SODDED WITH GRASS APPROPRIATE FOR THE CURRENT SEASON, CARED FOR THROUGHOUT THE OFF SEASON, AND PROPERLY SEED AT THE NEXT APPROPRIATE GROWING SEASON. THESE ARRANGEMENTS MUST BE MADE WITH THE OWNER PRIOR TO CONDITIONAL ACCEPTANCE OF THE WORK AND MAY REQUIRE A MONETARY HOLD-BACK.
10. COST FOR REPLACEMENTS DURING THE WARRANTY PERIOD IS ASSUMED PART OF THE BID QUOTATIONS AND THEREFORE WILL NOT RESULT IN ANY ADDITIONAL COST TO THE OWNER OR LANDSCAPE ARCHITECT.

1. BEFORE WORK BEGINS ON THE PROJECT, THE LANDSCAPE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH OWNER AND/OR THE GENERAL CONTRACTOR TO REVIEW THE PROJECT. THE OWNER AND/OR OWNER'S AUTHORIZED REPRESENTATIVE IS TO APPROVE ANY CHANGES PRIOR TO THE START OF ANY WORK.
2. ALL DEMOLITION AREAS SHALL BE FLAGGED FOR APPROVAL PRIOR TO DEMOLITION.
3. ALL EXISTING PLANT MATERIAL SHALL REMAIN UNLESS OTHERWISE NOTED. SHOULD ANY CONFLICTS ARISE BETWEEN THE EXISTING PLANT MATERIAL ON-SITE AND PROPOSED IMPROVEMENTS SHOWN ON THE PLANS THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

1. TREE ROOT BARRIERS ARE REQUIRED WITHIN 3 FEET OF SIDEWALKS, CURBS, PAVEMENT, OR WALLS PER CITY OF SURPRISE EDS DETAIL 8-14.
2. LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.
3. ALL LANDSCAPING SHALL BE LOCATED A MINIMUM OF 5 FEET FROM ANY FIRE HYDRANT, WATER METER, OR VAULT.
4. SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO CITY OF SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND SIGNAGE FOR STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN CITY OF SURPRISE DETAILS 4-01 AND 4-02. TREES, SHRUBS, AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGHT VISIBILITY TRIANGLE PROVIDED LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES PER CITY OF SURPRISE DETAIL 4-01.

1. VERIFY PLANT QUANTITIES PRIOR TO BIDDING AND INSTALLATION. QUANTITIES ARE LISTED FOR CONVENIENCE ONLY, THE ACTUAL NUMBER OF SYMBOLS INDICATED ON THE PLANTING PLANS SHALL HAVE PRIORITY OVER QUANTITIES LISTED WITHIN THE LANDSCAPE MATERIAL SCHEDULE. THE CONTRACTOR SHALL FURNISH ALL PLANT MATERIAL NECESSARY TO COMPLETE THE PLANTINGS AS SHOWN ON THE PLANS.
2. CLARIFICATION OF DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY.
3. THE LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE AND A REPRESENTATIVE FROM THE CITY OF SURPRISE IS TO APPROVE ANY PLANT MATERIAL SUBSTITUTIONS.
4. ALL PLANT MATERIAL MUST BE MAINTAINED IN HEALTH AND VIGOR, AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH ARIZONA NURSERY ASSOCIATION SPECIFICATIONS.
5. ALL PLANT MATERIAL MAY BE INSPECTED PRIOR TO ACCEPTANCE. THE LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DEEMED UNACCEPTABLE, EVEN AFTER DELIVERY TO SITE.
6. PLANT TREES AND SHRUBS PLUMB AND FACED TO GIVE THE BEST APPEARANCE OR RELATIONSHIP TO ADJACENT PLANTS, STRUCTURES, AND VIEWS. IF ANY SOIL NUTRIENT DEFICIENCIES EXIST, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AMEND THE SOIL.
7. PLANTING METHODS, SOIL AMENDMENT QUANTITIES (IF ANY), AND PREPARATION METHODS SHALL BE INSTALLED ACCORDING TO THE PLANTING SPECIFICATIONS AND DETAILS.
8. ALL PLANTING AREAS SHALL RECEIVE WEED CONTROL/PRE-EMERGENT PER THE GUIDELINES SET FORTH WITHIN THE SPECIFICATIONS AND DETAILS. REAPPLY AS NECESSARY TO COMPLETELY KILL NOXIOUS MATERIAL. REMOVE ALL DEAD AND/OR DYING DEBRIS PRIOR TO FINAL ACCEPTANCE.
9. ALL TREES LOCATED WITHIN SIGHT DISTANCE AREAS MUST BE TRIMMED TO 6'-0" CLEARANCE ABOVE FINISHED GRADE.
10. UNLESS OTHERWISE NOTED ON PLANS, ROCK/BARK MULCH SHALL EXTEND UNDER ALL PLANTINGS AND BE RAKED UNIFORMLY ALONG CONCRETE FLATWORK, CURBS AND ETC.
11. THE FINISH GRADE OF LANDSCAPE AREAS RECEIVING ROCK/BARK MULCH MUST BE GRADED 2-1/2" BELOW CONCRETE OR OTHER ADJACENT PAVED SURFACES PRIOR TO INSTALLATION OF THE MULCH. FINISH GRADE OF LANDSCAPE AREAS RECEIVING TURF MUST BE GRADED 1-1/2" BELOW CONCRETE OR OTHER PAVED SURFACES PRIOR TO INSTALLATION OF TURF.
12. BOULDERS, IF USED, TO BE SURFACE SELECT GRANITE WITH A MINIMUM OF SHARP EDGES AND/OR CRACKING. ANY EXPOSED SURFACE SCALDING THAT MAY HAVE OCCURRED DURING TRANSPORTING OR CONSTRUCTION IS TO BE DONITED WITH NO ADDITIONAL COST TO THE OWNER.
13. STAKE ALL NURSERY GROWN TREE STOCK A MINIMUM OF 12" OUT FROM EDGE OF PLANTING WELL. THE EDGE OF ALL TREE PLANTING WELLS SHALL BE A MINIMUM OF 2 FEET AWAY FROM ALL CURB AND SIDEWALKS AND A MINIMUM OF 12 FEET AWAY FROM ALL BUILDING FOUNDATIONS. THE EDGE OF ALL SHRUB PLANTING WELLS SHALL BE A MINIMUM OF 18" AWAY FROM ALL CURB AND SIDEWALKS AND A MINIMUM OF 3 FEET AWAY FROM ALL BUILDING FOUNDATIONS.
14. LANDSCAPE CONTRACTOR SHALL CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO EACH APPLICATION OF PRE-EMERGENT FOR VERIFICATION. CONTRACTOR SHALL PROVIDE OWNER WITH PROOF OF PRE-EMERGENT APPLICATION NO MORE THAN 7 DAYS AFTER EACH APPLICATION WITHOUT EXCEPTION.
15. ALL TURF AREAS WITHIN TURF AREAS SHALL BE INSTALLED WITH TEMPORARY PVC ARBOR GUARDS.
16. ALL TURF AREAS SHALL BE GRADED SMOOTH AND APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLING SOD OR SEED. ALL AREAS TO RECEIVE TURF SHALL BE COMPLETELY FREE OF ANY RUTS, TRENCH SETTLING, OR ANY MATERIAL OVER 1/2" IN DIAMETER PRIOR TO SOD OR SEED INSTALLATION.
17. LANDSCAPE CONTRACTOR IS REQUIRED TO OBTAIN ANY REQUIRED PERMITS FOR ALL ON-SITE AND OFF-SITE IMPROVEMENTS OUTLINED WITHIN THIS SET OF PLANS AND/OR ANY OTHER ADDITIONAL WORK THEY MAY PERFORM IN THE INTEREST OF THIS PROJECT.
18. ROCK/BARK MULCH SHALL BE AS SPECIFIED IN THE LANDSCAPE MATERIAL SCHEDULE. ALL PLANTING AREAS, UNLESS OTHERWISE NOTED ON THE PLANS, SHALL RECEIVE A UNIFORM APPLICATION OF THE SPECIFIED MATERIAL. CONTRACTOR SHALL SUBMIT A SAMPLE TO THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO SCHEDULING MASS DELIVERY. OWNER MAY REQUEST THAT AN INITIAL LOAD OF MATERIAL BE DELIVERED TO THE SITE AND BE SPREAD BY THE LANDSCAPE CONTRACTOR FOR THE OWNER'S APPROVAL PRIOR TO MATERIAL APPLICATION ON THE REMAINDER OF THE SITE.
19. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO COORDINATE WITH THE OWNER THE FINAL LAYOUT OF ALL HARDSCAPE ITEMS FOR THIS PROJECT. OWNER MAY REQUEST ALL HARDSCAPE ITEMS (HEADERS, SIDEWALKS, FLATWORK, ETC.) BE STAKED AND/OR CHALKED OUT FOR THEIR APPROVAL PRIOR TO INITIAL POUR.
20. LANDSCAPE CONTRACTOR SHALL PRUNE ALL TREES AFTER INSTALLATION SO THAT NO BRANCH IS TOUCHING FINAL GRADE AND TRIM CANOPIES/BRANCHING TO A CLEAN AND NEAT APPEARANCE. ALL DEAD AND/OR DYING MATERIAL SHALL BE PRUNED FROM THE TREE PRIOR TO FINAL ACCEPTANCE.
21. WATER TEST ALL TREE PLANTING WELLS PRIOR TO PLANTING. IF TREE WELLS DO NOT PROPERLY DRAIN, REFER TO THE HARDPAN PLANTING DETAIL FOR ADDITIONAL INFORMATION.
22. REFER TO GENERAL CONSTRUCTION NOTES FOR ADDITIONAL INFORMATION THAT RELATES TO THE SCOPE OF WORK IN THIS SECTION. ALSO REFER TO ANY WRITTEN SPECIFICATION, SHOULD THEY ACCOMPANY THESE DRAWINGS, FOR ADDITIONAL REQUIREMENTS NOT COVERED WITHIN THESE PLANS.

TREES		SIZE	QTY	COMMENTS
BOTANICAL / COMMON NAME				
<i>Eucalyptus papuana</i> GHOST GUM		15 GAL.	50	
<i>Olneya tesota</i> IRONWOOD		15 GAL.	40	
<i>Olneya tesota</i> Desert Ironwood		24" BOX	3	
<i>Pistacia x 'Red Push'</i> RED PUSH PISTACHE		36" BOX	69	
<i>Quercus virginiana</i> 'Heritage' HERITAGE SOUTHERN LIVE OAK		15 GAL.	173	
<i>Ulmus parvifolia</i> EVERGREEN ELM		24" BOX	18	
<i>Vitex agnus-castus</i> 'Alba' WHITE CHASTE TREE		15 GAL.	10	
SHRUBS & ACCENTS		SIZE	QTY	COMMENTS
BOTANICAL / COMMON NAME				
<i>Caesalpinia pulcherrima</i> RED BIRD OF PARADISE		5 GAL	74	
<i>Dodonaea viscosa</i> HOPSEED BUSH		5 GAL	142	
<i>Dodonaea viscosa</i> 'Purpurea' Purple Leaved Hopseed Bush		5 GAL	23	
<i>Eremophila hygrophana</i> 'Blue Bells' BLUE BELLS EMU BUSH		5 GAL	138	
<i>Eremophila maculata</i> 'Valentine' VALENTINE EMU BUSH		5 GAL	69	
<i>Euphorbia rigida</i> GOPHER PLANT		5 GAL	109	
<i>Hesperaloe funifera</i> GIANT HESPERALOE		5 GAL	86	
<i>Hesperaloe parviflora</i> RED YUCCA		5 GAL	101	
<i>Hesperaloe parviflora</i> 'Perpa'™ BRAKELIGHTS RED YUCCA		5 GAL	528	
<i>Hesperaloe parviflora</i> 'Yellow' YELLOW YUCCA		5 GAL	132	
<i>Justicia californica</i> 'Chuperosa' CHUPEROSA		5 GAL	62	
<i>Leucophyllum laevigatum</i> 'Summer Snow' SUMMER SNOW CHIHUAHAN SAGE		5 GAL	102	
<i>Leucophyllum pruinosum</i> 'Sierra Bouquet'™ BAROMETER BUSH		5 GAL	48	
<i>Muhlenbergia capillaris</i> 'Regal Mist' REGAL MIST MUHLY		5 GAL	138	
<i>Muhlenbergia emersleyi</i> 'El Toro' BULLGRASS		5 GAL	838	
<i>Muhlenbergia rigens</i> DEER GRASS		5 GAL	193	
<i>Muhlenbergia rigida</i> 'Nashville' NASHVILLE MUHLY		5 GAL	77	
<i>Myrtus communis</i> 'Compacta' DWARF MYRTLE		5 GAL	3	
<i>Pedilanthus bracteatus</i> SLIPPER		5 GAL	6	
<i>Russelia equisetiformis</i> CORAL FOUNTAIN PLANT		5 GAL	2	
<i>Tecoma alata</i> 'Orange Jubilee' ORANGE JUBILEE		5 GAL	18	
<i>Tecoma x 'Sparklette'</i> SPARKLETTE YELLOW BELLS		5 GAL	102	
<i>Vauquelinia californica</i> ARIZONA ROSEWOOD		5 GAL	11	
GROUND COVER		SIZE	QTY	COMMENTS
BOTANICAL / COMMON NAME				
<i>Dalea greggii</i> TRAILING INDIGO BUSH		1 GAL.	437	
<i>Eremophila glabra</i> 'Mingenew Gold' OUTBACK SUNRISE EMU		1 GAL.	58	
<i>Lantana montevidensis</i> 'White' WHITE LANTANA		1 GAL.	31	
<i>Lantana x 'Dallas Red'</i> DALLAS RED LANTANA		1 GAL.	35	
<i>Rosmarinus officinalis</i> 'Prostratus' CREEPING ROSEMARY		1 GAL.	76	
<i>Ruellia brittoniana</i> 'Katie' DWARF BLUE BELLS		1 GAL.	5	
MISCELLANEOUS		SIZE	QTY	COMMENTS
BOTANICAL / COMMON NAME				

4900 N. Scottsdale Rd., Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

EXPIRES 12/31/25



Contact Arizona 811 at least two full



PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

SURPRISE, AZ

PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN: TEAM
REVIEWED: SB

REVISIONS

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PLANTING NOTES AND SCHEDULE

L4.00

SHEET 14 OF 25

LANDSCAPE KEYNOTES

- 1

VISIBILITY EASEMENT, ALL TREE LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE MUST BE TRIMMED TO BE ABOVE 84" AND BELOW 30"
- 2

LOCATION OF SIDEWALK, REFER TO ENGINEERING PLANS FOR MORE INFORMATION.
- 3

FIRE HYDRANT - TREES AND SHRUBS TO MAINTAIN A 5'-0" CLEARANCE
- 4

OPEN SPACE SIDEWALK/FLATWORK, REFER TO DETAIL 6 / L3.02
- 5

DRIVEWAY LOCATION FOR REFERENCE ONLY, FINAL LOCATIONS TBD BY DEVELOPER, TYPICAL
- 6

ENTRY MONUMENT, REFER TO WALL PLAN
- 7

THEME WALL, REFER TO WALL PLAN
- 8

8' THEME WALL, REFER TO WALL PLAN
- 9

PARTIAL VIEW WALL, REFER TO WALL PLAN
- 10

DECORATIVE FENCE, REFER TO WALL PLAN
- 11

IN-LINE COLUMN, REFER TO WALL PLAN
- 12

SECONDARY COLUMN, REFER TO WALL PLAN
- 13

SECONDARY CORNER COLUMN, REFER TO WALL PLAN
- 14

RETENTION AREA, REFER TO ENGINEERING PLANS
- 15

SITE LIGHT, REFER TO ELECTRICAL PLANS
- 16

SIDEYARD WALL END. FINAL LOCATION TO BE STAKED AND OR ADJUSTED IN THE FIELD
- 17

CONCRETE HEADER, REFER TO DETAIL 6 / L5.01
- 18

NOT USED
- 19

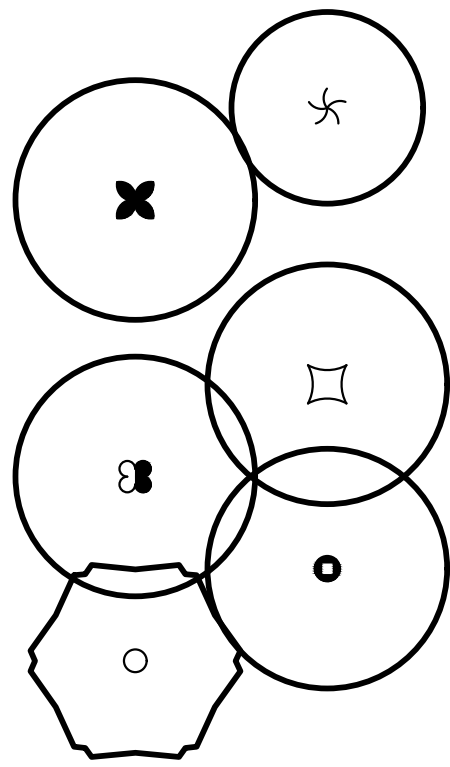
DRYWELL, REFER TO ENGINEERING PLANS
- 20

RETAINING WALL, SEE CIVIL PLANS
- 21

MAILBOX CLUSTER, TYPE A, REFER TO WALL PLAN
- 22

MAILBOX CLUSTER, TYPE B, REFER TO WALL PLAN

LANDSCAPE PALETTE



TREES
BOTANICAL / COMMON NAME

- Eucalyptus papuana*

GHOST GUM
- Olneya tesota*

IRONWOOD
- Olneya tesota*

Desert Ironwood
- Pistacia x 'Red Push'*

RED PUSH PISTACHE
- Quercus virginiana 'Heritage'*

HERITAGE SOUTHERN LIVE OAK
- Ulmus parvifolia*

EVERGREEN ELM
- Vitex agnus-castus 'Alba'*

WHITE CHASTE TREE

GROUND COVER
BOTANICAL / COMMON NAME

- Dalea greggii*

TRAILING INDIGO BUSH
- Eremophila glabra 'Mingenew Gold'*

OUTBACK SUNRISE EMU
- Lantana montevidensis 'White'*

WHITE LANTANA
- Lantana x 'Dallas Red'*

DALLAS RED LANTANA
- Rosmarinus officinalis 'Prostratus'*

CREEPING ROSEMARY
- Ruellia brittoniana 'Katie'*

DWARF BLUE BELLS

MISCELLANEOUS
BOTANICAL / COMMON NAME

- CONCRETE HEADER
- ROCK MULCH
'CARMEL' - ROCK PRO's USA (480.591.5151)
- 'MID IRON' BERMUDA

SHRUBS & ACCENTS
BOTANICAL / COMMON NAME

- Caesalpinia pulcherrima*

RED BIRD OF PARADISE
- Dodonaea viscosa*

HOPSEED BUSH
- Dodonaea viscosa 'Purpurea'*

Purple Leafed Hopseed Bush
- Eremophila hygrophana 'Blue Bells'*

BLUE BELLS EMU BUSH
- Eremophila maculata 'Valentine'*

VALENTINE EMU BUSH
- Euphorbia rigida*

GOPHER PLANT
- Hesperaloe funifera*

GIANT HESPERALOE
- Hesperaloe parviflora*

RED YUCCA
- Hesperaloe parviflora 'Perpa'™*

BRAKELIGHTS RED YUCCA
- Hesperaloe parviflora 'Yellow'*

YELLOW YUCCA
- Justilia californica 'Chuperosa'*

CHUPEROSA
- Leucophyllum laevigatum 'Summer Snow'*

SUMMER SNOW CHIHUAHUA SAGE
- Leucophyllum pruinosum 'Sierra Bouquet'™*

BAROMETERBUSH
- Muhlenbergia capillaris 'Regal Mist'*

REGAL MIST MUHLY
- Muhlenbergia emersleyi 'El Toro'*

BULLGRASS
- Muhlenbergia rigens*

DEER GRASS
- Muhlenbergia rigida 'Nashville'*

NASHVILLE MUHLY
- Myrtus communis 'Compacta'*

DWARF MYRTLE
- Pedilanthus bracteatus*

SLIPPER
- Ruellia equisetiformis*

CORAL FOUNTAIN PLANT
- Tecoma alata 'Orange Jubilee'*

ORANGE JUBILEE
- Tecoma x 'Sparklette'*

SPARKLETTE YELLOW BELLS
- Vauquelinia californica*

ARIZONA ROSEWOOD

LOCAL STREET LANDSCAPE NOTE

NOTE: ALL LANDSCAPE AND IRRIGATION IN FRONT OF A RESIDENTIAL LOT SHALL BE INSTALLED ONCE THE ENTIRE SIDE OF THE STREET OF HOMES ARE CONSTRUCTED.

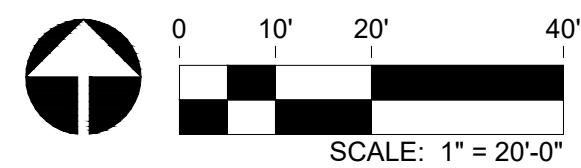
MATCHLINE 'O', SHEET L4.08

MATCHLINE 'V', SHEET L4.04

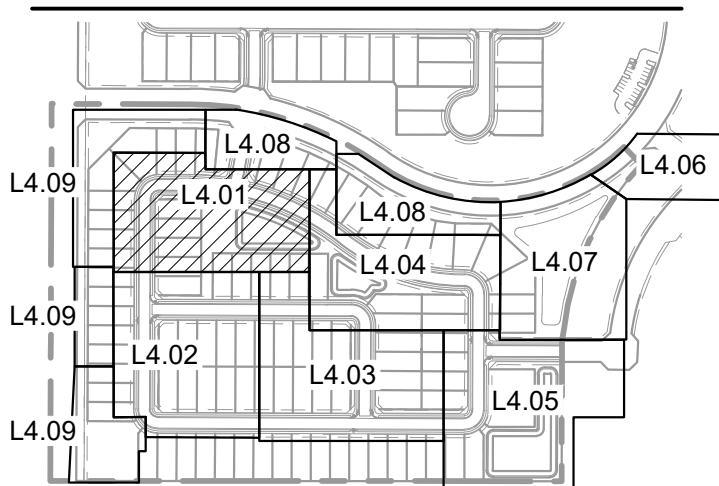
MATCHLINE 'Q', SHEET L4.09

MATCHLINE 'A', SHEET L4.02

MATCHLINE 'B', SHEET L4.03



KEY MAP



PARADISI - PARCEL C
LANDSCAPE IMPROVEMENT PLANS
SURPRISE, AZ

PROJECT NO : 19002272
DATE: 03/01/2023
DRAWN: TEAM
REVIEWED: SB

REVISIONS	
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PLANTING PLAN

L4.01

SHEET 15 OF 25



MATCHLINE 'A', SHEET L4.01

MATCHLINE 'S', SHEET L4.09

MATCHLINE 'U', SHEET L4.09

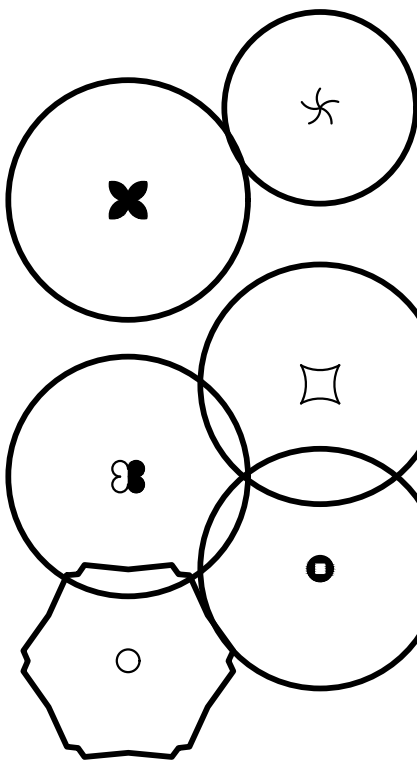
LANDSCAPE KEYNOTES

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- DRIVEWAY LOCATION FOR REFERENCE ONLY, FINAL LOCATIONS TBD BY DEVELOPER, TYPICAL
- ENTRY MONUMENT, REFER TO WALL PLAN
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- SITE LIGHT, REFER TO ELECTRICAL PLANS
- SIDEYARD WALL END. FINAL LOCATION TO BE STAKED AND OR ADJUSTED IN THE FIELD
- CONCRETE HEADER, REFER TO DETAIL 6 / L5.01
- NOT USED
- DRYWELL, REFER TO ENGINEERING PLANS
- RETAINING WALL, SEE CIVIL PLANS
- MAILBOX CLUSTER, TYPE A, REFER TO WALL PLAN
- MAILBOX CLUSTER, TYPE B, REFER TO WALL PLAN

LOCAL STREET LANDSCAPE NOTE

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LANDSCAPE PALETTE



TREES
BOTANICAL / COMMON NAME
<i>Eucalyptus papuana</i> GHOST GUM
<i>Oleña tesota</i> IRONWOOD
<i>Oleña tesota</i> Desert Ironwood
<i>Pistacia x 'Red Push'</i> RED PUSH PISTACHE
<i>Quercus virginiana 'Heritage'</i> HERITAGE SOUTHERN LIVE OAK
<i>Ulmus parvifolia</i> EVERGREEN ELM
<i>Vitex agnus-castus 'Alba'</i> WHITE CHASTE TREE

SHRUBS & ACCENTS

BOTANICAL / COMMON NAME
<i>Caesalpinia pulcherrima</i> RED BIRD OF PARADISE
<i>Dodonaea viscosa</i> HOPSEED BUSH
<i>Dodonaea viscosa 'Purpurea'</i> Purple Leafed Hopseed Bush
<i>Eremophila hygrophana 'Blue Bells'</i> BLUE BELLS EMU BUSH
<i>Eremophila maculata 'Valentine'</i> VALENTINE EMU BUSH
<i>Euphorbia rigida</i> GOPHER PLANT
<i>Hesperaloe funifera</i> GIANT HESPERALOE
<i>Hesperaloe parviflora</i> RED YUCCA
<i>Hesperaloe parviflora 'Perpa'™</i> BRAKELIGHTS RED YUCCA
<i>Hesperaloe parviflora 'Yellow'</i> YELLOW YUCCA
<i>Justicia californica 'Chuperosa'</i> CHUPEROSA
<i>Leucophyllum laevigatum 'Summer Snow'</i> SUMMER SNOW CHIHUAHAN SAGE
<i>Leucophyllum pruinosa 'Sierra Bouquet'™</i> BAROMETERBUSH
<i>Muhlenbergia capillaris 'Regal Mist'</i> REGAL MIST MUHLY
<i>Muhlenbergia emersleyi 'El Toro'</i> BULLGRASS
<i>Muhlenbergia rigens</i> DEER GRASS
<i>Muhlenbergia rigida 'Nashville'</i> NASHVILLE MUHLY
<i>Myrtus communis 'Compacta'</i> DWARF MYRTLE
<i>Pedilanthus bracteatus</i> SLIPPER
<i>Russelia equisetiformis</i> CORAL FOUNTAIN PLANT
<i>Tecoma alata 'Orange Jubilee'</i> ORANGE JUBILEE
<i>Tecoma x 'Sparklette'</i> SPARKLETTE YELLOW BELLS
<i>Vauquelinia californica</i> ARIZONA ROSEWOOD

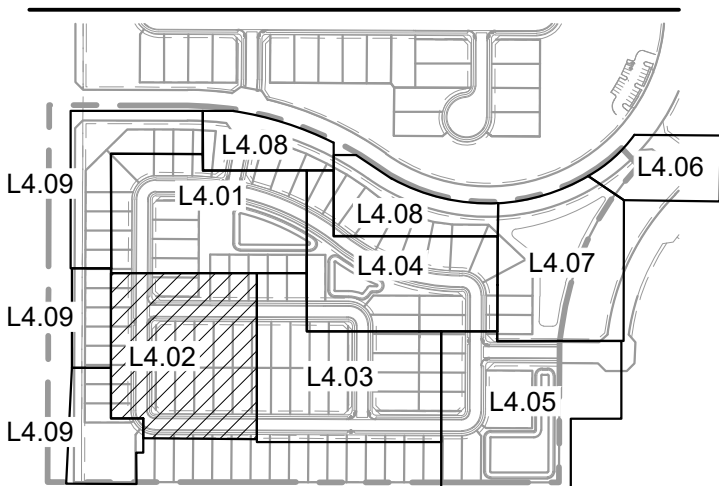
GROUND COVER

BOTANICAL / COMMON NAME
<i>Dalea greggii</i> TRAILING INDIGO BUSH
<i>Eremophila glabra 'Mingenew Gold'</i> OUTBACK SUNRISE EMU
<i>Lantana montevidensis 'White'</i> WHITE LANTANA
<i>Lantana x 'Dallas Red'</i> DALLAS RED LANTANA
<i>Rosmarinus officinalis 'Prostratus'</i> CREEPING ROSEMARY
<i>Ruellia brittoniana 'Katie'</i> DWARF BLUE BELLS

MISCELLANEOUS

BOTANICAL / COMMON NAME
CONCRETE HEADER
ROCK MULCH 'CARMEL' - ROCK PROs USA (480.591.5151)
'MID IRON' BERMUDA

KEY MAP



RVI

4800 N. Scottsdale Rd., Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

EXPIRES 12/31/25



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

PARADISI - PARCEL C
LANDSCAPE IMPROVEMENT PLANS
SURPRISE, AZ

PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN : TEAM
REVIEWED : SB

REVISIONS

- 1
- 2
- 3
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- 5

PLANTING PLAN

L4.02

SHEET 16 OF 25

LI19002272-SYCAMORE FARM06 - 19002272-LANDSCAPEL CD3-PARCEL C3-SHEET S5272-CD-PARC C-PLANTING PLAN.dwg 3/2/2023 shawn byron

MATCHLINE 'C', SHEET L4.02

MATCHLINE 'B', SHEET L4.01

MATCHLINE 'F', SHEET L4.04

MATCHLINE 'D', SHEET L4.04

MATCHLINE 'E', SHEET L4.05

LANDSCAPE KEYNOTES

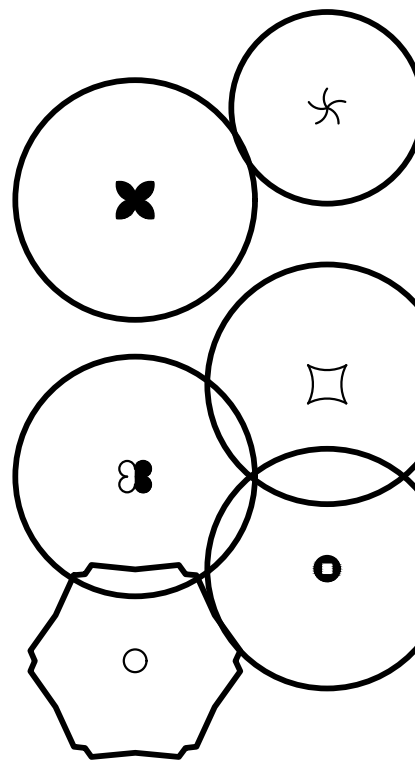
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- IN-LINE COLUMN, REFER TO WALL PLAN
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- RETENTION AREA, REFER TO ENGINEERING PLANS
- SITE LIGHT, REFER TO ELECTRICAL PLANS

- SIDEYARD WALL END. FINAL LOCATION TO BE STAKED AND OR ADJUSTED IN THE FIELD
- CONCRETE HEADER, REFER TO DETAIL 6 / L5.01
- NOT USED
- DRYWELL, REFER TO ENGINEERING PLANS
- RETAINING WALL, SEE CIVIL PLANS
- MAILBOX CLUSTER, TYPE A, REFER TO WALL PLAN
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LANDSCAPE PALETTE



TREES

BOTANICAL / COMMON NAME
<i>Eucalyptus papuana</i> GHOST GUM
<i>Olivea tesota</i> IRONWOOD
<i>Olivea tesota</i> Desert Ironwood
<i>Pistacia x 'Red Push'</i> RED PUSH PISTACHE
<i>Quercus virginiana 'Heritage'</i> HERITAGE SOUTHERN LIVE OAK
<i>Ulmus parvifolia</i> EVERGREEN ELM
<i>Vitex agnus-castus 'Alba'</i> WHITE CHASTE TREE

SHRUBS & ACCENTS

BOTANICAL / COMMON NAME
<i>Caesalpinia pulcherrima</i> RED BIRD OF PARADISE
<i>Dodonaea viscosa</i> HOPSEED BUSH
<i>Dodonaea viscosa 'Purpurea'</i> Purple Leafed Hopseed Bush
<i>Eremophila hygrophana 'Blue Bells'</i> BLUE BELLS EMU BUSH
<i>Eremophila maculata 'Valentine'</i> VALENTINE EMU BUSH
<i>Euphorbia rigida</i> GOPHER PLANT
<i>Hesperaloe funifera</i> GIANT HESPERALOE
<i>Hesperaloe parviflora</i> RED YUCCA
<i>Hesperaloe parviflora 'Perpa'™</i> BRAKELIGHTS RED YUCCA
<i>Hesperaloe parviflora 'Yellow'</i> YELLOW YUCCA
<i>Justicia californica 'Chuperosa'</i> CHUPEROSA
<i>Leucophyllum laevigatum 'Summer Snow'</i> SUMMER SNOW CHIHUAHAN SAGE
<i>Leucophyllum pruinosa 'Sierra Bouquet'™</i> BAROMETERBUSH
<i>Muhlenbergia capillaris 'Regal Mist'</i> REGAL MIST MUHLY
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<i>Muhlenbergia rigens</i> DEER GRASS
<i>Muhlenbergia rigida 'Nashville'</i> NASHVILLE MUHLY
<i>Myrtus communis 'Compacta'</i> DWARF MYRTLE
<i>Pedilanthus bracteatus</i> SLIPPER
<i>Russelia equisetiformis</i> CORAL FOUNTAIN PLANT
<i>Tecoma alata 'Orange Jubilee'</i> ORANGE JUBILEE
<i>Tecoma x 'Sparklette'</i> SPARKLETTE YELLOW BELLS
<i>Vauquelinia californica</i> ARIZONA ROSEWOOD

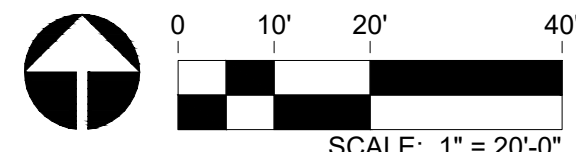
GROUND COVER

BOTANICAL / COMMON NAME
<i>Dalea greggii</i> TRAILING INDIGO BUSH
<i>Eremophila glabra 'Mingenew Gold'</i> OUTBACK SUNRISE EMU
<i>Lantana montevidensis 'White'</i> WHITE LANTANA
<i>Lantana x 'Dallas Red'</i> DALLAS RED LANTANA
<i>Rosmarinus officinalis 'Prostratus'</i> CREEPING ROSEMARY
<i>Ruellia brittoniana 'Katie'</i> DWARF BLUE BELLS

MISCELLANEOUS

BOTANICAL / COMMON NAME
CONCRETE HEADER
ROCK MULCH 'CARMEL' - ROCK PROs USA (480.591.5151)
'MID IRON' BERMUDA

KEY MAP



RVI

4900 N. Scottsdale Rd., Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

EXPIRES 12/31/25



PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

SURPRISE, AZ

PROJECT NO : 19002272
DATE: 03/01/2023
DRAWN: TEAM
REVIEWED: SB

REVISIONS
1
2
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PLANTING PLAN

L4.03

SHEET 17 OF 25

LI19002272-57-CAMORE FARM06-19002272-LANDSCAPE03-CD3-PARCEL C03-SHEET 502272-CD-PARC C-PLANTING PLAN.dwg 3/2/2023 shawn byron

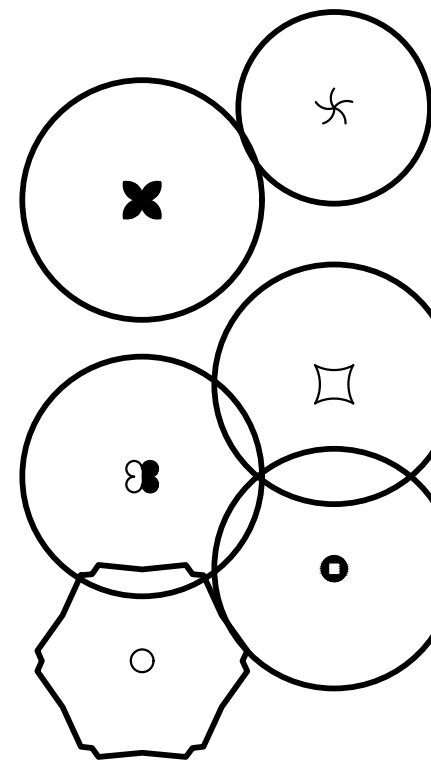
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- 7 THEME WALL, REFER TO WALL PLAN
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- 10 DECORATIVE FENCE, REFER TO WALL PLAN
- 11 IN-LINE COLUMN, REFER TO WALL PLAN
- 12 SECONDARY COLUMN, REFER TO WALL PLAN
- 13 SECONDARY CORNER COLUMN, REFER TO WALL PLAN
- 14 RETENTION AREA, REFER TO ENGINEERING PLANS
- 15 SITE LIGHT, REFER TO ELECTRICAL PLANS
- 16 SIDEYARD WALL END. FINAL LOCATION TO BE STAKED AND OR ADJUSTED IN THE FIELD
- 17 CONCRETE HEADER, REFER TO DETAIL 6 / L5.01
- 18 NOT USED
- 19 DRYWELL, REFER TO ENGINEERING PLANS
- 20 RETAINING WALL, SEE CIVIL PLANS
- 21 MAILBOX CLUSTER, TYPE A, REFER TO WALL PLAN
- 22 MAILBOX CLUSTER, TYPE B, REFER TO WALL PLAN

LANDSCAPE PALETTE



TREES

BOTANICAL / COMMON NAME

- Eucalyptus papuana*
GHOST GUM
- Olivea tesota*
IRONWOOD
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- Pistacia x 'Red Push'*
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HERITAGE SOUTHERN LIVE OAK
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HOPSEED BUSH
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- Ruellia equisetiformis*
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ORANGE JUBILEE
- Tecoma x 'Sparklette'*
SPARKLETTE YELLOW BELLS
- Vauquelinia californica*
ARIZONA ROSEWOOD

GROUND COVER

BOTANICAL / COMMON NAME

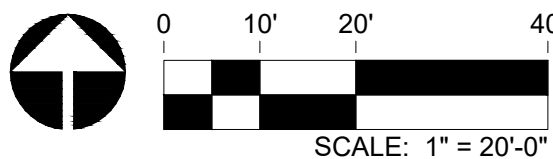
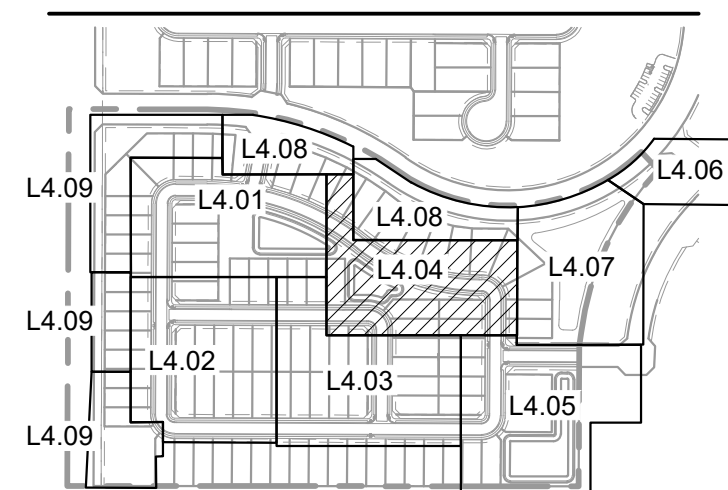
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- Eremophila glabra 'Mingenew Gold'*
OUTBACK SUNRISE EMU
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WHITE LANTANA
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DALLAS RED LANTANA
- Rosmarinus officinalis 'Prostratus'*
CREEPING ROSEMARY
- Ruellia brittoniana 'Katie'*
DWARF BLUE BELLS

MISCELLANEOUS

BOTANICAL / COMMON NAME

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- ROCK MULCH
'CARMEL' - ROCK PROs USA (480.591.5151)
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KEY MAP



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ARIZONA 811
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PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

SURPRISE, AZ

PROJECT NO : 19002272
DATE: 03/01/2023
DRAWN: TEAM
REVIEWED: SB

REVISIONS	
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PLANTING PLAN

L4.04

SHEET 18 OF 25

shawn byron

1600272- SYCAMORE FARMS(6-1900227)-LANDSCAPE(L3-CO-3-PARCEL C03-SHEET L4.03-SHEET L4.04) CD-PARC C-PLANTING PLAN.dwg 3/2/2023

The figure is a detailed landscape plan for Parcel C03, located at the intersection of W Shangri-La Rd, N 169th Dr, N 168th Dr, and W Hope Dr. The plan shows several lots (91, 92, 93, 94, 34, 35, 36, 37, 38) and their surrounding infrastructure. Key features include:

- Streets:** W SHANGRI-LA RD, N 169TH DR, N 168TH DR, and W HOPE DR.
- Landscape Elements:** Various tree symbols (circles with dots or crosses), shrubs, and plantings are distributed throughout the lots. Specific areas are labeled with numbers 1 through 19.
- Infrastructure:** Walls, fences, and columns are indicated by dashed lines and symbols. A "MWD 10' TEMPORARY IRRIGATION EASEMENT" is shown along the bottom edge.
- Matchlines:** The plan is part of a larger set, with matchlines to sheets L4.03, L4.04, L4.07, and L4.08.
- Legend:** A "LANDSCAPE KEYNOTES" section provides definitions for the numbered symbols used in the plan.

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GHOST GUM

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IRONWOOD

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Desert Ironwood

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RED PUSH PISTACHE

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Ulmus parvifolia
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Yucca californica 'Chuperosa'
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DWARF BLUE BELLS

CONCRETE HEADER

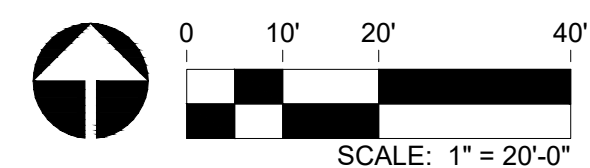
ROCK MULCH
'CARMEL' - ROCK PROs USA (480.591.5151)

'MID IRON' BERMUDA

The diagram illustrates a road network layout. Key segments are labeled as follows:

- L4.01**: A horizontal segment in the upper left.
- L4.02**: A vertical segment on the left side.
- L4.03**: A horizontal segment in the lower middle.
- L4.04**: A horizontal segment in the center.
- L4.05**: A shaded rectangular area at the bottom right.
- L4.06**: A curved segment on the right side.
- L4.07**: A diagonal segment connecting the center to the right.
- L4.08**: Two segments, one horizontal in the upper middle and one diagonal in the center.
- L4.09**: Three vertical segments on the far left side.

The diagram uses different line styles and shading to represent various road types and widths, as detailed in the accompanying text.



Rvi

4900 N. Scottsdale Rd., Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
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L4.05

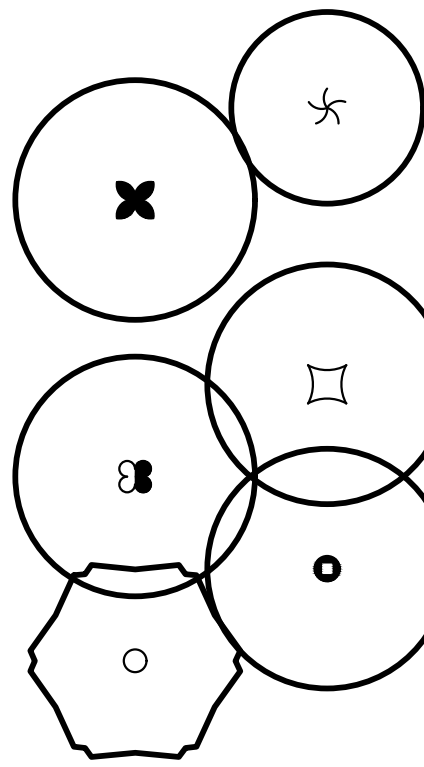
SHEET 19 OF 25



LOCAL STREET LANDSCAPE NOTE

NOTE: ALL LANDSCAPE AND IRRIGATION IN FRONT OF A RESIDENTIAL LOT SHALL BE INSTALLED ONCE THE ENTIRE SIDE OF THE STREET OF HOMES ARE CONSTRUCTED.

LANDSCAPE PALETTE



TREES
BOTANICAL / COMMON NAME
<i>Eucalyptus papuana</i> GHOST GUM
<i>Oleia tesota</i> IRONWOOD
<i>Oleia tesota</i> Desert Ironwood
<i>Pistacia x 'Red Push'</i> RED PUSH PISTACHE
<i>Quercus virginiana 'Heritage'</i> HERITAGE SOUTHERN LIVE OAK
<i>Ulmus parvifolia</i> EVERGREEN ELM
<i>Vitex agnus-castus 'Alba'</i> WHITE CHASTE TREE

SHRUBS & ACCENTS

BOTANICAL / COMMON NAME

<i>Caesalpinia pulcherrima</i> RED BIRD OF PARADISE
<i>Dodonaea viscosa</i> HOPSEED BUSH
<i>Dodonaea viscosa 'Purpurea'</i> Purple Leafed Hopseed Bush
<i>Eremophila hygrophana 'Blue Bells'</i> BLUE BELLS EMU BUSH
<i>Eremophila maculata 'Valentine'</i> VALENTINE EMU BUSH
<i>Euphorbia rigida</i> GOPHER PLANT
<i>Hesperaloe funifera</i> GIANT HESPERALOE
<i>Hesperaloe parviflora</i> RED YUCCA
<i>Hesperaloe parviflora 'Perpa'™</i> BRAKELIGHTS RED YUCCA
<i>Hesperaloe parviflora 'Yellow'</i> YELLOW YUCCA
<i>Justicia californica 'Chuperosa'</i> CHUPEROSA
<i>Leucophyllum laevigatum 'Summer Snow'</i> SUMMER SNOW CHIHUAHAN SAGE
<i>Leucophyllum pruinatum 'Sierra Bouquet'™</i> BAROMETERBUSH
<i>Muhlenbergia capillaris 'Regal Mist'</i> REGAL MIST MUHLY
<i>Muhlenbergia emersleyi 'El Toro'</i> BULLGRASS
<i>Muhlenbergia rigens</i> DEER GRASS
<i>Muhlenbergia rigida 'Nashville'</i> NASHVILLE MUHLY
<i>Myrtus communis 'Compacta'</i> DWARF MYRTLE
<i>Pedilanthus bracteatus</i> SLIPPER
<i>Russelia equisetiformis</i> CORAL FOUNTAIN PLANT
<i>Tecoma aiata 'Orange Jubilee'</i> ORANGE JUBILEE
<i>Tecoma x 'Sparklette'</i> SPARKLETTE YELLOW BELLS
<i>Vauquelinia californica</i> ARIZONA ROSEWOOD

GROUND COVER

BOTANICAL / COMMON NAME

<i>Dalea greggii</i> TRAILING INDIGO BUSH
<i>Eremophila glabra 'Mingenew Gold'</i> OUTBACK SUNRISE EMU
<i>Lantana montevidensis 'White'</i> WHITE LANTANA
<i>Lantana x 'Dallas Red'</i> DALLAS RED LANTANA
<i>Rosmarinus officinalis 'Prostratus'</i> CREEPING ROSEMARY
<i>Ruellia brittoniana 'Katie'</i> DWARF BLUE BELLS

MISCELLANEOUS

BOTANICAL / COMMON NAME

CONCRETE HEADER

ROCK MULCH

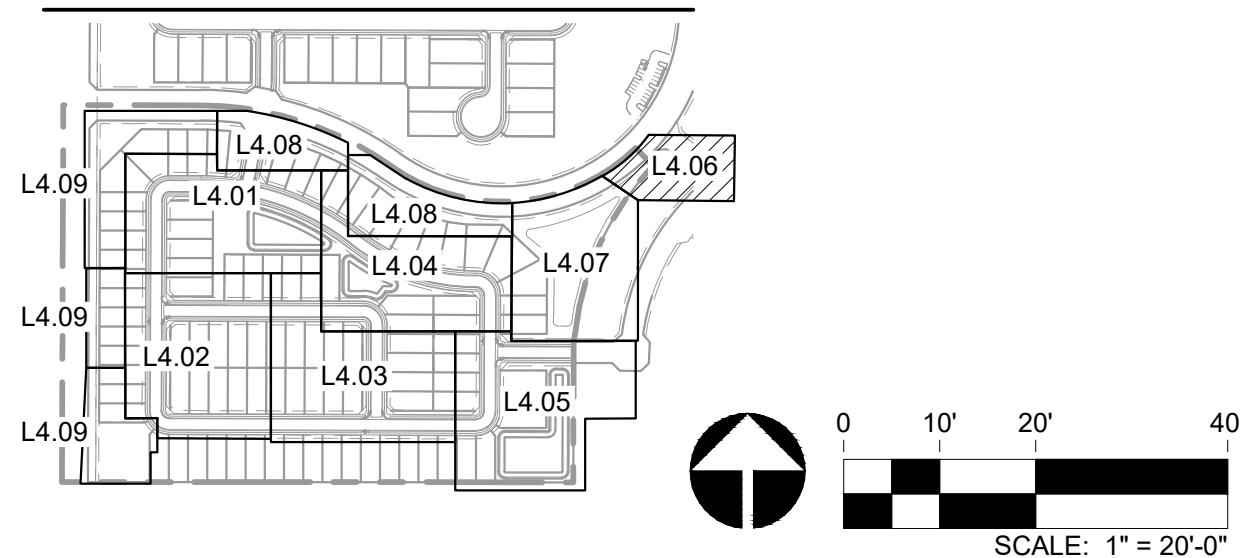
'CARMEL' - ROCK PROs USA (480.591.5151)

'MID IRON' BERMUDA

LANDSCAPE KEYNOTES

- VISIBILITY EASEMENT, ALL TREE LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE MUST BE TRIMMED TO BE ABOVE 84" AND BELOW 30"
- LOCATION OF SIDEWALK, REFER TO ENGINEERING PLANS FOR MORE INFORMATION.
- FIRE HYDRANT - TREES AND SHRUBS TO MAINTAIN A 5'-0" CLEARANCE
- OPEN SPACE SIDEWALK/FLATWORK, REFER TO DETAIL 6 / L3.02
- DRIVEWAY LOCATION FOR REFERENCE ONLY, FINAL LOCATIONS TBD BY DEVELOPER, TYPICAL
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- THEME WALL, REFER TO WALL PLAN
- 8' THEME WALL, REFER TO WALL PLAN
- PARTIAL VIEW WALL, REFER TO WALL PLAN
- DECORATIVE FENCE, REFER TO WALL PLAN
- IN-LINE COLUMN, REFER TO WALL PLAN
- SECONDARY COLUMN, REFER TO WALL PLAN
- SECONDARY CORNER COLUMN, REFER TO WALL PLAN
- RETENTION AREA, REFER TO ENGINEERING PLANS
- SITE LIGHT, REFER TO ELECTRICAL PLANS
- SIDEYARD WALL END. FINAL LOCATION TO BE STAKED AND OR ADJUSTED IN THE FIELD
- CONCRETE HEADER, REFER TO DETAIL 6 / L5.01
- NOT USED
- DRYWELL, REFER TO ENGINEERING PLANS
- RETAINING WALL, SEE CIVIL PLANS
- MAILBOX CLUSTER, TYPE A, REFER TO WALL PLAN
- MAILBOX CLUSTER, TYPE B, REFER TO WALL PLAN

KEY MAP



EXPIRES 12/31/25



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PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

SURPRISE, AZ

PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN : TEAM
REVIEWED : SB

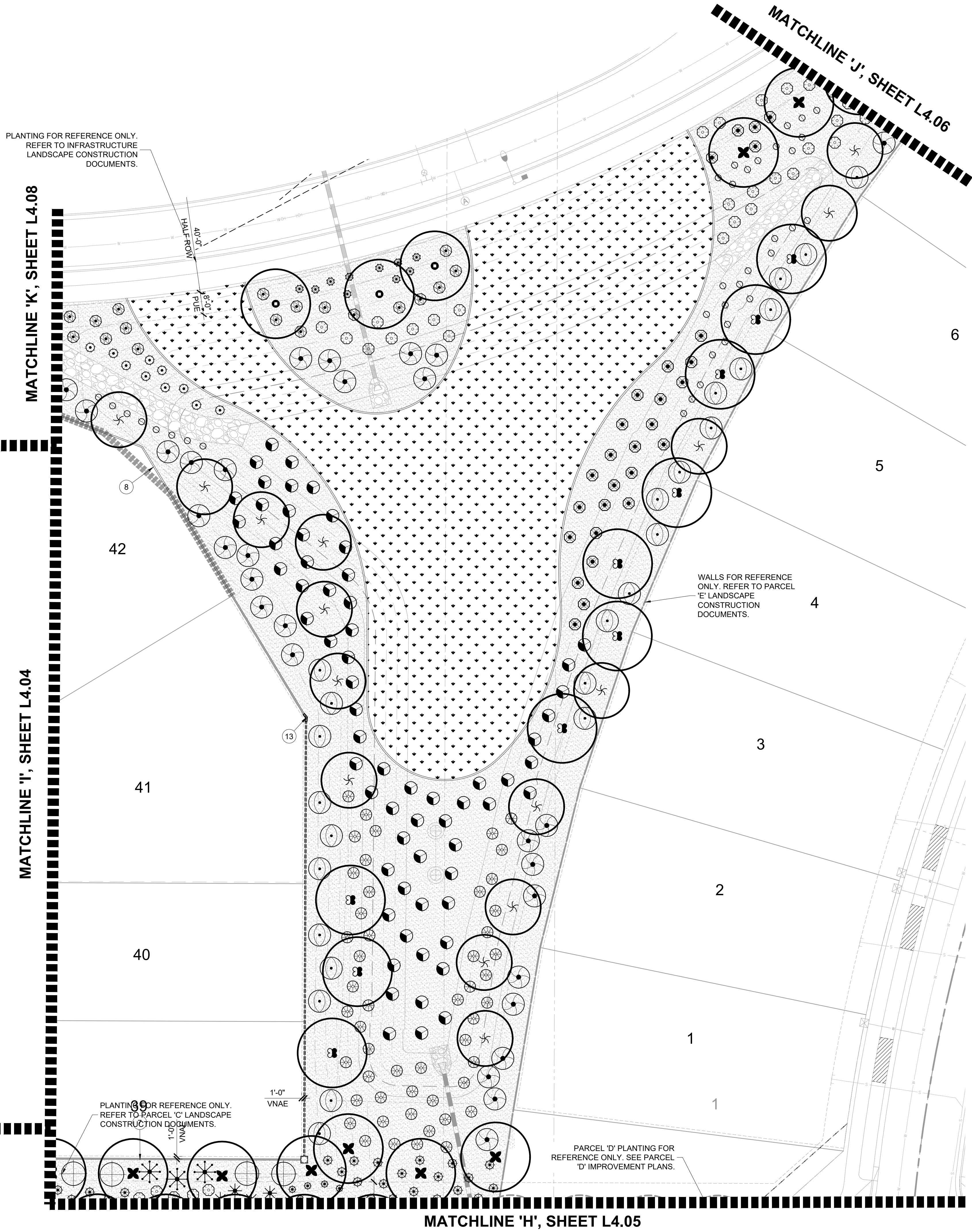
REVISIONS
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PLANTING PLAN

L4.06

SHEET 20 OF 25

LI19002272-51/CAMORE FARM56 - 19002272/LANDSCAPE5 CD3-PARCEL C3-SHEET 5/2272-CD-PARC C-PLANTING PLAN.dwg 3/2/2023 shawn byron



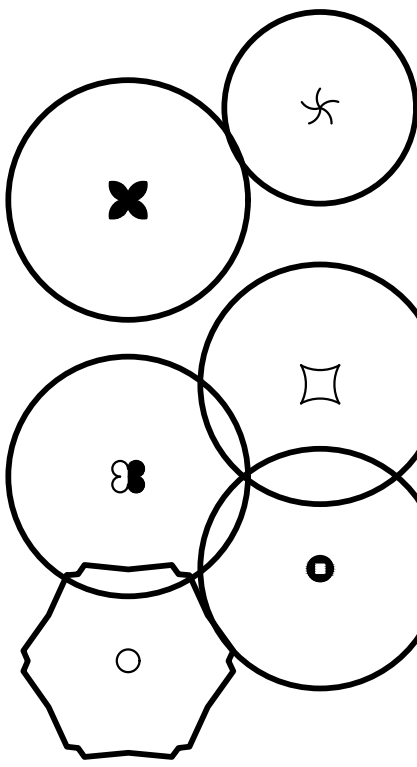
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- MAILBOX CLUSTER, TYPE B, REFER TO WALL PLAN

LANDSCAPE PALETTE



TREES
BOTANICAL / COMMON NAME
<i>Eucalyptus papuana</i> GHOST GUM
<i>Olneya tesota</i> IRONWOOD
<i>Olneya tesota</i> Desert Ironwood
<i>Pistacia x 'Red Push'</i> RED PUSH PISTACHE
<i>Quercus virginiana 'Heritage'</i> HERITAGE SOUTHERN LIVE OAK
<i>Ulmus parvifolia</i> EVERGREEN ELM
<i>Vitex agnus-castus 'Alba'</i> WHITE CHASTE TREE

SHRUBS & ACCENTS

BOTANICAL / COMMON NAME

<i>Caesalpinia pulcherrima</i> RED BIRD OF PARADISE
<i>Dodonaea viscosa</i> HOPSEED BUSH
<i>Dodonaea viscosa 'Purpurea'</i> Purple Leafed Hopseed Bush
<i>Eremophila hygrophana 'Blue Bells'</i> BLUE BELLS EMU BUSH
<i>Eremophila maculata 'Valentine'</i> VALENTINE EMU BUSH
<i>Euphorbia rigida</i> GOPHER PLANT
<i>Hesperaloe funifera</i> GIANT HESPERALOE
<i>Hesperaloe parviflora</i> RED YUCCA
<i>Hesperaloe parviflora 'Perpa'™</i> BRAKELIGHTS RED YUCCA
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<i>Tecoma x 'Sparklette'</i> SPARKLETTE YELLOW BELLS
<i>Vauquelinia californica</i> ARIZONA ROSEWOOD

GROUND COVER

BOTANICAL / COMMON NAME

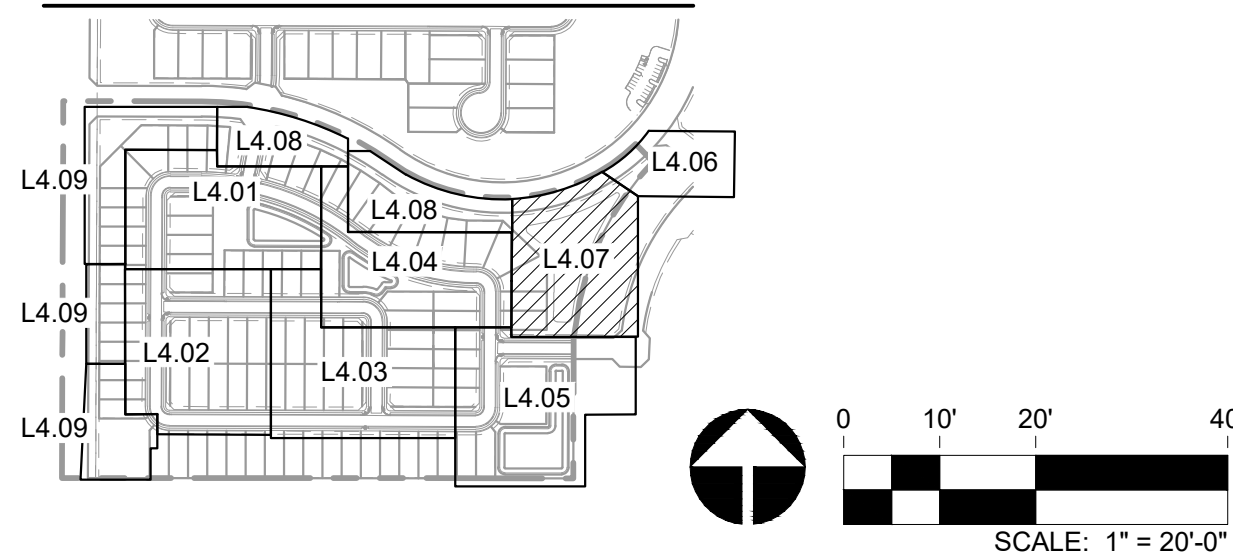
<i>Dalea greggii</i> TRAILING INDIGO BUSH
<i>Eremophila glabra 'Mingenew Gold'</i> OUTBACK SUNRISE EMU
<i>Lantana montevidensis 'White'</i> WHITE LANTANA
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<i>Rosmarinus officinalis 'Prostratus'</i> CREEPING ROSEMARY
<i>Ruellia brittoniana 'Katie'</i> DWARF BLUE BELLS

MISCELLANEOUS

BOTANICAL / COMMON NAME

CONCRETE HEADER
ROCK MULCH 'CARMEL' - ROCK PROs USA (480.591.5151)
'MID IRON' BERMUDA

KEY MAP



RVI

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Scottsdale, Arizona 85251
Tel: 480.994.0994
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EXPIRES 12/31/25



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Call 811 or click Arizona811.com

PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

SURPRISE, AZ

PROJECT NO: 19002272
DATE: 03/01/2023
DRAWN: TEAM
REVIEWED: SB

REVISIONS
1
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4
5

PLANTING PLAN

L4.07

SHEET 21 OF 25

NOTE: ALL LANDSCAPE AND IRRIGATION IN FRONT OF A RESIDENTIAL LOT SHALL BE INSTALLED ONCE THE ENTIRE SIDE OF THE STREET OF HOMES ARE CONSTRUCTED.

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- 3 FIRE HYDRANT - TREES AND SHRUBS TO MAINTAIN A 5'-0" CLEARANCE
- 4 OPEN SPACE SIDEWALK/PLATWORK, REFER TO DETAIL 6 / L3.02
- 5 DRIVEWAY LOCATION FOR REFERENCE ONLY, FINAL LOCATIONS TBD BY DEVELOPER, TYPICAL
- 6 ENTRY MONUMENT, REFER TO WALL PLAN
- 7 THEME WALL, REFER TO WALL PLAN
- 8 8' THEME WALL, REFER TO WALL PLAN
- 9 PARTIAL VIEW WALL, REFER TO WALL PLAN
- 10 DECORATIVE FENCE, REFER TO WALL PLAN
- 11 IN-LINE COLUMN, REFER TO WALL PLAN
- 12 SECONDARY COLUMN, REFER TO WALL PLAN
- 13 SECONDARY CORNER COLUMN, REFER TO WALL PLAN
- 14 RETENTION AREA, REFER TO ENGINEERING PLANS
- 15 SITE LIGHT, REFER TO ELECTRICAL PLANS
- 16 SIDEYARD WALL END. FINAL LOCATION TO BE STAKED AND OR ADJUSTED IN THE FIELD
- 17 CONCRETE HEADER, REFER TO DETAIL 6 / L5.01
- 18 NOT USED
- 19 DRYWELL, REFER TO ENGINEERING PLANS
- 20 RETAINING WALL, SEE CIVIL PLANS
- 21 MAILBOX CLUSTER, TYPE A, REFER TO WALL PLAN
- 22 MAILBOX CLUSTER, TYPE B, REFER TO WALL PLAN

	TREES BOTANICAL / COMMON NAME <i>Eucalyptus papuana</i> GHOST GUM <i>Oleina tesota</i> DESERT IRONWOOD <i>Oleina tesota</i> Desert Ironwood <i>Pistacia x 'Red Push'</i> RED PUSH PISTACHE <i>Quercus virginiana 'Heritage'</i> HERITAGE SOUTHERN LIVE OAK <i>Ulmus parvifolia</i> EVERGREEN ELM <i>Vitex agnus-castus 'Alba'</i> WHITE CHASTE TREE
	SHRUBS & ACCENTS BOTANICAL / COMMON NAME <i>Caesalpinia pulcherrima</i> RED BIRD OF PARADISE <i>Dodonaea viscosa</i> HOPSEED BUSH <i>Dodonaea viscosa 'Purpurea'</i> Purple Leafed Hopseed Bush <i>Eremophila hygrophana 'Blue Bells'</i> BLUE BELLS EMU BUSH <i>Eremophila maculata 'Valentine'</i> VALENTINE EMU BUSH <i>Euphorbia rigida</i> GOPHER PLANT <i>Hesperaloe funifera</i> GIANT HESPERALOE <i>Hesperaloe parviflora</i> RED YUCCA <i>Hesperaloe parviflora 'Perpa'™</i> BRAKELIGHTS RED YUCCA <i>Hesperaloe parviflora 'Yellow'</i> YELLOW YUCCA <i>Justicia californica 'Chuperosa'</i> CHUPEROSA <i>Leucophyllum laevigatum 'Summer Snow'</i> SUMMER SNOW CHIHUAHAN SAGE <i>Leucophyllum pruinosum 'Sierra Bouquet'™</i> BAROMETERBUSH <i>Muhlenbergia capillaris 'Regal Mist'</i> REGAL MIST MUHLY <i>Muhlenbergia emersleyi 'El Toro'</i> BULLGRASS <i>Muhlenbergia rigens</i> DEER GRASS <i>Muhlenbergia rigida 'Nashville'</i> NASHVILLE MUHLY <i>Myrtus communis 'Compacta'</i> DWARF MYRTLE <i>Pedilanthus bracteatus</i> SLIPPER <i>Russelia equisetiformis</i> CORAL FOUNTAIN PLANT <i>Tecoma alata 'Orange Jubilee'</i> ORANGE JUBILEE <i>Tecoma x 'Sparklette'</i> SPARKLETTE YELLOW BELLS <i>Vauquelinia californica</i> ARIZONA ROSEWOOD
	GROUND COVER BOTANICAL / COMMON NAME <i>Dalea greggii</i> TRAILING INDIGO BUSH <i>Eremophila glabra 'Mingenew Gold'</i> OUTBACK SUNRISE EMU <i>Lantana montevidensis 'White'</i> WHITE LANTANA <i>Lantana x 'Dallas Red'</i> DALLAS RED LANTANA <i>Rosmarinus officinalis 'Prostratus'</i> CREEPING ROSEMARY <i>Ruellia brittoniana 'Katie'</i> DWARF BLUE BELLS
	MISCELLANEOUS BOTANICAL / COMMON NAME CONCRETE HEADER ROCK MULCH 'CARMEI' - ROCK PRO'S USA (480.591.5151) 'MID IRON' BERMUDA

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Scottsdale, Arizona 85251
Tel: 480.994.0994
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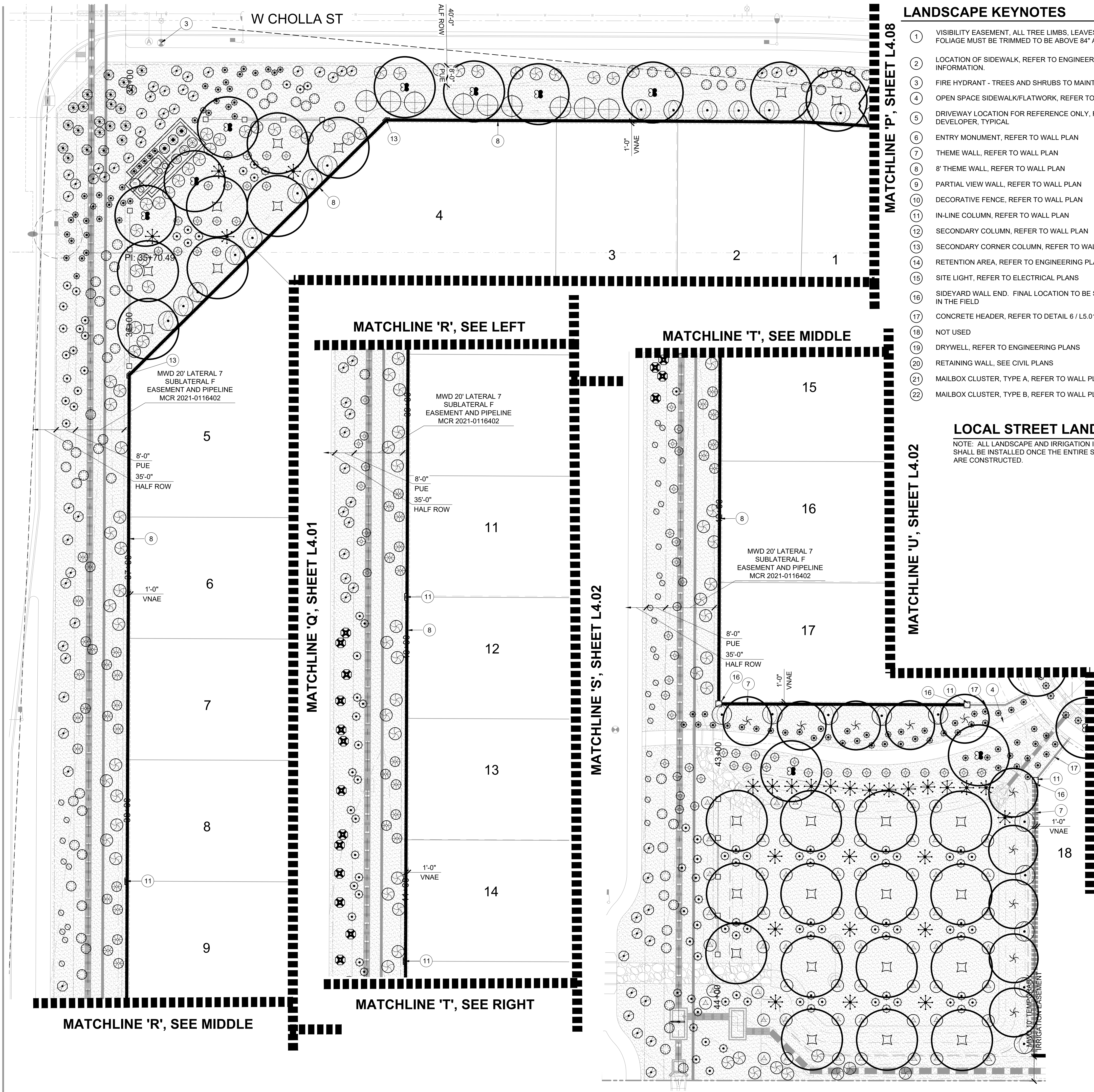
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VN: TEA
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PLANTING PLAN

HEET 22 OF 25

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L:\19002272-SYCAMORE FARMS\6-19002272-LANDSCAPE\3-CD\3-PARCEL C\3-SHEETS\2272-CD-PARC C-PLANTING PLAN.dwg 3/2/2023 shawn byron



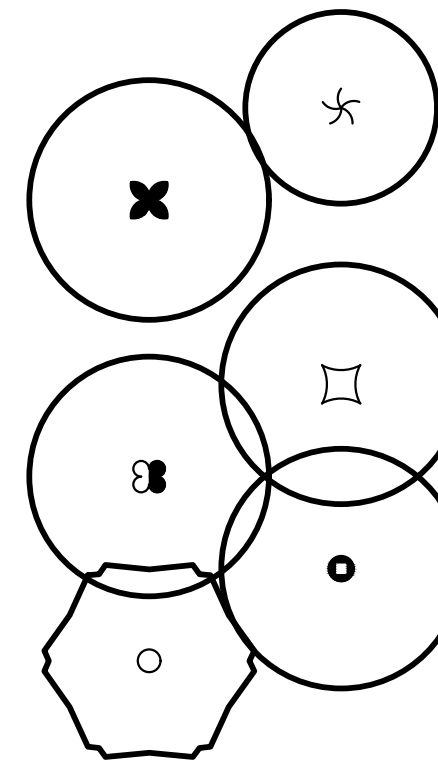
LANDSCAPE KEYNOTES

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- OPEN SPACE SIDEWALK/FLATWORK, REFER TO DETAIL 6 / L3.02
- DRIVEWAY LOCATION FOR REFERENCE ONLY, FINAL LOCATIONS TBD BY DEVELOPER, TYPICAL
- ENTRY MONUMENT, REFER TO WALL PLAN
- THEME WALL, REFER TO WALL PLAN
- 8' THEME WALL, REFER TO WALL PLAN
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- CONCRETE HEADER, REFER TO DETAIL 6 / L5.01
- NOT USED
- DRYWELL, REFER TO ENGINEERING PLANS
- RETAINING WALL, SEE CIVIL PLANS
- MAILBOX CLUSTER, TYPE A, REFER TO WALL PLAN
- MAILBOX CLUSTER, TYPE B, REFER TO WALL PLAN

LOCAL STREET LANDSCAPE NOTE

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LANDSCAPE PALETTE



TREES

BOTANICAL / COMMON NAME

- Eucalyptus parvula*
GHOST GUM
- Olneya tesota*
IRONWOOD
- Olneya tesota*
Desert Ironwood
- Pistacia x 'Red Push'*
RED PUSH PISTACHE
- Quercus virginiana 'Heritage'*
HERITAGE SOUTHERN LIVE OAK
- Ulmus parvifolia*
EVERGREEN ELM
- Vitex agnus-castus 'Alba'*
WHITE CHASTE TREE

SHRUBS & ACCENTS

BOTANICAL / COMMON NAME

- Caesalpinia pulcherrima*
RED BIRD OF PARADISE
- Dodonaea viscosa*
HOPSEED BUSH
- Dodonaea viscosa 'Purpurea'*
Purple Leaved Hopseed Bush
- Eremophila hygrophana 'Blue Bells'*
BLUE BELLS EMU BUSH
- Eremophila maculata 'Valentine'*
VALENTINE EMU BUSH
- Euphorbia rigida*
GOPHER PLANT
- Hesperaloe funifera*
GIANT HESPERALOE
- Hesperaloe parviflora*
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ORANGE JUBILEE
- Tecoma x 'Sparklette'*
SPARKLETTE YELLOW BELLS
- Vauquelinia californica*
ARIZONA ROSEWOOD

GROUND COVER

BOTANICAL / COMMON NAME

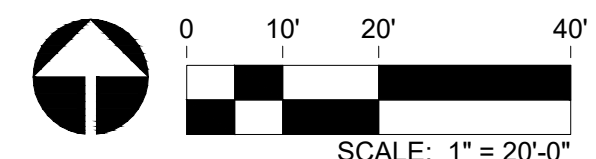
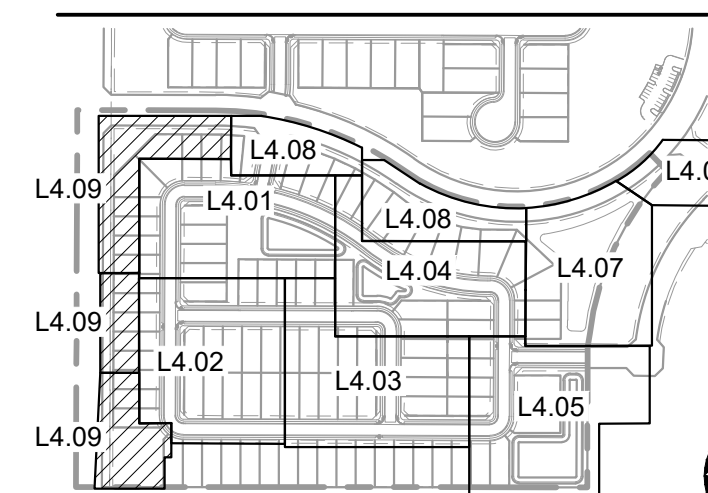
- Dalea greggii*
TRAILING INDIGO BUSH
- Eremophila glabra 'Mingenew Gold'*
OUTBACK SUNRISE EMU
- Lantana montevidensis 'White'*
WHITE LANTANA
- Lantana x 'Dallas Red'*
DALLAS RED LANTANA
- Rosmarinus officinalis 'Prostratus'*
CREEPING ROSEMARY
- Ruellia brittoniana 'Katie'*
DWARF BLUE BELLS

MISCELLANEOUS

BOTANICAL / COMMON NAME

- CONCRETE HEADER
- ROCK MULCH
'CARMEL' - ROCK PROS USA (480.591.5151)
- 'MID IRON' BERMUDA

KEY MAP



RVI
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EXPIRES 12/31/25



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PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

SURPRISE, AZ

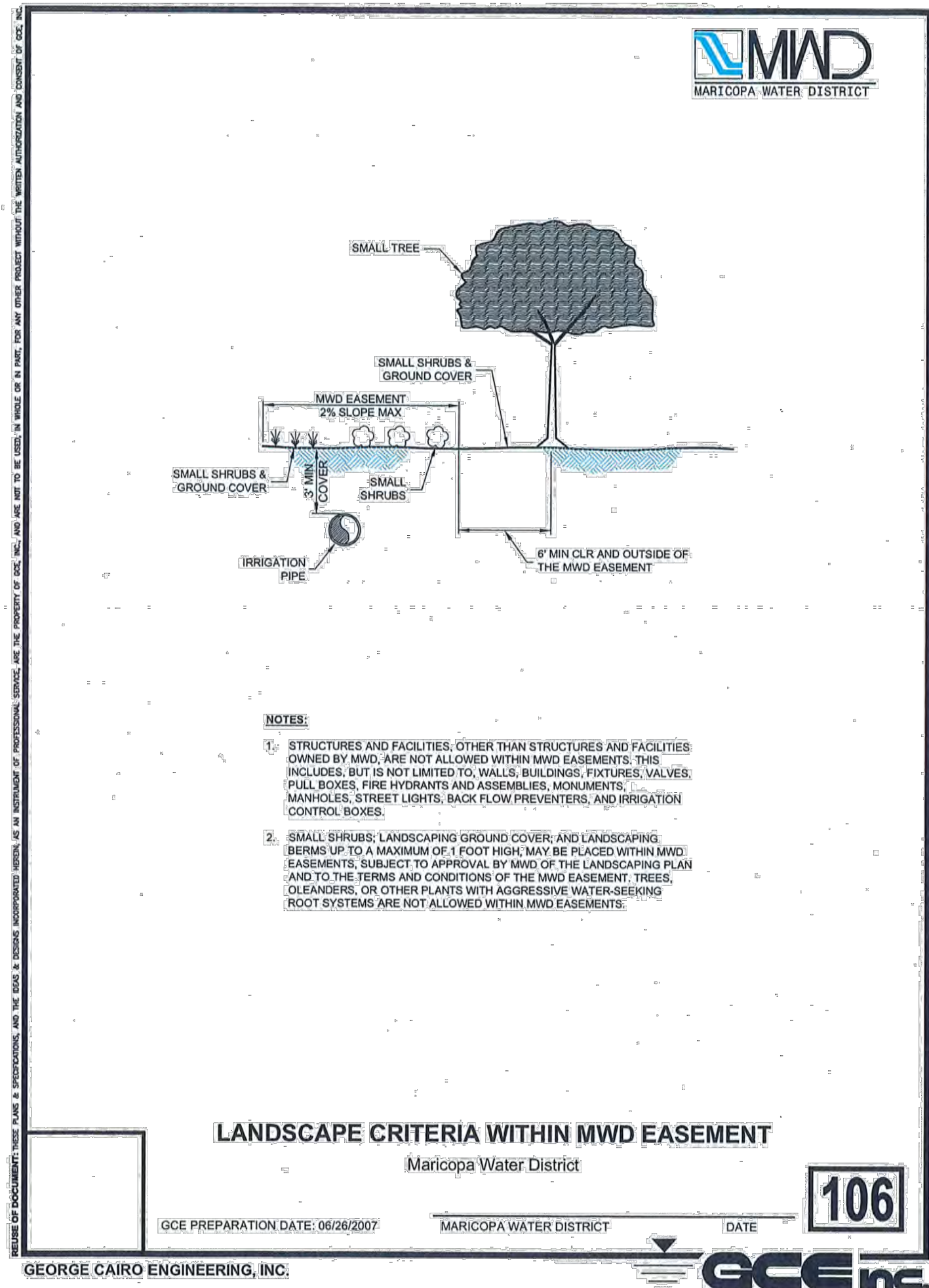
PROJECT NO : 19002272
DATE: 03/01/2023
DRAWN: TEAM
REVIEWED: SB

REVISIONS	
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PLANTING PLAN

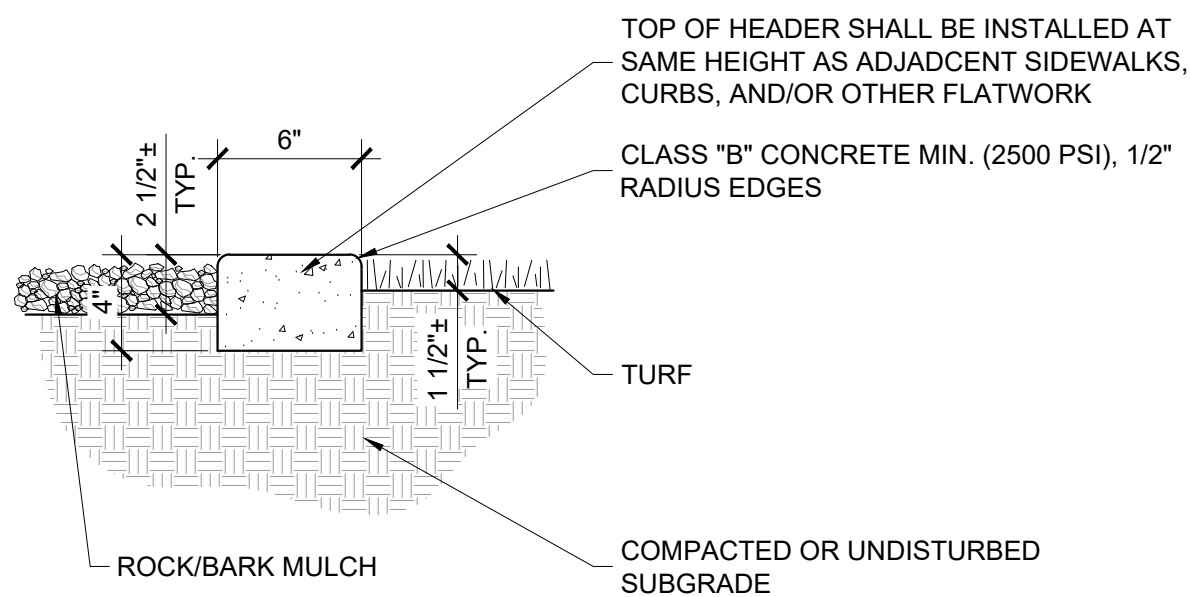
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SHEET 23 OF 25

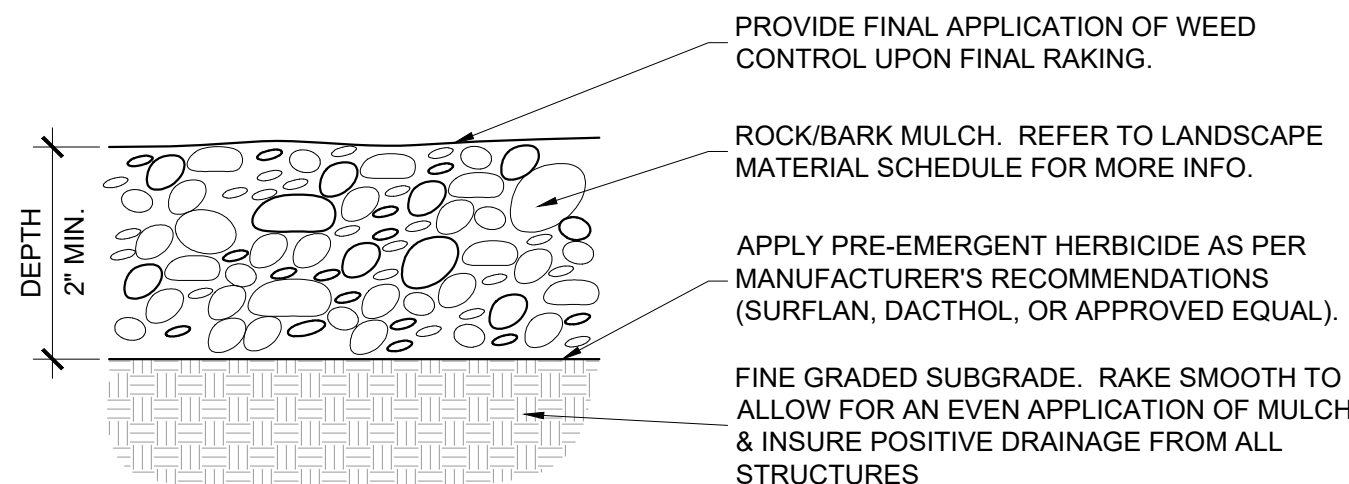


7 LANDSCAPE CRITERIA WITHIN MWD EASEMENT
SCALE: NTS

- NOTE:**
- Primary control joints occur at 10'-0" o.c. Expansion joints to occur at a max. spacing of 30'-0" & between all adjacent concrete surfaces.
 - Landscape contractor to show layout of header w/ marking paint or 1/2" pvc tubing for owner approval prior to initial pour.
 - All curved headers shall be smooth, continuous transitions w/ a uniform width as noted on plans.
 - All curbing & headers shall not impede onsite drainage flows. Should this occur, provide swale depressions as required.

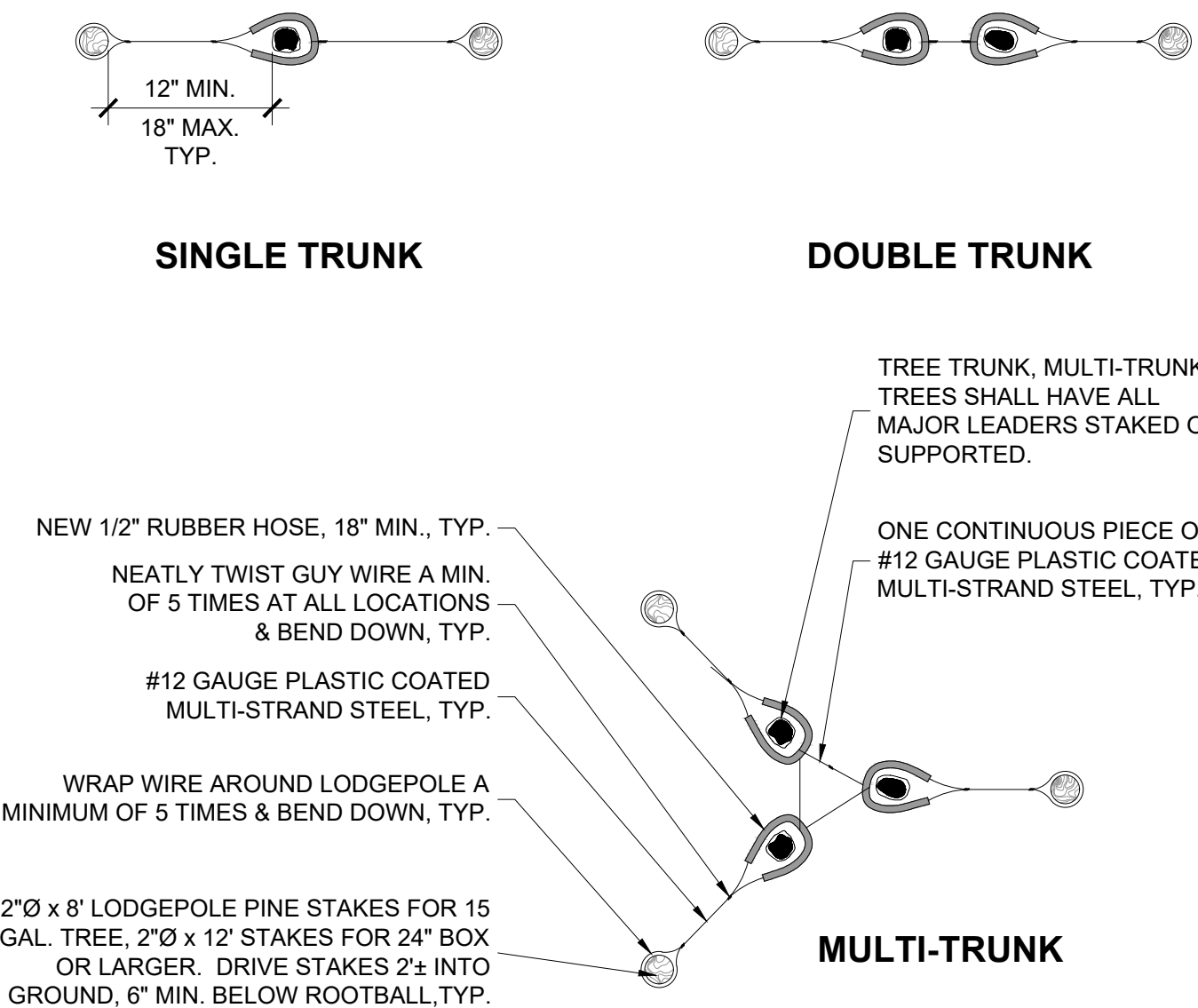


6 6" x 4" EXTRUDED CONCRETE HEADER
SCALE: NTS

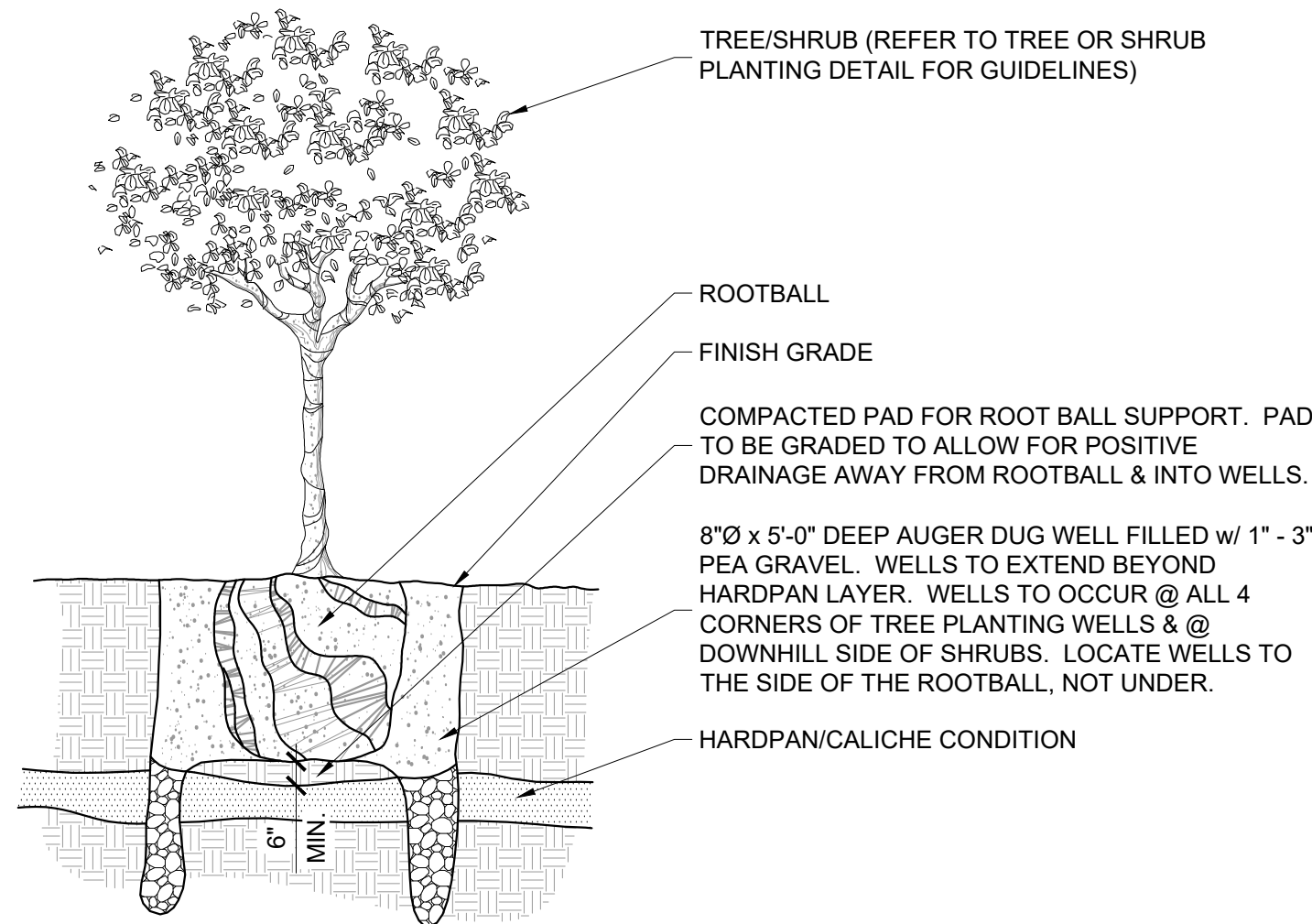


- NOTE:**
- The finish grade of landscape areas receiving rock/bark mulch must be graded 2-1/2" below concrete or other adjacent paved surfaces prior to installation of the mulch.
 - Contractor to provide rock/bark mulch sample to owner prior to installation for approval.
 - Contractor to be responsible for any variation from approved mulch.
 - Contractor to provide two separate applications of pre-emergent. DO NOT APPLY PRE-EMERGENT IN AREAS TO BE HYDROSEEDDED.

5 ROCK / BARK MULCH
SCALE: NTS

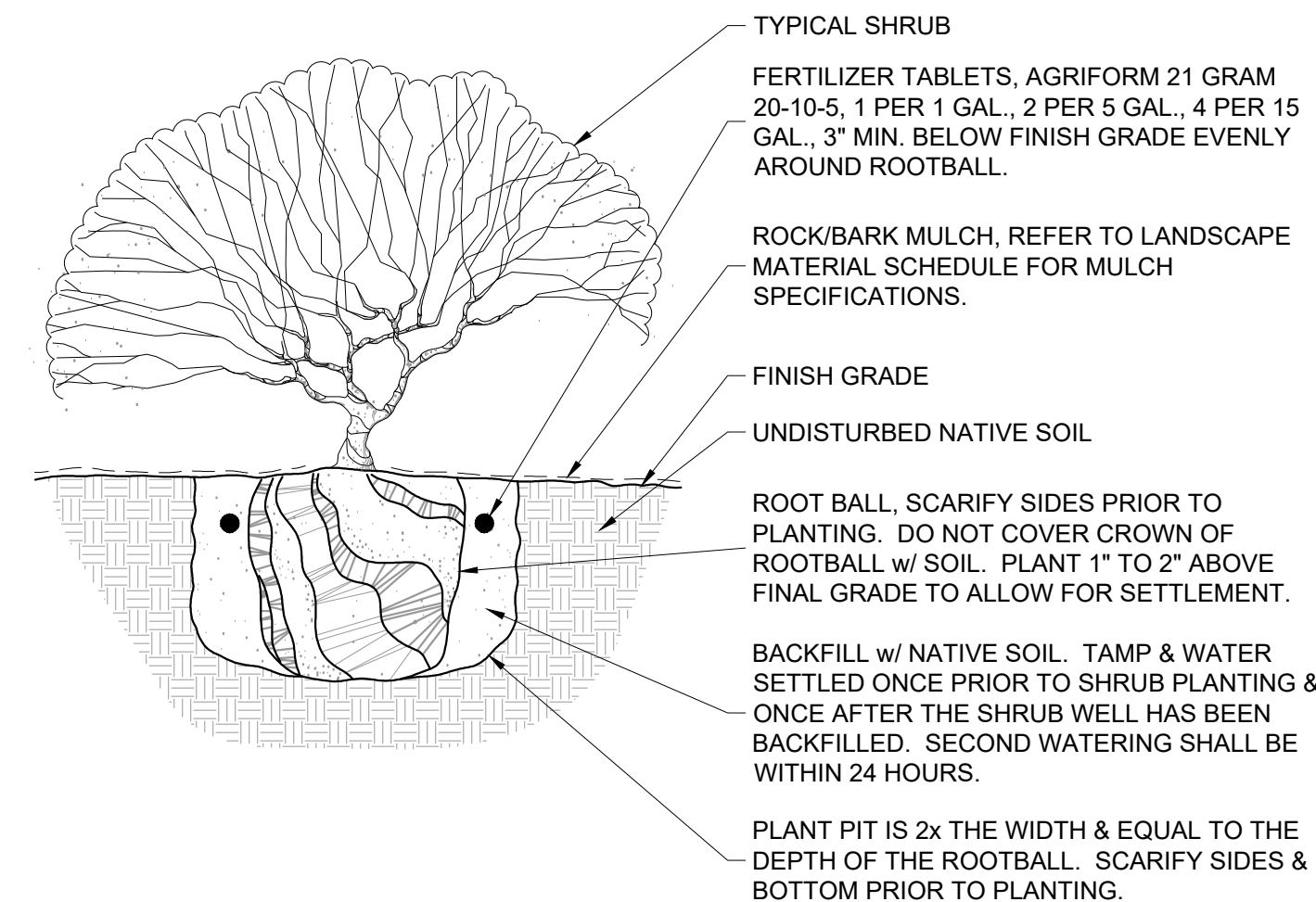


4 TREE STAKING
SCALE: NTS

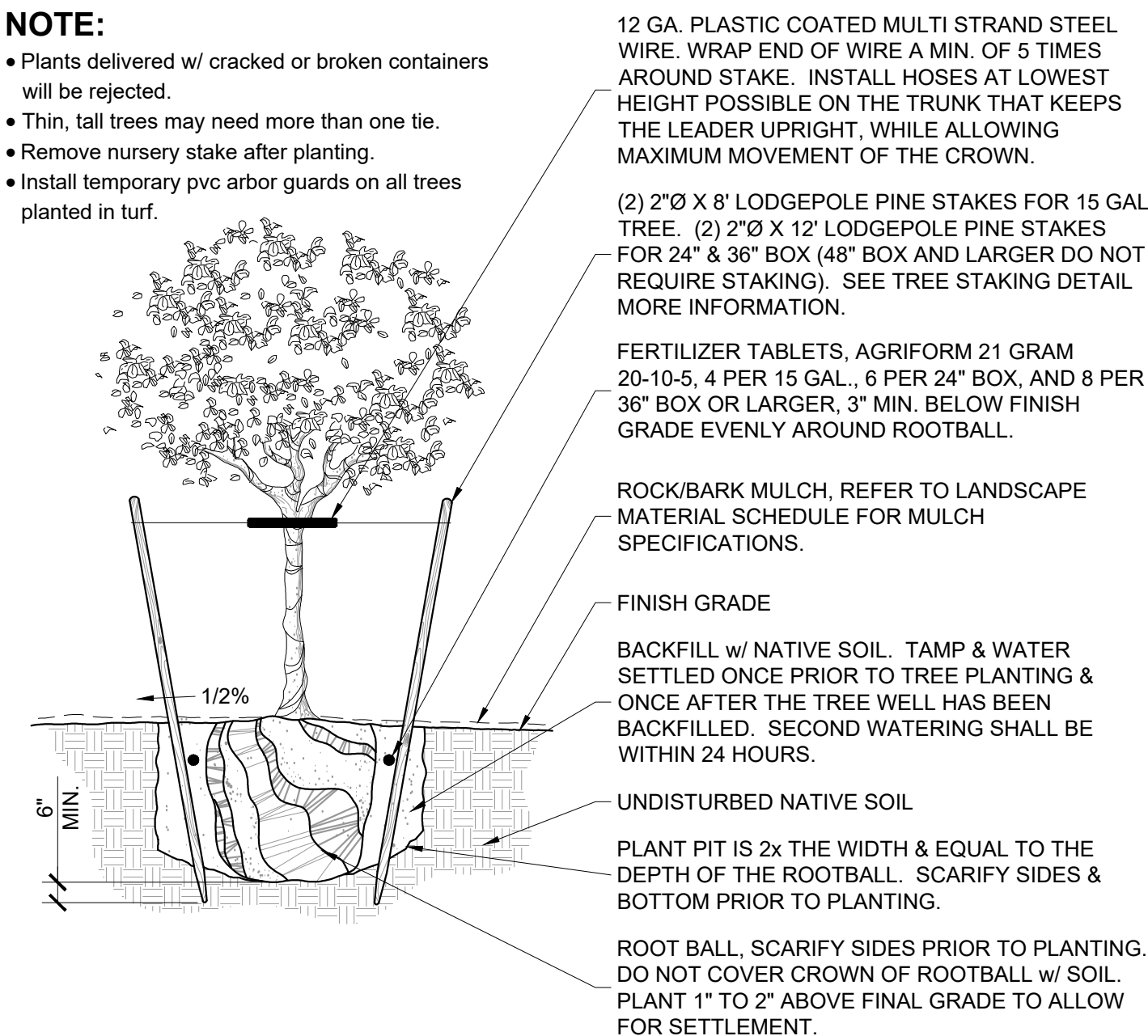


- NOTE**
- Test all planting wells prior to planting. Fill all wells with water and modify all wells that do not completely drain within 24 hours.
 - It shall be the responsibility of the contractor to review the site prior to bidding for soil conditions. No change orders will be processed for hard dig conditions after acceptance of bid.

3 PLANTING IN HARDPAN
SCALE: NTS



2 SHRUB PLANTING
SCALE: NTS



1 TREE PLANTING
SCALE: NTS

EXPIRES 12/31/25



PARADISI - PARCEL C

LANDSCAPE IMPROVEMENT PLANS

SURPRISE, AZ

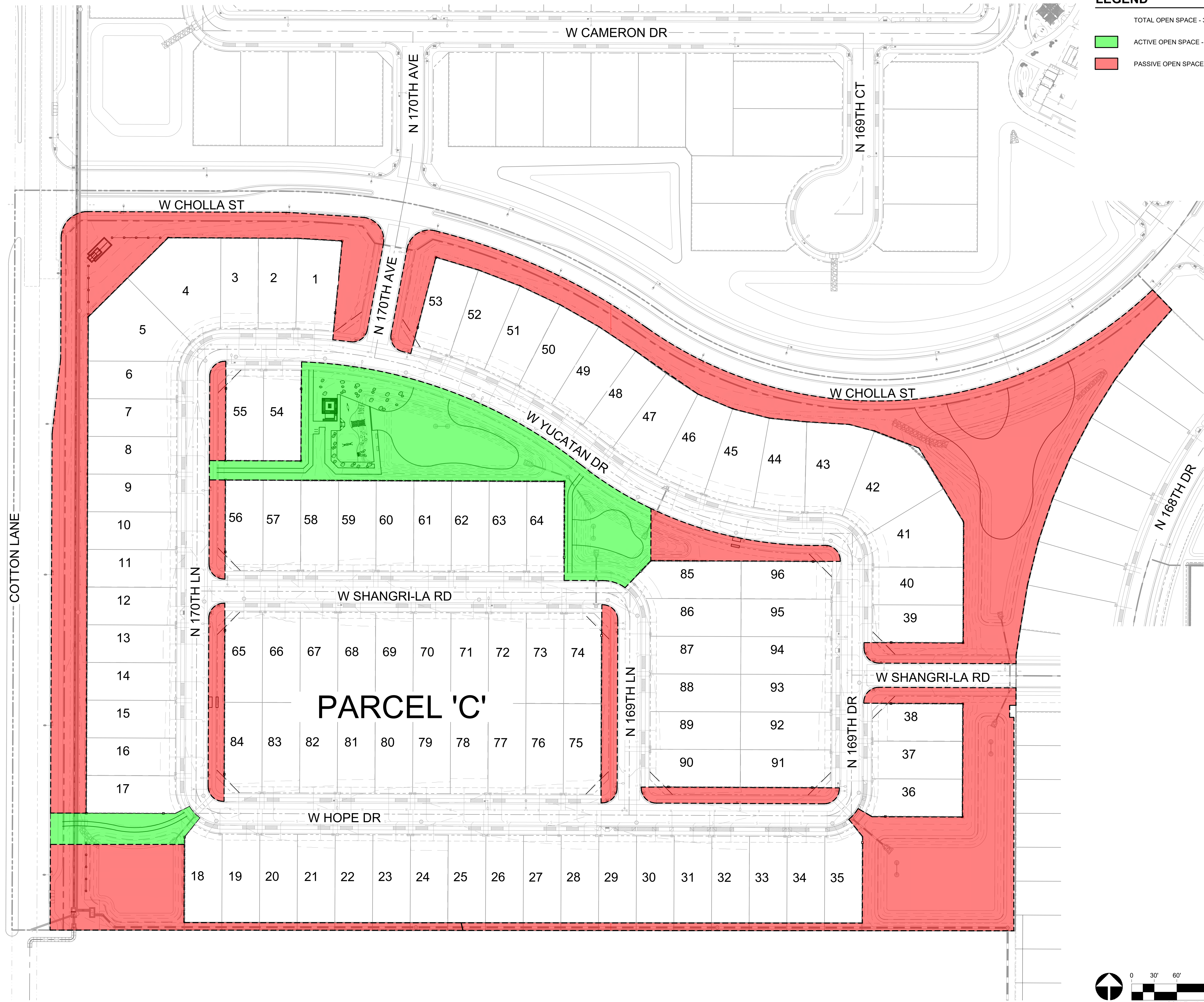
PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN : TEAM
REVIEWED : SB

REVISIONS	
1	
2	
3	
4	
5	

PLANTING DETAILS

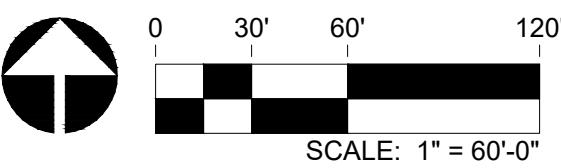
L5.01

LI19002272-2 SYCAMORE PARK-56-19002272-2 LANDSCAPE-CD3-PARCEL C-3 SHEET FS22-117-3D-PARCEL C-OPEN SPACE PLAN.dwg 3/22/2023 shawn byron



LEGEND

- TOTAL OPEN SPACE - 325,457 SQ. FT.
- ACTIVE OPEN SPACE - 66,670 SQ. FT. (20%)
- PASSIVE OPEN SPACE - 258,787 SQ. FT. (80%)



PARADISI - PARCEL C
LANDSCAPE IMPROVEMENT PLANS
SURPRISE, AZ

PROJECT NO : 19002272
DATE : 03/01/2023
DRAWN: TEAM
REVIEWED: SB

REVISIONS	
1	
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OPEN SPACE
PLAN

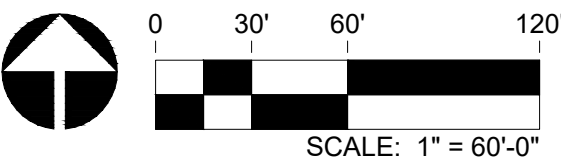
L6.00

L:\19002272\SYCAMORE PARK\56-19002272\LANDSCAPE\CD\3-PARCEL C\3-SHEET\5272-CD-PARCEL C-OPEN SPACE PLAN.dwg 3/22/2023 shawn byron



LEGEND

- TOTAL OPEN SPACE - 325,457 SQ. FT.
- ACTIVE OPEN SPACE - 66,670 SQ. FT. (20%)
- PASSIVE OPEN SPACE - 258,787 SQ. FT. (80%)



PARADISI - PARCEL C
LANDSCAPE IMPROVEMENT PLANS
SURPRISE, AZ

PROJECT NO.: 19002272
DATE: 03/01/2023
DRAWN: TEAM
REVIEWED: SB

REVISIONS	
1	
2	
3	
4	
5	

OPEN SPACE
PLAN

L6.00



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

26 November 2019

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon St.
Luke AFB AZ 85309-1629

Ms. Lorraine Nevarez
Planning Project Coordinator
16000 North Civic Center Plaza
Surprise AZ 85374

Re: FS19-787; Sycamore Farms PAD Rezone (APN: 501-07-007, 501-10-001)

Dear Ms. Nevarez

Thank you for the opportunity to provide comments on Sycamore Farms PAD Rezone. The site sits on 231 acres of land located near the southwest corner of Loop 303 Freeway and Cactus Road in Surprise AZ. This proposed development is for 845 lots. The site is approximately 1 miles outside Luke AFB 1988 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. This project with a density of 3.65 du/ac falls within these guidelines and will not negatively impact the flying operations at Luke AFB.

If approved, Sycamore Farms PAD Rezone will be located within the "territory in the vicinity of a military airport," and will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant would be essential to inform potential residents about Luke AFB operations.

If you have any questions, please contact my Community Planner, Mr. Reggie Christianson at (623) 856-9981.

Sincerely

JAMES R. MITCHELL

cc:

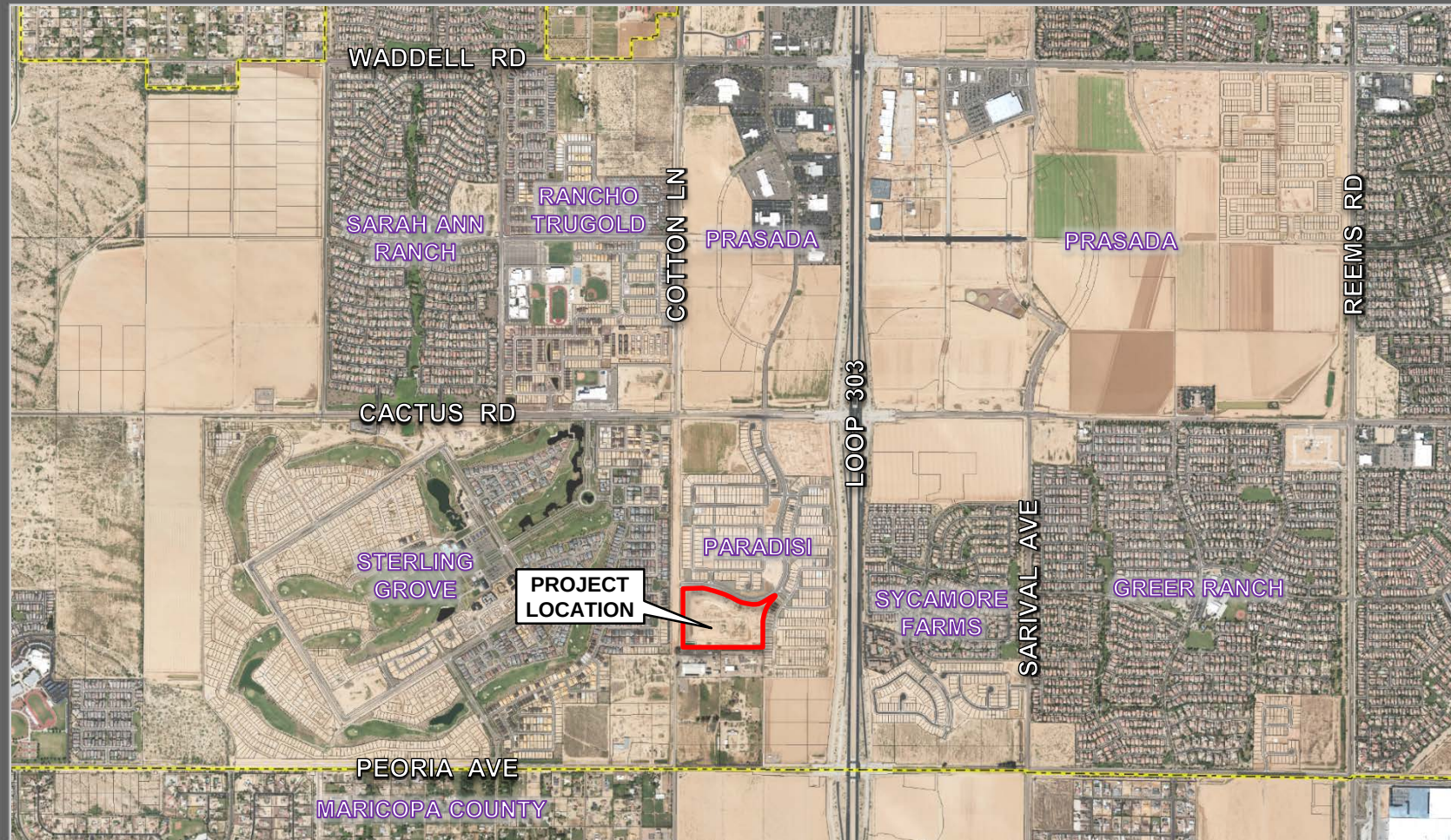
Colonel Scott W. Walker, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Allen, GS-13, General and Environmental Law Attorney, 56th Fighter Wing



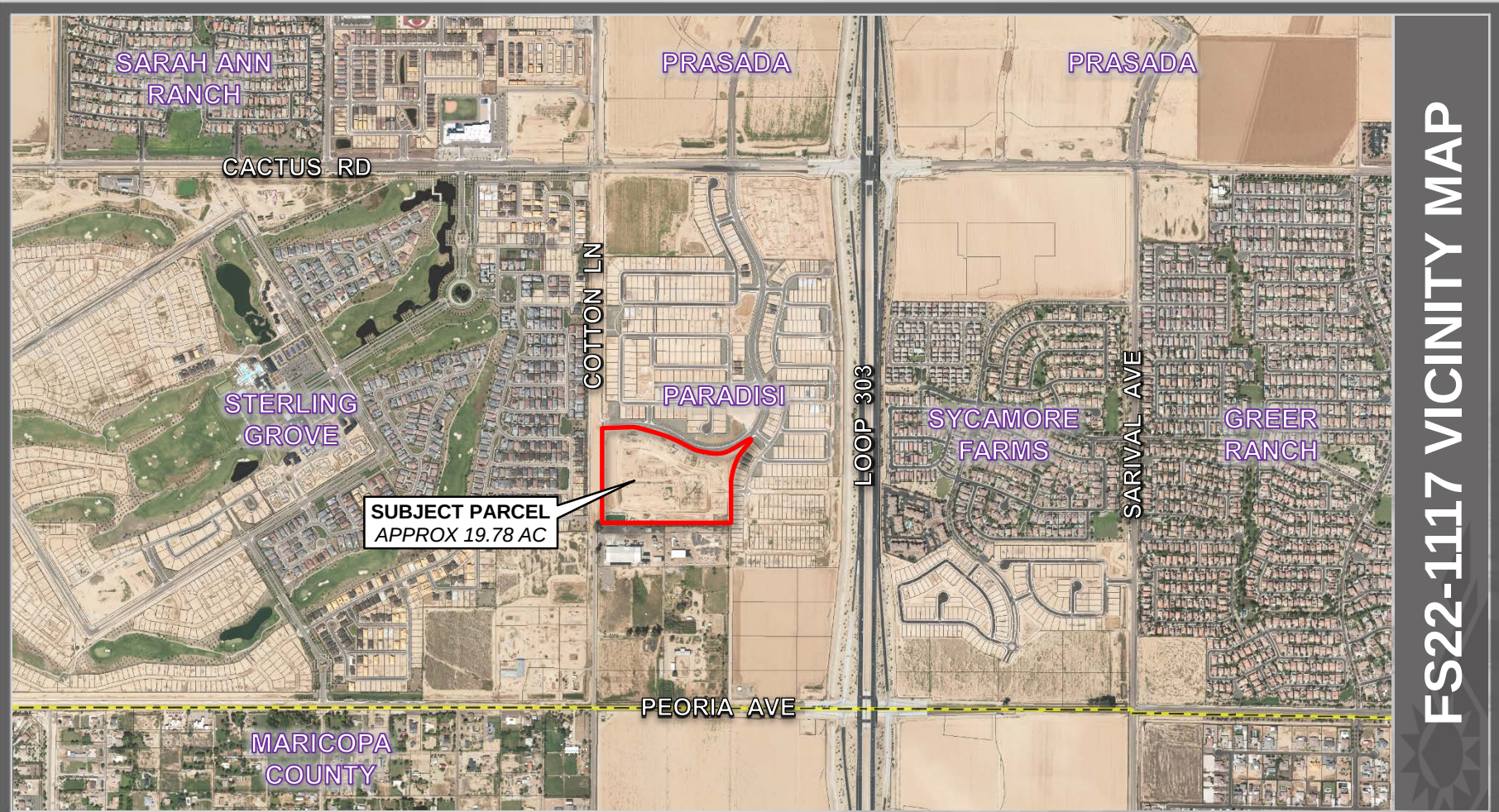
FS22-1117

Paradisi Parcel C - Final Plat

City Council – October 3, 2023



FS22-1117 VICINITY MAP



FS22-1117 VICINITY MAP

- **July 22, 2004:** The parcel was annexed into the City under Ordinance 04-21.
- **July 22, 2004:** The City Council approved the Sycamore Farms PAD under case PAD03-153.
- **February 21, 2017:** The City Council approved the Sycamore Farms PAD amendment to allow changes in land use and certain commercial development standards under case FS16-231.
- **March 5, 2019:** The City Council approved the amendment to the Sycamore Farms PAD by modifying 200.3 acres of Residential and Commercial zoned properties on the southeastern corner of Cotton Lane and Cactus Road under case FS18-554.

- **June 16, 2020:** The City Council approved the Preliminary Plat under case FS19-787.
- **August 10, 2022:** The applicant filed the subject request under FS22-1117.
- **June 6, 2023:** The City Council approved an amendment to the Sycamore Farms PAD to revise the land use plan, development standards and dwelling unit counts under case FS22-0866.
- **September 7, 2023:** The Community Development Director and City Engineer approved a minor amendment for clarifications in the PAD under case FS21-487.



PAD
(Sarah Ann Ranch)

R-2
WIPUD

R-3

PAD
(PRASADA)

PAD
(PRASADA)

CACTUS RD

COTTON LN

PAD
(SYCAMORE FARMS)

PAD
(SYCAMORE FARMS)

PAD
(PRASADA)

SUBJECT PARCEL
(PAD - SYCAMORE FARMS)

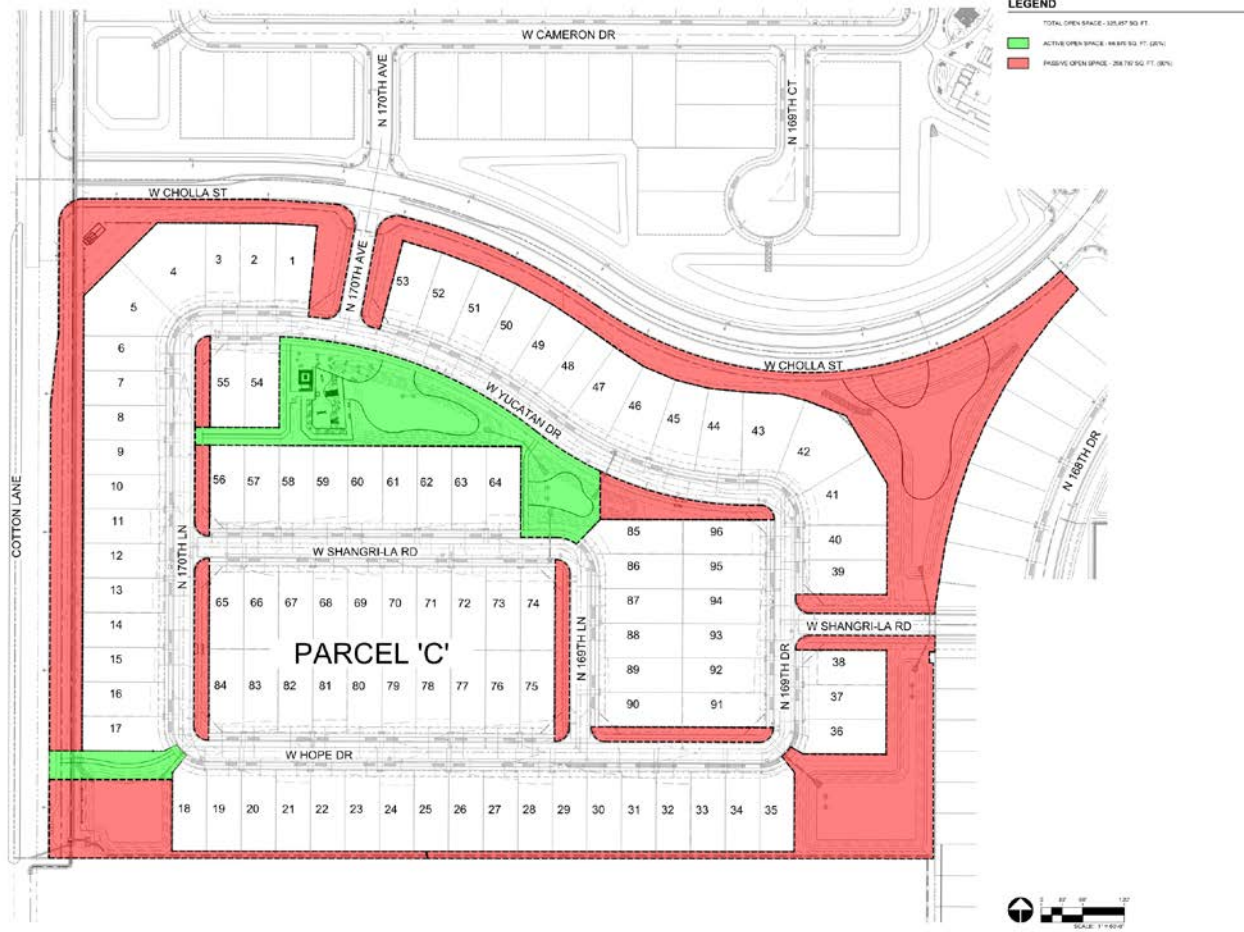
LOOP 303

SARIVAL AVE

PEORIA AVE

MARICOPA
COUNTY

FS22-1117 ZONING MAP





LEGEND

1. Entry Sign
2. Community Building
3. Event Lawn
4. Playground
5. Swimming Pool
6. Accessible shower
7. Maintenance Building
8. Trash Enclosure
9. Fitness Building w/ Bathrooms
10. Yoga/fitness lawn



SYCAMORE FARMS • SITE PLAN RENDERING

Surprise, AZ

June 29, 2021

19005272

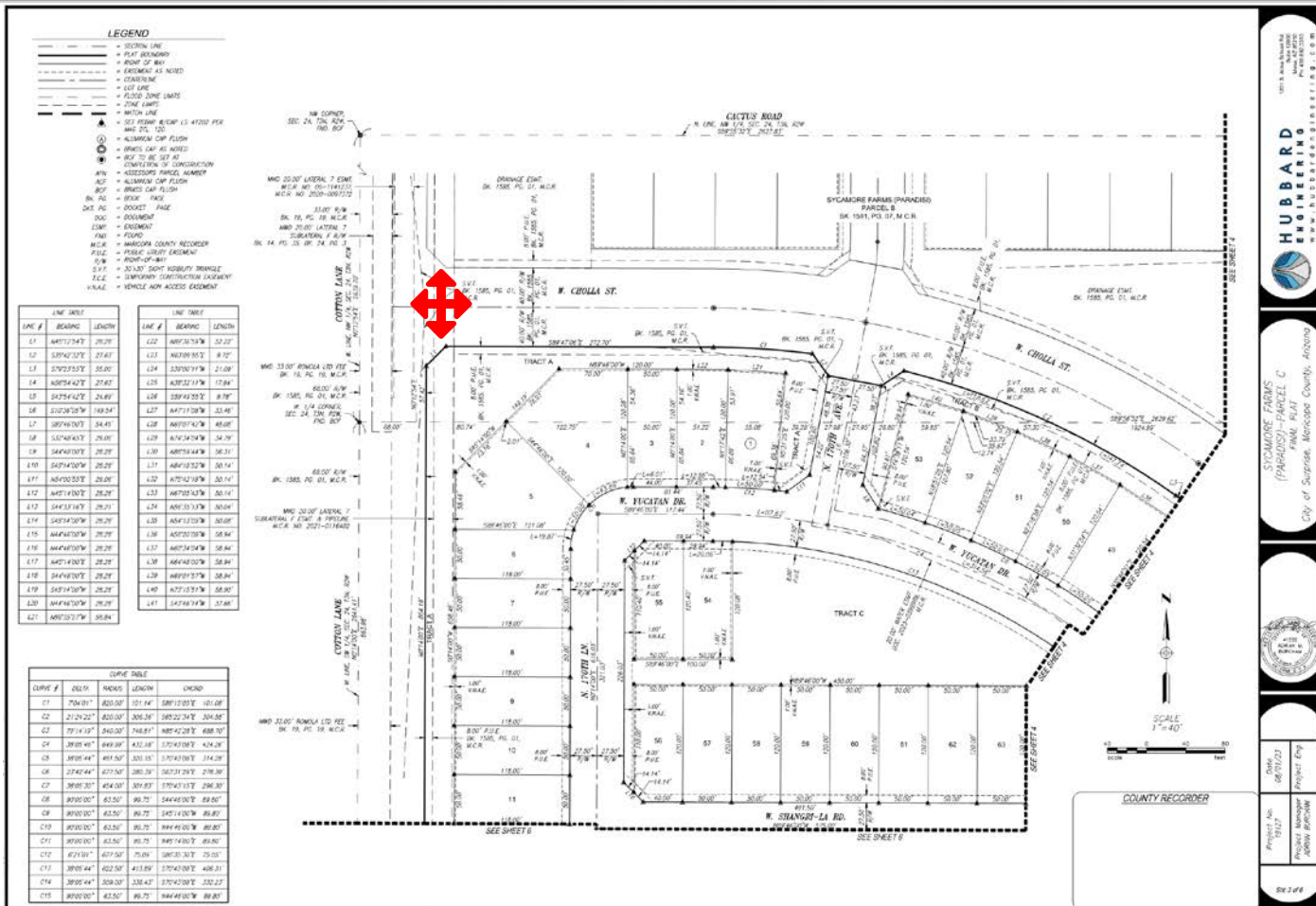
Taylor Morrison

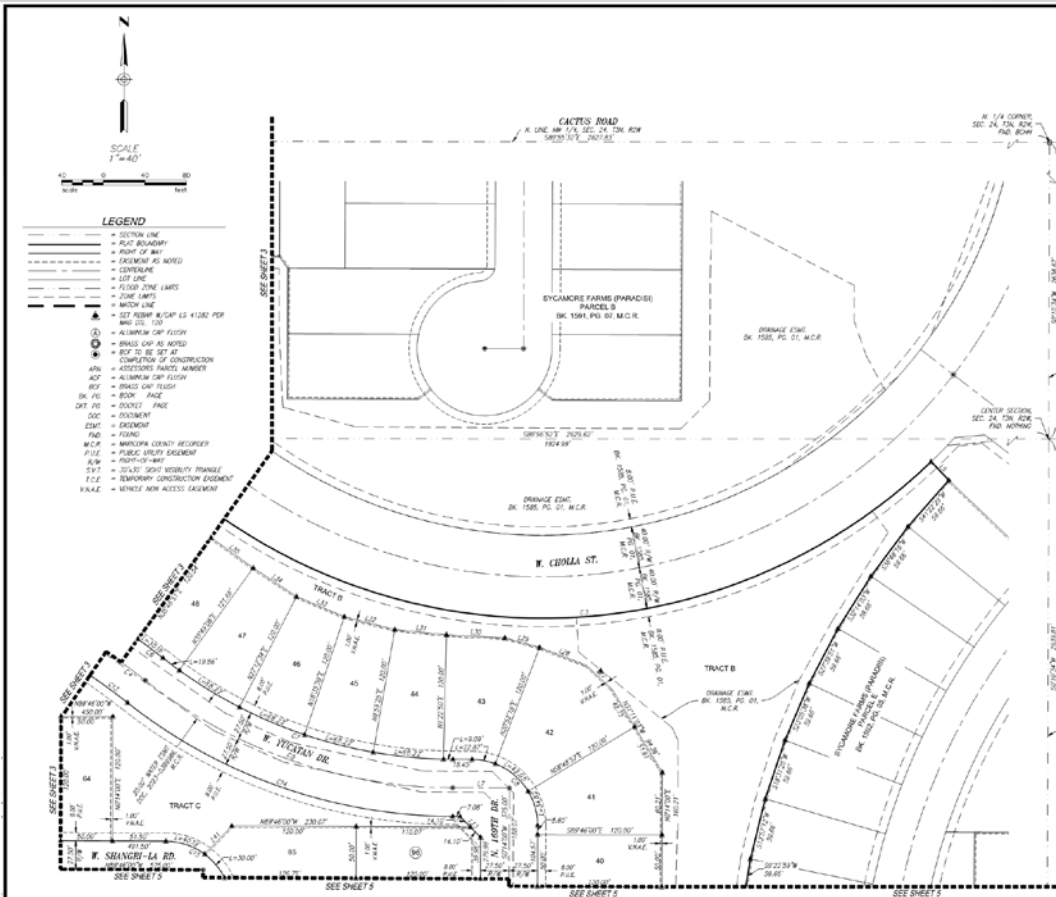
For illustrative purposes only. Subject to change without notice.

PAGE 1

FS22-1117 AMENITY SITE

FS22-1117 FINAL PLAT





LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N47°12'34"E	25.25'	L22	N47°13'59"W	52.25'
L2	S22°42'32"E	27.63'	L23	N47°19'55"E	8.72'
L3	S70°23'55"E	25.00'	L24	S20°10'11"W	21.00'
L4	N48°14'12"E	27.63'	L25	N48°12'11"W	17.84'
L5	S47°54'12"E	24.93'	L26	S20°43'55"E	8.78'
L6	S20°36'55"W	49.54'	L27	N47°11'58"W	51.40'
L7	S49°40'05"E	54.40'	L28	N47°14'11"W	40.00'
L8	S22°46'15"E	25.00'	L29	N27°14'54"W	54.75'
L9	S44°48'05"E	25.25'	L30	N48°18'44"W	56.50'
L10	S48°14'10"W	25.25'	L31	N47°18'32"W	55.14'
L11	N45°10'35"E	25.00'	L32	N79°42'18"W	55.14'
L12	N45°14'10"W	25.25'	L33	N47°10'43"W	55.14'
L13	S44°33'16"E	25.25'	L34	N45°15'13"W	55.06'
L14	S48°14'10"W	25.25'	L35	N45°11'35"W	55.00'
L15	N44°48'05"W	25.25'	L36	N50°10'58"W	55.84'
L16	N44°48'05"W	25.25'	L37	N47°14'54"W	55.84'
L17	N52°14'30"E	25.25'	L38	N45°48'30"W	55.84'
L18	S44°48'05"E	25.25'	L39	N45°11'35"W	55.84'
L19	S48°14'10"W	25.25'	L40	N57°15'11"W	55.80'
L20	N44°48'05"W	25.25'	L41	S44°48'14"W	55.80'
L21	N45°10'35"E	55.84'			

CURVE TABLE					
CURVE #	BEARING	ARC LENGTH	CHORD	CHORD BEARING	CHORD LENGTH
C1	70°14'12"	820.00'	101.14'	S80°13'55"E	101.05'
C2	21°24'22"	820.00'	306.38'	S82°22'24"E	304.55'
C3	70°14'12"	840.00'	748.81'	N45°42'28"E	686.70'
C4	38°05'45"	649.00'	432.18'	S70°43'58"E	424.25'
C5	38°05'44"	491.50'	350.15'	S70°43'58"E	374.20'
C6	27°42'44"	677.50'	260.39'	S67°31'24"E	276.39'
C7	38°05'45"	454.00'	339.85'	S70°43'58"E	346.30'
C8	38°05'45"	63.50'	44.75'	S44°48'14"E	44.80'
C9	38°05'45"	63.50'	44.75'	S47°14'50"W	44.80'
C10	38°05'45"	63.50'	44.75'	N44°48'14"E	44.80'
C11	38°05'45"	63.50'	44.75'	N47°14'50"W	44.80'
C12	42°19'01"	677.50'	25.00'	S80°18'30"E	25.00'
C13	38°05'44"	622.50'	413.59'	S70°43'58"E	406.31'
C14	38°05'44"	509.00'	338.43'	S70°43'58"E	332.23'
C15	38°05'45"	63.50'	44.75'	N44°48'14"E	44.80'

COUNTY RECORDER

Project No. 11117
Date 08/21/23
Project Manager ADRIAN BIRCHAM

Doc # 4118

1001 S. Alamo Street, Suite 100
Phoenix, Arizona 85004
HUBBARD
SURVEYING & ENGINEERING, P.C.
Sycamore Farms (Paradise) Parcel C
Final Plat
City of Surprise, Maricopa County, Arizona

FS22-1117 FINAL PLAT

LINE TABLE		
LINE #	BEARING	LENGTH
422	N82°52'57"E	52.22'
423	N82°59'50"E	9.70'
424	S33°02'47"E	21.60'
425	N32°12'17"E	12.94'
426	S58°45'55"E	9.70'
427	N47°17'08"E	33.48'
428	N67°07'42"E	48.08'
429	N75°34'04"E	54.79'
430	N82°54'40"E	56.21'
431	N84°18'52"E	50.15'
432	N85°14'30"E	50.14'
433	N87°05'14"E	50.14'
434	N87°25'13"E	50.04'
435	N54°12'09"E	50.08'
436	N50°27'08"E	58.84'
437	N67°34'10"E	58.84'
438	N68°42'50"E	58.84'
439	N69°07'57"E	58.84'
440	N77°15'33"E	58.80'
441	S47°04'47"E	37.66'

SW CORNER,
SEC. 24, T2N, R2W,
FND. 80-38



- ### LEGEND
- | | | | |
|--|--|--|--|
| | SECTION LINE | | ADJ. ACCESSORY PARCEL BOUNDARY |
| | PLAT BOUNDARY | | ADJ. ALUMINUM CUP FLASH |
| | FLUSH ROOF | | ADJ. BRASS CUP FLASH |
| | ELEMENTS AS NOTED | | ADJ. BR. CUP FLASH |
| | CENTRALLINE | | ADJ. DCM. PILE |
| | LOT LINE | | ADJ. DOCKET PACE |
| | FLUSH ZONE (EMTS) | | ADJ. DOCUMENT |
| | ZONE (EMTS) | | ADJ. EXCAVATION |
| | WITCH LINE | | ADJ. FENCE |
| | SET BEHIND BR/CLIP FLUSH PILE | | ADJ. MARQUON COUNTY RECORDER |
| | SET BEHIND LOT CLIP | | ADJ. PUBLIC UTILITY EXCAVATION |
| | ADJ. ALUMINUM CUP FLASH | | ADJ. RIGHT-OF-WAY |
| | BRASS CUP FLASH | | ADJ. 30'x30' SHOT VISIBILITY TRIANGLE |
| | DOCK TO BE SET AT COMPLETION OF CONSTRUCTION | | ADJ. TEMPORARY CONSTRUCTION EXCAVATION |
| | | | ADJ. VEHICLE ROW EXCAVATION |

COUNTY RECORDER

Sheet #1	Project No. 19127	Date 08/01/22		
	Project Manager ADRIAN BUCAM	Project Eng.	STANMORE FARMS (PARADISE)-PARCEL C FINAL PLAN City of Surprise, Maricopa County, Arizona	HUBBARD ENGINEERING 1001 E. JESSIE ANDERSON RD. SUITE 100 PHOENIX, ARIZONA 85042 WWW.HUBBARDENGINEERING.COM

FS22-1117 FINAL PLAT



QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 2023 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of The Fourth Amendment to the Broadstone Ranch Pre-Annexation Development Agreement between the City of Surprise and Elliott Homes, Inc.; Resolution #2023-143.

Motion:

I move to approve Resolution #2023-143.

Background:

The City and Elliott Homes, Inc. desire to further amend the Broadstone Ranch PADA (Pre-Annexation Development Agreement) by entering into a Fourth Amendment, which would extend the term of the Broadstone Ranch PADA to automatically terminate on December 31, 2026. This extension would allow both parties the opportunity to further analyze the PADA to determine if further amendments to the PADA are necessary to address provisions related to, but not necessarily limited to: conditions for the City serving the property with water and wastewater; construction of water and wastewater infrastructure; fire service infrastructure; reimbursement and funding mechanisms; and future annexation.

Objective Analysis:

The extension allows the respective parties the time necessary to further evaluate the merits of the Pre-Annexation Development Agreement and the potential for further amendments.

Policy Compliant:

Future annexation of this property is compliant with Council policy by expanding the range of influence of the City.

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. Fourth Amendment to the Broadstone Ranch Pre-Annexation Development Agreement
 2. Broadstone Ranch Development Location Map
 3. Existing Dev Agmt - Broadstone Ranch and Amendments
 4. Res 2023-143 Broadstone Ranch PADA-4th Amnd.9.26.23
-

When recorded, return to:

City Clerk
City of Surprise, Arizona
16000 N Civic Center Plaza
Surprise, AZ 85374-7470

With Copy to:

Earl & Curley, P.C.
Attn: Taylor Earl
3101 N. Central Ave., Suite 1000
Phoenix, AZ 85012

**FOURTH AMENDMENT TO THE PRE-ANNEXATION,
DEVELOPMENT AND SERVICES AGREEMENT
(BROADSTONE RANCH)**

This Fourth Amendment to the Pre-Annexation, Development and Services Agreement (**"Fourth Amendment"**) is entered into by and between the CITY OF SURPRISE, an Arizona municipal corporation (**"City"**), and ELLIOTT HOMES, INC., an Arizona corporation (the **"Owner"**). The City and Owner are hereinafter collectively referred to as the **"Parties."**

RECITALS

- A. Owner and the City entered into a development agreement titled "Pre-Annexation, Development and Services Agreement (Broadstone Ranch)," which agreement was approved by City of Surprise Resolution #07-222 on November 29, 2007, last signed on December 5, 2007, and recorded with the Maricopa County Recorder as Instrument No. 2007-1312966 (**"Agreement"**), as amended by that certain First Amendment to the Pre-Annexation, Development and Services Agreement (Broadstone Ranch) approved by City of Surprise Resolution #08-144 and recorded as Instrument No. 2008-0747621, as further amended by that certain Second Amendment to the Pre-Annexation, Development and Services Agreement (Broadstone Ranch) approved by City of Surprise Resolution #09-40 and recorded as Instrument No. 2009-0216751, and as further amended by that certain Third Amendment to the Pre-Annexation, Development and Services Agreement (Broadstone Ranch) approved by City of Surprise Resolution #2022-110 and recorded as Instrument No. 2022-0852849 (collectively, the **"Agreement"**) covering certain real property consisting of approximately eight hundred forty one (841) acres located within parts of Section 4, 5 & 8, Township 5 North, Range 3 West, Maricopa County, Arizona.
- B. The City and Owner desire to further modify and amend the Agreement on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Fourth Amendment, the Parties state, confirm and agree as follows:

1. Section 2 of the Agreement is hereby amended to replace the phrase “shall automatically terminate on the 16th anniversary of such date” appearing in that Section with the phrase “shall automatically terminate on December 31, 2026.”
2. Section 5.7 of the Agreement is hereby amended to replace the phrase “shall terminate on the sixteenth (16th) anniversary of the date the City Council approves this Agreement” appearing in that Section with the phrase “shall terminate on December 31, 2026.”
3. All of the terms, provisions, and conditions of the Agreement which are not expressly modified, amended or clarified by this Fourth Amendment (or which, in context, must be deemed modified, amended, or clarified hereby) shall remain in full force and effect. In the event of any conflict between this Fourth Amendment and the Agreement, the provisions of this Fourth Amendment shall control. Time is of the essence of this Fourth Amendment and with respect to the performance required by each party hereunder. The City acknowledges and agrees that Owner and its successors and permitted assignees have a right to rely, and will be relying, on the terms, provisions, and conditions of this Fourth Amendment. Owner expressly acknowledges and agrees that the City’s agreement to enter into this Fourth Amendment does not and shall not be construed or interpreted as obligating the City to enter into any further amendments to the Agreement, including, but not limited to, extending the Term set forth in Section 2 of the Agreement beyond the extension agreed to in this Fourth Amendment.

[Signature Pages to Follow]

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

“City”

City of Surprise

An Arizona municipal corporation

By:

Skip Hall, Mayor

Signature: _____

Date: _____

ATTEST:

Sherry Aguilar, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

STATE OF ARIZONA)
)ss.
County of Maricopa)

This foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Skip Hall, the Mayor for the CITY OF SURPRISE, an Arizona municipal corporation.

My commission expires:

Notary Public

"Owner"

ELLIOTT HOMES, INC., an Arizona
Corporation

By:

Printed Name: JEFF Klean

Signature: [Signature]

Title: Vice President

Date: 8-16-23

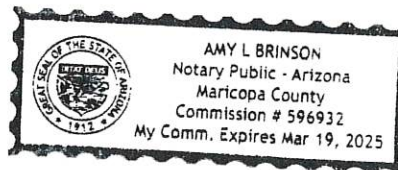
STATE OF ARIZONA)
)ss.
County of Maricopa)

This foregoing instrument was acknowledged before me this 16th day of August, 2022,
by Jeff Klean, the V.P. of ELLIOTT HOMES, INC., an Arizona
corporation.

My commission expires:

Mar. 19, 2025

[Signature]
Notary Public





OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2007-1312966 12/14/07 02:52 PM
1 OF 1

FRAUSTOJ

When recorded return to:

City Clerk
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374

With a copy to:

Stephen C. Earl
Earl Curley & Lagarde, P.C.
3101 N. Central Avenue, Suite 1000
Phoenix, Arizona 85012

**PRE-ANNEXATION, DEVELOPMENT AND SERVICES AGREEMENT
(BROADSTONE RANCH)**

THIS PRE-ANNEXATION, DEVELOPMENT AND SERVICES AGREEMENT (this "Agreement") is entered into 11/29, 2007, by and between the CITY OF SURPRISE, an Arizona municipal corporation (the "City") and ELLIOTT HOMES, INC., an Arizona corporation (the "Owner"). The City and the Owner are collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

A. The Owner owns real property located in unincorporated Maricopa County, Arizona, as more particularly described and depicted in Exhibit A.1 and Exhibit A.1.1 attached hereto and incorporated herein by reference (the "Property"). This Property is part of a project known as Broadstone Ranch, which is referred to in this Agreement. The Property comprises the western 841 acres of Broadstone Ranch. The Arizona State Land Department ("ASLD") is the owner of the eastern acres of Broadstone Ranch and intends to enter into a separate agreement with the City regarding its property.

B. In 2006, Maricopa County (the "County") approved a Development Master Plan, application number DMP2004004 (the "Approved DMP") and a zoning change application number Z2004046 (the "Zone Change"), for the property that was supported by the City. The Approved DMP and Zone Change established a mix of land uses, including various residential densities, commercial, mixed use employment, schools, and recreational natural open space. The Approved DMP and Zone Change approved 8,628 residential units with a gross density of 3.06

When recorded return to:

City Clerk
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374

With a copy to:

Stephen C. Earl
Earl Curley & Lagarde, P.C.
3101 N. Central Avenue, Suite 1000
Phoenix, Arizona 85012

**PRE-ANNEXATION, DEVELOPMENT AND SERVICES AGREEMENT
(BROADSTONE RANCH)**

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RECITALS

A. The Owner owns real property located in unincorporated Maricopa County, Arizona, as more particularly described and depicted in Exhibit A.1 and Exhibit A.1.1 attached hereto and incorporated herein by reference (the "Property"). This Property is part of a project known as Broadstone Ranch, which is referred to in this Agreement. The Property comprises the western 841 acres of Broadstone Ranch. The Arizona State Land Department ("ASLD") is the owner of the eastern acres of Broadstone Ranch and intends to enter into a separate agreement with the City regarding its property.

B. In 2006, Maricopa County (the "County") approved a Development Master Plan, application number DMP2004004 (the "Approved DMP") and a zoning change application number Z2004046 (the "Zone Change"), for the property that was supported by the City. The Approved DMP and Zone Change established a mix of land uses, including various residential densities, commercial, mixed use employment, schools, and recreational natural open space. The Approved DMP and Zone Change approved 8,628 residential units with a gross density of 3.06

dwelling units per acre, 197 acres of commercial land use, 85 acres of employment land use and 667 units of high-density residential land use. The Owner and City acknowledge that ARIZ. REV. STAT. § 9-471.L requires the City to adopt zoning classifications for the Property upon annexation that permit densities and uses no greater than those permitted in Maricopa County prior to annexation.

C. The City intends to file and process an Amendment to the City's General Plan in the 2007 yearly cycle to properly reflect the Approved DMP and Zone Change by the County.

D. The Owner and City desire that the Property be annexed into the corporate limits of the City and be developed as part of the City. The Property is located within the City's Special Planning Area 5 ("SPA 5") but is not presently contiguous to the City's border for the purpose of annexation. The parties intend for the Property to be annexed into the City as soon as possible after the City has achieved a border that is legally contiguous to the Property for purposes of annexation according to ARIZ. REV. STAT. § 9-471. The Parties also intend that the City will be the water and wastewater service provider for the Property both prior to and after annexation.

E. SPA 5 is in the northwest portion of the City's planning area. It is comprised of approximately 58 square miles generally lying north of the Central Arizona Project ("CAP") and west of Grand Avenue. It is the City's intent to eventually annex the land in SPA 5 and be the municipal provider of public services for this area (i.e., water, sewer, police, fire and other governmental services). At the present time, there are no City facilities in SPA 5. Through this Agreement, certain initial water and wastewater infrastructure will be provided by the Owner in SPA 5 as outlined herein.

F. The Approved DMP Land Use Map for all of Broadstone Ranch, including both Owner's portion and ASLD's portion, is attached as Exhibit B and incorporated herein by reference.

G. Under this Agreement, Owner (in cooperation with other property owners in SPA 5) will (i) prepare materials for the City to complete an amendment to the MAG 208 plan to establish the City as the water and wastewater service provider in SPA 5 and (ii) design and fund the construction of the initial phase of water and wastewater infrastructure that will allow the City to provide these services to Owner's portion of Broadstone Ranch, with planned expandability in the future, according to the City's Rules (as defined below). As noted above, Owner will annex its Property into the City as soon as annexation becomes legally available and will provide the notification to homeowners within the Property as set forth in Subsection 3.2 below, encouraging them to do likewise. It is understood that Owner can only sign the annexation petition for that portion of the Property still in its ownership at the time annexation becomes available. In return, the City will continue to support the Approved DMP and Zone Change for Broadstone Ranch and related preliminary and final plats through the County review and approval process and will provide water and sewer services to the Owner's portion of the Property included within the Approved DMP both prior to and following annexation according to the terms set forth in this Agreement.

H. Owner and the City are entering into this Agreement pursuant to the provisions of ARIZ. REV. STAT. § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the unincorporated portions of the Property by the City; (ii) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (iii) the permitted uses for the Property; (iv) the density of the permitted uses for, and other matters related directly or indirectly to the development of the Property.

I. Notwithstanding the above, the City and the Owner agree that certain elements of this Agreement are independent of the provisions and limitations of ARIZ. REV. STAT. § 9-500.05 and, therefore, those portions of this Agreement that address development and public services for the Property prior to annexation shall become operative and effective upon execution of this Agreement and shall not be dependent on the status of the Property's annexation into the corporate limits of the City for their operation and effect.

J. The City and the Owner acknowledge that the development of the Property pursuant to this Agreement and the Approved DMP will have planning and economic impacts to the City by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Property to be consistent with the City's General Plan and the Approved DMP; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property; (iv) increasing tax and other revenues to the City based on improvements to be constructed on the Property; (v) creating employment through development of the Property consistent with this Agreement; (vi) creating improved housing and other uses for citizens of the City; and (vii) increasing the demand for City services during and after the development of the Property. The City and Owner acknowledge that the development of the Property pursuant to this Agreement will result in benefits to Owner by providing certainty in order to avoid the waste of resources, including assurances to Owner that it will have the ability to develop the Property in accordance with this Agreement and the Approved DMP and Zone Change.

K. Among other things, development of the Property in accordance with this Agreement and the Approved DMP will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Property.

L. The public services/infrastructure improvements to be provided by Owner, while necessary to serve development within the Property, also are needed in certain instances to facilitate and support the ultimate development of a larger land area that includes the Property. Given the regional significance of such public services/infrastructure improvements and development of the Property, the City is willing to consider the utilization of various public and/or quasi-public financing methods as provided in this Agreement.

M. Notwithstanding any public financing utilized for public infrastructure as set forth herein, the City and the Owner each acknowledge that the Owner is required to design and

construct the public services/infrastructure improvements necessary for the development of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement by reference as though fully restated.

2. Term. The term of this Agreement shall commence on the date and at the time this Agreement is approved by the City Council, and shall automatically terminate on the 15th anniversary of such date.

3. Annexation.

3.1. Annexation of Owner's Portion of Broadstone Ranch. Subject to Paragraph 3.4 below, Owner and its successors and assigns shall, within 30 days of a request by the City, deliver to the City an executed annexation petition for whatever portion of the Property still retained in its ownership provided the City has established sufficient land contiguous to the Property that has been annexed into the municipal boundaries of the City to meet the annexation requirements of ARIZ. REV. STAT. § 9-471. With respect to the annexation petition, the City agrees to comply with the provisions of ARIZ. REV. STAT. § 9-471 *et seq.* regarding municipal annexations and, if determined to be in the best interest of the City, adopt the final ordinance annexing said portions of the Property into the corporate limits of the City.

3.2. Disclosure and Notice of Intent to Annex to Home Buyers. The following information shall be (A) disclosed in the Public Sales Report for the Property and (B) provided to and explained to each prospective home buyer on a residential lot within the Property prior to the close of escrow with the home buyer. Owner shall obtain and retain a separate written acknowledgement from each homebuyer that this information was provided to them:

"It is the intention of Elliott Homes and the City of Surprise that the Property (a.k.a., Broadstone Ranch), will be annexed into the municipal boundaries of the City as soon as a municipal boundary of the City is legally contiguous to the Property according to the requirements of ARIZ. REV. STAT. § 9-471. At that time, all owners of residential or commercial parcels within the Property shall be asked to sign the annexation petition to allow the City to annex the entire Property. The City is providing water and wastewater services to the Property with the expectation that the Property will be annexed into the City as soon as it is legally possible to do so. The water and wastewater systems in the Property were designed and built in compliance with City's standards. These systems are to be owned and operated by the City. Moreover, the subdivisions within the Property (i.e., streets, homes, lots, open spaces, recreational amenities) were designed to conform to City codes and ordinances wherever possible. Failure of the Property

to be annexed into the City could affect the water and wastewater rates for each homeowner. The City reserves the right to charge higher water and wastewater rates to non-city residents. Failure of the Property to annex into the City could also affect delivery of other City services like parks, libraries, trash removal and emergency services such as police and fire. Elliott Homes strongly encourages each homeowner and property owner to sign the City's annexation petition as soon as annexation becomes available. Owner will sign the City's annexation petition for all parcels within the Property still under Owner's ownership and control."

The provisions of the paragraph shall terminate and be of no further effect or obligation as soon as the City has completed its annexation of the available portions of the Property. Owner shall provide the City copies of the separate written acknowledgements signed by homebuyers of the Property upon request.

3.3. Annexation of ASLD's Portion of Broadstone Ranch. The Parties anticipate that annexation of Broadstone Ranch will proceed from east to west. ASLD owns the eastern portion of Broadstone Ranch. It is the Parties understanding that ASLD will, by separate Agreement with the City, agree to execute and deliver to the City an annexation petition for its portion of Broadstone Ranch upon request by the City as soon as the City has (A) established a continuous boundary and (B) otherwise met the annexation requirements of ARIZ. REV. STAT. § 9-471. The Parties further understand that ASLD will provide this executed annexation petition prior to any auction of ASLD's portion of Broadstone Ranch.

3.4. Completion of County Plats. Notwithstanding Owner's intent to annex into the City as soon as annexation is legally available, the Parties recognize that Owner has committed considerable effort and resources toward entitling the Property in the County and that Owner is currently preparing to submit one or more plat requests to the County for review and approval. Should the City determine that the Property meets the legal requirements for annexation into the City at a time after the Owner has submitted one or more requests to the County for plat approval and before the Owner has received such plat approval from the County, the City agrees that at Owner's option, the City shall postpone annexation of the Property until such time as the plat or plats have received final approval from the County; provided, however that such delay shall not alter Owner's obligation to execute annexation petition for any portion of the Property under its ownership as soon as requested by the City.

3.5. City Acceptance of County Approved Preliminary Plats. Should the Property become eligible for annexation into the City during the process of review and approval of Preliminary and/or Final Plats in the County, the City shall accept those Preliminary Plats that are in process and/or have been approved by the County and allow the Owner to process Final Plats consistent with the approved Preliminary Plats through the City following the annexation of the Property. City's acceptance of the Preliminary Plats shall include honoring and accepting such things as the County's approved street cross sections, engineering (related to the preparation of the plat), approved lot sizes, building setbacks, overall layout and design of the Preliminary Plat, provided that once model homes have been permitted for construction in the County the

City will honor and accept the housing products represented by those model homes for the related plats.

4. Development of the Property.

4.1 Compliance with Approved DMP and Rules. The Owner agrees that while the Property remains under County jurisdiction all development of the Property shall comply with the Approved DMP and Zone Change and any amendments thereto as approved by the County and the City through the City Community Development Director. The Parties shall work cooperatively to review the preliminary and final plats and related infrastructure plans and any amendments thereto for the Approved DMP and Zone Change to determine compliance with City standards to the maximum extent possible under County jurisdiction. Upon request by Owner and subject to approval by the City Community Development Director, the City shall provide written notification to the County's Technical Advisory Committee indicating the City's support for the preliminary and final plats and infrastructure plans. Owner shall work cooperatively with the City to take reasonable steps to design the Property in accordance with the rules, ordinances, regulations and standards (collectively, the "Rules") of both the County and the City that are in effect at the time submittals or permit applications are made in the County for the Property. However, if there is a conflict between the Rules of the County and the Rules of the City, Owner shall comply with the Rules of the County until such time as the Property is annexed into the City, as set forth below. For purposes of this subsection, a conflict exists when a County Rule or Rules imposes a stricter or heightened requirement as compared to City Rules. A conflict does not exist if there is a City Rule or Rules and an absence of a County Rule relating to some aspect of development or if a City Rule or Rules impose(s) a stricter or heightened requirement as compared to County Rules and it is legally permissible under the County's jurisdiction to comply with the stricter City requirement. Upon annexation into the City of any undeveloped portions of the Property, the City and the Owner agree that the Property has already received zoning and/or final plat approval in the County will be deemed vested with respect to uses and densities and intensities of uses only (the "Vested Rights"), and that all City Rules in effect at the time of development of such portions of the property shall apply to such development, subject to the Vested Rights. Except as otherwise provided herein, City development fees shall be collected for any building permits issued by the City for homes within the Property. During the 12-month transition period following annexation of the Property, the Parties agree to work cooperatively to resolve any discrepancy between County and City Rules to avoid hardships and modifications for approved housing plans on the lots in plats upon which residential building permits have not yet been issued.

4.2 Regulation of Development.

A. With respect to the development of the Property as contemplated by this Agreement, the City Rules, which apply to the development of the Property, shall mean those Rules in existence from time to time. The City reserves the right, exercising its sole and absolute discretion, to amend existing or to adopt new Rules and such Rules as amended or adopted shall be applicable to and binding on the Property to the extent set forth in this Agreement. Notwithstanding the foregoing, any change in the Rules in existence on the date of this Agreement or any Rules enacted after the date of this Agreement shall not be enforced

against any development of the Property if such enforcement would materially and adversely limit or change the development of the Property consistent with the Vested Rights defined in this Agreement.

B. Notwithstanding the provisions of subsection 4.2(A) above, the City may change, enact and enforce Rules against the Property and development thereof which have an adverse impact on the Vested Rights upon the occurrence of any one of the following provisions:

(1) Rules which the Owner may agree in writing apply to the development of the Property.

(2) Rules of the City enacted as necessary to comply with mandatory requirements imposed on the City by the state or federal governments, including court decisions, and other similar superior external authorities beyond the control of the City, provided that in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law, such affected provisions of this Agreement shall be modified as may be necessary to achieve the minimum permissible compliance with such mandatory requirement.

(3) Rules of the City reasonably necessary to alleviate threats to public health and safety, provided such Rules shall be applied uniformly and not arbitrarily to all areas that are subject to the similar threat.

(4) Future updates or replacements of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, dangerous building, and similar construction and safety related codes, such as the International Building Code, which updates and amendments are generated by a nationally recognized construction/safety organization, or by the county, state or federal governments or by the Maricopa Association of Governments, or by the City as a supplement to such codes, provided such code updates, amendments and supplements shall be applied uniformly and not arbitrarily.

4.3 Additional Property. Upon the request of the Owner and the submission of a development master plan to the County or a planned area development plan to the City for the additional property hereafter referenced, the City hereby agrees to consider and, if in the best interest of the City, as determined by the City in its sole discretion, and in accordance with typically applicable notice and public hearing requirements, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the Property (the "Additional Property") if and when Owner acquires such Additional Property. The City and the Owner agree that if Owner elects to request from City the incorporation of such Additional Property or portions thereof and if the City consents, in its sole discretion, (A) thereafter, such Additional Property shall be included in the Property and shall be subject to and shall benefit from all provisions of this Agreement applicable thereto and any reference herein to the Property shall include such Additional Property, (B) the City and Owner shall cooperate in order for the Additional Property to receive the necessary land use approvals, including any necessary

amendment to the zoning required to approve a development master plan site with the County or City planned area development plan for the Additional Property (the "Additional Property Approvals") and (C) the plans and land use designations contained in the Additional Property Approvals shall thereafter apply to the applicable Additional Property such that the County-approved development master plan shall apply for the Additional Property while it is located outside the City's corporate limits and the City-approved planned area development plan shall apply while the Additional Property is within the corporate limits of the City.

5. Public Infrastructure.

5.1 Infrastructure Plan. The Owner shall submit to the City a plan (the "Infrastructure Plan") for completion of the water, wastewater and fire facilities (the "Infrastructure Improvements"), which shall be attached hereto as Exhibit C and incorporated herein by reference. After the Infrastructure Plan is approved by the City, and except as otherwise provided in this Agreement and subject to the City's Rules, the City-approved Infrastructure Plan shall authorize Owner, so long as Owner proceeds with the development of the Property, to implement and phase the Infrastructure Improvements to the Property in conformance with the City-approved Infrastructure Plan. The Parties hereto acknowledge and agree that, to the extent the Owner develops the Property, it shall have the right and obligation at any time after the date of execution of this Agreement by the Owner to construct or cause to be constructed, and installed, all portions of the City-approved Infrastructure Plan related to the developing segments of the Property.

5.2 Infrastructure Plan Amendment. The City and the Owner acknowledge that amendments to the Infrastructure Plan may be necessary from time to time. Unless otherwise required by law, minor changes shall only require the approval of the City's Deputy City Manager or Designee. For the purposes of this Agreement, "minor changes" shall mean only those changes to the Infrastructure Plan which do not (A) delete, materially diminish or change any of Owner's obligations to construct or cause to be constructed any of the Infrastructure Improvements described in Exhibit C or (B) materially alter the design or location of the Infrastructure Improvements in Exhibit C. All changes not determined to be "minor changes" above shall be deemed "major changes." Major changes shall require the approval of the City Council at a public meeting conducted as required by law. City and Owner shall cooperate in good faith to agree upon, to process any amendments to the Infrastructure Plan. The Owner and the City agree that any such amendments shall be incorporated by this reference into this Agreement with the same force and effect as if set forth herein and shall not require corresponding amendment to this Agreement.

5.3 Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the Property within the corporate limits of the City, the Owner shall have the right and the obligation, at any time after the date of execution of this Agreement by the Owner, to construct or cause to be constructed and installed, in accordance with the City-approved Infrastructure Plan, the City's Rules and all other applicable rules, regulations, construction standards, and governmental review processes, all portions of the Infrastructure Improvements that relate to the phase or portion of the Property to be developed by Owner at any given time. Owner shall cause the Infrastructure Improvements to be constructed and installed in a good and

workmanlike manner and in compliance with plans and specifications (the "Technical Specifications") submitted to the City for its review and approval in its sole and absolute discretion, and in conformance with the City's Rules and all other applicable rules, regulations, construction standards and governmental review processes. Owner acknowledges and agrees that the Technical Specifications may be modified by the City from time to time in order to comply with the Rules or to enhance operating efficiency. Any modification by the City to the Technical Specifications shall not be applied retroactively to any Infrastructure Improvement to the extent the City has already granted approval based on prior Technical Specifications and Owner has acted on such approval.

5.4 Permits and Approvals. Owner shall, at its sole cost and expense, be responsible for obtaining all governmental permits and approvals necessary to design, construct, install and operate on an interim basis the Infrastructure Improvements that Owner causes to be completed. The City agrees to be the "applicant" and "permittee" on all permits required for the operation of the Infrastructure Improvements and otherwise cooperate with Owner in securing the necessary governmental permits; provided, however, that Owner shall pay all costs, expenses, and permit fees associated with such permits and approvals and cooperate fully with the City's requirements related to such approvals.

5.5 Infrastructure Assurance. The Parties hereto acknowledge and agree that the City, prior to the commencement of construction of any Infrastructure Improvements by the Owner within the corporate limits of the City, shall require the Owner and/or its designees, grantees or buyers under contract, to provide appropriate assurances in such form and amount as required by the Surprise Municipal Code to assure that the installation of Infrastructure Improvements within that subdivision or other Infrastructure Improvements directly related to such building permit or permits will be completed.

5.6 Dedication and Acceptance.

A. Infrastructure Improvements. Upon completion by Owner of any Infrastructure Improvements, the Owner shall promptly (1) notify the City in writing of the presumptive completion of such Infrastructure Improvements and (2) dedicate to the City, at no cost to the City, such Infrastructure Improvements free and clear of all liens and encumbrances. So long as such Infrastructure Improvements are constructed in accordance with the Technical Specifications as verified by the inspection of the completed Infrastructure Improvements by the Deputy City Manager or Designee, all punch list items have been completed, the Infrastructure Improvements are free of any liens and encumbrances and, if applicable, a service and shortfall reimbursement agreement (a "Service Agreement") has been executed and delivered by the Owner with respect to water, sewer and wastewater services as the case may be, the City shall conditionally accept the Infrastructure Improvements and initiate the two-year warranty period on all public Infrastructure Improvements, excepting the SPA 5 Wastewater Reclamation Facility (the "SPA 5 WRF"), which warranty period shall be consistent with the manufacturer's warranty of one (1) year. The City shall notify such Owner, in writing, of the City's conditional acceptance of the Infrastructure Improvements as of the day of the final inspection or as of such other date set forth in a Service Agreement for such Infrastructure Improvements. Acceptance of any Infrastructure Improvement is expressly conditioned upon a warranty for such Infrastructure

Improvement, as provided in subsection 5.19 below. Except as provided in subsection 5.19 below, or according to the terms of any applicable Service Agreement, after acceptance of any Infrastructure Improvements, the City thereafter shall own, maintain, repair and operate such Infrastructure Improvements at its own cost. Owner, at no cost to City, shall dedicate, convey or obtain, as applicable, all rights-of-way, rights of entry, easements and/or other use rights, wherever located on property under Owner's ownership or control, as useful or necessary for the operation and maintenance of the Infrastructure Improvements as required by the City.

B. Infrastructure Improvement Sites. Upon acceptance by the City of each Infrastructure Improvement, the Owner shall promptly dedicate at no cost to the City the land upon which the Infrastructure Improvement is located (the "Infrastructure Improvement Sites") as each is more particularly described and depicted on Exhibits D, D.1, D.1.1, D.2, D.2.1, D.3 and D.3.1 attached hereto and incorporated herein by reference, together with all improvements thereon, by general warranty deed, free and clear of all liens and encumbrances that could adversely affect the use or operation of the Infrastructure Improvement, together with all easements and/or other property rights necessary to access and operate and maintain the Infrastructure Improvement. The City expressly acknowledges that the Infrastructure Improvement Sites depicted on Exhibits D, D.1, D.1.1, D.2, D.2.1, D.3 and D.3.1 represent the entire infrastructure dedication requirements for the Property and that no further dedications or exactions of property for infrastructure improvements will be required of Owner beyond those contained on Exhibits D, D.1, D.1.1, D.2, D.2.1, D.3 and D.3.1.

C. Development Fee Reimbursement. City agrees that, to the extent any Infrastructure Improvement, or any portion thereof, installed by Owner is included as a component of any existing or after-adopted development impact fee applicable to the Property, Owner shall be entitled to a reimbursement of the development impact fee in an amount not to exceed the actual costs associated with the Infrastructure Improvement minus any amounts Developer is reimbursed by Benefited Property owners.

5.7 Benefited Property Proportionate Share Buy-In Fee. City agrees to collect a buy-in fee from property owners benefiting from the installation of any Infrastructure Improvement installed by Owner (each a "Benefited Property") representing the percentage of the cost to design, construct, and install an Infrastructure Improvement allocated to the Benefited Property (the "Proportionate Share Buy-In Fee"). The Benefited Properties for Reimbursable Water Infrastructure and Reimbursable Wastewater Infrastructure are identified on Exhibits E.1, E.2, E.3 and E.4, attached hereto and thereby incorporated herein. The Proportionate Share Buy-In Fee shall be collected by the City from each Benefited Property prior to the City signing a final plat within the Benefited Property or prior to issuing a building permit for such Benefited Property, whichever first applies. If the Benefited Property has not been annexed into the City, the City shall collect the Proportionate Share Buy-In Fee from said Benefited Property prior to providing water or wastewater service to that Benefited Property. The Proportionate Share Buy-In Fees shall be retained by the City and disbursed to Owner every three (3) months. The City shall not begin disbursing the Proportionate Share Buy-In Fee collected for water improvements until all monies to be expended by Owner on the Reimbursable Water Infrastructure (as defined below) have been expended by Owner. Similarly, the City shall not begin disbursing the Proportionate Share Buy-In Fee collected for wastewater improvements until all monies to be

expended by Owner on the Reimbursable Wastewater Infrastructure (as defined below) have been expended by Owner. City's obligation to collect the Proportionate Share Buy-In Fee shall terminate on the fifteenth (15th) anniversary of the date the City Council approves this Agreement.

5.8 Water Infrastructure Improvements. The Owner shall finance, design, construct and install on the Property all of the wells and water supply and storage facilities as required by the City and as described in the Infrastructure Plan for municipal water service to the Property according to federal and state requirements, as amended from time to time (the "Mandated Water Requirements"), the City's Integrated Water Master Plan and the City's Design Water Guidelines and Standards as each exists on the date that the City approves the Owner's water master plan study for the Property (the "Property Master Water Study") (the City's Integrated Water Master Plan and the City's Design Water Guidelines and Standards are collectively referred to herein as the "Water Guidelines"). The Owner may, for a period of ten (10) years following the City's approval of the Property Master Water Study, submit to the City for construction approval such Infrastructure Improvements as are included in, and consistent with, the City-approved Property Master Water Study (the "Water Improvements"); provided, however, that if such plans are inconsistent with the then-current Mandated Water Requirements, the Owner shall make such modifications to meet the Mandated Water Requirements, even if such modifications are inconsistent with the City-approved Property Master Water Study. Beginning on the date that is ten (10) years after the City approves the Property Water Master Plan, any Water Improvements submitted for construction approval by the Owner to the City shall be in conformance with the then-current versions of the Mandated Water Requirements and the Water Guidelines, even if such conformance causes the plans to be inconsistent with the City-approved Property Master Water Study.

A. Reimbursable Water Infrastructure Components.

1. Wells. The Owner shall finance, design, construct and install on the Property all necessary well(s) as required by the City-approved Property Master Water Study. The Owner shall provide any remediation necessary to ensure that the water produced by the well(s) (when such wells are pumped at full capacity) identified on the Property Master Water Study meets the State, County and City drinking water standards in effect at the time the well(s) is constructed, installed and connected to the City's infrastructure. Additionally, the Owner shall provide a dedicated well, or such other water source as approved by the City, independent of the municipal water service, to service the Water Reclamation Facility located on the site of the SPA 5 Wastewater Reclamation Facility (the "SPA 5 WRF"). The well shall provide not less than 20 gpm at 50 psi at the entrance of the SPA 5 WRF to meet the fire service needs of the SPA 5 WRF.

2. Water Supply and Storage Facilities. The Owner shall finance, design, construct and install on the Property all water supply and storage facilities required by the City-approved Property Master Water Study. Unless modified as set forth in this subsection 5.8, the storage tank volume capacity shall be a minimum two 1.2 million gallons ("mg") storage tanks for a total of 2.4 mg. The water storage for the SPA 5 WRF may include the use of aboveground welded steel tanks. Additionally, the Owner shall provide a dedicated

storage tank with a volume of 180,000 gallons, based upon the fire flow requirements of 1,500 gallons per minute for two hours, and a diesel-powered fire pump and the required appurtenances for the purpose of fire flow storage and delivery to the SPA 5 WRF. The Well described in paragraph 5.8(A)(1) above and the water supply and storage facilities described in this paragraph 5.8(A)(2) are collectively referred to herein as the "Reimbursable Water Infrastructure." The initial site for these Reimbursable Water Facilities in Broadstone Ranch shall be termed the "Water Campus" and shall be approximately six (6) acres at the location described and depicted on Exhibits D.1 and D.1.1. The real property upon which the Well(s) and Water Supply Facilities are located shall be in compliance with the City's most current standards and requirements for similar facilities, as determined by the Deputy City Manager or Designee and will be dedicated by the Owner to the City at final plat. Such Wells and Water Supply Facilities shall be located, to the extent it is feasible and practical, (in the Owner's reasonable discretion) adjacent to park or open space facilities constructed by the Owner (except for the above-referenced Well at the SPA 5 WRF) in order to allow the City to discharge high volumes of water therein. The City and Owner shall work together to locate wells in locations near such park and open space facilities when otherwise consistent with well spacing requirements. Whenever a well is located next to a park and/or open space, the City and Owner shall enter into an easement, in the form attached hereto as Exhibit F, for each facility utilized for such well water discharge purpose.

B. Reimbursable Water Amount. Owner's cost to design, construct and install the well(s), the water supply facilities and, if determined to be necessary, the well transmission lines (collectively, the "Reimbursable Water Infrastructure"), without interest, minus any monies paid directly to Owner by Benefited Properties utilizing the Reimbursable Water Infrastructure, shall be the "Reimbursable Water Amount." The Reimbursable Water Amount is subject to validation by the City and shall be paid as set forth in this subsection 5.8(B). Owner shall be reimbursed for all City-approved costs expended for the benefit of the Reimbursable Water Infrastructure, minus the percentage of the cost to design, construct and install the Reimbursable Water Infrastructure allocated to Owner's share of such Infrastructure ("Owner's Proportionate Share"). The Parties agree that on the date that is one year following the date the City has conditionally accepted the Water Improvements and the expenditures made by Owner, which acceptance shall not be unreasonably delayed, as evidenced by actual invoices, for all or any part of the Reimbursable Water Infrastructure, an addendum to this Agreement will be administratively executed specifying the portion of the Reimbursable Water Infrastructure that is represented by such invoices. Each such addendum shall be submitted by Owner on the form attached hereto as Exhibit G, and when such addendum has been approved and signed by the City Manager, or his/her designee, on behalf of the City (which approval will not be unreasonably delayed, withheld or conditioned), it shall be incorporated into and become part of this Agreement. Owner shall be reimbursed for any Benefited Property's use of the Reimbursable Water Infrastructure, as provided in subsection 5.7 above, until fully reimbursed for expenditures approved by the City or the termination of this Agreement, whichever comes first.

C. Non-Reimbursable Water Infrastructure.

1. Water Distribution Lines. Owner shall finance, design, construct and install water distribution lines within the Property as required by the City to provide water service to the Property.

2. Onsite Water Improvements. Owner shall finance, design, construct and install all onsite water system improvements. The water distribution lines described in paragraph 5.8(C)(1) above and the onsite water improvements described in this paragraph 5.8(C)(2) are collectively referred to herein as the "Non-Reimbursable Water Infrastructure."

D. Oversizing. City shall not reimburse Owner for any costs associated with the design, construction or installation of the Non-Reimbursable Water Infrastructure, except as provided for hereinabove or unless the City requests that some or all of the Non-Reimbursable Water Infrastructure be oversized, and then in such a case Owner shall only be entitled to reimbursement through the City for the portion of the amount expended on the design, construction, and installation of the improvement associated with said oversizing over and above the amount that would have been incurred had the improvement been designed, constructed and installed to service only the Property (the "Net Costs"), plus annual interest at 6%. By way of example, if one mile of Owner's sewer line were oversized from 15 inches to 30 inches at the request of the City, the Owner would bid the project as a 15 inch line with the alternate being a 30 inch line, and the Net Costs would be the difference between the two bids. Owner shall be reimbursed from Proportionate Share Buy-In Fees collected by the City from benefited properties for all City-approved costs expended for oversizing Non-Reimbursable Wastewater Infrastructure, minus Owner's Proportionate Share, plus interest as set forth herein. The Parties agree that once expenditures have been made by Owner, as evidenced by actual invoices, for all or any part of the oversized Non-Reimbursable Water Infrastructure, an addendum to this Agreement will be administratively executed specifying the portion of the oversized Non-Reimbursable Water Infrastructure that is represented by such invoices. Each such addendum shall be submitted by Owner on the form attached hereto as Exhibit G, and when such addendum has been approved and signed by the City Manager, or his/her designee, on behalf of the City (which approval will not be unreasonably delayed, withheld or conditioned), it shall be incorporated into and become part of this Agreement. Owner shall be reimbursed for any Benefited Property's use of oversized Non-Reimbursable Water Infrastructure as provided in subsection 5.7 above, until fully reimbursed for expenditures approved by the City or the termination of this Agreement, whichever comes first.

5.9 Water Service. The City hereby commits to provide municipal water service to the Property served by the completed Non-Reimbursable Water Infrastructure and Reimbursable Water Infrastructure, with service-related fees imposed by the City according to accepted municipal standards for determining water service charges upon (A) the completion of the requisite Non-Reimbursable Water Infrastructure and the requisite Reimbursable Water Infrastructure within the City's water service area, (B) the City's conditional acceptance of both by letter (which conditional acceptance shall not be unreasonably delayed or withheld) and dedication of the completed infrastructure as set forth in this Agreement and (C) the continuing

obligation during the entire term of this Agreement that the Owner execute any well impact waivers as deemed necessary by the City so long as such waivers are imposed equally upon all other similarly situated properties. The City acknowledges and agrees that Owner may phase the construction of Improvements necessary to provide water service to the portion of the Property served water by the City and at such phasing shall be subject to approval by the Deputy City Manager or Designee(s). The requirements of this subsection shall apply individually to each such phase without regard to the status of any other phase(s), provided the "other phase(s)" are not required to support the new phases, as reasonably determined by the Deputy City Manager or Designee. If the City concurs, the initial water supply for the first phase of development on the Property may be provided by another water provider on an interim basis through a mutual aid agreement between the City and the private water provider while the Owner is proactively constructing the required Water Infrastructure. Owner and City agree that there will be no expansion of any private water provider's certificate of convenience and necessity ("CCN"), and no county franchise shall be created or amended, to cover any portion of the Property arising out of this interim use of water. Owner agrees to actively support the City in opposition to any proposed expansion of a private water provider's CCN or creation/amendment of a county franchise; such active support shall include, but is not limited to, providing testimony before the Arizona Corporation Commission or the Maricopa County Board of Supervisors, as applicable.

5.10 Irrigation Water Rights. The Parties shall cooperate reasonably to (A) jointly prepare and file with the ADWR, the applications, documentation and information necessary to extinguish all grandfathered irrigation groundwater rights associated with any portion of the Property served water by the City and (B) pledge the resulting credits to the City's assured water supply account at ADWR, when such Property (or each phase thereof) is subjected to a final plat and no longer in agricultural production.

5.11 Underground Storage Facility (USF). The owner shall have no responsibility to obtain permits relating to water recharge credits, including a permit for an Underground Storage Facility (USF). Such permits shall be in the name of the City. The Owner shall contribute to the City the cost of this and all permit processes at the time the City applies for each such permit; provided, however, that the aggregate cost to the Owner for such permits shall not exceed \$150,000.

5.12 Wastewater Infrastructure Improvements. The Owner shall finance, design, construct and install the following wastewater infrastructure improvements as required by the City and as described in the Infrastructure Plan (A) the initial phase(s) of the SPA 5 WRF of sufficient size to allow the City to provide wastewater service to the Property as described in detail below (the "Developer Phase of the SPA 5 WRF"), (B) an interceptor line (the "Interceptor Line") and (C) all necessary on-site sewer lines (collectively, the Developer Phase of the SPA 5 WRF, the Interceptor Line and the on-site sewer lines are referred to herein as the "Wastewater Infrastructure") as required by the City and as described in the Infrastructure Plan for municipal wastewater service to the Property (the "Property Master Sewer Study") according to federal and state requirements, as amended from time to time (the "Mandated Sewer Requirements") and the Water Guidelines as each exists on the date that the City approves the Property Master Sewer Study. The Owner may, for a period of ten (10) years following the City's approval of the Property Master Sewer Study, submit to the City for construction approval such plans for

Wastewater Infrastructure improvements as are included in, and consistent with, the City-approved Property Master Sewer Study (the "Wastewater Improvements"); provided, however, that if such plans are inconsistent with the then-current Mandated Sewer Requirements, the Owner shall make such modifications to meet the Mandated Sewer Requirements, even if such modifications are inconsistent with the City-approved Property Master Sewer Study. Beginning on the date that is ten (10) years after the City approves the Property Master Sewer Study, any Wastewater Improvements submitted for construction approval by the Owner to the City shall be in conformance with the then-current versions of the Mandated Sewer Requirements and the Water Guidelines, even if such conformance causes the plans to be inconsistent with the City-approved Property Master Sewer Study.

A. Facilities. The Owner shall finance, design, construct and install the Wastewater Improvements. Owner (in cooperation with others) will purchase the initial parcel of land of twenty (20) acres for the Developer Phase of the SPA 5 WRF from the ASLD (the "Initial WRF Site"), engineer, design, construct and install this Developer Phase of the SPA 5 WRF pursuant to the City's requirements. City acknowledges that the Initial WRF Site is of sufficient size to handle the Property's needs relating to the Developer Phase of the SPA 5 WRF. The amount of wastewater capacity in gallons per unit per day served by a water reclamation facility is set by the Maricopa County Environmental Services Department ("MCESD"), and is currently set at three hundred and three (303) gallons per day. Should MCESD amend the amount of gallons per unit per day capacity required by a water reclamation facility, the amount of wastewater capacity created by such an amendment to the Developer Phase of the SPA 5 WRF shall be adjusted accordingly. Owner and other Benefited Parties (to the extent those Benefited Parties have (1) entered into a Joint Development Agreement with Owner to finance, design construct and install the Wastewater Improvements or (2) reimbursed the Owner for their Benefited Property Proportionate Share Buy-In Fee) shall be entitled to the full amount of wastewater capacity that is produced by the Developer Phase of the SPA 5 WRF as currently set by MCESD or as it may be adjusted in the future by MCESD. Within ninety (90) days after startup completion of this Developer Phase of the SPA 5 WRF, Owner shall dedicate to the City the Developer Phase of the SPA 5 WRF. The Initial WRF Site and the full SPA 5 WRF shall be located approximately at the intersection of 219th Avenue, Crozier Avenue and the Central Arizona Project ("CAP") Canal. An additional thirty and seven tenths (30.7) acres of land adjacent to the Initial WRF Site (the "Expansion Site") are needed for the SPA 5 WRF Site (collectively, the Initial WRF Site and the Expansion Site are hereinafter referred to as the "WRF Site" and are identified on Exhibit D.2 and Exhibit D.2.1 attached hereto and incorporated herein). If Owner purchases the entire WRF Site, the City shall require the successful bidder at the initial auction of the ASLD trust lands within the Broadstone Ranch development to pay the City for the cost of the purchase price for the Expansion Site as established at the WRF Site auction plus interest at six percent (6%) per annum prior to approving the first final plat for such property. The City shall reimburse Owner for the cost of the Expansion Site plus interest, as described above, no later than sixty (60) days from the date the City receives such payment. Alternatively, should another property owner require wastewater capacity from the City that would require the expansion of the SPA 5 WRF to the Expansion Site, such property owner shall pay to the City the cost for the Expansion Site purchase plus interest prior to the City approving the first final plat for such property and City shall reimburse Owner for the cost of the Expansion

Site plus interest, as described above, no later than sixty (60) days from the date the City receives such payment.

B. MAG 208 Amendment. Owner shall support and assist the City in obtaining an amendment to the City's MAG 208 plan to allow the SPA 5 Developer Wastewater Facility to serve SPA 5. The Owner shall be responsible and shall reimburse the City for all costs incurred by the City in obtaining the MAG 208 amendment.

C. Permits. City shall acquire all permits (including the USF permit) and approvals necessary to operate the Developer Phase of the SPA 5 WRF in the name of the City at Owner's costs and expense, subject to the limitations set forth in subsection 5.11 above. Owner shall cooperate with City in obtaining said permits and approvals and execute such documents and make such undertakings as are required to obtain same and necessary for the City to operate the Developer Phase of the SPA 5 WRF.

5.13 Ownership of Wastewater. City shall own all wastewater generated from the Property.

5.14 Reimbursable Wastewater Infrastructure.

A. Developer Phase of the SPA 5 WRF. Owner shall finance, the land acquisition and design, construct, manage and install the Developer Phase of the SPA 5 WRF. This Developer Phase of the SPA 5 WRF shall consist of a wastewater facility that is initially capable of treating a minimum of one million two hundred thousand (1,200,000) gallons of wastewater per day ("1.2 MGD") and, at Owner's sole option, the Developer Phase of the SPA 5 WRF may be expanded to a facility capable of treating a minimum of one million eight hundred thousand (1,800,000) gallons of wastewater per day ("1.8 MGD"); provided, however, that if the Owner does not elect to expand the Developer Phase of the SPA 5 WRF to 1.8 MGD at the same time as Owner is constructing the 1.2 MGD portion of the Developer Phase of the SPA 5 WRF, the City may request that the Developer do so and the cost of such expansion shall be reimbursed to the Owner within ninety (90) days following the City's conditional acceptance of the Developer Phase of the SPA 5 WRF; provided, however, that if the City makes such a request of Owner to accommodate the sewer capacity needs of a Benefited Property that did not participate with Owner in the cost of construction of the Developer Phase of the SPA 5 WRF, the Owner shall not be obligated to construct the additional six hundred thousand (600,000) gallons of wastewater capacity unless the Benefited Property pays Owner the full incremental costs to design and construct the additional six hundred thousand (600,000) gallons of wastewater capacity prior to commencement of construction on the additional six hundred thousand (600,000) gallons of wastewater capacity. The costs associated with completing this Developer Phase of the SPA 5 WRF shall include all funds expended to acquire the land, design, construct, manage and install the facility and obtain all required permits and approvals, all funds expended to design, construct, manage and install the utilities necessary for the facility including the Well and related storage referred to in paragraphs 5.8(A)(1) and 5.8(A)(2) above, as well as all funds expended to provide and install access (both vehicular and utility) to the facility. In order for the amounts expended on the Developer Phase of the SPA 5 WRF to be reimbursable, the technology and design shall meet the Deputy City Manager or

Designee's approval, the facility shall have a minimum of a ten (10) year life span and the facility shall be functionally reusable within the City's master plan for the SPA 5 WRF, similar to the City-approved developer-phases for SPA 2 and SPA 3.

B. Facility Site. Owner shall dedicate to the City, and the City shall accept, the Initial WRF Site upon acceptance of construction of the Developer Phase of the SPA5 WRF and the Interceptor.

C. Interceptor(s). Owner shall finance, design, construct and install the wastewater Interceptor Line(s) to connect the Property to the SPA 5 WRF as described and depicted on Exhibits E.3.1 and E.3.2. City agrees to use its power of eminent domain to acquire any additional right of way that may be needed to accommodate the installation of this Interceptor Line. Owner shall be responsible to reimburse City for all costs associated with the acquisition of this right-of-way, including attorneys' fees. The Developer Phase of the SPA 5 WRF described in subsection 5.14(A) above, the Initial WRF Site described in subsection 5.14(B) above and the Interceptor line described in this subsection 5.14(C) are collectively referred to herein as the "Reimbursable Wastewater Infrastructure."

5.15 Reimbursable Wastewater Amount. Owner's cost to design, construct and install the Reimbursable Wastewater Infrastructure without interest, minus any monies paid directly to Owner by Benefited Properties, as shown on Exhibits E.2, E.3 and E.4 utilizing the Reimbursable Wastewater Infrastructure, shall be the "Reimbursable Wastewater Amount." The Reimbursable Wastewater Amount is subject to validation by the City and shall be paid as set forth in this subsection 5.15. Owner shall be reimbursed for all City-approved costs expended for the benefit of the Reimbursable Wastewater Infrastructure, minus Owner's Proportionate Share. The Parties agree that on the date that is one year following the date the City has conditionally accepted the Wastewater Improvements and the expenditures made by Owner, which acceptance shall not be unreasonably delayed, as evidenced by actual invoices, for all or any part of the Reimbursable Wastewater Infrastructure, an addendum to this Agreement will be administratively executed specifying the portion of the Reimbursable Wastewater Infrastructure that is represented by such invoices. Each such addendum shall be submitted by Owner on the form attached hereto as Exhibit G, and when such addendum has been approved and signed by the City Manager, or his/her designee, on behalf of the City (which approval will not be unreasonably delayed, withheld or conditioned), it shall be incorporated into and become part of this Agreement. Owner shall be reimbursed for any Benefited Property's use of Reimbursable Wastewater Infrastructure as provided in subsection 5.12 above, until fully reimbursed for expenditures approved by the City or the termination of this Agreement, whichever comes first.

5.16 Operation and Maintenance - Developer Phase of the SPA 5 WRF. Owner (and others) shall employ the equipment manufacturer of the (the "Manufacturer") to assist City with the operation and maintenance of the Developer Phase of the SPA 5 WRF. The City shall enter into an Operation and Maintenance agreement with the Manufacturer. The Manufacturer shall assist the City, at Owner's expense, until six (6) months following the date the Facility is receiving wastewater in amounts equal to or in excess of ten percent (10%) of its design capacity, unless sooner released from this obligation, in writing, by the City in its sole discretion. Owner and City also shall enter into a Service Agreement wherein Owner agrees to pay, on a

monthly basis, a sum equal to the difference between the costs of operating and maintaining the Facility and the user fees collected from users of the Facility, until the date that is six (6) months following the date that the Facility is receiving wastewater in amounts equal to or in excess of fifteen percent (15%) of its design capacity.

5.17 Non-Reimbursable Wastewater Infrastructure.

A. Onsite Wastewater Improvements. Owner shall finance, design, construct and install the onsite wastewater improvements for the Property (the "Non-Reimbursable Wastewater Infrastructure").

B. Oversizing. City shall not reimburse Owner for any costs associated with the design, construction or installation of the Non-Reimbursable Wastewater Infrastructure, except as provided for hereinabove or unless the City requests that some or all of the Non-Reimbursable Wastewater Infrastructure be oversized, and then in such a case Owner shall only be entitled to reimbursement through the City for the Net Costs of such oversizing, plus annual interest at 6%. Owner shall be reimbursed from Proportionate Share Buy-In Fees collected by the City from Benefited Properties for all City-approved costs expended for oversizing Non-Reimbursable Wastewater Infrastructure, minus Owner's Proportionate Share, plus interest as set forth herein. The Parties agree that on the date that is one year following the date the City has conditionally accepted the Wastewater Improvements and the expenditures made by Owner, which acceptance shall not be unreasonably delayed, as evidenced by actual invoices, for all or any part of the oversized Non-Reimbursable Wastewater Infrastructure, an addendum to this Agreement will be administratively executed specifying the portion of the oversized Non-Reimbursable Wastewater Infrastructure that is represented by such invoices. Each such addendum shall be submitted by Owner on the form attached hereto as Exhibit G, and when such addendum has been approved and signed by the City Manager, or his/her designee, on behalf of the City (which approval will not be unreasonably delayed, withheld or conditioned), it shall be incorporated into and become part of this Agreement. Owner shall be reimbursed for any benefited property's use of oversized Non-Reimbursable Wastewater Infrastructure as provided in subsection 5.12 above, until fully reimbursed for expenditures approved by the City or the termination of this Agreement, whichever comes first.

5.18 Effluent Reuse. As used in this Agreement, "Effluent" means the treated wastewater or any other water being transported through the City's non-potable irrigation distribution lines and "Effluent Lines" means the system of distribution lines located within the Property that carry Effluent throughout the Property. In light of the fact that the Property is currently many miles from the nearest existing City Effluent Lines, Owner shall be responsible for disposal of Effluent produced by the Property, which may be disposed of at the Initial WRF Site or at an off-site location at Owner's discretion. If Owner provides City with an Effluent management plan that demonstrates that the SPA5 WRF is capable of adequately recharging all Effluent generated by the Property in compliance with all applicable City, County, State and Federal requirements, then said Effluent may be recharged at the Initial WRF Site. Owner shall not be required to install the separate Effluent Interceptor Transmission Line from the SPA5 WRF north to the Property, but shall only be required to install those on-site Effluent lines to allow future conversion to an Effluent system for the irrigation of non-residential and common

area turf landscaping on the Property of 0.5 Acres or larger when the Effluent Interceptor Line has been installed by others. Owner shall not be required to extend these on-site Effluent lines to serve landscaping needs for individual residential lots, but only the non-residential and common area turf landscaping of 0.5 acres or larger.

5.19 Warranty. Owner or its assignee shall give to the City a two-year warranty for all Infrastructure Improvements, except for the SPA 5 WRF, which shall have a warranty period consistent with the manufacturer's one-year warranty period, which warranty periods shall begin on the date that the City conditionally accepts the Infrastructure Improvements as provided in this subsection or on such other date as set forth in the Service Agreement. Any material deficiencies in material or workmanship identified by City staff during the two-year warranty period shall be brought to the attention of the Owner or its Assignee who provided the warranty, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City's staff. Continuing material deficiencies in a particular portion of the Infrastructure Improvements shall be sufficient grounds for the City to require (A) an extension of the warranty for an additional two-year period (or in the case of the SPA 5 WRF, an additional one-year period) and (B) the proper repair of or the removal and reinstallation of, that portion of the Infrastructure Improvements that is subject to such continuing deficiencies. Regardless of whether the warranty period has expired, the Owner agrees to repair any damage to the Infrastructure Improvements caused by Owner's or homebuilder's construction activities on the Property. Nothing contained herein shall prevent the City or Owner from seeking recourse against any other third party for damage to the Infrastructure Improvements caused by such third party.

6. Fire Facilities. The Property requires fire service to be provided by the Temporary Fire Services, as defined below, or the Permanent Fire Station, as defined below. Because City does not have a current source of funding to offset the capital expenditures related to fire service, the Owner shall do the following in connection with the development of the Property:

6.1 Fire Station Site. Dedicate, upon the request of the City at the time of or after Annexation, the parcel of real property described and depicted on Exhibits D.3 and D.3.1, attached hereto and incorporated herein by reference, for the location of a permanent fire station on the Property (which may include a community office for police or other municipal use) ("Permanent Fire Station Site"). This Permanent Fire Station Site is located one-eighth (1/8th) mile north of Broadstone Boulevard on the east side of 243rd Avenue. It is dimensioned at approximately 360 feet by 360 feet and is therefore three (3) acres in size. This site is mutually acceptable to City and Owner. This site shall be dedicated without cost to the City and Owner shall not be entitled to a credit against the City's fire development fee, unless the value of land dedicated for permanent fire station sites is a component of the City fire development impact fees. In such case, Owner shall be entitled to a credit for the costs of dedication of the Permanent Fire Station Site using the land value component identified in the fire development impact fees in existence at the time a building permit is issued.

6.2 Temporary Fire Services Prior to Annexation. Owner will contract with the Circle City-Morristown Fire District ("CC/MTFD") for fire service, until annexation, under a

separate agreement between CC/MTFD and Owner. Owner shall pay costs for operation and maintenance as negotiated with CC/MTFD. Any property donated, capital contribution made or capacity/service charge paid to CC/MTFD will be deemed a gift/compensation for contracted services and in no way will operate as an offset against City impact fees. The City will not oppose attempts by CC/MTFD to annex the Property into the CC/MTFD service district to establish a secondary property tax to pay for the operational expense of serving the Property; provided, however, that Owner knows, understands and acknowledges in the Agreement that there will be no credit against City development impact fees for any such payments made to CC/MTFD. Upon annexation of the Property, City assumes control of fire and emergency medical services to the property, subject to the overlap provisions in Arizona Revised Statutes § 48-813. Upon annexation of the Property, CC/MTFD fire service terminates and City is under no obligation to employ any CC/MTFD employees.

6.3 Temporary Fire Service Provided By City. In order to ensure that adequate City provided fire and emergency services are available to the Property upon annexation, Owner shall, within thirty (30) days from the later of the (A) date the City establishes a contiguous boundary with the Broadstone Ranch Development along Grand Avenue or (B) written approval by the Arizona State Selection Board and the Director of the Arizona State Land Department for the annexation of State Land within the Broadstone Ranch development into the corporate limits of the City, and the City determines it will proceed with the construction of a temporary fire station, make a one-time cash contribution of \$250,000 to the City for the construction of the temporary fire station upon the Permanent Fire Station Site (the "Temporary Fire Station") and related equipment and furnishings. Upon the City's completion of the Temporary Fire Station, Owner shall make a one-time cash contribution of \$100,000 for the operation and maintenance of the Temporary Fire Station. Owner shall provide all necessary utilities to the Temporary Fire Station on the Permanent Fire Station Site. Owner acknowledges that until such time as a Permanent Fire Station is constructed, fire services provided by the City to the Property will be at a "rural response" level. The cash contributions set forth in this subsection 6.3 shall be adjusted annually in April of each year by the percentage of change in the Construction Cost Index as published in the Engineering News Record (the "Construction Index") determined in accordance with this subsection. The cash contributions shall be adjusted based on the Construction Index as established and published by the Engineering News Record for the elapsed period since the effective date of the last adjustment. The annual adjustment shall become effective on April 30 of each year.

6.4 Permanent Fire Station Design and Construction. City shall be responsible for the design, construction and operation of the Permanent Fire Station on the Permanent Fire Station Site. Owner shall not be responsible for any costs associated with the design, construction or operation of the Permanent Fire Station beyond payment of the City fire development impact fees in place at the time of issuance of each building permit.

7. Community Facilities District Financing.

7.1 Community Facilities District. The City in accordance with its Community Facilities Guidelines adopted on November 11, 2003, as amended from time to time, will consider any requests by Owner to form a community facilities district ("CFD") comprised

of the Property in order to aid in financing the costs of the Infrastructure Improvements. Nothing contained herein shall be construed to compel the City to form a CFD or for the CFD, if formed, to finance any Infrastructure Improvements. Owner agrees and understands that the decisions to form a CFD or to finance any Infrastructure Improvements are at the sole, legislative discretion of the City Council and the CFD governing board, respectively.

7.2 CFD Agreement. Immediately upon formation and as a condition of formation of a CFD, the City, Owner, and any owner of the Property, and CFD shall enter into a CFD Development Agreement in the form approved by the City, in its sole discretion. Any CFD shall cause to be levied a CFD operation an maintenance tax on properties within the district and Owner shall provide additional funds for CFD operation as required by the City in its sole discretion. The City agrees to cooperate and pursue intergovernmental agreements with other public bodies, as applicable to secure the ownership, operation and maintenance of completed public infrastructure acquired or constructed with CFD funds that are typically not owned, operated an maintained by the City. The Owner may request that the City and any community facilities district establish a means of collecting reimbursements from Owners or other real property owners for the CFD's and/or Owner's costs of financing, designing and installing public facilities that are of the size, length or capacity greater than that needed to serve or mitigate the impacts of development of the Property and which will serve other property in the City.

8. Anti-Moratorium. The parties hereby acknowledge and agree that the Approved DMP contemplates and provides for the development of the Property over many years and that for the Term of this Agreement as defined in Section 2 above, no moratorium shall be imposed except as permitted by ARIZ. REV. STAT. § 9-463.06, as of the date of this Agreement, attached hereto as Exhibit H. The City agrees, to the extent permitted by law, that if subsequent law changes or repeals the standards or language of ARIZ. REV. STAT. § 9-463.06, as set forth in Exhibit H hereto, such standards set forth in Exhibit H shall continue to apply to the Property.

9. General Provisions.

9.1 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten days after its full execution by the Parties.

9.2 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

The City: City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85375
Facsimile: 623-875-4229

Attn: City Manager

With copy to: Surprise City Attorney's Office
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Facsimile: 623-583-1399
Attn: Michael D. Bailey, Esq.

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-340-1538
Attn: Andrew J. McGuire, Esq.

The Owner: Elliott Homes, Inc.
80 Iron Point Circle, Suite 110
Folsom, California 95630
Facsimile: 916-984-1322
Attn: Harry C. Elliott, III

With a copy to: Elliott Homes, Inc.
1400 East Southern Avenue, Suite 720
Tempe, Arizona 85282
Facsimile: 480-831-9300
Attn: Jeff Klem

With a copy to: Earl, Curley & Lagarde, P.C.
3101 North Central Avenue, Suite 1000
Phoenix, Arizona 85012
Facsimile: 602-265-2195
Attn: Stephen C. Earl

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

9.3 Default. In the event a Party fails to perform or otherwise act in accordance with any term or provision hereof (the "Defaulting Party") then the other Party may

provide written notice to perform to the Defaulting Party. The Defaulting Party shall have thirty (30) days to perform after written notice is received; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the Defaulting Party shall have such additional time as may be necessary to perform or comply so long as the Defaulting Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any written notice shall specify the nature of the default and the manner in which the default may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires the City to perform or otherwise act in a period in excess of thirty (30) days. In the event a default remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Agreement.

9.4 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Procedures of the American Arbitration Association; however, the mediation shall not be administered by the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and Owner shall request the presiding judge of the Superior Court for the County to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the City and Owner. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the moratorium.

9.5 Choice of Law, Venue and Attorneys' Fees. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

9.6 Good Standing; Authority. Each Party represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona with respect to Owner, or a municipal corporation within Arizona with respect to the City and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

9.7 Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns; provided, however, that Owner's rights and obligations hereunder may be assigned, in whole or in part,

only to a person or entity that has acquired title to the Property or a portion thereof and only by a written instrument recorded in the Official Records of Maricopa County, Arizona, expressly assigning such rights and obligations. In the event of a complete or partial assignment by Owner, all or a portion of Owner's rights and obligations hereunder shall terminate effective upon the assumption by Owner's assignee of such rights and obligations and the delivery of that executed assignment Agreement to the City Manager.

9.8 Termination Upon Sale of Residential Lots. Except as otherwise provided herein, the Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the residential lots within the Property. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement shall terminate without the execution or recordation of any further document or installment as to any residential lot, and thereupon such residential lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

9.9 Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

9.10 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

9.11 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

9.12 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

9.13 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

9.14 Counterparts. This Agreement may be executed in up to three counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

9.15 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run

shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Phoenix time) on the last day of the applicable time period provided herein.

9.16 Conflict of Interest. Pursuant to ARIZ. REV. STAT. § 38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of ARIZ. REV. STAT. § 38-511.

9.17 Owner's Representations. Nothing contained herein shall be deemed to obligate Owner to complete any part of the development of the Property.

9.18 Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire agreement between the Parties.

- Exhibit A.1: Legal Description of the Property
- Exhibit A.1.1: Map of the Property
- Exhibit B: DMP Land Use Map for all of Broadstone Ranch
- Exhibit C: Infrastructure Plan
- Exhibit D: Initial WRF Site
- Exhibit D.1: Water Campus Legal Description
- Exhibit D.1.1: Water Campus Map
- Exhibit D.2: WRF Site Legal Description
- Exhibit D.2.1: WRF Site Map
- Exhibit D.3: Permanent Fire Station Site Legal Description
- Exhibit D.3.1: Permanent Fire Station Site Map
- Exhibit E.1: Benefited Area for Reimbursable Water Infrastructure
- Exhibit E.2: Benefited Area for Reimbursable Wastewater Infrastructure: SPA 5 WRF Site
- Exhibit E.3: Benefited Area for Reimbursable Wastewater Infrastructure: Interceptor Line
- Exhibit E.3.1: Interceptor Line Easement Legal Description
- Exhibit E.3.2: Interceptor Line Easement Map
- Exhibit E.4: Benefited Area for Reimbursable Wastewater Infrastructure: SPA 5 WRF Improvements
- Exhibit F: Flowage Easement
- Exhibit G: Buy-in Addendum
- Exhibit H: Moratorium Law

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

9.19 Time. Time is of the essence in this Agreement and with respect to the performance required by each Party hereunder.

9.20 Waiver of Claims Pursuant to A.R.S. § 12-1134 et seq. The Owner agrees and understands that the City is entering into this Agreement in good faith and with the understanding that, if it acts consistently with the terms and conditions herein, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. The Owner, on behalf of itself and all other parties having an interest in the Property, intends to encumber the Property with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement, the annexation contemplated herein, subsequent rezoning consistent with the provisions of this Agreement and the Approved DMP and any subdivision plat approved consistent with this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting from the development of the Property consistent with this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) permitted by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Property.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above:

"City"

CITY OF SURPRISE,
an Arizona municipal corporation

By: Joan H. Shafer
Joan Shafer, Mayor
Date: 12.5.07

ATTEST:

Sherry Aguilar
Sherry Aguilar, City Clerk

APPROVED AS TO FORM

Michael Bailey
Michael Bailey, City Attorney

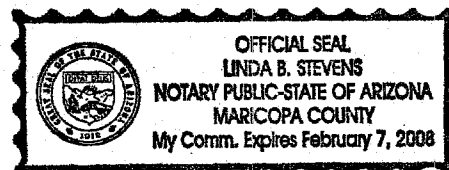
STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 5th day of December, 2007, by JOAN SHAFER, the Mayor for the CITY OF SURPRISE, an Arizona municipal corporation.

Linda B. Stevens
Notary Public

My Commission Expires:

Feb 7, 2008



"Owner"

ELLIOTT HOMES, INC., an Arizona corporation

By: Jeff Klem

Name: Jeffrey Klem

Title: Assistant Vice President

Date: 11/9/07

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 9 day of November, 2007, by Jeff Klem, the V.P. Construction of ELLIOTT HOMES, INC., an Arizona corporation.

Tina Garcia
Notary Public

My Commission Expires:
03/22/2010

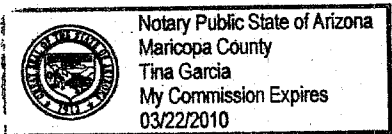


EXHIBIT A.1
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Property Legal Description]

See following pages.

EXHIBIT A.1
WRITTEN LEGAL DESCRIPTION FOR THE PROPERTY

BROADSTONE RANCH PROPERTY DESCRIPTION

PARCEL 1:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 5 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

CONTAINING 40.10 ACRES MORE OR LESS

PARCEL 2

ALL OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 3 WEST, OF THE GILA AND
SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

CONTAINING 639.75 ACRES MORE OR LESS

PARCEL 3

THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 3 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY,
ARIZONA.

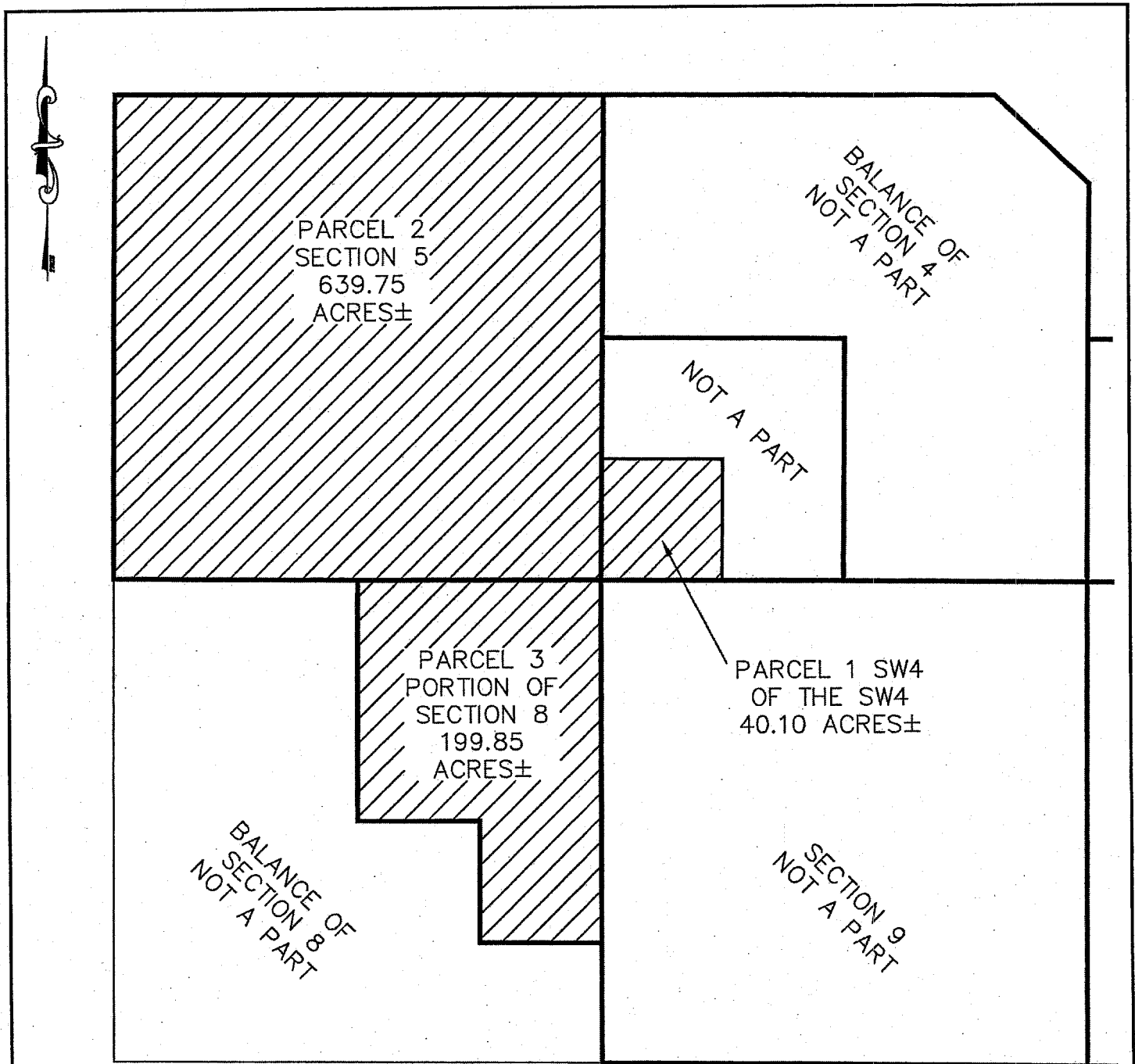
CONTAINING 199.85 ACRES MORE OR LESS

EXHIBIT A.1.1
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Property Map]

See following pages.

EXHIBIT A.1.1 MAP FOR THE PROPERTY



Land Surveying Inc.

3720 N. ROBERT ROAD STE 2
PRESCOTT VALLEY, AZ. 86314
TEL (928) 775-9890 FAX (928) 775-9891

BROADSTONE RANCH
PROPERTY EXHIBIT
PART OF SECTION 4, 5, & 8,
TOWNSHIP 5 NORTH, RANGE 3 WEST,
G.&S.R.M., MARICOPA COUNTY,
ARIZONA

SCALE: NTS

DRAWN: T.A.L.

DATE: 11-05-07

JOB #: 07-1043

EXHIBIT B
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[DMP Land Use Map for all of Broadstone Ranch]

See following pages.

**Exhibit B
To
Pre-Annexation and
Development Agreement
(Broadstone Ranch)**

is not recordable due to
line through text
a copy of this exhibit is on file with:

**City of Surprise
City Clerk's Office
12425 West Bell Road, Suite D-100
Surprise, AZ 85374**

DEVELOPMENT AGREEMENT

BROADSTONE
RANCH

CITY OF SURPRISE, ARIZONA

DMP LAND USE MAP
EXHIBIT B

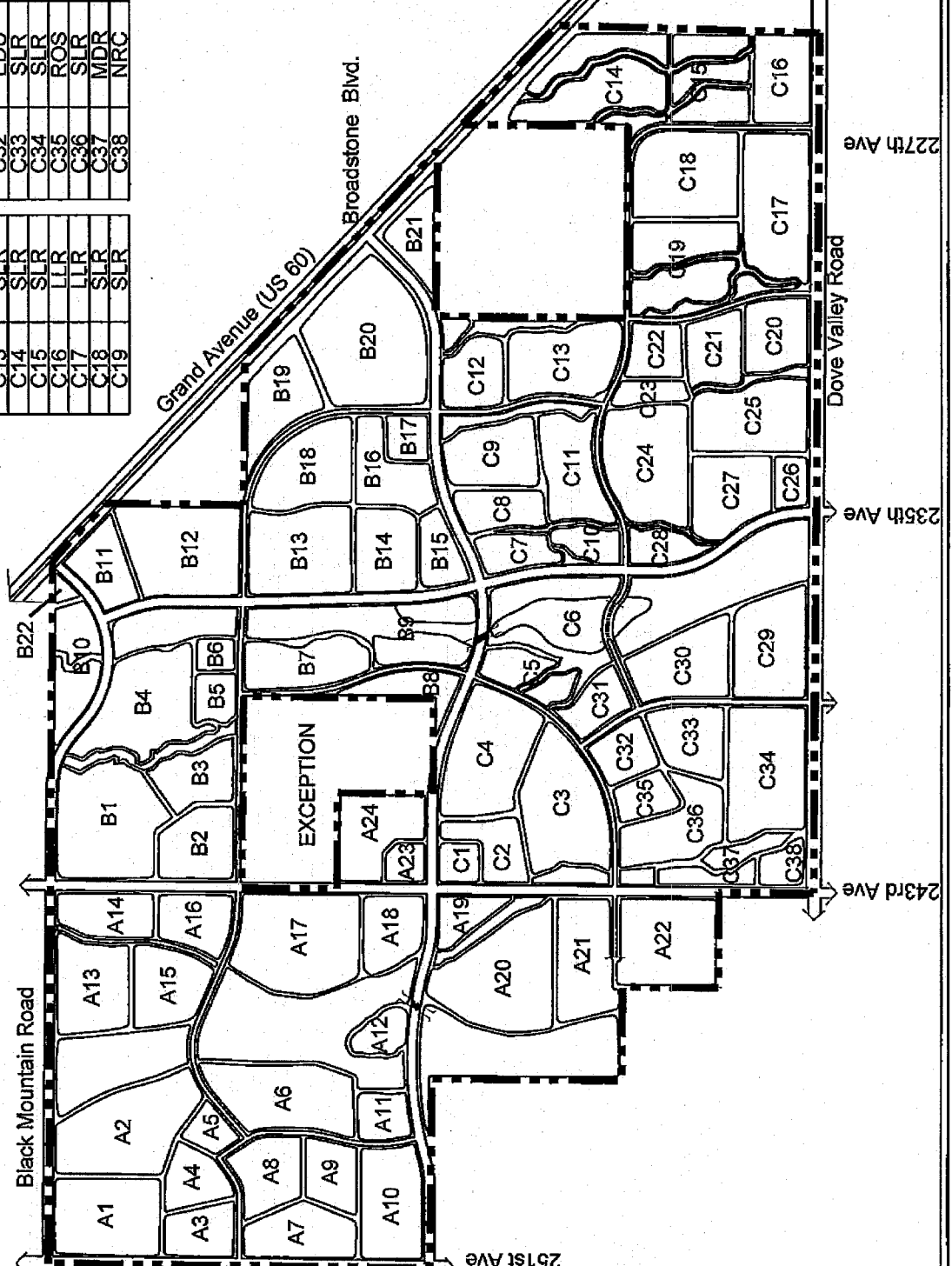
Legend	Total AC.
LLR	87
SLR	1,584
MDR	580
HDR	40
EDU	59
EDU/HS	50
OE	85
NRC	112
CRC	4
RRC	81
ROS	136
Total	2,819

Date: 09.20.07
Job No.: 0496
Drawn by: PR



urban design studio

Parcel #	Land Use	Parcel #	Land Use	Parcel #	Land Use	Parcel #	Land Use	Parcel #	Land Use
A1	SLR	B1	MDR	C1	NRC	C20	SLR		
A2	SLR	B2	MDR	C2	MDR	C21	MDR		
A3	MDR	B3	MDR	C3	MDR	C22	EDU		
A4	MDR	B4	MDR	C4	EDU/HS	C23	ROS		
A5	ROS	B5	MDR	C5	MDR	C24	SLR		
A6	SLR	B6	MDR	C6	ROS	C25	SLR		
A7	SLR	B7	MDR	C7	NRC	C26	NRC		
A8	SLR	B8	MDR	C8	MDR	C27	SLR		
A9	SLR	B9	MDR	C9	SLR	C28	MDR		
A10	SLR	B10	MDR	C10	MDR	C29	SLR		
A11	MDR	B11	OFFICE	C11	SLR	C30	SLR		
A12	MDR	B12	MDR	C12	HDR	C31	MDR		
				C13	SLR	C32	EDU		
				C14	SLR	C33	SLR		
				C15	SLR	C34	SLR		
				C16	LLR	C35	ROS		
				C17	LLR	C36	SLR		
				C18	SLR	C37	MDR		
				C19	SLR	C38	NRC		



DEVELOPMENT AGREEMENT

BROADSTONE

900 ★ C66
RANCH

CITY OF SURPRISE, ARIZONA

DMP LAND USE MAP
EXHIBIT B

Legend Total AC.

LLR	87
SLR	1,584
MDR	580
HDR	40
EDU	59
EDU/HS	50
OE	85
NRC	112
CRC	4
RRC	81
ROS	136
Total	2,819

Date: 09.20.07
Job No.: 0496
Drawn by: PR



urban design studio

Parcel #	Land Use
C1	NRC
C2	MDR
C3	SLR
C4	EDU/HS
C5	MDR
C6	ROS
C7	NRC
C8	MDR
C9	SLR
C10	MDR
C11	SLR
C12	HDR
C13	SLR
C14	SLR
C15	SLR
C16	LLR
C17	LLR
C18	SLR
C19	SLR

Parcel #	Land Use
B13	MDR
B14	MDR
B15	MDR
B16	MDR
B17	HDR
B18	MDR
B19	OFFICE
B20	RRC
B21	OFFICE
B22	CRC

Parcel #	Land Use
B1	SLR
B2	MDR
B3	SLR
B4	SLR
B5	EDU
B6	ROS
B7	MDR
B8	MDR
B9	ROS
B10	MDR
B11	OFFICE
B12	MDR

Parcel #	Land Use
A13	SLR
A14	MDR
A15	SLR
A16	MDR
A17	SLR
A18	NRC
A19	MDR
A20	SLR
A21	SLR
A22	SLR
A23	NRC
A24	SLR

Parcel #	Land Use
A1	SLR
A2	SLR
A3	MDR
A4	EDU
A5	ROS
A6	SLR
A7	SLR
A8	SLR
A9	SLR
A10	SLR
A11	MDR
A12	MDR

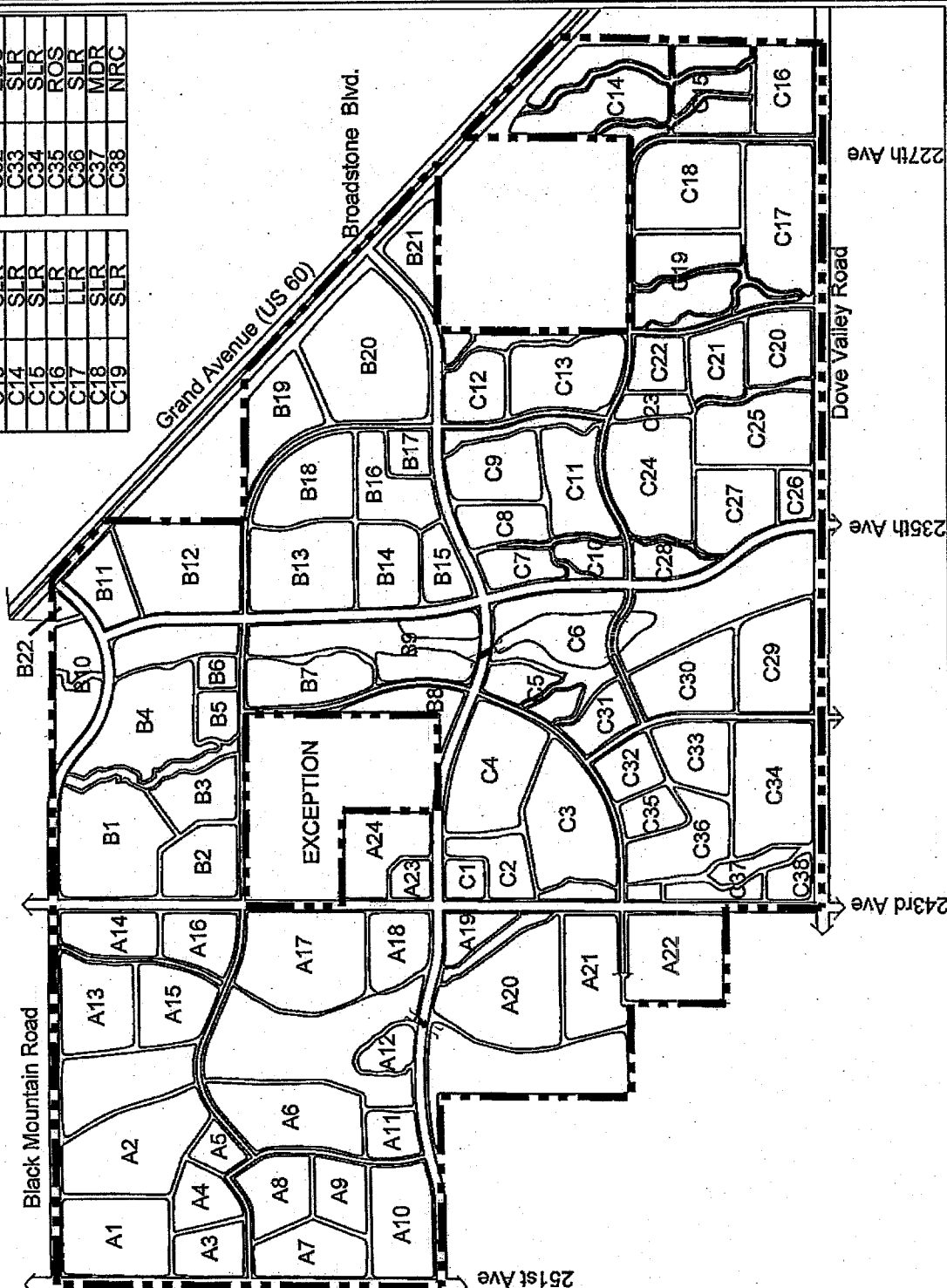


EXHIBIT C
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Infrastructure Plan]

See following pages.

EXHIBIT C
INFRASTRUCTURE PLANS

DUE TO THE SIZE, CONFIGURATION AND MAPPING AFFILIATED WITH THE CITY OF SURPRISE APPROVED MASTER WATER STUDY (MARCH 2007) AND APPROVED MASTER SEWER STUDY (MARCH 2007), EXHIBIT C WAS NOT RECORDED BUT IS REFERENCED HEREIN. A COPY OF EXHIBIT C IS ON FILE WITH:

CITY OF SURPRISE
CITY CLERK'S OFFICE
12425 WEST BELL ROAD; SUITE D-100
SURPRISE, ARIZONA 85374

**EXHIBIT D
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)**

[Infrastructure Improvement Sites]

See following pages.

DEVELOPMENT AGREEMENT

BROADSTONE



RANCH

CITY OF SURPRISE, ARIZONA

EXHIBIT D

LEGEND

— Interceptor Line

▨ Water Campus Site

⊠ Fire Station Site

■ Planned Well Sites

- - - Broadstone Ranch Project Boundary

▴ Wastewater Reclamation Facility

Date: 09.20.07
Job No.: 0496
Drawn by: PR



urban design studio

INFRASTRUCTURE IMPROVEMENT SITES

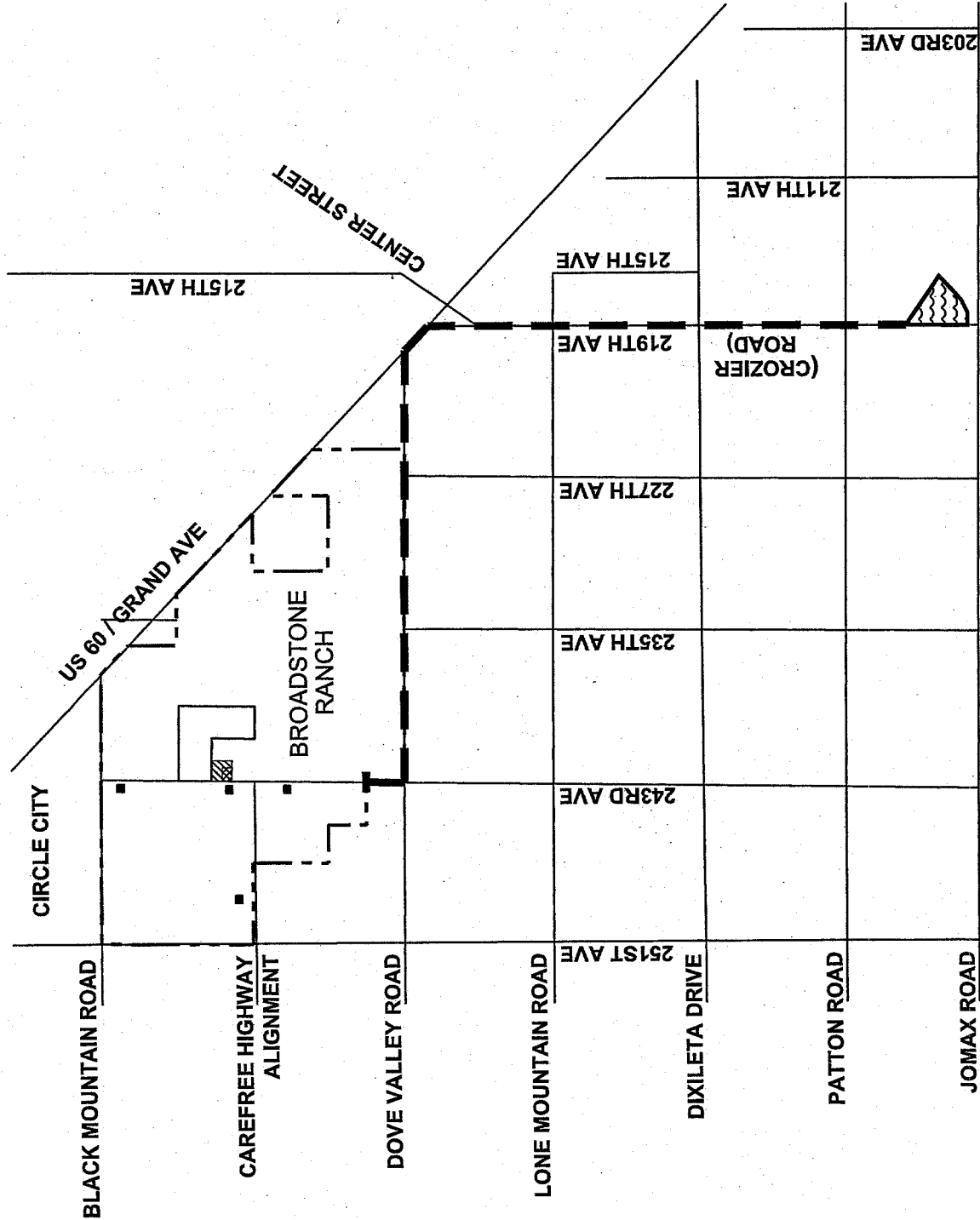


EXHIBIT D.1
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Water Campus Legal Description]

See following pages.

EXHIBIT D.1
WATER CAMPUS WRITTEN LEGAL DESCRIPTION

PROPERTY DESCRIPTION
BROADSTONE RANCH WATER CAMPUS

PARCEL 1

THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE EAST 220 FEET AND THE SOUTH 387.50 FEET THEREOF

ALSO EXCEPTING AND RESERVING THE WEST 68 FEET THEREOF FOR INGRESS, EGRESS AND PUBLIC UTILITIES.

SAID PARCEL CONTAINS 2.76 GROSS ACRES+/- MORE OR LESS

PARCEL 2

THE EAST 220' OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPTING AND RESERVING SOUTH 27.50 FEET THEREOF FOR INGRESS, EGRESS AND PUBLIC UTILITIES.

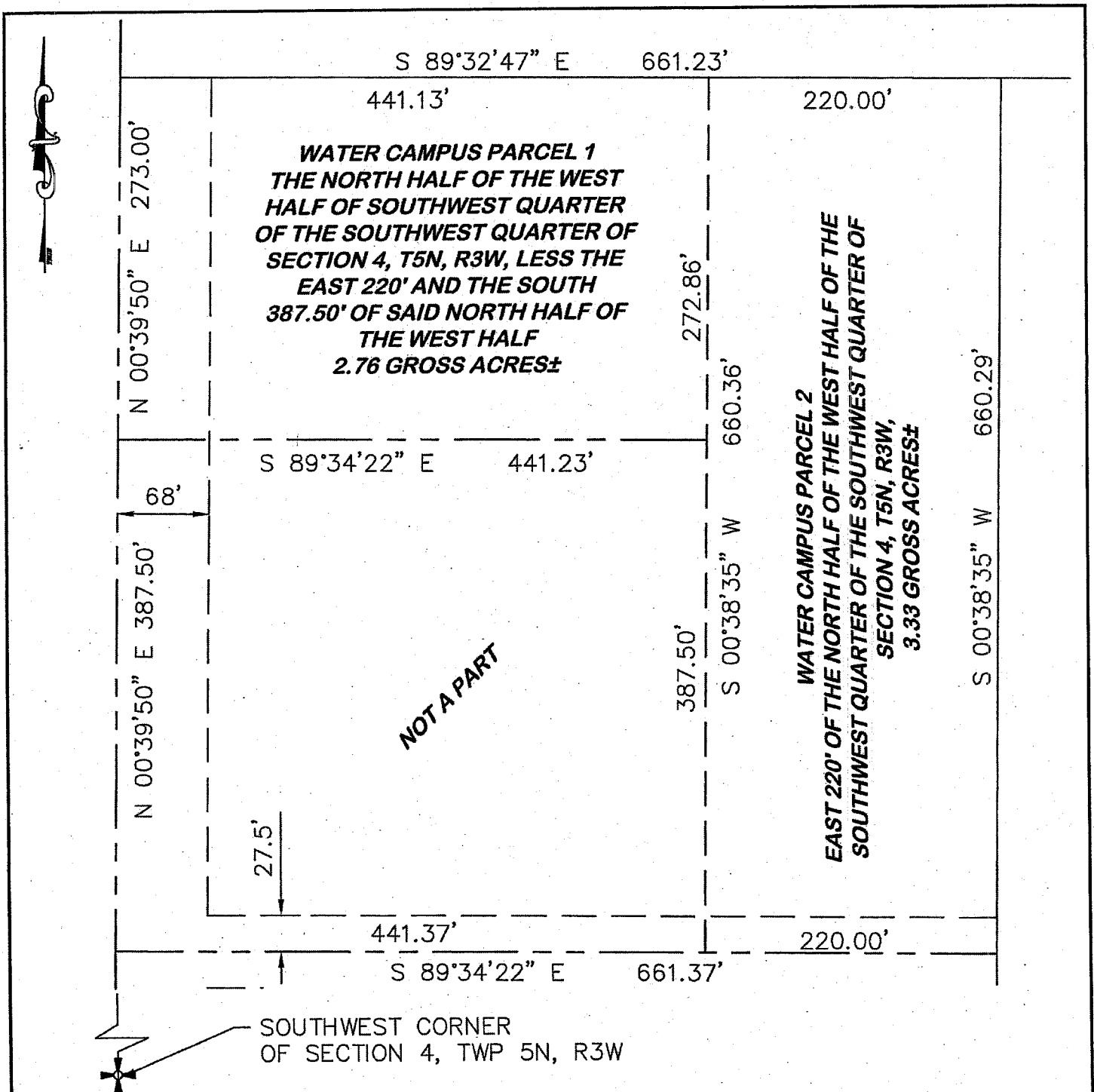
SAID PARCEL CONTAINS 3.33 GROSS ACRES+/- MORE OR LESS

EXHIBIT D.1.1
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Water Campus Map]

See following pages.

Exhibit D.1.1 Water Campus Map



3720 N. ROBERT ROAD STE 2
PRESCOTT VALLEY, AZ. 86314
TEL (928) 775-9890 FAX (928) 775-9891

BROADSTONE RANCH
WATER CAMPUS PROPERTY EXHIBIT
PART OF SECTION 4 TOWNSHIP 5
NORTH, RANGE 3 WEST, G.&S.R.M.,
MARICOPA COUNTY, ARIZONA

SCALE: NTS	DRAWN: T.A.L.
DATE: 11-05-07	JOB #: 07-1043

EXHIBIT D.2
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[WRF Site Legal Description]

See following pages.

EXHIBIT D.2
WASTEWATER RECLAMATION FACILITY WRITTEN LEGAL DESCRIPTION
PAGE 1 OF 2

PROPERTY DESCRIPTION
SECTION 36 WASTE WATER RECLAMATION FACILITY

ALL THAT PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA LYING SOUTHWESTERLY OF THE 65 dB LUKE AIR FORCE BASE BOUNDARY AND NORTHWESTERLY OF THE CENTRAL ARIZONA PROJECT CANAL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36 BEING A MARICOPA COUNTY BRASS CAP, THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, N.00°22'11"E., A DISTANCE OF 660.18 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTHERLY ALONG SAID LINE, N.00°22'11"E., A DISTANCE OF 1,979.34 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 36, MARKED BY A MARICOPA COUNTY BRASS CAP;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 36. N.00°29'10"E., A DISTANCE OF 212.75 FEET TO A POINT OF INTERSECTION OF SAID WEST LINE OF THE NORTHWEST QUARTER WITH THE APPROXIMATE LUKE 65DB BOUNDARY OF WHICH AN ACCURATE DESCRIPTION OF SURVEY DOES NOT EXIST;

THENCE ALONG SAID APPROXIMATE 65DB BOUNDARY, S.55°23'46"E., A DISTANCE OF 377.84 FEET TO A POINT OF INTERSECTION OF SAID BOUNDARY WITH THE EAST-WEST MID-SECTION LINE OF SAID SECTION 36;

THENCE CONTINUE SOUTHEASTERLY ALONG SAID LINE, S.55°23'46"E., A DISTANCE OF 1,727.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE CENTRAL ARIZONA PROJECT CANAL AS DETAILED IN STATE LAND LEASE #29-110010-00-000;

THENCE ALONG SAID CANAL RIGHT OF WAY, S.47°47'05"W., A DISTANCE OF 1,146.04 FEET;

EXHIBIT D.2
WASTEWATER RECLAMATION FACILITY WRITTEN LEGAL DESCRIPTION
PAGE 2 OF 2

THENCE CONTINUE ALONG SAID CANAL RIGHT OF WAY, S.63°31'40"W., A
DISTANCE OF 515.11 FEET;

THENCE CONTINUE ALONG SAID CANAL RIGHT OF WAY, N.89°36'23"W., A
DISTANCE OF 437.26 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THE WEST 40 FEET OF THE AFOREMENTIONED PARCEL AS AN
EASEMENT FOR HIGHWAY PURPOSES AS DETAILED IN DOCUMENT #91-
383042 OF OFFICIAL RECORDS, MARICOPA COUNTY.

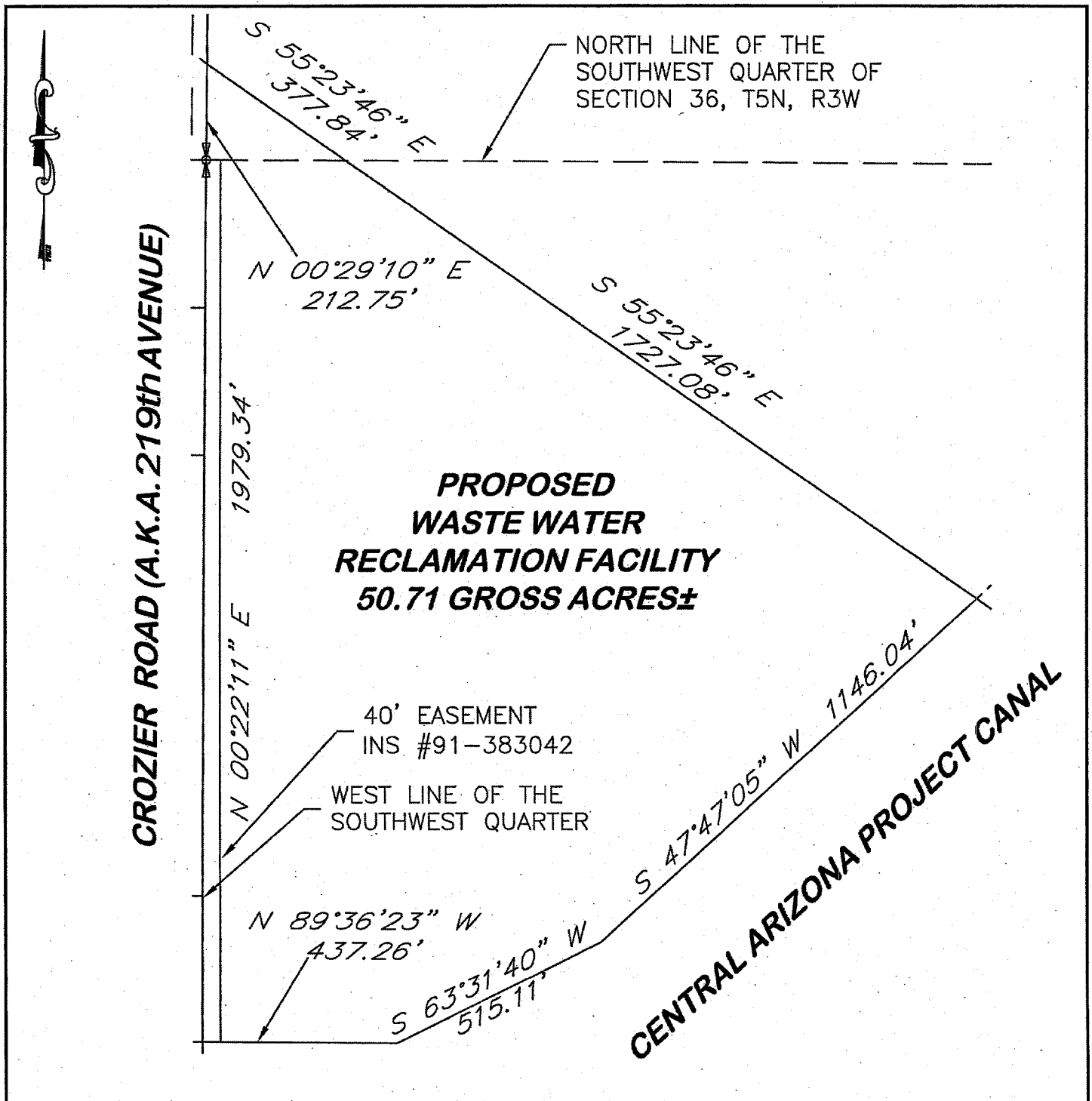
CONTAINING 2,208,659.34 GROSS SQUARE FEET OR 50.71 GROSS ACRES,
MORE OR LESS.

EXHIBIT D.2.1
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[WRF Site Map]

See following pages.

EXHIBIT D.2.1
WASTEWATER RECLAMATION FACILITY MAP



3720 N. ROBERT ROAD STE 2
 PRESCOTT VALLEY, AZ. 86314
 TEL (928) 775-9890 FAX (928) 775-9891

**BROADSTONE RANCH
 WASTE WATER RECLAMATION FACILITY
 PROPERTY EXHIBIT
 PART OF SECTION 36 TOWNSHIP 5
 NORTH, RANGE 3 WEST, G.&S.R.M.,
 MARICOPA COUNTY, ARIZONA**

SCALE: NTS	DRAWN: T.A.L.
DATE: 11-05-07	JOB #: 07-1043

EXHIBIT D.3
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Permanent Fire Station Site Legal Description]

See following pages.

EXHIBIT D.3
FIRE STATION SITE WRITTEN LEGAL DESCRIPTION

PROPERTY DESCRIPTION
BROADSTONE RANCH FIRE STATION

THE SOUTH 387.50 FEET OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE EAST 220 FEET OF SAID NORTH HALF

ALSO EXCEPTING AND RESERVING THE WEST 68 FEET AND THE SOUTH 27.50 FEET THEREOF FOR INGRESS, EGRESS AND PUBLIC UTILITIES.

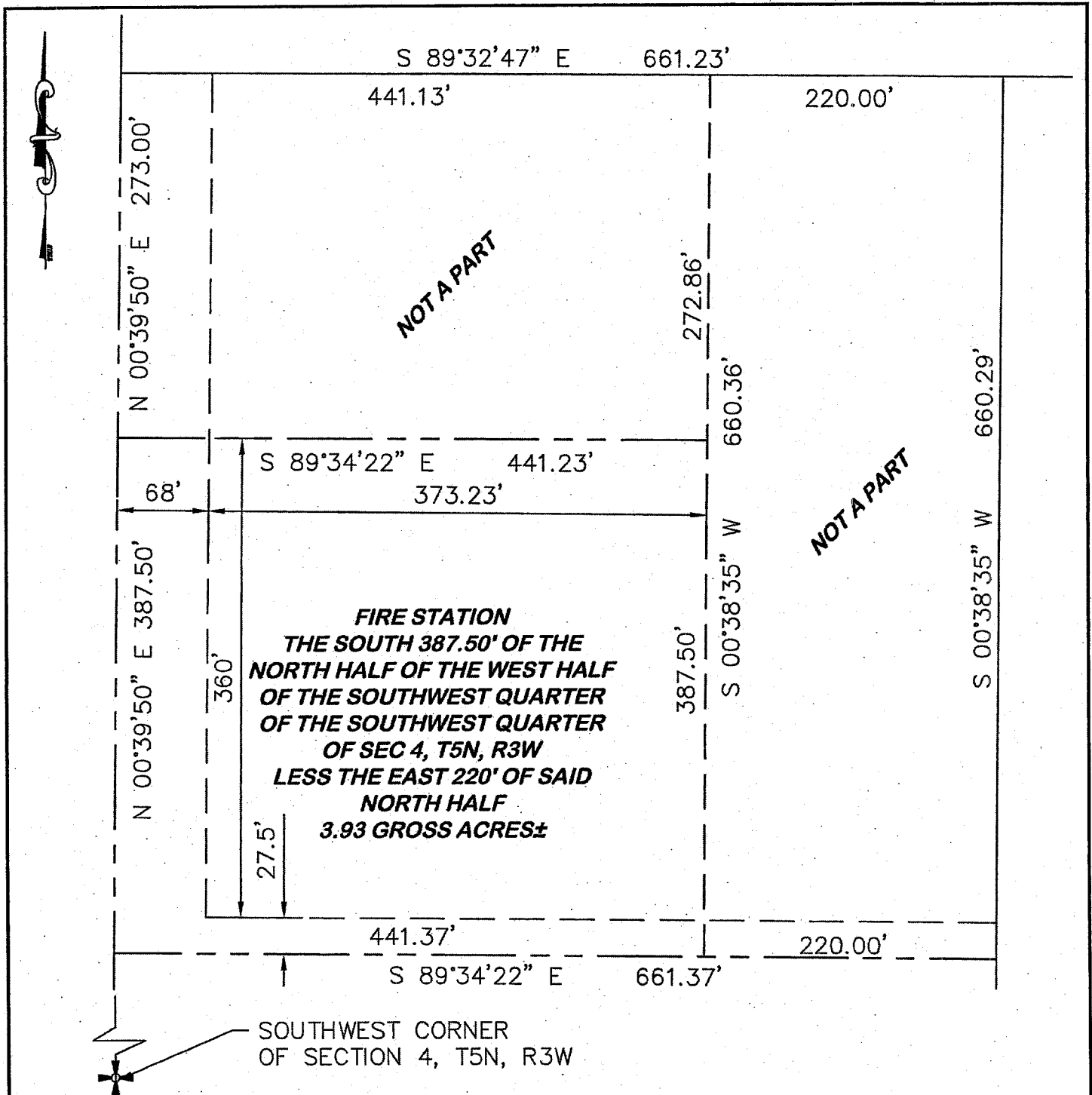
SAID PARCEL CONTAINS 3.93 GROSS ACRES+/- MORE OR LESS

EXHIBIT D.3.1
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Permanent Fire Station Site Map]

See following pages.

EXHIBIT D.3.1 FIRE STATION SITE MAP



Land Surveying Inc.
3720 N. ROBERT ROAD STE 2
PRESCOTT VALLEY, AZ. 86314
TEL (928) 775-9890 FAX (928) 775-9891

BROADSTONE RANCH
FIRE STATION PROPERTY EXHIBIT
PART OF SECTION 4 TOWNSHIP 5
NORTH, RANGE 3 WEST, G.&S.R.M.,
MARICOPA COUNTY, ARIZONA

SCALE: NTS	DRAWN: T.A.L.
DATE: 11-05-07	JOB #: 07-1043

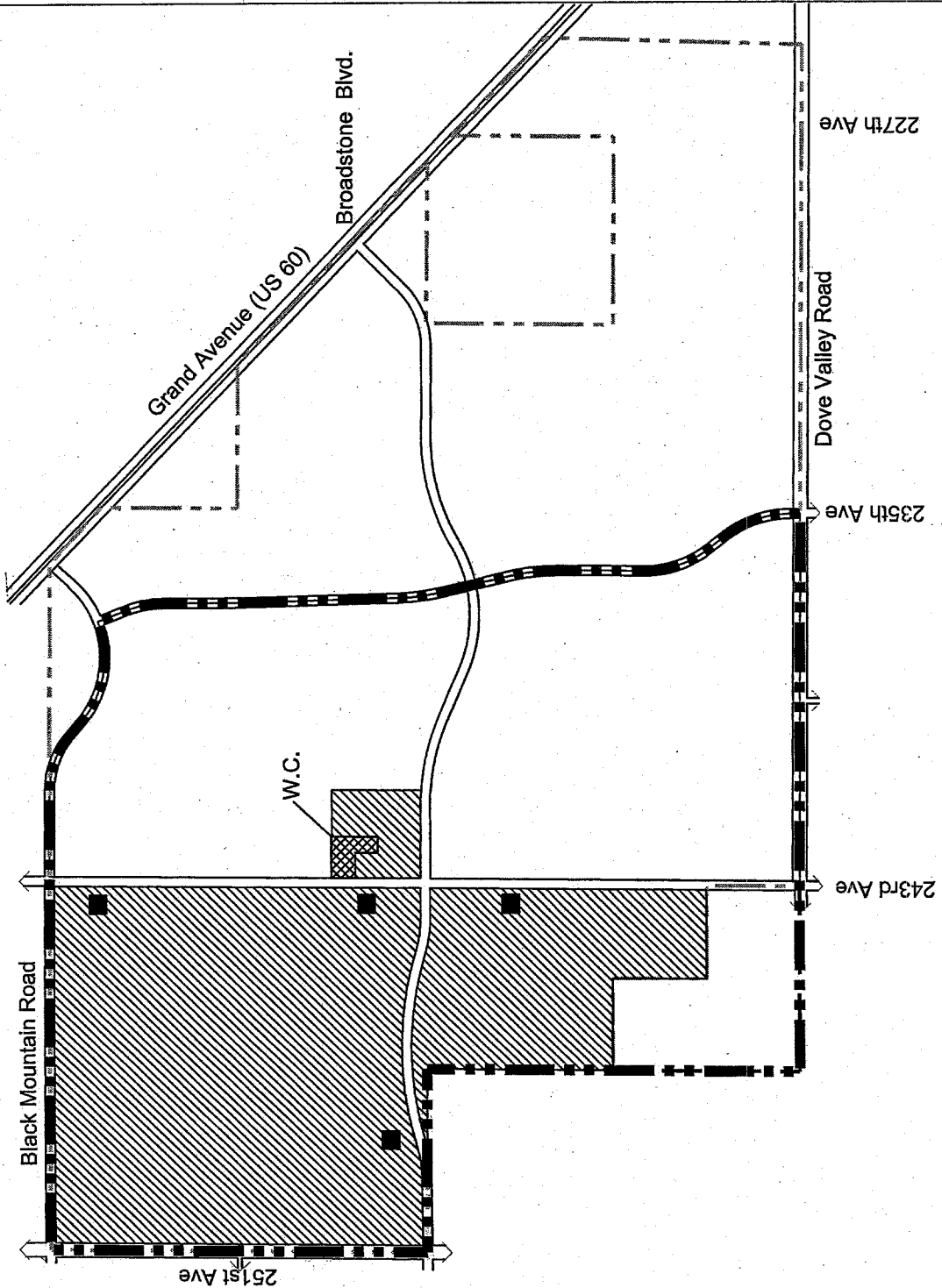
EXHIBIT E.1
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Benefited Area for Reimbursable Water Infrastructure]

See following pages.

BENEFIT AREA FOR REIMBURSEMENT OF WATER INFRASTRUCTURE

Facilities
Storage: 2.4 Million Gallons
Planned Wells: 4
Oversized Water Lines: 25,448 Lineal Feet
Land 6.1 Acres



DEVELOPMENT AGREEMENT

BROADSTONE
★
RANCH

CITY OF SURPRISE, ARIZONA

EXHIBIT E-1

LEGEND

-  Permanent Water Campus Site
-  Planned Well Sites
-  Development Agreement Area
880 Acres (44.8% of Benefit Area)
-  Water Service Benefit Area
(1,963 Acres)

Date: 09.20.07
Job No.: 0496
Drawn by: PR



IVA urban design studio

EXHIBIT E.2
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Benefited Area for Reimbursable Wastewater Infrastructure: SPA 5 WRF Site]

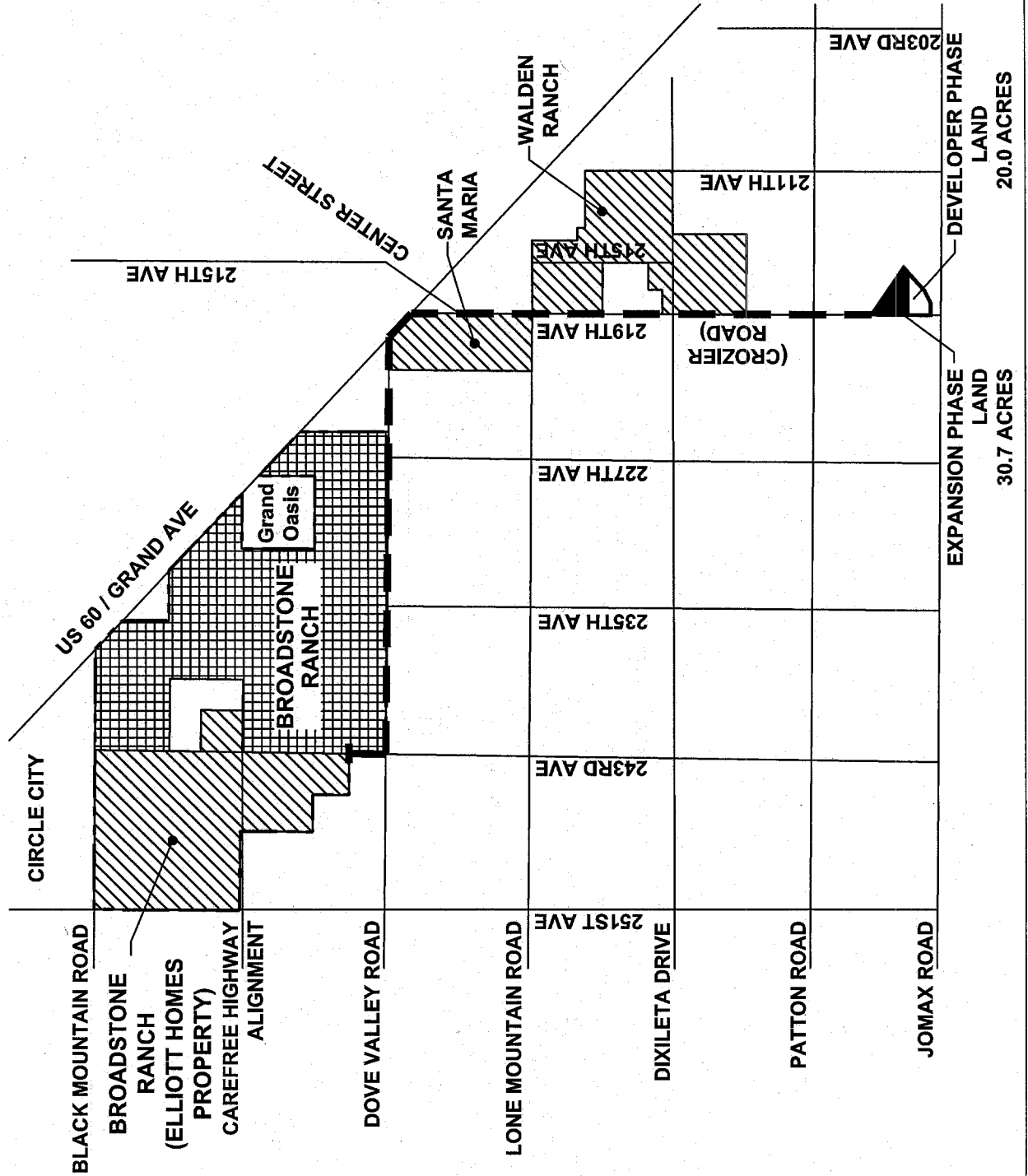
See following pages.

**Exhibit E-2
To
Pre-Annexation and
Development Agreement
(Broadstone Ranch)**

**is not recordable due to
line through text
a copy of this exhibit is on file with:**

**City of Surprise
City Clerk's Office
12425 West Bell Road, Suite D-100
Surprise, AZ 85374**

BENEFIT AREA FOR REIMBURSEMENT OF WASTEWATER INFRASTRUCTURE SPA 5 WASTEWATER RECLAMATION SITE



DEVELOPMENT AGREEMENT

BROADSTONE
★
RANCH

CITY OF SURPRISE, ARIZONA

EXHIBIT E.2

LEGEND

— Interceptor Line

--- Broadstone
Ranch Project
Boundary

▨ Developer Phase
Responsibility
(1,590 Ac.)

▤ Expansion Phase
Reimbursement
Area (1,939 Ac.)

△ SPA 5
Wastewater
Reclamation
Facility

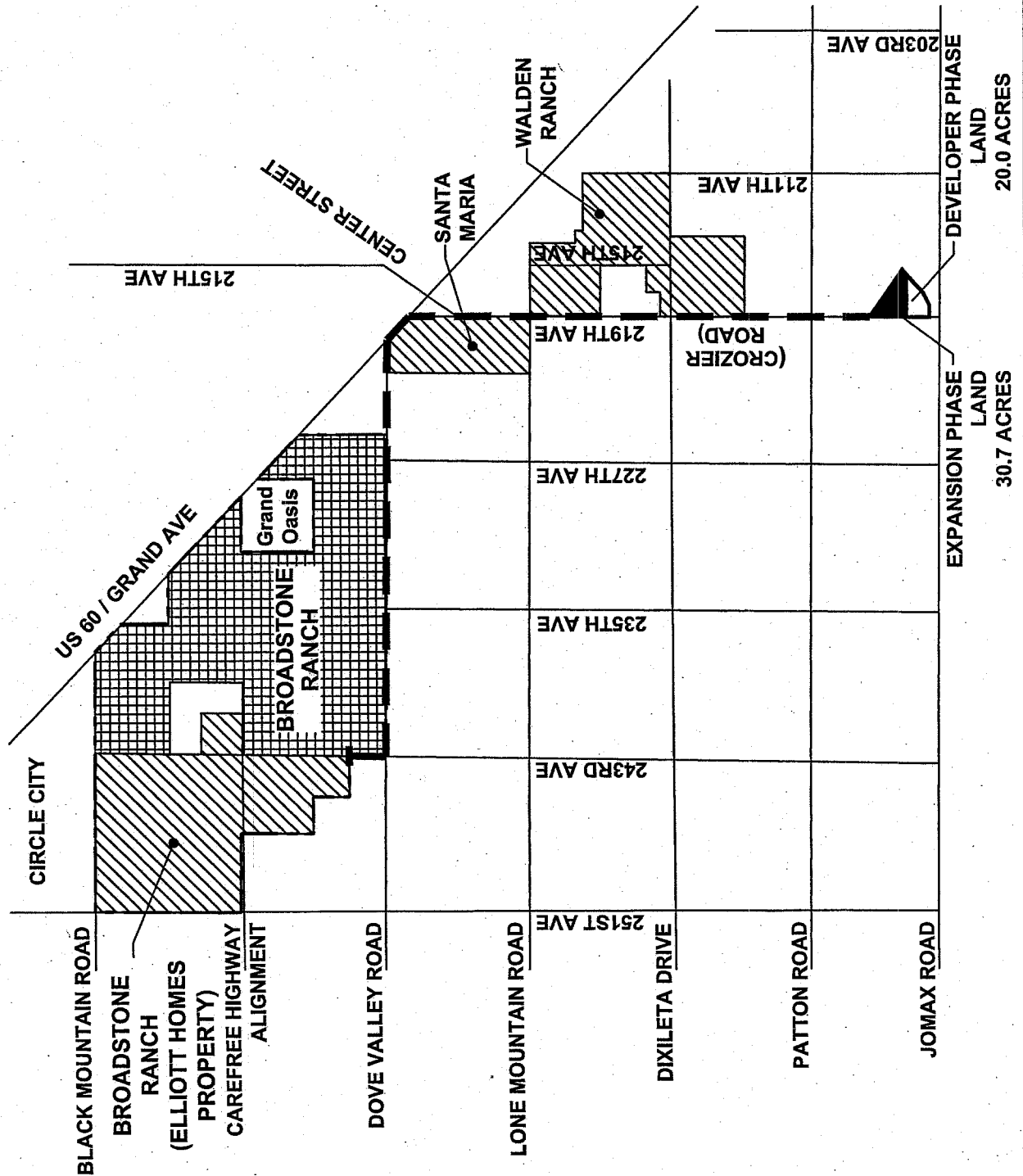
Benefit Area: 3,529 Ac.

Date: 09.20.07
Job No.: 0496
Drawn by: PR



urban design studio

BENEFIT AREA FOR REIMBURSEMENT OF WASTEWATER INFRASTRUCTURE SPA 5 WASTEWATER RECLAMATION SITE



DEVELOPMENT AGREEMENT

BROADSTONE
★
RANCH

CITY OF SURPRISE, ARIZONA

EXHIBIT E.2

LEGEND

— Interceptor Line

--- Broadstone
Ranch Project
Boundary

▨ Developer Phase
Responsibility
(1,590 Ac.)

▤ Expansion Phase
Reimbursement
Area (1,939 Ac.)

△ SPA 5
Wastewater
Reclamation
Facility

Benefit Area: 3,529 Ac.

Date: 09.20.07
Job No.: 0496
Drawn by: PR



urban design studio

EXHIBIT E.3
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Benefited Area for Reimbursable Wastewater Infrastructure: Interceptor Line]

See following pages.

Exhibit E-3
To
Pre-Annexation and
Development Agreement
(Broadstone Ranch)

is not recordable due to
line through text
a copy of this exhibit is on file with:

City of Surprise
City Clerk's Office
12425 West Bell Road, Suite D-100
Surprise, AZ 85374

DEVELOPMENT AGREEMENT

BROADSTONE
★
RANCH

CITY OF SURPRISE, ARIZONA

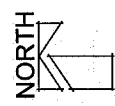
EXHIBIT E.3

LEGEND

- Interceptor Line
- - - Broadstone Ranch Project Boundary
- ==== Sewer Easement
- ▨ Developer Phase Participants (1,590 Ac.)
- ▤ Reimbursement Area (2,260 Ac.)
- △ SPA 5 Wastewater Reclamation Facility

Benefit Area: 3,850 Ac.

Date: 09.20.07
Job No.: 0496
Drawn by: PR

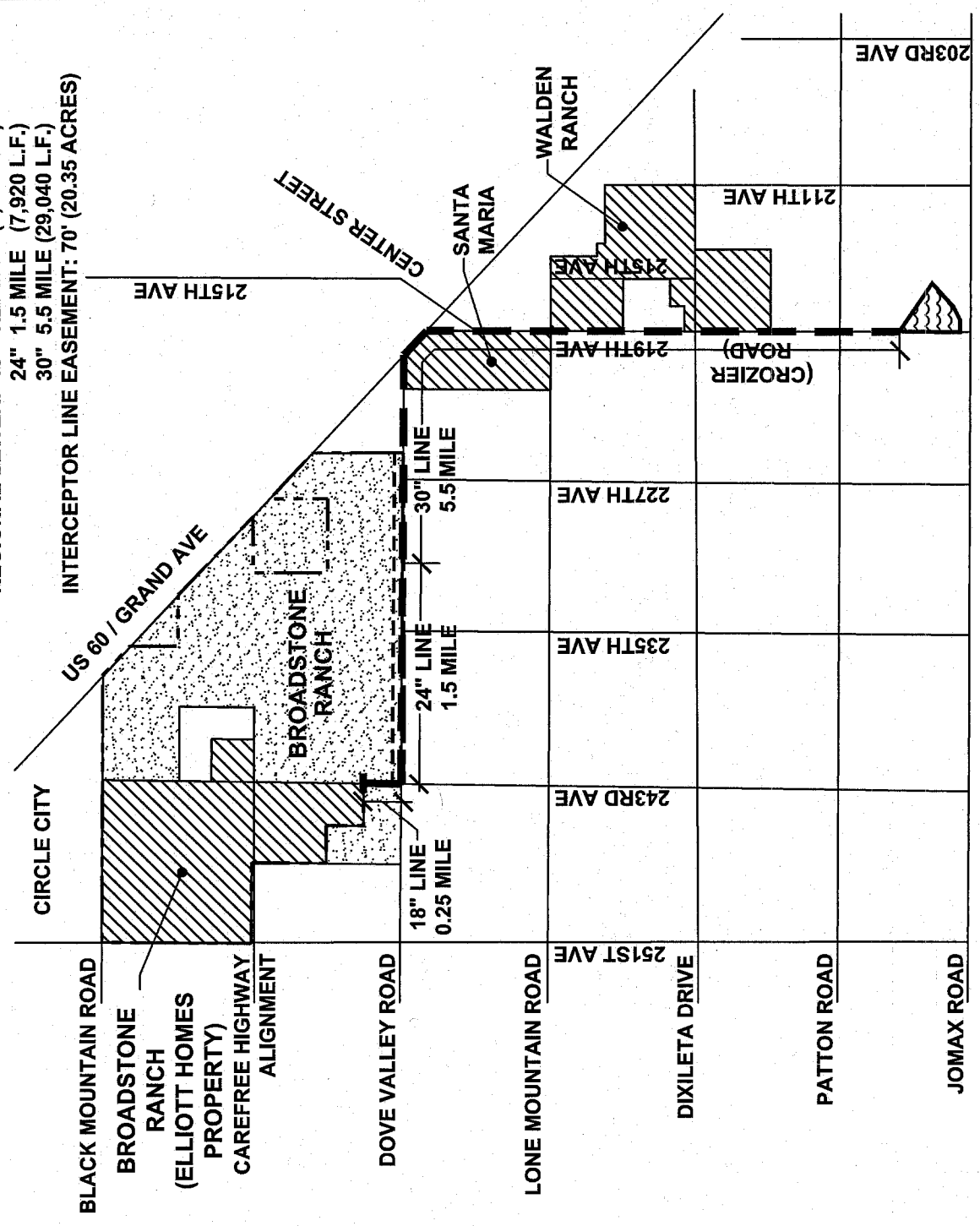


urban design studio

BENEFIT AREA FOR REIMBURSEMENT OF WASTEWATER INFRASTRUCTURE REGIONAL INTERCEPTOR LINE

FACILITIES

REGIONAL SEWER: 18" 0.25 MILE (1,320 L.F.)
24" 1.5 MILE (7,920 L.F.)
30" 5.5 MILE (29,040 L.F.)
INTERCEPTOR LINE EASEMENT: 70' (20.35 ACRES)

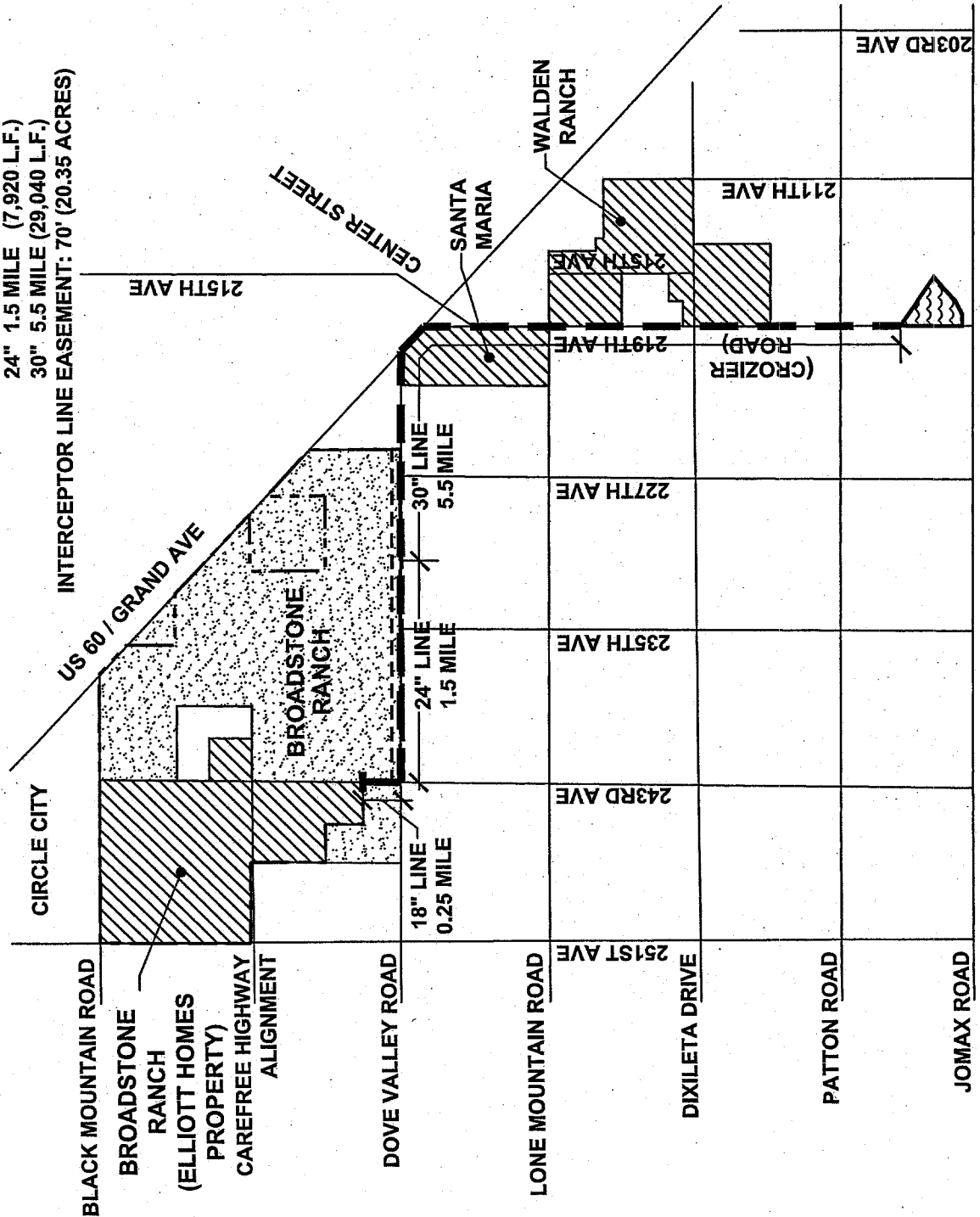


BENEFIT AREA FOR REIMBURSEMENT OF WASTEWATER INFRASTRUCTURE REGIONAL INTERCEPTOR LINE

FACILITIES

REGIONAL SEWER: 18" 0.25 MILE (1,320 L.F.)
24" 1.5 MILE (7,920 L.F.)
30" 5.5 MILE (29,040 L.F.)

INTERCEPTOR LINE EASEMENT: 70' (20.35 ACRES)



DEVELOPMENT AGREEMENT

BROADSTONE
RANCH

CITY OF SURPRISE, ARIZONA

EXHIBIT E.3

LEGEND

Interceptor Line

Broadstone
Ranch Project
Boundary

Sewer Easement

Developer Phase
Participants
(1,590 Ac.)

Reimbursement
Area (2,260 Ac.)

SPA 5
Wastewater
Reclamation
Facility

Benefit Area: 3,850 Ac.

Date: 09.20.07
Job No.: 0496
Drawn by: PR



urban design studio

EXHIBIT E.3.1
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Interceptor Line Easement Legal Description]

See following pages.

EXHIBIT E.3.1
INTERCEPTOR LINE EASEMENT WRITTEN LEGAL DESCRIPTION
(PARCEL 1)

EASEMENT DESCRIPTION

PARCEL 1

ALL THAT PORTION OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 9, BEING A U.S.G.L.O. BRASS CAP DATED 1916, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF SAID SECTION 9, N.00°21'19"E., A DISTANCE OF 1,389.84 FEET;

THENCE LEAVING SAID WEST LINE, EAST, A DISTANCE OF 70.00 FEET;

THENCE S.00°21'19"W., A DISTANCE OF 1,320.34 FEET;

THENCE S.89°35'32"E., A DISTANCE OF 2,576.44 FEET;

THENCE S.89°26'12"E., A DISTANCE OF 2,646.56 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 9;

THENCE ALONG SAID EAST LINE, S.00°33'48"W., A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SECTION 9, BEING A U.S.G.L.O. BRASS CAP DATED 1916;

THENCE ALONG THE SOUTH LINE OF SECTION 9, N.89°26'12"W., A DISTANCE OF 2,646.29 FEET TO THE SOUTH ¼ CORNER OF SECTION 9, BEING A U.S.G.L.O. BRASS CAP DATED 1916;

THENCE CONTINUE ALONG THE SOUTH LINE OF SECTION 9, N.89°35'32"W., A DISTANCE OF 2,646.46 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 462,906.86 SQUARE FEET OR 10.63 ACRES, MORE OR LESS.

EXHIBIT E.3.1
INTERCEPTOR LINE EASEMENT WRITTEN LEGAL DESCRIPTION
(PARCEL 2)

EASEMENT DESCRIPTION

PARCEL 2

ALL THAT PORTION OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING THE SOUTHEAST CORNER OF SECTION 10, BEING A U.S.G.L.O. BRASS CAP DATED 1916, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, N.89°38'16"W., A DISTANCE OF 2,647.24 FEET TO THE SOUTH ¼ CORNER OF SECTION 10, BEING A U.S.G.L.O. BRASS CAP DATED 1916;

THENCE CONTINUE ALONG SAID SOUTH LINE, N.89°36'30"W., A DISTANCE OF 2,647.35 FEET TO THE SOUTHWEST CORNER OF SECTION 10, BEING A U.S.G.L.O. BRASS CAP DATED 1916;

THENCE ALONG THE WEST LINE OF SECTION 10, N.00°33'48"E., A DISTANCE OF 70.00 FEET;

THENCE LEAVING SAID WEST LINE, S.89°36'30"E., A DISTANCE OF 2,646.85 FEET;

THENCE S.89°38'16"E., A DISTANCE OF 2,647.48 FEET TO A POINT ON THE EAST LINE OF SECTION 10;

THENCE ALONG THE EAST LINE OF SECTION 10, S.00°21'01"W., A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 370,610.92 SQUARE FEET OR 8.51 ACRES, MORE OR LESS.

EXHIBIT E.3.1
INTERCEPTOR LINE EASEMENT WRITTEN LEGAL DESCRIPTION
(PARCEL 3)

EASEMENT DESCRIPTION
40' WIDE PUBLIC UTILITIES EASEMENT

PARCEL 3

AN EASEMENT FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES RUNNING THROUGH SECTION 11, TOWNSHIP 5 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 40 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 3 WEST

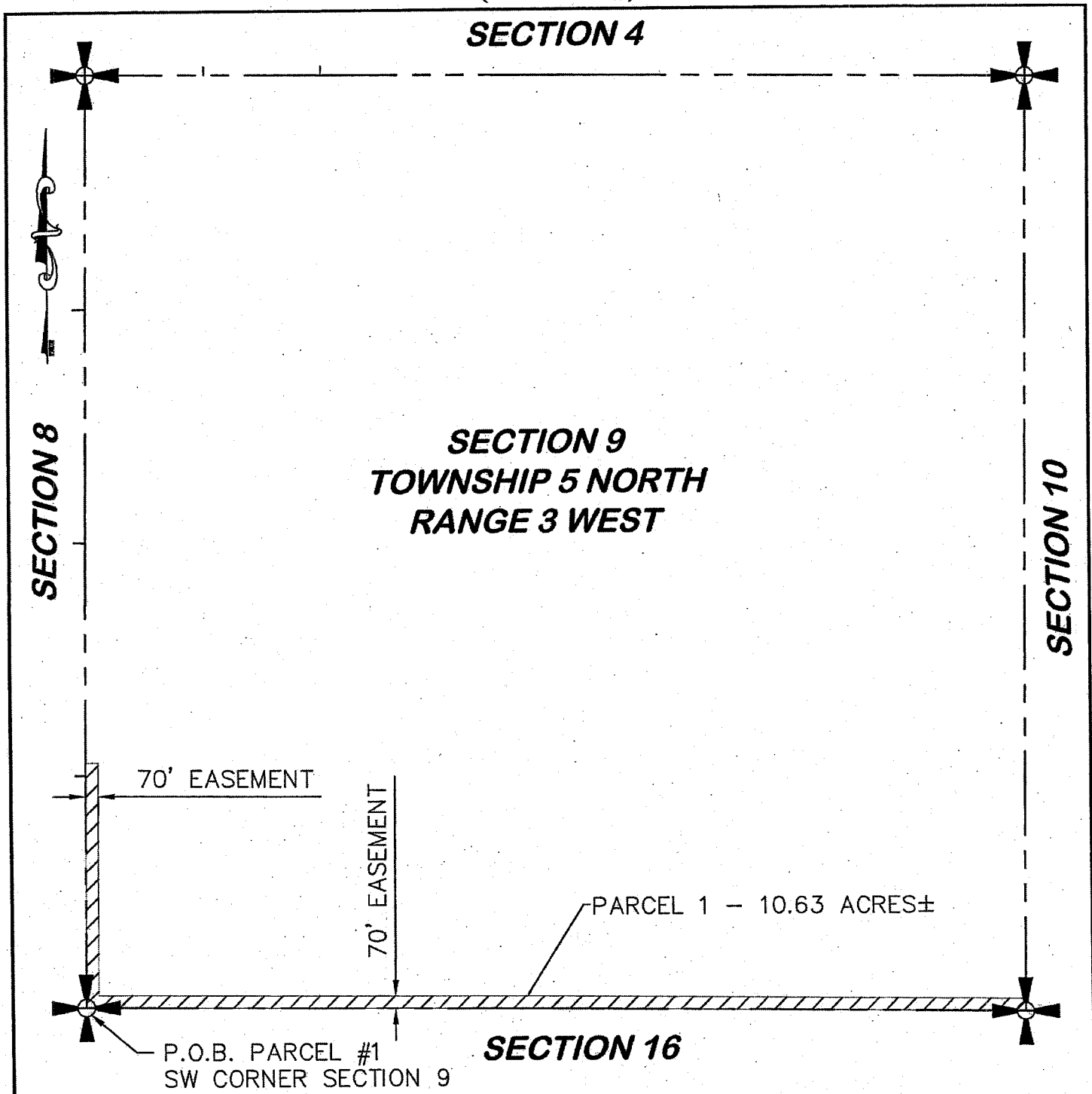
CONTAINING 52,707.60 SQUARE FEET OR 1.21 ACRES, MORE OR LESS.

EXHIBIT E.3.2
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Interceptor Line Easement Map]

See following pages.

EXHIBIT E.3.2
INTERCEPTOR LINE EASEMENT MAP
(PARCEL 1)

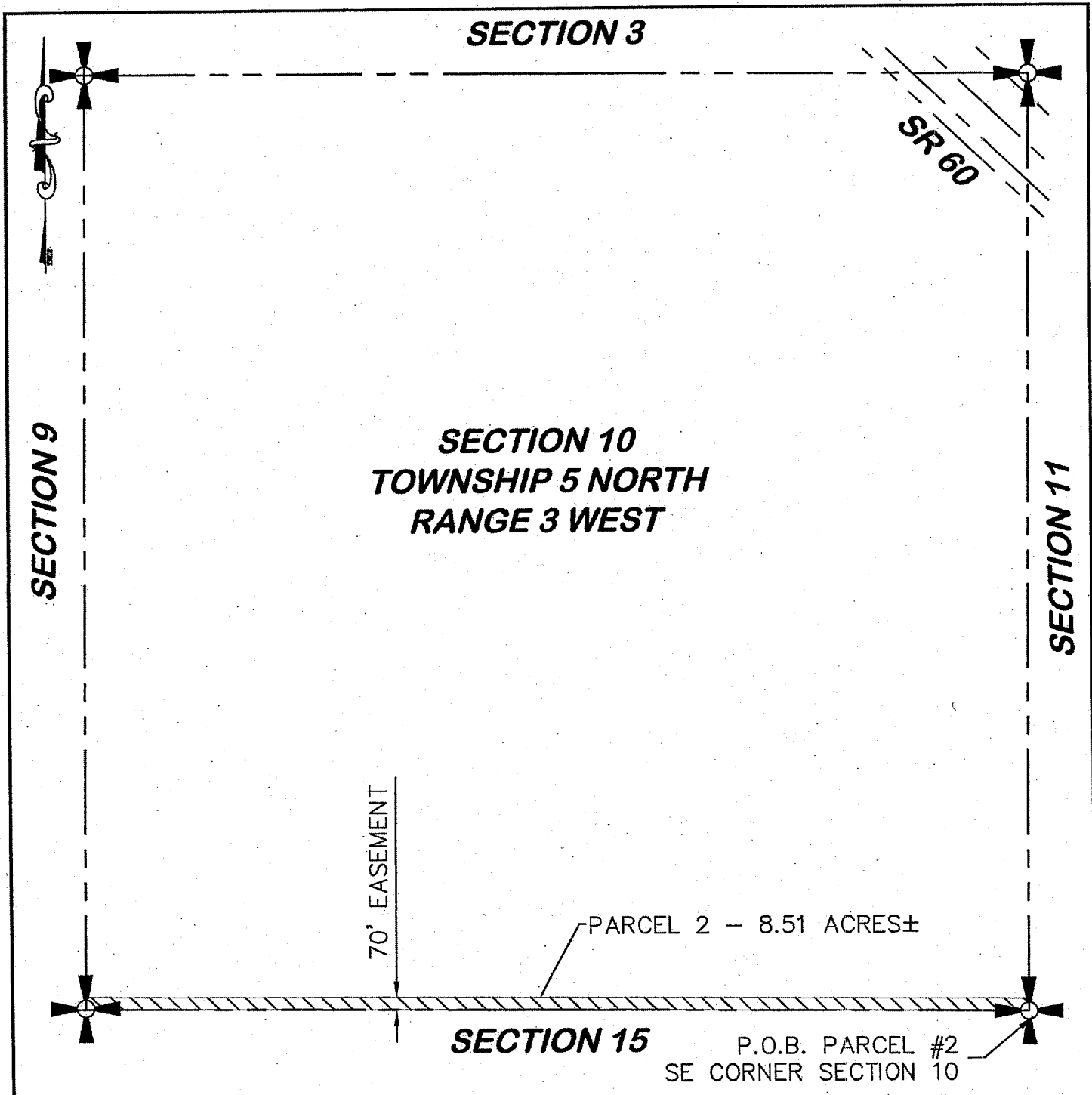


3720 N. ROBERT ROAD STE 2
PRESCOTT VALLEY, AZ. 86314
TEL (928) 775-9890 FAX (928) 775-9891

BROADSTONE RANCH
RIGHT OF WAY EXHIBIT
SECTION 9, TOWNSHIP 5 NORTH,
RANGE 3 WEST, G.&S.R.M.,
MARICOPA COUNTY, ARIZONA

SCALE: NTS	DRAWN: T.A.L.
DATE: 11-05-07	JOB #: 07-1043

EXHIBIT E.3.2
INTERCEPTOR LINE EASEMENT MAP
(PARCEL 2)



Land Surveying Inc.

3720 N. ROBERT ROAD STE 2
PRESCOTT VALLEY, AZ. 86314
TEL (928) 775-9890 FAX (928) 775-9891

BROADSTONE RANCH
RIGHT OF WAY EXHIBIT
SECTION 10, TOWNSHIP 5 NORTH,
RANGE 3 WEST, G.&S.R.M.,
MARICOPA COUNTY, ARIZONA

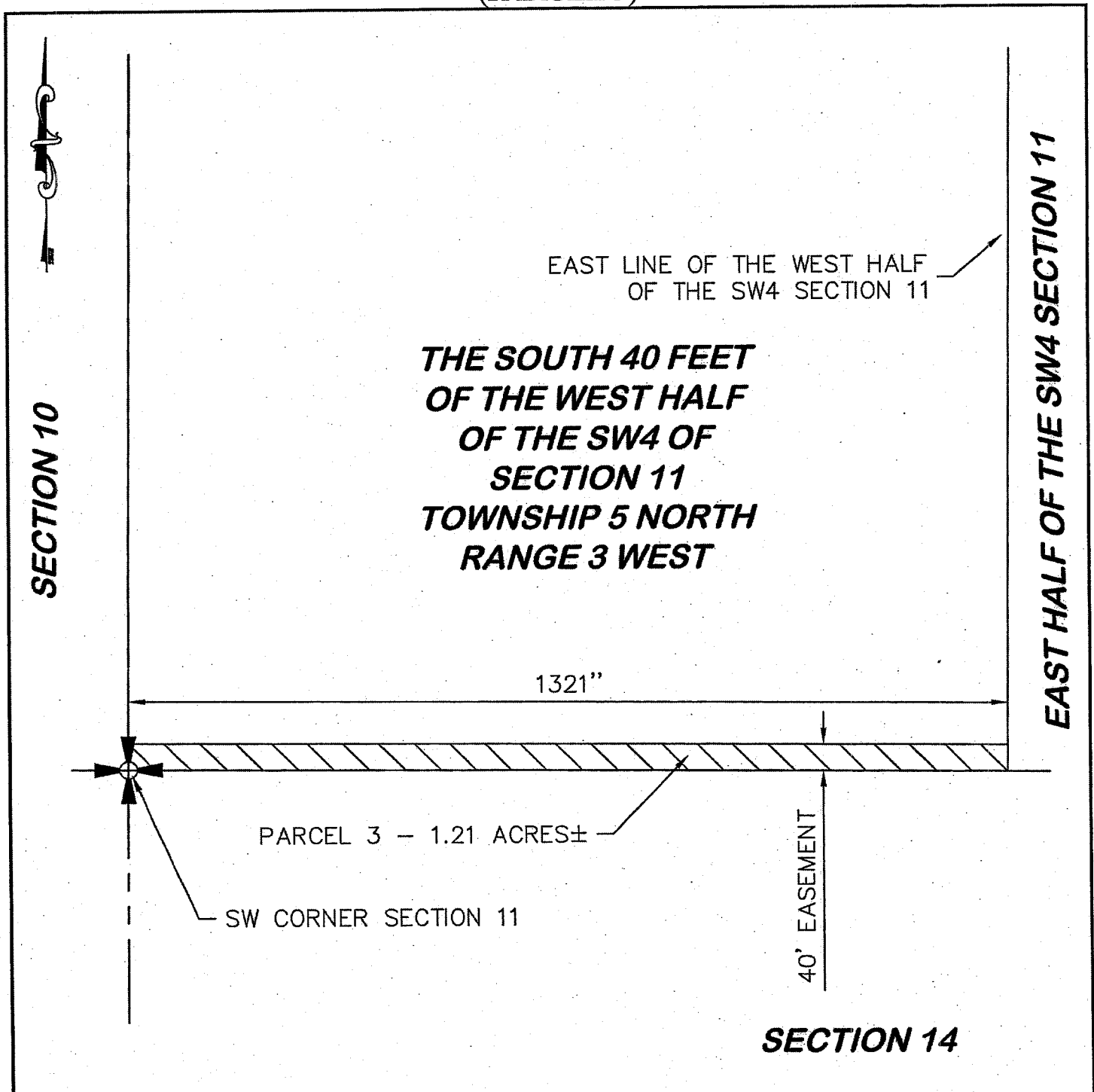
SCALE: NTS

DRAWN: T.A.L.

DATE: 11-05-07

JOB #: 07-1043

EXHIBIT E.3.2
INTERCEPTOR LINE EASEMENT MAP
(PARCEL 3)



3720 N. ROBERT ROAD STE 2
PRESCOTT VALLEY, AZ. 86314
TEL (928) 775-9890 FAX (928) 775-9891

BROADSTONE RANCH
RIGHT OF WAY EXHIBIT
SECTION 11, TOWNSHIP 5 NORTH,
RANGE 3 WEST, G.&S.R.M.,
MARICOPA COUNTY, ARIZONA

SCALE: NTS	DRAWN: T.A.L.
DATE: 11-05-07	JOB #: 07-1043

EXHIBIT E.4
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Benefited Area for Reimbursable Wastewater Infrastructure: SPA 5 WRF Improvements]

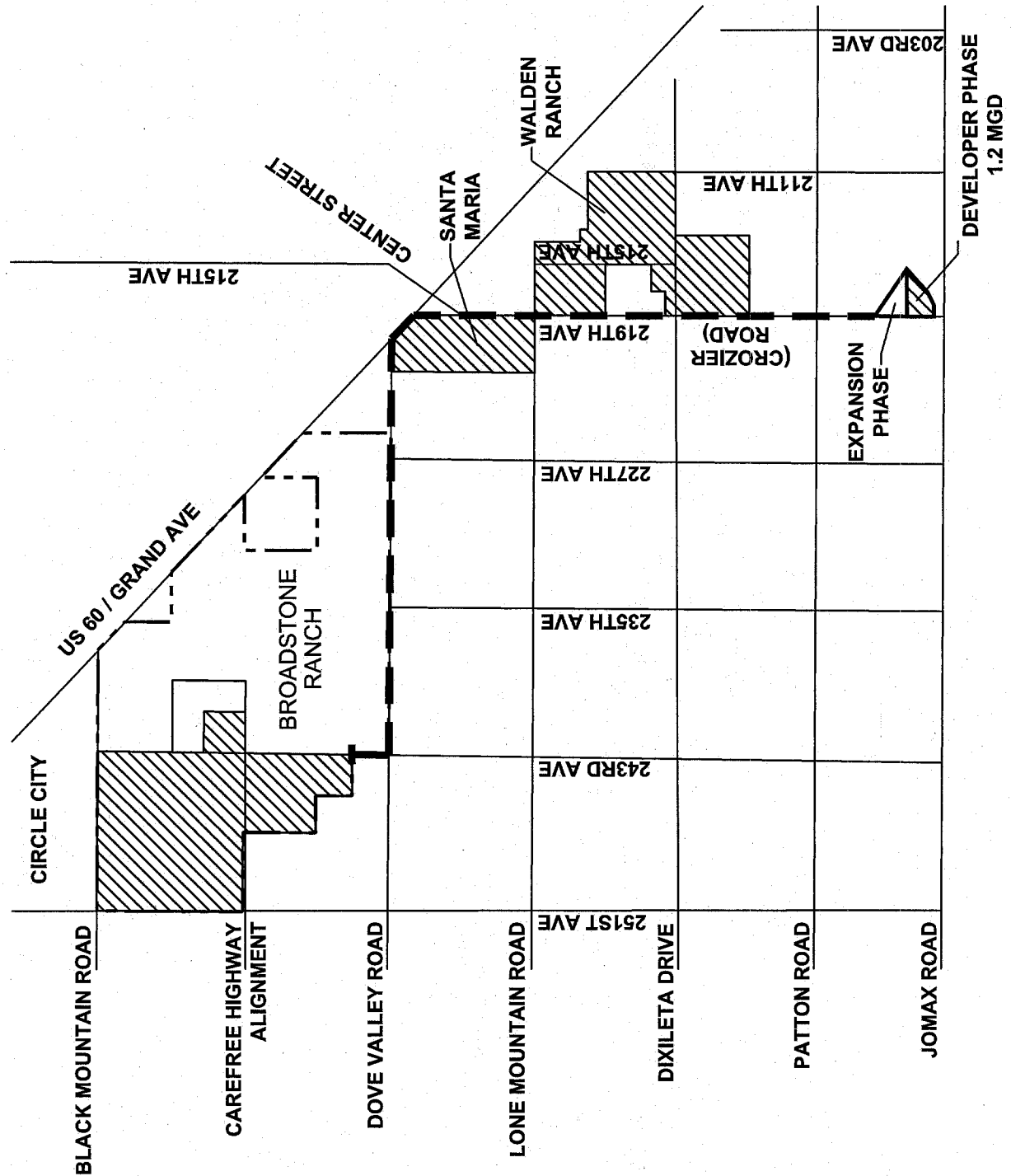
See following pages.

Exhibit E-4
To
Pre-Annexation and
Development Agreement
(Broadstone Ranch)

is not recordable due to
line through text
a copy of this exhibit is on file with:

City of Surprise
City Clerk's Office
12425 West Bell Road, Suite D-100
Surprise, AZ 85374

BENEFIT AREA FOR REIMBURSEMENT OF WASTEWATER INFRASTRUCTURE SPA 5 WASTEWATER RECLAMATION FACILITY IMPROVEMENTS



DEVELOPMENT AGREEMENT

BROADSTONE
★
RANCH

CITY OF SURPRISE, ARIZONA

EXHIBIT E.4

LEGEND

— Interceptor Line

--- Broadstone
Ranch Project
Boundary

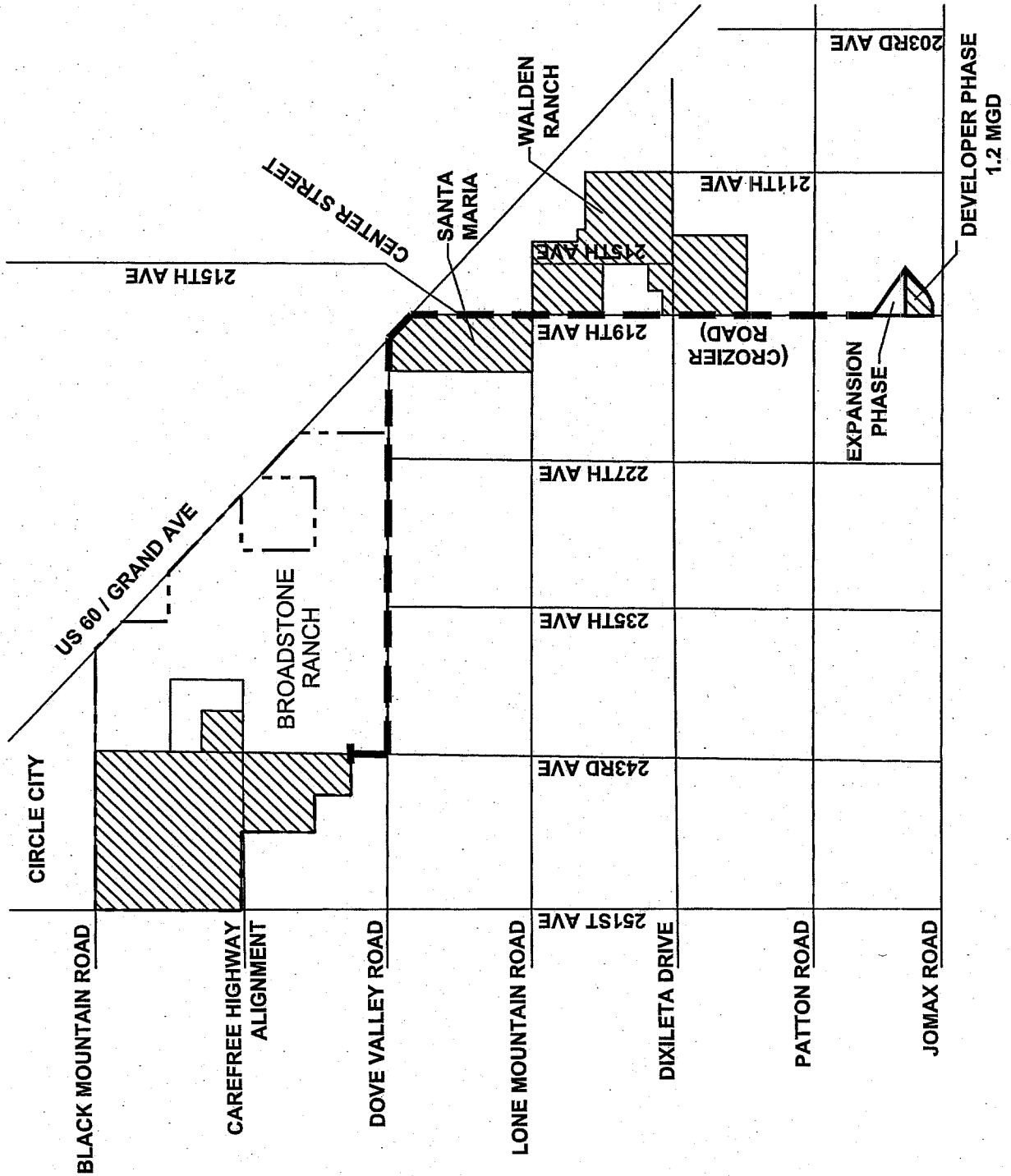
▨ Developer Phase
(1,590 AC)

Date: 09.20.07
Job No.: 0496
Drawn by: PR



urban design studio

BENEFIT AREA FOR REIMBURSEMENT OF WASTEWATER INFRASTRUCTURE SPA 5 WASTEWATER RECLAMATION FACILITY IMPROVEMENTS



DEVELOPMENT AGREEMENT

BROADSTONE
★
RANCH

CITY OF SURPRISE, ARIZONA

EXHIBIT E.4

LEGEND

— Interceptor Line

--- Broadstone
Ranch Project
Boundary

▨ Developer Phase
(1,590 AC)

Date: 09.20.07
Job No.: 0496
Drawn by: PR



urban design studio

EXHIBIT F
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Flowage Easement]

See following pages.

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
12425 West Bell Road, Suite D-100
Surprise, AZ 85374

FLOWAGE EASEMENT

Grantor:

Grantee:

CITY OF SURPRISE, an Arizona municipal corporation

Easement Area:

As described on Exhibit 1 and depicted on Exhibit 2, attached hereto.

Well:

As described on Exhibit 3 and depicted on Exhibit 2, attached hereto.

In consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration paid to Grantor by the Grantee, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, and conveyed and does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns a permanent and perpetual flowage easement, giving Grantee all rights of flowage caused by the operation and maintenance of Grantee's Well, over and across the Easement Area. Grantor will not allow any impediments to Grantee's use of this easement. Grantee shall be permitted to remove anything interfering with or impeding this easement or any ingress or egress of this easement

EXECUTED as of the latest date set forth below.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Subscribed and sworn to before me on _____, 200__, by _____
_____, the _____ of _____, an
Arizona _____, on behalf of such _____.

Notary Public

My commission expires:

EXHIBIT 1
TO
FLOWAGE EASEMENT
TO
BROADSTONE RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Legal Description of the Easement Area]

See following pages.

EXHIBIT 2
TO
FLOWAGE EASEMENT
TO
BROADSTONE RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Map of the Easement Area and Well]

See following pages.

EXHIBIT 3
TO
FLOWAGE EASEMENT
TO
BROADSTONE RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Legal Description of the Well]

See following pages.

EXHIBIT G
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Buy-in Addendum]

See following pages.

Addendum form for reimbursement

ADDENDUM NO. _____

This Addendum No. _____ dated _____, 200_, ("Addendum") is made and entered into by and between the City and Owner with respect to the Agreement, and, when countersigned below by the City Manager or designee on behalf of the City, it shall become an addendum to the Agreement for all purposes, and shall thereafter be construed to be integrated into such document.

By its signature set forth below, Owner hereby represents and warrants to City that since its last submittal of an Addendum to the City to be incorporated into the Agreement, Owner has incurred and paid the costs, charges and expenses itemized below for the development of reimbursable infrastructure in accordance with the terms of the Agreement and that it is entitled to reimbursement with respect to same as contemplated by and agreed to in the Agreement:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
	Subtotal \$ _____

Copies of paid bills or invoices, cancelled checks, or other written evidence reasonably evidencing these sums are attached to the copy of this Addendum being delivered to City and incorporated therein. When added to the costs, charges, fees and other expenses previously submitted to and approved by the City Manager or designee, this amount brings the total submitted by Owner to the City for reimbursement to \$ _____.

By its signature below, Owner hereby represents and warrants to City that all costs, fees, charges and expenses set forth above have been paid in full by Owner incident to the development of reimbursable infrastructure as contemplated by the Agreement, that no such amounts or sums are duplicative of amounts previously reported and submitted on prior Addenda, and that Owner in good faith believes that all such costs, fees, charges and expenses are eligible for reimbursement under the Agreement.

Unless otherwise separately defined in this Addendum, all capitalized terms contained herein shall be given the meaning set forth for such terms in the Agreement. All of the terms, provisions and conditions of the Agreement which are not expressly modified, amended or clarified by this Addendum (or which, in context, must be deemed modified, amended or clarified hereby) shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

OWNER:

By: _____

Name: _____

Title: _____

Date: _____

The undersigned hereby acknowledges the information set forth above and has accepted such costs for which Owner is entitled to receive reimbursement pursuant to the Agreement, and by its signature set forth below, authorizes that this Addendum No. _____ be attached to and hereafter be deemed a part of the Agreement for all purposes set forth therein.

CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT H
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)

[Moratorium Law]

See following pages.

Moratorium Law - A.R.S. § 9-463.06

9-463.06. Standards for enactment of moratorium; land development; limitations; definitions

A. A city or town shall not adopt a moratorium on construction or land development unless it first:

1. Provides notice to the public published once in a newspaper of general circulation in the community at least thirty days before a final public hearing to be held to consider the adoption of the moratorium.

2. Makes written findings justifying the need for the moratorium in the manner provided for in this section.

3. Holds a public hearing on the adoption of the moratorium and the findings that support the moratorium.

B. For urban or urbanizable land, a moratorium may be justified by demonstration of a need to prevent a shortage of essential public facilities that would otherwise occur during the effective period of the moratorium. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. A showing of the extent of need beyond the estimated capacity of existing essential public facilities expected to result from new land development, including identification of any essential public facilities currently operating beyond capacity and the portion of this capacity already committed to development, or in the case of water resources, a showing that, in an active management area, an assured water supply cannot be provided or, outside an active management area, a sufficient water supply cannot be provided, to the new land development, including identification of current water resources and the portion already committed to development.

2. That the moratorium is reasonably limited to those areas of the city or town where a shortage of essential public facilities would otherwise occur and on property that has not received development approvals based upon the sufficiency of existing essential public facilities.

3. That the housing and economic development needs of the area affected have been accommodated as much as possible in any program for allocating any remaining essential public facility capacity.

C. A moratorium not based on a shortage of essential public facilities under subsection B of this section may be justified only by a demonstration of compelling need for other public facilities, including police and fire facilities. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. For urban or urbanizable land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) That the moratorium is sufficiently limited to ensure that a needed supply of affected housing types and the supply of commercial and industrial facilities within or in proximity to the city or town are not unreasonably restricted by the adoption of the moratorium.

(c) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(d) That the city or town has determined that the public harm that would be caused by failure to impose a moratorium outweighs the adverse effects on other affected local governments, including shifts in demand for housing or economic development, public facilities and services and buildable lands and the overall impact of the moratorium on population distribution.

(e) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

2. For rural land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(c) That the moratorium is sufficiently limited to ensure that lots or parcels outside the affected geographical areas are not unreasonably restricted by the adoption of the moratorium.

(d) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

D. Any moratorium adopted pursuant to this section does not affect any express provision in a development agreement entered into pursuant to section 9-500.05 or as defined in section 11-1101 governing the rate, timing and sequencing of development, nor does it affect rights acquired pursuant to a protected development right granted according to chapter 11 of this title or title 11, chapter 9. Any moratorium adopted pursuant to this section shall provide a procedure pursuant to which an individual landowner may apply for a waiver of the moratorium's applicability to its property by claiming rights obtained pursuant to a development agreement, a protected development right or any vested right or by providing the public facilities that are the subject of the moratorium at the landowner's cost.

E. A moratorium adopted under subsection C, paragraph 1 of this section shall not remain in effect for more than one hundred twenty days, but such a moratorium may be extended for additional periods of time of up to one hundred twenty days if the city or town adopting the moratorium holds a public hearing on the proposed extension and adopts written findings that:

1. Verify the problem requiring the need for the moratorium to be extended.
2. Demonstrate that reasonable progress is being made to alleviate the problem resulting in the moratorium.
3. Set a specific duration for the renewal of the moratorium.

F. A city or town considering an extension of a moratorium shall provide notice to the general public published once in a newspaper of general circulation in the community at least thirty days before a final hearing is held to consider an extension of a moratorium.

G. Nothing in this section shall prevent a city or town from complying with any state or federal law, regulation or order issued in writing by a legally authorized governmental entity.

H. A landowner aggrieved by a municipality's adoption of a moratorium pursuant to this section may file, at any time within thirty days after the moratorium has been adopted, a complaint for a trial de novo in the superior court on the facts and the law regarding the moratorium. All matters presented to the superior court pursuant to this section have preference on the court calendar on the same basis as condemnation matters and the court shall further have the authority to award reasonable attorney fees incurred in the appeal and trial pursuant to this section to the prevailing party.

I. In this section:

1. "Compelling need" means a clear and imminent danger to the health and safety of the public.
2. "Essential public facilities" means water, sewer and street improvements to the extent that these improvements and water resources are provided by the city, town or private utility.
3. "Moratorium on construction or land development" means engaging in a pattern or practice of delaying or stopping issuance of permits, authorizations or approvals necessary for the subdivision and partitioning of, or construction on, any land. It does not include denial or delay of permits or authorizations because they are inconsistent with applicable statutes, rules, zoning or other ordinances.
4. "Rural land" means all property in the unincorporated area of a county or in the incorporated area of the city or town with a population of two thousand nine hundred or less persons according to the most recent United States decennial census.

5. "Urban or urbanizable land" means all property in the incorporated area of a city or town with a population of more than two thousand nine hundred persons according to the most recent United States decennial census.

6. "Vested right" means a right to develop property established by the expenditure of substantial sums of money pursuant to a permit or approval granted by the city, town or county.

**OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL**

20080747621 08/27/2008 04:13

City of Surprise
City Clerk's Office
12425 West Bell Road,
Suite D-100
Surprise, AZ 85374

**ELECTRONIC RECORDING
broadstone-8-1-1--,N**

**FIRST AMENDMENT TO THE
PRE-ANNEXATION,
DEVELOPMENT AND
SERVICES AGREEMENT
(BROADSTONE RANCH)**

When recorded, return to:
City Clerk
City of Surprise, Arizona
12425 W. Bell Road
Suite D-100
Surprise, AZ 85374

**FIRST AMENDMENT TO THE PRE-ANNEXATION, DEVELOPMENT AND
SERVICES AGREEMENT
(BROADSTONE RANCH)**

This First Amendment to the Pre-Annexation, Development and Services Agreement ("Amendment") is entered into by and between the City of Surprise, an Arizona municipal corporation ("City"), and ELLIOTT HOMES, INC., an Arizona corporation (the "Owner"). The City and Owner are hereinafter collectively referred to as the "Parties."

RECITALS:

A. Owner and the City entered into a Development Agreement last signed on December 5, 2007 and recorded with the Maricopa County Recorder in Instrument No. 2007-1312966 ("Agreement"), covering certain real property consisting of approximately eight hundred, forty one (841) acres located within parts of Section 4,5 & 8, Township 5 North, Range 3 West, Maricopa County, Arizona.

B. The City and Owner desire to modify, amend and clarify the Agreement on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows:

1. Upon execution of this Amendment by the Parties, **Exhibit E.2**, attached to this Amendment shall be substituted for, and replace, Exhibit E.2, "Benefit Area for Reimbursable Wastewater Infrastructure: SPA 5 Wastewater Reclamation Site", to the Agreement and **Exhibit E.2.3**, attached to this Amendment shall be substituted for, and replace, Exhibit E/4 "Benefit Area for Reimbursable Wastewater Infrastructure: SPA 5 Wastewater Reclamation Facility Improvements" to the Agreement. Substitution of these Exhibits will have the effect of expanding the area to be benefited by the Reimbursable Wastewater Infrastructure as defined in the Agreement. This is the only change being requested.

2. All of the terms, provisions and conditions of the Agreement which are not expressly modified, amended or clarified by this Amendment (or which, in context, must be deemed modified, amended or clarified hereby) shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, the provisions of this Amendment shall control. Time is of the essence of this Amendment and with respect to the performance required by each party hereunder. The City acknowledges and agrees that Owner and its successors and

permitted assignees have a right to rely, and will be relying, on the terms, provisions and conditions of this Amendment.

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

“City”

CITY OF SURPRISE,
an Arizona municipal corporation

By: L.E. Truitt
L.E. Truitt, Mayor
Date: 8-27-08

ATTEST:

Sherry Aguilar
Sherry Aguilar, City Clerk

APPROVED AS TO FORM

Michael Bailey
Michael Bailey, City Attorney

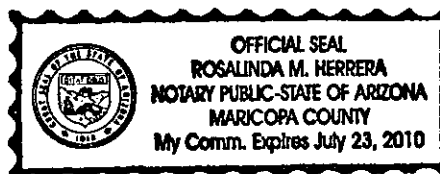
STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 27 day of AUGUST, 2008, by L.E. TRUITT, the Mayor for the CITY OF SURPRISE, an Arizona municipal corporation.

Rosalinda M. Herrera
Notary Public

My Commission Expires:

JULY 23, 2010



"Owner"

ELLIOTT HOMES, INC., an Arizona corporation

By: *Jeffrey Klem*

Name: *Jeffrey Klem*

Title: *Assistant Vice President*

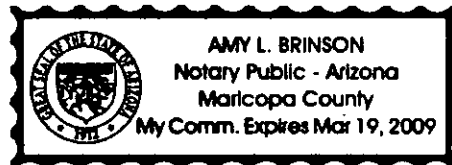
Date: *8/14/08*

STATE OF ARIZONA)
County of *Maricopa*)ss.

The foregoing instrument was acknowledged before me this *14th* day of *August*, 2008, by *Jeffrey Klem*, the *A.V.P.* of ELLIOTT HOMES, INC., an Arizona corporation.

Amy L. Brinson
Notary Public

My Commission Expires: _____



**EXHIBIT E.2
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)**

[Benefit Area for Reimbursable Wastewater Infrastructure: SPA 5 WRF Site]

Exhibit E.2

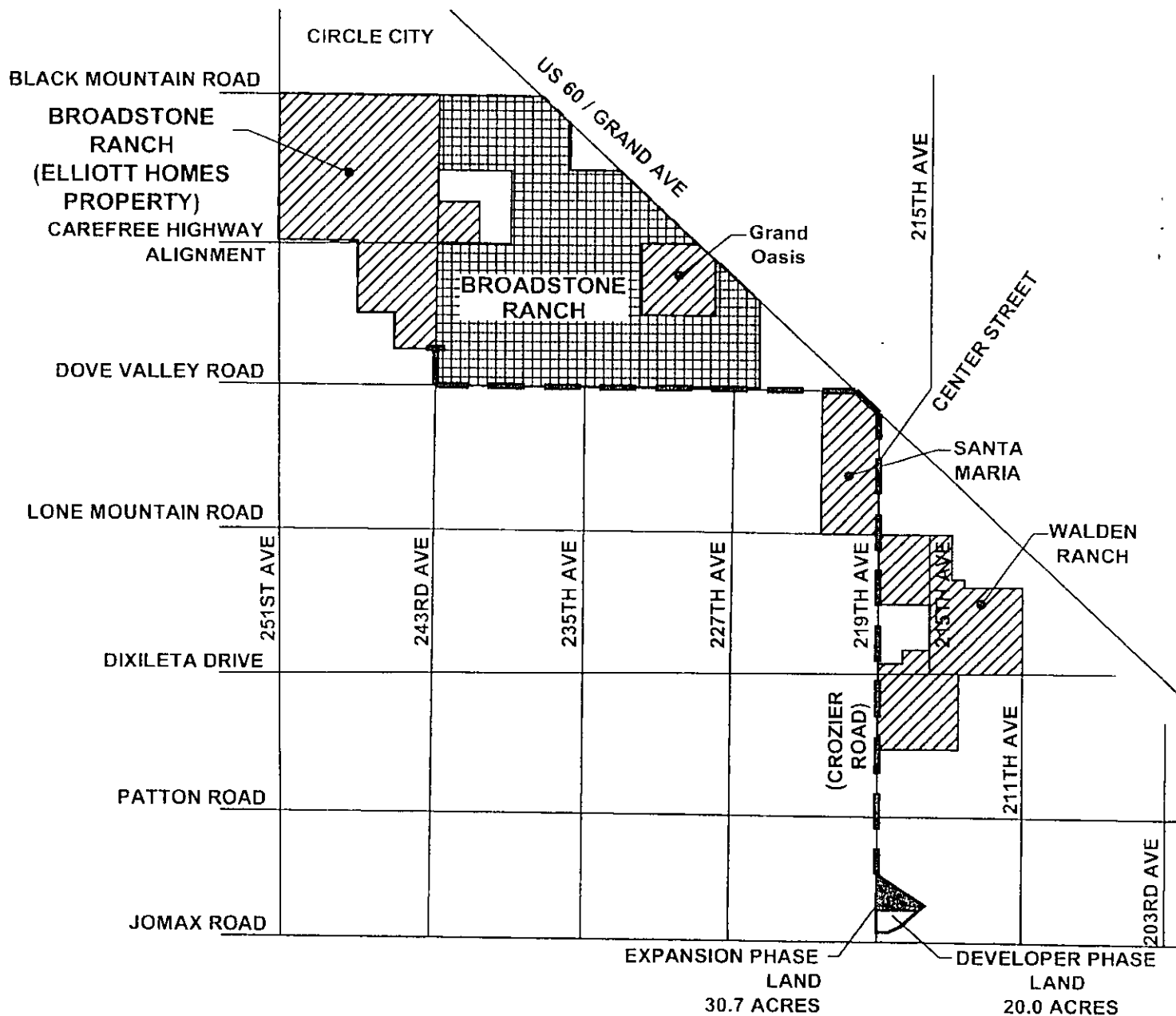
First Amendment to the Pre-Annexation,
Development and
Services Agreement
(Broadstone Ranch)

is not recordable due to lines through text

a copy of this exhibit is on file with:

City of Surprise
City Clerk's Office
12425 West Bell Road, Suite D-100
Surprise, AZ 85374
623.222.1000

BENEFIT AREA FOR REIMBURSEMENT OF WASTEWATER INFRASTRUCTURE SPA 5 WASTEWATER RECLAMATION SITE



DEVELOPMENT AGREEMENT

BROADSTONE
RANCH

CITY OF SURPRISE, ARIZONA

EXHIBIT E.2

LEGEND

- Interceptor Line
- Broadstone Ranch Project Boundary
- Developer Phase Responsibility (1,748 Ac.)
- Expansion Phase Reimbursement Area (1,939 Ac.)
- SPA 5 Wastewater Reclamation Facility

Benefit Area: 3,687 Ac.

Date:
06.23.08
Job No.:
0496
Drawn by:
PR



LVA urban design studio

**EXHIBIT E.2.3
TO
PRE-ANNEXATION AND
DEVELOPMENT AGREEMENT
(Broadstone Ranch)**

[Benefit Area for Reimbursable Wastewater Infrastructure: SPA 5 WRF Improvements]

Exhibit E.2.3

**First Amendment to the Pre-Annexation,
Development and
Services Agreement
(Broadstone Ranch)**

is not recordable due to lines through text

a copy of this exhibit is on file with:

**City of Surprise
City Clerk's Office
12425 West Bell Road, Suite D-100
Surprise, AZ 85374
623.222.1000**

BENEFIT AREA FOR REIMBURSEMENT OF WASTEWATER INFRASTRUCTURE SPA 5 WASTEWATER RECLAMATION FACILITY IMPROVEMENTS

DEVELOPMENT AGREEMENT

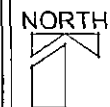
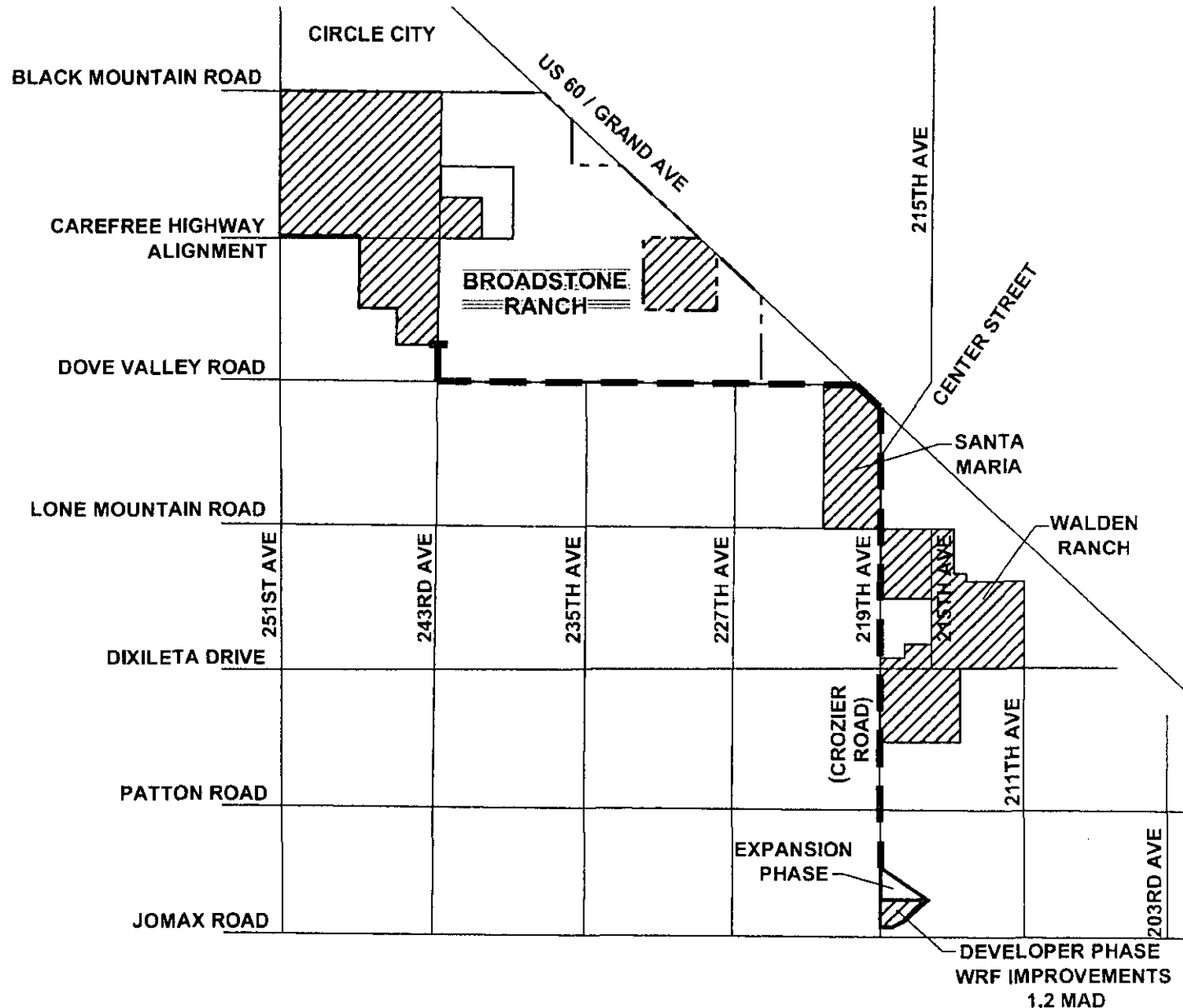
BROADSTONE
RANCH

CITY OF SURPRISE, ARIZONA

EXHIBIT E 2.3

LEGEND

-  Interceptor Line
-  Broadstone Ranch Project Boundary
-  Developer Phase (1,748 AC)



Date:
06.23.08
Job No.:
0496
Drawn by:
PR

LVA urban design studio

**OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL**

RECORDING REQUESTED BY:

City of Surprise
City Clerk's Office
12425 West Bell Road,
Suite D-100
Surprise, AZ 85374

20090216751,03/11/2009 03:23

ELECTRONIC RECORDING

Second Amendment to the Pre-Annexation,
Development and Services Agreement

Broadstone Ranch

When recorded, return to:
City Clerk
City of Surprise, Arizona
12425 W. Bell Road
Suite D-100
Surprise, AZ 85374

**SECOND AMENDMENT TO THE PRE-ANNEXATION, DEVELOPMENT AND
SERVICES AGREEMENT
(BROADSTONE RANCH)**

This Second Amendment to the Pre-Annexation, Development and Services Agreement ("Second Amendment") is entered into by and between the CITY OF SURPRISE, an Arizona municipal corporation ("City"), and ELLIOTT HOMES, INC., an Arizona corporation (the "Owner"). The City and Owner are hereinafter collectively referred to as the "Parties."

RECITALS:

A. Owner and the City entered into a Development Agreement last signed on December 5, 2007 and recorded with the Maricopa County Recorder in Instrument No. 2007-1312966 ("Agreement"), as amended by that certain First Amendment to Pre-Annexation and Development Agreement recorded as Instrument No. 20080747621 (collectively, the "**Agreement**") covering certain real property consisting of approximately eight hundred, forty one (841) acres located within parts of Section 4,5 & 8, Township 5 North, Range 3 West, Maricopa County, Arizona.

B. The City and Owner desire to modify, amend and clarify the Agreement on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows:

1. Perimeter Improvements for Developer Phase of the SPA 5 WRF. Pursuant to Section 5.12(A) of the Agreement, Owner has purchased and dedicated to the City the Initial WRF Site and the Expansion Site. As part of the City requirements for development of the Developer Phase of the SPA 5 WRF, City requires a minimum level of perimeter improvements (i.e. perimeter landscaping, wall/fence treatment and adjunct street) be installed with the Initial WRF Site ("Phase I Perimeter Improvements"). Additional improvements to the Initial WRF Site will be installed by the developer of the Expansion Site ("Expansion Site Developer"), as detailed herein, at the time development occurs on the Expansion Site ("*Deferred Improvements*").

A. Phase I Perimeter Improvements. As part of the first phase of development of the Developer Phase of the SPA 5 WRF at the Initial WRF Site, Owner shall cause to be installed the following Phase I Improvements, as approved by the City and in

accordance with City standards, and as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference:

1. Install a six (6) foot tall CMU block wall along the Initial WRF Site adjacent to the Crozier Avenue roadway frontage.
 2. Install a six (6) foot tall chain link fence around the remaining perimeter side of the Initial WRF Site.
 3. Provide one-quarter (1/4) inch or less sized decomposed granite surface material between the existing edge of Crozier Avenue and eastern roadway right-of-way boundary along the full frontage of the existing drainage channel.
 4. Install desert palette landscaping along the Crozier Avenue frontage adjacent to the Initial WRF Site and in a landscape buffer along the northern boundary of the Initial WRF site extending from the eastern edge of the existing drainage channel to a point 100 feet east to screen visibility of the plant. Developer shall submit a buffer landscape plan that identifies the location of the proposed landscape materials as well as the specific species, size and quantity. The plan shall be reviewed and approved by City staff.
- B. Deferred Improvements. At the time of development on the Expansion Site, the Expansion Site Developer shall cause the following Deferred Improvements to be installed.
1. Install asphaltic pavement, to the then existing City roadway standards, For the east half of Crozier Avenue adjacent to the Initial WRF Site.
 2. Install all curb, gutter and sidewalk improvements associated with Crozier Avenue adjacent to the Initial WRF Site pursuant to the existing City roadway standard.
- C. Reimbursement for Deferred Improvements. On or before the date established by the Arizona Land Department ("ASLD") for the auction of the ALSLD trust lands within Broadstone Ranch, Owner shall provide the City with an engineer's cost estimate of the Deferred Improvements, plus a ten (10) percent contingency (Deferred Improvement Cost Estimate). City shall withhold the Deferred Improvement Cost Estimate amount from the proceeds collected by the City pursuant to Section 5.12(A) of the Agreement. The balance of funds collected pursuant to Section 5.12(A) shall be provided to Owner as directed in the Agreement. Within ninety (90) days of completion and City acceptance of the Deferred Improvements, City shall reimburse to the Expansion Site Developer the Deferred Improvement Cost Estimate Amount.

2. All of the terms, provisions and conditions of the Agreement which are not expressly modified, amended or clarified by this Second Amendment (or which, in context, must be deemed modified, amended or clarified hereby) shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, the provisions of this Amendment shall control. Time is of the essence of this Second Amendment and with respect to the performance required by each party hereunder. The City acknowledges and agrees that Owner and its successors and permitted assignees have a right to rely, and will be relying, on the terms, provisions and conditions of this Second Amendment.

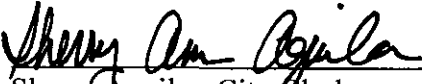
IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date(s) written below.

"City"

CITY OF SURPRISE,
an Arizona municipal corporation

By: 
L.E. Truitt, Mayor
Date: 03-06-2009

ATTEST:


Sherry Aguilar, City Clerk

APPROVED AS TO FORM


Michael Bailey, City Attorney

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 6th day of March, 2008, by L.E. TRUITT, the Mayor for the CITY OF SURPRISE, an Arizona municipal corporation

Linda Broyles-Stevens
Notary Public

My Commission Expires:

Feb. 7, 2012



"Owner"

ELLIOTT HOMES, INC., an Arizona corporation

By: *Jeffrey Klem*

Name: Jeffrey Klem

Title: Assistant Vice President

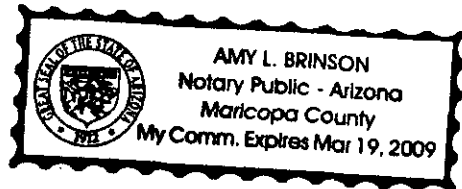
Date: 1/13/09

STATE OF ARIZONA)
County of Maricopa)ss.

The foregoing instrument was acknowledged before me this 13th day of January, 2008, by Jeffrey Klem the Asst. V.P. of ELLIOTT HOMES, INC., an Arizona corporation.
2009

Amy L. Brinson
Notary Public

My Commission Expires:



o:\index\elliott\broadstone ranch\docs\pre-annexation development agreement\pada- 2nd amendment 11-12-08.doc

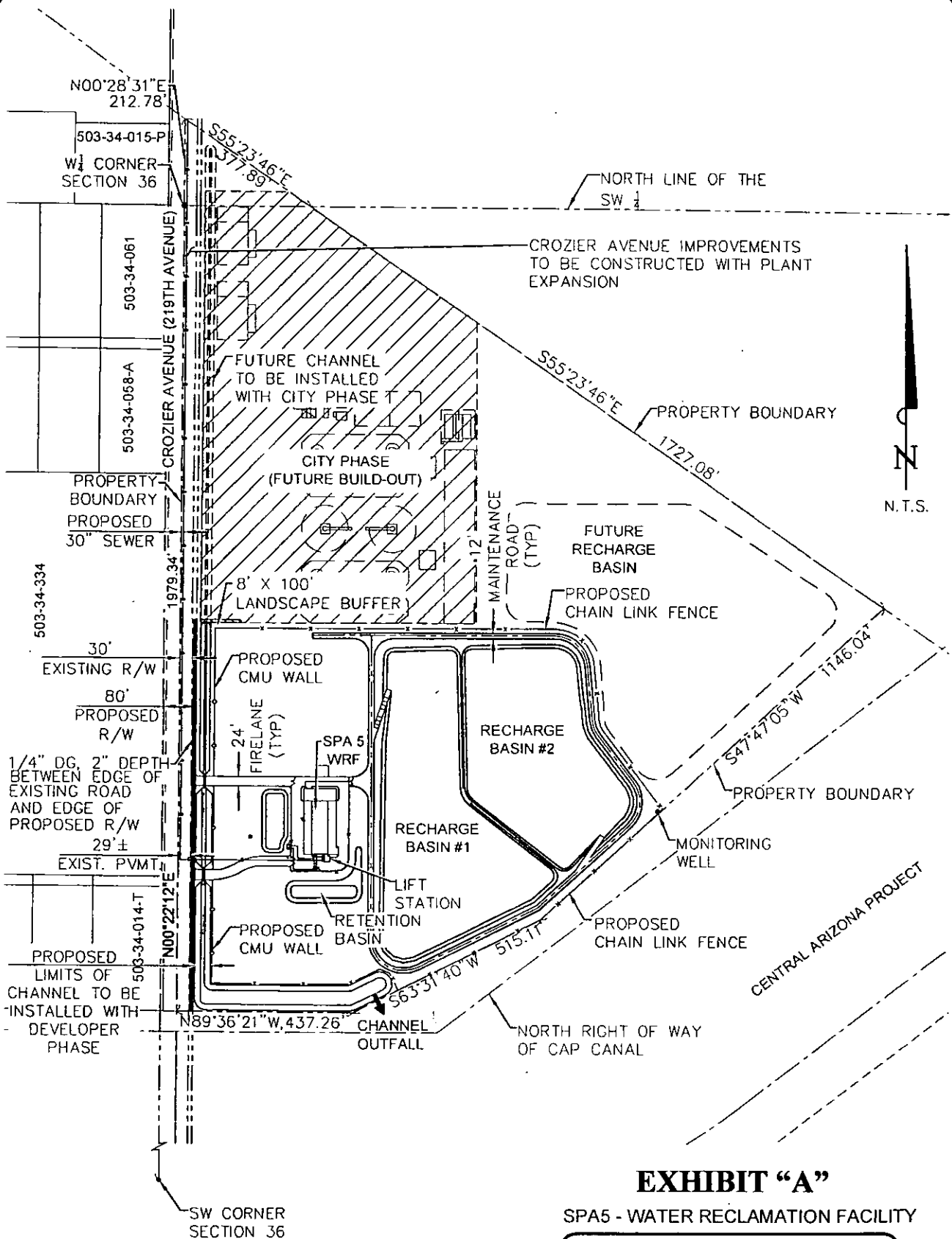


EXHIBIT "A"

SPA5 - WATER RECLAMATION FACILITY



Kimley-Horn
and Associates, Inc.

RESOLUTION # 2022-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE THIRD AMENDMENT TO THE BROADSTONE RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT TO EXTEND THE TERM BY ONE YEAR.

WHEREAS, the City of Surprise and Elliott Homes, Inc. entered into a pre-annexation development agreement entitled “*Pre-Annexation, Development, and Services Agreement (Broadstone Ranch)*” on December 5, 2007, recorded in the Office of the Maricopa County, Arizona, Recorder as MCR 2007-1312966 on December 14, 2007 (“**Broadstone Ranch PADA**”), which was approved by the Mayor and City Council for Surprise, Arizona, by Resolution #07-222 on November 29, 2007;

WHEREAS, thereafter, a First Amendment to the Broadstone Ranch PADA was entered into by the City and Elliott Homes, Inc., and approved by the Mayor and City Council for Surprise by Resolution #08-144 on August 14, 2008, and recorded in the Office of the Maricopa County, Arizona, Recorder as MCR 2008-0747621 on August 27, 2008, to expand the area to be benefited by the SPA 5 Waste Water Reclamation Facility;

WHEREAS, a Second Amendment to the Broadstone Ranch PADA was entered into by the City and Elliott Homes, Inc., and approved by the Mayor and City Council for Surprise by Resolution #09-40 on February 26, 2009, and recorded in the Office of the Maricopa County, Arizona, Recorder as MCR 2009-0216751 on March 11, 2009, to modify the timing and nature of the road and landscape improvements along the SPA 5 Water Reclamation Facility site located at Crozier Avenue north of Jomax Road; and

WHEREAS, the City and Elliott Homes, Inc. desire to further amend the Broadstone Ranch PADA by entering into the Third Amendment attached hereto as *Exhibit “A,”* which Amendment would extend the term of the Broadstone Ranch PADA by an additional twelve (12) months to allow the parties to negotiate a possible further amendment to the PADA to address provisions related to, but not necessarily limited to, water infrastructure, wastewater infrastructure, fire service infrastructure, reimbursement and funding mechanisms, and future annexation.

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

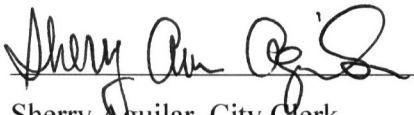
Section 1. The City of Surprise hereby approves and agrees to enter into the Third Amendment to the Pre-Annexation, Development, and Services Agreement (Broadstone Ranch), attached hereto as *Exhibit “A.”*

Section 2. The Mayor is hereby authorized and directed to sign the Third Amendment to the Pre-Annexation, Development, and Services Agreement (Broadstone Ranch), on behalf of the City of Surprise.

APPROVED AND ADOPTED this 15th day of November, 2022.


Skip Hall, Mayor

ATTEST:


Sherry Aguilar, City Clerk

APPROVED AS TO FORM:

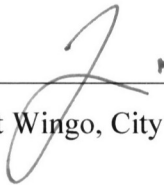

Robert Wingo, City Attorney

EXHIBIT " A "

**Third Amendment to Pre-Annexation, Development, and Services
Agreement (Broadstone Ranch)**

Recording requested by:

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

BroadstoneRanchDA-8-1-1--
Yorkm

**Third Amendment to the Pre-Annexation,
Development and Services Agreement
Broadstone Ranch**

When recorded, return to:

City Clerk
City of Surprise, Arizona
12425 W. Bell Road Suite D-100
Surprise, AZ 85374

With Copy to:

Earl & Curley, P.C.
Attn: Taylor Earl
3101 N. Central Ave., Suite 1000
Phoenix, AZ 85012

**THIRD AMENDMENT TO THE PRE-ANNEXATION,
DEVELOPMENT AND SERVICES AGREEMENT
(BROADSTONE RANCH)**

This Third Amendment to the Pre-Annexation, Development and Services Agreement (“**Third Amendment**”) is entered into by and between the CITY OF SURPRISE, an Arizona municipal corporation (“City”), and ELLIOTT HOMES, INC., an Arizona corporation (the “Owner”). The City and Owner are hereinafter collectively referred to as the “Parties.”

RECITALS

- A. Owner and the City entered into a development agreement titled “Pre-Annexation, Development and Services Agreement (Broadstone Ranch),” which agreement was approved by City of Surprise Resolution #07-222 on November 29, 2007, last signed on December 5, 2007, and recorded with the Maricopa County Recorder as Instrument No. 2007-1312966 (“Agreement”), as amended by that certain First Amendment to the Pre-Annexation, Development and Services Agreement (Broadstone Ranch) approved by City of Surprise Resolution #08-144 and recorded as Instrument No. 2008-0747621, and as further amended by that certain Second Amendment to the Pre-Annexation, Development and Services Agreement (Broadstone Ranch) approved by City of Surprise Resolution #09-40 and recorded as Instrument No. 2009-0216751 (collectively, the “**Agreement**”) covering certain real property consisting of approximately eight hundred forty one (841) acres located within parts of Section 4, 5 & 8, Township 5 North, Range 3 West, Maricopa County, Arizona.
- B. The City and Owner desire to further modify and amend the Agreement on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Third Agreement, the Parties state, confirm and agree as follows:

1. Section 2 of the Agreement is hereby amended to replace the phrase “shall automatically terminate on the 15th anniversary of such date” appearing in that Section with the phrase “shall automatically terminate on the 16th anniversary of such date.”
2. Section 5.7 of the Agreement is hereby amended to replace the phrase “shall terminate on the fifteenth (15th) anniversary of the date the City Council approves this Agreement” appearing in that Section with the phrase “shall terminate on the sixteenth (16th) anniversary of the date the City Council approves this Agreement.”
3. All of the terms, provisions, and conditions of the Agreement which are not expressly modified, amended or clarified by this Third Amendment (or which, in context, must be deemed modified, amended, or clarified hereby) shall remain in full force and effect. In the event of any conflict between this Third Amendment and the Agreement, the provisions of this Third Amendment shall control. Time is of the essence of this Third Amendment and with respect to the performance required by each party hereunder. The City acknowledges and agrees that Owner and its successors and permitted assignees have a right to rely, and will be relying, on the terms, provisions, and conditions of this Third Amendment. Owner expressly acknowledges and agrees that the City’s agreement to enter into this Third Amendment does not and shall not be construed or interpreted as obligating the City to enter into any further amendments to the Agreement, including, but not limited to, extending the Term set forth in Section 2 of the Agreement beyond the extension agreed to in this Third Amendment.

[Signature Pages to Follow]

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

“City”

City of Surprise

An Arizona municipal corporation

By:

Skip Hall, Mayor

Signature: _____

Date: _____

ATTEST:

Sherry Aguilar, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

STATE OF ARIZONA)
)ss.
County of Maricopa)

This foregoing instrument was acknowledged before me this 15th day of November, 2022, by Skip Hall, the Mayor for the CITY OF SURPRISE, an Arizona municipal corporation.

My commission expires:

Feb. 18, 2026

Christina S. Estavillo
Notary Public



"Owner"

ELLIOTT HOMES, INC., an Arizona
Corporation

By:

Printed Name: Jeff Klem

Signature: *Jeff Klem*

Title: VP

Date: 10/14/22

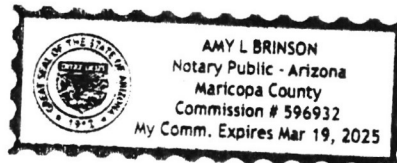
STATE OF ARIZONA)
)ss.
County of Maricopa)

This foregoing instrument was acknowledged before me this 14th day of OCT., 2022,
by Jeff Klem, the Vice President of ELLIOTT HOMES, INC., an Arizona
corporation.

My commission expires:

Mar. 19, 2025

Amy L. Brinson
Notary Public



RESOLUTION # 2023-143

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE FOURTH AMENDMENT TO THE BROADSTONE RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT TO EXTEND THE TERM TO DECEMBER 31, 2026.

WHEREAS, the City of Surprise and Elliott Homes, Inc. entered into a pre-annexation development agreement entitled “**Pre-Annexation, Development, and Services Agreement (Broadstone Ranch)**” on December 5, 2007, which was previously approved by the Mayor and City Council for Surprise, Arizona, by Resolution #07-222 on November 29, 2007, and was recorded in the Office of the Maricopa County, Arizona, Recorder as MCR 2007-1312966 on December 14, 2007 (“**Broadstone Ranch PADA**”);

WHEREAS, a First Amendment to the Broadstone Ranch PADA was entered into by the City and Elliott Homes, Inc., and approved by the Mayor and City Council for Surprise by Resolution #08-144 on August 14, 2008, and recorded in the Office of the Maricopa County, Arizona, Recorder as MCR 2008-0747621 on August 27, 2008, to expand the area to be benefited by the SPA 5 Waste Water Reclamation Facility;

WHEREAS, a Second Amendment to the Broadstone Ranch PADA was entered into by the City and Elliott Homes, Inc., and approved by the Mayor and City Council for Surprise by Resolution #09-40 on February 26, 2009, and recorded in the Office of the Maricopa County, Arizona, Recorder as MCR 2009-0216751 on March 11, 2009, to modify the timing and nature of the road and landscape improvements along the SPA 5 Water Reclamation Facility site located at Crozier Avenue north of Jomax Road;

WHEREAS, a Third Amendment to the Broadstone Ranch PADA was entered into by the City and Elliott Homes, Inc., and approved by the Mayor and City Council for Surprise by Resolution #2022-110 on November 15, 2022, and recorded in the Office of the Maricopa County, Arizona, Recorder as MCR 2022-0842281 on November 16, 2022; and

WHEREAS, Elliott Homes, Inc., requested a Fourth Amendment to the Broadstone Ranch PADA, attached hereto as Exhibit “A,” to extend the term of the Broadstone Ranch PADA to December 31, 2026, to allow Elliot Homes, Inc., to address provisions related to, but not limited to, securing an assured water supply, water and wastewater infrastructure, fire service infrastructure, and potential reimbursement and/or funding mechanisms.

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

Section 1. The City of Surprise hereby approves and agrees to enter into the Fourth Amendment to the Broadstone Ranch PADA attached hereto as **Exhibit “A.”**

Section 2. All of the terms, provisions, and conditions of the Agreement and those previous Amendments set forth above, and which are not expressly modified, amended or clarified by this Fourth Amendment, shall remain in full force and effect.

Section 3. The City's agreement to enter into this Fourth Amendment does not obligate the City to enter into any further amendments to the Broadstone Ranch PADA.

Section 4. Nothing herein shall be deemed an obligation on the City, or a commitment of any kind by the City, to expand the City's designation of assured water supply, or otherwise provide a certificate of an assured water supply, to include Elliot Homes, its successors-in-interest, and/or any other party(ies) subject to, or benefitting from, the Broadstone Ranch PADA.

Section 5. The Mayor is hereby authorized and directed to sign the Fourth Amendment to the Pre-Annexation, Development, and Services Agreement (Broadstone Ranch), on behalf of the City of Surprise.

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



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 2023 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Fletcher Final Plat” and dated August 28, 2023, a property located north of Patton Road and west of 175th Avenue; Case FS23-0819.

Motion:

I move to approve the Plat entitled “Fletcher Final Plat” and dated August 28, 2023.

Background:

This request includes approval of a Final Plat of the subject property located north of Patton Road and west of 175th Avenue. The proposed Final Plat splits the subject property into 5 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-FS23-0819 Fletcher Final Plat - Staff Report

2. 01-FS23-0819 Fletcher Final Plat - Vicinity Map
 3. 02-FS23-0819 Fletcher Final Plat - Zoning Map
 4. 03-FS23-0819 Fletcher Final Plat - Final Plat
 5. 04-FS23-0819 Fletcher Final Plat - Final Plat Exhibit
 6. 05-FS23-0819 Fletcher Final Plat - Luke AFB Letter
 7. FS23-0819 Fletcher Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0819

Project Name: Fletcher Final Plat

Council District: 1 – Acacia

City Council Date: October 03, 2023

Planner: Tanner Wessel, Planner II

Owner: Len & Kimberly Fletcher

Applicant: Tanner Wessel, Planner II, City of Surprise

Request: Final Plat to subdivide one (1) parcel approx. 10.00 acres into five (5) lots.

Site Location: Located north of Patton Road and west of 175th Avenue

Site Size: Approximately 10.00 gross acres

Findings:

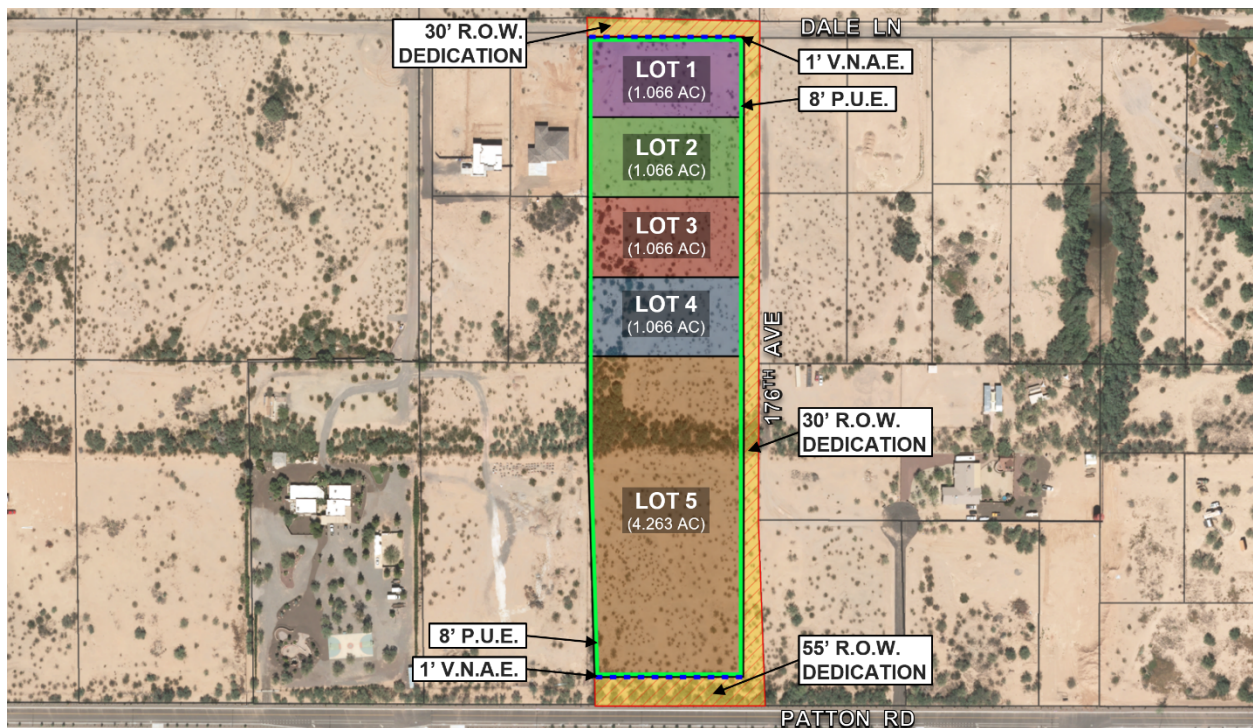
- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Land Development Ordinance.

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:

The applicant requests approval of a Final Plat entitled "Fletcher Final Plat" dated September 18, 2023. The subject parcel is zoned Rural Residential (RR) and is located north of Patton Road and west 175th Ln. The proposed Final Plat subdivides one (1) vacant parcel of approximately 10 gross acres into five (5) lots.

This Final Plat will establish 55-feet of right-of-way (ROW) dedication for Patton Road along the southern boundary of Lot 5, 30-feet of right-of-way (ROW) dedication for Dale Lane along the northern boundary of Lot 1, and 30-feet of right-of-way dedication for 176th Avenue along the eastern boundary of Lots 1 through 5. An 8-foot public utility easement (PUE) is established along the northern boundary of Lot 1, the southern boundary of Lot 5 and the western and eastern boundary of Lots 1 through 5. Additionally, a 1-foot Vehicular Non-Access Easement (VNAE) is proposed along the northern boundary of Lot 1 adjacent to Dale Lane and the southern boundary of Lot 5 adjacent to Patton Road.



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

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

The area for each parcel is shown below:

- Lot 1 – approximately 1.07 acres
- Lot 2 – approximately 1.07 acres
- Lot 3 – approximately 1.07 acres
- Lot 4 – approximately 1.07 acres
- Lot 5 – approximately 4.26 acres

The proposed Final Plat dedicates the following:

- 30-foot right-of-way (ROW) dedication along the northern boundary of Lot 1 for Dale Lane.
- 55-foot right-of-way (ROW) dedication along the southern boundary of Lot 5 for Patton Road
- 30-foot right-of-way (ROW) dedication along the eastern boundary of Lots 1 through 5 for 176th Avenue
- 8-foot public utility easement (PUE) along the northern boundary of Lot 1, the southern boundary of Lot 5 and the western and eastern boundary of Lots 1 through 5.
- 1-foot Vehicular Non-Access Easement (VNAE) is proposed along the northern boundary of Lot 1 adjacent to Dale Lane
- 1-foot Vehicular Non-Access Easement (VNAE) is proposed along the southern boundary of Lot 5 adjacent to Patton Road

General Plan Conformance:

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

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

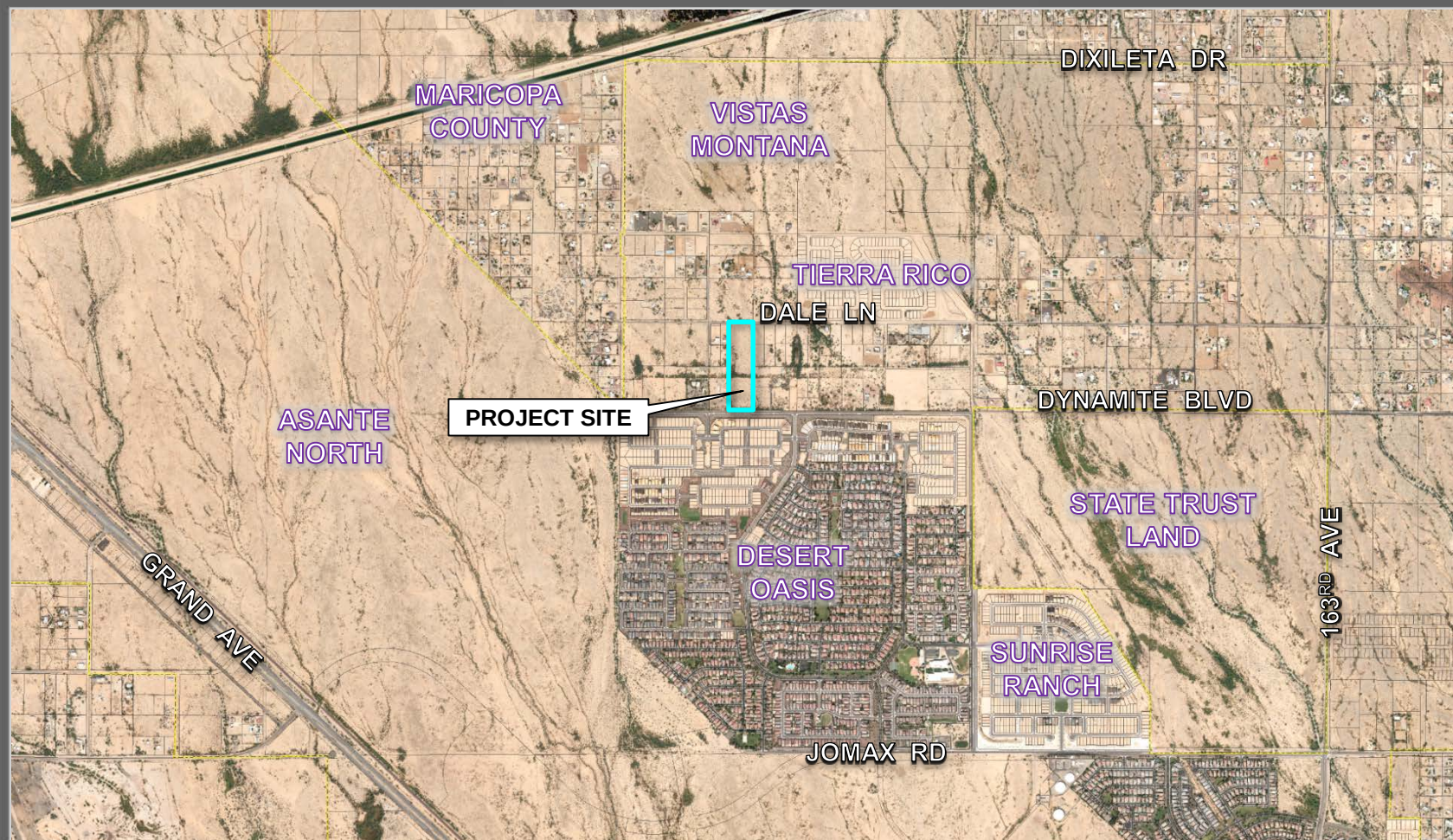
88 This project maintains compatibility with the quality of existing land uses in the
89 surrounding area in that it continues the Rural Residential development pattern
90 established in the vicinity of this parcel.
91

92 **Reviewing Agencies:**
93

94 This project was routed to both Luke Air Force Base and the Maricopa Water District for
95 review. Both agencies have indicated no objections.
96

97 **Attachments:**

98 01 Vicinity Map
99 02 Zoning Map
100 03 Final Plat
101 04 Final Plat Exhibit
102 05 Luke Letter
103 PPT



FS23-0819 VICINITY MAP



FLETCHER FINAL PLAT
A PORTION OF SECTION 26
TOWNSHIP 5 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

LEGEND

- POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
M.C.R. MARICOPA COUNTY RECORDER
APN ASSESSOR PARCEL NUMBER
COS CITY OF SURPRISE
BCF BRASS CAP FLUSH
AC ALUMINUM CAP
RB/PC REBAR W. PLASTIC CAP
RB/AC REBAR W. ALUMINUM CAP
- SET REBAR WITH 2" ALUMINUM CAP STAMPED "RLS 19820" OR AS NOTED
 - FOUND MONUMENT DESCRIPTION LISTED BELOW
- ROW ROAD RIGHT-OF WAY
PUE PUBLIC UTILITIES EASEMENT
VNAE 1" VEHICULAR NON-ACCESS EASEMENT
(M) MEASURED
(C) CALCULATED
RLS REGISTERED LAND SURVEYOR

AREAS	ACRES
LOT 1	1.066
LOT 2	1.066
LOT 3	1.066
LOT 4	1.066
LOT 5	4.263
DEDICATED ROAD ROW	1.496
GROSS	10.023

MONUMENT DESCRIPTIONS

- 1 SOUTHWEST CORNER FOUND GLO 3" BRASS CAP
2 WEST 1/4 CORNER FOUND 2 1/2" ALUMINUM CAP MONUMENT STAMPED "S27 1 S26 1/4 2023 LS 21765"
3 CENTER 1/4 CORNER FOUND RB/PC ILLEGIBLE, ON REBAR ATTACHED TAG STAMPED "LS 19820"
4 SOUTH 1/4 CORNER FOUND 2" IRON PIPE ATTACHED TAG STAMPED "LS 19820"
5 FOUND RB/PC STAMPED "RLS 26404"
6 FOUND #5 REBAR (BENT)
7 FOUND RB/PC STAMPED "RLS 57279"
8 FOUND RB/PC STAMPED "RLS 26065"
9 FOUND RB/PC STAMPED "RLS 34559"
10 FOUND #5 REBAR
11 FOUND 20P NAIL IN ASPHALT
12 FOUND #5 REBAR RLS 14216 N88°E 0.79' FROM 4 (NOT ACCEPTED)
13 FOUND COS 3" BCF S89°42'W 29.91' AS A CENTERLINE MONUMENT FOR COTTON LANE PER DESERT OASIS PLATS
14 FOUND 2 1/2" AC STAMPED "C 1/4 S26 2023 LS 21765"

BASIS OF BEARING

Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic (single parallel)
Latitude of origin: 33°15'00"N
Central meridian: 112°15'00"W
False northing: 1,500,000.000 ft
False Easting: 2,500,000.000 ft
Standard parallel scale: 1.000045 (exact)

REFERENCE DOCUMENTS

DALE ACRES BOOK 863, PAGE 48 M.C.R.
MLD FOR JERRY BROWN BOOK 657, PAGE 29 M.C.R.
WARRANTY DEED 20210497123 M.C.R.
PIONEER TITLE AGENCY INC. REPORT OF TITLE *90708554 DATED JUNE 15, 2023
MINOR LAND DIVISION BOOK 1413, PAGE 48 M.C.R.

COUNTY RECORDER

LAND SURVEYORS CERTIFICATION

This is to certify that I, Ron Dry, RLS No. 19820 have performed a land survey of the hereon referenced real property during the month of June & August, 2023, that this plat correctly represents the results of that survey and have found or have set monuments as shown hereon, and that the monuments are sufficient to enable the survey to be retraced.



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

16000 N. CIVIC CENTER PLAZA
SURPRISE, ARIZONA 85374
(623) 222-6154

FLETCHER FINAL PLAT

PROJECT NO.	23013	SURVEYED BY	MEK	SHEET 2 OF 2
DATE	09-18-23	DRAWN BY	RCD	

FS23-0819

FLETCHER FINAL PLAT
A PORTION OF SECTION 26
TOWNSHIP 5 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT LEN AND KIM FLETCHER, (OWNERS) HAVE SUBDIVIDED UNDER THE NAME OF "FLETCHER FINAL PLAT", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DO HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "FLETCHER FINAL PLAT" AND DECLARE 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.

OWNERS HEREBY DEDICATE TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

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

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

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

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

ALL IMPROVEMENT, 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 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.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED THEIR NAMES TO BE SIGNED THIS DAY _____ OF _____, 2023.

BY LEN FLETCHER
KIM FLETCHER

DEDICATION ACKNOWLEDGEMENT:

STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED THEMSELVES TO BE THE PERSONS WHOSE NAMES ARE 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 _____

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 SOUND ATTENUATION AND OVERFLIGHT

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER 1 AND THE CITY OF SURPRISE (OWNERS) DO HEREBY (1) RELEASES 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.

RELEASE OF LIABILITY

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

OWNERS HERBY FURTHER AGREE 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 SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

NOTES

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1205L, WITH A DATE OF IDENTIFICATION OF 10/16/2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD ZONE INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

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.

NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTINGS THAT MAY BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.

ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.

PURSUANT TO A.R.S. §42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS *14751 AND *14710, WHEN APPLICABLE.

A RESIDENTIAL SPRINKLER SYSTEM IS REQUIRED FOR HOUSES BUILT IN AREAS WITH LIMITED WATER SUPPLY AND FIRE FLOW. FIRE SPRINKLER PLANS SHALL BE SUBMITTED WITH THE BUILDING PLANS. (903.2.8.1 F.C. LOCAL AMENDMENT)

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

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

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

THE PROPERTY 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.

IF ANY OF THE LOTS REFERENCED ON THE FINAL PLAT SPLIT AGAIN WITHIN A 10 YEAR PERIOD OF THE RECORDING OF THIS PLAT, IT WILL TRIGGER THE NEED FOR A CERTIFICATE OF ASSURED WATER SUPPLY.

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

FIRE PROTECTION SYSTEMS

A RESIDENTIAL SPRINKLER SYSTEM IS REQUIRED FOR HOUSES BUILT IN AREAS WITH LIMITED WATER SUPPLY AND FIRE FLOW. FIRE SPRINKLER PLANS SHALL BE SUBMITTED WITH THE BUILDING PLANS (903.2.8.1 F.C. LOCAL AMENDMENT)

PARENT PARCEL LEGAL DESCRIPTION

WARRANTY DEED 20210497123 M.C.R.
THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

TOGETHER WITH AN UNDIVIDED 10/660TH INTEREST IN AND TO THE WEST 200 FEET OF THE SOUTH 200 FEET OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPTING ALL COAL AND OTHER MINERALS AS RESERVED TO THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND RECORDED IN BOOK 210, OF DEEDS, PAGE 339.

LAND SURVEYORS CERTIFICATION

This is to certify that I, Ron Dry, RLS No. 19820 have performed a land survey of the hereon referenced real property during the month of June, 2023, that this plat correctly represents the results of that survey and have found or have set monuments as shown hereon, and that the monuments are sufficient to enable the survey to be retraced.

OWNER

LEN AND KIM FLETCHER
17384 E. PONDULILLY, PARKER, CO, 80134

APPROVALS

CITY OF SURPRISE ENGINEERING APPROVAL

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

APPROVED

CITY ENGINEER DATE

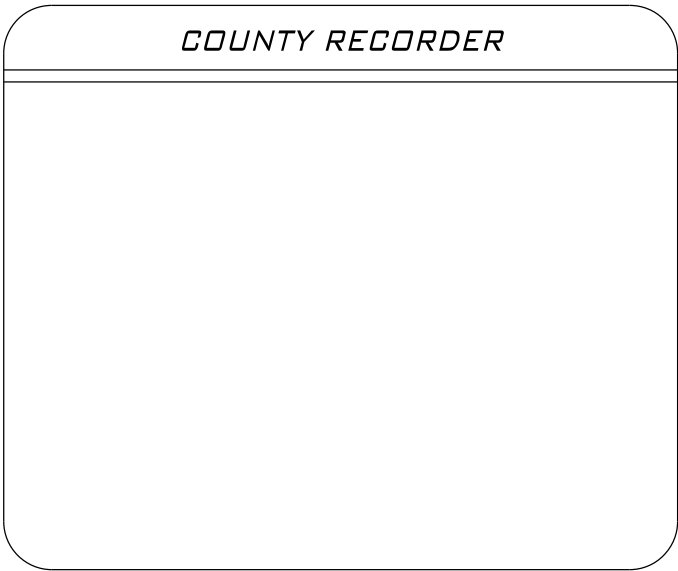
CITY OF SURPRISE COUNCIL APPROVAL

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

MAYOR DATE

ATTEST:

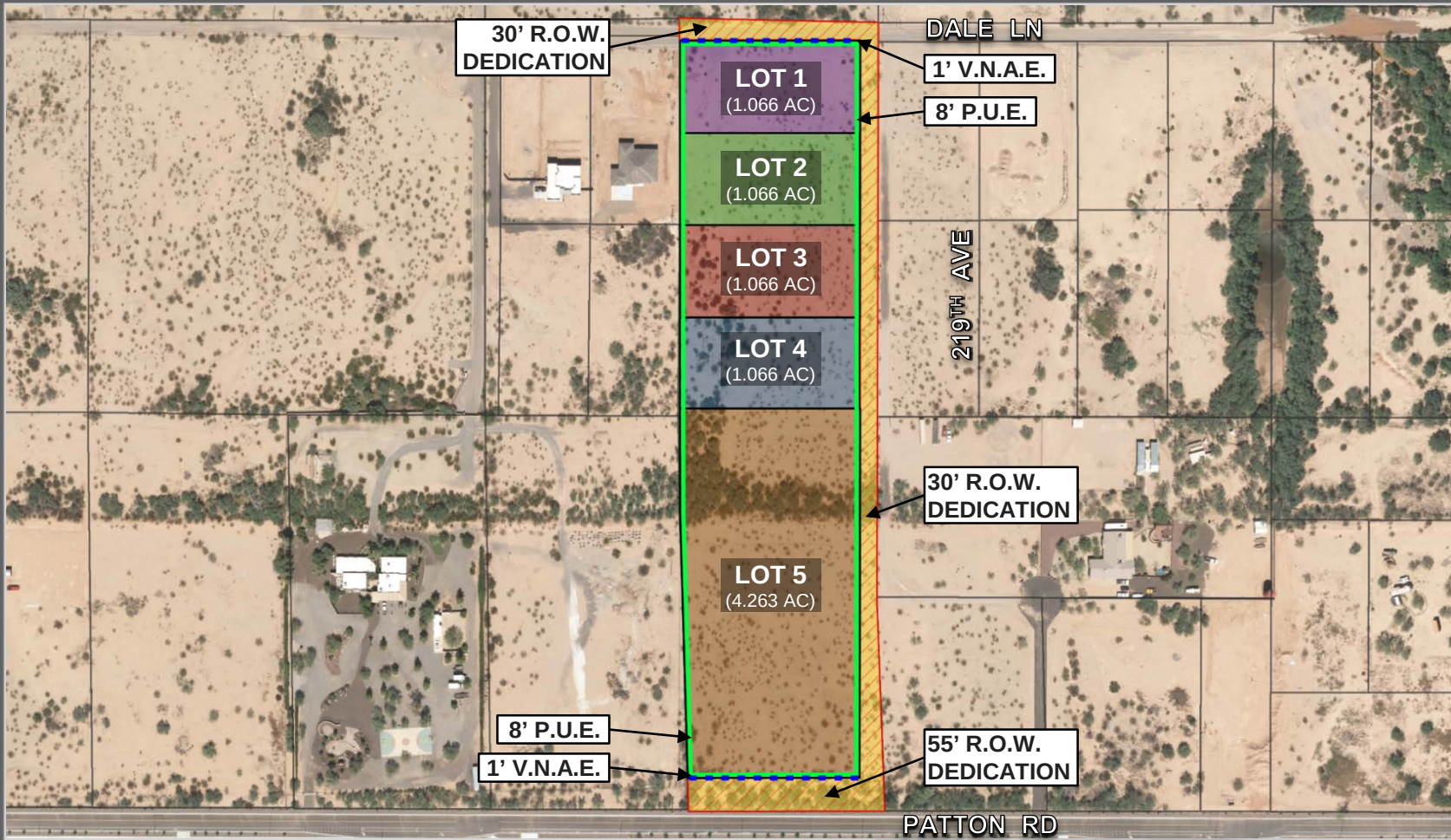
CITY CLERK DATE



FS23-0819

 16000 N. CIVIC CENTER PLAZA SURPRISE, ARIZONA 85374 (623)222-6154		
FLETCHER FINAL PLAT		
PROJECT NO. 23013	SURVEYED BY MEK	SHEET 1 OF 2
DATE 09-18-23	DRAWN BY RCD	





FS23-0819 PLAT EXHIBIT



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

18 September 2023

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

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

Re: FS23-0819; Fletcher Final Plat (APN: 503-51-168C)

Dear Ms. Farago

Thank you for the opportunity to provide comments on the final site application for the Fletcher Final Plat. A concept review for this parcel was not previously received. The site is located on approximately 10 acres north of Dynamite Blvd and east of 177th Avenue in Surprise, AZ. The application proposes dividing the parcel into five lots that will be just over an acre each, with the final lot being approximately 4.2 acres. The site is 1.46 miles outside the Luke AFB Aux-1 2004 65 Ldn, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

As described in the application, 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 occupant(s) about Luke AFB operations.

If there are any questions, please contact Senior Planner, Ms. Jenn Rahn at (623) 856-9981.

Sincerely

TOALE.CHRISTOPHER.P.10396
HER.P.1039696165
Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2023.09.18 13:49:36 -07'00'

CHRISTOPHER P. TOALE

cc:

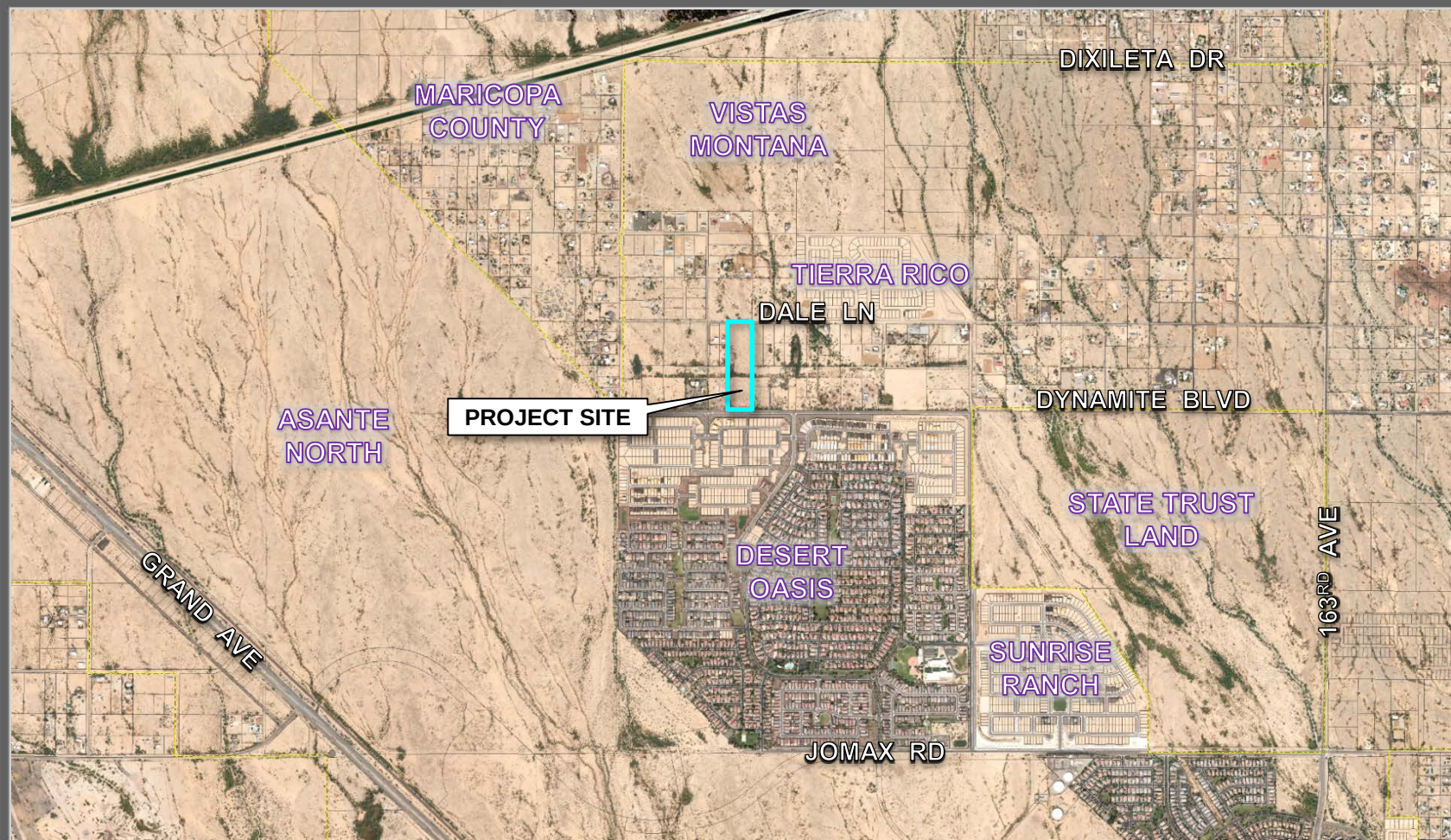
Colonel Keagan L. McLeese, Deputy Commander, 56th Fighter Wing
Ms. Demetria Themistocles, General Law Attorney, 56th Fighter Wing



FS23-0819

Fletcher Final Plat

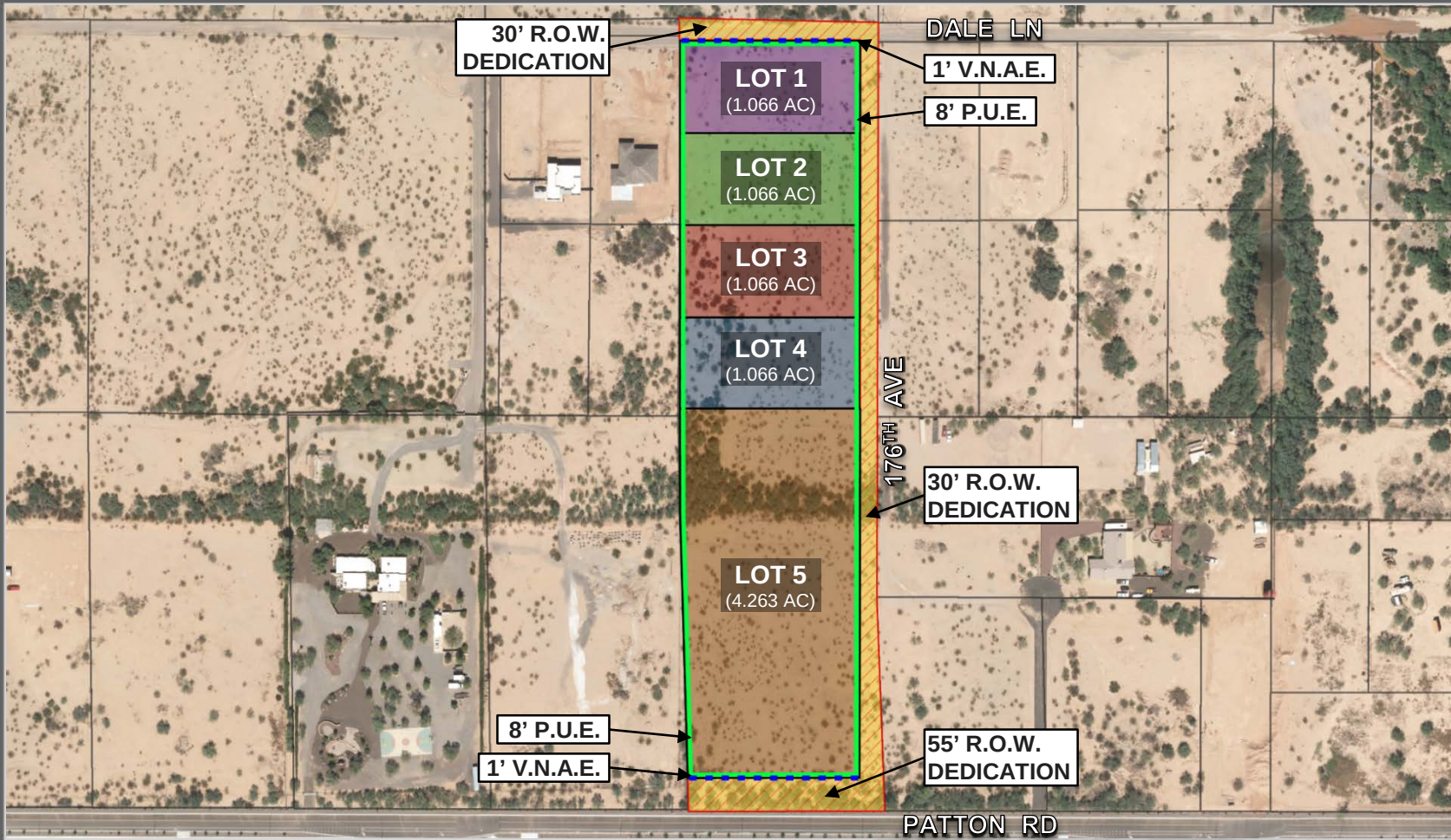
City Council
October 03, 2023



FS23-0819 VICINITY MAP



FS23-0819 ZONING MAP

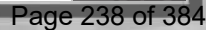


FS23-0819 PLAT EXHIBIT

ES23-0819 FINAL PLAT

Page 237 of 384

238 of 384





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 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
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Agenda Wording:

Consideration and action pertaining to approval of the Independent Contract Agreement between the City of Surprise and Arizona Community Action Association DBA Wildfire, authorizing the City to accept grant funding for the Utility Assistance Program, and amending the Fiscal Year 2024 Budget by moving budget authority of \$15,200 from General Contingency to project G51741 FY24 Wildfire HEAF in the Grants Fund; Resolution # 2023-100.

Motion:

I move to approve Resolution #2023-100.

Background:

Wildfire is a nonprofit organization that, as part of its mission, promotes economic self-sufficiency for low-income Arizonans and administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits, and bill assistance. The City of Surprise and Wildfire wish to partner to allow the City to provide additional utility services to the residents of Surprise through the Surprise Resource Center.

Objective Analysis:

This item allows the HSCV Department to accept and administer funding in support of the Utility Assistance Program.

Policy Compliant:

This item is consistent with City and Council Policy.

Financial Impact:

This one-time grant will allow expenditures up to \$15,126 to support the Utility Assistance Program. All expenses are on a reimbursement basis. There is no match requirement.

Budget Impact:

This item amends the Fiscal Year 2024 budget by moving budget authority in the amount of 15,200 from General Contingency to project G51741 FY24 Wildfire HEAF in the Grants Fund.

FTE Impact:

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

ATTACHMENTS:

1. FY24 City of Surprise
 2. Res. 2023-100 Wildfire FY24
-

INDEPENDENT CONTRACTOR AGREEMENT

2023-24 Utility Assistance Programs

Contract No. 07012023-24

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **City of Surprise** (hereinafter "Contractor") and Arizona Community Action Association DBA Wildfire, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire").

RECITALS:

A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide utility repair and replacement, utility deposits and bill assistance.

B. Wildfire is receiving or expects to receive during the term of this Agreement funding from the fund sources in **Section 1** (the "Fund Sources") pursuant to Program Documents (as defined in **Section 4**).

C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, Wildfire and Contractor hereby agree as follows:

1. Services and Programs.

1.1 **Services.** Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in **Section 1.2**: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in **Section 2**. Wildfire will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow Wildfire's instructions as to the result to be achieved. Contractor will receive Wildfire's instructions through an employee of Wildfire who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from a Wildfire employee designated to serve as a liaison between Wildfire and Contractor ("Monitor").

1.2 **Fund Sources.** For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the table on the following pages.

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information
APS Crisis Bill Assistance	\$5,833	\$1,167	\$7,000	Utility assistance for APS customers	Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary
Southwest Gas Low Income Energy Conservation/LI EC Bill Assistance	\$6,126	\$0	\$6,126	Utility assistance and deposits for SWG customers	Refer to Exhibit A: Southwest Gas Low Income Energy Conservation Bill Assistance Program Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. 40 percent of funds to be made available July 1st Additional funds to be released thereafter
Utility Repair Replacement Deposit (URRD)	\$1,667 Portion of which is eligible for HVAC Waiver Pilot: \$0	\$333 Portion of which is eligible for HVAC Waiver Pilot: \$0	\$2000 Portion of which is eligible for HVAC Waiver Pilot: \$0	Utility/Appliance Repair or Replacement and/or Utility Deposits	Refer to Exhibit A, Appendix A: URRD Refer to Exhibit A, Appendix C: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status URRD HVAC Waiver Pilot Program: The default HVAC Waiver Pilot percentage of URRD funding for approved agencies is 20% Refer to Exhibit A: URRD HVAC Waiver Pilot Program Summary
Total Funding	\$13,626	\$1,500	\$15,126		

Contractor makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.

The table above, which highlights certain provisions of the Program Documents, is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by Wildfire on dates and times selected by Wildfire.

1.4 Program Modification. Wildfire and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to **Section 2.2**, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement or **July 1, 2023** (the "Effective Date") and ending on **June 30, 2024**.

2.2 Termination. Either Wildfire or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to Wildfire, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire's obligation to provide funding to

Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the Wildfire Grants Management System (GMS) as required by **Section 4**. After the 15th day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to Wildfire no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the Wildfire Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. Wildfire may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from Wildfire.

3.4 Expenditures. Wildfire reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. Wildfire will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the Wildfire Board of Directors. Contractor may request the Advance Request Form through Wildfire, if needed.

3.6 Nature of Relationship. As between Wildfire and Contractor, Wildfire shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between Wildfire and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint ventures, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that Wildfire may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws

applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold Wildfire and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. Wildfire agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of Wildfire or Wildfire's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. Wildfire makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

a) Commercial General Liability – Occurrence Form

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- The policy shall be endorsed to include the following additional insured language: "*Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor*".
- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b) Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$ 1,000,000
- The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association DBA Wildfire shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”*.

c) *Worker's Compensation and Employers' Liability*

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. Compliance with Terms of Funding.

4.1 **Contractor's Compliance with Terms of Funding.** Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Attachments and Exhibits hereto and any written policies and procedures that Wildfire may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require Wildfire to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with Wildfire in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.2 **Grants Management System Database (GMS).** Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

5. Confidential Information.

5.1 **Contractor's Obligation of Confidentiality.** Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of Wildfire, disclose Confidential Information to any person other than its legal counsel and other parties authorized by Wildfire in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this **Section 5** for the benefit of Wildfire. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 **Definition of Confidential Information.** Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by Wildfire. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by Wildfire to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. (d) is required by law to be disclosed; (f) is independently developed or otherwise

discovered by the non-disclosing party; and/or (g) the duty as to confidentiality is waived in writing by the disclosing party.

Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to Wildfire or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. Audit and Inspection. Wildfire will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide Wildfire and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. Limitation of Liability. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. Wildfire's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to Wildfire or directly to Contractor) pursuant to the Program Documents. Wildfire intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to Wildfire, then Wildfire reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by Wildfire in its sole discretion.

9. Assignment; Subcontractors. Contractor may not assign Contractor's rights or obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire will not unreasonably withhold. Wildfire's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals, Attachments and Exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Conflict of Interest.** This Agreement is subject to Ariz. Rev. Stat. § 38-511 and may be terminated in accordance therewith.

13. **Counterparts; Email.** This Agreement may be executed in counterparts and delivered via email.

14. **Exhibits.**

Exhibit A Home Energy Assistance Fund Policy Manual FY 2024

Exhibit B Federal Poverty Income Guidelines effective July 1, 2023 –
June 30, 2024

[Signature page follows]

INDEPENDENT CONTRACTOR AGREEMENT

2023-24 Utility Assistance Programs

Signature Page

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
City of Surprise

Arizona Community Action Association (dba
Wildfire), an Arizona nonprofit corporation

By: _____

By: _____

Name: _____

Name: Kelly McGowan

Title: _____

Title: Interim Executive Director

Date: _____

Date: _____

Address:
16000 N Civic Center Plaza
Surprise, AZ 85374

Address:
340 E Palm Lane, Suite 315
Phoenix, Arizona 85004
Fax: 602-604-0644
E-mail: kmcgowan@wildfireaz.org

RESOLUTION # 2023-100

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE INDEPENDENT CONTRACT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING FOR THE UTILITY ASSISTANCE PROGRAM; AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$15,200 FROM GENERAL CONTINGENCY TO PROJECT G51741.

WHEREAS, the City desires to enter into an Independent Contract Agreement with Arizona Community Action Association DBA Wildfire (Wildfire) for the purpose of receiving a grant in the amount of \$15,126 to support the Utility Assistance Program;

WHEREAS, all service expenditures pursuant to the Independent Contract Agreement are on a reimbursement basis, up to \$15,126;

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. That the Independent Contract Agreement between Wildfire and the City of Surprise (Contract No. 07012023-24), attached as ***Exhibit B***, is hereby 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 2023-100
EXHIBIT A

1. Appropriation - The allocations below represent the movement of budget authority in the amount of \$15,200 from General Contingency to Project G51741 to cover projected expenditures associated with the Utility Assistance Program.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51741 FY24 Wildfire HEAF	E	-	15,200	15,200
Grants	Human Svcs and Comm Vitality	#G51741 FY24 Wildfire HEAF	R	-	15,200	15,200
Contingency	General Operations	Contingency	E	78,558,200	(15,200)	78,543,000
Contingency	General Operations	Other	R	78,479,300	(15,200)	78,464,100
Expense Total				78,558,200	-	78,558,200
Revenue Total				78,479,300	-	78,479,300

RESOLUTION 2023-100
EXHIBIT B

Independent Contract Agreement (Contract No. 07012023-24)



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 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
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Agenda Wording:

Consideration and action pertaining to the approval of an Intergovernmental Agreement with Maricopa County for American Rescue Plan Act (ARPA) funds and County General Funds; amending the Fiscal Year 2024 Budget by moving budget authority in the amount of \$850,000 from General Contingency to project G51722 in the Grants Fund, and accepting grant funding from Maricopa County via the Department of Treasury State and Local Fiscal Recovery Funds; Resolution #2023-122.

Motion:

I move to approve Resolution #2023-122.

Background:

In September of 2022, Maricopa County announced the opportunity of potential funding for homeless services via a survey released to eligible municipalities to identify interest, opportunities, and requests among municipal partners. Utilizing the survey information, the Maricopa County Human Services Department Homeless Services Unit's goal was to invest in two primary initiatives related to municipalities: (a) to increase shelter beds in the region and (b) to fund municipalities that do not currently receive federal Emergency Solutions Grant (ESG) funding and/or current funding from the County for homelessness.

Objective Analysis:

This action will allow the Human Services & Community Vitality Department to continue to support the Interfaith Homeless Emergency Lodging Program, to contribute to the salary of the Housing Solutions Coordinator, and to continue to support operations at the West Valley Housing Assistance Center, all of which help low-income residents of Surprise.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

This one-time agreement will allow expenditures of up to \$850,000 in ARPA grant and Maricopa County General funding. These expenditures will be reimbursed by Maricopa County.

Budget Impact:

This action will result in the movement of budget authority from General Contingency to project G51722 FY24 Maricopa Homeless Services in the Grants Fund in the amount of \$850,000. This action represents a movement of budget authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. 23.08.31 City of Surprise IGA HLESS Services
 2. Res 2023-122 Homeless Services
-



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF SURPRISE

Agreement Number: _____
Agreement Amount: \$850,000
Agreement Start Date: August 1, 2023
Agreement Termination Date: September 30, 2026
Unique Entity ID: CNDLLN6WTTE3

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between the City of Surprise ("City" or "Subrecipient") and Maricopa County ("County") administered by its Human Services Department, ("Department"). The County and the Subrecipient collectively are referred to as the "Parties" and individually as the "Party."

2.0 PURPOSE

Through this Agreement the County seeks to expand homelessness services in Surprise area. The County shall provide Subrecipient with American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds ("ARPA") and General Funds for Homeless service administration and emergency shelter services (the "Project") to principally serve people experiencing homelessness.

3.0 TERM OF AGREEMENT

- 3.1 The term of this Agreement is from August 1, 2023 through September 30, 2026
3.2 This Agreement shall be effective upon approval and signature by both Parties.

4.0 AMENDMENTS

Any changes to this Agreement shall be effective only through a written amendment signed by both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

- 5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon approval and execution by both the Chairman of the Board of Supervisors and the City. Administrative Change Orders may address any of the following areas:
 - 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
 - 5.1.2 Modifications to budget line items if the Agreement amount remains unchanged;
 - 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
 - 5.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

6.0 FUNDING, INVOICING AND PAYMENT

- 6.1 The County shall provide the Subrecipient with \$600,000 in ARPA Funds under Assistance Listing Number (ALN) 21.027 provided to the County through the U.S. Department of Treasury and \$250,000 in Maricopa County General Funds (GF) for a total funding award of \$850,000.
- 6.2 Funding expenditures per fiscal year
 - 6.2.1 FY 2024 \$350,000
 - 6.2.1.1 \$100,000 IHELP Shelter Service (ARPA)
 - 6.2.1.2 \$50,000 Homeless Coordinator (GF)
 - 6.2.1.3 \$200,000 West Valley Housing Assistance Center (WVHAC) (GF)
 - 6.2.2 FY 2025 \$250,000
 - 6.2.2.1 \$50,000 Homeless Coordinator (ARPA)
 - 6.2.2.2 \$200,000 WVHAC (ARPA)
 - 6.2.3 FY 2026 \$250,000
 - 6.2.3.1 \$50,000 Homeless Coordinator (ARPA)
 - 6.2.3.2 \$200,000 WVHAC (ARPA)

7.0 AVAILABILITY OF FUNDS

- 7.1 This Agreement and the Parties' obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement, and the County shall keep the Subrecipient fully informed as to the availability of funds.
- 7.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality other than the Parties to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the Parties may amend, suspend, or terminate this Agreement. In the event of termination, the Parties shall be liable for payment only for costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Furthermore, upon termination Subrecipient shall be released from all pending responsibilities and shall have no further obligation to perform under the Agreement unless it is expressly provided for herein as an obligation that survives termination. The Parties shall give written notice of their

intent to suspend performance or their intent to terminate this Agreement under this Section at least ten (10) calendar days in advance.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

8.1 The Subrecipient shall:

- 8.1.1 Provide services according to the scope of work, timeline and budget outlined in Exhibit A.
- 8.1.2 Follow programmatic and financial reporting requirements outlined in Exhibit A and use the appropriate templates provided by the County.
- 8.1.3 Allow access for County and its auditors for not less than two (2) calendar years from the date of the report to all records and materials retained by Subrecipient relating to the Program, with such access to be granted during normal business hours on reasonable notice of not less than forty-eight hours.
- 8.1.4 Ensure Subrecipient's and any subcontractors' compliance with federal, state, and County requirements as they relate to the ARPA Fund requirements.
- 8.1.5 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement

8.2 The County Shall be responsible for all of the following:

- 8.2.1 Provide timely payment of subrecipient invoices on a monthly basis.
- 8.2.2 Respond to questions from the Subrecipient in a timely manner.
- 8.2.3 Provide technical assistance and training to Subrecipient staff as necessary to ensure proper administration services under this Agreement.
- 8.2.4 Report to the U.S. Department of Treasury on the Subrecipient's use of funds under this Agreement.
- 8.2.5 Provide Invoice and Program Reporting template to subrecipient.

9.0 COMPENSATION

9.1 Subrecipient shall submit monthly invoices to the County:

- 9.1.1 For all invoiced costs related to general services and other costs associated with this project.
- 9.1.2 By the 15th calendar day of the month after month close out.
- 9.1.3 For costs incurred for the fiscal year, submit no later than the 30th of July.

9.2 The Agreement is on a cost reimbursement basis.

9.3 The County shall reimburse the Subrecipient on a net 0 payments standard.

9.4 Final Reimbursement Upon Agreement Termination.

- 9.4.1 The Subrecipient shall submit the final reimbursement request no later than 30 calendar days after the termination date except as noted below:
 - 9.4.1.1 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10th.
 - 9.4.1.2 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.
- 9.4.2 Late receipt of the Final Reimbursement Request (e.g., not received within 45 days following the termination date) may result in forfeiture of payment.

10.0 METHOD OF PAYMENT

- 10.1 The Subrecipient shall submit invoices for project activities to hsdfinance@maricopa.gov.
- 10.2 Payment by the County is not to be construed as final in the event that the Department of Treasury disallows payment for the activity or any portion thereof. Funds not expended in implementing this activity or upon completion of the activity shall be returned to the ARPA unprogrammed funds account.

11.0 DISALLOWED COSTS

- 11.1 The cost principles set forth in the Code of Federal Regulations ("C.F.R."), 2 C.F.R. Part 200 Subpart E including later amendments and editions on file with the Arizona Secretary of State and incorporated here by reference, shall be used to determine the allowability of incurred reimbursable costs under this Agreement. The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. §§ 200, et seq.
- 11.2 Those costs that are specifically defined as unallowable in 2 C.F.R. Part 200, Subpart E shall not be submitted for reimbursement by the Subrecipient and shall not be reimbursed with County funds.

12.0 TERMINATION

- 12.1 Under A.R.S. § 38-511, either Party may cancel this Agreement without penalty or further obligation within three (3) years after its execution, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either Party, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of the other Party to this Agreement.
- 12.2 Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other Party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 12.3 Either Party may terminate this Agreement at any time by giving the other Party written notice at least sixty (60) calendar days before the termination date. The termination notice shall be given by personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth in Section 13.0 of this Agreement.
- 12.4 In the event of termination, the County shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Neither Party shall be liable for any incomplete or additional performance under the Agreement unless expressly stated herein as an obligation that survives termination.
- 12.5 The County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 12.6 The Parties may terminate this Agreement for convenience upon 30 day's prior written notice. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

Subrecipient:
Bob Wingenroth, City Manager
(623) 222-1022
Bob.Wingenroth@surpriseaz.gov
16000 N Civic Center Plaza
Surprise, AZ 85374

Maricopa County
Human Services Department
TJ Reed, Homelessness Programs MGR
(602) 317-7056
TJ.Reed@maricopa.gov
234 N. Central Avenue 3rd Floor
Phoenix, AZ 85004

14.0 EMPLOYMENT DISCLAIMER

- 14.1 This Agreement is not intended to constitute, create, give rise to, or to otherwise recognize a joint venture, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties are only those expressly set forth in this Agreement.
- 14.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient shall be considered a County agent, employee, or representative and those individuals are not entitled to County civil service rights, County retirement rights, or any other rights provided under the County personnel rules, nor shall those rights accrue or apply to any such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend and hold harmless the County with respect to the foregoing.
- 14.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect to the foregoing.

15.0 GENERAL REQUIREMENTS

- 15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of ARPA. Any lawsuit arising out of this Agreement shall be brought in the superior court of Maricopa County, Arizona.
- 15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 15.3 The Subrecipient is an independent contractor under the provisions of this Agreement and no officer, employee, or agent is to be considered an officer, employee, or agent of the other Party.
- 15.4 The Subrecipient shall comply with the regulations prohibiting conflict of interest. For purposes of this Agreement the terms within this subparagraph have the meanings prescribed by A.R.S. § 38-502. Therefore, the Subrecipient shall not make any

payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization, the County, or the Project. Subrecipient must make full written disclosure of any proposed payments to the County and receive written approval for the payments.

16.0 ASSIGNMENT AND SUBCONTRACTING

- 16.1 No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient bears all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County otherwise agrees.
- 16.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" for the purpose of carrying out a specific portion of the Agreement. The Subrecipient will make determinations classifying recipients of federal funds as Subawards of the Agreement.
- 16.3 The Subrecipient shall ensure compliance by any subcontractor with all ARPA requirements, including reporting requirements.

17.0 DISPUTES

- 17.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process:
 - 17.1.1 Notice of the specific grounds of a dispute shall be in writing and filed with the County Representative, listed in section 13.0 within ten (10) business days from the date the Subrecipient knew of, or should have known of, the basis of the dispute.
 - 17.1.2 The County Representative shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written Notice of Appeal with the Human Services Department Director.
 - 17.1.3 The Human Services Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the Notice of Appeal. The decision of the Human Services Department Director shall be final and not appealable.
 - 17.1.4 Pending the decision of the Human Services Department Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the decision.
 - 17.1.5 In the event Subrecipient disagrees with the decision, the Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.
 - 17.1.6 Nothing in this Section 17.0 shall be deemed to prevent either Party from initiating formal litigation if a dispute is not resolved in accordance with this Section.

18.0 SEVERABILITY

In any provision of this Agreement determined to be invalid, void, or illegal by a court, that determination shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

19.0 STRICT COMPLIANCE

One Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all additional areas of performance within this Agreement. Any changes in performance obligations within this Agreement must be in writing and signed by both Parties.

20.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of the receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by ARPA or the County that the Subrecipient is not in compliance with the audit requirements.

21.0 AUDIT DISALLOWANCES

- 21.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and identify the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

22.0 PROPERTY

- 22.1 Any County property furnished or leased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with the instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property is the responsibility of the Subrecipient within the limits budgeted in this Agreement.
- 22.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient or Subrecipient's subrecipient, as applicable. Repair costs of such property shall be the responsibility of the Subrecipient or Subrecipient's subrecipient, as applicable.

23.0 LIMITATION ON LIABILITY

- 23.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or

contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

- 23.2 The Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

24.0 GENERAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 24 shall survive termination of this Agreement.

25.0 INSURANCE

The Subrecipient shall provide the County a Certificate of Self-Insurance equal to:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the state of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to all work performed by Subrecipients or Subcontractors at all tiers.

27.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

28.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County at no cost to the Subrecipient.

29.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Subrecipient agree to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

30.0 LOBBYING

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

30.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

31.0 RELIGIOUS ACTIVITIES

The Subrecipient warrants that none of its costs and none of the costs incurred by the Subrecipient or any of its subcontractors or subrecipients will include any expense for related to any religious activities.

32.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

33.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

34.0 RIGHTS IN DATA

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

35.0 COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the Parties reserve a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

36.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

- 36.1 The County will monitor the Subrecipient's compliance as needed for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by ARPA and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall reasonably make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.
- 36.2 The County shall request information for fiscal monitoring/audit per (OMB) Uniform Guidance 2 C.F.R. § 200, to include as applicable:
 - 36.2.1 Financial Management 2 C.F.R. § 200.302
 - 36.2.2 Internal Controls 2 C.F.R. § 200.303
 - 36.2.3 Bonds 2 C.F.R. § 200.304
 - 36.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
 - 36.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
 - 36.2.6 Program Income 2 C.F.R. § 200.307
 - 36.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
 - 36.2.8 Period of Performance 2 C.F.R. § 200.309
 - 36.2.9 Insurance Coverage 2 C.F.R. § 200.310
 - 36.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
 - 36.2.11 Procurement Standards 2 C.F.R. § 200.318
 - 36.2.12 Indirect Costs 2 C.F.R. § 200.414
 - 36.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
 - 36.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

37.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

- 37.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.
- 37.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.
- 37.3 If the Director determines that the award to the Subrecipient from such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost

adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

38.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

39.0 RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

40.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

41.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and -2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

42.0 EQUAL EMPLOYMENT OPPORTUNITY

42.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

42.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

42.3 The Subrecipient shall and shall cause their respective Subcontractors to comply with:

42.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

42.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);

42.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

42.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and

42.3.5 Arizona Executive Order 2009-09, *et seq.* as amended, which mandates that all persons shall have equal access to employment opportunities.

43.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq.*

44.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in the manner specified by the County in accordance with applicable State of Arizona and federal regulations. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

45.0 RETENTION OF RECORDS

45.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Subrecipient that are related to this Agreement.

45.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

46.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the Subrecipient shall reimburse the County for the services not supported and/or documented.

47.0 IMMIGRATION LAWS AND REGULATIONS

47.1 Federal Immigration and Nationality Act

47.1.1 The Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.

47.1.2 By entering into this Agreement, the Subrecipient warrant compliance with the Federal Immigration and Nationality Act ("FINA") and all other federal immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their subcontractors shall also maintain Employment Eligibility Verification forms ("I-9") as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

47.1.3 The County may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the County

suspect or find that the Subrecipient or any of its subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

- 47.2 **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

47.2.1 The Subrecipient and their respective Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

47.2.2 A breach of a warranty under this Subparagraph 47.2.2 shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability under A.R.S. § 41-4401; and

47.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of the Subrecipient or their Vendor's employees who works on this Agreement to ensure that such Party or Vendor is complying with the warranty provided under this Subparagraph 47.2.3 and that the Parties agree to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

48.0 DRUG FREE WORKPLACE ACT

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds must certify that they will provide Drug-Free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

49.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

49.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

49.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

49.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes; or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

49.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 49.1.2 above; and

49.1.4 Have not, within a three-year period preceding the Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

- 49.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

50.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

- 50.1 The Subrecipient agrees that this Agreement and its employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;
- 50.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient and copies provided to County upon request; and
- 50.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 50.0, in all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

51.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

52.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

53.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 53.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 53.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.
- 53.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
- 53.3.1 Non-performance of any obligations required by this Agreement.
- 53.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
- 53.3.3 Unauthorized expenditure of funds.

- 53.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*
- 53.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 53.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipients, without intent to limit or with restrictions, be subject to the following:
 - 53.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this Agreement.
 - 53.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 53.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

54.0 ADMINISTRATIVE REQUIREMENTS

- 54.1 Accounting Standards – The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 54.2 ~~Repayment of Funds — The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County shall specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be complete any later than sixty (60) calendar days following the written determination of noncompliance by the County. Reserved.~~
- 54.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
 - 54.3.1 Records to be maintained – The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
 - 54.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or

Commented [AL1]: Repayment is covered in Section 22. Prefer to strike entire section.

Commented [GV(2R1)]: Subparagraph needs to stay in the agreement.

SAM.gov. Documentation of the UEI Number must be included in all project files.

- 54.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 54.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 54.3.5 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

55.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

- 55.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:
 - 55.1.1 the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 55.1.2 any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 55.1.3 any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 55.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after notifying the County of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

56.0 FORCE MAJEURE

- 56.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.
- 56.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must

56.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

APPROVED BY:
THE CITY OF SURPRISE

Skip Hall Mayor	Date
--------------------	------

Attested to:

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

Kim Miles, Deputy County Attorney Date

EXHIBIT A- STATEMENT OF WORK

1.0 Project Implementation

- 1.1 The Subrecipient shall implement the Homeless Services Administrator position, and shelter operations through the WWHAC and IHELP Services (the "Project") to principally serve people experiencing homelessness.
 - 1.1.1 Homeless Services Administrator to include:
 - 1.1.1.1 Plan, develop, and manage all aspects of the City's homeless priorities including building strong strategic partnerships, using data to analyze policy issues in homelessness, providing expert knowledge and guidance, and driving progress toward achieving regional goals.
 - 1.1.1.2 This position will work with City Departments, regional municipalities, non-profit organizations, health departments, and community partners to leverage regional efforts and maximize resources to end homelessness.
 - 1.1.1.3 Coordinate with and support the County in leading the subregional collaborative in the Surprise area.
 - 1.1.2 Shelter Services (WWHAC and IHELP Shelter Services) to include:
 - 1.1.2.1 Establish eligibility and issue a homeless verification letter within 72 hours of entry.
 - 1.1.2.2 All staff funded under this contract are to have the primary goal of supporting clients in exiting shelter to permanent housing. This involves all staff being trained on trauma informed care, motivational interview, and appropriate resources to provide to clients as needed. Make documentation of these trainings available for monitoring.
 - 1.1.2.3 All clients will receive an initial intake with support and resources provided based on their identified needs within the first 24 hours of residency.
 - 1.1.2.4 All clients will have access to AD HOC support services upon request in order to have the tools and resources to resolve their identified needs.
 - 1.1.2.5 Collect and maintain documents for housing readiness and coordination.
 - 1.1.2.6 Facilitate connection to state licensed mental health and chemical dependency treatment program as necessary.
 - 1.1.2.7 Enter client information into Homeless Management Information Systems ("HMIS"). All data must be entered into HMIS within 3 days of initial intake. Must have a data completeness score of 95%.
 - 1.1.2.8 Case managements services will be available to IHELP clients a minimum of 5 nights a week in the first 3 months of operating year 2019-2020.
 - 1.1.2.9 Case management will serve 100% of people in the IHELP program

- 1.2 Must maintain above 95% occupancy on average.
- 1.3 Ensure established Policies and Procedures are in place for service delivery;
- 1.4 Be responsible for hiring, managing, training, and terminating staff as necessary, in accordance with Subrecipient's established policy and procedures.
Subrecipient shall make Policies available for County review at time of monitoring.
- 1.5 Report incidents that may involve a liability issue, significant disruptions in services or unusual or dangerous interactions which may leave the County open for public scrutiny. Subrecipient will report incident to County Homeless Services staff by telephone as soon as possible within 24 hours following occurrence and will provide a detailed incident report to County Homeless Services staff within three (3) business days following occurrence.

2.0 Background Checks and Fingerprinting

- 2.1 Background Checks for Employment Through Central Registry:
 - 2.1.1 The Subrecipient shall make available valid Background Check information to County upon request.
- 2.2 Fingerprinting:
 - 2.2.1 The Subrecipient shall comply with, and shall ensure that all Subrecipient's employees, independent contractor, subcontractors, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
 - 2.2.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement.
 - 2.2.3 The Subrecipient is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
 - 2.2.4 The Subrecipient shall make available valid Fingerprint information to County upon request.

3.0 Outcomes/Performance Measures

- 3.1 Homeless Services Administrator to include:
 - 3.1.1 Narrative overview of Surprise homeless service activities and coordination with the County.
- 3.2 WWHAC to include:
 - 3.2.1 Outcomes:
 - 3.2.1.1 Occupancy rate to be above 95% on average.

- 3.2.1.2 Number of individuals and families experiencing homelessness served.
- 3.2.1.3 Known Exit Destinations in HMIS
- 3.2.1.4 HUD defined positive exit destinations
- 3.2.1.5 Data completeness and timeliness
- 3.2.2 Indicators (The data point reporting locations is identified after each indicator in parenthesis based on reports in HMIS):
 - 3.2.2.1 Chronicity: Percentage of program participants meeting chronic definition (APR: 5A).
 - 3.2.2.2 Median Length of Stay: Median number of days for participants currently in the program. (APR: 22B)
 - 3.2.2.3 Average Length of Stay: Average number of days for participants currently in the program. (APR: 22B)
 - 3.2.2.4 Data Quality: Percent of fields missing or incorrect in HMIS as measured by HMIS APR. (APR: 6A,B,C,D,E)
 - 3.2.2.5 Income Growth at Exit: Percentage of those with increased income at program exit. (APR: 19A2)
 - 3.2.2.6 Receipt of Outside Benefits Upon Exit: Percentage of those with at least one source of outside benefits upon program exit. (APR: 20B)
 - 3.2.2.7 Positive Exits: Percentage of program participants who exited to a positive destination as recorded in HMIS. (APR: 23C)
 - 3.2.2.8 Occupancy Rate: Percentage of beds currently utilized by program participants. (SAPBO: Bed Night Utilization)
 - 3.2.2.9 Fund Utilization: Percentage of funds expended during term of grant.
 - 3.2.2.10 Housing First: Program score, max of 216. (Housing First Assessment Tool)
 - 3.2.2.11 Intake and Assessment: Median number of days between Shelter Entry Date and Case Management Entry Date (for the clients who received case management).
 - 3.2.2.12 Case Management: Ratio of available case managers for every program participant.
 - 3.2.2.13 Program Participants: Number of unduplicated clients served in overnight shelter. (APR: 5A)
 - 3.2.2.14 Exit Destinations: Count of positive exits, not-positive exits, and unknown exits. (Unknown is the sum of "Client doesn't know/refused" and "Data not collected (no exit interview completed)". (APR: 23C)
- 3.3 IHELP Shelter Services to include:
 - 3.3.1 Outcomes:
 - 3.3.1.1 Occupancy rate to be above 95% on average.
 - 3.3.1.2 Number of individuals experiencing homelessness served.
 - 3.3.1.3 Increase known Exit Destinations in HMIS from the previous year
 - 3.3.1.4 Increase HUD defined positive exit destinations from the previous year

- 3.3.1.5 Data completeness and timeliness
- 3.3.2 Indicators (The data point reporting locations is identified after each indicator in parenthesis based on reports in HMIS):
 - 3.3.2.1 Chronicity: Percentage of program participants meeting chronic definition (APR: 5A).
 - 3.3.2.2 Median Length of Stay: Median number of days for participants currently in the program. (APR: 22B)
 - 3.3.2.3 Average Length of Stay: Average number of days for participants currently in the program. (APR: 22B)
 - 3.3.2.4 Data Quality: Percent of fields missing or incorrect in HMIS as measured by HMIS APR. (APR: 6A,B,C,D,E)
 - 3.3.2.5 Income Growth at Exit: Percentage of those with increased income at program exit. (APR: 19A2)
 - 3.3.2.6 Receipt of Outside Benefits Upon Exit: Percentage of those with at least one source of outside benefits upon program exit. (APR: 20B)
 - 3.3.2.7 Positive Exits: Percentage of program participants who exited to a positive destination as recorded in HMIS. (APR: 23C)
 - 3.3.2.8 Occupancy Rate: Percentage of beds currently utilized by program participants. (SAPBO: Bed Night Utilization)
 - 3.3.2.9 Fund Utilization: Percentage of funds expended during term of grant.
 - 3.3.2.10 Housing First: Program score, max of 216. (Housing First Assessment Tool)
 - 3.3.2.11 Intake and Assessment: Median number of days between Single Adult Shelter Entry Date and Case Management Entry Date (for the clients who received case management).
 - 3.3.2.12 Case Management: Ratio of available case managers for every program participant.
 - 3.3.2.13 Program Participants: Number of unduplicated clients served in overnight shelter. (APR: 5A)
 - 3.3.2.14 Exit Destinations: Count of positive exits, not-positive exits, and unknown exits. (Unknown is the sum of "Client doesn't know/refused" and "Data not collected (no exit interview completed)" (APR: 23C)

- 4.0 **Reporting Requirements:** Monthly reporting to be submitted no later than the 15th calendar day of the month, following the close of the prior month (i.e., February 15th for January report) to include:
 - 4.1 Monthly payment request form for reimbursement using a template provided by the County.
 - 4.2 Program Reports to be sent monthly:
 - 4.2.1 COC APR from HMIS for each program
 - 4.2.2 Outcome report using an agreed upon template that reports progress on outcomes/ performance measures listed in the section above.
 - 4.3 Provide Quarterly
 - 4.3.1 Report on all indicators

- 4.3.2 Report indicating the expenditure percentage of the yearly budget with a budget narrative describing the status and any programmatic or financial issues. This report is to include all funding sources.
- 4.3.3 Share aggregate data at the request of County within 7 days.

5.0 **Monitoring**

- 5.1 The County will monitor the Subrecipient's compliance with fiscal and programmatic performance under the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by either the County at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all its records and accounts related to work performed under this Agreement available to the County for inspection and copying.
- 5.2 Subrecipient shall make Policies available for County review at time of monitoring.
- 5.3 Subrecipient will provide full access, read only, to the Project in HMIS for the purpose of monitoring client files no more than once per quarter. Subrecipient is responsible for notifying HMIS Lead Agency and granting access to the County within 3 business days of monitoring notice.
- 5.4 County will conduct desk monitoring monthly when financial and programmatic reports are submitted.
- 5.5 The County will conduct desk monitoring at minimum, on an annual basis and in conjunction with federal agencies, if applicable, in order to review outputs, outcomes and requirements described in the scope of work.
- 5.6 Subrecipient will provide any ad hoc reports as requested by the County including aggregate or client level data through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to and effectiveness of service. The County reserves the right to add, remove or revise reporting requirements at its discretion.

6.0 **Budget**

FUND SOURCES	
Sources	Total
Maricopa County – General Funds	\$250,000
Maricopa County – ARPA	\$600,000

Line Item Expenditures	Total Service Cost	County Costs
IHELP Shelter	\$279,672	\$100,000
WVHAC Operations	\$2,502,000	\$600,000
Homeless Services Administrator	\$530,000	\$150,000
TOTALS:	\$3,311,672	\$850,000

RESOLUTION # 2023-122

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR HOMELESS SERVICES; AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$850,000 FROM GENERAL CONTINGENCY TO THE GRANTS FUND PROJECT G51722, AND ACCEPTING GRANT FUNDING FROM MARICOPA COUNTY VIA THE DEPARTMENT OF TREASURY STATE AND LOCAL FISCAL RECOVERY FUNDS.

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

WHEREAS, the City of Surprise and Maricopa County desire to enter into an Intergovernmental Agreement for Homeless Services;

WHEREAS, the term of the agreement is August 1, 2023 through September 30, 2026;

WHEREAS, the County shall provide the City with \$600,000 in Assistance Listing Number (ALN) 21.027, American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds provided to the County through the U.S. Department of Treasury; and \$250,000 in Maricopa County General Funds for a total award of \$850,000;

WHEREAS, all expenditures pursuant to the Intergovernmental Agreement are on a reimbursement basis, up to \$850,000;

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 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 # 2023-122
Exhibit A

1. Appropriation - The allocations below represent the movement of budget authority in the amount of \$850,000 from General Contingency to project G51722 FY24 Maricopa Homeless Services in the Grants Fund to cover projected expenditures associated with homeless services. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51722 FY24 Maricopa Homeless Services	E	-	850,000	850,000
Grants	Human Svcs and Comm Vitality	#G51722 FY24 Maricopa Homeless Services	R	-	850,000	850,000
Contingency	General Operations	Contingency	E	78,558,200	(850,000)	77,708,200
Contingency	General Operations	Other	R	78,479,300	(850,000)	77,629,300
Expense Total				78,558,200	-	78,558,200
Revenue Total				78,479,300	-	78,479,300

Exhibit B

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY**



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 2023

Contact Person: Eric Boyles, ASSISTANT
DIRECTOR - FINANCE

Submitting Department: Transportation
Staff Recommendations:

District: Citywide

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the Maricopa County Department of Transportation (MCDOT) for uniform design and construction standards associated with roads that will be annexed into the City; Resolution #2023-98.

Motion:

I move to approve Resolution #2023-98.

Background:

When private developments occur within the jurisdiction of the City, the roadways are generally required to be designed and constructed to meet the City's standards. Similarly, when private developments occur within the jurisdiction of the County, the roadways are generally required to be designed and constructed to meet the County's standards. This IGA will facilitate a cooperative agreement to coordinate roadway standards related to private developments so that a developer has to meet the City standard throughout the development period for future annexation.

Objective Analysis:

The City and the County have two different roadway standards. By having this IGA the County will approve all future developments that may be annexed into the City using the City's roadway standards, which will enhance the consistency of the City's roadway network.

Policy Compliant:

Pursuant to Arizona Revised Statute §11-951, et seq., the City of Surprise has the authority to enter into an intergovernmental agreement (IGA) with other governmental entities for the purposes set forth in this agreement. This item is policy compliant.

Financial Impact:

The IGA applies to roadways in development areas that the city plans to annex. The financial impact varies for each type of annexation depending on the current and anticipated land use. A financial impact analysis is completed to estimate the financial impact and is presented to council prior to the annexation.

The ability to have roadways designed and constructed to meet the city's standards is expected to reduce capital costs associated with updates to roadways once properties have been annexed into the city.

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. 01 Res 2023-98 MCDOT Coordination of Roadway Standards(Private Developments) Resolution 090523
 2. 02 Exhibit A IGA Surprise MCDOT Coordination of Roadway Standards (Private Developments) 090523
-

RESOLUTION # 2023-98

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR COORDINATION OF ROADWAY STANDARDS RELATED TO PRIVATE DEVELOPMENT.

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate a cooperative agreement to coordinate roadway standards related to private developments; and

WHEREAS, this Agreement will formalize a reciprocal practice between the Parties.

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

Section 1. The IGA between the City of Surprise and Maricopa County, attached as Exhibit A, is approved.

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

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
BETWEEN MARICOPA COUNTY AND THE CITY OF SURPRISE
FOR COORDINATION OF ROADWAY STANDARDS
RELATED TO PRIVATE DEVELOPMENTS
(C-64-24- ____ -X-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Surprise, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorizes the County to lay out, maintain, control, and manage public roads within the County.
2. A.R.S. Sections 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorizes the City to lay out and establish, regulate, and improve streets within the City and to enter into this Agreement.

DURATION

4. This Agreement shall become effective as of the date the governing bodies approve it of the Parties and remains in full force and effect until terminated by either Party for any reason upon furnishing the other Party with written notice at least thirty (30) days before the effective termination date.

BACKGROUND

5. When private developments occur within the jurisdiction of a City, the roadways are generally required to be designed and constructed to meet the City's Standards. Similarly, when private developments occur within the jurisdiction of a County, the roadways are generally required to be designed and constructed to meet the County's standards.

6. There are instances where a development site is located in a City's jurisdiction, and adjacent roadways to be constructed by the developer are located in the County's jurisdiction. In such cases, the adjacent roadways are normally required to meet County standards. However, if the City plans to annex the adjacent roadways and City is willing to commit to the annexation within a reasonable time frame, it may be reasonable to consider allowing the adjacent roadways to be designed and constructed to City standards.
7. There are other instances where a development site is in the county's jurisdiction, and a city plans to annex the development area and its roadways. In such cases, it may be reasonable to consider allowing the roadways within the County jurisdiction to be designed and constructed to City standards if the City is willing to commit to the annexation within a reasonable time frame.

PURPOSE OF THE AGREEMENT

8. The purpose of this Agreement is to authorize the County Transportation Director (or designee) and the City Manager (or designee) to enter into Letters of Agreement (**LOAs**) to allow the application of City standards on development-related roadways in County jurisdiction under terms provided under this Agreement.

TERMS OF THE AGREEMENT

9. **Responsibilities of the County:**
 - 9.1 The County Transportation Director or designee may, in coordination with the City Manager or designee, determine roadways suitable for an LOA and enter into LOAs with the City for the purposes authorized in this Agreement.
 - 9.2 The County Transportation Director or designee may agree to amend the LOA, in writing, as provided in Paragraph 13 of this Agreement.
 - 9.3 The County Transportation Director or designee shall retain appropriate files related to any LOA entered into under the authority of this Agreement until all terms provided in the Agreement and the pertinent LOA have been satisfied or as otherwise required by law.
10. **Responsibilities of the City:**
 - 10.1 The City Manager or designee may, in coordination with the County Transportation Director or designee, determine roadways suitable for an LOA and enter into LOAs with the County for the purposes authorized in this Agreement.

- 10.2 The City Manager or designee may agree to amend the LOA, in writing, as provided in Paragraph 13 of this Agreement.
- 10.3 The City Manager or designee shall retain appropriate files related to any LOA entered into under the authority of this Agreement until all terms provided in the Agreement and the pertinent LOA have been satisfied or as otherwise required by law.

TERMS OF THE LOA FOR EACH PARTY

- 11. Each LOA entered into under the authority of this Agreement shall include the following provisions:
 - 12.1 A statement/recital that the subject LOA is subject to the terms and conditions of this Agreement.
 - 12.2 A description of the proposed development and the jurisdiction in which it is located.
 - 12.3 A list of the roadways included in the development or otherwise impacted by the development.
 - 12.4 A map and legal description, prepared by the City, and approved by the County, depicting the roadways in the development or otherwise impacted by the development shall be attached as an exhibit(s) to the respective LOA. County roadways that are not intended to be annexed shall not be subject to this Agreement.
 - 12.5 A statement that the City commits to process the annexation of the subject roadways no later than one year from the date of plan approval and that the City accepts all liability associated with such roadways and all maintenance and operation responsibilities upon approval of an applicable LOA.
 - 12.6 A statement that the roadways will be designed and constructed to City standards.
 - 12.7 A statement that the City will assume responsibility for plan review, permitting, inspections, and traffic control for the listed roadways to be annexed. The City shall ensure that the appropriate liability insurance and project bonding (assurance) are in place. The insurance shall list Maricopa County as "Additional Insured," regardless of the form; the project bonding shall require written confirmation of the satisfaction of Maricopa County that project requirements have been met, and the assurance may be released.

- 12.8 A statement that the County will assume responsibility for plan review, permitting, inspections, and traffic control for the roadways outside the proposed area to be annexed into the City. A statement that the City shall not be responsible or liable for roadways in the County outside of the proposed annexed area shall be included in the LOA.
- 12.9 Other terms may be deemed necessary by the County Transportation Director (or designee) and the City Manager (or designee).
13. After the County Transportation Director or designee and the City Manager or designee enter into an LOA, if unexpected or unforeseen circumstances arise that warrant an amendment to an LOA, the County Transportation Director or designee and the City Manager or designee may agree to amend the LOA, in writing.
14. Nothing in any LOA shall be interpreted to enlarge or expand the County's or the City's authority.

GENERAL TERMS AND CONDITIONS

15. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, and each of the respective LOAs authorized by this Agreement including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.
16. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all stipulations previously indicated have been satisfied,
18. This Agreement is subject to the provisions of A.R.S. § 38-511.
19. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions, or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced curing the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The

total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

20. All notices required under this Agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Surprise
Attn: City Manager
16000 N Civic Center Plaza
Surprise, Arizona 85374

Either Party may, by written notice to the other, specify a different address for notice. All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery.

21. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.
22. This Agreement shall be construed as a whole and by its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.
23. This Agreement does not imply authority to perform any tasks, accept any responsibility or grant authority to control the subject roadway(s), except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
24. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions, and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than

as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all Parties.

25. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained because of the continuation of any matter previously waived.
26. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties outlined in this Agreement, or any certificate or instrument executed or delivered pursuant to this Agreement, shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
27. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Faxed, copied, and scanned signatures are acceptable as original signatures.
28. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
29. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday, or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
30. Nothing contained in this Agreement shall create any partnership, joint venture, or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity, not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
31. Maricopa County, Arizona, shall be the venue for any claim arising out of or in any way related to this Agreement.
32. The laws of the State of Arizona shall govern this Agreement.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SURPRISE

Recommended by:

Bob Wingenroth
City Manager

Approved and Accepted by:

Skip Hall	Date
Mayor	

Attest by:

City Clerk _____ Date _____

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 7/19/2023
E47E285375F04C8...

Jesse Gutierrez Date
Transportation Director

Approved and Accepted by:

Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
 7/19/2023
C9463D0DE44C4E5...

Deputy County Attorney Date



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 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
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Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Homestead at Marley Park Phase 4 & 5 – Parcel 2, generally located at the southeast corner of Waddell Road and Bullard Avenue; Resolution #2023-133.

Motion:

I move to approve Resolution No. 2023-133.

Background:

The Public Works Department conducted the final inspection of the public improvements for Homestead at Marley Park Phase 4 & 5 – Parcel 2 on or about February 6, 2023, totaling 17,617 SY (approximately 5,663 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drains and wastewater lines. Domestic water lines are located within the City of Surprise water jurisdiction.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$2,914,398.42.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01_2023-133 Accept Infrastructure MarleyPh4 and 5 P2.cao
 2. 02_Notice of Completion MarleyPhase4&5Par2
 3. 03_Inspector Project Sign Off MarleyPhase4&5Par2
 4. 04_Linear Foot Verification MarleyPh4&5Par2
-

RESOLUTION # 2023-133

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO-YEAR WARRANTY AT HOMESTEAD AT MARLEY PARK PHASE 4 & 5 - PARCEL 2 GENERALLY LOCATED AT THE SOUTHEAST CORNER OF WADDELL ROAD AND BULLARD AVENUE ROADS.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Homestead at Marley Park Phase 4 & 5 – Parcel 2" on, May 4, 2021;

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

WHEREAS, HBT of Marley Park II LLC, the developer of Homestead at Marley Park Phase 4 & 5 - Parcel 2, dedicated to the City the Public Improvements, generally located at the southeast corner of Waddell Road and Bullard Avenue;

WHEREAS, on or about February 6, 2023, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

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

Map of Infrastructure

EXHIBIT A

Homestead at Marley Park Phase 4 & 5—Parcel 2

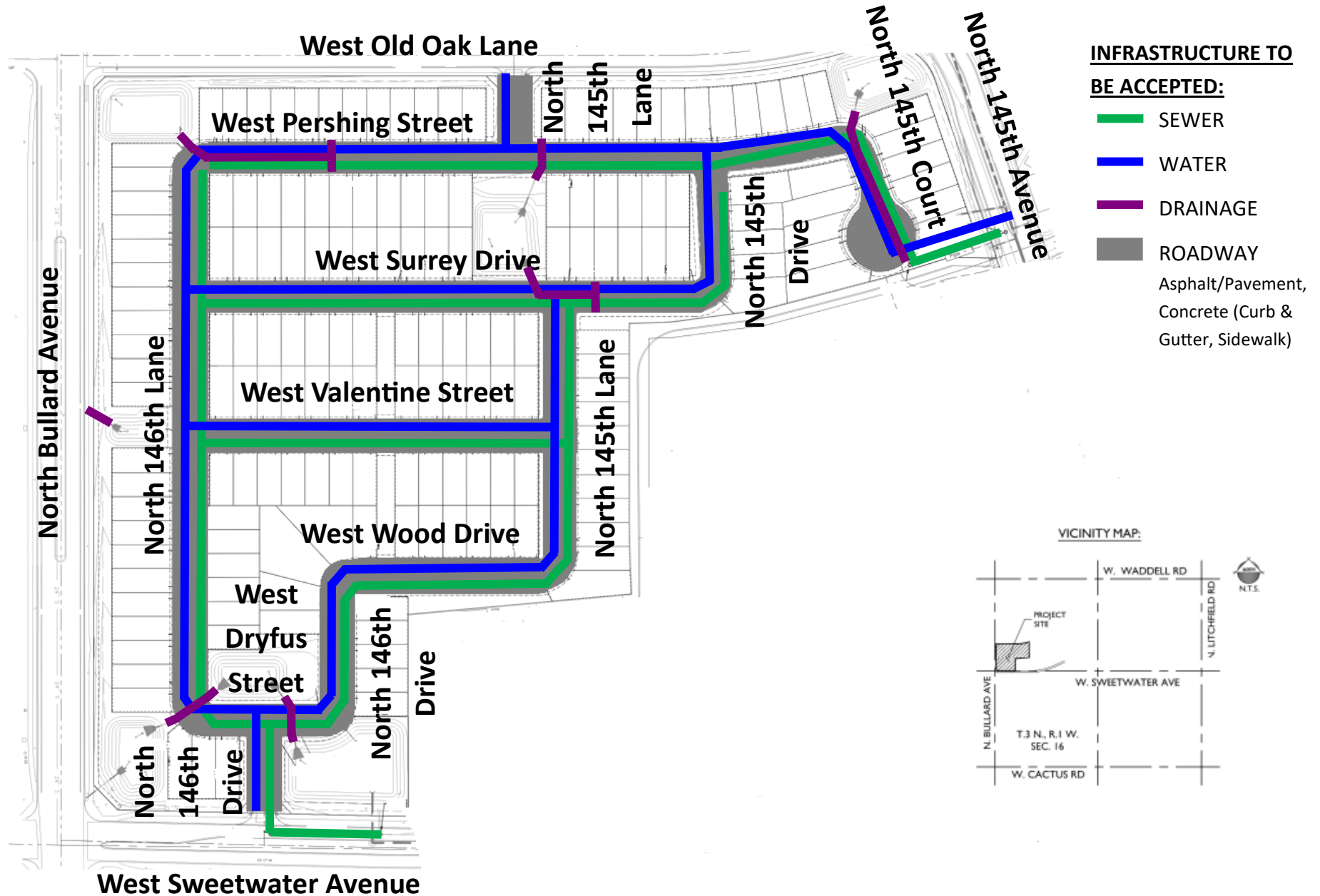


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 08/23/2023
Re: Homestead at Marley Park Phase 4 & 5 Parcel 2

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

City Paving	\$636,857.22
City Concrete	\$951,009.15
City Sewer	\$585,274.00
City Water	\$614,270.05
City Drainage	\$126,988.00
Total	\$2,914,398.42

March 30, 2023

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

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR HOMESTEAD AT MARLEY
PARK PHASE 4 AND 5 PARCEL 2 FINAL PLAT – FS20-729**

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

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

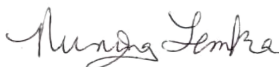
*For the Warranty Assurance, a notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant.

The warranty period starts upon council acceptance for a period of one (1) year; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
City Engineer

cc: Robert Fields, PW Field Engineering Supervisor
Amanda Correia, Finance
Michael Boule, Water Resource Management

John McFarland, PW Streets Manager
Warren Bert, GIS



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 2-6-23 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

12-8-22 Date of Punch-List Walk 1-23-23 Date Punch-List Completed

FS Number: FS20-729 Permit Number(s): E21P-0286,0288,0289,0291,0295,0296

Project Name: Marley Park PH 4&5 Parcel 2

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

Homes By Towne

706 E Bell Rd suite 212 Phoenix AZ 85022

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
145TH In	Local	Old Oak In	Pershing ST	2	.25	
Pershing St	Local	145th ct	146th Ln	2	1	
Surrey Dr	Local	145th Dr	146th Ln	2	.5	
Valentine ST	Local	145th In	146th Ln	2	.5	
Wood Dr	Local	145th In	146th Ln	2	.25	

MATERIALS:

Asphalt:	Southwest	Supplier	<u>5.25</u>	Total Lane Miles	<u>17739</u>	Total Square Yards
Water:	8" PVC C900	Size/Type	<u>5448</u>	Total LF		Size/Type Total LF
	10" PVC C900	Size/Type	<u>209</u>	Total LF		Size/Type Total LF
Sewer:	8" PVC SDR35	Size/Type	<u>5504</u>	Total LF		Size/Type Total LF
		Size/Type		Total LF		Size/Type Total LF
Storm:	18" Rgrcp cl II	Size/Type	<u>845</u>	Total LF		Size/Type Total LF
	24" RGRCP CI III	Size/Type	<u>303</u>	Total LF		Size/Type Total LF
Fire Ln:		Size/Type		Total LF		Size/Type Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector:

Date: 2-6-23

Civil Engineering Supervisor:

Date: 2/6/23



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 2-6-23 _____ Commercial _____ Commercial w/Offsite ☒ Residential

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

12-8-22 _____ Date of Punch-List Walk 1-23-23 _____ Date Punch-List Completed

FS Number: FS20-729 Permit Number(s): 21P-0286,0288,0289,0291,0295,0296,C

Project Name: Marley Park PH 4&5 Parcel 2

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

Homes By Towne

706 E Bell Rd suite 212 Phoenix AZ 85022

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Dreyfus st	Local	146th Dr	146th Ln	2	.25	
146th Ln	Local	Pershing st	Dreyfus st	2	1	
146th dr	Local	Dreyfus st	Existing roadway	2	.25	
145th In	Local	Surrey dr	Wood Dr	2	.5	
145th Dr	Local	Pershing st	Surrey dr	2	.25	

MATERIALS:

Asphalt: Southwest _____ Supplier 5.25 Total Lane Miles 17739 Total Square Yards

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

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

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

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

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

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

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☒ Final Certification Letter from Engineer of Record

☒ Complete Geotechnical Testing Packet

☒ Sewer Pressure Testing Results

☒ Sewer Manhole Vacuum Testing Certification

☒ Sewer Manhole Insecticide Certification

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

_____ Other _____ (Specify)

☒ AOC

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Streetlight Energize Letter

☒ As built Documents (PDF copy on CD)

☒ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: _____

Date: 2-6-23

Civil Engineering Supervisor: _____

Date: 2/6/23

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 2-6-23 Commercial Commercial w/Offsite ☒ Residential

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

<u>12-8-22</u>	Date of Punch-List Walk	<u>1-23-23</u>	Date Punch-List Completed
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FS Number: FS20-729

Permit Number(s): _____

Project Name: Marley Park PH 4&5 Parcel 2

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

Homes By Towne

706 E Bell Rd suite 212 Phoenix AZ 85022

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
145th Ct	Local	Pershing st	Cul de sac	2	.25	
146th dr	Local	Wood Dr	Dreyfus st	2	.25	

MATERIALS:

Asphalt:	Southwest	Supplier	5.25	Total Lane Miles	17739	Total Square Yards
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Water:	Size/Type	Total LF	Size/Type	Total LF
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Size/Type	Total LF	Size/Type	Total LF
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Sewer:	Size/Type	Total LF	Size/Type	Total LF
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Size/Type	Total LF	Size/Type	Total LF
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Storm:	Size/Type	Total LF	Size/Type	Total LF
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Size/Type	Total LF	Size/Type	Total LF
-----------	----------	-----------	----------

Fire Ln:	Size/Type	Total LF	Size/Type	Total LF
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Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List

X Final Certification Letter from Engineer of Record

X Complete Geotechnical Testing Packet

X Sewer Pressure Testing Results

X Sewer Manhole Vacuum Testing Certification

X Sewer Manhole Insecticide Certification

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

Other _____ (Specify) _____

X AOC

<u>X</u>	Asphalt Concrete Ticket w/ Name of Contractor
----------	--

X Streetlight Energize Letter

<u>X</u>	As built Documents (PDF copy on CD)
----------	-------------------------------------

X Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector:

Date: 2-6-23

Civil Engineering Supervisor:

Date: 2/6/23

[illegible]



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 2023
Submitting Department: Public Works
Staff Recommendations:

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rio Rancho Estates, parcel 2A generally located at the northwest corner of West Happy Valley Road and North 183rd Avenue; Resolution #2023-137.

Motion:

I move to approve Resolution No. 2023-137.

Background:

The Public Works Department conducted the final inspection of the public improvements to Rio Rancho Estates, Parcel 2A on or about January 30, 2022, totaling 8,575 SY (approximately 2,756 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drains and wastewater lines. Domestic water lines are located within the Beardsley water jurisdiction.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

Acceptance of street, sewer and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,036,845.26.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01_Res 2023-137 Accept Infra Rio Rancho Parcel 2A
 2. 02_Notice of Completion Rio Rancho Parcel 2A
 3. 03_Inspector Project Sign Off Rio Rancho Parcel 2A
 4. 04_Linear Foot Verification RioRanchoParcel2A
-

RESOLUTION # 2023-137

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RIO RANCHO ESTATES, PARCEL 2A GENERALLY LOCATED AT THE NORTHWEST CORNER OF WEST HAPPY VALLEY ROAD AND NORTH 183RD AVENUE ROADS.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Rio Rancho Estates, Parcel 2A" on, September 1, 2020;

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

WHEREAS, Forestar (USA) Real Estate Group. Inc. the developer of Rio Rancho Estates, Parcel 2A, dedicated to the City the Public Improvements, generally located at northwest corner of West Happy Valley Road and North 183rd Avenue;

WHEREAS, on or about January 30, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

Rio Rancho Estates Parcel 2A

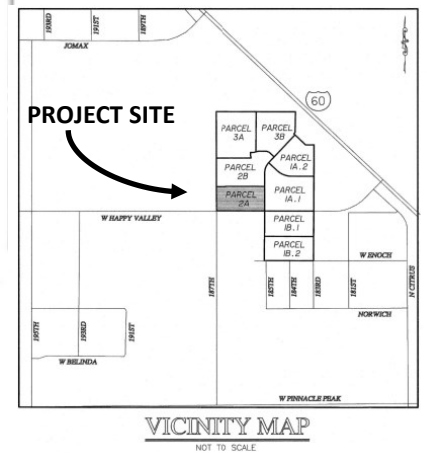


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 08/28/2023
Re: Rio Rancho Estates Parcel 2A

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

City Paving	\$261,845.24
City Concrete	\$408,946.52
City Sewer	\$291,615.17
City Drainage	\$ 74,438.33
Total	\$1,036,845.26

July 15, 2022

Forestar
1661 E Camelback Road #330
Phoenix, AZ 85016

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RIO RANCHO ESTATES
PARCEL 2A AND 2 (OFFSITE) – FS18-620**

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

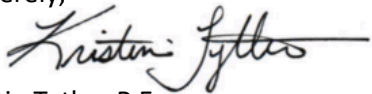
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

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

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

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

Sincerely,



Kristin Tytler, P.E.
Public Works Director

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

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



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

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

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

1-24-2022 Date of Punch-List Walk 5-5-2022 Date Punch-List Completed

FS Number: FS18-620 Permit Number(s): E19P-0798,E19P-0801,E19P-0803,E19P-0804
 Project Name: Rio Rancho Estates: Parcel 2A and 2 (offsite)
 Project Developer/Builder: (Name/Email, Address)
 Forestar: Jake Carver/ 1661 East Camelback Road / Suite 330Phoenix, Arizona 85016/ jacobcarver@forestar
 Sheet 1 of 2

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
W Hackmore Dr	Local	Rio Rancho Blvd	N 185th Dr	2	.25	
N 185 Dr	Local	W Hackmore Dr	W Buckskin Trail	2	.25	
W Buckskin Dr	Local	N 185th Dr	N 186th Ln	2	.25	
N 186th Ln	Local	W Buckskin Trail	W Hackmore Dr	2	.25	
W Hackmore Dr	Local	N 186th Ln	N 185th Dr	2	.25	

MATERIALS:

Asphalt: Vulcan Supplier 1.50 Total Lane Miles 8490 Total Square Yards
 Water: 6" C900 Size/Type 87 Total LF 30" Class III RCP Size/Type 334 Total LF
8" C900 Size/Type 2735 Total LF 24" Class III RCP Size/Type 79 Total LF
 Sewer: 8" SDR 35 Size/Type 3666 Total LF
Size/Type Total LF
 Storm: 18" Class III RCP Size/Type 56 Total LF
24" Class III RCP Size/Type 79 Total LF
 Fire Ln: Size/Type Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

☒ AOC
☒ Asphalt Concrete Ticket w/ Name of Contractor
☒ Streetlight Energize Letter
☒ As built Documents (PDF copy on CD)
☒ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: Phyllis Bely

Date: 6-29-2022

Civil Engineering Supervisor: D A publicly

Date: 6-30-22



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: _____ Commercial _____ Commercial w/Offsite ☒ Residential

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

1-24-2022 Date of Punch-List Walk 5-5-2022 Date Punch-List Completed

FS Number: FS18- 0620 Permit Number(s): see sheet 1 of 2

Project Name: Rio Rancho Estates: Parcel 2A and 2 (offsite)

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

Forestar: Jake Carver/ 1661 East Camelback Road / Suite 330 Phoenix, Arizona 85016/ jacobcarver@forestar

Sheet 2 of 2

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
N 186 ave	Local	W Hackmore Dr	sta 2+42.50	2	.25	

MATERIALS:

Asphalt: see sheet 1 Supplier _____ Total Lane Miles _____ Total Square Yards

Water: see sheet 1 Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

Sewer: see sheet 1 Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

Storm: see sheet 1 Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

Fire Ln: n/a Size/Type _____ Total LF _____ Size/Type _____ Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☐ Final Certification Letter from Engineer of Record

☒ AOC

☒ Complete Geotechnical Testing Packet

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results

☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification

☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification

☐ Updated asbuilt CAD base files (copy on CD)

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

Other _____ (Specify)

APPROVAL:

Civil Inspector:

Date:

6-29-2022

Civil Engineering Supervisor:

Date:

[illegible]



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 2023
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 3

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Stonefield, generally located at the northwest corner of North Reems Road and West Peoria Avenue; Resolution #2023-132.

Motion:

I move to approve Resolution No. 2023-132.

Background:

The Public Works Department conducted the final inspection of the public improvements to Stonefield on or about March 30, 2023, totaling 4,208 SY (approximately 2,471 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drains and wastewater lines. Domestic water lines are located within the Epcor water jurisdiction.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

Acceptance of street, sewer and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,116,014,55.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01_Res 2023-132 Accept Infrastructure Stonefield.cao
 2. 02_Notice of Completion Stonefield
 3. 03_Inspector Project Sign Off Stonefield
 4. 04_Linear Foot Verification Stonefield
-

RESOLUTION # 2023-132

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT STONEFIELD GENERALLY LOCATED AT THE NORTHWEST CORNER OF NORTH REEMS ROAD AND WEST PEORIA AVENUE ROADS.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled “Stonefield A Replat of Lot 1 of the Northwest Corner of Peoria Avenue and Reems Road” on, March 2, 2021;

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

WHEREAS, Pinnacle Land Development, LLC/PL Stonefield LLC, the developer of Stonefield, dedicated to the City the Public Improvements, generally located at northwest corner of North Reems Road and West Peoria Avenue;

WHEREAS, on or about March 30, 2023, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the Public Improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

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

Map of Infrastructure

EXHIBIT A

Stonefield

INFRASTRUCTURE TO BE ACCEPTED:

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

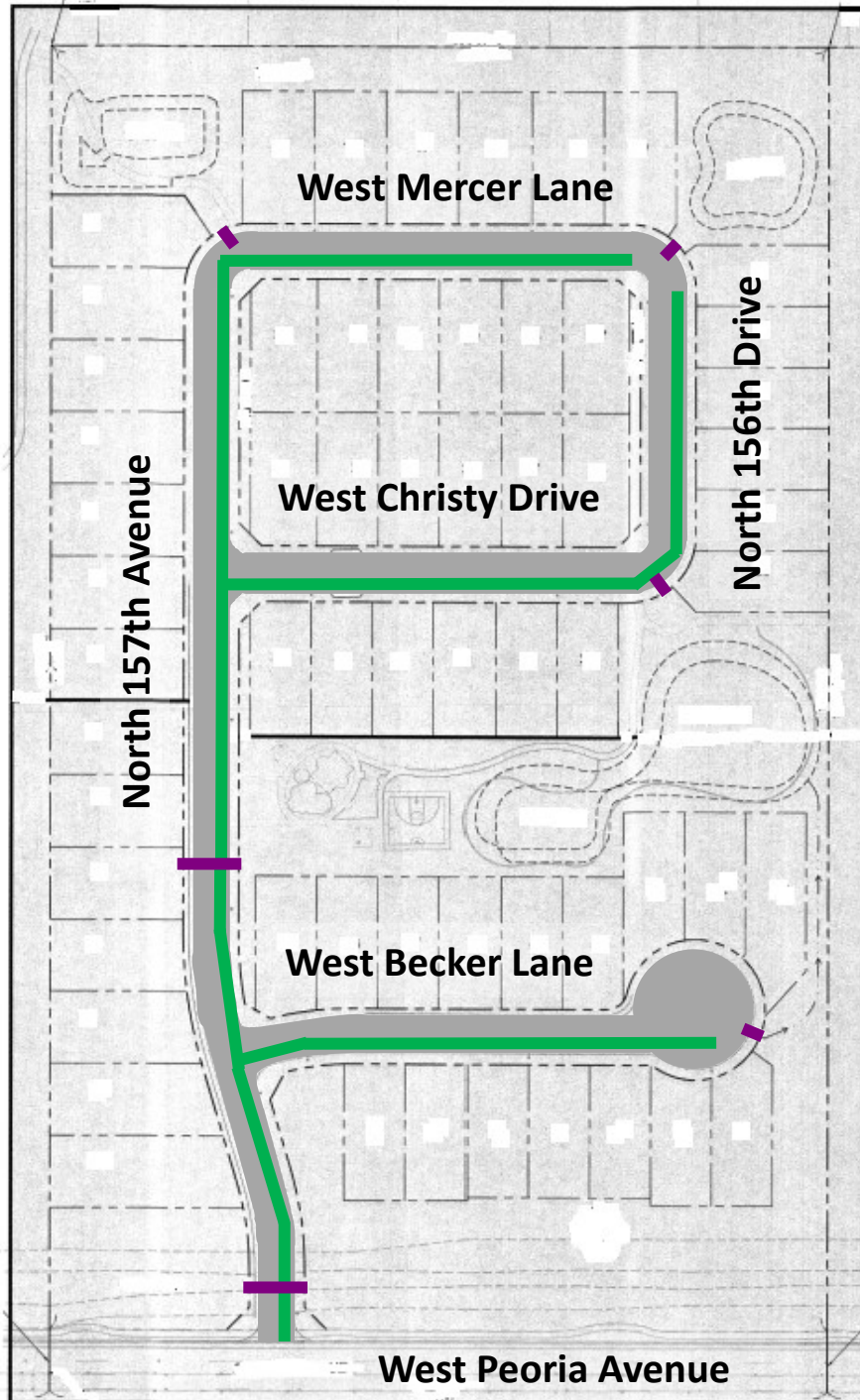
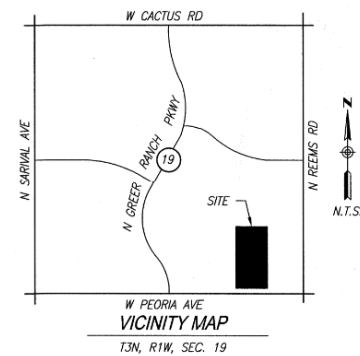


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 08/23/2023
Re: Stonefield

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

City Paving	\$364,533.55
City Concrete	\$472,303.28
City Sewer	\$229,582.72
City Drainage	\$49,595.00
Total	\$1,116,014.55

April 3, 2023

HBT Construction Inc.
706 E Bell Rd, #212
Phoenix, AZ 85022

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR STONEFIELD – FS19-759

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

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

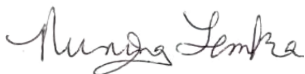
*For the Warranty Assurance, a notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant.

The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
City Engineer

cc: Robert Fields, PW Field Engineering Supervisor
Amanda Correia, Finance
Michael Boule, Water Resource Management

John McFarland, PW Streets Manager
Warren Bert, GIS



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 3/28/23 _____ Commercial _____ Commercial w/Offsite X Residential

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

11/8/22 Date of Punch-List Walk 3/20/23 Date Punch-List Completed

FS Number: FS19-665 759 Permit Number(s): E20P-0339,E20P-0334,E20P-0341

Project Name: Stonefield

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

HBT Construction Inc. / Nseymour@HBTaz.com, 706 E. Bell Rd Ste.212 Phoenix, AZ 85022

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
N. 157th Ave	Local	Peoria Ave	W. Mercer Ln	2	1/4	
W. Mercer Ln	Local	N. 157th Ave	N. 156th Dr	2	1/4	
N. 156th Dr	Local	W. Mercer Ln	W. Christy Dr	2	1/4	
W. Christy Dr	Local	N. 156th Dr	N. 157 th Ave	2	1/4	
W. Becker Ln	Local	N. 157th Ave	Cul-de-sac	2	1/4	

MATERIALS:

Asphalt:	Solterra	Supplier	1	Total Lane Miles	7796	Total Square Yards
Water:	8" PVC	Size/Type	2197	Total LF	8" DIP	Size/Type 533 Total LF
	6" PVC	Size/Type	114	Total LF		Size/Type _____ Total LF
Sewer:	8" SDR 35 PVC	Size/Type	2230	Total LF		Size/Type _____ Total LF
		Size/Type		Total LF		Size/Type _____ Total LF
Storm:	18" RGRCP	Size/Type	40	Total LF	18" HDPE	Size/Type 233 Total LF
	24" RGRCP	Size/Type	40	Total LF		Size/Type _____ Total LF
Fire Ln:		Size/Type		Total LF		Size/Type _____ Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: [Signature]

Date: 3/28/23

Civil Engineering Supervisor: [Signature]

Date: 3/30/23

[illegible]



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 2023
Submitting Department: Public Works
Staff Recommendations:

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rio Rancho Estates, Parcel 2B generally located at the northwest corner of West Happy Valley Road and North 183rd Avenue; Resolution #2023-129.

Motion:

I move to approve Resolution No. 2023-129.

Background:

The Public Works Department conducted the final inspection of the public improvements to Rio Rancho Boulevard, Parcel 2B, on or about October 5, 2022, totaling 14,829 SY (approximately 4,767 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drains and wastewater lines. Domestic water lines are located within the Beardsley water jurisdiction.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

Acceptance of street, sewer and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,467,128.89.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01_Res 2023-129 Accept Infra RioRanchoParcel2B
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
 4. 04_Linear Foot Verification RioRanchoParcel
-

RESOLUTION # 2023-129

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RIO RANCHO ESTATES, PARCEL 2B, GENERALLY LOCATED AT NORTHWEST CORNER OF WEST HAPPY VALLEY ROAD AND NORTH 183RD AVENUE ROADS.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Rio Rancho Estates, Parcel 2B" on, September 1, 2020;

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

WHEREAS, Forestar (USA) Real Estate Group Inc. the developer of Rio Rancho Estates, Parcel 2B, dedicated to the City the Public Improvements, generally located at northwest corner of West Happy Valley Road and North 183rd Avenue;

WHEREAS, on or about October 5, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

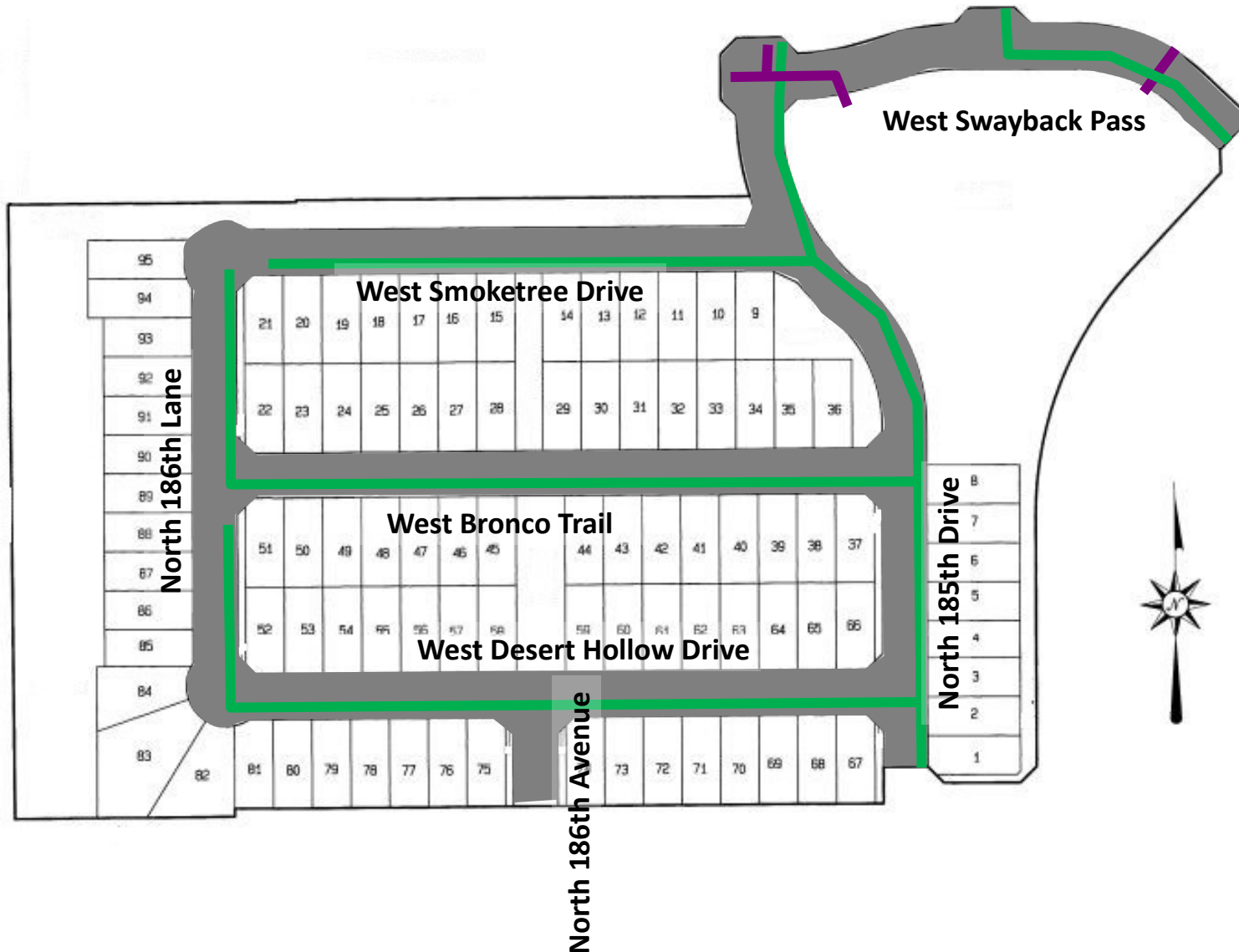
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

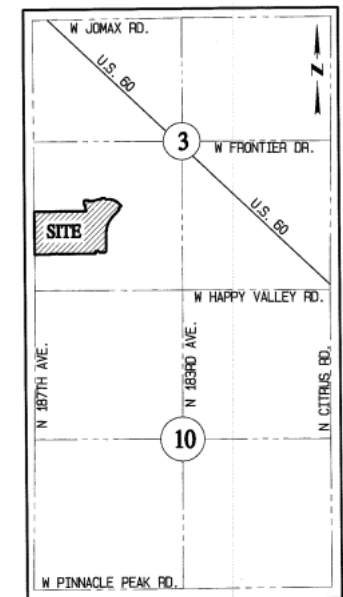
EXHIBIT A

Rio Rancho Estates Parcel 2B



INFRASTRUCTURE TO BE ACCEPTED:

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



VICINITY MAP
N.T.S.

EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 08/15/2023
Re: Rio Rancho Estates Parcel 2B

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

City Paving	\$452,367.72
City Concrete	\$387,792.38
City Sewer	\$472,463.70
City Drainage	\$154,505.09
Total	\$1,467,128.89

October 12, 2022

Forestar (USA) Real Estate Group, Inc
1661 E Camelback Rd, Suite 330
Phoenix, AZ 85016

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RIO RANCHO ESTATES
PARCEL 2B FINAL PLAT – FS18-619**

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

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

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

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

If you have any questions or concerns, you can reach me at 623-222-3437 or at mark.dorsey@surpriseaz.gov.

Sincerely,



Mark R. Dorsey, P.E.
City Engineer

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

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



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 9-29-2022 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

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

5-19-2022 Date of Punch-List Walk 07-08-2022 Date Punch-List Completed

FS Number: FS18-619 Permit Number(s): E20P-0612,E20P-0611,E19P-0807,E19

Project Name: Rio Ranch Estates Parcel 2B

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

Jake Carver/JacobCarver@forestar.com/1661 E Camelback Rd, Ste 330, Phx, AZ., 85016

Sheet 1 of 2

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
N 185 Dr	Local	5+61	W. Swayback Pass	2	.25	
W. Smoketree Dr	Local	N. 186 Ln	N 185th Dr	2	.25	
N 186 Ln	Local	W Desert Hollow Dr	W Smoketree Dr	2	.25	
W Bronco Trl	Local	N 186 Ln	N 185 Dr	2	.25	
W Desert Hollow Dr	Local	N 186 Ln	N 185 Dr	2	.25	

MATERIALS:

Asphalt: Vulcan Supplier 1.75 Total Lane Miles 14,608 Total Square Yards

Water: 8" C900 Size/Type 4817 Total LF 42" CL III RGRCP Size/Type 151 Total LF

6" C900 Size/Type 136 Total LF 48" CL III RGRCP Size/Type 284 Total LF

Sewer: 8" SDR 35 Size/Type 4216 Total LF 42" CL III RGRCP Size/Type 151 Total LF

30" CL III RGRCP Size/Type 93 Total LF 48" CL III RGRCP Size/Type 284 Total LF

36" CL III RGRCP Size/Type 113 Total LF 48" CL III RGRCP Size/Type 284 Total LF

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List ☒ AOC

☐ Final Certification Letter from Engineer of Record ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Complete Geotechnical Testing Packet ☒ Streetlight Energize Letter

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

☒ Sewer Manhole Vacuum Testing Certification ☐ Updated asbuilt CAD base files (copy on CD)

☒ Sewer Manhole Insecticide Certification

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

☐ Other _____ (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 9-29-22

Civil Engineering Supervisor: [Signature]

Date: 10/5/22

[illegible]



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 2023
Submitting Department: Public Works
Staff Recommendations:

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Phase 2 Box Culvert McMicken Way generally located at McMicken Way between North 146th Avenue and North 145th Avenue; Resolution #2023-142.

Motion:

I move to approve Resolution No. 2023-142.

Background:

The Public Works Department conducted the final inspection of the public improvements to Rancho Mercado Phase 2 Box Culvert McMicken Way on or about January 17, 2023, totaling approximately 100 LF, and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes a storm drain box culvert. Domestic water lines are located within the City of Surprise water jurisdiction.

Objective Analysis:

The improvements to this property provide storm drains to convey wastewater to retention basins. This action will accept the required infrastructure.

Policy Compliant:

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

Financial Impact:

Acceptance of the storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$443,000.00.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01_Res 2023-142 Accept Infra RMPH2BxCu.cao
 2. 02_Notice of Completion Rancho MercadoPh2BoxCul
 3. 03_Inspector Project Sign Off RanchoMercadoPh2BoxCul
 4. 04_Linear Foot Verification RanchoMercadoPh2BoxCul
-

RESOLUTION # 2023-142

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RANCHO MERCADO PHASE 2 BOX CULVERT McMICKEN WAY GENERALLY LOCATED AT McMICKEN WAY BETWEEN NORTH 146TH AVENUE AND NORTH 145TH AVENUE ROADS.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Final Plat for McMicken Way" on, September 5, 2019;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, the developer installed certain public improvements, including drainage infrastructure "Public Improvements";

WHEREAS, Taylor Morrison/Arizona, Inc. the developer of Rancho Mercado Phase 2 Box Culvert McMicken Way, dedicated to the City the Public Improvements, generally located at McMicken Way between North 146th Avenue and North 145th Avenue;

WHEREAS, on or about January 17, 2023, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the Public Improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

Rancho Mercado Phase 2 Box Culvert McMicken Way

INFRASTRUCTURE TO

BE ACCEPTED:

■ DRAINAGE

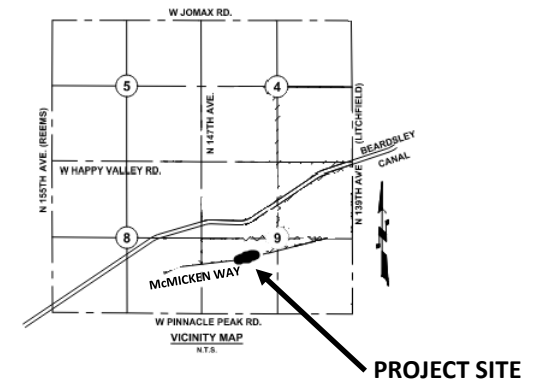
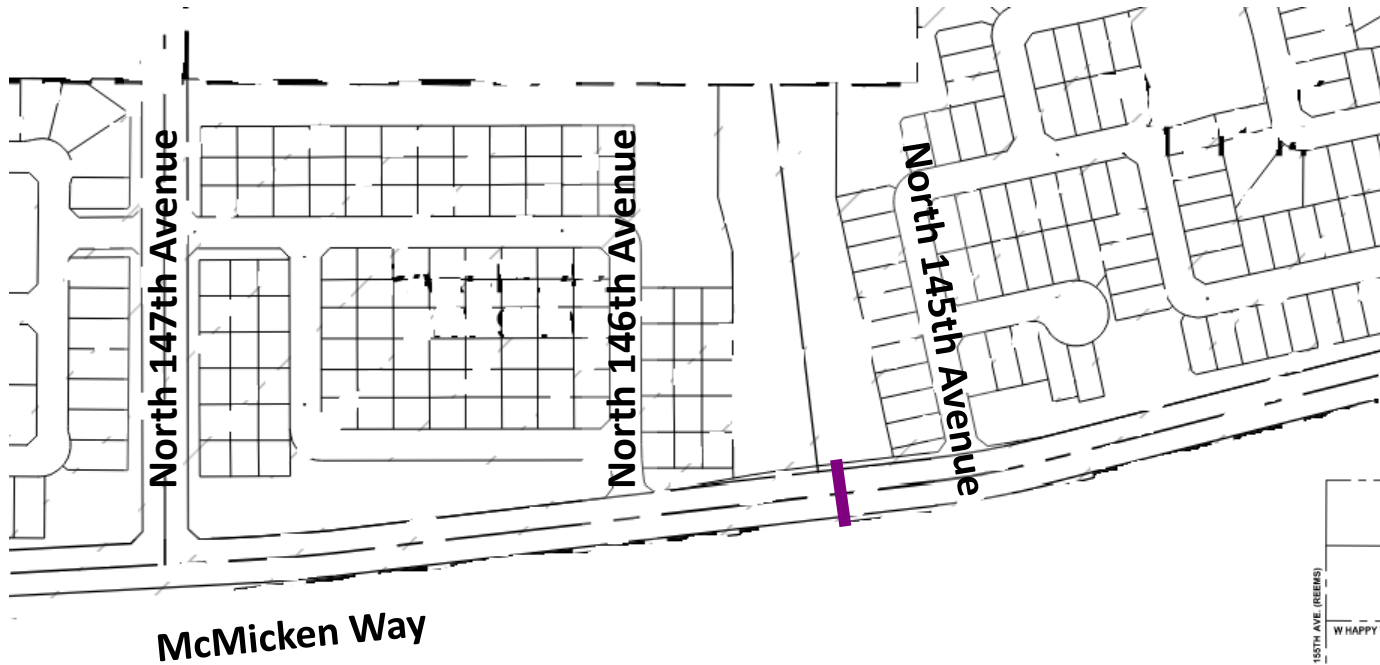


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 08/31/2023
Re: Rancho Mercado Phase 2 Box Culvert (McMicken Way)

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

City Drainage	\$443,000.00
Total	\$443,000.00

February 16, 2023

Taylor Morrison
4900 N. Scottsdale Rd., #2200
Scottsdale, AZ 85251

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR CIVIL ONLY RANCHO
MERCADO PHASE 2 – FS18-282**

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

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

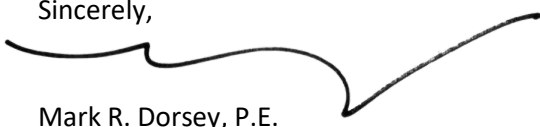
*For the Warranty Assurance, a notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant.

The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

If you have any questions or concerns, you can reach me at 623-222-3437 or at mark.dorsey@surpriseaz.gov.

Sincerely,



Mark R. Dorsey, P.E.
City Engineer

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

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



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 12/29/2022 Commercial Commercial w/Offsite XX Residential

COMP[LETION ACCEPTANCE (End of Construction) XX FINAL ACCEPTANCE (End of Warranty)

12/19/2022 Date of Punch-list Walk

12/19/2022 Date Punch-list Completed

FS Number: FS18-282 Permit Number(s): E20P-0512

Project Name: Rancho Mercado Phase 2 -- McMicken Way Box Culvert

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

Mark Ryan (mryan@taylormorrison.com)

4900 N SCOTTSDALE RD, SUITE 2200, SCOTTSDALE AZ 85251

MAG TIP Reporting:

Street Name	Classification	Beging Limits	End Limits	# Lanes	Length to nearest 1/4 mile	Features

MATERIALS:

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: Jose Belman

Date: 12/29/2022

Civil Engineering Supervisor: Del M...

Date: 1/17/23

PER ADOT STD DTL ON SHEET 40. RET WALL PER STRUCTURAL DTL ON

SHEET 44 AND ELEVATIONS ON SHEETS 47 AND 48

61 5-10'x4' BOX CULVERT PER ADOT DRAWING NO. SD 6.04, SKEW=0°

PER ADOT STD DTL ON SHEET 41. RET WALLS PER STRUCTURAL DETAILS ON
SHEET 48 AND ELEVATION DETAILS ON SHEET 43.

62 BOX CULVERT RETAINING WALLS PER STRUCTURAL DETAILS ON SHEETS 49-54

68 CONSTRUCT ENERGY DISSIPATOR PER STRUCTURAL DETAILS ON SHEETS 45-48

69 BOX CULVERT OUTLET WINGS PER ADOT DRAWING NO. SD 6.03

PER ADOT STD DTL ON SHEET 41

70 INSTALL ANGULAR RIP RAP D50=12", 24" THICK. SEE DTL A ON SHEET 43.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 3, 2023
Submitting Department: Public Works
Staff Recommendations:

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Phase 2 147th Avenue South, generally located at 147th Avenue from Happy Valley Road to McMicken Way; Resolution #2023-140.

Motion:

I move to approve Resolution No. 2023-140.

Background:

The Public Works Department conducted the final inspection of the public improvements to Rancho Mercado Phase 2 147th Avenue South on or about December 15, 2022, totaling 10,304 SY (approximately 3,400 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drains, water lines and wastewater lines. Domestic water lines are located within the City of Surprise water jurisdiction.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,964,195.85.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01_Res 2023-140 Infrastructure Acceptance-2023 RanMerPh2-147ave
 2. 02_NOTICE OF COMPLETION RanchoMercadoPh2-147ave
 3. 03_Inspector Project Sign Off RanchoMercadoPh2-147ave
 4. 04_Linear Foot Verification RanMerPh2-147ave
-

RESOLUTION # 2023-140

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RANCHO MERCADO PHASE 2 147TH AVENUE SOUTH, GENERALLY LOCATED AT 147TH AVENUE BETWEEN HAPPY VALLEY ROAD AND McMICKEN WAY ROAD.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final Map of Dedication entitled “147th Ave South” on February 13, 2020; accepted a Dedication of Public Right-of-Way on or about September 14, 2019, recorded at Maricopa County Recorder (“M.C.R.”) Number 2019-0926838; accepted a Dedication of Public Right-of-Way on or about August 19, 2020, recorded at M.C.R. Number 2020-0845857; accepted a Dedication of a Public Utility Easement on or about June 4, 2020, recorded at M.C.R. Number 2020-0545858; accepted a Bridge Construction and Access Easement on or about December 29, 2017, recorded at M.C.R. Number 2018-0001629; accepted a Dedication of Public Right-of-Way on or about September 14, 2019, recorded at M.C.R. Number 2019-0926841; accepted a Dedication of Public Right-of-Way on or about October 21, 2020, recorded at M.C.R. Number 2020-1040054; and accepted Dedication of Public Right-of-Way on or about October 31, 2019, recorded at M.C.R. Number 2019-1025264;

WHEREAS, as a condition of the 147th Ave South Map of Dedication and the multiple Dedications of Public Rights of Way, Public Utility Easement(s), and the Bridge and Construction Access Agreement, and in compliance with the City Code, the developer installed certain Public Improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the developer also installed water lines, sewer lines, and drainage infrastructure. The roadway improvements, sewer lines, water lines and drainage infrastructure are all collectively referred to as “Public Improvements”;

WHEREAS, Taylor Morrison/Arizona, Inc. the developer of Rancho Mercado Phase 2 147th Avenue South, dedicated to the City the Public Improvements, generally located at 147th Avenue between Happy Valley Road;

WHEREAS, on or about December 15, 2022, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the Public Improvements to be in substantial compliance with the approved plans and specifications;

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

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

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

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

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

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

Map of Infrastructure

EXHIBIT A

Rancho Mercado Phase 2 147th Avenue South

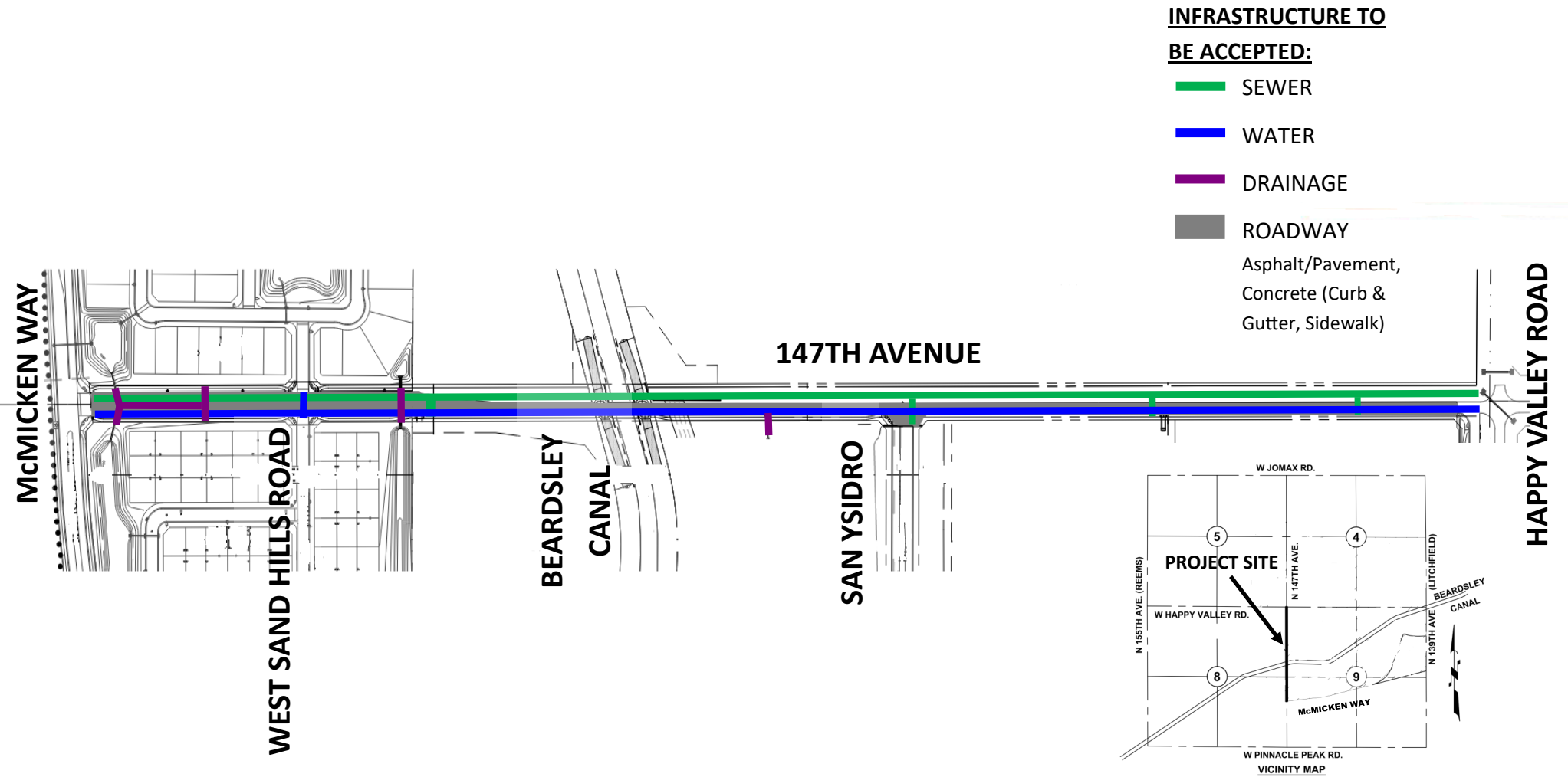


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 08/29/23
Re: Rancho Mercado Phase 2 147th Avenue South

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

City Paving	\$362,356.00
City Concrete	\$249,566.75
City Sewer	\$627,290.05
City Water	\$657,128.55
City Drainage	\$ 67,854.50
Total	\$1,964,195.85

February 1, 2023

Taylor Morrison
4900 E Scottsdale Rd #2200
Scottsdale, AZ 85251

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO
PHASE 2 147TH AVE SOUTH – FS19-238**

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

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

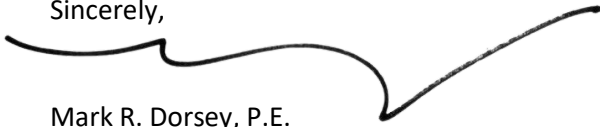
*For the Warranty Assurance, a notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant.

The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled, and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

If you have any questions or concerns, you can reach me at 623-222-3437 or at mark.dorsey@surpriseaz.gov.

Sincerely,



Mark R. Dorsey, P.E.
City Engineer

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

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



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 12/12/2022 Commercial Commercial w/Offsite XX Residential
XX COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)
9/21/2022 Date of Punch-list Walk 11/17/2022 Date Punch-list Completed

FS Number: FS19-238 Permit Number(s): E19P-0680; 0681; 0683; 0684; 0686; 0687
Project Name: Rancho Mercado Phase 2 147th Ave South
Project Developer/Builder: (Name/Email, Address)
Mark Ryan (mryan@taylormorrison.com)
4900 E SCOTTSDALE RD 2200, SCOTTSDALE AZ 85251

MAG TIP Reporting:

Street Name	Classification	Beginning Limits	End Limits	# Lanes	Length to nearest 1/4 mile	Features
N 147th Avenue	Collector	McMicken Way	Happy Valley Rd	2	1	Median

MATERIALS:

Asphalt:	Southwest Asphalt		Supplier	2	Total Lane Miles	11,647	Total Square Yards	
Water:	8" C-900	Size/Type	154	Total LF	16" C-900	Size/Type	3341	Total LF
		Size/Type		Total LF		Size/Type		Total LF
Sewer:	8" SDR-35	Size/Type	76	Total LF	21" PVC	Size/Type	3331	Total LF
		Size/Type		Total LF		Size/Type		Total LF
Storm:	18" RGRCP III	Size/Type	150	Total LF	18" RGRCP V	Size/Type	325	Total LF
		Size/Type		Total LF		Size/Type		Total LF
Fire Ln:	N/A	Size/Type		Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector:
Civil Engineering Supervisor:

Date: 12/12/2022
Date: 12/15/2022

[illegible]



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 3, 2023
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: District 2

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

Agenda Wording:

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 25601, requested by Steve David Dunsire, for Oregano's Pizza Bistro, for Series 12 Liquor License. Oregano's Pizza Bistro is located at 16914 W Bell Rd, Surprise, AZ 85374.

Motion:

I move to recommend approval of application No. 256109 requested by Steven David Dunsire for a Series 12 (Restaurant) for Oregano's Pizza Bistro located at 16914 W Bell Rd, Surprise AZ 85374.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Fire - 16914 W Bell Rd Oregano's Liquor License
 2. OREGANOS PIZZA BISTRO MAP 2023
 3. OREGANOS PIZZA BISTRO REPORT 2023
 4. PD - Oregano's Pizza Bistro
 5. Finance - Oregano's Pizza Bistro
-



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



September 7, 2023

To: Kristi Passarelli, City Clerk
From: Keith Tanner, Fire Marshal
Subject: Liquor License Application
Applicant: Oregano's Pizza Bistro
16914 W Bell Rd
Surprise, AZ

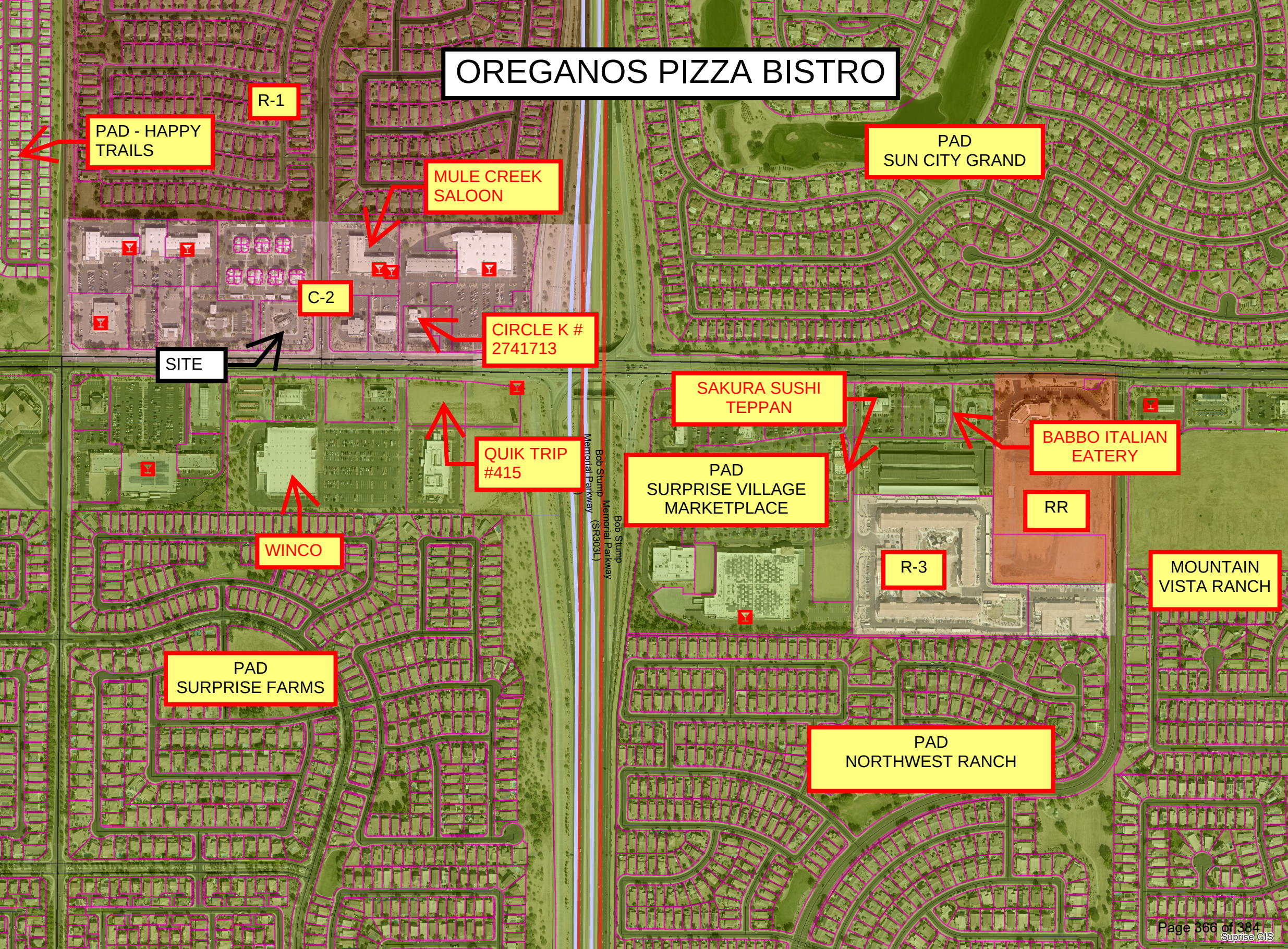
The Surprise Fire-Medical Department recently conducted a fire inspection at the above referenced location within the last 12 months to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations at this time.

Therefore fire has no comment on the application at this time.

If you have any questions feel free to contact me.

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

OREGANOS PIZZA BISTRO



R-1

PAD - HAPPY TRAILS

MULE CREEK SALOON

PAD
SUN CITY GRAND

C-2

CIRCLE K #
2741713

SITE

QUIK TRIP
#415

SAKURA SUSHI
TEPPAN

BABBO ITALIAN
EATERY

RR

PAD
SURPRISE VILLAGE
MARKETPLACE

R-3

MOUNTAIN
VISTA RANCH

WINCO

PAD
SURPRISE FARMS

PAD
NORTHWEST RANCH



COMMUNITY DEVELOPMENT DEPARTMENT

Date: September 13, 2023
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

AGENT, Steven David Dunsire
Oreganos pizza bistro
16914 W. Bell Road
Surprise, Arizona 85374
New Series 12 (NEW APPLICATION – RESTAURANT) – Application # 256109

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

1. Mule Creek Saloon (Series 6) – 16846 W. Bell Rd. #100
2. Eddie's European Bistro (Series 12) – 16846 W. Bell Rd. (EXPIRED)
3. Coyote Alley (Series 6) – 16846 W. Bell Rd #100 (EXPIRED)
4. Albertson's #1026 (Series 9) – 16750 W. Bell Rd. (EXPIRED)
5. Circle K #2741713 (Series 10) – 16794 W. Bell Rd..
6. Circle K #3395 (Series 10) – 16247 W. Bell Rd.
7. Babbo Italian Eatery (Series 12) – 16433 W. Bell Rd.
8. Sakura Sushi Teppan Steak Seafood (Series 12) – 16525 W. Bell Rd.
9. Sam's Club #4955 (Series 9) – 16573 W. Bell Rd.
10. Peter Piper Pizza (Series 12) – 16641 W. Bell Rd. (EXPIRED)
11. QuikTrip #415 (Series 10) – 16821 W. Bell Rd.
12. Winco Foods #127 (Series 9) – 16925 W. Bell Rd.
13. Safeway Food & Drug #1997 (Series 9) – 17049 W. Bell Rd.
14. Walgreens #6806 (Series 10) – 17088 W. Bell Rd.
15. The Toast (Series 12) – 17058 W. Bell Rd. #104
16. Good Fortune (Series 12) – 17014 W. Bell Rd. #106 & 107

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

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

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

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

REFERENCE:

DATE: September 26, 2023

Application Number – 256109
Series #12 – New Application

APPLICANT:

Oregano's Pizza Bistro
16914 W Bell Rd
Surprise, Arizona 85374

FINDINGS:

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

Oregano's is a well-established full-service Italian restaurant. Their market is open to all ages in Surprise and the Northwest Valley, with a capacity of 154 persons.

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

This new license should have no effect on vehicular traffic. There is already adequate ingress/egress in the area.

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

There was a person removed from restaurant and trespassed in June 2023; a person charged with assaulting another at the bar in November 2022; an unwanted guest call in August 2021; a vehicle burglary from the parking lot in May 2019 and a man was arrested for a weapons violation in April 2019.

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

Oregano's is open every day from 11 AM to 9 PM except Fridays and Saturdays when it closes at 10 PM. It shares a parking lot with an office complex containing many office suites. Most of these offices appear to have regular business hours and close by early evening. There is a shopping center across the street to the east, which contains Mule Creek Saloon (Series 11), which closes every day at 11 PM, except Fridays and Saturdays when it closes at 1 AM.

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

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

Submitted by Officer Chris Tovar #2059



MEMO

Date: 9/7/2023

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

From: Courtnee Chavez, Business Compliance Specialist

RE: Liquor License Application – Oregano's Pizza Bistro - 16914 W Bell Rd

Business License Status:

- ☐ Application link emailed on .
- ☒ License # 1020212 , current and valid for 12/31/23 .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.

BUSINESS LICENSE

CITY OF SURPRISE

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

Business Name: Oregano'S Pizza Bistro Inc
Business Location: 16914 W Bell Rd Surprise, Az 85374-8946

Description: Restaurant



Opb Restaurants Inc
Oregano'S Pizza Bistro
Oregano'S Pizza Bistro Inc
8390 E Via De Ventura 110Pmb4
Scottsdale, Az 85258-3189

BUSINESS LICENSE NUMBER: 1020212
Effective Date: 01/01/2023
Expiration Date: 12/31/2023

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 3, 2023

Contact Person: Holly Osborn, DIRECTOR-
PARKS & REC, Brenden Espie, ASSISTANT
FIRE CHIEF, Eric Boyles, ASSISTANT
DIRECTOR - FINANCE

Submitting Department: Parks and Recreation
Staff Recommendations: None

District: Citywide

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

Presentation and discussion pertaining to 60% design concepts on the new Fire Station 309, Aquatics Complex, Cactus Road and Park project.

Motion:

Discussion Only

Background:

This presentation will provide an update on the design of the Fire Station 309, Aquatics Complex, Cactus Road and Park project

Objective Analysis:

Policy Compliant:

Financial Impact:

There is no direct financial impact related to this item as this is a presentation and discussion item only.

Budget Impact:

There is no direct budget impact related to this item as this is a presentation and discussion item only.

FTE Impact:

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

ATTACHMENTS:

1. 60% Update Fire, Pool, Road
-



Fire Station 309, Aquatic Complex and Park

Project Overview

Details

- Perryville and Cactus - 19 acres
- Cactus and Perryville Roadway improvements and intersection
- Fire Station 309
- Aquatic Complex
- Park
- Slated to open Summer 2025

Timeline

- Groundbreaking: September 26th
- Initial Construction: October – January 2023
 - Mass grading
 - Offsite Utility Work – including sewer extension along Perryville Rd
- Design
 - Overall Design at 60%
 - Offsite Roadway Infrastructure – Design Completed December 2023
 - Pool/Park/Fire Station Building – Design Completed March 2024
- Construction Completed and Complex slated to open Summer 2025

Established Design Elements

Offsite Infrastructure – closer to 90% designed

- Roadways
 - Signal at Cactus Road and Perryville Road
 - Sewer and Water
 - Utility Relocations – MWD and APS
-
- Building Location/Complex Orientation
 - Size and locations of pool and park elements
 - Size of Fire Station 309
 - Mechanical Design of Pool House and Fire Station - HVAC systems, electrical, water pumps

Master Site Plan



Evolving Design Elements

Cosmetic Items

- Fixtures
- Specific play features/colors
- Furnishings
- Landscaping
- Shade Structures
- Ramada Styles

Cactus and Perryville Roads

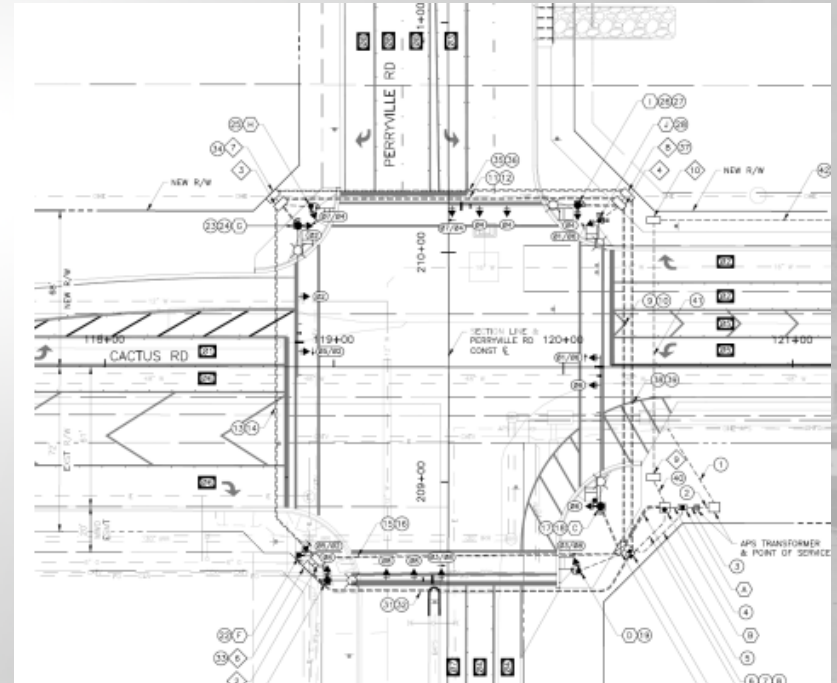
- Intersection

- Signalized (removal of 3-way stop)
- Improved traffic flow for school and special events
- Single left from WB Cactus will have a flashing yellow arrow and targeted timing to maximize traffic flows

Current



Future



Fire Station 309

- Approximately 16,000 sq ft
- Home to Engine 309
- Command Training Center incorporated
- Space for future resources
- Fuel Island for all city services



SOAK Station 309

- Fire Truck Themed Splash Pad
- Recirculating Water System
- Smart Features
- Integrated Lights
- Slides



Rescue Springs Park

- Varying terrain
- ADA accessible
- Rentable ramadas
- Physical activity
- Basketball Court
- Separate Play Areas for tots
- Swings



Aquatic Complex

50-meter pool

- (8) 50-meter lanes or (23) – 25-yard lanes
- Shaded Spectator bleachers

Warm-up Pool / Diving area

- (6) additional 25 yard lanes
- (2) 1-meter spring boards

Recreation Pool

- 6 slides of varying heights
- 5 feet to 17 feet
- Walking Channel with Current
- Bench Seating in the water
- ADA access



Next Steps

- Design to continue
- Early construction activities to commence
- City will communicate to the public via website and social media on any traffic restrictions related to the project construction
- City will provide updated renderings as they become available



Questions or Comments