



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

Monday, August 18, 2014 @ 6:00 PM

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A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

E. City Manager Report:

- #1 District Citywide [Recipients Rosalio Hernandez Garcia \(13 yrs\) and Esparansa Hernandez Garcia \(12 yrs\) are being recognized for their actions on May 24th that culminated in the apprehension and arrest of a burglary suspect.](#) No Action
Bob
Wingenroth,
City
Manager

F. City Attorney Report:

G. Regular City Council Meeting Agenda:

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.

Consent Agenda:

- *#2 District Internal [Consideration and action authorizing the City Manager to execute an intergovernmental agreement with the City of Peoria to provide the Surprise Police Department with a alternate/emergency temporary radio dispatch location and equipment; Resolution #2014-86.](#) Approve
Michael T.
Frazier,
Chief of
Police
- *#3 District 1 [Consideration and action authorizing the City Manager to accept a grant in the amount of \\$7,900 from the Edward Byrne Memorial Justice Assistance Grant \(JAG\) for Police Department training and equipment, and amending the FY2014-15 budget for unforeseen grants in the same amount; Resolution 2014-83.](#) Approve
Michael T.
Frazier,
Chief of
Police
- *#4 District 4 [Consideration and action approving a final plat entitled Quick N Clean Car Wash, dated April 2, 2014, a property generally located at the northwest corner of Bell Road and 115th Avenue; Resolution #2014-87.](#) Approve
Chris Boyd,
Community
Development
- *#5 District 1 [Consideration and action authorizing the Mayor to enter into an](#) Approve

- | | | |
|---|---|--|
| | <u>Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for the improvements necessary to construct Jomax Road from 147th Avenue to East City limits (133rd Avenue); Resolution 2014-60.</u> | Mike Gent,
Public
Works
Department |
| *#6 District 2 | <u>Consideration and action authorizing the Mayor to enter into an Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for the enhancements associated with State Route 303L (SR303L) from Mountain View Boulevard to Grand Avenue (US60); Resolution No. 2014-68.</u> | Approve
Mike Gent,
Public
Works
Department |
| *#7 District Citywide | <u>Consideration and action on the meeting minutes of August 5, 2014 Regular Work Session and Regular Council Meeting.</u> | Approve
Sherry Ann
Aguilar,
City Clerk |
| Regular Agenda Item - Non-Public Hearing: | | |
| #8 District Citywide | <u>Presentation and discussion regarding the FY2014 Budget Status Report through May 2014.</u> | No Action
Lindsey
Duncan,
Acting
Finance
Director |
| #9 District 5 | <u>Discussion and action commissioning a small monument in memoriam of Medal of Honor Recipient, Staff Sergeant Nick Bacon, a former Surprise Town Manager, at a cost not to exceed \$7,000; Resolution No. 2014-88.</u> | Approve
VM Skip
Hall & CM
Jim Biundo |

Regular Agenda Item - Public Hearing:

- | | | |
|----------------|--|--|
| #10 District 3 | <u>Consideration and action on the Sierra Montana Phase 1 North Lot G preliminary plat, dated February 21, 2014, a property generally located on the Northwest Corner of Cotton Lane and Acoma Drive, with conditions and stipulations; Resolution# 2014-57.</u> | Approve
Chris Boyd,
Community
Development |
| #11 District 5 | <u>Consideration and action approving the Mariposa Acres plat, dated January 16, 2014, a property located at 15851 West Tierra Buena Lane, Resolution #2014-45.</u> | Approve
Chris Boyd,
Community
Development |
| #12 District 5 | <u>Consideration and action rezoning a property known as Mariposa Acres, located at 15851 West Tierra Buena Lane from Rural Residential (RR) to a medium density zoning district; Ordinance #2014-06.</u> | Approve
Chris Boyd,
Community
Development |

H. Call To The Public:

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins.

[Download the Call to the Public form](#) (PDF download requires [Adobe Acrobat Reader](#))

[Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

The Call to the Public form is also available at the front counter.

Note: A.R.S. 38-431.01(H) - During this time members of the public may address City Council on any item not 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.

I. Other Business and Future Agenda Items:

J. Mayor/Council Reports:

K. Executive Session:

#13 District Internal	<u>Discussion/consultation with the City Attorney to receive legal advice; and to consider its position, and to provide instruction/direction regarding contract terms regarding the employment contracts between the City and its appointed officials pursuant to A.R.S. §38-431.03(A)(1), (3) &(4).</u>	None Misty Leslie, City Attorney
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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.

L. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: August 14, 2014 at 9:10 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

August 18, 2014 @ 6:00:00 PM

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Council Meeting Date: August 18, 2014

Contact Person: Bob Wingenroth, City Manager

Submitting Department:

District: Citywide

Staff Recommendations: No Action

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Recipients Rosalio Hernandez Garcia (13 yrs) and Esparansa Hernandez Garcia (12 yrs) are being recognized for their actions on May 24th that culminated in the apprehension and arrest of a burglary suspect.

Motion:

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint x

Video

White Board

Other x

Presentation Speaker Names (spelling and titles for TV captions):



CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	August 18, 2014	Contact Person:	Michael T. Frazier, Chief of Police
Submitting Department:	Police	District:	Internal
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the City Manager to execute an intergovernmental agreement with the City of Peoria to provide the Surprise Police Department with a alternate/emergency temporary radio dispatch location and equipment; Resolution #2014-86.

Motion:

I move to approve Resolution #2014-86.

Background:

In order to prepare to continue police operations in the event that the communications center is unavailable, the Police Department undertook a search of possible partners. Obviously a good partner for this relationship needed to be geographically close as well as have space available to house Surprise operations. Hence, the City approached the City of Peoria about the possibility of using their communications center. Peoria graciously agreed to provide such assistance, essentially without any cost to the City of Surprise, and the parties have negotiated what that assistance will look like. Those negotiations are reflected in the attached Intergovernmental Agreement (IGA) which is the subject of this Council item.

Financial Impact Statement:

There are no direct costs to the city of Surprise for using the city of Peoria police communications center and the city of Peoria is to be thanked for its generosity. A standard part of IGAs similar to this one is the IGA provides for each party to pay for any claims that arise because of the conduct of its own employees. To handle such a possibility, Surprise has insurance and agreements already in place to provide this protection.

ATTACHMENTS:

Click to download

- ☐ [Police Communications Relocation IGA with Peoria](#)
- ☐ [Resolution 2014-86 SPD and Peoria PD Relocation Agreement](#)

☐ [RFLS 4212 SPD and Peoria PD Relocation Agreement](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

Michael T. Frazier, Chief of Police

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PEORIA AND THE CITY OF SURPRISE TO
PROVIDE SURPRISE WITH A TEMPORARY RADIO DISPATCH
LOCATION AND ASSOCIATED EQUIPMENT**

This Intergovernmental Agreement ("Agreement") is entered into as of the day and date set forth on the respective signature pages between and among the City of Peoria ("Peoria") and the City of Surprise ("Surprise"), collectively "the Parties."

IN CONSIDERATION of the covenants, promises, terms and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. *Purpose and Intent of Agreement*

- 1.1 The purpose of this Agreement is to for Peoria to provide to Surprise a temporary radio dispatch location and equipment in the event that the Surprise radio dispatch center cannot be used or is not available.
- 1.2 This agreement shall be effective and binding for a term of ten (10) years unless sooner terminated as set forth herein.

2. *Responsibilities of the Parties*

- 2.1 Peoria shall temporarily make available space within its dispatch center for Surprise according to the terms and conditions described in Sections 2.4 through 2.8.
- 2.2 For the services described in this Subsection 2, Peoria shall not charge Surprise.
- 2.3 Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and/or governing bodies of the respective Parties.
- 2.4 Console and Call Taker positions. Peoria shall provide one console for the purpose of main radio dispatching along with a loner headset compatible with the console for the radio dispatcher. Peoria shall provide room for 2 call takers. Call takers may or may not have access to a console depending upon Peoria staffing levels. Surprise will have to operate in a manual dispatch mode (paper system) or bring Surprise computer laptops with Surprise Computer Aided Dispatch software loaded thereon to dispatch calls. Surprise will need to bring Surprise cellular phones for having calls for service relayed to them by the Maricopa County Sheriff's Office. Peoria will allow generic log ins for the Positron phone system solely for the purpose of using Mapped ALI only.

- 2.5 Relocation Approval. There is no minimum notice necessary for Surprise to relocate to the Peoria Communications Center, however such relocation must be approved in advance by the Peoria Communications supervisor or designee.
- 2.6 Time Length of Relocation. There is no maximum time limit for how long Surprise may relocate at the Peoria Communications Center. However, both parties acknowledge the intent is that this relocation be of a temporary duration ending as soon as Surprise can once again begin using its Communications Center.
- 2.7 Surprise access to Communications Center.
- A. Surprise employees will access the Communication Center through the Police Department lobby, Monday through Thursday, 0800 to 1800 hours. They will check in with the front desk and wait for an escort into the Communications Center from Peoria staff.
 - B. During hours when the Police Department lobby is not open, Surprise employees will access the Communications Center using the red phone in the police department lobby to contact the Communications Center to let them know of their arrival. They will then wait for an escort into the Communications Center from Peoria staff.
 - C. Upon requesting permission to relocate or as soon as possible thereafter, the Surprise Communications Manager or her or his designee shall provide to the Peoria Communications Manager or her or his designee a roster of names and ID numbers of Surprise employees who will be relocated to the Peoria Communications Center.
 - D. When working at the Peoria Communications Center pursuant to this Agreement, Surprise employees will carry their department issued identification cards at all times and will display that identification card upon request by any Peoria employee.
- 2.8 Surprise employee conduct. Surprise employees will follow the Peoria employee code of conduct, attached to this Agreement as Exhibit A and hereby incorporated by reference. Surprise will be solely responsible for the supervision of Surprise employees and for their conduct.

3. *Hold Harmless and Indemnification*

- 3.1 Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that Party to the extent arising from any negligent, reckless or intentional act or omission by any of that Party's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 3.2 Each Party shall be solely responsible for the costs of repair of damage to

equipment caused by that Party.

- 3.3 Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend each other Party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost or judgment made against the Indemnified Parties to the extent arising from any negligent, reckless or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 3.4 In the event of any lawsuit that names more than one Party as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.
- 3.5 The Parties further agree that they are not joint employers for the purpose of workers compensation coverage and that any Party assigned to carrying out the obligations of the Agreement shall remain an employee of such Party.

4. Insurance

- 4.1 The Parties mutually agree to provide for their respective financial responsibilities as respects liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program.

5. Agreement Modification and Integration

- 5.1 To be effective, any modification of this Agreement must be in writing and signed by the Parties.
- 5.2 This Agreement, including the attachments and any amendments and such other documents as are specifically incorporated by reference, represents the entire understanding of the Parties with respect to the matters contained herein. Oral or written commitments not contained herein shall have no force or effect and shall not alter any term or condition of this Agreement.

6. Termination of Agreement and Assignment

- 6.1 Termination

Any Party wishing to terminate participation prior to the end of the 10-year term must provide, not less than ninety (90) days prior, written notice of

intent to terminate to the other party.

6.2 Assignment

No party may assign its rights and obligations under this Agreement.

7. ***Disputes***

All Parties to this Agreement shall make every effort to resolve disputes with the Parties involved. If settlement is not obtained, these parties shall consider mediation or arbitration.

8. ***No Third Party Rights Created***

Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.

9. ***General Terms***

- 9.1 No member, official or employee of the any of the Parties may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.
- 9.2 Each Party warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.
- 9.3 No member, official or employee of any Party will be personally liable to the other Parties, or any successor in interest, in the event of any default or breach by that Party or for any amount which may become due to another Party, or on any obligation under the terms of this Agreement.
- 9.4 Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 9.5 If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

- 9.6 The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- 9.7 Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A, which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement and a party may be subject to penalties up to and including termination of the Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO DO AFFIX THEIR SIGNATURES:

**{SIGNATURES OF THE RESPECTIVE PARTNERING AGENCIES ARE SET FORTH
ON FIVE SEPARATE PAGES FOLLOWING THIS PAGE}**

CITY OF PEORIA

BY: _____

ITS: _____

DATE _____

ATTEST:

PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Radio Subscriber Support Services Intergovernmental Agreement between and among the City of Peoria, the City of Surprise, and the City of El Mirage is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: _____

DATE _____

ATTEST:

SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Radio Subscriber Support Services Intergovernmental Agreement between and among the City of Peoria, the City of Surprise, and the City of El Mirage is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

SURPRISE CITY ATTORNEY

RESOLUTION # 2014-86

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA, ARIZONA PROVIDING FOR POLICE COMMUNICATIONS A LOCATION AND EQUIPMENT IN THE EVENT OF THE UNAVAILABILITY OF THE SURPRISE COMMUNICATIONS CENTER.

WHEREAS, the City of Surprise desires to have another location from which to provide Police Communications services in the event of the unavailability of the Surprise Communications Center; and,

WHEREAS, the City of Peoria has graciously agreed to make space and equipment available at its Communications Center and the two cities have reduced their agreement into an Intergovernmental Agreement.

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

Section 1. The City Manager is hereby authorized to negotiate and execute and submit any and all documents or other instruments necessary for the City of Surprise to enter into an Intergovernmental Agreement with the City of Peoria providing that the City of Peoria will make available a police communications location and equipment to the City of Surprise in the event of the unavailability of the Surprise Communications Center.

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RFLS NO:	4212
SUBMIT DATE:	8/4/2014

**SURPRISE CITY ATTORNEY
REQUEST FOR LEGAL SERVICES**

Please retain form with document throughout the entire process.

Requestor: Domela Finnessey

**Department &
Extension:** City Attorney, Ext. 24243

Contract Title:

**Date of Contract,
Event/Performance:** 8/18/2014

**Description of Legal
Services Requested:** Please review for potential submission to the City Council and the City of Peoria the attached Relocation IGA with the City of Peoria. Once acceptable, please draft a resolution to be submitted with the IGA to City Council for possible adoption.

**Vendor Name, Address
& Phone:**

To Council? Yes, with
Resolution

**If Yes, Council Meeting
Date:** 08/19/2014

*****City Attorney's Office Use*****

RFLS Status: Approved

Attorney Comment:

HAROLD.BRADY

City Attorney's Office

8/5/2014

Date

8/5/2014 3:36:54 PM



CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 18, 2014	Contact Person:	Michael T. Frazier, Chief of Police
Submitting Department:	Police	District:	1
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the City Manager to accept a grant in the amount of \$7,900 from the Edward Byrne Memorial Justice Assistance Grant (JAG) for Police Department training and equipment, and amending the FY2014-15 budget for unforeseen grants in the same amount; Resolution 2014-83.

Motion:

I move to approve Resolution 2014-83.

Background:

Funding for this grant is through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The grant will provide funds for: 1) a crime analyst to attend a national crime analyst conference in the State of Washington; 2) two investigators to attend training in Colorado for investigating officer-involved shootings; and 3) purchase rechargeable crime scene lighting to replace existing, outdated lighting.

Financial Impact Statement:

The grant is a pass through grant administered by Maricopa County. Maricopa County will reimburse the City up to \$7,900 for three members to attend training and for the purchase of portable, rechargeable crime scene lighting as specified in the grant application. Approval of this item authorizes the amendment of \$7,900 within the Grants and Contingency Fund, to the center assigned to record all applicable grant activity.

ATTACHMENTS:

Click to download

- ☐ [2014 Edward Byrne JAG IGA](#)
- ☐ [Resolution #2014-83](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

Michael T. Frazier, Chief of Police

CONTRACT NO. _____

**THE STATE OF ARIZONA
COUNTY OF MARICOPA**

KNOW ALL BY THESE PRESENT

**MEMORANDUM OF UNDERSTANDING
AMONG**

**CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE,
CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF
SCOTTSDALE, CITY OF SURPRISE, CITY OF TEMPE, AND COUNTY OF MARICOPA,
ARIZONA**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2014 LOCAL SOLICITATION (CFDA #16.738)**

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of SURPRISE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

WHEREAS, this MOU is made under the authority of A.R.S. §§11-201, -251:

WHEREAS, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES and TOWNS; and

WHEREAS, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, the COUNTY and CITIES and TOWNS agree as follows:

Section 1

COUNTY agrees to receive \$1,395,115 from the JAG award for the Maricopa County JAG Program.
COUNTY agrees to pay City of Avondale a total of \$26,659 of JAG funds.
COUNTY agrees to pay City of Chandler a total of \$55,890 of JAG funds.
COUNTY agrees to pay Town of Gilbert a total of \$15,563 of JAG funds.
COUNTY agrees to pay City of Glendale a total of \$94,864 of JAG funds.
COUNTY agrees to pay City of Goodyear a total of \$7,714 of JAG funds.
COUNTY agrees to pay City of Mesa a total of \$140,063 of JAG funds.
COUNTY agrees to pay City of Peoria a total of \$20,976 of JAG funds.
COUNTY agrees to pay City of Phoenix a total of \$699,230 of JAG funds.
COUNTY agrees to pay City of Scottsdale a total of \$30,448 of JAG funds.

COUNTY agrees to pay City of Surprise a total of \$7,849 of JAG funds.
COUNTY agrees to pay City of Tempe a total of \$65,498 of JAG funds.

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

Section 2

COUNTY agrees to use \$230,361 for the JAG Program until September 30, 2017.

Section 3

- 1. Term.** This Agreement shall be in effect for the term of the FY2014 JAG grant, being October 1, 2013 through September 30, 2017, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant. Per Section 7 below, this MOU shall not be effective until filed with the Maricopa County Recorder's Office.
- 2. Obligations of the COUNTY.** The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
 - A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
 - B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
- 3. Obligations of the CITIES and TOWNS.** During the term of this Agreement;
 - A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
 - B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
 - C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.
- 4. DISCLAIMER.** This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.
- 5. NON-AVAILABILITY OF FUNDS.** Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

6. NOTICES. Notices provided under this Agreement shall be directed to the following persons:

The <u>COUNTY:</u> Alice Bustillo C/O County Manager's Office 301 W. Jefferson Street, 10th Floor Phoenix, AZ 85003 602-372-7059 Fax: 602-506-1642	The CITY of <u>AVONDALE</u> Name: Kimberly Martinez Address: 11465 West Civic Center Drive Address: Address: City/St/Zip: Avondale AZ 85323 Phone: 623-333-1000 Fax: 623-333-0100
The CITY of <u>CHANDLER</u> Name: Judy Mandt Address: Chandler Police Department Address: Mail Stop 303 Address: PO Box 4008 City/St/Zip: Chandler AZ 85244-4008 Phone: 480-782-4085 Fax: 480-782-4086	The TOWN of <u>GILBERT</u> Name: Joseph Go Address: 75 E. Civic Center Dr Address: Address: City/St/Zip: Gilbert AZ 85296 Phone: 480-635-7060 Fax: 480-497-4943
The CITY of <u>GLENDALE</u> Name: David Rice Address: 6835 N. 57th Drive Address: Address: City/St/Zip: Glendale AZ 85301 Phone: 623-930-3212 Fax: 623-847-1399	The CITY of <u>GOODYEAR</u> Name: Christine McMurdy Address: City Manager's Office Address: 190 North Litchfield Road Address: City/St/Zip: Goodyear AZ 85338 Phone: 623-882-7806 Fax: 623-882-7077
The CITY of <u>MESA</u> Name: Beth Thuringer Address: Mesa Police Department Address: P.O. Box 1466 Address: City/St/Zip: Mesa AZ 85211 Phone: 480-644-5365 Fax: 480-644-2857	The CITY of <u>PEORIA</u> Name: Teresa Corless Address: City of Peoria Police Department Address: 8351 W. Cinnabar Avenue Address: City/St/Zip: Peoria, AZ 85345 Phone: 623-773-7035 Fax: 623-773-7015

The CITY of <u>PHOENIX</u> Name: Gary Turner Address: Phoenix Police Department Address: 4th Floor, Suite 422 Address: 620 W. Washington St City/St/Zip: Phoenix AZ 85003 Phone: 602-534-3622 Fax: 602-534-1613	The CITY of <u>SCOTTSDALE</u> Name: Melissa Miller Address: Scottsdale PD Headquarters Address: 8401 E. Indian School Rd. Address: City/St/Zip: Scottsdale AZ 85251 Phone: 480-312-1979 Fax: 480-312-7891
The CITY of <u>TEMPE</u> Name: Miyoung Kim Address: C/O Tempe Police Department - OMBR Address: 120 E. 5th Street Address: City/St/Zip: Tempe AZ 85281 Phone: 480-350-8358 Fax:	The CITY of <u>SURPRISE</u> Name: Lt. Randy Rody Address: Surprise Police Department Address: 16000 N. Civic Center Plaza Address: City/St/Zip: Surprise AZ 85374 Phone: 480-312-1979 Fax: 480-312-7891

Section 4

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 5

CONFLICT OF INTEREST. This MOU is subject to A.R.S. §38-511.

Section 6

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

Section 7

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

Section 8

The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

Section 9

Mutual Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnatee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively

GMS APPLICATION NUMBER: 2014-H1867-AZ-DJ (Mandatory)

referred to as “Claims”) arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Deputy County Attorney, Civil Svcs Div Date	MARICOPA COUNTY By: _____ Denny Barney Its: <u>Chairman of the Board of Supervisors</u> Attest: _____ Fran McCarroll, Clerk of the Board DATE: _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Avondale City Attorney Date	CITY OF AVONDALE By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Chandler City Attorney Date	CITY OF CHANDLER By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Gilbert Town Attorney Date	TOWN OF GILBERT By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.	CITY OF GLENDALE
_____ Glendale City Attorney	By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____
_____ Date	
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.	CITY OF GOODYEAR
_____ Goodyear City Attorney	By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____
_____ Date	
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.	CITY OF MESA
_____ Mesa City Attorney	By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____
_____ Date	
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.	CITY OF PEORIA
_____ Peoria City Attorney	By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____
_____ Date	

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Phoenix City Attorney Date	CITY OF PHOENIX By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Scottsdale City Attorney Date	CITY OF SCOTTSDALE By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Surprise City Attorney Date	CITY OF SURPRISE By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Tempe City Attorney Date	CITY OF TEMPE By: _____ Type Name: _____ Its: _____ Attest: _____ DATE: _____

RESOLUTION # 2014-83

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM MEMORANDUM OF UNDERSTANDING AND AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING \$7,900 WITHIN THE GRANTS AND CONTINGENCY FUND.

WHEREAS, the County of Maricopa, State of Arizona, as a sub-Recipient and distribution entity for the Edward Byrne Memorial Justice Assistance Grant, has agreed to distribute to the City of Surprise a grant in the amount of \$7,849 in funding for the Surprise Police Department to support its Victim Assistance and Crime Scene processing functions;

WHEREAS, the City desires to accept grant funding in the amount of \$7,849 for travel, seminar registrations and equipment; and

WHEREAS, the City's activities in providing direct services to victims of crime will be greatly enhanced by this funding;

WHEREAS, the FY2015 budget was adopted by Council Resolution #2014-53 on June 3, 2014;

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

Section 1. The City is hereby authorized to enter into an Intergovernmental Agreement by which it will accept a grant in the amount of \$7,849 from Maricopa County, State of Arizona for the City of Surprise Police Department to be able to continue to support its Victim Assistance Program and crime scene processing function pursuant to a pass through grant provided by the Edward Byrne Memorial Justice Assistance Grant Program, FY2014 (Federal Fiscal Year) Local Solicitation, CFDA #16.738.

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

Section 3. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2014 through June 30, 2015.

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2014-83
Exhibit A

The FY2015 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

Grants and Contingency Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Edward Byrne Grant/Revenue	\$0	\$7,900	\$7,900
Other Grant Revenue	5,000,000	(7,900)	4,992,100
	<u>\$5,000,000</u>	<u>\$0</u>	<u>\$5,000,000</u>
Edward Byrne JAG Grant/Travel and Training	\$0	\$3,200	\$3,200
Edward Byrne JAG Grant/Equip.	\$0	\$3,800	\$3,800
Edward Byrne JAG Grant/Other	\$0	\$900	\$900
Contingency	5,031,500	(7,900)	5,023,600
	<u>\$5,031,500</u>	<u>\$0</u>	<u>\$5,031,500</u>

The fund changes are as follows:

- Grants and Contingency Fund - Revenue –The amendment reallocates budget authority for \$7,900 to the Edward Byrne JAG grant within other grant revenue.
- Grants and Contingency Fund – Expenditures – the amendment reallocates appropriation of \$7,900 from contingency for: travel and training expenditures to send two officers to Officer involved shooting training and the crime analyst to a crime analyst conference, other line item for registrations for the three personnel for those conferences, and for equipment to purchase portable, rechargeable crime scene lighting. Contingency is programmed for unplanned expenses without exceeding the approved total annual budget for FY2015.



CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 18, 2014	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	4
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action approving a final plat entitled Quick N Clean Car Wash, dated April 2, 2014, a property generally located at the northwest corner of Bell Road and 115th Avenue; Resolution #2014-87.

Motion:

I move to approve Resolution #2014-87.

Background:

The applicant is requesting an approval for a Final Plat entitled the Quick N Clean Car Wash. The proposed plat consists of a re-plat of portions of Lot 2 and Lot 3 of Pavilions at Coyote Lakes plat. The proposed final plat is for a Conditional Use Permit for a 5,275-square-foot automated car wash and 39 parking stalls with vacuums.

Financial Impact Statement:

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

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Vicinity Map](#)
 - ☐ [Presentation](#)
 - ☐ [Resolution and Plat](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

Martin Lucero, Transportation Planning Manager



COMMUNITY DEVELOPMENT DEPARTMENT

Date: August 18, 2014

To: Mayor and City Council

From: Chris Boyd, Acting Community Development Director
Lloyd Abrams, Long Range Planning Manager
Martin Lucero, Transportation Planning Manager
Martin.lucero@surpriseaz.gov 623.222.3142

Re: FS14-141, Quick N Clean Car Wash

Application Summary

The applicant is requesting an approval for a Final Plat entitled "Quick N Clean Car Wash" a subdivision portion of Lot 2 and Lot 3 of Pavilions at Coyote Lakes. The proposed final plat is for a Conditional Use Permit (CUP) for a 5,275-square-foot automated car wash and 39 parking stalls with vacuums.

Location

The project is proposing a new Quick N Clean Car Wash located on the northwest corner of 115th Avenue and Bell Road in the City of Surprise.

A secondary access will be located along the cross access easement road between the New Coyote Lakes Parkway and 115th Avenue intersections.

History

The subject parcel was originally part of the PAD Coyote Lakes and was originally zoned and designated as residential. Through PAD 97-132 a portion of the original PAD was split off for commercial development. In 2004 the applicant applied for a conditional use permit for a car wash. That application was denied.

- In 2003 a Site Plan (SP03-409) application was received which laid out the Coyote Lakes Commercial Center.
- In 2004 a Conditional Use Permit (CUP04-001) was a request for approval of a self-service car wash, known as Quick N' Clean, in the Coyote Lakes Commercial Center development. – This application was denied.

- Pursuant to the Municipal Code, a car wash facility is a conditionally permitted use in the Community Commercial zoning district.

Project Summary

The site is located at the northwest corner of the intersection of Bell Road and 115th Avenue. Access to the car wash will be by way of a shared access off of Bell Road and a cross access easement to the North between New Coyote Lakes Parkway and 115th Avenue.

The vehicular circulation within the site is set up for one way travel, through the car wash tunnel and into the vacuum stations. As currently designed the site provides parking for 15 vehicles in addition to the vacuum canopies, which meets the minimum number of parking spaces required by the code. Pedestrian circulation is not anticipated on site, but it is facilitated on site through the utilization of a pedestrian pathway along the northern, eastern and southern boundaries, that connects the car wash facility with the future pads in the commercial center.

LIGHTING

Lighting will be consistent with that prescribed within the Planning and Engineering Design Standards. Lighting will consist of pole heights of no taller than 15', will provide a low level uniform lighting and will be shielded in order to block glare onto the adjacent roadways and residential parcels.

NOISE

The operation of the businesses does not anticipate incurring any additional noise that would have a negative impact on the surrounding area. The applicant has placed the car wash facility at the extreme southeastern portion of the site, so the greatest distance possible, approximately 440 feet, between the facility and the existing residences can be achieved. The blowers have also been angled so that the noise is directed to the south away from Coyote Lakes Community.

Citizen Review Meeting

A citizen review meeting was held on June 23, 2014 at the Coyote Lakes Recreation Club located at 18860 N Coyote Lakes Parkway. About 38 residents attended the meeting.

Concerns were expressed that New Coyote Lakes Parkway would be connected to 115th Ave through the existing cross access easement as outlined through the Eaton Plaza Agreement between the Coyote Lakes HOA, Eaton Plaza, and the City of Surprise.

The Concerns expressed most consistently were:

- That southbound traffic from 115th Avenue will utilize the cross access easement to access the signalized intersection at New Coyote Lakes Parkway, to access Bell Road.
- That the additional traffic cannot visually time the transition from the cross access easement onto New Coyote Lakes Parkway.

- a. Site distance can be accommodated through the addition of stop signs and stop bars both at the cross access easement and in front of the guard shack located in the median of New Coyote Lakes Parkway.

Findings of Fact

1. Staff finds that the proposed final plat complies with the Surprise General Plan.
 - *Land use and economic planning must strive for diversity in the City's economic base and identify adequate land to attract income generating uses, such as employment, office, and commercial development.*
2. Staff finds that the proposed Site Plan complies with the Surprise Municipal Code.
 - *This project provides pedestrian, vehicular access and parking, lighting, and on-site storm water and/or detention. This project is an allowed conditional use section 122-110 Vehicle washing facilities.*
 - *This project is in conformance with all requirements of Section 122-114, Conditional Use Permit.*
3. Staff finds that the proposed Site Plan complies with the Surprise General Plan.
 - *This project provides the required open space / landscaping, and promotes commercial infill development.*

Recommendation

Staff recommends approval of the project, subject to the findings of fact.

Attachments

Vicinity map, site plan, resolution, and final plat.

Vicinity Map



Maricopa
County

Coyote
Lakes

115th Ave

Canyon
Ridge
West

Site

Bell Rd

Rosegarden
Resort

Maricopa
County



Vicinity Map



Coyote
Lakes

115th Ave

Site

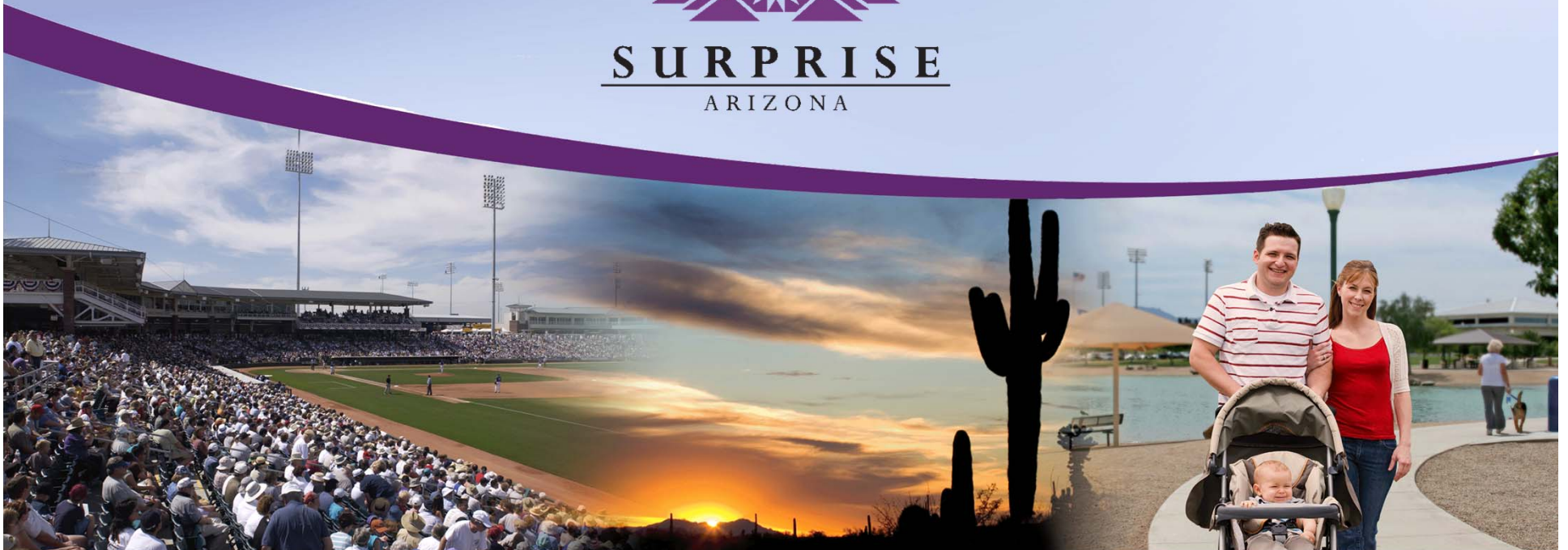
Bell Rd

Maricopa
County



Quick N Clean Car Wash Final Plat April 15, 2014

City Council



VICINITY MAP – FS14- 141





HISTORY



- PAD 97-132 – Split off a portion from the original Coyote Lakes PAD for commercial development
- Site Plan (SP03-409) Laid out Coyote Lakes Commercial Center
- Quick N' Clean - Coyote Lakes Commercial Center
 - o CUP04-001 - July 20, 2004
 - o The application was denied.
- On October 27, 2005 – The Eaton Plaza Agreement was established.
 - o Coyote Lakes Community Association
 - o Eaton Plaza, LLC
 - o City of Surprise

Citizen Outreach Meeting

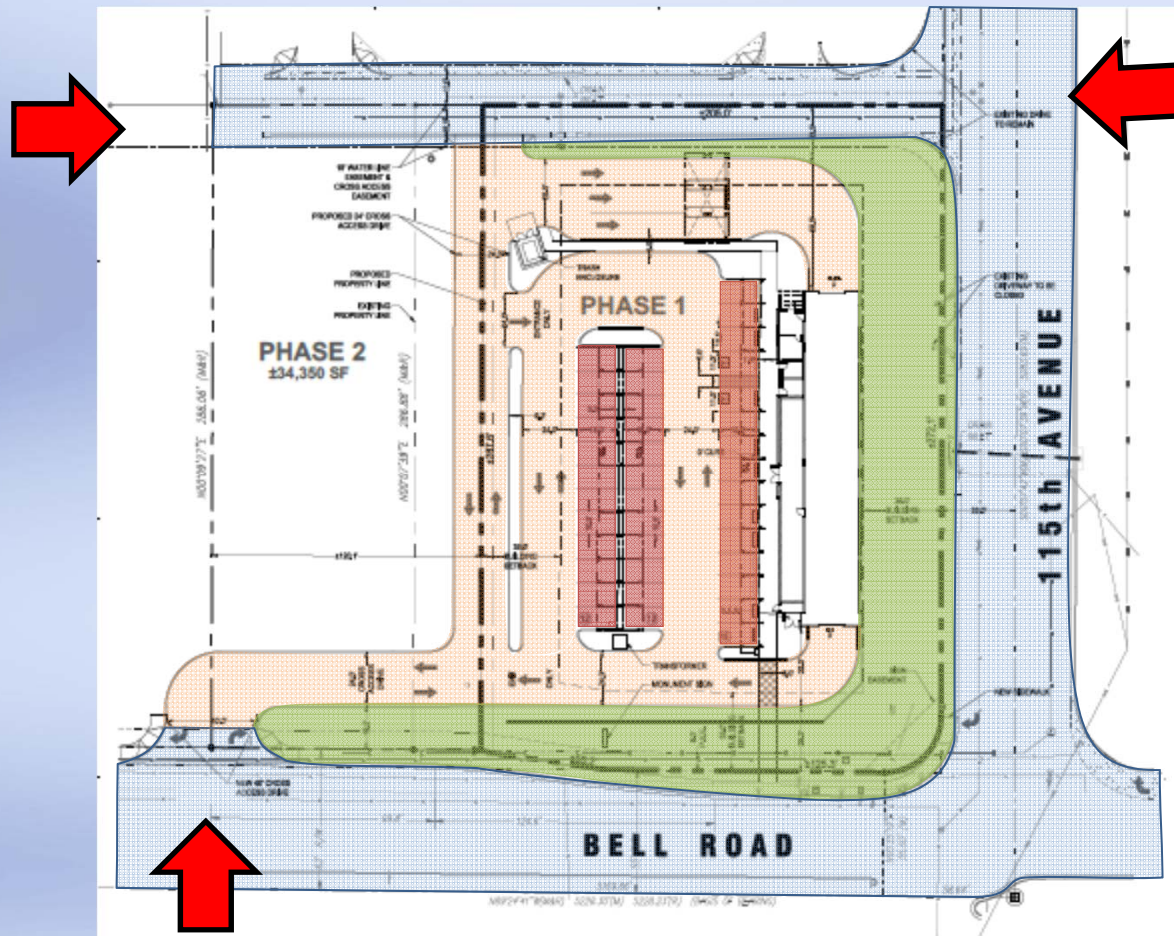


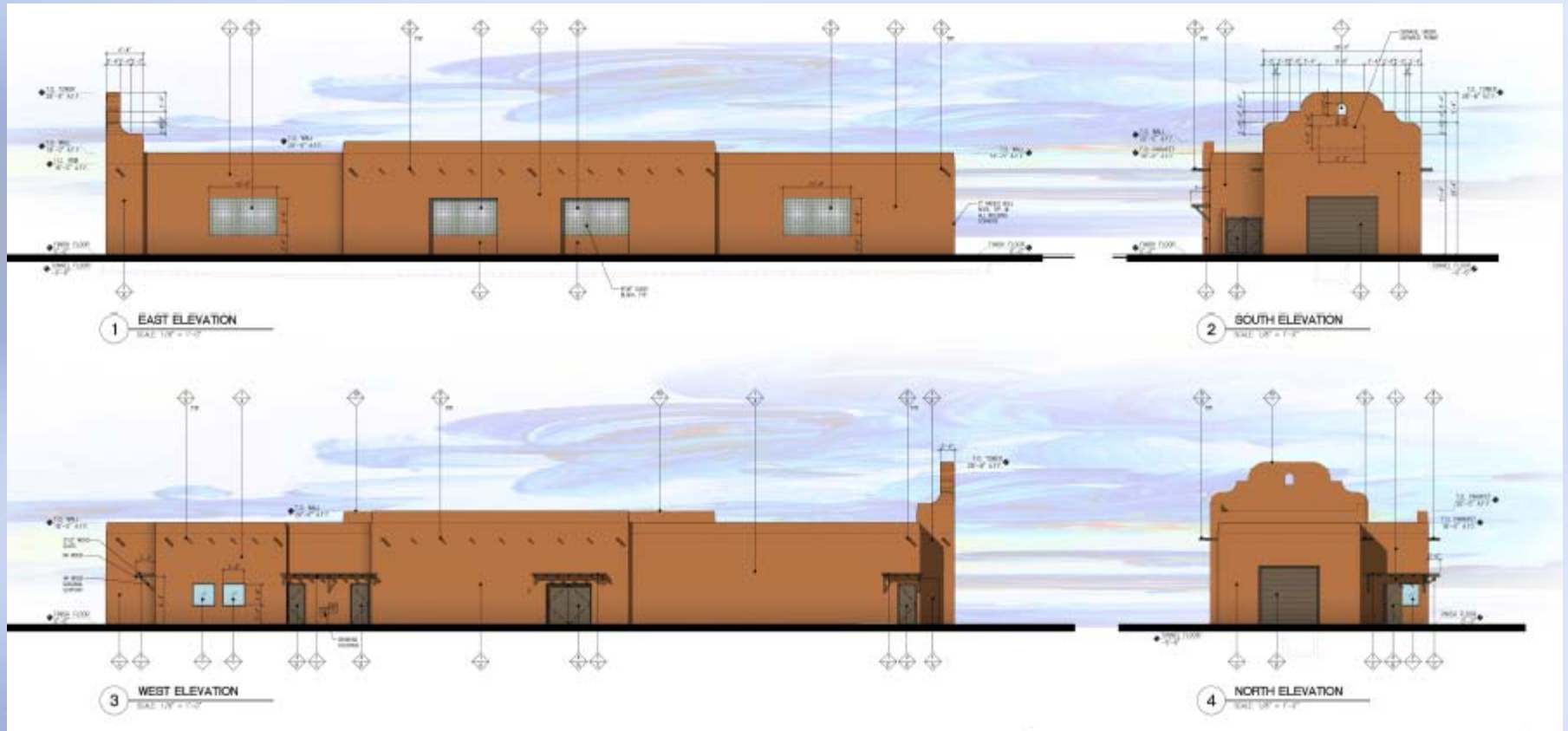
- On June 23rd, 2014 a neighborhood meeting was held at Coyote Lakes Rec Club located at 18860 N Coyote Lakes Pkwy
- Several of the comments received from residents were in regards to the development and external traffic concerns.
- Development Traffic Comments:
 - o Prior accidents on Coyote Lakes Parkway prior to the barricades being placed across the existing access easement.
 - o Access to the existing easement for the Coyote Lakes Commercial Center should be eliminated.

Citizen Outreach Meeting



- External Traffic Concerns Comments:
 - o Traffic backs up from the El Mirage and Bell Road intersection and frequently blocks traffic from Coyote Lakes Parkway entering east/west bound onto Bell Road.
 - o The El Mirage road construction has only exacerbated the traffic issue along Bell Road.
 - o The proposed Bell Road and Grand Avenue interchange will cause similar issues as the El Mirage project
 - o They questioned why additional access point across the river have not been identified, designed and constructed.
 - o Concerns were raised regarding the back up along 115th Avenue due to heavy traffic along Bell Road.





Quick N Clean Car Wash – Final Plat



Staff Recommends Approval



RESOLUTION #2014-87

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FINAL PLAT ENTITLED "QUICK AND CLEAN CARWASH," GENERALLY LOCATED AT THE NORTHWEST CORNER OF BELL ROAD AND 155TH AVENUE.

WHEREAS, on August 26, 1992, the Mayor and City Council approved the Planned Area Development (PAD) known as Coyote Lakes Development;

WHEREAS, the proposed Final Plat conforms with the Conditional Use Permit approved by Planning and Zoning Commission, on August 7, 2014;

WHEREAS, the proposed final plat does not create any substandard or nonconforming lots; and

WHEREAS, the proposed final plat complies with the Surprise Municipal Code and the zoning classifications applicable to this property.

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

Section 1. The Final Plat entitled "Quick and Clean Carwash," dated June 13, 2014 is approved.

APPROVED AND ADOPTED this _____ day of _____ 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS: THAT QUICK N CLEAN XL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "OWNER", HAS SUBDIVIDED UNDER THE NAME "QUICK N CLEAN CAR WASH" A SUBDIVISION, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "QUICK N CLEAN CAR WASH" AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY ON THIS PLAT.

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A NON-EXCLUSIVE EASEMENT OVER, UPON 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.

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

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

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

THE EASEMENTS GRANTED WITHIN THE 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.

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

LANDSCAPING MAINTENANCE WITHIN 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.

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

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

IN WITNESS WHEREOF, QUICK N CLEAN XL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNDER CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER

THIS _____ DAY OF _____, 20____.

BY: _____

ITS: _____

FINAL PLAT
FOR
"QUICK N CLEAN CAR WASH"

A SUBDIVISION OF A PORTION OF LOT 2 & LOT 3 OF
"PAVILIONS AT COYOTE LAKES," RECORDED IN BOOK 870 OF MAPS, PAGE 44,
LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

BEFORE ME THIS _____ DAY OF _____, 20____,
_____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED

NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF QUICK N CLEAN XL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT HE/SHE AS AUTHORIZED PARTY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC

ACKNOWLEDGEMENT

APPROVED BY EPCOR WATER, THIS
_____ DAY OF _____, 20____.

BY: _____ DATE _____

ITS: _____ DATE _____

ACKNOWLEDGEMENT
STATE OF _____)
) SS
COUNTY OF _____)

BEFORE ME THIS _____ DAY OF _____, 20____,
_____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED

NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF EPCOR WATER, AND ACKNOWLEDGE THAT HE/SHE AS AUTHORIZED PARTY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC

OWNER

QUICK N CLEAN XL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
CONTACT: RICHARD KARLE
7291 E. ADOBE DRIVE, SUITE 115
SCOTTSDALE, AZ 85255

PARCEL DESCRIPTION

PARCEL NO. 1:
THE EASTERLY 90 FEET OF LOT 2, PAVILIONS AT COYOTE LAKES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 870 OF MAPS, PAGE 44.
EXCEPT 1/16TH OF ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE PERCULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AND THE EXCLUSIVE RIGHT THERETO ON, IN OR UNDER THE ABOVE DESCRIBED LANDS AS RESERVED BY THE STATE OF ARIZONA IN THE PATENT RECORDED IN DOCKET 14604, PAGE 473.

PARCEL NO. 2:
AN EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS AS SET FORTH IN 2013-780138.

PARCEL NO. 3:
LOT 3, PAVILIONS AT COYOTE LAKES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 870 OF MAPS, PAGE 44.

EXCEPT 1/16TH OF ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE PERCULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AND THE EXCLUSIVE RIGHT THERETO ON, IN OR UNDER THE ABOVE DESCRIBED LANDS AS RESERVED BY THE STATE OF ARIZONA IN THE PATENT RECORDED IN DOCKET 14604, PAGE 473.

CITY OF SURPRISE ENGINEER APPROVAL

DATE ON THIS PLAT REVIEWED AND APPROVED THIS

_____ DAY OF _____, 20____.

BY THE CITY ENGINEER OF SURPRISE, ARIZONA

APPROVED: _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

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

_____ DAY OF _____, 20____.

MAYOR

DATE

ATTEST: _____
CITY CLERK

DATE

UTILITY PROVIDERS

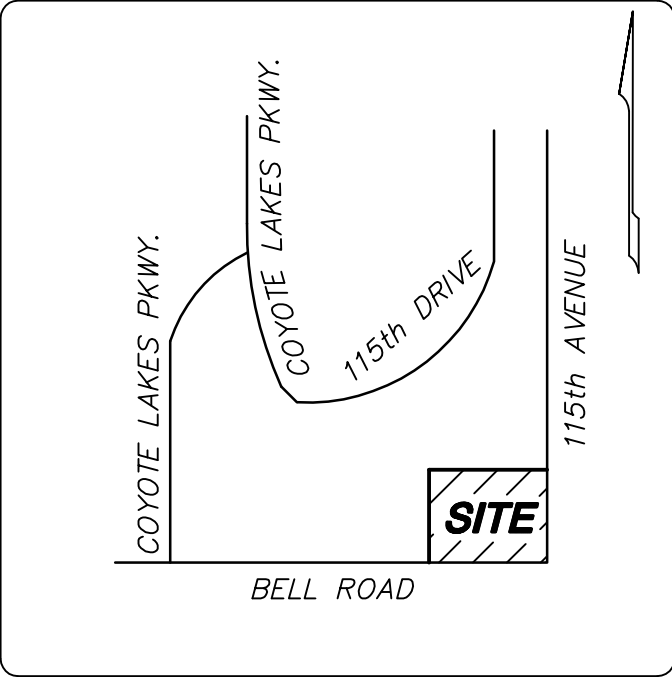
Communication – Qwest/CenturyLink
Does not provide utility maps
Debbie Ramsey–Stilen
Debbra.Ramsey–Stilen@qwest.com
(602) 630–0492

Communication – Cox
Rhonda Hanna
PHX.EngineeringMappingRequests@cox.com
(623) 328–3953

Water & Sewer – Epcor Water
Brad Finke
(623) 445–2402

Power – Arizona Public Service
MAPPRINT@apsc.com
Susan Lipe
(602) 493–4124

Gas – Southwest Gas Corporation
CAZWestCopyRM@swgas.com
(877) 860–6020



VICINITY MAP

NOT TO SCALE

SURVEY NOTES

- This survey and the description used are based on a Special Report issued by Clear Title Agency of Arizona, issuing agent for First American Title Insurance Company, Number 10–511777, dated March 13, 2014.
- BASIS OF BEARING: The monument line of Bell Road, also being the South line of the Southeast quarter of Section 36, using a bearing of North 89 degrees 24 minutes 41 seconds West, per the Plat of PAVILIONS AT COYOTE LAKES, recorded in Book 870, Page 44, M.C.R.
- The bearings and distances depicted indicate actual field or computed measurements performed during the course of this survey. This information may vary from documents of record used for this survey.

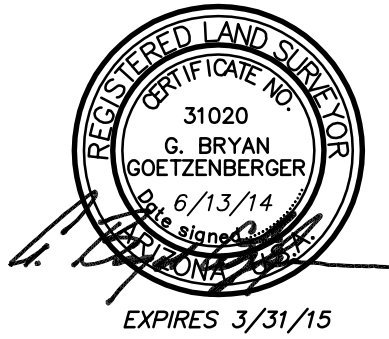
CITY OF SURPRISE NOTES

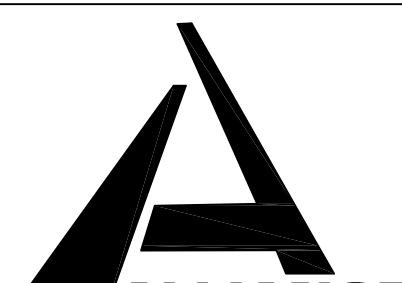
- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1245L, WITH A DATE OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- PURSUANT TO ARS § 42–11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- IN 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.

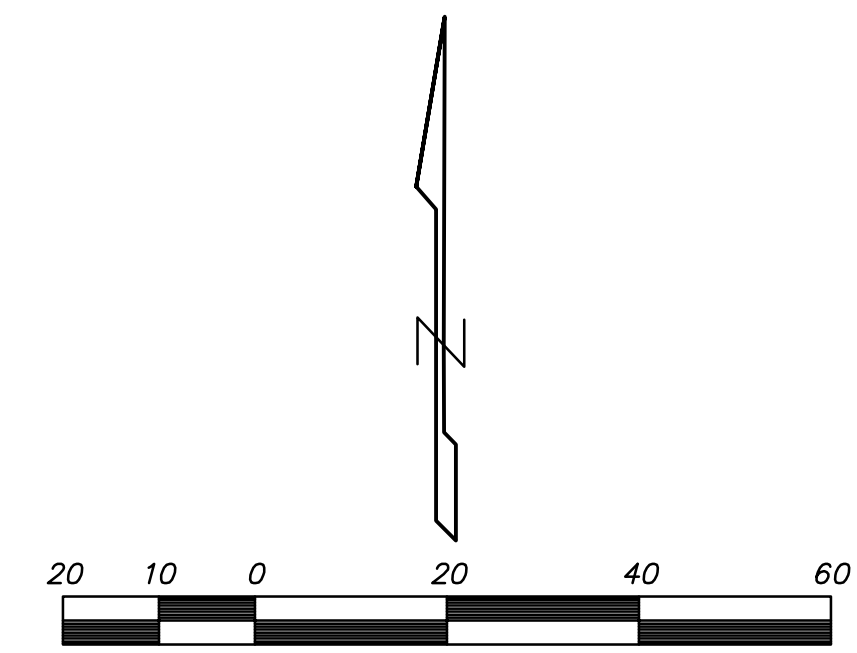
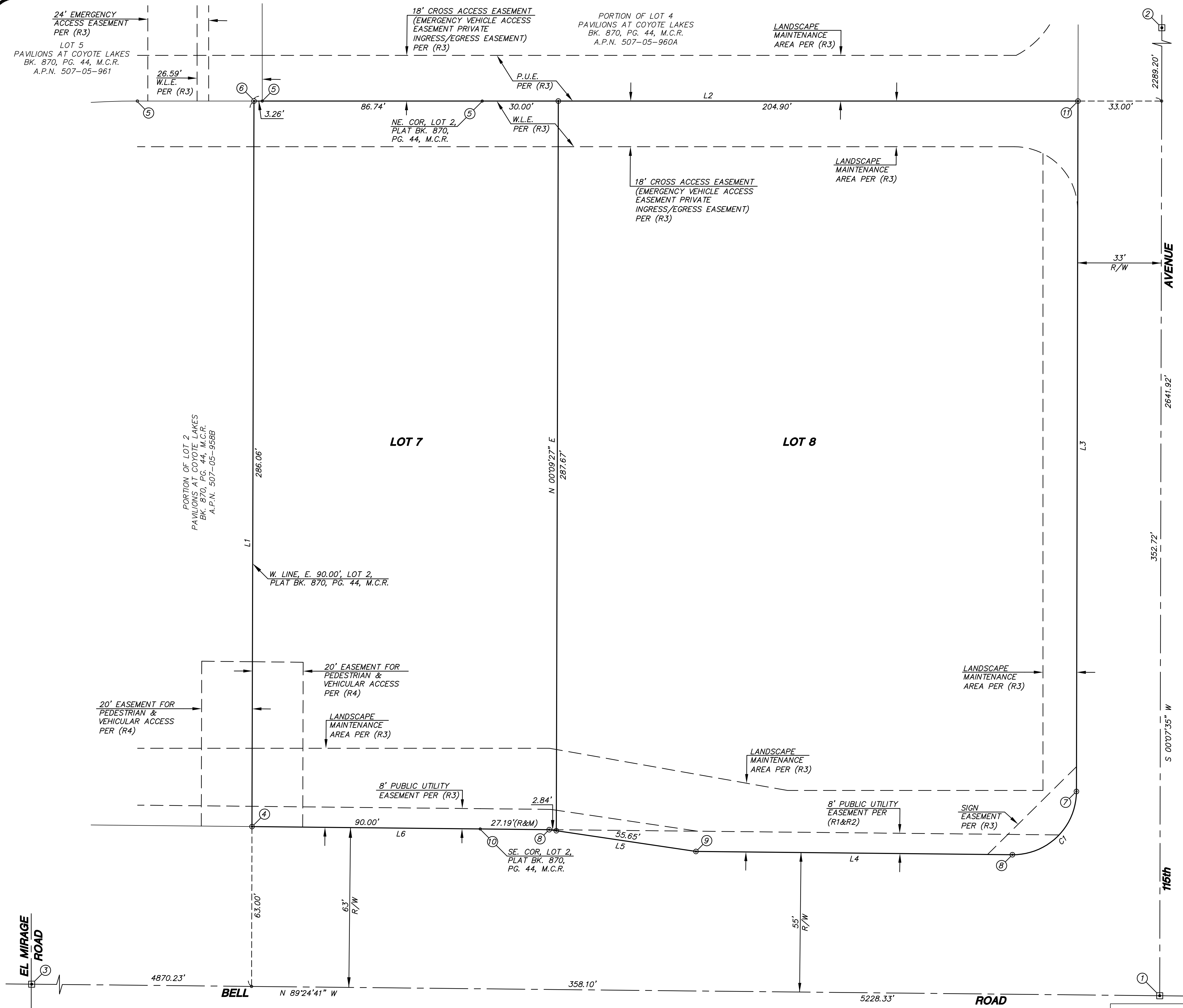
CERTIFICATION

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 JUNE, 2014; 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.

G. BRYAN GOETZENBERGER R.L.S. 31020
7900 N. 70TH AVENUE
SUITE 104
GLENDALE, ARIZONA 85303
PHONE: 623–972–2200



-PRELIMINARY- NOT FOR CONSTRUCTION OR RECORDING	FINAL PLAT QUICK N CLEAN CAR WASH		
	 ALLIANCE LAND SURVEYING, LLC	STATEWIDE SERVICE IN ARIZONA www.alliancelandsurveying.com	
		7900 N. 70th AVENUE TEL (623) 972-2200 SUITE 104 FAX (623) 972-1616 GLENDALE, AZ 85303	
		SHEET: 1 OF 2DATE: 6-13-2014JOB NO: 140327	



LEGEND

- Property Corner (See Monument Table)
- Property Line
- Fnd Survey Monument (See Monument Table)
- (1) (See Monument Table)
- (R) Schedule "B" Item
- (M) Record Per Bk. 870, Pg. 44, M.C.R.
- (M) Measured
- (R1) (See Reference Documents)

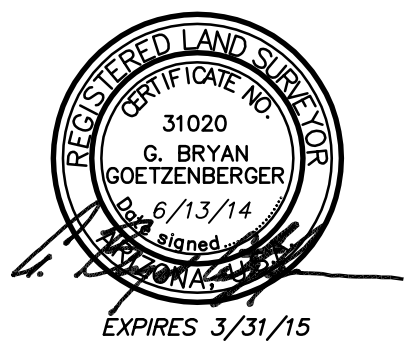
REFERENCE DOCUMENTS

- (R1) PLAT PER BOOK 354, PAGE 50, M.C.R.
- (R2) PLAT PER BOOK 364, PAGE 24, M.C.R.
- (R3) PLAT PER BOOK 870, PAGE 44, M.C.R.
- (R4) R.O.S. PER BOOK 1153, PAGE 2, M.C.R.
- (R5) DOCUMENT NO. 2013-0780138, M.C.R.

MONUMENT TABLE	
(1)	SE. COR. SEC. 36 - FND BRASS CAP IN HANDHOLE
(2)	E. 1/4 COR. SEC. 36 - FND ALUMINUM CAP 0.40' BELOW SURFACE
(3)	SW. COR. SEC. 36 - FND BRASS CAP IN HANDHOLE
(4)	FND 1/2" REBAR W/CAP L.S. 31020 PER R.O.S. BK. 1153, PG. 2, M.C.R.
(5)	FND PK NAIL & TAG L.S. 16485 PER BK. 870, PG. 44, M.C.R.
(6)	FND PK NAIL & WASHER L.S. 31020 PER R.O.S. BK. 1153, PG. 2, M.C.R.
(7)	FND 1/2" REBAR W/ILLEGIBLE CAP - SET CAP L.S. 31020
(8)	FND 1/2" REBAR W/CAP L.S. 37172
(9)	FND 1/2" REBAR NO I.D. - SET CAP L.S. 31020
(10)	FND 1/2" REBAR W/CAP L.S. 31020 PER R.O.S. BK. 1153, PG. 2, M.C.R. - ALSO FND BENT 1/2" REBAR W/CAP 37172, N 72° W, 0.46'
(11)	FND PK NAIL NO I.D.

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1(R)	25.00'	39.47'	90°27'40"	-----	-----
C1(M)	25.00'	39.47'	90°27'44"	S 45°21'27" W	35.50'

LINE	BEARING	DISTANCE
L1	N 00°09'27" E	349.06'
L2(R)	N 90°00'00" E	-----
L2(M)	S 89°59'50" E	357.90'
L3(R)	S 00°07'39" W	272.09'
L3(M)	S 00°07'35" W	272.18'
L4(R)	S 89°24'41" E	124.77'
L4(M)	N 89°24'41" W	124.80'
L5(R)	S 81°32'54" E	58.48'
L5(M)	N 81°32'59" W	58.49'
L6(R)	S 89°24'41" E	-----
L6(M)	N 89°24'41" W	117.19'



**-PRELIMINARY-
NOT FOR
CONSTRUCTION
OR RECORDING**



FINAL PLAT
QUICK N CLEAN CAR WASH
STATEWIDE SERVICE IN ARIZONA
www.alliancelandsurveying.com

7900 N. 70th AVENUE TEL (623) 972-2200
SUITE 104 FAX (623) 972-1616
GLENDALE, AZ 85303

SHEET: 2 OF 2 DATE: 6-13-2014 JOB NO: 140327



CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	August 18, 2014	Contact Person:	Mike Gent, Public Works Department
Submitting Department:	Public Works	District:	1
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the Mayor to enter into an Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for the improvements necessary to construct Jomax Road from 147th Avenue to East City limits (133rd Avenue); Resolution 2014-60.

Motion:

I move to approve resolution # 2014-60.

Background:

This item was presented at the August 5, 2014 Council Work Session. A specific councilmember question from that workshop along with a staff response is included as an attachment.

City of Surprise submitted an application to MAG for Congestion Mitigation of Air Quality (CMAQ) funding for paving Jomax Road from 147th Avenue to East City limits. MAG approved the application for an amount \$750,000.00 which includes a federal amount of \$707,200 and a City match for \$42,800.

The unpaved roads consist of approximately 1.5 miles of roadway. Proposed improvement includes 2 lane 14 feet (each lane) wide roadway and drainage improvements. The project Scope of Services included preparing Construction documents package as per Arizona Department of Transportation (ADOT) standards and acquiring right of way in accordance with federal requirements.

This project uses federal funds; therefore ADOT will be administering the construction of the project. This IGA identifies the duties and responsibilities of ADOT and City.

City budgeted project costs:

Design	\$130,000 (Expenses outside proposed IGA)
ROW acquisition	197,200 (Expenses outside proposed IGA)
ADOT review fees	30,000
ADOT IGA construction costs	<u>42,800</u>
Total Project Costs:	\$400,000

Financial Impact Statement:

This is a non-growth project in the General Capital fund under the Jomax 147th Ave to 133nd Ave pave dirt road project (21504). The total estimated project cost is \$1,107,200 (\$707,200 third party funding, and \$400,000 City funds). The programmed budget for FY2015 is \$200,000.

ATTACHMENTS:

Click to download

- ☐ [Presentation](#)
 - ☐ [MAP](#)
 - ☐ [Resolution with IGA](#)
 - ☐ [Council Question Response](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):

Mike Gent; Interim PW Director

Mike Mecham; City Engineer

JOMAX ROAD 147th Avenue to EAST CITY LIMIT

Council Work Session

August 5, 2014

Public Works Department



SURPRISE
ARIZONA



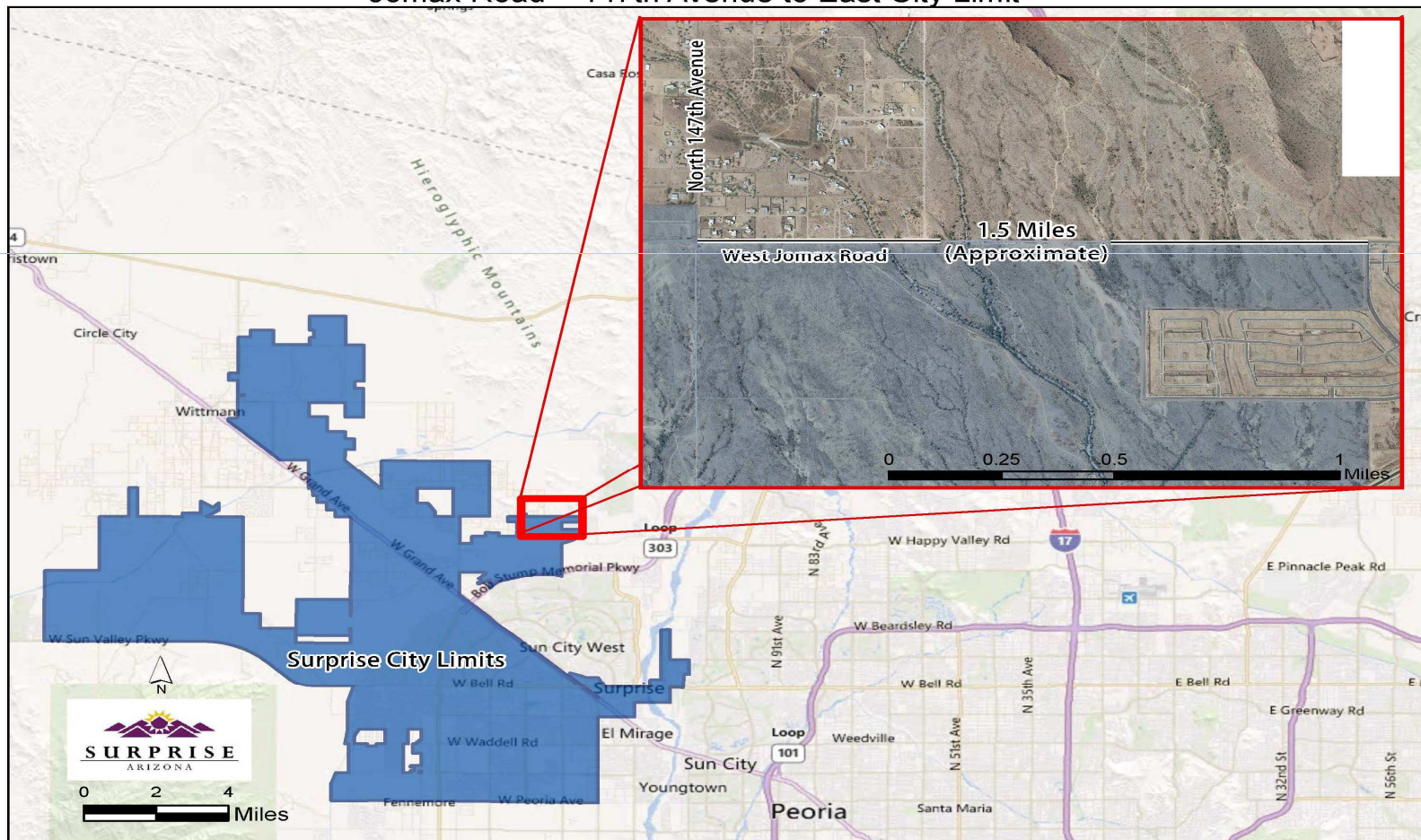
Agenda Item

- Motion to approve Resolution 2014-60 for an IGA with ADOT to administer federal funds on behalf of City of Surprise to construct improvements on Jomax Road

Overview



Jomax Road – 147th Avenue to East City Limit



Overview



- Pave 1.5 miles of Jomax Road from 147th Avenue to East City Limits (133rd Avenue) with low water crossings
- Width: 28 ft
- Goal : Reduce Dust Emissions on Jomax Road
- Staff applied for CMAQ PM-10 funding in September 2012 for Federal FY16

Challenges



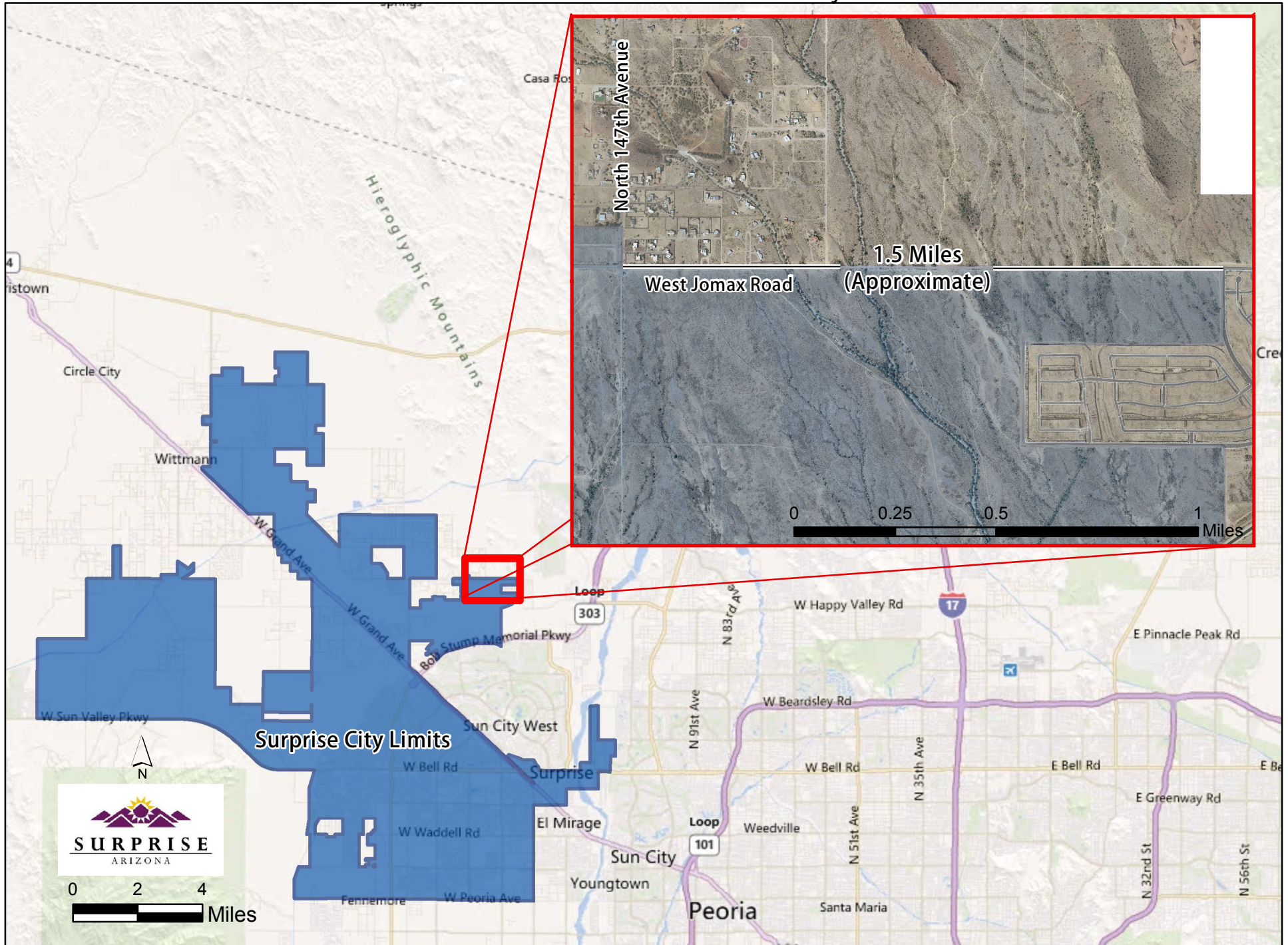
Right of Way (ROW) Acquisitions

- Arizona State Land Department (ASLD)
 - Approximately 11 acres
 - ASLD acquisition process timeline 18-24 months
 - Expected Acquisition from ASLD April 2016

Timeline

- Real Estate Acquisition July 2014 to April 2016
- April 2016 – Submit 100% Plans, Specs, and Estimates (PS&E) package to ADOT for final approval
- June 2016 – ADOT prepares documents for Federal Highway Authority to Obligate the project
- Construction – Early Winter 2016 – Summer of 2017

Jomax Road – 147th Avenue to East City Limit



RESOLUTION # 2014-60

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE ARIZONA DEPARTMENT OF TRANSPORTATION PERTAINING TO ROAD IMPROVEMENTS ON JOMAX ROAD.

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

WHEREAS, the parties desire to enter into this agreement for chip seal on Jomax Road from 147th Avenue to east City limits, the ("Project"); and

WHEREAS, the Arizona Department of Transportation ("ADOT") will act as a conduit in order to obtain federal funding for the Project and the City has agreed to matching funds for an estimated \$72,750; agreeing to pay the difference in actual costs and costs not covered by federal funding.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and ADOT for the Project is hereby approved, with matching funds for an estimated \$72,750.00, and the Mayor and City Manager are authorized to execute any related documents.

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

ADOT File No.: IGA/JPA 140004238-I
AG Contract No.: P0012014
Project: System Preservation
(Restoration/rehab/resurface) Paving
Section: Jomax Road, 147th Avenue to
East City Limit
Federal-aid No.: SUR-0(219)T
ADOT Project No.: SZ145 01D 01C
TIP/STIP No.: SUR 16-401
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SURPRISE

THIS AGREEMENT is entered into this date, _____, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF SURPRISE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. The work proposed under this Agreement consists of design review, construction on Jomax Road from 147th Avenue to east City limit, hereinafter referred to as the "Project". The City will administer the design and the State will review the design, advertise, bid, award, and administer the construction of the Project. The plans, estimates, and specifications for the Project will be prepared and as required submitted to the State and Federal Highway Administration (FHWA) for its approval.
 4. The City, in order to obtain federal funds for the construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs.
 5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.
 6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.
-

7. The federal funds will be used for the construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SZ145 01D (ADOT Project Management Design Review (PMDR) costs):

PMDR*	\$ 30,000.00
-------	--------------

SZ145 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 707,250.00
City's match @ 5.7%	<u>\$ 42,750.00</u>

Subtotal – Construction*	\$ 750,000.00
---------------------------------	----------------------

Summary:

Total Estimated City Funds	\$ 72,750.00
Total Federal Funds	<u>\$ 707,250.00</u>

Estimated TOTAL Project Cost	\$ 780,000.00
-------------------------------------	----------------------

* (Included in the City Estimated Funds)

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the City for the initial PMDR costs, currently estimated at **\$30,000.00**. If, during the development of the design, additional funding from the City is required, the State will invoice the City in increments of \$5,000.00 to cover projected PMDR costs. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review costs.

c. Upon receipt of the initial PMDR costs, review the design plans, specifications and other such documents and provide services required for the construction bidding and construction administration of the Project and provide comments to the City, as appropriate.

d. Upon completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, currently estimated at **\$42,750.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project construction costs.

e. Upon receipt of the City's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction.

Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

f. Upon FHWA authorization and with the aid of the City, proceed to advertise for, receive and open bids, subject to the concurrence of the City to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project.

g. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

h. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

i. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Upon execution of this Agreement, prior to the State performing or authorizing any work and within thirty (30) days of receipt of an invoice from the State, pay the initial PMDR costs, currently estimated at **\$30,000.00**. If, during the development of the design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within thirty (30) days of receipt. Be responsible for any difference between the estimated and actual design review and construction costs.

c. Prepare and provide the design plans, specifications and other such documents and services required for construction bidding and construction of the Project and incorporate comments from the State as appropriate.

d. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

e. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, remit to the State, the City's Project construction costs, currently estimated at **\$42,750.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

g. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

i. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

j. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

k. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to Arizona Department of Transportation, Urban Project Management Group.

l. Upon notification of Project completion, from the State, agree to accept, maintain and assume full responsibility of the Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City, hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Surprise
Suneel Garg
16000 N. Civic Center Plaza
Surprise, AZ 85374
(623) 222-6130
(623) 222-1701 fax
suneel.garg@surpriseaz.gov

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF SURPRISE

STATE OF ARIZONA

Department of Transportation

By _____
SHARON WOLCOTT
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
SHERRY AGUILAR
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF SURPRISE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SURPRISE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2014.

City Attorney



Public Works Department
16000 N Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6000
Fax 623-222-6002

August 11, 2014

TO: Mayor and Council Members
FROM: Mike Gent, Interim Director - Public Works
RE: Council questions during August 5, 2014 Council Work Session

Public Works presented this item at the August 5, 2014 Council work session resulting in a Council question. To ensure the question is clearly answered, here is a written response:

Item # 4 - Intergovernmental Agreement (IGA) between the City of Surprise and Arizona Department of Transportation (ADOT) for the improvements necessary to construct Jomax Road from 147th Avenue to East City Limits (133rd Avenue), approximately 1.5 miles.

(Councilmember Villanueva requested clarification regarding the road connection provided by this project.)

- This project will improve the unpaved section of Jomax Road between 147th and 133rd Avenue. This will connect east to the already paved surface between 133rd Avenue and North Dysart Road. North Dysart road currently connects south to Happy Valley Road and potentially could connect to the SR303 in the future.

Please let us know if there are any other questions.



CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 18, 2014	Contact Person:	Mike Gent, Public Works Department
Submitting Department:	Public Works	District:	2
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the Mayor to enter into an Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for the enhancements associated with State Route 303L (SR303L) from Mountain View Boulevard to Grand Avenue (US60); Resolution No. 2014-68.

Motion:

I move to approve Resolution No. 2014-68.

Background:

The State has programmed for the design and construction to widen State Route 303L (SR 303L) to a six (6) lane divided freeway. The proposed work will reconstruct SR 303L from approximately 2,100 feet south of Mountain View Boulevard to approximately 4,300 feet north of US 60 Grand Avenue, to include construction of a new bridge over Grand Avenue for SR 303L, with the existing bridge to remain in service.

The State is following a Construction Manager at Risk (CMAR) process in order to expedite and facilitate this effort. In conjunction with the State's widening of the SR 303L freeway, the City requested the State to include the design and construction of a number of enhancements, at the City's expense. Construction is scheduled to begin winter 2014.

The City is financially responsible for items such as design, construction and maintenance of:

1. Intelligent Transportation System (ITS) Conduit installation \$90,839;
2. Fire Preemption equipment for the Traffic Signal on Grand Avenue \$2,260;
3. Accent paint (Eggplant) on Sound Wall \$7,452;
4. Accent paint on four turtles on sound wall at access ramps \$104;

Remainder of funds are planned for fiber installation and final project costs reconciliation determined by ADOT at the close of construction.

Financial Impact Statement:

This is a non-growth project in the General Capital fund for the enhancements along SR303 (Mtn. View to Grand Ave) project (21506). The total project estimated cost is \$45,500,000 (\$45,000,000 Federal funds and \$500,000 City funds). The programmed budget for FY2015 is \$300,000.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2014-68 w/IGA](#)
 - ☐ [Summary](#)
 - ☐ [ADOT Wall Aesthetics](#)
 - ☐ [Sound Wall Key Map](#)
 - ☐ [Conduit Exhibit](#)
 - ☐ [Council Questions](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):

RESOLUTION # 2014-68

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE ARIZONA DEPARTMENT OF TRANSPORTATION PERTAINING TO ROAD IMPROVEMENTS ALONG STATE ROUTE (SR) 303L AT THE US 60 GRAND AVENUE TRAFFIC INTERCHANGE (TI).

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

WHEREAS, the parties desire to enter into this agreement for design review, construction and paving along State Route (SR) 303L at the US 60 Grand Avenue traffic interchange (TI), the ("Project"); and

WHEREAS, the Arizona Department of Transportation ("ADOT") will act as a conduit in order to obtain federal funding for the Project and the City has agreed to matching funds for an estimated \$100,655.00; agreeing to pay the difference in actual costs and costs not covered by federal funding.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and ADOT for the Project is hereby approved, with matching funds for an estimated \$100,655.00, and the Mayor and City Manager are authorized to execute any related documents.

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

ADOT CAR No.: IGA /JPA 14-0004226-I
AG Contract No.: P0012014001751
Project: Capacity Additions-
Reconstruction
Section: US 60 Grand Ave-SR303L
Interim Traffic Interchange
Federal-aid No.: 303-A(210)S
ADOT Project No.: H8145 01D 01C
TIP/STIP No.: DOT14-152
CFDA No.: 20.205 Highway Design and
Construction
Budget Source Item No.: 43914

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA,
AND
THE CITY OF SURPRISE

THIS AGREEMENT is entered into this date _____, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SURPRISE, acting by and through its MAYOR and CITY COUNCIL (the "CITY"). The State and the City are collectively referred to as "Parties".

RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572, to enter into this Agreement and has by resolution, or meeting minutes, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.

3.
The State will utilize a Construction Management at Risk (CMAR) delivery method for the design, and construction of improvements along State Route (SR) 303L at the US 60 Grand Avenue traffic interchange (TI). The proposed work will reconstruct SR 303L to a six (6) lane divided highway from approximately 2,100 feet south of Mountain View Boulevard to approximately 4,300 feet north of US 60 Grand Avenue, to include construction of a new bridge over Grand Avenue for SR 303L, with the existing bridge to remain in service. The work, collectively, hereinafter is referred to as the 'Project'. A lump sum cost of **\$100,655.00**, at the City's expense is shown in Exhibit A, including back-up Exhibits 1-3, attached and made a part of the Agreement. The City is responsible for the agreed upon cost of **\$8,117.00**, for the design and **\$92,538.00** for construction costs associated with the Project for the following City requested items.

- a. The installation of one (1) 3-inch conduit in the State's FMS trench for the City's future intelligent transportation system (ITS) along the side of the SR 303L highway, 2,100 feet south of Mountain View Boulevard to approximately 4,300 feet north of US 60 Grand Avenue and for approximately 1,500 feet along the south side of US 60 Grand Avenue.
- b. The installation of approximately 1500 feet of one (1) 3-inch rigid metal conduit in the State's FMS alignment through the SR 303L TI Overpass (OP) bridge for the City's future intelligent transportation system,(ITS).

- c. The installation of approximately 300 feet of one (1) 3-inch FMS conduit crossing US 60 Grand Avenue just north of SR 303L and five (5) FMS pull boxes and one (1) FMS communications vault.
- d. The installation of emergency vehicle preemption (EVP) equipment at two (2) traffic signals on US 60 Grand Avenue at the US 60 and SR 303L TI, including all associated labor as described in the Project Documents. The City will provide all required EVP equipment and materials and the ADOT contractor will provide the labor and tools to install the EVP equipment.
- e. Accent painting (color eggplant, semi-gloss) on freeway side of sound and retaining walls, along SR 303L adjacent to Sun City Grand Right of Way and four desert tortoise icons recessed at the north end of these sound walls.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

I. SCOPE OF WORK

- 1. The State will:
 - a. Upon execution of this Agreement, be the designated agent for the City.
 - b. Upon execution of this Agreement and prior to Project advertisement, invoice the City for a total amount of **\$100,655.00**, which includes, **\$8,117.00**, for the estimated design costs and **\$92,538.00** for the construction costs associated with the City's requested upgrades referenced in I. 4. a. through e. above. Project costs will include fixed percentage rates shown on Exhibit A. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review and construction costs.
 - a.
 - b.
 - c. The State will enter into a contract(s) with a firm(s) to whom the award is made for the design and construction of the Project, administer contract(s) for the Project and make all payments to the contractor(s).
 - d. Conduct monthly Project progress meetings. Prepare and provide Project Documents to the City for review and comment. Confer with the City on any Project related modifications. Upon concurrence with the City, incorporate same into the State's design plans.
 - e. Coordinate with the City for routine inspection on the installation of items that shall be paid for and maintained by the City.
 - f. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.
 - g. Upon completion of the Project notify the City and coordinate the final inspection and walk through with the City to confirm that the Project has been performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.
 - h. Invoice the City if any additional design and construction changes are requested by the City after the Project has been awarded, which will include a fixed rate of 10% for the State's design, review

and administration costs, and the State will either invoice or reimburse the City for the difference between estimated and actual costs of the Project.

i. Be responsible for maintaining the structural integrity of the sound walls, retaining walls and bridges; maintain the structural integrity of hand rails where applicable, the pedestrian fencing at Mountain View Bridge; and be responsible for maintaining graffiti and base (standard) paint of the walls, not covered by a separate Agreement through the ADOT Right of Way Group.

j. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office that the City has a valid annual City-wide Blanket Permit on file, for routine/normal and emergency maintenance work provided by the City within the State's rights-of-way. Comply with all applicable permit and Certificate of Insurance requirements. Agree any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

g.

h.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City for this Project.

b. Upon execution of this Agreement, within thirty (30) days of receipt of an invoice, pay the State a total of **\$100,655.00**, which includes, **\$8,117.00**, for the estimated design costs and **\$92,538.00** for the construction costs associated with the City's requested upgrades referenced in I. 4. a. through e. above. Project costs will include fixed percentage rates shown on Exhibit A. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review and construction costs.

c. Attend monthly Project progress meetings, review the design documents required for construction of the Project and provide comments to the State within fifteen (15) days or the date specified by the Project Manager.

d. Not permit or allow any encroachments upon or private use of the public right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

e. Grant to the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, including without limitation, temporary construction easements or temporary rights of entry on, to and over City rights-of-way.

f. Upon completion of the Project, assume maintenance responsibility, of City ITS infrastructure located in the State's right-of-way at its sole expense.

g. Bear all costs associated with any future relocation or removal of the City ITS infrastructure located in the State's right-of-way.

h. Be responsible for any Consultant or contractor claims for extra compensation caused by or attributable to the City. Pay the State within thirty (30) days of receipt of an invoice, if applicable.

i. Upon notification from the State that the Project is complete, attend a final walk through with the State for concurrence of the construction activities in accordance with the requirements of the Project plans and specifications.

j. Be responsible for all costs for any additional design and construction changes requested by the City after the Project has been awarded, which will include a fixed rate of 10% for the State's design, construction, review and administration costs for the Project. Pay the State within thirty (30) days of receipt of an invoice, if applicable.

k. Obtain per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual Citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Comply with all applicable permit and Certificate of Insurance requirements. Agree, any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures, of which may be obtained through the Phoenix Maintenance District Office referenced herein.

l. Comply with the Manual on Uniform Traffic Control Devices (MUTCD) (latest edition as published by the Federal Highway Administration (FHWA)) and the Arizona Supplement, as per Arizona Revised Statutes § 28-641, during all maintenance operations conducted by the City on State Highway rights of way. Traffic Control plans will be reviewed and/or approved by and through the Arizona Department of Transportation (ADOT) Phoenix Maintenance District Permits Office.

m. Upon completion of the Project, be responsible for providing the following, consistent with the City's maintenance levels.

1. Maintain and refresh accent paint on the sound walls along SR 303L adjacent to Sun City Grand Right of Way.
2. Maintenance and repair of the following FMS infrastructure for the City's future use: 1) 3-inch conduit along the west side of the SR 303L freeway, 2100 feet south of Mountain View Boulevard to approximately 4300 feet north of US 60 Grand Avenue and for approximately 1500 feet along the south side of US 60 Grand Avenue; approximately 1500 feet of one (1) 3-inch rigid metal conduit in the SR 303L TI OP bridge; approximately 300 feet of one (1) 3-inch FMS conduit crossing US 60 Grand Avenue just north of SR 303L and five (5) FMS pull boxes and one (1) FMS communications vault.
3. The operation and maintenance of street lighting elements, located at Mountain View Boulevard (Responsibility for Mountain View Boulevard electrical power is through a separate agreement with the Sun City Grand HOA).
4. Routine maintenance of the Mountain View Boulevard pedestrian fencing including graffiti. In case of structural damage of the fencing: be responsible for repainting after replacement or repairs of the fencing have been completed by the State.
5. Routine/minor maintenance of Mountain View Boulevard (i.e. sweeping, debris, and graffiti that is on the City street, sidewalks, curbs etc.).

n. At a future date, be responsible for the installation (pulling) of fiber through the conduit and connection to the City's ITS and all costs associated therewith. Upon connection and energizing, be responsible for all electric power and maintenance associated with the City's ITS.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all reimbursements provided herein. All maintenance obligations contained herein shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by

the State up to the time of termination. It is further understood and agreed that, in the event City cancels this Agreement, the State shall have no other obligation to continue with the Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims.* It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of design, and construction work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.

4. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

5. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

12. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

13. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007-3212
Fax: 602-712-3132

City of Surprise
Suneel Garg, PE
Civil Engineer, PWD
16000 North Civic Center Plaza
Surprise, Arizona 95374
Phone 623-222-6130
Fax 623-222-6006
Suneel.Garg@surpriseaz.gov

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF SURPRISE

STATE OF ARIZONA

Department of Transportation

By _____
SHARON WOLCOTT
Mayor

By _____
DALLAS HAMMIT, P.E
Senior Deputy State Engineer

ATTEST:

By _____
SHERRY AGUILAR
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF SURPRISE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SURPRISE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____ 2014

City Attorney

**EXHIBIT A
SUMMARY**

**US 60 (GRAND AVENUE) / SR 303L INTERIM TI
303L MA 116 H8145 01C**

DESCRIPTION AND COST OF ITEMS FOR THE CITY OF SURPRISE ENHANCEMENTS

COST

No.	ITEM	DESIGN	CONSTRUCTION	RIGHT-OF-WAY	TOTAL	DESCRIPTION
1	FMS CONDUIT FOR FUTURE USE	\$6,693	\$76,296	\$0	\$82,988	FMS conduit (1-3") for the entire length of Project in a shared trench with ADOT FMS (4-3" conduits) along the west side of SR 303L. FMS conduit (1-3") along the south side of US 60 in a shared trench with ADOT FMS (4-3" conduits). FMS rigid metal conduit (1-3") in a shared system with ADOT FMS through the SR 303L bridge over US 60 and the BNSF Railroad. The City is responsible for 1 of the 4 conduits. FMS conduit (1-3") crossing US 60 where the FMS conduit is not in a shared trench with ADOT. FMS pull boxes and communication vaults along US 60.
	INDIRECT COST ALLOCATION PLAN (ICAP) (9.46%)	\$633	\$7,218	\$0	\$7,851	Construction Engineering and Contingency was calculated on a percentage basis of the cost of the City's Item 1
	ITEM 1 TOTAL	\$7,326	\$83,513	\$0	\$90,839	
2	TRAFFIC SIGNALS (EMERGENCY VEHICLE PREEMPTION)	\$167	\$1,898	\$0	\$2,065	The City will furnish Emergency Vehicle Preemption (EVP) equipment for the two traffic signals on US 60. ADOT's Contractor will install the EVP equipment furnished by the City.
	INDIRECT COST ALLOCATION PLAN (ICAP) (9.46%)	\$16	\$180	\$0	\$195	Construction Engineering and Contingency was calculated on a percentage basis of the cost of the City's Item 2
	ITEM 2 TOTAL	\$182	\$2,078	\$0	\$2,260	
3	ACCENT PAINT (EGGPLANT)	\$557	\$6,347	\$0	\$6,903	Accent paint: A) The freeway side of sound walls SW01 and SW02 along SR 303L adjacent to Sun City Grand R/W. B) Four (4) desert tortoise icons recessed at the north end of sound walls SW01 and SW02.
	INDIRECT COST ALLOCATION PLAN (ICAP) (9.46%)	\$53	\$600	\$0	\$653	Construction Engineering and Contingency was calculated on a percentage basis of the cost of the City's Item 3
	ITEM 3 TOTAL	\$609	\$6,947	\$0	\$7,556	
TOTAL COST TO THE CITY					\$100,655	

EXHIBIT A
ITEM 1 SUMMARY BACKUP
303L MA 116 H8145 01C

JPA 14-XXXX
Date:6/24/2014
Page 2

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
	CITY OF SURPRISE FMS CONDUIT FOR FUTURE USE				
	ESTIMATED COST				
7320070	ELECTRICAL CONDUIT (3") (PVC)	L.FT.	200	\$7.00	\$1,400.00
7320291	ELECTRICAL CONDUIT (4-3") (PVC)	L.FT. /4	2,238	\$11.00	\$24,618.00
7320293	ELECTRICAL CONDUIT (4-3" FMS AND 1-2" LIGHTING CONDUIT)	L.FT. /4	1,150	\$13.25	\$15,237.50
7320299	CONDUIT IN BRIDGE (FMS)	L.SUM /4	1/4	\$50,000.00	\$12,500.00
7320461	PULL BOX (FIBER) (CITY OF SURPRISE)	EACH	1	\$1,600.00	\$1,600.00
7320462	PULL BOX (COMMUNICATIONS VAULT) (CITY OF SURPRISE)	EACH	2	\$2,200.00	\$4,400.00
	SUBTOTAL CONSTRUCTION COST (ITEM 1)				\$59,755.50
	GENERAL CONSTRUCTION ITEMS				
	MAINTENANCE OF TRAFFIC ¹				N/A
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$597.56
	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$597.56
	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$5,975.55
	SUBTOTAL CONSTRUCTION COST (ITEM 1)				\$66,926.16
	CONTINGENCY ⁵			5% of (B)	\$3,346.31
	CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			9% of (B)	\$6,023.35
	DESIGN ENGINEERING ⁶			10% of (B)	\$6,692.62
	SUBTOTAL COST (ITEM 1)				\$82,988.44
	INDIRECT COST ALLOCATION PLAN (ICAP) ⁷			9.46% OF (C)	\$7,850.71
	ITEM 1 PROJECT TOTAL COST FOR CITY OF SURPRISE FMS CONDUIT FOR FUTURE USE				\$90,839.14

(A)

(B)

(C)

NOTES:

- Maintenance of Traffic is not applicable
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items (A).
- Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items (A).
- Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost (A).
- Construction Engineering and Contingency is calculated on a percentage basis, 14.0% fixed rate (shown as Contingency @ 5% and CE & A @ 9%) of the construction cost (B).
- Design Engineering is 10% of the construction cost (B)
- Indirect Cost Allocation is 9.46% of the construction and design engineering costs (C) and is subject to change.

EXHIBIT A
ITEM 2 SUMMARY BACKUP
303L MA 116 H8145 01C

JPA 14-XXXX
Date:6/24/2014
Page 3

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	
	CITY OF SURPRISE TRAFFIC - INSTALL EMERGENCY VEHICLE PREEMPTION					
	ESTIMATED COST					
7370452	MISCELLANEOUS ELECTRICAL (INSTALL EMERGENCY VEHICLE PREEMPTION)	L. SUM	1	\$1,500.00	\$1,500.00	
	SUBTOTAL CONSTRUCTION COST (ITEM 2)				\$1,500.00	(A)
	GENERAL CONSTRUCTION ITEMS					
	MAINTENANCE OF TRAFFIC ¹				N/A	
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²				N/A	
	CONTRACTOR QUALITY CONTROL SHARE ³	L. SUM	1	1% of (A)	\$15.00	
	MOBILIZATION SHARE ⁴	L. SUM	1	10% of (A)	\$150.00	
	SUBTOTAL CONSTRUCTION COST (ITEM 2)				\$1,665.00	(B)
	CONTINGENCY ⁵			5% of (B)	\$83.25	
	CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			9% of (B)	\$149.85	
	DESIGN ENGINEERING ⁶			10% of (B)	\$166.50	
	SUBTOTAL COST (ITEM 2)				\$2,064.60	(C)
	INDIRECT COST ALLOCATION PLAN (ICAP) ⁷			9.46% OF (C)	\$195.31	
	ITEM 2 PROJECT TOTAL COST FOR INSTALL EMERGENCY VEHICLE PREEMPTION				\$2,259.91	

NOTES:

- Maintenance of Traffic is not applicable
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items (A).
- Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items (A).
- Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost (A).
- Construction Engineering and Contingency is calculated on a percentage basis, 14.0% fixed rate (shown as Contingency @ 5% and CE & A @ 9%) of the construction cost (B).
- Design Engineering is 10% of the construction cost (B)
- Indirect Cost Allocation is 9.46% of the construction and design engineering costs (C) and is subject to change.

EXHIBIT A
ITEM 3 SUMMARY BACKUP
303L MA 116 H8145 01C

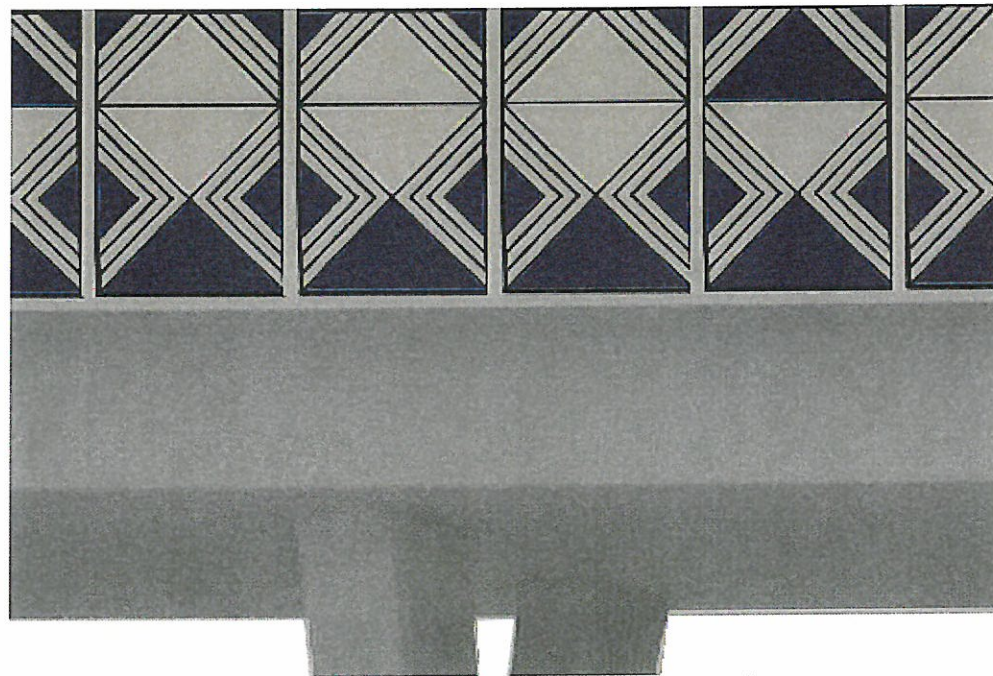
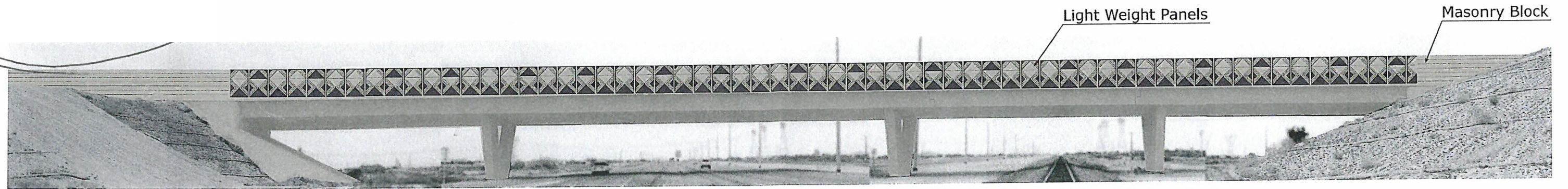
JPA 14-XXXX
Date:6/24/2014
Page 4

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	
	CITY OF SURPRISE AESTHETIC ENHANCEMENTS					
	ESTIMATED COST					
6100026	PAINT STRUCTURE (ACCENT PAINT) (SOUND WALLS)	SQ. FT	10,031	\$0.50	\$5,015.50	
	SUBTOTAL CONSTRUCTION COST (ITEM 3)				\$5,015.50	(A)
	GENERAL CONSTRUCTION ITEMS					
	MAINTENANCE OF TRAFFIC ¹				N/A	
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²				N/A	
	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$50.16	
	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$501.55	
	SUBTOTAL CONSTRUCTION COST (ITEM 3)				\$5,567.21	(B)
	CONTINGENCY ⁵			5% of (B)	\$278.36	
	CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			9% of (B)	\$501.05	
	DESIGN ENGINEERING ⁶			10% of (B)	\$556.72	
	SUBTOTAL COST (ITEM 3)				\$6,903.33	(C)
	INDIRECT COST ALLOCATION PLAN (ICAP) ⁷			9.46% OF (C)	\$653.06	
	ITEM 3 PROJECT TOTAL COST FOR ACCENT PAINT				\$7,556.39	

NOTES:

- Maintenance of Traffic is not applicable
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items (A).
- Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items (A).
- Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost (A).
- Construction Engineering and Contingency is calculated on a percentage basis, 14.0% fixed rate (shown as Contingency @ 5% and CE & A @ 9%) of the construction cost (B).
- Design Engineering is 10% of the construction cost (B)
- Indirect Cost Allocation is 9.46% of the construction and design engineering costs (C) and is subject to change.

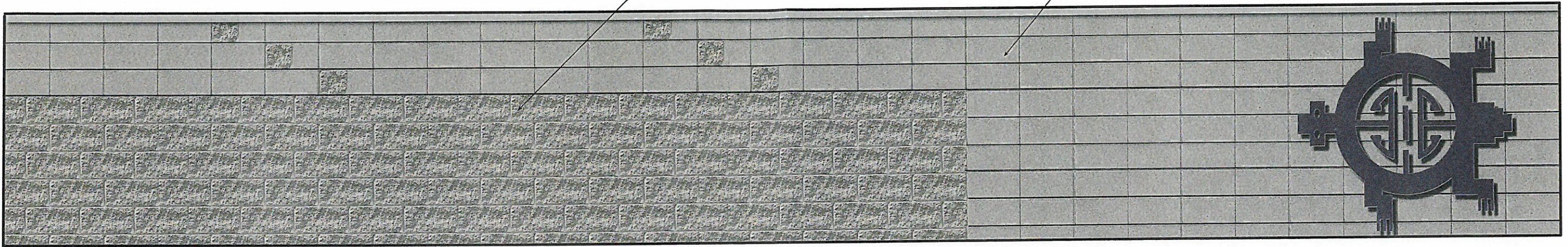
Light Weight Panel Sound Wall on the east side of SR 303L Bridge



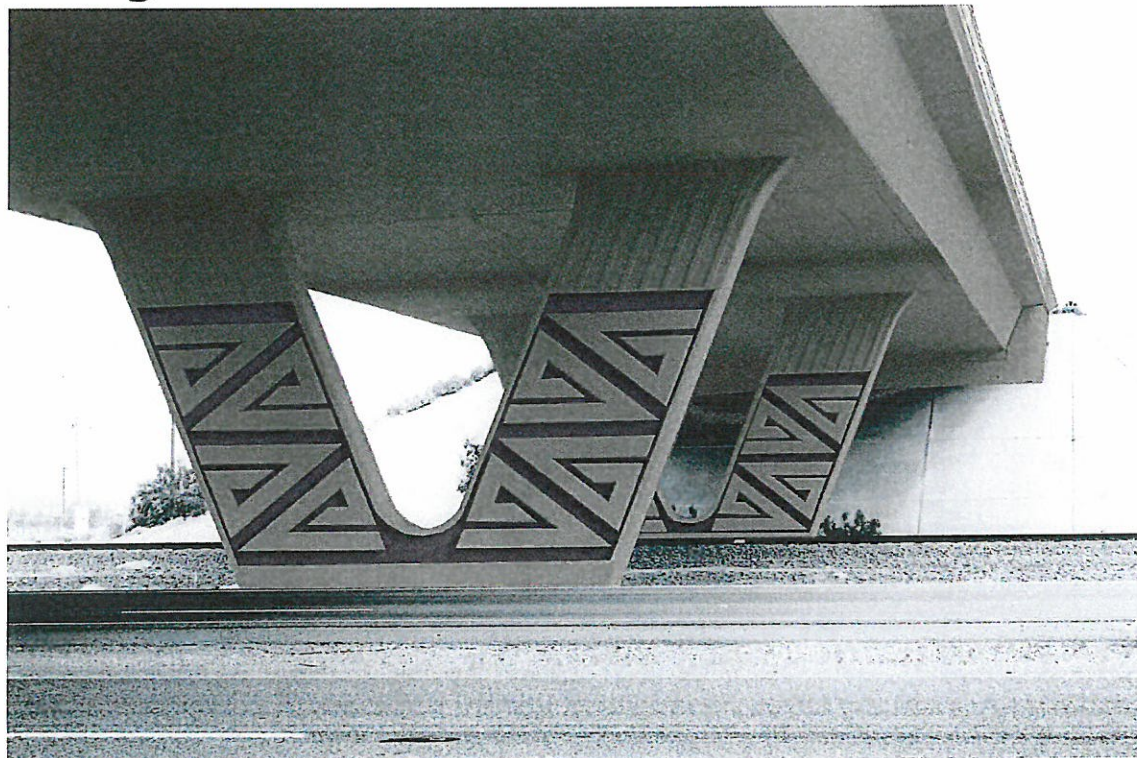
Transitional Masonry Wall

Split Face Surface

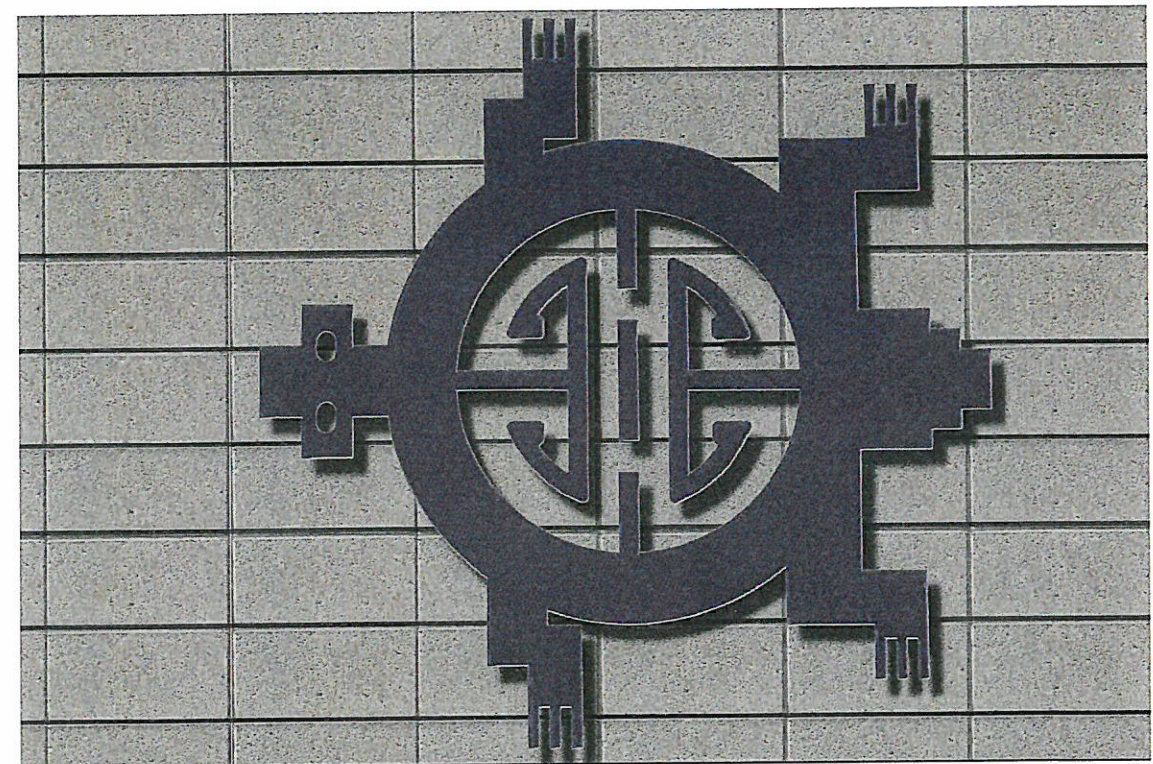
Smooth Surface

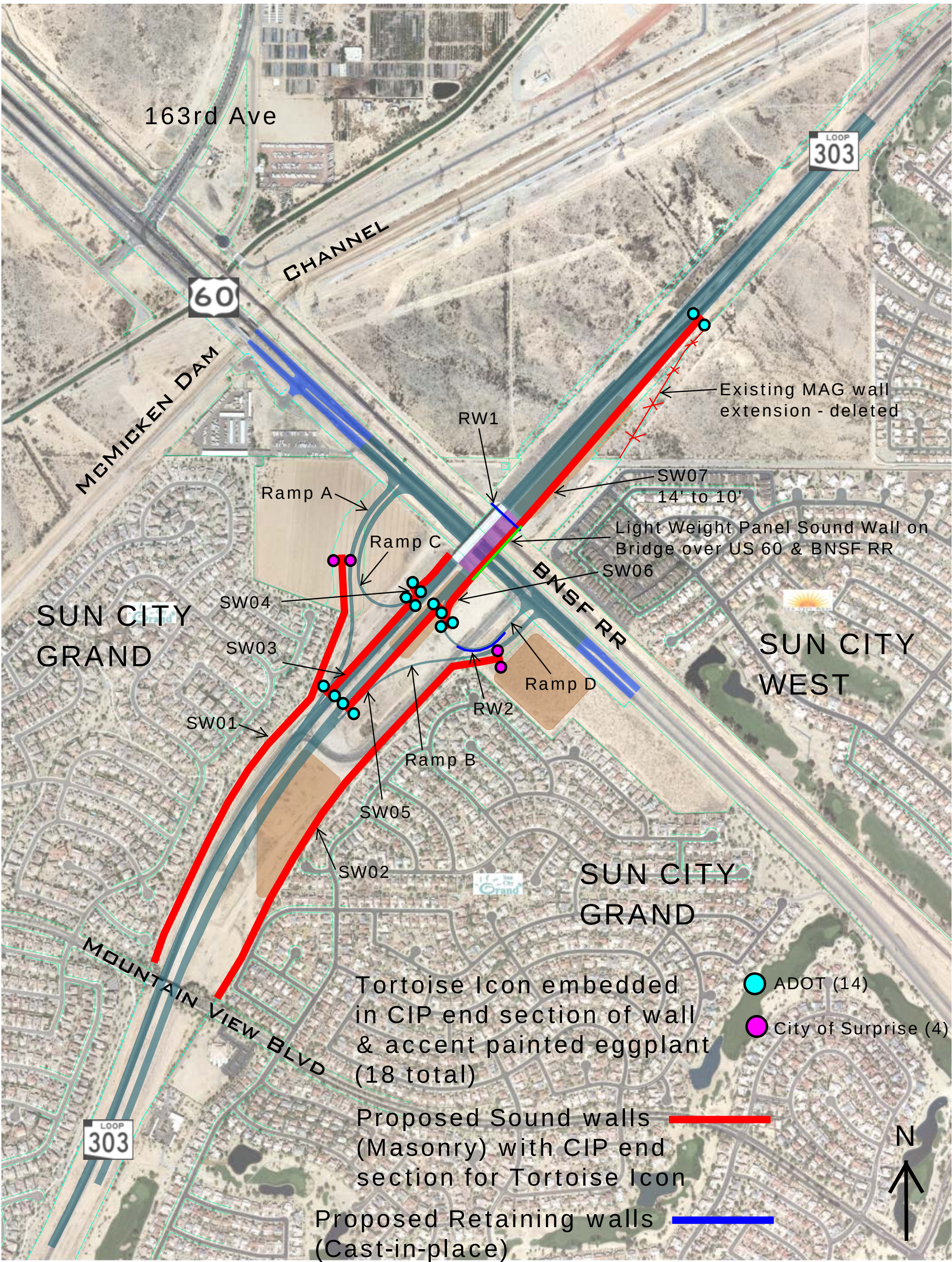


Bridge Pillar Detail



Desert Tortoise Detail





FMS Exhibit 2: Preferred FMS configuration and alignment





Public Works Department
16000 N Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6000
Fax 623-222-6002

August 11, 2014

TO: Mayor and Council Members
FROM: Mike Gent, Interim Director - Public Works
RE: Council questions during August 5, 2014 Council Work Session

Public Works presented this item at the August 5, 2014 Council work session resulting in several Council questions. To ensure the questions are clearly answered, here is a written response:

Item # 3 – Intergovernmental Agreement (IGA) between the City of Surprise and Arizona Department of Transportation (ADOT) for the improvements of State Route 303L from Mountain View Boulevard to Grand Avenue.

(Mayor Wolcott requested clarification regarding the paint color on the existing and new bridge.)

- The primary base color on both the existing and new bridge will be “Koala Bear,” with “eggplant” colored designs on the new bridge walls and on the existing and new bridge pillars – providing continuity and a consistent aesthetic theme throughout this corridor.

(Mayor Wolcott and Vice Mayor Hall requested clarification regarding project timeline and traffic interruptions.)

- Project Timeline – Anticipated construction start date of winter 2014, anticipated completion summer 2016 (approximately 18 months). ADOT will be managing multiple projects in this general area during this timeframe which could potentially cause simultaneous interruptions, although all attempts will be made to minimize traffic interruptions and maintain traffic flow.

(Vice Mayor Hall requested clarification regarding project costs.)

- Total project costs are budgeted at \$45,500,000 (\$45,000,000 Federal Funds and \$500,000 City funds). The City’s budget was based on initial estimates provided by ADOT prior to negotiation. Through negotiating the terms of the proposed IGA, the City’s costs have been reduced to \$100,655 in matching funds with an agreement to pay the difference in actual costs and costs not covered by federal funding, which based on prior experiences is now estimated to be less than \$50,000. The City’s total costs will be significantly less than the programmed budget.

Please let us know if there are any other questions.



CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date: August 18, 2014

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Citywide

Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the meeting minutes of August 5, 2014 Regular Work Session and Regular Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

- ☐ [Minutes](#)
 - ☐ [Minutes](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):

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

Tuesday, August 5, 2014 @ 04:00 PM

A. Call to Order

B. Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 04:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, August 5, 2014**. Also in attendance with Mayor Wolcott were Vice Mayor Hall, Council Member Biundo, Council Member Winters, Council Member Williams, Council Member Villanueva, and Council Member Tande.

Staff City Manager, Bob Wingenroth, City Attorney, Misty Leslie, and City Clerk,
Present: Sherry Ann Aguilar.

C. Pledge of Allegiance

D. Regular City Council Work Session Agenda

Regular City Council Meeting Agenda:

1. **Presentation and discussion of an Ordinance rezoning property known as Mariposa Acres, located at 15851 West Tierra Buena Lane from rural residential (RR) to a medium density zoning district, Ordinance 2014-06 - NO ACTION**

City Planner, Bart Wingard gave an overview regarding ordinance 2014-06 regarding Mariposa Acres.

Council Member Winters spoke of concerns regarding parking spots, 9 for 15 residents.

Regular City Council Work Session Minutes – August 5, 2014 – Page 2

Vice Mayor Hall inquired about other nursing facilities.

Mr. Wingard explained that there is one other facility that is assisted care and has different zoning.

Council Member Villanueva asked if it faces Reems Road.

Mr. Wingard stated that it faces Tierra Buena.

Council Member Biundo inquired about open space.

Mr. Wingard stated yes, in the backyard for this facility and that there is a church in the vicinity that will have some open space.

Mr. Wingard asked the applicant to come forward and address Mayor Wolcott's concerns regarding parking of resident vehicles and common gathering spaces for the residents.

Vice Mayor Hall asked for clarification regarding the estimate.

Gene Stumvoll from Award Realty explained that the facility will be a repeat of the Moon Facility, and that most residents will be elderly and will not have vehicles. There will be nurses on staff 24 hours per day to issue medications, etc.

2. Presentation and discussion of the preliminary plat entitled Sierra Montana Phase 1 North Parcel G, dated February 21, 2014, a property generally located at the northwest corner of Acoma Drive and Cotton Lane; with conditions and stipulations; Resolution # 2014-57 - NO ACTION

Martin Lucero gave an overview of Resolution No. 2014-57 - Sierra Montana Phase 1 North Parcel G.

Council Member Williams questioned the amount of green space and maintaining by HOA's. He also spoke of concerns for allowing for left hand turns with no stop light.

Vice Mayor Hall inquired about the location of lot 20 and expressed concerns also about lack of left hand turn lane access.

Council Member Williams spoke of safety concerns regarding Woodrow Lane and minimal access.

3. **Presentation and discussion pertaining to an Intergovernmental Agreement (IGA) between the City of Surprise and Arizona Department of Transportation (ADOT) for the improvements of State Route 303L (SR303L) from Mountain View Boulevard to Grand Avenue (US60). Resolution No. 2014-68 - NO ACTION**

Mike Mecham gave an overview regarding IGA with ADOT.

Mayor Wolcott expressed concern regarding design/color of bridge.

Mr. Mecham stated that no red color will show.

Council Member Williams asked if the figure could be positioned differently so you can actually see it.

Vice Mayor Hall questioned the financial statement for the item.

4. **Presentation and discussion pertaining to an Intergovernmental Agreement (IGA) between the City of Surprise and Arizona Department of Transportation (ADOT) for the improvements necessary to construct Jomax Road from 147th Avenue to East City limits (133rd Avenue); Resolution 2014-60 - NO ACTION**

Mike Mecham gave an overview regarding an IGA - ADOT for improvements to Jomax Road.

Council Member Villanueva asked for clarification regarding 133rd Avenue.

5. **Presentation and discussion pertaining to Surprise Farms and Veramonte Park Improvements - NO ACTION**

CRS Director, Mark Coronado gave an overview regarding Surprise Farms and Veramonte Park Improvements. Over 60 residents attended the Surprise Farms meeting and were very vocal and expressed their concerns. Mr. Coronado commented that several members of the CRS Commission are present for discussion.

Council Member Williams inquired about the funding and stated that he doesn't want this project delayed any longer.

Regular City Council Work Session Minutes – August 5, 2014 – Page 4

Vice Mayor Hall commented on the skate park location and suggested that it be located more centrally located such as City Hall/Sports Complex area.

Council Member Winters commented that teenagers in Surprise are under served.

Council Member Biundo commented on designs for the skate park and inquired about ongoing maintenance costs.

Council Member Villanueva expressed concern regarding youth being isolated from one community to another. She commented that we need to mix our students from all different areas.

Council Member Tande inquired about the schedule, other projects and a study of Litchfield Road.

Public Comments:

Mike Planeta spoke of a bus tour of Surprise and the splash pad.

Vice Mayor Hall concurred with the study off of Litchfield Road. He asked that this project be expedited.

Mayor Wolcott commented on finding a way for a beginner level, that we are way behind the 8 ball on sports needs for our community and taking action now because we are ready to move forward.

Mr. Coronado asked for clarification regarding seeking different locations for the skate park at Surprise Farms.

Public Comments:

Connie Brison - Surprise Farms resident, I am so excited to be able to go back to our HOA and tell everyone that this is going to happen. Bigger splash pad would be desirable.

David Harvey - Veramonte resident, thanked Council for the opportunity. My home backs up to one of the parks, we already have issues with noise, etc., due to no lighting and that would be my number one concern for safety issues. Traffic issues will also be a concern.

Arnetta Harvey - Concerns same as my husband, the cops have been there many times for incidents at the park. Why must it be built right in a family area.

Regular City Council Work Session Minutes – August 5, 2014 – Page 5

Wendell Grasee - Resident of Veramonte, commend the CRS Commission and city officials, I was skeptical but they did an accurate job on listing our concerns. The lighting issue has been addressed as far as I am concerned. Traffic issues are my main concern. Please consider a road coming out of community onto Litchfield Road.

Richard Dornfield - Lighting is a concern, but it appears that the lighting will work out. My concern is traffic. I can assure you the traffic is going to be severe.

Rose Dentice - Thanked staff for their efforts, they listened to us and addressed our concerns. One issue that hasn't been addressed is the traffic situation.

6. Discussion of a proposed Council Policy & Procedure Manual, addressing Council rules of conduct and demeanor, parliamentary rules, use of city resources, reimbursements, and implementation/enforcement - POSTPONED TO NEXT WORK SESSION

E. Call to the Public - None

Council Member Biundo made the motion to recess the Regular City Council Work Session at 5:58 PM. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

F. Executive Session

Discussion/consultation with the City Attorney to receive legal advice; and to consider its position on pending/contemplated litigation regarding development on property bounded by Bell, Litchfield, Greenway and Bullard Roads. (A.R.S §38-431.03(A)(3)&(4))

G. Adjournment:

Council Member Tande made the motion to adjourn the Regular City Council Work Session of August 5, 2014 at 6:32 PM. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

Regular City Council Work Session Minutes – August 5, 2014 – Page 6

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, August 5, 2014.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, August 5, 2014 @ 06:34 PM

A. Call to Order

B. Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:34 PM at Surprise City Hall Council Chamber 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, August 5, 2014**. Also in attendance with Mayor Wolcott were Vice Mayor Hall, Council Member Biundo, Council Member Winters, Council Member Williams, Council Member Villanueva, and Council Member Tande.

Staff City Manager, Bob Wingenroth; City Attorney, Misty Leslie and City Clerk,
Present: Sherry Ann Aguilar.

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

Mayor Wolcott read aloud a proclamation in support of Drowning Safety Awareness Month - August 2014.

E. City Manager Report

City Manager, Bob Wingenroth - Surprise Fire & Medical acknowledgement, saved a resident's life. Mr. & Mrs. Clark. Fire Chief Abbott made the announcement of recognition.

F. City Attorney Report

G. Regular City Council Meeting Agenda:

Consent Agenda

1. Consideration and action on Resolution No. 2014-77; A Resolution of the City of Surprise, Maricopa County, Arizona, authorizing the city to enter into Victim Assistance Grant Program Federal Grant # 2014-VA-GX-00XX CFDA #16-575 with the Department of Public Safety, State of Arizona, to accept a grant in support of the Victim Assistance Program - APPROVED
2. Consideration and action on the minutes of June 10, 2014 Special City Council Meeting, June 17, 2014 Regular City Council Work Session and Regular City Council Meeting - APPROVED
3. Consideration and action authorizing the City Manager to accept a grant for \$30,118 from Arizona Department of Public Safety Victim of Crime Act Grant for the Criminal Division of the City Attorney's Office - APPROVED
4. Consideration and action approving a final plat entitled The Retreat at Sycamore Farms Parcel 12, Phase 2, dated June 10, 2014, a property generally located at the southwest corner of North 165th Drive and Cholla Street; Resolution #2014-76 - APPROVED

Regular Agenda Item - Non Public Hearing

5. Presentation and discussion pertaining to the Summer Youth Employment Program - NO ACTION

Christina Ramirez conducted the presentation to the Summer Youth Employment Program.

Awards presentation by Mayor/Vice-Mayor:

Bianca Garcia
Briana Hennessey
Shekira Jackson

Regular City Council Meeting Minutes – August 5, 2014 – Page 3

Matteo Chirco
Sebastian Waterman
Jasmine Dorn
Gilbert Chavez
Jaylah Abbey
Trisha Bustamante
Sydney Carter
Angelica Murillo
Tevin Sigl
Ashley Courlivant
Demian Welker
Nathan Curtis
Dakota Diaz
Mariyah Housari
Nyssa Hampton
Patricia Vasquez
Luke Antoniades

6. Consideration and action pertaining to an agreement with the Greater Phoenix Economic Council for marketing services in the amount of \$53,480; Resolution 2014-72 - APPROVED

Mike Hoover and Brad Smidt, Senior Vice President spoke of GPEC's Background, the relationship with GPEC and highlights of the agreement.

Vice Mayor Hall commented on the great job they are doing, especially in the south-east valley. He further commented that Surprise needs their help in the northwest valley and that we are ready for a major employment opportunity for Surprise.

Council Member Tande questioned exhibit "C" and stated that it doesn't match the presentation. He commented that 90% of our residents drive out of Surprise for employment and that we need to keep them here.

Council Member Winters made the motion to approve an agreement with the Greater Phoenix Economic Council for marketing services in the amount of \$53,480; Resolution 2014-72. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

7. **Consideration and action on Resolution 2014-75, authorizing the City Manager or his designee to conduct all negotiations and sign an intergovernmental agreement with the City of Phoenix to provide the City of Surprise Police Department the ability to directly access records contained in their Records Management System (RMS) -APPROVED**

Asst. Chief, Terry Young gave an overview of Resolution No. 2014-75.

Council Member Williams made the motion to approve Resolution 2014-75, authorizing the City Manager or his designee to conduct all negotiations and sign an intergovernmental agreement with the City of Phoenix to provide the City of Surprise Police Department the ability to directly access records contained in their Records Management System (RMS). Council Member Biundo seconded the motion. Seven yes votes. Motion carried.

8. **Consideration and action on an Intergovernmental Agreement with Maricopa County as a subrecipient to reallocate HOME Investment Partnership Funds by Maricopa County Consortium and amending the Fiscal Year 2015 budget by reallocating \$124,800 from the Grants and Contingency Fund to the Neighborhood Revitalization Fund; Resolution 2014-80 - APPROVED**

Christina Ramirez, Neighborhood Services Manager reported on the IGA for items 8 and 9.

Vice Mayor Hall stated that this is great initiative.

Council Member Biundo made the motion to approve an Intergovernmental Agreement with Maricopa County as a subrecipient to reallocate HOME Investment Partnership Funds by Maricopa County Consortium and amending the Fiscal Year 2015 budget by reallocating \$124,800 from the Grants and Contingency Fund to the Neighborhood Revitalization Fund; Resolution 2014-80. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

9. **Consideration and action on an Intergovernmental Agreement with the Town of Gilbert to reallocate HOME funds for the construction of replacement homes under the HOME program in the amount of \$124,800; Resolution 2014-79 - APPROVED**

Regular City Council Meeting Minutes – August 5, 2014 – Page 5

Council Member Williams made the motion to approve an Intergovernmental Agreement with the Town of Gilbert to reallocate HOME funds for the construction of replacement homes under the HOME program in the amount of \$124,800; Resolution 2014-79. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

10. Consideration and action to move the Regular Work Session and Regular Council Meeting scheduled for Tuesday, August 19, 2014 to Monday, August 18, 2014 due to the Arizona League of Cities and Towns Conference - APPROVED

Council Member Tande made the motion to approve moving the Regular Work Session and Regular Council Meeting scheduled for Tuesday, August 19, 2014 to Monday, August 18, 2014 due to the Arizona League of Cities and Towns Conference. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

H. Call to the Public - None

I. Other Business

Vice Mayor Hall - drafting an Ordinance for penalties for people who leave their children in cars.

Council Member Williams - Prioritization of CIP

Council Member Villanueva - Direction for Council unity to work together as a whole city, not individual districts.

Council Member Tande: Report on City's Funding Operations

J. Mayor/Council Reports

Mayor and Council attended and/or reported on the following:

Council Member Villanueva- Attended NALEO conference in San Diego, CA. in July; packed 1000 bags for the Veteran's; OTS cleanup going well. South side done, now moving onto the North side.

Regular City Council Meeting Minutes – August 5, 2014 – Page 6

Council Member Williams - First day of school for many districts tomorrow. Proud of the progress that Dysart has made and the direction they are going. Academy for parents at Shadow Ridge;

Council Member Tande - Economic Development news

Council Member Biundo - Council Conversations with Dr. Pletnik; AZ Charter Academy School kick-off; WESTMARC Gubernatorial Forum; West Valley Arts Council Grand Opening;

Mayor Wolcott - Announcement - Fiesta Surprise Grande - First Annual, October 4th, 2014.

Council Member Biundo made the motion to recess into executive session at 8:08 PM. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

K. Executive Session

- 11. Discussion/consultation with the City Attorney to receive legal advice; and to consider its position, and to provide instruction/direction regarding compensation and contract terms regarding an employment contract for the position of City Manager pursuant to A.R.S. §38-431.03(A)(1), (3) &(4).**

L. Adjournment

Council Member Williams made the motion to adjourn the Regular City Council Meeting of August 5, 2014 at 8:42 PM. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

Regular City Council Meeting Minutes – August 5, 2014 – Page 7

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, August 5, 2014.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 18, 2014	Contact Person:	Lindsey Duncan, Acting Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion regarding the FY2014 Budget Status Report through May 2014.

Motion:

None.

Background:

None.

Financial Impact Statement:

The attached presentation provides an update of the year to date revenue and expenditures for the general fund through May 2014.

ATTACHMENTS:

Click to download

☐ [Monthly Budget Status Report YTD May](#)

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):

Lindsey Duncan, Acting Finance Director

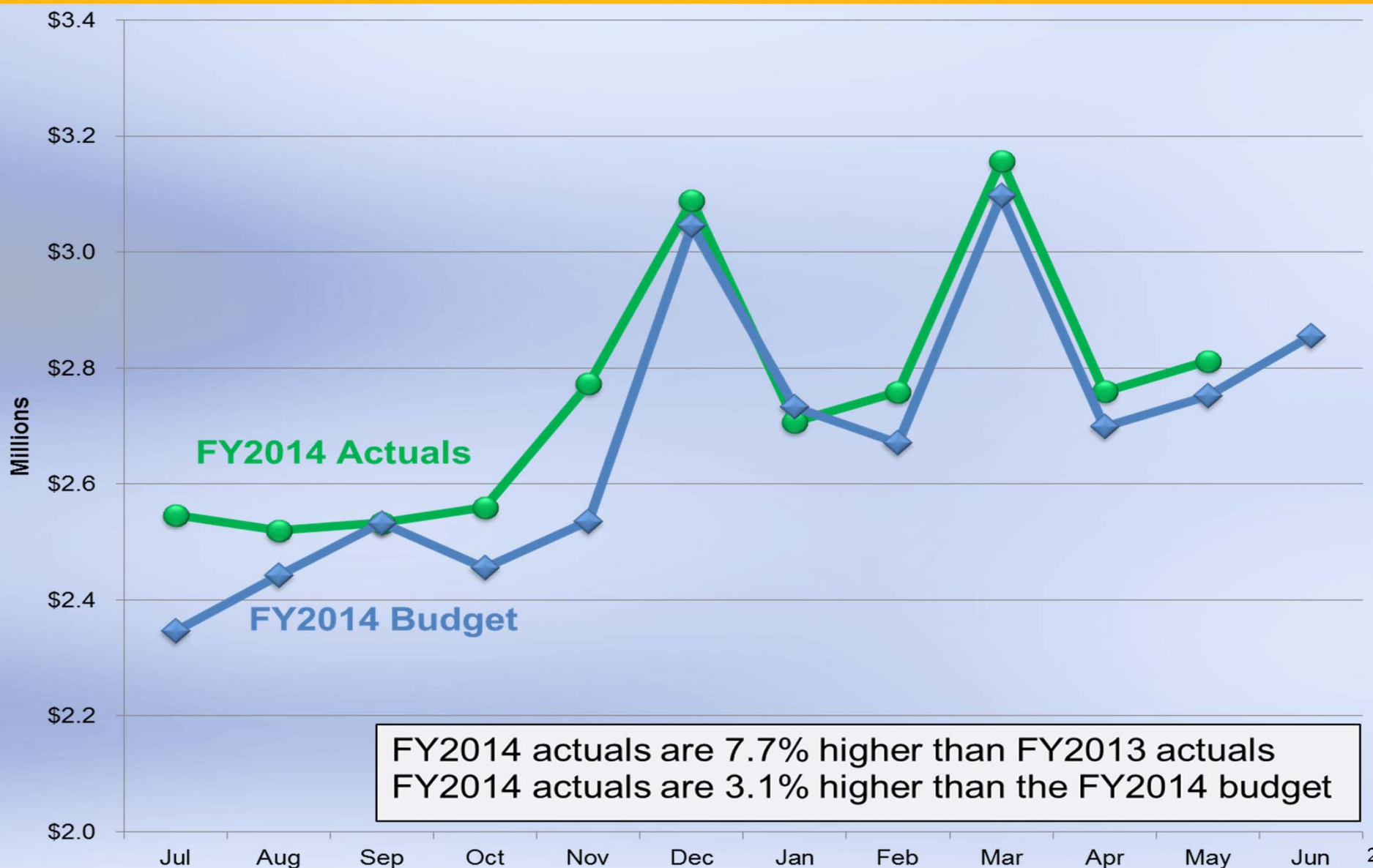
FY2014 Monthly Budget Status Report

as of May 2014

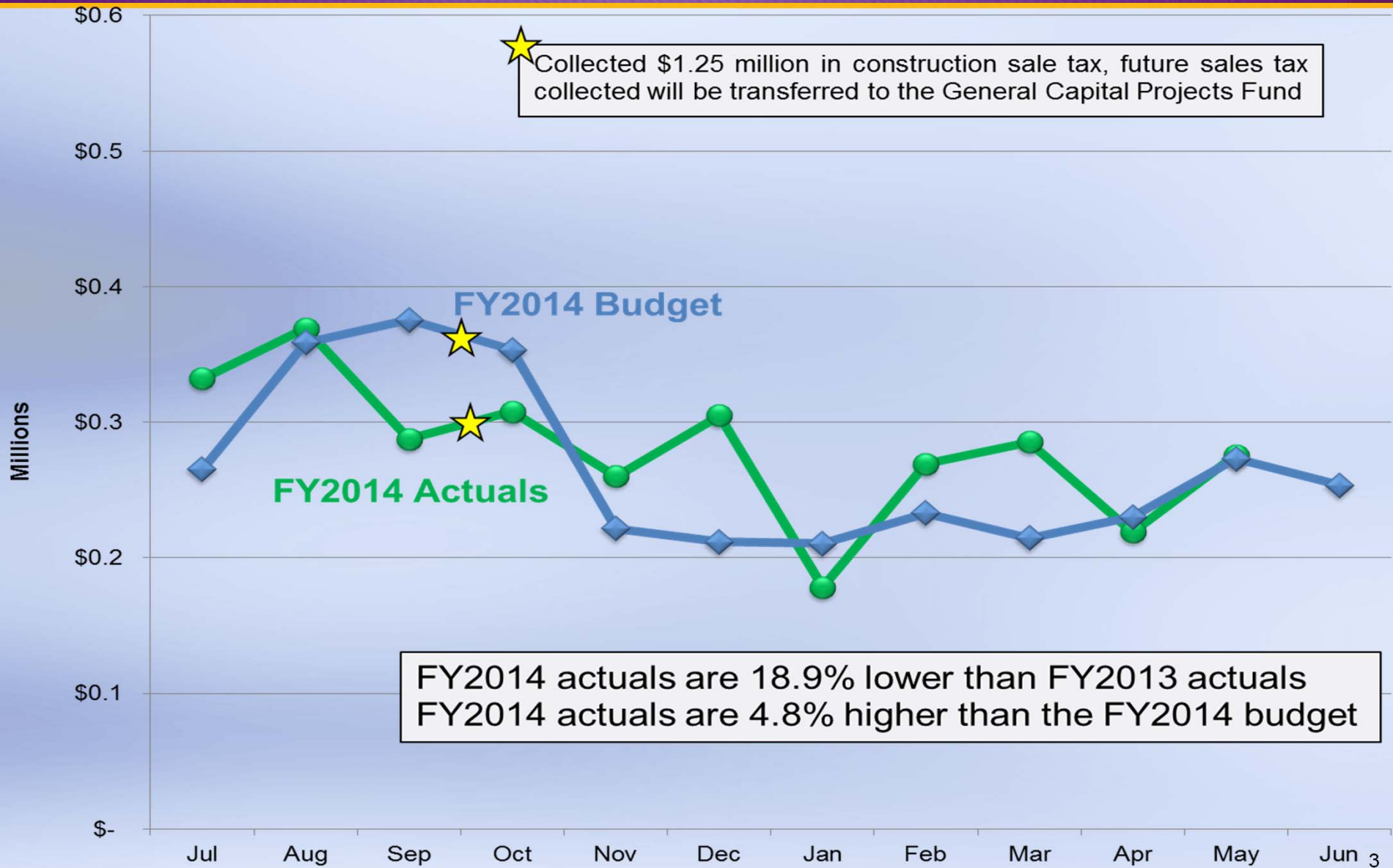
August 18, 2014



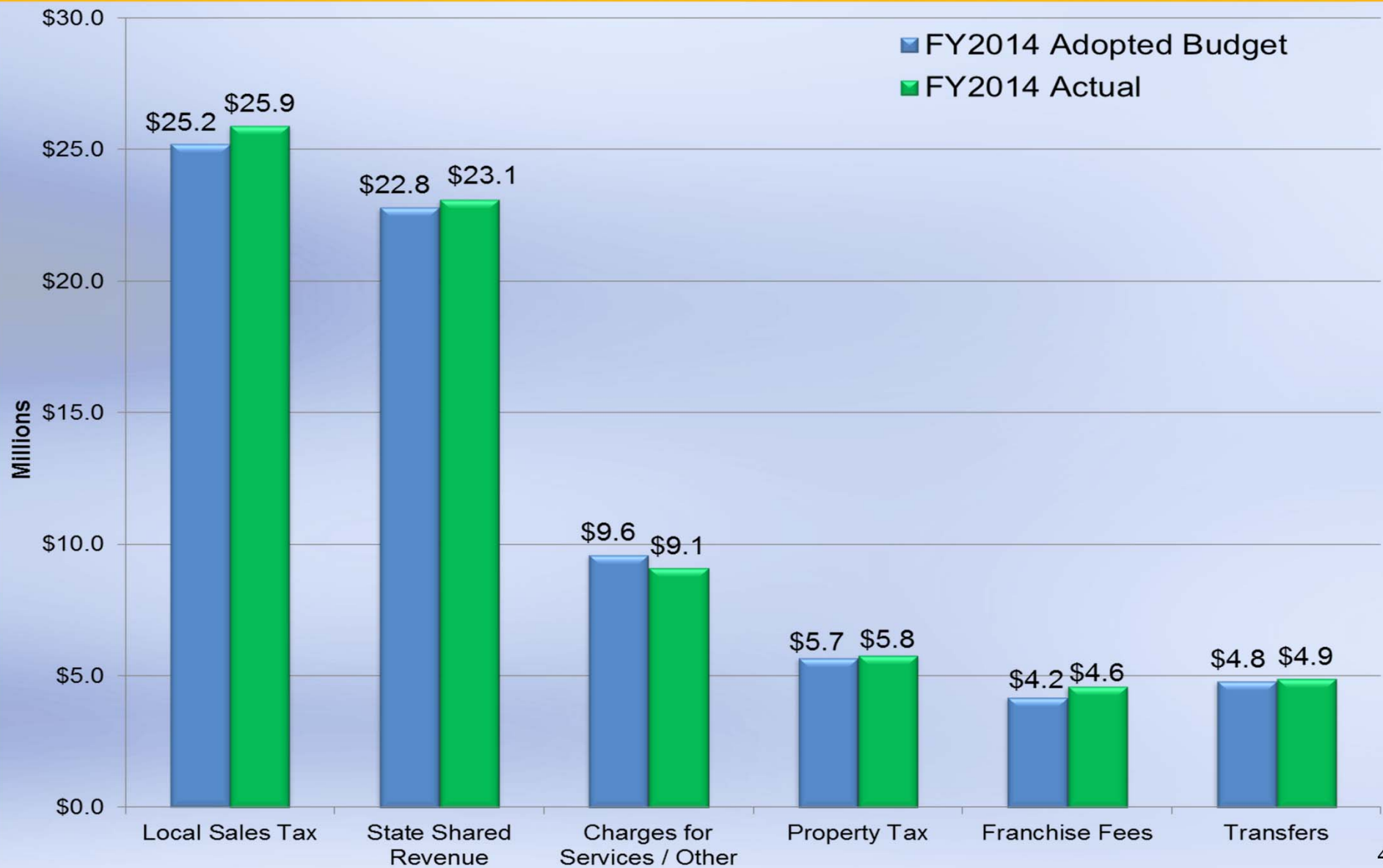
Sales Tax (Excluding Construction)



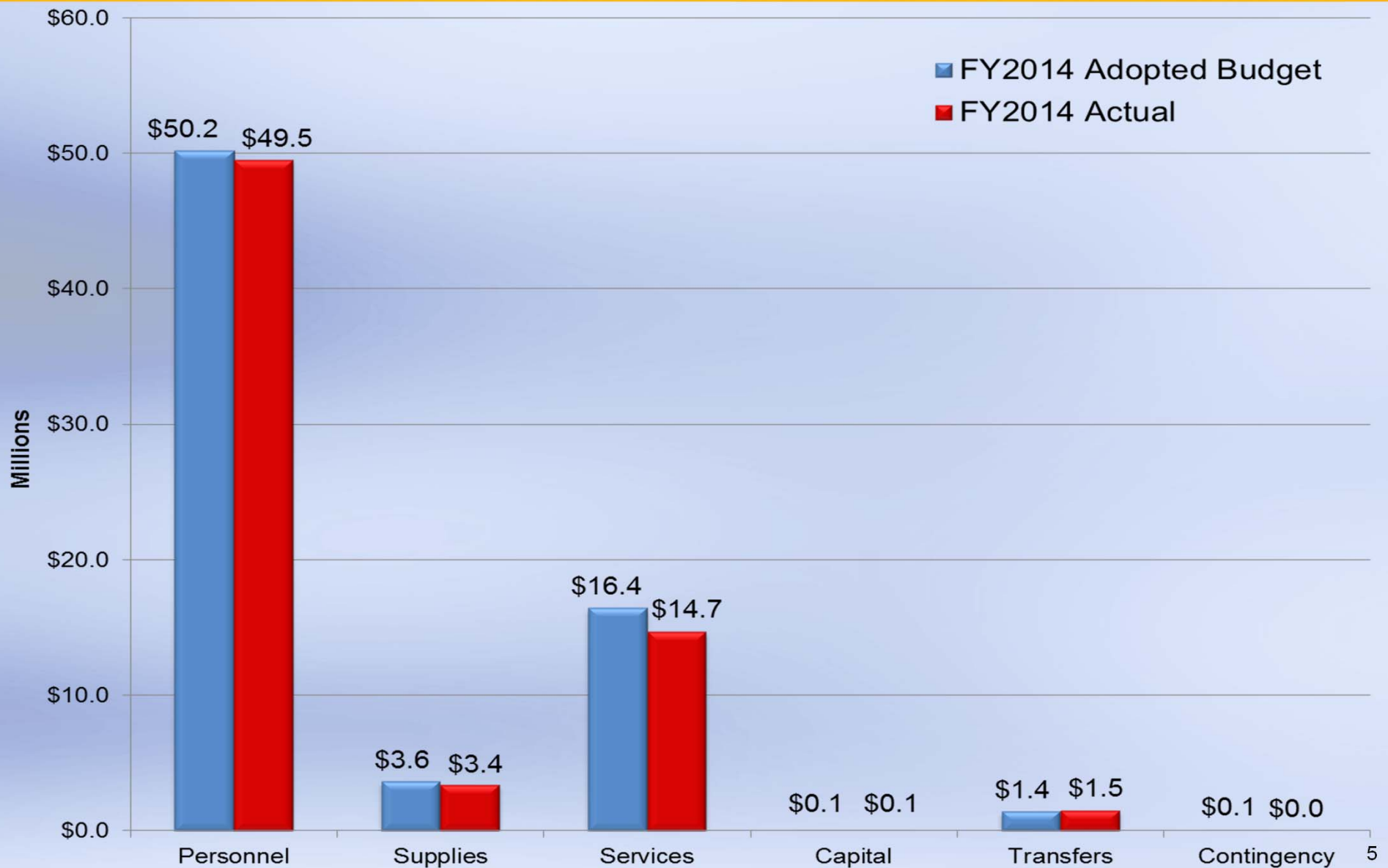
Construction Sales Tax



FYTD Resources by Category



FYTD Expenditures by Category



FYTD Results – General Fund

(in millions)



General Fund	FY2014 Estimate
Beginning Balance (Actual)	\$ 17.6
Total Resources	\$ 88.7
Total Expenditures	\$ 77.1
Ending Balance	\$ 29.2

FY2014 Monthly Budget Status Report

as of May 2014





CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 18, 2014	Contact Person:	VM Skip Hall & CM Jim Biundo
Submitting Department:	City Clerk	District:	5
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Discussion and action commissioning a small monument in memoriam of Medal of Honor Recipient, Staff Sergeant Nick Bacon, a former Surprise Town Manager, at a cost not to exceed \$7,000; Resolution No. 2014-88.

Motion:

I move to approve Resolution 2014-88.

Background:

City Clerk, Sherry Aguilar presented a powerpoint to the Mayor and City Council on May 6, 2014 outlining possible sites at the City Hall Complex for a memorial in honor of Nick D. Bacon, Congressional Medal of Honor Recipient. This action will be to select a specific site and direct staff to proceed with the design and layout of an appropriate memorial that coincides with current architecture for the complex. • CITATION - For conspicuous gallantry and intrepidity in action at the risk of his life above and beyond the call of duty. S/Sgt. Bacon distinguished himself while serving as a squad leader with the 1st Platoon, Company B, during an operation west of Tam Ky. When Company B came under fire from an enemy bunker line to the front, S/Sgt. Bacon quickly organized his men and led them forward in an assault. He advanced on a hostile bunker and destroyed it with grenades. As he did so, several fellow soldiers including the 1st Platoon leader, were struck by machine gun fire and fell wounded in an exposed position forward of the rest of the platoon. S/Sgt. Bacon immediately assumed command of the platoon and assaulted the hostile gun position, finally killing the enemy gun crew in a single-handed effort. When the 3d Platoon moved to S/Sgt. Bacon's location, its leader was also wounded. Without hesitation S/Sgt. Bacon took charge of the additional platoon and continued the fight. In the ensuing action he personally killed 4 more enemy soldiers and silenced an antitank weapon. Under his leadership and example, the members of both platoons accepted his authority without question. Continuing to ignore the intense hostile fire, he climbed up on the exposed deck of a tank and directed fire into the enemy position while several wounded men were evacuated. As a result of S/Sgt. Bacon's extraordinary efforts, his company was able to move forward, eliminate the enemy positions, and rescue the men trapped to the front. S/Sgt. Bacon's bravery at the risk of his life was in the highest traditions of the military service and reflects great credit upon himself, his unit, and the U.S. Army.

Financial Impact Statement:

Not to exceed \$7,000.

ATTACHMENTS:

Click to download

☐ [Resolution](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

RESOLUTION # 2014-88

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
SURPRISE, ARIZONA DIRECTING THE CITY MANAGER TO CREATE
A SMALL MONUMENT IN MEMORIAM OF MEDAL OF HONOR
RECIPIENT, STAFF SERGEANT NICK BACON, A FORMER SURPRISE
TOWN MANAGER.**

WHEREAS, Nick Daniel Bacon became a Surprise resident in the 1950's;

WHEREAS, at the age of 17, Nick Bacon joined the armed services and served in the US Army as Staff Sergeant, Company B, 4th Battalion, 21st Infantry, 11th Infantry Brigade, American Division, from 1963 to 1984;

WHEREAS, Staff Sergeant Bacon, on August 26, 1968, distinguished himself during an operation west of Tam Ky, Vietnam, and showed great bravery and leadership on the battlefield for which he was awarded the Medal of Honor; and

WHEREAS, Nick Bacon served as the Town Manager for Surprise, Arizona from 1986 to June 1990.

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

Section 1. The Mayor and City Council do hereby direct the City Manager to create a small monument in memoriam of Medal of Honor recipient Nick Bacon to be located in the City Hall Plaza immediately south of the Mayor's Atrium.

Section 2. The cost of the small monument is not to exceed \$7,000.

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 18, 2014	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	3
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	x	Report/Discussion
---------	---------	----------------	---	-------------------

Agenda Wording:

Consideration and action on the Sierra Montana Phase 1 North Lot G preliminary plat, dated February 21, 2014, a property generally located on the Northwest Corner of Cotton Lane and Acoma Drive, with conditions and stipulations; Resolution# 2014-57.

Motion:

I move to approve Resolution 2014-57.

Background:

Lot G falls within Parcel 17 of the approved Sierra Montana PAD of which 118 single-family residential units are allowed. To date 72 units have been built in Parcel 17. The underlying zoning of this property is low-density residential which allows for a gross density range of 3-5 du/ac. The proposal for Lot G is to plat 33 single-family residential lots on a 11.39 acre vacant property for a gross density of 3.68 du/ac, which is within the approved density range.

Financial Impact Statement:

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

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Resolution and Plat](#)
 - ☐ [Vicinity Map](#)
 - ☐ [Preliminary Wall Plan](#)
 - ☐ [Preliminary Landscape Plan](#)
 - ☐ [Neighborhood Meeting Summary](#)
 - ☐ [Presentation](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

Martin Lucero, Transportation Planning Manager



COMMUNITY DEVELOPMENT

Date: August 18, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Director
Martin Lucero, Transportation Planning Manager
martin.lucero@surpriseaz.gov 623-222-3142

Re: FS14-085 – Preliminary Plat for Sierra Montana Parcel G

Application Summary

The applicant is requesting an approval for a Preliminary Plat entitled Sierra Montana Phase 1 North Lot G. The proposed plat consists of 33 single-family residential lots on a gross 11.39 acre vacant property.

Location

Sierra Montana Phase 1 North Lot G is located on the northwest corner of Acoma Drive and Cotton Lane. It is located within the Sierra Montana Planned Area Development (PAD).

Project Summary

Lot G falls within Parcel 17 of the approved Sierra Montana PAD of which 118 single-family residential units are allowed. The already developed portion of Parcel 17 is 17.24 acres and Lot G is 11.39 acres in size. To date 72 units have been built in Parcel 17. The underlying zoning of this property is low-density residential which allows for a gross density range of 3-5 du/ac. The proposal for Lot G is to plat 33 single-family residential lots for a gross density of 3.68 du/ac, which is within the approved density range. The proposed Preliminary Plat includes all infrastructure improvements, including streets, open space, and the drainage easement that buffers the development from Cotton Lane. As part of this Preliminary Plat, Cotton Lane will be widened to the full width.

Lot G will be developed with minimum lot size of 53' x 110'.

Traffic

A traffic statement was performed by JMO Traffic Technologies. Within the analysis all turning movements for the development were performed. It was shown that the full access at Woodrow Ln, the north entrance of Parcel G, did not have any significant impact on the level of service along Cotton Ln.

Additionally, with the winding of Cotton Ln to its full width, the transportation lane configuration will match Cotton Ln, north of Greenway. This will also allow Cotton Ln to have the appropriate striping and signage to allow all turning movements at Woodrow Ln. There was no finding that warranted the restriction of the turning movements.

Cut-through traffic is a result of drivers trying to avoid a congested intersection. The analysis demonstrated that as development increased to the East, future congestion may warrant the addition of a signal at Acoma or the addition of future traffic calming devices. However, current traffic conditions and future conditions for this development would still provide a level of service of A for north and south bound traffic and a level of service C for east Bound movements. (Currently the City of Surprise accepts levels of service D or better for all roadway intersections.) With these findings it is not anticipated that cut-through traffic would be anticipated.

If cut-through traffic is found to become an issue it most likely will occur at the time of the development of Prasada and could be handled accordingly to improve traffic flow along Cotton Ln. Additionally other treatments such as truncated domes, pork chop islands or traffic cushions could be explored to either limit access or discourage cut-through traffic at minimal cost.

Landscaping

The proposed landscaping has minimal turf as outlined in the original Sierra Montana PAD for its entrance of the full development and the remaining portion consisting of desert tolerant landscaping. The water usage and maintenance of the proposed vegetation should be minimal once established.

Neighborhood Meeting

A neighborhood meeting was held on May 5, 2014 at the Sierra Montana Recreation Center. A summary of the meeting is attached.

Economic Impact

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

History

- On September 14, 2000, the Mayor and City Council approved the annexation of the property into the City of Surprise.
- The subject site is part of the Sierra Montana Planned Area Development approved by the Mayor and City Council in 1999.
- On June 5, 2014 Planning and Zoning Commission approved FS14-085 with conditions.

Economic Impact

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

Findings

1. Staff finds that the proposed preliminary plat complies with the Surprise General Plan.
2. Staff finds that the proposed preliminary plat complies with the Surprise Municipal Code.
3. Staff finds that the proposed preliminary plat complies with the Sierra Montana PAD.

Recommendation

Approval of resolution 2014-57 with conditional and stipulation:

- a. All sidewalks with ADA ramps will be shown on the final landscape plans.
- b. Include pedestrian access from Lisbon Lane into the adjoining community, only with the agreement of the adjoining community.
- c. Create a Home Owners Association (HOA) in compliance with Sierra Montana PAD and city HOA requirements.

Attachment

Vicinity map, preliminary plat, preliminary landscape plan, preliminary wall plan, and neighborhood meeting summary.

RESOLUTION #2014-57

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A PRELIMINARY PLAT ENTITLED "SIERRA MONTANA PHASE 1 NORTH LOT G," GENERALLY LOCATED AT NORTHWEST CORNER OF ACOMA DRIVE AND COTTON LANE.

WHEREAS, on September 14, 2000 the Mayor and City Council approved the Sierra Montana Planned Area Development; and,

WHEREAS, the proposed Preliminary Plat is in compliance with the Surprise Municipal Code and Surprise General Plan.

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

Section 1. The Preliminary Plat entitled "Sierra Montana Phase 1 North Lot G," dated February 21, 2014 is approved.

Section 2. Approval of this preliminary plat is contingent on the Owner of the property complying with the following condition:

- a. All sidewalks with ADA ramps will be shown on the final landscape plans.

APPROVED AND ADOPTED this _____ day of _____ 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

PRELIMINARY PLAT
SIERRA MONTANA PHASE 1 NORTH LOT "G"

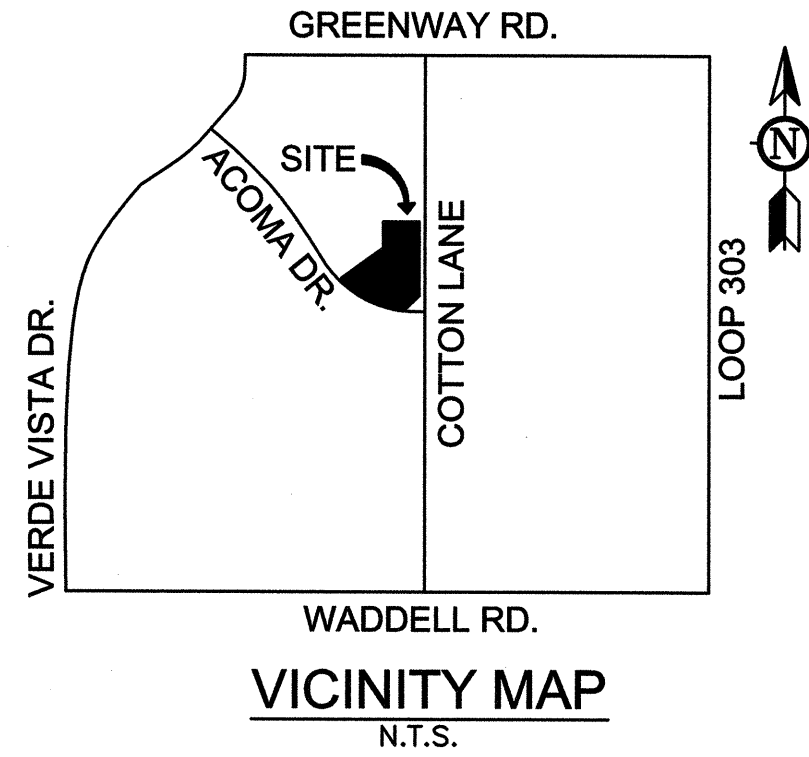
LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION:

PARCEL G, SIERRA MONTANA PHASE 1 NORTH, ACCORDING TO BOOK 601 OF MAPS, PAGE
39, RECORDS OF MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THAT PORTION OF SECTION 11, TOWNSHIP 3 NORTH,
RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY,
ARIZONA, WHICH WAS CONVEYED TO THE CALIFORNIA, ARIZONA AND SANTA FE RAILWAY
COMPANY IN WARRANTY DEED RECORDED OCTOBER 27, 1927 IN BOOK 215 OF DEEDS, PAGE
133, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT 1/2 OF ALL OIL, GAS AND MINERALS AS RESERVED IN WARRANTY DEED RECORDED
JANUARY 8, 1952 IN DOCKET 854, PAGE 212, RECORDS OF MARICOPA COUNTY, ARIZONA.



LEGEND EXISTING

- WATER VALVE
- SANITARY SEWER MANHOLE
- LIGHT POLE WITH MAST
- POWER POLE
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL JUNCTION BOX
- TRAFFIC SIGNAL MAST
- ELECTRIC METER
- GATE
- SIGN
- TREE
- SAGUARO
- SANITARY SEWER LINE
- WATER LINE
- TELEPHONE LINE
- ELECTRIC LINE
- GAS LINE
- OVERHEAD ELECTRIC LINE
- CABLE TV LINE
- DOUBLE DOWNGUY
- DOWNGUY
- GAS LINE MARKER
- GAS VALVE
- CABLE TV RISER
- TELEPHONE RISER
- IRRIGATION CONTROL VALVE
- FACE OF CURB
- ELECTRIC CABINET
- EDGE OF PAVEMENT
- ELECTRIC TRANSFORMER
- PROPERTY LINE
- FOUND CITY OF SURPRISE BRASS CAP FLUSH
- FOUND CITY OF SURPRISE BRASS CAP IN HANDHOLE
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR WITH CAP R.L.S. #45763
- MEASURED DIMENSION
- RECORD DIMENSION
- BRASS CAP FLUSH
- CONTOURS

LEGEND PROPOSED

- FIRE HYDRANT
- WATER VALVE
- CONTOURS
- FLOW DIRECTION
- I.E. INVERT ELEVATION

DEVELOPMENT STANDARDS

MINIMUM LOT SIZE	5500 S.F.
MINIMUM LOT WIDTH	50'
MINIMUM LOT DEPTH	110'
MINIMUM SETBACKS	
FRONT-GARAGE FACE	18'
TOTAL BOTH SIDES	13'
MINIMUM SIDE YARD	8' AND 5'
REAR YARD	15'
CORNER SIDE	13'

SITE DATA

EXISTING ZONING	PAD LDR
GROSS ACREAGE	11.39
NET ACREAGE	9.50
GROSS DENSITY	2.90 UNITS/AC.
NET DENSITY	3.47 UNITS/AC.
OPEN SPACE REQUIRED	1.43 AC.
OPEN SPACE PROVIDED	3.04 AC.
LOTS PROVIDED	33
R/W ACREAGE	1.74

OPEN SPACE USAGE TABLE

TRACT ID	TRACT AREA (AC.)	USAGE *	OWNER AND MAINTENANCE RESPONSIBILITY
TRACT 1	.02	1,2	H.O.A.
TRACT 2	.53	1,2	H.O.A.
TRACT 3	.01	1,2	H.O.A.
TRACT 4	.01	1,2	H.O.A.
TRACT 5	.22	1,2	H.O.A.
TRACT 6	2.24	1,2,3	H.O.A.
USAGE * 1. OPEN SPACE 2. LANDSCAPE 3. DRAINAGE			

UTILITY COMMITMENT TABLE

UTILITY	COMPANY
WATER	EPCOR
SEWER	CITY OF SURPRISE
ELECTRIC	APS
GAS	SOUTHWEST GAS
TELEPHONE	CENTURYLINK
CABLE T.V.	COX COMMUNICATIONS

OWNER/DEVELOPER

D.R. HORTON, INC
20410 N. 19TH AVE. SUITE 100
PHOENIX, AZ 85027
CONTACT: HOLLY R. JAMES, V.P.
PHONE: (480) 483-0006
FAX: (480) 368-1088

BENCHMARK

CITY OF SURPRISE BRASS CAP FLUSH AT
THE INTERSECTION OF COTTON LANE AND
ACOMA DRIVE, STAMPED "BM 32-3".
ELEVATION=1255.87 NAVD88

ENGINEER

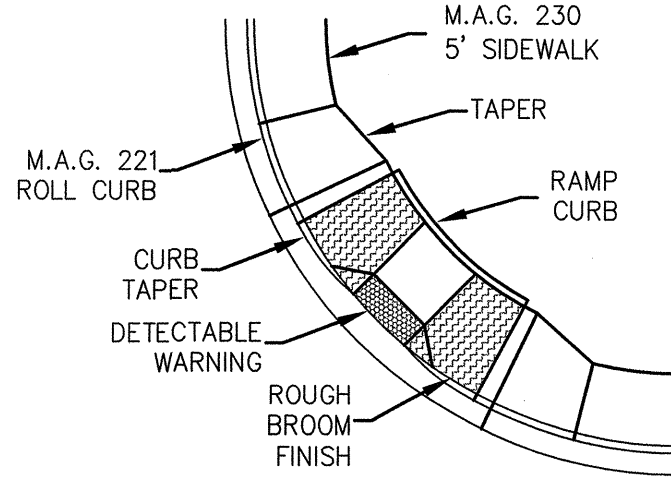
PROJECT DESIGN CONSULTANTS
7330 N. 16TH ST. SUITE A-314
PHOENIX, AZ 85020
CONTACT: ROBERT B. MURPHY, P.E.
PHONE: (602) 508-0700
FAX: (602) 508-0745

BASIS OF BEARING

BEARINGS ARE BASED ON THE EAST LINE OF THE
NORTHEAST 1/4 OF SECTION 11, T3N, R2W, WHICH
BEARS N00°24'54"E BETWEEN THE EAST 1/4
CORNER OF SECTION 11 AND THE NORTHEAST
CORNER OF SECTION 11. (PER RECORD OF SURVEY
PLSS SUBDIVISION MARICOPA COUNTY GDACS
BOOK 661, PG. 18, M.C.R.).

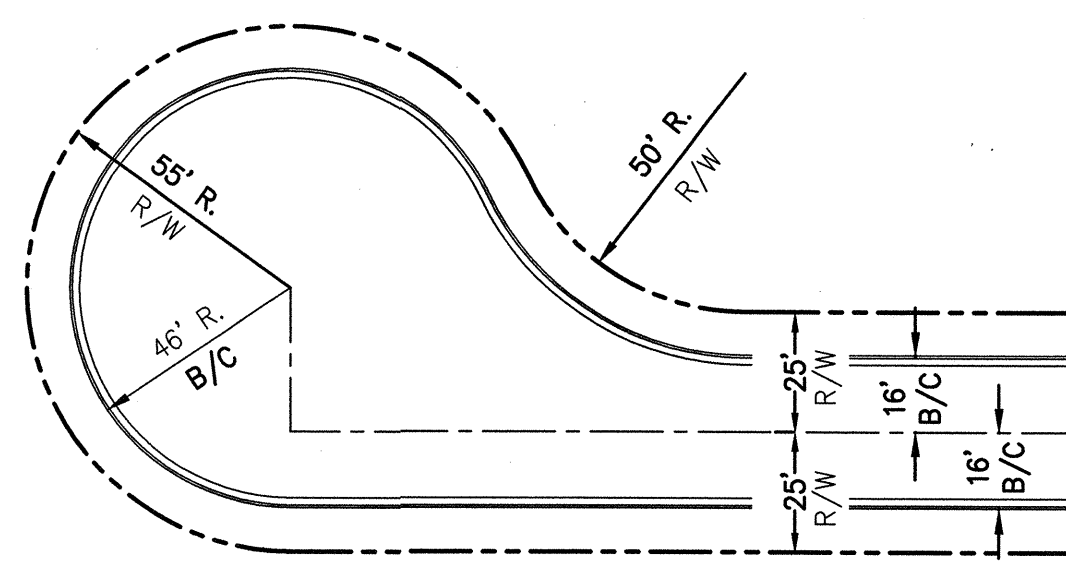
FLOOD ZONE

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1660L, DATED OCTOBER 16, 2013 THIS
PROPERTY IS LOCATED IN FLOOD ZONE "X". AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1%
ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS
LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.



TYP. CURB RAMP - M.A.G. 235-2

SCALE: NTS

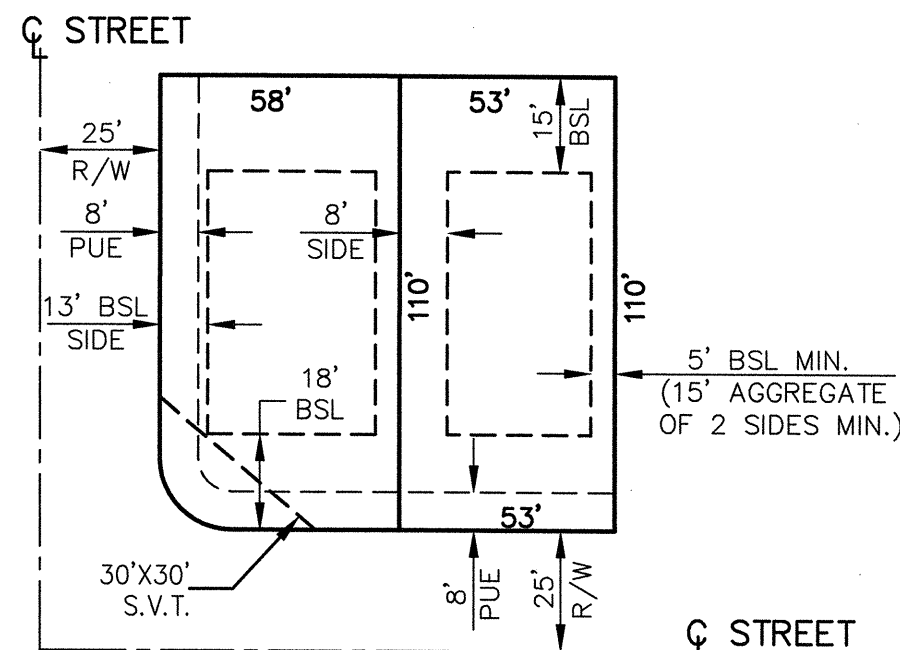


OFFSET CUL-DE-SAC DETAIL

SCALE: NTS

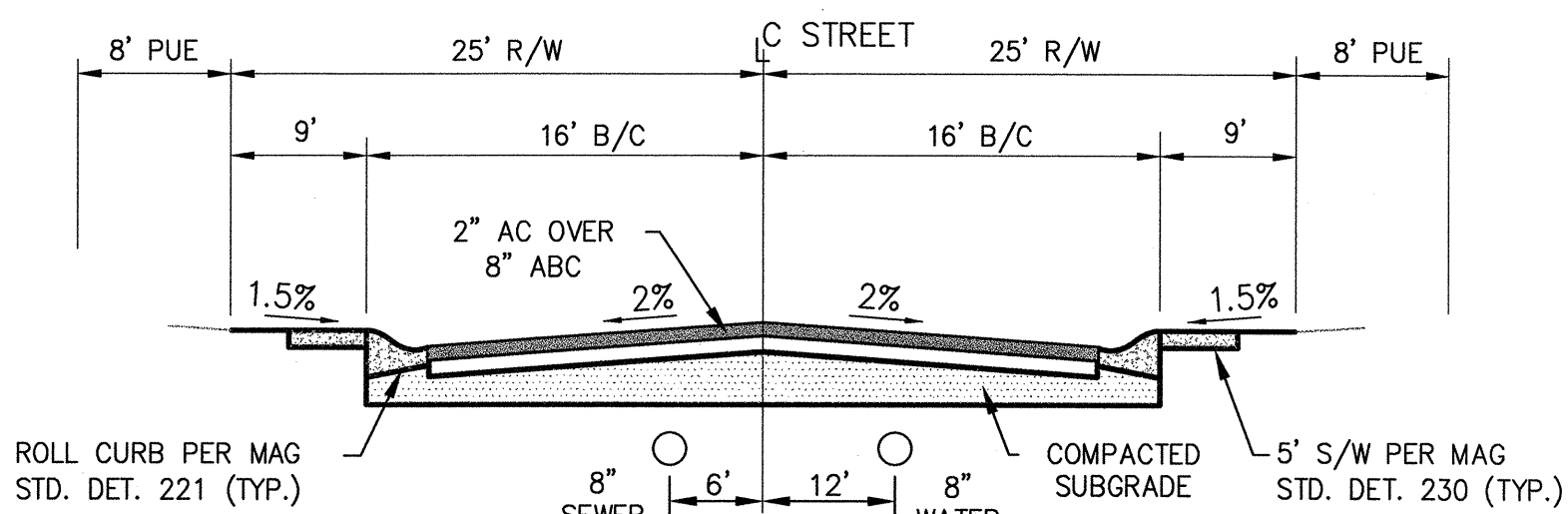
SHEET INDEX

- 1 COVER SHEET
- 2 PRELIMINARY PLAT



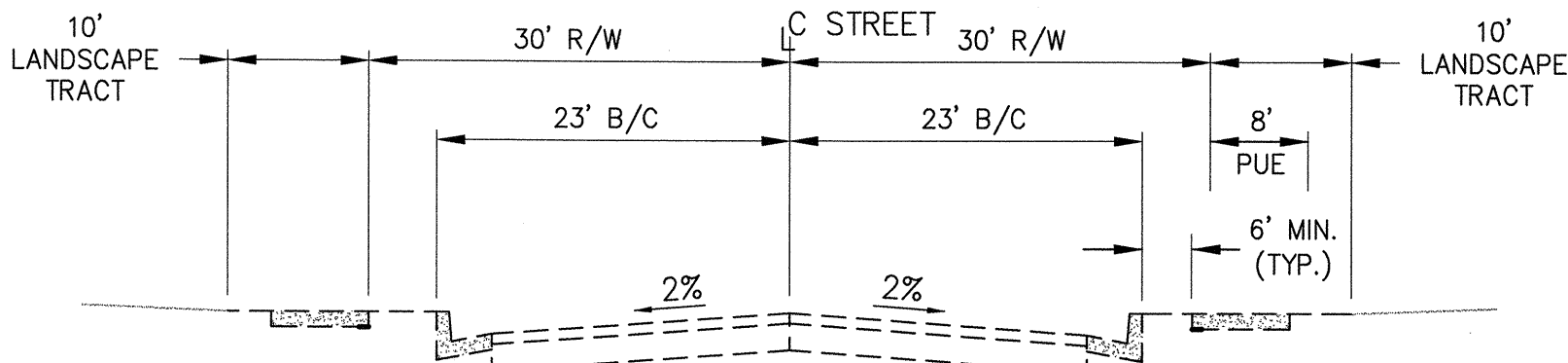
TYPICAL LOT DETAIL

SCALE: NTS



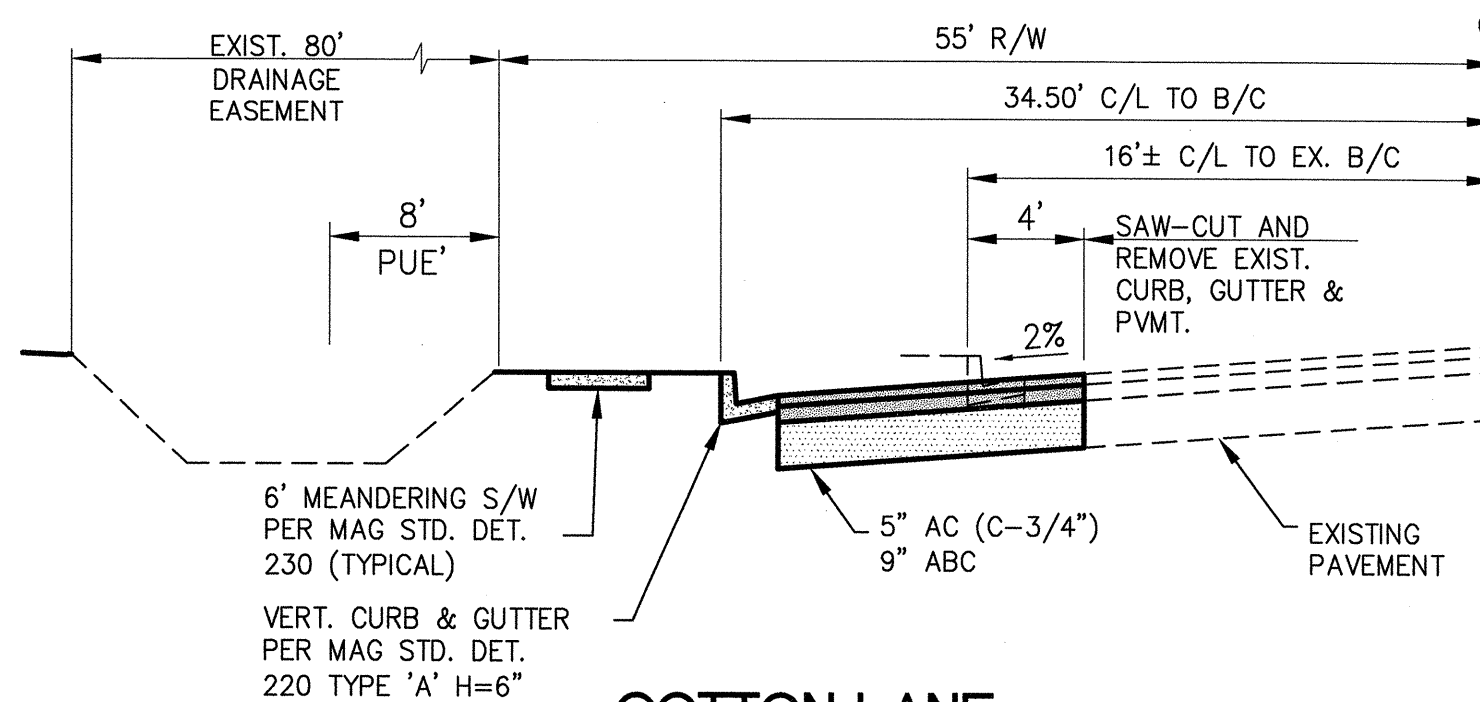
TYPICAL RESIDENTIAL STREETS

(LOOKING NORTH OR WEST)
NO SCALE



EXISTING ACOMA DR.

NO SCALE

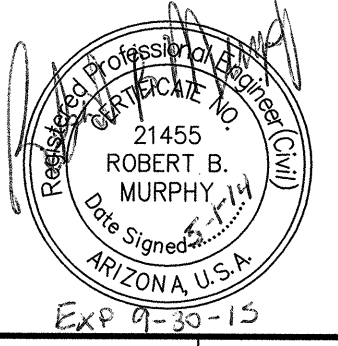


COTTON LANE

(LOOKING NORTH)
NO SCALE

Two working days before you dig,
CALL FOR THE BLUE STAKES
602-263-1100
1-800-STAKE-IT
OUTSIDE MARICOPA COUNTY

7330 N. 16th Street
Phoenix, AZ 85020
Phone: (602) 508-0700
Fax: (602) 508-0745
PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Engineering | Survey
DESIGNED BY: D.J.J.
DRAWN BY: D.J.J.
CHECKED BY: R.B.M.



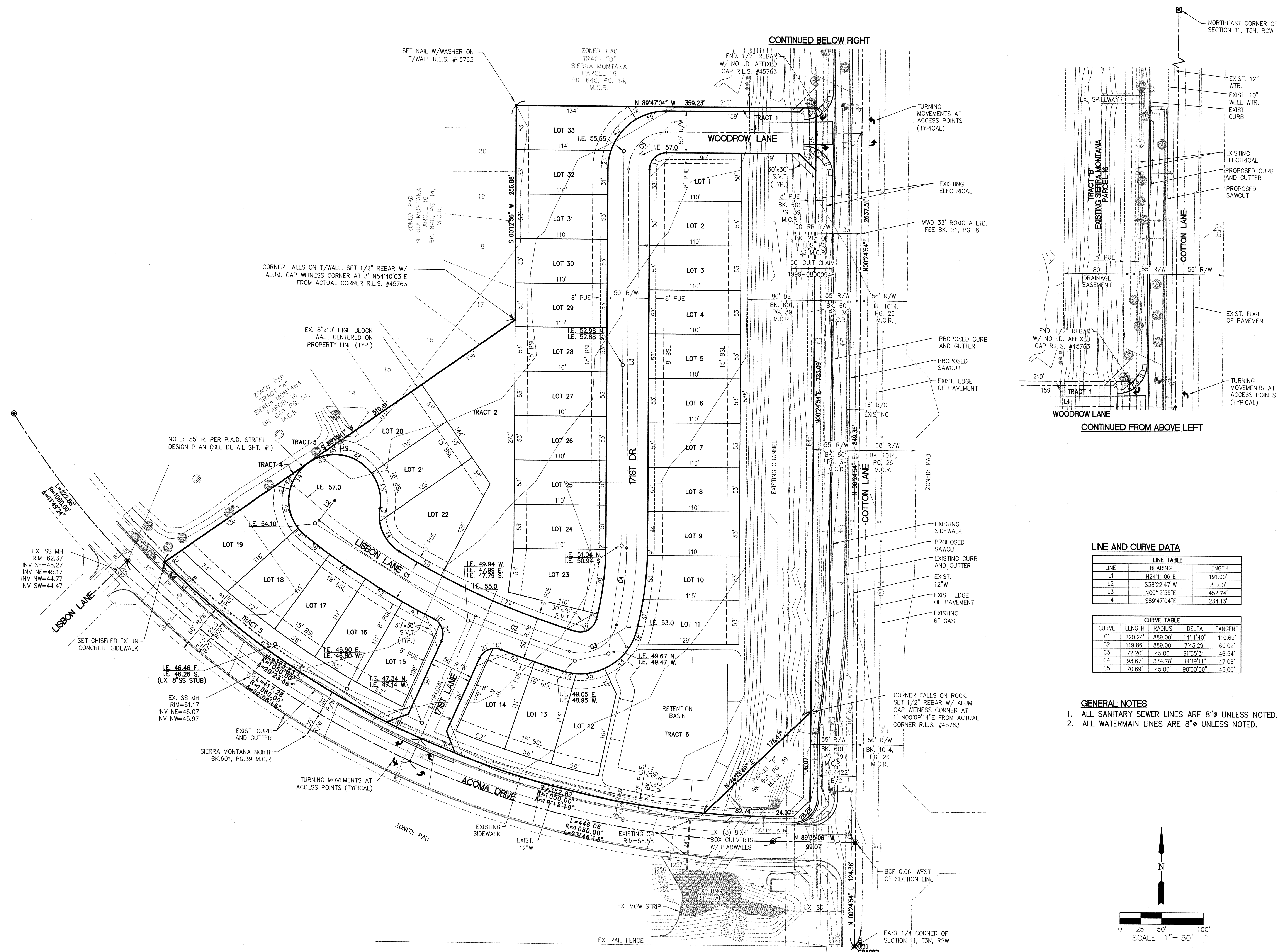
SIERRA MONTANA
PHASE 1 NORTH
LOT "G"
NORTHWEST CORNER
COTTON LN. & ACOMA DR.
SURPRISE, ARIZONA

REVISIONS:

PRELIMINARY PLAT

SHEET # 1 OF 2
SCALE: NOTED
DATE: 02/21/14
PROJECT #: 3973.20

T:\Eng\3973.20 Sierra Montana\ENGR\PLANS\3973.20-SHT-2.dwg May 01, 2014 - 7:36am djneske



LINE AND CURVE DATA

LINE TABLE			
LINE	BEARING	LENGTH	
L1	N24°11'06"E	191.00'	
L2	S38°22'47"W	30.00'	
L3	N00°12'55"E	452.74'	
L4	S89°47'04"E	234.13'	

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	220.24'	889.00'	14°11'40"	110.69'
C2	119.86'	889.00'	7°43'29"	60.02'
C3	72.20'	45.00'	91°55'31"	46.54'
C4	93.67'	374.78'	14°19'11"	47.08'
C5	70.69'	45.00'	90°00'00"	45.00'

GENERAL NOTES

1. ALL SANITARY SEWER LINES ARE 8"Ø UNLESS NOTED.
2. ALL WATERMAIN LINES ARE 8"Ø UNLESS NOTED.

Two working days before you dig
CALL FOR THE BLUE STAKES
602-263-1100
1-800-STAKE-IT
OUTSIDE MARICOPA COUNTY

7350 N. 4th Street
Suite A-204
Surprise, AZ 85073
602.608.0700
602.608.0746 Fax

PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Engineering | Survey

SIERRA MONTANA
PHASE 1 NORTH
LOT 'G'
NORTHWEST CORNER
COTTON LN. & ACOMA DR.
SURPRISE, ARIZONA

REVISIONS:

NO.	DATE	DESCRIPTION
1	02/21/14	3973.20

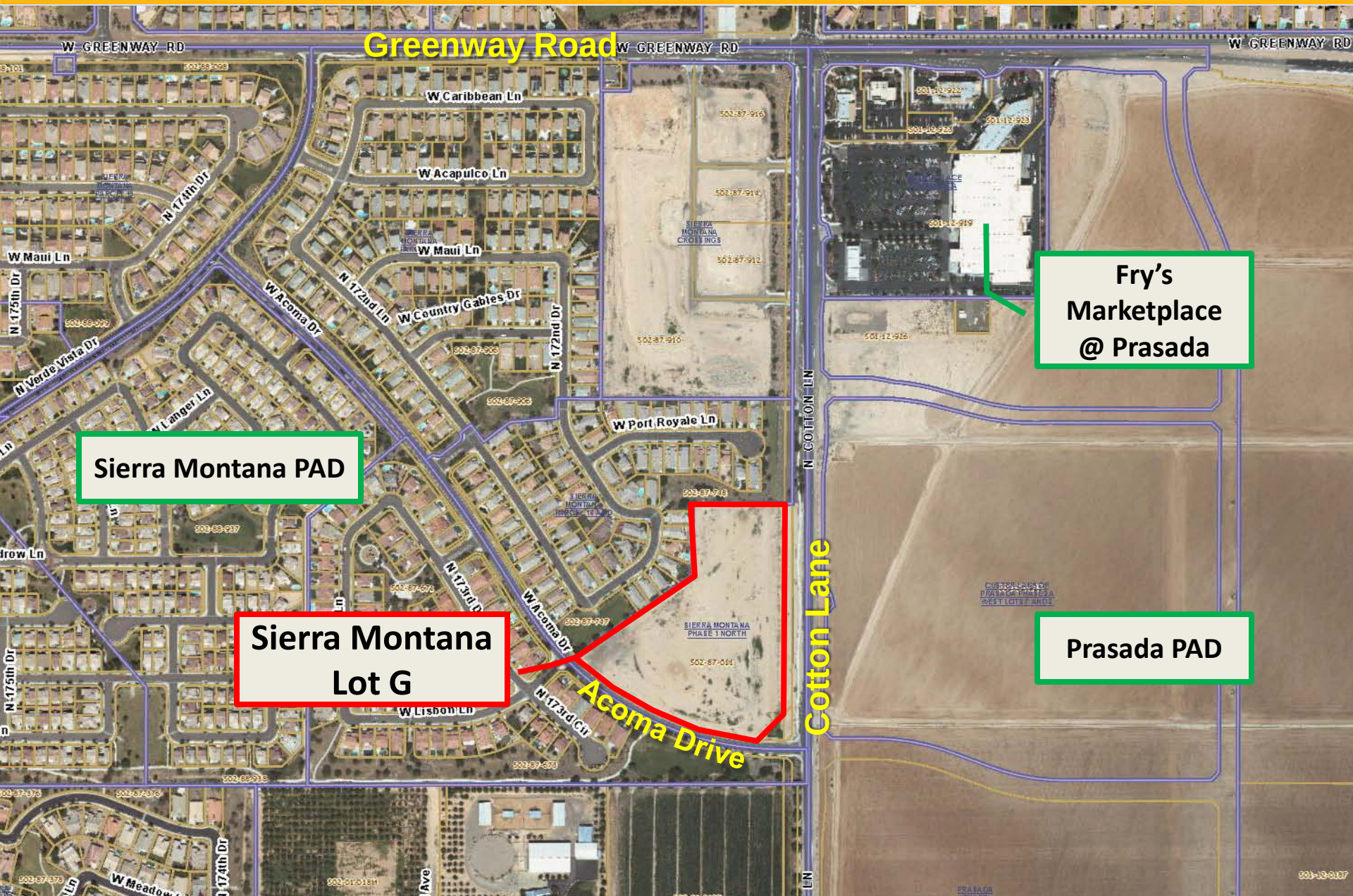
SHEET : 2 OF 2

SCALE: NOTED

DATE: 02/21/14

PROJECT : 3973.20

Vicinity Map- Sierra Montana Lot G



Sierra Montana PAD

Sierra Montana
Lot G

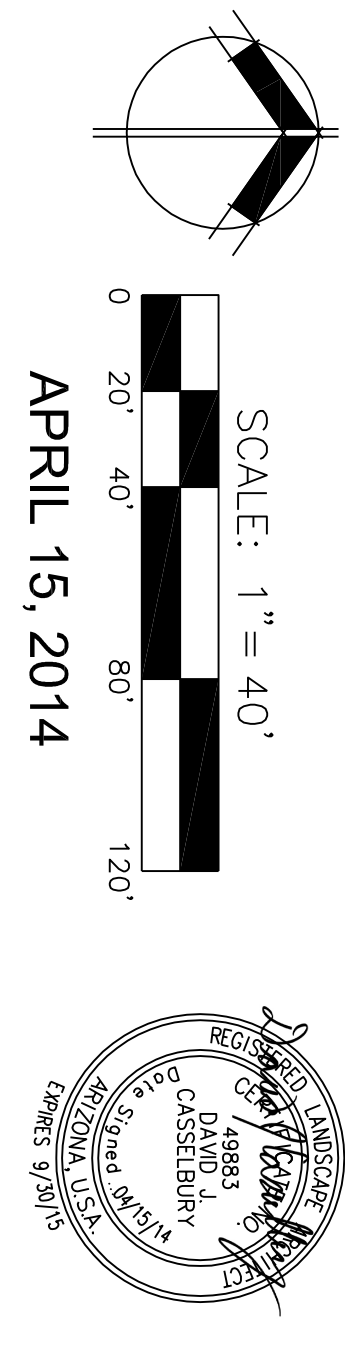
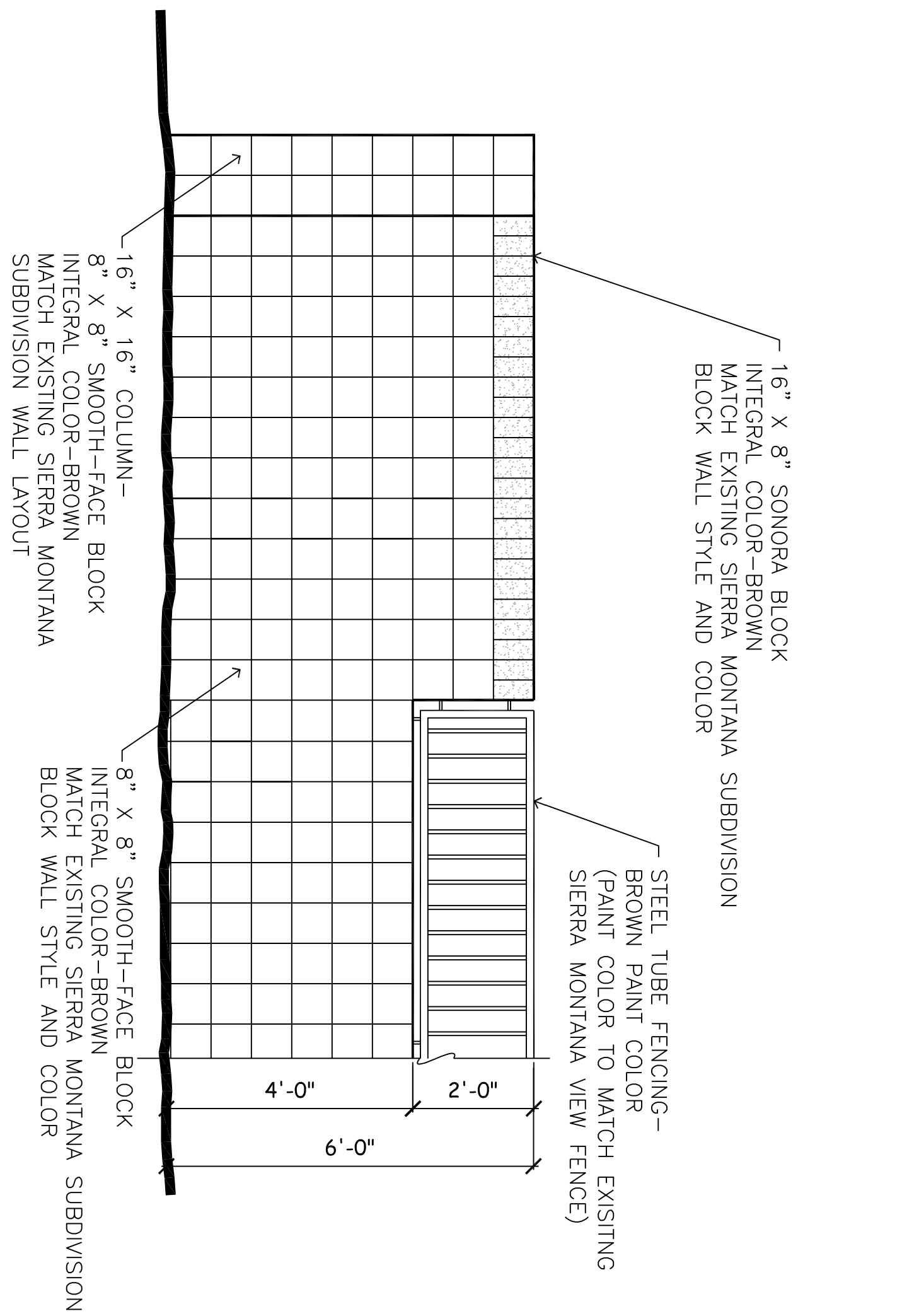
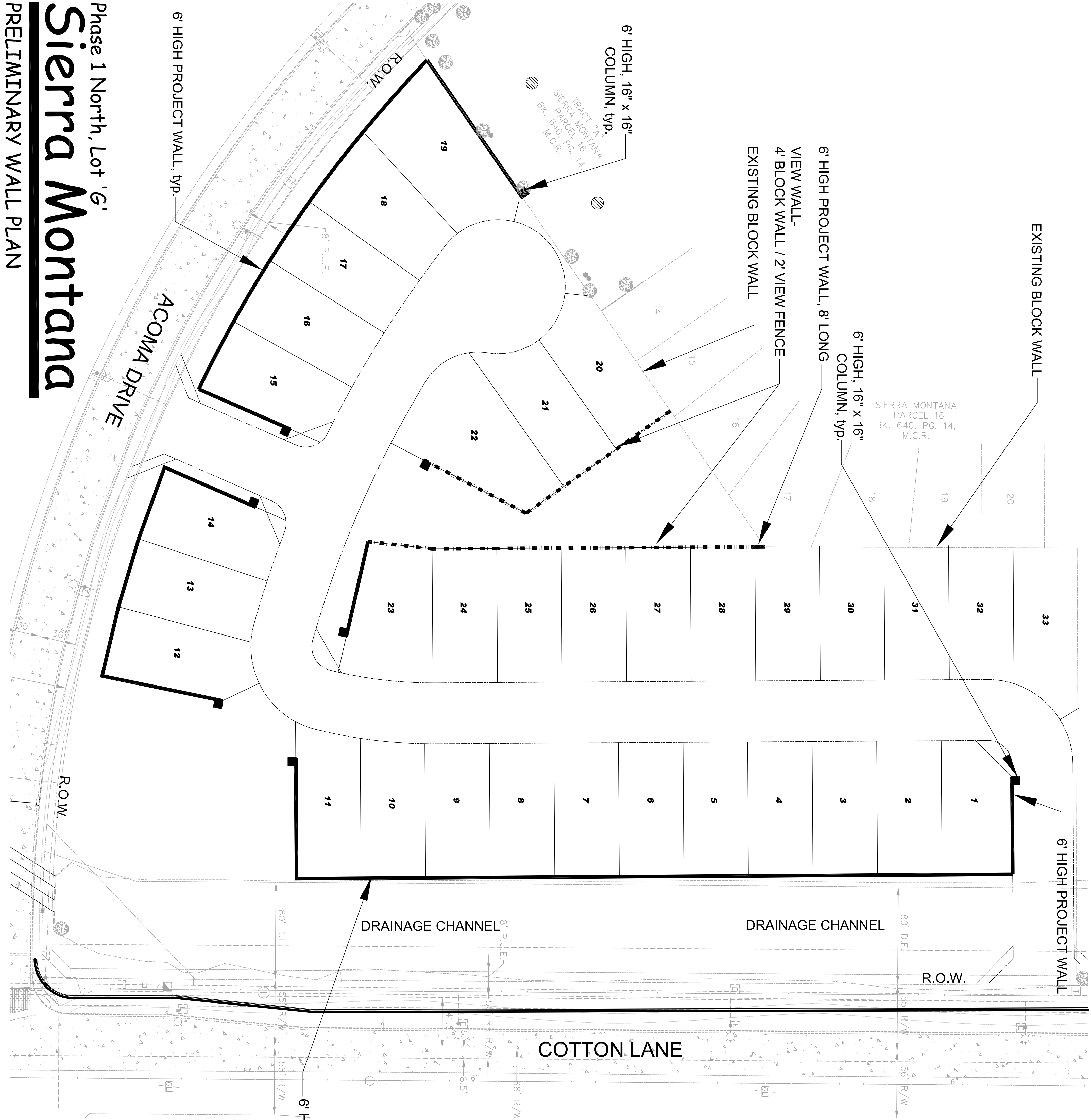
Fry's
Marketplace
@ Prasada

Prasada PAD

Phase 1 North, Lot 'G'

Sierra Montana

PRELIMINARY WALL PLAN





- ### GENERAL NOTES
1. ENTIRE PERIMETER WALL & LANDSCAPING IS REQUIRED TO BE CONSTRUCTED WITH THE FIRST PHASE OF DEVELOPMENT.
 2. ALL EXTERIOR SIGNS REQUIRE A SEPERATE SIGN PERMIT & COMPATIBILITY WITH BUILDING ARCHITECTURE. THIS SHALL INCLUDE SUBDIVISION ENTRY SIGNS.
 3. ALL LANDSCAPING TO BE MAINTAINED BY A PRIVATE HOMEOWNERS ASSOCIATION.
 4. NO TURF OR ANNUALS ALLOWED IN RIGHT OF WAY.
 5. ONLY PLANTS ON THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR) PHOENIX ACTIVE MANAGEMENT AREA LOW WATER USE DROUGHT TOLERANT PLANT LIST ARE TO BE USED ON THE PROJECT.
 6. FOR TYPICAL CURB RAMP DETAIL, SEE PRELIMINARY PLAT DRAWING.

LANDSCAPE SCHEDULE

Botanical \Common Name	Size/ Caliper
TREES	
ACACIA salicina Willow Acacia	24" Box 2" cal.
CHILOPSIS linearis Desert Willow	24" Box 1.5" cal.
FRAXINUS greggii Little Leaf Ash	24" Box .75" cal.
OLEA europaea Swan Hill Olive	24" Box 1.5" cal.
SOPHORA secundiflora Texas Mountain Laurel	24" Box .75" cal.
SHRUBS / ACCENTS / GROUNDCOVERS	
DASYLIRION wheeleri Desert Spoon	5 Gal.
DODONEA viscosa Hopbush	5 Gal.
HESPERALOE parviflora Red Yucca	5 Gal.
LANTANA camara 'New Gold' New Gold Lantana	5 Gal.
LEUCOPHYLLUM frutescens Green Cloud Sage	5 Gal.
MUHLENBERGIA capillaris Regal Mist Deer Grass	5 Gal.
NERIUM oleander 'Petite Pink' Oleander	5 Gal.
TECOMA stans 'Gold Star' Gold Star	5 Gal.
INERT GROUNDCOVER	
DG Decomposed Granite- Color and type to match Sierra Montana Development	3/4" Screened
MISCELLANEOUS	
Trash Receptacle Wabash Valley- FR400 (Gray)	
6' Bench Wabash Valley- ES520 Slats (Gray)	

Phase 1 North, Lot 'G'

Sierra Montana

PRELIMINARY LANDSCAPE PLAN

GREENWAY ROAD

PROJECT SITE

COTTON LANE

WADDELL ROAD

VICINITY MAP

SCALE: 1" = 40'

0 20' 40' 80' 120'

APRIL 15, 2014

49883
DAVID J. CASSELLBURY
DATE SIGNED 04/15/14
ARIZONA, U.S.A.
EXPIRES 9/30/15

City of Surprise
Citizen Notification Process Update
Sierra Montana Phase 1 North, Lot G

May 5, 2014

The applicant facilitated a neighborhood meeting the evening of May 5, 2014. The meeting was properly noticed per the City of Surprise requirements. It was held on time and in a comfortable room conducive to a discussion between consultants/representatives for the applicant, 6 attending neighbors and Vamshee Kovuru, AICP, the attending City of Surprise planner.

The presentation clearly stated the intent of the meeting and the process going forward. The presenters did not avoid any question or concern. They did state that they needed to get a point or two clarified and they identified a neighbor to serve as a point of contact to distribute the follow-up information to attendees. The presenter also gave his personal telephone number and e-mail address to everyone at the meeting so that if any questions, points of confusion or misunderstandings arose they would then have a contact person to get answers.

Comments:

- There were several rumors concerning what standards were proposed and if the Sierra Montana HOA was part of this proposal. We assured residents that this was a part of Sierra Montana and the current HOA. We assured them there were additional meetings to give input and that Sierra Montana standards did have a fair amount of control what happens with this parcel and design in the future.
- The City of Surprise Planner did add a great deal of clarity for what were to be the concerns at this level of the entitlement process. The neighbors were starting to spread their concerns over too wide a range of comments; the planner when questioned then refocused the intent and the mood of the meeting.
- One resident said she lived next to Lot 20 and was concerned about how many, if any 2 story houses were proposed. We said we would get her the answer. We did state the lot near her house was not facing or backing in that area, but was siding on her lot if her lot was where she stated. Earlier in the informal conversations before the meeting she said she was next to the open space. We will still answer her.
- The residents have significant concern with the density landscaping in existing Sierra Montana. They are not happy with the over abundance of landscaping on the existing portions of Sierra Montana. We told them we were held to the current requirements of the existing PAD. We also said we would discuss this concern with the HOA manager, Michelle Nell, and the HOA president, Mike Smith.
- There was a comment about some of the lot placements. The presenters then gave the reasons for lot placement. The answer seemed to satisfy those in attendance.
- A comment about the "trash receptacle" note was made. We assured the neighbors these trash receptacles would be understated and screened at that location in the future.

The notification process will continue as mentioned at the meeting. The notes will be recorded, acted on and reported on at the required moment in this process.

two stons

email sled
to plan

NAME

PK #

libehrens
@cox.net

DON + LIL BEARENS

17233 W BAWFF
(623) 266-1001

Rete Gutierrez

602 677-7827

Mary Arend

17328 W Lisbon 623-~~846-403~~ 846-403

Jonathan Smith

17316 W. Lisbon 623-337-5277

Vamshee Kovuru

COS -

Nichole Kitchen

623-694-2275

→ call Nicole to get →

Michelle

602-694-2803 Call Michelle

Too much Veg

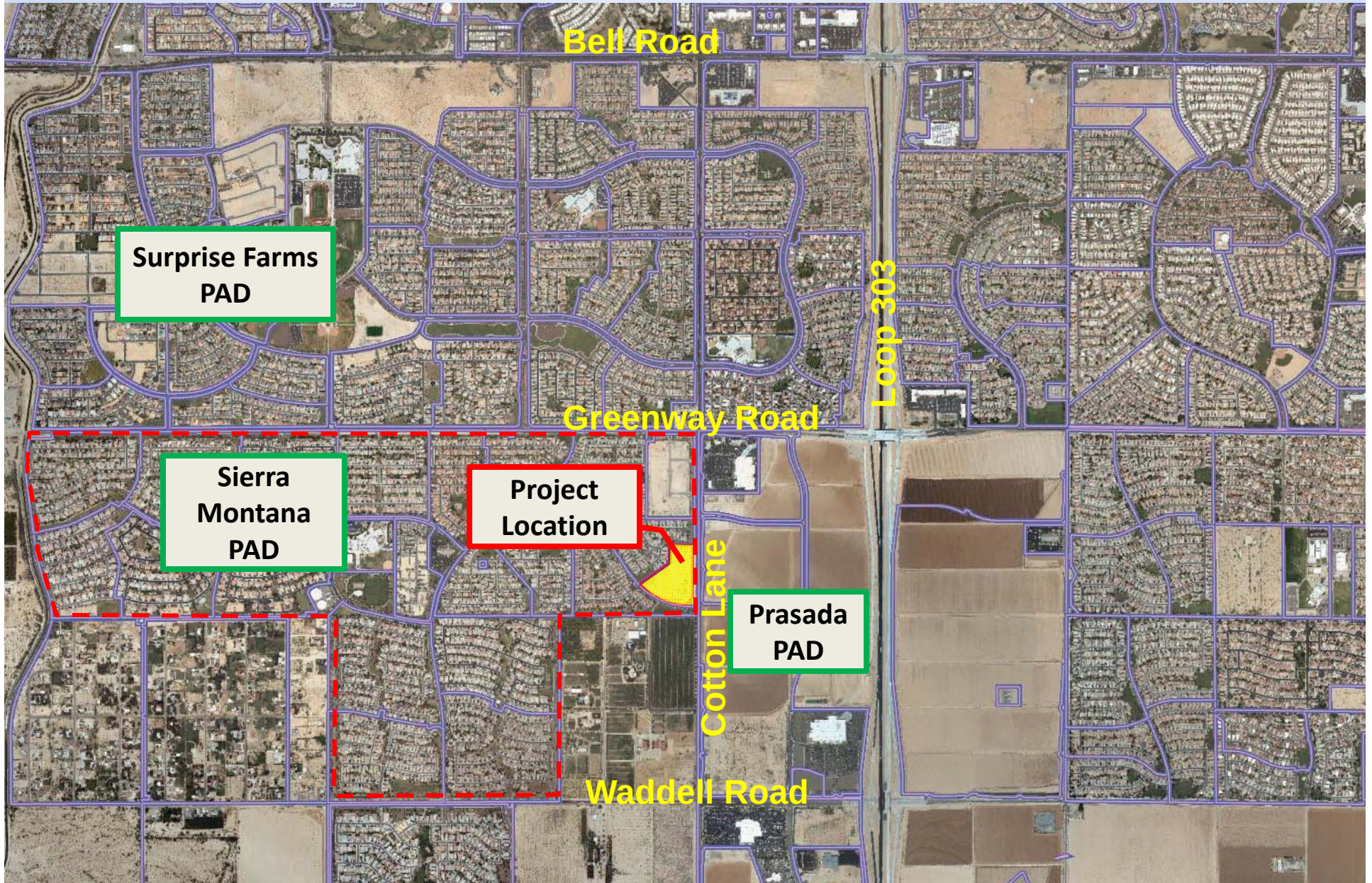
Sierra Montana Lot G Preliminary Plat

August 5, 2014

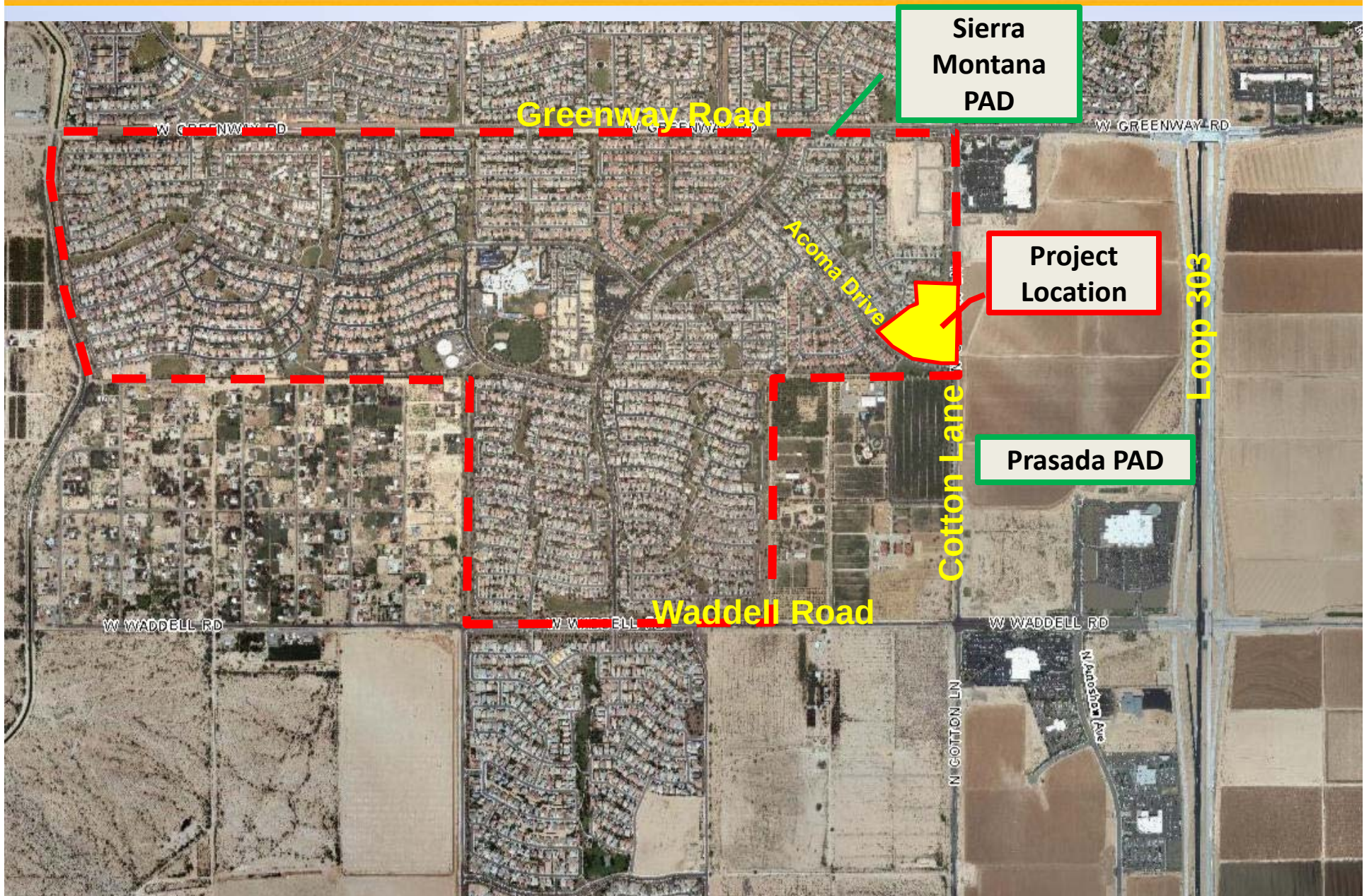
City Council- Work Session



Sierra Montana Lot G



Sierra Montana Lot G



Sierra Montana Lot G



Greenway Road

Parcel 17

- 28.6 Acres
- Planned for 118 Units
- 72 Units Built
- Zoning- LDR- 3-5 Du/Ac

Sierra Montana PAD

Fry's
Marketplace
@ Prasada

Prasada PAD

Project Data

- Sierra Montana Lot G
- 11.39 Acres
- 33 Single Family Units
- 3.68 Du/Ac

Acema Drive

Cotton Lane

Sierra Montana Lot G – Preliminary Plat



Sierra Montana PAD

Woodrow Lane

171st Drive

SIERRA MONTANA PHASE 1 NORTH

PARCEL G

Lisbon Lane

171st Lane

Acoma Drive

Cotton Lane

Project Data

- Sierra Montana Lot G
- 11.39 Acres
- 33 Single Family Units
- 3.68 Du/Ac (Parcel 17)

Minimum Lot Size- 53' X 110'

Sierra Montana Lot G – Landscape Plan



Sierra Montana PAD

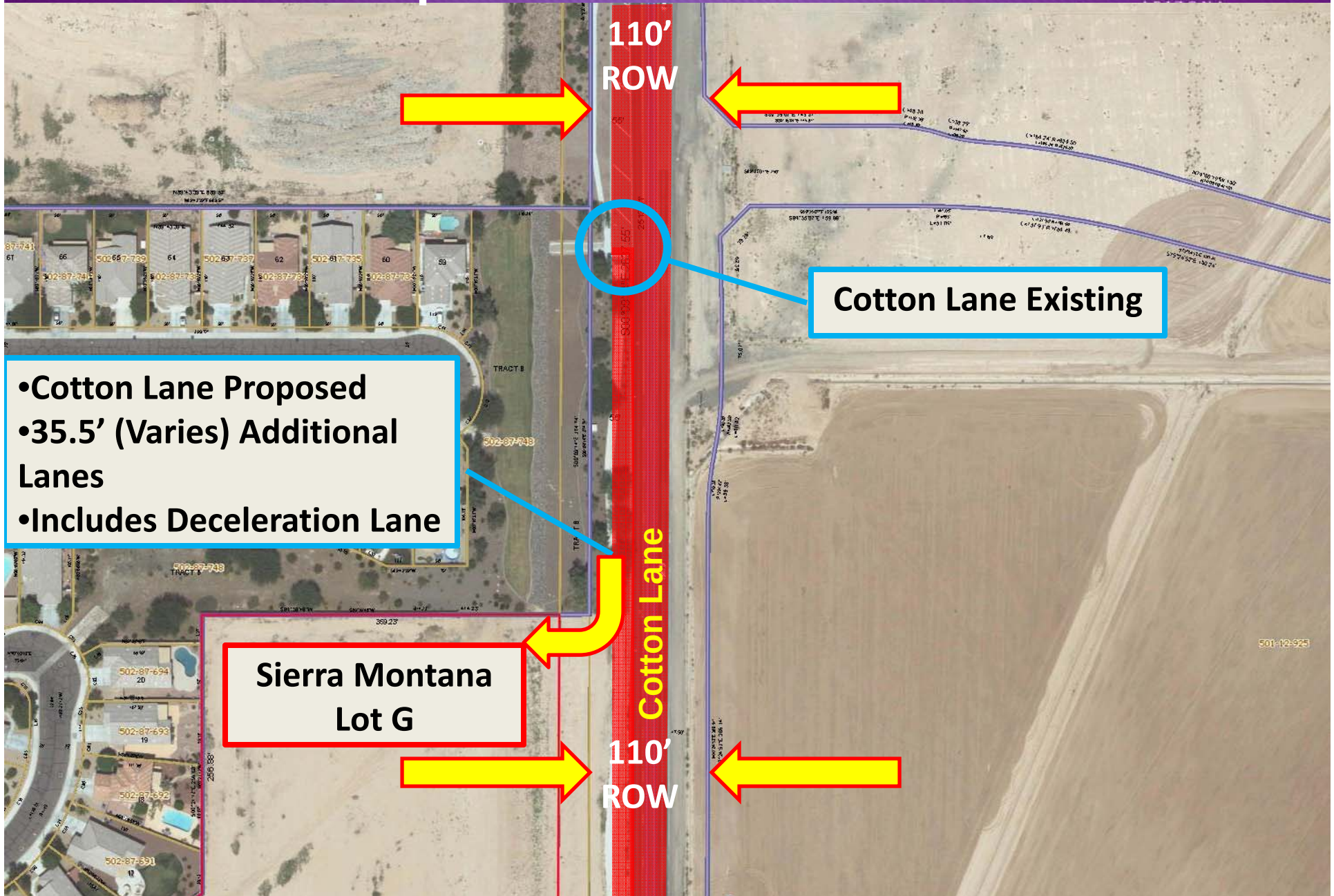
Project Data

- Sierra Montana Lot G
- 11.39 Acres
- 33 Single Family Units
- 3.68 Du/Ac (Parcel 17)

2 Neighborhood Parks



Cotton Lane Improvements



Traffic Analysis



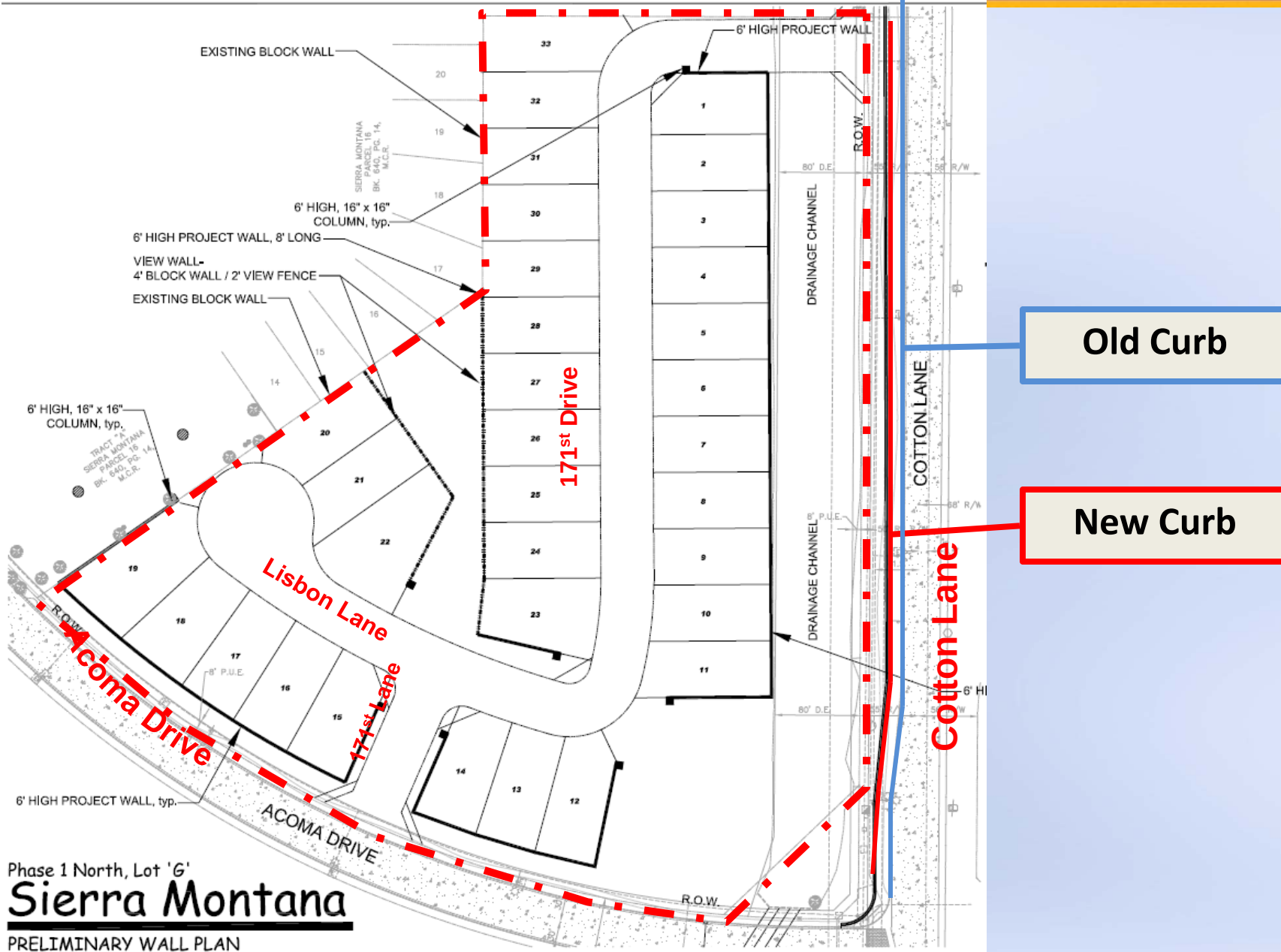
A traffic statement was performed by JMO Traffic Technologies.

- Current and future traffic conditions
 - o Result in a level of service of A for north and south bound traffic
 - o A level of service C for east bound movements.

(City of Surprise accepts levels of service D or better for roadway intersections.)

- With these findings it is not anticipated that cut-through traffic would be anticipated.

Cotton Lane Improvements



Citizen Outreach Meeting

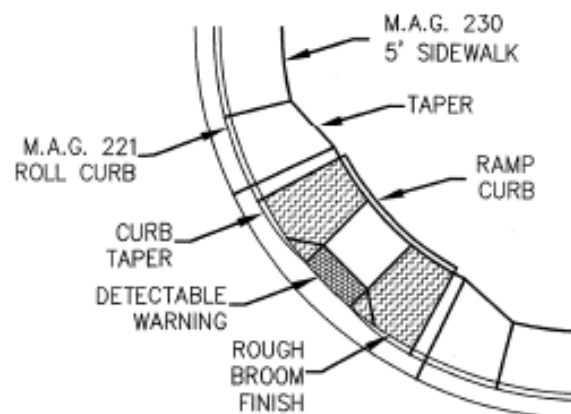


- On **May 5, 2014** a neighborhood meeting was held at Sierra Montana Recreation Center
 - o 5 Residents in Attendance
- Several of the comments received from residents
 - o Is the development part of the existing Sierra Montana HOA?
 - o How many 2-Story homes proposed for the development?
 - o How many 2-Story homes will be built behind existing homes?
 - o How dense will the landscaping be?

Questions or Comments?

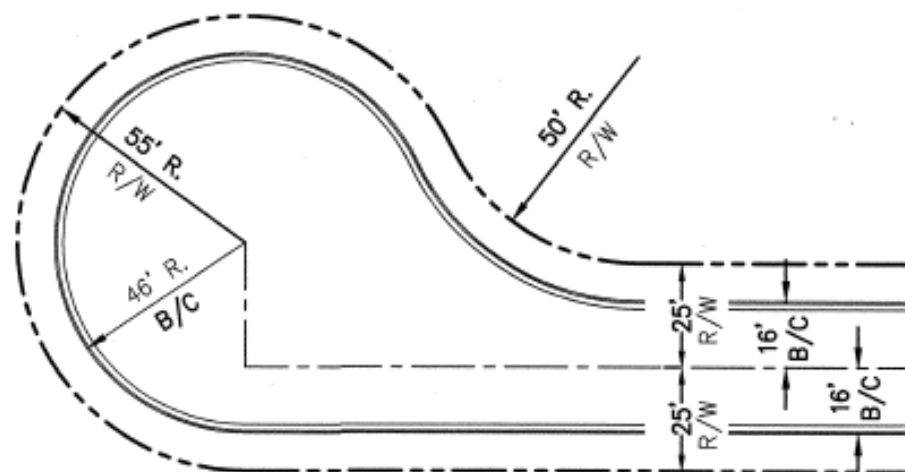


EXISTING ACOMA DR.



TYP. CURB RAMP - M.A.G. 235-2

SCALE: NTS

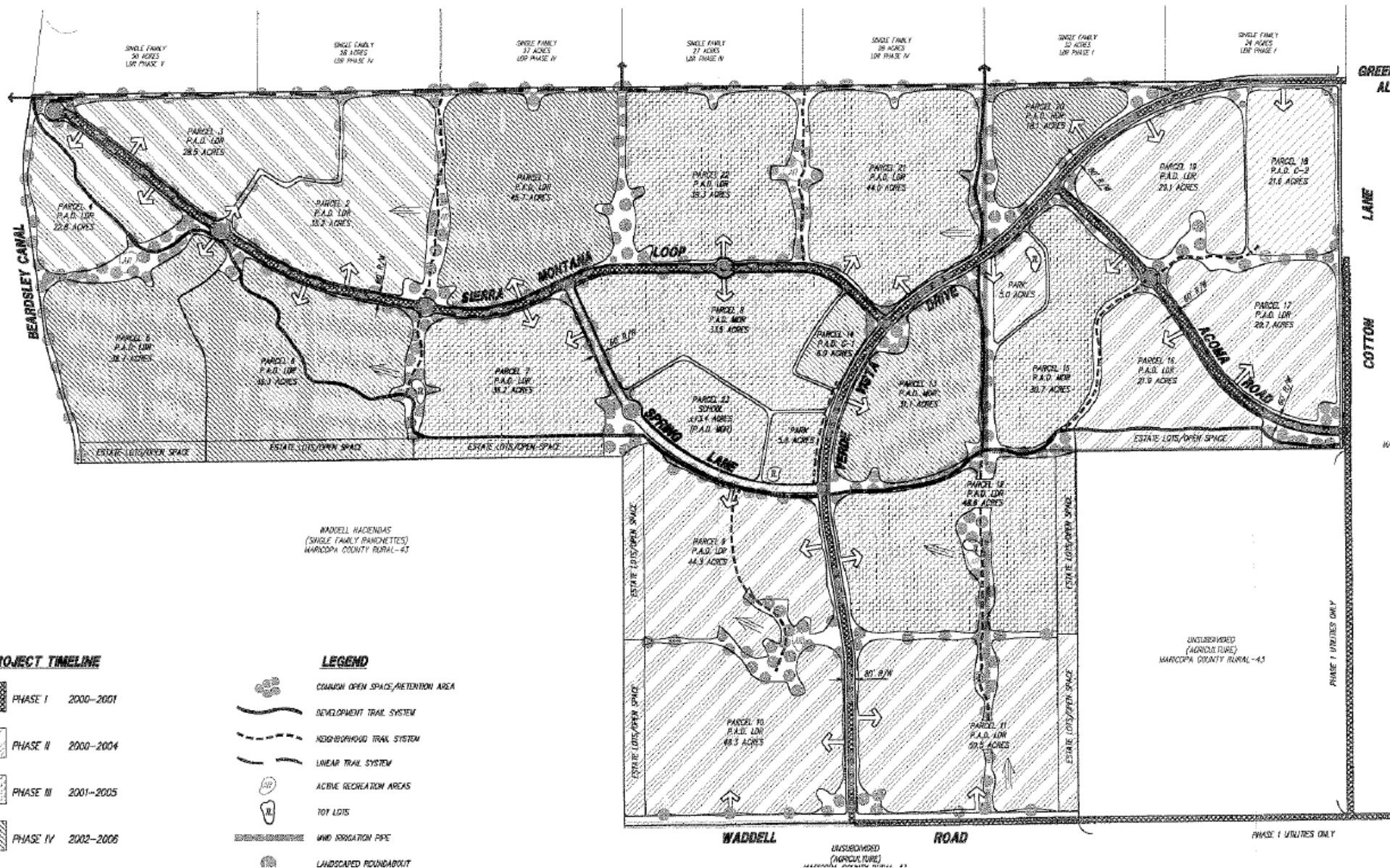


OFFSET CUL-DE-SAC DETAIL

SCALE: NTS

THE VILLAGES AT SURPRISE SOUTH
(PROPOSED) P.A.D.

THE VILLAGES AT SURPRISE SOUTH
(PROPOSED) P.A.D.



SIERRA MONTAÑA



PARCEL	CONCEPTUAL YIELD (DWELLING UNITS)	MINIMUM LOT SIZE
1	148	63' x 115'; 68' x 115'
2	118	63' x 115'; 68' x 115'
3	90	63' x 115'; 68' x 115'
4	59	78' x 115'
5	85	85' x 120; Estate Lots
6	125	63' x 115'; 78' x 115'; Estates Lots
7	85	68' x 115'; Estates Lots
8	191	Patio/Cluster/Town Homes
9	133	58' x 110'; Estates Lots
10	173	50' x 110'; Estates Lots
11	179	53' x 110'; Estates Lots
12	186	50' x 110'; Estates Lots
13	187	Patio/Cluster/Town Home
14	0	Commercial
15	165	Patio/Cluster/Town Home
16	84	53' x 110'; Estates Lots
17	118	50' x 110'
18	0	Commercial
19	125	50' x 110'
20	108	Patio/Cluster/Town Home
21	171	53' x 110'
22	145	58' x 110'; 63' x 110'
23	0	School Site
TOTAL	2,675	

3.7.1 Development Standards for a P.A.D. LDR Zoning Designation

DESCRIPTION	SIERRA MONTANA P.A.D. LDR STANDARDS
Minimum Net Lot Area	5,500 square feet
Minimum Lot Width	50 feet ¹
Minimum Lot Depth	110 feet
Maximum % of Lots Under 50'	None
Front Yard Setback – House Forward	12 foot minimum
Front Yard Setback – Garage Face	18 foot minimum
Front Yard Setback – Side Entry Garages	12 foot minimum
Front Yard Setback – Stagger	3 foot minimum
Minimum Rear Setback	20 15 feet
Minimum Rear Setback (Perimeter Estate Lots Only)	30 feet
Minimum Side Setback	8 and 5 feet ³
Minimum Distance Between Buildings on Adjacent Lots	10 feet
Minimum Street Side yard Setback	13 feet ²
Maximum Structure Height	30 feet

Footnotes:

1. Minimum lot widths will be measured at the front setback line. Front setbacks measured from property line
2. Street side yard setbacks shall not apply to lots adjacent to landscape tracts.
3. Non-foundation home features will be allowed to encroach two (2) feet into the side yard setback, but no closer than four (4) feet from the property line.

B. **Side Setbacks:** All houses will maintain the side yard setbacks as shown in Table "1" of the SFR Design Guidelines. These setbacks will apply to all houses and other structures except houses and other structures with two or more stories constructed on lots in Lot Categories A, B, C, and D of Table "1". Such multi-story houses will be constructed with a seven (7)-foot yard setback on one side and eight (8)-foot side yard setback on the other side. Additionally, two adjacent multi-story houses will be separated by not less than fourteen (14) feet, and a multi-story house and an adjacent single-story house will be separated by not less than twelve (12) feet. If any portion of a multi-story house has only one story, the single-story setbacks will apply to the single-story portion of the multi-story house. Non-structural architectural features such as fireplaces, bay windows and pop-outs will be permitted to encroach two (2) feet into a side yard setback. Patio covers and other similar features will not be permitted to encroach into a side yard setback.

D. Rear Setbacks: The rear setback of any part of a home or other structure which does not back up to an arterial street will be fifteen (15) feet measured from the property line. A non-structural architectural feature such as a fireplace, bay windows, pop-out, or patio cover may encroach into the rear setback, provided that a patio cover may not encroach more than ten (10) feet into the rear setback. The only exception to this stipulation is the designated Estates Lots. Any Estate Lot backing on the perimeter boundary line of Sierra Montaña will have a minimum rear setback of thirty (30) feet.

E. Setbacks for a House or Other Structure Which Abuts an Arterial Street: Notwithstanding subsections A-D, the following setback requirements will be applied to all houses or structures that abut an arterial street.

1. A non-structural element such as a fireplace, bay window, pop out, or patio cover may encroach into a rear setback, provided that a patio cover may not extend to a point closer than ten (10) feet from the rear property line for a single-story house or structure, or fifteen (15) feet from the rear property line for a multi-story house or structure.
2. A landscaped tract will be constructed for both arterial streets adjacent to Sierra Montaña between the rear property lines of adjacent lots which abut an arterial street in the rear, and the right-of-way of the arterial street. Therefore, the rear setbacks established in subsection D of this section shall apply to the subdivisions developed within this project. The average width of such landscape tract will be no less than fifteen (15) feet. The narrowest part of the landscape tract will be ten (10) feet or greater in width. No less than fifty (50) percent of the landscape tract, as measured along the lineal boundary between the tract and the adjacent lots, will be fifteen (15) feet in width or greater.
3. No house or other structure in Sierra Montaña will abut an arterial street on the side.



CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

* [Back](#) [Print](#)

Council Meeting Date:	August 18, 2014	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	5
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action approving the Mariposa Acres plat, dated January 16, 2014, a property located at 15851 West Tierra Buena Lane, Resolution #2014-45.

Motion:

I move to approve Resolution 2014-45.

Background:

The proposed Mariposa Acres project is seeking a rezone to facilitate an assisted living facility. The rezone, which is limited to the eastern 1.5 acres of the property, will change the property from rural residential (RR) to a medium density zoning district (RM-12).

Financial Impact Statement:

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

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Vicinity Map](#)
 - ☐ [Resolution and Plat](#)
 - ☐ [Presentation](#)
 - ☐ [RFLS](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):

Hobart Wingard, Planner



COMMUNITY DEVELOPMENT

Date: August 18, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Director
Lloyd Abrams, Long Range Planning Manager
Hobart Wingard, Planner
hobart.wingard@surpriseaz.gov 623-222-3156

Re: FS12-168 – Mariposa Acres Final Plat

Application Summary

The applicant is requesting a final plat approval for a proposed assisted living project known as Moonlight Manor.

Location

The subject project is at 15851 West Tierra Buena Lane, approximately 3,600 feet south of the intersection of Bell and Reems Roads.

History

- The subject parcel was annexed into the city on June 20, 1984.
- On July 10, 2014, the Planning and Zoning Commission recommended approval of a rezone of the property to the Mayor and City Council.

Project Summary

The intent of the project is to provide a 15-bed assisted care home. The proposed final plat is being submitted in conjunction with a rezone and site plan to create a project known as Mariposa Acres. The final plat will subdivide the proposed zoning districts into two (2) separate parcels. One 1.5 parcel will be for the Assisted Care facility while the remaining 3 acres will remain residential with the existing home structure remaining.

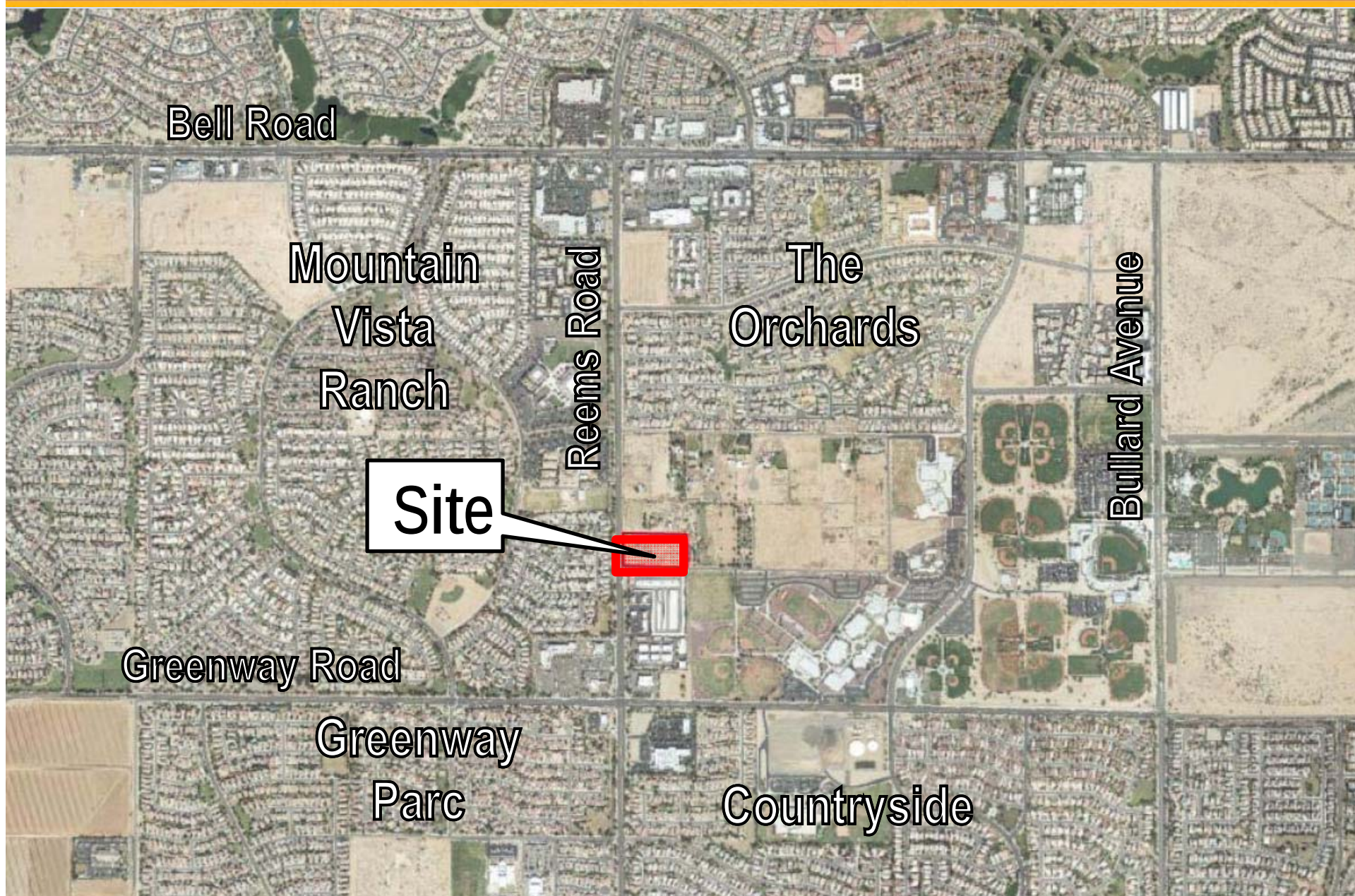
Recommendation

Staff recommends approval of the Mariposa project.

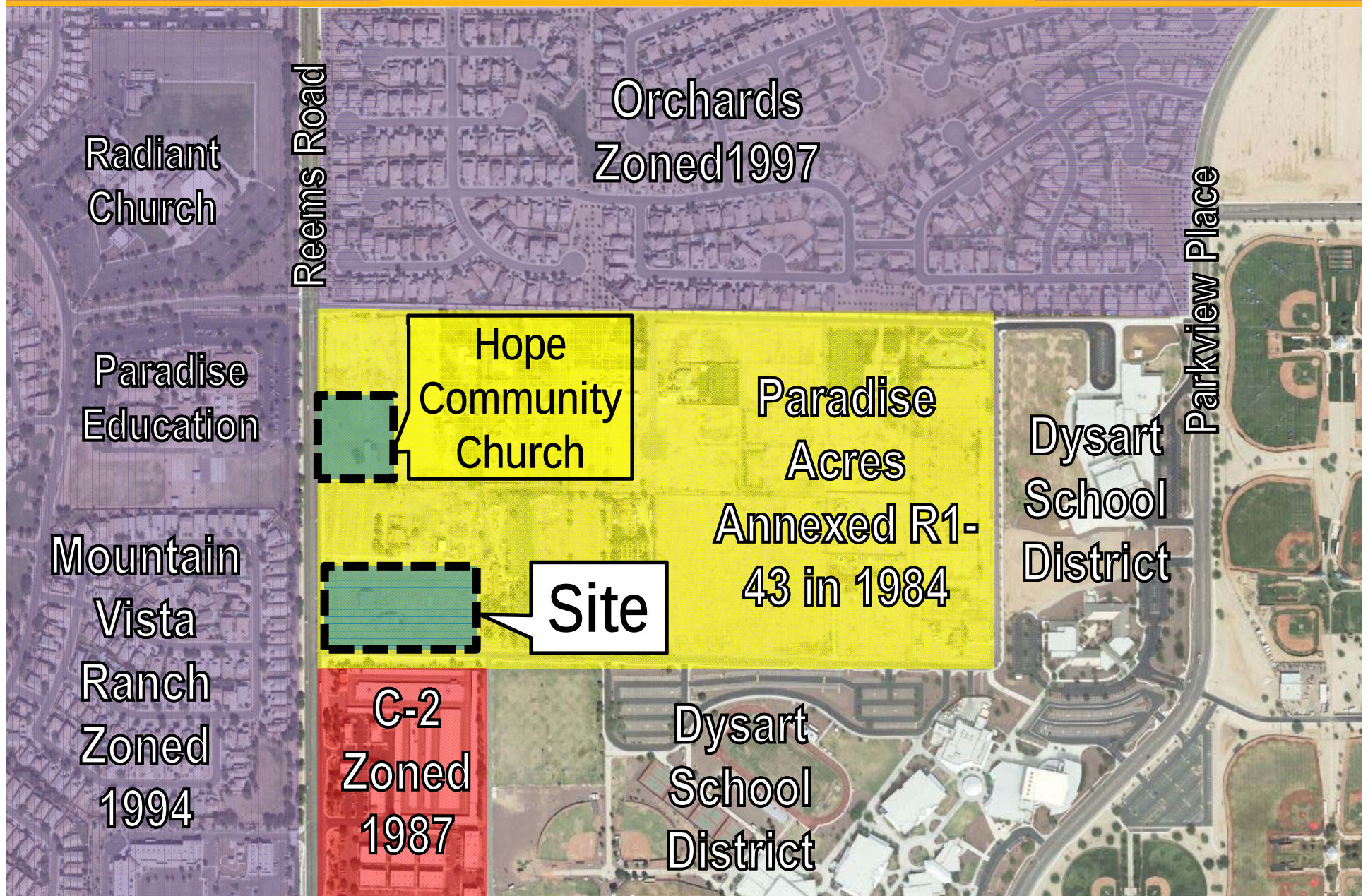
Attachments

Vicinity Map and Final Plat

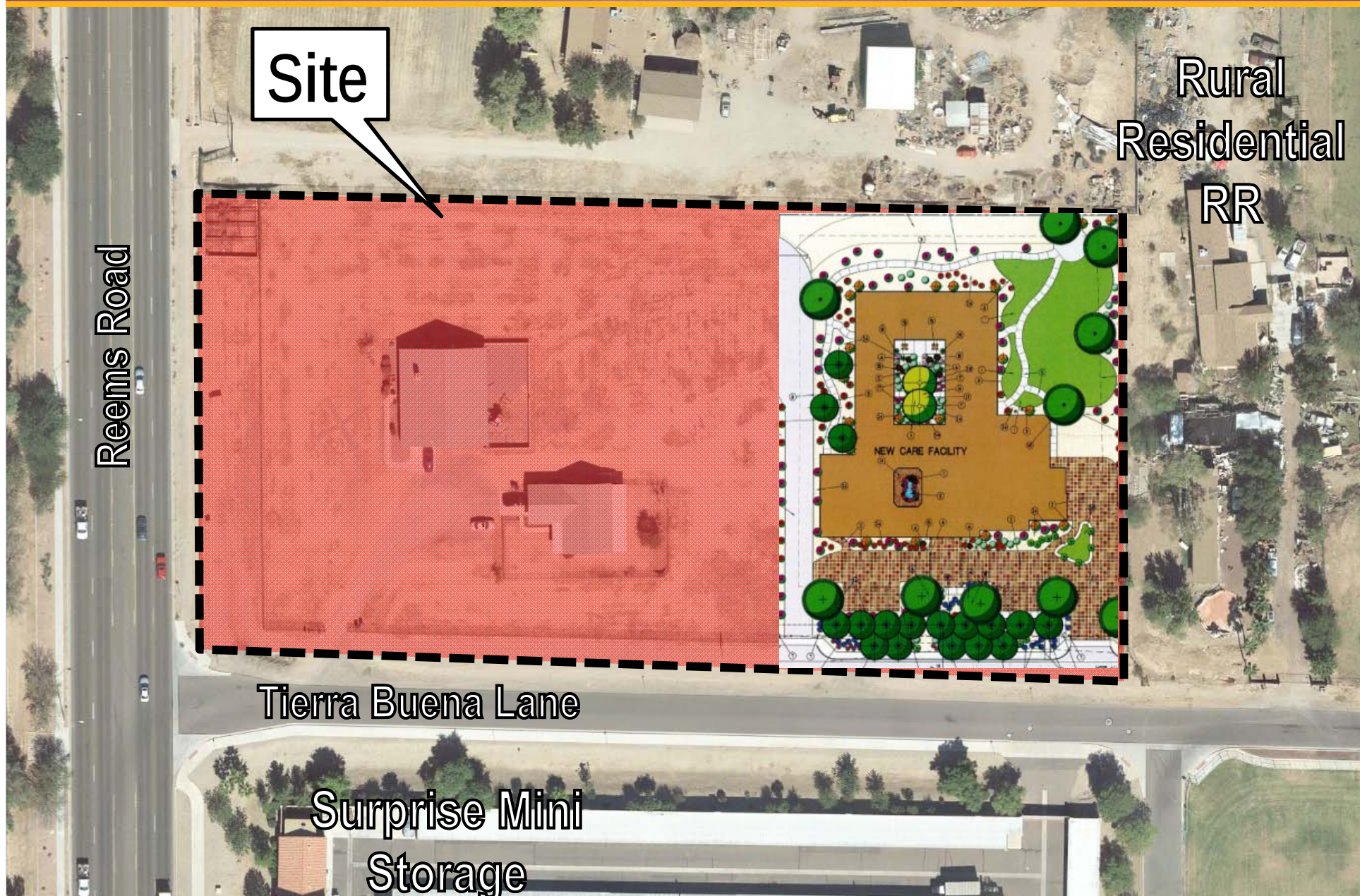
VICINITY MAP



CONTEXT MAP



VICINITY MAP



RESOLUTION #2014-45

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA, APPROVING A FINAL PLAT
ENTITLED "MARIPOSA ACRES," LOCATED AT 15851 WEST
TIERRA BUENA LANE.**

WHEREAS, on June 3, 2014 the Mayor and City Council approved the Mariposa Acres Rezone;

WHEREAS, on May 1, 2014, the Planning and Zoning Commission approved the Mariposa Acres site plan;

WHEREAS, the proposed Final Plat conforms with the site plan approved by the Planning and Zoning Commission;

WHEREAS, the proposed final plat does not create any substandard or nonconforming lots; and

WHEREAS, the proposed final plat complies with the Surprise Municipal Code and the zoning classifications applicable to this property.

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

Section 1. The Final Plat entitled "Mariposa Acres," dated January 1, 2014 is approved.

APPROVED AND ADOPTED this _____ day of _____ 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS: KING OVER PASS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE STATE OF MARIPOSA ACRES SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF MARIPOSA ACRES AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY 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 AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL WATER/SEWER LINES AND WATER METERS AS SHOWN ON THE PLAT, INCLUDING A CROSS-ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES AND TO DEDICATED WATER/SEWER LINES/WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER/SEWER LINES/WATER METERS.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A NON-EXCLUSIVE EASEMENT OVER, UPON 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.

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

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

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER, UPON 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.

KING OVER PASS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, 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 OWNERS WITHIN THE BOUNDARIES 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.

ANY PARTY WITH RIGHTS TO ANY WATER OR SEWER EASEMENT THAT OVERLAPS ANOTHER WATER OR SEWER EASEMENT SHALL HAVE THE RIGHT TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, REPLACE AND UTILIZE THE WATER/SEWER LINES/WATER METERS IN SUCH EASEMENTS THAT OVERLAP IN AN EMERGENCY SITUATION WITHOUT THE CONSENT OF ALL PARTIES WITH RIGHTS TO SUCH EASEMENTS. IN SUCH SITUATIONS, ALL PARTIES SHALL CONSENT PRIOR TO A NON-EMERGENCY SITUATION. ALL PARTIES SHALL CONSENT PRIOR TO ALLOWING ANY OTHER PARTY TO PERFORM ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, OR REPLACEMENT WORK WITHIN THE EASEMENT.

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

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

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

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

KING OVERPASS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY,

BY: _____

ITS: _____

FINAL PLAT
MARIPOSA ACRES
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE G&SRB&M, MARICOPA COUNTY, ARIZONA

PUBLIC NOTICE

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

RELEASE OF LIABILITY:

KING OVER PASS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH 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 OWNERS WITHIN THE BOUNDARIES 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 GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER, UPON 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. 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 DAMAGE OF LIABILITY FOR PERSON OR PROPERTY CAUSED BY FALLING HEREFIN OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

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NOTES:

IF AT THE TIME OF BUILDING PERMIT FOR A RESIDENTIAL DWELLING UNIT IT IS DETERMINED THAT THERE ARE INSUFFICIENT FIRE FLOWS THE DWELLING UNIT SHALL BE EQUIPPED WITH A FIRE SPRINKLING SYSTEM, SUBJECT TO THE REVIEW AND APPROVAL BY THE CITY OF SURPRISE.

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.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING "FLOOD ZONE" (INSERT: FLOOD ZONE DESIGNATION OR DESIGNATIONS)." BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. (INSERT: FIRM NUMBER), WITH A DATE OF IDENTIFICATION OF (INSERT: MAP DATE), FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

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

PURSUANT TO A.R.S. § 42-111102, 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.

ASSURED WATER SUPPLY

THIS IS TO CERTIFY THAT THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICES OF THE ARIZONA AMERICAN WATER COMPANY, THE ARIZONA DEPARTMENT OF WATER RESOURCES HAS GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY, DWR FILE NO. 27-700529.0000

SITE DATA

APN 501-17-957

DEVELOPER/OWNER

KING OVER PASS LLC
15853 W. TIERRA BUENA LANE
SURPRISE, AZ 85374

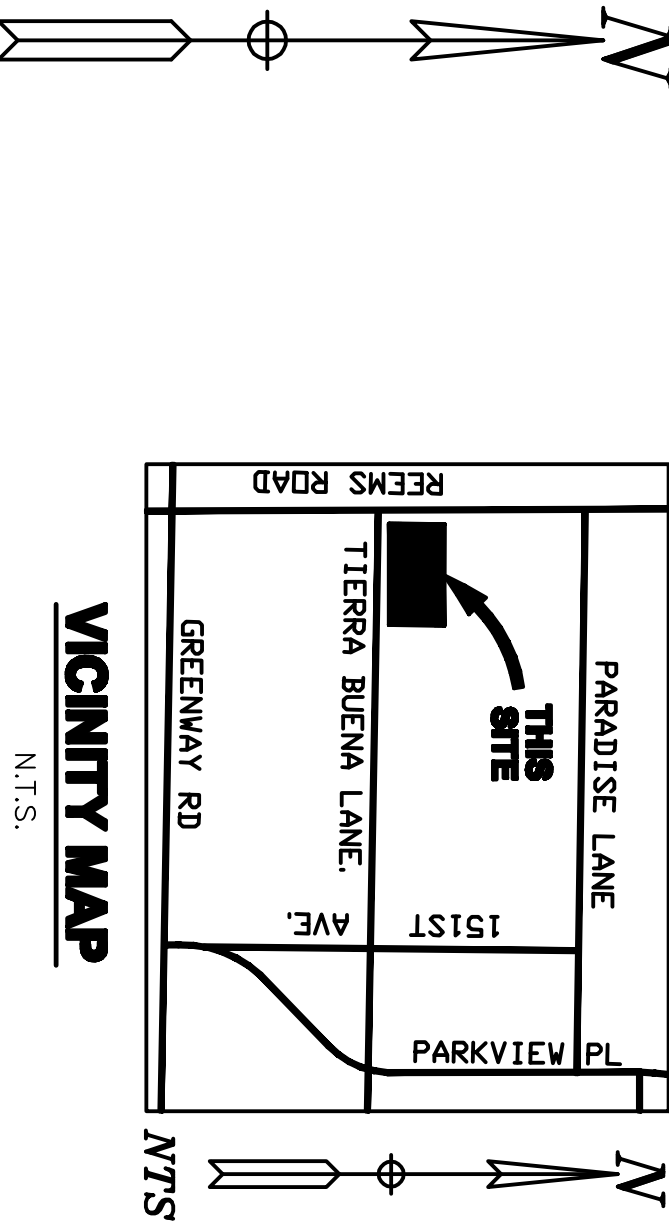
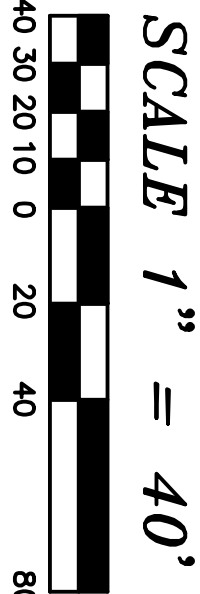
LEGAL DESCRIPTION

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE SOUTH 15 FEET AS QUIT CLAIMED TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION RECORDED IN DOCUMENT NO. 2005-0434832.

BASIS OF BEARINGS:

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, BEARS SOUTH 88°28'49" EAST, AS RECORDED IN BOOK 698 OF MAPS PAGE 41.



ACKNOWLEDGMENT

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

ON THIS ____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE A MEMBER OF KING OVERPASS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE, AS SUCH MEMBER, BEING DUTY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

BY: _____ NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

CITY OF SURPRISE ENGINEER APPROVAL

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

CITY OF SURPRISE COUNCIL APPROVAL

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

Mayor _____ DATE _____
Attest: _____
City Clerk _____ DATE _____

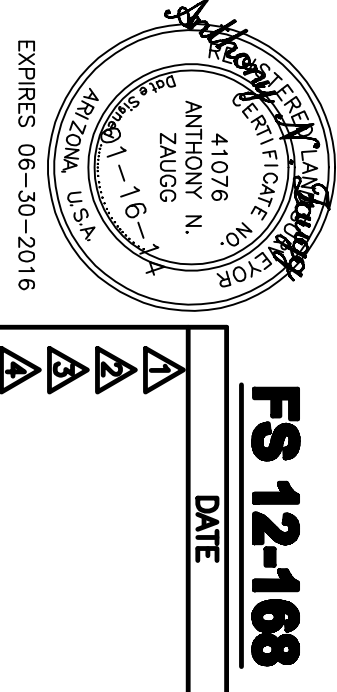
CERTIFICATION

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT, CONSISTING OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM AWARE OF THE LOCATION AND POSITION OF ALL MONUMENTS SHOWN ACTUALLY EXIST, THAT ALL LOT CORNERS ARE SET, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SIGNATURE _____ DATE _____

FEMA INFORMATION

THIS SITE LIES IN FLOOD ZONE "X" AS STATED IN FEMA MAP NO. 040130145H, DATED SEPTEMBER 30, 2005.



FS 12-168

DATE

EXPIRES 06-30-2016

ALLEN CONSULTING ENGINEERS, INC.
3921 E. BASELINE ROAD #002
GILBERT, ARIZONA 85234
PHONE (480) 844-1866
E-MAIL: ace@allenconsulting.com

MARIPOSA ACRES

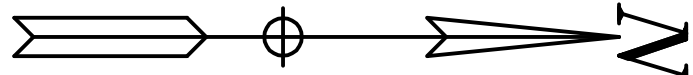
SURPRISE, ARIZONA

FINAL PLAT

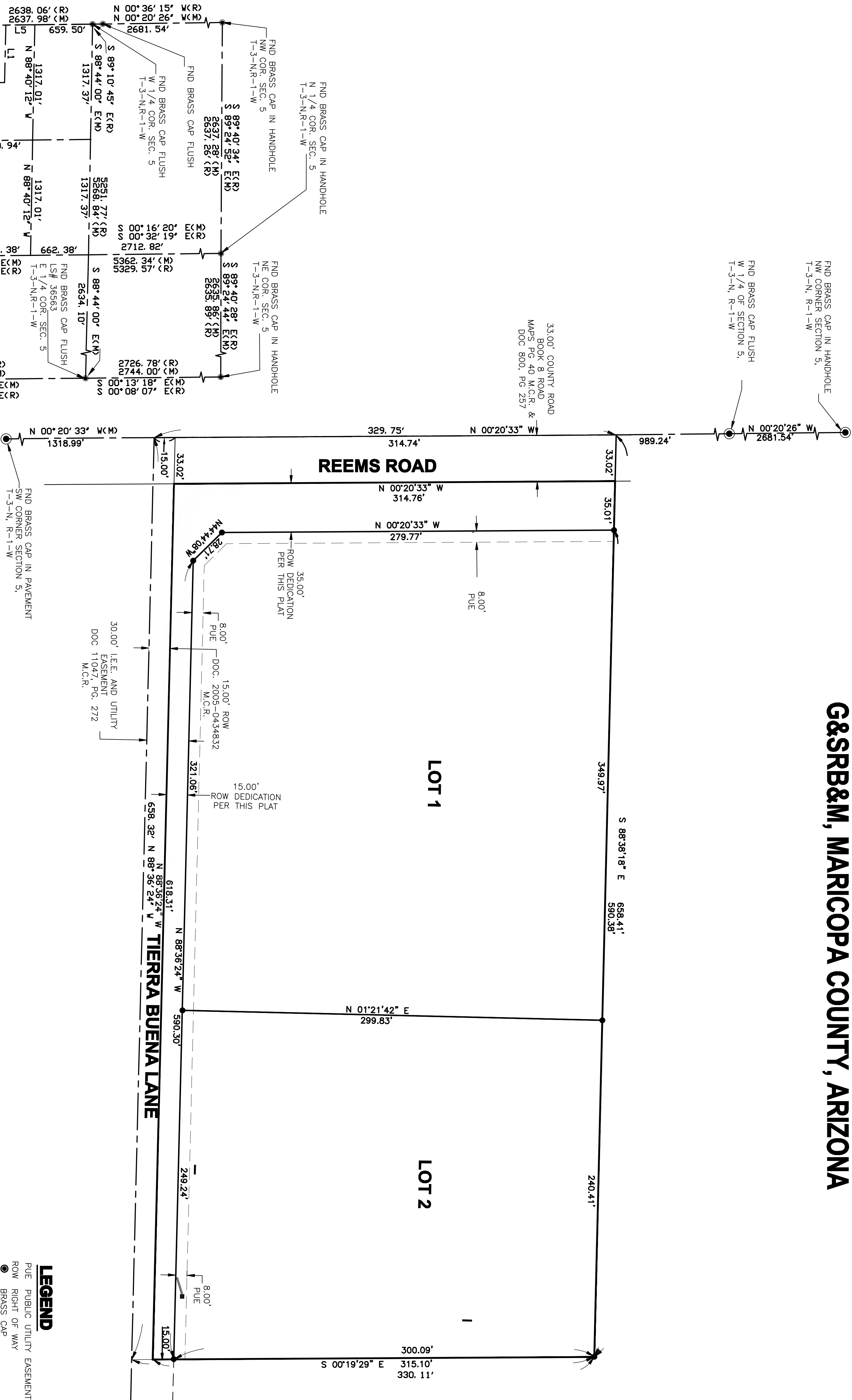
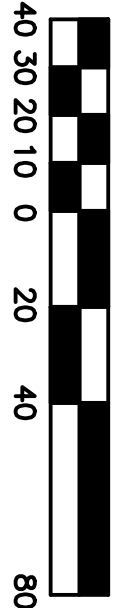
JOB NUMBER	94900	SHEET	1	OF	2
DRAWING	FINAL PLAT	CHECKED BY	DATE	01-16-14	
DRAFTSMAN					

FINAL PLAT
MARIPOSA ACRES

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
G&SRB&M, MARICOPA COUNTY, ARIZONA



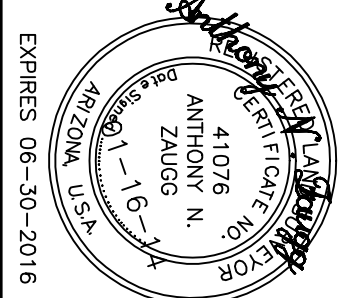
SCALE 1" = 40'



- LEGEND**
- PUE PUBLIC UTILITY EASEMENT
 - ROW RIGHT OF WAY
 - BRASS CAP
 - MOR MARICOPA COUNTY RECORDS
 - FND FOUND
 - SET 1/2" REBAR WITH CAP #41076
 - DOC DOCKET
 - BSL BUILDING SETBACK LINE
 - I.E.E. INGRESS/EGRESS EASEMENT
 - PG PAGE
 - DKT DOCKET

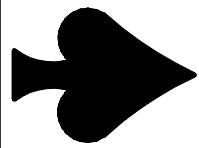
LOT TABLE

LOT #	SQUARE FEET	ACRES
1	103,361	2.3728
2	73,423	1.6855
NET TOTAL	176,784	4.0583
ROW	20,071	0.4609
GROSS TOTAL	196,855	4.5191



FS 12-168

DATE



3921 E. BASELINE ROAD #002
GILBERT, ARIZONA 85234
PHONE (480) 844-1686
E-MAIL: ace@allenconsultingr.com

MARIPOSA ACRES

SURPRISE, ARIZONA

FINAL PLAT

JOB NUMBER	94900	SHEET	2	OF	2
DRAWING	FINAL PLAT	CHECKED BY	DATE	01-16-14	
DRAFTSMAN					

SECTION DETAIL

M.S.

* RECORDED INFORMATION TAKEN FROM "SURPRISE MINI-STORAGE
MINOR LAND DIVISION MAP" ACCORDING TO BOOK 617 OF MAPS,
PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA

Mariposa Acres

City Council

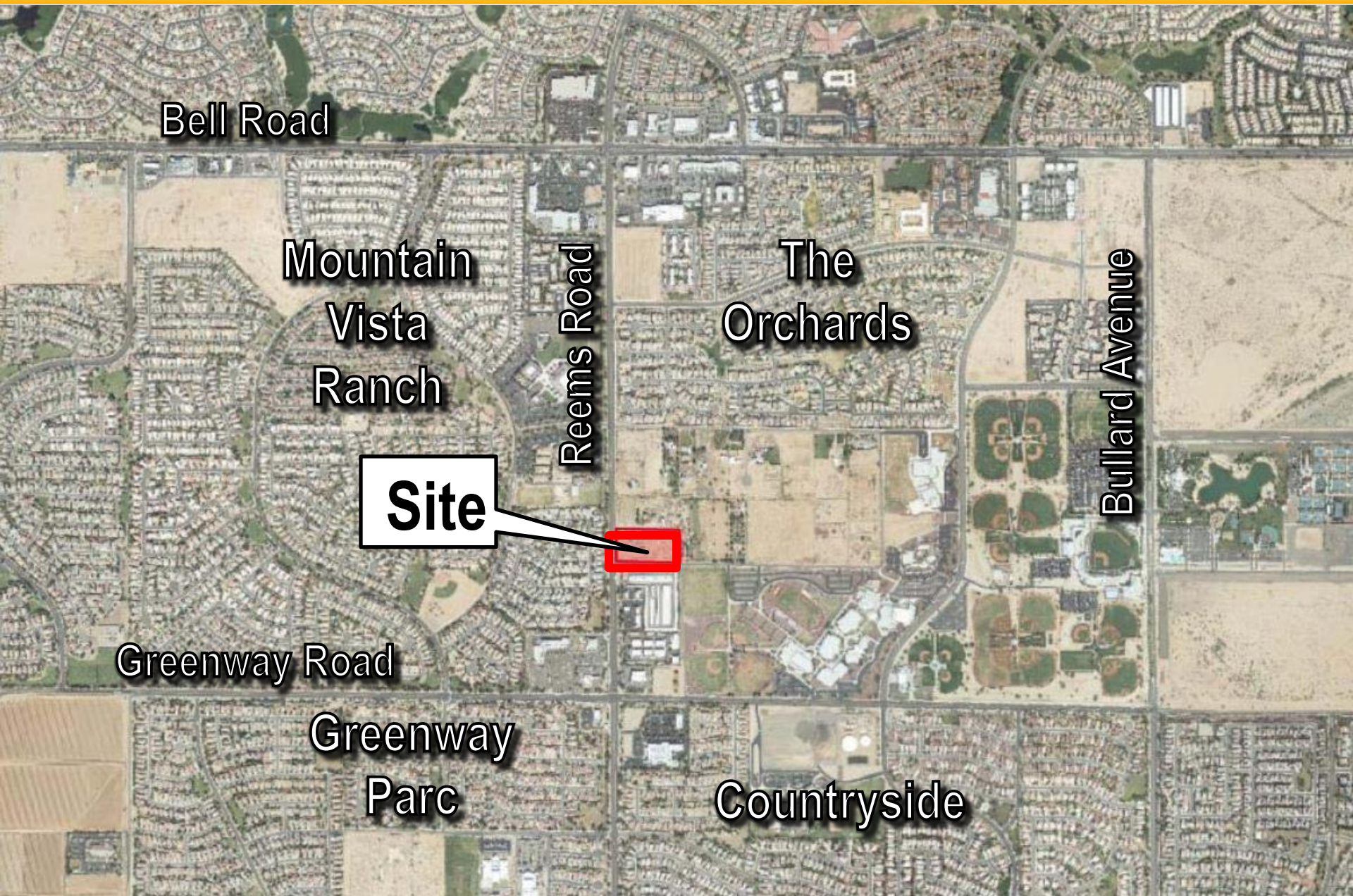
August 19, 2014



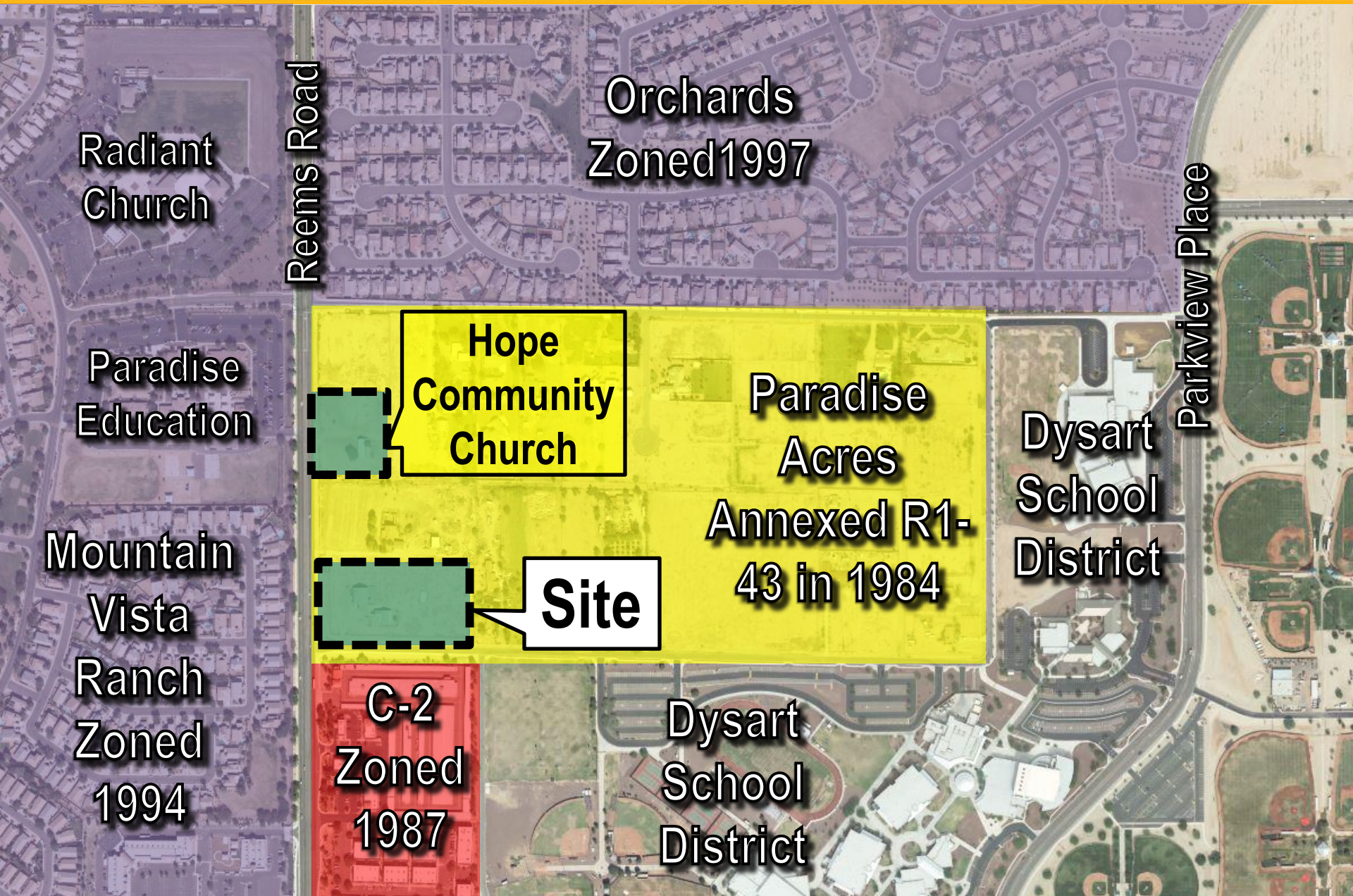
SURPRISE
ARIZONA



VICINITY MAP



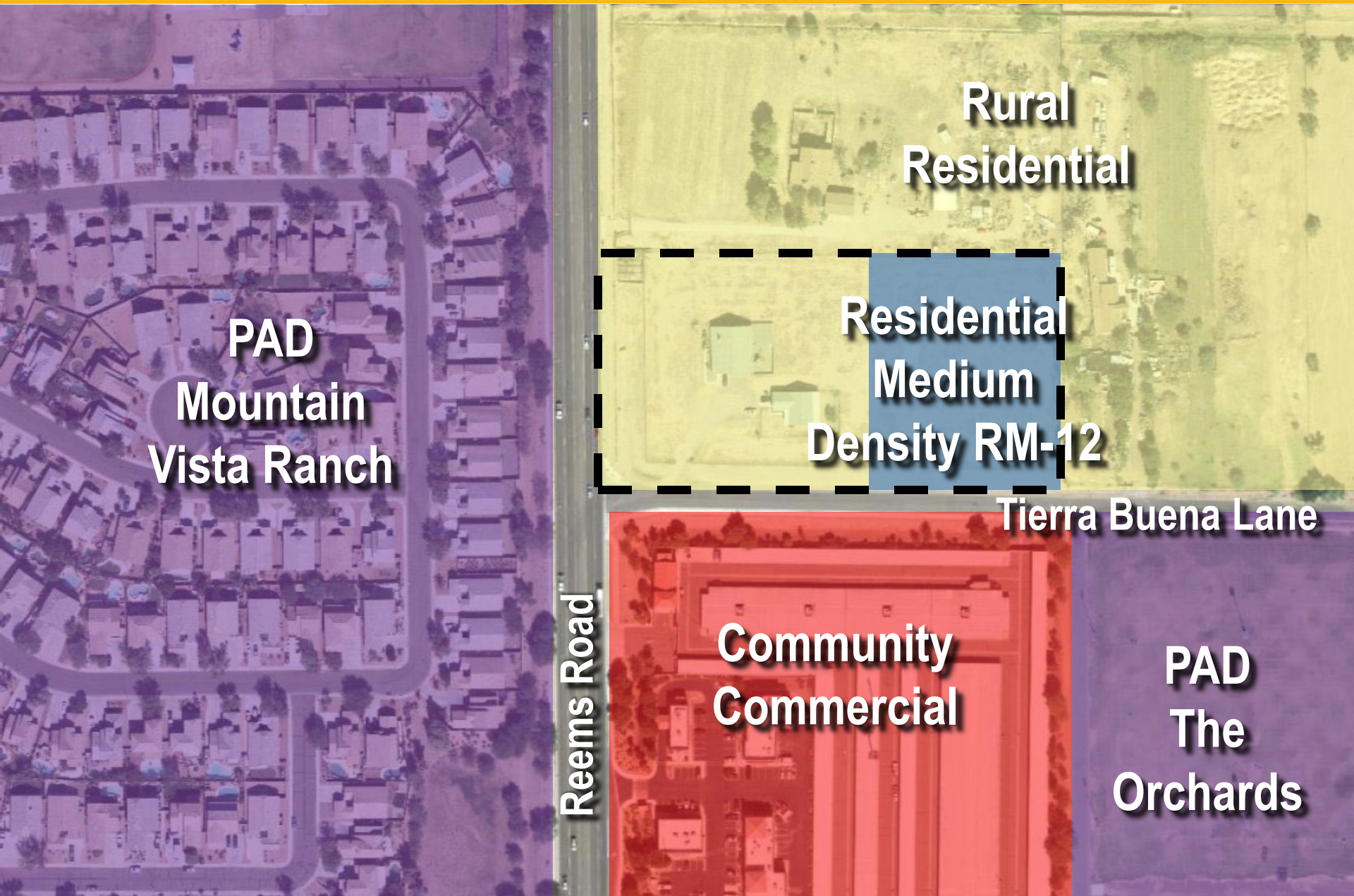
CONTEXT MAP



VICINITY MAP



PROPOSED ZONING



**PAD
Mountain
Vista Ranch**

**Rural
Residential**

**Residential
Medium
Density RM-12**

Tierra Buena Lane

**Community
Commercial**

**PAD
The
Orchards**

Reems Road

SITE PLAN

Mariposa Acres Assisted Living Facility

JOB CONTACT INFORMATION

DEVELOPER:	HCH CONTRACTING LLC P.O. BOX 134 MARICOPA, AZ 85305 602.535.934 OFFICE 602.844.0726
DESIGNER:	SILVER LEAF DESIGN LLC 17710 N. VENTURA ST. SURPRISE, AZ 85080 602.844.0756 OFFICE
ARCHITECT:	CITY SPACE ARCHITECTURE 8401 N. DALEY LANE SUITE 100 PEORIA, AZ 85369 602.710.2515 OFFICE
LANDSCAPE ARCHITECT:	PHILLIP R. RYAN LANDSCAPE ARCHITECT P.C. 515 N. CHANDLER BLVD., SUITE 224 CHANDLER, AZ 85225 480.841.5813 OFFICE
ENGINEER:	ALLEN CONSULTING ENGINEERS, INC. 2550 N. THUNDERBOLT DR. SUITE II MESA, AZ 85205 480.844.6666 OFFICE

PROPERTY INFORMATION

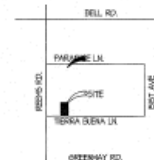
OWNER:	KING OVER PASS LLC
PARCEL NO.:	501-11-021
ADDRESS:	-
LEGAL DESCRIPTION:	SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE 6TH AND 5TH RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
ZONING:	RESIDENTIAL MEDIUM DENSITY
CONSTRUCTION TYPE:	I-2
OCCUPANCY CLASSIFICATION:	V-A FIRE SPRINKLER
SETBACKS:	FRONT: 35 FT, BACK: 15 FT, SIDES: 15 FT
LOT SIZE:	10,423 SQ FT
UNDER ROOF:	20,542 SQ FT
COVERAGE:	25.0%

PARKING CALCULATION

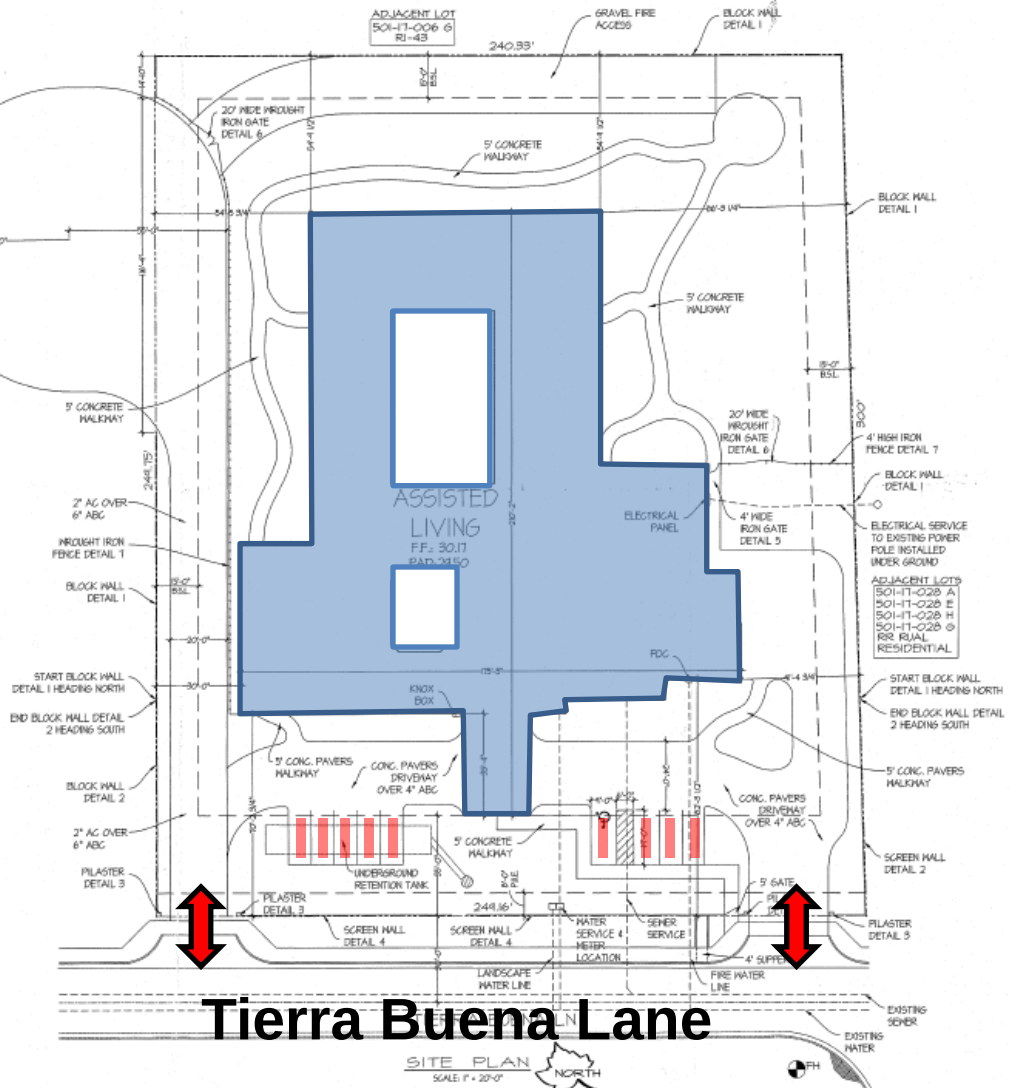
15 BEDROOM X 0.5 SPACES = 8 REQUIRED PARKING SPACES 1 ACCESSIBLE PARKING

BUILDING CODES & AMENDMENTS

INTERNATIONAL BUILDING CODE 2006
INTERNATIONAL FIRE CODE 2006
INTERNATIONAL RESIDENTIAL CODE 2006
INTERNATIONAL MECHANICAL CODE 2006
INTERNATIONAL PLUMBING CODE 2006
INTERNATIONAL ENERGY CONSERVATION CODE 2006
INTERNATIONAL FUEL GAS CODE 2006
INTERNATIONAL ELECTRICAL CODE 2006
NATIONAL ELECTRICAL CODE 2005
ORDINANCE 401-08 LOCAL AMENDMENTS



VICINITY MAP
SCALE: 1/4" = 100'



Tierra Buena Lane

SITE PLAN
SCALE: 1" = 20'-0"

ELEVATIONS



Front Elevation



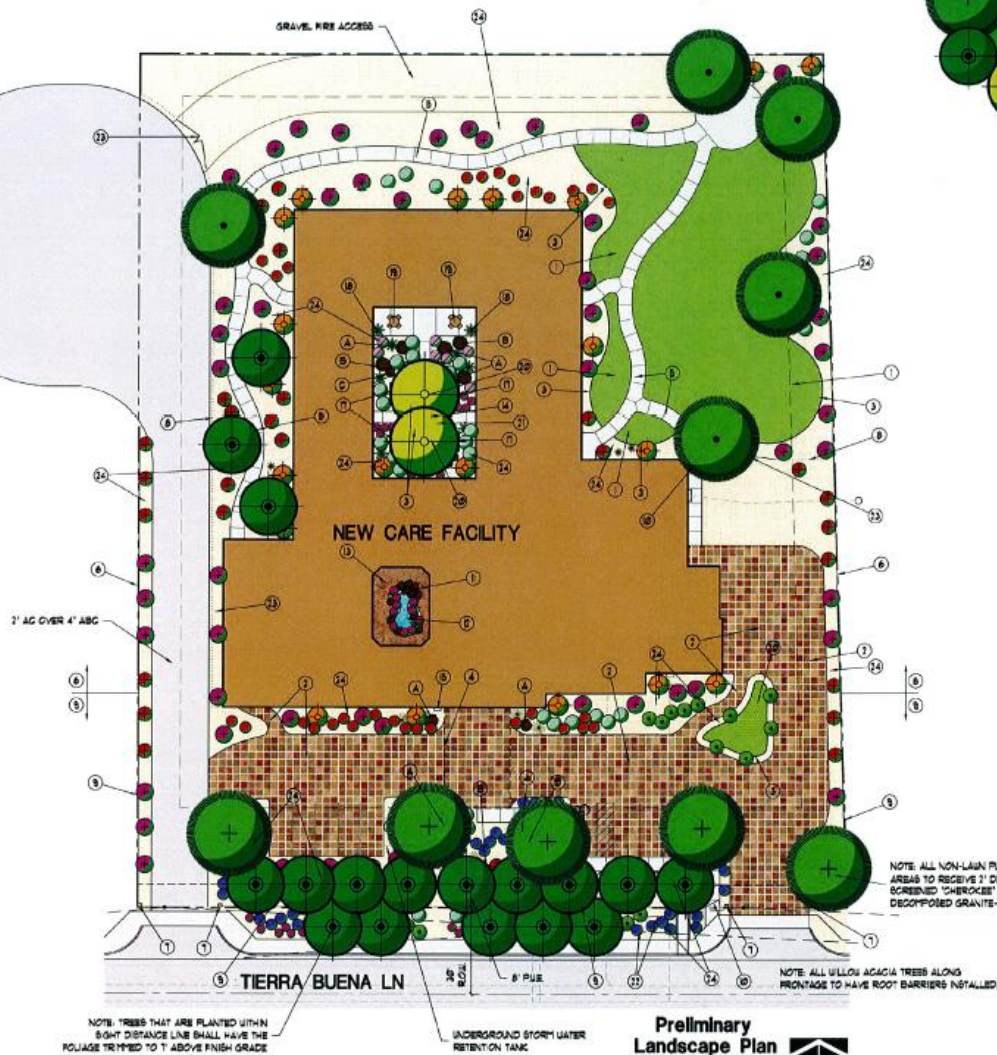
West Elevation



East Elevation



LANDSCAPE



**Preliminary
Landscape Plan**
Scale 1:20
GRAPHIC SCALE
NORTH

PLANT SCHEDULE:

PISTACHIA CHINENSIS	74" BOX	# 5 TOTAL
CHINESE PISTACHE		
PISTACHIA CHINENSIS	5 GALLON	# 5 TOTAL
CHINESE PISTACHE		
ACACIA SALICINA	74" BOX	# 11 TOTAL
WILLOW ACACIA		
FIGUS NITIDA	5 GALLON	2 TOTAL
INDIAN LAUREL, FG		
PHOENIX ROSEBUSH	5 OR 1 GALLON (SEE PLAN)	1 TOTAL
PRYTH DATE PALM	7-3 TRUNK	
CHAMPEDOPS HUMULIS	5 GALLON	# 5 TOTAL
MEDITERRANEAN FAN PALM	5 GALLON	
TECOMA STANS	FULL PAST CAN	21 TOTAL
ORANGE JUBILEE		
LEUCOPHYLLUM CANDIDUM 'THUNDERCLOUD'	5 GALLON	# 16 TOTAL
THUNDERCLOUD BAGE	FULL PAST CAN	
BREMOPHYLLA MAGNATA 'RED HOT'	5 GALLON	# 43 TOTAL
VALENTINE BUSH	FULL PAST CAN	
RHAPLOPHYS NODICA 'P.B.'	5 GALLON	1 TOTAL
PINK BALLERINA INDIA HAWTHORNE	FULL PAST CAN	
CALLISTEMON VYDALIS 'LITTLE JOHN'	5 GALLON	# 51 TOTAL
DWARF BOTTLE BRUSH	FULL PAST CAN	
CONVOLVULUS CNEORUM	5 GALLON	# 10 TOTAL
BUSH MORNING GLORY	FULL PAST CAN	
LANTANA MONTIVICENSIS 'TREENE'	1 GALLON	# 31 TOTAL
RED LANTANA	FULL PAST CAN	
LANTANA MONTIVICENSIS 'TP'	1 GALLON	# 48 TOTAL
TRAILING PURPLE LANTANA	FULL PAST CAN	
RUELLIA BRITTONIANA 'KATIE'	1 GALLON	# 42 TOTAL
KATIE RUELLIA	FULL PAST CAN	
HEPERALOE PARVIFOLIA	1 GALLON	# 1 TOTAL
RED YUCCA	FULL PAST CAN	

* PLANTS WITH ASTERISKS ARE ON THE ARIZONA DEPARTMENT OF WATER RESOURCES LOW WATER USE LIST. (THERE ARE 50% TREES AND 50% PALMS AND SHRUBS THAT ARE CONSIDERED LOW WATER USE.)

PLAN KEY NOTES:

- (1) RECESSED LAWN
- (2) PAVESTONE PAVERS OVER 4" COMPACTED ABC SUBBASE
- (3) 6"x6" CONCRETE HEADER
- (4) PORTE COCHERE
- (5) 5' WIDE CONCRETE SIDEWALK
- (6) DECORATIVE 6" CPU WALL PER ARCH DUGS
- (7) DECORATIVE CPU COLUMN PER ARCH DUGS
- (8) METAL PENCE PER ARCH DUGS
- (9) SCREEN WALL PER ARCH DUGS
- (10) PEDESTRIAN GATE
- (11) BOULDER WATER FEATURE
- (12) QUARTZ POND
- (13) FLAGSTONE PAVING
- (14) MOUNTAIN PER DUG THIS 5'-8"
- (15) KNOX BOX
- (16) RAISED PLANTER
- (17) 6" BENCH
- (18) POTTED PLANT
- (19) TABLE & CHAIRS
- (20) SYNTHETIC TURF
- (21) ANNUALS FROM 4" POTS BY SEASON
- (22) 8'0" DISTANCE LINE PER SURPRISE STD. DETAIL NO. 4-B
- (23) METAL PENCE AND GATE
- (24) INSTALL 2" DEEP, 1/2" SCREENED 'CHEROKEE' DECOMPOSED GRANITE

BOULDER SCHEDULE:

- (A) 4'x6'x36" DEEP (BURY 3')
- (B) 3'x3'x24" DEEP (BURY 3')
- (C) 2'x2'x18" DEEP (BURY 6')



**PHOENIX PRECAST PRODUCTS
TUSCANY SERIES TIERED FOUNTAIN
MODEL TUSF472412T**

MARIPOSA ACRES



MARIPOSA ACRES



Citizen Review Meeting June 24, 2014

Questions or Comments?



RFLS NO:	4017
SUBMIT DATE:	4/1/2014

**SURPRISE CITY ATTORNEY
REQUEST FOR LEGAL SERVICES**

Please retain form with document throughout the entire process.

Requestor: Hobart Wingard

Department & Extension: Community and Economic Development, Ext. 23156

Contract Title: Res - Final Plat for Mariposa Acres

Date of Contract, Event/Performance: 6/15/2014

Description of Legal Services Requested: Review resolution for final plat for Mariposa Acres. Will be going to council concurrent with the rezone which will be a separate RFLS.

Vendor Name, Address & Phone:

To Council? Yes, with Resolution

If Yes, Council Meeting Date: 06/03/2014

*****City Attorney's Office Use*****

RFLS Status: Approved

Attorney Comment:

Applicant decided to go forward; neighborhood meeting scheduled with aim of making the July P&Z mtg per conversation with Bart today.

DONNA.BRONSKI

City Attorney's Office

6/19/2014

Date

8/4/2014 9:50:16 AM



CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 18, 2014	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	5
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	x	Report/Discussion
---------	---------	----------------	---	-------------------

Agenda Wording:

Consideration and action rezoning a property known as Mariposa Acres, located at 15851 West Tierra Buena Lane from Rural Residential (RR) to a medium density zoning district; Ordinance #2014-06.

Motion:

I move to approve Ordinance 2014-06.

Background:

The proposed Mariposa Acres project is seeking a rezone to facilitate an assisted living facility. The rezone, which is limited to the eastern 1.5 acres of the property, will change the property from rural residential (RR) to a medium density zoning district (RM-12).

Financial Impact Statement:

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

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Vicinity Map](#)
 - ☐ [Ordinance](#)
 - ☐ [Rezone Document](#)
 - ☐ [Citizen Review](#)
 - ☐ [Presentation](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

Hobart Wingard, Planner



COMMUNITY DEVELOPMENT

Date: August 18, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Director
Lloyd Abrams, Long Range Planning Manager
Hobart Wingard, Planner
hobart.wingard@surpriseaz.gov 623-222-3156

Re: FS12-168 – Mariposa Acres Rezone

Application Summary

The applicant is requesting rezone approval for a proposed assisted living project known as Moonlight Manor.

Location

The subject project is at 15851 West Tierra Buena Lane, approximately 3,600 feet south of the intersection of Bell and Reems Roads.

History

- The subject parcel was annexed into the city on June 20, 1984.
- On July 10, 2014, the Planning and Zoning Commission recommended approval of the rezone to the Mayor and City Council.

Project Summary

The proposed Mariposa Acres project is seeking a rezone to facilitate an assisted living facility. The rezone, which is limited to the eastern 1.5 acres of the 4.5 acre property, will change the property from rural residential (RR) to a medium density zoning district (RM-12). An associated final plat will subdivide the proposed zoning districts into two (2) separate parcels.

The General Plan identifies this area as Low Density Residential allowing three (3) to five (5) dwelling units per acre. This land use permits a mix of single-family, duplexes, townhouses, and low rise apartments provided the overall density of the area does not exceed five (5) units per acre. The existing gross density of this rural area is approximately 0.6 dwelling units per acre.

The intent of the project is to provide a 15-bed assisted care home. The proposed 20,592-square-foot, 2-story structure will have a southwestern theme utilizing materials such as stone, wood, stucco, and steel. To further enhance the aesthetics, a concrete paver entry drive will be provided.

Citizen Review Meetings

A citizen review meeting was held on June 27, 2012 at the Holiday Inn Express located at 16540 North Bullard Lane. Approximately 20 residents attended the meeting and voiced concern over the original intent of rezoning the parcel along Reems Road to community commercial citing potential issues with vehicular and pedestrian traffic from the high school to the east.

At the time of the meeting, the plan for the assisted living facility was not opposed by the residents. Since the meeting, the applicant has revised their request to rezone only a portion of the parcel to medium density residential and eliminate the commercial component.

At the request of the Planning and Zoning Commission, an additional citizen review meeting was held on June 24, 2014. A Citizen Participation Report is attached.

Findings of Fact

1. Staff finds that the proposed rezone and site plan complies with the Surprise Municipal Code.
 - *This assisted living facility provides pedestrian and vehicular access, parking, landscaping, lighting, and signage*
 - *This assisted living facility provides various housing opportunities for individual lifestyles.*
2. Staff finds that the proposed rezone and site plan complies with the Surprise General Plan.
 - *This assisted living facility will provide infill and diversity of housing.*

Recommendation

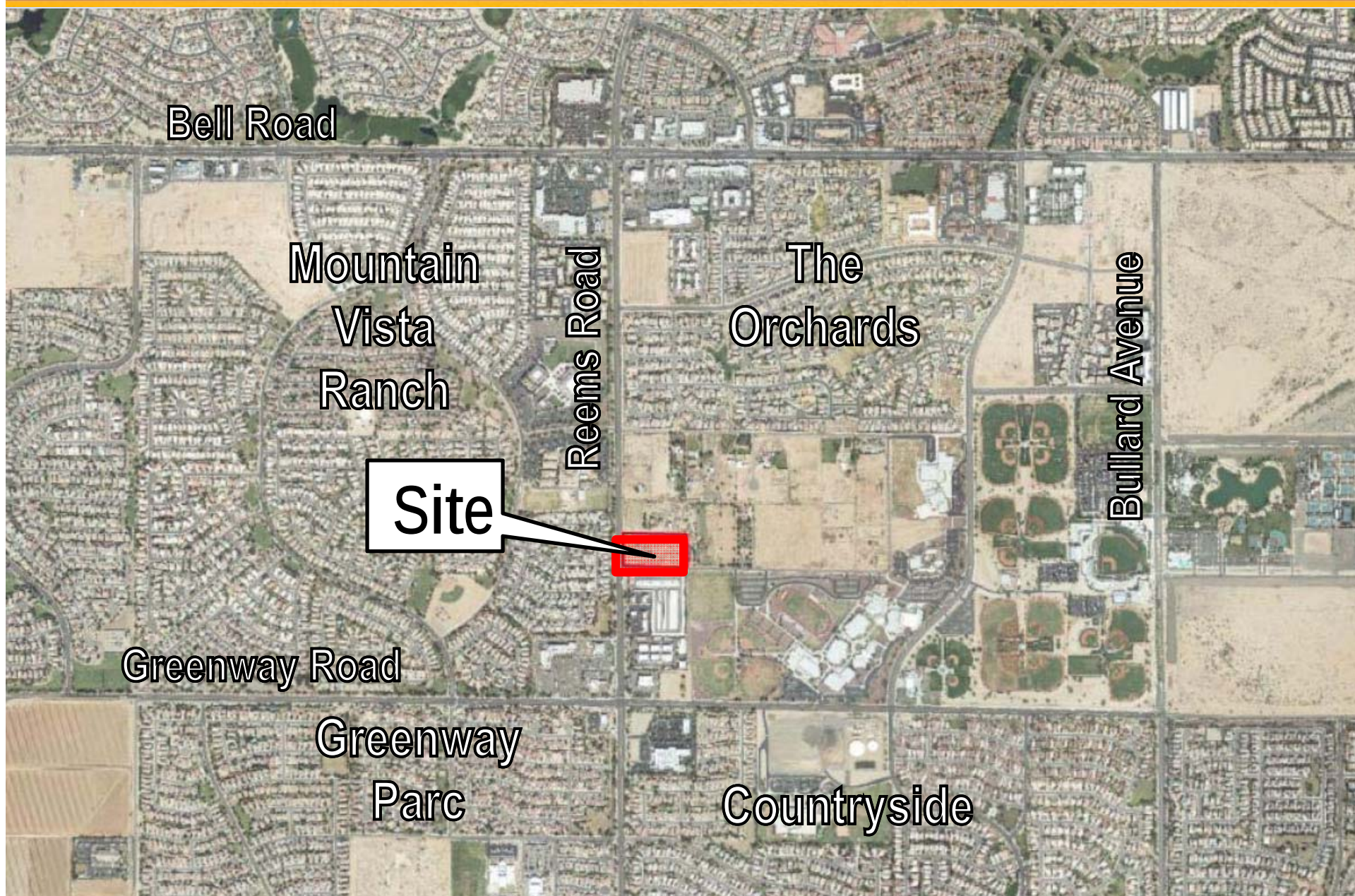
Staff recommends approval of the Mariposa project, subject to the following conditions:

- a. Recommendation to approve rezoning the eastern 1.5 acres of the 4.5 acre property from Rural Residential (RR) to Medium Density Residential (RM-12).

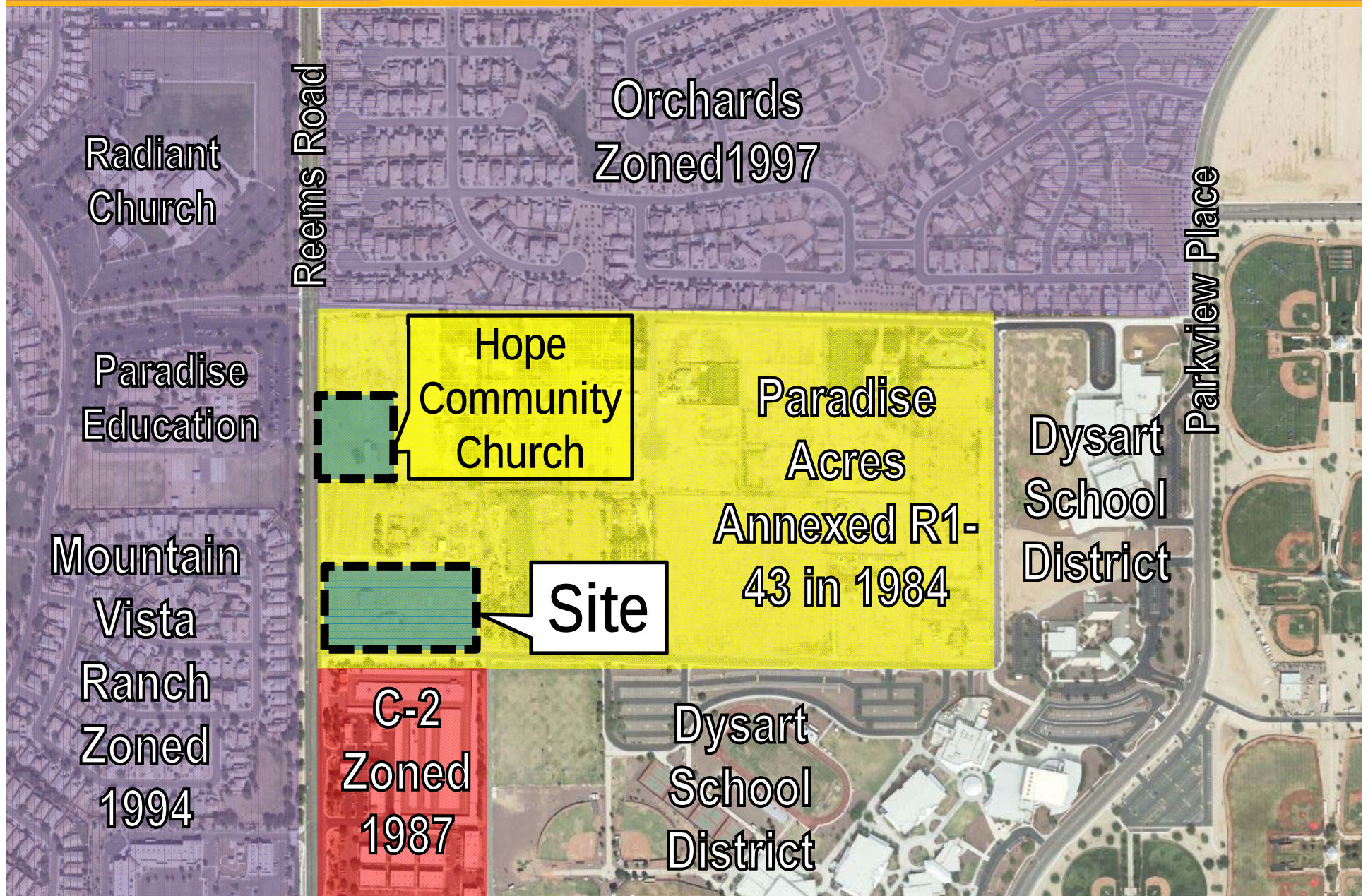
Attachments

Vicinity Map, Rezoning Document, and Citizen Participation Report

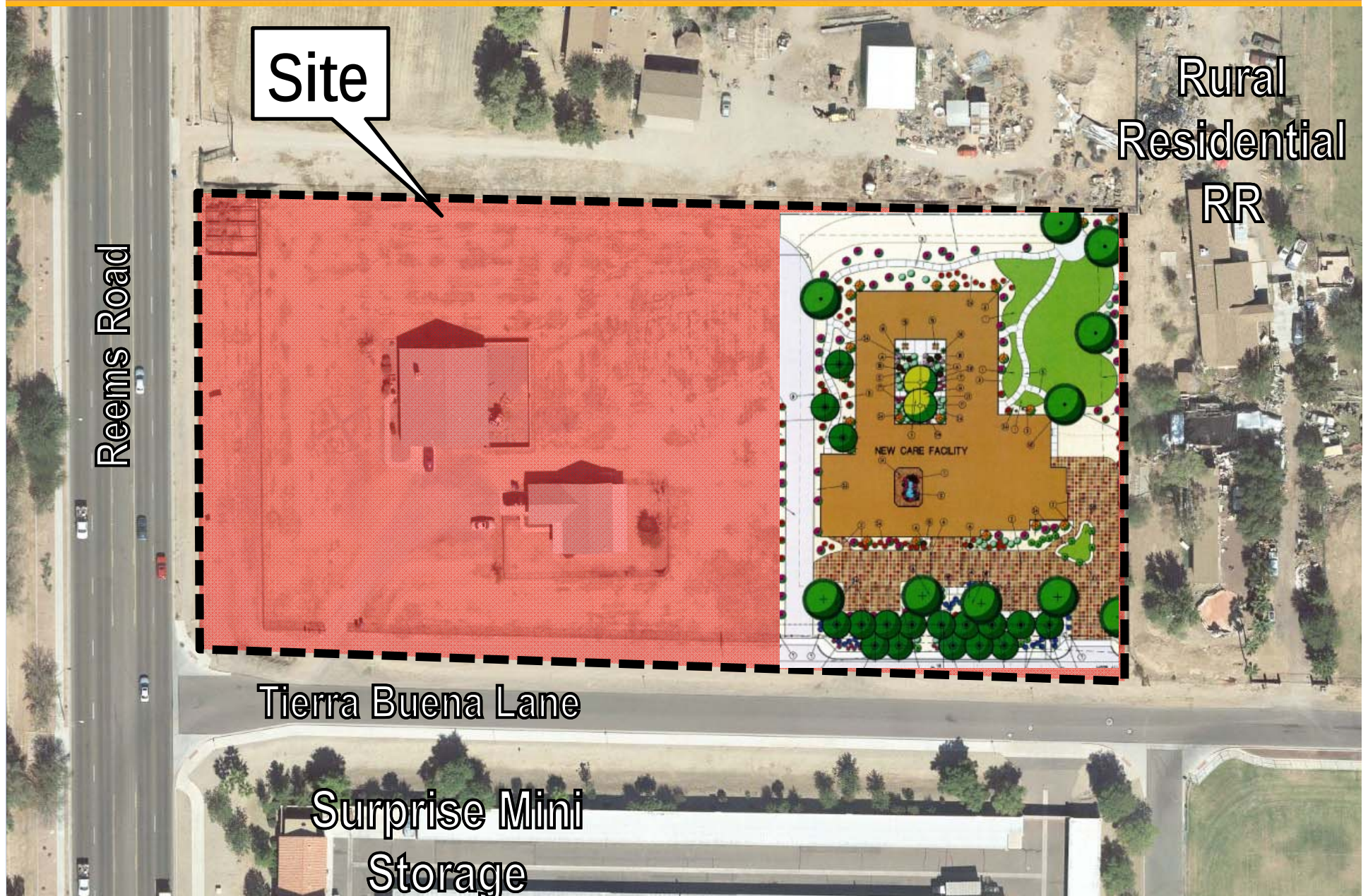
VICINITY MAP



CONTEXT MAP



VICINITY MAP



ORDINANCE 2014-06

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FOR MARIPOSA ACRES, LOCATED AT 15851 WEST TIERRA BUENA LANE FROM RURAL RESIDENTIAL (RR) TO RESIDENTIAL MEDIUM DENSITY (RM-12).

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located at 15851 West Tierra Buena Lane, APN # 501-17-957;

WHEREAS, the subject site is zoned as Rural Residential and the applicant request a re-zone to Residential Medium Density (RM-12);

WHEREAS, the rezone is authorized by Surprise Municipal Code §122-68;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed zoning district satisfies the requirements set forth in Chapter 122 of the Surprise Municipal Code;

WHEREAS, this zoning district is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan, Village 1; and

WHEREAS, on May 1, 2014, the Planning and Zoning Commission continued the Mariposa Acres rezoning case so that there was time to hold another neighborhood meeting; that meeting was held on June 24, 2014; and on July 10, 2014, the Planning and Zoning Commission recommended approval of the rezone conditioned on the plat approval.

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

Section 1. The application to rezone Mariposa Acres, located at 15851 West Tierra Buena Lane from rural residential (RR) to residential medium density (RM-12) is hereby approved.

Section 2. Map Amendment. The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as further described in the Legal Description marked Exhibit A -1 and the corresponding parcel

map marked Exhibit A-2, both attached hereto and incorporated herein by this reference.

Section 3. Penalty. Any person found guilty of violating any provision of this ordinance will be guilty of a Class 1 misdemeanor punishable by a maximum fine of two thousand five hundred dollars or imprisonment not exceeding six (6) months, or both. Each day that a violation continues will be a separate offense punishable as described in this section 3 and Section 2-238, Penalties, of the Surprise Municipal Code.

Section 4. Repeal. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed with respect to the property that is the subject of this ordinance, upon the effective date of this ordinance.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decisions will not affect the validity of the remaining portions of this ordinance.

Section 6. This ordinance is not of a general nature and will not be codified.

APPROVED AND ADOPTED this _____ day of _____ 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

LEGAL DESCRIPTION
FOR MARIPOSA ACRES LOT 2

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

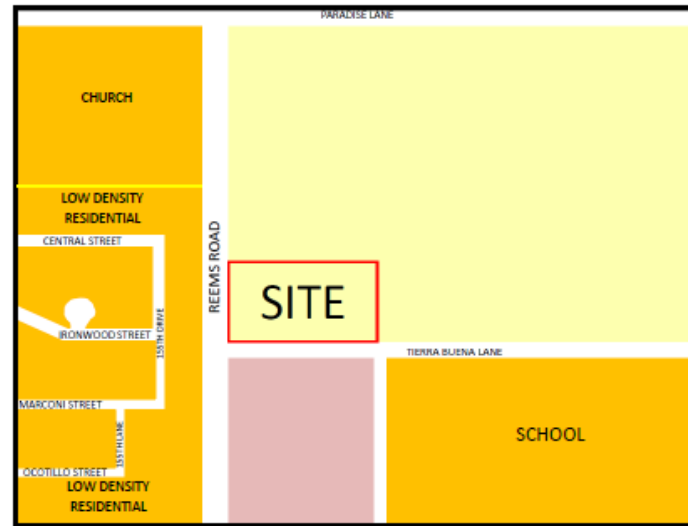
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5, BEING MARKED BY A BRASS CAP FLUSH WITH PAVEMENT LYING SOUTH 00°20'33" EAST (BASIS OF BEARINGS) 2637.98 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 5, BEING MARKED BY A BRASS CAP FLUSH WITH PAVEMENT;

THENCE NORTH 00°20'33" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 1318.99 FEET TO THE INTERSECTION OF REEMS ROAD AND TIERRA BUENA LANE;
THENCE SOUTH 88°36'24" EAST 33.02 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00°20'33" WEST PARALLEL WITH AND 33.02 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, 329.76 FEET;
THENCE SOUTH 88°38'18" EAST 384.98 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 88°38'18" EAST 240.41 FEET;
THENCE SOUTH 00°19'29" EAST 315.09 FEET;
THENCE NORTH 88°36'24" WEST 249.24 FEET;
THENCE NORTH 01°21'42" EAST 314.83 FEET TO THE POINT OF BEGINNING.

ZONING MAP – EXHIBIT A-2

EXISTING

RR-RURAL RESIDENTIAL

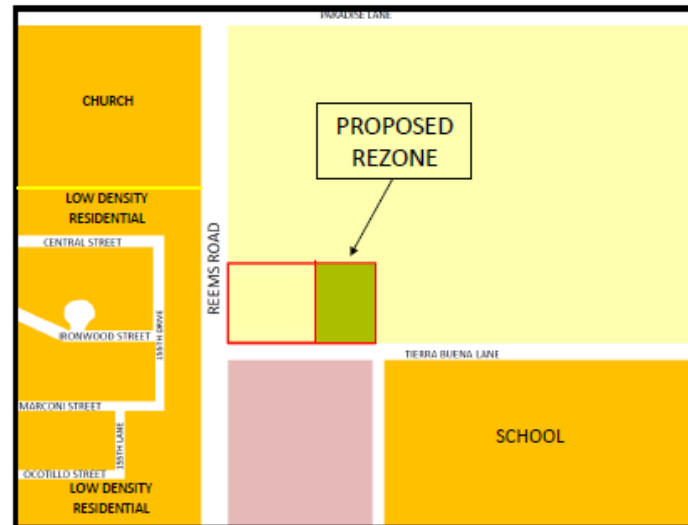


LEGEND

- RR- RURAL RESIDENTIAL
- CC- COMMUNITY COMMERCIAL
- PAD- PLANNED AREA DEVELOPMENT

PROPOSED

RM- RESIDENTIAL
MEDIUM DENSITY



LEGEND

- RR- RURAL RESIDENTIAL
- RM-RESIDENTIAL MEDIUM DENSITY
- CC- COMMUNITY COMMERCIAL
- PAD- PLANNED AREA DEVELOPMENT

Rezone Documents

Request for rezone of parcel number 501-17-957, 15853 Reems Rd. which is on the NEC of Tierra Buena and Reems Rd., Surprise. The 4 acre parcel is presently zoned (RR) Rural Residential. We are requesting a zone change for the East 1.5 acre portion to (RM) Residential Medium Density to accommodate a 15 resident assisted care home. The balance of the property, 2.5 acres, will remain (RR) Rural Residential. A final plat is being processed concurrently along the rezone limit.

Surrounding Parcels

The adjacent parcels are zoned (RR), with single family residential to the West and commercial (mini storage and retail) south of this parcel.

- A high school and grade school are also in close proximity. An existing residential setting care facility with 10 residents is located approximately 2000 feet Northeast of this location. Moonlight Manor, is presently full with a waiting list. For this reason we feel there is need for an additional care home with the same quality and appearance as Moonlight Manor. The zone change will allow for an assisted care home.

Proposed Zoning - Residential medium density (RM-12)

The purpose of the residential medium density (RM) zoning district is to provide for a mixture of medium density residential uses including single-family detached and attached dwellings, duplexes or other types of medium density housing together with schools, parks, and other public services necessary for an urban residential environment. The district is designed to allow maximum flexibility while maintaining an environment compatible with adjoining neighborhoods.

Existing Zoning - Residential Ranch (RR)

Purpose. The purpose of the residential ranch (RR) zoning district is to preserve aspects of the city's rural heritage through preservation of existing working farms, ranches, and open areas. The RR district protects and preserves valuable open space, natural resources, and rural areas such as rangeland and existing agricultural lands through fostering orderly growth in rural areas to prevent urban and rural land use conflicts. This district should promote an organized, efficient pattern of development by providing conditions conducive to continued land and rural purposes in appropriate locations, thereby reducing economic pressure which would otherwise lead to a scattered, inefficient and inconvenient pattern of urban activities.

General Plan 2035

The growth element called for in the General plan requires focus on using infill lots for developing growth. This conforms utilizing existing transportation, utilities and neighborhood compatibility. The housing element requires the promoting of diverse housing stock for the needs of the community. This zone change will provide for senior citizens that are a large population of Surprise.

The energy element in the General plan encourages the use of renewable energy and efficient energy use. This project complies as solar energy will provide electricity for heating/cooling and electric use.

The existing sewer and water are in place. The street is improved with asphalt pavement that will be widened next to the rezoned property.

Citizens Review Committee

A neighborhood meeting was held on June 27, 2012 at the Holiday Inn, 16540 N, Bullard Ave. Surprise. Prior to the meeting the subject property had been posted with "Notice of Public Hearing" signs both on Reems and Tierra Buena. In addition all properties located within 300' radius of the property were notified by mail and was newspaper published. Representatives of the owner also went door to door to visit with the neighborhood residents to discuss the plan and meeting. Approximately 20 citizens attended the meeting.

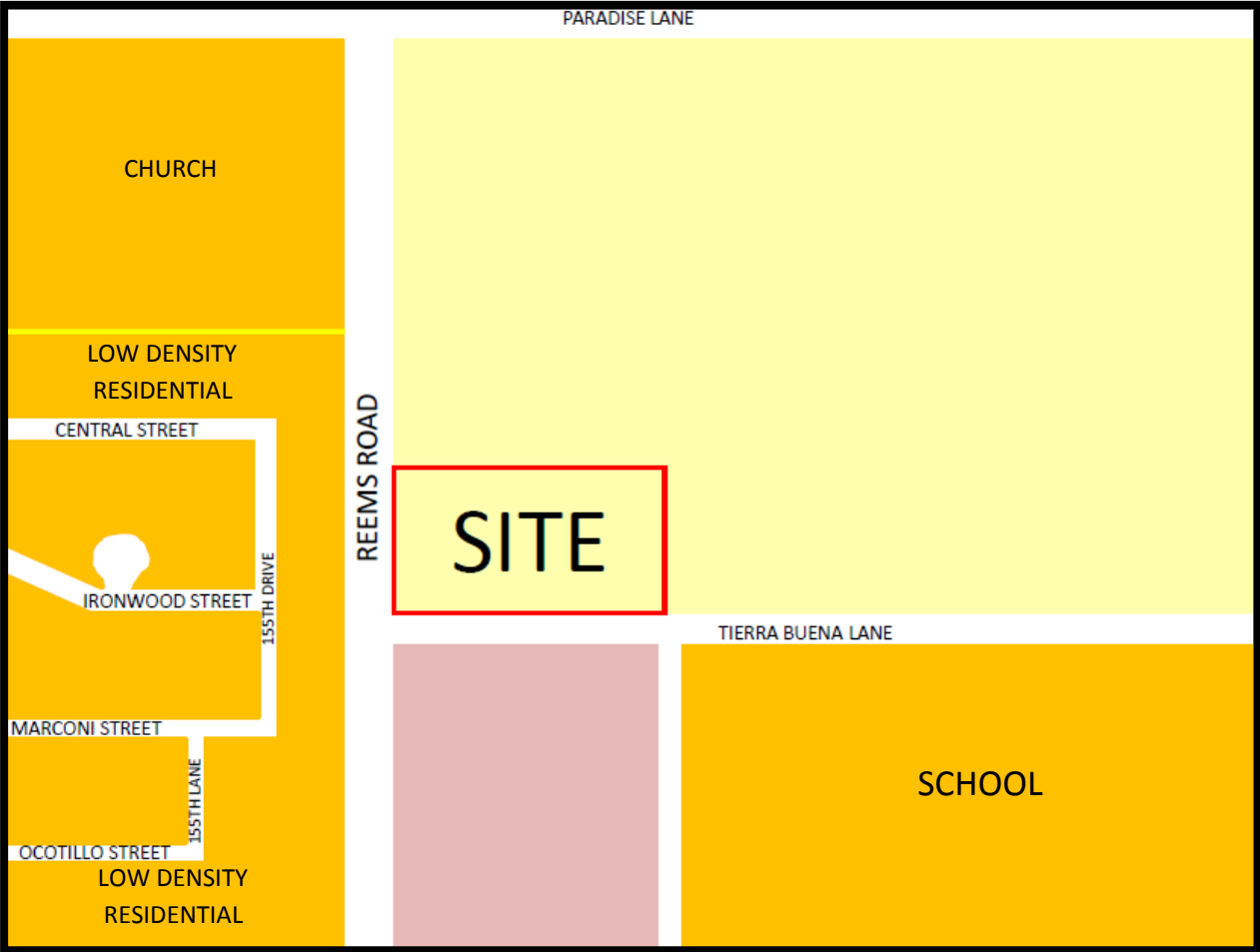
The plan at that meeting called for a PUD overlay with the East 1.5 acre portion to be rezoned to medium density residential to accommodate a 15 unit assisted care facility, with the West 2.5 acres to be rezoned to neighborhood commercial.

Several of the citizens voiced concerns about the commercial component and the impact of noise and traffic that might be generated. The plan for the assisted care facility was not challenged and the citizens were very receptive of adding this to the neighborhood.

The plan was adjusted to request a rezone to accommodate the assisted care facility on the East 1.5 acre portion and leave the West 2.5 acres unchanged until such time as a compatible use can be found.

EXISTING

RR-RURAL RESIDENTIAL

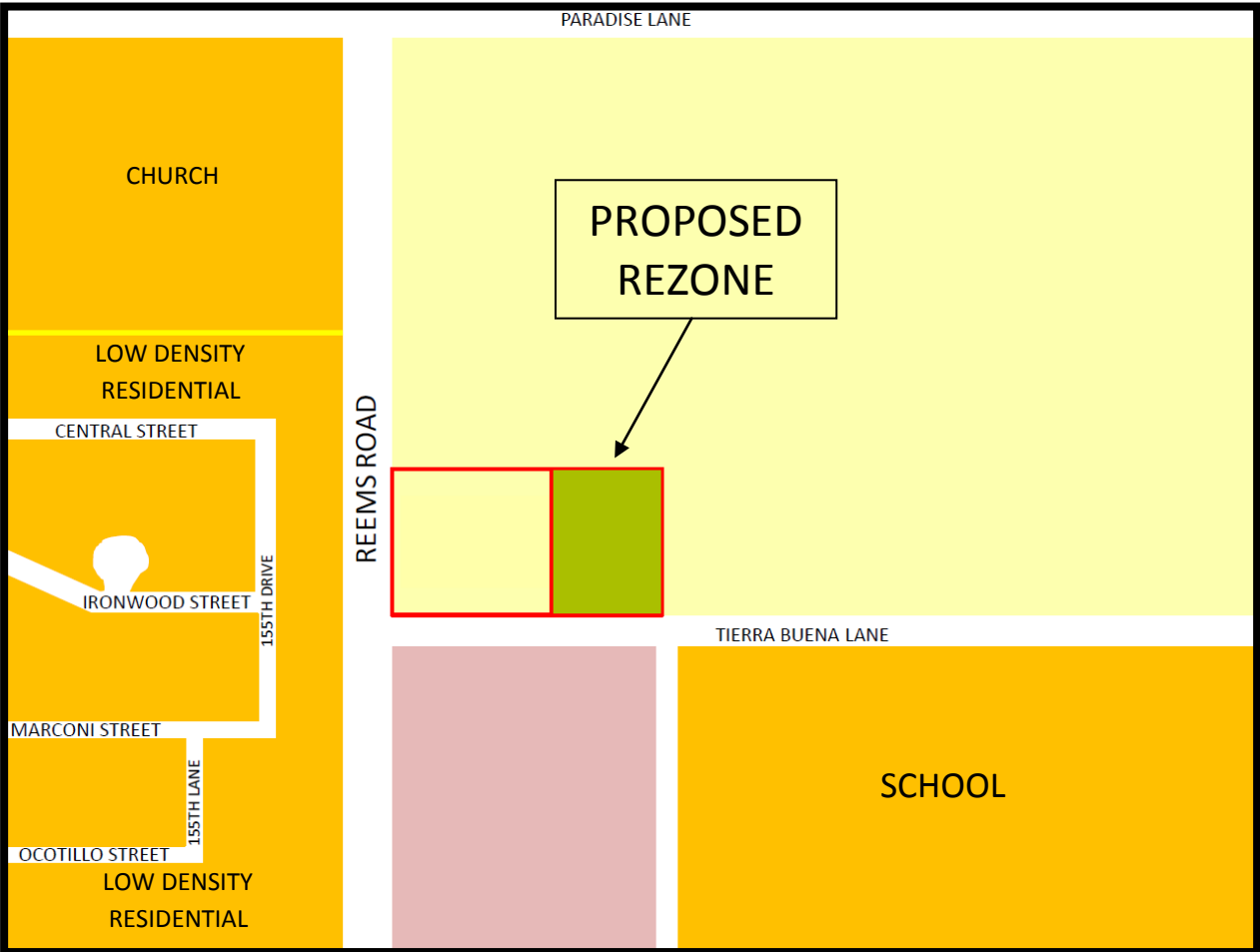


LEGEND

- RR- RURAL RESIDENTIAL
- CC- COMMUNITY COMMERCIAL
- PAD- PLANNED AREA DEVELOPMENT

PROPOSED

RM- RESIDENTIAL
MEDIUM DENSITY



LEGEND

- RR- RURAL RESIDENTIAL
- RM-RESIDENTIAL MEDIUM DENSITY
- CC- COMMUNITY COMMERCIAL
- PAD- PLANNED AREA DEVELOPMENT

LEGAL DESCRIPTION
FOR MARIPOSA ACRES LOT 2

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5, BEING MARKED BY A BRASS CAP FLUSH WITH PAVEMENT LYING SOUTH 00°20'33" EAST (BASIS OF BEARINGS) 2637.98 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 5, BEING MARKED BY A BRASS CAP FLUSH WITH PAVEMENT;

THENCE NORTH 00°20'33" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 1318.99 FEET TO THE INTERSECTION OF REEMS ROAD AND TIERRA BUENA LANE;

THENCE SOUTH 88°36'24" EAST 33.02 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°20'33" WEST PARALLEL WITH AND 33.02 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, 329.76 FEET;

THENCE SOUTH 88°38'18" EAST 384.98 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°38'18" EAST 240.41 FEET;

THENCE SOUTH 00°19'29" EAST 315.09 FEET;

THENCE NORTH 88°36'24" WEST 249.24 FEET;

THENCE NORTH 01°21'42" EAST 314.83 FEET TO THE POINT OF BEGINNING.

Rezone Documents

Request for rezone of parcel number 501-17-957, 15853 Reems Rd. which is on the NEC of Tierra Buena and Reems Rd., Surprise. The 4 acre parcel is presently zoned (RR) Rural Residential. We are requesting a zone change for the East 1.5 acre portion to (RM) Residential Medium Density to accommodate a 15 resident assisted care home. The balance of the property, 2.5 acres, will remain (RR) Rural Residential. A final plat is being processed concurrently along the rezone limit.

Surrounding Parcels

The adjacent parcels are zoned (RR), with single family residential to the West and commercial (mini storage and retail) south of this parcel.

- A high school and grade school are also in close proximity. An existing residential setting care facility with 10 residents is located approximately 2000 feet Northeast of this location. Moonlight Manor, is presently full with a waiting list. For this reason we feel there is need for an additional care home with the same quality and appearance as Moonlight Manor. The zone change will allow for an assisted care home.

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The growth element called for in the General plan requires focus on using infill lots for developing growth. This conforms utilizing existing transportation, utilities and neighborhood compatibility. The housing element requires the promoting of diverse housing stock for the needs of the community. This zone change will provide for senior citizens that are a large population of Surprise.

The energy element in the General plan encourages the use of renewable energy and efficient energy use. This project complies as solar energy will provide electricity for heating/cooling and electric use.

The existing sewer and water are in place. The street is improved with asphalt pavement that will be widened next to the rezoned property.

Citizens Review Committee

A neighborhood meeting was held on June 27, 2012 at the Holiday Inn, 16540 N, Bullard Ave. Surprise. Prior to the meeting the subject property had been posted with "Notice of Public Hearing" signs both on Reems and Tierra Buena. In addition all properties located within 300' radius of the property were notified by mail and was newspaper published. Representatives of the owner also went door to door to visit with the neighborhood residents to discuss the plan and meeting. Approximately 20 citizens attended the meeting.

The plan at that meeting called for a PUD overlay with the East 1.5 acre portion to be rezoned to medium density residential to accommodate a 15 unit assisted care facility, with the West 2.5 acres to be rezoned to neighborhood commercial.

Several of the citizens voiced concerns about the commercial component and the impact of noise and traffic that might be generated. The plan for the assisted care facility was not challenged and the citizens were very receptive of adding this to the neighborhood.

The plan was adjusted to request a rezone to accommodate the assisted care facility on the East 1.5 acre portion and leave the West 2.5 acres unchanged until such time as a compatible use can be found.

Citizens Review Meeting

A second neighborhood meeting was held June 24, 2014 at the Holiday Inn located at 16540 North Bullard Avenue in Surprise. Prior to the meeting the subject property had been posted with "Notice of Public Hearing" signs on both Reems and Tierra Buena. In addition, all properties located within 300' radius of the property were notified by mail, and was also published in the newspaper.

Gene Stumvoll & Bob Saling from Award Realty reviewed the new plan which called for rezoning lot 2 of Mariposa Acres to Medium Density Zoning to accommodate a 15 unit assisted care facility, with the West 2.5 acres to remain rural residential. Discussion as to the design, operations of the Assisted Living Home was held. Questions as to enough parking was gone over. The home has the required spaces plus three more in the 3 car garage.

The history of this was reviewed as to the prior zone change request which called for rezoning of the front 2.5 acres to be commercial. Opposition to this by a few people that were concerned about their neighborhood cause us to drop the request of the 2.5 acres and make these changes.

Question and answer session continued and an orderly session lasted for over ½ hour. Five properties in the area were represented & the consensus was that the facility would be a nice addition to the neighborhood, the concern by 3 of the owners was the potential of further rezoning to medium density that would allow for higher density and apartments in the future. These parties were outside of the 300 foot area.

One property owner within the 300 feet gave a discussion that he was in favor to this change .

**Gene Stumvoll and Bob Saling
Award Realty Inc.**

Mariposa Acres

City Council

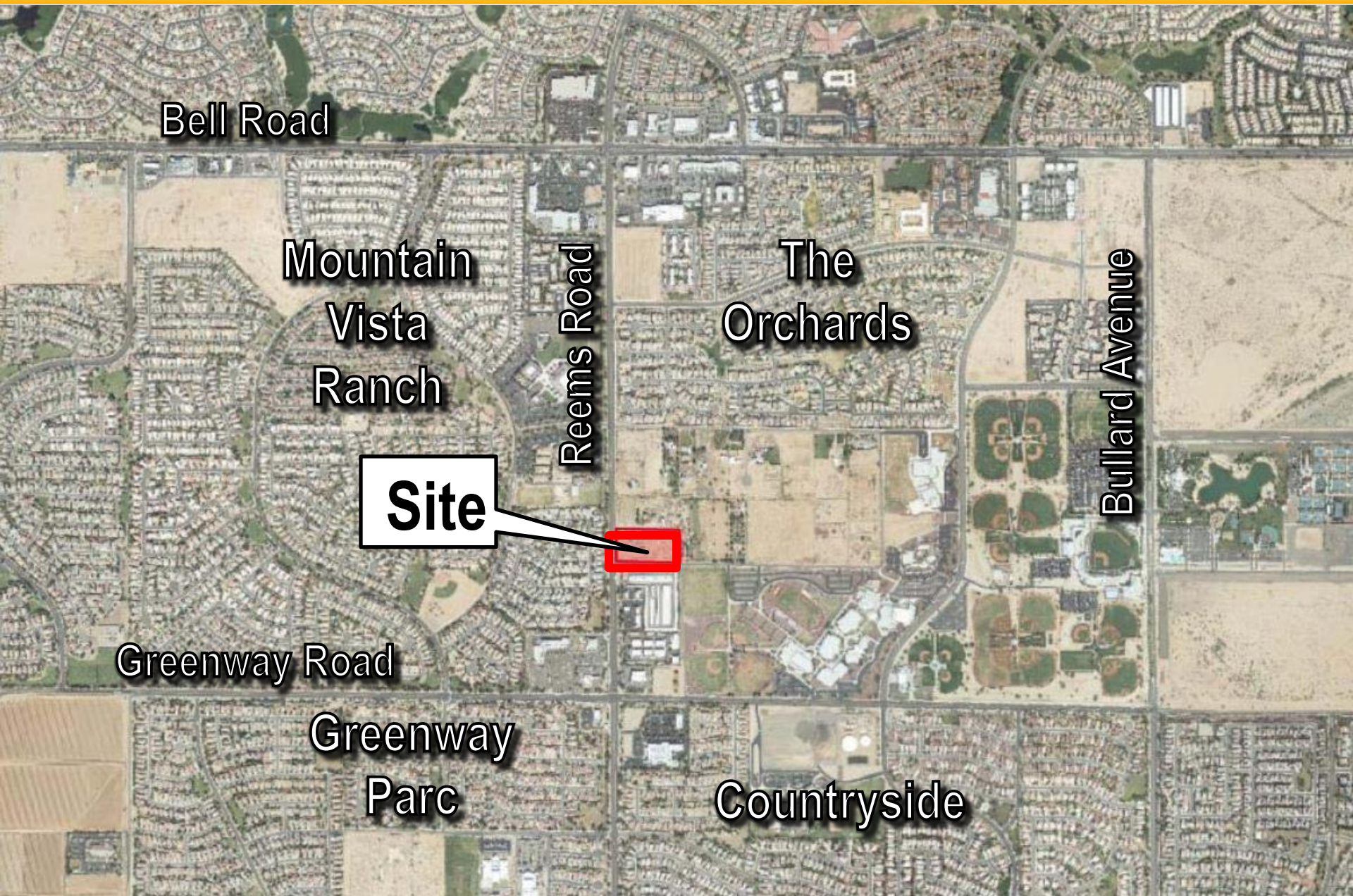
August 19, 2014



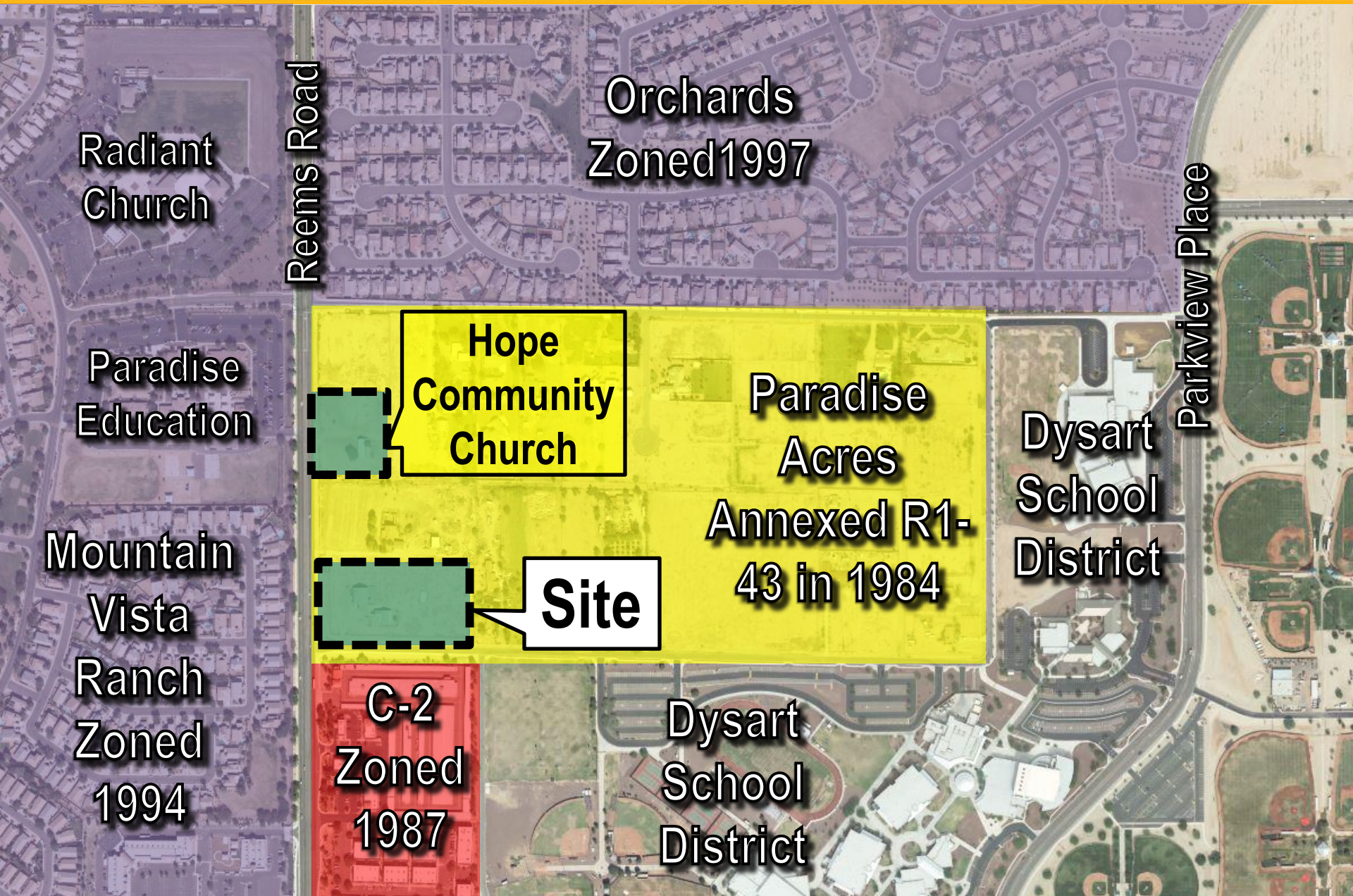
SURPRISE
ARIZONA



VICINITY MAP



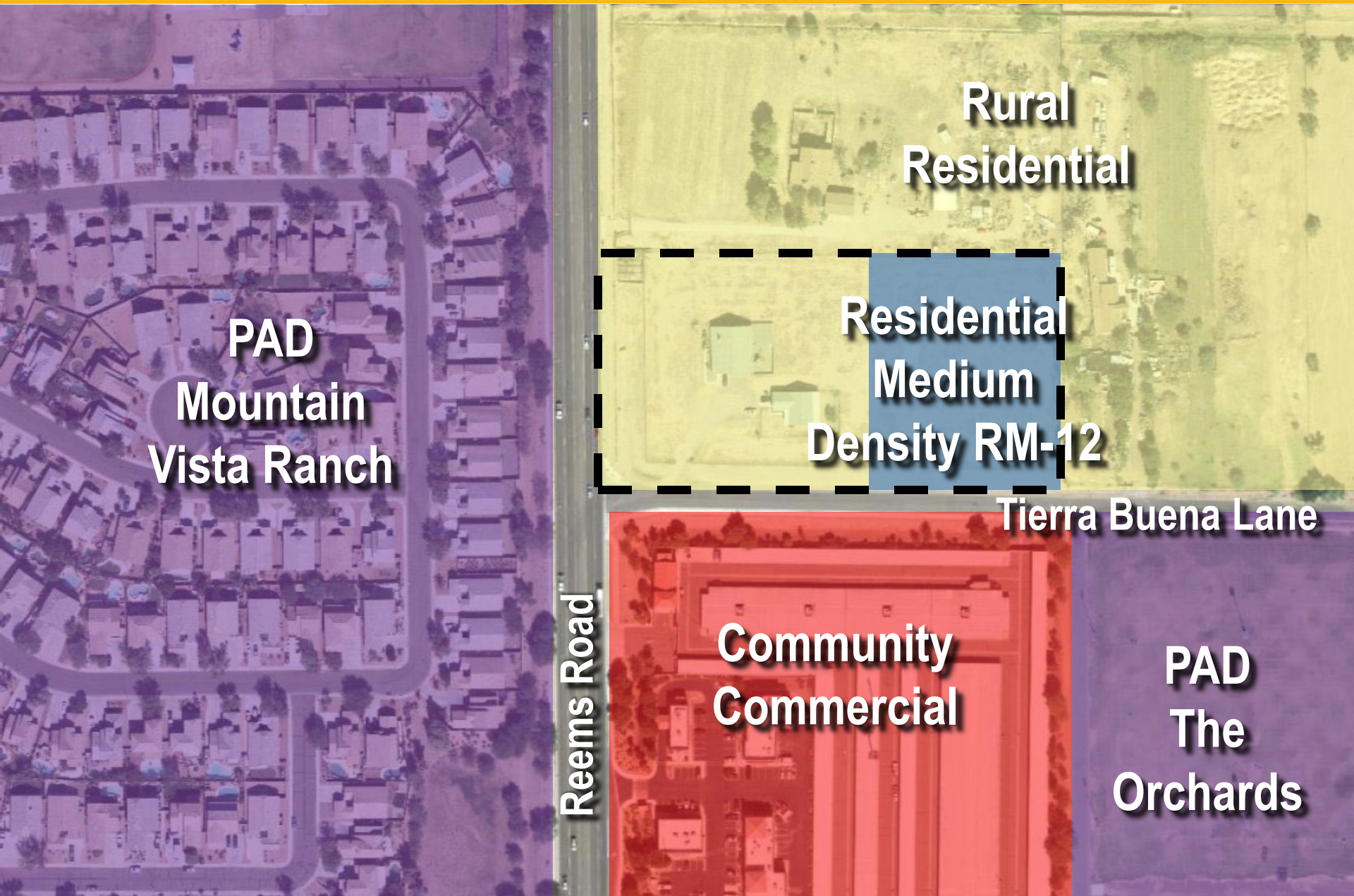
CONTEXT MAP



VICINITY MAP



PROPOSED ZONING



**PAD
Mountain
Vista Ranch**

**Rural
Residential**

**Residential
Medium
Density RM-12**

Tierra Buena Lane

**Community
Commercial**

**PAD
The
Orchards**

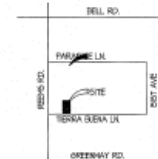
Reems Road

DEVELOPER:	HOH CONTRACTING LLC P.O. BOX 134 HICKEL, AZ 85309 602.530.4134 OFFICE ROCK# N7428
DESIGNER:	SILVER LEAF DESIGN LLC 17733 N. VENTURA ST. SURPRISE, AZ 85080 623.644.0756 OFFICE
ARCHITECT:	CITY SPACE ARCHITECTURE BOKH K. DALEY LANE SUITE 100 PEORIA, AZ 85303 602.710.2575 OFFICE
LANDSCAPE ARCHITECT:	PHILLIP R. RYAN LANDSCAPE ARCHITECT P.C. 575 N. CHANDLER BLVD, SUITE 224 CHANDLER, AZ 85225 480.844.5083 OFFICE
ENGINEER:	ALLEN CONSULTING ENGINEERS, INC. 2550 N. THUNDERBOLT CIR. SUITE II MESA, AZ 85215 480.844.6666 OFFICE

OWNER:	KIND OVER PASS LLC
PARCEL NO.:	501-11-051
ADDRESS:	-
LEGAL DESCRIPTION:	SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE 6TH AND 5ALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
ZONING:	RESIDENTIAL MEDIUM DENSITY
CONSTRUCTION TYPE:	1-2
OCCUPANCY CLASSIFICATION:	V-A FIRE SPRINKLER
SETBACKS:	FRONT: 35 FT, BACK: 15 FT, SIDES: 15 FT
LOT SIZE:	79,423 SQ FT
UNDER ROOF:	20,542 SQ FT
COVERAGE:	26.0%

8 BEDROOM X 0.5 SPACES = 8 REQUIRED PARKING SPACES
1 ACCESSIBLE PARKING

- INTERNATIONAL BUILDING CODE 2006
- INTERNATIONAL FIRE CODE 2006
- INTERNATIONAL RESIDENTIAL CODE 2006
- INTERNATIONAL MECHANICAL CODE 2006
- INTERNATIONAL PLUMBING CODE 2006
- INTERNATIONAL ENERGY CONSERVATION CODE 2006
- INTERNATIONAL FUEL GAS CODE 2006
- INTERNATIONAL ELECTRICAL CODE 2006
- NATIONAL ELECTRICAL CODE 2005
- ORDINANCE 107-08 LOCAL AMENDMENTS



VICINITY MAP

KASE-KITA

NORTH

Tierra Buena Lane

ELEVATIONS



Front Elevation



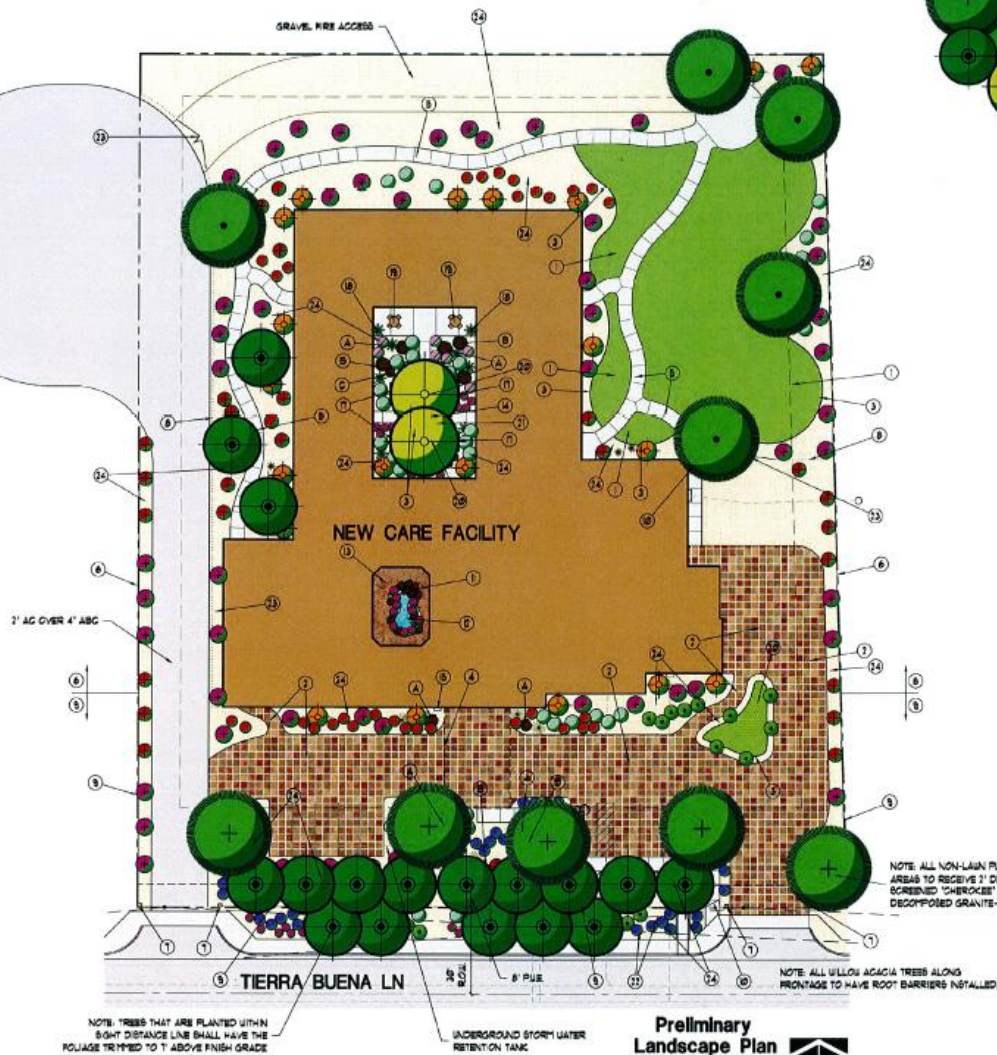
West Elevation



East Elevation



LANDSCAPE



**Preliminary
Landscape Plan**
Scale 1:20
GRAPHIC SCALE
NORTH

PLANT SCHEDULE:

PISTACHIA CHINENSIS	74" BOX	# 5 TOTAL
CHINESE PISTACHE		
PISTACHIA CHINENSIS	5 GALLON	# 5 TOTAL
CHINESE PISTACHE		
ACACIA SALICINA	74" BOX	# 11 TOTAL
WILLOW ACACIA		
FOCUS NITIDA	5 GALLON	2 TOTAL
INDIAN LAUREL, FG		
PHOENIX ROSEBUSH	5 OR 1 GALLON (SEE PLAN)	1 TOTAL
PISTACHIO DATE PALM	7-3 TRUNK	
CHAMPEDRIPS HUMULUS	5 GALLON	# 5 TOTAL
MEDITERRANEAN FAN PALM	5 GALLON	
TECOMA STANS	FULL PAST CAN	21 TOTAL
ORANGE JUBILEE		
LEUCOPHYLLUM CANDIDUM 'THUNDERCLOUD'	5 GALLON	# 16 TOTAL
THUNDERCLOUD BAGE	FULL PAST CAN	
BREMOPHYLLA MAGNATA 'RED HOT'	5 GALLON	# 43 TOTAL
VALENTINE BUSH	FULL PAST CAN	
RAHPOLEPSIS NODICA 'P.B.'	5 GALLON	1 TOTAL
PINK BALLERINA INDIA HAWTHORNE	FULL PAST CAN	
CALLISTEMON VYRNALIS 'LITTLE JOHN'	5 GALLON	# 51 TOTAL
DWARF BOTTLE BRUSH	FULL PAST CAN	
CONVOLVULUS CINCORUM	5 GALLON	# 10 TOTAL
BUSH MORNING GLORY	FULL PAST CAN	
LANTANA MONTIVICENSIS 'TREENE'	1 GALLON	# 31 TOTAL
RED LANTANA	FULL PAST CAN	
LANTANA MONTIVICENSIS 'TP'	1 GALLON	# 48 TOTAL
TRAILING PURPLE LANTANA	FULL PAST CAN	
RUELLIA BRITTONIANA 'KATIE'	1 GALLON	# 42 TOTAL
KATIE RUELLIA	FULL PAST CAN	
HEPESALOE PARVIFOLIA	1 GALLON	# 1 TOTAL
RED YUCCA	FULL PAST CAN	

* PLANTS WITH ASTERISKS ARE ON THE ARIZONA DEPARTMENT OF WATER RESOURCES LOW WATER USE LIST. (THERE ARE 50% TREES AND 50% PALMS AND SHRUBS THAT ARE CONSIDERED LOW WATER USE.)

PLAN KEY NOTES:

- (1) RECESSED LAWN
- (2) PAVESTONE PAVERS OVER 4" COMPACTED ABC SUBBASE
- (3) 6"x6" CONCRETE HEADER
- (4) PORTE COCHERE
- (5) 5' WIDE CONCRETE SIDEWALK
- (6) DECORATIVE 6" CPU WALL PER ARCH DUGS
- (7) DECORATIVE CPU COLUMN PER ARCH DUGS
- (8) METAL PENCE PER ARCH DUGS
- (9) SCREEN WALL PER ARCH DUGS
- (10) PEDESTRIAN GATE
- (11) BOULDER WATER FEATURE
- (12) QUARTZ POND
- (13) FLAGSTONE PAVING
- (14) MOUNTAIN PER DUG THIS 5'-8"
- (15) KNOX BOX
- (16) RAISED PLANTER
- (17) 6" BENCH
- (18) POTTED PLANT
- (19) TABLE & CHAIRS
- (20) SYNTHETIC TURF
- (21) ANNUALS FROM 4" POTS BY SEASON
- (22) 8'0" DISTANCE LINE PER SURPRISE STD. DETAIL NO. 4-B
- (23) METAL PENCE AND GATE
- (24) INSTALL 2" DEEP, 1/2" SCREENED 'CHEROKEE' DECOMPOSED GRANITE

BOULDER SCHEDULE:

- (A) 4"x6"x36" DEEP (BURY 3")
- (B) 3"x3"x24" DEEP (BURY 3")
- (C) 2"x3"x18" DEEP (BURY 6")



**PHOENIX PRECAST PRODUCTS
TUSCANY SERIES TIERED FOUNTAIN
MODEL TUSF472412T**

MARIPOSA ACRES



MARIPOSA ACRES



**Citizen Review Meeting
June 24, 2014**

Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

August 18, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 18, 2014	Contact Person:	Misty Leslie, City Attorney
Submitting Department:	City Clerk	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Discussion/consultation with the City Attorney to receive legal advice; and to consider its position, and to provide instruction/direction regarding contract terms regarding the employment contracts between the City and its appointed officials pursuant to A.R.S. §38-431.03(A)(1), (3) &(4).

Motion:

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):