



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

Tuesday, December 1, 2015 @ 6:00 PM
COUNCIL CHAMBERS

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A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

E. City Manager Report:

District Citywide [The pledge of Allegiance will be led by Sonoran Heights Elementary School.](#)

None
Paul
Bernardo,
Youth
Services

F. City Attorney Report:

G. City Clerk Report:

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. Regular City Council Meeting Agenda:

Consent Agenda:

1. District 3 [Consideration and action pertaining to a 2-Lot Final Plat \(replat\)](#) None

	<u>for Lot 2 of Prasada Phase 2A West, a property generally located at the Northwest corner of Waddell Road and Arizona State Route 303.</u>	Robert Kuhfuss, Community Development
2.	District Citywide <u>Consideration and action authorizing the City Manager to execute an Intergovernmental Agreement between the City of Surprise and the City of Glendale for the Helicopter Air-Medical Logistics Operations (HALO); Resolution # 2015-117.</u>	None Tom Abbott, Fire Medical Dept.
3.	District Citywide <u>Consideration and action on the meeting minutes of November 10, 2015 Special City Council Meeting; November 17, 2015 Regular City Council Work Session and Regular City Council Meeting.</u>	None Sherry Ann Aguilar, City Clerk

Regular Agenda Item - Public Hearing:

4.	District 4 <u>Consideration and action on an Ordinance rezoning property generally located at 115th Avenue and Bell Road, specifically a 15.47-acre portion of Parcel I, Lot 2 of Canyon Ridge West for Southgate at Canyon Ridge West, by major PAD amendent from PAD (High Density Residential 9-22 DU/Ac) to PAD (Low Density Residential 2-6 DU/Ac.); Ordinance #2015-19.</u>	None Robert Kuhfuss, Community Development
5.	District 4 <u>Consideration and action regarding a 49-Lot Preliminary Plat for a portion of Parcel I, Lot 2 of Canyon Ridge West for Southgate at Canyon Ridge West, a property generally located at 115th Avenue and Bell Road.</u>	None Robert Kuhfuss, Community Development

Regular Agenda Item - Non-Public Hearing:

6.	District Citywide <u>Discussion and presentation regarding upcoming Fall 2016 Elections.</u>	None Sherry Ann Aguilar, City Clerk
7.	District Citywide <u>Consideration and action pertaining to approval of the Annual Membership and Services Agreement with the Surprise Regional Chamber of Commerce.</u>	None Jeanine Jerkovic, Economic Development Director
8.	District Citywide <u>Consideration and action pertaining to approval of a License Agreement for use of 2,654 square feet by the Surprise Regional Chamber of Commerce at the city-owned property located at 16126 N. Civic Center Drive.</u>	None Jeanine Jerkovic, Economic Development Director
9.	District 4 <u>Consideration and action amending the fiscal year 2016 budget by reallocating appropriations of \$42,200 from general fund contingency to general fund community development services to complete a court ordered abatement; Resolution # 2015-111.</u>	Approve Chris Boyd, Community Development

10. District Citywide	<u>Consideration and action amending Surprise City Code Chapter 54 pertaining to the parking of trucks and recreational vehicles upon the roadway; Ordinance # 2015-21.</u>	None Harold Brady, Police and Fire- Medical Legal Advisor
11. District Citywide	<u>Consideration and action amending the fiscal year 2016 budget by reallocating appropriations of \$131,400 from sanitation fund contingency to sanitation recycling division to add two solid waste staff positions; Resolution # 2015-116.</u>	None David Kelly, Assistant Public Works Director
12. District Internal	<u>Consideration and action amending Surprise Municipal Code Chapter 2, Article VIII, Boards, Committees and Commissions, Section 2-295, By-Laws, by removing "resign to run" requirement and increasing attendance requirements and ineligibility; Ordinance # 2015-23.</u>	None Council Members Skip Hall & Roland Winters

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

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

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

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

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

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Posted on Tuesday, November 24, 2015 @ 3:00 p.m.

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

December 1, 2015 @ 6:00:00 PM

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Council Meeting Date: December 1, 2015

Contact Person: Paul Bernardo, Youth Services

Submitting Department:

District: Citywide

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

The pledge of Allegiance will be led by Sonoran Heights Elementary School.

Motion:

None.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 1, 2015	Contact Person:	Robert Kuhfuss, Community Development
Submitting Department:	CD	District:	3
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action pertaining to a 2-Lot Final Plat (replat) for Lot 2 of Prasada Phase 2A West, a property generally located at the Northwest corner of Waddell Road and Arizona State Route 303.

Motion:

I move to approve a Final Plat for Lot 2 of Prasada Phase 2A West.

Background:

Eric Williams of Olsson Associates, on behalf of Westcor Surprise WCW, LLC seeks approval of a 2-Lot Final Plat in the Prasada Gateway Village. This is a replat of the previously approved Lot 2 of the Prasada Phase 2A West Final Plat.

Objective Analysis:

The property currently exists as a single lot, previously platted as Lot 2 of Prasada Phase 2A West. Both proposed lots are oriented in a generally north/south manner and will take access from the interior of the Prasada Gateway Village. No rights-of-way being dedicated with this final plat, although the proposed Final Plat does include reciprocal cross-access between the two lots. Staff believes the proposed Final Plat will allow the property to develop in a manner that is consistent with the Prasada PAD and the SUDC as applicable.

Policy Compliant:

The proposal is consistent with the Surprise General Plan 2035.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS15-299 - Prasada - Staff Report](#)
 - ☐ [01 - FS15-299 - Prasada - Vicinity Map](#)
 - ☐ [02 - FS15-299 - Prasada - Case Map](#)
 - ☐ [03 - FS15-299 - Prasada - Final Plat](#)
 - ☐ [04 - FS15-299 - Prasada - Presentation](#)
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS15-299

Project Name: Prasada Phase 2A West, Lot 2 Replat

Council District: 3

Meeting Date: December 1, 2015

Planner: Robert H. Kuhfuss, AICP

Owner: Westcor Surprise WCW, LLC

Applicant: Eric Williams of Olsson Associates

Request: Re-plat of Lot 2 of Prasada Phase 2A West

Site Location: North of Waddell Road and west of Loop 303

Site Size: 2.21 acres (approx.)

Density: N/A

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

Support/Opposition: None known

Findings:

- The proposed Final Plat complies with the Pradada PAD and the SUCD.
- The reviewing agencies indicate no objections to the request.

Alternative Actions: **Approval** of the requested Final Plat will allow a fast food restaurant to establish a facility on a portion of the subject property.

Denial – Denial of the requested Final Plat would leave the existing lot configuration in place thereby restricting the development of the site in the manner planned.

40 **PROJECT DESCRIPTION:**

41
42 The subject request seeks approval of a two (2) lot Final Plat in the Prasada PAD. The property
43 currently exists as a single lot, previously platted as Lot 2 of Prasada Phase 2A West. Both proposed
44 lots are oriented in a generally north/south manner and will take access from the interior of the
45 Prasada Gateway Village. No rights-of-way being dedicated with this final plat, although the
46 proposed Final Plat does include reciprocal cross-access between the two lots.
47

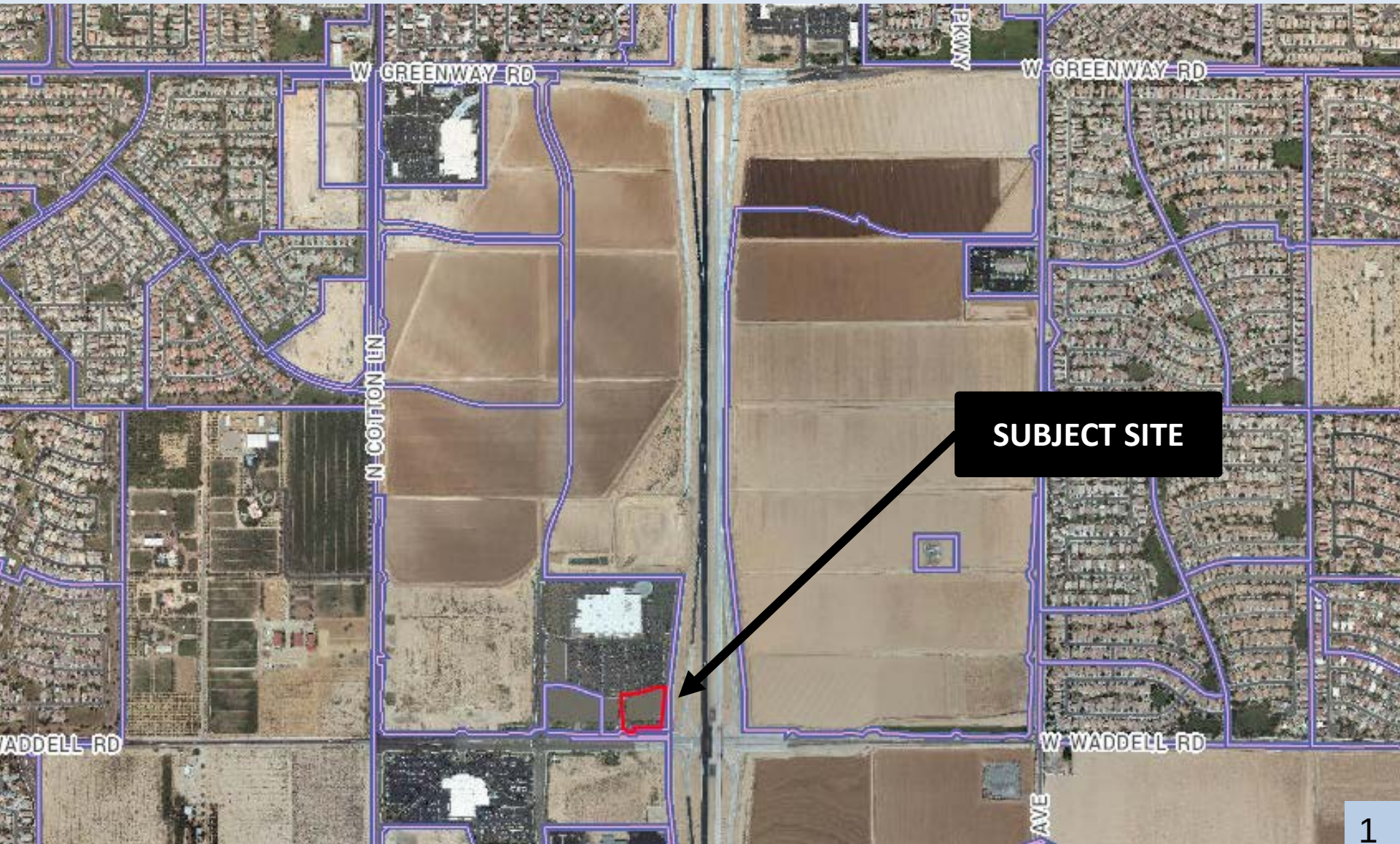
48 **SUMMARY:**

49
50 Staff believes the proposed Final Plat will allow the property to develop in a manner that is
51 consistent with the Prasada PAD and the SUDC as applicable.
52

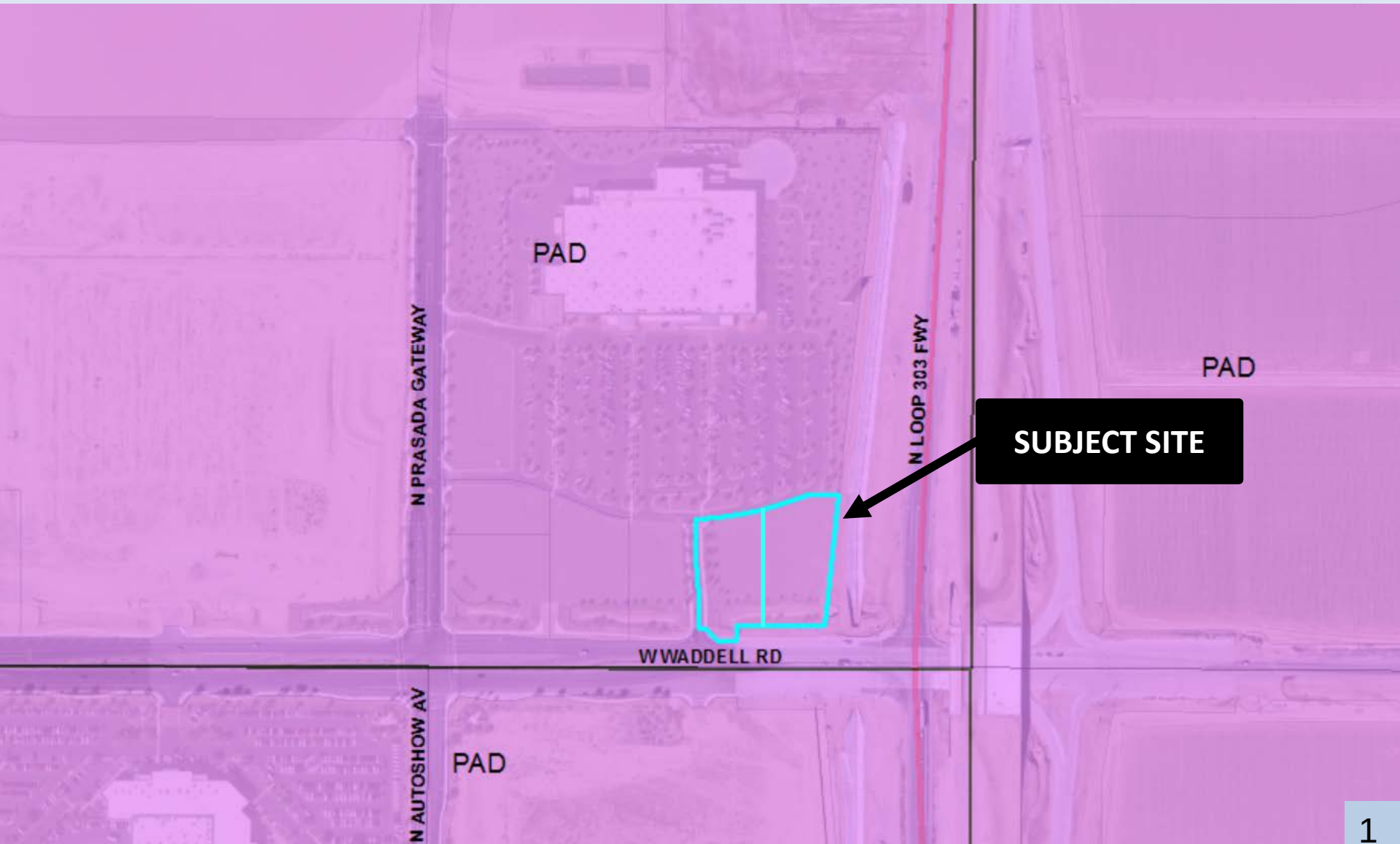
53 **Attachments:**

54
55 01 – Vicinity Map (1 page)
56 02 – Case Map (1 page)
57 03 – Final Plat (2 pages)

Vicinity Map



Case Map



FINAL PLAT

- REBAR W/CAP #49097 TO BE SET UPON APPROVAL OF PLAT.
- FOUND CORNER AS NOTED
- ⊗ FOUND CHISELED X
- ⦿ BRASS CAP FLUSH
- ⦿ BRASS CAP IN HAND HOLE
- △ CALCULATED CORNER
- COS CITY OF SURPRISE
- R/W PUBLIC RIGHT-OF-WAY
- MCR MARICOPA COUNTY RECORDS
- (M) MEASURED BEARING/DISTANCE
- (R) RECORDED BEARING/DISTANCE

-



PROPOSED SEWER EASEMENT LINE TABLE

PROPOSED SEWER EASEMENT CURVE TABLE

Professional Engineer Seal for R. Reece Henry, State of Arizona, License No. 49097, expires 3/31/2018.

A FINAL PLAT OF LOT 2 OF

PRASADA - PHASE 2A WEST", A COMMERCIAL SUBDIVISION BEING A PART OF THE WEST HALF OF SECTION 12, T3N, R2W, OF THE GILA AND SALT RIVER MERIDIAN,

SURPRISE. ARIZONA

2015

drawn by:	GPT
checked by:	GPT
approved by:	GPT
QA/QC by:	RRH
project no.:	011-2637
drawing no.:	
date:	10/30/15

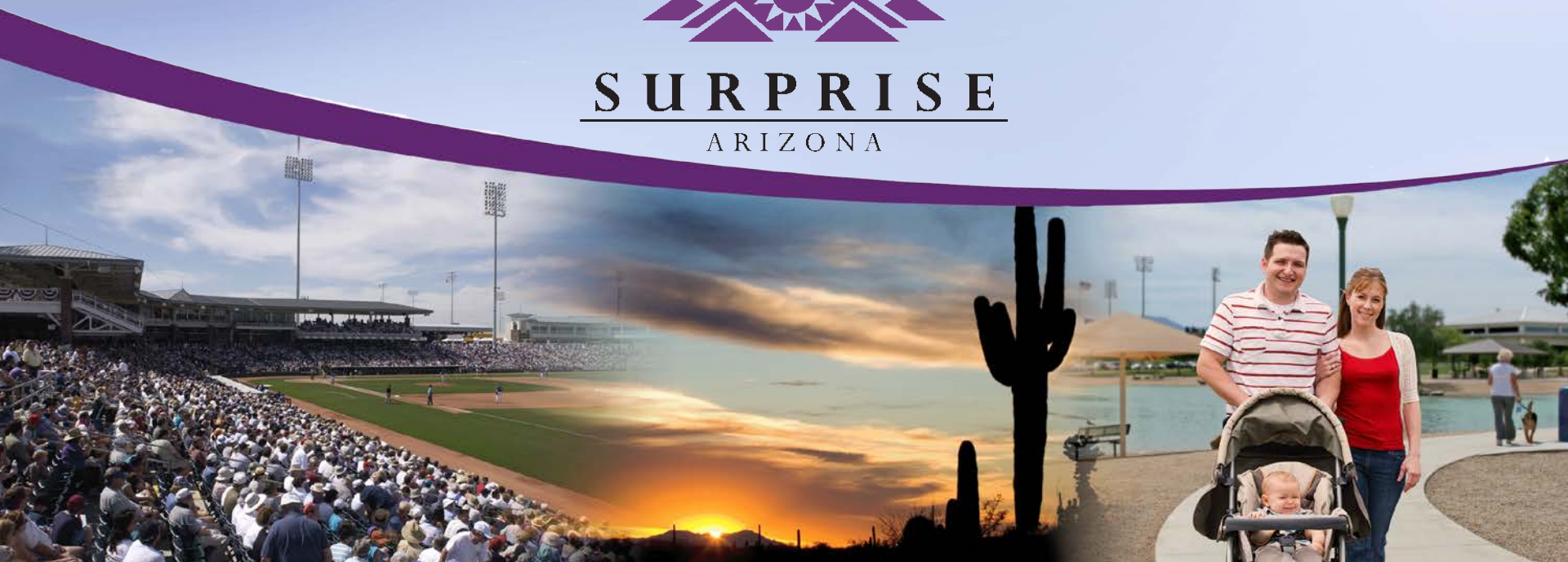
SHEET
2 OF 2

FS15-299 Prasada Phase 2A West Lot 2 Replat City Council Regular Session

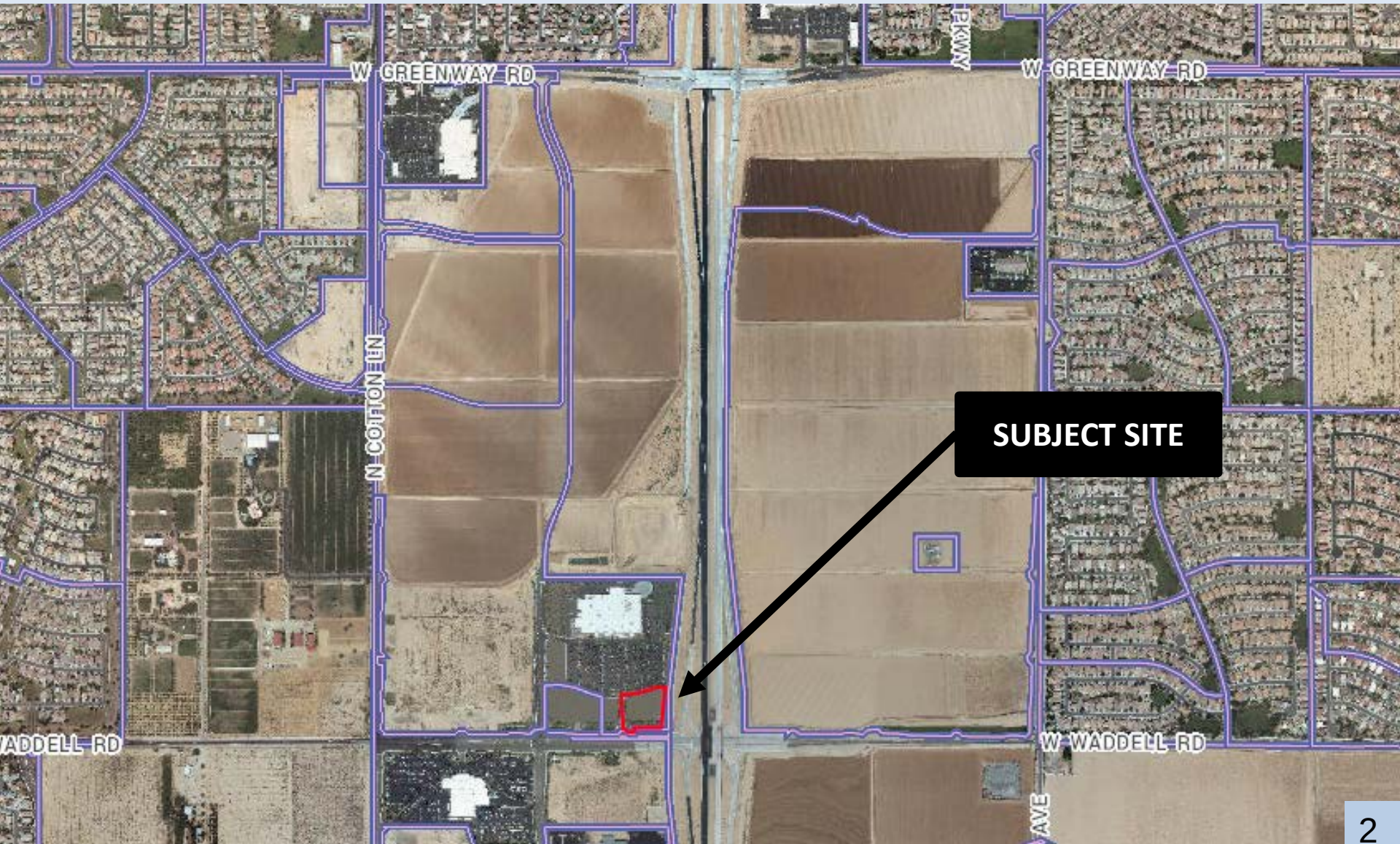
December 1, 2015



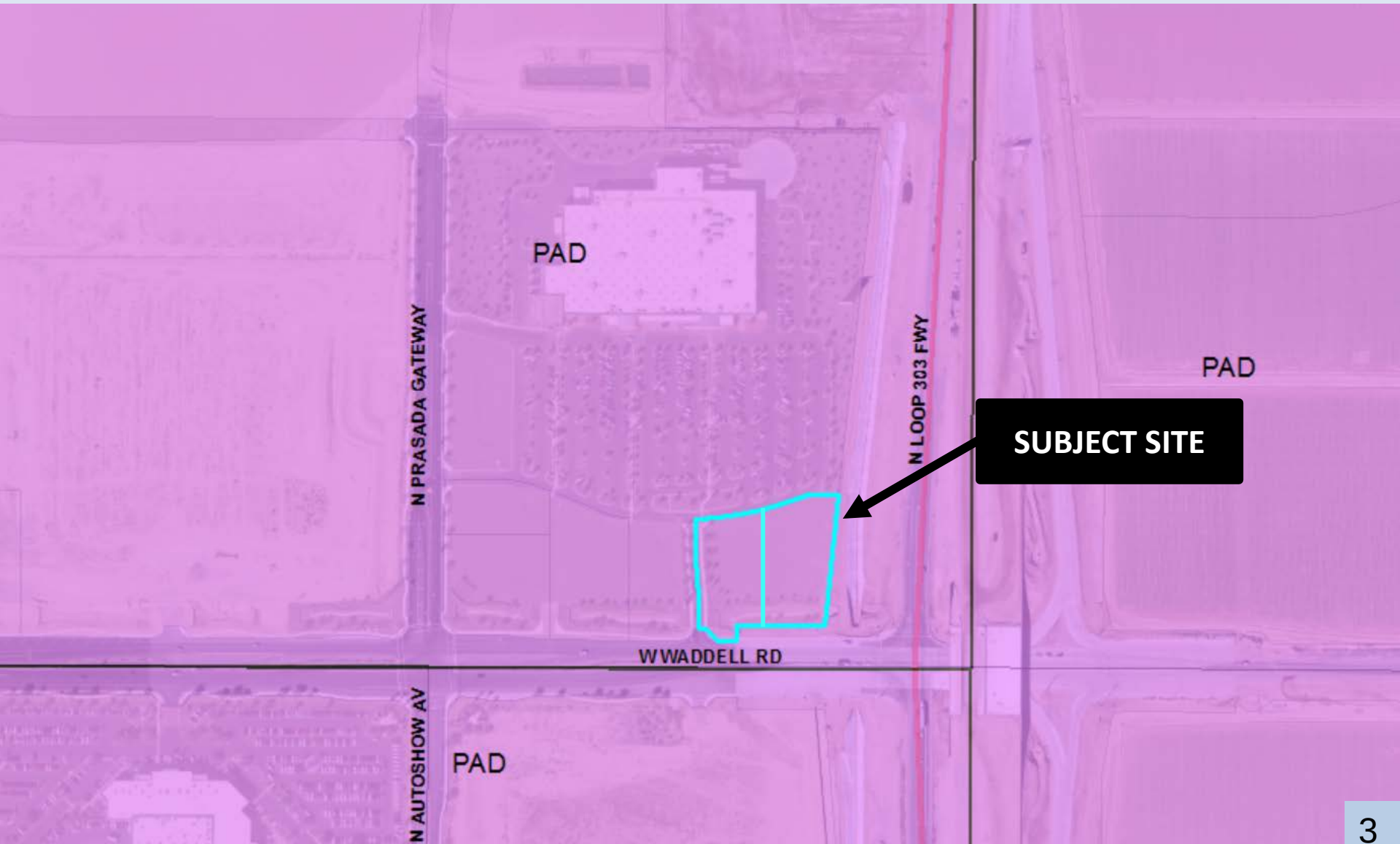
SURPRISE
ARIZONA



Vicinity Map



Case Map



FS15-299 Prasada Phase 2A West, Lot 2 Replat



MOLSON ASSOCIATES
TOWN AND STREET MAPS
TEL: 602.744.1000 WWW.MOLSONASSOCIATES.COM

FINAL PLAT

FOR "PRASADA - PHASE 2A WEST, LOT 2", BEING LOT 2 OF "PRASADA - PHASE 2A WEST", A COMMERCIAL SUBDIVISION AS RECORDED IN BOOK 960, PAGE 16, LOCATED IN A PORTION OF THE WEST HALF OF SECTION 12, T3N, R2W, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



DEDICATION
STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:
THAT WESTCO SURPRISE WCV LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "PRASADA-PHASE 2A WEST, LOT 2", A COMMERCIAL SUBDIVISION BEING LOT 2 OF "PRASADA-PHASE 2A WEST", AS RECORDED IN BOOK 960, PAGE 16, AND APPEARED OF RECORD RECORDED IN INSTRUMENT NO. 2008-090516, RECORDS OF MARICOPA COUNTY, ARIZONA AND BEING LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "PRASADA-PHASE 2A WEST, LOT 2" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

PURSUANT TO A.R.S. 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("CITY"), IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #1475 AND 14710, WHEN APPLICABLE.
OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL SEWER LINES AND MANHOLES AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE SEWER LINES AND MANHOLES.

THE SEWER EASEMENT IS GRANTED SUBJECT TO THE CONDITION THAT THE CITY SHALL HOLD OWNER AND ITS SUCCESSORS AND ASSIGNS HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LIABILITIES OR EXPENSES WHICH MAY RESULT FROM THE CITY'S USE OF THE SEWER EASEMENT. BY ACCEPTING THE SEWER EASEMENT, THE CITY AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

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.

THE CROSS ACCESS EASEMENT IS GRANTED SUBJECT TO THE CONDITION THAT THE CITY SHALL HOLD OWNER AND ITS SUCCESSORS AND ASSIGNS HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LIABILITIES OR EXPENSES WHICH MAY RESULT FROM THE CITY'S USE OF THE CROSS ACCESS EASEMENT. BY ACCEPTING THE CROSS ACCESS EASEMENT, THE CITY AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

OWNER SHALL NOT ERECT, CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE WITHIN THE SEWER EASEMENT AREA PROVIDED, HOWEVER, OWNER 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 SEWER EASEMENT AREA IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH CITY'S ACCESS TO THE SEWER FACILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, PARKS AND PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIAN WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BACK OF CURB, SHALL BE THE RESPONSIBILITY OF OWNER OR ITS SUCCESSORS, ASSIGNEES AND DESIGNEES.

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

OWNER HEREBY GRANTS TO THE ULTIMATE OWNERS OF EACH LOT A RECIPROCAL, CROSS ACCESS EASEMENT FOR THE PURPOSES OF CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS BETWEEN THE LOTS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIATION EASEMENT OVER AND ACROSS THE PROPERTY SHOWN ON THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER SUCH PROPERTY, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, 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 LIKELY AIR FORCE BASE AND AUXILIARY FIELD.

ALL OF THE PROVISIONS SET FORTH HEREIN SHALL RUN WITH THE LAND AND BE BINDING UPON AND INURE TO THE BENEFIT OF OWNER, CITY AND USAF AND THEIR RESPECTIVE HEIRS, ASSIGNS, TRANSFERREES AND SUCCESSORS IN INTEREST.

IN WITNESS WHEREOF, OWNER HAS HEREINunto CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

WESTCO SURPRISE WCV LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY: THE MACERICH TWGCH CORP., A DELAWARE CORPORATION,
ITS MANAGING MEMBER

BY: _____ DATE: _____

NAME: _____
TITLE: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

APPROVALS

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 PLAT 2002.

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 20____.

BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

CITY ENGINEER _____

THIS PLAT APPROVED BY THE CITY OF SURPRISE PLANNING AND ZONING COMMISSION

THIS _____ DAY OF _____, 20____.

CHAIRPERSON _____

ATTEST: _____

SECRETARY _____

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

THIS _____ DAY OF _____, 20____.

MAYOR _____

ATTEST: _____

CITY CLERK _____ DATE _____

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LIKELY 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 APPROVED 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

EXCEPT AS FURTHER STATED IN THIS PARAGRAPH, WESTCO SURPRISE WCV LLC, IN ITS CAPACITY AS OWNER OF LOT 2A AND LOT 2B, DOES HEREBY RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT ARISE WITH RESPECT TO LOT 2A AND LOT 2B IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LIKELY 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 LIKELY AIR FORCE BASE. THIS PARAGRAPH SHALL RUN WITH THE LAND AND BE BINDING UPON WESTCO SURPRISE WCV LLC IN ITS CAPACITY AS OWNER OF LOT 2A AND LOT 2B AND ITS SUCCESSORS AND ASSIGNS. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSONS 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.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 1987 AND RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE ON APRIL 9, 1987 UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT. DECLARATIONS OF TURF LANDS OR DECLARATIONS OF UNDEVELOPED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

IN LOCATIONS WHERE APPLICABLE, INCLUDING AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDERS' USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THIS IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THIS IGA.

NOTICE OF PRASADA PHASE 2A DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A PRASADA PHASE 2A DEVELOPMENT AGREEMENT DATED NOVEMBER 18, 2007 (AGREEMENT) WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON NOVEMBER 21, 2007. AT THE MARICOPA COUNTY RECORDERS OFFICE AT DOCKET #07-1241466, THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER, AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNERS AT TRAD CENTER, SUITE 300, SALT LAKE CITY, UT 84103, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 8, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 20____.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD")
ATTEST: _____
BY: KAREN KAY KVISTAD _____
ITS ADMINISTRATIVE MANAGER

BY: _____
GLER VORTHIERMS
ITS ASSISTANT SECRETARY

WESTCO SURPRISE WCV LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: WESTCO SURPRISE WCV LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

BY: THE WESTCO SURPRISE LIMITED PARTNERSHIP, A DELAWARE CORPORATION, ITS MANAGING MEMBER

BY: MACERICH TWGCH CORP., A DELAWARE CORPORATION, ITS GENERAL PARTNER

BY: _____ DATE: _____

NAME: _____

TITLE: SENIOR VICE PRESIDENT

OWNER
WESTCO SURPRISE WCV LLC
ONE EAST WASHINGTON STREET, SUITE 300
PHOENIX, ARIZONA 85004
PHONE: 480-556-7741
CONTACT: SCOTT WAGNER

DEVELOPER
WEST CONSUMER, LLC
ONE EAST WASHINGTON STREET, SUITE 300
PHOENIX, ARIZONA 85004
PHONE: 480-556-7741
CONTACT: SCOTT WAGNER

SURVEYOR
OLSON ASSOCIATES
7250 NORTH 16TH STREET, SUITE 210
PHOENIX, ARIZONA 85020
PHONE: 602-746-1000
CONTACT: R. REECE HENRY, RLS

NOTES

- PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #1475 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.
- 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.

LEGAL DESCRIPTION

LOT 2 OF "PRASADA - PHASE 2A WEST", A COMMERCIAL SUBDIVISION AS RECORDED IN BOOK 960, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA

FLOOD ZONE CLASSIFICATION

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION ZONE X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) NO. 0403C01699A, REVISED OCTOBER 16, 2013.

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

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID LINE BEARING N89°42'29"W AS MEASURED AND N89°42'19"W AS TAKEN FROM GDA03, RECORDED IN BOOK 961, PAGE 16, MARICOPA COUNTY RECORDS.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MAY 2015, THAT THE SURVEY IS 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 RETRACTED.

R. REECE HENRY RLS #46097, RLS



REVISIONS DESCRIPTION

DATE

BY

NO.

2015

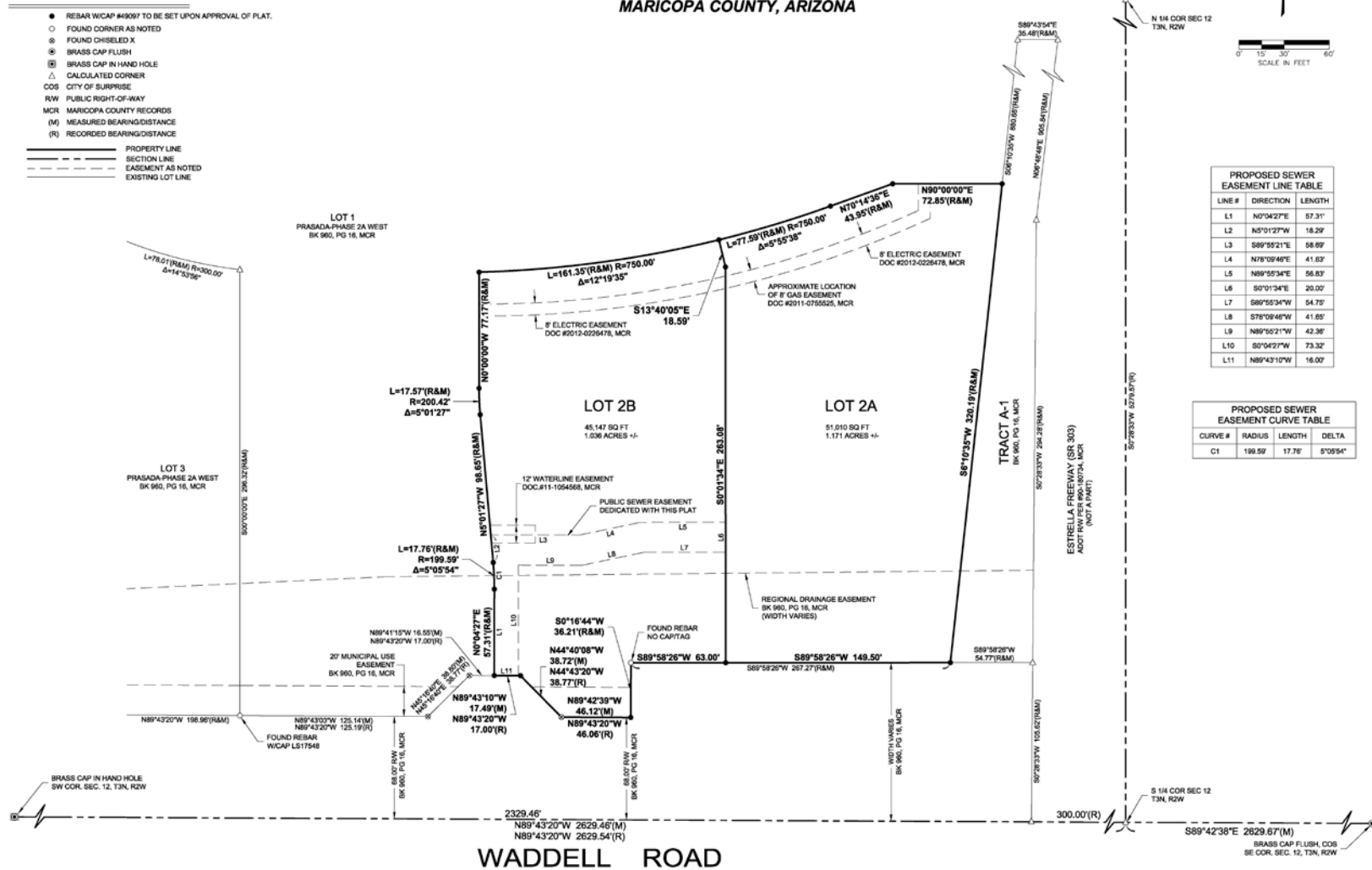
FINAL PLAT OF LOT 2 OF "PRASADA - PHASE 2A WEST", A COMMERCIAL SUBDIVISION AS RECORDED IN BOOK 960, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA

Drawn by: GPT
Checked by: GPT
Approved by: GPT
Date: 01/28/2015
Drawing No: 015-299-001

FOR "PRASADA - PHASE 2A WEST, LOT 2", BEING LOT 2 OF "PRASADA - PHASE 2A WEST",
A COMMERCIAL SUBDIVISION AS RECORDED IN BOOK 960, PAGE 16, LOCATED IN A
PORTION OF THE WEST HALF OF SECTION 12, T3N, R2W,
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

● REBAR W/CAP #49097 TO BE SET UPON APPROVAL OF PLAT.
 ○ FOUND CORNER AS NOTED
 ○ FOUND CHISELED X
 ⊗ BRASS CAP FLUSH
 ⊠ BRASS CAP IN HAND HOLE
 △ CALCULATED CORNER
 COS CITY OF SURPRISE
 R/W PUBLIC RIGHT-OF-WAY
 MCR MARICOPA COUNTY RECORDS
 (M) MEASURED BEARING/DISTANCE
 (R) RECORDED BEARING/DISTANCE

_____ PROPERTY LINE
 _____ SECTION LINE
 _____ EASEMENT AS NOTED
 _____ EXISTING LOT LINE



LINE #	DIRECTION	LENGTH
L1	N0°04'27"E	57.31'
L2	N5°01'27"W	18.29'
L3	N89°55'21"E	58.69'
L4	N78°09'46"E	41.63'
L5	N89°55'34"E	56.83'
L6	S0°01'34"E	20.00'
L7	S86°55'34"W	54.75'
L8	S78°09'46"W	41.65'
L9	N89°55'21"W	42.36'
L10	S0°04'27"W	73.32'
L11	N89°43'10"W	16.00'

PROPOSED SEWER EASEMENT CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	199.59'	17.76'	5°05'54"

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ASSOCIATES



TEL 602.748.1000 www.obscureassociates.com

NOUVEAU SITE INTERNET

DATE

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Project
Background

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A FINAL PLAT OF LOT 2 OF

2. **Reviewed by:** _____ GPT
 3. **Checked by:** _____ GPT
 4. **Approved by:** _____ GPT
 5. **AQC by:** _____ RFEH
 6. **Project no.:** 011-2032
 7. **Drawing no.:** _____
 8. **Date:** _____

SHE
2.01

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Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

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

Council Meeting Date:	December 1, 2015	Contact Person:	Tom Abbott, Fire Medical Dept.
Submitting Department:	Fire	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action authorizing the City Manager to execute an Intergovernmental Agreement between the City of Surprise and the City of Glendale for the Helicopter Air-Medical Logistics Operations (HALO); Resolution # 2015-117.

Motion:

I move to approve Resolution # 2015-117.

Background:

This IGA with the City of Glendale is a continuation of an ongoing cooperative program that provides both rapid air medical transportation for critically injured patients and emergency on-scene aerial reconnaissance for special operations within the City of Surprise. The HALO program was the first of its kind in the United States that automatically dispatches HALO at the same time as fire units on certain types of pre-selected trauma calls, thereby improving the patient's survivability during the "Golden Hour". This IGA establishes dedicated fire service personnel to co-staff HALO and develop an operations manual for the HALO program. The Surprise Fire-Medical Department has been partnering with PHI and the City of Glendale since the inception of this successful program in 2008. SFMD will staff one shift of the program with one (1) specialty trained flight paramedic throughout the term of this contract.

Objective Analysis:

This program has proven to be successful with improved patient outcomes and increased survivability rates for the most critical patients. The ability to have HALO on scene for trauma patients provides opportunities for rapid interventions on scene and improved response times to trauma centers. The ability to staff the HALO units also provides SFMD with higher trained staff members on the department thus improving overall outcomes department wide as well as improved interagency relations.

Policy Compliant:

All policies and protocols on a local, state and national level are adhered to. Members that serve on HALO are Nationally Registry certified which complies with all state and federal requirements.

Financial Impact:

Based on FY2015 activity, it is anticipated that \$135,000 of revenue will be generated through this agreement. This revenue is used to offset costs associated with staffing the helicopter, paying for any ongoing training for the helicopter medics, and supplementing staffing during regular shifts.

Budget Impact:

The funding was approved during the FY2016 budget process.

FTE Impact:

None

ATTACHMENTS:

Click to download

- ☐ [HALO IGA 2015](#)
 - ☐ [Resolution 2015-117](#)
-

**Intergovernmental Agreement
Between the City of Glendale and the City of Surprise
for
Helicopter Air-Medical Logistics Operations
(H.A.L.O.)**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into to be effective beginning June 26, 2015 pursuant to Arizona Revised Statutes § 11-952 between the City of Glendale, an Arizona municipal corporation ("Glendale") and the City of Surprise ("Surprise"), a political subdivision of the State of Arizona, for their respective fire departments (hereinafter collectively referred to as the "Departments" and individually as a "Department").

WHEREAS, Glendale has an existing contract with PHI AIR MEDICAL, L.L.C., a Louisiana limited liability company ("PHI"), Contract No. C-10076, and its first amendment No. C-10076-1 which are attached hereto as Exhibit A ("PHI Agreement"); and

WHEREAS, Glendale and PHI have established a public-private air medical program to provide air medical transportation services to the residents of the City of Glendale and its automatic aid and mutual aid partners; and

WHEREAS, the Departments are parties to the automatic aid agreement for Maricopa County; and

WHEREAS, the Departments desire to provide firefighter paramedic services to support the staffing of one or more medical helicopters in conjunction with the PHI contract; and

WHEREAS, the Departments desire to provide emergency medical, special operations, aerial reconnaissance, command and control and other services to automatic aid and mutual aid jurisdictions and communities within the prescribed response areas of Helicopter Air-Medical Logistics Operations ("H.A.L.O.") medical transport aircraft.

NOW, THEREFORE, the Departments hereby agree to enter into this IGA to cooperatively provide the necessary firefighter paramedics, emergency medical services and special operations personnel services to support the H.A.L.O. program, as needed, according to the terms and conditions set forth below.

I. Purpose.

The purpose of this IGA is to provide fire services personnel to co-staff the H.A.L.O. program within the jurisdictional boundaries of the automatic aid consortium. H.A.L.O. will provide pre-hospital emergency medical and other fire service support in the Departments' jurisdictions and in other automatic aid jurisdictions within the state of Arizona (hereinafter referred to as "Fire Department Consortium"). Through this IGA, the Departments intend to provide air medical transport personnel, emergency on scene command and control, EMS and special operations services by maximizing cooperation and integrating the Departments' personnel assets.

II. Organizational Structure.

The Departments shall each provide qualified personnel to staff the H.A.L.O. program pursuant to the PHI Agreement. Personnel provided by a Department are hereinafter referred to as "Participating Personnel." Glendale will provide three (3) Participating Personnel and Surprise shall provide one (1) Participating Personnel. Each Department shall also have the mutually agreed upon number of qualified back-up personnel, depending on the department work schedule, for each Participating Personnel position. The Departments acknowledge and agree that this IGA may be amended to access additional personnel for the program, if required. H.A.L.O. program participation will be limited to automatic aid jurisdictions in Maricopa County. It is agreed that no new IGA will be entered into with any additional department related to the subject of this Agreement, nor will any amendment to this IGA be made regarding an additional department, except upon the consensus of the Departments. Notwithstanding the forgoing, the Departments acknowledge that Glendale and the North County Fire and Medical District have or will have an IGA to supply Participating Personnel.

III. H.A.L.O. Personnel.

A. The personnel qualifications and requirements for H.A.L.O. personnel are set forth in the H.A.L.O. Operations Manual, and the Departments agree that all Participating Personnel will comply with such qualifications and requirements.

B. General Orders: Participating Personnel shall be subject to both their "home" department's General Orders and the H.A.L.O. Operations Manual. If a conflict arises between one's "home" department General Orders and the H.A.L.O. Operations Manual, the H.A.L.O. Operations Manual will apply.

C. Discipline/Personnel Review: If, in the reasonable opinion of PHI or any Department, any Participating Personnel do not demonstrate a high degree of aptitude for the type of operations or customer service required for the H.A.L.O. program, including good interpersonal relations, PHI or any Department may make a written request to the Glendale Fire Chief to conduct a prompt review of the performance of the individual and to take appropriate action. Glendale reserves the right to "ground" personnel pending decision of a review board. All such employment actions will be handled by Glendale on a case-by-case basis. If, at any time, the conduct or performance of Participating Personnel comes into question, Glendale will convene a review board comprised of one representative from each Department, PHI, and the Medical Directors. The review board shall have the authority to disqualify any individual from further participation in the program. The decision of the review board may be appealed, upon written request of the individual, to an appeal board comprised of the Fire Chief, or designee, of each Department and a PHI designee. The action of the board shall not prevent additional disciplinary action by the Departments for violations of General Orders, policies or procedures.

D. Command and Control:

1. All Departments acknowledge that command and control of daily (non-incident) operational issues shall be Glendale's duty and responsibility.

Command and control of H.A.L.O. Participating Personnel during incidents will remain the responsibility of the assigned Incident Commander.

2. A H.A.L.O. Operations Manual will be promulgated and maintained by Glendale. This manual will address operational issues including, but not limited to, command, control, training, administration and marketing. Glendale will promptly notify the Departments of any changes in the H.A.L.O. Operations Manual.
3. In the event a Department fails to provide Participating Personnel for a shift, Glendale shall assign qualified personnel from the Glendale Fire Department or from another participating Department.

E. Compensation:

1. Surprise will provide personnel and be reimbursed at the initial rate of \$45.41 per hour for each hour a H.A.L.O position is occupied by Participating Personnel provided by Surprise. Payments will be made each month by Glendale based upon invoices submitted to Glendale by Surprise monthly, no later than the 10th of each month. Surprise will receive payment for time worked in a H.A.L.O. position. Adjustments in the future reimbursement rate will be governed by the contract between PHI and Glendale and will be the same for all Departments.
2. All costs associated with the initial training and continued education of the flight paramedics will be the responsibility of the city of Glendale. The city of Glendale will reimburse the city of Surprise the contractual rate for all mandated flight paramedic training.
3. Each Department shall be individually responsible for the payment of wages, including overtime, and benefits for its Participating Personnel.
- 4.. Payment by Glendale to a Department is to be made within 30 days of receipt of an invoice.

F. Uniform:

H.A.L.O personnel will wear such uniforms as prescribed in the H.A.L.O. Operations Manual.

IV. Insurance/Indemnification.

A. Each Department assumes responsibility for all liabilities relating to its Participating Personnel and will save harmless, defend and indemnify all other Departments in any actions related to such employment.

B. Each Department will maintain responsibility for all of their employees' benefits, including but not limited to sick leave, vacation, alternative duty assignments, worker's compensation and other associated life insurance requirements. Glendale will only

insure Glendale personnel related to the H.A.L.O. project and Surprise will only insure Surprise personnel related to the H.A.L.O. project. The Departments further agree that they are not joint employers for the purpose of workers compensation coverage and that any Department's employee assigned to work as Participating Personnel shall remain an employee of such Department. To the extent that employees of one Department perform duties on behalf of another Department, such employee shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

C. Each Department (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative 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.

V. Media Releases and Relations.

Any release of information to the media pertaining to H.A.L.O., other than a public records release, will be coordinated by the Glendale Fire Department Public Information Officer ("Glendale PIO") in cooperation with and with input from the Departments. No Department will distribute any unilateral media releases without prior coordination with the Glendale PIO. A copy of all public record and media releases regarding H.A.L.O. shall be provided to the Glendale PIO. Departments will not reveal any investigative information or operational procedures of the H.A.L.O. project outside the Departments except as required by law or competent authority. If an incident is primarily focused upon or concerned with the actions of a Department's Participating Personnel, that Department will be responsible for the release of information to the media relative to the incident.

VI. Arizona Department of Health Services Certification.

A. Relative to its Participating Personnel, each Department agrees that it will be responsible to the Arizona Department of Health Services ("ADHS") for complying with all requirements mandated by ADHS for Emergency Medical Care Technicians (EMCTs). By way of example only, and not by way of limitation, this means each Department, relative to its Participating Personnel, agrees to be responsible to ADHS for the record-keeping, training and testing requirements imposed upon fire departments employing personnel in Arizona.

B. Departments agree to cooperate to assure any issues that arise relative to EMCT certification are resolved in a reasonable and efficient manner.

VII. Execution, Duration and Renewal.

A. This IGA will be effective upon the approval and execution by both Glendale and Surprise.

B. This IGA may be executed in counterparts.

C. This IGA will remain in effect for three (3) years ending June 25, 2018, subject to the renewal and termination provisions set forth below.

D. This IGA may be renewed for successive additional three (3) year periods upon mutual written agreement of the parties.

VIII. HIPAA.

To the extent Surprise shall be deemed a "Business Associate" (as such term is defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as may be amended, and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other federal agencies ("HIPAA") in connection with PHI's provision of services under the PHI Agreement) of PHI or Glendale, Surprise shall comply with the terms and conditions of the business Associate Agreement attached as Schedule A to the PHI Agreement.

IX. General Provisions.

A. Entire Agreement. This IGA embodies the entire understanding of the Departments and supersedes any other agreement or understanding between the parties relating to the subject matter. The Departments agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect and shall be binding upon the parties.

B. Governing Law. This IGA shall be governed by and construed in accordance with the laws of the State of Arizona.

C. Conflict of Interest. This IGA is subject to termination pursuant to the provisions of A.R.S. § 38-511.

D. Termination. Either party may terminate this IGA by giving the other party not less than thirty (30) days prior written notice.

E. Non-Discrimination. Surprise must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Surprise will require any Sub-contractor to be bound to the same requirements as stated within this section. Surprise, and on behalf of any subcontractors, warrants compliance with this section.

F. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this IGA or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If that fails, the matter shall be submitted to a body consisting of one voting representative from each Department plus a third member mutually agreed upon by the Departments for a majority vote recommendation. The Fire Chief of Glendale has the final authority to decide and resolve the dispute, claim, question or disagreement.

G. The provisions of this Agreement for payment of funds by the Parties shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Parties shall be the sole judge and authority in determining the availability of funds under this Agreement and each Party shall keep the other Parties fully informed as to the availability of funds for its program. The obligation of the Parties to make any payment pursuant to this Agreement is a current expense of the Parties, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Parties. If the City Councils of the Parties fail to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Parties shall be relieved of any subsequent obligation under this Agreement.

H. Notice: All notices relating to this IGA shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other Department at the address set forth below or such other address as may be given in writing from time to time:

If to Glendale:	Glendale Fire Department Attn: Fire Chief 5800 West Glenn Drive, Suite 350 Glendale, Arizona 85301
with a copy to:	Glendale City Attorney 5850 West Glendale Avenue, Suite 450 Glendale, Arizona 85301
If to Surprise:	City of Surprise Attn: Fire Chief 14250 W. Statler Plaza. Ste. 101 Surprise, Arizona 85374-9002

I. Immigration Compliance: The Departments warrant they will abide by those federal and state immigration laws and regulations applicable to its employees. The Departments retain the legal right to inspect the papers of the Departments to ensure that the Departments are compliant with the warranty under this Section. The Departments may conduct random inspections, and upon request of a Department, the other Department shall provide copies of papers and records demonstrating continued compliance with the warranty under this Section. The Departments agree to keep papers and records available for inspection during normal business hours and will cooperate with the other Department in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of

enforcement of this Section. The Departments' warranty and obligations under this Section are continuing throughout the term of this IGA or until such time as the Departments determine that Arizona law has been modified in that compliance with this Section is no longer a requirement. The "E-Verify Program" means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

DATED: _____, 2015

CITY OF SURPRISE

City Manager

ATTEST:

City Clerk

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement 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

DATED: _____, 2015

CITY OF GLENDALE

Richard A. Bowers
Acting City Manager

ATTEST:

Pam Hanna, City Clerk

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Michael D. Bailey
Glendale City Attorney

EXHIBIT A

Air Ambulance Service Agreement (Contract. No. C-10076)
Between City of Glendale and PHI Air Medical, L.L.C.
and
Amendment No. 1 to Air Ambulance Service Agreement (Contract No. C-10076)

AIR AMBULANCE SERVICES AGREEMENT

23 This Air Ambulance Services Agreement (this "Agreement") is made effective as of June 2015 (the "Effective Date"), by and between PHI Air Medical, L.L.C., a Louisiana limited liability company ("PHI"), and City of Glendale ("Glendale") (PHI and Glendale, collectively, the "Parties," individually, a "Party").

RECITALS

WHEREAS, PHI provides air medical transportation services; and

WHEREAS, Glendale has identified the opportunity to improve customer service to its constituents and more effectively deliver emergency services, which are core to its public safety mission; and

WHEREAS, Glendale and PHI have agreed to work cooperatively to establish a public-private air medical program to provide air medical transportation and other emergency services to the residents of the City of Glendale and its automatic aid and mutual aid partners (the "Program").

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Services Provided by PHI.

- 1.1 Air Medical Transport Services. As authorized in accordance with this Agreement, PHI shall provide air ambulance flight services to patients (the "Flight Services") in accordance with (i) local, State and Federal protocols, (ii) Glendale protocols in existence on the Effective Date which have been furnished to PHI on or before the Effective Date and (iii) Glendale protocols as they may be amended after the Effective Date which have been furnished to PHI and approved by PHI (which approval will not be unreasonably withheld).
- 1.2 Flight Service Guidelines. PHI shall provide the Flight Services in accordance with the standards set forth by the Commission on Accreditation of Medical Transport Services ("CAMTS"). The PHI Medical Director for the Program, working with the PHI Manager of Clinical Standards, shall establish standards for appropriate patient care during air transport.

- 1.3 PHI Flight Operations. PHI shall provide one (1) turbine engine helicopter (the "Aircraft") with service available for the Program twenty-four (24) hours a day, three hundred sixty-five (365) days per year, except for maintenance and repair activities. The Aircraft shall be based in a mutually agreed upon West Valley location. PHI shall use its commercially reasonable efforts to promptly respond to transportation requests from Glendale to the extent the Aircraft is available and not then in use or subject to maintenance or repair activities. PHI shall provide not less than four (4) pilots and one (1) mechanic (collectively, the "Flight Team") for the Program. At least one (1) pilot shall be on-duty at all times. Each Flight Team member shall be trained to PHI standards. Each Flight Team member shall meet all educational and experience standards recommended by CAMTS. All personnel of PHI providing services pursuant to this Agreement are subject to the general approval of Glendale. The pilot in command of the aircraft shall have complete power and authority to make and shall make all decisions concerning the suitability of weather and landing areas, condition of the aircraft for flight, and all other factors affecting flight safety. In accordance with Federal Aviation Regulations and PHI General Operations Manual, the pilot in command of the aircraft will at all times maintain "Operational Control" of the Aircraft.
- 1.4 Medical Director and Medical Direction. PHI will provide physician medical director services for the Program (the "Medical Director") through Banner University Medical Center subject to the approval of Glendale, which approval shall not unreasonably be withheld. The Medical Director shall be an employee or a contractor of PHI and shall not be deemed an employee, contractor or agent of Glendale. The Medical Director must meet all licensure, education, and certification requirements as set forth by any state or federal oversight body, and CAMTS.
- 1.5 General Financial Responsibility. Each Party shall assume full responsibility and oversight for its independently incurred costs and fees associated with the Program. Costs and fees incurred for the Program that are not clearly within the responsibility of either Party will be negotiated on a case by case basis, excluding any costs or fees incurred as a result of a claim by a third-party. For purposes of this section, "third-party" means a person other than the Parties.
- 1.6 Billing and Collection Obligations. PHI shall seek payment for all Flight Services by directly billing and collecting from the patients and other persons for whose benefit such Flight Services are provided under this Agreement, including, without limitation, the transported persons, their insurance carriers, or county, state or federal agencies. Compensation received by PHI for Flight Services shall remain the property of PHI. All patient charges by PHI shall be in accordance with applicable governmental regulations. Glendale is not responsible for non-payment of bills by individuals or other responsible parties to whom patient care and transportation services, including Flight Services, have been rendered by PHI. PHI represents that its charges to patients and other persons served for services rendered under this Agreement shall be fair and competitive.

- 1.7 HIPAA. To the extent either Party shall be deemed a "Business Associate" (as such term is defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as may be amended, and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other federal agencies ("HIPAA") in connection with PHI's provision of services under this Agreement) of the other Party, the Parties shall comply with the terms and conditions of the Business Associate Agreement attached as Schedule A.

2. Services Provided by Glendale.

- 2.1 Clinical Services on Flights. Glendale shall be responsible for providing 24-hour paramedic staffing for the Program. In accordance therewith, Glendale shall provide a total of five (5) paramedics, up to two of which may be nurse paramedics if mutually-agreed to by the Parties, trained to a standard agreed upon by the Parties for the Program (the "Glendale Medical Providers"). PHI shall pay Glendale Seventy-Four Thousand and 00/100 Dollars (\$74,000.00) per month for the Glendale Medical Providers. This rate will increase by 2.5% on each yearly anniversary of the Effective Date of this Agreement. Payments made to Glendale shall be due and payable on or before the first day of each month, to the order of the City of Glendale, 5850 W. Glendale Avenue, Glendale Arizona 85301, Attn: Finance Department, Contract No. C-_____. Payments received after the 15th day of any month shall be assessed a late charge of 15% per month. The Glendale Medical Providers shall be employees of Glendale or sub-contractors and under the control of Glendale and shall not be deemed employees or agents of PHI. Two (2) Glendale Medical Providers shall be on-duty at all times.
- 2.2 Dispatch Services. Glendale will provide all dispatch and communication services for the Program through the Phoenix Regional Dispatch and Deployment Center. These services will be conducted in accordance with the standards established by CAMTS.
- 2.3 Program Management. Glendale will designate one or more individuals to act as the supervisor over the Glendale Medical Providers from the Emergency Medical Services Division of the Glendale Fire Department ("GFD"), as provided for herein. Glendale's on duty Shift Commander will work with PHI in an advisory capacity to oversee the daily operations of the Program. All personnel provided by Glendale (including supervisors and the Glendale Medical Providers) shall be either employees or contractors of Glendale and under the control of Glendale and shall not be deemed employees or agents of PHI. Glendale shall be solely responsible for and shall pay, or cause to be paid, all salary, fringe benefits, worker's compensation benefits, professional liability insurance, all employment related taxes and any other related employment expenses associated with the personnel provided by Glendale.

- 2.4 Medical Crew Review. If, in the reasonable opinion of PHI, any personnel provided by Glendale pursuant to this Agreement do not demonstrate a high degree of aptitude for the type of operations or customer service required, including good interpersonal relations, PHI may make written request to Glendale to conduct a prompt review of the performance of the individual and to take appropriate prompt action. All such employment actions will be handled by Glendale on a case-by-case basis in accordance with Glendale policy and procedure. All Glendale employees shall conform to the rules and requirements jointly approved by Glendale and PHI concerning dress and conduct and other applicable PHI and Glendale policies while providing services pursuant to this Agreement, and in connection with referring/receiving agency personnel interface.
- 2.5 Preferred Provider. Glendale agrees that PHI shall be its "preferred provider" and shall have first right of refusal for all air medical transport requests received by, through or from GFD. If for reasons other than dangerous weather conditions, PHI is unable to timely initiate or complete any requested air medical transport, PHI will provide GFD with its best estimate of alternative aircraft response time. If GFD determines that the response time is not acceptable based on the circumstances of the transport, GFD shall be free to solicit and utilize any other appropriate resource or transport service to meet patient transfer needs without violating the preferred provider status of PHI. PHI shall have no liability to Glendale or GFD as a result of PHI's inability to fulfill a request for air medical transport unless caused by PHI's willful misconduct. GFD will encourage regional support and utilization of PHI as the regional air medical transport program. Notwithstanding PHI's preferred provider status hereunder, the party to be transported or the attending physician or health care provider shall always have the right to direct that another air medical transporter be used for the transport.
3. **Utilization of Corporate Identity or Likeness.** PHI and Glendale will use their commercially reasonable efforts to participate in mutually beneficial public relations and marketing activities. Neither PHI nor Glendale will utilize the others' markings or identities without express written permission from the other Party. PHI will allow Glendale to place Glendale's identity on aircraft dedicated to this Agreement, provided that PHI will only use Glendale's trade names, trademarks, and logos in accordance with this Agreement. All marketing materials of PHI that names or makes reference to Glendale or the Glendale trade names, trademarks and logos must be approved in writing by Glendale prior to distribution.
4. **Relationship of the Parties.** The relationship of the Parties as set forth in this Agreement is that of independent contractor to the other Party. PHI shall be an independent contractor of Glendale pertaining to the Flight Services and the Program pursuant to this Agreement. Glendale shall be an independent contractor of PHI in furnishing the Glendale Medical Providers and any and all supervisory and communications personnel for the Program. Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, joint venture, or agency relationship between the Parties.

5. **Term.** Subject to Section 11.3, the term of this Agreement commences upon the Effective Date and continues for a two (2) year initial period (the "Term"). Glendale may, at its option and with the approval of PHI, extend the Term of this Agreement an additional three (3) years, renewable on an annual basis (each an "Extended Term"). PHI shall be notified in writing by Glendale of its intent to extend the Agreement at least 30 calendar days prior to the expiration of the Term or any Extended Term. There are no automatic renewals of this Agreement.
6. **Termination for Convenience.** Notwithstanding anything herein to the contrary, this Agreement may be terminated by either Party for convenience and with or without cause upon ninety (90) days written notice. The terms of this Agreement will apply until the date of termination (not the date of notice).
7. **Representations, Warranties and Covenants of PHI.** PHI hereby represents, warrants and covenants as follows:
- 7.1 **Organization.** PHI is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Louisiana, and has the power and authority to execute, deliver and perform its obligations under this Agreement. PHI is qualified and authorized to do business in the State of Arizona.
- 7.2 **Authorization.** The execution, delivery and performance of PHI of this Agreement have been authorized by all necessary corporate action on the part of PHI.
- 7.3 **FAA Regulations.** PHI shall comply with all regulations of the Federal Aviation Administration ("FAA") pertaining to air medical transport services being furnished by PHI under this Agreement and, in that connection, PHI represents that the Aircraft and the members of the Flight Team are properly licensed and certified and meet the minimum requirements as set forth in the applicable FAA regulations.
- 7.4 **Compliance.** In addition to the FAA regulations referenced in Section 7.3, PHI shall comply with all federal, state and local laws and regulations applicable to the Flight Services provided by PHI under this Agreement.
8. **Representations, Warranties and Covenants of Glendale.** Glendale hereby represents, warrants and covenants as follows:
- 8.1 **Organization.** Glendale is a duly organized municipal fire department validly existing and in good standing under the laws of the State of Arizona, and has the power and authority to execute, deliver and perform its obligations under this Agreement.
- 8.2 **Authorization.** The execution, delivery and performance of Glendale of this Agreement have been authorized by all necessary government action on the part of Glendale.

- 8.3 Governmental Approvals. Glendale has obtained, and shall maintain and keep in force, all consents, licenses, permits, approvals and authorization of federal, state and local governmental authorities which may be required to execute, deliver and perform its obligations under this Agreement.

9. PHI Insurance Requirements.

- 9.1 Policies and Amounts. PHI shall, during the Term or any Extended Term, maintain the following minimum insurance coverage:

- (a) **Commercial General Liability Insurance** in the minimum amounts indicated below or such additional amounts as required by the City of Glendale, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of any agreement with the City of Glendale, Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of your performance of work for the City of Glendale. Said insurance shall have minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than \$2,000,000 each occurrence and \$4,000,000 aggregate.
- (b) All risk ground and flight aircraft hull insurance. Aircraft liability insurance covering injuries to passengers or third parties and damage to property in an amount not less than \$50,000,000 for any one accident or series of accidents arising out of any one event. Such aircraft insurance excludes medical malpractice coverage and aggravation of injuries to passengers.
- (c) Workers' compensation insurance for its employees at Arizona statutory limits including a waiver of subrogation in favor of the City of Glendale.
- (d) With the exception of Workers' compensation insurance and the incidental medical malpractice protection afforded PHI as an extension of its aircraft liability policy, to the extent of PHI's Indemnification Obligations, Glendale shall be included as an additional insured on each and every one of PHI's policies described above, waive subrogation, be primary to any other insurance or self-insurance covering the same risks maintained by Glendale, and provide Glendale 60 days' written notice of cancellation, non-renewal or material change.
- (e) "Best's Key Rating Guide" – All insurance shall be issued by a company or companies licensed to do business in Arizona and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-;VII or its equivalent. Any exception to these requirements must be approved by the City.
- (f) 30-Day Cancellation Notice. The above stated insurance coverage's required to be maintained by PHI shall be maintained until the completion of all of PHI's obligations under any agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to the Certificate Holder. PHI shall immediately obtain replacement coverage for any insurance policy

that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- (g) **Primary and Non-Contributory.** All insurance carried by PHI shall be primary and non-contributory with any insurance carried by the City of Glendale to the extent of the risks and liabilities assumed by PHI hereunder. The policy must be endorsed to include this verbiage and evidence of coverage provided with the certificate.
- (h) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (i) **Waiver of Subrogation.** PHI hereby grants to the City of Glendale a waiver of any right to subrogation to the extent of the risks and liabilities assumed by PHI hereunder, which any insurer of said PHI may acquire against the City by virtue of the payment of any loss under such insurance. PHI agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (j) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City of Glendale. The City of Glendale may require the PHI to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. If PHI maintains higher limits than the minimums shown above, then the City requires and shall be entitled to coverage for the higher limits maintained by the PHI to the extent of the risks and liabilities assumed by PHI hereunder.
- (k) **The City of Glendale Risk Manager may make reasonable changes to the required insurance based on the circumstances.**

9.2 Glendale shall, during the Term or any Extended Term, maintain the following minimum insurance coverage and, to the extent of Glendale's Indemnification Obligations, all such policies of insurance shall name PHI as an additional insured (except with respect to workers' compensation coverage), waive subrogation (except with respect to workers' compensation coverage), be primary to any other insurance or self-insurance covering the same risks maintained by PHI, and provide PHI 30 days written notice of cancellation, non-renewal or material change, only with respect to work performed pursuant to or the operations of the City of Glendale related to this Agreement and the Program.

- (a) **Professional/Paramedic errors and omissions liability insurance in amounts of not less than \$4,000,000 single and \$6,000,000 aggregate limits.**
- (b) **Workers' Compensation insurance for its employees at Arizona statutory limits.**

10. Indemnification. The Parties agree to indemnify each other (the "Indemnification Obligations") as follows:

- 10.1 PHI's Indemnification Obligations. PHI agrees to defend, protect, indemnify and hold harmless Glendale, its mutual aid partners, subsidiaries, affiliates and subcontractors and their respective directors, officials, officers, agents, employees, representatives and agents, including, without limitation, the Glendale Medical Providers and all supervisory and communications personnel (collectively, the "Glendale Group") from every kind or character of damages, losses, liabilities, expenses, demands or claims (collectively, "Losses") arising out of, connected with, incident to, resulting from or relating to, the performance of Flight Services under this Agreement, including but not limited to the operation and maintenance of the Aircraft, after the Effective Date, to the extent and only to the extent such Losses are caused by the negligence, fault, or other legal liability of PHI, its parent, any subsidiaries, affiliates and other contractors and subcontractors (not including Glendale) and their respective directors, officers, agents, employees, and representatives, including, without limitation, the members of the Flight Team and the Medical Director (collectively, the "PHI Group"), which obligation shall not be diminished in any regard if such Losses were caused in part by the concurrent or joint negligence, either active or passive, of any member of the Glendale Group; provided, however, that, in the event of joint or concurrent negligence or fault of any member of the Glendale Group and any member of the PHI Group, PHI's indemnification obligation shall be limited to PHI's allocable share of such joint or concurrent negligence or fault.
- 10.2 Glendale's Indemnification Obligations. Glendale agrees to defend, protect, indemnify and hold harmless the PHI Group for Losses, to the extent and only to the extent such Losses are caused by the negligence, fault, or other legal liability of any member of the Glendale Group, which obligation shall not be diminished in any regard if such Losses were caused in part by the concurrent or joint negligence, either active or passive, of any member of the PHI Group; provided, however, that, in the event of joint or concurrent negligence or fault of Glendale and PHI, Glendale's indemnification obligation shall be limited to Glendale's allocable share of such joint or concurrent negligence or fault.
- 10.3 Limitations. Neither PHI nor Glendale shall indemnify the other Party for any Losses resulting from the intentional, willful or negligent acts of the other Party or members of its organization. In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract. The Indemnification Obligations shall not be reduced nor limited by any insurance coverage or insurance proceeds an Indemnified Party may have for its own account with respect to a claim.
- 10.4 Procedures. PHI or Glendale shall promptly notify the other Party of the existence of any claim, or the threat of any claim, to which the Indemnification Obligations might apply. Upon written request by the Party entitled to indemnification (the "Indemnitee"), the other Party (or its insurer) (the "Indemnitor") shall select,

manage, and pay the claim investigation and legal defense costs as a part of the indemnity obligation including any settlement and/or judgment amounts awarded. Each Indemnitee shall have the right, at its option and sole expense, to participate in the defense or claim without relieving the Indemnitor of any obligation hereunder. The Indemnitee shall cooperate and comply with all reasonable requests that the Indemnitor may make in connection with the defense and any settlement of a claim.

- 10.5 Duration. The Indemnification Obligations shall continue after the termination of this Agreement, and all rights associated with the Indemnification Obligations shall inure to the benefit of the successors or assigns of PHI and Glendale.

11. Miscellaneous.

- 11.1 Force Majeure. Neither Party shall be liable to the other Party for failure to perform its respective obligations under this Agreement if and to the extent that such failure results from causes beyond the non-performing Party's reasonable control, including without limitation such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy, or any regulations, orders or requirements of any duly authorized governmental body or agency (collectively, "Force Majeure"). If either Party is unable to perform as a result of Force Majeure, it shall promptly notify the other Party in writing of the beginning and estimated ending of each such period. If any period of Force Majeure continues for thirty (30) days or more, the Party not so failing in performance shall have the right to terminate the Agreement upon written notice to the other Party. Notwithstanding anything contained herein to the contrary, PHI shall use its commercially reasonable efforts to provide a backup helicopter and associated flight services as required by this Agreement during the period of Force Majeure.
- 11.2 Default. A material breach by either Party of any representation, warranty or covenant contained in this Agreement or the failure of either Party to comply with any material terms or conditions set forth in this Agreement shall constitute an event of default ("Default").
- 11.3 Termination. This Agreement shall terminate and, except as otherwise set forth herein, shall be of no further force and effect sixty (60) days after the non-defaulting Party provides the defaulting Party with written notice of a Default (the "Cure Period"), unless the non-defaulting Party cures the Default prior to the expiration of the Cure Period. Further, this Agreement may be terminated for convenience, as set forth in Section 6, or by reason of Force Majeure, as set forth in Section 11.1, above.
- 11.4 Severability. In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed here from,

shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.

- 11.5 Proprietary Information. PHI shall cause its employees, agents and affiliates to hold as confidential all patient information, except as may otherwise be reasonably necessary for PHI's routine business functions to the extent it is deemed a Business Associate. Glendale shall cause its employees, agents and affiliates to hold confidential all patient information, except as may otherwise be reasonably necessary for Glendale's routine business functions to the extent it is deemed a Business Associate.
- 11.6 Assignment. Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other.
- 11.7 Waiver. The waiver by one Party of any breach or failure of the other Party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach or failure.
- 11.8 Entire Agreement. This Agreement and any exhibits or schedules attached thereto or referred to herein, represent the entire agreement between the Parties, with respect to the subject matter hereof, all other prior agreements being merged herein, and this Agreement shall not be modified except in writing signed by the Party against whom such modification is sought to be enforced.
- 11.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving regard to its conflicts of law rules or principles.
- 11.10 Non-Discrimination. Neither Party will discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Each Party will require any sub-contractor to be bound to the same requirements as stated within this section.
- 11.11 Cancellation. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
- 11.12 Immigration Compliance.
 - 11.12.1 PHI, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- 11.12.2 Any breach of warranty under subsection 11.12.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 11.12.3 Glendale retains the legal right to inspect the papers of PHI or subcontractor employee who performs work under this Agreement to ensure that PHI or any subcontractor is compliant with the warranty under subsection 11.12.1 above.
- 11.12.4 Glendale may conduct random inspections, and upon request of the Glendale, PHI shall provide copies of papers and records demonstrating continued compliance with subsection 11.12.1 above. PHI agrees to keep papers and records available for inspection by Glendale during normal business hours and will cooperate with Glendale in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section.
- 11.12.5 PHI agrees to incorporate into any subcontracts directly related to this Agreement the same obligations imposed upon it as set forth in this Section 11.12 and expressly accrue those obligations directly to the benefit of Glendale. PHI also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of Glendale.
- 11.12.6 PHI's warranty and obligations under this Section to Glendale are continuing throughout the Term of this Agreement or until such time as Glendale determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 11.12.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

11.13 Notice. All notices relating to this Agreement shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other Party at the address set forth below or such other address as may be given in writing from time to time:

If to Glendale: Glendale City Clerk:
5850 West Glendale Avenue.
Glendale, Arizona 85301
Telephone: (623) 930-2030

With a copy to: Glendale Fire Chief
6829 N. 58th Drive
Glendale, Arizona 85301

Telephone: (623) 930-4406
Fax: (623) 623-847-5313

Glendale City Attorney
5850 West Glendale Avenue.
Glendale, Arizona 85301
Telephone: (623) 930-2930
Fax: (623) 915 2391

If to PHI: PHI Air Medical, L.L.C.
Attn: David Motzkin, President
2800 N. 44th Street, Suite 800
Phoenix, AZ 85008

Copy to: PHI Air Medical, L.L.C.
Attn: Jeff Stanek, Director of Finance
2800 N. 44th Street, Suite 800
Phoenix, AZ 85008
Telephone: (602) 273-9349
Fax: (602) 224-1601

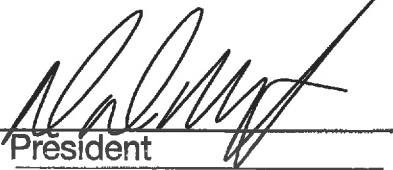
11.14 Recitals. The recitals contained in the first portion of this Agreement are made an integral part of this Agreement.

11.15 No Referral Relationship. The Parties acknowledge and agree that the amounts being paid or reimbursed by PHI hereunder are fair and reasonable and reflective of the actual cost of such services and that there is no expectation of any referral relationship or any other form of remuneration by Glendale as a result of the arrangements set forth in this Agreement.

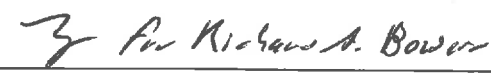
[Signature Page Follows]

The Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the Effective Date.

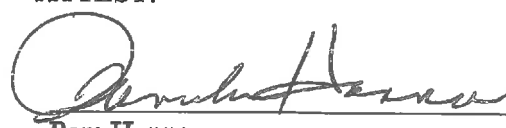
PHI:
PHI Air Medical, L.L.C.,
a Louisiana limited liability company

By: 
Title: President

GLENDALÉ:
City of Glendale,
an Arizona municipal corporation


Dick Bowers
Acting City Manager

ATTEST:


Pam Hanna
City Clerk

(SEAL)

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

SCHEDULE A
Business Associate Agreement

**CITY CLERK
ORIGINAL**

C-10076-1

07/22/15

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is made effective the 22 day of July, 2015 ("**Effective Date**"), by and between the City of Glendale ("**Glendale**"), and PHI Air Medical, L.L.C. ("**PHIAM**"). Glendale and PHIAM may from time to time be either a Covered Entity or a Business Associate as such terms are used in this Agreement and defined under applicable law. Accordingly, the terms Covered Entity and Business Associate used herein shall apply to Glendale and/or PHIAM, as applicable, and solely to the extent such parties are deemed either a Covered Entity or a Business Associate under applicable law. (Glendale and PHIAM may sometimes be referred to individually as a "**Party**" and collectively as the "**Parties.**")

WITNESSETH

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services ("**HHS**") to develop standards to protect the security, confidentiality and integrity of health information;

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "**HIPAA Privacy and Security Rule**");

WHEREAS, the Health Information Technology for Economic and Clinical Health Act, and regulations thereunder (collectively, "**HITECH Act**"), codified at 42 U.S.C. 17921-17954, provides modifications to the HIPAA Privacy and Security Rule;

WHEREAS, pursuant to the HITECH Act, the Secretary of HHS has issued regulations at 45 C.F.R. Part 164, Subpart D (the "**Data Breach Rule**", together with the HIPAA Privacy and Security Rule and any and all regulations promulgated under the HITECH Act, the "**HIPAA Rules**") and may issue additional regulations in the future to further protect the security, confidentiality, and integrity of health information;

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby each Party will provide services to or on behalf of the other Party (the "**Contract**") and, pursuant to such Contract, each of the Parties may be considered a "business associate" of the other Party as defined in the HIPAA Rules;

WHEREAS, in connection with these services, each of the Parties, when acting as a Covered Entity, may disclose to the other Party, when acting as a Business Associate, certain Protected Health Information that is subject to protection under the HIPAA Rules; and

WHEREAS, both Parties agree that the HIPAA Rules require that the Covered Entity receive adequate assurances that the Business Associate will comply with certain obligations with respect to the Protected Health Information received in the course of providing services to

or on behalf of the Covered Entity, and the purpose of this Agreement is to comply with the requirements of the HIPAA Rules.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. Except as otherwise defined in this Agreement, any and all capitalized terms shall have the same meaning as the definitions set forth in the HIPAA Rules, as amended from time to time. In particular, the following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control.

B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may Disclose Protected Health Information ("PHI") to Business Associate solely for the purposes described in the Contract.

C. Obligations of Business Associate. Business Associate acknowledges that sections of the HIPAA Rules apply directly to Business Associate as they apply to Covered Entity and agrees to comply with such rules and regulations, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or Required by Law, Business Associate shall not Use or Disclose PHI except as necessary to provide the services as described in the Contract to or on behalf of Covered Entity, and shall not Use or Disclose PHI in a manner that would violate the Privacy Rule if Used or Disclosed by Covered Entity. Notwithstanding the foregoing, Business Associate may access, create or receive PHI and Use and Disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, provided that Business Associate shall in such cases:

a) provide information to members of its workforce Using or Disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement; and

b) unless such Disclosure is Required by Law, obtain reasonable assurances from the person or entity to whom the PHI is Disclosed that: (a) the PHI will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached.

Business Associate must also comply with the HIPAA Privacy and Security Rule (45 C.F.R. §§ 164.314(a)(2)(i)(A), 164.504(e)(2)(ii)(B)) as well as Covered Entity's minimum necessary policies.

2. Incident Reporting. Business Associate shall report, in writing, to Covered Entity any Breach, Security Incident, or Use, Disclosure or unauthorized access of PHI that is not permitted by this Agreement within two (2) calendar days after discovery (as provided in (45 C.F.R. §§ 164.314(a)(2)(i)(C), 164.504(e)(2)(ii)(C))). The report shall include, at a minimum, the identification of each affected individual. The Covered Entity retains control over breach notification procedures, including risk assessment, provision of breach notification to affected patients and communications to other entities as required, such as media outlets and the Secretary ("Breach Notification Procedure"). Business Associate shall cooperate with Covered Entity in any investigation of the incident and the Breach Notification Procedure, to include a review of breach notification and other communications as requested. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement, the HIPAA Rules, or in violation of any applicable state law.

3. Data Aggregation. In the event that Business Associate works for more than one covered entity, Business Associate is permitted to Use PHI for Data Aggregation purposes only in order to analyze data for permitted Health Care Operations, to the extent that such Use is permitted under the Privacy Rule and the Contract.

4. Safeguards. Business Associate shall implement reasonable and appropriate administrative, physical and technical safeguards to ensure that PHI is not Used or Disclosed in any manner inconsistent with this Agreement and to protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Further, Business Associate will implement any other security requirements to the extent required by Section 17931(a) of the HITECH Act and any applicable regulations. Business Associate will ensure that any agent, including a Subcontractor, to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect it.

5. Minimum Necessary. Business Associate and its agents or Subcontractors, if any, shall request, Use and Disclose only a Limited Data Set, if practicable; if not practicable, Business Associate and its agents or Subcontractors, if any, shall request, Use and Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, unless an exception in 45 C.F.R. § 164.502(b)(2) applies; provided that, when effective, Business Associate agrees to comply with the Secretary's guidance on what constitutes minimum necessary as required by HITECH Act Section 13405.

6. Disclosure to Agents and Subcontractors. If Business Associate Discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a Subcontractor, Business Associate shall require the agent or Subcontractor to agree in writing to the same or substantially similar restrictions and conditions as apply to Business Associate under this Agreement (45 C.F.R. §§ 164.314(a)(2)(i)(B)). To the extent that the Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate must comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations. Business Associate further expressly warrants that its agents or Subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights.

a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524, the HITECH Act, and applicable state law. Covered Entity is required to take action on such requests as soon as possible, but not later than fifteen (15) days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. If Business Associate maintains PHI electronically, it agrees to make such PHI electronically available to the applicable Individual. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate, shall permit access according to its policies and procedures implementing the HIPAA Rules.

b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. § 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.

c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528 and Section 17935(c) of the HITECH Act, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of Disclosures.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and

procedures relating to the Use and Disclosure of PHI received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity, the applicable health oversight agency, or the Secretary.

9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any Use or Disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted Uses and Disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the Use or Disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the Use or Disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the Use and Disclosure of the Individual's PHI except to the extent it has relied on such Use or Disclosure, or if an exception under the Privacy Rule expressly applies.

11. Knowledge of HIPAA. Business Associate agrees to review and understand the HIPAA Rules as they apply to Business Associate, and to comply with the applicable requirements, as well as any applicable amendments thereto.

12. Remuneration and Marketing. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable Individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act.

D. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall run coterminous with the Contract. At the termination of this Agreement, all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, shall be destroyed or returned to Covered Entity, unless Covered Entity permits Business Associate to use or disclose PHI for its own management and administration or to carry out its legal responsibilities, in which case the PHI retained shall be limited to the Minimum Necessary for such use or disclosure.

2. Termination for Breach. If Business Associate, or its agents or Subcontractors, if any, violates any material term of this Agreement, as determined by Covered Entity, Covered Entity may, in its discretion: (i) immediately terminate this

Agreement; (ii) provide an opportunity for Business Associate to cure the Breach or end the violation and terminate this Agreement if Business Associate does not promptly cure the Breach or end the violation within a period not to exceed thirty (30) days; or (iii) report the violation to the Secretary if neither termination nor cure is feasible.

Covered Entity may terminate this Agreement effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) there is a finding or stipulation that the Business Associate has violated any standard or requirement of the HIPAA Rules or other security or privacy laws in any administrative or civil proceeding in which Business Associate is involved. Business Associate agrees to report the commencement of any legal action or investigation against Business Associate arising from an alleged violation of the HIPAA Rules or any other security or privacy laws.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

E. Miscellaneous.

1. Independent Contractors. It is expressly agreed and stipulated by and between the Parties hereto that Business Associate and Covered Entity are independent contractors, and neither Party shall be deemed or construed to be an agent, servant, or employee of the other or of any affiliates within the meaning of the Workers' Compensation Act of the applicable State.

2. Insurance. Unless greater coverage is required under any other agreement between Covered Entity and Business Associate for the provision of services related to the Contract and this Agreement, Business Associate shall maintain or cause to be maintained the following insurance covering itself and each Subcontractor or agent, if any, through whom Business Associate provides services: (i) a policy of commercial general liability and property damage insurance, and electronic data processing insurance, with limits of liability not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate; and (ii) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement or from violating Business Associate's own obligations under the HIPAA Rules, including but not limited to, claims or the imposition of administrative penalties and fines on Business Associate or its Subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services

provided by Business Associate or any of its Subcontractors or agents under the Contract or this Agreement.

3. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, reasonable attorney's fees, defense costs, and equitable relief) (collectively, "Claims"), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any negligence, fault or other legal liability of Business Associate or its Subcontractors or agents in connection with the performance of Business Associate's duties under this Agreement. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

To the extent permitted by law, Covered Entity agrees to indemnify and hold harmless Business Associate from and against all Claims for any damage or loss incurred by Business Associate arising out of, resulting from, or attributable to any negligence, fault or other legal liability of Covered Entity or its Subcontractors or agents in connection with this Agreement. This indemnity shall not be construed to limit Business Associate's rights, if any, to common law indemnity.

The Party receiving indemnification ("Indemnified Party") shall have the option, at its discretion, to employ attorneys selected by it to defend any such action, the reasonable costs and expenses of which shall be the responsibility of the Party providing indemnification (the "Indemnifying Party"). The Indemnified Party shall provide the Indemnifying Party with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist the Indemnifying Party in establishing a defense to such action.

These indemnities shall survive termination of this Agreement.

4. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate agrees that it acquires no title or rights to PHI as a result of the Contract or this Agreement.

5. Survival. The respective rights and obligations of Business Associate under Sections C, D, E.2, E.3, and E.4 of this Agreement shall survive the termination of this Agreement for any reason.

6. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Glendale: Glendale City Clerk
5850 West Glendale Avenue.
Glendale, Arizona 85301
Telephone: (623) 930-2030

With a Copy to: Glendale City Attorney
5850 West Glendale Avenue.
Glendale, Arizona 85301
Telephone: (623) 930-2930
Fax: (623) 915 2391

If to PHIAM: PHI Air Medical, L.L.C.
2800 N. 44th Street, Suite 800
Phoenix, Arizona 85008
Attn: David Motzkin, President

With a Copy to: PHI Air Medical, L.L.C.
2800 N. 44th Street, Suite 800
Phoenix, Arizona 85008
Attn: Jeff Stanek, Director of Finance

7. Amendments. If any modification to this Agreement is required by HIPAA, the HITECH Act, the HIPAA Rules, or any other federal or state law affecting this Agreement or if Covered Entity reasonably concludes that an amendment to this Agreement is needed because of a change in federal or state law or changing industry standards, Covered Entity shall notify Business Associate of such proposed modification(s) ("Legally-Required Modifications"). Such Legally Required Modifications shall be deemed accepted by Business Associate and this Agreement so amended, if Business Associate does not, within thirty (30) calendar days following the date of the notice (or within such other time period as may be mandated by applicable state or federal law), deliver to Covered Entity its written rejection of such Legally-Required Modifications. If the Parties cannot agree on the effect of any such amendment or interpretation, this Agreement may be terminated upon written notice to the other Party.

8. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Arizona, without regard to applicable conflict of laws principles.

9. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

10. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

11. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

12. Equitable Relief. Business Associate agrees that any disclosure of misappropriation of PHI by Business Associate or its agents or Subcontractors, if any, in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further Disclosure or Breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity.

13. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

14. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

15. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

16. Entire Agreement. This Agreement, together with the all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements,

negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

17. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules. In the event of an inconsistency between the provisions of this Agreement and any mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control. Where provisions of this Agreement are different from those in the HIPAA Rules, as amended, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

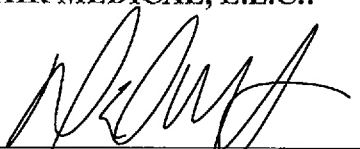
18. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

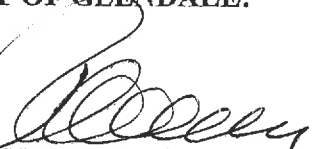
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the month, date, and year indicated below, but which shall be deemed effective as of the Effective Date.

PHI AIR MEDICAL, L.L.C.:

By: 
Name: David Motzkin
Title: President

Date: 06/18/2015

CITY OF GLENDALE:

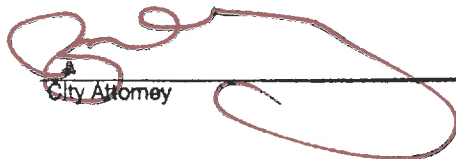
By: 
Name: Richard A. Bowers
Title: Acting City Manager

Date: 7-22-15

ATTEST:


City Clerk

Approved as to form


City Attorney

RESOLUTION # 2015-117

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE TO ASSIST IN STAFFING A MEDICAL HELICOPTER.

WHEREAS, the Cities of Glendale and Surprise currently have an Intergovernmental Agreement to provide co-staffing for a Helicopter Air-Medical Logistics Operations ("H.A.L.O.") medical transport aircraft as part of a Fire Department Consortium;

WHEREAS, both the City of Glendale and the City of Surprise desire to continue the relationship; and

WHEREAS, this Intergovernmental Agreement benefits all the citizens of the West Valley, including those of Glendale and Surprise, by providing quicker access, when needed, to emergency hospital services.

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 the Intergovernmental Agreement with the City of Glendale to provide co-staffing for a Helicopter Air-Medical Logistics Operations ("H.A.L.O.") medical transport aircraft as part of a Fire Department Consortium.

Section 2. That Bob Wingenroth, City Manager, or his designees, are authorized to conduct all negotiations and to execute and submit all document and other necessary or desirable instruments in connection with said Intergovernmental Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, Interim City Attorney



CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 1, 2015	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action on the meeting minutes of November 10, 2015 Special City Council Meeting; November 17, 2015 Regular City Council Work Session and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

- ☐ [Nov 10 Special Meeting](#)
- ☐ [Nov 17 WKS](#)
- ☐ [Nov 17 REG](#)

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

Tuesday, November 10, 2015 @ 04:07 PM

Call to Order

Roll Call

Mayor Wolcott called the **Special City Council Meeting** to order at 04:07 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, November 10, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

Staff Present: City Manager, Bob Wingenroth, Interim City Attorney, Robert Wingo, and City Clerk, Sherry Ann Aguilar.

Call to the Public

Special City Council Meeting Agenda

Regular Agenda Items-Non-Public Hearing

1. **Consideration and action to enter into an Executive Session for legal advice and to consider its position and instruct its attorneys regarding its position pertaining to pending litigation - APPROVED**

Council Member Villanueva made the motion to recess the Special Meeting and enter into executive session at 4:09 PM. Council Member Hall seconded the motion. Seven yes votes. Motion carried.

Special City Council Meeting Minutes – November 10, 2015 – Page 2

Executive Session

Discussion and consultation with the City Attorney for legal advice: and to consider its position and instruct its attorneys regarding its position pertaining to pending litigation: City of Surprise v. Surprise Center Development Company: Ariz. Rev. Stat. Section 38-431(A)(1)(3) & (4).

Adjournment

Council Member Williams made the motion to adjourn the Special City Council Meeting of November 10, 2015 at 5:46 PM. Council Member Biundo seconded the motion. Seven yes votes. Motion carried.

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 Special City Council Meeting of **Tuesday, November 10, 2015.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, November 17, 2015 @ 04:00 PM

Call to Order

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, November 17, 2015**. Also in attendance with Mayor Wolcott were Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

Staff Present: City Manager, Bob Wingenroth, Interim City Attorney, Robert Wingo, and Deputy City Clerk, Linda Stevens.

Pledge of Allegiance

Regular Agenda Item - Non-Public Hearing

1 – Presentation and discussion regarding Surprise Parks and Recreation Master Plan Update - NO ACTION

CRS Director, Mark Coronado introduced the item, he commented that Donna Miller would give the update and that Ms. Babb, Mr. Turner and Mr. Abrams were available for questions.

Manager, Donna Miller gave an update on the plan. She commented that a survey was completed and that they met with P/Z Commission and several stakeholders.

Mayor Wolcott: define pocketbook

Ms. Miller: its 5 or less

Mr. Abrams: put it on the table so that those amenities are there.

Regular City Council Work Session Minutes – November 17, 2015 – Page 2

Mayor Wolcott: spoke of pocket parks and urban look

Council Member Winters: are we counting HOA parks?

Ms. Miller: yes, we are counting them

Mayor Wolcott: inquired about library expansion.

Mr. Coronado: we can take the parking lot to the north and we still have the parking north of the lake that would take care of the parking. Taking it back to the tennis most cost effective

Council Member Villanueva: are there plans to do anything in the OTS area?

Ms. Miller: we do have some reinvesting to do, all of them could use some help

Mayor Wolcott: 3 Star Park and Gaines Park are on the list

Council Member Villanueva: major issues on south side of Grand Ave.

Council Member Winters: was the 13 acres for Rancho Mercado donated by developer?

Ms. Miller: yes

CRS Chair Tuner: the biggest factor is the funding issues; primary objective; we've talked about another aquatic center; trail connection and open space.

Mayor Wolcott: Voters will want to know what it is they are buying

Council Member Villanueva: inquired about Coyote Lakes; Rose Garden and canal.

Council Member Tande: vision; more detailed level a running 15 year project timeline; we need to disclose the costs.

Mr. Turner: yes in some points we already are; some we are behind the 8 ball and we need to get more aggressive.

2 – Presentation and discussion regarding public engagement guidelines - NO ACTION

ACM Frazier introduced the item.

Regular City Council Work Session Minutes – November 17, 2015 – Page 3

Communications Director, Diane Arthur spoke of general thoughts about public engagement and public notification. She commented that this has a direct impact on residents life some a notification process is required.

Mayor Wolcott: referred to utility companies; complimented the Communications Dept.; it is making the notification piece so residents can become aware that something is happening.

Council Member Hall: referred to Centurylink's tearing up drive ways we need to know about it; asked for staff to do a better job of public notices; put signs up as soon as construction begins on new sites; phone apps and Channel 11.

Council Member Tande: lots of positive posts, people feel connected, opportunities for pushing news, referred to apps. and include HOA's on that list.

Council Member Villanueva: referred to Fiesta Grande and commented that a lot of people were not aware of it.

Ms. Arthur: it's a challenge, but we'll keep trying.

Mayor Wolcott: we have a very engaged Council; web-page; community chats, etc. We are missing some basic tools so that when something happens they are notified.

3 – Presentation and Discussion on latest changes to the Proposed City Council Board and Commission Handbook (2015 edition), and corresponding changes to Surprise Municipal Code, Section 2-295 amending the Boards and Commission bylaws by removing the requirement to resign to run for elected office, and amending the attendance standards - NO ACTION

City Manager Wingenroth introduced the item.

He reported that there are 4 changes: 1) page 10: segment on removal adding; 2) page 13: attendance; 3) sub committees and working groups and 4) in what way may the public participate.

Council Member Winters: page 5; appointed officials - city attorney

Mr. Wingenroth: staff would like to do 2nd meeting in December and make that change.

Page 10 - removal: 6 months on page 13

Regular City Council Work Session Minutes – November 17, 2015 – Page 4

Mr. Wingenroth: the new process.

Council Member Tande: Page 28 video or audio vs. video and/or audio

Council Member Villanueva: attendance questions

Council Member Biundo: great fine tuning

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Work Session of November 17, 2015. Council Member Hall seconded the motion. Six yes votes. Motion carried.

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, November 17, 2015.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, November 17, 2015 @ 06:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, November 17, 2015**. Also in attendance with Mayor Wolcott were Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

Staff Present: City Manager, Bob Wingenroth, Interim City Attorney, Robert Wingo, and Deputy City Clerk, Linda Stevens.

Pledge of Allegiance

Proclamation and Community Acknowledgements

City Manager Report

Surprise Students/Teachers for Education - Legacy Traditional School

4 Brief items - Paul Bernardo introduced guests who lead the Pledge of Allegiance. Legacy Traditional School National Jr. Honor Society; Nicole Kirkly; Samantha Morris, Ariana Diaz; Jason Miller; Sasha Soto and Julia Herrera.

Council Member Villanueva spoke of her trip to Nashville.

ED Director, Jeanine Jerkovic welcomed Chris Alexander and India Ballard of Main Streets, a national company specializing in real estate development and healthcare.

Mayor Wolcott thanked them for locating here and partnering.

Regular City Council Meeting Minutes – November 17, 2015 - Page 2

Mr. Wingenroth spoke of the Veterans Parade and recognized the Grand Marshall of the parade and the winners of the trophy's.

Mr. Wingenroth introduced the new Director of Human Services, Seth Dyson.

Call to the Public

Maurice Hoyt: spoke of changing the name of Thunderbird/Waddell Rd.

Peter Voin: referred to a soccer tournament, here tonight to speak of using city fields at least twice a week.

Bill Lipscomb: deep appreciation for the Veterans Parade, he was very impressed. Tom Blair; Larry Brown and George Van De Langeryt.

City Attorney Report

City Clerk Report

Consent Agenda

1 – Consideration and action accepting the Urban Area Security Initiative (UASI) Grant awarded to the Surprise Police Department by the State of Arizona, Department of Homeland Security, and amending the 2016 budget to reflect the actual grant amount; Resolution # 2015-99 - APPROVED

2 – Consideration and action on a liquor license request by Ptolemeos Korvessis for Mikes Kitchen located at 17221 N. Litchfield Road, #50, Surprise, AZ. 85374 for a Series 12 (New License/LLC) - APPROVED

3 – Consideration and action for an Agent Change request by Donald Christopher Lewis for Coco's Restaurant located at 15955 W. Clearview Blvd., Surprise, AZ. 85374 (Existing license # 12078439) - APPROVED

4 – Consideration and action authorizing the Mayor and City Council to adopt the 2015 Maricopa County Multi Jurisdictional Hazard Mitigation Plan; Resolution # 2015-105 - APPROVED

5 – Consideration and action on the minutes of Special City Council Meeting of October 27, 2015; the Regular City Council Work Session and Regular City Council Meeting of November 3, 2015 - APPROVED

Regular City Council Meeting Minutes – November 17, 2015 - Page 3

6 – Consideration and action amending the fiscal year 2016 budget by reallocating appropriations of \$25,000 from the Veramonte Park project to the Surprise Farms Community Park; Resolution # 2015-114 - APPROVED

Council Member Biundo made the motion to approve the consent agenda. Council Member Villanueva seconded the motion. Six yes votes. Motion carried.

Regular Agenda Item - Public Hearing

7 – Presentation and discussion regarding proposed Zone Change from CR to IP-PUD, CR to CR-PUD, and from IP to CR-PUD for Dysart Subdivision located at the southwest corner of Bell Road and Dysart Road; Ordinance # 2015-16 - APPROVED

City Planner, Robert Kuhfuss reported on the zone change.

Wendy Riddell of Barry Riddell gave background on Caliber.

Mayor Wolcott: vision for a gateway - a lot of work to do commercial designation

Council Member Hall: likes this approach benefits the city

Council Member Winters: 3 items of concern

Mr. Kuhfuss: environmental concerns

Council Member Biundo: two perspectives - good picture of what it looks like

No public comments were made.

Deputy City Attorney, Donna Bronski read Ordinance 2015-16 for the record.

Council Member Villanueva made the motion to approve Ordinance 2015-16. Council Member Winters seconded the motion. Six yes votes. Motion carried.

Regular Agenda Item - Non-Public Hearing

8 – Consideration and action regarding proposed Final Plat for Dysart Subdivision located at the southwest corner of Bell Road and Dysart Road - APPROVED

Regular City Council Meeting Minutes – November 17, 2015 - Page 4

Council Member Winters made the motion to approve the Final Plat for Dysart Subdivision located at the southwest corner of Bell Road and Dysart Road. Council Member Hall seconded the motion. Six yes votes. Motion carried.

9 – Consideration and action approving a letter of support for Maricopa County Human Services Division Head Start Zero-Five Program's funding proposal to continue Early Head Start and Head Start services in Maricopa County with a location in Surprise. - APPROVED

Deputy City Manager, Nicole Lance reported on the agreement. She commented on a correction to the staff report timeline, it is actually FY2018 not 2017.

Mr. Dyson reported on the integration of how this will operate.

Council Member Hall questioned the numbers 11490 3-5 based

Ms. Lance: under the age of 18

Council Member Hall: how many are core?

Ms. Lance: I will narrow that number down

Council Member Winters made the motion to approve a letter of support for Maricopa County Human Services Division Head Start Zero-Five Programs. Council Member Villanueva seconded the motion. Six yes votes.

10 – Presentation and discussion regarding the FY2016 Budget Status Report through September 2015 - NO ACTION

Finance Director, Lindsey Duncan reported on the FY2016 Budget Status Report through September 2015.

Council Member Hall: on the expenses side it is 3 months, correct?

Ms. Duncan: that is correct.

11 – Consideration and action authorizing new and revised user fees and a comprehensive citywide user fee schedule; Resolution # 2015-108 - APPROVED

Finance Director, Lindsey Duncan reported on Resolution 2015-108.

Council Member Tande inquired about feedback.

Regular City Council Meeting Minutes – November 17, 2015 - Page 5

Council Member Villanueva inquired about wrestling fee.

Council Member Hall made the motion to approve Resolution 2015-108. Council Member Villanueva seconded the motion. Six yes votes. Motion carried.

12 – Consideration and action authorizing the City Manager to execute an Intergovernmental Agreement with the Maricopa Water District (MWD) for use of MWD's Groundwater Savings Facility (GSF) to store Surprise's Central Arizona Project (CAP) water; Resolution # 2015-106 - APPROVED

Fred Stevens of Water Services reported on the IGA.

Council Member Hall: inquired about dollar savings.

Water Services Director, Terry Lowe explained the two areas where we are saving.

Council Member Hall made the motion to approve Resolution 2015-106. Council Member Winters seconded the motion. Six yes votes. Motion carried.

13 – Discussion and possible direction regarding City Council Team Commitments presented to the Mayor and City Council by City Manager, Bob Wingenroth.

Council Member Winters introduced this item, 7 important team commitments.

Council Member Tande: show good leadership; have discussions; tough challenges; respect each other and show good leadership.

Council Member Biundo: words have meaning and consequences; full commitment from all; it reverberates from City Manager to staff. referred to a proclamation recently signed by council. Requested additional time to reflect on all the words on this page and would like to revisit.

Council Member Hall: well said; it's aspirational and inspirational; great document to reflect on; focus on argument on hand; council as a whole and not split up; this is the best staff we have ever had in my 7 years and we have to be excellent too. Formalize it after we have time to digest it.

Mayor Wolcott: used to be in council handbook, was not productive not a good document to guide us; most important is the public deserves discussion/debate always be followed by respecting one another. Mayor Wolcott referred to her time in legislature.

Regular City Council Meeting Minutes – November 17, 2015 - Page 6

Council Member Winters: wait until all Council is present

Council Member Villanueva: we haven't been working together; report to the AG's Office; I will continue to vote the way I see fit. She referred to conversations while in Nashville. She asked to wait on this item until all Council is present.

14 – Consideration and action amending the fiscal year 2016 budget by reallocating appropriations of \$68,900 from General Fund Contingency (one-time) to Traffic Engineering Transit to fund an increase in weekday cap level for Dial-a-Ride service; Resolution 2015-115 - APPROVED

Dave Kohlbeck of Public Works reported on this item.

Council Member Hall: what does this buy us?

Council Member Hall: do we buy that cap?

Council Member Hall: 15 is how many months?

Council Member Winters: \$4 fee, outside the city?

Council Member Tande: shared travel options?

Council Member Winters made the motion to approve Resolution 2015-115. Council Member Hall seconded the motion. Six yes votes. Motion carried.

Mayor Council Reports

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

Council Member Tande: Rancho Gabriela block party.

Council Member Hall: Veterans Day parade and Chamber breakfast.

Council Member Villanueva: thanked Cactus Jack for trailer and float; thanked Sherry Aguilar and thanked residents

Council Member Biundo: Sun City Grand - outstanding Veterans Day ceremony.

Council Member Winters: Grand Opening of Eagles Club

Other Business

Regular City Council Meeting Minutes – November 17, 2015 - Page 7

Executive Session

Adjournment

Council Member Villanueva made the motion to adjourn the Regular City Council Meeting of November 17, 2015 at 8:38 PM. Council Member Tande seconded the motion. Six yes votes. Motion carried.

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 Meeting of **Tuesday, November 17, 2015.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

* Back Print

Council Meeting Date:	December 1, 2015	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Discussion and presentation regarding upcoming Fall 2016 Elections.

Motion:

N/A

Background:

Kristi Passarrelli, Assistant Elections Director and Rey Valenzuela, Assist Elections Director will conduct a presentation they have prepared to guide us through the 2016 Fall Election cycle as an educational tool for our voters.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

☐ [Elections Powerpoint MCED](#)



Consolidated Elections

Presented by:

Kristi Passarelli, Assistant Director

Maricopa County Elections Department

Why “Consolidated” ?

- In **2012** the Legislature amended A.R.S. § 16-204
 - City/Town candidate elections must be held on the same day as the Primary or General election in even-numbered years.
 - effectively banning all cities/towns from holding candidate elections on any other statutory election date
- City of Tucson and City of Phoenix filed a lawsuit seeking declaratory and injunctive relief against the State
 - arguing that the Arizona Constitution did not grant the legislature authority to preempt their charters, which mandated candidate election dates
 - conflicted with the new law
 - Trial Court granted judgment to the cities
 - The State appealed

Why “Consolidated” ? *(continued)*

- Court of Appeals affirmed the Trial Court’s grant of a permanent injunction enjoining the State from requiring the City of Tucson and City of Phoenix to comply with the candidate election scheduling requirements in A.R.S. § 16-204, as amended.
 - The Court found that the legislation affected the method and manner of selecting the cities’ governing officers, which is a matter of local concern and the State did not provide evidence to demonstrate that the statute implicated a statewide interest. Therefore the law was preempted by the charters.
 - The State appealed.
- On April 7, 2015, the Arizona Supreme Court denied the State’s petition for review.
- **Therefore the permanent injunction remains in effect.**

What does that mean for Cities & Towns?

What the final decision means:

- It means **Charter** Cities can choose to hold their candidate elections in March/May or Aug/Nov of the “off cycle” or any cycle date they want.
 - **Example:** City of Tempe & City of Goodyear hold their candidate elections in March. City of Phoenix holds their candidate elections in August & November of ODD numbered years.
- It means **Non-Charter** Cities/Towns must still hold their candidate elections during EVEN numbered years in August & November.
 - Non-Charter Cities/Towns can CONSOLIDATE onto County ballot **or** hold their own separate election – *Polling Place or All Mail*.
 - Maricopa County will NOT assist or conduct a separate election held in EVEN years during a countywide August Primary or November General
 - *the city/town would have to conduct this separate election themselves.*

Non Partisan - “Independent” Voters

- A.R.S. § 16-467
- A. At primary elections there shall be provided a separate ballot for each party entitled to participate in the primary.
- B. For a voter who is registered as **independent, or no party preference or as a member of a political party that is not entitled to continued representation on the ballot** pursuant to section 16-804, **the voter shall designate the ballot of only one of the political parties that is entitled to continued representation on the ballot** and the judge of election shall give the elector only that political party's ballot.

Notification to “Independent” Voters

➡ **90 Day Notice**
(**REQUIRED** by statute)

➡ Mailed to ALL “IND” voters on the Permanent Early Voting List

YOUR UPCOMING ELECTIONS You can vote in the following elections: SUS PRÓXIMAS ELECCIONES Usted puede votar en las siguientes elecciones:	
ELECTION(S)/ELECCIÓN(ES):	PRIMARY & GENERAL ELECTION/ELECCIÓN
ELECTION DATE(S): FECHA(S) DE ELECCIÓN:	08/26/2014 AND 11/04/2014
MAIL BALLOTS ON: ENVIAR LA BOLETA(S) AL:	07/31/2014 AND 10/09/2014
BALLOT LANGUAGE: IDIOMA DE LA BOLETA:	ENGLISH / INGLÉS

PERMANENT EARLY VOTING LIST NOTICE AVISO PERMANENTE DE VOTACIÓN TEMPRANA	
ABOUT THIS NOTICE	
You are NOT registered with a political party. With this card you can:	
• Select a party or city/town-only ballot for the PRIMARY. (NOTE: A ballot will not be sent for the PRIMARY if you do not respond.) • Request that no ballots for YOUR UPCOMING ELECTIONS be sent to you. • Change your mailing or residence address. • Request removal from the Permanent Early Voting List.	
SOBRE ESTE AVISO	
Usted NO está inscrito con un partido político. Con esta tarjeta, usted puede:	
• Seleccionar una boleta de partido o sólo de ciudad/pueblo para la elección PRIMARIA. (NOTA: No se le enviará una boleta para elección PRIMARIA si usted no responde.) • Solicitar que no le envíen boletas para SUS PRÓXIMAS ELECCIONES. • Cambiar su dirección postal o de domicilio. • Solicitar que lo remuevan de la Lista Permanente de Votación Temprana.	

90 Day Notice – Ballot Choice

1 ☐ Please send me a ballot for the PRIMARY election. To participate in the PRIMARY, you MUST choose which party ballot you want to receive OR select the "city/town-only" ballot option. (A party ballot selection will NOT change your party affiliation.) You do not need to return this card to receive a ballot for the GENERAL election listed above.	Por favor envíeme una boleta para la elección PRIMARIA. Para participar en la elección PRIMARIA, usted DEBE escoger la boleta del partido que usted desea recibir O seleccionar la opción de boleta "sólo de ciudad/pueblo". (La selección de una boleta de partido NO cambiará su afiliación de partido). Usted no necesita devolver esta tarjeta para recibir una boleta para la elección GENERAL en la lista de arriba.
Select which ballot you want to receive: ☒ City/Town-Only* (if applicable) Ciudad/Pueblo Solamente* (Si se aplica) ☐ Republican Republicano * Select this option if you want to vote in your city/town election but do not want to vote a political party ballot for the PRIMARY election. HOWEVER, if you choose a political party ballot, note that it will also include the city/town candidate(s) or measure(s).	Seleccione la boleta que usted desea recibir: ☐ Democrat Democrático ☐ Libertarian Libertario ☐ Americans Elect Americanos Eligen * Seleccione esta opción si desea votar en las elecciones de su ciudad/pueblo pero no desea recibir un boleta de partido político para la elección PRIMARIA. SIN EMBARGO, si usted escoge una boleta de partido político, ésta también incluirá el candidato(s) de ciudad/pueblo o medida(s).
2 ☐ Please DO NOT send me a ballot for the elections listed above in YOUR UPCOMING ELECTIONS. You will continue to receive notices for future elections unless you request removal from the Permanent Early Voting List. To remove your name, complete Box 4.	Por favor NO me envíe una boleta para las elecciones enumeradas arriba en SUS PRÓXIMAS ELECCIONES. Usted continuará recibiendo avisos para futuras elecciones a menos que usted solicite que lo remuevan de la Lista Permanente de Votación Temprana. Para remover su nombre, complete el Cuadrito 4.
3 ☐ Please update my mailing address and/or residence address. Please provide your name, address information, and date of birth in the spaces below.	Por favor actualice mi dirección postal y/o de domicilio. Por favor proporcione su nombre, información de dirección de domicilio y fecha de nacimiento en los espacios a continuación.
4 ☐ Please remove my name from the Permanent Early Voting List. To complete this request, you must write your name, residence address, and date of birth in the spaces provided below.	Por favor remueva mi nombre de la Lista Permanente de Votación Temprana. Para completar esta solicitud, usted debe escribir su nombre, dirección de domicilio y fecha de nacimiento en los espacios provistos a continuación.
For Boxes 3 & 4 Name / Nombre: <u>JOHN ANTHONY SMITH JR</u> Date of Birth / Fecha de Nacimiento: _____ Residence Address / Domicilio: _____ - Within the county / Dentro del condado -	
Por Cuadritos 3 y 4 Mailing Address / Dirección Postal: _____ - * For a PERMANENT update, mailing address must be within Arizona / * Para una actualización PERMANENTE, la dirección de correo debe estar dentro de Arizona -	
Mailing Address above is: (Check boxes below that apply) / Dirección Postal arriba es: (Marque los cuadritos a continuación que se apliquen) ☐ For PRIMARY election Para elección PRIMARIA ☐ For GENERAL election Para elección GENERAL ☐ a PERMANENT update* una actualización PERMANENTE*	
If you checked any of the above boxes, please sign and return this card. Si usted marcó alguno de los cuadritos de arriba, por favor firme y envíe la tarjeta.	
 1234567	
X _____ Sign Legal Name / Firme con el Nombre Legal	

Additional Notification by MCED

➤ **33 Day Notice**

- In 2014, MCED mailed to ALL “IND” voters on the Permanent Early Voting List that had not responded to the statutory 90 day notice.
- This secondary notice is NOT REQUIRED by statute.
- This secondary notice is being considered again for the 2016 cycle.

Mail Ballot Request Information

Early Ballot Requests

- **FIRST** day to request is **93 days prior** to each election
 - **May 29, 2016** – for the August 30, 2016 Primary Election
 - Voters can request for **BOTH** Primary & General elections on this date
 - **August 7, 2016** – for the November 8, 2016 General Election
 - This is the earliest date a **GENERAL ELECTION ONLY** request can be made
- **LAST** day to request a ballot to be mailed is **11 days prior** to each election
 - **August 19, 2016** – for the August 30, 2016 Primary Election
 - **October 28, 2016** – for the November 8, 2016 General Election

Mail Ballot Request Information

How to request an early ballot

*****Independent Voters can make their Primary Ballot choice via any of the below methods*****

- Online at: www.recorder.maricopa.gov/EVRequest
- By Phone - **(602) 506-1511** or for TDD at (602) 506-2348
- In Writing – must include the following information: **Name, Residence Address, Mailing Address** (for ***“forwarding” of a ballot to a temporary address***), **Date of Birth, Which Election** (Voters who request an early ballot for the Primary Election will automatically be sent an early ballot for the General Election if not otherwise indicated), for **Primary ONLY: Ballot choice** (Party or City only) for INDEPENDENT Voters, and **Signature**
 - Written requests for early ballots should be mailed to:
Maricopa County Elections, Attn: Early Voting, 510 S. 3rd Ave, Phoenix AZ, 85003

Why not “All Mail” Ballot ?

MCED **cannot** conduct an ALL Mail election for a City or Town

- if the election is held on the same day as the Primary and General State/County Elections.
- Is this “new” ?
 - 2014 was the first time this was attempted
 - the consolidated election law did not prohibit as it had in years past
- MCED received numerous complaints
 - Voters & Elected Officials
 - Confusion
 - Frustration
- Why?.....

0179 Desert Oasis – Polling Location 2014
Desert Oasis School

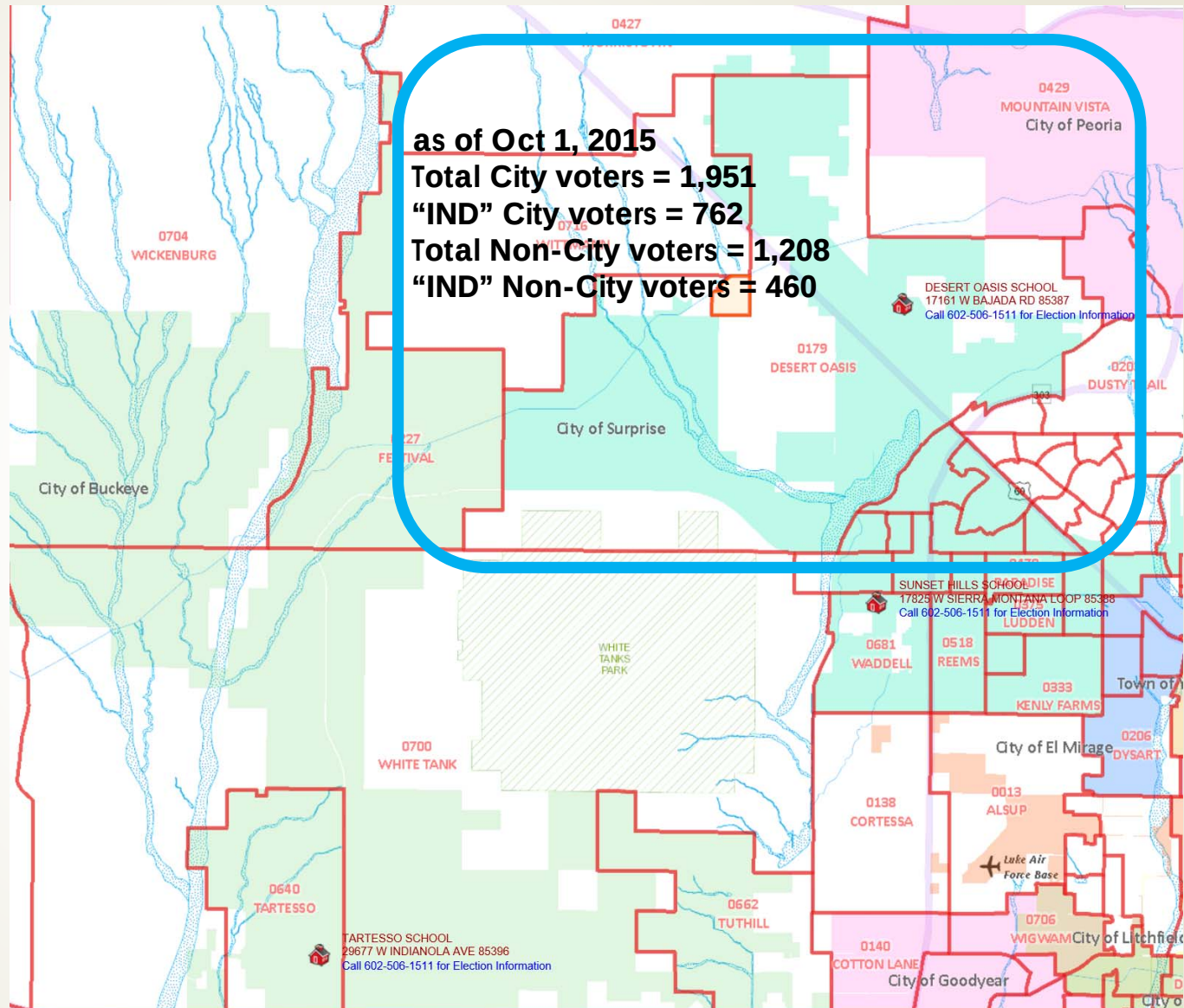
ALL **non city** voters - shown in white areas knowns as “county islands” were assigned to this polling location as required by law.

ALL **city** voters - shown in the shaded area were automatically mailed a ballot (including IND voters that responded to the notice(s) with their ballot choice – either Partisan or City Only)

City voters that either a.) didn’t receive their mail ballot, b.) received their mail ballot but chose not to vote it, c.) were “IND” and did not respond to the notices, on election day were required to vote at City Hall. They could not be assigned to the polling place.

For any election held by ALL Mail Ballot, polling locations are not assigned because every qualified elector is mailed a ballot or can vote at the designated replacement ballot offices (City/Town Clerk or MCED locations)

Confusing? Yes.....



For the General Election several school districts were added plus 2 additional cities: Goodyear & Carefree - Buckeye Union, Dysart Unified, Fountain Hills Unified, Litchfield Elem, Palo Verde Elem, Queen Creek Unified, Saddle Mountain Unified, Scottsdale Unified

The map displays the City of Buckeye, Arizona, with its various neighborhoods and major roads. A red outline highlights the area around Buckeye City Hall, which is labeled "BUCKEYE CITY HALL - REPLACEMENT BALLOT ONLY" and "530 E MONROE AVE 85326". Other neighborhoods shown include Tartesso, White Tank, Durango, Whyman, Valencia, Liberty, and Rainbow Valley. The map also shows major roads like W Camelback Rd, W Yuma Rd, W Baseline Rd, and W Highway 85.

What is the cost for holding an election?

- County ballot
 - \$0.50 per registered voter
 - No Additional Charge for mail ballots
- Non-county ballot – Mail Ballot Only
 - \$2.12 per registered voter
- Non-county ballot – Polling Locations
 - \$1.37 per registered voter
 - **PLUS** \$2.12 per mail ballot



Questions





CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 1, 2015	Contact Person:	Jeanine Jerkovic, Economic Development Director
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action pertaining to approval of the Annual Membership and Services Agreement with the Surprise Regional Chamber of Commerce.

Motion:

I move to approve the Annual Membership and Services Agreement with the Surprise Regional Chamber of Commerce.

Background:

The City of Surprise has been affiliated with the Surprise Regional Chamber of Commerce since its start in 1963, when it was the Northwest Valley Chamber. They have 461 members, 261 of which are based in the City of Surprise, or approximately 57%. In August 2015, new President and CEO Raoul Sada joined the organization after almost a year-long leadership search by the Surprise Regional Chamber of Commerce Board of Directors.

Objective Analysis:

The Surprise Regional Chamber provides an essential business retention function in serving as a touch point for local businesses and also in providing business education and networking. Additionally, the Chamber can help Surprise economic development recruitment efforts by communicating to prospective new businesses that there is a healthy, pro-business environment to welcome and sustain them once they have landed. The new agreement is modeled after a functioning model in the City of Glendale, which outlines the value-exchange involved in the City-Chamber partnership. It is also now separate from the facility use agreement.

Policy Compliant:

The agreement is compliant with City policy.

Financial Impact:

Per the agreement the city's membership cost will be \$25,000 per fiscal year and gives the City of

Surprise a Chairman's Circle Gold Membership through FY2018. The city's additional in-kind contributions allow access to sponsorships and associated services that enhance the partnership.

Budget Impact:

The membership cost is included in the FY2016 operating budget under the Economic Development Department's General Fund services budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [Staff Report - Chamber Agreement](#)
 - ☐ [Chairman's Circle Membership Package](#)
 - ☐ [Presentation](#)
 - ☐ [Chamber Membership Agreement](#)
-



STAFF REPORT

ECONOMIC DEVELOPMENT DEPARTMENT

Date: November 16, 2015

To: Mayor and City Council

From: Jeanine Jerkovic, Economic Development Director

Re: Surprise Regional Chamber of Commerce membership agreement and facility use license

Introduction

Attached is a copy of the new Surprise Regional Chamber of Commerce membership agreement and facility use license. Currently, membership fees are budgeted for FY 2016 in the amount of \$25,000, and additionally the City of Surprise has provided the Surprise Regional Chamber of Commerce with 2,654 square feet of space in which to operate, inclusive of utilities and maintenance on the City Hall campus. The newly drafted documents are now two separate, independent agreements, however, they reference one another.

Background

Formerly named the Northwest Valley Chamber, the Surprise Regional Chamber of Commerce has served the businesses of the City of Surprise and the northwest region since 1963. They have 461 members, 261 of which are based in the City of Surprise, or approximately 57%. In August 2015, new President and CEO Raoul Sada joined the organization after almost a year-long leadership search by the Surprise Regional Chamber of Commerce Board of Directors.

Economic Development staff has been actively considering what performance measures and expectations should be put into a revised membership agreement for at least the last six months. The Chamber Board of Directors approved a set of new membership levels in October 2015, and the City's budgeted \$25,000 membership fee would purchase a Chairman's Gold Level.

From a sponsorship perspective, staff also considered what might be the highest priority Chamber services from a list of proposed activities, events and responsibilities with associated costs from the Chamber. Staff reviewed the new Chamber list of proposed membership services with the following points of reference in mind:

- Mayor, City Council and City Management priority expectations of the Chamber;
- Current approved budget of \$25,000 for the annual Chamber membership fee, which will pay for a Chairman's Gold Level Membership;
- Value of in-kind City of Surprise services and facilities provided to the Chamber in advancement of their operations and programming, such as those at City-owned facilities at City Hall, the Spring Training Stadium and the AZ TechCelerator.

The City of Surprise desires to see the following high-priority services and support provided in exchange for its membership fees and in-kind contributions.

- Buy Local Campaign / Shop Chamber
- State of the City Event
- Breakfast/Lunch Networking and Presentation Opportunities
- Legacy Event Participation
- Assistance with Ribbon Cuttings
- Promotion of City of Surprise Merchandise / Gift Shop
- Business Education Assistance
- Visitor and Tourism Center Support
- Other Programs and Services as needed on a mutually agreed upon basis.

The new membership contract proposed allows for both the City of Surprise and the Surprise Regional Chamber to be assured that there are clarified expectations on both sides and that the partnership is equitable.

Staff Comments

The Surprise Regional Chamber provides an essential business retention function in serving as a touch point for local businesses and also in providing business education and networking. Additionally, the Chamber can help Surprise economic development recruitment efforts by communicating to prospective new businesses that there is a healthy, pro-business environment to welcome and sustain them once they have landed.

Recommendation

None

Attachments

- Revised Annual Membership Contract
- Revised Facility Use Agreement and Exhibit



Chairman's Circle Packages

Chairman's Circle Packages offers your business an opportunity to support the mission of the Chamber. This level of giving goes beyond receiving something back from the Chamber, but is demonstration of a company's commitment to the business and economic prosperity of our community while supporting the quality of life.

In recognition for this support the Chambers provides an array of recognition that is not available with other membership/sponsorships or transactional gifts. Investments at this level are not for those who want something *from* the chamber, but those who want to get something *done through* the chamber

Recognition for **ALL** Chairman's Circle members:

- Opportunity for your organization to advertise itself as a proud member of the Surprise Regional Chamber of Commerce Chairman's Circle.
- Annual membership dues included in package
- Opportunity for priority seating at Chamber Breakfast
- Signage/logo branding at major Chamber events (Banner and Floor Banner)
- Visibility in E-Newsletter
- Recognition on the Chamber website
- Special invitations to Chamber VIP events

Platinum \$45,000

- WEB rotating banner ad on chamber website
- WEB rotating banner ad on Visit Surprise website
- Chairman's Circle logo placement on 3'x7' official banner
- Chairman's Circle logo placement on 4'x15' official banner
- Chamber sponsors web page: Logo and link
- Visit Surprise sponsors web page; Logo and link
- Chamber Business Directory (circulation 40,000): Logo placement on Chairman's Circle sponsor page
- Shop Chamber (circulation 60,000): Logo placement on Chairman's Circle sponsor page
- Visitor Guide (circulation 50,000): Logo placement on Chairman's Circle sponsor page
- Visitor Map (circulation 25,000): Logo placement on Chairman's Circle Sponsor Page
- Sponsor any five events (Breakfast, Lunch, Women in Business, Seminar or Program)

Gold \$25,000

- Chairman's Circle logo placement on 3'x7' official banner
- Chairman's Circle logo placement on 4'x15' official banner
- Chamber sponsors web page: Logo and link
- Visit Surprise sponsors web page; Logo and link
- Chamber Business Directory (circulation 40,000): Logo placement on Chairman's Circle sponsor page
- Shop Chamber (circulation 60,000): Logo placement on Chairman's Circle sponsor page
- Visitor Guide (circulation 50,000): Logo placement on Chairman's Circle sponsor page
- Visitor Map (circulation 25,000): Logo placement on Chairman's Circle sponsor page
- Sponsor any three events (Breakfast, Lunch, Women in Business, Seminar or Program)

Silver \$15,000

- Chairman's Circle logo placement on 3'x7' official banner
- Chairman's Circle logo placement on 4'x15' official banner
- Chamber Sponsors web page: Logo and link
- Visit Surprise sponsors web page; Logo and link
- Chamber Business Directory (circulation 40,000): Logo placement on Chairman's Circle sponsor page
- Shop Chamber (circulation 60,000): Logo placement on Chairman's Circle sponsor page
- Visitor Guide (circulation 50,000): Logo placement on Chairman's Circle sponsor page
- Visitor Map (circulation 25,000): Logo placement on Chairman's Circle sponsor page
- Sponsor any two events (Breakfast, Lunch, Women in Business, Seminar or Program)

Bronze \$8,500

- Chairman's Circle Logo placement on 3'x7' official banner
- Chairman's Circle Logo placement on 4'x15' official banner
- Chamber Sponsors Web Page: Logo and link
- Chamber Business Directory (circulation 40,000): Logo placement on Chairman's Circle Sponsor Page
- Shop Chamber (circulation 60,000): Logo placement on Chairman's Circle Sponsor Page
- Visitor Guide (circulation 50,000): Logo placement on Chairman's Circle Sponsor Page
- Visitor Map (circulation 25,000): Logo placement on Chairman's Circle Sponsor Page
- Sponsor one single event (Breakfast, Lunch, Women in Business, Seminar or Program)

Surprise Regional Chamber of Commerce *Membership Agreement*

Jeanine Jerkovic
Economic Development Director

Council Meeting
December 1, 2015



Background



- **New President started August 2015**
 - Raoul Sada, President & CEO
- **New Board Chairman:**
 - Melissa Holdaway, Arizona Charter Academy
- **Council 2013 Strategic Plan Goal:**
Partner with Chamber
- **3 Year Membership**, Subject to Appropriations, thru June 30, 2019
- **\$25,000 Level Membership**
- **City in-kind services** for Sponsorships

Services Requested by City



\$25K Chairman's Circle Gold Membership:

- Shop Surprise/Buy Local Campaign
- Breakfast/Lunch/Education Events
- Visitor/Tourism Center
- Chamber Business Directory

City Sponsorships:

- Select Ribbon Cutting Assistance
- City Merchandise Promotion
- State of the City Event Partnership
- Other Programs / Activities

City Partnership with Chamber



Annual Benefits to the Chamber:

- **Facility Use License**
- **Chamber Promotion** at Signature City Events (up to 2 tables/event)
- **Spring Training Engagements:**
 - Mixer / 150 tickets
 - Promotional Table / 15 games
 - Breakfast / 200 guests
- **Use of the AZ TechCelerator** / 4 education events
- **Additional programs** as mutually agreed

Thank you!



Annual Membership and Services Agreement Surprise Regional Chamber of Commerce

This Annual Membership and Services Agreement ("Agreement") is made by and between the City of Surprise, Arizona (the "City") and the Surprise Regional Chamber of Commerce (the "Chamber").

RECITALS

- A. The Chamber is an independent 501 c(6) not-for-profit organization managed by a volunteer board of directors which is solely charged with developing strategies, programming, and advocacy priorities of the business community, is accountable to its members, and acts in the best interest of the business community.
- B. The Chamber plays an important role in enhancing the image and prosperity of the community through its many activities.
- C. The Chamber represents the business community, particularly the small business community, and other key stakeholders of the City.
- D. The Chamber has unique skills and resources necessary to assist the City in accomplishing its goal of projecting a positive business image of the City of Surprise.
- E. The City understands the value of being a member of the Chamber and wishes to remain a member through this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

- 1. **Effective Date; Term.** This Agreement is effective upon execution of the Agreement by the last Party to execute the Agreement and will remain in effect until June 30, 2018, subject to available appropriations for such purpose on an annual basis.
- 2. **Membership Dues.** The City agrees to pay the Chamber Membership Dues in the amount of Twenty Five Thousand Dollars (\$25,000) for a Chairman's Circle Gold Membership, and in consideration of the Chamber providing select services as further specified in this Agreement. Membership Dues are payable within 30 days of the effective date of this Agreement.
- 3. **Chamber Obligations; Select Services.** The Chamber will provide the City with Chairman's Circle Gold membership as well as selected Sponsorship support services and perform activities designed to assist the City in maintaining a positive business image. As part of this

support, the Chamber will, subject to City Manager approval provide the following select Membership and Sponsorship services:

a. Chairman's Circle Gold Membership is inclusive of the following services and benefits to the City of Surprise:

- i. **Shop Chamber/Buy Local Campaign.** Per the Chairman's Circle Gold Membership, and in the interest of promoting and stimulating a strong and vibrant local economy, the Chamber will promote City and encourage visitors and residents to support local businesses and provide logo placement on the Chairman's Circle sponsor page of the website.
- ii. **Chamber Events.** Per the Chairman's Circle Gold Membership, the Chamber will permit the City of Surprise to sponsor, at no cost, up to three Chamber membership events and, depending upon the event, will provide the City one table or ten tickets, at the City's election, to these events. The City will be permitted to present to the Chamber membership during up to three (3) events, including a breakfast, lunch, Women in Business event, seminar or other business education program during the term of this Agreement. The Chamber will handle all event registration and event promotion, and will solicit sponsors and partners for each such event. The Chamber and City will jointly select business seminar presenters to insure quality and value to the City and Chamber members.
- iii. **Chamber Business Directory.** Per the Chairman's Circle Gold Membership, the Chamber will include the City in the Chamber Business Directory and provide City of Surprise logo placement on the Chairman's Circle sponsor page, all at no additional cost to the City.
- iv. **Visitor and Tourism Center.** Per the Chairman's Circle Gold Membership, the Chamber will provide the opportunity for the City to display flyers and brochures provided by the City at the Visitor Center, at the election of the City. This is inclusive of Chairman's Circle logo placement provided for the City of Surprise on the sponsor page for the Visitor Guide and Visitor Map.
- v. **Misc. Programs and Activities.** In addition to the above, the Chamber will provide the City access to additional programs and activities including, but is not limited to, the following:
 1. The City, at its election, will have the opportunity for City staff to actively engage and participate in Chamber events and committees as part of the City's membership.
 2. The Chamber will maintain a close working relationship with the City to identify needs in the business community, provide input for business-related legislation, and foster and support legislation that is mutually beneficial to the business community and the City.

3. The Chamber will refer inquiries it receives from businesses interested in locating to or expanding within the City to the City's Economic Development Department.

b. Sponsorships in which the City of Surprise will be participating include:

- i. **State of the City Event Sponsorship.** The City of Surprise will partner with the Chamber in the implementation of the City's annual State of the City event. The Chamber will assist in the city's annual State of the City event by providing volunteers to assist with event registration, staffing, and event promotion, in addition to other reasonable event requests as needed.
- ii. **Ribbon Cutting Assistance for Surprise Businesses Sponsorship.** The Chamber will assist the City with ribbon cutting events as requested by the City by directing the event (providing ribbon and scissors, etc.) and providing volunteers to assist with directing and enrolling guests. The Chamber will promote each ribbon cutting event to Chamber membership and Chamber event registration services at no additional cost to the City.
- iii. **Sale of City Merchandise / City Store Sponsorship.** The Chamber will continue its current practice of displaying and selling City merchandise at the Chamber main office, allocating no less than 15 square feet for this purpose. City merchandise will be available for sale during the Chamber's normal business hours. All City merchandise will be supplied by the City. The parties anticipate expanding and modifying the current sale of merchandise and anticipate negotiating a more specific vendor agreement in the future.
- iv. **Additional Sponsorship Services:** On a mutually agreed upon basis up to three (3) times per year, the Chamber will provide periodic roundtables, mixers, special meetings, community outreach, and other activities, programs, and initiatives as needed and requested in a timely fashion by the City. City will provide sponsorship fees, both cash and in-kind, to cover these events.

- c. **Reporting.** The Chamber will provide at least quarterly business updates to City staff and annual business updates to the City Council.

4. **City Support; Obligations:** The City will support Chamber programs and activities to promote the success of the Chamber as more specifically set forth below.

- a. **Facility Use License:** The City will grant the Chamber a license to use 2,654 square feet of City owned property located at 16126 N. Civic Center Drive as set forth in the License Agreement attached hereto as Exhibit A. The duration of any license granted under this paragraph is at the City's sole discretion and may be terminated by the City at any time and for any reason.
- b. **Promotional Tables:** The City will provide the Chamber access to space for no more than two (2) promotional tables, booths or other mutually agreeable method of participation at City-managed Signature Events, and space for a single table or booth at mutually agreeable Spring Training games subject to availability.
- i. "Signature Events" for purposes of this paragraph means the Surprise Party, the Surprise Fiesta Grande, 4th of July Party, Spring Eggstravaganza, or similarly sized City event, but does not include Spring Training games. The City will provide the Chamber with Signature Event information for participation no less than 30 days in advance of an event.
 - ii. A minimum of 15 Spring Training games will be selected by the Chamber for participation and distribution of visitor guides and chamber literature. The City agrees to provide the Spring Training schedule to the Chamber no less than 30 days in advance of the first game of the season.
 - iii. Promotional tables may be used to promote the Chamber, Surprise Visitor Center, Buy Local Campaign, and Chamber membership. Promotional tables may not be used by local businesses to occupy, host, promote, or distribute sample products, collateral, coupons, etc.
 - iv. The Chamber will be solely responsible for all costs associated with the promotional table under this subsection, including, but not limited to the cost of booth, table, chairs, promotional material, and staffing of the booth/table.
- c. **Spring Training Mixer:** Subject to availability, the City will provide without cost to the Chamber 150 plaza tickets, 150 non-alcoholic drink tickets, and one (1) suite (no food) to a single mutually agreed upon Spring Training game. Tickets will be held at Will Call on the day of the event. The City will provide no food, beverage or other amenity. Except as specifically provided in this subsection, all costs will be borne exclusively by the Chamber, including all event food and beverage. Any caterers used for the event must be mutually agreed upon by the parties and comply with any catering agreements applicable to the facility.
- d. **Spring Training Breakfast:** An annual Spring Training Breakfast with the Chamber will be held at the Surprise Recreation Campus during the month of March. The date and time during the month of March will be mutually agreed upon and may not conflict with other Spring Training events. The Community Recreation Services (CRS) Department will provide a catered breakfast for no more than 200 attendees at no cost to the Chamber. Costs associated with additional attendees will be paid by the

Chamber in an amount mutually agreed by the parties. The Chamber will provide appropriate staff for check-in, raffle table, or similar Chamber activity. The Chamber will operate the raffle and other Chamber activities at its sole cost.

- e. **Use of the AZ TechCelerator:** Subject to availability, the Chamber is invited to use the presentation room at the AZ TechCelerator located at 12425 West Bell Road, Surprise, for no more than four (4) small business and start-up business education events at no venue cost. All other costs will be borne exclusively by the Chamber.
 - f. **Chamber Legacy Event:** City will sponsor a single table at the Chamber annual Legacy event at its cost.
 - g. **Directional Signage:** Within City Hall, the City will install signs that direct customers to the City Store managed by the Chamber.
5. **Notification:** Communications and notifications regarding this Agreement and performance of its terms by the parties must be in writing. Notices will be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

To the City: City Manager
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

With copies to: Office of Economic Development
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

 City Attorney's Office
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

Chamber: President
 Surprise Regional Chamber of Commerce
 16126 North Civic Center Drive
 Surprise, Arizona 85374

6. **Miscellaneous Provisions:**

- a. **Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.
- b. **Indemnification.** To the fullest extent permitted by law, the Chamber will indemnify, defend and hold harmless the City and each council member, officer, board, commission, officers, officials, employee, volunteer, or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of work or professional services of the Chamber, its officers, employees, agents, volunteers or any tier of subcontractor in the performance of this Agreement.
- c. **Applicable Law; Venue.** The Chamber will abide by and conform to any and all laws of the United States, State of Arizona and City of Surprise, including but not limited to, federal and state executive orders providing for equal employment, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement is governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona. Venue will be in Maricopa County, AZ proper.
- d. **Termination:** Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other Party.
- e. **Conflict_of Interest.** This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511.
- f. **Assignment.** No right or interest in this Agreement may be assigned by the Chamber without prior, written permission of the City, approved by the City Council.
- g. **Rights and Remedies.** No provision in this Agreement may be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law will not release the Chamber from any responsibilities or obligations imposed by this Agreement or by law, and will not be

deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

- h. Conflicting Terms.** In the event of a conflict between the Exhibits and this Agreement, the terms of the Exhibit will govern.
- i. Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.
- j. Compliance with Federal Immigration Laws and Regulations.** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

SURPRISE REGIONAL CHAMBER OF COMMERCE:

Melissa Holdaway
2015 Chairman of the Board

Raoul Sada
President & CEO

CITY OF SURPRISE:

Bob Wingenroth
City Manager

APPROVED AS TO FORM:

Interim City Attorney



CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 1, 2015	Contact Person:	Jeanine Jerkovic, Economic Development Director
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action pertaining to approval of a License Agreement for use of 2,654 square feet by the Surprise Regional Chamber of Commerce at the city-owned property located at 16126 N. Civic Center Drive.

Motion:

I move to approve the the License Agreement for the use of 2,654 square feet by the Surprise Regional Chamber of Commerce at the city-owned property located at 16126 N. Civic Center Drive.

Background:

The Surprise Regional Chamber of Commerce occupied the current property located at 16126 N. Civic Center Drive in May 2010, more than five years ago. The Chamber occupied one 1,870 square foot space referred to as the classroom in addition to an additional 784 square feet of space for office and visitor center use; this space now also has city merchandise for sale and serves as our "City Store." The revision of the current membership agreement necessitated an update of the associated facility use agreement, which must be approved by Council. The currently accepted agreement facility term date of June 30, 2017 has been continued and is subject to renewal by agreement of both parties.

Objective Analysis:

The revised license agreement proposed is designed to be a standalone agreement that references the revised membership agreement but is not contingent upon it. This was important for both the City of Surprise as well as the Surprise Regional Chamber of Commerce, recognizing that the facility agreement, while an added benefit of the partnership, should not unduly influence or determine the quality of the membership and relationship between the Chamber and the City. It should allow both parties to have the flexibility they require to respond to their organizational needs but also allows the parties to continue the membership relationship.

Policy Compliant:

The approval of the revised facility use agreement is consistent with policy.

Financial Impact:

The ongoing operating cost associated with regular maintenance and utilities at the space are approximated to be \$43,000 annually. Through this agreement and the membership contract, the city receives great benefit in having the Chamber as a partner onsite from a partnership perspective.

Budget Impact:

The costs associated with the facility use agreement are included in the FY2016 operating budget under both the Economic Development and Public Work Department's General Fund service budgets.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [Presentation](#)
 - ☐ [Map of subject area](#)
 - ☐ [License Agreement](#)
-

Surprise Regional Chamber of Commerce *Facility Use Agreement*

Jeanine Jerkovic
Economic Development Director

Council Meeting
December 1, 2015



Background



- **At Current Location Since May 2010**
- **2,654 sf adjacent to City Hall**
- **16126 N. Civic Center Dr.:**
 - Staff Offices
 - City Store / Merchandise Center
 - Tourism and Visitor Center
 - Meeting Room
- **Revised Facility Use Agreement**
 - Intact thru June 30, 2019, renewable; term matching the membership
 - Standalone agreement

Subject Area: 16126 N. Civic Center



- **Facility Use License** = “right to use” the space for a specific purpose
- **Location is good for:**
 - Partnership
 - Convenience
 - City Merchandise assistance / proximity
 - Value for services

Thank you!



EXHIBIT A

W PARADISE LN

Premises

Plaza
3,000 sf

5,300 sf

817 Sq Ft

1,713 Sq Ft

1,870 sf

N CIVIC CENTER PLZ

License Space

817 Sq Ft
1,713 Sq Ft

Total: 2,530 Sq Ft



0 25 50
Feet

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into this _____ day of _____, 20____, by and between the City of Surprise, a political subdivision of the state of Arizona ("City") and the Surprise Regional Chamber of Commerce, an Arizona Corporation ("Chamber").

1) DEFINITIONS.

Activity means the operation of a not for profit entity organized under IRS Code §501(c) providing an association or network of businesses dedicated to furthering the interest of local business and engagement within the community.

Chamber means the Surprise Regional Chamber of Commerce.

Common Area means those areas in and on the Premises intended by the City to be available for the use, benefit, and enjoyment of all occupants of the Premises.

License means permission from the City to occupy the Premises, subject to the terms and conditions of this Agreement.

City means the City of Surprise, Arizona.

Premises means the City owned property located at 16126 N. Civic Center Drive, Surprise, Arizona depicted in the attached Exhibit A.

User/occupant means an individual or entity having permission by the City to be on, in and around the Premises.

2) LICENSE GRANTED.

a) The Chamber is hereby granted a License to the exclusion of all others except the City, as detailed herein, to two thousand six hundred and fifty four (2654) square feet of the Premises (collectively, the "Licensed Area"), as depicted in Exhibit A. More specifically, the Licensed area consists of the following:

a) The one thousand eight hundred and seventy (1870) square foot space referred to as the Classroom"; and

b) The seven hundred and eighty four (784) square foot space referred to as the "Office Space".

- b) The Chamber is hereby granted a non-exclusive License to use the Common Areas in common with all other occupants and authorized users of the Premises.
 - c) Nothing in this Agreement may be construed as granting the Chamber the authority to use any property that is owned by any person or entity other than the City.
 - d) The Chamber's rights in the Licensed Area are limited to those created by this Agreement, which creates only a revocable license in the Premises. The parties do not by this instrument intend to create a lease, easement, or other real property interest. The Chamber has no real property interest in the Premises whatsoever.
 - e) The License under this Agreement will expire at midnight, June 30, 2019.
- 3) **"AS IS".** The Chamber has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, including any warranties or representations by the City as to its condition or fitness for any use. The Chamber has inspected the Licensed Area and its environs and obtained such information and professional advice as the Chamber has determined to be necessary related to this Agreement.

4) **Limitations of Use.**

- a) The Chamber must:
 - i) Comply with all directions and conditions given by the City.
 - ii) Ensure that the use of the premises conforms to the Activity described in this Agreement.
 - iii) Provide adequate security, traffic, and safety measures for its Activity, including any measures identified by the City.
 - iv) Keep the Licensed Area in a neat, sanitary, and orderly condition, free of debris, and not deposit or allow others to deposit trash, waste, or debris within Common Areas except within designated receptacles.
 - v) Sweep and keep free of refuse the sidewalks and areas immediately adjacent to the Premises.
 - vi) Adequately supervise the Activity.
 - vii) Obtain and pay for any necessary business licenses and permits, including licenses and permits required to distribute food, sell goods, and conduct business, as applicable.

- viii) Comply with all applicable federal, state, and local laws, rules, regulations, and guidelines, including regulations and guidelines issued by the City, and includes compliance with all applicable federal, state, and local nondiscrimination laws, including Title VII of the 1964 Civil Rights Act and the Americans with Disabilities Act of 1990.
 - ix) Pay any and all applicable taxes, exactions, licensing/regulatory fees or similar costs.
- b) The Activity must not:
 - i) Present a clear and present danger to public safety or to the peace and welfare of the community, the county and/or the state.
 - ii) Present a danger of damage to public or private property.
 - iii) Constitute a public nuisance.
 - iv) Provoke or add to a public riot or breach of peace.
 - v) Damage or otherwise reduce the fair market value of the Premises.
- 5) Posting and Distribution of Signs.** The Chamber must not post temporary or permanent signs, banners, pennants, etc. on the Premises without prior written consent of the City. All expenses in connection with the operation and maintenance of any sign approved by the City must be paid by the Chamber. Any signs of the Chamber not in conformity with this Agreement, and any signs remaining at the termination of the License must, upon City's demand, be immediately removed by the Chamber at its expense, and the Chamber must promptly repair any damage to the Premises resulting from such removal. The Chamber should report all maintenance needs and maintenance emergencies to the Facilities Help line at (623) 512-2308.
- 6) Building Maintenance, Repair of Premises by City; Inspection.** The Chamber must permit the City to inspect the Premises at any time to (a) ensure compliance with this Agreement, and/or (b) evaluate building maintenance and repair needs. The Chamber must cooperate with the inspection. The City may enter the Premises upon reasonable notice to perform building maintenance and repairs of the Premises. Reasonable notice under this section means at least 2 business days. The City will have the right, but not the duty, to make repairs to the Premises. Notwithstanding the above, building maintenance or repairs requested by the Chamber will be at the City's sole discretion.
- 7) Liens.** The Chamber must keep the Premises, and any improvements and fixtures thereon, free from any liens arising out of work performed, material

furnished, or obligations incurred due to the Chamber's actions, or the failure of the Chamber to comply with any law. However, the Chamber may execute security interests in personal property subordinate to any City's lien rights. In the event any such lien does attach against the Premises, building, or land, and the Chamber does not discharge the lien or post bond (which under law would prevent foreclosure or execution under the lien) within ten (10) days after demand by the City, such event shall be a default by the Chamber under this License and, in addition to the City's other rights and remedies, the City may take any action necessary to discharge the lien. The Chamber must pay the City upon demand all costs or expenses (including reasonable attorney's fees and costs, whether or not suit be instituted) incurred by the City by reason of attachment or discharge of such lien and must indemnify, defend and hold the City harmless for, from, and against any and all liability, claims, or losses arising out of attachment of such lien.

8) Operating Costs

- a) Utilities. The City will furnish heat, air conditioning, electricity and water. All other utilities costs for the Licensed Area will be furnished by the Chamber.
- b) Landscape. The City is responsible for the maintenance and replacement of Trees and other vegetation on the Premises.

9) Premises Improvements by Chamber.

- a) The Chamber may make improvements to the Premises under the following limitations:
 - i. All improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Chamber to the Premises ("Improvements") must be designed, purchased, installed, constructed and completed at the Chamber's sole expense. In no event will the City be obligated to compensate the Chamber in any manner for any Improvements to or on the Premises.
 - ii. All Improvements must be authorized by the City **in writing** prior to any work being performed; such authorization will not be unreasonably withheld, conditioned or delayed. The Chamber must submit plans, as directed by the City. No plans are be deemed approved until stamped "APPROVED, " dated and signed by the Surprise City Manager.
 - iii. Improvements must be high quality, safe and attractive in appearance, and designed so as to present uniformity of design, function, and consistency with other improvements located on the Premises.

- iv. Improvement plans must include all improvements, equipment, fixtures, paint, and other construction work of any description. All such plans and construction are subject to inspection and final approval by the City as to colors, materials, site plan, design, function, and appearance.
 - v. All Improvements must be done in a workmanlike manner, as reasonably determined by the City, and must be diligently pursued to completion and in conformance with all building codes and similar regulations.
 - vi. The Chamber is responsible to secure all necessary regulatory approvals and to satisfy all governmental requirements pertaining to the Improvements. The City's issuance of building permit/s does **not** constitute approval of any plans for purposes of this Agreement. This approval is in addition to the approval required in § 9(a)(ii) of this Agreement.
- b) Prior to the commencement of any construction or installation of any Improvement on the Premises, the Chamber must provide the City with payment and performance bonds in amounts equal to the full amount of the written construction contract/bid pursuant to which such construction or installation is to be done. The payment bond is solely for the protection of claimants supplying labor or materials for the required work and the City, conditioned upon the faithful performance of the required work. Each bond must be executed by a surety company duly authorized to do business in Arizona and acceptable to the City.
 - c) Chamber acknowledges that as of the effective date of this Agreement, the City has not approved or promised to approve any Improvements.
 - d) A copy of as-built records of Improvements must be provided to the City, at no cost to the City, upon completion of the Improvements, and a separate copy kept and maintained by the Chamber.
 - e) All Improvements become the property of the City.

10) Fixtures; Personal Property.

- a) All personal property that is not permanently affixed to the Premises, remain the property of the Chamber and must be removed by the Chamber, at the Chamber's sole expense, not later than: (i) the expiration date of this License; or (ii) within 10 business days of the termination of this Agreement, whichever is earlier, provided the Chamber is not in default of this Agreement. Upon failure of the Chamber to remove its

personal property, the same will be deemed abandoned and will become the property of the City.

- b) Movement personal property by the Chamber, its employees, officers or agents in, around, into, or out of the Premises are entirely at the risk of the Chamber. .
- c) All cabinetry, built-in appliances, wall coverings, floor coverings, window coverings, electrical and plumbing fixtures and conduits, lighting, and other special fixtures that may be placed upon, installed in, or attached to the Premises is the property of the City and must remain upon and be surrendered with the Premises, without disturbance, molestation, or injury unless designated by the City to be removed, in which case the Chamber must remove the same at the Chamber's own cost without injury to the Premises not later than: (i) the expiration date of this License; or (ii) within 10 business days of the termination of this Agreement, whichever is earlier, provided the Chamber is not in default of this Agreement. Upon failure of the Chamber to remove its personal property, trade fixtures, and moveable furniture, the same will be deemed abandoned and will become the property of the City.

11) Use Restrictions. The following are prohibited at all times on the Premises:

- a) Use of the Premises for other than the Activity;
- b) Use of the Premises by others for any purpose;
- c) Use or possession of alcohol or other intoxicants, except pursuant to a lawfully obtained permit or license;
- d) Gambling, bingo, lotteries, etc.;
- e) Smoking; fires, grills, open flames or flammable material (other than flammable material used for the Activity);
- f) Weapons/firearms/ammunition;
- g) Personal or private celebrations (birthday/anniversary celebrations, wedding receptions, and other similar activities);
- h) Excessive noise.

12) Termination/Modification. Upon written notice to the Chamber, the City may (1) deny the requested use; (2) unilaterally terminate or modify this

Agreement; and/or, (3) preclude the Chamber from future use of the Premises for any of the following reasons:

- a) the Chamber, or any person acting under the Chamber's authority, misused, damaged, or destroyed property on the Premises;
- b) the Chamber or any person acting under the Chamber's authority provided false or misleading information to the City, including false or misleading information about the Chamber or the proposed Activity;
- c) the City assessed damages against the Chamber or any person acting under the Chamber's authority;
- d) the City deems the Activity inappropriate for the Premises, inconsistent with the size, location, and available services at the Premises, or inconsistent with public health, safety, or welfare standards;
- e) The Chamber or any person acting under the Chamber's authority failed to fully complete or comply with the Agreement or a previous Agreement.

Modification or termination of this Agreement is effective 30 business days after the notice is issued, unless a different time is given in the notice. The City is not responsible for the Chamber's losses as a result of termination or modification under this section.

13) Surrender of Premises; Restoration of Premises. Upon expiration of this Agreement, or upon the earlier termination of this Agreement, the Chamber must surrender the Premises in good order and condition, reasonable wear and tear and casualty damage excepted, and deliver all keys to the City. The Chamber must restore the Premises, at the Chamber's sole expense, to its prior condition upon completion of its use and prevent the waste or deterioration of the Premises.

14) Accidents or Damage.

- a) The Chamber must give the City prompt written notice of any accidents or injury upon, or damage to, the Premises as soon as practicable, but no later than 3 business days after the occurrence necessitating the notice. Notice under this section must be delivered to the City Manager.
- b) The Chamber is financially responsible for any loss, personal injury, death, or any other damage (including incidental and consequential) arising from the exercise by it, or any person acting under the Chamber's authority, of the right of access under this Agreement, or arising out of a breach of this Agreement by the Chamber. The City will determine the dollar amount in the case of property damage to the Premises and will charge the Chamber

accordingly. The Chamber must reimburse the City for any damage to the Premises within 30 calendar days after notice from the City.

15) Indemnification. The Chamber agrees to indemnify, defend, and hold harmless the City, its elected or appointed officials, agents, boards, commissions, employees, volunteers and agents (hereinafter referred to collectively as the "City" in this section) from any claim, loss, injury, liability, damage, lien, cost or expense, including reasonable attorneys' fees and litigation costs, arising from the use of the Premises by the Chamber, by any person acting under the Chamber's authority, or by any person on the Premises in relation to the Activity the Chamber conducts in or on the Premises, or arising out of a breach of this Agreement by the Chamber. The Chamber's foregoing responsibility to indemnify, defend, and hold harmless the City extends to any incidents resulting from the failure to use caution while on the Premises. The City must in all instances, except for loss, damages, or claims resulting from the sole negligence or fault of the City, be indemnified by the Chamber against all such loss, damages, or claims, regardless of whether the loss, damages, or claims are caused in part by the negligence or fault of the City. The City will give the Chamber prompt notice of any claim made or suit instituted that may subject the Chamber to liability under this section, and the Chamber will have the right to compromise and defend the same to the extent of its own interest. The City will have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving the Chamber of any obligations hereunder. This agreement to indemnify and hold harmless will survive expiration and termination of this Agreement.

16) Insurance. The Chamber must procure and at all times maintain the following types and amounts of insurance for its Activity on the Premises:

- a) Commercial general liability and property damage insurance in the amount of \$1,000,000 combined single limit and \$2,000,000 aggregate.[did you run these amounts by the risk manager?]
- b) Such other insurance as the City determines to be necessary for the Chamber Activity.

Such insurance must be in a form, from a company, and with deductibles acceptable to the City; must name the City as an additional insured; and must require 30 days written notice to the City before modification or termination. The insurance must also include contractual liability coverage for the obligation of indemnity assumed in this Agreement. The Chamber must provide appropriate certificates of insurance to the City for all insurance policies required by this Section. This insurance section will survive expiration and termination of this Agreement.

17) Release. The Chamber releases the City from all claims and demands of any kind which the Chamber has had, claims to have had, or might subsequently accrue, arising from the exercise by the Chamber, or any person acting under the Chamber's authority, of the right of access under this Agreement or arising out of a breach of this Agreement by the Chamber. The City does not accept responsibility for any equipment or personal property left, stored, or used on the Premises. This release does not include any claim arising out of the intentional misconduct of the City, elected or appointed officials, agents, boards, commissions, employees, volunteers, and agents. This release will survive the termination of this Agreement.

18) Notice. All notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To the City: City Manager
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

With a copies to: Office of Economic Development
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

 City Attorney's Office
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

Chamber: President
 Surprise Regional Chamber of Commerce
 16126 North Civic Center Drive
 Surprise, Arizona 85374

19) Other Important Provisions.

- a) Modification. Any amendment of this Agreement must be in writing, signed by the parties.
- b) Severability. Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be valid under applicable law. But if any provision of this Agreement is deemed invalid by a court of competent jurisdiction, that provision must be severed, and the remaining provisions must otherwise remain in full force and effect.

- c) Entire Agreement. This Agreement constitutes the entire agreement between the parties. All terms and conditions contained in any other writings previously executed by the parties, and all prior and contemporaneous arrangements and understandings between the parties, are superseded by this Agreement. No agreements, statements, or promises about the subject matter of this Agreement are binding or valid unless they are contained in this Agreement.
- d) Applicable Law; Litigation Costs. This Agreement is to be governed by, and construed and enforced in accordance with, the laws of the State of Arizona without regard to its conflict of laws principles. For purposes of litigation involving this Agreement, exclusive venue and jurisdiction must be in the Maricopa County Superior Court. In the event of any litigation between the parties arising under this Agreement, each party will bear its own cost of attorney's fees, expert witness fees, and other costs incurred in connection with such litigation.
- e) Headings and Construction. Descriptive headings are inserted only for convenience and do not affect the meaning of any provision. Where the context requires, the singular must be construed as the plural, and neuter pronouns must be construed as masculine and feminine pronouns, and vice versa. This Agreement must be construed according to its fair meaning and any rule of construction to the effect that ambiguities are to be resolved against the drafting party do not apply in the interpretation of this Agreement.
- f) No Agency. This Agreement does not make either one of the parties, its officers, employees or agents, an officer, employee or agent of the other party.
- g) No Partnership; Third Parties. This Agreement does not create any partnership, joint venture or other arrangement between the parties. This Agreement is not for the benefit of any non-party, and no third party has any right or cause of action under this Agreement.
- h) Warranty of Authority. The persons executing this Agreement warrant that they are authorized by the respective Party whom they represent to execute this Agreement.
- i) Effective Date. This Agreement is effective after it is signed by all Parties.
- j) Transfer. The Chamber may not transfer this Agreement by assignment, sublease, or otherwise without the express written consent of the City.
- k) No Encumbrances. The Chamber cannot encumber the Premises or any Improvement to the Premises/Premises in any way.

- l) Prior Appropriations. Chamber understands that the continuation of this Agreement is subject to the budget of the City providing for the contract item as expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.

By signing below, the undersigned affirms that he/she has the authority to sign on behalf of the Chamber and the City, and that the undersigned has read, understands, and agrees to the provisions of this Agreement. The undersigned further declares that all of the information provided is true and complete and authorizes City to verify this information. The undersigned understands that if any information provided to the City regarding the Activity to be conducted on the premises is false, City may immediately terminate the use, and preclude the Chamber from future use of the Premises. It is further understood and agreed that any other person scheduling space on behalf of the Chamber agrees to abide by the terms and conditions of this Agreement.

On behalf of the Chamber:

On behalf of the City:

Signature date

Signature date

Printed name

Printed name



CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 1, 2015	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	4
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action amending the fiscal year 2016 budget by reallocating appropriations of \$42,200 from general fund contingency to general fund community development services to complete a court ordered abatement; Resolution # 2015-111.

Motion:

I move to approve Resolution # 2015-111.

Background:

A court order was granted to the Code Enforcement Division to demolish a structure and clean the lot located at 12873 W. Grand Avenue. Contingency funds will be necessary to complete the abatement and ensure that additional abatements will be able to be completed through the remainder of the fiscal year.

Objective Analysis:

Allocating contingency funds to Community Development will allow the Code Enforcement Division to complete a court ordered abatement for 12873 W. Grand Avenue and still allow for funds to complete abatements for the remainder of Fiscal Year 2016.

Policy Compliant:

This action supports Council Policy to ensure that the City of Surprise is clean, safe, and viable.

Financial Impact:

The anticipated one-time cost to complete the abatement is \$38,345. Best practices suggest a 10% contingency be included, bringing the total cost to approximately \$42,200. This activity will have an economic impact on the city and the region by reducing blight and eliminating an attractive nuisance.

Budget Impact:

Funds for abatement and demolition of this scale are not typically included in the FY2016 adopted

operating budget. If approved, the FY2016 Annual Budget will be amended by this action, reallocating appropriations among lawfully available appropriations and does not represent an actual transfer of funds, but only spending authority. The reallocation does not increase or decrease the total budget. The budget amendment will move \$42,200 from General Fund contingency to the Community Development Department's General Fund services budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [Contingency Fund Request - 12-1 CC - Staff Report](#)
 - ☐ [Contingency Fund Request - 12-1 CC - Resolution 2015-111](#)
 - ☐ [Contingency Fund Request - 12-1 CC - Presentation](#)
-



**Community Development
Building Safety Division**

16000 N Civic Center Plaza

Surprise, Arizona 85374

Phone: 623-222-3000 / Fax: 623-222-3001

TTY: 623-222-1002

Date: December 1, 2015

To: Mayor and Surprise City Council

From: Eric Fitzer, Department Director
Chris Boyd, Assistant Department Director

Re: **Request for Contingency Funds for Court Ordered Abatement**

Introduction

Community Development is respectfully requesting contingency funds to execute a court ordered abatement to demolish the structure and clean the lot located at 12873 W. Grand Avenue.

Background

Code Enforcement has an extended history at 12873 W. Grand Avenue dating back to April 2002. The property is a vacant unsecured structure that at one time was a motor court inn. The owners have been absentee and not cooperative in maintaining the property. Violations on the property have included over grown weeds, trash, graffiti, and unsecured vacant structures. The Code Enforcement Division has continued enforcement on this property resolving seventeen cases including six abatements.

Current Conditions

In April 2015, Code Enforcement abated the property including cleaning the lot, covering graffiti, and securing openings to the structure. Within ten days, the structure had been breached and new graffiti was observed on the building. In addition to those violations, there is also trash and overgrown weeds on the property. As a result, a determination was made to file a request with the Surprise Municipal Court seeking demolition of the structure.

After all statutory requirements were satisfied; the Code Enforcement Division in conjunction with the Surprise Prosecutor filed a motion requesting a hearing for a court ordered demolition. The court received testimony regarding the current code violations,

Police Department calls for service, and the negative impact the conditions on the property has had on adjoining businesses. After hearing the testimony, the court granted the order to demolish the structure and clean the lot.

Demolition Preparation

After waiting the mandatory 15 days for any appeals to the order, staff executed the first phase by hiring a consultant to test the structure for asbestos as required by law. The tests revealed a minimal amount of asbestos located on the roof resulting from a previous repair. With the asbestos testing in hand, staff followed the procurement process and received one bid to demolish the structure and clean the lot in the amount of \$38,345.

Contingency Funds

The annual budgeted amount for all abatements citywide is \$50,000. In Fiscal Year 2013 the Code Enforcement Division spent \$27,032 on abatements. Fiscal Year 2014, expenditures for abatements were \$30,351, and in Fiscal Year 2015, \$52,510 was spent. Year to date, the Code Enforcement Division has spent \$5,354 on abatements. Without contingency funds for the demolition there would only be \$6,301 to allocate towards abatements for the remainder of the fiscal year. Therefore, staff is respectfully requesting contingency funds in the amount \$38,345 plus a 10% contingency, not to exceed \$42,179.

RESOLUTION # 2015-111

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$42,200 FROM GENERAL FUND CONTINGENCY TO COMMUNITY DEVELOPMENT SERVICES WITHIN THE GENERAL FUND FOR COMPLETION OF A COURT ORDERED ABATEMENT AT 12873 W. GRAND AVENUE.

WHEREAS, the Community Development Department has obtained a Court Order to demolish the structure and clean the lot at 12873 W. Grand Avenue;

WHEREAS, the demolition and lot cleaning will resolve code violations, reduce blight, and eliminate an attractive nuisance;

WHEREAS, the demolition of a structure and lot cleaning of 12873 W. Grand Avenue, requires a contractor;

WHEREAS, the FY2016 budget was adopted by Council Resolution #2015-53 on June 2, 2015;

WHEREAS, the sole bid received following the approved procurement process was \$38,345;

WHEREAS, best practices recommend allocating 10% to the bid amount for contingencies;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. 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, 2015 through June 30, 2016.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, Interim City Attorney

RESOLUTION # 2015-111
Exhibit A

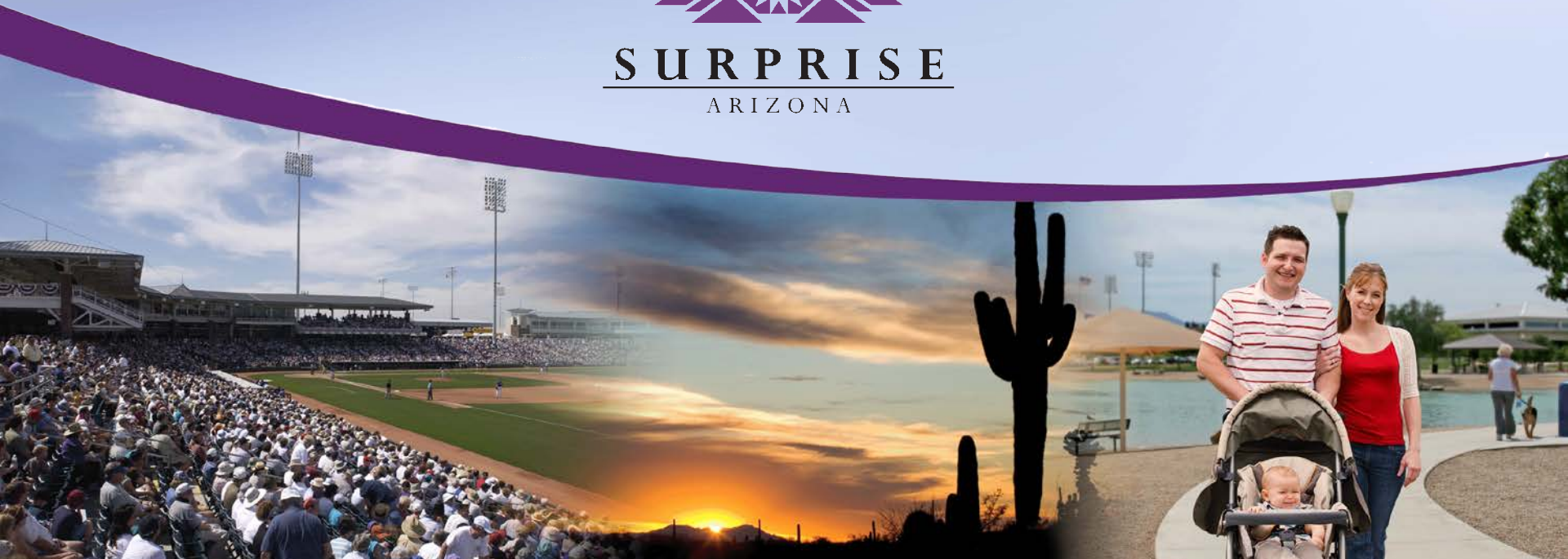
The FY2016 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

General Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Comm Development - Services	\$290,000	\$42,200	\$332,200
General Operations - Contingency	1,720,600	(42,200)	1,678,400
	<u>\$2,010,600</u>	<u>\$0</u>	<u>\$2,010,600</u>

The amendment reallocates budget authority from General Fund contingency to Community Development's services budget within the General Fund in the amount of \$42,200. The amendment is needed to complete a court ordered abatement, demolition and lot cleanup for a property located at 12873 W. Grand Avenue.

Contingency Fund Request for Court Ordered Abatement

December 1, 2015



Request for Contingency Fund



- Code Enforcement has had a long case history at 12873 Grand Avenue since April 18, 2002:
 - 17 Cases
 - 6 Abatements
 - Total Abatement \$4,129.99

Request for Contingency Fund



- Current code violations include
 - Open Vacant Structure
 - Trash
 - Graffiti

Request for Contingency Fund



Request for Contingency Fund



Request for Contingency Fund



Request for Contingency Fund

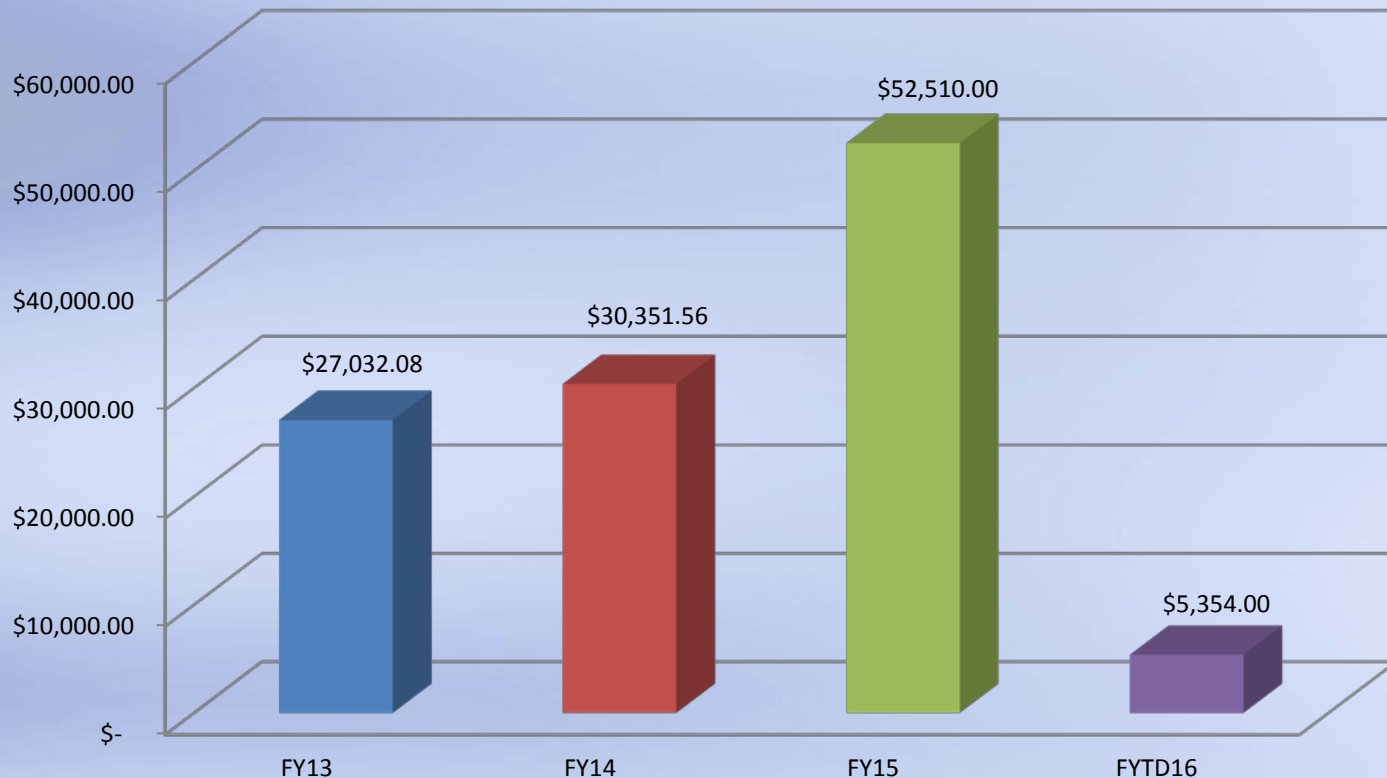


- Surprise Municipal Court granted the Code Enforcement Division an order to demolish and clean the property
- Code Enforcement followed the procurement process and obtained a bid for \$38,345
- Code Enforcement is requesting a contingency fund for the bid amount plus 10% for contingency; not to exceed \$42,180

Request for Contingency Fund



- Code Enforcement is annually allotted \$50,000 a year for abatements



Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 1, 2015	Contact Person:	Harold Brady, Police and Fire-Medical Legal Advisor
Submitting Department:	Police	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action amending Surprise City Code Chapter 54 pertaining to the parking of trucks and recreational vehicles upon the roadway; Ordinance # 2015-21.

Motion:

I move to approve Ordinance # 2015-21.

Background:

As a result of personal study and contacts with various constituents, Councilmember Biundo brought forth several issues pertaining to the parking of recreational vehicles upon the roadway. These items were reviewed by various staff including the Traffic Committee. The result of that review was the drafting of the attached ordinance. The issues were: 1) the time "pop-outs" are in place -- real concern was width of the roadway; see 54-144.b; 2) required placement of reflectors or warning devices -- create as much hazard as they resolve; 3) roadway damage from supports -- require placement of item for distributing weight; see 54-114.e; 4) appropriate time periods for parking -- current time periods in 54-114(b) work well; 5) parking too close to intersections -- needs addressed; see 54-114.d; 6) definition of truck needs re-worked; recommended change to definition in 54-113; and 7) safety concerns that there be no living activities in the large vehicles while parked on the roadway.

Objective Analysis:

Current ordinances governing the parking of trucks and recreational vehicles on the street are working fairly well, but staff review, Mayor Wolcott and Councilmember Biundo have noted a few areas that should be strengthened. The issue of most concern to recreational vehicle owners is the time periods for which they can lawfully park recreational vehicles on the street and that is not changing. The issue of most concern to other citizens is the ability to safely maneuver around a recreational vehicle parked on the street and language is added to mandate a clear path.

Policy Compliant:

Current city policy, as expressed in the city code sections being amended (54-113 and 54-114), is to allow parking on the street of trucks and recreational vehicles, subject to reasonable regulations. This

ordinances seeks to continue that policy by adding language intending to clarify reasonable regulation in a few different circumstances.

Financial Impact:

Additional ongoing operating costs associated with the code change are anticipated to be minimal for the Police Department, Legal Department and City Court.

Budget Impact:

Any additional costs will be absorbed within the FY2016 Police Department, Legal Department and City Court operating budgets. If the costs prove to be more significant than anticipated the departments will submit a change request in future fiscal years.

FTE Impact:

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

ATTACHMENTS:

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- ☐ [Presentation](#)
 - ☐ [Ordinance 2015-21 - Large Vehicle Parking](#)
-

LARGE VEHICLE PARKING



LARGE VEHICLE PARKING



Recommending several changes to the Large Vehicle Parking City Codes to protect safety and the roadway itself:

- Adding a definition for “curb return” to use in defining where large vehicles should park relative to intersections - 54-113
- Amending the definition of “truck” to capture the scope of vehicles that can safely park within residential zones – 54-113

Large Vehicle Parking (cont.)

- Adding a large vehicle can only be parked on a residential street if it leaves 20' of roadway available for travel – 54-114.b
- Adding wording to clarify that, while parked on the street, the Recreational Vehicle is not to be used to sleep or live in – 54-114.b

Large Vehicle Parking (cont.)

- Adding a large vehicle cannot be parked within 30' of the curb return – 54-114.d
- Adding a vehicle owner must place under any vehicle support an item capable of distributing the vehicle's weight capable of avoiding roadway damage – 54-114.e

TITLE PRESENTATION



Questions or Comments?



ORDINANCE # 2015-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 54 TRAFFIC AND VEHICLES, ARTICLE IV STOPPING, STANDING AND PARKING, DIVISION 2 TRUCK, RECREATIONAL AND HIGH PROFILE VEHICLE PARKING IN RESIDENTIAL ZONES AND UPON CITY STREETS, SECTIONS 54-113 AND 54-114 RELATING TO THE PARKING OF RECREATIONAL VEHICLES.

WHEREAS, the City desires to allow individuals to temporarily park recreational vehicles upon streets within the City, subject to reasonable regulations; and

WHEREAS, the City also desires to provide reasonable protection for the public from the safety risks, noise, health risks and other negative results of parking recreational vehicles upon public streets within the City;

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

Section 1. Chapter 54, Article IV, Division 2, Sections 54-113 and 54-114 of the Surprise Municipal Code are hereby amended as set forth in Attachment A, incorporated herein by reference.

Section 2. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or the Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This ordinance will become effective at the time and manner prescribed by law.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

PASSED AND ADOPTED this _____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, Interim City Attorney

ATTACHMENT A

There are no changes to Surprise City Code Section 54-115.

Sec. 54-113. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

CURB RETURN MEANS THE CURVED SECTION OF A CURB LOCATED AT A CORNER OF AN INTERSECTION, CONNECTING A CURB ON ONE STREET TO ANOTHER CURB ON THE INTERSECTING STREET. A CURB RETURN STARTS AT THE POINT WHERE THE CURB BEGINS TO TURN TOWARD THE DIRECTION OF THE INTERSECTING STREET AND ENDS AT THE POINT WHERE IT MEETS THE CURB ON THE INTERSECTING STREET.

Front street means the street located in front of a residence.

Recreational vehicle means:

- (1) A portable camping trailer mounted on wheels and constructed with collapsible partial sidewalls that fold for towing by another vehicle and unfolds for camping;
- (2) A motor home or bus designed to provide temporary living quarters for recreational, camping or travel use, and built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis, cab or van that is an integral part of the completed vehicle;
- (3) A park trailer built on a single chassis, mounted on wheels and designed to be connected to utilities necessary for operation of installed fixtures and appliances and has a gross trailer area of not less than 320 square feet and not more than 400 square feet when it is set up, except that it does not include fifth wheel trailers;
- (4) A travel trailer mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use, of a size or weight that may or may not require special highway movement permits when towed by a motorized vehicle and has a trailer area of less than 320 square feet. This subdivision includes fifth wheel trailers. If a unit requires a size or weight permit, it shall be manufactured to the standards for park trailers in A 119.5 of the American National Standards Institute Code;
- (5) A portable truck camper constructed to provide temporary living quarters for recreational, travel or camping use and consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pickup truck.

Street means the entire width between the boundary lines of every right-of-way including the improved or unimproved shoulder.

Truck means a vehicle ~~other than a recreational vehicle~~, WEIGHING 18,000 OR MORE POUNDS ~~in excess of 1 ½ tons, or having a height of seven feet, six inches or more or measuring 36 feet or longer in overall length, including a truck and load,~~ OR A COMBINATION OF VEHICLES WEIGHING IN EXCESS OF 26,000 POUNDS, OR A BOX TRUCK OR SEMI-TRAILER CAB .

Utility trailer means a vehicle without motive power, other than a pole trailer or semitrailer, designed for carrying property and for being drawn by a motor vehicle.

Sec. 54-114. - Parking in residential zones and upon city streets are prohibited acts.

(a) No person shall park a truck on any street within a residential zone, except as follows:

- (1) While loading and unloading the truck.
- (2) While services are being provided by the truck's occupant. This does not include any maintenance or service of the truck itself.
- (3) For a period of time not to exceed one hour.

(b) No person shall park a recreational vehicle or utility trailer on any street within a residential zone, EXCEPT IN CONFORMANCE WITH THIS SECTION;. A a person may park a recreational vehicle or utility trailer for a period not to exceed 72 hours up to two times per month, provided;:

- i. the recreational vehicle or utility trailer does not block the driveway of another property owner;
- ii. THE STREET ADJACENT TO THE RECREATIONAL VEHICLE OR UTILITY TRAILER AVAILABLE FOR VEHICULAR TRAFFIC IS NO LESS THAN TWENTY FEET (20') WIDE; AND,
- iii. WHILE PARKED ON THE STREET, A PERSON MAY PERFORM ACTIVITIES NECESSARY TO PREPARE FOR VEHICLE USAGE OR TO CLEAN UP THE VEHICLE UPON RETURN FROM ITS USAGE. Under no circumstances shall any persons be allowed to SLEEP, COOK, inhabit OR PERFORM OTHER ACTIVITIES ASSOCIATED WITH TEMPORARY OR PERMANENT LIVING QUARTERS WITHIN, ON OR AROUND a recreational vehicle while parked on a street.

(c) No person shall park a truck, recreational vehicle, or utility trailer in the front, side, or rear yard of any residence, so that any portion of the truck, RV or utility trailer is closer to the front street than any portion of the residence, unless the truck, RV, or utility trailer

is completely hidden from view in a garage or other permanent structure specifically intended for such use.

(d) NO PERSON SHALL PARK A TRUCK, RECREATIONAL VEHICLE OR UTILITY TRAILER WITHIN THIRTY FEET (30') OF THE CURB RETURN OF AN INTERSECTION. WHILE PARKED ON A STREET IN A RESIDENTIAL ZONE,

(e) NO PERSON SHALL PARK A TRUCK, RECREATIONAL VEHICLE OR UTILITY TRAILER ON A STREET USING A JACK STAND OR SIMILAR SUPPORT DEVICE UNLESS THE PERSON PLACES UNDER EACH JACK STAND OR SUPPORT DEVICE A PIECE OF WOOD, PLYWOOD OR OTHER ITEM OF OTHER CONSTRUCTION THAT HAS A SURFACE OF AT LEAST THIRTY-SIX (36) SQUARE INCHES AND IS CAPABLE OF DISTRIBUTING THE WEIGHT OF THE VEHICLE IN SUCH A MANNER THAT THE UNDERLYING STREET IS NOT DAMAGED OR DISTURBED.



CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

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

Council Meeting Date:	December 1, 2015	Contact Person:	David Kelly, Assistant Public Works Director
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action amending the fiscal year 2016 budget by reallocating appropriations of \$131,400 from sanitation fund contingency to sanitation recycling division to add two solid waste staff positions; Resolution # 2015-116.

Motion:

I move to approve Resolution # 2015-116.

Background:

Since May of 2015, the City has failed multiple recycling audits. The Waste Management acceptable level of contamination is 25%, our contamination percentage has been anywhere from 26% to as high as 35%.

Each month of a failed audit costs the City approximately \$18,000 in recycling revenue, or \$72,000 for the first four months of FY2016.

The addition of one inspector and one supervisor will increase the focus on recycling, through inspection, education, and enforcement on a routine basis.

Objective Analysis:

If the City were able to maintain a contamination rate less than 25% we would expect to receive around \$200,000 to \$225,000 annually from Waste Management. With the addition of these positions, the City will be able to better educate Surprise residents and promote positive recycling behaviors that should result in increased waste diversion and higher recycling revenues, helping to stabilize residential collection rates into the future.

Policy Compliant:

This action item is consistent with Council policy including the strategic goal of providing a sustainable community through enhancing the City's recycling program and educating citizens about residential recycling.

Financial Impact:

The positions with all benefits and associated supplies are expected to cost \$131,400 for the remainder of FY2016 and \$174,000 per year thereafter.

For FY2016, a total of \$206,000 of recycling revenues was budgeted. Each month of a failed audit costs the City approximately \$18,000 in recycling revenue, or \$72,000 for the first four months of FY2016. The adoption of this resolution will allow the City to make progress towards meeting the current budgeted recycling revenue projections by maintaining a contamination rate of less than 25%.

Budget Impact:

This budget amendment request will utilize Sanitation Fund contingency in the amount of \$131,400 for the addition of two positions and related operational expenses without exceeding the approved total annual budget for FY2016. For FY2017, the costs of the positions and revenue projections will be budgeted for as part of the budget process.

FTE Impact:

This action item increases the sanitation fund staffing by two (2) full time equivalent positions directly related to recycling efforts.

ATTACHMENTS:

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- ☐ [Presentation](#)
 - ☐ [Resolution 2015-116](#)
-

Requested Positions in Solid Waste

December 1, 2015



Requested Positions in Solid Waste



- City of Surprise has not passed our Recycling Audit with Waste Management for the past several months.
- Our contract states contamination rates should be below 25%
- Our contamination rates have been between 26-35% the past few audits

Requested Positions in Solid Waste



- We have lost about \$18,000 each month because we have not passed the Audit
- We need an additional Solid Waste Supervisor and an Inspector to do recycling public outreach, education and more inspections.
- By increasing our diversion by 5%, we would save an estimated \$45,000 in land fill fees annually.
- The changes will cost the Solid Waste Fund \$131,400 for budget year 2016 and \$174,000 per year thereafter.

CLICK TO EDIT PRESENTATION TITLE



Questions or Comments?



RESOLUTION # 2015-116

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$131,400 FROM SANITATION FUND CONTINGENCY, TO SANITATION RECYCLING DIVISION OF PUBLIC WORKS TO ADD TWO STAFF POSITIONS AND THEIR RELATED OPERATIONAL COST FOR SUPPLIES, SERVICES AND CAPITAL.

WHEREAS, the City's Public Works Department Solid Waste Recycling division is experiencing an increase in recycling contamination rates above acceptable levels;

WHEREAS, this increase in contamination is costing the City on average \$18,000 in revenue per month;

WHEREAS, to meet council strategic goal of Sustainability by enhancing recycling program by providing education to residents;

WHEREAS, the FY2016 budget was adopted by Council Resolution #2015-53 on June 2, 2015;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. The City's Chief Financial Officer is authorized to make the fund source budget adjustments described and estimated in Exhibit A.

Section 2. That the statements and schedules attached as Exhibit A and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2015 through June 30, 2016.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, Interim City Attorney

RESOLUTION # 2015-116
Exhibit A

The FY2016 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.

Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Sanitation Fund Contingency	\$2,320,800	(\$131,400)	\$2,189,400
Sanitation Salaries (Recycling)	\$211,600	\$82,600	\$294,200
Sanitation Supplies (Recycling)	\$15,400	\$6,700	\$22,100
Sanitation Services(Recycling)	\$92,200	\$3,000	\$95,200
Sanitation Supplies One-Time (Recycling)	\$-	\$7,100	\$7,100
Sanitation Capital One-Time (Recycling)	\$-	\$32,000	\$32,000
	<u>\$2,640,000</u>	<u>\$0</u>	<u>\$2,640,000</u>

The fund changes are as follows:

- The amendment utilizes Sanitation Fund Contingency in the amount of \$131,400 for two positions and related operational expenses without exceeding the approved total annual budget for FY2016.



CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 1, 2015	Contact Person:	Council Members Skip Hall & Roland Winters
Submitting Department:	Attorney's Office	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion

Agenda Wording:

Consideration and action amending Surprise Municipal Code Chapter 2, Article VIII, Boards, Committees and Commissions, Section 2-295, By-Laws, by removing "resign to run" requirement and increasing attendance requirements and ineligibility; Ordinance # 2015-23.

Motion:

I move to adopt Ordinance # 2015-23.

Background:

On October 6, 2015 Council referred to Council Members Hall and Winters items pertaining to the finalization of the Boards and Commission Handbook. Certain of those items require amendment to the Surprise City Code. This item reflect those changes. The final version of the Handbook will be brought forward for adoption at the subsequent regular council meeting.

Objective Analysis:

Current City Code requires that members of any council board, commission, or committee resign their membership prior to running for local elected office. This item would remove that obligation. Consequently, any sitting member of any sitting board would be able to run for local elected office while sitting on such board, commission or committee.

Current City Code requires that, upon 3 consecutive absences, or 5 absences in 6 months, a member will be referred to council for possible sanction. This will be amended to 2 consecutive, or 3 absences in 6 months. Sanction under current code could include removal from the body and ineligibility from appointment to any council board, commission or committee for a specific period of time. This change would make such ineligibility mandatory for a period of 6 months.

Policy Compliant:

City Code establishes policy and directives from the City Council.

Financial Impact:

There is no financial impact associated with this item.

Budget Impact:

There is no additional budget impact associated with this item.

FTE Impact:

No additional FTE will be required by this item.

ATTACHMENTS:

Click to download

☐ [Ordinance 2015-23](#)

ORDINANCE 2015-23

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 2, ARTICLE VIII, BOARDS, COMMITTEES AND COMMISSIONS, SECTION 2-295 REGARDING POLITICAL ACTIVITY AND ATTENDANCE.

WHEREAS, the Mayor and Council have the authority to establish boards, commissions, and committees;

WHEREAS, the Mayor and Council desire to remove redundancies in the municipal code and establish improved uniform regulations for its public bodies to increase public participation in those public bodies;

WHEREAS, the Mayor and Council desire to facilitate coordination of effort between Council its public bodies and City staff; and

WHEREAS, the Mayor and Council desire to clarify and establish the powers duties roles and operating procedures of its public bodies for the betterment of the City.

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

Section 1. Surprise Municipal Code Chapter 2, Article VIII, Boards, Committees, and Commissions, Section 2-295, Bylaws, subsections 7 and 8 are hereby amended as follows:

(7) *Political activity.* No member of a public body may use membership on the body to advocate, campaign, or influence the outcome of an election. ~~Any member running for local elected office must resign at the time the member files a nomination paper.~~ Violation of this section will be promptly referred to city council, and the member may be removed from the public body.

(8) *Attendance.* If any member of a public body is absent from ~~three~~ two consecutive meetings or ~~five~~ three meetings in any six month period, or repeatedly fails to respond to contact from city staff regarding body activity, the matter will be promptly referred to city council for action which may include removal of the member. If removed because of attendance, the member will be ineligible for appointment to any public body for a period of no less than six months. Attendance by a member must be in person; attendance by telephone is not permitted.

PASSED AND ADOPTED this _____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, Interim City Attorney



CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 1, 2015	Contact Person:	Robert Kuhfuss, Community Development
Submitting Department:	CD	District:	4
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion

Agenda Wording:

Consideration and action on an Ordinance rezoning property generally located at 115th Avenue and Bell Road, specifically a 15.47-acre portion of Parcel I, Lot 2 of Canyon Ridge West for Southgate at Canyon Ridge West, by major PAD amendent from PAD (High Density Residential 9-22 DU/Ac) to PAD (Low Density Residential 2-6 DU/Ac.); Ordinance #2015-19.

Motion:

I move to approve Ordinance # 2015-19.

Background:

Carolyn Oberholtzer, of Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of 115th Avenue and Bell Road, LLC and Garrett-Walker Homes, seeks approval of a Rezone/Major PAD Amendment to change the land use of the property from High Density Residential to Low Density Residential. This proposal is in conjunction with a proposed 49-lot Preliminary Plat, included under a separate agenda item this date, which demonstrates the applicant's intent to develop the site in accordance with the proposed PAD Amendment. This matter was scheduled for review and possible action by the Planning and Zoning Commission hearing date of November 19, 2015; however, the results of that meeting are unknown as of the writing of this report.

Objective Analysis:

The proposal includes development standards that meet or exceed the existing standards for Canyon Ridge West and includes a reduced street cross-section which omits the park strip between the curb and sidewalk, but is otherwise consistent with the paving widths as currently adopted. The site is well landscaped with appropriate amenities. As the site is essentially an infill site, approval of the proposed PADA and related preliminary plat will allow the site to develop in a responsible manner.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Low Density Land Use

Category, which supports residential development of between three and five dwelling units per acre (3-5 DU/Ac). The proposed PAD Amendment and related Preliminary Plat demonstrate consistency with this land use category.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 FS15-205 - Southgate at Canyon Ridge - PADA - Staff Report](#)
 - ☐ [01 - FS15-205 - Southgate at Canyon Ridge - PADA - Vicinity Map](#)
 - ☐ [02 FS15-215 - Southgate at Canyon Ridge - PADA - Zone Change Case Map](#)
 - ☐ [03 FS15-215 - Southgate at Canyon Ridge - PADA - PP Case Map](#)
 - ☐ [04 FS15-215 - Southgate at Canyon Ridge - PADA - PAD and PP Narrative](#)
 - ☐ [05 FS15-215 - Southgate at Canyon Ridge - PADA - PP Plan](#)
 - ☐ [06 FS15-215 - Southgate at Canyon Ridge - PADA - Preliminary Landscape Plan Part 1](#)
 - ☐ [06 FS15-215 - Southgate at Canyon Ridge - PADA - Preliminary Landscape Plan Part 2](#)
 - ☐ [07 FS15-215 - Southgate at Canyon Ridge - PADA - MWD Comments](#)
 - ☐ [08 FS15-215 - Southgate at Canyon Ridge - PADA - Luke AFB Comments](#)
 - ☐ [09 FS15-215 - Southgate at Canyon Ridge - PADA - Ordinance 2015-19](#)
 - ☐ [10 FS15-215 - Southgate at Canyon Ridge - PADA - Presentation](#)
-

Case: FS15-205

Project Name: Southgate at Canyon Ridge

Council District: 4

Meeting Date: December 1, 2015

Planner: Robert H. Kuhfuss, AICP

Owner: 115th Avenue and Bell Road, LLC

Applicant: Carolyn Oberholtzer of Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of 115th Avenue and Bell Road, LLC and Garrett-Walker Homes

Requests: 1) Rezone from PAD (High Density Residential 9-22 DU/Ac) to PAD (Low Density Residential 2-6 DU/Ac)
2) 49-Lot Preliminary Plat

Site Location: West of Avenue of the Arts and north of Bell Road

Site Size: 15.47 acres (approx.)

Density: 3.17 DU/Ac

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

Support/Opposition: None known

Findings:

Major PAD Amendment: The proposed Rezone/Major PAD Amendment is consistent with the Surprise General Plan 2035.
The reviewing agencies have indicated no objections to the request.

Preliminary Plat: The proposed Preliminary Plat is consistent with the Rezone/ Major PAD Amendment as proposed.
The reviewing agencies have indicated no objections to the request.

Planning and Zoning Commission

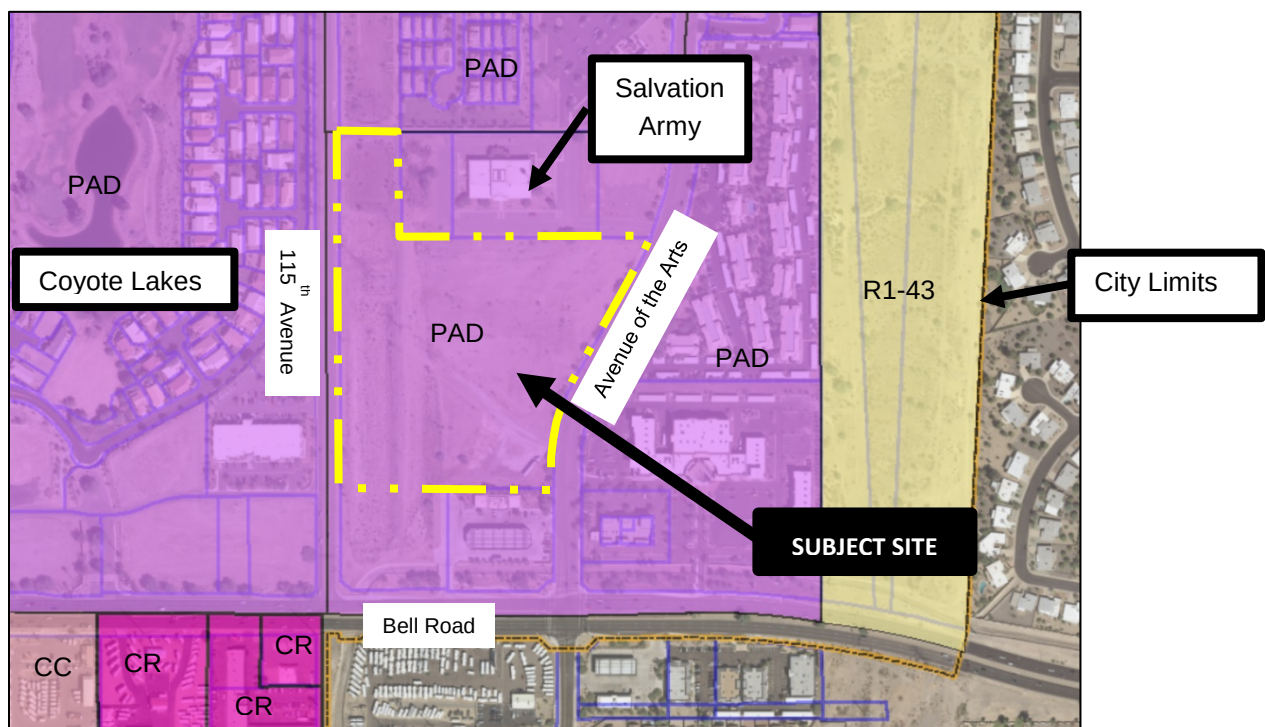
Recommendations: Unknown as of the writing of this report

PROJECT DESCRIPTION:

Carolyn Oberholtzer, of Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of 115th Avenue and Bell Road, LLC and Garrett-Walker Homes, seeks approval of a Rezone/Major PAD Amendment to change the land use of the property from High Density Residential to Low Density Single-Family Residential in addition to a 49-lot Preliminary Plat, which demonstrates the applicant's intent to develop the site in accordance with the proposed PAD Amendment.

EXISTING ZONING:

The following chart and associated map depict the existing zoning of the subject site and its surrounds.



PAD (Medium Density Residential)	PAD (Commercial)	PAD (High Density Residential)
PAD (Medium Density Residential)	PAD	PAD (High Density Residential and Commercial)
PAD (Medium Density Residential and Commercial)	PAD (High Density Residential and Commercial)	PAD (Commercial)

60 **BACKGROUND:**

61
62 **August 28, 1997:** The City Council approved the original Canyon Ridge PAD under case PAD97-006.

63
64 **August 1, 2001:** The City Council approved a Major PAD Amendment to Parcel 5 of the Canyon
65 Ridge PAD for the purpose of revising the land use from High Density Residential to Low Density
66 Residential under case PADA00-101.

67
68 **April 28, 2005:** The City Council approved a Major PAD Amendment to Parcel 4 and portions of
69 Parcels 2 and 3 of the Canyon Ridge PAD for the purpose of revising the land use from Community
70 Commercial and Multi-Family Residential to Single-Family Residential under case PADA04-349.

71
72 **September 27, 2007:** The City Council approved a Major PAD Amendment for the purpose of
73 changing the land use of the subject property from Community Commercial to High Density
74 Residential to accommodate The Seasons at Surprise Apartments under case PADA07-118.

75
76 **February 13, 2008:** Staff approved a Master Sign Program for Parcel 8 of the Canyon Ridge
77 Development under case PADA07-444.

78
79 **January 14, 2015:** Staff met with the applicant to discuss the subject project during a regularly
80 scheduled Due Diligence meeting.

81
82 **April 10, 2015:** Staff met with the applicant to discuss the subject project during a regularly
83 scheduled Concept Review meeting under CR14-143.

84
85 **May 20, 2015:** The applicant filed a request for a Major PAD Amendment to the Canyon Ridge PAD
86 together with a related Preliminary Plat under case FS15-205, the subject case.

87
88 **July 20, 2015:** The applicant held a neighborhood outreach meeting to discuss the project.

89
90 **November 19, 2015:** The subject requests are scheduled for hearing and possible action by the
91 Planning and Zoning Commission. The results of that meeting are unknown as of the writing of this
92 report.

93
94 **CITIZEN OUTREACH:**

95
96 The site was posted and advertised in accordance with the SUDC. As noted above, the applicant
97 held a Citizen Review meeting on July 20, 2015. One local resident was in attendance who
98 expressed general support for the request.

99 **ANALYSIS AND DISCUSSION:**

100
101 The subject property is of an irregular shape, sandwiched between 115th Avenue on the west and
102 Avenue of the Arts on the east. Access to the site will be from Avenue of the Arts via one of two
103 entrances – the primary entrance located towards the northern end of the site with a second access
104 located near the southern end of the site. Both access points will be gated; however, only the
105 northern access will accommodate resident ingress and egress. The southern access will
106 accommodate resident egress only, with the exception of emergency vehicles, which will have full
107 access.

108
109 The westernmost 184' is encumbered by several power line easements and a major drainage
110 channel; therefore, no lotting will occur in that area although the area is included as Tract "J". An
111 existing 12 kVA transmission line is located immediately to the west of the westernmost row of lots.
112 A 45' easement will encumber the rear of these lots, which will limit the size of vegetation planted
113 in this area in order to minimize interference with the 12 kVA line.

114
115 The eastern frontage along Avenue of the Arts will be well landscaped using a variety of drought-
116 tolerant plant species. A neighborhood park will be located within the fenced-in area adjacent to
117 Lot 36 and will include amenities such as a ramada, BBQ, and children's play equipment. Located
118 on the opposite side of the subdivision near the aforementioned Tract "J", will be a small turf
119 retention area that will serve as a community play field. A standard 5' concrete sidewalk will be
120 located along the interior streets, with a 5' trail consisting of both concrete and decomposed
121 granite (DG) path lead to and from the two recreation areas within the subdivision. A pedestrian
122 gate will provide access to Avenue of the Arts while a second pedestrian gate will lead from the turf
123 area to Tract "J" located within the subdivision, but outside the gated perimeter.

124
125 The entire perimeter excluding Tract "J" will be enclosed using a primary and secondary theme wall
126 consisting of a combination of smooth-face and split-face masonry and wrought iron. An entry
127 monument consisting of smooth-face CMU and stone accents will bear the name of the subdivision
128 and will be located near the northern entry point.

129
130 The proposed lots will be typically 45' wide by 115' deep although some of the lots will be deeper
131 than the minimum standard. Two key-lots will be present (Lots 38 and 44); however, a 10' wide
132 landscape tract will be located adjacent to the two corner lots thereby providing sight visibility past
133 the fence line of the two corner lots.

The proposed development standards are taken from the original PAD, but adapted slightly. The minimum lot area will be 5,000 square feet compared to 4,400 square feet, while the minimum lot width increases from 40' to 45'. The original PAD also required a 13' street-side setback, which is eliminated with the subject case due to two 10' landscape tracts that will be located between the street corner and what would otherwise be a corner lot. The minimum front yard setback remains at 18', although the requirement for a staggered front setback is eliminated with the subject case. The rear setback decreases from 20' to 15'; however, the subject case also includes a 2:1 horizontal to vertical height ratio with a maximum height of 14' for any accessory structures. A maximum lot coverage of 55% is included with this amendment as well.

The applicant proposes a slightly narrower interior street cross-section consisting of 32' of pavement with a 5' attached sidewalk on both sides located within a 42' full-width private street tract. This differs from the City of Surprise standard, which requires a detached sidewalk and a 55' full-width right-of-way. While staff prefers a detached sidewalk due to its amenity value, the site is essentially an infill project that is constrained by existing development. Therefore, staff does not object to the reduced cross-section.

Exhibit F of the project narrative includes a number of preliminary floorplan and elevation options. Although these specific renderings could change with the actual submittal of the Home Product Review, the intent is to provide housing projects that will respect the project's location near the gateway to the city. The applicant will be required to submit final drawings for Home Project Review, which staff will review against the city's design criteria.

UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	EPCOR
Wastewater:	EPCOR
Refuse:	City of Surprise
Natural Gas:	SWG
Irrigation:	N/A
Schools:	Dysart USD #89

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Low Density Land Use Category, which supports residential development of between three and five dwelling units per acre (3-5 DU/Ac). The proposed PAD Amendment and related Preliminary Plat demonstrate consistency with this land use category.

164 **REVIEWING AGENCIES:**

165
166 In addition to the standard city reviewing agencies, who indicate no objections to the requests,
167 Luke Air force Base, Maricopa Water District, and ADOT were included in the routing of this case.
168

169 **Luke Air Force Base (LAFB):** LAFB indicates no objections to the request, but advises the applicant
170 review sound attenuation requirements and engage in a strong notification program with respect
171 to the air base and its operations.
172

173 **Maricopa Water District (MWD):** MWD advises the subject property lies outside of their service
174 area and offers no comment.
175

176 **SUMMARY:**

177
178 Staff believes the proposed Rezone/Major PAD Amendment, in conjunction with the related
179 Preliminary Plat, will allow appropriate infill to take place within an otherwise constrained site. The
180 project is well-designed and is consistent with the City's General Plan.
181

182 **FINDINGS:**

183
184 **Major PAD Amendment:**

- 185
186
 - The proposed Rezone/Major PAD Amendment is consistent with the Surprise General Plan
 - 187 2035.
 - 188 • The reviewing agencies have indicated no objections to the request.

189

190 **Preliminary Plat:**

- 191
192
 - The proposed Preliminary Plat is consistent with the Rezone/ Major PAD Amendment as
 - 193 proposed.
 - 194 • The reviewing agencies have indicated no objections to the request.

195

196 **RECOMMENDATIONS:**

197
198 **Rezone/Major PAD Amendment:**

199
200 Based on the findings noted above, staff recommended the Planning and Zoning Commission
201 recommend **approval** of the proposed Rezone/Major PAD Amendment to the City Council subject
202 to the following stipulations 'a' through 'c'; however, the Commission's recommendation is
203 unknown as of the writing of this report:
204

- 205 a. Development and use of the site shall be in conformance with the project narrative entitled
206 "Canyon Ridge West PAD Amendment & Preliminary Plat for Southgate at Canyon
207 Ridge" consisting of 44 pages dated revised October 16, 2015 and stamped received
208 October 19, 2015, except as modified by the following stipulations.
209
210 b. Non-compliance with the stipulations of approval of this case will be treated as a violation in
211 accordance with the provisions of Article XIV of the Surprise Unified Development Code.
212
213 c. The Property owner and successors waive claim for diminution of in value if the City takes
214 action to rescind approval of this zone change request due to non-compliance with the
215 stipulations of approval.
216

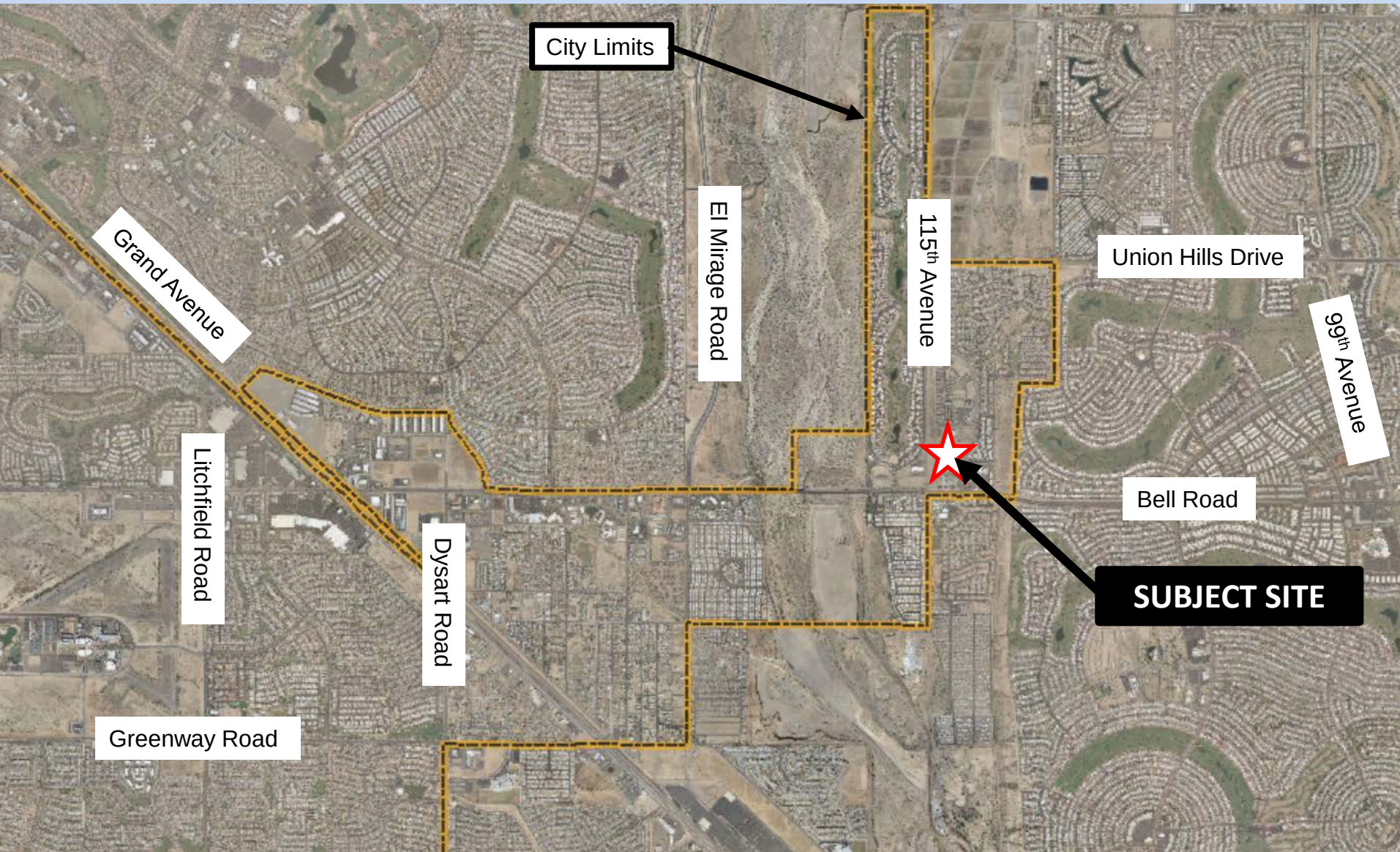
217 **Preliminary Plat:**
218

219 Based on the findings noted above, should the Commission vote to recommend approval of the
220 Rezone/Major PAD Amendment proposed under this case, staff then recommended the
221 Commission move to recommend **approval** of the proposed Preliminary Plat to the City Council.
222

223 **ATTACHMENTS:**
224

- 225 01 – Vicinity Map (1 page)
226 02 – Zone Change Case Map (1 page)
227 03 – Preliminary Plat Case Map (1 page)
228 04 – PAD and Preliminary Plat Narrative (44 pages)
229 05 – Preliminary Plat Plan (5 pages)
230 06 – Preliminary Landscape Plan (5 pages)
231 07 – MWD comments (1 page)
232 08 – Luke AFB comments (1 page)

Vicinity Map



ORDINANCE 2015-19

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MAJOR PAD AMENDMENT CHANGING THE SUBJECT PROPERTY FROM HIGH DENSITY RESIDENTIAL TO SINGLE FAMILY RESIDENTIAL, LOCATED WEST OF AVENUE OF THE ARTS AND NORTH OF BELL ROAD.

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 west of Avenue of the Arts and north of Bell Road;

WHEREAS, the subject site is zoned PAD;

WHEREAS, the PAD Amendment is authorized by the Canyon Ridge PAD;

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

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

WHEREAS, this Zone Change and PAD Amendment is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on November 19, 2015, the Planning and Zoning Commission recommended approval of the Southgate at Canyon Ridge PAD Amendment.

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

Section 1. The “Canyon Ridge West PAD Amendment & Preliminary Plat for Southgate at Canyon Ridge” document, dated October 16, 2015, a copy of which was included in the report to Council for this item, is approved and incorporated by this reference, re-zoning from PAD (High Density Residential 9-22 DU/Ac) to PAD (Low Density Residential 2-6 DU/Ac) on approximately 15.47 acres of property legally described on Exhibit A, and depicted on Exhibit B, both attached hereto, and subject to the following stipulations:

- a. Development and use of the site shall be in conformance with the project narrative entitled “Canyon Ridge West PAD Amendment & Preliminary Plat

for Southgate at Canyon Ridge” consisting of 44 pages, dated revised October 16, 2015 and stamped received October 19, 2015.

b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

c. The Property owner and successors waive claim for diminution in value if the City takes action to rescind approval of this zone change request due to non-compliance with the stipulations of approval.

Section 2. Amendment of Zoning Map. The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3 Codification. This ordinance is not of a general nature and will not be codified.

Section 4. Conflicting Ordinances. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed 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 decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 6 Effective Date. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, Interim City Attorney

EXHIBIT "A"

DESCRIPTION

SOUTHGATE AT CANYON RIDGE

A parcel of land situated in the southwest quarter of Section 31, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

COMMENCING at the southwest corner of said Section 31;

Thence along the west line of said southwest quarter North 00°30'51" West 263.97 feet to the southeast corner of Section 36, Township 4 North, Range 1 West, being also the centerline of Bell Road;

Thence along said centerline North 89°33'51" East 710.12 feet to the intersection of said centerline and the centerline of Avenue of the Arts;

Thence along last said centerline North 00°26'09"W 448.82 feet to the beginning of a curve concave southeasterly having a radius of 500.00 feet;

Thence continuing along said centerline northeasterly along the arc of said curve through an angle of 29°42'48" 259.30 feet;

Thence continuing along said centerline North 29°16'39" East 310.17 feet to the beginning of a curve concave northwesterly having a radius of 1000.00 feet;

Thence continuing along said centerline northeasterly along the arc of said curve through an angle of 08°34'52" 149.77 feet;

Thence departing said centerline on a radial line to last said curve North 69°18'13" West 40.00 feet to the POINT OF BEGINNING;

Thence South 89°29'07" West 737.89 feet;

(description continued on page 2 of 2)



EXPIRES 09-30-2017

DESCRIPTION (continued from page 1 of 2)

Thence North 00°42'44" West 287.16 feet;

Thence South 89°29'07" West 184.01 feet;

Thence South 00°42'44" East 1026.50 feet;

Thence North 89°33'51" East 631.93 feet;

Thence North 00°26'09" West 73.82 feet to the beginning of a curve concave southeasterly having a radius of 540.00 feet;

Thence northeasterly along the arc of said curve through a central angle of 29°42'48" a distance of 280.04 feet;

Thence North 29°16'39" East to the beginning of a curve concave northwesterly having a radius of 960.00 feet;

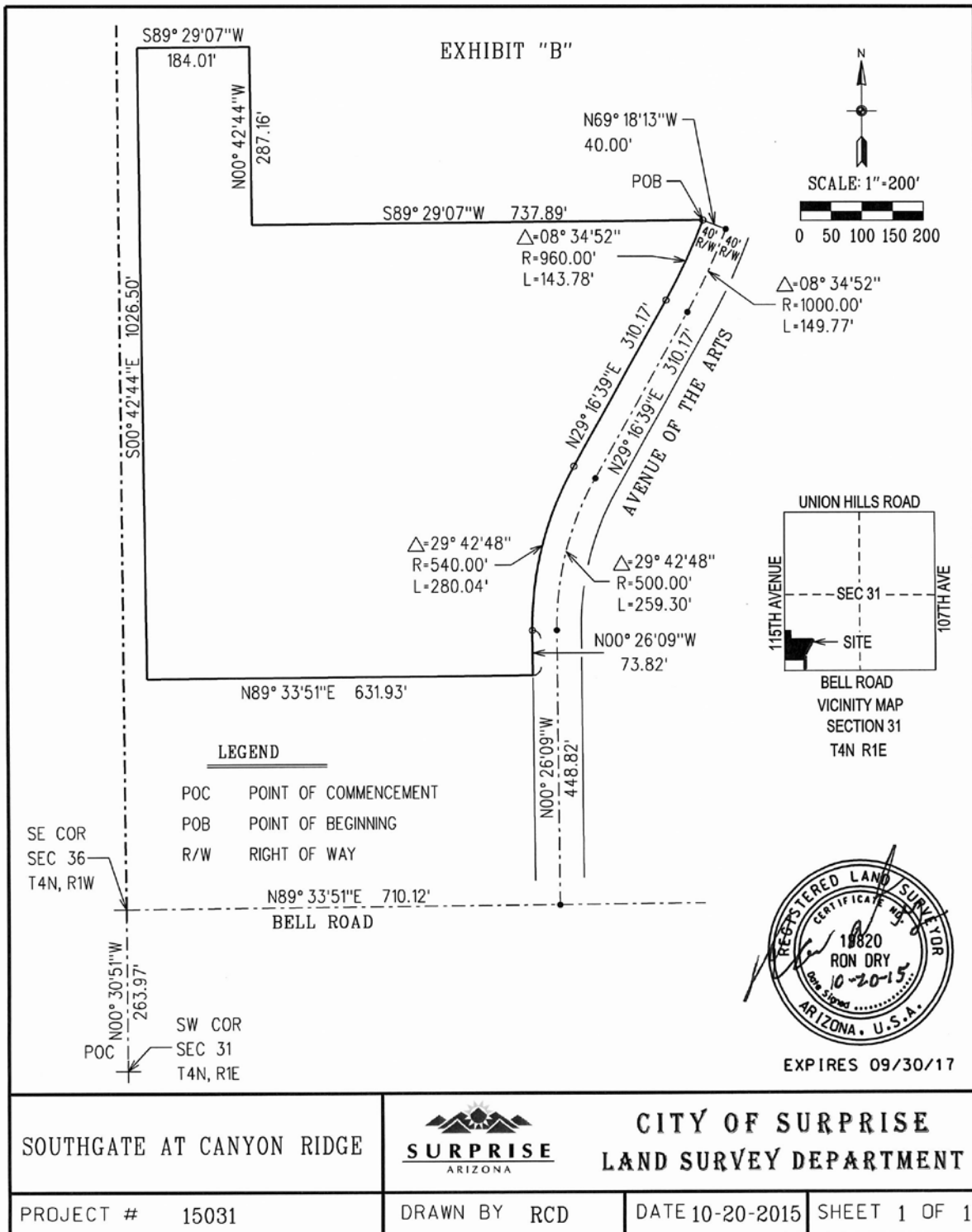
Thence northeasterly along the arc of said curve through a central angle of 08°34'52" 143.78 feet to the POINT OF BEGINNING;

Attached is Exhibit "B" and by this reference is made a part hereof.

End of description



EXPIRES 09-30-2017



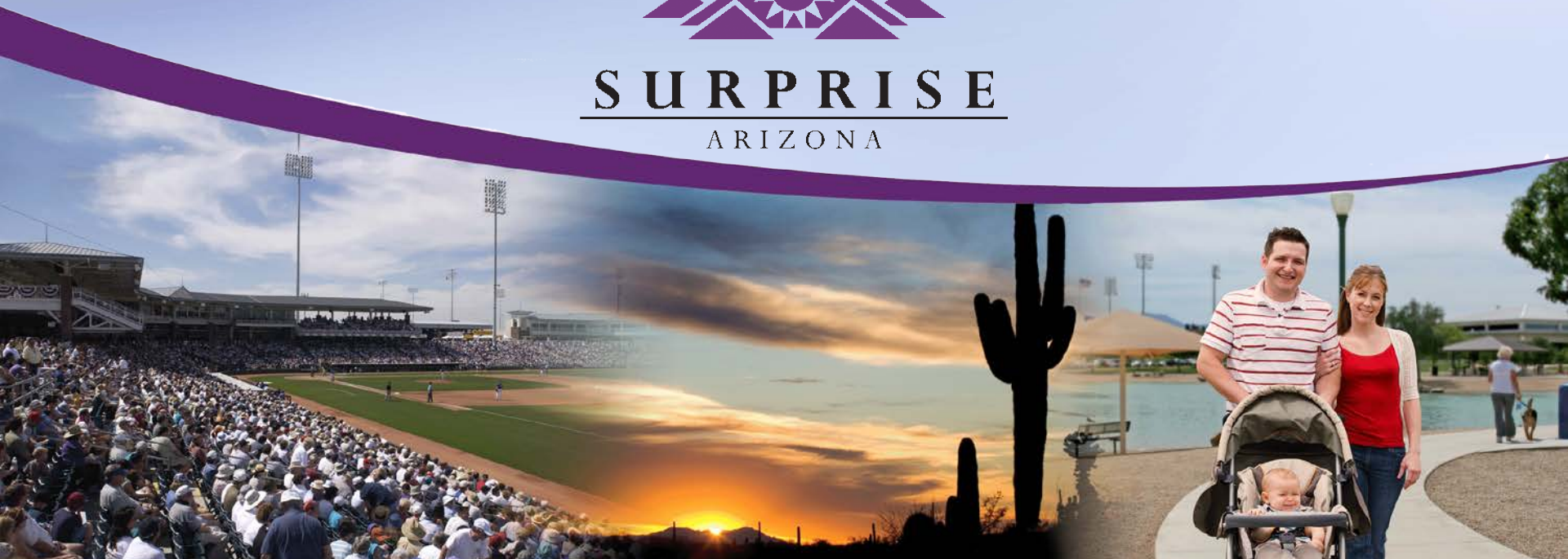
FS15-205

Southgate at Canyon Ridge West Rezone/Major PAD Amendment and Preliminary Plat City Council Regular Session

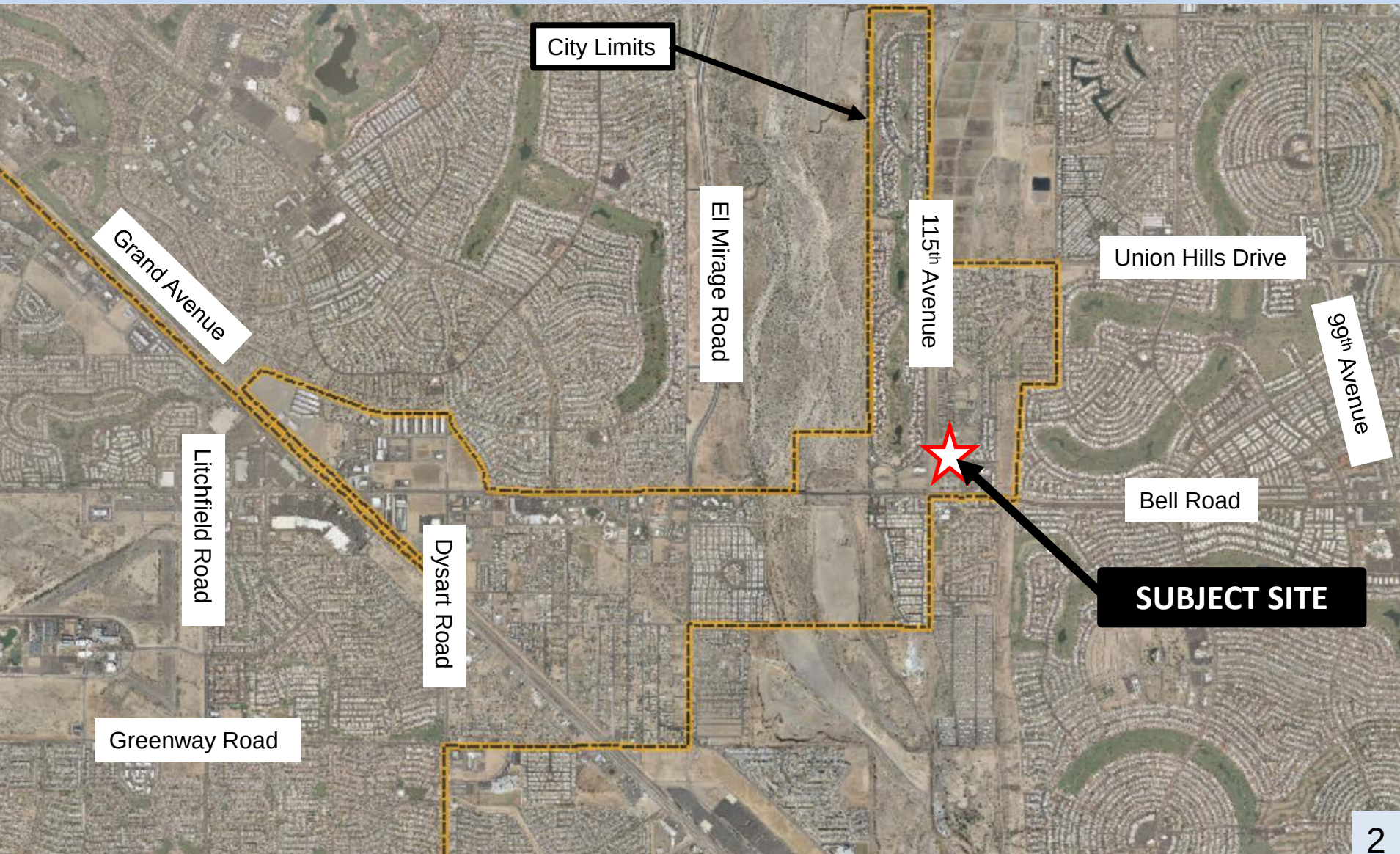
December 1, 2015



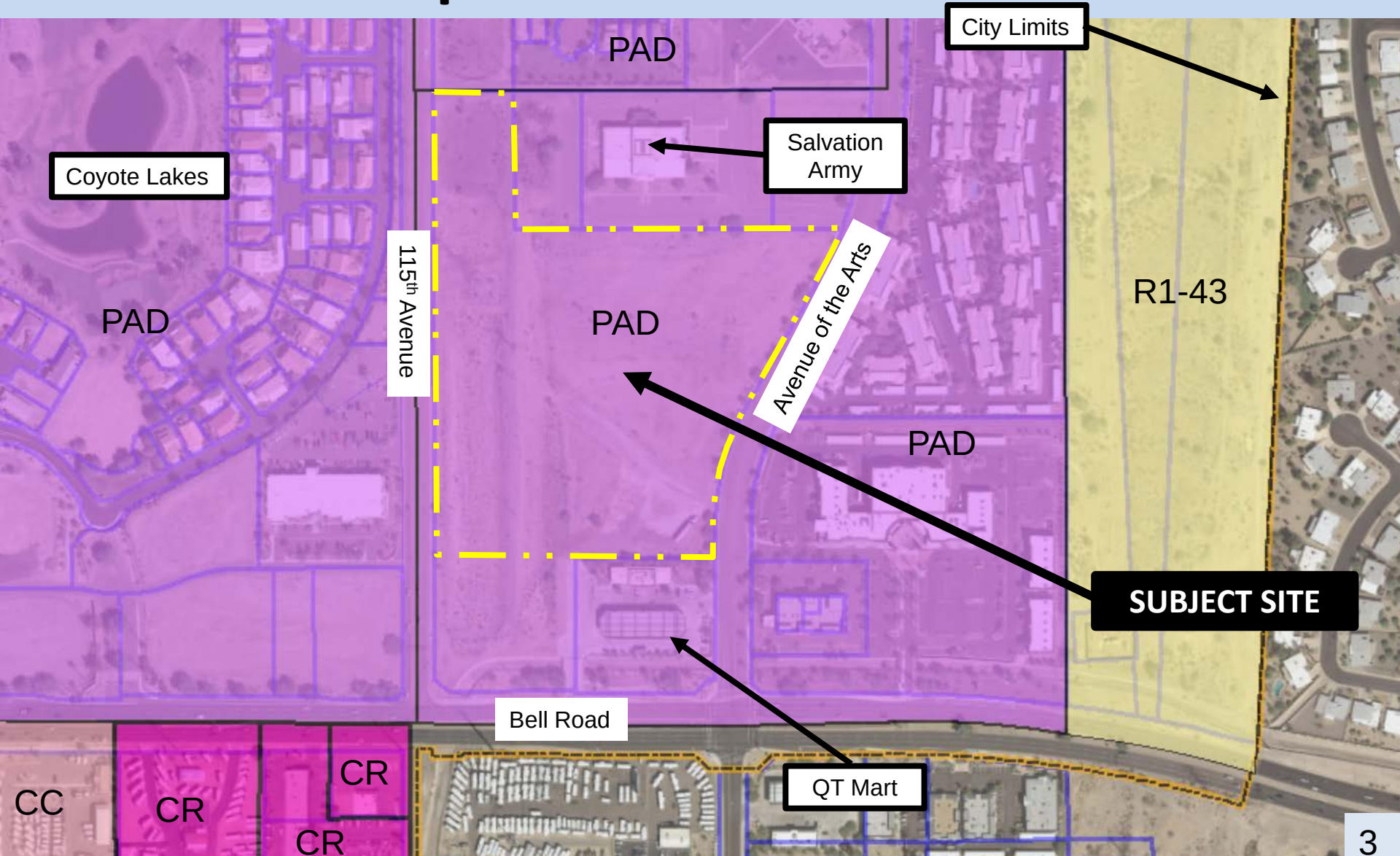
SURPRISE
ARIZONA



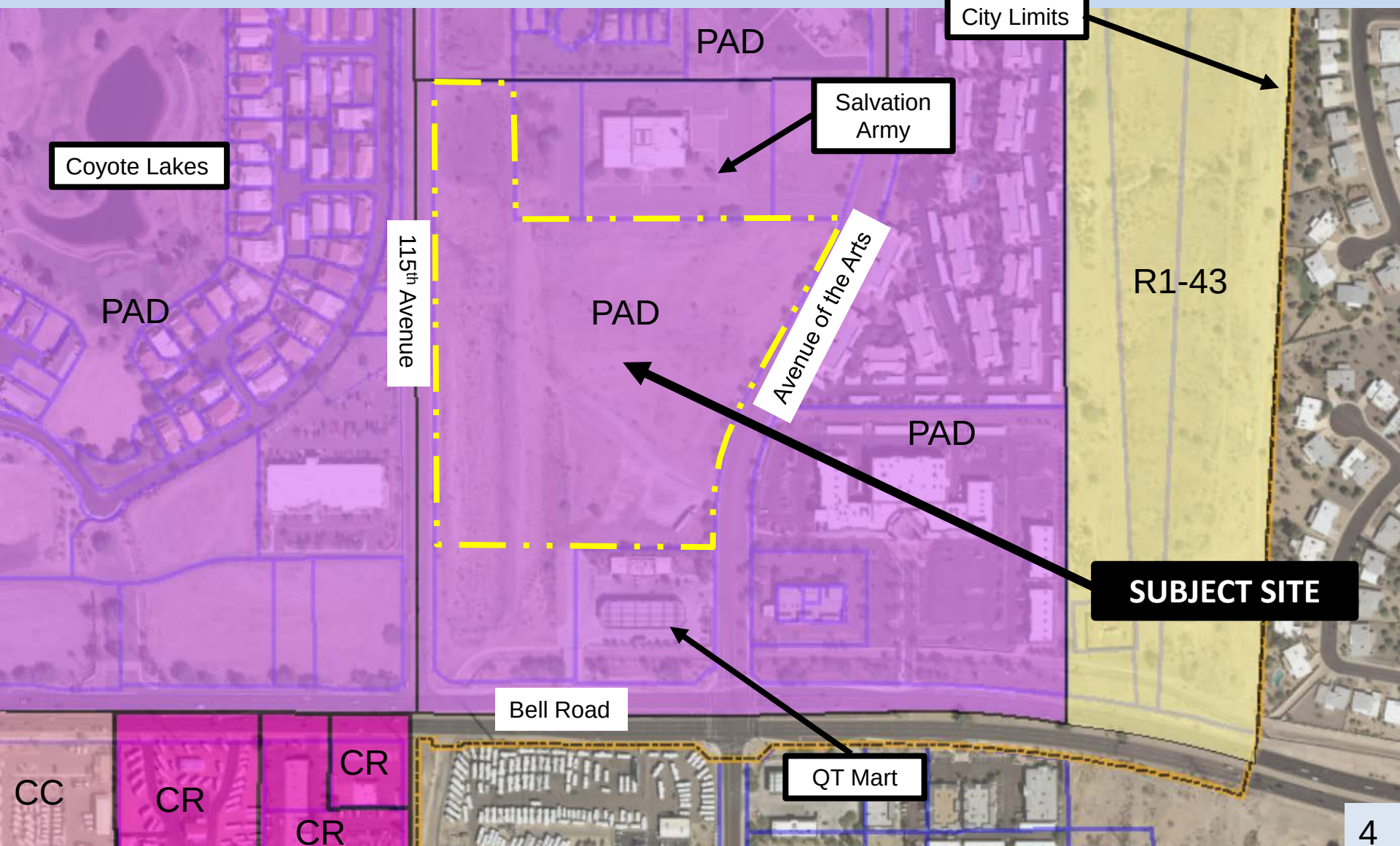
Vicinity Map

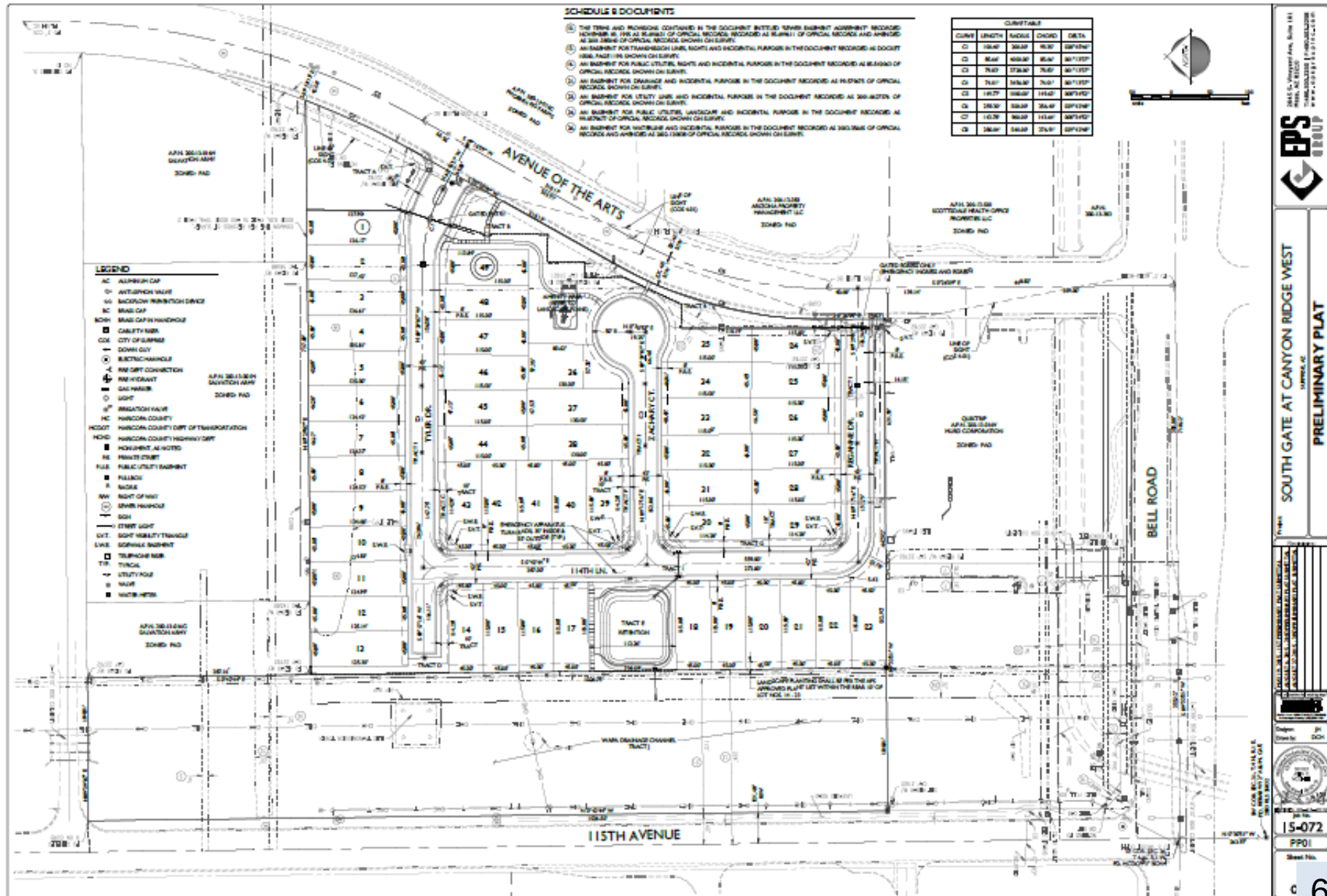


PADA Case Map



Preliminary Plat Case Map

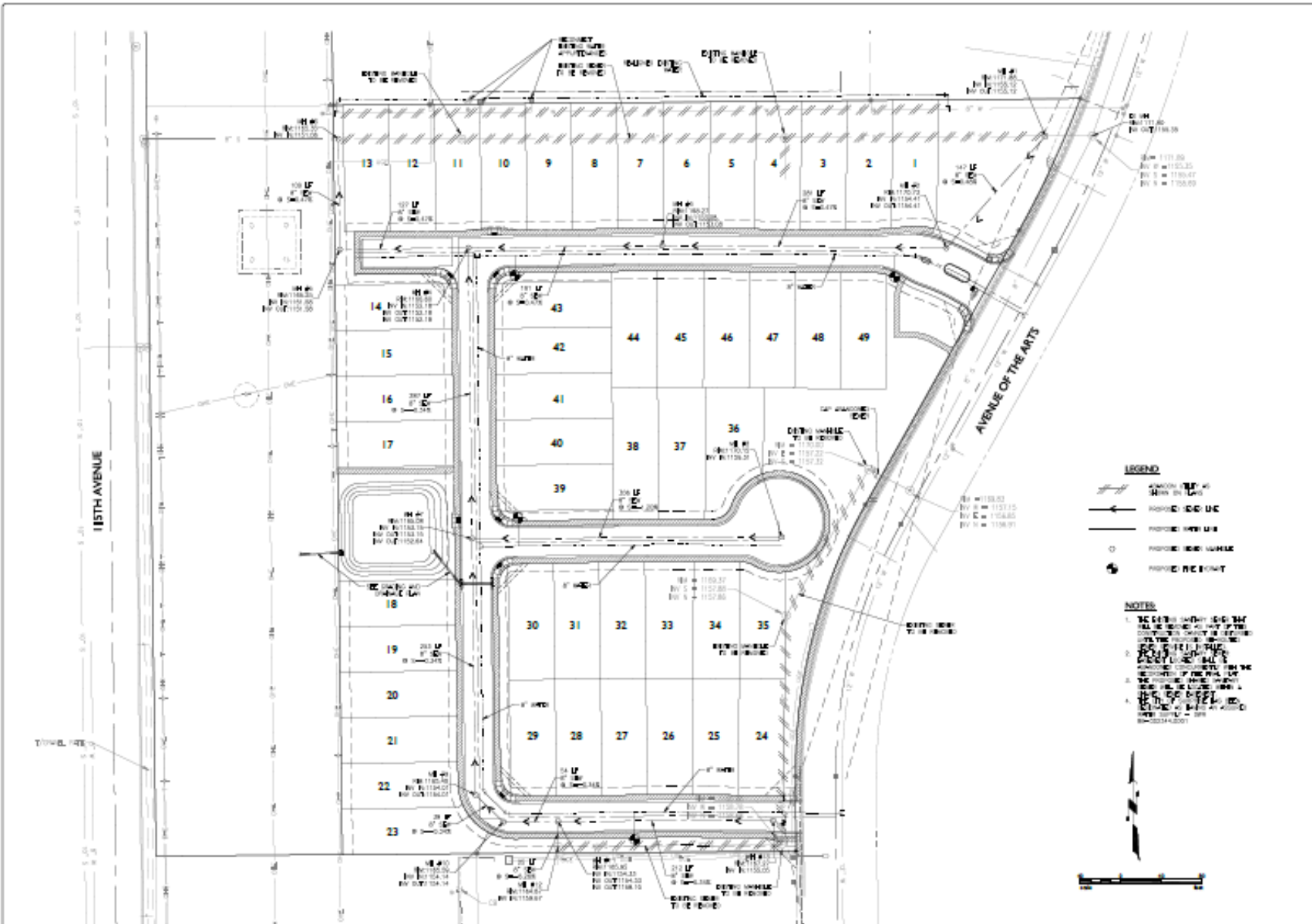




FS15-205 Southgate at Canyon Ridge West



15-072



- LEGEND**
- PROPOSED 12" WATER MAIN
 - PROPOSED 12" SANITARY SEWER
 - PROPOSED 12" GAS
 - PROPOSED 12" RAINFALL
- NOTES**
- ALL UTILITIES SHOWN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE UTILITIES SHOWN ON THIS DRAWING.
 - ALL UTILITIES SHOWN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE UTILITIES SHOWN ON THIS DRAWING.
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15-072
UT01

South Gate at Canyon Ridge West
Preliminary Utility Plan

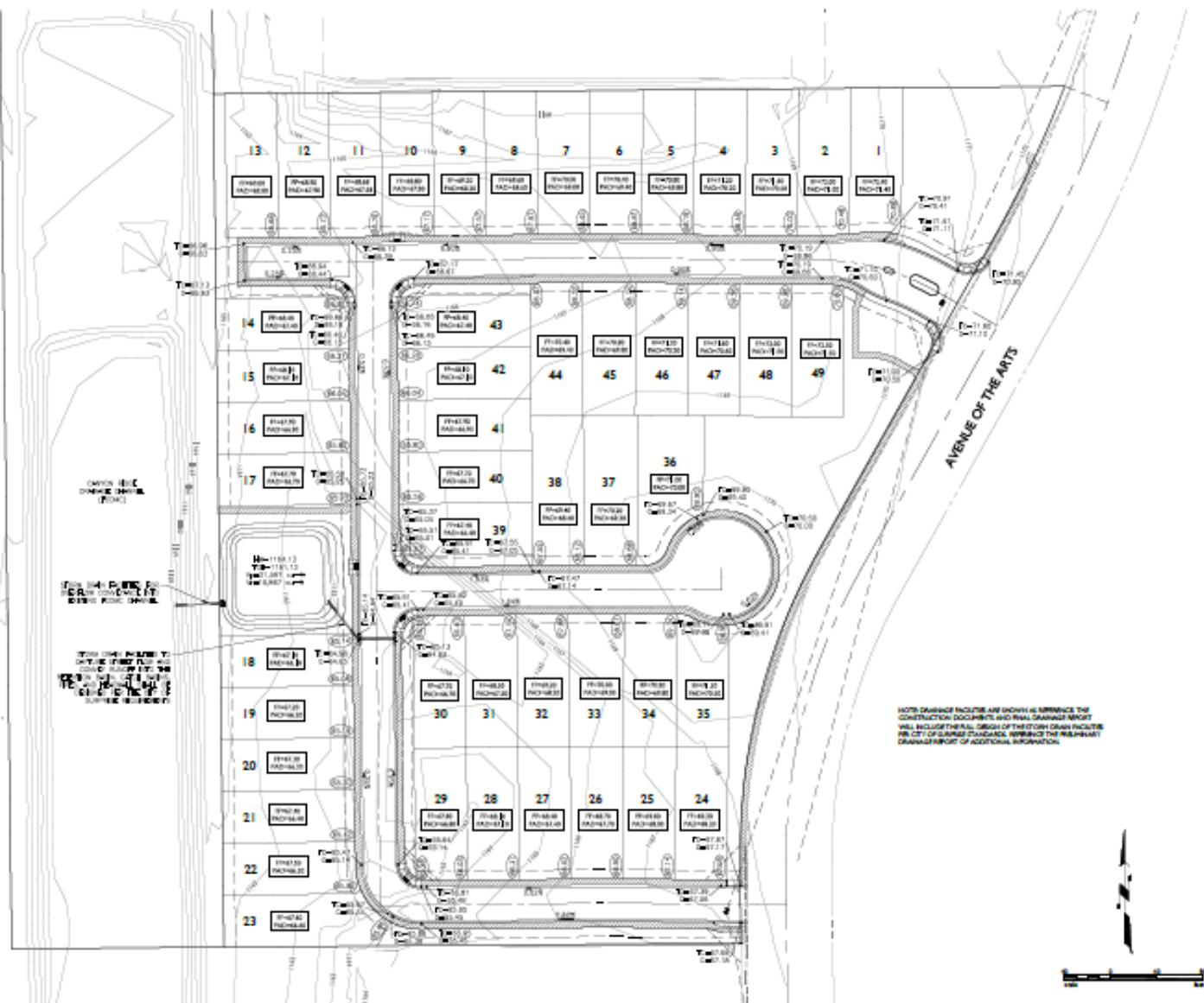
15-072
UT01

FS15-205 Southgate at Canyon Ridge West



15-072

15TH AVENUE



NOTE: DAMAGE INDICATES ARE SHOWN AS REFERENCE THE CONSTRUCTION DOCUMENTS AND FINAL DRAINAGE REPORT WILL INCLUDE THE FINAL DESIGN OF THE DRAINAGE SYSTEM IN THE CITY OF SURPRISE STANDARD. REFERENCE THE PRELIMINARY DRAINAGE REPORT FOR ADDITIONAL INFORMATION.

2045 S. Mendenhall Ave., Suite 101
Mesa, AZ 85205
PH: 480-944-1100
FAX: 480-944-1101

SOUTH GATE AT CANYON RIDGE WEST
15TH AVENUE
Preliminary Grading & Drainage Plan

Project No. 15-072
Sheet No. PG01



FS15-205 Southgate at Canyon Ridge West

Development Standards

DEVELOPMENT STANDARDS FOR PARCEL I, LOT 2 OF SOUTHGATE AT CANYON RIDGE WEST

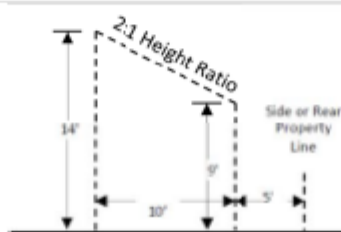
The following table compares the proposed development standards for proposed Parcel I, Lot 2 against the existing development standards for Parcel 6⁽³⁾.

	Existing standards for Canyon Ridge West PAD (Parcel 6)	Proposed standards for Canyon Ridge West PAD (Parcel I, Lot 2)
Zoning District	R1-5 (PAD)	R1-5 (PAD)
Min. Lot Area	4,400 sq. ft.	5,000 sq. ft.
Min. Lot Width	40'	45'
Min. Setbacks		
Front	18' ⁽¹⁾	18'
Side	5'/5'	5'/5'
Corner Side	13'	5' (adjacent to 10' tract provided)
Rear	20'	15'
Max. Lot Coverage	N/A	55%
Max. Building Height (Principal or Main Dwelling)	N/A	30'
Max. Building Height (Detached Accessory Building)	N/A	9' as measured 5' from the rear or side lot line, with a 2' horizontal to 1' vertical increase in height up to a maximum height of 14'. ⁽²⁾
Wall & Column Height	6'	All development theme walls and view fence segments shall be no greater than 6' in height. Wall and entry gate columns shall be allowed to increase in height up to a maximum of 7'.

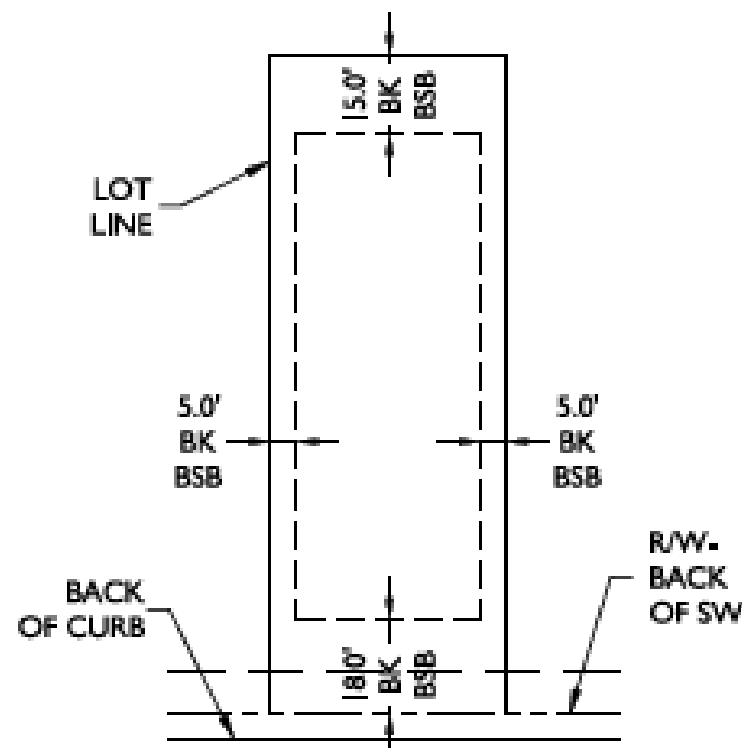
Footnotes:

⁽¹⁾ Vary Front Yard Setbacks 18' to 23' with 3' minimum offset and not more than two units with the same setback.

⁽²⁾

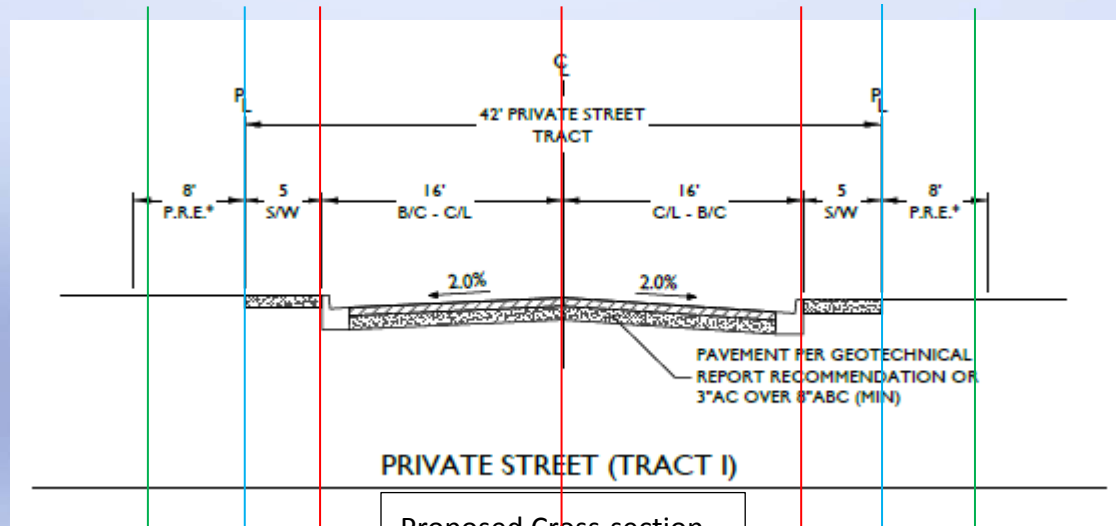


⁽³⁾ Refer to the "Proposed" PAD layout in Exhibit A of this document.



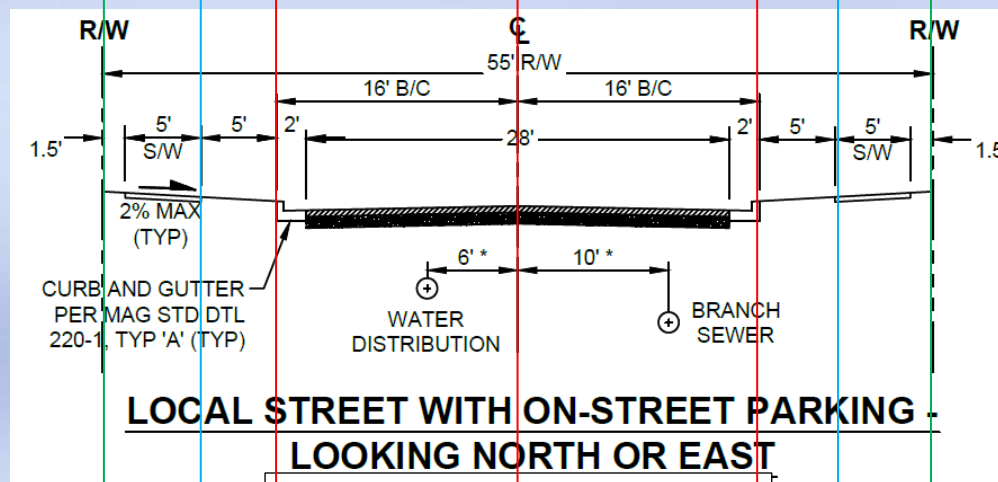
TYPICAL LOT

Proposed Street Cross-Section



PRIVATE STREET (TRACT I)

Proposed Cross-section



**LOCAL STREET WITH ON-STREET PARKING -
LOOKING NORTH OR EAST**

Cross-section per Surprise EDS 3-07

PLANT LEGEND				
STOCK	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
TYPE				
	Ardisia cuneata	Holly	1/2" Caliper	10
	Caryopteris condens 'Suncolor'	Thomasia Caroline	1/2" Caliper	8
	Citrusus Immune 'Sulcat'	Daun Wilah	1/2" Caliper	8
	Antehorus 'Elegant Hues'	Daun Hiasan Pak Vinda	1/2" Caliper	8
	Prunella 'Peachell'	Thomasia Hiasan	1/2" Caliper	2
	Reining Tree TM		1/2" Caliper	1



2 SUBACCOUNTS	COMMON NAME	RT	QTY
⊕ Agave agave	Agave	0 Gal	
⊕ Agave (light) New W	New W Agave	0 Gal	
⊕ Agave (light) sp	Agave (light)	0 Gal	
⊕ Calliandra (pink)	pink john	0 Gal	
⊕ Delonix (shrub)	Delonix (shrub)	0 Gal	
⊕ Euphorbia (small) (shrub)	Yellow (shrub)	0 Gal	
⊕ Euphorbia (small) (shrub)	Delonix (shrub)	1 Gal	
⊕ Lantana (shrub)	Lantana (shrub)	0 Gal	
⊕ Leucosiphon (shrub) (shrub)	New W Agave	0 Gal	
⊕ Mahoe (shrub) (shrub)	Agave	0 Gal	
⊕ Nandina (shrub)	Delonix (shrub)	0 Gal	
⊕ Tamarix (shrub) (shrub)	Agave	0 Gal	

GROUNDCOVERS	COMMON NAME	SIZE	QTY
 Lantana or New Gold	New Gold Lantana	1 Gal	
 Lantana surculifera	Purple Trailing Lantana	1 Gal	
 Rosmarinus officinalis 'Huntington Carpet'	Prostrate Rosemary	1 Gal	

T10P			
	Canadian Amphip/Tilapia 10P	Tilapia 10P	Hydrocodol
	Vegetative Groundcover with 80P Streambed Development Credits Quartz Gold or Red, 2" Depth Min.		

NOTE:
 TOTAL PLANTING ORDER FOR A VALUE OF THE ARTS INCENTIVE WILL INCLUDE THE MAXIMUM
 REQUIREMENTS

- 1 TURKISH ALIUM (OF 100 HSE)
- 100 OF TURKISH ALIUM
- 100 OF TURKISH ALIUM (OF 100 HSE)

PROJECT DATA	
A/FIN	200.15.0000
CONSTANT LAND USE	UNDEVELOPED
RESTRICTED OVERALL AREA	LOW DENSITY RESIDENTIAL
RESTRICTED ZONING	RM
GROSS AREA:	= 1.16.47 ACRES (INCLUDES RUN OF ADJACENT ARTERIAL & COLLECTOR ROADS)
NET AREA:	= 15.86 ACRES (INCLUDES RUN OF ADJACENT ARTERIAL & COLLECTOR ROADS)
RESIDENTIAL AREA:	6.48 ACRES
SHARED USE CHAMBER AREA:	4.38 ACRES
LOT SIZE:	87' x 157'
NO. OF LOTS:	04
GROSS DENSITY:	5.17 DENS/AC
NET DENSITY:	3.02 DENS/AC
OPEN SPACE:	1.11 AC (IN. WITH SHARED USE CHAMBER)
OPEN SPACE (PBL. AREA):	0.16 AC
TURF AREA:	8,622.64 LBS (11% OF OPEN SPACE)

KEYNOTES

1	GATED PARK ENTRY	6	EXIT ONLY GATE
2	ENTRY INFORMATION SIGN	7	TURN
3	IF CONTRACTED GRANITE PATH	8	HALLBOX
4	IF CONTRACTS SIDEWALK	9	POSTERMAN GATE
5	PARK AMENITY AREA		

Landscape, Walls and Amenities



1 MAIN AMENITY ENLARGEMENT
Scale: 1" = 20'-0"



BENCH WITH BACK
By Webcor
Model: SWBCLASSICWINGLINES - Color Green



PICNIC TABLE
By Webcor
Model: TBSROLLPEDS - Color Green



TRASH RECEPTACLE
By Webcor
Model: TRS2CLASSIC - Color Green



PLAY STRUCTURE
Landscape Structures
Design # 138



RAMADA
Classic Recreation, Roof: Bronze, Columns: Green
Model: 10' x 20' Mesa 105-30



BBQ GRILL
DuMor
Model: 21-00 - Black

KEYNOTES

1 TOT LOT	5 5' COMPACTED DG PATH
2 RHOMBUS WOOD FIBER PLAY SURFACE	6 PEDESTAL GATE
3 10' x 20' RAMADA W/ PICNIC TABLE & TRASH RECEPTACLE	7 LANDSCAPE BENCH
4 5' CONCRETE SIDEWALK	8 BARBECUE GRILL

Landscape, Walls and Amenities



- LEGEND
- 1 ENTRY MONUMENT SIGN
 - 2 VEHICLE ENTRY SLIDE GATE
 - 3 PEDESTRIAN GATE
 - 4 8' COMPACTED DECOMPOSED GRANITE PATH
 - 5 8' CONCRETE DRIVEWAY
 - 6 PARKING WITH TREES WALL (SEE WALL PLAN)

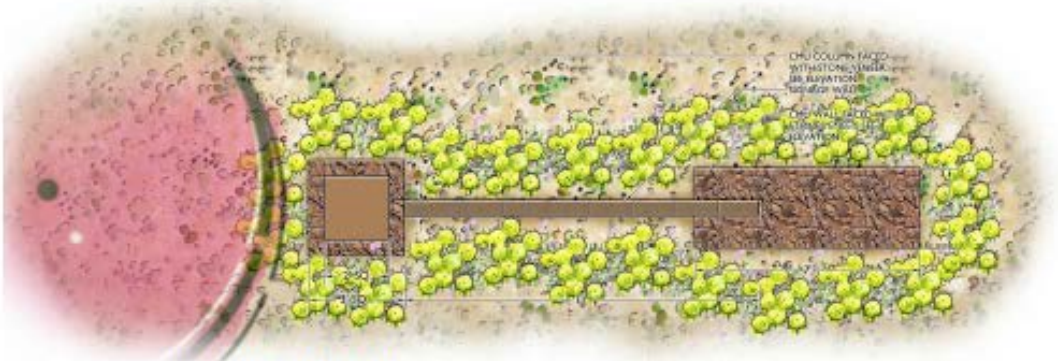
1 CONCEPTUAL COMMUNITY ENTRY PLAN
1" = 30'-0"



2 ENTRY MONUMENT ELEVATION
NTS



4 MAILBOX
NTS



3 ENTRY MONUMENT PLAN
NTS

WALLS LEGEND

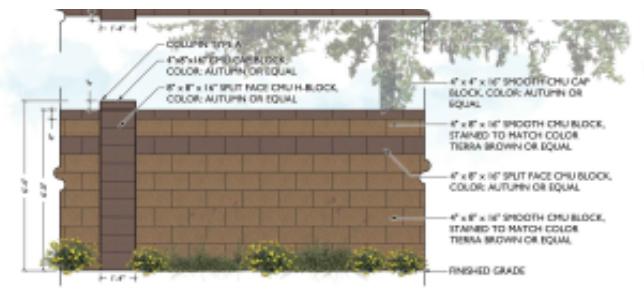
SYMBOL	ITEM
□	DECORATIVE COLUMN TYPE A
□	DECORATIVE COLUMN TYPE B
—	PRIMARY THEME WALL
---	SECONDARY THEME WALL
---	PARTIAL VIEW WALL TYPE A
---	PARTIAL VIEW WALL TYPE B
—	8" CONCRETE SIDEWALK
—	8" COMPACTED DIRT TRAIL



FS15-205 Southgate at Canyon Ridge West



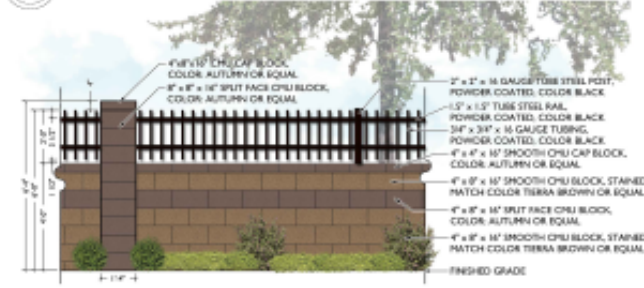
Landscape, Walls and Amenities



1 PRIMARY THEME WALL WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



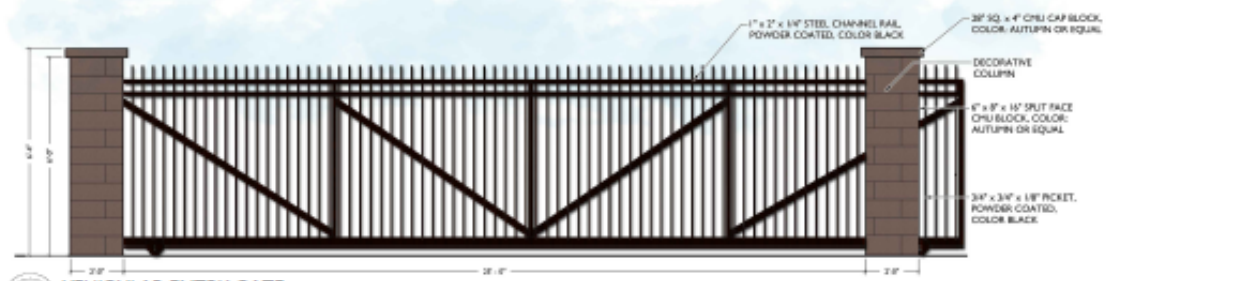
2 SECONDARY THEME WALL WITH 'COLUMN B'
Scale: 1/2" = 1'-0"



3 PARTIAL VIEW WALL TYPE A WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



4 PARTIAL VIEW WALL TYPE B WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



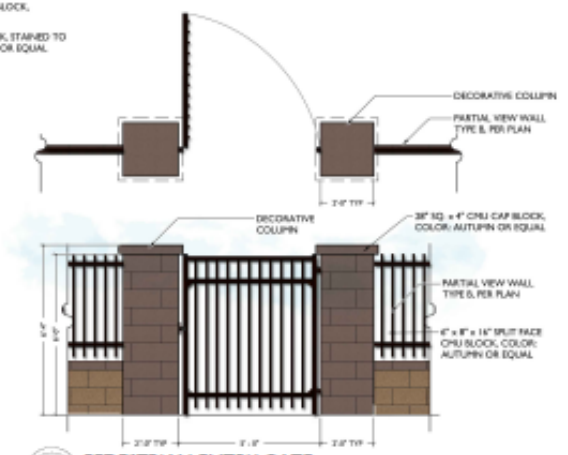
5 VEHICULAR ENTRY GATE
Scale: 1/2" = 1'-0"



SPLIT FACE CMU BLOCK
Color: Autumn by Superlite Block or Equal



CMU BLOCK
Color: Terra Brown by Superlite Block or Equal



6 PEDESTRIAN ENTRY GATE
Scale: 1/2" = 1'-0"



Citizen Outreach

- Notification
- Citizen Review meeting on July 20, 2015

Commission Recommendations:

- Scheduled for Planning and Zoning Commission review on November 19, 2015
- Commission recommendation unknown as of this writing

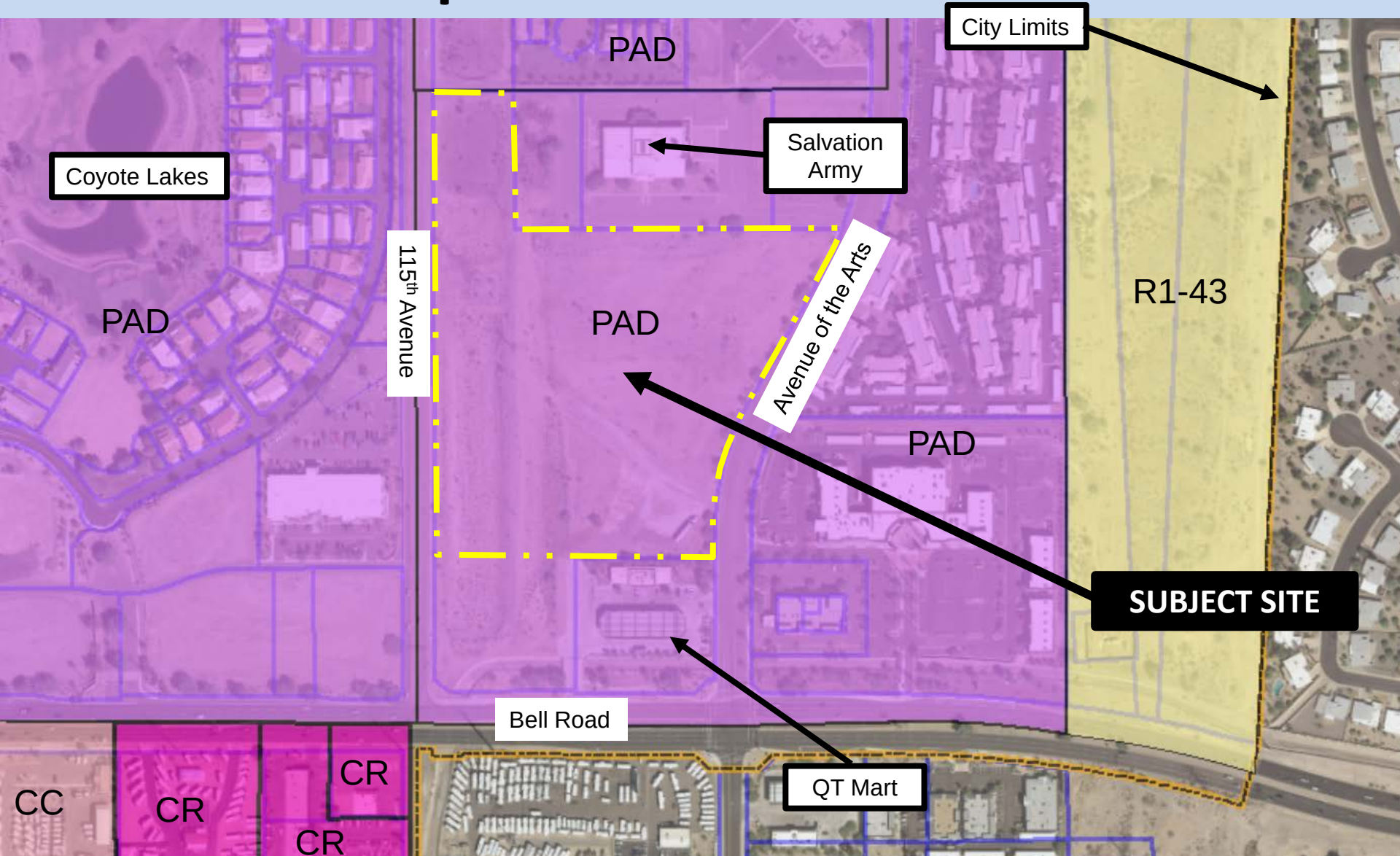
Questions or Comments?



FS15-205 Southgate at Canyon Ridge West



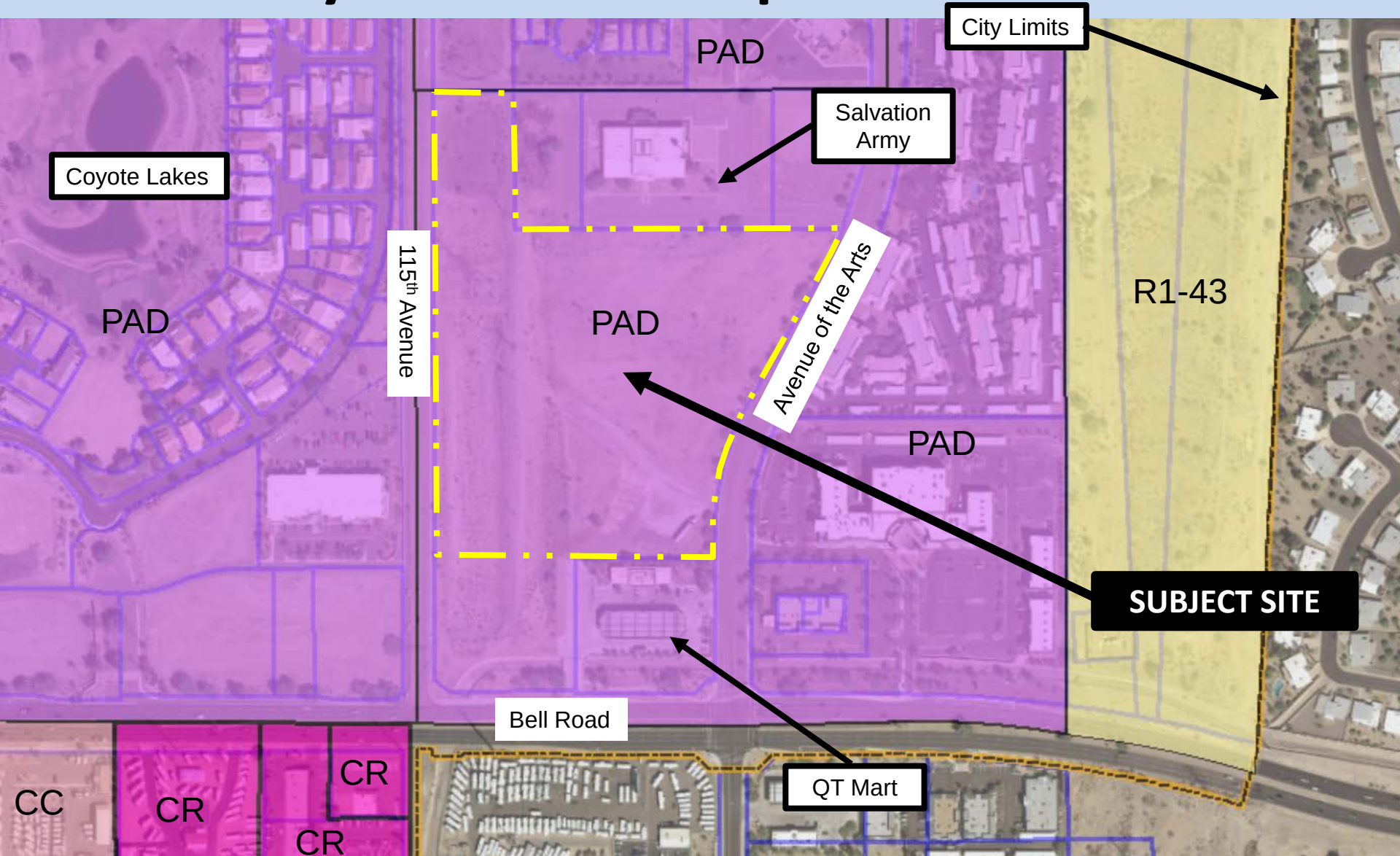
PADA Case Map



FS15-205 Southgate at Canyon Ridge West



Preliminary Plat Case Map



Canyon Ridge West
PAD Amendment & Preliminary Plat

For

SouthGate at Canyon Ridge

A Gated Residential Community
North of the Northeast Corner of 115th Avenue and Bell Road, and
along Avenue of the Arts



Development Plan Narrative

Submitted to:
City of Surprise
Planning Department
16000 N. Civic Center Plaza
Surprise, AZ 85374
623-222-1000

Submitted: May 19, 2015
Revised: August 5, 2015
August 27, 2015
October 16, 2015

PROJECT TEAM

DEVELOPER

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I. INTRODUCTION

The name is new to Phoenix, but the people behind Garrett-Walker Homes have been locally building new homes for over 25 years. These home building professionals have nearly 100 years of combined experience in building quality home throughout the state. Starting in the 1970s, the Garrett-Walker team began building homes with an emphasis on family friendly floor plans, value, and quality construction. This tradition continues today at Garrett-Walker Homes. Garrett-Walker Homes is a local, Arizona based company that values its contribution to support community growth and development of the local economy in the City of Surprise.

II. DEVELOPMENT OVERVIEW & REQUEST

The City of Surprise has a number of high-quality, residential communities. As the City grows, the variety within the available housing options will continue to grow. While the City has a number of 55 and over gated, residential communities, there are only a handful of non-age restricted communities that offer traditional single family homes. The purpose of this application, submitted on behalf of Garrett-Walker Homes (Garrett-Walker), is to (1) amend the Canyon Ridge West Planned Area Development (PAD), and (2) process a preliminary plat and landscape open space plan approval for forty-nine (49) single-family residential lots to allow for the development of Parcel 1 (Lot 2) as an intimate, gated, residential community that will be known as “SouthGate at Canyon Ridge” (the “Property”). The property encompasses approximately 15.5 gross acres (13.8 net acres) and is located just north of the northeast corner of 115th Avenue and Bell Road, along Avenue of the Arts. Garrett-Walker Homes builds “enclave” communities that create quaint living environments in the heart of developed areas and believes the Property is well suited for the next Garrett-Walker subdivision; it is centrally located within an existing development, with easy access to regional transportation corridors.

To bring Southgate to the City of Surprise, Garrett-Walker is proposing to amend the PAD for Parcel 1 (Lot 2) from High-Density Residential to the Low-Density Single Family Residential category provided for original PAD (Case No. PAD97-006). The preliminary plat details the development plan of 49 lots with a typical lot size of 45x115 (5,175 sq. ft.). This application provides an opportunity for the City to increase compatible single-family detached development to the area, and provide a gateway for the already developed single-family homes. A Land Use Map is provided in **Exhibit A**, which illustrates the original, current and proposed land uses.

III. EXISTING CONDITIONS

- A. The Area.** The Property is bound on the north by a Salvation Army, on the south by QuikTrip, on the west by 115th Avenue and on the east by Avenue of the Arts. Richmond American has developed The Village at Canyon Ridge, a multi-family residential housing community, just north of the Salvation Army, and Canyon Ridge Apartments are along the east side of Avenue of the Arts.
- B. Current Land Use and Zoning within the PAD.** The land uses within the PAD have evolved since its approval in 1997. Parcels 5 and 6 are completed single-family residential communities. Parcel 4 and portions of Parcels 2 and 3 are developed single-family residential communities. The east one-half of Parcel 3 is the location of a small community church and the east one-half of Parcel 2 is the location of the Salvation Army. Parcel 7 is the location of the Canyon Ridge Apartments. Parcel 8 is developed as community commercial. Lot 1 of Parcel 1 is the location of the QuikTrip convenience store. Lot 2 of Parcel 1 is currently vacant and the subject property of this amendment.
- C. Physical Features.** The Property is an undeveloped, vacant open lot. The site is relatively flat with an approximately 8 feet of fall from the northwest corner to the southeast corner of the site. Existing site vegetation includes sagebrush, bushes, and other small groundcover. The western 5.6 acres of the property are within the Western Area Power Administration (WAPA) drainage channel. The drainage channel will remain unobstructed for upstream runoff.
- D. Hydrology and Site Location Relative to Known FEMA Flood Hazard Zones.** The Maricopa County, Arizona and Incorporated Areas Flood Insurance Rate Map (FIRM) Panel number 04013C1245L, revised October 16, 2013, shows the site is located within Zone X. Zone X is defined as:

Areas of 0.2% annual chance of 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 area protected by levees from 1% annual chance flood.

IV. AMENDMENT TO THE PLANNED AREA DEVELOPMENT FOR PARCEL 1 (LOT 2)

- A. **Current Zoning.** The Property was originally zoned Community Commercial, and then amended to High Density Residential (9-22 DU/AC) in 2007 to facilitate a 200 unit apartment complex called “The Seasons at Surprise PAD Amendment.”
- B. **Proposed Land Use and Zoning.** An amendment to the PAD from High Density Residential (9-22 DU/AC) to Low Density Residential (2-6 DU/AC) will enable the project to develop Parcel 1(Lot 2) as a gated, single-family community, and within the same standards applicable to the remaining portions of the Canyon Ridge West Development as set forth in PAD 97-06, except as modified herein.
- C. **Current and Proposed Density within the PAD.** The Canyon Ridge West PAD and subsequent amendments provide for an overall unit count of 1,096, which translates to an overall gross density of 4.57 DU/AC. The current number of approved units for Parcel 1 (Lot 2) is 200 units. If this application is approved, the overall density would be further reduced to 3.94 DU/AC, with an overall unit count of 945. The gross acreage includes a 13-acre power line easement. After deducting the power line easement area, the overall proposed density for the overall PAD is 4.16 DU/AC.

Canyon Ridge West PAD Residential Matrix		
	Units Approved	Overall PAD Density
Original PAD Approval	1,432	5.97 du/ac (6.31 du/ac minus power line easement)
Current PAD Approval	1,096	4.57 du/ac (4.82 du/ac minus power line easement)
SouthGate at Canyon Ridge PAD Amendment	945	3.94 du/ac (4.16 du/ac minus power line easement)

- D. **Conformance with the City of Surprise General Plan.** Approval of this application will bring the zoning in line with the vision of the General Plan and intended uses, densities and intensities for the Property. The City of Surprise 2035 General Plan designates the subject property and the entire Canyon Ridge West PAD area as Low Density Residential, which allows a maximum density of five (5) DU/AC. The proposed overall residential density of 3.94 du/ac is within the allowable density for the Low Density Residential General Plan designation.

V. PUBLIC FACILITIES AND SERVICES

This PAD amendment will not adversely affect municipal and private facilities and services. Similarly, this PAD request will not have an adverse effect on existing or future public and private open space, recreation, schools or library facilities. The following list identifies public and private services for SouthGate at Canyon Ridge:

Water:	The property falls within the jurisdiction of EPCOR.
Sewer:	Transport of waste water is to be provided by EPCOR. Treatment of waste water is to be provided by the City of Tolleson.
Power:	Arizona Public Service.
Gas:	Southwest Gas.
Solid Waste:	City of Surprise
Schools:	Dysart Unified School District #89. There is an existing agreement with the District to provide for a per-lot contribution to accommodate future school facilities in the area. As the unit count proposed in this Amendment will bring the density down, there will not be an increase beyond what was contemplated during the amendment process to High Density Residential.
Police:	City of Surprise.
Fire:	City of Surprise.
Parks:	A 2-mile vicinity map of the adjacent parks and recreation centers is provided in <u>Exhibit B</u> .

VI. CIRCULATION

A. Traffic Circulation. Since the original approval of the Canyon Ridge West PAD, the anticipated traffic generated by the development of the Property has been reduced-initially by the downzoning from Community Commercial to High Density Residential, and now with the further reduction to Low Density Residential. The existing circulation system planned as part of the original Canyon Ridge West PAD supports a 49-lot single family development at this location.

1. Vehicular Access. SouthGate at Canyon Ridge is proposed to be a gated community, with private streets that are owned and maintained by the sub-homeowners association. Access to SouthGate is provided via Avenue of the Arts, which is a public collector street. It is important to note that Avenue of the

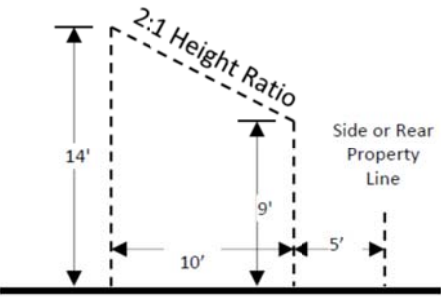
Arts provides direct access to the nearest arterial street, Bell Road, to the south and eliminates the impact of any additional vehicular traffic on other parcels in Canyon Ridge. Primary access into the community is provided from a focal gated entry point at the north along Avenue of the Arts. The south point of access is for residential egress and emergency vehicle ingress and egress only. Points of access are depicted on the enclosed preliminary plat.

- 2. Deviation from Street Sections.** A primary component of the PAD Amendment request is to provide a private street section detail for the internal residential local streets. The local internal streets will be defined as a 42-foot private street with a 32-foot back-of-curb to back-of-curb (b/c to b/c) street width and 5-foot sidewalks on both sides. The 32' b/c to b/c street width can allow parking on both sides. A Homeowners' Association will be formed for ownership and maintenance of streets, sidewalks, street lights, street signs and common landscape tracts. An 8-foot Private Roadway Easement (P.R.E.) on both sides of the private street will be dedicated to the Homeowners' Association. This easement will be for public access and the construction, installation, improvement, reconstruction, removal, maintenance, operation and repair of roadways, drainage structures, underground utilities, sidewalks, street lights, street signs and related facilities. The street cross section is detailed on the companion preliminary plat. The internal private street will be built in conformance with City of Surprise minimum construction standards and requirements.

- B. Pedestrian Circulation.** SouthGate at Canyon Ridge will provide for internal and external pedestrian connections, and will ultimately provide for access to the trail, being developed jointly by the City of Surprise and the Maricopa County Flood Control District. View corridors and pedestrian connections will be incorporated throughout. Internal sidewalks will provide connection to each of the residential lots, open space areas and amenities within the development. Internal sidewalks will also connect to external sidewalks to allow residents access to the commercial development east of the property and the Salvation Army north of the property.

VII. PROPOSED DEVELOPMENT STANDARDS

- A. Development Standards.** The Original PAD provided for Development Standards in Section V of that application. Those are summarized in Exhibit J to that document and are included with this application for ease of reference as **Exhibit C**. The resulting lot development standards proposed for SouthGate at Canyon Ridge are outlined in the table on the following page, and are compared with the existing development standards for Canyon Ridge Parcel 6. It should be noted that the proposed R1-5 lot development standards for this development meet or exceed those established for Canyon Ridge Parcel 6.

DEVELOPMENT STANDARDS FOR PARCEL I, LOT 2 OF SOUTHGATE AT CANYON RIDGE WEST		
The following table compares the proposed development standards for proposed Parcel I, Lot 2 against the existing development standards for Parcel 6 ⁽³⁾ .		
	Existing standards for Canyon Ridge West PAD (Parcel 6)	Proposed standards for Canyon Ridge West PAD (Parcel I, Lot 2)
Zoning District	R1-5 (PAD)	R1-5 (PAD)
Min. Lot Area	4,400 sq. ft.	5,000 sq. ft.
Min. Lot Width	40'	45'
Min. Setbacks		
Front	18' ⁽¹⁾	18'
Side	5'/5'	5'/5'
Corner Side	13'	5' (adjacent to 10' tract provided)
Rear	20'	15'
Max. Lot Coverage	N/A	55%
Max. Building Height (Principal or Main Dwelling)	N/A	30'
Max. Building Height (Detached Accessory Building)	N/A	9' as measured 5' from the rear or side lot line, with a 2' horizontal to 1' vertical increase in height up to a maximum height of 14'. ⁽²⁾
Wall & Column Height	6'	All development theme walls and view fence segments shall be no greater than 6' in height. Wall and entry gate columns shall be allowed to increase in height up to a maximum of 7'.
Footnotes:		
⁽¹⁾ Vary Front Yard Setbacks 18' to 23' with 3' minimum offset and not more than two units with the same setback.		
⁽²⁾ 		
⁽³⁾ Refer to the "Proposed" PAD layout in Exhibit A of this document.		

- B. Development Plan.** The size, scale and environment of the site are appropriate for a single-family residential community. The development plan has been designed to harmonize and work with the existing and proposed land uses, and to minimize impacts and disturbances to adjacent land uses. Lot placement and internal street

alignments have been designed to work efficiently and to provide capability with the surrounding area. As previously mentioned, the proposed development plan consists of 49 total lots with a typical lot size of 45'x115' (5,175 sq.ft.) and a minimum lot size no less than 5,000 sq. ft. The Preliminary Plat is enclosed as **Exhibit D**.

- C. **Open Space and Amenities.** SouthGate at Canyon Ridge West will contain open space and amenities to provide its residents with an opportunity to interact, socialize and gather as family and friends, creating a greater sense of community and togetherness. Open Space has been provided to accommodate trails and connectivity, facilitate buffers and provide passive areas and active areas for adults and children that includes a centralized tot-lot and ramada amenity area. Open areas include 1.51-acres, 15.96% of the residential net site area.
- D. **Landscaping.** The landscaping theme for SouthGate at Canyon Ridge has been designed to complement the theme that is already in place for Canyon Ridge West. Generous open space is provided at the primary and secondary entries and along the Avenue of the Arts frontage is planned to create an exclusive, single-family neighborhood on this infill parcel. The landscaping will be designed to promote water conservation through the use of low-water and desert adapted plant materials. The planting of mature trees at the entry, shrubbery, accent plants and other vegetation at the entry will provide an established landscaping appearance and character upon opening of the development. See **Exhibit E** for the Preliminary Landscape Plan.
- E. **Signage.** An entry monument signage has been incorporated at the primary gated entry and has been designed per Chapter 113 of the Surprise Municipal Code. Conceptual entry monumentation is illustrated in the companion preliminary landscape design package. More particularly, the colors and materials reflect the theme and character of the project and overall PAD development. A sign package identifying size, materials and colors will be submitted as part of the construction permitting review and approval process.
- F. **Architecture.**
 - a. **Exterior Variations.** Garrett-Walker Homes has designed single-family residences to harmonize with the existing area development, and to enhance and maintain the quality and integrity of neighborhoods in the City of Surprise. Proposed conceptual building floor plans and elevations are provided as **Exhibit F**. Building elevations will be consistent with the City's Residential Design Guidelines providing distinctive details such as covered front entries, distinct and varied elevations, a choice of floor plans, varying rooflines, along with a variety of complementary colors, a variety of materials

and architectural accents. Final architectural details will be provided for the City's consideration and Home Product Review prior to a request for building permits for any of the residential units. Garret-Walker recognizes that the PAD is located at the gateway to the City and special consideration will be provided to reflect the City of Surprise's character and image.

- G. Grading and Drainage Concept.** Retention will be provided on-site along the western boundary, adjacent to the existing WAPA drainage channel. The retention basin will comply with the Flood Control District of Maricopa County (MCFCD) Drainage Policies and Standards Policy 3.6.6 First Flush requirements. MCFCD has established this level of control for new development to adhere to stormwater pollution prevention practices. The standard consists of retaining the first 0.5 inches of direct runoff from a storm event. The retention basin will discharge into the adjacent WAPA drainage channel after retaining and treating the first flush.

VIII. PHASING SCHEDULE

SouthGate at Canyon Ridge will be developed as one phase, adjacent arterial landscape improvements, access points from Avenue of the Arts and all interior private street streets will be developed with the initial construction as will all other on-site improvements.

IX. HOMEOWNERS ASSOCIATION

SouthGate at Canyon Ridge will be incorporated as part of the existing Canyon Ridge Homeowners Association (HOA); however, a separate sub-association for the community will be formed. The private streets, open space areas and recreational amenities will be owned and maintained by the sub-association.

X. SUMMARY

This PAD amendment will allow Garrett-Walker to develop a private, gated single-family community that will support the growth and development of the City of Surprise. As the City continues to develop at an accelerated pace, the demand for premium single-family housing will continue to rise. Garrett-Walker's proposed amendment will help to support the intent of the original PAD to create a high quality urban community.

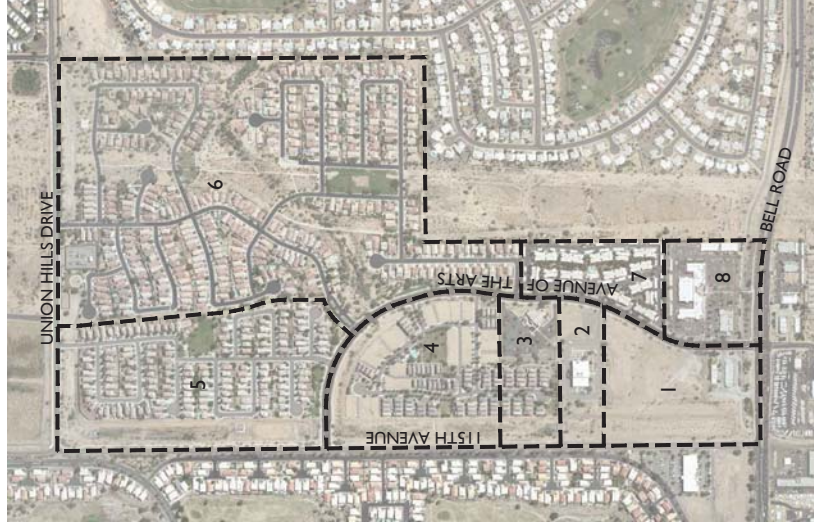
APPENDIX EXHIBITS

- A.** Land Use Map
- B.** 2-Mile Vicinity Map of Parks and Recreation Centers
- C.** Original PAD Development Standards
- D.** Preliminary Plat
- E.** Preliminary Landscape Plan
- F.** Building Floor Plans and Elevations

Exhibit A

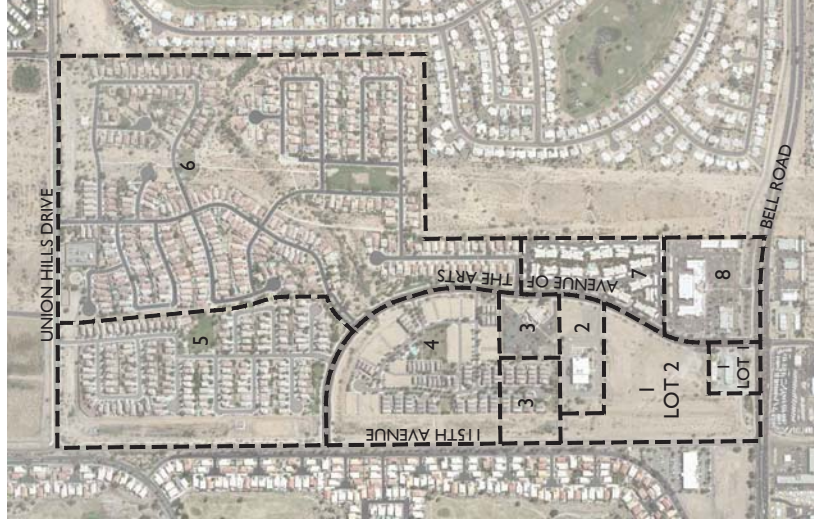
LAND USE MAP FOR SOUTH GATE AT CANYON RIDGE WEST

ORIGINAL



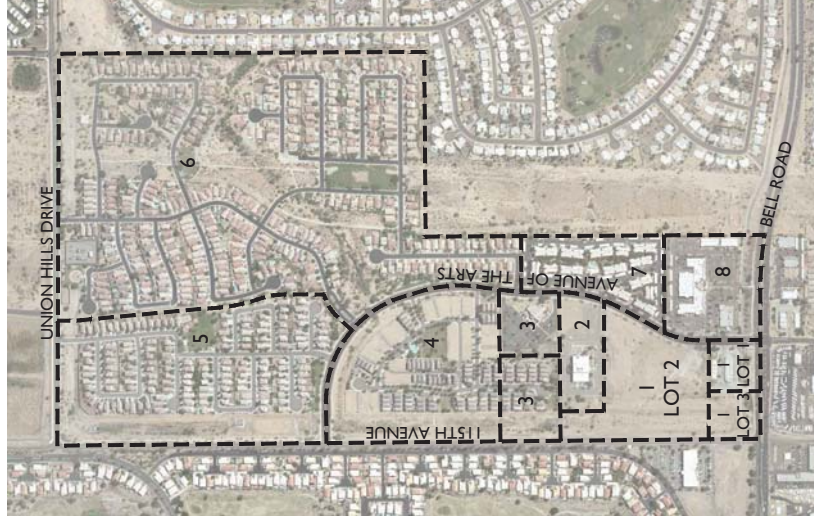
PARCEL	USE	AREA (AC)
1	COMMUNITY COMMERCIAL	16.41
2	COMMUNITY COMMERCIAL	10.78
3	HIGH DENSITY RESIDENTIAL	9.19
4	COMMUNITY COMMERCIAL	23.27
5	HIGH DENSITY RESIDENTIAL	42.12
6	SINGLE FAMILY RESIDENTIAL	112.38
7	HIGH DENSITY RESIDENTIAL	10.20
8	COMMUNITY COMMERCIAL	10.07

CURRENT



PARCEL	USE	AREA (AC)
1, LOT 1	COMMUNITY COMMERCIAL	1.50
1, LOT 2	HIGH DENSITY RESIDENTIAL	16.12
2	COMMUNITY COMMERCIAL	9.57
3	COMMUNITY COMMERCIAL	3.74
3	SINGLE FAMILY RESIDENTIAL	5.45
4	SINGLE FAMILY RESIDENTIAL	23.27
5	SINGLE FAMILY RESIDENTIAL	42.12
6	SINGLE FAMILY RESIDENTIAL	112.38
7	HIGH DENSITY RESIDENTIAL	10.20
8	COMMUNITY COMMERCIAL	10.07

PROPOSED



PARCEL	USE	AREA (AC)
1, LOT 1	COMMUNITY COMMERCIAL	1.50
1, LOT 2	SINGLE FAMILY RESIDENTIAL	13.90
1, LOT 3	HIGH DENSITY RESIDENTIAL	2.32
2	COMMUNITY COMMERCIAL	9.57
3	COMMUNITY COMMERCIAL	3.74
3	SINGLE FAMILY RESIDENTIAL	5.45
4	SINGLE FAMILY RESIDENTIAL	23.27
5	SINGLE FAMILY RESIDENTIAL	42.12
6	SINGLE FAMILY RESIDENTIAL	112.38
7	HIGH DENSITY RESIDENTIAL	10.20
8	COMMUNITY COMMERCIAL	10.07



Exhibit B



Job No.
15-072
EX B
Sheet No.
1 of **1**

Project
Preliminary
Not For
Construction
Or
Recording

Drawn By
DCH

Check By
JH

Date
15-07-2015

Project
SOUTH GATE AT CANYON RIDGE WEST
SURROUND, AZ

2 MILE VICINITY MAP - EXHIBIT B

EPS GROUP
2045 S. VINHARD AVE., SUITE 101
MESA, AZ 85210
T: 480.503.2250 | F: 480.503.2258
WWW.EPSGROUPINC.COM

LEGEND
PROJECT SITE
2 MILE RADIUS
PARKS

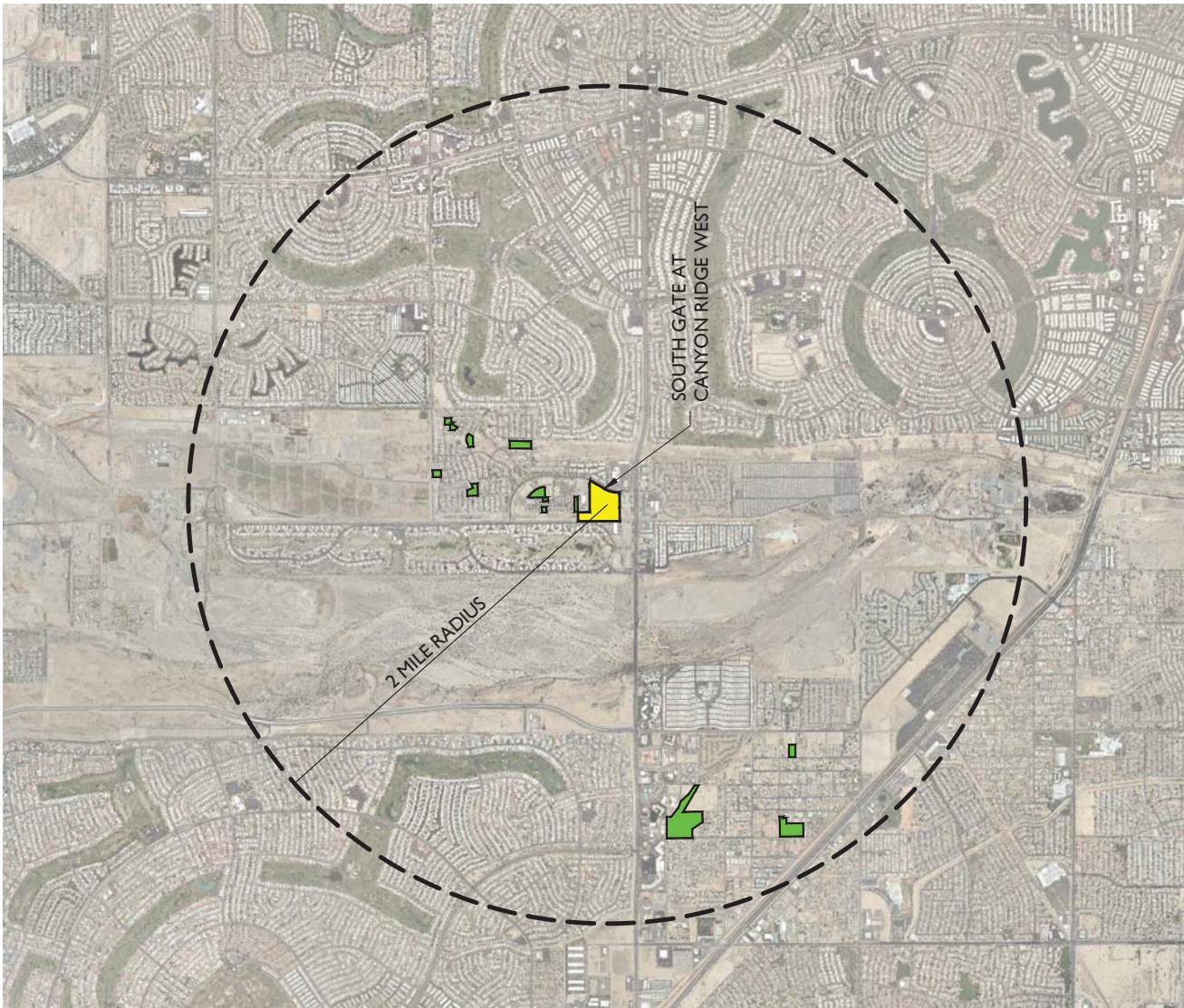


Exhibit C

**CANYON RIDGE WEST
SURPRISE, ARIZONA
AMENDED DEVELOPMENT STANDARDS
FOR SINGLE FAMILY RESIDENTIAL**

PARCEL NUMBER	PROPOSED ZONING	MINIMUM LOT AREA		MINIMUM LOT WIDTH		MINIMUM SETBACK REQUIREMENTS							
		ORD.	PRO.	ORD.	PRO.	FRONT	REAR	INTERIOR SIDE		ORD.	PRO.	ORD.	PRO.
6	PAD R1-5	5500	440	50'	40' & 43'	20'	20'	18'	20'	20'	20'	10'	5'
		5500	6050	50'	55'	10'	20'	18'	20'	20'	20'	10'	5' & 8'

VARY FRONT YARD SETBACKS 18' TO 23' WITH 3' MINIMUM OFFSET AND NO MORE THAN TWO UNITS WITH SAME SETBACK

**AMENDED DEVELOPMENT STANDARDS
FOR MULTI FAMILY RESIDENTIAL**

PARCEL NUMBER	PROPOSED ZONING	MINIMUM LOT AREA		MINIMUM LOT WIDTH		MINIMUM SETBACK REQUIREMENTS							
		ORD.	PRO.	ORD.	PRO.	FRONT	REAR	INTERIOR SIDE		ORD.	PRO.	ORD.	PRO.
5	PAD R-2	3000	800	70'-80'	60'-70'	20'	20'	20'	20'	10'	10'	20'	20'
3 AND 4	PAD R-3 (RC)	2000	2000	90'	32'	20'	20'	*15'	5'	15'	5'	20'	15'

*3' OFF OF BACK OF CURB OF PRIVATE DRIVE

**CANYON RIDGE WEST
SURPRISE, ARIZONA**

**AMENDED DEVELOPMENT STANDARDS
FOR COMMERCIAL PARCELS**

PARCEL NUMBER	PROPOSED ZONING	MINIMUM LOT AREA		MINIMUM LOT WIDTH		MINIMUM SETBACK REQUIREMENTS							
						FRONT		REAR		INTERIOR SIDE		CORNER SIDE	
		ORD.	PRO.	ORD.	PRO.	ORD.	PRO.	ORD.	PRO.	ORD.	PRO.	ORD.	PRO.
1, 2, AND 8	PAD C-2	**	**	100'	100'	35'	35'	15'	15'	15'	15'	25'	25'

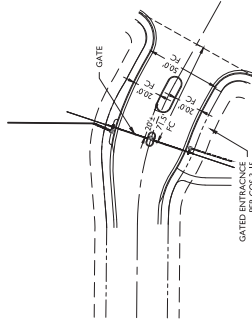
** TO BE DETERMINED BY BUILDING AREA AND PARKING REQUIREMENTS

Exhibit D

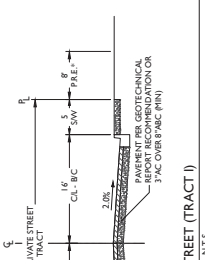
Loc Table		Loc Table		Loc Table		Loc Table		Loc Table	
Leaf	Area	Leaf	Area	Leaf	Area	Leaf	Area	Leaf	Area
1	5637.37	10	5613.97	19	5175.00	28	5175.00	37	6013.33
2	5777.87	11	5609.95	20	5175.00	29	5173.94	38	5850.03
3	5771.65	12	5605.93	21	5175.00	30	5173.94	39	5173.94
4	5679.47	13	5634.91	22	5123.19	31	5175.00	40	5163.76
5	5681.19	14	5175.00	23	6001.68	32	5175.00	41	5175.00
6	5642.15	15	5170.00	24	5175.00	33	5664.49	42	5175.00

Ler Table			Ler Table			Ler Table			Ler Table			Ler Table			Ler Table		
Ler #	Area	Perim	Ler #	Area	Perim	Ler #	Area	Perim	Ler #	Area	Perim	Ler #	Area	Perim	Ler #	Area	Perim
1	5607.37	19	5175.00	28	5175.00	37	4601.33	44	5175.00	38	5080.41	39	5080.41	40	5175.00	41	5175.00
2	5772.87	20	5175.00	29	5175.00	38	5080.41	45	5175.00	39	5080.41	40	5175.00	41	5175.00	42	5175.00
3	5718.86	22	5627.93	21	5175.00	39	5078.94	46	5175.00	40	5175.00	41	5175.00	42	5175.00	43	5175.00
4	5679.47	23	5649.49	22	5213.91	40	5175.00	47	5175.00	41	5175.00	42	5175.00	43	5175.00	44	5175.00
5	5641.19	24	5718.86	23	6081.32	41	5175.00	48	5175.00	42	5175.00	43	5175.00	44	5175.00	45	5175.00
6	5682.85	25	5175.00	24	5175.00	42	5175.00	49	5175.00	43	5175.00	44	5175.00	45	5175.00	46	5175.00
7	5626.27	26	5175.00	25	5195.61	43	5248.93	50	5175.00	44	5175.00	45	5175.00	46	5175.00	47	5175.00
8	5660.99	27	5246.60	26	5246.60	44	5097.34	51	5175.00	45	5175.00	46	5175.00	47	5175.00	48	5175.00
9	5606.99	28	5175.00	27	5175.00	46	4254.56	52	5086.49	46	5086.49	47	5086.49	48	5086.49	49	5086.49

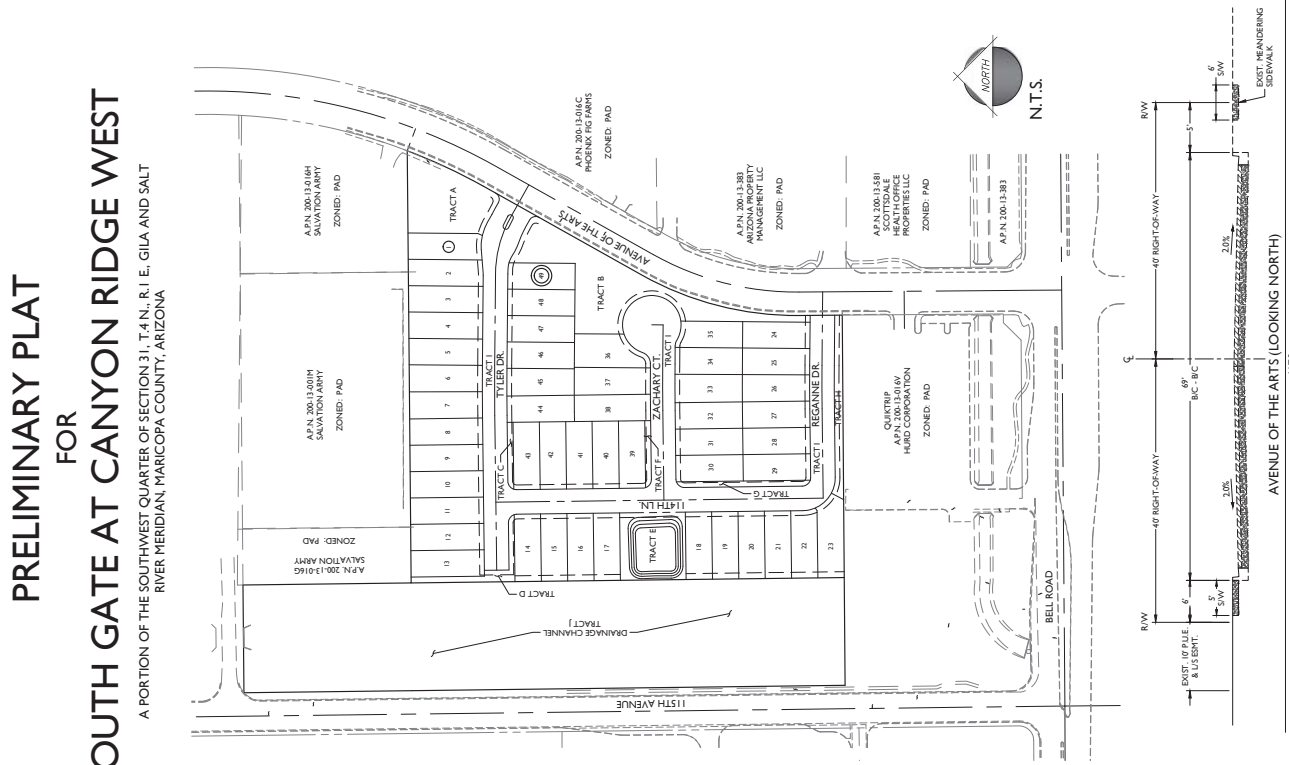
TRACT USE TABLE			AREA (AC)
TRACT	USE	AREA (SF)	
A	LANDSCAPE OPEN SPACE	15717	0.36
B	LANDSCAPE OPEN SPACE INHIBIT	26532	0.60
C	LANDSCAPE OPEN SPACE	1106	0.025
D	LANDSCAPE OPEN SPACE	1941	0.045
E	LANDSCAPE OPEN SPACE RETENTION	12910	0.296
F	LANDSCAPE OPEN SPACE	1106	0.025
G	LANDSCAPE OPEN SPACE	2121	0.051
H	LANDSCAPE OPEN SPACE	4975	0.103
I	PRIVATE STREET	88976	1.857
J	WALK / DRAINAGE CHANNEL	189898	4.336
	TOTAL OPEN SPACE	68819	1.501
	TOTAL TRACT AREA	335603	7.704



GATE ENTRANCE



SIDEWALK, STREET LIGHTS, STREET SIGNS, AND LANDSCAPING.
TO THE HOMEOWNERS ASSOCIATION. THIS EASEMENT WILL BE
ATION, IMPROVEMENT, RECONSTRUCTION, REMOVAL,
& DRAINAGE STRUCTURES, UNDERGROUND UTILITIES, SIDEWALKS,



A map showing the location of the Project Site. The site is a yellow-shaded rectangular area bounded by 115th Avenue to the north, Avenue of the Arts to the east, and Roswell Blvd to the south. To the west of the site is Tanagerie Sec 31. Further west is Union Hills Drive, which runs parallel to 107th Avenue. A north arrow is located in the upper left corner of the map.

DEVELOPER:
GARRETT-WALKER HOMES
1599 E. ORANGEWOOD AVE., STE. 150
PHOENIX, AZ 85020
TEL: (480) 407-6580
CONTACT: RICK TAYLOR

CONSULTANT:
EPG GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480) 503-2250
FAX: (480) 503-2258
CONTACT: JOHN MCGHEE, P.E.

A.P. N. 200-13-016X
CURRENT LAND USE: UNDEVELOPED
EXISTING GENERAL PLAN: LOW DENSITY RESIDENTIAL
EXISTING ZONING: PAD
GROSS AREA: +/- 15.47 ACRES
(INCLUDES ROW OF ADJACENT
ARTERIAL & COLLECTOR ROAD)

9.46 ACRES	RESIDENTIAL AREA:
4.34 ACRES	DRAINAGE CHANNEL AREA:
LOT SIZE:	
45' x 115'	
NO. OF LOTS:	
49	
GROSS DENSITY:	
3.17 DU/AC	

GENERAL NOTES

4. THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED MINIMUM STANDARDS AS MODIFIED HEREIN.
5. THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR STREET LIGHTS.
6. THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURREY WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.
7. SPECIAL WATER HAS BEEN DESIGNATED AS THE WATER SERVICE REQUIRED

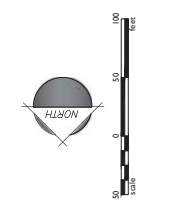
MIN. LOT AREA	5,000 SQ. FT.
MIN. LOT DIMENSIONS	45' N/A
MIN. BUILDING SETBACKS	18' 5' / 5'

MAX. BUILDING HEIGHT
PRINCIPAL / MAIN DWELLING
DETACHED ACCESSORY BLDG.

BASIS OF BEARING
THE WEST LINE OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST
IN HEIGHT UP TO A POOL OF

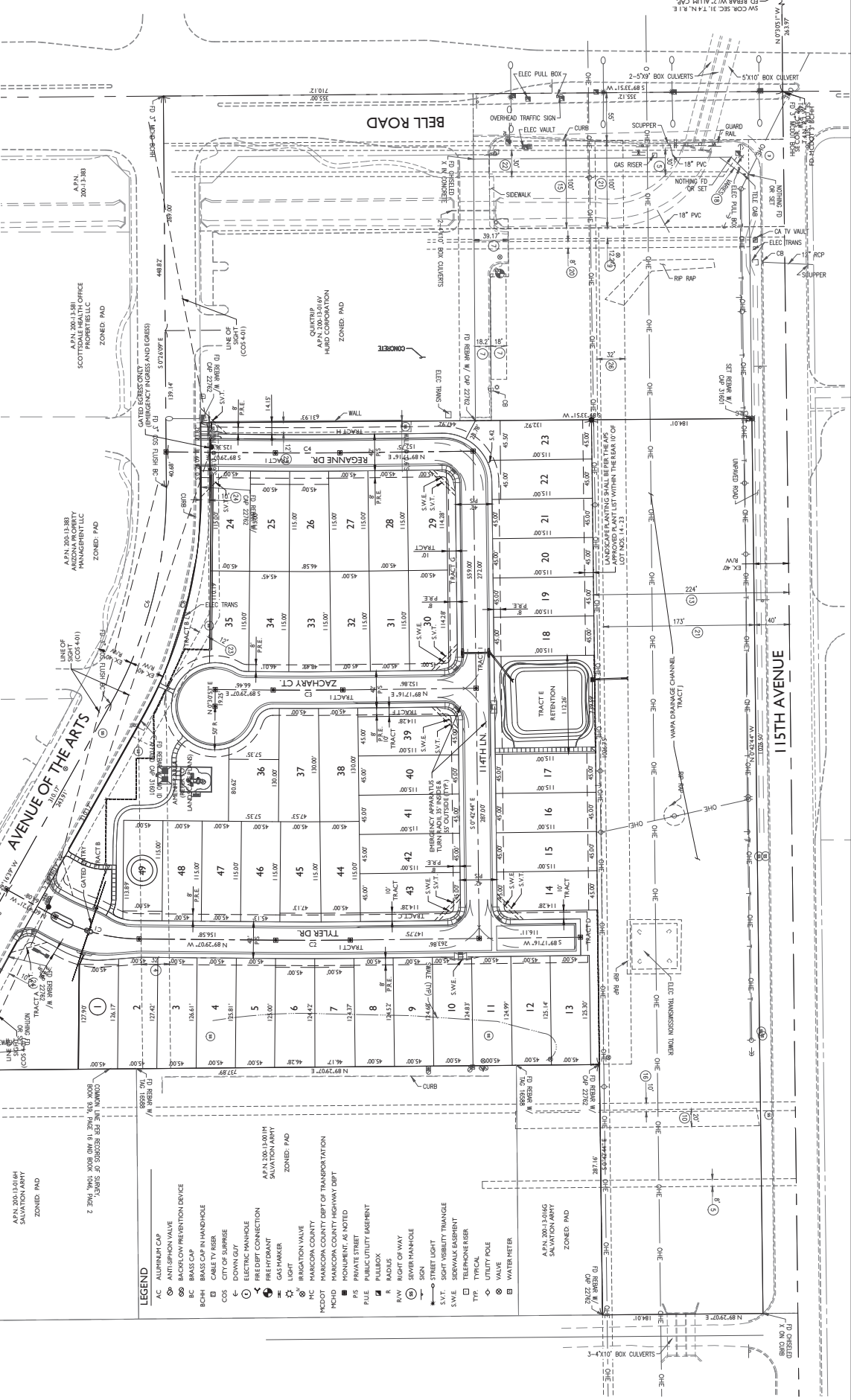
WATER
SEWER
GAS
ELECTRIC
TELEPHONE
CABLE TV
FIRE
POLICE
EPCOR WATER
CITY OF SURPRISE
SOUTHWEST GAS
ARIZONA PUBLIC SERVICE
CENTURYLINK / COX
CENTURYLINK / COX
CITY OF SURPRISE
CITY OF SURPRISE

SHEET TWO	PP01	PRELIMINARY PLAT
SHEET THREE	UT01	PRELIMINARY UTILITY PLAN
SHEET FOUR	GD01	PRELIMINARY GRADING & DRAINAGE



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DETA
C1	100.47	200.00	99.33	128.69°
C2	85.67	400.00	85.66	101.13°
C3	79.87	375.00	79.83	101.13°
C4	74.01	345.00	74.01	101.13°
C5	147.77	690.00	147.67	101.13°
C6	259.37	500.00	258.47	101.13°
C7	143.78	600.00	143.64	101.13°
C8	280.14	540.00	279.17	101.13°

- SCHEDULE B DOCUMENTS**
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SEWER BASINMENT AGREEMENT" RECORDED AS 2003-38940 OF OFFICIAL RECORDS SHOWN ON SURVEY.
 - AN EASEMENT FOR TRANSMISSION LINE, RIGHT AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 2003-38940 OF OFFICIAL RECORDS SHOWN ON SURVEY.
 - AN EASEMENT FOR PUBLIC UTILITIES, RIGHT AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2003-38940 OF OFFICIAL RECORDS SHOWN ON SURVEY.
 - AN EASEMENT FOR PUBLIC UTILITIES, RIGHT AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2003-38940 OF OFFICIAL RECORDS SHOWN ON SURVEY.
 - AN EASEMENT FOR PUBLIC UTILITIES, RIGHT AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2003-38940 OF OFFICIAL RECORDS SHOWN ON SURVEY.
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 - AN EASEMENT FOR PUBLIC UTILITIES, RIGHT AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2003-38940 OF OFFICIAL RECORDS SHOWN ON SURVEY.



- LEGEND**
- AC ALUMINUM CAP
 - AV ANTISIPHON VALVE
 - BC BASE COUP PREVENTION DEVICE
 - BCB BASE COUP IN HANDHOLE
 - CB CABLE TV RISER
 - CD CITY OF SURPRISE
 - CD DOWN GUT
 - CD ELECTRIC MANHOLE
 - CD FREIGHT CONNECTION
 - CD FREIGHT DRANT
 - CD GAS MAKER
 - CD LIGHT
 - CD IRRIGATION VALVE
 - CD MARICOPA COUNTY DEPT OF TRANSPORTATION
 - CD MARICOPA COUNTY HIGHWAY DEPT
 - CD MONUMENT AS NOTED
 - CD PRIVATE STREET
 - CD PUBLIC UTILITY BASEMENT
 - CD PULLBOX
 - CD RADIUS
 - CD RIGHT OF WAY
 - CD SEWER MANHOLE
 - CD SIGN
 - CD STREET LIGHT
 - CD SHORT VISIBILITY TRIANGLE
 - CD SVA SHORT VISIBILITY TRIANGLE
 - CD TYPICAL
 - CD UTILITY POLE
 - CD VALVE
 - CD WATER METER

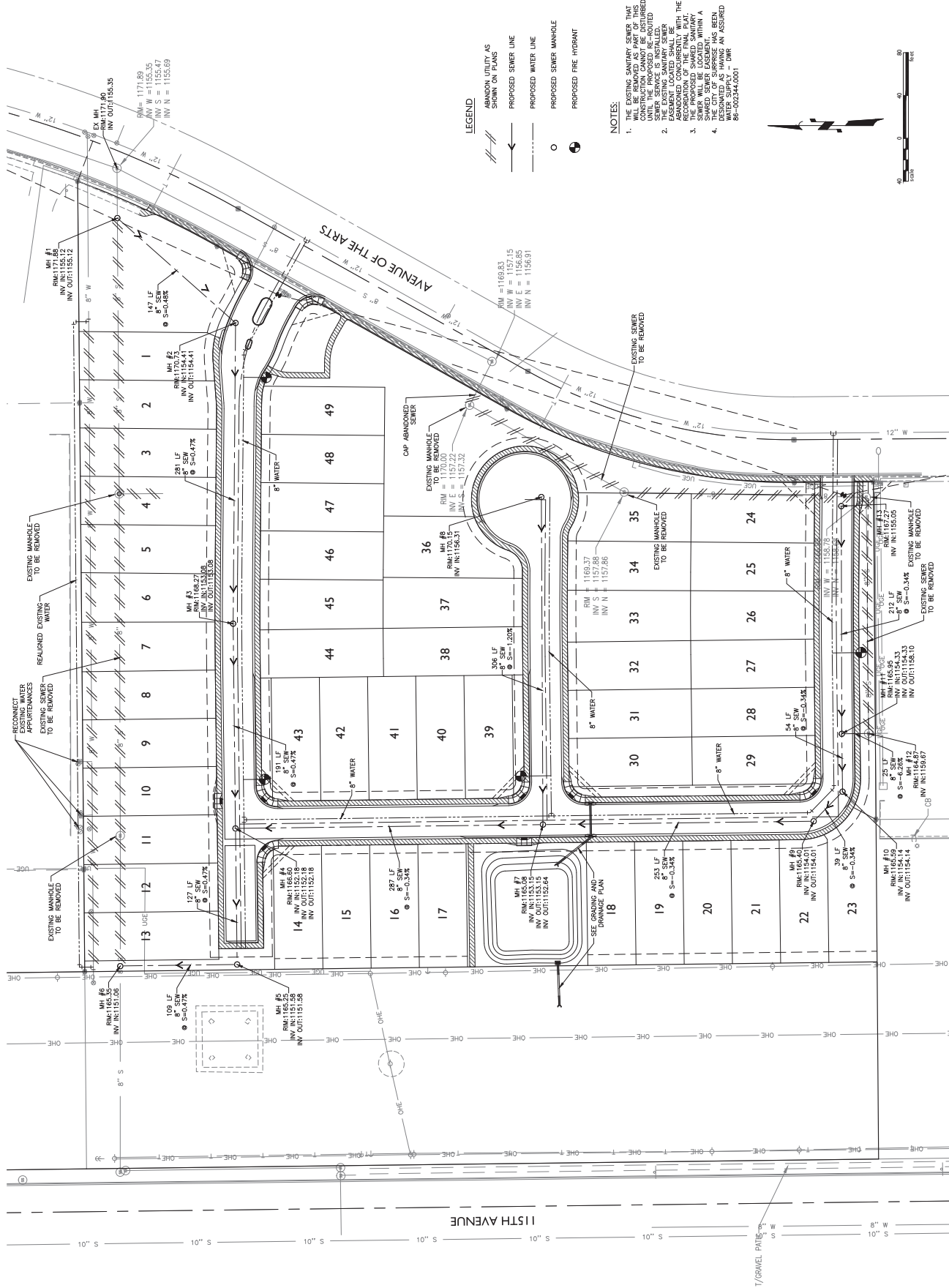


Exhibit E



1 MAIN AMENITY ENLARGEMENT

Scale: 1" = 20'-0"



BENCH WITH BACK
By Webcoat
Model: B6VBCCLASSICWINGLINES - Color Green



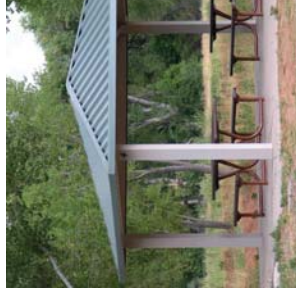
PICNIC TABLE
By Webcoat
Model: TBROLLPEDS - Color Green



TRASH RECEPTACLE
By Webcoat
Model: TR32CLASSIC - Color Green



PLAY STRUCTURE
Landscape Structures
Design # 139



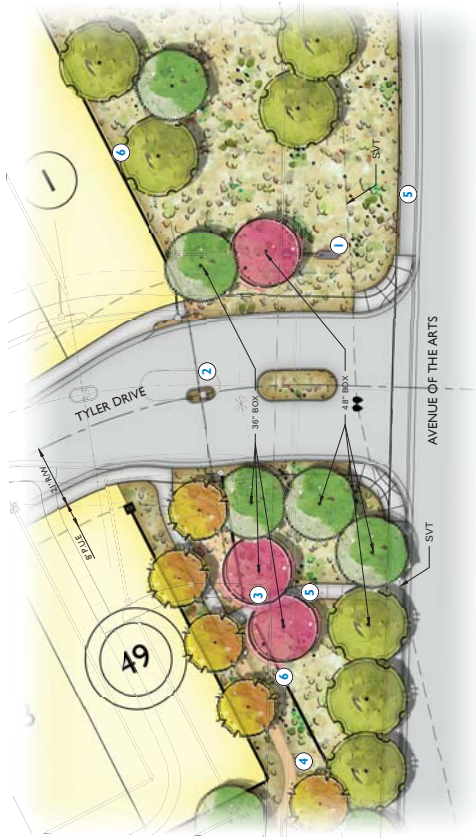
RAMADA
Classic Recreation, Roof Bronze, Columns: Creme
Model: 16' x 20' Mesa HR 36



BBQ GRILL
Dulmor
Model: 21-00 - Black

KEYNOTES

- 1 TOT LOT
- 2 ENGINEERED WOOD FIBER PLAY SURFACE
- 3 16' x 20' RAMADA W/ PICNIC TABLE & TRASH RECEPTACLE
- 4 5' CONCRETE SIDEWALK
- 5 5' COMPACTED DG PATH
- 6 PEDESTRIAN GATE
- 7 LANDSCAPE BENCH
- 8 BARBEQUE GRILL



- KEYNOTES
- 1 ENTRY MONUMENT SIGN
 - 2 VEHICULAR ENTRY SLIDE GATE
 - 3 PEDESTRIAN GATE
 - 4 5' COMPACTED DECOMPOSED GRANITE PATH
 - 5 5' CONCRETE SIDEWALK
 - 6 PERIMETER THORPE WALL (SEE WALL PLAN)

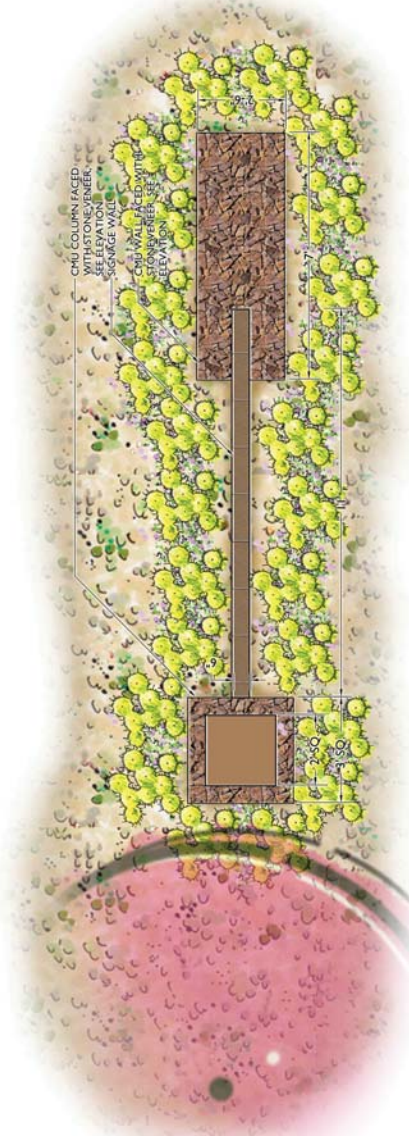
1 CONCEPTUAL COMMUNITY ENTRY PLAN

1" = 20'-0"



2 ENTRY MONUMENT ELEVATION

NTS



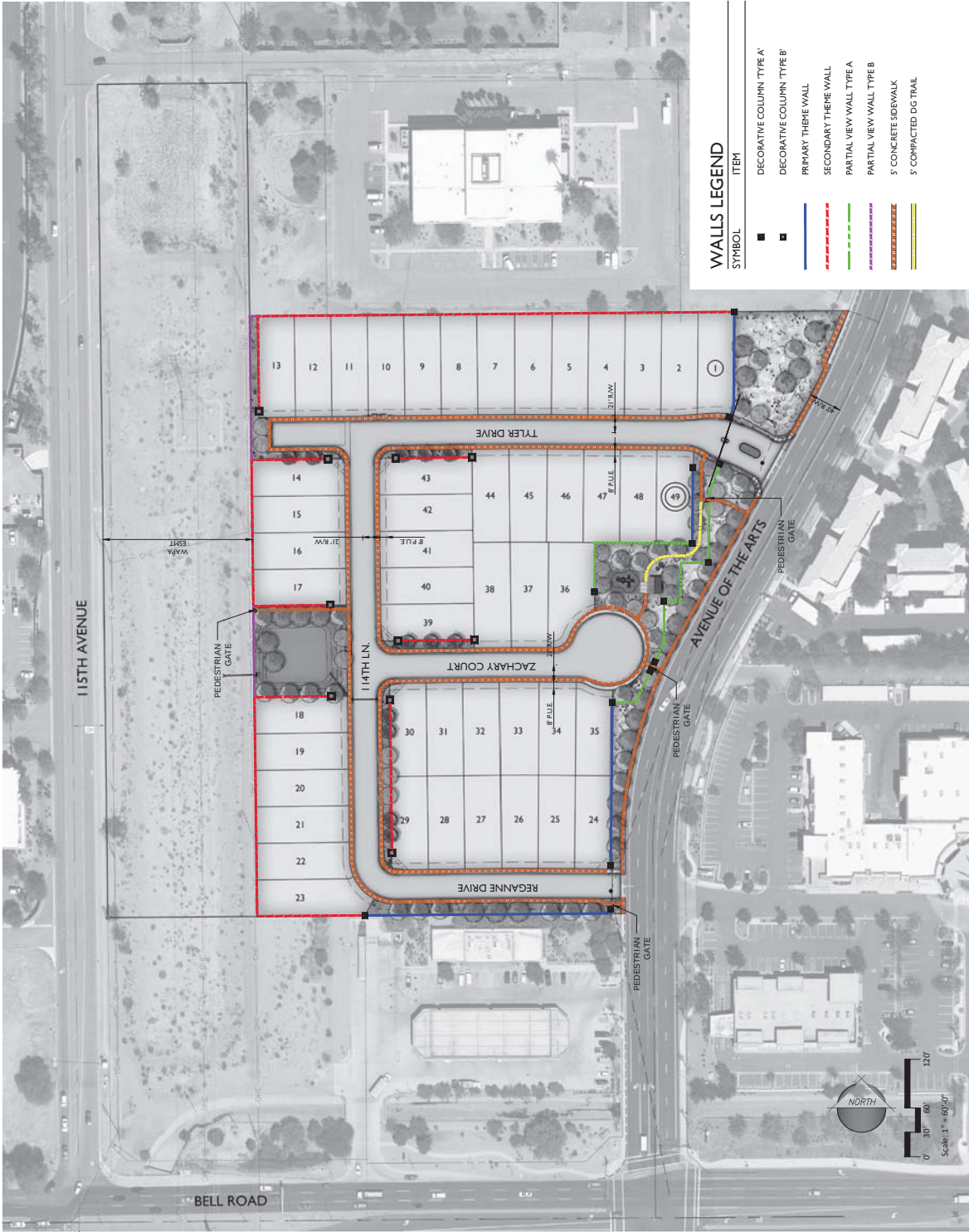
3 ENTRY MONUMENT PLAN

NTS



4 MAILBOX

NTS





SPLIT FACE CMU BLOCK
Color: Autumn by Superlite Block or Equal



CMU BLOCK
Color: Terra Brown by Superlite Block or Equal

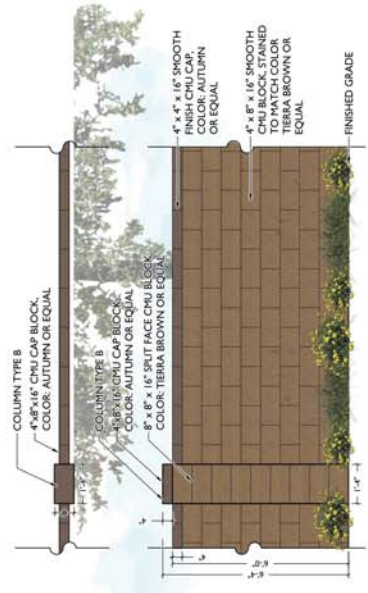


Includes Pedestal

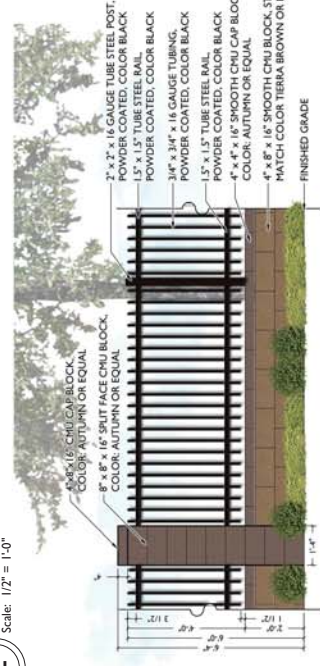


All Aluminum Construction

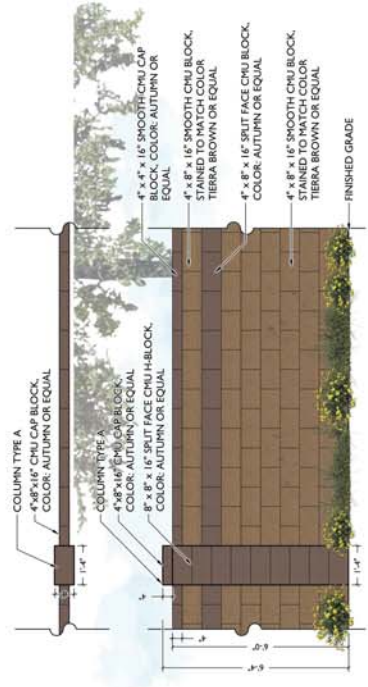
MAILBOX
Color: Bronze by Mailbox.com or Equal



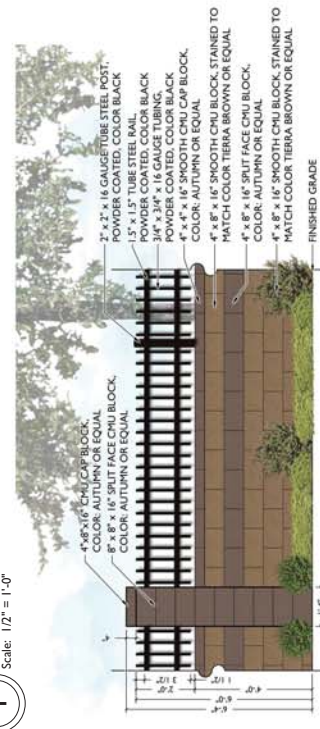
2 SECONDARY THEME WALL WITH 'COLUMN B'
Scale: 1/2" = 1'-0"



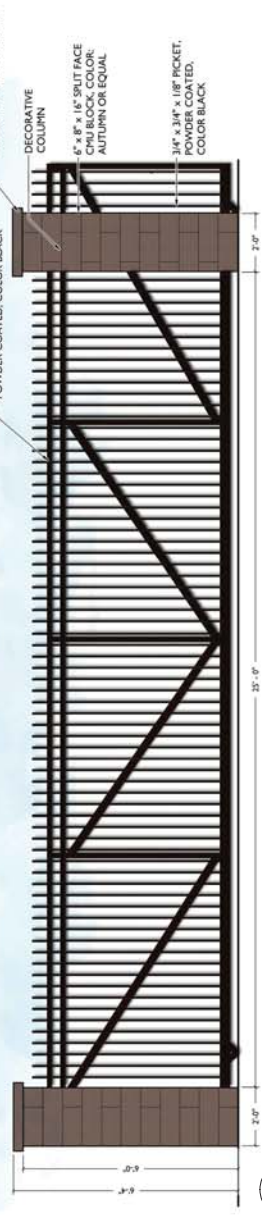
4 PARTIAL VIEW WALL TYPE B WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



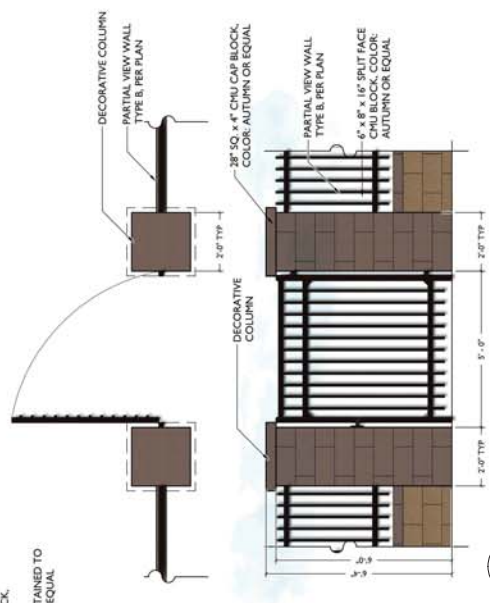
1 PRIMARY THEME WALL WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



3 PARTIAL VIEW WALL TYPE A WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



5 VEHICULAR ENTRY GATE
Scale: 1/2" = 1'-0"



6 PEDESTRIAN ENTRY GATE
Scale: 1/2" = 1'-0"



South Gate at Canyon Ridge

Surprise, Arizona

Conceptual Wall Details



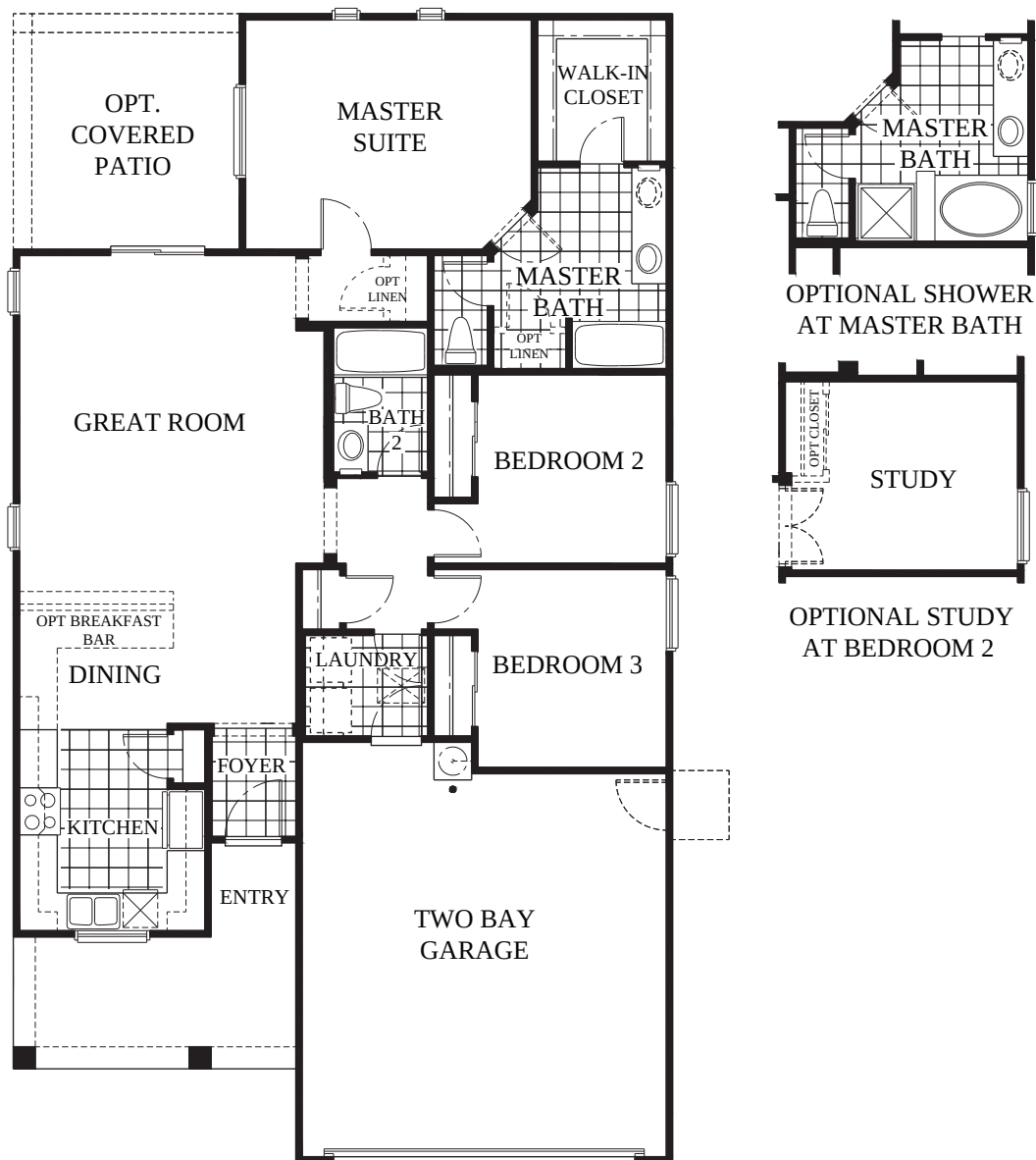
L-0.05
8/26/2015



Exhibit F

THE MONARCH
PLAN PV-3510
1355 LIVABLE SQUARE FEET
GREAT ROOM, 3 BEDROOMS,
2 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



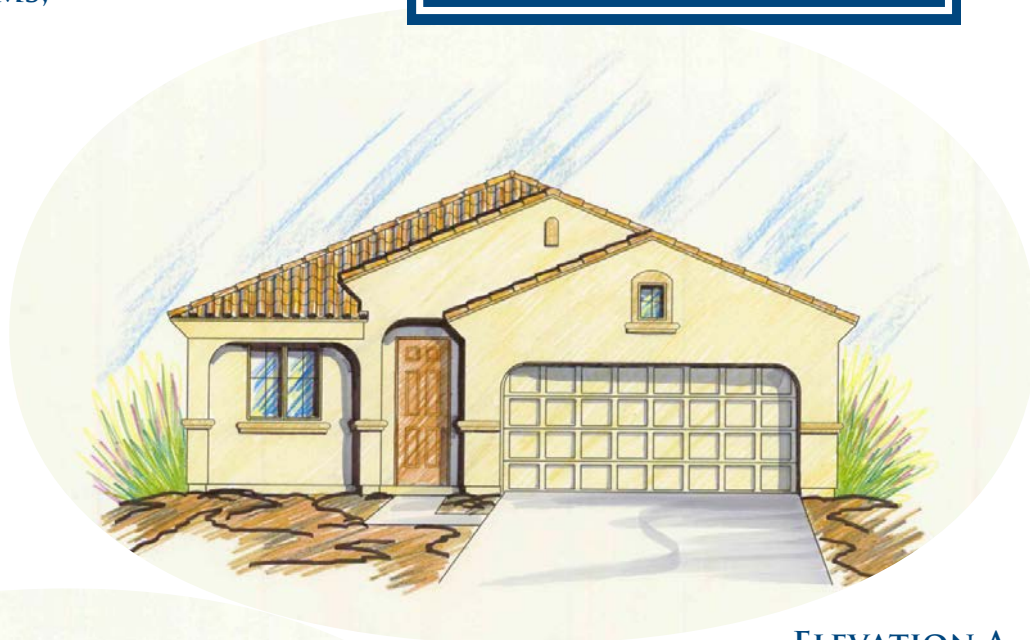
PRELIMINARY
SUBJECT TO CHANGE

Home, features and community information are subject to change without notice or obligation.
All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage0811014

THE MONARCH
PLAN PV-3510
1355 LIVABLE SQUARE FEET
GREAT ROOM, 3 BEDROOMS,
2 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A
Optional stone available.



ELEVATION B



ELEVATION C

PRELIMINARY
SUBJECT TO CHANGE

Home, features and community information are subject to change without notice or obligation.
All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage073014

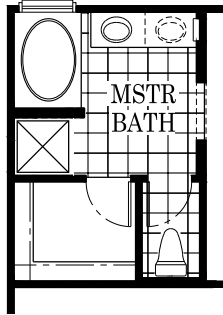
THE VAIL

PLAN PV-3520

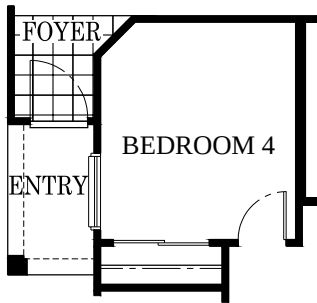
1581 LIVABLE SQUARE FEET

GREAT ROOM, 3 BEDROOM, FLEX SPACE,
2 BATHS, 2 BAY GARAGE

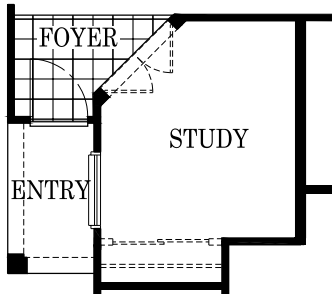
GARRETT-WALKER
HOMES



OPTIONAL SHOWER
AT MASTER BATH



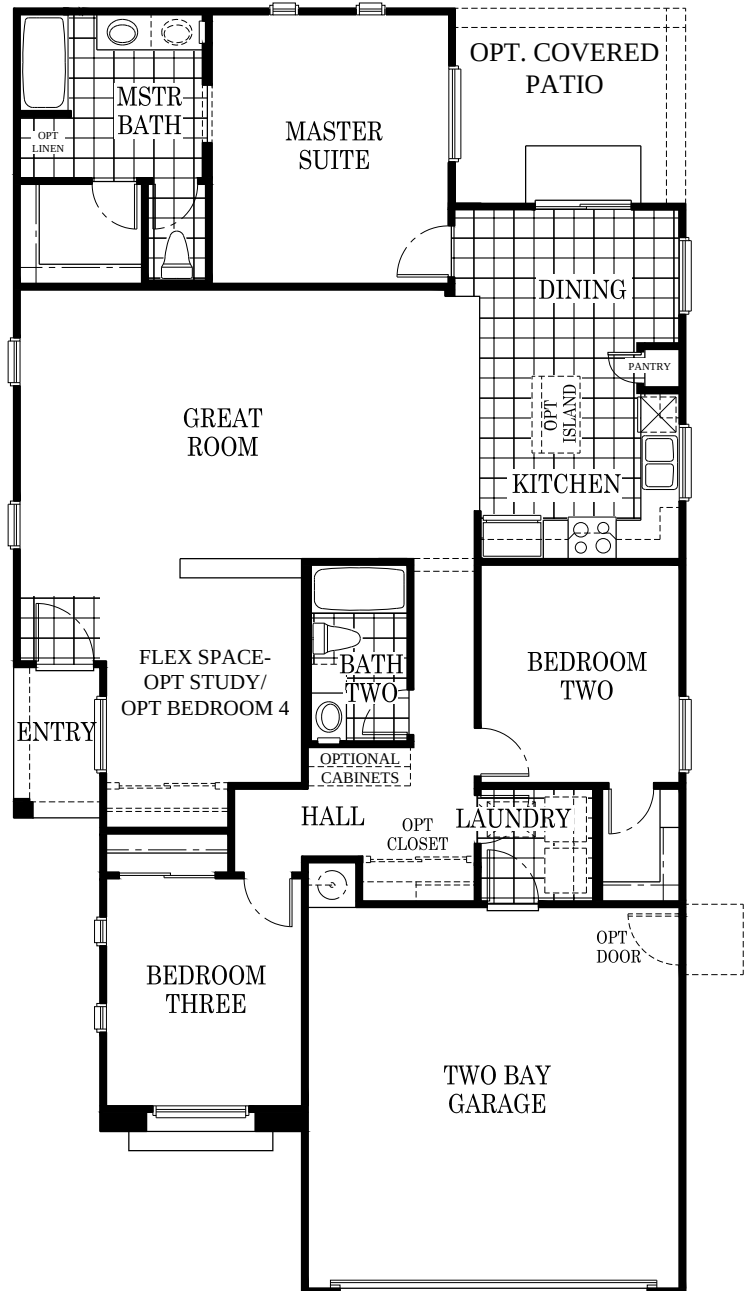
OPTIONAL
BEDROOM 4
AT FLEX



OPTIONAL STUDY
AT FLEX



OPTIONAL EXTENDED
BATH 2



FLOOR PLAN

PRELIMINARY
SUBJECT TO CHANGE

Home, features and community information are subject to change without notice or obligation.
All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage082514

THE VAIL
PLAN PV-3520
1581 LIVABLE SQUARE FEET
GREAT ROOM, 3 BEDROOM, FLEX SPACE,
2 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A



ELEVATION B



ELEVATION C

Illustrated with optional full columns of stone.
PeoriaVillage082514

PRELIMINARY
SUBJECT TO CHANGE

Home, features and community information are subject to change without notice or obligation.
All Square footages are approximate. See Sales Representative for additional details

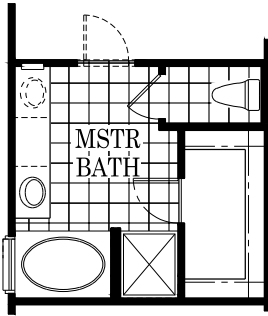
THE DURANGO

PLAN PV-3530

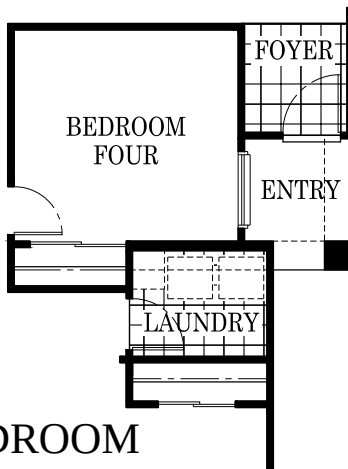
1853 LIVABLE SQUARE FEET

GREAT ROOM, 3 BEDROOM, FLEX SPACE,
2 BATHS, 2 BAY GARAGE

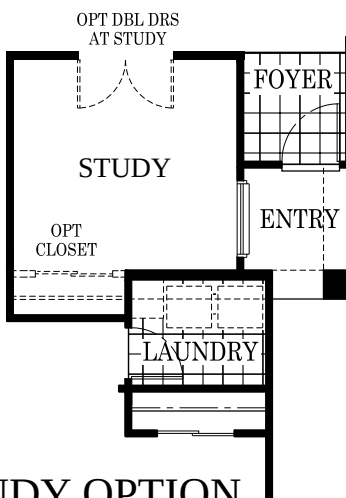
GARRETT-WALKER
HOMES



MASTER BATH
SHOWER OPTION



BEDROOM
FOUR OPTION



STUDY OPTION



FLOOR PLAN

PRELIMINARY
SUBJECT TO CHANGE

Home, features and community information are subject to change without notice or obligation.
All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage081114

THE DURANGO

PLAN PV-3530

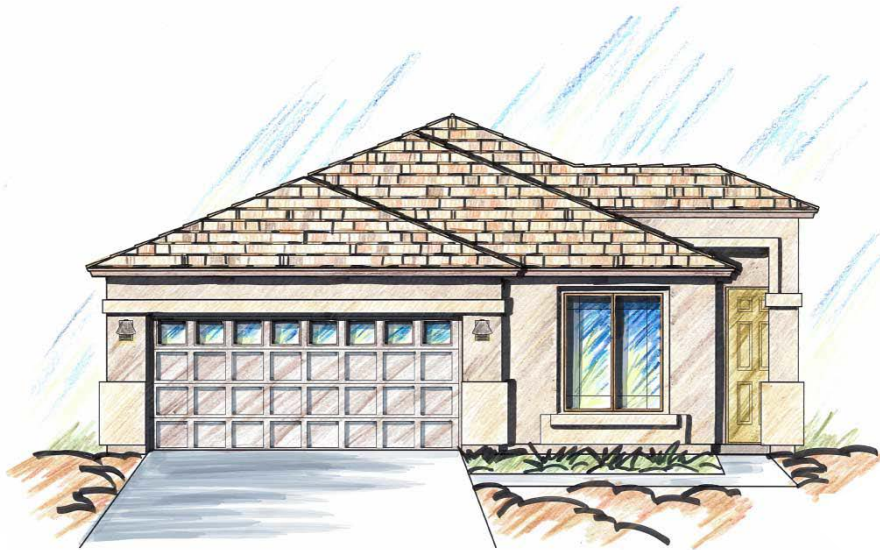
1853 LIVABLE SQUARE FEET

GREAT ROOM, 3 BEDROOM, FLEX SPACE,
2 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A



ELEVATION B



ELEVATION C

Illustrated with optional full columns of stone.

PeoriaVillage073014

PRELIMINARY
SUBJECT TO CHANGE

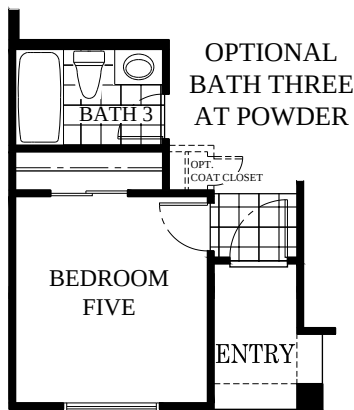
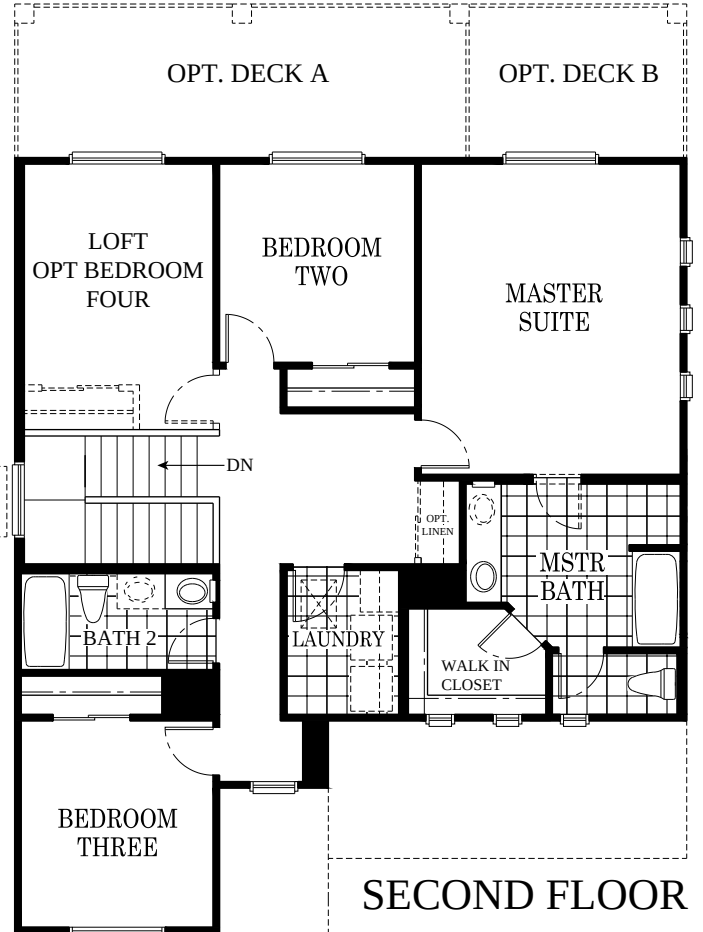
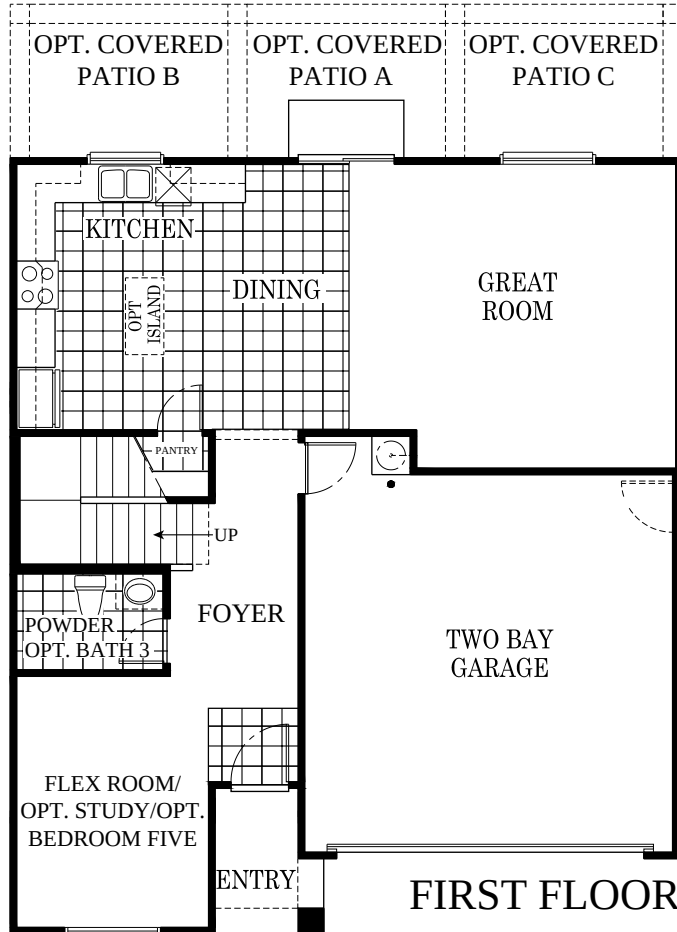
THE DOVE CREEK

PLAN PV-3535

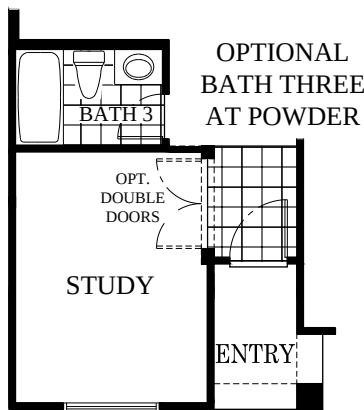
1990 LIVABLE SQUARE FEET

GREAT ROOM, 4 BEDROOM, FLEX SPACE,
2.5 BATHS, 2 BAY GARAGE

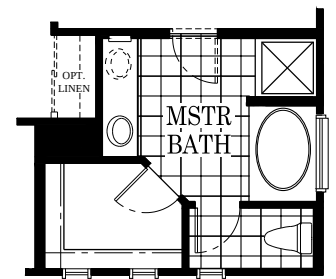
GARRETT-WALKER
HOMES



OPTIONAL
BEDROOM FIVE
AT FLEX ROOM



OPTIONAL
STUDY
AT FLEX ROOM



OPTIONAL SHOWER
AT MASTER BATH

PRELIMINARY
SUBJECT TO CHANGE

Home, features and community information are subject to change without notice or obligation.
All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage073014

THE DOVE CREEK

PLAN PV-3535

1990 LIVABLE SQUARE FEET

GREAT ROOM, 4 BEDROOM, FLEX SPACE,
2.5 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A
Optional stone available.



ELEVATION B



ELEVATION C

PRELIMINARY
SUBJECT TO CHANGE

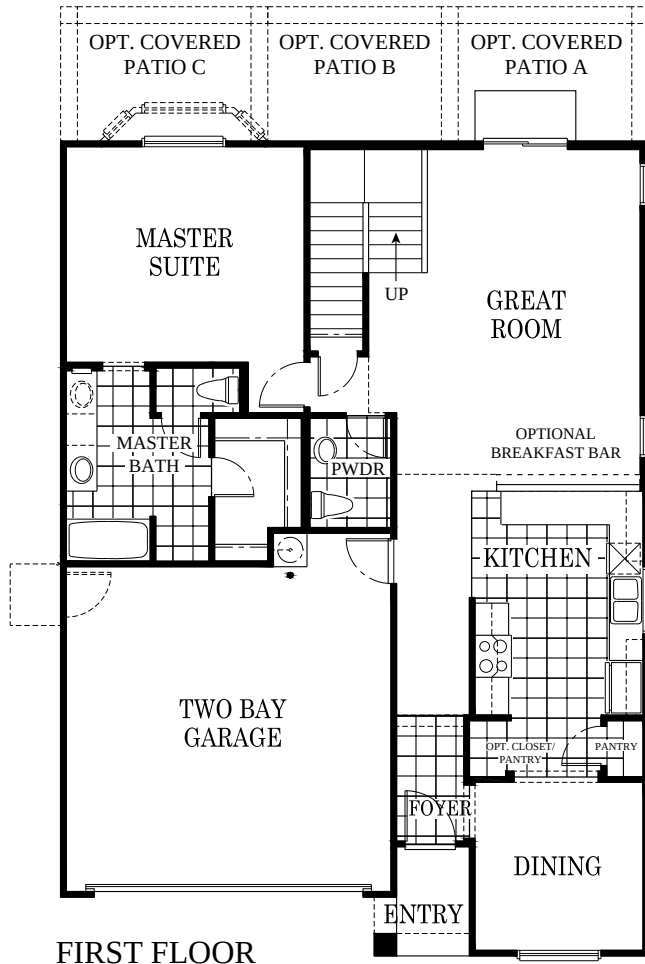
THE BOULDER

PLAN PV-3540

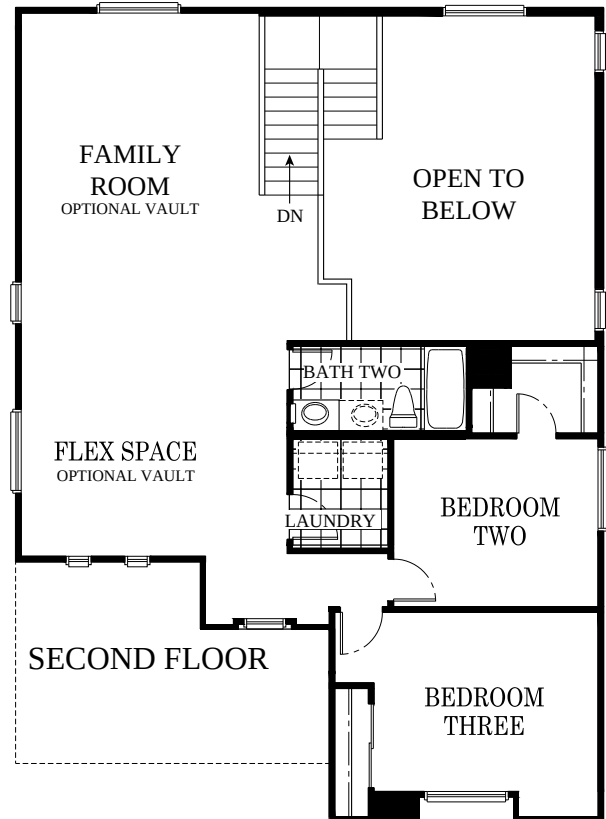
2286 LIVABLE SQUARE FEET

GREAT ROOM, 3 BEDROOMS, FLEX SPACE,
FAMILY ROOM, 2.5 BATHS, 2 BAY GARAGE

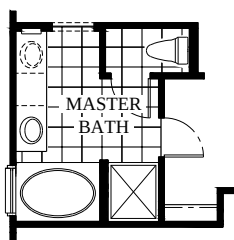
GARRETT-WALKER
HOMES



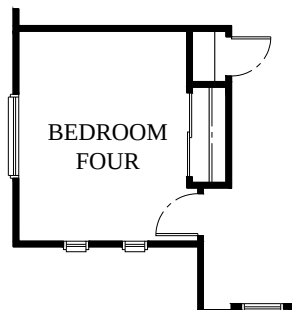
FIRST FLOOR



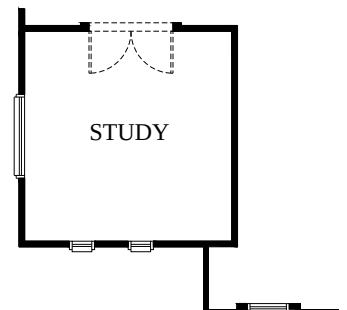
SECOND FLOOR



MASTER BATH
SHOWER OPTION



OPTIONAL
BEDROOM FOUR
AT FLEX SPACE



OPTIONAL STUDY
AT FLEX SPACE

PRELIMINARY
SUBJECT TO CHANGE

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All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage081114

THE BOULDER

PLAN PV-3540

2286 LIVABLE SQUARE FEET

GREAT ROOM, 3 BEDROOMS, FLEX SPACE,
FAMILY ROOM, 2.5 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A



ELEVATION B



ELEVATION C

Illustrated with optional full column of stone at garage.

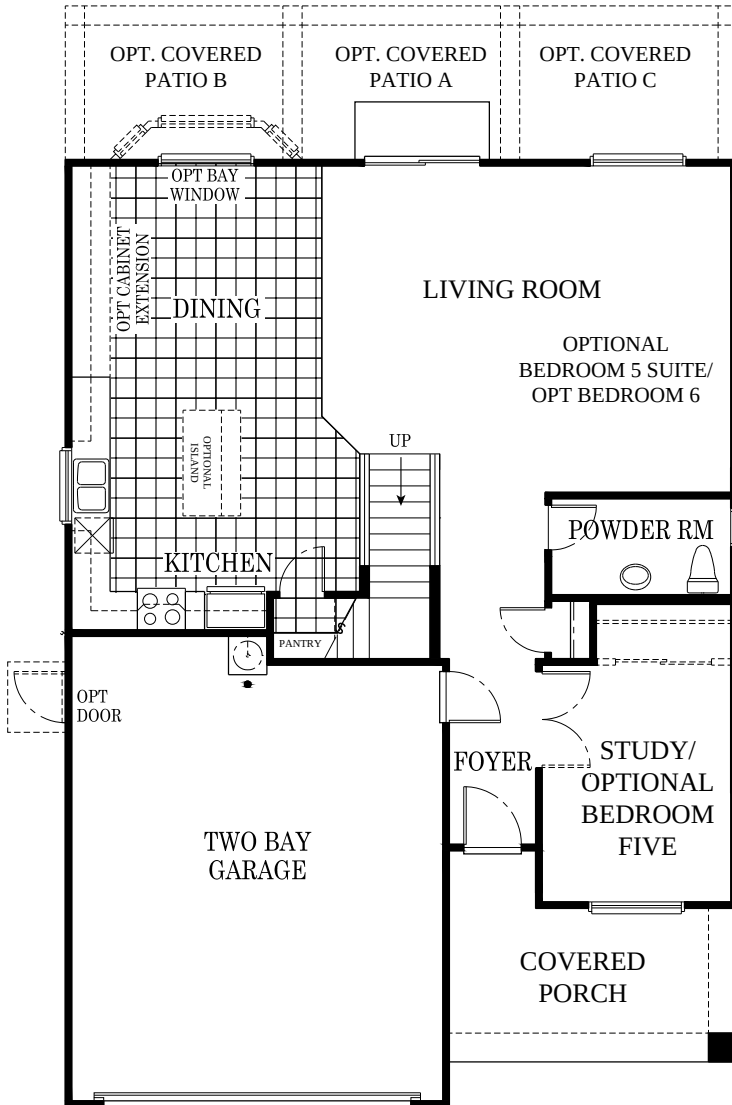
PRELIMINARY
SUBJECT TO CHANGE

Home, features and community information are subject to change without notice or obligation.
All Square footages are approximate. See Sales Representative for additional details

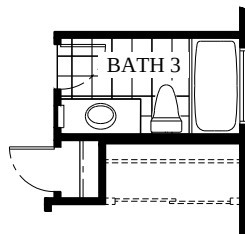
PeoriaVillage073014

THE ASPEN
PLAN PV-3550
 2674 LIVABLE SQUARE FEET
 GREAT ROOM, FAMILY ROOM,
 4-6 BEDROOMS, DEN,
 2.5 BATHS, 2 BAY GARAGE

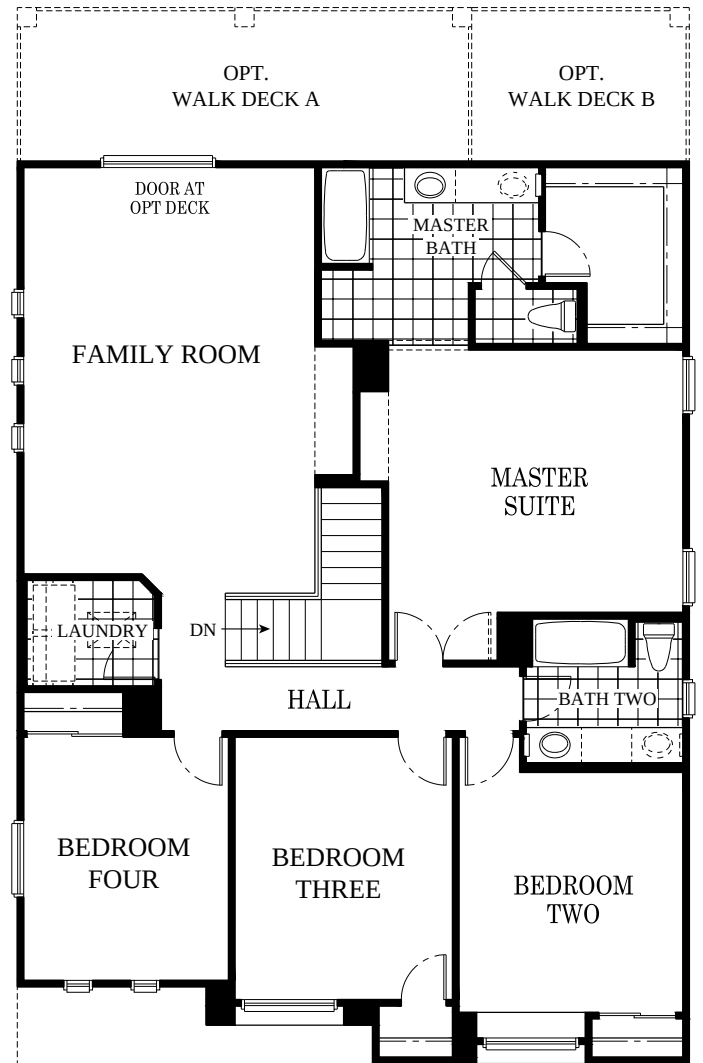
GARRETT-WALKER
HOMES



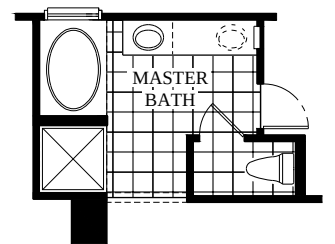
FIRST FLOOR



**FULL BATH 3
 AT POWDER OPTION**



SECOND FLOOR



**MASTER BATH
 SHOWER OPTION**

**PRELIMINARY
 SUBJECT TO CHANGE**

Home, features and community information are subject to change without notice or obligation.
 All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage081114

THE ASPEN

PLAN PV-3550

2674 LIVABLE SQUARE FEET

GREAT ROOM, FAMILY ROOM,

4-6 BEDROOMS, DEN,

2.5 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A



ELEVATION B



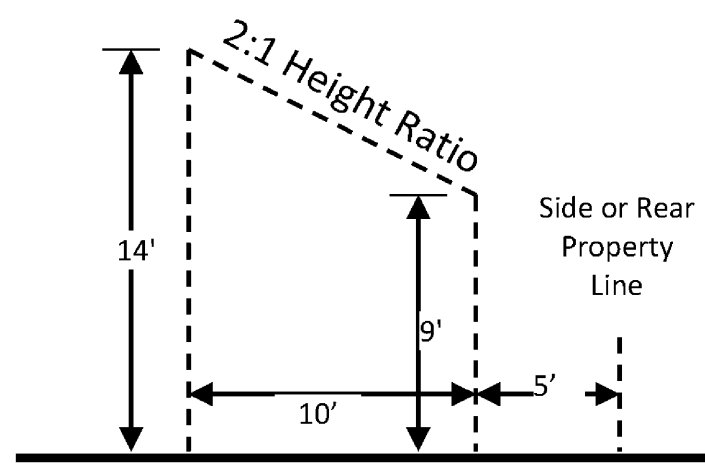
ELEVATION C

Illustrated with optional full columns of stone.

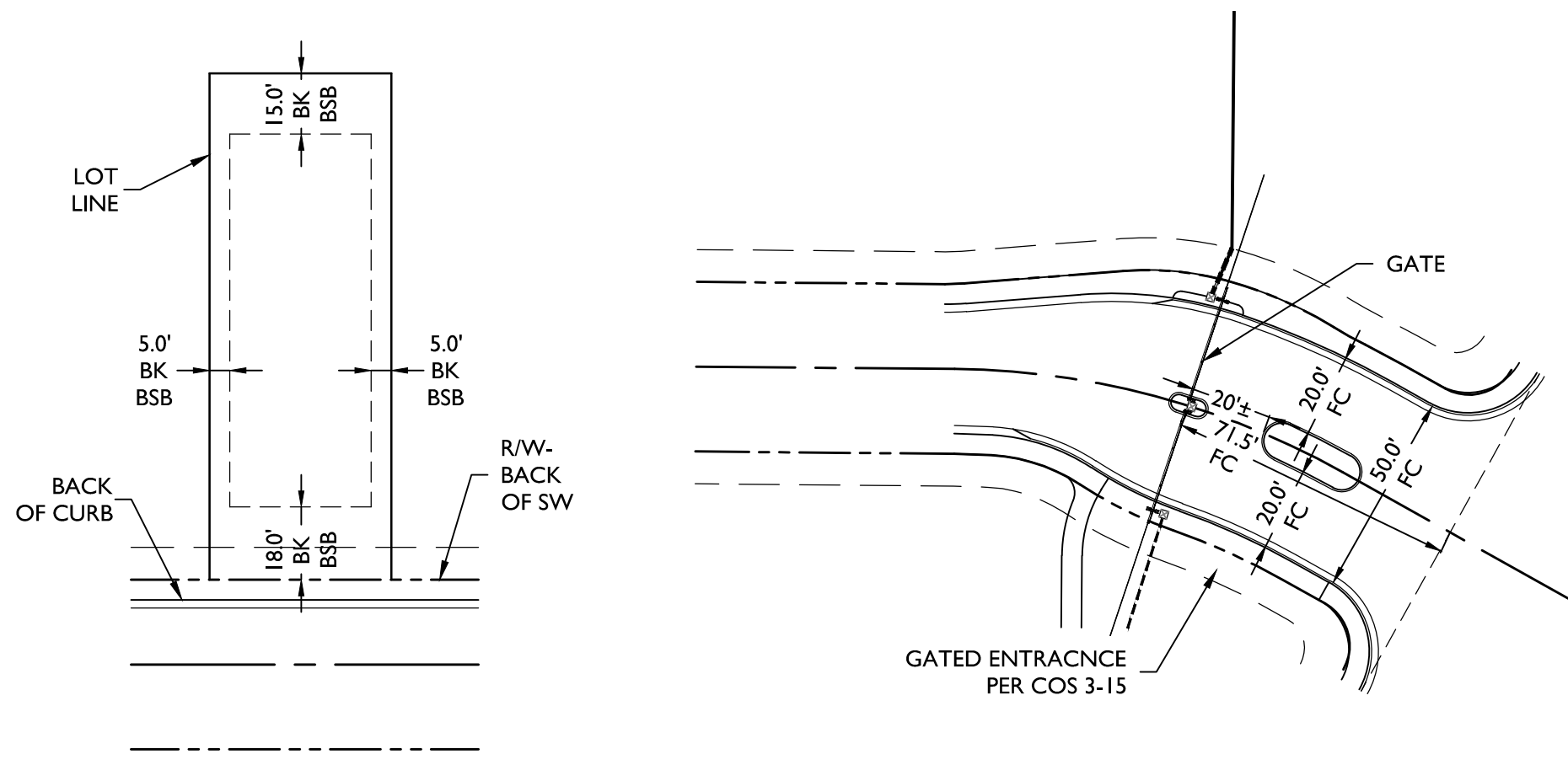
PRELIMINARY
SUBJECT TO CHANGE

Lot Table		Lot Table		Lot Table		Lot Table		Lot Table		Lot Table	
Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area
1	5637.37	10	5613.97	19	5175.00	28	5175.00	37	6013.53	46	5177.78
2	5727.87	11	5620.95	20	5175.00	29	5173.94	38	5850.03	47	5170.08
3	5715.85	12	5627.93	21	5175.00	30	5173.94	39	5173.94	48	5170.08
4	5679.47	13	5634.91	22	5212.19	31	5175.00	40	5175.00	49	5163.76
5	5643.19	14	5173.94	23	6081.68	32	5175.00	41	5175.00	TOTAL 263,770.85 SQ. FT.	
6	5682.83	15	5175.00	24	5175.00	33	5466.49	42	5175.00		
7	5662.27	16	5175.00	25	5195.61	34	5258.92	43	5173.94		
8	5600.01	17	5175.00	26	5246.60	35	5079.24	44	5174.42		
9	5606.99	18	5175.00	27	5175.00	36	6256.04	45	5306.09		

TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE / OPEN SPACE	15717	0.361
B	LANDSCAPE / OPEN SPACE \ AMENITY	26352	0.605
C	LANDSCAPE / OPEN SPACE	1106	0.025
D	LANDSCAPE / OPEN SPACE	1941	0.045
E	LANDSCAPE / OPEN SPACE / RETENTION	12910	0.296
F	LANDSCAPE / OPEN SPACE	1106	0.025
G	LANDSCAPE / OPEN SPACE	2212	0.051
H	LANDSCAPE / OPEN SPACE	4475	0.103
I	PRIVATE STREET	80876	1.857
J	WAPA / DRAINAGE CHANNEL	188908	4.336
	TOTAL OPEN SPACE	65819	1.511
	TOTAL TRACT AREA	335603	7.704

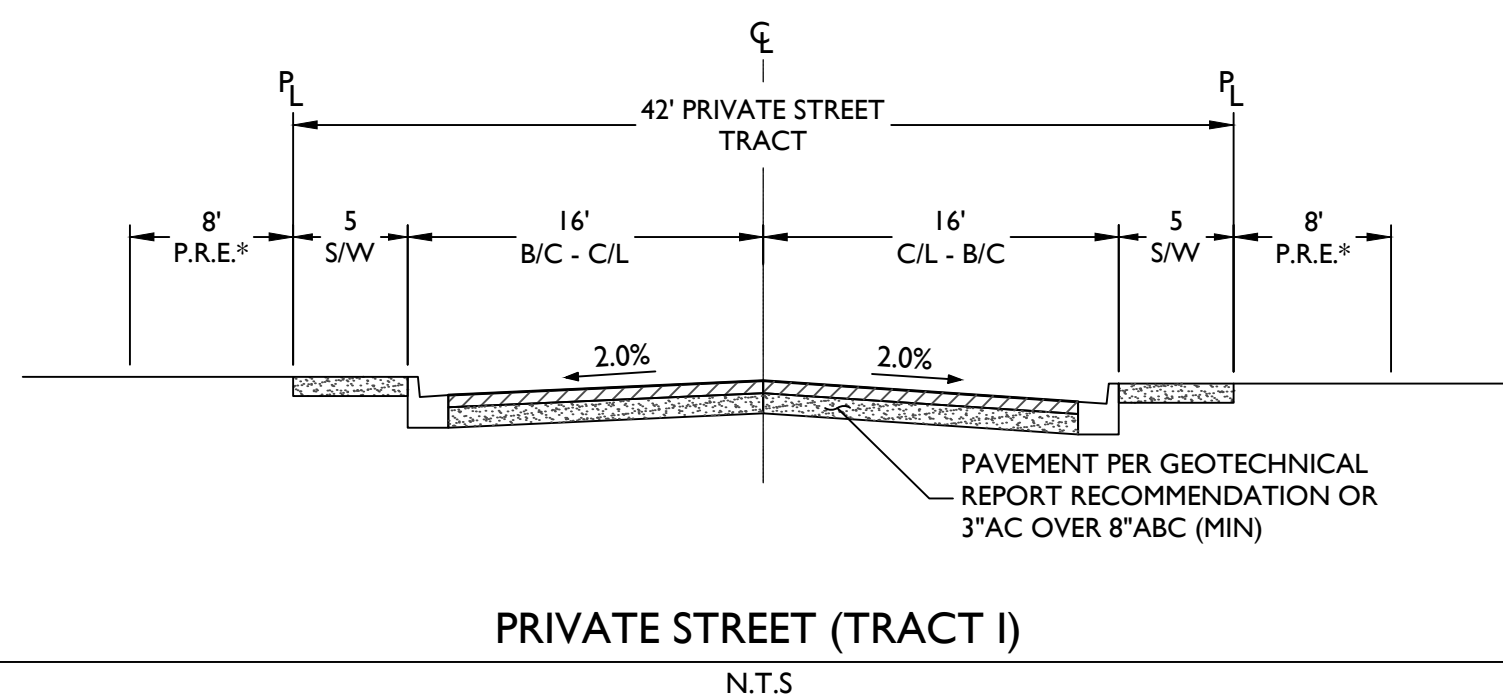


ACCESSORY BUILDING HEIGHT DIAGRAM



TYPICAL LOT

GATE ENTRANCE



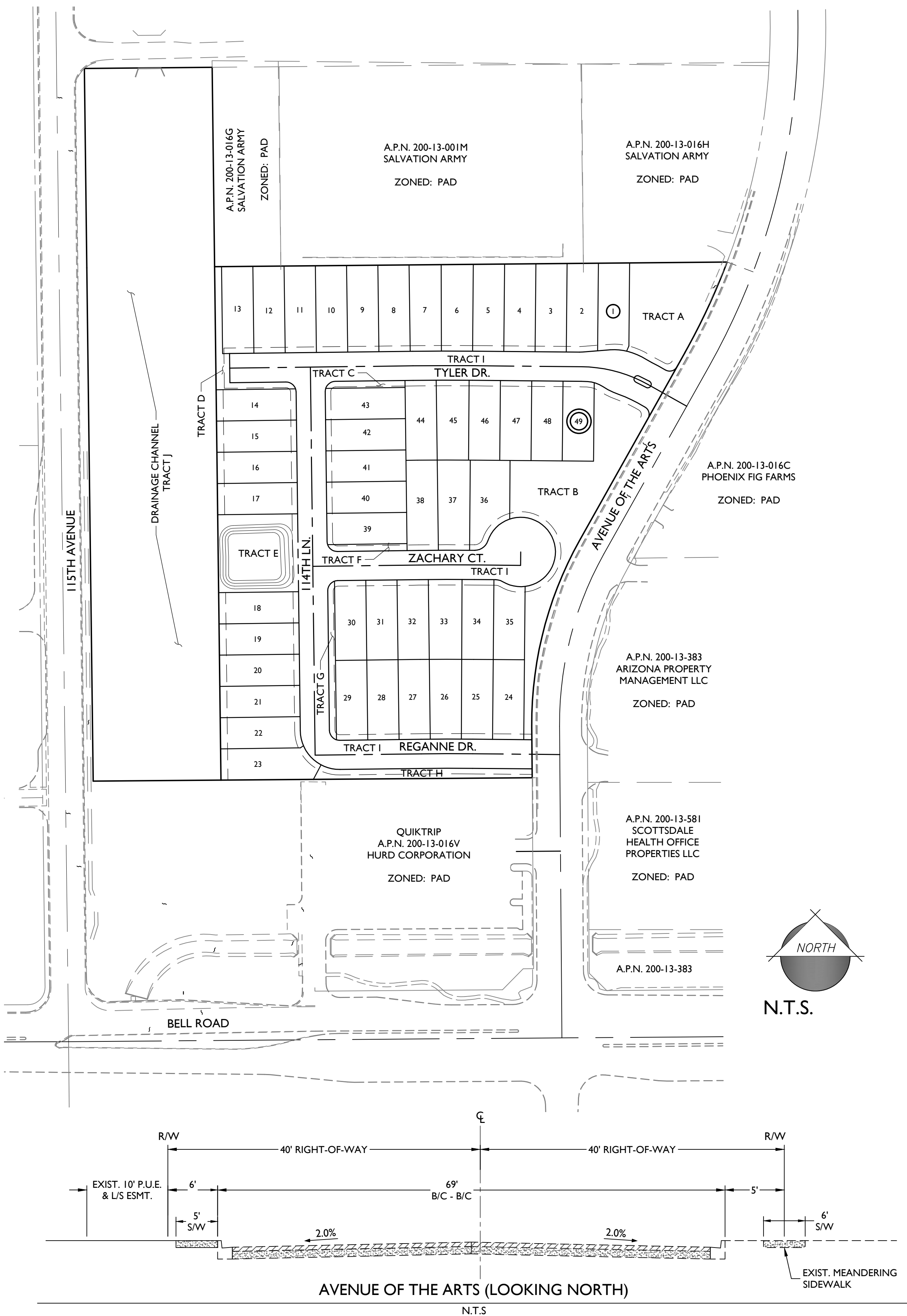
NOTES:

HOMEOWNERS ASSOCIATION TO MAINTAIN STREETS, SIDEWALK, STREET LIGHTS, STREET SIGNS, AND LANDSCAPING.

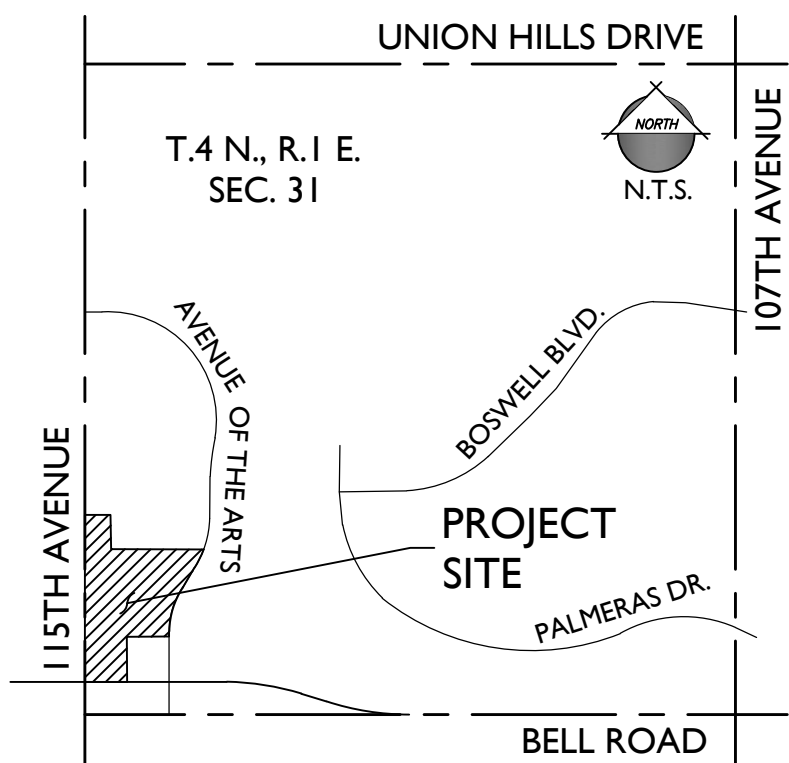
* - PRIVATE ROADWAY EASEMENT (P.R.E.) DEDICATED TO THE HOMEOWNERS ASSOCIATION. THIS EASEMENT WILL BE FOR PUBLIC ACCESS AND THE CONSTRUCTION, INSTALLATION, IMPROVEMENT, RECONSTRUCTION, REMOVAL, MAINTENANCE, OPERATION AND REPAIR OF ROADWAYS, DRAINAGE STRUCTURES, UNDERGROUND UTILITIES, SIDEWALK, STREET LIGHTS, STREET SIGNS, AND RELATED FACILITIES.

PRELIMINARY PLAT FOR SOUTH GATE AT CANYON RIDGE WEST

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, T.4 N., R.1 E., GILA AND SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP



PROJECT TEAM

DEVELOPER:
GARRETT-WALKER HOMES
1599 E. ORANGEWOOD AVE., STE. 150
PHOENIX, AZ 85020
TEL: (480)-607-6580
CONTACT: RICK TAYRIEN

CONSULTANT:
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JOHN MCGHEE, P.E.

PROJECT DATA

A.P.N.
CURRENT LAND USE:
EXISTING GENERAL PLAN:
EXISTING ZONING:

200-13-016X
UNDEVELOPED
LOW DENSITY RESIDENTIAL
PAD

GROSS AREA:

+/- 15.47 ACRES
(INCLUDES R/W OF ADJACENT
ARTERIALS & COLLECTOR ROADS)
+/- 13.80 ACRES
(EXCLUDES R/W OF ADJACENT
ARTERIALS & COLLECTOR ROADS)

RESIDENTIAL AREA:
DRAINAGE CHANNEL AREA:

9.46 ACRES
4.34 ACRES

LOT SIZE:
NO. OF LOTS:

45' x 115'
49

GROSS DENSITY:
NET DENSITY:

3.17 DU/AC
3.55 DU/AC

OPEN SPACE:
OPEN SPACE (RES. AREA):

+/- 1.51 AC. (EX. WAPA DRAINAGE CHANNEL)
+/- 15.96%

GENERAL NOTES

1. THIS PLAN IS NOT A CONSTRUCTION DOCUMENT.
2. LOT DIMENSIONS ARE APPROXIMATE. FINAL LOT DIMENSIONS SHALL BE PER THE FINAL PLAN.
3. ALL PRIVATE STREETS WILL BE CONSTRUCTED TO CITY OF SURPRISE MINIMUM STANDARDS AS MODIFIED HEREIN.
4. THIS DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
5. THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS.
6. THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVENUE STATUTES.
7. EPCOR WATER HAS BEEN DESIGNATED AS THE WATER SERVICE PROVIDER.

DEVELOPMENT STANDARDS

ZONING DISTRICT	RI-5 PAD
MIN. LOT AREA	5,000 SQ. FT.

MIN. LOT DIMENSIONS
WIDTH
DEPTH
MIN. BUILDING SETBACKS
FRONT
SIDE
SIDE (ADJ. TO STREET)
REAR

MAX. LOT COVERAGE
MAX. BUILDING HEIGHT
PRINCIPAL / MAIN DWELLING
DETACHED ACCESSORY BLDG.

MIN. BLDG. SEPARATION (SAME LOT)
WALL & COLUMN HEIGHT

BASIS OF BEARING

THE WEST LINE OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST
ASSUMED BEARING: N 00°30'51" W

UTILITIES

WATER
SEWER
GAS
ELECTRIC
TELEPHONE
CABLE TV
FIRE
POLICE

EPCOR WATER
CITY OF SURPRISE
SOUTHWEST GAS
ARIZONA PUBLIC SERVICE
CENTURYLINK / COX
CENTURYLINK / COX
CITY OF SURPRISE
CITY OF SURPRISE

SHEET INDEX

SHEET ONE
SHEET TWO
SHEET THREE
SHEET FOUR

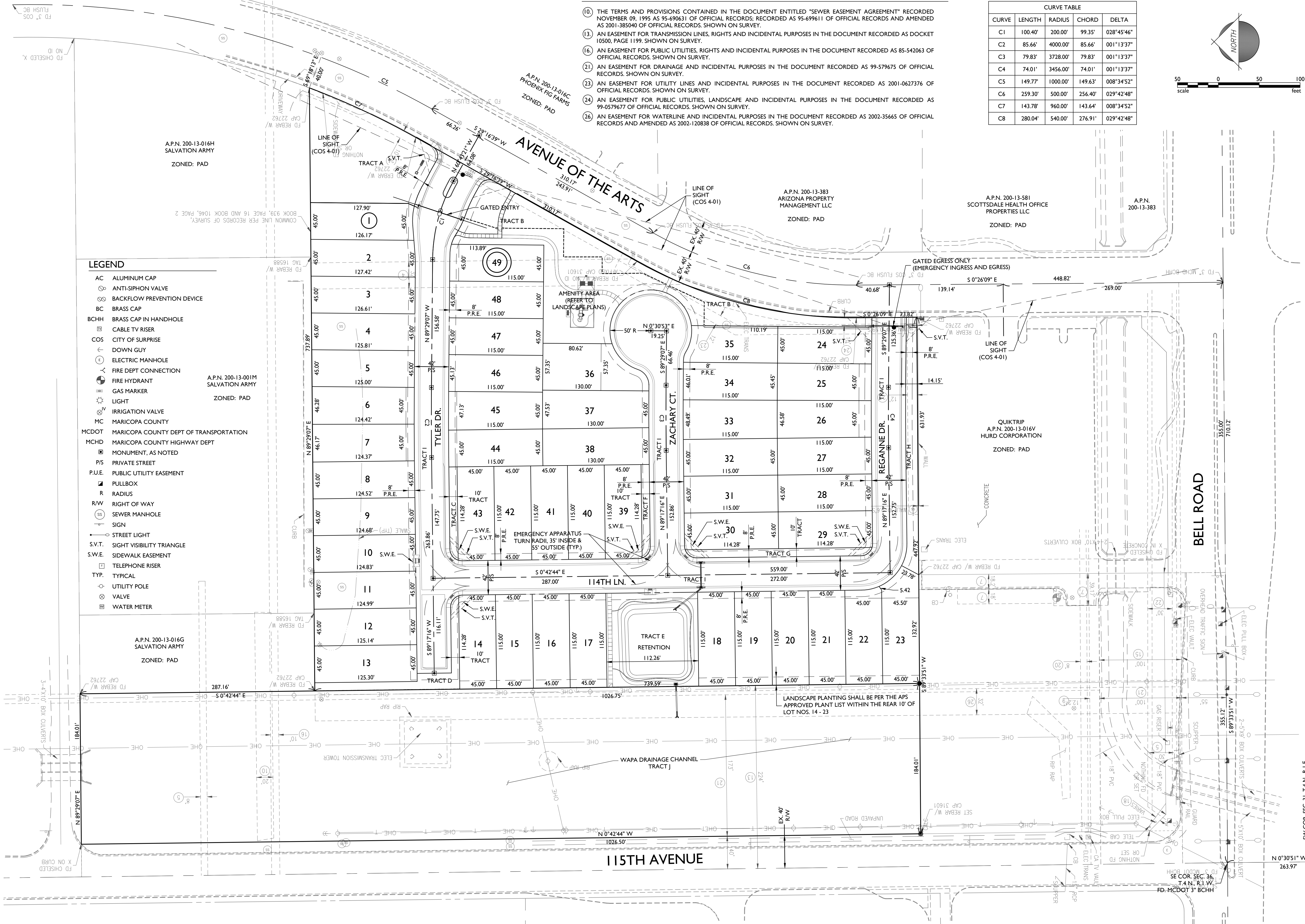
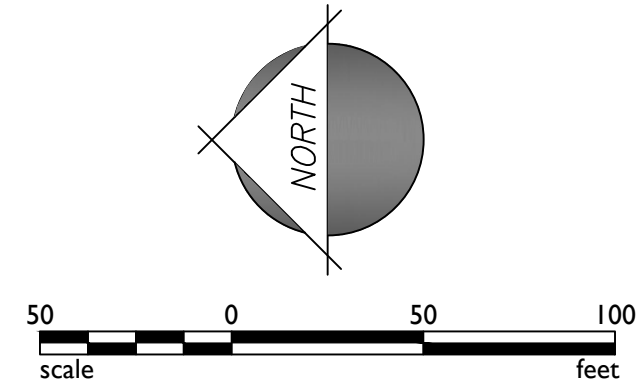
COVERSHEET
PRELIMINARY PLAT
PRELIMINARY UTILITY PLAN
PRELIMINARY GRADING & DRAINAGE PLAN

15-072

SCHEDULE B DOCUMENTS

- (10) THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SEWER EASEMENT AGREEMENT" RECORDED NOVEMBER 09, 1995 AS 95-690631 OF OFFICIAL RECORDS; RECORDED AS 95-699611 OF OFFICIAL RECORDS AND AMENDED AS 2001-385040 OF OFFICIAL RECORDS. SHOWN ON SURVEY.
- (13) AN EASEMENT FOR TRANSMISSION LINES, RIGHTS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 10500, PAGE 1199. SHOWN ON SURVEY.
- (16) AN EASEMENT FOR PUBLIC UTILITIES, RIGHTS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 85-542063 OF OFFICIAL RECORDS. SHOWN ON SURVEY.
- (21) AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 99-579675 OF OFFICIAL RECORDS. SHOWN ON SURVEY.
- (23) AN EASEMENT FOR UTILITY LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2001-0627376 OF OFFICIAL RECORDS. SHOWN ON SURVEY.
- (24) AN EASEMENT FOR PUBLIC UTILITIES, LANDSCAPE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 99-0579677 OF OFFICIAL RECORDS. SHOWN ON SURVEY.
- (26) AN EASEMENT FOR WATERLINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2002-35665 OF OFFICIAL RECORDS AND AMENDED AS 2002-120838 OF OFFICIAL RECORDS. SHOWN ON SURVEY.

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	100.40'	200.00'	99.35'	028°45'46"
C2	85.66'	4000.00'	85.66'	001°13'37"
C3	79.83'	3728.00'	79.83'	001°13'37"
C4	74.01'	3456.00'	74.01'	001°13'37"
C5	149.77'	1000.00'	149.63'	008°34'52"
C6	259.30'	500.00'	256.40'	029°42'48"
C7	143.78'	960.00'	143.64'	008°34'52"
C8	280.04'	540.00'	276.91'	029°42'48"



SOUTH GATE AT CANYON RIDGE WEST
SURPRISE, AZ

Revisions:
MAY 19, 2015 - 1ST PRELIMINARY PLAT SUBMITTAL
AUGUST 6, 2015 - 2ND PRELIMINARY PLAT SUBMITTAL
AUGUST 27, 2015 - 3RD PRELIMINARY PLAT SUBMITTAL

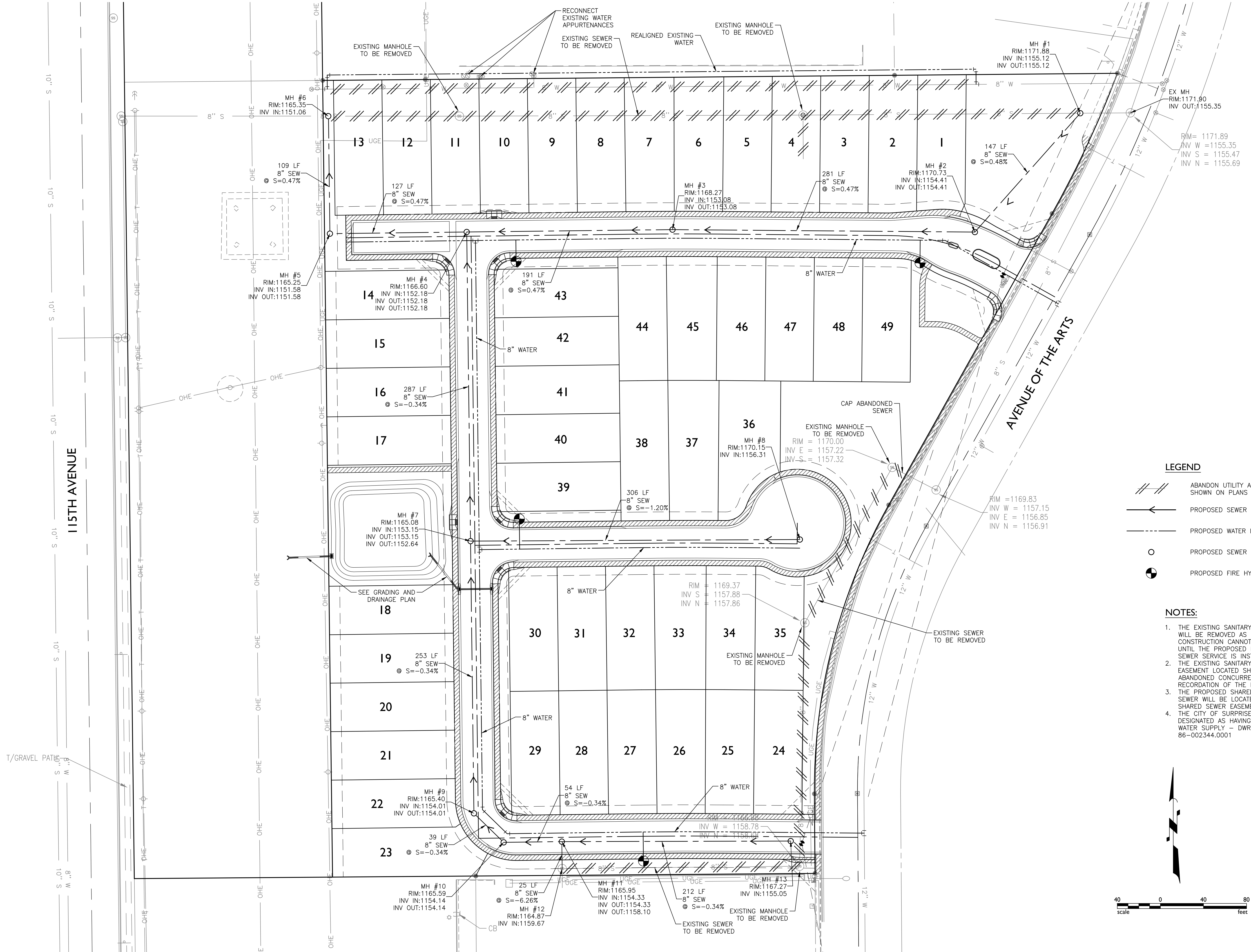
ARIZONA 811
Professional Service Group, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: JH
Drawn by: DCH

Registered Professional Engineer, Civil
CERTIFICATE NO.
60163
JOHN C.
MCGHEE
Date Signed 08-27-18
ARIZONA, U.S.A.
EXPIRES 06-23-2018
Job No.

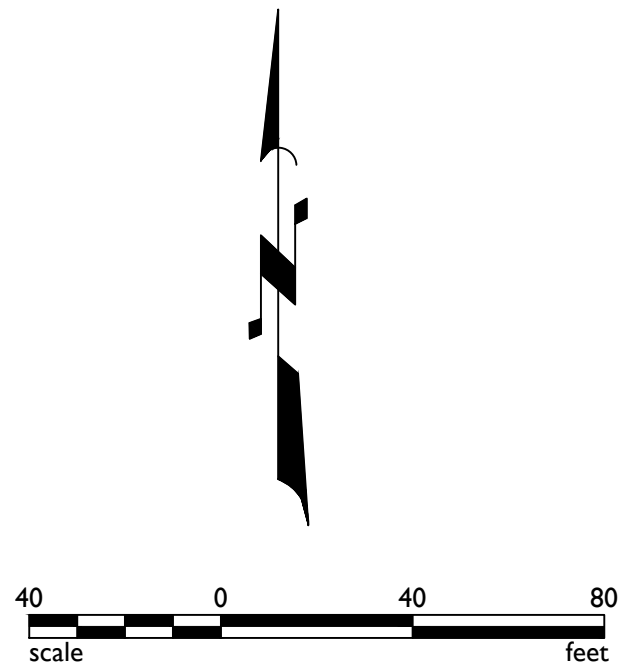
15-072
PP01
Sheet No.
2
of 4

15-072



- LEGEND**
- ABANDON UTILITY AS SHOWN ON PLANS
 - PROPOSED SEWER LINE
 - PROPOSED WATER LINE
 - PROPOSED SEWER MANHOLE
 - PROPOSED FIRE HYDRANT

- NOTES:**
- THE EXISTING SANITARY SEWER THAT WILL BE REMOVED AS PART OF THIS CONSTRUCTION CANNOT BE DISTURBED UNTIL THE PROPOSED RE-ROUTED SEWER SERVICE IS INSTALLED.
 - THE EXISTING SANITARY SEWER EASEMENT LOCATED SHALL BE ABANDONED CONCURRENTLY WITH THE RECORDATION OF THE FINAL PLAT.
 - THE PROPOSED SHARED SANITARY SEWER WILL BE LOCATED WITHIN A SHARED SEWER EASEMENT.
 - THE CITY OF SURPRISE HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY - DWR 86-002344.0001



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

EPS

GROUP

SOUTH GATE AT CANYON RIDGE WEST

SURPRISE, AZ

Preliminary Utility Plan

Project:

Revisions:

MAY 14, 2015 - 1ST PRELIMINARY PLAT SUBMITTAL
AUGUST 6, 2015 - 2ND PRELIMINARY PLAT SUBMITTAL
AUGUST 27, 2015 - 3RD PRELIMINARY PLAT SUBMITTAL

Call at least two full working days before the public hearing.

ARIZONA

811

Call 811 or 1-800-STAKE-IT (732-6346)
in Maricopa County (602)252-1100

Designer:

JM

Drawn by:

RW

Professional Engineer

CERTIFICATE NO. 60163

JOHN C. MCGHEE

Expires 08-21-2018

Expires: 08-23-2018

Job No.

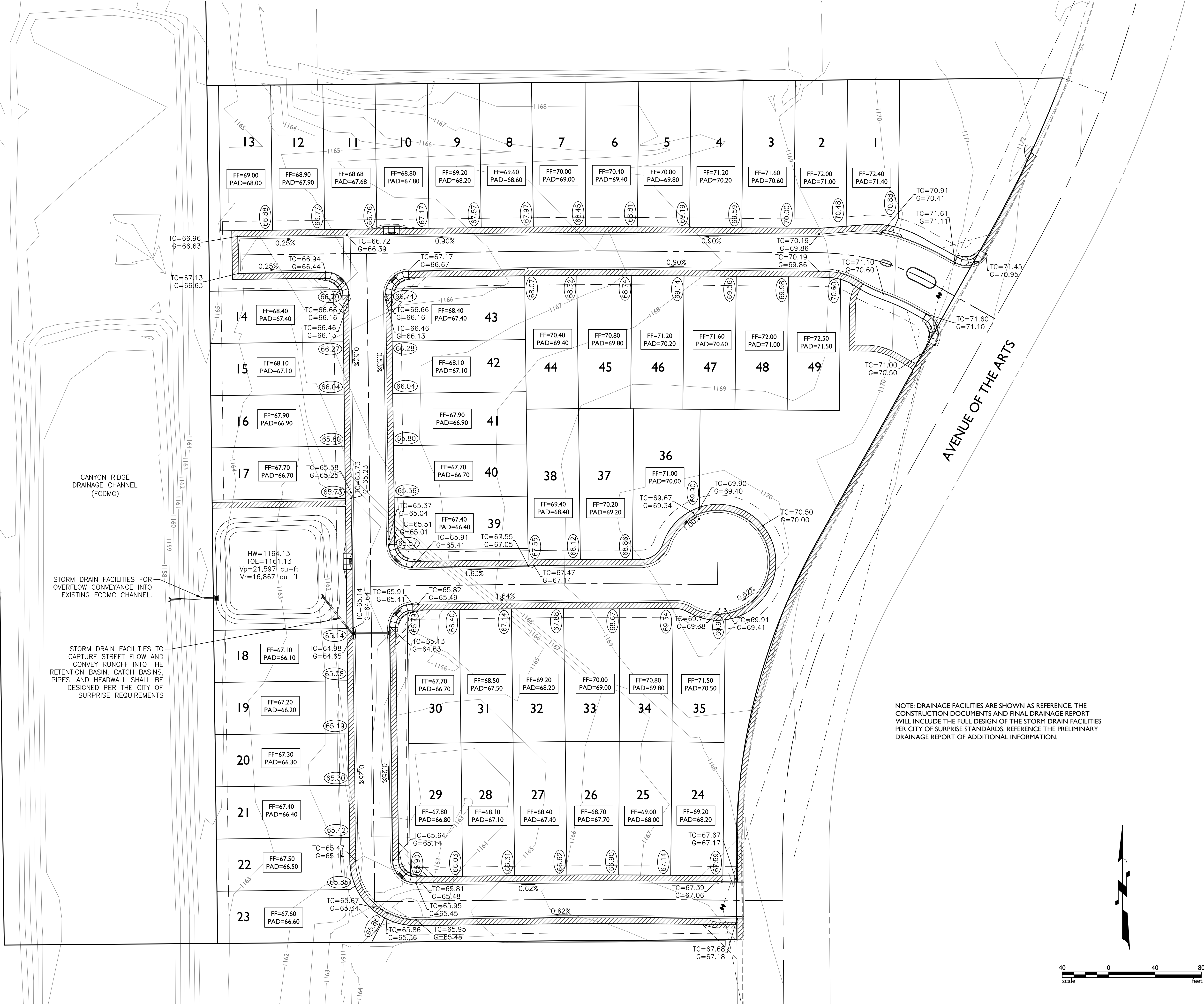
15-072

Sheet No.

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of 4

115TH AVENUE



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

Project:

SOUTH GATE AT CANYON RIDGE WEST
SURPRISE, AZ

Revisions:

MAY 14, 2015 - 1ST PRELIMINARY PLAT SUBMITTAL	
AUGUST 6, 2015 - 2ND PRELIMINARY PLAT SUBMITTAL	
AUGUST 27, 2015 - 3RD PRELIMINARY PLAT SUBMITTAL	

Call at least two full working days before your design submission

Dial 811 or 1-800-STAKE-IT (732-6346)
in Maricopa County (800)251-1166

Designer:

JM

Drawn by:

RW

EXPIRES: 08-21-2018

Job No.

15-072

PG01

Sheet No.

4

of 4



PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
TREES				
	Acacia aneura	Mulga	*1.5" Caliper	12
	Caesalpinia cacalaco 'Smoothie'	Thornless Cascalote	*1.5" Caliper	8
	Chilopsis linearis 'Bubba'	Desert Willow	*1.5" Caliper	9
	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	*2.0" Caliper	4
			*3.0" Caliper	1
			*1.5" Caliper	21
			*2.0" Caliper	6
			*3.0" Caliper	2
	Prosopis x 'Phoenix'	Thornless Mesquite	*1.5" Caliper	24
			*3.0" Caliper	1
				2

* Trees shall be min. 1.5" Caliper unless otherwise noted on plan.
Tree sizes shall be determined by caliper (not box size) per current ANA guidelines:
24" Box = 1.5" Caliper
36" Box = 2.0" Caliper
48" Box = 3.0" Caliper
** Existing Trees to be evaluated for health condition prior to final design.

SHRUBS/ACCENTS	COMMON NAME	SIZE	QTY
	Agave weberi	Weber Agave	5 Gal
	Aloe hybrid 'Blue Elf'	Blue Elf Aloe	5 Gal
	Bougainvillea species	Bougainvillea	5 Gal
	Callistemon 'Little John'	Little John	5 Gal
	Dasyliroa wheeleri	Desert Spoon	5 Gal
	Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	1 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmanii 'Rio Bravo'	Rio Bravo	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	Regal Mist	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Tecoma x 'Orange Jubilee'	Orange Jubilee	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE	QTY
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Lantana montevidensis	Purple Trailing Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Prostrate Rosemary	1 Gal

TURF			
	Cynodon dactylon 'Tifway 419'	Tifway 419	Hydroseed
	Vegetative Groundcover with 5/8" Screened Decomposed Granite Desert Gold or Equal, 2" Depth Min.		

NOTE:
FINAL PLANTING DESIGN FOR AVENUE OF THE ARTS FRONTAGE WILL INCLUDE THE MINIMUM TREE REQUIREMENTS:
• 1 TREE PER 25 LINEAR FEET (24" BOX MIN)
• 25% OF TREES TO BE 36" BOX
• 50% OF TREES PLANTED NEAR THE MAIN ENTRY TO BE 48" BOX.

PROJECT DATA

A.P.N.	200-13-016X
CURRENT LAND USE:	UNDEVELOPED
EXISTING GENERAL PLAN:	LOW DENSITY RESIDENTIAL
EXISTING ZONING:	PAD
GROSS AREA:	+/- 15.47 ACRES (INCLUDES R/W OF ADJACENT ARTERIALS & COLLECTOR ROADS)
NET AREA:	+/- 13.80 ACRES (EXCLUDES R/W OF ADJACENT ARTERIALS & COLLECTOR ROADS)
RESIDENTIAL AREA:	9.46 ACRES
DRAINAGE CHANNEL AREA:	4.34 ACRES
LOT SIZE:	45' x 115'
NO. OF LOTS:	49
GROSS DENSITY:	3.17 DU/AC
NET DENSITY:	3.55 DU/AC
OPEN SPACE:	+/- 1.51 AC. (EX. WAPA DRAINAGE CHANNEL)
OPEN SPACE (RES. AREA):	+/- 15.96%
TURF AREA:	8,625 S.F. (13% OF OPEN SPACE)

KEYNOTES

- 1 GATED MAIN ENTRY

2 ENTRY MONUMENT SIGN

3 5' COMPACTED GRANITE PATH

4 5' CONCRETE SIDEWALK

5 MAIN AMENITY AREA
- 6 EXIT ONLY GATE

7 TURF

8 MAILBOX

9 PEDESTRIAN GATE



1

MAIN AMENITY ENLARGEMENT
Scale: 1" = 20'-0"

Scale: 1" = 20'-0"



BENCH WITH BACK
By Webcoat
6ft B6WBCLASSICWINGLINES - Color Green



PICNIC TABLE
By Webcoat
Model: T6ROLLPEDS - Color Green



TRASH RECEPTACLE
By Webcoat
Model: TR32CLASSIC - Color Green



ENGINEERED WOOD FIBER



PLAY STRUCTURE
Landscape Structures
Design # 139



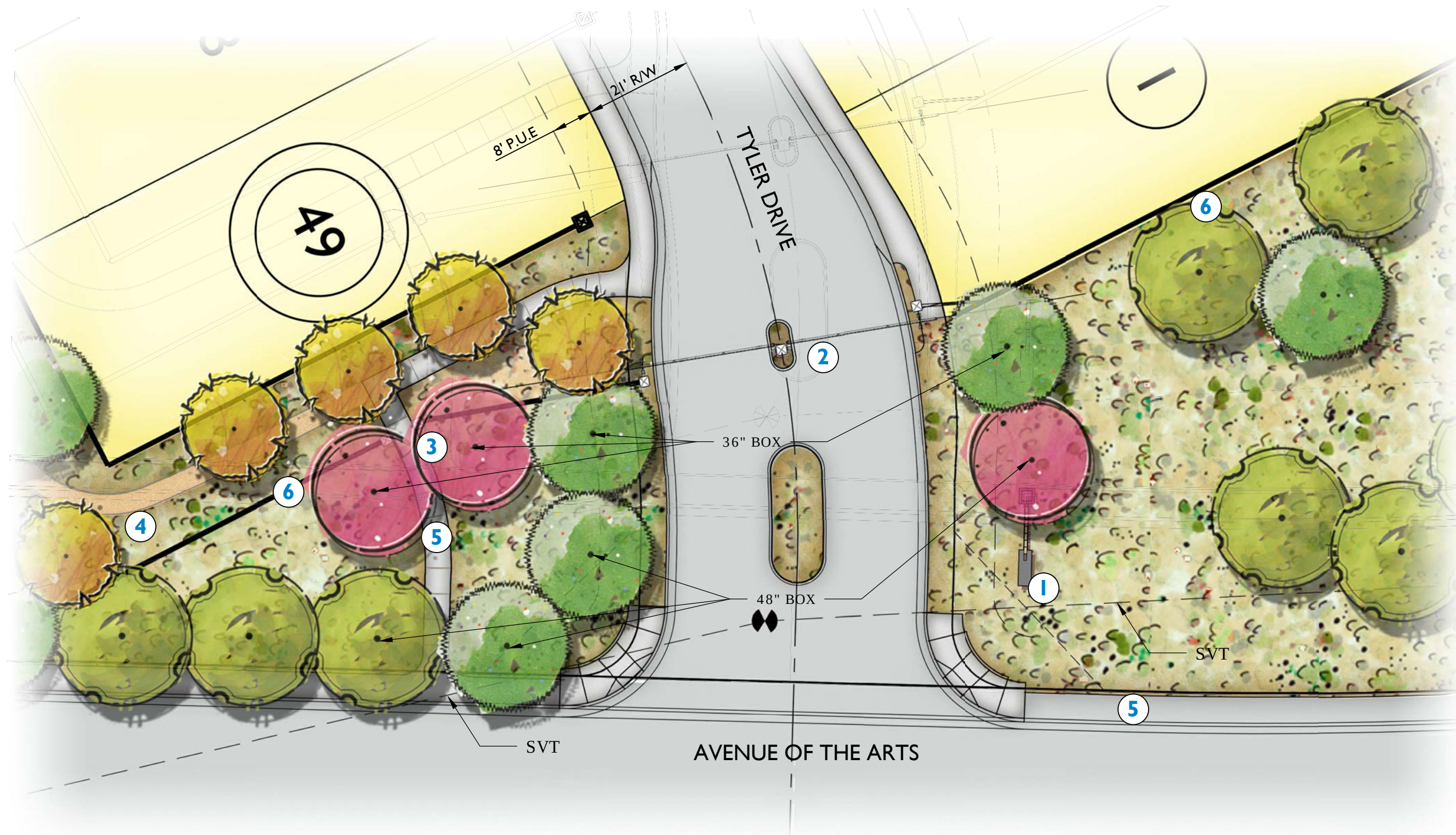
RAMADA
Classic Recreation. Roof: Bronze, Columns: Creme
Model: 16' x 20' Mesa HR-36



BBQ GRILL
DuMor
Model: 21-00 - Black

KEYNOTES

1 TOT LOT	5 5' COMPACTED DG PATH
2 ENGINEERED WOOD FIBER PLAY SURFACE	6 PEDESTRIAN GATE
3 16' x 20' RAMADA W/ PICNIC TABLE & TRASH RECEPTACLE	7 LANDSCAPE BENCH
4 5' CONCRETE SIDEWALK	8 BARBEQUE GRILL

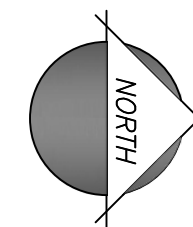


KEYNOTES

- 1 ENTRY MONUMENT SIGN
- 2 VEHICULAR ENTRY SLIDE GATE
- 3 PEDESTRIAN GATE
- 4 5' COMPACTED DECOMPOSED GRANITE PATH
- 5 5' CONCRETE SIDEWALK
- 6 PERIMETER THEME WALL (SEE WALL PLAN)

1 CONCEPTUAL COMMUNITY ENTRY PLAN

1" = 20'-0"



CLUSTER MAILBOX,
POST MOUNTED

ELEVATION FRONT

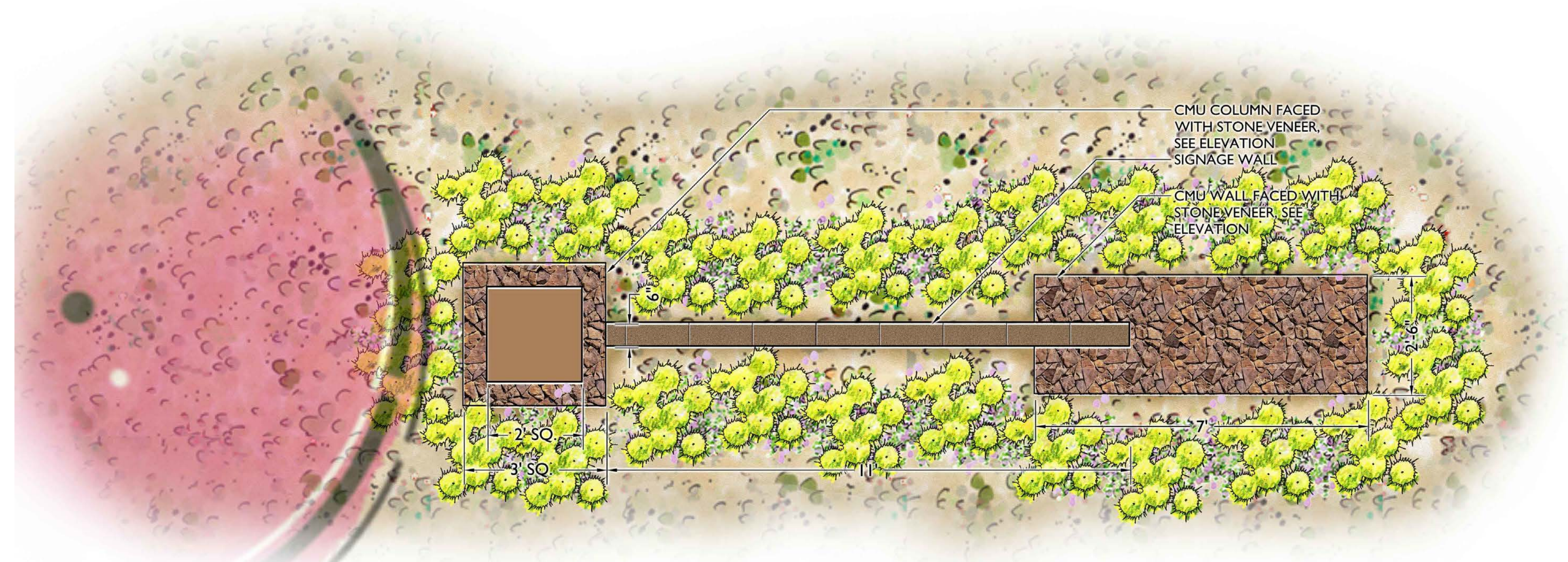
4 MAILBOX

NTS



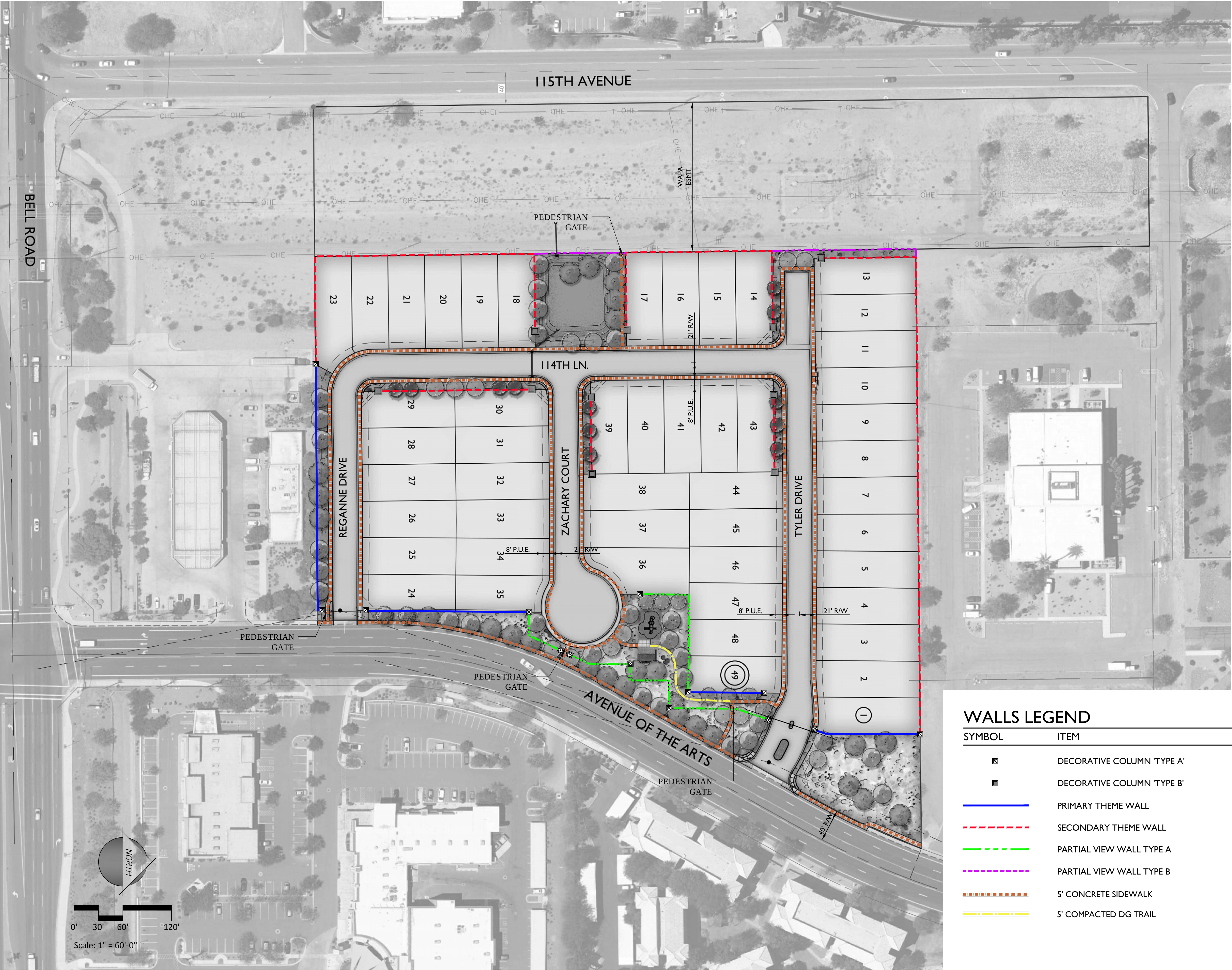
2 ENTRY MONUMENT ELEVATION

NTS



3 ENTRY MONUMENT PLAN

NTS



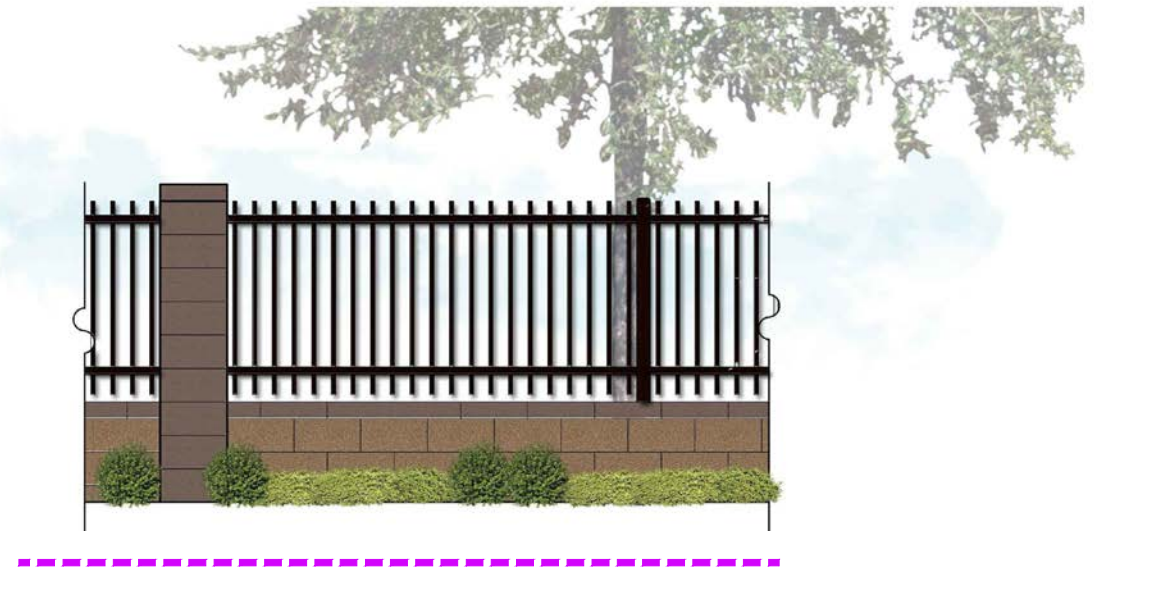
1 PRIMARY THEME WALL
NTS



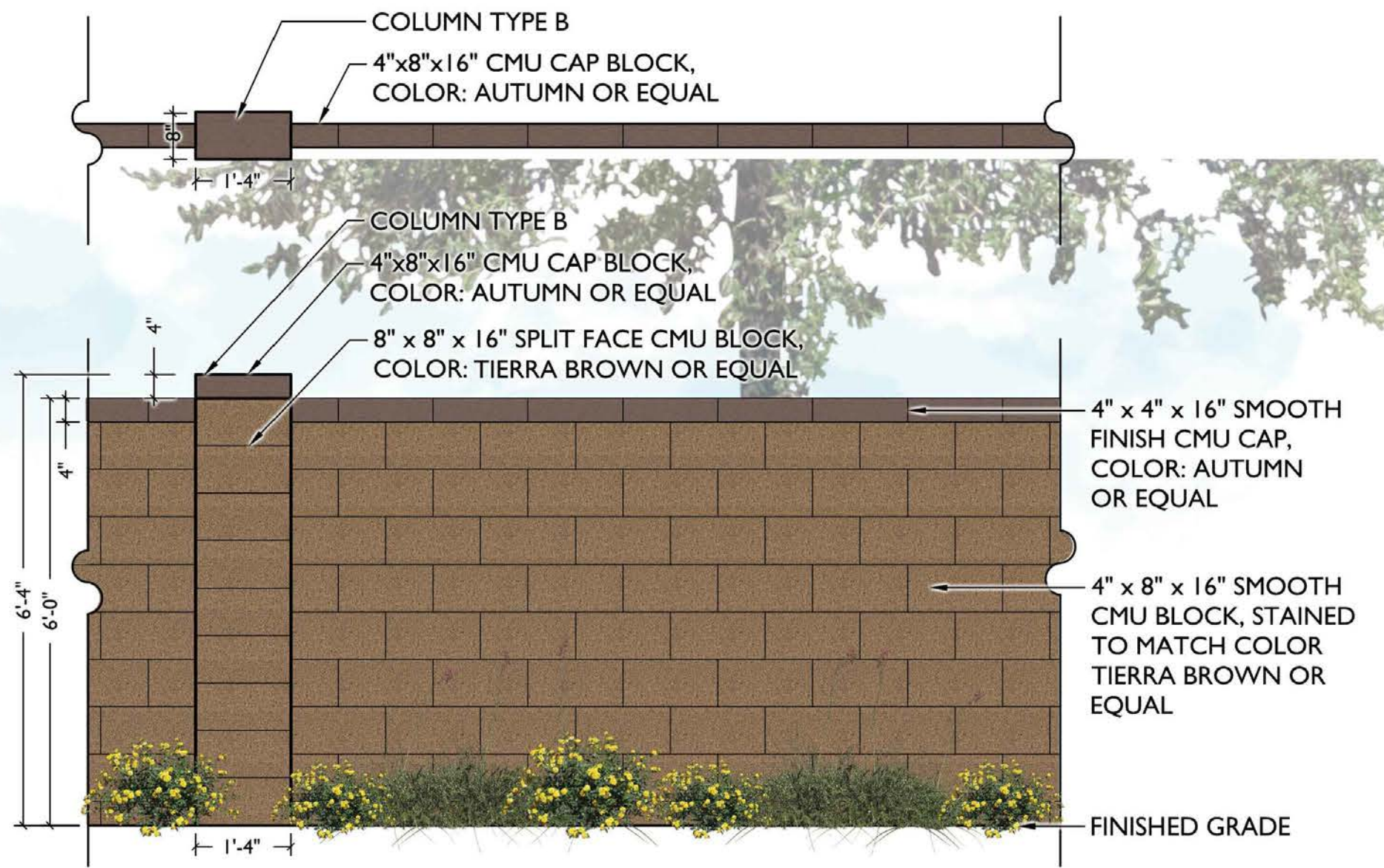
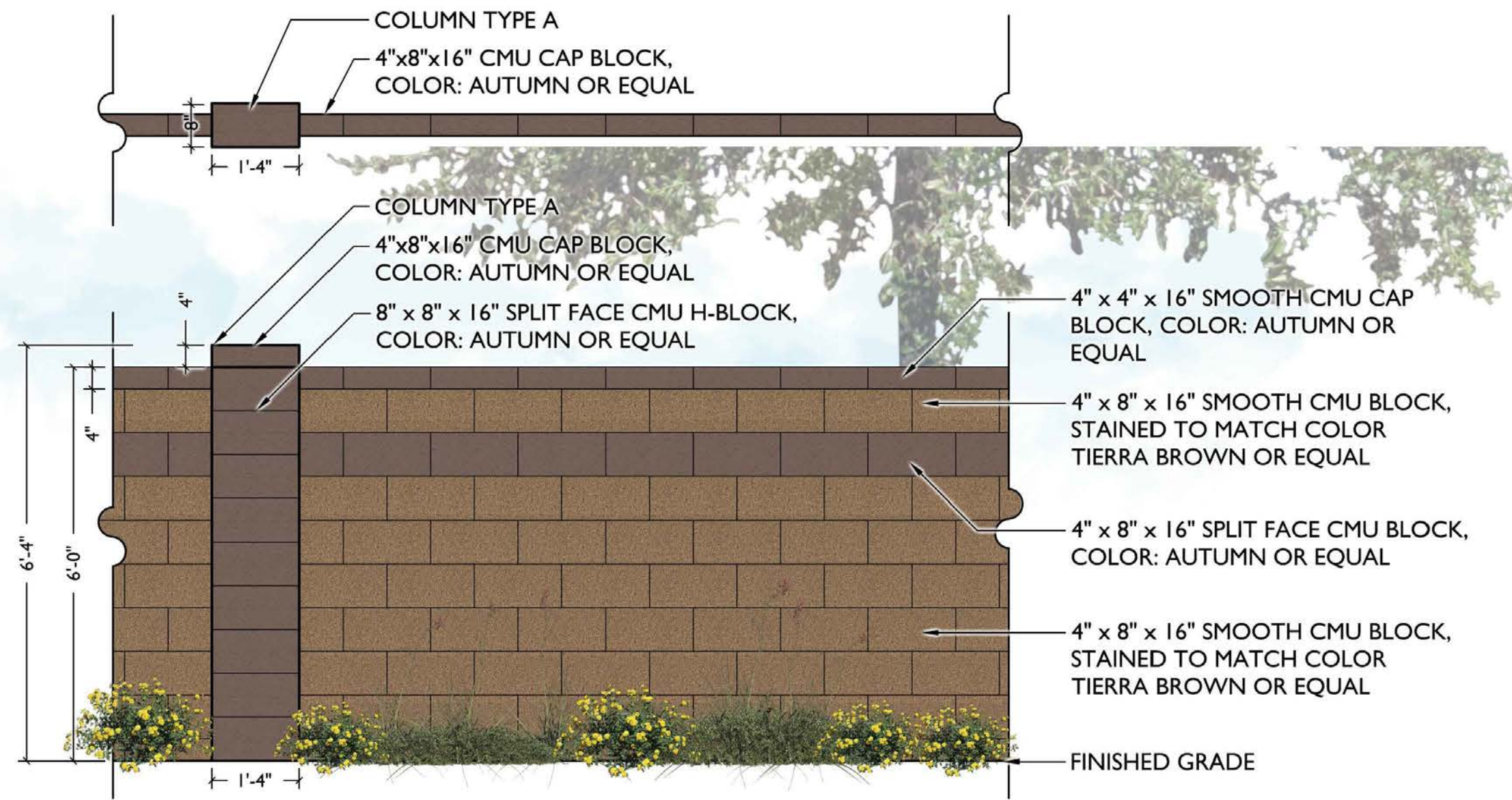
2 SECONDARY THEME WALL
NTS



3 PARTIAL VIEW WALL TYPE A
NTS



4 PARTIAL VIEW WALL TYPE B
NTS



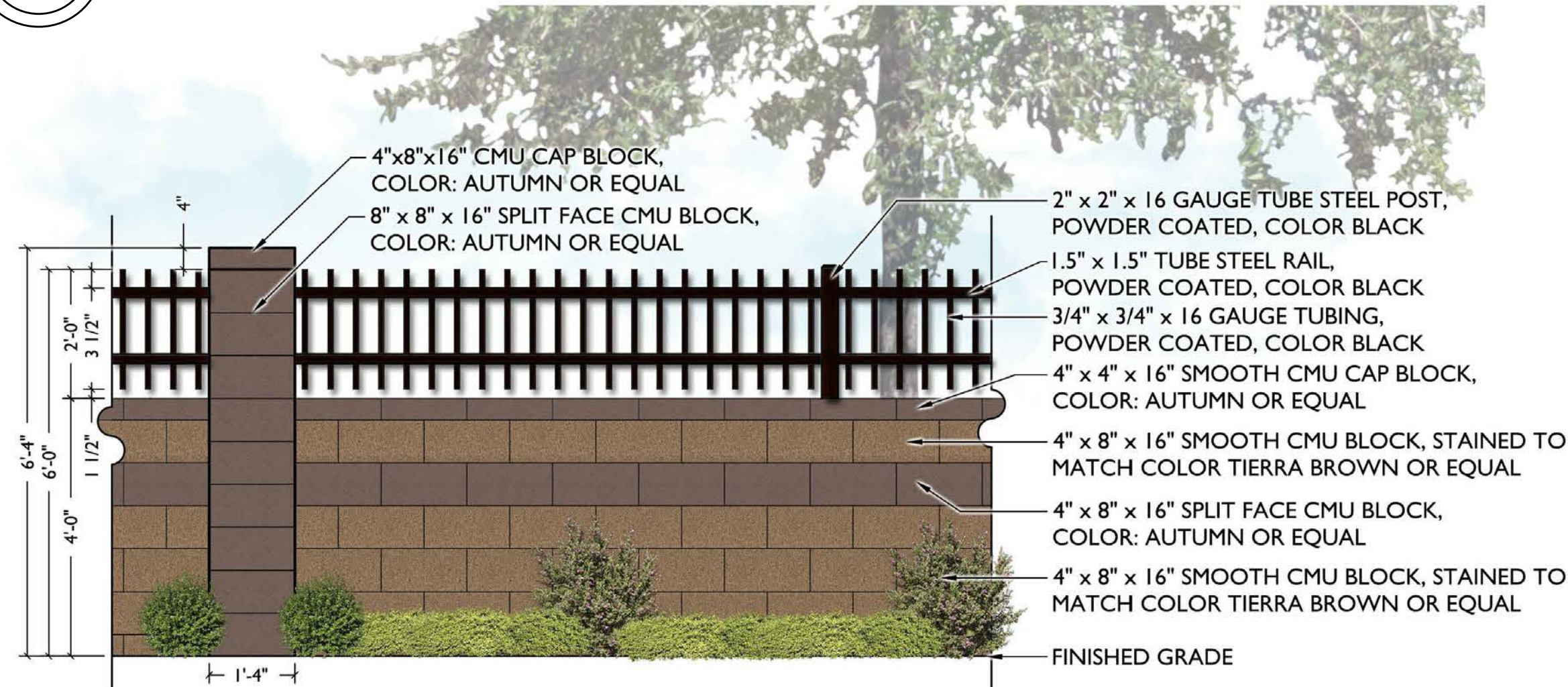
SPLIT FACE CMU BLOCK
Color: Autumn by Superlite Block or Equal



CMU BLOCK
Color: Tierra Brown by Superlite Block or Equal

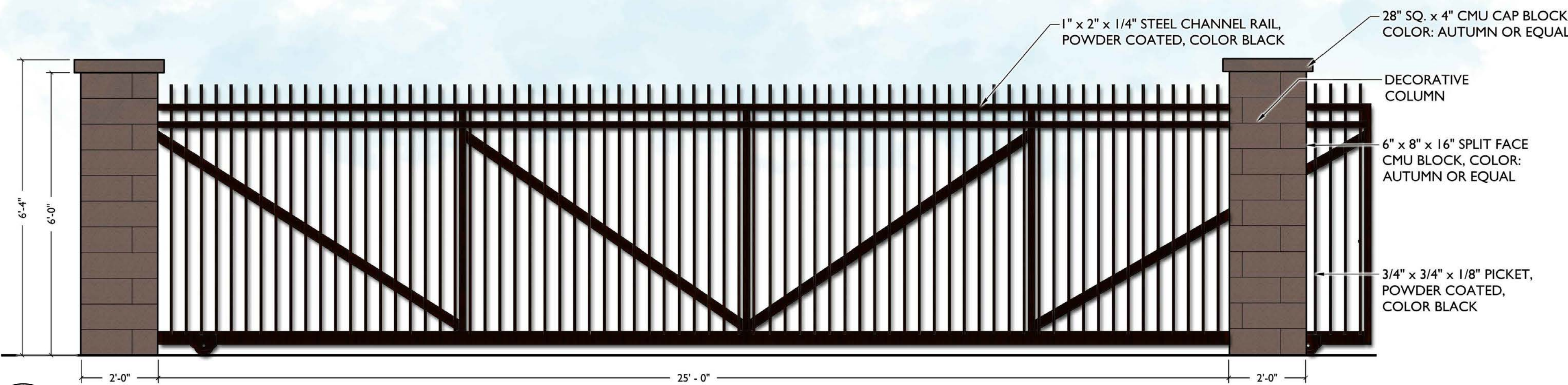
1 PRIMARY THEME WALL WITH 'COLUMN A'
Scale: 1/2" = 1'-0"

2 SECONDARY THEME WALL WITH 'COLUMN B'
Scale: 1/2" = 1'-0"

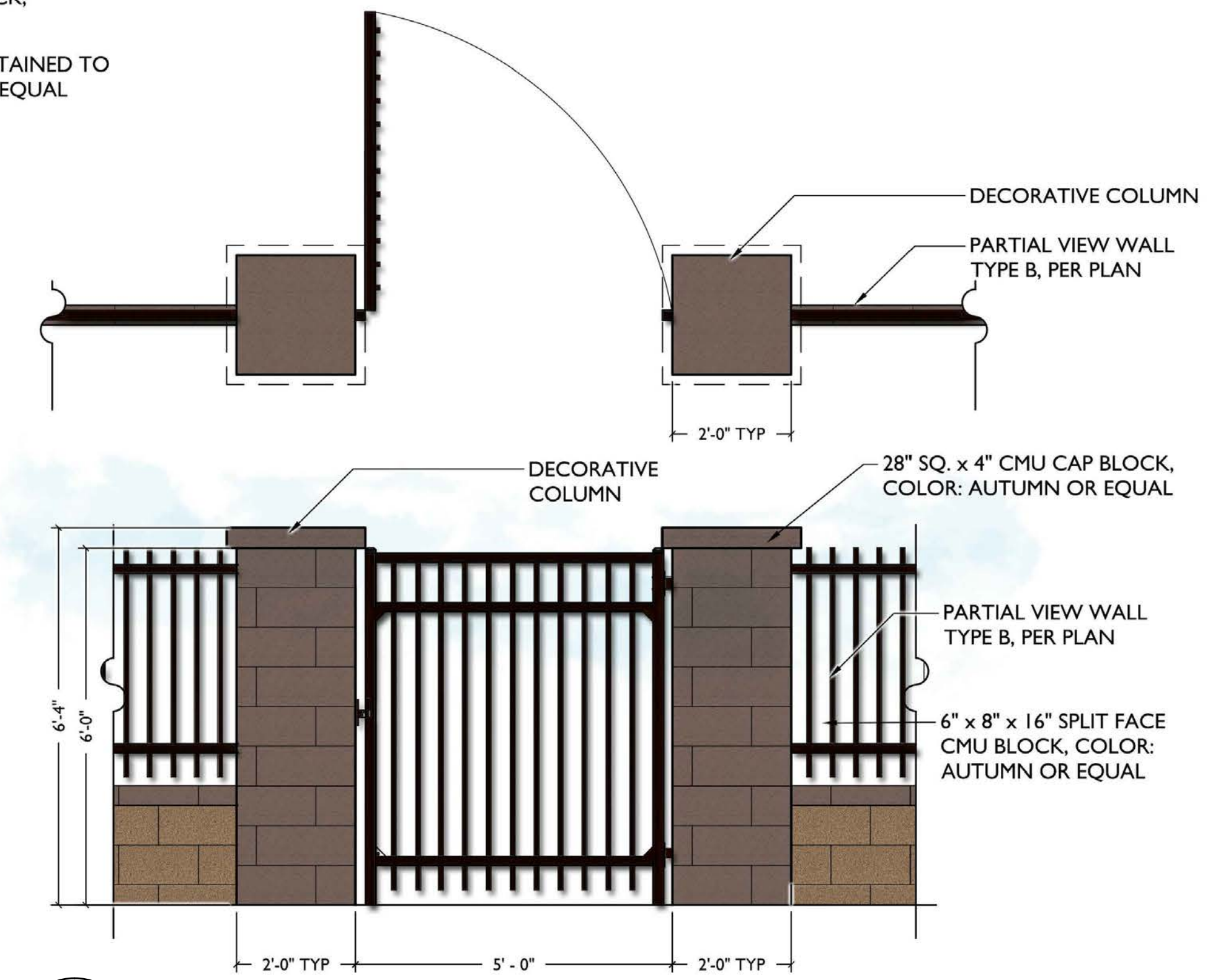


3 PARTIAL VIEW WALL TYPE A WITH 'COLUMN A'
Scale: 1/2" = 1'-0"

4 PARTIAL VIEW WALL TYPE B WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



5 VEHICULAR ENTRY GATE
Scale: 1/2" = 1'-0"



6 PEDESTRIAN ENTRY GATE
Scale: 1/2" = 1'-0"

Deborah,

Thank you for providing the Electronic Submittal for Southgate at Canyon Ridge.

Maricopa Water District (MWD) has reviewed this submittal and determined this lies outside the current boundaries of MWD.

Thanks again,

Debbie Trasancos

Property & Contracts Specialist

Maricopa Water District

14825 W. Grand Ave.

Surprise, AZ 85374

623/546-8266

fax 623/584-2536

debbiet@mwdaz.com



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

29 May 2015

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

Ms. Deborah Perry
City of Surprise Planning Department
12425 West Bell Road
Surprise AZ 85374

Re: Case FS15-205, Southgate at Canyon Ridge Single-Family Development

Dear Ms. Perry

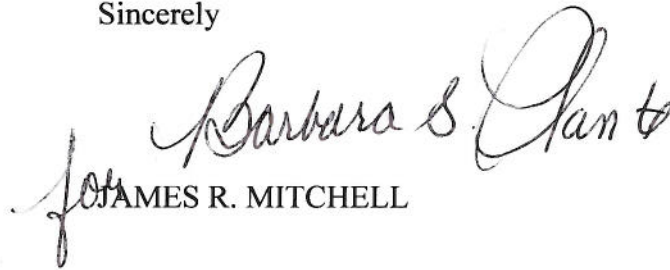
Thank you for the opportunity to provide comments on the Zoning Amendment and Preliminary Plat Application for Southgate at Canyon Ridge Parcel 1, Lot 2 Single-Family Development. The Property is located on 18.36 gross acres north of the northeast corner of 115th Avenue and Bell Road. The request is to amend the existing PAD to allow for the development of Parcel 1 Lot 2, which is part of the larger 240 acre Canyon Ridge West PAD, as low density single family residential. The plan is to develop the vacant land into 49 lots with a density of 2.7 du/ac. Note this request changes the overall max build out for Canyon Ridge West from 1,096 homes to 945 homes and the overall density of the subdivision from 4.57 to 3.94. The Property is approximately 2 miles outside the 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

As described, this request will not negatively impact the flying operations at Luke AFB. Since Parcel 2 will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform potential tenants about Luke AFB operations.

If there are any questions, please contact my Community Planner, Ms. Barbara Plante, at (623) 856-9981.

Sincerely


for JAMES R. MITCHELL

cc:

Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing



CITY OF SURPRISE
Regular City Council Meeting

December 1, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 1, 2015	Contact Person:	Robert Kuhfuss, Community Development
Submitting Department:	CD	District:	4
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion

Agenda Wording:

Consideration and action regarding a 49-Lot Preliminary Plat for a portion of Parcel I, Lot 2 of Canyon Ridge West for Southgate at Canyon Ridge West, a property generally located at 115th Avenue and Bell Road.

Motion:

I move to approve the Preliminary Plat for a portion of Parcel I, Lot 2 of Canyon Ridge West for Southgate Canyon Ridge West.

Background:

Carolyn Oberholtzer, of Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of 115th Avenue and Bell Road, LLC and Garrett-Walker Homes, seeks approval of a 49-Lot Preliminary Plat in Canyon Ridge West. This proposal is in conjunction with a proposed Rezone/Major PAD Amendment proposal to change the land use of the property from High Density Residential to Low Density Residential, which is included under a separate agenda item this date. This matter was scheduled for review and possible action by the Planning and Zoning Commission hearing date of November 19, 2015; however, the results of that meeting are unknown as of the writing of this report.

Objective Analysis:

The proposal Preliminary Plat demonstrates the applicant's intent to develop the site in accordance with the proposed development standards set forth under the associated Rezone/PAD Amendment. The proposal includes a reduced street cross-section which omits the park strip between the curb and sidewalk, but is otherwise consistent with the paving widths as currently adopted. The site is well landscaped with appropriate amenities. As the site is essentially an infill site, approval of the proposed Preliminary Plat will allow the site to develop in a responsible manner.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Low Density Land Use

Category, which supports residential development of between three and five dwelling units per acre (3-5 DU/Ac). The proposed PAD Amendment and related Preliminary Plat demonstrate consistency with this land use category.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 FS15-205 - Southgate at Canyon Ridge - PP - Staff Report](#)
 - ☐ [01 FS15-215 - Southgate at Canyon Ridge - PP - Vicinty Map](#)
 - ☐ [02 FS15-215 - Southgate at Canyon Ridge - PP - Zone Change Case Map](#)
 - ☐ [03 FS15-215 - Southgate at Canyon Ridge - PP - PP Case Map](#)
 - ☐ [04 FS15-215 - Southgate at Canyon Ridge - PP - PAD and PP Narrative](#)
 - ☐ [05 FS15-215 - Southgate at Canyon Ridge - PP - PP Plat Plan](#)
 - ☐ [06 FS15-215 - Southgate at Canyon Ridge - PP - PP Landscape Plan Part 1](#)
 - ☐ [06 FS15-215 - Southgate at Canyon Ridge - PP - PP Landscape Plan Part 2](#)
 - ☐ [07 FS15-215 - Southgate at Canyon Ridge - PP - MWD Comments](#)
 - ☐ [08 FS15-215 - Southgate at Canyon Ridge - PP - Luke AFB Comments](#)
 - ☐ [09 FS15-215 - Southgate at Canyon Ridge - PP - Presentation](#)
-

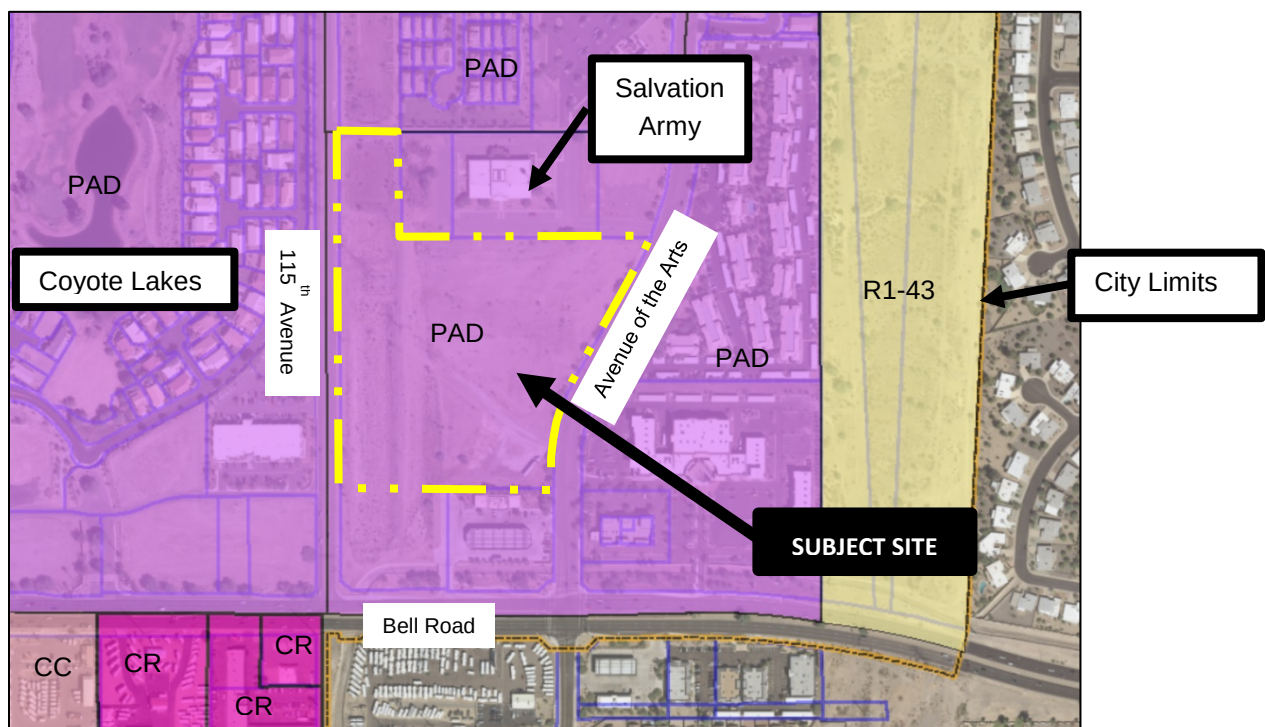
Case:	FS15-205
Project Name:	Southgate at Canyon Ridge
Council District:	4
Meeting Date:	December 1, 2015
Planner:	Robert H. Kuhfuss, AICP
Owner:	115 th Avenue and Bell Road, LLC
Applicant:	Carolyn Oberholtzer of Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of 115 th Avenue and Bell Road, LLC and Garrett-Walker Homes
Requests:	1) Rezone from PAD (High Density Residential 9-22 DU/Ac) to PAD (Low Density Residential 2-6 DU/Ac) 2) 49-Lot Preliminary Plat
Site Location:	West of Avenue of the Arts and north of Bell Road
Site Size:	15.47 acres (approx.)
Density:	3.17 DU/Ac
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known
Findings:	
Major PAD Amendment:	The proposed Rezone/Major PAD Amendment is consistent with the Surprise General Plan 2035. The reviewing agencies have indicated no objections to the request.
Preliminary Plat:	The proposed Preliminary Plat is consistent with the Rezone/ Major PAD Amendment as proposed. The reviewing agencies have indicated no objections to the request.
Planning and Zoning Commission	
Recommendations:	Unknown as of the writing of this report

PROJECT DESCRIPTION:

Carolyn Oberholtzer, of Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of 115th Avenue and Bell Road, LLC and Garrett-Walker Homes, seeks approval of a Rezone/Major PAD Amendment to change the land use of the property from High Density Residential to Low Density Single-Family Residential in addition to a 49-lot Preliminary Plat, which demonstrates the applicant's intent to develop the site in accordance with the proposed PAD Amendment.

EXISTING ZONING:

The following chart and associated map depict the existing zoning of the subject site and its surrounds.



PAD (Medium Density Residential)	PAD (Commercial)	PAD (High Density Residential)
PAD (Medium Density Residential)	PAD	PAD (High Density Residential and Commercial)
PAD (Medium Density Residential and Commercial)	PAD (High Density Residential and Commercial)	PAD (Commercial)

60 **BACKGROUND:**

61
62 **August 28, 1997:** The City Council approved the original Canyon Ridge PAD under case PAD97-006.

63
64 **August 1, 2001:** The City Council approved a Major PAD Amendment to Parcel 5 of the Canyon
65 Ridge PAD for the purpose of revising the land use from High Density Residential to Low Density
66 Residential under case PADA00-101.

67
68 **April 28, 2005:** The City Council approved a Major PAD Amendment to Parcel 4 and portions of
69 Parcels 2 and 3 of the Canyon Ridge PAD for the purpose of revising the land use from Community
70 Commercial and Multi-Family Residential to Single-Family Residential under case PADA04-349.

71
72 **September 27, 2007:** The City Council approved a Major PAD Amendment for the purpose of
73 changing the land use of the subject property from Community Commercial to High Density
74 Residential to accommodate The Seasons at Surprise Apartments under case PADA07-118.

75
76 **February 13, 2008:** Staff approved a Master Sign Program for Parcel 8 of the Canyon Ridge
77 Development under case PADA07-444.

78
79 **January 14, 2015:** Staff met with the applicant to discuss the subject project during a regularly
80 scheduled Due Diligence meeting.

81
82 **April 10, 2015:** Staff met with the applicant to discuss the subject project during a regularly
83 scheduled Concept Review meeting under CR14-143.

84
85 **May 20, 2015:** The applicant filed a request for a Major PAD Amendment to the Canyon Ridge PAD
86 together with a related Preliminary Plat under case FS15-205, the subject case.

87
88 **July 20, 2015:** The applicant held a neighborhood outreach meeting to discuss the project.

89
90 **November 19, 2015:** The subject requests are scheduled for hearing and possible action by the
91 Planning and Zoning Commission. The results of that meeting are unknown as of the writing of this
92 report.

93
94 **CITIZEN OUTREACH:**

95
96 The site was posted and advertised in accordance with the SUDC. As noted above, the applicant
97 held a Citizen Review meeting on July 20, 2015. One local resident was in attendance who
98 expressed general support for the request.

99 **ANALYSIS AND DISCUSSION:**

100
101 The subject property is of an irregular shape, sandwiched between 115th Avenue on the west and
102 Avenue of the Arts on the east. Access to the site will be from Avenue of the Arts via one of two
103 entrances – the primary entrance located towards the northern end of the site with a second access
104 located near the southern end of the site. Both access points will be gated; however, only the
105 northern access will accommodate resident ingress and egress. The southern access will
106 accommodate resident egress only, with the exception of emergency vehicles, which will have full
107 access.

108
109 The westernmost 184' is encumbered by several power line easements and a major drainage
110 channel; therefore, no lotting will occur in that area although the area is included as Tract "J". An
111 existing 12 kVA transmission line is located immediately to the west of the westernmost row of lots.
112 A 45' easement will encumber the rear of these lots, which will limit the size of vegetation planted
113 in this area in order to minimize interference with the 12 kVA line.

114
115 The eastern frontage along Avenue of the Arts will be well landscaped using a variety of drought-
116 tolerant plant species. A neighborhood park will be located within the fenced-in area adjacent to
117 Lot 36 and will include amenities such as a ramada, BBQ, and children's play equipment. Located
118 on the opposite side of the subdivision near the aforementioned Tract "J", will be a small turf
119 retention area that will serve as a community play field. A standard 5' concrete sidewalk will be
120 located along the interior streets, with a 5' trail consisting of both concrete and decomposed
121 granite (DG) path lead to and from the two recreation areas within the subdivision. A pedestrian
122 gate will provide access to Avenue of the Arts while a second pedestrian gate will lead from the turf
123 area to Tract "J" located within the subdivision, but outside the gated perimeter.

124
125 The entire perimeter excluding Tract "J" will be enclosed using a primary and secondary theme wall
126 consisting of a combination of smooth-face and split-face masonry and wrought iron. An entry
127 monument consisting of smooth-face CMU and stone accents will bear the name of the subdivision
128 and will be located near the northern entry point.

129
130 The proposed lots will be typically 45' wide by 115' deep although some of the lots will be deeper
131 than the minimum standard. Two key-lots will be present (Lots 38 and 44); however, a 10' wide
132 landscape tract will be located adjacent to the two corner lots thereby providing sight visibility past
133 the fence line of the two corner lots.

The proposed development standards are taken from the original PAD, but adapted slightly. The minimum lot area will be 5,000 square feet compared to 4,400 square feet, while the minimum lot width increases from 40' to 45'. The original PAD also required a 13' street-side setback, which is eliminated with the subject case due to two 10' landscape tracts that will be located between the street corner and what would otherwise be a corner lot. The minimum front yard setback remains at 18', although the requirement for a staggered front setback is eliminated with the subject case. The rear setback decreases from 20' to 15'; however, the subject case also includes a 2:1 horizontal to vertical height ratio with a maximum height of 14' for any accessory structures. A maximum lot coverage of 55% is included with this amendment as well.

The applicant proposes a slightly narrower interior street cross-section consisting of 32' of pavement with a 5' attached sidewalk on both sides located within a 42' full-width private street tract. This differs from the City of Surprise standard, which requires a detached sidewalk and a 55' full-width right-of-way. While staff prefers a detached sidewalk due to its amenity value, the site is essentially an infill project that is constrained by existing development. Therefore, staff does not object to the reduced cross-section.

Exhibit F of the project narrative includes a number of preliminary floorplan and elevation options. Although these specific renderings could change with the actual submittal of the Home Product Review, the intent is to provide housing projects that will respect the project's location near the gateway to the city. The applicant will be required to submit final drawings for Home Project Review, which staff will review against the city's design criteria.

UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	EPCOR
Wastewater:	EPCOR
Refuse:	City of Surprise
Natural Gas:	SWG
Irrigation:	N/A
Schools:	Dysart USD #89

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Low Density Land Use Category, which supports residential development of between three and five dwelling units per acre (3-5 DU/Ac). The proposed PAD Amendment and related Preliminary Plat demonstrate consistency with this land use category.

164 **REVIEWING AGENCIES:**

165
166 In addition to the standard city reviewing agencies, who indicate no objections to the requests,
167 Luke Air force Base, Maricopa Water District, and ADOT were included in the routing of this case.
168

169 **Luke Air Force Base (LAFB):** LAFB indicates no objections to the request, but advises the applicant
170 review sound attenuation requirements and engage in a strong notification program with respect
171 to the air base and its operations.
172

173 **Maricopa Water District (MWD):** MWD advises the subject property lies outside of their service
174 area and offers no comment.
175

176 **SUMMARY:**

177
178 Staff believes the proposed Rezone/Major PAD Amendment, in conjunction with the related
179 Preliminary Plat, will allow appropriate infill to take place within an otherwise constrained site. The
180 project is well-designed and is consistent with the City's General Plan.
181

182 **FINDINGS:**

183
184 **Major PAD Amendment:**

- 185
186
 - The proposed Rezone/Major PAD Amendment is consistent with the Surprise General Plan
 - 187 2035.
 - 188 • The reviewing agencies have indicated no objections to the request.

189

190 **Preliminary Plat:**

- 191
192
 - The proposed Preliminary Plat is consistent with the Rezone/ Major PAD Amendment as
 - 193 proposed.
 - 194 • The reviewing agencies have indicated no objections to the request.

195

196 **RECOMMENDATIONS:**

197
198 **Rezone/Major PAD Amendment:**

199
200 Based on the findings noted above, staff recommended the Planning and Zoning Commission
201 recommend **approval** of the proposed Rezone/Major PAD Amendment to the City Council subject
202 to the following stipulations 'a' through 'c'; however, the Commission's recommendation is
203 unknown as of the writing of this report:
204

- 205 a. Development and use of the site shall be in conformance with the project narrative entitled
206 "Canyon Ridge West PAD Amendment & Preliminary Plat for Southgate at Canyon
207 Ridge" consisting of 44 pages dated revised October 16, 2015 and stamped received
208 October 19, 2015, except as modified by the following stipulations.
209
210 b. Non-compliance with the stipulations of approval of this case will be treated as a violation in
211 accordance with the provisions of Article XIV of the Surprise Unified Development Code.
212
213 c. The Property owner and successors waive claim for diminution of in value if the City takes
214 action to rescind approval of this zone change request due to non-compliance with the
215 stipulations of approval.
216

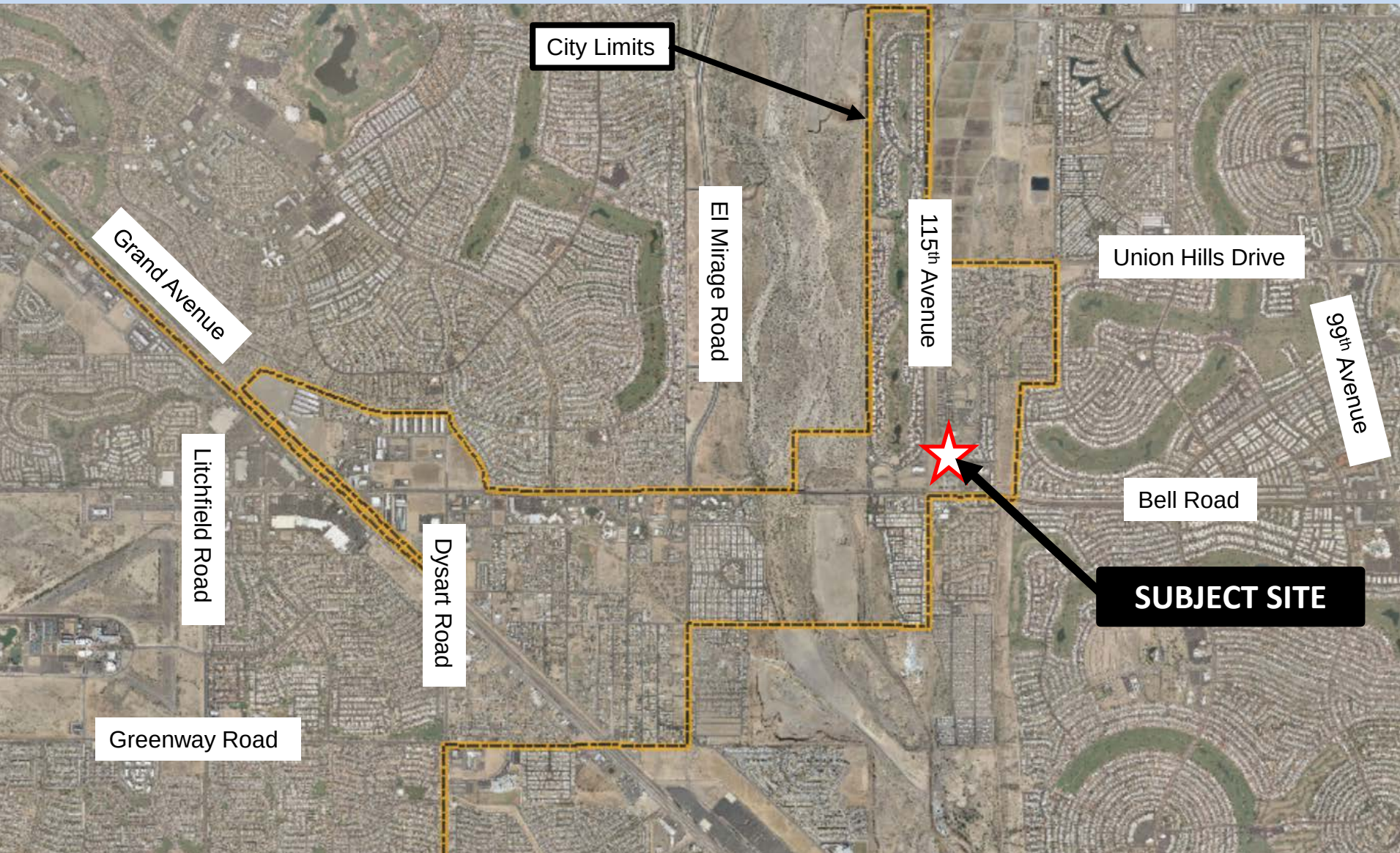
217 **Preliminary Plat:**
218

219 Based on the findings noted above, should the Commission vote to recommend approval of the
220 Rezone/Major PAD Amendment proposed under this case, staff then recommended the
221 Commission move to recommend **approval** of the proposed Preliminary Plat to the City Council.
222

223 **ATTACHMENTS:**
224

- 225 01 – Vicinity Map (1 page)
226 02 – Zone Change Case Map (1 page)
227 03 – Preliminary Plat Case Map (1 page)
228 04 – PAD and Preliminary Plat Narrative (44 pages)
229 05 – Preliminary Plat Plan (5 pages)
230 06 – Preliminary Landscape Plan (5 pages)
231 07 – MWD comments (1 page)
232 08 – Luke AFB comments (1 page)

Vicinity Map



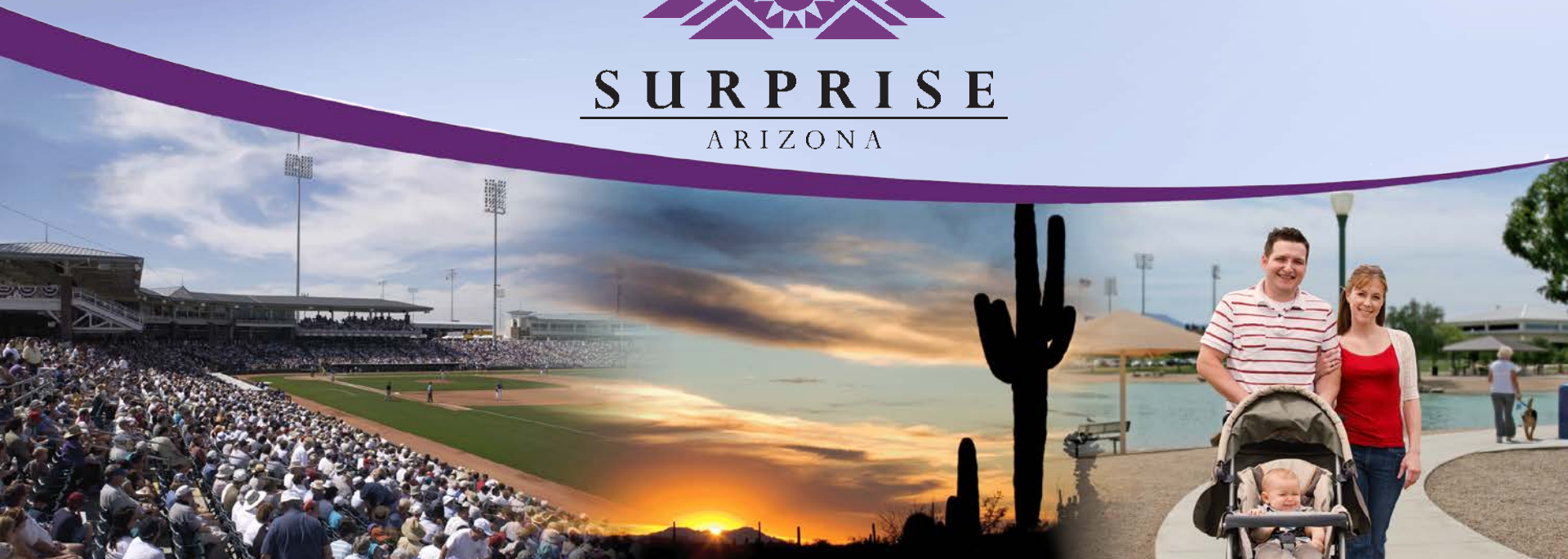
FS15-205

Southgate at Canyon Ridge West Rezone/Major PAD Amendment and Preliminary Plat City Council Regular Session

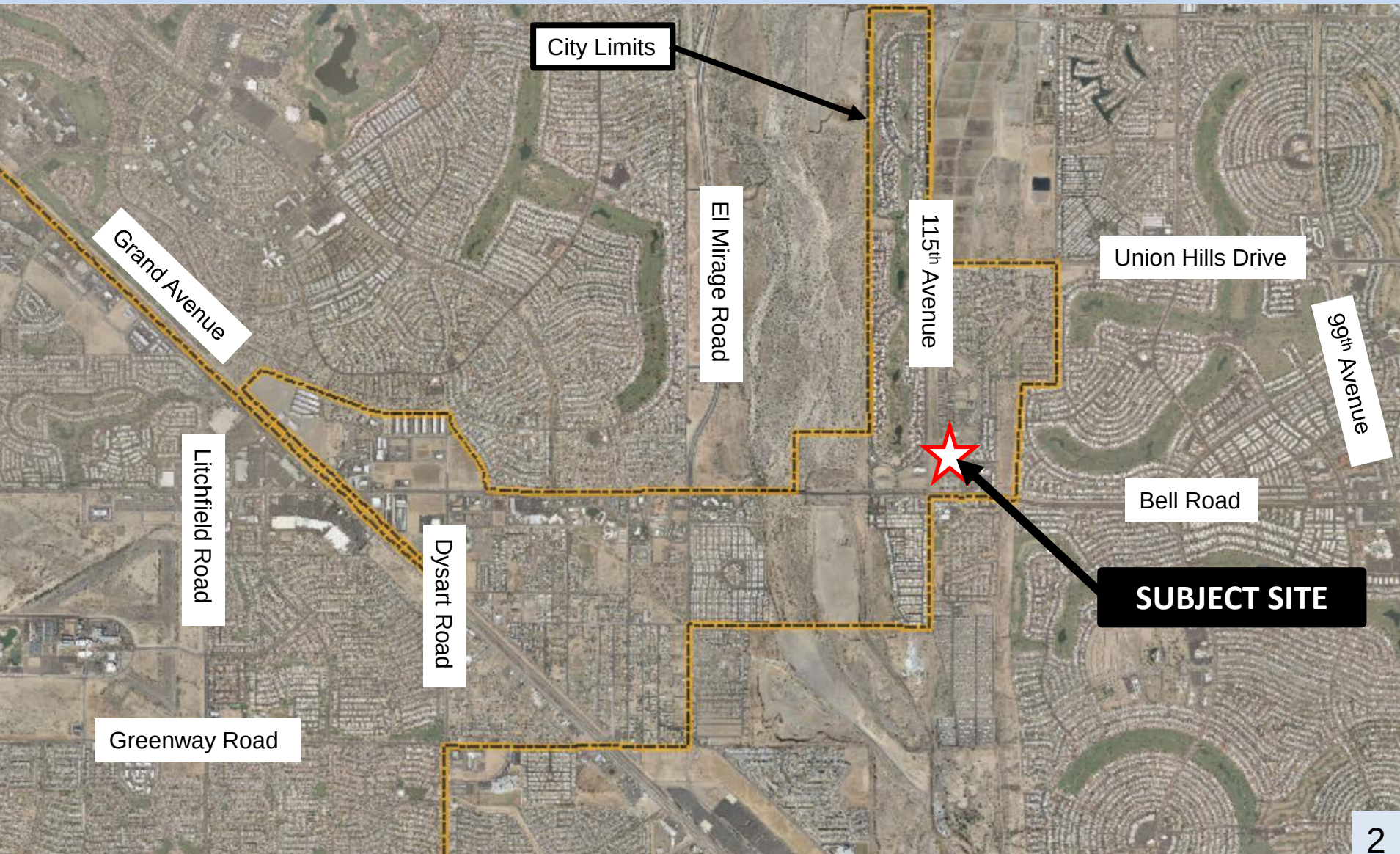
December 1, 2015



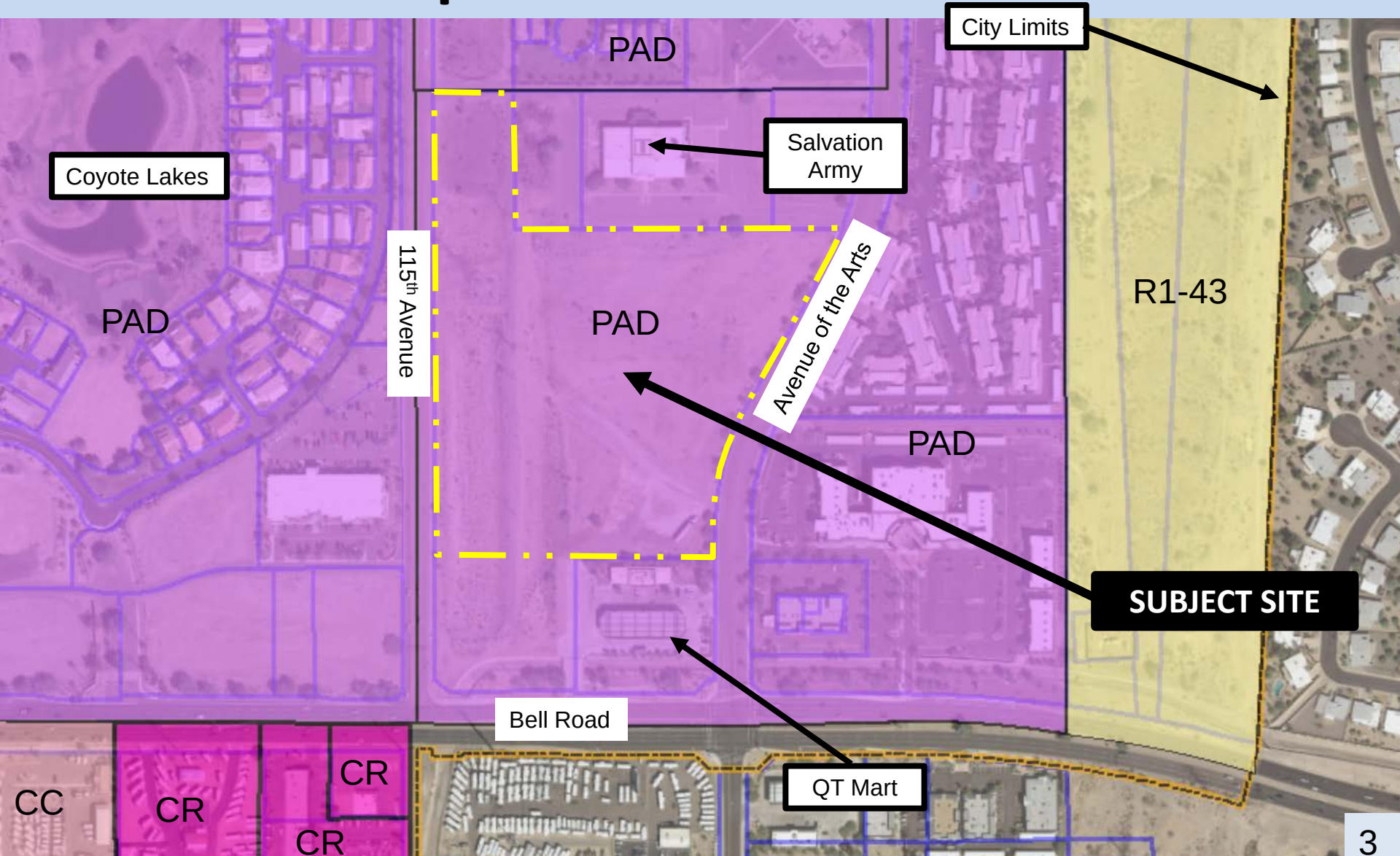
SURPRISE
ARIZONA



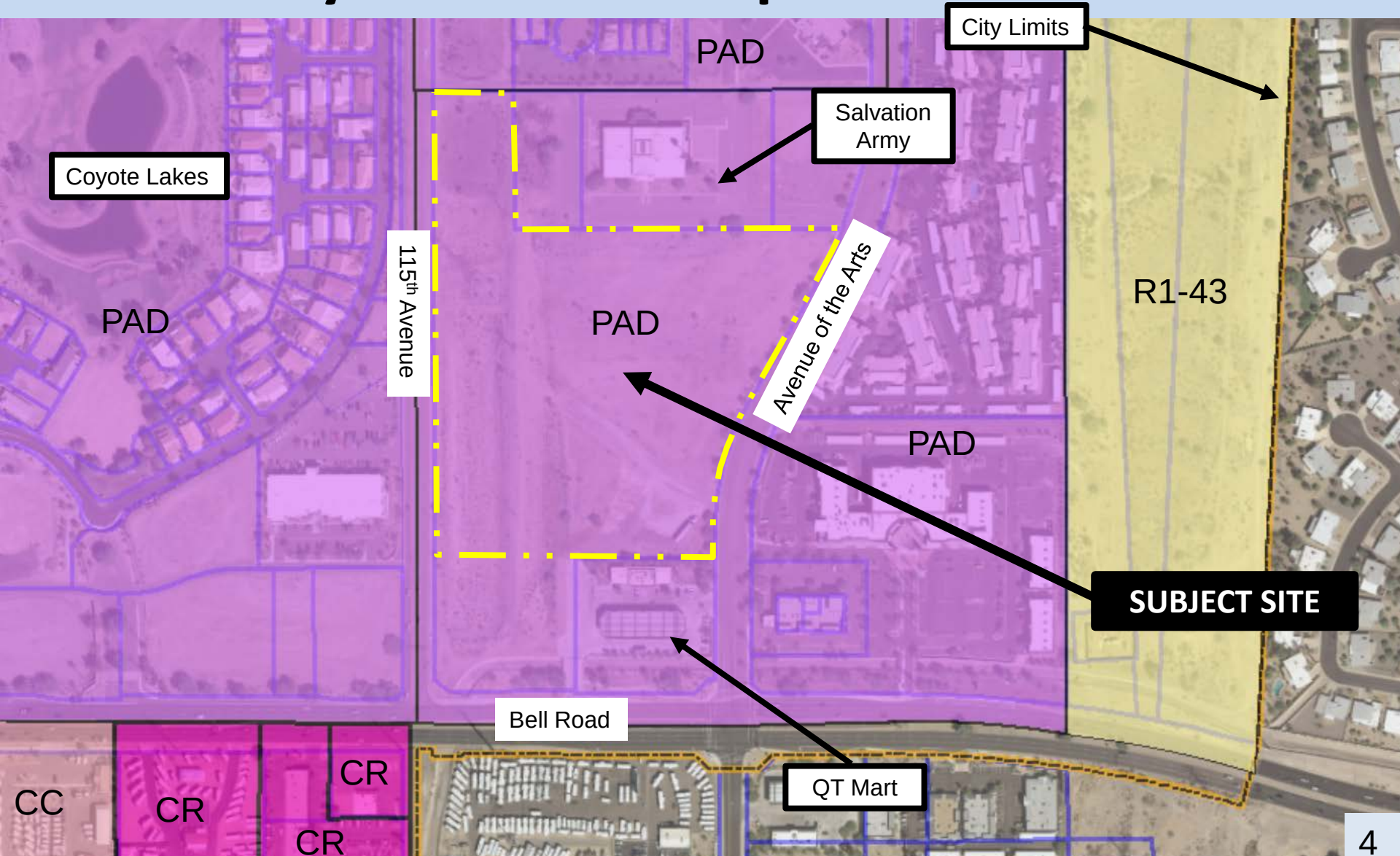
Vicinity Map



PADA Case Map



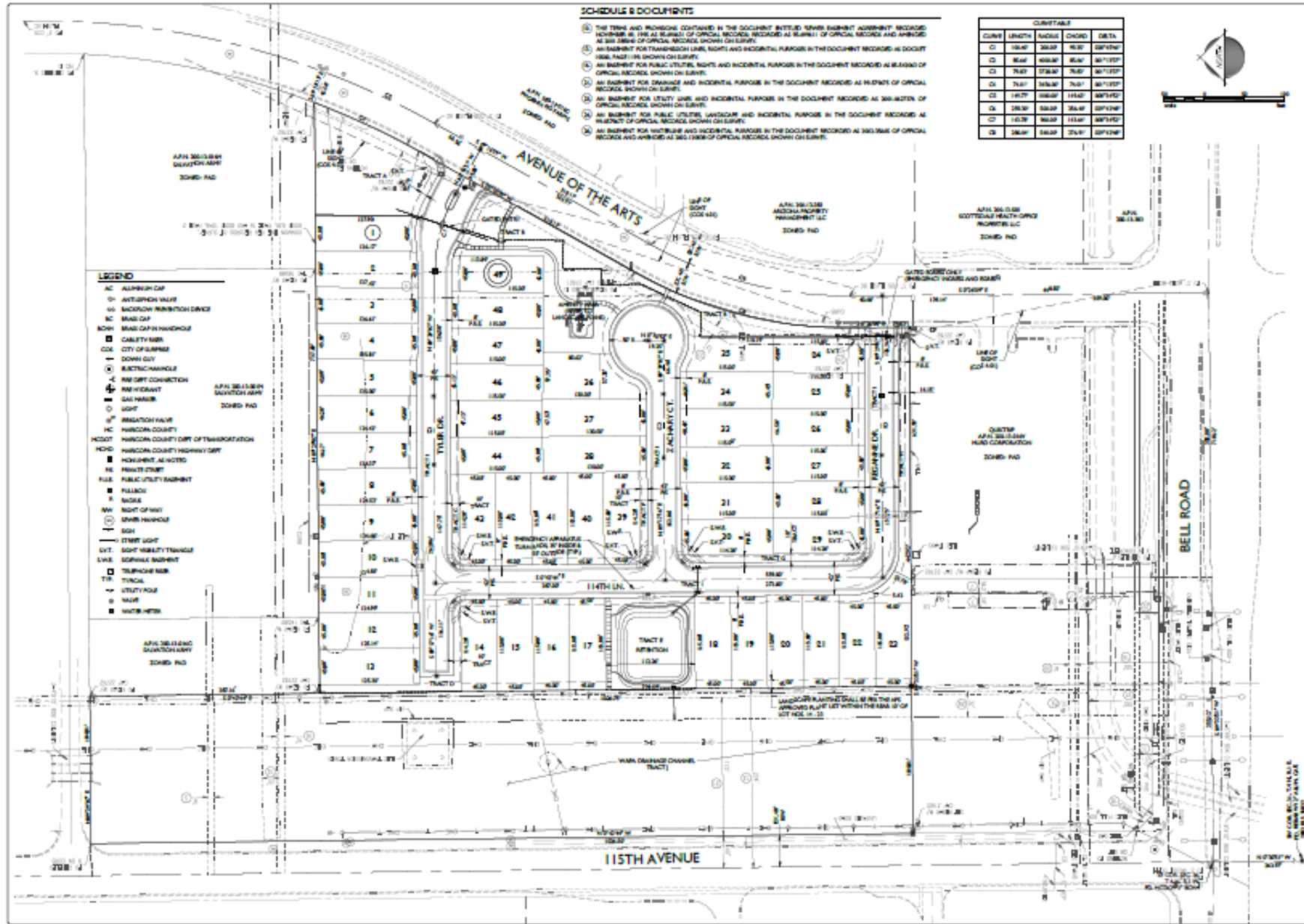
Preliminary Plat Case Map



FS15-205 Southgate at Canyon Ridge West



15-072

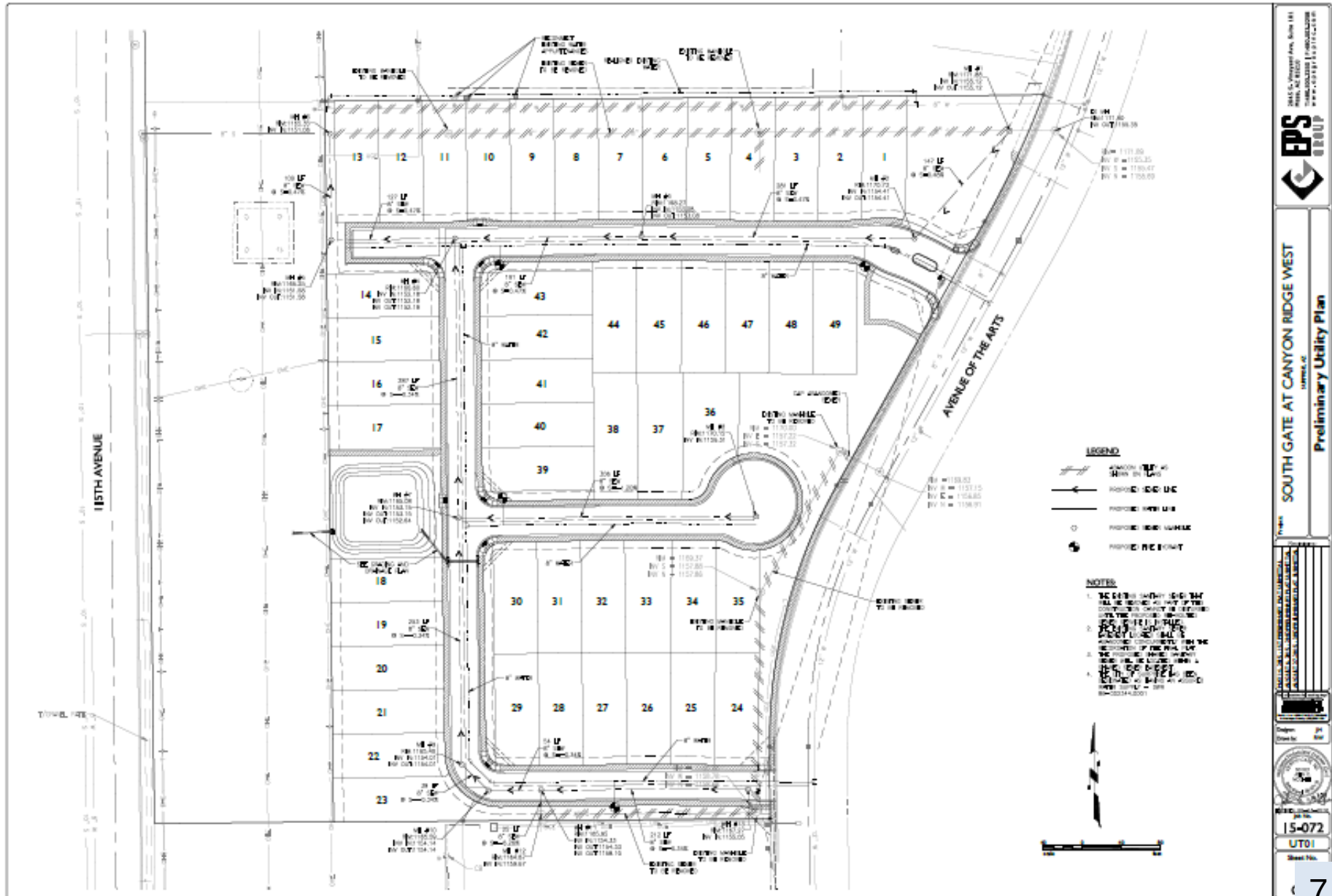


15-072

PRELIMINARY PLAT

15-072

PP01

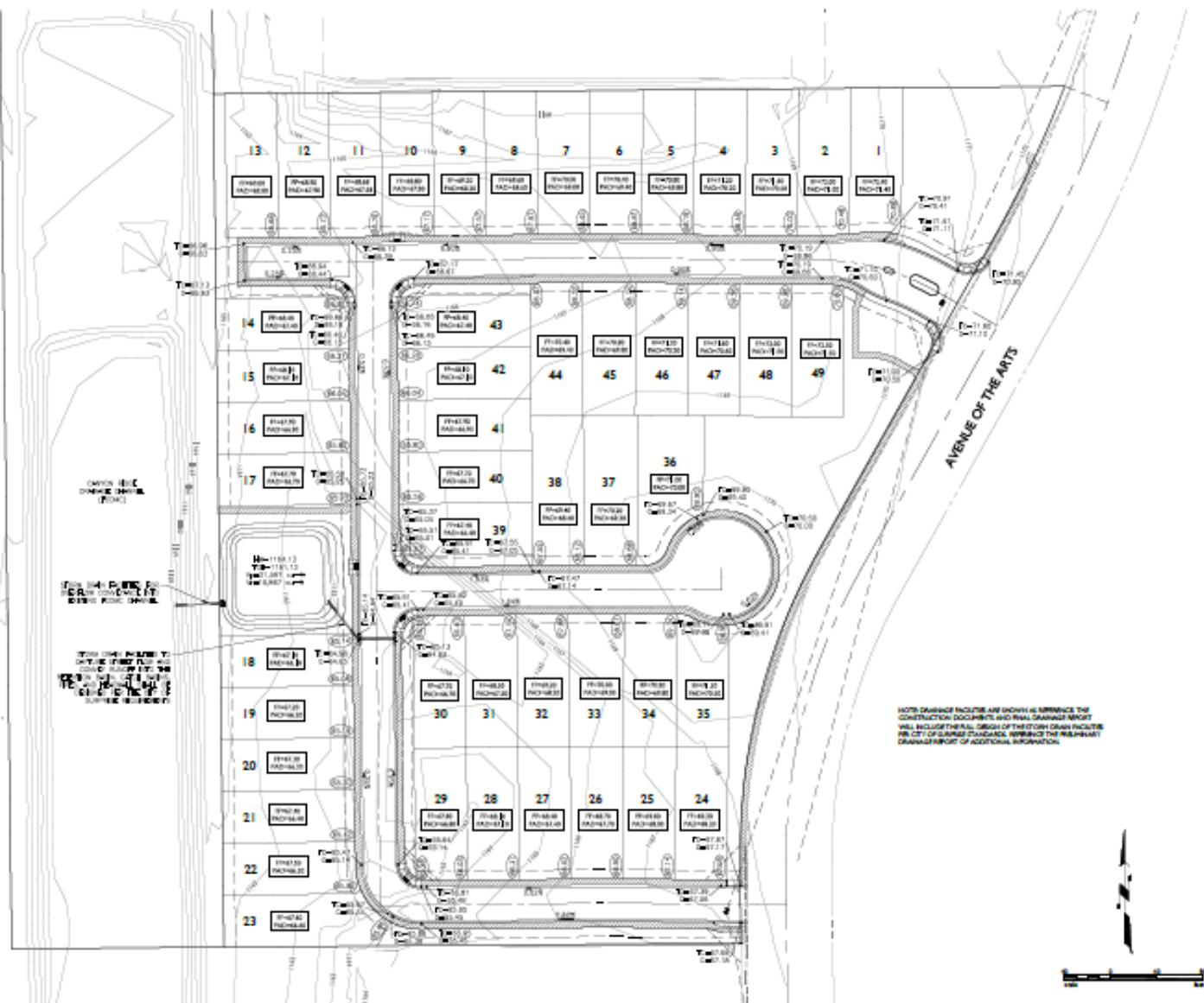


FS15-205 Southgate at Canyon Ridge West



15-072

15TH AVENUE



NOTE: DRAINAGE FACILITIES ARE SHOWN AS REFERENCE THE CONSTRUCTION DOCUMENTS AND FINAL DRAINAGE REPORT WILL INCLUDE THE FINAL DESIGN OF THE DRAINAGE FACILITIES PER CITY OF SURPRISE STANDARDS. REFERENCE THE PRELIMINARY DRAINAGE REPORT FOR ADDITIONAL INFORMATION.

2045 S. Mendenhall Ave., Suite 101
Mesa, AZ 85205
PH: 480-944-1100
FAX: 480-944-1101

SOUTH GATE AT CANYON RIDGE WEST
15-072
Preliminary Grading & Drainage Plan

Scale: 1" = 40' (Horizontal)
1" = 4' (Vertical)

Project: 15-072
Sheet: PG01

FS15-205 Southgate at Canyon Ridge West

Development Standards

DEVELOPMENT STANDARDS FOR PARCEL I, LOT 2 OF SOUTHGATE AT CANYON RIDGE WEST

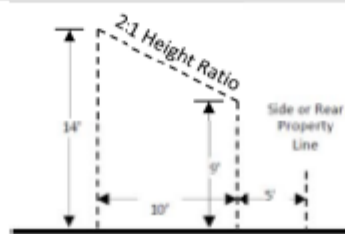
The following table compares the proposed development standards for proposed Parcel I, Lot 2 against the existing development standards for Parcel 6⁽³⁾.

	Existing standards for Canyon Ridge West PAD (Parcel 6)	Proposed standards for Canyon Ridge West PAD (Parcel I, Lot 2)
Zoning District	R1-5 (PAD)	R1-5 (PAD)
Min. Lot Area	4,400 sq. ft.	5,000 sq. ft.
Min. Lot Width	40'	45'
Min. Setbacks		
Front	18' ⁽¹⁾	18'
Side	5'/5'	5'/5'
Corner Side	13'	5' (adjacent to 10' tract provided)
Rear	20'	15'
Max. Lot Coverage	N/A	55%
Max. Building Height (Principal or Main Dwelling)	N/A	30'
Max. Building Height (Detached Accessory Building)	N/A	9' as measured 5' from the rear or side lot line, with a 2' horizontal to 1' vertical increase in height up to a maximum height of 14'. ⁽²⁾
Wall & Column Height	6'	All development theme walls and view fence segments shall be no greater than 6' in height. Wall and entry gate columns shall be allowed to increase in height up to a maximum of 7'.

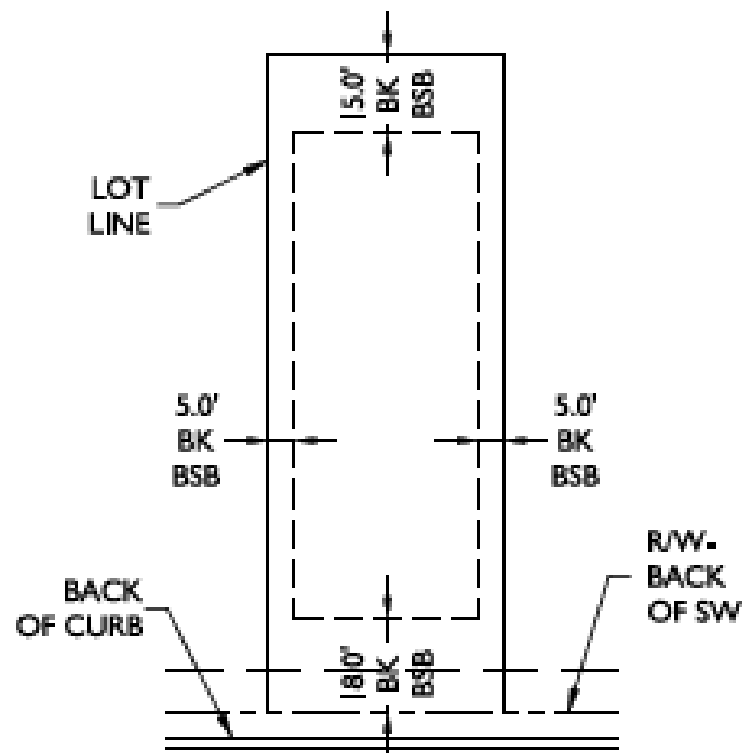
Footnotes:

⁽¹⁾ Vary Front Yard Setbacks 18' to 23' with 3' minimum offset and not more than two units with the same setback.

⁽²⁾

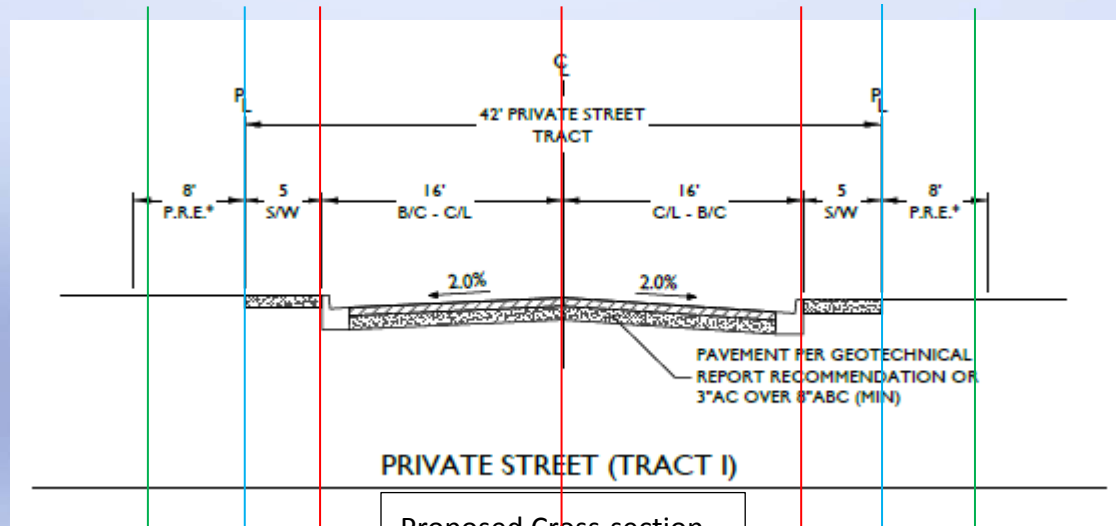


⁽³⁾ Refer to the "Proposed" PAD layout in Exhibit A of this document.



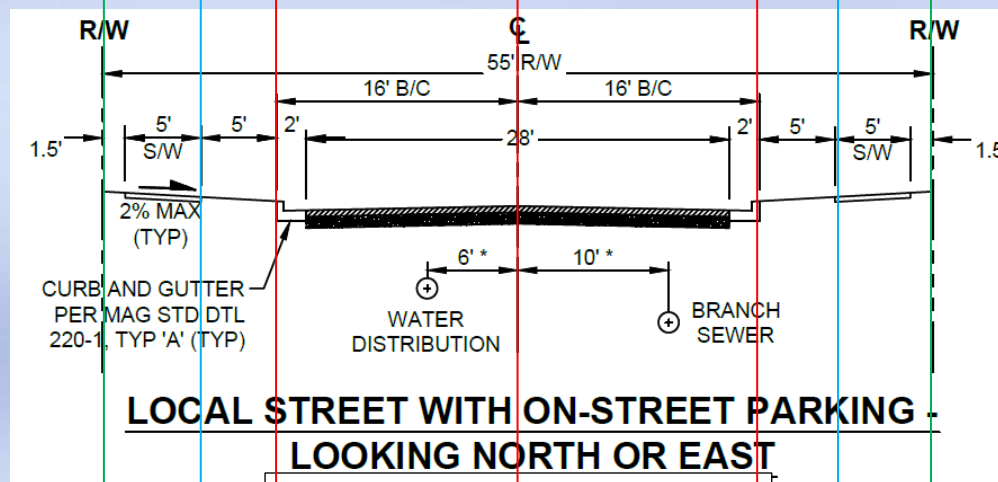
TYPICAL LOT

Proposed Street Cross-Section



PRIVATE STREET (TRACT I)

Proposed Cross-section



**LOCAL STREET WITH ON-STREET PARKING -
LOOKING NORTH OR EAST**

Cross-section per Surprise EDS 3-07

FS15-205 Southgate at Canyon Ridge West



Landscape, Walls and Amenities



PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
1	Ardis coccinea	Holly	10' H' Caliper	10
2	Calceolaria coccinea (Succulent)	Thompson's Calceolaria	10' H' Caliper	8
3	Chlorophytum complanatum	Green Willow	10' H' Caliper	8
4	Chlorophytum complanatum	Green Willow	10' H' Caliper	8
5	Chlorophytum complanatum	Green Willow	10' H' Caliper	8
6	Chlorophytum complanatum	Green Willow	10' H' Caliper	8
7	Chlorophytum complanatum	Green Willow	10' H' Caliper	8
8	Chlorophytum complanatum	Green Willow	10' H' Caliper	8
9	Chlorophytum complanatum	Green Willow	10' H' Caliper	8
10	Chlorophytum complanatum	Green Willow	10' H' Caliper	8

SUBSIDIARIES

SYMBOL	COMMON NAME	SIZE	QTY
1	Agave schottii	Water Agave	0 Gal
2	Albizia julibrissin	Blue Silk Tree	0 Gal
3	Aspidistra elatior	Aspidistra	0 Gal
4	Calliandra thymifolia	Calliandra	0 Gal
5	Calliandra thymifolia	Calliandra	0 Gal
6	Calliandra thymifolia	Calliandra	0 Gal
7	Calliandra thymifolia	Calliandra	0 Gal
8	Calliandra thymifolia	Calliandra	0 Gal
9	Calliandra thymifolia	Calliandra	0 Gal
10	Calliandra thymifolia	Calliandra	0 Gal

GRASS/COVERS

SYMBOL	COMMON NAME	SIZE	QTY
1	Lantana - New Gold	New Gold Lantana	1 Gal
2	Lantana - New Gold	New Gold Lantana	1 Gal
3	Lantana - New Gold	New Gold Lantana	1 Gal

TURF

SYMBOL	COMMON NAME	SIZE	QTY
1	Grass - Turf	Turf	100
2	Grass - Turf	Turf	100

NOTE:
1. THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION.
2. THE LANDSCAPE DESIGN IS FOR INFORMATION ONLY.
3. THE LANDSCAPE DESIGN IS NOT TO BE USED FOR CONSTRUCTION.
4. THE LANDSCAPE DESIGN IS NOT TO BE USED FOR CONSTRUCTION.

PROJECT DATA

200 (2) 10' H' CALIPER	200 (2) 10' H' CALIPER
200 (2) 10' H' CALIPER	200 (2) 10' H' CALIPER
200 (2) 10' H' CALIPER	200 (2) 10' H' CALIPER
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200 (2) 10' H' CALIPER	200 (2) 10' H' CALIPER
200 (2) 10' H' CALIPER	200 (2) 10' H' CALIPER

- KEYNOTES**
- 1. GATED MAIN ENTRY
 - 2. ENTRY MONUMENT SIGN
 - 3. 2' CONTRACTED GRANITE PATH
 - 4. 2' CONTRACTED GRANITE PATH
 - 5. MAIN AMENITY AREA
 - 6. EXIT ONLY GATE
 - 7. TUNNEL
 - 8. PARKING
 - 9. PERIMETER GATE



Landscape, Walls and Amenities



1 MAIN AMENITY ENLARGEMENT
Scale: 1" = 20'-0"



BENCH WITH BACK
By Webcor
Model: SWBCLASSICWINGLINES - Color Green



PICNIC TABLE
By Webcor
Model: TBSROLLPEDS - Color Green



TRASH RECEPTACLE
By Webcor
Model: TRS2CLASSIC - Color Green



PLAY STRUCTURE
Landscape Structures
Design # 138



RAMADA
Classic Recreation, Roof: Bronze, Columns: Green
Model: 10' x 20' Mesa 195-30



BBQ GRILL
DuMor
Model: 21-00 - Black

KEYNOTES

1 TOT LOT	5 5' COMPACTED DG PATH
2 DIAMONDWOOD FIBER PLAY SURFACE	6 PEDESTRIAN GATE
3 10' x 20' RAMADA W/ PICNIC TABLE & TRASH RECEPTACLE	7 LANDSCAPE BENCH
4 5' CONCRETE SIDEWALK	8 BARBECUE GRILL

Landscape, Walls and Amenities



- LEGEND
- 1 ENTRY MONUMENT SIGN
 - 2 VEHICLE ENTRY SLIDE GATE
 - 3 PEDESTRIAN GATE
 - 4 8' COMPACTED DECOMPOSED GRANITE PATH
 - 5 8' CONCRETE DRIVEWAY
 - 6 PARKING WITH TREES WALL (SEE WALL PLAN)

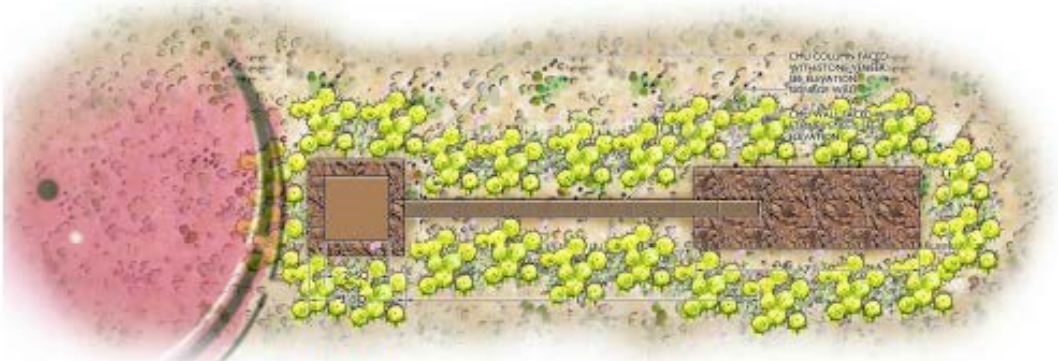
1 CONCEPTUAL COMMUNITY ENTRY PLAN
1" = 30'-0"



2 ENTRY MONUMENT ELEVATION
NTS



4 MAILBOX
NTS



3 ENTRY MONUMENT PLAN
NTS

WALLS LEGEND

SYMBOL	ITEM
[Symbol]	DECORATIVE COLUMN TYPE A
[Symbol]	DECORATIVE COLUMN TYPE B
[Symbol]	PRIMARY THEME WALL
[Symbol]	SECONDARY THEME WALL
[Symbol]	PARTIAL VIBRY WALL TYPE A
[Symbol]	PARTIAL VIBRY WALL TYPE B
[Symbol]	8" CONCRETE SIDEWALK
[Symbol]	8" COMPACTED DIRT TRAIL

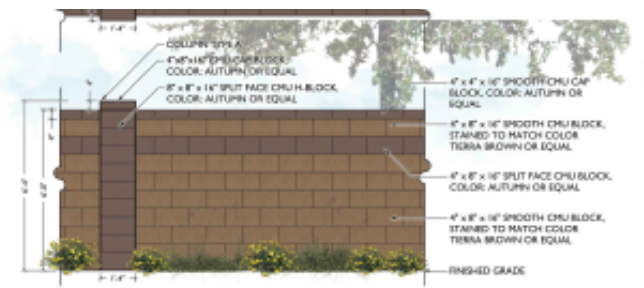


SYMBOL	ITEM
	DECORATIVE COLUMN TYPE
	DECORATIVE COLUMN TYPE
	PRIMARY THEME WALL
	SECONDARY THEME WALL
	PARTIAL VERY WALL TYPE A
	PARTIAL VERY WALL TYPE B
	REINFORCING BAR
	COMPACTED DRY TRAIL

FS15-205 Southgate at Canyon Ridge West



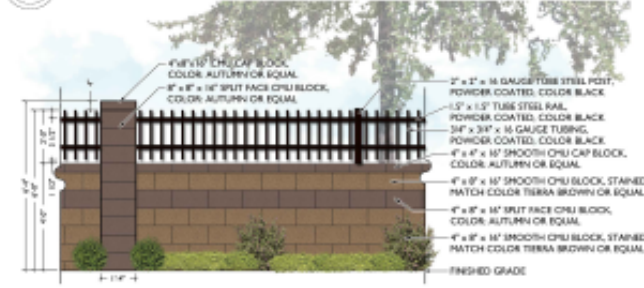
Landscape, Walls and Amenities



1 PRIMARY THEME WALL WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



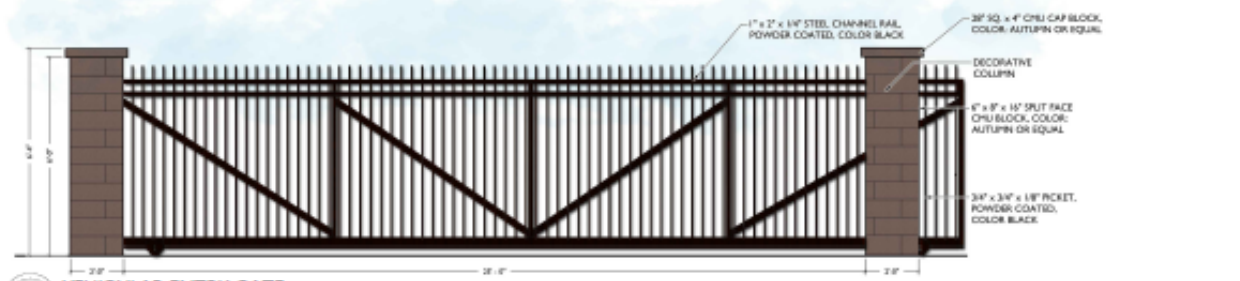
2 SECONDARY THEME WALL WITH 'COLUMN B'
Scale: 1/2" = 1'-0"



3 PARTIAL VIEW WALL TYPE A WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



4 PARTIAL VIEW WALL TYPE B WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



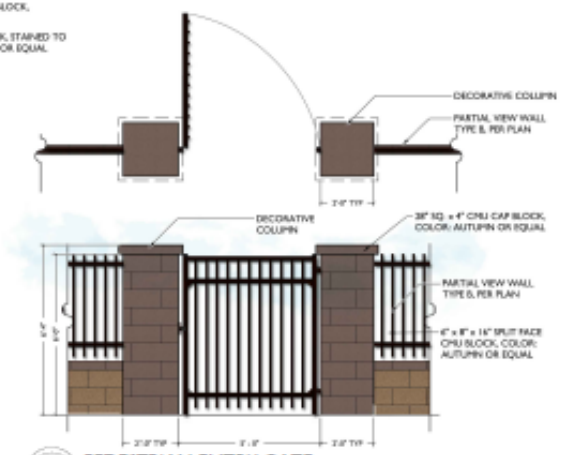
5 VEHICULAR ENTRY GATE
Scale: 1/2" = 1'-0"



SPLIT FACE CMU BLOCK
Color: Autumn by Superlite Block or Equal



CMU BLOCK
Color: Terra Brown by Superlite Block or Equal



6 PEDESTRIAN ENTRY GATE
Scale: 1/2" = 1'-0"

Citizen Outreach

- Notification
- Citizen Review meeting on July 20, 2015

Commission Recommendations:

- Scheduled for Planning and Zoning Commission review on November 19, 2015
- Commission recommendation unknown as of this writing

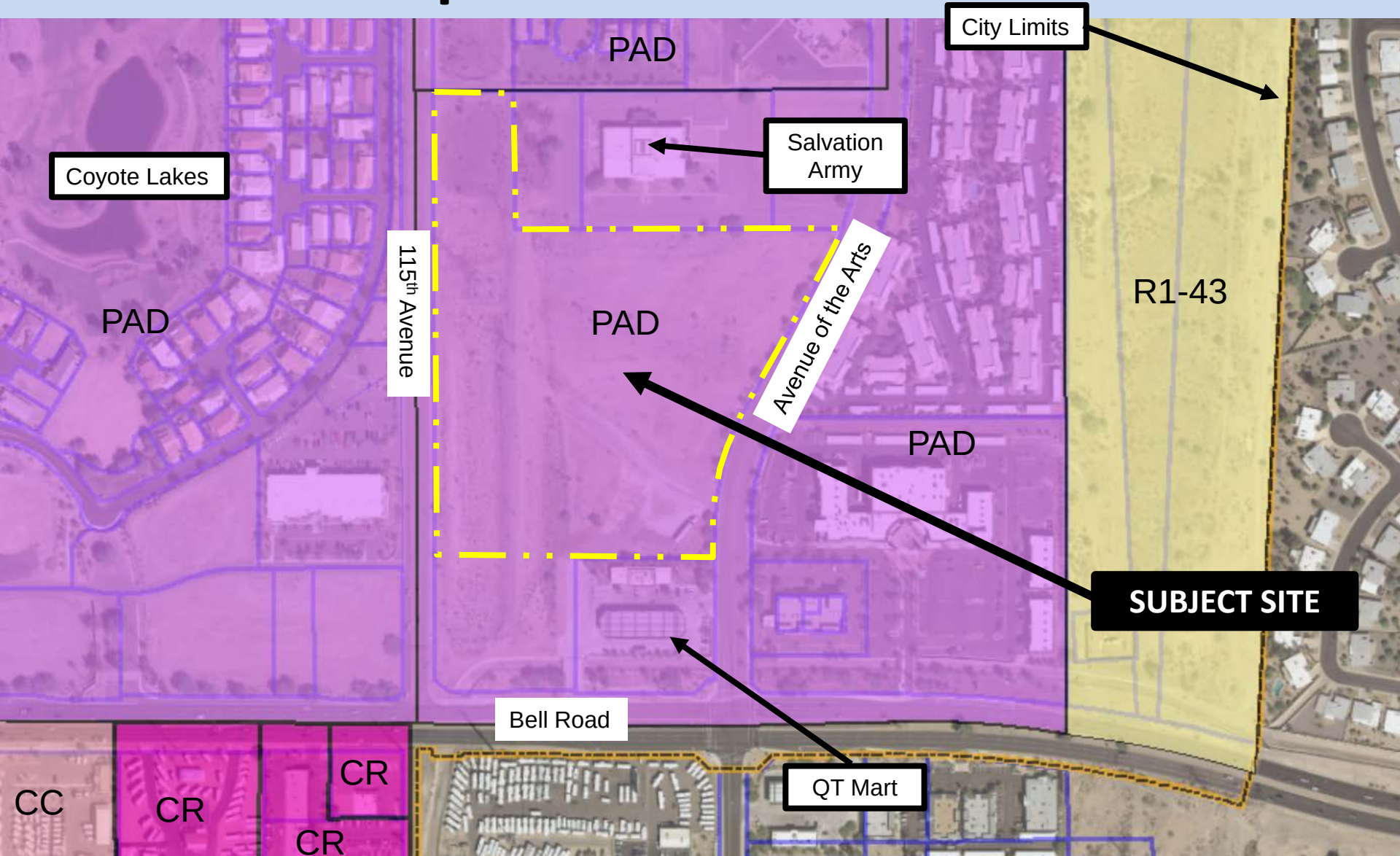
Questions or Comments?



FS15-205 Southgate at Canyon Ridge West



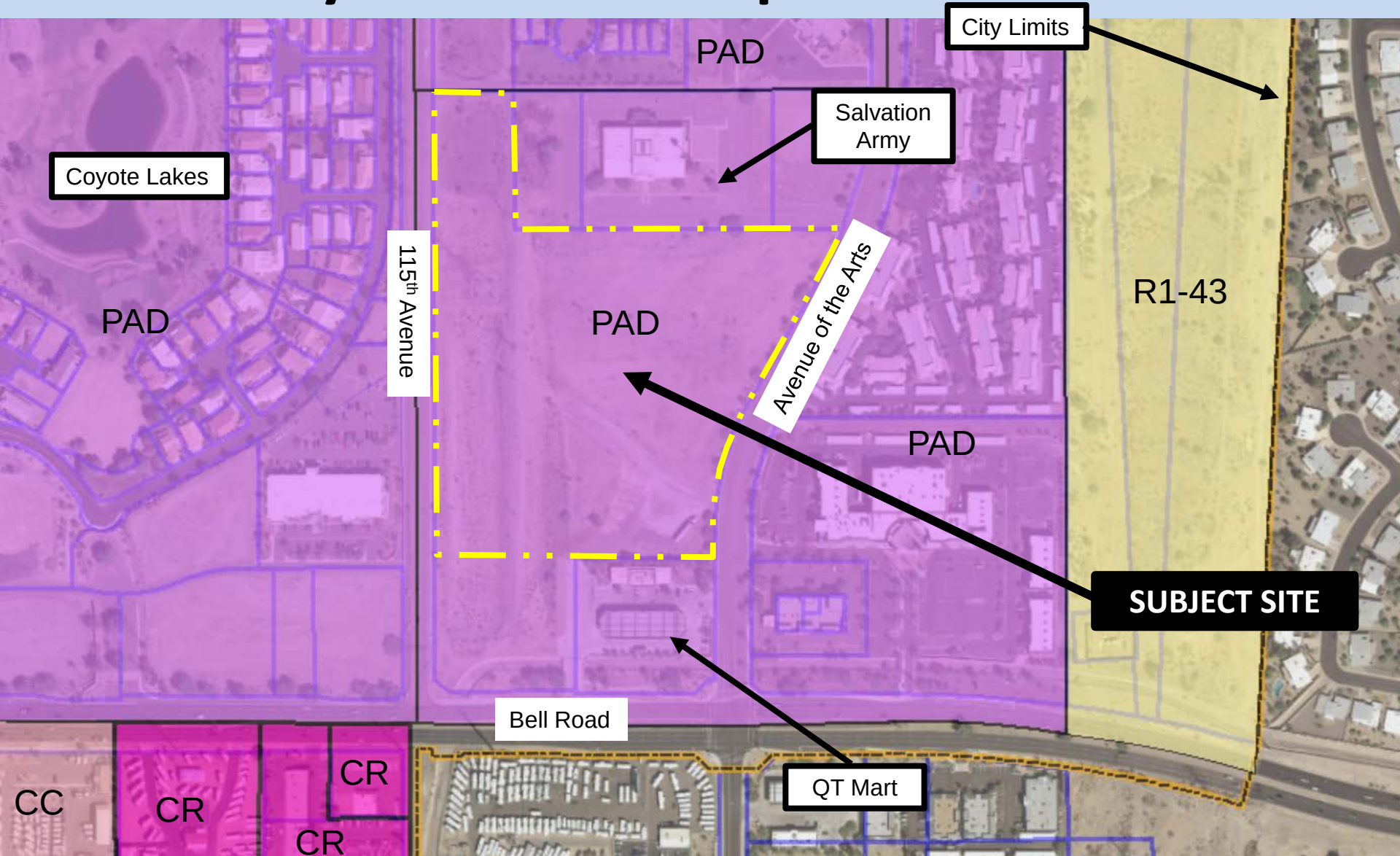
PADA Case Map



FS15-205 Southgate at Canyon Ridge West



Preliminary Plat Case Map



Canyon Ridge West
PAD Amendment & Preliminary Plat

For

SouthGate at Canyon Ridge

A Gated Residential Community
North of the Northeast Corner of 115th Avenue and Bell Road, and
along Avenue of the Arts



Development Plan Narrative

Submitted to:
City of Surprise
Planning Department
16000 N. Civic Center Plaza
Surprise, AZ 85374
623-222-1000

Submitted: May 19, 2015
Revised: August 5, 2015
August 27, 2015
October 16, 2015

PROJECT TEAM

DEVELOPER

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I. INTRODUCTION

The name is new to Phoenix, but the people behind Garrett-Walker Homes have been locally building new homes for over 25 years. These home building professionals have nearly 100 years of combined experience in building quality home throughout the state. Starting in the 1970s, the Garrett-Walker team began building homes with an emphasis on family friendly floor plans, value, and quality construction. This tradition continues today at Garrett-Walker Homes. Garrett-Walker Homes is a local, Arizona based company that values its contribution to support community growth and development of the local economy in the City of Surprise.

II. DEVELOPMENT OVERVIEW & REQUEST

The City of Surprise has a number of high-quality, residential communities. As the City grows, the variety within the available housing options will continue to grow. While the City has a number of 55 and over gated, residential communities, there are only a handful of non-age restricted communities that offer traditional single family homes. The purpose of this application, submitted on behalf of Garrett-Walker Homes (Garrett-Walker), is to (1) amend the Canyon Ridge West Planned Area Development (PAD), and (2) process a preliminary plat and landscape open space plan approval for forty-nine (49) single-family residential lots to allow for the development of Parcel 1 (Lot 2) as an intimate, gated, residential community that will be known as “SouthGate at Canyon Ridge” (the “Property”). The property encompasses approximately 15.5 gross acres (13.8 net acres) and is located just north of the northeast corner of 115th Avenue and Bell Road, along Avenue of the Arts. Garrett-Walker Homes builds “enclave” communities that create quaint living environments in the heart of developed areas and believes the Property is well suited for the next Garrett-Walker subdivision; it is centrally located within an existing development, with easy access to regional transportation corridors.

To bring Southgate to the City of Surprise, Garrett-Walker is proposing to amend the PAD for Parcel 1 (Lot 2) from High-Density Residential to the Low-Density Single Family Residential category provided for original PAD (Case No. PAD97-006). The preliminary plat details the development plan of 49 lots with a typical lot size of 45x115 (5,175 sq. ft.). This application provides an opportunity for the City to increase compatible single-family detached development to the area, and provide a gateway for the already developed single-family homes. A Land Use Map is provided in **Exhibit A**, which illustrates the original, current and proposed land uses.

III. EXISTING CONDITIONS

- A. The Area.** The Property is bound on the north by a Salvation Army, on the south by QuikTrip, on the west by 115th Avenue and on the east by Avenue of the Arts. Richmond American has developed The Village at Canyon Ridge, a multi-family residential housing community, just north of the Salvation Army, and Canyon Ridge Apartments are along the east side of Avenue of the Arts.
- B. Current Land Use and Zoning within the PAD.** The land uses within the PAD have evolved since its approval in 1997. Parcels 5 and 6 are completed single-family residential communities. Parcel 4 and portions of Parcels 2 and 3 are developed single-family residential communities. The east one-half of Parcel 3 is the location of a small community church and the east one-half of Parcel 2 is the location of the Salvation Army. Parcel 7 is the location of the Canyon Ridge Apartments. Parcel 8 is developed as community commercial. Lot 1 of Parcel 1 is the location of the QuikTrip convenience store. Lot 2 of Parcel 1 is currently vacant and the subject property of this amendment.
- C. Physical Features.** The Property is an undeveloped, vacant open lot. The site is relatively flat with an approximately 8 feet of fall from the northwest corner to the southeast corner of the site. Existing site vegetation includes sagebrush, bushes, and other small groundcover. The western 5.6 acres of the property are within the Western Area Power Administration (WAPA) drainage channel. The drainage channel will remain unobstructed for upstream runoff.
- D. Hydrology and Site Location Relative to Known FEMA Flood Hazard Zones.** The Maricopa County, Arizona and Incorporated Areas Flood Insurance Rate Map (FIRM) Panel number 04013C1245L, revised October 16, 2013, shows the site is located within Zone X. Zone X is defined as:

Areas of 0.2% annual chance of 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 area protected by levees from 1% annual chance flood.

IV. AMENDMENT TO THE PLANNED AREA DEVELOPMENT FOR PARCEL 1 (LOT 2)

- A. **Current Zoning.** The Property was originally zoned Community Commercial, and then amended to High Density Residential (9-22 DU/AC) in 2007 to facilitate a 200 unit apartment complex called “The Seasons at Surprise PAD Amendment.”
- B. **Proposed Land Use and Zoning.** An amendment to the PAD from High Density Residential (9-22 DU/AC) to Low Density Residential (2-6 DU/AC) will enable the project to develop Parcel 1(Lot 2) as a gated, single-family community, and within the same standards applicable to the remaining portions of the Canyon Ridge West Development as set forth in PAD 97-06, except as modified herein.
- C. **Current and Proposed Density within the PAD.** The Canyon Ridge West PAD and subsequent amendments provide for an overall unit count of 1,096, which translates to an overall gross density of 4.57 DU/AC. The current number of approved units for Parcel 1 (Lot 2) is 200 units. If this application is approved, the overall density would be further reduced to 3.94 DU/AC, with an overall unit count of 945. The gross acreage includes a 13-acre power line easement. After deducting the power line easement area, the overall proposed density for the overall PAD is 4.16 DU/AC.

Canyon Ridge West PAD Residential Matrix		
	Units Approved	Overall PAD Density
Original PAD Approval	1,432	5.97 du/ac (6.31 du/ac minus power line easement)
Current PAD Approval	1,096	4.57 du/ac (4.82 du/ac minus power line easement)
SouthGate at Canyon Ridge PAD Amendment	945	3.94 du/ac (4.16 du/ac minus power line easement)

- D. **Conformance with the City of Surprise General Plan.** Approval of this application will bring the zoning in line with the vision of the General Plan and intended uses, densities and intensities for the Property. The City of Surprise 2035 General Plan designates the subject property and the entire Canyon Ridge West PAD area as Low Density Residential, which allows a maximum density of five (5) DU/AC. The proposed overall residential density of 3.94 du/ac is within the allowable density for the Low Density Residential General Plan designation.

V. PUBLIC FACILITIES AND SERVICES

This PAD amendment will not adversely affect municipal and private facilities and services. Similarly, this PAD request will not have an adverse effect on existing or future public and private open space, recreation, schools or library facilities. The following list identifies public and private services for SouthGate at Canyon Ridge:

Water:	The property falls within the jurisdiction of EPCOR.
Sewer:	Transport of waste water is to be provided by EPCOR. Treatment of waste water is to be provided by the City of Tolleson.
Power:	Arizona Public Service.
Gas:	Southwest Gas.
Solid Waste:	City of Surprise
Schools:	Dysart Unified School District #89. There is an existing agreement with the District to provide for a per-lot contribution to accommodate future school facilities in the area. As the unit count proposed in this Amendment will bring the density down, there will not be an increase beyond what was contemplated during the amendment process to High Density Residential.
Police:	City of Surprise.
Fire:	City of Surprise.
Parks:	A 2-mile vicinity map of the adjacent parks and recreation centers is provided in <u>Exhibit B</u> .

VI. CIRCULATION

A. Traffic Circulation. Since the original approval of the Canyon Ridge West PAD, the anticipated traffic generated by the development of the Property has been reduced-initially by the downzoning from Community Commercial to High Density Residential, and now with the further reduction to Low Density Residential. The existing circulation system planned as part of the original Canyon Ridge West PAD supports a 49-lot single family development at this location.

1. Vehicular Access. SouthGate at Canyon Ridge is proposed to be a gated community, with private streets that are owned and maintained by the sub-homeowners association. Access to SouthGate is provided via Avenue of the Arts, which is a public collector street. It is important to note that Avenue of the

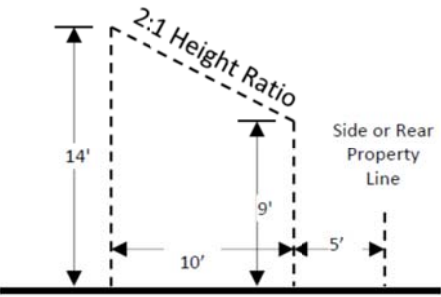
Arts provides direct access to the nearest arterial street, Bell Road, to the south and eliminates the impact of any additional vehicular traffic on other parcels in Canyon Ridge. Primary access into the community is provided from a focal gated entry point at the north along Avenue of the Arts. The south point of access is for residential egress and emergency vehicle ingress and egress only. Points of access are depicted on the enclosed preliminary plat.

- 2. Deviation from Street Sections.** A primary component of the PAD Amendment request is to provide a private street section detail for the internal residential local streets. The local internal streets will be defined as a 42-foot private street with a 32-foot back-of-curb to back-of-curb (b/c to b/c) street width and 5-foot sidewalks on both sides. The 32' b/c to b/c street width can allow parking on both sides. A Homeowners' Association will be formed for ownership and maintenance of streets, sidewalks, street lights, street signs and common landscape tracts. An 8-foot Private Roadway Easement (P.R.E.) on both sides of the private street will be dedicated to the Homeowners' Association. This easement will be for public access and the construction, installation, improvement, reconstruction, removal, maintenance, operation and repair of roadways, drainage structures, underground utilities, sidewalks, street lights, street signs and related facilities. The street cross section is detailed on the companion preliminary plat. The internal private street will be built in conformance with City of Surprise minimum construction standards and requirements.

- B. Pedestrian Circulation.** SouthGate at Canyon Ridge will provide for internal and external pedestrian connections, and will ultimately provide for access to the trail, being developed jointly by the City of Surprise and the Maricopa County Flood Control District. View corridors and pedestrian connections will be incorporated throughout. Internal sidewalks will provide connection to each of the residential lots, open space areas and amenities within the development. Internal sidewalks will also connect to external sidewalks to allow residents access to the commercial development east of the property and the Salvation Army north of the property.

VII. PROPOSED DEVELOPMENT STANDARDS

- A. Development Standards.** The Original PAD provided for Development Standards in Section V of that application. Those are summarized in Exhibit J to that document and are included with this application for ease of reference as **Exhibit C**. The resulting lot development standards proposed for SouthGate at Canyon Ridge are outlined in the table on the following page, and are compared with the existing development standards for Canyon Ridge Parcel 6. It should be noted that the proposed R1-5 lot development standards for this development meet or exceed those established for Canyon Ridge Parcel 6.

DEVELOPMENT STANDARDS FOR PARCEL I, LOT 2 OF SOUTHGATE AT CANYON RIDGE WEST		
The following table compares the proposed development standards for proposed Parcel I, Lot 2 against the existing development standards for Parcel 6 ⁽³⁾ .		
	Existing standards for Canyon Ridge West PAD (Parcel 6)	Proposed standards for Canyon Ridge West PAD (Parcel I, Lot 2)
Zoning District	R1-5 (PAD)	R1-5 (PAD)
Min. Lot Area	4,400 sq. ft.	5,000 sq. ft.
Min. Lot Width	40'	45'
Min. Setbacks		
Front	18' ⁽¹⁾	18'
Side	5'/5'	5'/5'
Corner Side	13'	5' (adjacent to 10' tract provided)
Rear	20'	15'
Max. Lot Coverage	N/A	55%
Max. Building Height (Principal or Main Dwelling)	N/A	30'
Max. Building Height (Detached Accessory Building)	N/A	9' as measured 5' from the rear or side lot line, with a 2' horizontal to 1' vertical increase in height up to a maximum height of 14'. ⁽²⁾
Wall & Column Height	6'	All development theme walls and view fence segments shall be no greater than 6' in height. Wall and entry gate columns shall be allowed to increase in height up to a maximum of 7'.
Footnotes:		
⁽¹⁾ Vary Front Yard Setbacks 18' to 23' with 3' minimum offset and not more than two units with the same setback.		
⁽²⁾ 		
⁽³⁾ Refer to the "Proposed" PAD layout in Exhibit A of this document.		

- B. Development Plan.** The size, scale and environment of the site are appropriate for a single-family residential community. The development plan has been designed to harmonize and work with the existing and proposed land uses, and to minimize impacts and disturbances to adjacent land uses. Lot placement and internal street

alignments have been designed to work efficiently and to provide capability with the surrounding area. As previously mentioned, the proposed development plan consists of 49 total lots with a typical lot size of 45'x115' (5,175 sq.ft.) and a minimum lot size no less than 5,000 sq. ft. The Preliminary Plat is enclosed as **Exhibit D**.

- C. **Open Space and Amenities.** SouthGate at Canyon Ridge West will contain open space and amenities to provide its residents with an opportunity to interact, socialize and gather as family and friends, creating a greater sense of community and togetherness. Open Space has been provided to accommodate trails and connectivity, facilitate buffers and provide passive areas and active areas for adults and children that includes a centralized tot-lot and ramada amenity area. Open areas include 1.51-acres, 15.96% of the residential net site area.
- D. **Landscaping.** The landscaping theme for SouthGate at Canyon Ridge has been designed to complement the theme that is already in place for Canyon Ridge West. Generous open space is provided at the primary and secondary entries and along the Avenue of the Arts frontage is planned to create an exclusive, single-family neighborhood on this infill parcel. The landscaping will be designed to promote water conservation through the use of low-water and desert adapted plant materials. The planting of mature trees at the entry, shrubbery, accent plants and other vegetation at the entry will provide an established landscaping appearance and character upon opening of the development. See **Exhibit E** for the Preliminary Landscape Plan.
- E. **Signage.** An entry monument signage has been incorporated at the primary gated entry and has been designed per Chapter 113 of the Surprise Municipal Code. Conceptual entry monumentation is illustrated in the companion preliminary landscape design package. More particularly, the colors and materials reflect the theme and character of the project and overall PAD development. A sign package identifying size, materials and colors will be submitted as part of the construction permitting review and approval process.
- F. **Architecture.**
 - a. **Exterior Variations.** Garrett-Walker Homes has designed single-family residences to harmonize with the existing area development, and to enhance and maintain the quality and integrity of neighborhoods in the City of Surprise. Proposed conceptual building floor plans and elevations are provided as **Exhibit F**. Building elevations will be consistent with the City's Residential Design Guidelines providing distinctive details such as covered front entries, distinct and varied elevations, a choice of floor plans, varying rooflines, along with a variety of complementary colors, a variety of materials

and architectural accents. Final architectural details will be provided for the City's consideration and Home Product Review prior to a request for building permits for any of the residential units. Garret-Walker recognizes that the PAD is located at the gateway to the City and special consideration will be provided to reflect the City of Surprise's character and image.

- G. Grading and Drainage Concept.** Retention will be provided on-site along the western boundary, adjacent to the existing WAPA drainage channel. The retention basin will comply with the Flood Control District of Maricopa County (MCFCD) Drainage Policies and Standards Policy 3.6.6 First Flush requirements. MCFCD has established this level of control for new development to adhere to stormwater pollution prevention practices. The standard consists of retaining the first 0.5 inches of direct runoff from a storm event. The retention basin will discharge into the adjacent WAPA drainage channel after retaining and treating the first flush.

VIII. PHASING SCHEDULE

SouthGate at Canyon Ridge will be developed as one phase, adjacent arterial landscape improvements, access points from Avenue of the Arts and all interior private street streets will be developed with the initial construction as will all other on-site improvements.

IX. HOMEOWNERS ASSOCIATION

SouthGate at Canyon Ridge will be incorporated as part of the existing Canyon Ridge Homeowners Association (HOA); however, a separate sub-association for the community will be formed. The private streets, open space areas and recreational amenities will be owned and maintained by the sub-association.

X. SUMMARY

This PAD amendment will allow Garrett-Walker to develop a private, gated single-family community that will support the growth and development of the City of Surprise. As the City continues to develop at an accelerated pace, the demand for premium single-family housing will continue to rise. Garrett-Walker's proposed amendment will help to support the intent of the original PAD to create a high quality urban community.

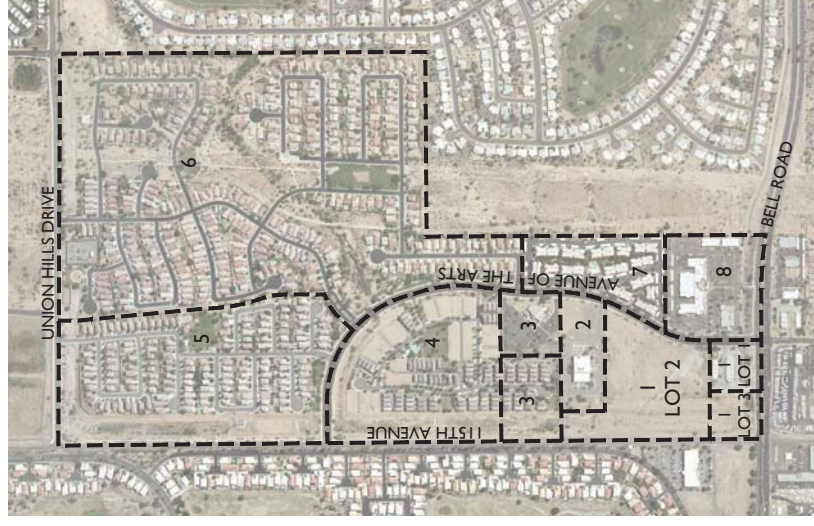
APPENDIX EXHIBITS

- A.** Land Use Map
- B.** 2-Mile Vicinity Map of Parks and Recreation Centers
- C.** Original PAD Development Standards
- D.** Preliminary Plat
- E.** Preliminary Landscape Plan
- F.** Building Floor Plans and Elevations

Exhibit A

15-072

PROPOSED



PROPOSED PAD LAND USE TABLE			AREA (AC)
PARCEL	USE		
1, LOT 1	COMMUNITY COMMERCIAL	1.50	
1, LOT 2	SINGLE FAMILY RESIDENTIAL	13.80	
1, LOT 3	HIGH DENSITY RESIDENTIAL	2.32	
2	COMMUNITY COMMERCIAL	9.57	
3	COMMUNITY COMMERCIAL	3.74	
3	SINGLE FAMILY RESIDENTIAL	5.45	
4	SINGLE FAMILY RESIDENTIAL	23.27	
5	SINGLE FAMILY RESIDENTIAL	41.12	
6	SINGLE FAMILY RESIDENTIAL	112.38	
7	HIGH DENSITY RESIDENTIAL	10.20	
8	COMMUNITY COMMERCIAL	10.07	

EX A
Sheet No.

Sheet No.

of

Exhibit B



Job No.
15-072
EX B
Sheet No.
1 of **1**

Project
DCH
Preliminary
Not For
Construction
Or
Recording

MADE BY
DATE
CHECKED BY
DATE
APPROVED BY
DATE

MADE
DATE
CHECKED
DATE
APPROVED
DATE

Project
SOUTH GATE AT CANYON RIDGE WEST

2 MILE VICINITY MAP - EXHIBIT B
SOUTH GATE AT CANYON RIDGE WEST
SUMMIT, AZ

EPS GROUP
2045 S. VINHARD AVE., SUITE 101
MESA, AZ 85210
T: 480.503.2250 | F: 480.503.2258
WWW.EPSGROUPINC.COM

LEGEND
PROJECT SITE
2 MILE RADIUS
PARKS

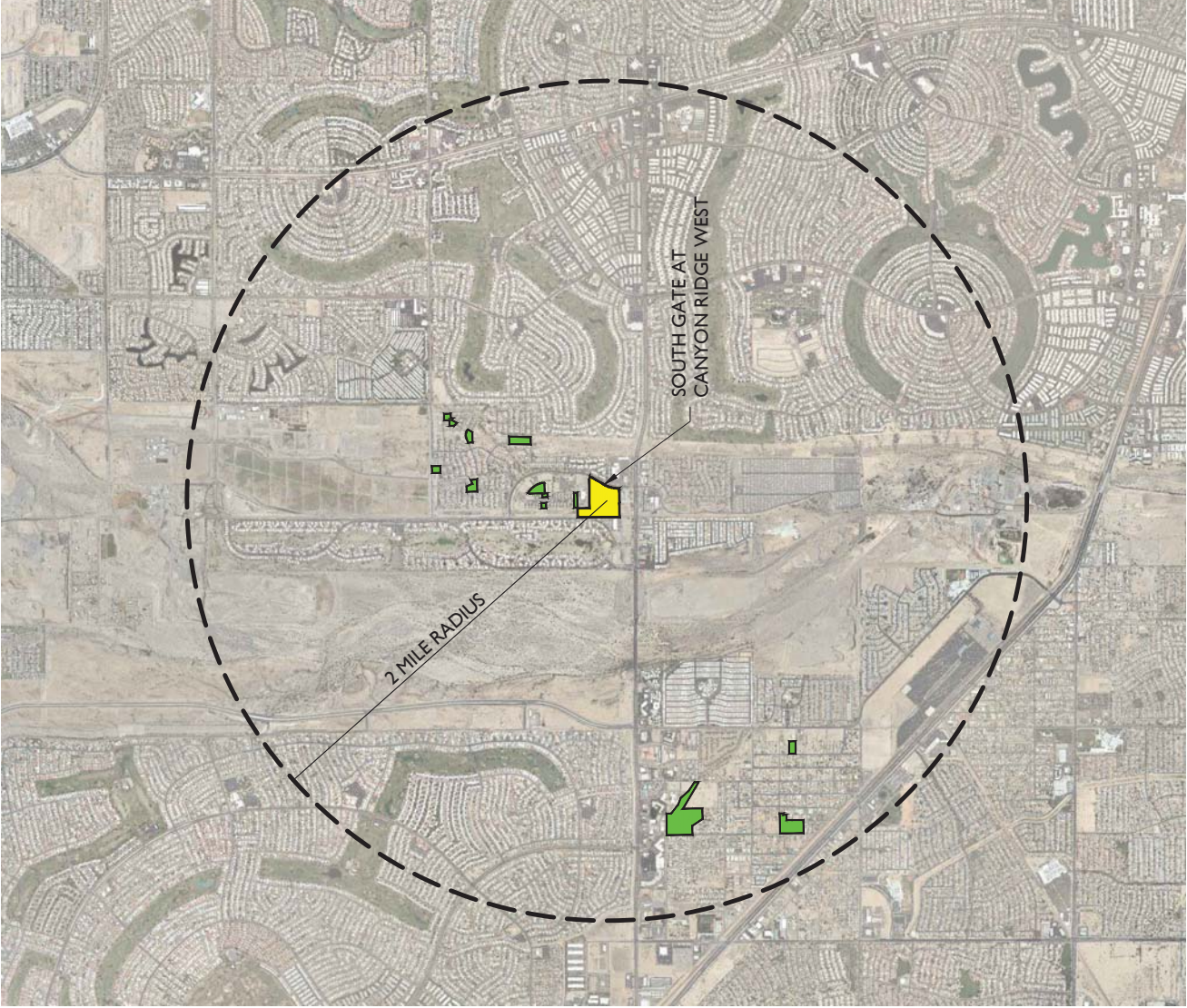


Exhibit C

**CANYON RIDGE WEST
SURPRISE, ARIZONA
AMENDED DEVELOPMENT STANDARDS
FOR SINGLE FAMILY RESIDENTIAL**

PARCEL NUMBER	PROPOSED ZONING	MINIMUM LOT AREA		MINIMUM LOT WIDTH		MINIMUM SETBACK REQUIREMENTS							
		ORD.	PRO.	ORD.	PRO.	FRONT	REAR	INTERIOR SIDE		ORD.	PRO.	CORNER SIDE	PRO.
6	PAD R1-5	5500	440	50'	40' & 43'	20'	20'	18'	20'	20'	20'	20'	13'
		5500	6050	50'	55'	10'	20'	18'	20'	10'	5' & 8'	20'	13'

VARY FRONT YARD SETBACKS 18' TO 23' WITH 3' MINIMUM OFFSET AND NO MORE THAN TWO UNITS WITH SAME SETBACK

**AMENDED DEVELOPMENT STANDARDS
FOR MULTI FAMILY RESIDENTIAL**

PARCEL NUMBER	PROPOSED ZONING	MINIMUM LOT AREA		MINIMUM LOT WIDTH		MINIMUM SETBACK REQUIREMENTS							
		ORD.	PRO.	ORD.	PRO.	FRONT	REAR	INTERIOR SIDE		ORD.	PRO.	CORNER SIDE	PRO.
5	PAD R-2	3000	800	70'-80'	60'-70'	20'	20'	20'	20'	10'	10'	20'	20'
		2000	2000	90'	32'	20'	20'	5'	15'	5'	20'	20'	15'

*3' OFF OF BACK OF CURB OF PRIVATE DRIVE

CANYON RIDGE WEST
SURPRISE, ARIZONA

AMENDED DEVELOPMENT STANDARDS
FOR COMMERCIAL PARCELS

PARCEL NUMBER	PROPOSED ZONING	MINIMUM LOT AREA		MINIMUM LOT WIDTH		MINIMUM SETBACK REQUIREMENTS							
						FRONT		REAR		INTERIOR SIDE		CORNER SIDE	
		ORD.	PRO.	ORD.	PRO.	ORD.	PRO.	ORD.	PRO.	ORD.	PRO.	ORD.	PRO.
1, 2, AND 8	PAD C-2	**	**	100'	100'	35'	35'	15'	15'	15'	15'	25'	25'

** TO BE DETERMINED BY BUILDING AREA AND PARKING REQUIREMENTS

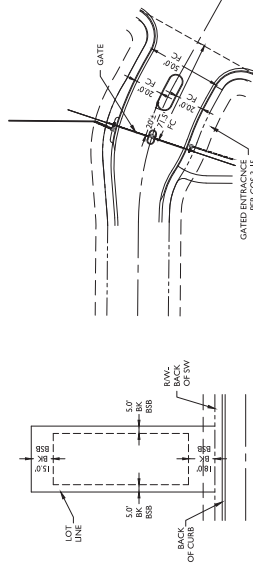
Exhibit D

Ler Table		Ler Table		Ler Table		Ler Table		Ler Table		Ler Table		Ler Table		Ler Table		
Ler #	Area	Ler #	Area	Ler #	Area	Ler #	Area	Ler #	Area	Ler #	Area	Ler #	Area	Ler #	Area	
1	5673.27	10	5413.97	19	5175.00	28	5175.00	37	4613.33	46	5173.78					
2	5772.87	20	5267.93	29	5174.34	38	5080.41	47	5175.00							
3	5718.86	32	5627.93	41	5175.00	50	5174.34	59	5175.00							
4	5679.47	43	5424.91	52	5211.31	61	5175.00	70	5175.00							
5	5643.19	54	5424.91	63	6011.62	72	5175.00	81	5175.00							
6	5682.88	65	5175.00	74	5174.34	83	5446.49	92	5175.00							
7	5662.27	76	5175.00	85	5195.61	94	5281.93	103	5173.94							
8	5400.11	87	5175.00	96	5246.60	105	6251.46	114	5174.42							
9	5661.99	98	5175.00	107	5274.35	116	6251.46	125	5306.49							

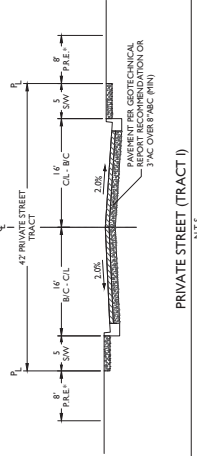
Ler Table		Ler Table		Ler Table		Ler Table		Ler Table		Ler Table		Ler Table		Ler Table	
Ler #	Area	Ler #	Area	Ler #	Area	Ler #	Area	Ler #	Area	Ler #	Area	Ler #	Area	Ler #	Area
1	5673.27	10	5413.97	19	5175.00	28	5175.00	37	4613.33	46	5173.78				
2	5772.87	20	5267.93	29	5174.34	38	5080.41	47	5175.00						
3	5718.86	32	5627.93	41	5175.00	50	5174.34	59	5175.00						
4	5679.47	43	5424.91	52	5211.31	61	5175.00								
5	5643.19	54	5424.91	63	6011.62	72	5175.00								
6	5682.88	65	5175.00	74	5174.34	83	5446.49	92	5175.00						
7	5662.27	76	5175.00	85	5195.61	94	5238.93	103	5173.94						
8	5400.11	87	5175.00	96	5246.60	105	5274.60	114	5174.42						
9	5661.99	98	5175.00	107	5246.60	116	6253.46	125	5306.49						

TRACT USE TABLE			AREA (AC)
TRACT	USE	AREA (SF)	
A	LANDSCAPE OPEN SPACE	15717	0.36
B	LANDSCAPE OPEN SPACE INHIBIT	26532	0.60
C	LANDSCAPE OPEN SPACE	1106	0.025
D	LANDSCAPE OPEN SPACE	1941	0.045
E	LANDSCAPE OPEN SPACE RETENTION	12910	0.296
F	LANDSCAPE OPEN SPACE	1106	0.025
G	LANDSCAPE OPEN SPACE	2121	0.051
H	LANDSCAPE OPEN SPACE	4975	0.103
I	PRIVATE STREET	88976	1.857
J	WALK / DRAINAGE CHANNEL	189898	4.336
	TOTAL OPEN SPACE	68819	1.501
	TOTAL TRACT AREA	335603	7.704

Diagram illustrating a lot with a 2:1 Height Ratio. The lot is bounded by a side or rear property line. The height ratio is indicated by a dashed line labeled "2:1 Height Ratio". The lot dimensions are shown as 14' wide and 10' deep. A 5' offset is shown from the side/rear property line to the lot boundary.



GATE ENTRANCE



NOTES:
HOMEOWNERS ASSOCIATION TO MAINTAIN STREETS, SIDEWALK, STREET LIGHTS, STREET SIGNS, AND LANDSCAPING.
* - PRIVATE ROADWAY EASEMENT (P.R.E.) DEDICATED TO THE HOMEOWNERS ASSOCIATION. THIS EASEMENT WILL BE FOR PUBLIC ACCESS AND THE CONSTRUCTION, INSTALLATION, IMPROVEMENT, RECONSTRUCTION, REMOVAL, MAINTENANCE, OPERATION AND REPAIR OF ROADWAYS, DRAINAGE STRUCTURES, UNDERGROUND UTILITIES, SIDEWALKS, STREET LIGHTS, STREET SIGNS, AND RELATED FACILITIES.



DEVELOPER:
GARRETT-WALKER HOMES
1399 E ORANGEWOOD AVE., STE. 150
PHOENIX, AZ 85020
TEL: (480)-607-6500
CONTACT: RICK TAYLOR

CONSULTANT:
EP'S GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JOHN McGREE, P.E.

A.P.N. 20013-016X
CURRENT LAND USE: UNDEVELOPED
EXISTING GENERAL PLAN: LOW DENSITY RESIDENTIAL
EXISTING ZONING: PAD
GROSS AREA: +/- 15.47 ACRES
(INCLUDES RAW OF ADJACENT
ARTISANALS & COLLECTOR ROAD)

RESIDENTIAL AREA:	9.46 ACRES
DRAINAGE CHANNEL AREA:	4.34 ACRES
LOT SIZE:	45' x 115'
NO. OF LOTS:	49
GROSS DENSITY:	3.17 DU/AC
NET DENSITY:	3.55 DU/AC

GENERAL NOTES

3. THE FINAL E&T.
4. ALL PRIVATE STREETS WILL BE CONSTRUCTED TO CITY OF SURPRISE HIGHWAY STANDARDS AS MODIFIED THEREIN.
5. THE DEVELOPMENT WILL PROVIDE FOR INSTALLATION OF REQUIRED STREET LIGHTS.
6. THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE TRACTS.
7. THE TRACTS PLATTED FOR LOTS 10-15 WITH DOMESTIC WATER SERVICE SHALL BE ASSURED OF SUPPLY OF WATER DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-74 ARIZONA REVISED STATUTES.
8. BICOR WATER SHALL BE DESIGNATED AS THE WATER SERVICE PROVIDER.

ZONING DISTRICT	R1.5 PAD
MIN LOT AREA	5,000 SQ. FT.
MIN DIMENSIONS	
DEPTH	45'
WIDTH	N/A
MIN. BUILDING SETBACKS	
FRONT	18'
SIDE	5' / 5'
REAR	5' / 5'
MIN. SIDE (ADJ. TO STREET)	5' (ADJ. 10' TRACT PROVIDED)
MAX. LOT COVERAGE	55%

MINI. BLDG. SEPARATION (SAME LOT)
WALL & COLUMN HEIGHT

THE WEST LINE OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST
ASSUMED BEARING: N 00°30'51" W

SEWER
GAS
ELECTRIC
TELEPHONE
CABLE TV
FIRE
POLICE

SHEET TWO	PP01	PRELIMINARY PLAT
SHEET THREE	UT01	PRELIMINARY UTILITY PLAN
SHEET FOUR	GD01	PRELIMINARY GRADING & DRAINAGE

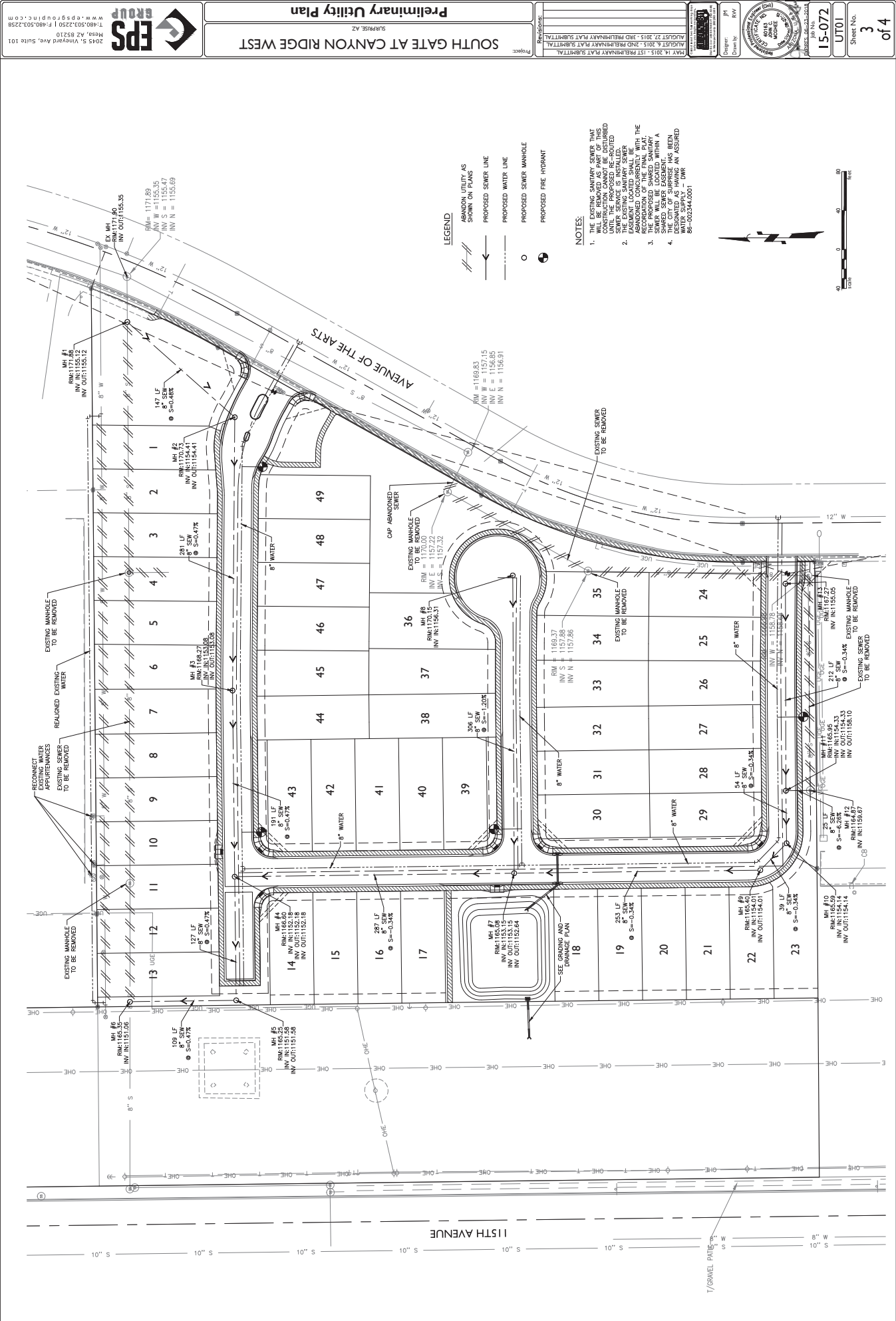


Exhibit E



1 MAIN AMENITY ENLARGEMENT

Scale: 1" = 20'-0"



BENCH WITH BACK
By Webcoat
Model: B6VBCCLASSICWINGLINES - Color Green



PICNIC TABLE
By Webcoat
Model: TBROLLPEDS - Color Green



TRASH RECEPTACLE
By Webcoat
Model: TB3CLASSIC - Color Green



PLAY STRUCTURE
Landscape Structures
Design # 139



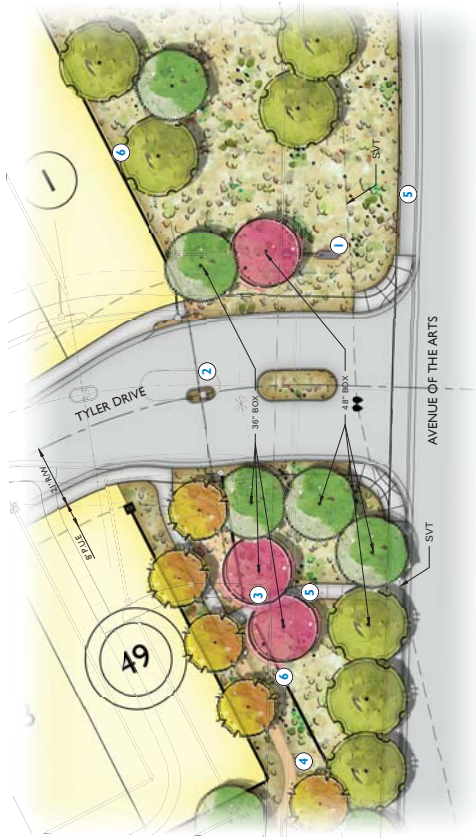
RAMADA
Classic Recreation, Roof Bronze, Columns: Creme
Model: 16' x 20' Mesa HR 36



BBQ GRILL
Dulmor
Model: 21-00 - Black

KEYNOTES

- 1 TOT LOT
- 2 ENGINEERED WOOD FIBER PLAY SURFACE
- 3 16' x 20' RAMADA W/ PICNIC TABLE & TRASH RECEPTACLE
- 4 5' CONCRETE SIDEWALK
- 5 5' COMPACTED DG PATH
- 6 PEDESTRIAN GATE
- 7 LANDSCAPE BENCH
- 8 BARBEQUE GRILL



- KEYNOTES
- 1 ENTRY MONUMENT SIGN
 - 2 VEHICULAR ENTRY SLIDE GATE
 - 3 PEDESTRIAN GATE
 - 4 5' COMPACTED DECOMPOSED GRANITE PATH
 - 5 5' CONCRETE SIDEWALK
 - 6 PERIMETER THORPE WALL (SEE WALL PLAN)

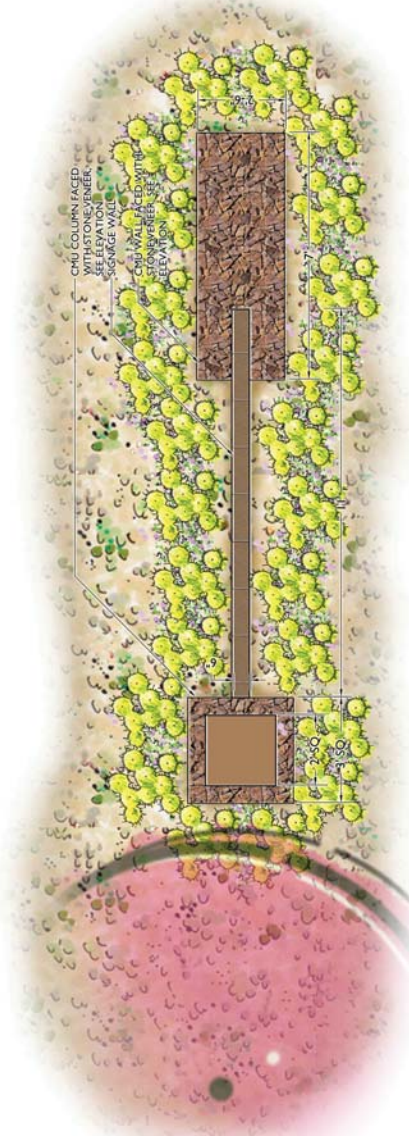
1 CONCEPTUAL COMMUNITY ENTRY PLAN

1" = 20'-0"



2 ENTRY MONUMENT ELEVATION

NTS



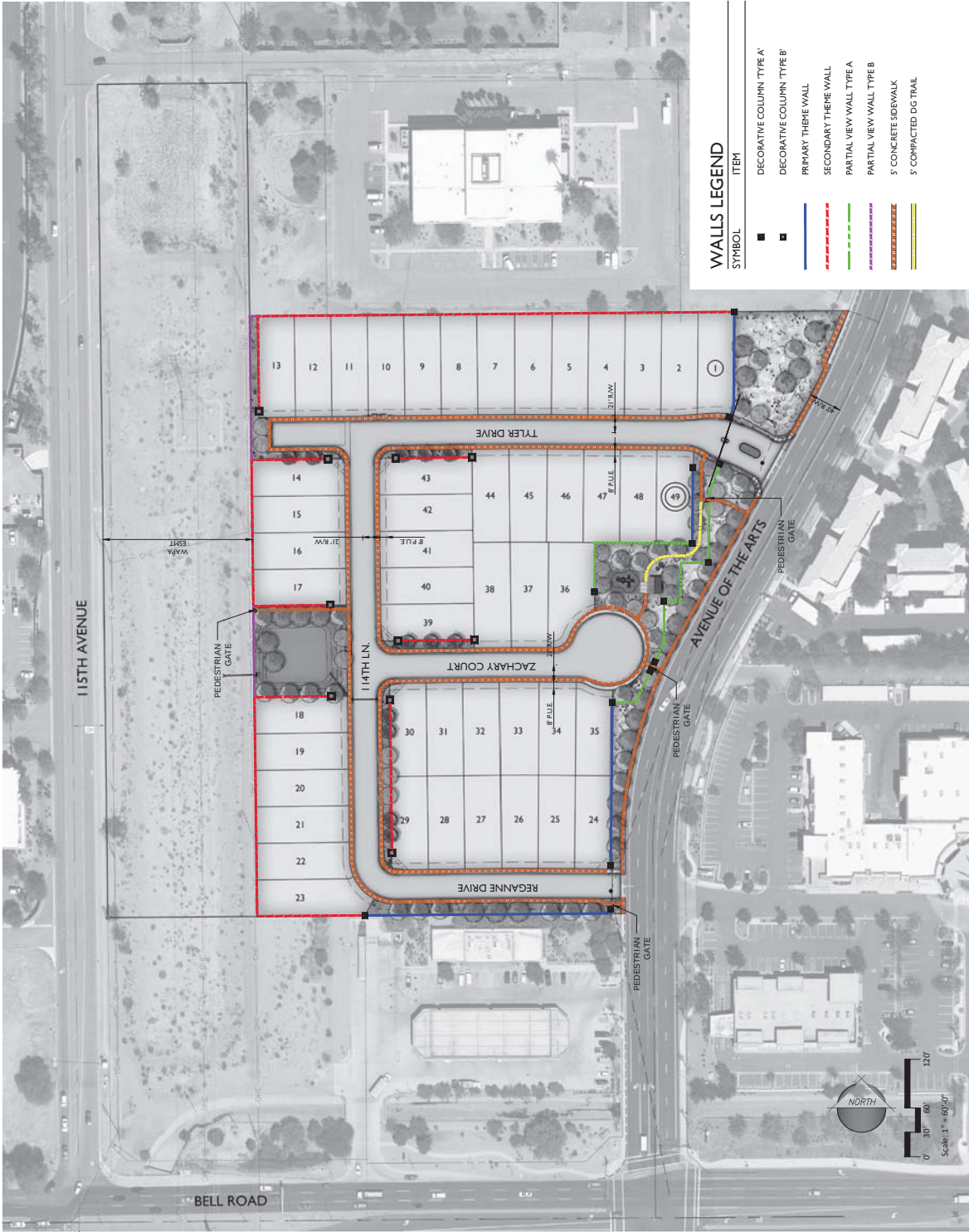
3 ENTRY MONUMENT PLAN

NTS



4 MAILBOX

NTS





SPLIT FACE CMU BLOCK
Color: Autumn by Superlite Block or Equal



CMU BLOCK
Color: Terra Brown by Superlite Block or Equal

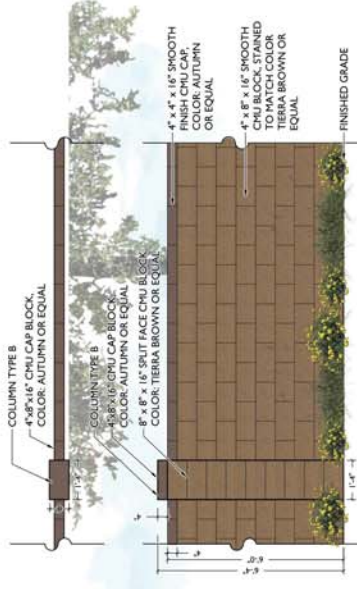


Includes Pedestal

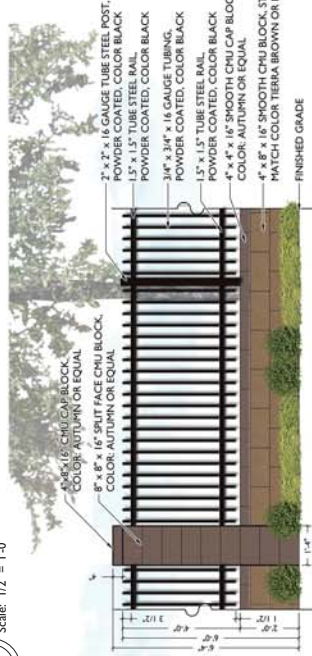


All Aluminum Construction

MAILBOX
Color: Bronze by Mailbox.com or Equal



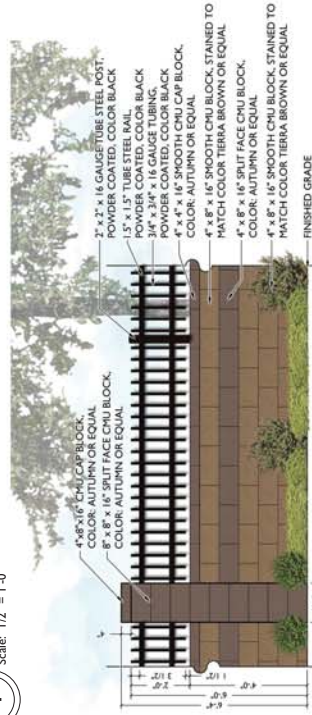
2 SECONDARY THEME WALL WITH 'COLUMN B'
Scale: 1/2" = 1'-0"



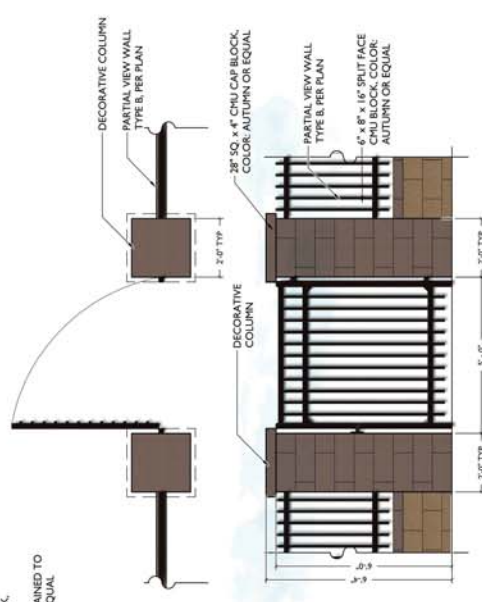
4 PARTIAL VIEW WALL TYPE B WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



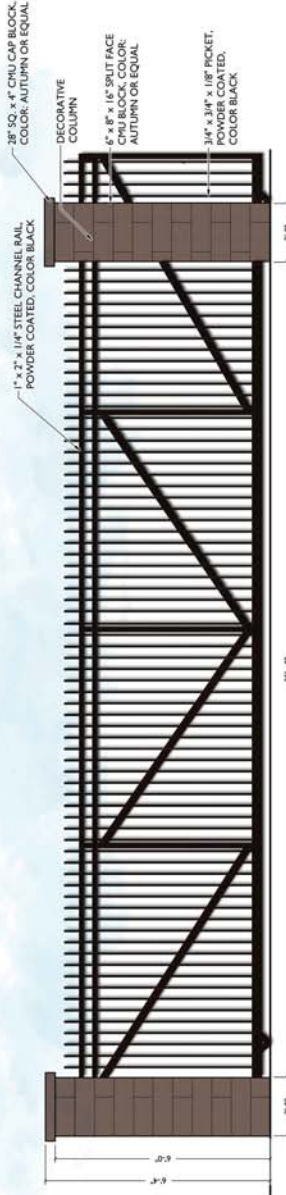
1 PRIMARY THEME WALL WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



3 PARTIAL VIEW WALL TYPE A WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



6 PEDESTRIAN ENTRY GATE
Scale: 1/2" = 1'-0"



5 VEHICULAR ENTRY GATE
Scale: 1/2" = 1'-0"



South Gate at Canyon Ridge

Surprise, Arizona

Conceptual Wall Details



L-0.05

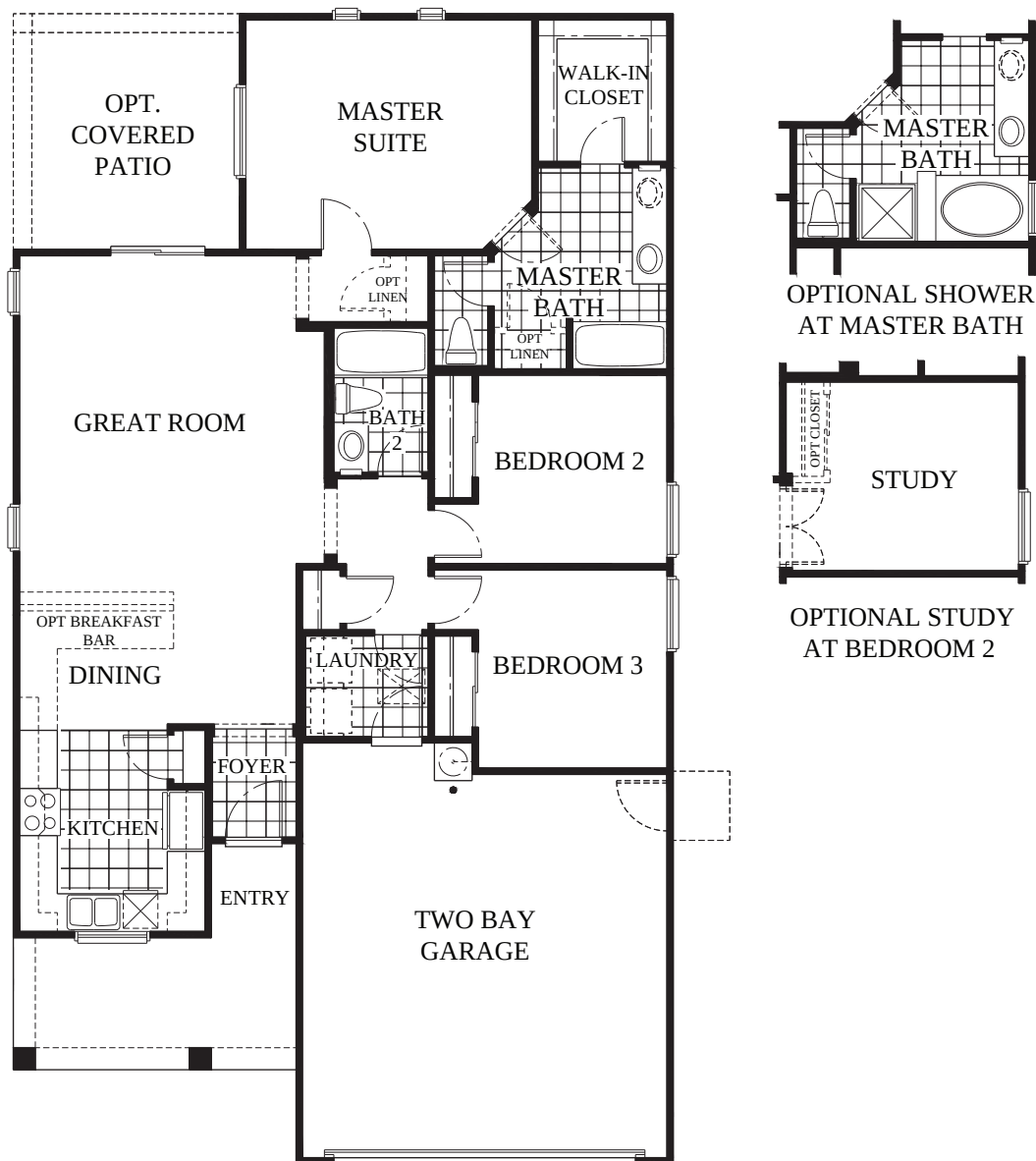
8/26/2015



Exhibit F

THE MONARCH
PLAN PV-3510
1355 LIVABLE SQUARE FEET
GREAT ROOM, 3 BEDROOMS,
2 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



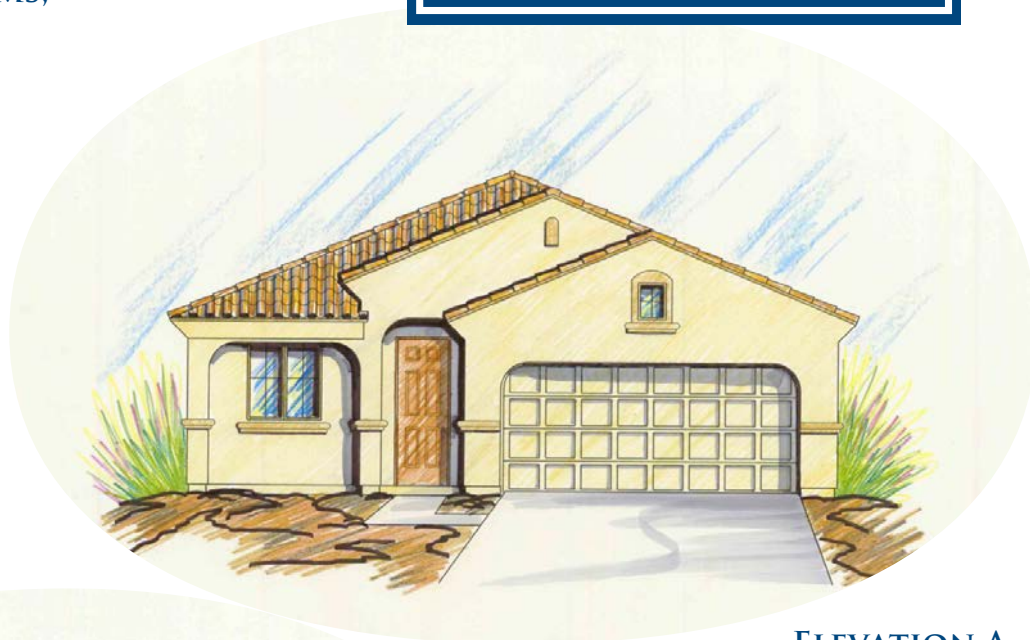
PRELIMINARY
SUBJECT TO CHANGE

Home, features and community information are subject to change without notice or obligation.
All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage0811014

THE MONARCH
PLAN PV-3510
1355 LIVABLE SQUARE FEET
GREAT ROOM, 3 BEDROOMS,
2 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A
Optional stone available.



ELEVATION B



ELEVATION C

PRELIMINARY
SUBJECT TO CHANGE

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PeoriaVillage073014

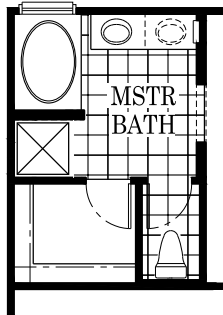
THE VAIL

PLAN PV-3520

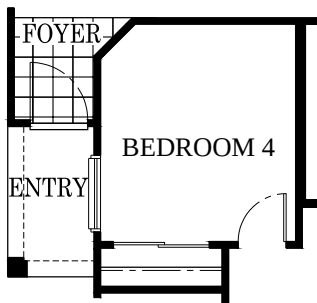
1581 LIVABLE SQUARE FEET

GREAT ROOM, 3 BEDROOM, FLEX SPACE,
2 BATHS, 2 BAY GARAGE

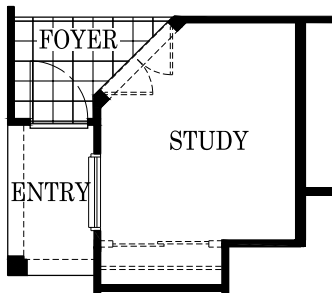
GARRETT-WALKER
HOMES



OPTIONAL SHOWER
AT MASTER BATH



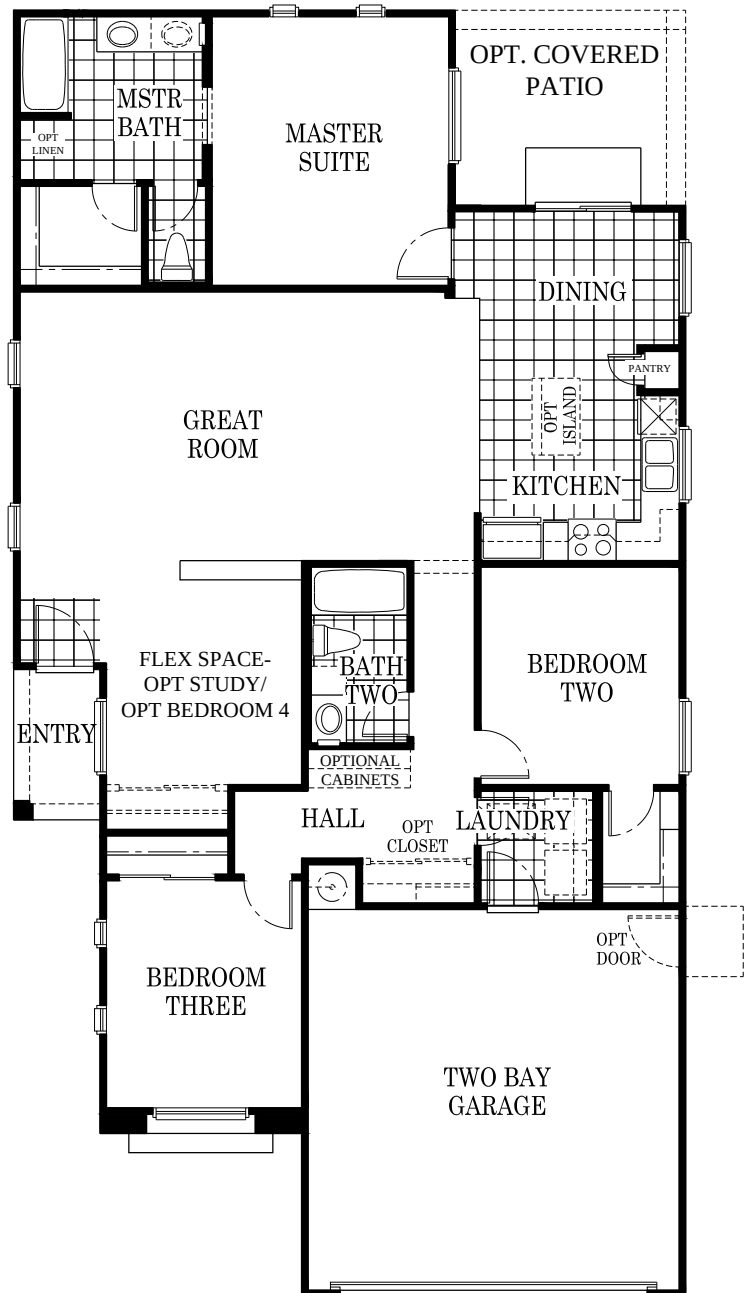
OPTIONAL
BEDROOM 4
AT FLEX



OPTIONAL STUDY
AT FLEX



OPTIONAL EXTENDED
BATH 2



FLOOR PLAN

PRELIMINARY
SUBJECT TO CHANGE

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PeoriaVillage082514

THE VAIL
PLAN PV-3520
1581 LIVABLE SQUARE FEET
GREAT ROOM, 3 BEDROOM, FLEX SPACE,
2 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A



ELEVATION B



ELEVATION C

Illustrated with optional full columns of stone.
PeoriaVillage082514

PRELIMINARY
SUBJECT TO CHANGE

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THE DURANGO

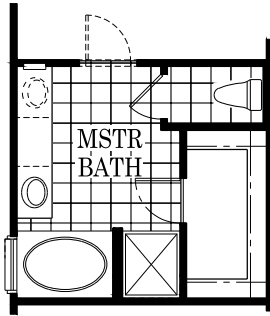
PLAN PV-3530

1853 LIVABLE SQUARE FEET

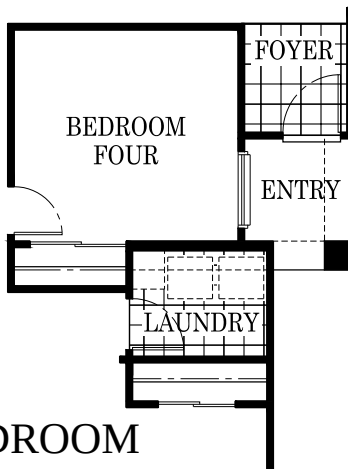
GREAT ROOM, 3 BEDROOM, FLEX SPACE,

2 BATHS, 2 BAY GARAGE

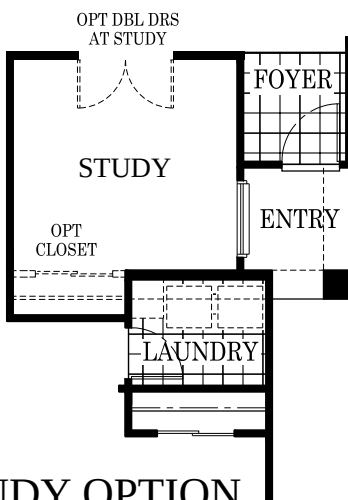
GARRETT-WALKER
HOMES



**MASTER BATH
SHOWER OPTION**



**BEDROOM
FOUR OPTION**



STUDY OPTION



FLOOR PLAN

**PRELIMINARY
SUBJECT TO CHANGE**

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All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage081114

THE DURANGO

PLAN PV-3530

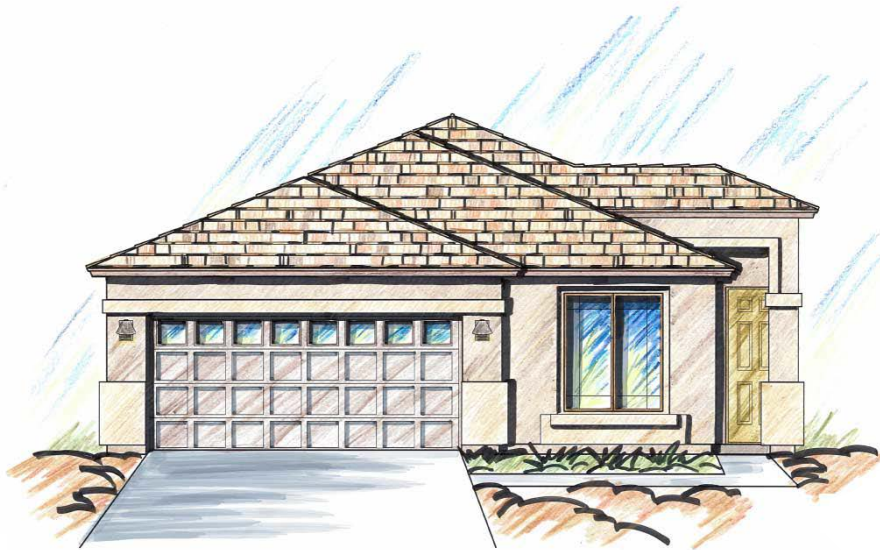
1853 LIVABLE SQUARE FEET

GREAT ROOM, 3 BEDROOM, FLEX SPACE,
2 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A



ELEVATION B



ELEVATION C

Illustrated with optional full columns of stone.

PeoriaVillage073014

PRELIMINARY
SUBJECT TO CHANGE

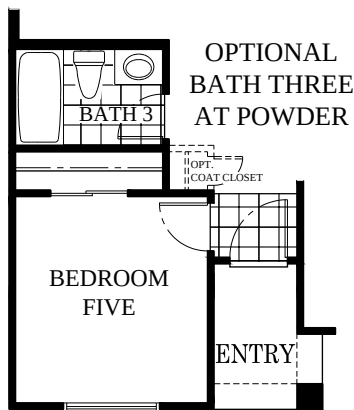
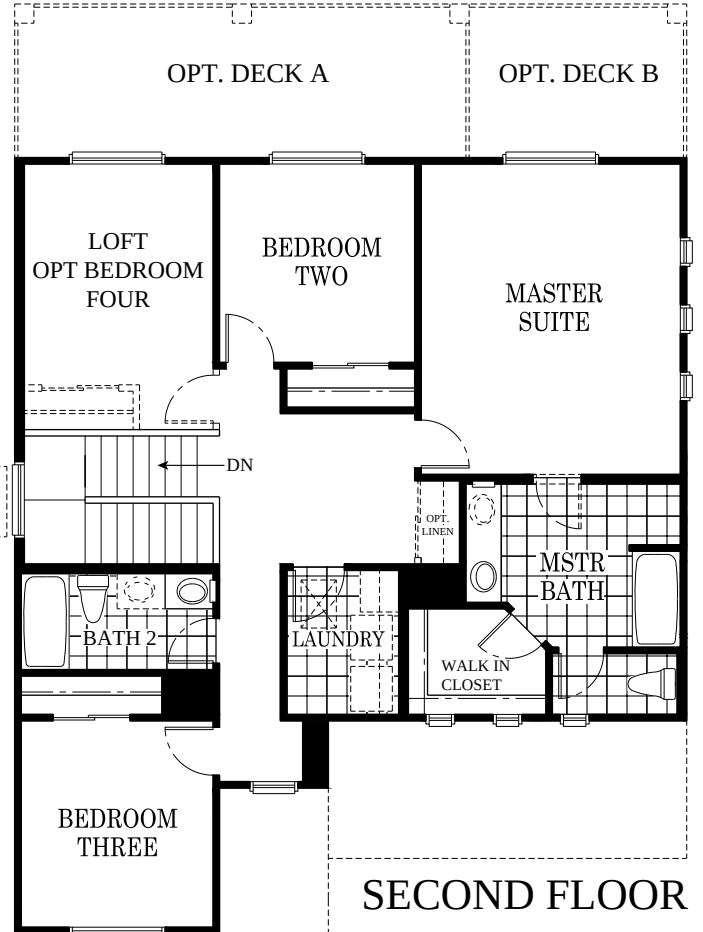
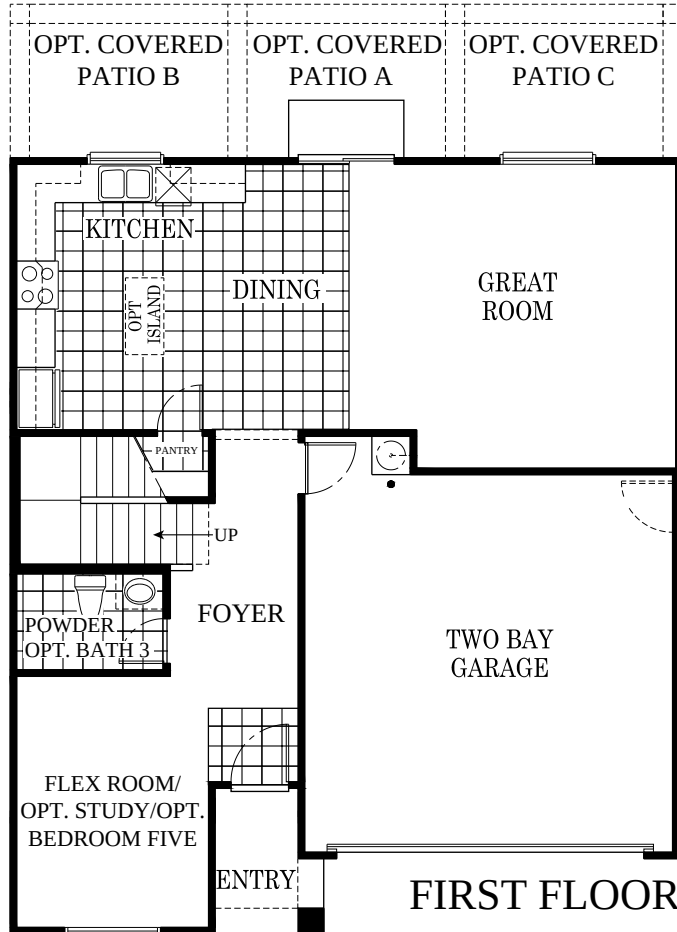
THE DOVE CREEK

PLAN PV-3535

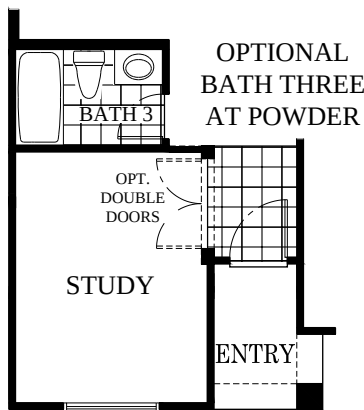
1990 LIVABLE SQUARE FEET

GREAT ROOM, 4 BEDROOM, FLEX SPACE,
2.5 BATHS, 2 BAY GARAGE

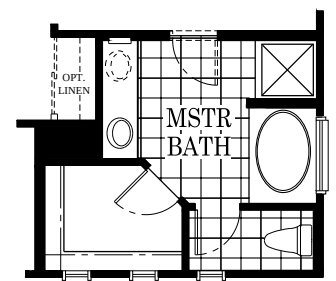
GARRETT-WALKER
HOMES



OPTIONAL
BEDROOM FIVE
AT FLEX ROOM



OPTIONAL
STUDY
AT FLEX ROOM



OPTIONAL SHOWER
AT MASTER BATH

PRELIMINARY
SUBJECT TO CHANGE

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All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage073014

THE DOVE CREEK

PLAN PV-3535

1990 LIVABLE SQUARE FEET

GREAT ROOM, 4 BEDROOM, FLEX SPACE,
2.5 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A
Optional stone available.



ELEVATION B



ELEVATION C

PRELIMINARY
SUBJECT TO CHANGE

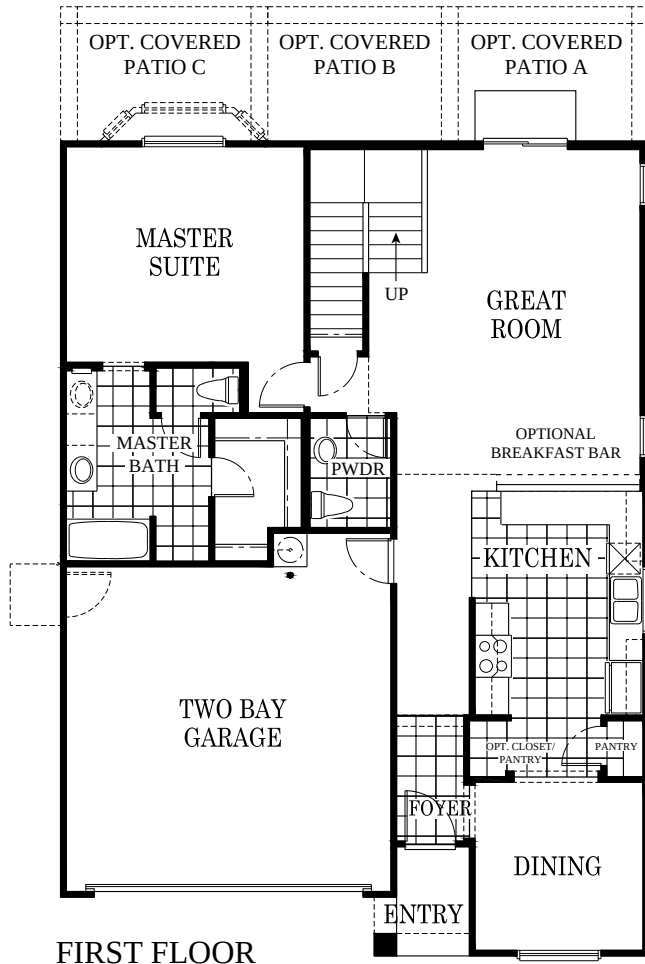
THE BOULDER

PLAN PV-3540

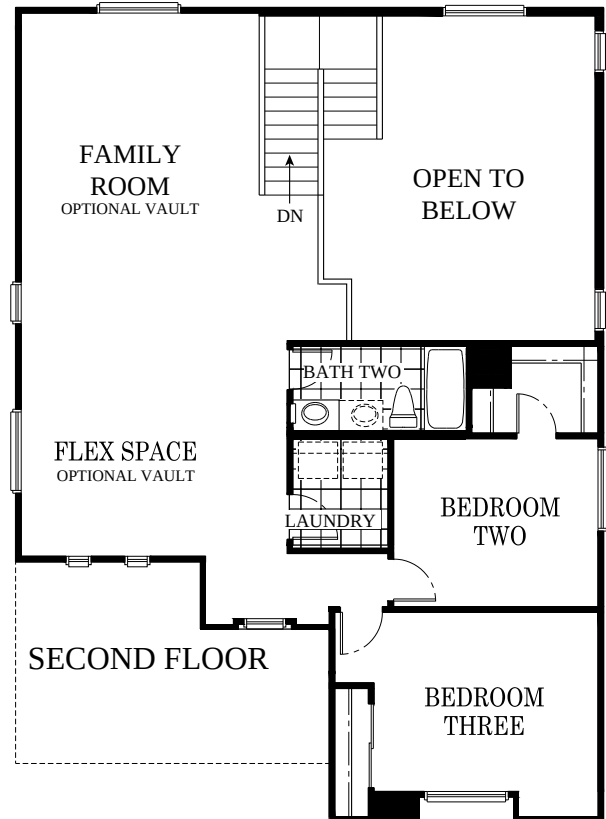
2286 LIVABLE SQUARE FEET

GREAT ROOM, 3 BEDROOMS, FLEX SPACE,
FAMILY ROOM, 2.5 BATHS, 2 BAY GARAGE

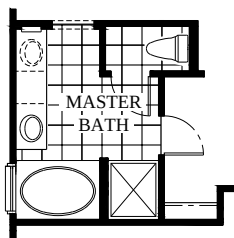
GARRETT-WALKER
HOMES



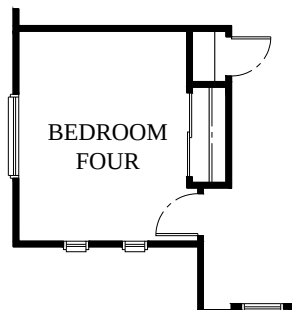
FIRST FLOOR



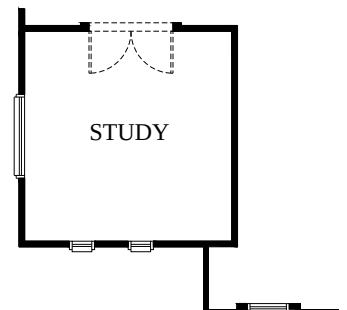
SECOND FLOOR



MASTER BATH
SHOWER OPTION



OPTIONAL
BEDROOM FOUR
AT FLEX SPACE



OPTIONAL STUDY
AT FLEX SPACE

PRELIMINARY
SUBJECT TO CHANGE

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All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage081114

THE BOULDER

PLAN PV-3540

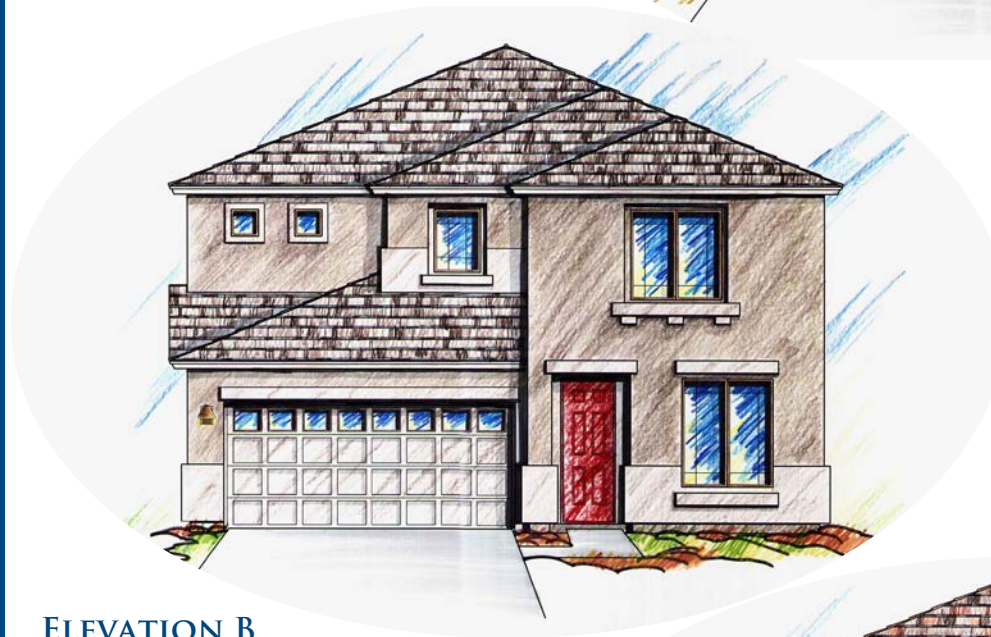
2286 LIVABLE SQUARE FEET

GREAT ROOM, 3 BEDROOMS, FLEX SPACE,
FAMILY ROOM, 2.5 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A



ELEVATION B



ELEVATION C

Illustrated with optional full column of stone at garage.

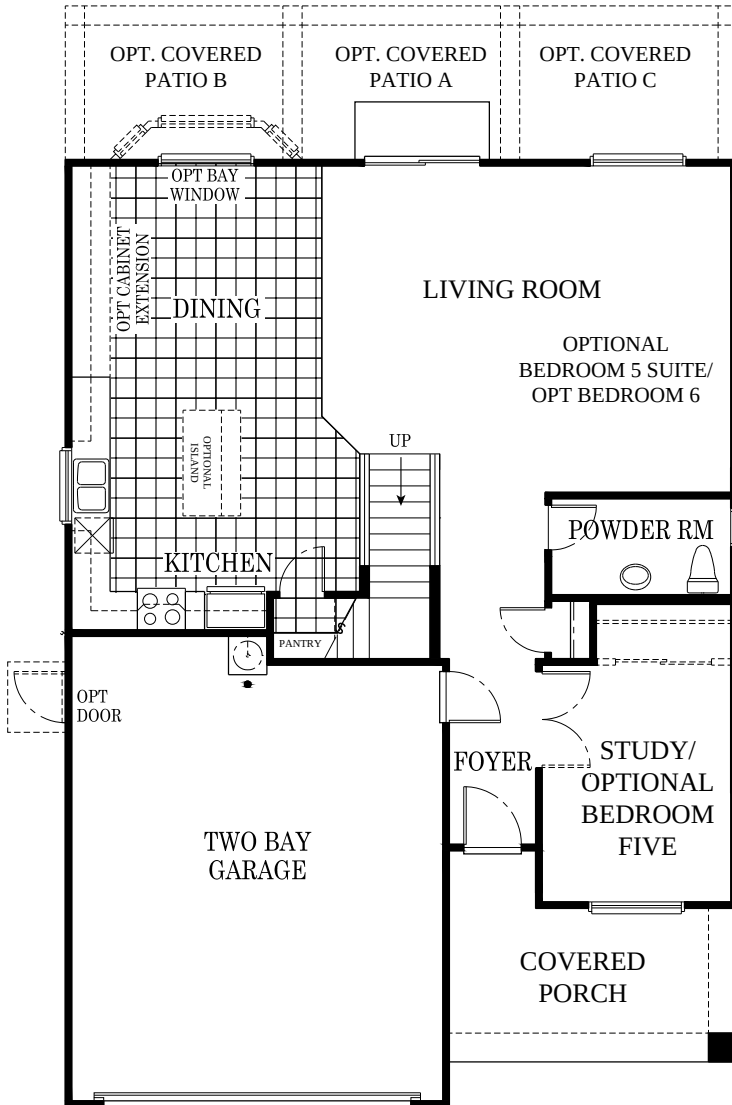
PRELIMINARY
SUBJECT TO CHANGE

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All Square footages are approximate. See Sales Representative for additional details

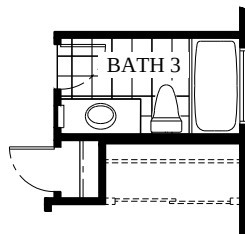
PeoriaVillage073014

THE ASPEN
PLAN PV-3550
 2674 LIVABLE SQUARE FEET
 GREAT ROOM, FAMILY ROOM,
 4-6 BEDROOMS, DEN,
 2.5 BATHS, 2 BAY GARAGE

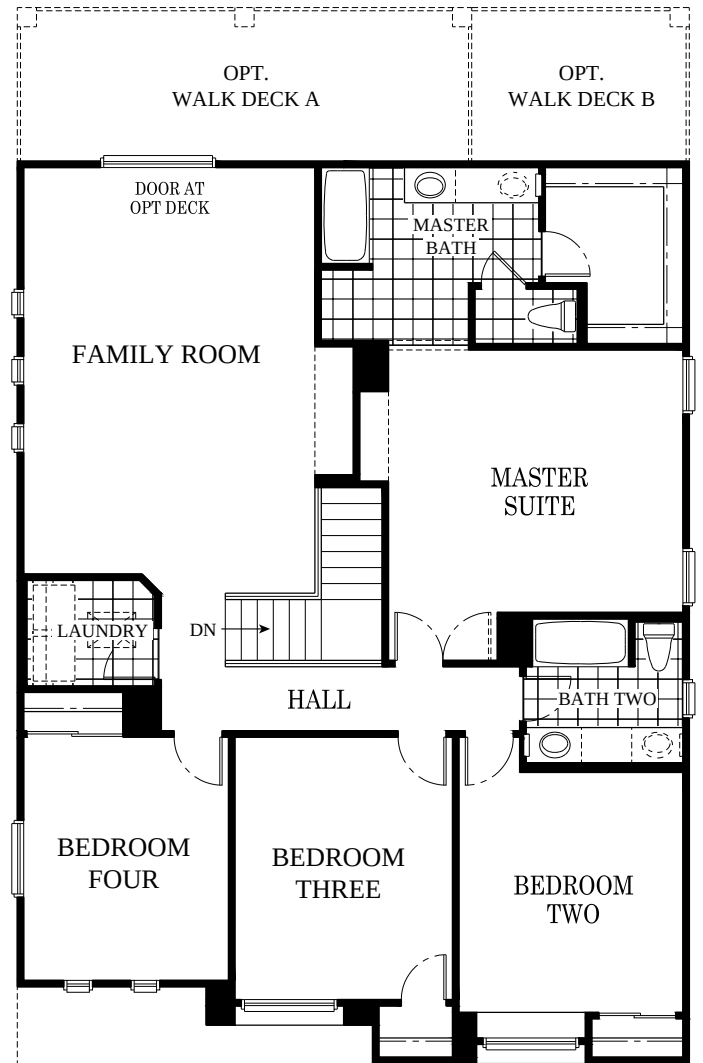
GARRETT-WALKER
HOMES



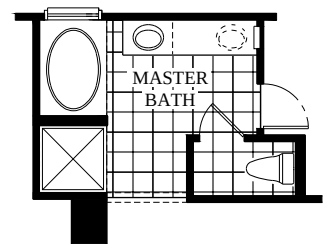
FIRST FLOOR



**FULL BATH 3
 AT POWDER OPTION**



SECOND FLOOR



**MASTER BATH
 SHOWER OPTION**

**PRELIMINARY
 SUBJECT TO CHANGE**

Home, features and community information are subject to change without notice or obligation.
 All Square footages are approximate. See Sales Representative for additional details

PeoriaVillage081114

THE ASPEN

PLAN PV-3550

2674 LIVABLE SQUARE FEET

GREAT ROOM, FAMILY ROOM,

4-6 BEDROOMS, DEN,

2.5 BATHS, 2 BAY GARAGE

GARRETT-WALKER
HOMES



ELEVATION A



ELEVATION B



ELEVATION C

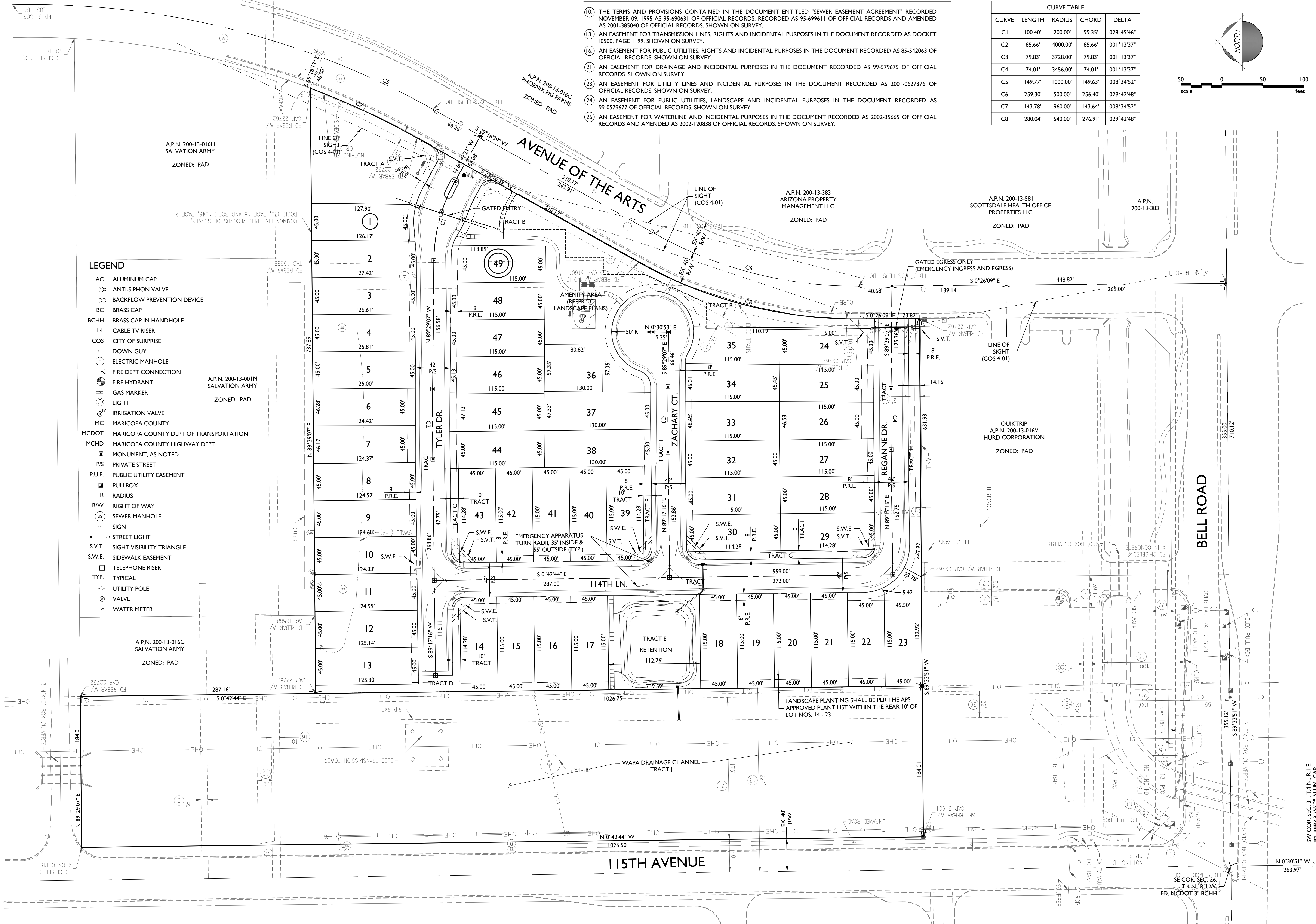
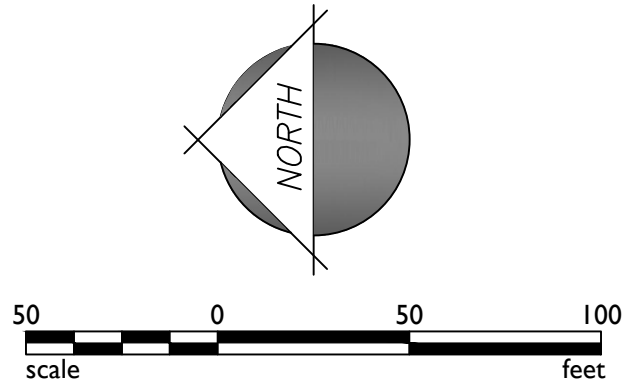
Illustrated with optional full columns of stone.

PRELIMINARY
SUBJECT TO CHANGE

SCHEDULE B DOCUMENTS

- (10.) THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SEWER EASEMENT AGREEMENT" RECORDED NOVEMBER 09, 1995 AS 95-690631 OF OFFICIAL RECORDS; RECORDED AS 95-699611 OF OFFICIAL RECORDS AND AMENDED AS 2001-385040 OF OFFICIAL RECORDS, SHOWN ON SURVEY.
- (13.) AN EASEMENT FOR TRANSMISSION LINES, RIGHTS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS DOCKET 10500, PAGE 1199, SHOWN ON SURVEY.
- (16.) AN EASEMENT FOR PUBLIC UTILITIES, RIGHTS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 85-542063 OF OFFICIAL RECORDS, SHOWN ON SURVEY.
- (21.) AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 99-579675 OF OFFICIAL RECORDS, SHOWN ON SURVEY.
- (23.) AN EASEMENT FOR UTILITY LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2001-0627376 OF OFFICIAL RECORDS, SHOWN ON SURVEY.
- (24.) AN EASEMENT FOR PUBLIC UTILITIES, LANDSCAPE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 99-0579677 OF OFFICIAL RECORDS, SHOWN ON SURVEY.
- (26.) AN EASEMENT FOR WATERLINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS 2002-35665 OF OFFICIAL RECORDS AND AMENDED AS 2002-120838 OF OFFICIAL RECORDS, SHOWN ON SURVEY.

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	100.40'	200.00'	99.35'	028°45'46"
C2	85.66'	4000.00'	85.66'	001°13'37"
C3	79.83'	3728.00'	79.83'	001°13'37"
C4	74.01'	3456.00'	74.01'	001°13'37"
C5	149.77'	1000.00'	149.63'	008°34'52"
C6	259.30'	500.00'	256.40'	029°42'48"
C7	143.78'	960.00'	143.64'	008°34'52"
C8	280.04'	540.00'	276.91'	029°42'48"



- LEGEND**
- AC ALUMINUM CAP
 - AS ANTI-SIPHON VALVE
 - BC BACKFLOW PREVENTION DEVICE
 - BC BRASS CAP
 - BCBH BRASS CAP IN HANDHOLE
 - CTV CABLE TV RISER
 - COS CITY OF SURPRISE
 - DOWN GUY
 - E ELECTRIC MANHOLE
 - FD FIRE DEPT CONNECTION
 - FD FIRE HYDRANT
 - FM GAS MARKER
 - L LIGHT
 - IR IRRIGATION VALVE
 - MC MARICOPA COUNTY
 - MCDOT MARICOPA COUNTY DEPT OF TRANSPORTATION
 - MCHD MARICOPA COUNTY HIGHWAY DEPT
 - MON MONUMENT, AS NOTED
 - P/S PRIVATE STREET
 - P.U.E PUBLIC UTILITY EASEMENT
 - PB PULLBOX
 - R RADIUS
 - R/W RIGHT OF WAY
 - SS SEWER MANHOLE
 - SIGN
 - SL STREET LIGHT
 - S.V.T. SIGHT VISIBILITY TRIANGLE
 - S.W.E. SIDEWALK EASEMENT
 - TR TELEPHONE RISER
 - TYP. TYPICAL
 - UP UTILITY POLE
 - V VALVE
 - WM WATER METER

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

EPS GROUP

Project: **SOUTH GATE AT CANYON RIDGE WEST**

Revisions:

MAY 19, 2015 - 1ST PRELIMINARY PLAT SUBMITTAL	
AUGUST 6, 2015 - 2ND PRELIMINARY PLAT SUBMITTAL	
AUGUST 27, 2015 - 3RD PRELIMINARY PLAT SUBMITTAL	

Call at least two full working days before meeting.

ARIZONA 811
Call 811 or 1-800-878-2727 (TDD 878-2727)
In Maricopa County (602)251-1100

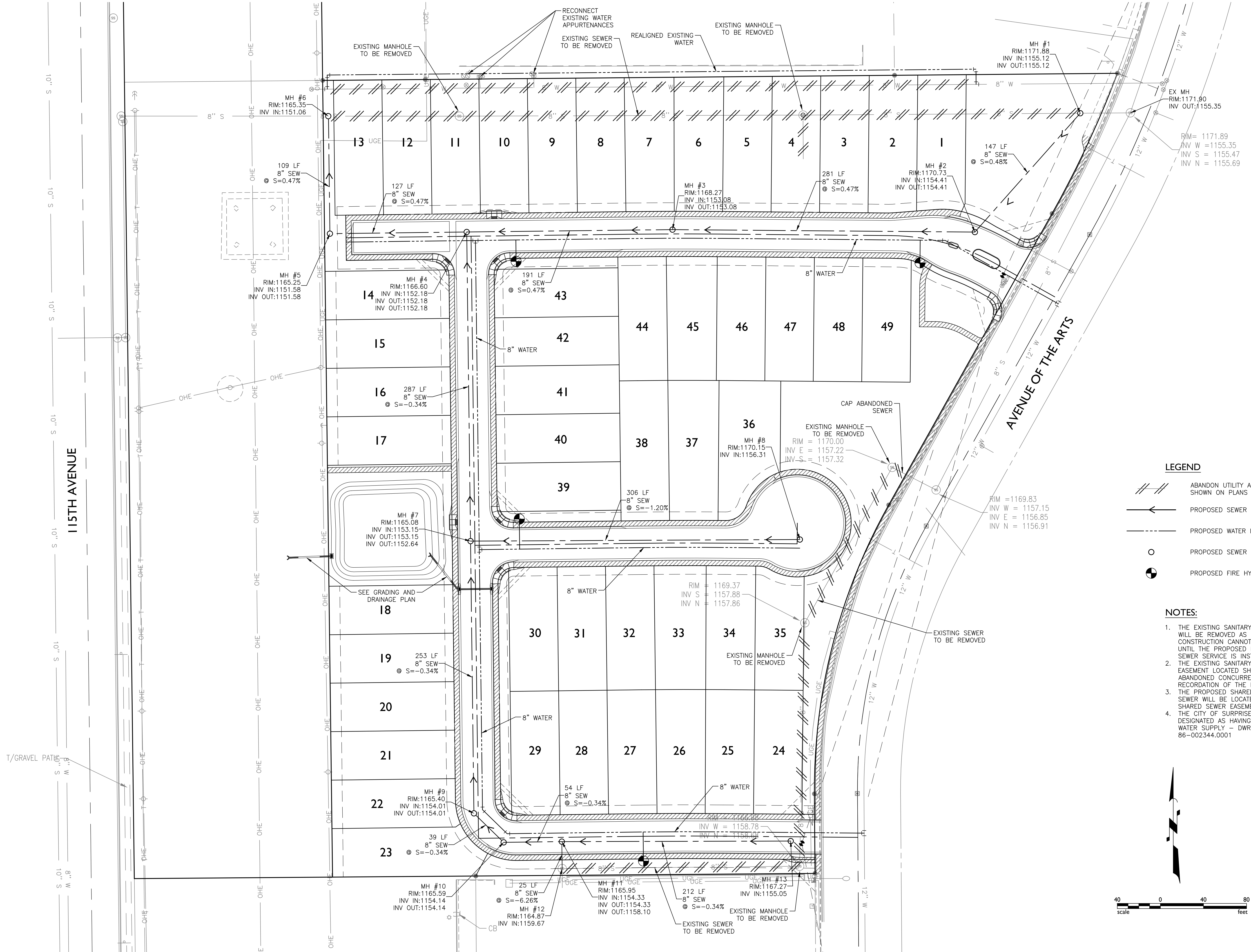
Designer: **JH**
Drawn by: **DCH**

Professional Engineer (PE)
60163
JOHN C. MCGHEE
Arizona State Board of Engineering and Surveying
Exp. 06-23-2018

SW COR. SEC. 31, T.4 N., R.1 E.
FD. REBAR W/ 2" ALUM. CAP.
2003 RLS 35832

Job No. **15-072**
PP01
Sheet No. **2** of **4**

15-072



LEGEND

- ABANDON UTILITY AS SHOWN ON PLANS
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE HYDRANT

NOTES:

- THE EXISTING SANITARY SEWER THAT WILL BE REMOVED AS PART OF THIS CONSTRUCTION CANNOT BE DISTURBED UNTIL THE PROPOSED RE-ROUTED SEWER SERVICE IS INSTALLED.
- THE EXISTING SANITARY SEWER EASEMENT LOCATED SHALL BE ABANDONED CONCURRENTLY WITH THE RECORDATION OF THE FINAL PLAT.
- THE PROPOSED SHARED SANITARY SEWER WILL BE LOCATED WITHIN A SHARED SEWER EASEMENT.
- THE CITY OF SURPRISE HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY - DWR 86-002344.0001

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

EPS

GROUP

SOUTH GATE AT CANYON RIDGE WEST

SURPRISE, AZ

Preliminary Utility Plan

Project:

Revisions:

MAY 14, 2015 - 1ST PRELIMINARY PLAT SUBMITTAL

AUGUST 6, 2015 - 2ND PRELIMINARY PLAT SUBMITTAL

AUGUST 27, 2015 - 3RD PRELIMINARY PLAT SUBMITTAL

Call at least two full working days before the public hearing.

ARIZONA

811

Call 811 or 1-800-STAKE-IT (732-6346)

in Maricopa County: (602)250-1100

Designer: JM

Drawn by: RW

Professional Engineer

CERTIFICATE NO. 60163

JOHN C. MCGHEE

Expires 08-21-2018

ARIZONA

U.S.A.

EXPIRES: 08-21-2018

Job No.

15-072

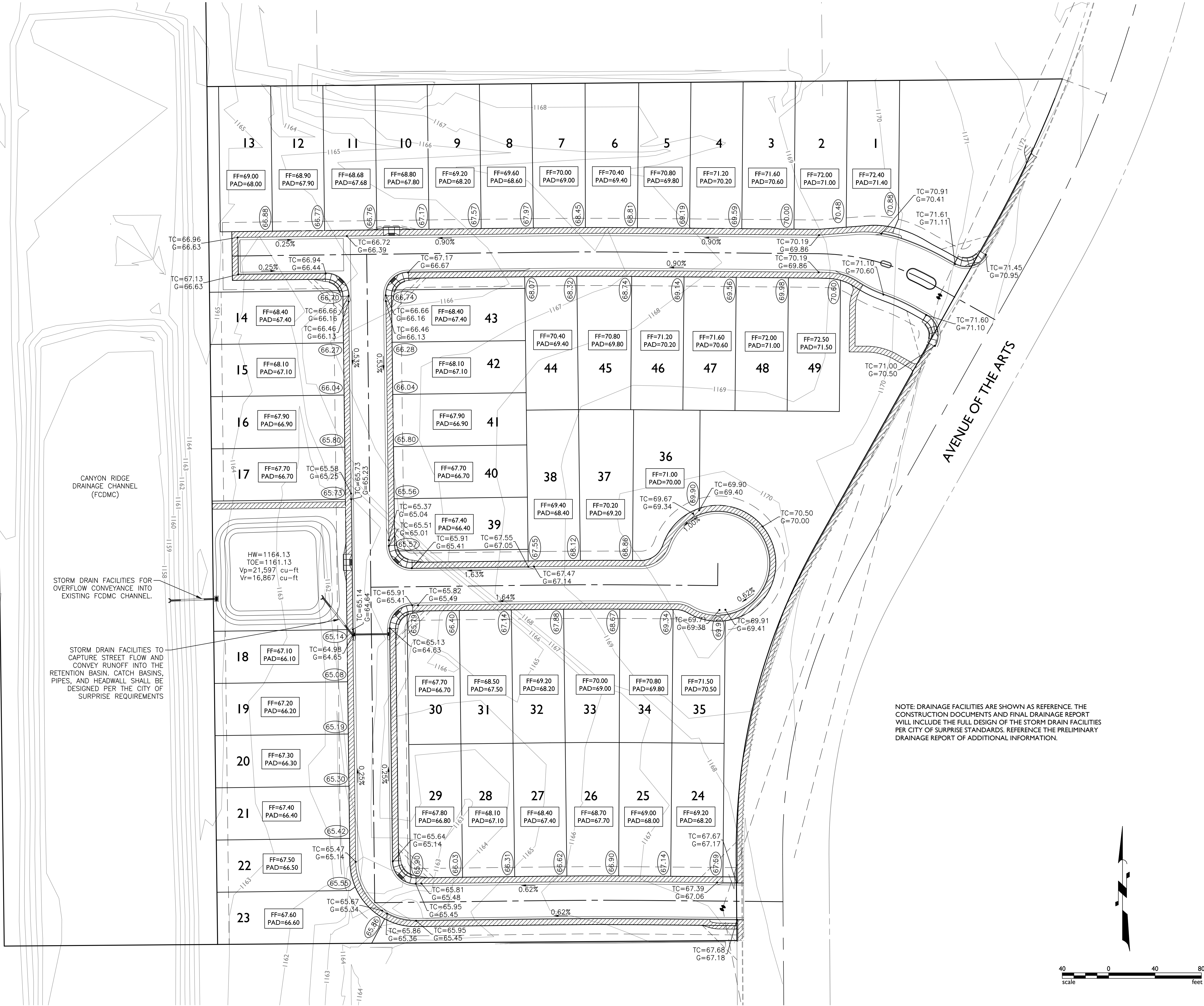
UT01

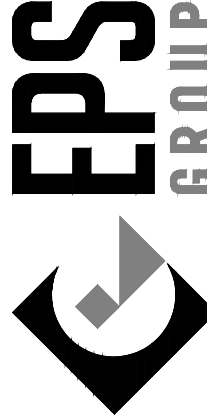
Sheet No.

3

of 4

115TH AVENUE





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

Project: SOUTH GATE AT CANYON RIDGE WEST
SURPRISE, AZ

Preliminary Grading & Drainage Plan

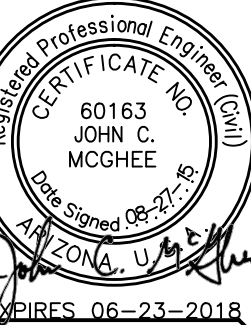
Revisions:

DATE	DESCRIPTION
MAY 14, 2015	1ST PRELIMINARY PLAT SUBMITTAL
AUGUST 6, 2015	2ND PRELIMINARY PLAT SUBMITTAL
AUGUST 27, 2015	3RD PRELIMINARY PLAT SUBMITTAL

Call at least two full working days before your design submission


Dial 811 or 1-800-STAKE-IT (782-6246)
in Maricopa County (800)251-1166

Designer: JM
Drawn by: RW


Expires: 08-23-2018

Job No.
15-072

PG01

Sheet No.
4
of 4



PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
TREES				
	Acacia aneura	Mulga	*1.5" Caliper	12
	Caesalpinia cocalaco 'Smoothie'	Thornless Cascalote	*1.5" Caliper	8
	Chilopsis linearis 'Bubba'	Desert Willow	*1.5" Caliper	9
	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	*2.0" Caliper	4
	Prosopis x 'Phoenix'	Thornless Mesquite	*1.5" Caliper	21
	Existing Tree **		*2.0" Caliper	6
			*3.0" Caliper	2
			*1.5" Caliper	24
			*3.0" Caliper	1
				2

* Trees shall be min. 1.5" Caliper unless otherwise noted on plan.
Tree sizes shall be determined by caliper (not box size) per current ANA guidelines:
24" Box = 1.5" Caliper
36" Box = 2.0" Caliper
48" Box = 3.0" Caliper
** Existing Trees to be evaluated for health condition prior to final design.

SHRUBS/ACCENTS	COMMON NAME	SIZE	QTY
	Agave weberi	Weber Agave	5 Gal
	Aloe hybrid 'Blue Elf'	Blue Elf Aloe	5 Gal
	Bougainvillea species	Bougainvillea	5 Gal
	Callistemon 'Little John'	Little John	5 Gal
	Dasyliroa wheeleri	Desert Spoon	5 Gal
	Eremophila maculata 'Valentine'	'Valentine' Emu Bush	5 Gal
	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	1 Gal
	Lantana x 'Dallas Red'	Dallas Red Lantana	5 Gal
	Leucophyllum langmanii 'Rio Bravo'	Rio Bravo	5 Gal
	Muhlenbergia capillaris 'Regal Mist'	Regal Mist	5 Gal
	Ruellia peninsularis	Desert Ruellia	5 Gal
	Tecoma x 'Orange Jubilee'	Orange Jubilee	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE	QTY
	Lantana x 'New Gold'	New Gold Lantana	1 Gal
	Lantana montevidensis	Purple Trailing Lantana	1 Gal
	Rosmarinus officinalis 'Huntington Carpet'	Prostrate Rosemary	1 Gal

TURF			
	Cynodon dactylon 'Tifway 419'	Tifway 419	Hydroseed
	Vegetative Groundcover with 5/8" Screened Decomposed Granite	Desert Gold or Equal, 2" Depth Min.	

NOTE:
FINAL PLANTING DESIGN FOR AVENUE OF THE ARTS FRONTAGE WILL INCLUDE THE MINIMUM TREE REQUIREMENTS:
• 1 TREE PER 25 LINEAR FEET (24" BOX MIN)
• 25% OF TREES TO BE 36" BOX
• 50% OF TREES PLANTED NEAR THE MAIN ENTRY TO BE 48" BOX.

PROJECT DATA

A.P.N.	200-13-016X
CURRENT LAND USE:	UNDEVELOPED
EXISTING GENERAL PLAN:	LOW DENSITY RESIDENTIAL
EXISTING ZONING:	PAD
GROSS AREA:	+/- 15.47 ACRES (INCLUDES R/W OF ADJACENT ARTERIALS & COLLECTOR ROADS)
NET AREA:	+/- 13.80 ACRES (EXCLUDES R/W OF ADJACENT ARTERIALS & COLLECTOR ROADS)
RESIDENTIAL AREA:	9.46 ACRES
DRAINAGE CHANNEL AREA:	4.34 ACRES
LOT SIZE:	45' x 115'
NO. OF LOTS:	49
GROSS DENSITY:	3.17 DU/AC
NET DENSITY:	3.55 DU/AC
OPEN SPACE:	+/- 1.51 AC. (EX. WAPA DRAINAGE CHANNEL)
OPEN SPACE (RES. AREA):	+/- 15.96%
TURF AREA:	8,625 S.F. (13% OF OPEN SPACE)

KEYNOTES

	GATED MAIN ENTRY		EXIT ONLY GATE
	ENTRY MONUMENT SIGN		TURF
	5' COMPACTED GRANITE PATH		MAILBOX
	5' CONCRETE SIDEWALK		PEDESTRIAN GATE
	MAIN AMENITY AREA		



1

MAIN AMENITY ENLARGEMENT
Scale: 1" = 20'-0"

Scale: 1" = 20'-0"



BENCH WITH BACK
By Webcoat
6ft B6WBCCLASSICWINGLINES - Color Green



PICNIC TABLE
By Webcoat
Model: T6ROLLPEDS - Color Green



TRASH RECEPTACLE
By Webcoat
Model: TR32CLASSIC - Color Green



PLAY STRUCTURE
Landscape Structures
Design # 139



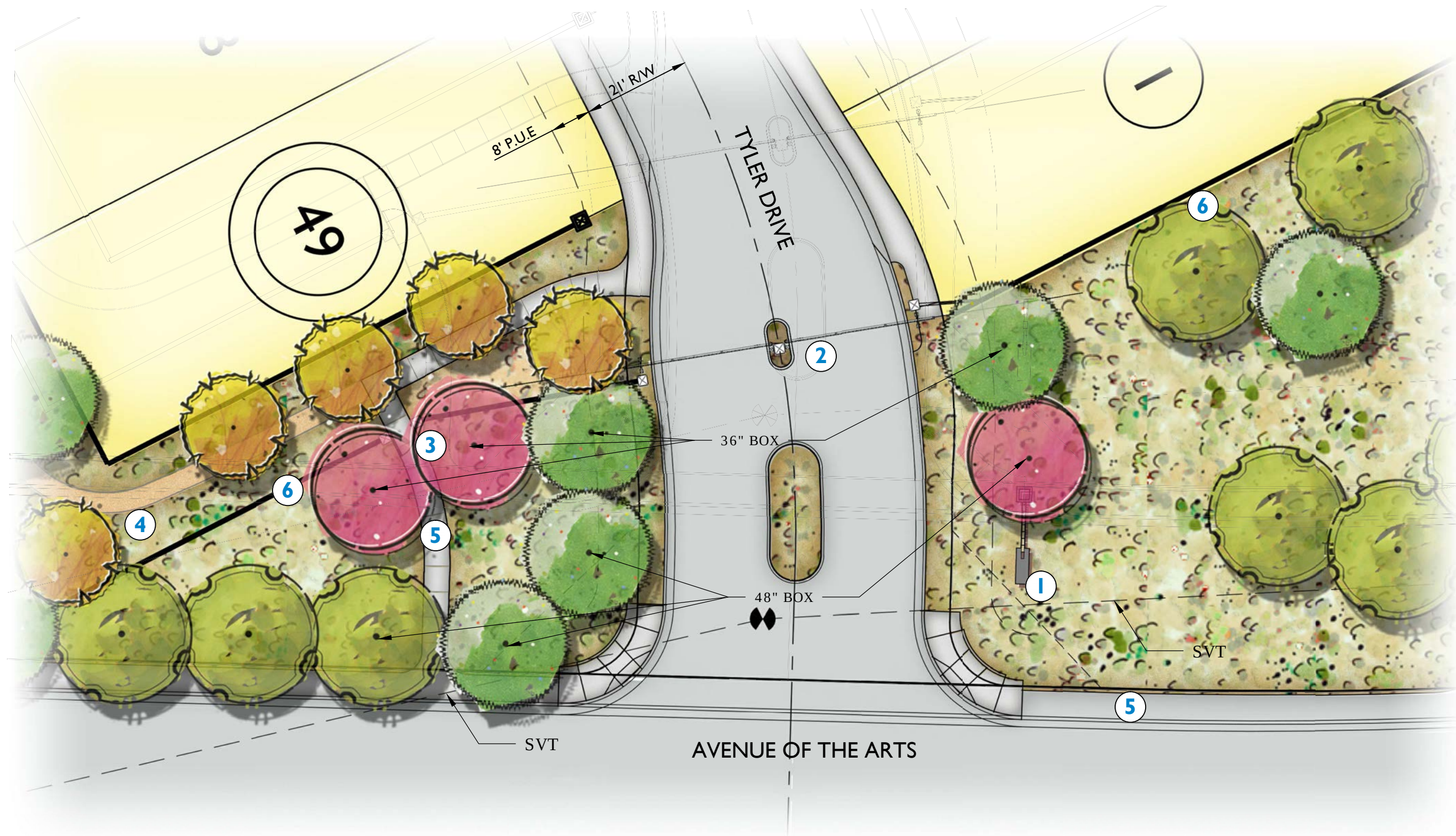
RAMADA
Classic Recreation. Roof: Bronze, Columns: Creme
Model: 16' x 20' Mesa HR-36



BBQ GRILL
DuMor
Model: 21-00 - Black

KEYNOTES

1 TOT LOT	5 5' COMPACTED DG PATH
2 ENGINEERED WOOD FIBER PLAY SURFACE	6 PEDESTRIAN GATE
3 16' x 20' RAMADA W/ PICNIC TABLE & TRASH RECEPTACLE	7 LANDSCAPE BENCH
4 5' CONCRETE SIDEWALK	8 BARBEQUE GRILL

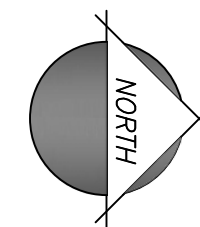


KEYNOTES

- 1 ENTRY MONUMENT SIGN
- 2 VEHICULAR ENTRY SLIDE GATE
- 3 PEDESTRIAN GATE
- 4 5' COMPACTED DECOMPOSED GRANITE PATH
- 5 5' CONCRETE SIDEWALK
- 6 PERIMETER THEME WALL (SEE WALL PLAN)

1 CONCEPTUAL COMMUNITY ENTRY PLAN

1" = 20'-0"

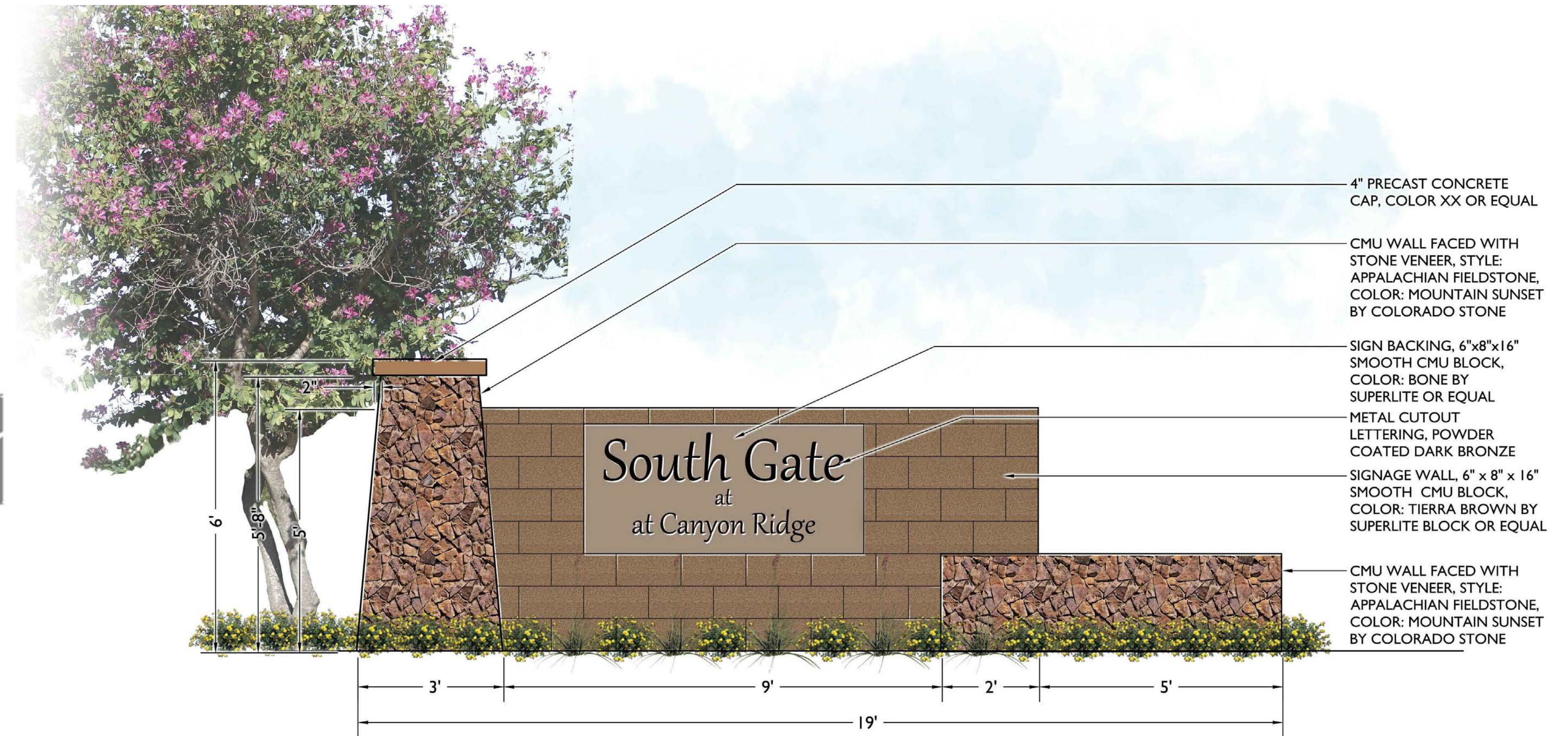


CLUSTER MAILBOX,
POST MOUNTED

ELEVATION FRONT

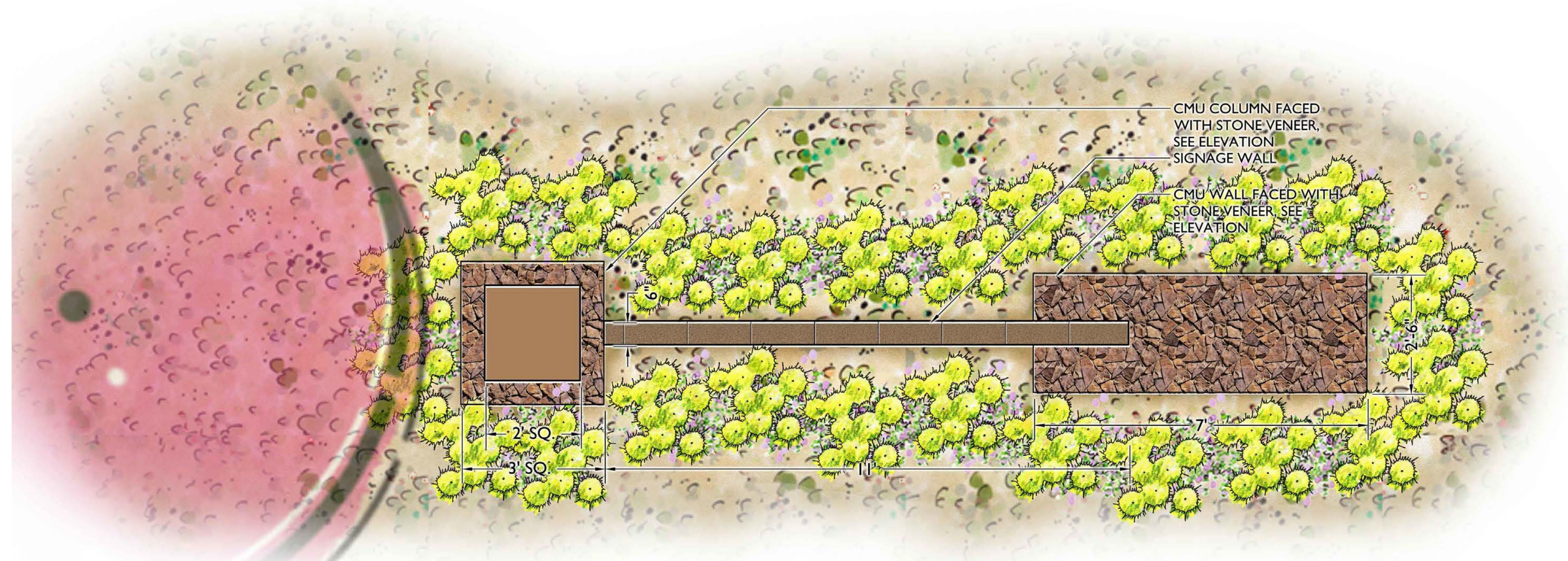
4 MAILBOX

NTS



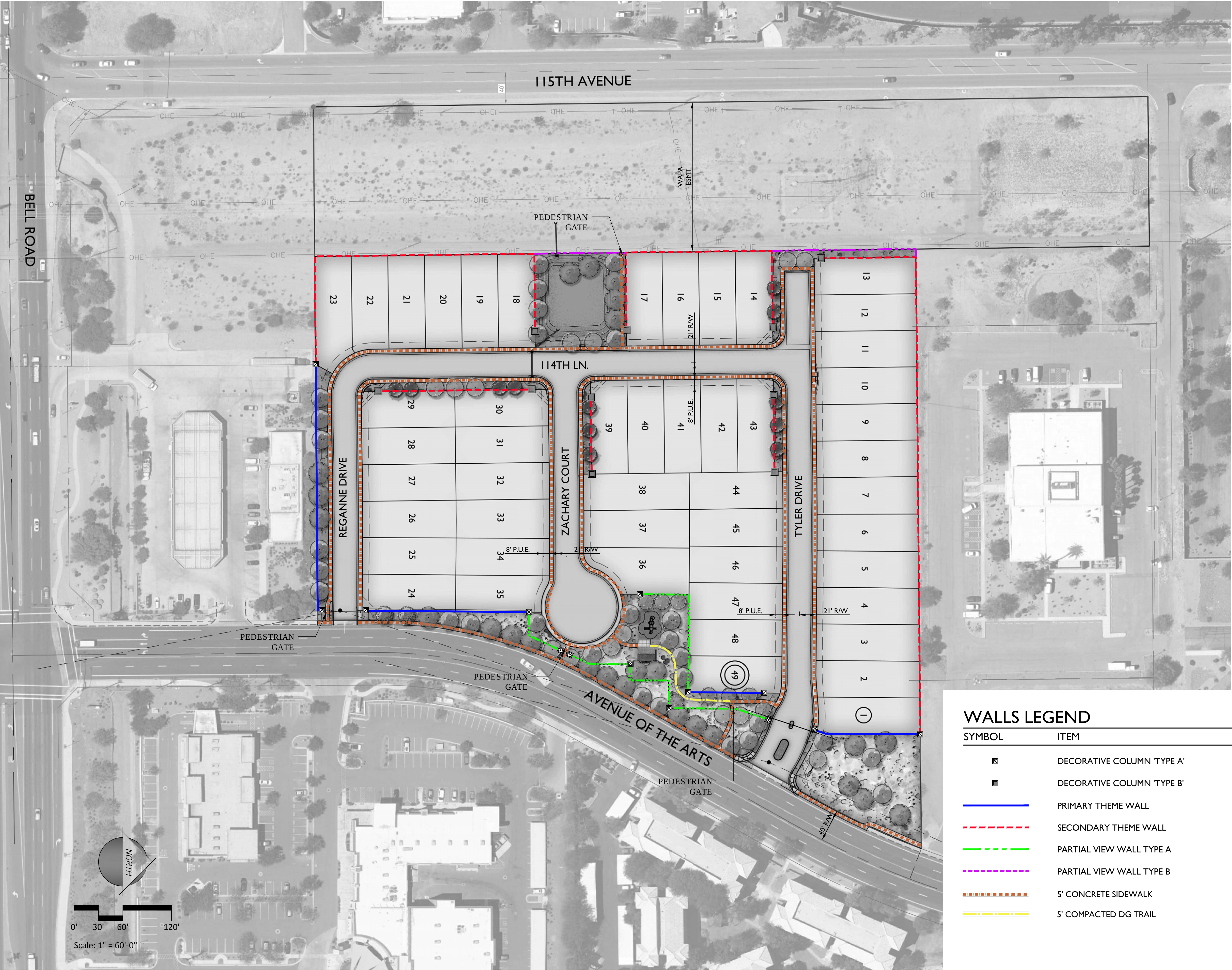
2 ENTRY MONUMENT ELEVATION

NTS



3 ENTRY MONUMENT PLAN

NTS



WALLS LEGEND	
SYMBOL	ITEM
	DECORATIVE COLUMN 'TYPE A'
	DECORATIVE COLUMN 'TYPE B'
	PRIMARY THEME WALL
	SECONDARY THEME WALL
	PARTIAL VIEW WALL TYPE A
	PARTIAL VIEW WALL TYPE B
	5' CONCRETE SIDEWALK
	5' COMPACTED DG TRAIL



1 PRIMARY THEME WALL
NTS



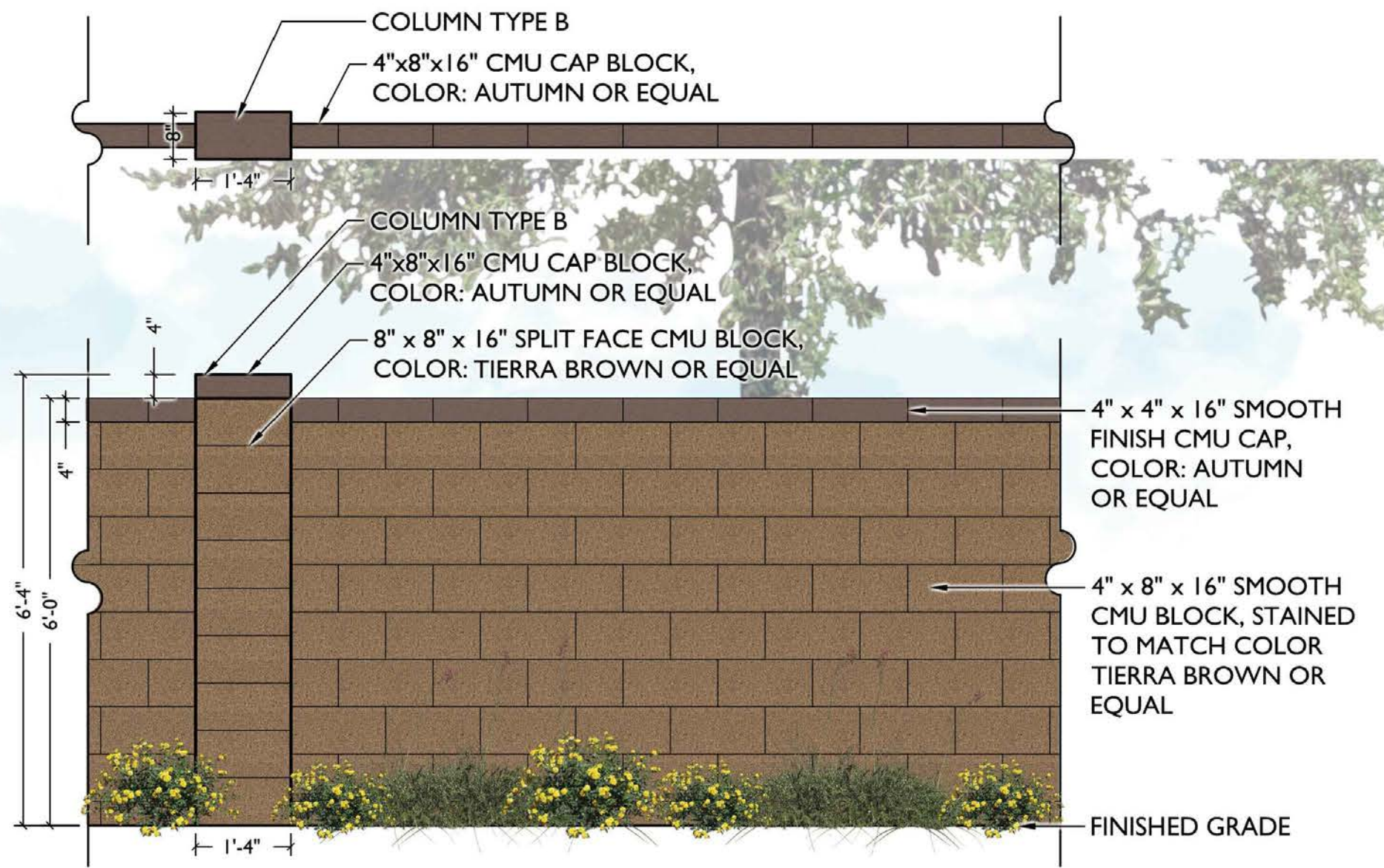
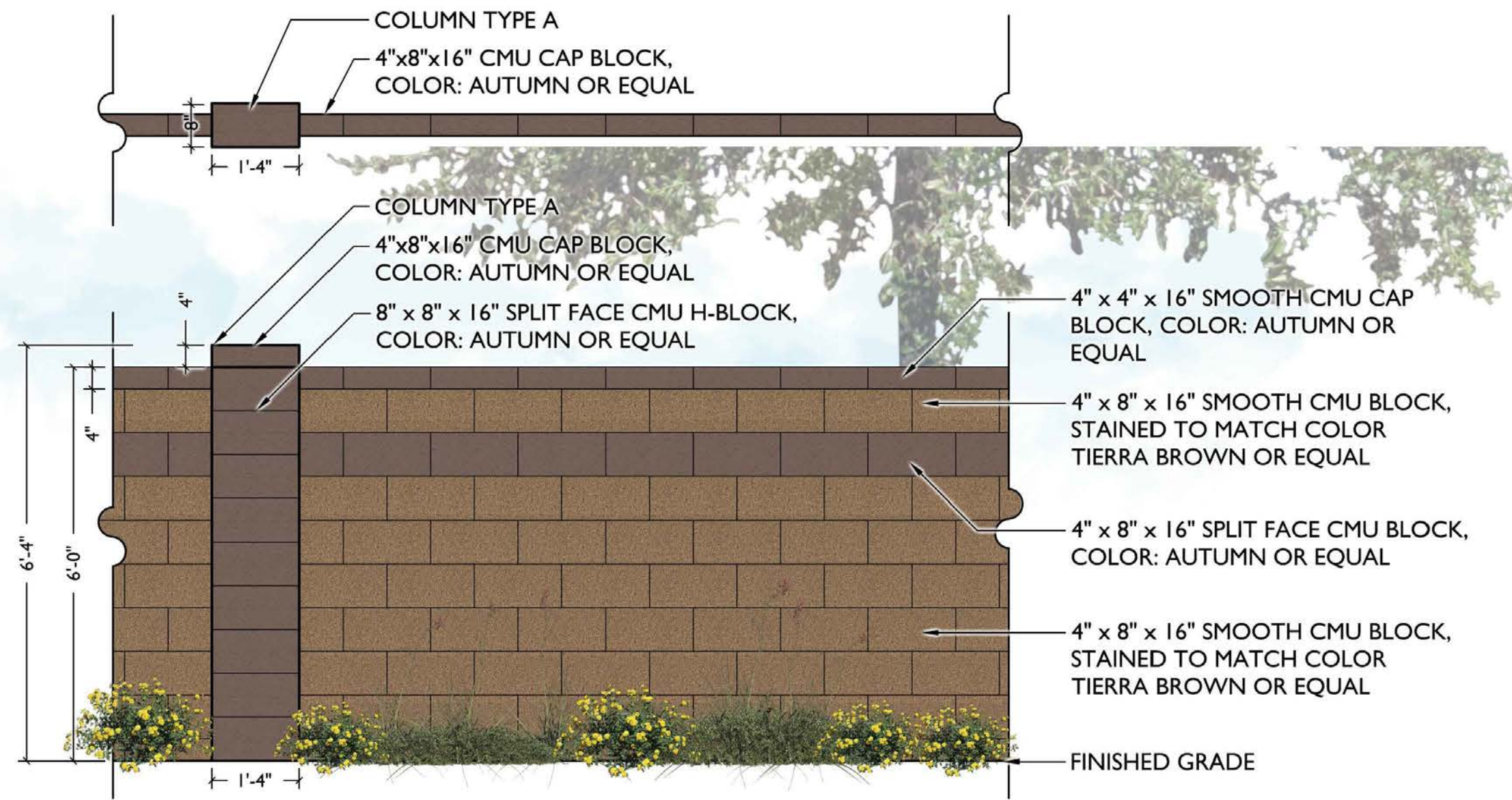
2 SECONDARY THEME WALL
NTS



3 PARTIAL VIEW WALL TYPE A
NTS



4 PARTIAL VIEW WALL TYPE B
NTS



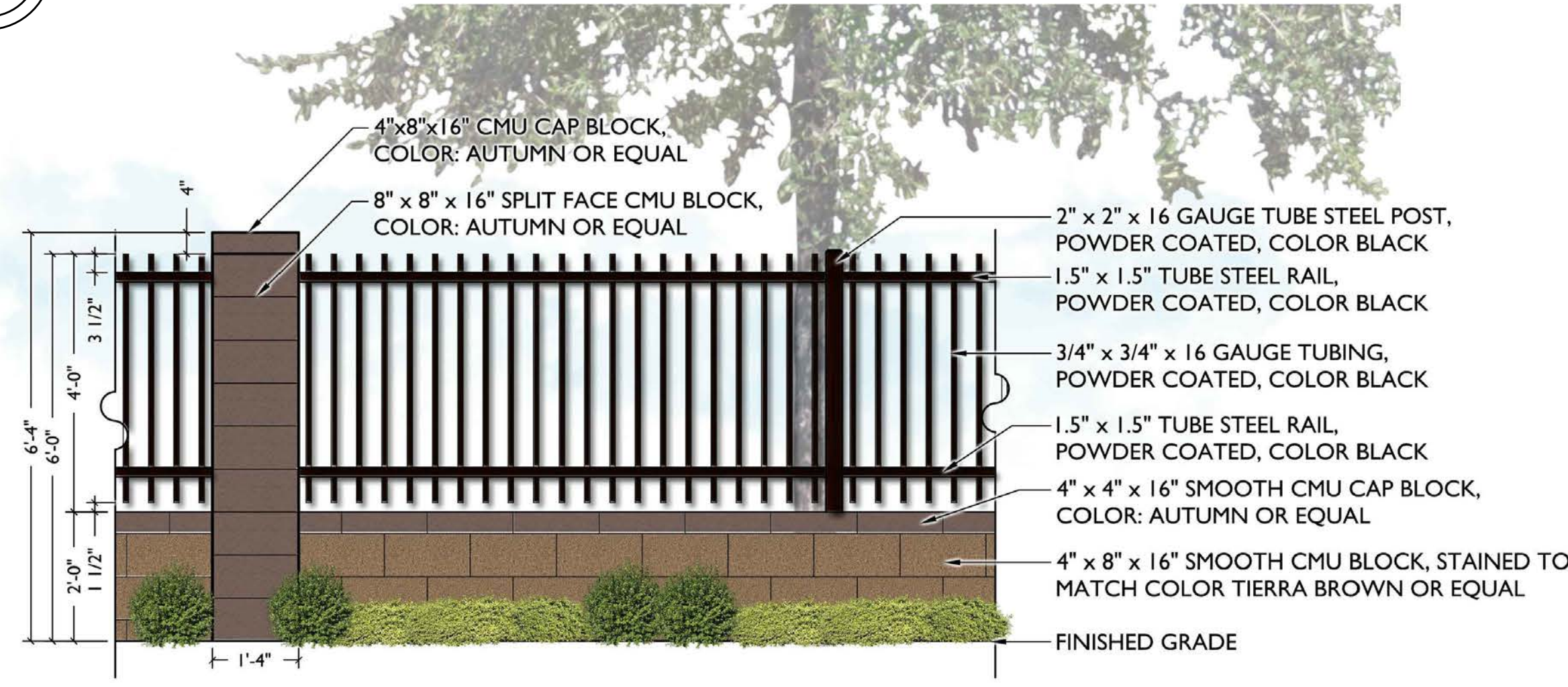
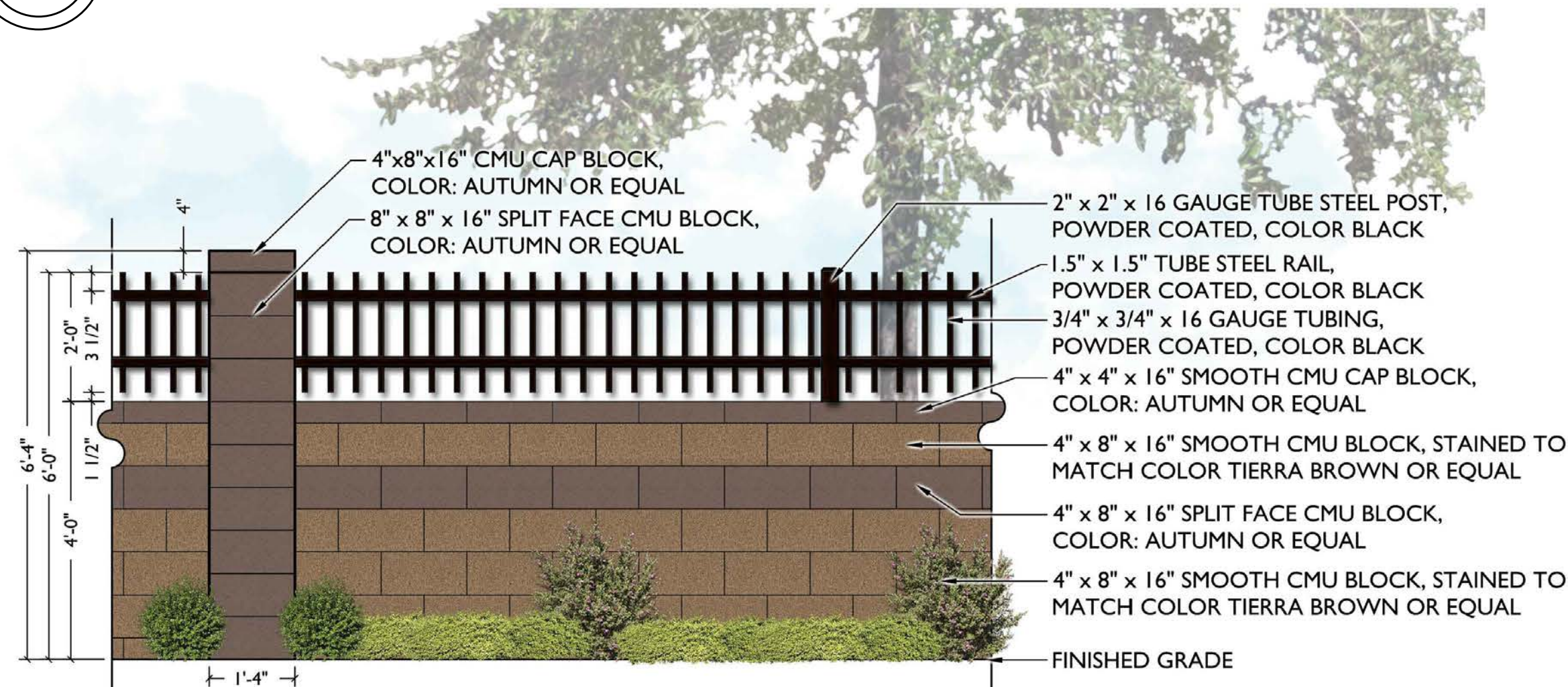
SPLIT FACE CMU BLOCK
Color: Autumn by Superlite Block or Equal



CMU BLOCK
Color: Tierra Brown by Superlite Block or Equal

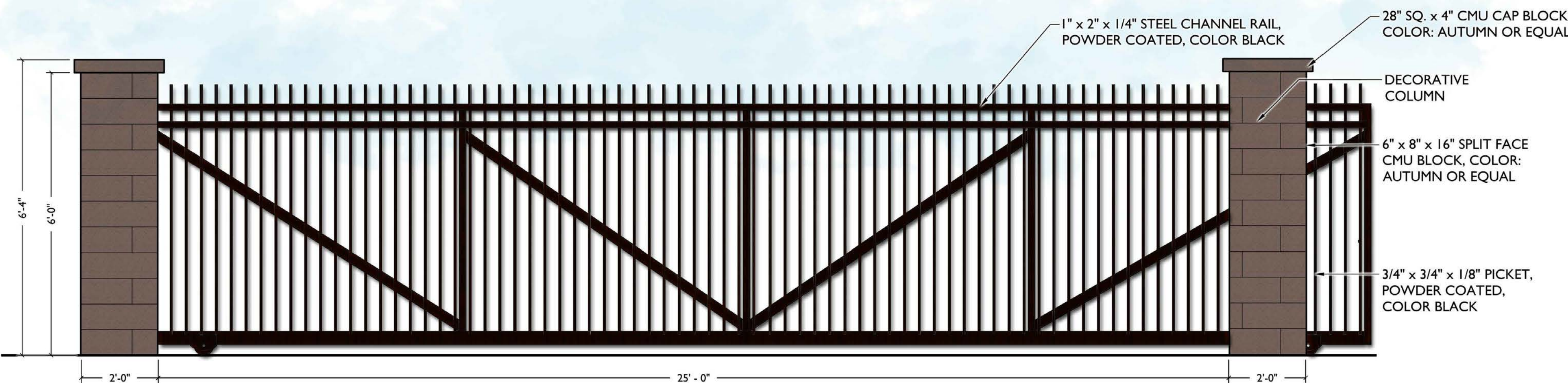
1 PRIMARY THEME WALL WITH 'COLUMN A'
Scale: 1/2" = 1'-0"

2 SECONDARY THEME WALL WITH 'COLUMN B'
Scale: 1/2" = 1'-0"

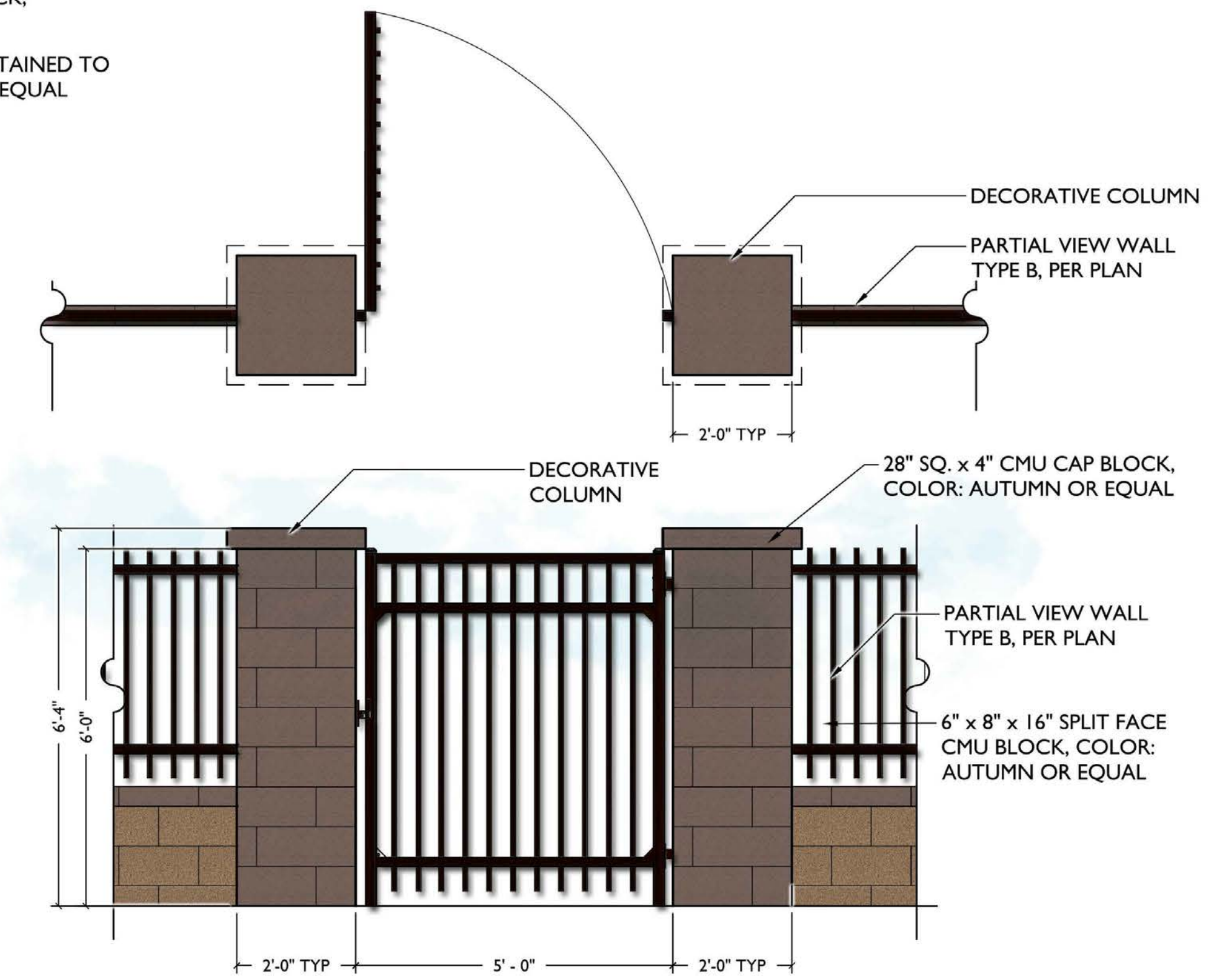


3 PARTIAL VIEW WALL TYPE A WITH 'COLUMN A'
Scale: 1/2" = 1'-0"

4 PARTIAL VIEW WALL TYPE B WITH 'COLUMN A'
Scale: 1/2" = 1'-0"



5 VEHICULAR ENTRY GATE
Scale: 1/2" = 1'-0"



6 PEDESTRIAN ENTRY GATE
Scale: 1/2" = 1'-0"

Deborah,

Thank you for providing the Electronic Submittal for Southgate at Canyon Ridge.

Maricopa Water District (MWD) has reviewed this submittal and determined this lies outside the current boundaries of MWD.

Thanks again,

Debbie Trasancos

Property & Contracts Specialist

Maricopa Water District

14825 W. Grand Ave.

Surprise, AZ 85374

623/546-8266

fax 623/584-2536

debbiet@mwdaz.com



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

29 May 2015

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

Ms. Deborah Perry
City of Surprise Planning Department
12425 West Bell Road
Surprise AZ 85374

Re: Case FS15-205, Southgate at Canyon Ridge Single-Family Development

Dear Ms. Perry

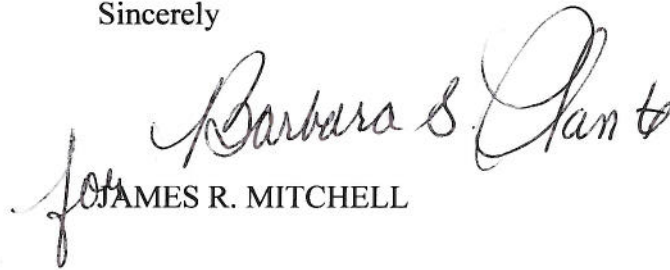
Thank you for the opportunity to provide comments on the Zoning Amendment and Preliminary Plat Application for Southgate at Canyon Ridge Parcel 1, Lot 2 Single-Family Development. The Property is located on 18.36 gross acres north of the northeast corner of 115th Avenue and Bell Road. The request is to amend the existing PAD to allow for the development of Parcel 1 Lot 2, which is part of the larger 240 acre Canyon Ridge West PAD, as low density single family residential. The plan is to develop the vacant land into 49 lots with a density of 2.7 du/ac. Note this request changes the overall max build out for Canyon Ridge West from 1,096 homes to 945 homes and the overall density of the subdivision from 4.57 to 3.94. The Property is approximately 2 miles outside the 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

As described, this request will not negatively impact the flying operations at Luke AFB. Since Parcel 2 will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform potential tenants about Luke AFB operations.

If there are any questions, please contact my Community Planner, Ms. Barbara Plante, at (623) 856-9981.

Sincerely


for JAMES R. MITCHELL

cc:

Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing