



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

Tuesday, March 1, 2016 @ 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 Internal [Rancho Gabriela 5th Graders/
Police Department - Rose the Therapy Dog](#)

None
Bob
Wingenroth
City
Manager

- 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 4 [Consideration and action declaring Council's intention to create a](#) None

- | | | |
|----|---|---|
| | <u>lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing facilities and energy for lighting the public streets for the Dysart Mini Storage #145 Street Lighting Improvement District; Resolution # 2016-23.</u> | Karl Zook,
Public
Works
Department |
| 2. | District 6 <u>Consideration and action pertaining to approval of the final plat entitled "Final Plat of W Ranch" a 10.47 acres property generally located north of Waddell Road and 2,100 feet east of Bullard Avenue.</u> | None
Hobart
Wingard -
Community
Development |
| 3. | District 1 <u>Consideration and action pertaining to approval of the final plat entitled "Amended Plat of 'a Resubdivision of a Portion of Martin Acres' "a 2.36 acre property generally located at the northwest corner of Norwich Drive and Grand Avenue frontage Road.</u> | None
Hobart
Wingard -
Community
Development |
| 4. | District Citywide <u>Consideration and action pertaining to acceptance of a Victim of Crime Act grant and a Fiscal Year 2016 budget amendment reallocating appropriations of \$47,000.00 to account for increased grant funding; Resolution # 2016-26.</u> | None
Terry
Young,
Chief of
Police |
| 5. | District Citywide <u>Consideration and action on the minutes of February 16, 2016 Regular City Council Work Session and Regular City Council Meeting and the February 18, 2016 Special City Council Meeting Minutes.</u> | None
Sherry Ann
Aguilar,
City Clerk |
| 6. | District Internal <u>Consideration and action pertaining to an Intergovernmental Agreement with the City of El Mirage for Emergency Water Service.</u> | None
Terry Lowe,
Water
Services
Management |
| 7. | District Citywide <u>Consideration and action pertaining to acceptance of a Victims of Crime Act (VOCA) victims assistance grant and amendment of the fiscal year 2016 budget by reallocating appropriations of \$42,100 to account for an increase in grant award; Resolution # 2016-35.</u> | None
Tiffany
Copp |

Regular Agenda Item - Public Hearing:

- | | | |
|----|---|--|
| 8. | District Citywide <u>Consideration and action pertaining to a proposed Text Amendment to Chapter 113 of the Surprise Municipal Code regarding Political Signs; Ordinance # 2016-01.</u> | None
Robert
Kuhfuss,
Community
Development |
|----|---|--|

Regular Agenda Item - Non-Public Hearing:

- | | | |
|-----|---|---|
| 9. | District Citywide <u>Presentation and discussion pertaining to Bell and Grand Phasing including a project update.</u> | None
Karl Zook,
Public
Works
Department |
| 10. | District Citywide <u>Presentation and discussion to review operating programs.</u> | None
Lindsey |

Duncan,
Finance
Director

11. District Citywide [Discussion and action pertaining to in-house administration of public utilities billing.](#)

None
Lindsey
Duncan,
Finance
Director

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

12. District Internal [Discussion and action to enter executive session for discussion and consultation with the City Attorney in order to consider its position and provide instruction regarding American Water Operations and Maintenance Inc. contracts pursuant to A.R.S. 38-431.03A\(3\) and \(4\).](#)

None
Robert
Wingo, City
Attorney

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:

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

March 1, 2016 @ 6:00:00 PM

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Council Meeting Date: March 1, 2016
Submitting Department:
Staff Recommendations: None

Contact Person: Bob Wingenroth City Manager
District: Internal

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Rancho Gabriela 5th Graders/
Police Department - Rose the Therapy Dog

Motion:

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

March 1, 2016 @ 6:00:00 PM

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Council Meeting Date:	March 1, 2016	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	4
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action declaring Council's intention to create a lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing facilities and energy for lighting the public streets for the Dysart Mini Storage #145 Street Lighting Improvement District; Resolution # 2016-23.

Motion:

I move to approve Resolution # 2016-23.

Background:

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

The street light facilities exist, but are not currently operational. The electric rates are established by APS tariff.

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

Objective Analysis:

A SLID is a neighborhood and commercial partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will create a SLID boundary for the new Dysart Mini Storage, located on the northeast corner of Dysart and West Central Street.

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street

Light Improvement District (SLID) is formed. The city strives to assure that property owners are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

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

Budget Impact:

Funding was not included as part of the FY2016 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2016, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2017, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2016-23](#)
 - ☐ [SLID Petition](#)
 - ☐ [MAP](#)
-

RESOLUTION # 2016-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, DYSART MINI STORAGE #145 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, DYSART MINI STORAGE #145 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona Dysart Mini Storage #145 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law,

including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

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

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

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

APPROVED AND ADOPTED this __day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
A PORTION OF OTS COMMERCIAL SOUTH #097
STREET LIGHT IMPROVEMENT DISTRICT (SLID)

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, BEING A BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 2, BEING A BRASS CAP FLUSH, BEARS NORTH 00°09'43" WEST, A DISTANCE OF 2664.04 FEET;

THENCE NORTH 00°09'43" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1541.40 FEET;

THENCE NORTH 89°50'16" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF PARCEL A, SOUTHEY'S PLACE, RECORDED IN BOOK 619 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT OF BEGINNING;

THENCE NORTH 00°09'43" WEST, A DISTANCE OF 203.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A;

THENCE NORTH 89°50'17" EAST, A DISTANCE OF 222.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE SOUTH 00°09'43" EAST, A DISTANCE OF 203.50 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A;

THENCE SOUTH 89°50'16" WEST, A DISTANCE OF 222.00 FEET TO THE POINT OF BEGINNING.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

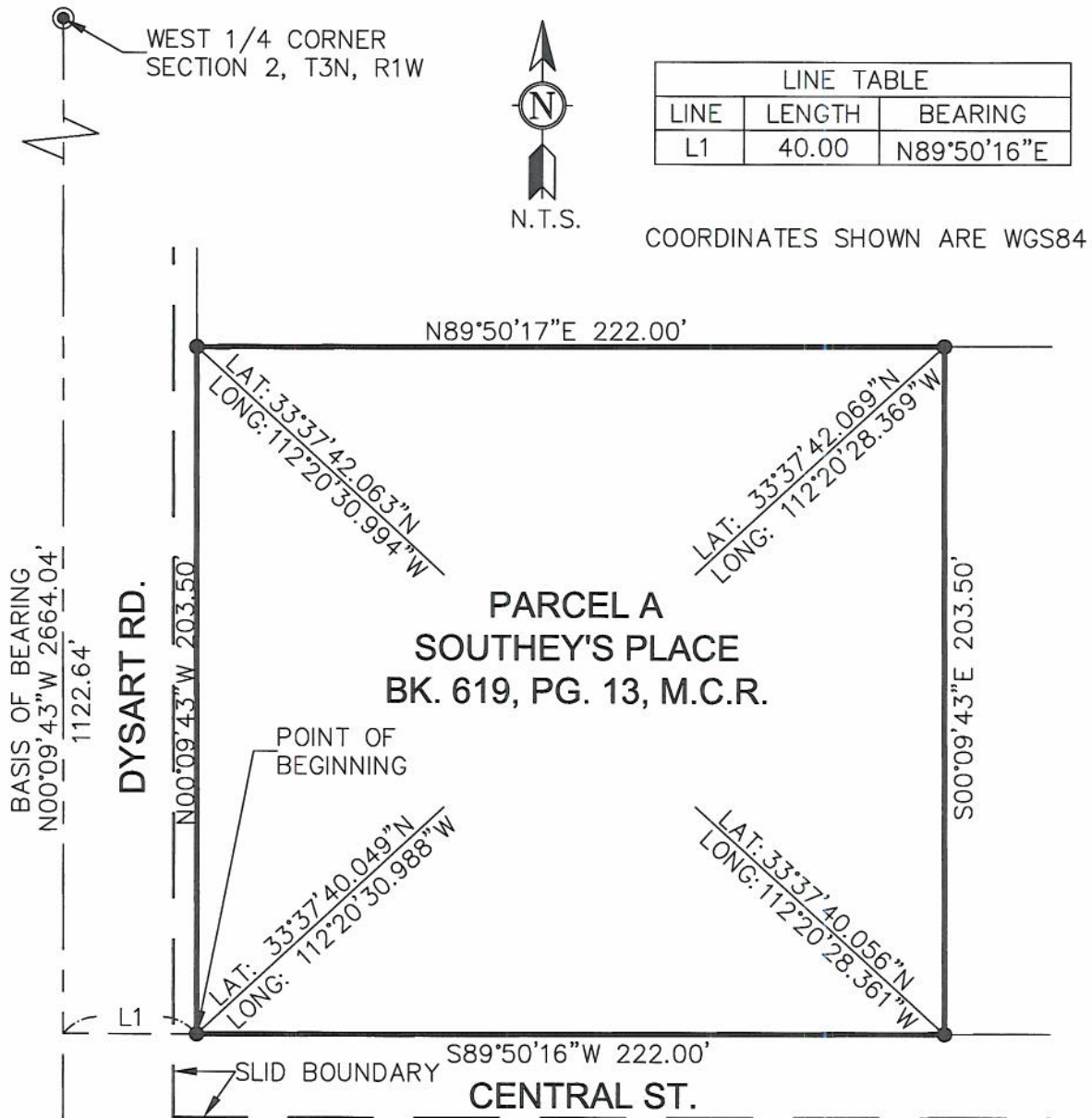


LSRS LAND SURVEYING
4639 E. RED RANGE WAY CAVE CREEK, AZ 85331
PH: 480-650-4006 EMAIL: INFO@LANDSURVEYREVIEW.COM

PROJECT: 14053
DATE: 5/27/15
SHEET 1 OF 1

RECEIVED
MAY 29 2015

EXHIBIT "B"
A PORTION OF OTS COMMERCIAL SOUTH #097
STREET LIGHT IMPROVEMENT DISTRICT (SLID)



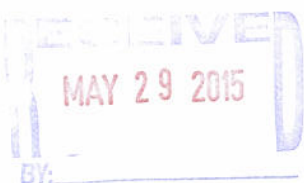
LEGEND

- BRASS CAP FLUSH
- ⊙ BRASS CAP IN HANDHOLE
- BK. BOOK
- PG. PAGE
- M.C.R. MARICOPA COUNTY RECORDER



LSRS LAND SURVEYING
 4639 E. RED RANGE WAY CAVE CREEK, AZ 85331
 PH: 480-650-4006 EMAIL: INFO@LANDSURVEYREVIEW.COM

PROJECT: 14053
 DATE: 5/27/15
 SHEET 1 OF 1



STREET LIGHT IMPROVEMENT DISTRICT PETITION

--

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

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

PETITIONERS: Please print and sign your name

[illegible]



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

AVAILABILITY

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

APPLICATION

This rate schedule is applicable to service for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities where such service for the entire area is contracted for from the Company by the city, town, other governmental agencies, or a responsible individual for unincorporated communities. Dusk is defined as the time between sunset and full night when a photocontrol senses the lack of sufficient sunlight and turns on the lights. Dawn is defined as the time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

RATES

The bill shall be computed at the following rates for each type of standard facility and/or service utilized to provide street lighting, plus any adjustments incorporated in this schedule:

I. FIXTURES (Includes Mounting Arm, if Applicable)

	Lumen	Watts	kWh	RATES	
				Investment by Company	Investment by Others
A. Acorn	9,500 HPS	100	41	\$ 27.06	\$9.22
	16,000 HPS	150	69	30.04	11.65
	6000 IND	85	29	17.87	4.77
B. Architectural	9,500 HPS	100	41	15.38	7.34
	16,000 HPS	150	69	17.96	9.82
	30,000 HPS	250	99	21.31	12.60
	50,000 HPS	400	153	26.29	18.13
	14,000 MH	175	72	21.51	11.79
	21,000 MH	250	101	24.42	14.54
	36,000 MH	400	159	30.54	20.00
	8,000 LPS	55	30	22.35	9.82
	13,500 LPS	90	50	26.36	11.84
	22,500 LPS	135	72	30.11	14.45
	33,000 LPS	180	90	36.22	17.02
	6,200 IND	85	29	9.40	3.65
	8,400 IND	100	34	9.93	4.05
	10,200 IND	120	41	10.91	4.63
	13,000 IND	150	52	12.05	5.50
	20,500 IND	200	69	13.72	6.84
	22,500 IND	265	91	16.37	8.62
	5,800 LED	94	32	16.53	4.79
	7,400 LED	127	44	18.96	5.89
	12,300 LED	203	70	23.66	8.22



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

I. FIXTURES (Includes Mounting Arm, if Applicable) (cont):

				RATES		
		Lumen	Watts	kWh	Investment by Company	Investment by Others
C. Cobra/Roadway		5,800 HPS	70	29	\$8.73	\$5.16
		9,500 HPS	100	41	10.28	6.32
		16,000 HPS	150	69	12.87	8.82
		30,000 HPS	250	99	15.52	11.46
		50,000 HPS	400	153	21.06	16.37
		14,000 MH	175	72	14.97	10.20
		21,000 MH	250	101	17.49	12.69
		36,000 MH	400	159	23.03	17.63
		8,000 FL	100	38	17.20	5.04
		6,200 IND	75	26	9.78	3.50
		6,400 IND	85	29	8.33	3.51
		8,000 IND	88	30	9.72	3.75
		8,400 IND	100	34	9.01	3.93
		10,200 IND	120	41	9.69	4.47
		13,000 IND	150	52	10.67	5.32
		15,250 IND	200	69	12.87	6.73
		22,500 IND	250	86	17.22	8.41
		6,000 LED	95	33	15.83	4.76
		8,700 LED	142	49	17.80	6.06
		9,600 LED	157	54	18.94	6.54
		11,600 B-LED	181	62	17.67	6.90
D. Decorative		9,500 HPS	100	41	37.09	11.11
		16,000 HPS	150	69	36.88	12.41
		30,000 HPS	250	99	42.46	16.02
E. Flood		30,000 HPS	250	99	20.61	12.81
		50,000 HPS	400	153	25.56	17.77
		21,000 MH	250	101	22.00	13.53
		36,000 MH	400	159	26.82	18.35
F. Post Top	Colonial Gray	8,000 FL	100	38	18.54	5.23
		9,500 HPS	100	41	10.60	6.65
	Colonial Black	9,500 HPS	100	41	12.21	6.88
	Decorative Transit	9,500 HPS	100	41	32.47	10.24
	Copper Square	6,000 IND	85	29	17.52	4.72
G. FROZEN		4,000 INC	295	103	\$9.78	\$5.47
		7,000 MV	175	73	12.67	7.27
		11,000 MV	250	96	15.87	9.68
		20,000 MV	400	150	24.92	14.12



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

NOTES:

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



RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

II. POLES

			RATES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$12.17	\$1.68
			22 ft.	13.70	1.88
			25 ft.	14.82	2.05
			30 ft.	17.03	2.34
			32 ft.	17.89	2.37
		2 Simplex Adapters	12 ft.	12.98	1.79
			22 ft.	14.91	2.06
			25 ft.	15.55	2.14
			30 ft.	18.07	2.49
			32 ft.	19.28	2.66
	Square Steel	5"	13 ft.	13.95	1.92
			15 ft.	12.47	1.72
			23 ft.	14.79	2.03
			25 ft.	16.26	2.23
			28 ft.	18.05	2.48
			32 ft.	17.95	2.47
	Concrete		12 ft.	41.58	5.73
Fiberglass		12 ft.	35.21	4.85	
Decorative Transit Pedestrian	4"	16 ft.	34.33	4.73	
Decorative Transit	6"	30 ft.	66.28	9.13	
Hinged Poles	Square	15 ft.	13.20	1.08	
	Round	19 ft.	11.93	.97	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	11.71	1.61
			22 ft.	13.24	1.82
			25 ft.	14.35	1.98
			30 ft.	16.58	2.29
			32 ft.	17.41	2.40
		2 Simplex Adapters	12 ft.	12.51	1.72
			22 ft.	13.97	1.92
			25 ft.	15.08	2.07
			30 ft.	17.61	2.42
			32 ft.	18.81	2.59
		3 Bolt Arm	32 ft.	21.62	2.97
		Square Steel	5"	13 ft.	13.50
	15 ft.			13.80	1.89
	23 ft.			14.32	1.98
	25 ft.			15.80	2.19
	28 ft.			17.56	2.42
	32 ft.			18.23	2.50



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

II POLES (cont)

		RATES		
		Height	Investment by Company	Investment by Others
C. Direct Bury	Round Steel	19 ft.	\$18.42	\$2.54
		30 ft.	14.38	2.66
		38 ft.	17.55	2.73
		Self Support	40 ft.	21.62
		Stepped	25 ft.	49.72
			32 ft.	52.36
			49 ft.	64.99
	Square Steel	4"	34 ft.	15.87
		5"	20 ft.	15.07
			30 ft.	15.71
			38 ft.	17.05
		8"	28 ft.	28.45
			32 ft.	29.74
	Decorative Transit	41 ft 6 in	20.47	3.01
	Decorative Transit	47 ft.	25.50	3.75
	Steel Distribution Pole (for lighting only)	35 ft.	23.54	3.10
D. Post Top	Decorative Transit Anchor Base	16 ft.	35.07	4.82
	Gray Steel/Fiberglass	23 ft.	12.16	2.00
	Black Steel	23 ft.	13.41	2.21
E. Existing distribution pole suitable for streetlight use			1.48	--
F. FROZEN	Wood Poles	30 ft.	\$8.95	\$1.55
		35 ft.	8.95	1.48

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

III. ANCHOR BASE

		RATES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$9.91	\$1.36
		6 ft.	11.82	2.05
B. Pedestal		8 ft.	13.54	2.36
	For 32' Round Steel Pole only	4 ft. 6"	9.39	1.63



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		RATES
		Company Owned
Underground Circuit Charges:		
a.	Per foot of cable, installed under paving	\$0.15716
b.	Per foot of cable, not installed under paving	0.05589

V. DETERMINATION OF RATES FOR NEW EQUIPMENT

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

Step 1 Determination of Charges for each Charge Type							Monthly Fixed Charge Rate
Charge Type	Monthly Charge	=	Cost Inputs	x	PV Factor	x	
1	Carrying Cost (fixtures)	=	Equipment Cost (installed)	x	NA	x	1.533%
2	Carrying Cost (poles)	=	Equipment Cost (installed)	x	NA	x	1.449%
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.132	x	1.533%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.082	x	1.449%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.381	x	1.533%
Charge Type	Monthly Charge	=	kWh Input	x	\$/kWh		
6	Generation	=	kWh per month	x	0.04023		
7	T&D, RCS, SB	=	kWh per month	x	0.03516		

Step 2 Determination of Total Monthly Charge	
The total monthly charge shall be the summation of the charges for each applicable charge type	
<u>Equipment</u>	<u>Charge Type</u>
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4



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

TRIP CHARGE

When Company is not the responsible party contracted for the regular maintenance of a street lighting system owned by a city, town or other governmental entity, a \$100.00 trip charge per light will be charged when Customer requests a disconnect and/or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street light equipment. The trip charge will also apply when Customer request disconnect or reconnect for non-maintenance purposes.

ADJUSTMENTS

1. The bill is subject to the Renewable Energy Standard as set forth in the Company's Adjustment Schedule REAC-1 pursuant to Arizona Corporation Commission Decision No. 70313.
2. The bill is subject to the Power Supply Adjustment factor as set forth in the Company's Adjustment Schedule PSA-1 pursuant to Arizona Corporation Commission Decision No. 67744 Arizona Corporation Commission Decision No. 69663, and Arizona Corporation Commission No. 71448, and 73183.
3. The bill is subject to the Transmission Cost Adjustment factor as set forth in the Company's Adjustment Schedule TCA-1 pursuant to Arizona Corporation Commission Decision No. 67744.
4. The bill is subject to the Environmental Improvement Surcharge as set forth in the Company's Adjustment Schedule EIS pursuant to Arizona Corporation Commission Decision No. 69663 and Arizona Corporation Commission Decision No. 73183.
5. Direct Access customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge as set forth in the Company's Adjustment Schedule RCDAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.
6. The bill is subject to the Demand Side Management Adjustment Charge as set forth in the Company's Adjustment Schedule DSMAC-1 pursuant to Arizona Corporation Commission Decision No. 71448.
7. The bill is subject to the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of APS and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

SPECIAL PROVISIONS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.
2. The Company cannot guarantee that streetlighting facilities will always operate as intended. Therefore, the customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by customer; however, if the maintenance requires cable replacement or repairs, the Company shall use reasonable efforts to complete said repairs within twenty (20) working days.
3. The customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.



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

SPECIAL PROVISIONS (cont')

4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.

NON-STANDARD FACILITIES

Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

EXTENSION OF STREET LIGHTING SYSTEM

The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the customer. When the extension is underground the customer will provide earthwork as specified in of the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services and the Company's Schedule 10, Terms and Conditions for Direct Access. These schedules have provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer contract or service agreement.

DYSART MINI STORAGE #145

SLID





CITY OF SURPRISE
Regular City Council Meeting

March 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	March 1, 2016	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	6
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the final plat entitled "Final Plat of W Ranch" a 10.47 acres property generally located north of Waddell Road and 2,100 feet east of Bullard Avenue.

Motion:

I move to approve the final plat entitled "Final Plat of W Ranch"

Background:

Bowman Consulting Group, LTD on behalf of Empire Residential Communities Fund II, LLC, seeks approval of a gated 24-lot, 6-tract Final Plat located north of Waddell Road, approximately 2,100 feet east of Bullard Avenue on currently vacant land zoned Low Density Residential.

Objective Analysis:

The proposed gated subdivision is well designed and meets the requirements of the City of Surprise Municipal Code. The amenities included will provide small-scale recreational opportunities for the residents of the community. The Preliminary Plat was approved by City Council on May 17, 2015.

Policy Compliant:

The proposed Final Plat is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS15-172 - W Ranch - FP - Staff Report](#)
 - ☐ [01 - FS15-172 - W Ranch - FP - Vicinity Map](#)
 - ☐ [02 - FS15-172 - W Ranch - FP - Final Plat](#)
 - ☐ [03 - FS15-172 - W Ranch - FP - Landscape Plans](#)
 - ☐ [04 - FS15-172 - W Ranch - FP - Luke AFB comments](#)
 - ☐ [05 - FS15-172 - W Ranch - FP - Presentation](#)
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS15-172

Project Name: W Ranch

Council District: 6 – Palo Verde

Meeting Date: March 1, 2016

Planner: Hobart Wingard

Owner: Empire Residential Communities Fund II, LLC

Applicant: Bowman Consulting Group, LTD

Request: 24-lot Final Plat

Site Location: The north side of Waddell Road, approximately 2,100 feet east of Bullard Avenue.

Site Size: 10.47 acres (approx.)

Density: 2.29 DU/Ac

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

Support/Opposition: None known

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the City of Surprise Municipal Code.
- The proposed Final Plat is consistent with the related Preliminary Plat.
- The reviewing agencies have indicated no objections to the request.

45 **PROJECT DESCRIPTION:**

46
47 Bowman Consulting Group, LTD on behalf of Empire Residential Communities Fund II, LLC, seeks
48 approval of a gated 24-lot, 6-tract Final Plat located north of Waddell Road, approximately 2,100
49 feet east of Bullard Avenue on currently vacant land. The subject property is bounded by Marley
50 Park to the south, Royal Ranch to the west and north, and Dales Town and Country, and the Great
51 Western Rose Company to the east. The Final Plat will be gated and provide access off of Waddell
52 Road. A traffic circle will function as a return lane when unauthorized vehicles are not able to access
53 the neighborhood. Fire Safety was able to negotiate with the Royal Ranch neighborhood to the
54 west to provide an emergency vehicle accessory access point. The individual lots are approximately
55 70 feet wide and 125 feet deep. The proposed Final Plat includes all infrastructure improvements,
56 including streets, open space, and the drainage improvements.

57
58 **SUMMARY:**

59
60 The proposed gated subdivision is well designed and meets the requirements of the City of Surprise
61 Municipal Code. The amenities included will provide small-scale recreational opportunities for the
62 residents of the community. Once developed, the project will occupy a currently vacant lot and
63 provide residential infill. The subject Final Plat is consistent with the related Preliminary Plat.

64
65 **FINDINGS:**

- 66
67
 - The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - The proposed Final Plat is consistent with the City of Surprise Municipal Code.
 - The proposed Final Plat is consistent with the related Preliminary Plat.
 - The reviewing agencies have indicated no objections to the request.

70
71
72 **Attachments:**

- 73
74 01 – Vicinity Map (1 page)
75 02 – Final Plat (2 pages)
76 03 – Landscape Plans (7 pages)
77 04 – Luke AFB comments (2 pages)

W RANCH VICINITY MAP



W RANCH VICINITY MAP



W RANCH VICINITY MAP



LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9,
TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ACCESS EASEMENT OVER, UPON AND ACROSS ALL WATER/SEWER MAIN LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS, AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER/SEWER MAIN LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

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

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

IN WITNESS WHEREOF, THE UNDERSIGNED, EMPIRE RESIDENTIAL COMMUNITIES FUND II, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED SIGNER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2016.

BY: _____ DATE: _____

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

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

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

PARCEL NO. 2:

EXCEPT THE SOUTH 55 FEET.

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT	SQ. FT.	ACRES	LOT	SQ. FT.	ACRES	LOT	SQ. FT.	ACRES
1	8,575	0.1969	9	8,547	0.1962	17	8,575	0.1969
2	8,575	0.1969	10	8,575	0.1969	18	8,575	0.1969
3	8,575	0.1969	11	8,575	0.1969	19	8,575	0.1969
4	8,575	0.1969	12	8,575	0.1969	20	8,547	0.1962
5	8,575	0.1968	13	8,575	0.1969	21	10,959	0.2516
6	8,575	0.1968	14	8,547	0.1962	22	9,554	0.2193
7	8,575	0.1969	15	8,547	0.1962	23	9,647	0.2215
8	8,575	0.1969	16	8,575	0.1969	24	9,652	0.2216

TOTAL LOT AREA 211,199 SQ. FT. 4.8485 ACRES

TRACT AREA TABLE			
TRACT	SQ. FT.	ACRES	DESCRIPTION
TRACT A	13,010	0.2987	LANDSCAPING, OPEN SPACE & PUE
TRACT B	74,708	1.7151	LANDSCAPING, OPEN SPACE, PUE & RETENTION
TRACT C	8,448	0.1939	LANDSCAPING & OPEN SPACE
TRACT D	2,719	0.0624	LANDSCAPING & OPEN SPACE
TRACT E	2,719	0.0624	LANDSCAPING & OPEN SPACE
TRACT F	139,647	3.2059	STREET (PRIVATE ACCESSWAY), PUBLIC WATER AND SEWER, PRIVATE DRAINAGE, REFUSE COLLECTION, EMERGENCY AND SERVICE ACCESS

TOTAL TRACT AREA 241,251 SQ. FT. 5.5384 ACRES



 12/21/15

KENT M. GROH
REGISTERED LAND SURVEYOR NO. 44808
BOWMAN CONSULTING
1295 W. WASHINGTON STREET, SUITE 108
TEMPE, ARIZONA 85281

FINAL PLAT OF
W RANCH

LEGEND

- BRASS CAP AS NOTED
SURVEY MONUMENT TO BE SET PER
MAG STD. DETAIL 120, TYPE 'B'
NOTHING FOUND - SUBDIVISION CORNER
TO BE SET AT COMPLETION OF MASS GRADING
PER MAG STD. DETAIL 120, TYPE 'B'
MARICOPA COUNTY RECORDER
PUBLIC UTILITY EASEMENT
RIGHT-OF-WAY
VISIBILITY EASEMENT
VEHICLE NO-ACCESS EASEMENT
EASEMENT LINE (AS NOTED)
VEHICLE NO-ACCESS EASEMENT
SECTION LINE
STREET MONUMENT LINE
RIGHT-OF-WAY
PROPERTY LINE
SUBDIVISION BOUNDARY

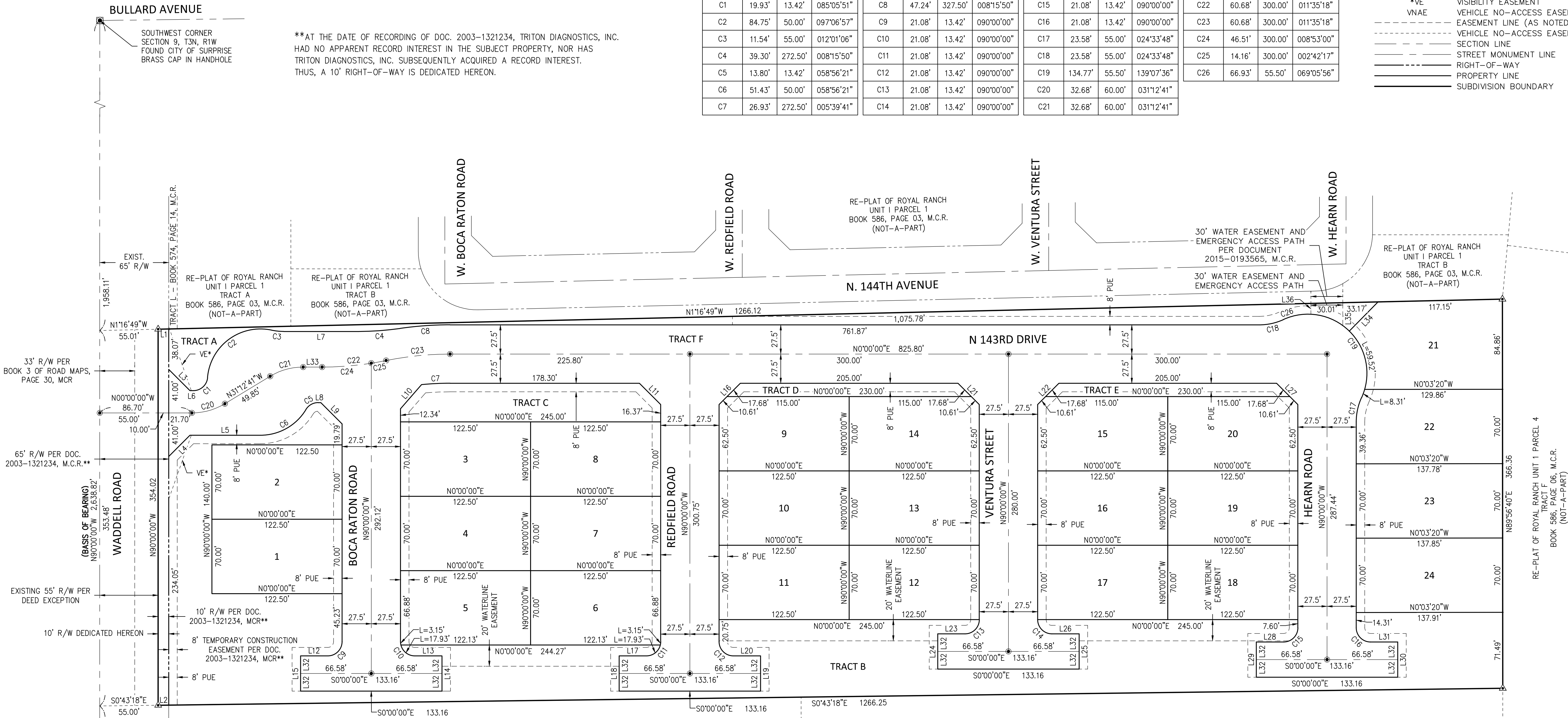
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	19.93'	13.42'	085°05'51"
C2	84.75'	50.00'	097°06'57"
C3	11.54'	55.00'	012°01'06"
C4	39.30'	272.50'	008°15'50"
C5	13.80'	13.42'	058°56'21"
C6	51.43'	50.00'	058°56'21"
C7	26.93'	272.50'	005°39'41"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C8	47.24'	327.50'	008°15'50"
C9	21.08'	13.42'	090°00'00"
C10	21.08'	13.42'	090°00'00"
C11	21.08'	13.42'	090°00'00"
C12	21.08'	13.42'	090°00'00"
C13	21.08'	13.42'	090°00'00"
C14	21.08'	13.42'	090°00'00"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C15	21.08'	13.42'	090°00'00"
C16	21.08'	13.42'	090°00'00"
C17	23.58'	55.00'	024°33'48"
C18	23.58'	55.00'	024°33'48"
C19	134.77'	55.50'	139°07'36"
C20	32.68'	60.00'	031°12'41"
C21	32.68'	60.00'	031°12'41"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C22	60.68'	300.00'	011°35'18"
C23	60.68'	300.00'	011°35'18"
C24	46.51'	300.00'	008°53'00"
C25	14.16'	300.00'	002°42'17"
C26	66.93'	55.50'	069°05'56"

**AT THE DATE OF RECORDING OF DOC. 2003-1321234, TRITON DIAGNOSTICS, INC. HAD NO APPARENT RECORD INTEREST IN THE SUBJECT PROPERTY, NOR HAS TRITON DIAGNOSTICS, INC. SUBSEQUENTLY ACQUIRED A RECORD INTEREST. THUS, A 10' RIGHT-OF-WAY IS DEDICATED HEREON.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	10.00'	N01°16'49"W
L2	10.00'	S00°43'18"E
L3	28.28'	N45°00'00"E
L4	28.28'	S45°00'00"E
L5	66.32'	S00°00'00"E
L6	3.13'	N00°00'00"E

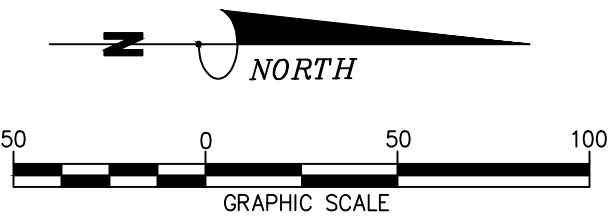
LINE TABLE		
LINE #	LENGTH	DIRECTION
L7	70.44'	S00°00'00"E
L8	2.52'	N00°00'00"E
L9	28.28'	S45°00'00"W
L10	30.13'	S48°52'56"E
L11	28.28'	S45°00'00"W
L12	25.66'	N00°00'00"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L13	25.66'	N00°00'00"E
L14	33.16'	N90°00'00"E
L15	33.16'	N90°00'00"W
L16	28.28'	N45°00'00"W
L17	25.66'	N00°00'00"E
L18	33.16'	N90°00'00"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L19	33.16'	N90°00'00"E
L20	25.66'	N00°00'00"E
L21	28.28'	N45°00'00"E
L22	28.28'	N45°00'00"W
L23	25.66'	N00°00'00"W
L24	33.16'	N90°00'00"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L25	33.16'	N90°00'00"E
L26	25.66'	N00°00'00"E
L27	28.28'	N45°00'00"E
L28	25.66'	N00°00'00"E
L29	33.16'	N90°00'00"W
L30	33.16'	N90°00'00"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L31	25.66'	N00°00'00"E
L32	16.58'	N90°00'00"W
L33	17.83'	N00°00'00"E
L34	38.61'	S45°27'52"E
L35	21.60'	N90°00'00"W
L36	10.25'	N90°00'00"W



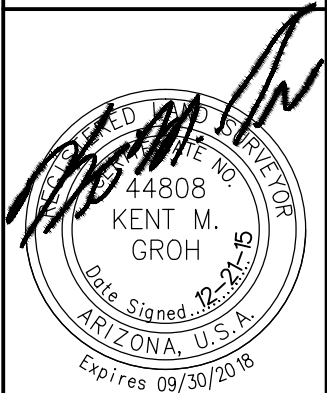
FINAL PLAT OF
W RANCH
SURPRISE, ARIZONA

REVISION	
DATE	

DATE: 12-21-15
PROJ NO: 050013-01
TASK NUM: 001
DRAWN BY: AG
CHECKED: DT
QUALITY: KG
CLIENT NO:
SCALE
1" = 50'
2 OF 2

Bowman Consulting Group, Ltd.

Bowman
CONSULTING
Bowman Consulting Group, Ltd.
1295 W Washington Street, #108
Tempe, AZ 85281
Phone: (480) 829-8830
Fax: (480) 829-8841
www.bowmanconsulting.com



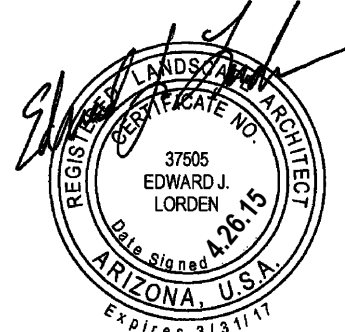
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'W RANCH'

LANDSCAPE PLANS

PINNACLE
DESIGN, INC

1048 N. 44th Street
Suite 200 ▲ Phoenix, AZ 85008
Ofc: (602)952-8585 ▲ Fax: 952-8686



Surprise, AZ.

COVER SHEET
"W RANCH"
143rd Avenue and Waddell Road

Drawn By: NR

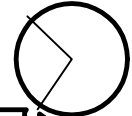
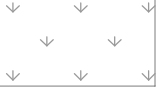
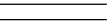
Job No: 14021

Date: 4.26.15

△ CITY COMMENTS 7.29.15

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(OUTSIDE MARICOPA COUNTY)

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	COMMENTS
TREES					
	ACACIA STENOPHYLLIA	SHOESTRING ACACIA	15 GAL.	9	7" H., 2" W., 1" CAL. STAKE IN PLACE
	DALBERGIA SISSOO	SISSOO TREE	24" BOX	52	9' H., 4' W., 1.5" CAL. STAKE IN PLACE
	PROSOPIS CHILENSIS 'THORNLESS'	THORNLESS MESQUITE	15 GAL.	18	5' H., 3" W., 0.75" CAL. STAKE IN PLACE
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	24" BOX	129	9' H., 4' W., 1.5" CAL. STAKE IN PLACE
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	36" BOX	11	12' H., 7" W., 2.5" CAL. STAKE IN PLACE
SHRUBS					
	BOUGAINVILLEA SP.	BARBARA KARST BOUGAINVILLEA	5 GAL.	47	PLANT AT 5' O.C.
	EREMOPHILA MACULATA	'VALENTINE' BUSH	5 GAL.	57	PLANT AT 4' O.C.
	LEUCOPHYLLUM LAEVIGATUM	CHIHUAHUAN SAGE	5 GAL.	165	PLANT AT 5' O.C.
	NERIUM OLEANDER	'PETITE PINK' OLEANDER	5 GAL.	190	PLANT AT 5' O.C.
	RUELLIA BRITTONIANA	BARIO RUELLIA	5 GAL.	179	PLANT AT 4' O.C.
	TECOMA STANS 'GOLD STAR'	YELLOW BELLS	5 GAL.	14	PLANT AT 7' O.C.
ACCENTS					
	AGAVE DESMETTIANA	AGAVE	5 GAL.	33	PLANT AT 4' O.C.
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL.	71	PLANT AT 4' O.C.
	MUHLENBERGIA CAPILLARIS	REGAL MIST	5 GAL.	289	PLANT AT 4' O.C.
GROUND COVER					
	EUPHORBIA BIGLANDULOSA	GOPHER PLANT	1 GAL.	155	PLANT AT 2' O.C.
	LANTANA 'DALLAS RED'	RED LANTANA	1 GAL.	85	PLANT AT 3' O.C.
	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	1 GAL.	164	PLANT AT 3' O.C.
	SPHAGNETICOLA TRILOBATA	YELLOW DOT	1 GAL.	68	PLANT AT 4' O.C.
	TURF	HYDROSEED BERMUDA		34,850 SF.	
INERT GROUND COVER					
	DECOMPOSED GRANITE	"EXPRESS BROWN"	1/2" SCREENED	73,385 S.F. 611 TONS	2" MIN. DEPTH IN ALL PLANTERS
	DECOMPOSED GRANITE	"EXPRESS BROWN"	1/4" MINUS STABILIZED	1,575 S.F. 13 TONS	2" DEPTH (STABILIZED) TRAILS
	CONCRETE HEADER	PLAIN CONCRETE	4" W X 6" HT.	1,555 LF	

TRACT AREA TABLE

TRACT	DESCRIPTION	AREA
A	LANDSCAPING, OPEN SPACE	0.29 ac.
B	LANDSCAPING, OPEN SPACE, P.U.E., RETENTION	1.71 ac.
C	LANDSCAPING, OPEN SPACE, P.U.E.	0.19 ac.
D	LANDSCAPING, OPEN SPACE, P.U.E.	0.06 ac.
E	LANDSCAPING, OPEN SPACE, P.U.E.	0.06 ac.
F	STREET (PRIVATE ACCESSWAY), PUBLIC WATER AND SEWER, DRAINAGE , REFUSE COLLECTION, EMERGENCY AND SERVICE ACCESS	3.20 ac.

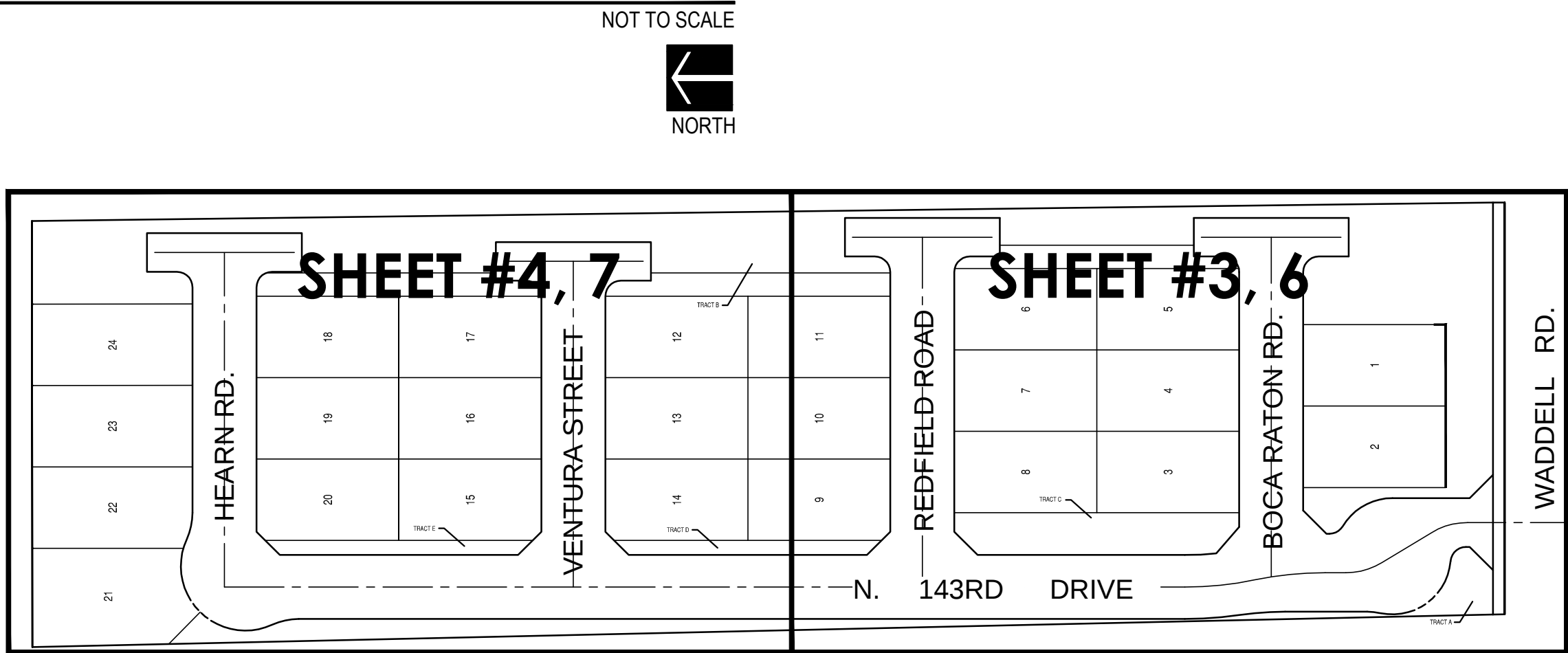
PROJECT CONSULTANTS

DISCIPLINE	CONTACT INFORMATION
DEVELOPER:	EMPIRE RESIDENTIAL COMMUNITIES FUND II, LLC 6617 N. SCOTTSDALE ROAD SCOTTSDALE, AZ. 85250 PHONE: 480.951.2207 CONTACT: RICH ZACHER
CIVIL ENGINEER:	BOWMAN CONSULTING GROUP, LTD. 14100 NORTH 83RD AVENUE, SUITE 250, PEORIA, AZ. 85381 3010 SOUTH PRIEST DRIVE SUITE 103, TEMPE, AZ. 85282 PHONE: 623.299.8981 CONTACT: SHELBY DUPLESSIS (602.679.4438)
LANDSCAPE ARCHITECT:	PINNACLE DESIGN, INC. 1048 NORTH 44TH STREET, STE. 200 PHOENIX, AZ 85008 CONTACT: ED LORDEN PHONE: 602.952.8585

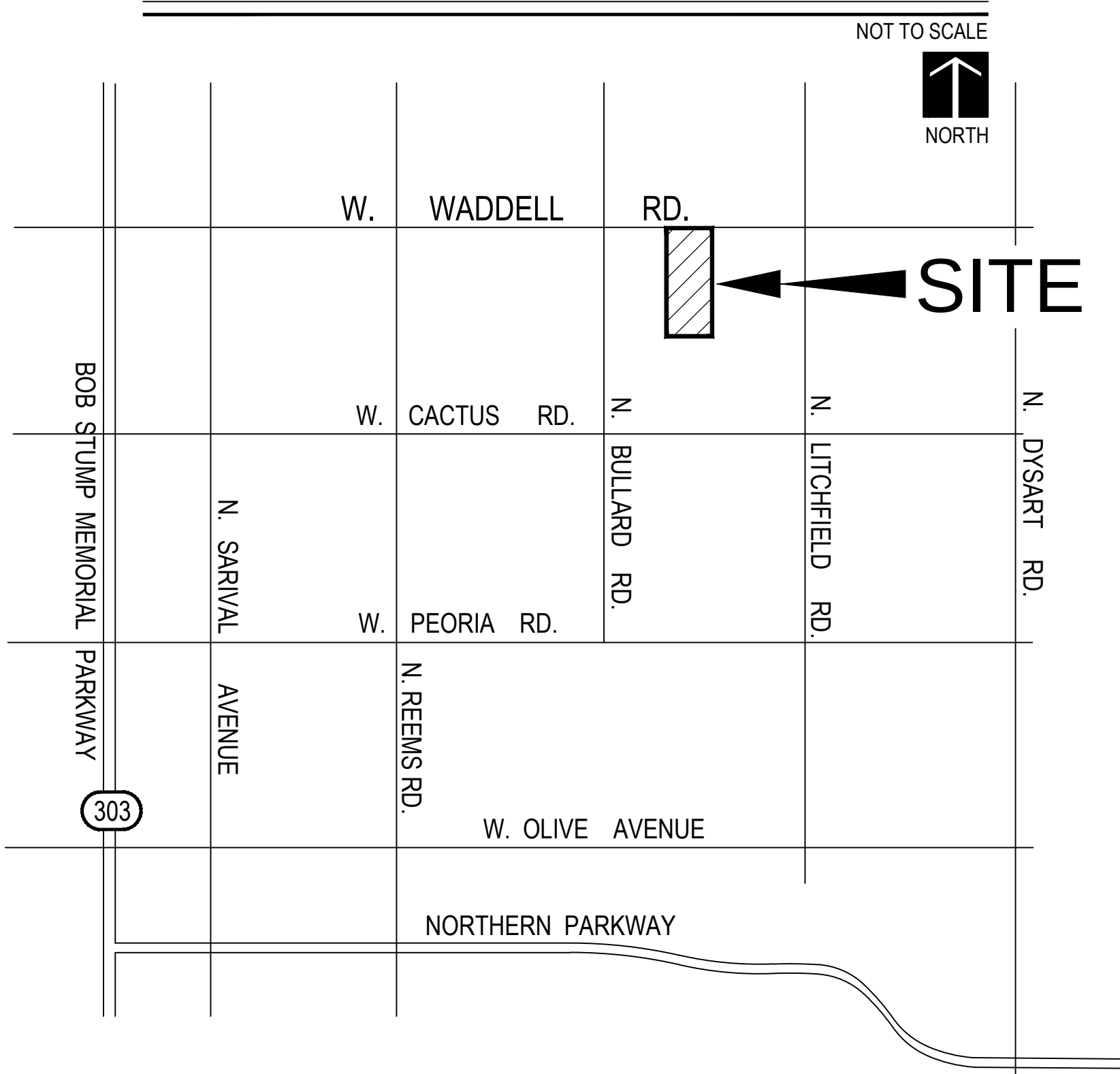
SHEET INDEX

SHEET	TITLE
L-1	COVER SHEET
L-2	GENERAL NOTES
L-3	PLANTING PLAN
L-4	PLANTING PLAN
L-5	IRRIGATION NOTES
L-6	IRRIGATION PLAN
L-7	IRRIGATION PLAN
L-8	WALL LAYOUT PLAN & NOTES
L-9	WALL DETAILS AND ELEVATIONS
L-10	ENTRY MONUMENT & GATE PLAN
L-11	PLANTING DETAILS
L-12	IRRIGATION DETAILS
L-13	IRRIGATION DETAILS
L-14	CONCRETE SPECIFICATIONS
L-15	IRRIGATION SPECIFICATIONS
L-16	IRRIGATION SPECIFICATIONS

SHEET INDEX MAP



VICINITY MAP

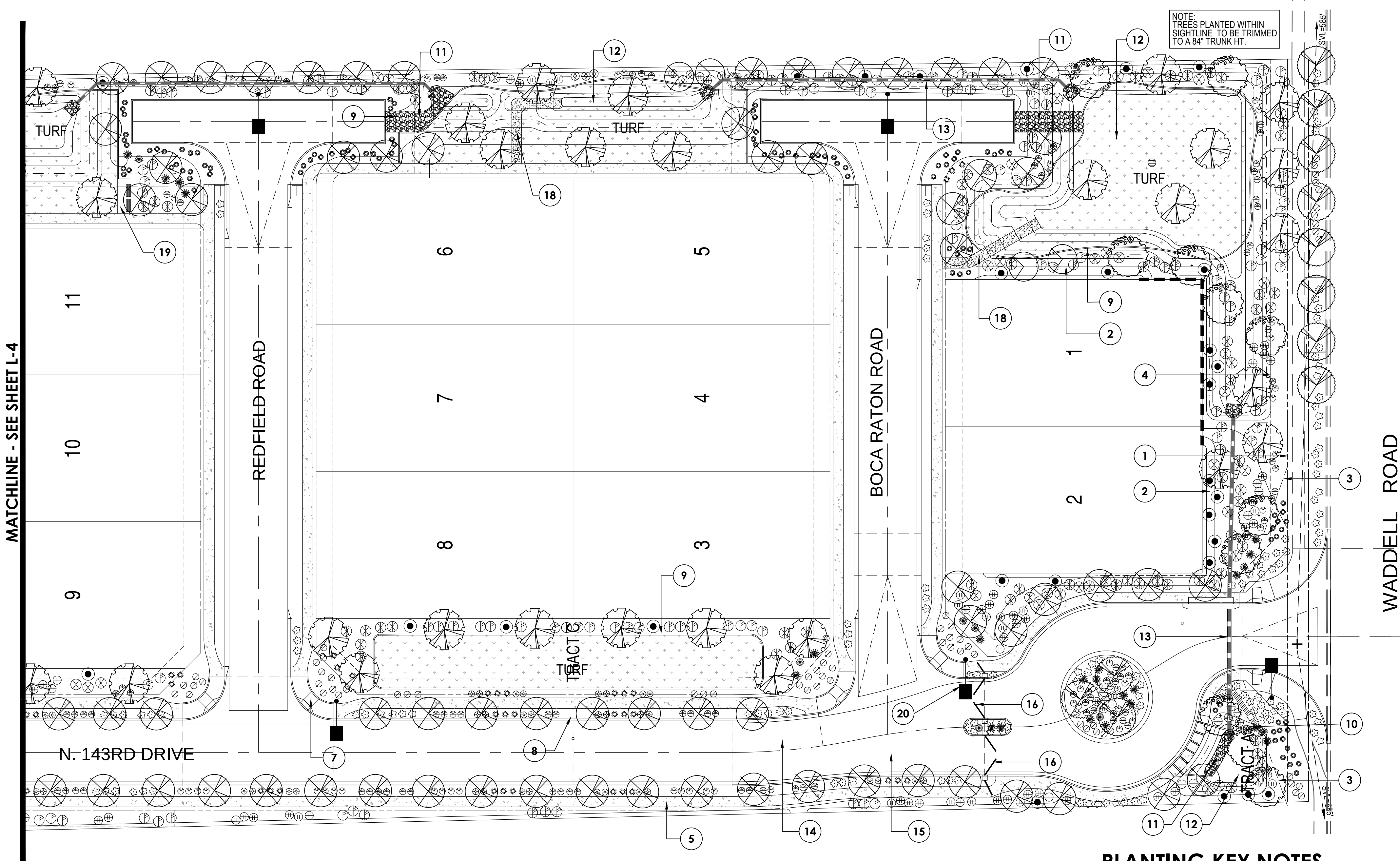


SITE DATA

ZONING:	R1-5 (PROPOSED)
GROSS SITE AREA:	455,989 S.F. (10.47 ac.)
NET SITE AREA:	452,449 S.F. (10.39 ac.)
PROPOSED # OF LOTS:	24

RIGHT-OF-WAY LANDSCAPING	2,968 S.F. (.6%)
ON-SITE LANDSCAPE AREA:	106,842 (23.6%)
TURF AREA:	34,850 (31.7% of TOTAL L.S.)
TOTAL LANDSCAPING:	109,810 S.F.

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PLANTING KEY NOTES

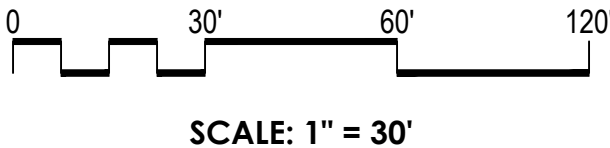
- PROPERTY LINE / RIGHT OF WAY LINE / LIMITS OF WORK
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- CURB. SEE CIVIL ENG. PLANS.
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- STORMWATER RETENTION. SEE CIVIL ENG. PLANS.
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- ENTRY/EXIT GATE
- EMERGENCY ACCESS CRASH GATE
- D.G. TRAIL
- AMENITY AREA WITH SEATING-SEE SHT. L-4 FOR BENCH INFORMATION
- STREET LIGHT. SEE ELECTRICAL PLANS

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
	ACACIA STENOPHYLLIA	SHOESTRING ACACIA	15 GAL.
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	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	24" BOX
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	36" BOX
SHRUBS			
	BOUGAINVILLEA SP.	BARBARA KARST BOUGAINVILLEA	5 GAL.
	EREMOPHILA MACULATA	'VALENTINE' BUSH	5 GAL.
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	LANTANA 'DALLAS RED'	RED LANTANA	1 GAL.
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	TURF	HYDROSEED BERMUDA	
INERT GROUNDCOVER			
	DECOMPOSED GRANITE	"EXPRESS BROWN"	1/2" SCREENED
	DECOMPOSED GRANITE	"EXPRESS BROWN"	1/4" MINUS STABILIZED
	CONCRETE HEADER	PLAIN CONCRETE	4" W X 6" HT

NOTES:

- CONTRACTOR TO VERIFY ALL QUANTITIES.
- CONTRACTOR TO PROVIDE DECOMPOSED GRANITE SAMPLES TO LANDSCAPE ARCHITECT FOR APPROVAL.
- MAINTAIN 3' TO 5' TREE AND SHRUB CLEARANCE FROM WALLS. UNLESS OTHERWISE APPROVED BY THE GEOTECHNICAL ENGINEER.
- MAINTAIN 1' TO 2' TREE AND SHRUB CLEARANCE FROM SIDEWALKS. UNLESS OTHERWISE APPROVED BY THE GEOTECHNICAL ENGINEER.
- ALL TREES LOCATED IN TURF AREAS SHALL HAVE A TREE GUARD.
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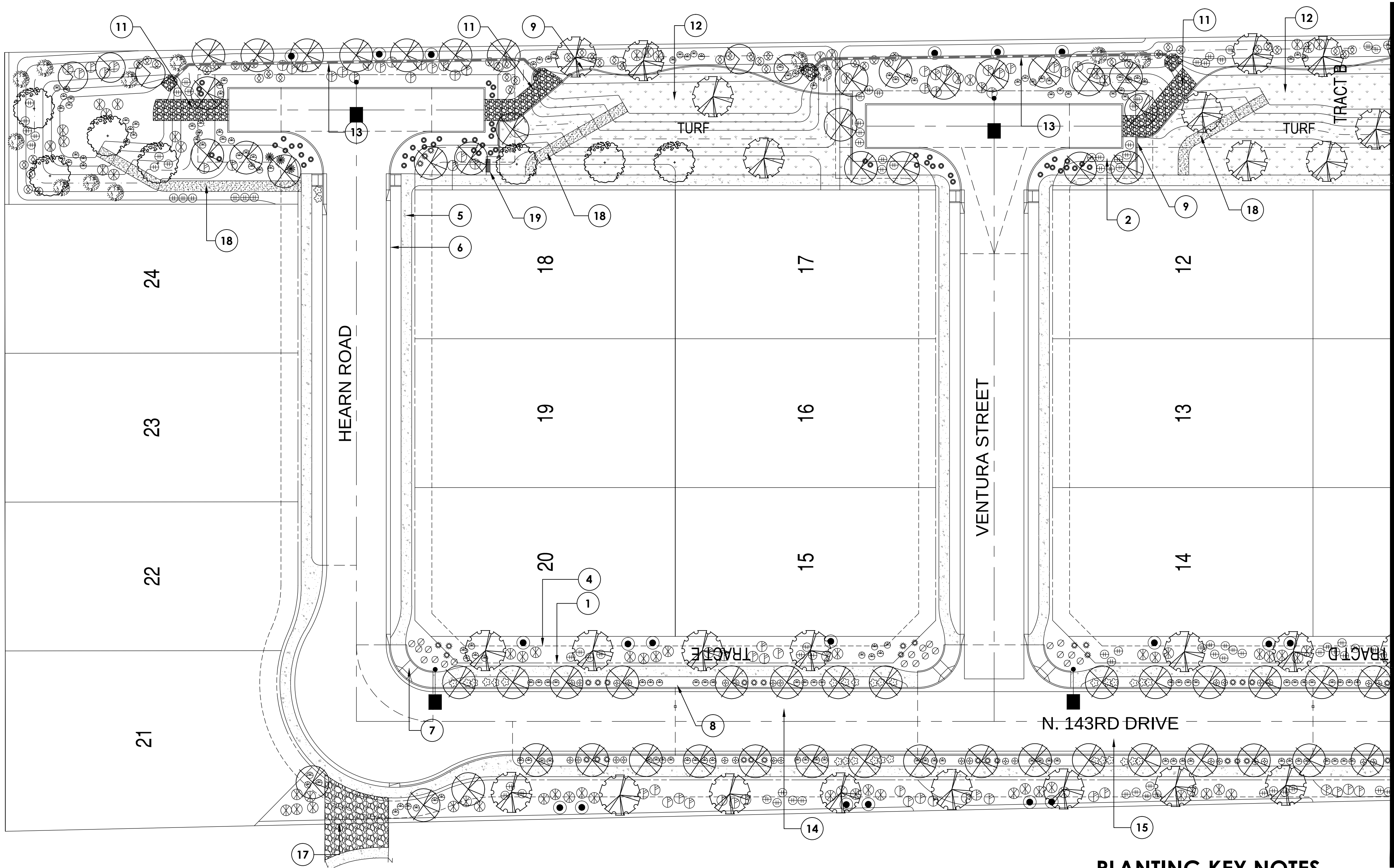
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PINNACLE DESIGN, INC
 1048 N. 44th Street
 Suite 200 ▲ Phoenix, AZ 85008
 Ofc: (602)952-8585 ▲ Fax: 952-8686

PLANTING PLAN
"W RANCH"
 143rd AVENUE and WADDELL ROAD

Drawn By: NR
Job No: 14021
Date: 4.26.15
 ▲ CITY COMMENTS 7.29.15

L-3 of 16



'WABASH' P-CA1111, 6' BENCH WITH BACK OR APPROVED EQUAL; COLOR: RED WITH BLACK FRAME. - 3 TOTAL.



CAMDEN COLLECTION 6' BENCH WITH BACK, WITH ARMS - INGROUND



In our Camden Collection 6' Inground bench, the curved bends in the benches' robust framework swoop around the back of the contoured seating. This options is an inground mount version. Completely coated in our AAMA2604 05 compliant powder coating. Choose between our SQUARE PERFORATION, ROUND PERFORATION, FAUX-WOOD, ROD or HORIZONTAL SLAT patterns (Faux-Wood and Horizontal Slat Pattern benches are 100% aluminum construction).

- NOTES:
- ALL EQUIPMENT TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
 - CONTRACTOR TO PROVIDE SHOP DRAWINGS OF EQUIPMENT AND INSTALLATION TO LANDSCAPE ARCHITECT FOR APPROVAL.
 - VERIFY FINAL COLORS OF EQUIPMENT WITH OWNER.

AVAILABLE FROM:
 DAVE BANG ASSOCIATES
 140 N. GILBERT RD.
 MESA, AZ 85203
 PHONE: 480.892.2266

6' BENCH

PLANTING KEY NOTES

- PROPERTY LINE / RIGHT OF WAY LINE / LIMITS OF WORK
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NORTH



SCALE: 1" = 30'

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(OUTSIDE MARICOPA COUNTY)

PLANTING PLAN

"W RANCH"

143rd AVENUE and WADDELL ROAD

Drawn By:	NR
Job No:	14021
Date:	4.26.15
△ CITY COMMENTS	7.29.15

**PINNACLE
DESIGN, INC**

1048 N. 44th Street
 Suite 200 ▲ Phoenix, AZ 85008
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Surprise, AZ.

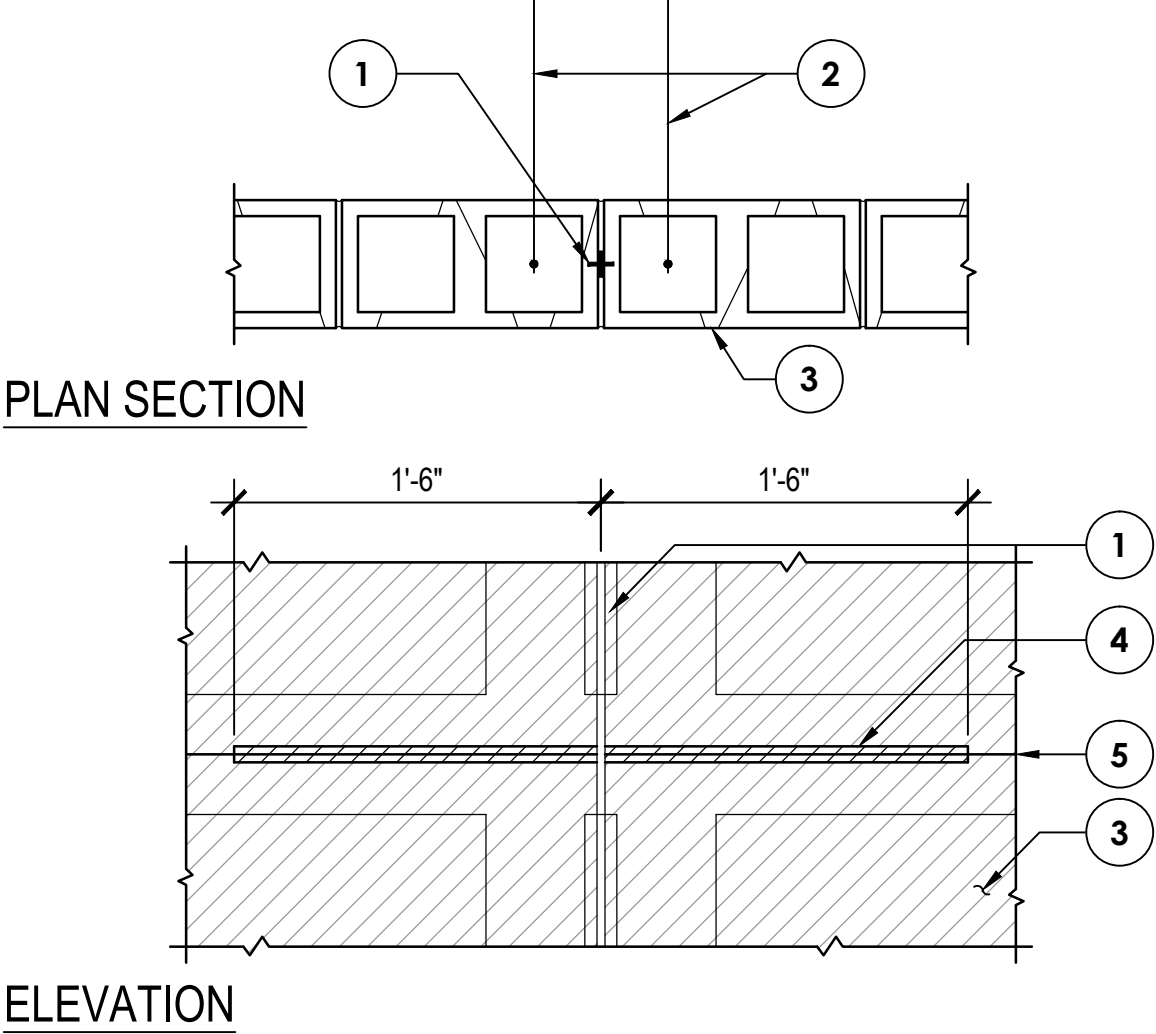
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WALL NOTES

- THESE NOTES ARE GENERAL AND MAY BE SUPERSEDED BY EITHER THE SPECIFICATIONS OR LOCAL TRADE PRACTICES. ALL WALLS, FENCES AND STRUCTURES SHALL CONFORM TO APPLICABLE JURISDICTIONAL REGULATIONS.
- ALL WALLS AND FENCES SHALL CONFORM TO APPLICABLE POOL FENCING ORDINANCES.
- THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION. REQUIRED SHOP DRAWINGS SHALL INCLUDE BUT NOT LIMITED TO WALL, COLUMNS, ENTRY GATES, POOL FENCE, AND WATER FEATURES. THE LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR ANY ITEMS REQUIRING SHOP DRAWING UNLESS THE LANDSCAPE ARCHITECT HAS REVIEWED AND APPROVED THE SHOP DRAWINGS.
- ALL VIEW FENCING SHALL BE POWDER COATED.
- FOOTINGS SHALL BEAR IN UNDISTURBED NATIVE SOIL OR COMPACTED FILL.
- THE EXPOSED UPPERMOST SOIL TO RECEIVE FILL SHALL BE SCARIFIED 6" DEEP, MOISTURE CONDITIONED TO 3% ± OF OPTIMUM DENSITY CURVE FOR EACH TYPE OF SOIL ENCOUNTERED AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER ASTM D-2922 OR D-3017.
- FILL MATERIAL SHALL BE PREDOMINANTLY GRANULAR, NON-EXPANSIVE, CLEAN OF ALL ORGANIC OR DETRITUS SUBSTANCES, AND HAVE A PLASTICITY INDEX LESS THAN SEVEN (7). BACKFILL SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY IN HORIZONTAL 8" LIFTS.
- EXCAVATIONS FOR FOUNDATIONS SHALL BE NEAT TO BE REMOVED FROM SURFACE TO RECEIVE CONCRETE.
- ALLOWABLE SOIL BEARING PRESSURES AT FOOTING ON COMPACTED SOIL: 1500 PSI.
- CONCRETE MIX DESIGN SHALL BE MAG CLASS "B" (2500 PSI), UNLESS OTHERWISE NOTED ON DRAWINGS. SUBMIT TEST REPORTS FOR CONCRETE MIX DESIGNS TO LANDSCAPE ARCHITECT FOR REVIEW.
- NO PIPES OR DUCTS SHALL BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED.
- CONCRETE FOOTINGS SHALL BE CONTINUOUS POUR TO GREATEST EXTENT PRACTICAL. STEP FOOTINGS IN EVEN BLOCK INCREMENTS.
- IF STRUCTURAL DRAWINGS ARE NOT PROVIDED BY THE LANDSCAPE ARCHITECT, THEN THE WALL CONTRACTOR SHALL BE RESPONSIBLE FOR STRUCTURAL CALCULATIONS FOR THE WALLS. SUCH ENGINEERING SHALL CONFORM TO APPLICABLE JURISDICTIONAL REGULATIONS.
- WATERPROOF ALL WALLS TO HIGH GRADE, IF APPLICABLE. GROUT SOLID AL C.M.U. CELLS AND VOIDS BELOW GRADE AND/OR CONTAINING REBAR.
- ALL IRON/STEEL WORK TO BE OF HIGHEST QUALITY WITH WELDS GROUND SMOOTH. ALL IRON WORK, EXCEPT WHERE NOTED, TO BE PRIMED AND PAINTED. PAINT COLOR TO BE SELECTED BY OWNER AND/OR LANDSCAPE ARCHITECT. CONTRACTOR SHALL PROVIDE A 1 YEAR RUST WARRANTY ON IRON/STEEL WORK.
- VERIFY HEIGHTS AND SLOPES AND TURNDOWNS BEFORE POURING FOOTING
- NEW WALL FINISHES SHALL MATCH EXISTING SURFACES, UNLESS OTHERWISE NOTED ON DRAWINGS.
- ALL PERIMETER AND INTERIOR WALLS NOT NOTED ABOVE SHALL BE STANDARD 4" X 8" X 16" CMU FENCE BLOCK UNLESS SPECIFIED OTHERWISE OWNER. OWNER TO SELECT PAINT COLOR.
- ALL C.M.U. AND CONCRETE WALLS SHALL BE PRIMED AND PAINTED, UNLESS OTHERWISE NOTED. PAINT COLOR TO BE SELECTED BY OWNER AND/OR LANDSCAPE ARCHITECT
- ALL STEPS IN WALLS SHALL OCCUR AT PROPERTY CORNERS. THE REAR WALLS OF EACH LOT SHALL MAINTAIN A CONSISTENT TOP OF WALL ELEVATION.
- THE CONTRACTOR TO COORDINATE THE END OF SIDE YARD WALLS WITH TH HOUSING PRODUCT AND BUILDING SETBACKS.
- WIND LOAD DESIGN SHALL BE IN ACCORDANCE WITH THE LOCAL BUILDING CODE.

GENERAL MASONRY NOTES

- THESE NOTES ARE GENERAL AND MAY BE SUPERSEDED BY EITHER THE SPECIFICATIONS OR LOCAL TRADE PRACTICES.
- MASONRY UNITS: SHALL BE GRADE "N" TYPE I CONFORMING TO LATEST ASTM STANDARD SPECIFICATION C-90 AND MANUFACTURED IN ACCORDANCE WITH "CONCRETE MASONRY ASSOCIATION" STANDARDS. SPECIFICALLY BLOCK SHALL BE AS NOTED ON PLANTS.
- MORTAR: SHALL BE TYPE S, CONFORMING TO ASTM C270, WITH A 28 DAY COMPRESSIVE STRENGTH OF 1800 PSI.
- GROUT: FRESHLY PREPARED AND UNIFORMLY MIXED. GROUT SHALL BE COMPOSED BY VOLUME OF 1 PART PORTLAND CEMENT AND 2 1/4 TO 3 PARTS SAND, TO WHICH MAY BE ADDED NOT MORE THAN ONE-TENTH PART LIME. WATER SHALL BE ADDED TO PRODUCE CONSISTENCY OF POURING WITHOUT SEGREGATION OF THE CONSTITUENTS. GROUT SHALL ATTAIN A COMPRESSIVE STRENGTH OF 2000 PSI AT 28 DAYS.
- PORTLAND CEMENT: SHALL BE TYPE II AND CONFORM TO LATEST ASTM STANDARDS SPECIFICATION C-150.

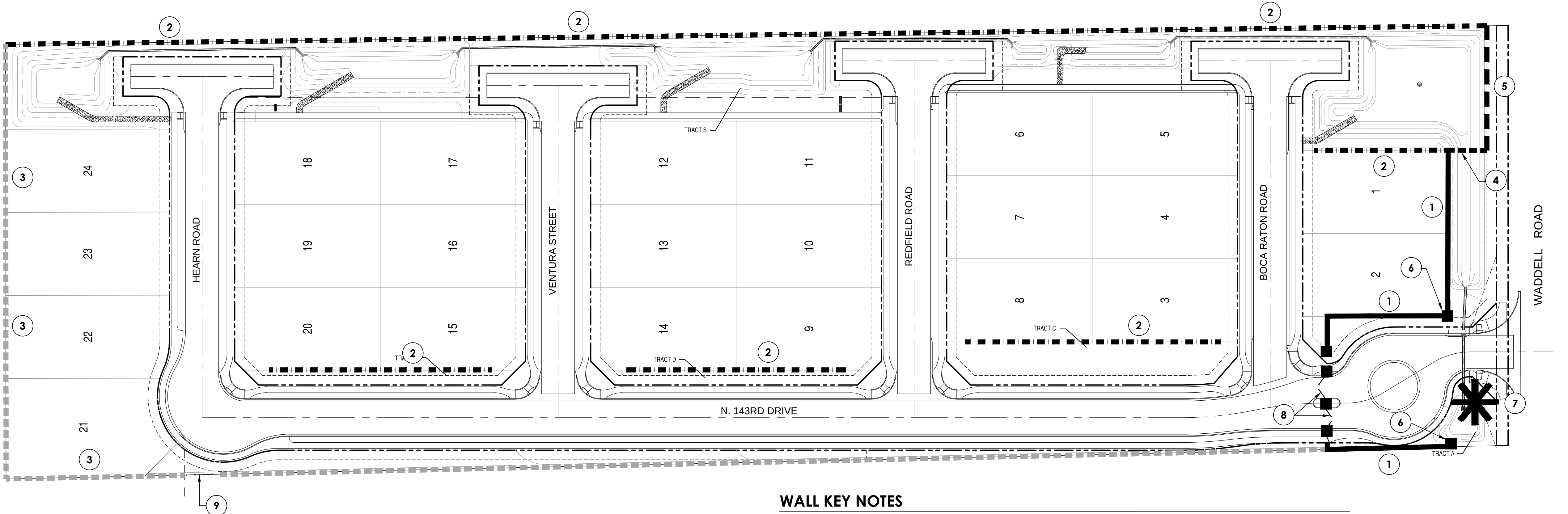


KEYNOTES

- CONTROL JOINT PER ARCHITECTURAL DRAWINGS AND SPECIFICATIONS
 - ONE VERTICAL BAR EACH SIDE OF JOINT IN SOLID GROUTED CELLS TO MATCH VERTICAL WALL REINFORCING
 - CMU WALL
 - WRAP REINFORCING WITH MASTIC FOR BOND BREAK
 - CONTINUOUS BOND BEAM BARS
- NOTE:
 BOND BEAM BARS CANNOT BE LAPPED WITHIN 8'-0" ON THE CONTROL JOINT

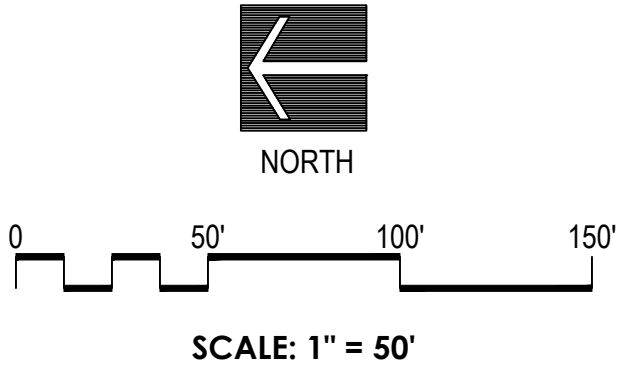
CONTROL JOINT IN CMU WALL

1" = 1'-0"



WALL KEY NOTES

- PERIMETER THEME WALL. SEE SHT. L-10 QTY: 350 L.F.
- 6' HIGH STANDARD 4" X 8" X 16" BLOCK WALL WITH 8" X 8" X 16" "H" BLOCK PILASTERS 13' O.C.- MATCH THEME WALL COLOR QTY: 1,950 L.F.
- EXISTING BUILDER WALL- PAINT TO MATCH THEME WALL
- FULL VIEW FENCE- 6' HT, MATCH CRASH GATE DESIGN QTY: 33 L.F.
- PARTIAL VIEW FENCE- 4' IRON OVER 2' CMU QTY: 105 L.F.
- 2' X 2' CMU COLUMN. SEE SHEET L-10 QTY: 6
- ENTRY MONUMENT SIGN. SEE SHT, L-10 QTY: 1
- AUTOMATIC ENTRY GATES. SEE SHT. L-10
- EMERGENCY CRASH GATE. SEE SHT. L-10



WALL LAYOUT PLAN & NOTES

"W RANCH"

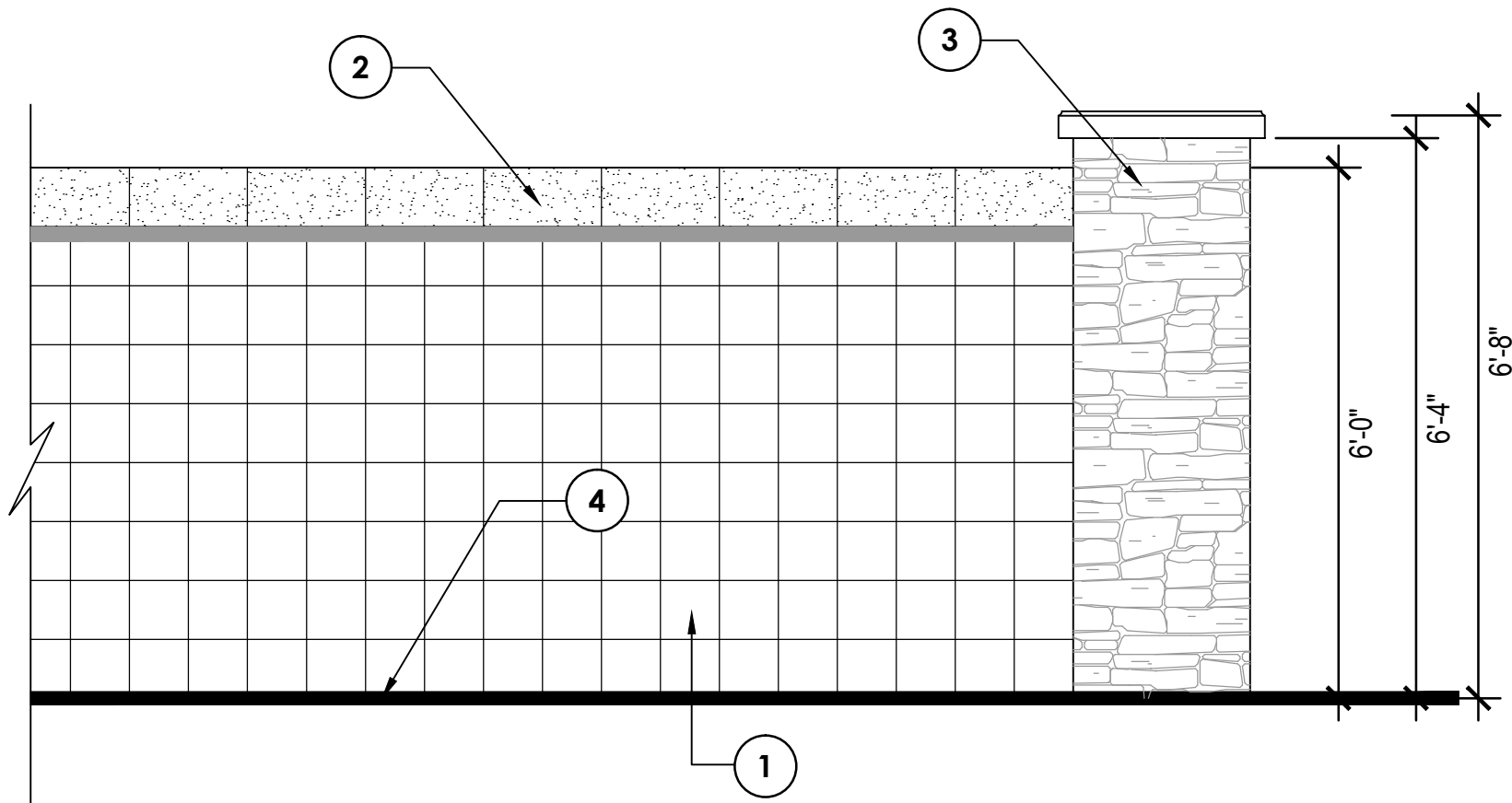
143rd AVENUE and WADDELL ROAD

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 Date: **4.26.15**
 CITY COMMENTS **7.29.15**

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PINNACLE DESIGN, INC
 1048 N. 44th Street
 Suite 200 ▲ Phoenix, AZ 85008
 Ofc: (602)952-8585 ▲ Fax: 952-8686

PLOTTED: DOLSEN ON 08/16/2015 AT 08:15 AM
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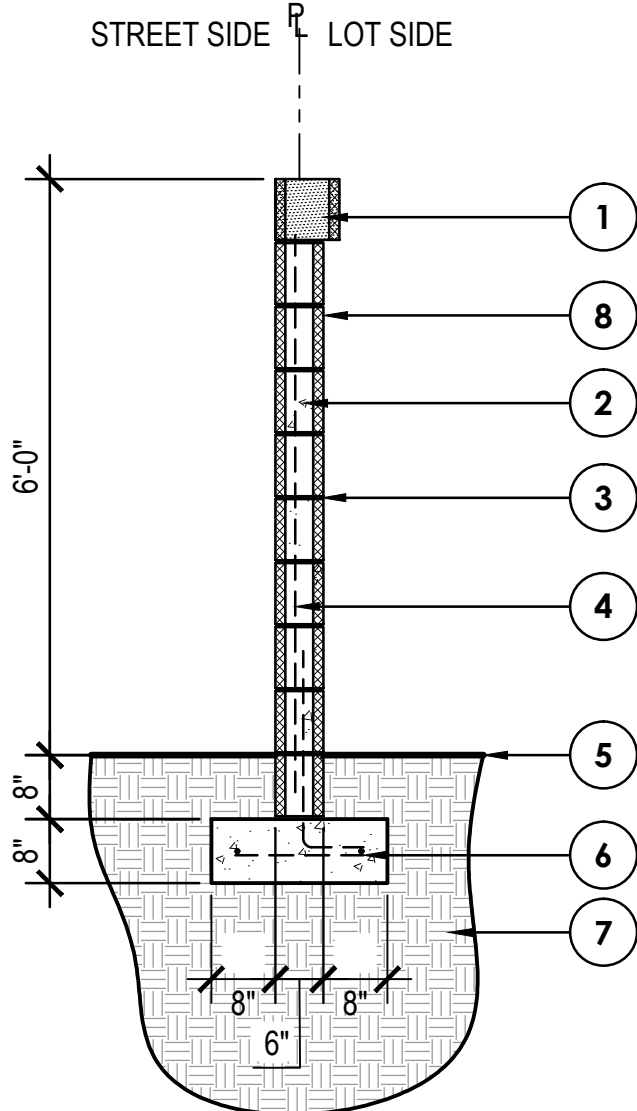
A 6' X 8' X 16' CMU WALL ELEVATION (THEME WALL)

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

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

KEY NOTES

- 1 6X8X16 PAINTED CMU BLOCK- SINGLE SCORE, COLOR: TBD
- 2 TOP COURSE TO BE 8X8X16 SPLIT FACE BLOCK- OVERHANG ON STREET SIDE, COLOR: DE SP-8, DESERT GRAY
- 3 24" SQ. CMU COLUMN WITH STONE VENEER AND PRECAST CAP. COLUMNS AT WALL ENDS
- 4 FINISH GRADE



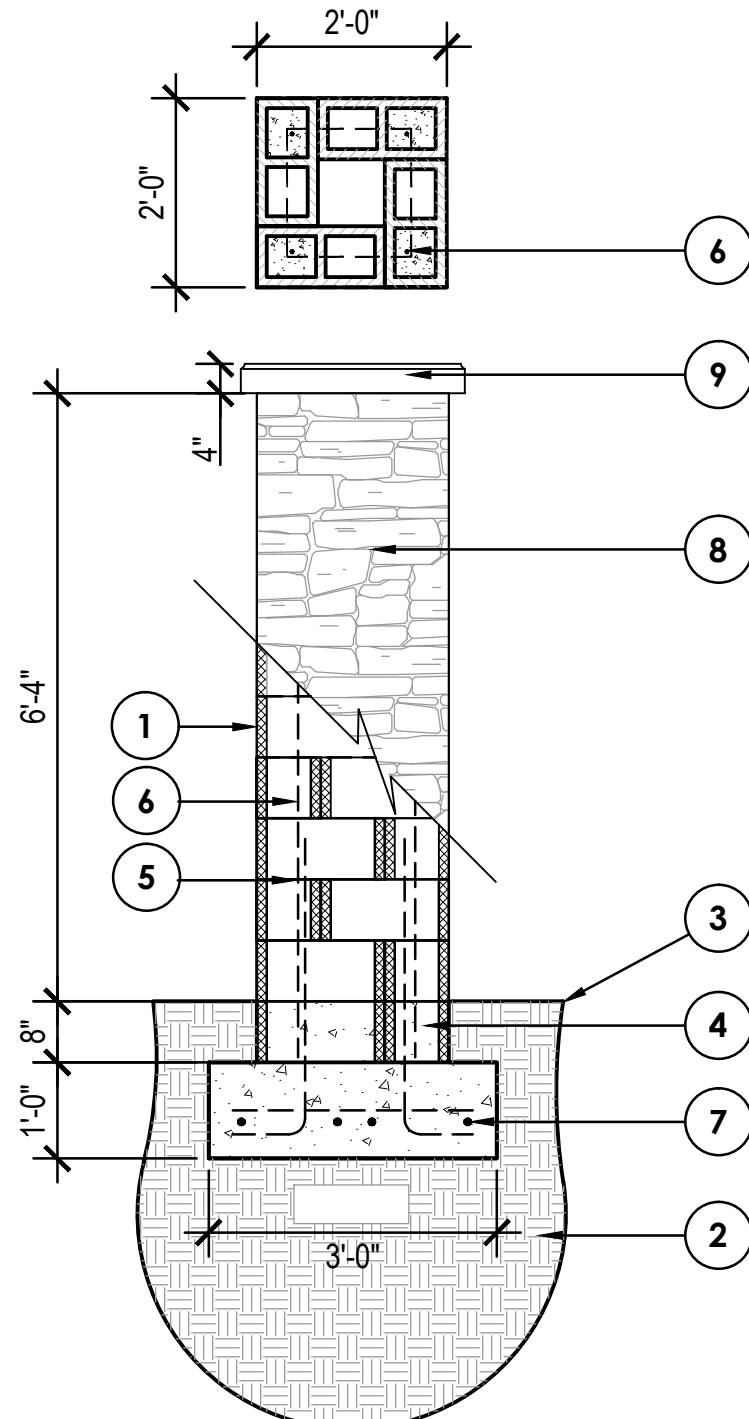
B 6' X 8' X 16' CMU WALL SECTION DETAIL (THEME WALL)

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

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

KEY NOTES

- 1 8X8X16 SPLIT FACE BLOCK- OVERHANG ON STREET SIDE, COLOR: DE SP-8, DESERT GRAY
- 2 CMU BLOCK, GROUT SOLID ALL CELLS WITH REBAR AND CELLS BELOW GRADE
- 3 HORIZONTAL JOINT REINFORCING AT 16" O.C.
- 4 #4 REBAR VERT. 48" O.C.
- 5 FINISH GRADE
- 6 CONCRETE FOOTING WITH (2) #4 REBAR CONT. & (1) #4 REBAR 12" O.C.
- 7 COMPACTED SUBGRADE
- 8 6' X 8' X 16' CMU BLOCK



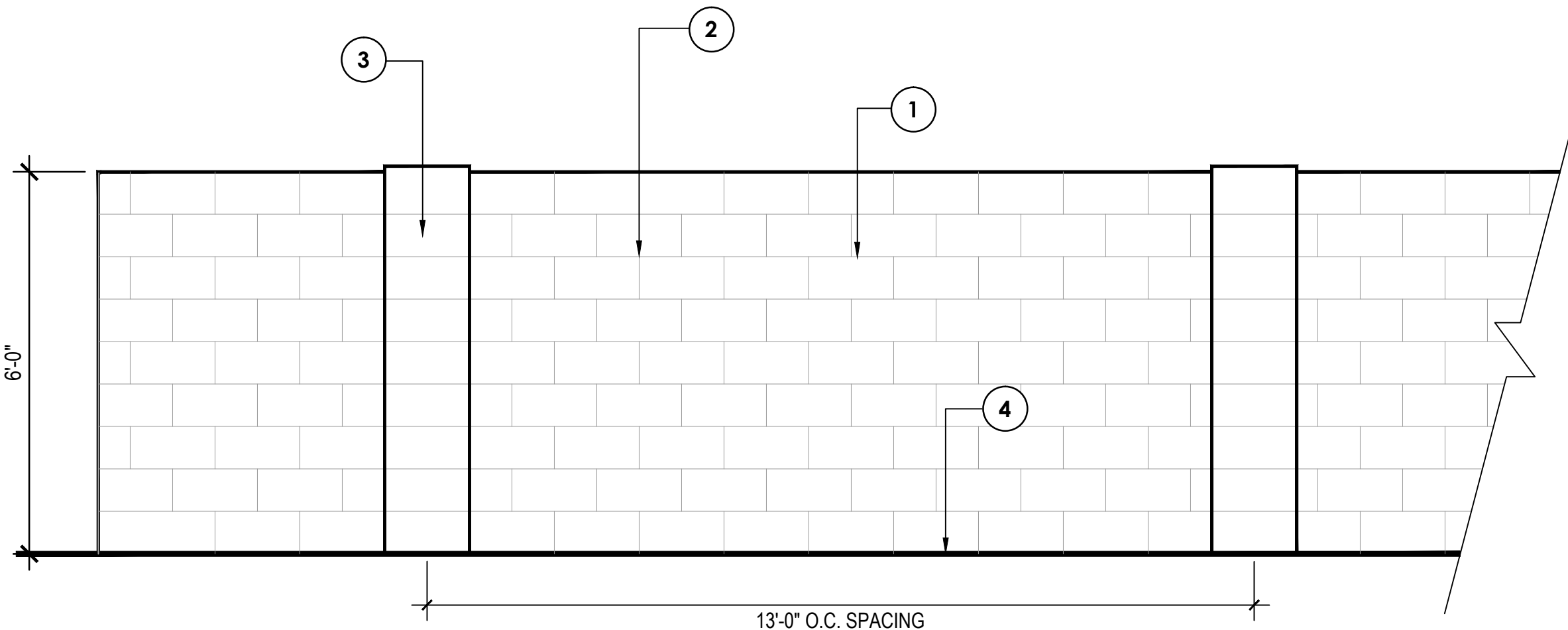
C 8' X 8' X 16' WALL PILASTER SECTION DETAIL

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

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

KEY NOTES

- 1 8' X 8' X 16' CMU BLOCK
- 2 COMPACTED SUBGRADE
- 3 FINISH GRADE
- 4 CMU BLOCK, GROUT SOLID ALL CELLS WITH REBAR AND CELLS BELOW GRADE
- 5 HORIZONTAL JOINT REINFORCING AT 16" O.C.
- 6 #5 VERT. REBAR AT EACH CORNER CELL (GROUT CELL SOLID)
- 7 CONCRETE FOOTING WITH (4) #5 REBAR BOTH WAYS (1) #4 REBAR 12" O.C.
- 8 STONE VENEER - ELDORADO STONE- CYPRESS RIDGE IN ORCHARD COLOR
- 9 PRE-CAST CAP



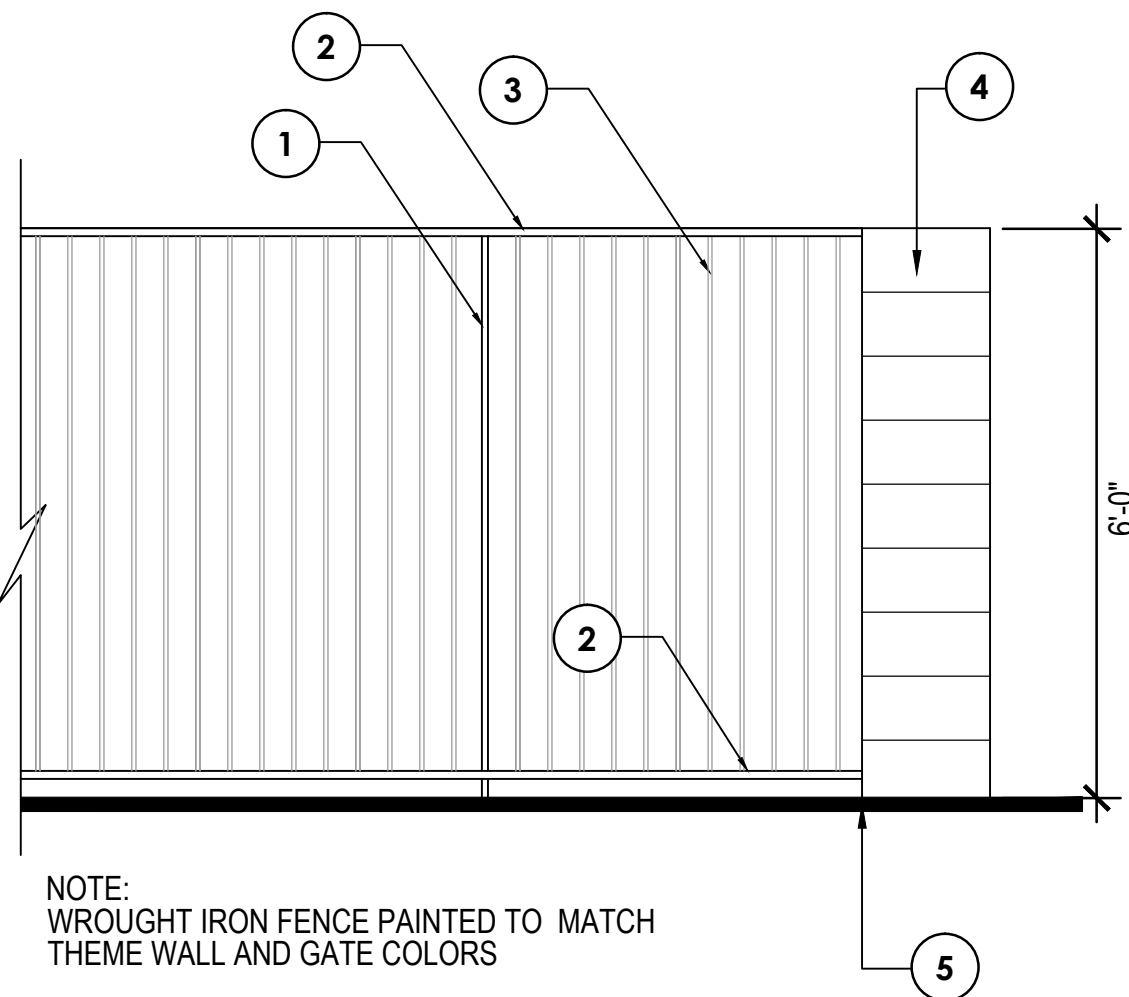
D 6' HT. STANDARD CMU BLOCK WALL ELEVATION

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

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

KEY NOTES

- 1 CMU WALL (COLOR TO MATCH THEME WALL)
- 2 4' x8"x16" CMU BLOCK DOOLEY WALL W/ 8"x8x16" CMU PILASTERS AT 13' o.c.
- 3 CMU PILASTER AT 13' o.c.
- 4 FINISH GRADE



NOTE: WROUGHT IRON FENCE PAINTED TO MATCH THEME WALL AND GATE COLORS

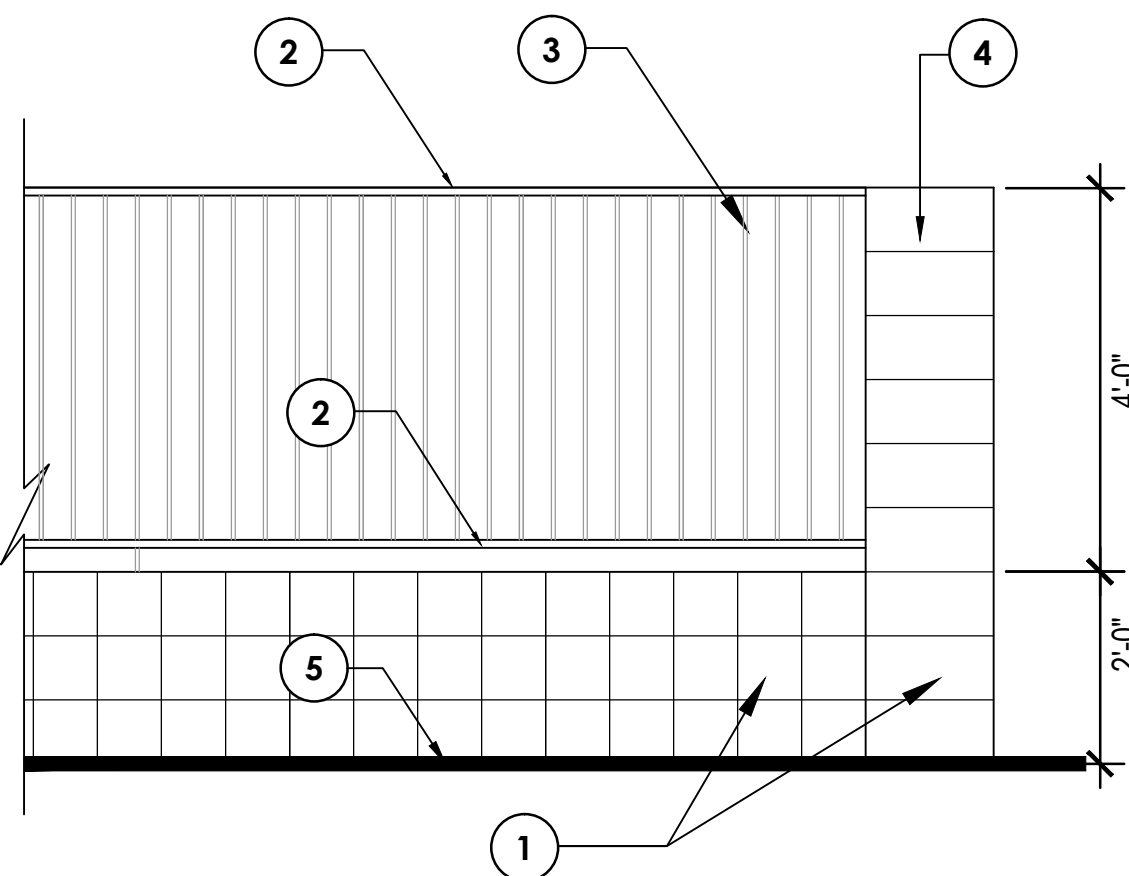
E 6' HT. FULL VIEW FENCE

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

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

KEY NOTES

- 1 2" X 2" STEEL POSTS 14 GUAGE W/ CAST IRON FLAT CAP. SPACING 48" OR AS PER PLAN
- 2 1" X 1" SQ. TUBULAR STEEL RAIL
- 3 3/4" X 3/4" SQ. TUBULAR STEEL PICKETS AT 3-3/4" O.C. MAXIMUM SPACING
- 4 8' X 8' X 16' CMU PILASTER
- 5 FINISH GRADE



NOTE: WROUGHT IRON FENCE PAINTED TO MATCH THEME WALL AND GATE COLORS

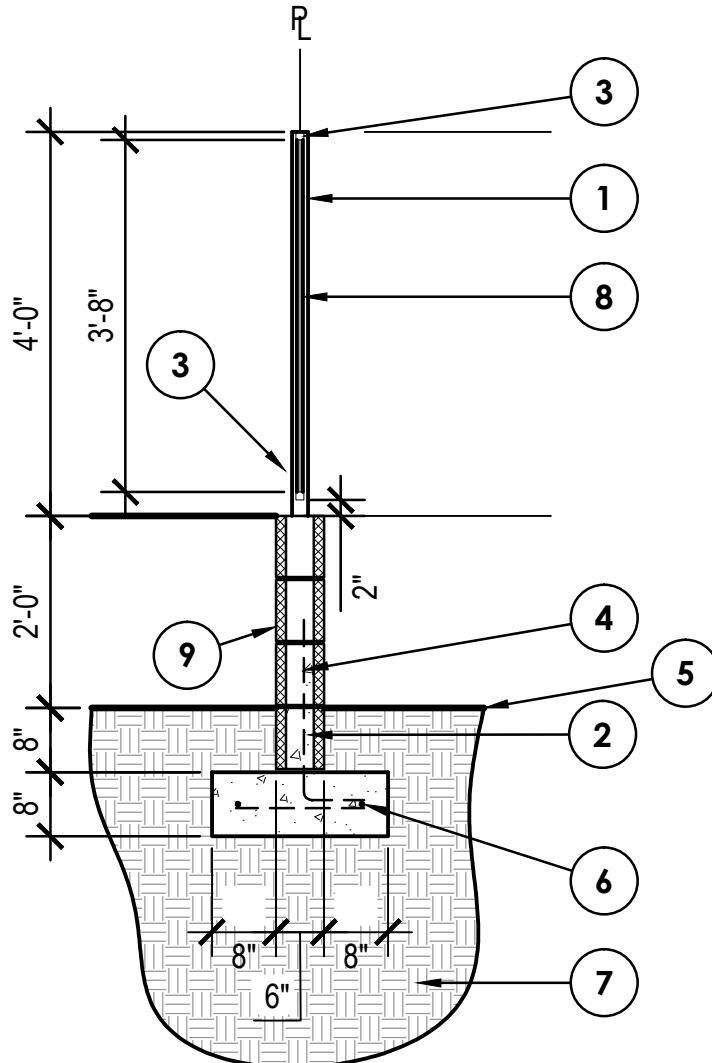
F 6' HT. PARTIAL VIEW FENCE

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

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

KEY NOTES

- 1 6X8X16 PAINTED CMU BLOCK- SINGLE SCORE, COLOR: DE SP-8, DESERT GRAY
- 2 1" X 1" SQ. TUBULAR STEEL RAIL
- 3 3/4" X 3/4" SQ. TUBULAR STEEL PICKETS AT 3-3/4" O.C. MAXIMUM SPACING
- 4 8' X 8' X 16' CMU PILASTER
- 5 FINISH GRADE



G 6' X 8' X 16' CMU WALL W/ VIEW FENCE

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

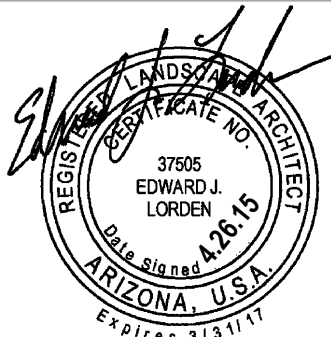
SCALE: 1/2" = 1'-0"

KEY NOTES

- 1 2" X 2" STEEL POSTS 14 GUAGE W/ CAST IRON FLAT CAP. SPACING 96" OR AS PER PLAN
- 2 CMU BLOCK, GROUT SOLID ALL CELLS WITH REBAR AND CELLS BELOW GRADE
- 3 1" X 1" SQ. TUBULAR STEEL RAIL
- 4 #4 REBAR VERT. 48" O.C.
- 5 FINISH GRADE
- 6 CONCRETE FOOTING WITH (2) #4 REBAR CONT. & (1) #4 REBAR 12" O.C.
- 7 COMPACTED SUBGRADE
- 8 3/4" X 3/4" SQ. TUBULAR STEEL PICKETS AT 3-3/4" O.C. MAXIMUM SPACING
- 9 6' X 4" X 16" CMU BLOCK

PINNACLE
DESIGN, INC

1048 N. 44th Street
Suite 200 Phoenix, AZ 85008
Ofc: (602)952-8585 Fax: 952-8686



Surprise, AZ.

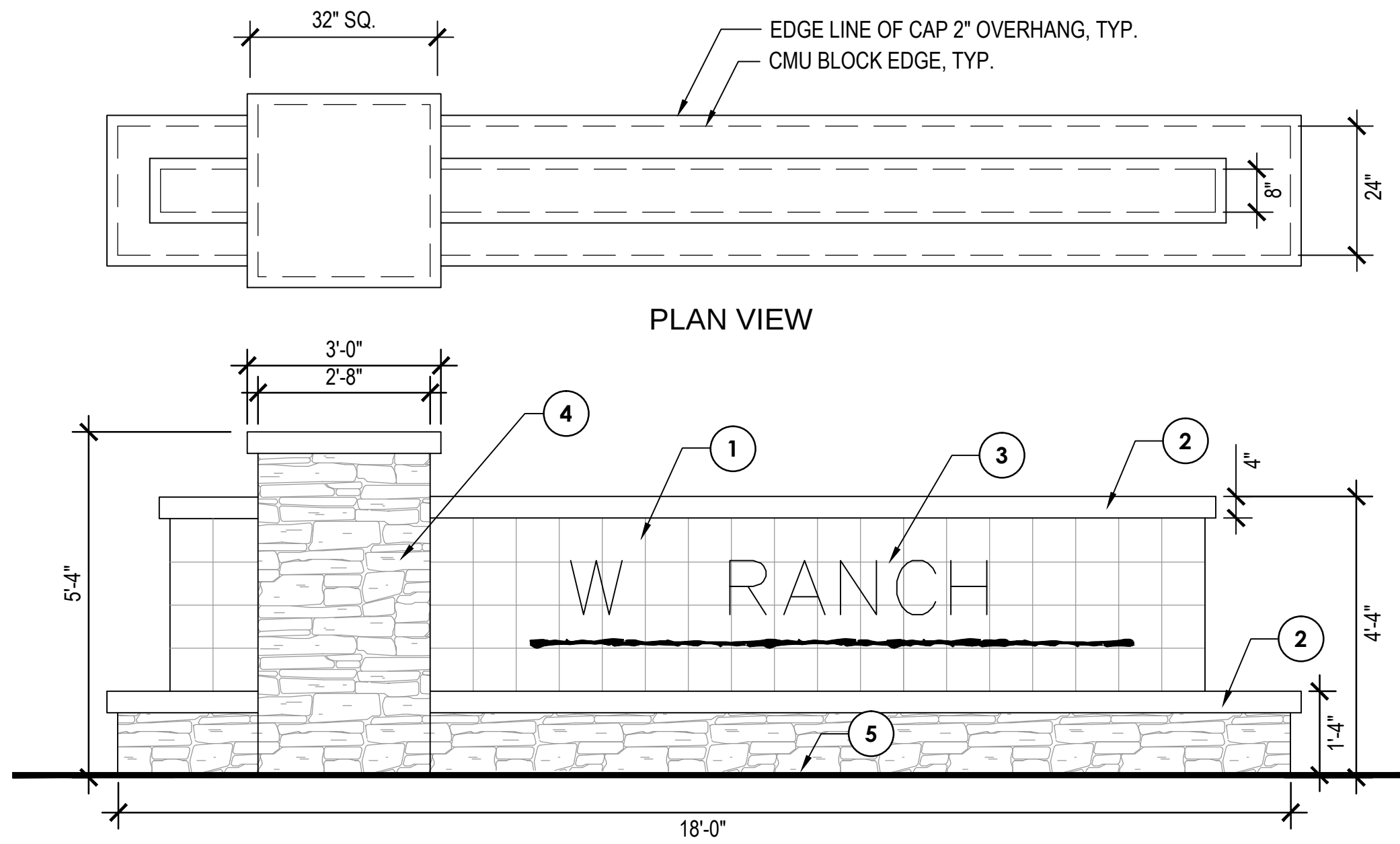
WALL PLAN
"W RANCH"
143rd AVENUE and WADDELL ROAD

Drawn By: NR

Job No: 14021

Date: 4.26.15
CITY COMMENTS 7.29.15

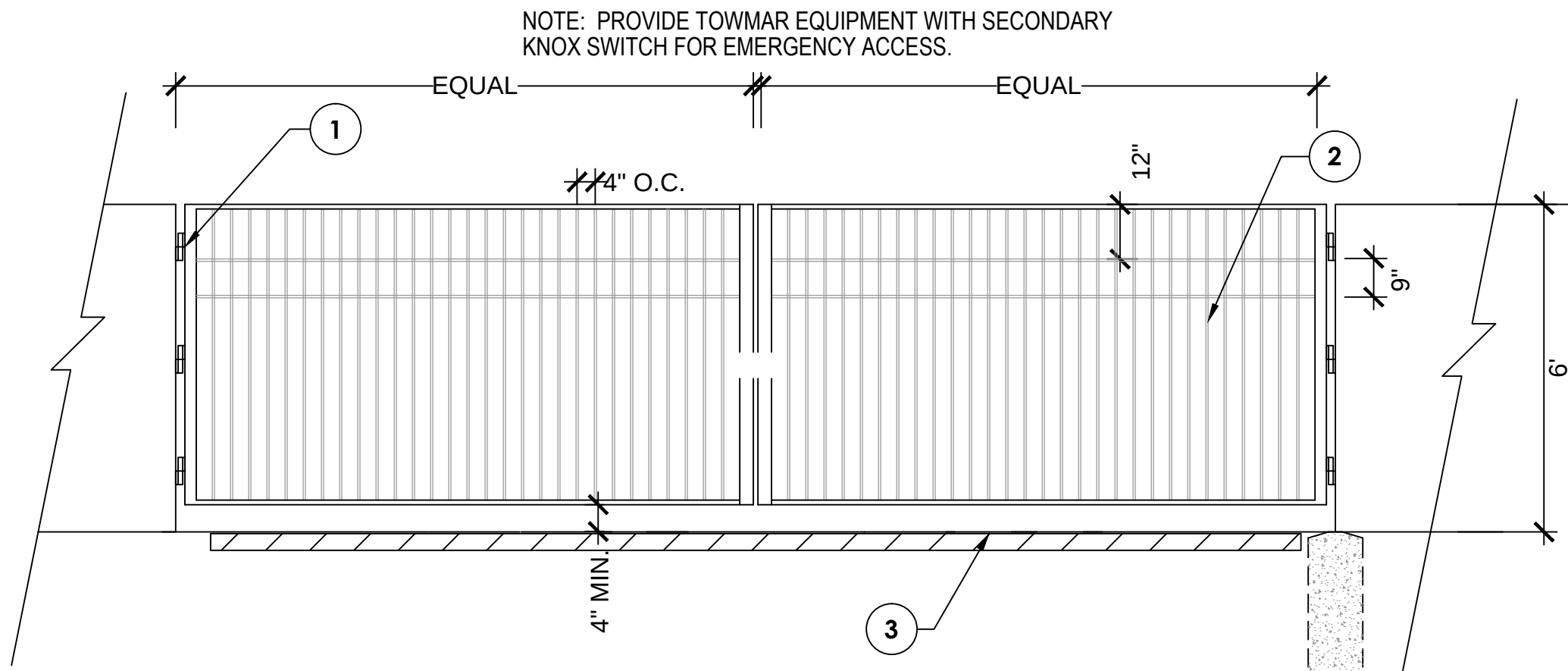
PLOTTED: DOLSEN ON 08/16/2015 AT 08:15 AM
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ENTRY MONUMENTATION - ELEVATION

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

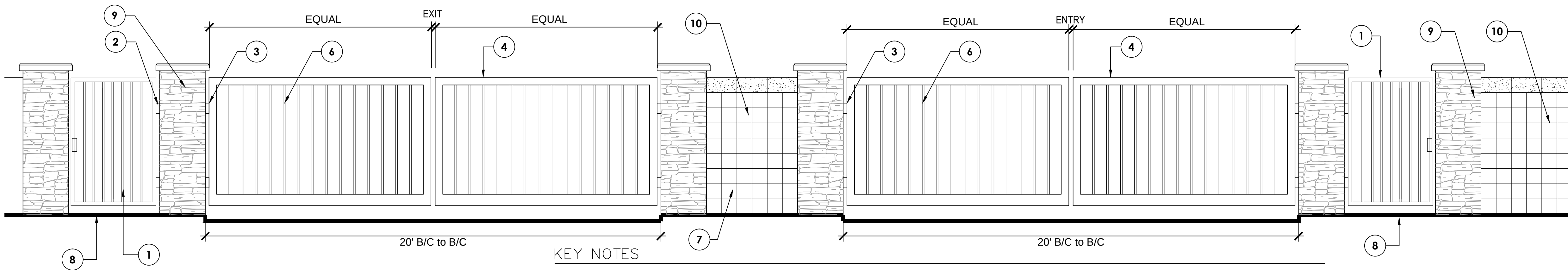
SCALE: 1/2" = 1'-0"



EMERGENCY ACCESS CRASH GATE WITH KNOX BOX

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

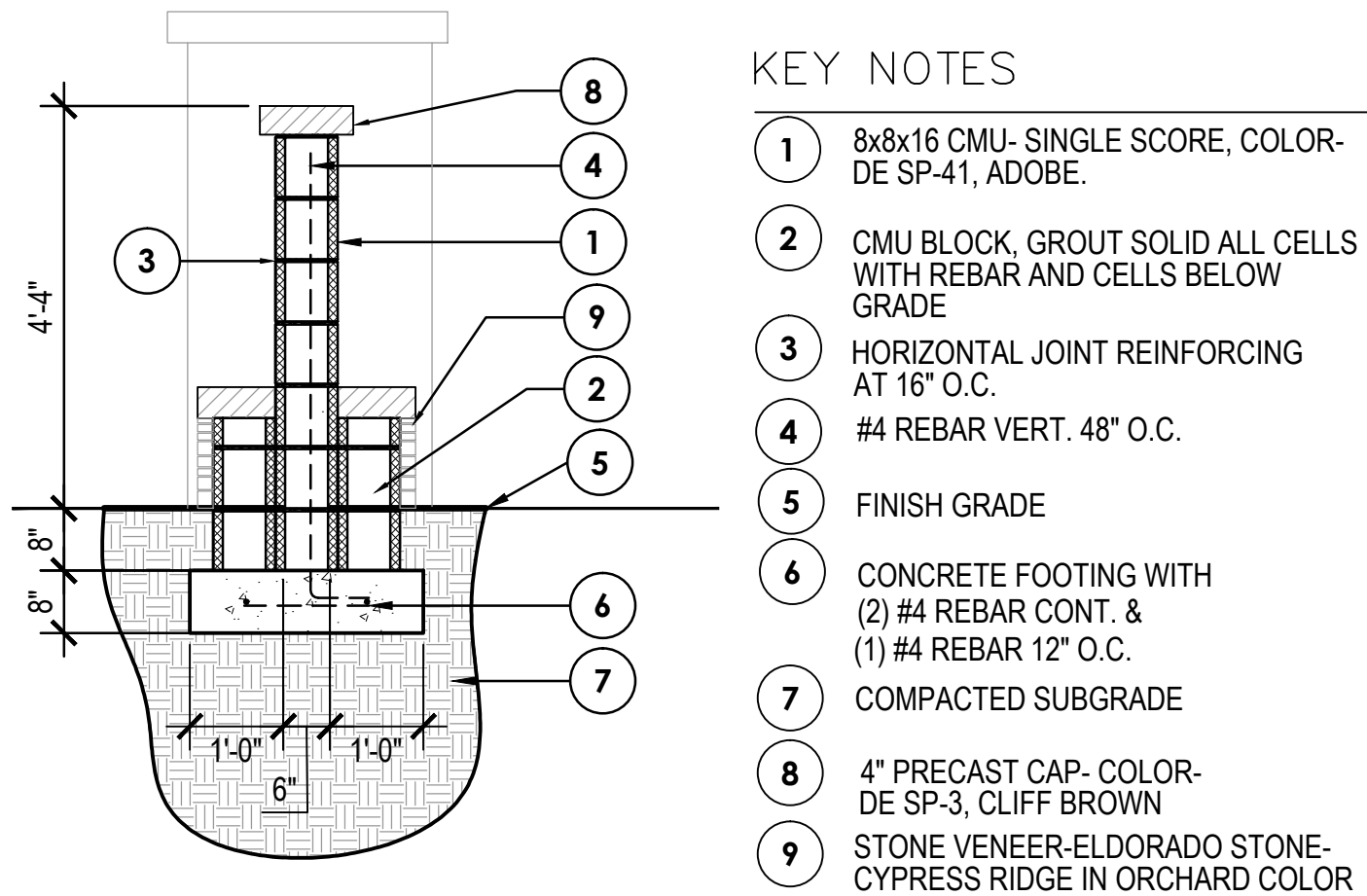
SCALE: 3/8" = 1'-0"



VEHICULAR/PEDESTRIAN GATE ELEVATION

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

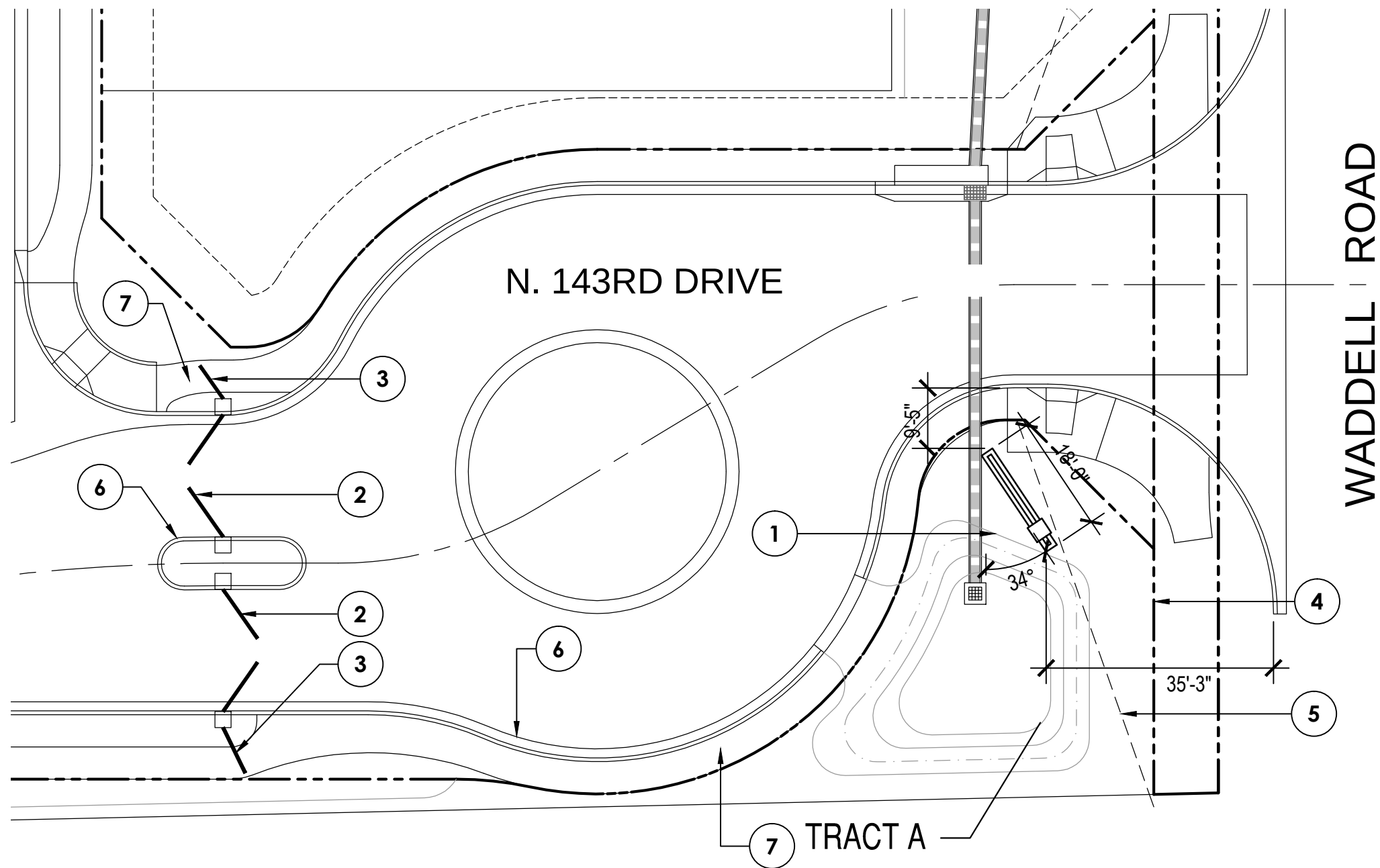
SCALE: 3/8" = 1'-0"



ENTRY MONUMENT WALL SECTION DETAIL

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

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



ENTRY MONUMENT - NORTH ENTRY

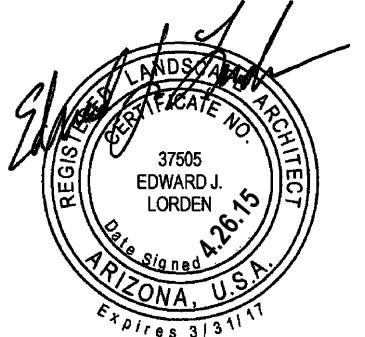
SCALE: 1" = 20'-0"



ENTRY MONUMENT & GATE PLAN

"W RANCH"

143rd AVENUE and WADDELL ROAD



Surprise, AZ.

Drawn By: NR

Job No: 14021

Date: 4.26.15

△ CITY COMMENTS 7.29.15



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

12 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
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: Case #FS15-172; W Ranch

Dear Ms. Perry

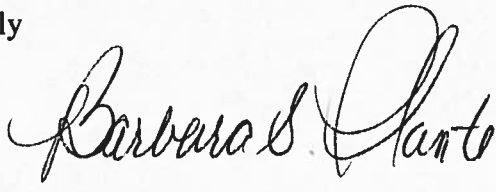
Thank you for the opportunity to provide comments on the Final Plat Application for W Ranch. The site is located on 10.47 acres at the northeast corner of Waddell Road and 144th Ave. The request is to develop this parcel into 24 single-family residential dwelling units (du) with a density of 2.29 du/acre. The site is located approximately 1/2 mile outside the 1988 JLUS 65 Ldn, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/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. With a planned density of 2.29 du/acre, W Ranch meets these guidelines.

As described, this request will not negatively impact the flying operations at Luke AFB. Since W Ranch will be located within the "territory in the vicinity of a military airport," it will be subjected to noise from 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 the tenant about Luke AFB operations. We also recommend a review of the Luke AFB web site at <http://www.luke.af.mil>, Community Interests and Community Initiatives links, for further information.

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

W Ranch Final Plat

March 1, 2016

Mayor and City Council



W RANCH VICINITY MAP



W RANCH VICINITY MAP



W RANCH VICINITY MAP



Site

**Royal
Ranch**

**The Great
Western
Rose
Company**

**Sierra
Verde**

**Dale's Town
and Country**

**Marley
Park**

Waddell Road

FINAL PLAT



SURPRISE
ARIZONA

NOTHING FOUND - SUBMERSED CORNER
TO BE SET AT COMPLETION OF WAY
PER MAG. STD. DETAIL 120, TYPE 1
MAGDOGA COUNTY RECORDER
PUBLIC UTILITY EASEMENT
RIGHT-OF-WAY
VEHICLE EASEMENT
VEHICLE NO-ACCESS EASEMENT
EASEMENT (NOT-A-PART)
VEHICLE NO-ACCESS EASEMENT
SECTION LINE
STREET MONUMENT LINE
RIGHT-OF-WAY
PROPERTY LINE
SUBMERSED BOUNDARY

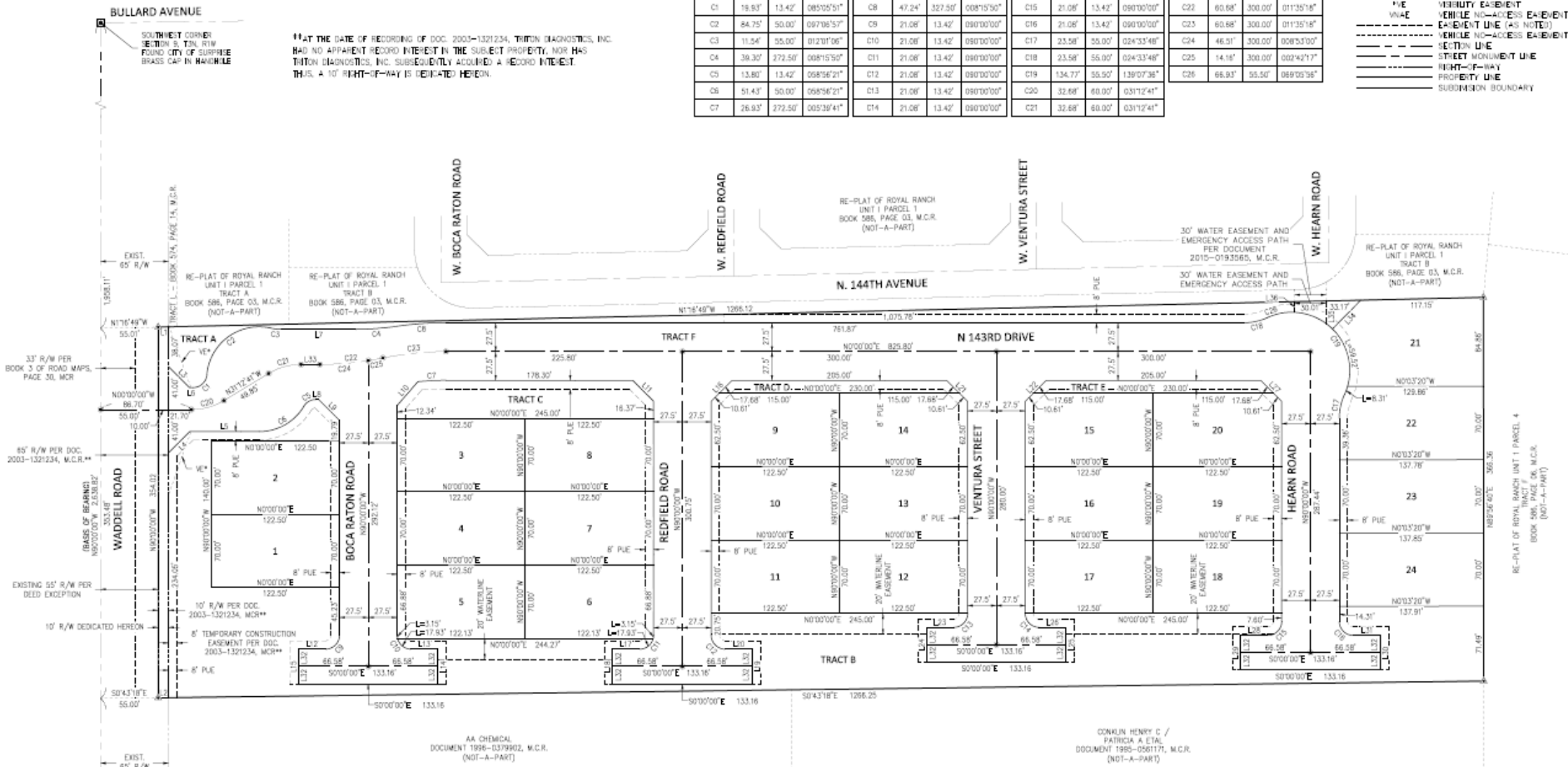
AT THE DATE OF RECORDING OF DOC. 2003-1321234, TITON DIAGNOSTICS, INC. HAD NO APPARENT RECORD INTEREST IN THE SUBJECT PROPERTY, NOR HAS TITON DIAGNOSTICS, INC. SUBSEQUENTLY ACQUIRED A RECORD INTEREST. THUS, A 10' RIGHT-OF-WAY IS DEDICATED HEREON.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	16.83	13.42	085°05'01"
C2	84.79	50.00	087°06'53"
C3	11.54	35.00	012°01'06"
C4	39.30	272.50	008°15'50"
C5	13.80	13.42	068°56'21"
C6	30.43	30.00	068°56'21"
C7	26.93	272.50	005°30'41"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C8	47.24	327.50	008°15'50"
C9	71.08	13.42	080°00'00"
C10	21.08	13.42	080°00'00"
C11	21.08	13.42	080°00'00"
C12	21.08	13.42	080°00'00"
C13	21.08	13.42	080°00'00"
C14	21.08	13.42	080°00'00"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C15	21.08	13.42	080°00'00"
C16	21.08	13.42	080°00'00"
C17	25.58	55.00	024°33'48"
C18	23.58	55.00	024°33'48"
C19	134.77	35.50	139°07'36"
C20	32.68	60.00	031°12'41"
C21	32.68	60.00	031°12'41"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C22	60.68	300.00	011°35'18"
C23	60.68	300.00	011°35'18"
C24	48.31	300.00	000°53'00"
C25	14.18	300.00	002°42'17"
C26	66.93	55.50	089°05'36"



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	10.00	N01°16'48"W
L2	10.00	S90°43'18"E
L3	28.28	N45°00'00"E
L4	28.28	S45°00'00"E
L5	66.32	S00°00'00"E
L6	3.15	N00°00'00"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L7	20.44	S00°00'00"E
L8	2.52	N00°00'00"E
L9	28.28	S45°00'00"E
L10	30.13	S48°52'39"E
L11	28.28	S45°00'00"E
L12	25.66	N00°00'00"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L13	25.66	N00°00'00"E
L14	33.16	N00°00'00"E
L15	25.66	N00°00'00"E
L16	28.28	N45°00'00"E
L17	28.28	N45°00'00"E
L18	25.66	N00°00'00"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L19	33.16	N00°00'00"E
L20	25.66	N00°00'00"E
L21	25.66	N00°00'00"E
L22	28.28	N45°00'00"E
L23	25.66	N00°00'00"W
L24	33.16	N00°00'00"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L25	33.16	N00°00'00"E
L26	25.66	N00°00'00"E
L27	28.28	N45°00'00"E
L28	25.66	N00°00'00"W
L29	33.16	N00°00'00"E
L30	33.16	N00°00'00"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L31	25.66	N00°00'00"E
L32	16.58	N00°00'00"W
L33	17.83	N00°00'00"W
L34	38.61	S43°27'52"E
L35	21.80	N00°00'00"W
L36	10.25	N00°00'00"W

CONJUN HENRY C /
PATRICIA A ETAL
DOCUMENT 1985-0561171, M.C.R.
(NOT-A-PART)

AA CHEMICAL
DOCUMENT 1986-0379902, M.C.R.
(NOT-A-PART)

RE-PLAT OF ROYAL RANCH UNIT 1 PARCEL 4
BOOK 586, PAGE 03, M.C.R.
(NOT-A-PART)

RE-PLAT OF ROYAL RANCH UNIT 1 PARCEL 1
BOOK 586, PAGE 03, M.C.R.
(NOT-A-PART)

RE-PLAT OF ROYAL RANCH UNIT 1 PARCEL 1
BOOK 586, PAGE 03, M.C.R.
(NOT-A-PART)

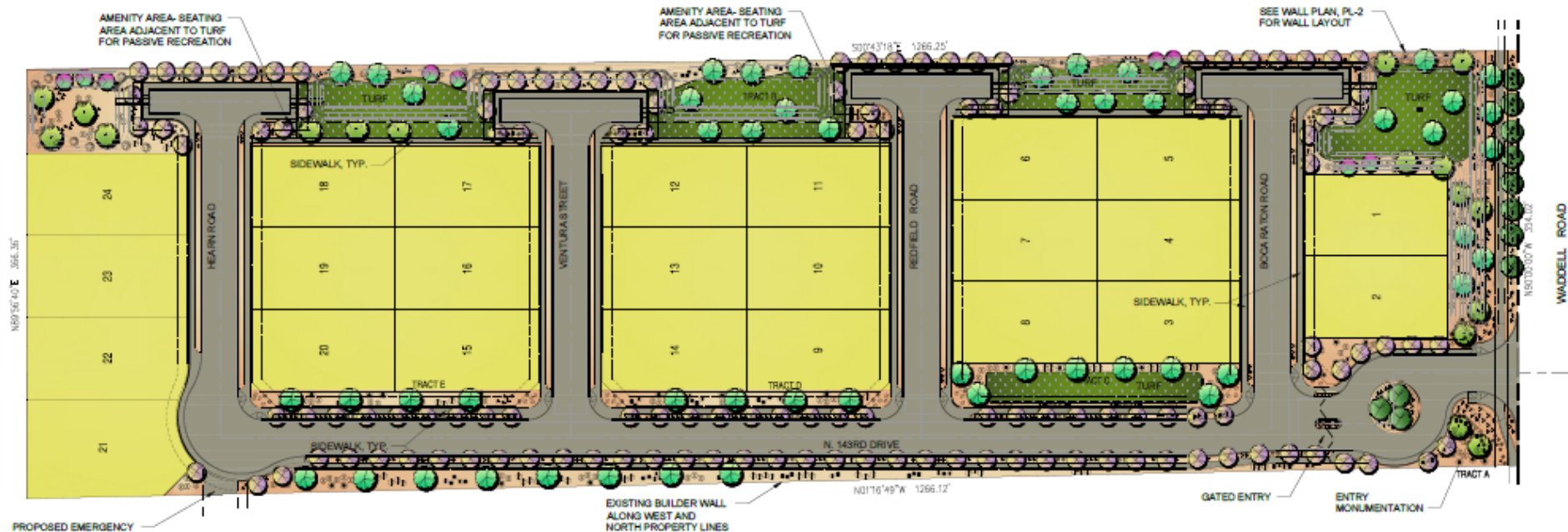
RE-PLAT OF ROYAL RANCH UNIT 1 PARCEL 1
BOOK 586, PAGE 03, M.C.R.
(NOT-A-PART)

RE-PLAT OF ROYAL RANCH UNIT 1 PARCEL 1
BOOK 586, PAGE 03, M.C.R.
(NOT-A-PART)

SOUTH QUARTER CORNER
SECTION 9, T4N, R1W
NOTHING FOUND OR SET

SOUTHEAST CORNER
SECTION 9, T4N, R1W
FOUND CITY OF SURPRISE
BRASS CAP IN HAND RULE

LANDSCAPE PLAN



PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
	ACACIA STENOPHYLLA	SHOESTRING ACACIA	15 GAL.
	DALBERGIA BISSOO	BISSOO TREE	24" BOX
	PROSOPIS CHILENSIS THORNLESS	THORNLESS MESQUITE	15 GAL.
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	24" BOX
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	36" BOX
SHRUBS			
	BOUGAINVILLEA SP.	BARBARA KARST BOUGAINVILLEA	5 GAL.
	ERMOPHYLLA MACULATA	'VALENTINE' BUSH	5 GAL.
	LEUCOPHYLLUM LAEVIGATUM	CHIHUAHUA SAGE	5 GAL.
	NERIUM OLEANDER	'PETITE PINK' OLEANDER	5 GAL.
	RUELIA BRITTONIANA	BARIO RUELIA	5 GAL.
	TECOMA STANS 'GOLD STAR'	YELLOW BELLS	5 GAL.
ACCENTS			
	AGAVE DESMETTIANA	AGAVE	5 GAL.
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL.
	MUHLENBERGIA CAPILLARIS	REGAL MIST	5 GAL.

PRELIMINARY LANDSCAPE NOTES

PLANTING

THE SITE WILL BE LANDSCAPED IN ACCORDANCE WITH THE CITY OF SURPRISE STANDARDS. ALL TREES AND SHRUBS ARE TO BE STAKED AND PLANTED IN ACCORDANCE WITH THE ARIZONA NURSERY ASSOCIATION PUBLISHED STANDARDS.

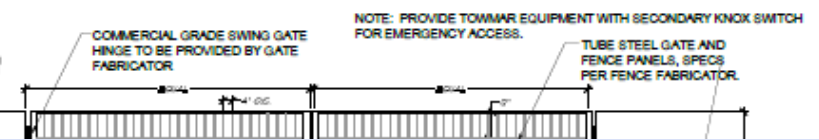
SIZES OF TREES AND SHRUBS WILL CORRESPOND WITH REQUIREMENTS SET BY THE CITY OF SURPRISE. ALL PLANTING AREAS WILL RECEIVE A 2" DEPTH OF DECOMPOSED GRANITE AND SHALL BE TREATED WITH PRE-EMERGENT HERBICIDE.

IRRIGATION

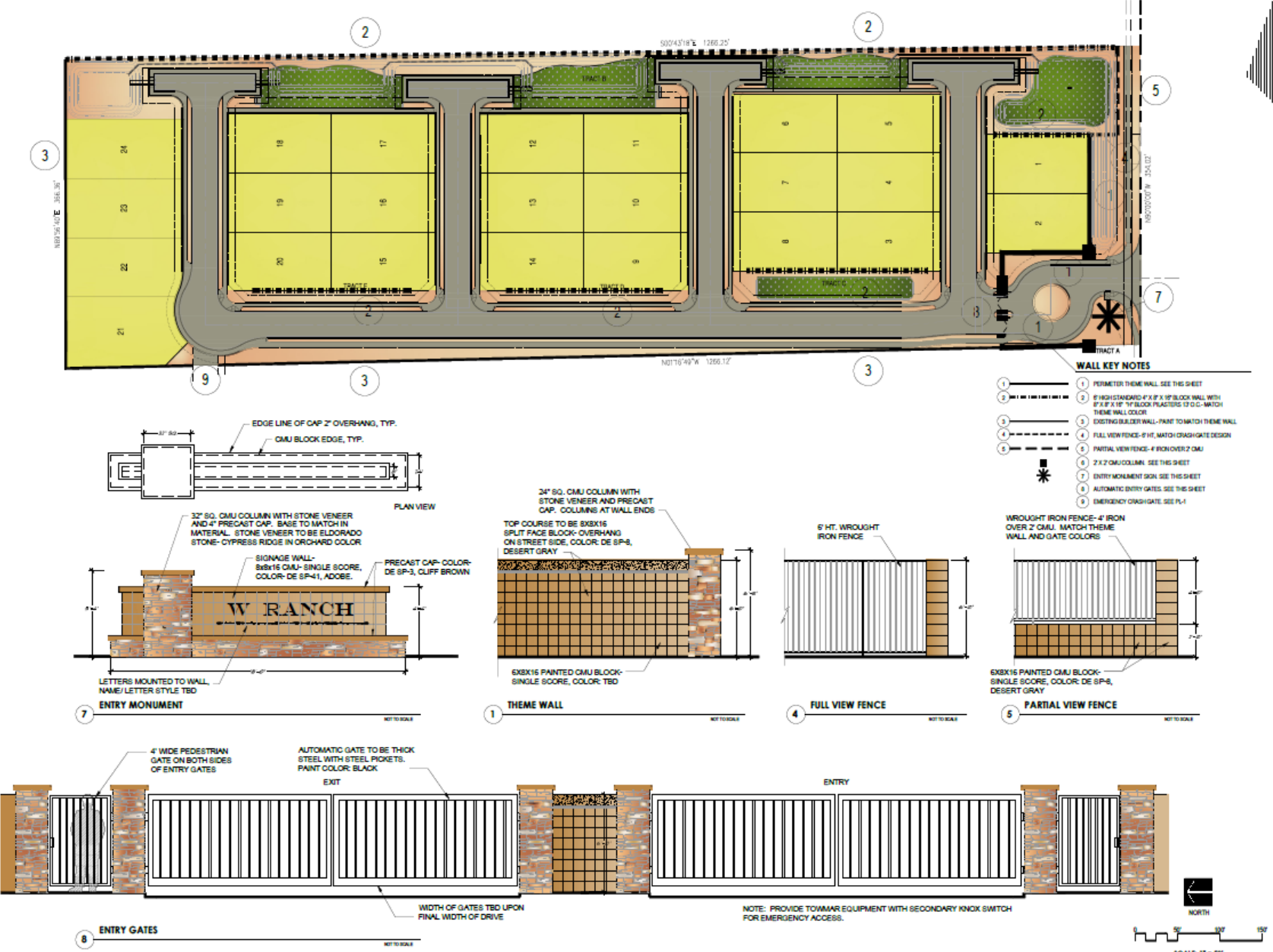
THE IRRIGATION SYSTEM WILL CONSIST OF DRIP EMITTERS AND PRESSURE REGULATORS CONNECTED TO AUTOMATIC VALVES AND WILL BE TIED INTO AUTOMATIC CONTROLLERS AS REQUIRED. THE IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE.

GRADING

ALL EARTHWORK WILL BE DONE SO THAT ALL MOISTURE DRAINS OFF AND AWAY FROM SIDEWALKS AND STRUCTURES. THE MAJORITY OF ONSITE DRAINAGE WILL DRAIN INTO THE RETENTION BASINS LOCATED ON SITE.



WALL PLAN



Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

March 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	March 1, 2016	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of the final plat entitled "Amended Plat of 'a Resubdivision of a Portion of Martin Acres' "a 2.36 acre property generally located at the northwest corner of Norwich Drive and Grand Avenue frontage Road.

Motion:

I move to approve the amending final plat entitled "Amended Plat of 'a Resubdivision of a Portion of Martin Acres' ".

Background:

O'Neil Engineering on behalf of Bill Klein, seeks approval of an amended plat to accommodate a recently built pottery resale facility. The expanded area will provide for additional parking as the performance of the operation has proven the need for additional parking.

Objective Analysis:

The proposed commercial expansion is well designed and meets the requirements of the City of Surprise Municipal Code. The additional parking will provide additional parking for this quickly expanding business while keeping street parking to a minimum. The original Final Plat was approved by City Council on January 20, 2015.

Policy Compliant:

The proposed Final Plat is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS15-508 - Pottery Place Phase 2 - FPA - Staff Report](#)
 - ☐ [01 - FS15-508 - Pottery Place Phase 2 - FPA - Vicinity Maps](#)
 - ☐ [02 - FS15-508 - Pottery Place Phase 2 - FPA - Final Plat](#)
 - ☐ [03 - FS15-508 - Pottery Place Phase 2 - FPA - Luke AFB comments](#)
 - ☐ [04 - FS15-508 - Pottery Place Phase 2 - FPA - Presentation](#)
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	FS15-508
Project Name:	The Pottery Place, Phase 2
Council District:	1 – Acacia
Meeting Date:	March 1, 2016
Planner:	Hobart Wingard
Owner:	Bill Klein
Applicant:	O'Neil Engineering
Request:	A Final Plat to supplement the existing 1.77 commercial parcel to 2.36 acres providing additional parking.
Site Location:	Generally located on the northwestern corner of Norwich Drive and the Grand Avenue Frontage Road.
Site Size:	2.36 acres (approx.)
Density:	Not Applicable
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known
Findings:	• The proposed Final Plat is consistent with the Surprise General Plan 2035. • The proposed Final Plat is consistent with the City of Surprise Municipal Code. • The proposed Final Plat is consistent with the related Site Plan Amendment. • The reviewing agencies have indicated no objections to the request.

45
46 **PROJECT DESCRIPTION:**
47

48 O'Neil Engineering on behalf of Bill Klein of the Pottery Place, seeks approval of an assemblage of
49 parcels to increase the commercial lot area from approximately 1.77 acres to 2.36 Acres. Parking
50 will increase from 23 vehicle spaces to 64 spaces. Access will remain a single entrance off of the
51 Grand Avenue Frontage Road. A secondary emergency and delivery access is located to the rear of
52 the property that leads to an existing alley access.
53

54 **SUMMARY:**
55

56 The proposed parcel assemblage is well designed and meets the requirements of the City of
57 Surprise Municipal Code. The additional land area will provide additional parking as demonstrated
58 by customer turnout. The subject Final Plat is consistent with the related amended Site Plan being
59 processed by staff concurrently.
60

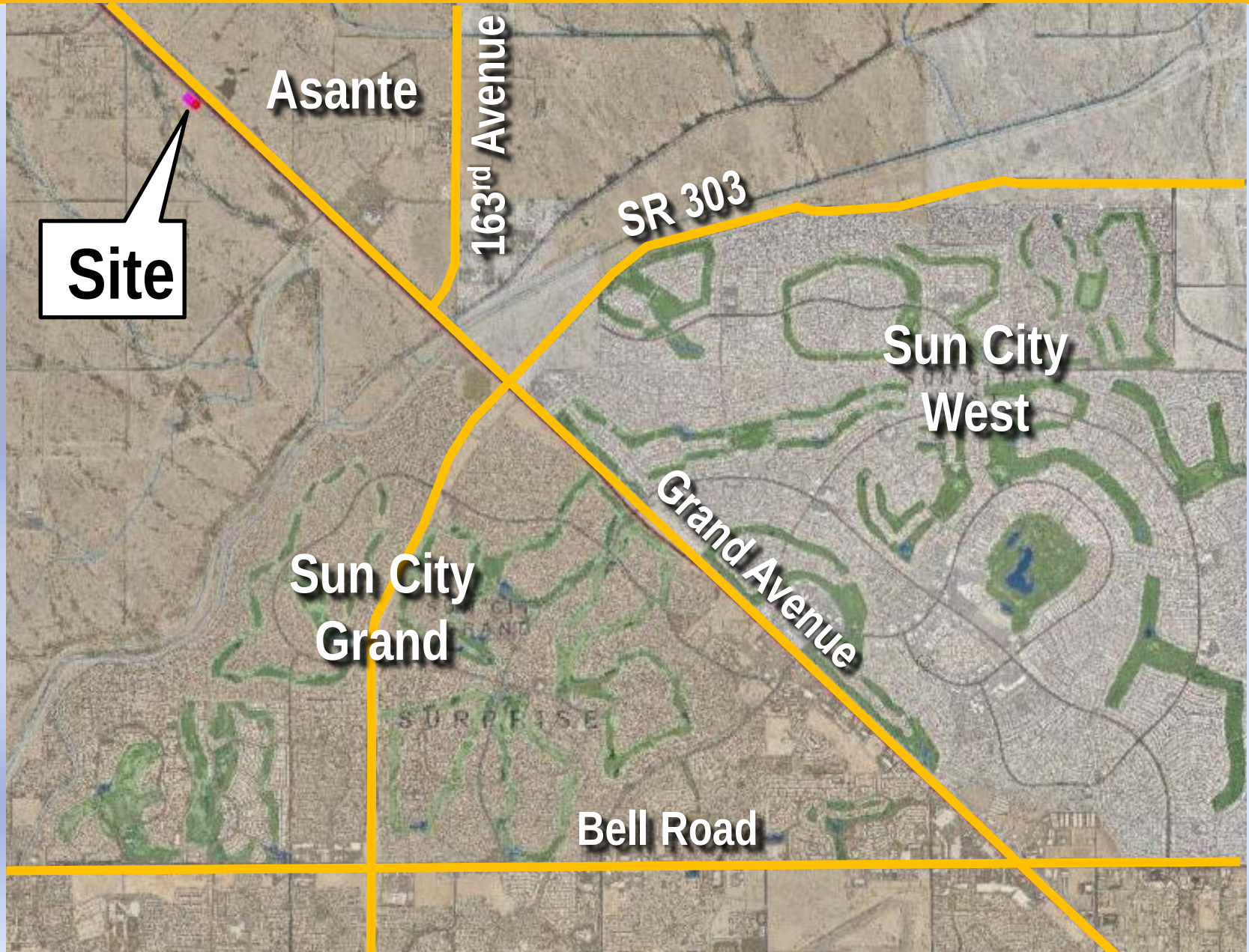
61 **FINDINGS:**
62

- 63 • The proposed Final Plat is consistent with the Surprise General Plan 2035.
64 • The proposed Final Plat is consistent with the City of Surprise Municipal Code.
65 • The proposed Final Plat is consistent with the related Site Plan Amendment.
66 • The reviewing agencies have indicated no objections to the request.
67

68 **Attachments:**
69

- 70 01 – Vicinity Maps (3 pages)
71 02 – Final Plat (2 pages)
72 03 – Luke AFB comments (1 page)

POTTERY PLACE VICINITY MAP



POTTERY PLACE VICINITY MAP

Martin
Acres

Site

Grand Avenue

Asante

163rd Avenue

Rural
Residential

W Deer Valley Road



POTTERY PLACE VICINITY MAP



AMENDED PLAT OF "A RESUBDIVISION OF A PORTION OF MARTIN ACRES"

AS RECORDED IN BOOK 1214 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS

BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

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

KNOW ALL PERSONS BY THESE PRESENTS: THAT WILLIAM J. KLEIN & KARIN J. KLEIN "OWNERS", HAVE SUBDIVIDED UNDER THE NAME "AMENDED PLAT OF A RESUBDIVISION OF A PORTION OF MARTIN ACRES" AS RECORDED IN BOOK 1214 OF MAPS, PAGE 50 OF MARICOPA COUNTY RECORDS, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "AMENDED PLAT OF A RESUBDIVISION OF A PORTION OF MARTIN ACRES" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, WILLIAM J. KLEIN & KARIN J. KLEIN, AS OWNERS HAVE HEREUNDER CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 20____. (WILLIAM J. KLEIN & KARIN J. KLEIN)

BY _____

ITS _____

ACKNOWLEDGMENTS

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

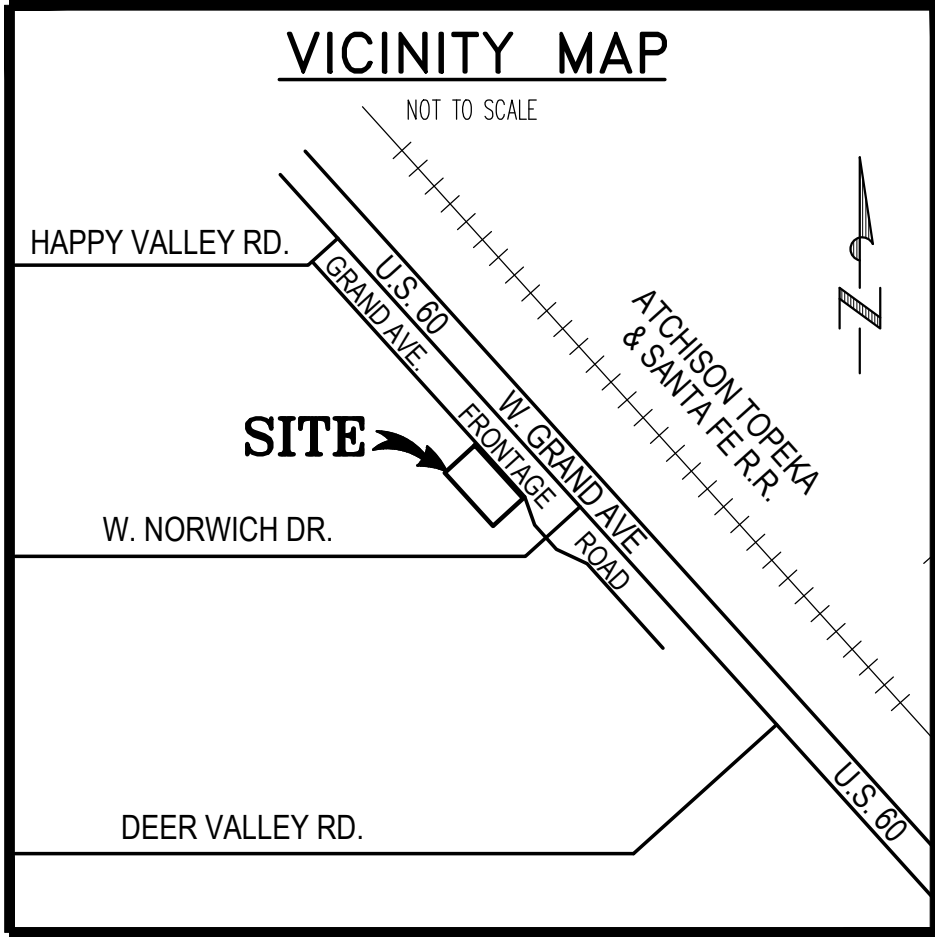
ON THIS _____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED

PERSONALLY APPEARED, _____ WHO HEREBY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF SCOTTSDALE HEALTH OFFICE PROPERTIES, LLC, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____



OWNER

THE POTTERY PLACE WAREHOUSE
24620 N. GRAND AVENUE
SURPRISE, ARIZONA 85387
WILLIAM J. KLEIN & KARIN J. KLEIN
623-214-9081

SOUND ATTENUATION AND OVERFLIGHT

PUBLIC NOTICE:

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

RELEASE OF LIABILITY:

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

RELEASE OF LIABILITY

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

CITY OF SURPRISE ENGINEER APPROVAL

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

THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ CITY ENGINEER _____ DATE _____

CITY OF SURPRISE COUNCIL APPROVAL

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

OF _____, 20____.

MAYOR DATE _____

ATTEST: _____

CITY CLERK DATE _____

WATER PROVIDER

BEARDSLEY WATER

NOTES

- THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND SALES CONTRACT, REPORT SHALL CONTAIN SUCH NOTE.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210 L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

FEMA NOTE

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 04013C1210 L, DATED OCTOBER 16, 2013, THE SUBJECT PROPERTY IS LOCATED ENTIRELY IN ZONE X. ZONE X (OTHER AREAS) DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

LEGEND/ABBREVIATIONS

_____	BOUNDARY LINE
_____ - - _____	ADJACENT PROPERTY / RIGHT OF WAY
_____ - - _____	EXISTING ROAD CENTERLINE/MONUMENT LINE
⊗	MONUMENT FOUND (AS NOTED)
⊙	PROPERTY CORNER FOUND (AS NOTED)
ESMT	EASEMENT
M	MEASURED DIMENSION
R/W	RIGHT OF WAY
R	RECORD DIMENSION
EX.	EXISTING
A.P.N.	ASSESSOR'S PARCEL NUMBER
DKT	DOCKET
PG	PAGE
M.C.R.	MARICOPA COUNTY RECORDER

LEGAL DESCRIPTION (ORIGINAL PARCELS)

PARCEL NO.1:

LOT 66, A RESUBDIVISION OF A PORTION OF MARTIN ACRES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1214 OF MAPS, PAGE 50;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO STATE OF ARIZONA IN WARRANTY DEED RECORDED FEBRUARY 28, 2000 AS DOCUMENT NO. 2000-95200; AND EXCEPTING THEREFROM ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT TO THE LAND.

AND

EXCEPTING THEREFROM THAT PORTION CONVEYED TO STATE OF ARIZONA IN WARRANTY DEED RECORDED SEPTEMBER 16, 1999 AS DOCUMENT NO. 99-868529; AND EXCEPTING THEREFROM ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT TO THE LAND.

PARCEL NO.2:

LOT 16, MARTIN ACRES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 65 OF MAPS, PAGE 47;

EXCEPTING THEREFROM THAT PORTION OF LOT 16, CONVEYED TO STATE OF ARIZONA IN WARRANTY DEED RECORDED SEPTEMBER 16, 1999 AS DOCUMENT NO. 99-0618261; AND EXCEPTING THEREFROM ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT TO THE LAND.

BASIS OF BEARING

S89°52'14"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, PER THE PLAT OF RECORD FOR MARTIN ACRES AS RECORDED IN BOOK 65 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS, ARIZONA.

AREA

SITE CONTAINS 102,772 SQUARE FEET OR 2.3593 ACRES, MORE OR LESS (NET AREA)

BENCHMARK

CITY OF SURPRISE B.M. F2

1 INCH BRASS PIN STAMPED "SURPRISE_F2_19820" SET ON THE SOUTHERLY CONCRETE BASE OF "WICKENBURG" DIRECTIONAL SIGN ON THE EASTERLY SIDE OF US 60, FACING NORWICH DRIVE.

ELEVATION = 1395.18 (NAVD 88 DATUM)

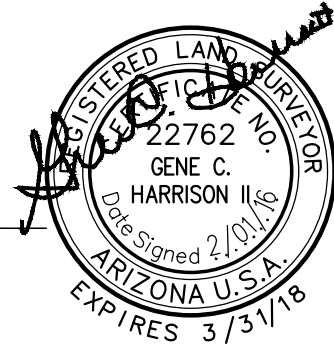
CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER 2015; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REFERENCED.

GENE C. HARRISON, R.L.S. #22762

2-01-2016

DATE



O'NEILL ENGINEERING, L.L.C.
Engineering • Planning • Surveying • SUE

2001 West Camelback Road, Suite 200 Phoenix, AZ 85015
Phone 602.242.0020 Fax 602.242.5722
www.oneilling.com

AMENDED PLAT OF "A RESUBDIVISION OF A PORTION OF MARTIN ACRES"
CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

AMENDED RESUBDIVISION

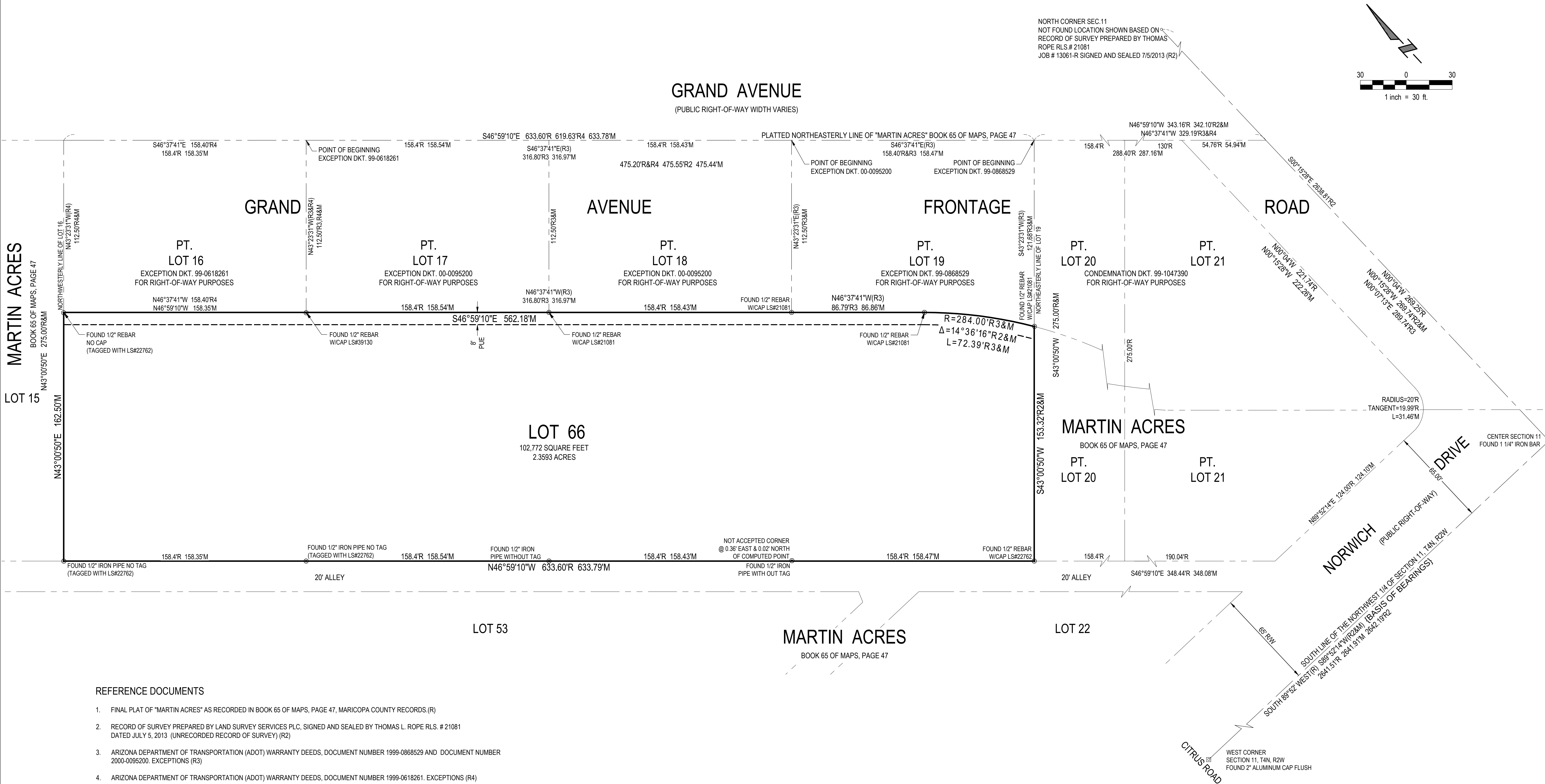
Revision	Description
(No)	Date

Proj No:	2014.312.003
Date:	2016/02/01
Designed By:	MWP
Drawn By:	MWP
Scale:	NTS
Sheet:	1 of 2

AMENDED PLAT OF "A RESUBDIVISION OF A PORTION OF MARTIN ACRES"

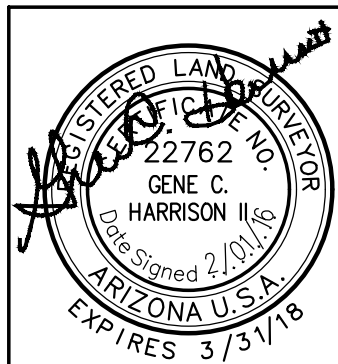
AS RECORDED IN BOOK 1214 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS

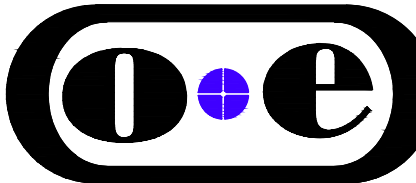
BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



REFERENCE DOCUMENTS

- FINAL PLAT OF "MARTIN ACRES" AS RECORDED IN BOOK 65 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS, (R)
- RECORD OF SURVEY PREPARED BY LAND SURVEY SERVICES PLC, SIGNED AND SEALED BY THOMAS L. ROPE RLS. # 21081 DATED JULY 5, 2013 (UNRECORDED RECORD OF SURVEY) (R2)
- ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) WARRANTY DEEDS, DOCUMENT NUMBER 1999-0868529 AND DOCUMENT NUMBER 2000-0095200. EXCEPTIONS (R3)
- ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) WARRANTY DEEDS, DOCUMENT NUMBER 1999-0618261. EXCEPTIONS (R4)
- WARRANTY DEED AS RECORDED IN DOCUMENT 2013-0623538, MARICOPA COUNTY RECORDS. (APN: 503-72-017A & APN: 03-72-018A)
- WARRANTY DEED AS RECORDED IN DOCUMENT 2013-0628375, MARICOPA COUNTY RECORDS. (APN: 503-72-019)
- WARRANTY DEED AS RECORDED IN DOCUMENT 2009-0465517, MARICOPA COUNTY RECORDS. (APN: 503-72-016) RE-RECORDING OF RESOLUTION NO. 2006-04-A-017 WICKENBURG-PHOENIX HIGHWAY. EXCEPTION, LOT 16
- JOINT TENANCY DEED AS RECORDED IN DOCUMENT 10596 PAGE 0893, MARICOPA COUNTY RECORDS. (APN: 503-72-020) ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) ORDER FOR IMMEDIATE POSSESSION, DOCUMENT NUMBER 1999-1047390. EXCEPTION, LOTS 20 AND 21
- MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT) GIS SURVEY POINT REPORT (WWW.FED.MARICOPA.GOV) LAND SURVEY SECTION. REFERENCE POINT NAME 63075-1M.



AMENDED RESUBDIVISION		AMENDED PLAT OF "A RESUBDIVISION OF A PORTION OF MARTIN ACRES" CITY OF SURPRISE MARICOPA COUNTY, ARIZONA	
O'NEILL ENGINEERING, L.L.C. Engineering • Planning • Surveying • SUE		 Engineering Answers	
2001 West Camelback Road, Suite 200 Phoenix, AZ 85015 Phone: 602.242.0020 Fax: 602.242.5722 www.oneilleng.com		Proj No: 2014.312.003 Date: 2016/02/01 Designed By: * Drawn By: JHVD Scale: 1"=30' Sheet: 2 of 2	



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

28 December 2015

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

Ms. Jamie Sullivan
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: Case #FS15-508: The Pottery Place Warehouse Parking Expansion

Dear Ms. Sullivan

Thank you for the opportunity to provide comments on the Amended Final Plat application for The Pottery Place Warehouse Parking Expansion. The warehouse is located at 17587 W. Grand Ave., in Surprise AZ. The request is for the PPW to construct a new parking lot with drive aisles and covered parking, a six foot high wall along the property line, and a seven foot high wrought iron fence on the frontage road property line at the existing warehouse site.

The property falls 2.2 miles outside the Luke AFB Auxiliary Field #1 2004 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461. As described, the parking expansion will not negatively impact the flying operations at Luke AFB.

If you have any questions, please contact my Community Planner, Ms. Barbara Plante, at (623) 856-9981.

Sincerely

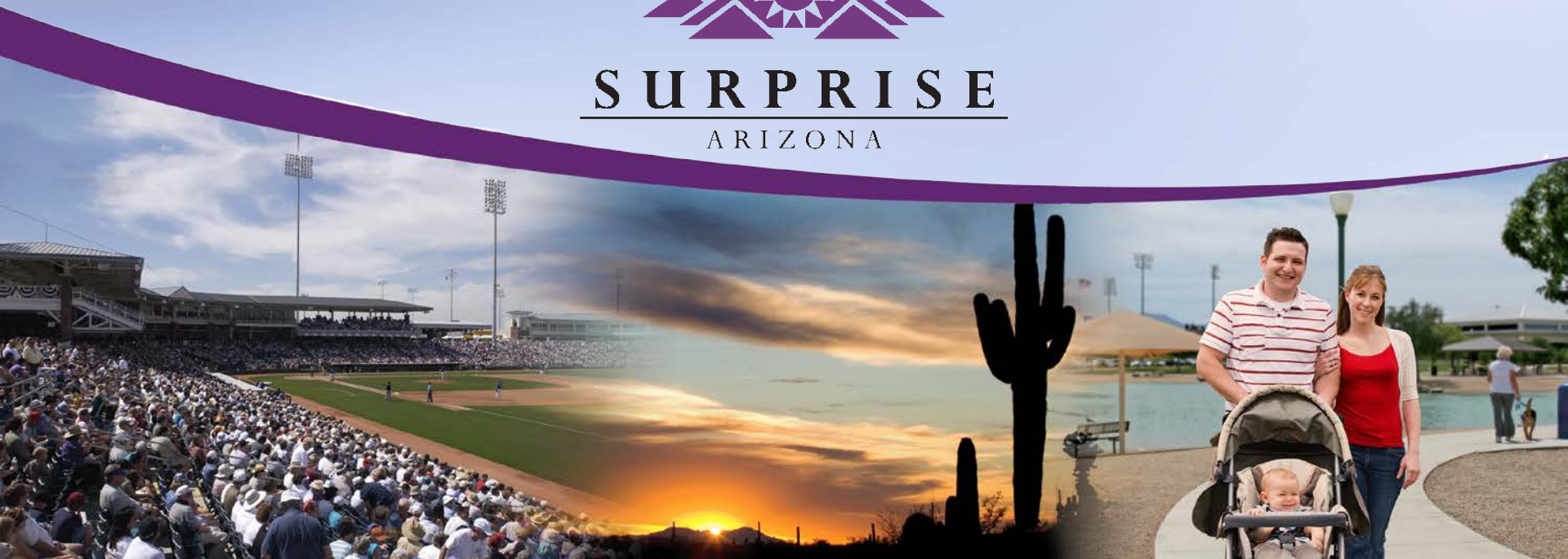
for Barbara S Plante
JAMES R. MITCHELL

cc:

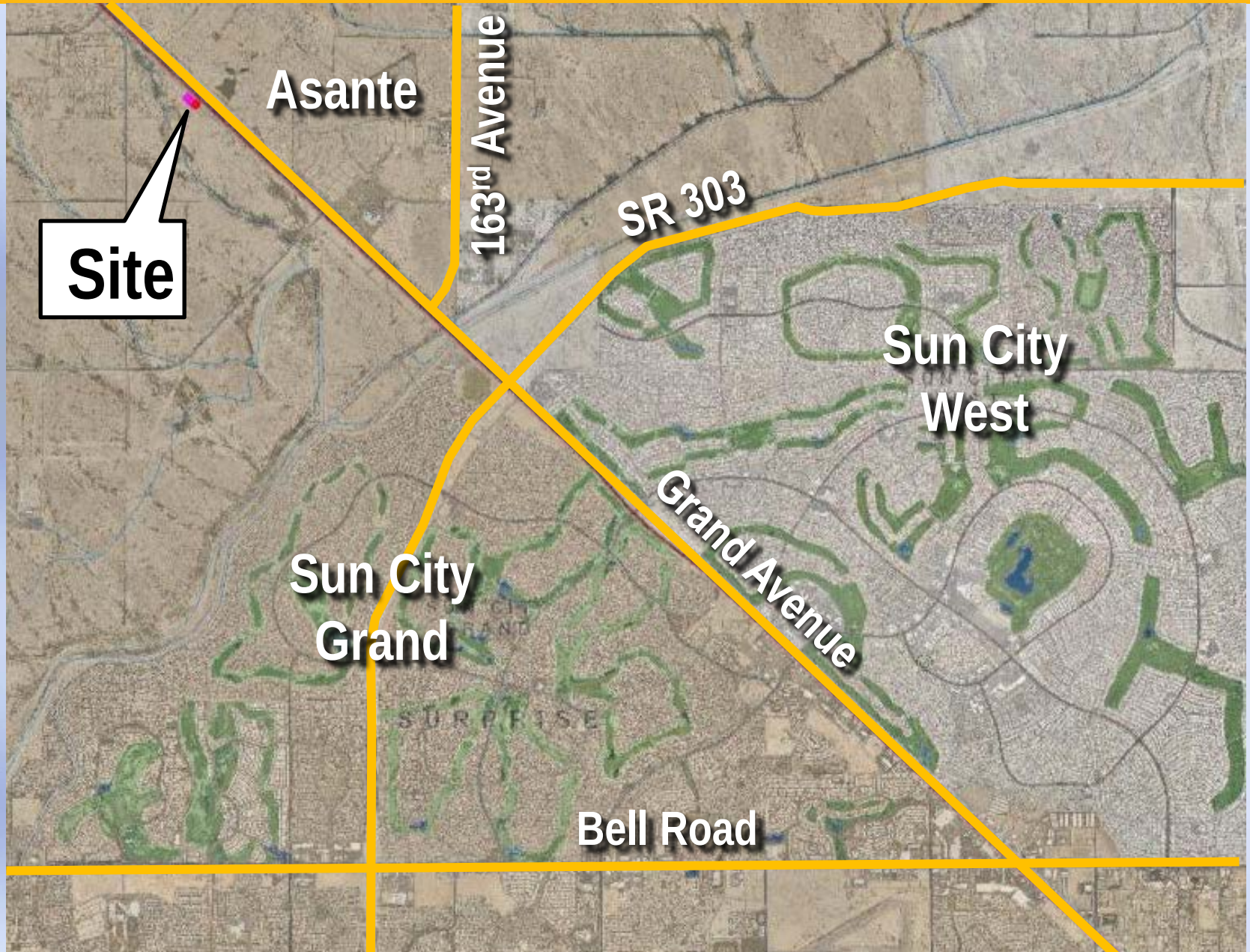
Colonel David G. Shoemaker, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

The Pottery Place, Phase 2 City Council

March 1, 2016



POTTERY PLACE VICINITY MAP



POTTERY PLACE VICINITY MAP

Martin
Acres

Site

Grand Avenue

Asante

163rd Avenue

Rural
Residential

W Deer Valley Road



POTTERY PLACE VICINITY MAP



PREVIOUS SITE PLAN

FIGURE AZ 0806
PI 602 2-0-0020

Grand Avenue

Grand Avenue Frontage Road

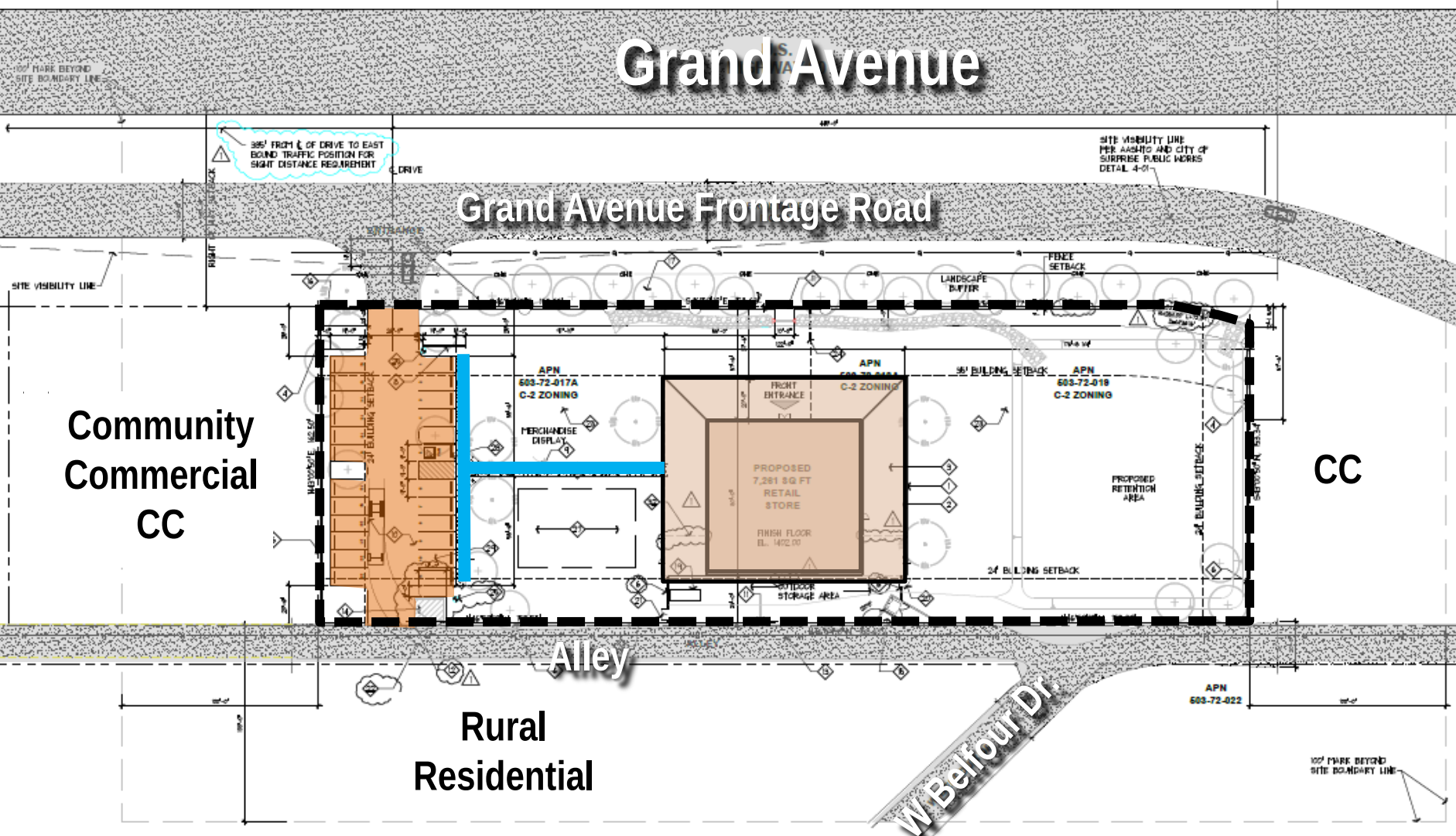
**Community
Commercial
CC**

CC

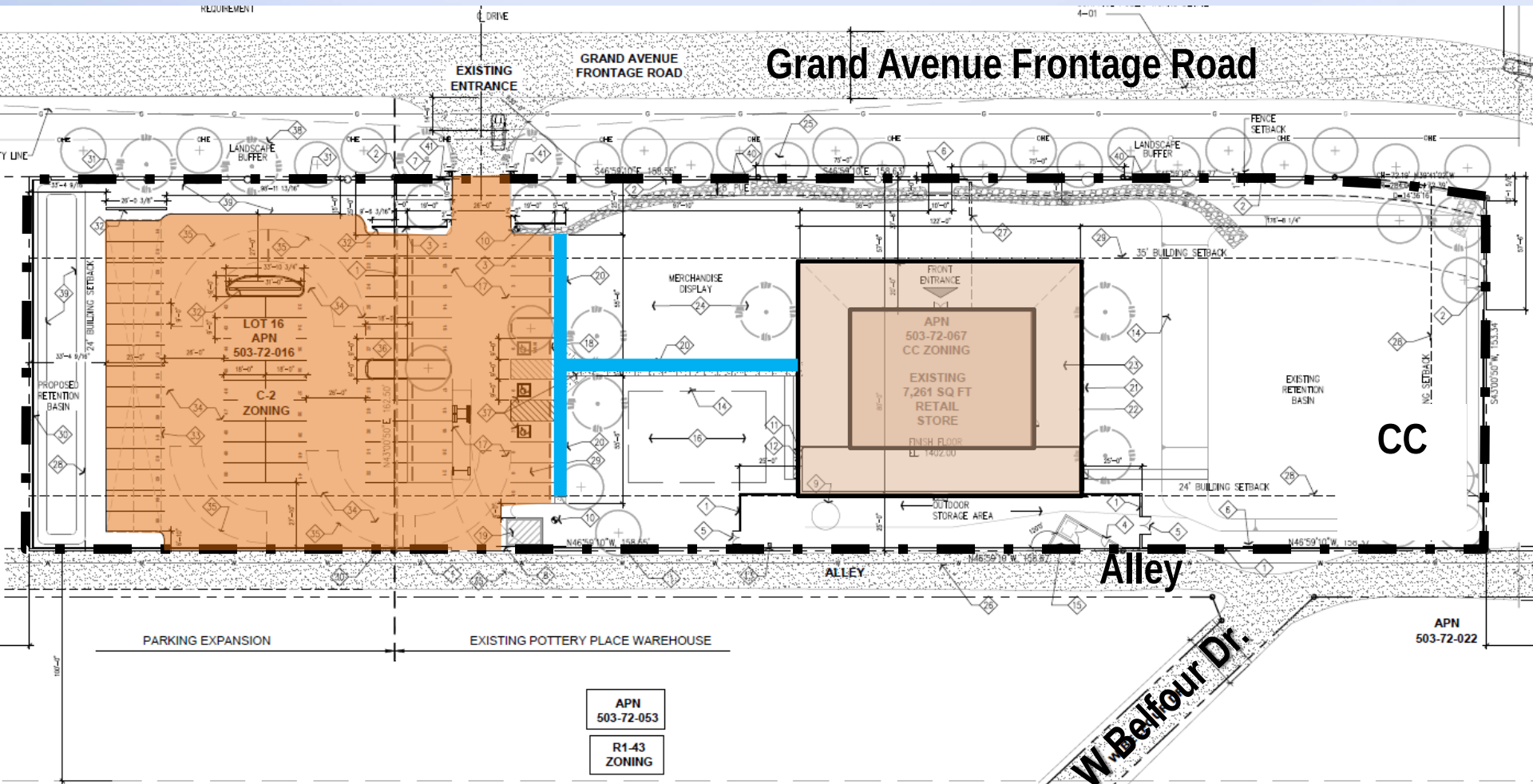
Alley

**Rural
Residential**

W Belfour Dr



PROPOSED SITE PLAN



NORTH CORNER SEC.11
NOT FOUND LOCATION SHOWN BASED ON
RECORD OF SURVEY PREPARED BY THOMAS
ROPE RLS.# 21081
JOB # 13061-R SIGNED AND SEALED 7/5/2013 (R2)

LOT 22

PROPOSED FINAL PLAT



AMENDED PLAT OF "A RESUBDIVISION OF A PORTION OF MARTIN ACRES"

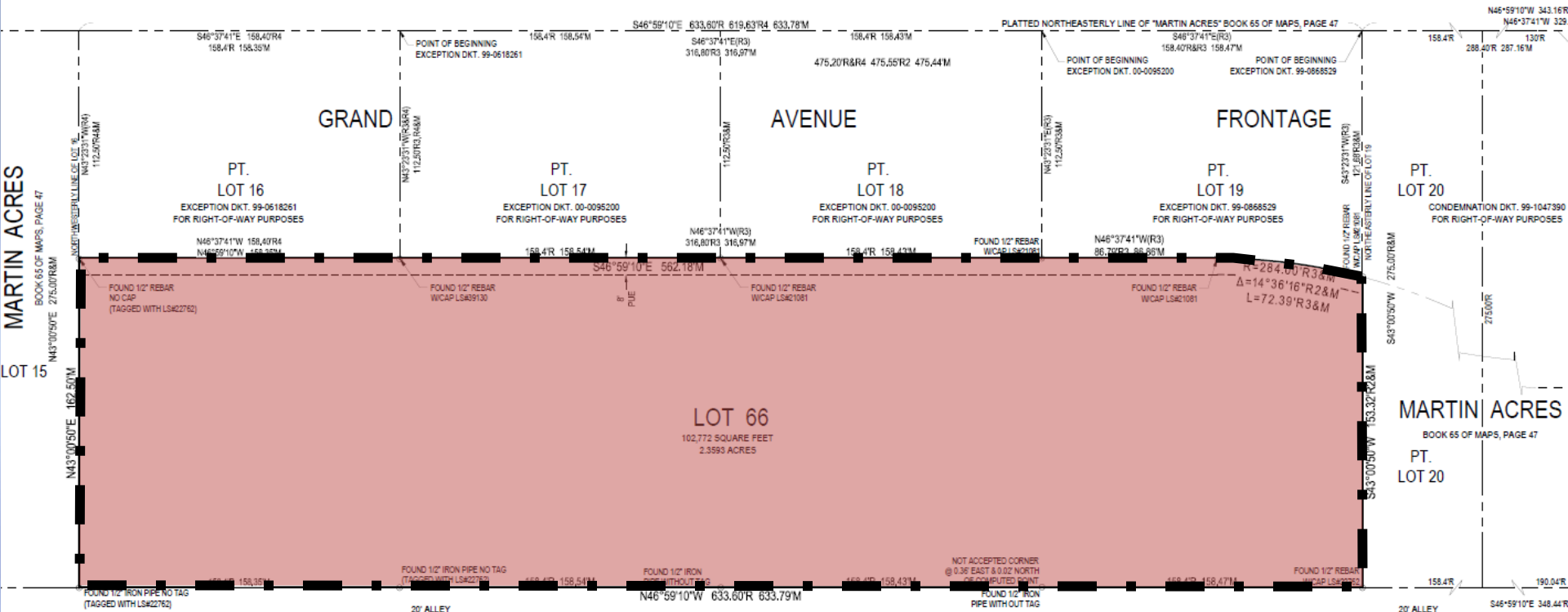
AS RECORDED IN BOOK 1214 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS

BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

NORTH CORNER SEC. 11
NOT FOUND LOCATION SHOWN BASED ON
RECORD OF SURVEY PREPARED BY THOMAS
ROPE RLS # 21081
JOB # 13061-R SIGNED AND SEALED 7/5/2013 (R2)

GRAND AVENUE

(PUBLIC RIGHT-OF-WAY WIDTH VARIES)



Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

March 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	March 1, 2016	Contact Person:	Terry Young, Chief of Police
Submitting Department:	Police	District:	Citywide
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to acceptance of a Victim of Crime Act grant and a Fiscal Year 2016 budget amendment reallocating appropriations of \$47,000.00 to account for increased grant funding; Resolution # 2016-26.

Motion:

I move to approve Resolution # 2016-26.

Background:

The Police Department has been awarded federal grant funding in the amount of \$97,000 from the Arizona Department of Public Safety for salary expenses of the Department's Victim Assistance Program Coordinator, a part-time victim advocate, and training for the Victim Assistance employees and volunteers. The City is required to provide a match of \$24,200 cash or in-kind funds for fringe benefits expense. The VOCA grant is renewable on a year-to-year basis. Allowable services by the Victim Assistance Unit include (1) response to emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security.

Objective Analysis:

This grant pays a portion of the current victim advocate's salary, allows funds for the hiring of a part-time victim advocate, and provides funding for training for employees and volunteers within the Victim Assistance Unit.

Policy Compliant:

This request is consistent with the City and Council policy and practice of supplementing the general fund budget through use of grant funds when reasonable to do so.

Financial Impact:

This one-time grant award is \$97,000 for personnel, travel, and training with a grant match requirement

of \$24,200 which will be met with the Police Department's General Fund operating budget for a total project amount of \$121,200.

Budget Impact:

Receipt of VOCA grant funding in the amount of \$50,000 was included as a part of the FY2016 budget. Due to the final award being greater than estimated, a reallocation of \$47,000 within Grants Fund contingency will be done to align the project's budget with the actual grant award. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

This item will impact the current staff levels upon the hiring of a part-time victim advocate, by .5 FTE.

ATTACHMENTS:

Click to download

- ☐ [2015-2016 Victims of Crime Act \(VOCA\) Grant](#)
 - ☐ [2015-2016 Award Letter](#)
 - ☐ [RFLS 4996](#)
 - ☐ [Resolution 2016-26](#)
-

Subgrant Award Agreement Attachments

1. **Subgrant Award Agreement.** This agreement shall be signed by the authorized officials listed on the signature page. Return the *entire* agreement with original signatures to DPS. A copy will be mailed to you once it has been signed by the DPS Director.
2. **Certification Form (EEOP).** Complete and sign the Equal Employment Opportunity Plan (EEOP) Certification Form and return to DPS with the Award Agreement.
3. **Certification Regarding Lobbying.** Any subgrantee that receives over \$100,000 in federal funding in a fiscal year shall complete, sign and return this form certifying that it shall comply with "New Restrictions on Lobbying," 28 CFR Part 69. If your agency receives less than \$100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
4. **Disclosure of Lobbying Activities.** Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has engaged in reportable federal lobbying activities shall complete and return this form to disclose those activities. Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has not engaged in reportable federal lobbying activities shall mark "Not Applicable," sign and return this form. If your agency receives less than \$100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
5. **Certification Regarding Debarment.** This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension," 28 CFR Part 67, Section 67.510, participants' responsibilities. This certifies that your agency is eligible to receive a federal grant, and that neither your agency nor its employees have been debarred from doing business with the federal government. This completed certification shall be returned to DPS with the signed Award Agreement.
6. **Federal Civil Rights Requirements.** In accordance with Federal regulations and as a condition of award, your organization shall comply with all applicable Federal Civil Rights requirements of nondiscrimination. This completed certification shall be returned to DPS with the signed Award Agreement.
7. **Proof of Nonprofit Status.** Nonprofit subgrantee agencies shall provide proof of nonprofit status by providing the relevant documentation as outlined in the attached document. This documentation shall be returned to DPS with the signed Award Agreement.
8. **Proof of Federally Negotiated Indirect Cost Rate or Certification regarding de minimis rate of 10% of Modified Total Direct Costs (MTDC) eligibility.** Any subgrantee awarded indirect costs based on a federally negotiated indirect cost rate shall provide a copy of the Indirect Cost Negotiated Agreement. This documentation shall be returned to DPS with the signed Award Agreement. Any subgrantee awarded indirect costs based on a de minimis rate of 10% of MTDC shall complete the attached certification regarding its eligibility.
9. **Accounting System and Financial Capability Questionnaire.** Adequate accounting systems shall meet criteria as outlined in the OJP Financial Guide. Subgrantees shall complete the Accounting System and Financial Capability Questionnaire and return it to DPS with the signed Award Agreement.
10. **Certification Regarding Non-Supplanting.** State and local governmental subgrantees shall certify the agency's adherence to the prohibition against supplanting of State or local funds with Federal funds. This completed certification shall be returned to DPS with the signed Award Agreement.
11. **Subgrant Award Report (SAR).** Complete the Subgrant Award Report as it pertains to this award and return to DPS with the signed Award Agreement.

ARIZONA DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT (VOCA)
VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT #2014-VA-GX-0018
CFDA #16-575
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: City of Surprise Police Department

ADDRESS: 14250 W. Statler Plaza

CITY: Surprise STATE: AZ ZIP: 85374-7473

2015/2016 AWARD AMOUNT: \$96,951

2015/2016 REQUIRED MATCH (NON-FEDERAL SOURCE): \$24,238

PROJECT PERIOD: 10/01/2015 to 09/30/2016

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 USC 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the attached general conditions and applicable special conditions; the most recent version of the Office of Justice Programs Financial Guide; OMB circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964 (42 USC § 2000d and 28 CFR § 42.101 et seq); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq); the Age Discrimination Act of 1975 (42 USC § 6102 and 28 CFR § 42.700 et seq); Title IX of the Education Amendments of 1972 (20 USC § 1681 and 28 CFR pt 54); the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d and 28 CFR § 42.201 et seq); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); Section 1407 of the Victims of Crime Act of 1984 (42 USC § 10604(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC §12131-34 and 28 CFR pt. 35); and Equal Treatment for Faith-Based Organizations (28 CFR pt 38 and Executive Order 13279); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

DPS Grant Agreement No. 2014-259

The Arizona Department of Public Safety agrees to pay subrecipient the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

- 1.0 Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:
- 1.1 "Agreement" means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
 - 1.2 "Agreement Amendment" means a written online document approved by the Arizona Department of Public Safety that is requested by the subrecipient agency for the purpose of making changes in the agreement.
 - 1.3 "Application" means a written online Request for Grant Application (RFGA).
 - 1.4 "Days" means calendar days unless otherwise specified.
 - 1.5 "Direct Service" means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
 - 1.6 "Director" means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
 - 1.7 "DPS" means the Arizona Department of Public Safety.
 - 1.8 "Grant" means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
 - 1.9 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10 "Match" means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match shall be from a non-Federal source.
 - 1.11 "Project" means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.
 - 1.12 "Services" means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.
 - 1.13 "State" means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.
 - 1.14 "Subgrant award agreement" means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
 - 1.15 "Subrecipient" means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.

1.16 "VOCA" means Victims of Crime Act of 1984, as amended, 42 USC 10601, et seq.

2.0 Subgrant award agreement interpretation.

2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.

2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.2.1 Special Conditions;

2.2.2 General Conditions;

2.2.3 DPS / VOCA Guidelines;

2.2.4 Federal VOCA Guidelines; OJP Financial Guide; applicable OMB circulars; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.

2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.

2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.

2.5 No parol evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.6 No waiver. Either party's failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Subgrant award agreement administration and operation.

3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 2002, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Equal Treatment for Faith-Based Organizations.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. In accordance with Department of Justice guidance, recipients (and subrecipients) of Federal financial assistance shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).

3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they shall be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in

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them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

- 3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.
- 3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.
- 3.2 Certification Regarding Lobbying. Subrecipient agencies entering into a VOCA grant or cooperative agreement over \$100,000 shall certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipient agencies shall disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.
 - 3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- 3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:
 - 3.3.1 Monthly financial report due the 15th of each month;
 - 3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
 - 3.3.3 Annual narrative report due 30 days following the close of the grant period;
 - 3.3.4 DPS victim assistance survey due annually upon request; and
 - 3.3.5 Year-end Amendment Agreement, if applicable, due 30 days following the close of the grant period.

Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.
- 3.3.6 If DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.
- 3.4 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31 of the seventh year following the year indicated in the Federal Grant Number of this Subgrant Award Agreement. (Federal Grant #2014-VA-GX-0018 plus seven years – keep through March 31 of that seventh year). In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice's Office for Victims of Crime and/or the Office of the Chief Financial Officer (or their representatives) to review all of the subrecipient's records concerning this grant project.
- 3.5 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient's procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this subgrant award agreement in accordance with the OJP Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient's

application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.

- 3.6 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.
- 3.7 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.8 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.
- 3.9 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 F.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.
- 3.10 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form 990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 3.11 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit organization, and by providing either - 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General's Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency's Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.
- 3.12 Potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds.

No subrecipient under this award may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 3.13 Prohibited activities. The following activities are prohibited under this subgrant award agreement:
1. New construction.
 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain.
 3. A renovation which will change the basic prior use of a facility or significantly change its size.
 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
 5. Implementation of a program involving the use of chemicals.

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- 3.14 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 3.15 System for Award Management. The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website (www.sam.gov).
- 4.0 Cost and Payments.**
- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.
- 4.2 Match waiver. Any award made with a match waiver pending approval from the U.S. Department of Justice is subject to reduction if the match waiver is not approved.
- 4.3 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget may be subject to immediate cancellation. The subrecipient shall not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.
- 4.4 No charge to victims. Subrecipients shall provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.
- 4.5 On-call time. The subrecipient shall not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.
- 4.6 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 USC 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.
- 4.7 Mandated services. The subrecipient shall not utilize VOCA funds to support legally mandated services.
- 4.8 Funds management. The subrecipient shall provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.
- 4.9 Unexpended funds. The subrecipient shall immediately contact DPS to make arrangements to amend its budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.10 Matching funds. The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The subgrant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.

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- 4.11 Training and conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.12 Prohibited expense. The subrecipient shall not utilize VOCA funds, either directly or indirectly, in support of any contract with the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- 4.13 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- 4.14 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient shall promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

5.0 Subgrant Award Agreement Changes.

- 5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the subrecipient's application shall be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

6.0 Indemnification.

Subrecipient Indemnification. The parties to this subgrant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the subrecipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

7.0 Grant Remedies.

- 7.1 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.
- 7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall submit written documentation to DPS explaining steps taken to initiate the

project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient shall submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

8.0 Grant Termination.

- 8.1 Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the cancellation notification.
- 8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.
- 8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.
- 8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification.
- 8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contract start date, 40% within 7 months, and 70% within 10 months. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.
- 8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes (Title 41).

10.0 Other Service Requirements.

- 10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.
- 10.2 Demographics. The subrecipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.
- 10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.
- 10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.
- 10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).
- 10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module (<http://www.azcjc.gov/ACJC.Web/victim/cbttraining.aspx>). If training has not been received, the subrecipient shall arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have received victims' rights training from the Arizona Attorney General's Office.
- 10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient shall ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. The use of volunteers is a current and ongoing requirement for all projects.
- 10.10 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice (DOJ) encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**2015 - 2016
APPROVED BUDGET**

Budget line items:	Federal	Match	Total
Salaries and Wages	\$75,837	\$15,938	\$91,775
Fringe Benefits	\$19,364	\$ 8,300	\$27,664
Travel	\$ 0	\$ 0	\$ 0
Professional/Outside Services	\$ 0	\$ 0	\$ 0
Equipment	\$ 0	\$ 0	\$ 0
Other Operating	\$ 1,750	\$ 0	\$ 1,750
Total	\$96,951	\$24,238	\$121,189

For the Arizona Department of Public Safety:

Frank L. Milstead, Colonel
Director
Arizona Department of Public Safety

Date

This Subgrant Award Agreement has been approved as to form by the Arizona Department of Public Safety Legal Section as of December 16, 2015.

For the Subrecipient:

Project Director:

Signature: _____
John Poorte, Commander Criminal Investigations

Date: _____

Authorizing Official:

Signature: _____
Terry Young, Police Chief

Date: _____

Approved as to form:

Attorney for Subrecipient (optional)

**Arizona Department of Public Safety
Victims of Crime Act (VOCA) Administration**



Certification Regarding Lobbying

Applicants should review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69 "New Restrictions on Lobbying". The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transactions, grant, or cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

☐ Not Applicable (Check box if subrecipient's VOCA award is less than \$100,000. Whether certification is applicable or not, complete the information below.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

Subrecipient (organization) name: _____

Address: _____

DPS Contract #: _____ Federal Employer Identification #: _____

Printed Name & Title of Authorizing Official: _____

Signature: _____ Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ ☐ Not Applicable Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions (Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Arizona Department of Public Safety Victims of Crime Act (VOCA) Administration



Complying with Federal Civil Rights Program Requirements

Ensuring Access to Federally Assisted Programs

Federal laws prohibit recipients (and subrecipients) of federal financial assistance from discrimination on the basis of race, color, national origin, religion, sex, or disability in funded program or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients (and subrecipients) of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please refer to <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please go to the Office for Civil Rights website at http://ojp.gov/about/ocr/equal_fbo.htm.

Nondiscrimination Notification

DPS-VOCA subrecipient agencies must have a method of notifying employees, clients, customers, or program participants that the subrecipient agency does not discriminate in employment practices or delivery of services, and must have a written policy that includes the procedures for filing a complaint, and the names and contact information for the agencies that receive complaints.

Discrimination Complaints

Employees, clients, customers, or program participants of a DPS-VOCA subrecipient who wish to file a complaint of discrimination, may file a complaint directly with the subrecipient; or with the Arizona Department of Public Safety VOCA Administration Unit (http://www.azdps.gov/Services/Crime_Victims/); the Arizona Office of the Attorney General, Office for Civil Rights (http://www.azag.gov/civil_rights/); or the Office for Civil Rights (OCR), Office of Justice Programs, Department of Justice (<http://www.justice.gov/crt/>).

Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the grounds of race, color, national origin, religion, or sex, your organization must submit a copy of the finding to OCR for review, with a copy to DPS-VOCA.

I, _____ (printed name of responsible official), certify that the
_____ (name of subrecipient organization) will comply with the Federal Civil
Rights Program requirements as outlined above.

Responsible Official's Title: _____ DPS Contract Number: _____

Signature: _____ Date: _____

**Arizona Department of Public Safety
Victims of Crime Act (VOCA) Administration**



Proof of Nonprofit Status

Non-profit subgrantees shall demonstrate nonprofit status by any of the following means:

- (1) Provide proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- (2) A statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- (3) A certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
- (4) Any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

This documentation shall be returned to DPS with the signed Award Agreement.

I certify _____ (name of subrecipient organization) is a nonprofit agency and attached is documentation demonstrating proof of nonprofit status according to the requirements outlined in item number _____ listed above.

Signature of Authorizing Official

Printed Name and Title of Authorizing Official

Date

**Arizona Department of Public Safety
Victims of Crime Act (VOCA) Administration**



**Certification regarding eligibility for
de minimis rate of 10% of Modified Total Direct Costs (MTDC)**

Pursuant to § 200.414 Indirect (F&A) Costs of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph (d)(1)(B), may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in § 200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Additionally, pursuant to § 200.414(g), any non-Federal entity that has a federally negotiated indirect cost rate may apply for a one-time extension of a current negotiated indirect cost rate for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate.

I certify to the best of my knowledge _____ (name of subrecipient organization) has never received a federally negotiated rate and will conform to the requirements listed above when utilizing the de minimis rate of 10% of modified total direct costs (MTDC).

Signature of Authorizing Official

Printed Name and Title of Authorizing Official

Date

**Arizona Department of Public Safety
Victims of Crime Act (VOCA) Administration**



Certification regarding Non-Supplanting

As outlined in the U.S. Department of Justice, Office of Justice Programs, Federal Financial Guide, Federal funds must be used to **supplement** existing State and local funds for program activities and must not supplant those funds that have been appropriated for the same purpose. Furthermore, supplanting is defined as "to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose."

The following example is provided in the Federal Financial Guide to help clarify the difference between supplementing and supplanting:

State funds are appropriated to hire 50 new police officers, and Federal funds are awarded for hiring 60 new police officers. At the end of the year, the State has hired 60 new police officers, and the Federal funds have been exhausted. The State has not used its funds towards hiring new officers, but instead reduced its appropriation for that purpose and assigned or appropriated the funds to another purpose. In this case, the State has supplanted its appropriation with the Federal funds. If supplanting had not occurred, 110 new officers would have been hired using Federal funds for 60 officers and State funds for 50 officers.

As a subrecipient of Victims of Crime Act (VOCA) Assistance funds, each agency shall certify its understanding of and adherence to the prohibition against supplanting of State or local funds with Federal funds.

I certify that the _____ (name of subrecipient organization)

will comply with the prohibition against supplanting as outlined above.

Signature of Authorizing Official

Printed Name and Title of Authorizing Official

Date



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE**

SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated (<i>month, day, year</i>)	b. Principle officers Titles
c. Employer Identification Number:	
d. Number of Employees Full Time: Part Time:	

2. Is the firm affiliated with any other firm: ☐ Yes ☐ No
If "yes", provide details: this is the first line
this is the second line

3. Total Sales/Revenues in most recent accounting period. (*12 months*)
\$

SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? ☐ Yes ☐ No

a. If yes, provide name, and address of Agency performing review:

b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.

Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.

2. Which of the following best describes the accounting system: ☐ Manual ☐ Automated ☐ Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant? ☐ Yes ☐ No ☐ Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget? ☐ Yes ☐ No ☐ Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective? ☐ Yes ☐ No ☐ Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses? ☐ Yes ☐ No ☐ Not Sure

7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

- | | | | |
|--|------------------------------|-----------------------------|-----------------------------------|
| a. Total funds available for a grant? | ☐ Yes | ☐ No | ☐ Not Sure |
| b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)? | ☐ Yes | ☐ No | ☐ Not Sure |

8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants? ☐ Yes ☐ No ☐ Not Sure

Subgrant Award Report (SAR)

Subrecipient Organization Name: _____

DPS-VOCA Contract # _____

Subrecipient Organization Type

INSTRUCTIONS: Check the appropriate box that best reflects your agency type.

A. Government Agencies Only: Which designation best describes this government agency (**select one response**)?

- ☐ Courts--
- ☐ Juvenile justice
- ☐ Law enforcement
- ☐ Prosecutor
- ☐ Other government agency

B. Nonprofit Organization Only: Which designation best describes this nonprofit organization (**select one response**)?

- ☐ Child abuse service organization (e.g., child advocacy center)
- ☐ Coalition (e.g., state domestic violence or sexual assault coalition)
- ☐ Domestic and family violence organization
- ☐ Faith-based organization
- ☐ Organization provides domestic and family violence and sexual assault services
- ☐ Organization by and/or for underserved victims of crime (e.g., drunk driving, homicide, elder abuse)
- ☐ Sexual assault services organization (e.g., rape crisis center)
- ☐ Multi-service agency
- ☐ Other type of organization serving victims of crime

C. Federally Recognized Tribal Governments, Agencies, and Organizations Only: Which designation best describes this tribal agency or organization (**select one response**)?

- ☐ Child abuse service organization (e.g., child advocacy center)
- ☐ Court
- ☐ Domestic and family violence organization
- ☐ Faith-based organization
- ☐ Juvenile justice
- ☐ Law enforcement
- ☐ Organization provides domestic and family violence and sexual assault services
- ☐ Prosecutor
- ☐ Sexual assault services organization (e.g., rape crisis center)
- ☐ Other justice-based agency
- ☐ Other agency that is NOT justice-based (e.g., human services, health, education)
- ☐ Organization by and/or for a specific traditionally underserved community
- ☐ Organization by and/or for underserved victims of crime (e.g., drunk driving, homicide, elder abuse)

D. Campus Organizations Only: Which designation best describes this campus organization (**select one response**)?

- ☐ Campus-based victims services
- ☐ Law enforcement
- ☐ Physical or mental health service program
- ☐ Other:

Staffing

INSTRUCTIONS: *Indicate your agency's total number of paid full-time equivalent staff for all victimization programs and/or services for the current fiscal year. This FTE count should include the VOCA funded staff as well as the agency's entire direct service staff.*

Number of Full Time Equivalent (FTE) Staff: _____

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:

Address:

Is agency a; ☐ Direct or ☐ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☐ Yes ☐ No

DUNS Number:

Vendor Number (only if direct recipient)

Name and Title of Contact Person:

Telephone Number:

E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees.

☐ Indian Tribe

☐ Medical Institution.

☐ Nonprofit Organization

☐ Educational Institution

☐ Receiving a single award(s) less than \$25,000.

I, _____ [responsible official],
certify that _____ [recipient]

is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply
with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible
official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review. I,

_____ [responsible official],
certify that _____

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

INSTRUCTIONS Completing the Certification Form Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list, including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).



DOUGLAS A. DUCEY
Governor

FRANK L. MILSTEAD
Director

ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

January 11, 2016

Linda K. Melendez
City of Surprise Police Department
14250 W. Statler Plaza
Surprise, AZ 85374-7473

RE: Fiscal Year 2015/2016 DPS-VOCA Award

Dear Mrs. Melendez:

Congratulations! Your agency has been awarded \$96,951 in DPS-VOCA funds for the 2015/2016 program year. Enclosed is the grant award agreement package for your DPS-VOCA grant. Please read and be familiar with the General and any applicable Special Conditions contained in the agreement.

Your agency has 60 days from the date of this letter to accept this offer by signing and returning the enclosed agreement and required certifications; however, reimbursement of VOCA grant funds will not be made until the entire agreement package has been returned to DPS and is fully negotiated. Please see the attached list of items associated with your Subgrant Award Agreement and further instructions for compliance with each item.

Please call me at (602) 223-2491 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Sheri Doll".

Sheri Doll
Grant Coordinator

RFLS NO:	4996
SUBMIT DATE:	1/28/2016

**SURPRISE CITY ATTORNEY
REQUEST FOR LEGAL SERVICES**

Please retain form with document throughout the entire process.

Requestor: Karen Cich

Department & Extension: Police Department, Ext. 24021

Contract Title: Subgrant Award Agreement to DPS

Date of Contract, Event/Performance: 2/8/2016

Description of Legal Services Requested: Grant review and resolution

Vendor Name, Address & Phone: AZ Department of Public Safety
2102 West Encanto Blvd, PO Box
6638 Phoenix 85005-6638 602-223
-2000

To Council? Yes, with
Resolution

If Yes, Council Meeting Date: 03/01/2016

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

RFLS Status: Approved

Attorney Comment:

Resolution completed, finance amendment and approval obtained and ready to put into NOVUS.

HAROLD.BRADY

2/2/2016

2/2/2016 11:28:34 AM

City Attorney's Office

Date

2/2/2016 11:28:34 AM

RESOLUTION # 2016-26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$47,000 WITHIN THE GRANTS AND CONTINGENCY FUND FOR THE PURPOSES OF ADJUSTING BUDGET AUTHORITY RELATED TO AN ARIZONA DEPARTMENT OF PUBLIC SAFETY VICTIMS OF CRIME ACT GRANT.

WHEREAS, the Department of Public Safety, State of Arizona, as a sub-Recipient of the Victims of Crime Act (VOCA) Victim Assistance Grant Program, has awarded the city of Surprise a grant award in the amount of \$97,000 in funding for the Surprise Police Department to support its Victim Assistance Program;

WHEREAS, this agreement requires the city to provide matching funds in the amount of \$24,200 resulting in a total project budget of \$121,200;

WHEREAS, this grant award was estimated at \$50,000 and included as a part of the FY2016 budget;

WHEREAS, it is necessary to increase the budget for this grant award by \$47,000 to allow the city to have current and updated budgetary amounts;

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

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

Section 1. The city is hereby authorized to enter into an Intergovernmental Agreement by which it will accept a grant in the amount of \$97,000 with a city match requirement of \$24,200.

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

Section 3. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the city of Surprise, Arizona for the fiscal year July 1, 2015 through June 30, 2016.

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-26
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.

Grants and Contingency Fund, VOCA – Police Dept.	Current Appropriation	Increase (Decrease)	Amended Appropriation
Salaries	\$48,000	\$3,700	\$51,700
Part-time Salaries	0	24,200	24,200
Benefits	2,000	17,300	19,300
Travel and Training	0	1,800	1,800
Contingency	7,757,100	(47,000)	7,710,100
	<u>\$7,807,100</u>	<u>\$0</u>	<u>\$7,807,100</u>
 Federal Grant Revenue	 \$50,000	 \$47,000	 \$97,000
Other Grant Revenue	7,793,900	(47,000)	7,746,900
	<u>\$7,843,900</u>	<u>\$0</u>	<u>\$7,843,900</u>

The fund changes are as follows:

- The amendment utilizes the Grants Fund contingency in the amount of \$47,000 for salaries, benefits, and travel and training without exceeding the approved total annual budget for FY2016.



CITY OF SURPRISE
Regular City Council Meeting

March 1, 2016 @ 6:00:00 PM

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

Council Meeting Date: March 1, 2016
Submitting Department:
Staff Recommendations: None

Contact Person: Sherry Ann Aguilar, City Clerk
District: Citywide

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the minutes of February 16, 2016 Regular City Council Work Session and Regular City Council Meeting and the February 18, 2016 Special City Council Meeting Minutes.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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- ☐ [Special Meeting Minutes](#)
 - ☐ [21616 Regular Mtg Minutes](#)
 - ☐ [21616 Reg Work Session](#)
-

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

Thursday, February 18, 2016 @ 05:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Special City Council Meeting** to order at 05:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374 , on **Thursday, February 18, 2016**. Also in attendance with Mayor Wolcott were Vice Mayor Biundo, Council Member Winters, Council Member Williams, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

Pledge of Allegiance

Call to the Public

Leo Mankiewicz: this is a special event, thanked council for releasing the letters, commended the City and Mr. West for settling this matter and encouraged a high level of design.

Regular Agenda Item - Non-Public Hearing

1 – Discussion and action pertaining to City of Surprise v. Surprise Center Development Company (SCDC) - APPROVED

City Manager, Bob Wingenroth reported on the following: focus on relationships with residents, HOA's and the business community.

Special City Council Meeting Minutes – February 18, 2016 – Page 2

He introduced Rick West, who was in the audience.

Mr. Wingenroth also spoke of vision, building a pathway to achieve a special type surrounding at city hall; education; positive incentives; being business partners and continually working together.

Council Member Winters and Villanueva thanked Mr. Wingenroth and Mr. West for bringing this to a conclusion.

Council Member Williams made the motion to approve directing the City Attorney to bring before the Council a settlement agreement containing the terms set forth in the City Manager's February 16, 2016 letter for consideration and possible approval. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

Executive Session

Adjournment

Council Member Hall made the motion to adjourn the Special City Council Meeting of February 19, 2016 at 5:09 PM. Council Member Tande 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 **Thursday, February 18, 2016.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, February 16, 2016 @ 06:02 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374 , on **Tuesday, February 16, 2016**. Also in attendance with Mayor Wolcott were Vice Mayor Biundo, Council Member Winters, Council Member Williams, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

Pledge of Allegiance

Proclamation and Community Acknowledgements

City Manager Report

City Manager Wingenroth introduced Police Chief, Terry Young to introduce Officer, Craig Scartozzi who saved the life of a resident, Alan Pearson who was unconscious at Happy Trails Pickleball Court. Scartozzi was able to calm the crowd then began administering chest compressions on Mr. Pearson. His heart began breathing on his own until fire medical service arrived and transported him to the hospital.

Police Chief Young and Fire Chief Abbott introduced Dick Wynan and Susan Emanuellan, SC Grand Stitchers club are making quilts for a pilot program to show support for the police and fire departments for Surprise, trauma blankets made by the ladies of the SC Grand Stitchers Club. The quilts are being donated to the program at no cost to the City.

Regular City Council Meeting Minutes – February 16, 2016 – Page 2

Mayor Wolcott thanked the SC Grand Stitchers Club for donating their time and bringing our community together.

Mr. Paul Bernardo introduced the Paradise Education Center, Varsity Cheer Squad, students from 6th through 8th grade.

City Attorney Report

City Clerk Report

Update on 2016 Fall Elections and Passport Program

City Clerk Aguilar gave an update on the upcoming Presidential Preference Election.

Video from Arizona Clean Elections.

Consent Agenda

1 – Consideration and action pertaining to the Map of Dedication entitled "Zanjero Trails Phase 2 South", generally located north of the intersection of Peoria Avenue and Perryville Road; Resolution # 2016-32 - APPROVED

2 – Consideration and action pertaining to the Final Plat entitled "Zanjero Trails Phase 2- Parcel 12A", 26.35 acre property generally located northwest of the northwest corner of Peoria Avenue and Perryville Road; Resolution # 2016-27 - APPROVED

3 – Consideration and action pertaining to the Final Plat entitled "Zanjero Trails Phase 2- Parcel 12B", a 35.54 acre property generally located north of the northwest corner of Peoria Avenue and Perryville Road; Resolution # 2016-28 - APPROVED

4 – Consideration and action pertaining to the Final Plat entitled "Zanjero Trails Phase 2- Parcel 12C", a 44.63 acre property generally located west of the northwest corner of Peoria Avenue and Perryville Road; Resolution # 2016-29 - APPROVED

5 – Consideration and action pertaining to the Final Plat entitled "Zanjero Trails Phase 2- Parcel 13A", a 23.79 acre property generally located north of the northeast corner of Peoria Avenue and Perryville Road; Resolution # 2016-30 - APPROVED

6 – Consideration and action pertaining to the Final Plat entitled "Zanjero Trails Phase 2- Parcel 13C", a 32.65 acre property generally located east of the northeast corner of Peoria Avenue and Perryville Road; Resolution # 2016-31 - APPROVED

7 – Consideration and action on the minutes of February 2, 2016 Regular City Council Work Session and Regular City Council Meeting - APPROVED

8 – Consideration and action on a Series 12 liquor license (1207A507) request by John Foley for Vogue Bistro (Johnco Foods, Inc.,) located at 15411 W. Waddell Road, Suite 108, Surprise, Arizona 85379 - APPROVED

9 – Consideration and action on a Series 12 Liquor License requested by Mario Rana for State 48 Brewery to be located at 13823 W. Bell Road, Surprise, AZ. 85374 - APPROVED

10 – Consideration and action on a Series 12 Liquor License request by Georgios Papamatheakis for Under Review Grill to be located at 13699 N. Litchfield Road, Surprise, AZ. 85379 - APPROVED

11 – Consideration and action on a Series 3 (Microbrewery) Liquor License request by Mario Rana for State 48 Brewery to be located at 13823 W. Bell Road, Surprise, AZ. 85374 - APPROVED

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

Regular Agenda Item - Non-Public Hearing

12 – Presentation and discussion pertaining to the fiscal year 2015 annual audit and Comprehensive Annual Financial Report, and associated reports - NO ACTION

Finance Director, Lindsey Duncan gave a powerpoint presentation regarding the 2015 Annual Audit and CAFR Report.

Ms. Duncan turned over the presentation to Andrea Scalia to discuss the progress we have made with Communication with Governance and Single Audit Report findings.

Council Member Hall - Good job on this report. I have a question on page 146 regarding property tax. Did this include SLID's?

Ms. Duncan - It does include SLIDS.

Council Member Hall - In asterisks, it says excludes improvement districts. Written checklist? We don't have who reviewed, and who did the work.

Ms. Duncan - Excel spreadsheet that has this information on it.

Council Member Hall - Page 92 - Real impression, most positive page in the whole report.

13 – Consideration and action amending the Fiscal Year 2016 budget by reallocating appropriations of \$220,000 for design associated with a Maricopa Association of Governments (MAG) Congestion Mitigation and Air Quality (CMAQ) Grant award for Bullard Avenue Multimodal Transportation enhancements; Resolution # 2016-25 - APPROVED

Public Works Director, Mike Gent gave an overview regarding Resolution No. 2016-25.

Council Member Hall - Questioned timeframe to complete project.

Council Member Tande - My main focus all along has been safety. Staff did a study and at the time it didn't meet warrants, now I think it's fantastic that we are going to get street lights now at Sweetwater and Acoma. I was also at the meeting at the library, and people are concerned it was going to take a while. I commend staff staying focused on this and getting this done.

Council Member Villanueva - I also attended 3 or 4 of the meetings, I want to congratulate Mike and staff for standing before the residents and saying this is what it needs to be. Staff did a great job with this issue.

Mayor Wolcott - This has been an issue before the City for some time, we are growing up as a City, and change is difficult. Thank you to staff for handling professionally and with grace. You went over and beyond.

Council Member Tande made the motion to approve Resolution 2016-25. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

14 – Presentation and discussion pertaining to the fiscal year 2017 budget with a review of public safety departments - NO ACTION

City Manager Wingenroth led the presentation regarding the fiscal year 2017 budget with a review of public safety departments.

Budget Manager, Jared Askelson continued with the presentation and highlighted FY2016 GF Ongoing Uses.

Chief Young discussed Police Department budget including staffing ratio compared with other Arizona cities; Crime Rate and Service Calls; Traffic Accident History; increase in committed patrol time; increased training and accountability.

Council Member Hall - Your community relations staff are fantastic. Is this non committed time? We need this kind of presence.

Chief Young - Yes absolutely.

Council Member Tande - I am very concerned about the lack of non-committed time, I think everyone feels more comfortable when we see officers patrolling through the neighborhoods.

Mayor Wolcott - We as a City have become accustomed to seeing our officers in the neighborhoods, if this is changing we need to change this.

Council Member Tande - Policing is not a production line system, I am very concerned about this aspect as well.

Fire Chief, Tom Abbott gave an overview for Fire-Medical. Topics included: Staffing ratio; response time comparison; General Plan 2035 fire stations.

Council Member Hall - I think you were very conservative on this graph. 60% more calls, and staffing has stayed consistent. We are a growing City and we need to take a look at all of these components. We need to look at growth for the next couple of years.

Chief Abbott - 80% of our calls are medical calls.

Council Member Tande - You mentioned standards that we should be at, how many additional firefighters would bring you up to the standard?

Chief Abbott - Roughly 28 additional staff. Currently each fire station has one fire company per station.

Council Member Tande - Is there enough coverage without adding to the system? Clearly we need additional staffing. Do we have any additional space in current firehouses for an additional truck?

Chief Abbott - Chief White had the vision when designing fire stations, but I would not recommend adding trucks to current firehouses.

Mayor Wolcott - Quality of service by Fire/Medical is outstanding. It is that relationship that our fire service has developed with our residents. It truly is amazing, we can't thank you enough for all that you do.

Council Member Villanueva - Thank you personally, you have been to my house many times for my husband Roy, we appreciate your staff.

ACM Frazier gave an overview on the Emergency Management Program.

Background includes:

Potential hazards; flooding; health emergencies; commercial storage of agriculture chemicals; Palo Verde Nuclear Generating Station; BNSF Railroad and Luke Air Force Base.

Recommendation - Hire an Emergency Manager and Administrative Specialist.

Council Member Hall - Engaging civilians in Surprise would be beneficial such as doctors, etc.

Council Member Tande - Very critical position, we have on campus a City emergency operations center. I would be willing to ask the City Manager to find a vacant position and start recruitment now so we can hit the road running for July 1st.

Vice Mayor Biundo - I agree it's a critical position, we need to have a lead person to call the shots, needs to be a central focus.

Council Member Winters - Agree we need to have this system in place.

Council Member Villanueva - I also agree, it is great to know the issues that you brought out.

Council Member Williams -I think this ties everything together tying police and fire together. As we grow, those gaps are going to increase. There is a lot we need to chew on, it becomes a revenue issue.

Lindsey Duncan, Finance Director reviewed the City Attorney's Office; City Prosecuting Staff; Reviewed City Court staffing.

Reviewed the timeline for budget dates.

Council Member Hall - Compliments to the Court since Judge Dominguez has been here. Feedback is very positive.

Council Member Villanueva - Are you short of staff?

ACM Frazier discussed staffing proposals for Police, Fire, Office of Emergency Management, City Prosecutor's Office and Municipal Court. This City is known to be safe, why they buy homes and shop here. We have an image of a safe City, because we are.

Council Member Villanueva - Congratulate our City Attorney, you have done a really good job since you have been on board, and thank you to Judge Dominguez, your employees enjoy working for you.

15 – Consideration and action pertaining to an appeal in Peterson v. City of Surprise.

City Attorney Wingo commented that it would be prudent to take action on this item after executive session.

Other Business

Council Member Hall: Presentation by DCM, Utility Companies in Surprise (EPCOR/APS, etc.) Council Member Williams seconded.

Mayor/Council Reports:

Council Member Tande: Ground breaking at Gateway Community College; great partnership.

Council Member Hall: Citizen's Patrol banquet; heartwarming to see all of the volunteers.

Council Member Villanueva: OTS meeting at 6:00 PM.

Council Member Winters: District 1 update; Lennar Homes, next gen product; Babbos Rest. and third Friday night meeting at 7:00 PM. reminder.

Council Member Williams: Great event DMB/Marley Park; council conversation and email from resident regarding Saturday monthly meeting, he will revisit it.

Vice Mayor Biundo: Bell Grand Presentation at AZ Traditions, he thanked the team.

Mayor Wolcott: thanked the team for getting out great information to the residents. Feb. 23 invitation to the State of the City Address.

Council Member Winters made the motion to recess the Regular City Council Meeting at 8:23 PM to discuss item #16. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

Mayor Wolcott reconvened the Regular City Council Meeting at 8:38 PM.

15 – Consideration and action pertaining to an appeal in Peterson v. City of Surprise - APPROVED

Council Member Hall made the motion to authorize the City Attorney to appeal the Peterson case. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

Council Member Tande made the motion to recess back into executive session at 8:45 PM to discuss items 17 and 18. Council Member Hall seconded the motion. Seven yes votes. Motion carried.

Executive Session

16. Consideration and action to enter into executive session for discussion or consultation for legal advice with its attorneys in order to consider its position and instruct its attorneys pertaining to Peterson v. City of Surprise pursuant to A.R.S. 38-431.03(A)(3) and (4).

17. Discussion and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located generally within the city center adjacent to City Hall pursuant to A.R.S. 38-431.03(A)(7).

- 18. Discussion and action to enter executive session for discussion, consultation, and legal advice from the City Attorney; and to consider its position and instruct the City Attorney on litigation in City of Surprise v. Surprise Center Development Company pursuant to Arizona Revised Statutes 38-431.03 (A)(3) & (4).**

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Meeting at 9:45 PM. Vice Mayor 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 Regular City Council Meeting of **Tuesday, February 16, 2016.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, February 16, 2016 @ 05:02 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 05:02 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374 , on **Tuesday, February 16, 2016**. Also in attendance with Mayor Wolcott were Vice Mayor Biundo, Council Member Winters, Council Member Williams, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

Pledge of Allegiance

Call to the Public

Regular Agenda Item - Non-Public Hearing

1 - Presentation and discussion pertaining to the capital related revenue and an overview of the fiscal year 2017 capital budget process - NO ACTION

Finance Director, Lindsey Duncan turned over the presentation to Budget Manager, Jared Askelson who gave an overview of a powerpoint presentation. A presentation regarding 2017 capital budget process.

Vice Mayor Williams - GO Bond, one of the factors is servicing the debt and with a CFD it pays for itself, correct?

Mr. Askelson - Both CFD and GO Bond operated similarly, that tax can only be used for servicing that debt.

Regular City Council Work Session – February 16, 2016 – Page 2

Vice Mayor Williams - Can you do something across the board with a CFD citywide?

Mr. Askelson - To establish the CFD, we would have to have permission from all of the property owners, making it difficult.

Mayor Wolcott - Here we are trying to plan ahead, going to the capital defending our position and staying static, please don't hurt us, but stay static. When it comes to prioritizing, personally when you prioritize from available funding, it's basically chasing the federal and grant dollars. We are mindful of the taxpayers dollar. I prefer we look at seeking funding for our actual needs of our citizens, most logical way to tackle this.

Council Member Villanueva - At what time are we allowed to see what projects that we have coming forward? When will be the time to discuss?

Ms. Duncan - We would like to hear your suggestions now so that we can prepare for the budget process.

Council Member Biundo - Mayor raised an interesting point for prioritization. How do we create that full schedule, so we can come to some sense of prioritization.

Council Member Tande - Are you prepared to share with us the capacity at this time and is this a sustainable number?

Mr. Askelson - No not a sustainable number right now. Right now, I can't tell you what is available, but this is the start of where we can get into our conversations of priorities.

Council Member Tande - My sense is we have saved up for several years and will see projects being done. Even if we make these decisions this budget year, we will be 2 to 3 years down the road. This might be an opportunity to look at raising taxes, or look at options. Otherwise we will be pushing this off for several years. Would like to see a multi-year plan and review every year.

Council Member Hall - Study group, I don't know if Nicole is plugged into this. We need City people in this group.

Mayor Wolcott - We have expressed this to the League, there will be 2 different prisms to discuss these issues with City staff as well.

Regular City Council Work Session – February 16, 2016 – Page 3

Council Member Hall - We have heard from our residents and we need to keep this at the forefront, they want a safe city, activities, parks and recreation, love our services. This is part of our quality of life in the City. We need to keep our residents in mind and what they want. Possible secondary property tax. I receive so many positive compliments from our residents on our City staff and services, especially public safety.

Mayor Wolcott - Good point Councilmember Hall, it is about our basic services that residents like the most. We all hear the importance of public safety from our residents, we stand out and we want to maintain this especially as we grow. Need to adequately fund these basic services.

Council Member Tande - Discussed upcoming road projects and the possibility for funding for future projects. If we don't take some kind of policy action, then some things are not going to get done for several years.

Executive Session

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Work Session of February 16, 2016 at 5:35 PM. Council Member Tande 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 Regular City Council Work Session of **Tuesday, February 16, 2016.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

March 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	March 1, 2016	Contact Person:	Terry Lowe, Water Services Management
Submitting Department:	Water Resource	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to an Intergovernmental Agreement with the City of El Mirage for Emergency Water Service.

Motion:

I move to approve the Intergovernmental Agreement with the City of El Mirage for Emergency Water Service.

Background:

In 1998, City Council approved a similar IGA that was amended in 2000 that expired in 2005. Since that time, no formal IGA has been in place with El Mirage. Two system interconnections were installed along Dysart Road to allow either water provider, in time of need, to maintain drinking water service to their customers.

Objective Analysis:

Pros: Surprise and El Mirage invested in interconnects for their systems. This IGA will continue the commitment to provide residents drinking water in times of need.

Cons: An approved IGA will not be in place in time of need.

Policy Compliant:

This IGA is in line with the City's policy to provide safe and reliable drinking water to its customers.

Financial Impact:

The charge for water delivery in the event of an emergency is based on the delivering party's commercial volumetric rate plus water recharge fee and applicable taxes. Due to the current rate structure of both parties, the City would be paying a higher amount for water received from El Mirage than the value of the water being delivered to El Mirage in an emergency situation. For example, the charge for delivering 100,000 gallons of water not including taxes, would be \$611 to the City and \$430

to El Mirage.

Budget Impact:

All costs related to this agreement are included in the FY2016 budget within the Water Operations Fund. This agreement can be null and void if there's insufficient appropriation of funds by either party to cover the related expenditures.

FTE Impact:

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

ATTACHMENTS:

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☐ [IGA Surprise -El Mirage](#)

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE CITY OF EL MIRAGE FOR EMERGENCY WATER SERVICE

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE CITY OF EL MIRAGE IS FOR TEMPORARY WATER SERVICE ("Agreement") and is entered into as of _____, 2016, by and between the City of Surprise ("Surprise"), an Arizona municipal corporation, and the City of El Mirage ("El Mirage"), an Arizona municipal corporation. Collectively, Surprise and El Mirage are sometimes referred to as the "Parties" and each is individually referred to as a "Party."

RECITALS

WHEREAS, El Mirage and Surprise are authorized by law to operate public water delivery systems to provide potable water to their drinking water customers;

WHEREAS, El Mirage and Surprise serve potable water to their customers within their respective Service Areas pursuant to service area rights under A.R.S. Title 45, Chapter 2, Article 6, and in their capacities as municipal water providers pursuant to Article 13, Section 5 of the Arizona Constitution. El Mirage and Surprise have two interconnections between their respective water systems located at:

1. 33° 35' 19.56" N, -112° 20' 31.65" W *West side of Dysart Road North of Varney Road*
2. 33° 37' 12.42" N, -112° 20' 32.05" W *North West corner of Dysart Road and Country Gable Drive.*

WHEREAS, El Mirage and Surprise desire to assist each other by delivering water through interconnects, should emergency or other scenario arise in which it would be in the best interests of the Parties to deliver said water.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties hereby agree as follows:

STATUTORY AUTHORIZATION

1. SURPRISE is empowered by Arizona Revised Statutes Section 11-952 to enter into this agreement, and has authorized the undersigned to execute this agreement on behalf of SURPRISE.
2. EL MIRAGE is empowered by Arizona Revised Statutes Section 11-952 to enter into this agreement, and has authorized the undersigned to execute this agreement on behalf of EL MIRAGE.

TERMS OF AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference as if fully set forth and are acknowledged and agreed to by the Parties.
2. Purposes. The Parties desire to enter into this Agreement for the purpose as provided in the recitals.
3. Authority. The Parties, as public agencies, are authorized and empowered to enter into this Agreement pursuant to A.R.S. § 11-951 and 11-952 and the respective provisions of their respective Charter or other governing authority for the provision of services or for joint or cooperative action.
4. Term. This Agreement shall be for a term of five (5) years after the Agreement becomes effective, unless terminated sooner as provided herein, with the option of two (2) five (5) year renewals. This Agreement will automatically renew at the expiration of first five (5) years, unless a Party provides a notice of non-renewal in writing.
5. Water Rates and Payment. Using only the volumetric rate, the purchase price for water delivered will be in accordance with the respective delivering Party's Commercial rate plus water recharge fee, state, county, city taxes and surcharge taxes. Monthly base rates will not be charged. The delivery party shall provide the receiving party with an invoice for water delivered in a calendar month no later than forty-five (45) days following that calendar month. If available, the receiving party may use long-term storage credits to fulfill the volume owed to the delivering party, however the required transfer form must be submitted to the Arizona Department of Water Resources prior to the close of business of the calendar year in which water was provided.
6. Operation and Maintenance. The Parties will jointly develop and annually review a plan of operation and maintenance for this Agreement. The plan will at a minimum outline routine interconnect inspections, an interconnect procedure, a water quality and quality emergency event process, and at least one annual testing protocol.
7. Ownership and Operation. Notwithstanding Section 8 above, nothing in this Agreement creates, grants, or assigns any ownership interest, whether legal or equitable, or maintenance or service obligation, to either Party in the other Party's water system. El Mirage's water system will remain solely within the ownership, control, and responsibility of the City of El Mirage, and likewise, Surprise's water system will remain solely within the ownership, control, and responsibility of the City of Surprise. Each party will own, operate, maintain, and service, at its sole expense, all facilities, pipelines, equipment and materials within its respective water system. Furthermore, this Agreement does not create a partnership, joint venture, or any other legally recognizable association between the Parties.

8. Quantity and Quality. This agreement does not obligate or require either party to provide a minimum quantity of water to the other party. Delivery of water is at the sole discretion of each Party. The water delivered will meet the Federal Primary Drinking Water standards for potable water at the point of delivery; however neither Party is responsible or guarantees the quality of delivered water beyond the point of delivery. Water quality sampling data will be provided at the request of each Party prior to delivery.
9. Water Rights. Each Party acknowledges that this is an agreement for the purpose of water delivery only and does not create nor grant any water ownership rights(s) to the other Party's water.
10. Impossibility, Impracticability, Frustration of Purpose. Each Party acknowledges that there exist scenarios, which may make the performance of this contract impossible, impracticable, or frustrated by no fault of the non-performing Party. In such event the non-performing Party shall be released from its performance under this contract and no liability shall accrue against that Party for damages or equitable relief.
11. Termination. Either party, upon thirty days' notice of a material default in performance to the other, and failure of the defaulting party to remedy such default within the thirty days' notice period, may terminate this contract without further obligation or penalty.
12. Fund Appropriation Contingency. Each Party acknowledges that the continuation of this Agreement is subject to the budget of the other Party providing for the appropriation of funds to cover the subject matter of this Agreement as an expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the respective Party may terminate this Agreement.
13. Indemnification. To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, employees, and agents (collectively, the "indemnitee") from and against any and all claims, losses, liability, penalties, demands, actions, proceedings or suits, of any kind and description, whether judicial, quasi-judicial or administrative in nature, costs or other 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, active or passive negligence, misconduct, or other fault (including a condition, characteristic, or status of the water system) of the indemnitor, its officers, officials, agents, employees or volunteers.
14. Notices. Any notice provided for in this Agreement shall be in writing and delivered in person, or sent by registered or certified mail, postage prepaid, to:

If to El Mirage:

City Manager
City of El Mirage
12145 NW Grand Ave
El Mirage, AZ 85335

If to Surprise:

City Manager
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

or such other addresses as each party may notify one another in writing.

15. Cancellation. Notice is hereby given of the provisions of A.R.S. § 38-511, as amended. By this reference, the provisions of that statute are incorporated in this Agreement to the extent of their applicability to contracts of the nature of this Agreement under the laws of the State of Arizona.
16. Attorney's Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may petition a judge having competent jurisdiction to select the third arbitrator, or they may resign their appointment jointly or individually so that the parties may renew the selection process. The written award of two of the three arbitrators shall bind the parties. The cost of the arbitrators and any expert witnesses shall be borne by the party that hired them. The cost of the third arbitrator and other expenses of the arbitration shall be shared equally by the parties. The arbitration shall take place in the City of El Mirage. State court rules of procedure and evidence shall be governing.
17. Governing Law. The terms, conditions, and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
18. No Party the Drafter. This Agreement is the product of negotiation between the Parties, and no Party is deemed the drafter of this Agreement.
19. No Waiver. The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.
20. Authority and Responsibility. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

21. Merger. This Agreement constitutes the entire understanding between the Parties regarding the subject matter of this Agreement, supersedes any and all previous understandings between the Parties (including any letter of intent or memorandum of understanding) regarding the subject matter of this Agreement. Neither of the Parties has entered into this Agreement in reliance upon any written or oral representation provided by the other Party.
22. Modification or Waiver. This Agreement shall not be modified, extended, or waived in whole or in part except in writing by mutual consent of the Parties and signed by those persons with authorization.
23. Assignment. Neither Party will assign this Agreement or the rights and privileges herein, in whole or in part.
24. No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not parties to this Agreement.
25. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original Agreement. All signatures need not be on the same counterpart.
26. Headings. Section and Paragraph headings used in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of any provision of this Agreement.
27. Severability. If any provision or any portion of a provision of this Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted statute, rule, or regulation, or by order of or judgment of a court such invalidity, illegality, or unenforceability shall not affect the remaining portion of that provision or of any other provision of this Agreement, as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.
28. Authorizations. The signatories to this Agreement represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for which they sign, and that no further action or approvals are necessary before execution of this Agreement.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

CITY OF SURPRISE

By _____
Sharon Wolcott
Mayor

Date _____

ATTEST

By _____
City Clerk

APPROVED AS TO FORM

By _____
City Attorney

CITY OF EL MIRAGE

By _____
Lana Mook
Mayor

Date _____

ATTEST

By _____
City Clerk

APPROVED AS TO FORM

By _____
City Attorney



CITY OF SURPRISE
Regular City Council Meeting

March 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	March 1, 2016	Contact Person:	Tiffany Copp
Submitting Department:	Attorney's Office	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to acceptance of a Victims of Crime Act (VOCA) victims assistance grant and amendment of the fiscal year 2016 budget by reallocating appropriations of \$42,100 to account for an increase in grant award; Resolution # 2016-35.

Motion:

I move to approve Resolution # 2016-35.

Background:

The City of Surprise Prosecutor's Office, in its efforts to promote safety and wellness within the community, developed a Victim Services Program. This program is aimed at keeping victims apprised of their rights during the pendency of the criminal proceedings in which they are listed as the victim, and connecting them with shelter, counseling and other social and economic services they may need in the aftermath of their victimization.

Objective Analysis:

Policy Compliant:

There is no explicit council policy to which this item pertains. The City has a long standing practice of providing victim services to members of the community that was expanded to the City's prosecutorial function in 2013. This item is consistent with the practice of improving and expanding the victim services program.

Financial Impact:

This one-time grant award is \$66,200 for salary and benefits with a grant match requirement of \$16,600 which will be met with the City Attorney's Office General Fund budget for a total project budget amount of \$82,800.

Budget Impact:

Receipt of VOCA grant funding in the amount of \$24,100 was included as a part of the FY2016 budget. Due to the final award being greater than estimated, a reallocation of \$42,100 within the Grants Fund and a \$37,400 decrease of the City Attorney's Office General Fund personnel budget will be done to align the project's budget with the actual grant award. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

The number of FTE's does not change.

ATTACHMENTS:

Click to download

☐ [Resolution 2016-35](#)

RESOLUTION # 2016-35

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$42,100 WITHIN THE GRANTS AND CONTINGENCY FUND FOR THE PURPOSES OF ADJUSTING BUDGET AUTHORITY RELATED TO AN ARIZONA DEPARTMENT OF PUBLIC SAFETY VICTIMS OF CRIME ACT GRANT.

WHEREAS, the Department of Public Safety, State of Arizona, as a sub-Recipient of the Victims of Crime Act (VOCA) Victim Assistance Grant Program, has awarded the city of Surprise a grant award in the amount of \$66,200 in funding for the Surprise City Attorney's Office to support its Victim Assistance Program;

WHEREAS, this agreement requires the city to provide matching funds in the amount of \$16,600 resulting in a total project budget of \$82,800;

WHEREAS, this grant award was estimated at \$24,100 and included as a part of the FY2016 budget;

WHEREAS, it is necessary to increase the budget for this grant award by \$42,100 and decrease the General Fund budget by \$37,400 to allow the city to have current and updated budgetary amounts;

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

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

Section 1. The city is hereby authorized to enter into an Intergovernmental Agreement by which it will accept a grant in the amount of \$66,200 with a city match requirement of \$16,600.

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

Section 3. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the city of Surprise, Arizona for the fiscal year July 1, 2015 through June 30, 2016.

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-35
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.

Prosecutor's Office VOCA, Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Labor Distribution, Grants Fund	\$24,100	(\$24,100)	\$0
Salaries, Grants Fund	0	49,600	49,600
Part-time Salaries, Grants Fund	0	4,200	4,200
Benefits, Grants Fund	0	12,400	12,400
Contingency, Grants Fund	7,757,200	(42,100)	7,715,100
	<u>\$7,781,300</u>	<u>\$0</u>	<u>\$7,781,300</u>
Labor Distribution, General Fund	(\$24,100)	\$24,100	\$0
Salaries, General Fund	0	(49,600)	(49,600)
Benefits, General Fund	0	(11,900)	(11,900)
Contingency, General Fund	1,010,500	37,400	1,047,900
	<u>\$986,400</u>	<u>\$0</u>	<u>\$986,400</u>
Federal Grant Revenue, Grants Fund	\$24,100	\$42,100	\$66,200
Other Grant Revenue, Grants Fund	7,793,900	(42,100)	7,751,800
	<u>\$7,818,000</u>	<u>\$0</u>	<u>\$7,818,000</u>

The fund changes are as follows:

- The amendment utilizes the Grants Fund contingency in the amount of \$42,100 for salaries and benefits and transfers \$37,400 within the General Fund from salaries and benefits to contingency without exceeding the approved total annual budget for FY2016.



CITY OF SURPRISE
Regular City Council Meeting

March 1, 2016 @ 6:00:00 PM

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Council Meeting Date:	March 1, 2016	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion pertaining to Bell and Grand Phasing including a project update.

Motion:

Discussion only.

Background:

This item is for presentation only to inform Council of the current status of the Bell/Grand Interchange Project.

Objective Analysis:

Mayor and Council requested an update of the project at the February 2nd work session.

Policy Compliant:

N/A

Financial Impact:

Topics discussed in this work session could lead to future actions which may have a fiscal impact on city operations.

A reduction of local sales tax collections from the Retail and Restaurant/Bar categories is anticipated during construction. It is estimated that this reduction will be approximately \$1.1 million dependent on the timeline of the project. Conversely, it is expected that the construction will result in the collection of local sales tax within the contracting category. These two impacts will result in a reduction in ongoing revenue normally used for operational purposes, and a potential increase in one time revenue that is dedicated for capital purposes.

Budget Impact:

Topics discussed in this work session could lead to future actions which may have a budget impact.

The Bell Grand overpass bridge is funded by ADOT and is not included as a part of the City's budget. The potential revenue impacts discussed above will be included as a part of the FY2017 budget process.

FTE Impact:

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

ATTACHMENTS:

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No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

March 1, 2016 @ 6:00:00 PM

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Council Meeting Date: March 1, 2016

Contact Person: Lindsey Duncan, Finance Director

Submitting Department:

District: Citywide

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Presentation and discussion to review operating programs.

Motion:

None; discussion only.

Background:

This is the third in a series of discussion regarding the FY2017 operating budget. This discussion will focus on recent revenue developments, costs associated with public safety initiatives discussed on February 16th, and potential funding options.

Objective Analysis:

None; discussion only.

Policy Compliant:

This presentation is consistent with City and Council Policy.

Financial Impact:

None at this time; however, the topics covered will have future financial impacts based on the FY2017 budget that will be adopted by the Mayor and Council in June.

Budget Impact:

None at this time; however, the topics covered will have an impact on the FY2017 budget that will be adopted by the Mayor and Council in June.

FTE Impact:

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

ATTACHMENTS:

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No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

March 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	March 1, 2016	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Discussion and action pertaining to in-house administration of public utilities billing.

Motion:

I move to direct staff, in preparation of the fiscal year 2017 budget, to include appropriations for continuation of the American Water Operations and Maintenance Inc. contract only through the period necessary to implement in-house public utilities billing.

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

March 1, 2016 @ 6:00:00 PM

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Council Meeting Date:	March 1, 2016	Contact Person:	Robert Kuhfuss, Community Development
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a proposed Text Amendment to Chapter 113 of the Surprise Municipal Code regarding Political Signs; Ordinance # 2016-01.

Motion:

I move to approve Ordinance #2016-01.

Background:

In early 2015, staff initiated a proposed Text Amendment to Chapter 113 of the SMC under case FS15-311. The intent of that Text Amendment was, and is, to re-write Chapter 113 in its entirety for the purpose of clarifying and simplifying the code's language, while addressing certain deficiencies. During the preliminary work regarding FS15-311, the U.S. Supreme Court ruled on a landmark case, Reed v. Town of Gilbert, which at its core dealt with temporary signs in the public right-of-way. One of the arguments made by the Town of Gilbert to the Supreme Court, however, involved the application of ARS 16-1019 which involved Political Signs. The Supreme Court rejected that argument. The Arizona League of Cities and Towns sought an opinion from the Arizona State Attorney General regarding ARS 16-1019. Arizona Attorney General Mark Brnovich then opined that ARS 16-1019 did not violate the First Amendment to the U.S. Constitution or the Reed decision. Further staff review of the existing language in Chapter 113 of the Municipal Code as it pertains to political signs, however, leads staff to conclude that said language is not consistent with the U.S. Supreme Court's decision regarding Reed.

Objective Analysis:

Approval of the proposed Text Amendment will reduce the likelihood of the City of Surprise having to defend against legal challenges arising from a claim that provisions of the sign code which speak to political signage are inherently content-based.

Denial of the proposed Text Amendment will have the effect of maintaining the status quo, which could lead to legal challenges arising from the content-based nature of the existing language.

Policy Compliant:

City policies do not explicitly speak to signage. However, the purpose statement in Section 113-1 of the Municipal Code states in part that “The purpose of this chapter is to safeguard the public interest by establishing standards of signs within the City of Surprise”. This statement is, in and of itself, an expression of the will of the City Council which can be served through the existing language pertaining to political signs as expressed in state statute.

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

- ☐ [FS15-520 - Political Sign Text Amendment - Public Engagement Form](#)
 - ☐ [00 - FS15-520 - Political Sign Text Amendment - Staff Report](#)
 - ☐ [01 - FS15-520 - Political Sign Text Amendment - Summary of Proposed Changes](#)
 - ☐ [02 - FS15-520 - Political Sign Text Amendment - ARS 16-1019](#)
 - ☐ [03 - FS15-520 - Political Sign Text Amendment - AZAG RG15-013 Opinion \(Reed\)](#)
 - ☐ [04 - FS15-520 - Political Sign Text Amendment - SMC Chapter 113 Signs](#)
 - ☐ [05 - FS15-520 - Political Sign Text Amendment - Ordinance 2016-1](#)
-

PUBLIC ENGAGEMENT FORM

PROJECT TITLE:

OVERALL PUBLIC INVOLVEMENT LEVEL:

IDENTIFY STAKEHOLDERS:

OBJECTIVES:

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when)

Future Council Work Session/Meetings target dates

Election dates (if applicable)

Project start/completion dates

Communication Tools and Technique options: (which do you plan to use?)

Press releases

Public meetings (video/photos, poster boards, fact sheet(s) *do you need Spanish version?)

Presentations to boards and commissions, other interested community partners/stakeholders

Third-party consultant/moderator (pending budget)

Survey (online/paper/both?)

Social media

Surprise 11

Notify Me email/ Council newsletters (opt-in audience)

Paid advertising (pending budget)

Surprise Progress (mailed quarterly and tied to print deadlines)

Booth at city events

Paid mailings (pending budget)

Creation of a subcommittee/task force

Youth/adult activities, registration, or orientation (HOA Academy)

Website updates

TEXT AMENDMENT

REPORT TO THE CITY COUNCIL

Case: FS15-520

Project Name: Text Amendment to Chapter 113 of the Surprise Municipal Code relating to Political Signs

Council District: Citywide

Meeting Date: March 1, 2016

Planner: Robert H. Kuhfuss, AICP, Planner II

Application Summary:

The subject application involves proposed revisions to Chapter 113 of the Surprise Municipal Code (SMC) as it pertains to Political Signs. Staff's intent is to remove from the SMC any language relating to political signs in deference to the recent U.S. Supreme Court decision regarding Reed v. Town of Gilbert.

Background:

In early 2015, staff initiated a proposed Text Amendment to Chapter 113 of the SMC under case FS15-311. The intent of that Text Amendment was, and is, to re-write Chapter 113 in its entirety for the purpose of clarifying and simplifying the code's language, while addressing certain deficiencies. During the preliminary work regarding FS15-311, the U.S. Supreme Court ruled on a landmark case, Reed v. Town of Gilbert, which at its core dealt with temporary signs in the public right-of-way. The Reed decision has far reaching implications, including that signs should by-and-large be content-neutral. In light of the Reed decision, staff redirected its efforts to craft content-neutral language and is in that process now.

One of the provisions of Chapter 113 of the SMC as currently written is to regulate political signs in a manner that is consistent with ARS § 16-1019. While ARS § 16-1019 makes the removal of political signs a Class 2 misdemeanor in certain circumstances, the statute also provides that municipalities may remove political signs if they are deemed to be a hazard. Of interest is that ARS § 16-1019 does not require a municipality to adopt regulations regarding political signs in order to enforce that provision of state statute.

One of the arguments made by the Town of Gilbert to the Supreme Court, however, involved the application of ARS § 16-1019. The U.S. Supreme Court rejected this argument, which led to concerns that ARS § 16-1019 itself may be in conflict with Reed due to it being content-based as opposed to content-neutral. The Arizona League of Cities and Towns sought an opinion from the Arizona State Attorney General regarding ARS § 16-1019. Attorney General Mark Brnovich

then opined that ARS § 16-1019 did not violate the 1st Amendment to the U.S. Constitution or the Reed decision, as summarized in the conclusion statement of the Opinion (R15-013) as follows:

“Arizona state statutes referencing political signs do not restrict speech, so Reed does not have implications for our state statutes. Because Section 16-1019 does not itself restrict speech, it does not implicate the First Amendment and Reed does not, therefore, invalidate this state law. There is no need to amend Section 16-1019 because of the Reed decision.”

Mark Brnovich, Arizona Attorney General

Despite the Attorney General’s opinion, staff is still concerned that a legal challenge to the City of Surprise could be made with respect to Chapter 113 of the SMC as it pertains to political signage due to its inherent reliance on the sign’s content for enforcement purposes, thereby violating the premise of content-neutrality. While staff is working on a larger Text Amendment that will address content-based issues at-large, this effort may take some time and with the upcoming political season, staff wishes to reduce the likelihood of being faced with a legal challenge with respect to political signage.

Staff held a Citizen Review meeting on January 20, 2016, which was sparsely attended. The matter was discussed briefly at a City Council Work Session on February 2, 2016, and is scheduled for public hearing by the Planning and Zoning Commission to occur on February 18, 2016, although the results of that hearing are not available as of the writing of this report. Should the Council approve this Text Amendment on March 1, 2016, the revisions would go into effect on March 31, 2016 and would be included in the sign code update being processed under FS15-311.

Attached:

- 01 Summary of Proposed Changes, January 4, 2016 version (3 pages)
- 02 Arizona Revised Statutes, § 16-1019 (2 pages)
- 03 Letter of Opinion from Arizona Attorney General Mark Brnovich regarding Reed and ARS §16-1019 (5 pages)
- 04 SMC Chapter 113 Signs FS15-520 Leg-Edit Version, draft (32 pages)
- 05 Ordinance

**Summary of Proposed Changes to Chapter 113 of the Surprise Municipal
Code regarding Political Signs**

City of Surprise Case FS15-520

January 4, 2016

The following is a summary of the proposed changes to the Surprise Municipal Code as of January 4, 2016 as it pertains to political signage. The scope of the proposed amendment may change as the project progresses through the process.

Amend Section 113-2 Definitions:

Remove “political speech” from the definition of “Noncommercial speech”:

Noncommercial speech: Constitutionally protected speech such as ~~political speech or ideological speech~~ that contains neither advertising copy nor obscene material or language. Signs containing only noncommercial speech shall always be considered on-premises.

Delete the definition of “Political sign”:

~~Political sign: A temporary sign used to advertise the candidacy of an individual, ballot proposition, or to encourage a citizen to vote.~~

Amend Section 113-4 Signs prohibited:

- (a) *No person shall erect, place, establish, paint, create or maintain a sign in the city except as provided in this chapter. All signs that are contrary to the provisions of this chapter are declared to be in violation, and as such may be abated as provided by law.*
- (b) *The following signs are prohibited. Any:*
 - (1) *Abandoned sign;*
 - (2) *Animated sign, except as specified in this chapter;*
 - (3) *Billboard sign;*
 - (4) *Off-premises sign, except as permitted within this chapter;*
 - (5) *Portable sign;*
 - (6) *Sandwich sign, except as permitted within this chapter;*
 - (7) *Snipe sign;*
 - (8) *Sign which inhibits free ingress to or egress from any door, window or any exit way required by the International Building Code as adopted and amended by the city, or by fire department regulations;*
 - (9) *Sign that may obstruct the line of sight of any authorized traffic sign, signal or other traffic control device; or any sign by reason of shape, color or position that interferes with or may be confused with any authorized traffic signal or device;*
 - (10) *Sign placed in a location that will obstruct vision of a vehicle operator while entering, exiting or traveling upon the public right-of-way;*
 - (11) *Sign located in a manner that interferes with pedestrian travel or poses a hazard to pedestrians;*
 - (12) *Vehicle sign when mounted or placed on any trailer, boat, or motor vehicle that is parked, stored or displayed in a manner to attract the attention of the public for advertising purposes;*

- (13) Sign with flashing, blinking, rotating lights, exposed neon or similar tube type illumination, bare incandescent, fluorescent, metal halide, or high or low pressure sodium light bulbs or mercury vapor light sources;
- (14) Sign placed in rights-of-way, except as specified in this chapter;
- (15) Message board;
- (16) Roof-mounted sign;
- (17) Any other sign that is not expressly permitted by this chapter;
- (18) Home occupation sign;
- (19) Pole-mounted banners, attention flags, wind-driven spinners, streamers, search lights, strobe lights, holographic projections, laser light displays, inflatable signs, or balloons;
- (20) Any flag not associated with a governmental unit.
- ~~(21) Political signs displayed more than 60 calendar days prior to an election or seven calendar days after an election.~~

Amend Section 113-8 Signs not requiring a permit:

No person shall be required to have a permit for the following signs; provided, however, that such signs shall be subject to any and all applicable provisions of this chapter or any other law:

- (1) Public signs;
- (2) Directional signs, when wall-mounted or, if detached, where not exceeding a height of three feet;
- (3) Emergency signs;
- (4) Portable electronic signs used by the city for special events;
- (5) Way finding signs for public buildings and facilities;
- (6) Development sign as described under section 113-158(b);
- (7) Temporary window graphics, consistent with restrictions herein;
- ~~(8) Political signs displayed in conjunction with an election erected no earlier than 60 calendar days prior to the election and removed seven calendar days after the election.~~

16-1019. Political signs; printed materials; tampering; classification

A. It is a class 2 misdemeanor for any person to knowingly remove, alter, deface or cover any political sign of any candidate for public office or knowingly remove, alter or deface any political mailers, handouts, flyers or other printed materials of a candidate that are delivered by hand to a residence for the period commencing forty-five days before a primary election and ending seven days after the general election.

B. This section does not apply to the removal, alteration, defacing or covering of a political sign or other printed materials by the candidate or the authorized agent of the candidate in support of whose election the sign or materials were placed, by the owner or authorized agent of the owner of private property on which such signs or printed materials are placed with or without permission of the owner or placed in violation of state law or county, city or town ordinance or regulation.

C. Notwithstanding any other statute, ordinance or regulation, a city, town or county of this state shall not remove, alter, deface or cover any political sign if the following conditions are met:

1. The sign is placed in a public right-of-way that is owned or controlled by that jurisdiction.
2. The sign supports or opposes a candidate for public office or it supports or opposes a ballot measure.
3. The sign is not placed in a location that is hazardous to public safety, obstructs clear vision in the area or interferes with the requirements of the Americans with disabilities act (42 United States Code sections 12101 through 12213 and 47 United States Code sections 225 and 611).
4. The sign has a maximum area of sixteen square feet, if the sign is located in an area zoned for residential use, or a maximum area of thirty-two square feet if the sign is located in any other area.
5. The sign contains the name and telephone number or website address of the candidate or campaign committee contact person.

D. If the city, town or county deems that the placement of a political sign constitutes an emergency, the jurisdiction may immediately relocate the sign. The jurisdiction shall notify the candidate or campaign committee that placed the sign within twenty-four hours after the relocation. If a sign is placed in violation of subsection C and the placement is not deemed to constitute an emergency, the city, town or county may notify the candidate or campaign committee that placed the sign of the violation. If the sign remains in violation at least twenty-four hours after the jurisdiction notified the candidate or campaign committee, the jurisdiction may remove the sign. The jurisdiction shall contact the candidate or campaign committee contact and shall retain the sign for at least ten business days to allow the candidate or campaign committee to retrieve the sign without penalty.

E. A city, town or county employee acting within the scope of the employee's employment is not liable for an injury caused by the failure to remove a sign pursuant to subsection D unless the employee intended to cause injury or was grossly negligent.

F. Subsection C does not apply to commercial tourism, commercial resort and hotel sign free zones as those zones are designated by municipalities. The total area of

those zones shall not be larger than three square miles, and each zone shall be identified as a specific contiguous area where, by resolution of the municipal governing body, the municipality has determined that based on a predominance of commercial tourism, resort and hotel uses within the zone the placement of political signs within the rights-of-way in the zone will detract from the scenic and aesthetic appeal of the area within the zone and deter its appeal to tourists. Not more than two zones may be identified within a municipality.

G. A city, town or county may prohibit the installation of a sign on any structure owned by the jurisdiction.

H. Subsection C applies only during the period commencing sixty days before a primary election and ending fifteen days after the general election, except that for a sign for a candidate in a primary election who does not advance to the general election, the period ends fifteen days after the primary election.

I. This section does not apply to state highways or routes, or overpasses over those state highways or routes.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

ATTORNEY GENERAL OPINION By MARK BRNOVICH ATTORNEY GENERAL December 2, 2015	No. I15-011 (R15-013) Re: Whether A.R.S. § 16-1019 requires an amendment
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To: Senator John Kavanaugh
Arizona State Senate

Question Presented

What legal impact does the recent United States Supreme Court ruling in *Good News Presbyterian Church v. Town of Gilbert* have on Arizona Statutes regulating political campaign signs? In particular, does the Supreme Court ruling require an amendment to Section 16-1019, Arizona Revised Statutes, in order to comply with the Court's mandate?

Summary Answer

The Supreme Court's decision does not directly impact any Arizona statutes regulating political campaign signs. It does not require an amendment to Section 16-1019 because nothing in that statute restricts speech.

Background

In 1962, the Arizona Legislature adopted House Bill 198, which provided misdemeanor penalties for anyone to "remove, alter, deface, or cover any political sign." Laws 1962,

Chapter 124 (HB 198) [codified as A.R.S. § 16-1312(A) (1962)]. At the time, the provision did not apply to “signs placed on private property with or without permission of the owner thereof, or signs placed in violation of state law, or county, city or town ordinance or regulation.” *Id.* [§ 16-1312(B)].

Since 1962, the statute has been amended a number of times. Its original function—imposing misdemeanor criminal penalties for tampering with political signs—has remained unchanged. In 2011, the Legislature significantly amended the law by:

1. Clarifying that local governments generally lack the authority to tamper with political signs that support or oppose a candidate or ballot measure and exist in a public right-of-way as long as the sign:
 - a. does not present a public hazard, obstruct vision, or interfere with the Americans with Disabilities Act;
 - b. meets maximum size limitations; and
 - c. contains contact information for the candidate or campaign committee.
2. Allowing a local government to relocate signs deemed to be placed in a manner constituting an emergency, subject to certain requirements.
3. Limiting the liability of a public employee who does not remove or relocate a sign pursuant to the “emergency” provision.
4. As to the provisions in number 1, exempting “commercial tourism, commercial resort and hotel sign free zones as those zones are designated by municipalities” and setting restrictions for such zones.
5. Allowing local governments to prohibit the installation of signs on government structures.
6. Limiting the prohibitions described in number 1 above from 60 days before a primary to 15 days after a general election, in most cases.
7. Clarifying that the section “does not apply to state highways or routes, or overpasses over those state highways or routes.”

A.R.S. § 16-1019. Acting under the authority of point four, municipalities have adopted ordinances creating tourism zones. *See, e.g.,* Fountain Hills Resolution No. 2012-31 (adopted

November 15, 2012); Paradise Valley Resolution No. 1241 (adopted October 13, 2011). These ordinances allow municipalities to remove political signs from the designated zones.

In June 2015, the United States Supreme Court decided *Reed v. Town of Gilbert, Arizona*, 135 S. Ct. 2218 (2015), clarifying the constitutional standard applicable to laws that restrict or limit speech based on its content. Specifically, the Court more clearly defined which laws are considered content-based and thus subject to strict scrutiny. A law subject to strict scrutiny is unconstitutional unless the government defending it can demonstrate that the law serves a compelling government interest and does so in the least restrictive manner possible.

Analysis

The *Reed* decision explicitly confirmed that *any* content-based government restriction of speech will be subject to the most rigorous level of review. *Id.* at 2227. Such restrictions will therefore most likely be found unconstitutional. *See Williams-Yulee v. Florida Bar*, 135 S. Ct. 1656, (2015) (noting that only in “rare cases” will “a speech restriction withstand[] strict scrutiny”). While the Court has long required content-based restrictions to meet this very high bar, determining when a regulation is or is not content-neutral remained open until *Reed* resolved the question by classifying any differential treatment based on “topic” as content-based:

Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. This commonsense meaning of the phrase “content based” requires a court to consider whether a regulation of speech “on its face” draws distinctions based on the message a speaker conveys. Some facial distinctions based on a message are obvious, defining regulated speech by particular subject matter, and others are more subtle, defining regulated speech by its function or purpose. Both are distinctions drawn based on the message a speaker conveys, and, therefore, are subject to strict scrutiny.

135 S. Ct. at 2227 (internal citations omitted). Under this standard, courts must apply strict scrutiny to special restrictions for political signs. *Reed* did not, however, restrict the permissibility of traditional time, place, and manner restrictions.

There are only three state laws regulating political signs in Arizona. Two of them, A.R.S. §§ 33-1261 and 33-1808, limit the ability of homeowners associations to restrict placement of political signs. A.R.S. §§ 33-1261(E), 1808(H), (I). The third statute, A.R.S. § 16-1019, imposes criminal penalties for interfering with political materials, including signs, and incorporates the exceptions described above, which allow a local government to adopt regulations relating to political signs.

Because this statute explicitly references political signs, one might suppose that it runs afoul of the First Amendment based on *Reed* because it references a particular category of speech identified by its content. To the contrary, *Reed* does not invalidate Section 16-1019. *Reed* clarified the analytical framework applicable to sign regulations that *restrict speech* and thus present “the danger of censorship” at the heart of First Amendment concerns. *Reed*, 135 S. Ct. at 2229. But nothing in Section 16-1019 restricts speech or compels the regulation of signs. Instead, it establishes the limits—under Arizona law—of what local governments may do as *they* limit or regulate signs. For example, subsection (F) recognizes that municipalities may designate certain sign-free zones within which the municipality may remove political signs. While such local laws might fall within the scope of *Reed*’s definition of content-based regulation, Section 16-1019 itself does not constitute content-based regulation.¹

A municipality desiring to enact rules specifically targeting political signs in violation of *Reed* cannot rely on Section 16-1019(F) to inoculate such rules against a First Amendment

¹ Justice Alito’s concurring opinion in *Reed* provides a number of examples of rules that are not content-based. 135 S. Ct. at 2334 (listing, *inter alia*, restrictions on size, illumination, off-premises placement, and number of signs).

challenge. The state law must now be read in light of *Reed*, and should thus be read as permitting municipalities to engage in sign regulation through the designation of tourism zones only to the extent that they do so in a content-neutral manner. In other words, such zones may not solely target political signs, but must employ generally-applicable time, place, and manner restrictions. That reconciliation with *Reed* does not affect the validity of Section 16-1019.

Conclusion

Arizona state statutes referencing political signs do not restrict speech, so *Reed* does not have implications for our state statutes. Because Section 16-1019 does not itself restrict speech, it does not implicate the First Amendment and *Reed* does not, therefore, invalidate this state law. There is no need to amend Section 16-1019 because of the *Reed* decision.

Mark Brnovich
Attorney General

Chapter 113 - SIGNS

ARTICLE I. - IN GENERAL

Sec. 113-1. - Purpose.

The purpose of this chapter is to safeguard the public interest by establishing standards for the regulation of signs within the City of Surprise. These standards are designed to:

- (1) Allow adequate signage for business identification while meeting public and private objectives;
- (2) Promote the free flow of traffic and protecting pedestrians and motorists from injury and property damage that may be caused by cluttered, distracting and illegible signage;
- (3) Prevent property damage and personal injury as a result of improperly placed or poorly maintained signs;
- (4) Promote the use of signs that are well designed, of appropriate scale, and integrated with surrounding buildings and landscape in order to meet the community's desire for quality development;
- (5) Protect property values, the local economy, and the quality of life by preserving and enhancing the appearance of the streetscape that affects the image of the city.

Sec. 113-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The word "lot" may also be used interchangeably with the words "plot" or "parcel"; the word "used" or "occupied," as applied to any land or building, shall be construed to include the words "intended, arranged, or designed to be used or occupied":

Abandoned sign: Any sign located on a property or premises, which is vacant and unoccupied for a period of 30 calendar days, or a sign which is damaged, in disrepair, or vandalized and not repaired within 30 calendar days of the date of the damaging event.

Above-roof sign: A sign displayed above the peak or parapet of a building.

Advertising copy: Words, letters or graphics painted, carved, etched or mounted on the face of any sign used to advertise a business, product, service or place. Advertising copy shall not include the name of the business.

Alteration: Any change in architectural, structural or copy of an existing sign.

Animated sign: A sign which has movement or the optical illusion of movement of any part of the sign structure, design or pictorial segment, including the movement of any illumination or flashing or varying of light intensity; or the automatic changing of all or any part of the facing of a sign; or any movement or rotation of a sign or any part of the sign structure; or emits audible sound.

Applicant: Any person who applies for a sign permit in accordance with the provisions of this chapter.

Arterial street: Any principal, major, or minor arterial street as classified and designated in the city general plan and transportation plan.

Awning sign: Any sign with information painted or integrated into a structure covered with fabric, metal or other material and supported by a building at one or more points.

Backlit sign: A light source that is concealed or contained within the graphic and becomes visible in darkness through a translucent surface.

Banner: A sign composed of a logo or design, which may include advertising copy, on a lightweight material either enclosed or not enclosed in a rigid frame and secured or mounted to allow motion caused by the atmosphere.

Bare-bulb illumination: An exposed light source that consists of light bulbs or a string of light bulbs.

Billboard sign: Any sign that advertises a business, commodity, service, entertainment, product or attraction sold, offered or existing elsewhere than on the property where the sign is located.

Breakaway design feature: A structural feature built into the sign, according to the state department of highways that allows the sign to collapse on impact.

Building: Any structure having enclosed space and a roof for the housing and enclosure of persons and animals, or chattels.

Building wall: The individual sides of a building.

Business: An establishment that engages in the purchase, sale, barter or exchange of goods, wares, merchandise or services; or the maintenance or operation of offices or recreational or amusement enterprises.

Business name: The name by which a business is commonly recognized and used by the applicant but does not include slogans or product information.

Canopy: A structure other than an awning made of cloth, metal or other material with frames affixed to a building and carried by a frame that is supported by the ground.

Changeable copy: Text or graphics on signs that are changed at frequent intervals of more than once a day.

Commercial farm or ranch sign: A sign that identifies the name of any farm or ranch.

Construction fence screen sign: A temporary sign that identifies the future development and acts as a security barrier to the construction site.

Development: Any human-made change to improve or alter real estate, including, but not limited to, buildings or structures, mining, dredging, filling, grading, paving or excavation drilling operations.

Development sign: A sign used to identify an approved future development.

Directional sign: An on-premises sign, other than a kiosk sign, that includes only information assisting in the flow of pedestrian or vehicular traffic, such as enter, exit and one-way signs, and which do not display corporate colors, logos or other commercial messages.

Directory sign: Any sign, other than an identification sign, which is centrally located and lists only the names, uses or locations of the various businesses or activities conducted within a building or group of buildings.

Emergency sign: A sign erected by a governmental agency, a public utility company, or a contractor performing work within any right-of-way.

External illumination: Illumination of a sign that is affected by an artificial source of light not contained in the sign itself.

Facade: The side of a building below the eaves.

Facade, blank: The side of a building below the eaves that is blank and does not have windows or architectural detail.

Fascia sign: Any sign that is mounted against the horizontal piece covering the joint between the top of a wall and the projecting eaves of the roof.

Flashing illumination: Illumination in which the artificial source of light is not maintained stationary or constant in intensity and color at all times when a street graphic is illuminated, including illuminated lighting.

For sale, lease and rent signs: Any temporary sign that indicates a single premises, building or vacant lot that is currently for sale, lease or rent.

Freestanding sign: A sign that is erected on its own self-supporting permanent structure, detached from any supporting elements of a building.

Freeway sign: A freestanding single user or multi-tenant sign identifying an on-premise use, on property abutting or part of a complex/center abutting any freeway right-of-way, oriented to and intended to be read from the freeway. For the purposes of this section, a center/complex shall further be defined to include those projects under a common zoning case or development without regard to property ownership or individual parcel use.

Front-lit sign: A sign that is illuminated from a source placed in front of the graphic meant to illuminate only the graphic.

Grand opening sign: A temporary banner displayed on a premise on which a grand opening is in progress.

Ground sign: A sign supported by one or more uprights, posts, or bases placed upon or affixed in the ground and not attached to any part of a building. It includes a pole sign and a monument sign.

Height: The vertical distance from the top of the highest element of the sign or sign structure to the top of the curb or crown of the roadway where no curb exists.

Home occupation sign: A sign used to advertise a home-based business.

Identification sign: A sign that identifies only the business, place, organization, building, street address or person on the property on which it is located.

Illuminated sign: A sign on which the surface is artificially lighted internally or externally.

Illumination or illuminated: A source of any artificial or reflected light, either directly from a source of light incorporated within, or indirectly from an artificial source.

Indirect illumination: A source of external illumination located apart from the sign.

Install: The action of erecting, re-erecting, constructing, placing, and posting.

Internal illumination: A light source that is concealed or contained within the sign and becomes visible in darkness through a translucent surface.

Kiosk sign: A freestanding and multiple-sided structure, city regulated, and located in public rights-of-way that displays directional information to residential and commercial subdivisions.

Lawn signs: Any signs on private property with commercial messages.

Logo: A graphic symbol representing a business, activity or use.

Maintenance: The replacing or repairing of a part or portion of a sign necessitated by ordinary wear, tear or damage beyond the control of the owner, or the reprinting of existing copy without changing the wording, composition, original color or size of the copy.

Mansard sign: A sign permanently affixed to a wall or surface designed to protect the edge of a roof, such surface being no more than 30 degrees from vertical.

Marquee: A permanent structure other than a roof attached to, supported by, and projecting from a building and providing protection from the elements.

Menu board sign: A permanently mounted sign displaying the bill of fare for a drive-thru restaurant.

Message board: A portion of a sign displaying an electronic digital message that changes more than once a day.

Modifier: A word or graphic that explains the intended use without using brand names or advertising copy.

Monument: A freestanding sign with a base at least 50 percent of the width of the sign.

Multiple-tenant complex: A nonresidential development where two or more separate businesses exist, in which there are appurtenant shared facilities (such as parking or pedestrian mall), and designed to provide a single area where the public can obtain varied products and services.

Neon tube illumination: A source of light for externally lit street graphics supplied by a neon tube that is bent to form letters, symbols, or other shapes.

Noncommercial speech: Constitutionally protected speech such as ~~political speech or~~ ideological speech that contains neither advertising copy nor obscene material or language. Signs containing only noncommercial speech shall always be considered on-premises.

Nonconforming sign: A sign lawfully erected and maintained prior to the adoption of the ordinance from which this chapter is derived that does not conform with the requirements of this chapter.

Off-premises sign: Any sign that is located on a property other than where a business is located, a product is sold, or a service is offered.

On-premises sign: Any sign that is within the legal boundaries of a parcel of property.

Open house sign: A temporary sign informing the public that prospective buyers may view available property, and the property owner's agent is on the premises during the time of the viewing.

Parapet: That portion of a building exterior wall projecting above the plate line of the building.

Parcel: A legal lot, plot, tract, or area of land having fixed boundaries.

Peak: The highest point on a roof or the highest point on another architectural element.

Permanent sign: Any sign that is constructed as lasting and enduring, remaining unchanged in character, condition (beyond normal wear) and position, and in a permanent manner affixed to the ground, wall or building.

Planned area development (PAD): A development pursuant to section 125-194 as it exists or as it may be amended.

Pole sign: A freestanding sign that is permanently supported in a fixed location by a structure of poles, uprights, or braces from the ground and not supported by a building or a base structure.

~~Political sign: A temporary sign used to advertise the candidacy of an individual, ballot proposition, or to encourage a citizen to vote.~~

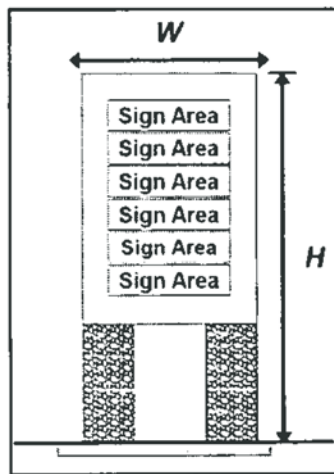
Portable sign: Any sign not affixed to a structure or ground-mounted on a site that does not meet the definition of sandwich sign.

Project: Any parcel of land with designated legal boundaries on which development action has been approved by the city.

Projecting sign: A sign attached to a building or other structure and extending in whole or in part beyond the building.

Public sign: A sign erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, or direct or regulate pedestrian or vehicular traffic.

Pylon sign: A freestanding sign, larger than a monument sign, supported by a single pylon or supported by a maximum of two pylons.



Pylon Sign

Raceway cabinet: An aluminum channel box not more than eight inches in depth used to mount signage to a wall or other structure.

Reader panel: That portion of any sign that permits a regular change of copy, including electronic copy, which does not change more than once a day.

Real estate sign: A temporary sign located on premises used to advertise the availability of real property.

Residential entry sign: A sign that is placed at the entrance to a multifamily or duplex development, manufactured home park, or single-family development only in order to identify the name of the development.

Roof sign: Any sign erected on a roof, or a sign that projects above the highest point of the roofline, parapet or fascia of the building.

Roofline: The highest point of the main roof structure or the highest point on a parapet, but shall not include cupolas, pylons, projections or minor raised portions of the roof.

Sandwich sign or A-frame sign: A double-faced, portable sign, which is not permanently ground-mounted or affixed to any structure on site, and is designed in the shape of an "A".

Shingle sign: any sign suspended from, and located entirely under a covered porch or walkway.

Shopping center or plaza: A commercial development under unified control consisting of four or more separate commercial establishments sharing a common building, or which are in separate buildings that share a common entranceway or parking area.

Sign: Any device (including, but not limited to, letters, words, numerals, figures, emblems, pictures, or any part or combination) used for visual communication that attracts the attention of the public and is visible from public or private rights-of-way or other properties; but shall not include any flag, badge or insignia of any governmental unit.

Sign copy: The letters, words or graphics used to convey information on the sign.

Sign structure: The supports and framework of the sign.

Sign walker: An individual carrying a portable sign intended to convey an advertising message to vehicular traffic.

Signable area for projecting signs and awnings: One area enclosed by a box or outline or within a single continuous perimeter composed of a single rectangle, circle, triangle, or parallelogram enclosing the extreme limits of characters, lettering, illustrations, ornamentations, or other figures.

Signable area for roof and wall graphics: One area free of architectural details on the facade of a building or part of a building, which shall include the entire area enclosed by a box or outline or within a single continuous perimeter composed of a single rectangle, circle, triangle, or parallelogram enclosing the extreme limits of characters, lettering, illustrations, ornamentations, or other figures.

Snipe sign: Any sign that is posted on trees, landscaping, utility poles or structures, streetlights, fences, fire hydrants, bridges, curbs, sidewalks, park benches parkways, streets, right-of-ways, or other locations on public property.

Street number sign: Any sign that gives the street address number of the building.

Subdivision: A subdivision pursuant to chapter 121.

Temporary sign: Any sign not permanently affixed and intended for a limited period of display.

Time and temperature sign: A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature.

Vehicle sign: Any sign mounted upon, painted, or otherwise erected on trucks, cars, boats, trailers, other motorized vehicles or equipment.

Wall sign: A sign mounted flat against and projecting less than 14 inches from, or painted on, the wall of a building or structure with the exposed face of the sign in a plane parallel to the face of the wall, but not including window signs.

Window sign: Any sign, picture, symbol or combination thereof, that communicates information about an activity, business, commodity, event, sale or service, and is placed inside a window or upon the window panes or glass and is visible from the exterior of the window. Signs placed or hung in any manner within three feet of the windowpane shall be considered a window sign.

Sec. 113-3. - Conflict.

If any portion of this chapter is found to be in conflict with any other provisions of any zoning, building, fire, safety or health provisions of this Municipal Code, the provision that establishes the higher standard shall prevail.

Sec. 113-4. - Signs prohibited.

- (a) No person shall erect, place, establish, paint, create or maintain a sign in the city except as provided in this chapter. All signs that are contrary to the provisions of this chapter are declared to be in violation, and as such may be abated as provided by law.
- (b) The following signs are prohibited. Any:
 - (1) Abandoned sign;
 - (2) Animated sign, except as specified in this chapter;
 - (3) Billboard sign;
 - (4) Off-premises sign, except as permitted within this chapter;
 - (5) Portable sign;
 - (6) Sandwich sign, except as permitted within this chapter;
 - (7) Snipe sign;
 - (8) Sign which inhibits free ingress to or egress from any door, window or any exit way required by the International Building Code as adopted and amended by the city, or by fire department regulations;
 - (9) Sign that may obstruct the line of sight of any authorized traffic sign, signal or other traffic control device; or any sign by reason of shape, color or position that interferes with or may be confused with any authorized traffic signal or device;
 - (10) Sign placed in a location that will obstruct vision of a vehicle operator while entering, exiting or traveling upon the public right-of-way;
 - (11) Sign located in a manner that interferes with pedestrian travel or poses a hazard to pedestrians;
 - (12) Vehicle sign when mounted or placed on any trailer, boat, or motor vehicle that is parked, stored or displayed in a manner to attract the attention of the public for advertising purposes;

- (13) Sign with flashing, blinking, rotating lights, exposed neon or similar tube type illumination, bare incandescent, fluorescent, metal halide, or high or low pressure sodium light bulbs or mercury vapor light sources;
- (14) Sign placed in rights-of-way, except as specified in this chapter;
- (15) Message board;
- (16) Roof-mounted sign;
- (17) Any other sign that is not expressly permitted by this chapter;
- (18) Home occupation sign;
- (19) Pole-mounted banners, attention flags, wind-driven spinners, streamers, search lights, strobe lights, holographic projections, laser light displays, inflatable signs, or balloons;
- (20) Any flag not associated with a governmental unit.
- ~~(21) Political signs displayed more than 60 calendar days prior to an election or seven calendar days after an election.~~

Sec. 113-5. - Signs in the right-of-way.

- (a) It is unlawful for any person to install a sign in any public right-of-way, except for the following:
 - (1) Public signs;
 - (2) City-regulated kiosk signs;
 - (3) Emergency signs.
- (b) The city manager or designee is authorized to immediately remove any illegal sign located in any public right-of-way.

Sec. 113-6. - Building identification.

- (a) For all uses other than single-family residential:
 - (1) Numbers shall be provided on the front of the building unless an alternative location is approved by the city fire chief or designee.
 - (2) The numbers shall be visible and legible from the street fronting the property.
 - (3) All commercial and industrial uses shall be sized according to the following table:

Building setback from main road	Minimum size address number
0—50'	9"
51—100'	12"
101' and above	15"

(b) For single-family residential, residential dwellings shall have four-inch high address numbers that are contrasting in color to the background color of the house.

Sec. 113-7. - Permits and licenses required.

No person shall erect, place, establish, paint, create or maintain any sign in the city without first obtaining all required permits and licenses as regulated by this chapter or any other laws.

Sec. 113-8. - Signs not requiring a permit.

No person shall be required to have a permit for the following signs; provided, however, that such signs shall be subject to any and all applicable provisions of this chapter or any other law:

- (1) Public signs;
- (2) Directional signs, when wall-mounted or, if detached, where not exceeding a height of three feet;
- (3) Emergency signs;
- (4) Portable electronic signs used by the city for special events;
- (5) Way finding signs for public buildings and facilities;
- (6) Development sign as described under section 113-158(b);
- (7) Temporary window graphics, consistent with restrictions herein;
- ~~(8) Political signs displayed in conjunction with an election erected no earlier than 60 calendar days prior to the election and removed seven calendar days after the election.~~

Sec. 113-9. - Maintenance.

Any individual, business or corporation who owns, erects, establishes, paints, creates or maintains any sign, including a nonconforming sign, shall maintain the sign in good order and repair at all times so that it does not constitute any danger or hazard to public safety, or a visual blight, and is free of peeling paint, major cracks, or loose, dangling or torn materials. All lighting shall also be kept in good order, and burnt out bulbs shall be replaced.

Sec. 113-10. - Sign approval as part of site plan approval.

- (a) For all developments requiring site plan approval, information on the proposed design and location of all permanent and temporary signs for the life of the project, subject to the guidelines presented herein, shall be submitted for review and approval by the planning and zoning commission.
- (b) A site plan application shall be made to the community development department. Such application shall be made on forms, together with documents and drawings, and shall be submitted in both paper and electronic format. The specific contents of the application shall be described in the application packet.
- (c) The site plan application shall not be accepted for processing until all required information as described in the application is provided to the community development department and appropriate fees are paid.
- (d) Any amendment or modification to an approved site plan application shall be resubmitted for approval. All amendments shall be shown on a site plan amendment application.

Sec. 113-11. - Kiosk signs.

- (a) Purpose. The purpose of a kiosk sign is to provide a uniform, coordinated method of offering developers a means of providing directional signs to their projects that are located within the city or the city's municipal planning area, while minimizing confusion among prospective buyers who wish to inspect development projects, while promoting traffic safety and reducing the visual blight of sign proliferation.
- (b) Authority to erect in rights-of-way. The city is permitted to erect kiosk signs in the public right-of-way at sites approved by the city manager or designee.
- (c) Permit required. The city shall review and approve all proposed locations prior to installation of kiosk signs.

Secs. 113-12—113-40. - Reserved.

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

DIVISION 1. - GENERALLY

Sec. 113-41. - Code administrator.

The city manager or designee shall be the authorized code administrator for the city. The city manager or designee shall implement, administer, and enforce this chapter, and may establish rules, regulations and procedures to implement, administer and enforce this chapter.

Sec. 113-42. - Sign permit applications.

- (a) A sign permit application shall be made to the community development department. Such application shall be made on forms, together with documents and drawings. The specific contents of the application shall be described in the permit application packet.
- (b) The city manager or designee shall not issue permits for the use, construction, reconstruction or alteration of any sign structure, until adequate information is submitted to determine the proposed action is in conformance with the provisions of these sign regulations.
- (c) The city manager or designee may, in writing, suspend or revoke a permit issued under the provisions of this section whenever the permit is issued on the basis of a material omission or misstatement of fact, or in violation of this chapter or this Code.
- (d) No permit for a sign issued by the city shall be deemed to constitute permission or authorization to maintain a public or private nuisance, nor shall any permit issued hereunder constitute a defense in any action to abate a nuisance.
- (e) Whenever any sign for which a permit is required by this chapter has been placed, erected or displayed without first obtaining a permit, a special investigation shall be made before a permit may be issued. If a permit is obtained after a sign has been erected, the sign fee shall be doubled.
- (f) Whenever any sign requires an electrical permit, both the sign permit and the electrical permit must be issued and obtained simultaneously or may be included under one sign permit.

Sec. 113-43. - Permit fees and refunds.

- (a) Before the city issues any sign permit required by this chapter, the applicant shall pay all fees in accordance with the schedule as set by city council resolution.
- (b) For refunds, the applicant must submit a refund request form along with a copy of the sign permit to the city manager or designee. Refunds shall be permitted in accordance with the provisions of the International Building Code as adopted and amended by the city.

Sec. 113-44. - Variances, comprehensive sign programs and administrative appeals.

- (a) An application requesting a variance from the provisions of this chapter shall be submitted to the city manager or designee and acted upon by the board of adjustment in accordance with chapter 125, as it exists or as it may be amended.
- (b) An application for a comprehensive sign program required by this chapter shall be submitted to the city manager or designee and acted upon by the planning and zoning commission in accordance with the site plan process in section 125-33, as it exists or as it may be amended.
- (c) An application for administrative appeal shall be submitted to the city manager or designee and acted upon by the board of adjustment in accordance with chapter 125, as it exists or as it may be amended.

Sec. 113-45. - Violations and revocation of permits.

The city manager or designee may revoke any permit authorizing the erection of any sign that is in violation of the permit or this chapter. The following is the revocation process:

- (1) Notice of the city manager or designee's decision to revoke a sign permit shall be served upon the applicant and/or business owner of such permit:
 - a. By delivering in person a copy of the notice to the applicant of the permit or to one of its officers;
 - b. By leaving a copy of the notice with any person in charge of the premises;
 - c. In the event no such person can be found on the premises, by affixing a copy of the notice in a conspicuous position at an entrance to the premises and by the certified mailing of another copy of the notice to the last known post office address of the applicant and/or business owner of such permit; or
 - d. By posting a copy of the notice on the sign in violation and by the certified mailing of another copy of the notice to the last known post office address of the applicant and/or business owner of such permit.
- (2) The applicant of the permit may appeal the decision of the city manager or designee to revoke the permit to the board of adjustment, in writing, within 15 calendar days from the date when the notice was served.
- (3) If no appeal has been taken at the end of 15 calendar days, the permit is revoked. The city manager or designee shall then initiate the process for the removal of the illegal sign in accordance with section 113-46.

Sec. 113-46. - Removal of signs.

- (a) The city manager or designee is authorized to require removal of any illegal sign.
- (b) Before bringing an action to require removal of any illegal sign, the city manager or designee shall give written notice to the owner of the sign or the owner of the premises on which such sign is located. The notice shall state the violation charged, and the reasons and grounds for removal, specify the deficiencies or defects and what repairs, if any, will make the sign conform to the requirements of this chapter, and specify that the sign must be removed or made to conform with the provisions of this chapter with the notice period provided in subsection (c) of this section.
- (c) Notice period.
 - (1) The notice period for permanent signs shall be five calendar days.
 - (2) The notice period for temporary signs shall be 48 hours.
 - (3) Re-erection of any sign or substantially similar sign on the same premises after a compliance notice has been issued shall be deemed a continuation of the original violation.
- (d) Service of notice shall be made personally on the owner or lessee, or by certified mail addressed to the owner or lessee at the address specified in the permit or the last known address.
- (e) If the owner or lessee of the premises upon which the sign is located has not demonstrated to the satisfaction of the city manager or designee that the sign has been removed or brought into compliance with the provisions of this chapter by the end of the notice period, then the city manager or designee shall certify the violations to the city attorney for prosecution.
- (f) The city manager or designee may remove any illegal sign which exists or has been re-erected after the expiration date of the notice period, if the owner or lessee of the premises has been issued a compliance notice at least once before for the same violation involving the same or similar sign.
- (g) Notwithstanding the above, the city manager or designee may cause the immediate removal or repair (without notice to the owner of the sign, or of the property on which it is located) of any unsafe or defective sign or signs that creates an immediate hazard to persons or property, or of any sign which is placed in any right-of-way in violation of section 113-5.
- (h) If the city removes an illegal sign pursuant to this section, the city may petition the court to recover the costs, expenses and attorney fees that the city incurred in removing the illegal sign and in bringing the petition for recovery. If the court finds by a preponderance of the evidence that the city is entitled to recover, the court may order the defendant to pay to the city the amount of the costs, expenses and attorney fees reasonably incurred by the city, and may enter judgment in favor of the city and against the defendant in that amount.

Sec. 113-47. - Penalties for violations.

Any person who violates any provision of this article or any provision of any code adopted by this article shall be guilty of a civil or criminal violation.

Sec. 113-48. - Liability for damages.

The provisions of this chapter shall not be construed to relieve or to limit in any way the responsibility or liability of any person which erects or owns any sign for personal injury or property damage caused by the sign; nor shall the provisions of this chapter be construed to impose upon the

city's officers, city manager or the employees any responsibility or liability by reasons of the approval of any sign under the provisions of this chapter.

Secs. 113-49—113-69. - Reserved.

DIVISION 2. - NONCONFORMITIES

Sec. 113-70. - Maintenance.

Any person owning or maintaining a legal nonconforming sign shall maintain such sign in good condition pursuant to section 113-9.

Sec. 113-71. - Alterations.

It is unlawful for any person owning or maintaining a legal nonconforming sign or sign structure to alter, reconstruct, replace or relocate such sign. Reasonable repair and maintenance of said sign is limited to a maximum total of 50 percent of the sign's or structure's reproduction cost as determined from an appraisal by a competent appraiser.

Sec. 113-72. - Removal.

- (a) Any person owning or maintaining a legal nonconforming sign shall remove or bring the sign into conformance with this chapter when:
 - (1) More than 50 percent of the reproduction cost of the sign or sign structure has been damaged or destroyed or by any means taken down;
 - (2) The condition of the sign has deteriorated to such an extent that the cost of repairs exceeds 50 percent of the reproduction cost of the sign or sign structure as determined from an appraisal by a competent appraiser;
 - (3) The use of the sign or the property on which it is located has ceased, become vacant or been unoccupied for a period of three months or more.
- (b) In the event any of these should occur, the sign shall be presumed to be abandoned and shall be removed by the owner of the property, his agent, or person having the beneficial use of the building or structure upon which the sign or sign structure is erected within 30 calendar days after written notification from the community development director.

Secs. 113-73—113-102. - Reserved.

ARTICLE III. - LOCATION, DESIGN AND CONSTRUCTION SPECIFICATIONS

Sec. 113-103. - General regulations.

- (a) All signs shall be structurally designed, constructed, erected and maintained in accordance with all applicable provisions and requirements of this Code.
- (b) Signs are considered a component of the site's design and building architecture; and they shall be architecturally integrated with their surroundings in terms of size, shape, color, texture and lighting so that they are complimentary to the overall design of the building.
- (c) The owner of any building shall identify every building or groups of buildings with a street number sign. The street number sign shall not be computed as part of the total of the sign area permitted and shall not require a permit. Refer to the Code section on Building identification for requirements.
- (d) New development shall anticipate the need for signs and provide a comprehensive sign program that:
 - (1) Establishes a theme of conceptual master design for all signs within the comprehensive sign program;
 - (2) Allows for flexibility for new users as buildings are re-tenanted;
 - (3) Provides for convenient and attractive placement of signs;
 - (4) Specifies quality materials that complement the style, color, and materials of the building.
- (e) New signs proposed for attachment to existing buildings must provide a compatible appearance with the building sign of other tenants and where multiple signs exist on a single building there shall be unifying elements such as size and/or color to reduce sign clutter and confusion.
- (f) The use of metal is an acceptable material for signs; provided that it has been formed, etched, cast, engraved, and/or properly primed, treated, painted, or factory-coated to protect against corrosion.
- (g) The use of wood is an acceptable material for signs; provided that it is compatible with architectural character of the development and it is properly scaled, primed, painted, or stained.
- (h) Signs attached to masonry, concrete or steel shall be safely and securely fastened thereto by means of metal anchors, bolts, or approved expansion screws of sufficient size and anchorage to support safely the loads applied.
- (i) All sign supports shall be an integral part of the sign design. There shall be no visible angle iron supports, guy wires, braces, or other supports.
- (j) Cabinet signs shall only be permitted when constructed with aluminum or other solid opaque face containing routed copy or letters mounted to the aluminum cabinet. Lexan, acrylic, or any other type of backlit material is not permitted except when used in individual routed lettering. The use of opaque vinyl on lexan, acrylic, or any similar material shall not be permitted as an acceptable face material except when used as individual lettering.
- (k) Signs shall be placed so they are not obscured by landscaping when it has reached full maturity.
- (l) Illuminated signs and flagpoles are permitted by this article unless otherwise specified. Illumination may be either by direct, internal or internal direct as allowed herein, and it is unlawful for any person to install illumination that creates any glare or reflection onto any adjacent property, or onto a street or alley, or into the night sky or so as to create a traffic hazard.

Sec. 113-104. - Requirements and standards.

(a) Sign measurement criteria.

(1) Area. Sign area for all sign types is measured as follows:



Sign Area Measurement

- a. Sign copy mounted, affixed, or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy, is measured as that area contained within the sum of the smallest rectangle that will enclose both the sign copy and the background.
- b. Sign copy mounted as individual letters or graphics against a wall, fascia, mansard, or parapet of a building or surface of another structure, that has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy, is measured as a sum of the smallest rectangle that will enclose each word and each graphic in the total sign.



Sign Area includes Logo

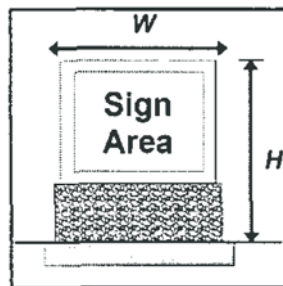
- c. Sign copy mounted, affixed, or painted on an illuminated surface, or illuminated element of a building or structure, is measured as the entire illuminated surface or illuminated element which contains sign copy. Such elements may include, but are not limited to, lit canopy fascia signs, spanner board signs, and/or interior lit awnings.
 - d. Multi-face signs are measured as follows:
 1. Two face signs: If the interior angle between the two sign faces is 45 degrees or less, the sign area is of one sign face only. If the angle between the two sign faces is greater than 45 degrees, the sign area is the sum of the areas of the two sign faces.
 2. Three or four face signs: The sign area is 50 percent of the sum of the areas of all sign faces.
 - e. Spherical, free-form, sculptural, or other nonplanar sign area is 50 percent of the sum of the areas using only the four vertical sides of the smallest four-sided polyhedron that will encompass the sign structure. Signs with greater than four faces are prohibited.
- (b) Sign illumination. All permanent signs may be nonilluminated, illuminated by internal, internal indirect (halo), or lit by external indirect illumination, unless otherwise specified.

- (1) Internal illumination. Signs with internal illumination shall conform with dark sky principles and not cause glare or reflection onto any adjacent property, street, or alley, or so to create a traffic hazard.
 - (2) External indirect illumination. Externally lit signs are permitted to be illuminated only with steady, stationary, down-directed and shielded light sources directed solely onto the sign. Light bulbs or light tubes, excluding neon, used for illuminating a sign shall not be visible from adjacent public rights-of-way or residential properties.
 - (3) Neon and LED.
 - a. Exposed neon tube illumination and LED is not permitted.
 - b. Visually exposed neon is permissible in the nonresidential districts as long as the neon has a clear plastic face to protect it from breakage and weather damage. Visually exposed neon and LED shall not be permitted on freestanding signs.
 - c. Neon illumination utilized as a sign copy projection, border, frame, or other embellishment of sign copy, or other features, consistent with the definition of "sign" in section 113-2, shall be included in the total square footage of the sign.
 - d. Neon, LED or other forms of illumination shall not be used as a border or outline for any architectural element of the building.
- (c) Structure and installation.
- (1) Raceway cabinets. Raceway cabinets, where used as an element of building-mounted wall signs, shall match the building color at the location of the building where the sign is located. Where a raceway provides a contrast background to sign copy, the colored area is counted in the aggregate sign area permitted for the site or occupancy. Raceways shall not be used on roof-mounted signs, freestanding signs, or landscape wall signs.
 - (2) Support elements. The support elements for all signs shall appear to be free of any angle iron, bracing, guy wires or similar features.
 - (3) Electrical service. When electrical service is provided to freestanding signs or landscape wall signs, all such electrical service is required to be underground and concealed. Electrical service to building-mounted signs, including conduit, housings, and wire, are to be entirely concealed or, when necessary, painted to match the surface of the structure upon which they are mounted.
 - (4) Permanent signs. All permanent signs permitted by this chapter shall be constructed of durable material capable of withstanding continuous exposure to the elements and conditions of the urban environment.
- (d) Sign maintenance. It shall be unlawful for any owner of record, lessor, lessee, manager, agent, or other person having lawful possession or control over a building, structure, or parcel of land to fail to maintain the property and all signage thereon, in conformance with this Code. Failure to maintain signs and/or property constitutes a violation of this Code.
- (1) General maintenance. Complete maintenance is required for all signs, whether or not in existence prior to the adoption of the ordinance from which this chapter is derived. Maintenance of a sign shall include periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded, peeled, cracked, or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the

sign so that it continues to conform to the requirements and contents of the sign permit issued for its installation and provisions of this chapter.

- (2) Landscape maintenance. Replacement of plant materials that do not survive after installation in required landscaped areas is required within the next planting season or within six months of the plant's demise. Required landscaped areas contained by a fixed border, curbed area, or other perimeter structure shall receive regular repair and maintenance.
- (3) Removal of unused sign support structures. Removal is required of any vacant and/or unused sign support structures, angle irons, sign poles or other remnants of old signs, which are not currently in use, or proposed for immediate reuse evidenced by a sign permit application for a permitted sign.
- (4) Removal of obsolete signs. Signs which conform to the provisions of this chapter, but which reflect obsolete sign copy, may remain in place; provided that the sign copy is left unlit and/or blank for a time period up to 30 calendar days after the use or activity it identified has ceased and/or the property has become vacant. A one-time extension of 30 calendar days may be granted by the city manager or designee, provided the copy has been left unlit and/or blank, and when such extension is requested by the owner or person in control of the vacant property.

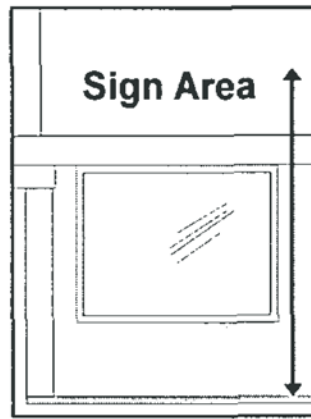
Sec. 113-105. - Sign height.



Sign Measurements

Sign heights shall be measured as follows:

- (1) Freestanding sign. The height of all signs shall be the vertical distance from the top of the highest element of the sign or sign structure to the top of the curb or crown of the roadway where no curb exists. The height of any monument base or other structure erected to support or ornament the sign shall be measured as part of the sign height.
- (2) Wall, fascia, mansard and parapet-mounted signs. Height shall be the vertical distance to the top of the sign or sign structure from the base of the wall on which the sign is located.



Wall Sign

Sec. 113-106. - Inspections.

All signs for which a permit is required shall be subject to the following inspections, unless waived by the city manager or designee:

- (1) Footing inspections on all freestanding signs except freestanding signs that are five feet or less in height with a maximum area of 32 feet;
- (2) Electrical inspections on all signs prior to placement;
- (3) Final inspection that shall cover the sign location, structural members and placement of the inspection marker in accordance with this article.

Sec. 113-107. - Inspection markings.

Any person installing or erecting a permanent sign as regulated by this chapter shall ensure that such signs be marked with the maker's name and the person erecting such sign, the date of installation, and the permit number as approved by the city manager or designee.

Secs. 113-108—113-127. - Reserved.

ARTICLE IV. - ZONING DISTRICT RESTRICTIONS

Sec. 113-128. - Residential zones.

(a) Residential uses in residential zones.

(1) Generally.

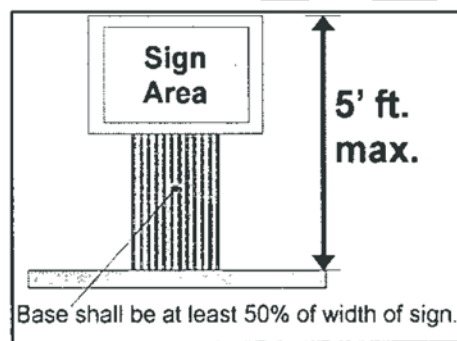
- a. Applicable zones. This subsection (a) applies to all signs for residential uses, and in all residential areas which are vacant or are in a planned area development (PAD) zone.
- b. Permitted signs. Only signs that are specifically permitted by this subsection (a) are allowed. Any sign that is not specifically permitted by this subsection (a) is prohibited.

c. Aggregate sign area allowed.

1. Parcels less than or equal to two acres. Except as otherwise permitted, the aggregate sign area for any parcel located in a residential zone and which is less than two acres shall not exceed one and one-half square feet.
2. Parcels larger than two acres. Except as otherwise permitted, the aggregate sign area for any parcel located in a residential zone and which is larger than two acres shall not exceed eight square feet.

(2) Wall signs. Wall signs are permitted, but shall not exceed a height of 15 feet.

(3) Freestanding signs.



Freestanding Sign

- a. One freestanding sign shall be permitted on each parcel with a maximum height of five feet and a maximum area of one and one-half square feet.
 - b. A freestanding sign may include only the name of the occupant and the street address. Such sign shall not include any advertising copy.
 - c. The base shall have an aggregate width of at least 50 percent of the width of the sign.
 - d. Reader panels are not permitted.
- (4) Residential entry sign. A maximum of two residential entry signs, placed at the entrance to a multifamily or duplex development, manufactured home park, or single-family development only in order to identify the name of the development, and with a maximum aggregate area of 48 square feet shall be permitted at each main entrance. The residential entry signs may be freestanding signs. The residential entry signs may include only the name of the development and the street address, and shall not include advertising copy.

- (5) Temporary signs. Temporary signs are only permitted in accordance with article V of this chapter.
- (b) Nonresidential uses in residential zones.
- (1) Generally.
- a. Applicable zones. This subsection (b) applies to all signs for nonresidential uses in residential zones which includes, but are not limited to, churches, schools, institutions, commercial farms or ranches, public facilities and similar activities which are located in R1-43, R1-18, R1-12, R1-8, R1-5, R-2 or R-3 zones and for all nonresidential uses in residential areas in a planned area development (PAD) zone.
 - b. Permitted signs. Only signs that are specifically permitted by this subsection (b) are allowed. Any sign that is not specifically permitted by this subsection (b) is prohibited.
 - c. Maximum aggregate area. The maximum aggregate area of all signs on a parcel shall not exceed 48 square feet.
- (2) Wall signs. Wall signs are permitted.
- (3) Freestanding signs.
- a. One freestanding sign shall be permitted on each parcel with a maximum height of ten feet and a maximum area of 24 square feet.
 - b. A freestanding sign may include only the name of the facility, building or organization it is intended to identify. Such sign shall not include any advertising copy. The sign must include the number of the street address, but the area of these numerals shall not be included in calculating the allowed sign area.
 - c. The base shall have an aggregate width of at least 50 percent of the width of the sign.
- (4) Wall, fascia, mansard and parapet signs. Wall, fascia, mansard and parapet signs are permitted, and may identify the facility, building or organization by name or by name and principal activity when the name alone does not identify the general nature of the use, and may include the street address.
- (5) Directional signs. Directional signs are permitted when required to assist the flow of traffic. Directional signs shall not exceed six square feet in area or three feet in height. Off-site directional signs are prohibited.
- (6) Directory signs. Directory signs are permitted for nonresidential uses in multi-residential developments and other multiple-tenant facilities. Directories shall be provided at all driveway entrances for all multi-residential developments, mobile home parks, or when required by the fire chief or designee.
- a. Each directory shall be illuminated with a maximum area of 18 square feet and a maximum height of six feet.
 - b. The number and location of the signs must be approved by the city manager or designee and the fire chief.
- (7) Reader panels.

- a. Reader panels shall only be permitted for schools and public facilities located in residential zone districts to identify school and community activities.
 - b. All electronic message displays shall be turned off between the hours of 10:00 p.m. and 7:00 a.m. each day.
 - c. Fifty percent of the maximum sign area may be used for changeable copy whether it is LED, plastic zip track, or any method of replaceable lettering.
 - 1. Any sign using plastic zip track or any other method of replaceable lettering shall have a secured, clear, plastic or lexan cover to mitigate the risk of potential vandalism.
 - 2. Any sign using an electronic messaging system shall not be visible to any minor or major arterial street.
- (8) Temporary signs. Temporary signs are only permitted in accordance with article V of this chapter.

Sec. 113-129. - Nonresidential zones.

(a) Generally.

- (1) Applicable zones. This section applies to all signs in nonresidential zones and in all nonresidential areas in a planned area development (PAD) zone, unless otherwise restricted.
- (2) Permitted signs. Only signs that are specifically permitted by this section are allowed. Any sign that is not specifically permitted by this subsection (a) is prohibited.
- (3) Aggregate sign area allowed.
 - a. Unless otherwise modified by this section, the maximum aggregate sign area for any business is one square foot of signage for each linear foot of the business wall elevation along the street frontage on which the sign is displayed. Businesses on a separate parcel or lot, or on a PAD site within a project of three or more businesses, shall be permitted sign area as described in subsection (a)(3)a of this section for any one elevation, with sign area on all other elevations not to exceed one-half square foot for each linear foot of elevation where the sign is displayed.
 - b. The total aggregate area excluding all freestanding signage shall not exceed 300 square feet and the maximum total sign area of any one elevation shall not exceed 200 square feet. Businesses that share a building structure and do not have a designated leased/owned frontage shall be considered one business for the purpose of determining total aggregate area of street graphics.

(b) Wall, fascia, mansard, and parapet.

(1) Generally.

- a. Wall, fascia, mansard and parapet signs are allowed only on the exterior elevation of the space occupied by the business.

- b. Wall, fascia, mansard or parapet signs may identify the individual businesses, building complex, or center, by name, and may identify up to three principal services when the name alone does not identify the general nature of the business. Any wall, fascia, mansard or parapet sign may include the street address, but shall not include advertising copy.
- c. Units of information. Modifiers may be used on building wall signs only and shall be identical for each elevation in which the sign is displayed. The maximum height of the modifiers shall be subordinate to the vertical letter height of the business name, but shall not be less than 12 inches. Such signs shall be included when computing the sum total sign area allowed for each use.

(2) Wall, fascia, mansard and parapet signs for theaters.

- a. One wall, fascia, mansard or parapet sign for a theater may contain the name of the theatre on the elevation where the sign is displayed. Such signs shall be permitted as described in subsection (a)(3)a of this section.
- b. The reader panel shall be used exclusively for the purpose of identifying entertainment, motion pictures, or special events that occur on the premises. The sign area shall not exceed 48 square feet.
- c. Exterior poster cases shall be limited to six per theatre. The cases will not count toward the aggregate sign area.

(3) Shingle signs.

- a. One shingle sign that is designed and oriented primarily for the aid of pedestrians is permitted per business.
- b. The minimum clearance between the bottom of the sign and the nearest grade or sidewalk shall be seven feet, six inches. The size shall be approved by the city manager or designee. The shingle sign shall not be calculated within the overall aggregate sign area.
- c. A shingle sign must be located immediately adjacent to the business it identifies. The sign must be perpendicular to the store front.

(c) Freestanding signs.

(1) Generally.

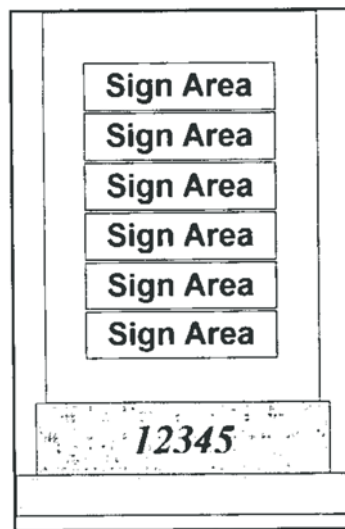
- a. Freestanding signs are permitted.
- b. The base of any freestanding sign shall have an aggregate width at least 50 percent of the width of the sign.
- c. Any freestanding sign which identifies a single-tenant building shall only bear the name of the business or building it is intended to identify, and shall not include any advertising copy.
- d. Any freestanding sign must include the number of the street address, but the area of these numerals shall not be included in calculating the allowed sign area.

(2) Maximum number and height of signs allowed. One freestanding sign shall be permitted per single-tenant building or multiple-tenant complex, except on parcels with multiple street

frontages. On parcels with multiple street frontages, one sign is permitted on each street. The freestanding sign shall not exceed a height of ten feet.

(3) Aggregate sign area allowed.

- a. Freestanding signs in industrial zones or for multiple-tenant complexes. The maximum aggregate sign area allowed for all freestanding signs in industrial zones or for multiple-tenant complexes is 48 square feet on parcels up to ten acres, 60 square feet for parcels up to 20 acres, and 80 square feet on parcels over 20 acres.
- b. Freestanding signs for single-tenant buildings. The maximum aggregate sign area allowed for all freestanding signs for single-tenant buildings in the C-1 zone is 12 square feet. The maximum aggregate sign area allowed for all freestanding signs in the C-2 and C-3 zones is 36 square feet on parcels up to two acres, and 48 square feet on parcels over two acres.



Multiple Tenant Sign

- (4) Identification of tenants in a multiple-tenant complex. Any freestanding sign within the multiple-tenant building or shopping center may identify the name of the building, complex, or center and the names of tenants within the complex. Such signs shall not include any advertising copy. Modifiers are permitted.
 - a. Panels shall only contain the name of the business or logo. No more than six panels per side are allowed on multiple-tenant freestanding sign. All individual panels will require a permit.
 - b. Panels shall not display business telephone numbers.
- (d) Directional signs. Directional signs when required to assist the flow of traffic are permitted, but shall not exceed six square feet in area or three feet in height. Such sign may include business identification by word or symbol on up to 25 percent of the sign area.
- (e) Directory signs. Directory signs when required to identify the location of the various buildings or businesses located within the center or complex are permitted as follows:

- (1) Each directory sign shall be illuminated with a maximum area of 18 square feet and a maximum height of six feet. Such directories are required at all driveway entrances and approved by the fire chief or designee.
 - (2) The number and location of the signs must be approved by the city manager or designee.
- (f) Noncommercial signs. In all commercial and industrial zones, noncommercial signs shall have a maximum area of 12 square feet and a maximum height of five feet.
- (g) Permanent window signs. Window signs may be internally illuminated only with the use of exposed neon and LED lighting. There shall be a maximum of one sign per business and such sign shall be limited to no more than 15 percent of the area of the window panel. The sign area shall be calculated against the square footage allowed the business/use. Sign copy shall be limited to business identification and a graphic symbol or any combination thereof. In no case shall product signs be allowed.
- (h) Reserved.
- (i) Gasoline service stations.
- (1) One monument sign per right of way frontage up to two total signs shall be permitted with a maximum sign area of 24 square feet each with a maximum height of five feet. Fifty percent of the allowable sign area may be used to identify the current price of gas being sold and may have changeable copy such as LED or zip track. Such signs shall be placed within a landscaped setting containing not less than 240 square feet.
 - (2) Canopy signs.
 - a. Such signs shall identify the business only.
 - b. The maximum number of signs per canopy shall be two.
 - c. The maximum sign area for any one canopy sign shall not exceed six square feet.
 - d. Any canopy sign will be calculated against total sign area allowed.
- (j) Banks.
- (1) Building wall signs.
 - a. Such sign shall identify the business.
 - b. The maximum sign area allowed for one linear foot of building wall shall be one square foot. The sign area on all other elevations is one-half square foot for each linear foot of elevation where the sign is displayed.
 - c. When the wall on which the sign is placed is 200 or more feet from any public right-of-way, the maximum sign area for each one linear foot of building wall shall be one and one-half square feet.
 - d. No part of a building wall sign shall extend above a roofline.
 - e. Such sign shall be installed with the exposed face of the sign in a plane parallel to the face of the building wall.
 - f. No part of a building wall sign shall project from a building wall a distance greater than 12 inches.

(2) Freestanding business identification signs. There shall be a maximum of one freestanding business identification sign per street.

a. Ground signs.

1. Such sign shall identify the business.
2. The maximum number of such signs per street shall be one sign.
3. Such signs shall be placed within a landscaped setting containing not less than 120 square feet.
4. The maximum area for such signs shall not exceed 12 square feet.
5. The maximum height of such signs shall be five feet.
6. Individual letters shall not cover a percentage of wall surface area greater than 50 percent.

b. Monument signs.

1. Such signs shall identify the business.
2. The maximum number of such signs per street front shall be one sign.
3. The maximum area of such signs shall be 24 square feet.
4. The maximum height of such signs shall be five feet.
5. The maximum vertical dimension of the cabinet or panel shall be four feet.
6. The maximum horizontal dimension of the cabinet or panel shall be ten feet.
7. Such signs shall be placed within a landscaped setting of not less than 240 square feet.

(3) ATM (automated teller machine) signs.

- a. Such signs shall be located on the face of the machine.
- b. Any such signs may identify the individual business name, logo, time, and principal services offered at the ATM.
- c. The area of any such signs shall not exceed ten square feet.
- d. The total sign area of all such signs at any one site shall not exceed 20 square feet.
- e. The bezel and architectural border of an ATM sign shall not be included in the sign area unless they contain sign characters, logos, or other sign graphics.
- f. The area of any ATM signage not visible beyond the boundaries of the property shall not be deducted from the sum total sign area permitted for the use.
- g. Wording, symbols, and graphics which instruct persons on the use of the ATM shall not be considered part of the sign area unless they are visible beyond the boundaries of the property and attract the attention of the public.

(4) ATM (automated teller machine) directional signs.

- a. Such signs shall be located only on a site offering automated teller services.
- b. The maximum height of such signs shall be three feet.

- c. The maximum area of such signs shall be four square feet.
 - d. A maximum area for business name or logo shall be one square foot.
 - e. Time-related information and other information commonly used by a business to reference its particular ATM is allowed.
 - f. The number and location of such signs shall be determined by the city manager or designee.
- (k) Regional commercial subdivisions (20 acres or more).
- (1) Entryway signs are allowed for commercial subdivisions.
 - (2) Such signs shall contain only the name of the subdivision.
 - (3) The maximum number of such signs for each entrance shall be two signs.
 - (4) The maximum number of such signs on each side of an entrance shall be one sign.
 - (5) The total area of such signs allowed at each entrance shall not exceed 24 square feet.
 - (6) The height of such sign shall not exceed five feet.
- (l) Temporary signs. Temporary signs are permitted in accordance with section 113-157.
- (m) Menu boards.
- (1) Two menu boards are permitted per business. Such signs may be freestanding or wall-mounted.
 - (2) The maximum aggregate area for a menu board shall not exceed 24 square feet.
 - (3) The maximum height shall not exceed six feet.
- (n) Awning signs.
- (1) A maximum of 25 percent of the front face area of an awning may be used for signage.
 - (2) The sign area shall be measured according to section 113-104 unless a distinctive background is provided.
 - (3) If letters or graphics are placed on the valence, they shall not be placed elsewhere on the awning.
 - (4) Awning signs are allowed only on the exterior elevation of the space occupied by the business.
 - (5) Sign copy shall be limited to business name and/or logo.

Secs. 113-130—113-156. - Reserved.

ARTICLE V. - TEMPORARY SIGNS

Sec. 113-157. - Standards and regulations.

Temporary signs shall be allowed in accordance with the requirements of this chapter and the following provisions:

- (1) Duration. Each parcel or business may have displayed upon it a temporary banner sign with the following limitations:
 - a. A temporary banner sign may not be displayed longer than 30 calendar days at a time.
 - b. A business is limited to two temporary sign banners per year with the exception of for sale, lease or rent signs, which may be displayed for a period of one year during the time the parcel is being sold, let or rented.
 - c. A new business may have an additional 30 calendar days beyond the limitations stated above for a grand opening sign.
 - d. Temporary banner signs must be attached to a building.
- (2) Residentially zoned parcels smaller than five acre.
 - a. Number. Each parcel shall be entitled to one temporary sign for every 50 linear feet of right-of-way frontage (minimum of one sign per parcel).
 - b. Size and height. The maximum height for all freestanding signs is five feet. For sale, lease or rent signs shall be a maximum of 12 square feet with a maximum height of eight feet.
- (3) Nonresidentially zoned parcels and residentially zoned parcels larger than five acres.
 - a. Number. Each parcel shall be entitled to one temporary sign displaying a commercial message for each side of the parcel that has right-of-way frontage, up to two temporary signs displaying a commercial message per parcel. Additionally, each parcel shall be entitled to one temporary sign displaying a noncommercial message for every 50 linear feet of right-of-way frontage.
 - b. Size and height. The maximum height for all freestanding signs is eight feet. For sale, lease or rent signs shall be a maximum of 32 square feet with a maximum height of eight feet.
- (4) For multiple-tenant commercial or industrial parcels.
 - a. Each tenant with less than 50 feet of store frontage shall be entitled to temporary banner signs, as stated above, applied to the storefront, not exceeding 12 square feet in size.
 - b. Each tenant with more than 50 feet of store frontage shall be entitled to temporary banner signs, as stated above, applied to the storefront, not exceeding 32 square feet in size.
- (5) Window signs. Such signs shall be affixed only to the interior surface of the glass. No more than 25 percent of the window on the front elevation of any business may be used for window signage. Such signs shall be used for promotional purposes and will not require a permit.
- (6) Location. Temporary signs shall not be placed in the following locations:
 - a. Off-premises.
 - b. Within five feet of the public right-of-way.
 - c. Within a site visibility triangle.
 - d. Within a public utility, water or sewer easement.
 - e. Within any parcel owned by the city, except for temporary signs placed by the city for city events.

- f. Affixed to any light pole, street pole, electrical box, or other similar structure.
- (7) Permit. A city-issued permit shall be required before installing any temporary sign displaying a commercial message.
- (8) Construction. Temporary signs may be made of paper, plastic, cloth or any other pliable material. Window signs may be painted with water-soluble paint directly on the window.
- (9) Non-conforming temporary signs. Temporary signs that become non-conforming after the adoption of the Code shall be removed within ten calendar days.

Sec. 113-158. - Development information temporary sign.

The purpose of the development information sign is to inform the public of the development name and future tenants on developments under construction. The city manager or designee may remove any development sign or construction fence screen sign if said sign violates City Municipal Code, is deemed a public or private nuisance, or is a hazard to public health and safety.

(a) Applicability.

- (1) Development signs or a construction fence screen sign shall be erected within 30 calendar days of application for a building permit or grading permit.
- (2) The development sign or construction fence screen sign shall be maintained until all principle structures are completed in the designated construction area.
 - a. In cases where the initial building has been completed and subsequent permits for other principal buildings in the construction area have been applied for, the applicant for the latest building permit will maintain the sign.
 - b. Sign is to be removed after completion of all building permits posted on sign or as directed by the city manager or designee.
- (3) Sign location to be submitted with new principle building permits.

(b) Development information sign.

- (1) Duration.
 - a. Signs must be removed once all projects in the construction area are completed. This does not include tenant improvements.
 - b. Signs will be allowed for a period of one year.
- (2) One sign per street frontage per construction area.
 - a. Construction area is to be determined by the city manager or designee.
- (3) Freestanding sign size shall be 32 square feet.

- (4) Maximum sign height shall not exceed eight feet.
 - (5) Signs must be updated for new projects in the construction area.
 - (6) Banner signs may be attached to a temporary construction fence.
 - (7) Sign text and graphics will follow City of Surprise development information sign format, unless modified by the city manager or designee.
- (c) Construction fence screen sign.
- (1) Duration.
 - a. Signs must be removed once all projects in the construction area are completed. This does not include tenant improvements.
 - b. Signs will be allowed for a period of one year.
 - (2) Maximum sign height shall not exceed eight feet.
 - (3) Sign must include:
 - a. Information provided in City of Surprise development information sign format (section 113-158(b)(7)) to exclude the elevation block.
 - b. Renderings or art relating to the site.

Secs. 113-159—113-182. - Reserved.

ARTICLE VI. - FLAGS AND FLAGPOLES

Sec. 113-183. - Regulations.

To regulate and control the use of permanent flagpoles on which a flag is located. It is unlawful for any person to place or install a flag in any zone except as follows: Any flag of the United States, or any state of the United States, foreign nations having diplomatic relations with the United States, the city, corporate flag, or any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction, or any other flag whose display is authorized by the Constitution of the United States or the constitution of the state.

The provisions are subject to the following conditions:

- (1) Only one of each flag with a maximum of three flags on any one lot or parcel shall be allowed.
- (2) Parcels zoned R1-43, R1-18, R1-12, R1-8, and R1-5 shall not have more than one flagpole per parcel.
- (3) No flagpole shall exceed the following heights per specified zone:
 - a. Parcels zoned R1-43, R1-18, R1-12, R1-8 and R1-5 shall not exceed 30 feet.
 - b. Parcels zoned R-2 and R-3 shall not exceed 35 feet.
 - c. Parcels zoned C-1, C-2, and C-3 shall not exceed 35 feet.
 - d. Parcels zoned industrial and business park shall not exceed 35 feet.

- (4) Flagpoles shall not be placed except within a landscaped setting of not less than 200 square feet.
- (5) Illumination of any flags or flagpoles shall be in accordance with section 113-103.
- (6) Nothing in this section shall apply to any flag or flagpole located on any parcel owned or operated by any federal, state or local government for a governmental purpose.

Secs. 113-184, 113-185. - Reserved.

ARTICLE VII. - FREEWAY MONUMENT SIGNS

Sec. 113-186. - General requirements.

- (a) Freeway monument signs shall be allowed only on properties zoned for commercial or industrial uses;
- (b) Buildings in excess of three stories shall be identified only by a freeway monument sign or a building-mounted wall sign and shall not be eligible for the construction of or inclusion of both types of signs;
- (c) For the purposes of this section, the height of all freeway monument signs shall be measured as the vertical distance from the finished grade of the site to the highest point of the sign structure;
- (d) Freeway monument signs shall not be counted as a portion of the total sign area of the user(s);
- (e) Freeway monument signs shall be required to provide an architecturally enhanced treatment for the sign base, pole cover and supports compatible with the individual business or the complex/center. Pole covers and sign base shall be a minimum of 35 percent of the full sign width;
- (f) Freeway monument signs shall require a landscaped area equal to four square feet of landscaping for each square foot of sign area and shall be located around the base of the sign;
- (g) For the purpose of this section, such signs shall only identify the name of the business, the center/complex, or the place for which the sign is intended. Such signs shall not include any advertising copy;
- (h) Freeway monument signs may be illuminated by externally-illuminated indirect or internal lighting;
- (i) Freeway monument signs shall not be allowed within a natural or manmade watercourse;
- (j) Freeway monument signs shall be subject to all applicable Arizona Department of Transportation sign regulation standards;
- (k) All freeway signage requests shall be processed administratively via site plan amendment process to determine conformity with the regulations within section [chapter] 113.

Sec. 113-187. - Location and size.

- (a) Freeway monument signs shall be located a minimum of 50 feet from any non-freeway lot line and a minimum of 100 feet from any residentially zoned property;
- (b) All freeway monument signs shall have a maximum height of 80 feet, and 750 square feet in total sign area, unless as modified below;

- (c) All freeway monument signs shall be allowed an extra three feet in height for architectural embellishments where architectural embellishments are defined as elements of a sign incorporating architectural features of the associated building or development; Embellishments shall not include any feature, figure or emblem conveying a commercial message and may not constitute more than 20 percent of sign area;
- (d) For every 880 linear feet of freeway frontage, one freeway monument sign shall be allowed per site, development, project, or center. Such signs shall not be located off-premise, except that a multi-tenant complex/center sign may identify users within the complex/center located on separate parcels;
- (e) For the purpose of this section, multi-tenant freeway monument signs shall be allowed an extra 20 percent of sign area for identification of the center/complex;
- (f) Freeway signs shall maintain a minimum of 880-foot spacing from any other freeway monument sign, or from the intersection of any arterial road with the freeway;
- (g) Freeway monument signs shall be located a minimum of 50 feet from any non-freeway lot line and a minimum of 200 feet from any residentially zoned property.

Secs. 113-188—113-194. - Reserved.

ARTICLE VIII. - COMPREHENSIVE SIGN PROGRAM

Sec. 113-195. - Regulations.

The comprehensive sign program is designed to allow signage which is appropriate to the character of the development, provide adequate identification and information, provide a good visual environment, promote traffic safety and regulate to the extent necessary to be consistent with the purpose and intent of the sign requirements.

- (1) Criteria. Comprehensive sign programs shall only apply to commercial properties within redevelopment project areas, or to projects within planned area development zoning designations, approved by the planning and zoning commission and city council, and shall be prepared and reviewed concurrently with the planned area development documentation, or as a separate site plan amendment application for existing commercial centers.
 - a. Any request for approval of the comprehensive sign program shall be submitted on forms provided by the city. Such application shall be submitted to the city manager or designee and acted upon by the planning and zoning commission in accordance with this section 113-195 of this chapter.
 - b. The comprehensive sign program shall not be applied to freeway monument signs.
 - c. Compatibility. The comprehensive sign program shall promote compatibility for all signs within a specific development. Architectural theme, materials and color should compliment the overall character.
- (2) Size and height. Signs proposed under the comprehensive sign program shall be no larger than the maximum of 50 percent of the standards. The maximum height for freestanding signs is 15 feet with a maximum aggregate area of 160 square feet.

- (3) Offsite signs. Projects, which have an approved commercial subdivision or final plat, may have offsite signage. The signs may be placed on parcels where an existing master site plan or residential development has been established.
- (4) Placement. Signs proposed under the comprehensive sign program shall be placed appropriately in areas visible and readable. Review of location is considered by traffic movement of surrounding streets, traffic volumes and access points, AASHTO and engineering standards, visibility triangles, sign orientation and topographic features.

Secs. 113-196—113-215. - Reserved.

ARTICLE IX. - SIGN WALKER

Sec. 113-216. - Regulations.

Regulations regarding sign walkers, as defined in this chapter, are designed to reduce potential traffic hazards.

- (1) Locations. Sign walkers are only permitted in C-3, BP, I-1, I-2 and I-3 zoning districts. The sign walkers must operate only within the public right-of-way, exclusive of any paved street area or any landscaped area.
- (2) Hours of operation. Sign walkers are limited to the following hours of operation: 9:00 a.m. to 3:00 p.m., Sunday through Saturday.
- (3) Permit required. Sign walkers are required to obtain a permit.
- (4) Size of signs. Sign walker signs are limited to four square feet.
- (5) Additional restrictions. Sign walkers may not twirl, spin, throw into the air or cause to flash their portable signage.

ORDINANCE 2016-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO THE SURPRISE MUNICIPAL CODE PERTAINING TO POLITICAL SIGNS.

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

WHEREAS, the U.S. Supreme Court rendered a decision regarding Reed v. Town of Gilbert;

WHEREAS, the Arizona Attorney General rendered an opinion regarding the constitutionality of ARS § 16-1019 in light of the Reed decision;

WHEREAS, the Surprise Municipal Code currently regulates political signs; and

WHEREAS, in the opinion of the City Attorney of the City of Surprise, the City could face legal challenges with regard to the enforcement of the Surprise Municipal Code with respect to political signs.

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

Section 1. The Chapter 113 of the Surprise Municipal Code is hereby amended to delete reference to political signs or similar language as expressed in the attached Exhibit A, incorporated herein by reference.

Section 2. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Chapter 113 - SIGNS

ARTICLE I. – IN GENERAL

Sec. 113-2 Definitions:

Remove “political speech” from the definition of “Noncommercial speech”:

Noncommercial speech: Constitutionally protected speech such as ~~political speech or~~ ideological speech that contains neither advertising copy nor obscene material or language. Signs containing only noncommercial speech shall always be considered on-premises.

Delete the definition of “Political sign”:

~~Political sign: A temporary sign used to advertise the candidacy of an individual, ballot proposition, or to encourage a citizen to vote.~~

Sec. 113-4 Signs prohibited:

- (a) No person shall erect, place, establish, paint, create or maintain a sign in the city except as provided in this chapter. All signs that are contrary to the provisions of this chapter are declared to be in violation, and as such may be abated as provided by law.
- (b) The following signs are prohibited. Any:
 - (1) Abandoned sign;
 - (2) Animated sign, except as specified in this chapter;
 - (3) Billboard sign;
 - (4) Off-premises sign, except as permitted within this chapter;
 - (5) Portable sign;
 - (6) Sandwich sign, except as permitted within this chapter;
 - (7) Snipe sign;
 - (8) Sign which inhibits free ingress to or egress from any door, window or any exit way required by the International Building Code as adopted and amended by the city, or by fire department regulations;
 - (9) Sign that may obstruct the line of sight of any authorized traffic sign, signal or other traffic control device; or any sign by reason of shape, color or position that interferes with or may be confused with any authorized traffic signal or device;

- (10) Sign placed in a location that will obstruct vision of a vehicle operator while entering, exiting or traveling upon the public right-of-way;
- (11) Sign located in a manner that interferes with pedestrian travel or poses a hazard to pedestrians;
- (12) Vehicle sign when mounted or placed on any trailer, boat, or motor vehicle that is parked, stored or displayed in a manner to attract the attention of the public for advertising purposes;
- (13) Sign with flashing, blinking, rotating lights, exposed neon or similar tube type illumination, bare incandescent, fluorescent, metal halide, or high or low pressure sodium light bulbs or mercury vapor light sources;
- (14) Sign placed in rights-of-way, except as specified in this chapter;
- (15) Message board;
- (16) Roof-mounted sign;
- (17) Any other sign that is not expressly permitted by this chapter;
- (18) Home occupation sign;
- (19) Pole-mounted banners, attention flags, wind-driven spinners, streamers, search lights, strobe lights, holographic projections, laser light displays, inflatable signs, or balloons;
- (20) Any flag not associated with a governmental unit.
- ~~(21) Political signs displayed more than 60 calendar days prior to an election or seven calendar days after an election.~~

Sec. 113-8 Signs not requiring a permit:

No person shall be required to have a permit for the following signs; provided, however, that such signs shall be subject to any and all applicable provisions of this chapter or any other law:

- (1) Public signs;
- (2) Directional signs, when wall-mounted or, if detached, where not exceeding a height of three feet;
- (3) Emergency signs;
- (4) Portable electronic signs used by the city for special events;
- (5) Way finding signs for public buildings and facilities;
- (6) Development sign as described under section 113-158(b);
- (7) Temporary window graphics, consistent with restrictions herein;
- ~~(8) Political signs displayed in conjunction with an election erected no earlier than 60 calendar days prior to the election and removed seven calendar days after the election.~~



CITY OF SURPRISE
Regular City Council Meeting

March 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	March 1, 2016	Contact Person:	Robert Wingo, City Attorney
Submitting Department:	Attorney's Office	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Discussion and action to enter executive session for discussion and consultation with the City Attorney in order to consider its position and provide instruction regarding American Water Operations and Maintenance Inc. contracts pursuant to A.R.S. 38-431.03A(3) and (4).

Motion:

I move to recess and enter into executive session with the City Attorney for the purpose of considering Council's position and provide instruction regarding American Water contracts.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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No Attachments Available