



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

Tuesday, January 5, 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:
- F. City Attorney Report:
- G. City Clerk Report:

District Citywide [Elections Update - Fall 2016](#)

None
Sherry Ann
Aguilar,
City Clerk

- 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 1 [Consideration and action pertaining to the "Milne Acres" Final Plat, a property generally located on the northwest corner of West](#) None
Sergio

- | | | |
|----|--|--|
| | <u>Peakview Road and North 177th Avenue, in a RR (Rural Residential) zoning district.</u> | Angulo,
Community
Development |
| 2. | District 1 <u>Consideration and action pertaining to the Final Plat entitled "Final Plat for P and L Acres" an approximately 6 acres property generally located on the southwest corner of West Dale Lane and North 173rd Avenue, in a RR (Rural Residential) zoning district.</u> | None
Sergio
Angulo,
Community
Development |
| 3. | District Citywide <u>Consideration and action amending the Fiscal Year 2016 budget by reallocating appropriations of \$75,000 from Transportation Improvement fund, capital project 21504, to capital project 21525, for the Waddell Road median project; Resolution # 2016-06.</u> | Approve
Karl Zook,
Public
Works
Department |
| 4. | District Internal <u>Consideration and action pertaining to an Intergovernmental Agreement with Maricopa County for acceptance of HOME funds as part of the Maricopa County Housing Consortium; Resolution # 2016-07.</u> | None
Christina
Ramirez,
Human
Service &
Community
Vitality |
| 5. | District Internal <u>Consideration and action amending the Fiscal Year 2016 budget by reallocating appropriations of \$339,000 from SPD RICO fund, supplies, and SB1398 Fines fund, supplies, and contingency, to the SPD RICO and SB1398 funds, Police Asset Replacement Projects for the replacement of firearms, dispatcher consoles, and electronic control devices; Resolution # 2016-04.</u> | None
Terry
Young,
Police Chief |
| 6. | District Citywide <u>Consideration and action on the minutes of December 15, 2015 Regular City Council Work Session, Special City Council Meeting and Regular City Council Meeting.</u> | None
Sherry Ann
Aguilar,
City Clerk |

Regular Agenda Item - Public Hearing:

- | | | |
|----|---|---|
| 7. | District 1 <u>Consideration and action pertaining to the Preliminary Plat entitled "Rancho Mercado Unit 1", a 1,897-lot, 19-parcel, 5-phase Preliminary Plat within the Rancho Mercado PAD, a property generally located North and South of the Happy Valley Road Alignment between the Bullard Road and Litchfield Road alignments; Resolution #2016-02.</u> | Approve
Robert
Kuhfuss,
Community
Development |
|----|---|---|

Regular Agenda Item - Non-Public Hearing:

- | | | |
|----|---|--|
| 8. | District Internal <u>Consideration and action to appoint a Vice-Mayor.</u> | None
Sherry Ann
Aguilar, City
Clerk |
| 9. | District Citywide <u>Consideration and action pertaining to a sponsorship agreement and name change of the West Valley Pops Band to the Surprise Pops Band.</u> | None
Edith
Baltierrez,
City |

Managers
Office

- | | | | |
|-----|-------------------|---|--|
| 10. | District Internal | <u>Consideration and action pertaining to adoption of the City's 2016 State Legislative Agenda.</u> | None
Nicole
Lance,
Deputy City
Manager |
| 11. | District Citywide | <u>Consideration and action pertaining to authorizing implementation of a Neighborhood Grant Program.</u> | None
Jodi Tas,
Assistant to
Council |
| 12. | District Citywide | <u>Presentation and discussion regarding the FY2016 Financial Status Report through November 2015.</u> | No Action
Lindsey
Duncan,
Finance
Director |
| 13. | District Citywide | <u>Consideration and action pertaining to a fiscal year 2015 budget amendment reallocating appropriations from various funds required to close the fiscal year 2015 budget; Resolution # 2016-09.</u> | None
Lindsey
Duncan,
Finance
Director |
| 14. | District Citywide | <u>Consideration and action pertaining to cash transfers between funds for Fiscal Year 2015; Resolution #2016-10.</u> | None
Lindsey
Duncan,
Finance
Director |
| 15. | District Citywide | <u>Consideration and action on a fiscal year 2016 budget amendment reallocating appropriations from various funds for fiscal year 2016 budget and adjusting budget authority; Resolution # 2016-08.</u> | None
Lindsey
Duncan,
Finance
Director |

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

- | | | | |
|-----|-------------------|--|---|
| 16. | District Internal | <u>Consideration and action to enter into executive session for discussion or consultation for legal advice and discussion or consultation with its attorneys in order to consider its position and instruct its attorneys pertaining to legal matters relating to development of the property bounded by Bell, Litchfield, Greenway, and Bullard Roads pursuant to A.R.S. Sections 38-431.03(A)(3) & (4).</u> | 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

January 5, 2016 @ 6:00:00 PM

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Council Meeting Date:	January 5, 2016	Contact Person:	Sergio Angulo, Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to the "Milne Acres" Final Plat, a property generally located on the northwest corner of West Peakview Road and North 177th Avenue, in a RR (Rural Residential) zoning district.

Motion:

I motion to approve the "Milne Acres" final plat.

Background:

On November 3, 1988 the Mayor and City Council approved Ordinance #88-24 approving the annexation of the subject property. Patrick Forrest on behalf of Milne Revocable Family Trust submitted a request for a Final Plat of a 5 acre (approx.) parcel.

Objective Analysis:

The proposed final plat will not establish any new right-of-way dedication.

Policy Compliant:

The proposed Final Plat is consistent with the Surprise General Plan 2035 and the Surprise Municipal Code.

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:

Costs directly associated with this item are anticipated to be minimal and are budgeted in the FY2016

Community Development Department's General Fund operating budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS15-345 - Milne Acres - Staff Report](#)
 - ☐ [01 - FS15-345 - Milne Acres - Vicinity Map](#)
 - ☐ [02 - FS15-345 - Milne Acres - Final Plat](#)
 - ☐ [03 - FS15-345 - Milne Acres - Presentation](#)
-

1 **Case:** **FS15-345**
2 **Project Name:** **Milne Acres**
3 **Council District:** **1**
4 **City Council Date:** **January 5, 2016**
5 **Planner:** **Sergio Angulo, Planner 1**

6 **Owner:** Milne Revocable Family Trust
7 **Applicant:** Pat Forrest

8 **Request:** Final Plat to subdivide a 5 acre (approx.) parcel into three (3) new
9 parcels; Lot 1 a 1.155 acre parcel, Lot 2 a 2.317 acre parcel, and Lot 3
10 a 1.155 acre parcel in the RR (Rural Residential) zoning district.

11 **Site Location:** Generally north of Peakview Road and west of 177th Avenue

12 **Site Size:** 5 acres (approx.)

13 **Density:** 0-1 DU/Ac

14 **Findings:**

- 15 • The proposed Final Plat is consistent with the Surprise General Plan 2035.
16 • The proposed Final Plat is consistent with the Surprise Municipal Code.

17 **Staff**

18 **Recommendation:** **None**

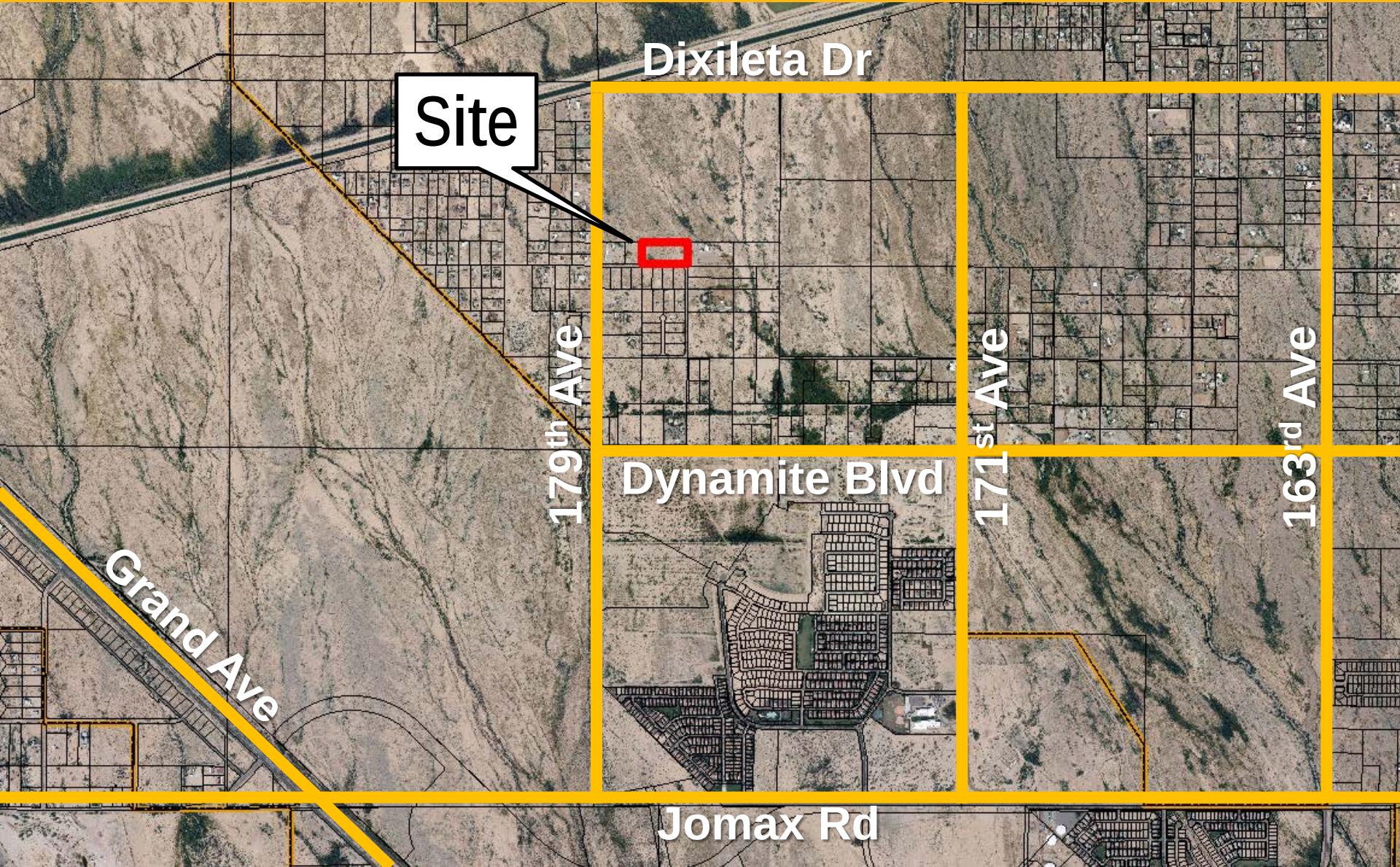
19 **Additional Information:**

20 On November 3rd, 1988 the Mayor and City Council approved Ordinance #88-24 approving the
21 annexation of the subject property.

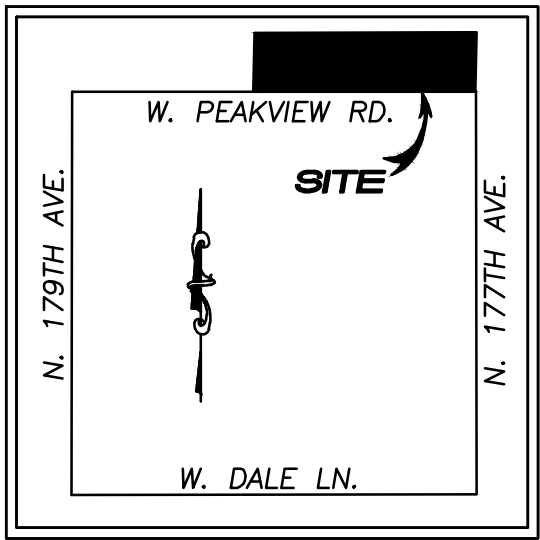
22 The applicant is requesting a final plat approval that will subdivide Lot 3 of the Witter Minor
23 Subdivision, a 5 acre (approx.) parcel into three (3) parcels; Lot 1, Lot 2, and Lot 3. Lots 1 and 3 will
24 be 1.155 acre parcels and Lot 2 will be a 2.317 acre parcel. The final plat will not be dedicating any
25 right-of-way. The lot is current vacant land and will develop as the market permits.

- 26 **Attachments:**
- 27 Final Plat (2 pages), Vicinity Map
- 28 **Enclosure:**
- 29 Sealed mylars (1 set)

VICINITY MAP – Milne Acres



"MILNE ACRES"
A RE-PLAT OF WITTER MINOR SUBDIVISION
PARCEL 3
AS RECORDED IN BOOK 672 OF MAPS, PAGE 45. M.C.R.
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF
SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA
AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.



VICINITY MAP

GROSS LOT DESCRIPTION:

PARCEL 3, WITTER MINOR SUBDIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 672 OF MAPS, PAGE 45.

REFERENCED HEREON AS (R9)

PARCEL ADDRESS:

NO CURRENT ADDRESS

OWNERS:

SCOTT & MARSHA MILNE, TRUSTEES FOR THE
MILNE REVOCABLE FAMILY TRUST.
706 N. JEFFERSON
OREGON, MO 64473

SURVEYOR:

BLACK MOUNTAIN SURVEYING
17308 WEST WOODROW LANE
SURPRISE, AZ. 85388
PHONE: 623-266-0402
FAX: 623-266-0402
CONTACT: DALE A. MATTINGLY

CERTIFICATION:

I, DALE A. MATTINGLY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE 2015, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT ALL EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN, THAT THEIR POSITION ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DALE A. MATTINGLY
BLACK MOUNTAIN SURVEYING

R.L.S. #36888



ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

BEFORE ME THIS ____ DAY OF _____, 20____.

_____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO
ACKNOWLEDGED THEMSELF TO BE

_____, OF THE MILNE REVOCABLE FAMILY TRUST, THE LEGAL OWNERS OF THE PROPERTY

PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS IT'S

_____, EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND SEAL

NOTARY PUBLIC

EXPIRES

MY COMMISSION EXPIRES _____

CITY OF SURPRISE ENGINEER APPROVAL:

DATE 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

DEDICATION;

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

KNOW ALL PERSONS BY THESE PRESENTS: THE MILNE REVOCABLE FAMILY TRUST, ("OWNER") HAS SUBDIVIDED UNDER THE NAME "MILNE ACRES", A RE-PLAT OF WITTER MINOR SUBDIVISION AS RECORDED IN BOOK 672 OF MAPS, PAGE 45 RECORDS OF MARICOPA COUNTY, ARIZONA, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "MILNE 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 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 THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE. "UNTIL SUCH TIME THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY."

ALL IMPROVEMENTS FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLICS RIGHT-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.

PUBLIC NOTICE

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

RELEASE OF LIABILITY

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

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

IN WITNESS WHEREOF:

THE MILNE REVOCABLE FAMILY TRUST, AS OWNERS HAS HEREUNDER CAUSED IT'S _____
NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____, ITS _____.

THEREUNTO DULY AUTHORIZED THIS ____ DAY OF

_____, 20____.

OWNER/AUTHORIZED SIGNER

"MILNE ACRES" A RE-PLAT OF WITTER MINOR SUBDIVISION PARCEL 3
AS RECORDED IN BOOK 672 OF MAPS, PAGE 45. M.C.R.
LOCATED IN A PORTION OF THE NW QTR. OF SECTION 26, T5N, R2W, G8SR&M
MARICOPA COUNTY, ARIZONA.

17308 WEST WOODROW LANE
SURPRISE, ARIZONA. 85388
BLACKMOUNTAINSURVEYING.COM
SURVEYING ARIZONA FOR 30 YEARS



DRAWN BY: DAM

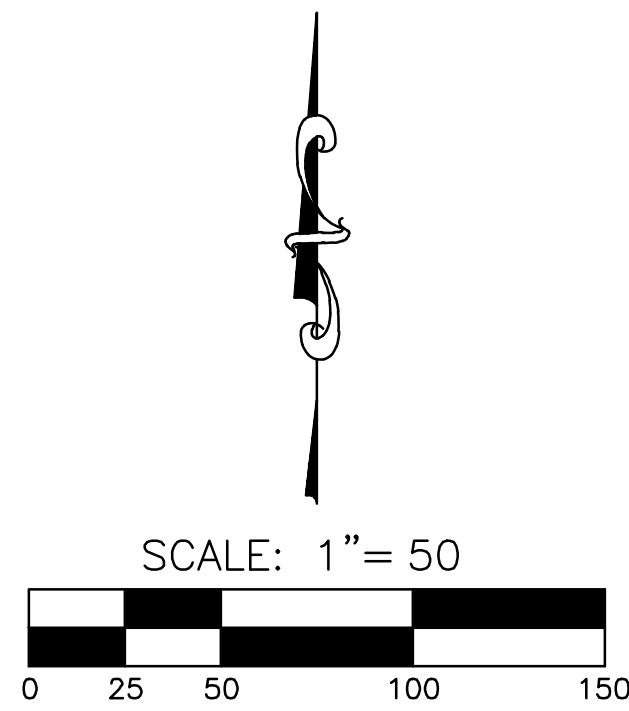
CHECKED BY: DAM

JOB # 15058

DATE: 07/26/15

REVISED:

MILNE ACRES



"MILNE ACRES"
A RE-PLAT OF WITTER MINOR SUBDIVISION
PARCEL 3
AS RECORDED IN BOOK 672 OF MAPS, PAGE 45. M.C.R.
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION
26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

NOTES:

- CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS EXCEPT BY PUBLIC AGENCIES AND-UTILITYCOMPANIES SHALL BE LIMITED TO UTILITIES AND WOOD, WIRE OR REMOVABLE SECTION-TYPE FENCING UNLESS APPROVED OTHERWISE BY THE CITY OF SURPRISE.
- ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS. NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE.
- ALL UTILITIES SHALL BE PLACED UNDERGROUND.
- THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT THE MAINTENANCE OF ANY PRIVATE STREETS, PRIVATE UTILITIES, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THE PROJECT.
- ALL INDIVIDUAL LOT PROPERTY CORNERS SHALL BE SET WITH 1/2" REBAR AND CAP OR TAG BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- 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 ENGINEERING DEPARTMENT.
- 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 ARS § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA. IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF SAGUARO ACRES WATER COMPANY WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576
- ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
- 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 BUYER AND THE PUBLIC OF THIS NOTE, AND SALES CONTRACT, REPORT SHALL CONTAIN SUCH NOTE.

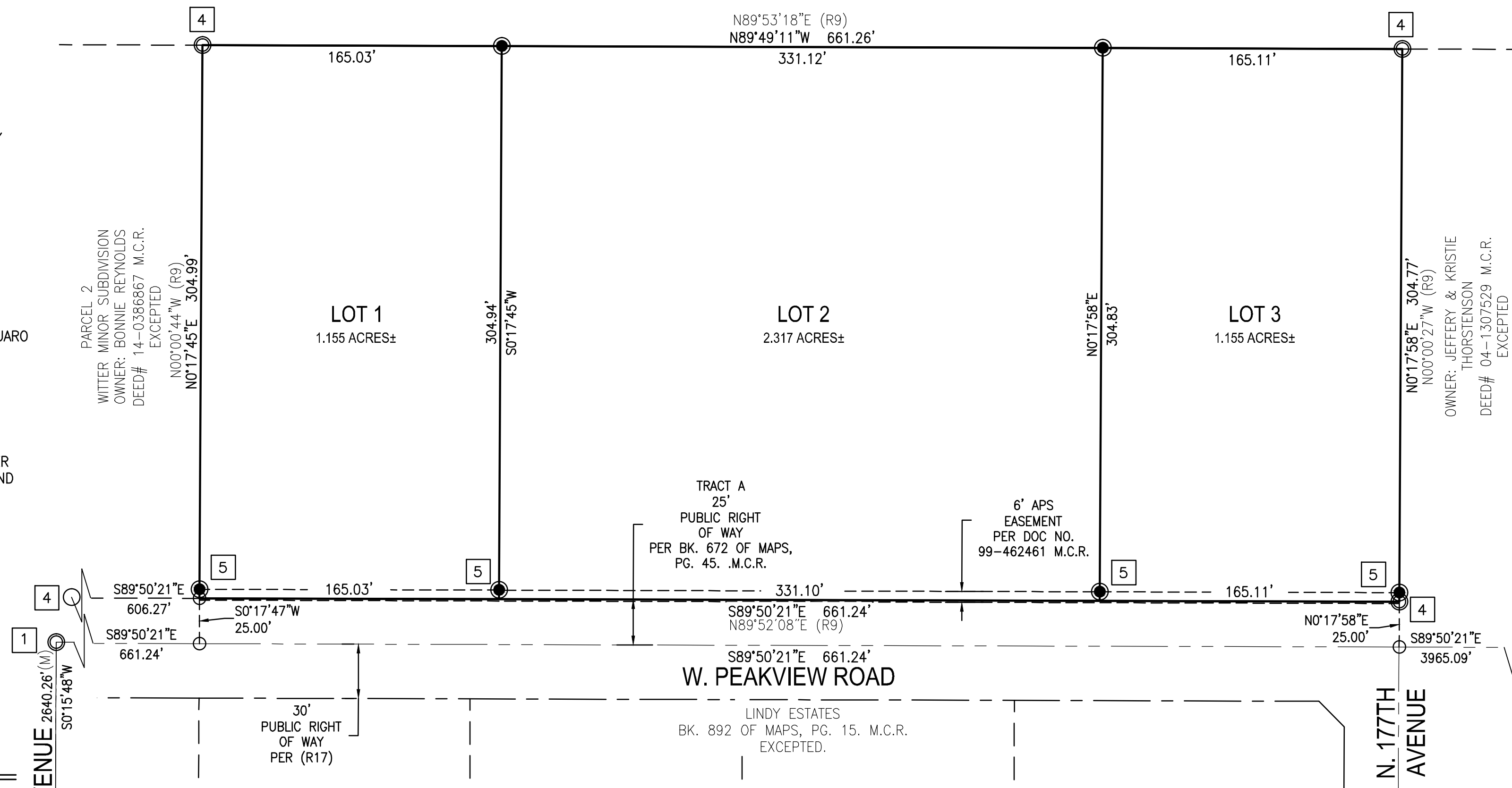
LEGEND:

- ADJACENT PROPERTY LINES. ---
PROPERTY LINES. ---
SECTION LINES. ---
ROAD RIGHT OF WAY LINES. ---
EASEMENT LINES. ---
FOUND MONUMENT AS NOTED WITHIN ACCEPTABLE TOLERANCE. ○
CALCULATED POSITION. NOTHING FOUND OR SET. ○
SET A 1/ 2" REBAR WITH A 1' PINK PLASTIC CAP AND BRASS TAG STAMPED RLS 36888 OR AS NOTED. ●
(M) MEASURED DIMENSIONS.
(R#) RECORD DIMENSION PER REFERENCE DOCUMENTS.
N. NORTH.
S. SOUTH.
W. WEST.
E. EAST.
M.C.R. MARICOPA COUNTY RECORDER.
[#] SURVEY MONUMENT AS NOTED.
R/W RIGHT OF WAY
BK. BOOK
DKT. DOCKET
PG. PAGE
PL PROPERTY LINE

SERVICING UTILITIES:

SEWER:	CITY OF SURPRISE
WATER:	SAGUARO ACRES WATER COMPANY
ELECTRIC:	ARIZONA PUBLIC SERVICE COMPANY
CABLE:	CENTURYLINK
GAS:	SOUTHWEST GAS CORPORATION
FIRE AND EMERGENCY:	CITY OF SURPRISE
POLICE:	CITY OF SURPRISE

UN-SUBDIVIDED
OWNER: SURPRISE LAND HOLDINGS
DEED# 06-0280978 M.C.R.
EXCEPTED



BASIS OF BEARING:

IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26,
AKA 179 AVE. AS MEASURED BETWEEN MONUMENTS SHOWN
HEREON AS
#1 & #2
BEARING =S 00°15'48" W
PER (R6), BEING THE MARICOPA COUNTY GEODETIC AND
CADASTRAL SURVEY RECORDED IN BOOK 656 OF MAPS, PAGE 21,
RECORDS OF MARICOPA COUNTY, AZ.

THIS BASIS OF BEARING WAS CHOSEN INSTEAD OF THE BASIS OF
BEARING SHOWN ON THE PLAT FOR WITTER MINOR SUBDIVISION
BECAUSE IT BINDS THIS NEW PLAT WITH THE PREVIOUS
BOUNDARY WORK PERFORMED IN THIS AREA BY THIS LAND
SURVEYOR. SEE (R24) REFERENCED HEREON.

LOT AREAS:

LOT 1: 50,328.6 SQ. FT. OR 1.155 ACRES±
LOT 2: 100,949.3 SQ. FT. OR 2.317 ACRES±
LOT 3: 50,325.2 SQ. FT. OR 1.155 ACRES±
TOTAL GROSS PARCEL: 201,603 SQ. FT. OR ±4.63 ACRES

REFERENCE DATA:

THE FOLLOWING INFORMATION WAS REVIEWED DURING THE COURSE OF THIS SURVEY:

- (R1) UNRECORDED SURVEY BY RA DELP DATED MAY 1980
(R2) GLO PLAT #2722 FILED, 8-14-1919
(R3) PLAT OF SURVEY #34773-1 M.C.R.
(R4) ALTA SURVEY #34788-1 M.C.R.
(R5) BOR RECORD #62737-1 M.C.R.
(R6) GDAC PLAT. BOOK 656 OF MAPS, PAGE 21. M.C.R.
(R7) BOOK 661 OF MAPS, PAGE 47. M.C.R.
(R8) BOOK 662 OF MAPS, PAGE 21. M.C.R.
(R9) BOOK 672 OF MAPS, PAGE 45. M.C.R.
(R10) BOOK 727 OF MAPS, PAGE 3. M.C.R.
(R11) BOOK 729 OF MAPS, PAGE 50. M.C.R.
(R12) BOOK 761 OF MAPS, PAGE 34. M.C.R.
(R13) BOOK 863 OF MAPS, PAGE 48. M.C.R.
(R14) BOOK 870 OF MAPS, PAGE 24. M.C.R.
(R15) BOOK 875 OF MAPS, PAGE 14. M.C.R.
(R16) BOOK 881 OF MAPS, PAGE 24. M.C.R.
(R17) BOOK 892 OF MAPS, PAGE 15. M.C.R.
(R18) BOOK 968 OF MAPS, PAGE 10. M.C.R.
(R19) BOOK 1062 OF MAPS, PAGE 6. M.C.R.
(R20) BOOK 1074 OF MAPS, PAGE 35. M.C.R.
(R21) BOOK 1078 OF MAPS, PAGE 3. M.C.R.
(R22) BOOK 1114 OF MAPS, PAGE 50. M.C.R.
(R23) BOOK 1139 OF MAPS, PAGE 19. M.C.R.
(R24) BOOK 1162 OF MAPS, PAGE 1. M.C.R.

FLOOD ZONE:

THE PROPERTY IS LOCATE WITHIN AN AREA HAVING FLOOD ZONE "X"
BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD
INSURANCE RATE MAP NO. 04013C1205L, WITH A DATE OF
IDENTIFICATION OF, REVISION DATE 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.

MONUMENT NOTES:

ALL MONUMENTS LISTED BELOW WERE ACCEPTED UNLESS OTHERWISE NOTED.

- W. 1/4 CORNER OF SECTION 26, FOUND A GLO BRASS CAP PER (R8).
- SW CORNER OF SECTION 26, FOUND A GLO BRASS CAP PER (R8).
- E. 1/4 CORNER OF SECTION 26, FOUND A GLO BRASS CAP PER (R8)
- FOUND A 1/2" REBAR WITH A 1" PLASTIC CAP. LS 28730 PER (R9).
- SET A WITNESS CORNER 5' NORTH DUE TO DIRT ROAD AND TO PRESERVE THE CORNER MONUMENTS FROM ROADWAY GRADING. THE MONUMENT IS A 1/2" REBAR WITH A 1.5" ALUMINUM CAP STAMPED WC 36888 AND BRASS TAG STAMPED RLS 36888.



"MILNE ACRES" A RE-PLAT OF WITTER MINOR SUBDIVISION PARCEL 3
AS RECORDED IN BOOK 672 OF MAPS, PAGE 45 M.C.R.
LOCATED IN A PORTION OF THE NW QTR. OF SECTION 26, T5N, R2W, G&S RB&M
MARICOPA COUNTY, ARIZONA.

17308 WEST WOODROW LANE
SURPRISE, ARIZONA. 85388
BLACKMOUNTAINSURVEYING.COM
SURVEYING ARIZONA FOR 30 YEARS



DRAWN BY: DAM

CHECKED BY: DAM

JOB # 15058

DATE: 07/26/15

REVISED:

MILNE ACRES

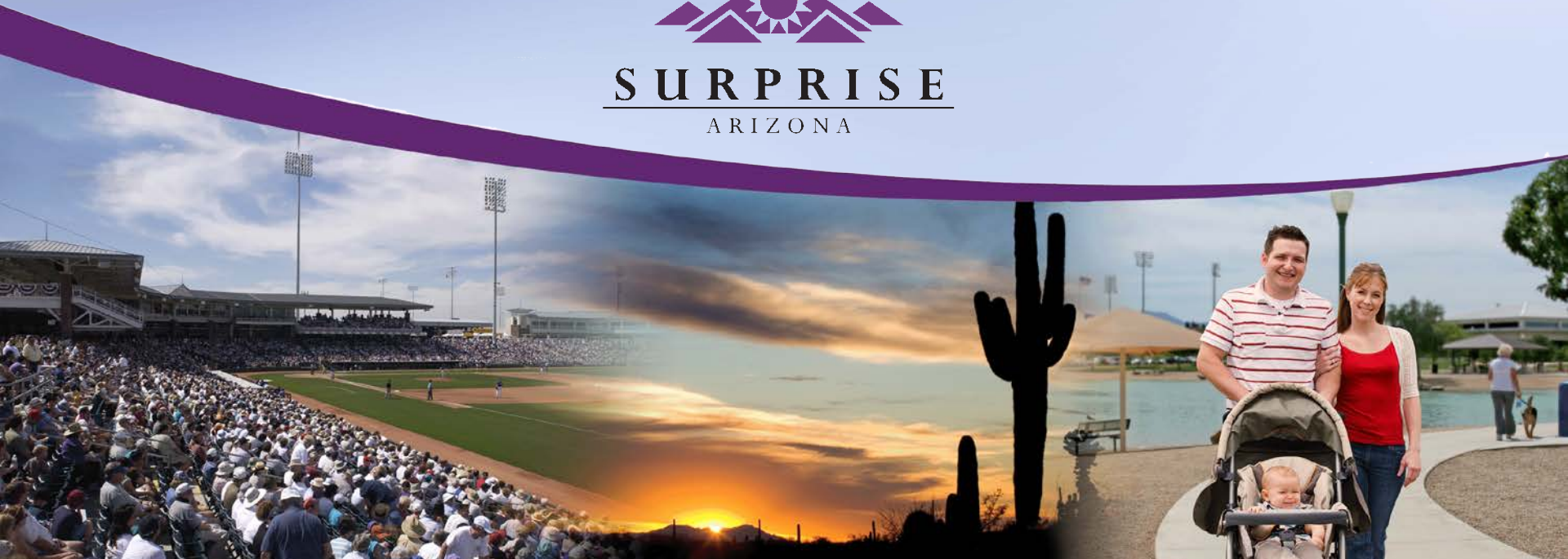
Milne Acres Final Plat

City Council

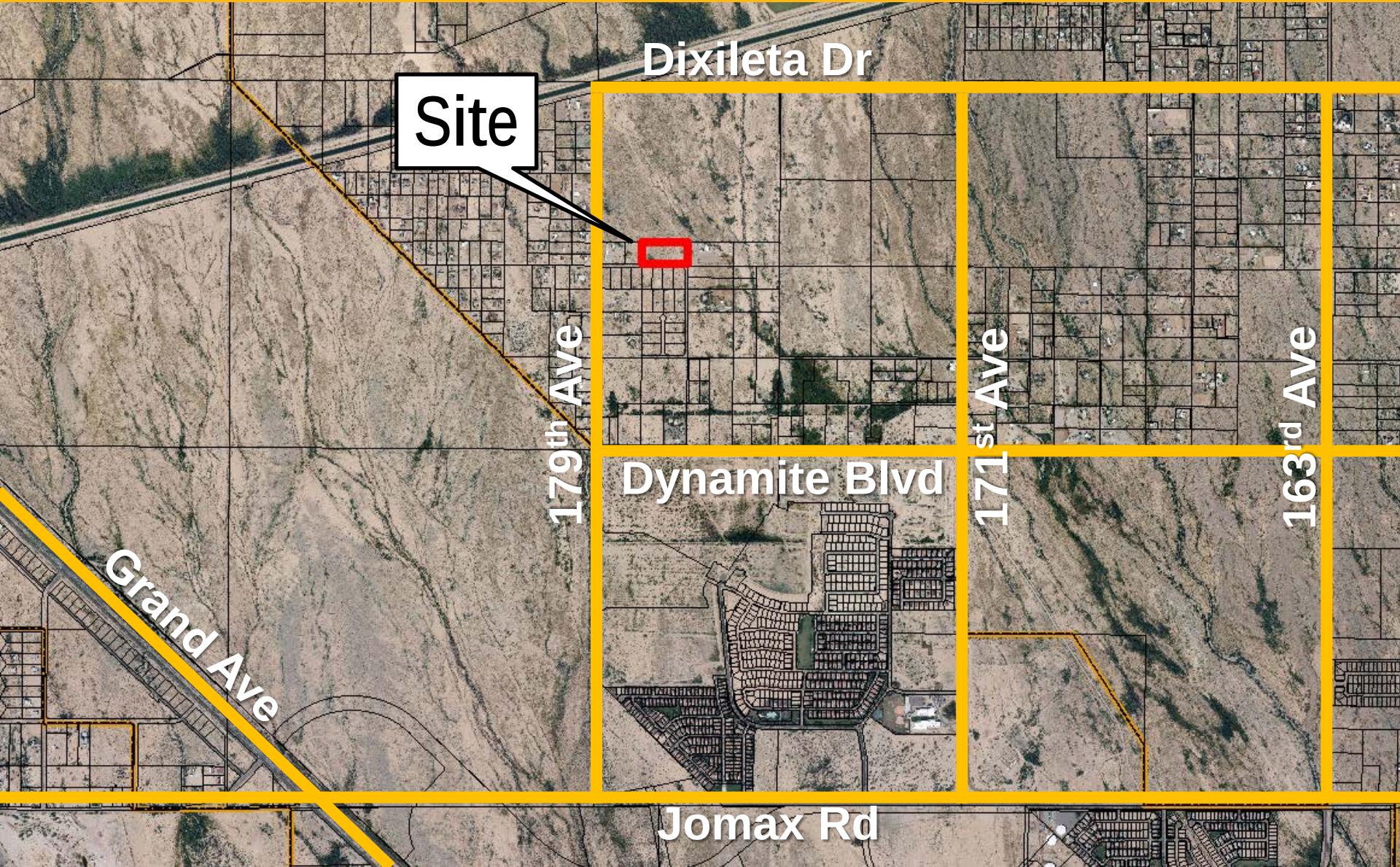
January 05, 2016



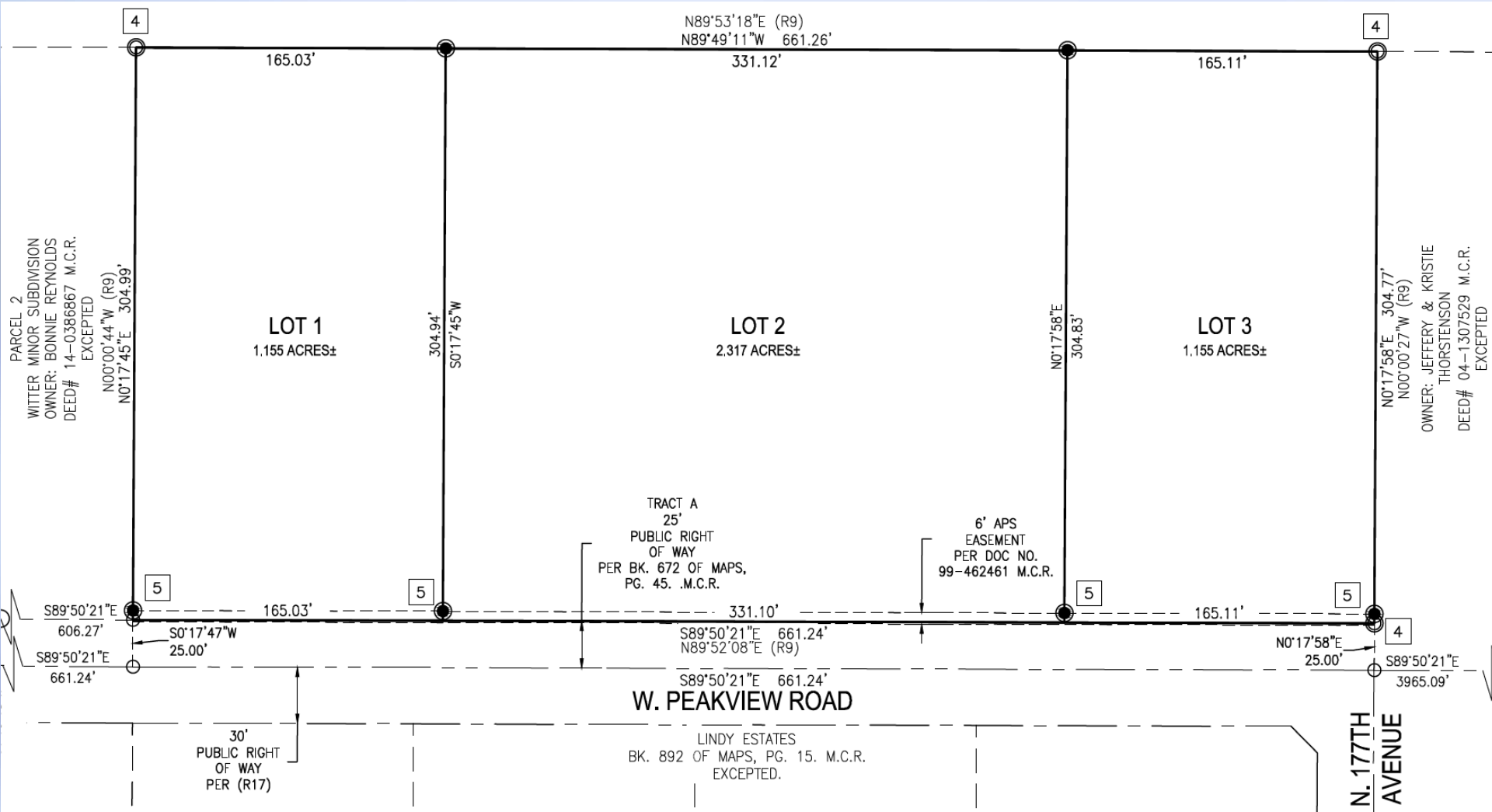
SURPRISE
ARIZONA



VICINITY MAP – Milne Acres



Final Plat – Milne Acres



Staff Recommends Approval of FS15-345





CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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

Council Meeting Date:	January 5, 2016	Contact Person:	Sergio Angulo, Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to the Final Plat entitled "Final Plat for P and L Acres" an approximately 6 acres property generally located on the southwest corner of West Dale Lane and North 173rd Avenue, in a RR (Rural Residential) zoning district.

Motion:

I move to approve the Final Plat entitled "Final Plat for P and L Acres".

Background:

On November 3, 1988 the Mayor and City Council approved Ordinance #88-24 approving the annexation of the subject property. Patrick Forrest on behalf of Patrick L. & Linda L. Forrest submitted a request for a Final Plat of a 6 acre (approx.) parcel.

Objective Analysis:

The proposed final plat will establish a 13.5-foot right-of-way dedication of Dale Lane and a 25-foot right-of-way dedication of 173rd Avenue.

Policy Compliant:

The proposed Final Plat is consistent with the Surprise General Plan 2035 and the Surprise Municipal Code.

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:

Costs directly associated with this item are anticipated to be minimal and are budgeted in the FY2016 Community Development Department's General Fund operating budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS15-338 - Forrest Property Lot Split - Staff Report](#)
 - ☐ [01 - FS15-338 - Forrest Property Lot Split - Vicinity Map](#)
 - ☐ [02 - FS15-338 - Forrest Property Lot Split - Final Plat](#)
 - ☐ [03 - FS15-338 - Forrest Property Lot Split - Presentation](#)
-

1 **Case:** **FS15-338**
2 **Project Name:** **Forrest Property**
3 **Council District:** **1**
4 **City Council Date:** **January 5, 2016**
5 **Planner:** **Sergio Angulo, Planner 1**

6 **Owner:** Patrick L. & Linda L. Forrest
7 **Applicant:** Patrick Forrest

8 **Request:** Final Plat to subdivide a 6 acre (approx.) parcel into four (4) new
9 parcels; Lots 1, 2, and 3 all 1.08 acre parcels, and Lot 4 a 2.31 acre
10 parcel in the RR (Rural Residential) zoning district.

11 **Site Location:** Generally south of Dale Lane and west of 173rd Avenue

12 **Site Size:** 6 acres (approx.)

13 **Density:** 0-1 DU/Ac

14 **Findings:**

- 15 • The proposed Final Plat is consistent with the Surprise General Plan 2035.
16 • The proposed Final Plat is consistent with the Surprise Municipal Code.

17 **Staff**

18 **Recommendation:** **None**

19 **Additional Information:**

20 On November 3rd, 1988 the Mayor and City Council approved Ordinance #88-24 approving the
21 annexation of the subject property.

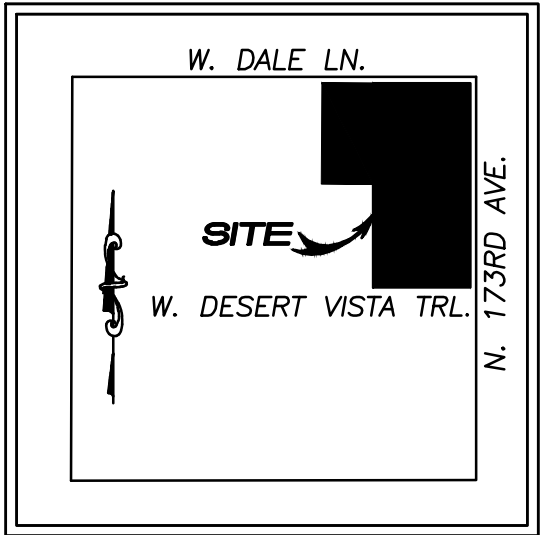
22 The applicant is requesting a final plat approval that will subdivide a 6 acre (approx.) parcel into four
23 (4) parcels; Lot 1, Lot 2, Lot 3, and Lot 4. Lots 1, 2, and 3 will be 1.08 acre parcels and Lot 4 will be a
24 2.31 acre parcel. The final plat will be dedicating 13.5 feet of right-of-way for Dale Lane and 25 feet
25 of right-of-way for 173rd Avenue. The lot is current vacant land and will develop as the market
26 permits.

- 27 **Attachments:**
- 28 Final Plat (2 pages), Vicinity Map
- 29 **Enclosure:**
- 30 Sealed mylars (1 set)

VICINITY MAP – Forrest Property



FINAL PLAT FOR P AND L ACRES
FOR A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5
NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



VICINITY MAP

DEDICATION:

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

KNOW ALL PERSONS BY THESE PRESENTS: PATRICK L. & LINDA L. FORREST, ("OWNERS") HAVE SUBDIVIDED UNDER THE NAME "P AND L ACRES", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "P AND L 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 CITY OF SURPRISE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES

OWNER HEREBY GRANTS TO THE 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.

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

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

THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE. "UNTIL SUCH TIME 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."

PUBLIC NOTICE

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

RELEASE OF LIABILITY

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

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

IN WITNESS WHEREOF:

PATRICK L. FORREST, AS OWNER HAS HEREUNDER CAUSED HIS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF PATRICK I. FORREST, ITS OWNER,

THEREUNTO DULY AUTHORIZED THIS ____ DAY OF

_____, 20__.

OWNER/AUTHORIZED SIGNER

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

BEFORE ME THIS ____ DAY OF _____, 20__.

_____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE

_____, OF _____, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____, AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND SEAL

NOTARY PUBLIC _____ EXPIRES _____
MY COMMISSION EXPIRES _____

IN WITNESS WHEREOF:

LINDA L. FORREST, AS OWNER HAS HEREUNDER CAUSED HER NAME TO BE SIGNED AND THE SAME TO BE

ATTESTED BY THE SIGNATURE OF LINDA L. FORREST, ITS OWNER,

THEREUNTO DULY AUTHORIZED THIS ____ DAY OF

_____, 20__.

OWNER/AUTHORIZED SIGNER

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

BEFORE ME THIS ____ DAY OF _____, 20__.

_____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE

_____, OF _____, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____, AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND SEAL

NOTARY PUBLIC _____ EXPIRES _____
MY COMMISSION EXPIRES _____

CITY OF SURPRISE ENGINEER APPROVAL:

DATE ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY

OF _____, 20__, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED: _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

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

____ DAY OF _____, 20__.

_____, MAYOR _____ DATE _____

ATTEST: _____ DATE _____
CITY CLERK

GROSS LOT DESCRIPTION:

PER THE DOCUMENT RECORDED AS 2015-0669538, M.C.R.

THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;

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

EXCEPT THE NORTH 16.5 FEET AS DEED TO MARICOPA COUNTY IN DOCKET 3529, PAGE 217.

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED IN THE PATENT.

PARCEL ADDRESS:

NO CURRENT ADDRESS

OWNERS:

PATRICK L. & LINDA L. FORREST
28848 N 177TH AVE.
SURPRISE, AZ. 85387

SURVEYOR:

BLACK MOUNTAIN SURVEYING
17308 WEST WOODROW LANE
SURPRISE, AZ. 85388
PHONE: 623-266-0402
FAX: 623-266-0402
CONTACT: DALE A. MATTINGLY

CERTIFICATION:

I, DALE A. MATTINGLY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE 2015, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT ALL EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN, THAT THEIR POSITION ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DALE A. MATTINGLY _____ R.L.S. #36888
BLACK MOUNTAIN SURVEYING



FINAL PLAT FOR P AND L ACRES
FOR A PORTION OF THE SE 1/4
OF SECTION 26, T5N, R2W, G&SRB&M
MARICOPA COUNTY, ARIZONA.

17308 WEST WOODROW LANE
SURPRISE, ARIZONA. 85388
BLACKMOUNTAINSURVEYING.COM
SURVEYING ARIZONA FOR 30 YEARS



DRAWN BY: DAM

CHECKED BY: DAM

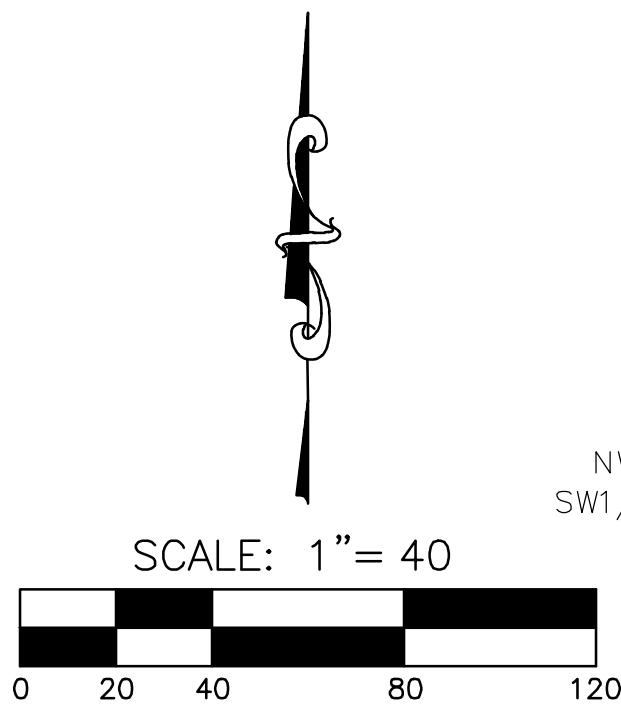
JOB # 15046

DATE: 06/10/15

REVISED:

FINAL PLAT

FINAL PLAT FOR P AND L ACRES
FOR A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



NOTES:

1. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS EXCEPT BY PUBLIC AGENCIES AND-UTILITYCOMPANIES SHALL BE LIMITED TO UTILITIES AND WOOD, WIRE OR REMOVABLE SECTION-TYPE FENCING UNLESS APPROVED OTHERWISE BY THE CITY OF SURPRISE.
2. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
3. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS. NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE.
4. ALL UTILITIES SHALL BE PLACED UNDERGROUND.
5. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT THE MAINTENANCE OF ANY PRIVATE STREETS, PRIVATE UTILITIES, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THE PROJECT.
6. ALL INDIVIDUAL LOT PROPERTY CORNERS SHALL BE SET WITH 1/2" REBAR AND CAP OR TAG BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
7. 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 ENGINEERING DEPARTMENT.
8. 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.
9. PURSUANT TO ARS § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA. IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
10. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.

REFERENCE DATA:

THE FOLLOWING INFORMATION WAS REVIEWED DURING THE COURSE OF THIS SURVEY:

- (R1) UNRECORDED SURVEY BY RA DELP DATED MAY 1980
(R2) GLO PLAT #2722 FILED, 8-14-1919
(R3) PLAT OF SURVEY #34773-1 M.C.R.
(R4) ALTA SURVEY #34788-1 M.C.R.
(R5) BOR RECORD #62737-1 M.C.R.
(R6) GDAC PLAT. BOOK 656 OF MAPS, PAGE 21. M.C.R.
(R7) BOOK 661 OF MAPS, PAGE 47. M.C.R.
(R8) BOOK 662 OF MAPS, PAGE 21. M.C.R.
(R9) BOOK 727 OF MAPS, PAGE 3. M.C.R.
(R10) BOOK 729 OF MAPS, PAGE 50. M.C.R.
(R11) BOOK 761 OF MAPS, PAGE 34. M.C.R.
(R12) BOOK 863 OF MAPS, PAGE 48. M.C.R.
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(R17) BOOK 968 OF MAPS, PAGE 10. M.C.R.
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(R20) BOOK 1078 OF MAPS, PAGE 3. M.C.R.
(R21) BOOK 1114 OF MAPS, PAGE 50. M.C.R.
(R22) BOOK 1139 OF MAPS, PAGE 19. M.C.R.

LEGEND:

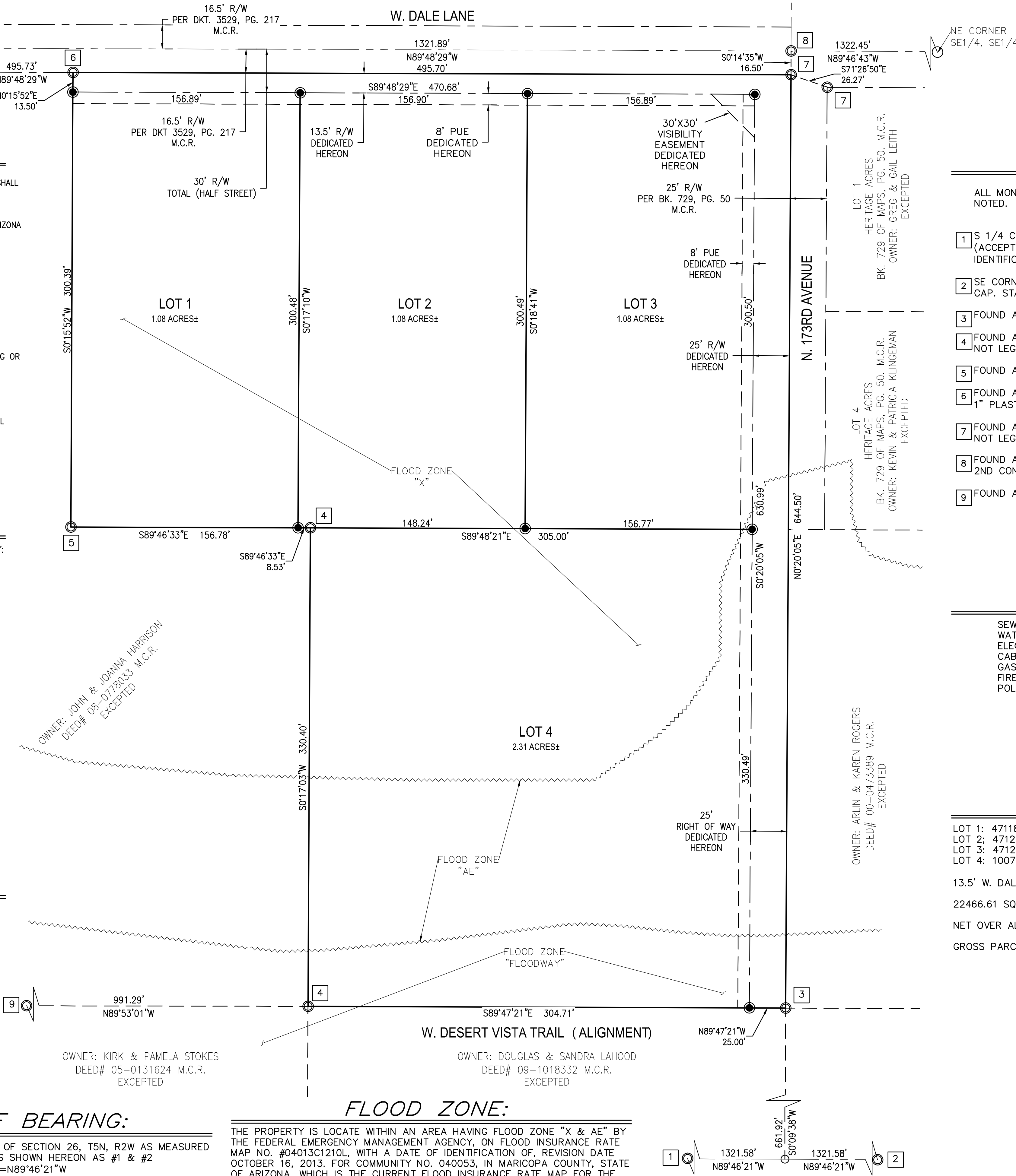
- ADJACENT PROPERTY LINES. ---
PROPERTY LINES. ---
SECTION LINES. ---
ROAD RIGHT OF WAY LINES. ---
- FOUND MONUMENT AS NOTED WITHIN ACCEPTABLE TOLERANCE.
○ CALCULATED POSITION. NOTHING FOUND OR SET.
● SET 1/2" REBAR WITH A 1" PINK PLASTIC CAP AND BRASS TAG STAMPED LS 36888.
(C) CALCULATED DIMENSIONS.
(R#) RECORD DIMENSION PER REFERENCE DOCUMENTS.
N. NORTH.
S. SOUTH.
W. WEST.
E. EAST.
M.C.R. MARICOPA COUNTY RECORDER.
[#] SURVEY MONUMENT AS NOTED.
R/W RIGHT-OF-WAY
BK. BOOK
DKT. DOCKET
PG. PAGE
PUE PUBLIC UTILITY EASEMENT

BASIS OF BEARING:

IS THE S. LINE OF THE SE QUARTER OF SECTION 26, T5N, R2W AS MEASURED BETWEEN THE MONUMENTS SHOWN HEREON AS #1 & #2
BEARING=N89°46'21"W

FLOOD ZONE:

THE PROPERTY IS LOCATE WITHIN AN AREA HAVING FLOOD ZONE "X & AE" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. #04013C1210L, WITH A DATE OF IDENTIFICATION OF REVISION DATE 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.



MONUMENT NOTES:

ALL MONUMENTS LISTED BELOW WERE ACCEPTED UNLESS OTHERWISE NOTED.

- 1 S 1/4 CORNER OF SECTION 26, FOUND A 2" IRON PIPE WITH A RED CAP. (ACCEPTED FOR THIS SURVEY). ALSO FOUND A 1" IRON PIPE NO IDENTIFICATION N51°21'20"W @ 2.38'.
- 2 SE CORNER OF SECTION 26, FOUND A 2.5" MARICOPA COUNTY ALUMINUM CAP. STAMPED 2002. LS 21782.
- 3 FOUND A 1/2" REBAR WITH A 1" PLASTIC CAP. LS 17178 RA Delp.
- 4 FOUND A 1/2" REBAR WITH A 1" PLASTIC CAP. CAP IS DETERIORATED AND NOT LEGIBLE. AFFIXED BRASS TAG. LS 36888.
- 5 FOUND A 1/2" REBAR WITH A 1" PLASTIC CAP. LS 12216.
- 6 FOUND A 60D NAIL PER (R1). REPLACED NAIL WITH A 1/2" REBAR WITH A 1" PLASTIC CAP AND BRASS TAG STAMPED RLS 36888.
- 7 FOUND A 1/2" REBAR WITH A 1" PLASTIC CAP. CAP IS DETERIORATED AND NOT LEGIBLE.
- 8 FOUND A CONCRETE NAIL AND SHINER. NO IDENTIFICATION. ALSO FOUND 2ND CONCRETE NAIL S 68°56'E @ 0.75' (NOT ACCEPTED)
- 9 FOUND A 1/2" REBAR WITH A 1" PLASTIC CAP STAMPED LS 15333

SERVICING UTILITIES:

SEWER: CITY OF SURPRISE
WATER: SAGUARO ACRES WATER COMPANY
ELECTRIC: ARIZONA PUBLIC SERVICE COMPANY
CABLE: CENTURYLINK
GAS: SOUTHWEST GAS CORPORATION
FIRE AND EMERGENCY: CITY OF SURPRISE
POLICE: CITY OF SURPRISE

LOT AREAS:

LOT 1: 47118.24 SQ. FT. OR 1.08 ACRES±
LOT 2: 47126.77 SQ. FT. OR 1.08 ACRES±
LOT 3: 47126.29 SQ. FT. OR 1.08 ACRES±
LOT 4: 100739.11 SQ. FT. OR 2.31 ACRES±

13.5' W. DALE LANE AND 25' N 173RD AVE. RIGHT OF WAY DEDICATION:

22466.61 SQ. FT. OR 0.52 ACRES±

NET OVER ALL PARCEL: 242110.40 SQ. FT. OR 5.56 ACRES±

GROSS PARCEL: 264577.02 SQ. FT. OR 6.07 ACRES±



FINAL PLAT FOR P AND L ACRES
FOR A PORTION OF THE SE 1/4
OF SECTION 26, T5N, R2W, G&SRB&M
MARICOPA COUNTY, ARIZONA.

17308 WEST WOODROW LANE
SURPRISE, ARIZONA. 85388
BLACKMOUNTAINSURVEYING.COM
SURVEYING ARIZONA FOR 30 YEARS



DRAWN BY: DAM

CHECKED BY: DAM

JOB # 15046

DATE: 06/10/15

REVISED:

FINAL PLAT

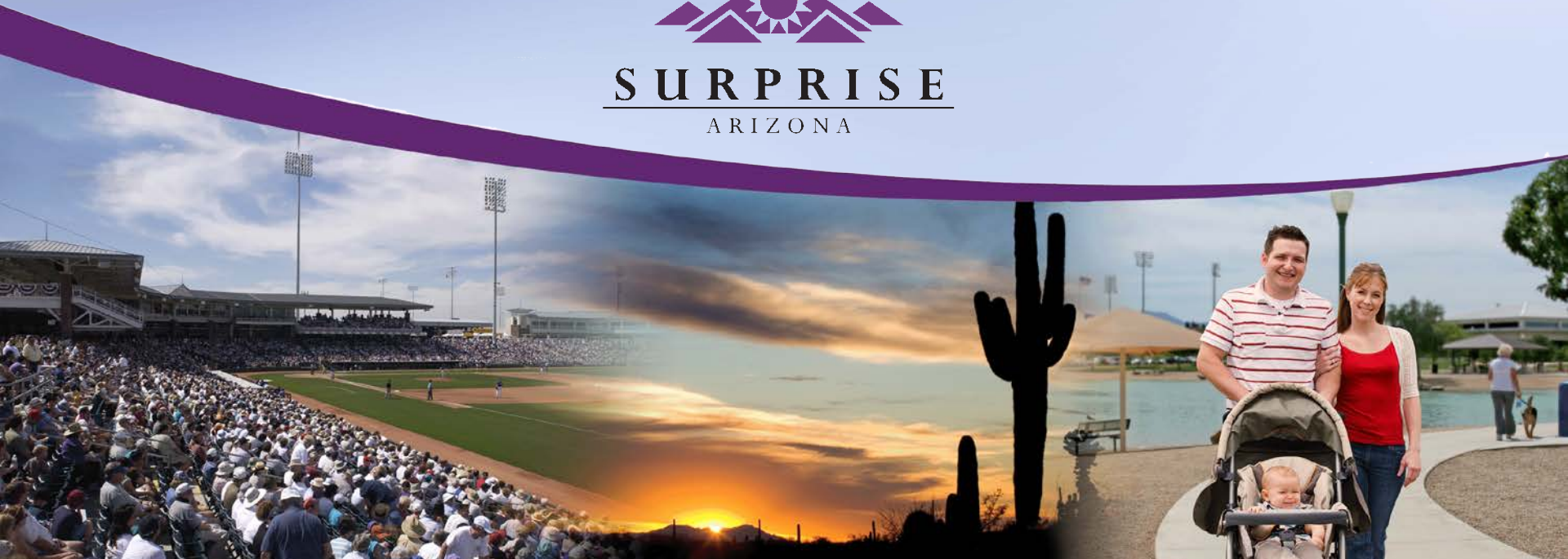
Forrest Property Final Plat

City Council

January 05, 2016



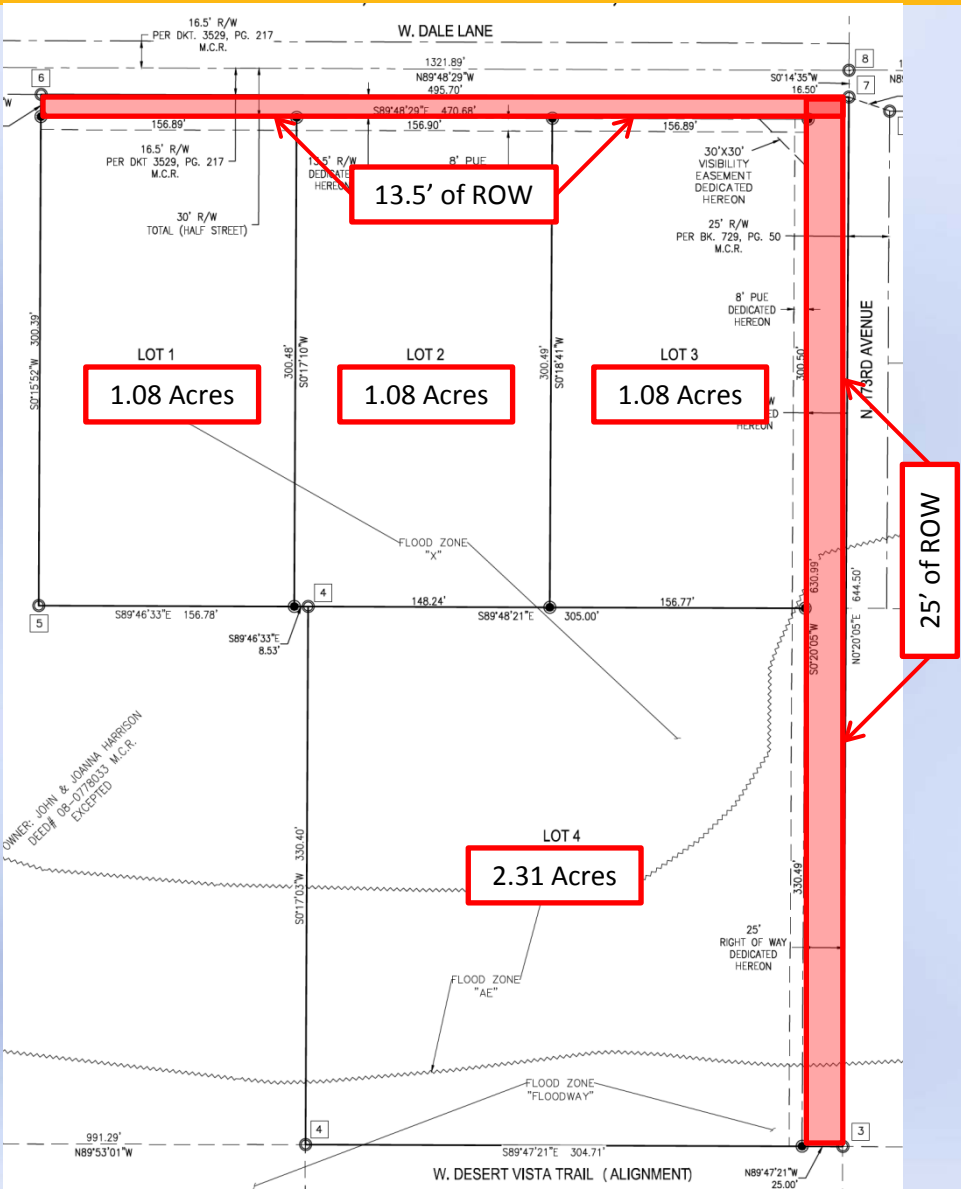
SURPRISE
ARIZONA



VICINITY MAP – Forrest Property



Final Plat – Forrest Property



Staff Recommends Approval of FS15-338





CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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

Council Meeting Date:	January 5, 2016	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action amending the Fiscal Year 2016 budget by reallocating appropriations of \$75,000 from Transportation Improvement fund, capital project 21504, to capital project 21525, for the Waddell Road median project; Resolution # 2016-06.

Motion:

I move to approve Resolution # 2016-06.

Background:

On December 2, 2014, Council approved the Waddell Road median project. The new median project will consist of the design and installation of a median that will significantly enhance safety and accessibility along major arterial roadways. Currently, vehicles exiting commercial/retail parking areas on both the north and south side of Waddell Road, west of Litchfield Road, make frequent illegal and unsafe left turn movements. Installation of a median will eliminate these unsafe movements. The proposed project is consistent with applicable access and transportation plans.

Objective Analysis:

Additional scope has been added to the Waddell Road Median Project incurring additional Expenses above the budgeted amount. In response to a Council request to provide enhanced landscaping on CIP projects, the City instructed the Landscape Architect to enhance the landscaping to a much higher level than would normally be expected for a median project. This direction also required extensive irrigation modifications to handle the increased planting load. Therefore, the construction bids came back higher than the remaining budget. Completing this project is necessary and savings are available from the Jomax Road project to complete this project.

Policy Compliant:

This action is consistent with City and Council Policy.

Financial Impact:

An additional \$75,000 is needed for the completion of the Waddell Road Median project. This request will utilize available savings from the Jomax Road project for the completion of the Waddell Road Median project. The total project budget for Jomax Road will decrease from \$938,500 to \$863,500 while the project budget for Waddell Road will increase from \$159,200 to \$234,200.

Budget Impact:

Both projects were approved as a part of the FY2016 budget. This request will reallocate appropriations of \$75,000 from Jomax Road project (21504) to Waddell Road Median (21525) for the construction of medians and landscaping without exceeding the approved total annual budget for FY2016.

FTE Impact:

This action will not have an impact on FTE.

ATTACHMENTS:

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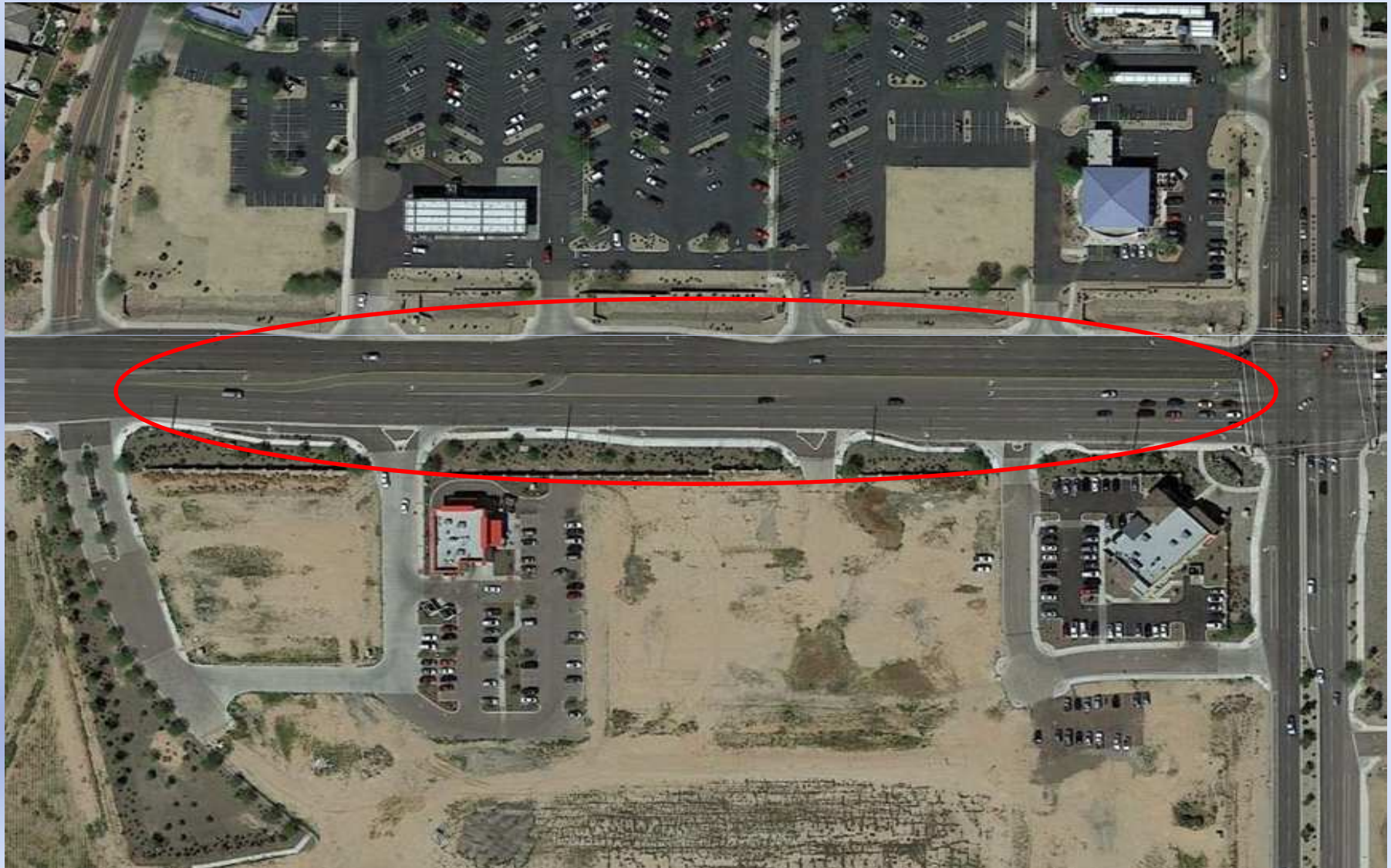
- ☐ [Presentation](#)
 - ☐ [Resolution 2016-06](#)
-

Budget Amendment for Median Improvement

January 5, 2016



Waddell Median Map



Overview

- Design and construct medians with the appropriate placement of designated left turns from Waddell Road West of Litchfield Road for approximately ¼ mile to 140th Drive.
- Project was advertised and bids came higher than construction budget.
- Budget Amendment transferring savings from a project totaling \$75,000.
 - Jomax Road project (21504) \$75,000

RESOLUTION # 2016-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$75,000 FROM CAPITAL PROJECT 21504 (JOMAX ROAD) TO PROJECT 21525 (WADDELL MEDIANS) FOR CONSTRUCTION OF MEDIANS AND LANDSCAPING.

WHEREAS, the Public Works Department has completed design of the Waddell median project;

WHEREAS, the Public Works Department has advertised for the construction of the Waddell median project according to City procurement policies;

WHEREAS, the construction bids came back higher than the remaining budget for construction;

WHEREAS, the Public Works Department has identified construction savings from the Jomax road project;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, Interim City Attorney

RESOLUTION # 2016-06
Exhibit A

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

Fund (Project)	Current Appropriation	Increase (Decrease)	Amended Appropriation
Transportation Improvement Fund (21504)	\$938,500.00	(\$75,000.00)	\$863,500.00
Transportation Improvement Fund (21525)	\$159,200.00	\$75,000.00	\$234,200.00
	<u>\$1,097,700.00</u>	<u>\$ -</u>	<u>\$1,097,700.00</u>

The fund changes are as follows:

- This amendment reallocates appropriations of \$75,000 within the Transportation Improvement Fund from Project 21504 Jomax Road to Project 21525 Waddell Median for construction of medians and landscaping without exceeding the approved total annual budget for FY2016.



CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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

Council Meeting Date:	January 5, 2016	Contact Person:	Christina Ramirez, Human Service & Community Vitality
Submitting Department:	Human Service & Community Vitality	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 Maricopa County for acceptance of HOME funds as part of the Maricopa County Housing Consortium; Resolution # 2016-07.

Motion:

I move to approve Resolution # 2016-07.

Background:

HOME funding is provided by the U.S. Department of Housing and Urban Development (HUD) to municipalities in order to provide decent and affordable housing for income qualified residents of Surprise. This funding would be applied towards the continuation of the Housing Rehabilitation Program that addresses homes that are in need of health and safety repairs or replacement. The City of Surprise receives funding as a member of the Maricopa County Housing Consortium through an intergovernmental agreement. This is necessary as Surprise does not meet the necessary thresholds to receive funding directly from HUD.

Objective Analysis:

The approval of this contract will allow the city to continue to provide services to residents for housing rehabilitation.

Policy Compliant:

Requested action is consistent with the City and Council Policy.

Financial Impact:

Costs are not scheduled to be expended during FY2016. In FY2017, expenses will match the grant award with overruns being addressed either by scaling back the project or matching with other grant awards.

Budget Impact:

A budget amendment is not required for FY2016 since no costs are anticipated until FY2017. However, the budget amount will be included during the FY2017 budget process, and acceptance of the HOME grant funds will increase the amount of funding in the Neighborhood Services Fund/HOME program by \$122,700.

FTE Impact:

The item does not impact FTE count.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Resolution](#)
 - ☐ [Intergovernmental Agreement](#)
-



Human Service and Community Vitality

Date: January 5, 2016

To: Mayor and City Council

From: Seth Dyson, Director
Christina Ramirez, Neighborhood Services Supervisor

Re: Intergovernmental Agreement/Maricopa County HOME funds

Introduction

The Neighborhood Services Division has been awarded \$122,699 for Program Year (PY) 2015 from the U.S. Department of Housing and Urban Development (HUD) under the HOME program. Approval of the Intergovernmental Agreement with Maricopa County and its remaining members of the Consortium; City of Avondale, City of Chandler, Town of Gilbert, City of Glendale, City of Peoria, City of Scottsdale, and City of Tempe is necessary in order to accept the funds.

Background

HOME funding is provided by the U.S. Department of Housing and Urban Development (HUD) to municipalities in order to provide decent and affordable housing, for income qualified residents of Surprise. This funding will be applied towards the continuation of the Housing Rehabilitation Program that addresses homes that are in need of health and safety repairs. The City of Surprise receives funding as a member of the Maricopa County Housing Consortium through an intergovernmental agreement. This is necessary as Surprise does not meet the necessary thresholds to receive funding directly from HUD.

Previous Actions

Through the City's Annual Action Plan, HOME grant funds have previously been received for FY 2006-2015 through the HOME consortium and approved for the proposed activities.

Conclusion

Accepting this award in the amount of \$122,699 from (HUD) through our intergovernmental agreement with Maricopa County for PY 2015, it is believed that the recommended projects and programs will provide assistance to residents in need, thus supporting the national objective and intent of the HOME program.

Recommendations

Approval of the Intergovernmental Agreement between Maricopa County and the City of Surprise.

Future Actions

Approve the Intergovernmental Agreement between Maricopa County and the City of Surprise.

RESOLUTION # 2016-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND MARICOPA COUNTY IN THE AMOUNT OF \$122,700 TO FACILITATE COMPLETION OF THE APPROVED FY2017 ACTIVITIES WITH HOME GRANT FUNDS.

WHEREAS, pursuant to Arizona Revised Statutes § 11-952, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities;

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

WHEREAS, the United States Department of Housing and Urban Development and Maricopa County Consortium has allocated the City of Surprise \$122,700, to complete approved Major Rehabilitation projects to help low income residents of Surprise; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council to enter into Intergovernmental Agreements of this nature.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and Maricopa County, HOME Investment Partnerships Program, attached as *Exhibit A*, is hereby approved and the Mayor is hereby directed to execute the agreement and any related documents on behalf of the City.

Section 2. The City is hereby authorized to accept grant funds in the amount \$122,700 in FY2016 for FY2017 from Maricopa County for the Neighborhood Revitalization Fund.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this __ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF SURPRISE



Contract Amount: \$122,699
Contract Start Date: July 1, 2015
Contract Termination Date: 24 months from date fully executed
Contract Number: _____
Program Number: _____
CFDA Number: 14.239, HOME Investment Partnerships Program
DUNS Number: 02-164-8936

Maricopa County (County) shall provide financial reimbursement in an Agreement amount up to One Hundred Twenty-Two Thousand Six Hundred Ninety-Nine dollars (\$122,699) subject to the terms of this Agreement and availability of funds. This Agreement amount constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

This Agreement is entered into by and between the City of Surprise, a member of the HOME Consortium (hereinafter referred to as the "City and/or "Subrecipient"), and Maricopa County, administered by its Human Services Department, (hereinafter referred to as the "County" or "Lead Agency"). The Subrecipient and County are collectively referred to herein as the "Parties" and individually as a "Party."

The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I – General Provisions – Contain uniform administrative requirements applicable to both Parties participating in the HOME Investment Partnerships (HOME) Program, which include, but are not limited to, definitions; non-discrimination and equal opportunity requirements; disclosure and retention requirements; and debarment, suspension, or ineligibility exclusions.

Section II – Special Provisions – Provides specific programmatic requirements upon the Subrecipient that are established by the HOME Program and applicable HUD regulations. This includes, but is not limited to, disposition of program income; financial record management; reporting requirements; and Subrecipient certifications.

Section III – Work Statement – The section contains, but is not limited to, a narrative of the project; a list of the tasks to be performed; established goals; performance measures; scheduling; budget; planned expenditures of income.

Section IV – Compensation – Contains provisions relating to compensation for Subrecipient, method of payment, terms of reimbursement, conditions-prior to the release of funds.

Section V – Forms – Contains the Request For Reimbursement Form; Maximum Subsidy Limits for Rental 221 (d) 3 Limits; Monthly Summary of Program Income and Recaptured Funds; HOME Funds Match Certification Form.

SUBRECIPIENT Representative: Christina Ramirez
Title: Neighborhood
Services Supervisor

Phone: 623-222-3238
Email: Christina.ramirez@surpriseaz.com
Address: 16000 N. Civic Center Plaza
Surprise, AZ 85374

MARICOPA COUNTY
(LEAD AGENCY)

Representative: Amy Jacobson
Title: Community
Development
Assistant Director

Phone: 602-372-1528
Email: jacobsona@mail.maricopa.gov
Address: 234 N. Central Avenue, 3rd Floor,
Phoenix, AZ 85004

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and returned receipt requested, to the persons at the addresses set forth above and shall be effective three (3) days after being mailed unless otherwise indicated in the notice.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, County, or the Subrecipient in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
CITY OF SURPRISE, SUBRECIPIENT

Approved By:
MARICOPA COUNTY (LEAD AGENCY)

Authorized Signature

Steve Chucri, Chairman

Date

Date

Attested to:

Attested to:

City/Town Clerk

Fran McCarroll, Clerk of the Board

Date

Date

IN ACCORDANCE WITH A.R.S. §§ 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR SUBRECIPIENT ON BEHALF OF SUBRECIPIENT, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for the Subrecipient Date

Deputy County Attorney Date

SECTION I
GENERAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing herein shall operate to increase the Operating Budget without a written amendment thereto.

B. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

1. **Agreement** means this Contract for Services, which includes the General Provision, Special Provisions, Work Statement, Compensation, and all applicable attachments, exhibits, appendix, and any laws, rules, or regulations incorporated by reference.
2. **Annual Action Plan** means the annual plan submitted by the County as the lead agency of the Maricopa HOME Consortium that describes the Consortium's annual program goals.
3. **Assistant Director** means the Director of the Community Development Division within the Human Services Department.
4. **Beneficiary** means a person or household that meets the income requirements of 24 CFR 92.203 subject to the restriction on assistance to students enrolled in an institution of higher education, as described in 24 CFR 5.612.
5. **Board of Supervisors (BOS)** means the Maricopa County Board of Supervisors.
6. **Commitment** means an executed legally binding written agreement with a Subrecipient or a contractor to use a specific amount of HOME funds to produce affordable housing, provide down-payment assistance or tenant based rental assistance. An agreement between the representative unit and a member unit of general local government of the Consortium does not constitute a commitment as described in 24 CFR Part 92.2(1) and (2).
7. **Contract Administrator** means the person administering this Agreement on behalf of the Department.
8. **County** means Maricopa County by and through its Human Services Department and the Lead Agency of the Maricopa HOME Consortium.
9. **Contractor/Subcontractor** means a non-profit or for-profit organization carrying out HOME related project activities as described in the written agreement between the City and the Developer.
10. **Director** means the Director of the Maricopa County Human Services Department.
11. **Division** means the Community Development Division of the Human Services Department.
12. **Fidelity Bond** means a bond to indemnify the Subrecipient against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.
13. **Five Year Consolidated Plan** means the HUD required Consolidated Plan submitted by the County as the lead agency for the Maricopa HOME Consortium.
14. **HOME** means HOME Investment Partnerships Program
15. **HUD** means U.S. Department of Housing and Urban Development
16. **Juvenile** means any person under the age of eighteen (18).
17. **Lead Agency** means Maricopa County administered by the Human Services Department, community Development Division. The lead agency is designated per the Intergovernmental Agreement authorized and adopted by the HOME Consortium members' legislative bodies.
18. **Maricopa HOME Consortium** means jurisdictions that participate in the Three-Year Cooperative Consortium Agreement.
19. **Maricopa HOME Consortium Current Practices Manual**, also referred to as "Current Practices Manual", is the administrative manual adopted by the Maricopa HOME Consortium.
20. **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law 95-507.

21. **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.
22. **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.
23. **Performance Bond** means a bond executed to secure fulfillment of all of the Subrecipient's obligations under this Agreement.
24. **Program** means HOME Subrecipient's receive funds to carry out programs (e.g., down payment assistance, homeowner rehabilitation, or tenant-based rental assistance programs, etc.), and not to undertake specific projects. (Entities that carry out projects are generally owners, developers, or sponsors.) The Work Statement included herein describes the Subrecipient programs to be administered.
25. **Project Coordinator** means the liaison between the Department and the Subrecipient that is responsible for contract monitoring and technical assistance.
26. **Projects** means rehabilitation or new construction (with or without acquisition) as described in a legally binding agreement between the HOME Subrecipient and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction and/or rehabilitation schedule has been established, and underwriting has been completed and otherwise complies with CFR Part 92.2(2) and 92.2 (A) and (B).
27. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
28. **Subcontract** means any contract entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
29. **Subrecipient** means a public agency administering all requirements of the HOME program and is the member unit of a general local government, person, firm or organization listed on the Cover Page of this Agreement.
30. **Vendor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
31. **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

C. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
2. The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
3. The Subrecipient is independent in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
4. Subrecipient shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in Subrecipient's organization or with which Subrecipient (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval therefore.
5. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

D. ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the County within 30 days of receipt unless Subrecipient received a written waiver of this requirement by the County.

E. AMENDMENTS

All Amendments to this Agreement shall be in writing, signed by authorized signers for both Parties, and be requested to the County no later than ninety (90) days prior to Agreement expiration.

F. ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the Contract Administrator. Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the County agrees otherwise.

G. AVAILABILITY OF FUNDS

1. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are actually available to the County for disbursement. The Director shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Subrecipient fully informed as to the availability of funds.
2. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

H. BUDGET ADJUSTMENTS

Subrecipient must receive prior written approval from the County to move funds from one Budget Activity Line Item to another. Budget adjustments that do not change the Agreement Amount may be documented by an Amendment signed by the Director and the Subrecipient's Representative. If the County agrees to the budget adjustments that increase the Agreement Amount, the County shall follow section E of this Agreement to amend this Agreement. Any requests for reasonable budget adjustments must be submitted ninety (90) days prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by appropriate documentation. The Subrecipient shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to the County within 30 days of receipt. The Subrecipient must also return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

I. DISPUTES

1. Except as may otherwise be provided for in this agreement, any dispute arising out of this agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process.
2. Notice of the specific grounds of a dispute shall be in writing and filed with the Contract Administrator, if one has been appointed, or, if not, with the County Procurement Officer within ten (10) working days from the date Contractor knew or should have known of the basis of the dispute. The Contract Administrator or County Procurement Officer, as applicable, shall respond

in writing to Contractor within fourteen (14) working days. The decision of the Contract Administrator or County Procurement Officer shall be final and conclusive unless, within seven (7) working days from the date Contractor is served with the decision, Contractor files a written notice of appeal with the County's Chief Procurement Officer, who shall provide Contractor with a written response within fourteen (14) working days following receipt of Contractor's notice of appeal. The decision of the County's Chief Procurement Officer shall be final and not appealable.

3. Pending a final decision of the County's Chief Procurement Officer, the Contractor shall proceed diligently with its performance of this agreement in accordance with the Contract Administrator or County Procurement Officer's decision.

J. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

1. Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
2. This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services with the specified time frame.
3. Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
 - a. Nonperformance of any obligations required by this Agreement.
 - b. Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
 - c. Unauthorized expenditure of funds.
 - d. Violation of the applicable affordability period.
 - e. Improper disposition of resale or recapture proceeds.
 - f. Improper disposition of program income.
 - g. Noncompliance with applicable financial record requirements, accounting principles, or standards established by 2 CFR 200*et seq.*
 - h. Noncompliance with recordkeeping, record retention, or reporting requirements.
4. Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
 - a. All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
 - b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
 - c. Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.
 - d. Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

5. The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, contractors, or subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

K. TERMINATION

1. Pursuant to A.R.S. §38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of the Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County from any other party to the Agreement arising as the result of the Agreement
2. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and returned receipt requested to the persons at the addresses set forth on Page Two of this Agreement.
3. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
4. The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or Subrecipient's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.
5. In accordance with 2 CFR 200 *et seq*, County may suspend or terminate this Agreement if Subrecipient violates any term or condition of this Agreement or if Subrecipient fails to maintain a good faith effort to carry out the purpose of this Agreement.
6. County or Subrecipient may terminate this Agreement for convenience in accordance with 2 CFR § 200. Both Parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.

L. SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void or illegal by a court shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

M. STRICT COMPLIANCE

The County's acceptance of Subrecipient's performance that is not in strict compliance with the terms hereof shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

N. NON-LIABILITY

The County, its officers, representatives, agents and employees shall not be liable for any act or omission by the Subrecipient or Vendor or any officer, representative, agent or employee of Subrecipient or Vendor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or

contracts made by the Subrecipient, Vendor or any officer, representative, agent and employee of Subrecipient or Vendor, in connection with this Agreement.

O. INDEMNIFICATION

To the extent permitted by law, the Subrecipient shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless the State of Arizona and Maricopa County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient and any of its Subcontractors, or any of the directors, officers, agents, or employees of Subrecipient and any of its Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Subrecipient or any of its Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Subrecipient and any of its Subcontractors from and against any and all claims. It is agreed that the Subrecipient and any of its Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

P. TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with State and federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

Q. SINGLE AUDIT ACT REQUIREMENTS

Subrecipient in receipt of federal funds through the County are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). Subrecipient shall comply with 2 CFR 200 Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. Subrecipient shall take corrective actions within six (6) months of the date of receipt of the reports. The County shall consider sanctions as described in 2 CFR 200.505 for Subrecipient's not in compliance with the audit requirements.

R. AUDIT DISALLOWANCES

1. The Subrecipient shall, upon written notice thereof, reimburse the County for any payments made under this Agreement that are disallowed by a federal, State or County audit in the amount of the disallowance, as well as court costs and attorney's fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
2. If the County determines that a cost for which payment has been made is a disallowed cost, the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

S. STAFF AND VOLUNTEER TRAINING

The Lead Agency may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

T. CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

U. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

V. RELIGIOUS ACTIVITIES

The Subrecipient agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

W. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Subrecipient under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

X. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

Y. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. Subrecipient and its agents shall safeguard the confidentiality of this information, just as Subrecipient would safeguard its own confidential information. Subrecipient shall include a clause to this effect in all Subcontracts.

Z. RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

AA. COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

BB. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

CC. AGREEMENT COMPLIANCE MONITORING

The Lead Agency will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the Lead Agency at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the Lead Agency for inspection and copying.

DD. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. The Subrecipient shall, during the term of this Agreement, immediately inform the Contract Administrator in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.
2. The Contract Administrator may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of such other agreement or grant, when in the opinion of the Contract Administrator the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
3. If the Contract Administrator determines that the award to the Subrecipient of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, the Contract Administrator will prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section contained herein.

EE. MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*) by law, regulation or Executive Order 13658.

FF. RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County, Maricopa County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

GG. INSURANCE

1. Subrecipient, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M.

- Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
2. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Agreement.
 3. Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
 4. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.
 5. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
 6. County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of County's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
 7. The insurance policies required by this Agreement, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
 8. The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Subrecipient's work or service.
 9. The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
 10. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
 11. **Commercial General Liability:**
 - a. Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
 12. **Workers' Compensation:**
 - a. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

- b. Subrecipient waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this Agreement.
13. **Sexual Molestation And Physical Abuse:**
- a. When services involve working with these groups of individuals, the insurance requirements in the Agreement need to be revised to include coverage for "sexual molestation and physical abuse". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, Subrecipient whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.
14. **Commercial General Liability – Occurrence Form:**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
15. **The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.**
16. The policy shall be endorsed to include the following additional insured language: "(Maricopa County), its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Subrecipient".
- Minimum Limits:**
- | | |
|--------------------------|-------------|
| General Aggregate | \$4,000,000 |
| Each Occurrence Limit | \$2,000,000 |
| Sexual Abuse/Molestation | \$2,000,000 |
17. **Builder's Risk (Property) Insurance.**
Subrecipient shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Agreement amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Subrecipient and all of Subrecipient's subcontractors and sub-subcontractors in the work during the life of the Agreement and course of construction, and shall continue until the work is completed and accepted by County. For new construction projects, Subrecipient agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full Agreement amount, unless otherwise required by the Agreement documents or amendments thereto.
- a. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Agreement.
- b. Builders' Risk insurance must provide coverage from the time any covered property comes under the Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk

insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory.

- c. If the Agreement requires testing of equipment or other similar operations, at the option of County, Subrecipient will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

18. **Certificates of Insurance:**

- a. Upon Agreement execution, Subrecipient shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.
- b. Prior to commencing work or services under this Agreement, Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE SUBRECIPIENT AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF AGREEMENT.
- c. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual Certificates of Insurance.
- d. If a policy does expire during the life of the Agreement, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

19. **Cancellation and Expiration Notice:**

- a. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
- b. If the Subrecipient provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.

20. **Subcontractors:**

Subrecipient's certificate(s) shall include all subcontractors as insureds under its policies or Subrecipient shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

21. **Approval:**

Any modification or variation from the insurance requirements in any Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

22. **Exceptions:**

In the event the Subrecipient or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

HH. BONDING

1. The Subrecipient shall not receive any initial reimbursements under this Agreement in an amount greater than the Subrecipient's bonding limit. Subrecipient shall provide the Assistant Director with documentation of required bonding.
2. Subrecipient shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.

3. Bonding requirements shall prevail throughout the term of this Agreement.

II. GRIEVANCE PROCEDURE

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the Subrecipient's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

JJ. NONDISCRIMINATION

The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts.

KK. EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and Executive Orders 11375 amending Executive Order 11246 and implementing regulations at 41 CFR part 60, as well as, Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

LL. DISABILITY REQUIREMENTS

Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

MM. FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable State and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

NN. RETENTION OF RECORDS

1. This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Subrecipient that are related to this Agreement.

2. The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of any and all of the records.

OO. ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, the Subrecipient shall reimburse the County for the services not supported and documented.

PP. COMPETITIVE BID REQUIREMENTS

1. Equipment

If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

- a. Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The Subrecipient shall keep and maintain a record of the vendors' verbal quotations. The Subrecipient's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
- b. Procurements exceeding an aggregate amount of \$1,000 must be approved by the County. At least three (3) bidders shall be solicited to submit written quotations. The Subrecipient shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2. Supplies

If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless the Subrecipient obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.

3. Minority, Women and Small Business Enterprises

The Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

4. Bidding Procedures

If the Subrecipient is a Public Agency, the Subrecipient's own bidding procedures shall govern.

5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

QQ. PROPERTY

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the County, and shall revert to the County upon termination of this Agreement, unless the County determines otherwise. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the County.

RR. IMMIGRATION LAWS AND REGULATIONS

1. **Federal Immigration and Nationality Act**

- a. The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.
 - b. By entering into this Agreement, both Parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Both Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. Both Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
 - c. The Parties may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, then the Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the Subrecipient or its subcontractor.
2. **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:
- a. That Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
 - b. That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability;
 - c. That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Subrecipient or Vendors employee who works on this Agreement to ensure that the Subrecipient or Vendors is complying with the warranty provided under subsection 1 above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

SS. DRUG FREE WORKPLACE ACT

The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that the Subrecipient and grantees of federal funds must certify that they will provide drug-free workplaces that comply with federal law. This certification is a precondition to receiving a grant or entering into this Agreement.

TT. GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The Subrecipient is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

UU. STATUTORY RIGHT OF CANCELLATION

Notice is given that pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other Party of this Agreement with respect to the subject matter of this Agreement. The County may also recoup any fee or commission paid

or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of this County from any other Party to this Agreement arising as the result of this Agreement.

VV. EMPLOYMENT DISCLAIMER

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the Subrecipient is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

WW. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned by signing and submitting this Agreement has the authority to certify the Subrecipient to the terms, representations and/or warrants of this Certification. The Subrecipient, defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. shall immediately notify the County if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
6. shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

The Subrecipient shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.

Should the Subrecipient not be able to provide this Certification, an explanation as to why shall be immediately provided to the County, Attention: Community Development Assistant Director, 234 N. Central Ave., Third Floor, Phoenix, AZ 85004.

XX. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

1. The Parties agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
2. Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Subrecipient and copies provided to County upon request; and
3. Subrecipient shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

YY. COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient shall comply with State and other laws regarding eligibility for public benefits including ARS § 1-501 and § 1-502 which states that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

1. All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.
2. All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.
3. The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements 1 and 2, above.
4. Employees of Maricopa County and its subcontracted entities are required to report “discovered violations” of federal immigration law
5. Public benefits are defined in ARS 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.
6. Programs, services, or assistance such as soup kitchens, crisis counseling and intervention, and short-term shelter which meet the following conditions are exempt from ARS 1-501 and 1-502.
 - a. deliver in-kind services at the community level, including through public or private nonprofit agencies;
 - b. do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient’s income or resources; and
 - c. are necessary for the protection of life or safety.

SECTION II
SPECIAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement then the Compensation Provisions shall control.

B. STANDARDS

The Subrecipient shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the County whenever the Subrecipient is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Subrecipient acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in this Agreement may subject the Subrecipient to the remedies provided in the Default and Remedies for Noncompliance established by the General Provisions.

C. COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties hereto, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to the Default and Remedies for Noncompliance provided in the General Provisions.

D. AUDIT REQUIREMENTS

The Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either audited financial statements prepared in accordance with federal single audit requirements; or, Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

E. GENERAL PROGRAM PROVISIONS

In accordance with HOME Program regulations, the Subrecipient agrees to implement the Program fully as described in each Work Statement in accordance with the terms of the Five-Year Consolidated Plan and the Annual Action Plan submitted by the County to HUD for funds to carry out the Program and the Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with any Cooperation Agreements with the Municipality (as applicable). The Annual Action Plan is hereby incorporated by reference into this Agreement. In summary, the Program is described in Work Statement, Section III. The Subrecipient shall be responsible to provide various reports of all activities related to the Work Statement. The Subrecipient agrees to submit to the County required reports:

1. **Program Income Reports** are due monthly with supporting documentation and with each Request for Reimbursement.
2. **Contract Performance Reports** due on the 15th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June). Report shall address all programs described in the Work Statement. Failure to submit timely Agreement Performance Reports will result in suspension of payment reimbursement requests until all reports are brought current. Agreement Progress Reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the Subrecipient must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the

- costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unrented as described in §92.252.
3. **Monthly Request for Reimbursements** Subrecipient must use the required Monthly Request for Reimbursement form and must include all supporting documentation, a Match Log, Monthly Summary of Program Income/Recaptured Funds Report, and supporting documentation;
 4. **HOME Setup Reports** are due within one (1) year from the date this Agreement is fully executed. According to 92.250 (b): Before Setup Reports are submitted, the Subrecipient must evaluate the project in accordance with guidelines that it has adopted for determining a reasonable level of profit or return on owner's or developer's investment in a project and must not commit or invest any more HOME funds, alone or in combination with other governmental assistance, than is necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the period of affordability in 24 CFR 92.252 and 254) and that will not provide a profit or return on the owner's or developer's investment that exceeds the Subrecipient's established standards for the size, type and complexity of the project.
 5. **HOME Completion Reports** are due no later than sixty (60) days of final payment requests. HOME Completion Report must include all required documents as described in this Agreement.
 6. **Request for Reimbursement** form with required documentation for each activity is due within 45 (forty-five) days of submitting a HOME Setup Report. and within every 90 (ninety) days thereafter until the project is completed.
 7. **Other HUD**-required reporting data as applicable.

F. **PROGRAM INCOME**

Means all gross income received by the Subrecipient directly generated from the use of funds provided by this Agreement or matching contributions. Program income must be used in accordance with the requirements of 24 CFR 92.503. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Program income may be retained and used by the Subrecipient under the following conditions: submit to the County with documentation supporting the amount of program income received and expended. Monthly Summary Program Income Reports are due to the County by the 15th day of the following month (i.e. due on August 15th for the month of July).

Program income derived from Maricopa HOME Consortium activities undertaken by a Subrecipient which thereafter terminates its participation in the consortium continues to be program income of the consortium and must be returned to the County.

Program Income includes, but is not limited to: [1] proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions, [2] gross income from the use or rental of real property, owned by the Subrecipient that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less cost incidental to generation of the income (program income does not include gross income from the use, rental or sale of real property received by the project owner, developer, or sponsor, unless the funds are paid by the project owner, developer, or sponsor to the participating jurisdiction, subrecipient or State recipient); [3] payments of principal and interest on loans made using HOME funds or match contributions; [4] Proceeds from the sale of loans made with HOME funds or matching contributions; [5] Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions; [6] Interest earned on program income pending its disposition; and [7] Any other interest or return on the investment permitted under 24 CFR 92.205(b) of HOME funds or matching contributions.

Program Income received by the Subrecipient shall be tracked by the Subrecipient and accounted for in a separate fund or account and reported monthly to the County in the required format. Program Income that is received after the end of this Agreement shall be sent to the County in accordance with 24 CFR § 92.503 within 30 days after the expiration of this Agreement.

G. RECAPTURED FUNDS

Recaptured funds are HOME funds which are recouped by the Subrecipient when HOME assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by 24 CFR 92.254(a) (4). The amount of the recapture is determined by the recapture requirements established by the Subrecipient in accordance with 24 CFR 92.254(a) (5) (ii). In accordance with 24 CFR 92.503(c), recaptured funds must be deposited in a separate account and have support back-up evidencing recaptured funds.

Recaptured funds must be used for eligible HOME activities in accordance with the requirements of the HOME statute and regulations, in the same manner as program income must be used. However, unlike program income, since recaptured funds represent a return of the original HOME investment, 10% of the recaptured funds may not be used for eligible administrative and planning costs. The Subrecipient must enforce the recapture agreements and account for the source and application of recaptured funds, in accordance with the record keeping requirements of 24 CFR 92.508. Recaptured funds may be retained and used by the Subrecipient under the following conditions: submit to the County documentation supporting the amount of recaptured funds received and expended. Monthly Summary of Recaptured Fund Reports which are due to the County by the 15th day of the following month (i.e. due on August 15th for the month of July).

Recaptured funds received from Maricopa HOME Consortium activities undertaken by the Subrecipient which thereafter terminates its participation in the consortium must be returned to the County.

H. REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS

Upon expiration of this Agreement, any real property under the Subrecipient control that was acquired or improved in whole or in part with HOME funds must be occupied by low and/or very low income households and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded covenants running with the land. The option to use deed restrictions or covenants running with the land must include period of affordability set forth in §92.252 and §92.254.

I. DEOBLIGATION

The County may reduce funds from the funding award evidenced by this Agreement, under the following circumstances:

1. The Subrecipient completes performance under the Work Statement without using all funds provided by the County under this Agreement;
2. This Agreement expires all funds are expended;
3. The County original allocation was a loan and the Subrecipient paid the loan;
4. Cancelled or changed an Program required under the Work Statement for reasons other than non-performance;
5. This Agreement has otherwise been terminated. The County may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Subrecipient.

J. REDUCTION IN FUNDS

The County may reduce funds from the amount of the funding award evidenced by this Agreement, under the following circumstances: 1) The County determines that the Subrecipient failed to use the funds provided by the County under this Agreement in compliance with the terms and conditions outlined herein; or 2) the Subrecipient fails to perform in accordance with the performance obligations

set forth in the Statement of Work and Project Schedule or the terms of this Agreement. The County may reduce funds under this Agreement under the foregoing circumstance upon written notice to the Subrecipient.

K. REPAYMENT OF FUNDS

Subrecipient agrees to repay funds provided under this Agreement in compliance with the terms of this Agreement or the requirement of applicable laws and regulations. This repayment obligation extends to but is not limited to questioned costs identified in HUD monitoring or Single Audit and repayments required by HUD for failed projects during the period of affordability for projects financed under this agreement. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than one hundred eight (180) days following the written determination of noncompliance by the County.

L. FUNDS REMAINING AT EXPIRATION

Upon expiration of the Agreement, the Subrecipient shall transfer to the County any unexpended funds advanced to the Subrecipient by the County under this Agreement.

M. ADMINISTRATIVE REQUIREMENTS

In accordance with federal regulations, including 24 CFR § 92 et seq., the County is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.

1. **FINANCIAL RECORDS:** Subrecipient accounting system and financial records shall comply with the applicable requirements and standards of 24 CFR 200 *et seq.* Such systems shall be subject to monitoring from time to time by the County or by HUD.
 - a. The Subrecipient agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
 - b. Subrecipient is to adhere to applicable audit requirements as described and in accordance with 24 CFR 200 *et seq.* In addition, all Subrecipients must provide annual single-audit reports or annual audited financial statements to the County.
 - c. Subrecipient is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503(b)(3).
2. **DOCUMENTATION AND RECORD KEEPING:**
 - a. **Records to be Maintained** The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to records:
 - i. Demonstrating that the Subrecipient is and remains a qualified Subrecipient;
 - ii. Providing a full description of each projects undertaken and its impact;
 - iii. Required determining the eligibility of activities;
 - iv. Demonstrating compliance with environmental review requirements;
 - v. Required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);
 - vi. Demonstrating citizen participation;
 - vii. Demonstrating compliance regarding acquisitions, displacement, relocation and replacement housing;
 - viii. Demonstrating continuing compliance for all activities and/or compliance with resale or recapture provisions of the affordability standards;

- ix. Documenting compliance with the fair housing and equal opportunity components of the HOME program;
 - x. Financial records as required by 24 CFR Part 570.502, 2 CFR 200 *et seq.* and OMB Circulars;
 - xi. Other records necessary to document compliance with HOME requirements;
 - xii. Documenting compliance with Section 3 of the Housing Development Act of 1968;
 - xiii. Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans associated with owner-occupied housing activities;
 - xiv. Supporting that the Subrecipient has maintained client data demonstrating clients served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low income persons or groups and that no conflict of interest exists.
 - xv. As demonstrated compliance with applicable Federal, State and local laws and regulations, including compliance with ARS § 1-501 and § 1-502 (Attachment A).
- b. Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- c. Disclosure – The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service.
- d. Program Activity Reports – Such reports as required by the County including, but not limited to HOME Setup/Completion Report, Agreement Performance Reports, Program Income/Recaptured Funds Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data as applicable shall be submitted in accordance with the Current Practices Manual at the completion of each Program which is described under the Work Statement.
- e. Audits and Inspections – All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees or the Federal Government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Current Practices Manual concerning Subrecipient audits. The Annual Audit requirement is applicable to all levels of funding received by Subrecipient via this Agreement, even if the level of funding is less than the current thresholds cited in 2 CFR 200.501
- f. Performance Monitoring – The COUNTY shall monitor the SUBRECIPIENT to determine if HOME-funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the SUBRECIPIENT against goals and performance standards required herein. SUBRECIPIENT will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring as set forth in the HOME Consortium Monitoring Current Practices. Failure of Subrecipient to administer, implement and perform as determined by federal regulations and County shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.

- g. Policy/Administrative Manuals Use - Subrecipient agrees to be familiar with and comply with the policies/procedures established in the most recent Current Practices Manual. Noncompliance with the Current Practices Manual shall constitute a breach of Agreement.

N. ENVIRONMENTAL REVIEW CONDITIONS

Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the Subrecipient. Exempt activities described in § 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD and/or the County provides written authorization based on approval of an ERR.

An option agreement (to purchase land or a single family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use fund based on a completion ERR. The cost of the option must be a nominal portion of the purchase price.

1. The Subrecipient agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.
 - a. Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement.
 - i. Clean Air Act, 42 USC § 7401, *et seq.*, as amended.
 - ii. Federal Water Pollution Control Act, as amended, 33 USC § 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - iv. Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
 - b. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.
 - c. Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic places, or included on any state or local historic property inventory or any archaeological findings.

- d. Release Of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

O. THE SUBRECIPIENT CERTIFIES

1. That it is a municipality that meets the applicable requirements of the HOME Program.
2. That it possesses legal authority to execute this Agreement.
3. That its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the Subrecipient to execute this Agreement and to comply with the terms of this Agreement.
4. That the activity described shall be carried out and services administered in compliance with all federal laws and regulations as follows:
 - a. Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of 2 CFR 200 *et seq.*

P. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS

1. The Parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR §§ 92.350-92.454 include:
 - a. The requirements of the Fair Housing Act, 42 CFR §§ 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR 1980 Comp., p. 307) and implementing regulations at 24 CFR §107: and Title VI of the Civil Rights Act of 1964, 42 U. S. C. § 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
 - b. Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act;
 - c. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the regulations at 24 CFR § 146;
 - d. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR Part 8; and, Americans with Disabilities Act 1990;
 - e. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR §§ 1964-65, Comp., p. 339);
 - f. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities); and
 - g. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability Act.
2. The Parties to this Agreement agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The

parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.

3. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
4. County, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 CFR Part 58. The County will assume the responsibilities for the Request for Release of Funds. The Subrecipient agrees not to commit or incur expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the Subrecipient has incurred expenses in violation of the NEPA requirements, the Subrecipient will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The Subrecipient agrees to provide all necessary assistance to the County in completing this environmental review process.
5. The Parties to this Agreement agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.
6. The Parties to this Agreement agree to abide with the Davis-Bacon Act (40 U.S.C. § 276a-5) and the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).
7. The Parties to this Agreement agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128) as they apply to this HOME Program.
8. The Parties to this Agreement agree to abide by the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
9. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821. et seq.) and is therefore subject to 24 CFR Part 35.
10. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
11. The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges
 - a. That the Subrecipient and its subcontractors/vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214 (A);
 - b. That a breach of a warranty under subsection a above, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contact;
 - c. That the County retains the legal right to inspect the employment papers of any Subrecipient or vendors employee who works on the Agreement to ensure that the Subrecipient or vendor is complying with the warranty provided under subsection a above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and

- d. That nothing herein shall make any Subrecipient, or vendor an agent or employee of the County;
12. That the Current Practices Manual shall be made accessible to all applicable Subrecipient staff.

Q. REGARDING SUBCONTRACTS AND VENDORS

1. Approvals – Unless expressly authorized in the written Agreement by the Subrecipient exempt activities such as architectural, engineering and administration may be undertaken and reimbursed by the County prior to receipt of HUD Request Release of Funds RROF. Exempt activities described in 24 CFR 58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise the Subrecipient shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs enter into by a subcontract(s) with any agency or individual in the performance of this Program that are not exempt activities without the Release of Funds (ROF) from the County prior to the execution of such Agreement.
2. DUNS Number -- All subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management, or SAM.
3. Fees – Subrecipient and all subcontractors under this Agreement shall not charge servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by 24 CFR 92.214(b)(1).
4. Selection Process – The Subrecipient shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the County along with documentation, if requested concerning the selection process.
5. Section 3 of the Housing and Urban Development Act of 1968 – The Subrecipient shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the vendor is in violation of regulations issued by the grantor agency. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR § 135. The Subrecipient has the responsibility of determining Section 3 eligibility.
6. Monitoring – The Subrecipient shall monitor/review all subcontracted services on an annual basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in Contract Performance Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

R. THE COUNTY CERTIFIES

1. That the public purpose is served by the financial participation of the County in the Statement of Work.
2. That the HOME Program funds designated for the Statement of Work constitutes reasonable and prudent assistance necessary for completion of the Program.

S. PROGRAM COMPLETION

Upon completion of the Work Statements, all unspent HOME resources shall be forfeited to the County for reallocation as defined by Maricopa HOME Consortium Policies and Procedures. The Subrecipient shall continue to be responsible for compliance activities until all HOME requirements and contractual obligations are met including affordability restrictions. The Subrecipient obligation shall not end until all close-out requirements are completed. The County will notify the Subrecipient in writing that a Completion Report is due to the County within sixty (60) days of one of the following occurrences:

1. Funds have been expended for the activity;
2. The Work Statement has been completed;

3. The Agreement period set forth in this Agreement has expired; or
4. The Agreement has otherwise been terminated.

Following the receipt and approval of the Completion Report for each activity, the County will notify the Subrecipient in writing that each activity is closed. In compliance with 24 CFR 92.502(d) all project completion data shall be entered in IDIS within 120 days of the final drawdown for all activity types. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 CFR 92.251, the final draw has been disbursed; and the projection completion data entered into IDIS.

For the purposes of rental project, the project is complete when construction is complete and the units are ready for occupancy. The identification of a beneficiary is not required for project completion. Vacant rental units may be marked as vacant when completion data is entered.

T. FAILURE TO MAKE PROGRESS

1. Failure of the Subrecipient to make progress according to the Work Statement may result in Agreement termination, deobligation of funds or recapture of funds. SUBRECIPIENT agrees to meet with the County at the site in which the funded activity is taking place to discuss progress and allow the County to provide technical assistance if:
 - a. The Subrecipient fails to complete its Environmental Review pursuant to section 9 within one hundred and eighty (180) calendar days from the date the County executes this Agreement;
 - b. The Subrecipient fails to commit funds to a specific local project in performance of and in accordance with the terms of this Agreement within twelve (12) months from the execution date the County executes this Agreement. Commit for the purposes of this paragraph shall have the same meaning as 24 CFR 92.2(2)(i)-(iii);
 - c. The Subrecipient fails to expend HOME funds in performance of and in accordance with the terms of this Agreement within twenty-four (24) months from the date the County executes this Agreement.
2. The County will terminate any Agreement and recapture funds from the same Agreement in which the Subrecipient does not timely perform the activities described above or in the milestones in the Statement of Work of this Agreement. The County in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate the Agreement for cause pursuant to Section I of this Agreement.
3. In the event that a project is not completed within two years from the date that the County executes this agreement, the Subrecipient must repay the HOME funds unless the Subrecipient requests and the Consortium grants an amendment to the Agreement prior to ninety (90) days of Agreement expiration..

U. GENERAL CONDITIONS

1. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the County from HUD pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the HOME Program regulations. Notwithstanding any other provisions of this Agreement, any payment to Subrecipient by County under this Agreement is contingent upon the actual receipt of funds from HUD.
2. Both parties acknowledge that no member of the governing body, nor any employee of the County who exercises any functions or responsibilities in connection with the carrying out of the activity to which this Agreement pertains, has any personal interest direct or indirect in this Agreement.

3. The County may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and in compliance with the procedures in the Current Practices Manual. Such amendments shall not invalidate this Agreement nor relieve or release the County or Subrecipient from its obligations under this Agreement. Amendments shall be filed with the original Agreement.
4. Changes – The County may, at any time, by written Amendment executed by the Director or designee, make changes within the general scope of this Agreement in any one or more of the following areas:
 - a. Work Statement activities which do not :
 - i. Increase or decrease the amount of total Agreement funding;
 - ii. Modify the project timeline as long as the last day of the project timeline is within the end date of the Agreement; or
 - iii. Modify terms consistent with any change to the Work Statement required by Federal, State, or County regulations ordinances or policies.
 - b. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements. It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.
 - c. The County may increase or decrease funding resulting from a reallocation pursuant to a majority vote of the Consortium members with the agreement of both parties; provided the change in funding is approved by the Board of Supervisors.
 - d. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
 - e. Subrecipient agrees to be familiar with, update as necessary, and comply with the policies/procedures established in the most recent HOME Consortium Current Practices Manual and all provisions in the most recent Current Practices Manual. Non-compliance with the HOME Consortium Current Practices Manual shall constitute a breach of Agreement.
 - f. Subrecipient agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Subrecipient observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the County, in writing, and any necessary changes shall be accomplished by appropriate written modification.
 - g. Should the Subrecipient perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local governments.
 - h. Acknowledge the contribution of the County HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.
 - i. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME CERTIFICATIONS.

V. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient must transfer to the County any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds. Unexpended funds must be deobligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa HOME Consortium staff, may reallocate any unencumbered funds per the Consortium reallocation policy, as stated in the Maricopa

HOME Consortium Intergovernmental Agreement -Three Year Cooperative Agreement. A written letter to deobligate funds will be sent to the Subrecipient from the County a minimum of ninety (90) days prior to termination of Agreement.

SUBRECIPIENT HOME CERTIFICATION

In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR 92.150 of the Home Investment Partnership Program Rule, the Subrecipient certifies that:

- (A) Before committing any funds to a activity, the Subrecipient will evaluate the activity in accordance with 24 CFR 92.504 and the guidelines that it adopts for this purpose and complete all assessments required by the rules, including, but not limited to:
 - 1. Complete all income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, refinancing guideline, homebuyer program policies and affordability requires;
 - 2. Complete a timely environmental review;
 - 3. Complete an underwriting review; assess developer capacity, fiscal soundness and neighborhood market conditions; and
 - 4. The Subrecipient will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.
- (B) The Subrecipient will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.
- (C) The Subrecipient understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.
- (D) The submission of the program description is authorized under State and local law (as applicable), and that the Subrecipient possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;
- (E) The Subrecipient will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations and the requirements of 24 CFR 92.353;
- (F) The Subrecipient will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;
- (G) The Subrecipient will provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The participating jurisdiction's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
 - 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the County in writing, within ten calendar days after receiving notice under paragraph 4 ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4ii., with respect to any employee who is so convicted
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
- (H) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
 3. The Subrecipient will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.
- (I) The Subrecipient shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, Subrecipients, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

 Signature (Subrecipient Representative)

 Date

 Printed/Typed Name

 Title

JURISDICTION CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction shall affirmatively further fair housing, which means it shall conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It shall or shall continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee shall -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Affirmative Marketing -24 CFR 92.351

1. Subrecipient must adopt and follow affirmative marketing procedures and requirements for rental and homebuyer projects containing five or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME- funded programs, including, but not limited to, tenant-based rental assistance and down payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If the jurisdiction's written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the jurisdiction must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the project.
2. The affirmative marketing requirements and procedures adopted must include:
 - (i) Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);
 - (ii) Requirements and practices each subrecipient and owner must adhere to in order to carry out the jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);
 - (iii) Procedures to be used by subrecipients and owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program or the housing without special outreach (e.g., through the use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);
 - (iv) Records that will be kept describing actions taken by the jurisdiction and by subrecipients and owners to affirmatively market the program and units and records to assess the results of these actions; and
 - (v) A description of how the jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.
3. A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in paragraphs (a) and (b) of this section.

Minority outreach-24 CFR 92.351

The Subrecipient must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 85.36(e) of this title describes actions to be taken by a jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or shall 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 contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It shall require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all Subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It shall comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized City Official

Date

Printed/Typed Name

Title

City Name

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings); or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
 - a. Place of Performance: City of Surprise
 - b. Check ___ if there are workplaces on file that are not identified here.
 - c. The certification with regard to the drug free-workplace is required by 24 CFR Part 24, subpart F.

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
- a. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
 - b. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
 - c. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
 - d. "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent Subrecipients not on the grantee's payroll; or employees of Subrecipients or vendors in covered workplaces).

SECTION III
WORK STATEMENT



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

MARICOPA COUNTY
HOME Investment Partnerships Program
FY 2015-2016

DUNS #: 02-164-8936

Consortium Member: Surprise, Arizona

Program Year: FY 2015-2016

Project: Housing Rehabilitation

FY 2015-2016 HOME Funds: \$122,699

Type of Property: Single Family

A. DETAILED SCOPE OF WORK:

Include the following-

1. Consolidated Plan goals as it relates to this activity, include the priority rating i.e. High, Low Improvement and reinvestment in current housing stock within the City of Surprise is a High priority in the Consolidated Plan.
2. Type of assistance/activity to be provided with HOME funds: Single Family Housing Rehabilitation
Owner-occupied single family housing rehabilitation will be provided with HOME funds.
3. Methods and instruments used for ensuring affordability:
The HOME funds will be secured by a Deed of Trust and Promissory Note and recorded with Maricopa County to ensure the home is not sold or transferred to another owner.
4. Anticipated use of program income/project proceeds:
Any program income will be used to supplement the completion if any additional single family housing rehabilitation projects.

B. OBJECTIVES AND OUTCOMES (Check appropriate box below.):

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

C. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	ACTIVITIES In order to address the issue, the subrecipient will conduct the following activities:	OUTPUTS Once completed, these activities will produce the following:	OUTCOMES When completed, these activities will lead to the following changes:	IMPACT Long term changes:
HOME funding	5 rehabilitations	Owner occupied housing rehabilitation	Low to moderate income families have safe and decent housing	Stable neighborhoods

D. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of <u>HOME Assisted</u> Units in program (if rental)
Households at or below 50%	1	1	
Households at or below 60%	1	1	
Households at or below 80%	3	3	
TOTAL	5	5	

E. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

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

F. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
HOME Contract signed by City Council	10/15/2015	10/30/2015
Client Pre-qualification	11/1/2015	11/15/2015
Environmental Review	1/15/2016	1/15/2016
RFQ Issued	2/15/2016	2/30/2016
Developer Selected and Signed Development Contract	3/01/2016	3/15/2016
Home Set up Report to County	4/15/2016	4/30/2016
Acquisition and/or Rehab and/or Construction to commence	5/1/2016	5/15/2016
Rehab complete or Certificate of Occupancy	6/1/2016	6/30/2016
Unit Occupied by Low/Moderate Income Person/Family	7/15/2016	7/30/2016
Completion Report submitted to City	8/15/2016	8/30/2016

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

G. ACTIVITY BUDGET SUMMARY:

<u>ACTIVITIES</u>	HOME FUNDS FY 2015-2016	Additional Sources* (defined in Table H.)	TOTAL COST
<u>ACQUISITION</u>	N/A	N/A	N/A
Land			
Buildings			
Closing Costs			
Legal Fees			
TOTAL			
<u>SITE & DEMOLITION</u>	N/A	N/A	N/A
Site Work			
Demolition			
TOTAL			
<u>NEW CONSTRUCTION or REHAB</u>			
Construction Costs-Materials	\$90,000	\$22,500	\$112,500
Builder Overhead			
Builder Profit	\$10,000	\$2500	\$12,500
General Requirements			
Consultant/Specialist			
Permits & Fees	\$5,000	\$1250	\$6250
Construction Contingency	\$5,000	\$1250	\$6250
Sales Tax	\$12,699	\$3174.75	\$15,873.75
Other-Infrastructure			
TOTAL	\$122,699	\$30,674.75	\$153,373.75
<u>ARCHITECTURAL FEES</u>			
Design			
Supervision			
Other			
TOTAL			
<u>CONSTRUCTION INTEREST & FEES & LEGAL FEES</u>			
Construction Interest			
Bond Premium			
Title & recording			
Insurance			
Legal Fees			
Other			
TOTAL			
<u>ADMINISTRATION COSTS</u>			
Program Delivery			
Administration			
Volunteer Labor			
GRAND TOTAL	\$122,699	\$30,674.75	\$153,373.75

H. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
City of Surprise General Fund	\$30,674.75	
TOTAL	\$30,674.75	

I. MATCH:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED TO THE PROJECT:

Match commitment must equal 25% of the HOME funds requested.

Documentation is due at the time of request for payment(s).

Match Logs must be submitted annually by June 30th of each year.

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	City of Surprise	\$30,674.75
Value of waived taxes, fees or charges associated with HOME projects		
Value of donated land or real property		
Cost of infrastructure improvements associated with HOME projects		
Percentage of proceeds from single- or multi-family state housing bonds		
Value of donated materials, equipment, labor and professional services		
Sweat equity		
TOTALS		\$30,674.75

SECTION IV
COMPENSATION



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

A. COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth below, County will pay the Subrecipient compensation for services rendered as indicated in the following subsections.

B. METHOD OF PAYMENT

Subrecipient agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment A) to County. Subrecipient may request funds only after the Subrecipient has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for project activities. Request for reimbursement must be made using the Request for Reimbursement form incorporated in this Agreement.

Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the Subrecipient requests funds from the County.

County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof.

Subrecipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may otherwise be reasonably required by the County to determine or confirm that any such expenditures are pursuant and within the scope of work.

C. TIMELINESS

Subrecipient will submit Requests for Reimbursements to the County at least monthly. Subrecipient must seek reimbursement of expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1 through June 30 and all Requests for Reimbursement shall be submitted no later than July 10th for the preceding fiscal year.

D. REIMBURSEMENT

The County shall provide financial assistance in an amount up to (\$122,699) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

E. RELEASE OF FUNDS (ROF)

No funds may be encumbered prior to the completion of the Environmental Review except for exempt activities as described in 24 CFR 58.34(a)(1)-(11) that generally have no physical impact on the environment. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

SECTION V

FORMS



MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

Attachment A
Request for Reimbursement Form- Page 1



Maricopa HOME Consortium Subrecipient Contract

REQUEST FOR REIMBURSEMENT

FY: Reimbursement #: **MARICOPA COUNTY HUMAN SERVICES DEPT REQUEST FOR REIMBURSEMENT SUMMARY PAGE 1 OF 2**

Subrecipient Name		Date	
Contract No		Reporting Category	
Subrecipient Address		Contract Amount	\$ -
Contact Person		Contract Balance	\$ -
Phone		Email	
County Vendor#		Contract Start	
		Contract End	

Itemized Payment Statement (Page 2 of 2) must accompany this form. See Page 2 for Draw Types and Activity Codes. Actual receipts, invoices, bank statements or copies of such items MUST be included to process this request.

a	b	c	d	e.	f	g	h	i	j
Draw Type (EN,CR)	Activity Code	IDIS Act No.	Address	PI Received in IDIS	IDIS Activity Setup Amt. (\$)	Amount Expended	Amount Requested	Remaining Balance	Final Draw for Activity Y/N
					\$ -	\$ -		\$ -	
					\$ -	\$ -		\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
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								\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
Total				\$ -	\$ -	\$ -	\$ -		

Recipient Authorized Signature				Date		Title			
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.									
Performance Reports		Current	☐	Not Current		☐	For MCHSD Use Only		
Match Report		Current	☐	Not Current		☐			
MCHSD Sr. Grants Acct Approval				Date		MCHSD Assistant Director Approval			
MCHSD Project Coordinator Approval				Date					

Request for Reimbursement Form-Page 2



REQUEST FOR REIMBURSEMENT - ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Subrecipient	0	Date:	1/0/1900					
Subrecipient Contract #	0	Contract Period (Start/End)	1/0/1900 1/0/1900 Reimbursement #:					
IDIS Activity Number	Allocation Year FY	Activity Type (NC, SFR). See below for codes.	Paid (or Payable) to Address Including ZIP + 4	Date Paid	Invoice PO	Check #	Amount of Request	Contract with Developer/Subrecipient Yes or No
Ex: #1111	FY14/15	NC	ABC Contracting	5/1/2015	#1	123	#####	Yes
Total							\$ -	

DRAW TYPES:

Entitlement	EN
CHDO Reserve Funds	CR
CHDO Operating Funds	CO

CODES:

EN
CR
CO

ACTIVITY DEFINITIONS:

New Construction
Owner Occupied Housing Rehabilitation
Homebuyer Financial Assistance
Acquisition Only
Acquisition & Rehab- Homebuyer
Acquisition & Rehab - Rental
Acquisition & New Construction - Home
Acquisition & New Construction - Rental
Tenant Based Rental Assistance
Administration

CODES:

NC
SFR
HFA
ACQ
AQR-HB
AQR-R
AQ-NC-H
AQ-NC-R
TBRA
ADMIN

Attachment B
Maximum Subsidy Limits for Rental 221 (d) 3 Limits

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 221(d)3 AND 234 PER UNIT LIMITS EFFECTIVE DATE: MAY 8, 2012							
ARIZONA LOCALITIES							
AREA	BASE LIMITS	Yavapai and Coconino Counties	Douglas, Pima and Santa Cruz Counties	Cochise, Maricopa and Yuma Counties	Mohave and Navajo Counties	Greenlee, La Paz, and Pinal Counties	Apache, Gila and Graham Counties
		263	246	244	239	234	226
0 Bedroom	\$52,586	\$138,301	\$129,361	\$128,309	\$125,680	\$123,051	\$118,844
1 Bedroom	\$60,632	\$159,462	\$149,154	\$147,942	\$144,910	\$141,878	\$137,028
2 Bedroom	\$73,124	\$192,316	\$179,885	\$178,422	\$174,766	\$171,110	\$165,260
3 Bedroom	\$93,601	\$246,170	\$230,258	\$228,386	\$223,706	\$219,026	\$211,538
4 Bedroom	\$104,275	\$274,243	\$256,516	\$254,431	\$249,217	\$244,003	\$235,661
ELEVATOR							
0 Bedroom	\$55,339	\$145,541	\$136,133	\$135,027	\$132,260	\$129,493	\$125,066
1 Bedroom	\$63,438	\$166,841	\$156,057	\$154,788	\$151,616	\$148,444	\$143,369
2 Bedroom	\$77,140	\$202,878	\$189,764	\$188,221	\$184,364	\$180,507	\$174,336
3 Bedroom	\$99,794	\$262,458	\$245,493	\$243,497	\$238,507	\$233,517	\$225,534
4 Bedroom	\$109,543	\$288,098	\$269,475	\$267,284	\$261,807	\$256,330	\$247,567

ISSUED: 8-May-12

***Note:** Starting in 2013, Section 221(d)(3) program limits will no longer be calculated and published by HUD due to the elimination of the 221(d)(3) Mortgage Program. The HOME statute and the HOME regulation at 24 CFR 92.250(a) limit the amount of HOME funds that a PJ may invest in a HOME-assisted unit. The maximum HOME per-unit subsidy limit is set at the basic Section 221(d)(3)(ii) mortgage limit for elevator-type projects, by bedroom size (with adjustments up to 240% for "high cost" geographic areas).*

*Because HUD is no longer calculating 221(d)(3) limits, PJs must continue to use the **2012 published Section 221(d)(3) limits for all HOME projects, until further notice from the Office of Community Planning and Development at HUD.** These limits were published in December 2011, and became effective January 1, 2012.*

Monthly Summary of Program Income and Recaptured Funds Received and Used									
Fiscal Year: 2014-2015									
For the Month of:									

[illegible]

[illegible]



CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

Back Print

Council Meeting Date:	January 5, 2016	Contact Person:	Terry Young, Police Chief
Submitting Department:	Police	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action amending the Fiscal Year 2016 budget by reallocating appropriations of \$339,000 from SPD RICO fund, supplies, and SB1398 Fines fund, supplies, and contingency, to the SPD RICO and SB1398 funds, Police Asset Replacement Projects for the replacement of firearms, dispatcher consoles, and electronic control devices; Resolution # 2016-04.

Motion:

I move to approve Resolution # 2016-04.

Background:

The dispatch consoles within the Police Department (PD) 9-1-1 call answering center are used 24/7 and are in need of replacement. The Police Department has monies within its RICO account to pay for these replacements, but the monies must be transferred to the Police Asset Replacement Project in order to properly track this transaction.

The Glock duty weapons currently assigned to the SPD officers are at the end of the service life recommendation for duty use. The current duty weapon requires upkeep and replacement of springs, sights and other components. Additionally, technological advances in tactical weapon design have been incorporated in the Sig-Sauer duty weapon, thereby improving the reliability and functionality as compared to the aging Glock duty weapon inventory currently used by the police department.

The Taser Electronic Control Devices currently deployed at the department are outside of the warranty coverage, and parts are no longer made to provide maintenance repairs. The purchase of new Taser Electronic Control Devices will allow less-lethal force options, and the option of a reliable device.

Council authorization for a transfer of monies is necessary.

Objective Analysis:

The ability of the police dispatcher to effectively perform their job duties is directly related to the functioning of the dispatch consoles. Recently, these existing consoles have been in need of repair much more often and they are out of warranty.

While this expenditure of funds will significantly impact the RICO account, that account was established to provide funding for exactly these types of situations.

The purchase of the Sig-Sauer duty weapon and Taser Electronic Control Devices will replace aging tools necessary for the safety of the SPD Police Officers and the public. The reliability and parts availability of the new duty weapons and Electronic Control Devices will ensure warranty coverage and repair for the future.

Although the cost of these items will be incurred into the budget, the safety afforded to the officers due to the improvements in reliability and functionality greatly outweigh the financial impact.

Policy Compliant:

Providing employees with efficiently performing equipment has been the standard of practice for the City. This replacement is consistent with that practice. The use of RICO funds for console and duty weapon replacement for police operations is consistent with the state statutory procedures in place and has been the practice of the City since the establishment of the RICO account. Additionally, the SB1398 Fines Funds, including monies of contingency from within that fund, have been designated by state statute to be utilized on safety equipment for officers. The purchase of 40 replacement electronic control devices are identified as officer safety equipment within the statute.

Financial Impact:

The cost to replace the equipment is anticipated to be approximately \$250,000 for the dispatch consoles, \$79,100 for the firearms, and \$59,800 for the electronic control devices. There are no additional operating costs anticipated as this is for the replacement of existing equipment. Approximately \$40,500 is expected to be reimbursed to the city and deposited into the General Fund by trading in the current firearms. PD is working closely with Finance to add this equipment to a replacement schedule to ensure funding in the appropriate years.

Budget Impact:

Funding for the replacement of the firearms and consoles, while not specifically identified in the FY2016 Annual Budget, is available within budgeted equipment replacement lines in the General Capital Fund and RICO Fund. Approval of this item will amend the FY2016 Annual Budget by reallocating appropriations within the PD operating budget to the PD Asset Replacement Project within the RICO Fund.

Funding for the replacement of the electronic control devices, while not specifically identified in the FY2016 Annual Budget, is available within the SB1398 Fines Fund. Approval of this item will also amend the FY2016 Annual Budget by reallocating appropriations from the PD operating and contingency budgets within the SB1398 Fines Fund to the PD Asset Replacement Project.

The amendments are among lawfully available appropriations and do not represent an actual transfer of funds, but only spending authority.

FTE Impact:

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

ATTACHMENTS:

Click to download

☐ [Resolution 2016-04](#)

RESOLUTION # 2016-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$339,000 TO THE POLICE ASSET REPLACEMENT PROJECT BY REALLOCATING APPROPRIATIONS OF \$284,100 FROM THE RICO FUND AND \$54,900 FROM THE SB1398 FINES FUND FOR THE REPLACEMENT OF FIREARMS, DISPATCHER CONSOLES, AND ELECTRONIC CONTROL DEVICES.

WHEREAS, the Glock semi-automatic firearms currently used by Police Department personnel are in need of replacement and the Department desires to replace them with Sig-Sauer semi-automatic firearms;

WHEREAS, the dispatcher consoles within the Police Department 9-1-1 call answering center are in need of replacement;

WHEREAS, there are also several electronic control devices that are in need of replacement;

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

WHEREAS, the Police Department is requesting authority to make appropriation reallocations:

1. in the amount of \$250,000 from the Racketeering Influenced and Corrupt Organizations (RICO) fund to the PD Asset Replacement Project to pay for the dispatcher console replacement,
2. in the amount of \$34,100 from the RICO fund to the PD Asset Replacement Project, as part of the funds to purchase the new Sig-Sauer semi-automatic weapons (the remaining funds necessary for this purchase, \$45,000, are already contained in the Asset Replacement Project); and
3. in the amount of \$54,900 from SB1398 Fines Fund, including \$12,100 of contingency from within that fund, to the PD Asset Replacement Project to pay for 40 replacement electronic control devices.

WHEREAS, these actions will necessitate a budget amendment; and

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

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

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

Section 2. The City is further authorized to take all actions, conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with the Sig-Sauer Replacement Project, the Dispatcher Console Replacement Project and the Electronic Control Device Replacement Project.

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 # 2016-04
Exhibit A

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

Fund, Department, Account or Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
SPD RICO Fund, Police Department, Supplies	\$645,000	(\$284,100)	\$360,900
SPD Rico Fund, Police Department, PD Asset Replacement Project	0	284,100	284,100
SB 1398 Fines Fund, Police Department, Supplies	42,800	(42,800)	0
SB1398 Fines Fund, Police Department, Contingency	17,000	(12,100)	4,900
SB1398 Fines Fund, Police Department, PD Asset Replacement Project	0	54,900	54,900
	<u>\$704,800</u>	<u>\$0</u>	<u>\$704,800</u>

The changes are as follows:

- The amendment reallocates budget authority within the SPD RICO Fund from PD's supplies budget to the PD Asset Replacement Proj #28032 in the amount of \$284,100. The amendment is needed to replace consoles and firearms.
- The amendment also reallocates budget authority within the SB1398 Fines Fund (for officer safety equipment) from PD's supplies budget in the amount of \$42,800 to the PD asset replacement fund Proj #28032 and from the SB1398 fund contingency to the PD Asset Replacement Proj #28032 in the amount of \$12,100. The amendment is needed to replace electronic control devices.



CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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

Council Meeting Date: January 5, 2016

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Citywide

Staff Recommendations: None

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the minutes of December 15, 2015 Regular City Council Work Session, Special City Council Meeting and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

[Click to download](#)

- ☐ [12/15 WK Session](#)
 - ☐ [12'15 SPC MTG](#)
 - ☐ [12/15 REG MTG](#)
 - ☐ [12/19 SPC MTG](#)
-

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

Tuesday, December 15, 2015 @ 04:03 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 04:03 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, December 15, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

Pledge of Allegiance

Regular Agenda Item - Non-Public Hearing

1 – Discussion regarding potential sponsorship and name change of the Pops Band - NO ACTION

City Manager Wingenroth conducted a presentation regarding the West Valley Pops Band, proposing name change to the Surprise Pops Band. Several concerts at Valley Vista High School throughout the year collection of food donations. Come back with a sponsorship agreement at the end of January 2016.

Council Member Villanueva said it's an excellent idea and would like to move forward with this.

Council Member Winters - Agreed with this, has attended several of their concerts.

Council Member Tande - Great idea, Nick Bacon Memorial Ceremony and dedication.

Mayor Wolcott - I believe you have consensus.

2 – Additional discussion on Open Space character area and Wildlife Linkages Corridor sub area with the Major Amendment to the General Plan 2035 and associated Resolution # 2015-120 re-writing the land use element; changing from a village planning to a character area planning concept; updating all other elements of the General Plan 2035 to conform; modifying the reporting and amendment processes in the implementation section; and repealing the existing village plans - NO ACTION

Community Development Director, Eric Fitzer introduced the item for discussion. The amendments/changes are being presented to the City Council for consideration at the regular council meeting.

City Planner, Joshua Mike continued the discussion focusing on proposed amendments/changes.

Topics included: Open Space Discussions - Land Use Element, wildlife linkages map

Council Member Hall - asked what is it we are wanting to do with this document and the changes being proposed? Unique environment for economically viable. We need to consider this or it will never get developed. We need to keep this in mind.

Council Member Tande - I do like the concept of this, as a realtor we are required to disclose a map of Luke Air space. I do think that this type of disclosure is very important. I am leaning towards disclosing what our aspirations are for this area, it doesn't mean that they can't develop their property. If you don't, then you could be fighting every proposal that comes through the City.

Public Comments:

Jeff Blilie - We had a spirited discussion at the Planning & Zoning Meeting and looked at the property owners concerns, and what they recommended to you is a good recommendation. All 7 were in favor of removing the Wildlife Corridor from the map. Not having green lines on the map doesn't mean you are not going to have open space. Open space lines are not necessary on the map, the owners know where the open spaces are located. From the wildlife corridor standpoint, what is your goal? I don't know who is going to be investing in Surprise because you have a wildlife corridor. If you are concerned, you should purchase these designated areas. In order for wildlife to go across Sun Valley Parkway, you would have to create underpasses for the wildlife to cross. Frankly, if you want to move forward with this, would like to see you come forward with a complete package next couple of years.

Regular City Council Work Session Minutes – December 15, 2015 – Page 3

Mike Schwab - Presented to the Planning & Zoning Commission asked where did the wildlife corridor linkage come from, it was from a study from 2008. They tagged 9 mule deer. Read specific sections of the study to the Council. Staff really viewed this at 10,000, little or no consideration on how this fell into existing conditions on the ground. Wildlife Linkage corridor, 8 elements in SPA 3.

David Warnikli - Arizona Game and Fish Department for Surprise and Buckeye gave an overview of wildlife preservation in the White Tank Mountain range.

Bjorn Bondo, Ford Motor Company - Read a letter from the City of Surprise.

Council Member Tande - This plan doesn't affect current zoning of this area, correct?

Mr. Fitzer - It does not, they would be able to develop one unit to an acre.

Council Member Tande - 1,167 acres in contention, is that about right? 41,348 acres in the new plan designated as open space.

Mike Schwab - 70 landowners with over 1,600 acres within the wildlife corridor designated area.

Council Member Winters - Seems to be some difference of much wildlife is in this area? Can't get over the canal, Sun Valley Parkway.

Dana Warniki - Approximately 155 - 191 mule deer within the White Tanks, need approximately 3 years of data and the numbers are declining. 1 mountain lion, Javelina population is doing well. We don't survey White Tanks on a regular basis, very rugged terrain. CAP washes are concrete and are adequate for wildlife to cross over the canal.

Council Member Tande - Orange County, the property values in those designated areas have done better in property values and quality of life. Without having this notification out there, we will have issues.

Mayor Wolcott - Most of my adult life, lived on the fringe of urban areas, this is not new to me. Those who want to preserve open space, and those who want to build a rooftop. I like what staff has recommended, telling the story of what we want to be when we grow up. These corridors can create a higher yield for the property owners. More diverse and compact development is what we want. Spelling out the vision is very important so there is no confusion. We are invested for good. I do have some concerns that I would like clarified on how the Ford Proving Grounds is on board.

Regular City Council Work Session Minutes – December 15, 2015 – Page 4

Council Member Biundo - We have spent considerable time to address the question of what do we want to be when we grow up. We are on the cusp on making those decisions to meet that definition.

Council Member Hall - Residents committee for the General Plan, 18 members spent a lot of time on this. I recommend that we go back out and ask this committee to be reinstated. This Committee spent a lot of time analyzing this, I am uncomfortable with this. We have some very nice residential communities in this City. There is a thing called economics that needs to balance what we are doing and we need to be careful.

Council Member Tande - The difference were those is that they were built on farms, flat land, these neighborhoods will be nice for a long time. Past the McMicken Dam is a different photography, and will need to deal with this differently. It would be a shame if we missed the boat and tie our hands. I really like the work that staff has done on this project.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Work Session of December 15, 2015 at 5:36 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, December 15, 2015**.

Sherry Ann Aguilar, City Clerk

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

Tuesday, December 15, 2015 @ 04:06 PM

Call to Order

Roll Call

Mayor Wolcott called the **Special City Council Meeting** to order at 04:06 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, December 15, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

Call to the Public

Special City Council Meeting Agenda

Regular Agenda Items-Non-Public Hearing

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

Council Member Biundo made the motion to recess the Special Meeting and enter into executive session at 5:36 PM. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

Special City Council Meeting – December 15, 2015 – Page 2

Executive Session

Discussion and consultation with the City Attorney for legal advice; and to consider its position and instruct its attorneys regarding its position pertaining to pending litigation; Home Builders Assoc. of Central Arizona v. City of Surprise; City of Surprise v. Surprise Center Development Co.; Herrera v. City of Surprise (Arizona Revised Statutes Section 38-431.03 (A)(3) & (A)(4).

Adjournment

Council Member Biundo made the motion to adjourn the Special City Council Meeting of December 15, 2015 at 6:06 PM. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Special City Council Meeting of **Tuesday, December 15, 2015.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, December 15, 2015 @ 06:06 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:06 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, December 15, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

Pledge of Allegiance

Proclamation and Community Acknowledgements

City Manager Report

Pledge of Allegiance led by Sunset Hills Elementary School.

Paul Bernardo - Sunset Hills Elementary School (6-8) presentation; Friends of Rachel's Club and High 5 Fridays, greeting each student.

City Manager, Bob Wingenroth - Great honor, Robert Wingo named as the City Attorney for Surprise.

Special Recognition for City Manager, Bob Wingenroth - Assistant City Manager, Mike Frazier, Tim Swann Patrick McDermott presented Mr. Wingenroth an honorary award for service to Veteran's in Arizona.

City Attorney Report

Regular City Council Meeting Minutes – December 15, 2015 – Page 2

City Clerk Report

Candidate Packets are available January 4, 2016 for Mayor and Districts 2, 3 and 4.

Consent Agenda

1 – Consideration and action amending the fiscal year 2016 budget by reallocating appropriations of \$118,000 from Grants Fund Contingency to Neighborhood Revitalization Fund and extending the HOME Intergovernmental Agreement with Maricopa County as part of the Maricopa County Home Consortium; Resolution # 2015-118 - APPROVED

2 – Consideration and action to approve a request by Andrea Lewkowitz (applicant) for an Acquisition of Control request by New York Pizza Dept. located at 13980 W. Bell Road, Suite 1, Surprise, AZ. 85374 for existing license 12077756 - APPROVED

3 – Consideration and action on the meeting minutes of December 1, 2015 Regular City Council Meeting and December 4, 2015 Special City Council Meeting (Annual Summit) - APPROVED

4 – Consideration and action amending the fiscal year 2016 budget by reallocating appropriations of \$585,000 from General Fund Contingency to General Fund, Legal, General Operations, and General Capital Fund, Legal, General Operations, for the purpose of funding litigation; transferring actual funds of \$400,000 from General Fund to General Capital Fund; Resolution # 2015-122 - APPROVED

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

Regular Agenda Item - Public Hearing

5 – Consideration and action pertaining to a Minor General Plan Amendment (GPA) changing the Land Use Designation of approximately 29.64 acres from Suburban Residential (1-3 DU/Ac) to Medium Density Residential (5-8 DU/Ac) for Verdugo, property generally located east of 163rd Avenue between Pinnacle Peak Road and the San Ysidro Road alignment; Resolution # 2015-107 - APPROVED

City Planner, Robert Kuhfuss gave an overview regarding this item.

Regular City Council Meeting Minutes – December 15, 2015 – Page 3

Council Member Hall - Public outreach efforts? How did we answer the entry questions, one way in and one way out? Is the developer here tonight? What is the trade off for this development?

Anthony Sumner of Sandlot Development was available for questions.

Council Member Winters - 163rd Avenue, glad to hear there will be improvements. When you have these community outreaches, I think the Council person from the area, should get a notice by email.

Mr. Kuhfuss - We will make sure this happens.

No public comments were made.

Council Member Winters made the motion to approve Resolution 2015-107. Council Member Hall seconded the motion. Seven yes votes. Motion carried.

6 – Consideration and action pertaining to rezoning, by major PAD amendment, property generally located east and adjacent to 163rd Avenue between Pinnacle Peak Road and the San Ysidro Road alignment, from PAD (Medium Density Residential 5-8 DU/Ac), PAD (Medium/High Density Residential 9-15 DU/Ac), PAD (Neighborhood Commercial), PAD (Office), and PAD (Suburban Residential 1-3 DU/Ac) to PAD (Medium Density Residential 5-8 DU/Ac) and PAD (Suburban Residential 1-3 DU/ac) for Verdugo; Ordinance # 2015-22 - APPROVED

City Planner, Robert Kuhfuss gave an overview on Ordinance No. 2015-22.

Council Member Hall - What will we get for what we gave?

Mr. Kuhfuss - Linear land use configuration along 163rd Avenue. Gaining trails.

Council Member Winters - How much of the infrastructure improvements to 163rd Avenue?

Mr. Kuhfuss - Dedicating San Ysidro through the final plat. The City will have the right - of way to develop.

Council Member Villanueva - Can you explain Suburban Medium High.

Mr. Kuhfuss explained, it's a density factor.

Regular City Council Meeting Minutes – December 15, 2015 – Page 4

Council Member Winters - Cluster housing, single family homes, has this been decided?

Mr. Kuhfuss - Not at this time.

No public comments were made.

Council Member Winters made the motion to approve Ordinance 2015-252. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

7 – Consideration and action pertaining to the "Preliminary Plat for Verdugo", a 5-Parcel, 409-Lot residential subdivision in the Verdugo PAD, generally located east of 163rd Avenue between Pinnacle Peak Road and the San Ysidro Road alignment - APPROVED

City Planner, Robert Kuhfuss reported on the Preliminary Plat for Verdugo.

No public comments were made.

Council Member Hall made the motion to approve a 5-Parcel, 409 Lot, Preliminary Plat for Verdugo. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

8 – Consideration and action on a major amendment to the Surprise General Plan 2035, re-writing the land use element; changing from a village planning to a character area planning concept; updating all other elements of the General Plan 2035 to conform; modifying the reporting and amendment processes in the implementation section; and repealing the existing village plans; Resolution # 2015-120 - CONTINUED TO DECEMBER 19, 2015 SPECIAL CITY COUNCIL MEETING

Public Comments:

Jeff Blilie - opposed to wildlife corridor
John Berry - opposed to wildlife corridor
Mike Schwab - opposed to wildlife corridor
Danny Martino - opposed to wildlife corridor
Peter Gooding - opposed to wildlife corridor
Marty Makaus - opposed to wildlife corridor
Rick Merritt - opposed to wildlife corridor
Alexis Wasson - opposed to wildlife corridor
Andrew Chang - opposed to wildlife corridor

Regular City Council Meeting Minutes – December 15, 2015 – Page 5

Jeff Gibbs - proposed to not accept these proposals at all

Bjorn Bondo - Asked Council to support Council recommendations

Council Member Winters - We had a plan that the residents approved in 2012, and now we are changing it. Why are we proposing this?

Council Member Biundo - Complex issue. Need additional clarification on some of the points that consistently arise. We are hearing a great deal from the speakers, is the issue the corridors or the size of the corridors, we need to take a look at this. Maybe we need to re-establish the General Plan Committee to get their input.

Council Member Tande - What happens if we don't take action right now?

Mr. Fitzner - Yes we basically would start from scratch if it's not approved tonight. I think we need to separate the wildlife corridors and open space. All we were doing is showing the corridor on the map.

Council Member Biundo - I am not against the Character Area approach, if the corridors are in the current general plan, then I assume those could be amended. Should we relook at the size of the corridors if that's the issue. We need some analysis of 3 or 4 core points.

Council Member Villanueva - I also appreciate all the work that staff has put into this, but I also have heard that the owners of the property have issues with these changes. Can this result in lawsuits?

Council Member Tande - When we define the corridors, it's a tool that this envisions the open space.

Mayor Wolcott - I agree that we need to make a decision built on that it is not clear what the impact will be to the property owners. We have regulation now and staff is proposing to make the regulations more flexible for the property owners.

Council Member Winters made the motion to continue Resolution 2015-120 to December 19, 2015 Special City Council Meeting. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

Regular Agenda Item - Non-Public Hearing

9 – Consideration and action to appoint Andrew Orlikoff to fill a vacancy on the Board of Trustees with a term expiration of June 30, 2017; and Merrill Edelstein to fill a vacancy on the Arts & Cultural Advisory Commission with a term expiration of June 30, 2019 (Pending that no other new applications were received for the Arts Commission by the beginning of this meeting). The City Clerk will issue the Oath of Office - APPROVED

Council Member Winters made the motion to approve the appointments and directed the City Clerk to issue the Oath of Office. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

City Clerk Aguilar administered the Oath of Office.

10 – Consideration and action on the Surprise Parks and Recreation Master Plan Update - APPROVED

Assistant Community & Recreation Services Director, Donna Miller gave an overview of this item.

Council Member Winters - Crossing of Grand, was that a bridge over Grand?

Mr. Abrams commented that for years this has been a discussion to eventually have a safer crossing across Grand Avenue.

Council Member Winters - Park at Rancho Mercado?

Council Member Hall - Score board, what is the source of funds?

Council Member Hall - Do we have money in the library fund?

Ms. Miller - Yes 2.4 million.

Council Member Tande - A city of our size to be comparable to other cities, correct?

11 – Discussion and action amending the fiscal year 2016 budget by reallocating appropriations of \$14,000 for the completion of the City Hall Art Display Plan; and authorizing the Surprise Arts and Cultural Advisory Commission to move forward with obtaining a vendor to complete the work; Resolution # 2015-121 - APPROVED

Regular City Council Meeting Minutes – December 15, 2015 – Page 7

Council Member Winters - Asked that the Chair of the Arts Commission give an update on the project.

Chair deJong explained the reasoning for the request of \$14,000. We need a total of \$44,000. for the display plan.

Council Member Hall - To get this done it is going to cost \$45,000. this is the Architect who designed the building.

Mayor Wolcott - Asked for further clarification on additional funding. The overall project will cost between \$40,000. to \$45,000.

Council Member Biundo - Overall, this is such a critical thing to be done and has been discussed for a few years now.

Council Member Villanueva - Do you have a plan already?

Council Member Hall made the motion to approve Resolution 2015-121. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

12 – Consideration and action pertaining to adoption of the City Council Boards and Commission Handbook (2015 edition); replacing all prior boards and commission handbooks - APPROVED

City Manager Wingenroth was available for any questions.

Council Member Hall made the motion to approve the 2015 City Council Boards and Commission Handbook. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

Other Business

Mayor Wolcott: Transportation update in January; East-West Corridor review and Bus Rapid Transit Study.

Vice Mayor Williams and Mayor Wolcott: Bring Bond discussion forward

Council Member Tande and Vice Mayor Williams: Lost pets discussion

Regular City Council Meeting Minutes – December 15, 2015 – Page 8

Mayor and Council reports

Council Member Biundo: 4th Annual Pearl Harbor Day

Council Member Tande: Have a safe and happy holiday

Council Member Hall: congratulated Seth Dyson; TechCelerator Re-launch

Council Member Villanueva: Third Thursday of month; dog code and moving meetings back to Wednesdays starting in February.

Mayor Wolcott: best wishes and happy holidays to citizens, staff and colleagues

Council Member Tande made the motion to recess the Regular City Council Meeting and enter into executive session at 8:40 PM. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

Executive Session

Consideration and action to enter into Executive session to discuss and consider the personnel evaluations and 2016 position objectives for the City Manager and City Clerk pursuant to A.R.S. 38-431.03 (A)(1)

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Meeting of December 15, 2015 at 9:54 PM. Council Member Biundo seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

Regular City Council Meeting Minutes – December 15, 2015 – Page 9

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, December 15, 2015.**

Sherry Ann Aguilar, City Clerk

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

Saturday, December 19, 2015 @ 09:08 AM

Call to Order

Roll Call

Mayor Wolcott called the **Special City Council Meeting** to order at 09:08 AM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Saturday, December 19, 2015**. Also in attendance with Mayor Wolcott were Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

Pledge of Allegiance

City Manager Report

City Attorney Report

City Attorney Wingo made an announcement that we received a written response from Vice-Mayor Williams; he sent a written statement for the record since he is not physically present. City Attorney Wingo referred to the City Code relating to no participation telephonically or in written form when they are absent.

Mayor Wolcott: The provision was written to address an issue of existing councilmember voting on issues from out of state.

Council Member Villanueva - I remember all of that happening, if you were not present, then you were not allowed to vote. The Clerk has had to read letters from the public and this was allowed.

Special City Council Meeting Minutes – December 19, 2015 – Page 2

Council Member Tande - Is there issue with the document being distributed after the meeting has already started? I am leaning towards being able to hand out a statement for the record during public comments.

Council Member Winters - Disappointed that Vice Mayor Williams is not here, we made a decision during the last Council meeting to determine this date for the Special Meeting. I myself am not in favor of allowing this item to be read into the record.

Council Member Biundo - I understand Council Member Winters point, I don't think we want to be in the position of having something read for a Councilmember and not as a citizen. The other clarification, it doesn't represent the vote, simply a position being read into the record.

Council Member Hall - Very empathetic on Vice Mayor Williams time and demands. I am not comfortable with this letter being read in public at this time.

Mayor Wolcott - I am with you Council Member Biundo, it could be misinterpreted, if we didn't have this ordinance in place, we could have 3 people call in their votes. I appreciate Vice Mayor Williams efforts, but I think we should not read into the record.

City Clerk Report

Consent Agenda

Regular Agenda Item - Public Hearing

Regular Agenda Item - Non-Public Hearing

1 – Consideration and action on a major amendment to the Surprise General Plan 2035, re-writing the land use element; changing from a village planning to a character area planning concept; updating all other elements of the General Plan 2035 to conform; modifying the reporting and amendment processes in the implementation section; and repealing the existing village plans; Resolution # 2015-120 - APPROVED OPTION C

City Planner, Joshua Mike gave a powerpoint presentation and overview of a major amendment to the Surprise General Plan 2035, re-writing the land use element; changing from a village planning to a character area planning concept; updating all other elements of the General Plan 2035 to conform; modifying the reporting and amendment processes in the implementation section; and repealing the existing village plans; Resolution # 2015-120.

Special City Council Meeting Minutes – December 19, 2015 – Page 3

Mayor Wolcott thanked everyone for coming in on a Saturday right before Christmas for this very important item. We know that many General Plans go to the voters every so many years. My question is, is it common that City's would make major amendments after a plan has been approved by the public?

Joshua Mike, yes it is common depending on growth, etc., and is allowed by State Statute one time per year for amendments.

Mayor Wolcott - Big steps taken between West Valley Leadership, Luke Air Force Base, etc., Huge win for the west valley, and Luke leaders saying they will take out encroachment.

Council Member Winters - Are you now saying that Wildlife Corridor is not going to be on the map now?

Joshua Mike - Wildlife Conservation will be retained in the formal design regulations.

Community Development Director, Eric Fitzer - Open space has stayed on the map, wildlife would still be attained but less impact to the property owners.

Council Member Winters - Doesn't this still give uncertainty to the property owners/developers?

Mr. Fitzer - Less impact for property owners.

Council Member Hall - Redlined version of land use element, is there a way to show on the screen? He questioned the following: Page 31, open space designation. Public lands intended, good language; under ARS, maximum of one dwelling unit per acre; Page 38, under state lands, letter from State Department, the boundaries identified on page 10; Page 41, you added wildlife linkage corridors, adopted 2011-68 to create wildlife linkages map, primarily coincides with existing natural trails and washes. He referred to specific areas of the report.

Public Comments:

Bjorn Bondo - Ford Proving Grounds, Sent a letter yesterday to staff supporting the approval of this plan.

Special City Council Meeting Minutes – December 19, 2015 – Page 4

Leo Makiewicz - Didn't we just go through this in 2012, my bottom line is that I am in favor of this amendment with a couple of concerns. Design Guidelines need to be done, we had a vocal minority objecting to the plan at the time. I served on the Formed Base Code Committee when I was on the City Council, brought in experts, it's a formal document prepared by professionals. Taking out the Village Planning from this document, it would be nice to take action on this so that people stay involved. Our Planning Commission we must all stay engaged, a lot of good tools have been given to us with this plan.

Jeff Blilie - Thanked Council and Planning & Zoning Commission as well as staff for all their hard work and with recommendation "C", is a good plan that we can all work with. On behalf of all the property owners we represent, we support your approval of option "C".

Mitch Rosenbaum - Served on the General Plan Committee and was pleased with the outcome of the plan, the Village Plan was a new concept, a way of getting put from the citizenry, and that was my main concern. I would like to see the General Plan Committee be active to offer a mechanism in the plan and encourage residents to be involved in the process.

Mayor Wolcott - Thanked Mr. Rosenbaum and Mr. Mankiewicz for being a part of the General Plan Committee and their input. Also thanked the Planning & Zoning Commission for all of your hard work and listening to public participation. I understand your desire for input, I think it is included in the language of this document. If staff feels a need to improve on public participation, they will keep us informed so that we can make this happen.

Council Member Winters - I too echo our sentiments to staff and planning & Zoning commission for their efforts on the proposed changes. But my concern still is in the open space area and wildlife corridor area. I would not like to see this diminish in the future so I am counting on our planning staff to make sure this area is preserved.

Council Member Biundo - I do want to tag onto what Mr. Rosenbaum said earlier to re-engage the General Plan Committee, going forward there will be ongoing discussion on changes being proposed, future amendments, I would like to see a formal way to engage the original committee as an Ad Hoc Committee to work with Planning & Zoning Commission.

Council Member Villanueva - Commended staff for their hard work and thanked residents that came forward to speak on this issue. Question, a lot of residents commented that they have owned their property for many years, are you going to develop it, keep it, sell it?

Special City Council Meeting Minutes – December 19, 2015 – Page 5

Council Member Tande - Question on timeline for wildlife corridor? Next year sometime, bringing forward with SDC, etc., at the same time period. Village concept, I think it is very important that we have an overall look, and include citizen input. Appreciate the P&Z Commission giving us a recommendation as a compromise. There is a lot more stuff in this plan, changing our vision of the City for employment, most critical, still need to have jobs here instead of driving east.

Council Member Hall made the motion to approve Resolution 2015-120 - option C. Council Member Tande seconded the motion. Six yes votes. Motion carried.

Other Business

Executive Session

Adjournment

Mayor Wolcott adjourned the Special City Council Meeting of December 19, 2015 at 10:05 AM.

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 **Saturday, December 19, 2015.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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

Council Meeting Date: January 5, 2016

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Internal

Staff Recommendations: None

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Consideration and action to appoint a Vice-Mayor.

Motion:

I move to appoint _____ as Vice-Mayor.

Background:

Sec. 2-41. - Vice-mayor; selection and role.

(a) Eligibility. Any council member, other than the mayor, may serve as vice-mayor, whether or not the member has served as vice-mayor previously.

(b) Selection.

(1) Not later than January 30th of each year, the city council shall select one of its members, other than the mayor, to serve as vice-mayor. The member selected as vice-mayor will serve as such until the member resigns the office, vacates council, or is replaced by another member as vice-mayor.

(2) Any council member may nominate any council member, including him/herself, to serve as the vice-mayor. All nominations must occur prior to voting. The council must vote by written ballot. The candidate receiving a majority of the votes cast will serve as vice-mayor. In the event that no candidate receives a majority of votes cast, the two candidates receiving the highest number of votes will be considered in a run-off vote. Voting must be repeated until a vice-mayor is selected. The meeting may not adjourn or recess until a vice-mayor is selected.

(c) Absence or inability to perform duties. The vice-mayor will perform the duties of the mayor in the absence or inability of the mayor to perform his or her duties. In the absence or inability of the vice-mayor to perform the duties of the mayor, the most senior council member will perform the duties of mayor/vice-mayor. Seniority is determined by the then current number of consecutive years the member has served on the council.

(Ord. No. 2013-09, 2(Exh. A), 11-12-2013)

Objective Analysis:

N/A

Policy Compliant:

This item is City Code compliant.

Financial Impact:

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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

Council Meeting Date:	January 5, 2016	Contact Person:	Edith Baltierrez, City Managers Office
Submitting Department:	City Mgr	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a sponsorship agreement and name change of the West Valley Pops Band to the Surprise Pops Band.

Motion:

I move to approve the sponsorship agreement with the West Valley Pops Band and the name change to The Surprise Pops Band.

Background:

Thirty-five years ago a handful of musicians gathered in a garage to enjoy themselves making band music entailing polkas, show tunes, vocal selections, and much of the repertoire of the modern and days-gone-by concert bands. Today the band has grown to about 100 members and plays free concerts in the West Valley that are attended by thousands every year, including full houses at the Performing Arts Center in Surprise.

In an effort to continue offering free public concerts, the West Valley Pops Band has approached the City to discuss the potential of a sponsorship opportunity. If successful, the West Valley Pops Band will change their name to The Surprise Pops Band and maintain the tradition of holding concerts at no charge to the community.

Objective Analysis:

The West Valley Pops Band performs free concerts in Surprise and surrounding community. They collect canned food donations which are distributed by the Valley View Community food bank to those in need. Their musicians are talented and their concerts are well attended.

A very low cost sponsorship would enable the City of Surprise to re-brand this successful cultural organization.

Policy Compliant:

The City Manager's Office, the City Attorney's office and Risk Management have worked together in

creating a sponsorship agreement consistent with City policy.

Financial Impact:

Annual Sponsorship would be approximately \$1,500; this sponsorship would be managed through the City Manager's Office budget.

Budget Impact:

Funds for this sponsorship are available in the City Manager's Office operating budget for FY2016. Funding for future years will be submitted as part of the annual budget process.

FTE Impact:

No FTE impact.

ATTACHMENTS:

Click to download

- ☐ [Presentation](#)
 - ☐ [Service Agreement](#)
-

City of Surprise Pops Band Sponsorship

Council Meeting
January 5, 2016



Background



100+ Volunteer Member Band
Playing free concerts for 35 years
Valley View Community Food Bank Partnership



Benefits to the City



Community
accessibility to free
concert band music



Support the City of
Surprise Strategic Plan to
enhance community
lifestyle for the current
and the future residents of
Surprise.

Pops Band Sponsorship



Name Change

- Surprise Pops Band

Facility Use

- Performing Arts Center

Marketing

- Press releases/social media

2 year agreement



ROARING 20'S CONCERT

SURPRISE POPS BAND
Performing free concerts for the West Valley Community
FORMERLY THE WEST VALLEY POPS BAND



Dan Reed - Trumpet Soloist

We play for food for the West Valley Community Food Bank

SAT. JAN. 30th - 3 P.M.
PERFORMING ARTS CENTER
15550 N. Parkview Pl.
Surprise, AZ

PLEASE BRING NONPERISHABLE FOOD FOR THE VALLEY VIEW COMMUNITY FOOD BANK. THERE ARE 1307 SEATS. IF YOU BRING 5 POUNDS EACH WE WILL COLLECT A RECORD OF OVER 6,000 POUNDS OF FOOD FOR THE NEEDY OF THE WEST VALLEY.

THE ROARING TWENTIES

DOORS OPEN AT 2:30

The
Roaring
Twenties

Questions | Comments

**COOPERATION AND SPONSORSHIP
AGREEMENT BETWEEN
THE CITY OF SURPRISE, ARIZONA
AND
SURPRISE POPS BAND**
Agreement Number: SA16-052

THIS AGREEMENT is made between the CITY OF SURPRISE, an Arizona municipal corporation (the "City") and, SURPRISE POPS BAND, a 501(c)(3) nonprofit organization (the "BAND"). The parties agree as follows:

WHEREAS, the City desires to promote local cultural events and provide residents and visitors with opportunities to hear live music; and

WHEREAS, the Band provides free local concerts that benefit needy local residents by encouraging the donation of food items to a local food bank; and

WHEREAS, the City wishes to support the Band and assist it in carrying out its mission to serve the community;

THEREFORE, the parties agree as follows:

1. Term of Agreement. This Agreement is effective as of the date the last party executes the Agreement. The term of this Agreement will end on June 30, 2018. This Agreement upon written consent of the parties will renew for a period of 2 years.
2. Support Provided by the City. The City will provide the following support services:
 - 2.1. Facility Rental. The City will rent the Valley Vista High School Performing Arts Center ("PAC") for the Band to hold free public concerts, including one rehearsal before each concert. At least six months before any anticipated concert at PAC, the Band will inform the City of the dates on which it wishes to hold such concerts. Because PAC is owned and operated by a third party, the City does not guarantee that PAC will be available for the Band's use on any given date.
 - 2.2. Printing. The City will reimburse the Band up to \$1,000 annually for costs associated with printing promotional materials. The Band will provide receipts for expenses associated with the reimbursement request.
3. The Band's Obligation. The Band will officially change its legal name to the "Surprise Pops Band," and will update its website and all promotional materials accordingly.
4. Exclusive City-Sponsored Band. The parties agree that the Band will be the only pops band officially sponsored by the City.

5. Use of City Name and Logo Subject to City Review. The City reserves the right to review all promotional materials, including but not limited to fliers, correspondence, websites, and video and audio recordings to ensure that the Band uses the City's logo or name in a manner acceptable to the City. The Band agrees to cooperate with the City to alter any uses of the City's name or logo if requested by the City.
6. Indemnification. To the fullest extent permitted by law, the Band will indemnify, defend, and hold harmless the City and its council members, officers, boards, commissions, officials, employees, or agents (collectively the "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent or willful acts of the Band, its officers, employees, or agents in the performance of this Agreement. In consideration of the award of this Agreement, the Band agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the acts of the Band. The amount and type of insurance coverage required by this Agreement will in no way be construed as limiting the scope of the indemnity in this section.
7. Cancellation.
 - 7.1. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement subject.
 - 7.2. Fund Appropriation Contingency. The Band understands that the continuation of this Agreement is subject to the budget of the City providing for the contract item 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 City may terminate this Agreement.

8. General Liability Insurance. The Band must maintain its own insurance coverage. The policy must include bodily injury, property damage, personal injury, and broad form contractual liability coverage in the following minimum amounts.

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- 8.1. The policy must be endorsed to include the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Band.
- 8.2. The policy must contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from acts performed by or on behalf of the Band.
- 8.3. The Band's insurance coverage will be primary insurance with respect to all other available sources. Coverage provided by the Band may not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 8.4. Each insurance policy required by this Agreement must provide the required coverage and may not be suspended, voided, canceled, or reduced. The Band must provide the City with prompt notice if the insurance is suspended, voided, cancelled, or reduced.
9. Applicable Law; Venue. In the performance of this Agreement, the Band will abide by and conform to any and all laws of the United States, the State of Arizona, and the City of Surprise, including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act, and any other federal or state laws applicable to this Agreement. This Agreement is governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona in Maricopa County.
10. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Band.
11. Severability. The provisions of this Agreement are severable. To the extent that any provision is held to be invalid by a court of competent jurisdiction, such holding will not affect any other provision of the Agreement which may remain in effect without the invalid provision.
12. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter. All previous

agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in drafting, reviewing, and entering into this Agreement.

13. Assignment. No right or interest in this Agreement may be assigned by the Band without prior written permission of the City, signed by the City Manager. No delegation of any duty of the Band may be made without prior written permission of the City, signed by the City Manager. Any attempted assignment or delegation by the Band in violation of this provision is a breach of this Agreement by the Band.
14. No partnership created. Nothing in this Agreement will be construed to place the parties in the relationship of partners or joint-venturers. The Band is not an agent of the City, and has no power or authority to bind or obligate the City. The Band agrees to not represent to third parties that it is a partner with, or agent of the City.
15. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.
16. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement must be in writing. Notices will be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or (iv) delivered by facsimile transmission to the number set forth below or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section.

To the City:

City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85374-7470
Facsimile: 623-222-1021
Attn: Bob Wingenroth, City Manager

With Copy to: Surprise City Attorney's Office
16000 North Civic Center Plaza
Surprise, Arizona 85374-7470
Facsimile: 623-222-1101

If to the Band: West Valley Pops Band
12321 North Grand Avenue
El Mirage, Arizona 85335

Notices are deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party will mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

17. Public Records. The Band acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Band understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by the Band, the City agrees to provide the Band with notice of that request. Within ten (10) days of such notice, the Band must inform the City in writing of any objection by the Band to the disclosure of the requested information. Failure by the Band to object timely will waive the Band's ability to object under this section and will waive any remedy against the City for disclosure. In the event The Band objects to disclosure within the time specified, the Band agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. Furthermore, the Band agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City. This provision will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date the last party signs.

For the City

For the Band

By: _____
Mayor

By: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

City Attorney's Office



CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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

Council Meeting Date:	January 5, 2016	Contact Person:	Nicole Lance, Deputy City Manager
Submitting Department:	City Mgr	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to adoption of the City's 2016 State Legislative Agenda.

Motion:

I move to approve the City's 2016 State Legislative Agenda.

Background:

Each year, the State Legislature considers thousands of bills and amendments, many of which impact municipal operations. Staff will continue to brief Council throughout the session and seek direction regarding important bills and amendments. However, in order to prioritize and guide staff efforts, it is recommended that Council endorse familiar, but still critical, guiding principles as our legislative priorities for this year to provide ongoing direction to staff. These priorities include maintaining and protecting shared, diverse revenues; opposing unfunded mandates; preserving local authority; and promoting sustainability throughout municipal operations.

The proposed 2016 Legislative Agenda is outlined in the attached document.

Once approved by the Mayor and Council, the agenda will define the City's State Legislative priorities and guide the City's activities at the State Legislature. As bills are introduced and debated, the agenda will evolve with input from Council. The legislative session will commence on January 11, 2016.

Objective Analysis:

The Council has discussed legislative agenda priorities throughout the Fall of 2015 and has been briefed on the League of Cities and Town's municipal resolutions and also received a copy of the League's 2016 Municipal Policy Statement. The League of Arizona Cities and Towns is the City's primary partner providing representation on legislative issues.

This proposed legislative agenda incorporates the broad categories of policy priorities as previously discussed with the Council. Specific issues for our community will be addressed on an issue-by-issue

basis within the general guidance of the legislative agenda once adopted.

Policy Compliant:

Adoption of the State Legislative Agenda is consistent with Council's past practice of annually adopting an agenda guiding legislative principles.

Financial Impact:

The adoption of the City's 2016 State Legislative Agenda does not have a financial impact. However, future actions by the Legislature can have an impact on the City's financial position.

Budget Impact:

The adoption of the City's 2016 State Legislative Agenda does not have a budget impact. However, future actions by the Legislature can have an impact on the City's budget.

FTE Impact:

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

ATTACHMENTS:

Click to download

☐ [Draft Legislative Agenda document](#)



SURPRISE

ARIZONA

COMMUNITY ADVOCACY, SUSTAINABLE SOLUTIONS

Background

The City of Surprise Council and staff are committed to ensuring Surprise residents live and work in a dynamic community with quality and efficient services. This report describes the City's legislative agenda for the Second Regular Session of the 52nd Arizona State Legislature.



LEGISLATIVE PRINCIPLES AND PRIORITIES

Approach

Partnerships, intentional engagement. Surprise will maintain an intentional level of engagement with our partners at all levels in order to best leverage resources to meet the needs of the community. Strategic partnerships, a proactive approach, and a spirit of responsiveness will characterize our approach when working with our partners and working to resolve issues.

Local Authority

Preserve our right to maintain local authority and autonomy in meeting the needs of our community. Cities and towns are established voluntarily by people living in communities in order to foster economic activity and deliver services that protect public health, safety and quality of life. Surprise must continue its work to help foster the economy and create quality of life for the community. The City supports the protection of local control and decision-making authority while opposing any attempts to erode this control through preemptions or mandates.

Fiscal Sustainability

Preservation of shared revenues. The City's budget includes revenue from a number of State sources; most importantly, shared revenues from state income, sales, and vehicle license taxes. Shared revenues make up approximately 30% of the City's general fund. A diverse and sustainable revenue stream with predictable sources is critical for the City's financial well-being. Surprise supports the protection and full disbursement of shared revenues and a diverse revenue portfolio based on sustainable, predictable revenue sources.

Unfunded mandates. The City opposes unfunded state mandates placed on local jurisdictions and

encourages the Legislature to evaluate the fiscal impact such mandates will have on communities prior to considering the issue.

Economic Development.

Retention and diversification of economic development tools. The City supports any effort to enhance the range of economic development funding mechanisms. Surprise relies on numerous tools to recruit, retain, and attract economic development opportunities. The City supports efforts to maintain and enhance the economic development mechanisms available to create future economic vitality and opposes any attempts to limit or prohibit Surprise's ability to execute economic development projects.

Land Use Planning.

Local authority and sustainable growth. The City supports maintaining local authority in land use planning issues and supports legislative efforts that promote sustainable growth. Surprise promotes the preservation of local authority to set land use policies and supports citizen involvement in the planning processes. The City opposes legislation that would restrict a municipality's ability to develop under-performing areas.

Public Safety.

Planning, emergency response, enhance public safety. Surprise supports initiatives to preserve and enhance the ability of local governments to strategically plan for and respond to emergencies. The City supports legislation that enhances public safety and protection from criminal activity while maintaining vigilance in the protection of individual rights.

Transportation.

Regional coordination, local control. The City supports legislation that advances the planning, design, financing and construction of transportation infrastructure and supports regional coordination in planning while opposing efforts that limit local control in the transportation decision-making process. Surprise supports the voter-approved Proposition 400 and opposes efforts to hinder the implementation of the Regional Transportation Plan while also supporting efforts that grant municipalities additional ability to provide for transportation improvements.

Environmental Resources.

Sustainability, stewardship. The City supports efforts that ensure the wise use of natural resources and promotes environmentally sensitive and sustainable development. Surprise advocates for water resource stewardship.

Military Preservation.

Partnership and support. The City recognizes the importance of preserving the mission viability of Luke Air Force Base and the importance of the base to our national security interests, state and local economies, and to the retirees who rely on Luke for services. Surprise will continue to be involved in protecting the mission of Luke through community support activities as well as any legislation that strengthens local efforts to protect the base from encroachment, supports compatible land uses, and ensures the capability for future missions.

Questions? Contact Nicole Lance, Deputy City Manager

Nicole.Lance@surpriseaz.gov Office: 623.222.1030 Cell: 480.220.1076



CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

Back Print

Council Meeting Date:	January 5, 2016	Contact Person:	Jodi Tas, Assistant to Council
Submitting Department:	City Mgr	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to authorizing implementation of a Neighborhood Grant Program.

Motion:

I move to authorize the implementation of a Neighborhood Grant Program.

Background:

The Neighborhood Grant Program was discussed at the City Council Work Sessions on October 20th and November 3rd at which time the City Council requested additional information with regards to the criteria and application process.

Objective Analysis:

The Surprise Community Outreach Program was designed to provide non-profit 501(c)3 organizations with options for funding programs and/or events which restricts neighborhoods from applying. The Neighborhood Grant Program provides neighborhoods with opportunities for monetary assistance for funding community events, neighborhood functions or even some improvements. It is the Committee on Community Outreach, Partnerships & Grants' hope that this Program build community engagement and stronger relationships with the City of Surprise.

Policy Compliant:

The Neighborhood Grant Program is consistent with City Council direction as previously discussed during the Community Outreach Program conversations. Utilization of funding for Neighborhood Grant Program activities is consistent with the intent of the Surprise Community Outreach program to provide monetary assistance for community engagement activities.

Financial Impact:

A total of \$10,000 of the FY16 approved budget for the Surprise Community Outreach Program will be used for the Neighborhood Grant Program.

Budget Impact:

The FY16 approved budget includes a total of \$50,000 for the Surprise Community Outreach Program. On August 4, 2015, City Council approved to designate \$10,000 of that amount for the Neighborhood Grant Program.

FTE Impact:

There is not an FTE impact.

ATTACHMENTS:

Click to download

- ☐ [Neighborhood Grant Program Presentation](#)
 - ☐ [Neighborhood Grant Program Application](#)
-

City of Surprise

Neighborhood Grant Program

FY2015-2016



Program Purpose



- The Surprise Neighborhood Grant Pilot Program was introduced to Council November 3, 2015
 - This past August, \$10,000 was designated for the purpose of establishing a Neighborhood Grant Pilot Program
 - The purpose of the Program is to engage residents and increase community engagement, interest and involvement within the City of Surprise

Program Objective



- The Surprise Community Outreach Program provides ***non-profit organizations*** with options for funding programs and/or events
- Neighborhoods have not been provided with grant opportunities or monetary assistance; this program would provide that opportunity
- Program goal: build community engagement and stronger relationships

Program Overview



To receive support, projects must:

- Provide a public benefit,
- Result in a product, which benefits a neighborhood or the larger Surprise Community;
- Be feasible for completion by June 15, 2016;
- Involve the benefiting neighborhood in project identification, planning and execution;
- Emphasize neighborhood self-help, or
- Be educational, community-building, or a public physical improvement.

Program Process



- Applications for funding will be made available immediately
- Advertising and promotion would begin immediately
- Funding for projects occurs up-front
- The Committee does not recommend a cap on funding for any single project at this time

Neighborhood Grant Application Process



Applicants should complete and submit a Neighborhood Grant Program Application.

- Application must be signed by a minimum of 5 neighbors within applicant's respective residential area supporting ideas and project applicant
- Must include a thorough description of how funding will be utilized
- Project must comply with City and HOA policies
 - Application must include approval of HOA Board, if necessary.

Neighborhood Grant Program Guidelines



- Applications would be available in January 2016
 - Recommended deadline for applications is February 29, 2016
- Funding would be available beginning March 2016
- All funding must be spent by June 15, 2016
- Reporting will be similar to the Surprise Community Outreach Program
 - Committee on Community Outreach, Partnerships and Grants will review applications and make funding recommendations to the full City Council

Questions or Comments?





SURPRISE

ARIZONA

NEIGHBORHOOD GRANT PROGRAM

PROGRAM PURPOSE

The Surprise City Council would like to engage residents and increase community spirit. To encourage our residents to do so, the Neighborhood Grant Program has been initiated to provide monetary assistance to support activities with goals that comply with our initiative.

Are you interested in sponsoring a special event in your neighborhood to bring your neighbors together to discuss issues and concerns? Would you like to organize a concert in your local park? Do you know of a great place to have a welcome sign in your neighborhood? Or maybe you would like to add trees to your area or make landscaping improvements to make your neighborhood feel friendlier. If you are willing to work hard to see your ideas come to fruition, the City could help make them a reality through the City of Surprise's Neighborhood Grant Program.

HOW THE PROGRAM WORKS

The City of Surprise will provide small grants for the Neighborhood Grant Program to foster partnerships between the City and its neighborhoods each year. Through an application process, qualifying neighborhoods will receive funds for specific projects outlined through the application.

HOW TO APPLY

If you are seeking funds for Fiscal Year 2015-2016, you will need to do as follows:

1. Complete and submit a Neighborhood Grant Program Application.
 - a. This application must be signed by a minimum of 5 neighbors within your residential area supporting the idea and the project applicant.
 - b. The application must include a thorough description of how the funding will be utilized.
 - c. Please include the HOA Board approval, if required.
2. Present your idea at a Committee on Community Outreach, Partnerships & Grants Meeting for sponsorship.
 - a. The aforementioned panel must support your project for it to move forward.
 - b. Your respective HOA must approve your project, if required, prior to submittal of application.
 - c. Projects must comply with city policy.
 - d. Please contact Jodi Tas, Assistant to the Council II, at 623.222.1330, with any questions, submittal of application and to determine which meeting agenda your application will be considered.



SURPRISE

ARIZONA

Neighborhood Grant Program

APPLICATION INFORMATION

FY 2015-2016

City of Surprise Neighborhood Grant Program

Overview

The Neighborhood Grant Program, established in 2015, fosters a special partnership between the City of Surprise and its neighborhoods. Through an application process, qualifying neighborhoods will receive funds for specific projects. Award decisions are made by the Committee on Community Outreach, Partnerships & Grants. The Program encourages involvement of residents and other public and private organizations to support neighborhood-initiated planning, community-building, or improvement projects. This fiscal year, the City is providing up to \$10,000 for neighborhood projects. Neighborhoods are not limited to one project per fiscal year and may submit more than one application annually.

To receive support projects must:

- Provide a public benefit,
- Result in a product, which benefits a neighborhood or the larger Surprise community,
- Be feasible for completion by Friday, June 15, 2016,
- Involve the benefiting neighborhood in project identification, planning, and execution,
- Emphasize neighborhood self-help, or
- Be educational, community-building, or a public physical improvement.

Projects not eligible for funding:

- Duplication of an existing private or public program or service,
- Ongoing services or requests that support service organizations' operating budgets,
- Projects that conflict with existing city policy,
- Projects that conflict with your respective HOA policies,
- Projects exceeding the duration of one year, or
- Maintenance of projects built with previous Neighborhood Matching Funds.

IDEAS BY PROJECT CATEGORY

1. Neighborhood Physical Improvements

- Materials and services to be used toward improvements such as playgrounds, common areas, park amenities, community gardens, neighborhood markers, identity signs, trash cans, benches, etc.

2. Neighborhood Organizing / Organizational Development

- Activities, services, and materials that generate new neighborhood connections and activities, grow an organization or educate neighborhood leadership and promote involvement.

3. Neighborhood Preservation

- Materials, programs or services that sustain or improve the health, public safety, and welfare of the neighborhood such as crime watch, traffic management, or home weatherization programs; or contribute positively to the neighborhood's aesthetic quality such as community property maintenance programs or beautification programs

4. Neighborhood Cultural, Social, and Recreational Initiatives

- Materials, programs or services that promote diversity, family literacy, neighborhood access to technology, after school enrichment programs, youth athletic leagues, career preparation, services for the needy, disabled, or elderly and cultural activities such as music, dance, or art programs

The City of Surprise
Neighborhood Grant Program
PROJECT SUMMARY FORM
FY 2015 – 2016

IMPORTANT: The Project Application Forms on the following three pages must be thoroughly completed.

For more information contact:

Jodi A. Tas

Assistant to the Council II

623.222.1330

jodi.tas@surpriseaz.gov

PROJECT APPLICATION FORMS

Please provide the following information regarding your proposed project. **This three page application form is due to the Jodi Tas, Assistant to the Council II, on the last Friday during the months of February 2016 , March 2016, or April 2016.**

Name of Neighborhood:	
Name of Proposed Project:	
Contact Person:	Name: _____ Address: _____ Telephone: _____ Email: _____
Other Contacts (If Applicable): Note: May include a community partner working on the project.	Name: _____ Address: _____ Telephone: _____ Email: _____
Description of project including: a) goal/need of the project, b) how support has evolved in the neighborhood, c) who is involved, and d) what you expect the benefits to be when the project is complete. Note: Please use additional paper if needed.	

PROJECT APPLICATION FORMS (Continued)

Please use the following worksheets to estimate your project expenses.

PROPOSED PROJECT EXPENSES

Note: These are only common categories and may not be all inclusive of the expenses for your project or program. Please add to this list on this sheet or another sheet of paper if needed and leave sections blank that do not apply to your project or program.

		Projected
Type of Cost	Description of Expense	\$ Amount
Salaries/Wages such as youth to clean up after an event, babysitters, etc.		\$
Contracted Services such as site planning, sidewalk installation, etc.		\$
Material/Supplies such as refreshments, safety equipment, etc.		\$
Communication such as long distance phone calls, internet usage, etc.		\$
Printing/Reproduction such as fliers, invitations, applications, etc.		\$

Rentals/Leases such as renting a PA System for an event		\$
Capital Purchases such as playground equipment, trees, etc.		\$
Other		\$
Grand Total of Expenses		a) \$

PROPOSED PROJECT REVENUE

Cash Donations from Partners

Name of Neighborhood, Person, or, Organization

\$ Amount

	\$
	\$
	\$
	\$
	\$
	\$

Total Cash From Partners

b) \$

In-Kind Donations from Partners

Person/Group & Activity Performed

\$ Amount

	\$
	\$
	\$
	\$
	\$
	\$

Total In-Kind From Partners

c) \$

Volunteer Hours (Valued at \$23.07 per hour)

of Hours X
\$23.07 per
hour =

Person/Group & Activity Performed

	\$
	\$
	\$
	\$
	\$
	\$

Total Volunteer Labor

d) \$

Grand Total (b+c+d=e)

e) \$

Project Overage or Shortage (a-e=f)

f) \$

City Grant Request

(Total cash request from the City of Surprise)

g) \$

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CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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

Council Meeting Date:	January 5, 2016	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion regarding the FY2016 Financial Status Report through November 2015.

Motion:

Discussion only, there is no action.

Background:

This update will review the financial activity through the month of November 2015.

Objective Analysis:

The comparison of the actual financial activity to the plan laid out in the budget helps the City to determine the current financial position. This will allow for better short and long term financial planning as the current fiscal year is underway and the planning for the next budget begins.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

The attached presentation provides an update of the year to date revenue and expenditures for the general fund through November 2015.

Budget Impact:

This item does not amend the current fiscal year budget. There will be discussion of the city's financial performance compared to budget for FY2016. This will help to bring in to focus the funds available for future budget actions.

FTE Impact:

This item does not change the full time equivalent position count.

ATTACHMENTS:

Click to download

☐ [FY2016 November Status Update Presentation](#)

FY2016 November Financial Status Update

**City Council Meeting
January 5, 2016**



FY2016 General Fund Resources



Category	Budget Thru Nov	Actuals* Thru Nov	Variance	
			Favorable/(Unfavorable) \$	%
Local Sales Tax	\$ 9.3	\$ 10.3	\$ 1.0	10.7%
State Shared	9.9	10.1	0.2	1.8%
Charges for Services/Other	3.2	3.7	0.5	16.3%
Property Tax	2.7	3.0	0.3	11.4%
Franchise Fees	1.7	1.9	0.2	8.8%
Transfers In	2.1	2.2	0.1	5.2%
Total	\$ 28.9	\$ 31.2	\$ 2.3	7.8%

Amounts in millions

*November City of Surprise franchise/property tax in lieu revenue are estimates

Sources - Local Sales Tax



- Actuals exceed budget by \$1.0M
 - Three months of collections
 - Construction sales tax up 77% over budget
 - All other sources up 5.2% over budget

Sources - State Shared



- Actuals exceed budget by \$0.2M
 - State Shared Sales Tax is slightly better than expected
 - Vehicle License Tax—received one extra payment

Sources - Charges for Services/Other



- Actuals exceed budget by \$0.5M
 - Single family residential permits up 39% YTD over FY2015
 - Rent payment received

Sources – Property Tax



- Actuals exceed budget by \$0.3M
 - Expected to equal budgeted amount by year end

Sources – Franchise Fees



- Actuals exceed budget by \$0.2M
 - Business License renewals sent out earlier
 - Estimated amount for city utilities' franchise fees

Sources - Transfers In



- Actuals exceed budget by \$0.1M
 - Change in indirect cost allocation

FY2016 GF Budget Amendments



Category	Adopted Budget	Budget Amendments	Amended Budget
Personnel	\$ 67.0	\$ 0.1	\$ 67.1
Supplies	4.6	0.1	4.7
Services	23.1	0.0	23.1
Capital	3.7	(2.8)	0.9
Contingency	2.9	(0.2)	2.7
Transfers Out	6.9	4.9	11.8
Total	\$ 108.2	\$ 2.1	\$ 110.3

Amounts in millions

FY2016 General Fund Uses



Category	Budget Thru Nov	Actuals Thru Nov	Variance	
			Favorable/(Unfavorable) \$	%
Personnel	\$ 26.5	\$ 26.2	\$ 0.3	1.2%
Supplies	1.6	1.3	0.3	21.6%
Services	6.7	5.7	1.0	14.6%
Capital	0.2	0.4	(0.2)	-72.7%
Contingency	0.0	0.0	0.0	-
Transfers Out	4.9	0.0	4.9	100.0%
Total	\$ 39.9	\$ 33.6	\$ 6.3	16.0%

Amounts in millions

Uses - Personnel



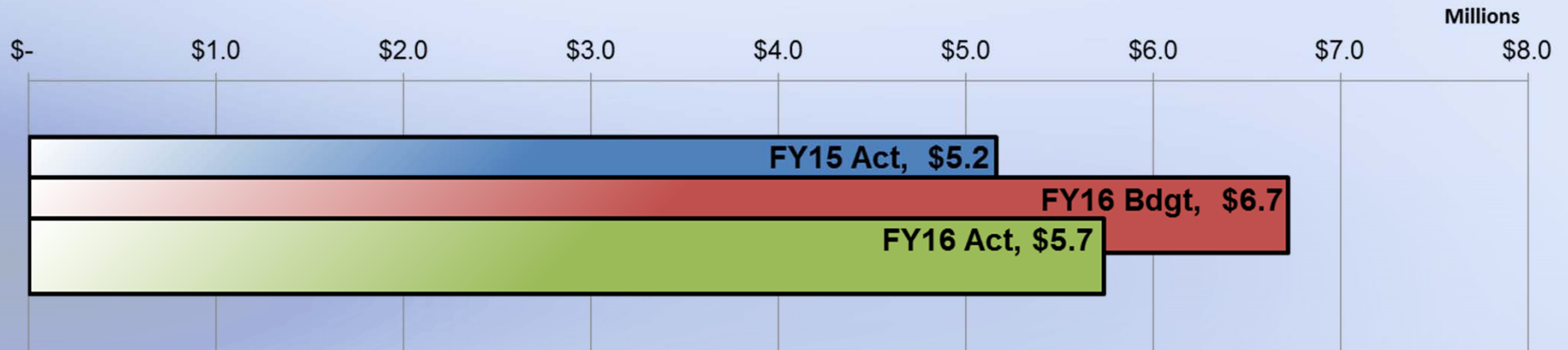
- Actuals are under budget by \$0.3M
 - Overtime impacted by public safety training
 - Adjustments for public safety overtime to other funds

Uses - Supplies



- Actuals are under budget by \$0.3M
 - Year end estimates to be reviewed with departments
 - Focus on asset replacement

Uses - Services



- Actuals are under budget by \$1.0M
 - Year end estimates to be reviewed with departments
 - Timing of library payment

Uses - Capital



- Actuals are over budget by \$0.2M
 - TechCelerator expenses in first half of fiscal year

Uses - Transfers Out



- Actuals are under budget by \$4.9M
 - Transfers out have not yet been posted

Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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

Council Meeting Date:	January 5, 2016	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a fiscal year 2015 budget amendment reallocating appropriations from various funds required to close the fiscal year 2015 budget; Resolution # 2016-09.

Motion:

I move to approve Resolution #2016-09.

Background:

As a part of closing fiscal year (FY) 2015, expenditure budgets and actuals are reviewed to ensure that the City is in compliance with budget amendment policy. Specifically, fund, capital improvement plan (CIP) projects, grants, and departments within the General Fund cannot have actual expenditures exceed the budgeted amounts. When this does occur, approval of the Mayor and Council is necessary to increase the budgeted amounts.

For FY2015, four main categories of corrections have been identified. The first category is budget corrections for funds that exceeded their budget. In both cases, authority from other, like funds is being used. The second category involves the carry forward of budget authority from FY2014. Each instance involves grants that had been previously approved by the Mayor and Council. The amounts were not known at the time of the adoption of the FY2015 budget, and this action amends them to the proper level of authority. The third category involves the Clubhouse Improvements project which had additional expenditures in FY2015. The FY2016 budget for the project will be decreased by a like amount. The fourth category involves vehicle replacement and the use of project numbers to track long lead replacements that cross fiscal years.

With the annual FY2015 audit almost complete, approval of these items will help finalize the audit.

Objective Analysis:

The Mayor and Council annually adopts a budget by fund, CIP project, grant, and department within the General Fund. The Budget Amendment Policies and Procedures are designed to place any amendments to the budget that cross those categories back before the Mayor and Council for approval. This action accomplishes that aim and ensures that each of those categories do not have actual expenditures that

exceed the budget.

The current financial system does not have budget controls in place that stop expenditures from exceeding the budgeted amounts. The practice used by the City of Surprise, and many other cities throughout Arizona, is to seek approval at the end of the fiscal year after a budget has been exceeded. The new financial system that is currently being implemented has the ability to place controls that stop expenditures from exceeding the budget. The new financial system and Budget Amendment Policies and Procedures will be reviewed to ensure that processes can be improved in this area.

Policy Compliant:

This action will make the FY2015 financials compliant with the Budget Amendment Policies and Procedures.

Financial Impact:

This action has no direct financial impact. Expenditures have already occurred and this action brings the financials back in compliance with the Budget Amendment Policies and Procedures. The approval of these budget amendments by City Council is necessary to complete the FY2015 Comprehensive Annual Financial Report (CAFR) and related audit.

Budget Impact:

This action reallocates forty two separate items and does not increase or decrease the total budget for FY2015. The action will also allocate \$262,100 of contingency. Each item is considered one time in nature, however this amendment may impact future carry forward amounts with respect to CIP projects and grants. This action reallocates spending authority and does not represent an actual transfer of funds.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [Budget Amendments 2015](#)
 - ☐ [Resolution 2016-09](#)
-

Budget Amendments Fiscal Year 2015

City Council Meeting
January 5, 2016



- Taken from contingency (\$262,100)
 - Developer Reimbursement
 - Street Light Improvement Districts
 - Grants/Grant Match
 - Projects

FY2015 Amendments



- Developer Reimbursement (\$143,400)
 - Fire Impact Fee fund
 - Water Impact Fee fund

- Street Light Improvement Districts (\$0)
 - Budget authority to cover electricity costs
 - Not using contingency

FY2015 Amendments



- Grants/Grants Match (\$18,500)
 - Allocate budget authority to housing grants
 - Clearly mark grant match

- Project Adjustments (\$100,200)
 - Clubhouse Improvements
 - Vehicle Replacement

Questions or Comments?



RESOLUTION # 2016-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING APPROPRIATIONS FROM VARIOUS FUNDS TO VARIOUS FUNDS TO CLOSE OUT THE CURRENT FISCAL YEAR.

WHEREAS, in the course of daily operations some adjustments were identified which are necessary amendments to the FY2015 Annual Budget;

WHEREAS, in the course of preparing the FY2015 Comprehensive Annual Financial Report (CAFR), some adjustments were identified and are required to ensure compliance with state law for appropriations. These legally required amendments will allow the city to close out the current fiscal year's budgetary accounts and proceed with the annual independent audit. These are standard, end-of-year processes that are required to close the books, and the bottom line budget amounts do not change;

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

WHEREAS, this action will necessitate a budget adjustment; and

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

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

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

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 # 2016-09

Exhibit A

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

1. Budget corrections

- A. Fire Development Fee Fund – the fund incurred costs related to unanticipated growth that was connected to a development agreement and required to be reimbursed to the developer. The expenditures were moved from Fire Development Fee Fund 2012 to this fund after approval was sought from Council. The fund does not have sufficient authority but the remaining budget authority will be used from other fire development fee funds.

Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Fire Development Fee Fund	\$0	\$68,700	\$68,700
Fire Development Fee Fund 2012 – Contingency	1,008,400	(500)	\$1,007,900
Fire Development Fee Fund - Contingency	68,200	(68,200)	0
	\$1,076,600	\$0	\$1,076,600

- B. Water Development Fee Fund SPA2 – the fund incurred costs related to unanticipated growth that was connected to a development agreement and required to be reimbursed to the developer. The fund does not have sufficient authority but the remaining budget authority will be used from other water development fee funds.

Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Water Development Fee Fund SPA2	\$120,800	\$74,700	\$195,500
Water Development Fee Fund SPA2 – Contingency	46,400	(46,400)	0
Water Development Fee Fund - Contingency	5,974,500	(28,300)	5,946,200
	\$6,141,700	\$0	\$6,141,700

C. Street Light Improvement Districts (SLIDs) Funds – some funds need more budget authority for electricity than what was originally budgeted.

Funds	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenditures			
West Point Towne Ctr SLID	\$64,700	\$500	\$65,200
Quick Trip #410 SLID	800	100	900
Asante Parcel 1.16 SLID	1,100	100	1,200
Litchfield Manor SLID	50,700	(700)	50,000
	<u>\$117,300</u>	<u>\$0</u>	<u>\$117,300</u>

2. Grant Matching/Carry Forwards – budget authority for grants previously approved by Council.

Fund/Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenditures			
General Fund/VOCA – Police #27048	\$0	\$11,600	\$11,600
General Fund/VOCA – Legal #27149	0	4,900	4,900
General Fund/Dial-A-Ride #27090	0	300	300
General Fund/GOHS DUI #27106	0	200	200
General Fund/FY2011 JAG #27124	0	300	300
General Fund/FY2013 CBRNE #27159	0	700	700
General Fund/FY2015 GOHS Fire #27163	0	100	100
General Fund/FY2014 GOHS #27170	0	300	300
General Fund/Contingency #20001	9,841,000	(18,400)	9,822,600
	<u>\$9,841,000</u>	<u>\$0</u>	<u>\$9,841,000</u>

2. Grant Matching/Carry Forwards (Cont.)

Fund/Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenditures			
Neighborhood Revitalization/NSP #27119	\$48,900	\$100	\$49,000
Neighborhood Revitalization/HOME #27004	0	39,500	39,500
Neighborhood Revitalization/CDBG #27110	0	700	700
Neighborhood Revitalization/CDBG #27143	76,800	2,000	78,800
Neighborhood Revitalization/CDBG #27153	17,300	25,200	42,500
Neighborhood Revitalization/CDBG #27165	19,200	33,700	52,900
Grants and Contingency/Senior Rec Center #27057	11,700	100	11,800
Neighborhood Revitalization/NSP #27118	586,100	(101,200)	484,900
Grants and Contingency/One-Time #20001	3,811,700	(100)	3,811,600
	<u>\$4,571,700</u>	<u>\$0</u>	<u>\$4,571,700</u>

Fund/Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Revenue			
Neighborhood Revitalization/NSP #27119	\$48,900	\$100	\$49,000
Neighborhood Revitalization/HOME #27004	0	39,500	39,500
Neighborhood Revitalization/CDBG #27110	0	700	700
Neighborhood Revitalization/CDBG #27143	76,800	2,000	78,800
Neighborhood Revitalization/CDBG #27153	17,300	25,200	42,500
Neighborhood Revitalization/CDBG #27165	19,200	33,700	52,900
Grants and Contingency/Senior Rec Center #27057	11,700	100	11,800
Neighborhood Revitalization/NSP #27118	586,100	(101,200)	484,900
Grants and Contingency/One-Time #20001	4,005,400	(100)	4,005,300
	<u>\$4,765,400</u>	<u>\$0</u>	<u>\$4,765,400</u>

3. Stadium Gov Constructions 2015 – The project incurred additional expenses during construction of the stadium clubhouses in FY2015. Due to the additional expenses in FY2015, FY2016 budget will be adjusted to reflect the remaining project amount.

Fund/Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Stadium Gov Construction 2015/Stadium Clubhouse Improvements #21514	\$746,500	\$65,500	\$812,000
Prop Debt Service 2000-2003/Contingency #20001	2,534,200	(65,500)	2,468,700
	<u>\$3,280,700</u>	<u>\$0</u>	<u>\$3,280,700</u>

4. Vehicle Replacement Fund – the city individually tracked the purchases of various vehicles. Per the city’s financial policies, projects within the capital project funds need to have sufficient budget authority.

Vehicle Replacement Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Van Replacement #28025	\$56,900	\$1,700	\$58,600
Bucket Truck Replacement #28035	0	33,000	33,000
Contingency One-Time #20001	338,900	(34,700)	304,200
	<u>\$395,800</u>	<u>\$0</u>	<u>\$395,800</u>



CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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

Council Meeting Date:	January 5, 2016	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to cash transfers between funds for Fiscal Year 2015; Resolution #2016-10.

Motion:

I move to approve Resolution # 2016-10.

Background:

This item seeks approval of the cash transfers between funds for fiscal year (FY) 2015, in compliance with the Comprehensive Financial Management Policies. It is necessary as a part of finalizing the FY2015 financial audit. Cash transfers do not represent an outflow of funds from the city, but rather a reallocation of funds within the city. As such, they are not subject to state expenditure limitation rules and are not part of the adopted expenditure limit budget. No budget amendment is necessary for changes to the amount of cash transfers.

As a part of closing FY2015, cash transfers are completed to maintain the appropriate balances in each fund. General Fund contributions to the General Capital and Vehicle Replacement funds are completed using cash transfers. Cash transfers are also used to account for indirect costs, franchise fees, and in-lieu property tax payments for city provided utilities. The allocation of debt service payments to the appropriate funds is completed using cash transfers. Cash transfers are also used to close out inactive, unnecessary funds.

Most of the variances from the FY2015 approved budget are due to the issuance of new debt for the purpose of refinancing existing debt. Of particular note for FY2015, the General Capital and Vehicle Replacement funds did not fall below minimum fund balance requirements. The cash transfers from the General Fund have been withheld for FY2015, but are expected to occur in FY2016.

Objective Analysis:

Cash transfers can have a material impact on individual funds, but do not fall under the same set of rules governing the budgets for expenditures. Cash transfer amounts are not subject to the city's Budget Amendment Policies and Procedures, but rather are approved by the City Council based on the

requirements of the Comprehensive Financial Management Policies. This approval is not of a change in the amount, but of the total amount of the transfer. For comparison purposes, the attached resolution includes the planned transfer amounts at the time of the FY2015 adoption, but the approval is not of the variance from the adopted budget, but rather the total amount in the approved column.

Policy Compliant:

This action is consistent with the Comprehensive Financial Management Policies, specifically policy #22 which states: All cash transfers between funds must be approved by the City Council.

Financial Impact:

This action has no direct financial impact as the cash transfers do not represent an outflow of funds from the city. Cash transfers do impact the available sources and uses within each fund, and will continue to be a part of monthly financial reporting.

Budget Impact:

No amendment to the budget is necessary, as cash transfers between funds are not subject to state expenditure limitations. Cash transfers do impact the available sources and uses within each fund, and will continue to be a part of future budget discussions.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [Cash Transfers 2015](#)
 - ☐ [Resolution 2016-10](#)
 - ☐ [Exhibit A](#)
-

Cash Transfers Fiscal Year 2015

City Council Meeting
January 5, 2016



- Movement of dollars between funds
 - Don't count towards expenditure limit
 - Not governed by normal budget rules
 - Comprehensive Financial Management Policies

FY2015 Cash Transfers



- Total Amount \$41,123,092
- Utilities to General Fund
- Debt Related
- Adjustment of Fund Balances
- General Fund Contributions

FY2015 Cash Transfers



- Utilities to General Fund \$ 5,814,915
 - Franchise fees/hauler's license (\$0.6M)
 - In-lieu property taxes (\$0.5M)
 - Indirect costs (\$4.7M)

FY2015 Cash Transfers



- Debt Related \$34,320,133
 - Debt service payments (\$13.0M)
 - Payoff refinanced debt (\$21.3M)

FY2015 Cash Transfers



- Adjustment of Fund Balances \$ 988,044
 - Development Impact Fees (\$987,995)
 - Close out inactive funds (\$49)

- General Fund Contributions \$ 0
 - General Capital Fund--\$2.0M planned
 - Vehicle Replacement--\$1.0M planned
 - Funds met minimum balance requirements
 - Impacted by authority carried forward
 - Maximizes General Fund interest revenue
 - Transfers will occur in FY2016

Questions or Comments?



RESOLUTION # 2016-10

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA, AUTHORIZING CASH TRANSFERS
BETWEEN FUNDS FOR FISCAL YEAR 2015.**

WHEREAS, interfund transfers are necessary to comply with adopted City ordinances, resolutions, policies, and generally accepted accounting principles;

WHEREAS, the City of Surprise Comprehensive Financial Management Policies requires the approval of the Mayor and Council for all cash transfers between funds.

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

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

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 # 2016-10
Exhibit A

DRAFT

Exhibit A
City of Surprise, Arizona
Schedule of Budget Changes of Interfund Transfers
Fiscal Year 2015

Transfers Between	Description	Adopted Budget	Approved Transfer	Variance Adopted Vs. Approved
Transfers from General Fund to:				
2000-03 MPC Governmental Debt Service	2003 MPC rental payments	1,500,000	1,531,392	(31,392)
General Capital	To fund various projects	2,000,000	-	2,000,000
Vehicle Replacement	To fund new vehicles	1,000,000	-	1,000,000
	Total Transfers from General Fund	4,500,000	1,531,392	2,968,608
Transfers from 2014 Fire Development Fee to:				
Pre-2012 Fire Development Fee	Cash Transfer	-	380,945	(380,945)
2012 Fire Development Fee	Cash Transfer	-	74,762	(74,762)
	Total Transfers from 2014 Fire Development Fee	-	455,707	(455,707)
Transfers from Grandfather Fire Development Fee to:				
Pre-2012 Fire Development Fee	Cash Transfer	-	504,361	(504,361)
	Total Transfers from Grandfather Fire Development Fee	-	504,361	(504,361)
Transfers from Pre-2012 General Government Development Fee to:				
2012 General Government Development Fee	Cash Transfer	-	9,854	(9,854)
	Total Transfers from Pre-2012 General Government Development Fee	-	9,854	(9,854)
Transfers from 2012 General Government Development Fee to:				
2000-03 MPC Governmental Debt Service	2003 MPC rental payments	665,000	665,592	(592)
	Total Transfers from 2012 General Government Development Fee	665,000	665,592	(592)
Transfers from Pre-2012 Police Development Fee to:				
2000-03 MPC Governmental Debt Service	2003 MPC rental payments	245,200	245,446	(246)
	Total Transfers from Pre-2012 Police Development Fee	245,200	245,446	(246)
Transfers from Pre-2012 Parks and Rec Development Fee to:				
2000-03 MPC Governmental Debt Service	2003 MPC rental payments	-	793,128	(793,128)
	Total Transfers from Pre-2012 Parks and Rec Development Fee	-	793,128	(793,128)
Transfers from 2012 Parks and Rec Development Fee to:				
Stadium Gov Debt Service 2015	Budgeted as new debt payment which was not required in FY2015	792,400	-	792,400
	Total Transfers from 2012 Parks and Rec Development Fee	792,400	-	792,400
Transfers from 2012 Fire Development Fee to:				
2000-03 MPC Governmental Debt Service	2003 MPC rental payments	121,200	121,279	(79)
	Total Transfers from 2012 Fire Development Fee	121,200	121,279	(79)
Transfers from Prasada CFD to:				
General Fund	Close out inactive fund	-	1	(1)
	Total Transfers from Prasada CFD	-	1	(1)
Transfers from Asante CFD to:				
General Fund	Close out inactive fund	-	23	(23)
	Total Transfers from Asante CFD	-	23	(23)
Transfers from West Surprise Land Group CFD to:				
General Fund	Close out inactive fund	-	2	(2)
	Total Transfers from West Surprise Land Group CFD	-	2	(2)
Transfers from Cyburt Hall CFD to:				
General Fund	Close out inactive fund	-	23	(23)
	Total Transfers from Cyburt Hall CFD	-	23	(23)

Exhibit A
City of Surprise, Arizona
Schedule of Budget Changes of Interfund Transfers
Fiscal Year 2015

Transfers Between	Description	Adopted Budget	Approved Transfer	Variance Adopted Vs. Approved
Transfers from Sanitation Fund to:				
General Fund	Sanitation hauler's license	26,000	26,000	-
General Fund	Indirect cost allocation.	1,886,400	1,886,352	48
General Fund	Payments in lieu of property taxes	8,600	8,387	213
Total Transfers from Sanitation Fund		1,921,000	1,920,739	261
Transfers from Wastewater Fund to:				
General Fund	Franchise fees	321,700	344,411	(22,711)
General Fund	Indirect cost allocation	1,552,400	1,552,368	32
General Fund	Payments in lieu of property taxes	389,200	379,567	9,633
Wastewater Development Fee	Correct out-of-balance development fee funds	-	3,613	(3,613)
2000-03 MPC Governmental Debt Service	2003 MPC rental payments	1,454,500	1,455,833	(1,333)
2007 MPC Governmental Debt Service	2007 MPC rental payments	8,703,000	8,177,463	525,537
Total Transfers from Wastewater Fund		12,420,800	11,913,255	507,545
Transfers from Water Fund to:				
General Fund	Franchise fees	233,400	216,583	16,817
General Fund	Indirect cost allocation	1,244,100	1,244,052	48
General Fund	Payments in lieu of property taxes	161,200	157,195	4,005
Water Development Fee	Correct out-of-balance development fee funds	-	14,459	(14,459)
Total Transfers from Water Fund		1,638,700	1,632,290	6,410
Transfers from Refunded Sewer Debt Service 2015 to:				
Prop Debt Service 2000-2003	Transfer cash to payoff existing bonds due to refinancing	-	6,452,325	(6,452,325)
Total Transfers from Refunded Sewer Debt Service 2015 Fund		-	6,452,325	(6,452,325)
Transfers from Refunded Gov Debt Service 2015 to:				
Gov Debt Service 2000-2003	Transfer cash to payoff existing bonds due to refinancing	-	14,877,675	(14,877,675)
Total Transfers from Refunded Gov Debt Service 2015 Fund		-	14,877,675	(14,877,675)
Transfers from Prop Reserve Fund 2007 to:				
Prop Debt Service 2007	Transfer cash in excess of required reserve not required in FY2015	73,400	-	73,400
Total Transfers from Prop Debt Service 2007 Fund		73,400	-	73,400
Transfers from Spring Training Ticket Surcharge to:				
Stadium Gov Debt Service 2015	Budgeted as new debt payment which was not required in FY2015	645,100	-	645,100
Total Transfers from Spring Training Ticket Surcharge Fund		645,100	-	645,100
Total		\$23,022,800	\$41,123,092	\$ (18,100,292)



CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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Council Meeting Date:	January 5, 2016	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on a fiscal year 2016 budget amendment reallocating appropriations from various funds for fiscal year 2016 budget and adjusting budget authority; Resolution # 2016-08.

Motion:

I move to approve Resolution # 2016-08.

Background:

The adoption of the fiscal year (FY) 2016 budget occurred prior to the completion of FY2015. To ensure that the new fiscal year had enough budget authority for all potential expenditures, conservative FY2015 expenditure estimates were used and remaining balances for items such as grants and CIP projects were carried forward into FY2016 and included in the adopted budget. With FY2015 nearing completion, the remaining balances are reexamined and adjustments to the FY2016 budget are made as necessary. For example, if a project expended more than estimated amount in FY2015, the FY2016 budget must be reduced to keep the total project budget equal to that approved by the Mayor and Council.

The action identifies two main categories of amendments for FY2016. The first category is budget corrections for projects that are broken out into separate project numbers for tracking purposes. The second category involves the change of budget authority that was carried forward from FY2015. The amendments are made due to actual expenditures varying from estimates for FY2015.

This action will update budget amounts to allow for improved management of the City's funds. With the annual FY2015 audit almost complete, approval of these items will help finalize the audit.

Objective Analysis:

Due to state laws regarding expenditure limits that are set by the adopted budget, it makes practical sense to use conservative expenditure estimates for the prior fiscal year with respect to grants and CIP projects. This will normally result in a total budget, and the resulting expenditure limit, that may be a little larger than necessary, but provides some built in contingency for future items. It becomes important to continue to track the prior year activity and adjust the current year as needed. Without the adjustment, the current year budgets no longer reflect the total grant or project budgets approved by the

Mayor and Council on the actual financial position of the City.

Policy Compliant:

City Council approval is required for budget amendments across funds, CIP projects, and grants per the Budget Amendment Policies and Procedures.

Financial Impact:

There is no direct financial impact of this item. All amendments are adjustments to budget authority that will have no net financial impact across FY2015 and FY2016.

Budget Impact:

This action reallocates budget appropriation for three projects without an increase or decrease to the total budget for FY2016. The action will also sweep \$163,700 of budget authority into contingency. Each of the items is considered one time in nature, and this authority cannot be spent without future action by the Mayor and Council. This action reallocates spending authority and does not represent an actual transfer of funds.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [Resolution 2016-08](#)
 - ☐ [Presentation](#)
-

RESOLUTION # 2016-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS BETWEEN VARIOUS FUNDS AND PROJECTS FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY.

WHEREAS, in preparing the FY2016 budget, there were specific budgeted items in various funds and departments with amounts dependent on FY2015 expenditure estimates;

WHEREAS, FY2015 expenditure activity has been largely completed with actual amounts varying from the estimates used when preparing the FY2016 budget;

WHEREAS, movement of authority between projects is necessary for tracking purposes;

WHEREAS, these amendments will allow the city to have current and updated budgetary amounts and help departments manage their project and line item expenditures;

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

WHEREAS, this action will necessitate a budget adjustment; and

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-08
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.

1. Budget corrections

- A. Vehicle Replacement Fund – The build time associated with some specialized vehicles extends their purchase across fiscal years. In these cases, an individual project number is assigned to track the purchase. For FY2016, the city will be tracking the purchase of a bucket truck and two fire pumper trucks. Per the city's financial policies, projects within the capital project funds need to have sufficient budget authority.

Fund/Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Vehicle Replacement/Bucket Truck #28035	\$ 0	\$ 67,000	\$ 67,000
Vehicle Replacement/Pumper Replacement #28023	0	67,100	67,100
Vehicle Replacement/Pumper Replacement #21419	0	20,300	20,300
Vehicle Replacement/General #29999	100,000	(67,000)	33,000
Vehicle Replacement/One-Time #20001	3,317,000	(87,400)	3,229,600
	<u>\$ 3,417,000</u>	<u>\$ 0</u>	<u>\$ 3,417,000</u>

- B. Grants and Contingency Fund - Grants that were previously approved during the budget process, but were not awarded or were awarded less money than anticipated.

Fund/Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenditures			
Grants Fund/FY2016 Fire GOHS #27180	\$ 21,000	\$ (21,000)	\$ 0
Grants and Contingency/One-Time #20001	7,632,300	21,000	7,653,300
	<u>\$ 7,653,300</u>	<u>\$ 0</u>	<u>\$ 7,653,300</u>
Revenue			
Grants Fund/FY2016 Fire GOHS #27180	\$ 21,000	\$ (21,000)	\$ 0
Grants Fund/Unforeseen Revenue/One-Time #20001	7,833,700	21,000	7,854,700
	<u>\$ 7,854,700</u>	<u>\$ 0</u>	<u>\$ 7,854,700</u>

2. Carry Forwards

- A. Budget Sweep – budget authority for projects previously approved by Council that do not require as much authority as originally estimated during the FY2016 budget process due to expenditures occurring in the prior fiscal year.

Fund/Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
General Capital Fund/Skatepark-in-ground #21507	\$ 448,500	\$ (1,700)	\$ 446,800
Parks and Rec Dev Fee/Surprise Farms Park #21417	1,346,300	(24,000)	1,322,300
Parks and Rec Dev Fee/Vermonte Park #21418	729,800	(11,700)	718,100
Sewer Operations/SPA1 WRF N. Entr Gate and Wall #21516	1,572,800	(12,500)	1,560,300
Stadium Gov Construction 2015/Clubhouse Renovation #21514	18,153,600	(65,600)	18,088,000
Vehicle Replacement/General #29999	100,000	(33,000)	67,000
Grants and Contingency/One-Time #20001	7,632,300	148,500	7,780,800
	<u>\$ 29,983,300</u>	<u>\$ 0</u>	<u>\$ 29,983,300</u>

- B. Grant Carry Forwards – budget authority for grants previously approved by Council that were not completed in FY2015. Budget authority must be established in FY2016 to complete the grant.

Fund/Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenditures			
Grants Fund/JAG #27177	\$ 0	\$ 5,800	\$ 5,800
Grants and Contingency/One-Time #20001	7,632,300	(5,800)	7,626,500
	<u>\$ 7,632,300</u>	<u>\$ 0</u>	<u>\$ 7,632,300</u>
Revenue			
Grants Fund/JAG #27177	\$ 0	\$ 5,800	\$ 5,800
Grants Fund/Unforeseen Revenue/One-Time #20001	7,833,700	(5,800)	7,827,900
	<u>\$ 7,833,700</u>	<u>\$ 0</u>	<u>\$ 7,833,700</u>

Budget Amendments Fiscal Year 2016

City Council Meeting January 5, 2016



- Added to contingency \$163,700
 - Budget Corrections
 - Carry Forward Adjustments

- Budget Corrections \$ 21,000
 - Split out project numbers for tracking
 - Adjust authority to match award amount

- Carry Forward Adjustments \$142,700
 - Adjust authority based on FY2015 expenses
 - Capital Improvement Plan—\$148,500
 - Grant—(\$5,800)

Questions or Comments?



CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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

Council Meeting Date:	January 5, 2016	Contact Person:	Robert Kuhfuss, Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to the Preliminary Plat entitled "Rancho Mercado Unit 1", a 1,897-lot, 19-parcel, 5-phase Preliminary Plat within the Rancho Mercado PAD, a property generally located North and South of the Happy Valley Road Alignment between the Bullard Road and Litchfield Road alignments; Resolution #2016-02.

Motion:

I Move to approve Resolution #2016-02.

Background:

The subject proposal involves a Preliminary Plat for a 1,897-lot, 19-Parcel, 5-phase single-family residential development located within the Rancho Mercado PAD. The project was first approved as a Development Master Plan and related Zone Change while located in the unincorporated area of Maricopa County. The Surprise City Council entered into a Pre-Annexation Development Agreement on May 25, 2007, approved the Rancho Mercado PAD on October 11, 2007, and annexed the property on November 10, 2007. A subsequent Minor PAD Amendment was approved administratively in 2010.

Objective Analysis:

The proposed subdivision meets the requirements of the Rancho Mercado PAD and the SUDC. The amenities included will provide recreational opportunities for the residents of the community. Once developed, the population base generated by the subdivision will contribute to enrollment in the local schools, while providing incentive for much needed retail services in the area. Significant regional traffic constraints will be addressed by the developer through the construction of Happy Valley Road, both on and off-site.

Policy Compliant:

The Surprise General Plan 2035, as amended by the City Council on December 19, 2015, shows the subject property as lying within the Neighborhood Character Area, which includes the Suburban Development Type at densities of between 2 and 8 DU/Ac. At 3.43 DU/Ac, the subject Preliminary Plat meets this density requirement. The amended General Plan also shows a portion of the subject property

is lying within the Open Space Character Area; however, the configuration of the Rancho Mercado PAD meets the intent of this character area with respect to the provision of open space and trail connectivity. The amended Surprise General Plan 2035 also shows Jomax Road as a future Minor Arterial and Happy Valley Road as a Major Arterial, both of which are inconsistent with the currently approved Rancho Mercado PAD. The subject property, however, does not include or abut Jomax Road, but does include Happy Valley Road and the developer is working with the City to bring forth a modified Major Arterial cross-section for Happy Valley Road, which is included in the recommended stipulations of approval.

Financial Impact:

All activity related to ongoing development in the City of Surprise has an economic and fiscal impact on the city and the region. Additionally, approval of the preliminary plat, could result in future capital expenditures of approximately \$2 million for future upgrades to Happy Valley Road related to reclassification from a Minor Arterial to Major Arterial.

Budget Impact:

There is no anticipated budget impact related to this item specifically. However, the costs associated with the Happy Valley Road reclassification are not currently included in the five-year capital plan, but would need to be added when appropriate as determined by traffic volume resulting from future development in the region.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS15-069 - Rancho Mercado Unit I PP - Staff Report](#)
 - ☐ [01- FS15-069 - Rancho Mercado Unit I PP - Vicinity Map](#)
 - ☐ [02- FS15-069 - Rancho Mercado Unit I PP - Case Map](#)
 - ☐ [03 - FS15-069 - Rancho Mercado Unit I PP - Preliminary Plat Part 1](#)
 - ☐ [03 - FS15-069 - Rancho Mercado Unit 1 PP - Preliminary Plat Part 2](#)
 - ☐ [03 - FS15-069 - Rancho Mercado Unit 1 PP - Preliminary Plat Part 3](#)
 - ☐ [04 - FS15-069 - Rancho Mercado Unit I PP - Landscape Plans 1 of 5](#)
 - ☐ [04 - FS15-069 - Rancho Mercado Unit I PP - Landscape Plans 2 of 5](#)
 - ☐ [04 - FS15-069 - Rancho Mercado Unit I PP - Landscape Plans 3 of 5](#)
 - ☐ [04 - FS15-069 - Rancho Mercado Unit I PP - Landscape Plans 4 of 5](#)
 - ☐ [04 - FS15-069 - Rancho Mercado Unit I PP - Landscape Plans 5 of 5](#)
 - ☐ [05 - FS15-069 - Rancho Mercado Unit I PP - Phasing Plan](#)
 - ☐ [06 - FS15-069 - Rancho Mercado Unit I PP - MCDOT Letter w/attachments](#)
 - ☐ [07 - FS15-069 - Rancho Mercado Unit I PP - Dysart USD Letter](#)
 - ☐ [08 - FS15-069 - Rancho Mercado Unit I PP - e-mail of concern w/attachments](#)
 - ☐ [09 - FS15-069 - Rancho Mercado Unit I PP](#)
 - ☐ [10 - FS15-069 - Rancho Mercado Unit I PP - Presentation](#)
-

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

Case: FS15-069

Project Name: Rancho Mercado Unit 1

Council District: 1

Meeting Date: January 5, 2016

Planner: Robert H. Kuhfuss, AICP

Owner: William Lyon Homes Inc.

Applicant: Mark Reddie of LVA Urban Design Studios on behalf of William Lyon Homes, Inc.

Request: 1,897-lot, 19-parcel, 5-phase Preliminary Plat

Site Location: In the vicinity of 147th Avenue (Bullard Road) alignment and the Happy Valley Road alignment

Site Size: 567.38 acres (approx.)

Density: 3.43 DU/Ac (gross)

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

Support/Opposition: One (1) item of concern received

Commission

Recommendation: **Approve**, subject to stipulations "a" through "f".

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46 **BACKGROUND:**

47
48 **July 11, 2006:** The Maricopa County Board of Supervisors approved a request for a Development
49 Master Plan (DMP) and associated Zone Change for the Rancho Mercado project in what was then
50 unincorporated Maricopa County.

51
52 **May 25, 2007:** The Surprise City Council entered into a Pre-Annexation Development Agreement
53 with the applicant, which was recorded under 2007-0794202 MCR.

54
55 **October 11, 2007:** The Surprise City Council approved the Rancho Mercado PAD under case
56 PAD06-276, subject to stipulations “a” through “u”, Ordinance #07-46.

57
58 **November 10, 2007:** The subject property was annexed into the City of Surprise via Ordinance #
59 2007-47.

60
61 **December 2, 2010:** Staff met with the applicant to discuss a Preliminary Plat for Rancho Mercado
62 under case CR10-256.

63
64 **December 7, 2010:** Staff approved a Minor PAD Amendment to under case FS10-210.

65
66 **March 30, 2011:** The applicant filed a request for a Preliminary Plat covering the subject property
67 under case PS11-093, which expired due to inactivity.

68
69 **February 28, 2013:** Staff met with a homebuilder during a regularly scheduled Concept Review
70 meeting to discuss the possibility of platting a portion of Rancho Mercado under case CR13-054.

71
72 **August 8, 2013:** Staff met with the applicant to discuss a Preliminary Plat and Major Zoning
73 Amendment for Rancho Mercado under case CR13-365.

74
75 **May 15, 2014:** The applicant submitted water master plans for Rancho Mercado case PS14-197.

76
77 **July 31, 2014:** Staff met with the applicant to discuss the subject project during a regularly
78 scheduled Concept Review meeting under CR14-278.

79
80 **February 18, 2015:** The applicant filed a request for a Preliminary Plat for Rancho Mercado Unit 1
81 under case FS15-069, the subject case.

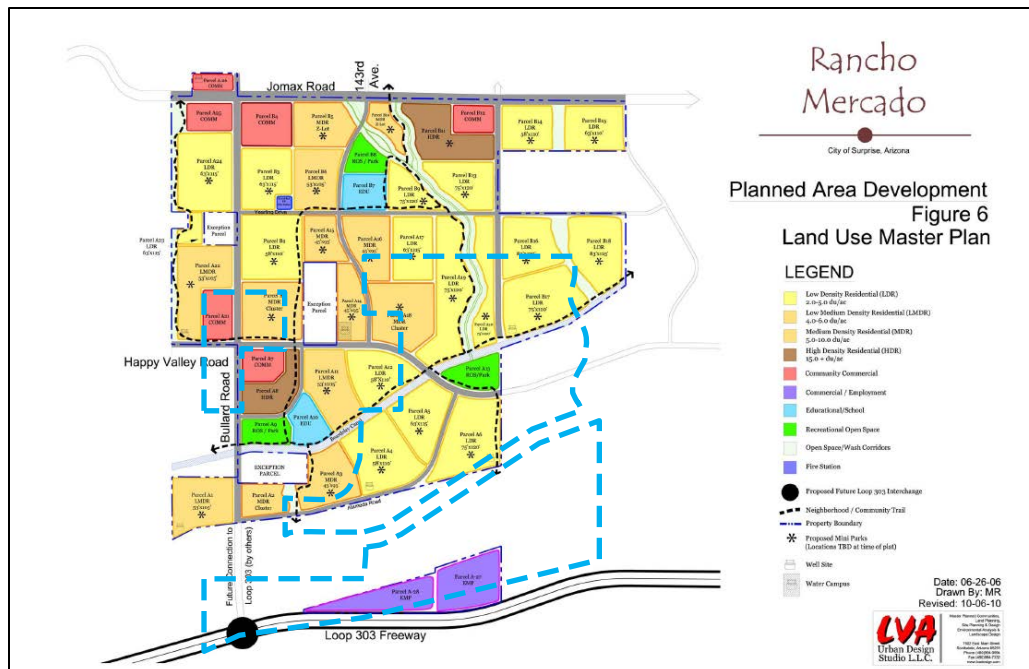
82
83 **December 17, 2015:** The Planning and Zoning Commission heard the subject request at their
84 regularly scheduled meeting and recommended the City Council approve the proposed Preliminary
85 Plat subject to staff recommended stipulations ‘a’ through ‘f’ as noted in the Recommendation
86 section of this report.

CITIZEN OUTREACH:

During the Planning and Zoning Commission hearing of December 17, 2015, one local resident expressed concerns over the loss of all-terrain vehicle access to state trust land. This resident followed up with a separate email (attached) expressing the same concerns in addition to noting the proximity of the subject property to the Maricopa County Trail, in addition to an all-terrain vehicle trail crossing near 163rd Avenue and Grand Avenue.

ANALYSIS AND DISCUSSION:

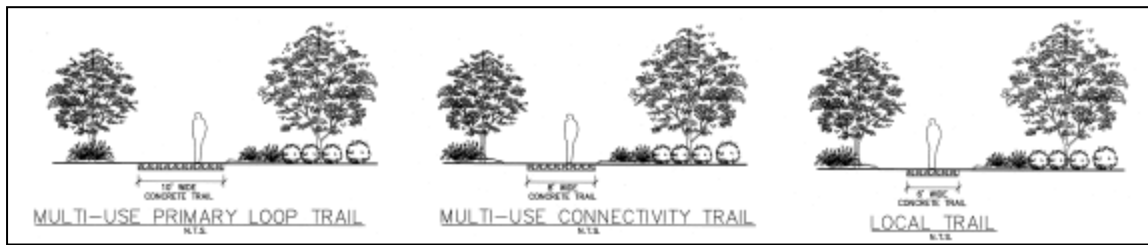
The subject Preliminary Plat covers approximately 567 acres of the larger 1,310 acre Rancho Mercado PAD, which was approved by the City Council in 2007. A subsequent amendment to the PAD, approved administratively in 2010, served to address certain minor issues. The following map, taken from the amended Rancho Mercado PAD document, expresses the currently approved land uses. The general limits of the subject Preliminary Plat are shown in blue.



The Rancho Mercado PAD originally anticipated that development would occur in five (5) phases over the course of twelve (12) years beginning in 2012. The proposed Preliminary Plat is generally consistent with the originally anticipated Phasing; however, market constraints have delayed implementation of the project. Also, the nature of the Phasing Schedule as shown in the PAD does not provide for the fine-grain details that are contemplated with this Preliminary Plat. As such the Preliminary Plat itself will be constructed in five (5) sub-phases as shown in the following exhibit:

[See image on following page.]

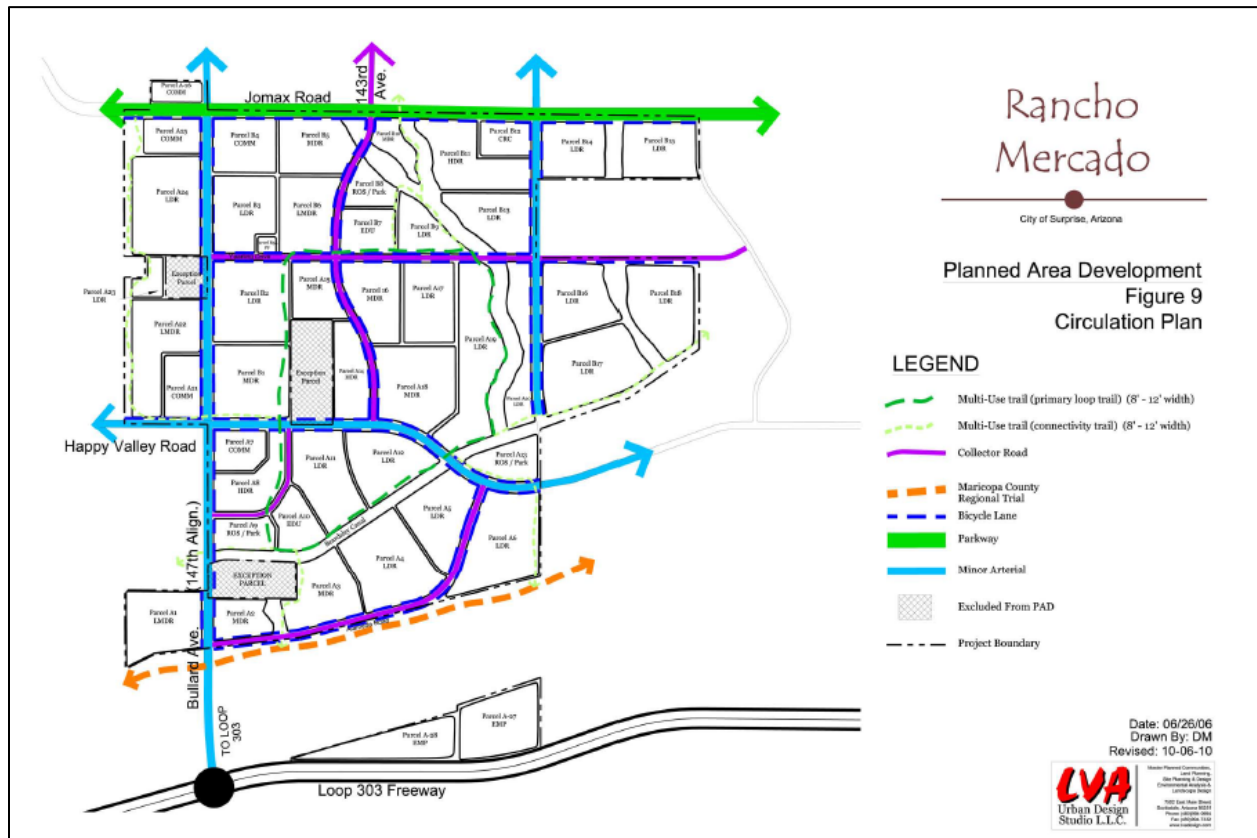
The character of these trails is expressed below and on Sheet 4 of the Preliminary Plat while the locations of the various trails are expressed throughout the attached landscape plans.



Primary theme walls will consist of single-score split-face CMU columns capped with a pre-cast concrete element separated by wall panels consisting of smooth-face single-score CMU and capped with split-face CMU. Walls within the interior will consist of smooth-face pilaster blocks capped with split face CMU. Where appropriate, a view fence consisting of a wrought iron element will be utilized. A single entry monument approximately 8'-4" tall and will be located near the eastern entrance to the project. These elements are expressed on Sheet W-6 of the attached Landscape Plans.

Per the Pre-Annexation Development Agreement executed between the developer and the city, the developer is responsible for building Happy Valley Road from its current terminus located approximately $\frac{3}{4}$ mile to the east of Rancho Mercado, in a westerly direction to 163rd Avenue. The Development Agreement also provides that Happy Valley Road will be designed and constructed in a manner consistent with the General Plan and the Minor Arterial Roadway Standard in place at the time the roadway is developed. Where the roadway is adjacent to land owned by the developer, the developer will make the $\frac{1}{2}$ -width right-of-way improvements adjacent to that land, which means that for the majority of the Preliminary Plat area, the developer will be making full-width improvements. The Development Agreement also provides for a "Street Buy-In Fee" to be collected by the city and distributed to the developer for any off-site improvements associated with Happy Valley Road constructed by the developer. The exhibit on the following page taken from the Rancho Mercado PAD expresses the anticipated roadway classifications at the time the PAD was approved.

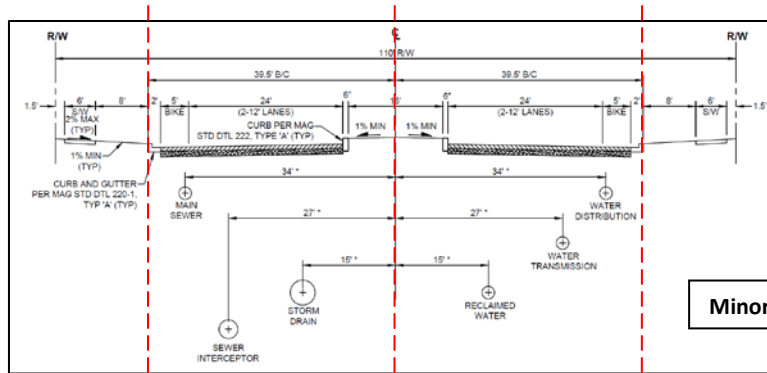
[See image on following page.]



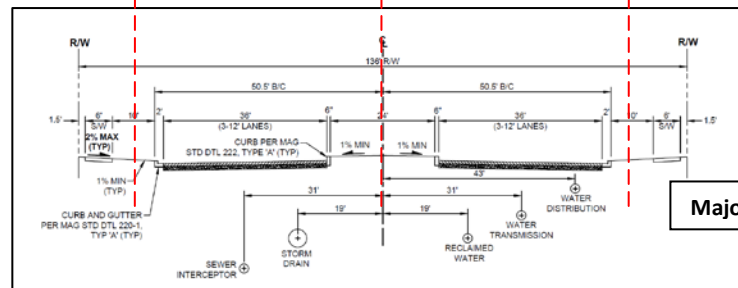
The developer is prepared to make these improvements to Happy Valley Road per the terms of the Pre-Annexation Development Agreement; however, since the time the Development Agreement was executed, the City of Peoria downgraded that portion of Jomax Road located within their jurisdiction. Further, the City of Surprise determined that in order to implement Jomax Road as a Parkway as anticipated by the General Plan, the Rancho Mercado PAD, and the Development Agreement, acquisition of large amounts of currently developed land along the Jomax Road corridor would be needed. For these reasons, the cities of Surprise and Peoria, as well as Maricopa County Department of Transportation, de-emphasized Jomax Road as the major east/west transportation corridor, choosing instead to allow Happy Valley Road carry that traffic.

The currently approved Minor Arterial Standard only calls for two lanes of traffic in each direction. If the developer designs and constructs Happy Valley Road to the currently approved Minor Arterial Standard as provided in the Development Agreement, the road will fail from a traffic standpoint as the area continues to develop. In order to mitigate this condition, the City of Surprise will need to install a third traffic lane in each direction; however, this cannot occur within the 110' right-of-way currently proposed if there is to be a landscape median and detached sidewalk. The diagrams on the following page depict both the Major and Minor Arterial standards as currently adopted by the City of Surprise.

[See images on following page.]

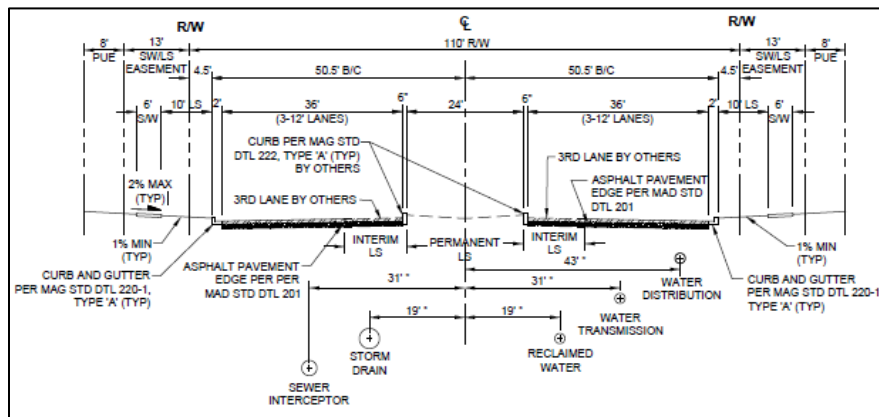


Minor Arterial per COS EDS 3-03



Major Arterial per COS EDS 3-02

A possible solution to this problem might be to implement a modified Major Arterial cross-section (shown below) in which the developer would construct the two outermost lanes separated by a substantial landscape median. When the traffic counts warrant expansion of the roadway in the future, the City could then construct a third lane in each direction, taking that land from the median, but retaining a median of appropriate size. Staff notes the cost to the City of Surprise to add these additional two lanes could exceed \$2M; however, this cost would be considerably higher if the entire roadway were to be retrofitted from a Minor Arterial to a Major Arterial. The modified cross-section shown below minimizes the financial exposure to the city. The developer is not obligated to construct this modified cross-section per the terms of the Development Agreement; however, staff and the developer have been working in good faith to resolve this issue.



Also of significance is the location of the future Loop 303 connection in the vicinity of Rancho Mercado. Per the Rancho Mercado PAD (see Figure 9 above), said connection is to occur at Bullard Avenue. Further, the Development Agreement states the applicant is to work with the city and ADOT to establish that connection; however, discussions between the City, the developer and ADOT indicate that Bullard Avenue is not a viable option and that Litchfield Road is a much more likely scenario, although that connection will likely occur slightly to the east of the section-line due to topographic constraints and the existing power lines in the area. While the developer is not obligated to construct the Litchfield Road connection to the Loop 303, the developer has been in discussions with the City, MCDOT and ADOT.

UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	SWG
Irrigation:	N/A
Schools:	Dysart USD
Fire:	City of Surprise
Phone:	Qwest
Cable:	Cox

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035, as amended by the City Council on December 19, 2015, shows the subject property as lying within the Neighborhood Character Area, which includes the Suburban Development Type at densities of between 2 and 8 DU/Ac. At 3.43 DU/Ac, the subject Preliminary Plat meets this density requirement. The amended General Plan also shows a portion of the subject property is lying within the Open Space Character Area; however, the configuration of the Rancho Mercado PAD meets the intent of this character area with respect to the provision of open space and trail connectivity.

The amended Surprise General Plan 2035 also shows Jomax Road as a future Minor Arterial and Happy Valley Road as a Major Arterial, both of which are inconsistent with the currently approved Rancho Mercado PAD. The subject property does not include or abut Jomax Road, but does include Happy Valley Road and the developer is working with the City to bring forth a modified Major Arterial cross-section for Happy Valley Road, which is included in the recommended stipulations of approval.

198 **REVIEWING AGENCIES:**

199
200 **Dysart Unified School District (DUSD):** In a letter dated May 7, 2015 (attached) DUSD indicates the
201 size and location of Parcel A10 meets their needs and they are currently in negotiations with the
202 developer regarding a voluntary rooftop fee, which will be executed prior to the approval of the
203 first Final Plat.

204
205 **Maricopa County Department of transportation (MCDOT):** In a letter dated September 11, 2015
206 (attached) MCDOT indicated concurrence with the extension of Happy Valley Road east of the
207 subject site.

208
209 **SUMMARY:**

210
211 The proposed subdivision is well designed and meets the requirements of the Rancho Mercado PAD
212 and the SUDC. The amenities included will provide recreational opportunities for the residents of
213 the community. Once developed, the population base generated by the subdivision contribute to
214 the local schools enrollment, while providing incentive for much needed retail services in the area.
215 Significant regional traffic constraints will be addressed by the developer through the construction
216 of Happy Valley Road, both on and off-site.

217
218 **FINDINGS:**

- 219
220
 - The proposed Preliminary Plat is consistent with the Surprise General Plan 2035.
 - 221 • The proposed Preliminary Plat is consistent with the Rancho Mercado PAD.
 - 222 • The proposed Preliminary Plat is consistent with the Pre-Annexation Development
 - 223 Agreement entered into between the City of Surprise and the developer.
 - 224 • The reviewing agencies have indicated no objections to the request.

225

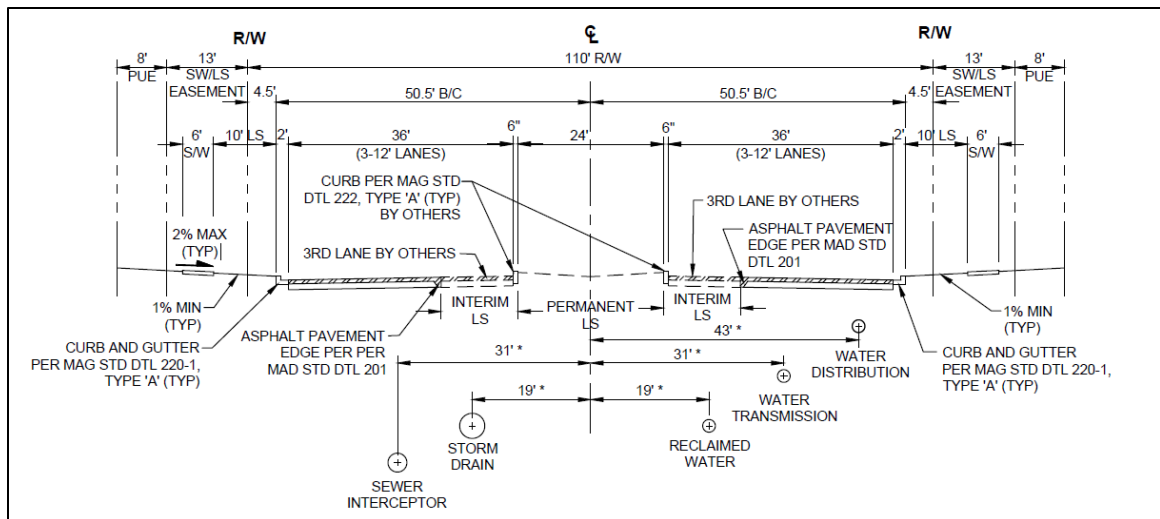
226 **COMMISSION RECOMMENDATION:**

227
228 Based on the findings noted above, the Commission recommended the City Council **approve** the
229 proposed Preliminary Plat subject to the following stipulations:

- 230
- 231 a. Development of the site shall be in conformance with the Preliminary Plat entitled
 - 232 "Preliminary Plat for Rancho Mercado Unit 1", consisting of 21 full-size sheets, prepared
 - 233 by Atwell Engineering and stamped received September 18, 2015, except as modified
 - 234 below.
- 235
- 236 b. Landscaping and amenities of the site shall be in conformance with the Preliminary
 - 237 Landscape Plans entitled "Rancho Mercado Unit 1 Preliminary Landscape Plan",
 - 238 consisting of 31 full-size sheets, prepared by LVA Urban Design Studio and stamped
 - 239 received September 18, 2015, except as modified below.
- 240

- c. The applicant is aware that the City is upgrading Happy Valley Road from a Minor Arterial to a Major Arterial. Staff has provided a modified Minor Arterial Street Standard Detail 3-02 as depicted below, which would allow for a third lane to be constructed by others in the future while still maintaining the right-of-way for Happy Valley Road at a Minor Arterial Standard. The applicant is not obligated to expand the Happy Valley Road right-of-way nor construct Happy Valley Road to the Modified Minor Arterial Standard; however, if the applicant elects to expand the Happy Valley Road right-of-way to a Major Arterial standard the City will consider the following:

1. Modification to the Bullard Road cross section;
2. Modifications to the lotting plans involving less than 3% of the total number of lots and/or less than 5 acres of open space may be considered minor revisions to the approved preliminary plat and the final plat may be processed subject to the review and approval of the Community Development Director.



- d. Prior to submittal of the applicable Final Plat or MOD, the applicant shall make sure it has supplied the City with the Bridge Construction and Access Easements. While the City will work with the Maricopa Water District (MWD) as needed, Rancho Mercado shall take the lead and ensure the easements are completed.
- e. Prior to the approval of the first Final Plat, the applicant shall prepare an independent Traffic Impact Analysis to analyze a connection to the State Route 303 at Litchfield Road for horizon years 2021 and 2036.
- f. All Final Plats shall include a Plat Note advising of the fact that Happy Valley Road may become a six-lane Major Arterial at some point in the future.

269 However, should the Council wish to deny the proposed Preliminary Plat, the Council should make
270 its own findings and base its decision on those alternative findings.

271

272 **Attachments:**

273

274 01 – Vicinity Map (1 page)

275 02 – Case Map (1 page)

276 03 – Preliminary Plat (21 pages)

277 04 – Landscape Plans (31 pages)

278 05 – Phasing Plan, color exhibit (1 page)

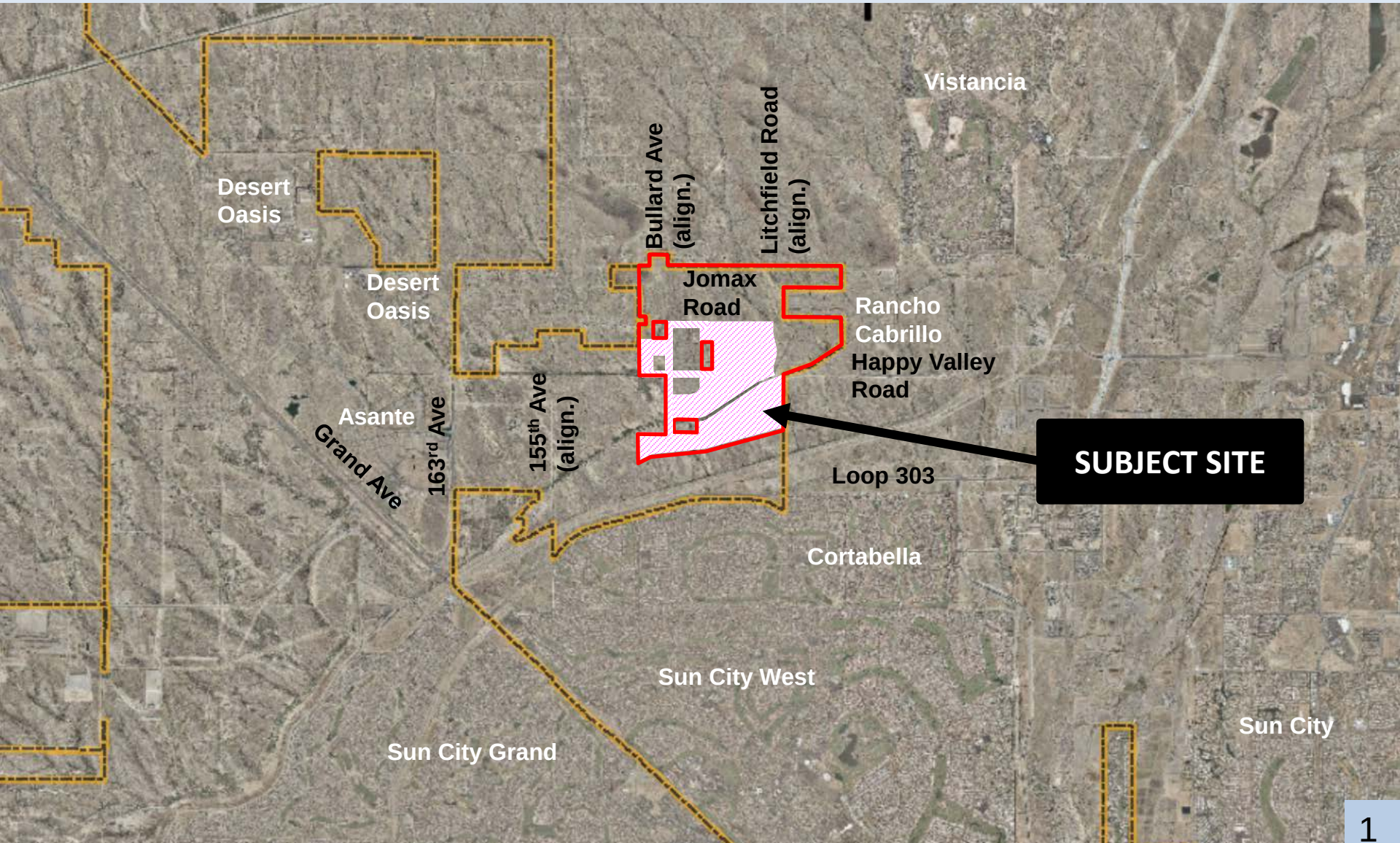
279 06 – MCDOT letter w/ attachments (4 pages)

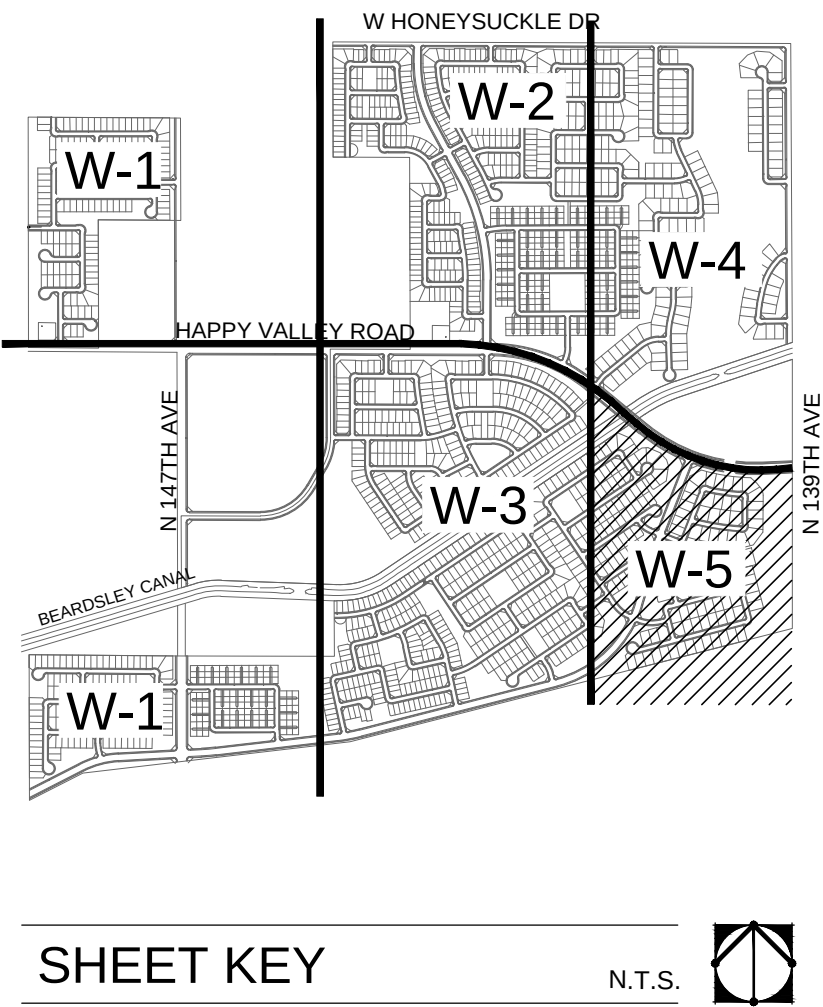
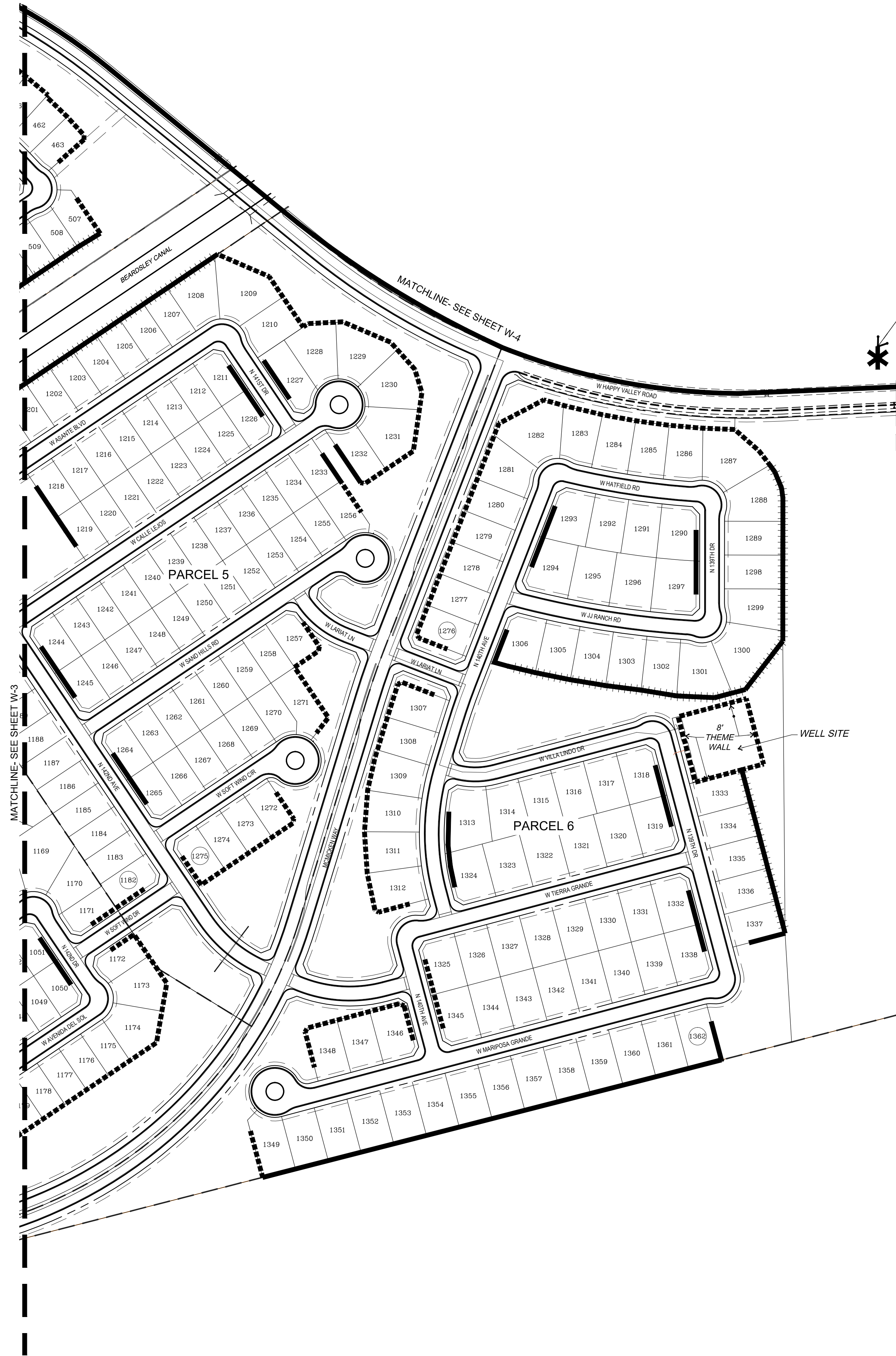
280 07 – Dysart USD Letter (1 page)

281 08 – Email of concern from local resident w/ attachment (2 pages)

282 09 - Resolution

Vicinity Map





WALL LEGEND	
SYMBOL	DESCRIPTION
	THEME WALL (SEE DTL. 4, W-6)
	FENCE BLOCK WALL (SEE DTL. 5, W-6)
	SHORT VIEW FENCE (SEE DTL. 6, W-6)

WALL PLAN

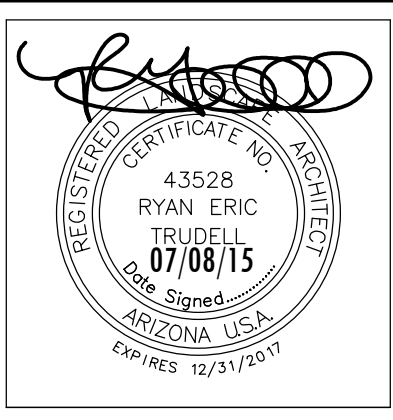
SCALE: N.T.S.

CASE #S15-069

urban design studio

land planning • landscape architecture

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Rancho Mercado Unit 1

Happy Valley Road and Litchfield Road
Surprise, Arizona

WALL PLAN

COPYRIGHT LVA URBAN DESIGN STUDIO, LLC ©

NOT FOR
CONSTRUCTION

Revision	Date
1	
2	
3	
4	
5	

William Lyon Homes, Inc.

Date: 07/08/15

Job No.: 0342.3

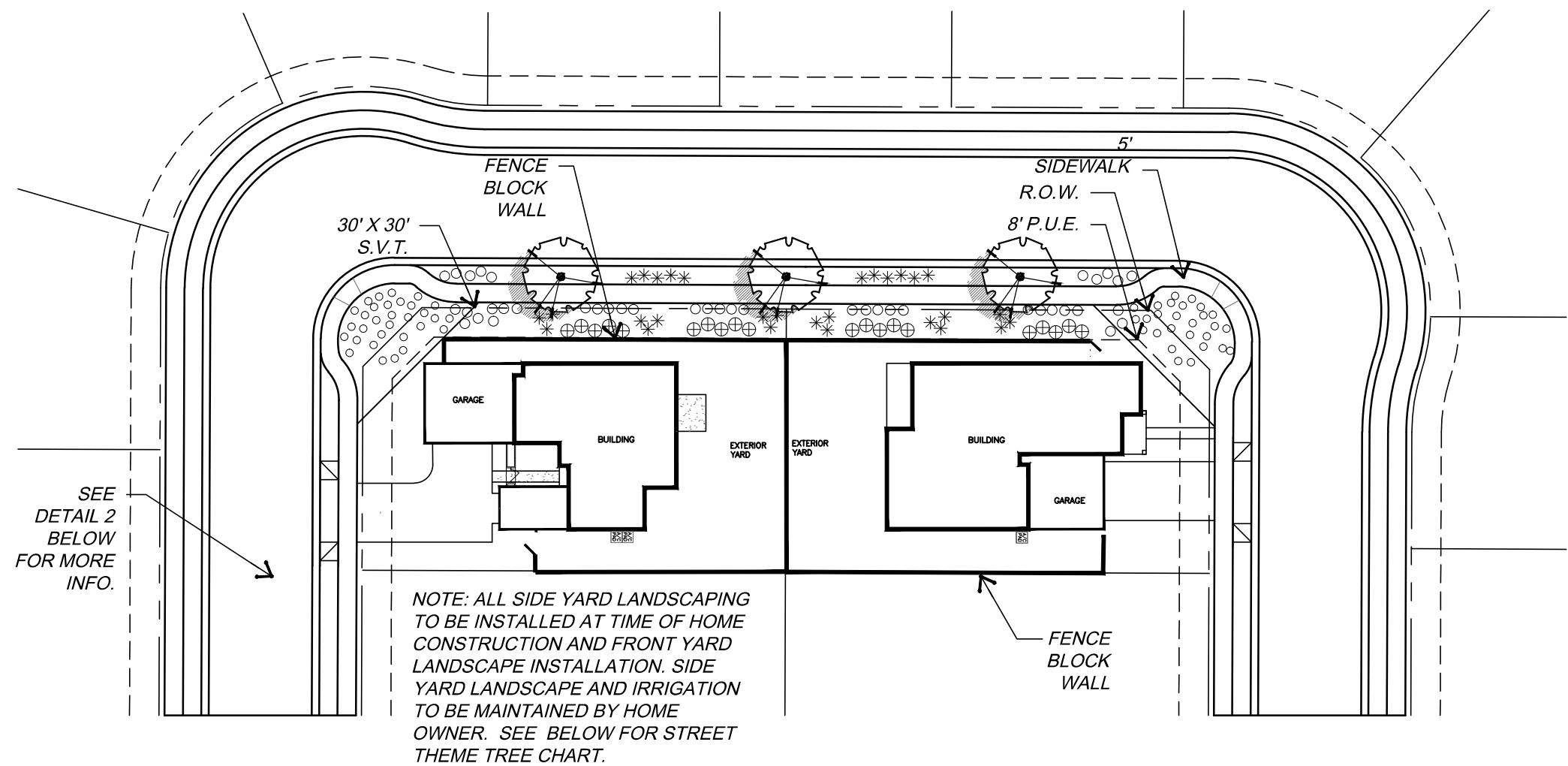
Drawn: STAFF

SHEET #

W-5

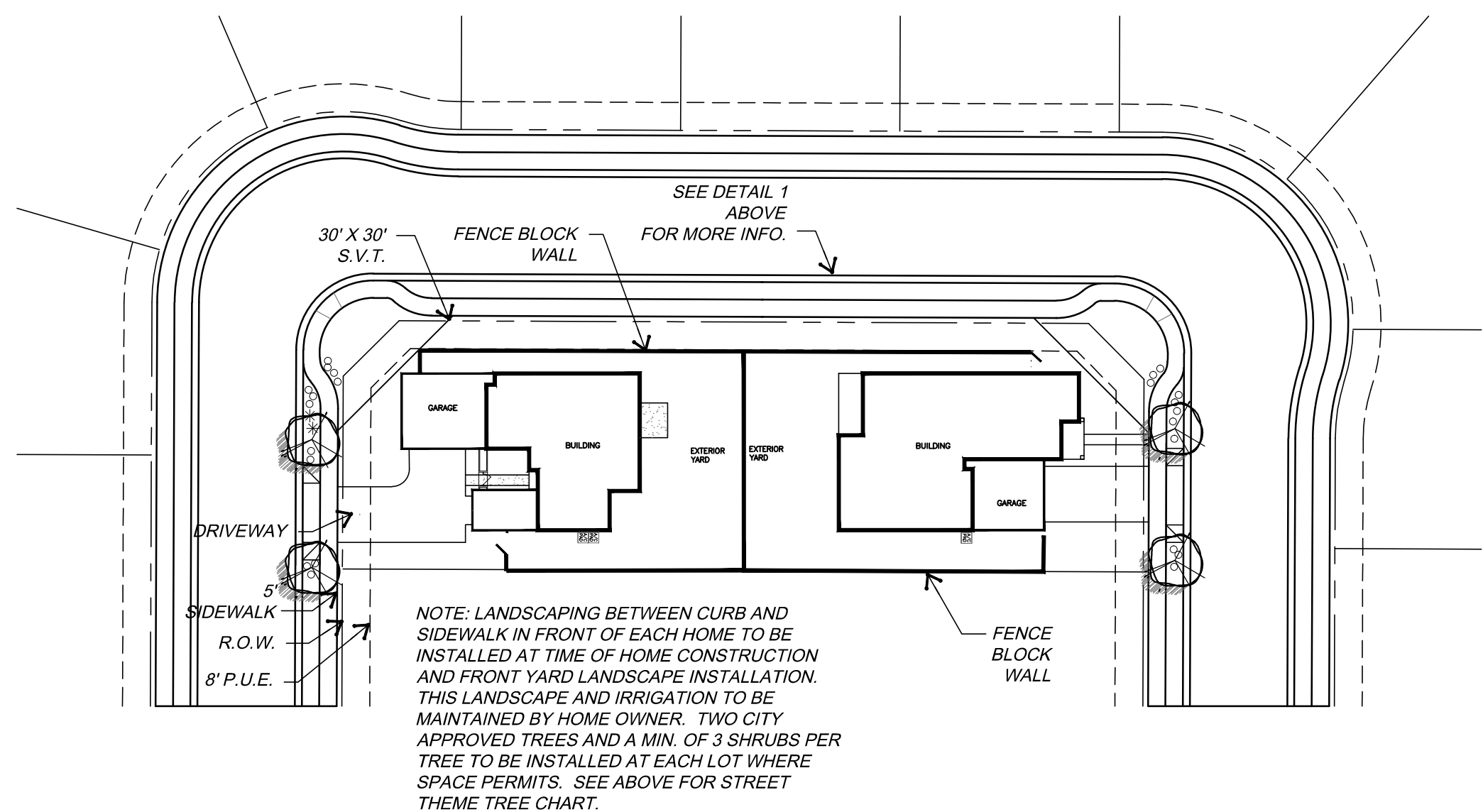
29 OF 31

I:\2013\0342 - Rancho Mercado\CAD\WALLS\EXHIBITS\01 - WALL PLAN (4mar'13.dwg Sep 10, 2015



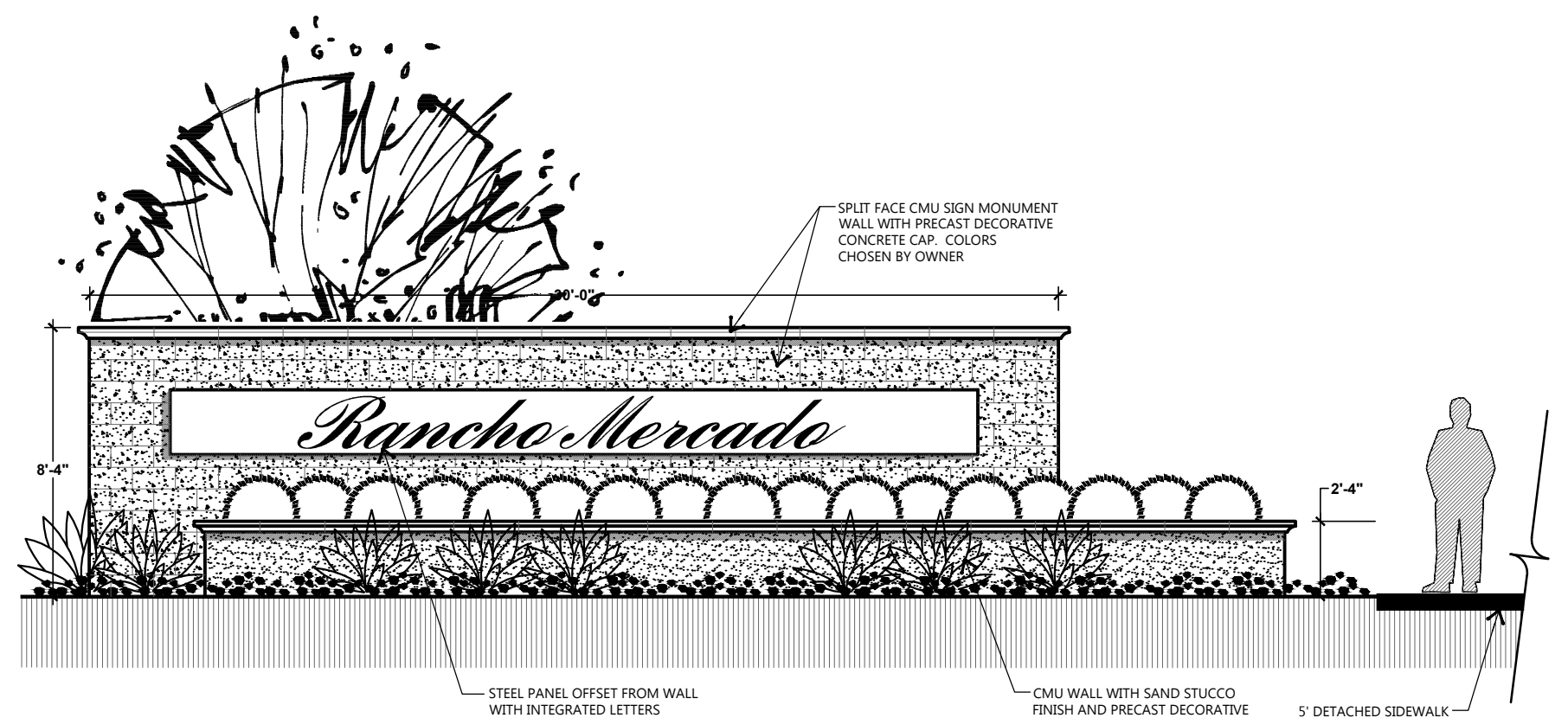
1 SIDE YARD LANDSCAPE, TYP.

N.T.S.



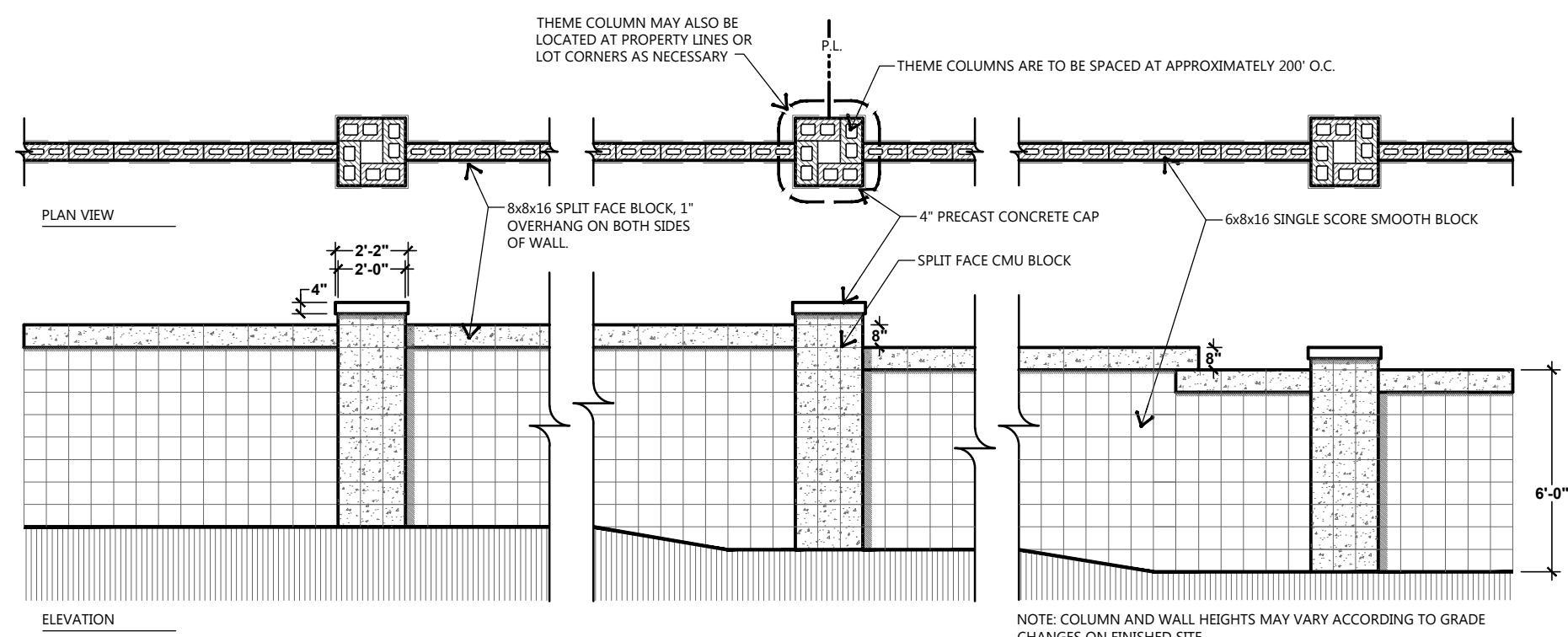
2 FRONT YARD LANDSCAPE, TYP.

N.T.S.



3 ENTRY MONUMENT SIGN

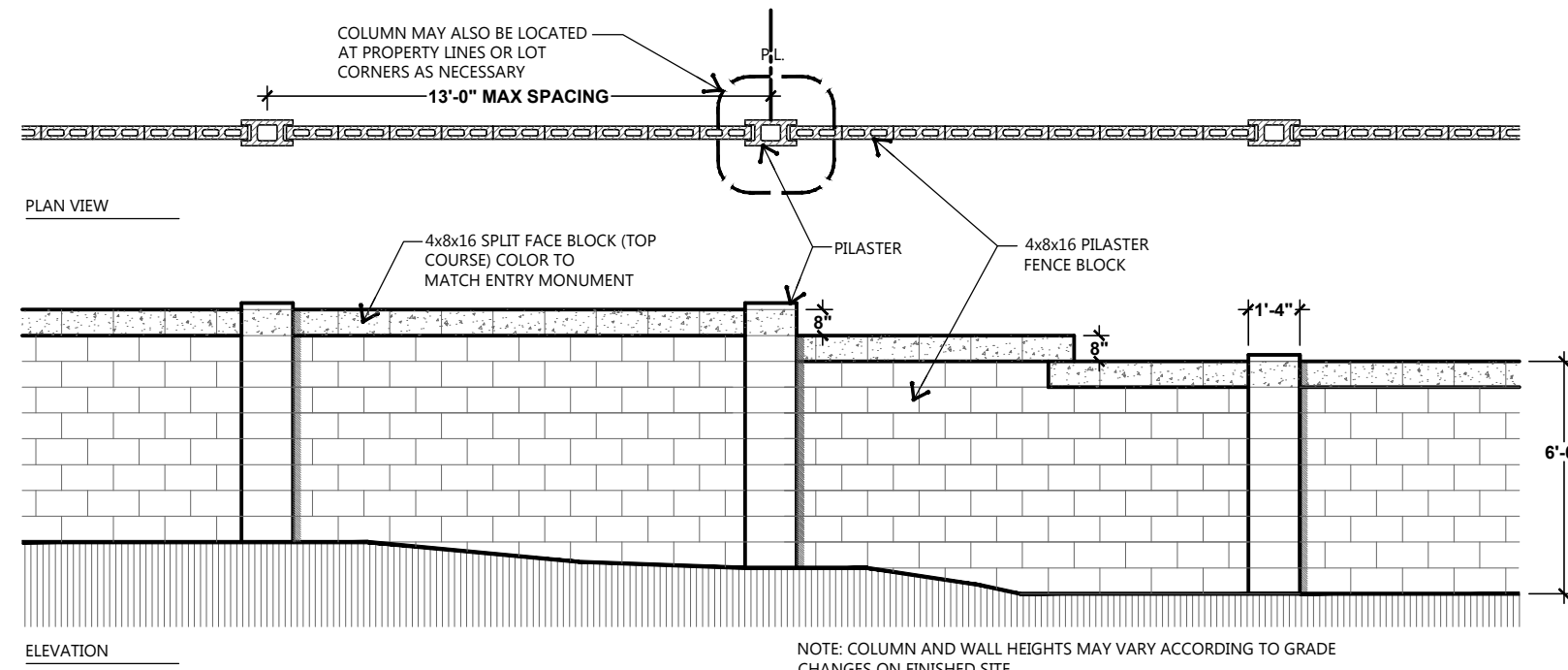
N.T.S.



4 THEME WALL AND COLUMN AT ARTERIAL AND COLLECTOR ROADWAYS

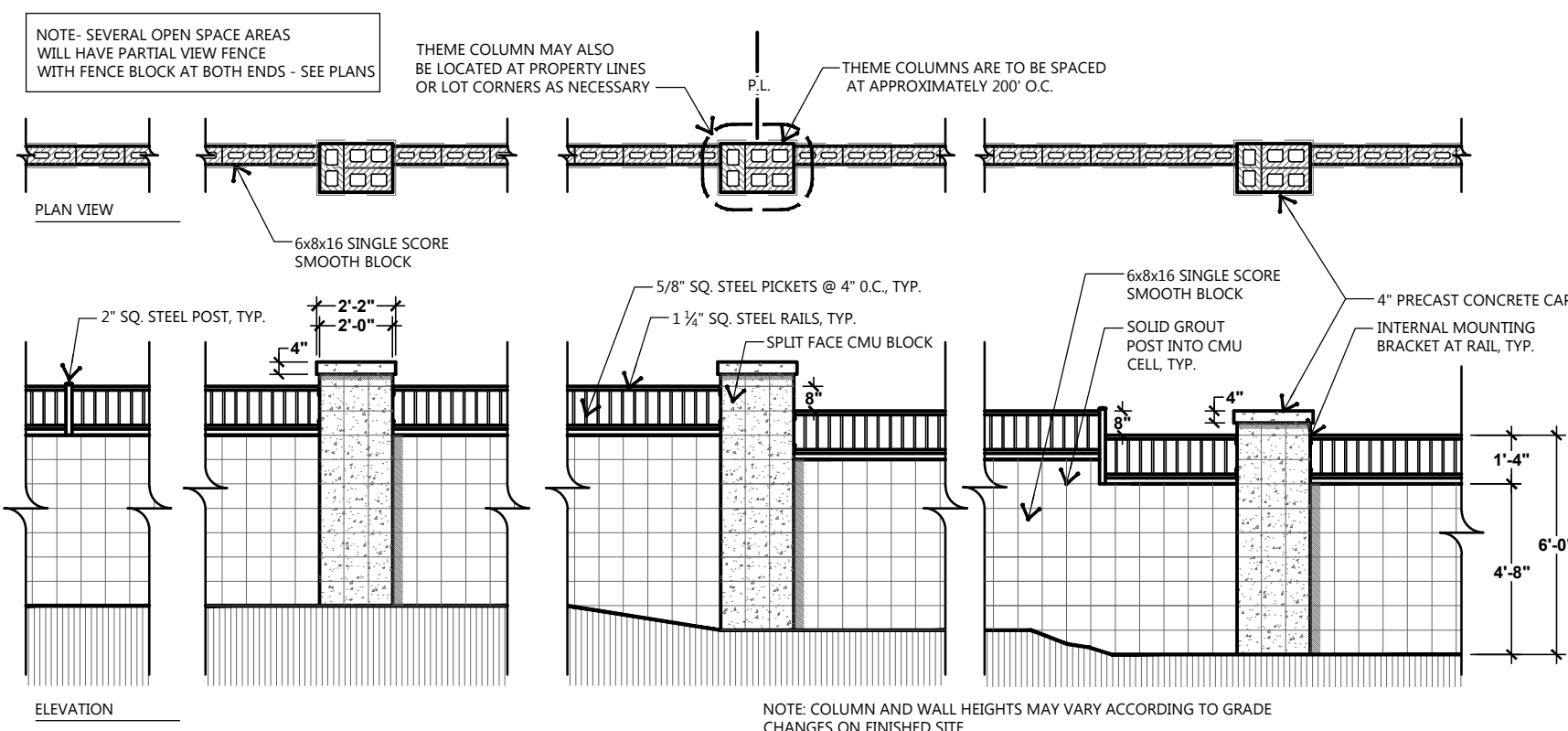
(COLUMN SPACING AT 200' O.C. & WHERE WALL MEETS A YARD DOOLEY WALL)

N.T.S.



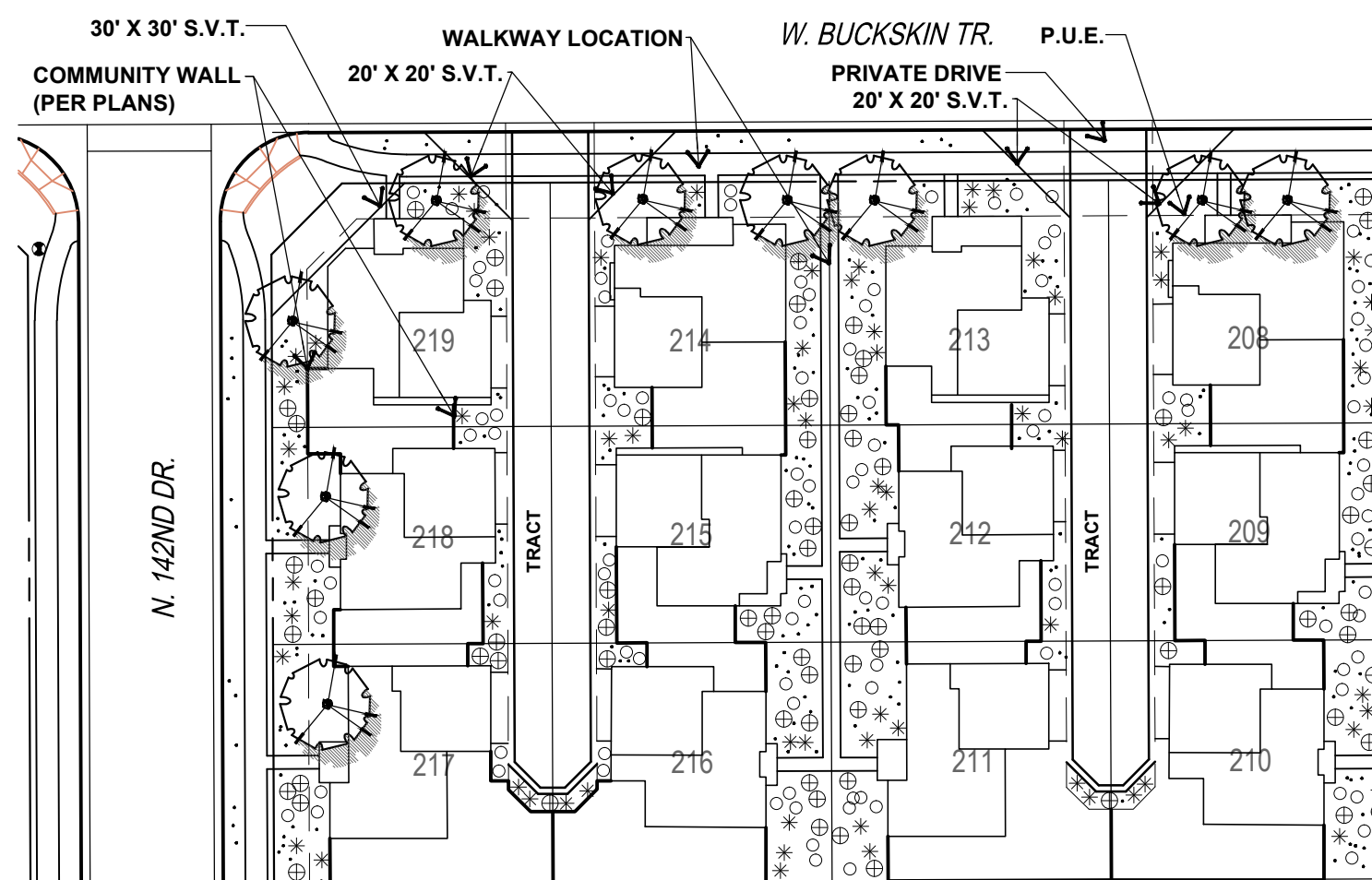
5 FENCE BLOCK WALL (PILASTER FENCE)

N.T.S.



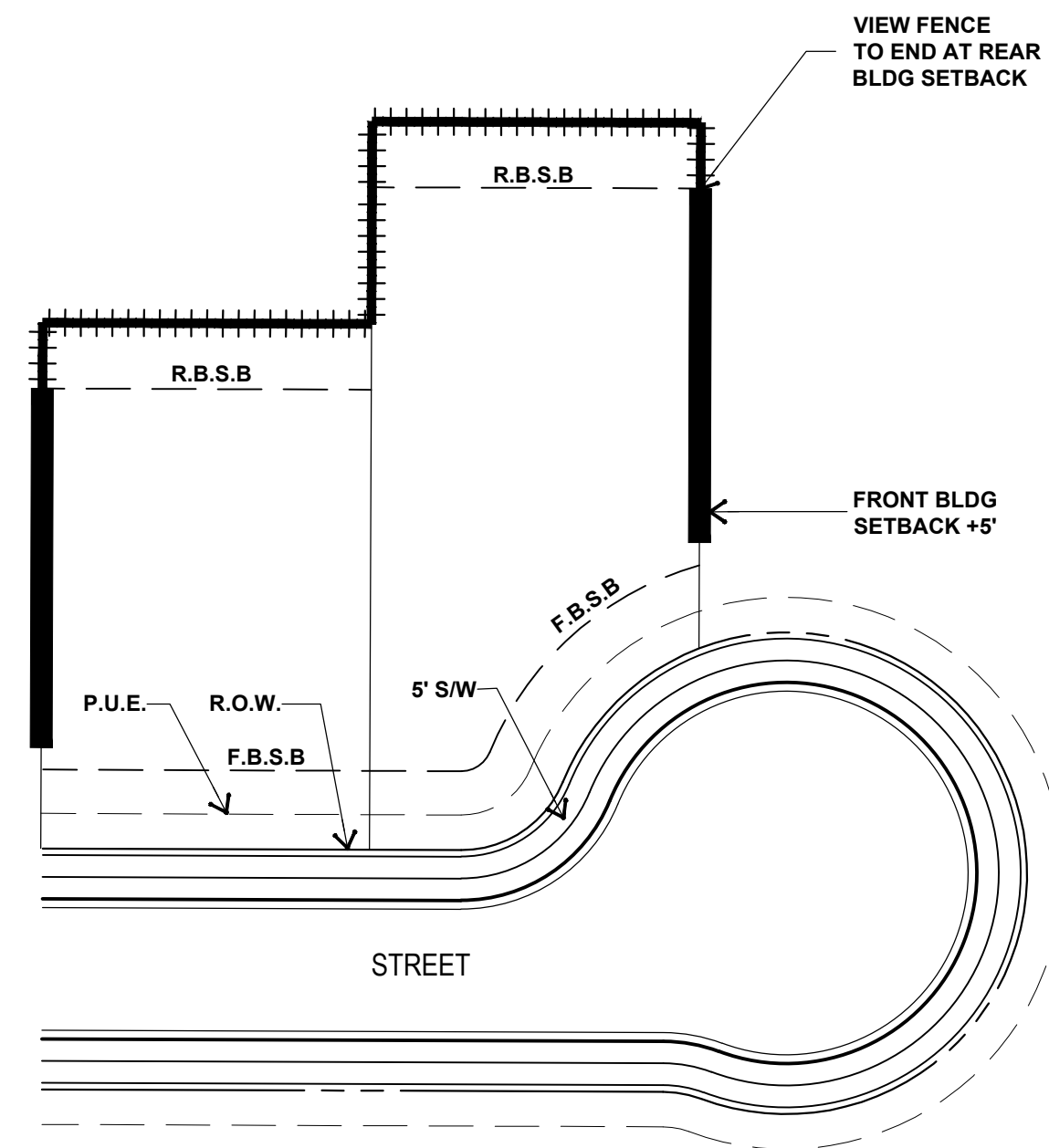
6 SHORT VIEW FENCE

N.T.S.



7 TYPICAL 6 PACK PAD LANDSCAPE

N.T.S.



8 LOCATION FOR BEGINNING OF WALL

N.T.S.

BOLLARD
CBM1105H
BB3



NOTE: PEDESTRIAN LIGHTING BOLLARDS SPACED APPROXIMATELY EVERY 200 FEET ALONG TRAIL CORRIDORS.

LED lamp details

LED code	Lumen output	efficacy (lm/W)	Wattage	LED Wattage System	BUG rating	HPS equivalency
TGAP-3L-12W	675	45	12	15	B1-U2-G1	35W
TGAP-5L-16W	940	47	16	20	B1-U2-G1	35W
TGAP-3L-24W	1204	43	24	28	B1-U2-G1	50W
TGAP-5L-32W	1575	45	32	35	B1-U2-G1	50W

IES-TM-21: Calculated L70 is over 75,000 hours
IES-TM-21: Reported more than 36,000 hours
Equivalency should always be verified by a third party photometric test.
See latest results and updates on website at www.cplighting.com

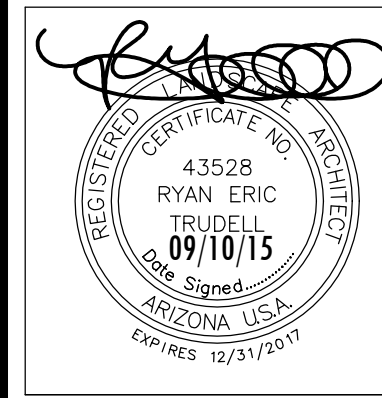
LED 4000K + - 150K 70 CRI minimum

9 LIGHTING BOLLARDS

FOR ALL MULTI USE TRAILS

N.T.S.

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Rancho Mercado Unit 1

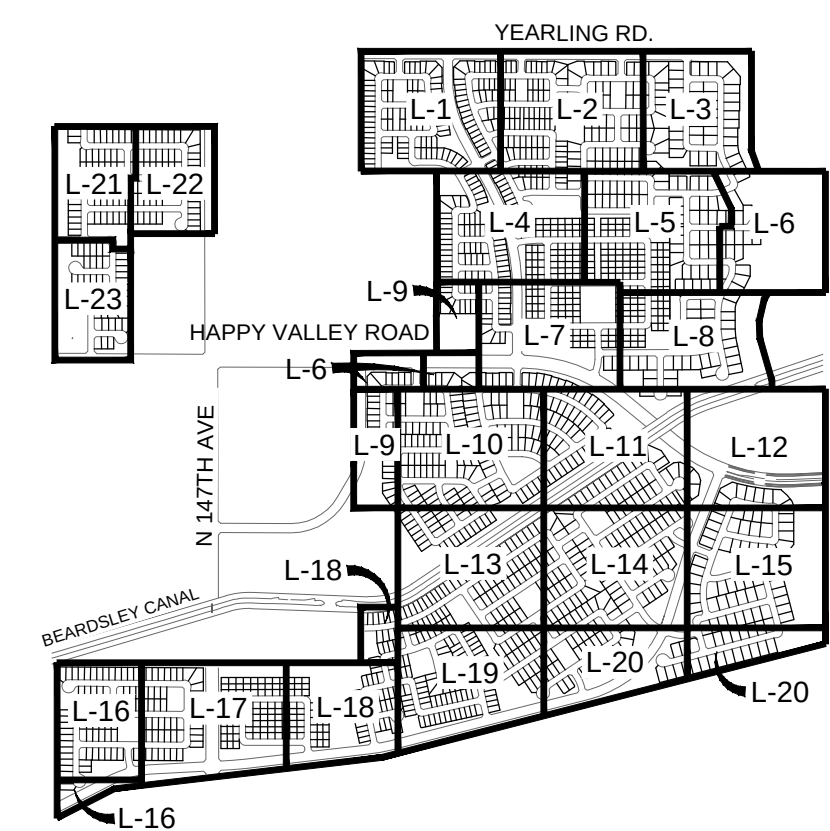
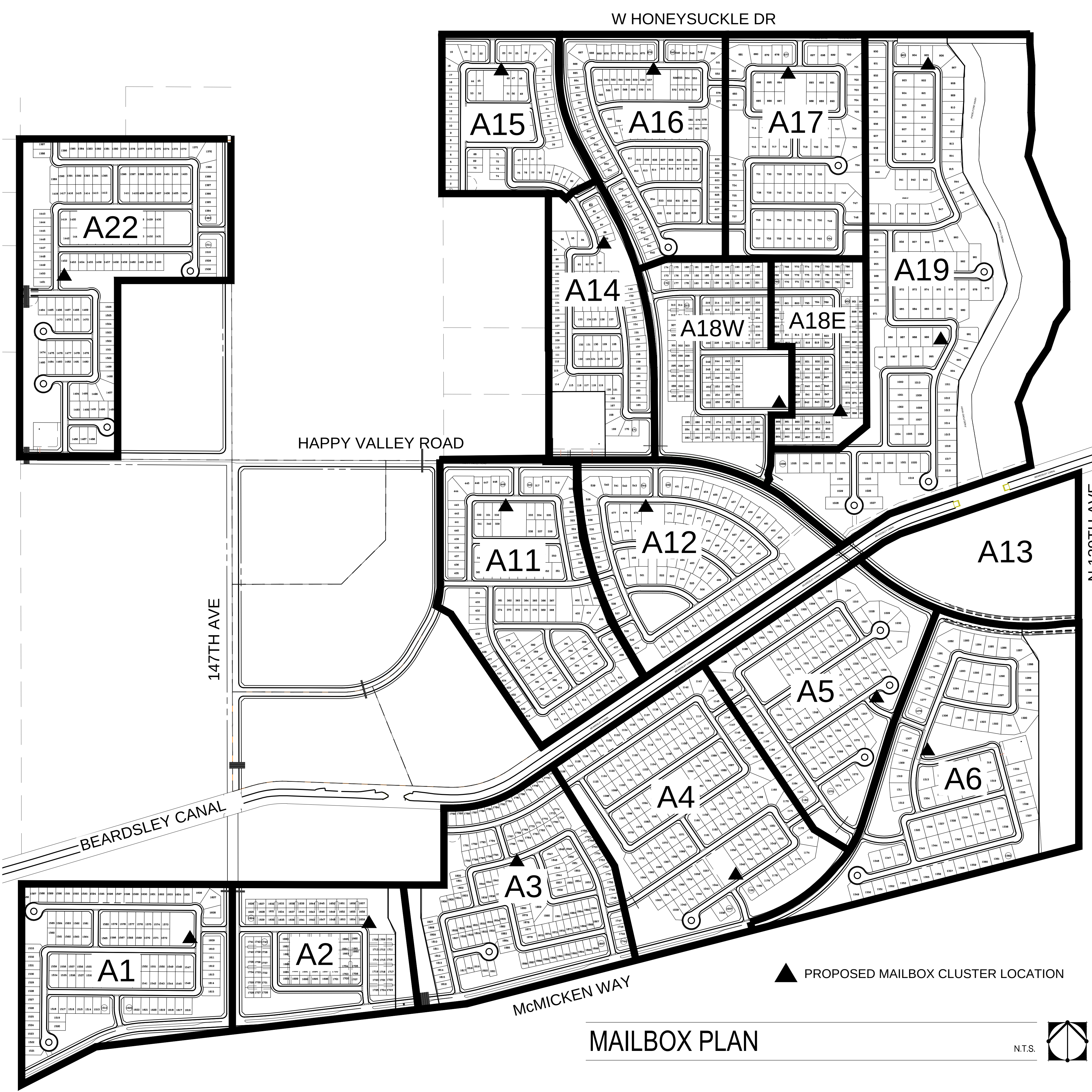
Happy Valley Road and Litchfield Road Surprise, Arizona

WALL / MON. SIGN AND LS DETAILS

COPYRIGHT LVA URBAN DESIGN STUDIO, LLC ©

NOT FOR CONSTRUCTION

Revision	Date
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△	
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△	
	
William Lyon Homes, Inc.	
Date:	09/10/15
Job No.:	0342.3
Drawn:	STAFF
SHEET #	
W-6 _{30 OF 31}	



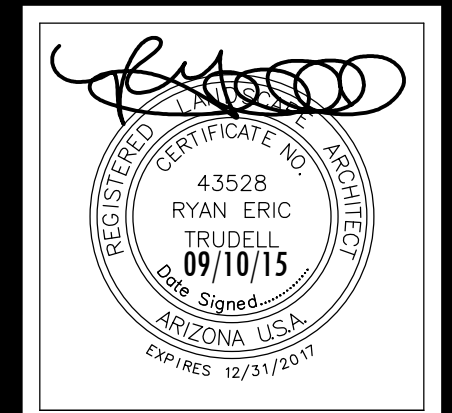
SHEET INDEX N.T.S.

NOTE:
ALL MAILBOX LOCATIONS AND SIZES ARE
PRELIMINARY AND ARE SUBJECT TO FINAL
APPROVAL BY THE U.S.P.S.

NOTE:
ADEQUATE LIGHTING FIXTURES WILL BE
PROVIDED IN MAILBOX LOCATIONS.
DETAILS TO BE PROVIDED WITH FINAL PLANS.

MAILBOX PLAN N.T.S.

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Rancho Mercado Unit 1
Happy Valley Road and Litchfield Road Surprise, Arizona
MAILBOX PLAN

NOT FOR
CONSTRUCTION

William Lyon Homes, Inc.

Revision	Date
1	09/10/15
2	0342.3
3	STAFF

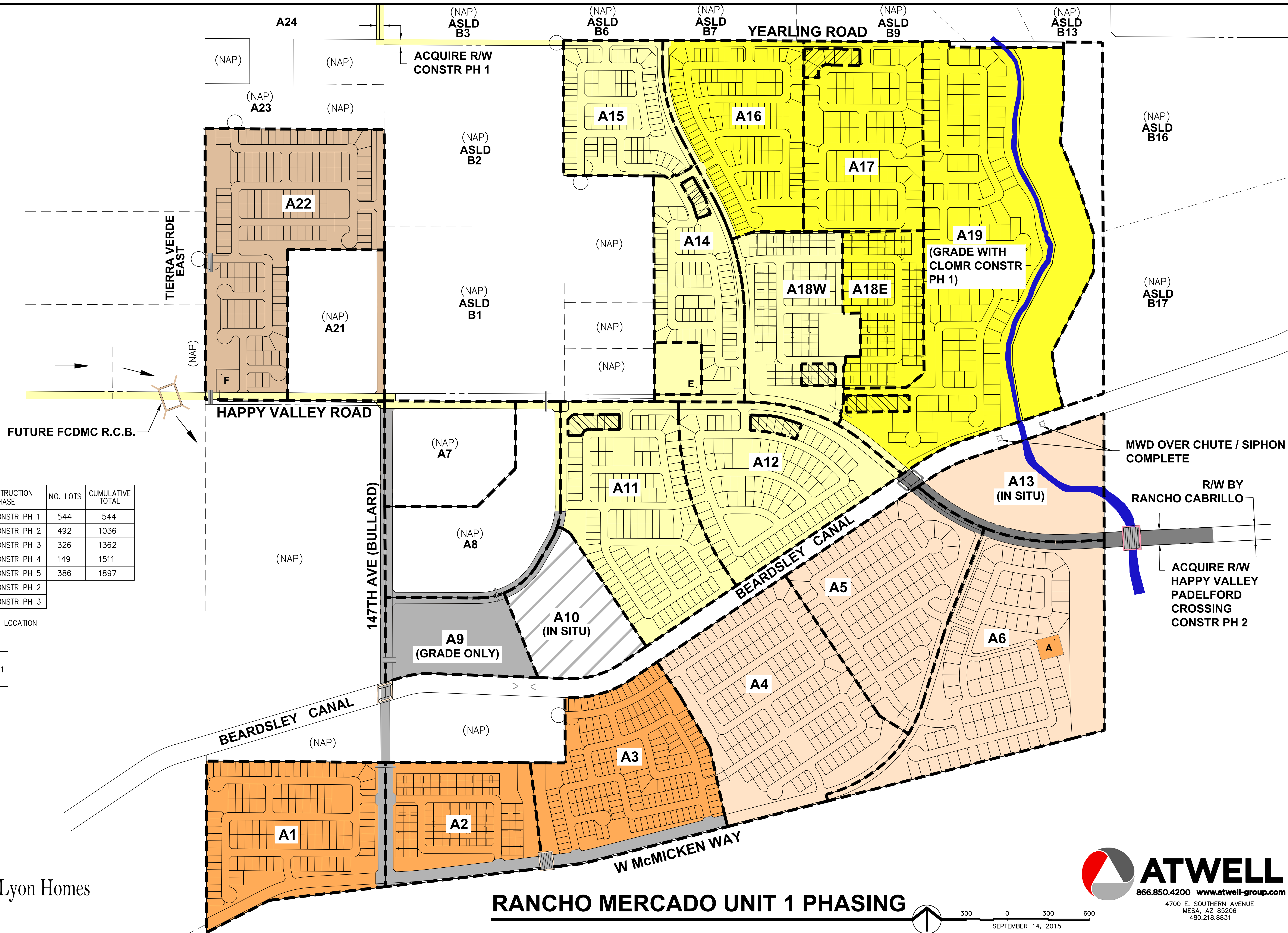
SHEET #
M-1 31 OF 31

CASE #FS15-069

P.A.D. SUB PHASE	CONSTRUCTION PHASE	NO. LOTS	CUMULATIVE TOTAL
PAD PH 1A	CONSTR PH 1	544	544
PAD PH 1B	CONSTR PH 2	492	1036
PAD PH 3A	CONSTR PH 3	326	1362
PAD PH 2A	CONSTR PH 4	149	1511
PAD PH 3B	CONSTR PH 5	386	1897
PAD PH 3A	CONSTR PH 2		
PAD PH 2A	CONSTR PH 3		

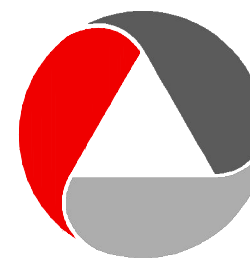
 APPROXIMATE 404 WASH LOCATION
 MODEL PHASE

CLOMR
 PADELFO RD CLOMR CONSTR PH 1
 5 EAST CLOMR CONSTR PH 3



William Lyon Homes

RANCHO MERCADO UNIT 1 PHASING


ATWELL
 866.850.4200 www.atwell-group.com
 4700 E. SOUTHERN AVENUE
 MESA, AZ 85206
 480.218.8831



Maricopa County

Department of Transportation

2901 W. Durango St
Phoenix, AZ 85009
Phone: 602-506-4856
Fax: 602-506-5969
www.maricopa.gov

September 11, 2015

Jason Penrod, PE
Project Coordinator, Atwell
4700 East Southern Ave
Mesa, AZ 85026

RE: Rancho Mercado – Happy Valley Road Improvements

Dear Mr. Penrod:

We have reviewed your request to extend Happy Valley Road west of El Granada Blvd. approximately 3600'. The review was based on your letter and exhibit dated 9/2/2015. From what has been provided, we think your request is reasonable as it appears that all MCDOT, MCFCD and MCP&D requirements are being met, and proposed phase improvements will meet the traffic volumes generated by this improvement. Any drainage diversion caused by the roadway must be conveyed outside of the proposed 135' right of way and the diversions will not be maintained by the County.

At this point you may proceed with a permit application through the MCDOT Permitting office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karl Rockwell".

Karl Rockwell, P.E.

MCDOT Permitting Branch Manager (Acting)

C: Denise Brewer
Paul Cook
Hossain Behbahani
Jennifer Toth
Jim Sargent
Bassem Naba



ONE COMPANY.
INFINITE SOLUTIONS.

September 2, 2015

Mr. Karl Rockwell, PE
Maricopa County Department of Transportation
2901 W. Durango Street
Phoenix, AZ 85009

Re: Rancho Mercado – Happy Valley Road Improvements

Mr. Rockwell,

Thank you for taking the time to review the proposed roadway improvements. The following information describes the Project:

INTRODUCTION

Rancho Mercado Unit 1 is a 1,310-acre project located in the City of Surprise in portions of Section 4, Section 5, Section 8, and Section 9 of Township 4 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona. The property east of Rancho Mercado is currently in the early stages of development as part of the Rancho Cabrillo Development. To provide access to Rancho Mercado, two roadways are required, one from the west and one from the east as the primary and secondary access. As determined by the Rancho Mercado Traffic Impact Analysis, each access is required to include 2 travel lanes, one lane in and one lane out. The primary access will fall within the City of Surprise jurisdiction and will be constructed from 163rd Avenue to the west side of the Rancho Mercado near 147th Avenue (Bullard alignment). On the East side of Rancho Mercado, Happy Valley Road is proposed to be extended from the property line to the existing intersection of W. Happy Valley Road and N. El Granada Boulevard. This portion of Happy Valley Road is considered the secondary access and will be under the jurisdiction of Maricopa County Department of Transportation (MCDOT). This letter discusses the secondary access and will refer to it as the "Site" or "Project".

EXISTING IMPROVEMENTS

East of the of the existing intersection of W. Happy Valley Road and N. El Granada Boulevard, the existing roadway improvements consist of a bike lane and 2 travel lanes on each side of a center median with enough right of way to accommodate the expansion of the road from 2 travel lanes to 3 travel lanes when traffic volumes warrant expansion. With the absence of development on the north side of the road, the existing terrain drains in a sheet flow pattern until it reaches the existing road which directs the flows to strategically located culvert crossings.

HORIZONTAL DESIGN

As an interim condition, the proposed roadway will consist of a paved shoulder and one travel lane in each direction on each side of a median. The total width of asphalt will be 20-feet on each side to provide access to emergency vehicles during the interim condition. Design parameters have been used to allow future expansion when traffic volumes warrant the expansion. The roadway geometric design has been determined using a worst case mix of MCDOT and American Association of State Highway and Transportation Officials (AASHTO) standards. The following is a list of the design standards used for laying out the geometry of the roadway.

- 55-mph design speed (posted 45-mph)
- 2% super elevation, (3 lanes rotated around the hinge point of the median curb gutter)

- 1400-foot centerline radius (1349-foot minimum radius for the inner most lane of MCDOTs Urban Principal Arterial Road, Fig 5.7)
- Runoff = 120' (70% or 84-feet of the Runoff within the tangent. MCDOT requires between 60% - 80%)
- Runout = 120'
- Maximum Relative slope 1:213 (AASHTO)
- bw (adjustment factor) = 0.67 (AASHTO)
- Maximum Relative Gradient = 0.47 (AASHTO)
- Side Friction Factor = 13% (AASHTO)

VERTICAL DESIGN

Due to the conceptual stage of the Project, a vertical design has not yet been determined.

DRAINAGE

To provide proper drainage conveyance, 100-year event crossings will be provided at strategic locations designed and constructed to accommodate the future expansion of the roadway as traffic conditions warrant. Flows used to conceptually design the crossings were taken from the Wittmann Area Drainage Master Study Update, dated July 2004 revised October 2004.

Please see the attached exhibits for roadway geometry and drainage information.

RIGHT OF WAY

William Lyon Homes will be acquiring 130' of right of way (65' R/W each side of future Happy Valley Road centerline as shown on the attached Exhibit) from the current land owner for the Happy Valley Road connection from Rancho Mercado to N. EL Granada Blvd. WLH will be providing an ALTA Survey, Phase 1 Environmental Site Assessment, Class I Cultural Resources Records Review and a Biological Evaluation of this right of way area.

TRAFFIC REPORT

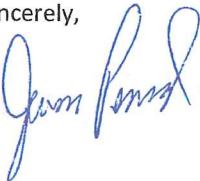
A Traffic Impact Analysis was completed by CivTech in May 2015 and provided to MCDOT.

CONCLUSION

The Happy Valley Road improvements required to provide a secondary access to the Rancho Mercado development are designed per MCDOT and AASHTO based on a 55-mph design speed and 45-mph posted speed. The improvements also provide the proper drainage systems to convey the 100-year storm event beneath the roadway and allow flows to continue along historic drainage paths.

Thank you for your prompt review of the Rancho Mercado Happy Valley Road improvements. If you have any questions please let me know.

Sincerely,



Jason Penrod, PE
Project Coordinator

MCDOT APPROVAL

Date



PRELIMINARY
NOT FOR
CONSTRUCTION
OR
RECORDING

PM. T. NORTHROP
DR. S. STAMM
JOB NO.
09001944
FILE NO.
09001944TRN6
TRN6

[illegible]

811
know what's below,
Call before you dig

CONCEPTUAL HAPPY VALLEY -
RANCHO CABRILLO

PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT



ATWELL
 866.850.4200 www.atwell-group.com
 4700 E. SOUTHERN AVENUE
 MESA, AZ 85206

[illegible]

Jack Eaton
Executive Director
Business Services

15802 North Parkview Place
Surprise, Arizona 85374
Phone: 623-876-7008
Fax: 623-876-7046
jack.eaton@dysart.org

www.dysart.org

May 7, 2015

City of Surprise
Community Development Department
16000 N. Civic Center Plaza
Surprise, AZ 85374

RE: Preliminary Plat FS15-096 School Site Concurrence

To Whom it May Concern:

This letter is to provide confirmation to the City of Surprise Community Development Department that the Dysart Unified School District #89 has reviewed the Rancho Mercado Phase 1 Preliminary Plat (Case # FS15-069) related to the proposed school site (Parcel A10). The Dysart USD is in concurrence that the location and size of the proposed school site is acceptable to the District based on the needs generated by this development.

The District and the developer are currently negotiating a Memorandum of Understanding (MOU) for the school site dedication/deeding and voluntary school rooftop fee which will be executed prior to, or concurrent with the first final plat approval. Thank you for providing the district with the opportunity to comment on this preliminary plat request.

Sincerely,



Jack Eaton
Executive Director of Business Services
Dysart Unified School District

Superintendent
Gail Pletnick, Ed.D.

Governing Board
Spencer Bailey
Suzanne Kellis
Bonnie Schroader
Traci Sawyer-Sinkbeil
Jennifer Tanner

Robert Kuhfuss

From: Robert Kuhfuss
Sent: Friday, December 18, 2015 11:03 AM
To: 'Rich Comroe'
Subject: RE: Happy Valley Crossing Access

Mr. Comroe,

Thank you for your email. I will include this and the attachment with the staff report to City Council.

Respectfully,

Robert H. Kuhfuss, AICP
Planner II
City of Surprise Community Development
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
O: 623-222-3137 | F: 623-222-3001
robert.kuhfuss@surpriseaz.gov

-----Original Message-----

From: Rich Comroe [<mailto:richc01@comroestudios.com>]
Sent: Thursday, December 17, 2015 7:42 PM
To: Robert Kuhfuss
Subject: Happy Valley Crossing Access

Please consider the Maricopa Trail, part of the trail that practically circles the entire county goes right through Rancho Mercado. The attachment depicts just the NW portion of the trail system that encircles Maricopa County. Note the attention provided on how the trail may cross Grand Avenue. I have personally consulted with Surprise Police who assured me that crossing Grand at the light at 163rd is permitted for pedestrians as well as OHV vehicles, while an underpass has also been made available for crossing under Grand (and Bell).

"No provision will be considered for OHV passage" was disappointing to hear at the Planning and Zoning Board. When you spoke of Happy Valley extension to 303 it would necessarily cross the Maricopa Trail, while extension of Happy Valley to the west to 163rd would be the first pavement to cross that stretch. I believe where Happy Valley crosses 147th (147th is currently unpaved) could potentially accommodate a simple intersection crossing, for example. It needn't encumber anything of expense. "No provision will be considered" sounds like a purposeful intent to block access. I hope this is not the case.

Rich Comroe
15733 W Charlotte Dr

112°25'0"W

112°23'45"W

112°22'30"W

112°21'15"W

112°20'0"W

112°18'45"W

Maricopa Trail

Grand Avenue - Westwing

Land Ownership

- Flood Control District
- Bureau of Land Management
- State trust land
- Private
- Maricopa County Parks & Recreation
- Trailhead
- Junction



Scale = 1:48,000

0.5 0 0.5 1 Miles

0.5 0 0.5 1 1.5 Kilometers



PLEASE NOTE!
Route crosses
private property.

See close-up
at right.



Maricopa County
Parks and Recreation

RESOLUTION #2016-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A PRELIMINARY PLAT ENTITLED "RANCHO MERCADO UNIT 1", A PORTION OF THE RANCHO MERCADO DEVELOPMENT GENERALLY LOCATED NORTH AND SOUTH OF THE HAPPY VALLEY ROAD ALIGNMENT, ON BOTH SIDES OF THE 147TH AVENUE (BULLARD ROAD) ALIGNMENT CONTINUING EAST TO THE APPROXIMATE 139TH AVENUE ALIGNMENT

WHEREAS, on May 25, 2007 the Mayor and City Council entered into a Pre-Annexation Development Agreement for Rancho Mercado;

WHEREAS, on October 11, 2007 the Mayor and City Council approved the Rancho Mercado Planned Area Development;

WHEREAS, the proposed Preliminary Plat is in compliance with the approved Pre-Annexation Development Agreement except to the extent of the Happy Valley Road improvements within the site;

WHEREAS, the proposed Preliminary Plat is in general compliance with the Surprise Municipal Code and Surprise General Plan 2035; and,

WHEREAS, the Mayor and City Council believe it is in the best interest of the citizens of the City of Surprise to approve the Preliminary Plat;

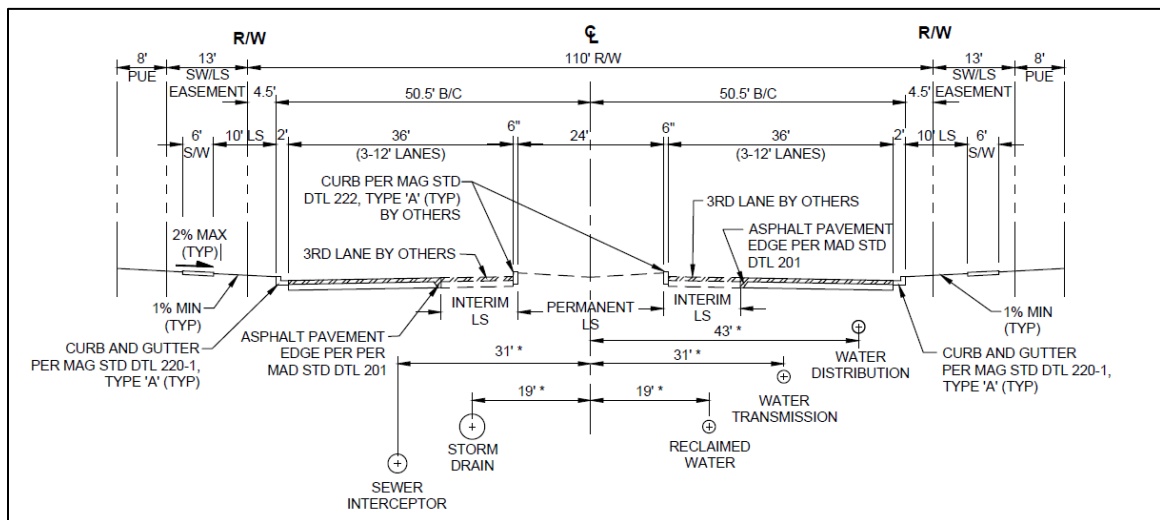
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. The Preliminary Plat entitled "Rancho Mercado Unit 1," generally located as indicated on attached Exhibit A and in the form presented to City Council this date, is approved subject to the following stipulations:

- a. Development of the site shall be in conformance with the Preliminary Plat entitled "Preliminary Plat for Rancho Mercado Unit 1", consisting of 21 full-size sheets, prepared by Atwell Engineering and stamped received September 18, 2015, except as modified below.
- b. Landscaping and amenities of the site shall be in conformance with the Preliminary Landscape Plans entitled "Rancho Mercado Unit 1 Preliminary Landscape Plan", consisting of 31 full-size sheets, prepared by LVA Urban Design Studio and stamped received September 18, 2015, except as modified below.

- c. The applicant is aware that the City is upgrading Happy Valley Road from a Minor Arterial to a Major Arterial. Staff has provided a modified Minor Arterial Street Standard Detail 3-02 as depicted below, which would allow for a third lane to be constructed by others in the future while still maintaining the right-of-way for Happy Valley Road at a Minor Arterial Standard. The applicant is not obligated to expand the Happy Valley Road right-of-way nor construct Happy Valley Road to the Modified Minor Arterial Standard; however, if the applicant elects to expand the Happy Valley Road right-of-way to a Major Arterial standard the City will consider the following:

1. Modification to the Bullard Road cross section;
2. Modifications to the lotting plans involving less than 3% of the total number of lots and/or less than 5 acres of open space may be considered minor revisions to the approved preliminary plat and the final plat may be processed subject to the review and approval of the Community Development Director.



- d. Prior to submittal of the applicable Final Plat or MOD, the applicant shall make sure it has supplied the City with the Bridge Construction and Access Easements. While the City will work with the Maricopa Water District (MWD) as needed, Rancho Mercado shall take the lead and ensure the easements are completed.
- e. Prior to the approval of the first Final Plat, the applicant shall prepare an independent Traffic Impact Analysis to analyze a connection to the State Route 303 at Litchfield Road for horizon years 2021 and 2036.

- f. All Final Plats shall include a Plat Note advising of the fact that Happy Valley Road may become a six-lane Major Arterial at some point in the future.

APPROVED AND ADOPTED this _____ day of _____ 2016.

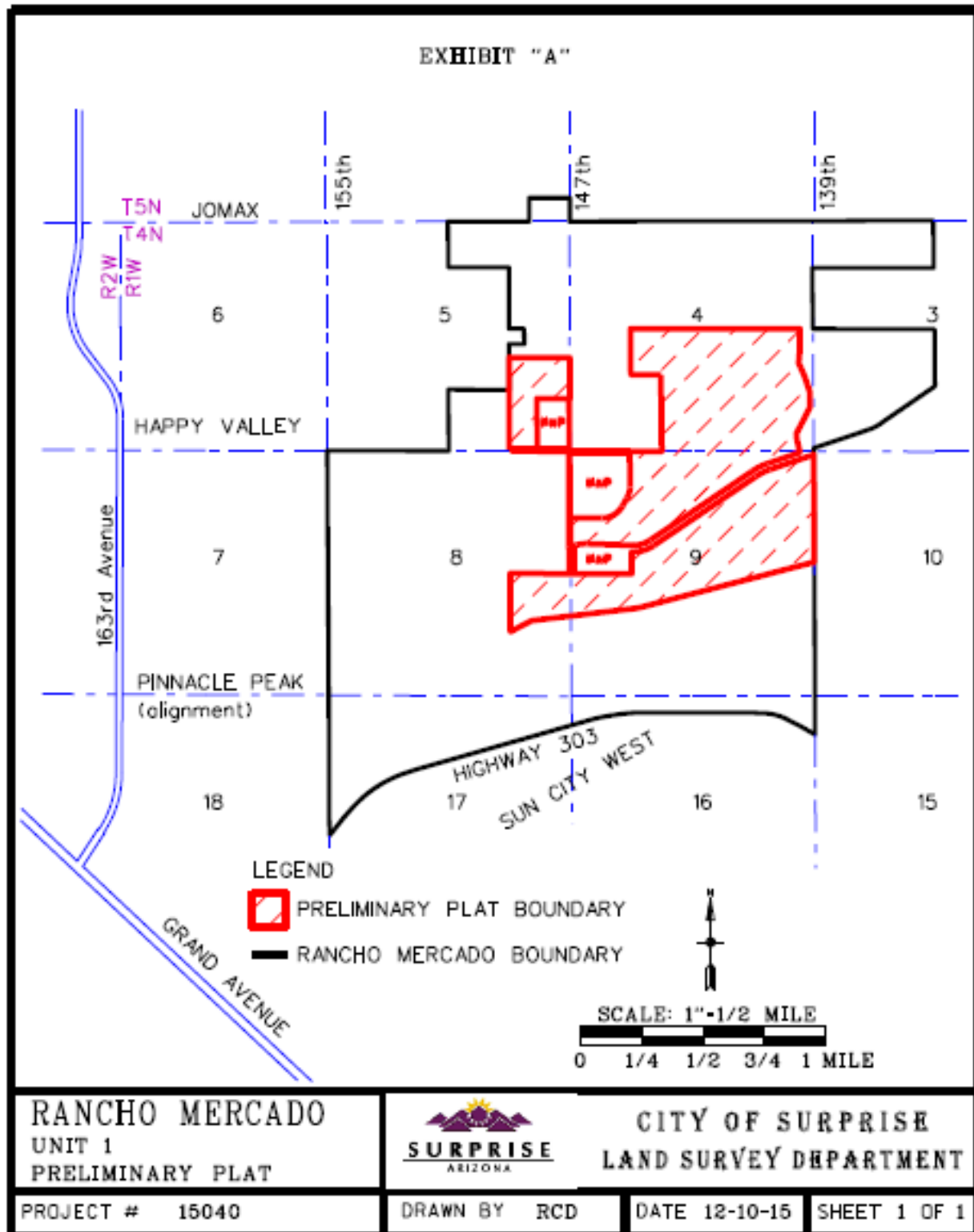
Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



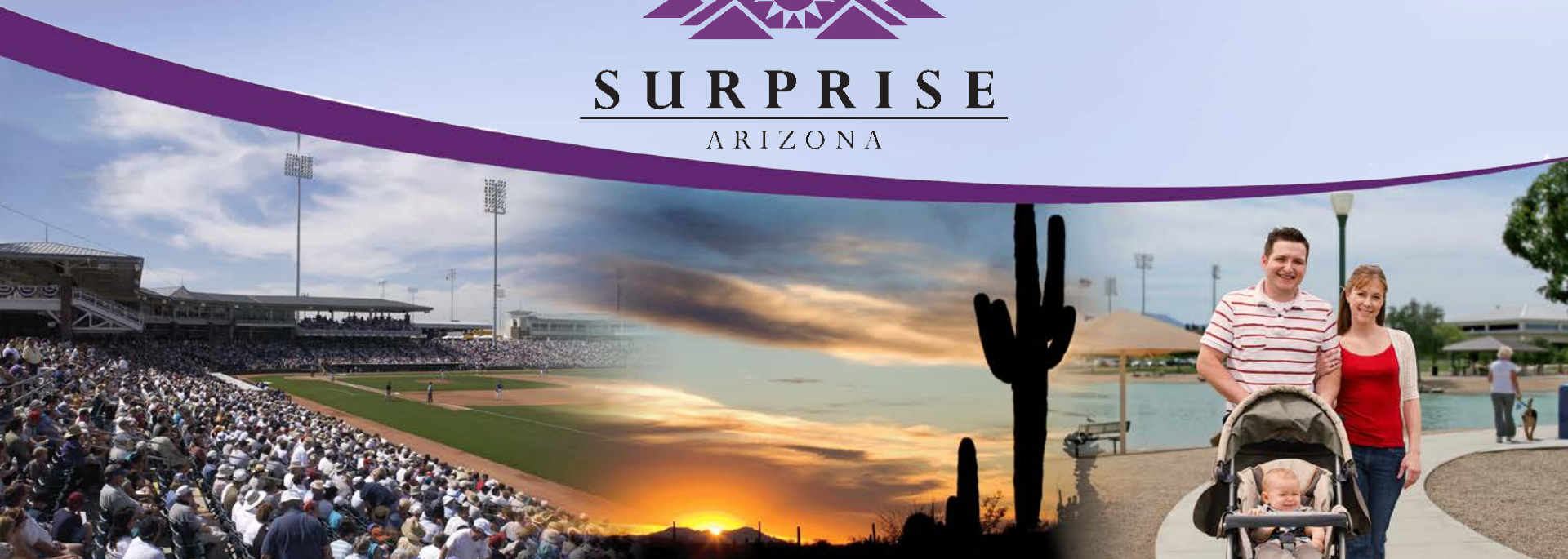
FS15-069

Rancho Mercado Unit 1

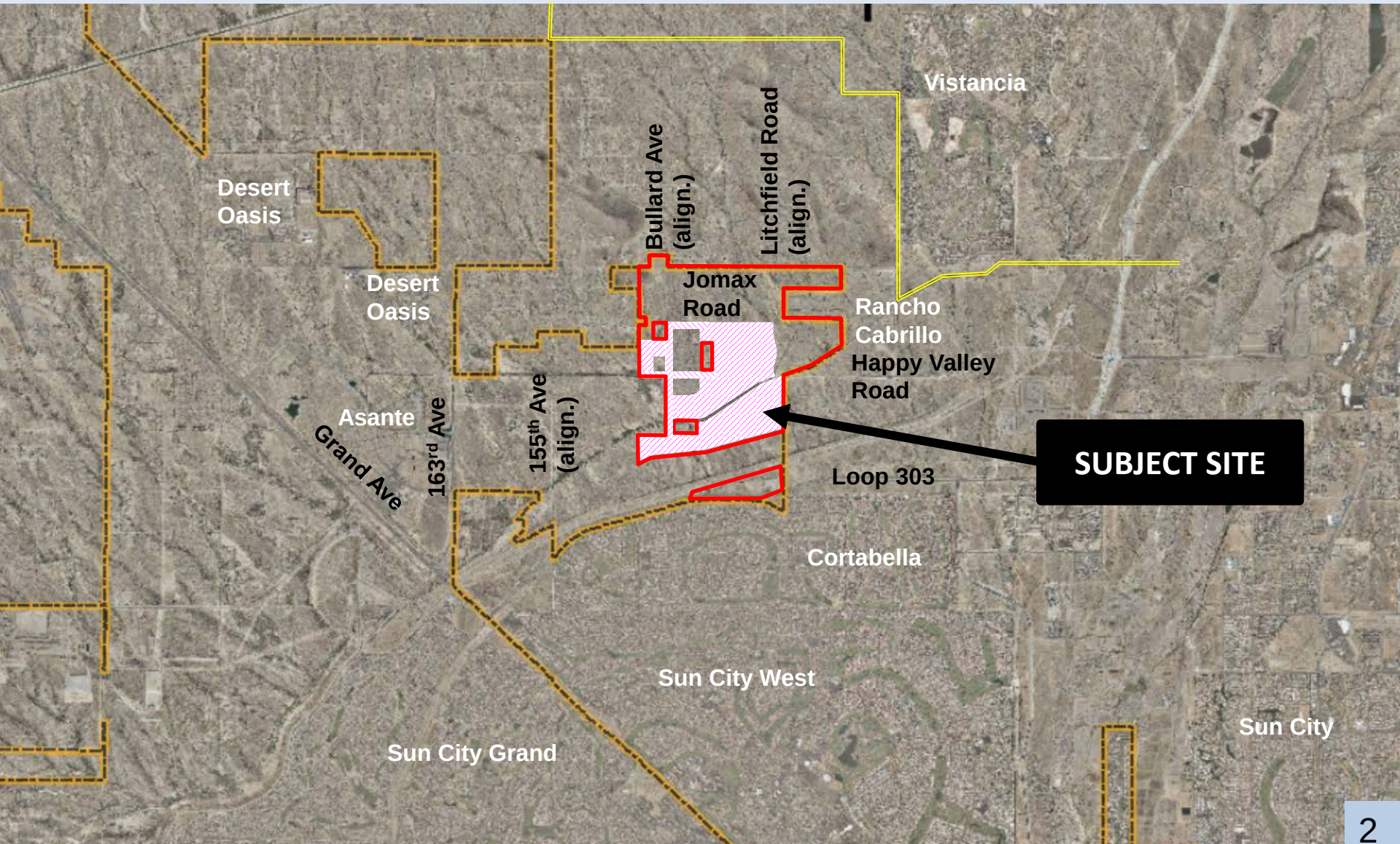
Preliminary Plat

City Council Meeting

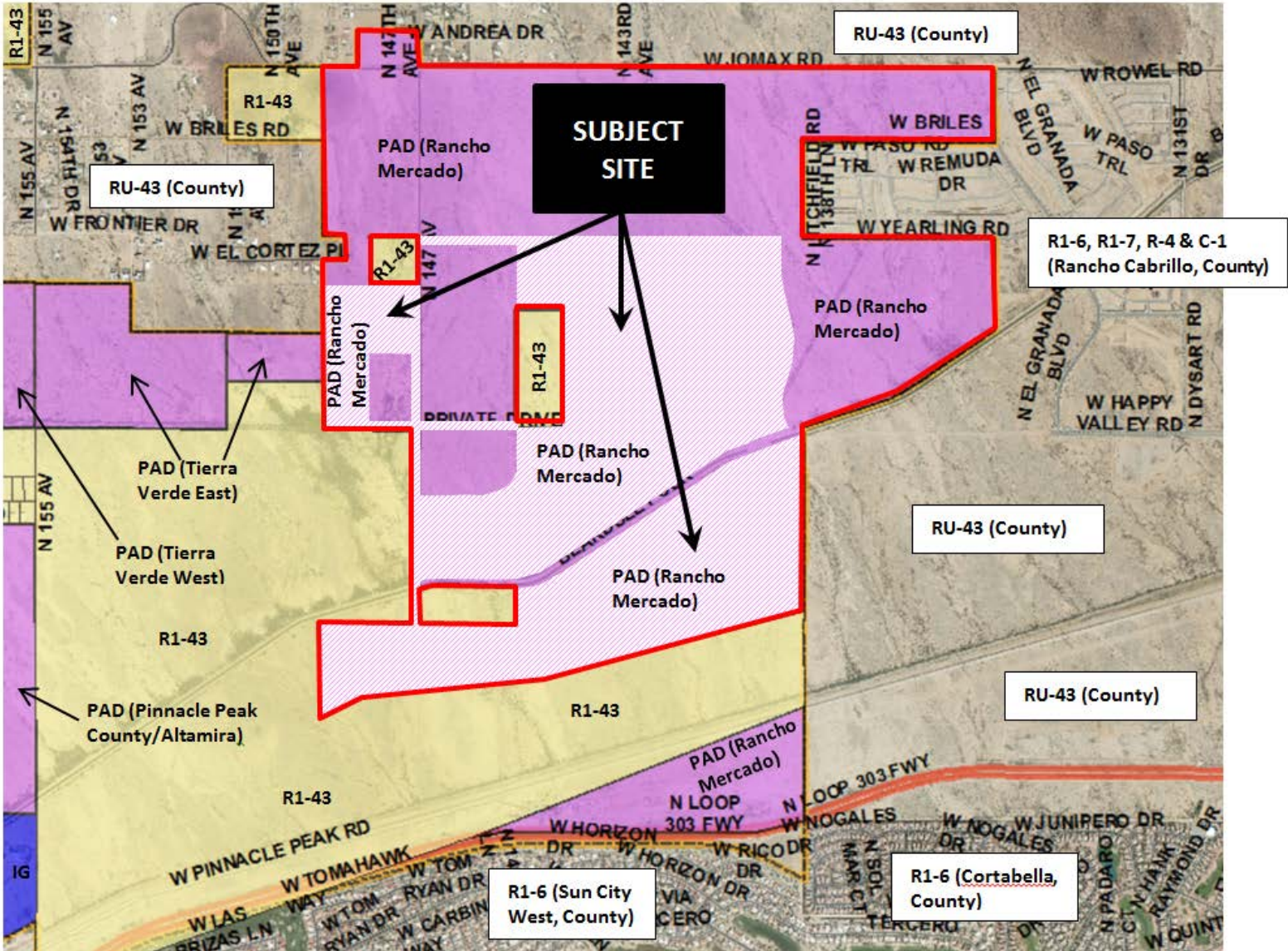
January 5, 2016



Vicinity Map



Case Map



FS15-069 Rancho Mercado Unit I Preliminary Plat



Rancho Mercado

City of Surprise, Arizona

Planned Area Development
Figure 6
Land Use Master Plan

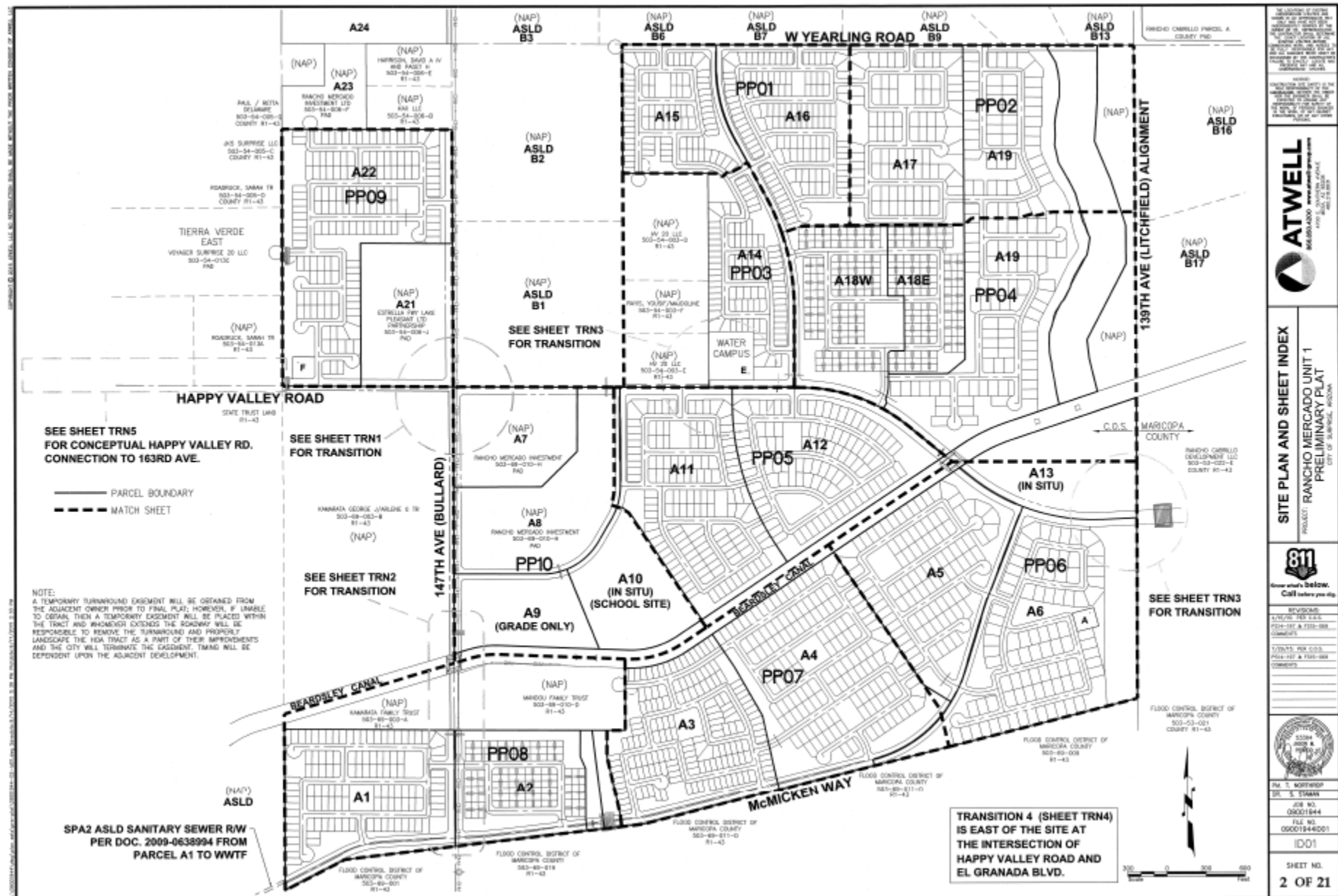
LEGEND

- Low Density Residential (LDR) 2.0-5.0 du/acre
- Low Medium Density Residential (LMDR) 4.0-6.0 du/acre
- Medium Density Residential (MDR) 5.0-10.0 du/acre
- High Density Residential (HDR) 15.0+ du/acre
- Community Commercial
- Commercial / Employment
- Educational/School
- Recreational/Open Space
- Open Space/Water Corridor
- Flow Station
- Proposed Future Loop 303 Interchange
- Neighborhood / Community Trail
- Property Boundary
- Proposed Mini Parks (Locations TBD at time of plat)
- Well Site
- Water Campus



Date: 06-26-06
Drawn By: MR
Revised: 10-06-10







ATWELL
888.830.4200 www.atwell-group.com
4750 E. 100th Avenue
Mesa, AZ 85209
480.211.6631

DETAIL SHEET



Know what's below.
Call before you dig.

PERMITS/CHG
4/15/15 PER C.O.B.
EST-107 & EST-089
COMMENTS
5/20/15: CHG C.O.B.

FIGURE 107 ■ FIGURE 108

(TABLE 17)



DR. T. MATHWON
DR. S. STAMAN

DATE/TIME
FILE NO.
09001944DT01
DT01
PAGE NO.

4 OF 21

FS15-069 Rancho Mercado Unit I Preliminary Plat



Rancho Mercado

City of Surprise, Arizona

Planned Area Development
Figure 7
Open Space and Trails
Master Plan

LEGEND

- Recreational Open Space
- Open Space/Walk Corridors
- Fire Station
- Proposed Future Lane and Interchanges
- Neighborhood / Community Trail
- Property Boundary
- Proposed Mini Parks (Installations TBA at time of plat)
- Well Site
- Water Campus
- Monument Signs



Date: 06-26-06
Drawn By: DM
Revised: 10-06-10



Master Planned Communities, Land Planning, Site Planning & Design, Environmental Analysis & Landscape Design
7002 East Main Street
Glendale, Arizona 85141
Phone: 602.954.1000
Fax: 602.954.1001
www.lvaaz.com

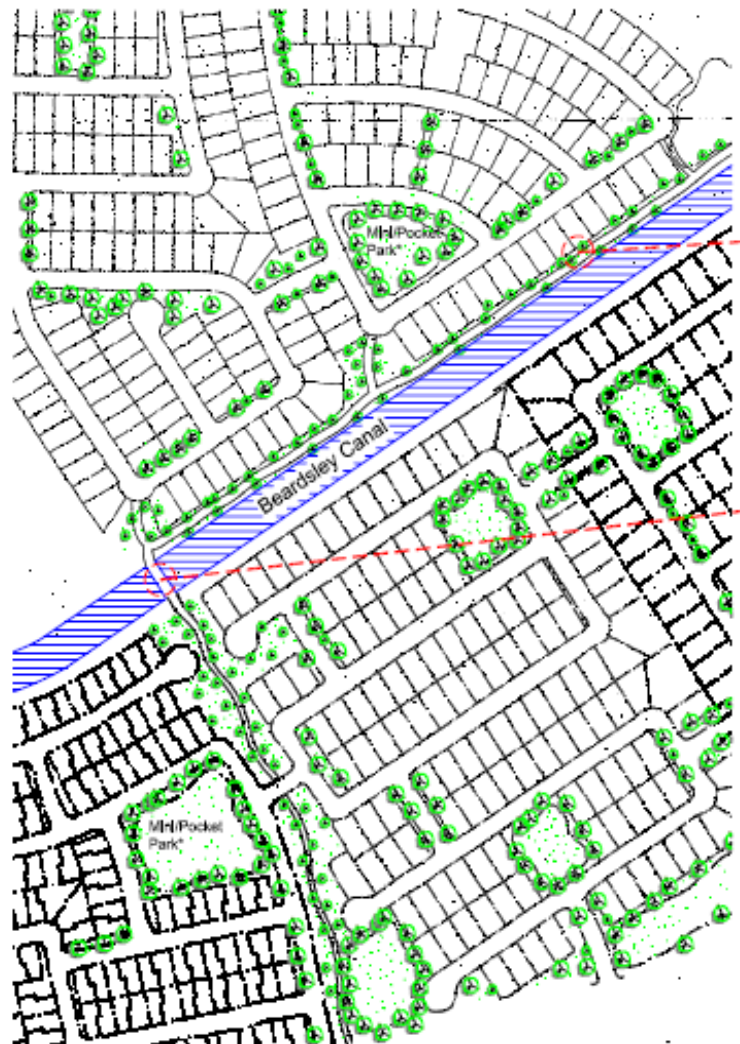
FS15-069 Rancho Mercado Unit I Preliminary Plat



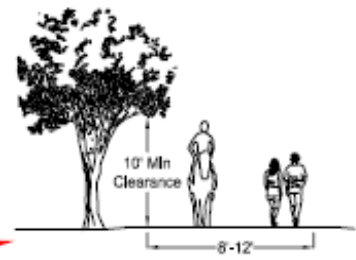
Rancho Mercado

City of Surprise, Arizona

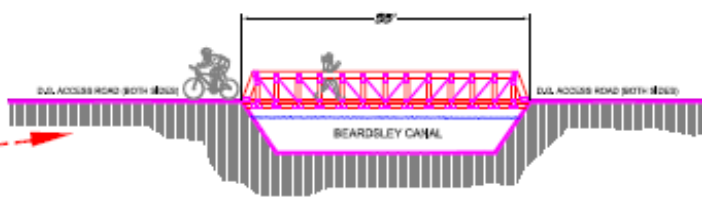
Planned Area Development
Figure 8
Mini Parks, Trails
and Wash Connection
Details



Typical Subdivision Open Space
* Improvements to MiniPocket Parks not shown, but are described in the text.



Typical Multi-Use Trail Cross Section



Beardsley Canal Pedestrian Crossing

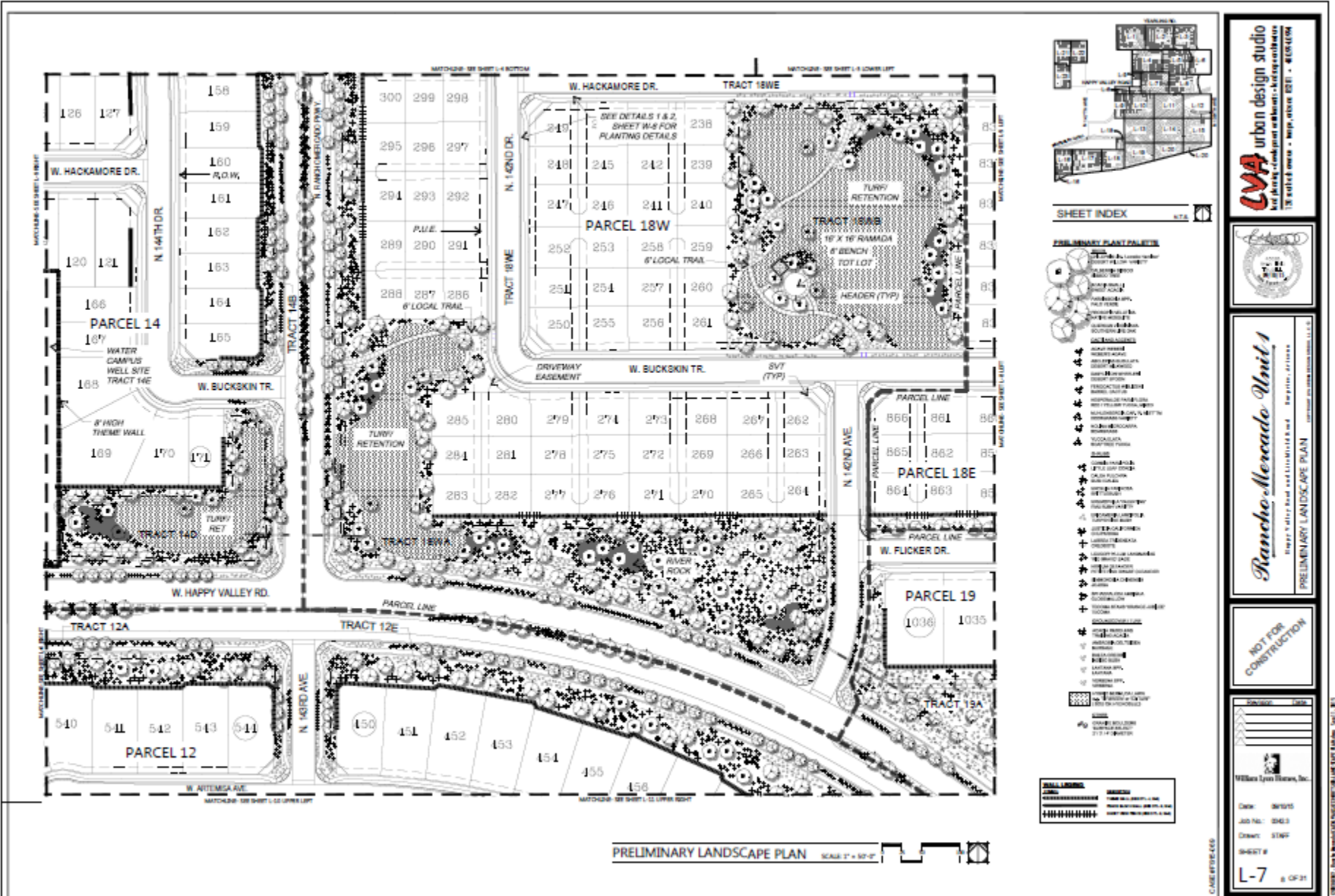


Typical Wash Corridor Treatment



Date: 06/26/06
Drawn By: DM
Revised: 07/06/06

FS15-069 Rancho Mercado Unit I Preliminary Plat



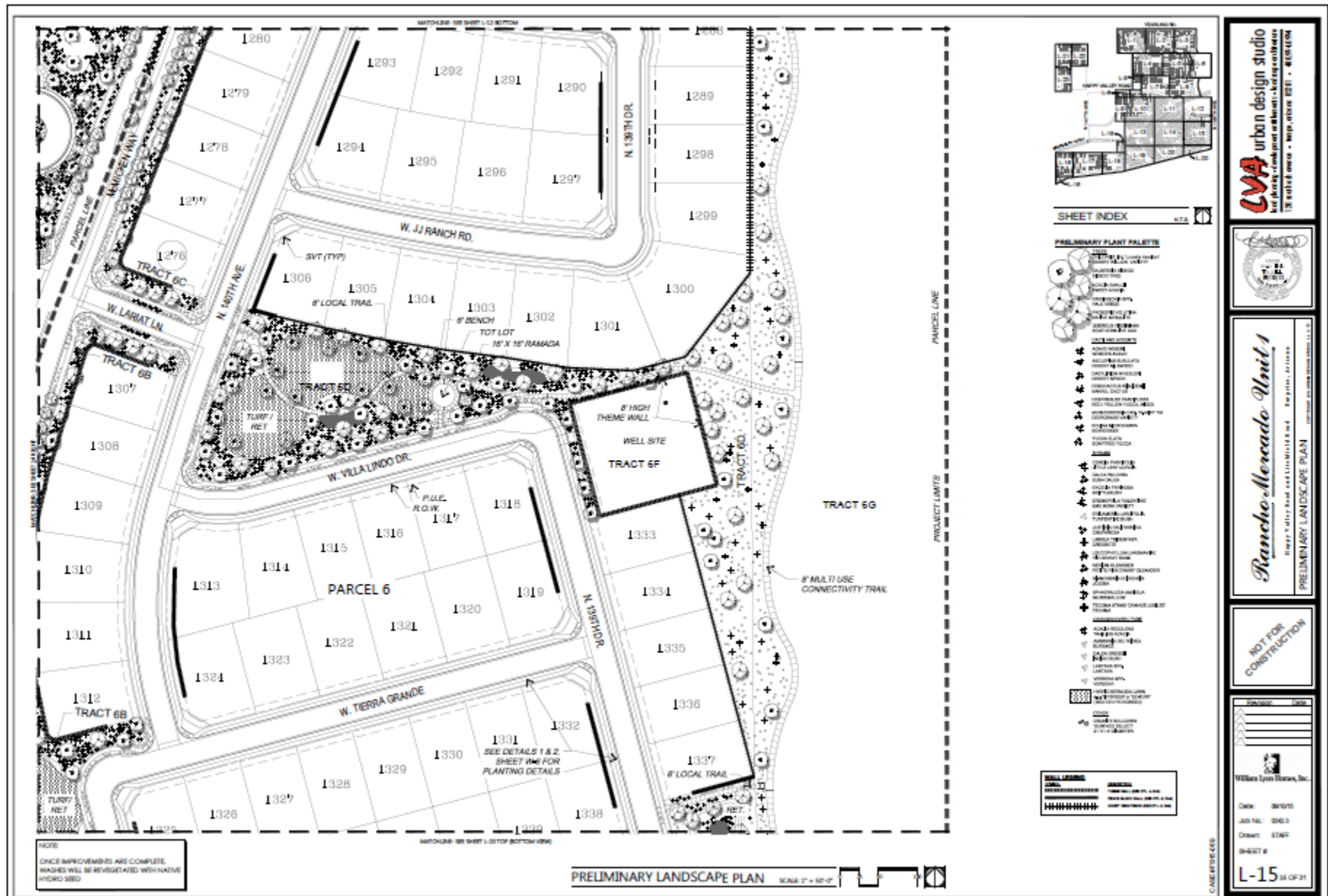
LVA urban design studio
landscape architecture
1000 E. Camelback Rd. Suite 100
Phoenix, AZ 85014
Tel: 602.944.1111
www.lvaaz.com

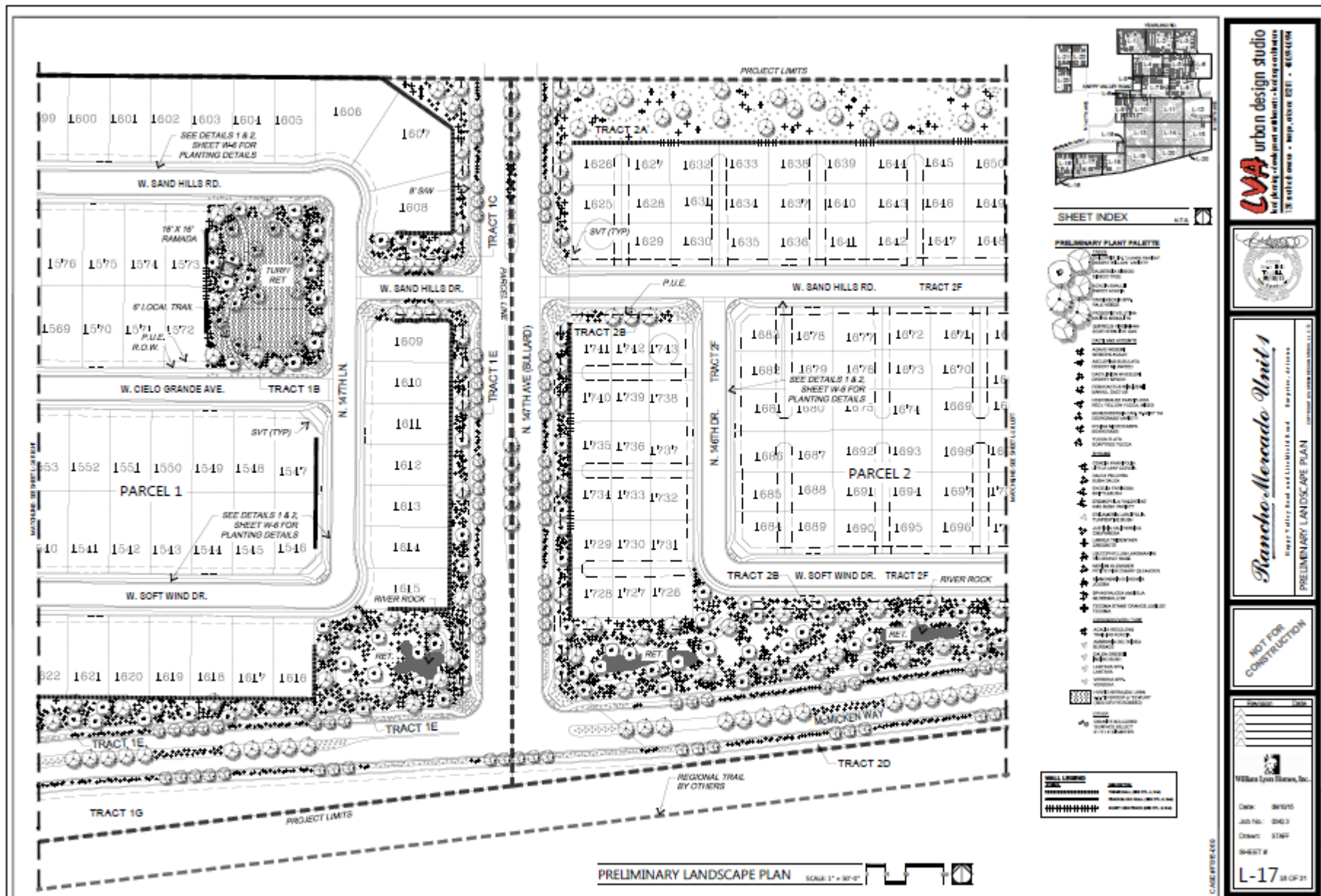


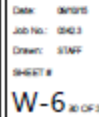
Rancho Mercado Unit I
Preliminary Landscape Plan
10/15/15

NOT FOR CONSTRUCTION

UTAH LVA, INC.
1000 E. Camelback Rd. Suite 100
Phoenix, AZ 85014
Tel: 602.944.1111
www.lvaaz.com





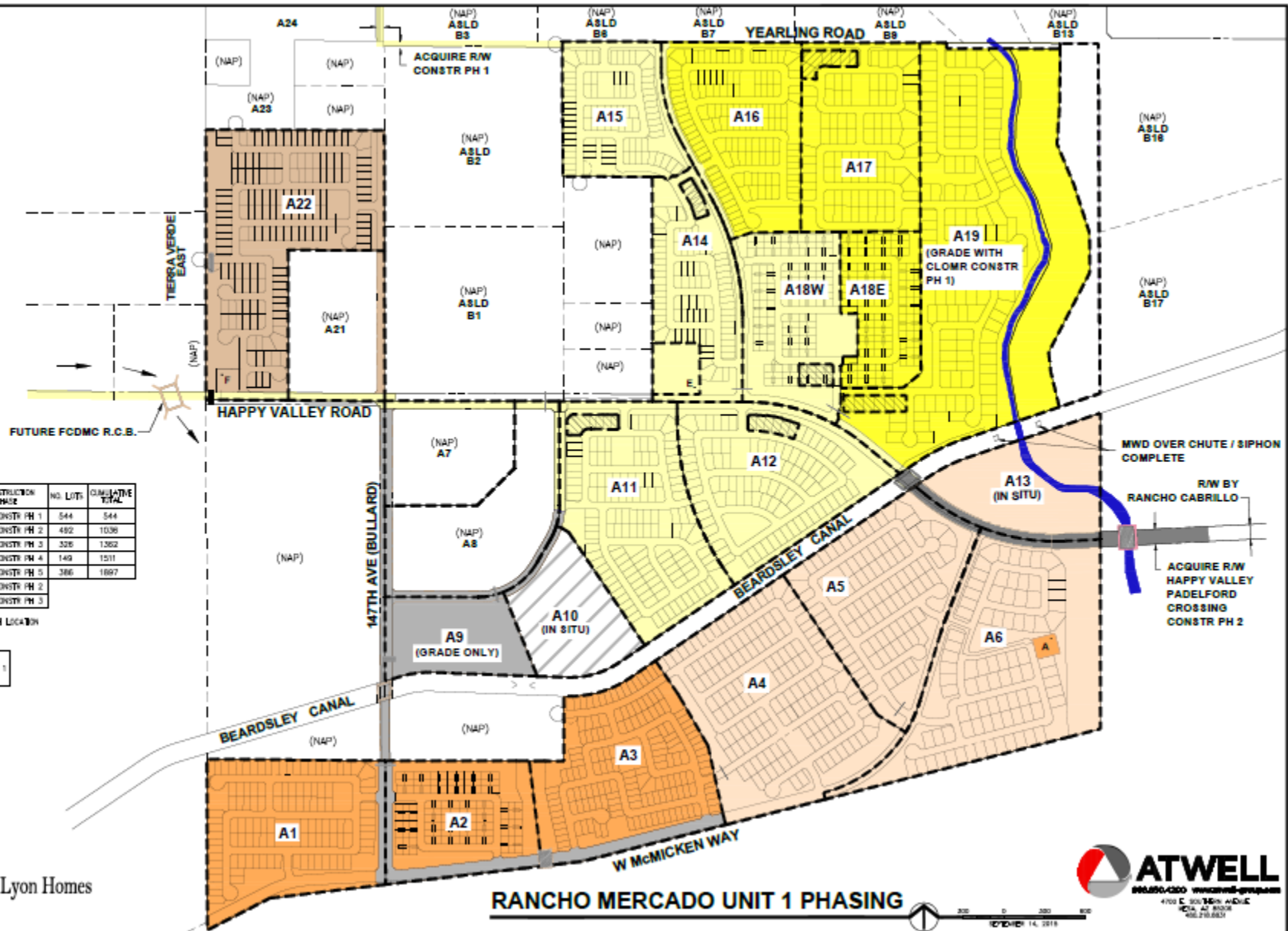


City of Surprise, Arizona

LEGEND

-  Phase 1 (2012 - 2014)
-  Phase 2 (2014 - 2016)
-  Phase 3 (2016 - 2018)
-  Phase 4 (2018 - 2020)
-  Phase 5 (2020 - 2022)
-  Phase 6 (2022 - 2024)



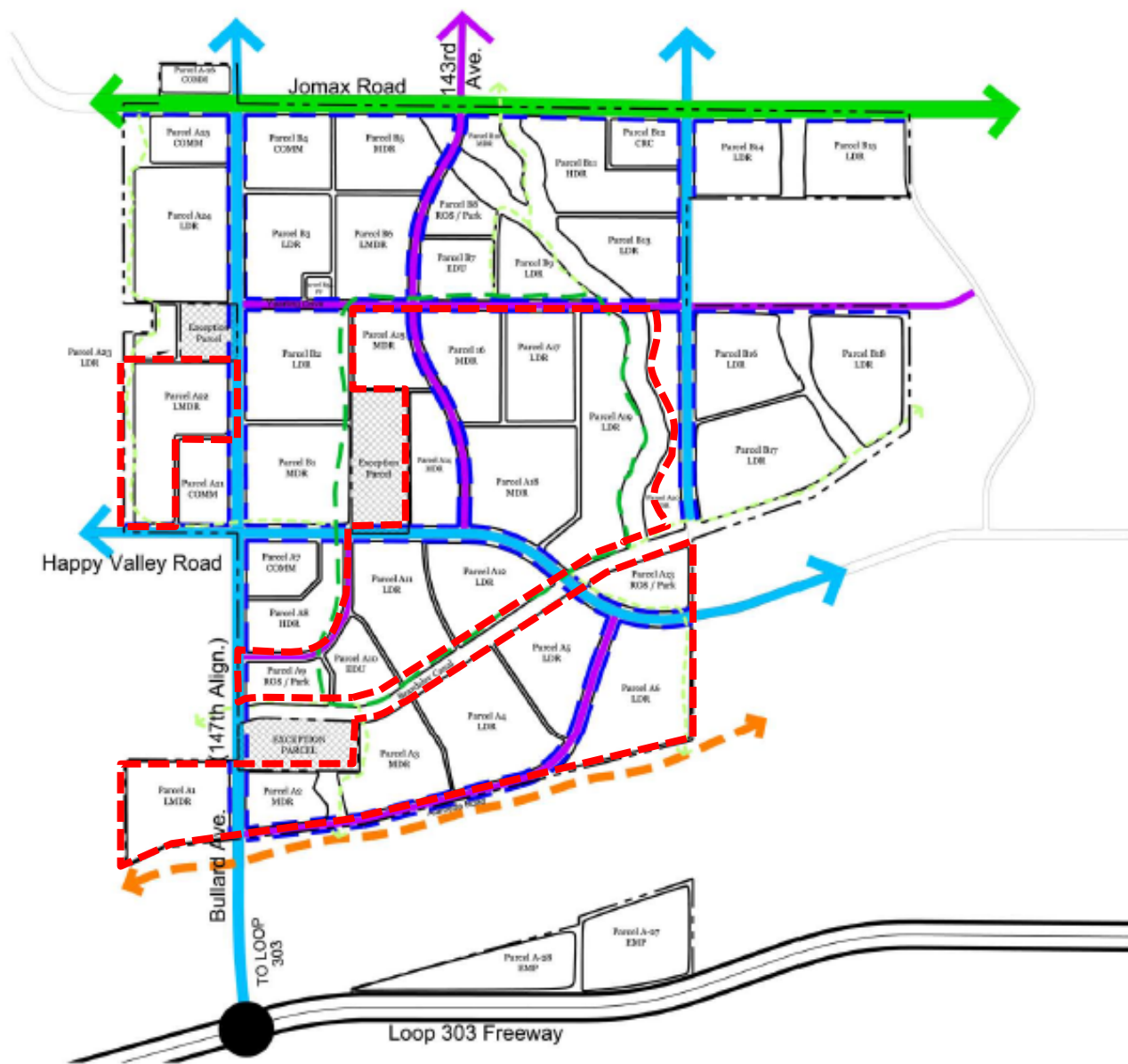


William Lyon Homes

RANCHO MERCADO UNIT 1 PHASING



FS15-069 Rancho Mercado Unit I Preliminary Plat



Rancho Mercado

City of Surprise, Arizona

Planned Area Development
Figure 9
Circulation Plan

LEGEND

- Multi-Use trail (primary loop trail) (8' - 12' width)
- Multi-Use trail (connectivity trail) (8' - 12' width)
- Collector Road
- Maricopa County Regional Trail
- Bicycle Lane
- Parkway
- Minor Arterial
- Excluded From PAD
- Project Boundary

Date: 06/26/06
Drawn By: DM
Revised: 10-06-10

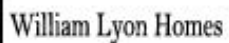


Master Planned Communities, Land Planning, Site Planning & Design, Environmental Analysis & Landscape Design
1000 East Main Street
Surprise, Arizona 85371
Phone: (480) 366-1884
Fax: (480) 366-1154
www.lva-design.com



- FUTURE EL MIRAGE ROAD ALIGNMENT
 EXISTING PAVED ROAD
 PROPOSED ROAD
 STATE LAND

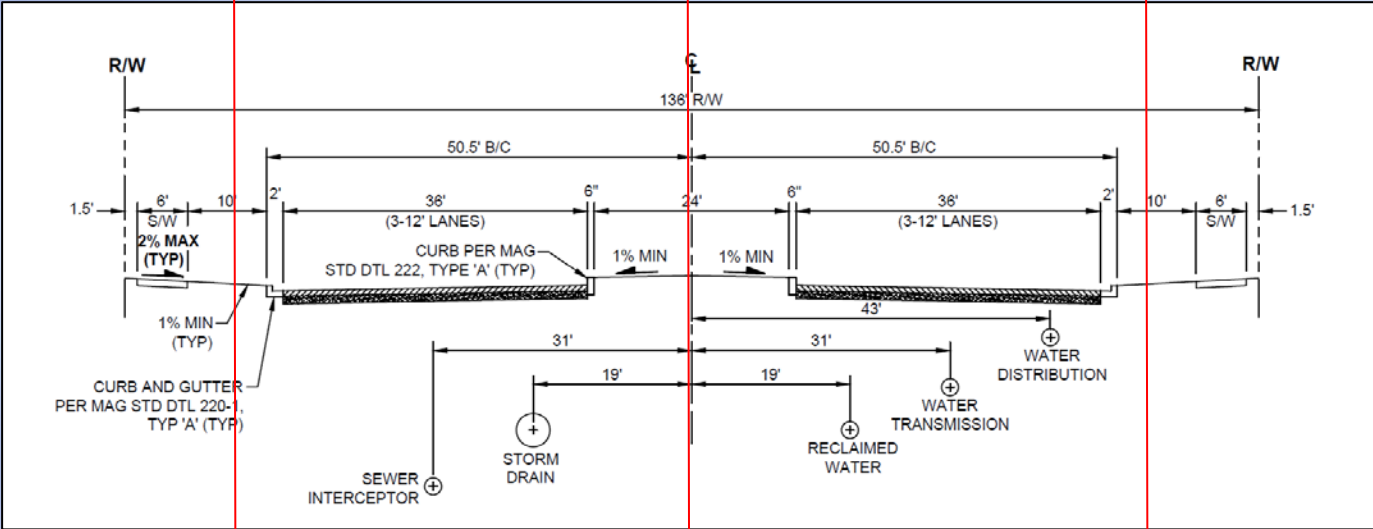
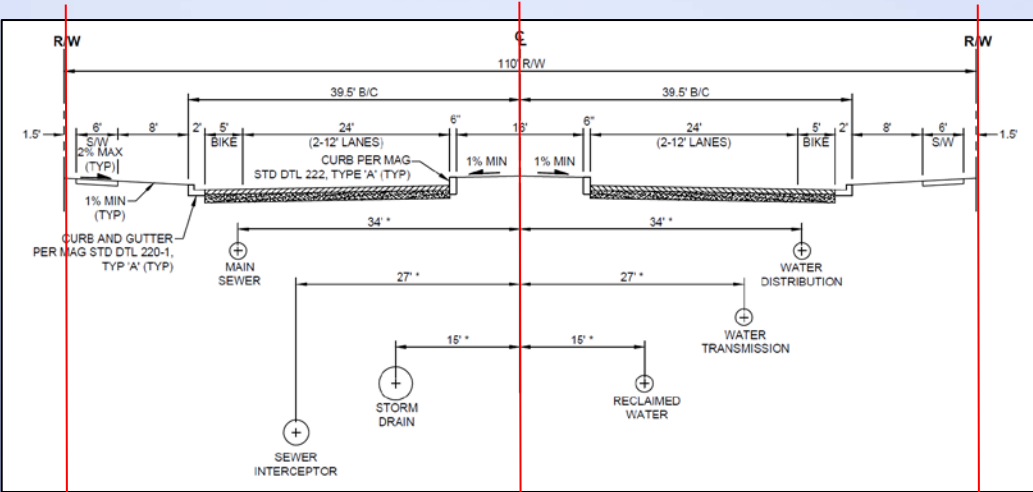
Age Group	Percentage of Respondents
18-29	85%
30-49	80%
50-69	75%
70+	70%

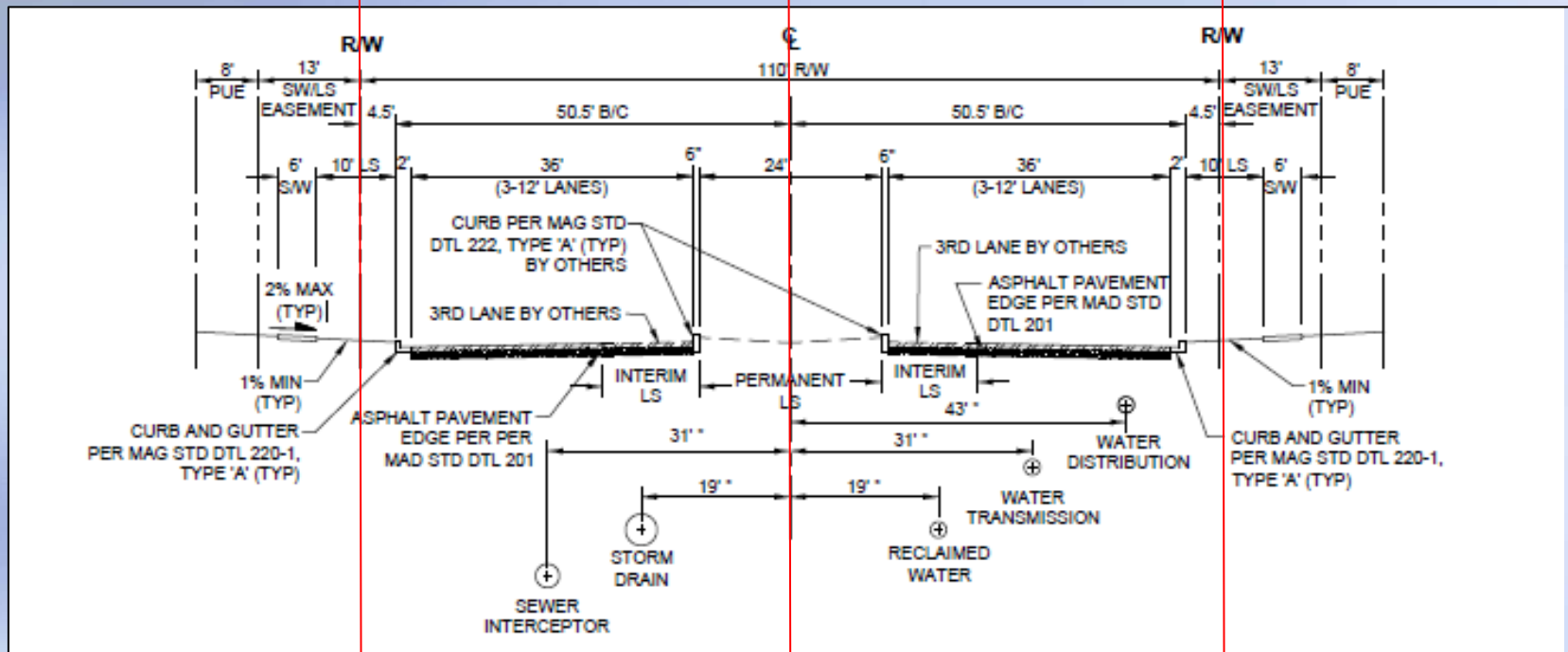


RANCHO MERCADO

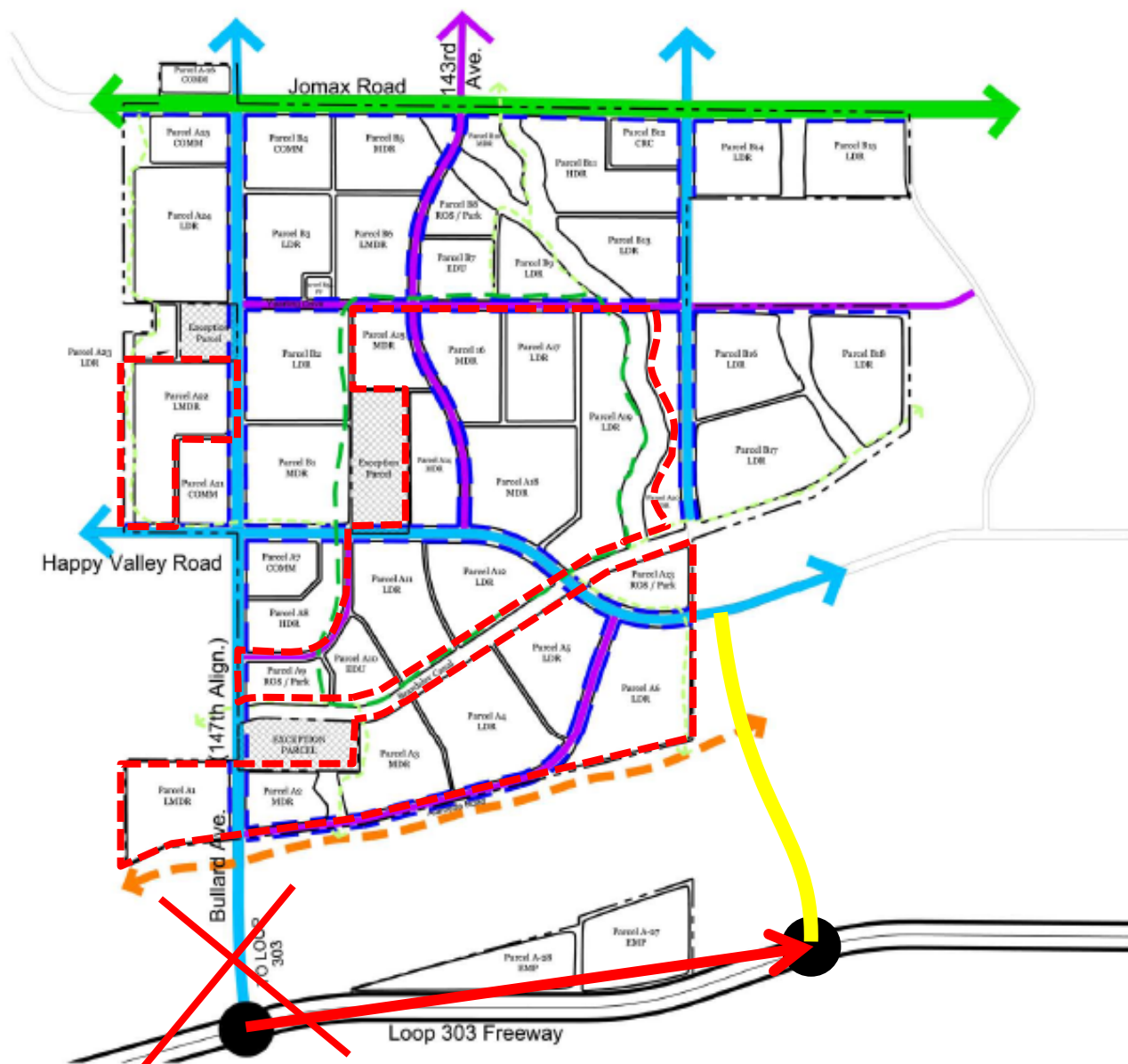


FS15-069 Rancho Mercado Unit I Preliminary Plat





FS15-069 Rancho Mercado Unit I Preliminary Plat



Rancho Mercado

City of Surprise, Arizona

Planned Area Development
Figure 9
Circulation Plan

LEGEND

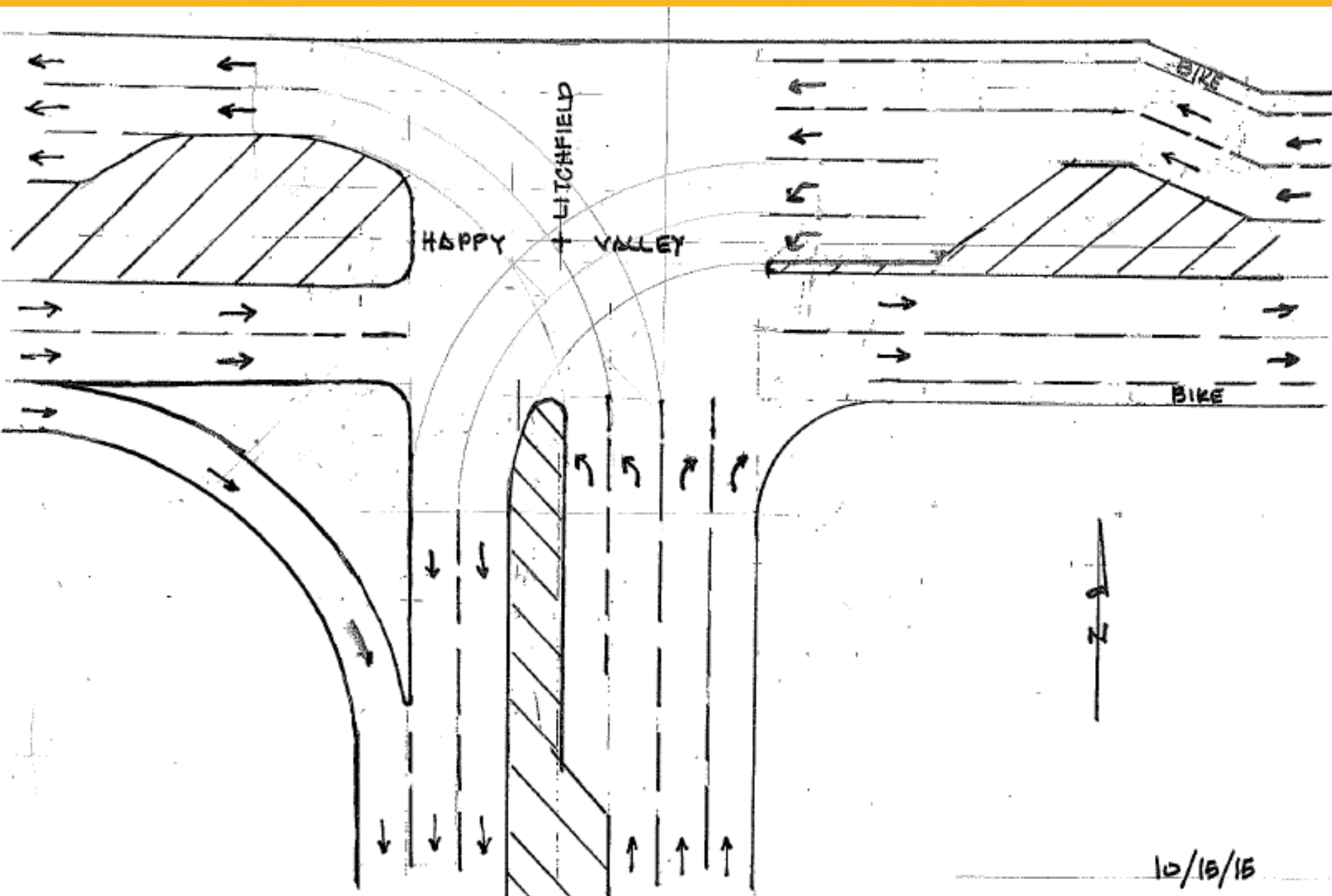
- Multi-Use trail (primary loop trail) (8' - 12' width)
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Date: 06/26/06
Drawn By: DM
Revised: 10-06-10



Master Planned Communities, Land Planning, Site Planning & Design, Environmental Analysis & Landscape Design
1000 East Main Street
Surprise, Arizona 85371
Phone: (480) 366-1884
Fax: (480) 366-1154
www.lva-design.com

FS15-069 Rancho Mercado Unit I Preliminary Plat



FS15-069 Rancho Mercado Unit I Preliminary Plat



Recommendation:

- ✓ Recommend **approval** to the City Council subject to stipulations “a” through “f”

Questions or Comments?

k:\09001944\dwg\pdr-pre-pdt\09001944-01-cs01.dwg Saved: 9/14/2015 5:35 PM PlotDate: 9/17/2015 3:07 PM

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LEGAL DESCRIPTION
NORTHEAST PARCEL

THAT PORTION OF SECTION 4 AND SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 4 FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 4 BEARS NORTH 89°46'48" WEST, 5,255.54 FEET;

THENCE ALONG THE EAST–WEST MID–SECTION LINE OF SAID SECTION 4, NORTH 89°46'48" WEST, 281.08 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST–WEST MID–SECTION LINE, SOUTH 00°20'02" WEST, 429.96 FEET;

THENCE SOUTH 03°48'26" WEST, 309.80 FEET;

THENCE SOUTH 22°35'30" EAST, 323.81 FEET;

THENCE SOUTH 17°53'24" EAST, 369.95 FEET;

THENCE SOUTH 00°17'03" EAST, 295.67 FEET;

THENCE SOUTH 27°17'41" WEST, 656.11 FEET;

THENCE SOUTH 06°09'55" EAST, 148.77 FEET;

THENCE SOUTH 13°42'47" EAST, 262.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE BEARDSLEY CANAL;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 71°32'55" WEST, 739.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,419.68 FEET, THE CENTER OF WHICH BEARS SOUTH 18°27'05" EAST;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°28'26", AN ARC LENGTH OF 363.41 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 56°04'29" WEST, 2,643.55 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 640.60 FEET, THE CENTER OF WHICH BEARS NORTH 33°55'31" WEST;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°03'44", AN ARC LENGTH OF 403.20 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 87°51'47" WEST, 996.28 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 699.59 FEET, THE CENTER OF WHICH BEARS SOUTH 02°08'13" WEST;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°37'17", AN ARC LENGTH OF 227.37 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 73°30'56" WEST, 123.97 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE AND ALONG SAID WEST LINE, NORTH 00°06'42" WEST, 618.67 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°50'18" EAST, 681.37 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 500.00 FEET, THE CENTER OF WHICH BEARS NORTH 00°09'42" EAST;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°59'02", AN ARC LENGTH OF 523.46 FEET;

THENCE NORTH 30°10'40" EAST, 201.84 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET, THE CENTER OF WHICH BEARS NORTH 59°49'20" WEST;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°16'26", AN ARC LENGTH OF 264.19 FEET;

THENCE NORTH 00°05'46" WEST, 762.63 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°49'20" EAST, 687.89 FEET TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE LEAVING SAID SOUTH LINE AND ALONG LAST SAID WEST LINE, NORTH 00°10'38" WEST, 1,652.67 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89°46'48" WEST, 657.32 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG LAST SAID WEST LINE, NORTH 00°09'27" WEST, 991.52 FEET TO THE EAST–WEST MIDSECTION LINE OF SAID SECTION 4;

THENCE ALONG SAID EAST–WEST MIDSECTION LINE, SOUTH 89°46'48" EAST, 3,660.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 13,236,721 SQUARE FEET OR 303.873 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

WEST PARCEL

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 1/2" IRON PIPE ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 5 FROM WHICH A FOUND 2" MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF THEREOF BEARS NORTH 89°36'55" WEST, 2626.94 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, NORTH 89°36'55" WEST, 710.03 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89°36'55" WEST, 603.44 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER;

THENCE LEAVING SAID SOUTH LINE AND ALONG SAID WEST LINE, NORTH 00°02'31" WEST, 1,983.88 FEET TO A LINE THAT IS 660.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE LEAVING SAID WEST LINE AND ALONG SAID PARALLEL LINE, SOUTH 89°41'23" EAST, 1,310.83 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE LEAVING SAID PARALLEL LINE AND ALONG SAID EAST LINE, SOUTH 00°07'05" EAST, 881.27 FEET TO A LINE THAT IS 1104.30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE LEAVING SAID EAST LINE AND ALONG LAST SAID PARALLEL LINE, NORTH 89°36'55" WEST, 710.03 FEET TO A LINE THAT IS 710.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG LAST SAID PARALLEL LINE, SOUTH 00°07'05" EAST, 1,104.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 1,820,129 SQUARE FEET OR 41.7844 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

SOUTHEAST PARCEL

THAT PORTION OF SECTION 8 AND SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 2" MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 9 FROM WHICH A 1 1/2" IRON PIPE ACCEPTED AS THE NORTHWEST CORNER THEREOF BEARS NORTH 00°06'42" WEST, 2645.56 FEET;

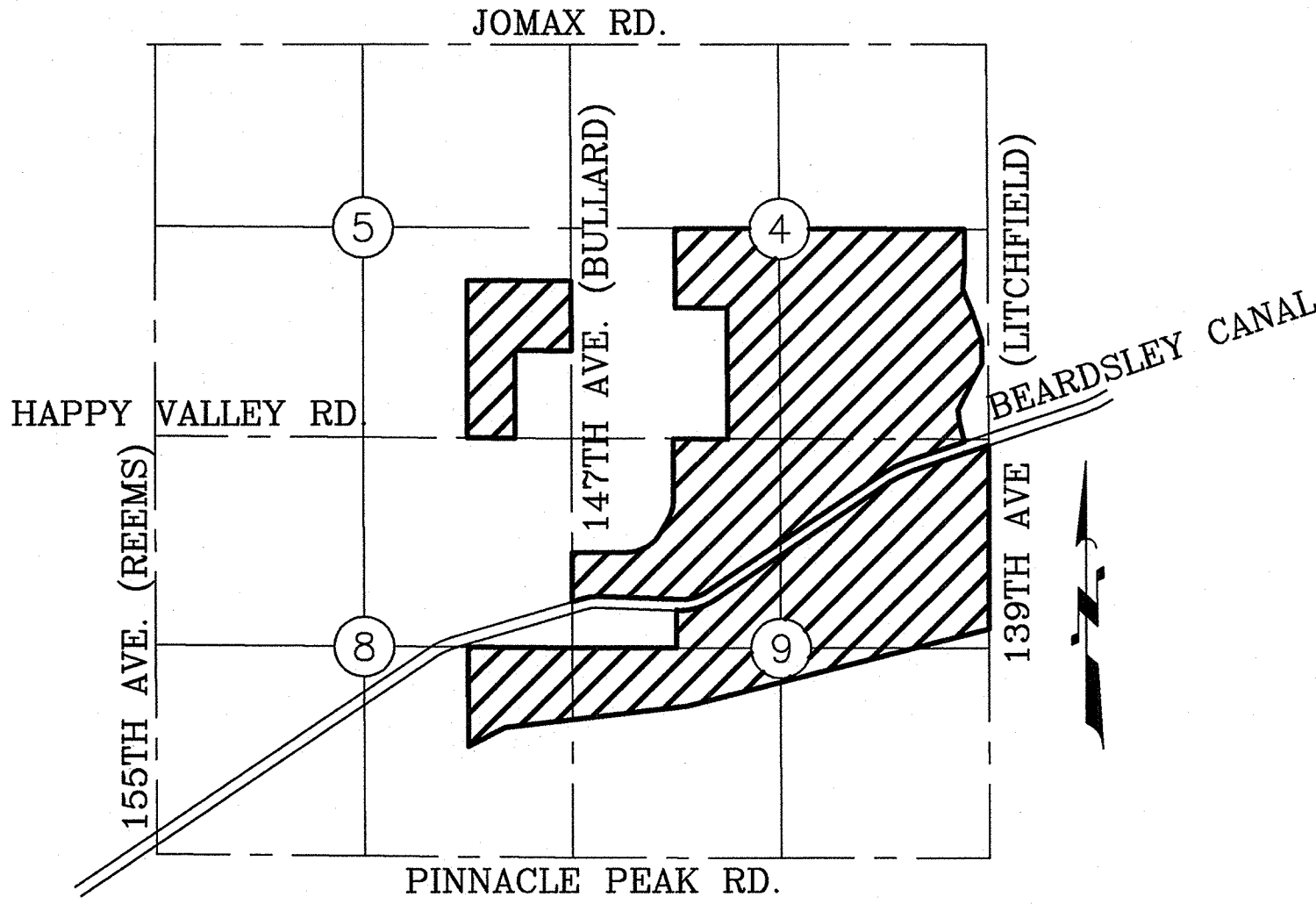
THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, SOUTH 89°51'16" EAST, 1,315.05 FEET;

THENCE ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9, NORTH 00°05'46" WEST, 478.29 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE BEARDSLEY CANAL;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 87°51'47" EAST, 18.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTH, HAVING A RADIUS OF 779.60 FEET, THE CENTER OF WHICH BEARS NORTH 02°08'13" EAST;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE AND EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°03'44", AN ARC LENGTH OF 490.68 FEET;

PRELIMINARY PLAT
FOR
RANCHO MERCADO UNIT 1
LOCATED IN PARTS OF SECTIONS 4, 5, 8, AND 9, T.4N., R.1W. OF THE
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP

N.T.S.

LEGAL DESCRIPTION (CONTINUED)

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 56°04'29" EAST, 2,643.55 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 1,280.68 FEET, THE CENTER OF WHICH BEARS SOUTH 33°55'31" EAST;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°28'26", AN ARC LENGTH OF 345.87 FEET;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 71°32'55" EAST, 1,010.12 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID EAST LINE, SOUTH 00°02'19" EAST, 2,318.75 FEET;

THENCE ALONG THE NORTHERLY LINE OF TRACT 46F, TRACT 45F, TRACT 44F AND TRACT 42F PER THE FINAL PLAT OF TRILBY WASH DETENTION BASIN DAM & APPURTENANCES AS RECORDED IN BOOK 63, PAGE 31, MARICOPA COUNTY RECORDS, THE FOLLOWING THREE COURSES:

THENCE SOUTH 75°39'09" WEST, 3,930.43 FEET;

THENCE SOUTH 83°16'58" WEST, 2,315.99 FEET;

THENCE SOUTH 62°55'40" WEST, 516.79 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, NORTH 00°09'25" WEST, 1,255.61 FEET;

THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, SOUTH 89°32'31" EAST, 1,311.96 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 9,658,452 SQUARE FEET OR 221.7276 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

FLOOD INFORMATION

RANCHO MERCADO IS LOCATED ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP), FLOOD INSURANCE RATE MAPS (FIRM) NO. 04013C1210L AND 04013C1230L (FIGURE 8), REVISED OCTOBER 16, 2013. PORTIONS OF THE PROPERTY ARE LOCATED IN FLOOD HAZARD ZONES "X" AND "AE". THESE HAZARD ZONES ARE DEFINED AS FOLLOWS:

"ZONE X IS THE FLOOD INSURANCE RATE ZONE THAT CORRESPONDS TO THE AREAS OUTSIDE THE 100-YEAR FLOODPLAINS, AREAS OF 100-YEAR SHEET FLOW FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 100-YEAR STREAM FLOODING WHERE THE CONTRIBUTING DRAINAGE AREAS ARE LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE 100-YEAR FLOOD BY LEVEES. NO BASE FLOOD ELEVATIONS OR DEPTHS ARE SHOWN WITHIN THIS ZONE."

"ZONE A IS THE FLOOD INSURANCE RATE ZONE THAT CORRESPONDS TO THE 100-YEAR FLOODPLAINS THAT ARE DETERMINED IN THE FLOOD INSURANCE RATE STUDY BY APPROXIMATE METHODS. BECAUSE DETAILED HYDRAULIC ANALYSES ARE NOT PERFORMED FOR SUCH AREAS, NO BASE FLOOD ELEVATIONS OR DEPTHS ARE SHOWN WITHIN THIS ZONE."

"ZONE AE IS THE FLOOD INSURANCE RATE ZONE THAT CORRESPONDS TO THE 100-YEAR FLOODPLAINS THAT ARE DETERMINED IN THE FLOOD INSURANCE RATE STUDY BY APPROXIMATE METHODS. BECAUSE DETAILED HYDRAULIC ANALYSES ARE NOT PERFORMED FOR SUCH AREAS, NO BASE FLOOD ELEVATIONS OR DEPTHS ARE SHOWN WITHIN THIS ZONE."

"FLOODWAY IN ZONE AE IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS."

OFF–PAVEMENT SEWER RIGHT–OF–WAYS/EASEMENTS (BOTH PUBLIC AND PRIVATE) WITH MANHOLES MUST HAVE ALL–WEATHER ACCESS ROADS AND BE ABOVE STORM WATER LEVELS. BOLTED, GASKETED COVERS WILL BE REQUIRED IN PROBLEM AREAS.

WATER CAMPUS SHOWN ON TRACT 14E OF PARCEL A14 WILL CONTAIN A WELL SITE. A CONDITIONAL USE PERMIT WILL BE REQUIRED FOR SAID WELL SITE.

ALL ACCESS ROADS AND TURNING RADII SHALL COMPLY WITH THE MINIMUM REQUIREMENTS OF WB–50

ALL DEVELOPMENT PHASES ON THIS PRELIMINARY PLAT SHALL PROVIDE A MINIMUM OF TWO (2) SEPARATE POINTS OF UNOBSTRUCTED ACCESS WITH A MINIMUM WIDTH OF TWENTY FEET, INSTALLED AND MAINTAINED PURSUANT TO THE REQUIREMENTS OF THE CITY OF SURPRISE.

ROADWAY ALIGNMENTS ARE SUBJECT TO CHANGE BASED ON THE REVIEW OF THE MASTER ROADWAY PLAN DURING THE PRELIMINARY PLAT SUBMITTAL.

CIVIL ENGINEER

ATWELL
4700 E. SOUTHERN AVE.
MESA, ARIZONA 85206
PHONE: (480) 218–8831
FAX: (480) 830–4888
CONTACT: TED NORTHROP JR., P.E.

LANDSCAPE ARCHITECT

LVA URBAN DESIGN STUDIO
120 SOUTH ASH AVENUE
TEMPE, ARIZONA 85281
PHONE: (480) 994–0994
FAX: (480) 994–7332
CONTACT: RYAN TRUDELL, RLA

OWNER \ DEVELOPER

WILLIAM LYON HOMES
8840 E. CHAPARRAL RD. STE 200
SCOTTSDALE, ARIZONA 85250
PHONE (480) 893–1000
FAX (480) 850–3830
CONTACT: CHARLIE CALDWELL

SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
SITE PLAN AND SHEET INDEX	2
PHASING PLAN	3
DETAIL SHEETS AND TRACT TABLES	4 – 6
PRELIMINARY PLAT	7 – 16
MAJOR STREET TRANSITIONS	17 – 21

UTILITY COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE
WATER	CITY OF SURPRISE	623–222–1000
SEWER	CITY OF SURPRISE	623–222–1000
FIRE	CITY OF SURPRISE	623–222–1000
GAS	SOUTHWEST GAS	602–484–5344
ELECTRIC	APS	602–250–1000
TELEPHONE	QWEST	480–630–0492
CABLE	COX	623–322–1710
REFUSE	CITY OF SURPRISE	623–222–1000

BENCHMARK

NATIONAL GEODETIC SURVEY PID DV0080, DESIGNATION Q 366 FOUND U.S. COAST AND GEODETIC SURVEY BRASS CAP STAMPED "1967 Q 366"
NAVD 88 ELEVATION = 1392.53
(CITY OF SURPRISE BENCHMARK #53 ELEVATION = 1392.52)

BASIS OF BEARING

BASIS OF BEARING IS N89°24'04"E BETWEEN NGS CONTROL POINTS DV0080 AND AJ3867.

SITE DATA

EXISTING ZONING	PAD (CITY OF SURPRISE)
GROSS SITE DATA	567.38 AC
ARTERIAL ROAD R/W	14.60 AC
NET SITE AREA	552.78 AC
NUMBER OF LOTS	1,897
DENSITY	3.43 AC
OPEN SPACE ACREAGE	156.83 AC (28% OF NET AREA)

RESIDENTIAL PARCEL DATA

PARCEL	PAD LAND USE	LOT SIZES	GROSS ACRES	* NET ACRES	** OPEN SPACE	NO. LOTS	NET DU/AC
A1	LMDR	53'x105'	30.84 AC	29.78 AC	6.20 AC	112	3.76
A2	MDR	CLUSTER	21.39 AC	20.34 AC	6.46 AC	120	5.90
A3	MDR	45'x95'	32.52 AC	32.52 AC	6.57 AC	154	4.74
A4	LDR	58'x110'	41.46 AC	41.46 AC	8.08 AC	145	3.50
A5	LDR	63'x115'	31.19 AC	30.42 AC	5.44 AC	94	3.09
A6	LDR	75'x120'	45.35 AC	44.19 AC	14.57 AC	87	1.97
A11	LMDR	53'x105'	33.74 AC	32.59 AC	5.56 AC	134	4.11
A12	LDR	58'x110'	30.82 AC	28.56 AC	6.87 AC	95	3.33
A14	MDR	45'x95'	22.79 AC	21.94 AC	3.07 AC	88	4.01
A15	MDR	45'x95'	18.20 AC	18.20 AC	3.35 AC	83	4.56
A16	MDR	45'x95'	27.62 AC	27.62 AC	3.80 AC	132	4.78
A17	LDR	63'x115'	27.90 AC	27.90 AC	4.02 AC	88	3.15
A18W	MDR	CLUSTER	23.23 AC	22.25 AC	6.52 AC	144	7.74
A18E			14.17 AC	14.17 AC	1.57 AC	138	
A19	LDR	75'x120'	77.27 AC	76.50 AC	36.20 AC	134	1.75
A22	LMDR	53'x105'	41.78 AC	39.84 AC	9.80 AC	149	3.74
SUBTOTAL			520.27 AC	508.28 AC	128.08 AC	1,897	3.73

A9	ROS/PARK		13.13 AC	12.34 AC	11.60 AC
A10	EDU		15.00 AC	15.00 AC	0.00 AC
A13	ROS/PARK		18.98 AC	17.16 AC	17.15 AC
SUBTOTAL			47.11 AC	44.50 AC	28.75 AC

TOTAL			567.38 AC	552.78 AC	156.83 AC	1,897	3.43
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* GROSS ACRES LESS ARTERIAL ROW.

** TRACT AREAS LESS PRIVATE ROADS, SCHOOL, WATER CAMPUS AND WELL SITE AREAS.

OPEN SPACE DATA

	PROJECT		UNIT 1 PRORATA		UNIT 1 PRELIMINARY PLAT		
	ACRES	%TOTAL	ACRES	% TOTAL	VARIANCE	%	
OPEN SPACE TYPE							
NEIGHBORHOOD PARKS	47	26%	20	29	18%	9	45%
POCKET / MINI PARKS	48	27%	21	41	26%	20	95%
SCHOOLS *	10	6%	4	0	0%	–4	–100%
WASH / SLOPE	62	35%	27	38	24%	11	41%
LANDSCAPE TRACTS	11	6%	5	49	31%	44	880%
TOTAL OPEN SPACE	178	100%	77	157	100%	80	104%
GROSS PROJECT	1,310	14%	567	567	28%	0	0%
NET RESIDENTIAL	943	19%	408	380	41%	–28	–7%

* OPEN SPACE TO BE DEVELOPED BY SCHOOL AT A LATER DATE.

DRAINAGE EASEMENTS

THE DIMENSIONS FOR DRAINAGE EASEMENTS REQUIRED FOR DRAINAGE CHANNELS CARRYING OFFSITE DRAINAGE FLOWS WILL BE DETERMINED DURING FINAL DESIGN. DEVELOPER SHALL BE RESPONSIBLE TO OBTAIN THE FINAL DRAINAGE EASEMENTS FROM THE APPROPRIATE PROPERTY OWNERS PRIOR TO FINAL PLAT APPROVAL.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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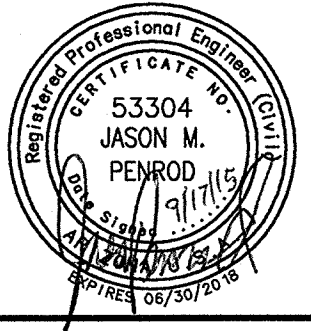
COVER SHEET

PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA

811

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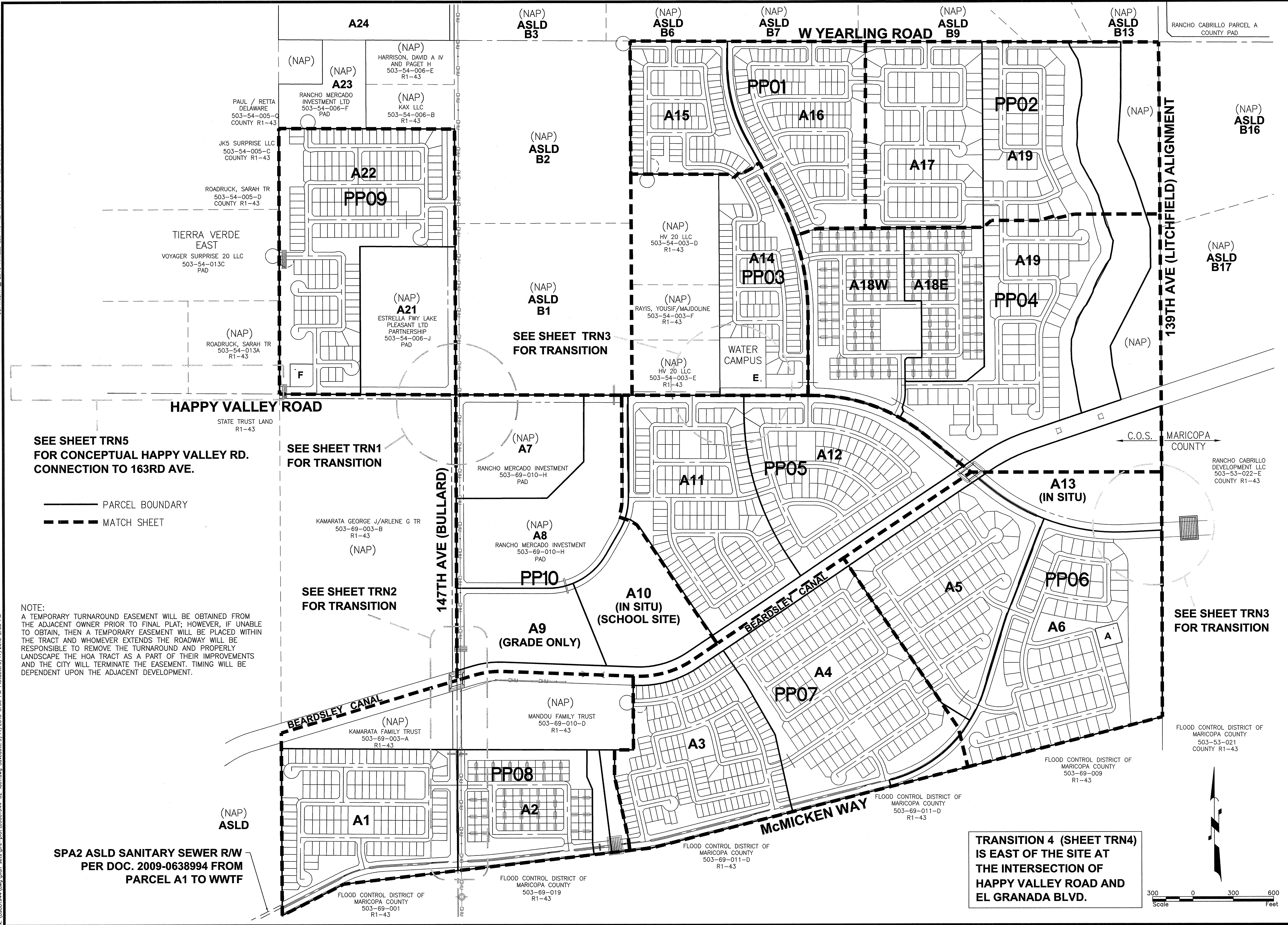
REVISIONS:
4/15/15: PER C.O.S.
PS14–197 & FS15–069
COMMENTS
7/29/15: PER C.O.S.
PS14–197 & FS15–069
COMMENTS



PM. T. NORTHROP
DR. S. STAMAN
JOB NO.
09001944
FILE NO.
09001944CS01

CS01

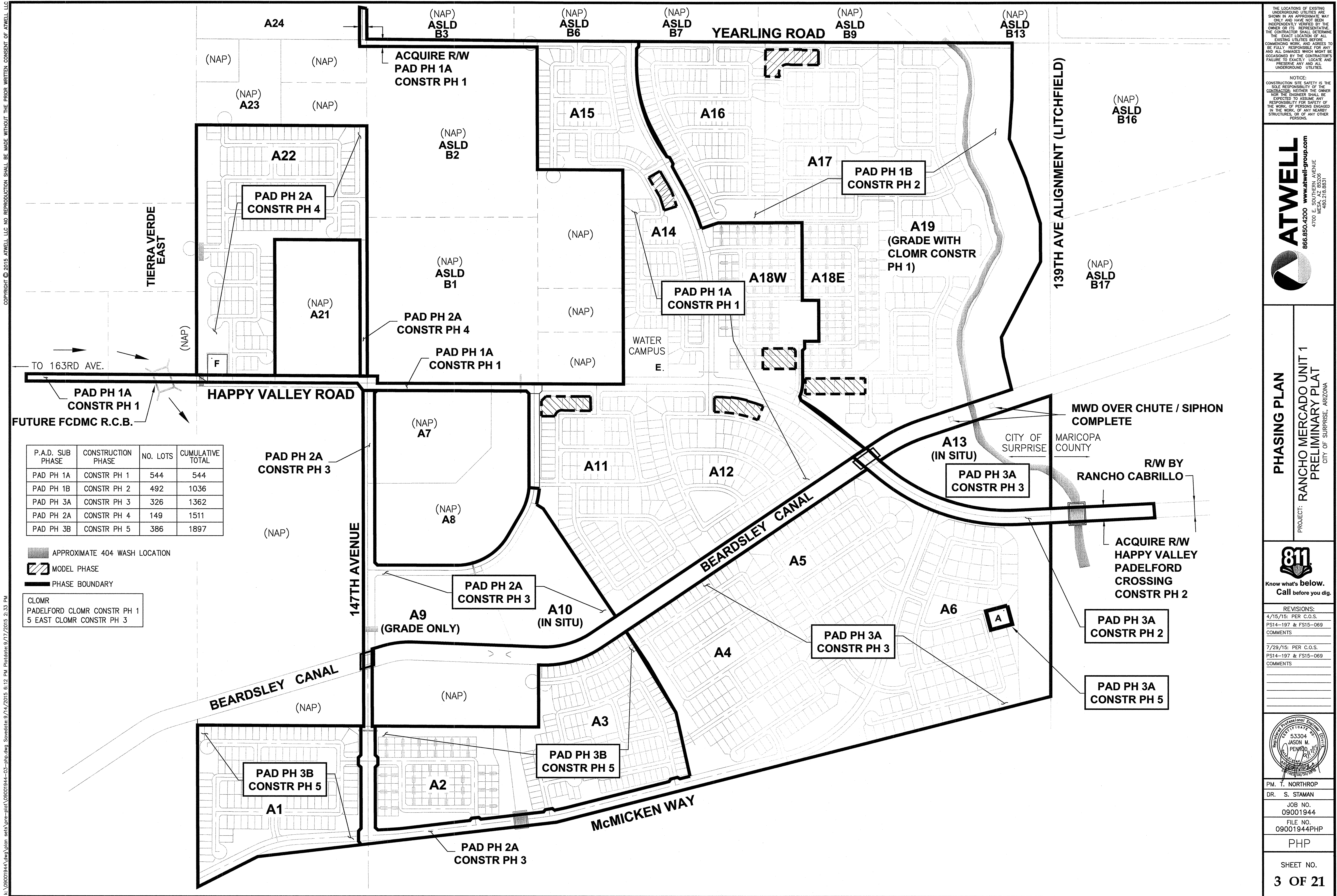
SHEET NO.
1 OF 21



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.	
NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR AGREES TO THE WORK OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.	
ATWELL 866.850.4200 www.atwell-group.com 4700 E. SOUTHERN AVENUE MESA, AZ 85206 480.276.8831	
SITE PLAN AND SHEET INDEX	
PROJECT: RANCHO MERCADO UNIT 1 PRELIMINARY PLAT CITY OF SURPRISE, ARIZONA	
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REVISIONS:	
4/15/15: PER C.O.S. PS14-197 & FS15-069 COMMENTS	
7/29/15: PER C.O.S. PS14-197 & FS15-069 COMMENTS	
53304 JASON M. PENROD Professional Engineer No. 53304 Exp. 06/30/2017	
PM. T. NORTHPROP DR. S. STAMAN	
JOB NO. 09001944	
FILE NO. 09001944ID01	
ID01	
SHEET NO. 2 OF 21	

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P.A.D. SUB PHASE	CONSTRUCTION PHASE	NO. LOTS	CUMULATIVE TOTAL
PAD PH 1A	CONSTR PH 1	544	544
PAD PH 1B	CONSTR PH 2	492	1036
PAD PH 3A	CONSTR PH 3	326	1362
PAD PH 2A	CONSTR PH 4	149	1511
PAD PH 3B	CONSTR PH 5	386	1897

- APPROXIMATE 404 WASH LOCATION
- MODEL PHASE
- PHASE BOUNDARY

CLOMR
PADELFORD CLOMR CONSTR PH 1
5 EAST CLOMR CONSTR PH 3

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
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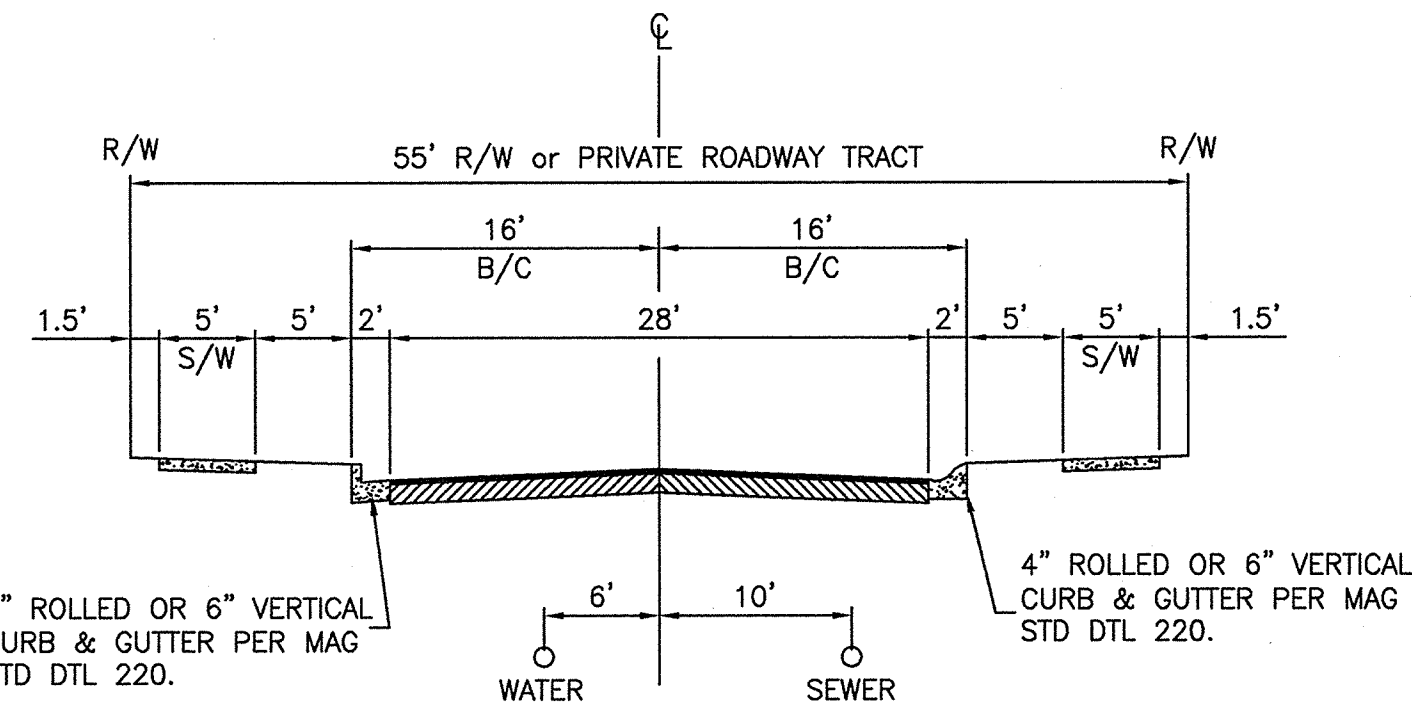
PHASING PLAN
PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA

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Call before you dig.

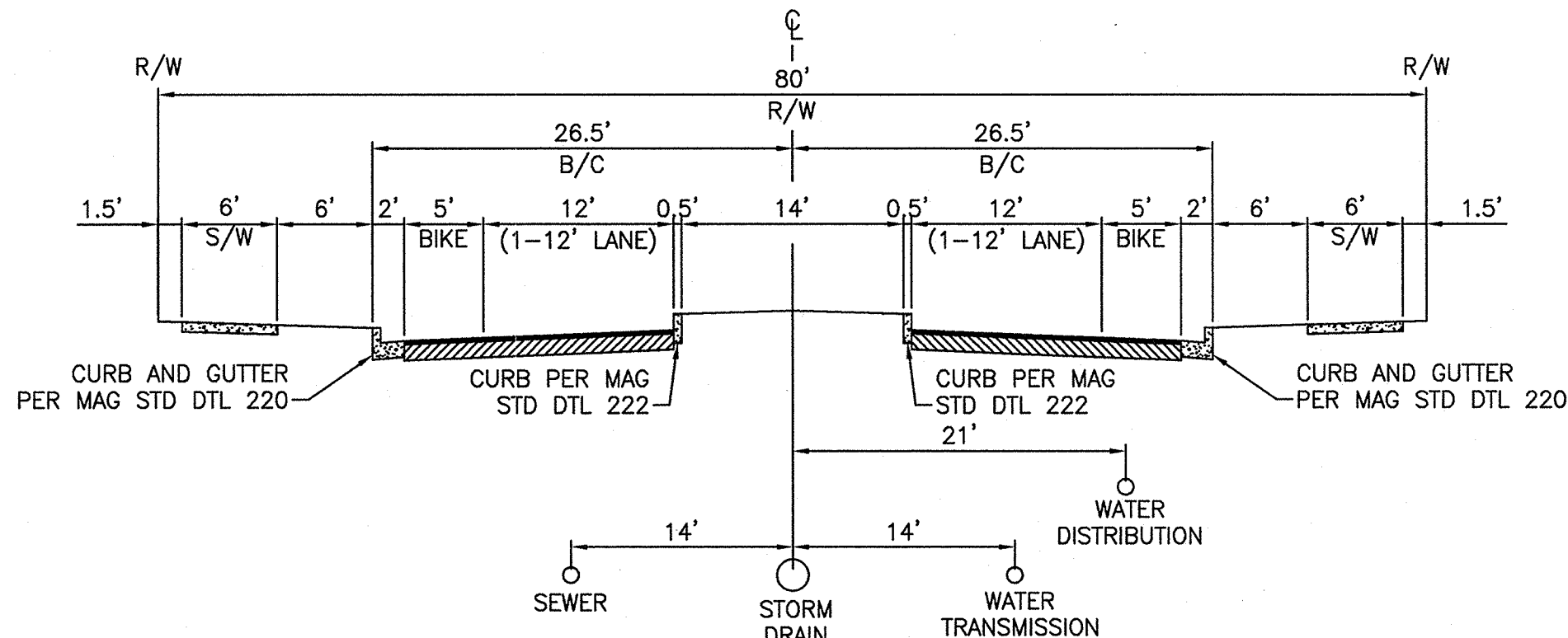
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COMMENTS

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JOB NO. 09001944
FILE NO. 09001944PHP
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SHEET NO.
3 OF 21

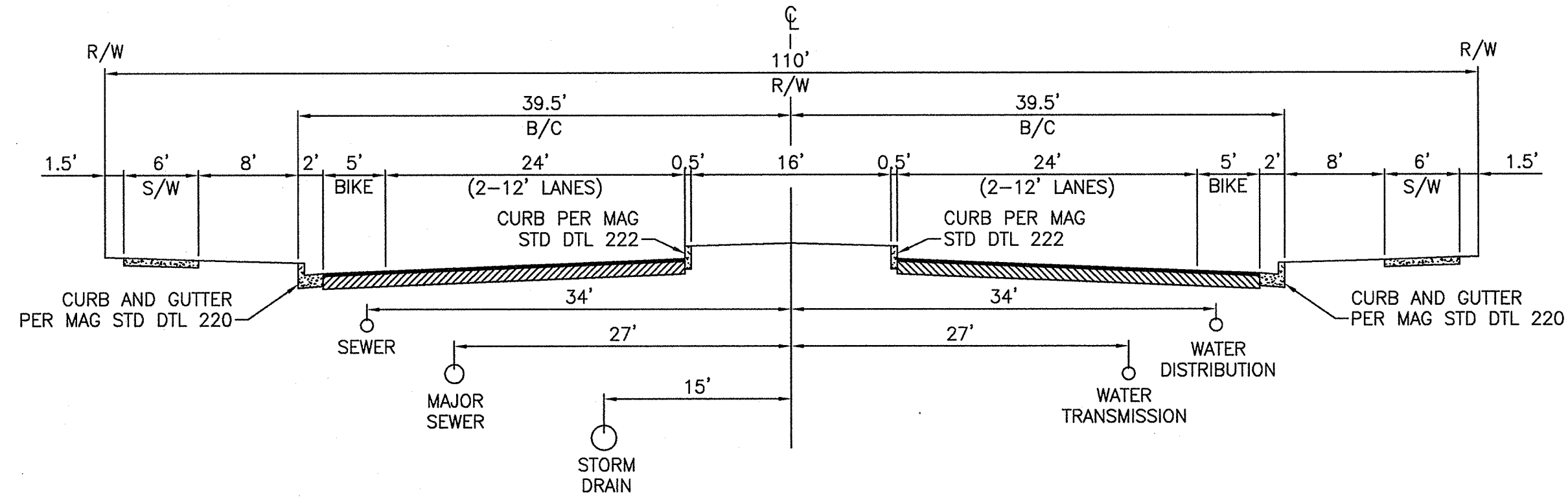
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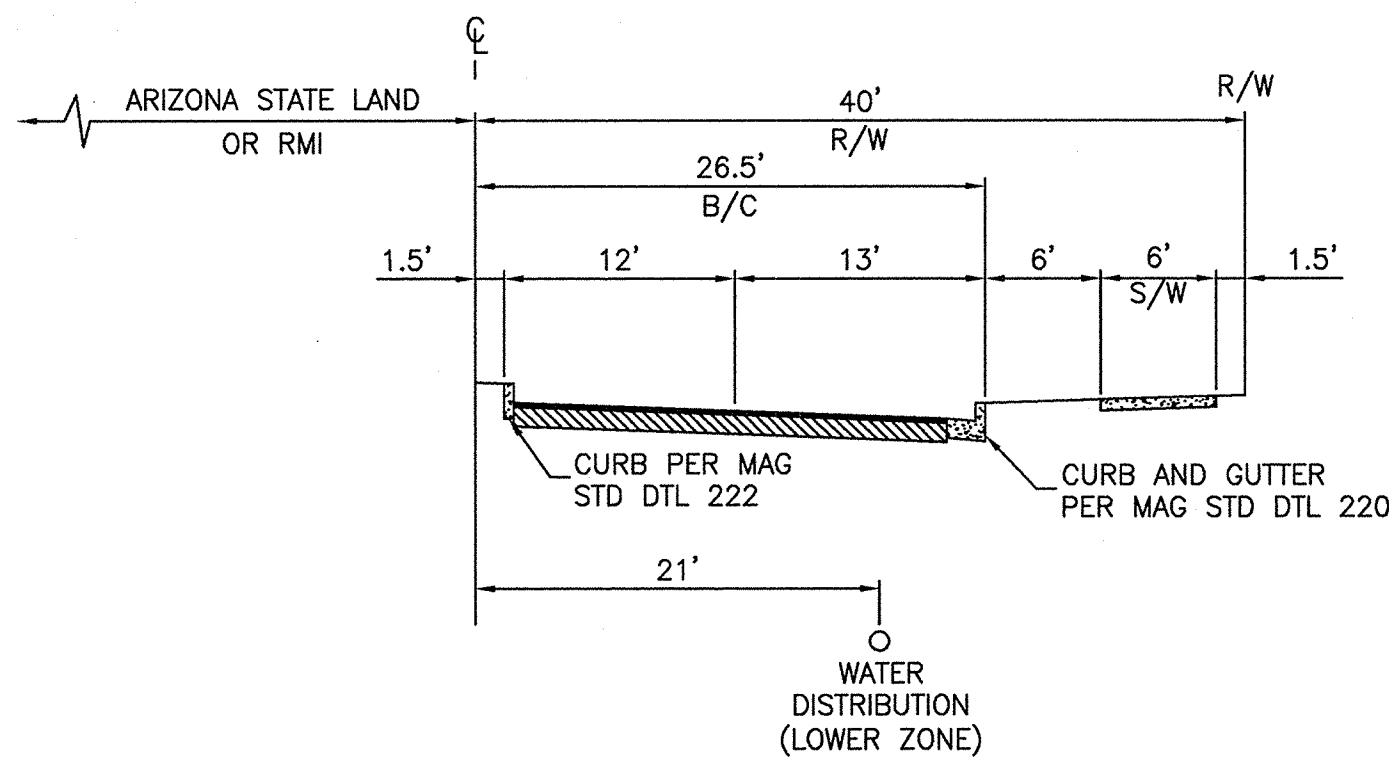
1 LOCAL STREET
LOOKING NORTH OR EAST
SCALE: N.T.S.



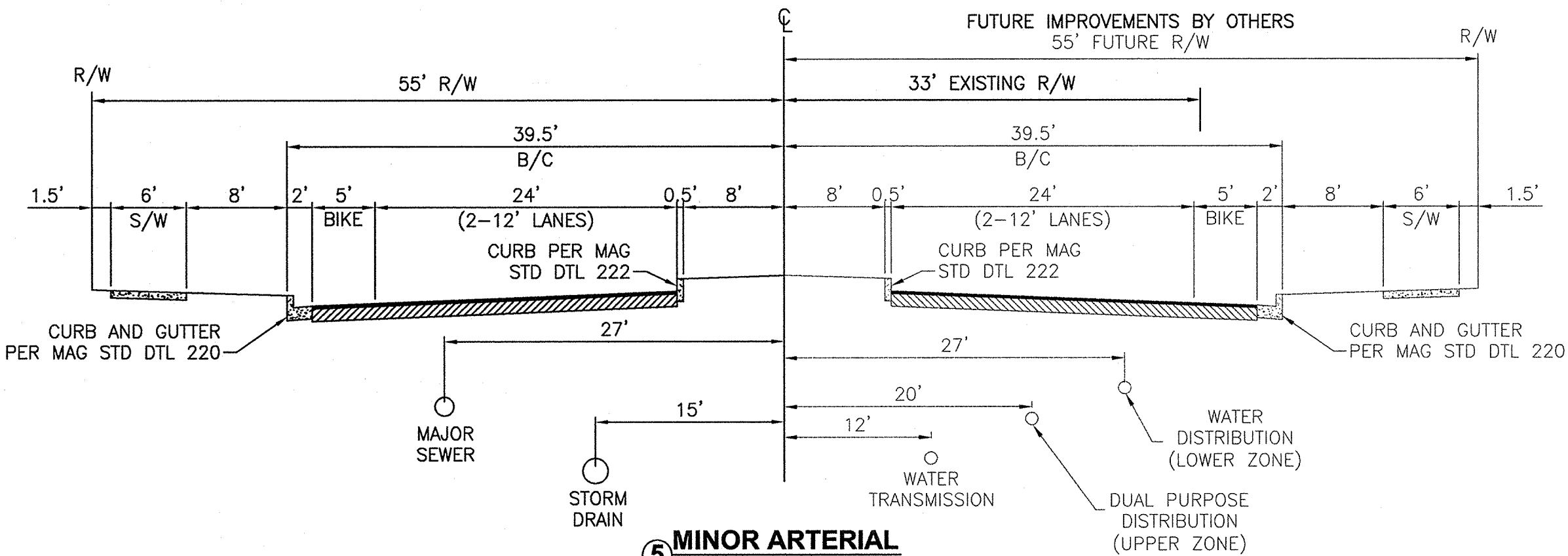
2 COLLECTOR STREET
LOOKING NORTH OR EAST
SCALE: N.T.S.



3 MINOR ARTERIAL
LOOKING NORTH OR EAST
SCALE: N.T.S.

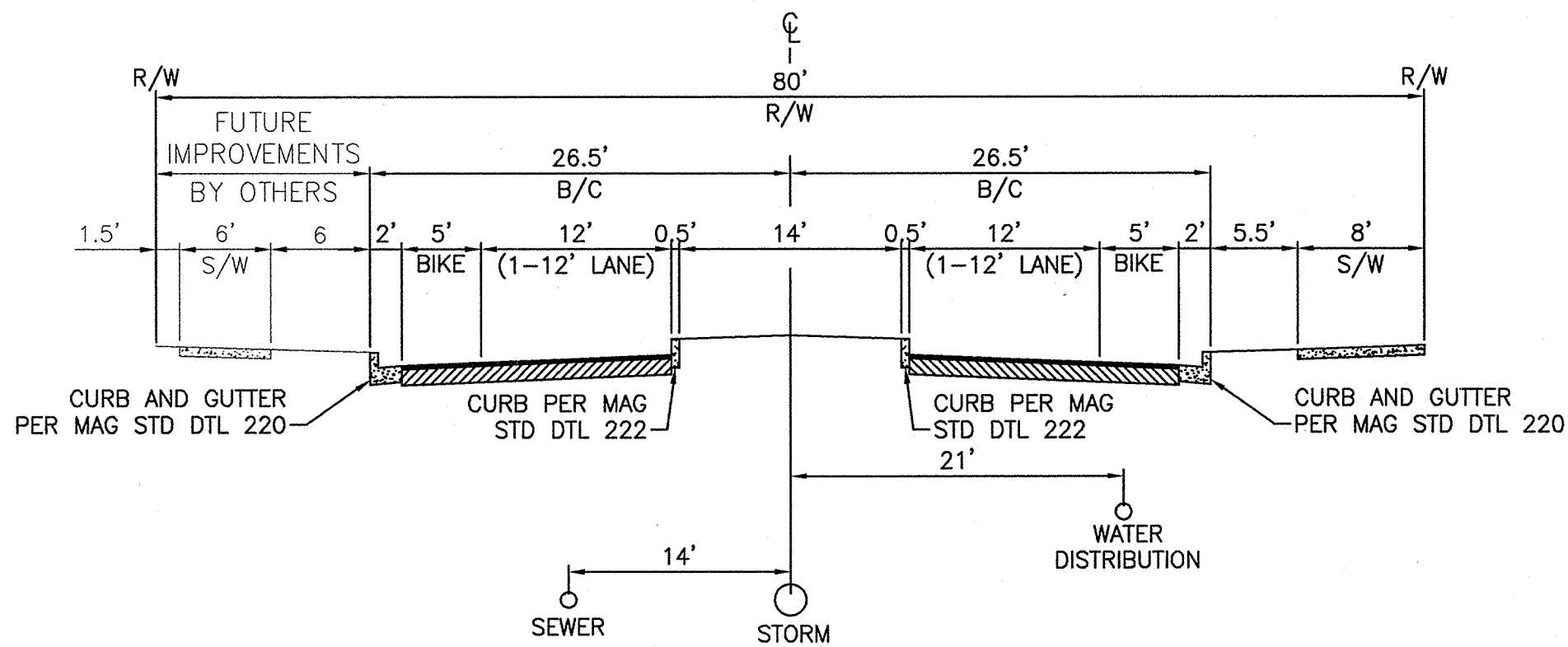


4 YEARLING ROAD INTERIM
COLLECTOR STREET
LOOKING EAST
SCALE: N.T.S.

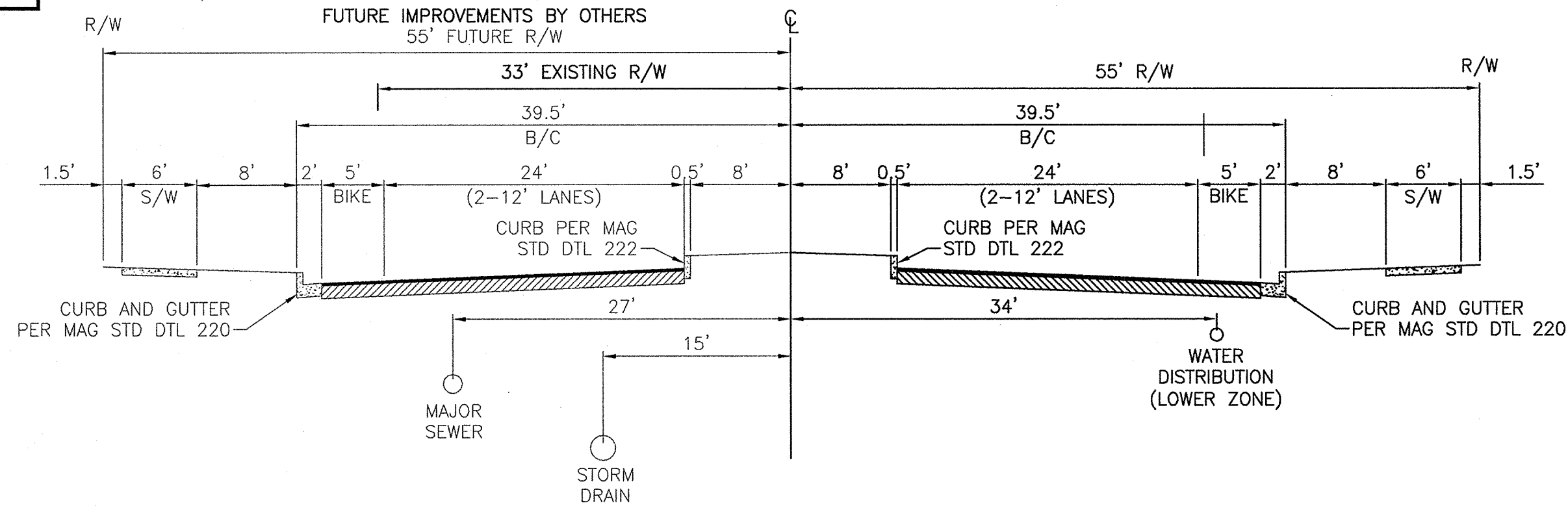


5 MINOR ARTERIAL
HAPPY VALLEY AT PARCELS A21 AND A22
LOOKING EAST
SCALE: N.T.S.

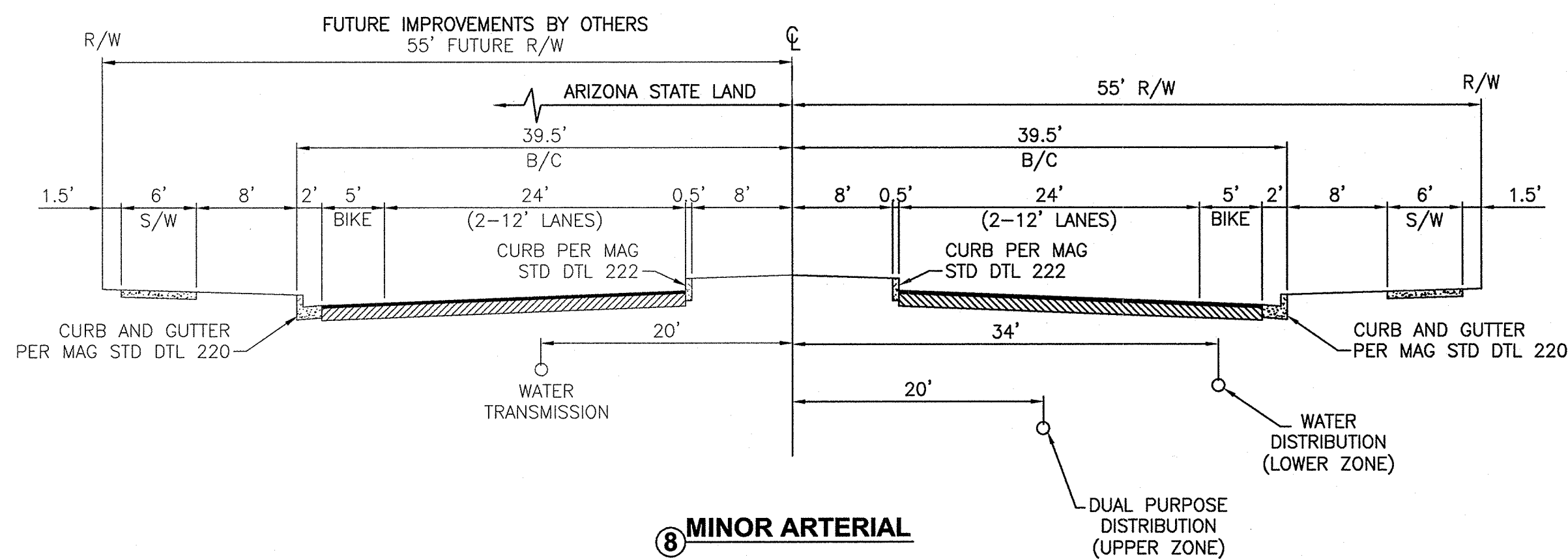
NOTE: TYPICAL FOR ALL SECTIONS
UTILITY LOCATIONS ARE APPROXIMATE AND MAY
VARY BASED ON EXISTING SITE CONDITIONS



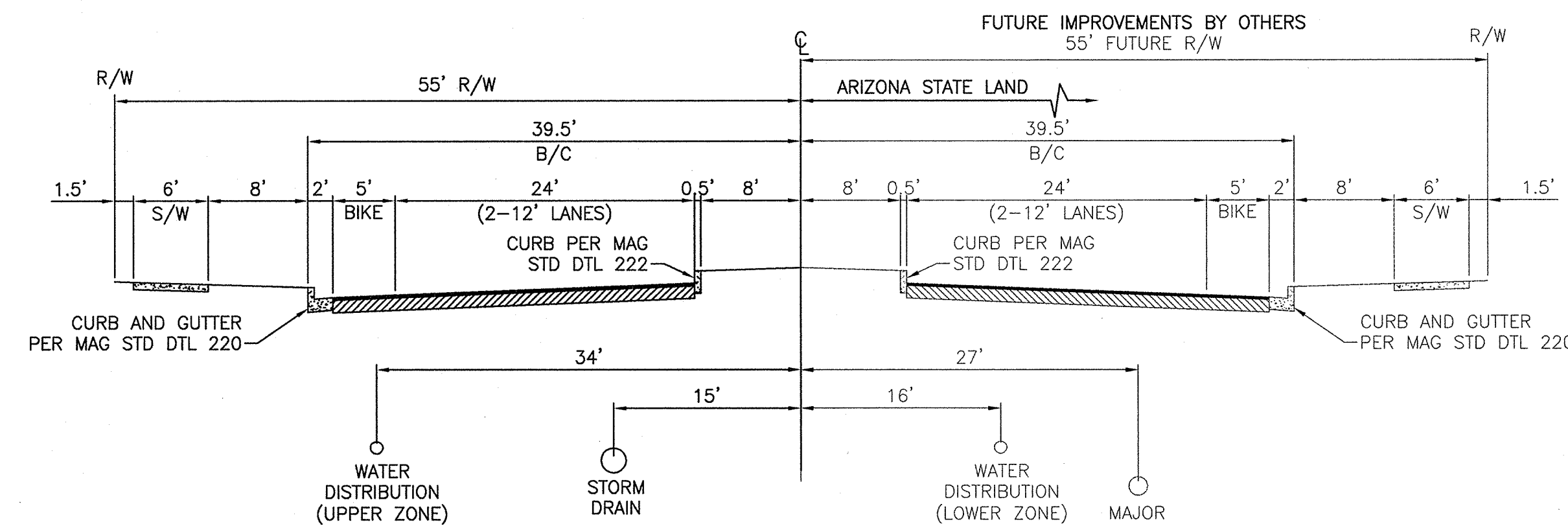
6 SAN YSIDRO / 145TH AVE.
LOOKING NORTH OR EAST
SCALE: N.T.S.



7 MINOR ARTERIAL
N. 147TH AVE. (BULLARD) AT PARCELS A7, A8, AND A9
LOOKING NORTH
SCALE: N.T.S.



8 MINOR ARTERIAL
HAPPY VALLEY AT PARCEL A7, A8 & A11
LOOKING EAST
SCALE: N.T.S.



9 MINOR ARTERIAL
N. 147TH AVE. (BULLARD) AT PARCELS A21 AND A22
LOOKING NORTH
SCALE: N.T.S.

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480.216.6551

STREET SECTIONS
PROJECT: **RANCHO MERCADO UNIT 1**
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA

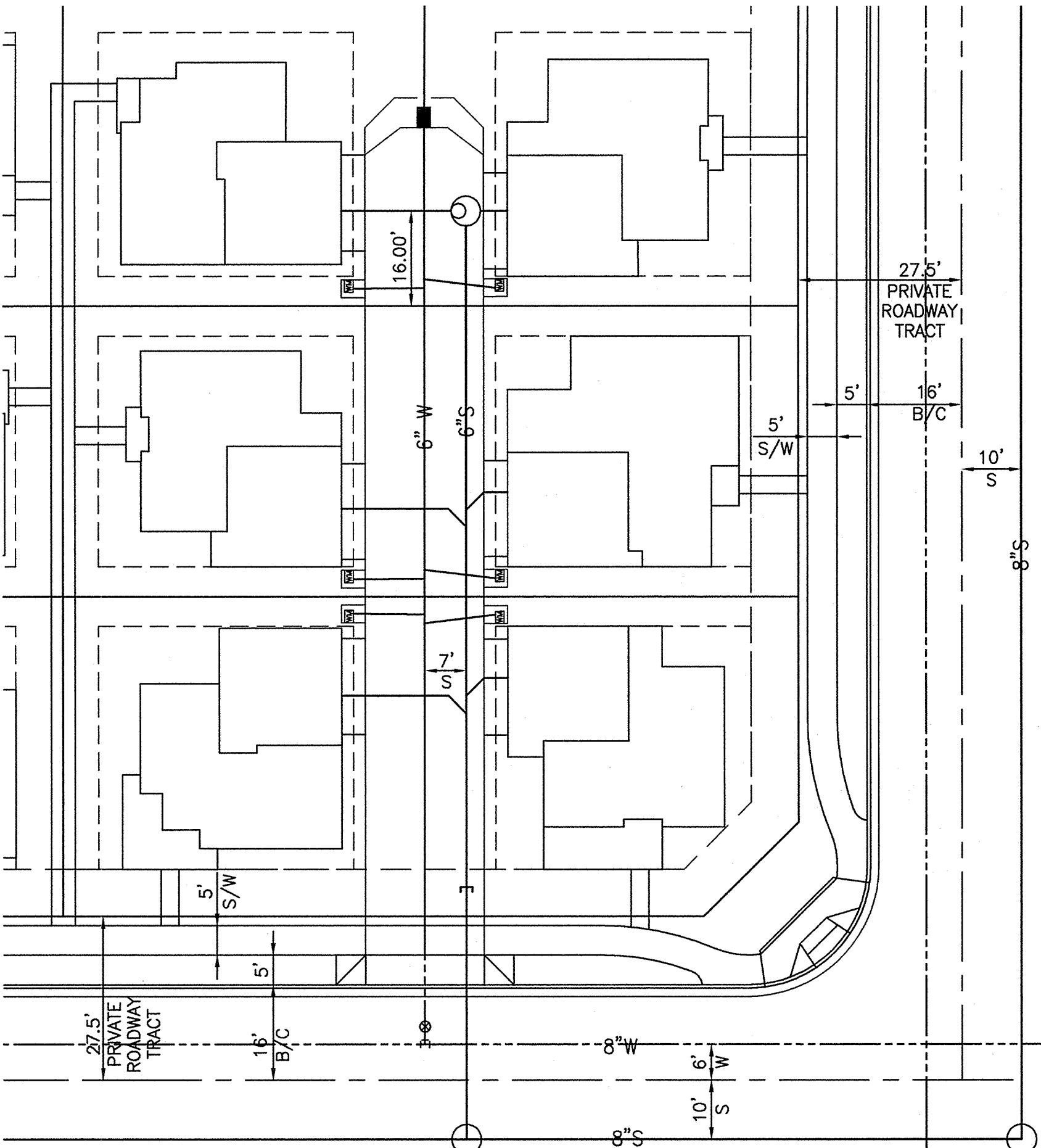
811
Know what's below.
Call before you dig.

REVISIONS:
4/15/15: PER C.O.S.
PS14-197 & FS15-069
COMMENTS
7/29/15: PER C.O.S.
PS14-197 & FS15-069
COMMENTS

PM. T. NORTHROP
DR. S. STAMAN
JOB NO. 09001944
FILE NO. 09001944DT02
DT02

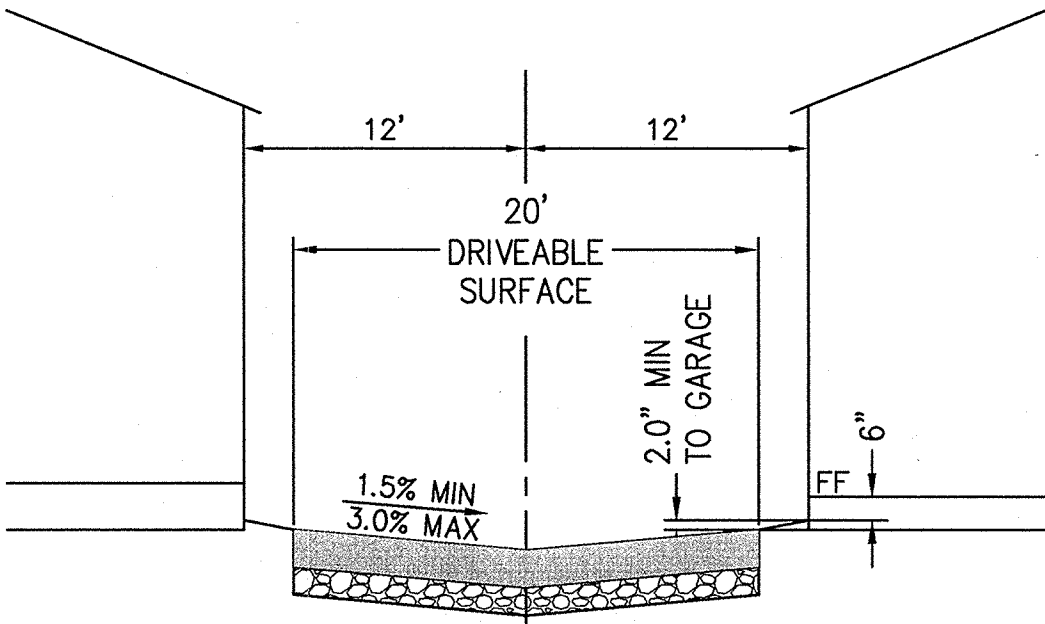
SHEET NO.
5 OF 21

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PARCEL A2 AND A18
WATER AND SEWER
LOCATION DETAIL

SCALE: 1"=20'



TYP. COURT YARD PRIVATE DRIVE

SCALE: N.T.S.

ADJACENT PROPERTY OWNERS WITHIN 200-FEET

ASSESSORS PARCEL #	PROPERTY OWNERS	MAILING ADDRESS
503-53-021	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	2801 W. DURANGO ST. PHOENIX AZ, 85009
503-53-022-E	RANCHO CABRILLO DEVELOPMENT LLC	PO BOX 14000 SUN LAKES AZ, 85248
503-54-003-D	HV 20 LLC	6064 E. JENAN DR. SCOTTSDALE, AZ 85254
503-54-003-E	HV 20 LLC	6064 E. JENAN DR. SCOTTSDALE, AZ 85254
503-54-003-F	YOUSIF RAYIS AND MAJDOLINE RAYIS	9433 E. VOLTAIRE SCOTTSDALE AZ, 85260
503-54-005-C	JK5 SURPRISE LLC	4332 E. TURQUOISE PHOENIX AZ, 85028
503-54-005-D	SARAH ROADRUCK TRUST	12906 W. GEORGIA AVE. LITCHFIELD PARK AZ, 85340
503-54-005-Q	PAUL & REITA DELAWARE	14907 W. EL CORTEZ SURPRISE AZ, 85387
503-54-006-B	KAX LLC	8530 E. VIA DEL SOL DR. SCOTTSDALE AZ, 85255
503-54-006-F	RANCHO MERCADO INVESTMENT	4417 N. SADDLEBAG TRAIL SCOTTSDALE AZ, 85251
503-54-006-J	ESTRELLA FREEWAY LAKE PLEASANT LTD PARTNERSHIP	3010 E. CAMELBACK RD. STE. 100 PHOENIX AZ, 85016
503-54-005-P	ALAN W. BRADEN	14913 W. EL CORTEZ SURPRISE, AZ 85387
503-54-013-A	SARAH ROADRUCK TRUST	12906 W. GEORGIA AVE. LITCHFIELD PARK AZ, 85340
503-54-013-C	VOYAGER SURPRISE 20 LLC	6900 E. SECOND ST. SCOTTSDALE AZ, 85251
503-69-001	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	2801 W. DURANGO ST. PHOENIX AZ, 85009
503-69-003-A	KAMARATA FAMILY TRUST	31208 N 61ST ST. CAVE CREEK AZ, 85331
503-69-003-B	GEORGE J KAMARATA AND ARLENE G KAMARATA TRUST	31208 N 61ST ST. CAVE CREEK AZ, 85331
503-69-009	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	2801 W. DURANGO ST. PHOENIX AZ, 85009
503-69-010-D	MANDOU FAMILY TRUST	8143 W. ELECTRA LN. PEORIA AZ, 85383
503-69-010-F	RANCHO MERCADO INVESTMENT	4417 N. SADDLEBAG TRAIL SCOTTSDALE AZ, 85251
503-69-010-H	RANCHO MERCADO INVESTMENT	4417 N. SADDLEBAG TRAIL SCOTTSDALE AZ, 85251
503-69-011-D	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	2801 W. DURANGO ST. PHOENIX AZ, 85009
503-69-019	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	2801 W. DURANGO ST. PHOENIX AZ, 85009
	ARIZONA STATE LAND	

NON-CONFORMING LOTS

PARCEL	LOT SIZE	LOT #	WIDTH*	DEPTH**
A11	53' x 105' (5,500 SF)	321		101
A11	53' x 105' (5,500 SF)	443		103
A17	63' x 115' (7,000 SF)	680		110
A17	63' x 115' (7,000 SF)	705		114
A19	75' x 120' (8,500 SF)	977		119
A19	75' x 120' (8,500 SF)	981		115
A4	58' x 110' (6,300 SF)	1144		108
A4	58' x 110' (6,300 SF)	1151		108
A4	58' x 110' (6,300 SF)	1170		108
A4	58' x 110' (6,300 SF)	1172		108
A4	58' x 110' (6,300 SF)	1173		108
A5	63' x 115' (7,000 SF)	1230	59	
A5	63' x 115' (7,000 SF)	1231	62	
A6	75' x 120' (8,500 SF)	1281		115
A6	75' x 120' (8,500 SF)	1300		118
A22	53' x 105' (5,500 SF)	1369		100
TOTAL LOTS		18		

* = WIDTH MEASURED AT BUILDING ENVELOPE.

** = DEPTH MEASURED AT MINIMUM LOT DEPTH.

TRACT AREAS & USAGE

AREAS ARE APPROXIMATE AND MAY VARY ON FINAL PLAT.

PARCEL A1

TRACT	ACRES	USAGE
1A	0.66 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
1B	0.72 AC	OPEN SPACE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
1C	0.28 AC	OPEN SPACE, AND COMMUNITY AMENITIES
1D	0.94 AC	OPEN SPACE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
1E	1.20 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
1F	1.40 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
1G	1.00 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
TOTAL	6.20 AC	

PARCEL A2

TRACT	ACRES	USAGE
2A	2.46 AC	OPEN SPACE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
2B	1.87 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
2C	0.11 AC	OPEN SPACE, AND COMMUNITY AMENITIES
2D	0.32 AC	OPEN SPACE, COMMUNITY AMENITIES AND MULTI USE TRAIL EASEMENT
2E	1.70 AC	MULTIUSE TRAIL AND DRAINAGE EASEMENT
2F	2.59 AC	PRIVATE ROADWAY (INCLUDING PAVEMENT, CURB & GUTTER AND SIDEWALKS) AND PUBLIC UTILITIES
TOTAL	9.05 AC	

PARCEL A3

TRACT	ACRES	USAGE
3A	1.29 AC	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES AND MULTIUSE TRAIL EASEMENT
3B	0.06 AC	OPEN SPACE, COMMUNITY AMENITIES AND PUBLIC TRAIL EASEMENT
3C	1.02 AC	OPEN SPACE, DRAINAGE, RECREATION & COMMUNITY AMENITIES
3D	0.56 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
3E	0.06 AC	OPEN SPACE, AND COMMUNITY AMENITIES
3F	1.42 AC	OPEN SPACE, DRAINAGE, RECREATION & COMMUNITY AMENITIES
3G	0.02 AC	OPEN SPACE, AND COMMUNITY AMENITIES
3H	0.07 AC	OPEN SPACE, AND COMMUNITY AMENITIES
3J	0.04 AC	OPEN SPACE, AND COMMUNITY AMENITIES
3K	0.33 AC	OPEN SPACE, COMMUNITY AMENITIES, AND MULTI USE TRAIL EASEMENT
3L	1.70 AC	MULTIUSE TRAIL AND DRAINAGE EASEMENT
TOTAL	6.57 AC	

PARCEL A4

TRACT	ACRES	USAGE
4B	1.67 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
4C	1.17 AC	OPEN SPACE, DRAINAGE, RECREATION & COMMUNITY AMENITIES
4D	2.21 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
4E	0.76 AC	OPEN SPACE, DRAINAGE, RECREATION & COMMUNITY AMENITIES
4F	2.10 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
4G	0.17 AC	OPEN SPACE, AND COMMUNITY AMENITIES
TOTAL	8.08 AC	

PARCEL A5

TRACT	ACRES	USAGE
5A	1.03 AC	OPEN SPACE, DRAINAGE, RECREATION & COMMUNITY AMENITIES
5B	0.68 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
5C	1.43 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
5D	2.30 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
TOTAL	5.44 AC	

PARCEL A6

TRACT	ACRES	USAGE
6A	1.69 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
6B	1.23 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
6C	0.63 AC	OPEN SPACE, AND COMMUNITY AMENITIES
6D	2.22 AC	OPEN SPACE, DRAINAGE, RECREATION & COMMUNITY AMENITIES, AND WELL OVERFLOW EASEMENT
6E	0.79 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
6F	0.59 AC	WELL SITE A
6G	8.00 AC	MULTIUSE TRAIL AND DRAINAGE EASEMENT
TOTAL	15.15 AC	

PARCEL A9

TRACT	ACRES	USAGE
9A	11.60 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES

PARCEL A10

TRACT	ACRES	USAGE
10A	14.40 AC	SCHOOL SITE

PARCEL A11

TRACT	ACRES	USAGE
11A	0.92 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
11B	0.69 AC	OPEN SPACE, AND COMMUNITY AMENITIES
11C	0.42 AC	OPEN SPACE, AND COMMUNITY AMENITIES
11D	0.77 AC	OPEN SPACE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
11E	0.49 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
11F	0.31 AC	OPEN SPACE, AND COMMUNITY AMENITIES
11G	0.28 AC	OPEN SPACE, AND COMMUNITY AMENITIES
11H	1.68 AC	OPEN SPACE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES, AND MULTIUSE TRAIL EASEMENT
TOTAL	5.56 AC	

PARCEL A12

TRACT	ACRES	USAGE
12A	0.49 AC	OPEN SPACE, AND COMMUNITY AMENITIES
12B	0.73 AC	OPEN SPACE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
12C	0.28 AC	OPEN SPACE, AND COMMUNITY AMENITIES
12D	1.27 AC	OPEN SPACE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
12E	4.10 AC	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES, AND MULTIUSE TRAIL EASEMENT
TOTAL	6.87 AC	

PARCEL A13

TRACT	ACRES	USAGE
13A	17.15 AC	OPEN SPACE, MULTIUSE TRAIL AND DRAINAGE EASEMENT

PARCEL A14

TRACT	ACRES	USAGE
14A	0.88 AC	OPEN SPACE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
14B	1.39 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
14C	0.02 AC	OPEN SPACE AND COMMUNITY AMENITIES
14D	0.78 AC	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES, AND WELL & STORAGE TANK OVERFLOW EASEMENT
14E	2.99 AC	WATER CAMPUS AND WELL SITE E
TOTAL	6.06 AC	

PARCEL A15

TRACT	ACRES	USAGE
15A	0.17 AC	OPEN SPACE, AND COMMUNITY AMENITIES
15B	0.55 AC	OPEN SPACE, DRAINAGE, RECREATION & COMMUNITY AMENITIES
15C	0.27 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
15D	1.06 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
15E	1.30 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
TOTAL	3.35 AC	

PARCEL A16

TRACT	ACRES	USAGE
16A	0.55 AC	OPEN SPACE, AND COMMUNITY AMENITIES
16B	1.70 AC	OPEN SPACE, DRAINAGE, RECREATION & COMMUNITY AMENITIES
16C	0.47 AC	OPEN SPACE, DRAINAGE, RECREATION & COMMUNITY AMENITIES
16D	0.14 AC	OPEN SPACE, AND COMMUNITY AMENITIES
16E	0.21 AC	OPEN SPACE, AND COMMUNITY AMENITIES
16F	0.73 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
TOTAL	3.80 AC	

PARCEL A17

TRACT	ACRES	USAGE
17A	0.97 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
17B	0.25 AC	OPEN SPACE, AND COMMUNITY AMENITIES
17C	0.71 AC	OPEN SPACE, DRAINAGE, RECREATION & COMMUNITY AMENITIES
17D	0.20 AC	OPEN SPACE, AND COMMUNITY AMENITIES
17E	1.32 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
17F	0.57 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
TOTAL	4.02 AC	

PARCEL A18W

TRACT	ACRES	USAGE
18WA	3.20 AC	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES, AND WELL & STORAGE TANK OVERFLOW EASEMENT
18WB	2.23 AC	OPEN SPACE, DRAINAGE, RECREATION & COMMUNITY AMENITIES
18WC	0.69 AC	OPEN SPACE, AND COMMUNITY AMENITIES
18WD	0.40 AC	OPEN SPACE, AND COMMUNITY AMENITIES
18WE	3.45 AC	PRIVATE ROADWAY (INCLUDING PAVEMENT, CURB & GUTTER AND SIDEWALKS) AND PUBLIC UTILITIES
TOTAL	9.97 AC	

PARCEL A18E

TRACT	ACRES	USAGE
18EA	0.73 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
18EB	0.84 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
18EC	2.10 AC	PRIVATE ROADWAY (INCLUDING PAVEMENT, CURB & GUTTER AND SIDEWALKS) AND PUBLIC UTILITIES
TOTAL	3.67 AC	

PARCEL A19

TRACT	ACRES	USAGE
19A	4.19 AC	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES, AND WELL & STORAGE TANK OVERFLOW EASEMENT
19B	1.64 AC	OPEN SPACE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
19C	0.14 AC	OPEN SPACE, AND COMMUNITY AMENITIES
19D	2.31 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
19E	0.03 AC	OPEN SPACE, AND COMMUNITY AMENITIES
19F	1.44 AC	OPEN SPACE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES
19G	0.14 AC	OPEN SPACE, AND COMMUNITY AMENITIES
19H	0.04 AC	OPEN SPACE, AND COMMUNITY AMENITIES
19J	6.93 AC	MULTIUSE TRAIL AND DRAINAGE EASEMENT
19K	19.34 AC	PUBLIC TRAIL AND DRAINAGE EASEMENT
TOTAL	36.20 AC	

PARCEL A22

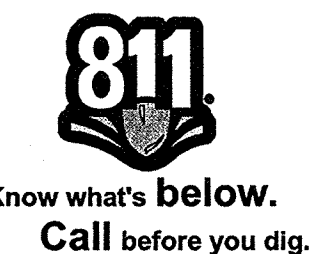
TRACT	ACRES	USAGE
22A	2.54 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
22B	0.80 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
22C	0.48 AC	OPEN SPACE, AND COMMUNITY AMENITIES
22D	2.13 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
22E	0.34 AC	OPEN SPACE, AND COMMUNITY AMENITIES
22F	3.03 AC	OPEN SPACE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES AND WELL OVERFLOW EASEMENT
22G	0.48 AC	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
22H	0.66 AC	WELL SITE F
TOTAL	10.46 AC	

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DETAIL SHEET
PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA



REVISIONS:
4/15/15: PER C.O.S.
PS14-197 & FS15-069
COMMENTS
7/29/15: PER C.O.S.
PS14-197 & FS15-069
COMMENTS



PM. T. NORTHROP
DR. S. STAMAN
JOB NO.
09001944
FILE NO.
09001944D03

DT03
SHEET NO.
6 OF 21

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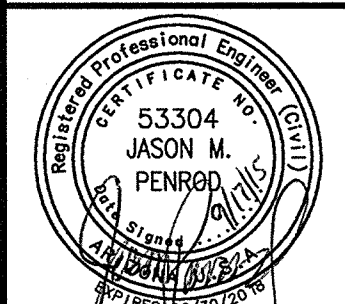
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PRELIMINARY PLAT
PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA

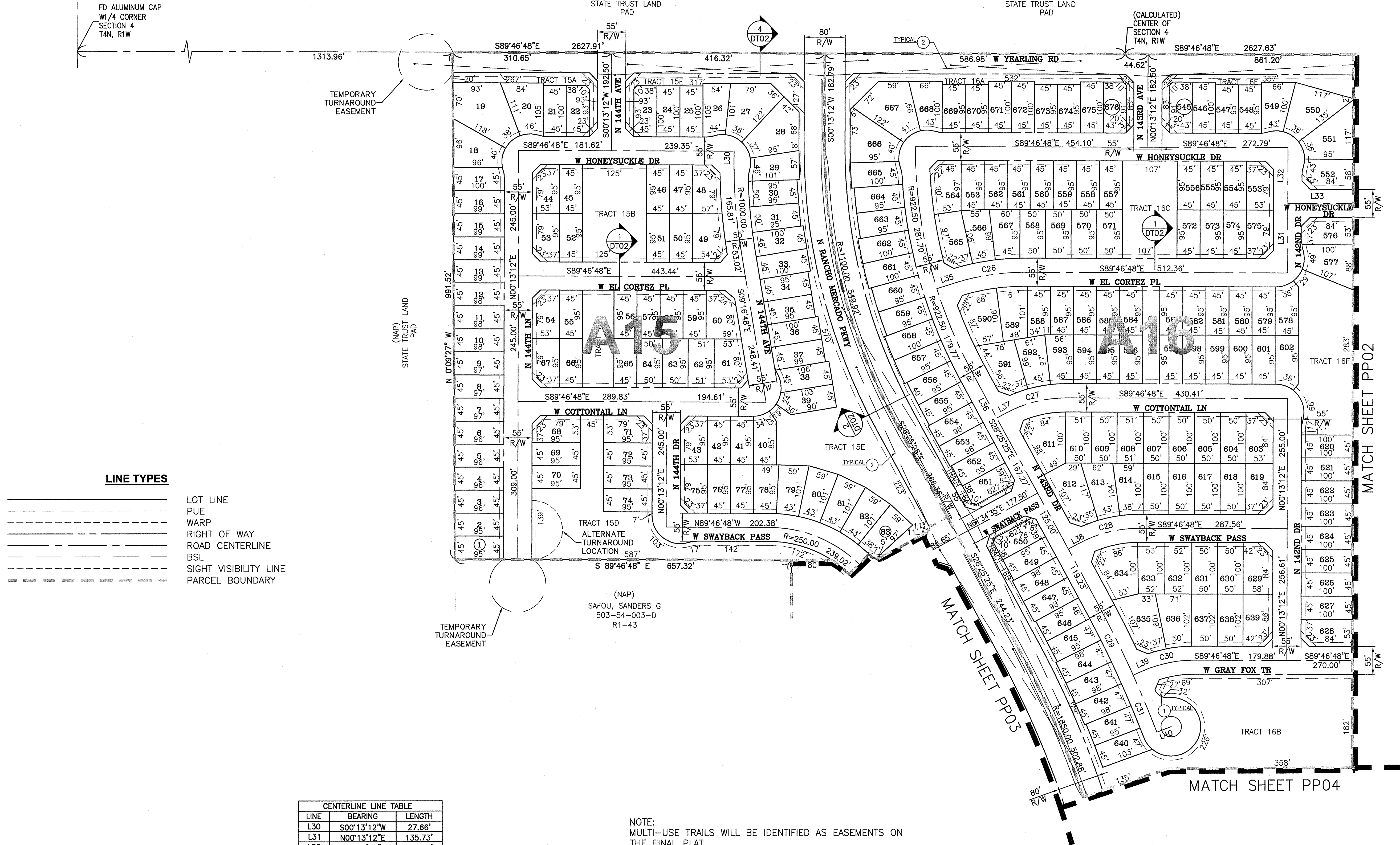


REVISIONS:	
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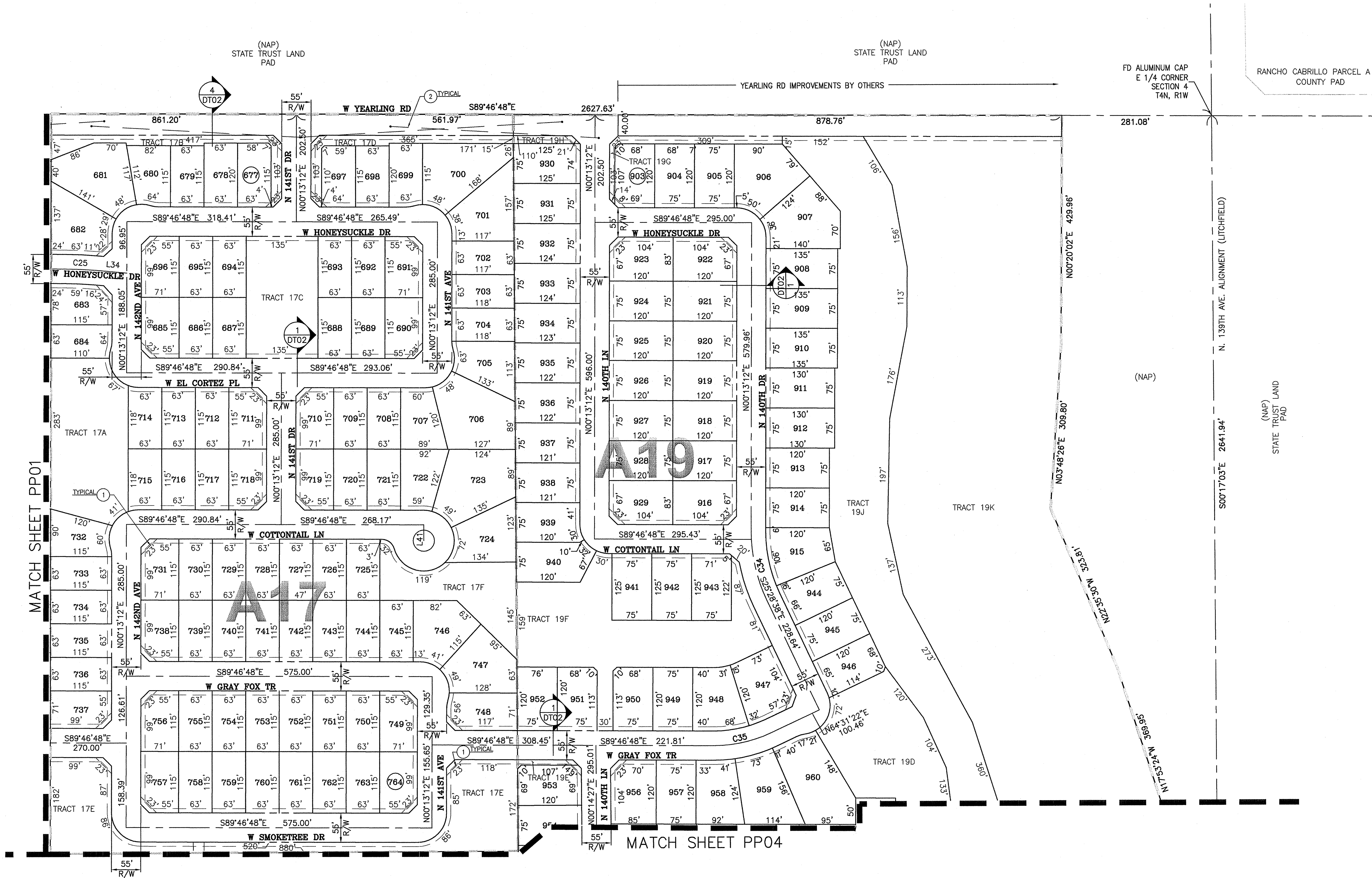


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09001944
FILE NO.
09001944PP01

PP01
SHEET NO.
7 OF 21



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LINE TYPES

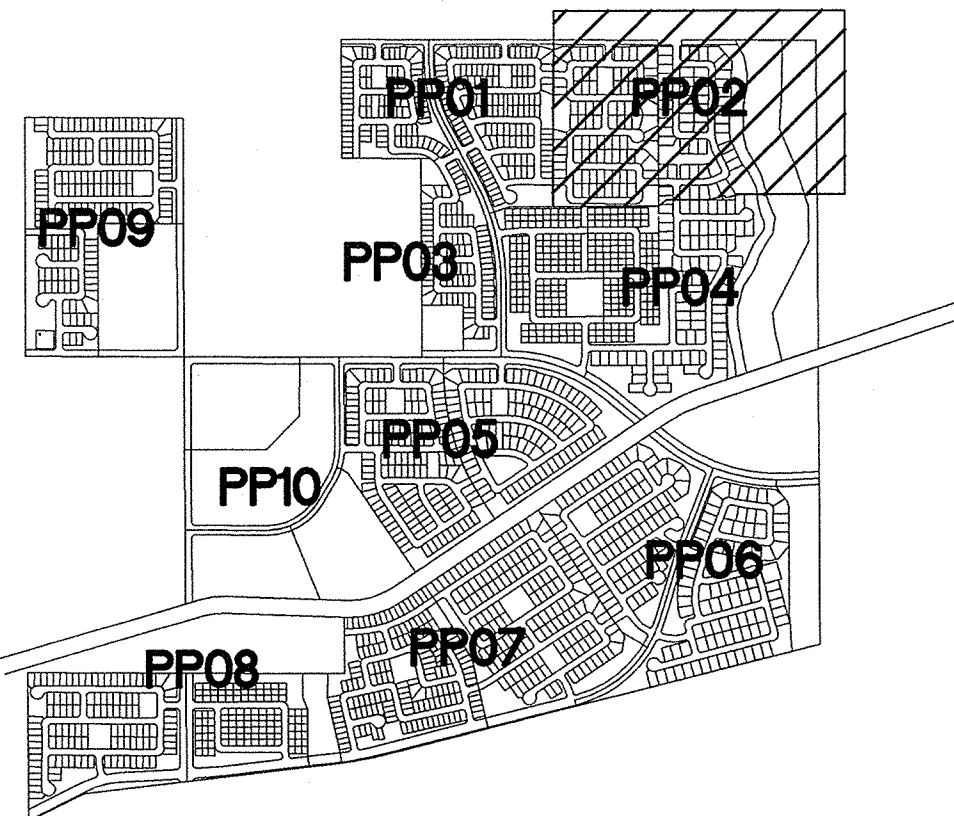
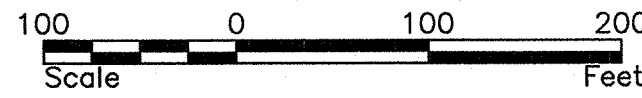
- LOT LINE
- PUE
- WARP
- RIGHT OF WAY
- ROAD CENTERLINE
- BSL
- SIGHT VISIBILITY LINE
- PARCEL BOUNDARY

CENTERLINE LINE TABLE			
LINE	BEARING	LENGTH	
L34	S84°46'48"E	57.49'	
L41	N00°13'12"E	30.00'	
L44	N64°31'22"E	37.24'	
L52	N89°42'57"E	30.00'	

CENTERLINE CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C25	61.09'	700.00'	5°00'00"
C34	134.55'	300.00'	25°41'50"
C35	112.13'	250.00'	25°41'50"
C44	134.55'	300.00'	25°41'50"

NOTE:
MULTI-USE TRAILS WILL BE IDENTIFIED AS EASEMENTS ON THE FINAL PLAT.

- ① SIGHT DISTANCE REQUIREMENTS PER DETAIL 1 ON SHEET DT01
- ② SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREETS PER CITY OF SURPRISE DETAIL 4-01



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480.215.5501

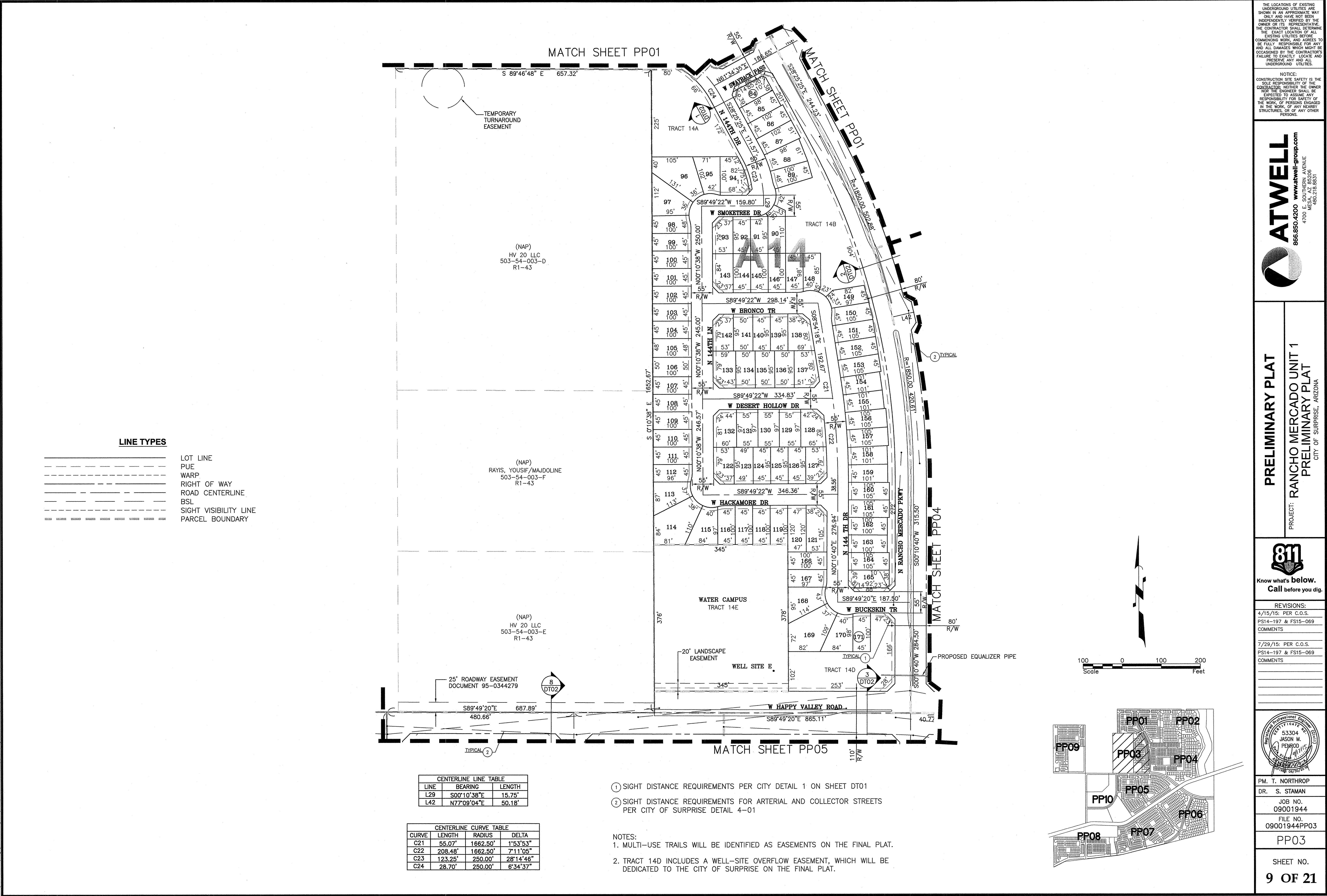
PRELIMINARY PLAT
PROJECT: **RANCHO MERCADO UNIT 1**
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA

811
Know what's below.
Call before you dig.

REVISIONS:
4/15/15: PER C.O.S.
PS14-197 & FS15-069
COMMENTS
7/29/15: PER C.O.S.
PS14-197 & FS15-069
COMMENTS

Professional Engineer
53304
JASON M. PENROD
Arizona
9/17/2015

PM. T. NORTHROP
DR. S. STAMAN
JOB NO.
09001944
FILE NO.
09001944PP02
PP02
SHEET NO.
8 OF 21





LINE TYPES

LOT LINE
PUE
WARP
RIGHT OF WAY
ROAD CENTERLINE
BSL
SIGHT VISIBILITY LINE
PARCEL BOUNDARY

- NOTE:
MULTI-USE TRAILS WILL BE IDENTIFIED AS EASEMENTS ON THE FINAL PLAT.
- ① SIGHT DISTANCE REQUIREMENTS PER DETAIL 1 ON SHEET DT01
② SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREETS PER CITY OF SURPRISE DETAIL 4-01

MATCH SHEET PP03

W HAPPY VALLEY ROAD

W ARTEMISA AVE

W FAYE WY

W CHAMA DR

W WHISPERING WIND DR

W LARAT LN

W WEST WIND DR

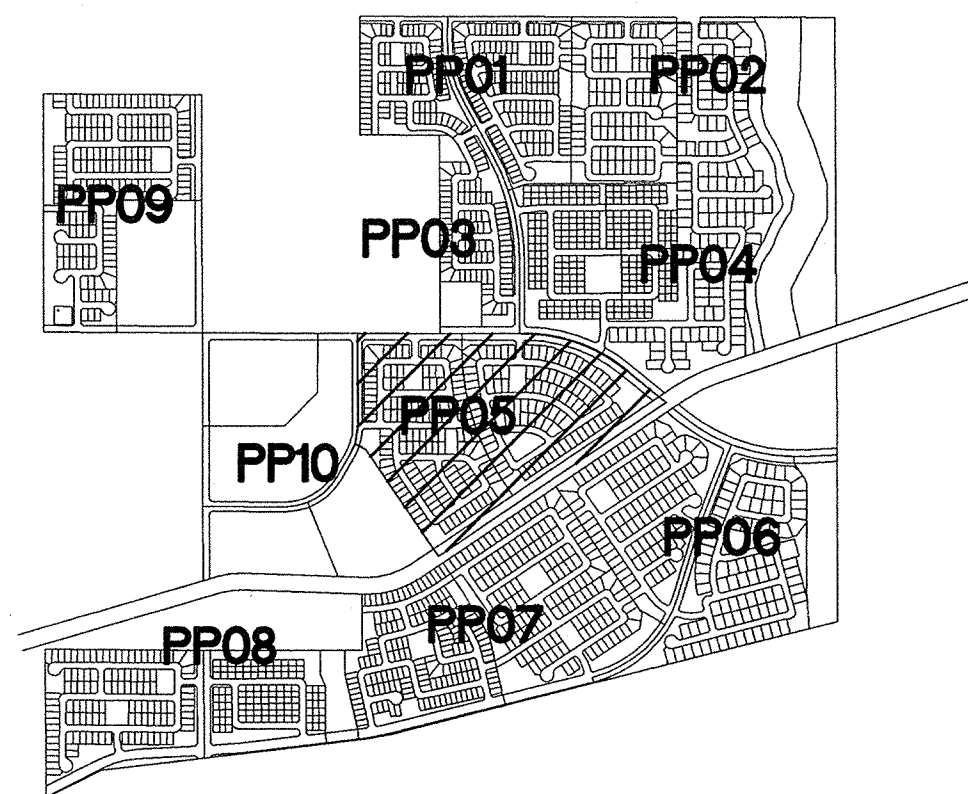
W CHAMA DR

W CHAMA DR

CENTERLINE LINE TABLE		
LINE	BEARING	LENGTH
L22	S00°10'40"W	55.46'
L23	S84°27'56"W	27.58'
L24	S67°30'46"W	28.64'
L25	S41°25'31"E	24.00'
L26	S41°25'31"E	54.74'
L27	S41°25'31"E	44.67'
L28	S76°34'59"W	46.02'
L43	N26°57'38"E	57.14'
L51	S39°20'59"W	103.32'

CENTERLINE CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C9	36.58'	500.00'	4°11'29"
C10	122.77'	500.00'	14°04'06"
C11	97.56'	100.00'	55°53'49"
C12	119.04'	200.00'	34°06'11"
C13	29.91'	300.00'	5°42'44"
C14	49.85'	500.00'	5°42'44"
C15	148.65'	300.00'	28°23'27"
C16	79.12'	200.00'	22°39'54"
C17	118.64'	500.00'	13°35'41"
C18	150.42'	1847.50'	4°39'53"
C19	142.05'	1847.50'	4°24'19"
C20	157.39'	1847.50'	4°52'52"

100 0 100 200
Scale Feet



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

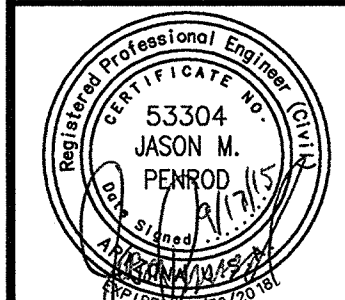
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PRELIMINARY PLAT
PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA



REVISIONS:
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COMMENTS
7/29/15: PER C.O.S.
PS14-197 & FS15-069
COMMENTS



PM. T. NORTHROP
DR. S. STAMAN
JOB NO.
09001944
FILE NO.
09001944PP05
PP05

SHEET NO.
11 OF 21

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- NOTES:
- MULTI-USE TRAILS WILL BE IDENTIFIED AS EASEMENTS ON THE FINAL PLAT.
 - TRACT 6D INCLUDES A WELL-SITE OVERFLOW EASEMENT, WHICH WILL BE DEDICATED TO THE CITY OF SURPRISE ON THE FINAL PLAT.
- ① SIGHT DISTANCE REQUIREMENTS PER DETAIL 1 ON SHEET DT01
- ② SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREETS PER CITY OF SURPRISE DETAIL 4-01

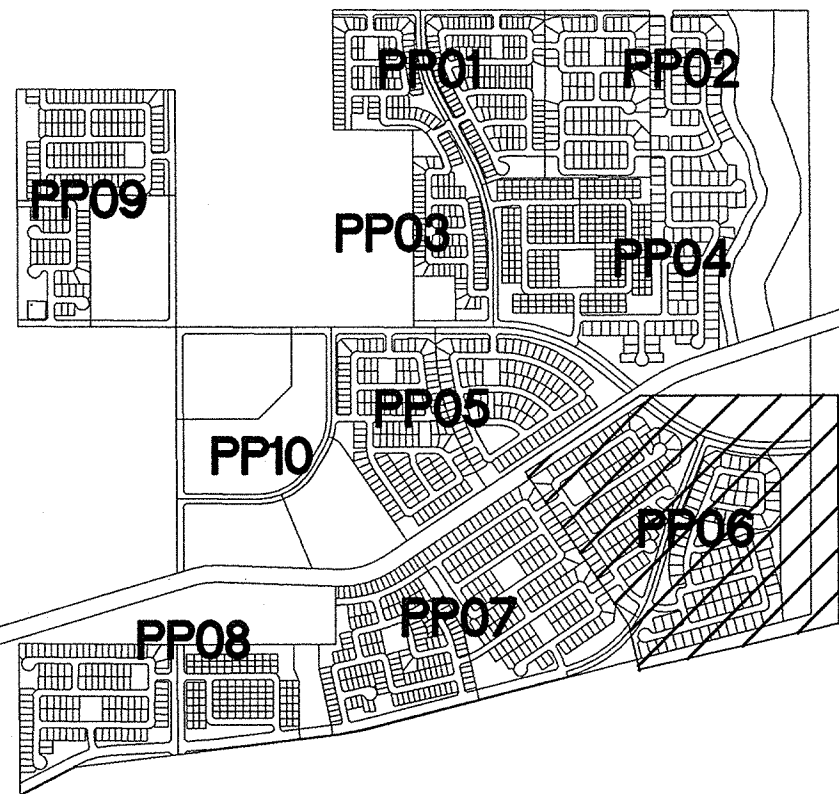
LINE TYPES

	LOT LINE
	PUE
	WARP
	RIGHT OF WAY
	ROAD CENTERLINE
	BSL
	SIGHT VISIBILITY LINE
	PARCEL BOUNDARY



CENTERLINE LINE TABLE		
LINE	BEARING	LENGTH
L12	S65°44'36"E	42.26'
L13	N65°44'36"W	36.85'
L14	N33°55'31"W	30.00'
L15	N33°55'31"W	32.31'
L16	N33°55'31"W	30.00'
L17	S33°55'31"E	26.50'
L18	N75°09'07"E	68.24'
L19	N14°50'53"W	70.69'
L20	N73°00'17"W	27.78'
L21	N16°59'43"E	100.00'

CENTERLINE CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C8	91.70'	165.00'	31°50'36"



FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
503-69-009
R1-43

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MESA, AZ 85206
480.216.8601

PRELIMINARY PLAT
PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA

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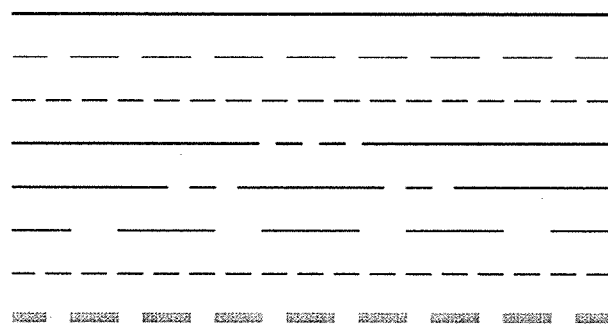
REVISIONS:

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PS14-197 & FS15-069	COMMENTS
7/29/15:	PER C.O.S.
PS14-197 & FS15-069	COMMENTS

PM. T. NORTHROP
DR. S. STAMAN
JOB NO. 09001944
FILE NO. 09001944PP06
PP06

SHEET NO.
12 OF 21

LINE TYPES

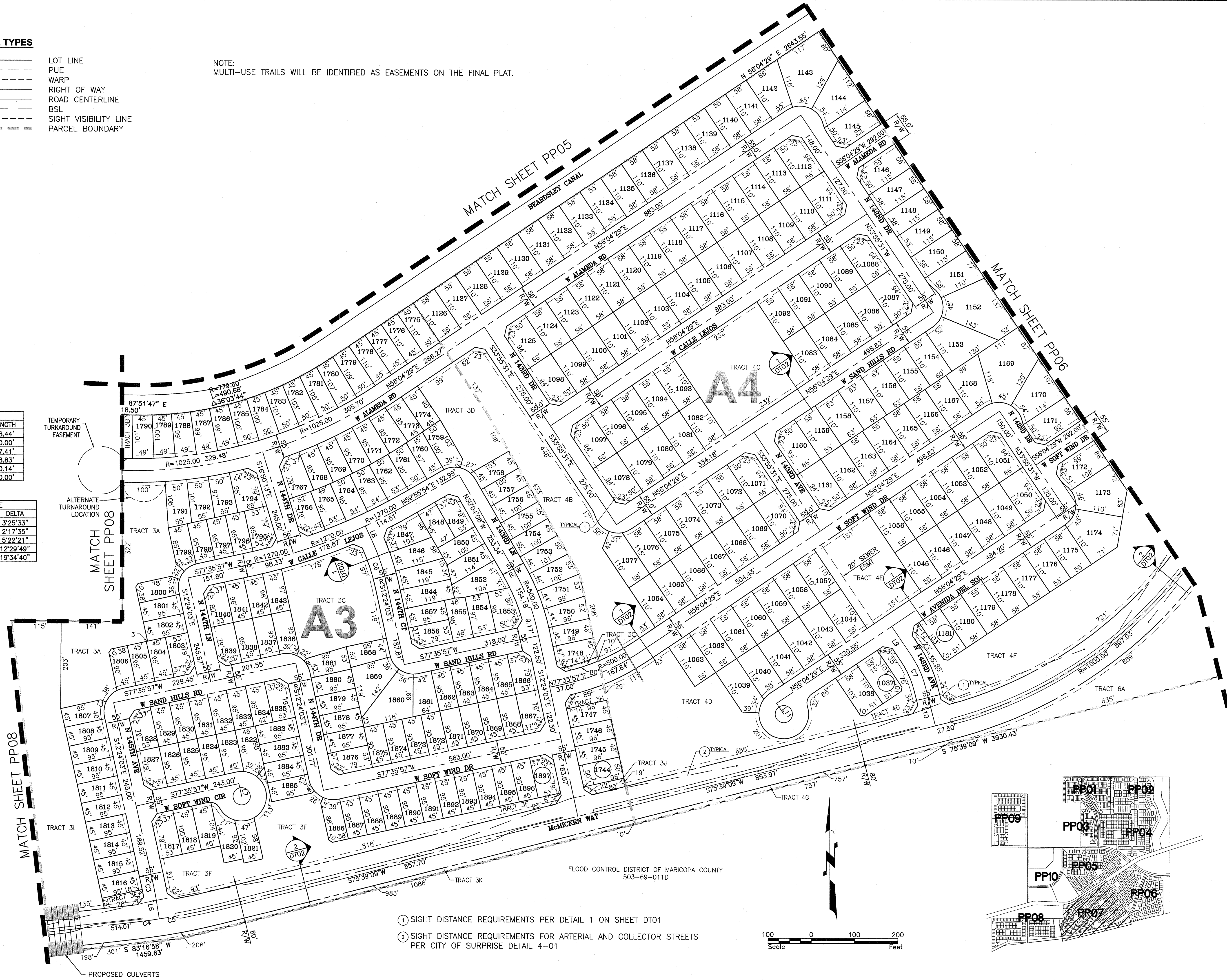


LOT LINE
PUE
WARP
RIGHT OF WAY
ROAD CENTERLINE
BSL
SIGHT VISIBILITY LINE
PARCEL BOUNDARY

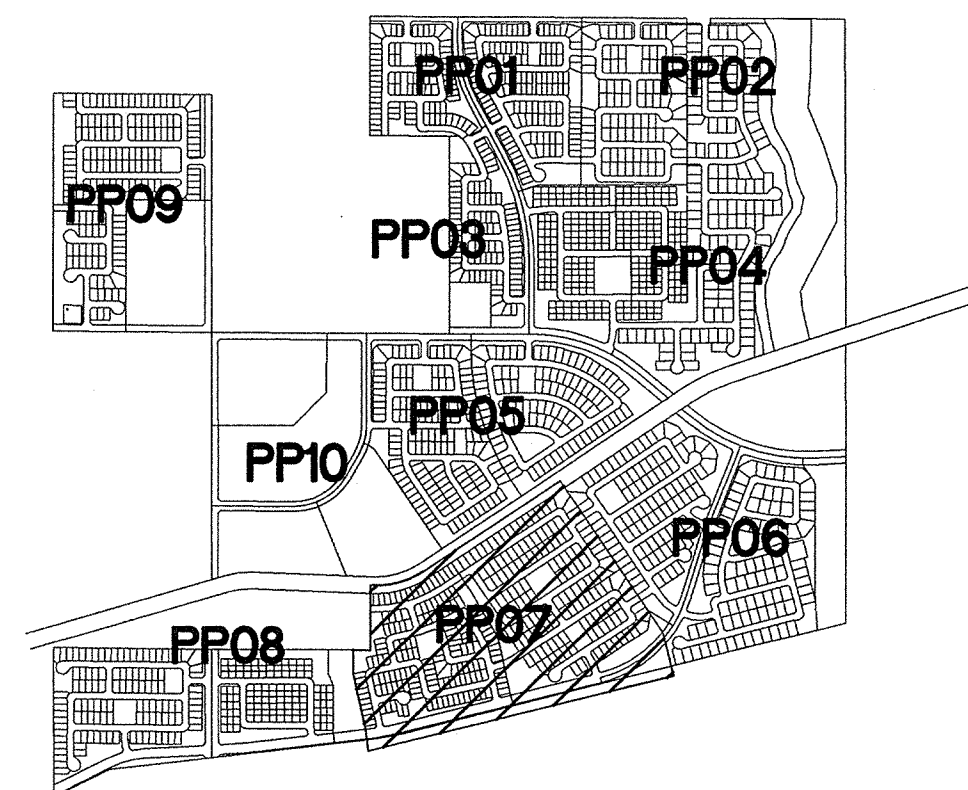
NOTE:
MULTI-USE TRAILS WILL BE IDENTIFIED AS EASEMENTS ON THE FINAL PLAT.

CENTERLINE LINE TABLE			
LINE	BEARING	LENGTH	
L6	S08°58'30"E	48.44'	
L7	N12°24'03"W	30.00'	
L8	N24°53'52"W	37.41'	
L9	S33°55'31"E	78.83'	
L10	S14°20'51"E	90.14'	
L11	N33°55'31"W	30.00'	

CENTERLINE CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C3	29.90'	500.00'	3°25'33"
C4	60.03'	1500.00'	2°17'35"
C5	140.65'	1500.00'	5°22'21"
C6	109.06'	500.00'	12°29'49"
C7	85.42'	250.00'	19°34'40"

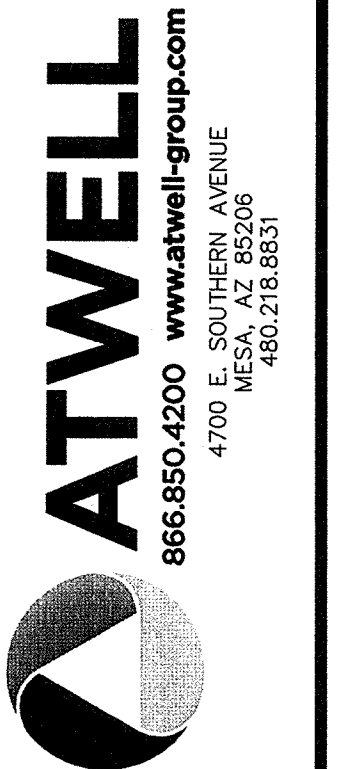


- ① SIGHT DISTANCE REQUIREMENTS PER DETAIL 1 ON SHEET DT01
② SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREETS PER CITY OF SURPRISE DETAIL 4-01

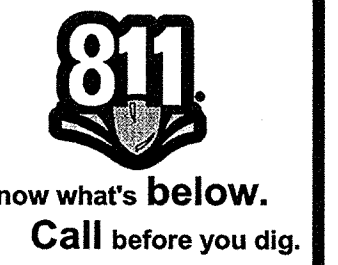


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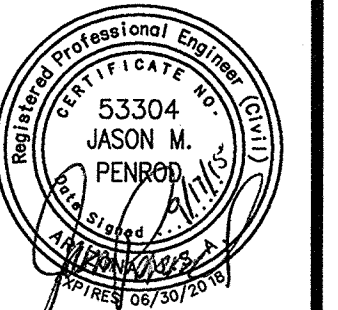
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PRELIMINARY PLAT
RANCHO MERCADO UNIT 1
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA



REVISIONS:
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COMMENTS
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PS14-197 & FS15-069
COMMENTS



P.M. T. NORTHRUP
DR. S. STAMAN
JOB NO.
09001944
FILE NO.
09001944PP07

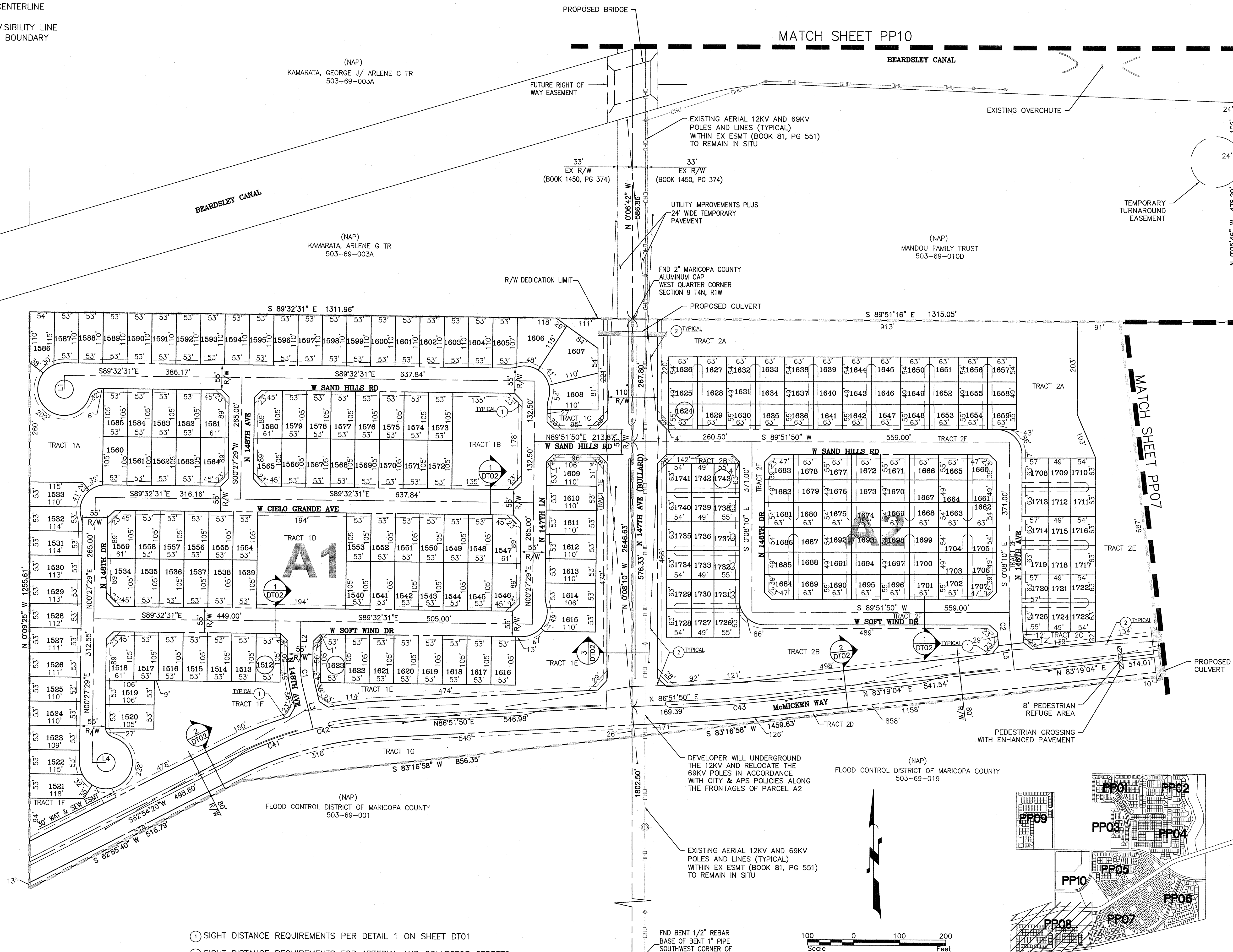
PP07
SHEET NO.
13 OF 21

LOT LINE
PUE
WARP
RIGHT OF WAY
ROAD CENTERLINE
BSL
SIGHT VISIBILITY LINE
PARCEL BOUNDARY

NOTE:
MULTI-USE TRAILS WILL BE IDENTIFIED AS EASEMENTS ON THE FINAL PLAT.

LINE	BEARING	LENGTH
L1	N00°27'29"E	30.00'
L2	N00°27'29"E	89.96'
L3	N13°54'44"W	97.79'
L4	N89°32'31"W	30.00'
L5	S06°40'56"E	67.87'

CENTERLINE CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	50.16'	200.00'	14°22'14"
C2	57.13'	500.00'	6°32'46"
C41	184.06'	800.00'	13°10'55"
C42	150.46'	800.00'	10°46'34"
C43	123.78'	2000.00'	3°32'46"



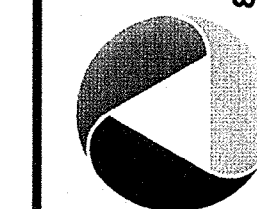
① SIGHT DISTANCE REQUIREMENTS PER DETAIL 1 ON SHEET DT01

② SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREETS
PER CITY OF SURPRISE DETAIL 4-01

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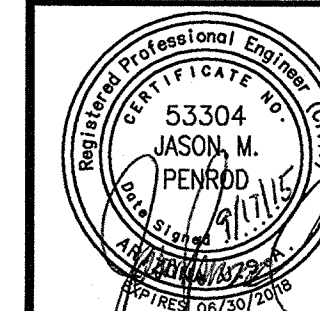
PRELIMINARY PLAT

PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT



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REVISIONS: 4/15/15: PER C.O.S. PS14-197 & FS15-069 COMMENTS
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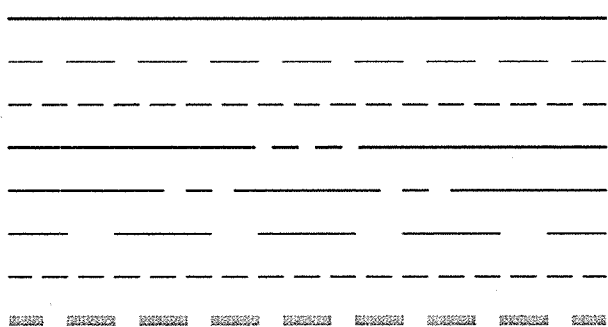


PM. T. NORTHROP
DR. S. STAMAN
JOB NO. 09001944
FILE NO. 0900194413PP08

PP08

SHEET NO.
14 OF 21

LINE TYPES



LOT LINE
PUE
WARP
RIGHT OF WAY
ROAD CENTERLINE
BSL
SIGHT VISIBILITY LINE
PARCEL BOUNDARY

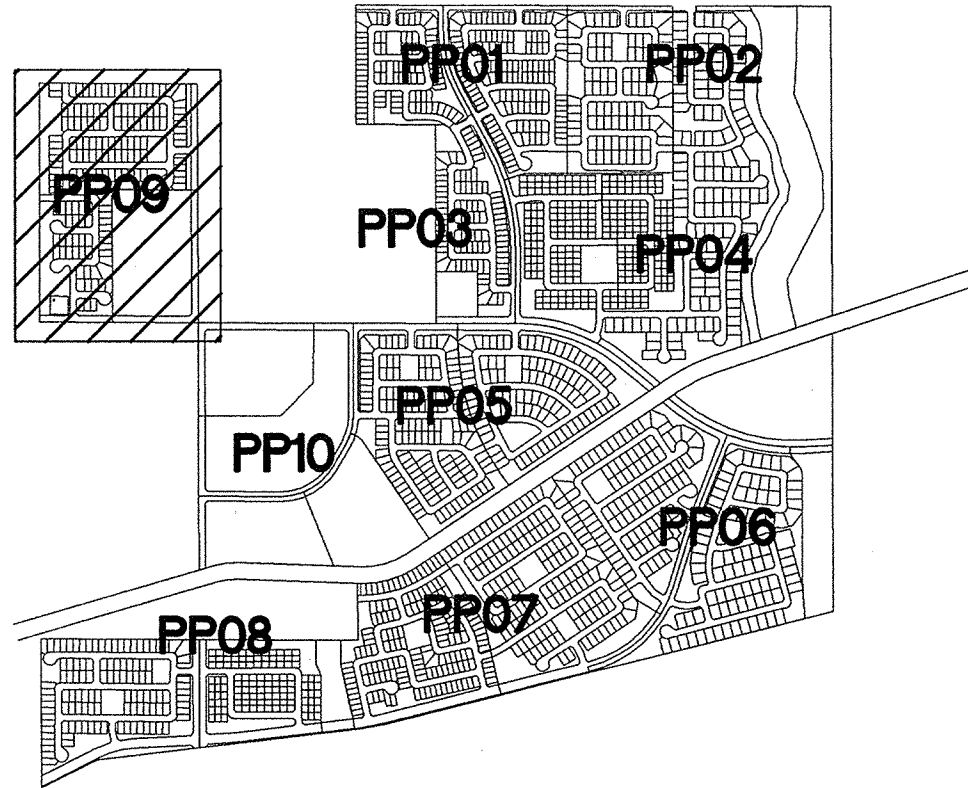
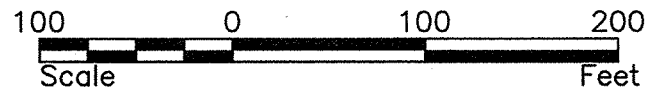
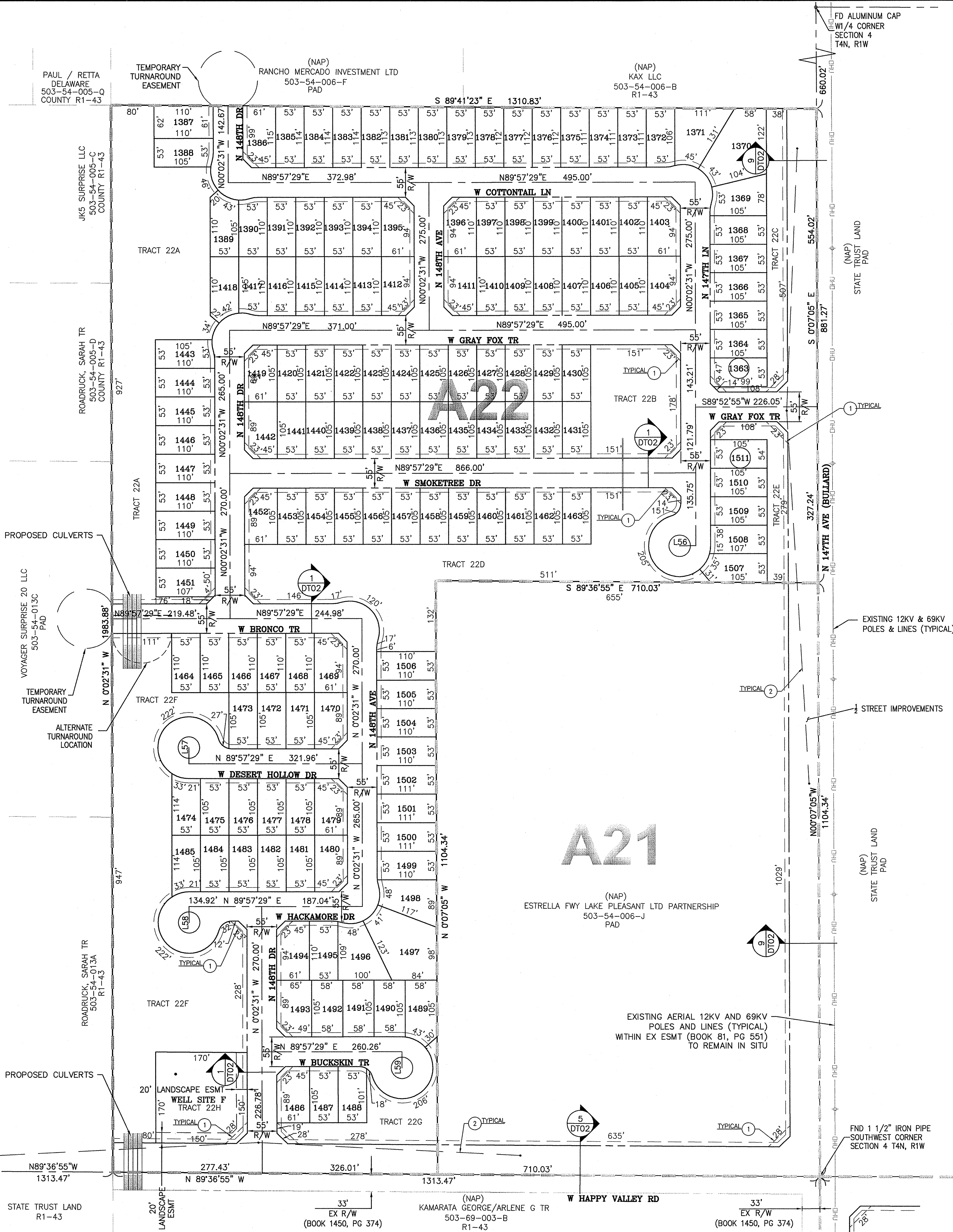
CENTERLINE LINE TABLE		
LINE	BEARING	LENGTH
L56	N89°57'29"E	30.00'
L57	S00°02'31"W	30.00'
L58	N00°02'31"W	30.00'
L59	N00°02'31"W	30.00'

- ① SIGHT DISTANCE REQUIREMENTS PER DETAIL 1 ON SHEET DT01
② SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL AND COLLECTOR STREETS PER CITY OF SURPRISE DETAIL 4-01

NOTES:

1. MULTI-USE TRAILS WILL BE IDENTIFIED AS EASEMENTS ON THE FINAL PLAT.
2. TRACT 22F INCLUDES A WELL-SITE OVERFLOW EASEMENT, WHICH WILL BE DEDICATED TO THE CITY OF SURPRISE ON THE FINAL PLAT.

FND 2" MARICOPA COUNTY ALUMINUM CAP SOUTH QUARTER CORNER SECTION 5 T4N, R1W



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PRELIMINARY PLAT
PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA

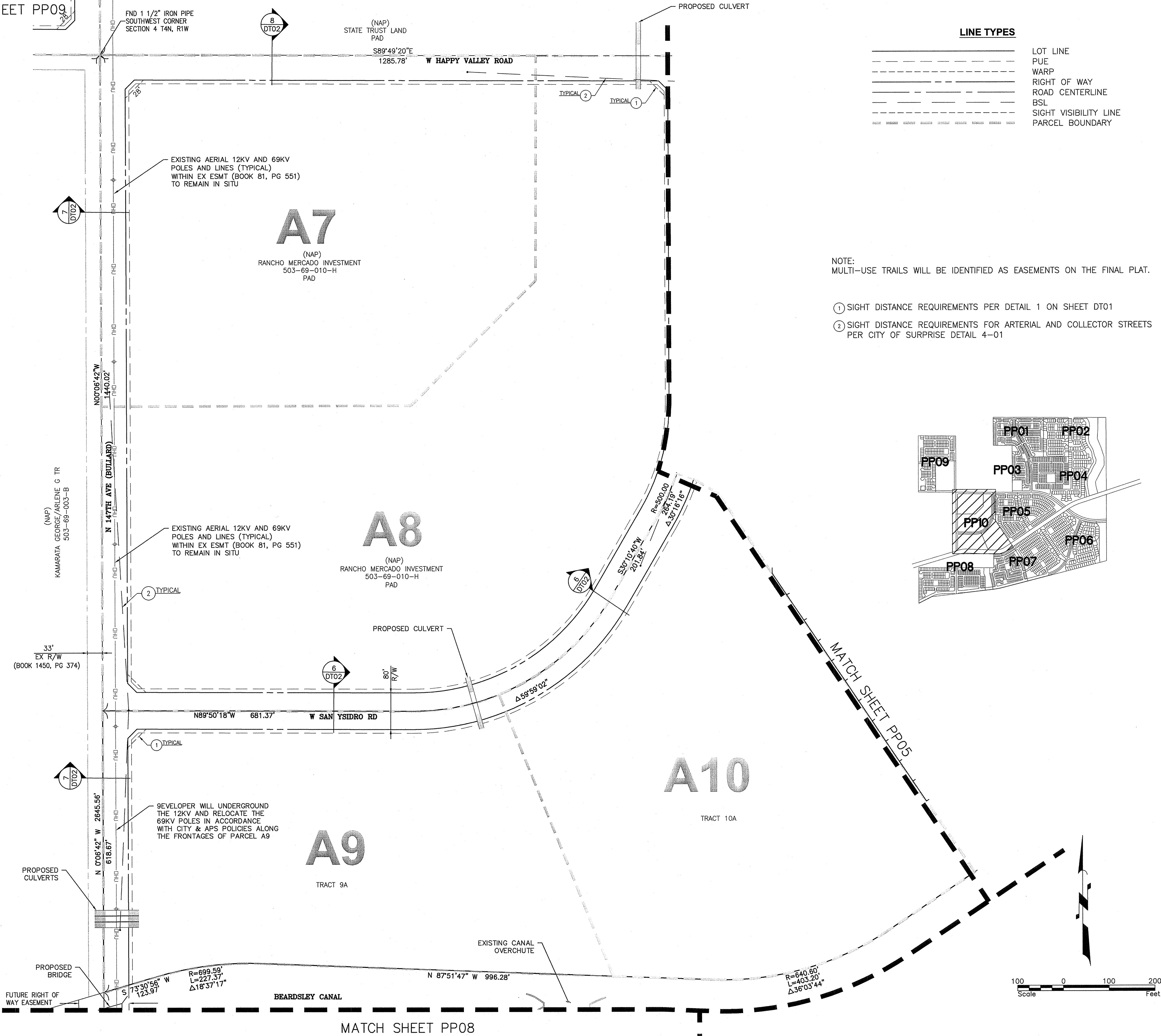


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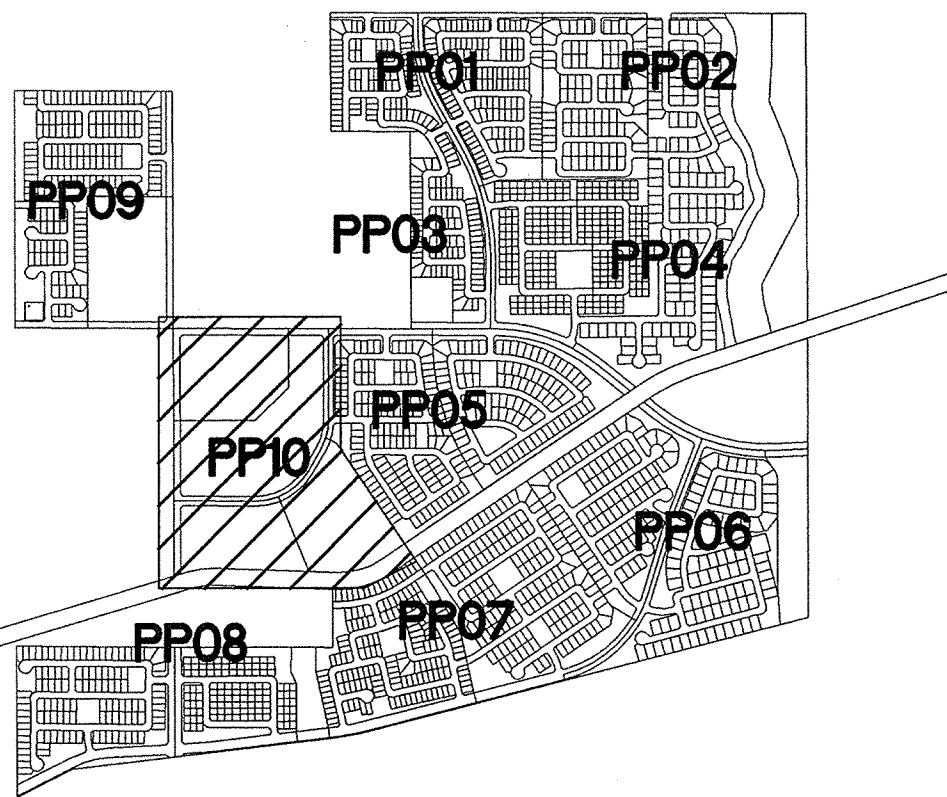
PM. T. NORTROP
DR. S. STAMAN
JOB NO.
09001944
FILE NO.
09001944PP09
PP09

MATCH SHEET PP09



LINE TYPES	
	LOT LINE
	PUE
	WARP
	RIGHT OF WAY
	ROAD CENTERLINE
	BSL
	SIGHT VISIBILITY LINE
	PARCEL BOUNDARY

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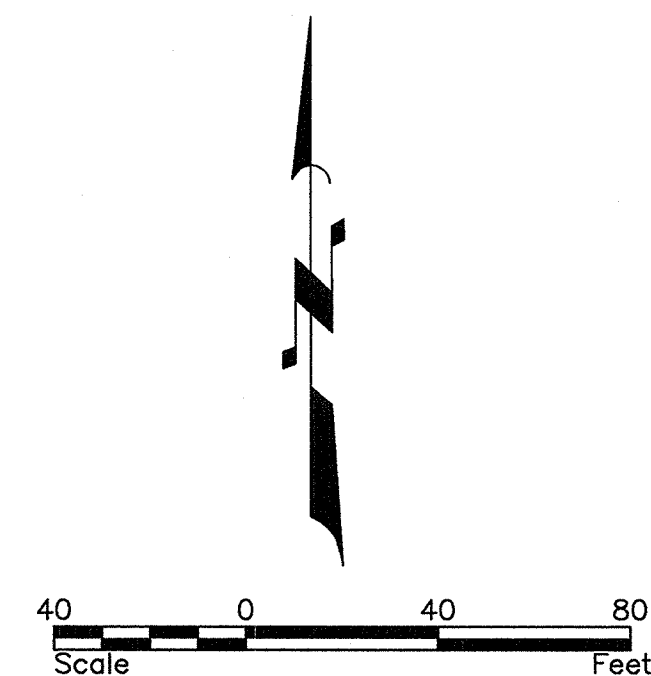
PRELIMINARY PLAT
PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA

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COMMENTS
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COMMENTS

Professional Engineer
53304
JASON M. PENROD
EXPIRATION DATE 06/30/2017

PM. T. NORTHROP
DR. S. STAMAN
JOB NO. 09001944
FILE NO. 09001944PP10
PP10
SHEET NO. 16 OF 21

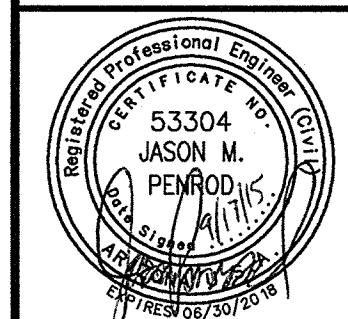


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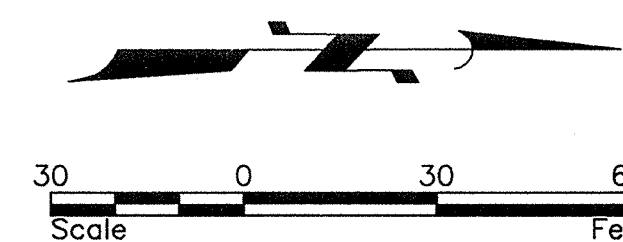
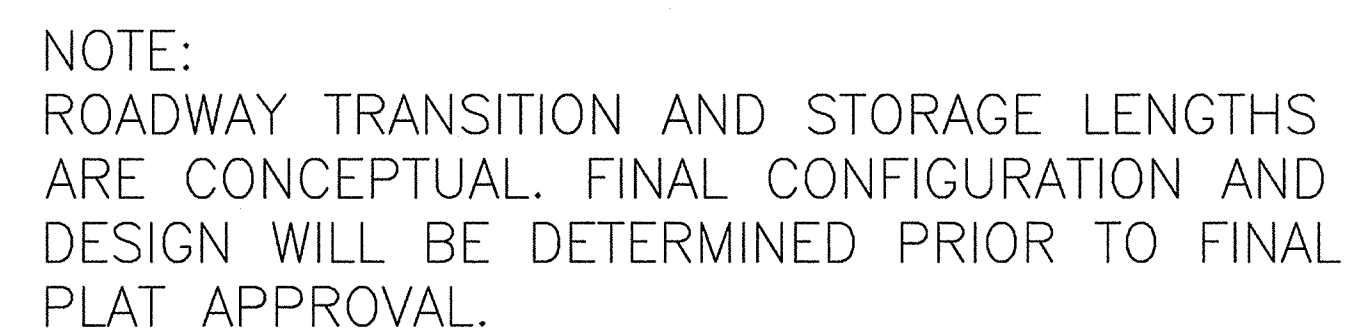


REVISIONS:
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PS14-197 & FS15-069
COMMENTS
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COMMENTS



PM. T. NORTHROP
DR. S. STAMAN
JOB NO. 09001944
FILE NO. 09001944TRN1
TRN1

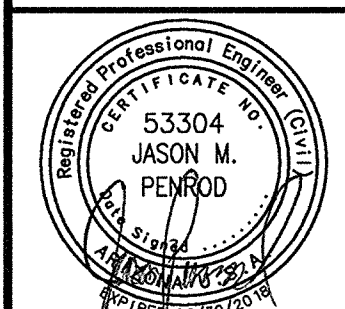
SHEET NO.
17 OF 21



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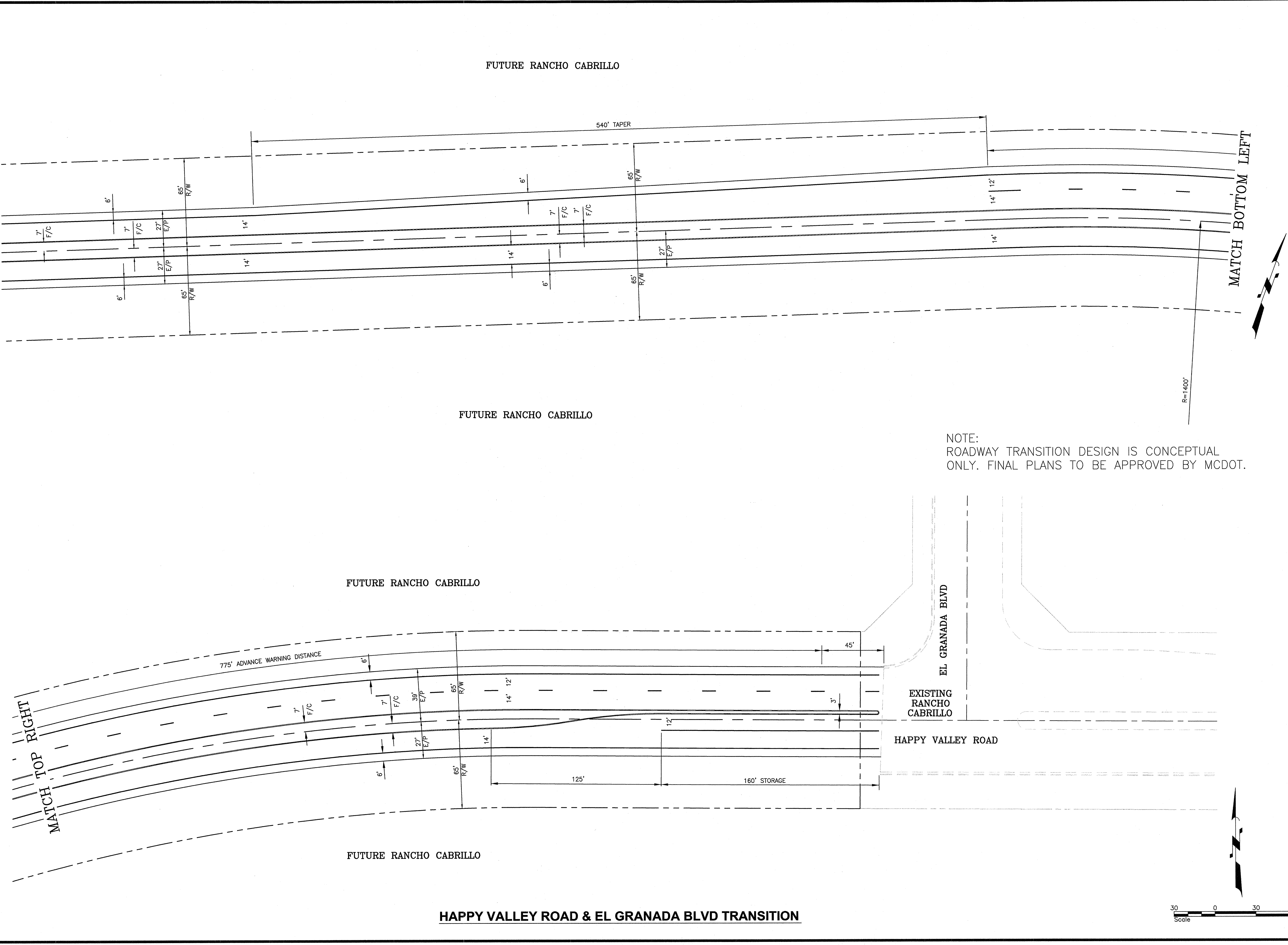


REVISIONS:
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COMMENTS
7/29/15: PER C.O.S.
PS14-197 & FS15-069
COMMENTS



PM. T. NORTHROP
DR. S. STAMAN
JOB NO. 09001944
FILE NO. 09001944TRN2
TRN2

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THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
PHO: 480.216.8931

EL GRANADA TRANSITION
PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA

811
Know what's below.
Call before you dig.

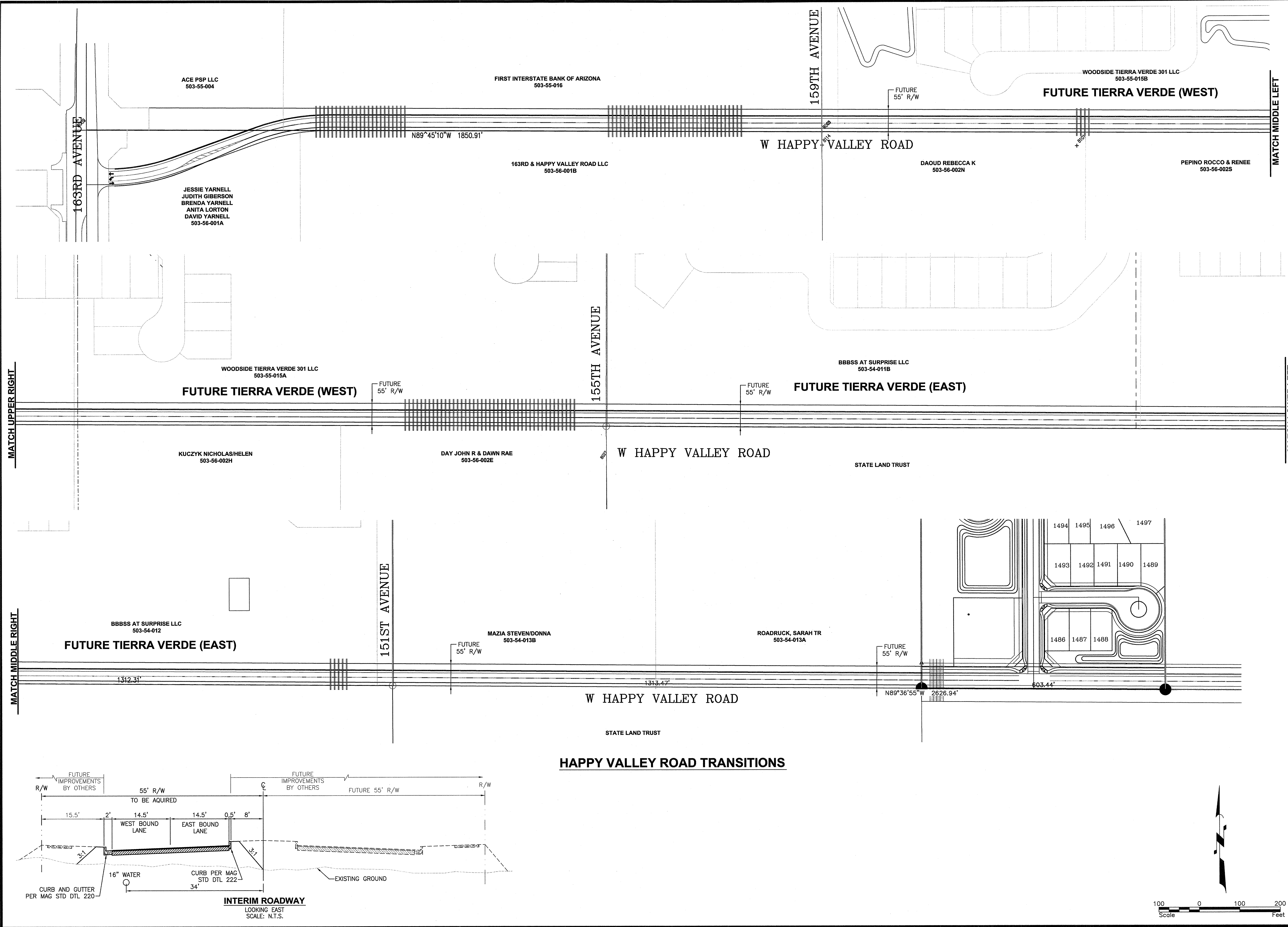
REVISIONS:

4/15/15:	PER C.O.S.
PS14-197 & FS15-069	
COMMENTS	
7/29/15:	PER C.O.S.
PS14-197 & FS15-069	
COMMENTS	

Professional Engineer
53304
JASON M. PENROD
PE
06/30/2015

PM. T. NORTHROP
DR. S. STAMAN
JOB NO.
09001944
FILE NO.
09001944TRN4
TRN4

SHEET NO.
20 OF 21



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MUST BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.210.5051

HAPPY VALLEY TRANSITIONS
PROJECT: RANCHO MERCADO UNIT 1
PRELIMINARY PLAT
CITY OF SURPRISE, ARIZONA

Know what's below.
Call before you dig.

REVISIONS:

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PS14-197 & FS15-069	COMMENTS
7/29/15:	PER C.O.S.
PS14-197 & FS15-069	COMMENTS

53304
JASON M. PENROD
Professional Engineer
State of Arizona
Exp. 06/30/2017

PM. T. NORTHROP
DR. S. STAMAN
JOB NO. 09001944
FILE NO. 09001944TRN5
TRN5

SHEET NO.
21 OF 21

PRELIMINARY PLANT PALETTE

TREES

CHILOPSIS LIN, 'Lucretia Hamilton'

DESERT WILLOW VARIETY

DALBERGIA SISSOO

SISSOO TREE

ACACIA SMALLII

SWEET ACACIA

PARKINSONIA SPP.

PALO VERDE

PROSOPIS VELUTINA

NATIVE MESQUITE

QUERCUS VIRGINIANA

SOUTHERN LIVE OAK

CACTI AND ACCENTS

AGAVE WEBERI

WEBER'S AGAVE

ASCLEPIAS SUBULATA

DESERT MILKWEED

DASYLIRION WHEELERI

DESERT SPOON

FEROCACTUS WISLIZENII

BARREL CACTUS

HESPERALOE PARVIFLORA

RED / YELLOW YUCCA, MIXED

MUHLENBERGIA CAP. 'R. MIST' TM

DEERGRASS VARIETY

NOLINA MICROCARPA

BEARGRASS

YUCCA ELATA

SOAPTREE YUCCA

OTHER

GRANITE BOULDERS

'SURFACE SELECT'

2' / 3' / 4' DIAMETER

SHRUBS

CORDIA PARVIFOLIA

LITTLE LEAF CORDIA

DALEA PULCHRA

BUSH DALEA

ENCELIA FARINOSA

BRITTLEBUSH

EREMOPHILA 'VALENTINE'

EMU BUSH VARIETY

ERICAMERIA LARCIFOLIA

TURPENTINE BUSH

JUSTICIA CALIFORNICA

CHUPAROSA

LARREA TRIDENTATA

CREOSOTE

LEUCOPHYLLUM LANGMANIAE

'RIO BRAVO' SAGE

NERIUM OLEANDER

PETITE PINK DWARF OLEANDER

SIMMONDSIA CHINENSIS

JOJOBA

SPHAERALCEA AMBIGUA

GLOBEMALLOW

TECOMA STANS 'ORANGE

JUBILEE' TECOMA

GROUND COVER / TURF

ACACIA REDOLENS

TRAILING ACACIA

AMBROSIA DELTOIDEA

BURSAGE

DALEA GREGGII

INDIGO BUSH

LANTANA SPP.

LANTANA

VERBENA SPP.

VERBENA

HYBRID BERMUDA LAWN

e.g. 'TIFGREEN' or 'EZ-TURF'

(SOD OR HYDROSEED)

STREET THEME TREE

TREE
PARCELS A14 / A15 / A16 / A17
THEME TREE TO BE DALBERGIA SISSOO

PARCELS A1 / A2 / A6 / A19 / A20 / A22 THEME
TREE TO BE PARKINSONIA SPP. 'Desert
Museum'

PARCELS A3 / A4 / A5 / A11 / A12 / A18W / A18E
THEME TREE TO BE QUERCUS VIRGINIANA-
SOUTHERN LIVE OAK

(SEE DETAILS 1 & 2 ON SHEET W-6
FOR DETAILS)

SALVAGED TREES AGREEMENT:

THE PROPERTY HAS A SUBSTANTIAL AMOUNT OF LARGE, SALVAGEABLE TREES ON SITE. IT IS OUR INTENT TO REUSE ALL OF THESE TREES THROUGHOUT THE PROPERTY TO ENHANCE OUR DEVELOPMENT AND PROVIDE A MATURE LOOK TO THE PROJECT FROM DAY ONE. DUE TO THE LARGE NUMBER OF LARGE SALVAGEABLE TREES ON THE PROPERTY (530 TREES) THE FOLLOWING GUIDELINES WILL BE USED TO MEET AND EXCEED THE INTENT OF THE DESIGN GUIDELINES WHILE PROVIDING SOME FLEXIBILITY TO THE DEVELOPER RELATED TO THE OVERALL COST AND IMPACT OF THE LANDSCAPE PLAN FOR THE PROPERTY. BELOW IS A SUMMARY OF THE TREE DATA.

RANCHO MERCADO UNIT 1 ESTIMATED TREE COUNT (ALL WILLIAM LYON HOMES PROPERTY)

- ARTERIAL AND COLLECTOR TREES: 1,400
- LOCAL STREET TREES: 3,000
- OPEN SPACE TREES: 2,000
- TOTAL ESTIMATED TREES: 6,400

TOTAL SALVAGED TREES BY EQUIVALENT SIZE PER THE NATIVE INVENTORY AND SALVAGE PLAN

- 30" BOX: 30 TREES (CALIPER SIZE = 4")
- 36" - 47" BOX: 320 TREES (CALIPER SIZE = 5"- 8")
- 48" - 59" BOX: 92 TREES (CALIPER SIZE = 9"- 12")
- 60" - 71" BOX: 68 TREES (CALIPER SIZE = 13"- 16")
- 72" - 95" BOX: 17 TREES (CALIPER SIZE = 17"- 24")
- 96" - 119" BOX: 3 TREES (CALIPER SIZE = 25"- 32")
- TOTAL SALVAGED TREES : 530 WITH AN AVERAGE EQUIVALENT SIZE OF APPROX. 48" BOX.

THEREFORE:

- BASELINE STANDARD IS ALL TREES TO BE A MINIMUM 24" BOX.
- ALL SALVAGED TREES LARGER THAN 24" BOX AND LESS THAN 36" BOX WILL RECEIVE A 1 TO 1 SWAP FROM 24" BOX TO 15 GALLON TREE.
- ALL SALVAGED TREES BETWEEN 36" BOX AND LESS THAN 48" BOX WILL RECEIVE A 2 TO 1 SWAP FROM 24" BOX TO 15 GALLON TREE.
- ALL SALVAGED TREES EQUAL TO OR LARGER THAN 48" BOX WILL RECEIVE A 3 TO 1 SWAP FROM 24" BOX TO 15 GALLON TREE.

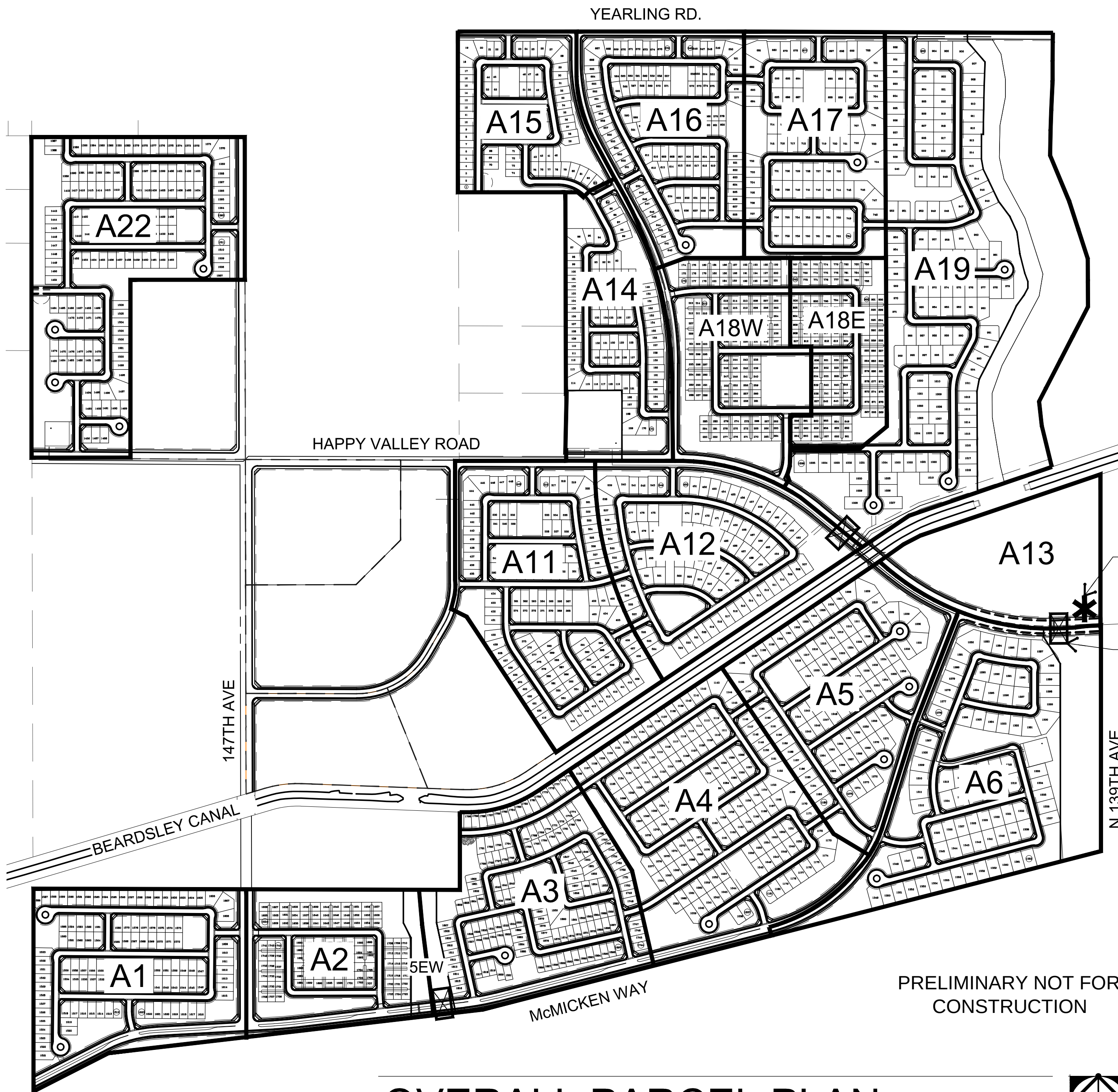
THE ABOVE MENTIONED CALCULATIONS ASSUME THE FOLLOWING:

- SALVAGE TREES WILL BE STRATEGICALLY LOCATED AND DISTRIBUTED THROUGHOUT THE COMMUNITY IN LOCATIONS TO MAXIMUM BENEFIT, INCLUDING AT MAJOR ENTRIES AND OTHER HIGHLY VISIBLE AREAS, MAJOR PARK AND USABLE OPEN SPACES TO ENSURE A MATURE LOOK THROUGHOUT THE COMMUNITY AT INITIAL PLANTING.
- ALL 15 GALLON TREES WILL MEET MINIMUM ANA STANDARDS FOR TREE SIZE.
- THIS PROPOSAL DOES NOT REDUCE THE TOTAL NUMBER OF TREES IN THE PROJECT, IT JUST BALANCES OUT THE AVERAGE SIZE OF TREES BY ACCOUNTING FOR THE SUBSTANTIAL AMOUNT OF LARGER SALVAGED TREES.

Rancho Mercado Unit 1

Happy Valley Road and Litchfield Road
Surprise, Arizona

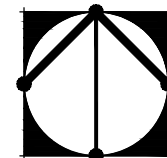
PRELIMINARY LANDSCAPE PLAN



PRELIMINARY NOT FOR
CONSTRUCTION

OVERALL PARCEL PLAN

N.T.S.



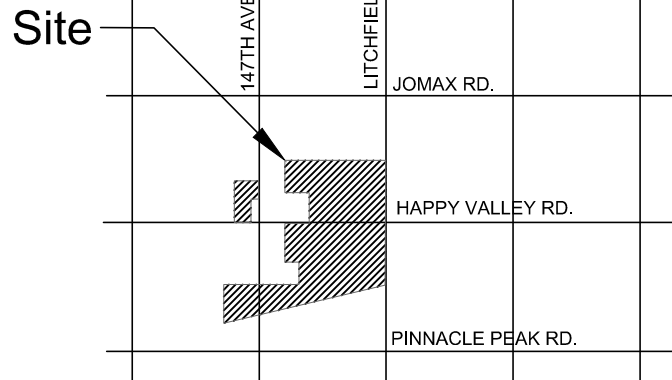
PLANT LIST IS PRELIMINARY AND IS SUBJECT TO CHANGE.
FINAL LIST MAY INCLUDE OTHER SPECIES AS ALLOWED BY THE
ADWR APPROVED PLANT LIST.

REFERENCE LANDSCAPE INVENTORY AND CONSERVATION
PLAN AS PREPARED BY SELECTED INVENTORY CONTRACTOR
FOR ANY PLANT SALVAGE INVENTORY (IF APPLICABLE)

DECOMPOSED GRANITE, 1/2" MINUS 2" DEPTH, IN ALL
LANDSCAPE AREAS, COLOR: SADDLEBACK BROWN

Landscape Architect: LVA Urban Design Studio
Ryan Trudell, RLA
120 South Ash Avenue
Tempe, AZ 85281
p: 480.994.0994
f: 480.994.7332

Applicant: William Lyon Homes
Charlie Caldwell
8840 East Chaparral Rd
Suite 200
Scottsdale, AZ 85250
p: 480.850.3730
f: 480.850.3830



VICINITY MAP

N.T.S.



SHEET INDEX:

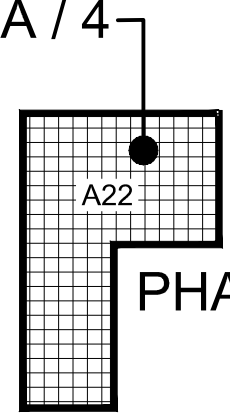
- L-0 COVER SHEET / NOTES
- L-1 THRU L-23 PRELIMINARY LANDSCAPE PLANS
- W-1 THRU W-5 WALL PLAN
- W-6 WALL DETAILS / LOCAL STREET LS EXHIBIT
- M-1 MAILBOX PLAN AND STRUCTURE DETAIL

SHEET INDEX

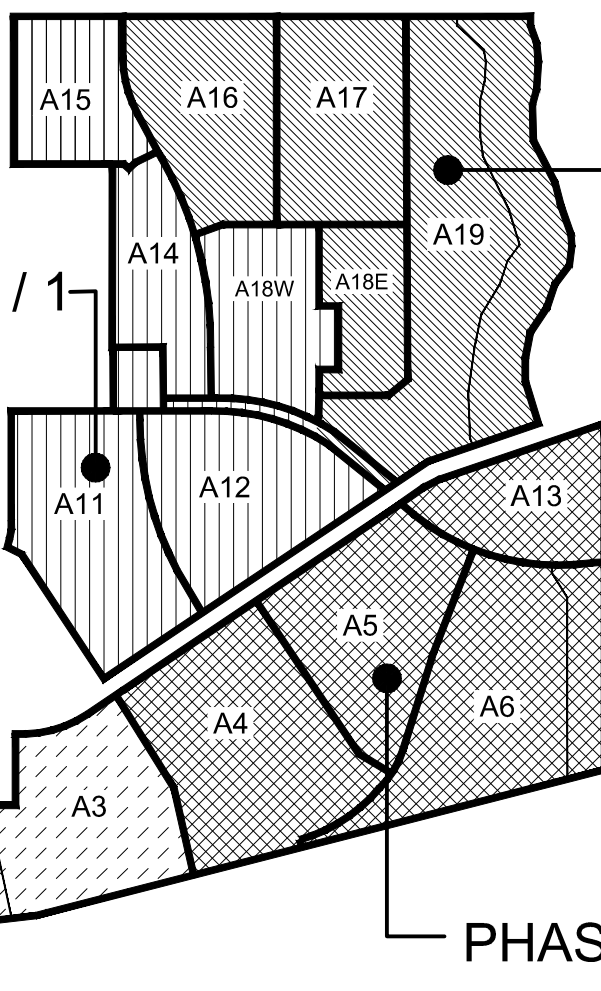
N.T.S.



PHASE 2A / 4

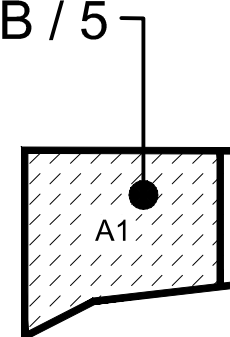


PHASE 1A / 1



PHASE 1B / 2

PHASE 3B / 5



PHASE 3A / 3

PHASING PLAN

N.T.S.



NOTE:

1. ADJACENT PROPERTY OWNERS ARE RESPONSIBLE FOR LANDSCAPING WITHIN R.O.W. AREAS ADJACENT TO THEIR PROPERTY.
2. HOMEOWNER IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL ON-LOT LANDSCAPE, INCLUDING R.O.W. AREAS AT THE SIDE YARD AND STREET FRONTAGE AREAS.
3. HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR ALL COMMON LANDSCAPE AREAS BEYOND THOSE LISTED ABOVE.
4. LANDSCAPING WITHIN COLLECTOR AND ARTERIAL ROADS WILL BE PROVIDED BY THE ADJACENT DEVELOPMENT AS PART OF THEIR SITE IMPROVEMENTS.

LANDSCAPE NOTES

1. ALL PLANTING AREAS ARE TO HAVE DECOMPOSED GRANITE, 1/2" MINUS COLOR AS SPECIFIED, 2" DEPTH, TYP.
2. NO PLANT SUBSTITUTIONS ALLOWED UNLESS APPROVED IN WRITING BY LANDSCAPE ARCHITECT AND CONFORMING TO LOCAL AGENCY'S APPROVED PLANT LIST.
3. LANDSCAPE ARCHITECT / OWNER'S REP IS TO APPROVE ALL PLANT MATERIAL PRIOR TO DELIVERY TO SITE. ONE WEEK MINIMUM NOTICE.
4. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL CONDITIONS ON SITE PRIOR TO PROJECT START-UP.
5. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REPAIR ANY DAMAGES MADE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES, ELECTRICAL LINES, ETC., AT HIS EXPENSE.
6. ANY PLANT MATERIAL NOT SHOWN TO REMAIN ON PLAN IS TO BE REMOVED. ADJUST ALL NEW LANDSCAPING AS NECESSARY TO ACCOMMODATE EXISTING LANDSCAPE TO REMAIN.
7. CONTRACTOR IS TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY SITE WORK BEING EXECUTED.
8. QUANTITIES ON PLAN ARE PROVIDED FOR BIDDING PURPOSES ONLY.
9. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
10. ALL AREAS DISTURBED DURING CONSTRUCTION ARE TO BE FINE GRADED AND TREATED TO BLEND EVENLY WITH ALL NEWLY CONSTRUCTED AREAS.
11. LANDSCAPE ARCHITECT / OWNERS REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT IS DETERMINED TO NOT SATISFY THE DESIGN INTENT OF THE LANDSCAPE PLAN BASED ON SIZE, SHAPE, APPEARANCE, HEALTH, OR IMPROPER CARE.
12. ALL BOULDERS ARE TO BE GRANITE 'SURFACE SELECT', SIZE PER PLAN. ALL BOULDERS ARE TO BE BURIED 1/3 IN SOIL.
13. ALL SWALE CHANNELS ARE TO HAVE 1" - 3" RIVER ROCK OR OTHER APPROVED STONE MATERIAL. INSTALLED TO PREVENT EROSION.
14. ALL DOWNSPOUTS / SCUPPERS ARE TO HAVE 3x3, 3" - 6" RIVER ROCK OR OTHER APPROVED STONE MATERIAL INSTALLED TO PREVENT EROSION.
15. ALL BERM CONTOUR INTERVALS ARE AT 1'-0", SLOPES NOT TO EXCEED 4:1.
16. ALL TURF IS TO BE BERMUDA HYBRID. MAY BE INSTALLED AS SOD OR HYDROSEED.
17. ALL HEADER IS TO BE EXTRUDED CONCRETE CURBING OR EQUAL.
18. 100 PERCENT OF ALL RIGHT OF WAY PLANT MATERIAL IS TO BE FOUND ON THE ARIZONA DEPARTMENT OF WATER RESOURCES LOW WATER USE LIST.
19. TREES WITH THORNS ARE NOT TO BE LOCATED WITHIN RECREATION AREAS, AND SHALL BE SET A MINIMUM OF 10' AWAY FROM ALL PEDESTRIAN ROUTES.
20. ALL 10' MULTI USE PRIMARY TRAILS AND 8' MULTI USE COMMUNITY TRAILS WILL PROVIDE PEDESTRIAN BOLLARD LIGHTING.

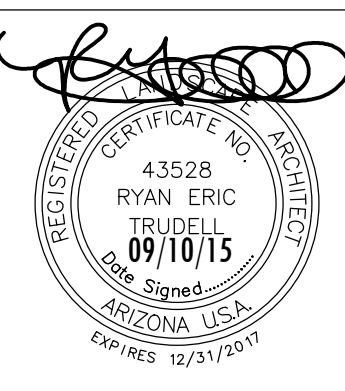
CITY NOTES

1. ALL CHANGES TO BE APPROVED BY THE CITY OF SURPRISE PLANNING DEPARTMENT.
2. SIGNS REQUIRE A SEPARATE PERMIT.
3. ALL UTILITY BOXES AND STRUCTURES ARE TO BE SCREENED FROM VIEW.
4. PLANT MATERIAL IS NOT TO BE LOCATED WITHIN 3 FEET OF ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION.
5. TREES IN PAVED AREAS ARE TO HAVE DEEP ROOT BARRIERS AS CALLED OUT ON PLANS. PROVIDE DETAILS/ CATALOG CUT.
6. ALL PLANT MATERIAL SIZES ARE TO BE CONSISTENT WITH ANA STANDARDS.
7. ALL PLANT MATERIAL LOCATED WITHIN VISIBILITY TRIANGLES ARE TO BE MAINTAINED NO HIGHER THAN 30 INCHES HIGH, AND HANG NO LOWER THAN 7 FEET FROM GROUND ELEVATION, INCREASING TO 10' CLEARANCE WHERE APPROACHING STOP SIGNS.
8. TRAILS AND PATHWAYS ARE TO BE ADA COMPLIANT, WHERE PRACTICAL.
9. SIDEWALKS AND SIDEWALK SEPERATION WILL CONFORM TO THE CITY OF SURPRISE PLANNING AND DESIGN GUIDELINES.

AMENITY LIST (BY PARCEL)

- Parcel A1:
(2) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A2:
(1) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A3:
(2) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A4:
(2) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A5:
(1) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A6:
(1) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A11:
(1) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A12:
(2) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A13:
Natural surface nature trail
- Parcel A14:
(1) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A15:
(1) 16x16 Ramada / Paved Trails
- Parcel A16:
(2) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A17:
(1) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A18W:
(1) 16x16 Ramada / (1) Tot Lot / Paved Trails
- Parcel A18E:
(1) Tot Lot / Paved Trails
- Parcel A19:
(1) Tot Lot / Paved Trails
- Parcel A22:
(1) 16x16 Ramada / (1) Tot Lot / Paved Trails

LVA urban design studio
land planning • development entitlements • landscape architecture
120 south ash avenue • tempe, arizona 85281 • 480.994.0994



Rancho Mercado Unit 1

Happy Valley Road and Litchfield Road Surprise, Arizona

PRELIMINARY LANDSCAPE PLAN / COVER SHEET
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NOT FOR
CONSTRUCTION

Revision	Date
1	
2	
3	
4	
5	



William Lyon Homes, Inc.

Date: 09/10/15

Job No.: 0342.3

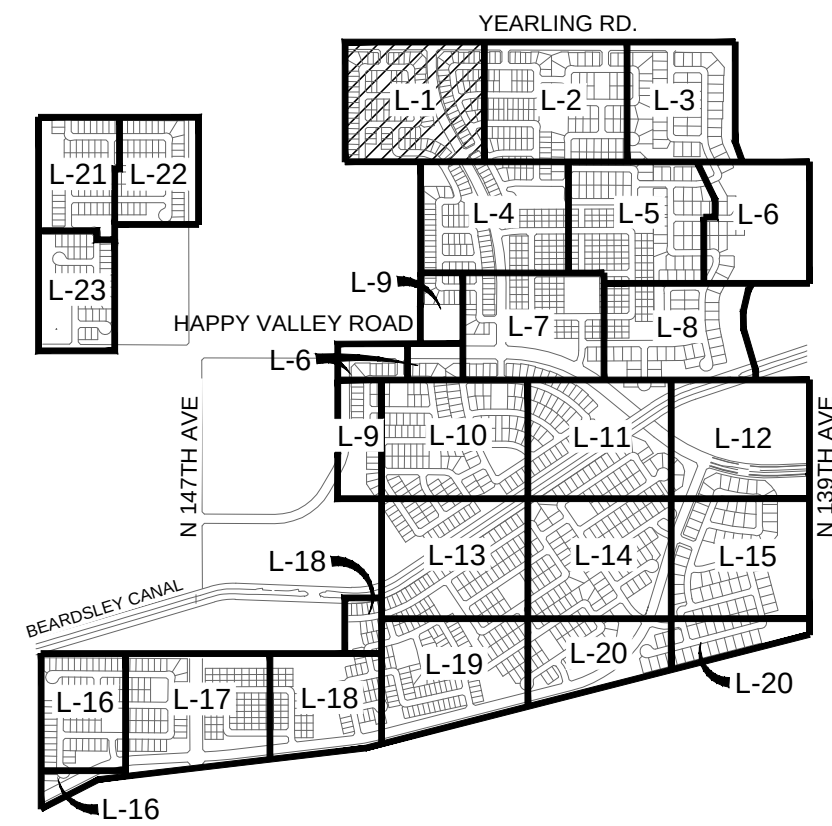
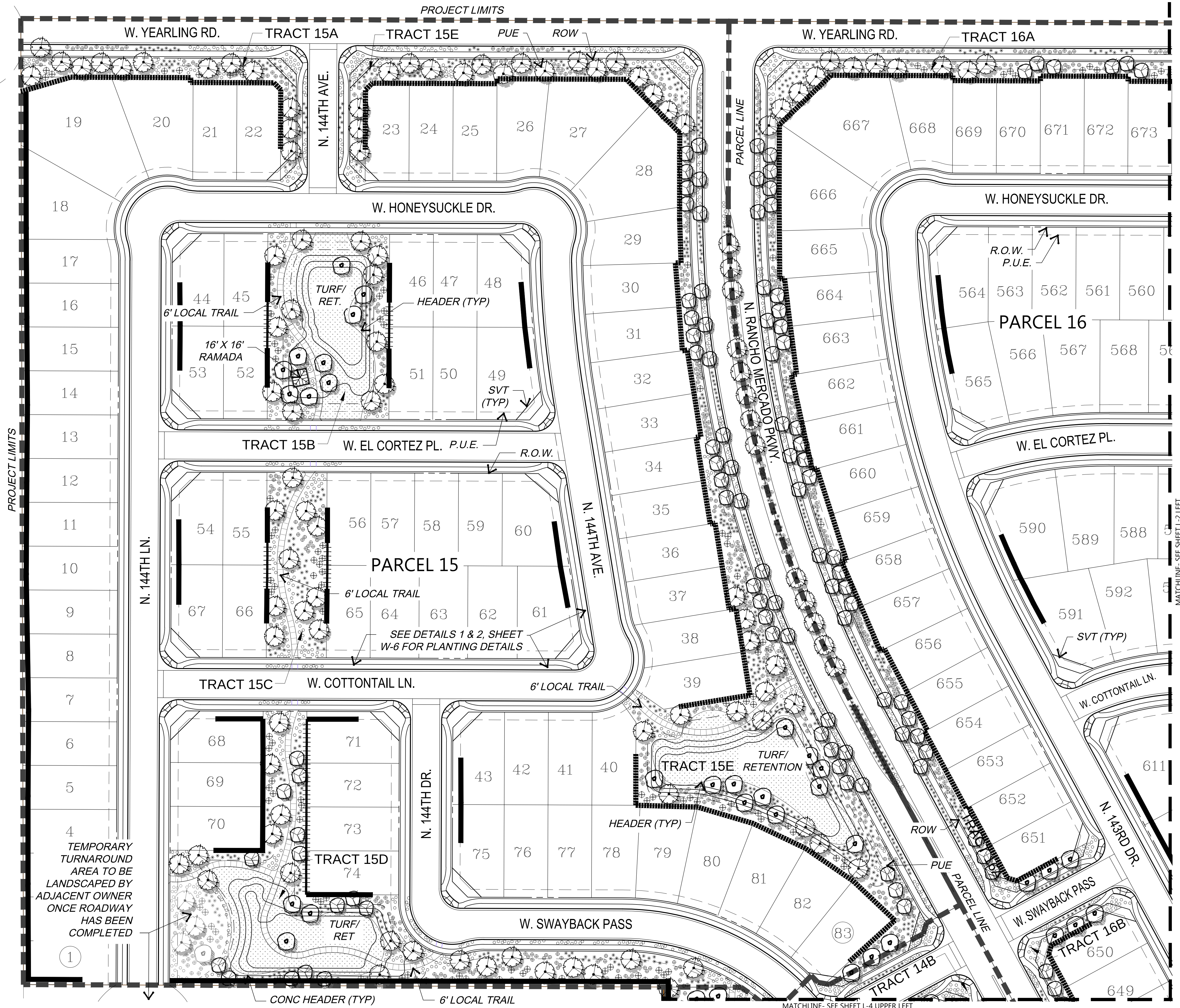
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SHEET #

L-0

1 OF 31

CASE #FS15-069

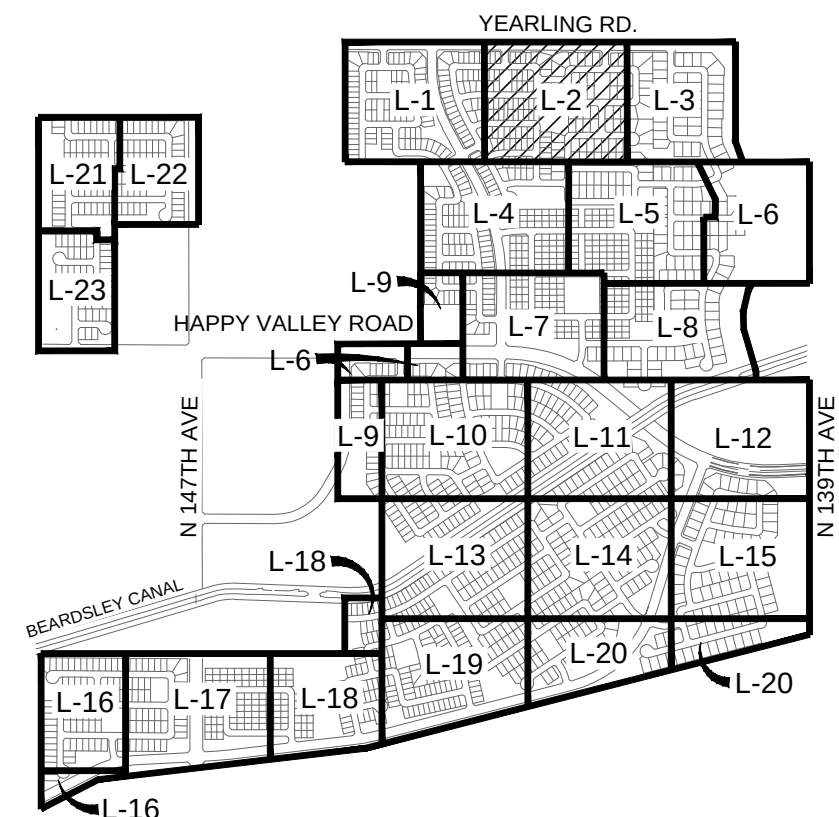
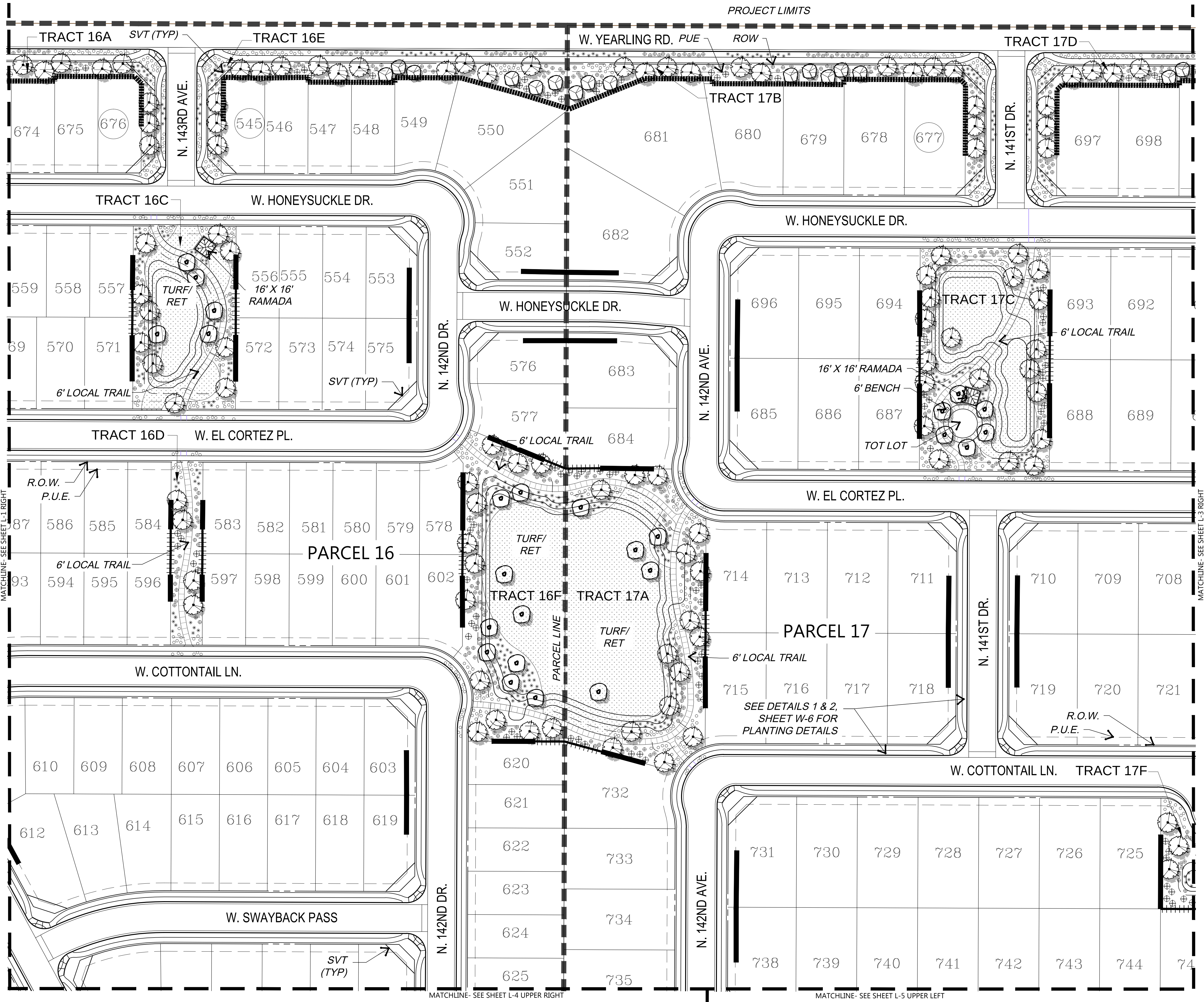


SHEET INDEX

N.T.S.

PRELIMINARY PLANT PALETTE

- TREES
- CHILOPSIS LIN. 'Lucretia Hamilton'
 - DESERT WILLOW VARIETY
 - DALBERGIA SISSOO
 - SISSOO TREE
 - ACACIA SMALLII
 - SWEET ACACIA
 - PARKINSONIA SPP.
 - PALO VERDE
 - PROSOPIS VELUTINA
 - NATIVE MESQUITE
 - QUERCUS VIRGINIANA
 - SOUTHERN LIVE OAK
- CACTI AND ACCENTS
- AGAVE WEBERI
 - WEBER'S AGAVE
 - ASCLEPIAS SUBULATA
 - DESERT MILKWEED
 - DASYLIRION WHEELERI
 - DESERT SPOON
 - FEROCACTUS WISLIZENII
 - BARREL CACTUS
 - HEPESPERALOE PARVIFLORA
 - RED / YELLOW YUCCA MIXED
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 - TURPENTINE BUSH
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 - CHUPAROSA
 - LARREA TRIDENTATA
 - CREOSOTE
 - LEUCOPHYLLUM LANGMANIAE
 - 'RIO BRAVO' SAGE
 - NERIUM OLEANDER
 - PETITE PINK DWARF OLEANDER
 - SIMMONDSIA CHINENSIS
 - JOJOBA
 - SPHAERALCEA AMBIGUA
 - GLOBEMALLOW
 - TECOMA STANS 'ORANGE JUBILEE'
 - TECOMA
- GROUND COVER / TURF
- ACACIA REDOLENS
 - TRAILING ACACIA
 - AMEROSIA DELTOIDEA
 - BURSAGE
 - DALEA GREGGII
 - INDIGO BUSH
 - LANTANA SPP.
 - LANTANA
 - VERBENA SPP.
 - VERBENA



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 - VERBENA
 - HYBRID BERMUDA LAWN
 - e.g. TIF GREEN or EZ TURF
 - (SOD OR HYDROSEED)
- OTHER
 - GRANITE BOULDERS
 - SURFACE SELECT
 - 2 1/2" 4" DIAMETER

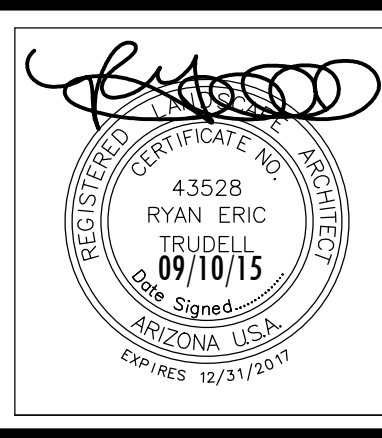
WALL LEGEND	
SYMBOL	DESCRIPTION
[Symbol]	THEME WALL (SEE DTL. 4, W-6)
[Symbol]	FENCE BLOCK WALL (SEE DTL. 5, W-6)
[Symbol]	SHORT VIEW FENCE (SEE DTL. 6, W-6)

PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 50'-0"

CASE #FS15-069

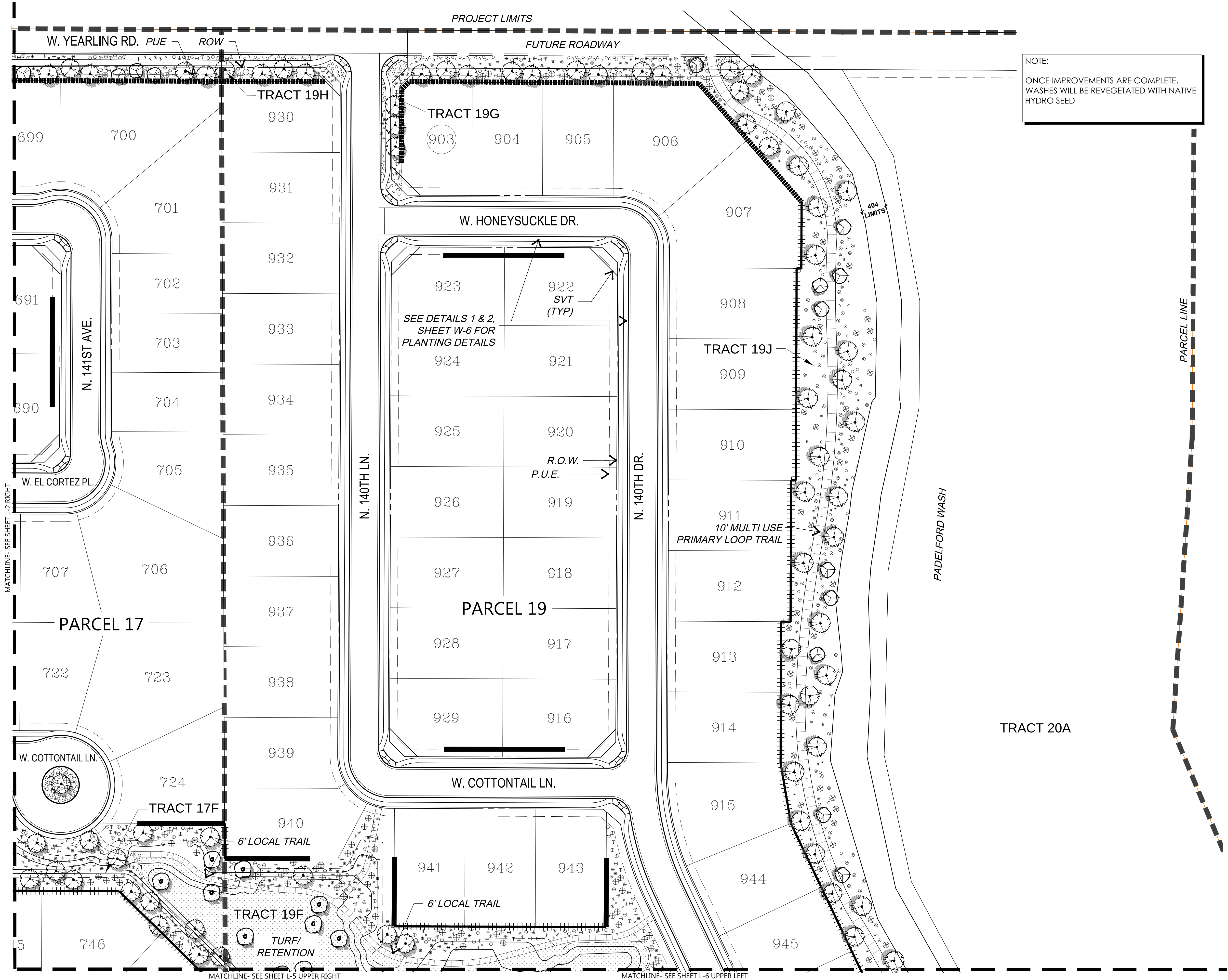
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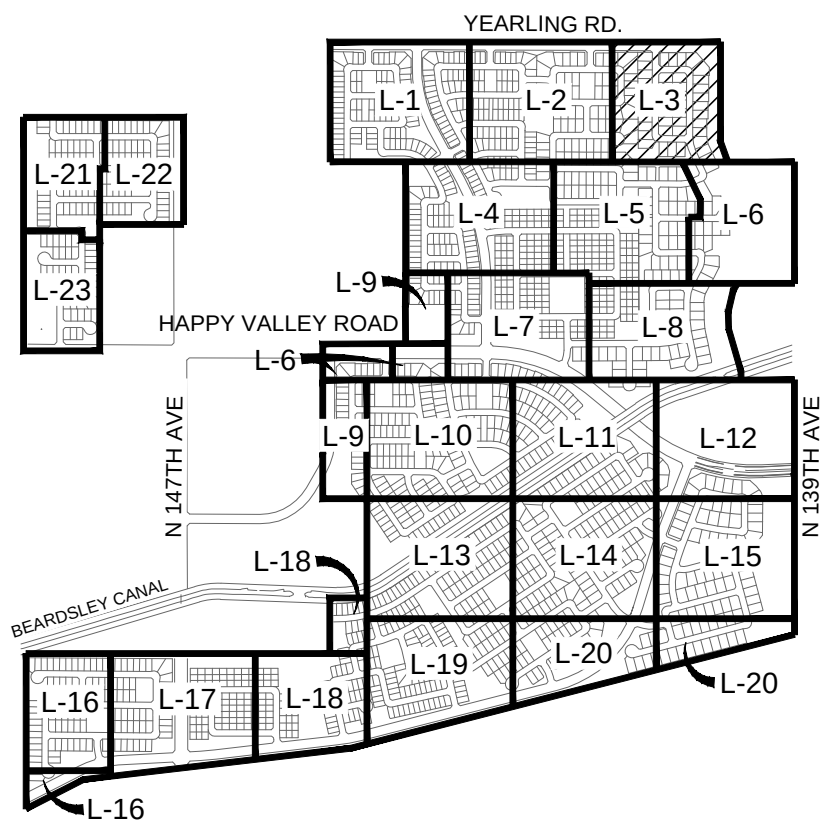
Rancho Mercado Unit 1
Happy Valley Road and Litchfield Road Surprise, Arizona
PRELIMINARY LANDSCAPE PLAN

NOT FOR CONSTRUCTION

William Lyon Homes, Inc.
Date: 09/10/15
Job No.: 0342.3
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NOTE:
ONCE IMPROVEMENTS ARE COMPLETE,
WASHES WILL BE REVEGETATED WITH NATIVE
HYDRO SEED



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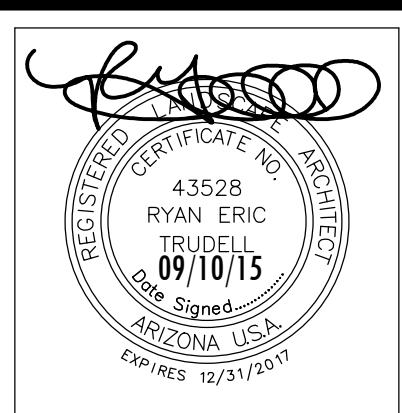
PRELIMINARY PLANT PALETTE

- TREES
- CHILIPSPIS LIN. 'Lucretia Hamilton'
 - DESERT WILLOW VARIETY
 - DALBERGIA SISSOO
 - SISSOO TREE
 - ACACIA SMALLII
 - SWEET ACACIA
 - PARKINSONIA SPP.
 - PALO VERDE
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- CACTI AND ACCENTS
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- OTHER
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 - 'SURFACE SELECT'
 - 2' / 3' / 4' DIAMETER

WALL LEGEND	
SYMBOL	DESCRIPTION
[Symbol]	THEME WALL (SEE DTL. 4, W-6)
[Symbol]	FENCE BLOCK WALL (SEE DTL. 5, W-6)
[Symbol]	SHORT VIEW FENCE (SEE DTL. 6, W-6)

PRELIMINARY LANDSCAPE PLAN SCALE: 1" = 50'-0" 0 25 50 100

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Rancho Mercado Unit 1
Happy Valley Road and Litchfield Road Surprise, Arizona
PRELIMINARY LANDSCAPE PLAN

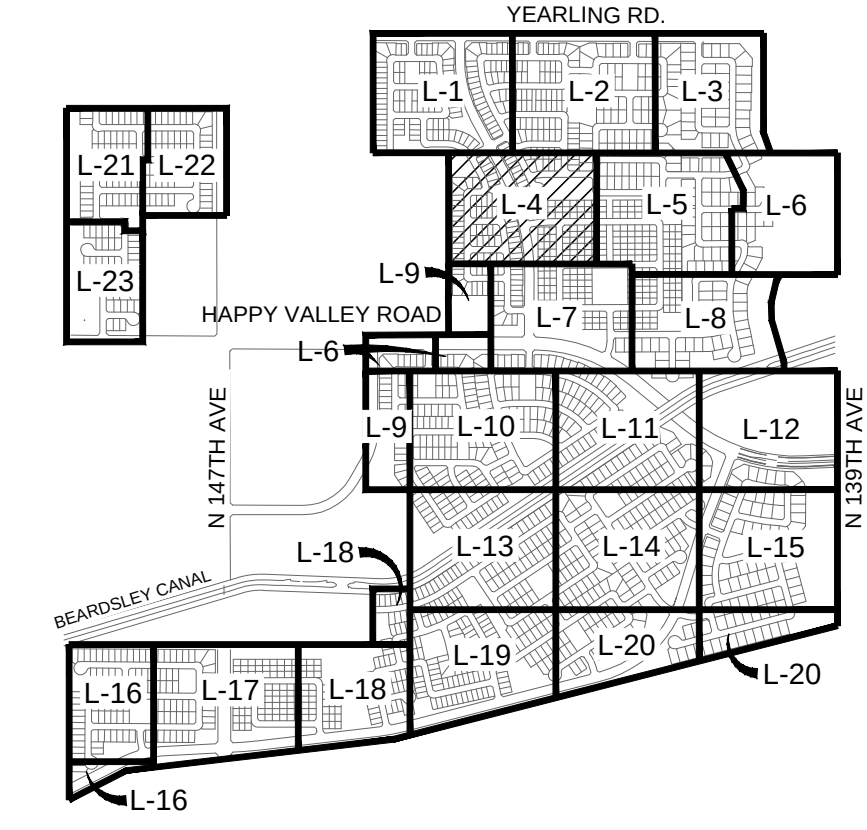
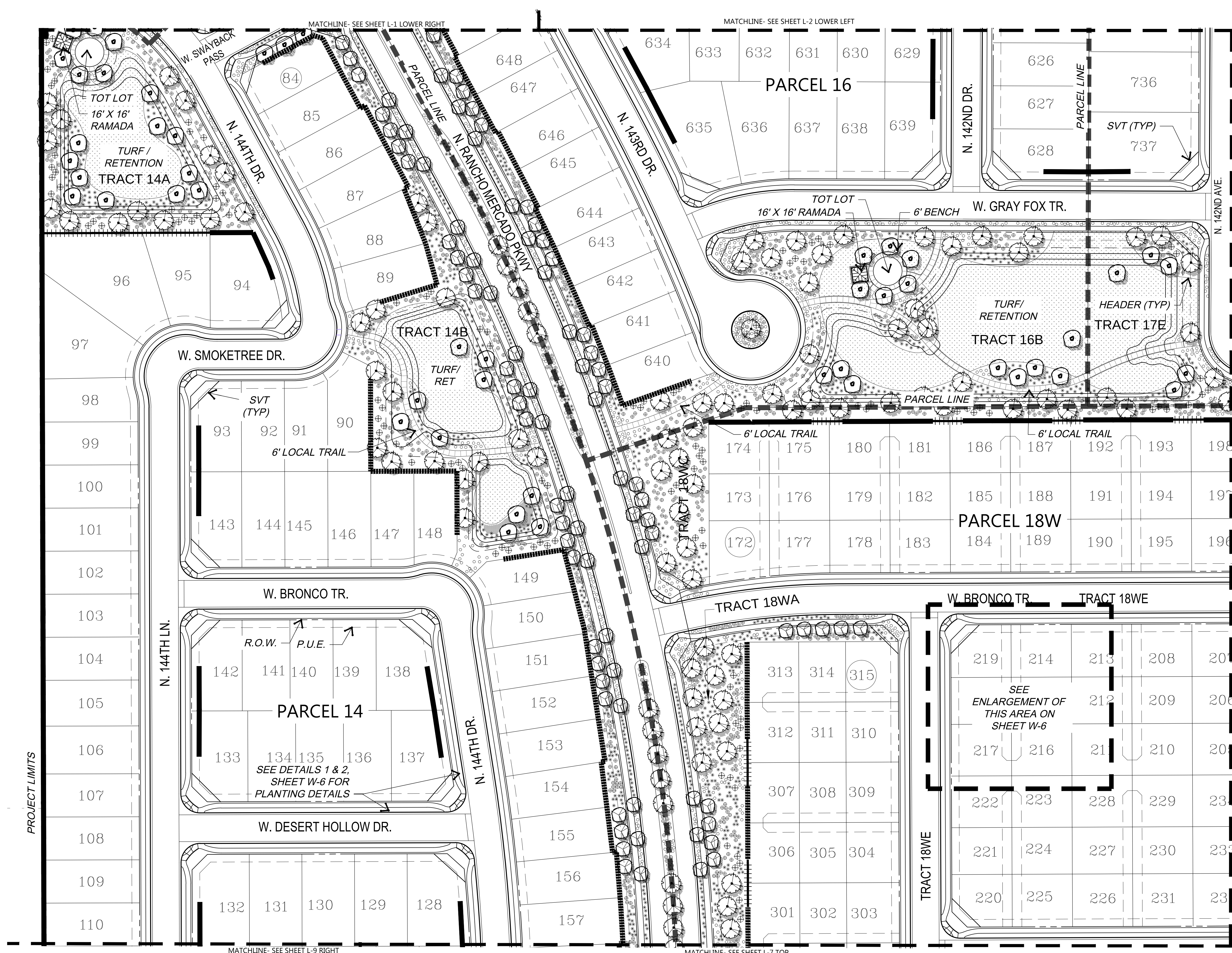
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William Lyon Homes, Inc.

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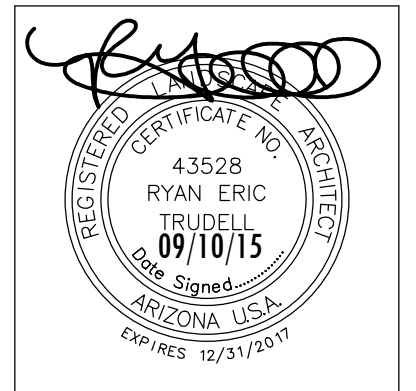
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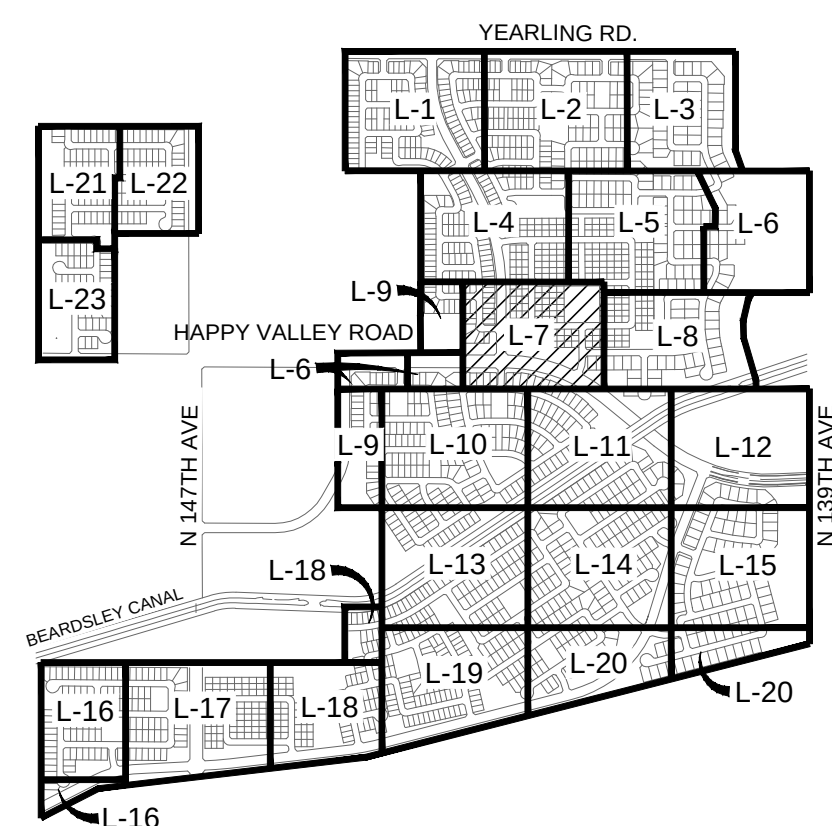
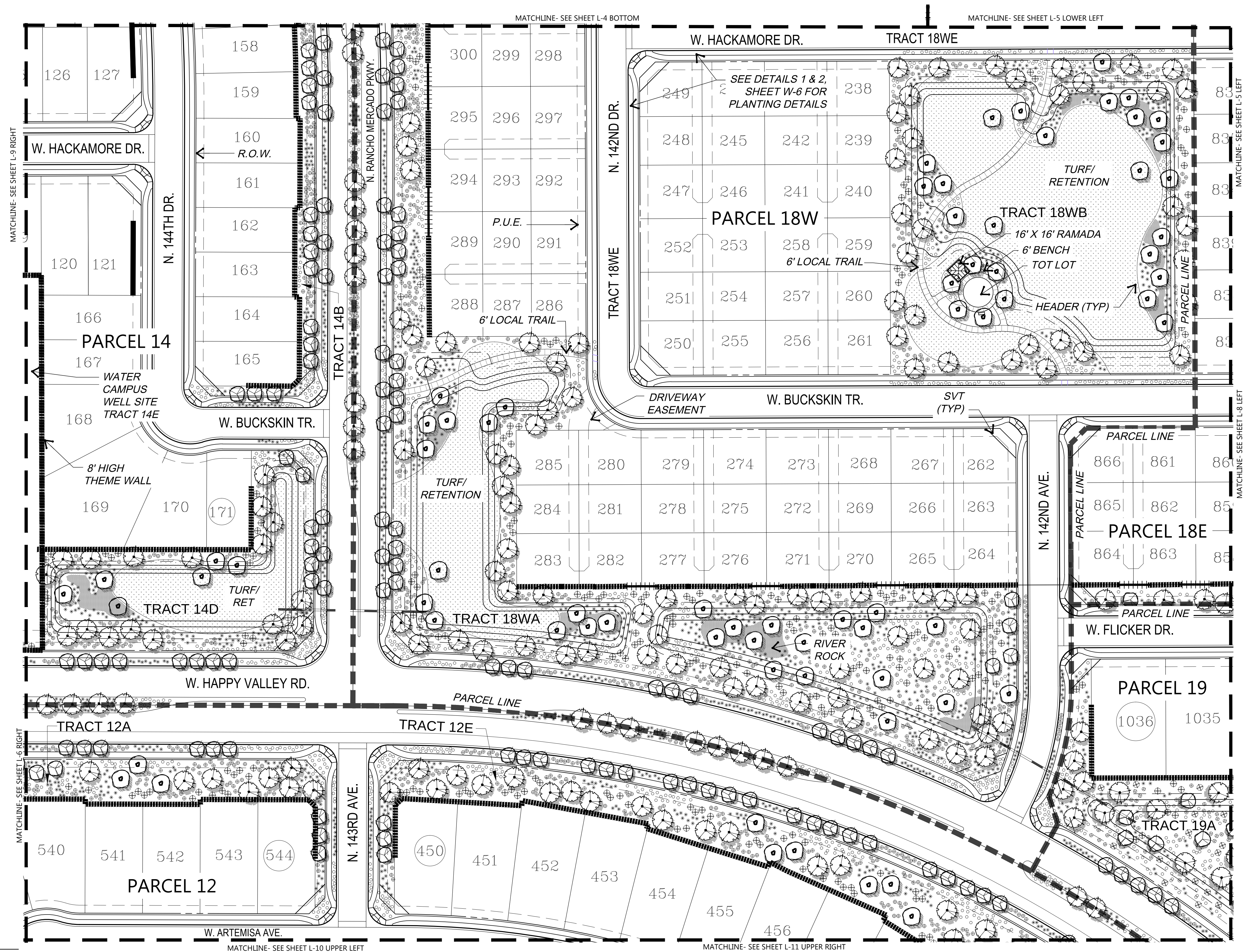
Rancho Mercado Unit 1
Happy Valley Road and Litchfield Road Surprise, Arizona
PRELIMINARY LANDSCAPE PLAN

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William Lyon Homes, Inc.

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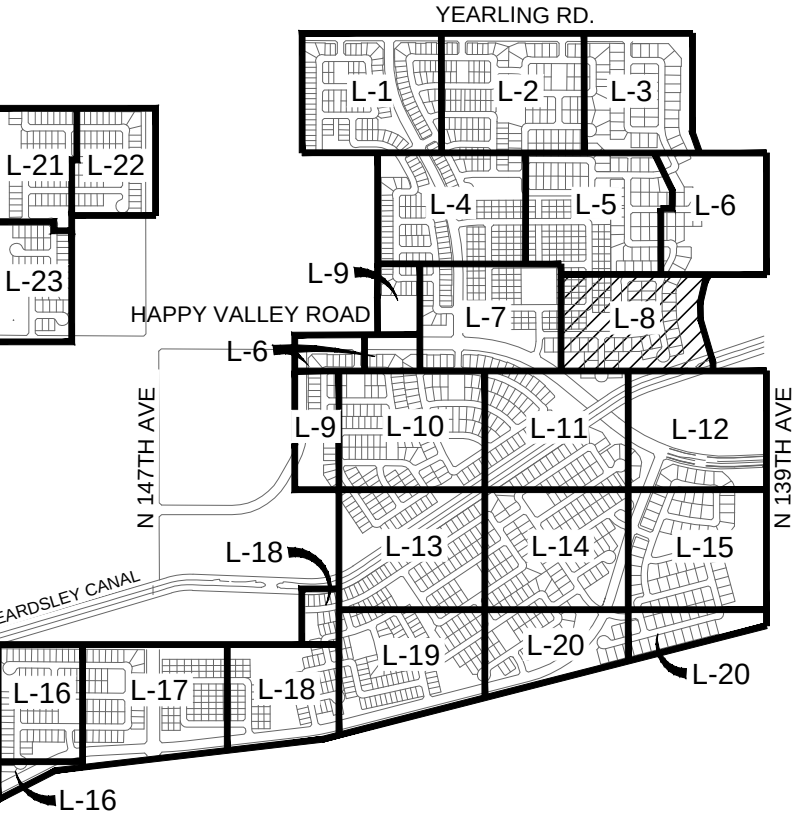
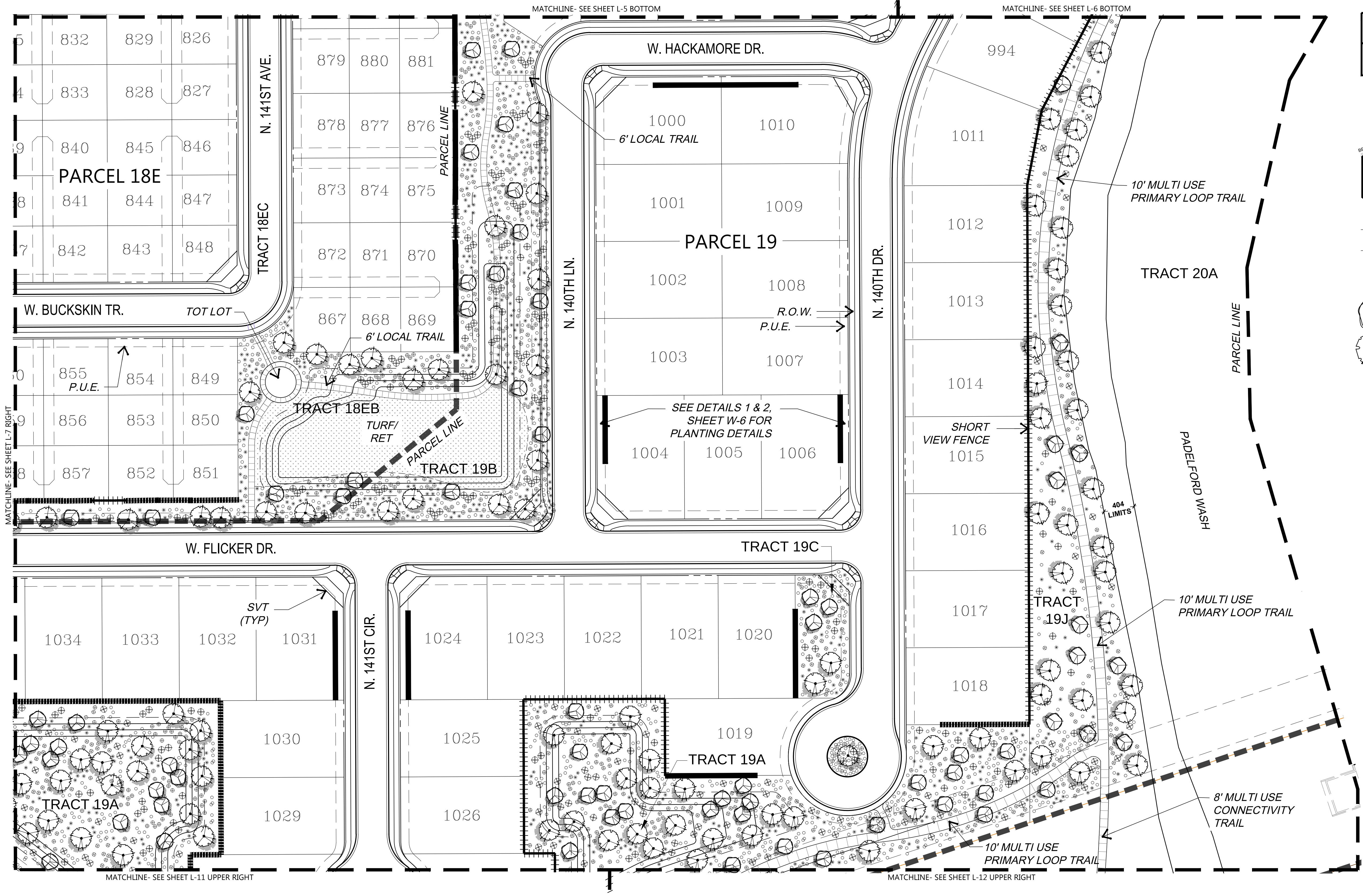


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 2' 1/3" x 4" DIAMETER

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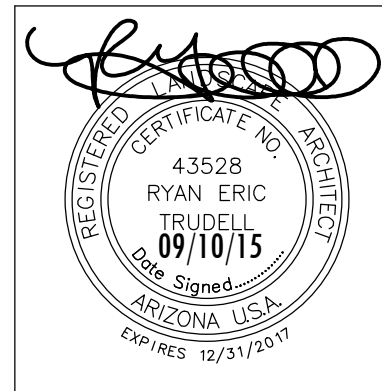
PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 50'-0"



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PRELIMINARY LANDSCAPE PLAN
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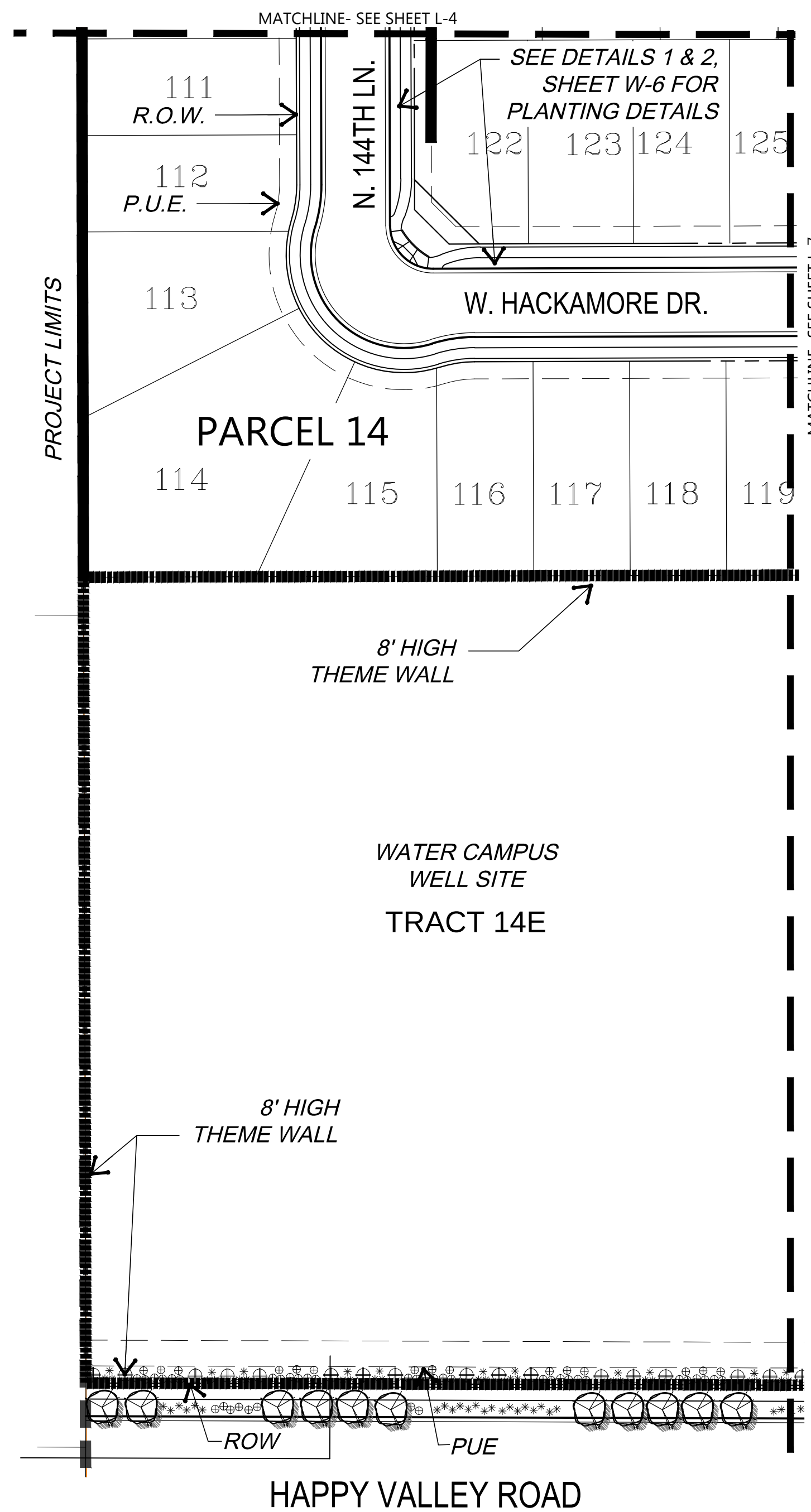
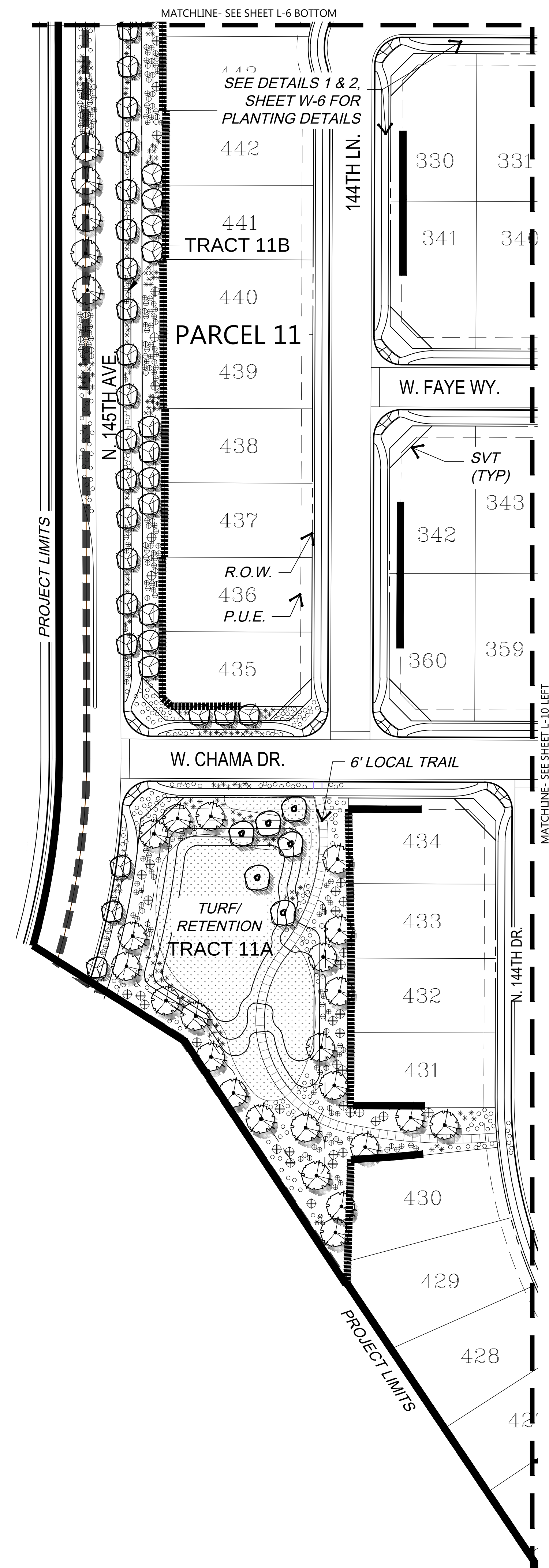
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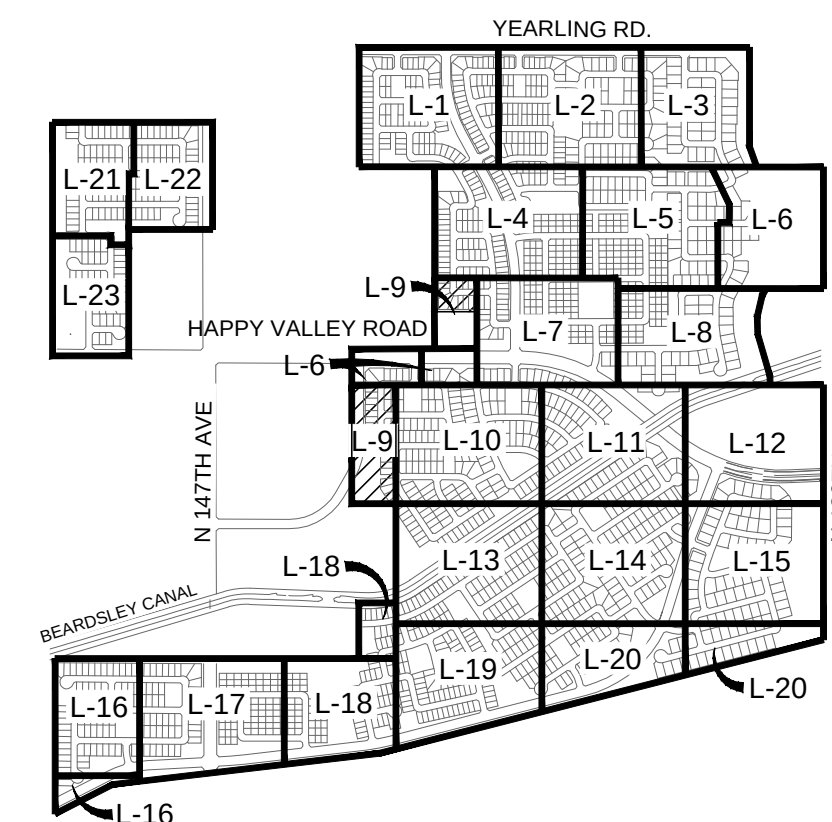
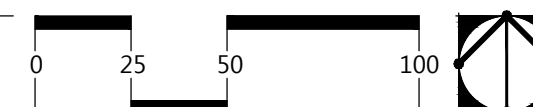
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PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 50'-0"



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Rancho Mercado Unit 1

Happy Valley Road and Litchfield Road Surprise, Arizona

PRELIMINARY LANDSCAPE PLAN

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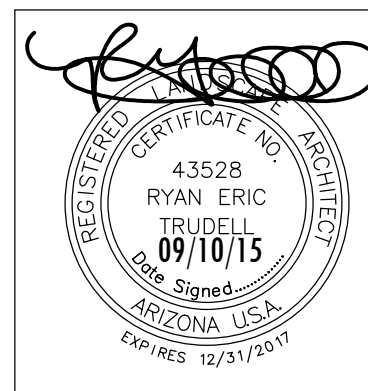
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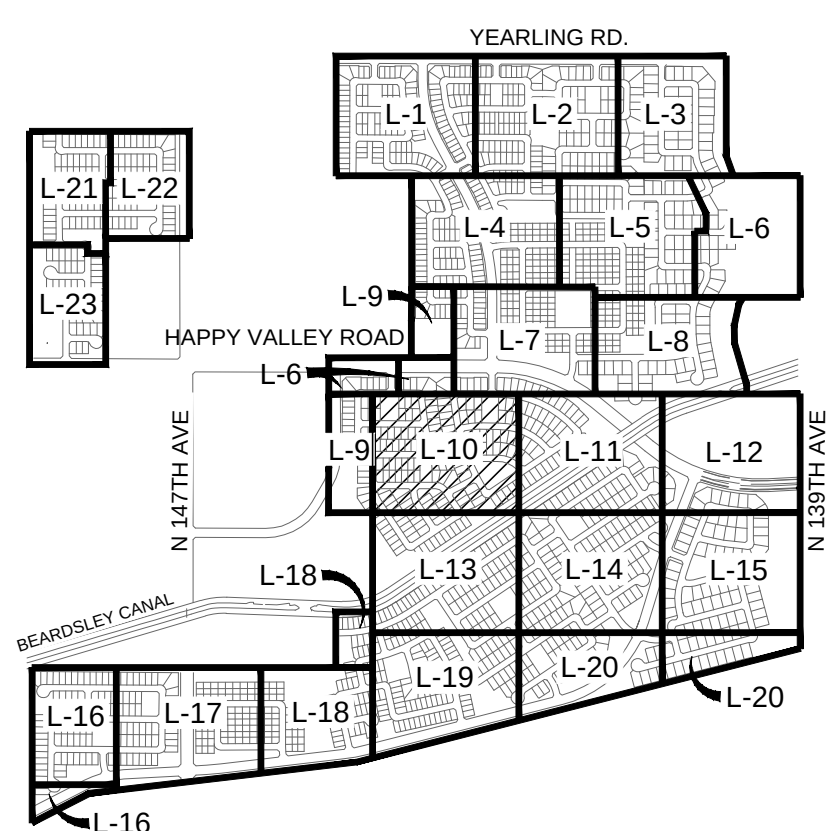
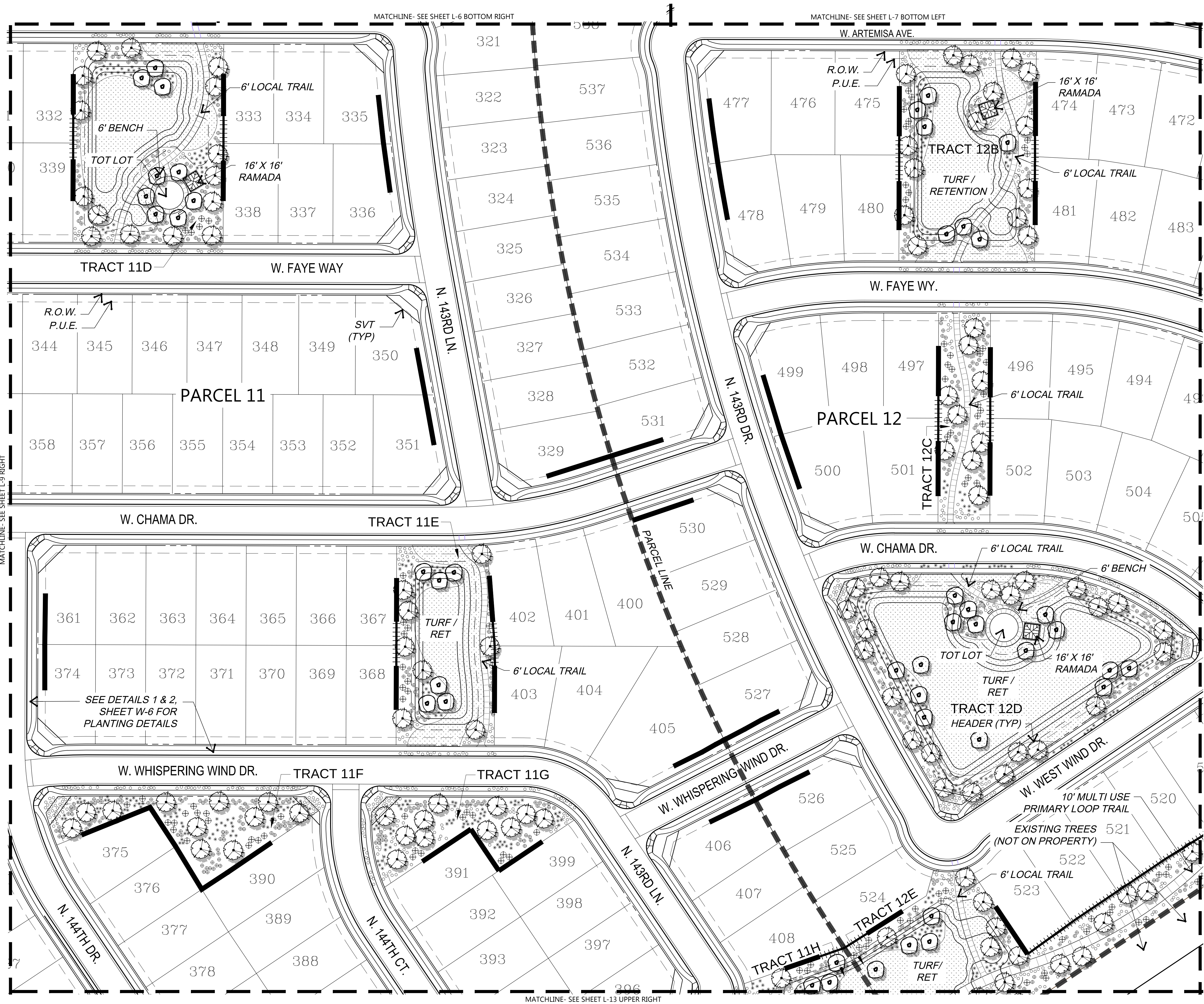
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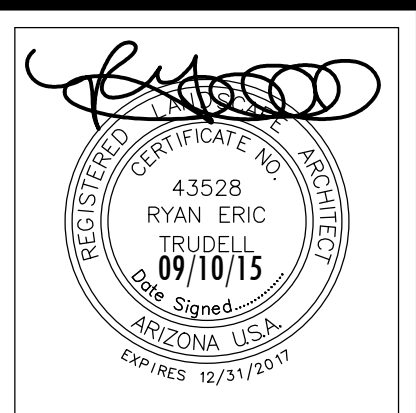
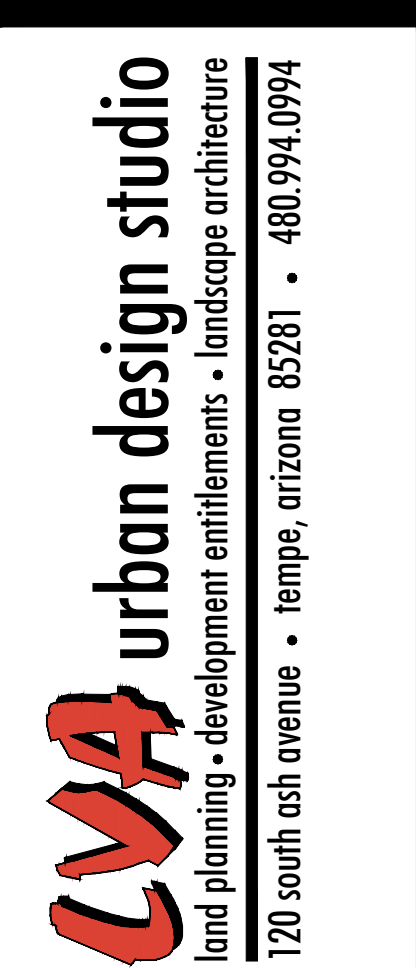
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SCALE: 1" = 50'-0"



Rancho Mercado Unit 1

Happy Valley Road and Litchfield Road
Surprise, Arizona

PRELIMINARY LANDSCAPE PLAN

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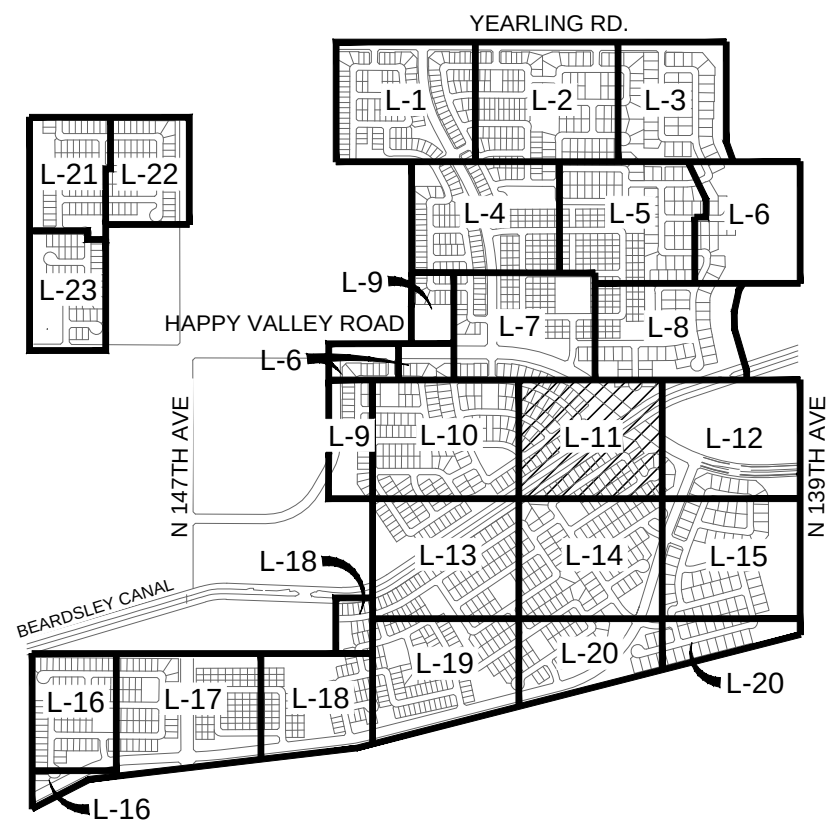
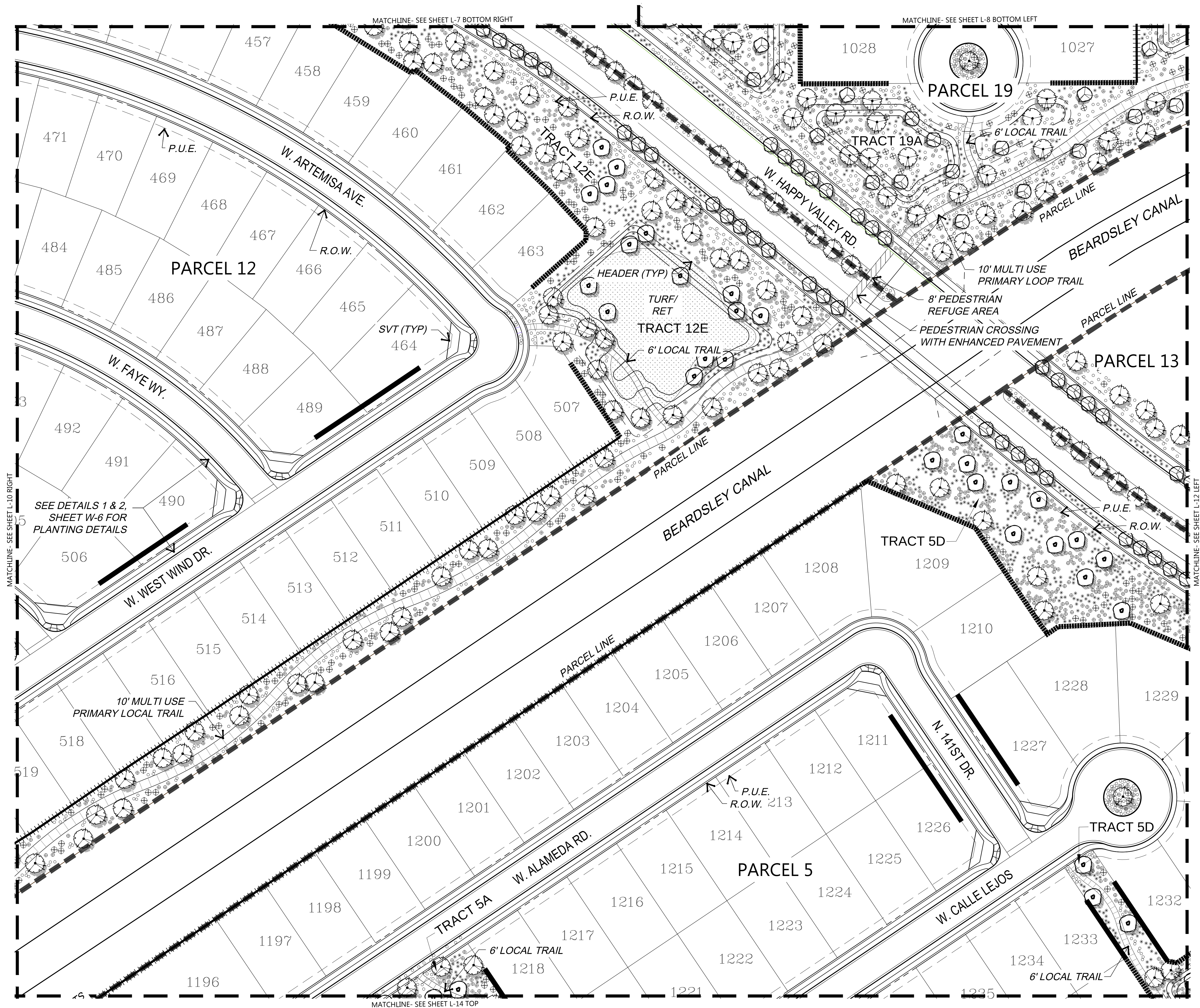
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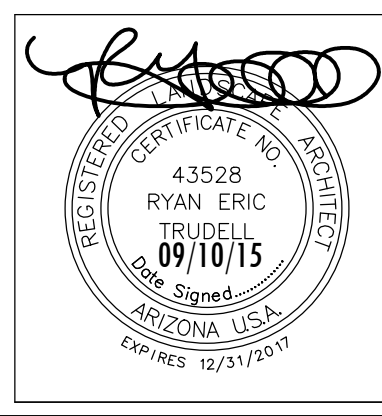
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 - TECOMA STANS 'ORANGE JUBILEE'
 - TECOMA
- GROUND COVER / TURF**
- ACACIA REDOLENS
 - TRAILING ACACIA
 - AMBROSIA DELTOIDEA
 - BURSAGE
 - DALEA GREGGII
 - INDIGO BUSH
 - LANTANA SPP.
 - LANTANA
 - VERBENA SPP.
 - VERBENA
- HYBRID BERMUDA LAWN**
e.g. 'TIFGREEN' or 'EZ-TURF'
(SOD OR HYDROSEED)
- OTHER**
- GRANITE BOULDERS
 - SURFACE SELECT
 - 2' / 3' / 4' DIAMETER

WALL LEGEND	
SYMBOL	DESCRIPTION
	THEME WALL (SEE DTL. 4, W-6)
	FENCE BLOCK WALL (SEE DTL. 5, W-6)
	SHORT VIEW FENCE (SEE DTL. 6, W-6)

PRELIMINARY LANDSCAPE PLAN SCALE: 1" = 50'-0"

CASE #FS15-069

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Rancho Mercado Unit 1

PRELIMINARY LANDSCAPE PLAN

Happy Valley Road and Litchfield Road Surprise, Arizona

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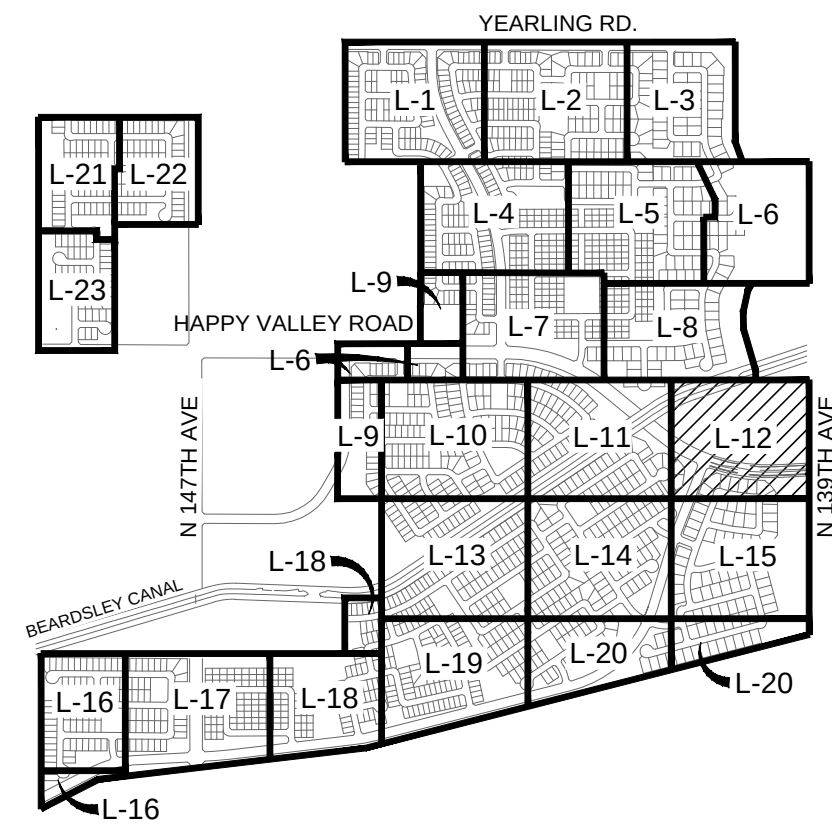
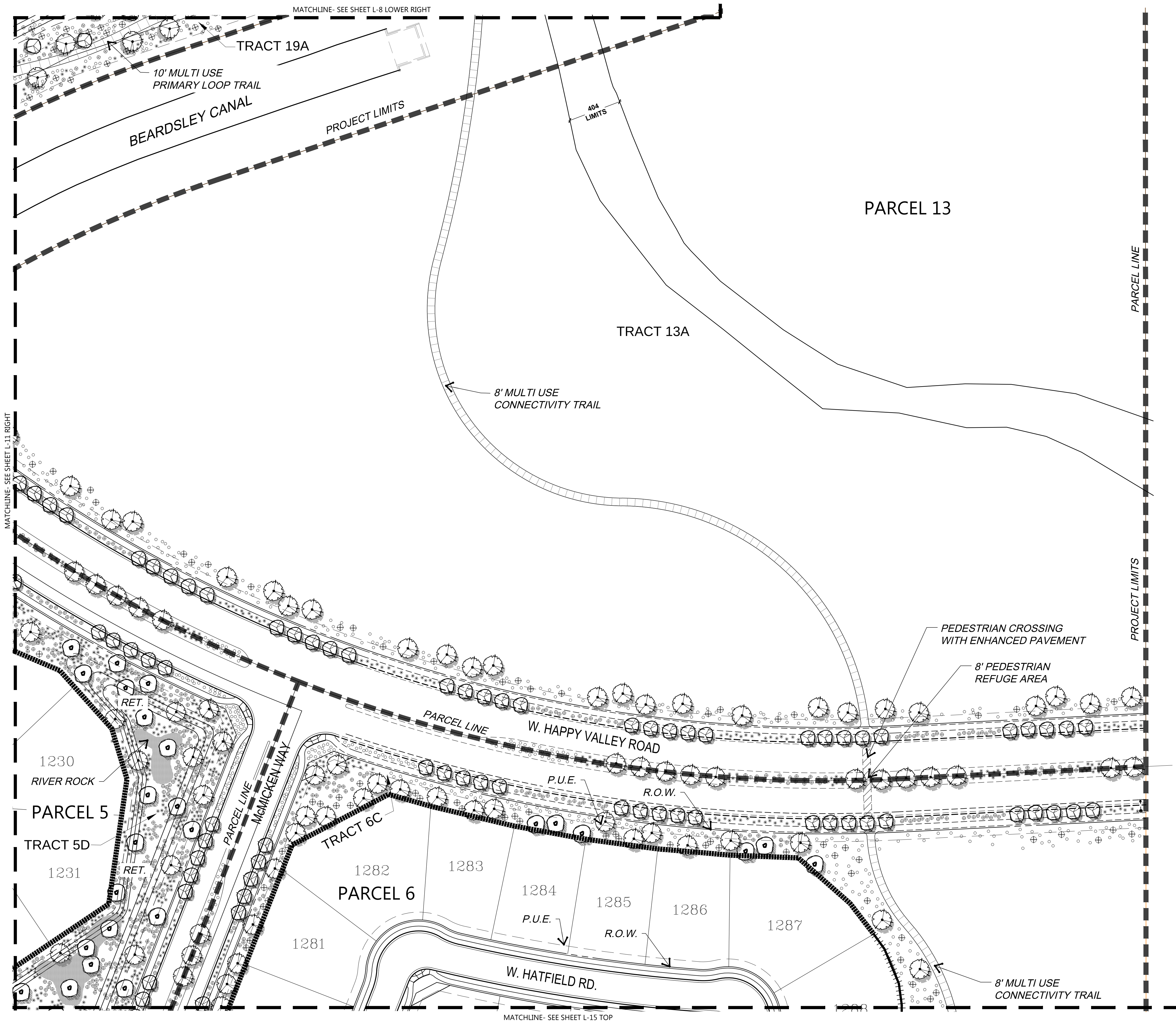
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William Lyon Homes, Inc.

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Job No.: 0342.3
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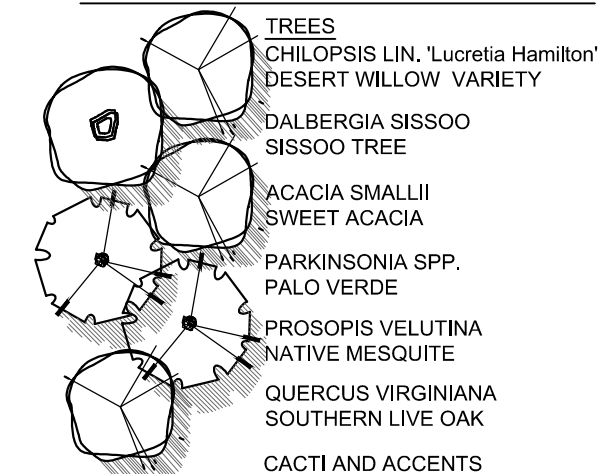


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N.T.S.



PRELIMINARY PLANT PALETTE



- AGAVE WEBER
WEBER'S AGAVE
ASCLEPIAS SUBULATA
DESERT MILKWEED
DASYLIRION WHEELERI
DESERT SPOON
FEROCACTUS WISLIZENII
BARREL CACTUS
HESPERALOE PARVIFLORA
RED / YELLOW YUCCA, MIXED
MUHLENBERGIA CAP. 'R. MIST' TM
DEERGRASS VARIETY
NOLINA MICROCARPA
BEARGRASS
YUCCA ELATA
SOAP TREE YUCCA

- CORDIA PARVIFOLIA
LITTLE LEAF CORDIA
DALEA PULCHRA
BUSH DALEA
ENCELIA FARINOSA
BRITTLEBUSH
EREMOPHILA 'VALENTINE'
EMU BUSH VARIETY
ERICAMERIA LARICIFOLIA
TURPENTINE BUSH
JUSTICIA CALIFORNICA
CHUPAROSA
LARREA TRIDENTATA
CREOSOTE
LEUCOPHYLLUM LANGMANIAE
'RIO BRAVO' SAGE
NERIUM OLEANDER
PETITE PINK DWARF OLEANDER
SIMMONDSIA CHINENSIS
JOJOBA
SPHAERALCEA AMBIGUA
GLOBEMALLOW
TECOMA STANS 'ORANGE JUBILEE'
TECOMA

- GROUND COVER / TURF
ACACIA REDOLENS
TRAILING ACACIA
AMBROSIA DELTOIDEA
BURSAGE
DALEA GREGGII
INDIGO BUSH
LANTANA SPP.
LANTANA
VERBENA SPP.
VERBENA
HYBRID BERMUDA LAWN
'4-2' TIGER' or 'EZ-TURF'
(SOD OR HYDROSEED)

- OTHER
GRANITE BOULDERS
SURFACE SELECT
2' / 3' / 4' DIAMETER

WALL LEGEND	
SYMBOL	DESCRIPTION
	THEME WALL (SEE DTL. 4, W-6)
	FENCE BLOCK WALL (SEE DTL. 5, W-6)
	SHORT VIEW FENCE (SEE DTL. 6, W-6)

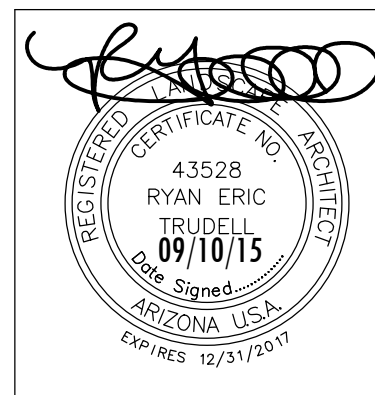
PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 50'-0"



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Happy Valley Road and Litchfield Road
Surprise, Arizona

PRELIMINARY LANDSCAPE PLAN

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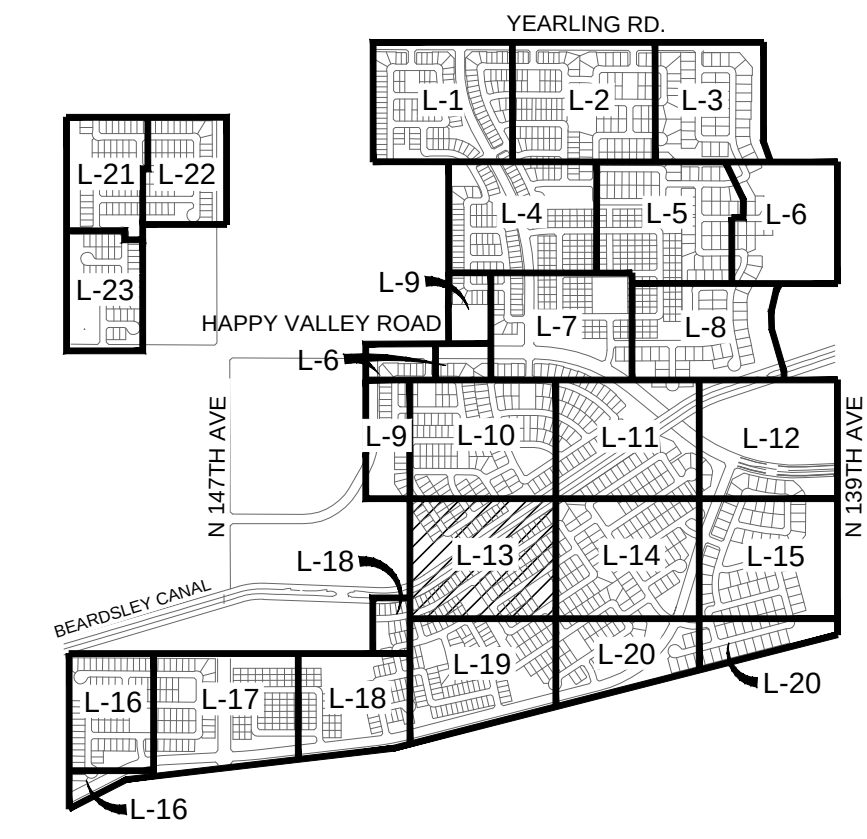
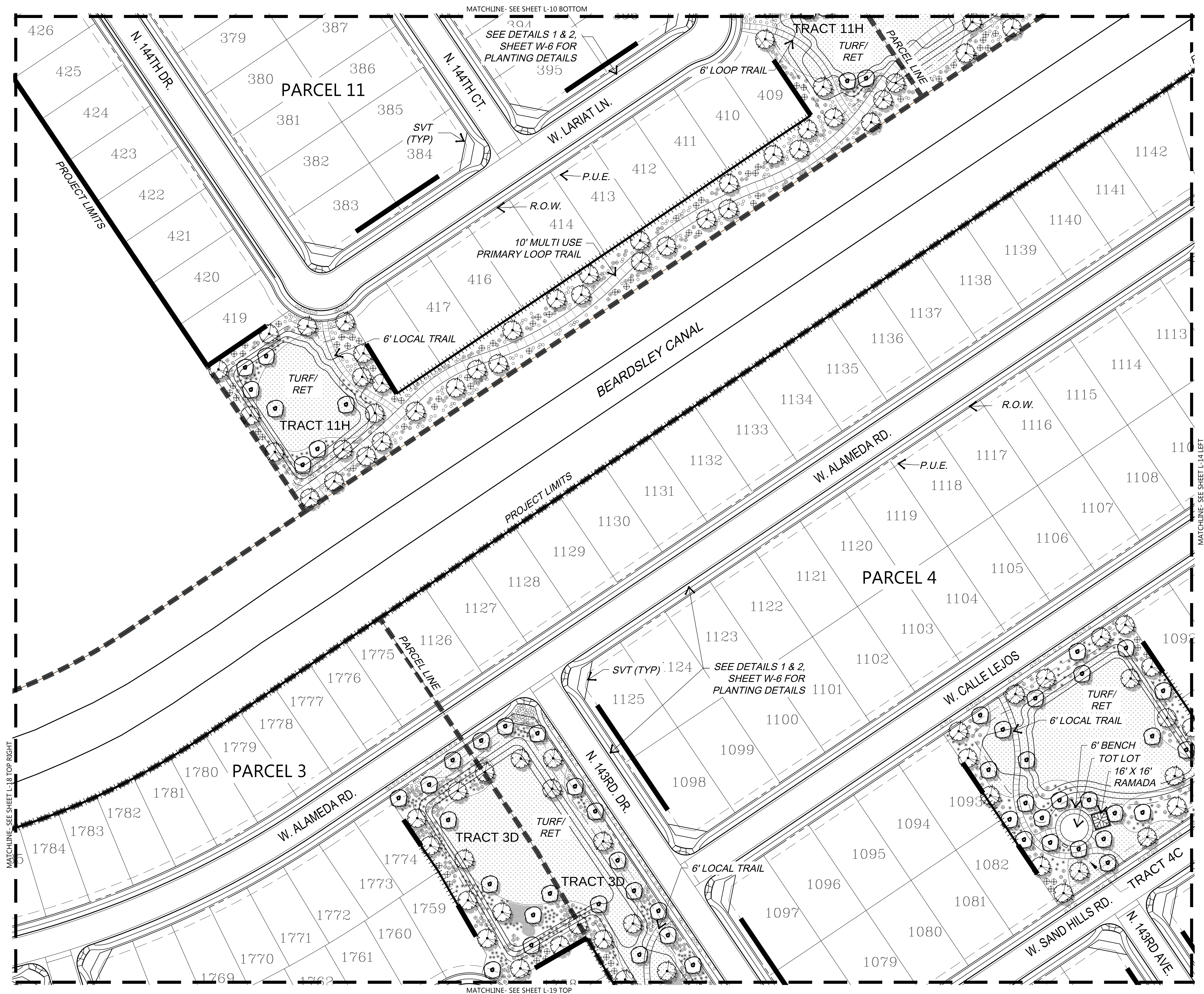
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Revision	Date



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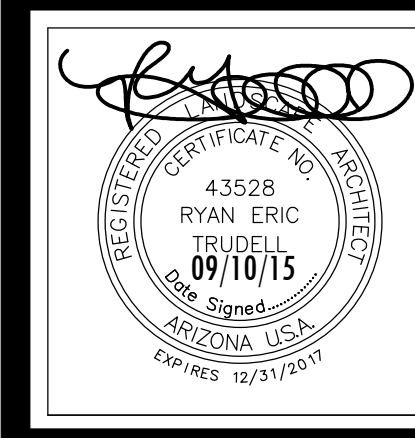
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- PRELIMINARY PLANT PALETTE**
- TREES**
- CHILOPSIS LIN. 'Lucretia Hamilton'
 - DESERT WILLOW VARIETY
 - DALBERGIA SISSOO
 - SISSOO TREE
 - ACACIA SMALLII
 - SWEET ACACIA
 - PARKINSONIA SPP.
 - PALO VERDE
 - PROSOPIS VELUTINA
 - NATIVE MESQUITE
 - QUERCUS VIRGINIANA
 - SOUTHERN LIVE OAK
- CACTI AND ACCENTS**
- AGAVE WEBERI
 - WEBER'S AGAVE
 - ASCLEPIAS SUBULATA
 - DESERT MILKWEED
 - DASYLIRION WHEELERI
 - DESERT SPOON
 - FEROCACTUS WISLIZENII
 - BARREL CACTUS
 - HESPERALOE PARVIFLORA
 - RED / YELLOW YUCCA MIXED
 - MUHLENBERGIA CAP. 'R. MIST'™
 - DEERGRASS VARIETY
 - NOLINA MICROCARPA
 - BEARGRASS
 - YUCCA ELATA
 - SOAP TREE YUCCA
- SHRUBS**
- CORDIA PARVIFOLIA
 - LITTLE LEAF CORDIA
 - DALEA PULCHRA
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 - BRITTLEBUSH
 - EREMOPHILA 'VALENTINE'
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 - ERICAMERIA LARGIFOLIA
 - TURPENTINE BUSH
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 - CHUPAROSA
 - LARREA TRIDENTATA
 - CREOSOTE
 - LEUCOPHYLLUM LANGMANIAE
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 - NERIUM OLEANDER
 - PETITE PINK DWARF OLEANDER
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 - BURSAGE
 - DALEA GREGGII
 - INDIGO BUSH
 - LANTANA SPP.
 - LANTANA
 - VERBENA SPP.
 - VERBENA
- OTHER**
- HYBRID BERMUDA LAWN
 - 1/2" TIFGREEN or 1/2" TURF (SOD OR HYDROSEED)
 - GRANITE BOULDERS
 - SURFACE SELECT
 - 2" / 3" / 4" DIAMETER

- WALL LEGEND**
- | SYMBOL | DESCRIPTION |
|--------|------------------------------------|
| ===== | THEME WALL (SEE DTL. 4, W-6) |
| ===== | FENCE BLOCK WALL (SEE DTL. 5, W-6) |
| ===== | SHORT VIEW FENCE (SEE DTL. 6, W-6) |

PRELIMINARY LANDSCAPE PLAN SCALE: 1" = 50'-0"

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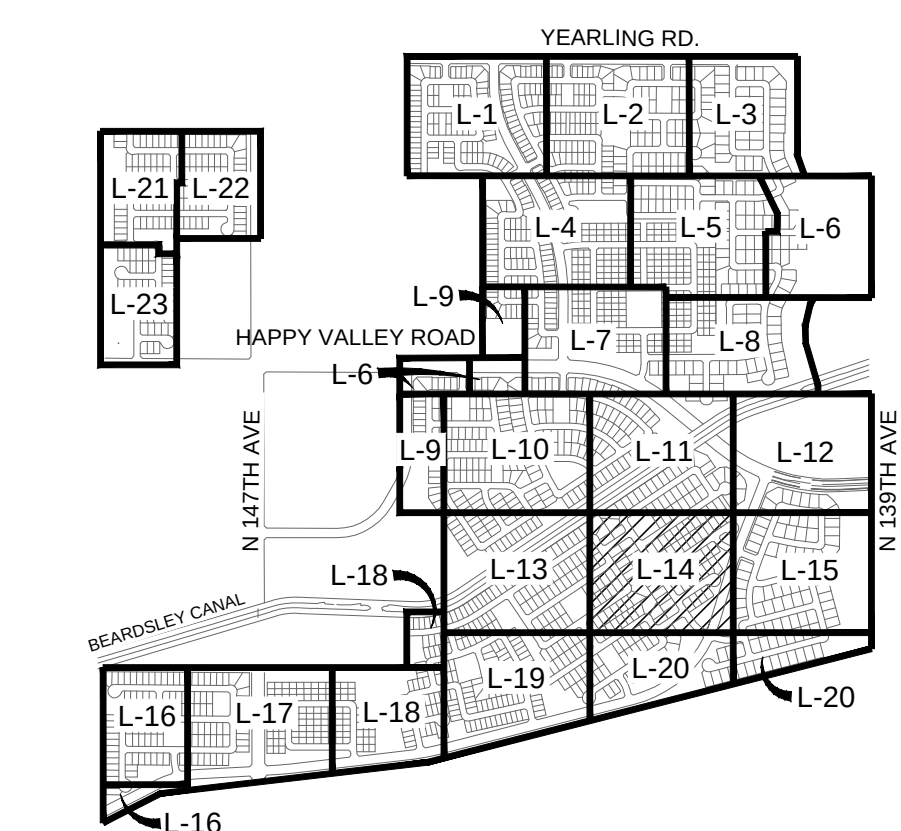
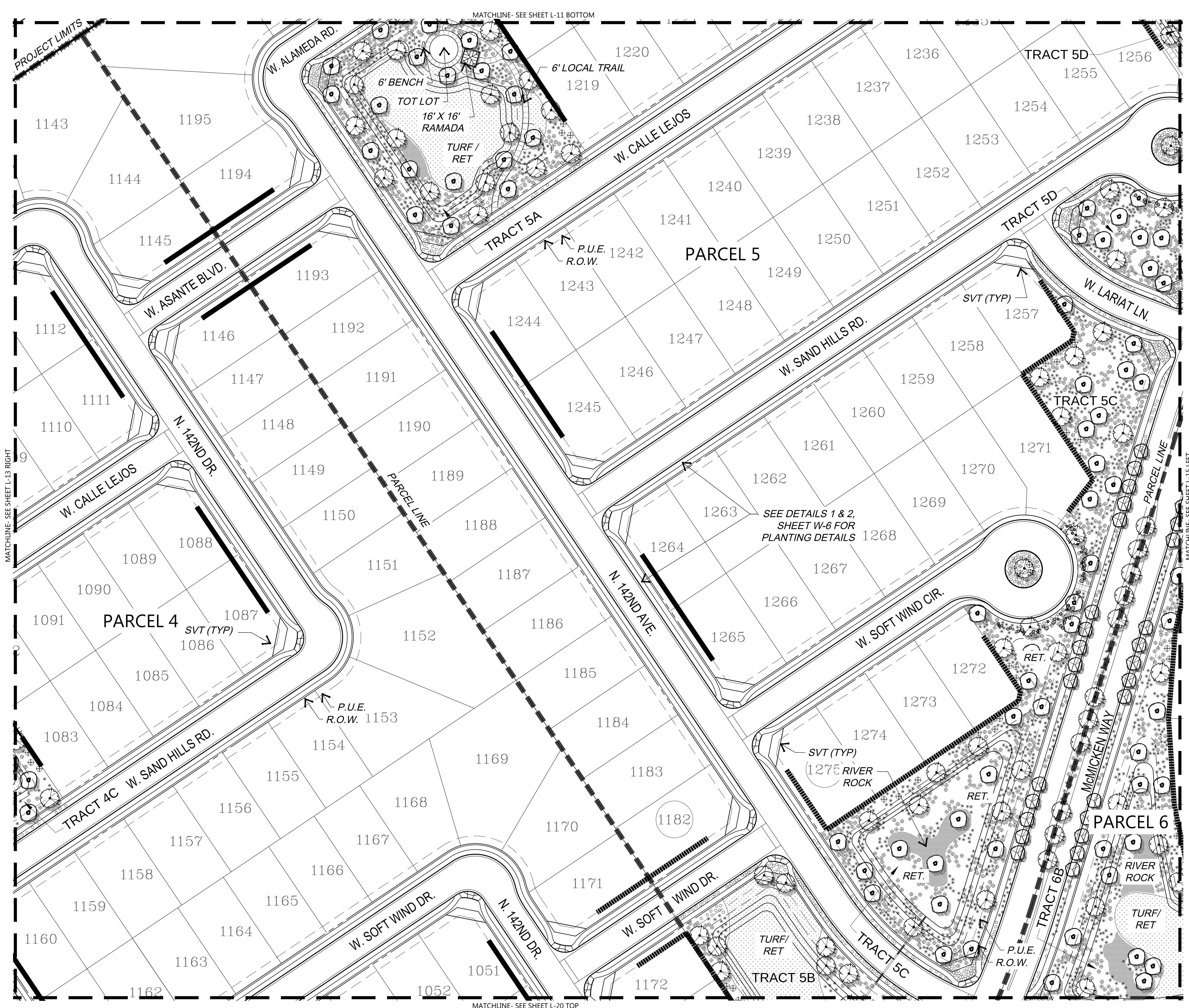
Rancho Mercado Unit 1
Happy Valley Road and Litchfield Road Surprise, Arizona
PRELIMINARY LANDSCAPE PLAN

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William Lyon Homes, Inc.

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 - INDIGO BUSH
 - LANTANA SPP.
 - LANTANA
 - VERBENA SPP.
 - VERBENA
 - HYBRID BERMUDA LAWN
 - 4:2 TIFGREEN or 1:2 TURF (SOD OR HYDROSEED)
- OTHER**
- GRANITE BOULDERS
 - 'SURFACE SELECT'
 - 2' / 3' / 4' DIAMETER

WALL LEGEND	
SYMBOL	DESCRIPTION
	THEME WALL (SEE DTL. 4, W-4)
	FENCE BLOCK WALL (SEE DTL. 5, W-4)
	SHORT VIEW FENCE (SEE DTL. 6, W-4)

PRELIMINARY LANDSCAPE PLAN SCALE: 1" = 50'-0"

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PRELIMINARY LANDSCAPE PLAN

Happy Valley Road and Litchfield Road Surprise, Arizona

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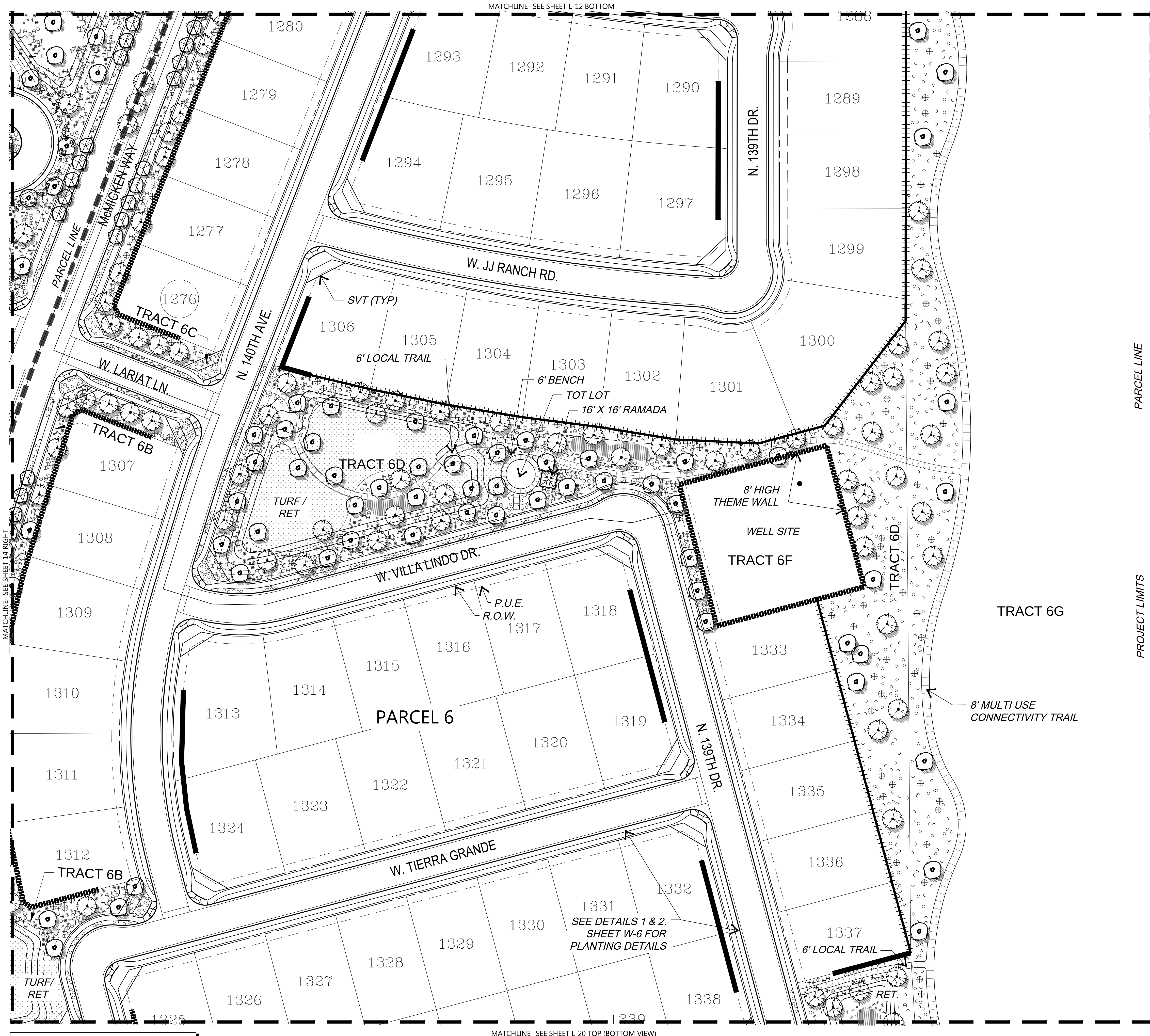
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William Lyon Homes, Inc.

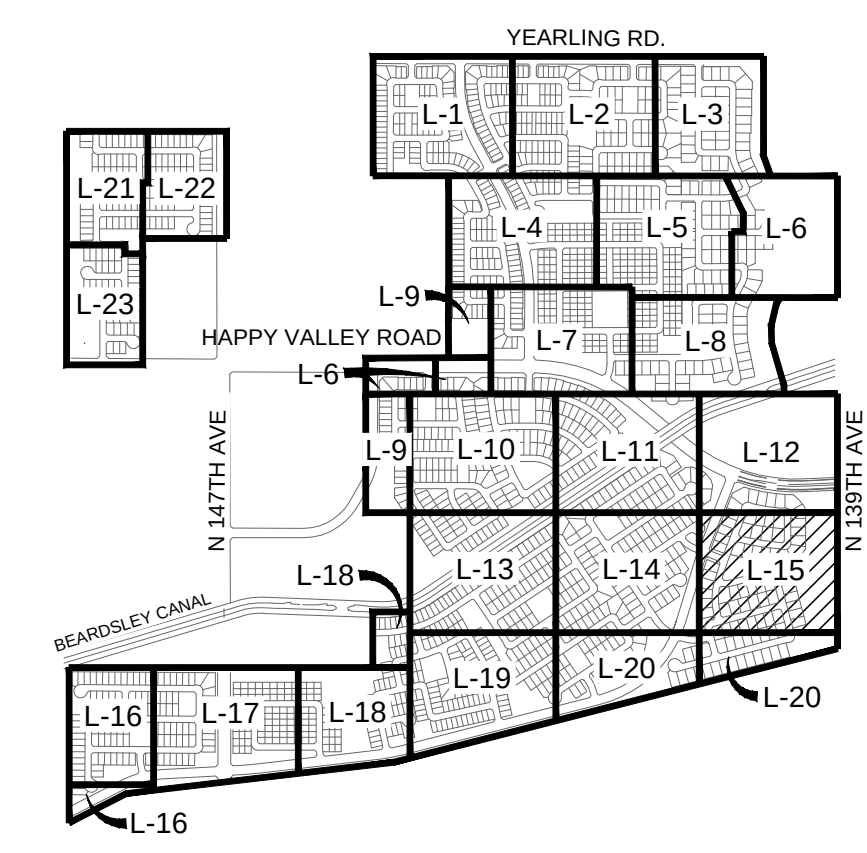
Date: 09/10/15
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NOTE:
ONCE IMPROVEMENTS ARE COMPLETE,
WASHES WILL BE REVEGETATED WITH NATIVE
HYDRO SEED



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- PRELIMINARY PLANT PALETTE**
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CHILOPSIS LIN. 'Lucretia Hamilton'
DESERT WILLOW VARIETY
DALBERGIA SISSOO
SISSOO TREE
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TECOMA STANS 'ORANGE JUBILEE'
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AMBROSIA DELTOIDEA
BURSAGE
DALEA GREGGII
INDIGO BUSH
LANTANA SPP.
LANTANA
VERBENA SPP.
VERBENA
- HYBRID BERMUDA LAWN
4-6" TIF GREEN or 12-2" TURF
(SOD OR HYDROSEED)
- OTHER
GRANITE BOULDERS
'SURFACE SELECT'
2' / 3' / 4' DIAMETER

WALL LEGEND

SYMBOL	DESCRIPTION
[Symbol]	THEME WALL (SEE DTL. 4, W-6)
[Symbol]	FENCE BLOCK WALL (SEE DTL. 5, W-6)
[Symbol]	SHORT VIEW FENCE (SEE DTL. 6, W-6)

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Happy Valley Road and Litchfield Road Surprise, Arizona

PRELIMINARY LANDSCAPE PLAN

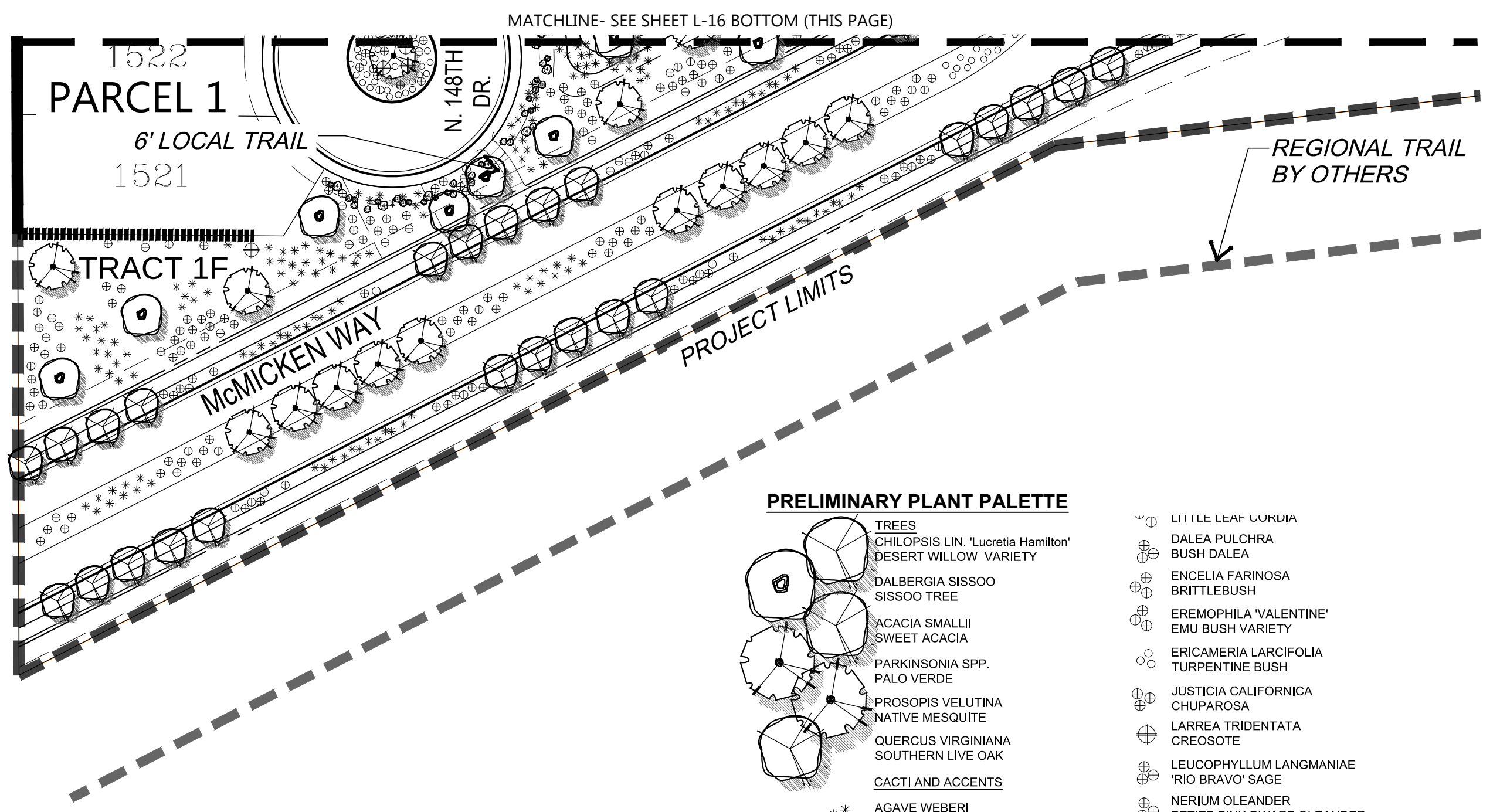
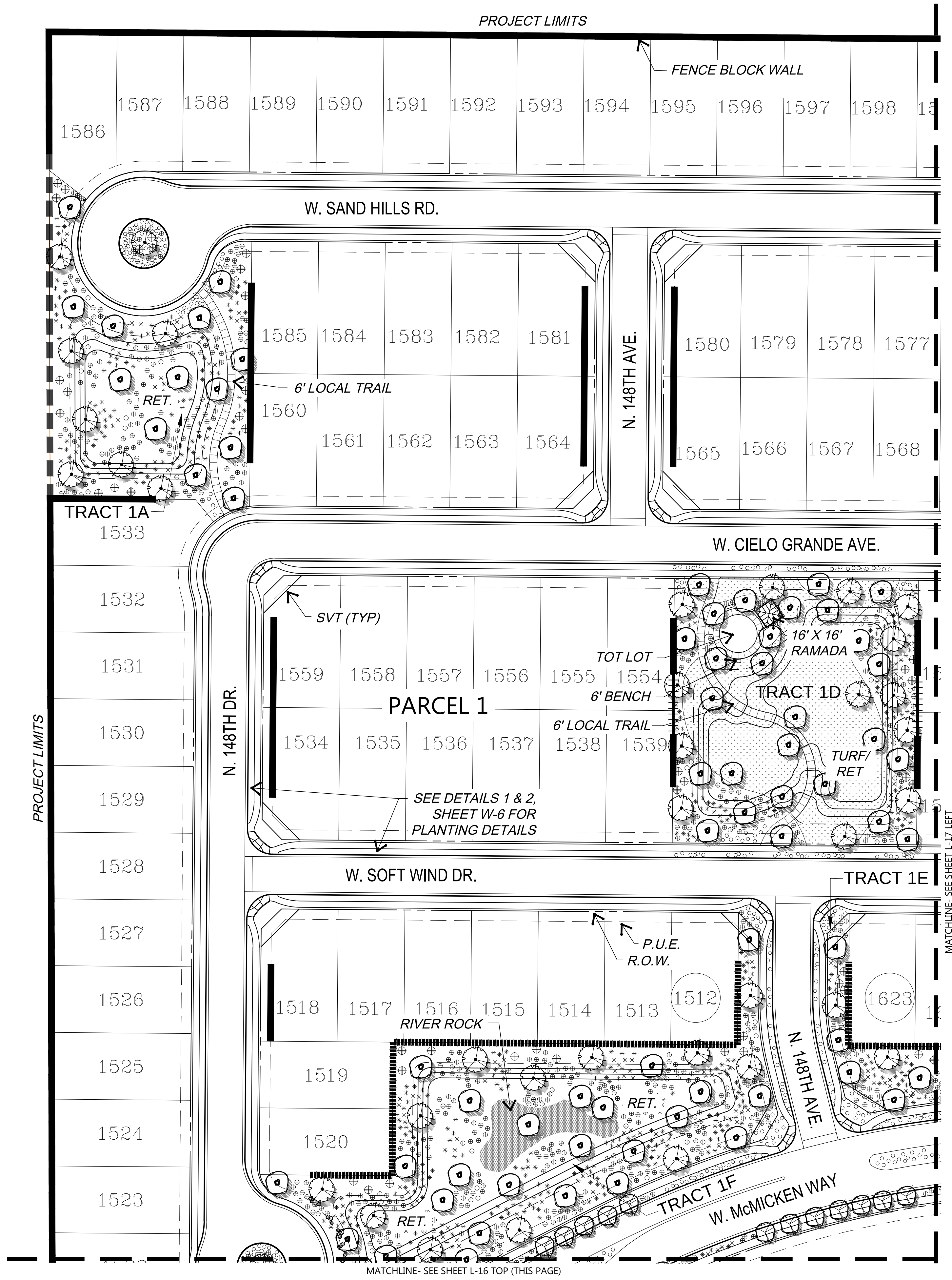
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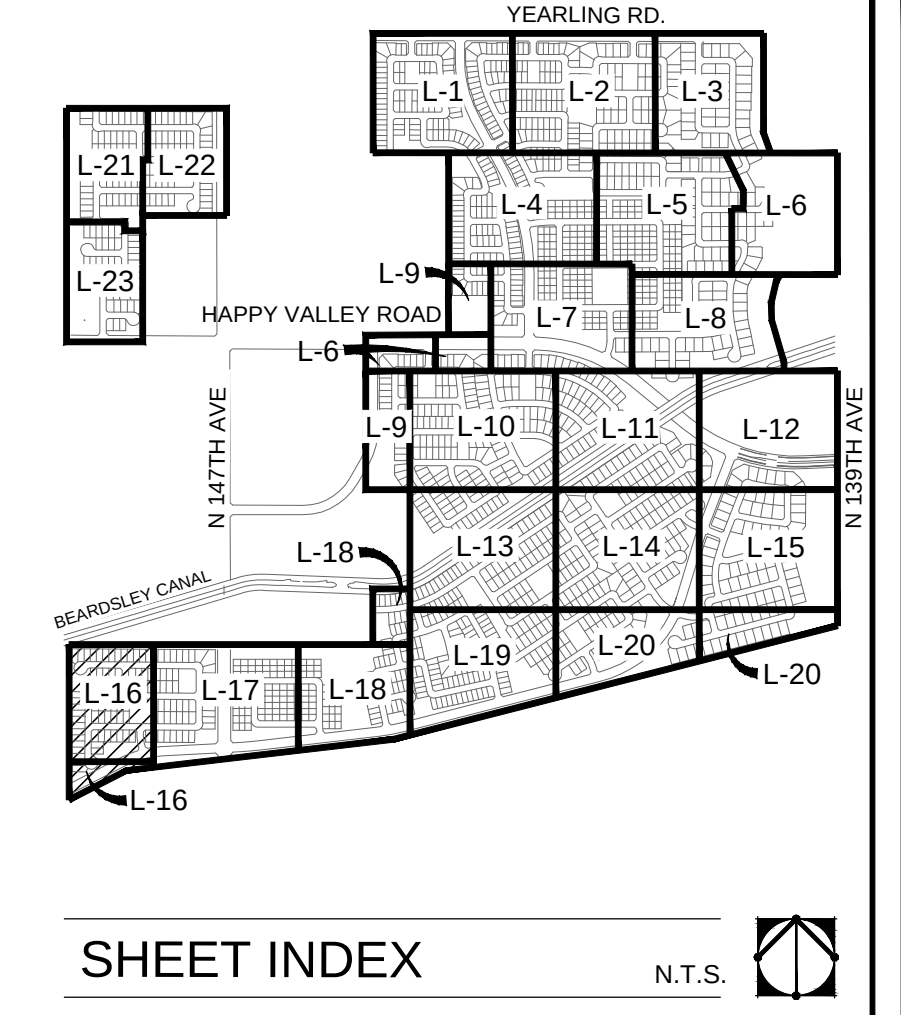
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- PRELIMINARY PLANT PALETTE**
- TREES
 - CHILOPSIS LIN. 'Lucretia Hamilton'
 - DESERT WILLOW VARIETY
 - DALBERGIA SISSOO
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 - EMU BUSH VARIETY
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 - TURPENTINE BUSH
 - JUSTICIA CALIFORNICA
 - CHUPAROSA
 - LARREA TRIDENTATA
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 - (SOD OR HYDROSEED)
 - OTHER
 - GRANITE BOULDERS
 - 'SURFACE SELECT'
 - 2" / 3" / 4" DIAMETER

WALL LEGEND

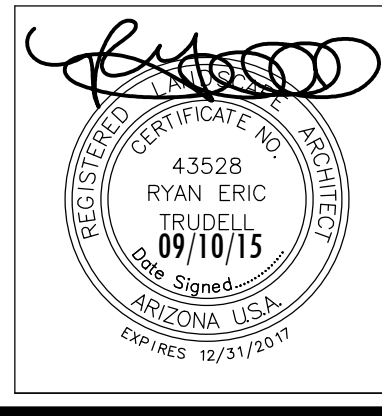
SYMBOL	DESCRIPTION
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-----	FENCE BLOCK WALL (SEE DTL. 5, W-4)
	SHORT VIEW FENCE (SEE DTL. 6, W-4)



PRELIMINARY LANDSCAPE PLAN SCALE: 1" = 50'-0"

0 25 50 100

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Happy Valley Road and Litchfield Road Surprise, Arizona

PRELIMINARY LANDSCAPE PLAN

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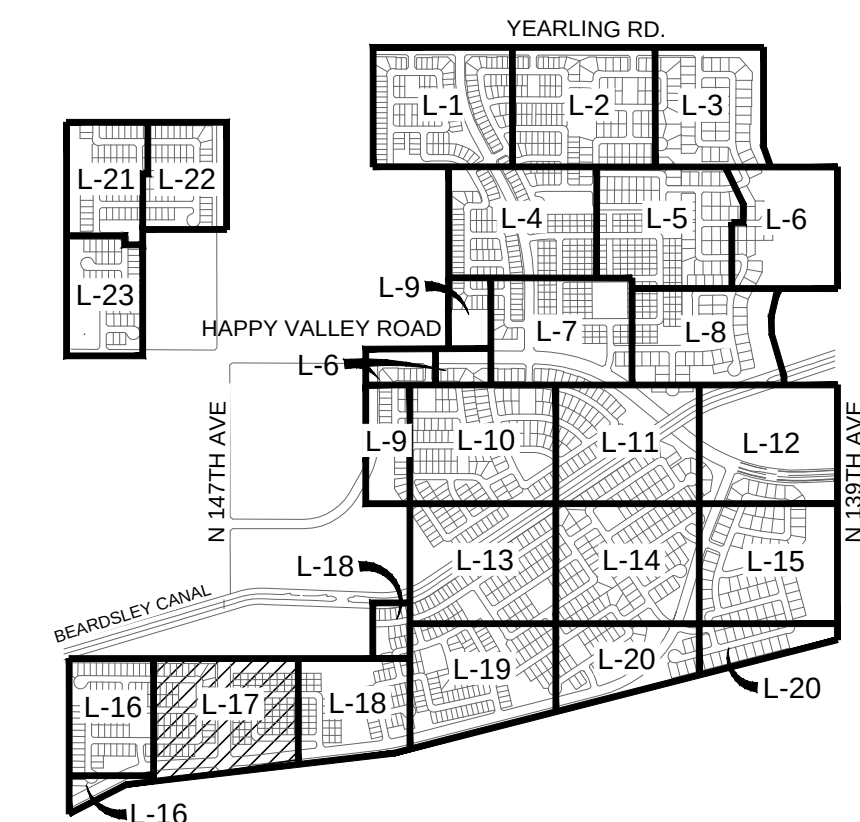
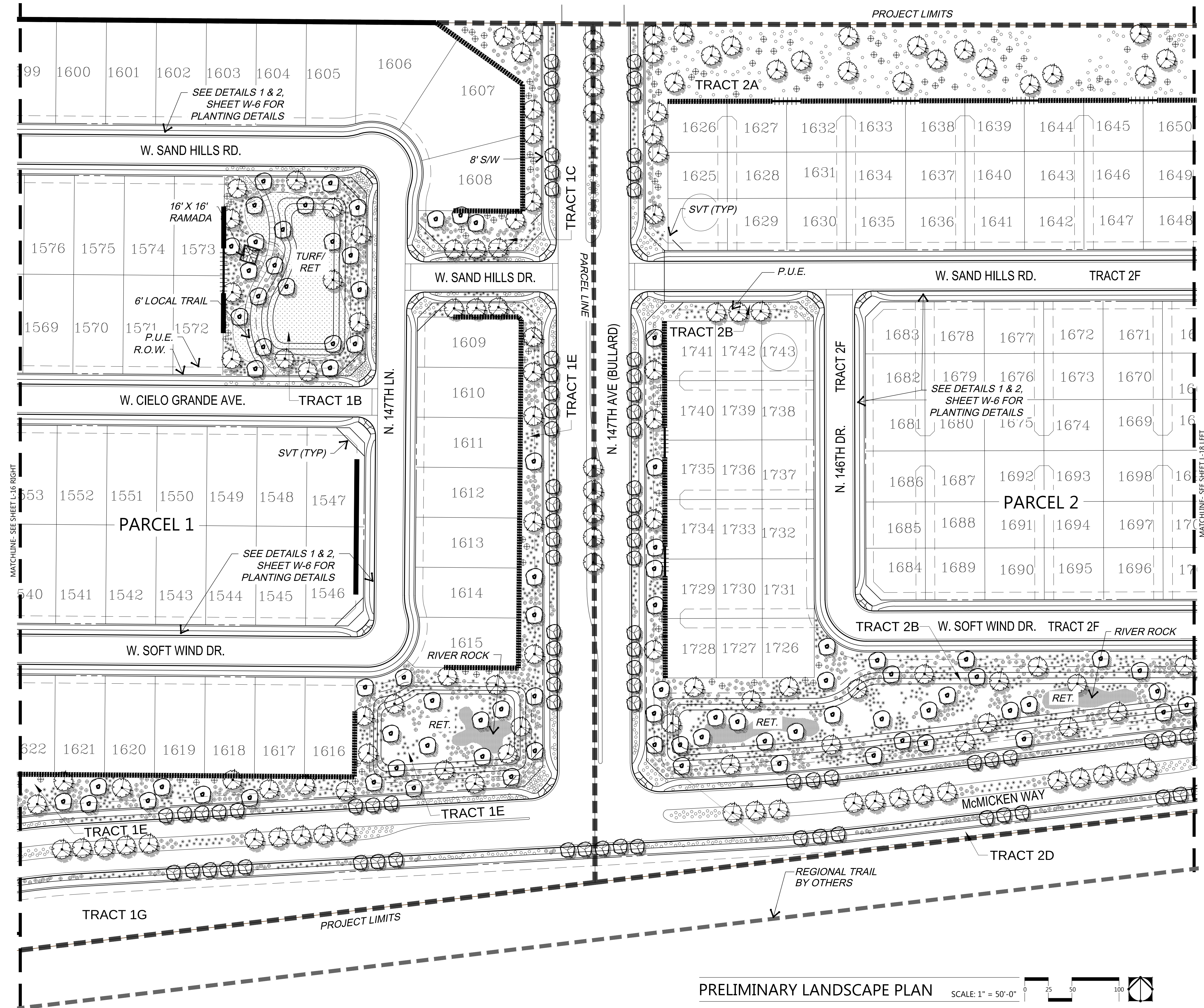
Revision	Date

William Lyon Homes, Inc.

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- ### PRELIMINARY PLANT PALETTE

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PRELIMINARY PLANT PALETTE

- TREES
CHILOPSIS LIN. 'Lucetta Hamilton'
DESERT WILLOW VARIETY
DALBERGIA SISSOO
SISSOO TREE
ACACIA SMALLII
SWEET ACACIA
PARKINSONIA SPP.
PALO VERDE
PROSOPIS VELUTINA
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AGAVE WEBERI
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SHRUBS
CORDIA PARVIFOLIA
LITTLE LEAF CUNYAN

- DALEA PULCHRA
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(SOD OR HYDROSEED)

- OTHER
GRANITE BOULDERS
'SURFACE SELECT'
2 1/3" 1/4" DIAMETER

WALL LEGEND

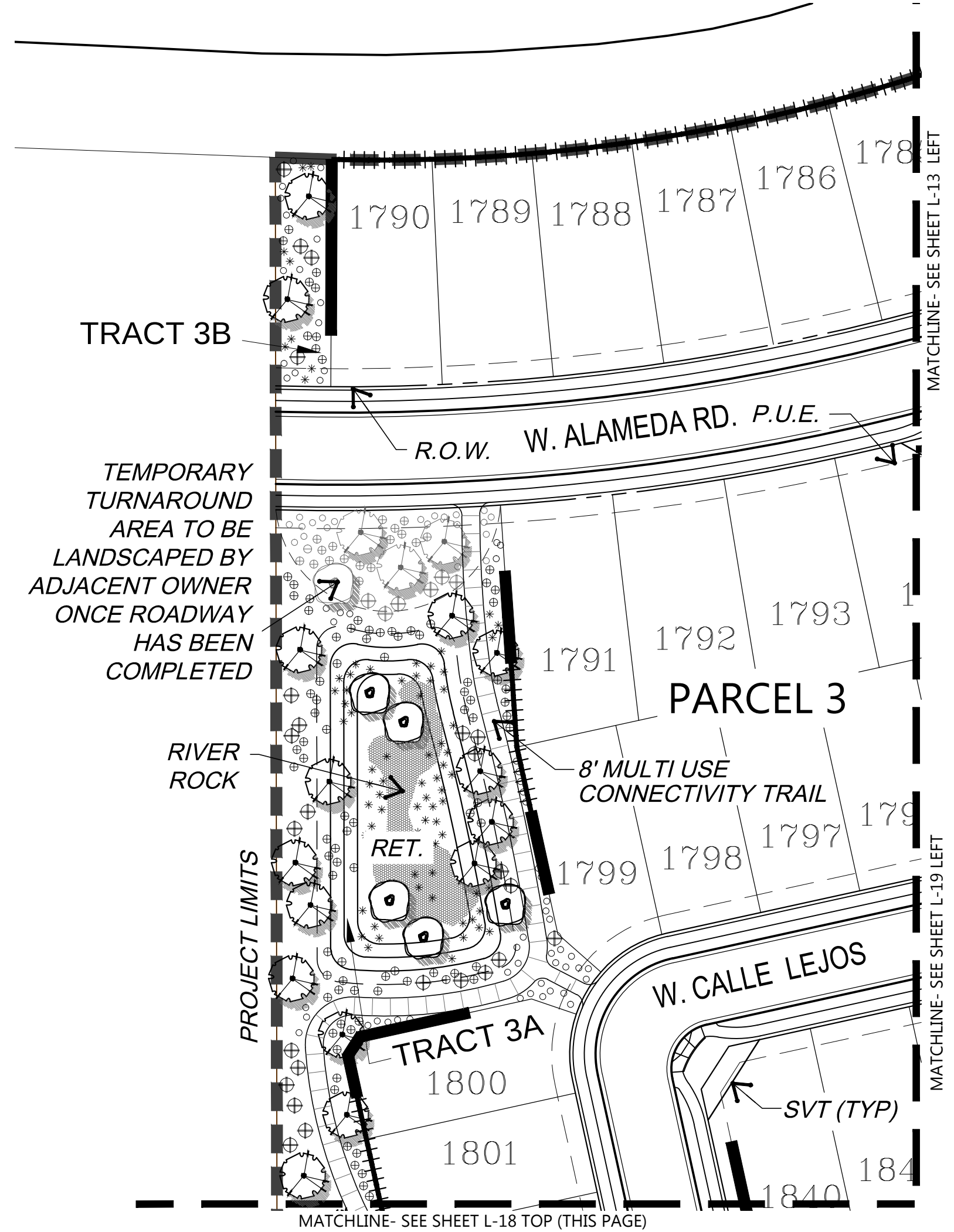
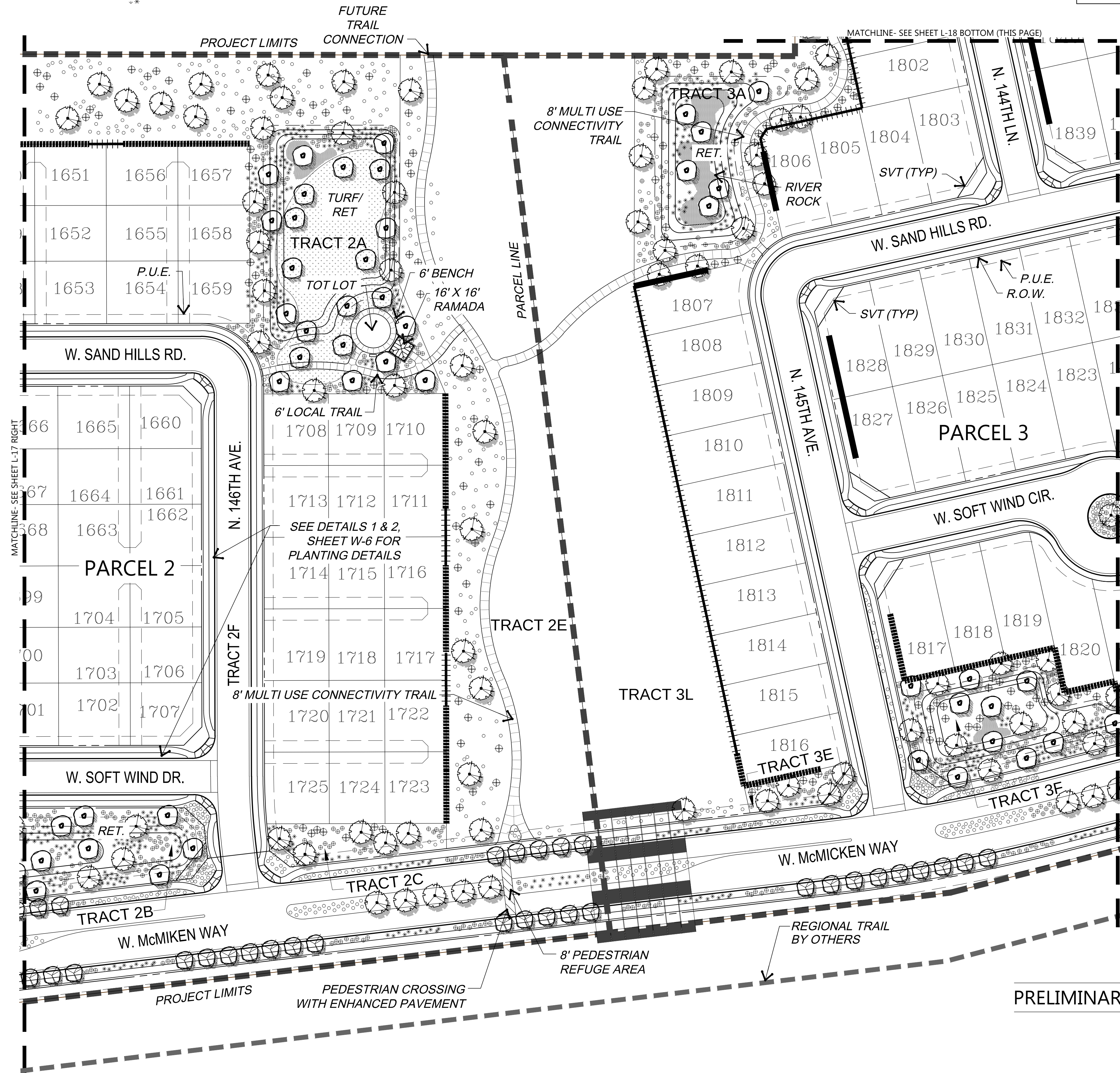
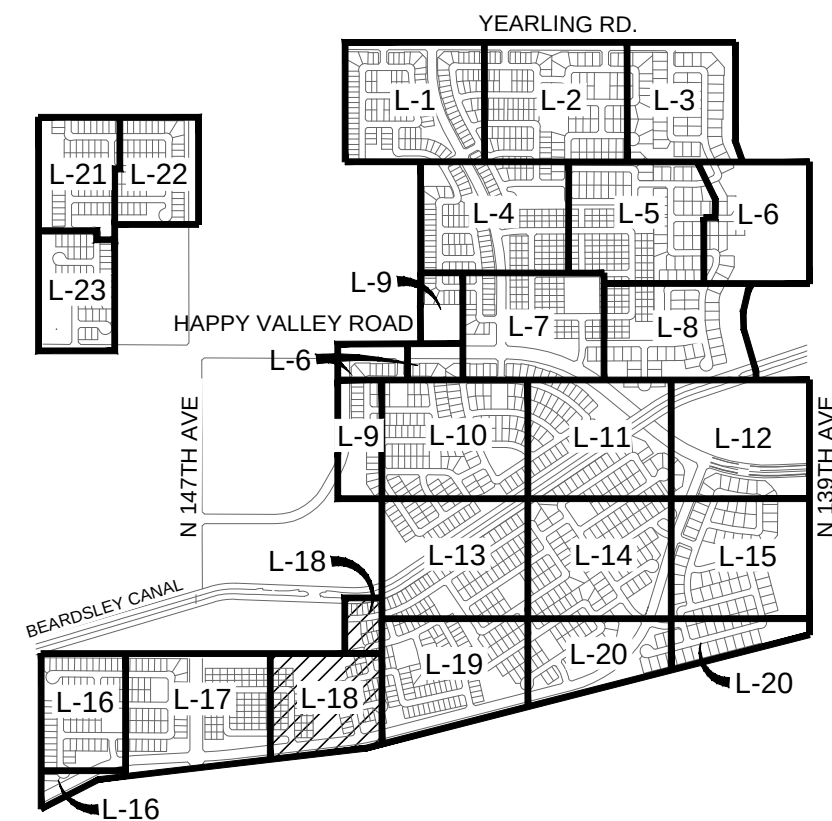
SYMBOL	DESCRIPTION
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NOTE:

ONCE IMPROVEMENTS ARE COMPLETE,
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SHEET INDEX

N.T.S.

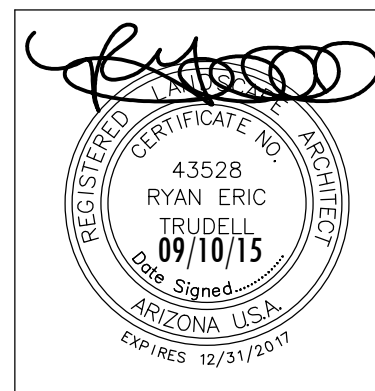


PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 50'-0" 0 25 50 100

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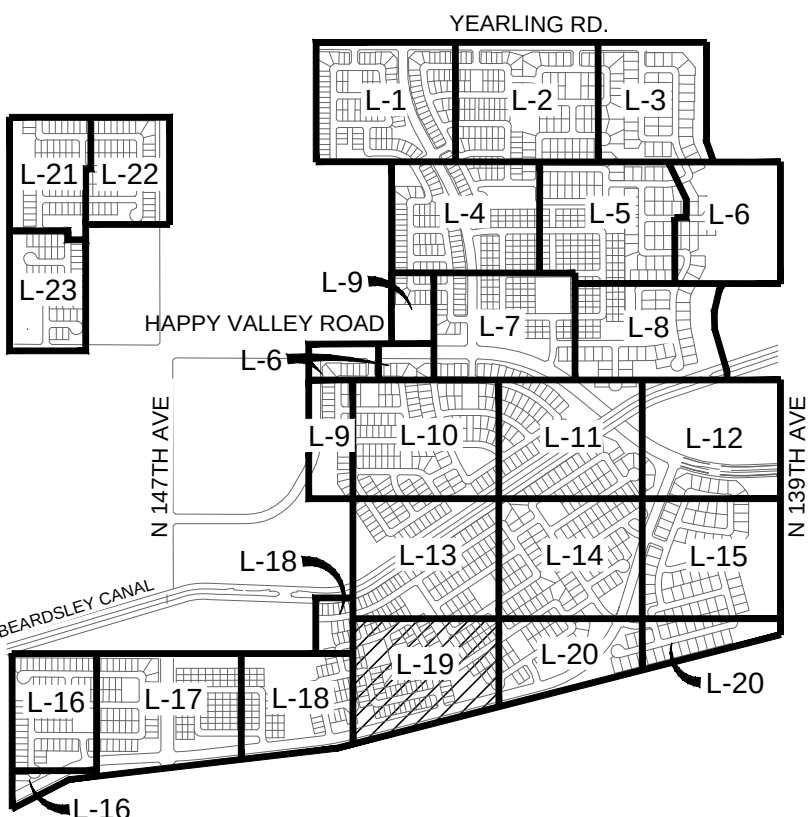
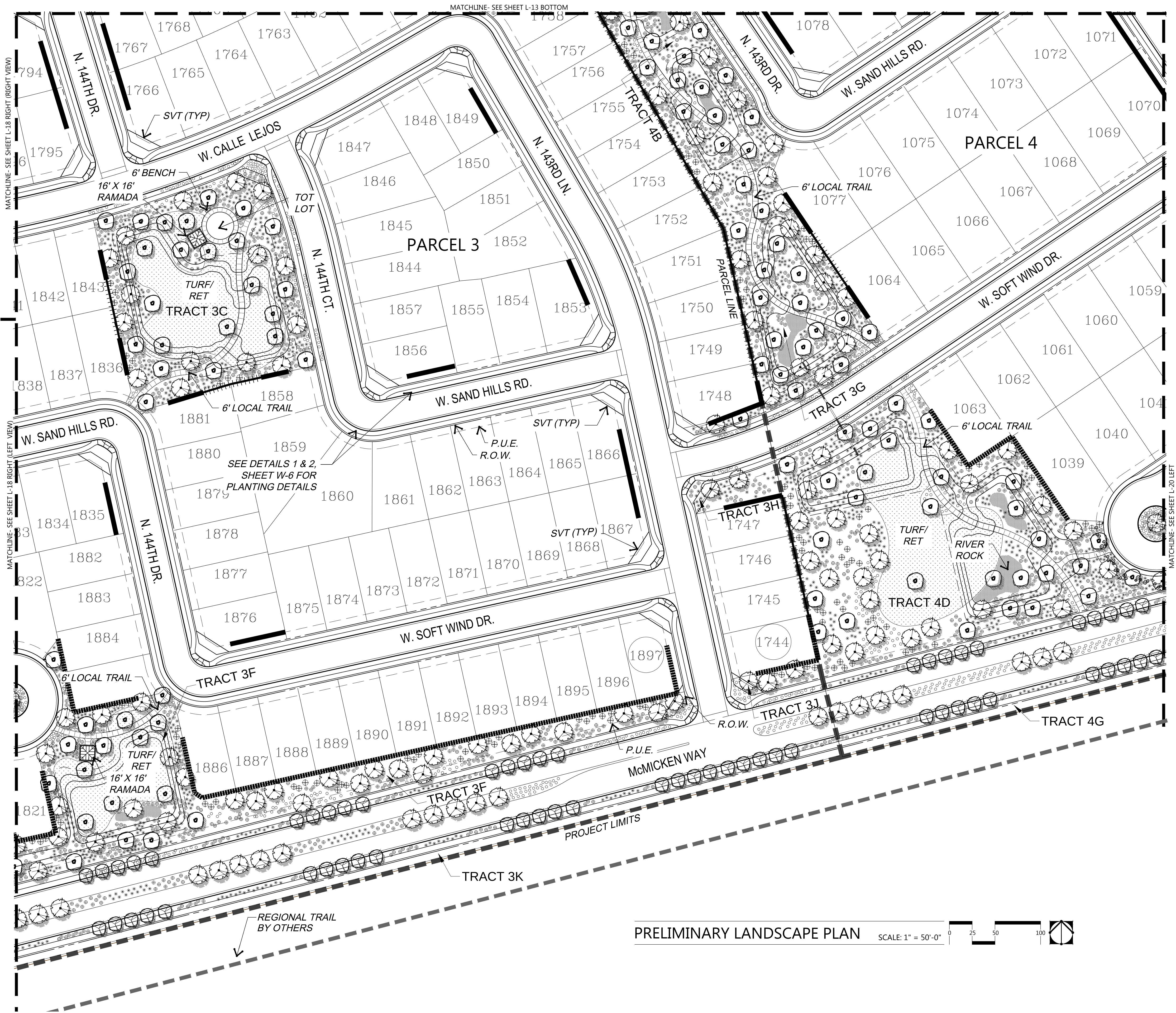
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Date: 09/10/15
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PRELIMINARY PLANT PALETTE

- TREES**
- CHILOPSIS LIN. 'Lucretia Hamilton'
 - DESERT WILLOW VARIETY
 - DALBERGIA SISOOC
 - SISOOC TREE
 - ACACIA SMALLII
 - SWEET ACACIA
 - PARKINSONIA SPP.
 - PALO VERDE
 - PROSOPIS VELUTINA
 - NATIVE MESQUITE
 - QUERCUS VIRGINIANA
 - SOUTHERN LIVE OAK
 - CACTI AND ACCENTS
- AGAVE WEBERI**
- WEBER'S AGAVE
 - ASCLEPIAS SUBULATA
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 - DASYLIRION WHEELERI
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 - FEROCACTUS WISLIZENII
 - BARREL CACTUS
 - HESPERALOE PARVIFLORA
 - RED / YELLOW YUCCA, MIXED
 - MUHLENBERGIA CAP. R. MIST TM
 - DEERGRASS VARIETY
 - NOLINA MICROCARPA
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 - YUCCA ELATA
 - SOAP TREE YUCCA
- SHRUBS**
- CORDIA PARVIFOLIA
 - LITTLE LEAF CORDIA
 - DALEA PULCHRA
 - BUSH DALEA
 - ENCELIA FARINOSA
 - BRITTLEBUSH
 - EREMOPHILA 'VALENTINE'
 - EMU BUSH VARIETY
 - ERICAMERIA LARICIFOLIA
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 - JUSTICIA CALIFORNICA
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 - CREOSOTE
 - LEUCOPHYLLUM LANGMANIAE
 - 'RIO BRAVO' SAGE
 - NERIUM OLEANDER
 - PETITE PINK DWARF OLEANDER
 - SIMMONDSIA CHINENSIS
 - JOJOBA
 - SPHAERALCEA AMBIGUA
 - GLOBEMALLOW
 - TECOMA STANS 'ORANGE JUBILEE'
 - TECOMA
- GROUND COVER / TURF**
- ACACIA REDOLENS
 - TRAILING ACACIA
 - AMBROSIA DELTOIDEA
 - BURSAGE
 - DALEA GREGGII
 - INDIGO BUSH
 - LANTANA SPP.
 - LANTANA
 - VERBENA SPP.
 - VERBENA
 - HYBRID BERMUDA LAWN
 - e.g. 'TIFGREEN' or 'EZ-TURF'
 - (SOD OR HYDROSEED)
- OTHER**
- GRANITE BOULDERS
 - 'SURFACE SELECT'
 - 2' / 3' / 4' DIAMETER

WALL LEGEND

SYMBOL	DESCRIPTION
	THEME WALL (SEE DTL. 4, W-4)
	FENCE BLOCK WALL (SEE DTL. 5, W-4)
	SHORT VIEW FENCE (SEE DTL. 6, W-4)

PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 50'-0"



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Surprise, Arizona

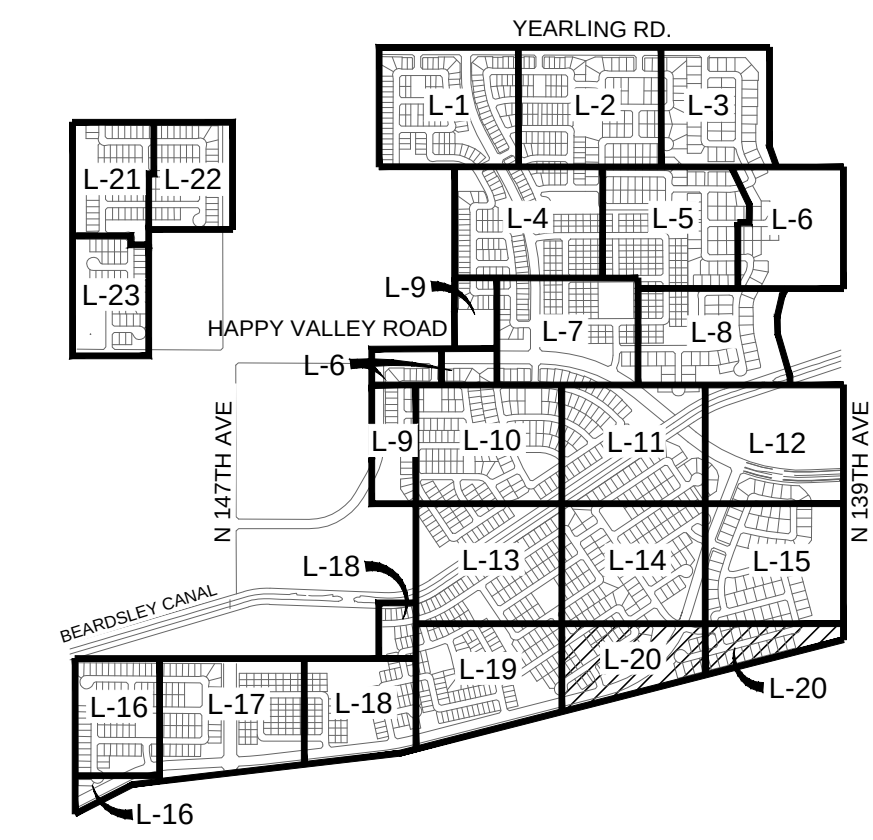
PRELIMINARY LANDSCAPE PLAN

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Revision	Date

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Date: 09/10/15
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WALL LEGEND	
SYMBOL	DESCRIPTION
	THEME WALL (SEE DTL. 4, W-6)
	FENCE BLOCK WALL (SEE DTL. 5, W-6)
	SHORT VIEW FENCE (SEE DTL. 6, W-6)

- | | | | |
|---|--|---|---|
| * * | ASCLEPIAS SUBULATA
DESSERT MILKWED |  | ‘RIO BRAVO’ SAGE |
| | DASYLIRON WHEELERI
DESERT SPOON |  | NERIUM OLEANDER
PETITE PINK DWARF OLEANDER |
| * * | FEROCACTUS WISLIZENII
BARREL CACTUS |  | SMIMONDIAS CHINENSIS
JOLIBA |
| * * | HESPERALOE PARVIFLORA
RED / YELLOW YUCCA, MIXED |  | SPHAERALCEA AMBIGUA
GLOBE MALLOW |
| | MUHLBERGIA CARY, R. MIST* TM
DEERGRASS VARIETY |  | TECOMA STANS ‘ORANGE JUBILEE’
TECOMA |
| * * | NOLINA MICROCARPA
BEARGRASS | | GROUND COVER / TURF |
| * * | YUCCA ELATA
SOAP TREE YUCCA |  | ACACIA REDOLENS
TRAILING ACACIA |
| | <u>SHRUBS</u> |  | AMBROSIA DELTOIDEA
BURSAGE |
| | CORDIA PARVIFOLIA
LITTLE LEAF CORDIA |  | DALEA GREGGII
INDIGO BUSH |
| | DALEA PULCHRA
BUSH DALEA |  | LANTANA SPP.
LANTANA |
| | ENCELIA FARINOSA
BRITTLEBUSH |  | VERBENA SPP.
VERBENA |
| | EREMOPHILA ‘VALENTE’
EMU BUSH VARIETY |  | HYBRID BERMUDA LAWN
e.g. ‘TIGERGRASS’ or ‘EZ-TURF’
(SOD OR HYDROSEED) |
|  | ERICARIMERA LARICIFOLIA
TURPENTINE BUSH | | <u>OTHER</u> |
|  | JUSTICIA CALIFORNICA
CHUPAROSA |  | GRANITE BLOCKERS
‘SURFACE SELECT’
2 1/3 4” DIAMETER |
|  | LARREA TRIDENTATA
CREOSOTE | | |
| | LEUCOPHYLLUM LANGMANIAE | | |

TREES

CHILOPSIS LIN. *Luceria Hamiltonii*

DESERT WILLOW VARIETY

DALBERGIA SISSOO

SISSOO TREE

ACACIA SMALLII

SWEET ACACIA

PARKINSONIA SPP.

PALO VERDE

PROSOPIS VELUTINA

NATIVE MESQUITE

QUERCUS VIRGINIANA

SOUTHERN LIVE OAK

CACTI AND ACCENTS

AGAVE WEBERI

NEEDLER PALM

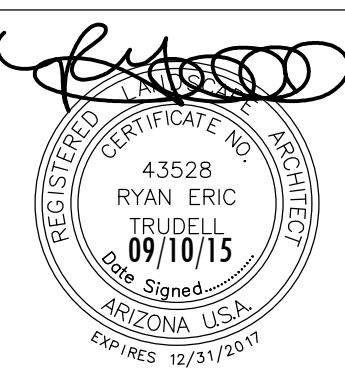
NOTE:

ONCE IMPROVEMENTS ARE COMPLETE,
WASHES WILL BE REVEGETATED WITH NATIVE
HYDRO SEED

PRELIMINARY LANDSCAPE PLAN

CASE #FS15-069

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Rancho Mercado Unit 1

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PRELIMINARY LANDSCAPE PLAN

PRELIMINARY LANDSCAPE PLAN

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Revision	Date
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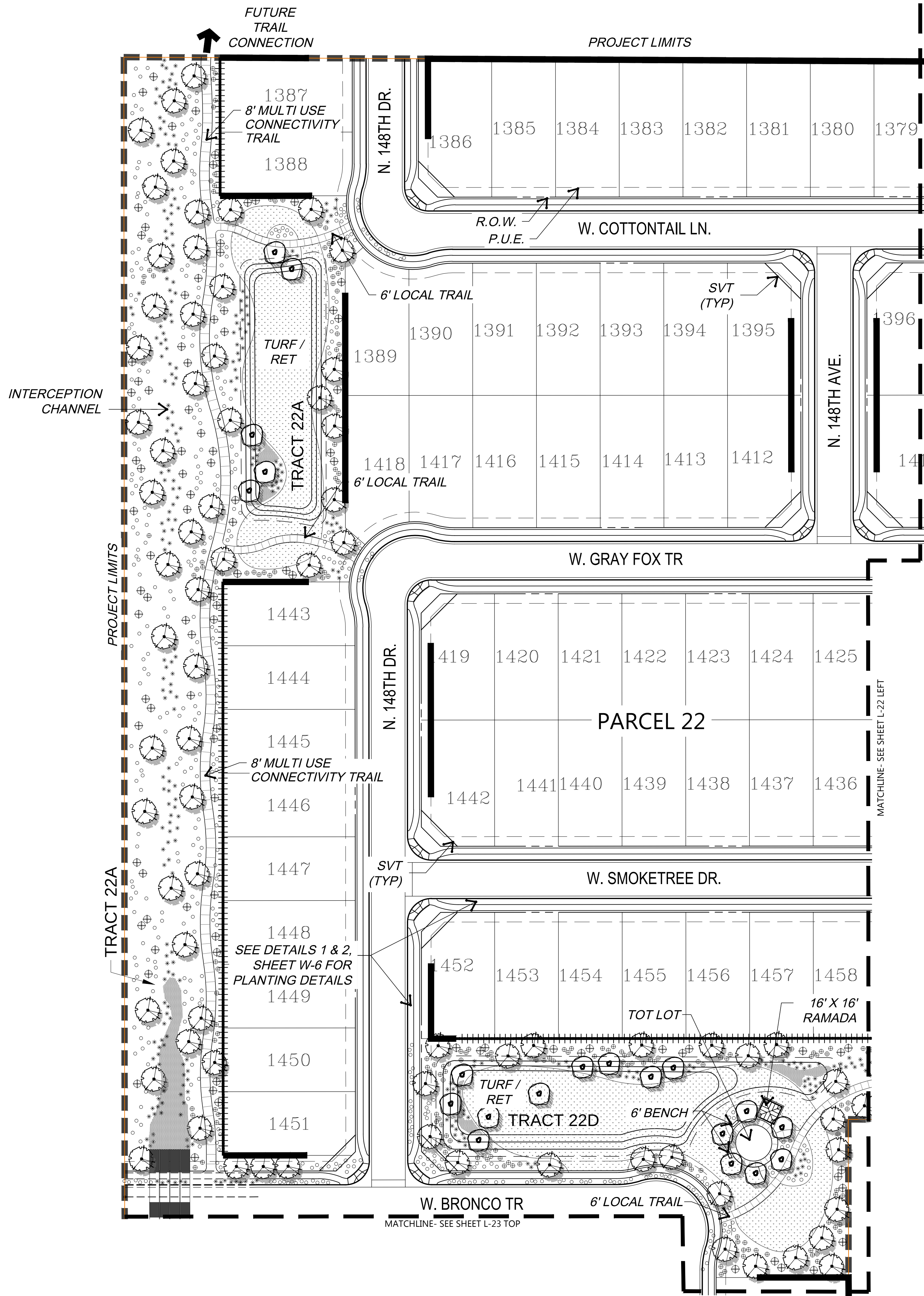


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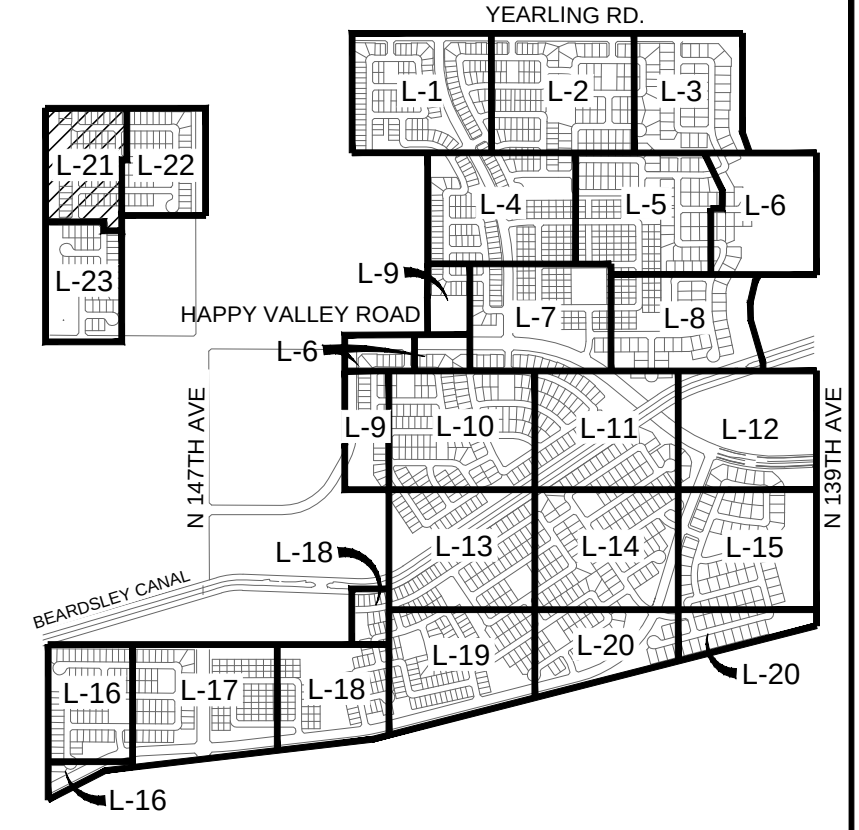
\\2003\0342 - Rancho Merrado\CAD\LIVALS\EXHIBITS\00- LANDSCAPE PLAN.dwg Sep 10, 2015



PRELIMINARY PLANT PALETTE

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 - CHILOPSIS LIN. 'Lucretia Hamilton'
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=====	FENCE BLOCK WALL (SEE DTL. 5, W-6)
=====	SHORT VIEW FENCE (SEE DTL. 6, W-6)

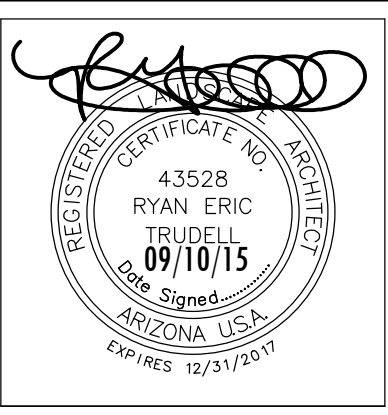


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PRELIMINARY LANDSCAPE PLAN SCALE: 1" = 50'-0"

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Rancho Mercado Unit 1
Happy Valley Road and Litchfield Road
Surprise, Arizona

PRELIMINARY LANDSCAPE PLAN

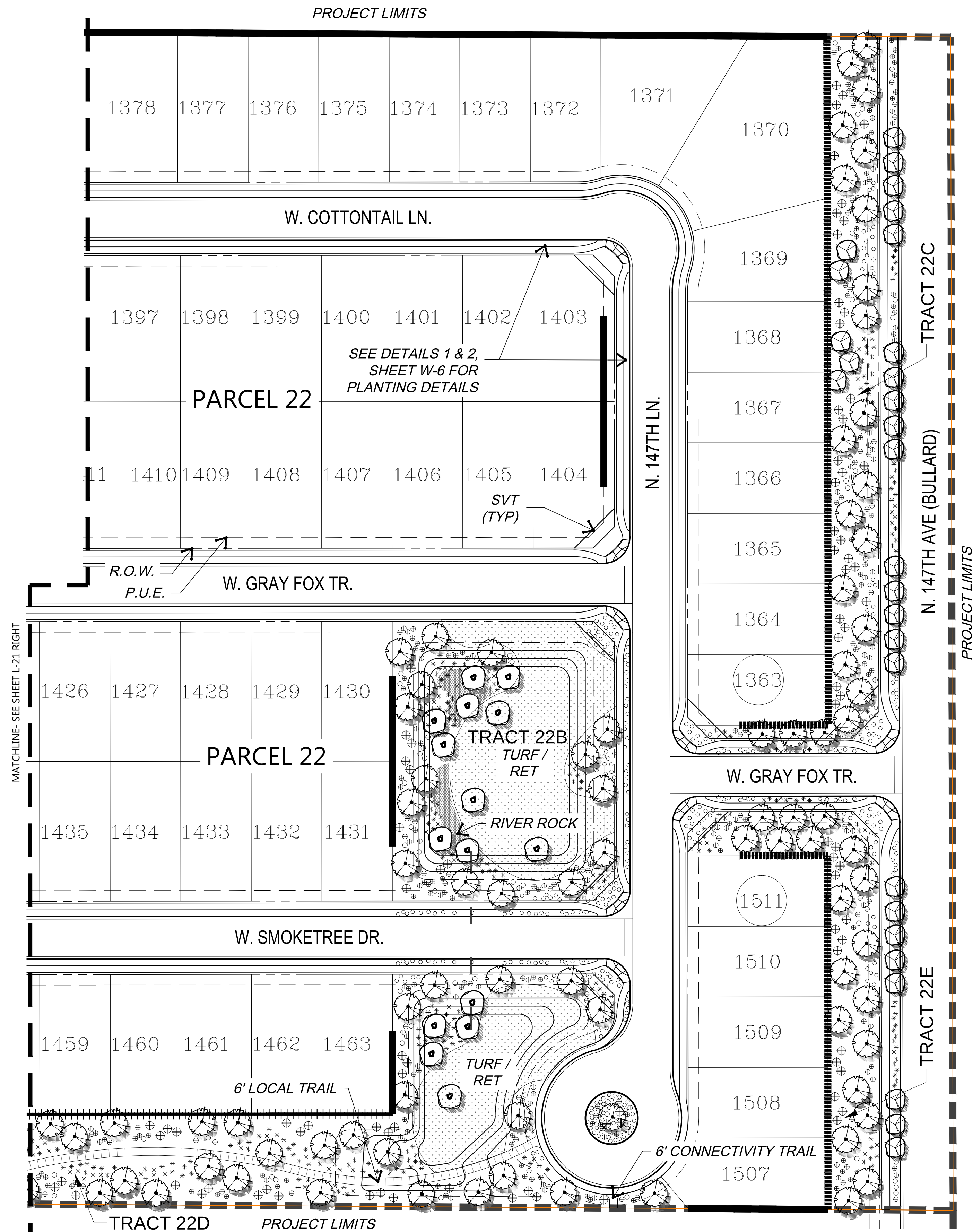
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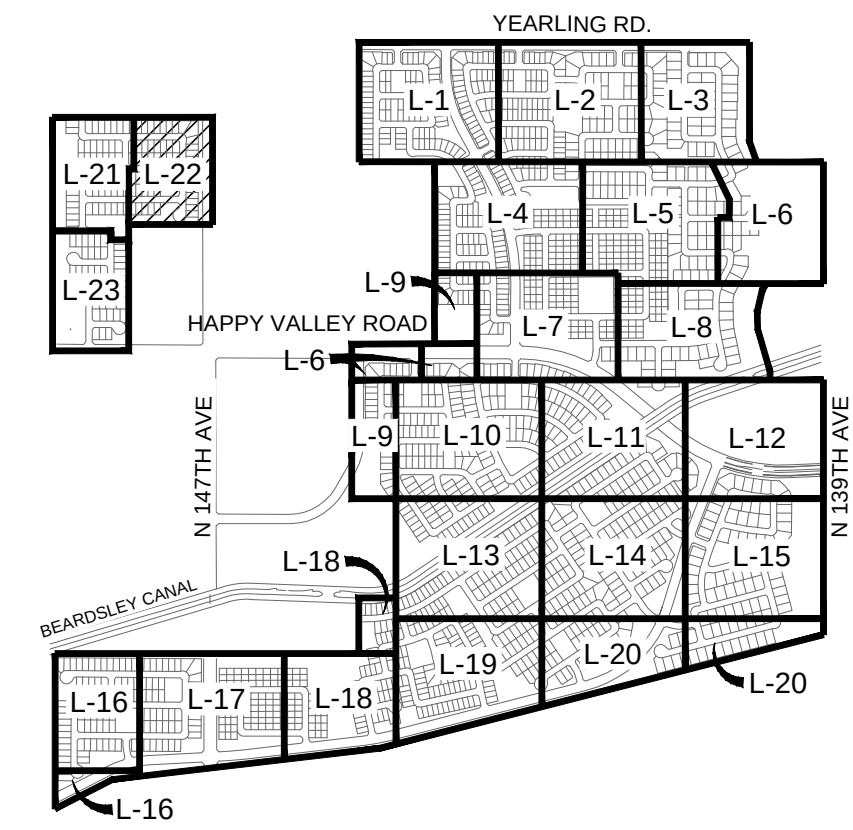
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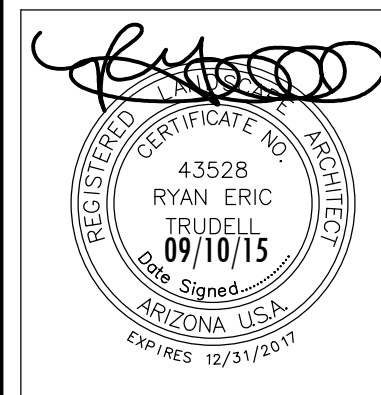
SYMBOL	DESCRIPTION
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PRELIMINARY LANDSCAPE PLAN

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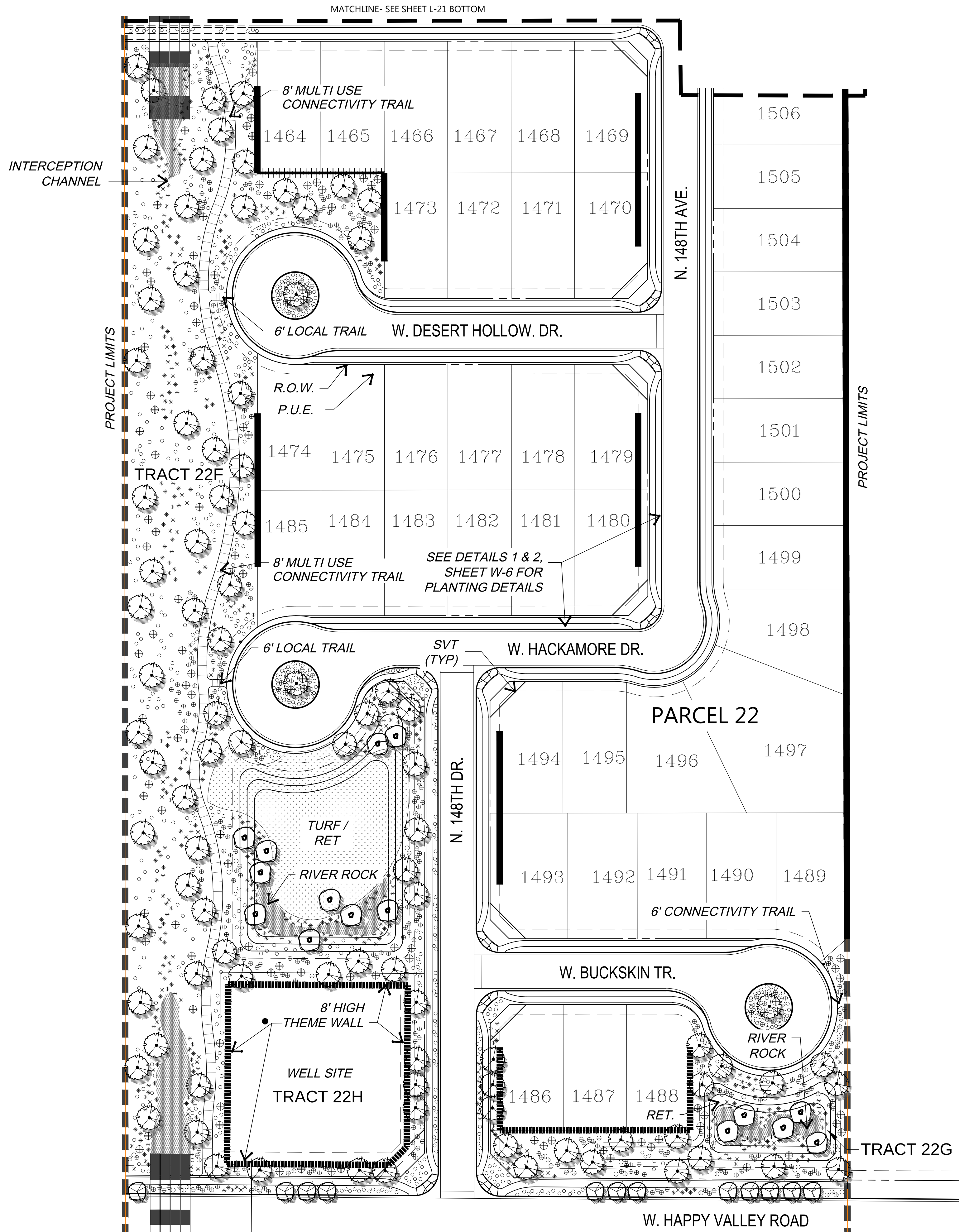
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PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 50'-0"

0 25 50 100

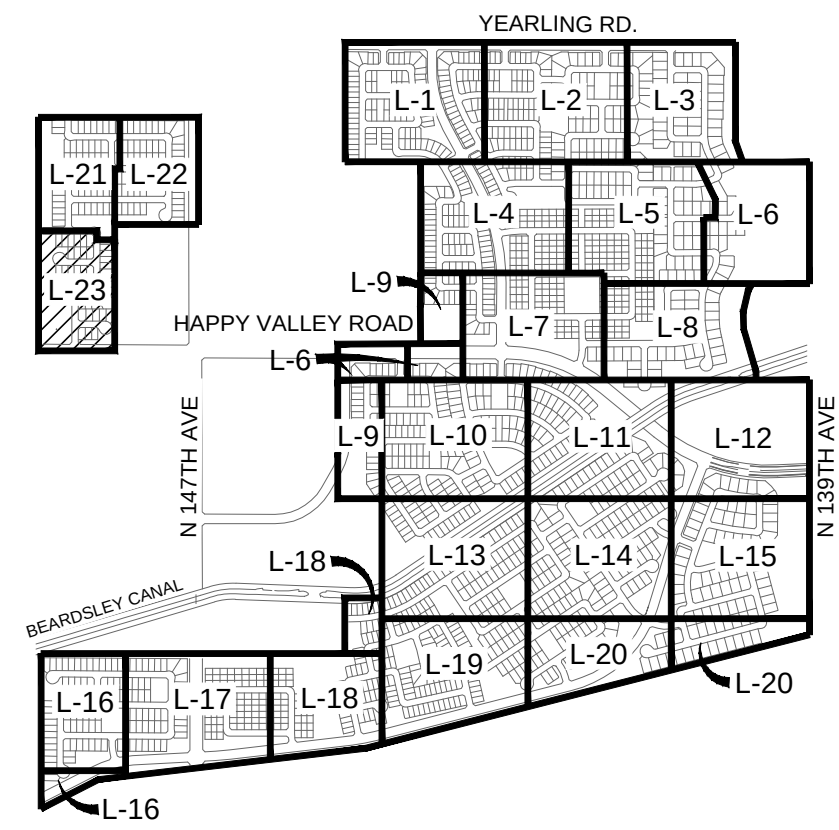


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Rancho Mercado Unit 1

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PRELIMINARY LANDSCAPE PLAN

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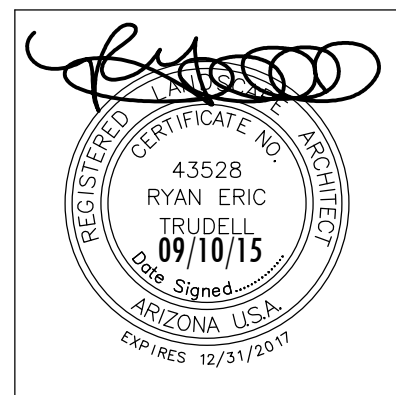
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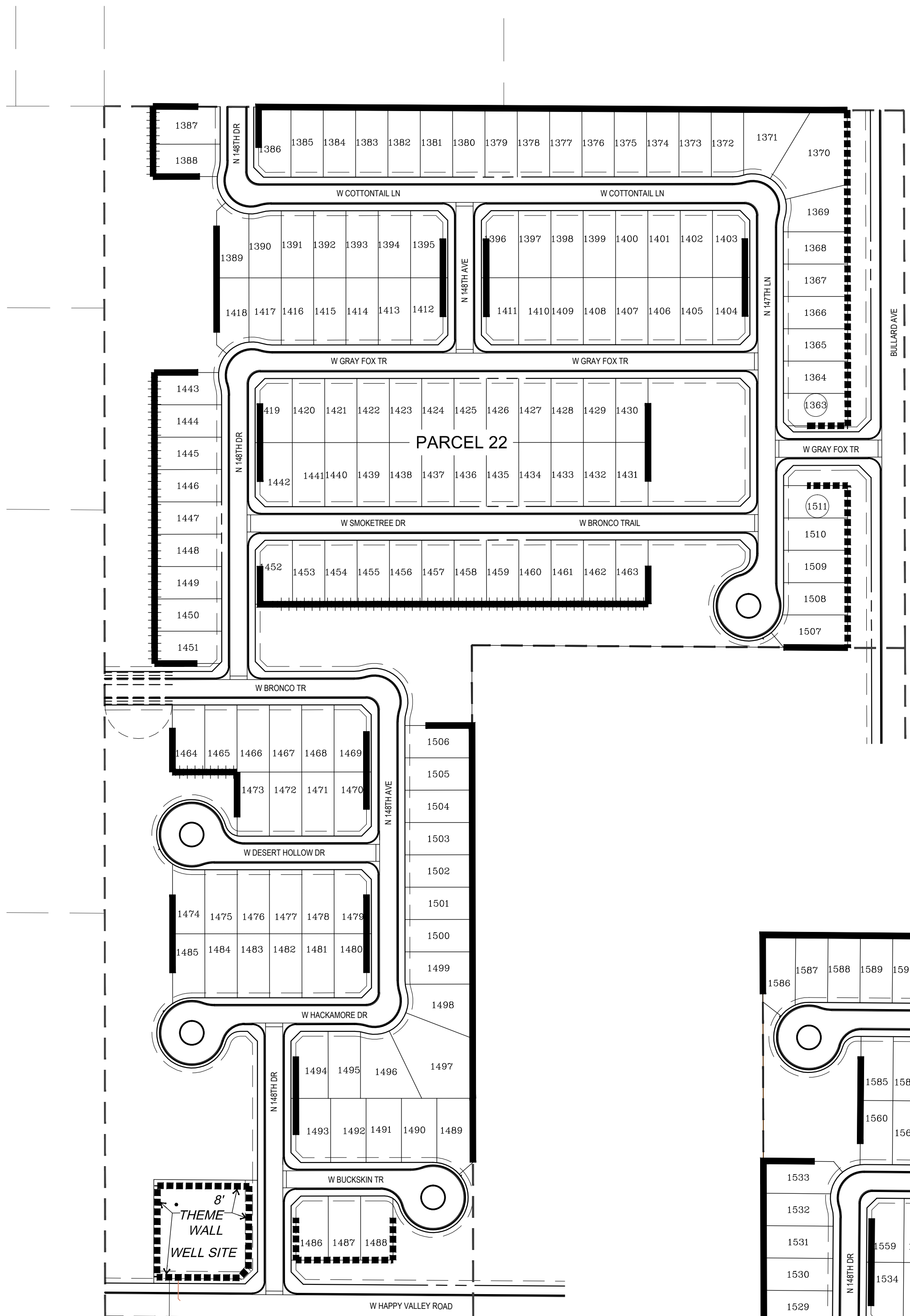
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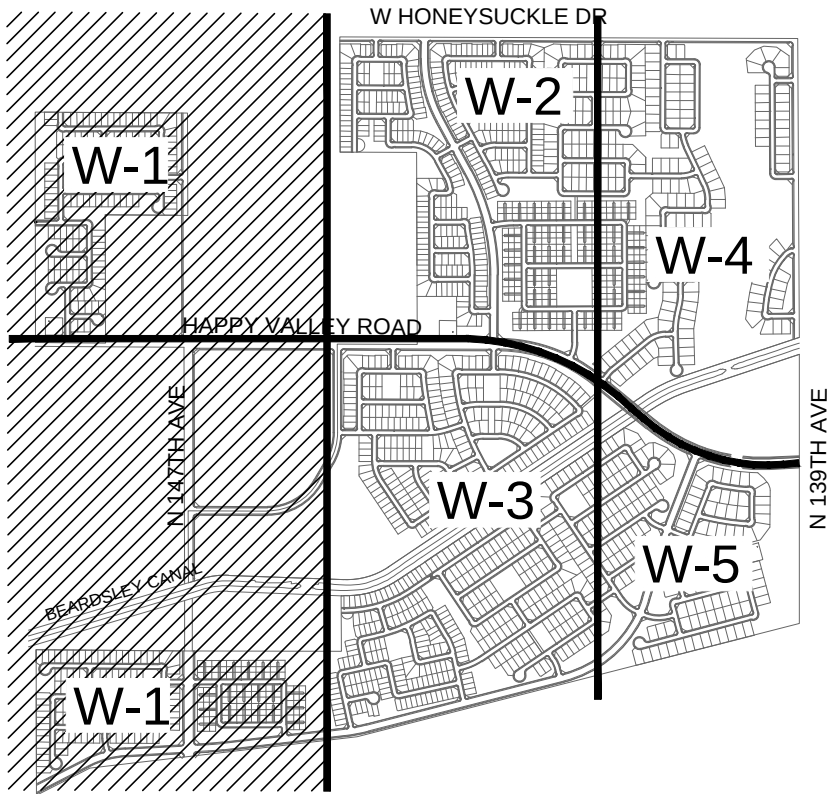
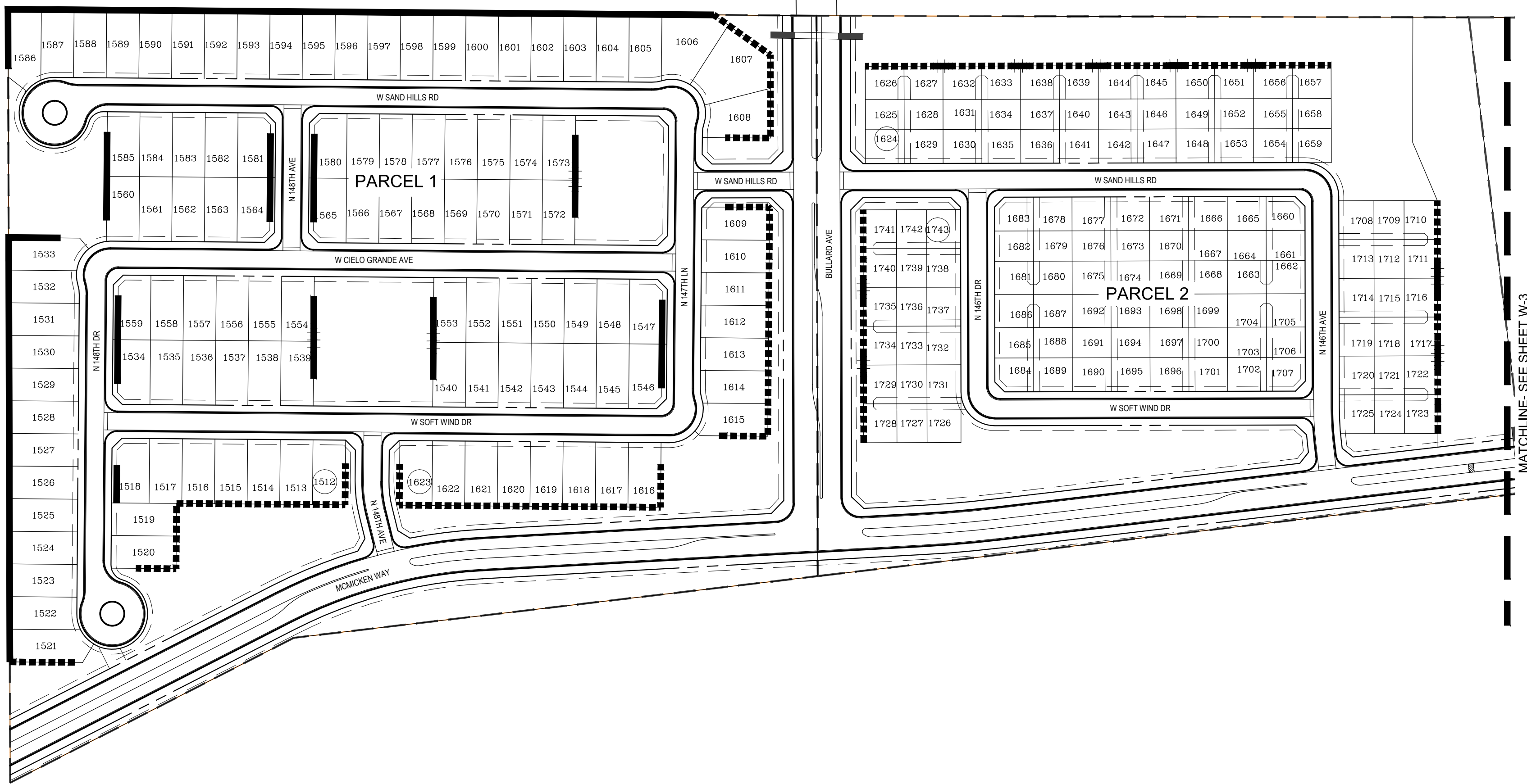




WALL PLAN

SCALE: N.T.S.

WALL LEGEND	
SYMBOL	DESCRIPTION
	THEME WALL (SEE DTL. 4, W-6)
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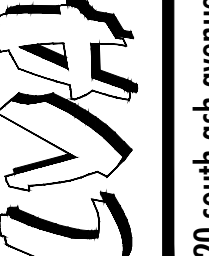


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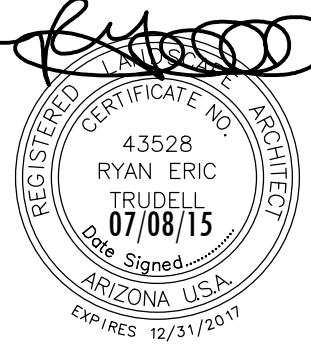
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43528
RYAN ERIC TRUDELL
07/08/15
State of Arizona
Expires 12/31/2017

Rancho Mercado Unit 1

Happy Valley Road and Litchfield Road
Surprise, Arizona
WALL PLAN
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Revision

Date

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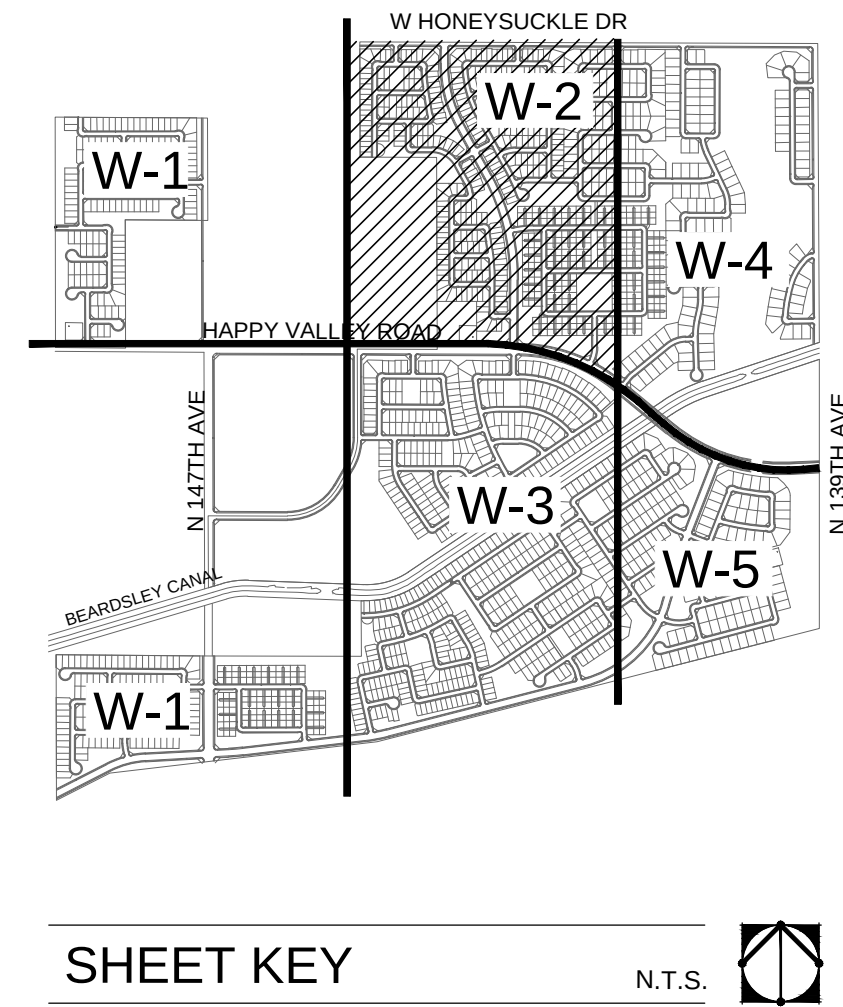
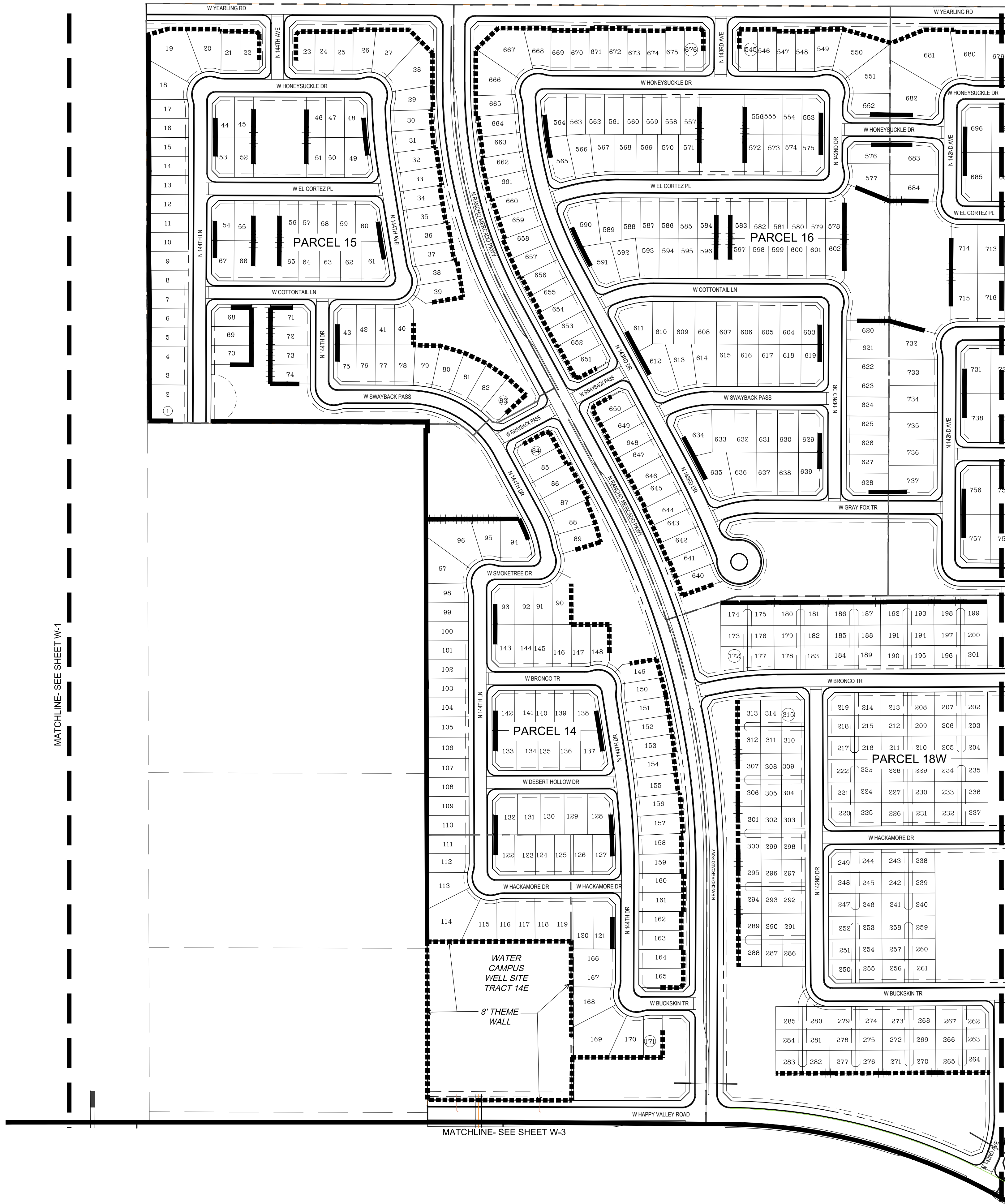
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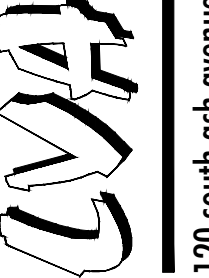
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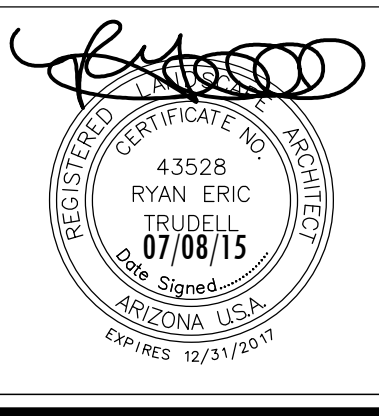
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WALL PLAN SCALE: N.T.S.

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Rancho Mercado Unit 1

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Surprise, Arizona
WALL PLAN

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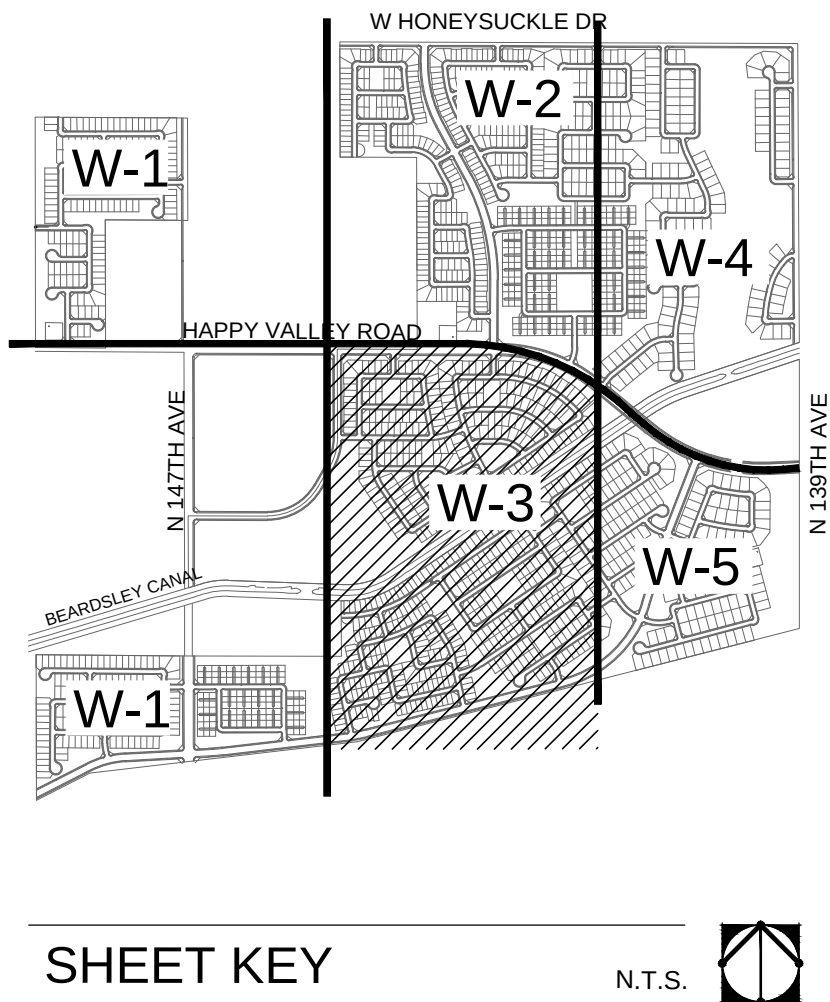
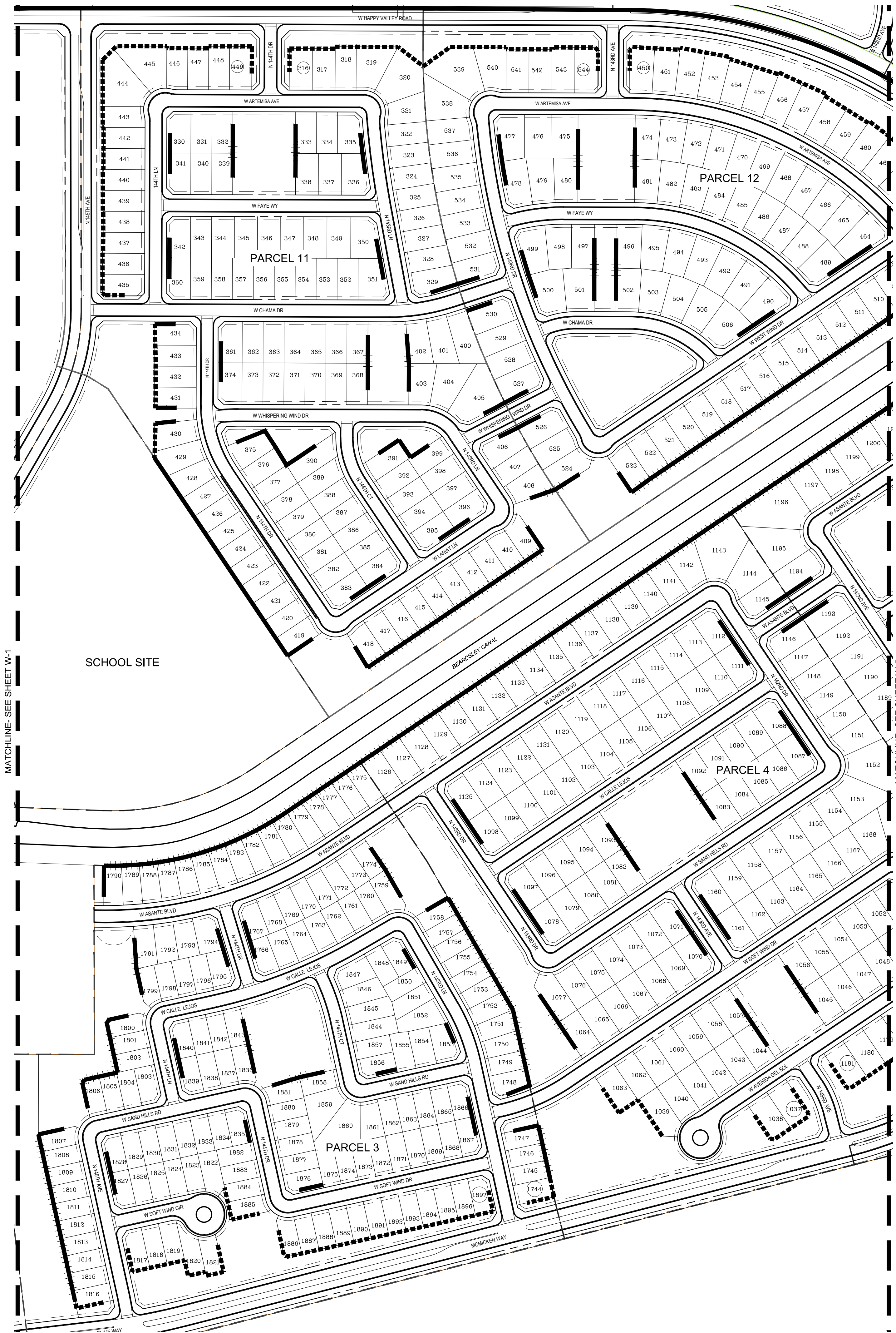


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2	0342.3
3	STAFF



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WALL LEGEND	
SYMBOL	DESCRIPTION
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WALL PLAN

SCALE: N.T.S.



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WALL PLAN

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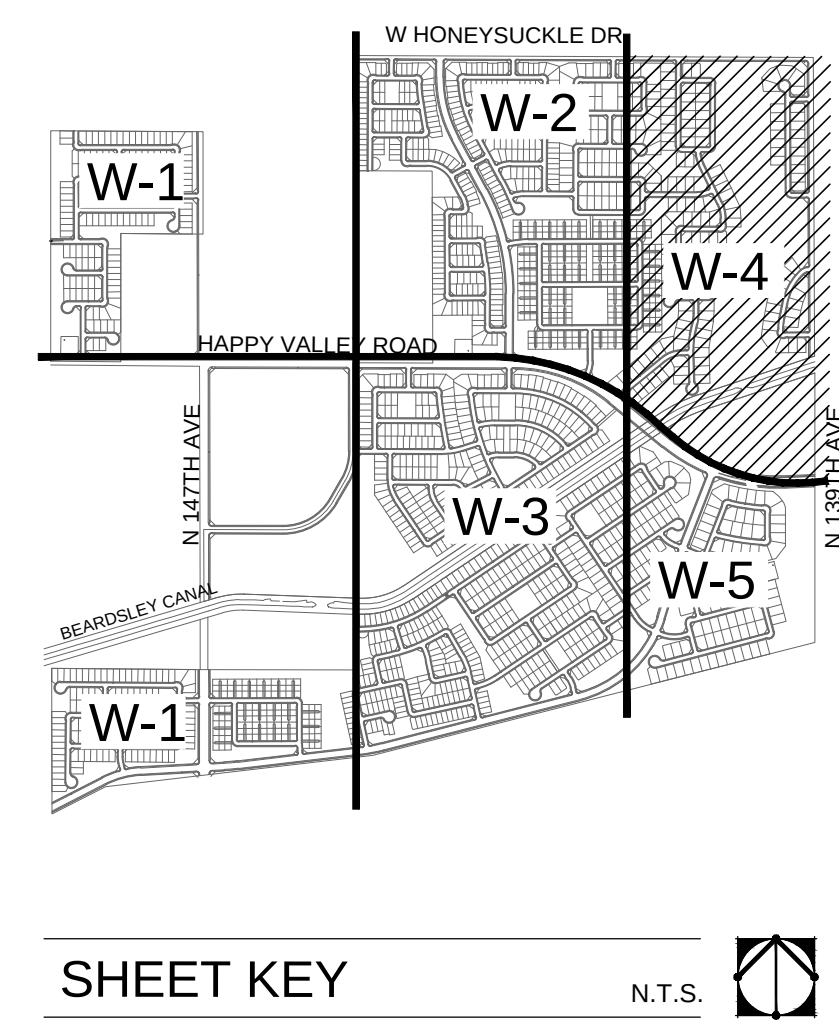
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SCALE: N.T.S.



SHEET KEY

N.T.S.



WALL LEGEND	
SYMBOL	DESCRIPTION
	THEME WALL (SEE DTL. 4, W-6)
	FENCE BLOCK WALL (SEE DTL. 5, W-6)
	SHORT VIEW FENCE (SEE DTL. 6, W-6)

CASE #FS15-069

Rancho Mercado Unit 1

Happy Valley Road and Litchfield Road Surprise, Arizona

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WALL PLAN

NOT FOR
CONSTRUCTION

Revision	Date
1	



William Lyon Homes, Inc.

Date: 07/08/15

Job No.: 0342.3

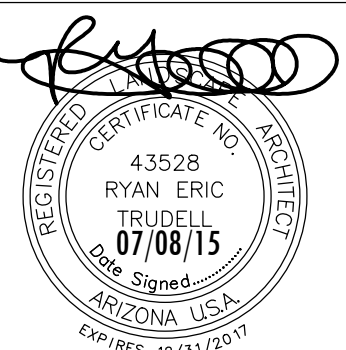
Drawn: STAFF

SHEET #

W-4 28 OF 31

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CITY OF SURPRISE
Regular City Council Meeting

January 5, 2016 @ 6:00:00 PM

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Council Meeting Date:	January 5, 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:

Consideration and action to enter into executive session for discussion or consultation for legal advice and discussion or consultation with its attorneys in order to consider its position and instruct its attorneys pertaining to legal matters relating to development of the property bounded by Bell, Litchfield, Greenway, and Bullard Roads pursuant to A.R.S. Sections 38-431.03(A)(3) & (4).

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

[Click to download](#)

No Attachments Available