



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

Tuesday, December 19, 2017 @ 6:00 PM
COUNCIL CHAMBERS

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

A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

District Citywide [Proclamation regarding Speak up, Stand up and Save a Life.](#)

None
Mayor
Sharon
Wolcott

E. City Manager Report:

F. City Attorney Report:

G. City Clerk Report:

H. Call To The Public:

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

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

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

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

Note: A.R.S. 38-431.01(H)- During this time members of the public may address City Council only on issues within the jurisdiction of the City Council which are not an item on the agenda. At the conclusion of the open call, City Council may respond to criticism, may ask staff to review the matter or may ask that the matter be put on a future agenda. No discussion or action shall take place on any item raised.

Approval of items on the Consent Agenda – all items with an asterisk (*) are considered to be routine matters and will be enacted by one motion and one roll call vote to the City Council. There will be no separate discussion on these items unless a Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

I. Regular City Council Meeting Agenda:

Consent Agenda:

1. District Citywide [Consideration and action pertaining to approval of an amendment to the FY2018 budget by reallocating appropriations of \\$3,](#)

None
Lindsey

- | | | | |
|----|-------------------|--|---|
| | | <u>200,000 from Grants Contingency to Personnel Services within the General Fund for the refund of employee contributions to the Arizona Public Safety Personnel Retirement System; Resolution # 2017-152.</u> | Duncan,
Finance
Director |
| 2. | District 1 | <u>Consideration and action pertaining to approval of a Fiscal Year 2018 budget amendment reallocating appropriations from various funds for fiscal year 2018 budget and adjusting budget authority; Resolution # 2017-151.</u> | None
Lindsey
Duncan,
Finance
Director |
| 3. | District Citywide | <u>Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to extend the 2014 HOME grant contract deadline from December 31, 2017 to July 31, 2019; Resolution # 2017-145.</u> | None
Christina
Ramirez,
Human
Service &
Coimmunity
Vitality |
| 4. | District Citywide | <u>Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to extend the 2015 HOME grant contract deadline from January 21, 2018 to September 30, 2020; Resolution # 2017-147.</u> | None
Christina
Ramirez,
Human
Service &
Coimmunity
Vitality |
| 5. | District 4 | <u>Consideration and action pertaining to approval of the Final Plat entitled, "Replat of Coyote Lakes Unit 1, Tract 'A'" dated September 13, 2017, to split approximately 1.43 acres from TRACT A of Coyote Lakes Unit 1 located generally north of Bell Road and west of 115th Avenue.</u> | Approve
Sergio
Angulo -
Community
Development |
| 6. | District Citywide | <u>Consideration and action pertaining to approval of the Arts and Cultural Advisory Commission's intent to utilize the \$8,000 budgeted platFORM Initiative line item in conjunction with the Art Acquisition line item for the purpose of procuring an art piece to be displayed permanently on the pedestal at the entrance of City Hall.</u> | None
Paul
Bernardo,
Government
&
Community
Partnerships
Director |
| 7. | District 2 | <u>Consideration and action on a request by Jeffrey Craig Miller (Agent) for a series 12 New License for Denny's #9290 located at 14799 W. Grand Avenue, Surprise, Arizona 85374 (License No. 1207B231).</u> | None
Sherry Ann
Aguilar, City
Clerk |
| 8. | District 3 | <u>Consideration and action on a request by Jeffrey Craig Miller (Agent) for a series 12 New License for Denny's #9319 located at 16487 W. Bell Road, #109, Surprise, Arizona 85374 (License No. 1207B229).</u> | None
Sherry Ann
Aguilar, City
Clerk |
| 9. | District Citywide | <u>Consideration and action on the minutes of the Regular City Council Work Session, Regular City Council Meeting and Executive Session of December 5, 2017.</u> | None
Sherry Ann
Aguilar,
City Clerk |

Regular Agenda Item - Public Hearing:

- | | | | |
|-----|------------|---|---|
| 10. | District 1 | <u>Consideration and action pertaining to a rezone of the approximately 188.01 acre residential portion of the Rio Ranch PAD, generally located one mile west of the intersection of West Grand Avenue and West Happy Valley Road, from Low Density Residential, R1-5-PAD, and Medium Density Residential, R-2-PAD, to Low Density Residential, RL-5-PUD, and Medium Density Residential, RM-6-PUD and RM-9-PUD; Ordinance # 2017-22.</u> | None
Hobart
Wingard -
Community
Development |
| 11. | District 3 | <u>Consideration and action pertaining to approval of the preliminary plat entitled, "S.E.C. 175th Ave & Sweetwater" dated October 20, 2017, an approximately 10 acres property generally located at the southeast corner of 175th Avenue and Sweetwater Avenue.</u> | None
Robert
Kuhfuss -
Community
Development |

Regular Agenda Item - Non-Public Hearing:

- | | | | |
|-----|-------------------|--|---|
| 12. | District 4 | <u>Consideration and action pertaining to acceptance of a Warranty Deed from J and J Property Holdings, LLC for donation of Real Property; Resolution # 2017-28.</u> | None
Eric Fitzer -
Community
Development |
| 13. | District Citywide | <u>Consideration and action pertaining to approval of the License Agreement granting Accipiter Communications Inc. doing business as (DBA) Zona Communications the non-exclusive revocable license to use public streets, roads and alleys for installation, operation, and maintenance of fiber optic cable; Resolution # 2017-135.</u> | None
Karl Zook,
Public
Works
Department |
| 14. | District Internal | <u>Consideration and action pertaining to amending the Fiscal Year 2018 budget by reallocating appropriations in the amount of \$116,200 from Grants and Contingency Fund to add one civil engineer-associate in the Public Works department and fund contract labor for Community Development associated with the increase demand for permit reviews and building inspections; Resolution # 2017-146.</u> | None
Karl Zook,
Public
Works
Department |
| 15. | District Internal | <u>Consideration and action pertaining to approval of the transfer of one employee associated with capital projects from Public Works to Water Resource Management, Resolution # 2017-149.</u> | None
Mike Gent
Public
Works
Director |
| 16. | District 1 | <u>Presentation and discussion pertaining to the FY2018 Financial Status Report through October 2017.</u> | None
Lindsey
Duncan,
Finance
Director |
| 17. | District Internal | <u>Consideration and action pertaining to approval of a budget amendment for FY2018 by reallocating appropriations from the General Fund - Information Technology in the amount of \$7,800 from supplies to personnel; Resolution # 2017-153.</u> | None
Tammie
Hollowell,
Information
Technology |

- | | | |
|-----------------------|--|---|
| 18. District Internal | <u>Consideration and action pertaining to amending the Fiscal Year 2018 budget by reallocating appropriations of \$66,000 from the Economic Development Department personnel budget to the City Manager's Office Personnel Budget and \$62,100 from the City Manager's Department Personnel Budget to the Human Service and Community Vitality Department Personnel Budget within the General Fund; Resolution # 2017-155.</u> | None
Bob
Wingenroth,
City
Manager |
| 19. District Citywide | <u>Consideration and action establishing the number of signatures required for Surprise District Council Candidate nomination petitions and declaring an emergency; Ordinance # 2017-23.</u> | Approve
Sherry Ann
Aguilar,
City Clerk |
| 20. District Citywide | <u>Consideration and action establishing the number of signatures required for Surprise Mayoral Candidate nomination petitions; Ordinance # 2017-24.</u> | None
Sherry Ann
Aguilar,
City Clerk |

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

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

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

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

The council may vote to hold an executive session for the purpose of obtaining legal advice from the

Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED:

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 19, 2017	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the FY2018 budget by reallocating appropriations of \$3, 200,000 from Grants Contingency to Personnel Services within the General Fund for the refund of employee contributions to the Arizona Public Safety Personnel Retirement System; Resolution # 2017-152.

Motion:

I move to approve Resolution #2017-152.

Background:

The Arizona Public Safety Personnel Retirement System (PSPRS) was established on July 1, 1968 to provide a uniform, consistent, and equitable statewide retirement program for Arizona's public safety personnel.

State legislators passed a bill in 2011 which contained several changes intended to improve the long-term financial sustainability of PSPRS. One change included changing employee contributions into the system from 7.65% to 11.65% through annual increases over the course of four years. These contribution rate changes were implemented but later challenged in Court. Ultimately, the changes were ruled unconstitutional by the Court. The employee contribution rates were reverted to the 7.65% and refunds were made to the employees by the city in early FY2018.

The cities were given the option of paying the amount of the refunds to the system or taking a credit against future contributions each pay period until paid off. After the preliminary close of FY2017, the Finance Department identified \$3.3M in year end savings which can be applied to the \$3.2M refunds. These savings were identified and disclosed to Council through a presentation on October 3, 2017.

Objective Analysis:

Paying the refunds through the city's savings allows the plan to maintain a better funded status over time. Taking the credit creates a larger unfunded liability which must ultimately be paid through higher employer contributions.

A better funded status leads to a stronger financial position during credit rating discussions and consideration.

Policy Compliant:

This amendment is compliant with the city policy in that City shall periodically report measurable steps taken in striving towards achieving and maintaining the highest possible bond ratings. This will minimize borrowing costs, optimize access to credit, and demonstrate excellent financial stewardship on behalf of our residents.

Financial Impact:

Finance Department identified \$3.3M in year end savings which is being applied to the \$3.2M of PSPRS refunds.

Budget Impact:

This amendment will be moving appropriation in the amount of \$3.2M to the Public Safety pension accounts to cover the costs of refunds.

FTE Impact:

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

ATTACHMENTS:

Click to download

☐ [Res 2017-152 Budget Amendment for PSPRS](#)

RESOLUTION # 2017-152

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$3,200,000 FROM GRANTS FUND CONTINGENCY TO PERSONNEL WITHIN THE GENERAL FUND FOR THE PURPOSES OF ADJUSTING BUDGET AUTHORITY RELATED TO THE REFUND OF EMPLOYEE CONTRIBUTIONS TO THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM.

WHEREAS, a court ruling retroactively reverted the Public Safety Personnel Retirement System employee contribution rate from 11.65% back to 7.65% in early FY2018, refunding contributions made over 4 years back to Public Safety Employees;

WHEREAS, a refund of over \$3,000,000 was applied to the General Fund Personnel budget;

WHEREAS, on October 3, 2017 the Finance Department identified and presented on \$3,200,000 in year-end savings for FY2017;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, this action will necessitate a budget amendment;

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ___ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-152

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation from Grants Fund Contingency to the Public Safety's General Fund Personnel budget in the amount of \$3,200,000 to account for the Public Safety Personnel Retirement System refund after a court ruling retroactively reverted the employee contribution rate from 11.65% back to 7.65% in early FY2018.

This allocation does not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Mayor and Council	Personnel Services	E		35,700	35,700
General Fund	Police	Personnel Services	E		1,491,300	1,491,300
General Fund	Fire - Medical	Personnel Services	E		1,673,000	1,673,000
Grants	General Operations	Contingency	E	11,578,800	(3,200,000)	8,378,800
Expense Total				11,578,800	-	11,578,800
Revenue Total				-	-	-



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 19, 2017	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2018 budget amendment reallocating appropriations from various funds for fiscal year 2018 budget and adjusting budget authority; Resolution # 2017-151.

Motion:

I move to approve Resolution 2017-151.

Background:

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

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 or 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 FY2017 and FY2018.

Budget Impact:

FTE Impact:

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

ATTACHMENTS:

Click to download

☐ [Resolution 2017-151 Carry Forward](#)

RESOLUTION # 2017-151

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS BETWEEN VARIOUS PROJECTS AND FUNDS FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY.

WHEREAS, in preparing the FY2017 budget, there were specific budgeted items in various funds and departments with amounts dependent on FY2017 expenditure estimates;

WHEREAS, FY2017 expenditure activity has been completed with actual amounts varying from the estimates used when preparing the FY2018 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 FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-151

Exhibit A

The FY2018 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 budget authority. Additionally, these reallocations do not increase or decrease the total budget.

1. Appropriation: Grant Carry Forward – To adjust budget authority for items previously approved by Council which require adjustment from what was originally estimated during the FY2018 budget process due to expenditure activity in the prior fiscal year.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Legal	#G13040 FY 17 PO VOCA	R	10,200	(1,300)	8,900
Grants	Legal	#G13040 FY 17 PO VOCA	E	10,200	(1,300)	8,900
Grants	Legal	#G13060 FFY 17 PO VOCA 2	R	10,100	(600)	9,500
Grants	Legal	#G13060 FFY 17 PO VOCA 2	E	10,100	(600)	9,500
Grants	Police	#G31030 FY 16 DEA Task Force Carryover	R	-	200	200
Grants	Police	#G31030 FY 16 DEA Task Force Carryover	E	-	200	200
Grants	Police	#G31070 AZDOHS 150822- 01 PD CBRNE	R	-	100	100
Grants	Police	#G31070 AZDOHS 150822- 01 PD CBRNE	E	-	100	100
Grants	Police	#G31110 DEA Task Force FY 17	R	10,100	(6,100)	4,000
Grants	Police	#G31110 DEA Task Force FY 17	E	10,100	(6,100)	4,000
Grants	Police	#G31120 PD VOCA FY 17	E	30,100	100	30,200
Grants	Police	#G31120 PD VOCA FY 17	R	30,100	100	30,200
Grants	Police	#G31140 FY 17 GOHS DUI Task Force	R	16,700	(8,400)	8,300
Grants	Police	#G31140 FY 17 GOHS DUI Task Force	E	16,700	(8,400)	8,300
Grants	Police	#G31150 FY 17 GOHS Know Your Limit	R	2,400	(700)	1,700
Grants	Police	#G31150 FY 17 GOHS Know Your Limit	E	2,400	(700)	1,700
Grants	Police	#G31160 FY 17 GOHS Drug Screening System	R	-	100	100
Grants	Police	#G31160 FY 17 GOHS Drug Screening System	E	-	100	100
Grants	Police	#G31170 DEA Supple Overtime Reimbursement	R	-	7,100	7,100
Grants	Police	#G31170 DEA Supple Overtime Reimbursement	E	-	7,100	7,100

(1. Appropriation: Grant Carry Forward Continued)

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31180 FFY 16 CBRNE Sustainment 160823-01	R	50,000	(16,900)	33,100
Grants	Police	#G31180 FFY 16 CBRNE Sustainment 160823-01	E	50,000	(16,900)	33,100
Grants	Police	#G31210 PD UASI Reall 150822-02	R	3,100	(3,100)	-
Grants	Police	#G31210 PD UASI Reall 150822-02	E	3,100	(2,900)	200
Grants	Fire - Medical	#G34040 FY15 Fire UASI 15821-01	R	-	46,100	46,100
Grants	Fire - Medical	#G34040 FY15 Fire UASI 15821-01	E	-	46,100	46,100
Grants	Fire - Medical	#G34050 FY 17 GOHS Fire DUI Training	R	-	3,900	3,900
Grants	Fire - Medical	#G34050 FY 17 GOHS Fire DUI Training	E	-	3,900	3,900
Grants	Fire - Medical	#G34070 FY 17 Community Paramedicine	R	-	5,700	5,700
Grants	Fire - Medical	#G34070 FY 17 Community Paramedicine	E	-	5,700	5,700
Grants	Fire - Medical	#G34090 FFY 16 Fire CBRNE Sustain 160822-01	R	29,500	(22,400)	7,100
Grants	Fire - Medical	#G34090 FFY 16 Fire CBRNE Sustain 160822-01	E	29,500	(22,400)	7,100
Grants	Fire - Medical	#G34100 SAFER Grant EMW-2015-FH-00791	R	700,000	(98,400)	601,600
Grants	Fire - Medical	#G34100 SAFER Grant EMW-2015-FH-00791	E	700,000	(98,400)	601,600
Grants	Fire - Medical	#G34220 Good Neighbor Grant	E	-	500	500
Grants	Fire - Medical	#G34220 Good Neighbor Grant	R	-	500	500
Grants	Community Development	#G42010 FY17 SRTS Studies - Parkview & Asht	R	58,500	(2,900)	55,600
Grants	Community Development	#G42010 FY17 SRTS Studies - Parkview & Asht	E	58,500	(2,900)	55,600
Grants	Community Development	#G42020 FY17 SRTS Studies - Marley & Rancho	R	39,600	(1,900)	37,700
Grants	Community Development	#G42020 FY17 SRTS Studies - Marley & Rancho	E	39,600	(1,900)	37,700
Grants	Community Development	#G42030 FY 17 SRTS Crosswalk Safety	R	10,400	(4,200)	6,200
Grants	Community Development	#G42030 FY 17 SRTS Crosswalk Safety	E	10,400	(4,200)	6,200
Grants	Community Development	#G42040 FY 17 SRTS Walking/Biking Maps	R	94,300	(2,500)	91,800
Grants	Community Development	#G42040 FY 17 SRTS Walking/Biking Maps	E	94,300	(2,500)	91,800
Grants	Community Development	#G42050 DOD - 2 AME-UP	R	501,100	(41,800)	459,300
Grants	Community Development	#G42050 DOD - 2 AME-UP	E	501,100	(41,800)	459,300
Grants	Community Development	#G42060 PIP Grant for Grant 42010	R	2,800	100	2,900
Grants	Community Development	#G42060 PIP Grant for Grant 42010	E	2,800	100	2,900

(1. Appropriation Grant Carry Forward Continued)

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Community Development	#G42070 PIP Grant for Grant G42020	R	2,800	100	2,900
Grants	Community Development	#G42070 PIP Grant for Grant G42020	E	2,800	100	2,900
Grants	Community Development	#G42080 PiP Grant for Grant 42030	R	2,800	100	2,900
Grants	Community Development	#G42080 PiP Grant for Grant 42030	E	2,800	100	2,900
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51210 FY 16 CDBG Administration	R	-	2,400	2,400
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51210 FY 16 CDBG Administration	E	-	2,400	2,400
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51220 FY 16 CDBG Public Service	R	65,000	(5,500)	59,500
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51220 FY 16 CDBG Public Service	E	65,000	(5,500)	59,500
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51230 FY 16 CDBG AZTC Improv	R	340,300	10,000	350,300
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51230 FY 16 CDBG AZTC Improv	E	340,300	10,000	350,300
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51240 FY 2016 HOME	R	132,600	(22,100)	110,500
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51240 FY 2016 HOME	E	132,600	(22,100)	110,500
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51260 2013 CDBG Emergency Repair	R	35,000	(2,600)	32,400
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51260 2013 CDBG Emergency Repair	E	35,000	(2,600)	32,400
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51270 2015 CDBG Publ Svc	R	-	9,600	9,600
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51270 2015 CDBG Publ Svc	E	-	9,600	9,600
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51290 2015 CDBG Util Feas Study	R	110,000	(36,100)	73,900
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51290 2015 CDBG Util Feas Study	E	110,000	(36,100)	73,900
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51300 2012 HOME Funds	R	-	2,700	2,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51300 2012 HOME Funds	E	-	2,700	2,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51310 2013 HOME	R	-	15,800	15,800
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51310 2013 HOME	E	-	15,800	15,800
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51320 FY 14-15 HOME	R	122,400	(1,500)	120,900
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51320 FY 14-15 HOME	E	122,400	(1,500)	120,900
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51330 2015 HOME	R	74,700	(66,100)	8,600
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51330 2015 HOME	E	74,700	(66,100)	8,600
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51340 NSP 1 - Admin	R	1,000	(500)	500
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51340 NSP 1 - Admin	E	1,000	(500)	500

(1. Appropriation Grant Carry Forward Continued)

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51350 NSP 1 Operations	R	368,100	2,300	370,400
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51350 NSP 1 Operations	E	368,100	2,300	370,400
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51360 NSP3 Adminstration	R	81,300	(38,900)	42,400
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51360 NSP3 Adminstration	E	81,300	(38,900)	42,400
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51370 NSP3 Operations	R	670,300	(131,300)	539,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51370 NSP3 Operations	E	670,300	(131,300)	539,000
Grants	General Operations	Other	R	12,417,700	408,900	12,826,600 *
Grants	General Operations	Contingency	E	12,078,800	408,700	12,487,500 *
Expense Total				15,654,000	-	15,654,000
Revenue Total				15,992,900	-	15,992,900

2. Appropriation: Capital Project Carry Forward – To adjust budget authority for items previously approved by Council which require adjustment from what was originally estimated during the FY2018 budget process due to expenditure activity in the prior fiscal year.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Capital Projects Fund	Legal	#P13010 Litigation Services	E	388,400	96,400	484,800
General Capital Projects Fund	Human Resources	#P17010 Enterprise Resource Planning System	E	66,300	(66,300)	-
General Capital Projects Fund	Information Technology	#P17010 Enterprise Resource Planning System	E	743,300	83,200	826,500
General Capital Projects Fund	Finance	#P17010 Enterprise Resource Planning System	E	14,500	(14,500)	-
General Capital Projects Fund	Fire - Medical	#P34020 Public Safety Master Plan	E	129,300	(83,800)	45,500
General Capital Projects Fund	Community Development	#P42010 OTS Land Acquisition	E	636,400	(57,700)	578,700
General Capital Projects Fund	Community and Recreation Svcs	#P54070 Pickleball Courts	E	500,000	(30,400)	469,600
General Capital Projects Fund	Community and Recreation Svcs	#P54090 Surprise Farms Landscaping & Fence	E	500,000	(900)	499,100
General Capital Projects Fund	Community and Recreation Svcs	#P54100 8 Acres Multi-Purpose Field Fencing	E	300,000	(3,100)	296,900
General Capital Projects Fund	Public Works	#P61020 Bell Rd Sidewalks E of Grand	E	65,800	(2,100)	63,700
General Capital Projects Fund	Public Works	#P61060 107th and Union Hills Drainage	E	575,000	100	575,100
General Capital Projects Fund	Public Works	#P61110 Bell Rd Adapt Sgl Ctrl Tech	E	36,500	(5,300)	31,200
General Capital Projects Fund	Public Works	#P61120 Cactus S Side RR Trk Litchfld	E	25,400	24,400	49,800
General Capital Projects Fund	Public Works	#P61140 Enh SR303 Mt View to Grand Ave	E	30,100	(30,100)	-

(2. Appropriation: Capital Project Carry Forward Continued)

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Capital Projects Fund	Public Works	#P61160 City Entry Monuments	E	800	(800)	-
General Capital Projects Fund	Public Works	#P61220 Elec Svc Upgr At Techcelerator	E	42,900	(42,900)	-
General Capital Projects Fund	Public Works	#P61260 Reems Fiber Opt Waddell Peoria	R	-	7,300	7,300
General Capital Projects Fund	Public Works	#P61260 Reems Fiber Opt Waddell Peoria	E	70,800	(24,200)	46,600
General Capital Projects Fund	Public Works	#P61270 Reems Sidewalk Cactus Peoria	E	1,800	(1,800)	-
General Capital Projects Fund	Public Works	#P61330 Civic Center Design/Master Plan	E	300	(300)	-
General Capital Projects Fund	Public Works	#P61360 Civic Center Pkwy-Bell Rd to Paradi	E	543,300	(2,200)	541,100
Vehicle Replacement	Fire - Medical	#A34040 Pumper 4029 Replacement	E	41,100	(41,100)	-
Vehicle Replacement	Fire - Medical	#A34050 F550 Truck 2492 Replacement	E	194,900	(165,400)	29,500
Vehicle Replacement	Fire - Medical	#A34060 I740 4379 Replacement	E	650,000	(283,700)	366,300
Vehicle Replacement	Fire - Medical	#A34070 Eone HUSH 3272 Replacement	E	700,000	(286,200)	413,800
Vehicle Replacement	Public Works	#A61070 Vehicle and Equipment Replacement	E	2,200,400	(234,100)	1,966,300
Highway User Revenue Capital	Public Works	#P61090 Booster Station Bell Rd Lake	E	117,700	(70,500)	47,200
Highway User Revenue Capital	Public Works	#P61150 Median and ROW Landscaping	E	25,300	(25,300)	-
Ground Ambulance Service	Fire - Medical	#P34030 Ambulance #1	E	28,800	(28,800)	-
Ground Ambulance Service	Fire - Medical	#P34040 Ambulance #2	E	22,900	(22,900)	-
Stadium Gov Construction 2015	Community and Recreation Svcs	#P54060 Clubhouse Improvements	E	73,000	(73,000)	-
Tourism	Community and Recreation Svcs	#P54060 Clubhouse Improvements	E	2,200	(2,200)	-
Transportation Improvement	Public Works	#P61070 Peoria (Sarival to Reems)	E	100	(100)	-
Fire/EMS Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	20,600	(1,200)	19,400
Gen Govt Dev Fee Grandfathered	General Operations	#A15010 Impact Fee Study FY2015	E	10,400	(10,400)	-
Library Dev Fee	General Operations	#A15010 Impact Fee Study FY2015	E	10,400	(10,400)	-
Park/Rec Dev Fee Grandfathered	General Operations	#A15010 Impact Fee Study FY2015	E	10,400	(1,200)	9,200
Police Dev Fee Grandfathered	General Operations	#A15010 Impact Fee Study FY2015	E	10,400	(1,200)	9,200
Water Utility Capital	Public Works	#A61070 Vehicle and Equipment Replacement	E	144,600	100	144,700
Water Utility Capital	Information Technology	#P17010 Enterprise Resource Planning System	E	37,200	(37,200)	-
Water Utility Capital	Public Works	#P61090 Booster Station Bell Rd Lake	E	315,000	(167,400)	147,600
Water Utility Capital	Public Works	#P61120 Cactus S Side RR Trk Litchfld	E	102,100	(2,500)	99,600

(2. Appropriation: Capital Project Carry Forward Continued)

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Utility Capital	Public Works	#P61330 Civic Center Design/Master Plan	E	400	(400)	-
Water Utility Capital	Water Resource Management	#P71030 Site and Security Improvements	E	175,700	(900)	174,800
Water Utility Capital	Water Resource Management	#P71040 City Hall Reclaim Connections	E	131,900	(65,300)	66,600
Water Utility Capital	Water Resource Management	#P71160 Combine Wtr Transmission System	E	1,108,700	(9,100)	1,099,600
Water Utility Capital	Water Resource Management	#P71230 SPA 1 Rancho Gabriela WSF - Arsenic	E	196,700	(29,500)	167,200
Water Utility Capital	Water Resource Management	#P71240 Water Acquisitions	E	800,000	(1,400)	798,600
Wtr Sys SPA 1 Dev Fee	General Operations	#A15010 Impact Fee Study FY2015	E	8,400	(8,400)	-
Wtr Sys SPA 1 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	20,500	(1,200)	19,300
Public Works Dev Fee	General Operations	#A15010 Impact Fee Study FY2015	E	10,400	(10,400)	-
Wtr Sys SPA 2 Dev Fee	General Operations	#A15010 Impact Fee Study FY2015	E	8,300	(8,300)	-
Public Works Dev Fee	Public Works	#P61110 Bell Rd Adapt Sgl Ctrl Tech	E	63,500	(9,500)	54,000
Public Works Dev Fee	Public Works	#P61190 Public Works Yard	E	-	15,400	15,400
Public Works Dev Fee	Public Works	#P61260 Reems Fiber Opt Waddell Peoria	R	-	12,700	12,700
Public Works Dev Fee	Public Works	#P61260 Reems Fiber Opt Waddell Peoria	E	39,400	34,900	74,300
Wtr Sys SPA 2 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	20,500	(9,000)	11,500
Wtr Res SPA 1 Dev Fee	General Operations	#A15010 Impact Fee Study FY2015	E	8,400	(8,400)	-
Wtr Res SPA 1 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	20,500	(1,200)	19,300
Wtr Res SPA 2 Dev Fee	General Operations	#A15010 Impact Fee Study FY2015	E	8,300	(8,300)	-
Wtr Res SPA 2 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	20,500	(9,000)	11,500
Sewer Utility Capital	Public Works	#A61070 Vehicle and Equipment Replacement	E	460,400	100	460,500
Sewer Utility Capital	Information Technology	#P17010 Enterprise Resource Planning System	E	48,400	(48,400)	-
Sewer Utility Capital	Public Works	#P61120 Cactus S Side RR Trk Litchfld	E	430,900	(21,700)	409,200
Sewer Utility Capital	Public Works	#P61200 Litchfld E Sd Cactus Desert Cv	E	4,700	(4,700)	-
Sewer Utility Capital	Public Works	#P61330 Civic Center Design/Master Plan	E	300	(300)	-
Sewer Utility Capital	Public Works	#P61360 Civic Center Pkwy-Bell Rd to Paradi	E	296,300	(1,100)	295,200
Sewer Utility Capital	Water Resource Management	#P71100 SPA1 WRF N Entry Gate Wall	E	812,100	(300)	811,800
Sewer Utility Capital	Water Resource Management	#P71110 Solar Biosolids Dryer	E	176,700	(51,200)	125,500
Sewer Utility Capital	Water Resource Management	#P71120 SPA1 Influent Ln Hydr Rehab	E	1,551,700	(74,400)	1,477,300

(2. Appropriation: Capital Project Carry Forward Continued)

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Utility Capital	Water Resource Management	#P71130 Wastewater SCADA Upgrade	E	11,400	(11,400)	-
Sewer Utility Capital	Water Resource Management	#P71140 Greewnwy Rd Lift Station Rehab	E	7,000	(7,000)	-
Sewer Utility Capital	Water Resource Management	#P71150 Line Installations at SPA1 WRF	E	2,100	16,600	18,700
Sewer Utility Capital	Water Resource Management	#P71190 SPA1 Recharge Expansion	E	1,287,500	(21,600)	1,265,900
Sewer Utility Capital	Water Resource Management	#P71210 SPA2 Recharge Expansion	E	744,500	(65,400)	679,100
Sewer SPA 1 Dev Fee	Water Resource Management	#P71090 Dewatering Centrifuge No 1	E	1,026,400	(857,500)	168,900
Sewer SPA 1 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	20,500	(9,000)	11,500
Sewer SPA 2 Dev Fee	General Operations	#A15010 Impact Fee Study FY2015	E	8,300	(8,300)	-
Sewer SPA 2 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	20,500	(9,000)	11,500
Sewer SPA 3 Dev Fee	General Operations	#A15010 Impact Fee Study FY2015	E	8,300	(8,300)	-
Solid Waste Capital	Public Works	#A61070 Vehicle and Equipment Replacement	E	3,318,600	(253,000)	3,065,600
Solid Waste Capital	Information Technology	#P17010 Enterprise Resource Planning System	E	36,800	(36,800)	-
Solid Waste Capital	Public Works	#P61190 Public Works Yard	E	-	15,400	15,400
General Fund	General Operations	Contingency	E	(90,200)	47,900	(42,300)
Highway User Revenue	General Operations	Contingency	E	42,000	23,500	65,500
Stadium Gov Construction 2015	General Operations	Contingency	E	-	73,000	73,000
Tourism	General Operations	Contingency	E	458,800	1,000	459,800
Transportation Improvement	General Operations	Contingency	E	-	100	100
Gen Govt Dev Fee Grandfathered	General Operations	Contingency	E	-	10,400	10,400
Library Dev Fee	General Operations	Contingency	E	4,602,000	10,400	4,612,400
Water Operations	General Operations	Contingency	E	160,500	37,600	198,100
Wtr Sys SPA 1 Dev Fee	General Operations	Contingency	E	-	8,400	8,400
Public Works Dev Fee	General Operations	Contingency	E	8,248,200	10,400	8,258,600
Wtr Sys SPA 2 Dev Fee	General Operations	Contingency	E	-	8,300	8,300
Wtr Res SPA 1 Dev Fee	General Operations	Contingency	E	1,600	8,400	10,000
Wtr Res SPA 2 Dev Fee	General Operations	Contingency	E	395,700	8,300	404,000
Sewer Operations	General Operations	Contingency	E	4,142,800	71,800	4,214,600
Sewer SPA 2 Dev Fee	General Operations	Contingency	E	316,300	8,300	324,600

(2. Appropriation: Capital Project Carry Forward Continued)

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer SPA 3 Dev Fee	General Operations	Contingency	E	42,200	8,300	50,500
Solid Waste Operations	General Operations	Contingency	E	1,241,800	36,800	1,278,600
Grants	General Operations	Contingency	E	12,078,800	2,841,400	14,920,200 *
Grants	General Operations	Other	R	12,417,700	(20,000)	12,397,700 *
Expense Total				53,944,400	-	53,944,400
Revenue Total				12,417,700	-	12,417,700

3. Appropriation: Other Project Carryforward – To adjust budget authority for development agreements and other non-capital projects which were created to track carry forward. These are items which were previously approved by Council and require adjustment from what was originally estimated during the FY2018 budget process due to expenditure activity in the prior fiscal year.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Wtr Sys SPA 1 Dev Fee	General Operations	#D18010 Marley Park Well #2	E	2,245,700	(2,245,700)	-
General Capital Projects Fund	Community Development	#N42010 RV Park Operations	E	35,000	52,000	87,000
Grants	General Operations	Contingency	E	12,078,800	2,193,700	14,272,500 *
Expense Total				14,359,500	-	14,359,500
Revenue Total				-	-	-

4. Appropriation: Other Project Related Reconciling Items – To adjust budget authority for items that have previously been approved by Council. The Workforce Development Services item approved by Council on April 18, 2017, was added to track carry forward funding. Additionally an amendment is being done to move appropriation from Project #G31310 FFY18 GOHS STEP Enforcement to Project #G31350 FFY18 GOHS DUI Abatement as was originally intended. Lastly, the Surprise Fire and Medical Department will reallocate \$3,200 from the General Fund supplies operating budget to cover a overage in Project #34050 F550 Truck 2492 Replacement. This will require an increase in the cash transfer from the General Fund to the Vehicle Replacement Fund (see item #7).

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Contingency	E	12,078,800	(132,900)	11,945,900 *
General Fund	Human Svcs and Comm Vitality	#N51010 Workforce Development Services	E	-	132,900	132,900
Grants	Police	#G31310 FY18 GOHS STEP Enforcement	R	40,300	(20,000)	20,300
Grants	Police	#G31310 FY18 GOHS STEP Enforcement	E	40,300	(20,000)	20,300
Grants	Police	#G31350 FFY18 GOHS DUI Abatement	R	-	20,000	20,000
Grants	Police	#G31350 FFY18 GOHS DUI Abatement	E	-	20,000	20,000
General Fund	Fire - Medical	Supplies	E	513,300	(3,200)	510,100
Vehicle Replacement	Fire - Medical	#A34050 F550 Truck 2492 Replacement	E	29,500	3,200	32,700
Expense Total				12,661,900	-	12,661,900
Revenue Total				40,300	-	40,300

5. Appropriation: Grant Match Carryforward and Labor Distribution Adjustment – To adjust budget authority for items previously approved by Council which require adjustment from what was originally estimated during the FY2018 budget process due to expenditure activity in the prior fiscal year for grant match carryforward. Additionally, the labor distribution credited to the General Fund for grant projects that cover a portion of full-time positions is being adjusted to align with the actual grant carryforward.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Legal	Personnel Services	E	1,830,000	7,900	1,837,900
General Fund	Legal	#G13040 FY 17 PO VOCA	E	-	3,500	3,500
General Fund	Police	Personnel Services	E	24,990,200	(15,500)	24,974,700
General Fund	Police	#G31120 PD VOCA FY 17	E	-	14,800	14,800
General Fund	Community Development	Services	E	476,800	300	477,100
General Fund	Community Development	#G42010 FY17 SRTS Studies - Parkview & Asht	E	3,600	(100)	3,500
General Fund	Community Development	#G42020 FY17 SRTS Studies - Marley & Rancho	E	2,400	(100)	2,300
General Fund	Community Development	#G42040 FY 17 SRTS Walking/Biking Maps	E	5,700	(100)	5,600
Grants	General Operations	Contingency	E	12,078,800	(10,700)	12,068,100 *
Expense Total				39,387,500	-	39,387,500
Revenue Total				-	-	-

6. Appropriation: As part of Resolution #2017-73 on June 20, 2017 Council approved a FY2017 budget amendment to reallocate \$2,000,000 from Project #P61350 Higher Education Facilities to Project #61420 City Center Public Infrastructure for FY2017. Since this amendment was approved after the FY2018 budget was adopted, the amendment below has been completed in accordance with the June 20, 2017 amendment.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Capital Projects Fund	Public Works	#P61350 Higher Education Facilities	E	4,000,000	(2,000,000)	2,000,000
General Capital Projects Fund	Public Works	#P61420 City Center Public Infrastructure	E	-	2,000,000	2,000,000
Expense Total				4,000,000	-	4,000,000
Revenue Total				-	-	-

7. Cash Transfer: This is the cash transfer for the final item described in item #4 above.

Transfer from Fund	Transfer to Fund	Current Budgeted Transfer	Increase/ (Decrease)	Amended Budgeted Transfer
General Fund	Vehicle Replacement	4,691,000	3,200	4,694,200

*Changes in Grant Fund contingency and revenue are referenced in multiple tables, the total adjustment is as follows:

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Other	R	12,417,700	388,900	12,806,600
Grants	General Operations	Contingency	E	12,078,800	5,300,200	17,379,000



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

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

Council Meeting Date:	December 19, 2017	Contact Person:	Christina Ramirez, Human Service & Coimmunity Vitality
Submitting Department:	Human Service & Community Vitality	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to extend the 2014 HOME grant contract deadline from December 31, 2017 to July 31, 2019; Resolution # 2017-145.

Motion:

I move to approve Resolution # 2017-145.

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 HOME funding directly from HUD.

This IGA was approved in the amount of \$133,451 on December 16, 2014 through Resolution 2014-117; a \$130,000 increase to the contract was subsequently approved on June 2, 2015 through Resolution 2015-51; on November 30, 2016, a contract extension was approved through an amendment to December 31, 2017;

Objective Analysis:

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

Policy Compliant:

The requested action is consistent with City and Council policies.

Financial Impact:

This item will extend the agreement for completion of the grant award. These expenditures will be eligible for reimbursement through the HOME program.

Budget Impact:

This item was included in the FY18 budget. There is no budgetary impact, only an extension of the contract date.

FTE Impact:

The item does not impact the overall full-time equivalent (FTE) count

ATTACHMENTS:

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- ☐ [Staff Report](#)
 - ☐ [Resolution and Amended IGA](#)
 - ☐ [RFLS](#)
-



Human Service and Community Vitality Department

Date: December 19, 2017

To: Mayor and City Council

From: Seth Dyson, Human Service and Community Vitality Department
Christina Ramirez, Neighborhood Services Supervisor

Re: Approval of Intergovernmental agreement amendment between Maricopa County and City of Surprise.

Introduction

The Neighborhood Services Division requests the approval of an amendment to an Intergovernmental Agreement between Maricopa County and the City of Surprise, originally approved by Council on December 16, 2014 (Resolution #2014-117) in order to extend the expenditure deadline from the Maricopa County Consortium under the HOME program. The City of Surprise is a member of a Consortium which Maricopa County leads.

Background

The Neighborhood Services Division has been awarded grant funding in the amount of \$263,451 to complete Major Rehabilitation/Reconstruction activities under the HOME program. To date, \$153,020.67 has been expended on eligible activities under this allocation. The remaining \$110,430.33 is currently encumbered. The intention of the program is to provide decent and affordable housing to income qualified residents of Surprise. Each qualifying applicant must maintain this home as their primary residence during the agreement period. If they fail to do so the pro-rated loan amount is due and payable. City of Surprise has been receiving HOME grant funding since 2006 under the condition that Surprise participate in a Consortium led by Maricopa County to include several surrounding major cities and towns. The City of Surprise has been able to successfully expend previous years grant funds on Home Replacement and Home Rehabilitation by addressing applicants on a wait list.

Previous Actions

Through the City's Annual Action Plan, HOME grant funds have previously been received for FY 2006-2017 through the HOME consortium and approved for the proposed activities.

Conclusion

It is the intent of staff to support projects that will foster neighborhood sustainability, vibrancy and to keep residents in their neighborhoods. It is believed that the recommended approval of the extension to the expenditure deadline of the Intergovernmental Agreement will help further this intent.

Recommendations

Approval of amended Intergovernmental agreement between Maricopa County and the City of Surprise.

Future Actions

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

RESOLUTION # 2017-145

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AMENDING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND MARICOPA COUNTY BY EXTENDING THE CONTRACT DEADLINE DATE FROM DECEMBER 31, 2017 TO JULY 31, 2019 FOR THE 2014 HOME PROGRAM.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreement with other governmental entities for the purposes set forth within;

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 intergovernmental agreement between City of Surprise and Maricopa County in the amount of \$133,451 was approved by Council on December 16, 2014 through Resolution 2014-117; a \$130,000 increase to the contract was subsequently approved on June 2, 2015 through Resolution 2015-51; on November 30, 2016, a contract extension was approved through an amendment to December 31, 2017;

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has established statutory and regulatory encumbrance and expenditure deadlines for the HOME funds,

WHEREAS, Maricopa County has amended the approved intergovernmental agreement, to extend the contract compliance due date from December 31, 2017 to July 31, 2019, and

WHEREAS, City of Surprise Administrative Policies requires the approval of the Mayor and Council for 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 Intergovernmental Agreement between the City of Surprise and Maricopa County, attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT



AMENDMENT NO. 3 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE



- I. Maricopa County ("County") by and through the Human Services Department and the City of Surprise ("City") entered into a financial Intergovernmental Agreement ("IGA" or "Agreement") on or about January 29, 2015. The Agreement effective date is July 1, 2014 through January 29, 2017. The County provided the City with \$133,451 HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development (HUD) to assist eligible low income homeowners with housing rehabilitation which may include replacement of mechanical, electrical and plumbing systems that will bring homes up to current building codes. The County and the City may be referred to individually as "Party" or collectively as "Parties."
- II. The Parties executed Amendment No. 1 on or about July 6, 2015 to increase funding amount by \$130,000 and to add add e an additional Work Statement. The Parties executed Amendment No. 2 on or about December 21, 2016 to extend the contract termination date from January 29, 2017 to December 31, 2017.
- III. The Parties wish to amend the Agreement as follows:
 - A. Extend the contract termination date from December 31, 2017 to July 31, 2019. Extending the contract termination date of the Agreement will provide the City with additional time to complete the previously approved scope of work. By doing so, the Parties also agree that all work performed or costs incurred or expended under the previously approved scope of work remain reimbursable under the terms of the Agreement.
- IV. This agreement is subject to A.R.S. §38-511. The foregoing paragraphs, contain all the changes made by this Amendment. All other terms and conditions of the original agreement remain the same and in full force and effect as approved and amended.

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:
CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

Chairman

Date: _____

Date: _____

Attested To:

Attested To:

City Clerk

Fran McCarroll, Clerk of the Board

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 THE CITY ON BEHALF OF THE CITY, AND, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY HAS DETERMINED THAT THIS AGREEMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

CITY OF SURPRISE

MARICOPA COUNTY

BY: _____
City Attorney

BY: _____
Deputy County Attorney

Date: _____

Date: _____

RFLS NO:	5964
SUBMIT DATE:	11/14/2017

**SURPRISE CITY ATTORNEY
REQUEST FOR LEGAL SERVICES**

Please retain form with document throughout the entire process.

Requestor: Deborah Perry

Department & Extension: Human Service and Community Vitality

Contract Title: Res. 2017-145 IGA Amendment 2014 HOME Contract Deadlines

Date of Contract, Event/Performance: 11/28/2017

Description of Legal Services Requested: Review IGA Amendment for extension of 2014 HOME Contract deadline from 12/2017 to 07/2019

Vendor Name, Address & Phone:

To Council? Yes, with Resolution

If Yes, Council Meeting Date: 12/19/2017

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

RFLS Status: Approved

Attorney Comment:

please see attached resolution and IGA.

CINDY.COEN

City Attorney's Office

11/17/2017

Date

11/17/2017 10:47:04 AM



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 19, 2017	Contact Person:	Christina Ramirez, Human Service & Coimmunity Vitality
Submitting Department:	Human Service & Community Vitality	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County to extend the 2015 HOME grant contract deadline from January 21, 2018 to September 30, 2020; Resolution # 2017-147.

Motion:

I move to approve Resolution 2017-147.

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 HOME funding directly from HUD.

This IGA was approved in the amount of \$122,700 on January 5, 2016 through Resolution 2016-07.

Objective Analysis:

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

Policy Compliant:

The requested action is consistent with City and Council policies.

Financial Impact:

This item will extend the agreement for completion of the grant award. These expenditures will be eligible for reimbursement through the HOME program

Budget Impact:

There is no budgetary impact, only an extension of the contract date.

FTE Impact:

The item does not impact the overall full-time equivalent (FTE) count

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Resolution and Amended IGA](#)
 - ☐ [RFLS](#)
-



Human Service and Community Vitality Department

Date: December 19, 2017

To: Mayor and City Council

From: Seth Dyson, Human Service and Community Vitality Department
Christina Ramirez, Neighborhood Services Supervisor

Re: Approval of Intergovernmental agreement amendment between Maricopa County and City of Surprise.

Introduction

The Neighborhood Services Division requests the approval of an amendment to an Intergovernmental Agreement between Maricopa County and the City of Surprise, originally approved by Council on December 16, 2014 (Resolution #2014-117) in order to extend the expenditure deadline from the Maricopa County Consortium under the HOME program. The City of Surprise is a member of a Consortium which Maricopa County leads.

Background

The Neighborhood Services Division has been awarded grant funding in the amount of \$263,451 to complete Major Rehabilitation/Reconstruction activities under the HOME program. To date, \$153,020.67 has been expended on eligible activities under this allocation. The remaining \$110,430.33 is currently encumbered. The intention of the program is to provide decent and affordable housing to income qualified residents of Surprise. Each qualifying applicant must maintain this home as their primary residence during the agreement period. If they fail to do so the pro-rated loan amount is due and payable. City of Surprise has been receiving HOME grant funding since 2006 under the condition that Surprise participate in a Consortium led by Maricopa County to include several surrounding major cities and towns. The City of Surprise has been able to successfully expend previous years grant funds on Home Replacement and Home Rehabilitation by addressing applicants on a wait list.

Previous Actions

Through the City's Annual Action Plan, HOME grant funds have previously been received for FY 2006-2017 through the HOME consortium and approved for the proposed activities.

Conclusion

It is the intent of staff to support projects that will foster neighborhood sustainability, vibrancy and to keep residents in their neighborhoods. It is believed that the recommended approval of the extension to the expenditure deadline of the Intergovernmental Agreement will help further this intent.

Recommendations

Approval of amended Intergovernmental agreement between Maricopa County and the City of Surprise.

Future Actions

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

RESOLUTION # 2017-147

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AMENDING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND MARICOPA COUNTY BY EXTENDING THE CONTRACT DEADLINE DATE FROM JANUARY 21, 2018 TO SEPTEMBER 30, 2020 FOR THE 2015 HOME PROGRAM.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreement with other governmental entities for the purposes set forth within;

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 intergovernmental agreement between City of Surprise and Maricopa County in the amount of \$122,700 was approved by Council on January 5, 2016 through Resolution 2016-07;

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has established statutory and regulatory encumbrance and expenditure deadlines for the HOME funds;

WHEREAS, Maricopa County has amended the approved intergovernmental agreement, to extend the contract compliance due date from January 21, 2018 to September 30, 2020; and

WHEREAS, City of Surprise Administrative Policies requires the approval of the Mayor and Council for 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 Intergovernmental Agreement between the City of Surprise and Maricopa County, attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY



AMENDMENT NO. 1 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE



- I. Maricopa County ("County") by and through the Human Services Department and the City of Surprise ("City") entered into a financial Intergovernmental Agreement ("IGA" or "Agreement") on or about January 21, 2016. The Agreement effective date is July 1, 2015 through January 21, 2018. The County provided the City with \$122,699 in HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development (HUD) to assist eligible low income homeowners with housing rehabilitation which may include replacement of mechanical, electrical and plumbing systems that will bring homes up to current building codes. The County and the City may be referred to individually as "Party" or collectively as "Parties."
- II. The Parties wish to amend the Agreement as follows:
- A. Extend the contract termination date of the Agreement from January 21, 2018 to September 30, 2020. Extending the termination date of the Agreement will provide the City with additional time to complete the previously approved scope of work. By doing so, the Parties also agree that all work performed or costs incurred or expended under the previously approved scope of work remain reimbursable under the terms of the Agreement.
- III. This agreement is subject to A.R.S. §38-511. The foregoing paragraphs, contain all the changes made by this Amendment. All other terms and conditions of the original agreement remain the same and in full force and effect as approved and amended.

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:
CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

Chairman

Date: _____

Date: _____

Attested To:

Attested To:

City Clerk

Fran McCarroll, Clerk of the Board

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 THE CITY ON BEHALF OF THE CITY, AND, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY HAS DETERMINED THAT THIS AGREEMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

CITY OF SURPRISE

MARICOPA COUNTY

BY: _____

BY: _____

City Attorney

Deputy County Attorney

Date: _____

Date: _____

RFLS NO:	5970
SUBMIT DATE:	11/17/2017

**SURPRISE CITY ATTORNEY
REQUEST FOR LEGAL SERVICES**

Please retain form with document throughout the entire process.

Requestor: Deborah Perry

Department & Extension: Human Service and Community Vitality

Contract Title: Res. 2017-147 Amendment IGA for 2015 HOME Funds

Date of Contract, Event/Performance: 12/1/2017

Description of Legal Services Requested: Review amendment to the IGA with Maricopa County for 2015 HOME Funds. Extension to deadline

Vendor Name, Address & Phone:

To Council? Yes, with Resolution

If Yes, Council Meeting Date: 12/19/2017

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

RFLS Status: Approved

Attorney Comment:

See attached resolution and IGA.

CINDY.COEN

City Attorney's Office

11/17/2017

Date

11/20/2017 8:10:01 AM



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

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

Council Meeting Date:	December 19, 2017	Contact Person:	Sergio Angulo - Community Development
Submitting Department:	CD	District:	4
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Replat of Coyote Lakes Unit 1, Tract 'A'" dated September 13, 2017, to split approximately 1.43 acres from TRACT A of Coyote Lakes Unit 1 located generally north of Bell Road and west of 115th Avenue.

Motion:

I move to approve the Final Plat entitled, "Replat of Coyote Lakes Unit 1, Tract 'A'" dated September 13, 2017.

Background:

Mark Sidler with Lemme Engineering submitted a request for a Final Plat to split approximately 1.43 acres from TRACT A of Coyote Lakes Unit 1 located generally north of Bell Road and west of 115th Avenue.

Objective Analysis:

At this time the property owner does not propose any development on the subject site. Since 'TRACT A-2' of the proposed replat is no longer being used as part of the Golf Course, the owner's purpose is to sell and use those funds make improvements to the Golf Course. The Final Plat will not be dedicating any new right-of-way.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS17-381 Coyote Lakes Golf Course Lot Split - Staff Report](#)
 - ☐ [01 - FS17-381 Coyote Lakes Golf Course Lot Split - Vicinity Map](#)
 - ☐ [02-FS17381 Coyote Lakes Golf Course Lot Split-Final Plat](#)
 - ☐ [03 - FS17-381 Coyote Lakes Golf Course Lot Split - Presentation](#)
-

Case: FS17-381

Project Name: Coyote Lakes Golf Course Lot Split

Council District: 4 - MULBERRY

City Council Date: December 19, 2017

Planner: Sergio Angulo

Owner: NTM INVESTMENTS, LLC

Applicant: Mark Sidler with Lemme Engineering

Request: Final Plat to split approximately 1.43 acres from TRACT A of Coyote Lakes Unit 1 located generally north of Bell Road and west of 115th Avenue.

Site Location: Generally north of Bell Road and west of 115th Avenue.

Site Size: 1.43 acres approx.

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Municipal Code.
- The proposed Final Plat is consistent with the Coyote Lakes PAD.

Staff

Recommendation: **Approve** [no stipulations on final plats]

History:

- On April 10, 1980 the Mayor and City Council approved the annexation of the subject property.
- On August 28, 1992 the Mayor and City Council approved the Coyote Lakes PAD.
- On March 25, 1993 the Mayor and City Council approved the Final Plat for Coyote Lakes Unit 1.

38 **Additional Information:**

39
40 The applicant is requesting a Final Plat approval to replat TRACT A of Coyote Lakes Unit 1. The
41 subject site is zoned Planned Area Development (PAD) and the Coyote Lakes PAD designates the
42 subject site as a Golf Course. Overall, 'TRACT A' is approximately 38.52 acres and the replat
43 proposes to split approximately 1.43 acres from 'TRACT A' creating two (2) new lots; 'TRACT A-2'
44 (approx. 1.07 acres) and 'TRACT A-3' (approx. 0.36 acres). This replat will also fix a non-conforming
45 lot split which split approximately 0.36 acres (TRACT A-3) from the subject property. 'TRACT A-3' is
46 an existing open space tract owned and maintained by the Coyote Lakes Community Association.

47
48 At this time the property owner does not propose any development on the subject site. Since
49 'TRACT A-2' of the proposed replat is no longer being used as part of the Golf Course, the owner's
50 purpose is to sell and use those funds make improvements to the Golf Course.

51
52 **Attachments:**

53
54 01 Vicinity Map
55 02 Final Plat

56
57 **Enclosure:**

58
59 Sealed mylars

VICINITY MAP



REPLAT OF COYOTE LAKES UNIT 1, TRACT 'A'

PART OF TRACT 'A' COYOTE LAKES UNIT 1 BOOK 364, PG 24, MCR
THE LANDSCAPE TRACT OF COYOTE LAKES UNIT 1 BOOK 675, PG 18, MCR
BEING IN THE SOUTH 1/2 OF SECTION 36, T. 4 N., R. 1 W., G&SRM,
MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION:

TRACT "A" OF THE FINAL PLAT OF COYOTE LAKES UNIT I AS RECORDED IN BOOK 364 OF MAPS, PAGE 24, TOGETHER WITH "LANDSCAPE TRACT" OF THE RESUBDIVISION OF LOTS 10 & 11 OF "COYOTE LAKES UNIT 1, TRACT B AND A PORTION OF TRACT 'A'", AS RECORDED IN BOOK 675 OF MAPS, PAGE 18, RECORDS OF MARICOPA COUNTY, ARIZONA,

SAID PARCEL BEING SITUATED IN THE EAST HALF OF THE EAST HALF OF SECTION THIRTY-SIX (36), TOWNSHIP FOUR (4) NORTH, RANGE ONE (1) WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

TRACT 'A-1' NET ACRES 37.1763
TRACT 'A-2' NET ACRES 1.0732
TRACT 'A' GROSS ACRES 38.2495

TRACT 'A-3' AS DESCRIBED IN BOUNDARY SURVEY COYOTE LAKES RECORDED IN BOOK 1266, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA.

TRACT 'A-3' NET ACRES 0.36

PLAT NOTES:

THE PURPOSE OF THIS REPLAT IS TO SPLIT TRACT 'A-2' FROM COYOTE LAKES UNIT 1, TRACT 'A' AS RECORDED IN BOOK 364, PAGE 24 MCR.

THIS REPLAT DOES NOT CHANGE ANY OF THE EXISTING ZONING DEVELOPMENT STANDARDS NOR ANY OF THE UNDERLYING CONDITIONS, COVENANTS, AND RESTRICTIONS.

OWNER:

NTM INVESTMENTS LLC
18800 N COYOTE LAKES PKWY
SURPRISE, ARIZONA 85374
CONTACT: JOHN GUBA
PHONE: 623-322-8595
EMAIL: MOJOG@COX.NET

OWNER:

COYOTE LAKES COMMUNITY ASSOCIATION
PO BOX 1316
SURPRISE, ARIZONA 85374

BASIS OF BEARINGS:

BEARINGS ARE ORIENTED TO THE SOUTH LINE OF SECTION 36, T4 N, R1 W, BEARING N89°24'41"W AS NOTED ON THE RECORDED PLAT OF COYOTE LAKES IN MCR 364 PAGE 24. THE MONUMENTS AT THE SOUTHEAST AND SOUTHWEST CORNERS OF SECTION 36 NOTED HEREON.

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:

NTM INVESTMENTS LLC, AND COYOTE LAKES COMMUNITY ASSOCIATION, ("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.

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

ENGINEERING NOTE:

THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1245L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

DEDICATION:

STATE OF ARIZONA}
COUNTY OF MARICOPA}
KNOW ALL PERSON BY THESE PRESENTS: THAT NTM INVESTMENTS LLC, ("OWNER OF TRACT A & A-1") AND COYOTE LAKES COMMUNITY ASSOCIATION ("OWNER TRACT A-3"), HAS SUBDIVIDED UNDER THE NAME OF "REPLAT OF TRACT 'A' COYOTE LAKES UNIT 1", A SUBDIVISION LOCATED IN A PORTION OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "REPLAT OF COYOTE LAKES UNIT 1, TRACT 'A'" 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.

THE OWNERS, HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

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

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

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

THE OWNERS HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE PEDESTRIAN ACCESS AND SIDEWALK CONSTRUCTION AND MAINTENANCE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIDEWALK EASEMENT AS SHOWN ON THE PLAT.

THE OWNERS HEREBY GRANTS A CROSS DRAINAGE EASEMENT FOR TRACT A-2 AND TRACT A-3 TO ALLOW STORMWATER RUNOFF TO BE ACCEPTED BY TRACT A-1.

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

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

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

OWNERS HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION. THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

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

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ___ DAY OF _____, 2017.

BY:NTM INVESTMENTS LLC

BY:COYOTE LAKES COMMUNITY ASSOCIATION (TRACT A-3)

ITS:_____

ITS:_____

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS _____ DAY OF _____, 2017 BY THE CITY ENGINEER OF SURPRISE, ARIZONA

APPROVED: _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF SURPRISE, ARIZONA. THIS _____ DAY, OF _____, 2017

MAYOR DATE
ATTEST: _____
CITY CLERK DATE

NOTARY ACKNOWLEDGEMENT:

STATE OF ARIZONA}
COUNTY OF MARICOPA}

BEFORE ME THIS ___ DAY OF _____, 2017, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF NTM INVESTMENTS, LLC. THE LEGAL OWNER OF THE PROPERTY (TRACT A & A-2) PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS MANAGING MEMBER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:_____
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____

NOTARY ACKNOWLEDGEMENT:

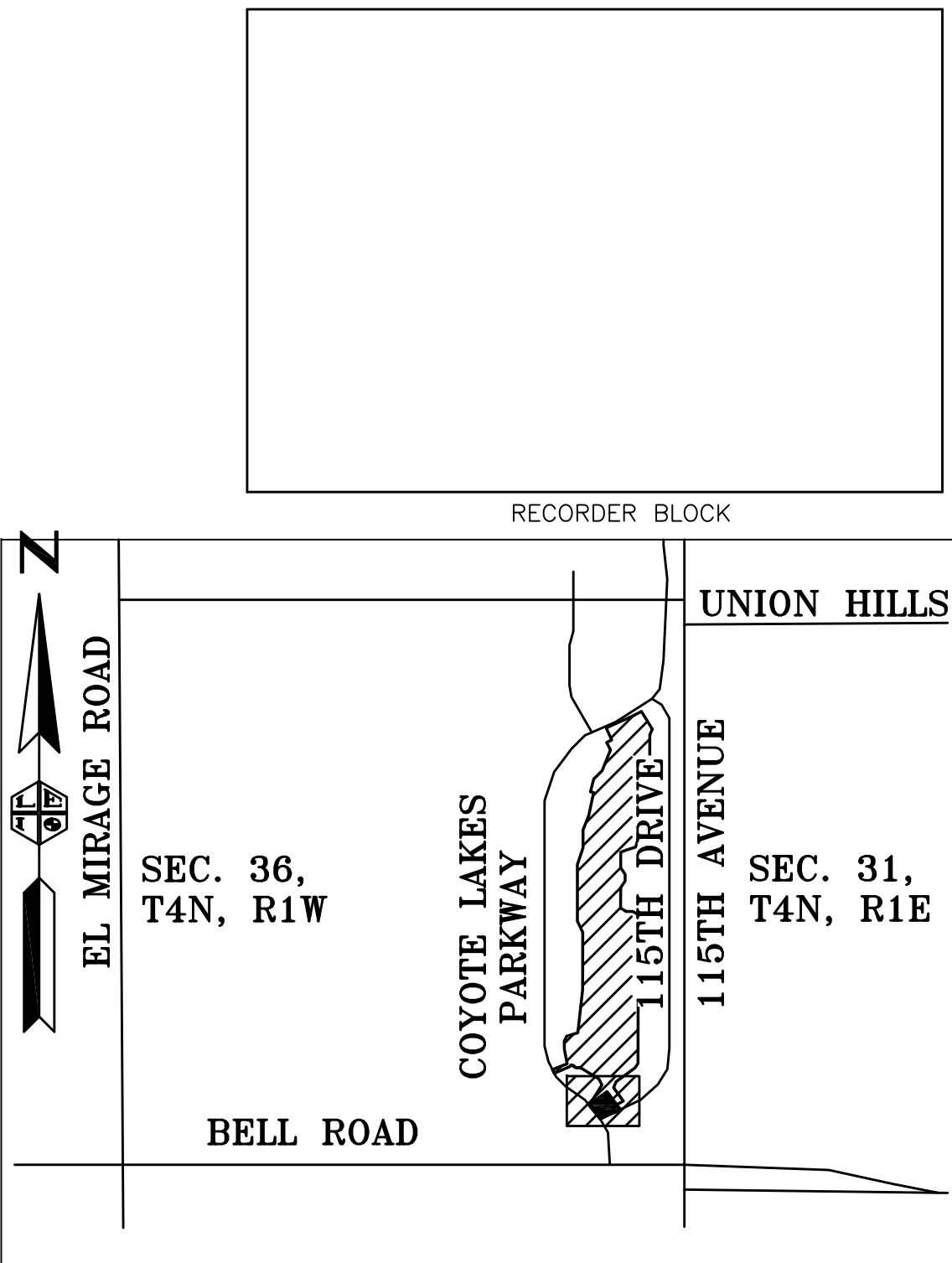
STATE OF ARIZONA}
COUNTY OF MARICOPA}

BEFORE ME THIS ___ DAY OF _____, 2017, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF COYOTE LAKES COMMUNITY ASSOCIATION THE LEGAL OWNER OF THE PROPERTY (TRACT A-3) PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS MANAGING MEMBER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:_____
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____



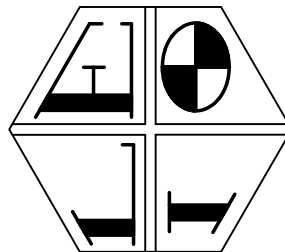
VICINITY MAP
NOT TO SCALE
SEC 36 T4N R1W

NOTE: THIS MAP OR PLAN IS NOT TO BE USED, RELIED UPON, OR CONSIDERED COMPLETE OR READY FOR CONSTRUCTION, UNLESS STAMPED BY A PROFESSIONAL FROM LEMME ENGINEERING.

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☐ PRELIMINARY
☐ APPROVED
☐

PLANNING - CIVIL ENGINEERING - SURVEYING
LEMM ENGINEERING INC.
3608 WEST BETHANY HOME ROAD
PHOENIX, ARIZONA 85019
PHONE (602) 841-6904 FAX (602) 841-6351



REPLAT OF COYOTE LAKES UNIT 1, TRACT 'A'
COYOTE LAKES GOLF COURSE
18800 N. COYOTE LAKES PARKWAY
SURPRISE, AZ 85374



Expires 09-30-18

DESIGNED BY: MS

DRAWN BY: IA

SCALE:
HORIZONTAL=N/A
VERTICAL= N/A

SHEET 1 OF 2

DATE 09-13-17

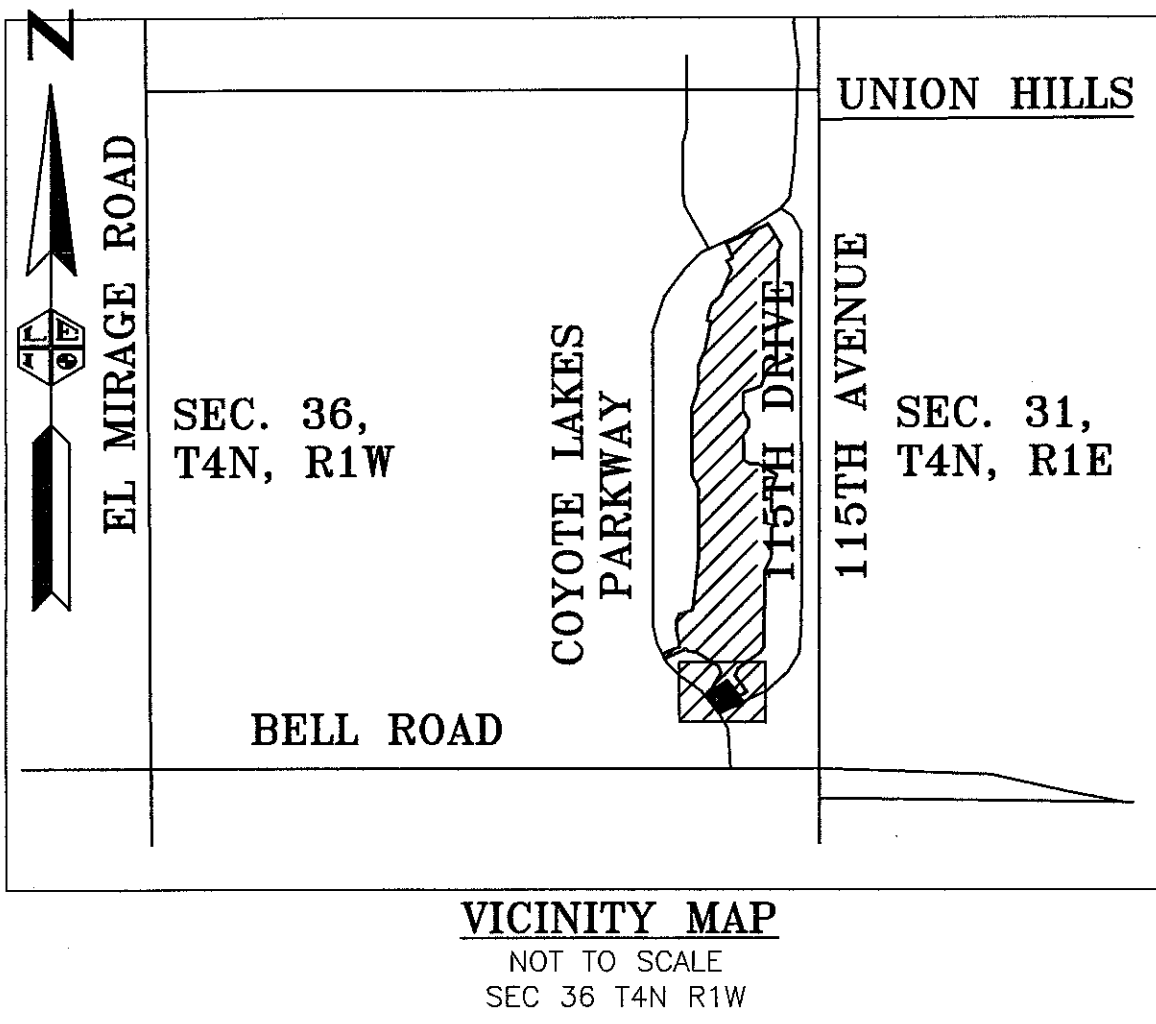
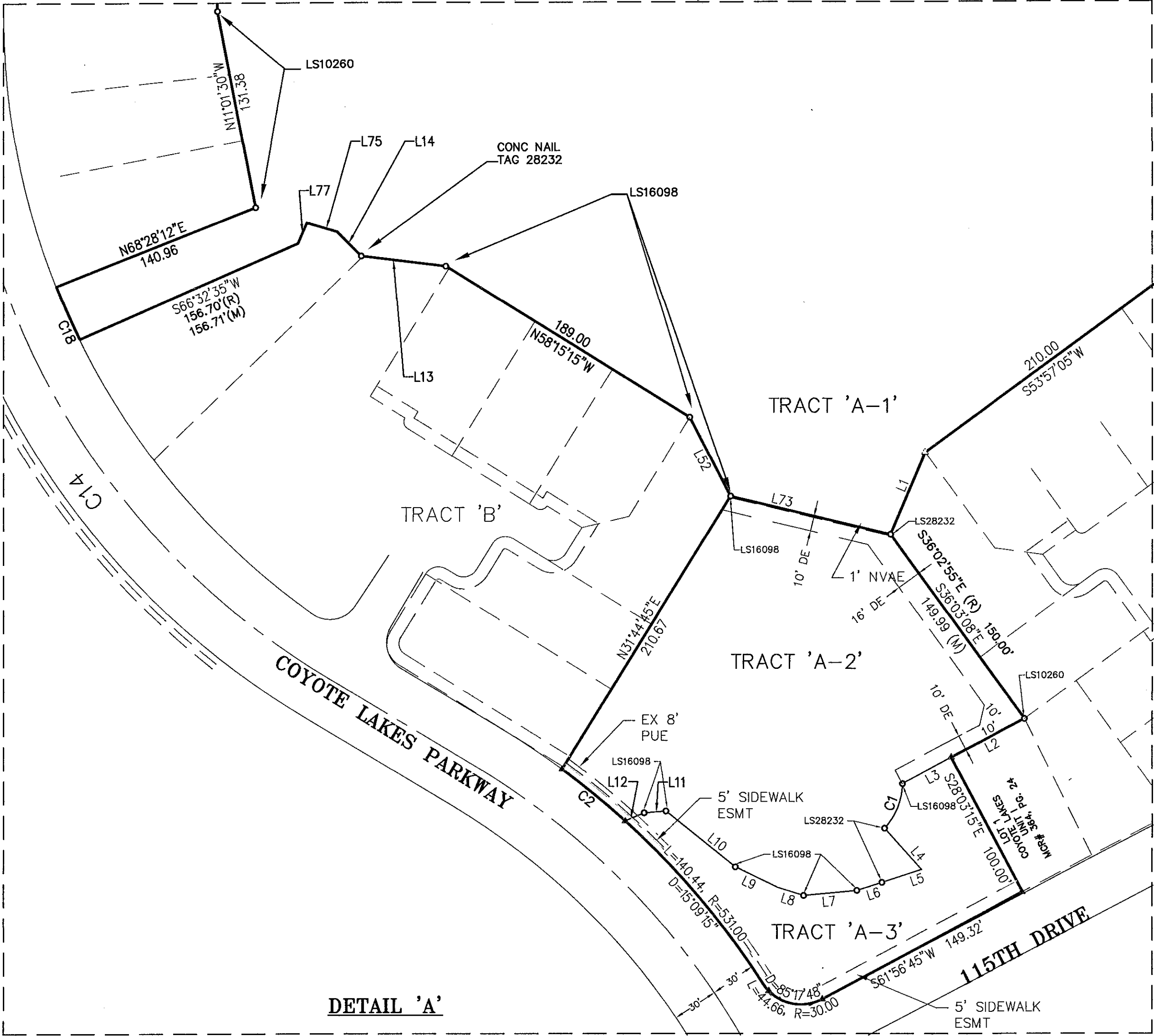
W.O. 17-460

REPLAT OF COYOTE LAKES UNIT 1, TRACT 'A'

PART OF TRACT 'A' COYOTE LAKES UNIT 1 BOOK 364, PG 24, MCR
THE LANDSCAPE TRACT OF COYOTE LAKES UNIT 1 BOOK 675, PG 18, MCR
BEING IN THE SOUTH 1/2 OF SECTION 36, T. 4 N., R. 1 W., G&SRM,
MARICOPA COUNTY, ARIZONA

LINE TABLE			LINE TABLE		
Line #	Length	Direction	Line #	Length	Direction
L1	58.30	S22°59'38"W	L22	58.31	S31°05'29"W
L2	54.47	S62°26'16"W	L23	87.79	S17°30'00"W
L3	36.47	S61°56'45"W	L24	87.79	S72°45'18"W
L4	36.48	S41°59'55"E	L25	53.49	S69°19'15"W
L5	27.37	S71°48'04"W	L26	60.00	S00°07'39"W
L6	17.35	S72°29'48"W	L27	72.11	S33°49'03"W
L7	35.31	S84°29'37"W	L28	58.31	S58°54'31"E
L8	17.96	N72°36'14"W	L29	60.00	S89°52'21"E
L9	30.91	N64°15'30"W	L30	30.00	S89°52'21"E
L10	58.78	N51°17'06"W	L31	80.00	S00°07'39"W
L11	14.35	S85°18'02"W	L32	58.31	S31°05'29"W
L12	13.45	S66°49'32"W	L33	48.78	S34°37'55"W
L13	56.12	N83°06'51"W	L52	58.31	N27°17'26"W
L14	22.62	N44°59'44"W	L72	78.10	S50°19'19"W
L16	50.00	N25°58'29"E	L73	108.43	S76°36'42"E
L17	75.02	N01°00'59"W	L75	20.77	N73°15'04"W
L18	30.00	N77°45'53"W	L77	14.93	S23°34'49"W
L19	76.15	N28°14'38"W			
L20	51.72	N63°53'44"E			
L21	54.93	S24°35'23"W			

CURVE TABLE				
Curve #	Radius	Delta	Arc Length	Chord
C1	43.61	42°14'45"	32.15	31.43
C2	531.00	5°47'37"	53.69	53.67
C3	681.00	5°54'09"	70.16	70.12
C18	469.00	4°36'42"	37.76	37.74



- LEGEND:**
- FOUND BRASS CAP IN HANDHOLE
 - FOUND BRASS CAP FLUSH
 - FND 1/2" BAR/CAP AS NOTED
 - SET CONC. NAIL/TAG LS28232
 - FND CONC. NAIL/TAG LS10260
 - FOUND 1" IRON PIPE/DISTURBED, BENT NW
 - FOUND CHISELED X
 - MCR MARICOPA COUNTY RECORDER
 - APN MARICOPA COUNTY ASSESSOR PARCEL NUMBER
 - (R) RECORD PER M.C.R. BOOK 364, PAGE 24
 - (M) MEASURED
 - (C) CALCULATED
 - NVAE NON-VEHICULAR ACCESS EASEMENT
 - ESMT EASEMENT
 - DE DRAINAGE EASEMENT
 - SUBJECT PROPERTY LINE
 - EASEMENT
 - SECTION LINE
 - RIGHT OF WAY
 - CENTERLINE

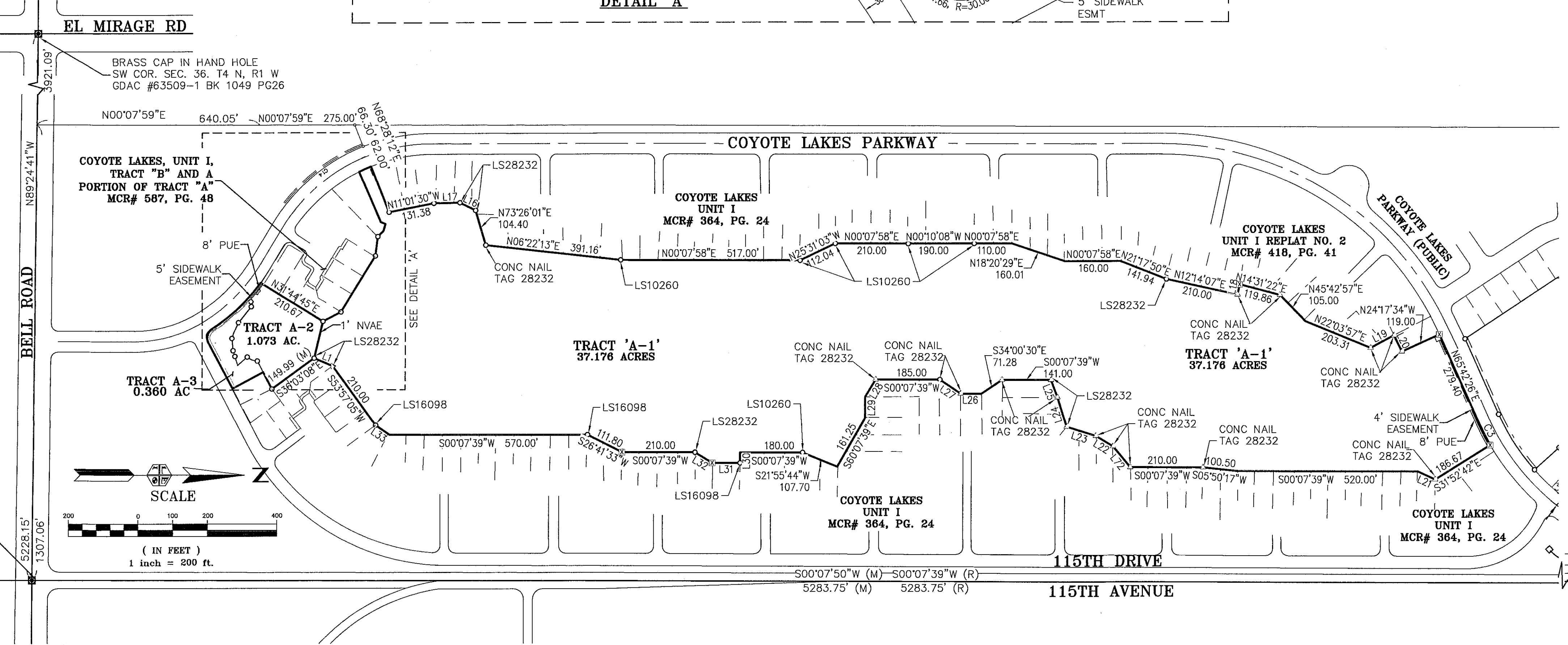
SURVEYOR NOTES:

ALL DISTANCES ARE GROUND DISTANCES

ALL BEARINGS AND DISTANCES ARE MEASURED AND ONLY LABELED AS SUCH IF THERE IS A DISCREPANCY WITH THE RECORD DISTANCES WITH THE ORIGINAL PLAT MCR/24, RECORD DISTANCES WERE ACCEPTED IF THE FOUND POINTS MET ARIZONA MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

S 1/4 CORNER WAS NOT USED IN THE RE-SURVEY OF THIS PLAT AS THE ORIGINAL PLAT MAP ONLY USED THE SOUTHEAST AND THE SOUTHWEST CORNERS AS NOTED THEREON IN MCR 364 PAGE 24

FND BRASS CAP IN HAND HOLE SE COR. SEC. 36, T. 4 N, R. 1 W BCH IN MEDIAN OF BELL ROAD GDAC #63511-1 BK 1049 PG26 THIS POINT USED IN ORIGINAL PLAT AND IN RETRACEMENT EFFORTS PLEASE NOTE GDAC #6351121 ALLUMINUM CAP RLS35832 WAS SET 0.87' WEST PER MCR1049 PG26



FND REBAR FROM ORIGINAL PLAT E1/4 COR. SEC. 36, T. 4 N, R. 1 W GDAC #63523-1 BK 1049 PG26 THIS POINT USED IN ORIGINAL PLAT AND IN RETRACEMENT EFFORTS PLEASE NOTE GDAC #6352321 ALLUMINUM CAP RLS35832 WAS SET 2.66' EAST PER MCR1049 PG26

NOTE: THIS MAP OR PLAN IS NOT TO BE USED, RELIED UPON, OR CONSIDERED COMPLETE OR READY FOR CONSTRUCTION, UNLESS STAMPED BY A PROFESSIONAL FROM LEMME ENGINEERING.

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PLANNING - CIVIL ENGINEERING - SURVEYING
LEMM ENGINEERING INC.
3608 WEST BETHANY HOME ROAD
PHOENIX, ARIZONA 85019
PHONE (602) 841-6904 FAX (602) 841-6351

REPLAT OF COYOTE LAKES UNIT 1, TRACT 'A'
COYOTE LAKES GOLF COURSE
18800 N. COYOTE LAKES PARKWAY
SURPRISE, AZ 85374

DESIGNED BY: MS
DRAWN BY: IA
SCALE:
HORIZONTAL=AS SHOWN
VERTICAL= N/A
SHEET 2 OF 2
DATE 09-13-17
W.O. 17-460

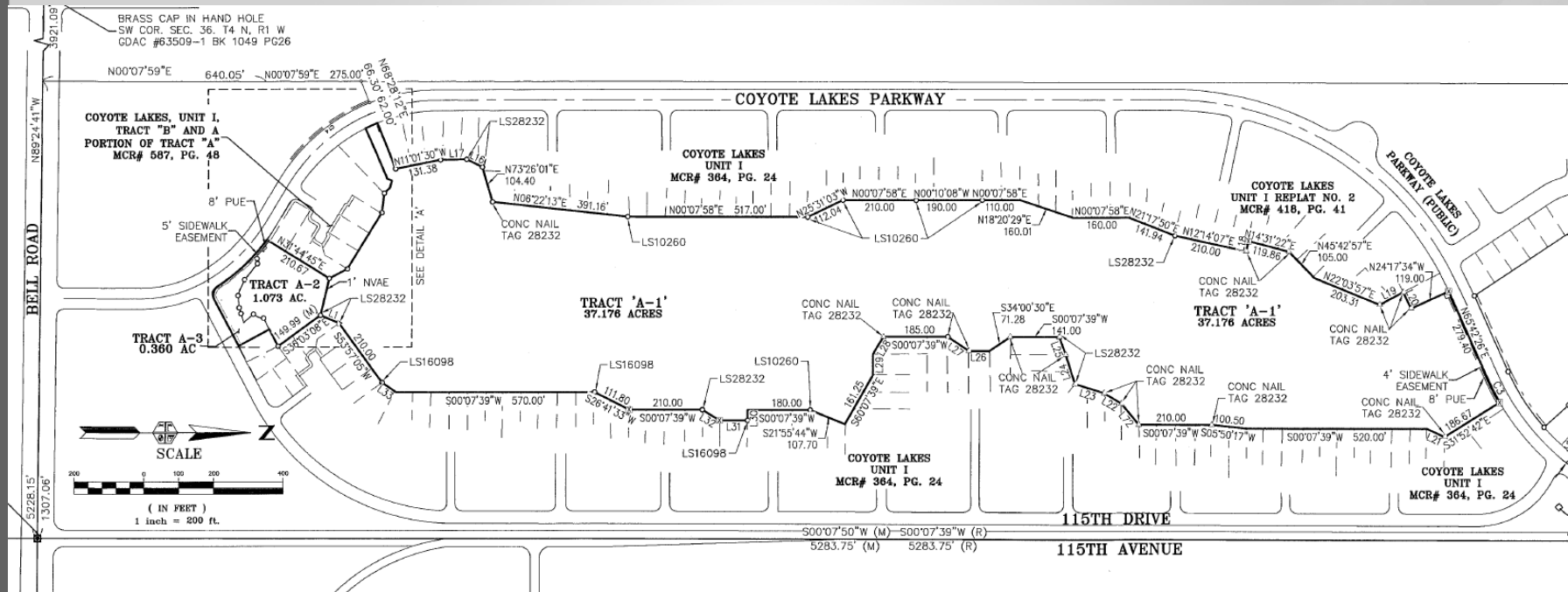


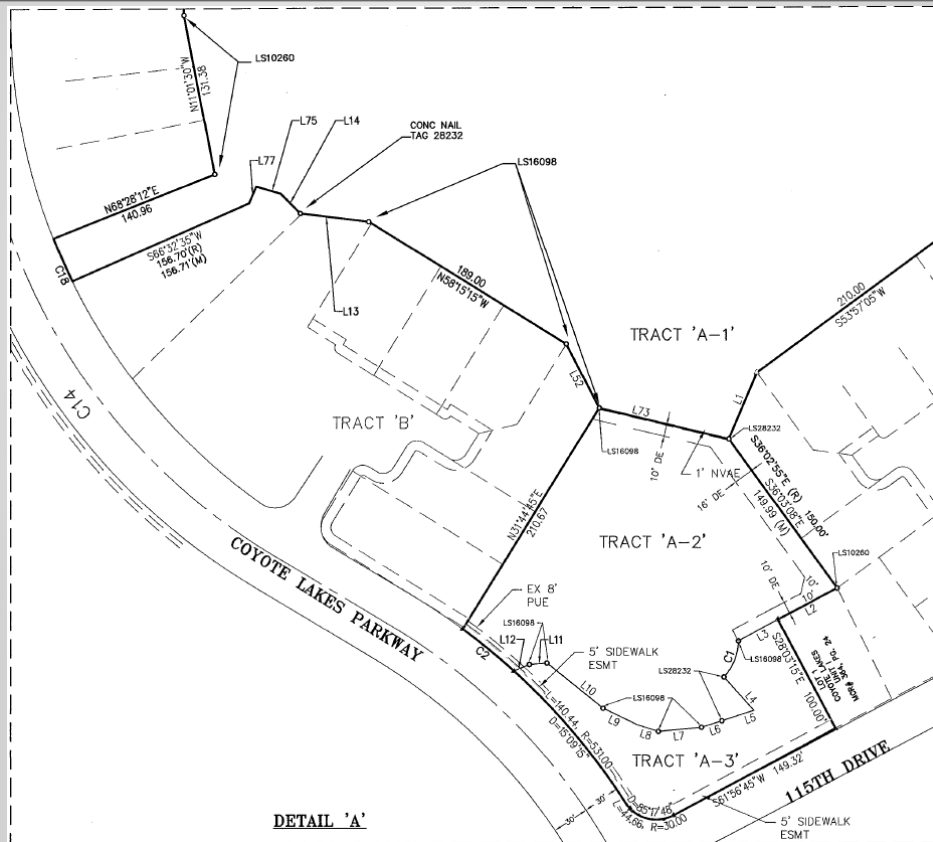
Coyote Lakes Golf Course Lot Split Final Plat FS17-381

City Council
December 19, 2017

VICINITY MAP









SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

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

Council Meeting Date:	December 19, 2017	Contact Person:	Paul Bernardo, Government & Community Partnerships Director
Submitting Department:	City Manager Two	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Arts and Cultural Advisory Commission's intent to utilize the \$8,000 budgeted platFORM Initiative line item in conjunction with the Art Acquisition line item for the purpose of procuring an art piece to be displayed permanently on the pedestal at the entrance of City Hall.

Motion:

I move to approve the use of the identified line items for the purpose of procuring an art piece for City Hall's entrance.

Background:

The Arts and Cultural Advisory Commission, in conjunction with City staff, has established a display plan identifying how art can be integrated into the City of Surprise's City Hall facility. The Commission desires to combine existing Art Acquisition and platFORM Initiative line items from allocated funds, in order to procure an art piece to be displayed permanently on the pedestal at the entrance of City Hall. The Commission will also utilize funds established by the Percent for Arts Ordinance to contribute to the procurement of the art piece.

Objective Analysis:

This action will directly support the City's goal and policy of the ratified General Plan 2035's Art and Culture Element to incorporate arts programs and projects.

Policy Compliant:

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

Financial Impact:

There is no financial impact at this time. However, the intent of this item is to identify and funding for the one-time cost associated with acquiring an art piece not to exceed \$25,000.

Budget Impact:

Funding for art acquisition was included in the City Manager's Office General Fund operating budget in the amount of \$14,500. The adopted budget also included \$8,000 for the now-defunct platform initiative which will be repurposed to increase the General Funds portion of art acquisition to \$22,500.

FTE Impact:

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

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date: December 19, 2017 Contact Person: Sherry Ann Aguilar, City Clerk
Submitting Department: District: 2
Staff Recommendations: None

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

Agenda Wording:

Consideration and action on a request by Jeffrey Craig Miller (Agent) for a series 12 New License for Denny's #9290 located at 14799 W. Grand Avenue, Surprise, Arizona 85374 (License No. 1207B231).

Motion:

I move to approve a request by Jeffrey Craig Miller (Agent) for a series 12 New License for Denny's #9290 located at 14799 W. Grand Avenue, Surprise, Arizona 85374 (License No. 1207B231).

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

- ☐ [CD Map](#)
 - ☐ [CD Report Written](#)
 - ☐ [Fire Report](#)
 - ☐ [Police Report](#)
 - ☐ [Finance Report](#)
-

Denny's #9290

PAD
Sun City Grand

IP, I-1

RR, R1-43

RR, R1-43

RR, R1-43

SITE

Unincorporated Maricopa County

PAD
Sun City Grand

PAD
Park Place





COMMUNITY DEVELOPMENT DEPARTMENT

Date: December 06, 2017
To: Sherry Aguilar, City Clerk
From: Eric Fitzer, Community Development Director
By: James Stewart, Zoning Specialist
Re: Liquor License Application for:

**DENNY'S #9290
New License, LLC
14799 W. Grand Avenue
Surprise, Arizona 85374**

1. Hampton Inn & Suites (Series 7) – 14783 W. Grand Avenue
2. Corner Store #1712 (Series 10) – 14559 W. Grand A
3. Albertson's #977 (Series 9) – 14551 W. Grand Avenue
4. Ray's Pizza (Series 12) – 14545 W. Grand Avenue
5. Fuzzy's Sports Bar & Grill (Series 12) – 18795 N. Reems Rd. #107 - 109
6. China City Super Buffet (Series 12) – 18885 N. Reems Rd. #101
7. Safeway #1520 (Series 9) – 14505 W. Grand Avenue (Expired)
8. Chevron Food Mart (Series 10) – 14445 W. Grand Avenue
9. Outback Steakhouse #0323 (Series 12) – 14225 W. Grand Avenue
10. Texas Roadhouse (Series 12) – 14175 W. Grand Avenue
11. Trader Joe's #92 (Series 10) – 14095 W. Grand Avenue
12. Crooked Putter Restaurant (Series 12) 14260 W. Meeker Blvd. (Unincorporated Maricopa County)

The immediate area is composed of commercial establishments. The property is zoned PAD (C-2) which is consistent with the proposed use.

Residential population will most likely remain static. Commercial growth will likely remain static.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no affect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.



Surprise Fire-Medical Department

14250 W. Statler Plaza Ste. 101

Surprise, AZ 85374-7479

Phone: 623-222-5000

Fax: 623-222-5001



December 4, 2017

To: Sherry Ann Aguilar

From: James Whitehead, Fire Inspector

Subject: Liquor License Application

Applicant: Denny's #9290
14799 W Grand Ave
Surprise, Arizona 85374

On November 30, 2017, I conducted a fire safety inspection for a liquor license application at the above referenced location to ensure compliance with the applicable fire codes within the tenant space.

This tenant space has some outstanding fire code violations that will need to be corrected however they will be handled through the normal channels and will not interfere with the liquor license application.

Therefore we have no comment on the application at this time.

If you have any questions feel free to contact me.

A handwritten signature in black ink, appearing to read "James Whitehead".

James Whitehead, Fire Inspector
Fire Prevention Division
Surprise Fire-Medical Department

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

December 7, 2017

License Number 1207B231
New License, LLC.

APPLICANT:

Denny's #9290
14799 W. Grand Ave
Surprise, Arizona 85374

FINDINGS:

- 1) **Evidence concerning the nature of the proposed business, its potential market and its likely customers.**
Denny's #9290 is a full service restaurant with a total capacity of 155 persons. As such, its potential market is local Surprise residents and residents of the Northwest Valley. There is no separate bar area for this restaurant.
- 2) **Effect of vehicular traffic in close proximity.**
There is no evidence of any effect to the established traffic in this area. There are adequate areas for ingress and egress off of Grand Avenue and with Reems Road. Denny's is an established eatery in the area and the liquor license should have no effect on vehicular traffic.
- 3) **The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.**
There has been no report of liquor violations at this location, since this is a new license. However there have been ten calls of service for theft; all of which were from customers fleeing without paying their tab. The last call for service here was in November of 2016. There were also three reported calls of fraud
- 4) **Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.**
Denny's is open 24 hours a day, every day. There are some fast food restaurants in the area which have drive-thrus that usually close by midnight
- 5) **Appropriateness of series license requested.**
A series 12 license is applicable for this restaurant.

Submitted by Officer C. E. Tovar #2059



MEMO

Date: 12/08/2017

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Accounting Support Specialist
RE: Liquor License Application – Denny’s #9290

Business License Status:

License #1019718, current and valid for 2017 and 2018.



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date: December 19, 2017 Contact Person: Sherry Ann Aguilar, City Clerk
Submitting Department: District: 3
Staff Recommendations: None

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on a request by Jeffrey Craig Miller (Agent) for a series 12 New License for Denny's #9319 located at 16487 W. Bell Road, #109, Surprise, Arizona 85374 (License No. 1207B229).

Motion:

I move to approve a request by Jeffrey Craig Miller (Agent) for a series 12 New License for Denny's #9319 located at 16487 W. Bell Road, #109, Surprise, Arizona 85374 (License No. 1207B229).

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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- ☐ [Fire Report](#)
 - ☐ [CD Report](#)
 - ☐ [CD Report Written](#)
 - ☐ [FINANCE REPORT](#)
 - ☐ [Police Report](#)
-



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



December 4, 2017

To: Sherry Ann Aguilar
From: James Whitehead, Fire Inspector
Subject: Liquor License Application
Applicant: Denny's #9319
16487 W Bell Rd
Surprise, Arizona 85374

On November 30, 2017, I conducted a fire safety inspection for a liquor license application at the above referenced location to ensure compliance with the applicable fire codes within the tenant space.

This tenant space has some outstanding fire code violations that will need to be corrected however they will be handled through the normal channels and will not interfere with the liquor license application.

Therefore we have no comment on the application at this time.

If you have any questions feel free to contact me.

James Whitehead, Fire Inspector
Fire Prevention Division
Surprise Fire-Medical Department

Denny's 9319

PAD
Sun City Grand

PAD
Kingswood Park

CC, C-2

PAD
Surprise Village
Marketplace

RR,
R1-43

RH, R-3

PAD
Surprise Farms

PAD
Northwest Ranch

PAD
Mountain Vista Ranch

PAD
Orchards

CN, C-1

CC, C-2

PAD
Happy Trails

RL-5, R1-5



COMMUNITY DEVELOPMENT DEPARTMENT

Date: December 6, 2016

To: Sherry Aguilar, City Clerk

From: Eric Fitzer, Community Development Director
James Stewart, Zoning Specialist

Re: Liquor License Application for:

**Denny's #9319
New License, LLC.
16487 W. Bell Road, #109
Surprise, Arizona 85374**

The number and series of licenses in close proximity to the subject site are:

1. Sam's Club #4955 (Series 9) – 16573 W. Bell Rd.
2. Peter Piper Pizza (Series 12) – 16641 W. Bell Rd. (EXPIRED)
3. Safeway Food & Drug #1997 (Series 9) – 17049 W. Bell Rd.
4. Walgreens #6806 (Series 10) – 17088 W. Bell Rd.
5. Amuse Bouche (Series 12) – 17058 W. Bell Rd. (EXPIRED)
6. Golden Wei Chinese Cuisine (Series # 12) – 17104 W Bell Rd.
7. Eddie's European Bistro (Series 12) – 16846 W. Bell Rd. (EXPIRED)
8. Rumors Sports Bar (Series 6) – 16846 W. Bell Rd #100
9. Albertson's #1026 (Series 9) – 16750 W. Bell Rd. (EXPIRED)
10. Corner Store #1713 (Series 10) – 16794 W. Bell Rd.
11. Fry's Food & Drug #61 (Series 9) – 15510 W. Bell Rd.
12. Lucky's Pizza #3 (Series 12) – 15508 W. Bell Rd.
13. Walgreens #4620 (Series 10) – 15490 W. Bell Rd.
14. 4 Sons Food Store (Series 10) – 15505 W. Bell Rd.
15. Tailgaters Sports Grill (Series 12) – 15529 W. Bell Rd.
16. Booty's (Series 12) – 15557 W. Bell Rd. #404,4054 & 406
17. Macayo Mexican Kitchen (Series 10) – 15565 W. Bell Rd.
18. Richi's Diner (Series 12) – 15609 W. Bell Rd. #100
19. Circle K #3395 (Series 10) – 16247 W. Bell Rd.
20. Babbo Italian Eatery (Series 12) – 16433 W. Bell Rd.

The immediate area is comprised of commercial establishments. The property is zoned PAD C-2 which is consistent with the proposed use.

Commercial and residential growth is expected to remain static.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no affect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.



MEMO

Date: 12/08/2017

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Fiscal Support Specialist

RE: Liquor License Application – Dine Plus LLC dba Denny's #9319

Business License Status:

Application packet mailed on 12/8/17.

Mailed to:

Dine Plus, L.L.C.
dba Denny's #9319
Attn: Mr. Jeffrey C. Miller
P.O. Box 2502
Chandler, AZ 85244

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

December 7, 2017

License Number 120
New License, LLC.

APPLICANT:

Denny's #9319
16487 W. Bell Road #109
Surprise, Arizona 85379

FINDINGS:

- 1) **Evidence concerning the nature of the proposed business, its potential market and its likely customers.**
Denny's #9290 is a full service restaurant with a total capacity of 128 persons. As such, its potential market is local Surprise residents and residents of the Northwest Valley. There is no separate bar area for this restaurant.
- 2) **Effect of vehicular traffic in close proximity.**
There is no evidence of any effect to the established traffic in this area. There is adequate access for ingress and egress off Bell Road. Denny's is a new but already established eatery in the area and the liquor license should have no effect on vehicular traffic.
- 3) **The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.**
There has been no report of liquor violations or any crime at this location.
- 4) **Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.**
Denny's is open 24 hours a day, every day. There are some fast food restaurants in the area which have drive-thrus that usually close by midnight
- 5) **Appropriateness of series license requested.**
A series 12 license is applicable for this restaurant.

Submitted by Officer C. E. Tovar #2059



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 19, 2017	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the minutes of the Regular City Council Work Session, Regular City Council Meeting and Executive Session of December 5, 2017.

Motion:

I move to approve the meeting minutes.

Background:

As a reminder, the Executive Session Minutes from December 5th, 2017 will be distributed to Council, reviewed, then collected before action is taken on the minutes as part of our process for approving Executive Session minutes.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

- ☐ [Minutes](#)
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CITY OF SURPRISE
Regular City Council Work Session Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, December 5, 2017 @ 05:00 PM

Call to Order

Roll Call

Vice Mayor Tande called the **Regular City Council Work Session** to order at 05:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, December 5, 2017**. Also in attendance with Vice Mayor Tande were Council Member Winters, Council Member Duffy, Council Member Remley, Council Member Hall, Mayor Wolcott (excused), and Council Member Hayden (excused).

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

Pledge of Allegiance

Call to the Public

Regular Agenda Item - Public Hearing

Regular Agenda Item - Non-Public Hearing

1 – Presentation and discussion on Wireless Facilities located in the Right-Of-Way - NO ACTION

City Planner Hobart Wingard gave a powerpoint presentation regarding this item.

Council Member Hall - Locations of wireless facilities?

Council Member Remley - Multiple, is this one or 5 on top of the street light in the photos? Is it one per provider? How will this work?

Regular City Council Work Session Minutes – December 5, 2017 – Page 2

Vice Mayor Tande - To put this in context, looking forward and making sure we are competitive, are the providers willing to come out and talk about plans. service, etc.? This is also an economic development issue.

2 – Presentation and discussion pertaining to Council Meeting invocations - NO ACTION

City Attorney Wingo gave a powerpoint presentation regarding this item. Invocations and their implications.

- * Gave an overview of invocations with various government entities.
- * First Amendment overview
- * Establishment Clause Challenge
- * Supreme Court rulings Marsh vs. Chambers
- * Cannot advance one religion or belief over another
- * City of Lancaster, CA - Informal practice of prayers - Went to the voters of the City and passed.
- * Town of Greece, upstate New York - Adopted a policy, sued and ruling upheld
- * Outlined a guidance on critical elements of invocation policy.
- * Some jurisdiction chose to have a moment of silence.
- * Open to any religion or beliefs in the community

Council Member Winters - Remley's idea is commendable but there are questions that could open up a can of worms.

City Clerk Aguilar gave a historical overview of having an invocation over the years, agendized, then changed to a moment of silence.

Council Member Remley - Chamber of Commerce - After the pledge we are asked to remain standing for the invocation or moment of silence. Is this unconstitutional?

Council Member Remley - The administrative side of it, would the City Clerk necessarily be responsible for handling the requests for that particular meeting. Could it be organized by the City Manager's Secretary?

Council Member Remley - To set the record straight, I came from a religious background that started the moment of silence, but that doesn't mean that I am prejudice against any other faith.

Vice Mayor Tande - Great presentation, real concise and it's a tough topic. Does open us up to those questions we have to deal with. Would there be a distinction if we don't put in on the agenda, a group of volunteers meet 15 minutes before the meeting and meet out in the courtyard, to say a prayer, is this an option?

Regular City Council Work Session Minutes – December 5, 2017 – Page 3

City Attorney Wingo - Will be hard to determine if the City is opening up a space for this on City property, it will still implicate the same laws, it will have the City's stamp of approval. Foreseeable some other issues I could see. Will need to analyze this.

Vice Mayor Tande - You gave us a list of options, if Council decided to do status quo, what if we didn't take any action?

City Attorney Wingo - No action needs to be taken.

Council Member Winters - Addressing Vice-Mayor Tande's idea of being outside. Raymond Grimm organized a National Day of Prayer outside of the City Hall area, what is your thought on this?

City Attorney Wingo - You can't form a prayer in the middle of City Hall and obstruct City business.

Council Member Hall - I noticed on Lancaster's policy, it says shortly before the gavel to open the meeting.

Council Member Hall - I think it is worth the discussion, I just reticent to have this be a big issue for devil worshipers that wants to speak at one of our meetings.

Council Member Duffy - This is not the same world we live in today, I personally don't have a problem, but I don't want anyone to feel uncomfortable in the meetings. It's a slippery slope, is it worth it?

Council Member Remley - The reason I brought this before us is that I think it did deserve the discussion we are having this evening. The gravity and seriousness of the meetings we are holding, needs to be respected. The residents hold us to a higher standard, and the folks who come here to speak and respect the body that we are. Congress has an invocation for a reason.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Work Session of December 5, 2017 at 5:57 PM. Council Member Remley seconded the motion. Five yes votes, two excused (Wolcott and Hayden), motion carried.

Regular City Council Work Session Minutes – December 5, 2017 – Page 4

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 5, 2017.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, December 5, 2017 @ 06:10 PM

Call to Order

Roll Call

Vice Mayor Tande called the **Regular City Council Meeting** to order at 06:10 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, December 5, 2017**. Also in attendance with Vice Mayor Tande were Council Member Winters, Council Member Duffy, Council Member Remley, Council Member Hall, Mayor Wolcott (excused), and Council Member Hayden (excused).

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

The National Recreation and Parks Association recognized Surprise's efforts to provide high quality parks and recreation services and experience to its residents and visitors.

Mark Hershman, a member of the 15-member accreditation commission. Recreation accreditation compliance requirements. Formal application process, written reports then a hearing with the accreditation commission. Introduced Donna Miller and staff to receive their award of accreditation.

Kingswood Elementary School - Rachel's Challenge.

City Attorney Report

City Clerk Report

Call to the Public

Consent Agenda

1 – Consideration and action pertaining to acceptance of certain public utility improvements at Marketplace at the City, generally located at Tierra Buena Lane and Litchfield Road; Resolution # 2017-125 - APPROVED

2 – Consideration and action pertaining to declaring the City's intention to establish a street lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the Rancho Mercado Parcel A14 #160 Street Lighting Improvement District; Resolution #2017-103 - APPROVED

3 – Consideration and action pertaining to an amendment of the Fiscal Year 2018 budget by reallocating appropriations of \$53,400 from contingency within the Grants Fund to the Neighborhood Revitalization Fund to increase budget authority for the 2017 Community Development Block Grant (CDBG) Program; Resolution # 2017-141 - APPROVED

4 – Consideration and action pertaining to the final plat entitled, "Rancho Mercado Parcel A14" dated July 19, 2017, a approximately 20.13 acre property located generally north of the Happy Valley Road alignment between the Bullard Road and Litchfield Road alignments - APPROVED

Council Member Winters asked that this item be removed from consent for discussion.

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

Council Member Winters - Happy Valley Road, are they making progress with the private land owners?

Mr. Kuhfuss - Yes we are making progress with the property owners.

Council Member Winters made the motion to approve the final plat entitled "Rancho Mercado Parcel A14". Council Member Hall seconded the motion. Five yes votes, two excused (Wolcott and Hayden), motion carried.

5 – Consideration and action pertaining to a request by the Surprise Arts & Cultural Advisory Commission to hold a joint meeting with the Tourism Advisory Commission and the Community & Recreation Advisory Commission - APPROVED

6 – Consideration and action on a request for a series 12 liquor New License/Interim Permit for Las Fuentes Mexican Grill located at 13621 N. Litchfield Road, Suite 131, Surprise, AZ 85379 (1207B206) - APPROVED

7 – Consideration and action on a request for a Series 12 liquor license application for Sakura Sushi Teppan Steak Seafood (New License) located at 16525 W. Bell Road, Surprise, AZ 85388 (1207B205) - APPROVED

8 – Consideration and action on the 2018 Work Session and Regular Council Meeting schedule - APPROVED AS AMENDED

Councilmember Duffy asked that this item be removed from consent for discussion.

Council Member Remley made the motion to approve the 2018 schedule with the removal of the January 2, 2018 Work Session and Council Meeting. Council Member Winters seconded the motion. Five yes votes, two excused (Wolcott and Hayden), motion carried.

9 – Consideration and action on the minutes of the Special Joint Council/Planning & Zoning Meeting of November 9, 2017 and the Work Session and Regular Council Meeting of November 21, 2017 - APPROVED

Council Member Hall made the motion to approve the consent agenda excluding items 4 and 8. Council Member Remley seconded the motion. Five yes votes, two excused (Wolcott and Hayden), motion carried.

Regular Agenda Item - Public Hearing

10 – Consideration and action pertaining to approval of the preliminary plat entitled, "Mirano at Desert Oasis" dated July 17, 2017, to allow for the development of a single-family residential subdivision in the Desert Oasis at Surprise PAD located on the Northwest corner of Jomax Road and 171st Avenue - APPROVED

City Planner, Sergio Angulo gave a powerpoint presentation regarding this item.

Ed Hanzel - Nice green spaces, but asking where will people park to have their kids play in the playground. Most parents won't walk two blocks to get to the park.

Regular City Council Meeting Minutes – December 13, 2017 – Page 4

Council Member Winters made the motion to approve the preliminary plat entitled "Mirano at Desert Oasis". Council Member Hall seconded the motion. Five yes votes, two excused (Wolcott and Hayden), motion carried.

Regular Agenda Item - Non-Public Hearing

11 – Consideration and action pertaining to Neighborhood Grant Program awards as recommended by the Subcommittee on Community Outreach, Partnerships, and Grants for the fiscal year 2018 - APPROVED

Seth Dyson and Jodi Tas gave a presentation on this item. Council member Duffy served as the Council liaison for this committee.

Council Member Hall made the motion to approve the Neighborhood Grant Program awards. Council Member Winters seconded the motion. Five yes votes, two excused (Wolcott and Hayden), motion carried.

Other Business

Mayor/Council Report

Vice Mayor and Council reported on the events that they attended.

Council Member Winters made the motion to recess the Regular City Council Meeting and enter into executive session at 7:05 PM. Council Member Duffy seconded the motion. Five yes votes, two excused (Wolcott and Hayden), motion carried.

Executive Session

Consideration and action to enter into executive session for discussion and consultation with staff and legal counsel to consider the City Council's position and instruct staff regarding negotiations with Ottawa University for the lease and/or sale of real property in the proximate vicinity of Surprise City Hall and Surprise Stadium pursuant to A.R.S. 38-431.03(A)(3) and 38-431.03(A)(7).

Adjournment

Council Member Duffy made the motion to adjourn the Regular City Council Meeting of December 5, 2017 at 7:56 PM. Council Member Hall seconded the motion. Five yes votes, two excused (Wolcott and Hayden), motion carried.

Regular City Council Meeting Minutes – December 13, 2017 – Page 5

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, December 5, 2017.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 19, 2017	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a rezone of the approximately 188.01 acre residential portion of the Rio Ranch PAD, generally located one mile west of the intersection of West Grand Avenue and West Happy Valley Road, from Low Density Residential, R1-5-PAD, and Medium Density Residential, R-2-PAD, to Low Density Residential, RL-5-PUD, and Medium Density Residential, RM-6-PUD and RM-9-PUD; Ordinance # 2017-22.

Motion:

I move to approve Ordinance # 2017-22.

Background:

Goodwin and Marshall, Inc. on behalf of Klondike Land Portfolio, seeks approval of a Rezone with PUD Overlay for the approximately 188.01 acre residential portion of the 232.90 acre Rio Rancho PAD. The amendment proposes to lower the overall density from 4.92 du/A to 3.55 du/A, lower the lot count from 906 units to 669 units, and provide for more traditional product types. The Planning and Zoning Commission heard the request during their regular meeting of December 5, 2017 and recommended approval per staff recommended stipulations 'A' thru 'C.'

Objective Analysis:

The proposed Rezone with PUD Overlay is the initial phase of the Rio Rancho Development. Approval of the subject Rezone with PUD Overlay will allow the applicant to begin designing infrastructure necessary for the application of Preliminary and Final Plats. The proposed Rezone with PUD Overlay is consistent with the SUDC and other regulatory documents. Additionally, outside reviewing agencies have expressed no objections to the request.

Policy Compliant:

The Surprise General Plan 2035 shows the subject properties as lying within the Neighborhood Character Area, which supports Suburban Neighborhoods at a density of two (2) to eight (8) dwelling units per acre (du/A). The Rio Rancho development is proposing a density of 3.55 du/A.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:**Click to download**

- ☐ [00 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Staff Report](#)
- ☐ [01 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Vicinity Maps](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 1 Narrative](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 2 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 3 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Pt 4 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 5 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 6 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 7 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 8](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 9 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 10 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 11 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 12 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 13 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 14 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 15 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 16 Graphics](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document 17 Legal](#)
- ☐ [02 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Rezone Document Pt 18 School](#)

- ☐ [04 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Citizen Participation](#)
 - ☐ [03 - FS17-259, Rio Rancho Estates Rezone with Planned Unit Development \(PAD\) Overlay, RFLS:5978, Ordinance 2017-22 - Presentation](#)
 - ☐ [Ordinance 2017-22 Rio Rancho Estates Rezone](#)
-

REZONE WITH PUD OVERLAY

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS17-259

Project Name: Rio Rancho Estates Residential Development

Council District: 1 - Acacia

Meeting Date: December 19, 2017

Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

Owner: Klondike Land Portfolio

Applicant: Goodwin and Marshall, Inc.

Request: A Rezone of the residential portion of the Rio Rancho Planned Area Development (PAD) to a Planned Unit Development (PUD) Overlay to accommodate modified development standards and densities.

Site Location: Generally, one (1) mile west of the intersection of West Grand Avenue and West Happy Valley Road.

Site Size: Approximately 188.01 acres of the approximately 232.90 acre Rio Rancho PAD.

Density: Approximately 3.55 dwelling units per acre (du/A)

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

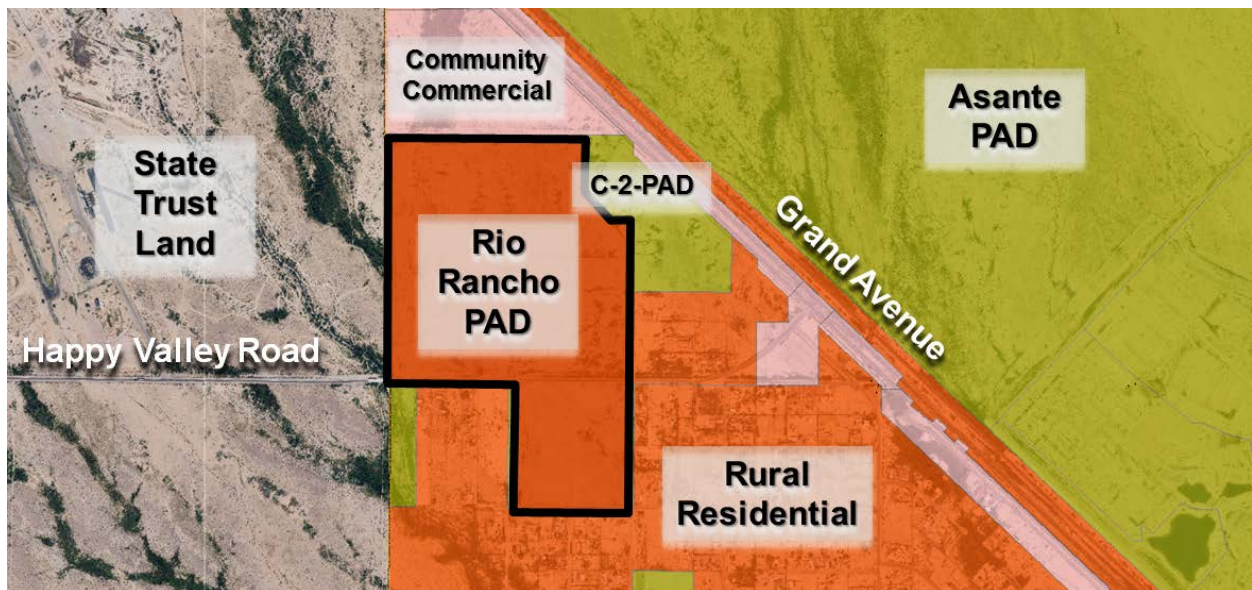
Support/Opposition: A Citizens Review meeting was held on Wednesday July 12, 2017 at the Comfort Inn & Suites located on the southwest corner of Bell Road and Grand Avenue. While most attendees sought additional information regarding the proposal, a single resident voiced concerns over the plans for Happy Valley Road as the speed limit may increase and additional traffic may negatively impact the character of the neighborhood. Additional information may be found in the Citizen Review Participation Report.

PROJECT DESCRIPTION:

Goodwin and Marshall, Inc. on behalf of Klondike Land Portfolio, seeks approval of a Rezone with PUD Overlay for the approximately 188.01 acre residential portion of the 232.90 acre Rio Rancho PAD. The amendment proposes to lower the overall density from 4.92 du/A to 3.55 du/A, lower the lot count from 906 units to 669 units, and provide for more traditional product types.

EXISTING ZONING:

The following map and chart depicts the existing zoning of the subject parcels and its surroundings for the specific area to be developed:



State Trust Land	Community Commercial (CC) Vacant	Rural Residential (RR) Vacant
	Rio Rancho PAD	Rio Rancho PAD Vacant Commercial
	Rural Residential (RR) Vacant	

BACKGROUND:

April 12, 2001: The subject parcels were annexed into the City of Surprise by the Mayor and City Council under Ordinance 01-04.

April 12, 2001: The Mayor and City Council approved a PAD for Rio Rancho Estates under Case PAD00-035.

January 27, 2005: The Mayor and City Council approved a PAD Amendment for Rio Rancho Estates under Case PADA04-201.

June 23, 2005: The Mayor and City Council approved a Preliminary Plat for Rio Rancho North under Case FP04-203.

June 23, 2005: The Mayor and City Council approved a Preliminary Plat for Rio Rancho South under Case FP04-303.

July 13, 2006: The Mayor and City Council approved a Final Plat for Rio Rancho Parcel 5 under Case FP05-463.

July 13, 2006: The Mayor and City Council approved a Final Plat for Rio Rancho Parcel 6 under Case FP06-464.

June 14, 2007: The Mayor and City Council approved a Final Plat for Rio Rancho Parcel 2 under Case FP06-266.

June 14, 2007: The Mayor and City Council approved a Final Plat for Rio Rancho Parcel 1 under Case FP06-267.

September 18, 2014: Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under Case CR14-337.

February 16, 2017: Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under Case CR17-050.

May 23, 2017: The applicant filed a request for a Rezone with PUD Overlay under Case FS17-259, the subject case.

July 12, 2017: The applicant a Citizen Review Meeting at the Comfort Inn and Suites located at 13337 West Grand Avenue at 6:00 PM.

December 7, 2017: Staff met with the applicant to discuss a Preliminary Plat during a regularly scheduled Concept Review meeting under Case CR17-649.

December 7, 2017: The Planning and Zoning Commission recommended approval to the Mayor and City Council of the PAD Zoning Amendment under Case FS17-259, the subject case.

ANALYSIS AND DISCUSSION:

The Rio Rancho development was initiated in 2001. The initial PAD envisioned a 194.3 acre community with 39.5 acres of commercial land and 154.8 acres of low to high density residential. In 2005, an amendment to the PAD resulted in a proposed 233 acre community that increased the residential portion by 39 acres.

The current request is to only to modify the approximately 188.01 acre residential portion of the 232.90 acre Rio Rancho PAD. The proposal proposes to lower the overall density from 4.92 du/A to 3.55 du/A, lower the lot count from 906 to 669 dwelling units, a reduction of 26 percent.

The PAD Zoning Amendment sought in this request will:

- Rezone 188.01 acres of PAD residential zoning.
- Introduce four (4) residential lot types.

- Modify and identify setbacks for residential lots.
- Modification of block length requirements.
- Modified open space and trails.

Rezoning:

The Rezoning of the residential portion of the Rio Rancho PAD is proposed to be modified to provide a more traditional type of development as opposed to the multiple types of medium density residential products planned previously such as 'Z' lots, 6 pack clusters, and attached housing. The residential parcels will be removed from the Rio Rancho PAD and provided a PUD Overlay. The advantage of the PUD type of development is that the various regulations of the code, such as lighting, parking, landscaping, will be associated with the code in effect at the time of design verses the PAD which often 'freezes' the code to the version in effect of the time of the PAD.

Lot Types:

The lot types for the project are planned to evolve from the existing PAD which allowed for 810 lots provided for attached and detached medium density parcels and 116 low density residential lots:

Current PAD Zoning	Dimensions	Lot Count
R1-5-PAD - Low Density Residential	68 feet by 120 feet 58 feet by 115 feet	116
R-2-PAD - Medium Density Residential	52 feet by 90 feet 42 feet by 90 feet 48 feet by 110 feet	504
R-2-PAD - Medium Density Residential	Dimensions to be established at site plan review. Typical of 'Z' Lots, cluster, and attached housing	306
Total		926

The Rio Rancho Estates PUD proposes the following matrix of residential lot types, a reduction of 257 units (28 percent decrease):

Proposed PUD Zoning	Dimensions	Lot Count
R1-5-PUD - Low Density Residential	63 feet by 115 feet	98
RM-6-PUD - Medium Density Residential	58 feet by 115 feet 53 feet by 115 feet	286
RM-9-PUD - Medium Density	48 feet by 110 feet	285

Residential		
Total		669

Setbacks:

The applicant is requesting the setbacks provide for the proposed zoning districts be modified slightly to accommodate the proposed housing product:

- RL-5 Low Density Residential – Proposes ‘Total Side Setbacks’ to be modified from 15 feet to 13 feet and the maximum height from 30 to 35 feet.
- RM-6 and RM-9 Medium Density Residential – As the variety of products range widely for the medium density designation, the SUDC indicates that the side setbacks are to be determined (TBD). The PUD Overlay will provide side setbacks identical to the low density district.

Block Length:

The current SUDC indicates that the maximum size of residential blocks within a subdivision shall either generally have a maximum width of 800 feet or be designed to accommodate no more than ten (10) single-family residential lots on either side of a local street.

The Rio Rancho Rezone with PUD Overlay proposes to eliminate this requirement because of the amount and quality of open space and the smaller overall size compared to a majority of the PADs on file with the City.

Open Space:

The Rio Rancho Estates is proposing to provide substantial open space, trails, and recreational amenities. Total open space as conceptually planned is approximately 20.63 percent of the overall gross acreage. 38.78 acres of open space is proposed consisting of 11.5 acres of active open space and 27.28 acres of passive open space. Proposed is approximately 2 miles of open space trails connecting all of the community to the major park features. In addition, as the southeastern corner of the project intersects a regional trail proposed by the City of Surprise Parks and Recreation Master Plan, the trail along the western side of the development is available to be included in the Regional Trail system and may be open to the public if so desired by the City.

UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	Beardsley
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	SWG

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject properties as lying within the Neighborhood Character Area, which supports Suburban Neighborhoods at a density of two (2) to eight (8) dwelling units per acre (du/A). The Rio Rancho development is proposing a density of 3.55 du/A.

REVIEWING AGENCIES:

In addition to the standard City reviewing agencies, who indicate no objections to the requests, Luke Air force Base, Maricopa Water District, and ADOT were included in the routing of this case and posed no opposition.

SUMMARY:

This proposed Planned Unit Development Overlay is well designed and will provide specific development standards to allow for the development of the 188.01 acres residential community west of the intersection of Grand Avenue and Happy Valley Road.

FINDINGS:

- The proposed PAD Zoning Amendment is consistent with the Surprise General Plan
- The reviewing agencies have indicated no objections to the request

ACTION OPTIONS:

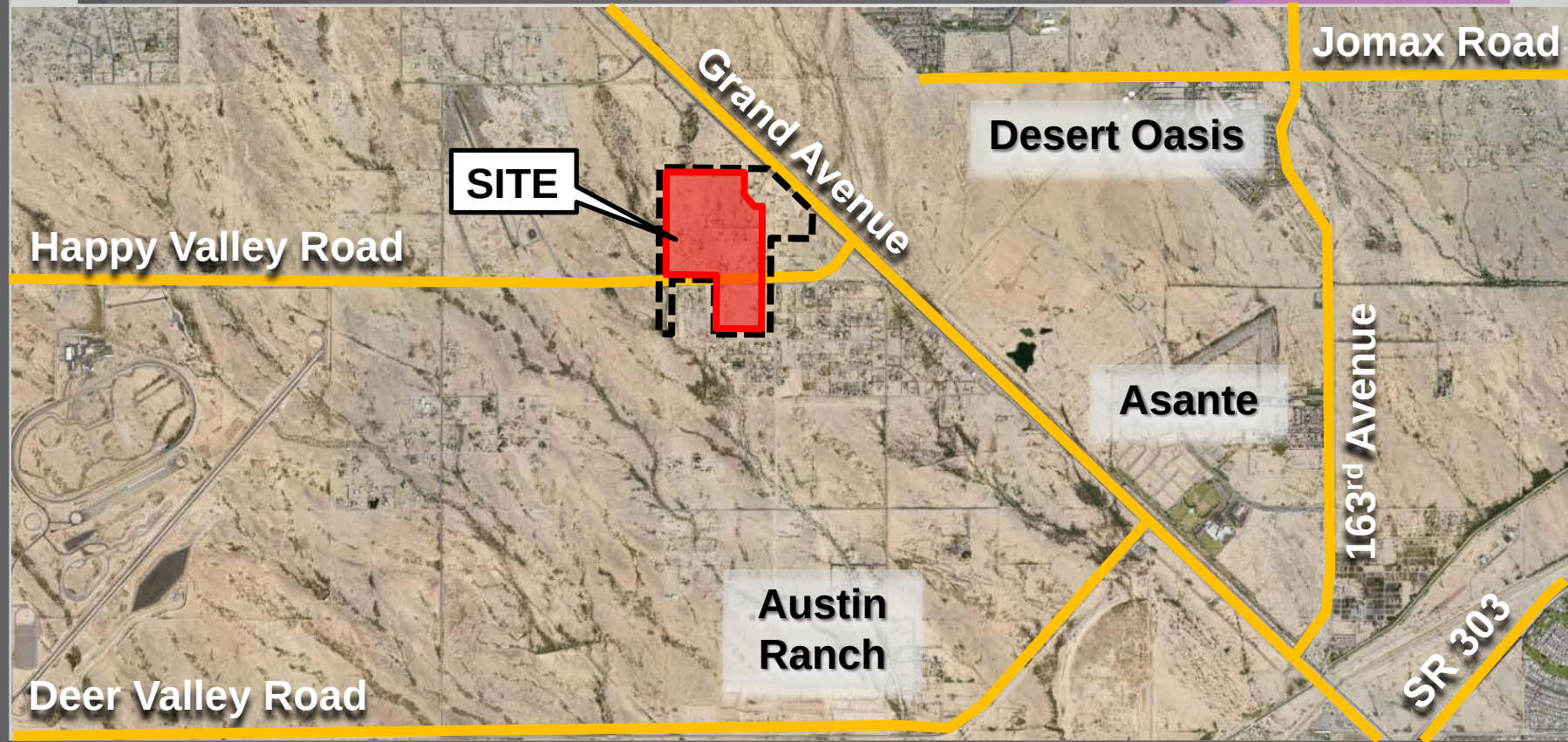
Should the Mayor and City Council choose to approve the proposed Rio Rancho Rezone with PUD Overlay subject to Stipulations 'A.' through 'C.' as shown below:

- A. Development and use of the Rio Rancho Residential Development site will be in conformance with the project narrative entitled "*Rezoning Case for Rio Rancho Estates*," prepared by Goodwin and Marshall, Inc., consisting of 54 pages date revised October 16, 2017.
- B. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.
- C. The Property owner and successors waive claim for diminution in value if the City takes action to rescind approval of this zone change request due to non-compliance with the stipulations of approval.

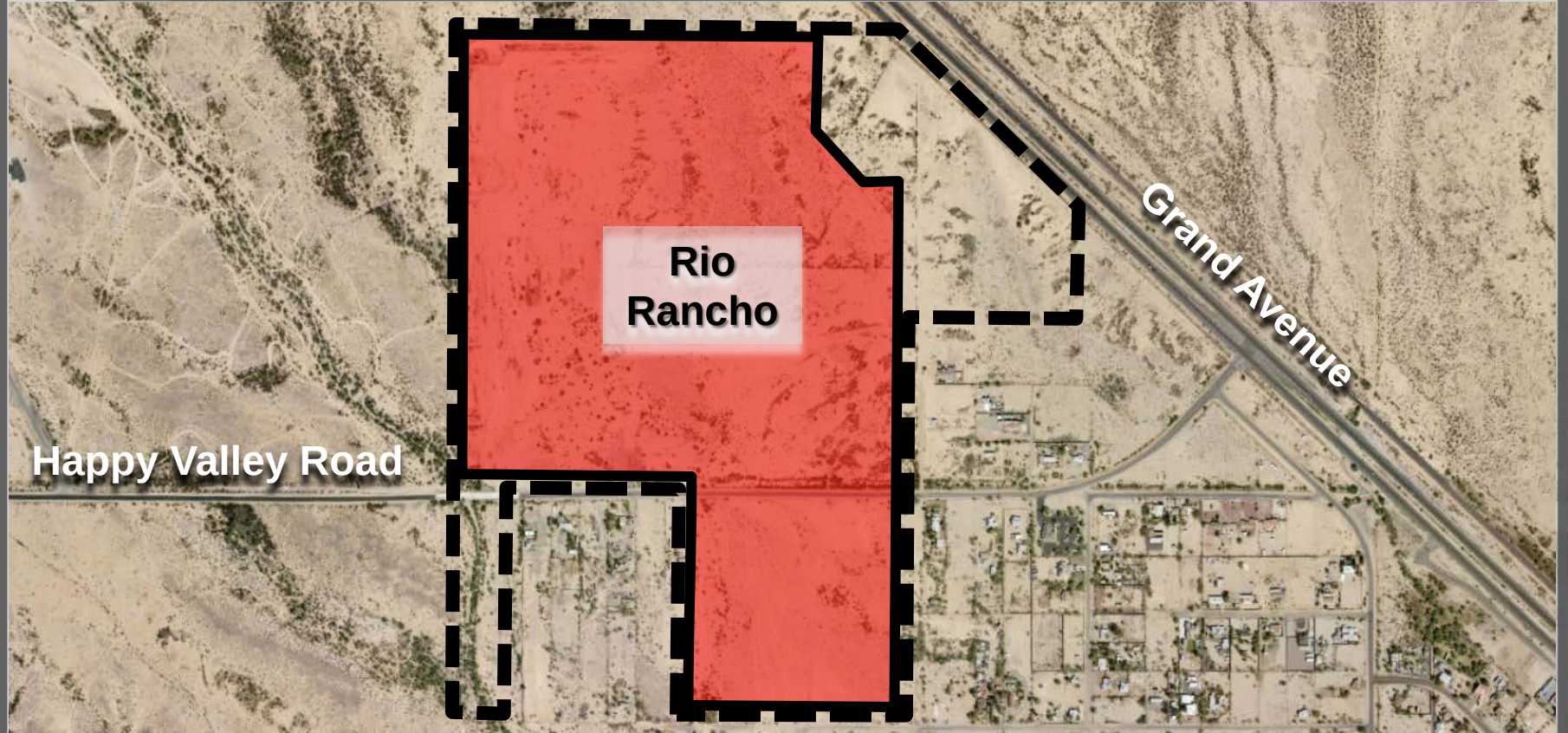
Should the Mayor and City Council wish to recommend denial of the request, the Mayor and City Council should make its own findings and base its decision on those alternative findings.

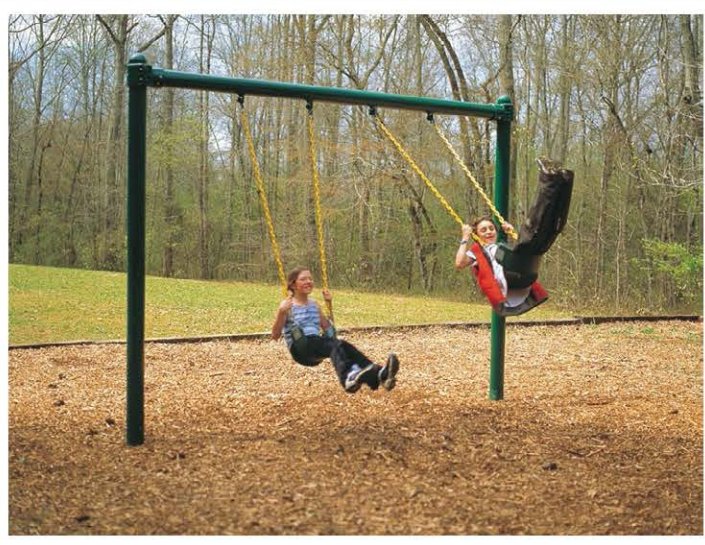
180 **Attachments:**
181
182 01 - Vicinity Maps
183 02 - Rezone Document
184 03 - PowerPoint
185 04 - Citizen Review Participation Report
186 05 - Public Engagement Form
187 06 – Ordinance 2017-

VICINITY MAP



VICINITY MAP





SWINGSET (TYP)



SHADE PAVILION



PLAY EQUIPMENT (TYP)



GRASS PLAY HILL (TYP)



SAND VOLLEYBALL COURT (TYP)



STREET TREES - RIO GRANDE ASH

Rio Rancho

City of Surprise, Arizona

GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
4809 E Thistle Landing Dr, Ste. 100, Phoenix, Arizona 85044
Metro (602) 218-7285

Southwest Value Partners
Dave Henry
7600 East Doubletree Ranch Road Suite 120
Scottsdale, AZ 85258



Phase 1A1
Neighborhood Park

Plate A6
SEPTEMBER 2017



SHADE PAVILION



SEATWALL



PLAY EQUIPMENT (TYP)



GRASS PLAY (TYP)



STREET TREES - RIO GRANDE ASH

Rio Rancho

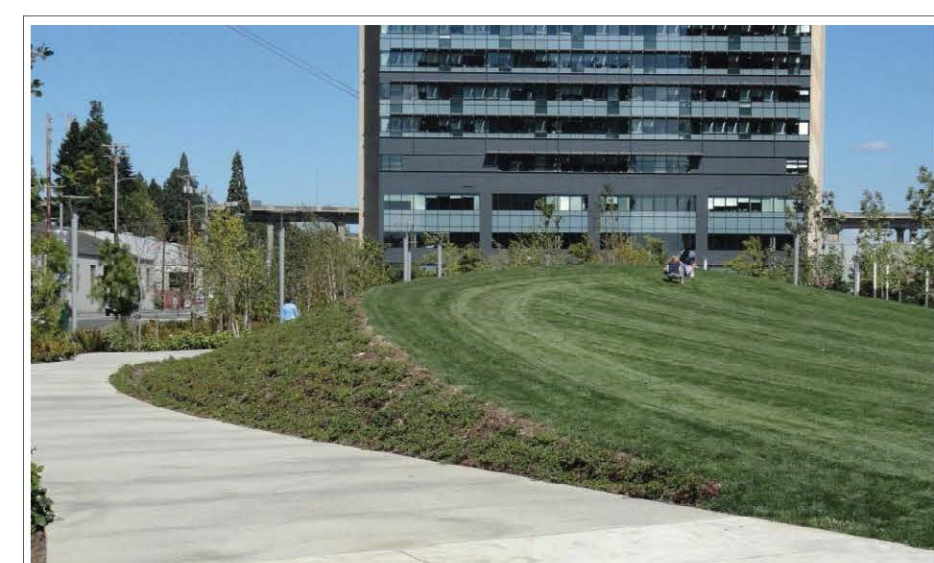
City of Surprise, Arizona

GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
4809 E Thistle Landing Dr, Ste. 100, Phoenix, Arizona 85044
Metro (602) 218-7285

Southwest Value Partners
Dave Henry
7600 East Doubletree Ranch Road Suite 120
Scottsdale, AZ 85258



Phase 1B1
Neighborhood Park
Plate A7
SEPTEMBER 2017



PLAY HILL (TYP)



SHADE PAVILION



PLAY EQUIPMENT (TYP)



TWO SPORT COURTS (TYP)



BENCH WITH BACK



GRASS PLAY (TYP)



STREET TREES - RIO GRANDE ASH

Rio Rancho

City of Surprise,
Arizona

GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
4809 E Thistle Landing Dr, Ste. 100, Phoenix, Arizona 85044
Metro (602) 218-7285

Southwest Value Partners
Dave Henry
7600 East Doubletree Ranch Road Suite 120
Scottsdale, AZ 85258



Phase 2
Neighborhood Park

Plate A8
SEPTEMBER 2017

COMMUNITY ENTRY MONUMENTATION



6' EARTH TONE
CMU BLOCK WALL
W/ CMU CAP

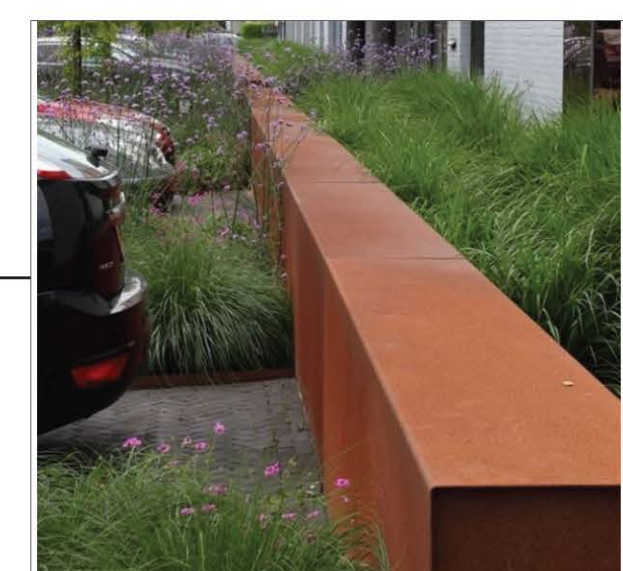
NEIGHBORHOOD ENTRY MONUMENTATION



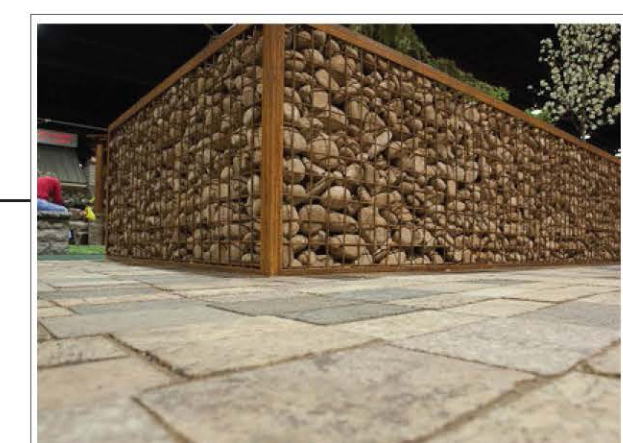
6' EARTH TONE
CMU BLOCK WALL
W/ CMU CAP



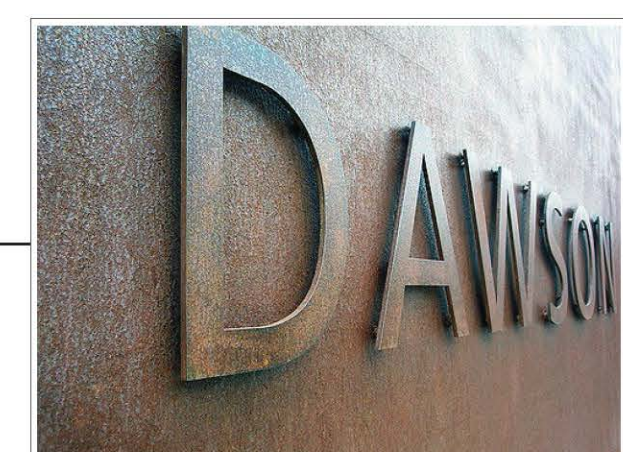
EXTRUDED STEEL SIGN BUILT INTO
ENTRY MONUMENT WALL



CORTEN STEEL WALL



GABION BASKET W/ ANGLE
IRON EDGES



METAL SIGNAGE ATTACHED TO
CMU COMMUNITY WALL

Rio Rancho

City of Surprise,
Arizona

GOODWIN
MARSHALL

CIVIL ENGINEERS - PLANNERS - SURVEYORS
4809 E Thistle Landing Dr, Ste. 100, Phoenix, Arizona 85044
Metro (602) 218-7285

Southwest Value Partners
Dave Henry

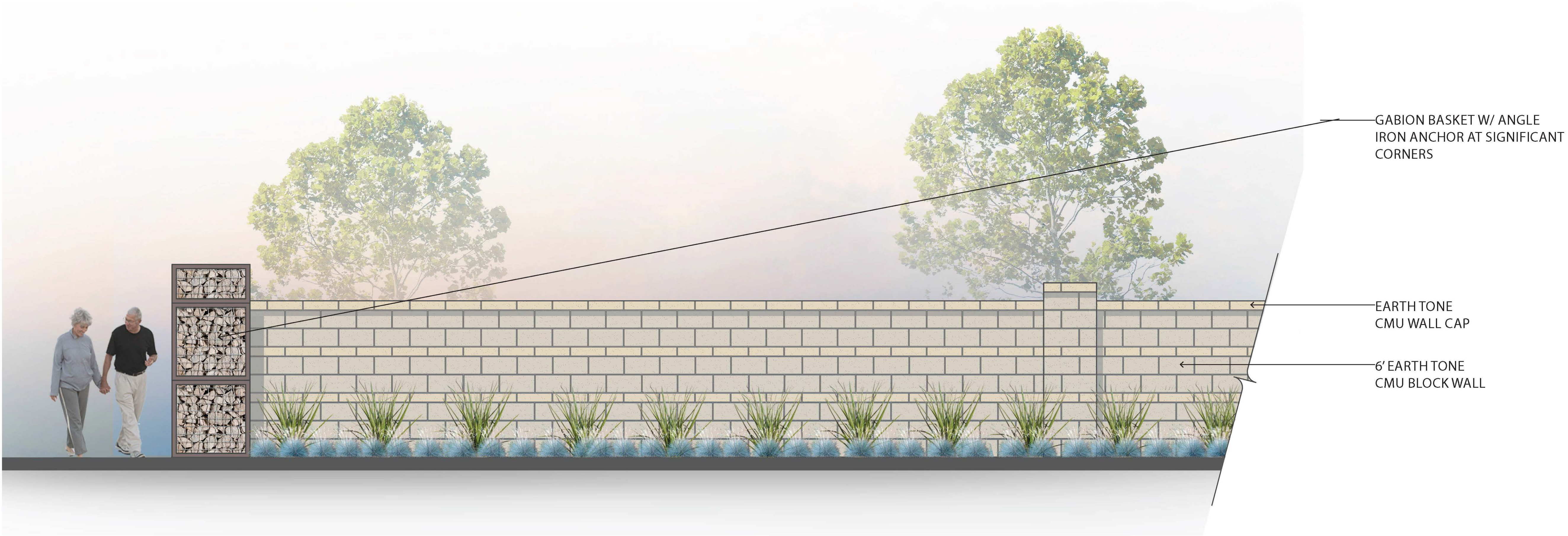
7600 East Doubletree Ranch Road Suite 120
Scottsdale, AZ 85258



Entry
Monumentation

Plate A9
SEPTEMBER 2017

COMMUNITY WALL



Rio
Rancho
City of Surprise,
Arizona

GOODWIN
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
4809 E Thistle Landing Dr, Ste. 100, Phoenix, Arizona 85044
Metro (602) 218-7285

Southwest Value Partners
Dave Henry
7600 East Doubletree Ranch Road Suite 120
Scottsdale, AZ 85258



PRIVACY WALL



Community Wall
Types

Plate A10
SEPTEMBER 2017

PARTIAL NEIGHBORHOOD VIEW WALL



FULL NEIGHBORHOOD VIEW WALL



Rio
Rancho
City of Surprise,
Arizona

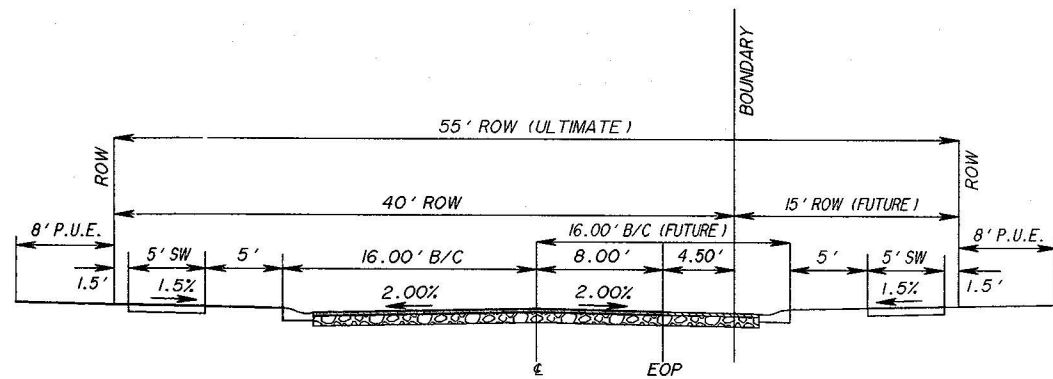
GOODWIN
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
4809 E Thistle Landing Dr, Ste. 100, Phoenix, Arizona 85044
Metro (602) 218-7285

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7600 East Doubletree Ranch Road Suite 120
Scottsdale, AZ 85258

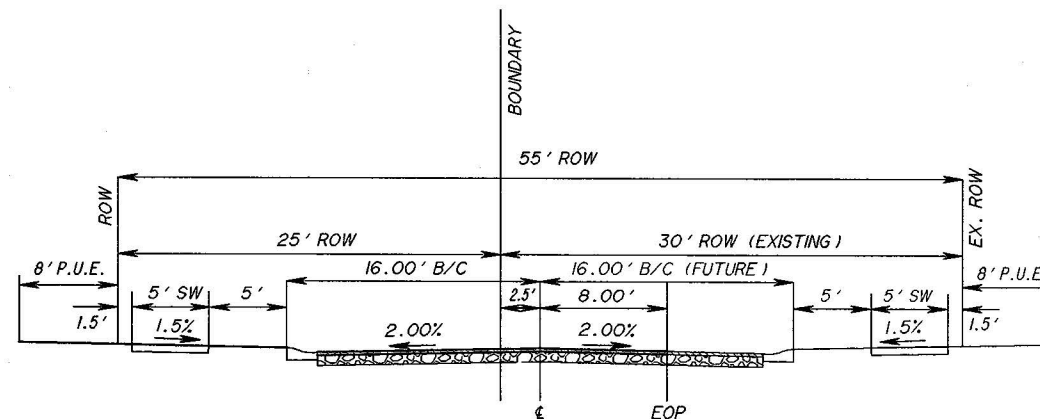


View Wall Types

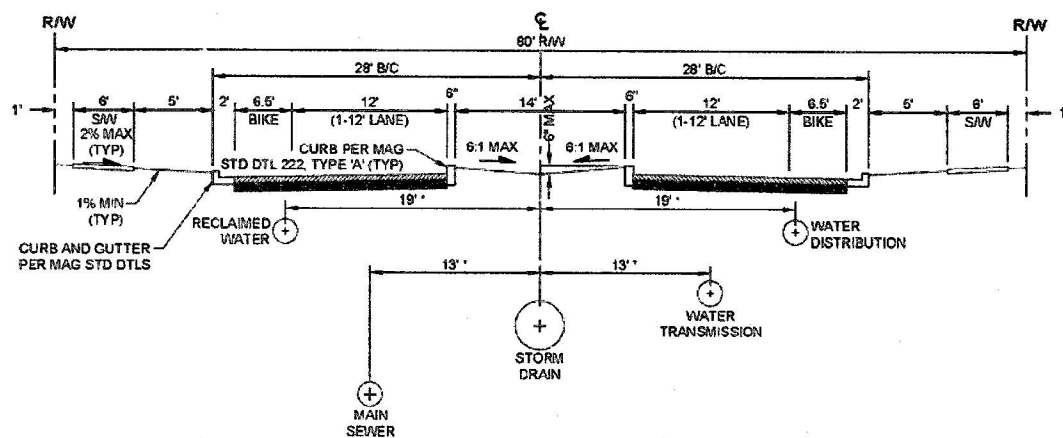
Plate A11
SEPTEMBER 2017



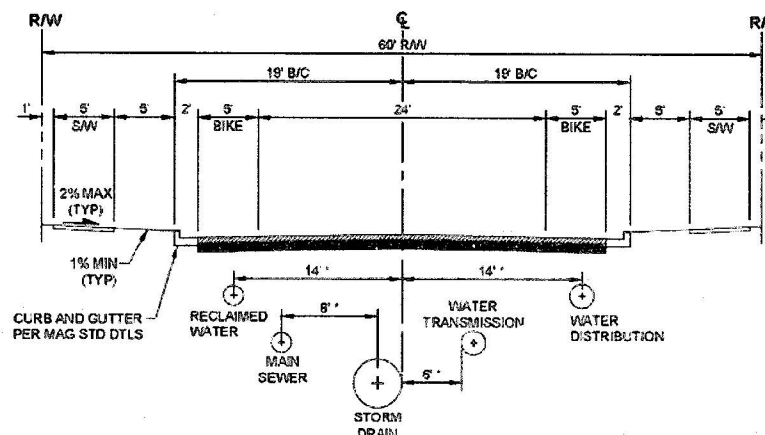
PROPOSED 183RD AVE. NORTH OF TRANSITION
LOOKING NORTH



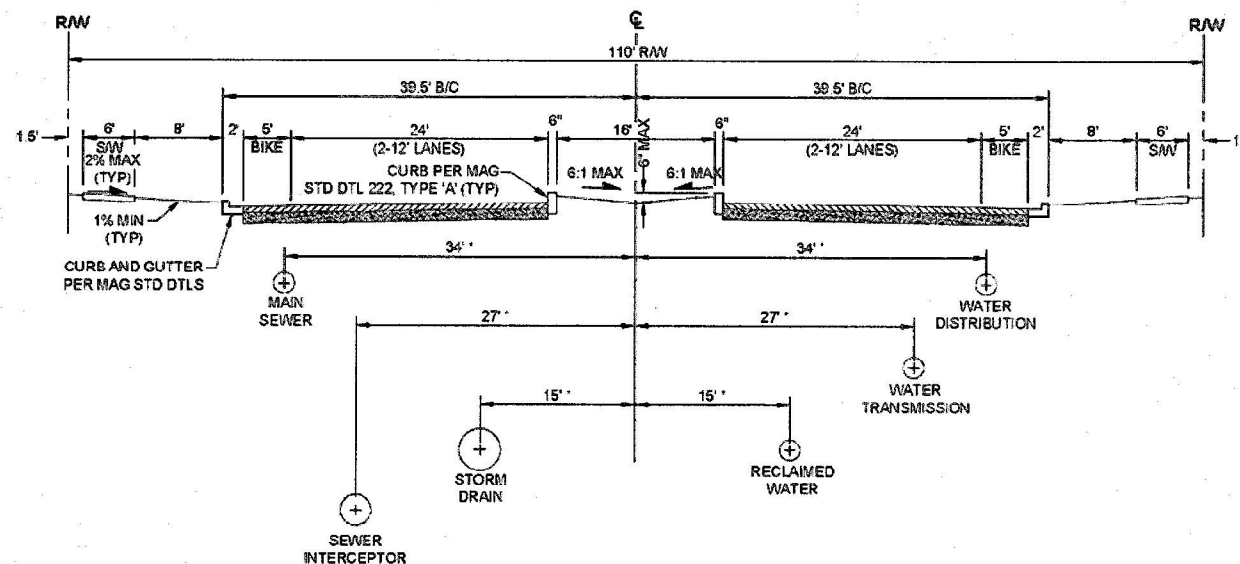
PROPOSED 183RD AVE. SOUTH OF TRANSITION
LOOKING NORTH



PROPOSED RIO RANCHO BLVD.
LOOKING NORTH



ULTIMATE ENOCH DR.
LOOKING EAST



ULTIMATE HAPPY VALLEY RD.
LOOKING EAST

NOTES:

- DURING CONSTRUCTION OF PHASES IA1 & IA2
 -RIO RANCHO BOULEVARD WILL BE CONSTRUCTED IN ITS ENTIRETY
 -A HALF SECTION OF 183RD AVENUE WILL BE CONSTRUCTED ADJACENT TO PHASES IA1 & IA2
 -A FULL SECTION OF 183RD AVENUE WILL BE CONSTRUCTED WITHIN PHASE IA2
 -A HALF SECTION OF HAPPY VALLEY RD WILL BE CONSTRUCTED ADJACENT TO PHASE IA1
- DURING CONSTRUCTION OF PHASES IB1 & IB2
 -A HALF SECTION OF 183RD AVENUE WILL BE CONSTRUCTED ADJACENT TO PHASES IB1 & IB2
 -A HALF SECTION OF ENOCH DRIVE WILL BE CONSTRUCTED ADJACENT TO PHASE IB2
 -A HALF SECTION OF HAPPY VALLEY RD WILL BE CONSTRUCTED ADJACENT TO PHASE IB1
- DURING CONSTRUCTION OF PHASE 2A
 -A HALF SECTION OF HAPPY VALLEY ROAD WILL BE CONSTRUCTED ADJACENT TO PARCEL 2A



**ROADWAY
PHASING PLAN**

FOR

RIO RANCHO

CITY OF SUPRISE,

MARICOPA COUNTY, TEXAS

SEPTEMBER, 2017

SOUTHWEST VALUE PARTNERS

SOUTHWEST VALUE PARTNERS

7600 E. DOUBLETREE RANCH ROAD, SUITE 120

SCOTTSDALE AZ 85258

TEL. 480-800-7994

GOODWIN & MARSHALL

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Ste 2

Chandler, Arizona 85286

(602)218-7285

PARK SYSTEM MASTER PLAN



EXISTING CITY PARK

EXISTING COMMUNITY PARK

EXISTING NEIGHBORHOOD PARK

EXISTING POCKET PARK

NEW CITY PARK

NEW COMMUNITY PARK

CITY OF SURPRISE PLANNING AREA

NEW MAJOR TRAILHEADS

TRAILHEADS

REGIONAL PATH

LOCAL / COMMUNITY PATH

SPORTS COMPLEX

MULTIGENERATIONAL RECREATION CENTER

AQUATIC CENTER

LIBRARY

SKATE PARK/BMX PARK

RIO RANCHO
LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, and the Northwest Quarter of Section 10, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a found 1/2" rebar with cap stamped "RLS #38863" for the Southwest corner of said Section 3, same being the Northwest corner of said Section 10;

THENCE North 00 deg. 09 min. 08 sec. West (Basis of Bearings) along the West line of the Southwest Quarter of said Section 3, a distance of 2631.54 feet to a found 3" Maricopa County Department of Transportation brass cap for the West Quarter corner of said Section 3;

THENCE South 89 deg. 46 min. 33 sec. East along the North line of the Southwest Quarter of said Section 3, a distance of 2137.51 feet, from which a found 2" Maricopa County aluminum cap for the East Quarter corner of said Section 3 bears South 89 deg. 46 min. 33 sec. East - 3130.52 feet;

THENCE South 01 deg. 01 min. 16 sec. West departing said North line, a distance of 545.88 feet;

THENCE South 43 deg. 22 min. 03 sec. West, a distance of 49.90 feet;

THENCE South 46 deg. 37 min. 57 sec. East, a distance of 403.84 feet to a Point of Curvature of a circular curve to the left, having a radius of 70.00 feet, a central angle of 44 deg. 29 min. 10 sec., and being subtended by a chord which bears South 68 deg. 52 min. 32 sec. East - 53.00 feet;

THENCE in a southeasterly direction along said curve to the left, a distance of 54.35 feet;

THENCE North 88 deg. 52 min. 56 sec. East tangent to said curve, a distance of 193.35 feet to the East line of the Southwest Quarter of said Section 3, from which a found 2" Maricopa County aluminum cap for the North Quarter corner of said Section 3 bears North 00 deg. 12 min. 58 sec. East - 3049.48 feet;

THENCE South 00 deg. 12 min. 58 sec. West along said East line, a distance of 1760.38 feet to a calculated position of the South Quarter corner of said Section 3, same being the North Quarter of said Section 10;

THENCE South 00 deg. 22 min. 29 sec. West along the East line of the Northwest Quarter of said Section 10, a distance of 1286.09 feet;

THENCE North 89 deg. 43 min. 43 sec. West departing said East line, a distance of 1310.92 feet to a found 1/2" rebar with cap stamped "RLS #38863" in the West line of the Northeast Quarter of the Northwest Quarter of said Section 10;

THENCE North 00 deg. 30 min. 00 sec. East along said West line, a distance of 1285.85 feet to a found 1" iron pipe for the North 16th corner of the Northwest Quarter of said Section 10;

THENCE North 89 deg. 44 min. 22 sec. West along the North line of the Northwest Quarter of said Section 10, same being the South line of the Southwest Quarter of said Section 3, a distance of 1308.11 feet to the POINT OF BEGINNING, containing 8,189,796 square feet or 188.012 acres of land, more or less.



EXPIRES 3/31/2019

RIO RANCHO PARCEL 1A1
LEGAL DESCRIPTION FOR PROPOSED RM-6

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found 3" Maricopa County Department of Transportation brass cap for the West Quarter corner of said Section 3, from which a found 2" Maricopa County aluminum cap for the East Quarter corner of said Section 3 bears South 89 deg. 46 min. 33 sec. East (Basis of Bearings) – 5268.03 feet;

THENCE South 89 deg. 46 min. 33 sec. East along the North line of the Southwest Quarter of said Section 3, a distance of 2633.14 feet to the calculated center of said Section 3, from which a found 2" Maricopa County aluminum cap for the North Quarter corner of said Section 3 bears North 01 deg. 12 min. 58 sec. East – 2176.71 feet;

THENCE South 01 deg. 12 min. 58 sec. West along the East line of the Southwest Quarter of said Section 3, a distance of 872.77 feet to the TRUE POINT OF BEGINNING;

THENCE South 00 deg. 12 min. 33 sec. West along said East line, a distance of 836.25 feet;

THENCE North 89 deg. 46 min. 10 sec. West departing said East line, a distance of 597.90 feet to a Point of Curvature of a circular curve to the right, having a radius of 570.00 feet, a central angle of 43°08'19", and being subtended by a chord which bears North 68 deg. 12 min. 00 sec. West - 419.09 feet;

THENCE in a northwesterly direction along said curve to the right, a distance of 429.16 feet;

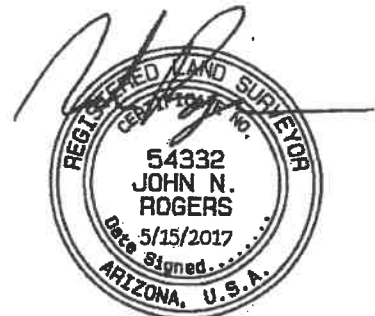
THENCE North 46 deg. 37 min. 51 sec. West tangent to said curve, a distance of 296.65 feet;

THENCE North 43 deg. 22 min. 09 sec. East, a distance of 1017.32 feet;

THENCE South 46 deg. 37 min. 57 sec. East, a distance of 363.67 feet to a Point of Curvature of a circular curve to the left, having a radius of 70.00 feet, a central angle of 44 deg. 29 min. 10 sec., and being subtended by a chord which bears South 68 deg. 52 min. 32 sec. East - 53.00 feet;

THENCE in an easterly direction along said curve to the left, a distance of 54.35 feet;

THENCE North 88 deg. 52 min. 56 sec. East tangent to said curve, a distance of 193.35 feet to the POINT OF BEGINNING, containing 893,888 square feet or 20.521 acres of land, more or less.



RIO RANCHO PARCEL 1A2
LEGAL DESCRIPTION FOR PROPOSED RM-9

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found 1/2" rebar with cap stamped "RLS #38863" for the Southwest corner of said Section 3, from which a found 3" Maricopa County Department of Transportation brass cap for the West Quarter corner of said Section 3 bears North 00 deg. 09 min. 08 sec, West (Basis of Bearings) – 2631.54 feet;

THENCE South 89 deg. 44 min. 22 sec. West along the South line of the Southwest Quarter of said Section 3, a distance of 1303.33 to the TRUE POINT OF BEGINNING;

THENCE North 00 deg. 15 min. 38 sec. East departing said South line, a distance of 1007.06 feet to a Point of Curvature of a circular curve to the right, having a radius of 400.00 feet, a central angle of 43 deg. 06 min. 31 sec., and being subtended by a chord which bears North 21 deg. 48 min. 54 sec. East - 293.91 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 300.96 feet;

THENCE South 46 deg. 37 min. 51 sec. East radial to said curve, a distance of 296.65 feet to a Point of Curvature of a circular curve to the left, having a radius of 570.00 feet, a central angle of 43 deg. 08 min. 19 sec., and being subtended by a chord which bears South 68 deg. 12 min. 00 sec. East - 419.09 feet;

THENCE in a southeasterly direction along said curve to the left, a distance of 429.16 feet;

THENCE South 89 deg. 46 min. 10 sec. East tangent to said curve, a distance of 597.90 feet to the East line of the Southwest Quarter of said Section 3, from which a found 2" Maricopa County aluminum cap for the North Quarter corner of said Section 3, bears North 00 deg. 12 min. 58 sec. East – 3885.73 feet;

THENCE South 00 deg. 13 min. 21 sec. West along the East line of the Southwest Quarter of said Section 3, a distance of 924.13 feet to a calculated position of the South Quarter corner of said Section 3;

THENCE North 89 deg. 44 min. 22 sec. West along the South line of the Southwest Quarter of said Section 3, at 1308.11 feet pass a found 1" iron pipe for the South 16th corner of the Southwest Quarter of said Section 3, continuing along said South line, in all a distance of 1312.89 feet to the POINT OF BEGINNING, containing 1,315,983 square feet or 30.211 acres of land, more or less.



EXPIRES 3/31/2019

RIO RANCHO PARCEL 1B1
LEGAL DESCRIPTION FOR PROPOSED RM-9

All that certain lot, tract, or parcel of land, situated in a portion of the Northwest Quarter of Section 10, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a found 1" iron pipe for the North 16th corner of the Northwest Quarter of said Section 10, from which a found 1/2" rebar with cap stamped "RLS #38863" for the Northwest corner of said Section 10 bears North 89 deg. 44 min. 22 sec. West (Basis of Bearings) – 1308.11 feet;

THENCE South 89 deg. 44 min. 22 sec. East along the North line of the Northwest Quarter of said Section 10, a distance of 1308.11 feet to a calculated position of the North Quarter corner of said Section 10, from which a found 2" Maricopa County Aluminum cap for the South Quarter corner of said Section 10 bears South 00 deg. 22 min. 29 sec. West – 5279.88 feet;

THENCE South 00 deg. 22 min. 29 sec. West along the East line of the Northwest Quarter of said Section 10, a distance of 641.35 feet;

THENCE North 89 deg. 44 min. 22 sec. West departing said East line, a distance of 1309.51 feet to the West line of the of the Northeast Quarter of the Northwest Quarter of said Section 10;

THENCE North 00 deg. 30 min. 00 sec. East along said West line, a distance of 641.35 feet to the POINT OF BEGINNING, containing 839,401 square feet or 19.270 acres of land, more or less.



EXPIRES 3/31/2019

RIO RANCHO PARCEL 1B2
LEGAL DESCRIPTION FOR PROPOSED RM-6

All that certain lot, tract, or parcel of land, situated in a portion of the Northwest Quarter of Section 10, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found 1" iron pipe for the North 16th corner of the Northwest Quarter of said Section 10, from which a found 1/2" rebar with cap stamped "RLS #38863" for the Northwest corner of said Section 10 bears North 89 deg. 44 min. 22 sec. West (Basis of Bearings) – 1308.11 feet;

THENCE South 00 deg. 30 min. 00 sec. West along the West line of the Northeast Quarter of the Northwest Quarter of said Section 10, a distance of 641.35 feet to the TRUE POINT OF BEGINNING;

THENCE South 89 deg. 44 min. 22 sec. East departing said West line, a distance of 1309.51 feet to the East line of the Northwest Quarter of said Section 10;

THENCE South 00 deg. 22 min. 29 sec. West along said East line, a distance of 644.74 feet;

THENCE North 89 deg. 43 min. 43 sec. West departing said East line, a distance of 1310.92 feet to a found 1/2" rebar with cap stamped "RLS #38863" in the West line of the Northeast Quarter of the Northwest Quarter of said Section 10;

THENCE North 00 deg. 30 min. 00 sec. East along said West line, a distance of 644.50 feet to the POINT OF BEGINNING, containing 844,585 square feet or 19.389 acres of land, more or less.



EXPIRES 3/31/2019

RIO RANCHO PARCEL 2A
LEGAL DESCRIPTION FOR PROPOSED RM-6

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a found 1/2" rebar with cap stamped "RLS #38863" for the Southwest corner of said Section 3, from which a found 3" Maricopa County Department of Transportation brass cap for the West Quarter corner of said Section 3 bears North 00 deg. 09 min. 08 sec. West (Basis of Bearings) – 2631.54 feet;

THENCE North 00 deg. 09 min. 08 sec. West along the West line of the Southwest Quarter of said Section 3, a distance of 639.22 feet;

THENCE South 89 deg. 55 min. 01 sec. East departing said West line, a distance of 272.81 feet;

THENCE North 00 deg. 13 min. 27 sec. East, a distance of 10.00 feet;

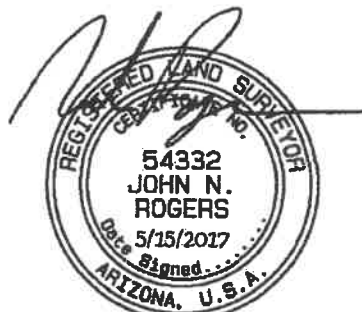
THENCE South 89 deg. 46 min. 33 sec. East, a distance of 832.50 feet;

THENCE South 00 deg. 13 min. 27 sec. West, a distance of 2.52 feet;

THENCE South 89 deg. 44 min. 22 sec. East, a distance of 202.63 feet;

THENCE South 00 deg. 15 min. 38 sec. West a distance of 648.07 feet to the South line of the Southwest Quarter of said Section 3, from which a found 1" iron pipe for the South 16th corner of the Southwest Quarter of said Section 3 bears South 89 deg. 44 min. 22 sec. East – 4.78 feet;

THENCE North 89 deg. 44 min. 22 sec. West along the South line of the Southwest Quarter of said Section 3, a distance of 1303.33 feet to the POINT OF BEGINNING, containing 845,731 square feet or 19.415 acres of land, more or less.



EXPIRES 3/31/2019

RIO RANCHO PARCEL 2B
LEGAL DESCRIPTION FOR PROPOSED RM-9

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found 1/2" rebar with cap stamped "RLS #38863" for the Southwest Quarter of said Section 3, from which a found 3" Maricopa County Department of Transportation brass cap for the West Quarter corner of said Section 3 bears North 00 deg. 09 min. 08 sec. West (Basis of Bearings) – 2631.54 feet;

THENCE North 00 deg. 09 min. 08 sec. West along the West line of the Southwest Quarter of said Section 3, a distance of 639.22 feet to the TRUE POINT OF BEGINNING;

THENCE North 00 deg. 09 min. 08 sec. West along said West line, a distance of 759.17 feet;

THENCE South 89 deg. 52 min. 55 sec. East departing said West line, a distance of 357.21 feet;

THENCE North 00 deg. 13 min. 27 sec. East, a distance of 2.45 feet;

THENCE South 89 deg. 46 min. 33 sec. East, a distance of 592.47 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 300.00 feet, a central angle of 19 deg. 39 min. 28 sec., and being subtended by a chord which bears North 09 deg. 36 min. 17 sec. West - 102.42 feet;

THENCE in a northerly direction along said curve to the right, a distance of 102.93 feet;

THENCE North 00 deg. 13 min. 27 sec. East tangent to said curve, a distance of 46.58 feet;

THENCE South 89 deg. 46 min. 33 sec. East, a distance of 43.50 feet to a Point of Curvature of a circular curve to the left, having a radius of 300.00 feet, a central angle of 15 deg. 35 min. 49 sec., and being subtended by a chord which bears North 82 deg. 25 min. 32 sec. East - 81.41 feet;

THENCE in an easterly direction along said curve to the left, a distance of 81.66 feet;

THENCE North 74 deg. 37 min. 38 sec. East tangent to said curve, a distance of 48.00 feet to a Point of Curvature of a circular curve to the right, having a radius of 300.00 feet, a central angle of 15 deg. 35 min. 49 sec., and being subtended by a chord which bears North 82 deg. 25 min. 32 sec. East - 81.41 feet;

THENCE in an easterly direction along said curve to the right, a distance of 81.66 feet;

THENCE South 89 deg. 46 min. 33 sec. East tangent to said curve, a distance of 144.44 feet to a Point of Curvature of a circular curve to the right, having a radius of 200.00 feet, a central angle

of 43 deg. 08 min. 42 sec., and being subtended by a chord which bears South 68 deg. 12 min. 12 sec. East - 147.07 feet;

THENCE in a southeasterly direction along said curve to the right, a distance of 150.60 feet;

THENCE South 46 deg. 37 min. 51 sec. East tangent to said curve, a distance of 139.75 feet;

THENCE South 43 deg. 22 min. 09 sec. West, a distance of 212.20 feet to a Point of Curvature of a circular curve to the left, having a radius of 400.00 feet, a central angle of 43 deg. 06 min. 31 sec., and being subtended by a chord which bears South 21 deg. 48 min. 54 sec. West - 293.91 feet;

THENCE in a southwesterly direction along said curve to the left, a distance of 300.96 feet;

THENCE South 00 deg. 15 min. 38 sec. West tangent to said curve, a distance of 358.99 feet;

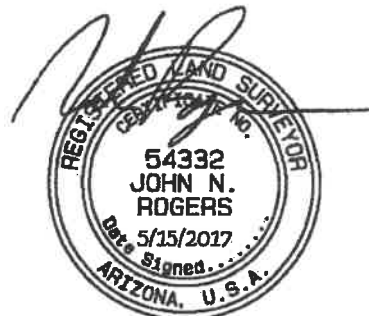
THENCE North 89 deg. 44 min. 22 sec. West, a distance of 202.63 feet;

THENCE North 00 deg. 13 min. 27 sec. East, a distance of 2.52 feet;

THENCE North 89 deg. 46 min. 33 sec. West, a distance of 832.50 feet;

THENCE South 00 deg. 13 min. 27 sec. West, a distance of 10.00 feet;

THENCE North 89 deg. 55 min. 01 sec. West, a distance of 272.81 feet to the POINT OF BEGINNING, containing 1,113,662 square feet or 25.566 acres of land, more or less.



EXPIRES 3/31/2019

RIO RANCHO PARCEL 3A
LEGAL DESCRIPTION FOR PROPOSED RL-5

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a found 3" Maricopa County Department of Transportation brass cap for the West Quarter corner of said Section 3, from which a found 1/2" rebar with cap stamped "RLS #38863" for the Southwest corner of said Section 3 bears South 00 deg. 09 min. 08 sec. West (Basis of Bearings) – 2631.54 feet and from which a found 2" Maricopa County aluminum cap for the East Quarter corner of said Section 3 bears South 89 deg. 46 min. 33 sec. East – 5268.03 feet;

THENCE South 89 deg. 46 min. 33 sec. East along the North line of the Southwest Quarter of said Section 3, a distance of 1087.79 feet;

THENCE South 00 deg. 13 min. 27 sec. West departing said North line, a distance of 1064.94 feet;

THENCE South 74 deg. 37 min. 38 sec. West, a distance of 24.23 feet to a Point of Curvature of a circular curve to the right, having a radius of 300.00 feet, a central angle of 15 deg. 35 min. 49 sec., and being subtended by a chord which bears South 82 deg. 25 min. 32 sec. West - 81.41 feet;

THENCE in a westerly direction along said curve to the right, a distance of 81.66 feet;

THENCE North 89 deg. 46 min. 33 sec. West tangent to said curve, a distance of 43.50 feet;

THENCE South 00 deg. 13 min. 27 sec. West, a distance of 46.58 feet to a Point of Curvature of a circular curve to the left, having a radius of 300.00 feet, a central angle of 19 deg. 39 min. 28 sec., and being subtended by a chord which bears South 09 deg. 36 min. 17 sec. East - 102.42 feet;

THENCE in a southerly direction along said curve to the left, a distance of 102.93 feet;

THENCE North 89 deg. 46 min. 33 sec. West non-tangent to said curve, a distance of 592.47 feet;

THENCE South 00 deg. 13 min. 27 sec. West, a distance of 2.45 feet;

THENCE North 89 deg. 52 min. 55 sec. West, a distance of 357.21 feet to the West line of the Southwest Quarter of said Section 3;

THENCE North 00 deg. 09 min. 08 sec. West along said West line, a distance of 1233.14 feet to the POINT OF BEGINNING, containing 1,312,208 square feet or 30.124 acres of land, more or less.



EXPIRES 3/31/2019

RIO RANCHO PARCEL 3B
LEGAL DESCRIPTION FOR PROPOSED RM-6

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found 3" Maricopa County Department of Transportation brass cap for the West Quarter corner of said Section 3, from which a found 2" Maricopa County aluminum cap for the East Quarter corner of said Section 3 bears South 89 deg. 46 min. 33 sec. East (Basis of Bearings) – 5268.03 feet;

THENCE South 89 deg. 46 min. 33 sec. East along the North line of the Southwest Quarter of said Section 3, a distance of 1087.79 feet to TRUE POINT OF BEGINNING;

THENCE South 89 deg. 46 min. 33 sec. East along said North line, a distance of 1049.72 feet;

THENCE South 01 deg. 01 min. 16 sec. West departing said North line, a distance of 545.88 feet;

THENCE South 43 deg. 22 min. 03 sec. West, a distance of 49.90 feet;

THENCE South 46 deg. 37 min. 57 sec. East, a distance of 40.17 feet;

THENCE South 43 deg. 22 min. 09 sec. West, a distance of 805.12 feet;

THENCE North 46 deg. 37 min. 51 sec. West, a distance of 139.75 feet to a Point of Curvature of a circular curve to the left, having a radius of 200.00 feet, a central angle of 43 deg. 08 min. 42 sec., and being subtended by a chord which bears North 68 deg. 12 min. 12 sec. West - 147.07 feet;

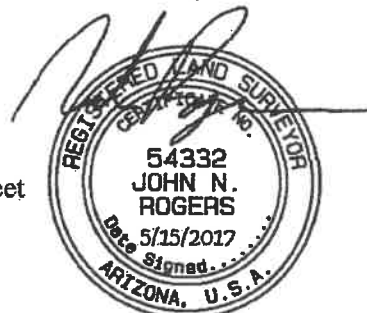
THENCE in a northwesterly direction along said curve to the left, a distance of 150.60 feet;

THENCE North 89 deg. 46 min. 33 sec. West tangent to said curve, a distance of 144.44 feet to a Point of Curvature of a circular curve to the left, having a radius of 300.00 feet, a central angle of 15 deg. 35 min. 49 sec., and being subtended by a chord which bears South 82 deg. 25 min. 32 sec. West - 81.41 feet;

THENCE in a westerly direction along said curve to the left, a distance of 81.66 feet;

THENCE South 74 deg. 37 min. 38 sec. West tangent to said curve, a distance of 23.77 feet;

THENCE North 00 deg. 13 min. 27 sec. East, a distance of 1064.94 feet to the POINT OF BEGINNING, containing 1,024,427 square feet or 23.518 acres of land, more or less.





Dysart Unified School District No. 89
Nathaniel Dysart Education Center

Jack Eaton
Executive Director
Business Services

May 8, 2017

15802 North Parkview Place
Surprise, Arizona 85374
Phone: 623-876-7008
Fax: 623-876-7046
jack.eaton@dysart.org

Heather Donaldson
Planning Project Coordinator
City of Surprise/Community Development
16000 N. Civic Center Plaza
Surprise AZ 85374

www.dysart.org

RE: Rio Rancho Estates

Dear Ms. Donaldson,

Thank you for your continued cooperation with the Dysart Unified School District. The District has received a letter of assurance from Southwest Value Partners, the current developer of the Rio Rancho Estates development, in reference to their planned project in the City of Surprise and the Dysart Unified School District.

The developer will honor the original Donation Agreement as a successor owner of the property which is satisfactory to the District. Therefore, the District has no objection to the rezone and the eventual development of the property as traditional detached housing.

We appreciate the opportunity to comment on developments that the City is reviewing for approval. We will continue to work together in meeting the educational needs of the residents.

Sincerely,

Jack Eaton
Executive Director for Business Services

cc: Matthew Goodwin, P.E., Goodwin & Marshall
Laura Sever Blanco, Gust Rosenfeld P.L.C.

Superintendent
Gail Pletnick, Ed.D.

Governing Board
Spencer Bailey
Jay Leonard
Christine Pritchard
Traci Sawyer-Sinkbeil
Jennifer Tanner

Southwest Value Partners



April 17, 2017

Jack Eaton
Dysart Unified School District
15802 N. Parkview Place
Surprise, AZ. 85374

RE: RIO RANCHO- DONATION AGREEMENT

Mr. Eaton,

Please accept this letter as assurance that the attached donation agreement between the Dysart Unified School District and the Rio Rancho Community, assumed by Klondike Land Portfolio LLC on February 2, 2009, will be honored as originally drafted and signed

Best Regards,

Southwest Value Partners

By: Justin Merritt

Its: Director- Real Estate Investments

DYSART UNIFIED SCHOOL DISTRICT #89

TO:	Governing Board	<u> X </u>	Action
		<u> X </u>	Discussion
FROM:	Dr. Margo Seck, Superintendent	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	February 27, 2001		
AGENDA ITEM:	<u>Donation Agreement with Rio Rancho Development</u>		
INITIATED BY:	<u>Mr. Tom Murphy</u>	SUBMITTED BY:	<u>Dr. Margo Seck</u>
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:		<u>BBA</u>	

SUPPORTING DATA

The developers of the Rio Rancho development in Surprise have offered a cash donation to the District for every residence that is constructed in the new subdivision based on the varying residential products produced. The PAD Plan envisions several different residential components, of varying density, with the different residential products having varying demands upon the school system. There will be a demand for housing for senior living within the property and with increased density a reduced demand for families with school-age children. The agreed upon donation per dwelling unit, with appropriate adjustments for higher density, shall be as follows:

<u>Units</u>	<u>Parcel Density</u>	<u>Gross Donation Per Dwelling Unit</u>	<u>Density Adjustment</u>	<u>Net Donation Per Dwelling Unit</u>
309	0-5 D.U./Acre	\$1,000.00	N/A	\$1,000.00
138	5.1-6.4 D.U./Acre	\$ 750.00	20%	\$ 600.00
315	6.5+ D.U./Acre	\$ 400.00	25%	\$ 300.00

The proposed donation agreement would formalize acceptance of the donation.

SUMMARY AND RECOMMENDATION

It is recommended the Governing Board accept the donation agreement with the developers of the Rio Rancho development.

Superintendent Margo Seck

ACTION BY BOARD

Motion _____ Second _____

Vote _____

Agenda Item III. 8

MILLER LASOTA & PETERS PLC

Tel 602 248 2900
Fax 602 248 2999
5225 North Central Avenue, Suite 235
Phoenix, Arizona 85012
azgovrel@aol.com

DONALD M. PETERS

January 29, 2001

Margo Seck, Ed.D., Superintendent
Dysart Unified School District No. 89
11405 North Dysart Road
El Mirage, AZ 85335

FEB 1
MAR 2 1000

Dear Margo:

Enclosed is a proposed donation agreement regarding the Rio Rancho development. It differs from the standard agreement only in that this developer plans some unusual types of housing and we had to come up with appropriate donation figures for the kinds of housing in question. Tom Murphy and I discussed the donation figures and we both thought they were reasonable. I think the agreement is fine. Let me know if you have any questions.

Sincerely,



Donald M. Peters

DMP/jp

Enclosure

cc: Without enclosures: Bob Koch

Maracay Homes

flex design.

Flex Design . . . it's all about choices.

15160 N. Hayden Road
Scottsdale, AZ 85260
480-970-6000
Fax 480-970-8889
www.maracayhomes.com
License # ROC172120

February 2, 2009

**BY MAIL
RETURN RECEIPT REQUESTED**

Gall Pletnick, Ed.D.
Dysart Unified School District
Attn: Superintendent
11405 N. Dysart Rd
El Mirage, Arizona 85338

Miller LaSota & Peters, PLC
Attn.: Donald M. Peters
5225 N. Central, Suite 235
Phoenix, Az. 85012

**Re: Maracay Rio Rancho, L.L.C.
Sale of Land & Related Assets to Klondike Land Portfolio LLC
Contract Notice: Donation Agreement, MCR No. 2002-0727043
("Agreement")**

Dear Dr. Pletnick, and Mr. Peters:

On December 23, 2008, Maracay Homes sold certain real estate assets, properties, lots and/or parcels of land and related assets to Klondike Land Portfolio LLC, an Arizona limited liability company ("Klondike"). This sale was a strategic disposition by Maracay, of land holdings that are in excess to current and forecasted needs to support sales and homebuilding operations.

Maracay currently has 12 communities open and active in sales in the Phoenix metro area and 2 in Tucson with a solid reserve of finished lot inventory to keep us going. Included among the land assets sold was the 190 acres, 926 unit residential component of the Rio Rancho planned community West of Grand Ave. /Hwy. 60, north and south of Happy Valley Road in Surprise Arizona.

The property is subject to the Donation Agreement noted above with the Dysart Unified School District and in accordance with the terms thereof we hereby notify you of this transaction, that title has transferred to the new ownership and that we are completing the transition of practical matters. Be advised that the agreement related to this matter has been assigned to the new owners effective the date of sale noted above.

We look to continuing our relationship with you in the future on other communities as opportunities arise. The new owner's designated contact person:

Mr. Rick Merritt, AICP
President, Elliott D. Pollack & company
7505 East 6th Avenue, Suite 100
Scottsdale, Arizona 85251
Phone: (480) 423-9200
Email: merritt@edpco.com

An alternative contact is Mr. Mark Schlossberg with Southwest Value Partners who can be reached in San Diego at (858) 480-2900 and email at mschlossberg@swvp.com.

The sale of this land and the related assets is a tactical decision by Maracay in light of the current market conditions. Maracay Homes continues in its commitment to managing and growing its business and to serving our customers in partnership with Maracay staff, municipal agencies, education districts, vendors, realtors, the real estate and homebuilding community and industry advisors.

As a confirmation that you have received this notification, and for our file, please sign the acknowledgement in the space provided below and return it to me by February 9, 2009. Please contact me with any questions or comments. Thank you.

Sincerely,



Thomas Lemon
Vice President, Land Acquisition

cc: file
LOF Notification Bondar
Rick Merritt, AICP, President EDP&co.

The undersigned acknowledges receipt of the foregoing letter and agrees to proceed accordingly (please e-mail return to tlemon@maracayhomes.com and/or fax to 480-556-7894)

Signature: _____



Name: SCOTT W. THOMASON

Company: DYSART UNIFIED SCHOOL DIST.

Its: EXECUTIVE DIRECTOR

Date: FEBRUARY 20, 2009

DONATION AGREEMENT

(Rio Rancho)

THIS DONATION AGREEMENT ("Agreement") is made by and between Dysart Unified School District No. 89 of Maricopa County, Arizona, a political subdivision of the State of Arizona (the "District"), and Summer Winds, L.L.C., an Arizona limited liability company. All parties other than the District shall be collectively referred to as "Developer". The District and Developer shall be collectively referred to as "the Parties."

RECITALS:

A. Developer owns certain real property in, and to be annexed into, Surprise, Arizona (the "City"), as more particularly described in Exhibit A, attached hereto (the "Property"). Developer intends to develop the Property as part of a Planned Area Development Plan commonly known as "Rio Rancho" and in accordance with a Development Agreement between Developer and the City (collectively, the "PAD Plan").

B. Development of the Property will increase the population of students attending public schools within the District, which in turn will increase the need for public school facilities within the District. The Developer is willing to make, and the District is willing to accept, cash donations to defray the expense to the District associated with an increase in the population of students.

AGREEMENT:

For and in consideration of the covenants contained herein, the District and Developer, intending to be legally bound, state, confirm and agree as follows:

1. Incorporation of Recitals. The Recitals stated above are true and correct and are incorporated herein by this reference.

2. Conditions.

(a) It is a condition of the continuing effect and enforceability of this Agreement that, with regard to the Property and the PAD Plan, the current Governing Board of the District not have opposed any PAD amendment or zoning or entitlement application or request of Developer, including without limitation, any preliminary or final plat application for the Property or a portion thereof.

(b) It is a condition of the obligations of Developer, or its successors or assigns, that (1) the District not oppose Developer's Rio Rancho PAD or zoning or annexation or entitlement applications or any preliminary or final plat application for the Property or a portion thereof and, if requested to do so by Developer or the governmental authority with jurisdiction, the District provide the governmental authority promptly and in a timely manner with written confirmation thereof, and (2) the City approves the Rio Rancho annexation, and PAD Plan in substantially the form and content submitted by Developer.

(c) It is the current policy of the District to attempt to enable public elementary school children to attend the elementary school closest to their residence. Developer understands

that such a policy is subject to change in the future.

3. Cash Donation by Developer to the District. Subject to the terms and conditions of this Agreement, the Developer, for themselves and their successors-in-ownership and assigns, including, without limitation, any affiliate of those entities and any homebuilder initially constructing residential units on the Property (a "Dwelling Unit"), agrees to pay to the District a cash donation for each Dwelling Unit initially constructed on the Property ("Donation").

The Parties acknowledge that the PAD Plan envisions several different residential components, of varying density, with the different residential products having varying demands upon the school system. The parties also acknowledge a demand for housing for senior living within the Property, and with increased density a reduced demand for families with school-age children. The Parties agree that the donation per Dwelling Unit, with appropriate adjustments for higher density, shall be as follows:

<u>Units</u>	<u>Parcel Density</u>	<u>Gross Donation Per Dwelling Unit</u>	<u>Density Adjustment</u>	<u>Net Donation Per Dwelling Unit</u>
309	0-5 D.U./Acre	\$1,000.00	N/A	\$1,000.00
138	5.1-6.4 D.U./Acre	\$ 750.00	20%	600.00
315	6.5+ D.U./Acre	\$ 400.00	25%	300.00

It is the parties' intent that the donations hereunder shall be based on the number of units actually built, whether more or less than the anticipated number of units as stated above. Developer, or its successors or assigns, shall contribute all Donations as required under this paragraph no later than ninety days after the building permit for construction of the particular Dwelling Unit is issued by the City. No Donation shall be payable in connection with any reconstruction or subsequent construction of a Dwelling Unit on a particular portion of the Property after the Donation for such portion of the Property has been initially paid.

4. Future Development Fees. The District acknowledges that the Developer has no obligation to donate money to the District. Notwithstanding the foregoing or anything herein to the contrary, Developer desires that it receive credit for the value of the Donation to the District, if at any time in the future, any federal, state, county, municipal or any other governmental or quasi governmental authority with jurisdiction over the Property (an "Authority") lawfully imposes any development fee, impact fee, dedication requirement, exaction or similar fee or charge on the Property (individually, a "Development Fee" and collectively, the "Development Fees") through the exercise of either its police power or its taxing power (other than secondary real estate taxes, general obligation bonds and school district override elections) in connection with or related to the acquisition, development, construction, improvement and operation of public school facilities within the District. While the District offers no assurances to the Developer that it is empowered or authorized to provide Developer with a credit for the value of the Donation against Development Fees which may be assessed on the Property, the District, to the extent it is permitted by law to do so, agrees to the contents of this Section. For purposes of this Section, Developer's consideration to the District, including the value of the promised Donations, shall be deemed to amount to be the

Donation per Dwelling Unit as set forth in Paragraph 3 (Developer's "Total Donations").

(a) If the Development Fees imposed on the Property are less than the Total Donations, then no Development Fees shall be due and payable by Developer to the Authority for the benefit of the Authority or the District (but the remainder of this Agreement shall continue in full force and effect); or

(b) If the Development Fees imposed on the Property are greater than the Total Donations, then Developer shall receive a credit against the Development Fees in the amount of the Total Donations, and Developer shall only be obligated to pay to the Authority for the benefit of the Authority or the District an amount equal to the difference between the Development Fees and the Total Donations.

5. **Default and Remedies.** Developer acknowledges that the District intends to rely upon this Agreement in formulating its plans for growth and in other regards, and that such reliance is reasonable. In the event of any default under this Agreement, the non-defaulting party shall have all rights and remedies provided at law or in equity, including without limitation specific performance and injunctive relief, and all such rights and remedies shall be cumulative.

6. **Notices.** Any and all notices, consents or other communications required or permitted by this Agreement shall be given in writing and telecopied, personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express, Airborne, U.P.S. or other similar nationally recognized overnight courier, addressed as follows:

To Developer: Summer Winds, L.L.C.
Attn: Carol Vernon
4723 E. Morning Vista Lane
Cave Creek, Arizona 85331

With a copy to: David K. Jones
David K. Jones, P.C.
One Arizona Center
Suite 450
400 E. Van Buren
Phoenix, Arizona 85004

To the District: Dysart Unified School District of Arizona No. 89
Attention: Superintendent
11405 North Dysart Road
El Mirage, AZ 85338
(623) 876-7042 fax

With a copy to: Miller LaSota & Peters, PLC
Attention: Donald M. Peters
5225 North Central, Suite 235
Phoenix, AZ 85012
(602) 248-2999 fax

or at any other address or telecopier number designated by any party hereto in writing. Any notice or communication shall be deemed to have been delivered and received (i) as of the date of receipt, if sent by telecopier (with written confirmation of error-free transmission) on or before 5:00 p.m., Phoenix time; (ii) as of the next day of receipt, if sent by telecopier (with written confirmation of the date and time of transmissions and receipt) after 5:00 p.m., Phoenix time; (iii) the date of delivery, if hand delivered or sent by nationally recognized overnight courier; (iv) three (3) days after the date of mailing, if mailed by registered or certified mail.

7. General.

(a) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the District or Developer of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.

(b) Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the other party, and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, with the fees to be set by the court and not by jury.

(c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.

(d) Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

(e) Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the District and the Developer and its successors-in-ownership and assigns. Upon the conveyance of all or any portion of the Property by Developer or its successors-in-ownership or assigns and the assumption by such transferee of the obligations of the Developer under this Agreement with respect to the portion of the Property conveyed, Developer or its successors-in-ownership or assigns, as the case may be, shall be relieved of any further liability or obligations under this Agreement with respect to the portion of the Property conveyed but shall not be relieved or released from any liabilities or obligations incurred during the period of its ownership of the Property. The Developer shall provide the District written notice of any such conveyance and assumption of obligations within thirty (30) days after the conveyance. The liabilities and obligations of Developer may only be enforced against the owner of the Property then in default, and, notwithstanding any default by the owner of a portion of the Property, this Agreement shall remain in full force and effect with respect to the other owners of the Property.

(f) No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Developer and the District. No term or provision of this Agreement is

intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. Except for any express warranties and representations set forth in this Agreement, such as the agreement by Developer in Section 2 hereof that the School Site shall be conveyed free of all liens and encumbrances, District acknowledges that Developer has not made any representations or warranties, either express or implied, written or oral, pertaining to any matters concerning the Property or the School Site. District further acknowledges that District is accepting the School Site in its current condition, as is, where is, and with all defects (if any), subject to all recorded title matters and any matters which may have been disclosed by a reasonable, visual or physical inspection of the Property.

(h) Amendment. No change or additions may be made to this Agreement except by a written amendment executed by the parties hereto.

(i) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona.

(j) Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511 or any successor statute. In the event of such cancellation, the parties shall return to each other any and all consideration received pursuant to this Agreement prior to its cancellation.

(k) Severability. In the event that (a) the Attorney General of Arizona issues or affirms an opinion which finds any part of this Agreement to be illegal, invalid or unenforceable, or (b) any part of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DISTRICT:

DYSART UNIFIED SCHOOL DISTRICT NO. 89 OF
MARICOPA COUNTY, ARIZONA, a political
subdivision of the State of Arizona

By:

Its:

Date:

DEVELOPER:

SUMMER WINDS, L.L.C., an Arizona limited liability company

By:

Its:

Date:

LIST OF EXHIBITS

A Property legal description.

EXHIBIT A

Property Legal Description

PARCEL NO. 1:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA:

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT.

PARCEL NO. 2:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA:

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT.

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA:

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT.

PARCEL NO. 3:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA:

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT.

AND

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA:

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT.

AND
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE
2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY,
ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF SECTION 3;
THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST, 42.91 FEET MEASURED
(91 FEET RECORD) TO AND IRON PIPE TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 00 SECONDS EAST 610.0 FEET;
THENCE NORTH 67 DEGREES 11 MINUTES 00 SECONDS EAST, 488.0 FEET OF AN IRON ROD
ON U.S. HIGHWAY 60 RIGHT OF WAY LINE;
THENCE NORTH 47 DEGREES 20 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY
LINE, 614.9 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4
NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA
COUNTY, ARIZONA;

EXCEPT ALL OIL AND GAS AS RESERVED IN THE PATENT.

PARCEL NO. 5:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE
2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY,
ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST, 90.84 FEET TO AN IRON PIPE
IN LINE WITH A FENCE ALONG U.S. HIGHWAY 60'S SOUTHERLY RIGHT OF WAY LINE;

THENCE CONTINUING SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST 610.34 FEET TO
AN IRON ROD, THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST, 989.31 FEET TO
A POINT;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS EAST, 979.53 FEET TO A POINT;

THENCE NORTH 00 DEGREES 24 MINUTES 21 SECONDS WEST, 684.73 FEET TO A POINT ON
U.S. HIGHWAY 60'S SOUTHERLY RIGHT OF WAY LINE;

THENCE NORTH 47 DEGREES 19 MINUTES 05 SECONDS WEST, 728.97 FEET ALONG SAID
RIGHT OF WAY TO A POINT;

THENCE SOUTH 66 DEGREES 40 MINUTES 26 SECONDS WEST, 487.29 FEET TO THE POINT OF
BEGINNING;

EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE SOUTH LINE OF THE NORTH
1655 04 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 3.
GROSS AREA. 8,029.109.88 SQ. FT 184.323 ACRES

REZONING CASE FOR RIO RANCHO ESTATES

SURPRISE, ARIZONA



PREPARATION DATE:

MAY 22, 2017

REVISION DATES:

AUGUST 15, 2017

SEPTEMBER 25, 2017

OCTOBER 16, 2017

CASE NUMBER:

CR17-050 FS17-259

**RIO RANCHO ESTATES
PROPOSED REZONING CASE
TABLE OF CONTENTS**

Project Narrative

Zoning Case Description.....	1
Phasing Plan	6
Open Space/Amenities/Walls.....	6
Legal Descriptions.....	7
Water Distribution System	7
Sanitary sewer Service	7
Transportation Issues.....	8
Schools	8
Trash and Recycling Collection	9
Design Standards.....	9
Summary	9

Figure 1	Location Map
Plate One	Context Plan with Regional Zoning
Plate Two	City of Surprise General Plan 2035 with Project Location

Appendix A

PAD Second Amendment	Plate A1
Master Plan - Zoning District Overlay.....	Plate A2
Phasing Plan	Plate A3
Overall Landscape Concept Plan	Plate A4
Overall Wall Plan.....	Plate A5
Phase 1A1 Neighborhood Park	Plate A6
Phase 1B1 Neighborhood Park	Plate A7
Phase 2 Neighborhood Park	Plate A8
Entry Monumentation	Plate A9
Community Wall Types	Plate A10
View Wall Types.....	Plate A11
Roadway Phasing Plan.....	Plate A12

Appendix B

Park System Master Plan	Plate B1
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Appendix C

Overall Legal Description

Individual Parcel Legal Descriptions

Appendix D

Dysart Unified School District Concurrence Letter

School Donation Agreement

**Rio Rancho Estates
Revised Zoning Case
Project Narrative**

Zoning Case Description

The subject property is located immediately north of Happy Valley Road approximately 2 miles west of its intersection with Grand Avenue. The location of the property can be found on Figure 1.

Rio Rancho Estates was originally zoned PAD00-035 with approval date of 4/12/01. Development Standard Revisions were approved as PADA04-201 on 1/27/05. The project was zoned for low and medium use with densities up to 12 DUs per acre, as well as some commercial acreage. The original PAD display can be found in Plate A1. The intent of the proposed zoning change is to delete the higher density product which has been proven to be unsuccessful in the Valley and is inconsistent with design philosophies currently accepted by the builder community. The commercial acreage is owned by other entities and is not intended to be included as part of this rezoning case.

The Rio Rancho Estates Master Development Plan can be found on Plate A2 in Appendix A. This highlights the 4 different lot sizes accounting for product diversity. The proposed underlying hard zoning for each development parcel is shown as well. The proposed Master Development Plan results in a reduction in

density of 237 residential units, to a total of 669 DUs versus the approved 906 DUs (a reduction of 26%).

The four different lot types are as follows:

- 1 – 48 feet by 110 feet - RM-9 Medium Density Residential
- 2 – 53 feet x 115 feet - RM-6 Medium Density Residential
- 3 – 58 feet x 115 feet - RM-6 Medium Density Residential
- 4 – 63 feet x 120 feet - RL-5 Low Density Residential

The proposed zoning for the subject property consists of three (3) underlying zoning districts (RL-5 - Residential Low Density with a maximum of five (5) dwelling units per acre, RM-6 - Residential Medium Density with a maximum of six (6) dwelling units per acre, and RM-9 Residential Medium Density with a maximum of nine (9) dwelling units per acre) as defined by the City of Surprise Municipal Code ("the code"), Chapter 122. A Planned Unit Development (PUD) overlay, found on Plate A2, is anticipated to meet all the requirements of Chapter 122 with minor variances.

The proposed overlay can be found displayed in Appendix A. The overall density is reduced from a total of 906 units (density of 4.92 DUs acre) to 669 units (density of 3.55 DUs per acre.) It is anticipated to meet all requirements of Section 122-33 with a proposal for minor variances. The owner wishes to request side yard setbacks of 5/13(5 foot minimum side yard and 13 foot minimum side yard setback total) for all categories which is consistent with the existing PAD zoning, and a maximum building height of 35' as part of the PUD overlay. In addition, the owner requests a

minor variance from block length requirements (section 122-22(B)) due to the amount and quality of open space and trails presented in the overlay. Finally, all accessory structures will follow the code in effect at the time of building application.

All adjacent zoning is included. The project is also shown on the City of Surprise General Plan 2035 as attached (Plate Two). The proposed zoning is shown to be in conformance with the Suburban Neighborhood Character Area as described in the City of Surprise General Plan 2035. The neighborhood type is suburban with a density between 2 to 8 DUs per acre. The phasing of the project will be market driven and will be non linear (i.e. not based on the numerical identification shown on the phasing plan).

The dimensional standards tables below compare existing zoning to proposed zoning standards.

Existing Dimensional Standards								
Zoning District	Minimum Lot Area	Minimum Width	Minimum Depth	Front Setback	Side Setbacks	Total Side Setbacks	Rear Setback	Height
RL-5	7,200 ☐	60'	100'	15'	5'	15'	20'	30'
RM-6	6,000 ☐	50'	100'	12'/20' -1-	TBD	TBD	20'	35'
RM-9	4,500 ☐	40'	100'	12'/20' -1-	TBD	TBD	20'	35'

-1- Front facing garages shall have a minimum 21-foot front yard setback.

Proposed Dimensional Standards								
Zoning District	Minimum Lot Area	Minimum Width	Minimum Depth	Front Setback	Side Setbacks	Total Side Setbacks	Rear Setback	Height
RL-5	7,200 ☐	60'	100'	15'	5'	13'	20'	35'
RM-6	6,000 ☐	50'	100'	12'/20' -1-	5'	13'	20'	35'
RM-9	4,500 ☐	40'	100'	12'/20' -1-	5'	13'	20'	35'

-1- Front facing garages shall have a minimum 21-foot front yard setback.

-2- Maximum coverage of 55% for all zoning districts

The following lot matrix further defined the project lot mix, open space components and other site issues:

Parcel	SFR Lots	Rights-Of-Way (ROW)	Open space	Utility Infrastructure
1A1	112	9.01	7.35	-
1A2	62	6.29	4.31	0.79 (Water Campus)
1B1	78	6.13	3.23	-
1B2	69	4.28	3.21	-
2A	67	5.57	3.99	-
2B	95	6.26	7.45	-
3A	98	5.91	6.61	0.17 (well site)
3B	88	5.74	2.82	
Total	669	49.19	38.97	0.96

The proposed zoning is shown to be in conformance with the Suburban Neighborhood Character Area as described in the City of Surprise general Plan 2035. The neighborhood type is Suburban.

Phasing Plan

The proposed phasing plan is included in Appendix A, Plate A3. However the actual construction will be dictated by market conditions so the final phasing is considered to be non linear in nature.

Open Space/Amenities/Wall Features

The Rio Rancho Estates Master Plan provides substantial open space, trails and recreational amenities. Open spaces, amenities and wall features are displayed in Appendix A, Plates A4-A11. Total open space as conceptually planned is approximately 20.63% of the overall gross acreage. Total open space includes approximately 38.78 acres consisting of 11.5 acres of active open space and 27.28 acres of passive open space. The minimum SUDC requirement for open space is 20%. There is proposed approximately 2 miles of open space trails connecting all of the community to the major park features. In addition the trail adjacent to the west side of the development is intended to be included in the City of Surprise Regional Trail system and will be open to the public (if desired by the City). A minimum 25' setback from Happy Valley Road right of way is included as part of the PAD zoning. This will allow for establishment of a high quality vegetative buffer for the development.

Appendix B contains the Park System Master Plan display from the General Plan 2035 Recreation and Open Space Element, Parks and Trails. The location of Rio Rancho Estates has been identified on the display. The project is shown to be in conformance with all of these elements. Most do not impact Rio Rancho as indicated. It should be noted that north/south open space along the western most

boundary has been allotted for to accommodate the proposed Surprise Greenway (Recreation and Open Space display). In addition, the trail as indicated is available for the use of the city as a component of the regional trail system, if desired.

Proposed wall and monumentation is included in Appendix A Plates A4, A5, A9, A10 and A11. These features are provided herein to show the character proposed for the development

Legal Descriptions

The overall project legal description can be found in Appendix C. Each individual Parcel has its own legal description included as well.

Water Distribution System

The subject property lies within the CCN of Beardsley Water Supply Corporation (Beardsley) It is intended to utilize the existing well on site and create a water campus meeting all Beardsley, State and City of Surprise Fire Department regulations. A second well will be included as required redundancy, unless other acceptable redundancy occurs.

Sanitary Sewer Service

The subject property is within the City of Surprise CCN for sewer service and the developer is an active participant in the West Surprise Landowner's Group. There is sufficient capacity reserved within the existing sewage treatment plant for all of the proposed lots. Sewer service will be obtained through the extension of the Austin Ranch sewer system within dedicated right of ways to the site.

Transportation Issues

The property is proposed to be provided access to Happy Valley Road by two separate residential collectors. No lot frontage to the residential collectors is proposed. No access to US Hwy 60 (Grand Avenue) is proposed, but can be extended if the adjacent commercial property (owned by others) desires and gains appropriate approvals. It is proposed that sufficient right of way and corresponding half street improvements to Happy Valley Road, Enoch Road, and 183rd Avenue be constructed by the developer at the time of development adjacent to the roadway. A detailed Traffic Impact Analysis (TIA) accompanies this zoning submittal. A description of roadway phasing is included on Plate A12.

Schools

The subject property is in the Dysart Unified School District. Elementary students would attend Kingswood Elementary and high school students will attend Willow Canyon High School. According to Jack Eaton with Dysart Unified the number of students per household is highly dependent upon the quality and price point of the development, but averages along the lines of 0.4 - 0.7 students per household in each category. This results in a total of 268 - 468 students generated by the development. The original school agreement, which has been agreed upon by the current owners in relation to this proposed rezoning case, is included in Appendix D. A letter of support for the rezoning case from the Dysart Unified School District is also included in Appendix D.

Trash and Recycling Collection

A detailed trash and recycling layout will be provided with the preliminary plat. The layout will be designed to facilitate ease of operation of the collective entities providing these services.

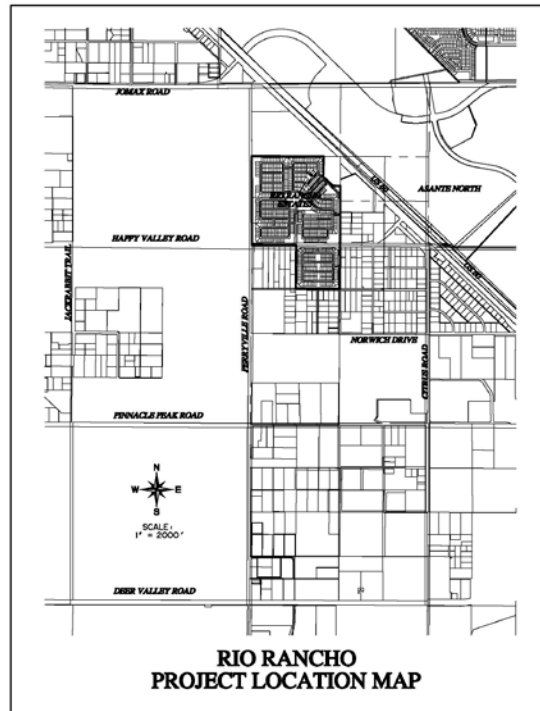
Design Standards

Improvements shall be per current City Code, current City of Surprise Engineering Standards and Current MAG Standards.

Summary

The Rio Rancho Estates acreage planned for rezoning consists of all residentially zoned acreage north and south of Happy Valley Road as contained in the original zoning case. The requested zoning is hard zoning of RL-5, RM-6 and RM-9 with a PUD overlay based on the site plan presented herein. The overlay for the zoning is attached as Plate A2 and will control development of the property. The proposed zoning is consistent with the City of Surprise General Plan 2035 as well as the City of Surprise Unified Development Code.

Rio Rancho Estates Rezoning Case With Planned Unit Development Overlay FS17-259 Citizen Participation Report



Prepared By:

Goodwin and Marshall, Inc.
2705 S. Alma School Road, Ste. 2
Chandler, Arizona 85286
602-218-7285
July 12, 2017

Citizen Review Summary

The Citizen Review Meeting and Public Hearings for the Rezone for the Rio Rancho Estates to an underlying hard zoning of RL-5, RM-6 and RM-9 with a PUD Overlay was posted and advertised for a Citizen Review meeting in accordance with the SUDC:

- On June 15, 2017, signs were posted adjacent to Happy Valley Road on the western most and eastern most edge of the Rio Rancho Estates property.

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS17-259

Applicant Name: Goodwin & Marshall Inc

Location: On Happy Valley Rd approx. 1/2 mile W of Grand Ave

Date Site Posted: June 15, 2017

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing in the City of Surprise shall erect two (2) signs giving notice of the date, time and place of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior** to the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the responsibility of the applicant to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett 6/15/17
Applicant/Representative Signature Date

This instrument was acknowledged before me on this 15 day of June, 2017, and by Meghan Liggett. I witness whereof I hereunto

set my hand and official seal.

MaryBeth Conrad
Notary Public 10-25-20
My commission expires

CITY OF SURPRISE







- On February 15, 2017, 158 property owners within 300 feet of the subject project area were sent the following informational mailer:

CITY OF SURPRISE
CITIZEN REVIEW MEETING

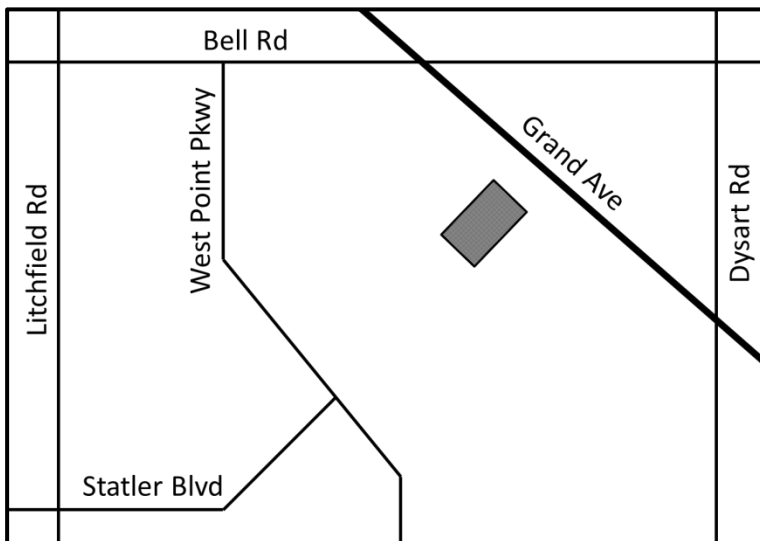
Take notice that at the date, time, and place listed below, there will be a Citizen Review meeting to discuss the below-referenced project. At this meeting, any of the public may appear and be heard relative to this project. The City of Surprise Community Development Department may be contacted prior to the scheduled meeting for additional information.

City of Surprise Planner: Hobart Wingard
623-222-3156

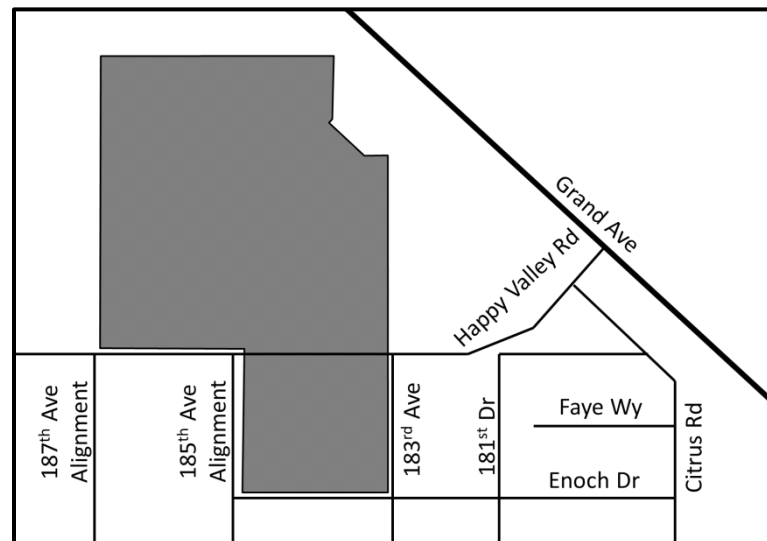
CITIZEN REVIEW MEETING DETAILS

DATE: Wednesday, July 12, 2017
TIME: 6:00 PM to 7:00 PM
LOCATION: Comfort Inn & Suites
13337 W. Grand Ave.
Surprise, Arizona 85374

Meeting Location



Project Location



PROJECT DESCRIPTION: The applicant is requesting approval of a Rezone (case FS17-259) of approximately 188 acres of land from Rio Rancho Planned Area Development (PAD) to Low-Density Residential (RL-5) and Medium-Density Residential (RM-6, and RM-9) with a Planned Unit Development (PUD) Overlay generally located along Happy Valley Road approximately ½ mile west of Grand Avenue.

- A similar notice was published in two newspapers as follows:
Daily News-Sun on June 23, 2017
Surprise Today on June 28, 2017

Citizen Review Meeting Summary

The Citizen Participation meeting started at 6:00 pm at Comfort Inn & Suites, 13377 West Grand Ave., Surprise, Az. Approximately 9 citizens, a single Council member, two City of Surprise staff members and representatives from the engineering firm and owner attended. The meeting was extremely cordial in nature.

No resident concerns were voiced. Most questions were related to the large proposed reduction in density, as well as potential project timing. Owners of parcels encompassed in this rezone expressed their strong support of the project.

The citizens disbanded at approximately 6:30, while staff and presenters remained until 7 PM.

A sign in sheet is shown at the end of this document.

G&M is unaware of any emails sent to staff regarding the project:

Any additional comments sent to the city regarding the Paradise Acres project will be supplied independently at the time of the Planning and Zoning and Council Public hearings.

Rio Rancho Estates

7/12/17

- * Councilman Roland F. Winters
- * Arturo + Elva Leyva eagleyva@msn.com
- * Gross Staples GSAIR2@Gmail.com
- * Andy Cepon getsurprised@cox.net
- * Eric Duffin ~~eric.duffin@gmail.com~~
- * Melanie Duffin eric.duffin@gmail.com
- * Grand Jomax, LLC - jazini@cox.net (Joe Azin)
- * Grand 53, LLC - jazini@cox.net (Joe Azin)
- * Bjorn Bondo bbondc@ford.com
- Andrew Floyd Andyfloyd82@msn.com

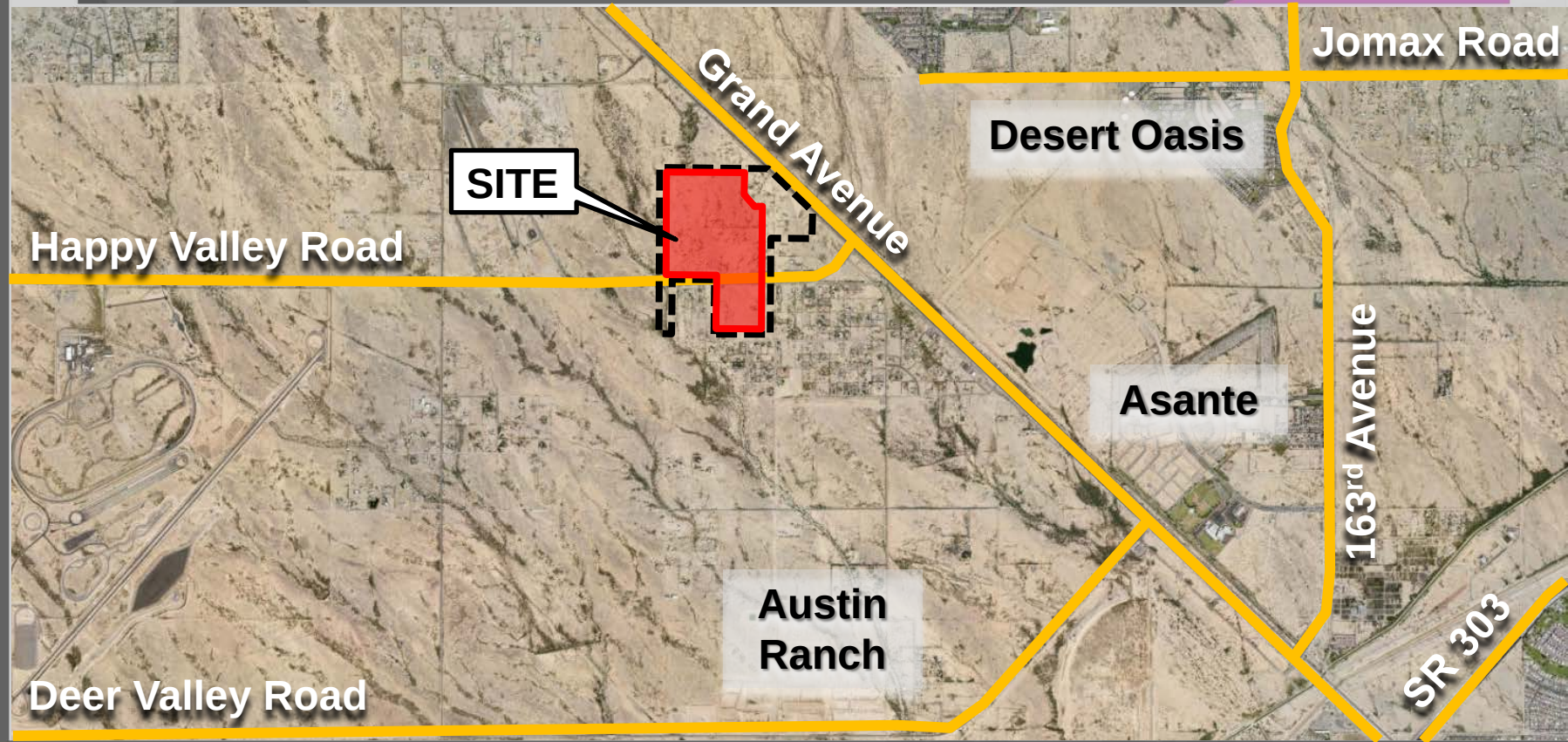


SURPRISE
ARIZONA

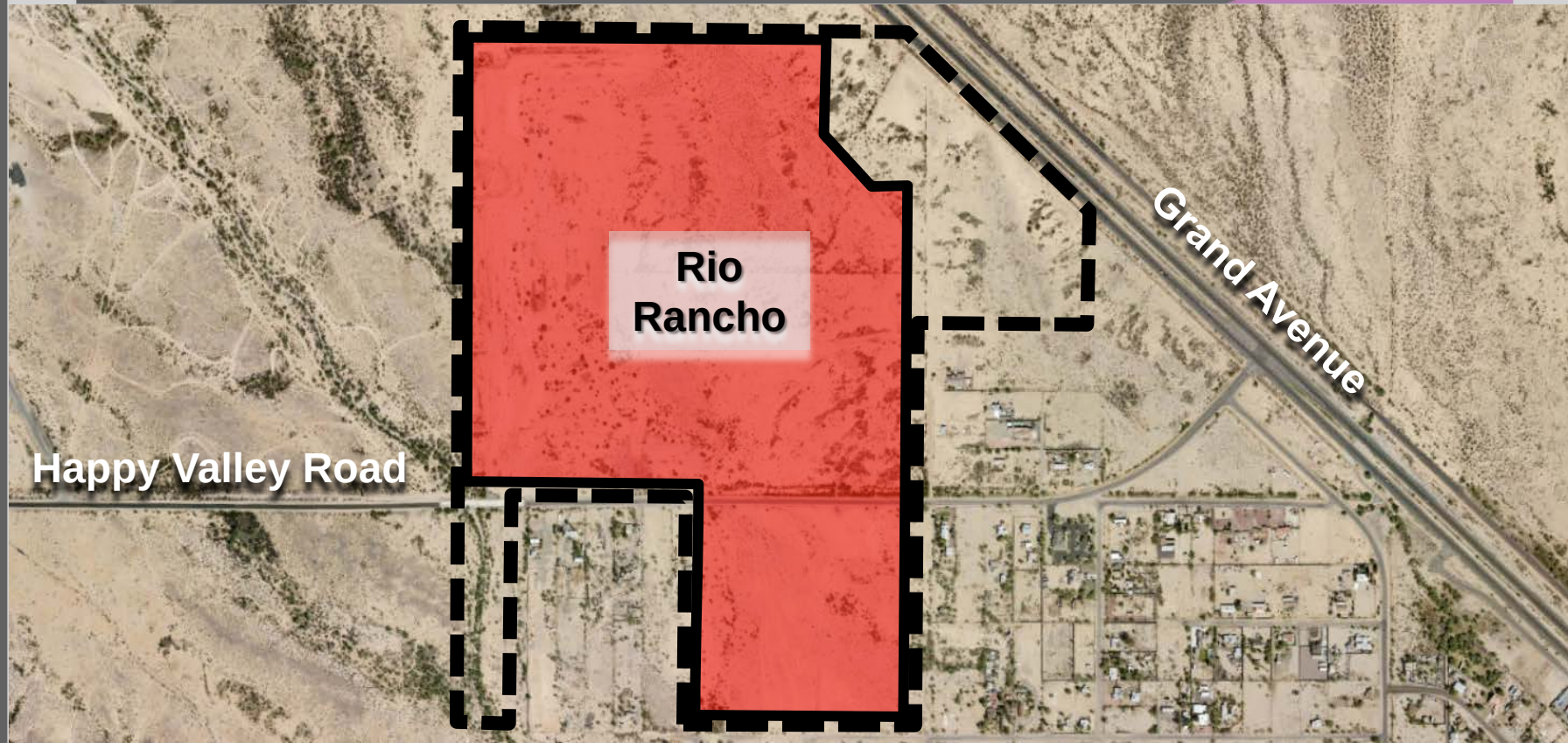
RIO RANCHO REZONE

Zoning Amendment – December 19, 2017

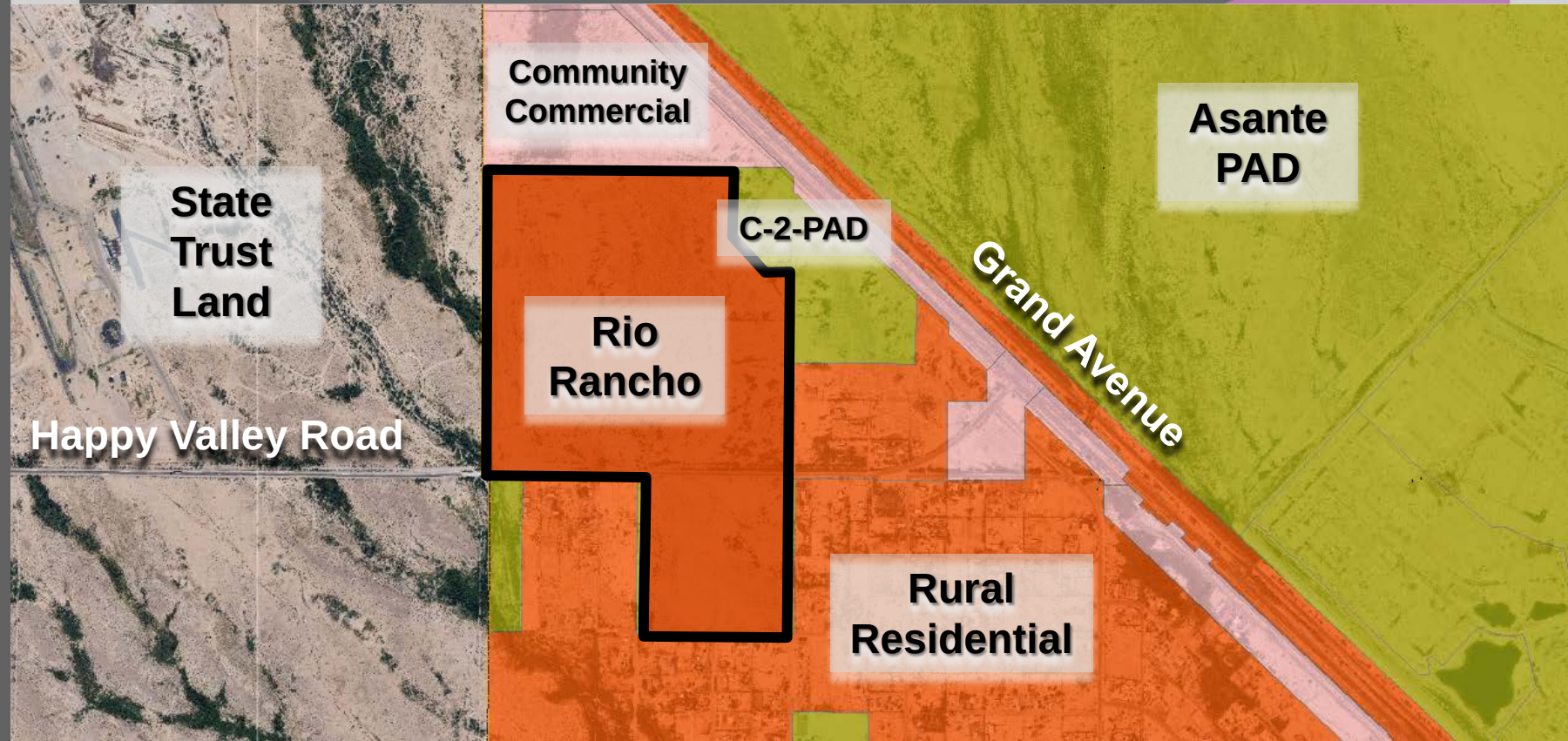
VICINITY MAP



VICINITY MAP



SURROUNDING ZONING





HISTORY

- **2001**
 - **Annexation**
 - **Rio Rancho PAD**
 - **2005**
 - **PAD Amendment**
 - **Preliminary Plat for North and South**
 - **2006**
 - **Final Plats for Parcels 5 and 6**
 - **2007:**
 - **Final Plats for Parcels 1 and 2**
- 

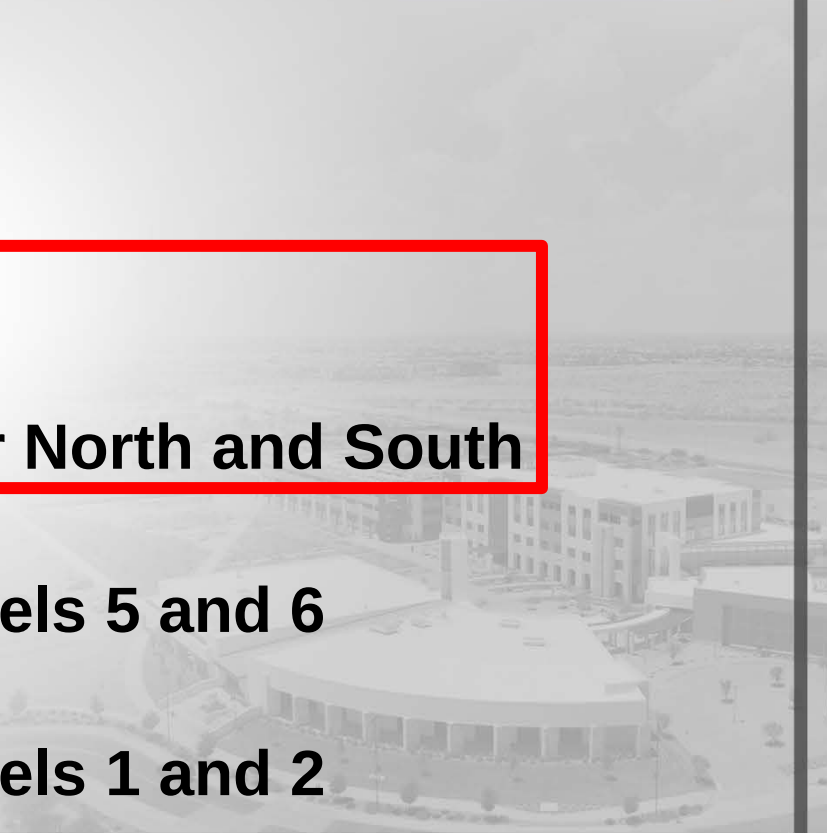


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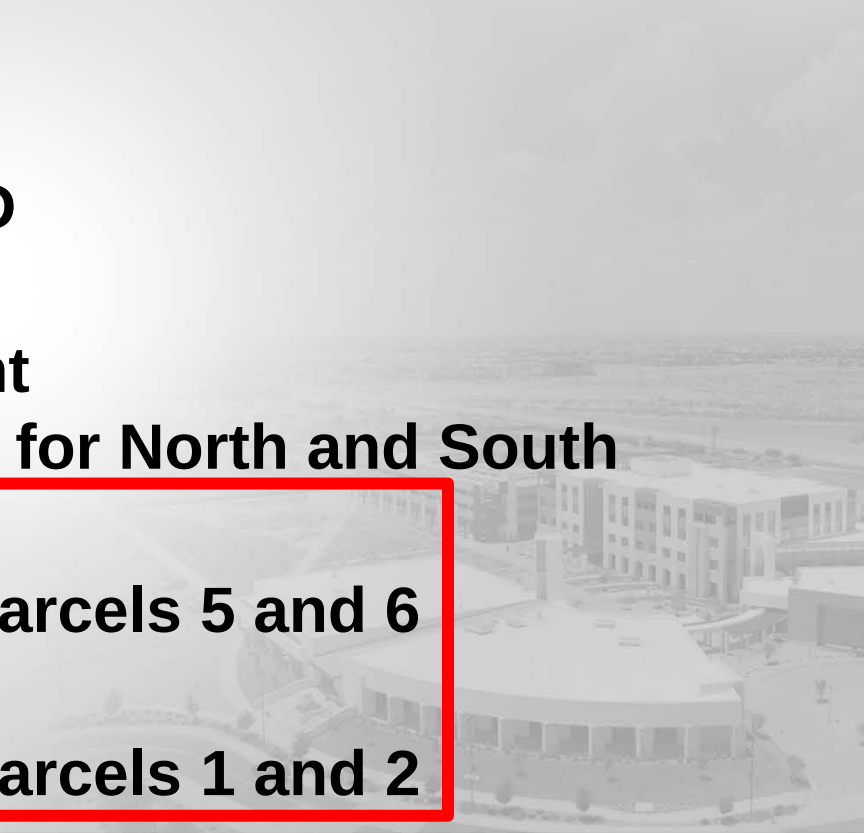


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- 



PROPOSED OVERLAY

- **Rezone 188.01 Acres of Residential PAD Zoning.**
 - **Introduce Four (4) Residential Lot Types.**
 - **Modify and Identify Setbacks for Residential Lots.**
 - **Modification of Block Length Requirements.**
 - **Modified Open Space and Trails.**
- 

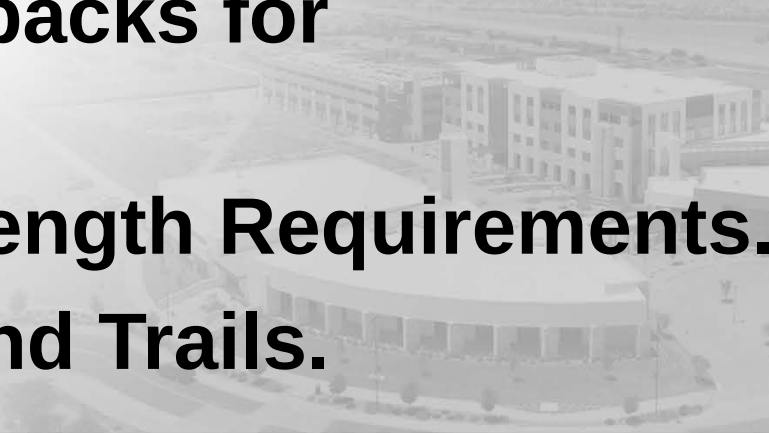


PROPOSED OVERLAY

- **Rezone 188.01 Acres of Residential PAD Zoning.**
 - **Introduce Four (4) Residential Lot Types.**
 - **Modify and Identify Setbacks for Residential Lots.**
 - **Modification of Block Length Requirements.**
 - **Modified Open Space and Trails.**
- 



PROPOSED OVERLAY

- **Rezone 188.01 Acres of Residential PAD Zoning.**
 - **Introduce Four (4) Residential Lot Types.**
 - **Modify and Identify Setbacks for Residential Lots.**
 - **Modification of Block Length Requirements.**
 - **Modified Open Space and Trails.**
- 



PROPOSED OVERLAY

- **Rezone 188.01 Acres of Residential PAD Zoning.**
- **Introduce Four (4) Residential Lot Types.**
- **Modify and Identify Setbacks for Residential Lots.**
- **Modification of Block Length Requirements.**
- **Modified Open Space and Trails.**



PROPOSED OVERLAY

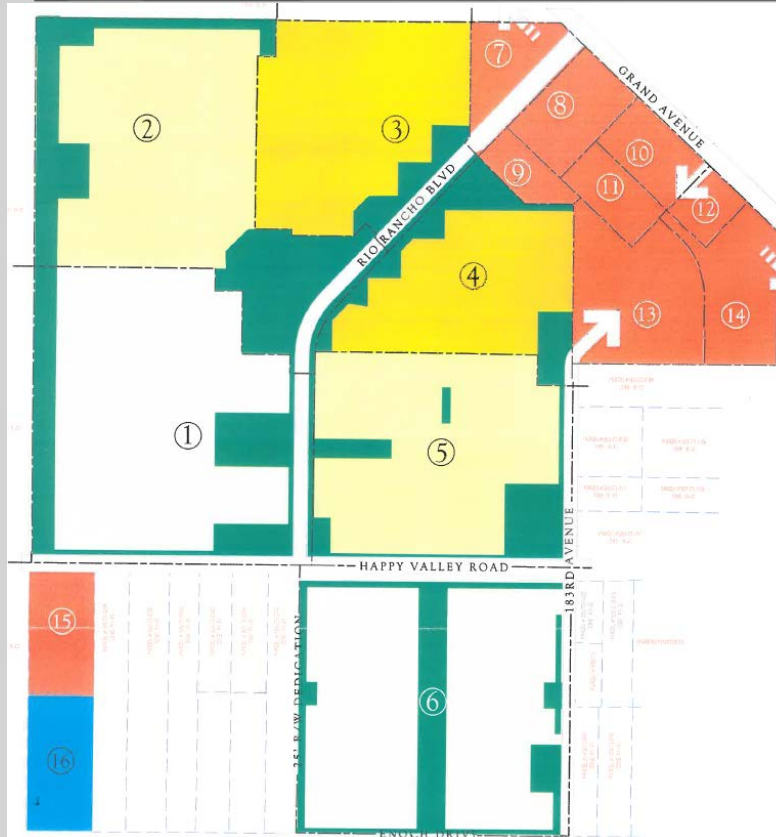
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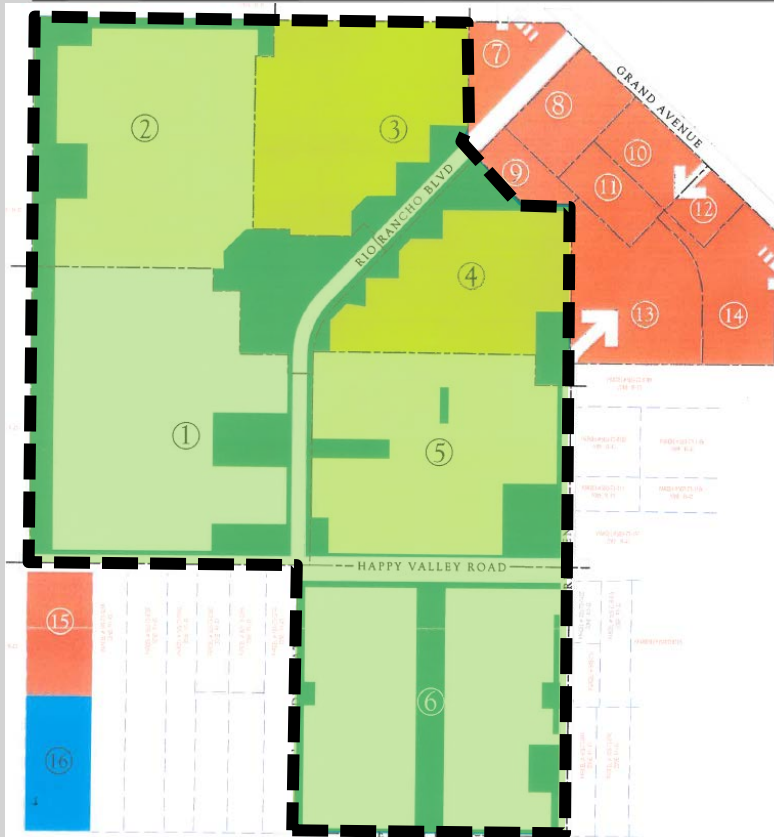
CURRENT ZONING



PARCEL	LAND USE TYPE	ACREAGE	LOTS	DENSITY	OPEN SPACE
1	Medium Density Residential	40.85 AC	178	4.36 DU/AC	9.13 AC
2	Medium Density Residential	37.43 AC	174	4.65 DU/AC	12.42 AC
3	Medium Density Residential	23.32 AC	180	7.72 DU/AC	4.92 AC
4	Medium Density Residential	18.67 AC	126	6.75 DU/AC	6.20 AC
5	Medium Density Residential	29.09 AC	152	5.23 DU/AC	4.70 AC
6	Low Density Residential	38.77 AC	116	2.99 DU/AC	7.40 AC
7-15	Commercial	39.80 AC			
16	Waste Water Treatment Plant	5.00 AC			



CURRENT ZONING



PARCEL	LAND USE TYPE	ACREAGE	LOTS	DENSITY	OPEN SPACE
1	Medium Density Residential	40.85 AC	178	4.36 DU/AC	9.13 AC
2	Medium Density Residential	37.43 AC	174	4.65 DU/AC	12.42 AC
3	Medium Density Residential	23.32 AC	180	7.72 DU/AC	4.92 AC
4	Medium Density Residential	18.67 AC	126	6.75 DU/AC	6.20 AC
5	Medium Density Residential	29.09 AC	152	5.23 DU/AC	4.70 AC
6	Low Density Residential	38.77 AC	116	2.99 DU/AC	7.40 AC
7-15	Commercial	39.80 AC			
16	Waste Water Treatment Plant	5.00 AC			

**Low and Medium
Density Residential**

188.01 Acres

926 Units

4.92 du/A

PROPOSED ZONING



ZONING SUMMARY

ZONE	LOTS	PERCENTAGE
PUD-RM-6	286	42.75
PUD-RM-9	285	42.60
PUD-RL-5	98	14.65

Happy Valley Road



PROPOSED ZONING



ZONING SUMMARY

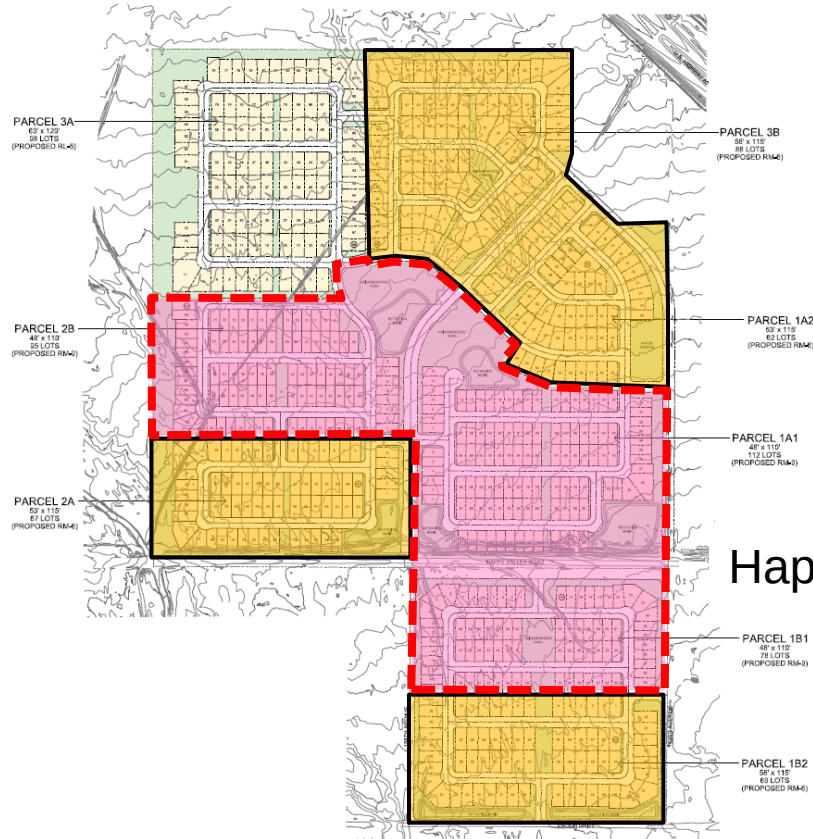
ZONE	LOTS	PERCENTAGE
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	PUD-RM-6	286	42.75
	PUD-RM-9	285	42.60
	PUD-RL-5	98	14.65

Happy Valley Road



PROPOSED ZONING



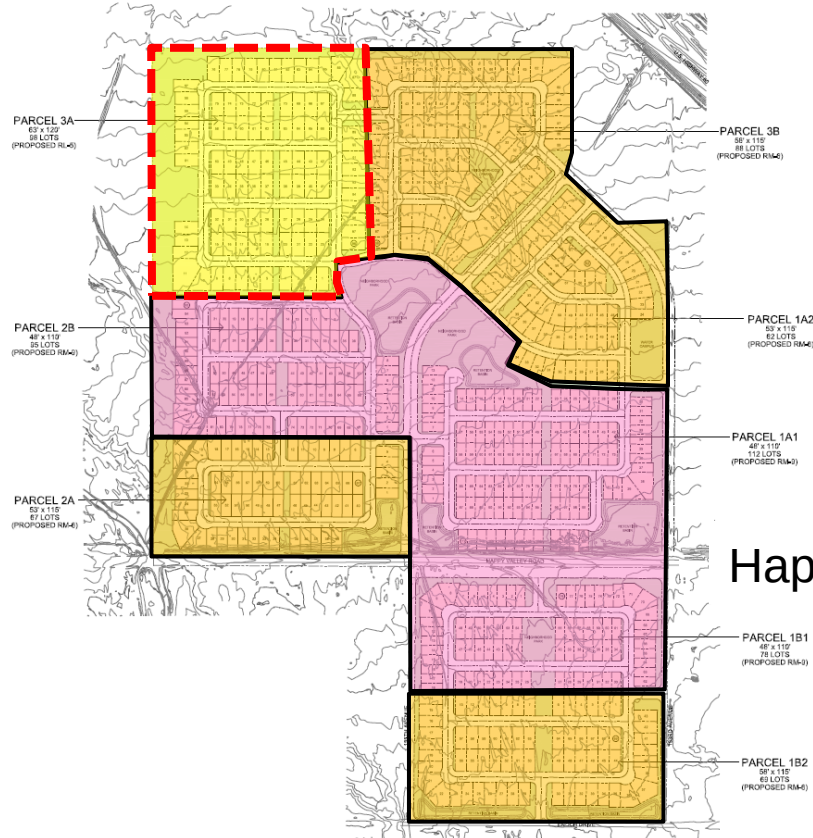
ZONING SUMMARY

ZONE	LOTS	PERCENTAGE
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 PUD-RM-9	285	42.60
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Happy Valley Road



PROPOSED ZONING



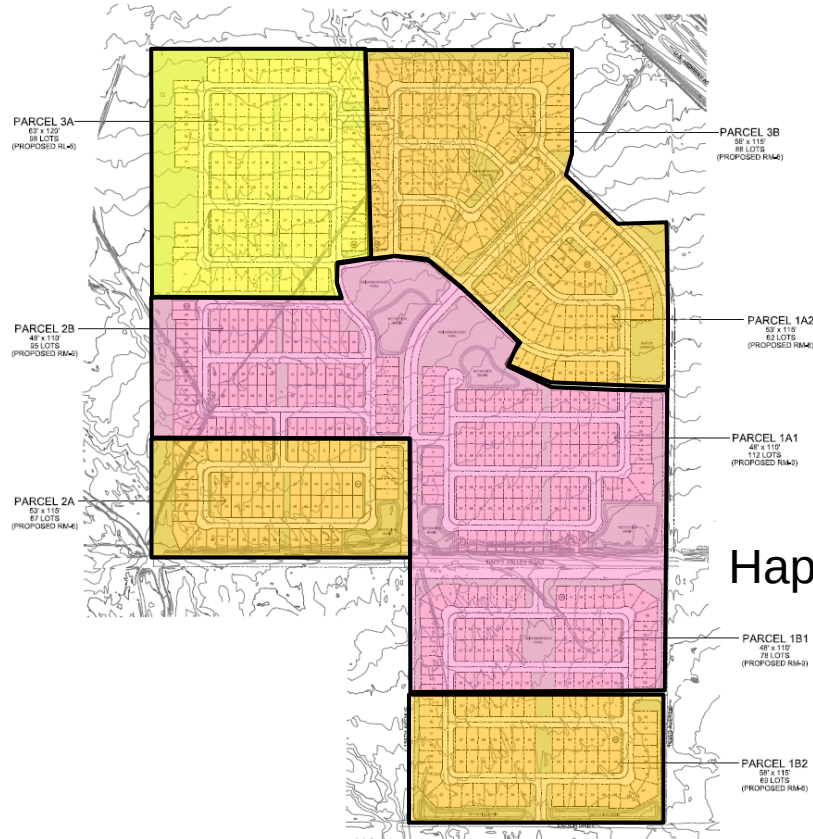
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Happy Valley Road



PROPOSED ZONING



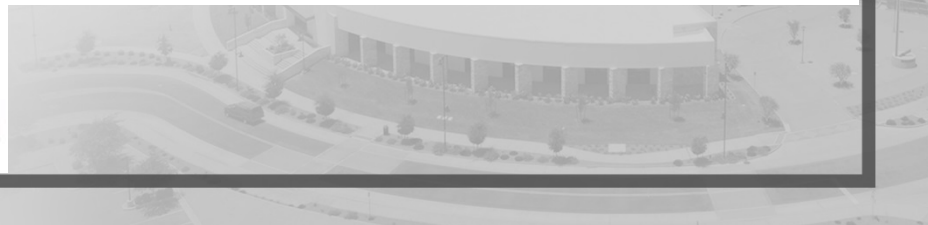
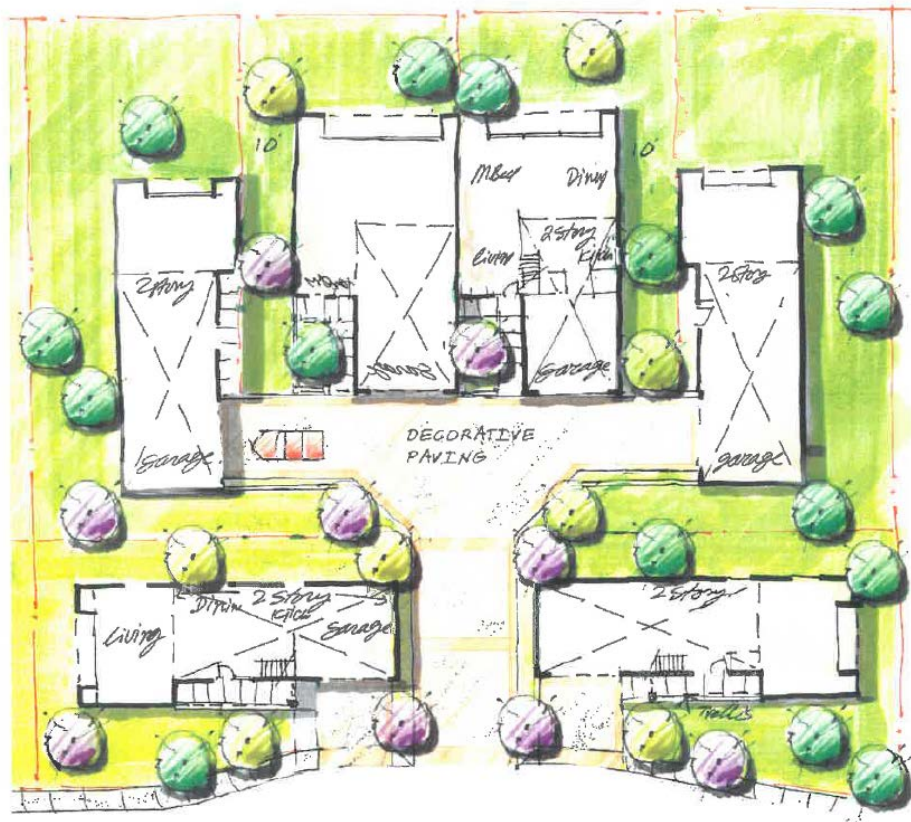
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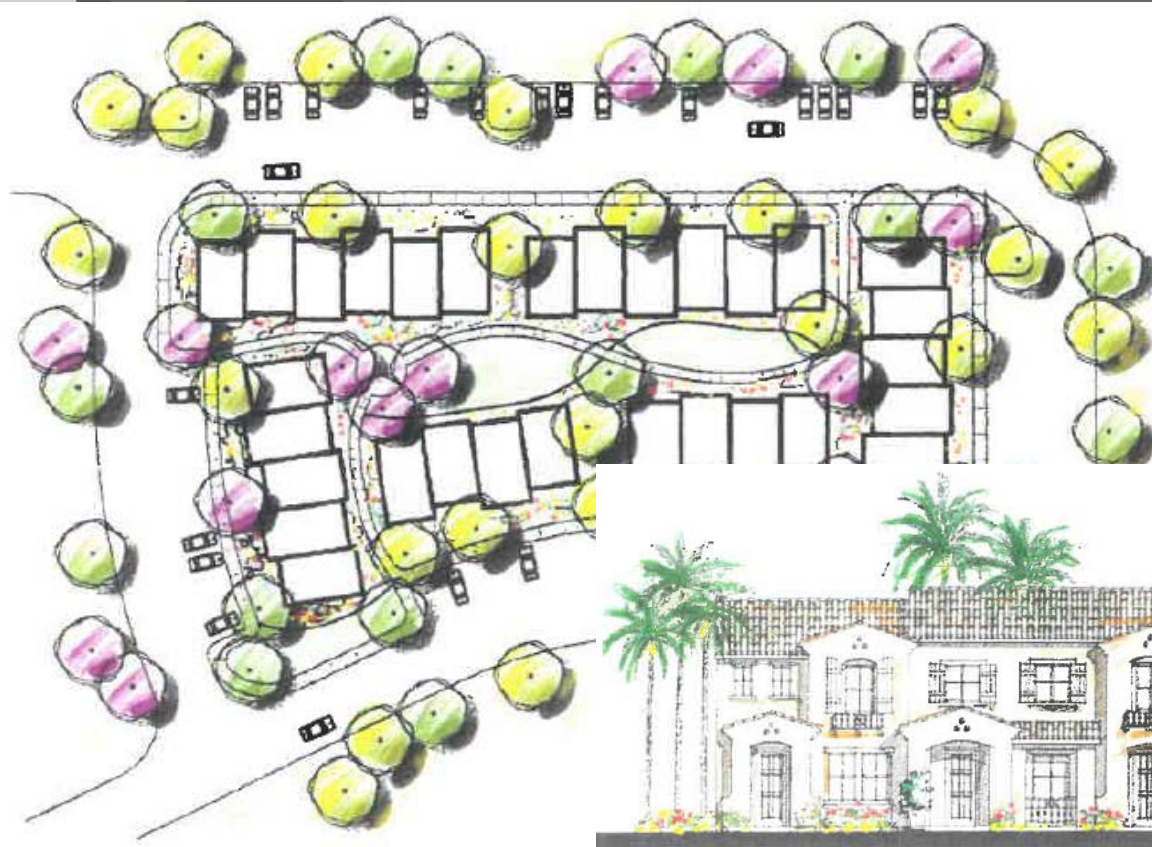
Happy Valley Road

188.01 Acres
669 Units
3.55 du/A

CURRENT LOT TYPES



CURRENT LOT TYPES



PROPOSED LOT TYPES

Zoning District	Dimensions	Lots	Density
Low Density Residential RL-5	63 Feet by 120 Feet	98	3.25 du/A
Medium Density Residential RM-6	58 Feet by 115 Feet	157	3.66 du/A
Medium Density Residential RM-9	53 Feet by 115 Feet	129	2.60 du/A
Medium Density Residential RM-9	48 Feet by 110 Feet	285	4.36 du/A
Total		669	3.55 du/A

MODIFIED SETBACKS

Existing Dimensional Standards								
Zoning District	Minimum Lot Area	Minimum Width	Minimum Depth	Front Setback	Side Setbacks	Total Side Setbacks	Rear Setback	Height
RL-5	7,200 ⌘	60'	100'	15'	5'	15'	20'	30'
RM-6	6,000 ⌘	50'	100'	12'/20'-1-	TBD	TBD	20'	35'
RM-9	4,500 ⌘	40'	100'	12'/20'-1-	TBD	TBD	20'	35'

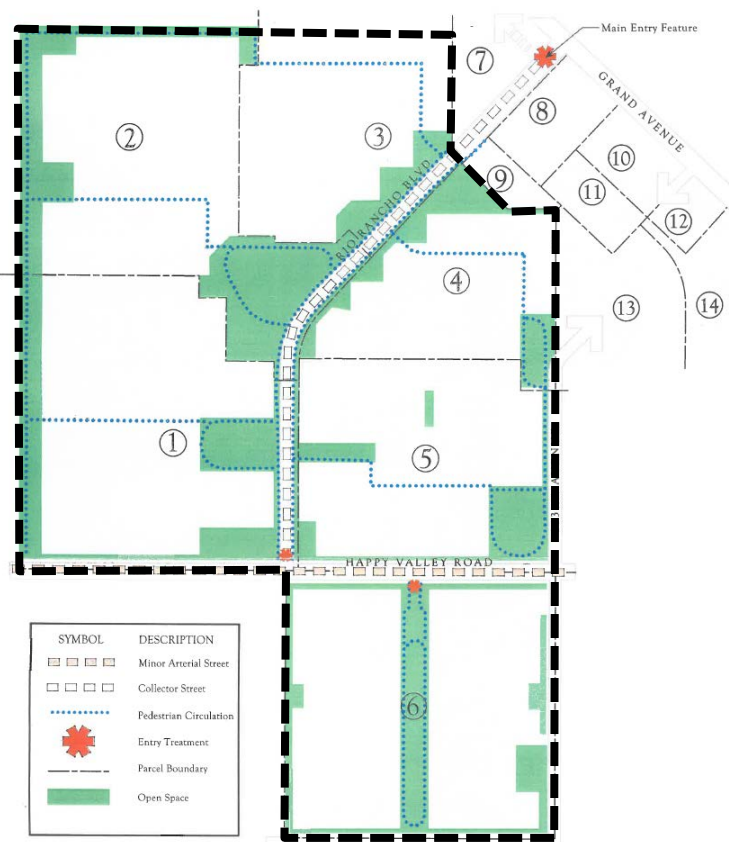
-1- Front facing garages shall have a minimum 21-foot front yard setback.

Proposed Dimensional Standards								
Zoning District	Minimum Lot Area	Minimum Width	Minimum Depth	Front Setback	Side Setbacks	Total Side Setbacks	Rear Setback	Height
RL-5	7,200 ⌘	60'	100'	15'	5'	13'	20'	35'
RM-6	6,000 ⌘	50'	100'	12'/20'-1-	5'	13'	20'	35'
RM-9	4,500 ⌘	40'	100'	12'/20'-1-	5'	13'	20'	35'

-1- Front facing garages shall have a minimum 21-foot front yard setback.

-2- Maximum coverage of 55% for all zoning districts

OPEN SPACE



PARKS MASTER PLAN



- REGIONAL PATH
- LOCAL / COMMUNITY PATH
- NEW CITY PARK
- NEW COMMUNITY PARK





RIO RANCHO PUD

- Citizen Review Held July 12, 2017
 - No Objection From Reviewing Agencies
 - The Planning and Zoning Commission Recommended Approval to the Mayor and City Council
 - Staff Recommends Approval
- 



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

ORDINANCE 2017-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE WITH A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY FOR RIO RANCHO ESTATES, LOCATED ONE (1) MILE WEST OF THE INTERSECTION OF WEST GRAND AVENUE AND WEST HAPPY VALLEY ROAD.

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

WHEREAS, the subject site is generally located one (1) mile west of the intersection of West Grand Avenue and West Happy Valley Road;

WHEREAS, the subject site is zoned Rio Rancho Estates Planned Area Development (PAD);

WHEREAS, the rezone with PUD overlay district is authorized by and satisfies the requirements of Surprise Municipal Code §122-68;

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

WHEREAS, this rezone with PUD overlay is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on December 7th, 2017 the Planning and Zoning Commission recommended approval of the Rio Rancho Estates rezone with PUD overlay.

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

Section 1. *Rezoning with PUD overlay.* The parcel legally described on Exhibit A and depicted on Exhibit B, known as Rio Rancho Estates., is rezoned from Medium Density, R-2-PAD, and Low Density Residential, R1-5-PAD, to Medium Density, RM-6-PUD and RM-9-PUD, and Low Density Residential RL-5-PUD with a PUD Overlay subject to the following stipulations:

- A. Development and use of the Rio Rancho Residential Development site will be in conformance with the project narrative entitled "*Rezoning Case for Rio Rancho Estates*," prepared by Goodwin and Marshall, Inc., consisting of 54 pages, date revised October 16, 2017.

- B. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.
- C. The Property owner and successors waive claim for diminution in value if the City takes action to rescind approval of this zone change request due to non-compliance with the stipulations of approval.

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

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

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

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

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

APPROVED AND ADOPTED this _____ day of _____ 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit 'A'
RIO RANCHO
LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 3, and the Northwest Quarter of Section 10, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a found 1/2" rebar with cap stamped "RLS #38863" for the Southwest corner of said Section 3, same being the Northwest corner of said Section 10;

THENCE North 00 deg. 09 min. 08 sec. West (Basis of Bearings) along the West line of the Southwest Quarter of said Section 3, a distance of 2631.54 feet to a found 3" Maricopa County Department of Transportation brass cap for the West Quarter corner of said Section 3;

THENCE South 89 deg. 46 min. 33 sec. East along the North line of the Southwest Quarter of said Section 3, a distance of 2137.51 feet, from which a found 2" Maricopa County aluminum cap for the East Quarter corner of said Section 3 bears South 89 deg. 46 min. 33 sec. East – 3130.52 feet;

THENCE South 01 deg. 01 min. 16 sec. West departing said North line, a distance of 545.88 feet;

THENCE South 43 deg. 22 min. 03 sec. West, a distance of 49.90 feet;

THENCE South 46 deg. 37 min. 57 sec. East, a distance of 403.84 feet to a Point of Curvature of a circular curve to the left, having a radius of 70.00 feet, a central angle of 44 deg. 29 min. 10 sec., and being subtended by a chord which bears South 68 deg. 52 min. 32 sec. East - 53.00 feet;

THENCE in a southeasterly direction along said curve to the left, a distance of 54.35 feet;

THENCE North 88 deg. 52 min. 56 sec. East tangent to said curve, a distance of 193.35 feet to the East line of the Southwest Quarter of said Section 3, from which a found 2" Maricopa County aluminum cap for the North Quarter corner of said Section 3 bears North 00 deg. 12 min. 58 sec. East – 3049.48 feet;

THENCE South 00 deg. 12 min. 58 sec. West along said East line, a distance of 1760.38 feet to a calculated position of the South Quarter corner of said Section 3, same being the North Quarter of said Section 10;

THENCE South 00 deg. 22 min. 29 sec. West along the East line of the Northwest Quarter of said Section 10, a distance of 1286.09 feet;

THENCE North 89 deg. 43 min. 43 sec. West departing said East line, a distance of 1310.92 feet to a found 1/2" rebar with cap stamped "RLS #38863" in the West line of the Northeast Quarter of the Northwest Quarter of said Section 10;

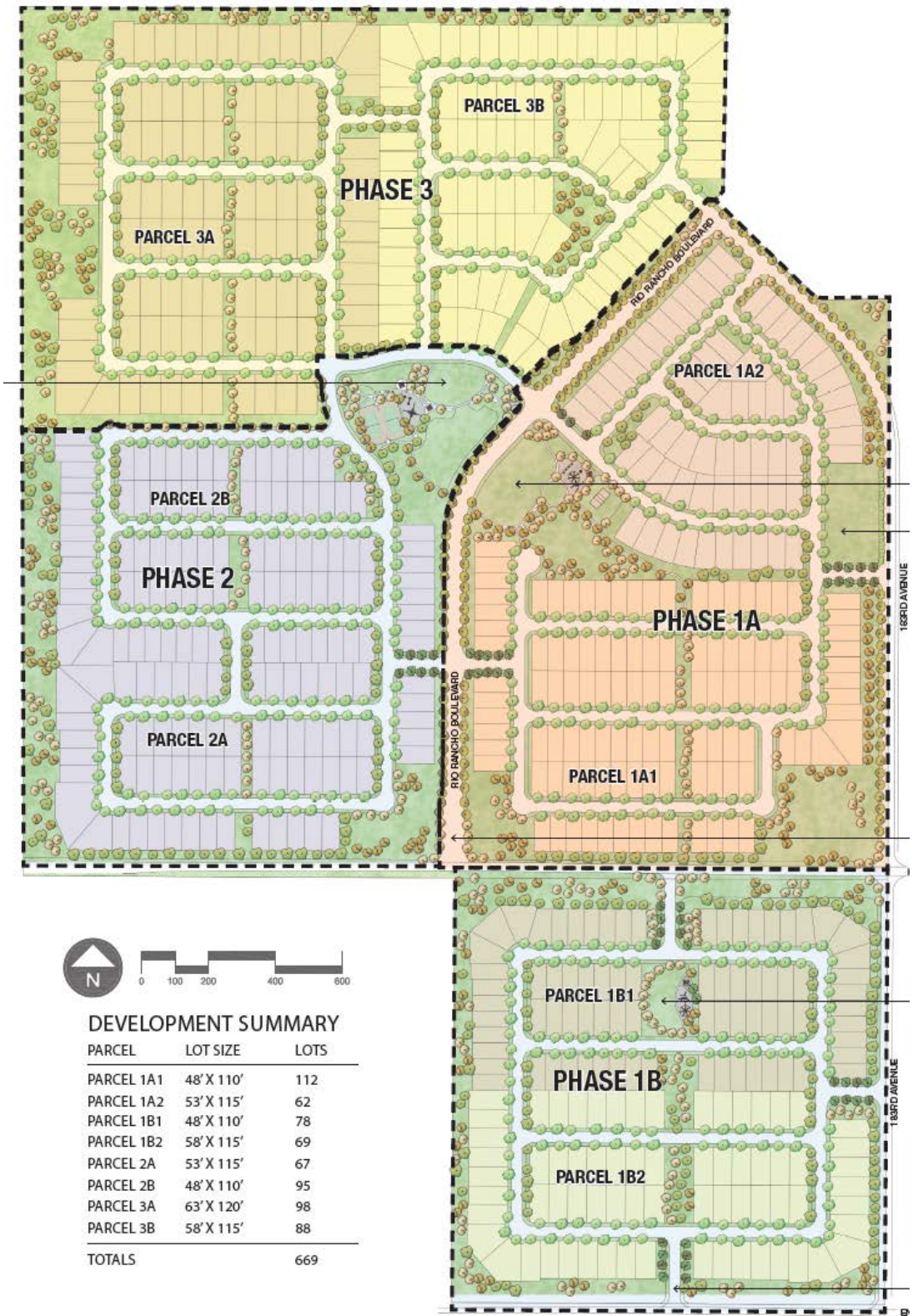
THENCE North 00 deg. 30 min. 00 sec. East along said West line, a distance of 1285.85 feet to a found 1" iron pipe for the North 16th corner of the Northwest Quarter of said Section 10;

THENCE North 89 deg. 44 min. 22 sec. West along the North line of the Northwest Quarter of said Section 10, same being the South line of the Southwest Quarter of said Section 3, a distance of 1308.11 feet to the POINT OF BEGINNING, containing 8,189,796 square feet or 188.012 acres of land, more or less.



EXPIRES 3/31/2019

Exhibit 'B'



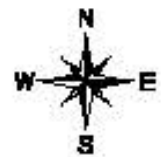
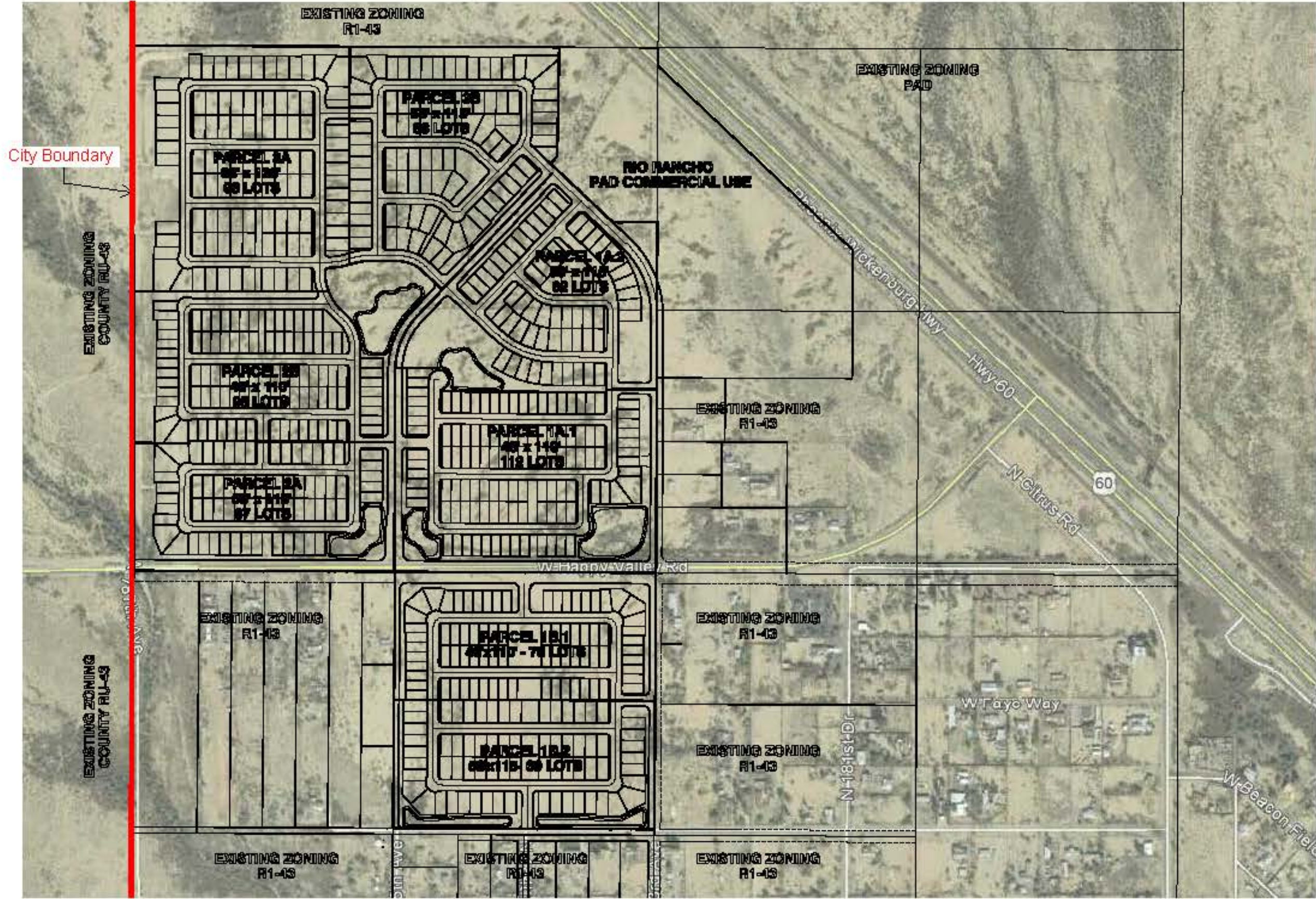


Plate 1

GOODWIN & MARSHALL

CIVIL ENGINEERS - PLANNERS - SURVEYORS

2705 S. Alma School Road, Ste 2
Chandler, Arizona 85226
(602) 218-7285

**CONTEXT PLAN
WITH REGIONAL ZONING**



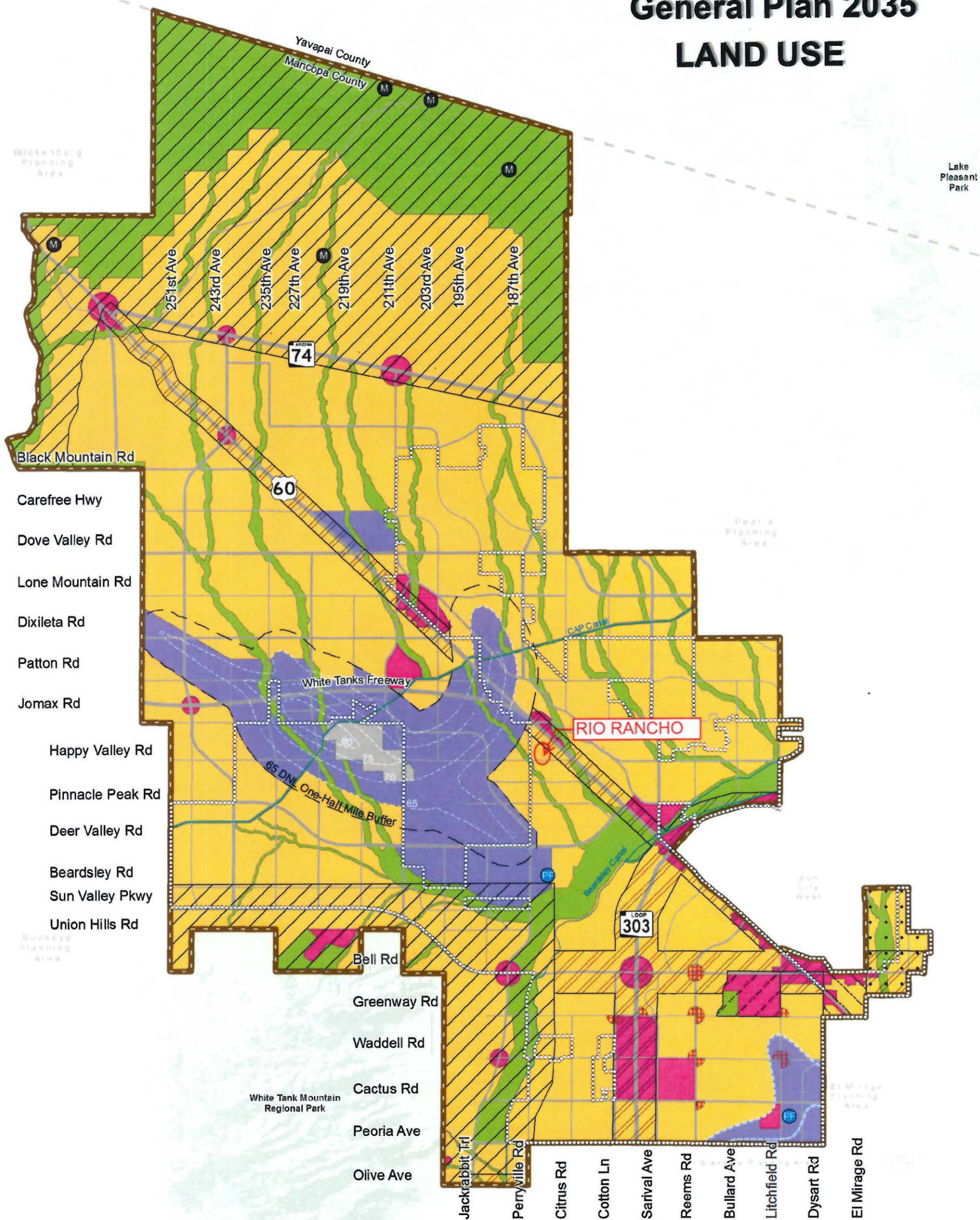
SOUTHWEST VALUE PARTNERS

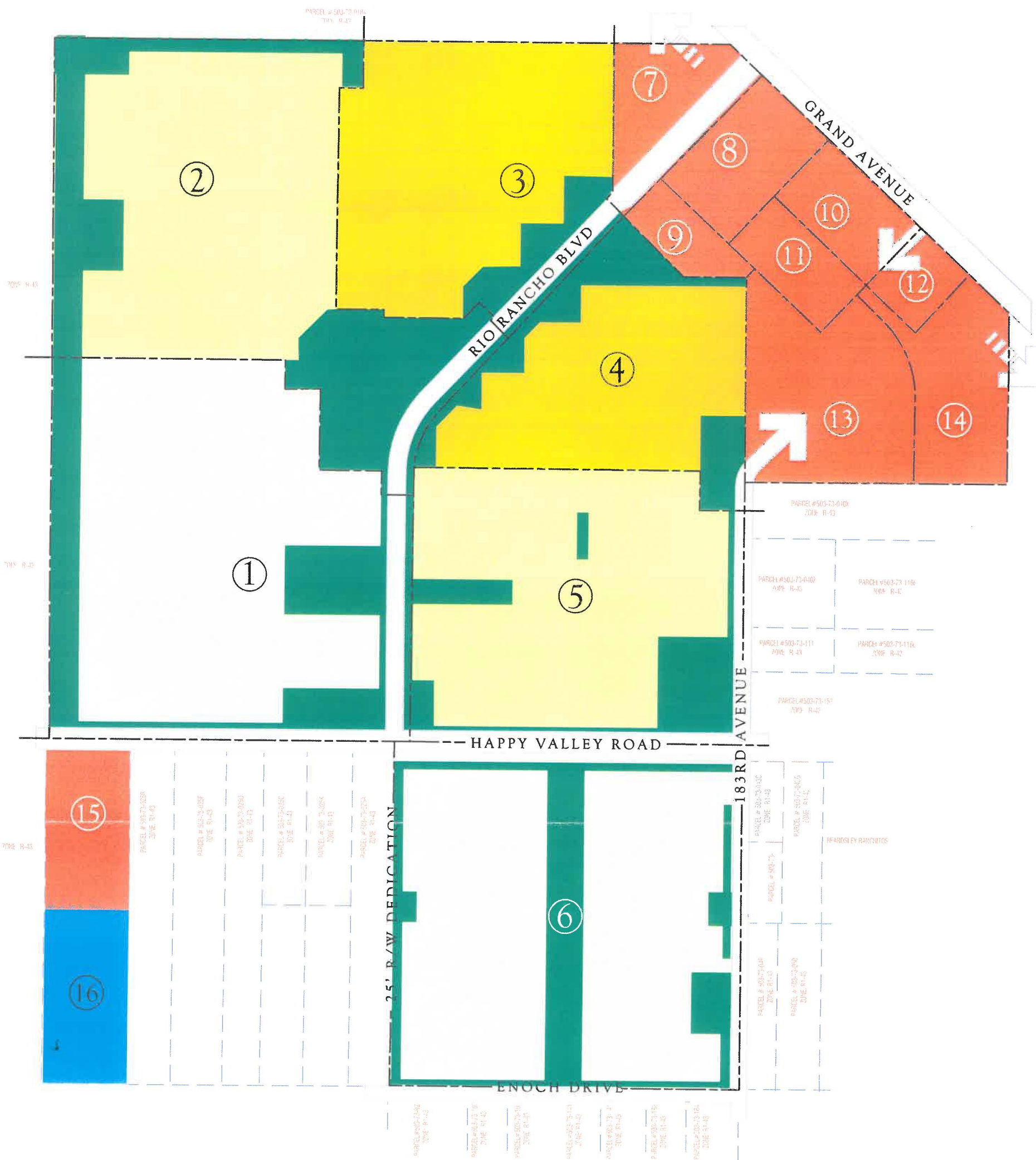
RIO RANCHO
CITY OF SUPRISE,
MARICOPA COUNTY, TEXAS
MAY, 2017

SOUTHWEST VALUE PARTNERS
8000 E. DOUBLETREE RANCH ROAD, SUITE 120
SCOTTSDALE, AZ 85258
TEL 480-800-7884

General Plan 2035

LAND USE





PARCEL	LAND USE TYPE	ACREAGE	LOTS	DENSITY	OPEN SPACE
1	Medium Density Residential	40.85 AC	178	4.36 DU/AC	9.13 AC
2	Medium Density Residential	37.43 AC	174	4.65 DU/AC	12.42 AC
3	Medium Density Residential	23.32 AC	180	7.72 DU/AC	4.92 AC
4	Medium Density Residential	18.67 AC	126	6.75 DU/AC	6.20 AC
5	Medium Density Residential	29.09 AC	152	5.23 DU/AC	4.70 AC
6	Low Density Residential	38.77 AC	116	2.99 DU/AC	7.40 AC
7-15	Commercial	39.80 AC			
16	Waste Water Treatment Plant	5.00 AC			



Rio Rancho Estates

Land Use Plan

Plate A1

PAD - Second Amendment

PARCEL 3A
63' x 120'
98 LOTS
(PROPOSED RL-5)

PARCEL 2B
48' x 110'
95 LOTS
(PROPOSED RM-9)

PARCEL 2A
53' x 115'
67 LOTS
(PROPOSED RM-6)

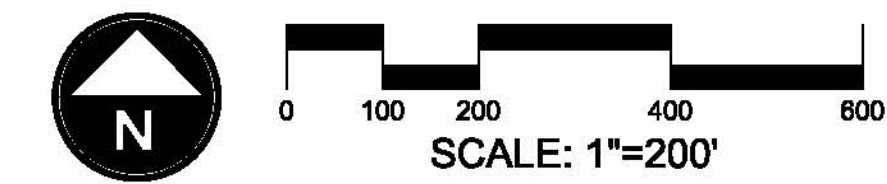
PARCEL 3B
58' x 115'
88 LOTS
(PROPOSED RM-6)

PARCEL 1A2
53' x 115'
62 LOTS
(PROPOSED RM-6)

PARCEL 1A1
48' x 110'
112 LOTS
(PROPOSED RM-9)

PARCEL 1B1
48' x 110'
78 LOTS
(PROPOSED RM-9)

PARCEL 1B2
58' x 115'
69 LOTS
(PROPOSED RM-6)



DEVELOPMENT SUMMARY

PARCEL	LOT SIZE	LOTS
PARCEL 1A1	48' X 110	112
PARCEL 1A2	53' X 115'	62
PARCEL 1B1	48' X 110'	78
PARCEL 1B2	58' X 115'	69
PARCEL 2A	53' X 115'	67
PARCEL 2B	48' X 110'	95
PARCEL 3A	63' X 120'	98
PARCEL 3B	58' X 115'	88
TOTALS		669

ZONING SUMMARY

ZONE	LOTS	PERCENTAGE
PUD-RM-6	286	42.75
PUD-RM-9	285	42.60
PUD-RL-5	98	14.65
OPEN SPACE		41.76 ACRES



RIO RANCHO ESTATES

MASTER PLAN - ZONING DISTRICT OVERLAY

CITY OF SURPRISE, ARIZONA

GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
8400 E. Prentiss Avenue, Suite 1300
Greenwood Village, Colorado 80111
(303) 459-4881

PREPARED FOR:
SOUTHWEST VALUE PARTNERS
7600 EAST DOUBLETREE RANCH RD
SCOTTSDALE, AZ 85258

DATE: SEPTEMBER 2017
PROJECT: 000.0000.01
DRAWN BY: EL
REVIEW BY: EL
VERSION:
REVISIONS:

SHEET TITLE:
OVERALL CONCEPT PLAN

SHEET NUMBER:
PLATE A2

Rio Rancho

City of Surprise,
Arizona

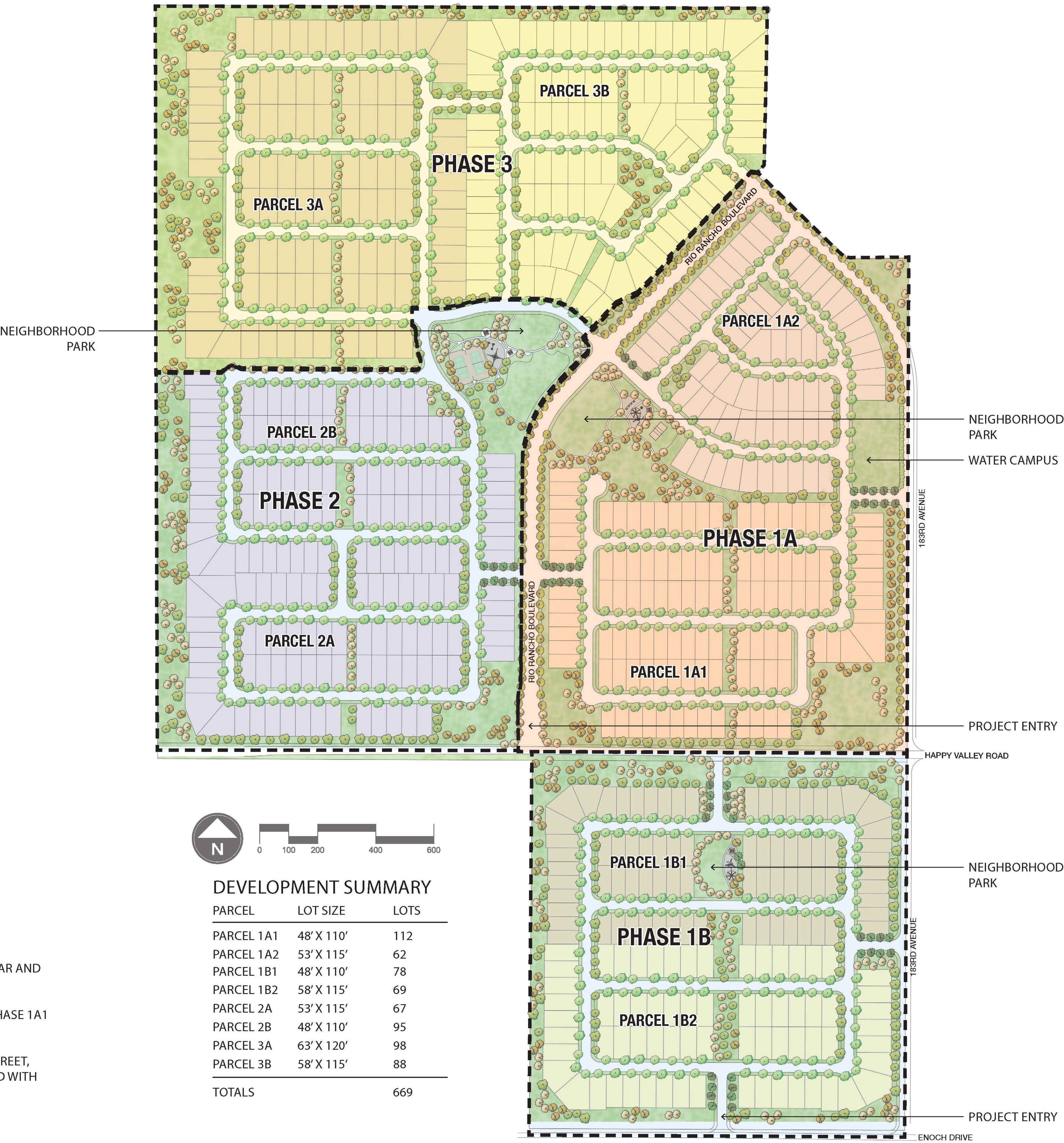
GOODWIN & MARSHALL
CIVIL ENGINEERS – PLANNERS – SURVEYORS
4809 E Thistle Landing Dr, Ste. 100, Phoenix, Arizona 85044
Metro (602) 218-7285

Southwest Value Partners
Dave Henry
7600 East Doubletree Ranch Road Suite 120
Scottsdale, AZ 85258



Phasing Plan

Plate A3
SEPTEMBER 2017



NOTES:

- PHASING OF RIO RANCHO IS NON-LINEAR AND WILL BE BASED ON MARKET DEMANDS
- RIO RANCHO BOULEVARD WILL BE CONSTRUCTED IN ITS ENTIRETY WITH PHASE 1A1 AND 1A2
- HALF STREET IMPROVEMENTS WILL BE CONSTRUCTED PER SUDC FOR 183RD STREET, HAPPY VALLEY ROAD, AND ENOCH ROAD WITH ADJACENT DEVELOPMENT
- MID-BLOCK TRAIL CROSSINGS REQUIRE ALTERNATE PAVING METHOD

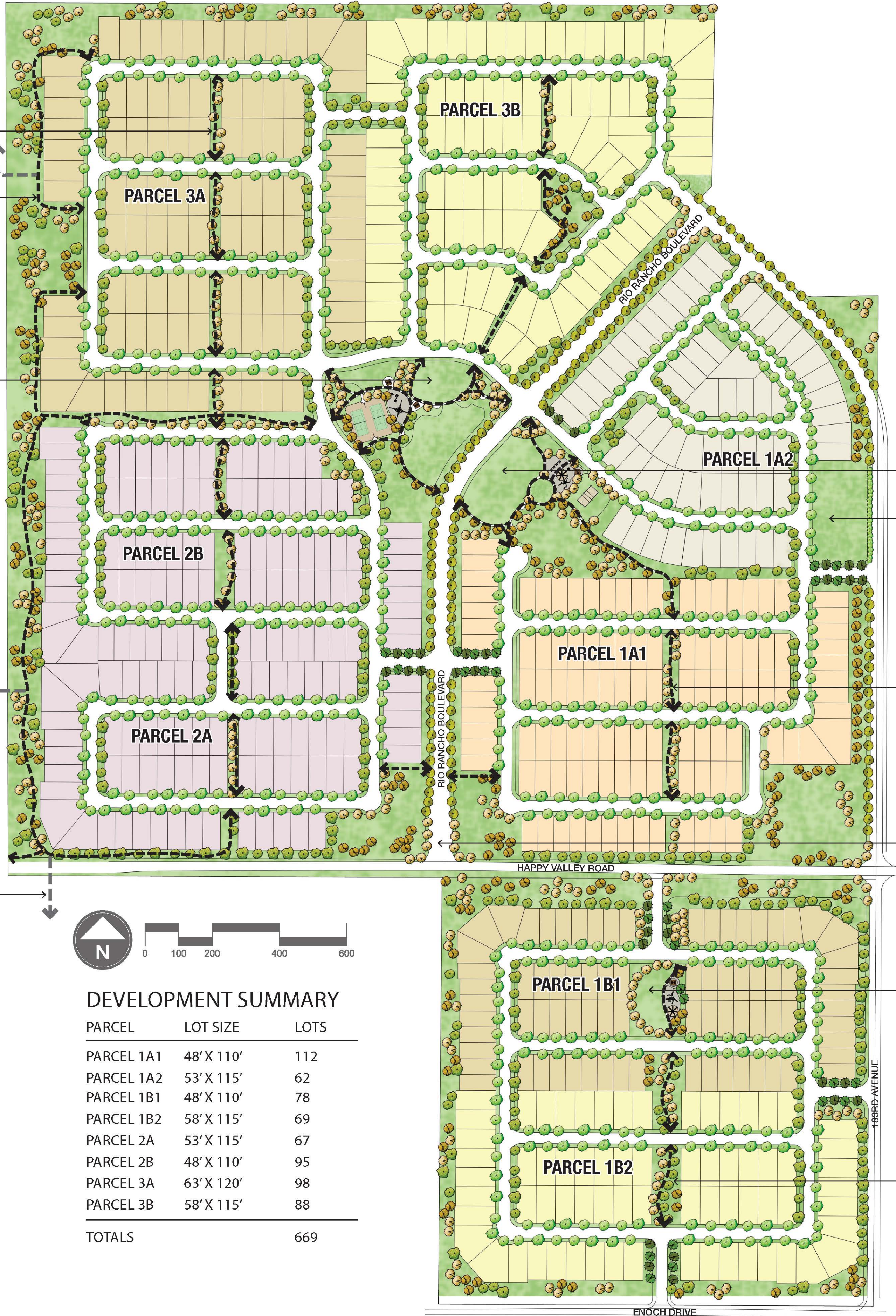
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PARCEL 2B	48' X 110'	95
PARCEL 3A	63' X 120'	98
PARCEL 3B	58' X 115'	88
TOTALS		669

TRAIL COORIDOR
FUTURE TRAIL CONNECTION
TRAIL SECTION IN WASH AREA
TO BE DEDICATED TO THE CITY
OF SURPRISE AS A PART OF THE
REGIONAL TRAIL SYSTEM

NEIGHBORHOOD
PARK

FUTURE TRAIL CONNECTION

FUTURE TRAIL CONNECTION



DEVELOPMENT SUMMARY		
PARCEL	LOT SIZE	LOTS
PARCEL 1A1	48' X 110'	112
PARCEL 1A2	53' X 115'	62
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CONSTRUCTED PER SUDC FOR 183RD STREET,
HAPPY VALLEY ROAD, AND ENOCH ROAD WITH
ADJACENT DEVELOPMENT
-MID-BLOCK TRAIL CROSSINGS REQUIRE
ALTERNATE PAVING METHOD

- PLANT SCHEDULE
- SYMBOL

BOTANICAL/COMMON NAME
- TREES
- DALBERGIA SISSOO
ROSEWOOD

FRAXINUS VELUTINA 'RIO GRANDE'*

RIO GRANDE ASH

PISTACIA X 'RED PUSH'

RED PUSH PINE

PHOENIX DACTYLIFERA
DATE PALM

PINUS ELDARICA
MONDEL PINE

PLATANUS WRIGHTII *

ARIZONA SYCAMORE

QUERCUS VIRGINIANA 'HERITAGE' (tm)

'HERITAGE' LIVE OAK (MULTI)

ULMUS PARVIFOLIA
EVERGREEN ELM
- SHRUBS
- CAESALPINIA PULCHERRIMA
RED BIRD OF PARADISE

CASSIA PHYLLODENIA
SILVER CASSIA

EREMOPHILA SP. 'VALENTINE' (tm)

VALENTINE

LEUCOPHYLLUM L. 'LYNN'S LEGACY'

'LYNN'S LEGACY' SAGE

NERIUM OLEANDER 'PETITE PINK'

PETITE PINK OLEANDER

RUELLIA BRITTONIANA
BRITISH RUELLIA

RUELLIA PENINSULARIS
BAJA RUELLIA
- ACCENTS
- AGAVE DESMETTIANA
AGAVE

DASYLIRON WHEELERI
DESERT SPOON

ALOE BARBADENSIS
ALOE VERA (YELLOW FLOWER)

BOUGAINVILLEA B. 'LA JOLLA'

BUSH BOUGAINVILLEA

DASYLIRON QUADRANGULATUM
TOOTHLESS DESERT SPOON

EUPHORBIA BIGLANDDULSA
EUPHORBIA RIGIDA

HESPERALOE PARVIFLORA
RED YUCCA

MUHLENBERGIA C. 'REGAL MIST' (tm)

'REGAL MIST' DEER GRASS

MUHLENBERGIA L. 'AUTUMN GLOW' (tm)

AUTUMN GLOW DEER GRASS

MUHLENBERGIA RIGIDA 'NASHVILLE' (tm)

NASHVILLE DEER GRASS

PEDILANTHUS MACROCARPUS
LADY'S SLIPPER

PENNISETUM SETACEUM 'CUPREUM'

PURPLE FOUNTAIN GRASS

PHOENIX ROEBELENI *

PIGMY DATE PALM
- GROUNDCOVERS
- ACACIA REDOLENS 'DESERT CARPET'

TRAILING ACACIA (tm)

CYNODON DACTYLON 'MID-IRON' *

'MID-IRON' BERMUDA GRASS

CYNODON D. 'TRIANGLE BERMUDA' *

TRIANGLE BERMUDA GRASS

CONVOLVULUS CNEORUM
BUSH MORNING GLORY

LANTANA SSP. 'NEW GOLD'

NEW GOLD LANTANA

ROSMARINUS O. 'HUNTINGTON CARPET'

DWARF ROSEMARY

SETCREASEA PALLIDA *

PURPLE HEART
- VINES
- PARTHENOCISSUS SP.
'HACIENDA CREEPER' (tm)

VITIS CALIFORNICA 'ROGERS RED' *

'ROGERS RED' CALIFORNIA GRAPE
- MATERIALS
- CONCRETE HEADER

EXTRUDED CONCRETE CURB

DECOMPOSED GRANITE
'WALKER GOLD'

DECOMPOSED GRANITE
'WALKER GOLD'

CRUSHED ROCK
'WALKER GOLD'

Rio Rancho

City of Surprise,
Arizona

GOODWIN
MARSHALL
CIVIL ENGINEERS – PLANNERS – SURVEYORS
4809 E Thistle Landing Dr, Ste. 100, Phoenix, Arizona 85044
Metro (602) 218-7285

Southwest Value Partners
Dave Henry
7600 East Doubletree Ranch Road Suite 120
Scottsdale, AZ 85258



Overall Landscape
Concept Plan

Plate A4
SEPTEMBER 2017



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 19, 2017	Contact Person:	Robert Kuhfuss - Community Development
Submitting Department:	CD	District:	3
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of the preliminary plat entitled, "S.E.C. 175th Ave & Sweetwater" dated October 20, 2017, an approximately 10 acres property generally located at the southeast corner of 175th Avenue and Sweetwater Avenue.

Motion:

I move to approve the preliminary plat entitled, "S.E.C. 175th & Sweetwater" dated October 20, 2017, subject to stipulations "a" through "d" as listed in the Staff Report.

Background:

Don Willie of EPS Group, on behalf of A & B Investments, Inc. seeks approval of a 10-acre Preliminary Plat in the Medium Density Residential (RM-9 PUD) zoning district. This request follows a Zone Change recently approved by the City Council for the subject property. The approved zoning will allow up to 5.0 dwelling units per acre (DU/Ac); however, the proposed Preliminary Plat demonstrates a gross density of 4.4 DU/Ac. The proposed Preliminary Plat is consistent with the Surprise General Plan, the Surprise Unified Development Code, and the approved zoning. The Planning and Zoning Commission is scheduled to hear the request on December 19-2017; however, the results of that meeting are unknown as of the writing of this report. Staff's recommendation to the Commission is for approval, subject to standard stipulations as outlined in the attached staff report.

Objective Analysis:

The City Council previously approved a zone change for the subject property. The subject Preliminary Plat meets the requirements of that zoning district, in addition to other requirements as set forth in the SUDC. The Planning and Zoning Commission is scheduled to hear the subject request on December 7, 2017; however, the results of that meeting are unknown as of the writing of this report.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. The

subject proposal demonstrates a gross density of 4.4 DU/Ac. As such the proposed zoning most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00-FS17-043-Preliminary Plat for 175th & Sweetwater-Staff REport](#)
 - ☐ [01 - FS17-403 - Preliminary Plat for 175th & Sweetwater - Vicinity Map](#)
 - ☐ [02 - FS17-403 - Preliminary Plat for 175th & Sweetwater - Case Map](#)
 - ☐ [03 - FS17-403 - Preliminary Plat for 175th & Sweetwater - Preliminary Plat](#)
 - ☐ [04 - FS17-403 - Preliminary Plat for 175th & Sweetwater - Landscape Plan](#)
 - ☐ [05 - FS17-403 - Preliminary Plat for 175th & Sweetwater - Luke AFB Comments](#)
 - ☐ [06 - FS17-403 - Preliminary Plat for 175th & Sweetwater - ADOT Comments](#)
 - ☐ [07 - FS17-403 - Preliminary Plat for 175th & Sweetwater - MWD Comments](#)
 - ☐ [08 - FS17-403 - Preliminary Plat for 175th & Sweetwater - FCDMC Comments](#)
 - ☐ [09 - FS17-403 - Preliminary Plat for 175th & Sweetwater - Presentation](#)
-

PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL

Case: **FS17-403**

Project Name: 175th & Sweetwater

Council District: 3

Meeting Date: **December 19, 2017**

Planner: Robert H. Kuhfuss, AICP

Owner: A & B Investments, Inc.

Applicant: Don Willie of EPS Group on behalf of A & B Investments, Inc.

Request: Preliminary Plat in the Medium Density Residential (RM-9 PUD) zoning district

Site Location: Generally located at the southeast corner of 175th Avenue and Sweetwater Avenue

Site Size: 10 acres (approx.)

Density: 5.0 DU/Ac

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

Support/Opposition: None known

Commission

Recommendation: **Approve** per staff-recommended stipulations "a" through "d"

Introduction:

Initially, the applicant sought approval of five (5) separate requests in what was then a county island located in the western portion of Surprise, near Sarah Ann Ranch. Those five requests are listed below:

Case FS16-391 – 175th & Sweetwater

- Zone Change from RR to RM-9 PUD
- Preliminary Plat

Case FS16-392 – Magnolia

- Rezone from RR to RM-6 PUD; from RR to RM-9 PUD; from RH PUD to RM-9 PUD; from RR to RH PUD with Flex Zone; from RR to CR PUD with Flex Zone and from RR to CR PUD.
- Preliminary Plat

Case FS16-427 – Annexation

The two Zone Change requests and their related Preliminary Plats were presented to the Planning and Zoning Commission, who made a favorable recommendation to the City Council. The City Council approved the annexation on January 17, 2017, but continued the two Zone Change requests and two Preliminary Plats to a date-certain of February 7, 2017 at the applicant's request.

During the February 7, 2017 City Council meeting, the applicant informed the Council that due to contractual issues, the collective of projects could not move forward at that time. The Council then remanded two Zone Change requests and two Preliminary Plats back to the Planning and Zoning Commission until such time as the development plans could be revised.

Since that time, the various owners of the previous land assemblage have been working to bring forth revised submittals independently. The Commission and Council heard the first of these revised submittals, a 10-acre zone change, under case FS16-391 on September 7, 2017 and October 3, 2017, respectively.

The subject request is the revised Preliminary Plat that is directly associated with case FS16-391. The Commission heard this case on December 7, 2017 and recommended approval per staff-recommended stipulations.

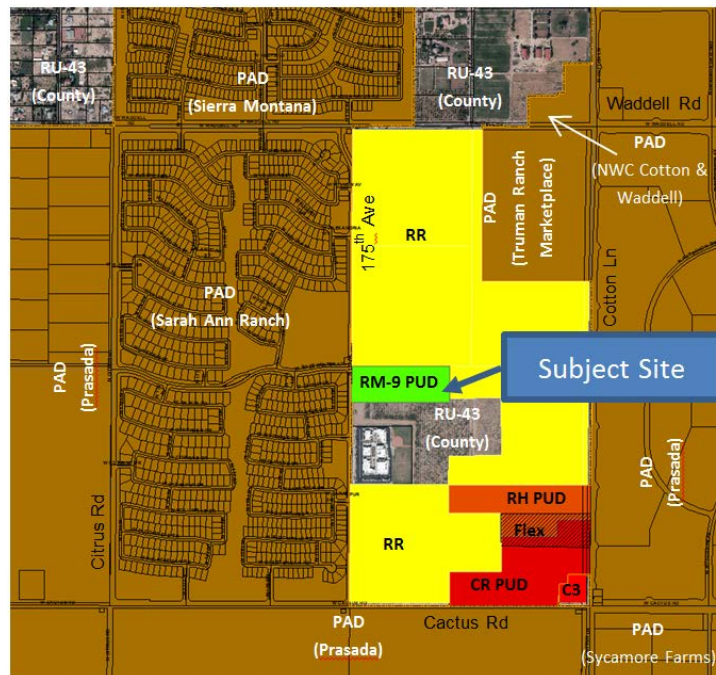
[Continued following page.]

Project Description:

The subject request involves a 44-lot Preliminary Plat on approximately 10 acres located at the southeast corner of 175th Avenue and Sweetwater Avenue. The City Council recently approved the rezoning of the property from Residential Ranch (RR) to RM-9 with a PUD Overlay to allow modifications from the base development standards. These modifications relate to minimum lot width, minimum lot area, minimum lot depth, and rear yard setback, in addition to the deletion of the traffic circle requirement at the ends of the cul-de-sacs, the separation distance between cul-de-sacs and adjacent streets, as well as the area and width of residential driveways. The proposed subdivision meets these requirements and will provide ample open space and amenities in accordance with the approved zoning.

Existing Zoning:

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



PAD (Sarah Ann Ranch)	Residential Ranch (RR)	Residential Ranch (RR)
PAD (Sarah Ann Ranch)	Medium Density Residential (RM-9 PUD)	Residential Ranch (RR)
PAD (Sarah Ann Ranch)	Rural-43 (County)	Rural-43 (County)

Background:

April 21, 2016: Staff discussed a proposal involving the subject property during a regularly scheduled Concept Review meeting under CR16-171.

July 28, 2016: Staff met with the applicant to discuss the project during a regularly scheduled Concept Review meeting under CR16-305.

August 8, 2016: Staff met with the applicant to discuss annexation logistics.

August 23, 2016: Staff met with the applicant to discuss product design.

September 12, 2016: The applicant filed a request for a Zone Change and Preliminary Plat under case FS16-391. The applicant filed a second request for a companion Zone Change and Preliminary Plat under case FS16-392. The latter also included an annexation request.

September 28, 2016: On behalf of the applicant, staff opened case FS16-427 relating to the annexation of the subject property.

October 19, 2016: The applicant held a neighborhood outreach meeting to discuss the project.

October 31, 2016: Staff met with the applicant to discuss review comments.

November 8, 2016: The applicant filed their second submittal for the subject case.

November 15, 2016: The City Council approved the blank annexation petition relating to the annexation of the subject property as well as other proximal properties under case FS16-427.

December 1, 2016: Staff met with the applicant to discuss the Final Plat relating to the project during a regularly scheduled Concept Review meeting under CR16-511.

December 15, 2016: The Commission continued the case to a date-certain of January 5, 2017 due to an advertising error.

January 5, 2017: The Planning and Zoning Commission recommended approval of the then requested zone change subject to staff-recommended stipulations “a” through “c”.

January 17, 2017: The City Council approved the annexation of the subject property under case FS16-427.

January 17, 2017: The City Council continued the subject request, along with case FS16-392, a companion case, to a date-certain of February 7, 2017 at the applicant’s request.

February 7, 2017: The City Council remanded the subject request, along with case FS16-392, to the Planning and Zoning Commission at the request of the applicant.

June 1, 2017: Staff met with the applicant to discuss a property located at the southeast corner of 175th Avenue and Waddell Road under CR17-232. Said property was previously part of Magnolia

June 29, 2017: Staff met with the applicant to discuss a property located at the southeast corner of 175th Avenue and Waddell Road under CR17-294. Said property was previously part of Magnolia.

July 6, 2017: Staff met with the applicant to discuss a property general located north of Sweetwater Avenue between 175th Avenue and Cotton Lane CR17-312. Said property was previously part of Magnolia.

July 11, 2017: The applicant submitted a revised Preliminary Plat concerning the subject property for review under case FS17-403, the subject case.

August 2, 2017: The applicant held a second neighborhood outreach meeting to discuss the project.

September 7, 2017: The Planning and Zoning Commission recommended approval of the related zone change request presented under FS16-391.

October 3, 2017: The City Council approved the related zone change presented under case FS16-391.

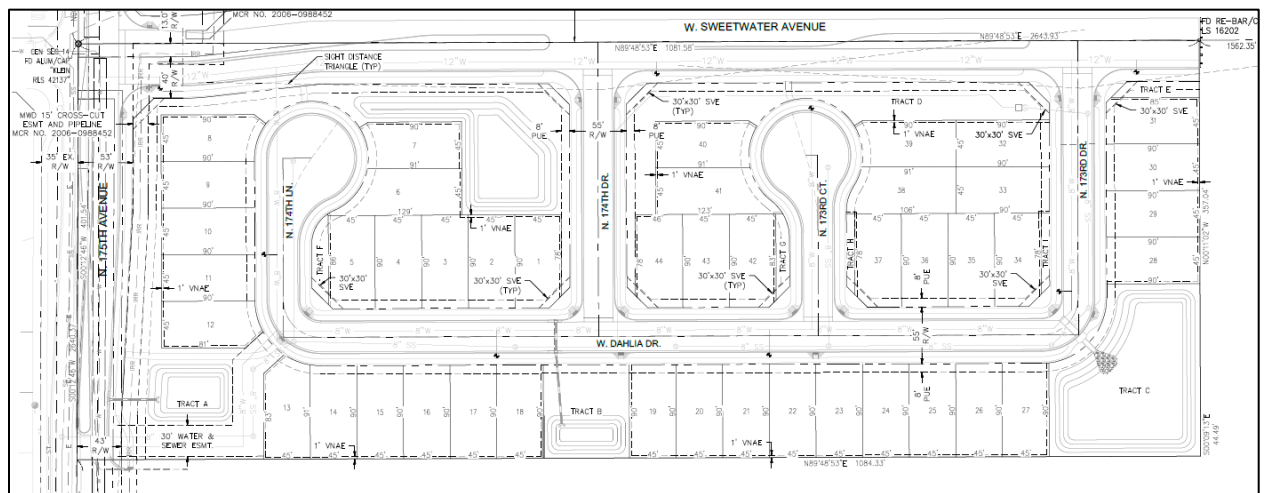
December 7, 2017: The Commission heard the subject request and recommended approval to the City Council per staff-recommended stipulations “a” through “d”.

Citizen Outreach:

The Zone Change that preceded the subject Preliminary Plat was subject to certain notification requirements, which were met during the processing of the Zone Change. While the subject Preliminary Plat is not subject to those notification requirements, the project was discussed in detail during the outreach meetings.

Analysis and Discussion:

As noted previously, the City Council approved a zone change from Residential Ranch (RR) to Medium Density Residential (RM-9) with a PUD Overlay. The intent of the overlay was in part to modify certain development standards from those as specified in the SUDC. The following image, taken from Figure 2 of the approved zoning narrative depicts what was then the anticipated lotting for the project. This lotting configuration is expressed in the subject Preliminary Plat.



The following table as taken from the approved zoning narrative, and reflected in the proposed Preliminary Plat, expresses the approved development standards applicable to the site. Those items expressed in red font deviate from the base standard. A footnote serves to clarify how the front setbacks are to be applied.

[Continued following page.]

Table 1: RM-9 PUD Development Standards

Development Standard	RM-9 City Base Standard	Proposed RM-9 PUD Standard
Maximum Number of Units	N/A	50
Maximum Density	9.0	5.0
Minimum Lot Area (sf)	4,500	4,000
Minimum Lot Width (ft)	40	45
Minimum Lot Depth (ft)	100	90
Minimum Front Yard Setback (ft) (1)	12/20	12/20
Minimum Side Yard Setback (ft)	to be determined	5
Minimum Rear Yard Setback (ft)	20	15
Maximum Building Height (ft)	35	35

Footnotes:
 (1) Front facing garages shall have a minimum 20-foot front yard setback. Livable space, front porches, courtyards, and side entry garage shall have a minimum 12 foot setback.

In addition to the modification to the base development standards, the approved PUD Overlay served to reduce the separation distance between the end of a cul-de-sac and an adjacent street from 150 feet to 30 feet, and delete the requirement for a landscape circle in the cul-de-sacs. These are reflected in the proposed subdivision design.

While the base zoning is RM-9, which would allow up to 9 dwelling units per acre (DU/Ac), through the PUD Overlay, the project is limited to not more than 50 dwelling units over approximately 10 acres for a maximum gross density of 5.00 DU/Ac. The proposed Preliminary Plat expresses a gross density of 4.4 DU/Ac, which meets this criterion. Also, the PUD Overlay includes a provision which serves to increase the maximum width of a residential driveway to 30% of the lot's width, and 30% of the required front yard area to 45% respectively. This is not expressed on the Preliminary Plat, but will be evaluated during Home Product Review at a later date.

The SUDC requires that not less than 20% of the "net residential acreage" be set aside as open space. The net residential acreage is essentially the total amount of land taken up by the individual lots combined with the total open space. The approved PUD Overlay requires a minimum of 25% of the net residential area as open space, in addition to certain amenities including a pocket park with tot-lot, ramada, picnic area, turf play area, and landscaping.

Utility and Services Table:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

235 **Conformance with Adopted Plans:**

236
237 **Surprise General Plan 2035:** The Surprise General Plan 2035 shows the subject property as lying
238 within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac
239 or more, provided appropriate transitions are made between the various Neighborhood types
240 included within the character area. The subject proposal demonstrates a gross density of 4.4
241 DU/Ac. As such the proposed zoning most closely aligns with the Suburban Neighborhood type and
242 is consistent with the General Plan.

243
244 **Reviewing Agencies:**

245
246 **Luke Air Force Base (LAFB):** In a letter dated July 21, 2017 (attached), LAFB indicated that the
247 subject development met the Graduated Density Concept and would not interfere with flight
248 operations. LAFB also requested a robust notification program.

249
250 **Arizona Department of Transportation (ADOT):** In an email dated July 17, 2017 (attached), ADOT
251 indicated the proposed development would not affect any ADOT highway facilities.

252
253 **Maricopa Water District (MWD):** In an email dated July 17, 2017 (attached), MWD indicated the
254 District will be impacted by this development and requires the applicant to enter into a
255 Development Agreement with the District to address impacts to their facilities. Staff recommends a
256 stipulation be attached to this approval such to require evidence of the executed Development
257 Agreement as well as approval of the development by MWD prior to approval of Final Plat.

258
259 **Flood Control District of Maricopa County (FCDMC):** In an email dated July 26, 2017 (attached),
260 FCDMC clarified the location of the property with respect to FEMA FIRM Panel number, but
261 indicated no concerns over the request.

262
263 **Summary:**

264
265 The City Council previously approved a zone change for the subject property. The subject
266 Preliminary Plat meets the requirements of that zoning district, in addition to other requirements as
267 set forth in the SUDC. The Planning and Zoning Commission also heard the subject request on
268 December 7, 2017 and recommended approval to the City Council.

269
270 **Findings:**

- 271
272
- 273 • The proposed Preliminary Plat is consistent with the Surprise General Plan 2035.
 - 274 • The proposed Preliminary Plat is consistent with the RM-9 PUD Zoning District as amended
275 by case FS16-391.
 - 276 • There are no objections to the request.
 - 277 • The Commission recommends approval of the request.
- 278

Commission Recommendation:

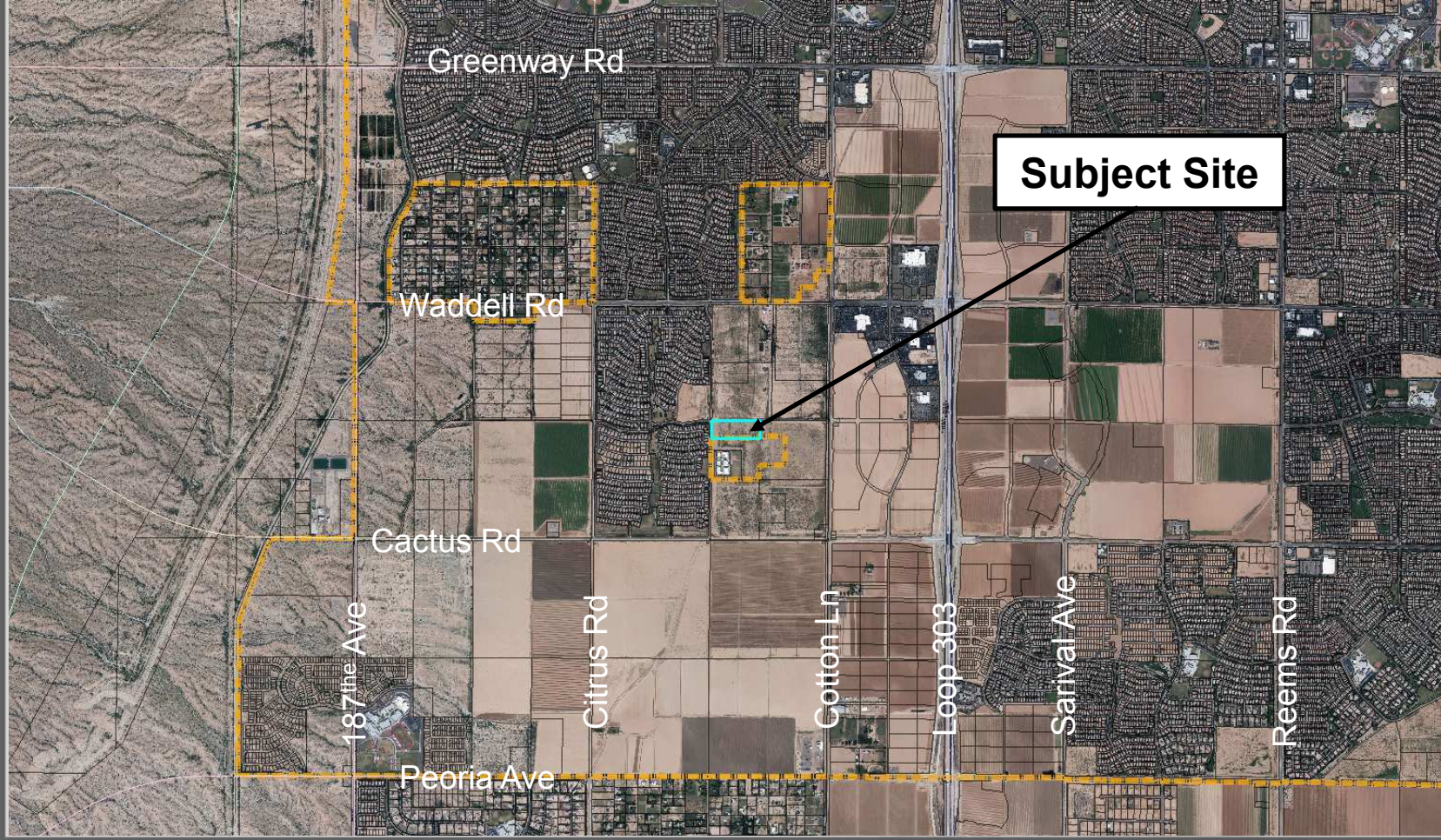
The Planning and Zoning Commission recommends the City Council **approve** the subject Preliminary Plat request, subject to stipulations 'a' through 'd' as outlined below:

- a. Development and use of the site shall be consistent with the Preliminary Plat entitled "S.E.C 175th Ave & Sweetwater" consisting of three (3) sheets, prepared by David Evans and Associates, dated October 2017 and stamped received October 20, 2017.
- b. Landscaping of the development shall be consistent with the Preliminary Landscape Plans entitled "175th & Sweetwater", consisting of five (5) sheets prepared by LVA Urban Design Studio, dated October 18, 2017 and stamped received October 20, 2017.
- c. Prior to Final Plat approval, the developer shall provide written evidence of an executed Development Agreement between the developer and the Maricopa Water District relating to the subject property and shall obtain approval from the Maricopa Water District with respect to the development's effect on MWD facilities.
- d. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

However, should the City Council choose to deny the request, the Council should make its own findings and base that action on those alternative findings.

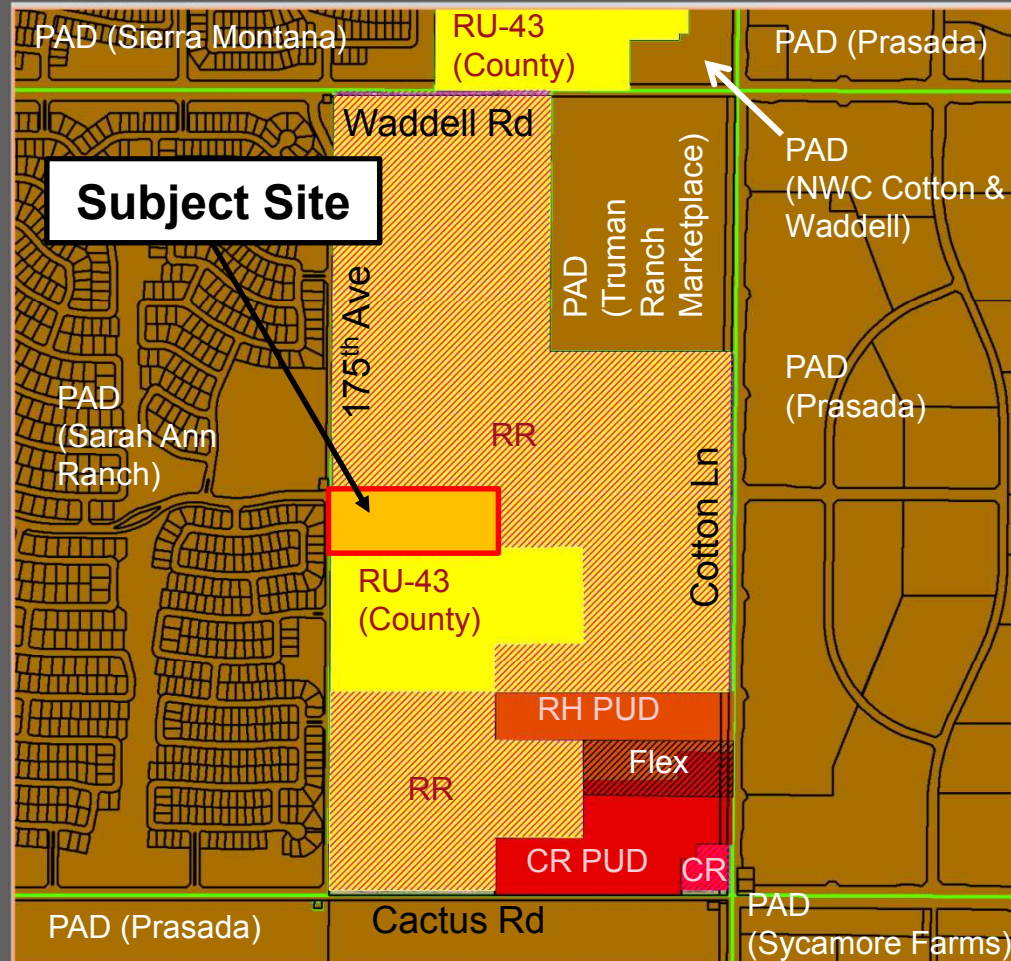
Attachments:

- 01 Vicinity Map
- 02 Case Map
- 03 Preliminary Plat
- 04 Preliminary Landscape plan
- 05 Luke AFB comments
- 06 ADOT comments
- 07 MWD comments
- 08 FCDMC comments



Fs17-403 Vicinity Map

FS17-403 Case Map



- Surprise PAD Zoning
- County RU-43 Zoning
- Surprise RR Zoning
- Surprise CR Zoning
- Surprise RH PUD Zoning
- Surprise CR PUD Zoning
- Surprise CR PUD / RH PUD Flex Zoning
- Surprise RM-9 PUD

LEGAL DESCRIPTION

THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ONE–HALF OF ALL OIL, GAS AND MINERALS, AS RESERVED IN INSTRUMENT RECORDED IN DOCKET 854, PAGE 212; AND

EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89° 59' 50" WEST, ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 333.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89° 59' 50" WEST, ALONG SAID LINE, A DISTANCE OF 1,223.09 FEET TO A POINT THAT LIES 1,089.24 FEET EASTERLY OF THE SOUTH QUARTER CORNER OF SAID SECTION 14;

THENCE NORTH 0° 00' 10" EAST, A DISTANCE OF 381.90 FEET;

THENCE SOUTH 89° 59' 50" EAST, A DISTANCE OF 573.52 FEET;

THENCE NORTH 0° 00' 10" EAST, A DISTANCE OF 633.80 FEET;

THENCE NORTH 89° 59' 50" WEST, A DISTANCE OF 575.97 FEET;

THENCE NORTH 0° 00' 10" EAST, A DISTANCE OF 316.90 FEET;

THENCE SOUTH 89° 59' 50" EAST, A DISTANCE OF 1,484.01 FEET;

THENCE SOUTH 0° 22' 01" WEST, ALONG A LINE WHICH LIES 83 FEET WEST OF THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 999.62 FEET;

THENCE NORTH 89° 59' 50" WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 0° 22' 01" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 89° 59' 50" WEST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 0° 22' 01" WEST, A DISTANCE OF 233.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14, WHICH POINT BEARS SOUTH 0° 22' 01" WEST, A DISTANCE OF 2,640.39 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 14;

THENCE NORTH 89° 59' 50" WEST, ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 1,556.09 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°59'50" WEST, ALONG SAID LINE, A DISTANCE OF 1,089.24 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 14;

THENCE NORTH 0° 23' 49" EAST, ALONG THE MID–SECTION LINE, A DISTANCE OF 1,332.63 FEET;

THENCE SOUTH 89° 59' 50" EAST, A DISTANCE OF 1,077.62 FEET;

THENCE SOUTH 0° 00' 10" WEST, A DISTANCE OF 316.90 FEET;

THENCE SOUTH 89° 59' 50" EAST, A DISTANCE OF 575.97 FEET;

THENCE SOUTH 0° 00' 10" WEST, A DISTANCE OF 633.80 FEET;

THENCE NORTH 89° 59' 50" WEST, A DISTANCE OF 573.52 FEET;

THENCE SOUTH 0° 00' 10" WEST, A DISTANCE OF 381.90 FEET TO THE POINT OF BEGINNING;

EXCEPT ONE–HALF OF ALL OIL, GAS AND MINERALS, AS RESERVED IN INSTRUMENT RECORDED IN DOCKET 854, PAGE 212; AND

EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89° 59' 50" WEST, ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 83.00 FEET;

THENCE NORTH 0° 22' 01" EAST, ALONG A LINE WHICH LIES 83 FEET WEST OF THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 1,332.63 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89° 59' 50" WEST, A DISTANCE OF 1,484.01 FEET;

THENCE NORTH 0° 00' 10" EAST, A DISTANCE OF 316.90 FEET;

THENCE SOUTH 89° 59' 50" EAST, A DISTANCE OF 584.03 FEET;

THENCE NORTH 0° 00' 10" EAST, A DISTANCE OF 633.80 FEET;

THENCE NORTH 89° 59' 50" WEST, A DISTANCE OF 570.97 FEET; THENCE NORTH 0° 00' 10" EAST, A DISTANCE OF 356.92 FEET;

THENCE NORTH 89° 59' 55" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1,479.27 FEET;

THENCE SOUTH 0° 22' 01" WEST, ALONG A LINE WHICH LIES 83 FEET WEST OF THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 1,307.75 FEET TO THE POINT OF BEGINNING;

EXCEPT ONE–HALF OF ALL OIL, GAS AND MINERALS, AS RESERVED IN INSTRUMENT RECORDED IN DOCKET 854, PAGE 212; AND

S.E.C. 175TH AVE & SWEETWATER

PRELIMINARY PLAT

SURPRISE, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 14,
TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION (CONTINUED)

EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89° 59' 50" WEST, ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 83.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89° 59' 50" WEST, ALONG SAID LINE, A DISTANCE OF 250.01 FEET; THENCE NORTH 0° 22' 01" EAST, A DISTANCE OF 233.00 FEET; THENCE SOUTH 89° 59' 50" EAST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 02° 22' 01" EAST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 89° 59' 50" EAST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 0° 22' 01" WEST, ALONG A LINE WHICH LIES 83 FEET WEST OF THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 333.01 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION OF SAID PROPERTY LYING WITHIN THAT CERTAIN RAILROAD RIGHT OF WAY FOR THE MAIN SPUR OF THE CALIFORNIA, ARIZONA AND SANTA FE RAILWAY CO., EXTENDING FROM BEARDSLEY STATION, AS CONVEYED BY DEED RECORDED IN BOOK 215 OF DEEDS, PAGE 133, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT ONE–HALF OF ALL OIL, GAS AND MINERALS, AS RESERVED IN INSTRUMENT RECORDED IN DOCKET 854, PAGE 212; AND

EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89° 59' 59" WEST, ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 83.00 FEET;

THENCE NORTH 00° 21' 47" EAST, ALONG A LINE WHICH LIES 83 FEET WEST OF THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 1,332.65 FEET;

THENCE SOUTH 89° 59' 59" WEST, A DISTANCE OF 1,889.58 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 59' 59" WEST, A DISTANCE OF 672.15 FEET;

THENCE NORTH 00° 23' 51" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 648.08 FEET;

THENCE NORTH 89° 59' 59" EAST, A DISTANCE OF 672.15 FEET;

THENCE SOUTH 00° 23' 51" WEST, A DISTANCE OF 648.08 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89° 59' 50" WEST, ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 83.00 FEET;

THENCE NORTH 0° 21' 47" EAST, ALONG A LINE WHICH LIES 83 FEET WEST OF THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 1,332.65 FEET;

THENCE SOUTH 89° 59' 59" WEST, A DISTANCE OF 1,484.06 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 59' 59" WEST, A DISTANCE OF 405.52 FEET;

THENCE NORTH 0° 23' 51" EAST, A DISTANCE OF 648.08 FEET;

THENCE SOUTH 89° 59' 59" WEST, A DISTANCE OF 672.15 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 0° 23' 51" EAST, A DISTANCE OF 258.08 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTH 401.53 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 89° 59' 55" EAST, 1,084.44 FEET ALONG SAID SOUTH LINE;

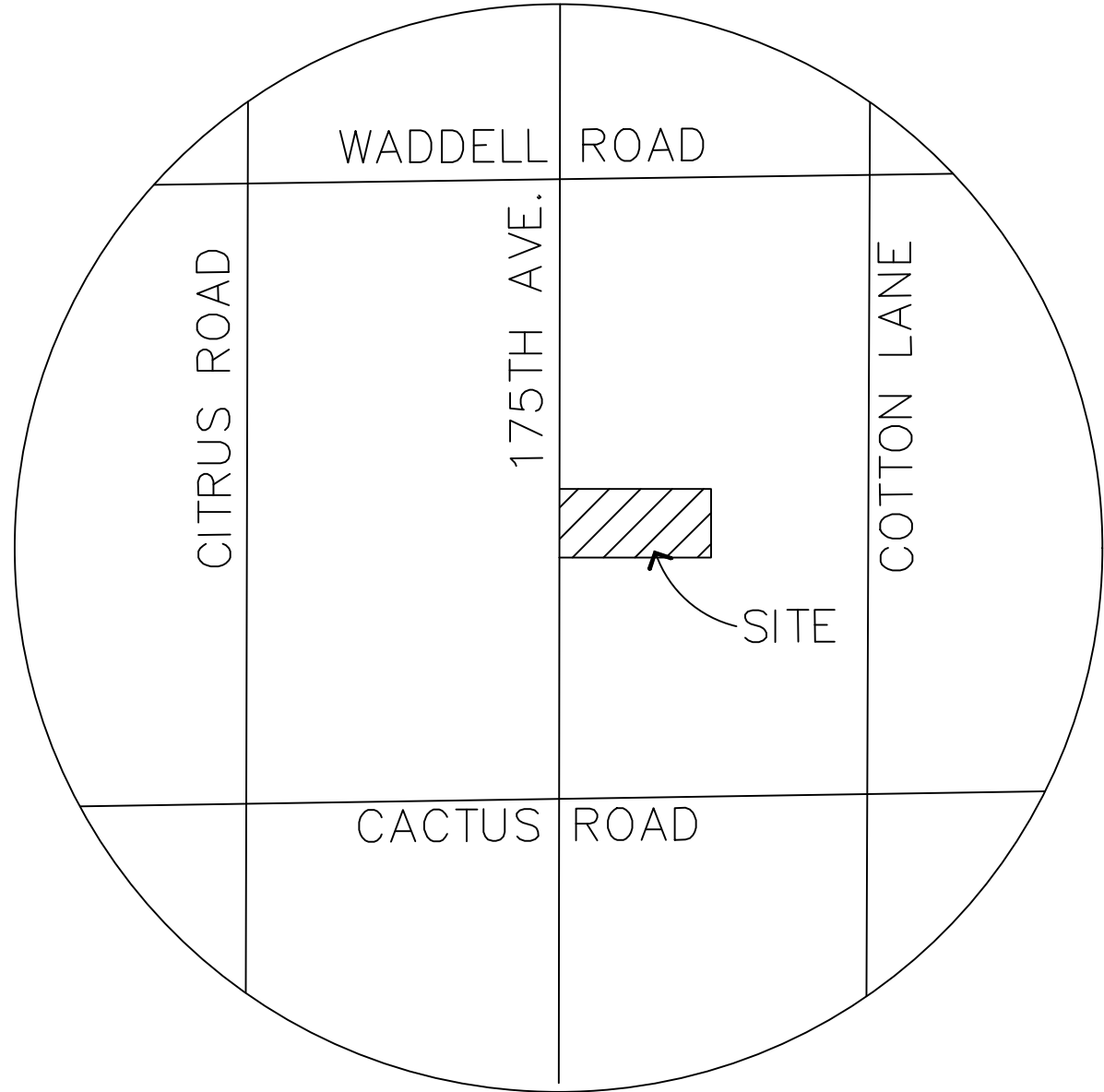
THENCE NORTH 0° 00' 16" WEST, A DISTANCE OF 44.60 FEET;

THENCE SOUTH 89° 59' 53" EAST, A DISTANCE OF 570.96 FEET;

THENCE SOUTH 0° 00' 03" WEST, A DISTANCE OF 633.83 FEET;

THENCE NORTH 89° 59' 48" WEST, A DISTANCE OF 584.03 FEET;

THENCE SOUTH 0° 00' 15" WEST, A DISTANCE OF 316.95 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
SECTION 14, T3N, R2W
NTS

SITE DATA

EXISTING ZONING:	RM–9 PUD
GROSS AREA:	9.98 AC
NET AREA:	6.28 AC
LOT COUNT:	44 LOTS
DENSITY:	4.5 DU/AC
OPEN SPACE AREA:	2.2 AC

Development Standard (Case No. FS16-391)	RM-9 City Base Standard	Proposed RM-9 PUD Standard
Maximum Number of Units	N/A	50
Maximum Density	9.0	5.0
Minimum Lot Area (sf)	4,500	4,000
Minimum Lot Width (ft)	40	45
Minimum Lot Depth (ft)	100	90
Minimum Front Yard Setback (ft) (1) (2)	12/20	12/20
Minimum Side Yard Setback (ft) (3)	to be determined	5
Minimum Rear Yard Setback (ft)	20	15
Maximum Building Height (ft)	35	35

Footnotes:
(1) Front facing garages shall have a minimum 20-foot front yard setback. Livable space, front porches, courtyards, and side entry garage shall have a minimum 12' setback.

DEVELOPER

A & B INVESTMENTS
P.O. BOX 6410
SCOTTSDALE, AZ 85261
PHONE: (602) 300–3333
CONTACT: BRUCE AGENTER

PLANNER

LVA URBAN DESIGN STUDIO
120 SOUTH ASH AVENUE
TEMPE, ARIZONA 85281
CONTACT: MARK REDDIE
PHONE: (480) 994–0994

ENGINEER

DAVID EVANS AND ASSOCIATES, INC.
4600 EAST WASHINGTON STREET, SUITE 250
PHOENIX, ARIZONA 85034
PHONE: (602) 678–5151
FAX: (602) 678–5155
CONTACT: RAMZI GEORGES, PE
e–mail: ryg@deainc.com

SHEET INDEX

1	COVER SHEET
2	STREET CROSS SECTIONS, DETAILS & STRIPING
3	PRELIMINARY PLAT

BASIS OF BEARING

SOUTH 89°48'58" WEST, THE MEASURED BEARING BETWEEN A FOUND CITY OF SURPRISE BRASS CAP AT THE INTERSECTION OF CACTUS ROAD AND COTTON LANE AND A FOUND CITY OF SURPRISE BRASS CAP AT THE INTERSECTION OF CACTUS ROAD AND 175TH AVENUE, AS SHOWN HEREON, UTILIZING THE LEICA SMARTNET GPS NETWORK.

RELATIVE TO MARICOPA COUNTY, ARIZONA LOW DISTORTION PROJECTION

LINEAR UNIT:	INTERNATIONAL FEET
GEODETIC DATUM:	NAD 1983
PROJECTION TYPE:	LAMBERT CONFORMAL CONIC (SINGLE PARALLEL)

LATITUDE OF ORIGIN:	33°15'00" N
CENTRAL MERIDIAN:	112°15'00" W
FALSE NORTHING:	1,500,000.000 ift
FALSE EASTING:	2,500,000.000 ift
STANDARD PARALLEL SCALE:	1.000045 (EXACT)

BENCHMARK

2 INCH CITY OF SURPRISE BRASS DISK WITH RAISED DATUM POINT – MARKED CITY OF SURPRISE BENCHMARK COT1 2009.7 – LOCATED ON TOP OF DRAINAGE SCUPPER APPROXIMATELY 700 FEET NORTH OF THE INTERSECTION OF CACTUS ROAD AND COTTON LANE ON THE EAST SIDE OF COTTON LANE.

ELEVATION 1248.65 NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88)

LEGEND

— — — —	CENTERLINE
— — — —	RIGHT OF WAY
————	PROPERTY LINE
— — — —	EASEMENT
— E — —	ELECTRICAL
— G — —	GAS
— SS — —	SANITARY SEWER
— T — —	TELEPHONE
— W — —	WATER
— OHE — —	OVERHEAD ELECTRIC
— — — —	FLOW LINE
=====	STORM DRAIN
⊙	SEWER MANHOLE
○	UTILITY POLE / RISER
⌊ — — — —	CATCH BASIN
⊙	STORM DRAIN MANHOLE
— X — —	SIGN
⊙	FIRE HYDRANT
- - - - -	GRADE BREAK
SVE	SIGHT VISIBILITY EASEMENT
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
SDT	SIGHT DISTANCE TRIANGLE

FLOOD ZONE CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEYED PROPERTY IS LOCATED WITHIN THE ZONE "X" FLOOD HAZARD AREA PER FIRM MAP PANEL NUMBER 04013C1660L DATED OCTOBER 16, 2013, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). THE FLOOD ZONE BOUNDARY IS LOCATED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY.

SHADED ZONE "X" AS DEFINED BY FEMA IS:
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

PROJECT MANAGER: RAMZI GEORGES, P.E.

DESIGNED BY: DRAWN BY: CHECKED BY: RYG DATE: 10/2017

DAVID EVANS AND ASSOCIATES INC.
4600 E Washington Street, Suite 250
Phoenix Arizona 85034
Phone: 602.678.5151

EXPIRES: 3/31/2020

COVER SHEET
PRELIMINARY PLAT
FOR
SEC 175TH AVE. & SWEETWATER
CITY OF SURPRISE, ARIZONA

SECTION: 14
TWNSHP: 3N
RANGE: 2W

JOB NO.:
ABIN0001

SHEET
1 OF 3





TRACT NAME	AREA (AC)	PURPOSE
A	0.989	OPEN SPACE, DRAINAGE, WATER AND SEWER EASEMENT, AND COMMUNITY AMENITIES
B	0.172	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
C	0.480	OPEN SPACE, DRAINAGE, AND COMMUNITY AMENITIES
D	0.376	OPEN SPACE, SEWER EASEMENT, AND COMMUNITY AMENITIES
E	0.027	OPEN SPACE AND COMMUNITY AMENITIES
F	0.026	OPEN SPACE AND COMMUNITY AMENITIES
G	0.022	OPEN SPACE AND COMMUNITY AMENITIES
H	0.014	OPEN SPACE AND COMMUNITY AMENITIES
I	0.014	OPEN SPACE AND COMMUNITY AMENITIES
TOTAL	2.145	

NOTE:
INDIVIDUAL LOT TABLES TO BE PROVIDED ON FINAL PLAT.



175TH & SWEETWATER

SURPRISE, ARIZONA

BY: A & B Investments Inc.

PRELIMINARY LANDSCAPE PLAN

LANDSCAPE NOTES

- ALL PLANTING AREAS ARE TO HAVE DECOMPOSED GRANITE, 1/2" MINUS COLOR AS SPECIFIED., 2" DEPTH, TYP.
- NO PLANT SUBSTITUTIONS ALLOWED UNLESS APPROVED IN WRITING BY LANDSCAPE ARCHITECT AND CONFORMING TO LOCAL AGENCY'S APPROVED PLANT LIST.
- LANDSCAPE ARCHITECT / OWNER'S REP IS TO APPROVE ALL PLANT MATERIAL PRIOR TO DELIVERY TO SITE. ONE WEEK MINIMUM NOTICE.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL CONDITIONS ON SITE PRIOR TO PROJECT START-UP.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REPAIR ANY DAMAGES MADE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES, ELECTRICAL LINES, ETC., AT HIS EXPENSE.
- 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.
- CONTRACTOR IS TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY SITE WORK BEING EXECUTED.
- QUANTITIES ON PLAN ARE PROVIDED FOR BIDDING PURPOSES ONLY.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
- ALL AREAS DISTURBED DURING CONSTRUCTION ARE TO BE FINE GRADED AND TREATED TO BLEND EVENLY WITH ALL NEWLY CONSTRUCTED AREAS.
- 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.
- ALL BOULDERS ARE TO BE GRANITE 'SURFACE SELECT', SIZE PER PLAN. ALL BOULDERS ARE TO BE BURIED 1/3 IN SOIL.
- ALL SWALE CHANNELS ARE TO HAVE 1" - 3" RIVER ROCK OR OTHER APPROVED STONE MATERIAL INSTALLED TO PREVENT EROSION.
- ALL DOWNSPOUTS / SCUPPERS ARE TO HAVE 3"x3", 3" - 6" RIVER ROCK OR OTHER APPROVED STONE MATERIAL INSTALLED TO PREVENT EROSION.
- ALL BERM CONTOUR INTERVALS ARE AT 1'-0", SLOPES NOT TO EXCEED 4:1.
- ALL TURF IS TO BE BERMUDA HYBRID. MAY BE INSTALLED AS SOD OR HYDROSEED.
- ALL HEADER IS TO BE EXTRUDED CONCRETE CURBING OR EQUAL.
- 100 PERCENT OF ALL RIGHT OF WAY PLANT MATERIAL IS TO BE FOUND ON THE ARIZONA DEPARTMENT OF WATER RESOURCES LOW WATER USE LIST.
- TREES WITH THORNS ARE NOT TO BE LOCATED WITHIN RECREATION AREAS, AND SHALL BE SET A MINIMUM OF 10' AWAY FROM ALL PEDESTRIAN ROUTES.
- ALL SIDEWALKS AND COMMUNITY TRAILS ARE 6' WIDE.
- TREES THAT OVERHANG THE CITY STREETS MUST BE TRIMMED UP TO A CLEAR HEIGHT OF NOT LESS THAN 15'
- TREES WITHIN SIGHT DISTANCE LINES SHALL BE MAINTAINED SO THAT NO LIMBS, LEAVES NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

CITY OF SURPRISE NOTES

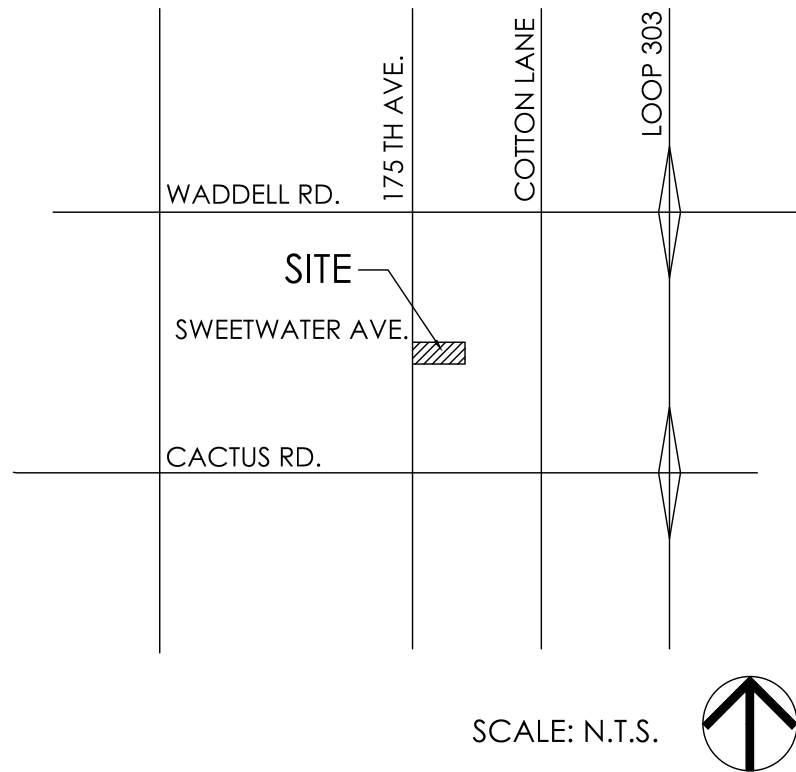
- ALL CHANGES TO BE APPROVED BY THE CITY OF SURPRISE PLANNING DEPARTMENT.
- SIGNS REQUIRE A SEPARATE PERMIT.
- ALL UTILITY BOXES AND STRUCTURES ARE TO BE SCREENED FROM VIEW.
- PLANT MATERIAL IS NOT TO BE LOCATED WITHIN 3 FEET OF ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION.
- ROOT BARRIER PER CITY OF SURPRISE EDS 8-14 IS REQUIRED FOR ANY TREE LOCATED WITH THREE (3) FEET OF ANY SIDEWALK, CURB, PAVEMENT OR WALL.
- ALL PLANT MATERIAL SIZES ARE TO BE CONSISTENT WITH ANA STANDARDS.
- 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.
- TRAILS AND PATHWAYS ARE TO BE ADA COMPLIANT, WHERE PRACTICAL.
- SIDEWALKS AND SIDEWALK SEPERATION WILL CONFORM TO THE CITY OF SURPRISE PLANNING AND DESIGN GUIDELINES.

PROJECT DATA

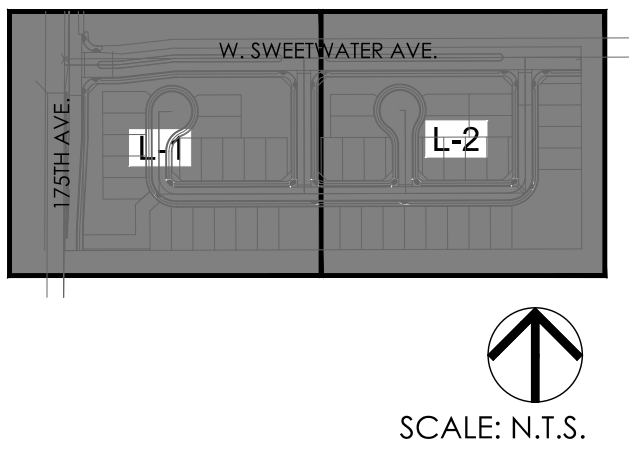
CURRENT ZONING: RR
PROPOSED ZONING: RM-9 PUD
GROSS AREA: 10.0 AC.
NET AREA: 9.1 AC.
OPEN SPACE AREA: 2.4 AC.

FOR TRACT TABLE SEE PRELIMINARY PLAT, BY DAVID EVANS AND ASSOCIATES.

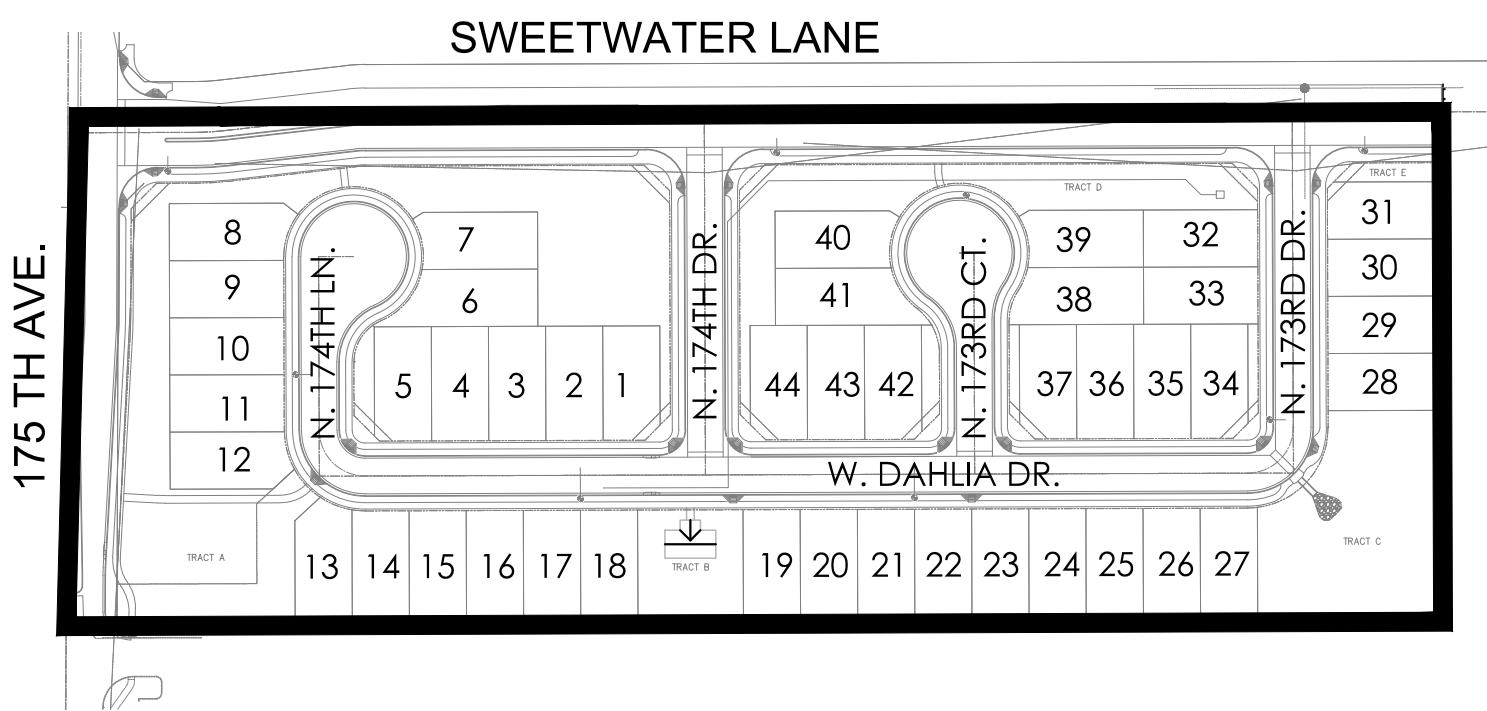
VICINITY MAP



KEYMAP



OVERALL PARCEL PLAN



PLANTING LEGEND

TREES	
BAUHINIA LUNARIOIDES	ANACACHO ORCHID
FRAXINUS VELUTINA	'RIO GRANDE' ASH
OLEA EUROPAEA 'SWAN HILL'	FRUITLESS OLIVE
QUERCUS VIRGINIANA	'CATHEDRAL' LIVE OAK
ULMUS PARVIFOLIA	EVERGREEN ELM
OTHER TREES	
ACACIA ANEURA	MULGA
CAESALPINIA CACALACO	CASCALOTE 'SMOOTHIE'
CHITALPA TASHKENTENSIS*	CHITALPA
DALBERGIA SISSOO*	INDIAN ROSEWOOD
EUCALYPTUS MICROTHECA*	COOLBAH TREE
FICUS MICROCARPA	INDIAN LAUREL FIG
JACARANDA MIMOSIFOLIA	JACARANDA
PISTACIA CHINENSIS 'RED PUSH'***	RED PUSH PISTACHE
SOPHORA SECUNDIFLORA***	TEXAS MOUNTAIN LAUREL
THEVETIA PERUVIANA*	YELLOW OLEANDER
VITEX AGNUS-CASTUS	CHASTE TREE
SHRUBS	
BUXUS MICROPHYLLA JAPONICA	JAPANESE BOXWOOD
CALLISTEMON VIMINALIS*	'LITTLE JOHN' BOTTLEBRUSH
CARISSA MICROCARPA	BOXWOOD BEAUTY NATAL PLUM
CHRYSACTINIA MEXICANA*	DAMIANITA
DIETES BICOLOR	FORTNIGHT LILY
EREMOPHILA MACULATA*	VALENTINE BUSH
GARDENIA JASMINOIDES	GARDENIA
HIBISCUS ROSA-SINENSIS	CHINESE HIBISCUS
ILEX VOMITORIA 'STOKES'	DWARF YAUPON
MUHLENBERGIA RIGENS*	DEER GRASS
MYRTUS COMMUNIS 'COMPACTA'*	DWARF MYRTLE
NANDINA DOMESTICA*	HEAVENLY BAMBOO
PLUMBAGO AURICULATA*	CAPE PLUMBAGO
RAPHIOLEPIS INDICA 'BALLERINA'	BALLERINA INDIAN HAWTHORN
SIMMONDSIA CHINENSIS	JOJOBA
TECOMA STANS 'ORANGE JUBILEE'	ARIZONA YELLOW BELLS
VAUQUELINIA CALIFORNICA*	ARIZONA ROSEWOOD
ACCENTS	
CYCAS REVOLUTA*	SAGO PALM
GUARA LINDHEIMERI	LINDHEIMER'S BEEBLOSSOM
HESPERALOE PARVIFLORA*	RED YUCCA
YUCCA BACATA*	BANANA YUCCA
YUCCA GLORIOSA*	SPANISH DAGGER
YUCCA RECURVIFOLIA*	PENDULOUS YUCCA
GROUND COVERS	
CARISSA GRANDIFLORA	GREEN CARPET NATAL PLUM
CONVOLVULUS TRICOLOR	DWARF MORNING GLORY
GAZANIA RIGENS 'SUN GOLD'*	'SUN GOLD' GAZANIA
LANTANA CAMARA 'NEW GOLD'*	NEW GOLD LANTANA
LANTANA MONTEVIDENSIS*	PURPLE TRAILING LANTANA
LANTANA MONTEVIDENSIS 'WHITE'*	TRAILING WHITE LANTANA
ROSMARINUS OFFICINALIS*	PROSTRATE ROSEMARY
TRACHELOSPERMUM ASIATICUM	DWARF STAR JASMINE
VERBENA SP.	VERBENA
VINCA MAJOR	VINCA MAJOR
ZEPHYRANTHES SP.	RAIN LILY
VINES	
BOUGAINVILLEA BRASILIENSIS*	LA JOLLA BOUGAINVILLEA
GELSEMIUM SEMPERVIRENS	CAROLINA JASMINE
LONICERA JAPONICA 'HALLIANA'	HALL'S HONEYSUCKLE
ROSA BANKSIAE*	LADY BANK'S ROSE
INERT	
TURF	SOD - HYBRID BERMUDA

- Notes:**
- * Plants on the ADWR Low Water Use Drought Tolerant plant list.
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SHEET INDEX

SHEET	PAGE #	TITLE
C-1	1	COVER SHEET
L-1	2	LANDSCAPE PLAN
L-2	3	LANDSCAPE PLAN
W-1	4	WALL & MAILBOX PLAN
WD-1	5	WALL DETAILS

PROJECT TEAM

Discipline	Company Contact Info.
Client	A & B Investments Inc. Bruce Agenter P.O. Box 6410 Scottsdale, AZ 85261 (602)-300-3333 bagenter@southwesthomebuilders.com
Landscape Architect	LVA Urban Design Studio Laura Thelen, RLA 120 South Ash Avenue Tempe, Arizona 85281 (480) 994-0994 lthelen@lvadesign.com
Civil Engineer	David Evans and Associates Inc. Ramzi Georges, PE, CFPM 4600 E. Washington St., Suite 250 Phoenix, Arizona 85034 (602) 474-9223 ryg@deainc.com

AMENITIES LIST (BY PARCEL)

- TRACT B :
(1) Turf Retention basin / Ramada / Playground
- TRACT C :
(1) Turf Retention basin

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175TH & SWEETWATER
PRELIMINARY LANDSCAPE PLAN
SURPRISE, ARIZONA
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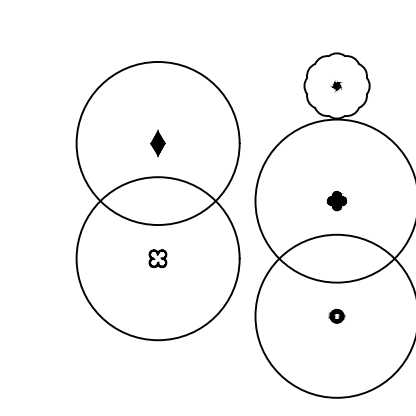
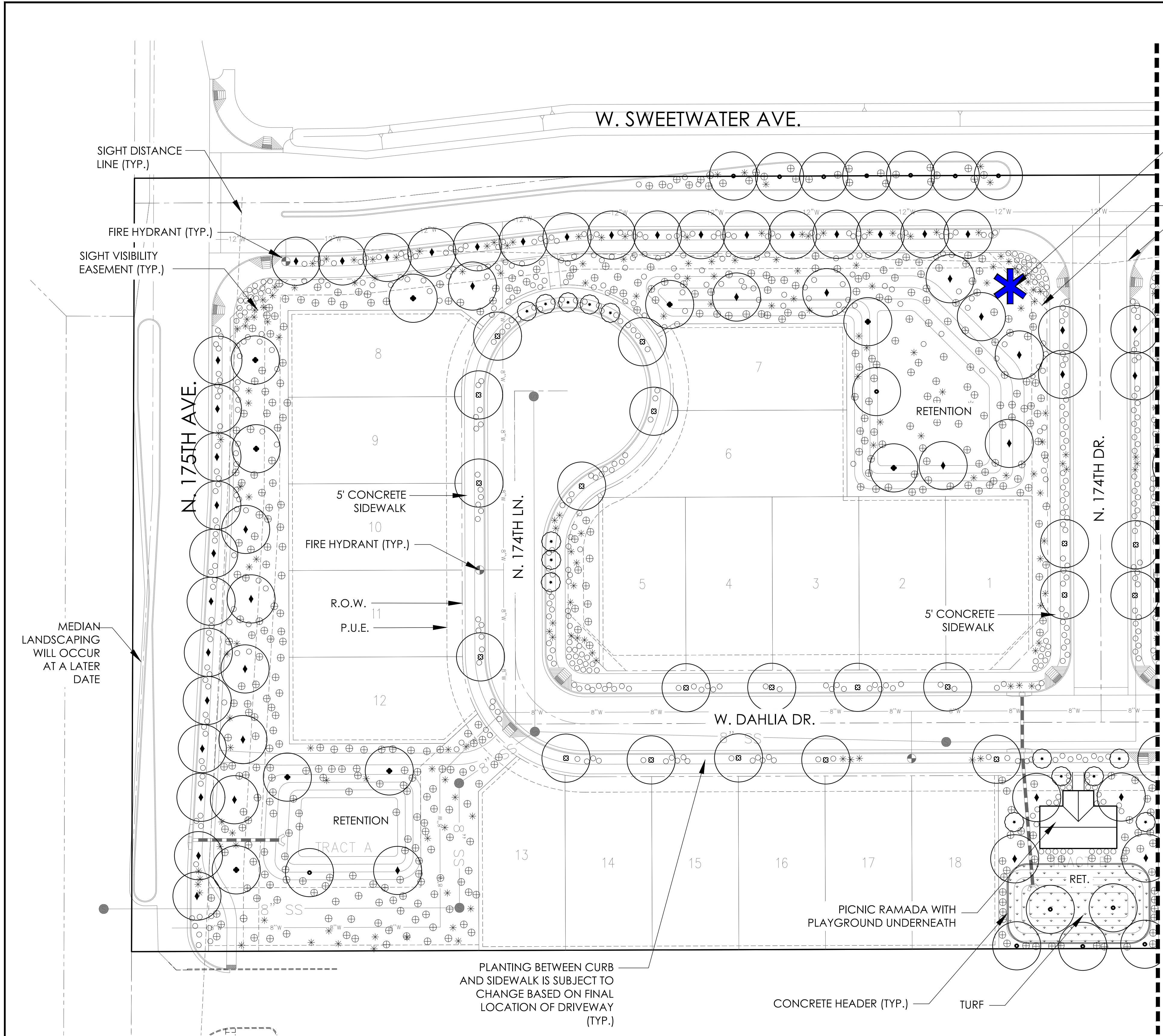
COVER SHEET

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date: 07/06/17
job no.: 1726
drawn: LVA
sheet #

C-1
1 of 5

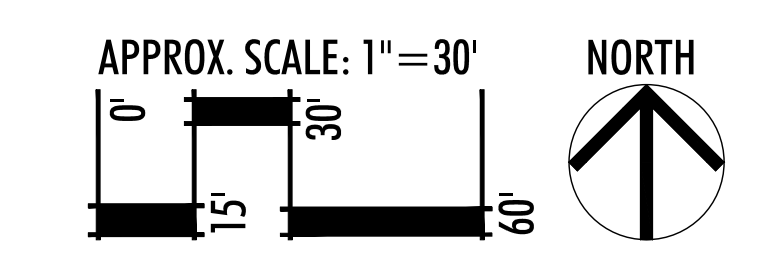
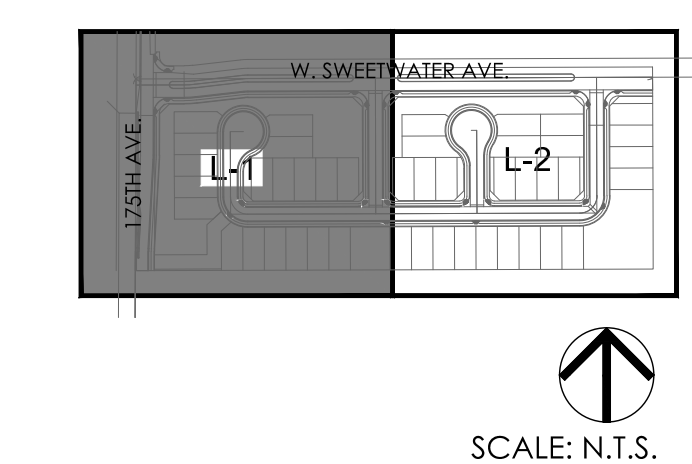


PLANTING LEGEND

TREES	
BAUHINIA LUNARIOIDES	ANACACHO ORCHID
FRAXINUS VELUTINA	'RIO GRANDE' ASH
OLEA EUROPAEA 'SWAN HILL'	FRUITLESS OLIVE
QUERCUS VIRGINIANA	'CATHEDRAL' LIVE OAK
ULMUS PARVIFOLIA	EVERGREEN ELM
OTHER TREES	
ACACIA ANEURA	MULGA
CAESALPINIA CACALACO	CASCALOTE 'SMOOTHIE'
CHITALPA TASHKENTENSIS*	CHITALPA
DALBERGIA SISSOO*	INDIAN ROSEWOOD
EUCALYPTUS MICROTHECA*	COOLIBAH TREE
FICUS MICROCARPA	INDIAN LAUREL FIG
JACARANDA MIMOSIFOLIA	JACARANDA
PISTACIA CHINENSIS 'RED PUSH**	RED PUSH PISTACHE
SOPHORA SECUNDIFLORA**	TEXAS MOUNTAIN LAUREL
THEVETIA PERUVIANA*	YELLOW OLEANDER
VITEX AGNUS-CASTUS	CHASTE TREE
SHRUBS	
BUXUS MICROPHYLLA JAPONICA	JAPANESE BOXWOOD
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EREMOPHILA MACULATA*	VALENTINE BUSH
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MUHLENBERGIA RIGENS*	DEER GRASS
MYRTUS COMMUNIS 'COMPACTA*'	DWARF MYRTLE
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PLUMBAGO AURICULATA*	CAPE PLUMBAGO
RAPHIOLEPIS INDICA 'BALLERINA'	BALLERINA INDIAN HAWTHORN
SIMMONDSIA CHINENSIS	JOJOBA
TECOMA STANS 'ORANGE JUBILEE'	ARIZONA YELLOW BELLS
VAUQUELINIA CALIFORNICA*	ARIZONA ROSEWOOD
ACCENTS	
CYCAS REVOLUTA*	SAGO PALM
GUARA LINDHEIMERI	LINDHEIMER'S BEEBLOSSOM
HESPERALOE PARVIFLORA*	RED YUCCA
YUCCA BACATA*	BANANA YUCCA
YUCCA GLORIOSA*	SPANISH DAGGER
YUCCA RECURVIFOLIA*	PENDULOUS YUCCA
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GAZANIA RIGENS 'SUN GOLD*'	'SUN GOLD' GAZANIA
LANTANA CAMARA 'NEW GOLD*'	NEW GOLD LANTANA
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KEYMAP

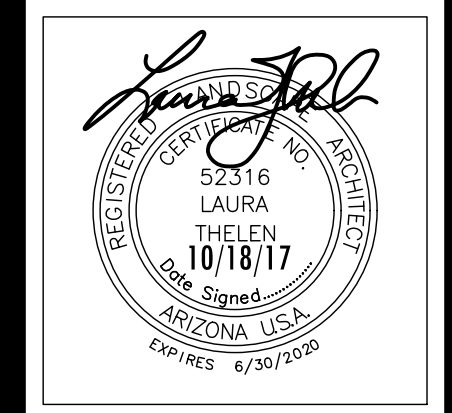


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175TH & SWEETWATER

PRELIMINARY LANDSCAPE PLAN

SURPRISE, ARIZONA

AZ COMMUNITY DEVELOPMENT, LLC.

LANDSCAPE PLAN

revision	date
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Call Two Working Days Before You Dig

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(Outside Maricopa County)

date: 07/06/17

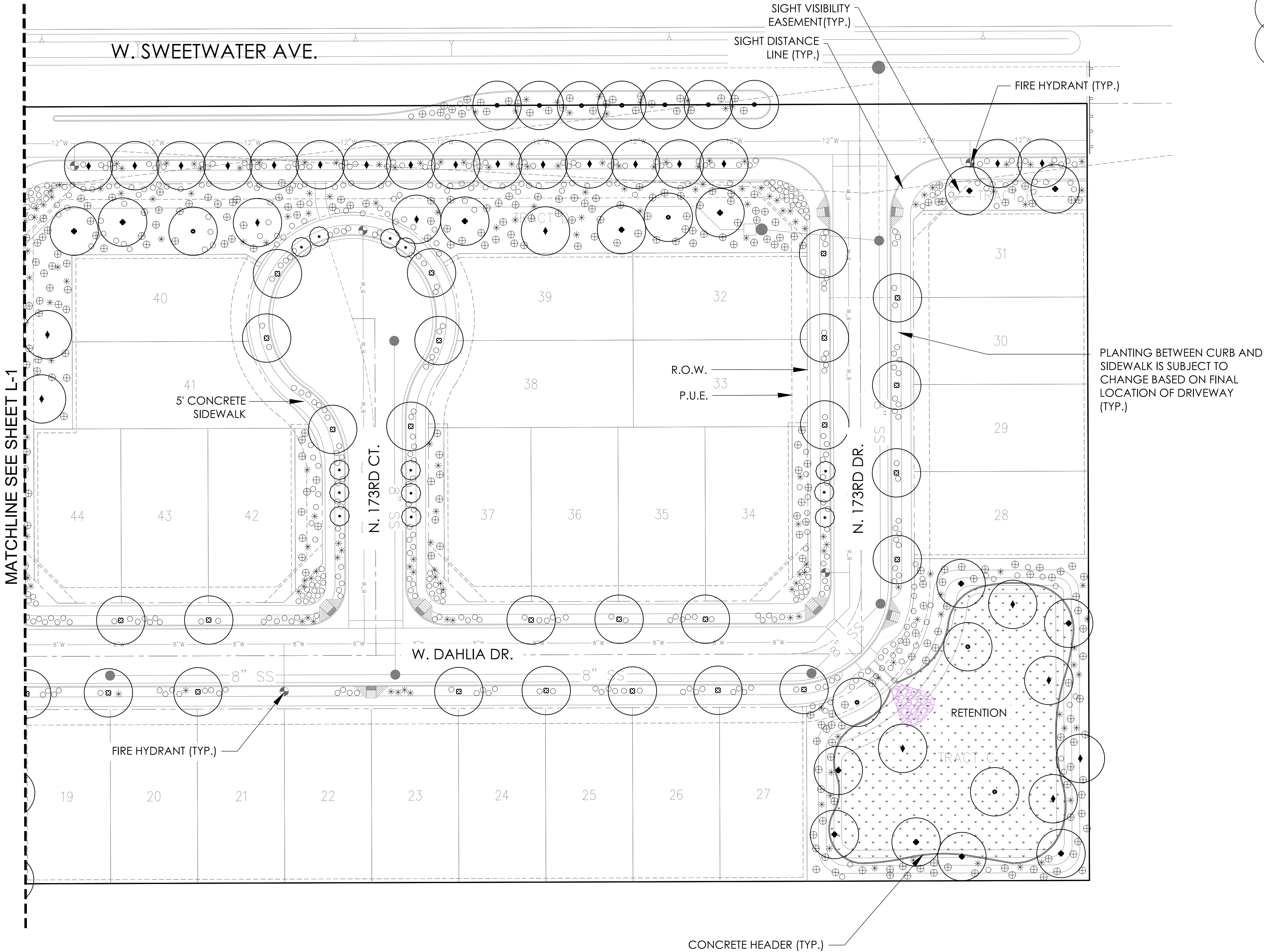
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drawn: LVA

sheet #

L-1

2 of 5

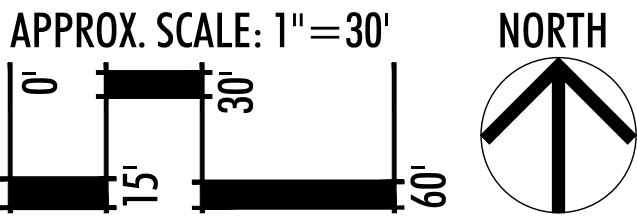
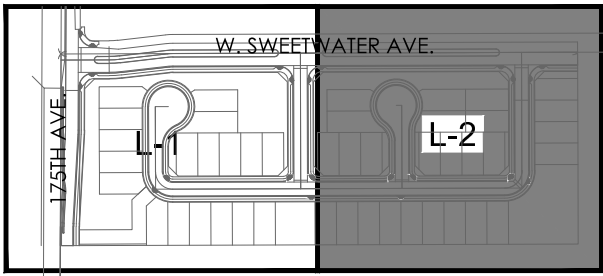


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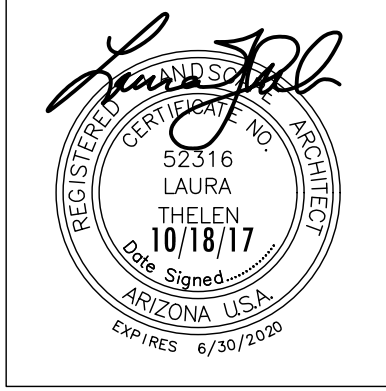


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175TH & SWEETWATER

PRELIMINARY LANDSCAPE PLAN

SURPRISE, ARIZONA

AZ COMMUNITY DEVELOPMENT, LLC.

LANDSCAPE PLAN

revision	date
▲	
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Call Two Working Days Before You Dig

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1-800-STAKE-IT

(Outside Maricopa County)

date: 07/06/17

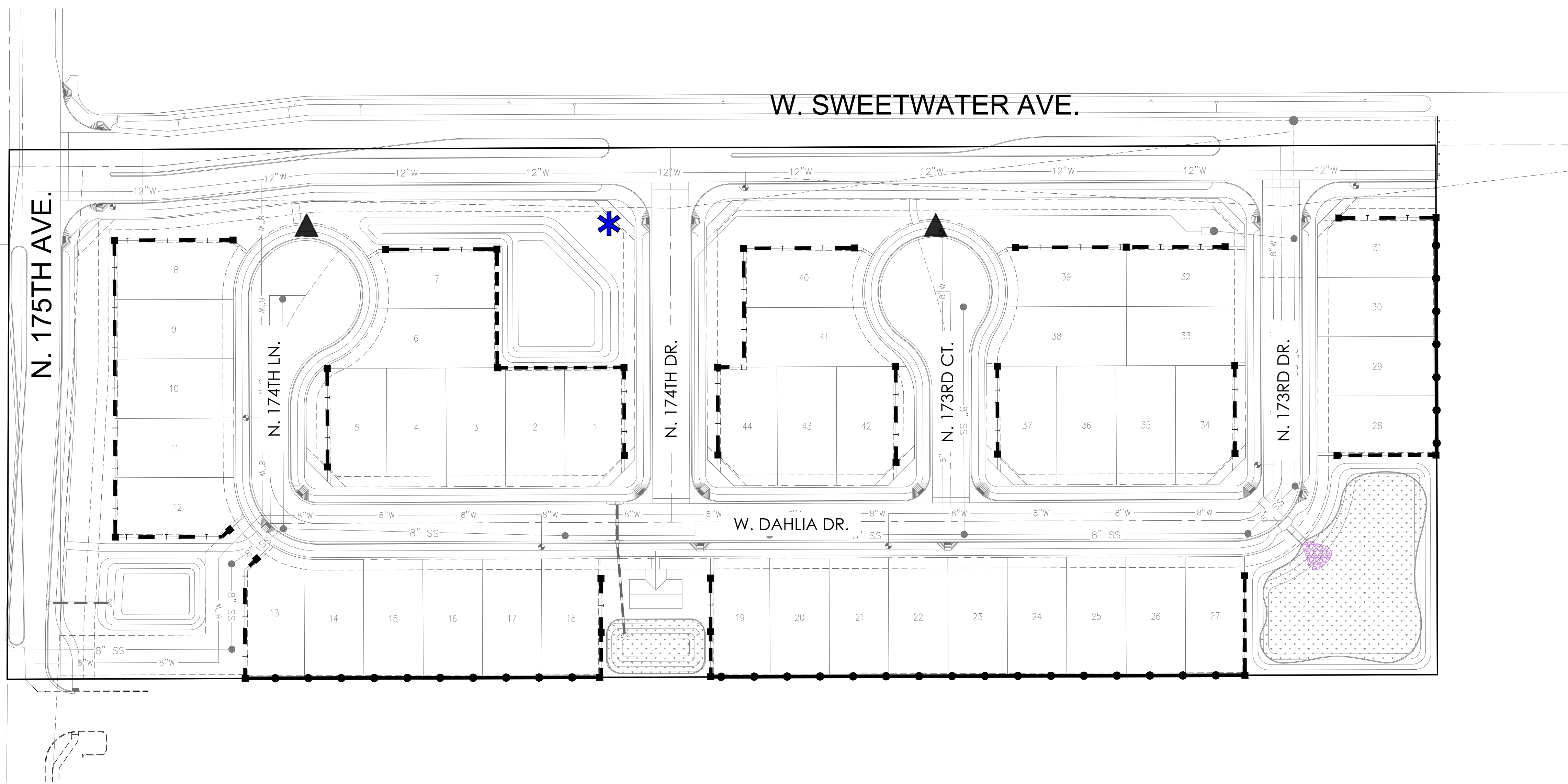
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drawn: LVA

sheet #

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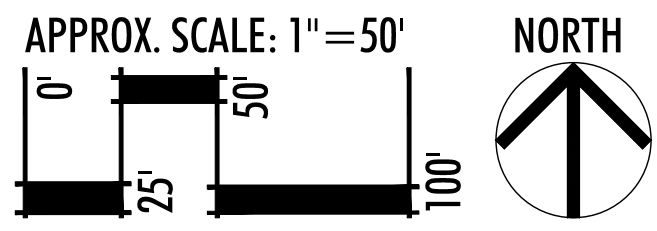
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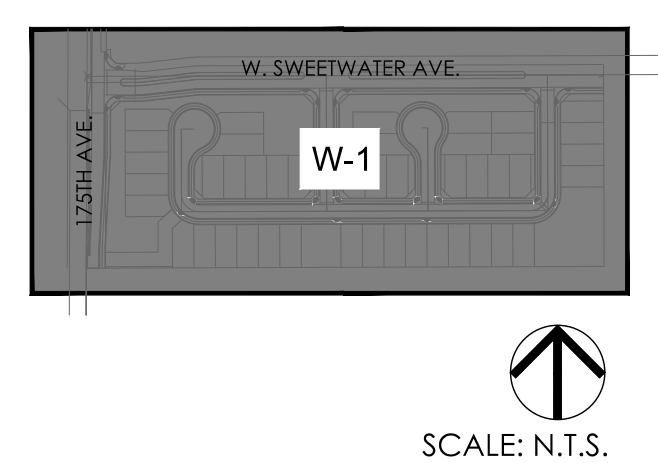
NOTE:
1. ALL MAILBOX LOCATIONS AND SIZES ARE PRELIMINARY AND ARE SUBJECT TO FINAL APPROVAL BY THE U.S.P.S.
2. ADEQUATE LIGHTING FIXTURES WILL BE PROVIDED IN MAILBOX LOCATIONS. DETAILS TO BE PROVIDED WITH FINAL PLANS.

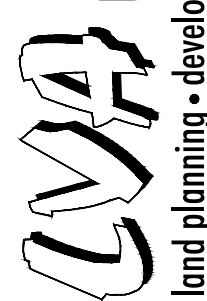
LEGEND

- THEME WALL (DETAIL 1, SHT WD-1) [Symbol]
- PARTIAL VIEW FENCE (DETAIL 2, SHT WD-1) [Symbol]
- BUILDER WALL (DETAIL 4, SHT WD-1) [Symbol]
- ENTRY MONUMENT (FUTURE) [Symbol]
- MAILBOX CLUSTER (DETAIL 3, SHT WD-1) [Symbol]

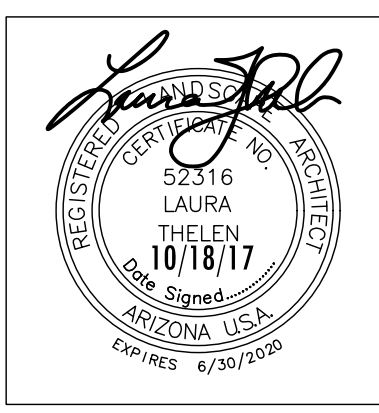


KEYMAP





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175TH & SWEETWATER
PRELIMINARY LANDSCAPE PLAN
SURPRISE, ARIZONA
AZ COMMUNITY DEVELOPMENT, LLC.

WALL & MAILBOX PLAN

revision	date



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1-800-STAKE-IT
(Outside Maricopa County)

date: 07/06/17
job no.: 1726
drawn: LVA
sheet #
W-1
4 of 5



175TH & SWEETWATER
PRELIMINARY LANDSCAPE PLAN
SURPRISE, ARIZONA
AZ COMMUNITY DEVELOPMENT, LLC.

WALL DETAILS



Call Two Working Days
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(Outside Maricopa County)

WD-1
5 of 5



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

21 July 2017

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

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

Re: FS17-403; 175th Ave & Sweetwater Avenue

Dear Ms. Sullivan

Thank you for the opportunity to provide comments on the Preliminary Plat Application for 175th and Sweetwater Avenues. The site is on 10 acres located at the southeast corner of 175th and Sweetwater Avenues within unincorporated Maricopa County however is within the City of Surprise General Planning Area. This request is for a residential community consisting of 44 units, for an overall density of 4.4 dwelling units per acre. The site is approximately 2.7 miles outside the 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. The density of 4.4 du/ac meets these guidelines.

This request, as stated in the application, will not negatively impact the flying operations at Luke AFB. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform potential residents about Luke AFB operations.

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

Sincerely

for Barbara Plante
JAMES R. MITCHELL

cc:

Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

From: Tony Abbo [<mailto:TAbbo@azdot.gov>]
Sent: Monday, July 17, 2017 6:57 AM
To: Jamie Sullivan; Michael Wilson
Subject: FW: FS17-403 175th Ave & Sweetwater Ave Electronic Submittal

Hello:

Based on the size and location of this development, it is my opinion that it will not have a significant impact on the state system. Therefore Regional Traffic has no further comment on the development.

Best Regards,

TONY S. ABBO, PE, PTOE, FITE

Regional Traffic Engineer (RTE) – Central Region

Arizona Department of Transportation (ADOT)

2140 West Hilton Avenue

PM00

Phoenix AZ 85009

Cell: (480) 294-0548

E-mail: tabbo@azdot.gov



Transportation Systems Management and Operations

From: Debbie Trasancos [mailto:DebbieT@mwdaz.com]
Sent: Monday, July 17, 2017 3:20 PM
To: Jamie Sullivan
Cc: Chris Cain; Leslie Jarrell
Subject: RE: FS17-403 175th Ave & Sweetwater Ave Electronic Submittal

Jamie,

Thank you for providing the electronic submittal for 175th Ave & Sweetwater Ave (FS17-403).

MWD has reviewed this submittal and determined that the proposed development will impact MWD. As a result, this development will require a development agreement between MWD and the developer to address the impacts to MWD's facilities and/or property interests. Please have the developer or their consultant contact MWD to discuss this project. Additionally, the developer will need to provide copies of any subdivision plats and utility and improvement plans to MWD for review and approval pursuant to the attached *MWD Drawing Requirements*, along with payment of the applicable plan review fees pursuant to the attached *MWD Fees & Payment Schedule*. Upon our review of the plat and/or plans once they have are provided by the developer, MWD will copy the City on our approval and/or comments.

Thanks again,

Debbie Trasancos
Property & Contracts Specialist
Maricopa Water District
14825 W. Grand Ave.
Surprise, AZ 85374
623/546-8266
fax 623/584-2536
debbiet@mwdaz.com

From: Lynndsay O'Neill - FCDX [mailto:LynndsayONeill@mail.maricopa.gov]
Sent: Wednesday, July 26, 2017 3:24 PM
To: Jamie Sullivan
Cc: Mark Frago - FCDX
Subject: RE: FS17-403 175th Ave & Sweetwater Ave Electronic Submittal

The Flood Control District of Maricopa County has the following comments.

Project Name: FS17-403 175th Ave & Sweetwater Ave. Project Information: SEC of 175th Ave and Sweetwater. APN 502-04-002P.

- This parcel is located on FEMA FIRM Panel number 1660L, located in FEMA Zone X, not in the SFHA.

Lynndsay O'Neill, CFM

Planner

Policy, Planning & Coordination Branch



Flood Control District of Maricopa County

2801 W Durango St, Phoenix, AZ 85009

(O) 602-506-8725

lynndsayoneill@mail.maricopa.gov

www.fcd.maricopa.gov



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S U R P R I S E
ARIZONA

City Council

December 19, 2017

175th & Sweetwater

Preliminary Plat



175th & Sweetwater

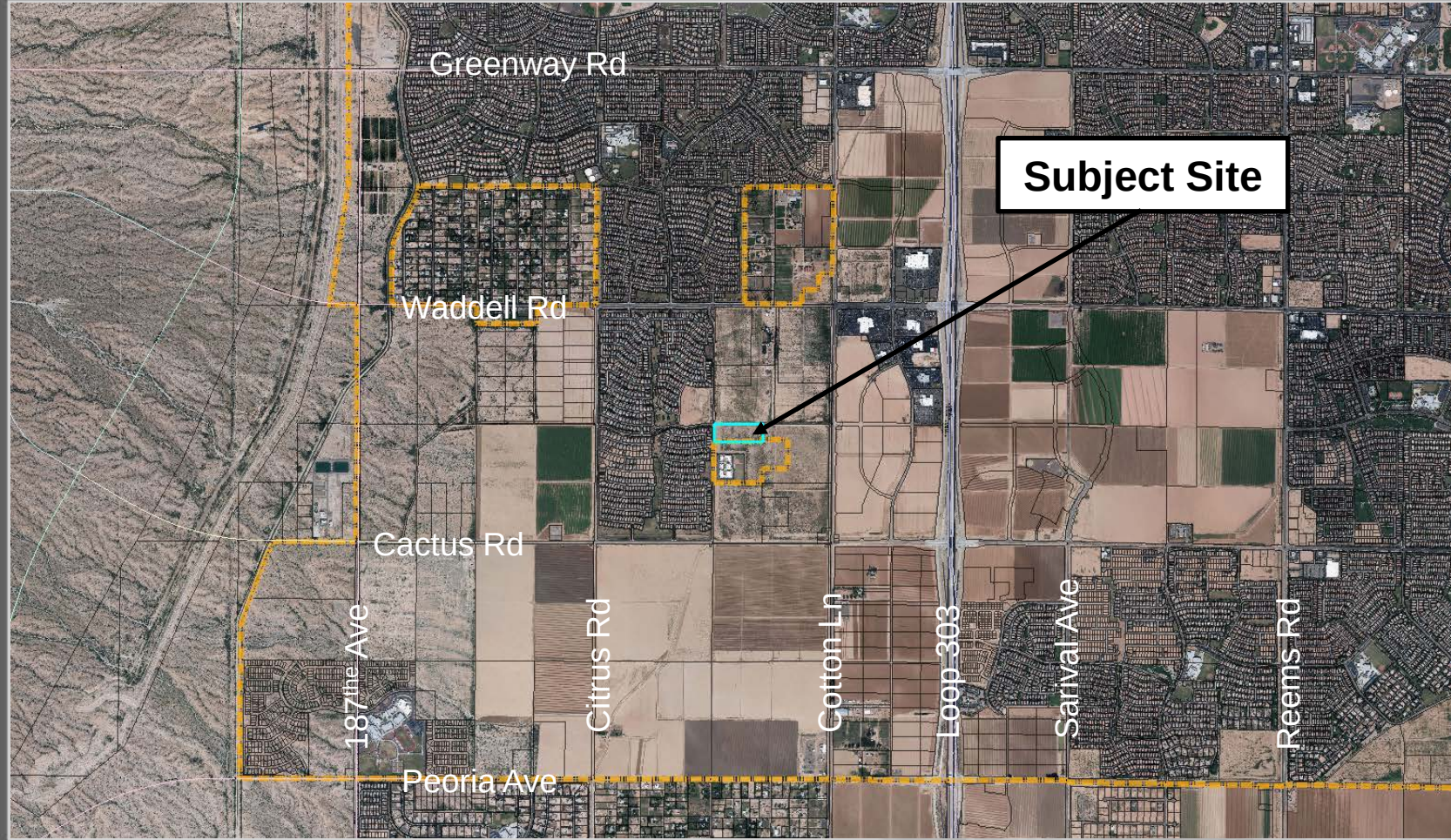
- ~~Zone Change~~
- Preliminary Plat



Magnolia

- Zone Change
- Preliminary Plat

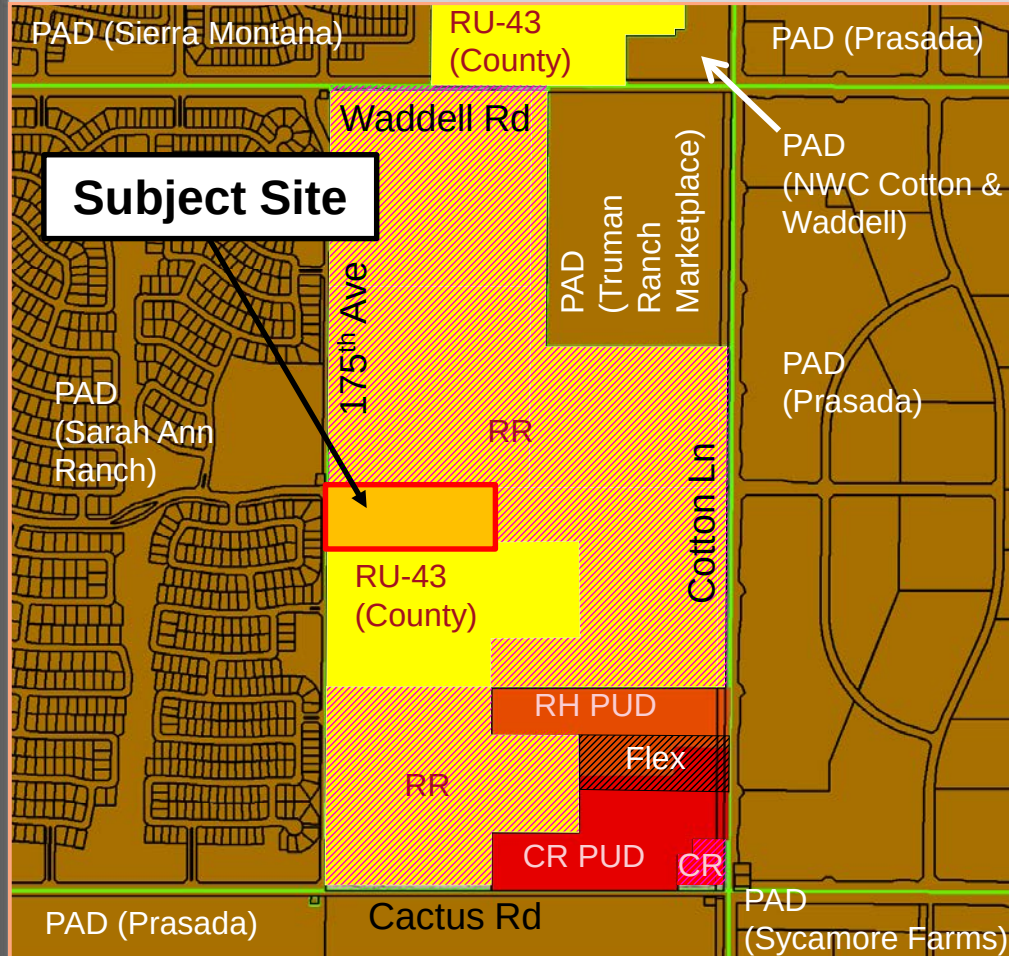


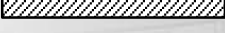


Fs17-403 Vicinity Map

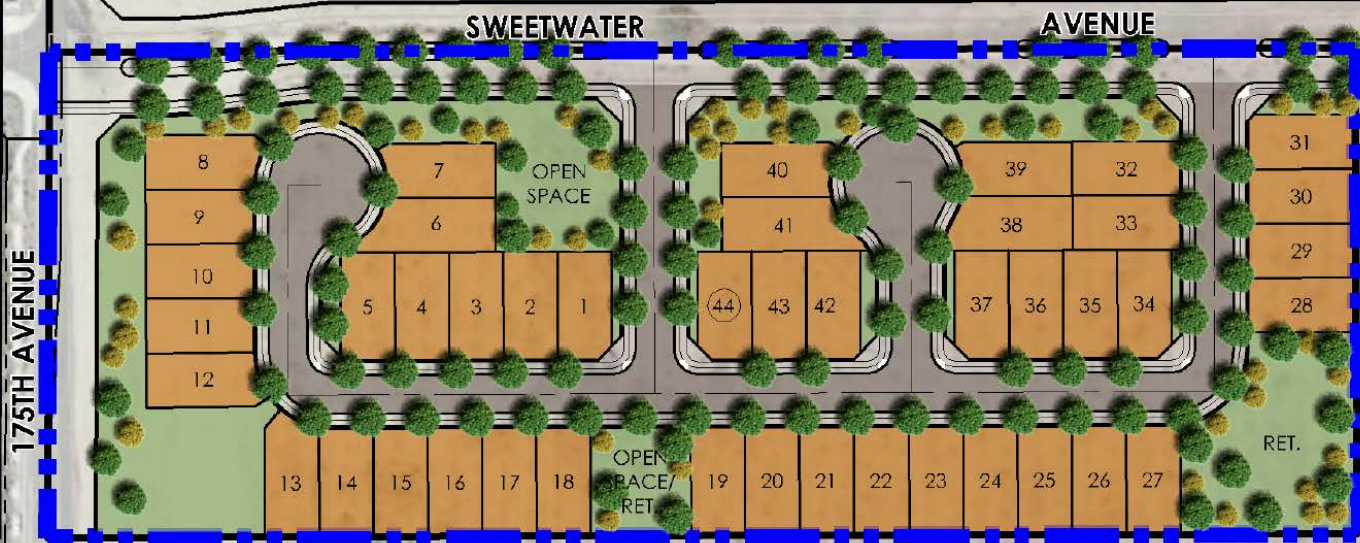
FS17-403

Case Map



-  Surprise PAD Zoning
-  County RU-43 Zoning
-  Surprise RR Zoning
-  Surprise CR Zoning
-  Surprise RH PUD Zoning
-  Surprise CR PUD Zoning
-  Surprise CR PUD / RH PUD Flex Zoning
-  Surprise RM-9 PUD

Zone Change (previously approved)

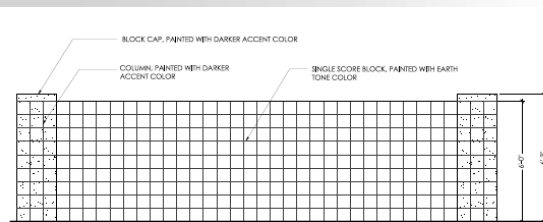
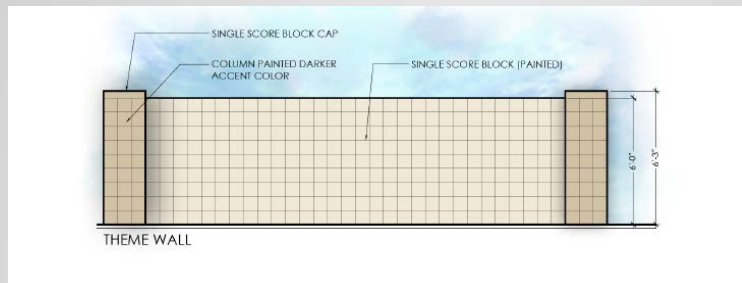


175th & Sweetwater

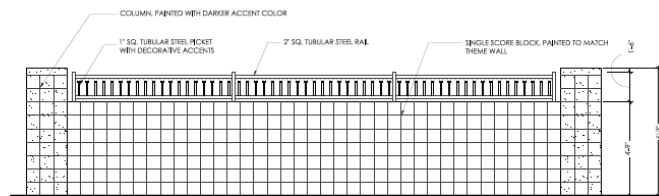
[illegible]

175th & Sweetwater

175th & Sweetwater



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



2 PARTIAL VIEW FENCE (DECORATIVE WROUGHT IRON)
SCALE: 1/2" = 1'-0"

Perimeter Walls

W. SWEETWATER AVE.

N. 175TH AVE.

N. 174TH LN.

N. 174TH DR.

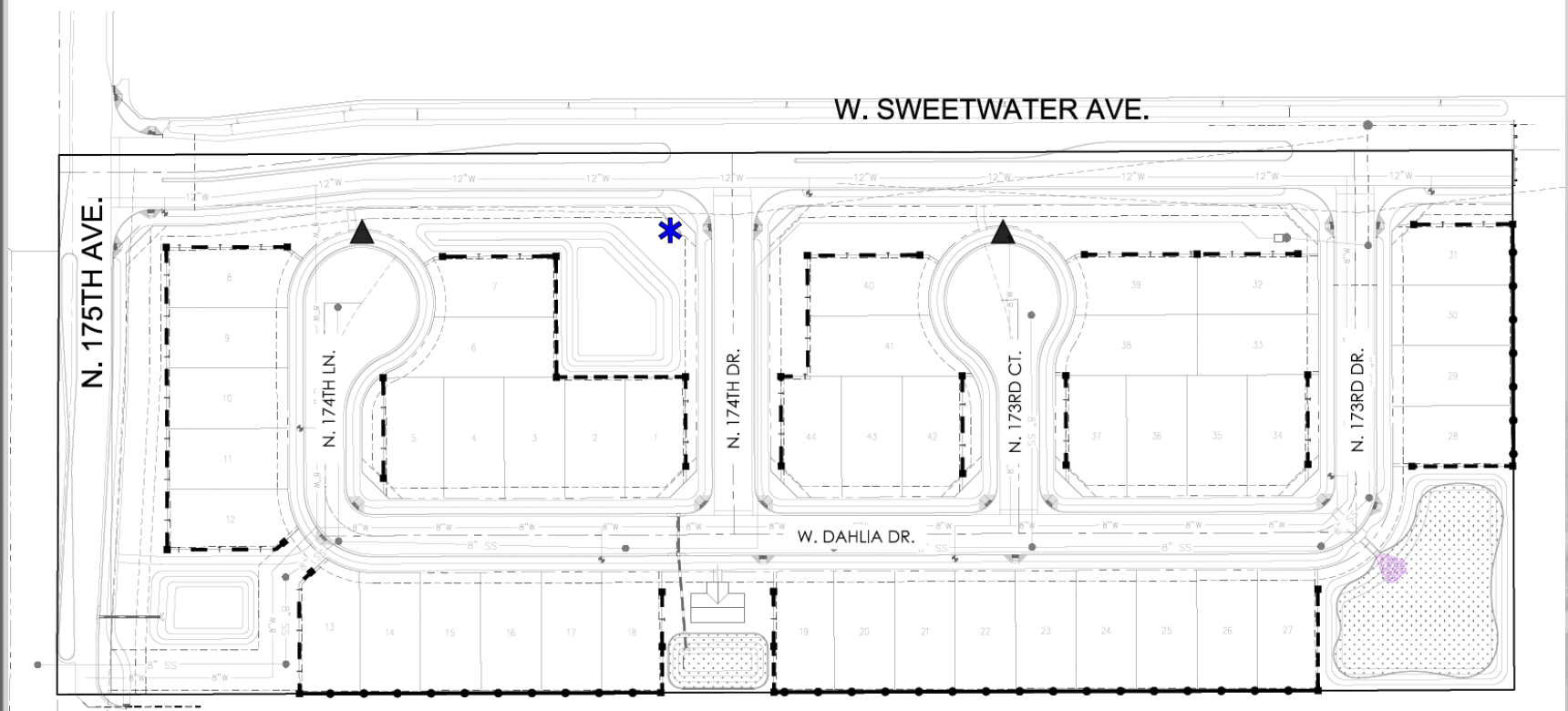
N. 173RD CT.

N. 173RD DR.

W. DAHLIA DR.

175th & Sweetwater

Wall Plan



Commission Recommendation:

175th & Sweetwater

Unknown as of the writing of
this report



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

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

Council Meeting Date:	December 19, 2017	Contact Person:	Eric Fitzer - Community Development
Submitting Department:	CD	District:	4
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to acceptance of a Warranty Deed from J and J Property Holdings, LLC for donation of Real Property; Resolution # 2017-28.

Motion:

I move to approve Resolution # 2017-28.

Background:

The City has been offered a parcel of land for the use of open space and a trail system.

Objective Analysis:

The City is looking to provide trail connectivity along waterways within the planning area. This parcel is located along the Agua Fria River and the donation of the land would start to facilitate future trail open space and potentially recreational opportunities within this corridor.

Policy Compliant:

Accepting the donation of land is City and Council policy compliant.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [Res 2017-28 Acceptance of Warranty Deed](#)
 - ☐ [Donation of Land - WD with legal description](#)
 - ☐ [Donation of Land - MC16-10-38 - Summary VAL](#)
 - ☐ [Donation of Land - Phase I ESA - South Bell Rd & East of Bell Rd](#)
 - ☐ [Donation of Land - Memo](#)
-

RESOLUTION # 2017-28

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF SURPRISE, ARIZONA, TO ACCEPT A WARRANTY
DEED FROM J AND J PROPERTY HOLDINGS LLC.**

WHEREAS, J and J Property Holdings, LLC conveys to the City of Surprise the real property identified in Exhibit A, and generally located southeast of Bell and El Mirage Roads;

WHEREAS, the City has an interest in acquiring the warranty deed dedication for the use of open space and a trail system; and

WHEREAS, the owner would like to donate the land to the City.

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

Section 1. The City of Surprise accepts the Warranty Deed attached hereto and incorporated by this reference.

Section 2. The Mayor is hereby authorized to execute and submit all documents and any other necessary or desirable instruments in connection with the Warranty Deed and to take all steps necessary to carry out the intent of this Resolution.

APPROVED AND ADOPTED this _____ day of _____, 2017.

Sharon R. Wolcott, Mayor

ATTEST:

APPROVED AS TO FORM:

Sherry A. Aguilar, City Clerk

Robert Wingo, City Attorney

When recorded return to:
City Clerk
City of Surprise, Arizona
12425 W. Bell Road
Suite D-100
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **J and J Holdings L.C.**, an Arizona corporation ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this ____ day of _____, 2017

GRANTOR
Name

By:
Its:

STATE OF _____) ss.
County of _____)

This instrument was acknowledged and executed before me this _____ day of _____ 2017, by _____.

j

My Commission Expires:

NOTARY PUBLIC

Exhibit "A"

PARCEL NO. 1:

That part of the Northwest quarter of Section 1, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the Northwest corner of said Section 1; thence South 660 feet; thence East 30 feet; thence continuing East 1554.54 feet; thence South 14 degrees 31 minutes East a distance of 518.48 feet to the TRUE POINT OF BEGINNING; thence West 78.87 feet; thence South 14 degrees 38 minutes East a distance of 79.18 feet; thence South 01 degree 35 minutes East a distance of 244.32 feet; thence South 02 degrees 06 minutes East a distance of 116.49 feet; thence South 01 degree 17 minutes West a distance of 258.12 feet; thence South 11 degrees 05 minutes East a distance of 221.47 feet; thence South 20 degrees 58 minutes East a distance of 265.24 feet; thence South 18 degrees 46 minutes East a distance of 245.05 feet; thence South 144.12 feet; thence South 01 degree East 183.83 feet to a point on the East-West mid-section line; thence East to the North-South mid-section line; thence North to a point which is 1161.59 feet South of the North line of said Section 1; thence West 926.30 feet to the TRUE POINT OF BEGINNING;

EXCEPT the South 30 feet thereof.

PARCEL NO. 2:

The South 30 feet of that part of the Northwest quarter of Section 1, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the Northwest corner of said Section 1; thence South 660 feet; thence East 30 feet; thence continuing East 1554.54 feet; thence South 14 degrees 31 minutes East a distance of 518.48 feet to the TRUE POINT OF BEGINNING; thence West 78.87 feet; thence South 14 degrees 38 minutes East a distance of 79.18 feet; thence South 01 degree 35 minutes East a distance of 244.32 feet; thence South 02 degrees 06 minutes East a distance of 116.49 feet; thence South 01 degree 17 minutes West a distance of 258.12 feet; thence South 11 degrees 05 minutes East a distance of 221.47 feet; thence South 20 degrees 58 minutes East a distance of 265.24 feet; thence South 18 degrees 46 minutes East a distance of 245.05 feet; thence South 144.12 feet; thence South 01 degree East 183.83 feet to a point on the East-West mid-section line; thence East to the North-South mid-section line; thence North to a point which is 1161.59 feet South of the North line of said Section 1; thence West 926.30 feet to the TRUE POINT OF BEGINNING.

CONFIDENTIAL MEMORANDUM

TO: JACK EVANS

FROM: PETER J. MARTORI

DATE: DECEMBER 20, 2016

RE: SUMMARY OF VALUATION OF THE PROPERTY OWNED BY J AND J
PROPERTY HOLDINGS (APN 501-24-006)

SCOPE OF WORK

The appraiser was engaged to appraise the subject property situated to the east of the Sunflower RV Resort, south of Bell Road and located within the watercourse of the Agua Fria River, Surprise, Arizona. The property is legally described as follows:

501-24-006 Sect: 1 Twn: 3N Rng: 1W
PT NW4 DAF BEG NW COR SEC TH S 660F E 30F TH CONT E 1554.54F TH S 14D
31M E 518.48F TO TPOB W 78.87F S 14D 38M E 79.18F S 01D 35M E 244.32F S 02D
06M E 116.49F S 01D 17M W 258.12F S 11D 05M E 221.47F S 20D 58M E 265.24F S
18D 46M E 245.05F S 144.12F S 01D E 183.83F TO PT ON E-W MID SEC LN TH E
TO N-S MID SEC LN TH N TO PT WH IS 1161.59F S OF N LN SEC TH W 926.30F TO
TPOB EX S30F

The subject property is further identified as follows:

Location:	Surprise, Arizona	
Assessor's Parcel No.:	501-24-006	
Zoning:	Surprise; PAD	
Gross Acres:	35.92	
Flood Zone:	Flood way:	99%
	Zone X:	1%
Property Type:	In-Place Resources	
Date of Inspection:	November 15, 2016	
Date of Value:	December 01, 2016	
Date of Report:	December 26, 2016	

The subject property (referred to as the J & J Property) is situated within the incorporated limits of the City of Surprise, Arizona and is in an area generally surrounded by property owned by sand and gravel companies. The property is north of a larger sand and gravel operation that is owned by Vulcan Materials. The subject property abuts the defined west bank of the watercourse of the Agua Fria River.

Surrounding Property Ownership

No.	Ownership	APN	Acres	Direction
1	Maricopa County	501-24-832	17.85	Due North
2	MCDOT	501-24-834	5.90	Due North
3	Calmat Company	501-24-833	0.89	North
4	Calmat Land Company	501-24-007D	83.61	Due East
5	Calmat Land Company	501-24-007C	1.36	Due East
6	Arizona Sand & Rock	501-24-003B	80.00	Due South
7	Arizona Sand & Rock	501-24-001	40.00	Southeast
8	Arizona Sand & Rock	501-24-004	40.00	Southeast
9	Calmat Land Company	501-24-008	80.00	Southeast

The remaining property situated within the watercourse of the Agua Fria River extending south to Grand Avenue is vested in the name of Arizona Sand & Rock and effectively the site of the Vulcan Mining Operations (501-254-002, 007B; 501-58-001, 005 & 004A).

Physical Inspection & Resource Material

The subject property was inspected on November 15, 2016 and the property was viewed from the east property line of the Sunflower RV Resort and from the adjoining property (previously mined in the past) on the east that is owned by the Calmat Land Company. There is an access roadway from Bell Road that goes under Bell Road, through a gate and traverses the Calmat property in a southerly direction to the Vulcan Materials Sand and Gravel Operation. Again, the property to the immediate east has been mined down to a 20' - 25' level.

The subject property has not been mined; however, test trenches and testing was done by Vulcan Materials Company in 2005. The geologic logs and location maps of the property were prepared by Vulcan and conform to the Vulcan Materials protocol.

Project: Sun City – Agua Fria River Channel

Date	Hole	Elevation	Depth
06/10/05	SC05-TR01	1122'	20'
06/10/05	SC05-TR02	1125'	20'
06/10/05	SC05-TR03	1129'	15'
06/10/05	SC05-TR04	1129'	15'

Note: The geologic logs and cover letter are on file with the appraiser.

The results of the testing indicate that there are various types of sand & gravel material to a depth of 20'. Noteworthy, the 80-acre parcel to the immediate east has been mined down to a depth of approximately 20'- 25'.

Highest & Best Use

The Highest and Best Use of the subject property is that of “in place sand & gravel reserves.”

The property is adjacent to property that has previously been mined and also adjacent to property owned by a large sand and gravel materials company (Vulcan Materials Company).

The site is large enough to accommodate an independent mining operation; however, is most likely a parcel with unpermitted “in place reserves” that would be purchased and/or mined by Vulcan Materials Company.

The appraiser has recently completed a Sand & Gravel Analysis for the Salt River Pima-Maricopa Indian Community that is located along the north side of Southern Avenue and east of 67th Avenue. The Arizona Department of Transportation is taking a portion of the property for the Loop 202 South Mountain Freeway. This site was operational; however, had a significant amount of in-place sand and gravel reserves.

Ownership / Donation Base

The subject property is vested in the name of J and J Property Holdings, L.C. The members of the entity are related parties (husband & wife). Therefore, the asset is wholly owned by this entity and a partial interest analysis was not necessary.

J and J Property Holdings, L.C. intends to gift the entire property to the City of Surprise prior to December 31, 2016.

Significant Dates

The physical inspection of the subject property occurred on November 15, 2016 which is within the 60-days of the gifting which meets the IRS test for a qualified Appraisal. The effective date of value is December 01, 2016 and the date of the Appraisal Report will be December 26, 2016.

Quantities

The subject property consists of approximately 35.92 acres and is irregularly shaped. However, in order to estimate the amount of the overall reserves, the appraiser utilized a rectangular area commencing at the northeast corner of 900' (north line) by the 1,438' east line. This leaves the necessary area along the west property line and the north property line for slope requirements to a depth of approximately 20'.

$900' \times 1,438' = 1,294,200 \text{ SF}$
$1,294,200 \text{ SF} \div 43,560 \text{ SF} = 29.7/\text{Acres}$

The 29.7 acres represents a surface area of 83% of the gross acres, leaving 17% for slope requirements and minimum staging area.

$900' \times 1,438' = 1,294,200 \text{ SF}$
$1,294,200 \text{ SF} \times 20' \text{ Depth}$
$25,884,000 \text{ CF} \div 27 = 958,666 \text{ CY}$
$958,666 \text{ CY} \times 1.35 \text{ (Ton/Weight)} = 1,294,199 \text{ Tons}$

Effectively, there are 1,294,199 tons of “in-place” reserves that are similar to that of the Calmat Land Company property to the east that has been mined down to a depth of approximately 20' - 25'.

Developing a Unit Price

Effectively, the property has approximately 1,294,199 tons of unpermitted in-place reserves. It is important to note that there is a price difference in permitted in-place reserves and unpermitted reserves of about \$0.50 per ton. There were three (3) important issues considered as part of the analysis which include the following:

1. In 2005 Vulcan Materials spent the time and money on testing the property for reserves. The testing trenches went to a depth of 20'.
2. Vulcan Materials has a large sand & gravel operation to the south of the subject property and has invested a significant amount of money into improvements which include building a protection berm along the west property line (portion of).
3. Vulcan Materials is the most likely buyer and/or operator that would mine the property. On this basis, mining permits may be more readily available to Vulcan Materials. This would also include a Reclamation Plan.

Therefore, for this analysis, the “in-place” reserves were treated as if they were permitted since the reserve materials are known and that the east 80 acres has already been mined down to a depth of approximately 20' - 25'. Also, for purposes of this report, the appraiser has deducted \$100,000 for the cost of obtaining the mining permits and developing a Reclamation Plan to be submitted to the Flood Control District of Maricopa County or the City of Surprise.

The appraiser has discussed “in-place” reserves with several mining operators that include:

1. Bill Peck (CEMEX)
2. David Lewis (Various mining operations that are leased)
3. Tom Domres (Various mining operations that are leased)
4. Andrew Jackson

The general consensus is that the value of “in-place” reserve property ranges from \$0.50 to \$1.50 per ton depending on the location and known material quality. There are some higher values; however, generally associated with permitted “in-place” reserves that are adjacent to operating sand and gravel mines.

Give the location of the property and proximity to the Vulcan Materials Operation, the appraiser has utilized a unit value of \$1.15 per ton.

1,294,199 Tons @ \$1.15/Ton = \$1,488,329
Rounded = \$1,500,000

The appraiser has deducted the cost of permits and developing a Reclamation Plan in the amount of \$100,000.

Preliminary Estimate	\$1,500,000
less: Cost of Permits & Reclamation Plan	<\$100,000>
Estimate of Value	\$1,400,000

As a test of reasonableness, the estimate of value equates to a per acre price of \$38,975/acre. This falls within various pricing of residential property held for investment and sales of future sand and gravel property (See Exhibit 1 attached).

Attachments:

1. Maricopa County Aerial Map (Photograph)
2. Exhibit 1 (Sales of Mining Property)

Peter J. Martori
Martori & Company, LLC
8777 E. Via de Ventura
Suite 185-East
Scottsdale, Arizona 85258
Office (480) 949-8922
Cell (602) 769-9288
pjm6901@mindspring.com



501-24-006 -- 2016



EXHIBIT 1

Schedule of Sales

Mining & Reserves Property

No.	Location / Buyer	Sale Date	Sale Price	Acres	Price/Acre
1	North side of Salt River, south of Broadway, west of 71 st Avenue (Vulcan Materials)	08/22/14	\$33,88,200	872.14	\$38,765
2	West side of Agua Fria; SEC of Camelback & El Mirage (Tom Domres)	05/29/13	\$1,950,000	126.60	\$15,403
3	SWC Southern & Dysart Road (Quinn Enterprises)	12/31/12	\$5,000,000	205.12	\$24,376
4	North side of Gila River west of Beloit (Airport Road Mining)	10/16/07	\$3,300,000	101.75	\$32,432
5	Agua Fria River at Beardsley Road (1) (La Farge North America)	12/13/06	\$20,030,000	251.06	\$35,075
6	Buckeye – Gila River (Rinker Materials)	7/31/06	\$19,200,000	318.00	\$60,377
7	North of Arlington, Gila River (United Metro)	01/11/06	\$4,334,510	242.83	\$17,850
8	Buckeye – Gila River (CEMEX)	11/28/05	\$18,000,000	240.00	\$53,333
9	NWC of Northern Avenue & 119 th Avenue (Rinker Materials)	02/14/05	\$3,600,000	177.73	\$20,255
10	South of Buckeye & Gila River (Jakes Granite & Supply)	03/22/04	\$1,100,000	40.00	\$27,500

Notes: (1) Includes 320.0 acres at other location

PHASE I ENVIRONMENTAL SITE ASSESSMENT

VACANT LAND

South of Bell Road and East of El Mirage Road
Surprise, Arizona 85374
WT Reference No. 2187JH008

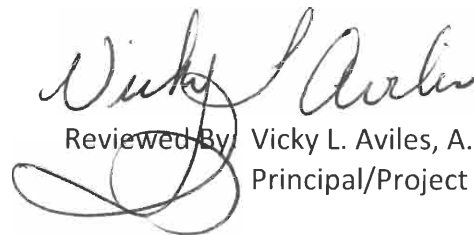
PREPARED FOR:

City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85374
Attn: Renee Fugiel

January 25, 2017



Samantha Novotny
Environmental Scientist



Reviewed By: Vicky L. Aviles, A.E.P.
Principal/Project Manager





January 25, 2017

City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85374

Attn: Renee Fugiel

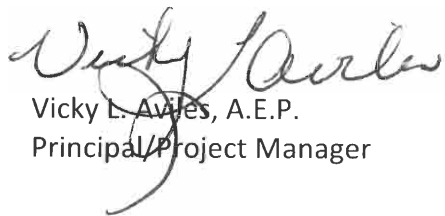
Re: Phase I Environmental Site Assessment
Vacant Land
South of Bell Road and East of El Mirage Road
Surprise, Arizona 85374

WT Reference No. 2187JH008

Western Technologies Inc. presents this Phase I Environmental Site Assessment of vacant land located south of Bell Road and east of El Mirage Road, in Surprise, Arizona. The results of our assessment, significant findings and conclusions are presented in the enclosed report.

This report completes the agreed scope of services. If you have any questions or if we may be of further assistance to you, please do not hesitate to contact us. Thank you for allowing us to provide these services.

Sincerely,
WESTERN TECHNOLOGIES INC.



Vicky L. Awles, A.E.P.
Principal/Project Manager

Copies to: Addressee (1 electronic)

TABLE OF CONTENTS

Page No.

EXECUTIVE SUMMARY	i
1.0 INTRODUCTION	1
1.1 Project Authorization	1
1.2 User Reliance	1
1.3 Environmental Professional's Statement	1
1.4 Purpose	1
1.5 Scope of Services	2
2.0 PROPERTY AND AREA INFORMATION	2
2.1 Current Property Use and Occupancy	2
2.2 Property Improvements and Features	2
2.3 Utilities	2
2.4 Current Adjoining Property Use and Description	3
2.5 Physical Setting Sources	3
3.0 RECONNAISSANCE FOR KNOWN AND SUSPECT RECS	4
3.1 Potential Polychlorinated Biphenyl (PCB) Sources	4
3.2 Aboveground Storage Tanks (ASTs)	4
3.3 Underground Storage Tanks (USTs)	4
3.4 Hazardous Substances, Petroleum Products, and Containers	5
3.5 Solid Waste Indicators	5
3.6 Wastewater, Stormwater, and Other Liquid Discharges	5
3.7 Air Emission Control Equipment	6
3.8 Existing or Former Wells	6
4.0 INTERVIEWS	6
4.1 Interviews with the User of this Report	6
4.2 Interviews with the Property Owner, Current Operators, or Occupants	6
4.3 Interviews with Past Owners, Operators, or Occupants	7
4.4 Interviews with Others	7
5.0 HISTORICAL RECORDS INFORMATION	7
5.1 Property Tax Files	8
5.2 Land Title Records	8
5.3 Zoning/Land Use Records	8
5.4 Local Street Directories	8
5.5 Building Inspection Records	8
5.6 Fire Insurance Maps	9
5.7 Topographic Maps and Atlases	9
5.8 Aerial Photography	9
5.9 Other Historical Sources	9

6.0	ENVIRONMENTAL RECORDS REVIEW	10
6.1	Federal USEPA Records Results	10
6.2	Arizona ADEQ Records Results	10
6.3	Additional Records Reviews	11
7.0	SUMMARY OF ASSESSMENT	12
7.1	Findings	12
7.2	Conclusions and Recommendations	13
8.0	LIMITATIONS	13
9.0	REFERENCES	14
9.1	Contacts	14
9.2	Reports and Publications	14
Appendix A	Figures	
Appendix B	Photographic Log	
Appendix C	Questionnaires and Correspondence	
Appendix D	Historical Records	
Appendix E	Database Report	
Appendix F	Local Records Information	

EXECUTIVE SUMMARY

Western Technologies Inc. (WT) completed a Phase I Environmental Site Assessment (ESA) of vacant land located south of Bell Road and east of El Mirage Road, in Surprise, Arizona. The purpose of this ESA was to identify to the extent feasible, pursuant to the processes described herein, recognized environmental conditions (RECs), in connection with the Property.

The Property is approximately 36 acres in size and is a portion of the Agua Fria River. The riverbed was dry and appeared as undeveloped desert land. There were no apparent occupants or uses. At the time of the assessment, the Property was undeveloped riverbed (Agua Fria River) and covered by dense growth of desert vegetation, including trees and shrubs. A dirt road followed the eastern boundary. Other minor off-road recreation trails were present at various locations throughout the Property. The Property consisted of rocks, sand, gravel, mature trees, and bushes. WT did not find apparent access to enter the Property. However, WT was able to access the Property from a gate at the southeast corner with permission from the adjoining site to the east, Sunflower RV Resort.

The Agua Fria River was to the north and south; Vulcan Materials Company was to the east; and Sunflower RV Resort was to the west of the Property. WT believes Sunflower RV Resort is discarding multiple piles of solid waste at the southwest corner of the Property near the Sunflower RV Resort fence gate. These materials included inert concrete blocks, multiple types of decorative gravel, soil, cactus clippings, landscaping debris, metal piping, and brick pavers. These piles did not appear to extend beneath the ground surface, and we did not observe stained soils, oily residues, or other indications of hazardous substances co-mingled with the solid waste piles. WT considers the solid waste piles to be a *de minimis* condition. However, WT recommends that Sunflower RV Resort remove the materials from the Property and discard/recycle the materials in the appropriate dumpster receptacles. WT did not identify other indications of RECs in connection with the current use of the adjoining sites.

Based on our review of historical aerial photographs and topographic maps, the Property was vacant, desert land and appeared to be part of a riverbed/drainage in the earliest photographs dated 1949 and 1959. In the 1969 and 1970 photographs, small areas of intermittent excavations appear all over the Property. In 1976 and 1979, major excavation activities and equipment are visible on the Property. In 1986, there were no excavations or other occupants, and the Property was graded; a dark area of liquid appears to collect in the southwest and northwest areas of the Property. Vegetation regrowth steadily appears starting from 1997 and continues through the most recent 2015 photograph. The Property has appeared similar since that time. WT did not identify indications of RECs in connection with the historical uses of the Property.

WT obtained a commercial database report that included information extracted from regulatory databases maintained by the United States Environmental Protection Agency (USEPA) and Arizona Department of Environmental Quality (ADEQ). The database findings did not identify the Property in the searched federal and state databases. In the surrounding area, CalMat Company was identified in the hazardous waste (RCRA), underground storage tanks (UST), and leaking underground storage tanks (LUST) databases; and UFI Valley Sprayer & Duster (UFI) was identified in the Superfund (SEMS) Archive, State Hazardous Waste Site (SHWS), and Solid Waste Facilities

(SWF) databases. Based on the database findings and our ADEQ records reviews, WT does not consider the CalMat Company or UFI to be a REC for the Property.

This ESA revealed no evidence of RECs currently in connection with the Property, and WT makes no recommendations for further assessment at this time. If additional information becomes available or known that may suggest the presence of RECs currently in connection with the Property, contact this firm for potential recommendations.

1.0 INTRODUCTION

This report presents the results of a Phase I Environmental Site Assessment (ESA) of vacant land located south of Bell Road and east of El Mirage Road, in Surprise, Arizona ("the Property"). According to Maricopa County Assessor records, the parcel number (APN) for the Property is 501-24-006. The cadastral description of the Property relative to the U.S. Public Land Survey System is generally within the eastern portion of the northwest quarter, of Section 1, Township 3 North, Range 1 West, Gila Salt River, Baseline and Meridian, Maricopa County, Arizona. Figure 1 in Appendix A shows the location of the Property, and Figure 2 shows the Maricopa County Assessor's Parcel Map.

1.1 Project Authorization

Western Technologies Inc. (WT) was authorized by Renee Fugiel of the City of Surprise to perform this ESA according to WT Contract No. 2187PH008, dated January 11, 2017.

1.2 User Reliance

WT prepared this ESA for the City of Surprise. This ESA may not be utilized or relied upon by any other person or entity without the express written consent of WT and the completion of the User's responsibilities as described in ASTM E 1527-13 and the All Appropriate Inquiries Rule (AAI Rule).

1.3 Environmental Professionals Statement

I, Vicky Aviles, declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR § 312.10. I have the specific qualifications, based on education, training, and experience, to assess a property of the nature, history, and setting of the Property. I have developed and performed the all appropriate inquiries in general conformance with the standards and practices set forth in 40 CFR Part 312.

Samantha Novotny, also with WT, participated in the preparation of this ESA under the direction of Ms. Aviles. Ms. Novotny conducted the site reconnaissance, interviews, and records reviews under the supervision and responsible charge of Ms. Aviles. The final review of the written report and the formulation of opinions regarding Recognized Environmental Conditions were performed by Ms. Aviles. Resumes for these individuals are available from this office upon request.

1.4 Purpose

The purpose of this ESA was to identify, to the extent feasible pursuant to the processes described herein, recognized environmental conditions (RECs) in connection with the Property. According to the ASTM E1527-13, RECs are "the presence or likely presence of any hazardous substances or petroleum products on, in, or at the Property: (1) due to a release to the environment; (2) under conditions indicative of a release to the environment; or (3)

under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not RECs." WT used its judgment to identify migration pathways and RECs.

1.5 Scope of Services

The scope of services generally followed the applicable provisions of the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-13) and the scope and limitations in our contract for this project, and consisted of a reconnaissance of the Property, interviews, a review of physical setting information, reviews of historical use research, reviews of standard Federal and State databases and local records, file reviews (if deemed necessary by the environmental professional), and preparation of this report.

2.0 PROPERTY AND AREA INFORMATION

The reconnaissance of the Property was performed by Ms. Novotny on January 19, 2017. The reconnaissance was performed by walking across the Property. The western perimeter was too steep to walk across, and areas of dense vegetation limited WT's ability to inspect the ground surface. No other limiting conditions were encountered during the reconnaissance of the Property. Selected photographs taken during the reconnaissance are included in Appendix B. Figure 3 in Appendix A depicts general features observed on the Property.

2.1 Current Property Use and Occupancy

The Property is approximately 36 acres in size and is a portion of the Agua Fria River. The riverbed was dry and appeared as undeveloped desert land. There were no apparent occupants or uses.

2.2 Property Improvements and Features

At the time of the assessment, the Property was undeveloped riverbed (Agua Fria River) and covered by dense growth of desert vegetation, including trees and shrubs. A dirt road followed the eastern boundary. Other minor off-road recreation trails were present at various locations throughout the Property. The Property consisted of rocks, sand, gravel, mature trees, and bushes. WT did not find apparent access to enter the Property. However, WT was able to access the Property from a gate at the southeast corner with permission from the adjoining site to the east, Sunflower RV Resort.

2.3 Utilities

The Property was undeveloped; therefore, utilities were most likely not connected to the Property. In the surrounding vicinity, water and sewer services were provided by the City of

Surprise. Electricity was provided by Arizona Public Service (APS). Natural gas was provided by Southwest Gas.

2.4 Current Adjoining Property Use and Description

The area of the Property was within a residential area of the City of Surprise. The City of El Mirage was just south of the Property, and the Town of Sun City was east of the Property. The sites adjoining the Property consist of the following:

- North and south was the continuation of the Agua Fria River.
- East was an open pit for mining gravel utilized by Vulcan Materials Company.
- West was the Sunflower RV Resort.

Based on our observations during the reconnaissance, we did not identify potential RECs on the Property resulting from activities on the adjoining sites.

2.5 Physical Setting Sources

Topographic maps from the United States Geological Survey (USGS) and hydrogeologic reports from the ADWR were reviewed as standard physical setting sources of information about Property and surrounding area. The physical setting information represents a general indication of topographic and hydrogeologic conditions that may reflect pathways for the migration of hazardous substances and petroleum products onto or away from the Property. However, this regionally-based information may not accurately describe current site-specific physical setting conditions.

According to the 2014 USGS Calderwood Butte 7.5-Minute Series topographic map, the Property has an approximate elevation of 1,160 feet above mean sea level (MSL) and the terrain slopes to the northeast. The Property is on the Agua Fria River, which continues in the north and south direction. The Thunderbird Mountains are approximately 8.5 miles northeast of the Property, the White Tanks Mountains are approximately 10 miles west, and the general vicinity is populated with golf courses.

The Property was within the Phoenix Active Management Area, which is divided into several sub-basins consisting of broad alluvial basins filled with over a thousand feet of sedimentary deposits consisting primarily of silt, sand, clay, gravel, and cobbles. The Property is in the West Salt River Valley Sub-basin.

Three main water-bearing units comprise the basin-fill deposits. The units, in ascending order, are the Tertiary Lower Conglomerate Unit (LCU), the Quaternary and Tertiary Middle Fine-grained Unit (MFU), and the Quaternary Upper Alluvial Unit (UAU), (U.S. Bureau of Reclamation, 1976). The UAU is the primary source of groundwater in the Phoenix Active

Management Area. Groundwater is usually unconfined, but semi-confined conditions exist in areas where there is an increase of fine-grained materials.

The ADWR Groundwater Inventory Online Map indicates that the depth to groundwater in the vicinity of the Property was between 375 and 400 feet below the ground surface (bgs), based on data from 2009. The direction of groundwater flow beneath the Property appeared to be southerly with the Agua Fria River based on the contours shown on Figure 4 in Appendix A, derived from ADWR Report No. 35. However, nearby groundwater pumping, groundwater recharge, and nearby mountain blocks, may locally alter the natural groundwater flow direction.

3.0 RECONNAISSANCE FOR KNOWN AND SUSPECT RECS

This section provides information about potential sources of known and suspect RECs in connection with the Property.

3.1 Potential Polychlorinated Biphenyl (PCB) Sources

Electrical transformers, capacitors, and possibly hydraulic equipment including elevators, are potential sources of PCBs.

None of these potential PCB sources were found during the reconnaissance.

3.2 Aboveground Storage Tanks (ASTs)

ASTs consist of portable fuel tanks on construction sites, portable fertilizer tanks in agricultural fields, process tanks in industrial applications, large bulk storage tanks at distribution facilities, storage tanks for the dispensing of fuel and lubricants and for the collection of liquid waste materials, and as integral fuel tanks to back-up power generators.

No ASTs or surface indications of former ASTs were noted during the reconnaissance.

3.3 Underground Storage Tanks (USTs)

Surface indications of existing or former USTs includes pump islands, fill ports, vent pipes, vapor monitoring wells, inventory monitoring equipment, asphalt patches over former tank pits or fuel lines, and remedial systems.

None of the listed surface indications of existing or former USTs was noted during the reconnaissance.

3.4 Hazardous Substances, Petroleum Products, and Containers

At the time of the reconnaissance, WT did not observe indications of the usage, storage, or disposal of hazardous substances or petroleum products in connection with current Property uses. WT did not observe the presence of containers, including drums, pails, bags, bins, silos, or pressurized cylinders, holding hazardous or unknown substances or petroleum products.

3.5 Solid Waste Indicators

Indications of solid waste storage or disposal include dumpsters, roll-off containers, waste piles, uncontrolled disposal of trash, demolition debris, construction debris, or vegetation, wildcat dumping, tires, litter, unusual mounding or depressions, fill or suspected fill from unknown sources, and debris commingled in disturbed surface areas.

WT observed multiple piles of solid waste at the southwest corner of the Property near the Sunflower RV Resort fence gate. These materials included inert concrete blocks, multiple types of decorative gravel, soil, cactus clippings, landscaping debris, metal piping, and brick pavers. WT believes the disposal is from Sunflower RV Resort occupants and activities. During the reconnaissance, WT observed a paving contractor dispose some asphalt debris in this location. The solid waste piles appeared to continue off-site into the parcel to the south. These piles did not appear to extend beneath the ground surface, and we did not observe stained soils, oily residues, or other indications of hazardous substances co-mingled with the solid waste piles. WT considers the solid waste piles to be a *de minimis* condition. WT recommends that Sunflower RV Resort remove the materials from the Property and discard/recycle the materials in the appropriate dumpster receptacles.

Incidental litter was scattered at various locations on the Property, including bottles, paper, cans, clothing, and mattresses. The litter appeared to be concentrated in areas close to the dirt road to the northeast or in the natural drainage areas along the western boundary.

3.6 Wastewater, Stormwater, and Other Liquid Discharges

Wastewater discharges include existing or former surface impoundments, oil/water separators, sumps, catch basins, injection wells, drywells receiving non-storm water related discharges, wastewater treatment systems, septic systems including tanks, leach fields, and seepage pits, exterior pipe discharges, pits, ponds, and lagoons.

The Property was on the Agua Fria River; therefore, natural drainage or off-site stormwater occurred on the Property and was most apparent in the washes along the western portion of the Property. WT did not observe indications of pools of liquid, staining, or stressed vegetation.

3.7 Air Emission Control Equipment

Air emission control equipment can include laboratory hoods, exterior vent stacks, incinerators, chimneys, bag houses, cyclones, and paint booths and result in the generation of used products or materials consisting of hazardous substances or petroleum products.

No indications of air emission control equipment were noted on the Property during the reconnaissance.

3.8 Existing or Former Wells

Wells can be identified through the presence of well casings extending above the ground surface, turbines or pumps, a water storage tank, pressure tank, or water distribution piping, or traffic-rated covers over monitoring wells. Water produced from wells can be utilized for irrigation, public distribution, personal consumption, or environmental or hydrological monitoring or remediation.

No indications of groundwater wells were observed on the Property during the reconnaissance.

4.0 INTERVIEWS

This section summarizes information from interviews conducted as part of this ESA. Questionnaires completed by interviewees and other correspondence are presented in Appendix C.

4.1 Interviews with the User of this Report

The City of Surprise has been identified as the "User" of this ESA. Renee Fugiel with the City of Surprise was provided with WT's User Questionnaire on January 17, 2017. The User Questionnaire requests information that is consistent with the additional inquiry requirements of the AAI Rule for prospective purchasers and with the User Responsibilities described by ASTM E1527-13. As of the date of this report, WT has not received a completed User Questionnaire. The absence of the User interview is considered a data gap; however, this data gap is not significant as long as the User documents the additional inquiries separately from this ESA.

4.2 Interviews with the Property Owner, Current Operators, or Occupants

Jack Evans, J and J Property Holdings LC, owner of the Property, completed WT's Owner/Key Site Manager Questionnaire on January 17, 2017. Mr. Evans has been familiar with the Property for 15 years. Mr. Evans was unaware of storage tanks, hazardous substances, petroleum products, solid waste, liquid waste discharges, stormwater provisions, groundwater wells, environmental investigations, helpful environmental documents, or prior site uses pertaining to the Property. He indicated that CalMat, the former occupant of

former occupant of the site adjacent to the east, was initially mining at that location without the correct permits; however, he did not believe the CalMat activities negatively affected the Property.

4.3 Interviews with Past Owners, Operators, or Occupants

WT did not interview past owners, operators, or occupants of the Property. This data gap does not significantly affect WT's ability to assess the Property for potential RECs because the Property has not been structurally developed, and the surrounding area has primarily been used for residential purposes.

4.4 Interviews with Others

WT routinely contacts state and local government agencies about information and records concerning the Property. These contacts/interviews may be made in person, by telephone or in writing. We made reasonable attempts to interview at least one representative of the following types of state or local government agencies: local fire department; local health agency; hazardous waste control agencies; building permit agencies; or groundwater use permitting agencies.

WT interviewed Sherry [last name withheld], a security personnel with Sunflower RV Resort, in person during the reconnaissance. Ms. Sherry did not know of any prior or current environmental issues on the Property. She indicated that some of the resort occupants walk their dogs in the Agua Fria River, and the gravel mining activities to the east do not bother the resort occupants.

WT contacted the City of Surprise Fire-Medical Department (CSFMD) by telephone for records maintained by the Records Custodian. The CSFMD stated that records are maintained for locations with addresses and not parcel/lot numbers. The Property has not been structurally developed or assigned an address; therefore, the CSFMD did not have records for the Property.

If WT identifies government officials with specific information about the Property, these interviews are also summarized in this section of the report. We did not identify government officials with direct knowledge of the Property.

5.0 HISTORICAL RECORDS INFORMATION

The objective of consulting historical sources was to develop a history of obvious uses of the Property back to 1940, or to the first developed use of the Property, whichever is earlier, unless a data failure occurred. The intervals between standard historical sources reviewed for this exceeded 5 years, and the earliest standard historical source reviewed for this ESA was dated 1949. Therefore, data failure occurred while attempting to document historical uses back to 1940 or the first

developed use. This data failure is not significant because the Property has not been structurally developed historically or currently.

5.1 Property Tax Files

According to records obtained from the Maricopa County Treasurer's Office, the current owner of APN 501-24-006 is J & J Property Holdings LC. The tax history shows that tax liens have been previously redeemed for the parcel in 2007, 2003, and 2002. The Property was deeded in 1997. A copy of the tax file records are provided in Appendix D.

5.2 Land Title Records

As indicated by a treasurer's deed after suit, Barbara Wusich Young, Trustee of the Elizabeth Wusich Survivor's Trust et al., conveyed the Property to J & J Property Holdings LC on November 18, 2002. The legal description of the Property "Exhibit A" was also attached to the land title document. Copies are presented in Appendix D.

5.3 Zoning/Land Use Records

According to the City of Surprise 2009 Zoning Map made available online at the Community Development webpage, the Property was designated zoned as residential ranch or estate (R1-43 or RR) on the Agua Fria River. The purpose of this zoning district is to preserve aspects of the city's heritage through preservation of existing working farms, ranches, or open areas. This district is supposed to promote an efficient pattern of development conducive to continued use of land for rural purposes.

5.4 Local Street Directories

Local street directories are annual publications that list the names of telephone service recipients by address. The information contained in local street directories may be useful in determining the type of facility or business that operated at a particular address in a given year. The Property has not been assigned an address; therefore, the Property was not researchable in local street directories.

5.5 Building Inspection Records

The Property has not been structurally developed in the past. Municipalities and counties typically require a physical street address to perform records searches; therefore, building and development records would not be expected to yield useful information for the identification of potential RECs on the Property, and were not requested as part of this assessment.

5.6 Fire Insurance Maps

Fire Insurance maps were produced by private fire insurance map companies and depicted physical features and developments on land. These maps typically cover older sections of metropolitan areas. Fire Insurance maps do not cover the area of the Property.

5.7 Topographic Maps and Atlases

Topographic maps were reviewed for indications of prior land uses or structures on or adjacent to the Property. The USGS Calderwood Butte, Arizona Quadrangle, 7.5-Minute Series, topographic maps, dated 1957, 1971 (photorevised), 1981 (photorevised), and 1992 maps depicted the Property and the surrounding area as a portion of the Agua Fria River, an intermittent river. There were no historic structures on the Property. A landing strip was depicted adjacent to the west in 1971, 1981, and 1992. Bell Road first appeared to be paved in the 1971 map.

5.8 Aerial Photography

WT reviewed a total of 31 aerial photographs dated between 1949 and 2016 from the Maricopa County Historical Aerial Photography website, the Google Earth computer application, and the Historic Aerials website. Copies of selected aerial photographs are presented in Appendix D.

The Property was vacant, desert land and appeared to be part of a riverbed/drainage in the earliest photographs dated 1949 and 1959. In the 1969 and 1970 photographs, small areas of intermittent excavations appear all over the Property. In 1976 and 1979, major excavation activities and equipment are visible on the Property. In 1986, there were no excavations or other occupants, and the Property was graded; a dark area of liquid appears to collect in the southwest and northwest areas of the Property. Vegetation regrowth steadily appears starting from 1997 and continues through the most recent 2015 photograph. The Property has appeared similar since that time.

The adjoining area was depicted as undeveloped desert and riverbed land. The larger surrounding area was primarily agricultural fields in the photographs 1949 through 1969. Residential development first appeared to the west and south in the 1969 photograph. Golf courses and residential development steadily increased through the mid-1990s. The surrounding area has appeared similar since the 1990s through the most current 2015 photograph.

5.9 Other Historical Sources

WT reviewed the 1939 Irrigation District Map of Central Arizona, which lists the year that certain agricultural properties were first irrigated. According to the map, irrigation did not occur on Section 1, Township 3 North, Range 1 West (including the Property). Irrigation

occurred in other areas in the vicinity between 1901 and 1938. It is likely that the surrounding area of Surprise was developed with agricultural land during this timeframe.

6.0 ENVIRONMENTAL RECORDS REVIEW

WT obtained a commercial database report from GeoSearch that included information extracted from regulatory databases and lists kept by the United States Environmental Protection Agency (USEPA) and the Arizona Department of Environmental Quality (ADEQ). A copy of the database report with descriptions and release dates of the searched databases, and maps showing locations relative to the Property, is presented in Appendix E. WT also contacted local agency representatives concerning additional records information pertaining to the Property.

6.1 Federal USEPA Records Results

The Federal records maintained by the USEPA included: the National Priorities List (NPL); the Superfund Enterprise Management System (SEMS); No Further Remedial Action Planned (NFRAP) sites; Resource Conservation Recovery Act (RCRA) database of hazardous waste generators; RCRA Treatment Storage Disposal Facilities; RCRA Corrective Action Sites (CORRACTS); federally registered engineering or administrative controls; federal brownfields sites; and the Emergency Response Notification System (ERNS) Database.

The database findings did not identify the Property in the searched Federal USEPA databases.

In the surrounding area, CalMat Company was identified in the RCRA database. This site is located adjacent to the east of the Property. CalMat has been federally classified as construction sand and gravel mining, asphalt paving mixture and block manufacturing, and ready-mix concrete manufacturing. No hazardous waste information, evaluations, violations, or enforcements were reported.

UFI Valley Sprayer & Duster was identified in the SEMS Archive. According to GeoSearch, this facility is not on the NPL and no further remedial action was required since 1988. The facility has been archived since 1996. WT requested to review the records maintained by the ADEQ. Our records review is discussed in Section 6.2.

6.2 Arizona ADEQ Records Results

The Arizona records maintained by the ADEQ included: the Water Quality Assurance Revolving Fund (WQARF) Registry List; the Arizona Superfund Program List (ASPL); the historic Arizona CERCLA Information Data System (ACIDS); the Registered UST Database; the Leaking USTs (LUST) List; the Brownfields/Voluntary Remediation Program (VRP) List, the Database of Voluntary Environmental Mitigation Use Restrictions (VEMURs) and

Declarations of Environmental Use Restriction (DEURs); lists of Solid Waste Facilities (SWF); and the State Hazardous Waste Sites (SHWS).

The database findings did not identify the Property in the searched ADEQ databases.

In the surrounding area, CalMat Company was identified in the UST and LUST databases. WT reviewed the UST and LUST files maintained by ADEQ. CalMat operated five USTs in 1986; two of the USTs were used to store diesel fuel and heating oil; the other three USTs were used to store asphalt. In 1989, CalMat requested to close the diesel fuel UST and convert the use to heating oil storage. As part of the closure process, soil samples were collected during the preliminary assessment, initial site characterization, and extended site characterization. Analytical results of soil samples collected during all three phases of the investigation indicated concentrations of Total Petroleum Hydrocarbons (TPH) exceeded ADEQ's suggested soil cleanup levels (SSCLs) to a depth of 45 feet below ground surface (bgs). The vertical extent of detected TPH was at a depth of 45 feet bgs. The highest concentration of TPH at 2,214 milligrams per kilogram (mg/kg) was at a depth of 25 feet bgs. A Case Closure was issued in 1996, based on soil sample analytical data compared with ADEQ's soil remediation guidance levels; it was determined that no remediation was necessary, and the UST was closed from further corrective action. Based on the GeoSearch findings and our ADEQ records reviews, WT does not consider the CalMat USTs or LUST to be a REC for the Property.

UFI Valley Sprayer & Duster (UFI) was identified in the SHWS and SWF databases, and located over ¼-mile northwest of the Property at the southeast corner of El Mirage Road and Bell Road. WT reviewed the SHWS and SWF records maintained by the ADEQ. The site operated as a storage and mixing area for pesticides and other agricultural chemicals from the early 1960s through 1980s. Pesticides residues, particularly Toxaphene, were detected in the soil in 1983. The contamination occurred primarily within the upper six inches of soil, and groundwater was not affected. The contaminated soils were remediated under the jurisdiction of the USEPA, the Arizona Department of Health Services (ADHS), and the Maricopa County Highway Department (formerly MCHS). The soil was excavated and removed to the approved landfill, Allied Western, Inc. After the status of no further remedial action (NFRAP) was granted, the facility and surrounding land was redeveloped with offices, retail buildings, pavement, and residential buildings. The area has remained similar since the mid-1980s. Based on our records reviews, the distance relative to the Property, and the land redevelopment, WT does not consider the former UFI site to be a REC for the Property.

6.3 Additional Records Reviews

The following local and/or additional state and federal records sources were reviewed to supplement the standard records sources discussed in Sections 6.1 and 6.2 of this report.

WT searched the ADWR groundwater well registration records made available online. We identified no records of groundwater wells associated with the Property or within 1/8-mile. A copy of the map is provided in Appendix F.

7.0 SUMMARY OF ASSESSMENT

7.1 Findings

This section presents our opinion regarding the probable impact to the Property from known or suspect RECs which may include current RECs, historical RECs, controlled RECs, or *de minimis* conditions that were identifiable from the records reviews, interviews, and site reconnaissance.

- **Current Use of the Property** – The Property is approximately 36 acres in size and is a portion of the Agua Fria River. The riverbed was dry and appeared as undeveloped desert land. There were no apparent occupants or uses. WT did not identify indications of RECs in connection with the current use and occupancy of the Property.
- **Uses of Adjoining Sites** – The Agua Fria River was to the north and south; Vulcan Materials Company was to the east; and Sunflower RV Resort was to the west of the Property. WT believes Sunflower RV Resort is discarding multiple piles of solid waste at the southwest corner of the Property near the Sunflower RV Resort fence gate. These materials included inert concrete blocks, multiple types of decorative gravel, soil, cactus clippings, landscaping debris, metal piping, and brick pavers. These piles did not appear to extend beneath the ground surface, and we did not observe stained soils, oily residues, or other indications of hazardous substances co-mingled with the solid waste piles. WT considers the solid waste piles to be a *de minimis* condition. However, WT recommends that Sunflower RV Resort remove the materials from the Property and discard/recycle the materials in the appropriate dumpster receptacles. WT did not identify other indications of RECs in connection with the current use of the adjoining sites.
- **Historical Use of the Property** – Based on our review of historical aerial photographs and topographic maps, the Property was vacant, desert land and appeared to be part of a riverbed/drainage in the earliest photographs dated 1949 and 1959. In the 1969 and 1970 photographs, small areas of intermittent excavations appear all over the Property. In 1976 and 1979, major excavation activities and equipment are visible on the Property. In 1986, there were no excavations or other occupants, and the Property was graded; a dark area of liquid appears to collect in the southwest and northwest areas of the Property. Vegetation regrowth steadily appears starting from 1997 and continues through the most recent 2015 photograph. The Property has appeared similar since that time. WT did not identify indications of RECs in connection with the historical uses of the Property.
- **Regulatory Agency Records Reviews** – WT obtained a commercial database report that included information extracted from regulatory databases maintained by the USEPA and ADEQ. The database findings did not identify the Property in the searched federal

and state databases. In the surrounding area, CalMat Company was identified in the RCRA, UST, and LUST databases; and UFI Valley Sprayer & Duster (UFI) was identified in the SEMS Archive, SHWS, and SWF databases. Based on the GeoSearch findings and our ADEQ records reviews, WT does not consider the CalMat Company or UFI to be a REC for the Property.

7.2 Conclusions and Recommendations

WT performed this ESA in general agreement with the scope and limitations of ASTM E 1527-13 of vacant land located south of Bell Road and east of El Mirage Road, in Surprise, Arizona.

This assessment has revealed no evidence of RECs currently in connection with the Property, and WT makes no recommendations for further assessment at this time.

If additional information becomes available or known that may suggest the presence of recognized environmental conditions currently in connection with the Property, contact this firm for potential recommendations.

8.0 LIMITATIONS

WT has performed its services in accordance with its contract with the Client, utilizing the degree of skill and care practiced by firms providing similar services in the locality of the Property. No other warranty or representation, either express or implied, is made. Not every property warrants the same level of assessment. The level of inquiry for this assessment was guided by factors including the type of property subject to assessment, the expertise and risk tolerance of the user, reasonable limits on time and cost as specified in our contract, and the ability to obtain information that was reasonably ascertainable and practically reviewable. There is a point at which the cost of information obtained or the time required to gather it outweighs the likely usefulness of the information and such cost and delay may, in fact, be a material detriment to the orderly completion of transactions.

Our review of third party information was limited as set forth in the discussion presented herein and was based on our actual knowledge of the information as presented. All results and opinions contained in third party information, including public records, are the sole responsibility of the entity producing the information. An evaluation of the completeness, accuracy, or appropriateness of the test methods or procedures employed by others was outside the scope of this ESA.

This assessment was limited to the identification of conditions likely to indicate RECs in connection with the Property, according to the definitions, scope and limitations contained in ASTM E 1527-13. No environmental site assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. The performance of an assessment according to ASTM E 1527-13 is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a property, recognizing reasonable limits of time and cost. Therefore, if none are identified as a result of this assessment, such a conclusion should not be construed as a guaranteed absence of RECs.

The “User” or “Users” identified by ASTM E 1527-13, including the addressee, any third parties acknowledged in writing by WT, and recipients of reliance letters, are obligated to conduct the “Additional Inquiries” identified in 40 CFR §312.22 and ASTM E 1527-13 independently of the Environmental Professional. These Additional Inquiries include searches for environmental clean-up liens, an assessment of the User’s specialized knowledge or experience, an assessment of the relationship of the purchase price to fair market value, and an assessment of commonly known or reasonably ascertainable information about the property.

Nothing in this ESA, nor in our contract, subsequent correspondence, or reliance letters, shall relieve a User of this report from post-acquisition “Continuing Obligations” as required by CERCLA.

9.0 REFERENCES

9.1 Contacts

City of Surprise, Renee Fugiel, (623) 222-3026, renee.fugiel@surpriseaz.gov.

Jack Evans, (480) 905-1413, j02evans@cox.net.

9.2 Reports and Publications

Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, ASTM Designation: E 1527 - 13. ASTM International; West Conshohocken, Pennsylvania; November 2013.

The United States Code of Federal Regulations, Title 40, Part 312, Standards and Practices for All Appropriate Inquiries, November 1, 2005.

United States Geological Survey, Calderwood Butte, Arizona Quadrangle, 7.5-Minute Series, Topographic Maps, 1957, 1971 (photorevised), 1981 (photorevised), 1992, and 2014.

City of Surprise, Planning & Zoning Maps, <https://www.surpriseaz.gov/317/Development-Zoning-Maps/>.

City of Surprise, Municipal Code, <https://www.surpriseaz.gov/769/Municipal-Code>.

Maricopa County GIS, Office of Enterprise Technology, Historical Aerial Photography, 1949, 1959, 1969, 1976, 1979, 1986, 1993, 1997, 2000, 2004, 2007, 2010, 2013, 2016, <http://gis.maricopa.gov/MapApp/GIO/AerialHistorical/index.html>.

Nationwide Environmental Title Research LLC, Historic Aerials, 1958, 1970, 1971, 1993, 1997, 2002, 2004, 2007, 2010, www.historicaerials.com.

Google Earth Pro, Historical Imagery, 1997, 2002, 2003, 2004, 2005, 2009, 2012, 2015.

GeoSearch, Radius Report, Job No. 173365, January 17, 2017.

Arizona Department of Water Resources, Groundwater Site Inventory Interactive Map,
<https://gisweb.azwater.gov/waterresourcedata/gwsi.aspx>.

Arizona Department of Water Resources, Well Registry Interactive Map,
<https://gisweb.azwater.gov/waterresourcedata/WellRegistry.aspx>.

APPENDIX A FIGURES

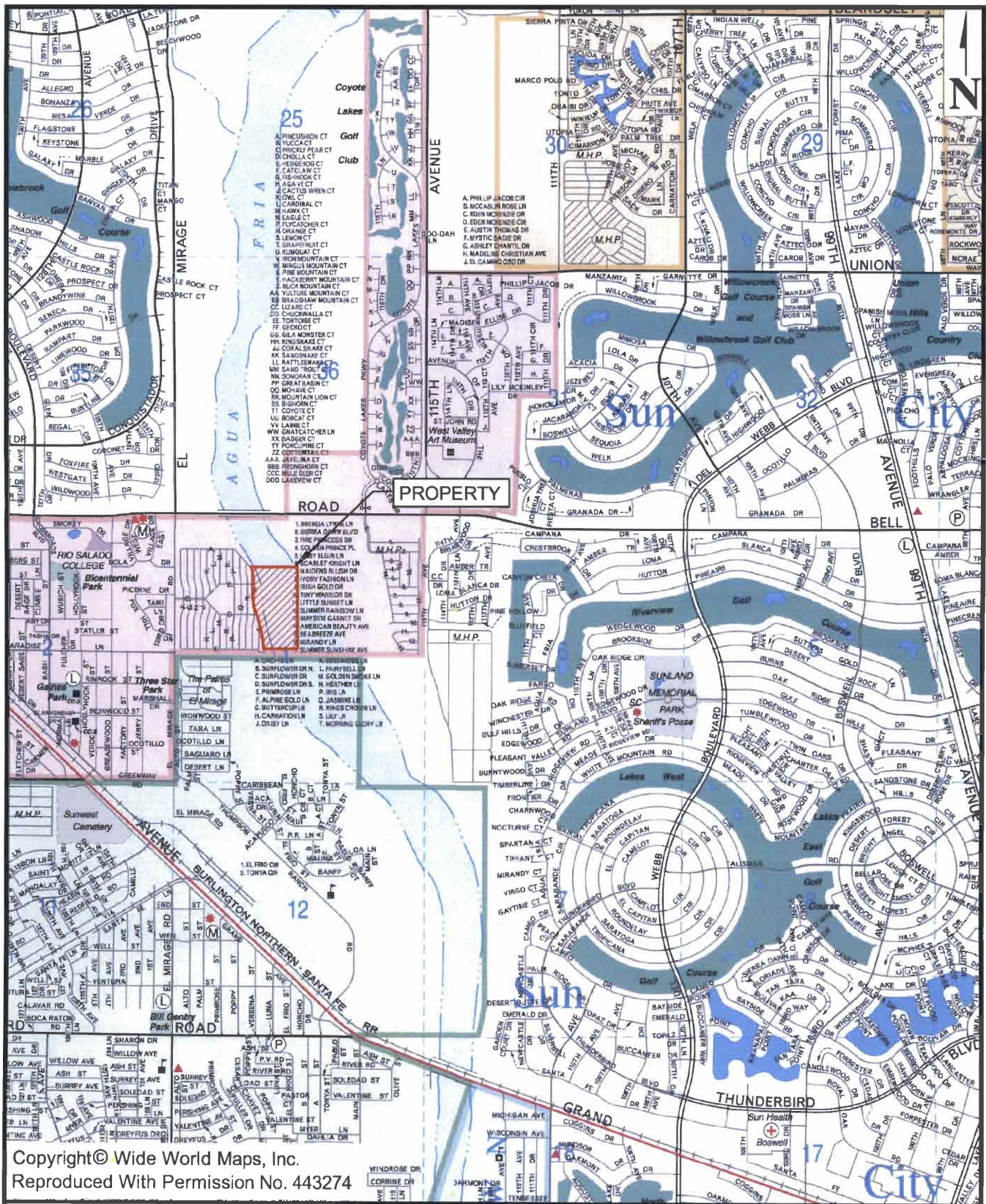


FIGURE 1. PROPERTY LOCATION MAP
Phase I Environmental Site Assessment
Vacant Land
South of Bell Road and East of El Mirage Road
Surprise, Arizona 85374

Geotechnical
Environmental
Inspections
Materials

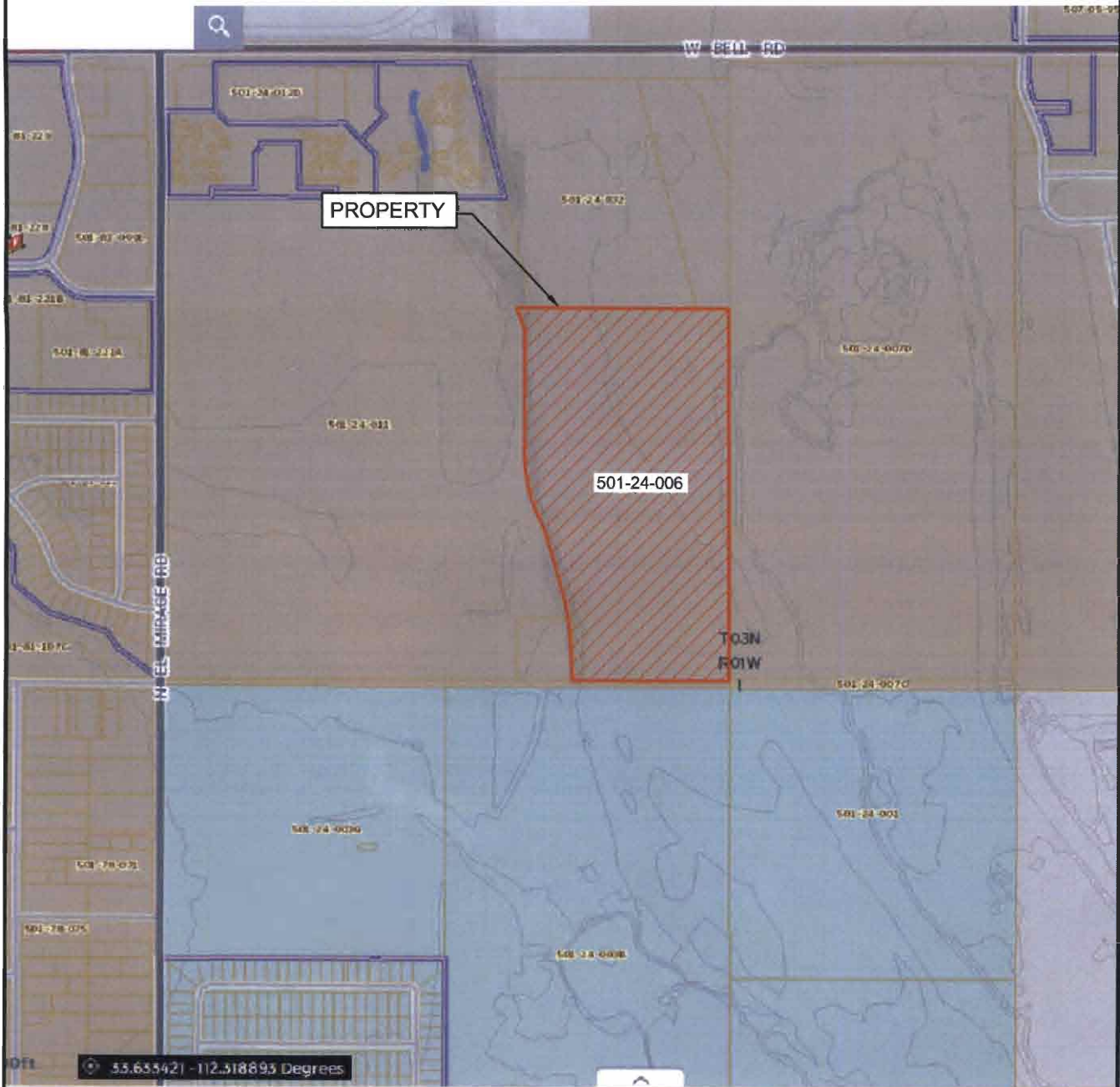


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Since 1955

TOWNSHIP 3N RANGE 1W SECTION 1
BOOK 501 MAP 24
PARCEL 006



NOT TO SCALE



Geotechnical
Environmental
Inspections
Materials



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FIGURE 2. MARICOPA COUNTY ASSESSOR'S MAP
Phase I Environmental Site Assessment
Vacant Land
South of Bell Road and East of El Mirage Road
Surprise, Arizona 85374

WT Job No. 2187JH008



NOT TO SCALE



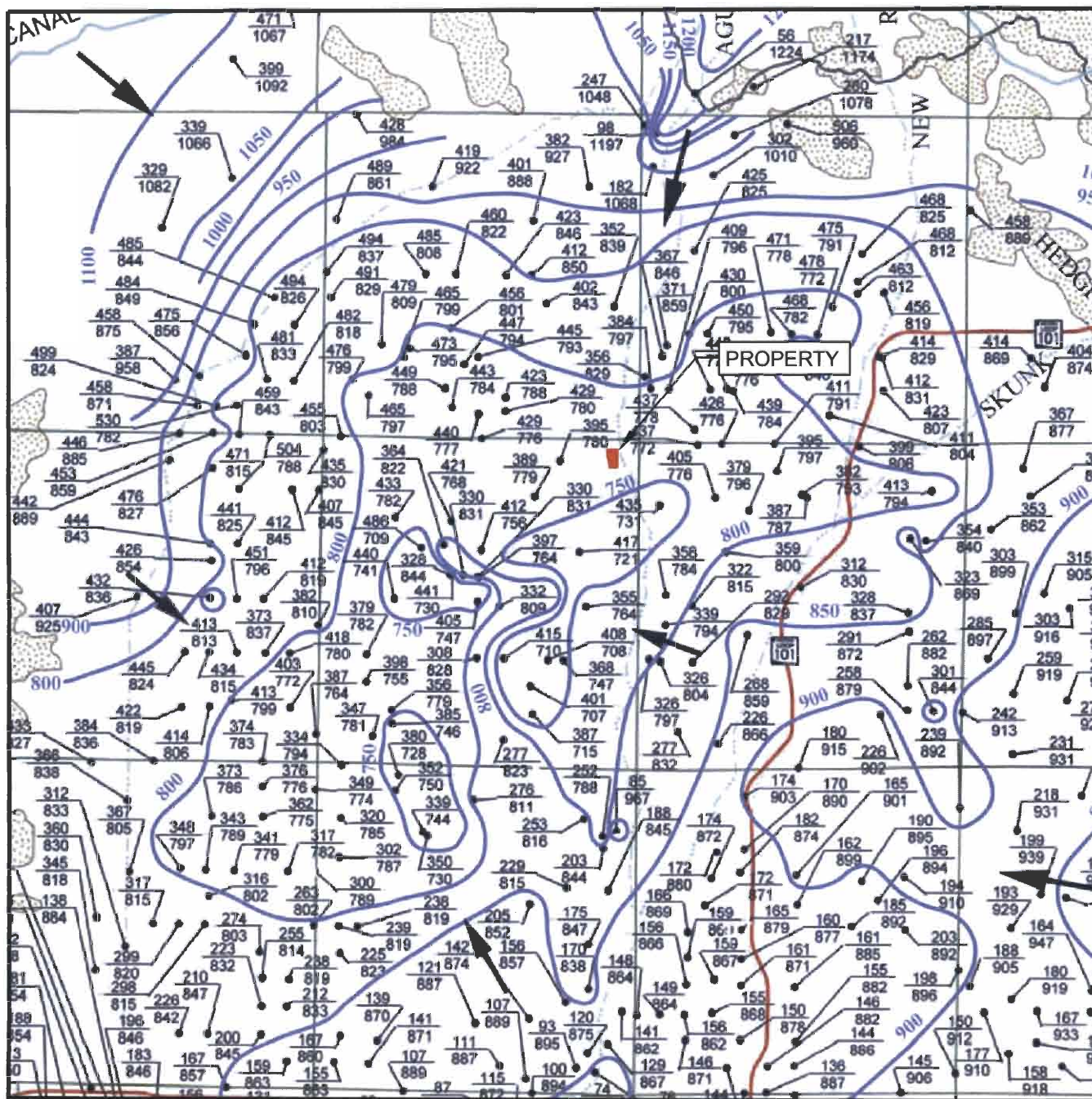
Geotechnical
Environmental
Inspections
Materials



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FIGURE 3. 2015 AERIAL AND PROPERTY PLAN
Phase I Environmental Site Assessment
Vacant Land
South of Bell Road and East of El Mirage Road
Surprise, Arizona 85374

WT Job No. 2187JH008



LEGEND (Arizona Department of Water Resources Map Series Report No. 35, Sheet 1.)

176/948 • WELL IN WHICH DEPTH TO WATER WAS MEASURED IN 2002-2003 - Upper number, 176, is depth to water in ft below land surface. Lower number, 948, altitude of water level in ft.

950 WATER-LEVEL CONTOUR--Shows the approximate altitude of the water level. The number represents distance in feet above mean sea level.

NOT TO SCALE

Geotechnical
Environmental
Inspections
Materials



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FIGURE 4. GROUNDWATER CONTOUR MAP
Phase I Environmental Site Assessment
Vacant Land
South of Bell Road and East of El Mirage Road
Surprise, Arizona 85374

WT Job No. 2187JH008

APPENDIX B
PHOTOGRAPHIC LOG

City of Surprise
Phase I Environmental Site Assessment
South of Bell Road and East of El Mirage Road
Surprise, Arizona 85374
Photographic Log
WESTERN TECHNOLOGIES INC.

WT Job No.: 2187JH008

Date: January 19, 2017



Picture 1 - From the southwest corner of the Property, Sunflower RV Resort was adjacent to the west.



Picture 2 - From the northeast corner of the Property, the open gravel pit was adjacent to the east.



Picture 3 - Vulcan Materials Company uses the open gravel pit from Picture 2.



Picture 4 - From the northeast corner of the Property, more vacant land on the Agua Fria River was adjacent to the north.



Picture 5 - From the southwest corner of the Property, more vacant land on the Agua Fria River was adjacent to the south.



Picture 6 - From the southeast corner of the Property, more vacant land on the Agua Fria River was adjacent to the south.

City of Surprise
Phase I Environmental Site Assessment
South of Bell Road and East of El Mirage Road
Surprise, Arizona 85374
Photographic Log
WESTERN TECHNOLOGIES INC.

WT Job No.: 2187JH008

Date: January 19, 2017



Picture 7 – Facing west, a view of the Property from the southwest corner.



Picture 8 – Facing north, a view of the Property from the southeast corner.



Picture 9 – Facing north, a view of the Property from the center portion.



Picture 10 – The dirt road along the eastern boundary fence of the Property.



Picture 11 – The berm area covered with desert vegetation in the northeast area of the Property.



Picture 12 – Facing south, a view of the Property from the northeast corner.

City of Surprise
Phase I Environmental Site Assessment
South of Bell Road and East of El Mirage Road
Surprise, Arizona 85374
Photographic Log
WESTERN TECHNOLOGIES INC.

WT Job No.: 2187JH008

Date: January 19, 2017



Picture 13 – Facing west, the property from the northeast corner.



Picture 14 – The steep bank (typical view) along western boundary.



Picture 15 – Natural drainage area in the washes along the western portion of Property.



Picture 16 – Solid waste caught in the vegetation from stormwater flows in the washes and natural drainage areas.



Picture 17 – A lower view of solid waste piles in southwest corner of the Property.



Picture 18 – A higher view of the solid waste piles from Picture 17.

APPENDIX C
QUESTIONNAIRES AND CORRESPONDENCE

WESTERN TECHNOLOGIES INC.
PHASE I ENVIRONMENTAL SITE ASSESSMENT
OWNER, OCCUPANT, MANAGER QUESTIONNAIRE
WT Job No. 2187JH008

Instructions – Thank you for completing this environmental questionnaire. The questions asked were derived directly from the federal All Appropriate Inquiry Rule (AAI) and from the ASTM Standard E1527. Simply answer the questions based on the information you actually know about the Property. You are not expected to find the answers. If you answer "yes" to any of the questions, you can provide additional information at the end of this form, or a WT representative will contact you to go over the information. Feel free to attach any information you think might be helpful with you answers. Your information is important to us in researching the Property, so please complete the form and return as soon as possible.

PROPERTY INFORMATION

Address: South of Bell Road; East of El Mirage Road City: Surprise State: Arizona

Current Occupants: Vacant Land

Current Activities: None

UTILITY INFORMATION

1. Please list the service providers for the following utilities:

Electric: _____ Gas: _____
Water: _____ Sewer: _____
Solid Waste: UNKNOWN TO ALL

2. What is the fuel source for heating buildings on the Property? UNKNOWN
3. What is the fuel source for cooling buildings on the Property? LI

STORAGE TANKS

4. ☐ Y ☐ N ☒ Unk Are there any aboveground storage tanks (ASTs) currently located on the Property?
5. ☐ Y ☐ N ☒ Unk Are you aware of any past ASTs located on the Property?
6. ☐ Y ☐ N ☒ Unk Are there any underground storage tanks (USTs) currently located on the Property?
7. ☐ Y ☐ N ☒ Unk Are you aware of any past USTs located on the Property?

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PHASE I ENVIRONMENTAL SITE ASSESSMENT
OWNER, OCCUPANT, MANAGER QUESTIONNAIRE
WT Job No. 2187JH008

HAZARDOUS SUBSTANCES, PETROLEUM PRODUCTS, AND CONTAINERS

8. ☐ Y ☐ N ☒ Unk Are there any containers of hazardous chemicals or petroleum currently stored or used on the Property?
9. ☐ Y ☐ N ☒ Unk Are you aware of past uses of hazardous chemicals on the Property?
10. ☐ Y ☐ N ☒ Unk Do you know of any stained soils on the Property?
11. ☐ Y ☐ N ☒ Unk Do you know of any current or previous in-ground hydraulic lifts on the Property?
12. ☐ Y ☐ N ☒ Unk Have pesticides ever been mixed, stored, or applied on the Property?

SOLID WASTE

13. ☐ Y ☐ N ☒ Unk Do you know if solid waste like garbage, refuse, demolition debris, construction debris, landscaping debris, liquids, containers have been discarded on or buried beneath Property?
14. ☐ Y ☐ N ☒ Unk Do you know if the Property has ever operated as a landfill?
15. ☐ Y ☐ N ☒ Unk Has soil from an unknown source been placed, spread, or piled on the surface or used as fill on the Property?
16. ☐ Y ☐ N ☒ Unk Do you know if used tires were ever discarded on or buried beneath the Property?
17. ☐ Y ☐ N ☒ Unk Are you aware of any former stock ponds, wastewater ponds, silage pits, or other excavations that have been filled on the Property?

WASTEWATER AND LIQUID DISCHARGES

18. ☐ Y ☐ N ☒ Unk Are you aware of current or former pits, ponds or lagoons for liquid wastes on the Property?
19. ☐ Y ☐ N ☒ Unk Are you aware of any current or past wastewater interceptors, clarifiers, or sumps on the Property?
20. ☐ Y ☐ N ☒ Unk Are there any current or former septic systems, cess pools, seepage pits, or leach fields located on the Property?

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OWNER, OCCUPANT, MANAGER QUESTIONNAIRE
WT Job No. 2187JH008

STORMWATER AND DRAINAGE PROVISIONS

21. ☐ Y ☐ N ☒ Unk Are there any dry wells on the Property?
22. ☐ Y ☐ N ☒ Unk If yes, do you know if they are registered with the state agency?
23. ☐ Y ☐ N ☒ Unk Are there any retention or detention basins on the Property?
24. ☐ Y ☐ N ☒ Unk Do you know if storm water from an off-site source flows onto the Property?

WELLS

25. ☐ Y ☐ N ☒ Unk Do you know of any current or former groundwater wells on the Property?
- If yes, check type of well(s):
- ☐ Irrigation ☐ Domestic ☐ Livestock ☐ Environmental Monitoring

CURRENT/PREVIOUS ENVIRONMENTAL INVESTIGATION OR REGULATORY ACTION

26. ☐ Y ☐ N ☒ Unk Are you aware of any previous environmental inspections, environmental investigations, environmental site assessments, environmental violations, pending law suits or administrative actions, or environmental liens relating to the Property, or to current or past owners, occupants, or facilities which were on the Property?

AVAILABILITY OF HELPFUL ENVIRONMENTAL DOCUMENTS

27. ☐ Y ☐ N ☒ Unk Do you know of any of the following types of helpful documents about the Property and can you provide copies to WT before the site inspection? Check all that apply:

- | | |
|---|---|
| ☐ Prior environmental assessment reports | ☐ NPDES Permits |
| ☐ Environmental audit reports | ☐ Wastewater Permits |
| ☐ Hazardous Waste Generator Notices | ☐ Air Emissions Permits |
| ☐ Community Right-To-Know Plan | ☐ UST Registrations |
| ☐ Environmental Management Plan | ☐ AST Registrations |
| ☐ Hydrogeologic Reports | ☐ Material Safety Data Sheets |
| ☐ Geotechnical Reports | ☐ Safety Plans |
| ☐ SARA Title III/Form R Reports | ☐ Spill Prevention Control/ |
| ☐ Title Records | ☐ Countermeasures Plan |
| ☐ Hazardous Waste Manifests | ☐ Waste Oil Disposal Records |
| ☐ Water Well Records | ☐ Drywell Registration Records |

WESTERN TECHNOLOGIES INC.
PHASE I ENVIRONMENTAL SITE ASSESSMENT
OWNER, OCCUPANT, MANAGER QUESTIONNAIRE
WT Job No. 2187JH008

PRIOR SITE USES

28. ☒ Y ☐ N ☐ Unk Do you know if the Property was used for any of the following businesses?
Check all that apply. List other past uses/owners in the notes section below.

- | | |
|--|--|
| ☐ Gasoline or Diesel Fueling Station | ☐ Automotive Sales or Service |
| ☐ Heavy Equipment Repair or Maintenance | ☐ Drycleaning |
| ☐ Commercial Laundry | ☐ Medical Services |
| ☐ Commercial Printing | ☐ Industrial/Manufacturing |
| ☐ Warehousing/Distribution | ☐ Junkyard or Salvage Business |
| ☐ Farm Operation: Agriculture or Dairy | ☐ Laboratory or Chemical Handling |
| ☐ Aviation, Runways, Air Transportation | ☐ Rail Transportation |

PERSON COMPLETING THE FORM

Name: JACK EVANS Years Familiar w/Property: 15 YRS.

Business Affiliation: OWNER

Address: PO Box 7274 City: PHOENIX State: AZ

Tel: 480 905-1413 Fax: _____ E-Mail: _____

Relationship to the Property (please check all that apply):

- | <u>Owner</u> | <u>Occupant</u> | <u>Key Site Manager</u> |
|--|--|---|
| ☐ Individual Owner | ☐ Owner Occupant | ☐ Property Manager |
| ☒ Corporation or LLC | ☐ Business Occupant | ☐ Facilities Manager |
| ☐ Partnership | ☐ Business Employee | ☐ Maintenance Supervisor |
| ☐ Trust/Trustee | | ☐ Plant Supervisor |
| ☐ Owner's Broker | | ☐ Leasing Agent |

Signature: [Signature] Date Completed: 1/17/17

NOTES

APPENDIX D
HISTORICAL RECORDS

501-24-006 Land Parcel

This is a land parcel and the current owner is J AND J PROPERTY HOLDINGS LC. Its current year full cash value is \$233,400.

Property Information

MCR #

Description:

PT NW4 DAF BEG NW COR SEC TH S 660F E 30F TH CONT E 1554.54F TH S 14D 31M E 518.48F TO TPOB W 78.87F S 14D 38M E 79.18F S 01D 35M E 244.32F S 02D 06M E 116.49F S 01D 17M W 258.12F S 11D 05M E 221.47F S 20D 58M E 265.24F S 18D 46M E 245.05F S 144.12F S 01D E 183.83F TO PT ON E-W MID SEC LN TH E TO N-S MID SEC LN TH N TO PT WH IS 1161.59F S OF N LN SEC TH W 926.30F TO TPOB EX S 30F

Lat/Long

Lot Size

1,564,678 sq ft.

Zoning

PAD

Lot #

High School
District

DYSART UNIFIED #89

Elementary School
District

DYSART UNIFIED SCHOOL DISTRICT

Local Jurisdiction

SURPRISE

S/T/R

1 3N 1W

Market

Area/Neighborhood

23/003

Subdivision (0
Parcels)**Owner Information****J AND J PROPERTY HOLDINGS LC**

Mailing Address PO BOX 14387 , SCOTTSDALE, AZ 85267

Deed Number 021258646

Last Deed Date 11/26/2002

Sale Date n/a

Sale Price n/a

Valuation Information

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our [data sales](#).

Tax Year	2017	2016	2015	2014	2013
Full Cash Value	\$233,400	\$233,400	\$305,800	\$471,200	\$305,500
Limited Property Value	\$233,400	\$233,400	\$305,800	\$308,788	\$254,650
Legal Class	2	2	2	2	2
Description	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P
Assessment Ratio	15%	15%	16%	16%	16%
Assessed FCV	n/a	n/a	n/a	\$75,392	\$48,880
Assessed LPV	\$35,010	\$35,010	\$48,928	\$49,406	\$40,744
Property Use Code	0012	0012	0004	0004	0004
PU Description	Vacant Residential Land	Vacant Residential Land	Vacant Land	Vacant Land	Vacant Land
Tax Area Code	891508	891508	891508	891508	891508
Valuation Source	Notice	Notice	Notice	Notice	Notice

Similar Parcels

Parcels that are similar to this one (known as the reference parcel) are displayed below.

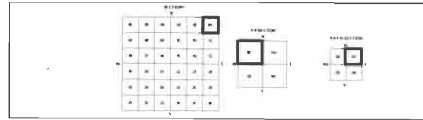
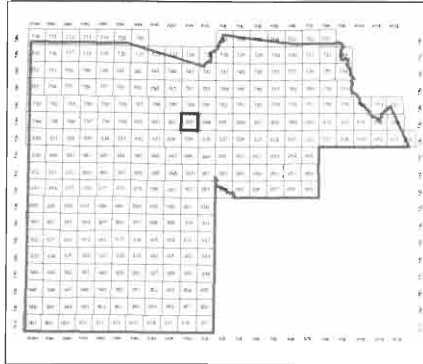
APN Address Sale Info FCV Size Livable Sq Ft Year Built Pool Foreclosed

No similar parcels found.

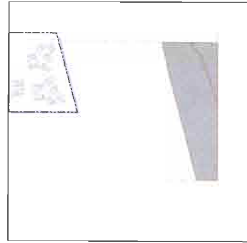
MARICOPA COUNTY
STATE OF ARIZONA

PT. SECTION 1 T03N R01W

803 - 01 - 02 - 01



Parcels updated within this map



MARICOPA COUNTY
ASSESSOR'S OFFICE

301 W Jefferson Street
Phoenix, AZ 85003

Date: 04/10/2013

<http://mcase.sor.maricopa.gov/assessor/>



LEGEND: Parcels Subdivisions Sections Section Corners Centerlines

CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION WITHIN THIS DATASET OR MAP BEFORE RELYING ON IT.

The Assessor's Office has compiled information within this dataset or map that it uses to identify, classify, and value real and personal property. Please contact the Assessor's Office at 602-506-3406 if you believe any information is incomplete, out-of-date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

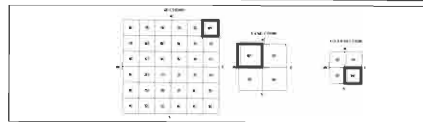
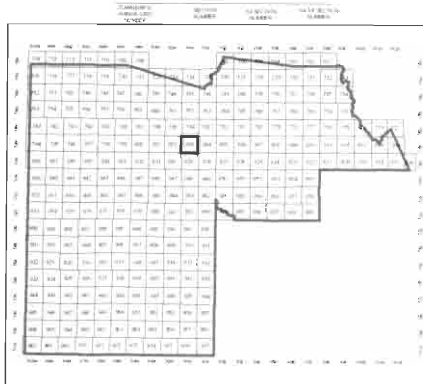
The Assessor does not guarantee that any information contained within this dataset or map is accurate, complete or current. In many instances, the Assessor has gathered information from independent sources and made it available within this dataset or map, and the original information may have contained errors and omissions. Errors and omissions may have occurred in the process of gathering, interpreting, and reporting the information. Information within this dataset or map is not updated "real time." In addition, Users are cautioned that the process used within this dataset or map to illustrate the boundaries of adjacent parcels is not always consistent with the recorded documents for such parcels. The parcel boundaries depicted within this dataset or maps are for illustrative purposes only, and the exact relationship of adjacent parcels should be independently researched and verified. The information provided within this dataset or map is not the equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or using it in the preparation of legal documents.



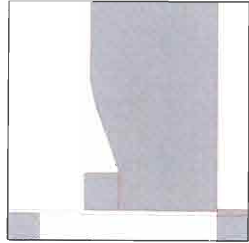
MARICOPA COUNTY STATE OF ARIZONA

PT. SECTION 1 T03N R01W

803 - 01 - 02 - 04



Parcels updated within this map



MARICOPA COUNTY
ASSESSOR'S OFFICE

301 W. Jefferson Street
Phoenix, AZ 85003

Date: 02/13/2013

<http://maricopa.az.gov/assessor/>



LEGEND
 Parcels Sections Centerlines
 Subdivisions Section Corners

Disclaimer - Indemnification

CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION WITHIN THIS DATASET OR MAP BEFORE RELYING ON IT.

The Assessor's Office has compiled information within this dataset or map that it uses to identify, classify, and value real and personal property. Please contact the Assessor's Office at 602-506-3406 if you believe any information is incomplete, out-of-date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

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501-24-003G

501-24-003B

501-24-001

244.32'

114.49'

258.12'

221.47'

265.24'

245.05'

15.42'

230.17'

136.72'

501-24-010

256.03'

PARADISE LANE

1320' +/-

2783.26'

45'

501-24-007C

Unofficial Document

When Recorded Return to:
GREGORY W. HOGAN, P.C.
P.O. BOX 14387
SCOTTSDALE, ARIZONA 85267

PARCEL NO: 501-24-006
C.P. NO. 97016812

TREASURER'S DEED after suit

2002-1238040 11/20/02 12.02
1 OF 1

DELROSSA

Know All Men By these Presents, that I, DOUG TODD, Treasurer of Maricopa County, state of Arizona, pursuant to law and to the judgment of the Superior court in Maricopa County, the State of Arizona, entered on the October 30, 2002 in an action numbered CV 2002-012954 entitled: J AND J PROPERTY HOLDINGS, L.C.,

plaintiff Vs BARBARA WUSICH YOUNG as Trustee of the ELIZABETH WUSICH SURVIVOR'S
TRUST; et al.,

defendant, in consideration of the amount paid to the treasurer at the sale in the above entitled action foreclosed, and in further consideration of the amount of ten dollars, have conveyed and by these presents do convey, unto the said J AND J PROPERTY HOLDINGS, L.C.,

the following described real property situated in the county of Maricopa, State of Arizona to wit:

501-24-006 Sect: 1 TwN: 3N Rng: 1W
PT NW4 DAF BEG NW COR SEC TH S 660F E 30F TH CONT E 1554.54F TH S 14D 31M
E 518.48F TO TPOB W 78.87F S 14D 38M E 79.18F S 01D 35M E 244.32F S 02D 06M
E 116.49F S 01D 17M W 258.12F S 11D 05M E 221.47F S 20D 58M E 265.24F S 18D
46M E 245.05F S 144.12F S 01D E 183.83F TO PT ON E-W MID SEC LN TH E TO N-S
MID SEC LN TH N TO PT WH IS 1161.59F S OF N LN SEC TH W 926.30F TO TPOB EX
S 30F

ALSO DESCRIBED AS: See "Exhibit A" Attached Hereto

EXEMPT A-5

In Witness Whereof, I, DOUG TODD, Treasurer of the county of Maricopa, State of Arizona, by virtue of law, have hereunto set my hand and seal this 18th day of November 2002



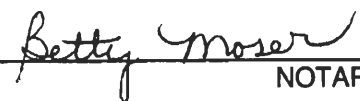
TREASURER

STATE OF ARIZONA

ss

COUNTY OF MARICOPA

This instrument was acknowledged before me this 18th day of November 2002 by DOUG TODD as Treasurer of the county of Maricopa, State of Arizona who then and there stated to me that he executed the same for the purpose and consideration therein expressed.



NOTARY PUBLIC



MARICOPA COUNTY TREASURER'S OFFICE
EXHIBIT "A"

PARCEL: 501-24-006

LOTS 3 AND 4 AND THE SOUTH HALF OF THE NORTHWEST QUARTER, SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, EXCEPTING AND RESERVING UNTO THE UNITED STATES RIGHTS-OF-WAY FOR DITCHES AND CANALS CONSTRUCTED BY THEIR AUTHORITY.

EXCEPT A TRACT OF LAND LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, ALSO KNOWN AS A PART OF LOT 3 OF SECTION 1, TOWNSHIP 3 NORTH RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON BAR ON THE NORTH LINE OF SAID SECTION 1 LOCATED SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST 1412.61 FEET FROM A STONE AT THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE CONTINUING ON THE NORTH LINE OF SAID SECTION 1, SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST 750.00 FEET TO A 5/8 INCH IRON BAR; THENCE SOUTH 14 DEGREES 33 MINUTES 34 SECONDS EAST 1200.58 FEET TO A 5/8 INCH IRON BAR;

THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 750.00 FEET TO A 5/8 INCH IRON BAR;

THENCE NORTH 14 DEGREES 33 MINUTES 34 SECONDS WEST 1200.58 FEET TO THE PLACE OF BEGINNING

Unofficial Document

EXCEPT BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST AND ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 1,412.61 FEET TO THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF THAT CERTAIN PARCEL REFERRED TO AS MARICOPA COUNTY HIGHWAY DEPARTMENT PIT RECORDED IN DOCKET 5172, PAGE 97, MARICOPA COUNTY RECORDS;

THENCE SOUTH 14 DEGREES 33 MINUTES 34 SECONDS EAST AND ALONG THE WEST LINE OF THE AFOREMENTIONED DOCKET, A DISTANCE OF 682.15 FEET TO A POINT 660.00 FEET SOUTH AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 1;

THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST ALONG A LINE PARALLEL TO AND 660.00 FEET SOUTH AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 1,585.03 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 1;

THENCE NORTH 0 DEGREES 04 MINUTES 56 SECONDS EAST 660.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1 AND THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

CONTINUED.....

BEGINNING AT A 5/8 INCH IRON BAR ON THE NORTH LINE OF SAID SECTION 1, LOCATED SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST, 2162.60 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 1, ALSO BEING THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN DOCKET 5172, PAGE 97, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 14 DEGREES 33 MINUTES 34 SECONDS EAST, 1200.58 FEET ALONG THE EAST LINE OF SAID PROPERTY DESCRIBED IN DOCKET 5172, PAGE 97, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST, 150.81 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE NORTH ALONG SAID EAST LINE, 1161.59 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE NORTH 89 DEGREES 55 MINUTES 04 SECONDS WEST, ALONG SAID LINE, 451.98 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR ROADWAY AS DESCRIBED IN DOCKETS 5312, PAGE 31 AND DOCKET 4525, PAGE 545, M.C.R. AND ALSO; RESERVING UNTO THE GRANTOR THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE EAST 60 FEET THEREOF.

EXCEPT BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 660.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 31 SECONDS EAST ALONG A LINE THAT IS PARALLEL WITH THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 55.00 FEET TO THE TRUE POINT OF BEGINNING;

Unofficial Document

THENCE CONTINUING SOUTH 89 DEGREES 53 MINUTES 31 SECONDS EAST, A DISTANCE OF 1529.54 FEET;

THENCE SOUTH 14 DEGREES 31 MINUTES 01 SECONDS EAST, A DISTANCE OF 518.48 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 31 SECONDS WEST, A DISTANCE OF 78.87 FEET;

THENCE SOUTH 14 DEGREES 38 MINUTES 27 SECONDS EAST, A DISTANCE OF 79.18 FEET;

THENCE SOUTH 01 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 244.32 FEET;

THENCE SOUTH 02 DEGREES 06 MINUTES 22 SECONDS EAST, A DISTANCE OF 116.49 FEET;

THENCE SOUTH 01 DEGREES 17 MINUTES 56 SECONDS EAST, A DISTANCE OF 258.12 FEET;

THENCE SOUTH 11 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 221.47 FEET;

THENCE SOUTH 20 DEGREES 58 MINUTES 02 SECONDS EAST, A DISTANCE OF 265.24 FEET;

THENCE SOUTH 18 DEGREES 46 MINUTES 38 SECONDS EAST, A DISTANCE OF 245.05 FEET;

THENCE SOUTH 00 DEGREES 32 MINUTES 30 SECONDS EAST, A DISTANCE OF 114.12 FEET;

THENCE SOUTH 01 DEGREES 00 MINUTES 39 SECONDS EAST, A DISTANCE OF 183.83 FEET;

TO A POINT ON THE EAST-WEST MIDSECTION LINE OF SAID SECTION 1;

THENCE NORTH 89 DEGREES 38 MINUTES 54 SECONDS WEST ALONG SAID MIDSECTION LINE, A DISTANCE OF 1830.04 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 56 SECONDS EAST ALONG A LINE THAT IS PARALLEL WITH AND 55.00 FEET EAST OF THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 2213.66 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THE WEST 55.00 FEET OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

CONTINUED.....

EXCEPT THE NORTH 660.00 FEET OF THE WEST 55.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 1;

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

COMMENCING AT THE WEST QUARTER OF SAID SECTION 1;

THENCE SOUTH 89 DEGREES 38 MINUTES 54 SECONDS EAST ALONG THE MIDSECTION LINE OF SAID SECTION 1, A DISTANCE OF 1630.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 04 MINUTES 56 SECONDS EAST, A DISTANCE OF 289.28 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS BEARS SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 31.42 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 04 SECONDS EAST, A DISTANCE OF 230.13 FEET;

THENCE SOUTH 00 DEGREES 32, MINUTES 50 SECONDS EAST, A DISTANCE OF 126.70 FEET;

THENCE SOUTH 01 DEGREES 00 MINUTES 39 SECONDS EAST, A DISTANCE OF 183.82 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 54 SECONDS WEST, A DISTANCE OF 255.03 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE NORTH 55 FEET

EXCEPT THE SOUTH 30 FEET

EXCEPT THE WEST 33 FEET

Tax Year	Status	Assessed Tax	Amount Due
 2003	Redeemed Tax Lien	\$4,137.66	\$0.00
 2002	Redeemed Tax Lien	\$2,992.88	\$0.00
 2001	Paid	\$175.72	\$0.00
 2000	Paid	\$132.64	\$0.00
 1999	Paid	\$168.46	\$0.00
 1998	Paid	\$180.62	\$0.00
 1997	Deeded	\$1,214.32	\$0.00
 1996	Paid	\$1,288.56	\$0.00

Back Tax and Tax Lien payments must be made in the following certified funds only:

- Cashier's Check
- Certified Check
- Money Order
- Cash
- **No Personal Checks**

Total Amount Due

Status: Currently up-to-date

Remaining Tax Amount \$0.00

Due:

Total amount due does not reflect any pending payments. Amount may change based on activity to this parcel.



Maricopa County Treasurer's Office

Royce T. Flora, Treasurer

Tax History 501-24-006 7

Current Mailing Name & Address

J AND J PROPERTY HOLDINGS LC
PO BOX 14387
SCOTTSDALE, AZ 85267-4387

Legal Description

Section/Lot 1 Township/Block 3N
Range/Tract 1W

PT NW4 DAF BEG NW COR SEC TH S 660F E 30F
TH CONT

2016 Tax Due

Assessed Tax: \$4,214.82 **Tax Paid:** \$4,214.82 **Total Due:** \$0.00

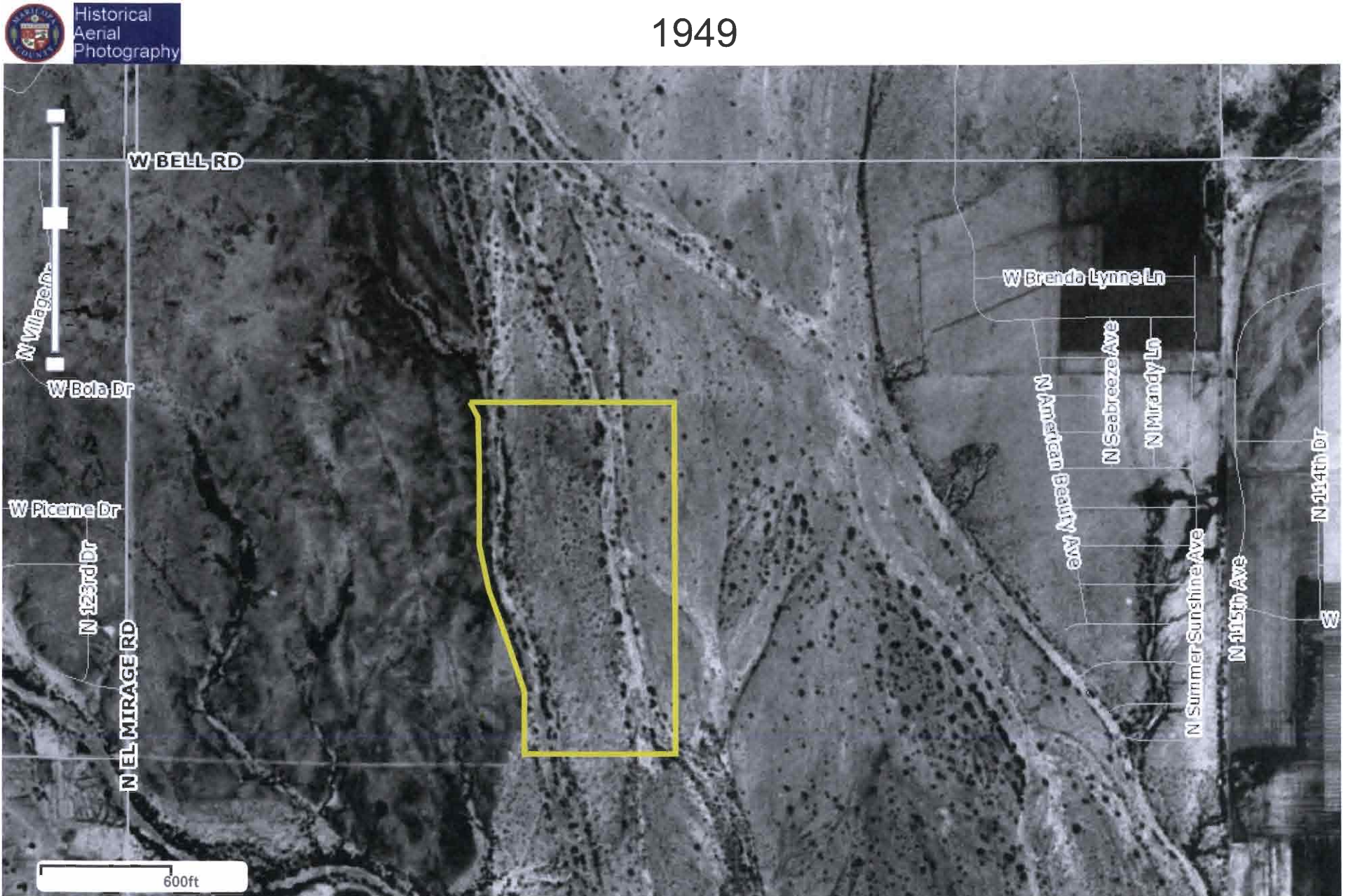
[View 2016 Tax Details](#)

[Create Stub](#)

Tax Years

Tax Year	Status	Assessed Tax	Amount Due
2016	Paid	\$4,214.82	\$0.00
2015	Paid	\$5,647.78	\$0.00
2014	Paid	\$6,801.14	\$0.00
2013	Paid	\$5,313.04	\$0.00
2012	Paid	\$4,364.10	\$0.00
2011	Paid	\$4,928.34	\$0.00
2010	Paid	\$4,198.96	\$0.00
2009	Paid	\$3,922.60	\$0.00
2008	Paid	\$3,969.38	\$0.00
2007	Redeemed Tax Lien	\$3,893.64	\$0.00
2006	Paid	\$4,436.18	\$0.00
2005	Paid	\$5,491.54	\$0.00
2004	Redeemed Tax Lien	\$4,571.08	\$0.00

1949



1959



Historical
Aerial
Photography





Historical
Aerial
Photography

1969





Historical
Aerial
Photography

1976



1979



Historical
Aerial
Photography



1986





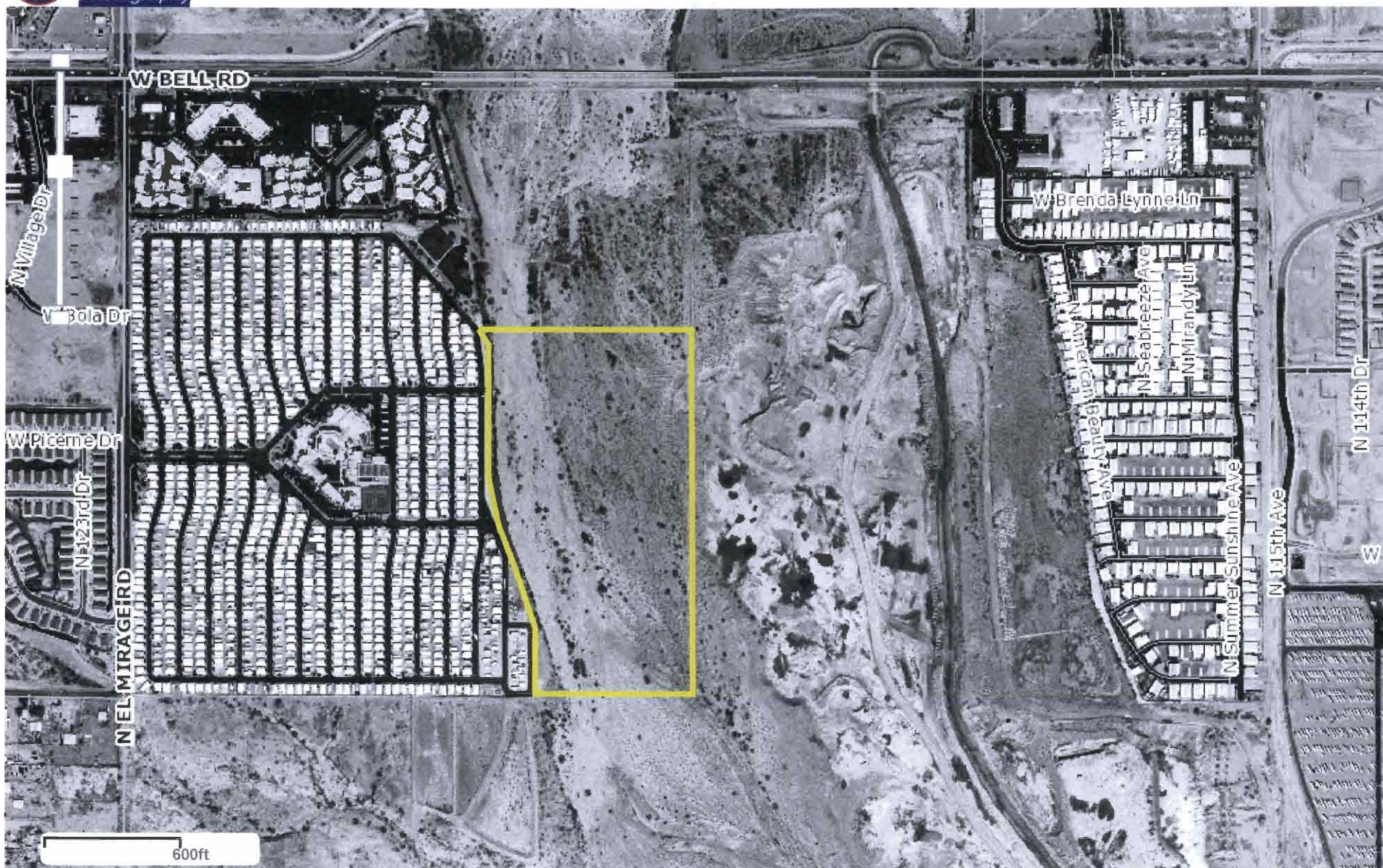
1993



1997



2000



2004



2007



2010



Historical
Aerial
Photography





2013





2016 Aerial



Maricopa County GIS, Maricopa County Assessor's Office

1/16/2017 2:40:50 PM

APPENDIX E
DATABASE REPORT

Radius Report

[Satellite view](#)

Target Property:

Vacant Land

Surprise, Maricopa County, Arizona 85374

Prepared For:

Western Technologies Inc- Phoenix

Order #: 80154

Job #: 173365

Project #: 2187JH008

Date: 01/17/2017

Table of Contents

Target Property Summary	1
Database Summary	2
Database Radius Summary	4
Radius Map	6
Ortho Map	8
Topographic Map	9
Located Sites Summary	10
Elevation Summary	12
Unlocated Sites Summary	18
Environmental Records Definitions	20
Unlocatable Report	See Attachment
Zip Report	See Attachment

Disclaimer

This report was designed by GeoSearch to meet or exceed the records search requirements of the All Appropriate Inquiries Rule (40 CFR §312.26) and the current version of the ASTM International E1527, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process or, if applicable, the custom requirements requested by the entity that ordered this report. The records and databases of records used to compile this report were collected from various federal, state and local governmental entities. It is the goal of GeoSearch to meet or exceed the 40 CFR §312.26 and E1527 requirements for updating records by using the best available technology. GeoSearch contacts the appropriate governmental entities on a recurring basis. Depending on the frequency with which a record source or database of records is updated by the governmental entity, the data used to prepare this report may be updated monthly, quarterly, semi-annually, or annually.

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Target Property Summary

Target Property Information

*Vacant Land
Surprise, Arizona 85374*

Coordinates

*Point (-112.31763, 33.634559)
1,152 feet above sea level*

USGS Quadrangle

Calderwood Butte, AZ

Geographic Coverage Information

County/Parish: Maricopa (AZ)

ZipCode(s):

*El Mirage AZ: 85335
Sun City AZ: 85351, 85373
Sun City West AZ: 85375
Surprise AZ: 85374, 85378*

Radon

** Target property is located in Radon Zone 2.
Zone 2 areas have a predicted average indoor radon screening level between 2 and 4 pCi/L
(picocuries per liter).*

Database Summary

FEDERAL LISTING

Standard Environmental Records

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
EMERGENCY RESPONSE NOTIFICATION SYSTEM	ERNSAZ	0	0	TP/AP
FEDERAL ENGINEERING INSTITUTIONAL CONTROL SITES	EC	0	0	TP/AP
RCRA SITES WITH CONTROLS	RCRASC	0	0	TP/AP
NO LONGER REGULATED RCRA GENERATOR FACILITIES	NLRRCRAG	0	0	0.2500
RESOURCE CONSERVATION & RECOVERY ACT - GENERATOR	RCRAGR09	1	0	0.2500
BROWNFIELDS MANAGEMENT SYSTEM	BF	0	0	0.5000
DELISTED NATIONAL PRIORITIES LIST	DNPL	0	0	0.5000
NO LONGER REGULATED RCRA NON-CORRACTS TSD FACILITIES	NLRRCRAT	0	0	0.5000
RESOURCE CONSERVATION & RECOVERY ACT - NON-CORRACTS TREATMENT, STORAGE & DISPOSAL FACILITIES	RCRAT	0	0	0.5000
SUPERFUND ENTERPRISE MANAGEMENT SYSTEM	SEMS	0	0	0.5000
SUPERFUND ENTERPRISE MANAGEMENT SYSTEM ARCHIVED SITE INVENTORY	SEMSARCH	1	0	0.5000
NATIONAL PRIORITIES LIST	NPL	0	0	1.0000
NO LONGER REGULATED RCRA CORRECTIVE ACTION FACILITIES	NLRRCRAC	0	0	1.0000
PROPOSED NATIONAL PRIORITIES LIST	PNPL	0	0	1.0000
RESOURCE CONSERVATION & RECOVERY ACT - CORRECTIVE ACTION FACILITIES	RCRAC	0	0	1.0000
RESOURCE CONSERVATION & RECOVERY ACT - SUBJECT TO CORRECTIVE ACTION FACILITIES	RCRASUBC	0	0	1.0000
SUB-TOTAL		2	0	

Additional Environmental Records

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
BIENNIAL REPORTING SYSTEM	BRS	0	0	TP/AP
CERCLIS LIENS	SFLIENS	0	0	TP/AP
MINE SAFETY AND HEALTH ADMINISTRATION MASTER INDEX FILE	MSHA	0	0	0.2500
MINERAL RESOURCE DATA SYSTEM	MRDS	0	0	0.2500
DEPARTMENT OF DEFENSE SITES	DOD	0	0	1.0000
FORMER MILITARY NIKE MISSILE SITES	NMS	0	0	1.0000
RECORD OF DECISION SYSTEM	RODS	0	0	1.0000
SUB-TOTAL		0	0	

Database Summary

STATE (AZ) LISTING

Standard Environmental Records

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
ENVIRONMENTAL USE RESTRICTION SITES	EUR	0	0	TP/AP
UNDERGROUND STORAGE TANKS	UST	1	0	0.2500
CLOSED SOLID WASTE FACILITIES	CLOSEDSWF	1	1	0.5000
LEAKING UNDERGROUND STORAGE TANKS	LUST	1	1	0.5000
OPEN LANDFILL FACILITIES	OPENLF	0	0	0.5000
STATE HAZARDOUS WASTE SITES	SHWS	1	1	0.5000
VOLUNTARY REMEDIATION PROGRAM AND BROWNFIELDS PROGRAM SITES	VRPBF	0	0	0.5000
ARIZONA SUPERFUND PROGRAM LIST	ASPL	0	0	1.0000
WATER QUALITY ASSURANCE REVOLVING FUND PROGRAM REGISTRY	WQARF	0	0	1.0000
SUB-TOTAL		4	3	

Additional Environmental Records

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
SPILLS DATABASE	SPILLS	0	0	TP/AP
SUB-TOTAL		0	0	
TOTAL		6	3	

Database Radius Summary

FEDERAL LISTING

Standard environmental records are displayed in **bold**.

Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
BRS	0.0200	0	NS	NS	NS	NS	NS	0
EC	0.0200	0	NS	NS	NS	NS	NS	0
ERNSAZ	0.0200	0	NS	NS	NS	NS	NS	0
RCRASC	0.0200	0	NS	NS	NS	NS	NS	0
SFLIENS	0.0200	0	NS	NS	NS	NS	NS	0
MRDS	0.2500	0	0	0	NS	NS	NS	0
MSHA	0.2500	0	0	0	NS	NS	NS	0
NLRRCRAG	0.2500	0	0	0	NS	NS	NS	0
RCRAGR09	0.2500	0	1	0	NS	NS	NS	1
BF	0.5000	0	0	0	0	NS	NS	0
DNPL	0.5000	0	0	0	0	NS	NS	0
NLRRCRAT	0.5000	0	0	0	0	NS	NS	0
RCRAT	0.5000	0	0	0	0	NS	NS	0
SEMS	0.5000	0	0	0	0	NS	NS	0
SEMSARCH	0.5000	0	0	0	1	NS	NS	1
DOD	1.0000	0	0	0	0	0	NS	0
NLRRCRAC	1.0000	0	0	0	0	0	NS	0
NMS	1.0000	0	0	0	0	0	NS	0
NPL	1.0000	0	0	0	0	0	NS	0
PNPL	1.0000	0	0	0	0	0	NS	0
RCRAC	1.0000	0	0	0	0	0	NS	0
RCRASUBC	1.0000	0	0	0	0	0	NS	0
RODS	1.0000	0	0	0	0	0	NS	0
SUB-TOTAL		0	1	0	1	0	0	2

Database Radius Summary

STATE (AZ) LISTING

Standard environmental records are displayed in **bold**.

Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
EUR	0.0200	0	NS	NS	NS	NS	NS	0
SPILLS	0.0200	0	NS	NS	NS	NS	NS	0
UST	0.2500	0	1	0	NS	NS	NS	1
CLOSEDSWF	0.5000	0	0	0	1	NS	NS	1
LUST	0.5000	0	1	0	0	NS	NS	1
OPENLF	0.5000	0	0	0	0	NS	NS	0
SHWS	0.5000	0	0	0	1	NS	NS	1
VRPBF	0.5000	0	0	0	0	NS	NS	0
ASPL	1.0000	0	0	0	0	0	NS	0
WQARF	1.0000	0	0	0	0	0	NS	0

SUB-TOTAL		0	2	0	2	0	0	4
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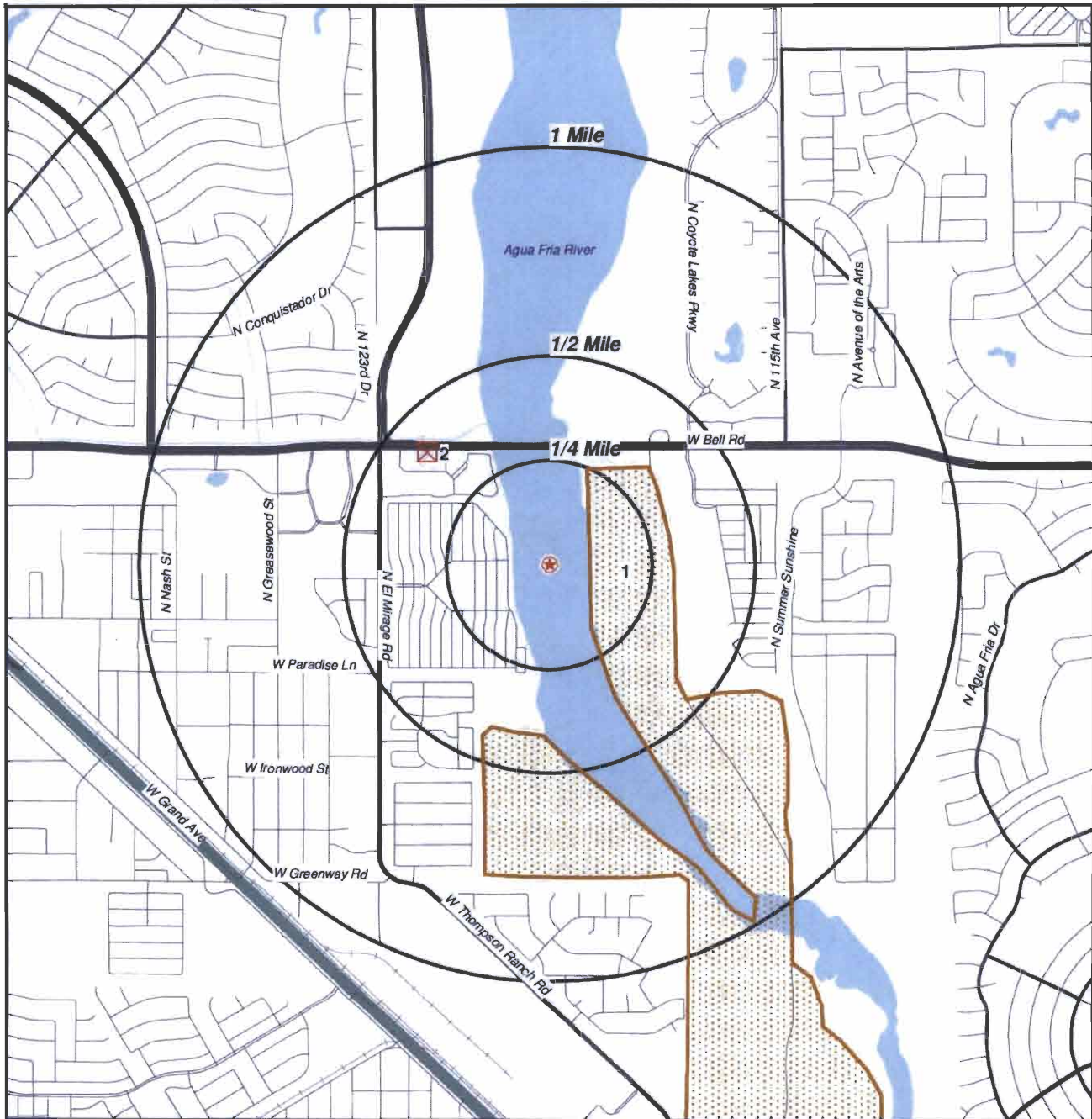
TOTAL		0	3	0	3	0	0	6
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NOTES:

NS = NOT SEARCHED

TP/AP = TARGET PROPERTY/ADJACENT PROPERTY

Radius Map 1



- Target Property (TP)
- UST
- RCRAGR09
- LUST
- SHWS

**Vacant Land
Surprise, Arizona
85374**

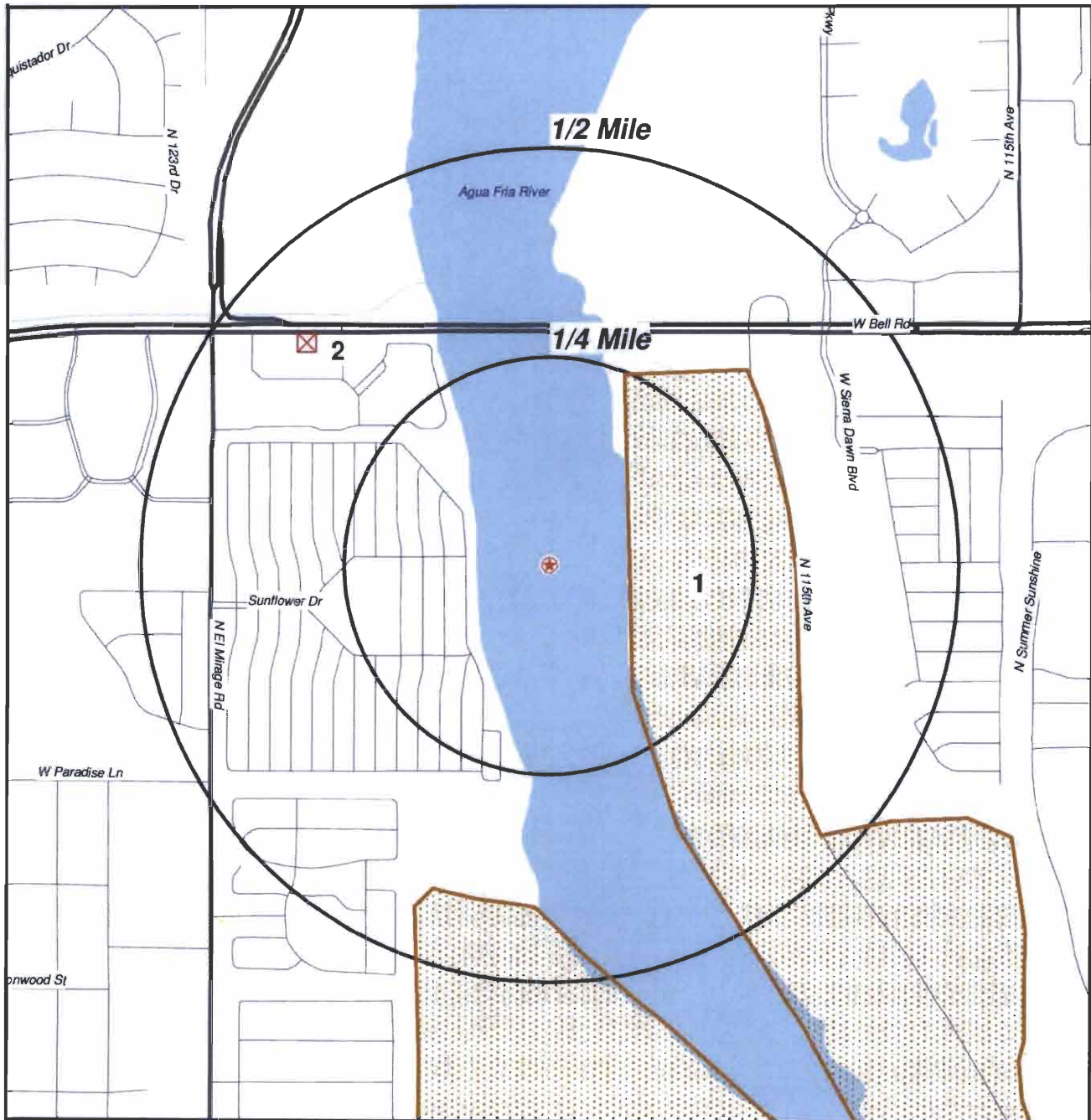


0' 1000' 2000' 3000'

SCALE: 1" = 2000'

[Click here to access Satellite view](#)

Radius Map 2



- Target Property (TP)
- UST
- RCAGR09
- LUST
- SHWS

Vacant Land
Surprise, Arizona
85374



0' 500' 1000' 1500'
 SCALE: 1" = 1000'

[Click here to access Satellite view](#)

Ortho Map



-  Target Property (TP)
-  UST
-  RCRA09
-  LUST
-  SHWS

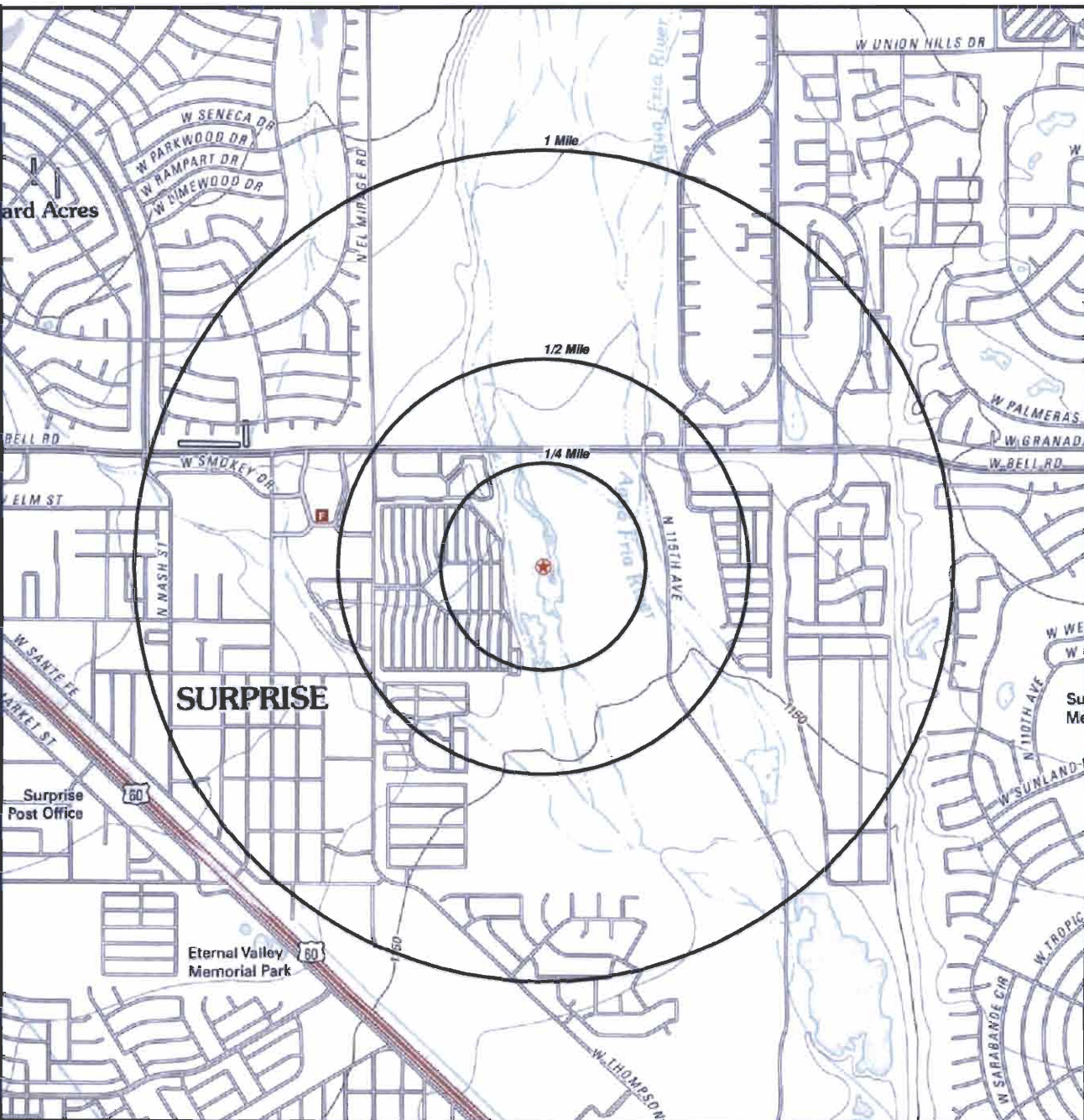
**Quadrangle(s): Calderwood
Butte
Vacant Land
Surprise, Arizona
85374**



0' 500' 1000' 1500'
SCALE: 1" = 1000'

[Click here to access Satellite view](#)

Topographic Map



 Target Property (TP)

**Quadrangle(s): Calderwood
Butte
Source: USGS, 10/21/2011
Vacant Land
Surprise, Arizona
85374**



0' 1000' 2000' 3000'

SCALE: 1" = 2000'

[Click here to access Satellite view](#)

Located Sites Summary

NOTE: Standard environmental records are displayed in **bold**.

Map ID#	Database Name	Site ID#	Relative Elevation	Distance From Site	Site Name	Address	PAGE #
<u>1</u>	UST	0-000848	Lower (1,137 ft.)	0.1 mi. E (528 ft.)	CALMAT - SUN CITY PLANT	14521 N 15TH AVE, EL MIRAGE, AZ 85335	<u>12</u>
<u>1</u>	RCRAGR09	AZD982321135	Lower (1,137 ft.)	0.1 mi. E (528 ft.)	CALMAT COMPANY	14521 N 115TH AVE, EL MIRAGE, AZ 85374	<u>13</u>
<u>1</u>	LUST	0-002499	Lower (1,137 ft.)	0.1 mi. E (528 ft.)	CALMAT COMPANY	14521 N 115TH AVE, SURPRISE, AZ 85374	<u>15</u>
<u>2</u>	SHWS	297ACID	Higher (1,175 ft.)	0.396 mi. NW (2091 ft.)	VALLEY SPRAYER & DUSTER SERVICE INC	12205 W BELL RD, SURPRISE, AZ 85374	<u>16</u>
<u>2</u>	SEMSARCH	AZD980880942	Higher (1,175 ft.)	0.396 mi. NW (2091 ft.)	UFI SURPRISE (VALLEY SPRAYER & DUSTER)	12205 W BELL RD, SURPRISE, AZ 85273	<u>17</u>
<u>2</u>	CLOSEDSWF	1045947278	Higher (1,175 ft.)	0.396 mi. NW (2091 ft.)	UFI	SE CORNER OF 123RD AVE AND BELL ROAD, AZ	<u>18</u>

Elevation Summary

Elevations are collected from the USGS 3D Elevation Program 1/3 arc-second (approximately 10 meters) layer hosted at the NGTOC. .

Target Property Elevation: 1152 ft.

NOTE: Standard environmental records are displayed in **bold**.

EQUAL/HIGHER ELEVATION

Map ID#	Database Name	Elevation	Site Name	Address	Page #
2	SHWS	1,175 ft.	VALLEY SPRAYER & DUSTER SERVICE INC	12205 W BELL RD, SURPRISE, AZ 85374	16
2	SEMSARCH	1,175 ft.	UFI SURPRISE (VALLEY SPRAYER & DUSTER)	12205 W BELL RD, SURPRISE, AZ 85273	17
2	CLOSEDSWF	1,175 ft.	UFI	SE CORNER OF 123RD AVE AND BELL ROAD, AZ	18

LOWER ELEVATION

Map ID#	Database Name	Elevation	Site Name	Address	Page #
1	UST	1,137 ft.	CALMAT - SUN CITY PLANT	14521 N 15TH AVE, EL MIRAGE, AZ 85335	12
1	RCRAGR09	1,137 ft.	CALMAT COMPANY	14521 N 115TH AVE, EL MIRAGE, AZ 85374	13
1	LUST	1,137 ft.	CALMAT COMPANY	14521 N 115TH AVE, SURPRISE, AZ 85374	15

Underground Storage Tanks (UST)

[MAP ID# 1](#)

Distance from Property: 0.1 mi. (528 ft.) E
Elevation: 1,137 ft. (Lower than TP)

FACILITY INFORMATION

GEOSEARCH ID: 0-000848

FACILITY ID: 0-000848

NAME: CALMAT - SUN CITY PLANT

ADDRESS: 14521 N 15TH AVE

EL MIRAGE, AZ 85335

OWNER NAME: CALMAT CO

FACILITY DETAILS

TANK ID:	DATE CLOSED:	DATE INSTALLED:	CLOSURE TYPE:
1	11/30/1989	1/1/1979	REMOVAL
2	11/30/1989	1/1/1979	REMOVAL
3	7/30/1989	1/1/1979	CLOSED IN PLACE
4	7/30/1989	1/1/1979	CLOSED IN PLACE
5	7/30/1989	1/1/1979	CLOSED IN PLACE

[Back to Report Summary](#)

Resource Conservation & Recovery Act - Generator (RCRAGR09)

MAP ID# 1

Distance from Property: 0.1 mi. (528 ft.) E

Elevation: 1,137 ft. (Lower than TP)

FACILITY INFORMATION

EPA ID#: AZD982321135

NAME: CALMAT COMPANY

ADDRESS: 14521 N 115TH AVE

EL MIRAGE, AZ 85374

CONTACT NAME: THOMAS A BODEN

CONTACT ADDRESS: 2526 E UNIVERSITY DR
PHOENIX AZ 85034-6901

CONTACT PHONE: 602-528-8695

NON-NOTIFIER: NOT A NON-NOTIFIER

DATE RECEIVED BY AGENCY: 01/28/2009

OWNER TYPE: NOT REPORTED

OWNER NAME: NOT REPORTED

OPERATOR TYPE: NOT REPORTED

OPERATOR NAME: NOT REPORTED

CERTIFICATION

CERTIFICATION NAME:	CERTIFICATION TITLE:	CERTIFICATION SIGNED DATE:
TOM BODEN	REGIONAL MANAGER MANAGER	01/26/2009
THOMAS A BODEN	REG ENV MNGR	01/10/2008
THOMAS A BODEN	MANAGER ENV AFFAIRS	01/26/2007
THOMAS A BODEN	REG ENV MGR	01/26/2007
THOMAS A BODEN	MANAGER ENV AFFAIRS	01/10/2006

INDUSTRY CLASSIFICATION (NAICS)

212321 - CONSTRUCTION SAND AND GRAVEL MINING

324121 - ASPHALT PAVING MIXTURE AND BLOCK MANUFACTURING

32732 - READY-MIX CONCRETE MANUFACTURING

SITE HISTORY (INCLUDES GENERATORS AND NON-GENERATORS)

DATE RECEIVED BY AGENCY: 01/28/2009

NAME: CALMAT COMPANY

DATE RECEIVED BY AGENCY: 01/23/2008

NAME: CALMAT COMPANY

DATE RECEIVED BY AGENCY: 01/29/2007

NAME: CALMAT COMPANY

DATE RECEIVED BY AGENCY: 01/26/2007

NAME: CALMAT COMPANIES

DATE RECEIVED BY AGENCY: 01/12/2006

NAME: CALMAT COMPANIES

DATE RECEIVED BY AGENCY: 08/28/1997

NAME: CALMAT COMPANIES

CURRENT ACTIVITY INFORMATION

GENERATOR STATUS: **CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR** LAST UPDATED DATE: **08/13/2009**

SUBJECT TO CORRECTIVE ACTION UNIVERSE: **NO**

TDSFs POTENTIALLY SUBJECT TO CORRECTIVE ACTION UNDER 3004 (u)/(v) UNIVERSE: **NO**

TDSFs ONLY SUBJECT TO CORRECTIVE ACTION UNDER DISCRETIONARY AUTHORITIES UNIVERSE: **NO**

NON TDSFs WHERE RCRA CORRECTIVE ACTION HAS BEEN IMPOSED UNIVERSE: **NO**

CORRECTIVE ACTION WORKLOAD UNIVERSE: **NO**

Resource Conservation & Recovery Act - Generator (RCRAGR09)

IMPORTER: NO	UNDERGROUND INJECTION: NO
MIXED WASTE GENERATOR: NO	UNIVERSAL WASTE DESTINATION FACILITY: NO
RECYCLER: NO	TRANSFER FACILITY: NO
TRANSPORTER: NO	USED OIL FUEL BURNER: NO
ONSITE BURNER EXEMPTION: NO	USED OIL PROCESSOR: NO
FURNACE EXEMPTION: NO	USED OIL FUEL MARKETER TO BURNER: NO
USED OIL REFINER: NO	SPECIFICATION USED OIL MARKETER: NO
USED OIL TRANSFER FACILITY: NO	USED OIL TRANSPORTER: NO

COMPLIANCE, MONITORING AND ENFORCEMENT INFORMATION

EVALUATIONS - **NO EVALUATIONS REPORTED** -

VIOLATIONS - **NO VIOLATIONS REPORTED** -

ENFORCEMENTS - **NO ENFORCEMENTS REPORTED** -

HAZARDOUS WASTE

- **NO HAZARDOUS WASTE INFORMATION REPORTED** -

UNIVERSAL WASTE - **NO UNIVERSAL WASTE REPORTED** -

CORRECTIVE ACTION AREA - **NO CORRECTIVE ACTION AREA INFORMATION REPORTED** -

CORRECTIVE ACTION EVENT - **NO CORRECTIVE ACTION EVENT REPORTED** -

[Back to Report Summary](#)

Leaking Underground Storage Tanks (LUST)

MAP ID# 1

Distance from Property: 0.1 mi. (528 ft.) E
Elevation: 1,137 ft. (Lower than TP)

FACILITY INFORMATION

GEOSEARCH ID: 0-002499

FAC ID: 0-002499

NAME: CALMAT COMPANY

ADDRESS: 14521 N 115TH AVE
SURPRISE, AZ 85374

FACILITY DETAILS

LUST ID: 0580.01

DATE REPORTED: 7/5/1989

DATE CLOSED: NOT REPORTED

PRIORITY:

5S - CLOSED CASE FOR SUSPECTED RELEASE (FALSE ALARM)

LUST ID: 0580.02

DATE REPORTED: 4/5/1989

DATE CLOSED: 7/25/1996

PRIORITY:

5R1 - CLOSED SOIL LEVELS MEET RBCA TIER 1

[Back to Report Summary](#)

State Hazardous Waste Sites (SHWS)

MAP ID# 2

Distance from Property: 0.396 mi. (2,091 ft.) NW
Elevation: 1,175 ft. (Higher than TP)

FACILITY INFORMATION

GEOSEARCH ID: **297ACID**

EPA ID: **AZD980880942**

ACIDS ID: **297**

NAME: **VALLEY SPRAYER &DUSTER SERVICE INC**

ADDRESS: **12205 W BELL RD**

SURPRISE, AZ 85374

WATER QUALITY ASSURANCE REVOLVONG FUND: **NOT REPORTED**

FILE LOCATION:

THE PA/SI FOR THESE SITES HAVE BEEN COMPLETED AND ARE AVAILABLE FOR REVIEW. APPOINTMENTS TO REVIEW FILES LOCATED WITHIN THIS PROGRAM MAY BE MADE THROUGH THE PREREMEDIAL UNIT SECRETARY. TELEPHONE: (602) 2074227.

[Back to Report Summary](#)

Superfund Enterprise Management System Archived Site Inventory (SEMSARCH)

MAP ID# 2

Distance from Property: 0.396 mi. (2,091 ft.) NW

Elevation: 1,175 ft. (Higher than TP)

FACILITY INFORMATION

EPA ID#: AZD980880942

SITE ID#: 0900711

NAME: UFI SURPRISE (VALLEY SPRAYER & DUSTER)

ADDRESS: 12205 W BELL RD

SURPRISE, AZ 85273

COUNTY: PINAL

FEDERAL FACILITY: NOT A FEDERAL FACILITY

NPL: NOT ON THE NPL

NON NPL STATUS: NFRAP-SITE DOES NOT QUALIFY FOR THE NPL BASED ON EXISTING INFORMATION

Below information was gathered from the prior NFRAP update completed in 10/2013 update:

ACTION	START DATE	COMPLETION DATE	RESPONSIBILITY
BB - POTENTIALLY RESPONSIBLE PARTY REMOVAL	12/1/1985	10/1/1986	PRP RSP FED
PA - PRELIMINARY ASSESSMENT	1/1/1984	9/1/1984	STATE (FUND)
DS - DISCOVERY	NOT REPORTED	12/1/1983	STATE (FUND)
PA - PRELIMINARY ASSESSMENT	NOT REPORTED	11/10/1988	EPA FUND
VS - ARCHIVE SITE	NOT REPORTED	1/23/1996	EPA IN-HOUSE

ACTION DESCRIPTIONS

BB - (POTENTIALLY RESPONSIBLE PARTY REMOVAL) - PROVIDES FOR OVERSIGHT OF POTENTIALLY RESPONSIBLE PARTY (PRP) RESPONSE ACTION FOR REMOVALS, INCLUDING ALL ACTIVITIES FOR MONITORING AND SUPERVISING THE PERFORMANCE OF PRPS TO DETERMINE WHETHER SUCH PERFORMANCE IS CONSISTENT WITH THE REQUIREMENTS OF THE ADMINISTRATIVE ORDERS ON CONSENT, UNILATERAL ADMINISTRATIVE ORDERS, CONSENT DECREES, JUDICIAL DECREES, INFORMATION AGREEMENTS, AND COMPLIANCE SCHEDULES.

PA - (PRELIMINARY ASSESSMENT) - COLLECTION OF DIVERSE EXISTING INFORMATION ABOUT THE SOURCE AND NATURE OF THE SITE HAZARD. IT IS EPA POLICY TO COMPLETE THE PRELIMINARY ASSESSMENT WITHIN ONE YEAR OF SITE DISCOVERY.

DS - (DISCOVERY) - THE PROCESS BY WHICH A POTENTIAL HAZARDOUS WASTE SITE IS BROUGHT TO THE ATTENTION OF THE EPA. THE PROCESS CAN OCCUR THROUGH THE USE OF SEVERAL MECHANISMS SUCH AS A PHONE CALL OR REFERRAL BY ANOTHER GOVERNMENT AGENCY.

PA - (PRELIMINARY ASSESSMENT) - COLLECTION OF DIVERSE EXISTING INFORMATION ABOUT THE SOURCE AND NATURE OF THE SITE HAZARD. IT IS EPA POLICY TO COMPLETE THE PRELIMINARY ASSESSMENT WITHIN ONE YEAR OF SITE DISCOVERY.

VS - (ARCHIVE SITE) - THE DECISION IS MADE THAT NO FURTHER ACTIVITY IS PLANNED AT THE SITE.

[Back to Report Summary](#)

Closed Solid Waste Facilities (CLOSEDSWF)

MAP ID# 2

Distance from Property: 0.396 mi. (2,091 ft.) NW
Elevation: 1,175 ft. (Higher than TP)

FACILITY INFORMATION

UNIQUEID: 1045947278

NAME: UFI

ADDRESS: SE CORNER OF 123RD AVE AND BELL ROAD
NOT REPORTED, AZ

COUNTY: MARICOPA

STATUS: CLOSED

FACILITY TYPE: PRIVATE

OPERATOR: UNIVERSAL FINANCIAL

OPERATOR ADDRESS: 2930 E CAMELBACK
PHOENIX, AZ 85016

OPERATOR COUNTY: NOT REPORTED

OPERATOR PHONE: NOT REPORTED

[Back to Report Summary](#)

Unlocated Sites Summary

This list contains sites that could not be mapped due to limited or incomplete address information.

Database Name	Site ID#	Site Name	Address	City/State/Zip/County
CLOSEDSW F	1815891161	SURPRISE		
LUST	0-008290	LEON'S TRAILER PARK WEST	16601 N SURPRISE AVE	SURPRISE 85374 Maricopa
SHWS	767ACID	WQ-SURPRISE		SURPRISE

Environmental Records Definitions - FEDERAL

BRS

Biennial Reporting System

VERSION DATE: 12/31/11

The United States Environmental Protection Agency (EPA), in cooperation with the States, biennially collects information regarding the generation, management, and final disposition of hazardous wastes regulated under the Resource Conservation and Recovery Act of 1976 (RCRA), as amended. The Biennial Report captures detailed data on the generation of hazardous waste from large quantity generators and data on waste management practices from treatment, storage and disposal facilities. Currently, the EPA states that data collected between 1991 and 1997 was originally a part of the defunct Biennial Reporting System and is now incorporated into the RCRAInfo data system.

EC

Federal Engineering Institutional Control Sites

VERSION DATE: 08/03/15

This database includes site locations where Engineering and/or Institutional Controls have been identified as part of a selected remedy for the site as defined by United States Environmental Protection Agency official remedy decision documents. A site listing does not indicate that the institutional and engineering controls are currently in place nor will be in place once the remedy is complete; it only indicates that the decision to include either of them in the remedy is documented as of the completed date of the document. Institutional controls are actions, such as legal controls, that help minimize the potential for human exposure to contamination by ensuring appropriate land or resource use. Engineering controls include caps, barriers, or other device engineering to prevent access, exposure, or continued migration of contamination.

ERNSAZ

Emergency Response Notification System

VERSION DATE: 10/04/16

This National Response Center database contains data on reported releases of oil, chemical, radiological, biological, and/or etiological discharges into the environment anywhere in the United States and its territories. The data comes from spill reports made to the U.S. Environmental Protection Agency, U.S. Coast Guard, the National Response Center and/or the U.S. Department of Transportation.

RCRASC

RCRA Sites with Controls

VERSION DATE: 02/23/16

This list of Resource Conservation and Recovery Act sites with institutional controls in place is provided by the U.S. Environmental Protection Agency.

SFLIENS

CERCLIS Liens

VERSION DATE: 06/08/12

A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which United States Environmental Protection Agency has spent Superfund monies. These monies are spent to investigate and

Environmental Records Definitions - FEDERAL

address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties. This database contains those CERCLIS sites where the Lien on Property action is complete.

MRDS Mineral Resource Data System

VERSION DATE: 03/15/16

MRDS (Mineral Resource Data System) is a collection of reports describing metallic and nonmetallic mineral resources throughout the world. Included are deposit name, location, commodity, deposit description, geologic characteristics, production, reserves, resources, and references. This database contains the records previously provided in the Mineral Resource Data System (MRDS) of USGS and the Mineral Availability System/Mineral Industry Locator System (MAS/MILS) originated in the U.S. Bureau of Mines, which is now part of USGS.

MSHA Mine Safety and Health Administration Master Index File

VERSION DATE: 08/05/16

The Mine dataset lists all Coal and Metal/Non-Metal mines under MSHA's jurisdiction since 1/1/1970. It includes such information as the current status of each mine (Active, Abandoned, NonProducing, etc.), the current owner and operating company, commodity codes and physical attributes of the mine. Mine ID is the unique key for this data. This information is provided by the United States Department of Labor - Mine Safety and Health Administration (MSHA).

NLRRCRAG No Longer Regulated RCRA Generator Facilities

VERSION DATE: 07/12/16

This database includes RCRA Generator facilities that are no longer regulated by the United States Environmental Protection Agency or do not meet other RCRA reporting requirements. This listing includes facilities that formerly generated hazardous waste.

Large Quantity Generators: Generate 1,000 kg or more of hazardous waste during any calendar month; or Generate more than 1 kg of acutely hazardous waste during any calendar month; or Generate more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste during any calendar month; or Generate 1 kg or less of acutely hazardous waste during any calendar month, and accumulate more than 1kg of acutely hazardous waste at any time; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulated more than 100 kg of that material at any time.

Small Quantity Generators: Generate more than 100 and less than 1000 kilograms of hazardous waste during any calendar month and accumulate less than 6000 kg of hazardous waste at any time; or Generate 100 kg or less of hazardous waste during any calendar month, and accumulate more than 1000 kg of hazardous waste at any time.

Conditionally Exempt Small Quantity Generators: Generate 100 kilograms or less of hazardous waste per calendar month, and accumulate 1000 kg or less of hazardous waste at any time; or Generate one kilogram or less of acutely hazardous waste per calendar month, and accumulate at any time: 1 kg or less of acutely

Environmental Records Definitions - FEDERAL

hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste during any calendar month, and accumulate at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste.

RCRAGR09

Resource Conservation & Recovery Act - Generator

VERSION DATE: 07/12/16

This database includes sites listed as generators of hazardous waste (large, small, and exempt) in the RCRAInfo system. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information system which provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). This database includes sites located in EPA Region 9. This region includes the following states: Arizona, California, Hawaii, Nevada, and the territories of Guam and American Samoa.

Large Quantity Generators: Generate 1,000 kg or more of hazardous waste during any calendar month; or Generate more than 1 kg of acutely hazardous waste during any calendar month; or Generate more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste during any calendar month; or Generate 1 kg or less of acutely hazardous waste during any calendar month, and accumulate more than 1kg of acutely hazardous waste at any time; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulated more than 100 kg of that material at any time.

Small Quantity Generators: Generate more than 100 and less than 1000 kilograms of hazardous waste during any calendar month and accumulate less than 6000 kg of hazardous waste at any time; or Generate 100 kg or less of hazardous waste during any calendar month, and accumulate more than 1000 kg of hazardous waste at any time.

Conditionally Exempt Small Quantity Generators: Generate 100 kilograms or less of hazardous waste per calendar month, and accumulate 1000 kg or less of hazardous waste at any time; or Generate one kilogram or less of acutely hazardous waste per calendar month, and accumulate at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste during any calendar month, and accumulate at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste.

BF

Brownfields Management System

VERSION DATE: 10/24/16

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the

Environmental Records Definitions - FEDERAL

presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. The United States Environmental Protection Agency maintains this database to track activities in the various brown field grant programs including grantee assessment, site cleanup and site redevelopment. This database included tribal brownfield sites.

DNPL Delisted National Priorities List

VERSION DATE: 08/05/16

This database includes sites from the United States Environmental Protection Agency's Final National Priorities List (NPL) where remedies have proven to be satisfactory or sites where the original analyses were inaccurate, and the site is no longer appropriate for inclusion on the NPL, and final publication in the Federal Register has occurred.

NLRRCRAT No Longer Regulated RCRA Non-CORRACTS TSD Facilities

VERSION DATE: 07/12/16

This database includes RCRA Non-Corrective Action TSD facilities that are no longer regulated by the United States Environmental Protection Agency or do not meet other RCRA reporting requirements. This listing includes facilities that formerly treated, stored or disposed of hazardous waste.

RCRAT Resource Conservation & Recovery Act - Non-CORRACTS Treatment, Storage & Disposal Facilities

VERSION DATE: 07/12/16

This database includes Non-Corrective Action sites listed as treatment, storage and/or disposal facilities of hazardous waste in the RCRAInfo system. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information system which provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS).

SEMS Superfund Enterprise Management System

VERSION DATE: 12/05/16

The U.S. Environmental Protection Agency's (EPA) Office of Solid Waste and Emergency Response, Office of Superfund Remediation and Technology Innovation (OSRTI), has implemented The Superfund Enterprise Management System (SEMS), formerly known as CERCLIS (Comprehensive Environmental Response, Compensation and Liability Information System) to track and report on clean-up and enforcement activities taking place at Superfund sites. SEMS represents a joint development and ongoing collaboration between Superfund's Remedial, Removal, Federal Facilities, Enforcement and Emergency Response programs.

Environmental Records Definitions - FEDERAL

SEMSARCH

Superfund Enterprise Management System Archived Site Inventory

VERSION DATE: 12/05/16

The Superfund Enterprise Management System Archive listing (SEMS-ARCHIVE) has replaced the CERCLIS NFRAP reporting system in 2015. This listing reflect sites that have been assessed and no further remediation is planned and is of no further interest under the Superfund program.

DOD

Department of Defense Sites

VERSION DATE: 06/21/10

This information originates from the National Atlas of the United States Federal Lands data, which includes lands owned or administered by the Federal government. Army DOD, Army Corps of Engineers DOD, Air Force DOD, Navy DOD and Marine DOD areas of 640 acres or more are included.

NLRRCRAC

No Longer Regulated RCRA Corrective Action Facilities

VERSION DATE: 07/12/16

This database includes RCRA Corrective Action facilities that are no longer regulated by the United States Environmental Protection Agency or do not meet other RCRA reporting requirements.

NMS

Former Military Nike Missile Sites

VERSION DATE: 12/01/84

This information was taken from report DRXTH-AS-IA-83A016 (Historical Overview of the Nike Missile System, 12/1984) which was performed by Environmental Science and Engineering, Inc. for the U.S. Army Toxic and Hazardous Materials Agency Assessment Division. The Nike system was deployed between 1954 and the mid-1970's.

Among the substances used or stored on Nike sites were liquid missile fuel (JP-4); starter fluids (UDKH, aniline, and furfuryl alcohol); oxidizer (IRFNA); hydrocarbons (motor oil, hydraulic fluid, diesel fuel, gasoline, heating oil); solvents (carbon tetrachloride, trichloroethylene, trichloroethane, stoddard solvent); and battery electrolyte.

The quantities of material a disposed of and procedures for disposal are not documented in published reports. Virtually all information concerning the potential for contamination at Nike sites is confined to personnel who were assigned to Nike sites.

During deactivation most hardware was shipped to depot-level supply points. There were reportedly instances where excess materials were disposed of on or near the site itself at closure. There was reportedly no routine site decontamination.

NPL

National Priorities List

VERSION DATE: 08/05/16

This database includes United States Environmental Protection Agency (EPA) National Priorities List sites that fall under the EPA's Superfund program, established to fund the cleanup of the most serious uncontrolled or

Environmental Records Definitions - FEDERAL

abandoned hazardous waste sites identified for possible long-term remedial action.

PNPL Proposed National Priorities List

VERSION DATE: 08/05/16

This database contains sites proposed to be included on the National Priorities List (NPL) in the Federal Register. The United States Environmental Protection Agency investigates these sites to determine if they may present long-term threats to public health or the environment.

RCRAC Resource Conservation & Recovery Act - Corrective Action Facilities

VERSION DATE: 07/12/16

This database includes all hazardous waste sites with ongoing corrective action activity and where corrective action is statutorily required to be address but have not had corrective action imposed in the RCRAInfo system. The Corrective Action Program requires owners or operators of RCRA facilities (or treatment, storage, and disposal facilities) to investigate and cleanup contamination in order to protect human health and the environment. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information system which provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS).

RCRASUBC Resource Conservation & Recovery Act - Subject to Corrective Action Facilities

VERSION DATE: 07/12/16

This database includes hazardous waste sites which are potentially subject to corrective action regardless of whether they have correction action underway, plus any sites showing a corrective action event of RFI or beyond in the RCRAInfo system. Sites conducting corrective action under analogous state authorities are also included. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information system which provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS).

RODS Record of Decision System

VERSION DATE: 07/01/13

These decision documents maintained by the United States Environmental Protection Agency describe the chosen remedy for NPL (Superfund) site remediation. They also include site history, site description, site characteristics, community participation, enforcement activities, past and present activities, contaminated media, the contaminants present, and scope and role of response action.

Environmental Records Definitions - STATE (AZ)

EUR Environmental Use Restriction Sites

VERSION DATE: 08/01/14

The Arizona Department of Environmental Quality maintains this inventory of DEUR and VEMUR sites. A Declaration of Environmental Use Restriction (DEUR) is a restrictive land use covenant that is required when a property owner elects to use an institutional (i.e., administrative) control or engineering (i.e., physical) control as a means to meet remediation goals. The DEUR runs with and burdens the land, and requires maintenance of any institutional or engineering controls. A Voluntary Environmental Mitigation Use Restriction (VEMUR) is a restrictive land use covenant that, prior to July 18, 2000, was required when a property owner elected to remediate the property to non-residential uses. Effective July 18, 2000, the DEUR replaced the VEMUR as a restrictive use covenant. Arizona Revised Statute §39-121.03(A) authorizes state agencies to charge for the reproduction of the public record based on the "value of the reproduction on the commercial market as best determined by the public body" when a records request is for a "commercial purpose" as defined by the statute. ADEQ has determined that requests for this data list meet the requirements of a commercial purpose. For this reason, GeoSearch is limited in obtaining frequent updates based on the associated costs.

SPILLS Spills Database

VERSION DATE: 11/15/07

The Arizona Department of Environmental Quality's (ADEQ) Emergency Response Unit works to minimize injuries, deaths, property damage and threats to human health and the environment from chemical spills, fires, explosions and other pollutant releases by stabilizing emergency incidents through its role as the environmental support agency of the state of Arizona Emergency Response and Recovery Plan. The ADEQ began tracking spills in this database in 1984, and last updated the database on November 15, 2001. For records of incidents after this date, see the National Response Center database (ERNS).

UST Underground Storage Tanks

VERSION DATE: 10/04/16

The Tank Programs Division of the Arizona Department of Environmental Quality regulates any underground storage tank (UST) containing petroleum or hazardous substances larger than 110 gallons and operated on or after Jan. 1, 1974, with the exception of those used for on-site heating such as home heating oil USTs. These sites include marketers who sell gasoline to the public (such as service stations and convenience stores) and non-marketers who use tanks solely for their own needs (such as fleet service operators and local governments).

CLOSEDSWF Closed Solid Waste Facilities

VERSION DATE: 04/30/15

According to Arizona Revised Statutes, Chapter § 49-701, a "Closed solid waste facility" is defined as any of the following: A solid waste facility that ceases storing, treating, processing or receiving for disposal solid waste before the effective date of design and operation rules for that type of facility adopted pursuant to section 49-761; A public solid waste landfill that meets any of the following criteria: ceased receiving solid waste prior to July 1, 1983, ceased receiving solid waste and received at least two feet of cover material prior to January 1, 1986,

Environmental Records Definitions - STATE (AZ)

and/or received approval for closure from the department. This database has not been updated by the Arizona Department of Environmental Quality since 1999.

LUST Leaking Underground Storage Tanks

VERSION DATE: 11/07/16

The Tank Programs Division of the Arizona Department of Environmental Quality (ADEQ) defines a leaking underground storage tank (LUST) as a UST that leaked some petroleum or hazardous substances into the soil or ground water. All LUSTs require an investigation and possible cleanup. Generally, releases from regulated USTs are the responsibility of the ADEQ UST Corrective Action Section. ADEQ does not regulate releases from unregulated USTs or above ground storage tanks.

OPENLF Open Landfill Facilities

VERSION DATE: 06/01/14

This database is provided by the Waste Programs Division's Solid Waste Management Section of the Arizona Department of Environmental Quality (ADEQ) and includes the following types of open landfills: Not ADEQ Regulated Landfills, Non-Municipal Solid Waste Landfills, Private Landfills, Municipal Solid Waste Landfills, and Native American Landfills.

SHWS State Hazardous Waste Sites

VERSION DATE: 08/03/95

The Arizona CERCLIS Information Data System (ACIDS) list was used by the Arizona Department of Environmental Quality Superfund Programs Section (SPS) prior to July 2000. The ACIDS list consists of locations subject to investigations concerning possible contamination of soil, surface water, or groundwater under the State Water Quality Assurance Revolving Fund (WQARF) and Federal CERCLA programs. The ACIDS list has been archived and is no longer being distributed or updated. The ACIDS list has been replaced by the Arizona Superfund Program List (ASPL).

VRPBF Voluntary Remediation Program and Brownfields Program Sites

VERSION DATE: 08/17/15

The Waste Programs Division of the Arizona Department of Environmental Quality (ADEQ) maintains this listing of Voluntary Remediation Program (VRP) and Brownfields Program sites. As stated by the ADEQ, Brownfields remediation project sites are required to apply for, and be accepted into the VRP. Oversight by the VRP helps ensure the Brownfields remediation projects protect human health and the environment. Through VRP, interested parties investigate and clean up soil and groundwater contaminated sites in cooperation with ADEQ. ADEQ reviews proposed voluntary remedial actions and provides a determination of no further action after successful site cleanup. Arizona Revised Statute §39-121.03(A) authorizes state agencies to charge for the reproduction of the public record based on the "value of the reproduction on the commercial market as best determined by the public body" when a records request is for a "commercial purpose" as defined by the statute. ADEQ has determined that requests for this data list meet the requirements of a commercial purpose. For this

Environmental Records Definitions - STATE (AZ)

reason, GeoSearch is limited in obtaining frequent updates based on the associated costs.

ASPL Arizona Superfund Program List

VERSION DATE: 07/01/16

The Arizona Superfund Program List is comprised of the following elements: Water Quality Assurance Revolving Fund (WQARF) Registry sites, National Priorities List (NPL) sites and Department of Defense (DOD) sites requiring Arizona Department of Environmental Quality (ADEQ) Superfund Programs Section oversight. Prior to July 5, 2000, the ADEQ Superfund Programs Section published a list of sites entitled "Arizona CERCLIS Information Data System" (ACIDS). The ACIDS list has been replaced as an active list by the ASPL.

WQARF Water Quality Assurance Revolving Fund Program Registry

VERSION DATE: 07/01/16

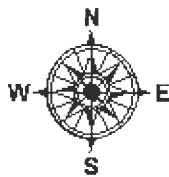
The Arizona Department of Environmental Quality states that a WQARF (water quality assurance revolving fund) site is defined in statute as the "geographical areal extent of contamination" (Arizona Revised Statutes § 49-281.14). The Remedial Projects Section uses the Arizona Water Quality Assurance Revolving Fund (WQARF), created under the Environmental Quality Act of 1986, to support hazardous substance cleanup efforts in the state. ADEQ established a registry of sites in Arizona where groundwater and/or soil contamination is present and qualify for funds from the Water Quality Assurance Revolving Fund (WQARF). Sites on the WQARF Registry are evaluated and given a score based on the type and location of contaminant(s) and the possibility for human exposure to the contaminant(s) present. The scores are used to help determine relative risk at the site, but do not necessarily indicate a direct risk to people or the environment. The maximum score a site can receive is 120.

APPENDIX F
LOCAL RECORDS INFORMATION

Nearby Wells Within 1/8-Mile



- Registered Well(s)*
- Selected Well
- Selection Area
- CAP Aqueduct
- River
- Interstate
- State Route
- US Route



0.10.050 0.1 Miles



For more information about this map contact:
Arizona Department of Water Resources
3550 N Central Avenue
Phoenix, AZ 85012
Phone: (602) 771-8500 or 1-800-352-8488

Map created on 1/23/2017

*Locations are approximate and based on the well's legal description



Community Development

Real Property

Date: December 7, 2017

To: City of Surprise City Council

From: Lari Beth Kirkendall, Real Property Manager

Re: Donation of Land near El Mirage and Bell Road

The City has been offered a land donation of 35.92 acres near El Mirage and Bell Road. The land has been identified for use as open space and a trail system. The current owner of the land had a valuation prepared for the City by a certified appraiser. The value associated with this property is \$1,400,000.00.



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

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

Council Meeting Date:	December 19, 2017	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the License Agreement granting Accipiter Communications Inc. doing business as (DBA) Zona Communications the non-exclusive revocable license to use public streets, roads and alleys for installation, operation, and maintenance of fiber optic cable; Resolution # 2017-135.

Motion:

I move to approve Resolution # 2017-135.

Background:

Zona communications desires the ability to install, operate, maintain and repair cable bundles of multiple optical fibers that is routed through underground conduits (Fiber Optic Cable) within the right-of-way for the purpose of providing telecommunication services. Typically, dry utilities such as fiber optic cable are installed within public utility easements and city right-of-way. Much of Zona's service area does not have public utility easements granted on rural private properties. A majority of Zona's lines will be located within public right-of-way in these areas to enable service to their clients. This resolution will grant Zona communication permission via license agreement to install, operate, maintain and repair Fiber Optic Cable within the City's right-of-way

Objective Analysis:

This agreement will allow Accipiter to install fiber optic cable within the city right-of-way, providing residents and commercial businesses with telecommunication services such as internet, phone and cable. There are several locations in the city that do not have fiber optic cable available in their area and installation of these lines will provide additional service options for residents and businesses. Work within the right-of-way has impacts on traffic flow and the condition of public infrastructure, although traffic control plans and construction inspection are required to mitigate these impacts.

Policy Compliant:

The City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City's boundaries pursuant to the Surprise City

Code, and by virtue of federal (47 U.S.C. 253) and state statutes (including, but not limited to, A.R.S. 9-581, 9-582, and 9-583), by the City's police powers, its authority over City's public right-of-way, and its other governmental powers and authority.

Financial Impact:

There is no financial impact on the City it is anticipated that, Zona communications will be responsible for maintenance and improvement costs for their facilities and any work performed within the City's Right-of-Way.

Budget Impact:

This action does not impact current budget and future budgets.

FTE Impact:

There is no FTE impact with this item.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2017-135](#)
 - ☐ [License Agreement](#)
 - ☐ [Signed Agreement](#)
-

RESOLUTION # 2017-135

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA GRANTING TO ACCIPITER COMMUNICATIONS INC. DBA ZONA COMMUNICATIONS, THE NON-EXCLUSIVE REVOCABLE LICENSE TO USE PUBLIC STREETS, ROADS AND ALLEYS FOR INSTALLATION, OPERATION, AND MAINTENANCE OF FIBER OPTIC CABLE; AND IMPOSING CONDITIONS, OBLIGATIONS, AND RESTRICTIONS UPON THE USE OF THE PUBLIC RIGHTS OF WAY.

WHEREAS, Accipiter desires the ability to install, operate, maintain and repair cable containing bundles of multiple optical fibers that is routed through underground conduits, ("Fiber Optic Cable") within the City's rights-of-way for the purpose of providing telecommunication services;

WHEREAS, City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City's boundaries pursuant to the Surprise City Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, A.R.S. §§ 9-581, 9-582, and 9-583), by the City's police powers, its authority over City's public right-of-way, and its other governmental powers and authority;

WHEREAS, the Mayor and Council have determined that it will be beneficial to the city to grant said license to Accipiter.

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

Section 1. Accipiter Communications is hereby granted a non-exclusive revocable license to construct, operate, and maintain a Fiber Optic Cable within the City's rights-of-way subject to the terms and conditions of the Wired Telecommunications License Agreement Between the City of Surprise and Accipiter Communications Inc. DBA Zona Communications, attached hereto as Exhibit A.

Section 2. The Wired Telecommunications License Agreement Between the City of Surprise and Accipiter Communications Inc. DBA Zona Communications, attached as Exhibit A, is hereby incorporated by reference and approved.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

**WIRED TELECOMMUNICATIONS LICENSE
AGREEMENT BETWEEN THE CITY OF
SURPRISE AND ACCIPITER COMMUNICATIONS
INC. DBA ZONA COMMUNICATIONS**

This Telecommunications License Agreement (“License” or “Agreement”) is entered into this ____ day of _____, 2017 by and between the City of Surprise, an Arizona municipal corporation (“City”) and Accipiter Communications Inc., dba Zona Communications (“Accipiter”), a Nevada corporation (collectively “Parties”).

RECITALS

WHEREAS, City owns public street and alley right-of-way and public utility easements within the boundaries of the City of Surprise;

WHEREAS, Accipiter has represented to and provided documents to the City which establish that the Arizona Corporation Commission determined in an Opinion and Order, Decision No. 59346, dated October 11, 1995, that Accipiter is a fit and proper entity to receive a Certificate of Convenience and Necessity authorizing it to construct, operate and maintain facilities to furnish telecommunication service [as defined by state law] to the public, which make this License for the use of the City’s Right-of-way necessary;

WHEREAS, Accipiter desires the ability to install, operate, maintain and repair cable containing bundles of multiple optical fibers that is routed through underground conduits, (“Fiber Optic Cable”) within the right-of-way for the purpose of providing telecommunication services, as authorized by the Arizona Corporation Commission Decision No. 59346, subject to the requirements of this License;

WHEREAS, City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City’s boundaries pursuant to the Surprise City Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, A.R.S. §§ 9-581, 9-582, and 9-583), by the City’s police powers, its authority over City’s public right-of-way, and its other governmental powers and authority;

WHEREAS, City desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Accipiter a License to install, operate, maintain and repair Fiber Optic Cable within the City’s right-of-way;

WHEREAS, Accipiter agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Accipiter in the City right-of-way, and to comply with such other mapping requirements as City may establish from time to time; and

WHEREAS, Accipiter will secure the appropriate licenses, encroachments and other permits required by the City for the placement of its Fiber Optic Facilities within City right of way; and

WHEREAS, Accipiter has agreed to comply with public property use requirements that City has and may establish from time to time.

NOW THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Accipiter, and the covenants and agreements contained herein to be kept and performed by Accipiter, and for other good and valuable consideration, the City hereby grants to Accipiter a telecommunication license ("License") and permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

SECTION 1. Permission to Use Right-of-Way

1.1 Subject to the provisions contained within this License, the Surprise City Code, and Arizona and federal law, City hereby grants to Accipiter a non-exclusive revocable license to use the designated portions of the City right-of-way ("ROW") subject to and conditioned upon Accipiter's full, timely, complete and faithful performance of all obligations to be performed or required hereunder by Accipiter, and Accipiter hereby accepts the terms and conditions of this License.

1.2 Accipiter's current route for its Fiber Optic Cable is generally shown on Exhibit A ("Route"). Accipiter shall use only the portions of this Route solely to construct, install, operate, maintain, use, and repair Fiber Optic Cable and shall conduct no other activity at or from those designated portions of the ROW. Exhibit A.

1.3 The Telecommunications License granted by this Agreement does not allow Accipiter to provide one-way transmissions by anyone directly to customers or any other type of video programming or other programming or transmission within the City that may be subject to a cable television license or franchise within the City's boundaries.

1.4 If Accipiter ever obtains or seeks federal, state or local approval to provide a cable system or open video system over the Fiber Optic Networks within the City, this License and Agreement shall remain in effect according to its terms and Accipiter shall continue to pay any fee required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise.

1.5 Accipiter shall comply with all applicable laws as amended from time to time, including but not limited to, the Surprise City Code, Arizona, and federal law in the exercise and performance of its rights and obligations under this Agreement. If it is necessary for Accipiter to comply with any law or regulation of the FCC or the ACC to engage in the business activities anticipated by this Agreement, Accipiter shall comply with such laws or regulations. Provided, however, no such law or regulation of the FCC or ACC shall enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

SECTION 2. Non-Exclusive Rights/Priority Rights

2.1 This grant is not exclusive and nothing herein contained shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm or corporation, or to deny to or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

2.2 Any and all rights granted to Accipiter shall be subject to the prior and continuing right of City to use the ROW exclusively or concurrently, with any other person or persons, and to manage City's own facilities. Any and all rights granted to Accipiter shall also be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this License shall be construed to grant, convey, create or vest a perpetual real property interest in land to Accipiter, including any fee or leasehold interest, easement, or any franchise rights.

2.3 Any right or privilege claimed pursuant to this Agreement by Accipiter for any use of any public ROW shall be subordinate to: A) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; B) any prior lawful occupancy or use thereof by any other person; and C) to any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with property rights established independently of this Agreement.

2.4 There is hereby reserved to City every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance or law, and Accipiter by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the City in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of City.

2.5 Accipiter accepts the risk that there may now or in the future exist all manner of work and improvements upon the ROW ("Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning, or other dealing with any or all of the following, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description (ii) all manner of other transportation facilities and their appurtenances (iii). all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances (v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the right-of-way that the City may permit from time to time.

2.6 Nothing in this Agreement shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities and/or the ROW, and for that purpose to require Accipiter, at no expense to the City, to remove, relocate or abandon in place Accipiter's Fiber Optic Cable in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Accipiter, however caused, because of damage, modification, alteration, or destruction of its Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of City facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

SECTION 3. Notice of Other Users

3.1 Accipiter may enter into contracts with unrelated third parties ("Users") in the ordinary course of Accipiter's business for use of the Conduit Systems and/or Fiber Optic Networks within the portions of the ROW subject to this Agreement. Such contracts ("User Contracts") shall be subject to all requirements and provisions of this Agreement and the following:

3.1.1 No person shall transmit data over the Fiber Optic Networks or otherwise use the Conduit System(s) except under a User Contract with Accipiter.

3.1.2 Such Users shall not perform any construction, maintenance, repair or other work of any kind in the ROW related to the Fiber Optic Networks or Conduit System(s) and the identity of such Users must be disclosed to the City upon request, but such information will be considered confidential if consistent with state public record law. All User Contracts

shall prohibit such Users from performing any construction, maintenance, repair or other work of any description in the ROW related to the Fiber Optic Networks or Conduit System(s), unless such Users have an agreement with the City.

3.1.3 In the event the User Contract provides for the User to construct, install, operate or maintain any portion of the Fiber Optic Networks or Conduit System(s) within the route in the ROW, no such arrangement shall proceed until the User enters into an Agreement with the City for use of the City's ROW.

3.2 Accipiter shall cause to comply with this Agreement all persons using the ROW through or under Accipiter or this Agreement. Accipiter is responsible for any violations of this Agreement by persons using the ROW through or under Accipiter or this Agreement.

SECTION 4. Description of the Fiber Optic Facilities Routes

4.1 Accipiter's current route for its Conduit Systems and Fiber Optic Networks is generally shown on Exhibit A ("Route").

SECTION 5. Regulatory Conditions Relating to Right-of-Way Usage

For purposes of this Agreement, whenever work is done in the ROW, Accipiter agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all persons, firms, partnerships, corporations, associations or other organization, or a combination of any of them, including any subcontractor hired and/or used by Accipiter, that performs services or provides goods relating to this Agreement ("Contractors") and that the obligations of Sections 5 and 6 of this Agreement are imposed on both Accipiter and any of its Contractors, who will be considered Accipiter's representatives and for whom Accipiter will be responsible. Accipiter will ensure that Accipiter and its representatives comply with Public ROW use requirements as follows:

5.1 Accipiter is completely responsible for ensuring that its Fiber Optic Cable is constructed, installed, operated, repaired, and/or maintained in accordance with the Surprise City Code and established practices with respect to such public ROW and easements such as the proper permits being applied for prior to commencing any work and that the terms and conditions of such permits are strictly followed.

5.2 Accipiter's use of the public ROW and easements under the control of the City shall be according to plans approved by the City Engineer, provided that such approval shall not be unreasonably withheld or delayed.

5.3 The Fiber Optic Cable to be constructed, installed, operated, maintained, upgraded and removed hereunder, shall be so located or relocated as to interfere as little as possible with traffic or other authorized uses within said public ROW and easements. Any phases of construction and/or installation relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of said Facilities shall be subject to regulation by the City Engineer.

5.4 The City may issue reasonable policy guidelines to all telecommunications services licensees and permittees to establish procedures for determining how to control issuance of engineering permits to multiple licensees for the same one-mile segments of their facilities. Accipiter agrees to cooperate with the City in establishing such policy and comply with the procedures established by the City Manager or his designee to coordinate the issuance of multiple engineering permits in the same one-mile segments.

5.5 Accipiter and its representatives shall be subject to the City's exercise of such police, regulatory and other powers as it now has or may later obtain, and a License may not waive the application of the same. City shall have continuing jurisdiction and supervision over any facilities located within or on public ROW. Daily administrative, supervisory, and enforcement responsibilities shall be delegated and entrusted to the City Manager or designee to interpret, administer and enforce the provisions of this License and Agreement.

SECTION 6. Plan Approval, Permits, and Inspection

6.1 No Fiber Optic Cable shall be installed, constructed, located on, or attached to any property within the City until Accipiter has applied for and received approval for permits from the City Engineer. Accipiter shall be solely responsible for any and all acts, errors, omissions and negligence of its Contractors who are involved in the installation, construction, maintenance, repair, location, relocation and any other activity involving Accipiter's Fiber Optic Cable subject to this License. Additionally, Accipiter and its Contractors shall comply with all other provisions of the Surprise City Code, including, but not limited to off-site construction, regarding streets and sidewalks, and other applicable City and/or Maricopa County regulations. All rights hereunder are granted under the express condition that the City shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Accipiter's use of the public ROW as may be deemed best for the public interest, safety, or welfare to the same extent that such restrictions and limitations are applied to all non-governmental users of the public ROW.

6.2 Accipiter shall submit the applicable Permit Application(s) together with the details, plans and specifications for City review and approval, and pay all applicable application, review and inspection fees prior to any and all construction work performed pursuant to the rights granted under this License. Accipiter and/or its Contractors shall abide by all stipulations of all licenses and permits issued. If Accipiter desires to change the location of any portion of the Conduit System(s) and/or Fiber Optic Cable, including any related facilities or equipment, from that set forth in the initial Permit Application, Accipiter shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed, subject to the provisions of Section 6.4.

6.3 The City may issue reasonable policy guidelines to all licensees/users of the ROW to establish procedures for determining how to control issuance of engineering permits to multiple licensees/users for the same one mile segments of their Facilities. Accipiter agrees to cooperate with the City in establishing such policy and to comply with the procedures established by the City Engineer or designee to coordinate the issuance of multiple engineering permits in the same one mile segments.

6.4 City will approve or deny such applications based on the availability of space at the location sought by Accipiter, safety and other considerations in accordance with the City's Code and practice, applicable ROW construction regulations and other applicable law. Accipiter and/or its Contractor(s) agree to comply with the terms of any City-issued licenses and permits.

6.5 Any new Fiber Optic Cable placed in the ROW will be constructed using industry standard boring and trenching construction methods. Other material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Accipiter and/or its Contractors will install any new Conduit and access points (manholes/pull boxes) using industry standard practices and in full compliance with Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG"), the City's

supplements to MAG, and the City of Surprise Engineering Development Standards.

6.6 If Accipiter desires to change the components of any of the Fiber Optic Cable, written approval, which shall not be unreasonably withheld or denied, of such change must be obtained from a representative of the City Engineer.

6.7 The City shall have the right to inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it shall find necessary to meet City standards and the MAG Uniform Standard Specifications and Standard Details for Public Works Construction and any and all applicable City of Surprise Supplements thereto and to ensure compliance with the terms of this License and other pertinent provisions of law.

6.8 Any new Conduit System(s) and/or Fiber Optic Network(s) shall be installed in multiple phases as agreed upon by Accipiter and the City. If portions of a project will take place on the major arterial streets in City, Accipiter and City will work to minimize the inconvenience to the citizens of City and others who use those major arterial streets impacted by the project by developing segments of the project to be completed in sequence.

6.9 Any Fiber Optic Cable to be constructed, installed, operated, repaired, and maintained under this Agreement shall be located or relocated so as to interfere as little as possible with traffic or other authorized uses over, under or through said streets and public ways. Accipiter shall not install, operate, or allow the use of Equipment, methodology or technology that may or would interfere with the optimum effective use or operation of City's existing or future fire, emergency or other communications equipment, methodology or technology (i.e., voice or other data carrying receiving or transmitting equipment). If such interference should occur, Accipiter shall immediately discontinue using the Equipment, methodology or technology that causes the interference until Accipiter takes corrective measures to alter the Fiber Optic Network(s) to eliminate such interference. Any such corrective measures shall be made at no cost to City. Accipiter shall be responsible to ensure compliance with this Agreement by all persons using any or all of Accipiter's Conduit Systems.

6.10 Accipiter's installation of Fiber Optic Cable shall be reasonably coordinated with other utilities and City to accommodate opportunities for common installation, i.e. co-location, along with Accipiter's Route as set forth in this Agreement. All installations of cable and/or fiber shall be in Conduit approved by the City Engineer; provided, however, nothing herein shall require Accipiter to incur any material additional expense to accommodate common installations.

6.11 Although the exact placement and location of any additional Fiber Optic Cable shall be determined by City through the permit process, Accipiter has expressed its intent and City has expressed its desire to have any Fiber Optic Cable installed outside of the paved street areas whenever such location is feasible and reasonable. Further, if it is the intent and desire of Accipiter for the Conduit Systems to be placed by directional boring under such streets when feasible and reasonable, bore profiles based on vacuum pothole information shall be part of the engineered plans submitted to the City. Arterial streets shall not be bored unless approved by the City Engineer. In the event that a street opening in pavement cannot be avoided, Accipiter agrees to pay a fee in accordance with the City of Surprise Development Services Fee Schedule, as amended from time to time, and the Surprise City Code.

6.12 Accipiter shall also provide and identify a representative, such as a project manager, who shall be the contact person for the City during any construction periods.

6.13 Accipiter shall provide written notice to the owners or other persons having lawful control of adjoining property of any activity by Accipiter that may interfere with access to any adjoining

property during all construction activities or other operations, except to the extent that this requirement of maintaining access is waived in writing by the owner or other person having lawful control of such adjoining property.

6.13.1 If an emergency requires activity without such written notice, Accipiter shall use commercially reasonable efforts to provide timely actual notice to the owners or other persons having lawful control of the adjoining property. Upon request, Accipiter shall promptly furnish to City documentation of such permission from such other affected property owner.

6.14 Whenever Accipiter or its Contractors shall cause any opening or alteration to be made for any purpose in any public streets or public places the opening or alteration shall be completed and restored with due diligence within seven (7) business days, weather permitting. Accipiter shall upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Accipiter or its Contractors to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

6.15 Traffic Control.

6.15.1 Traffic control shall comply with the City of Surprise Temporary Work Zone Traffic Management Policy and follow the guidelines contained in the latest editions of the Manual on Uniform Traffic Control Devices (MUTCD); and/or the City of Phoenix Traffic Barricade Manual and any Special Provisions included herein.

6.15.2 At the time of the pre-construction conference, Accipiter shall designate an American Traffic Safety Services Association (ATSSA) certified individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. Any entity wishing to obtain a permit to place, maintain, and/or remove temporary traffic control within the City of Surprise shall obtain an annual traffic control permit from the City per the City of Surprise Temporary Work Zone Traffic Management Policy. At the same time, the City shall designate a representative who will be responsible for ensuring that all traffic control and traffic control alterations are implemented per the traffic control specifications as defined in the approved traffic control plan.

6.15.3 Accipiter shall have the full responsibility and liability for traffic control for a project. Accipiter shall submit a Traffic Control Plan to Traffic Engineering for approval – five (5) business days prior to beginning work under this Agreement. It shall be noted that Traffic under this Agreement shall include all motor vehicles, bicyclists, and pedestrians. Accipiter shall not begin construction until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of construction; otherwise, construction will cease until the Traffic Control Plan is approved.

During construction it may be necessary to alter traffic control as approved by Traffic Engineering. Alterations to traffic control shall be in accordance with City of Surprise Temporary Work Zone Traffic Management Policy, the latest edition of the Manual on Uniform Traffic Control Devices the latest edition of the City of Phoenix Traffic Control Manual. The most restrictive manual shall apply. Accipiter shall pay any and all applicable barricade fees.

6.15.4 In the event Accipiter or its Contractors damages any traffic signal equipment, traffic signal conduit, loop detectors and/or circuits, it shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience which is pre- approved by the City. Any damage repaired by the City will be billed to Accipiter at cost.

6.15.5 Accipiter shall notify all adjacent or affected residents or businesses in advance of any street, alley, sidewalk, and driveway closures per the Temporary Work Zone Traffic Management Policy and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

6.15.6 Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Traffic Engineering.

6.16 Accipiter and/or its Contractors shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site and public ROW in a safe, neat and clean condition.

6.17 Accipiter and Accipiter's Contractors shall be solely and completely responsible for the conditions of any job site where the infrastructure is being placed, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Accipiter's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Accipiter from compliance with these provisions.

6.18 Blue Stake. Accipiter and its Contractors shall comply with A.R.S. §§ 40-360.21 through 40-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Accipiter's Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the City Engineer.

SECTION 7. Hazardous Substances

Accipiter's and its Contractors' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act 42 U.S.C. §§ 9601, et. seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq., or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances");

7.1 Accipiter and/or its Contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

7.1.1 Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such

vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery.

7.1.2 Electric backup batteries.

7.2 Accipiter and/or its Contractors shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by City.

7.3 Accipiter and/or its Contractors shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

7.4 In addition to, and without limitation of any other indemnities or obligations, Accipiter shall pay any damages incurred and indemnify, defend and hold City harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW used that is attributable to or caused by Accipiter and/or its Contractor(s).

7.5 Accipiter and/or its Contractors shall immediately notify City of any Toxic Substance at any time discovered or existing upon the ROW. Accipiter is not responsible for Toxic Substances that may exist at the ROW if Accipiter's Contractors and/or any other persons using the ROW under this Agreement did not do any of the following:

- 7.5.1 Participate in the Toxic Substance coming to the ROW
- 7.5.2 Fail to immediately report the Toxic Substance to City
- 7.5.3 Participate in spreading or otherwise disturbing the Toxic Substance
- 7.5.4 Exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance

7.6 Accipiter understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Accipiter acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

7.7 Within twenty-four (24) hours after any violation by Accipiter and/or by its Contractors of this Agreement pertaining to Toxic Substances, Accipiter shall give City notice reporting such violation.

SECTION 8. On-Call Assistance

8.1 Accipiter shall be available to staff employees of any City department having jurisdiction over Accipiter's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Network. City may contact by telephone the network control center operator at the following phone number 623-455-4555 regarding such problems or complaints, and may use that number in order to reach Accipiter at any time for any emergency matter. Accipiter shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Accipiter shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence.

SECTION 9. Mapping Requirement

9.1 Accipiter shall maintain As-Built Drawings of its Fiber Optic Cable located within the

ROW and furnish a copy both electronically in a mapping format compatible with the current City electronic mapping format as specified by the City and in hard copy form. Upon completion of new or relocation construction of Fiber Optic Cable in the ROW, Accipiter shall create and maintain precise, up-to-date maps of any of its Conduit System and/or Fiber Optic Cable routes located in the ROW and precise and verifiable horizontal and vertical location information and will make this information available to the City.

SECTION 10. Relocation

10.1 Accipiter shall relocate at no expense to the City any Fiber Optic Cable or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose or any City project whenever directed to do so by City. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the City, Accipiter shall remove the designated portions of the Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Accipiter shall take reasonable steps to remove the Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the City.

10.2 Accipiter agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating or reconstructing any portion of its Fiber Optic Cable on public property or ROW. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Accipiter is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the Facilities. Accipiter will maintain any annual permits required by the City for such maintenance and emergency repairs. Accipiter will notify City before the repairs and will apply for and obtain the necessary permits in a reasonable time after notification.

10.3 If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 21.

SECTION 11. Expansion or Extension of the Current Use Area

11.1 Any further expansion and/or extension of Accipiter's Fiber Optic Network and or empty Conduit placement outside the current Route shall require written approval from the City Manager or the City Engineer, as his or her designee, who may refer the matter to the City Council for approval.

11.2 Accipiter agrees that such further expansions and/or extensions beyond the Route shall be at all times governed by the terms and conditions of this Agreement.

11.3 Requests for expansions and/or extensions should identify the route, number of conduits, size of conduits, fiber count and intended use.

SECTION 12. Damage to Public Property.

12.1 In addition to any indemnity obligation under this License, whenever the installation, use, maintenance, removal, or relocation of any of Accipiter's Fiber Optic Cable is required or permitted hereunder, and such installation, removal or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located

thereon, therein, or thereunder, however such damage or disturbance was caused, Accipiter, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. If Accipiter does not repair the damage or disturbance as just described, then City shall have the option, upon ten (10) business days' prior written notice to Accipiter, to perform or cause to be performed such reasonable and necessary work on behalf of Accipiter and to charge Accipiter for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates.

12.2 Notwithstanding the notice provision above, in the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to Accipiter, such reasonable and necessary work on behalf of Accipiter to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. The City shall provide written notice to Accipiter of the repairs as soon as practicable after the work has begun. Accipiter agrees that any severed City-owned fiber must be completely repaired or replaced to the nearest splice point and any damaged City-owned Conduit must be replaced or repaired and restored to its original condition. If the City needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from Accipiter and may draw upon the performance bond and/or letter or credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Accipiter as required by Section 12.3 below.

12.3 Upon the receipt of a demand for payment by City, Accipiter shall, within thirty (30) days, reimburse City for such costs.

12.4 For any pavement cuts by Accipiter, Accipiter agrees to restore the pavement.

SECTION 13. Public Emergency Disruption by City.

13.1 City shall have the right, because of a public emergency, to sever, disrupt, relocate, remove, tear out, dig-up or otherwise damage and/or destroy Fiber Optic Cable of Accipiter without any prior notice to Accipiter, if the action is deemed reasonably necessary by either the City Manager, Fire Chief, Police Chief, City Engineer, or Public Works Director or designee. In such event, neither the City nor any agent, contractor or employee of City shall be liable to Accipiter, its Contractors or its customers for any harm so caused to them or the Facilities. When practical and if possible, City will consult with Accipiter in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Fiber Optic Networks. City shall inform Accipiter of any actions taken. Accipiter shall be responsible for repair at its sole expense of any of its Facilities damaged pursuant to any such action taken by City related to the public emergency.

SECTION 14. Public Safety/Public Emergency.

14.1 If any of Accipiter's Fiber Optic Cable or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, or to City's ability to safely and conveniently operate the ROW or perform City's utility, public safety and/or other public health, safety and welfare functions, then Accipiter shall immediately remedy the hazard, comply with City's request to secure the route area, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment.

14.2 In the event of a public emergency, neither the City nor any agent, contractor or employee

of the City shall be liable to Accipiter or its Contractors or its customers or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding to such public emergency. When practical and if possible, City will consult with Accipiter in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or the Fiber Optic Cable involved.

SECTION 15. Effective Date and Validity of Agreement

15.1 This Agreement is effective upon signature by Accipiter and the approval and execution of it by the Surprise City Council.

15.2 Accipiter shall acknowledge that as a condition of acceptance of this Agreement, Accipiter was required to be represented throughout the negotiations of the Agreement by its own attorneys and Accipiter had the opportunity to consult with its own attorneys about its rights and obligations regarding this Agreement. Accipiter has reviewed City's authority to execute and enforce this Agreement and has reviewed all applicable law, both federal and state, and, after considering same, Accipiter acknowledges and accepts the right and authority of City to execute this Agreement and to enforce the terms herein.

SECTION 16. Term

16.1 The right, privilege and license granted herein shall continue and exist for a period of five (5) years from the effective date hereof unless sooner revoked as provided in this Agreement. No provision of this License may be construed to grant any automatic extension, renewal, or replacement thereof.

SECTION 17. Modification, Renewal, Extension

17.1 If Accipiter wishes to renew its License and continue using the ROW, then at least one hundred and eighty (180) days prior to the expiration of this License and Agreement, Accipiter shall apply to the City for a new License and Agreement in accordance with the then existing federal, state, and local laws.

17.2 City shall have the right to renegotiate any of the terms from the prior agreement. Accipiter understands that the City may adopt future code amendments and/or fee schedules relating to the use of the ROW, which may replace in its entirety the current fees and other costs imposed upon Accipiter under this Agreement. Accipiter acknowledges the right of the City to adopt and implement such lawful code amendments and/or fee schedules.

17.3 If Accipiter's Fiber Optic Cable remains in the ROW, and Accipiter continues to use such Fiber Optic Cable beyond the expiration of the license term, the License shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed sixty (60) days beyond the expiration of the term, and no permits will be issued to Accipiter by the City until a new License has been approved by the City Council.

17.4 Failure by Accipiter to have a valid License to use the ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the City to Accipiter. If, however, Accipiter has timely filed its application and is in active negotiations with the City prior to the expiration of the License and Agreement, the City may, in its discretion, grant, extend, or take no action on permits issued to Accipiter prior to the expiration of this Agreement.

SECTION 18. Payments

18.1 By entering into this Agreement, neither party waives any current or future rights reserved under law or the Telecommunications Act of 1996, including but not limited to, those rights set forth in Sections 253(c), reserving the City's right to manage the public ROW and to require fair, non-discriminatory and reasonable compensation from Accipiter for use of the public ROW.

18.1.1 Competitively Neutral Annual Fee. In the event that the City negotiates an annual fee (pursuant to A.R.S. § 9-583(C)(2) as amended from time to time, which addresses payment of an annual fee based on the number of linear feet of trench that carry interstate traffic or any similar statute) with any other existing telecommunications licensees of the City during the term of this Agreement, the City will notify Accipiter in writing and will then levy an annual fee similar to the annual fee charged to the other licensee. The annual fee will be no higher than is legally permissible under A.R.S. § 9-583(C)(2), as amended from time to time.

18.2 For any annual payment(s) owed, Accipiter shall make such payment(s) to the City within ten (10) business days of the effective date of this License and by the anniversary of such effective date thereof for the duration of the term.

18.3 Permit Fees – Accipiter shall pay all applicable construction permit fees, which includes charges for encroachment permit applications, issuance, inspection, testing, plan review and any other fees adopted by City and applicable to persons doing work and/or encroaching in the City's ROW.

18.4 Damage Fees – Accipiter shall pay any reasonable costs associated with any damage caused to the ROW or public property

18.5 Pro-rated Fees – Within thirty (30) days after the issuance of a permit for the installation of additional footage of Conduit(s), if such installation subjects Accipiter to an annual fee pursuant to Section 18.1.1 above (if applicable), Accipiter will pay a pro-rated portion of the annual fee, as adjusted, per linear foot for that section of its expanded route. The prorated annual fee shall be determined by multiplying the annual footage fee, as adjusted, for the year of payment, by a fraction, the numerator of which is the number of full months between the month of issuance of the permit and the next following anniversary date of this Agreement and the denominator of which is twelve (12).

18.6 Accipiter agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, Accipiter shall pay interest on the amounts owed at the rate of one percent (1%) per month.

SECTION 19. Taxes

19.1 Accipiter shall pay any applicable city, county and state transaction privilege and use taxes. Such taxes are in addition to any non-tax amounts owed by Accipiter pursuant to Section 18. Accipiter consents to the disclosure of any and all information reported on Accipiter's transaction privilege tax returns by authorizing and allowing the City's tax collector to release such information to the City Manager or designees.

SECTION 20. Performance Bond

20.1 Prior to receiving any permit to construct, install, maintain or perform any work on public property, Accipiter shall cause to be filed and maintain until either completion of the construction

or termination of this Agreement as determined by Accipiter, a faithful performance bond in favor of City in the sum of One Hundred Thousand Dollars (\$100,00.00) or 125% of the amount of the construction costs (whichever is greater) to guarantee that Accipiter shall observe, fulfill and perform each and every term of this Agreement. In case of any breach of any condition of this Agreement, any amount of the sum of the bond, up to the whole thereof, may be forfeited to compensate City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Accipiter, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. City and Accipiter agree that the process and procedure for drawing upon, curing, and replenishing the performance bond shall be the same as set forth below for the security fund.

20.2 If Accipiter has completed the above construction and wants the bond released, the City will need to inspect and approve the construction prior to such release. However, a performance bond will be required for each subsequent or additional construction project and/or work on public property.

SECTION 21. Security Fund Account

21.1 Prior to applying for any permit to construct, install, maintain or perform any work in the public highways, public streets, public rights-of-way and public utility easements which requires a construction permit from the City pursuant to applicable City Codes, the Licensee shall deposit into a suitable interest-bearing account, established by the City, and the Licensee shall maintain on deposit through the term of this License, the sum of not less than Fifty Thousand Dollars (\$50,000.00) as security for the faithful performance by it of all the provisions of this License, and compliance with all orders, permits and directions of any agency of the City having jurisdiction over its acts or defaults under the License issued pursuant thereto, and the payment by the Licensee of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the Fiber Optic Cable. City shall have the full power of withdrawal of funds from the account except that all interest accrued shall be payable to the Licensee on demand. No withdrawals shall be made from the security fund account without the prior written approval of the City Engineer and ten (10) days' prior written notice of intent to withdraw to Accipiter.

21.2 Within twenty (20) days after notice to Accipiter that any amount has been withdrawn by City from the security fund account, Accipiter shall deposit a sum of money sufficient to restore such security fund account to the original amount.

21.3 If Accipiter fails, within ten (10) business days of a notice of intent to draw on either the security fund account, to either dispute the notice in writing; or pay City any taxes or fees due and unpaid; or fails to repay to City, within such ten (10) business days of such notice, any damages, costs or expenses which City shall be compelled to pay by reason of any act or default of Accipiter in connection with this Agreement; or fails, within thirty (30) days of such notice of failure by City to dispute the notice in writing, or comply with any provision of this Agreement which City reasonably determines can be remedied by an expenditure of funds from the cash deposit in the security fund account, City may immediately withdraw the amount thereof, with interest from the security fund account. Upon such withdrawal, City shall notify Accipiter of the amounts and date thereof.

21.4 The rights reserved to City, with respect to the security fund account, are in addition to all other rights of City whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such security fund account or letter of credit shall affect any other right City may have.

21.5 Accipiter shall be entitled to the return of such security fund, or portion thereof, as remains

on deposit at the expiration of the term of the License or upon termination of the License at an earlier date, provided that there is then no outstanding default on the part of the Licensee. Any funds that the City erroneously or wrongfully withdraws shall be returned to Licensee, within thirty (30) business days of such a determination.

SECTION 22. Insurance

22.1 Minimum Limits of Insurance. Accipiter shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercial general liability insurance against claims for bodily injury (including death) or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission or negligence of Accipiter or its officers, agents, representatives, or employees during all times that this License and Agreement is in effect. Limits may be attained by a combination of primary and umbrella liability coverage. Accipiter shall maintain limits no less than those stated herein for each type of insurance.

22.2 General Requirements. Accipiter's insurance of the types and amounts required in this Section shall be from companies possessing a current A.M. Best, Inc. rating of A-VII, or better and legally authorized or permitted to do business in the State of Arizona.

22.2.1 All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement and may result in termination of this Agreement.

22.2.2 The insurance coverage, except workers' compensation and employer's liability, and professional liability, required by this Agreement, shall include City, its agents, representatives, directors, officials, and employees, as additional insureds as their interest may appear, and shall specify that insurance afforded Accipiter shall be primary insurance, and that any self-insured retention and/or insurance coverage carried by City or its employees shall not contribute to the coverages provided by Accipiter. This provision and the inclusion of the City as an additional insured shall not be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(ies).

22.2.3 The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) for workers' compensation against City, its representatives, officers, directors, officials and employees for any claims arising out of Accipiter's acts, errors, mistakes, omissions, work or service.

22.2.4 The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Accipiter who shall be solely responsible for the deductible and/or self-insured retention. The amounts of any deductibles and/or self-insured retentions shall be noted on the Certificate of Insurance. City, at its option, may require Accipiter to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable letter of credit.

22.2.5 All policies shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to City.

22.2.6 Accipiter shall be responsible for ensuring that the City is notified within thirty (30)

days of the occurrence of any reduction in the insurance coverage amounts, cancellation or expiration of any of the policies as required by this License and Agreement.

22.2.7 Accipiter shall furnish separate certificates and endorsements for each Contractor. All coverages for Contractors shall be subject to the same limits as required for Accipiter.

22.2.8 City reserves the right to periodically review said insurance limits to ensure coverage is based on market and risk requirements throughout the effective term of this Agreement.

22.3 Proof of Insurance-Certificates of Insurance.

22.1.1. Prior to or upon execution of this Agreement, Accipiter shall furnish to City Certificates of Insurance issued by Accipiter's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates. Such certificate(s) shall include the endorsement including the City as an Additional Insured pursuant to Section 22.2.2 and shall be attached as Exhibit B to this Agreement.

22.1.2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City ten (10) business days prior to the expiration date.

22.1.3. All Certificates of Insurance shall identify the policies in effect on behalf of Accipiter, their policy period(s), and limits of liability. Coverage shown on the Certificate of Insurance must coincide with the requirements in this Agreement. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this Agreement shall be sent to:

City of Surprise
Attn: Risk Manager
16000 N. Civic Center Plaza, 2nd Fl.
Surprise, AZ 85374

with copy to:
City of Surprise
Attn: City Engineer
16000 N. Civic Center Plaza, 2nd Fl.
Surprise, AZ 85374

22.1.4. City reserves the right to review, within at least ten (10) business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in Maricopa County Arizona. City shall not be obligated, however, to review same or to advise Accipiter of any deficiencies in such policies and endorsements, and such receipt shall not relieve Accipiter from, or be deemed a waiver of City's right to insist on, strict fulfillment of Accipiter's obligations under this Agreement.

22.4 Required Coverage.

22.4.1 Such insurance shall protect Accipiter from claims set forth below that may arise out of or result from the operations of Accipiter under this Agreement and for which Accipiter may be legally liable, whether such operations be by Accipiter or by anyone directly employed by Accipiter. Coverage under the policy will be at least as broad as ISO forms or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

22.4.2 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Accipiter's employees;

22.4.3 Claims for damages insured by usual personal and advertising injury liability coverage;

22.4.4 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

22.4.5 Claims involving contractual liability applicable to Accipiter's obligations under the Indemnification Agreement.

22.5 Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability. Any combination between general liability and excess/umbrella liability amounting to a minimum of \$5,000,000 per occurrence and an aggregate of \$5,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the ISO Additional Insured form, and shall include coverage for Accipiter's completed operations and products.

22.6 Worker's Compensation and Employer's Liability.

Accipiter shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Accipiter's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$1 million for each accident, \$1 million disease coverage for each employee, and \$1 million disease policy limit. In case any work is subcontracted, Accipiter will require the subcontractor to provide Worker's Compensation and Employer's Liability as required of Accipiter.

22.7 Automobile Liability.

If Accipiter owns and/or operates vehicles in Arizona, Accipiter shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1 million each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of Accipiter's work. Any combination between automobile liability and excess/umbrella liability amounting to a minimum of \$5 million per occurrence in coverage will be acceptable. Coverage shall be at least as broad as ISO policy form or equivalent. Such insurance shall include coverage for pollution for upset/overtake/collision of the automobile(s) and loading and offloading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5 million per accident for bodily injury and property damage.

SECTION 23. Indemnity.

23.1 Accipiter acknowledges that it has liability for any and all of its Fiber Optic Cable installed in the public ROW, its use of the ROW and for its exercise of its rights under this License directly or through its Contractor(s), except for the intentional acts or gross negligence on the part of the City or its agents. To the fullest extent permitted by law, Accipiter, shall defend, indemnify and hold harmless the City, or its officials, boards, commissions, agents or employees, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including but not limited to, reasonable

attorney's fees incurred through all appeals ("Claims") arising out of or alleged to have resulted from or materially related to the acts, errors, mistakes, or omissions of Accipiter, its employees, representatives, or any tier of Contractors or any other person for whose acts, errors, mistakes, and/or omissions Accipiter may be legally liable. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Accipiter, its agents, employees or representatives to fulfill Accipiter's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or non-delegable duty.

23.2 In the event that a notice of claim is served on the City or litigation is commenced against the City, the City may, but is not required to, tender the defense of the litigation to Accipiter, who shall defend the litigation. If the City tenders the defense to Accipiter, Accipiter shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Accipiter (and, where such terms directly obligate or affect the City, acceptable to the City). Accipiter agrees to keep the Surprise City Attorney's Office informed of the status and progress of all litigation involving the City that has been tendered to Accipiter or its insurance carrier.

23.2.1 The parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the City and provide copies of all accident reports, incident reports, statements or other documents that are relevant to the claims, demands or lawsuits or which may lead to the discovery of relevant materials or information, in the possession of the other party, its employees, representatives, Contractors, and/or others.

23.2.2 Subject to any privilege and/or confidentiality legal protections, both parties agree to make their employees, representatives, and Contractors available to the other party to gather any relevant information relating to an incident from which any claim, demand, or lawsuit arises.

23.3 It is the purpose of this Section to provide maximum indemnification to the City under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by Accipiter against any and all claims, demands or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose either from City's sole gross negligence or intentional acts or that the City was comparatively at fault for the damages. Only in this event may Accipiter then commence an action against the City for damages related to that portion judicially determined to be City's fault.

23.4 The provisions of this Section 23 shall not be dependent or conditioned upon the validity of this License, but shall be and remain a binding right and obligation of the City and Accipiter, even if part or all of this License is declared null and void in a legal or administrative proceeding. It is the intent of Accipiter and the City upon the effective date of this License, that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Accipiter and the City and their respective successors and assigns, if any. Any failure by Accipiter shall be considered a material breach of this License and Agreement.

23.5 The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

23.6 As a condition to City's executing this Agreement, Accipiter specifically agrees that to

the extent any provision of this Section is not fully enforceable against Accipiter for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

SECTION 24. Limitation of Liability

24.1 The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Accipiter or to its affiliates or customers for any interference with or disruption in the operations of Accipiter's Fiber Optic Cable or the provision of services, or for any damages arising out of or materially related to Accipiter's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

24.2 Accipiter also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this License.

24.3 Accipiter shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Arizona law to issue this License.

SECTION 25. Transferability of License and Agreement

25.1 This License is personal to Accipiter.

25.2 This License is personal to Accipiter and therefore the rights, privileges and License granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Accipiter, either by act of Accipiter or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Accipiter shall seek the consent of the City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the rights of the City under the Surprise City Code or this Agreement, whether arising before or after the date of transfer.

25.3 The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this License, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Licensee.

25.4 Nothing in this Section shall be deemed to prohibit a pledge or, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of the Licensee. The lender may not transfer or change control of the License without submitting the change to the City for consent under this Section. If the lender does continue operation on any basis at any time, it shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender shall apply to the City for the right to continue assumption of control or to transfer the License. Application by the lender for approval of such assumption of control or transfer shall be subject to

all provisions set forth herein on consent by the City Council and approval shall not be unreasonably denied or delayed. A "lender" as discussed herein does not include a company, person or corporation or other entity that operates cable television systems or telecommunications systems as a principal or important business. This section is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

25.5 Any transfer without City's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this License and Agreement. City may, in its sole discretion and in addition to all other lawful remedies available to City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Accipiter and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive City's consent.

SECTION 26. No Third Party Beneficiaries

26.1 No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, Accipiter's construction of improvements, Accipiter's negligence, Accipiter's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Accipiter), or otherwise as a result of the existence of this Agreement.

SECTION 27. Penalties for Violation of Terms

27.1 City may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other City permits and authorizations until Accipiter complies with the terms of this License, this Agreement or the applicable law.

27.2 Such remedies are cumulative and may be pursued in the alternative.

SECTION 28. Revocation/Termination

28.1. The License granted hereunder may be revoked and/or terminated prior to its date of expiration by the City for the following reasons:

28.1.1. Accipiter fails to comply with the material terms and conditions of this Agreement or applicable law, including but not limited to failing to maintain any insurance, security fund, and/or performance bond and fails to correct the same after notice and opportunity to cure.

28.1.2. Accipiter fails to make payments in the amounts and at the time specified in this Agreement after the appropriate notice.

28.1.3. Accipiter ceases doing business in the City.

28.1.4. Accipiter fails to provide current, accurate as-built plans and maps showing the location of all Fiber Optic Facilities installed or constructed in the City.

28.1.5. Accipiter is or becomes insolvent or is a party to a voluntary or involuntary bankruptcy, reorganization, or receivership case or proceeding, makes

an assignment for the benefit of creditors, is subject to other actions by creditors that, in the reasonable, good faith opinion of the City, threaten the financial viability of Accipiter as a going concern, or if there is any similar action that affects Accipiter's capability to perform its obligations under this License and/or Agreement.

28.1.6. Accipiter fails to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.

28.1.7. A court has issued an injunction that in any way prevents or restrains Accipiter's use of any portion of the ROW and remains in force for a period of at least thirty (30) consecutive days.

28.1.8. Accipiter is unable to use any substantial portion of the ROW for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, flood, or other natural disaster or similar casualty.

28.2. Before terminating this Agreement under Sections 28.1.1, 28.1.2, 28.1.4, and 28.1.6, the City Manager or a designee, shall give prior written notice to Accipiter of the defect in performance and give Accipiter sixty (60) days within which to cure the defect in performance.

28.3. The City need not provide a sixty (60) day cure period prior to termination if the City finds that the defect in performance under this Agreement is due to intentional misconduct, is a violation of criminal law, or is a part of a pattern of repeated and persistent violations where Accipiter has already had notice and opportunity to cure.

28.4. The City Manager has the authority to terminate, subject to Accipiter's right to notice and cure where provided, this License and/or Agreement.

28.5. This License may be terminated prior to its date of expiration by Accipiter by providing the City with ninety (90) days' written notice and only upon making arrangements satisfactory with the City Engineer to remove all Accipiter's above ground Facilities from public property and the ROW, unless the City Engineer agrees in writing to allow Accipiter to abandon part or all of its Facilities in place. If the City Engineer agrees to allow Accipiter to abandon its Facilities in place, the ownership of such Facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Accipiter shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

SECTION 29. Liquidated Damages

29.1 Accipiter's obligation to pay liquidated damages does not in any way detract from Accipiter's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Accipiter's obligation to pay liquidated damages.

29.2 Accipiter understands and agrees that failure to comply with any time and performance requirements in this License will result in damage to the City, and that it is and will be impracticable to determine the actual amount of such damages in the event of delay or nonperformance; therefore Parties hereby agree to the liquidated damages will accrue in the amount of Five Hundred Dollars (\$500.00) per day beginning on the tenth (10th) day after written notice of a violation and continuing until the breach has been cured. Liquidated damages specified herein may be chargeable to the security fund.

SECTION 30. Cancellation for Conflict of Interest.

30.1 Pursuant to A.R.S. § 38-511, City may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of City is or becomes at any time while this Agreement or an extension of this Agreement is in effect an employee of or a consultant to Accipiter with respect to the subject matter of this Agreement. The cancellation shall be effective when Accipiter receives written notice of the cancellation, unless the notice specifies a later time.

SECTION 31. Notice

31.1 All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, or by facsimile transmission showing a valid delivery receipt if a hard copy of the same is followed by delivery through the U.S. mail or by private delivery systems, addressed as follows:

City of Surprise:

City of Surprise
City Engineer
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: (623) 222-6150

Accipiter Communications Inc. dba Zona Communications:

Accipiter Communications, Inc.
28620 N. El Mirage Rd., Suite 101
Peoria, AZ 85382
Phone: (623) 455-4500
Fax: (623) 455-4545

31.2 Notices shall be deemed sufficiently given and served upon the other party if delivered by facsimile transmission (provided with respect to facsimile that such transmissions are received on a business day during normal business hours), the first business day after deposit if sent by private delivery systems and the fifth business day after deposit in U.S. Mail.

31.3 Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above.

31.4 Accipiter shall notify the City within ten (10) business days of any change in mailing address.

SECTION 32. Governing Law

32.1 It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the

enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of Maricopa County, Arizona.

SECTION 33. Partial Invalidity/Permit

33.1 If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable or preempted.

33.2 Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the City did not have the authority to issue a License to Licensee under A.R.S. § 9-581 to § 9-583, as amended or succeeded, then this License shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this License except for conditions relating to the term of the License and the right of termination. If this License shall be considered a revocable permit as provided herein, Accipiter acknowledges the authority of the City Council to issue a revocable permit and the power to revoke as provided therein.

SECTION 34. No Warranty

34.1 The issuance of a license, permit or other authorization by the City is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.

34.2 Accipiter ACKNOWLEDGES AND AGREES THAT CITY DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND Accipiter HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY CITY ROW SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

SECTION 35. Non-Waiver

35.1 Accipiter shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 36. Remedies Not Exclusive

36.1 The remedies set forth in this License and Agreement are not exclusive. Election of one remedy, including assessment of liquidated damages, does not preclude the use of other remedies.

SECTION 37. Force Majeure

37.1 With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Accipiter, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, terrorist attack, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by Accipiter and is beyond its reasonable control.

SECTION 38. Survival of Liability

38.1 All obligations of Accipiter and City hereunder and all warranties and indemnities of Accipiter hereunder shall survive termination of this Agreement.

SECTION 39. Complete Agreement

39.1 This Agreement, including any Exhibits which are attached, are hereby incorporated into this Agreement and all of which constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

This Agreement executed this _____ day of _____, 2017.

City of Surprise,
Arizona municipal corporation

Accipiter Communications, Inc.
dba Zona Communications
a Nevada Corporation

By: _____
Sharon Wolcott, Mayor

By: _____
Title: _____

ATTEST:

Sherry Aguilar, City Clerk

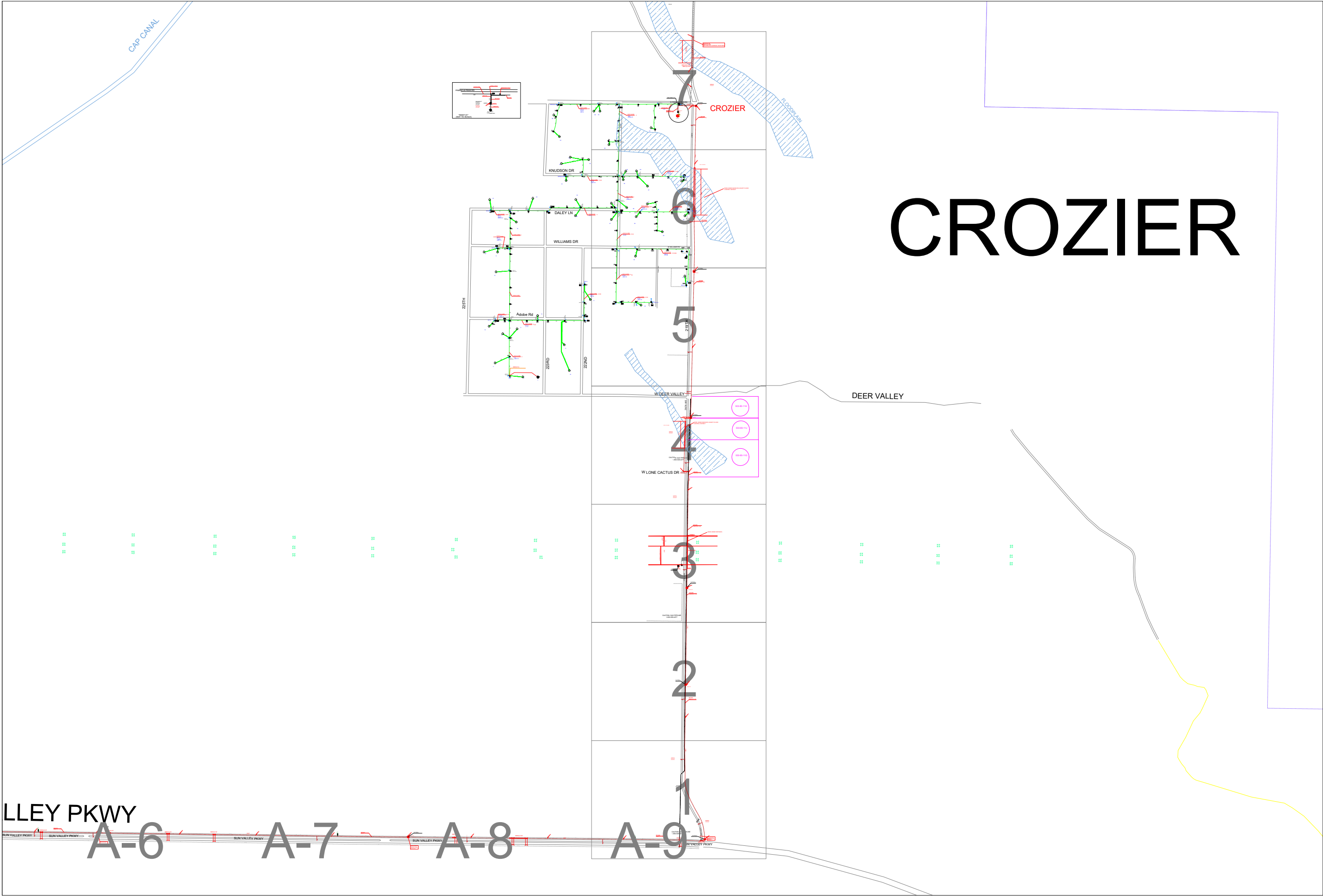
APPROVED AS TO FORM:

Robert Wingo, City Attorney

Exhibit A – Route Map within Surprise

Exhibit B – Insurance Certificate

Exhibit A



ZONA



COMMUNICATIONS

LEGEND

NEW 48 COUNT BURIED FIBER OPTIC CABLE

GAS LINE

FENCE LINE

BORE

PROPOSED HANDHOLE

CATTLE GAURD

CULVERT

MILE MARKER

LOCATE POST

MAINTENANCE POST

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



Call 811 or click Arizona811.com

KEY MAP

SCALE

NTS

PLOT DATE

9/11/2017

SHEET NUMBER

KEY

Project Number:
Crozier South Fiber Optic Ring





Zona Network Map West 9-11-17 JC.dwg

Exhibit B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Telcom Insurance Services Corp. 6301 Ivy Lane, Suite 506 Greenbelt, MD 20770 www.TelcomInsGrp.com	CONTACT NAME: PHONE (A/C, No, Ext): 800.222.4664 FAX (A/C, No): 301.474.6196 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co. of NY INSURER B: Hartford Accident and Indemnity Co. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Accipiter Communications Inc. dba Zona Communications 2238 West Lone Cactus Drive Suite 100 Phoenix AZ 85027	NAIC # 16691

COVERAGES**CERTIFICATE NUMBER:** 38837493**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☒		MAC 2-50-32-84	7/21/2017	7/21/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAP 2-50-32-85	7/21/2017	7/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EXC 2-50-32-86	7/21/2017	7/21/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	42WECQ7357	7/21/2017	7/21/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDERCity of Surprise
Attn: Risk Manager
16000 N. Civic Center Plaza, 2nd Fl.
Surprise AZ 85374**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter J. Elliott

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ACORD 25 (2016/03)

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**WIRED TELECOMMUNICATIONS LICENSE
AGREEMENT BETWEEN THE CITY OF
SURPRISE AND ACCIPITER COMMUNICATIONS
INC. DBA ZONA COMMUNICATIONS**

This Telecommunications License Agreement ("License" or "Agreement") is entered into this ____ day of _____, 2017 by and between the City of Surprise, an Arizona municipal corporation ("City") and Accipiter Communications Inc., dba Zona Communications ("Accipiter"), a Nevada corporation (collectively "Parties").

RECITALS

WHEREAS, City owns public street and alley right-of-way and public utility easements within the boundaries of the City of Surprise;

WHEREAS, Accipiter has represented to and provided documents to the City which establish that the Arizona Corporation Commission determined in an Opinion and Order, Decision No. 59346, dated October 11, 1995, that Accipiter is a fit and proper entity to receive a Certificate of Convenience and Necessity authorizing it to construct, operate and maintain facilities to furnish telecommunication service [as defined by state law] to the public, which make this License for the use of the City's Right-of-way necessary;

WHEREAS, Accipiter desires the ability to install, operate, maintain and repair cable containing bundles of multiple optical fibers that is routed through underground conduits, ("Fiber Optic Cable") within the right-of-way for the purpose of providing telecommunication services, as authorized by the Arizona Corporation Commission Decision No. 59346, subject to the requirements of this License;

WHEREAS, City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City's boundaries pursuant to the Surprise City Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, A.R.S. §§ 9-581, 9-582, and 9-583), by the City's police powers, its authority over City's public right-of-way, and its other governmental powers and authority;

WHEREAS, City desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Accipiter a License to install, operate, maintain and repair Fiber Optic Cable within the City's right-of-way;

WHEREAS, Accipiter agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Accipiter in the City right-of-way, and to comply with such other mapping requirements as City may establish from time to time; and

WHEREAS, Accipiter will secure the appropriate licenses, encroachments and other permits required by the City for the placement of its Fiber Optic Facilities within City right of way; and

WHEREAS, Accipiter has agreed to comply with public property use requirements that City has and may establish from time to time.

NOW THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Accipiter, and the covenants and agreements contained herein to be kept and performed by Accipiter, and for other good and valuable consideration, the City hereby grants to Accipiter a telecommunication license ("License") and permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

SECTION 1. Permission to Use Right-of-Way

1.1 Subject to the provisions contained within this License, the Surprise City Code, and Arizona and federal law, City hereby grants to Accipiter a non-exclusive revocable license to use the designated portions of the City right-of-way ("ROW") subject to and conditioned upon Accipiter's full, timely, complete and faithful performance of all obligations to be performed or required hereunder by Accipiter, and Accipiter hereby accepts the terms and conditions of this License.

1.2 Accipiter's current route for its Fiber Optic Cable is generally shown on Exhibit A ("Route"). Accipiter shall use only the portions of this Route solely to construct, install, operate, maintain, use, and repair Fiber Optic Cable and shall conduct no other activity at or from those designated portions of the ROW. Exhibit A.

1.3 The Telecommunications License granted by this Agreement does not allow Accipiter to provide one-way transmissions by anyone directly to customers or any other type of video programming or other programming or transmission within the City that may be subject to a cable television license or franchise within the City's boundaries.

1.4 If Accipiter ever obtains or seeks federal, state or local approval to provide a cable system or open video system over the Fiber Optic Networks within the City, this License and Agreement shall remain in effect according to its terms and Accipiter shall continue to pay any fee required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise.

1.5 Accipiter shall comply with all applicable laws as amended from time to time, including but not limited to, the Surprise City Code, Arizona, and federal law in the exercise and performance of its rights and obligations under this Agreement. If it is necessary for Accipiter to comply with any law or regulation of the FCC or the ACC to engage in the business activities anticipated by this Agreement, Accipiter shall comply with such laws or regulations. Provided, however, no such law or regulation of the FCC or ACC shall enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

SECTION 2. Non-Exclusive Rights/Priority Rights

2.1 This grant is not exclusive and nothing herein contained shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm or corporation, or to deny to or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

2.2 Any and all rights granted to Accipiter shall be subject to the prior and continuing right of City to use the ROW exclusively or concurrently, with any other person or persons, and to manage City's own facilities. Any and all rights granted to Accipiter shall also be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this License shall be construed to grant, convey, create or vest a perpetual real property interest in land to Accipiter, including any fee or leasehold interest, easement, or any franchise rights.

2.3 Any right or privilege claimed pursuant to this Agreement by Accipiter for any use of any public ROW shall be subordinate to: A) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; B) any prior lawful occupancy or use thereof by any other person; and C) to any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with property rights established independently of this Agreement.

2.4 There is hereby reserved to City every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance or law, and Accipiter by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the City in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of City.

2.5 Accipiter accepts the risk that there may now or in the future exist all manner of work and improvements upon the ROW ("Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning, or other dealing with any or all of the following, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description (ii) all manner of other transportation facilities and their appurtenances (iii) all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances (v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the right-of-way that the City may permit from time to time.

2.6 Nothing in this Agreement shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities and/or the ROW, and for that purpose to require Accipiter, at no expense to the City, to remove, relocate or abandon in place Accipiter's Fiber Optic Cable in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Accipiter, however caused, because of damage, modification, alteration, or destruction of its Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of City facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

SECTION 3. Notice of Other Users

3.1 Accipiter may enter into contracts with unrelated third parties ("Users") in the ordinary course of Accipiter's business for use of the Conduit Systems and/or Fiber Optic Networks within the portions of the ROW subject to this Agreement. Such contracts ("User Contracts") shall be subject to all requirements and provisions of this Agreement and the following:

3.1.1 No person shall transmit data over the Fiber Optic Networks or otherwise use the Conduit System(s) except under a User Contract with Accipiter.

3.1.2 Such Users shall not perform any construction, maintenance, repair or other work of any kind in the ROW related to the Fiber Optic Networks or Conduit System(s) and the identity of such Users must be disclosed to the City upon request, but such information will be considered confidential if consistent with state public record law. All User Contracts

shall prohibit such Users from performing any construction, maintenance, repair or other work of any description in the ROW related to the Fiber Optic Networks or Conduit System(s), unless such Users have an agreement with the City.

3.1.3 In the event the User Contract provides for the User to construct, install, operate or maintain any portion of the Fiber Optic Networks or Conduit System(s) within the route in the ROW, no such arrangement shall proceed until the User enters into an Agreement with the City for use of the City's ROW.

3.2 Accipiter shall cause to comply with this Agreement all persons using the ROW through or under Accipiter or this Agreement. Accipiter is responsible for any violations of this Agreement by persons using the ROW through or under Accipiter or this Agreement.

SECTION 4. Description of the Fiber Optic Facilities Routes

4.1 Accipiter's current route for its Conduit Systems and Fiber Optic Networks is generally shown on Exhibit A ("Route").

SECTION 5. Regulatory Conditions Relating to Right-of-Way Usage

For purposes of this Agreement, whenever work is done in the ROW, Accipiter agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all persons, firms, partnerships, corporations, associations or other organization, or a combination of any of them, including any subcontractor hired and/or used by Accipiter, that performs services or provides goods relating to this Agreement ("Contractors") and that the obligations of Sections 5 and 6 of this Agreement are imposed on both Accipiter and any of its Contractors, who will be considered Accipiter's representatives and for whom Accipiter will be responsible. Accipiter will ensure that Accipiter and its representatives comply with Public ROW use requirements as follows:

5.1 Accipiter is completely responsible for ensuring that its Fiber Optic Cable is constructed, installed, operated, repaired, and/or maintained in accordance with the Surprise City Code and established practices with respect to such public ROW and easements such as the proper permits being applied for prior to commencing any work and that the terms and conditions of such permits are strictly followed.

5.2 Accipiter's use of the public ROW and easements under the control of the City shall be according to plans approved by the City Engineer, provided that such approval shall not be unreasonably withheld or delayed.

5.3 The Fiber Optic Cable to be constructed, installed, operated, maintained, upgraded and removed hereunder, shall be so located or relocated as to interfere as little as possible with traffic or other authorized uses within said public ROW and easements. Any phases of construction and/or installation relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of said Facilities shall be subject to regulation by the City Engineer.

5.4 The City may issue reasonable policy guidelines to all telecommunications services licensees and permittees to establish procedures for determining how to control issuance of engineering permits to multiple licensees for the same one-mile segments of their facilities. Accipiter agrees to cooperate with the City in establishing such policy and comply with the procedures established by the City Manager or his designee to coordinate the issuance of multiple engineering permits in the same one-mile segments.

5.5 Accipiter and its representatives shall be subject to the City's exercise of such police, regulatory and other powers as it now has or may later obtain, and a License may not waive the application of the same. City shall have continuing jurisdiction and supervision over any facilities located within or on public ROW. Daily administrative, supervisory, and enforcement responsibilities shall be delegated and entrusted to the City Manager or designee to interpret, administer and enforce the provisions of this License and Agreement.

SECTION 6. Plan Approval, Permits, and Inspection

6.1 No Fiber Optic Cable shall be installed, constructed, located on, or attached to any property within the City until Accipiter has applied for and received approval for permits from the City Engineer. Accipiter shall be solely responsible for any and all acts, errors, omissions and negligence of its Contractors who are involved in the installation, construction, maintenance, repair, location, relocation and any other activity involving Accipiter's Fiber Optic Cable subject to this License. Additionally, Accipiter and its Contractors shall comply with all other provisions of the Surprise City Code, including, but not limited to off-site construction, regarding streets and sidewalks, and other applicable City and/or Maricopa County regulations. All rights hereunder are granted under the express condition that the City shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Accipiter's use of the public ROW as may be deemed best for the public interest, safety, or welfare to the same extent that such restrictions and limitations are applied to all non-governmental users of the public ROW.

6.2 Accipiter shall submit the applicable Permit Application(s) together with the details, plans and specifications for City review and approval, and pay all applicable application, review and inspection fees prior to any and all construction work performed pursuant to the rights granted under this License. Accipiter and/or its Contractors shall abide by all stipulations of all licenses and permits issued. If Accipiter desires to change the location of any portion of the Conduit System(s) and/or Fiber Optic Cable, including any related facilities or equipment, from that set forth in the initial Permit Application, Accipiter shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed, subject to the provisions of Section 6.4.

6.3 The City may issue reasonable policy guidelines to all licensees/users of the ROW to establish procedures for determining how to control issuance of engineering permits to multiple licensees/users for the same one mile segments of their Facilities. Accipiter agrees to cooperate with the City in establishing such policy and to comply with the procedures established by the City Engineer or designee to coordinate the issuance of multiple engineering permits in the same one mile segments.

6.4 City will approve or deny such applications based on the availability of space at the location sought by Accipiter, safety and other considerations in accordance with the City's Code and practice, applicable ROW construction regulations and other applicable law. Accipiter and/or its Contractor(s) agree to comply with the terms of any City-issued licenses and permits.

6.5 Any new Fiber Optic Cable placed in the ROW will be constructed using industry standard boring and trenching construction methods. Other material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Accipiter and/or its Contractors will install any new Conduit and access points (manholes/pull boxes) using industry standard practices and in full compliance with Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG"), the City's

supplements to MAG, and the City of Surprise Engineering Development Standards.

6.6 If Accipiter desires to change the components of any of the Fiber Optic Cable, written approval, which shall not be unreasonably withheld or denied, of such change must be obtained from a representative of the City Engineer.

6.7 The City shall have the right to inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it shall find necessary to meet City standards and the MAG Uniform Standard Specifications and Standard Details for Public Works Construction and any and all applicable City of Surprise Supplements thereto and to ensure compliance with the terms of this License and other pertinent provisions of law.

6.8 Any new Conduit System(s) and/or Fiber Optic Network(s) shall be installed in multiple phases as agreed upon by Accipiter and the City. If portions of a project will take place on the major arterial streets in City, Accipiter and City will work to minimize the inconvenience to the citizens of City and others who use those major arterial streets impacted by the project by developing segments of the project to be completed in sequence.

6.9 Any Fiber Optic Cable to be constructed, installed, operated, repaired, and maintained under this Agreement shall be located or relocated so as to interfere as little as possible with traffic or other authorized uses over, under or through said streets and public ways. Accipiter shall not install, operate, or allow the use of Equipment, methodology or technology that may or would interfere with the optimum effective use or operation of City's existing or future fire, emergency or other communications equipment, methodology or technology (i.e., voice or other data carrying receiving or transmitting equipment). If such interference should occur, Accipiter shall immediately discontinue using the Equipment, methodology or technology that causes the interference until Accipiter takes corrective measures to alter the Fiber Optic Network(s) to eliminate such interference. Any such corrective measures shall be made at no cost to City. Accipiter shall be responsible to ensure compliance with this Agreement by all persons using any or all of Accipiter's Conduit Systems.

6.10 Accipiter's installation of Fiber Optic Cable shall be reasonably coordinated with other utilities and City to accommodate opportunities for common installation, i.e. co-location, along with Accipiter's Route as set forth in this Agreement. All installations of cable and/or fiber shall be in Conduit approved by the City Engineer; provided, however, nothing herein shall require Accipiter to incur any material additional expense to accommodate common installations.

6.11 Although the exact placement and location of any additional Fiber Optic Cable shall be determined by City through the permit process, Accipiter has expressed its intent and City has expressed its desire to have any Fiber Optic Cable installed outside of the paved street areas whenever such location is feasible and reasonable. Further, if it is the intent and desire of Accipiter for the Conduit Systems to be placed by directional boring under such streets when feasible and reasonable, bore profiles based on vacuum pothole information shall be part of the engineered plans submitted to the City. Arterial streets shall not be bored unless approved by the City Engineer. In the event that a street opening in pavement cannot be avoided, Accipiter agrees to pay a fee in accordance with the City of Surprise Development Services Fee Schedule, as amended from time to time, and the Surprise City Code.

6.12 Accipiter shall also provide and identify a representative, such as a project manager, who shall be the contact person for the City during any construction periods.

6.13 Accipiter shall provide written notice to the owners or other persons having lawful control of adjoining property of any activity by Accipiter that may interfere with access to any adjoining

property during all construction activities or other operations, except to the extent that this requirement of maintaining access is waived in writing by the owner or other person having lawful control of such adjoining property.

6.13.1 If an emergency requires activity without such written notice, Accipiter shall use commercially reasonable efforts to provide timely actual notice to the owners or other persons having lawful control of the adjoining property. Upon request, Accipiter shall promptly furnish to City documentation of such permission from such other affected property owner.

6.14 Whenever Accipiter or its Contractors shall cause any opening or alteration to be made for any purpose in any public streets or public places the opening or alteration shall be completed and restored with due diligence within seven (7) business days, weather permitting. Accipiter shall upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Accipiter or its Contractors to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

6.15 Traffic Control.

6.15.1 Traffic control shall comply with the City of Surprise Temporary Work Zone Traffic Management Policy and follow the guidelines contained in the latest editions of the Manual on Uniform Traffic Control Devices (MUTCD); and/or the City of Phoenix Traffic Barricade Manual and any Special Provisions included herein.

6.15.2 At the time of the pre-construction conference, Accipiter shall designate an American Traffic Safety Services Association (ATSSA) certified individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. Any entity wishing to obtain a permit to place, maintain, and/or remove temporary traffic control within the City of Surprise shall obtain an annual traffic control permit from the City per the City of Surprise Temporary Work Zone Traffic Management Policy. At the same time, the City shall designate a representative who will be responsible for ensuring that all traffic control and traffic control alterations are implemented per the traffic control specifications as defined in the approved traffic control plan.

6.15.3 Accipiter shall have the full responsibility and liability for traffic control for a project. Accipiter shall submit a Traffic Control Plan to Traffic Engineering for approval – five (5) business days prior to beginning work under this Agreement. It shall be noted that Traffic under this Agreement shall include all motor vehicles, bicyclists, and pedestrians. Accipiter shall not begin construction until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of construction; otherwise, construction will cease until the Traffic Control Plan is approved.

During construction it may be necessary to alter traffic control as approved by Traffic Engineering. Alterations to traffic control shall be in accordance with City of Surprise Temporary Work Zone Traffic Management Policy, the latest edition of the Manual on Uniform Traffic Control Devices the latest edition of the City of Phoenix Traffic Control Manual. The most restrictive manual shall apply. Accipiter shall pay any and all applicable barricade fees.

6.15.4 In the event Accipiter or its Contractors damages any traffic signal equipment, traffic signal conduit, loop detectors and/or circuits, it shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience which is pre- approved by the City. Any damage repaired by the City will be billed to Accipiter at cost.

6.15.5 Accipiter shall notify all adjacent or affected residents or businesses in advance of any street, alley, sidewalk, and driveway closures per the Temporary Work Zone Traffic Management Policy and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

6.15.6 Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Traffic Engineering.

6.16 Accipiter and/or its Contractors shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site and public ROW in a safe, neat and clean condition.

6.17 Accipiter and Accipiter's Contractors shall be solely and completely responsible for the conditions of any job site where the infrastructure is being placed, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Accipiter's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Accipiter from compliance with these provisions.

6.18 Blue Stake. Accipiter and its Contractors shall comply with A.R.S. §§ 40-360.21 through 40-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Accipiter's Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the City Engineer.

SECTION 7. Hazardous Substances

Accipiter's and its Contractors' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act 42 U.S.C. §§ 9601, et. seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq., or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances");

7.1 Accipiter and/or its Contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

7.1.1 Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such

vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery.

7.1.2 Electric backup batteries.

7.2 Accipiter and/or its Contractors shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by City.

7.3 Accipiter and/or its Contractors shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

7.4 In addition to, and without limitation of any other indemnities or obligations, Accipiter shall pay any damages incurred and indemnify, defend and hold City harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW used that is attributable to or caused by Accipiter and/or its Contractor(s).

7.5 Accipiter and/or its Contractors shall immediately notify City of any Toxic Substance at any time discovered or existing upon the ROW. Accipiter is not responsible for Toxic Substances that may exist at the ROW if Accipiter's Contractors and/or any other persons using the ROW under this Agreement did not do any of the following:

- 7.5.1 Participate in the Toxic Substance coming to the ROW
- 7.5.2 Fail to immediately report the Toxic Substance to City
- 7.5.3 Participate in spreading or otherwise disturbing the Toxic Substance
- 7.5.4 Exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance

7.6 Accipiter understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Accipiter acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

7.7 Within twenty-four (24) hours after any violation by Accipiter and/or by its Contractors of this Agreement pertaining to Toxic Substances, Accipiter shall give City notice reporting such violation.

SECTION 8. On-Call Assistance

8.1 Accipiter shall be available to staff employees of any City department having jurisdiction over Accipiter's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Network. City may contact by telephone the network control center operator at the following phone number 623-455-4555 regarding such problems or complaints, and may use that number in order to reach Accipiter at any time for any emergency matter. Accipiter shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Accipiter shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence.

SECTION 9. Mapping Requirement

9.1 Accipiter shall maintain As-Built Drawings of its Fiber Optic Cable located within the

ROW and furnish a copy both electronically in a mapping format compatible with the current City electronic mapping format as specified by the City and in hard copy form. Upon completion of new or relocation construction of Fiber Optic Cable in the ROW, Accipiter shall create and maintain precise, up-to-date maps of any of its Conduit System and/or Fiber Optic Cable routes located in the ROW and precise and verifiable horizontal and vertical location information and will make this information available to the City.

SECTION 10. Relocation

10.1 Accipiter shall relocate at no expense to the City any Fiber Optic Cable or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose or any City project whenever directed to do so by City. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the City, Accipiter shall remove the designated portions of the Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Accipiter shall take reasonable steps to remove the Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the City.

10.2 Accipiter agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating or reconstructing any portion of its Fiber Optic Cable on public property or ROW. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Accipiter is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the Facilities. Accipiter will maintain any annual permits required by the City for such maintenance and emergency repairs. Accipiter will notify City before the repairs and will apply for and obtain the necessary permits in a reasonable time after notification.

10.3 If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 21.

SECTION 11. Expansion or Extension of the Current Use Area

11.1 Any further expansion and/or extension of Accipiter's Fiber Optic Network and or empty Conduit placement outside the current Route shall require written approval from the City Manager or the City Engineer, as his or her designee, who may refer the matter to the City Council for approval.

11.2 Accipiter agrees that such further expansions and/or extensions beyond the Route shall be at all times governed by the terms and conditions of this Agreement.

11.3 Requests for expansions and/or extensions should identify the route, number of conduits, size of conduits, fiber count and intended use.

SECTION 12. Damage to Public Property.

12.1 In addition to any indemnity obligation under this License, whenever the installation, use, maintenance, removal, or relocation of any of Accipiter's Fiber Optic Cable is required or permitted hereunder, and such installation, removal or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located

thereon, therein, or thereunder, however such damage or disturbance was caused, Accipiter, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. If Accipiter does not repair the damage or disturbance as just described, then City shall have the option, upon ten (10) business days' prior written notice to Accipiter, to perform or cause to be performed such reasonable and necessary work on behalf of Accipiter and to charge Accipiter for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates.

12.2 Notwithstanding the notice provision above, in the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to Accipiter, such reasonable and necessary work on behalf of Accipiter to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. The City shall provide written notice to Accipiter of the repairs as soon as practicable after the work has begun. Accipiter agrees that any severed City-owned fiber must be completely repaired or replaced to the nearest splice point and any damaged City-owned Conduit must be replaced or repaired and restored to its original condition. If the City needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from Accipiter and may draw upon the performance bond and/or letter or credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Accipiter as required by Section 12.3 below.

12.3 Upon the receipt of a demand for payment by City, Accipiter shall, within thirty (30) days, reimburse City for such costs.

12.4 For any pavement cuts by Accipiter, Accipiter agrees to restore the pavement.

SECTION 13. Public Emergency Disruption by City.

13.1 City shall have the right, because of a public emergency, to sever, disrupt, relocate, remove, tear out, dig-up or otherwise damage and/or destroy Fiber Optic Cable of Accipiter without any prior notice to Accipiter, if the action is deemed reasonably necessary by either the City Manager, Fire Chief, Police Chief, City Engineer, or Public Works Director or designee. In such event, neither the City nor any agent, contractor or employee of City shall be liable to Accipiter, its Contractors or its customers for any harm so caused to them or the Facilities. When practical and if possible, City will consult with Accipiter in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Fiber Optic Networks. City shall inform Accipiter of any actions taken. Accipiter shall be responsible for repair at its sole expense of any of its Facilities damaged pursuant to any such action taken by City related to the public emergency.

SECTION 14. Public Safety/Public Emergency.

14.1 If any of Accipiter's Fiber Optic Cable or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, or to City's ability to safely and conveniently operate the ROW or perform City's utility, public safety and/or other public health, safety and welfare functions, then Accipiter shall immediately remedy the hazard, comply with City's request to secure the route area, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment.

14.2 In the event of a public emergency, neither the City nor any agent, contractor or employee

of the City shall be liable to Accipiter or its Contractors or its customers or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding to such public emergency. When practical and if possible, City will consult with Accipiter in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or the Fiber Optic Cable involved.

SECTION 15. Effective Date and Validity of Agreement

15.1 This Agreement is effective upon signature by Accipiter and the approval and execution of it by the Surprise City Council.

15.2 Accipiter shall acknowledge that as a condition of acceptance of this Agreement, Accipiter was required to be represented throughout the negotiations of the Agreement by its own attorneys and Accipiter had the opportunity to consult with its own attorneys about its rights and obligations regarding this Agreement. Accipiter has reviewed City's authority to execute and enforce this Agreement and has reviewed all applicable law, both federal and state, and, after considering same, Accipiter acknowledges and accepts the right and authority of City to execute this Agreement and to enforce the terms herein.

SECTION 16. Term

16.1 The right, privilege and license granted herein shall continue and exist for a period of five (5) years from the effective date hereof unless sooner revoked as provided in this Agreement. No provision of this License may be construed to grant any automatic extension, renewal, or replacement thereof.

SECTION 17. Modification, Renewal, Extension

17.1 If Accipiter wishes to renew its License and continue using the ROW, then at least one hundred and eighty (180) days prior to the expiration of this License and Agreement, Accipiter shall apply to the City for a new License and Agreement in accordance with the then existing federal, state, and local laws.

17.2 City shall have the right to renegotiate any of the terms from the prior agreement. Accipiter understands that the City may adopt future code amendments and/or fee schedules relating to the use of the ROW, which may replace in its entirety the current fees and other costs imposed upon Accipiter under this Agreement. Accipiter acknowledges the right of the City to adopt and implement such lawful code amendments and/or fee schedules.

17.3 If Accipiter's Fiber Optic Cable remains in the ROW, and Accipiter continues to use such Fiber Optic Cable beyond the expiration of the license term, the License shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed sixty (60) days beyond the expiration of the term, and no permits will be issued to Accipiter by the City until a new License has been approved by the City Council.

17.4 Failure by Accipiter to have a valid License to use the ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the City to Accipiter. If, however, Accipiter has timely filed its application and is in active negotiations with the City prior to the expiration of the License and Agreement, the City may, in its discretion, grant, extend, or take no action on permits issued to Accipiter prior to the expiration of this Agreement.

SECTION 18. Payments

18.1 By entering into this Agreement, neither party waives any current or future rights reserved under law or the Telecommunications Act of 1996, including but not limited to, those rights set forth in Sections 253(c), reserving the City's right to manage the public ROW and to require fair, non-discriminatory and reasonable compensation from Accipiter for use of the public ROW.

18.1.1 Competitively Neutral Annual Fee. In the event that the City negotiates an annual fee (pursuant to A.R.S. § 9-583(C)(2) as amended from time to time, which addresses payment of an annual fee based on the number of linear feet of trench that carry interstate traffic or any similar statute) with any other existing telecommunications licensees of the City during the term of this Agreement, the City will notify Accipiter in writing and will then levy an annual fee similar to the annual fee charged to the other licensee. The annual fee will be no higher than is legally permissible under A.R.S. § 9-583(C)(2), as amended from time to time.

18.2 For any annual payment(s) owed, Accipiter shall make such payment(s) to the City within ten (10) business days of the effective date of this License and by the anniversary of such effective date thereof for the duration of the term.

18.3 Permit Fees – Accipiter shall pay all applicable construction permit fees, which includes charges for encroachment permit applications, issuance, inspection, testing, plan review and any other fees adopted by City and applicable to persons doing work and/or encroaching in the City's ROW.

18.4 Damage Fees – Accipiter shall pay any reasonable costs associated with any damage caused to the ROW or public property

18.5 Pro-rated Fees – Within thirty (30) days after the issuance of a permit for the installation of additional footage of Conduit(s), if such installation subjects Accipiter to an annual fee pursuant to Section 18.1.1 above (if applicable), Accipiter will pay a pro-rated portion of the annual fee, as adjusted, per linear foot for that section of its expanded route. The prorated annual fee shall be determined by multiplying the annual footage fee, as adjusted, for the year of payment, by a fraction, the numerator of which is the number of full months between the month of issuance of the permit and the next following anniversary date of this Agreement and the denominator of which is twelve (12).

18.6 Accipiter agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, Accipiter shall pay interest on the amounts owed at the rate of one percent (1%) per month.

SECTION 19. Taxes

19.1 Accipiter shall pay any applicable city, county and state transaction privilege and use taxes. Such taxes are in addition to any non-tax amounts owed by Accipiter pursuant to Section 18. Accipiter consents to the disclosure of any and all information reported on Accipiter's transaction privilege tax returns by authorizing and allowing the City's tax collector to release such information to the City Manager or designees.

SECTION 20. Performance Bond

20.1 Prior to receiving any permit to construct, install, maintain or perform any work on public property, Accipiter shall cause to be filed and maintain until either completion of the construction

or termination of this Agreement as determined by Accipiter, a faithful performance bond in favor of City in the sum of One Hundred Thousand Dollars (\$100,00.00) or 125% of the amount of the construction costs (whichever is greater) to guarantee that Accipiter shall observe, fulfill and perform each and every term of this Agreement. In case of any breach of any condition of this Agreement, any amount of the sum of the bond, up to the whole thereof, may be forfeited to compensate City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Accipiter, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. City and Accipiter agree that the process and procedure for drawing upon, curing, and replenishing the performance bond shall be the same as set forth below for the security fund.

20.2 If Accipiter has completed the above construction and wants the bond released, the City will need to inspect and approve the construction prior to such release. However, a performance bond will be required for each subsequent or additional construction project and/or work on public property.

SECTION 21. Security Fund Account

21.1 Prior to applying for any permit to construct, install, maintain or perform any work in the public highways, public streets, public rights-of-way and public utility easements which requires a construction permit from the City pursuant to applicable City Codes, the Licensee shall deposit into a suitable interest-bearing account, established by the City, and the Licensee shall maintain on deposit through the term of this License, the sum of not less than Fifty Thousand Dollars (\$50,000.00) as security for the faithful performance by it of all the provisions of this License, and compliance with all orders, permits and directions of any agency of the City having jurisdiction over its acts or defaults under the License issued pursuant thereto, and the payment by the Licensee of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the Fiber Optic Cable. City shall have the full power of withdrawal of funds from the account except that all interest accrued shall be payable to the Licensee on demand. No withdrawals shall be made from the security fund account without the prior written approval of the City Engineer and ten (10) days' prior written notice of intent to withdraw to Accipiter.

21.2 Within twenty (20) days after notice to Accipiter that any amount has been withdrawn by City from the security fund account, Accipiter shall deposit a sum of money sufficient to restore such security fund account to the original amount.

21.3 If Accipiter fails, within ten (10) business days of a notice of intent to draw on either the security fund account, to either dispute the notice in writing; or pay City any taxes or fees due and unpaid; or fails to repay to City, within such ten (10) business days of such notice, any damages, costs or expenses which City shall be compelled to pay by reason of any act or default of Accipiter in connection with this Agreement; or fails, within thirty (30) days of such notice of failure by City to dispute the notice in writing, or comply with any provision of this Agreement which City reasonably determines can be remedied by an expenditure of funds from the cash deposit in the security fund account, City may immediately withdraw the amount thereof, with interest from the security fund account. Upon such withdrawal, City shall notify Accipiter of the amounts and date thereof.

21.4 The rights reserved to City, with respect to the security fund account, are in addition to all other rights of City whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such security fund account or letter of credit shall affect any other right City may have.

21.5 Accipiter shall be entitled to the return of such security fund, or portion thereof, as remains

on deposit at the expiration of the term of the License or upon termination of the License at an earlier date, provided that there is then no outstanding default on the part of the Licensee. Any funds that the City erroneously or wrongfully withdraws shall be returned to Licensee, within thirty (30) business days of such a determination.

SECTION 22. Insurance

22.1 Minimum Limits of Insurance. Accipiter shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercial general liability insurance against claims for bodily injury (including death) or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission or negligence of Accipiter or its officers, agents, representatives, or employees during all times that this License and Agreement is in effect. Limits may be attained by a combination of primary and umbrella liability coverage. Accipiter shall maintain limits no less than those stated herein for each type of insurance.

22.2 General Requirements. Accipiter's insurance of the types and amounts required in this Section shall be from companies possessing a current A.M. Best, Inc. rating of A-VII, or better and legally authorized or permitted to do business in the State of Arizona.

22.2.1 All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement and may result in termination of this Agreement.

22.2.2 The insurance coverage, except workers' compensation and employer's liability, and professional liability, required by this Agreement, shall include City, its agents, representatives, directors, officials, and employees, as additional insureds as their interest may appear, and shall specify that insurance afforded Accipiter shall be primary insurance, and that any self-insured retention and/or insurance coverage carried by City or its employees shall not contribute to the coverages provided by Accipiter. This provision and the inclusion of the City as an additional insured shall not be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(ies).

22.2.3 The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) for workers' compensation against City, its representatives, officers, directors, officials and employees for any claims arising out of Accipiter's acts, errors, mistakes, omissions, work or service.

22.2.4 The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Accipiter who shall be solely responsible for the deductible and/or self-insured retention. The amounts of any deductibles and/or self-insured retentions shall be noted on the Certificate of Insurance. City, at its option, may require Accipiter to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable letter of credit.

22.2.5 All policies shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to City.

22.2.6 Accipiter shall be responsible for ensuring that the City is notified within thirty (30)

days of the occurrence of any reduction in the insurance coverage amounts, cancellation or expiration of any of the policies as required by this License and Agreement.

22.2.7 Accipiter shall furnish separate certificates and endorsements for each Contractor. All coverages for Contractors shall be subject to the same limits as required for Accipiter.

22.2.8 City reserves the right to periodically review said insurance limits to ensure coverage is based on market and risk requirements throughout the effective term of this Agreement.

22.3 Proof of Insurance-Certificates of Insurance.

22.1.1. Prior to or upon execution of this Agreement, Accipiter shall furnish to City Certificates of Insurance issued by Accipiter's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates. Such certificate(s) shall include the endorsement including the City as an Additional Insured pursuant to Section 22.2.2 and shall be attached as Exhibit B to this Agreement.

22.1.2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City ten (10) business days prior to the expiration date.

22.1.3. All Certificates of Insurance shall identify the policies in effect on behalf of Accipiter, their policy period(s), and limits of liability. Coverage shown on the Certificate of Insurance must coincide with the requirements in this Agreement. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this Agreement shall be sent to:

City of Surprise
Attn: Risk Manager
16000 N. Civic Center Plaza, 2nd Fl.
Surprise, AZ 85374

with copy to:
City of Surprise
Attn: City Engineer
16000 N. Civic Center Plaza, 2nd Fl.
Surprise, AZ 85374

22.1.4. City reserves the right to review, within at least ten (10) business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in Maricopa County Arizona. City shall not be obligated, however, to review same or to advise Accipiter of any deficiencies in such policies and endorsements, and such receipt shall not relieve Accipiter from, or be deemed a waiver of City's right to insist on, strict fulfillment of Accipiter's obligations under this Agreement.

22.4 Required Coverage.

22.4.1 Such insurance shall protect Accipiter from claims set forth below that may arise out of or result from the operations of Accipiter under this Agreement and for which Accipiter may be legally liable, whether such operations be by Accipiter or by anyone directly employed by Accipiter. Coverage under the policy will be at least as broad as ISO forms or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

22.4.2 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Accipiter's employees;

22.4.3 Claims for damages insured by usual personal and advertising injury liability coverage;

22.4.4 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

22.4.5 Claims involving contractual liability applicable to Accipiter's obligations under the Indemnification Agreement.

22.5 Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability. Any combination between general liability and excess/umbrella liability amounting to a minimum of \$5,000,000 per occurrence and an aggregate of \$5,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the ISO Additional Insured form, and shall include coverage for Accipiter's completed operations and products.

22.6 Worker's Compensation and Employer's Liability.

Accipiter shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Accipiter's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$1 million for each accident, \$1 million disease coverage for each employee, and \$1 million disease policy limit. In case any work is subcontracted, Accipiter will require the subcontractor to provide Worker's Compensation and Employer's Liability as required of Accipiter.

22.7 Automobile Liability.

If Accipiter owns and/or operates vehicles in Arizona, Accipiter shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1 million each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of Accipiter's work. Any combination between automobile liability and excess/umbrella liability amounting to a minimum of \$5 million per occurrence in coverage will be acceptable. Coverage shall be at least as broad as ISO policy form or equivalent. Such insurance shall include coverage for pollution for upset/overturn/collision of the automobile(s) and loading and offloading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5 million per accident for bodily injury and property damage.

SECTION 23. Indemnity.

23.1 Accipiter acknowledges that it has liability for any and all of its Fiber Optic Cable installed in the public ROW, its use of the ROW and for its exercise of its rights under this License directly or through its Contractor(s), except for the intentional acts or gross negligence on the part of the City or its agents. To the fullest extent permitted by law, Accipiter, shall defend, indemnify and hold harmless the City, or its officials, boards, commissions, agents or employees, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including but not limited to, reasonable

attorney's fees incurred through all appeals ("Claims") arising out of or alleged to have resulted from or materially related to the acts, errors, mistakes, or omissions of Accipiter, its employees, representatives, or any tier of Contractors or any other person for whose acts, errors, mistakes, and/or omissions Accipiter may be legally liable. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Accipiter, its agents, employees or representatives to fulfill Accipiter's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or non-delegable duty.

23.2 In the event that a notice of claim is served on the City or litigation is commenced against the City, the City may, but is not required to, tender the defense of the litigation to Accipiter, who shall defend the litigation. If the City tenders the defense to Accipiter, Accipiter shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Accipiter (and, where such terms directly obligate or affect the City, acceptable to the City). Accipiter agrees to keep the Surprise City Attorney's Office informed of the status and progress of all litigation involving the City that has been tendered to Accipiter or its insurance carrier.

23.2.1 The parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the City and provide copies of all accident reports, incident reports, statements or other documents that are relevant to the claims, demands or lawsuits or which may lead to the discovery of relevant materials or information, in the possession of the other party, its employees, representatives, Contractors, and/or others.

23.2.2 Subject to any privilege and/or confidentiality legal protections, both parties agree to make their employees, representatives, and Contractors available to the other party to gather any relevant information relating to an incident from which any claim, demand, or lawsuit arises.

23.3 It is the purpose of this Section to provide maximum indemnification to the City under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by Accipiter against any and all claims, demands or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose either from City's sole gross negligence or intentional acts or that the City was comparatively at fault for the damages. Only in this event may Accipiter then commence an action against the City for damages related to that portion judicially determined to be City's fault.

23.4 The provisions of this Section 23 shall not be dependent or conditioned upon the validity of this License, but shall be and remain a binding right and obligation of the City and Accipiter, even if part or all of this License is declared null and void in a legal or administrative proceeding. It is the intent of Accipiter and the City upon the effective date of this License, that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Accipiter and the City and their respective successors and assigns, if any. Any failure by Accipiter shall be considered a material breach of this License and Agreement.

23.5 The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

23.6 As a condition to City's executing this Agreement, Accipiter specifically agrees that to

the extent any provision of this Section is not fully enforceable against Accipiter for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

SECTION 24. Limitation of Liability

24.1 The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Accipiter or to its affiliates or customers for any interference with or disruption in the operations of Accipiter's Fiber Optic Cable or the provision of services, or for any damages arising out of or materially related to Accipiter's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

24.2 Accipiter also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this License.

24.3 Accipiter shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Arizona law to issue this License.

SECTION 25. Transferability of License and Agreement

25.1 This License is personal to Accipiter.

25.2 This License is personal to Accipiter and therefore the rights, privileges and License granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Accipiter, either by act of Accipiter or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Accipiter shall seek the consent of the City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the rights of the City under the Surprise City Code or this Agreement, whether arising before or after the date of transfer.

25.3 The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this License, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Licensee.

25.4 Nothing in this Section shall be deemed to prohibit a pledge or, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of the Licensee. The lender may not transfer or change control of the License without submitting the change to the City for consent under this Section. If the lender does continue operation on any basis at any time, it shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender shall apply to the City for the right to continue assumption of control or to transfer the License. Application by the lender for approval of such assumption of control or transfer shall be subject to

all provisions set forth herein on consent by the City Council and approval shall not be unreasonably denied or delayed. A "lender" as discussed herein does not include a company, person or corporation or other entity that operates cable television systems or telecommunications systems as a principal or important business. This section is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

25.5 Any transfer without City's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this License and Agreement. City may, in its sole discretion and in addition to all other lawful remedies available to City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Accipiter and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive City's consent.

SECTION 26. No Third Party Beneficiaries

26.1 No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, Accipiter's construction of improvements, Accipiter's negligence, Accipiter's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Accipiter), or otherwise as a result of the existence of this Agreement.

SECTION 27. Penalties for Violation of Terms

27.1 City may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other City permits and authorizations until Accipiter complies with the terms of this License, this Agreement or the applicable law.

27.2 Such remedies are cumulative and may be pursued in the alternative.

SECTION 28. Revocation/Termination

28.1. The License granted hereunder may be revoked and/or terminated prior to its date of expiration by the City for the following reasons:

28.1.1. Accipiter fails to comply with the material terms and conditions of this Agreement or applicable law, including but not limited to failing to maintain any insurance, security fund, and/or performance bond and fails to correct the same after notice and opportunity to cure.

28.1.2. Accipiter fails to make payments in the amounts and at the time specified in this Agreement after the appropriate notice.

28.1.3. Accipiter ceases doing business in the City.

28.1.4. Accipiter fails to provide current, accurate as-built plans and maps showing the location of all Fiber Optic Facilities installed or constructed in the City.

28.1.5. Accipiter is or becomes insolvent or is a party to a voluntary or involuntary bankruptcy, reorganization, or receivership case or proceeding, makes

an assignment for the benefit of creditors, is subject to other actions by creditors that, in the reasonable, good faith opinion of the City, threaten the financial viability of Accipiter as a going concern, or if there is any similar action that affects Accipiter's capability to perform its obligations under this License and/or Agreement.

28.1.6. Accipiter fails to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.

28.1.7. A court has issued an injunction that in any way prevents or restrains Accipiter's use of any portion of the ROW and remains in force for a period of at least thirty (30) consecutive days.

28.1.8. Accipiter is unable to use any substantial portion of the ROW for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, flood, or other natural disaster or similar casualty.

28.2. Before terminating this Agreement under Sections 28.1.1, 28.1.2, 28.1.4, and 28.1.6, the City Manager or a designee, shall give prior written notice to Accipiter of the defect in performance and give Accipiter sixty (60) days within which to cure the defect in performance.

28.3. The City need not provide a sixty (60) day cure period prior to termination if the City finds that the defect in performance under this Agreement is due to intentional misconduct, is a violation of criminal law, or is a part of a pattern of repeated and persistent violations where Accipiter has already had notice and opportunity to cure.

28.4. The City Manager has the authority to terminate, subject to Accipiter's right to notice and cure where provided, this License and/or Agreement.

28.5. This License may be terminated prior to its date of expiration by Accipiter by providing the City with ninety (90) days' written notice and only upon making arrangements satisfactory with the City Engineer to remove all Accipiter's above ground Facilities from public property and the ROW, unless the City Engineer agrees in writing to allow Accipiter to abandon part or all of its Facilities in place. If the City Engineer agrees to allow Accipiter to abandon its Facilities in place, the ownership of such Facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Accipiter shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

SECTION 29. Liquidated Damages

29.1 Accipiter's obligation to pay liquidated damages does not in any way detract from Accipiter's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Accipiter's obligation to pay liquidated damages.

29.2 Accipiter understands and agrees that failure to comply with any time and performance requirements in this License will result in damage to the City, and that it is and will be impracticable to determine the actual amount of such damages in the event of delay or nonperformance; therefore Parties hereby agree to the liquidated damages will accrue in the amount of Five Hundred Dollars (\$500.00) per day beginning on the tenth (10th) day after written notice of a violation and continuing until the breach has been cured. Liquidated damages specified herein may be chargeable to the security fund.

SECTION 30. Cancellation for Conflict of Interest.

30.1 Pursuant to A.R.S. § 38-511, City may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of City is or becomes at any time while this Agreement or an extension of this Agreement is in effect an employee of or a consultant to Accipiter with respect to the subject matter of this Agreement. The cancellation shall be effective when Accipiter receives written notice of the cancellation, unless the notice specifies a later time.

SECTION 31. Notice

31.1 All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, or by facsimile transmission showing a valid delivery receipt if a hard copy of the same is followed by delivery through the U.S. mail or by private delivery systems, addressed as follows:

City of Surprise:

City of Surprise
City Engineer
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: (623) 222-6150

Accipiter Communications Inc. dba Zona Communications:

Accipiter Communications, Inc.
28620 N. El Mirage Rd., Suite 101
Peoria, AZ 85382
Phone: (623) 455-4500
Fax: (623) 455-4545

31.2 Notices shall be deemed sufficiently given and served upon the other party if delivered by facsimile transmission (provided with respect to facsimile that such transmissions are received on a business day during normal business hours), the first business day after deposit if sent by private delivery systems and the fifth business day after deposit in U.S. Mail.

31.3 Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above.

31.4 Accipiter shall notify the City within ten (10) business days of any change in mailing address.

SECTION 32. Governing Law

32.1 It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the

enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of Maricopa County, Arizona.

SECTION 33. Partial Invalidity/Permit

33.1 If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable or preempted.

33.2 Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the City did not have the authority to issue a License to Licensee under A.R.S. § 9-581 to § 9-583, as amended or succeeded, then this License shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this License except for conditions relating to the term of the License and the right of termination. If this License shall be considered a revocable permit as provided herein, Accipiter acknowledges the authority of the City Council to issue a revocable permit and the power to revoke as provided therein.

SECTION 34. No Warranty

34.1 The issuance of a license, permit or other authorization by the City is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.

34.2 Accipiter ACKNOWLEDGES AND AGREES THAT CITY DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND Accipiter HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY CITY ROW SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

SECTION 35. Non-Waiver

35.1 Accipiter shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 36. Remedies Not Exclusive

36.1 The remedies set forth in this License and Agreement are not exclusive. Election of one remedy, including assessment of liquidated damages, does not preclude the use of other remedies.

SECTION 37. Force Majeure

37.1 With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Accipiter, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, terrorist attack, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by Accipiter and is beyond its reasonable control.

SECTION 38. Survival of Liability

38.1 All obligations of Accipiter and City hereunder and all warranties and indemnities of Accipiter hereunder shall survive termination of this Agreement.

SECTION 39. Complete Agreement

39.1 This Agreement, including any Exhibits which are attached, are hereby incorporated into this Agreement and all of which constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

This Agreement executed this _____ day of _____, 2017.

City of Surprise,
Arizona municipal corporation

Accipiter Communications, Inc.
dba Zona Communications
a Nevada Corporation

By: _____
Sharon Wolcott, Mayor

By: 
Title: President/CEO

ATTEST:

Sherry Aguilar, City Clerk

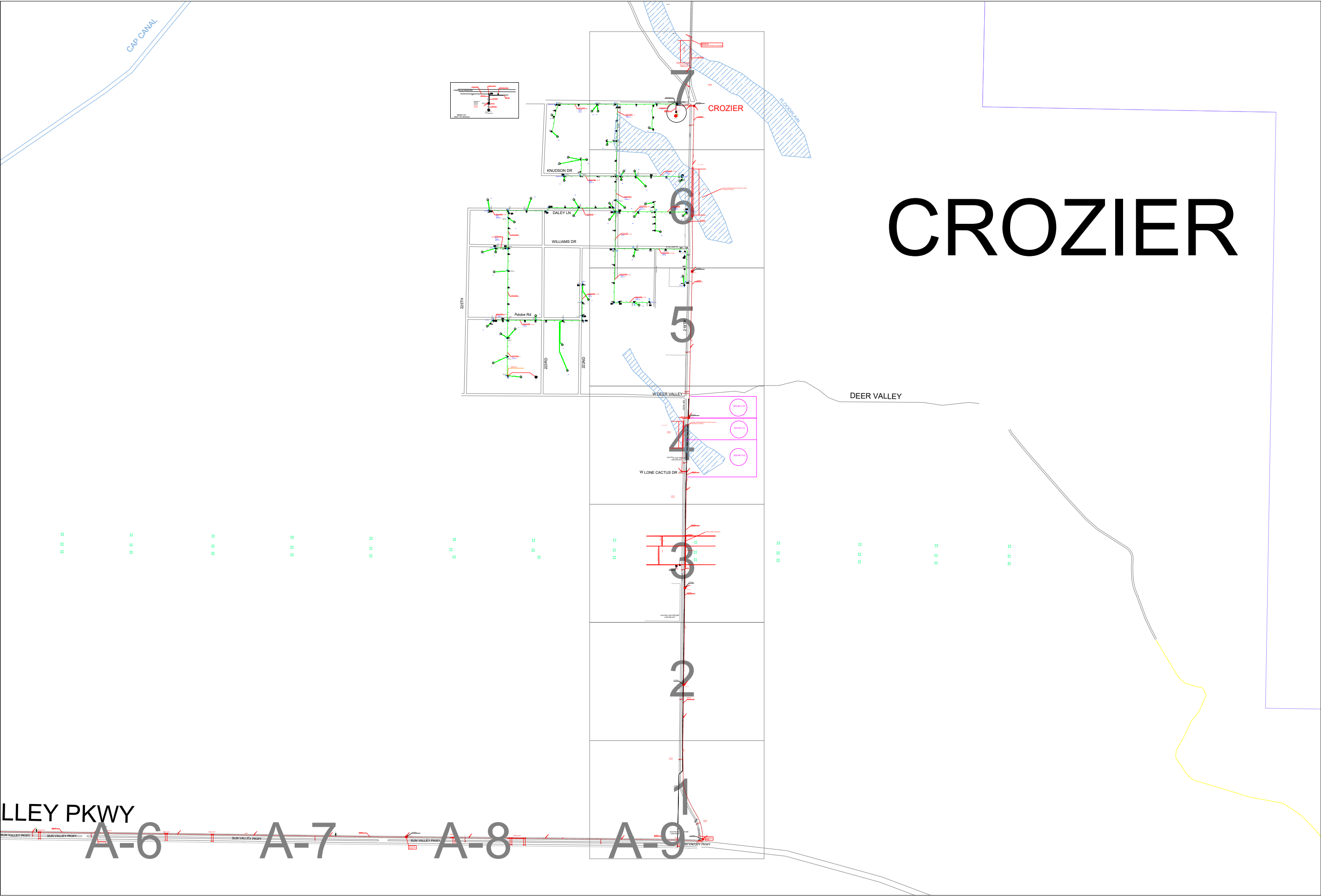
APPROVED AS TO FORM:

Robert Wingo, City Attorney

Exhibit A – Route Map within Surprise

Exhibit B – Insurance Certificate

Exhibit A



ZONA



COMMUNICATIONS

LEGEND

NEW 48 COUNT BURIED FIBER OPTIC CABLE

GAS LINE

FENCE LINE

BORE

PROPOSED HANDHOLE

CATTLE GAURD

CULVERT

MILE MARKER

LOCATE POST

MAINTENANCE POST

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



Call 811 or click Arizona811.com

KEY MAP

SCALE

NTS

PLOT DATE

9/11/2017

SHEET NUMBER

KEY

Project Number:
Crozier South Fiber Optic Ring



Zona Network Map West 9-11-17 JC.dwg

Exhibit B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Telcom Insurance Services Corp. 6301 Ivy Lane, Suite 506 Greenbelt, MD 20770 www.TelcomInsGrp.com	CONTACT NAME: PHONE (A/C, No, Ext): 800.222.4664 FAX (A/C, No): 301.474.6196 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co. of NY INSURER B: Hartford Accident and Indemnity Co. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Accipiter Communications Inc. dba Zona Communications 2238 West Lone Cactus Drive Suite 100 Phoenix AZ 85027	NAIC # 16691

COVERAGES**CERTIFICATE NUMBER:** 38837493**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		MAC 2-50-32-84	7/21/2017	7/21/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAP 2-50-32-85	7/21/2017	7/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EXC 2-50-32-86	7/21/2017	7/21/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	42WECQ7357	7/21/2017	7/21/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDERCity of Surprise
Attn: Risk Manager
16000 N. Civic Center Plaza, 2nd Fl.
Surprise AZ 85374**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter J. Elliott

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ACORD 25 (2016/03)

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CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

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

Council Meeting Date:	December 19, 2017	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to amending the Fiscal Year 2018 budget by reallocating appropriations in the amount of \$116,200 from Grants and Contingency Fund to add one civil engineer-associate in the Public Works department and fund contract labor for Community Development associated with the increase demand for permit reviews and building inspections; Resolution # 2017-146.

Motion:

I move to approve Resolution # 2017-146.

Background:

Activity in the Engineering services division continues to increase; the number of sheet reviews and design report reviews increased 25% and 120%, respectively, from FY2016 to FY2017. As the number of development plans and reports submitted steadily rise, additional demand is put on current staff to accommodate the workload. The addition of the civil engineer – associate will enable staff to meet deadlines and ensure quality review to avoid higher costs for both developer and the City related to field corrections. During the first five months of FY18 the demand for building inspections is increasing beyond the ability of the Building Safety Division to sustain a long standing performance standard of completing all inspections on the date requested. Building safety has not “rolled over” a single inspection since 2010. Since July 1, 2017 building inspections have increased 43% year to date from 6,703 in FY17 to 9,620 in FY18. Inspection Units, a measure of time assigned to each inspection type, has similarly increased 41% in the same time frame. The addition of a contract inspector will enable Building Safety to continue providing quality services to the residents and business community of surprise, while also being fiscally sensitive during a cyclical market.

Objective Analysis:

Staff will soon be unable to meet the demand within the expected time-frames and quality for plan reviews and inspections. Lack of quality plan reviews and inspections may likely lead to additional reviews and inspections to address missed comments and, in turn, extend the overall time it takes for final approvals. The Public Works civil engineer – associate will be required to be more involved in the

City process as noted below, therefore this requires an additional staff to be managed by Engineering manager. Benefits of full time employee compared to contract employee/firm: Reduced time needed from supervisor/internal staff for: Project oversight Peer-review/check work Meetings/coordination More engaged with the overall mission of the city Able to expedite projects if needed (without negotiating expedited fees) Less oversight needed from supervisor Readily available for internal/external meetings Less turnover/training time More consistent review results compared to other internal reviewers Contacted building inspectors will initially work best because the inspectors are checking to ensure contractors are following City building codes which are clear and easily communicated, and the contracted inspectors will only be used as necessary.

Policy Compliant:

This item is policy compliant.

Financial Impact:

The position with all benefits and associated supplies are expected to cost \$57,700 for the remainder of FY2018 in the Public Works department and the contract labor is expected to cost \$58,500 for the remainder of FY2018 in the Community Development department. These requests are covered by revenues that are exceeding the FY18 budget projections. This is due to the development coming in at a greater rate than anticipated coupled with the updated fee schedule that went into effect in September.

Budget Impact:

This budget amendment request will utilize Grants and Contingency Funds in the amount of \$57,700 for the addition of one position and related operational expenses for a civil engineer – associate in the Public Works department and \$58,500 for contract labor services for building inspections in the Community Development department without exceeding the approved total annual budget for FY2018. For FY2019, the costs of the positions and revenue projections will be budgeted for as part of the budget process.

FTE Impact:

This item is for 1 full-time position for half a year. With the expectation that there will be a budget request for FY2019 by both departments for ongoing positions.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2017-146](#)
 - ☐ [PRESENTATION](#)
-

RESOLUTION # 2017-146

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$57,700 FROM GRANTS FUND CONTINGENCY TO PUBLIC WORKS' GENERAL FUND PERSONNEL BUDGET AND \$58,500 TO COMMUNITY DEVELOPMENT'S GENERAL FUND SERVICES BUDGET FOR PLANNING AND PERMITTING. THIS WILL ALSO INCREASE THE PUBLIC WORKS GENERAL FUND TOTAL FULL-TIME EQUIVALENT COUNT BY ADDING ONE CIVIL ENGINEER – ASSOCIATE.

WHEREAS, the FY2018 budget was adopted included funding for two civil engineer - associates, one in the General Fund and one in the Water Operations;

WHEREAS, the single family and commercial permits continue to increase at a pace above projections for a third year in a row;

WHEREAS, the Public Works Engineering division needs additional help to meet demand and avoid delays in processing plans and permits;

WHEREAS, the Community Development Building Safety division needs additional contractual help to meet demand and avoid carrying over inspections;

WHEREAS, the one-time prorated amendment pertaining to the Public Works Engineering division cost will be for \$57,700 for salaries and employee related expenses. A budget package will be requested for FY2019 for ongoing cost;

WHEREAS, the one-time prorated amendment pertaining to the Community Development Building Safety division cost will be for \$58,500 for one contactor inspector. A budget package will be requested for FY2019 for ongoing cost;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-146
Exhibit A

1. The allocation below represents a reallocation of appropriation in the amount of \$116,200 from the Grants Fund Contingency, of which \$57,700 is allocated to the Public Works General Fund for Engineering Development and \$58,500 is allocated to Community Development. Plan review activity continues to increase; the number of engineering plan sheets reviewed by staff increased by over 90% from FY15 to FY17. In addition to the plan review volume, the complexity of the projects is significant. Several master planned communities are currently in the conceptual, preplat and final plat stages of design review, all with aggressive review schedules. It is anticipated that several more projects will be submitted in the near future, putting additional demand on current staff to accommodate the workload in expected time frames. The goal between Public Works and Community Development is to have an equal amount of planners to engineering reviewers so that project review times don't lag between departments. An additional Public Works Associate Civil Engineer and two Community Development contractors would assist in meeting that goal.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Public Works	Personnel Services	E	4,201,200	53,200	4,254,400
General Fund	Public Works	Supplies	E	741,800	2,600	744,400
General Fund	Public Works	Services	E	2,396,800	1,900	2,398,700
General Fund	Community Development	Services	E	476,800	58,500	535,300
Grants	General Operations	Contingency	E	12,197,200	(116,200)	12,081,000
Expense Total				20,013,800	-	20,013,800

2. Full-Time Equivalent (FTE) - The expansion of planning and permitting service requires the addition of 1 new FTE to the Public Works' Engineering division.

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
General Fund	Public Works	43.0	1.0	44.0



S U R P R I S E

A R I Z O N A

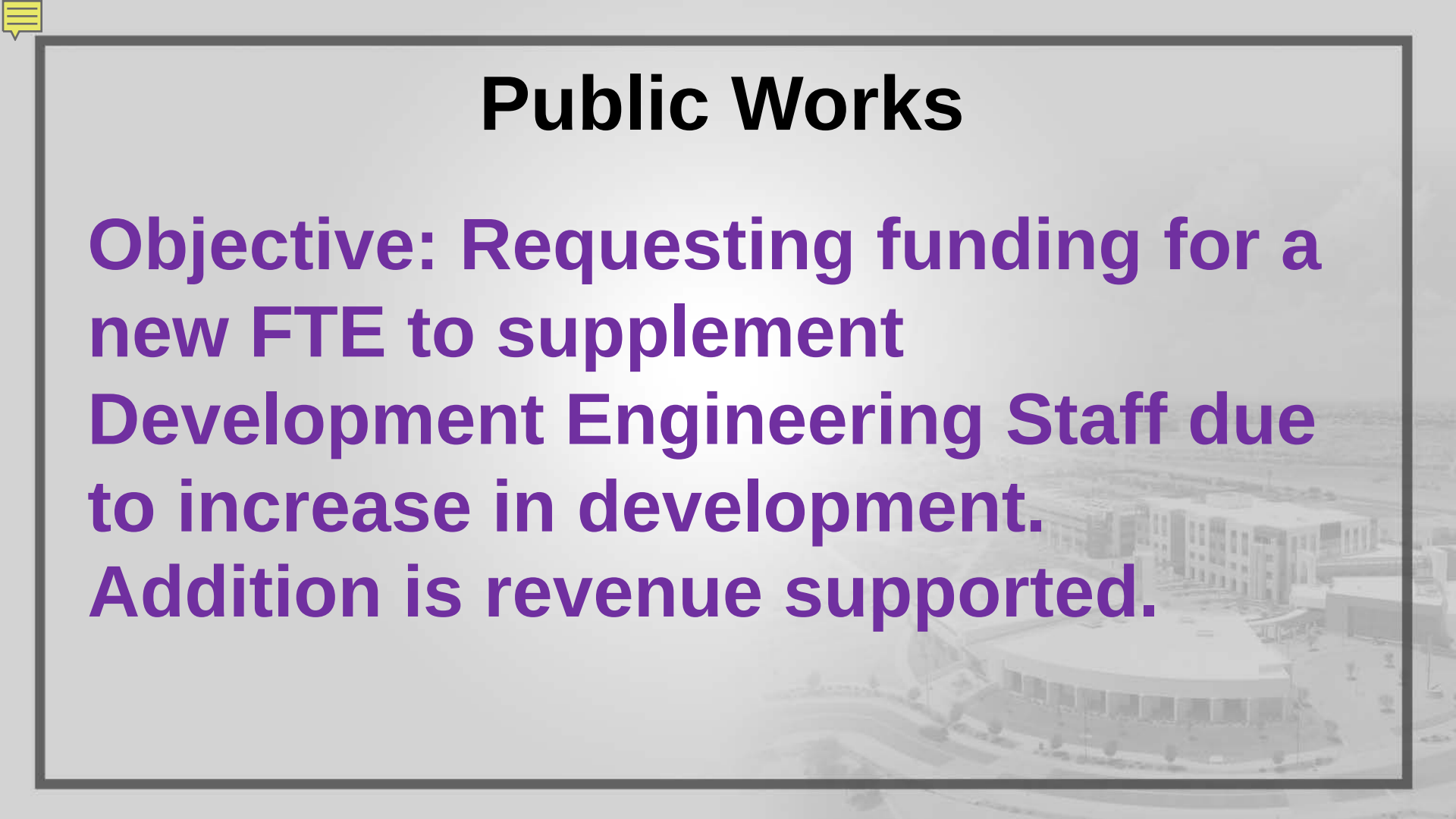
**FTE Civil Engineer – Associate
Public Works
Contract Labor
Community Development**

December 19, 2017



Public Works

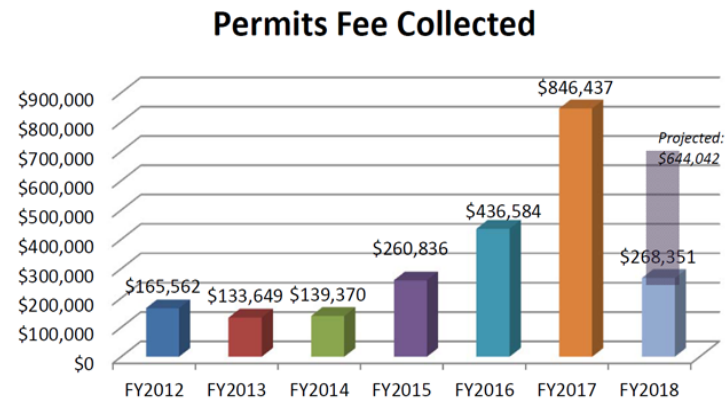
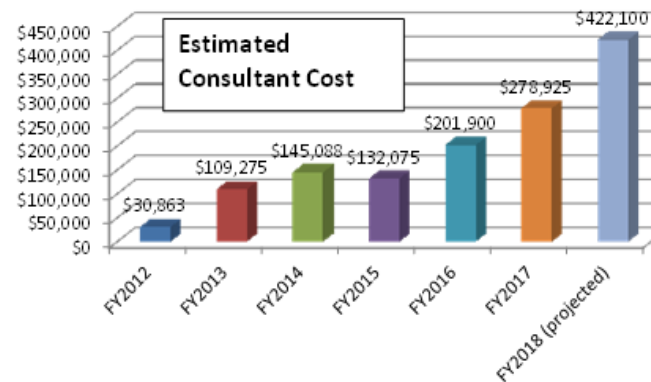
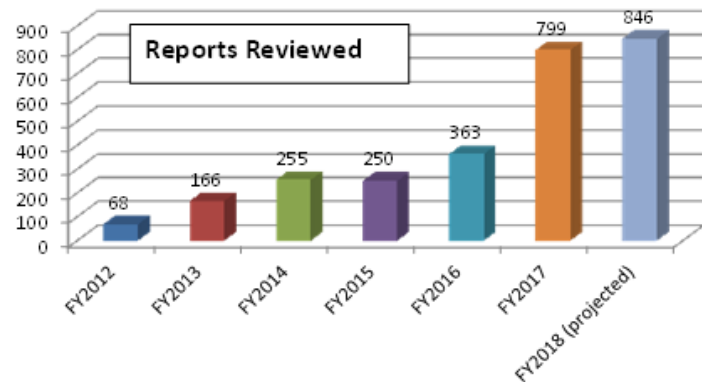
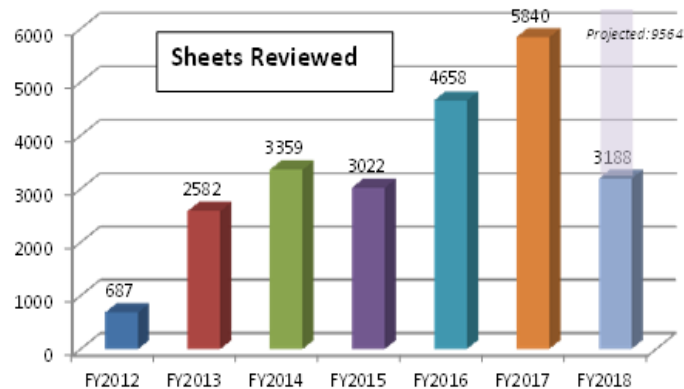
Objective: Requesting funding for a new FTE to supplement Development Engineering Staff due to increase in development. Addition is revenue supported.





Public Works Civil Engineer - Associate

- Year over year increase in development review based on 2012 – 2017 results
 - Current staff levels since 2009
 - Anticipated increase in reviews based on current entitlement activity
- 



Benefits of full time employee compared to contract employee/firm:

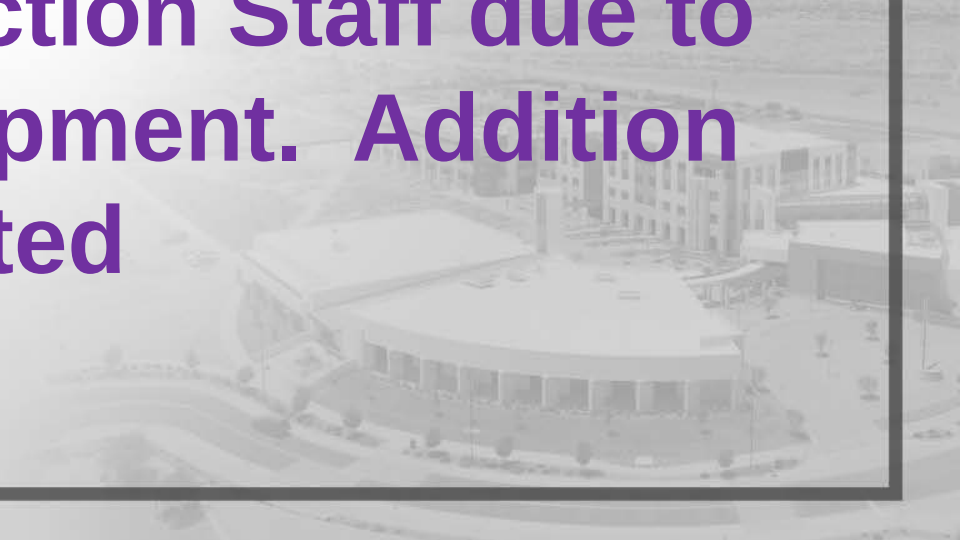
- Reduced time needed from supervisor/internal staff for:
 - Project oversight
 - Peer-review/check work
 - Meetings/coordination
- More engaged with the overall mission of the city
- Able to expedite projects if needed (without negotiating expedited fees)
- Less oversight needed from supervisor
- Readily available for internal/external meetings
- Less turnover/training time
- More consistent review results compared to other internal reviewers





Community Development

Objective: Requesting funding for Contract Inspection Services to supplement Inspection Staff due to increase in development. Addition is revenue supported

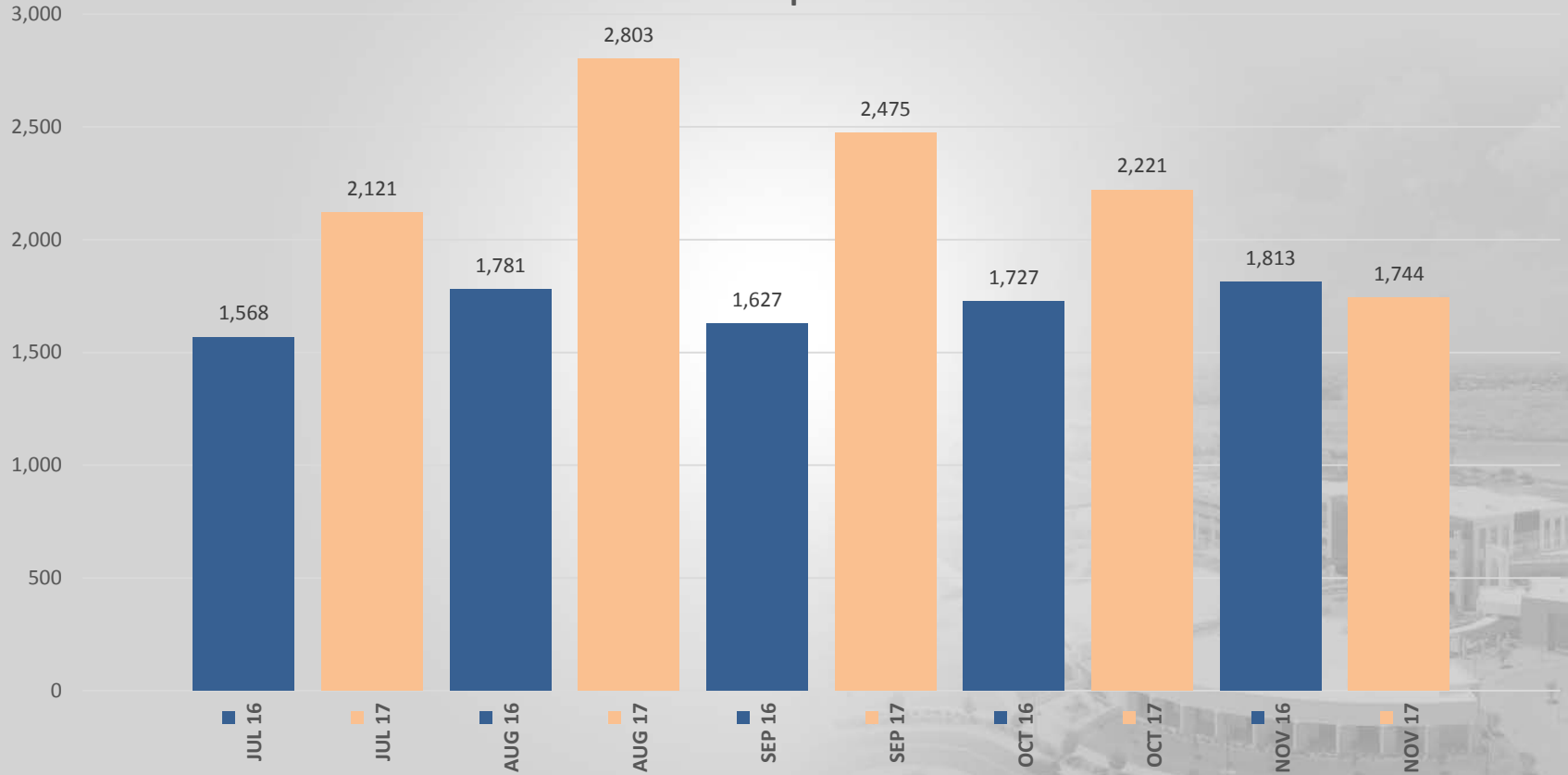




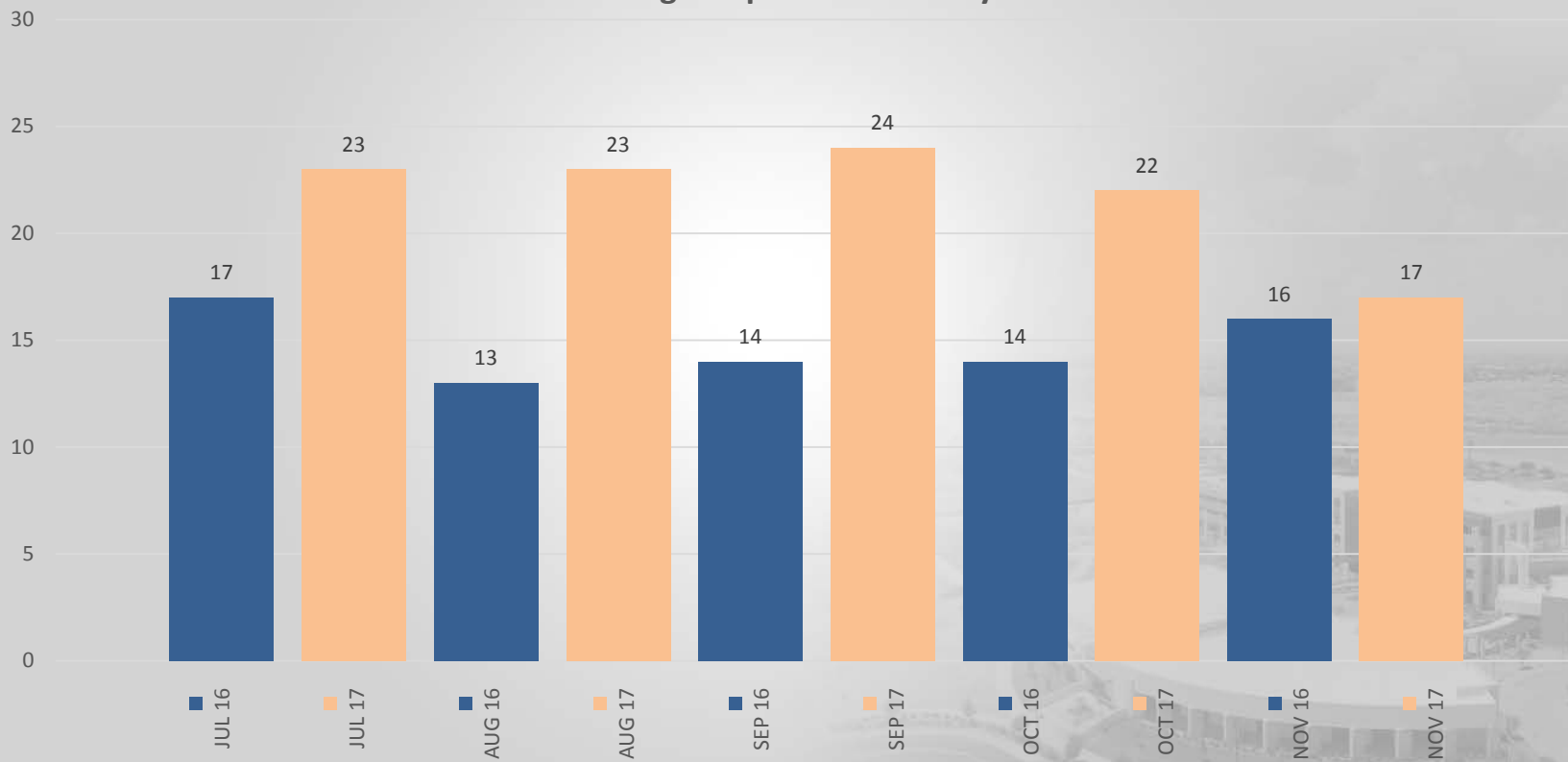
Community Development – Contract Inspection Services

- Year over year increase in development review based on 2012 – 2017
- Added one fulltime inspector with inclusion of Solar Fees in FY16/17 budget cycle (Revenue supported)
- Building Inspections in the 1st quarter (FY17/18) totaled 7,378, which is the fourth consecutive quarter where inspections reached a new high in the last five quarters
- Single Family Residential (SFR) permits in November 2017 at 99 permits issued comparison November 2016 50 issued in the same month
- Total year to date SFR AT 756 55% more than last year in the same period which was 489

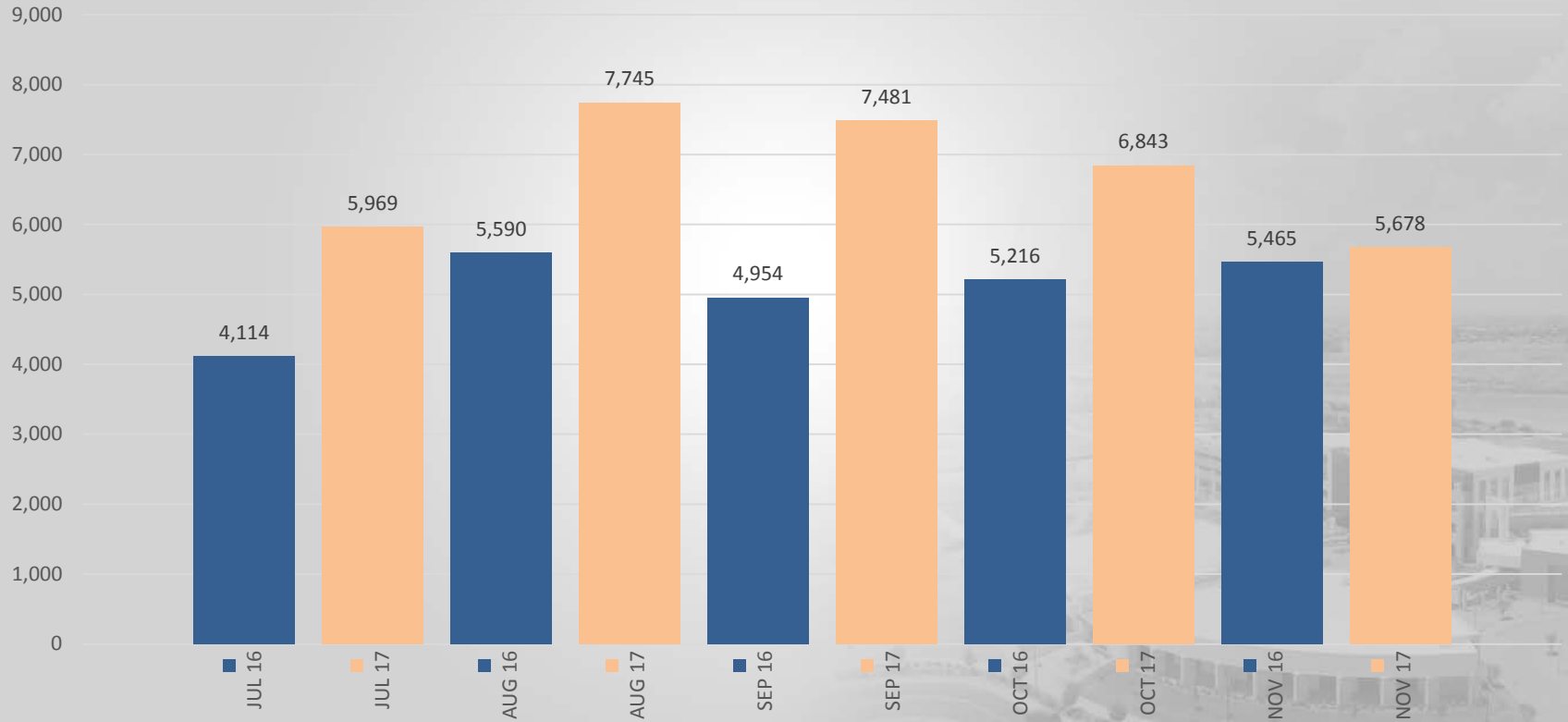
Total Inspections

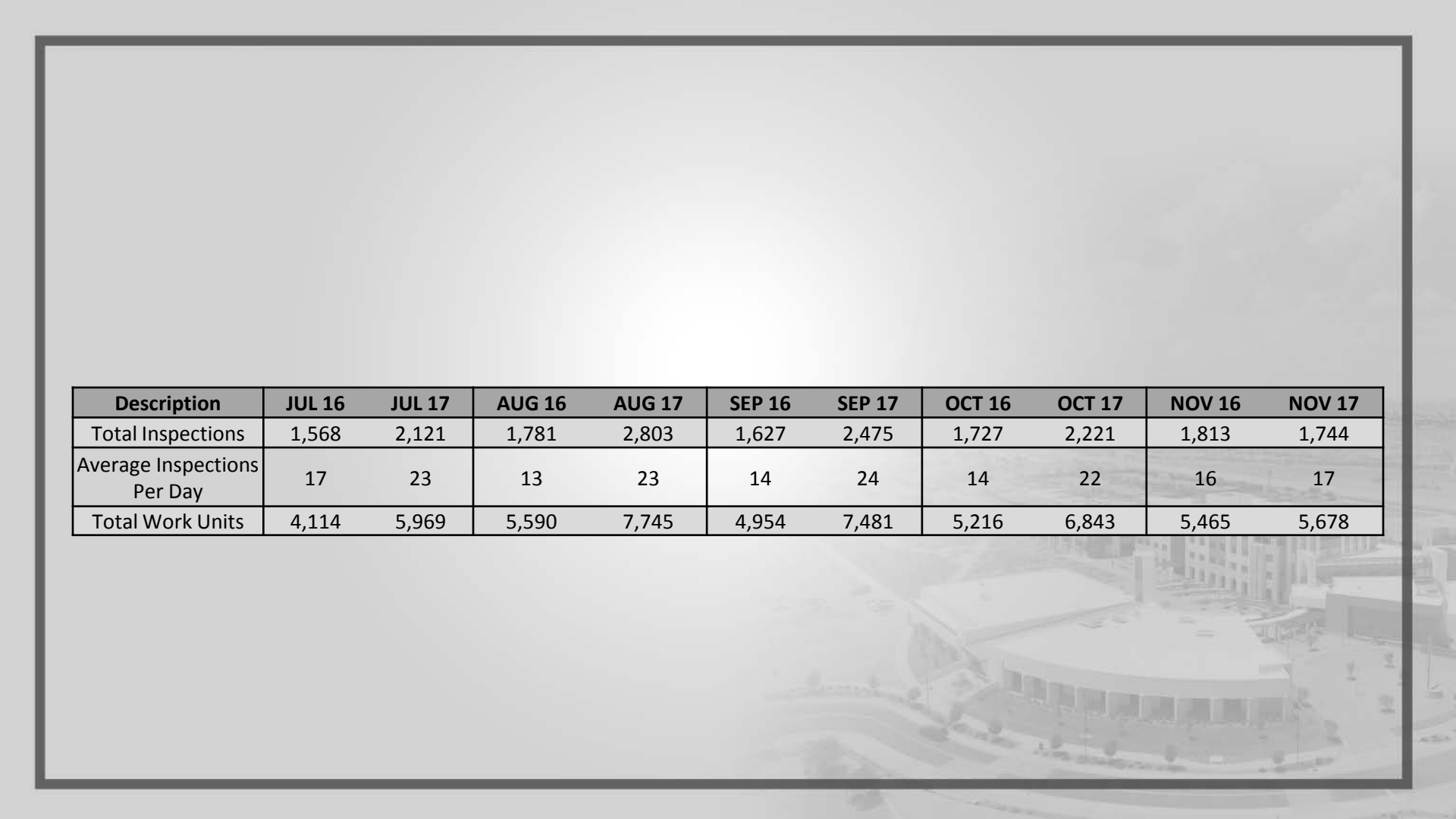


Average Inspections Per Day



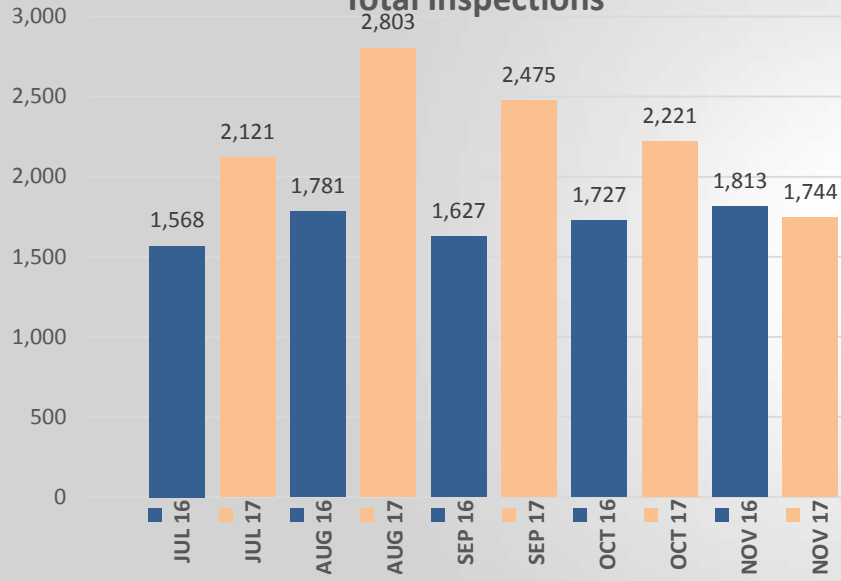
Total Work Units



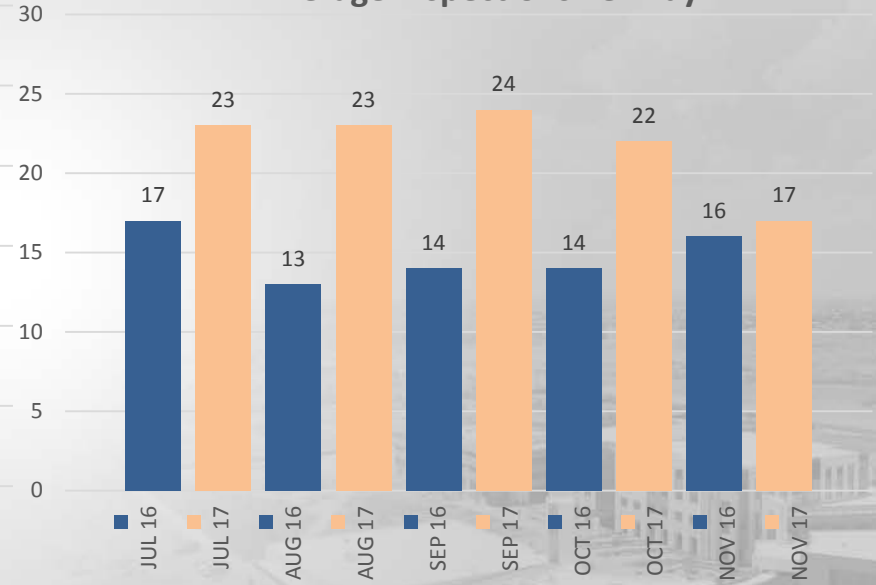


Description	JUL 16	JUL 17	AUG 16	AUG 17	SEP 16	SEP 17	OCT 16	OCT 17	NOV 16	NOV 17
Total Inspections	1,568	2,121	1,781	2,803	1,627	2,475	1,727	2,221	1,813	1,744
Average Inspections Per Day	17	23	13	23	14	24	14	22	16	17
Total Work Units	4,114	5,969	5,590	7,745	4,954	7,481	5,216	6,843	5,465	5,678

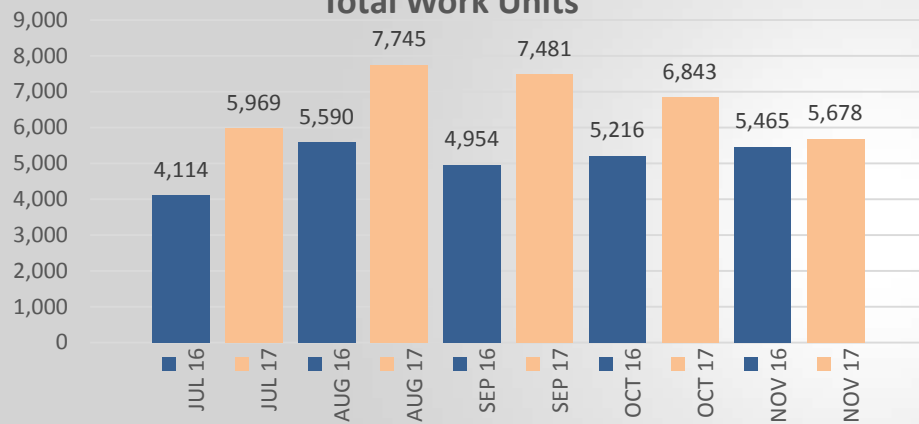
Total Inspections



Average Inspections Per Day



Total Work Units





SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 19, 2017	Contact Person:	Mike Gent Public Works Director
Submitting Department:	Public Works	District:	Internal
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of the transfer of one employee associated with capital projects from Public Works to Water Resource Management, Resolution # 2017-149.

Motion:

I move to approve Resolution # 2017-149.

Background:

The FY2018 budget was adopted including funding for one full-time engineering manager position which will be moved from the Public Works Department to Water Resource Management Department to better align with Department objectives.

Objective Analysis:

This action now allows the Water Resource Management team to have one dedicated project manager to support operations and maintenance in new capital projects and ongoing asset replacement.

Policy Compliant:

This item is policy compliant.

Financial Impact:

This position is paid for out of the Public Works wastewater fund with this action the position and their supplies and services will be paid for by the same fund but will reside in the Water Resource Management department.

Budget Impact:

This position is currently budgeted as part of the FY2018 budget in the Public Works department wastewater fund. This action item will transfer the funding and reporting responsibility to the Water Resource Management department in the same wastewater fund.

FTE Impact:

This action will decrease the Public Works Department full-time equivalent (FTE) count by one and bring the count to 2.0 within the Sewer Operations Fund and increase the Water Resource Management Department's count by one and bring the count within the Sewer Operations Fund to 35.7.

ATTACHMENTS:

Click to download

☐ [Resolution 2017-149](#)

RESOLUTION # 2017-149

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$163,400 FROM PUBLIC WORKS PERSONNEL, SUPPLIES, AND SERVICES BUDGET TO THE WATER RESOURCE MANAGEMENT PERSONNEL, SUPPLIES, AND SERVICES BUDGET WITHIN THE SEWER OPERATIONS FUND, AND MOVE ONE FULL -TIME EQUIVALENT POSITION FROM THE PUBLIC WORKS DEPARTMENT TO THE WATER RESOURCE MANAGEMENT DEPARTMENT WITHIN THE SEWER OPERATIONS FUND, TO BETTER ALIGN THE POSITION AND JOB RESPONSIBILITIES CURRENTLY BEING PERFORMED UNDER THE WATER RESOURCE MANAGEMENT DEPARTMENT.

WHEREAS, the FY2018 budget was adopted including funding for one full-time engineering manager position which will be moved from the Public Works Department to Water Resource Management Department to better align with Department objectives,

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-149

Exhibit A

1. Appropriation - The allocation below represents a reallocation in the amount of \$163,400 from Public Works Department Sewer Operations Fund personnel, supplies, and services operating budget to Water Resource Management Department Sewer Operations Fund personnel, supplies, and services operating budget to move an Engineering Manager full-time equivalent position from Public Works Department to the Water Resource Management Department. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Operations	Public Works	Personnel Services	E	325,700	(138,500)	187,200
Sewer Operations	Public Works	Supplies	E	18,000	(2,500)	15,500
Sewer Operations	Public Works	Services	E	40,000	(22,400)	17,600
Sewer Operations	Water Resource Management	Personnel Services	E	-	138,500	138,500
Sewer Operations	Water Resource Management	Supplies	E	-	2,500	2,500
Sewer Operations	Water Resource Management	Services	E	-	22,400	22,400
Expense Total				383,700	-	383,700

2. Full-Time Equivalent (FTE) – This request moves one full-time engineering manager position from the Public Works Department to the Water Resource Management Department.

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
Sewer Operations	Public Works	3.0	(1.0)	2.0
Sewer Operations	Water Resource Management	34.7	1.0	35.7



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 19, 2017	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance	District:	1
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion pertaining to the FY2018 Financial Status Report through October 2017.

Motion:

Discussion only, there is no action.

Background:

This update will review the financial activity through the month of October 2017.

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.

Budget Impact:

This item does not amend the current fiscal year budget. There will be discussion of the city's financial performance to-date.

FTE Impact:

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

ATTACHMENTS:

Click to download

☐ [Financial Status Presentation - 1st Quarter](#)



S U R P R I S E
ARIZONA

FY2018 Financial Status Update

**City Council Meeting
December 19, 2017**

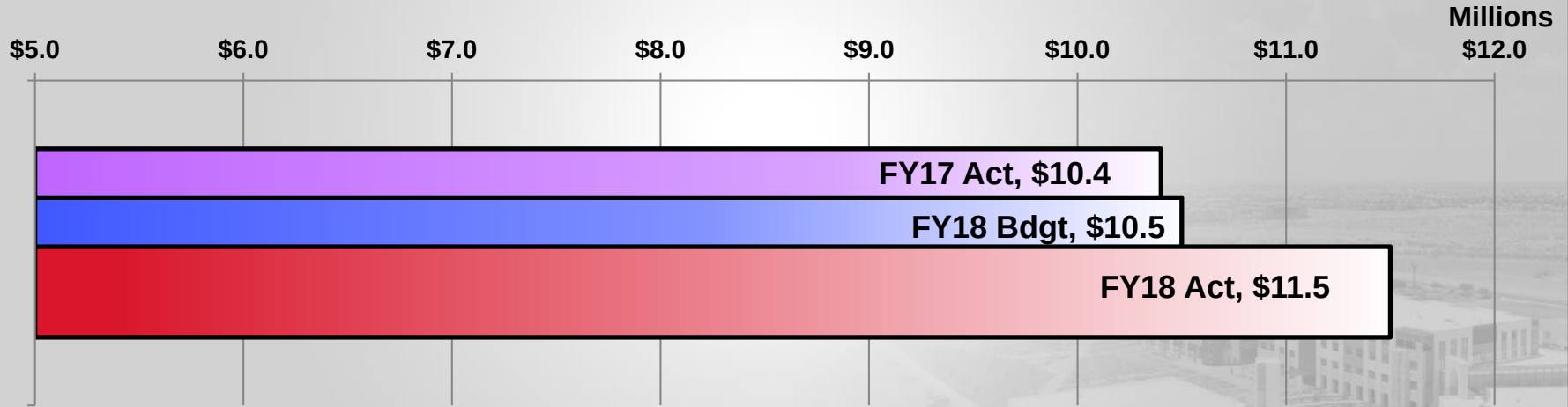
FY2018 General Fund Resources

Category	Budget Thru Sept	Actual Thru Sept	\$ Variance	% Variance
Local Sales Tax	\$ 10.5	\$ 11.5	\$ 1.0	9.5%
Intergovernmental	7.4	8.5	1.1	14.9%
Charges for Services/Other	1.7	3.1	1.4	82.4%
Property Tax	-	0.7	0.7	
Franchise Fees	0.2	-	(0.2)	(100.0%)
Transfers In	1.4	-	(1.4)	(100.0%)
Total	\$ 21.2	\$ 23.8	\$ 2.6	12.3%

Amounts in millions

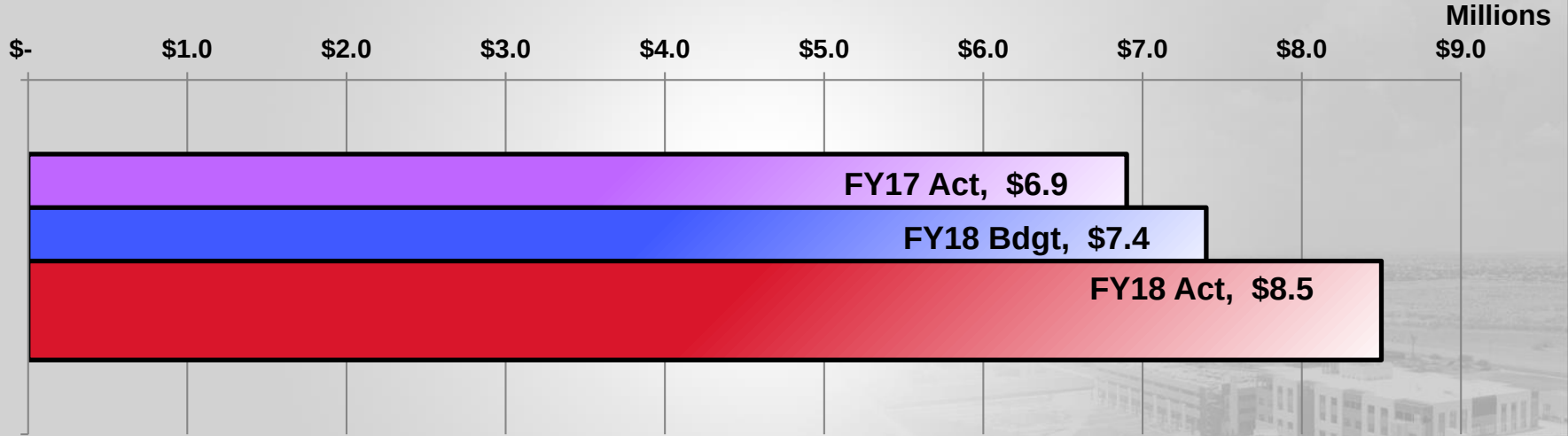
*Unaudited

Local Sales Tax



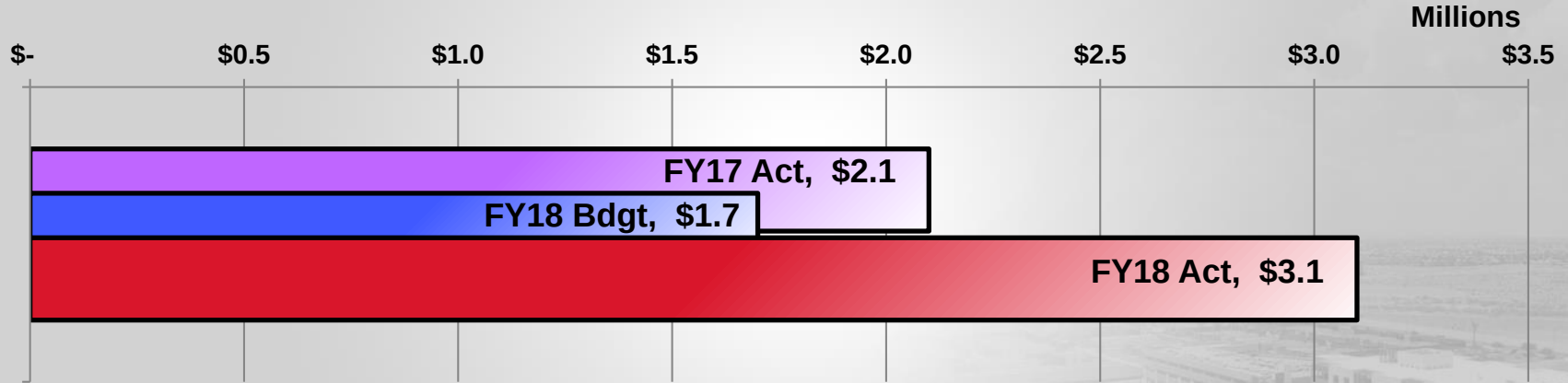
- Current actuals exceeded budget by \$1 M

Intergovernmental



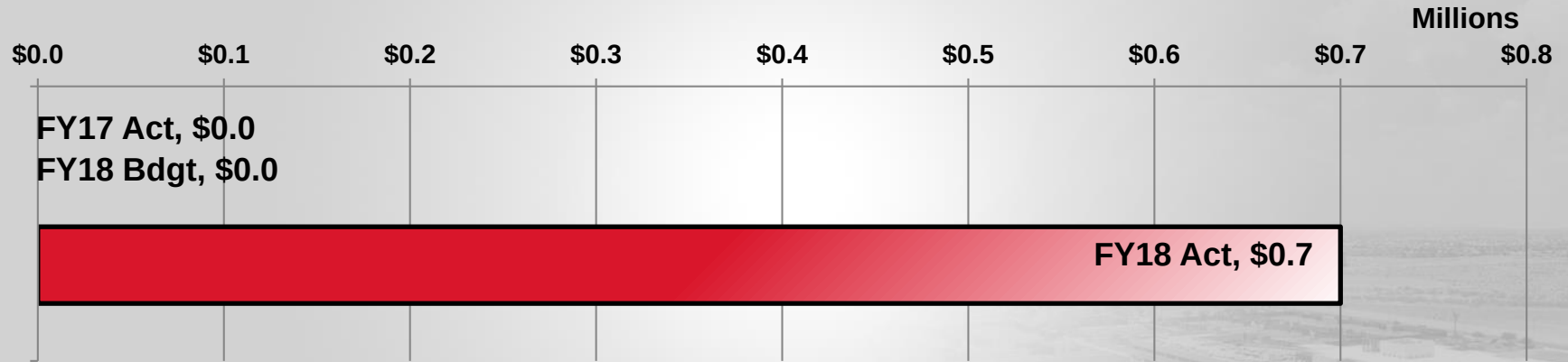
- Current actuals exceeded original budget by \$1.1 M

Charges for Services/Other FY2018



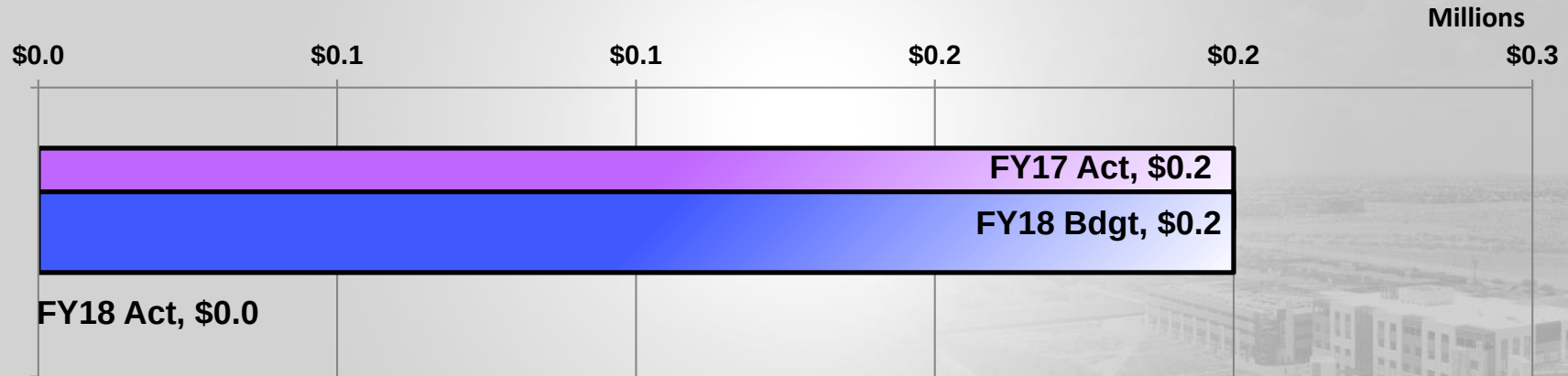
- Current actuals exceeded budget by \$1.4M
 - Development related planning, permitting, and inspection revenue is trending higher than budgeted

Property Tax FY2018



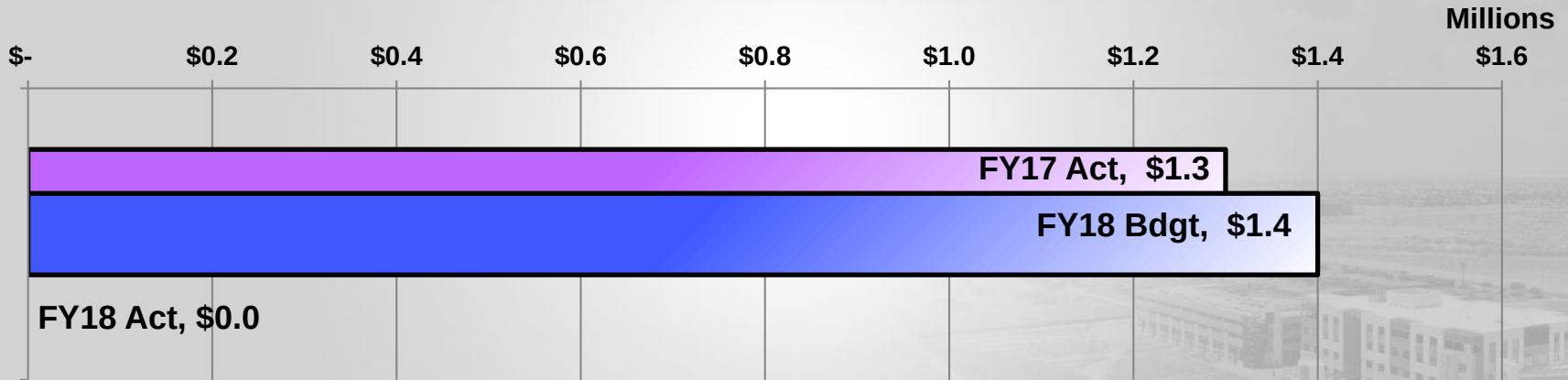
- Actuals exceeded budget by \$0.7M

Franchise Fees FY2018



- No actuals came in during July - September

Transfers In FY2018



- No transfers in were conducted during July - September

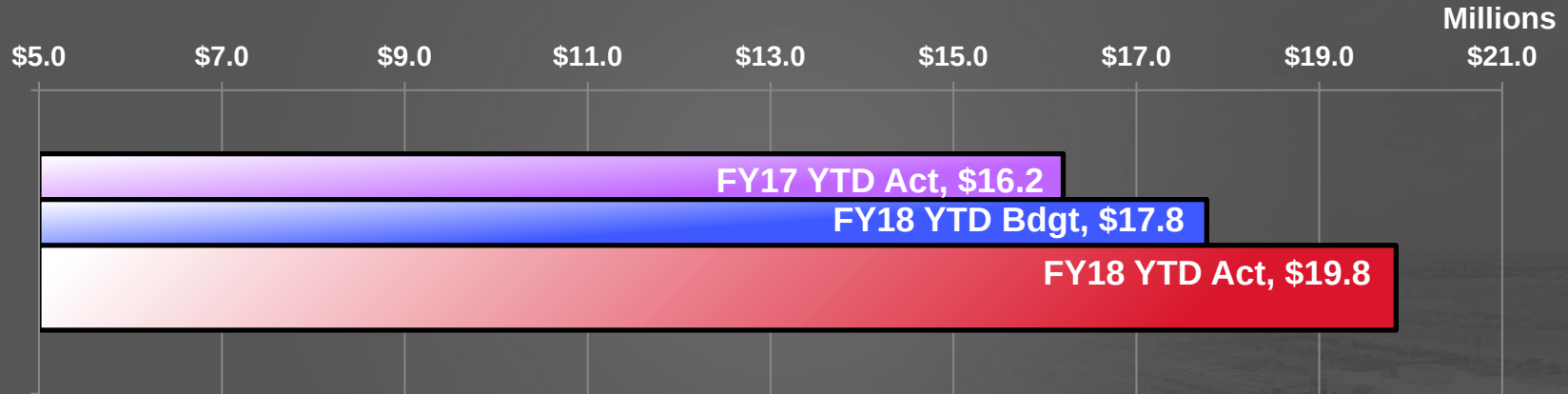
FY2018 General Fund Uses

Category	Budget Thru		Actuals Thru		\$	%
	Sept		Sept*		Variance	Variance
Personnel	\$	17.8	\$	19.8	\$ 2.0	11.6%
Supplies		0.9		0.8	(0.1)	(10.5%)
Services		3.9		4.2	0.3	7.7%
Contingency		-		-	-	-
Transfers Out		-		0.1	0.1	-
Total	\$	22.6	\$	24.9	\$ 2.3	10.6%

Amounts in millions

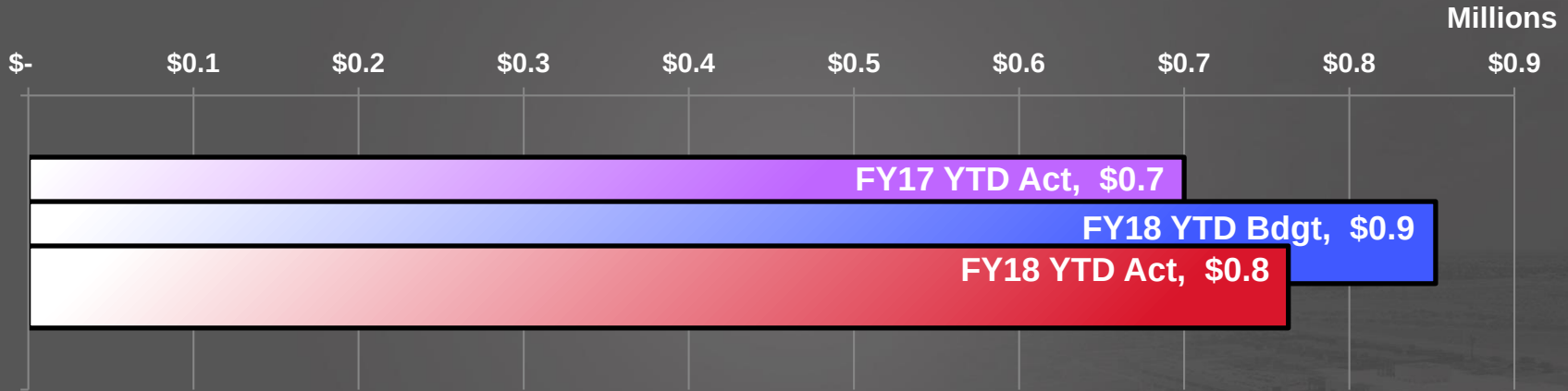
*Unaudited

Personnel FY2018



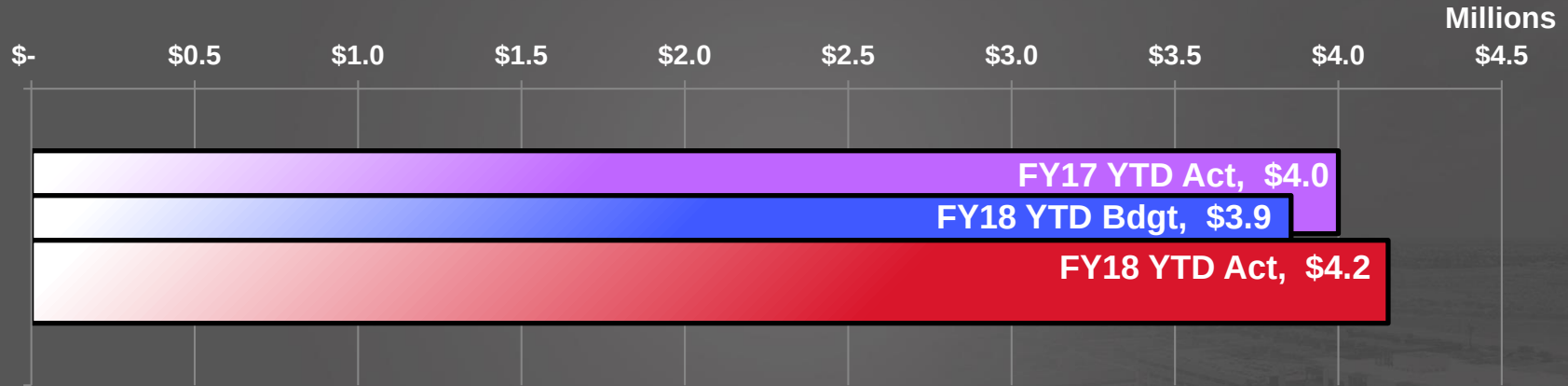
- Unbudgeted PSPRS refund hit the Personnel Budget in July 2017

Supplies FY2018



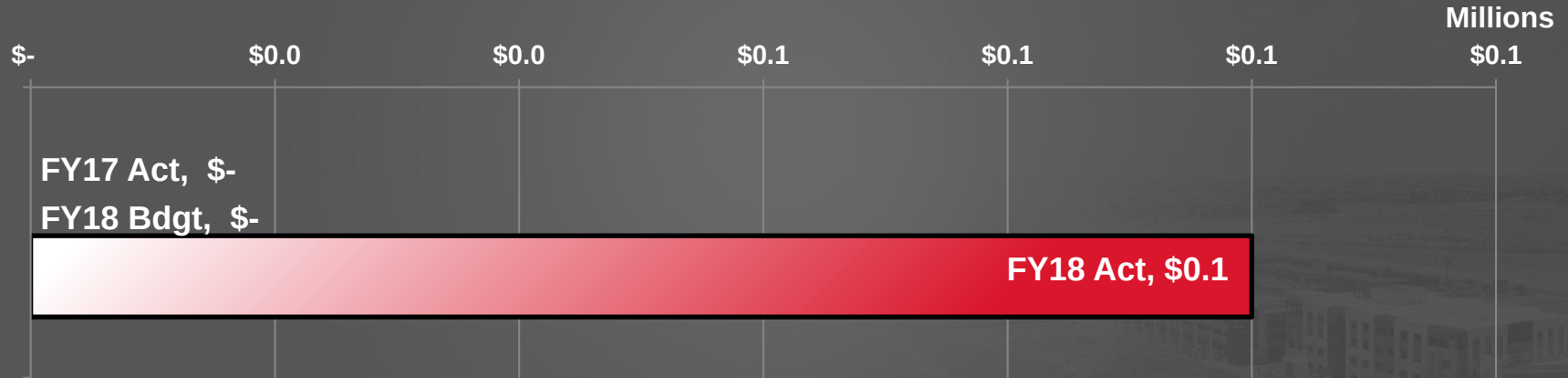
- Current actuals are slightly below original by less than \$0.2M

Services FY2018



- Services are trending higher than the budget amount by \$0.3M

Transfers Out FY2018





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

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

Council Meeting Date:	December 19, 2017	Contact Person:	Tammie Hollowell, Information Technology
Submitting Department:	IT	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a budget amendment for FY2018 by reallocating appropriations from the General Fund - Information Technology in the amount of \$7,800 from supplies to personnel; Resolution # 2017-153.

Motion:

I move to approve Resolution # 2017-153.

Background:

Increased duties and responsibility for two personnel in the Information Technology Department required analysis and review that determined a need to better align the job class with current job performance.

Objective Analysis:

To better align the job class with current job performance for two full-time equivalent positions to maintain and achieve quality systems, security, design, build and implementation.

Policy Compliant:

This item is policy compliant.

Financial Impact:

Upgrades to these positions are expected to cost \$7,800 for the remainder of FY2018 in the Information Technology department.

Budget Impact:

This budget amendment request will reallocate appropriations in the amount of \$7,800 from Information Technology's supplies and services to full-time salaries budget within the General Fund. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

The ongoing FY2018 impact for PCN100268, Information Technology Security Analyst, was analyzed at the current budgeted amount in the General Fund- Information Technology Department for approximately \$96,500 including benefits. If approved, the proposed change could result in an annual cost of \$105,400 which is an increase of approximately \$8,900, to an Information Technology Senior Security Analyst. The analysis assumes an annual salary that is 10% above the employee's current salary which equates to \$80,910 and the employee's current benefits. A budget package will be requested for FY2019 for the ongoing cost.

The ongoing FY2018 impact of PCN 100262, Sr. Systems Administrator (116), was analyzed at the current budgeted amount in the General Fund- Information Technology Department for approximately \$93,345 including benefits. If approved, the proposed change could result in an annual cost of \$101,835 which is an increase of approximately \$8,491, to a Systems Architect (118). The analysis assumes an annual salary that is 10% above the employee's current salary which equates to \$81,629 and the employee's current benefits. A budget package will be requested for FY2019 for the ongoing cost.

FTE Impact:

No change in the full-time equivalent count.

ATTACHMENTS:

Click to download

☐ [Res 2017-153 Budget Amendment for IT positions](#)

RESOLUTION # 2017-153

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$7,800 FROM INFORMATION TECHNOLOGY'S SUPPLIES AND SERVICES TO FULL-TIME SALARIES BUDGET WITHIN THE GENERAL FUND TO BETTER ALIGN THE JOB CLASS WITH CURRENT JOB PERFORMANCE FOR TWO FULL-TIME EQUIVALENT POSITIONS TO MAINTAIN AND ACHIEVE QUALITY SYSTEMS SECURITY, DESIGN, BUILD AND IMPLEMENTAION.

WHEREAS, increased duties and responsibilities for two personnel in the Information Technology Department have been reviewed;

WHEREAS, it has been determined that a job class upgrade for two positions will better align the job class with current job performance to maintain and achieve quality systems security, design and implementation;

WHEREAS, the FY2018 budget was adopted including 24 full-time equivalents (FTE) within the Information Technology Department which will remain unchanged by this budget reallocation;

WHEREAS, supplies and services savings of \$7,800 will be reallocated to full-time salaries and employee related expenses to support this job class upgrade;

WHEREAS, a budget package will be requested for FY2019 for ongoing cost;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2018.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2017-153

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$7,800 from Information Technology's supplies and services to full-time salaries budget within the General Fund to better align the job class with current job performance for two full-time equivalent positions to maintain and achieve quality systems, security, design, build and implementation with no change in the full-time equivalent count. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Information Technology	Personnel Services	E	2,552,700	7,800	2,560,500
General Fund	Information Technology	Supplies	E	178,400	(7,800)	170,600
Expense Total				2,731,100	-	2,731,100



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 19, 2017	Contact Person:	Bob Wingenroth, 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 amending the Fiscal Year 2018 budget by reallocating appropriations of \$66,000 from the Economic Development Department personnel budget to the City Manager's Office Personnel Budget and \$62,100 from the City Manager's Department Personnel Budget to the Human Service and Community Vitality Department Personnel Budget within the General Fund; Resolution # 2017-155.

Motion:

I move to approve Resolution 2017-155.

Background:

Ottawa University opened in Fall of 2017 with enrollment exceeding projections. The success of the University is continuing, but a greater level of focused support from the City of Surprise is required to ensure the full realization of all it can be for the community. Moving a position to the City Manager's office to focus on Ottawa's full growth and integration into the community while simultaneously focusing on university-related economic development opportunities will ensure the appropriate level of support is provided from the City of Surprise. At the same time, as development and economic growth continues in Surprise, there is an additional need for support to ensure projects navigate the development process smoothly. Due to the amount of growth now and expected in the future as well as the desire to provide excellent customer service, the creation of an ombudsman role is needed to ensure seamless support for those investing in Surprise. Moving a position from Economic Development to the City Manager's Office will provide the support for both Ottawa University and fulfill the need for a development ombudsman role, facilitating economic development appropriately and with the right level of support for the community. The Human Service and Community Vitality Department was created in 2015 and has grown to provide services to Surprise's most vulnerable populations in a fiscally pragmatic manner. On the cusp of needing new facilities and the establishment of significant community partnerships to continue to grow services while minimizing the impact to the City's budget, there is a need to provide greater support for Human Service and Community Vitality departmental operations and services. Transferring a position from the City Manager's office to the Human Service and Community Vitality Department will assist in providing an appropriate level of support for Department operations to ensure opportunities are maximized and service levels are optimized while appropriately managing budget constraints.

Objective Analysis:

Council has provided clear direction for priorities in caring for the community, both in terms of the Economic Development and Human Service and Community Vitality departments. The transfer of positions as outlined in the attached budget amendment facilitates the appropriate level of support to meet the current demands and needs relative to providing the optimized level of support for these areas and the City's service to the community overall.

Policy Compliant:

This item is compliant with Council and City operating protocols, policies, and procedures.

Financial Impact:

Overall, this amendment will have a slight impact in the General Fund relative to a minor ongoing increase in salaries in future budget years. However, the anticipated economic development and associated growth in the community from the University as well as additional economic development projects combined with the long-term cost savings anticipated due to streamlined efficiencies and enhanced partnerships for Human Service and Community Vitality will have a greater positive impact on the General Fund over time.

Budget Impact:

This amendment represents a reallocation within the General Fund in the amount of \$66,000 from Economic Development Department Personnel Budget to the City Manager's Office Personnel Budget and \$62,100 from the City Manager's Office Personnel Budget to Human Services and Community Vitality Department's Personnel Budget. These allocations do not represent an actual transfer of funds, but only a transfer of budget authority. Additionally, these reallocations do not increase or decrease the total budget.

FTE Impact:

This amendment does not change the total FTE count for the city but it does change the FTE count at the department level within the General Fund. Economic Development will decrease its current FTE by one while Human Services and Community Vitality Department will increase by one FTE.

ATTACHMENTS:

Click to download

☐ [Res 2017-155 Budget Amendment for Econ Dev and HSCV](#)

RESOLUTION 2017-155

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$66,000 FROM THE ECONOMIC DEVELOPMENT DEPARTMENT PERSONNEL BUDGET TO THE CITY MANAGER'S OFFICE PERSONNEL BUDGET AND \$62,100 FROM THE CITY MANAGER'S DEPARTMENT PERSONNEL BUDGET TO THE HUMAN SERVICES AND COMMUNITY VITALITY DEPARTMENT PERSONNEL BUDGET WITHIN THE GENERAL FUND. THIS WILL ALSO CHANGE THE ADOPTED FULL-TIME EQUIVALENT COUNT BY INCREASING ONE FULL-TIME EQUIVALENT TO THE HUMAN SERVICES AND COMMUNITY VITALITY DEPARTMENT AND DECREASING ONE FULL-TIME EQUIVALENT FROM THE ECONOMIC DEVELOPMENT DEPARTMENT.

WHEREAS, the FY2018 budget and Personnel Schedule was adopted to include the two Full-Time Equivalent employees and their salaries;

WHEREAS, the City Manager's Office has identified a need to provide an optimal level of support for the success of Ottawa University and related development as well as to provide greater support for development projects in the community while also providing additional resources and support in advancement of Human Service and Community Vitality initiatives;

WHEREAS, the FY2018 budget was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2017 through June 30, 2018.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2017

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION #2017-155

Exhibit A

1. Appropriation- The allocations below represent a reallocation within the General Fund in the amount of \$66,000 from Economic Development Department Personnel Budget to the City Manager's Office Personnel Budget and \$62,100 from the City Manager's Office Personnel Budget to Human Services and Community Vitality Department's Personnel Budget. These allocations do not represent an actual transfer of funds, but only a transfer of budget authority. Additionally, these reallocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Economic Development	Personnel Services	E	833,400	(66,000)	767,400
General Fund	City Manager Office	Personnel Services	E	2,494,400	3,900	2,498,300
General Fund	Human Svcs and Comm Vitality	Personnel Services	E	1,069,800	62,100	1,131,900
Expense Total				4,397,600	-	4,397,600
Revenue Total				-	-	-

2. Full-Time Equivalent (FTE) – This amendment does not change the total FTE count for the city but it does change the FTE count at the department level within the General Fund. Economic Development will decrease its current FTE by one while Human Services and Community Vitality Department will increase by one FTE.

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
General Fund	Economic Development	8.0	-1.0	7.0
General Fund	City Manager Office	21.0	0.0	21.0
General Fund	Human Svcs and Comm Vitality	15.8	1.0	16.8



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

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

Council Meeting Date:	December 19, 2017	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:	City Clerk	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action establishing the number of signatures required for Surprise District Council Candidate nomination petitions and declaring an emergency; Ordinance # 2017-23.

Motion:

I move to approve Ordinance # 2017-23 as a declared emergency measure.

[Please note: because this is an emergency measure, a 3/4 vote is required for approval]

Background:

Due to the statewide Election Consolidation which took place in 2013, the City of Surprise's ability, as a non-charter city, to calculate the nomination petition signature requirements for District Councilmember candidates has become an impossibility. The Consolidated Election has required, by law, the City of Surprise to move from odd numbered election years to even numbered years, placing the City of Surprise Mayor, Council Candidates and other ballot issues on the State, County, School District and Federal ballots. For the past ten plus years, the City of Surprise held ballot by mail elections on odd numbered years that allowed the City of Surprise to have our own ballot, therefore giving us a clear election canvass identifying our total ballots cast by district, not precincts. Because the City of Surprise now shares its ballot issues with State, County, School Districts and Federal issues, the Maricopa County Elections Department has stated that they are no longer able to provide our election canvass tabulated into districts due to multiple split precincts that fall within our City Districts. This has [or will] become an issue for all non-charter cities which utilize districts and are currently in the process of trying to calculate a number for their candidate signature process. In the west valley alone this includes the cities of Buckeye, Peoria, and Glendale.

To remedy this issue, City Council may take advantage of A.R.S. 16-322 (A)(9), which provides that a governing body may adopt, by ordinance, a 250 signature minimum threshold or five percent of the district vote, whichever is less. Since the 250 minimum is the only number which is not arbitrary because five percent cannot be calculated and therefore determined to be less, the rules of statutory interpretation would require the City to rely on the 250 signature minimum threshold, which the City Clerk intends to do should City Council approve this Ordinance.

Because the election process will commence on January 2, 2018, a 30 day delay in the effectiveness of Ordinance # 2107-23 may jeopardize the election process. Therefore, this matter includes an emergency provision which will result in immediate effect should it be approved.

Objective Analysis:

Calculating the number of signatures required by utilizing the votes cast for Mayor in the last mayoral election by City District under the default provisions of A.R.S. 16-322(A)(9) has become an impossibility. If the City attempts to calculate five percent of the votes cast in any single district in the last mayoral election, the number will be at best a guess, but certainly arbitrary. By examining the total ballots numbers cast in the last Mayoral Election (August 2016), the City has 20 precincts with several precincts falling within more than one district. Example below: PRECINCT ISSUES: District 1 – has 3 precincts and 2 shared precincts with District 2 District 2 – 6 precincts shared with District 1 District 3 – 3 precincts and 1 shared with 5 & 6 District 4 – 4 precincts District 5 – 4 precincts and 2 shared with Districts 2 & 6 District 6 – 3 precincts and 1 shared with Districts 3 & 5. Because of the split precincts analysis above, it is impossible to calculate a definite number, only a close estimate.

This analysis has been confirmed by our Community Development and GIS staff, who have also communicated our concerns to the Maricopa County Elections Department through GIS and Elections officials and Maricopa County Board of Supervisors, but to no avail or resolution. MCED has advised that their tabulation equipment could not break down the results by District, only precinct.

Since Arizona law provides for another option for signature requirements with City Districts: that being a minimum of 250 signatures or five percent of the vote in the district, whichever is less, but not more than ten percent of the vote in the district. The only viable option is to give effect to this alternative and rely on the 250 minimum signature threshold, since no other number is calculable and would therefore be arbitrary. Simply put, 250 is the lesser number because the five percent number cannot be calculated and therefore defined with certainty. This course of action gives the greatest possible effect to existing Arizona law, is equitable, provides a sum certain number for the District Candidates, and complies with the spirit of the law.

Policy Compliant:

Approval of Ordinance # 2017-23, providing for a minimum sum certain number of nomination petition signatures [250] is compliant with Arizona state law, specifically, A.R.S. 16-322(A)(9) and will provide the City Clerk's Office with a definitive threshold to determine whether district candidates have collected sufficient signatures to be placed on the ballot. This promotes efficiency and compliance with law, while limiting liability. These objectives are in accord with the policies and practices of the City of Surprise.

Financial Impact:

No financial impact for adoption of the ordinance.

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

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- ☐ [Summary from Maricopa County Elections Director](#)
 - ☐ [Precincts for City of Surprise](#)
 - ☐ [Election Precinct Canvass August 2016](#)
 - ☐ [Ordinance # 2017-23 District Council Signatures](#)
-

Summary from the Maricopa County Elections Director, Rey Valenzuela regarding this issue:

Sherry, your reports will show totals for your questions broken down by precincts or “*consolidated precinct codes*” (CPC) based on us trying to assign those CPC’s by district, when possible.

Unfortunately we still have county precincts that are spilt between your city districts. We have attempted to correct those precinct lines to follow your city district boundaries but have not received approval from the Board of Supervisors to adjust those precinct lines. That “*precinct line adjustment*” issue is being taken up by the Board presently and is to be voted upon by December 1st.

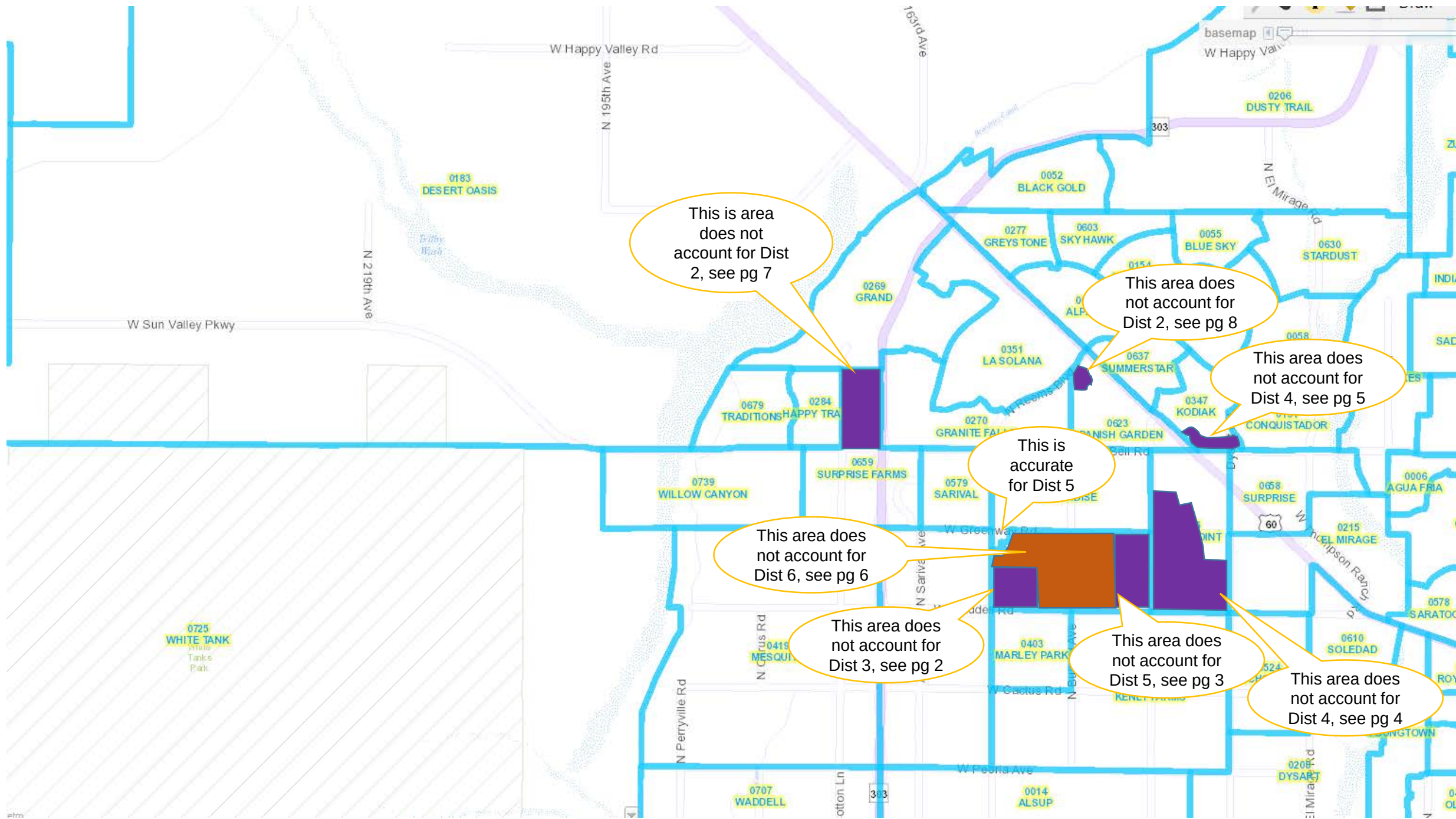
Not certain as to if the Board will approve those precinct line changes to remove those “*splits*” but we have turned the proposed map over to the Board, and it is now in their hands to accept, modify or deny the requested precinct line adjustments.

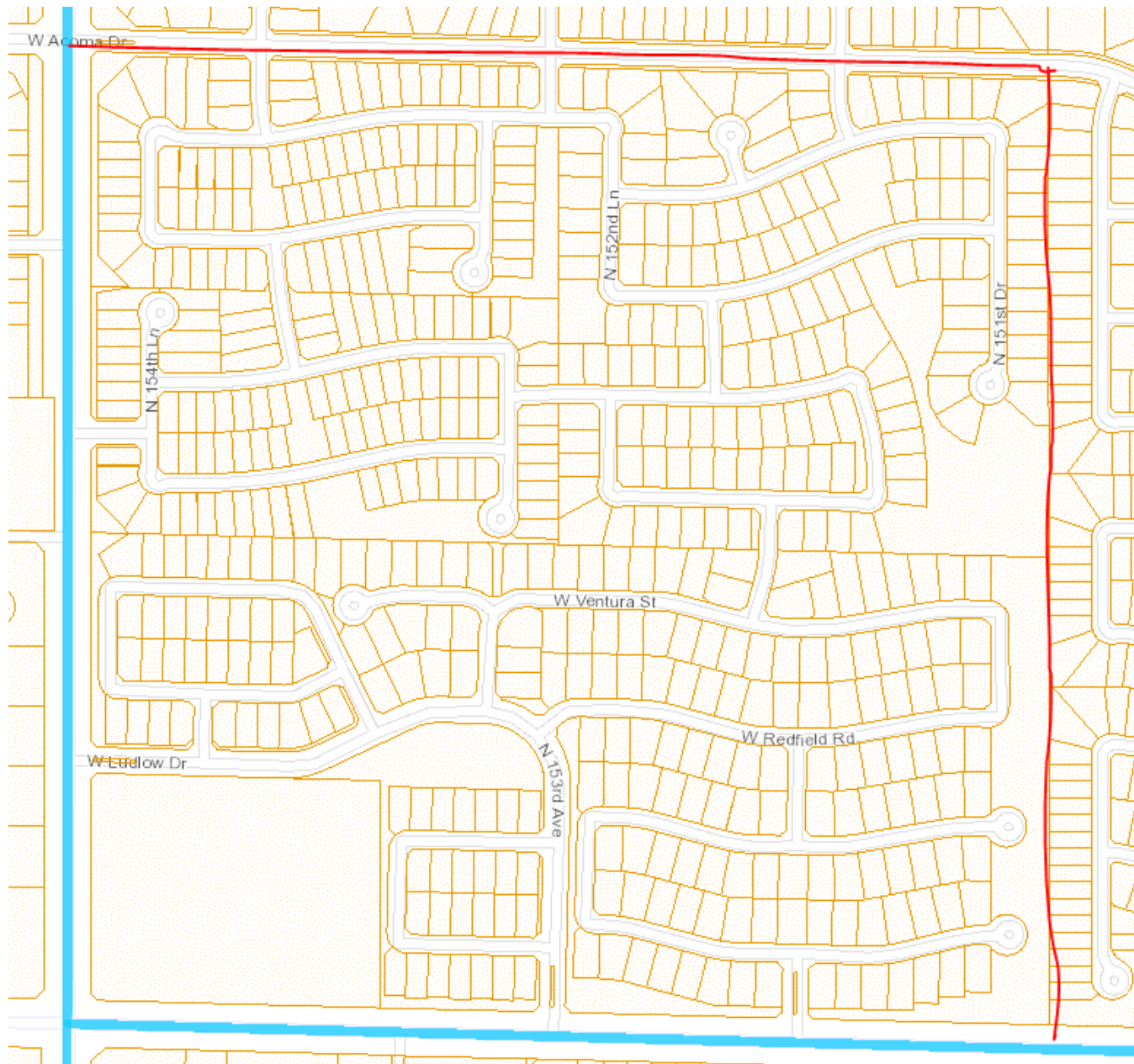
I can say we are working on an alternate solution for future stand-alone elections that could work for your May Election that will allow us to draw special lines around your 6 districts individually and not use county precincts at all for your local elections. This “*draw special lines*” won’t work, however, when you are consolidated onto a countywide (i.e. Aug & Nov 2018) election since we have to use precincts for that type of election and to get you results by precinct that are also by city district will require the Board to adopt the newly adjusted lines recently proposed and provided to them.

Sincerely,

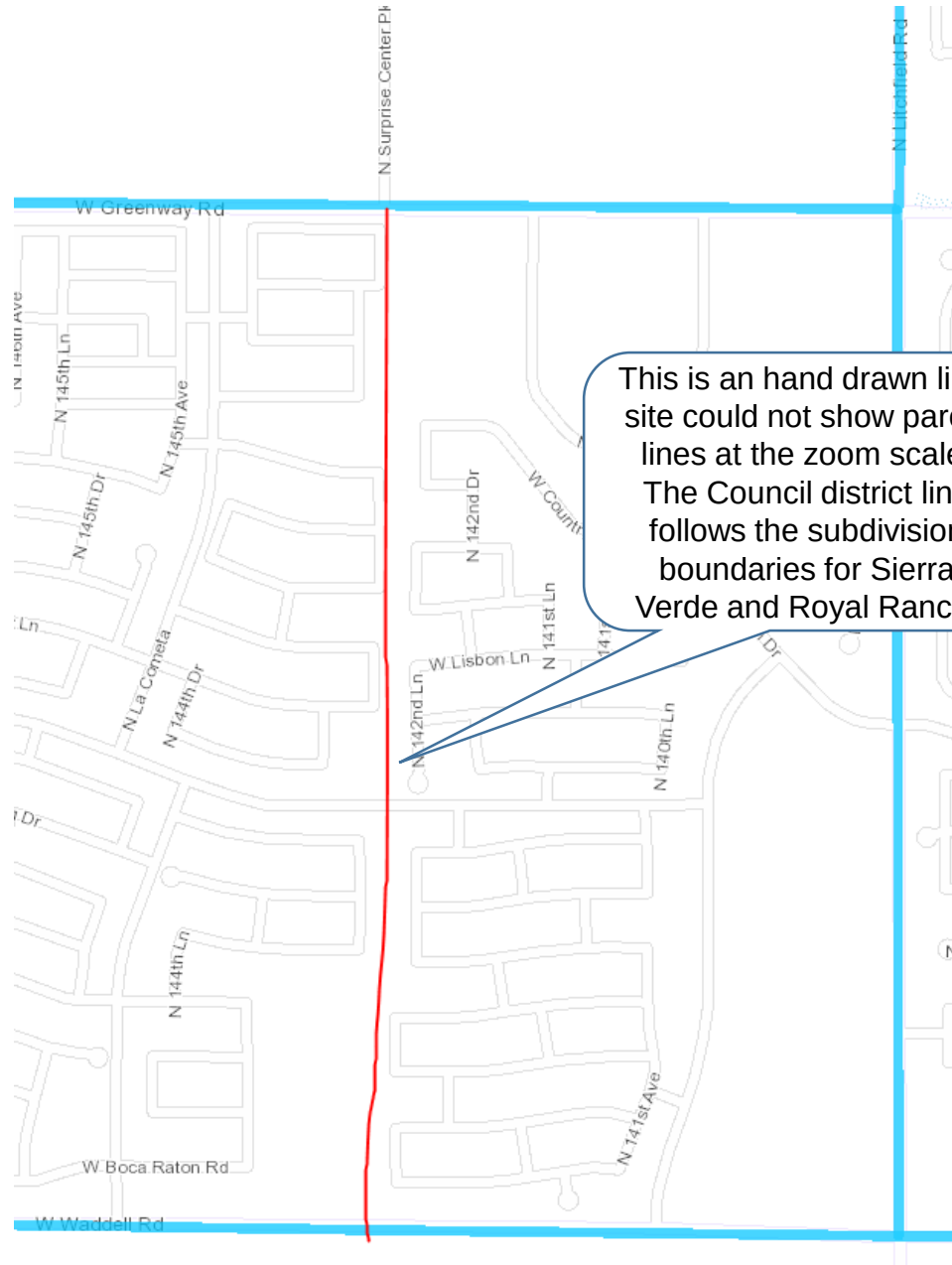


Reynaldo Valenzuela Jr., CERA
Director of Elections
Office of Maricopa County Recorder Adrian Fontes
510 South 3rd Avenue
Phoenix, Arizona 85003
• Phone: 602-506-3096
• Fax: 602-506-5112
• Web: www.Maricopa.Vote



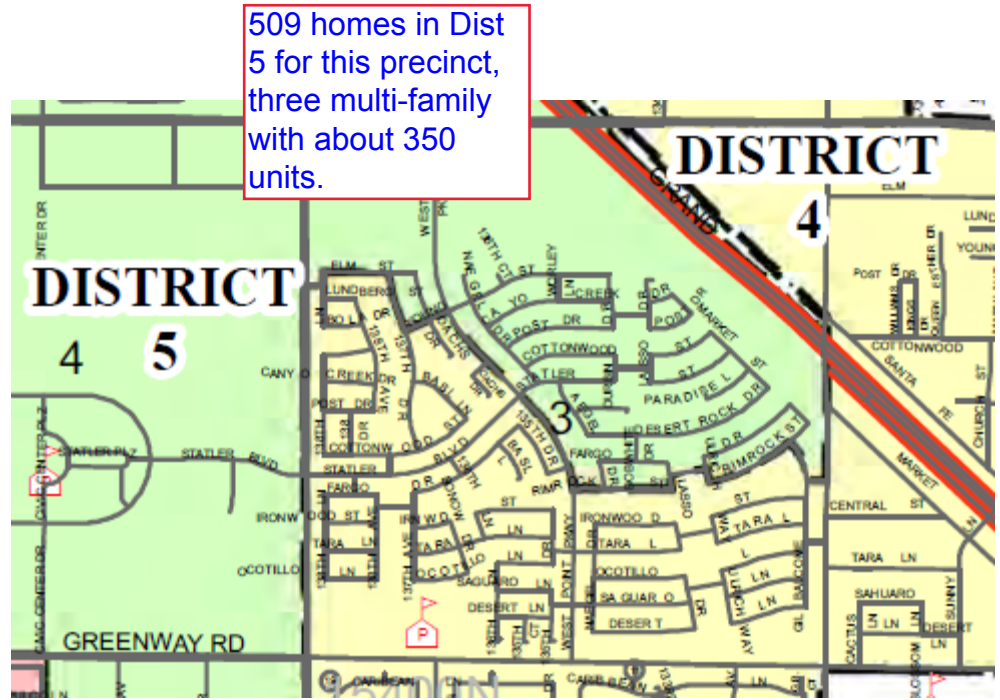


517 Homes is this area.



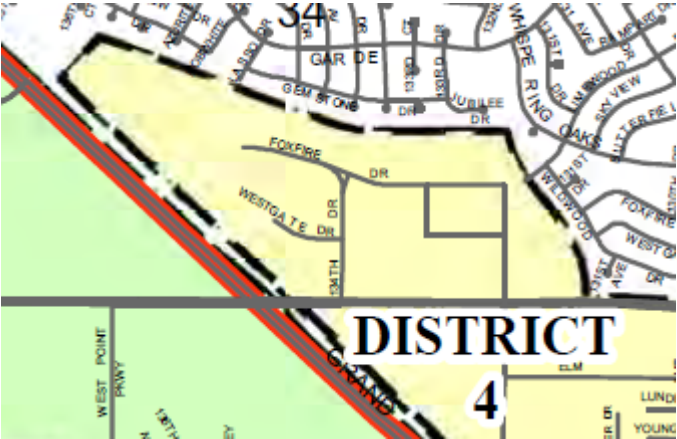
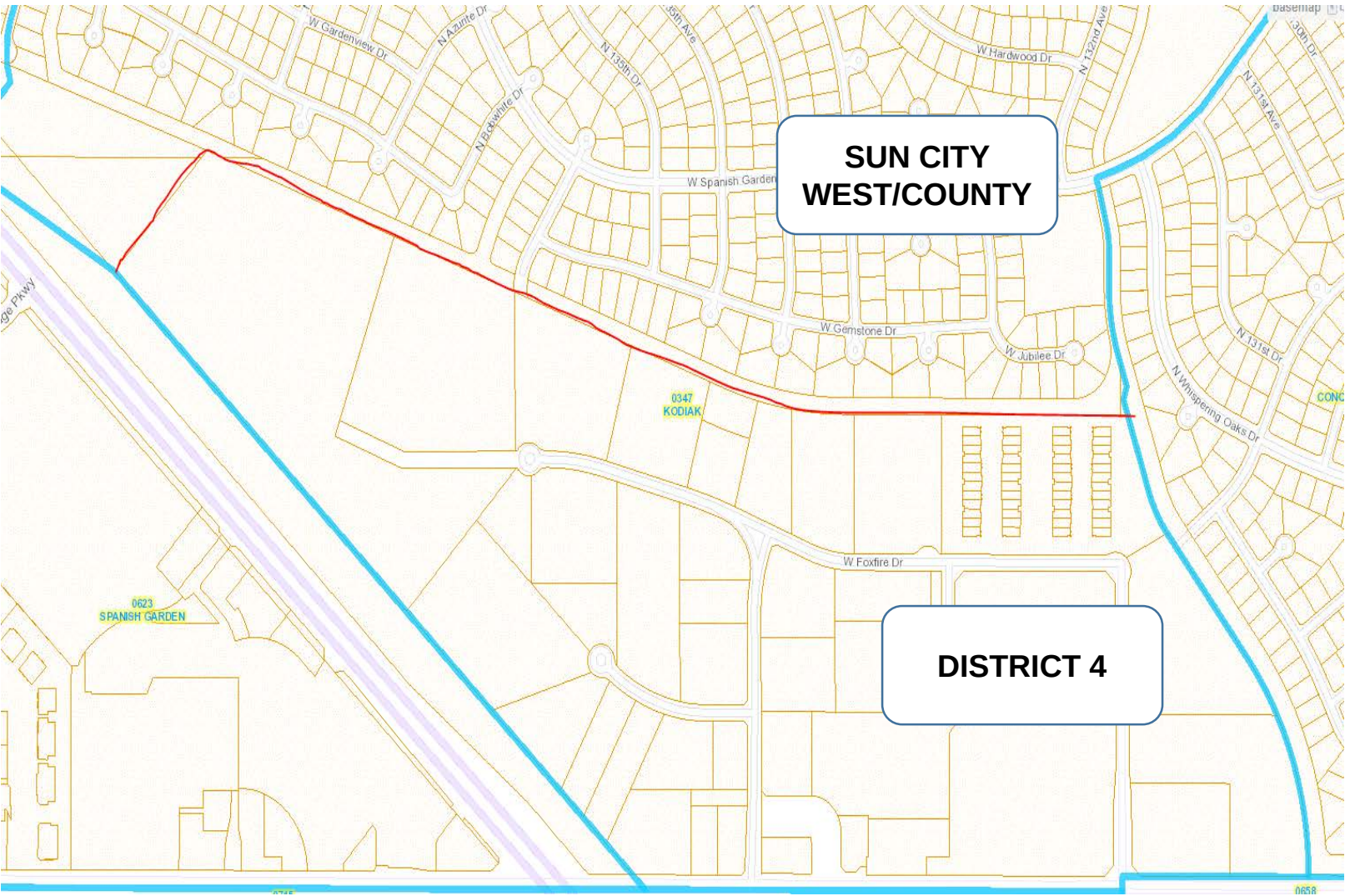
This is an hand drawn line, site could not show parcel lines at the zoom scale. The Council district line follows the subdivision boundaries for Sierra Verde and Royal Ranch.

949 homes and one Multi-family complex with 612 units.



509 homes in Dist 5 for this precinct, three multi-family with about 350 units.

1060 homes in Dist 4 for this precinct.



MARICOPA COUNTY

[illegible]

ORDINANCE 2017-23

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ESTABLISHING THE NUMBER OF SIGNATURES REQUIRED FOR SURPRISE DISTRICT COUNCIL CANDIDATE NOMINATION PETITIONS; AND DECLARING AN EMERGENCY.

WHEREAS, Arizona Revised Statutes § 16-322 (A)(9) establishes the minimum number of signatures required on District Council candidates' nomination petitions to be at least five percent and not more than ten percent of the votes cast for the Mayor in that District at the last preceding mayoral election;

WHEREAS, the City Clerk has been advised by the Maricopa County Director of Elections that the Maricopa Elections Department is unable to provide the City with the number of votes cast for Mayor in the last preceding mayoral election by City District;

WHEREAS, a tabulation of votes cast for the Mayor by City District is necessary to calculate a sum certain number of required nomination petition signatures under current law- without these numbers it is impossible to calculate the five percent minimum threshold;

WHEREAS, Arizona Revised Statutes § 16-322 (A)(9) also provides that a city holding nonpartisan elections "may by ordinance provide that the minimum number of signatures required for the candidate be two hundred and fifty signatures or five percent of the vote in the District, whichever is less, but not more than ten percent of the vote in the city" ;

WHEREAS, the most equitable remedy is for City Council to adopt an ordinance setting the minimum number of nominating signatures for District Council in accordance with Arizona Revised Statutes § 16-322 (A)(9) and comply with that provision as closely as possible given the current impossibility of calculating five percent of any specific City District; and

WHEREAS, the City Clerk will give the greatest possible effect to Arizona Revised Statutes § 16-322 (A)(9) by utilizing the default number of two hundred and fifty signatures as provided by law as a sum certain number for District Council Candidates unless and until the impossibility in calculating five percent is resolved.

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

Section 1. The minimum number of nomination petition signatures required for a candidate for the office of District Councilmember to have his or her name included on the Surprise election ballot shall be two hundred and fifty signatures or, if calculable,

five percent of the votes cast for Mayor in that District in the last preceding Mayoral election, whichever is less.

Section 2. Declaring an Emergency. The immediate operation of the provisions of this ordinance is necessary to preserve an equitable and definable election process which will begin on January 2, 2018. Therefore, to afford all potential candidates for District Council the complete time to acquire a defined number of nomination signatures, without prejudice, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage, adoption and approval by the Surprise City Council and is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED this _____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

December 19, 2017 @ 6:00:00 PM

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

Council Meeting Date:	December 19, 2017	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:	City Clerk	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action establishing the number of signatures required for Surprise Mayoral Candidate nomination petitions; Ordinance # 2017-24.

Motion:

I move to approve Ordinance # 2017-24.

Background:

City Council, via Ordinance #2017-23, exercised the option set forth in A.R.S. 16-322 (A)(9) establishing the required minimum number of signatures for District Council nomination petitions at 250, or, if calculable, five percent of the votes cast for Mayor in the respective District at the last preceding mayoral election.

Arizona law provides City Council with a similar option when it comes to signature requirements for Mayoral Candidates. A.R.S. 16-322 (A)(8) provides that Council "may by ordinance provide that the minimum number of signatures required for the candidate be one thousand signatures or five percent of the vote in the city, whichever is less, but not more than ten percent of the vote in the city."

Objective Analysis:

In contrast to the issues surrounding District Council nominee signature requirements, the calculation for mayoral nominees is based on the total number of ballots cast citywide, i.e. five percent minimum and ten percent maximum from the total ballots cast at the last mayoral election. Unlike the District Council signature requirements, the City Clerk is able to calculate this number with certainty because it is not by District. For example, the Mayoral calculations for the next Mayor's race in 2020 will be a minimum of 1,014 and maximum of 2,207 required signatures.

However, because City Council has adopted the alternative scheme for District Council signature requirements, Council may desire to adopt the same scheme for mayoral elections. If adopted, the minimum number of signatures will be one thousand or five percent of the votes cast for the Mayor in the last preceding mayoral election, whichever is less. This course of action would ensure uniformity and equality in the Surprise election process and ensure the City has sum certain minimum signature

requirements it could rely upon in the future should additional issues arise with the Maricopa County Elections Department.

This Ordinance need not be adopted as an emergency because the 2018 election cycle is not a mayoral election and therefore time is not of the essence, as it is for District Council Nominees.

Policy Compliant:

Adoption of this Ordinance and the resultant certainty in minimum signature requirements for Mayoral Candidates is consistent with Arizona state law and promotes efficiency, uniformity, and equity in the Surprise election process. These are all consistent with City of Surprise policies and practices.

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

Click to download

☐ [Ordinance 2017-24 Mayoral Candidate Signatures](#)

ORDINANCE 2017-24

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ESTABLISHING THE NUMBER OF SIGNATURES REQUIRED FOR SURPRISE MAYORAL CANDIDATE NOMINATION PETITIONS.

WHEREAS, Arizona Revised Statutes § 16-322 (A)(8) establishes the minimum number of signatures required on a mayoral candidate's nomination petitions to be at least five percent and not more than ten percent of the vote in the city;

WHEREAS, Arizona Revised Statutes § 16-322 (A)(8) also provides that a city holding nonpartisan elections "may by ordinance provide that the minimum number of signatures required for the candidate be one thousand signatures or five percent of the vote in the city, whichever is less, but not more than ten percent of the vote in the city";

WHEREAS, the City has adopted by ordinance the alternative minimum calculation for District Council nominations, i.e. a minimum of two hundred and fifty or, if calculable, five percent of the vote in that District, whichever is less; and

WHEREAS, it is appropriate, for the purpose of parity, to establish the minimum number of signatures required for Surprise mayoral candidate nomination petitions under the same system.

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

Section 1. The minimum number of nomination petition signatures required for a candidate for the office of Mayor to have his or her name included on the Surprise election ballot shall be one thousand or five percent of the vote for Mayor in the last preceding Mayoral election, whichever is less.

PASSED AND ADOPTED this _____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney