



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

Tuesday, September 5, 2017 @ 6:15 PM
COUNCIL CHAMBERS

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- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS
- E. City Manager Report:
- F. City Attorney Report:
- G. City Clerk Report:
- 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 Internal Consideration and action on the Regular City Council Work Session and Regular Council Meeting Minutes for August 15, 2017. | None
Sherry Ann
Aguilar, City
Clerk |
| 2. | District Citywide Consideration and action pertaining to a Intergovernmental Agreement (IGA) with Maricopa County department of | None
Karl Zook, |

	<u>transportation (McDOT), to waive traffic control permit fees for City of Surprise projects; Resolution #2017-36.</u>	Public Works Department
3.	District Citywide <u>Consideration and action pertaining to an Intergovernmental Agreement (IGA) with Maricopa County Department of Transportation (MCDOT) for uniform design and construction standards associated with roads that will be annexed into the City; Resolution #2017-37.</u>	None Karl Zook, Public Works Department
4.	District Citywide <u>Consideration and action to amend the City of Surprise Public Art Policies and Procedures Guide to include minor revisions which were inadvertently omitted in the document adopted by the City Council on March 21, 2017.</u>	None Edith Baltierrez, Executive Management Analyst
5.	District 1 <u>Consideration and action by Mayor and Council of the City of Surprise, Arizona, declaring its intention to create a lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the Bell Pointe South #157 Street Lighting Improvement District; Resolution # 2017-94.</u>	None Karl Zook, Public Works Department
6.	District 1 <u>Consideration and action by Mayor and Council of the City of Surprise, Arizona, declaring its intention to create a lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the Bell Pointe North #156 Street Lighting Improvement District; Resolution # 2017-93.</u>	None Karl Zook, Public Works Department
7.	District Citywide <u>Consideration and action amending the fiscal year 2018 Capital and Operating List of Items over \$50,000 and the fiscal year 2018 budget by reallocating appropriations of \$20,000 from Contingency within the Grants Fund to the Donations Fund for the donation from the Friends of the Library; Resolution #2017-102.</u>	None Donna Miller, CRS
8.	District Internal <u>Consideration and action amending the fiscal year 2018 budget by reallocating appropriations of \$36,200 within the Grants Fund and approving an Intergovernmental Agreement (IGA) between the City of Surprise and the Department of Justice Drug Enforcement Administration (DEA) for two (2) experienced officers to be assigned to the DEA Task Force for a period of not less than two years; Resolution # 2017-96.</u>	None James Jackson, Commander
9.	District 1 <u>Consideration and action pertaining to approval of a Final Plat entitled "Bell Pointe II – North and Tract LL of the Bell Pointe I Plat" dated July 7, 2017, a property generally located at the northeast corner of Bell Pointe Boulevard and Weatherly Drive.</u>	None Hobart Wingard - Community Development
10.	District 1 <u>Consideration and action pertaining to approval of a Final Plat entitled "Bell Pointe II – South" dated July 7, 2017, a property generally located on the northeast corner of Bell Pointe Boulevard and Ewers Drive within the Bell Pointe 2 Planned Area Development (PAD).</u>	None Hobart Wingard - Community Development

- | | | |
|----------------|--|---|
| 11. District 6 | <u>Consideration and action pertaining to approval of the Final Plat entitled "Re-Plat of Marley Park Parcels 15 & 16" dated August 3, 2017, generally north of Cactus Road and east of Bullard Avenue.</u> | None
Robert
Kuhfuss -
Community
Development |
| 12. District 6 | <u>Consideration and action pertaining to approval of the Final Plat entitled Christopher Todd Collection at Marley Park" dated May 19, 2017, dedicating public recreation/trail and sidewalk easements for a 14.77 acre property generally located south of Old Oak Lane and west of Whisperwood Drive.</u> | None
Robert
Kuhfuss,
Community
Development |

Regular Agenda Item - Non-Public Hearing:

- | | | |
|-----------------------|--|---|
| 13. District Citywide | <u>Consideration and action pertaining to the Committee on Community Outreach, Partnerships and Grants recommendations for Surprise Community Outreach Program funding for Fiscal Year 2018.</u> | None
Vice Mayor
Tande,
Council
Members
Winters and
Remley |
| 14. District Citywide | <u>Consideration and action pertaining to adoption of a Citywide Temporary Sign Policy; Resolution # 2017-98.</u> | None
Eric Fitzer -
Community
Development |

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

September 5, 2017 @ 6:15:00 PM

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Council Meeting Date:	September 5, 2017	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the Regular City Council Work Session and Regular Council Meeting Minutes for August 15, 2017.

Motion:

I move to approve the meeting minutes of August 15, 2017.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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

Tuesday, August 15, 2017 @ 05:00 PM

Call to Order

Roll Call

Mayor Wolcott 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, August 15, 2017**. Also in attendance with Mayor Wolcott were Vice Mayor Tande, Council Member Winters, Council Member Hayden, Council Member Remley, Council Member hall, and District 3 - Vacant.

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 - Non-Public Hearing

1 – Discussion pertaining to a City of Surprise Transit Feasibility Study and Implementation Plan - NO ACTION

Community Development Director, Eric Fitzer gave a powerpoint presentation on this item. Discussed the scope of this project, the tasks, tentative schedule and asking for Council direction.

Mayor Wolcott thanked Mr. Fitzer for providing previous work that was already done and asked for the Compass Study as well. Prop 500 worker bees, we would be ready if this ever comes about, is this the goal? Grand Avenue is a classic example of being prepared for POD. Need to make sure this study encompasses examining. It takes a long time to pass an initiative.

Regular City Council Work Session Minutes – August 15, 2017 – Page 2

Council Member Winters - I am excited about this coming forward, we are actually talking about transit in Surprise.

Vice Mayor Tande - Circulator might be sooner than later. Huge benefit if tied into Economic Development. The timing is right to bring this forward.

Council Member Hall - I have some thoughts about the scope of work, would like to see what is going on nationwide, look at other growth areas as well. Driverless vehicle in Chandler, electric. Big buses are usually only 20% full, and a waste of resources. Would this fit into Uber long range plan? I think this is worth studying. Could be partially funded with commercial/advertising wraps on the vehicles. Dysart and Grand, City land, how would this play into the future of transit. Would this land come in to play?

Council Member Remley - Really glad we are doing this, the needs are growing by the day, Surprise is unique with a new university. This couldn't have come at a better time. Please make sure this is a focus during the review.

Mayor Wolcott - We talked about a circulator in the OTS, this needs to be looked at for WESTMEC at Grand Avenue. I think that starting local is the way to start this.

Council Member Hayden - This is really exciting, the subject of transportation is always prevalent.

2 – Presentation and discussion pertaining to the update of the Business License Fees - NO ACTION

Finance Director, Lindsey Duncan gave a powerpoint presentation regarding this item.

Topics included:

- Business License Purposes
- Keeping track of businesses for tax purposes
- Simplify fee structure
- Evaluate accuracy and reasonableness of fee
- Reduction of categories
- Proposing for all new business licenses start at \$168.
- Renewals - \$84.
- Special Event License
- Compared to benchmark cities
- Next steps

Regular City Council Work Session Minutes – August 15, 2017 – Page 3

Council Member Hall - I can't believe we have not reviewed this since 1995. With this new proposal we would be at 75% recovery?

Correct.

Vice Mayor Tande - Are the food trucks charged a fee? What is our policy on this?

Ms. Duncan - They are licensed, unless they have a special provision defined by our City code.

Vice Mayor Tande - Can you tell me more about the cost recovery? Is there any benefit to the business owners.

Ms. Duncan - Records requests for businesses, searching for different types of businesses in our community.

Council Member Remley - Existing license fees for various types of businesses. If you adopt renewal fees as stated, some businesses would see a decrease for renewals.

Executive Session

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Work Session of August 15, 2017 at 5:30 PM. Vice Mayor Tande seconded the motion. Six yes votes, one vacant (District 3), motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

Regular City Council Work Session Minutes – August 15, 2017 – Page 4

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, August 15, 2017**.

Sherry Ann Aguilar, City Clerk

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

Tuesday, August 15, 2017 @ 06:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 p.m. at Surprise City Hall Council Chamber 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, August 15, 2017**. Also in attendance with Mayor Wolcott were Vice Mayor Tande, Council Member Winters, Council Member Hayden, Council Member Hall, Council Member Remley, and District 3 - Vacant.

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

Recognition of our partner the Salvation Army for "Project Connect".

City Manager Wingenroth turned over the Seth Dyson for recognitions.

Project Connect Event - Salvation Army was recognized for their efforts to organize this event.

City Manager Wingenroth reported that today, Luke Air Force Base is 70 years old.

City Attorney Report

City Clerk Report

Regular City Council Meeting Minutes – August 15, 2017 – Page 2

Call to the Public

Liz Recchia - Real Estate agent, discussed issues with temporary sign ordinance changes. Question is, why would you do an open house, and the answer is, I didn't due to restrictions on signs in Surprise. Many subdivisions had lots of properties for sale in 2009, so Council made considerations during this time. Business owners take an enormous risk, it's their future when they take a risk to open a business in Surprise.

Nate Brill - Realty One Group - I have been this fight for some time. Make requests to amend the current laws we have, unbelievable that we have such a strict sign ordinance for Open Houses. This effects our business in tremendous ways when we cannot display our businesses. We don't have the luxury of having big signs on the streets like big businesses. Need an ordinance to allow us to effectively get people in the homes for show, otherwise they are lost and distracted. As long as this has taken, we don't have the time to wait until the end of the year.

Michelle Alesky - Own a small business here in Surprise. I have sent letters and talked to several of the Councilmembers, I have been here in Surprise for 7 years, the first year I didn't think I would survive. My business has dropped 80 to 90%; we need to know today if we will be able to use temporary signs to keep my business open.

Consent Agenda

1 – Consideration and action pertaining to approval of actual workers' compensation insurance premium increase in the amount of \$15,608.00 for FY18 policy; Resolution #2017-91 - APPROVED

2 – Consideration and action pertaining to support of the League of Arizona Cities and Towns 2018 Legislative Session Legislative Resolutions - APPROVED

3 – Consideration and action on the minutes of August 1, 2017 Regular City Council Work Session and Regular City Council Meeting - APPROVED

Council Member Winters made the motion to approve the consent agenda. Council Member Hayden seconded the motion. Six yes votes, one vacant (District 3), motion carried.

Regular Agenda Item - Public Hearing

4 – Consideration and action pertaining to the annexation of approximately 2.49 acres generally located between Happy Valley Road, Jomax Road, 147th Ave and 155th Ave; Ordinance #2017-13 - APPROVED

Regular City Council Meeting Minutes – August 15, 2017 – Page 3

City Planner, Joshua Mike gave an overview of the next three items that run in concurrent.

Council Member Winters - Does the landowner plan to build homes on this property?

Mr. Mike - yes, they will have to meet the current density.

No public items were made.

Council Member Winters made the motion to approve Ordinance 2017-13. Council Member Hayden seconded the motion. Six yes votes, one vacant (District 3), motion carried.

5 – Consideration and action pertaining to rezoning property known as Bonita Ranch Parcels B & C from Residential Ranch (RR) to Residential Medium Density (RM-6) with a PUD Overlay, located generally south of Jomax Road and west of the 147th Avenue alignment; Ordinance # 2017-14 - APPROVED

City Planner Kuhfuss reported on this item.

No public comments were made.

Council Member Winters made the motion to approve Ordinance 2017-14. Vice Mayor Tande seconded the motion. Six yes votes, one vacant (District 3), motion carried.

6 – Consideration and action pertaining to rezoning of property known as Bonita Ranch Parcel A from Residential Ranch (RR) to Residential Medium Density (RM-6) with a PUD Overlay, located generally south of Jomax Road and west of the 147th Avenue alignment; Ordinance #2017-15 - APPROVED

No public comments were made.

Council Member Winters made the motion to approve Ordinance 2017-15. Vice Mayor Tande seconded the motion. Six yes votes, one vacant (District 3), motion carried.

Regular Agenda Item - Non-Public Hearing

7 – Consideration and action pertaining to approval of New and Revised Community Development user fees; Resolution # 2017-92 - APPROVED

Council Member Winters - Some of the increases are steep, development agreement fee going from \$1,200. to \$5,000.

Regular City Council Meeting Minutes – August 15, 2017 – Page 4

Mr. Fitzer - If you added all of the staff time, legal review, etc., could cost up to \$50,000. if all departments are involved.

Mayor Wolcott - Cost recovery is an important, thing, I appreciate what you are doing.

Vice Mayor Tande - These are important things to be done, and if they were not done correctly, we could be liable. This is important.

Council Member Remley made the motion to approve Resolution 2017-92. Council Member Hall seconded the motion. Six yes votes, one vacant (District 3), motion carried.

8 – Consideration and action pertaining to a fiscal year 2017 budget amendment reallocating appropriations from various funds required to close the fiscal year 2017 budget; Resolution # 2017-89 - APPROVED

Finance Director., Lindsey Duncan gave an overview of this item

Council Member Winters made the motion to approve Resolution 2017-89. Council Member Hall seconded the motion. Six yes votes, one vacant (District 3), motion carried.

9 – Consideration and action pertaining to the creation of a new Enterprise Department focusing on private sector sports, public/private partnerships, and tourism in the City of Surprise; amending the FY2018 budget by reallocating appropriations of \$338,900 from the Grants Fund to Sports and Tourism fund, transferring actual funds of \$338,900 from the General Fund to the Sports and Tourism Fund, and authorizing two new Full-time Equivalent employment positions to facilitate the new department; Resolution #2017-95 - APPROVED

City Manager Wingenroth gave an overview of this item

Council Member Winters - Thank you for bringing this forward, this will be great for our City.

Council Member Hall - It's been a long time coming but things take time. Question about Partnership Liaison position, can you please explain?

City Manager Wingenroth explained the purpose for this position.

Council Member Hall - Consistency needed for the Tourism Commission, will add a lot of value for Surprise.

Regular City Council Meeting Minutes – August 15, 2017 – Page 5

Vice Mayor Tande - Is this going to be an Enterprise Fund? Do you anticipate additional needs for staff, funding, etc.?

Vice Mayor Tande made the motion to approve Resolution 2017-95. Council Member Hall seconded the motion. Six yes votes, one vacant (District 3), motion carried.

Other Business

Mayor Wolcott - Missing our friend and colleague Council Member Williams. We will formally accept his resignation at a future meeting and I am asking for a consensus.

Mayor/Council Report

Mayor and Council reported on the events they attended.

Council Member Winters made the motion to recess into executive session and 7:18 PM. Council Member Hayden seconded the motion. Six yes votes, one vacant (District 3), motion carried.

Executive Session

10. **Consideration and action to enter into executive session for City Council to discuss and consult with staff in order to consider its position and instruct staff regarding negotiations for the future development options pertaining to real property within the Original Town Site pursuant to A.R.S 38-431.03(A)(7).**
11. **Consideration and action to enter into executive session for discussion or consultation for legal advice with the City Attorney pertaining to Mattamy Homes pursuant to A.R.S. 38-431.03(A)(3).**
12. **Consideration and action to enter into executive session for legal advice with the City Attorney and with representatives of the public body in order to consider its position and instruct its representatives regarding real property in the vicinity of Dale Lane pursuant to A.R.S. 38-431.03(A)(3) and (7).**

Mayor Wolcott reconvened the Regular City Council Meeting at 8:12 PM.

Regular City Council Meeting Minutes – August 15, 2017 – Page 6

Adjournment

Vice Mayor Tande made the motion to adjourn the Regular City Council Meeting of August 15, 2017 at 8:12 PM. Vice Mayor Tande seconded the motion. Six yes votes, one vacant (District 3), motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, August 15, 2017**.

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

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Council Meeting Date:	September 5, 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 a Intergovernmental Agreement (IGA) with Maricopa County department of transportation (McDOT), to waive traffic control permit fees for City of Surprise projects; Resolution #2017-36.

Motion:

I move to approve Resolution # 2017-36.

Background:

There are instances where the City or their contractor is constructing a project adjacent to or near the County's right-of-way, but the County is not a partner in the project and the project work is not in the County's right-of-way. These projects may require traffic control devices to be set up in the County's right-of-way for proper notice and safety reasons and the County currently charges the City traffic control permit fees. There are other instances where the County or their contractor is constructing a project adjacent to or near the City's right-of-way, but the City is not a partner in the project and the project work is not in the City's right-of-way. These projects may require traffic control devices to be set up in the City's right-of-way for proper notice and safety reasons and the City currently does not charge the County traffic control permit fees. This IGA will allow the County to waive traffic control permit fees to the City for City projects that may occur in County right-of-way.

Objective Analysis:

The City currently does not charge other government agencies for traffic control fees in the City. The County does charge traffic control fees to the City. This IGA will allow the County to waive fees to the City for City projects that may occur in County right-of-way

Policy Compliant:

This item is policy compliant.

Financial Impact:

The financial impact associated with this IGA is expected to be minimal. As identified in the IGA, the parties estimate less than \$1,000 in permit fees per year to be waived. The city currently waives traffic control permit fees associated with Maricopa County projects.

Budget Impact:

The budget impact associated with this IGA is expected to be minimal. Future project budgets will exclude funding for traffic control permit fees that are waived by Maricopa County.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

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☐ [Res 2017-36 IGA with Maricopa Cty for Traffic Control](#)

RESOLUTION # 2017-36

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA APPROVING AN INTER-
GOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY
FOR TRAFFIC CONTROL PERMIT FEES WAIVER.**

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate a cooperative agreement to waive traffic control permit fees under certain circumstances; and

WHEREAS, this Agreement will formalize a reciprocal practice between the Parties.

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 the 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

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF SURPRISE
TO WAIVE TRAFFIC CONTROL PERMIT FEES

(C-64-17-____-M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Surprise, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorize the County to lay out, maintain, control and manage public roads within the County.
2. A.R.S. Sections 11-951 *et. seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorize the City to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. The Parties desire to develop and implement a cooperative agreement to waive traffic control permit fees under certain circumstances.
5. There are instances where the City or their contractor is constructing a project adjacent to or near the County's right-of-way, but the County is not a partner in the project and the project work is not in the County's right-of-way. These projects may require traffic control devices to be set up in the County's right-of-way for proper notice and safety reasons.
6. There are other instances where the County or their contractor is constructing a project adjacent to or near the City's right-of-way, but the City is not a partner in

the project and the project work is not in the City's right-of-way. These projects may require traffic control devices to be set up in the City's right-of-way for proper notice and safety reasons.

7. In the cases described in Paragraphs 5 and 6, it may be reasonable to consider waiving traffic control permit fees because each Party derives a benefit.
8. The Parties recognize that the circumstances described in Paragraphs 5 and 6 occur an estimated five (5) times per year. The costs of the permits issued by each Party would be expected to total less than \$1,000 in fees per year. Nothing in this Agreement shall limit the number of permits per year that are eligible under this Agreement.
9. In this Agreement, traffic control permit fees include but are not limited to any and all plan review fees, processing fees, and permit fees.
10. The City currently waives traffic control permit fees for the County under circumstances described in Paragraph 6. This Agreement will formalize a reciprocal practice between the Parties.

DURATION

11. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect through June 30, 2022. Any Party may terminate this Agreement for any reason upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.

PURPOSE OF THE AGREEMENT

12. The purpose of this Agreement is to formalize a reciprocal agreement to waive traffic control permit fees in certain circumstances.

TERMS OF THE AGREEMENT

13. **Responsibilities of the County and the City:**

13.1 Each Party shall ensure that each permit issued under authority of this Agreement complies with all standard permitting requirements and other terms as may be deemed necessary by the County Transportation Director (or designee) and the City Manager (or designee).

- 13.2 Each Party shall ensure any contractor liability insurance is acquired and lists the permitting Party as additional insured. Each Party shall also provide a copy of the insurance certificate to the permitting Party, as applicable.
- 13.3 Each Party shall reference this Agreement when applying for a permit under the conditions of this Agreement.
- 13.4 Each Party shall submit the required traffic control application(s) and traffic control plan(s).
- 13.5 Each Party shall expedite the review of the traffic control application and plan, if applicable.

14. Responsibilities of the County:

- 14.1 The County Transportation Director (or designee) may, in coordination with the City Manager (or designee), determine projects suitable for eligibility to waive traffic control permit fees.
- 14.2 Upon receipt of proper documentation, as listed in Paragraph 13.4, the County shall waive all traffic control permit fees for City projects meeting the criteria in Paragraph 5 and Paragraph 13.
- 14.3 The County Transportation Director (or designee) shall retain appropriate files related to any permit issued under the authority of this Agreement until all terms provided in the Agreement and the pertinent permit have been satisfied, or as otherwise required by law.

15. Responsibilities of the City:

- 15.1 The City Manager (or designee) may, in coordination with the County Transportation Director (or designee), determine projects suitable for eligibility to waive traffic control permit fees.
- 15.2 Upon receipt of proper documentation, as listed in Paragraph 13.4, the City shall waive all traffic control permit fees for County projects meeting the criteria in Paragraph 6 and Paragraph 13.
- 15.3 The City Manager (or designee) shall retain appropriate files related to any permit issued under the authority of this Agreement until all terms provided in the Agreement and the pertinent permit have been satisfied, or as otherwise required by law.

GENERAL TERMS AND CONDITIONS

16. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
17. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
18. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 18.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 18.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 18.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 18.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

19. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
20. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
21. All notices required under this agreement to be given in writing shall be sent to:

County:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City:

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

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail,

return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

22. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
23. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
24. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
25. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Surprise City Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.
26. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
27. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
28. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

29. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
30. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
31. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
32. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
33. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
34. 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 the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
35. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
36. Nothing in this Agreement or any permit shall be construed as committing the Parties to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses associates with a project the Party is not a partner to.
37. Nothing in this Agreement or any permit shall be interpreted to enlarge or expand the County's or City's authority.

38. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
39. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

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Council Meeting Date:	September 5, 2017	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to an Intergovernmental Agreement (IGA) with Maricopa County Department of Transportation (MCDOT) for uniform design and construction standards associated with roads that will be annexed into the City; Resolution #2017-37.

Motion:

I move to approve Resolution #2017-37.

Background:

When private developments occur within the jurisdiction of the City, the roadways are generally required to be designed and constructed to meet the City's standards. Similarly, when private developments occur within the jurisdiction of the County, the roadways are generally required to be designed and constructed to meet the County's standards. This IGA will facilitate a cooperative agreement to coordinate roadway standards related to private developments so that a developer has to meet the City standard throughout the development period for future annexation.

Objective Analysis:

The City and the County have two different roadway standards. By having this IGA the County will approve all future developments that may be annexed into the City using the City's roadway standards, which will enhance the consistency the City's roadway network.

Policy Compliant:

This item is policy compliant.

Financial Impact:

The IGA applies to roadways in development areas that the city plans to annex. The financial impact varies for each type of annexation depending on the current and anticipated land use. A financial impact analysis is completed to estimate the financial impact and is presented to council prior to the annexation. The ability to have roadways designed and constructed to meet the city's standards is expected to reduce

capital costs associated with updates to roadways once properties have been annexed into the city.

Budget Impact:

There is no budget impact associated with this item.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

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☐ [Res 2017-37 IGA with MCDOT for Roadway Standards](#)

RESOLUTION # 2017-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTER-GOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR COORDINATION OF ROADWAY STANDARDS RELATED TO PRIVATE DEVELOPMENTS.

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

WHEREAS, the Parties desire to enter into an intergovernmental agreement in order to facilitate a cooperative agreement to coordinate roadway standards related to private developments; and

WHEREAS, this Agreement will formalize a reciprocal practice between the Parties.

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 the 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

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF SURPRISE
FOR COORDINATION OF ROADWAY STANDARDS
RELATED TO PRIVATE DEVELOPMENTS

(C-64-17- _____ -M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Surprise, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorize the County to lay out, maintain, control and manage public roads within the County.
2. A.R.S. Sections 11-951 *et. seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorize the City to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

DURATION

4. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect for five (5) years (**Term**) except that it may be amended upon written Agreement by both Parties. Any Party may terminate this Agreement for any reason upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.

BACKGROUND

5. When private developments occur within the jurisdiction of the City, the roadways

are generally required to be designed and constructed to meet the City's standards. Similarly, when private developments occur within the jurisdiction of the County, the roadways are generally required to be designed and constructed to meet the County's standards.

6. There are instances where a development site is located in the City's jurisdiction and adjacent roadways to be constructed by the developer are located in the County's jurisdiction. In such cases, the adjacent roadways are normally required to meet County standards. However, if the City is planning to annex the adjacent roadways, and the City is willing to commit to the annexation within a reasonable time frame, it may be reasonable to consider allowing the adjacent roadways to be designed and constructed to City standards.
7. There are other instances where a development site is located in the county's jurisdiction and a city is planning to annex the development area and its roadways. In such cases, it may be reasonable to consider allowing the roadways within the County jurisdiction to be designed and constructed to City standards if the City is willing to commit to the annexation within a reasonable time frame.
8. In the situations described under Paragraphs 6 and 7 of this Agreement, it is a challenge for the developer to be required to meet both City and County standards rather than have one consistent set of standards throughout the development period. It can also be a challenge for the developer if annexation occurs during the development period because schedule and costs will be impacted if standards must be converted from County standards to City standards during the development period.

PURPOSE OF THE AGREEMENT

9. The purpose of this Agreement is to authorize the County Transportation Director (or designee) and the City Manager (or designee) to enter into Letters of Agreement (**LOAs**) to allow application of City standards on development-related roadways in County jurisdiction under terms provided under this Agreement.

TERMS OF THE AGREEMENT

10. **Responsibilities of the County:**
 - 10.1 The County Transportation Director or designee may, in coordination with the City Manager or designee, determine roadways suitable for an LOA and enter into LOAs with the City for the purposes authorized in this Agreement.

10.2 The County Transportation Director or designee may agree to amend the LOA, in writing, as provided in Paragraph 13 of this Agreement.

10.3 The County Transportation Director or designee shall retain appropriate files related to any LOA entered into under the authority of this Agreement until all terms provided in the Agreement and the pertinent LOA have been satisfied or as otherwise required by law.

11. Responsibilities of the City:

11.1 The City Manager or designee may, in coordination with the County Transportation Director or designee, determine roadways suitable for an LOA and enter into LOAs with the County for the purposes authorized in this Agreement.

11.2 The City Manager or designee may agree to amend the LOA, in writing, as provided in Paragraph 13 of this Agreement.

11.3 The City Manager or designee shall retain appropriate files related to any LOA entered into under the authority of this Agreement until all terms provided in the Agreement and the pertinent LOA have been satisfied or as otherwise required by law.

12. Responsibilities of the Parties:

Each LOA entered into under authority of this Agreement shall include the following:

12.1 A description of the proposed development and the jurisdiction in which it is located.

12.2 A list of the roadways included in the development or otherwise impacted by the development. A map may be included if deemed appropriate by the County Transportation Director (or designee) or the City Manager (or designee). County roadways that are not intended to be annexed shall not be subject to this Agreement.

12.3 A statement that the City commits to annexation of the subject roadways no later than upon completion of the development and that the City accepts all liability associated with such roadways as well as all maintenance and operation responsibilities upon approval of an applicable LOA.

12.4 A statement that the roadways will be designed and constructed to City standards.

- 12.5 A statement that the City will assume responsibility for plan review, permitting, inspections, and traffic control for the listed roadways to be annexed. The City shall ensure that the appropriate liability insurance and project bonding (assurance) are in place. The insurance shall list Maricopa County as "Additional Insured" and regardless of the form, the project bonding shall require written confirmation of the satisfaction of Maricopa County that project requirements have been met and the assurance may be released.
- 12.6 Other terms as may be deemed necessary by the County Transportation Director (or designee) and the City Manager (or designee).
13. After the County Transportation Director or designee and the City Manager or designee enter into an LOA, if unexpected or unforeseen circumstances arise that warrant an amendment to an LOA, the County Transportation Director or designee and the City Manager or designee may agree to amend the LOA, in writing.
14. Nothing in any LOA shall be interpreted to enlarge or expand the County's or the City's authority.

GENERAL TERMS AND CONDITIONS

15. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
16. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
17. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:

- 17.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
- 17.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 17.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
- 17.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
18. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
19. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

20. All notices required under this agreement to be given in writing shall be sent to:

County:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009

City:

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

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

21. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
22. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
23. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
24. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Surprise City Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.

25. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
26. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
27. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
28. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
29. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
30. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
31. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.

32. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
33. 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 the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
34. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
35. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
36. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

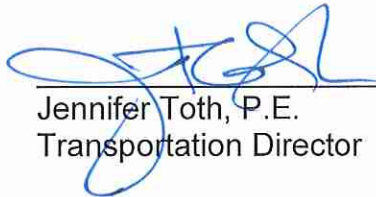
IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

CITY OF SURPRISE

Recommended by:

Recommended by:

 11/22/2016

Jennifer Toth, P.E. Date
Transportation Director

Bob Wingenroth Date
City Manager

Approved and Accepted by:

Approved and Accepted by:

Chairman Date
Board of Supervisors

Sharon Wolcott Date
Mayor

Attest by:

Attest by:

Clerk of the Board Date

City Clerk Date

APPROVAL OF DEPUTY COUNTY ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

Deputy County Attorney Date

City Attorney Date



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

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

Council Meeting Date:	September 5, 2017	Contact Person:	Edith Baltierrez, Executive Management Analyst
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 to amend the City of Surprise Public Art Policies and Procedures Guide to include minor revisions which were inadvertently omitted in the document adopted by the City Council on March 21, 2017.

Motion:

I move to approve an amendment to the City of Surprise Public Art Policies and Procedures Guide to include the provisions that were originally presented to City Council in Work Session on March 7, 2017.

Background:

The Surprise Arts and Cultural Advisory Commission contracted with Drake and Associates for the establishment of policies and procedures relative to public art in Surprise. Several Commission members held a series of meetings with consultant Betty Drake to review and provide initial feedback. Ms. Drake, along with city staff, had the opportunity to present the draft, with the City of Surprise Legal Department's feedback, to the entire Commission. At the January 9, 2017 meeting, the Commission approved to move forward and recommend adoption by the Surprise City Council of the draft Surprise Public Art Policy and Procedures Guide. At the February 6, 2017 meeting, city staff reviewed the technical revisions suggested by internal departments to ensure this document is in compliance with the City's Municipal Code, Budget and Procurement guidelines. On March 7, 2017, the document was presented at the City Council Work Session and then adopted on March 21, 2017 by City Council. As staff prepared to initiate new art projects under the Public Art Policies and Procedures Guide, it was discovered that the approved document was missing technical language referencing the City's Municipal Code, Budget and Procurement guidelines that had been originally included in the document that was presented at the City Council Work Session. Unfortunately, an incorrect version of the document was provided after a request was made to have the consultant change out a photo from the cover page. The attachment provided only includes the pages which contain revisions.

Objective Analysis:

This would 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 as well as support the powers, duties, and

responsibilities of the Surprise Arts and Cultural Advisory Commission as outlined in the municipal code, Section 2-299.

Policy Compliant:

The City Manager's Office, the City Attorney's Office, the Finance Department, the Public Works Department and Community Development Department worked together with the Commission and the consultant to ensure the Surprise Public Art Policies and Procedures Guide is consistent with City policy.

Financial Impact:

None at this time; however, topics covered in this presentation could lead to future actions which may have a financial impact on the Surprise Arts & Cultural Advisory Commission budget.

Budget Impact:

None at this time; however, topics covered in this presentation could lead to future actions which may have a financial impact on the Surprise Arts & Cultural Advisory Commission budget.

FTE Impact:

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

ATTACHMENTS:

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☐ [P&P Technical Revisions](#)

I. INTRODUCTION

The Introduction to the Surprise Public Art Policies and Procedures Guide (SPAPPG) describes its purpose, goals and the role played by the Surprise Arts and Cultural Advisory Commission (SACAC) in guiding the City's public art program.

A. Purpose and Goals of the Surprise Public Art Policies and Procedures Guide

1. Purpose

The purpose of the SPAPPG is to establish for the Surprise Arts and Cultural Advisory Commission (SACAC) a process for the selection, acquisition, placement, and maintenance of works of public art. The SPAPPG includes policies for art project management, acceptance of donations, deaccession procedures and related aspects of the public art program.

2. Goals

- a. Define policy and procedures for public art selection, siting and program management.
- b. Provide policy and procedures that expand the scope of the City's public art collection to include works of art that represent excellence while varying in style, scale, medium, form, and intent.
- c. Strive for a broad distribution of commissions among artists.
- d. Encourage emerging and regionally based artists.
- e. Encourage collaborative efforts between artists and architects, engineers, and landscape architects as members of design teams.
- f. Provide policy and procedures for documentation, conservation, maintenance, accession and deaccession of artwork acquired for the public art collection.
- g. Encourage the future development of an art in private development policy by establishing policies and procedures that form the foundation for private development contribution.

B. Role of the Surprise Arts and Cultural Advisory Commission (SACAC)

SACAC plays an active role in all aspects of Surprise's public art program. SACAC is responsible for defining purpose, budgets, and parameters of public art projects. SACAC reviews proposed donations of artwork, unsolicited art project proposals, temporary art installations and proposals for community-initiated art. Working with City staff, SACAC approves the selection process to be used and develops the call for artists. SACAC members shall chair and serve on selection panels that recommend public art proposals for City Council approval. SACAC is responsible for working with City staff to oversee execution, planning, and preservation of the City's public art collection.

C. Municipal Art Fund

Per Surprise Municipal Code, the Municipal Art Fund was established for the acquisition and administration of the City's Public Art Program. All expenditures and proceeds related to the Public Art Program will reside within the Municipal Art Fund and will be administered in accordance with city code, policies, and procedures.

3. Project Budget

During initial project definition, a project budget is established. The budget for a public art project must be based on available funds, estimate of project costs and project parameters. This project budget is also subject to review by City staff and must be approved by City Council as part of the budget approval process.

SACAC will determine whether the funds available will be sufficient to achieve the project's purpose, using stated parameters. To enable artists to design a work that is financially feasible, budget guidelines will be provided to artists during the selection phase.

Artists must provide acknowledgment of the budget on their proposals and their ability to execute the project within the budgeted amount.

B. Site Selection

Locations for the public artwork may be based on recommendations of SACAC, the public art master plan, unique project characteristics or other criteria. The site may be either a specific location or a larger area within which the artist can choose a site for the artwork. The SACAC should, in coordination with the appropriate City staff adhere to existing site placement and plan procedures when siting public art.

1. Criteria for site selection

- a. The artworks shall be clearly visible and easily accessible to the public at all times.
- b. The artworks shall be responsive to their immediate surroundings in terms of scale, material, form, and content.
- c. The artworks shall be located on public property or on property where the owner of the site is a partner in the project.
- d. The art should ideally be located in areas with high levels of pedestrian traffic so it will enhance and activate gathering places, the streetscape and the pedestrian experience.
- e. The artworks may be sited to help identify a district or neighborhood, establishing landmarks and gateways.
- f. Public art shall be dispersed throughout the city, as opposed to being concentrated only in a few areas.
- g. For sites on City property, approval by facilities management staff within the Public Works Department.

C. Selection Panel

1. Panel Responsibilities

A selection panel will be assembled by City staff in coordination with the SACAC for each project.

Duties include but are not limited to the following:

- a. Reviewing and narrowing the artist application pool based on the project's goals and siting criteria;

D. Selection Process Options

The public art selection process may be conducted through open competition, invitational competition or direct selection. SACAC may also be asked to consider unsolicited proposals, acquisition of an existing work of art, temporary artworks or installations, gifts of art, community-initiated public art projects and rental or loan of art (see Section II.H).

1. Open Competition

All qualified artists may participate in an open competition with possible limitations based upon geographical or other eligibility criteria. No fees will be charged to artists submitting qualifications and application materials for consideration. Upon review of submittals, the panel may select either a single artist or a limited number of finalists. The finalist(s) may be paid a fee to prepare an art concept proposal and be reimbursed for travel expenses to interview with the selection panel.

2. Invitational Competition

A selected group of artists is invited to submit conceptual design proposals. This method is generally used when project-specific qualifications and experience are required. Artists are considered by invitation only. Names of artists invited to apply are generated by SACAC, staff, members of the selection panel and other sources. The invited artists may be asked to submit their proposals in the form of drawings or maquettes, to tour the site and attend an interview with the selection panel. Invited artists are typically paid a fee and reimbursed for travel expenses.

3. Direct Selection

A specific artist or artwork is selected outright for a direct commission or purchase. Directly selecting an artist is rarely done by public agencies that are required to vet candidates in a competitive process.

E. Developing and Distributing a Call for Artists

A call for artists is an opportunity notice that invites artists to submit qualifications or proposals for a public art project and provides them with information about project parameters. A call for artists includes site description, budget, general types of artwork desired (e.g., sculpture, mural, temporary installation), purpose of the project, and other information to help them formulate their responses.

The SACAC should, in coordination with City staff, review and approve the call for artists and distribution of the call.

1. Types of Calls for Artists

There are two traditional types of calls for artists: requests for qualifications (RFQ) and requests for proposals (RFP). Per the Procurement Code, works of art are exempt from competitive bidding requirements, however if a competitive process is chosen for the selection of art, the SACAC will adhere to the requirements set forth in the City's Procurement Guideline Manual.

a. Requests for Qualifications (RFQ)

This type of call for requires submittal of examples of an artist's previous work, a vita, selected references, statement of interest in the project and other information (see Sec.II.F.2).

After the applications are received and evaluated, the selection panel generally invites a short-list of qualified artists to interviews and/or to develop project design proposals.

- j. Process for selection and project approval
- k. Application guidelines and materials to be submitted
- l. Preferred media and scale (if appropriate)
- m. Artist fees and reimbursable expenses (if applicable)
- n. Estimated timelines and project schedule

3. **Eligible and ineligible project expenditures**

The proposing artist must have a clear understanding of which project costs are eligible for funding under the City's public art program and which are not. All project expenditures are subject to review by City staff and must be approved by City Council as part of the budget approval process. Expenditures eligible and ineligible for public funding are listed below.

a. **Eligible expenditures**

- (1) Professional artist fees
- (2) Fees for assistants, professional and contracted services required for design, engineering, fabrication, and installation of the artwork
- (3) Space and equipment rental
- (4) Fabrication and materials costs
- (5) Packing/crating of the artwork
- (6) Shipping and transportation of the artwork to the site
- (7) Installation
- (8) Insurance, permits, taxes, business and legal expenses
- (9) City-required permits
- (10) Dealer, gallery, or consultant fees not to exceed 10% of the artist fee
- (11) Models, maquettes, construction drawings prepared by the artist
- (12) Travel expenses of the artist for site visitation, research, and presentations
- (13) Preparation of the site to receive artwork beyond that which would normally be required
- (14) Structural improvements necessary for display of the artwork
- (15) Documentation of the artwork
- (16) Incidental Expenses

b. **Ineligible expenditures**

- (1) Directional, wayfinding or other functional elements, such as signing, super-graphics, maps, etc. not designed by an artist selected through SACAC approval process
- (2) Landscape architecture, landscape gardening, architectural elements and engineering except where these elements are designed by the artist to be integral parts of the artwork
- (3) Architecture, landscape architecture and engineering fees and land costs on a project that incorporates public art
- (4) Site improvements not designed by the artist as integral to the artwork. Elements generally considered to be components of architectural or landscape architectural design (landscaping, pool, paths, benches, receptacles, fixtures, planters, etc.) which are designed by a design professional rather than by the artist are not eligible public art expenditures.

recommend one or more suitable locations, pending further approval(s) by the donor, affected departments and City officials.

c. Review of the proposed gift

SACAC will review the proposed gift using SPAPPG art selection criteria to determine whether it will be a valuable addition to the public art collection and ensure that the gift is in accordance with the City's Donation Policy. SACAC will forward its recommendation to City Council for final action.

d. Rights and ownership

The City assumes ownership of the artwork. It retains full rights to the gift, including rights for reproduction, removal, relocation, and deaccession.

e. Responsibility for maintenance and conservation costs

Responsible ownership of art requires a commitment of resources to conserve and protect it. Because SACAC is not involved in initiating gift donations and must deal realistically with limited resources, it is SACAC's policy to recommend acceptance of donations of art only if the donor has agreed to pay for costs of installation and long-term conservation of the donated work(s) either in perpetuity or for a specified period of time.

f. Gift of memorials

Memorials are proposed to honor a person or event important to the city's history. If a work of art is proposed as a memorial, it must be reviewed following SPAPPG policies and procedures and accepted by SACAC as part of the City's public art collection. In addition to the SPAPPG review criteria, donations of memorials should also consider:

- (1) How the artwork represents community culture and values
- (2) Significance of the person(s) or event being memorialized
- (3) Long-term value of the art - a timeless quality that makes a statement to future generations
- (4) Justification for the memorial being placed at the proposed location, if a specific location is proposed

2. Unsolicited Proposals

From time to time artists or individuals may propose public art outside of the City's process for identifying public art projects. These unsolicited proposals may be accepted for consideration at the discretion of SACAC, based on artistic merit and availability of funds. Anyone who seeks to submit an unsolicited proposal, must provide an application for SACAC review including information required in this section of the SPAPPG.

a. Unsolicited proposal review

When an unsolicited public art proposal is received, City staff will forward it to SACAC for discussion and possible further action.

- (1) SACAC review to determine
 - (a) Whether the proposal enhances the City's public art collection
 - (b) Whether the proposal has substantial artistic merit
 - (c) Whether funds for the proposed project are available
 - (d) Whether the proposer will pay for maintenance and conservation
 - (e) Whether a site for the proposed project has been identified and is feasible

- vi) Potential of the proposed artwork to stimulate discovery or ongoing contemplation
- vii) Appropriateness of the temporary artwork to season and place
- viii) Ability of the public to interact with the artwork
- ix) Potential to involve new artists, such as emerging, local or renowned artists who are of value to the public art program and the West Valley arts community

(3) Art Media

The media used in temporary installations need not have the durability required in permanent artworks, but the works must be structurally sound and well-constructed. If the public is expected to interact with the artwork, it should be safe and sturdy enough to hold up to the expected types of interactions. It is important that when the artwork is removed, no lasting damage is done to the site.

(a) Criteria for Evaluation of Art Media

- i) Artwork that goes beyond the media and styles present in the City's permanent public art collection
- ii) Materials and media that are safe and resistant to damage from public contact
- iii) Evaluation of whether the artwork can be removed completely, without deleterious impacts to its site or surroundings

(4) Funding

Budgets for temporary artworks are generally less than for permanent installations. Funds may be raised or donated to support the proposed artwork or drawn from public art program funds. Any funds raised or donated must be done in accordance with the City's Donation Policy and will require City Council approval prior to being expended if not included in the approved City budget. The project budget must take into account costs for installing, maintaining and removing the temporary art.

(a) Funding criteria

- i) Availability of project funds, internally, externally or by donation
- ii) Value of the proposed artwork to the public art program, considering preparatory, installation and short-term maintenance costs.

b. Artist responsibilities

- (1) Responsibility for the artwork, including fabrication, installation, loss or damage of the artwork due to vandalism, and the clean-up/de-installation, is assumed by the artist. Artist must sign a loan agreement which acknowledges these responsibilities.
- (2) Publicity - The public art program must be notified of any artist-initiated media or news releases prior to distribution. All publicity must acknowledge that the project is funded by the City of Surprise Public Art Program.

C. Contract Terms

The City will create and utilize a standard contract modified to take into consideration the unique aspects of procuring art, including but not limited to the following terms. All terms enumerated herein are subject to negotiation and nothing herein shall be interpreted to limit the City's contracting authority.

1. Project Budget

A project budget shall be included in the contract, itemizing the artist's design commission and eligible expenses to be paid during the contract's design and fabrication phases.

a. Incidental expenses

Ten percent (10%) of the total art project budget should be set aside for incidentals to cover unforeseen and unavoidable expenses associated with the artist's completion of the project. Eligible incidental expenses are subject to approval by the SACAC. If the project's incidental expense budget not adequate to cover such costs, a renegotiation of the budget terms of the contract and/or an option to terminate the contract can be considered. The total project budget shall not be exceeded without prior approval by City Council. If the incidental expense budget is not used, it will be returned to the Municipal Art Fund.

b. Final project acceptance

Prior to full payment, a final acceptance meeting will be held, involving the artist and City representatives. Other stakeholders, SACAC and staff may be included. The work will be inspected for full completion and correction of any defects or deficiencies. All requirements of the contract are to be met prior to final payment. *See also Section III.B.8.c.*

2. Payments

Milestones should be established for artist payments, per the project schedule. Contract terms should specify the amounts or fee percentages of initial, progress and final payments and the procedure for invoicing and payment. If the project is cancelled, payment of work done to date will be made. *See Section III.C.10.*

3. Project Schedule

A projected schedule for design, fabrication, transportation, and installation of the artwork is required.

a. Project delays

If the artwork is ready on time, but the construction project is late, the commissioning City agency should pay all maintenance and storage costs for the artwork until it can be safely installed. When an artist completes a work before the completion date agreed upon in the contract, the artist will be responsible for storage charges. Should the construction project be completed on schedule, but, due to conditions beyond reasonable control, the artist is late producing the finished artwork, it will not be considered a breach of contract, and the City will grant a reasonable extension of time to the artist. If the City incurs costs by such a delay, the contingency fee (*see III.C.1.a*) will be used to cover these charges.

4.

2. Deaccession Procedure

The SACAC will be responsible for recommending artworks for deaccession.

a. Request for deaccession

A written request for deaccession review will be submitted by public art program staff to the SACAC. The request for review should include:

- (1) the reason for proposing deaccession;
- (2) the estimated current value of the work;
- (3) the initial acquisition method and cost;
- (4) written evaluation, using the specified criteria for deaccession;
- (5) photographs indicating the status of the work;
- (6) contract with the artist or other relevant agreement;
- (7) applicable Federal legislation (VARA);
- (8) documentation of related discussions with the artist of the circumstances prompting the review;
- (9) written recommendations of other concerned parties including City departments, the artist, conservators or other qualified independent professionals and
- (10) additional information to be provided when available includes:
 - (a) any media/articles regarding the work;
 - (b) evidence of public debate; and
 - (c) written correspondence concerning the work.

b. Deaccession panel review

City staff may convene, with coordination of the SACAC, a deaccession panel which will determine whether an artwork meets the specified criteria. Based on information submitted in the request for deaccession, the panel reviews the request and forwards its report and recommendations to SACAC for final action. The panel may recommend an alternative to deaccession, such as relocation of the artwork to another site. The opinion of the City Attorney on any restrictions which may apply to this specific work should be included in the report.

c. Surprise Arts and Cultural Advisory Commission action

The SACAC reviews the deaccession panel report and votes on its recommendation, to be forwarded to City Council for final action.

3. Deaccession Actions

If deaccession is approved, one of the following actions can be considered and executed in accordance with applicable law:

a. Sale or trade

- (1) Artist may be given the right of first refusal to purchase the artwork. In the case of a work of art by a living artist, consideration may be given to an exchange with the artist.

- (2) If the artwork was a gift, the original donor or his/her heirs may be given the opportunity to acquire the artwork.
- (3) The work may be sold through auction, gallery resale or direct bidding by individuals, in compliance with City law and policies governing surplus property.
- (4) A trade may be made through the artist, a gallery, museum or other institution for one or more artwork(s) of comparable value.
- (5) Independent professional appraisals of the fair market value of the work shall be received prior to sale, exchange or trade.

b. Donation

The artwork may be donated to another City's public art program, to a museum or a non-profit organization.

c. Destruction of work

Destruction of the work may be warranted if the artwork has deteriorated or been damaged beyond repair and deemed of negligible value.

d. Removal costs

The costs for removing or relocating artwork deaccessioned by sale, loan, trade, or gift will be borne by the new owner or recipient of the artwork. Destruction of deaccessioned works will be at City expense,

4. Use of Net Proceeds from Deaccessioning

Proceeds from sale of the work are to be deposited into a public art fund account to be used only for future public art projects. Funds received from the disposal of a deaccessioned work shall not be used for SACAC operations.



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

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Council Meeting Date:	September 5, 2017	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action by Mayor and Council of the City of Surprise, Arizona, declaring its intention to create a lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the Bell Pointe South #157 Street Lighting Improvement District; Resolution # 2017-94.

Motion:

I move to approve Resolution # 2017-94.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders. The City and Arizona Public Service Company (“APS”) have approved the street layout and facilities design. The electric rates are established by APS tariff. The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of ad valorem taxes based upon the assessed value of all property in the District.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Bell Pointe South #157 development.

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

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

Budget Impact:

Funding was not included as part of the FY2018 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2018, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2019, at the earliest

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2017-94](#)
 - ☐ [Petition - Bell Pointe II South #157](#)
-

RESOLUTION # 2017-94

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, BELL POINTE II SOUTH #157 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, BELL POINTE II SOUTH #157 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona, Bell Pointe II South #157 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

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

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

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

APPROVED AND ADOPTED this __day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"

DESCRIPTION

BELL POINTE II SOUTH #157 STREET LIGHT IMPROVEMENT DISTRICT (SLID)

A PORTION OF PARCEL NO. 2A, AS DESCRIBED IN QUIT CLAIM DEED, RECORDED IN DOCUMENT NO. 2000-0917693, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A 3-INCH MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A 2-INCH MARICOPA COUNTY ALUMINUM CAP STAMPED "T4N R2W 1/4 S27 S34 RLS35832 2003" BEARS NORTH 00° 22' 21" EAST, A DISTANCE OF 5,272.65 FEET;

THENCE NORTH 00° 22' 21" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 34, A DISTANCE OF 1,691.74 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BEARDSLEY CANAL, AS SHOWN IN BOOK 584, PAGE 18, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE POINT OF BEGINNING, FROM WHICH A FOUND 1/2-INCH REBAR BEARS SOUTH 25° 48' 29" WEST, A DISTANCE OF 1.85 FEET;

THENCE LEAVING SAID NORTH-SOUTH MID-SECTION LINE, SOUTH 25° 48' 29" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 538.85 FEET TO THE NORTHEAST CORNER OF TRACT A OF BELL POINTE I, AS SHOWN IN BOOK 670, PAGE 49, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 89° 42' 20" WEST, ALONG THE NORTHERLY LINE OF SAID TRACT A AND ITS WESTERLY PROLONGATION, A DISTANCE OF 768.73 FEET TO A CORNER OF SAID BELL POINTE I, LYING ON THE CENTERLINE OF BELL POINTE BOULEVARD AS SHOWN ON SAID BELL POINTE I, FROM WHICH A FOUND BRASS CAP FLUSH BEARS SOUTH 00° 20' 52" WEST, A DISTANCE OF 235.50 FEET;

THENCE NORTH 00° 20' 52" EAST, ALONG SAID CENTERLINE OF BELL POINTE BOULEVARD, A DISTANCE OF 908.21 FEET TO A CORNER OF BELL POINTE 1, BEING MARKED BY A FOUND BRASS CAP FLUSH;

THENCE SOUTH 89° 41' 53" EAST, A DISTANCE OF 1,000.55 FEET TO THE SOUTHEAST CORNER OF TRACT I OF SAID BELL POINTE I;

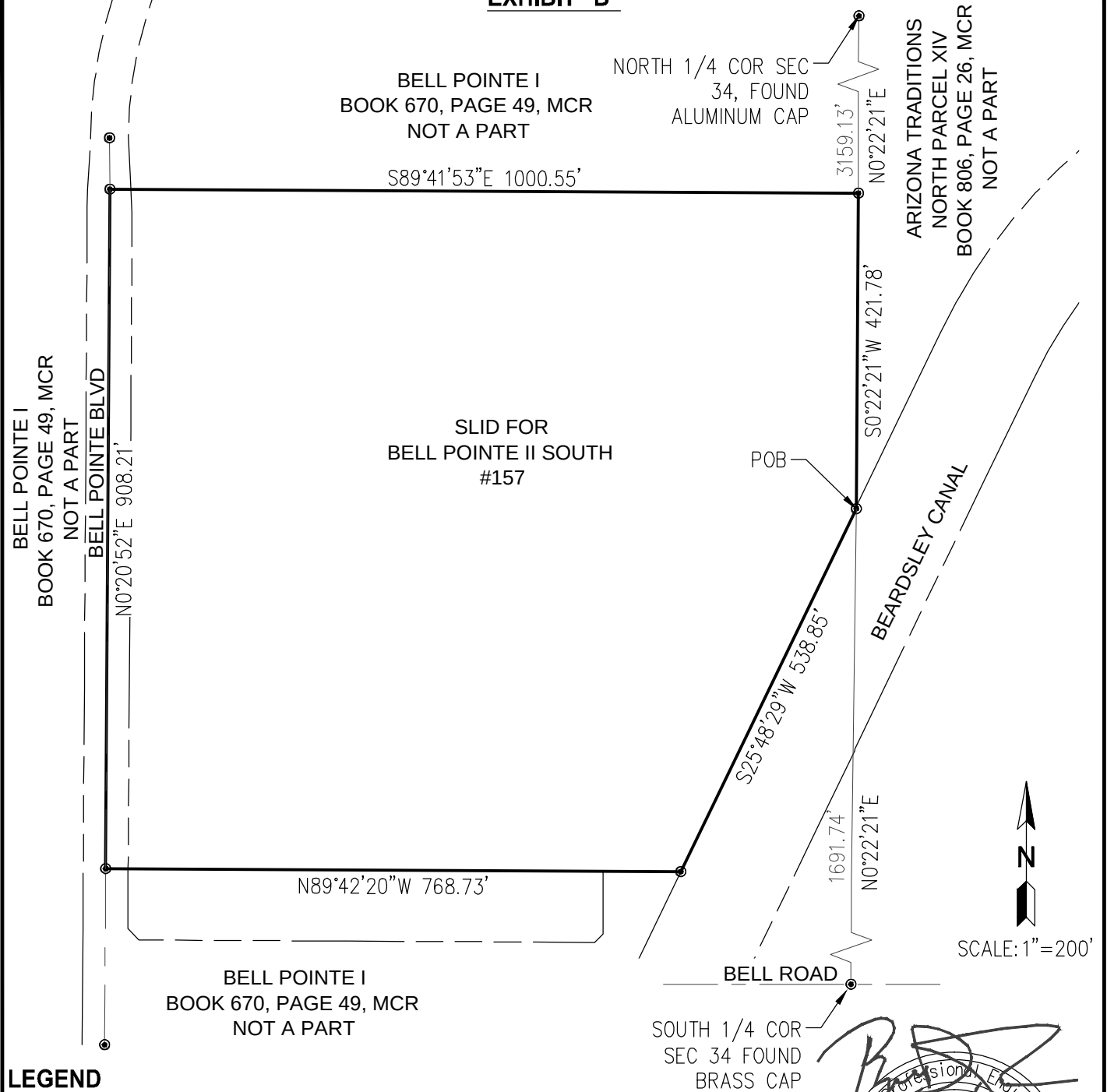
THENCE SOUTH 00° 22' 21" WEST, ALONG SAID NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 421.78 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 852,198 SQUARE FEET OR 19.564 ACRES, MORE OR LESS.

ATTACHED IS EXHIBIT "B" AND BY THIS REFERENCE IS MADE A PART HEREOF.
END OF DESCRIPTION.

j:\kri1601-000 bell pointe ii north\dwg\cdocs\south\exhibits\kri1601-000_south_slid.dwg 7/13/2017 9:45 AM Luke Bingham

EXHIBIT "B"

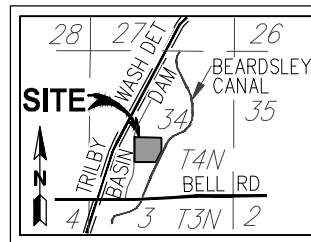


LEGEND

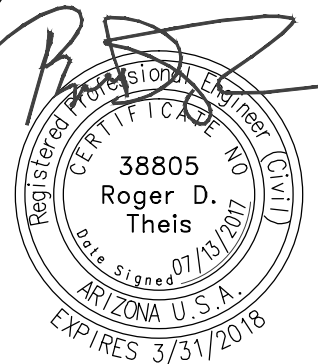
POB POINT OF BEGINNING
MCR MARICOPA COUNTY RECORDER
SLID BOUNDARY

BASIS OF BEARING

THE NORTH-SOUTH MID SECTION LINE OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE. SAID LINE BEARS NORTH 0°22'21" EAST



VICINITY MAP



SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
11201 N. TATUM BOULEVARD #250, PHOENIX, AZ 85028
PHONE (602) 687-9664

BELL POINTE II SOUTH #157

**STREET LIGHT
IMPROVEMENT DISTRICT (SLID)**

DATE: 2017-06-22	PROJECT NO. KRI1601-000
DRAFTER: SB	
DESIGNER: LB	
CHECKED: RT	
	SLID01 SHEET 1 OF 1

FS17-043

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District.

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

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

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

Bell Pointe II South #157

PETITIONERS: Please print and sign your name

Print Business/ Petitioners Name	Address of Property owned Within District	Assessor Parcel #	Signature
Kerry Rose		503-75-046R	



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

AVAILABILITY

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

APPLICATION

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

RATES

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

I. FIXTURES (Includes Mounting Arm, if Applicable)

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



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

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

				RATES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
B. Architectural	9,200 LED	139	48	\$23.77	\$6.78
	13,620 LED	202	70	26.45	8.58
	6,400 LED	89	31	16.61	4.73
C. Cobra/Roadway	5,800 HPS	70	29	8.73	5.16
	9,500 HPS	100	41	10.28	6.32
	16,000 HPS	150	69	12.87	8.82
	30,000 HPS	250	99	15.52	11.46
	50,000 HPS	400	153	21.06	16.37
	14,000 MH	175	72	14.97	10.20
	21,000 MH	250	101	17.49	12.69
	36,000 MH	400	159	23.03	17.63
	8,000 FL	100	38	17.20	5.04
	6,200 IND	75	26	9.78	3.50
	6,400 IND	85	29	8.33	3.51
	8,000 IND	88	30	9.72	3.75
	8,400 IND	100	34	9.01	3.93
	10,200 IND	120	41	9.69	4.47
	13,000 IND	150	52	10.67	5.32
	15,250 IND	200	69	12.87	6.73
	22,500 IND	250	86	17.22	8.41
	Gray/Bronze 3,500 IND	55	19	9.75	3.03
	6,000 LED	95	33	15.83	4.76
	8,700 LED	142	49	17.80	6.06
	9,600 LED	157	54	18.94	6.54
	11,600 B-LED	181	62	17.67	6.90
	Gray/Bronze 3,300 LED	43	15	8.36	2.59
	Gray/Bronze 5,300 LED	67	23	9.70	3.29
	Gray/Bronze 8,300 LED	106	37	12.58	4.59
	Gray/Bronze 10,500 LED	130	45	14.00	5.29
	Gray/Bronze 20,000 LED	258	89	24.33	9.54
D. Decorative Transit	9,500 HPS	100	41	37.09	11.11
	16,000 HPS	150	69	36.88	12.41
	30,000 HPS	250	99	42.46	16.02
	5,300 LED	75	26	26.40	5.69
	8,300 LED	100	34	28.27	6.47
	10,500 LED	150	52	30.35	7.91
E. Flood	30,000 HPS	250	99	20.61	12.81
	50,000 HPS	400	153	25.56	17.77
	21,000 MH	250	101	22.00	13.53
	36,000 MH	400	159	26.82	18.35



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

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

					Rates	
		Lumens	Watts	kWh	Investment By Company	Investment By Others
F. Post Top	Colonial Gray	8,000 FL	100	38	\$18.54	\$5.23
		9,500 HPS	100	41	10.60	6.65
	Colonial Black	9,500 HPS	100	41	12.21	6.88
	Decorative Transit	9,500 HPS	100	41	32.47	10.24
	Copper Square	6,000 IND	85	29	17.52	4.72
	Gray/Black	8,000 IND	88	30	13.80	4.29
	Gray/Black	4,350 LED	86	30	12.52	4.12
G. FROZEN		4,000 INC	295	103	\$9.78	\$5.47
		7,000 MV	175	73	12.67	7.27
		11,000 MV	250	96	15.87	9.68
		20,000 MV	400	150	24.92	14.12

NOTES:

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



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

II. POLES

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



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

II POLES (cont)

			RATES		
		Height	Investment by Company	Investment by Others	
C. Direct Bury	Round Steel	19 ft.	\$18.42	\$2.54	
		30 ft.	14.38	2.66	
		38 ft.	17.55	2.73	
		Self Support	40 ft.	21.62	3.42
		Stepped	25 ft.	49.72	4.06
			32 ft.	52.36	4.27
			49 ft.	64.99	8.96
	Square Steel	4"	34 ft.	15.87	2.75
		5"	20 ft.	15.07	2.49
			30 ft.	15.71	2.59
			38 ft.	17.05	2.96
		8"	28 ft.	28.45	2.32
			32 ft.	29.74	2.43
	Decorative Transit		41 ft 6 in	20.47	3.01
	Decorative Transit	47 ft.	25.50	3.75	
	Steel Distribution Pole (for lighting only)	35 ft.	23.54	3.10	
D. Post Top	Decorative Transit Anchor Base	16 ft.	35.07	4.82	
	Gray Steel/Fiberglass	23 ft.	12.16	2.00	
	Black Steel	23 ft.	13.41	2.21	
E. Existing distribution pole suitable for streetlight use			1.48	--	
F. FROZEN	Wood Poles	30 ft.	\$8.95	\$1.55	
		35 ft.	8.95	1.48	

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

III. ANCHOR BASE

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



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

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

V. DETERMINATION OF RATES FOR NEW EQUIPMENT

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

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

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



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

TRIP CHARGE

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

ADJUSTMENTS

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

SPECIAL PROVISIONS

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



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

NON-STANDARD FACILITIES

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

EXTENSION OF STREET LIGHTING SYSTEM

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

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

TERMS AND CONDITIONS

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



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

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

Council Meeting Date:	September 5, 2017	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action by Mayor and Council of the City of Surprise, Arizona, declaring its intention to create a lighting improvement district pursuant to A.R.S. 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the Bell Pointe North #156 Street Lighting Improvement District; Resolution # 2017-93.

Motion:

I move to approve Resolution # 2017-93.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders. The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff. The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of ad valorem taxes based upon the assessed value of all property in the District.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Bell Pointe North #156 development.

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives

Financial Impact:

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

Budget Impact:

Funding was not included as part of the FY2018 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2018, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2019, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2017-93](#)
 - ☐ [Petition - Bell Pointe II North #156](#)
-

RESOLUTION # 2017-93

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, BELL POINTE II NORTH #156 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, BELL POINTE II NORTH #156 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona Bell Pointe II North #156 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2017.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT "A"

DESCRIPTION

BELL POINTE II NORTH #156 STREET LIGHT IMPROVEMENT DISTRICT (SLID)

THAT PORTION OF THE NORWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A 3-INCH MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A 2-INCH MARICOPA COUNTY ALUMINUM CAP STAMPED "T4N R2W 1/4 S27 S34 RLS35832 2003" BEARS NORTH 00° 22' 21" EAST, A DISTANCE OF 5,272.75 FEET;

THENCE NORTH 00° 22' 21" EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 34, A DISTANCE OF 3,362.83 FEET TO THE SOUTHEAST CORNER OF TRACT LL OF BELL POINTE I, AS SHOWN IN BOOK 670, PAGE 49, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH-SOUTH MID-SECTION LINE, NORTH 89° 42' 15" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEATHERBY DRIVE AS SHOWN ON SAID BELL POINTE I, A DISTANCE OF 392.30 FEET TO THE BEGINNING OF A TANGENT CURVE;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTHWESTERLY, A DISTANCE OF 19.52 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 14° 54' 44" TO A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTHWESTERLY, A DISTANCE OF 15.55 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 15.38 FEET, THROUGH A CENTRAL ANGLE OF 57° 54' 30" TO THE NORTHWEST CORNER OF SAID TRACT LL;

THENCE NORTH 89° 43' 13" WEST, ALONG THE NORTHERLY LINE OF SAID BELL POINTE I, A DISTANCE OF 170.46 FEET TO THE SOUTHWEST CORNER OF PARCEL NO. 1, AS DESCRIBED IN QUIT CLAIM DEED, RECORDED IN DOCUMENT NO. 2000-0917693, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 28° 37' 32" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL NO. 1, A DISTANCE OF 1,252.35 FEET (1,252.15 FEET RECORD) TO A POINT ON SAID NORTH-SOUTH MID-SECTION LINE;

THENCE SOUTH 00° 22' 21" WEST, ALONG SAID NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 1,115.16 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION THEREOF LYING WITHIN TRILBY WASH AS SHOWN IN BOOK 63 OF MAPS, PAGE 31, RECORDS OF MARICOPA COUNTY, ARIZONA;

SAID PARCEL CONTAINS 332,071 SQUARE FEET OR 7.623 ACRES, MORE OR LESS.

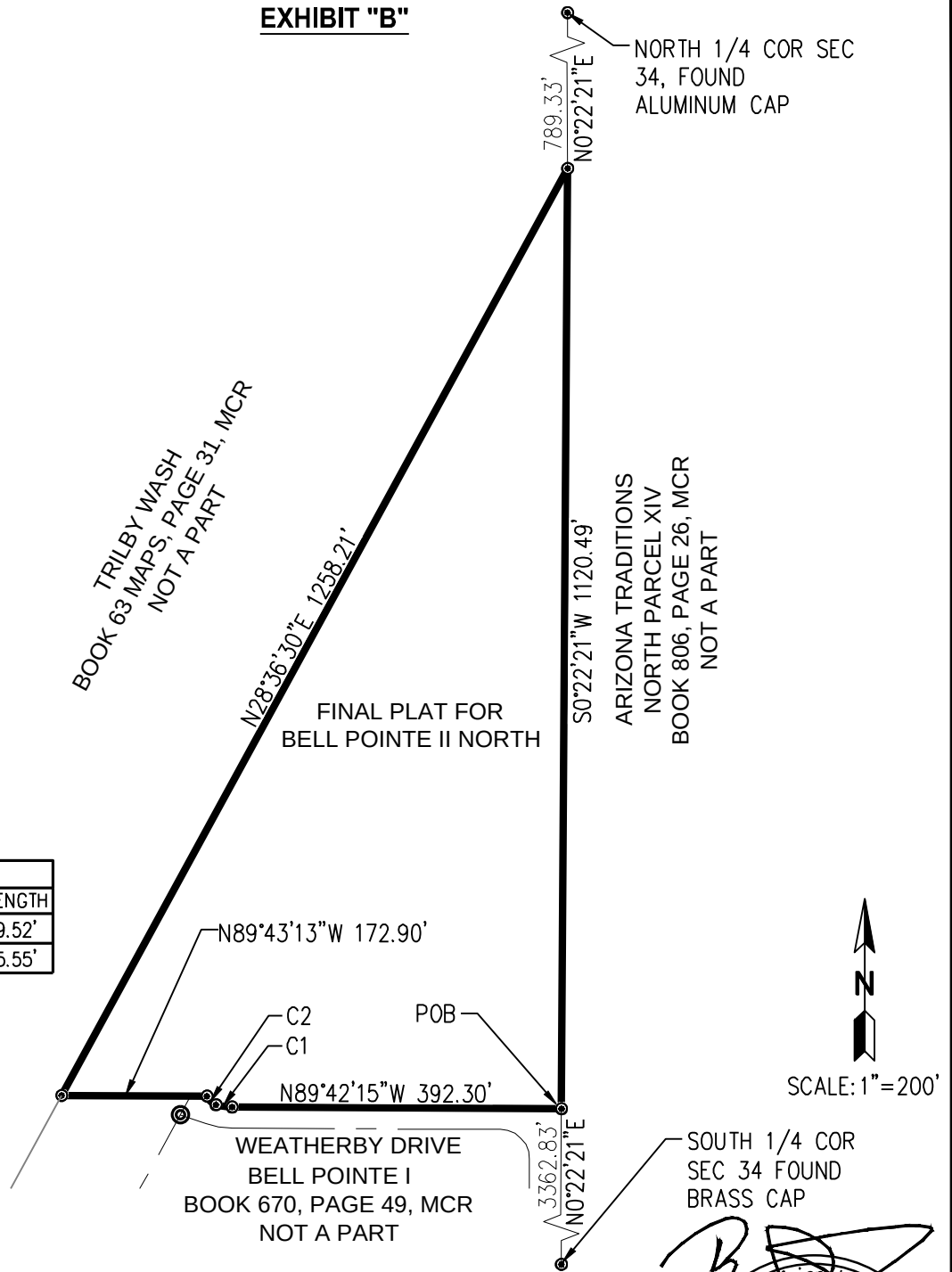
ATTACHED IS EXHIBIT "B" AND BY THIS REFERENCE IS MADE A PART HEREOF.

END OF DESCRIPTION.

j:\kri1601-000 bell pointe ii north\dwg\cdocs\north\exhibits\kri1601-000_north_slid.dwg 7/13/2017 10:04 AM Luke Bingham

EXHIBIT "B"

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	14°54'44"	75.00'	19.52'
C2	57°54'30"	15.38'	15.55'

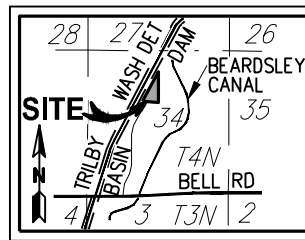


LEGEND

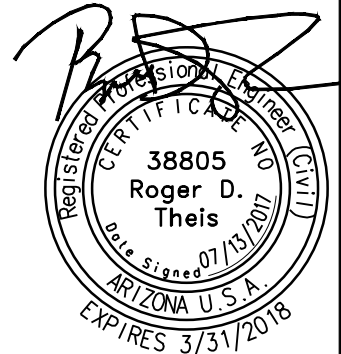
POB POINT OF BEGINNING
MCR MARICOPA COUNTY RECORDER
SLID BOUNDARY

BASIS OF BEARING

THE NORTH-SOUTH MID SECTION LINE OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE. SAID LINE BEARS NORTH 0°22'21" EAST



VICINITY MAP



SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
11201 N. TATUM BOULEVARD #250, PHOENIX, AZ 85028
PHONE (602) 687-9664

BELL POINT II NORTH #156
STREET LIGHT
IMPROVEMENT DISTRICT (SLID)

DATE: 2017-06-22	PROJECT NO. KRI1601-000
DRAFTER: SB	
DESIGNER: LB	SLID01
CHECKED: RT	SHEET 1 OF 1

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District.

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

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

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

Bell Pointe II North #156

PETITIONERS: Please print and sign your name

Print Business/ Petitioners Name	Address of Property owned Within District	Assessor Parcel #	Signature
Kerry Rose		503-75-046L & 507-08-460	



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

AVAILABILITY

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

APPLICATION

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

RATES

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

I. FIXTURES (Includes Mounting Arm, if Applicable)

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



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

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

				RATES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
B. Architectural	9,200 LED	139	48	\$23.77	\$6.78
	13,620 LED	202	70	26.45	8.58
	6,400 LED	89	31	16.61	4.73
C. Cobra/Roadway	5,800 HPS	70	29	8.73	5.16
	9,500 HPS	100	41	10.28	6.32
	16,000 HPS	150	69	12.87	8.82
	30,000 HPS	250	99	15.52	11.46
	50,000 HPS	400	153	21.06	16.37
	14,000 MH	175	72	14.97	10.20
	21,000 MH	250	101	17.49	12.69
	36,000 MH	400	159	23.03	17.63
	8,000 FL	100	38	17.20	5.04
	6,200 IND	75	26	9.78	3.50
	6,400 IND	85	29	8.33	3.51
	8,000 IND	88	30	9.72	3.75
	8,400 IND	100	34	9.01	3.93
	10,200 IND	120	41	9.69	4.47
	13,000 IND	150	52	10.67	5.32
	15,250 IND	200	69	12.87	6.73
	22,500 IND	250	86	17.22	8.41
	Gray/Bronze 3,500 IND	55	19	9.75	3.03
	6,000 LED	95	33	15.83	4.76
	8,700 LED	142	49	17.80	6.06
	9,600 LED	157	54	18.94	6.54
	11,600 B-LED	181	62	17.67	6.90
	Gray/Bronze 3,300 LED	43	15	8.36	2.59
	Gray/Bronze 5,300 LED	67	23	9.70	3.29
	Gray/Bronze 8,300 LED	106	37	12.58	4.59
	Gray/Bronze 10,500 LED	130	45	14.00	5.29
	Gray/Bronze 20,000 LED	258	89	24.33	9.54
D. Decorative Transit	9,500 HPS	100	41	37.09	11.11
	16,000 HPS	150	69	36.88	12.41
	30,000 HPS	250	99	42.46	16.02
	5,300 LED	75	26	26.40	5.69
	8,300 LED	100	34	28.27	6.47
	10,500 LED	150	52	30.35	7.91
E. Flood	30,000 HPS	250	99	20.61	12.81
	50,000 HPS	400	153	25.56	17.77
	21,000 MH	250	101	22.00	13.53
	36,000 MH	400	159	26.82	18.35



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

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

					Rates	
		Lumens	Watts	kWh	Investment By Company	Investment By Others
F. Post Top	Colonial Gray	8,000 FL	100	38	\$18.54	\$5.23
		9,500 HPS	100	41	10.60	6.65
	Colonial Black	9,500 HPS	100	41	12.21	6.88
	Decorative Transit	9,500 HPS	100	41	32.47	10.24
	Copper Square	6,000 IND	85	29	17.52	4.72
	Gray/Black	8,000 IND	88	30	13.80	4.29
	Gray/Black	4,350 LED	86	30	12.52	4.12
G. FROZEN		4,000 INC	295	103	\$9.78	\$5.47
		7,000 MV	175	73	12.67	7.27
		11,000 MV	250	96	15.87	9.68
		20,000 MV	400	150	24.92	14.12

NOTES:

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



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

II. POLES

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



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

II POLES (cont)

			RATES			
			Investment by Company	Investment by Others		
			Height			
C. Direct Bury	Round Steel		19 ft.	\$18.42	\$2.54	
			30 ft.	14.38	2.66	
			38 ft.	17.55	2.73	
		Self Support	40 ft.	21.62	3.42	
		Stepped	25 ft.	49.72	4.06	
			32 ft.	52.36	4.27	
			49 ft.	64.99	8.96	
		Square Steel	4"	34 ft.	15.87	2.75
			5"	20 ft.	15.07	2.49
	30 ft.			15.71	2.59	
	38 ft.			17.05	2.96	
	8"		28 ft.	28.45	2.32	
			32 ft.	29.74	2.43	
	Decorative Transit		41 ft 6 in	20.47	3.01	
	Decorative Transit	47 ft.	25.50	3.75		
	Steel Distribution Pole (for lighting only)	35 ft.	23.54	3.10		
D. Post Top	Decorative Transit Anchor Base	16 ft.	35.07	4.82		
	Gray Steel/Fiberglass	23 ft.	12.16	2.00		
	Black Steel	23 ft.	13.41	2.21		
E. Existing distribution pole suitable for streetlight use			1.48	--		
F. FROZEN	Wood Poles	30 ft.	\$8.95	\$1.55		
		35 ft.	8.95	1.48		

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

III. ANCHOR BASE

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



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

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

V. DETERMINATION OF RATES FOR NEW EQUIPMENT

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

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

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



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

TRIP CHARGE

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

ADJUSTMENTS

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

SPECIAL PROVISIONS

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



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

NON-STANDARD FACILITIES

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

EXTENSION OF STREET LIGHTING SYSTEM

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

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

TERMS AND CONDITIONS

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



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

Back Print

Council Meeting Date:	September 5, 2017	Contact Person:	Donna Miller, CRS
Submitting Department:	CRS	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action amending the fiscal year 2018 Capital and Operating List of Items over \$50,000 and the fiscal year 2018 budget by reallocating appropriations of \$20,000 from Contingency within the Grants Fund to the Donations Fund for the donation from the Friends of the Library; Resolution #2017-102.

Motion:

I move to approve Resolution #2017- 102.

Background:

The Friends of the Library has graciously approved a donation in the amount of \$20,000 to the City of Surprise. \$15,000 of the donation will be utilized to increase the hours at the Hollyhock Library. Recommended hours will be discussed at the CRS advisory commission meeting on August 28th. The City currently has a contract with Maricopa County Library District (MLCD) to operate the library. The donation will be utilized to pay the additional expense to MLCD for the extra hours. \$5,000 of the donation will be utilized to purchase educational supplies for the Tot Time and Summer Camp programs.

Objective Analysis:

The \$15,000 donation for the library allows for the Hollyhock Library to be open six additional hours per week which will be beneficial for the community. The \$5,000 donation for supplies will be utilized to purchase books, educational building toys and other supplies which will assist in providing enhanced educational components during programming.

Policy Compliant:

This action is compliant with City and Council policy.

Financial Impact:

This action will allow for the collection and expenditure of the \$20,000 donation from the Friends of the Library.

Budget Impact:

This action will reallocate appropriation in the amount of \$20,000 from Contingency in the Grants Fund to the Donation Fund to allow for the receipt and expenditure of the donation without exceeding the

approved budget for Fiscal Year 2018. This action will also approve the increased budget amount for the Hollyhock Library contract.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

Click to download

☐ [Resolution #2017-102](#)

RESOLUTION # 2017-102

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2018 CAPITAL AND OPERATING LIST OF ITEMS OVER \$50,000 BY INCREASING THE HOLLYHOCK LIBRARY ITEM TO \$88,600, ALSO AMENDING THE FISCAL YEAR 2018 BUDGET BY REALLOCATING APPROPRIATIONS OF \$20,000 FROM CONTINGENCY WITHIN THE GRANTS FUND TO THE DONATIONS FUND FOR THE DONATION FROM THE FRIENDS OF THE LIBRARY.

WHEREAS, the FY2018 budget was adopted included funding for the contract with Maricopa County Library District to operate the Hollyhock Library;

WHEREAS, the Friends of the Library wish to donate \$20,000 to the City of Surprise for increased hours at Hollyhock Library and for supplies for the Tot Time program and Summer Camps;

WHEREAS, the FY2018 budget, including the FY2018 Capital and Operating List of Items Over \$50,000, was adopted by Council Resolution #2017-64 on June 6, 2017;

WHEREAS, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

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, the Fiscal Year 2018 Capital and Operating List of Items Over \$50,000 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 # 2017-102
Exhibit A

1. List of Operating Items Over \$50,000 – Council approved \$73,600 for the purpose of operating the Hollyhock Library by the Maricopa County Library District. The Friends of the Library will be making a \$20,000 donation to the City. \$15,000 of the donation is to increase operating hours at Hollyhock Library which will necessitate an increase to the contract.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
18064	Hollyhock Library	\$73,600	\$15,000	\$88,600

2. Appropriation- The allocations below represent a reallocation of appropriations in the amount of \$20,000 from Contingency within the Grants Fund to Supplies and Services within the Donations Fund to establish a budget for \$20,000. 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
Donations	Community and Recreation Services	Supplies	E	200,000	5,000	205,000
Donations	Community and Recreation Services	Services	E	306,500	15,000	321,500
Donations	Community and Recreation Services	Other	R	464,600	20,000	484,600
Grants	General Operations	Contingency	E	12,887,900	(20,000)	12,867,900
Grants	General Operations	Other	R	12,887,900	(20,000)	12,867,900
Expense Total				13,394,400	-	13,394,400
Revenue Total				13,352,500	-	13,352,500



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

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

Council Meeting Date:	September 5, 2017	Contact Person:	James Jackson, Commander
Submitting Department:	Police	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action amending the fiscal year 2018 budget by reallocating appropriations of \$36,200 within the Grants Fund and approving an Intergovernmental Agreement (IGA) between the City of Surprise and the Department of Justice Drug Enforcement Administration (DEA) for two (2) experienced officers to be assigned to the DEA Task Force for a period of not less than two years; Resolution # 2017-96.

Motion:

I move to approve Resolution #2017-96.

Background:

This is the annual renewal of an agreement with the Department of Justice, which Surprise originally entered into in 2003. Evidence shows that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona. The DEA Phoenix Task Force will (a) disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations (b) gather and report intelligence data relating to trafficking in narcotics and dangerous drugs and (c) conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution. The Surprise Police Department (SPD) agrees to assign two (2) experienced officers to the DEA Phoenix Task Force for a period of not less than two years. DEA agrees to reimburse the City of Surprise for up to \$18,042 per officer (no more than \$36,084 total) for overtime expenses each year in addition to all investigative expenses, travel expenses, and per diem.

Objective Analysis:

The negative result from entering into this agreement is that two experienced officers are at the task force and not performing daily police functions within the City. However, the positives more than outweigh these negatives; the agreement will help disrupt a considerable amount of drug trafficking activities, especially focused upon the West Valley, and these officers will return to the City of Surprise after two years having obtained considerable skills that they will use in the daily performance of their job.

Policy Compliant:

This action is compliant with City and Council policy. The City regularly partners with other government entities when to do so is beneficial, as is this partnership. Also, the City has consistently and strongly opposed drug trafficking and the harm that results therefrom.

Financial Impact:

This grant award is \$18,042 per officer for overtime expenses for a one-time total of \$36,084. There is no City match requirement, however the City is responsible for payment of salary, benefits, and overtime to the officers assigned to the Task Force. The DEA will reimburse the SPD for overtime expenses. Additionally, the DEA will provide investigative equipment, supplies, training, and per diem to support the officer's activities in the Task Force.

Budget Impact:

This action will reallocate appropriations in the amount of \$36,200 within the Grants Fund from contingency to overtime to establish a budget for the DEA Task Force project. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Salary and benefits for the two officers to be assigned to the Task Force have been included as part of the Surprise Police Department's FY2018 General Fund operating budget.

FTE Impact:

This item does not have an impact on the number of full-time equivalents (FTE), however during the assignment, two SPD officers will be under the direct supervision and control of the DEA Task Force.

ATTACHMENTS:

Click to download

- ☐ [2018 DEA Task Force IGA](#)
 - ☐ [OJP-481](#)
 - ☐ [Resolution 2017-96](#)
-

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
THE CITY OF SURPRISE**

This agreement is made this 1st day of October 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter “DEA”), and The City of Surprise, Arizona Municipal Corporation (hereinafter “City”), acting through the Surprise Police Department (hereinafter “SPD”). DEA, City and SPD are referred to herein individually as “Party” and collectively as “Parties.” The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Phoenix Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force’s activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Phoenix Task Force, the SPD agrees to detail two (2) experienced Officers to the Task Force for a period of not less than two years. During this period of assignment, the SPD Officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The SPD Officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The SPD Officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Phoenix Task Force DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and SPD Officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Phoenix Task Force, the SPD will remain responsible for establishing the salary and benefits, including overtime, of the Officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the SPD for overtime payments made by it to the SPD Officers assigned to the DEA Phoenix Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$18,042), per officer. ***Note: Task Force Officer's Overtime" shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
7. In no event will the SPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The SPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The SPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The SPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The SPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
11. The SPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The SPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the SPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the SPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2018. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by SPD during the term of this agreement.

For the Drug Enforcement Administration:

Douglas W. Coleman
Special Agent in Charge

Date _____

For the City of Surprise, an Arizona Municipal Corporation, acting through the Surprise Police Department:

For the Surprise Police Department:

Terry Young
Chief of Police

Date _____

Attachment



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

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete, and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts, under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address:

City of Surprise, an Arizona Municipal Corporation, acting through the Surprise Police Department
14250 W. Statler Plaza, Suite 103, Surprise, AZ 85374

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Terry Young, Chief of Police

5. Signature

6. Date

RESOLUTION # 2017-96

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$36,200 FROM CONTINGENCY TO OVERTIME WITHIN THE GRANTS FUND FOR RECEIPT OF GRANT FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE DRUG AND ENFORCEMENT ADMINISTRATION.

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, this is the annual renewal of an agreement with the Department of Justice, which the City of Surprise originally entered into in 2003.

WHEREAS, evidence shows that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona and the City of Surprise;

WHEREAS, the Drug Enforcement Administration and Surprise Police Department desire to partner together to combat these issues;

WHEREAS, the Drug Enforcement Administration, as part of their commitment to this partnership desires to reimburse overtime incurred as a result of this partnership for the two assigned Surprise police officers up to the amount of \$18,100 per officer and the City of Surprise desire to accept such funding reimbursement; and

WHEREAS, funds for the City's share of the costs of this partnership were included in the City's FY 2018 budget.

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. The Intergovernmental Agreement between the City of Surprise and the U.S. Department of Justice, Drug Enforcement Administration, attached as *Exhibit B*, 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.

Section 3. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 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 # 2017-96
Exhibit A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount of \$36,200 from contingency within the Grants Fund to the FFY18 DEA Task Force project within the Grants Fund to establish a budget for the FFY18 DEA Task Force grant that has been awarded to the city. 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
Grants	Police	#G31240 FFY 18 DEA Task Force	E	-	36,200	36,200
Grants	Police	#G31240 FFY 18 DEA Task Force	R	-	36,200	36,200
Grants	General Operations	Other	R	12,907,900	(36,200)	12,871,700
Grants	General Operations	Contingency	E	12,907,900	(36,200)	12,871,700
				25,815,800	-	25,815,800



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

Back Print

Council Meeting Date:	September 5, 2017	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of a Final Plat entitled "Bell Pointe II – North and Tract LL of the Bell Pointe I Plat" dated July 7, 2017, a property generally located at the northeast corner of Bell Pointe Boulevard and Weatherly Drive.

Motion:

I move to approve the Final Plat entitled "Bell Pointe II – North and Tract LL of the Bell Pointe I Final Plat" dated July 7, 2017.

Background:

The subject proposal involves a Final Plat for a 38-lot, 2-tract single-family residential subdivision located within the Bell Pointe community. The minimum lot size for the subject Final Plat is 45 feet by 110 feet. The subject area of the parcel is 7.69 acres with a density of 4.94 du/A. There are two (2) tracts proposed totaling 1.80 acres providing 23.4 percent open space.

Objective Analysis:

The proposed subdivision is well designed and meets the requirements of the Bell Pointe 2 PAD as amended and the Surprise Municipal Code (SMC). The amenities included will provide small-scale recreational opportunities for the residents of the community. Once developed, the population base generated by the subdivision contribute to the local schools enrollment, while providing incentive for much needed retail services in the area.

Policy Compliant:

The Surprise General Plan 2035, as amended by the City Council on December 19, 2015, shows the subject property as lying within Neighborhood Character Area, which supports residential development at densities of between 2 and 8 dwelling unit per acre (du/A). At 4.94 du/A, the subject Final Plat meets this density requirement.

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 - FS17-042 - Bell Pionte II North Final Plat - Staff Report](#)
 - ☐ [01 - FS17-042 - Bell Pionte II North Final Plat - Location Maps](#)
 - ☐ [02 - FS17-042 - Bell Pionte II North Final Plat - Final Plat](#)
 - ☐ [03 - FS17-042 - Bell Pionte II North Final Plat - Landscape](#)
 - ☐ [04 - FS17-042 - Bell Pionte II North Final Plat - Presentation](#)
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS17-042

Project Name: Bell Pointe 2 North

Council District: 1 - Acacia

Meeting Date: September 5, 2017

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

Owner: Kerry Rose

Applicant: Slater Hanifan Group, Inc.

Request: 38-lot, 2-tract Final Plat

Site Location: On the northeast corner of Bell Pointe Boulevard and Weatherly Drive within the Bell Pointe 2 Planned Area Development (PAD)

Site Size: Approximately 7.69 Acres

Density: 4.94 dwelling units per acre (du/A)

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

Support/Opposition: None known

Findings:

- The proposed Preliminary Plat is consistent with the Surprise General Plan 2035
- The proposed Final Plat is consistent with the Bell Pointe 2 PAD as amended
- The reviewing agencies have indicated no objections to the request

39 **PROJECT DESCRIPTION:**

40
41 The Slater Hanifan Group, on behalf of Kerry Rose seeks approval of a 38-lot, 2-tract Final
42 Plat located within the Bell Pointe community. Bell Pointe North is planned as 38 single
43 family detached residential lots with a minimum size of 45 feet by 110 feet. The subject
44 area of the parcel is 7.69 acres with a density of 4.94 du/A. There are two (2) tracts
45 proposed totaling 1.80 acres providing 23.4 percent open space.

46 The site is currently vacant land that proposes to infill the existing Bell Pointe community.
47 The property immediately to the northwest of the subject site is owned by the Flood Control
48 District of Maricopa County and facilitates the McMicken Dam. Parcels to the south are part
49 of the built out initial phase of the Bell Pointe community. The gated built out residential
50 community to the east is Arizona Traditions Parcel 14.

51
52 **REVIEWING AGENCIES:**

53
54 In addition to the standard city reviewing agencies, who indicate no objections to the
55 requests, Luke Air force Base, Maricopa Water District, and ADOT were included in the
56 routing of this case. These agencies also indicate no objections.

57
58 **SUMMARY:**

59
60 The proposed subdivision is well designed and meets the requirements of the Bell Pointe 2
61 PAD as amended and the Surprise Municipal Code (SMC). The amenities included will
62 provide small-scale recreational opportunities for the residents of the community. Once
63 developed, the population base generated by the subdivision contribute to the local schools
64 enrollment, while providing incentive for much needed retail services in the area.

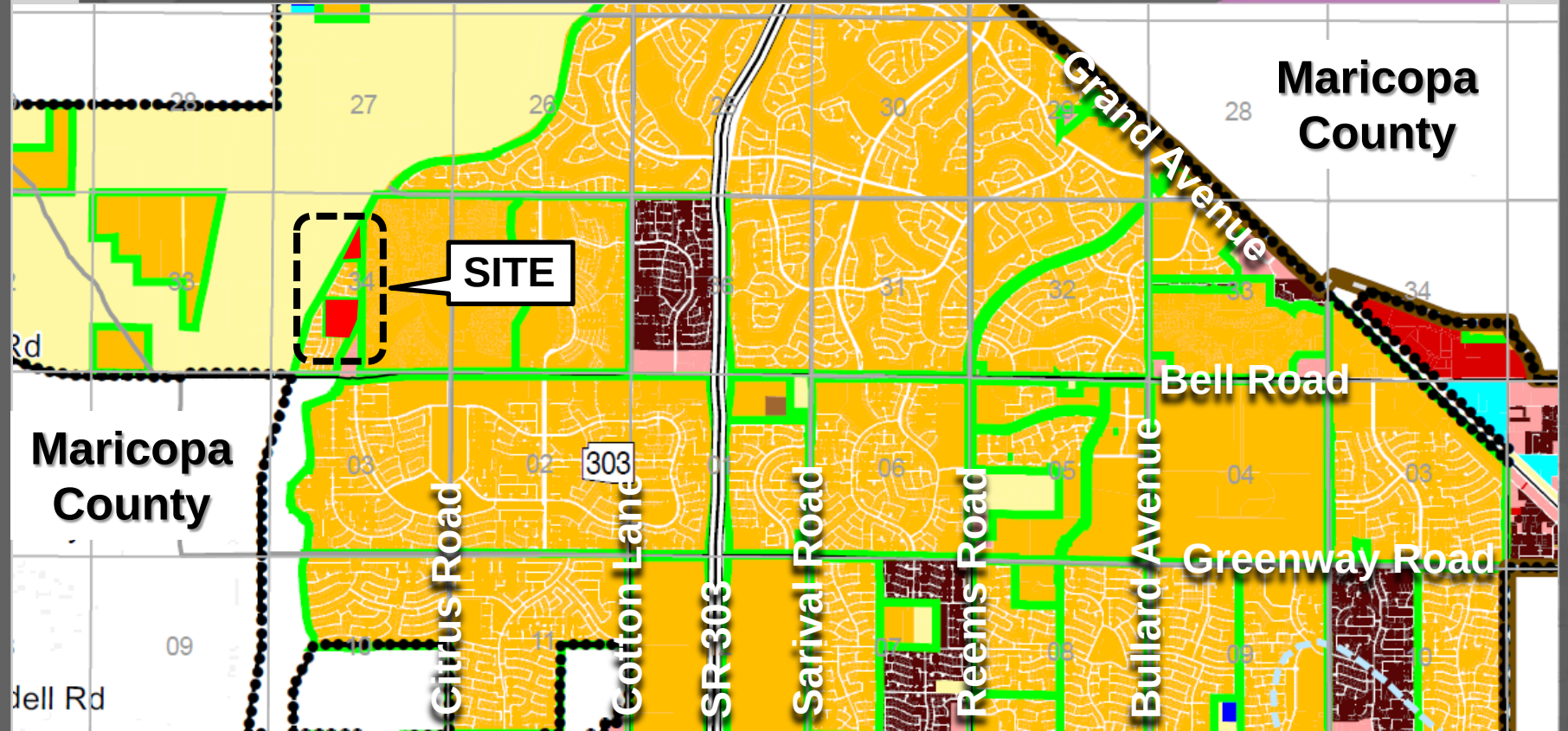
65
66 **FINDINGS:**

- 67
68
 - The proposed Final Plat is consistent with the Surprise General Plan 2035
 - The proposed Final Plat is consistent with the Bell Pointe 2 PAD as amended
 - The reviewing agencies have indicated no objections to the request

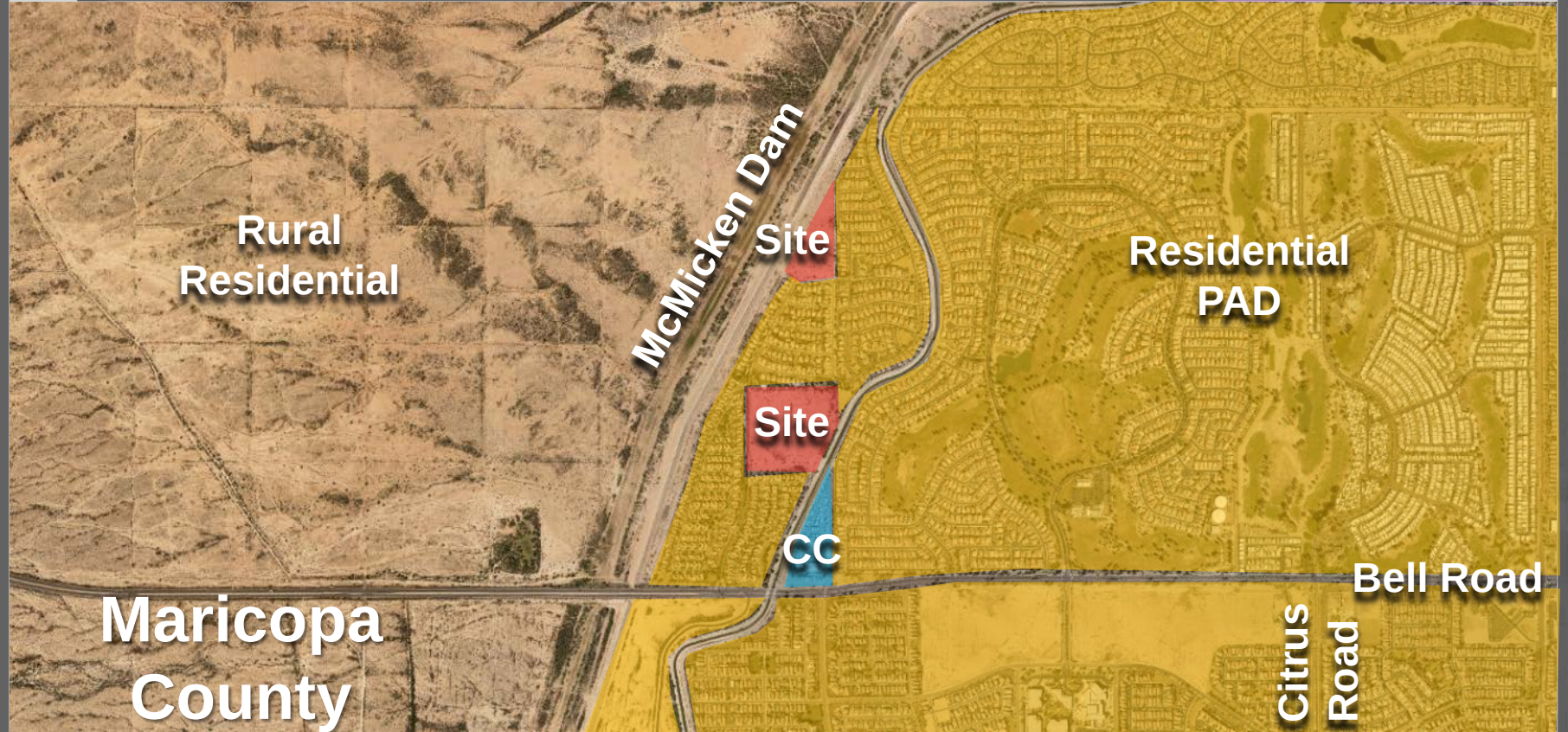
71
72 **Attachments:**

- 73
74 01 – Vicinity Maps
75 02 – Final Plat
76 03 – Landscape Plans

VICINITY MAP



VICINITY MAP



STATE OF ARIZONA)
COUNTY OF MARICOPA))SS

THAT KERRY ROSE, ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "BELL POINTE II" NORTH AND TRACT LL OF THE BELL POINTE I PLAT", A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS NOTICE TO THE PUBLIC THAT THE "BELL POINTE II" NORTH AND TRACT LL OF THE BELL POINTE I PLAT" AND DECLARES THAT THIS PLAT" SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH, RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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.

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

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.

STATE OF ARIZONA)
COUNTY OF MARICOPA)SS

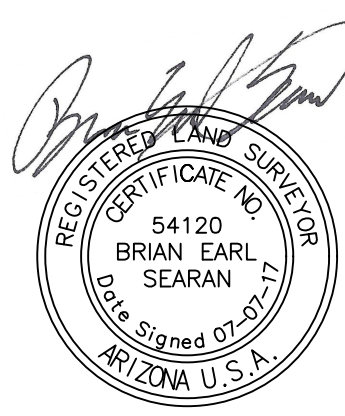
MY COMMISSION EXPIRES:

_____, 20____

EXPIRES 12/31/18

1

FINAL PLAT



50' 0 25' 50' 100'

1 inch = 50' ft.

PO Box 71957
Phoenix, AZ 85050

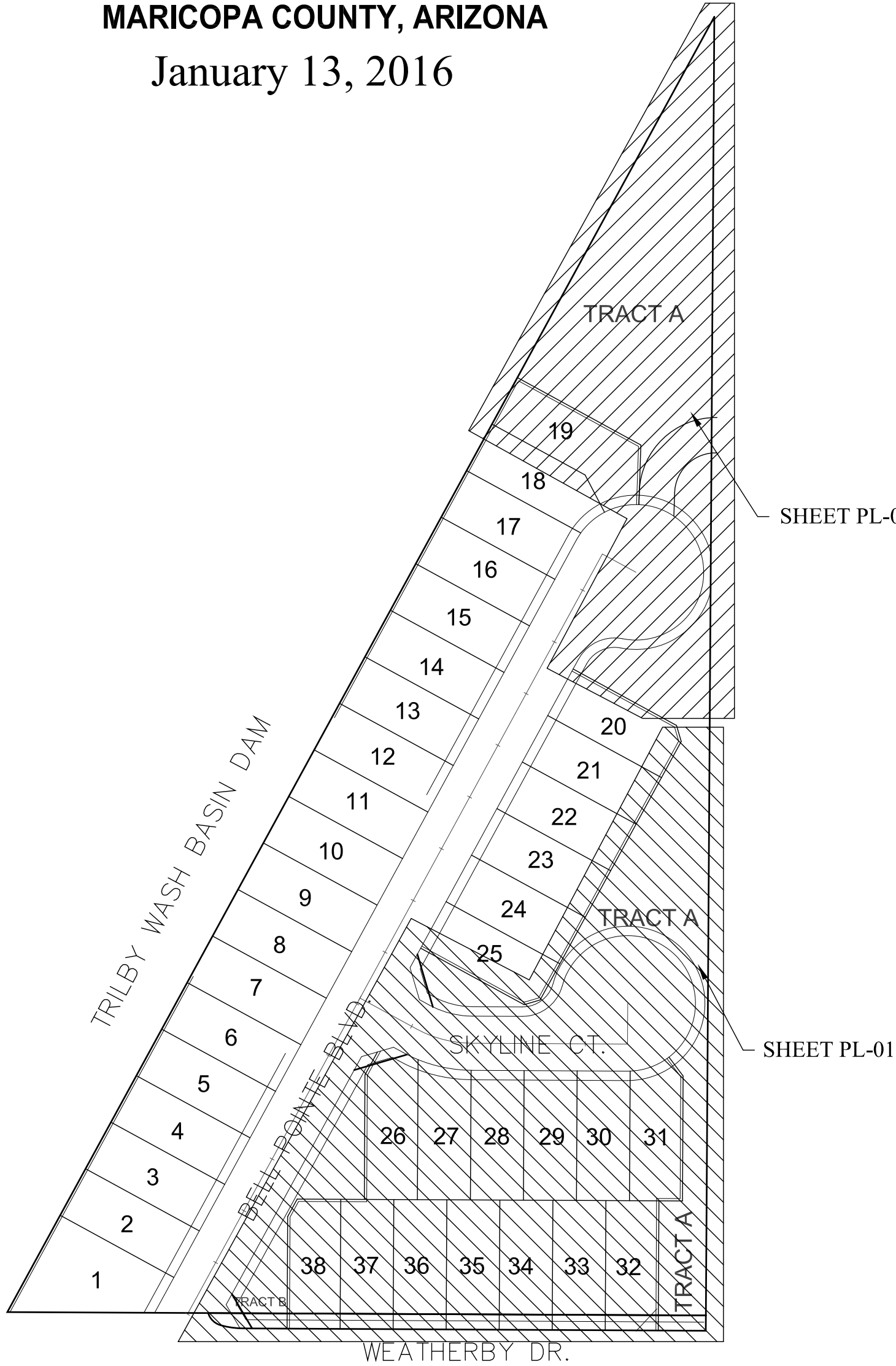
TEL: 602.486.1154
www.outerlimitslandsurveying.com

2
OF 2

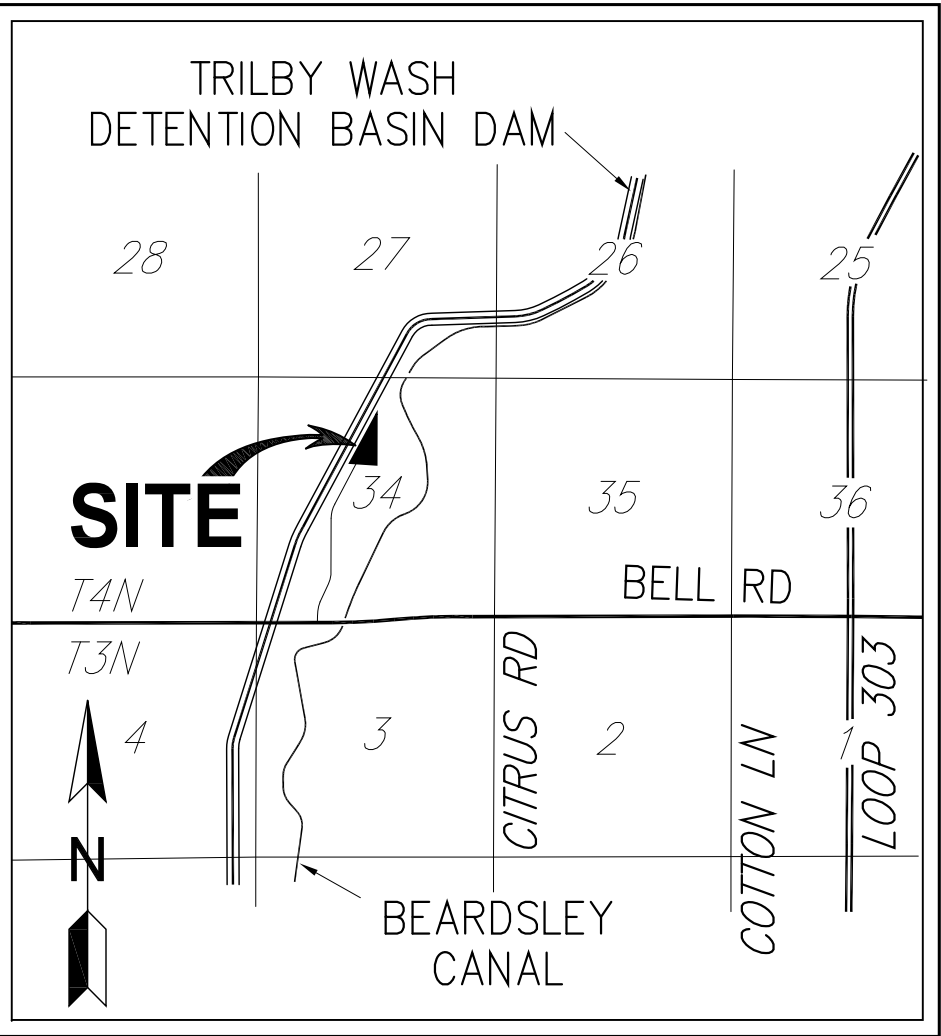
Landscape Improvement Plans For:

BELL POINTE II-NORTH

BELL ROAD & BELL POINTE BOULEVARD
SURPRISE, ARIZONA
PORTIONS OF THE WEST HALF OF
SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA
January 13, 2016



KEY MAP NO SCALE



LOCATION MAP NO SCALE

OWNER

Kerry Rose
P.O. Box 45000
Phoenix, AZ 85064
Phone: 602-321-9242

CONSULTANTS

Landscape Architect:
Ironwood Planning

Landscape Architecture
Land Planning
(Ph.) 623-362-1375
(Cell) 480-540-7556
EMail: brude9@cox.net

Civil Engineer:
SLATER HANIFAN
GROUP
Ph: (602) 687-9664



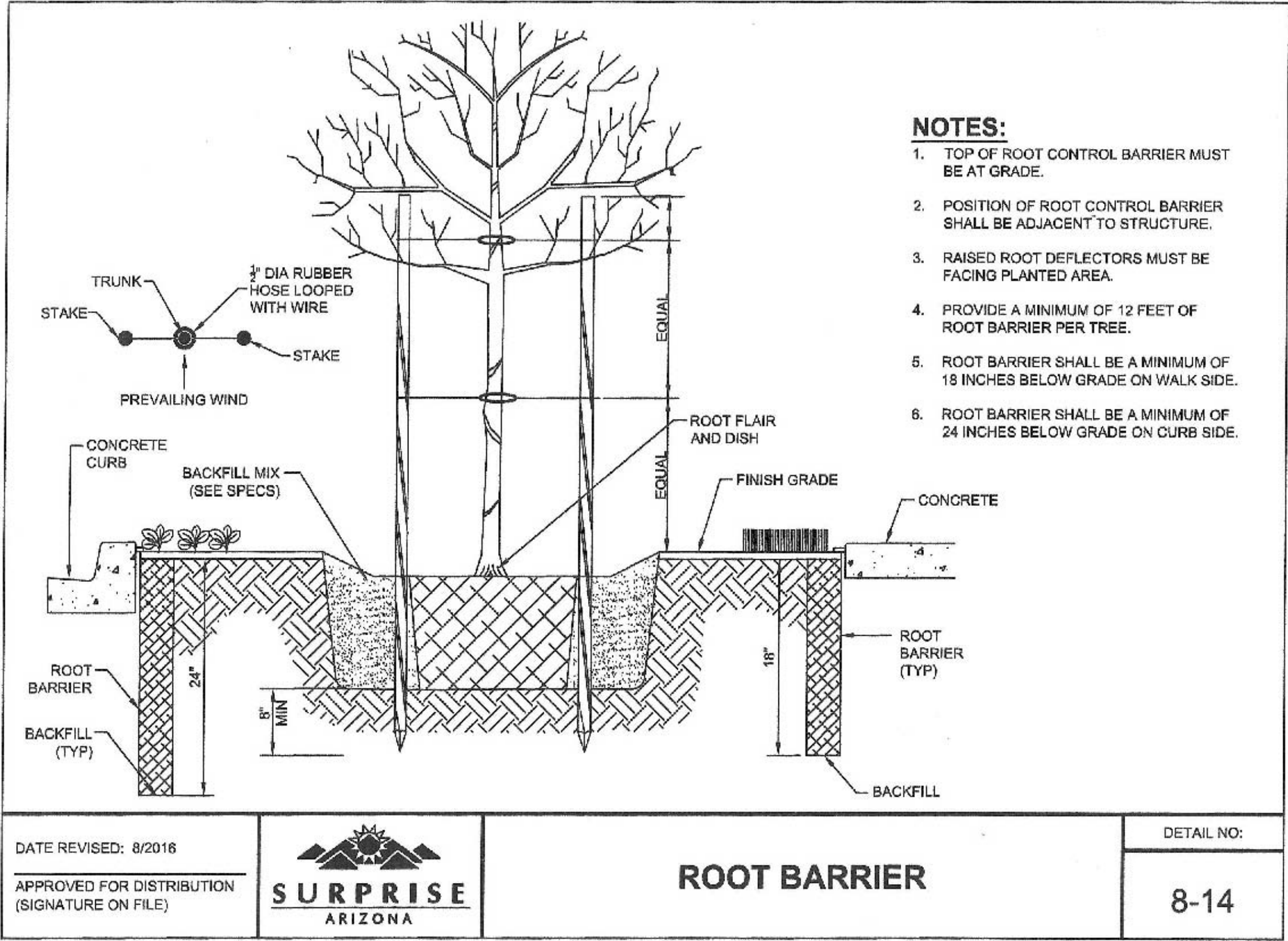
SITE DATA
APN 503-75-046R
GROSS AREA = 852,198 SQ.FT./19.564 ACRES
NET AREA = 824,943 SQ.FT./18.938 ACRES
OPEN SPACE AREA = 142,800 SF (17.3% OF NET SITE AREA)
EXISTING ZONING: PAD



SHEET INDEX

Cover Sheet	COVER
Legends and Notes	LN-01
Master Wall/ Amenity Plan	MW-01
Planting Plan	PL-01
Planting Plan	PL-02
Landscape Details	D-01

ADMINISTRATIVE APPROVAL:	
COMMUNITY DEVELOPMENT DIRECTOR	DATE



NOTE: ALL TREES PLANTED WITHIN 3' OF SIDEWALKS, CURBS, PAVEMENT OR WALLS SHALL BE INSTALLED WITH A ROOT BARRIER BY DEEP ROOT (OR APPROVED EQUAL) PER THE DETAIL ABOVE.

PLANT LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QUANTITY	NOTES
Trees:				
	Prosopis velutina Velvet Mesquite	15 Gal.	21	Standard trunk; Stake as required
	Southern Live Oak Quercus virginiana	24" Box	21	Standard trunk; Stake as required
	Desert Willow Chilopsis linearis	15 Gal.	8	Standard trunk; Stake as required
	Desert Museum Palo Verde Cercidium hybrid 'Desert Museum'	24" Box	24	Standard trunk; Stake as required
	Palo Brea Parkinsonia praecox	24" Box	26	Standard trunk; Stake as required
Shrubs:				
	Ruellia brittoniana British Ruellia	5 Gal.	75	Full and Healthy
	Chihuahuan Sage Leucophyllum laevigatum	5 Gal.	106	Full and Healthy
	Bougainvillea 'La Jolla' La Jolla Bougainvillea	5 Gal.	32	Full and Healthy
	Red Bird of Paradise Caesalpinia pulcherrima	5 Gal.	59	Full and Healthy
	Tecoma stans 'Yellow Bells' Yellow Bells	5 Gal.	91	Full and Healthy
	Erimophila maculata 'Valentine' Valentine Bush	5 Gal.	91	Full and Healthy
Accents:				
	Weber's Agave Agave weberi	5 Gal.	21	1 GPH Emitter
	'Nashville' Deer Grass Muhlenbergia rigida 'Nashville'	5 Gal.	83	1 GPH Emitter
	Hesperaloe funifera Giant Hesperaloe	5 Gal.	33	1 GPH Emitter
	Desert Spoon Dasylirion wheeleri	5 Gal.	28	1 GPH Emitter
Groundcovers:				
	Desert Marigold Baileya multiradiata	1 Gal.	31	Full and healthy
	Lantana 'New Gold' New Gold Lantana	1 Gal.	90	Full and healthy
	Ruellia brittoniana 'Katie' Katie's Ruellia	1 Gal.	57	Full and healthy
	Lantana montevidensis Purple Trailing Lantana	1 Gal.	55	Full and healthy
	Convolvulus cneorum Bush Morning Glory	1 Gal.	4	Full and healthy
	Acacia redolens 'Low Boy' Low Boy Acacia	1 Gal.	58	Full and healthy
Materials:				
	3/4" Screened Granite	Cinnamon Brown		
	Turf- Midiron Sod	1780 SF		
	Concrete Header	155 LF		



Landscape Architecture
Land Planning
Phoenix Office

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(Cell) 480-540-7556

25809 N. 55th Dr.
Phoenix, AZ 85083

Email: brude9@cox.net

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Landscape Improvement Plans
BELL POINTE II-NORTH
SURPRISE, AZ

Kerry Rose
P.O. Box 45000 Phoenix, AZ 85064
Phone: 602-321-9242

GENERAL NOTES

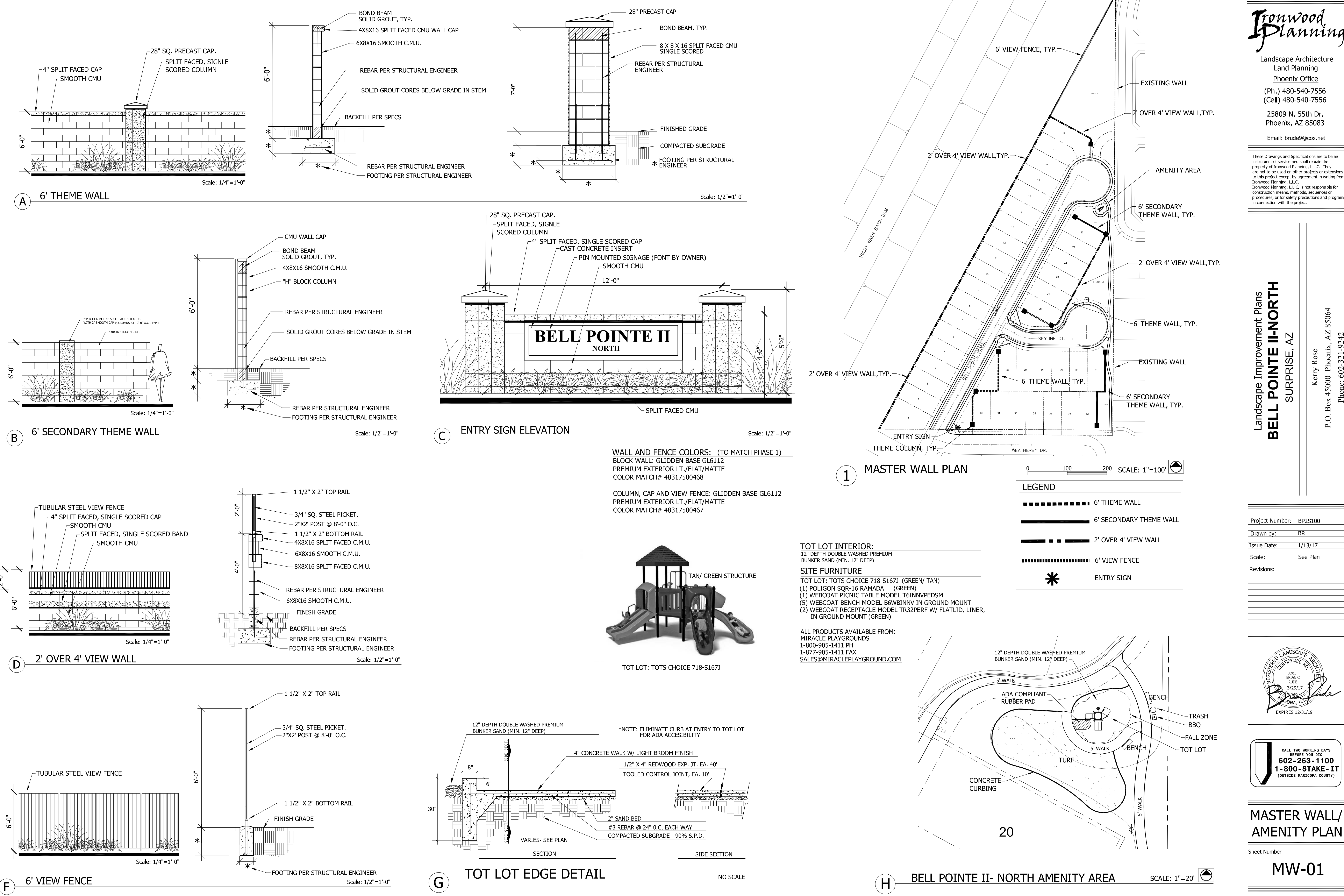
- CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THIS SITE.
- CONTRACTOR TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY INSTALLATION.
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. HE SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF THE PLANS, AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.
- PRIOR TO INITIATING THESE LANDSCAPE IMPROVEMENTS, THE LANDSCAPE CONTRACTOR MUST SCHEDULE A PRE- CONSTRUCTION MEETING ON-SITE WITH THE APPROVAL OF THE OWNER AND THE GENERAL CONTRACTOR. THE OWNER'S REPRESENTATIVE AND/OR THE PROJECT LANDSCAPE ARCHITECT MUST BE PRESENT. THE PURPOSE OF THIS MEETING IS TO RESOLVE ANY EXISTING SITE CONDITIONS THAT MAY BE IN CONFLICT WITH THESE LANDSCAPE CONSTRUCTION DOCUMENTS AND THEREFORE IMPACT THE INSTALLATION OF ANY OF THESE PROPOSED IMPROVEMENTS. THIS FIRST MEETING SHOULD BE SCHEDULED TO OCCUR AFTER THE COMPLETION OF ON-SITE AND OFF-SITE IMPROVEMENTS INCLUDING; ALL UNDERGROUND UTILITIES, MASS GRADING, AND STREET IMPROVEMENTS.
- DAMAGE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES, ELECTRICAL LINES, ETC. SHALL BE REPAIRED AT CONTRACTORS EXPENSE.
- ANY DISCREPANCIES FOUND BETWEEN THE PLANS AND THE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT AND LANDSCAPE ARCHITECT.
- ALL QUANTITIES PROVIDED ARE FOR BIDDING PURPOSES ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPED AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
- ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER, OR AS DIRECTED BY THE OWNER'S AGENT. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING(S) IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE SHALL BE 3" BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING MULCH OR DECOMPOSED GRANITE.
- ALL AREAS DISTURBED DURING CONSTRUCTION TO BE FINE GRADED. ADJACENT UNDISTURBED AREAS DAMAGED OR DISTURBED TO BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL FINE GRADE ENTIRE LANDSCAPED AREA AS REQUIRED FOR INSTALLATION OF PLANTING. ALL GRADES SHALL BE NEAT, RAKED SMOOTH AND BE FREE OF DEBRIS PRIOR TO SUBSTANTIAL COMPLETION.
- PRIOR TO SPREADING MATERIAL GROUNDCOVERS, ADJUST AND COMPACT FINISH GRADES, APPLY WEED PRE-EMERGENT SURFLAN AS PER MANUFACTURER'S INSTRUCTIONS. THEN SPREAD DECOMPOSED GRANITE, RIVER RUN, OR MULCH AS INDICATED ON PLANS. DECOMPOSED GRANITE SHALL BE WATERED, THEN COMPACTED WITH A SOD ROLLER TO A MINIMUM DEPTH OF 2" AFTER
- ALL LANDSCAPED AREAS SHALL RECEIVE A 2" TOP DRESSING OF 3/4" SCREENED (COLOR: PER SCHEDULE) DECOMPOSED GRANITE. PROVIDE SAMPLE OF SIZE AND COLOR FOR APPROVAL BY OWNER'S AGENT PRIOR TO DELIVERY.
- STAKE LOCATIONS OF ALL TREES FOR APPROVAL PRIOR TO INSTALLATION OF ANY PLANT MATERIAL.
- ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED (WHEN IN-LEAF) AS IS TYPICAL FOR THE SPECIES. THEY SHALL HAVE HEALTHY, WELL DEVELOPED ROOT SYSTEMS (NOT POT BOUND), A NORMAL HABIT OF GROWTH CONSISTENT WITH INDUSTRY STANDARDS, AND FREE OF ANY BRUISES, CUTS, OR OTHER ABNORMALITIES. PLANT MATERIAL SHALL BE SIZED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN; AND THE ARIZONA NURSERYMAN ASSOCIATION STANDARDS.
- ALL RIGHT-OF-WAY PLANT MATERIAL MUST BE IN COMPLIANCE WITH THE DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST. NO PLANT SUBSTITUTIONS, TYPE, OR QUANTITY DEVIATIONS FROM THE APPROVED LANDSCAPE PLANS WITHOUT PRIOR APPROVAL FROM THE CITY OF SURPRISE.
- BACKFILL MIXTURES, EXCEPT AS NOTED, TO BE COMPRISED OF 75% NATIVE SOIL AND 25% DECOMPOSED GRANULAR BARK MULCH, AND 2 LBS. DISPERSAL PER CUBIC YARD OF BACKFILL.
- ADD AGRI-FORM FERTILIZER TABLETS AT THE FOLLOWING RATES:
1 GALLON PLANT - 1 TABLET 15 GALLON PLANT - 4 TABLETS
5 GALLON PLANT - 2 TABLET BOXED TREE - 6 TABLETS (MIN.)
TABLETS TO BE PLACED NO DEEPER THAN 6" BELOW SOIL SURFACE.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLAN. DO NOT SUBSTITUTE PLANTS BY TYPE OR QUANTITY WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OR OWNER'S AGENT.
- THE OWNER'S AGENT RESERVES THE RIGHT TO REJECT ANY SELECTION OF PLANT MATERIAL THAT DOES NOT SATISFY THE INTENT OF THE LANDSCAPE DESIGN BASED ON; SIZE, SHAPE, EVIDENCE OF STRESS OR IMPROPER CARE.
- PRIOR TO INITIATING THE 90-DAY MAINTENANCE PERIOD, COMPLETE ANY INITIAL PUNCH LIST ITEMS, THEN OBTAIN APPROVAL FROM OWNER'S AGENT OF SUBSTANTIAL COMPLETION. DETERMINE WITH OWNER'S AGENT THE START DATE FOR THE 90-DAY MAINTENANCE PERIOD. CONTRACTOR TO THEN MAINTAIN LANDSCAPE WHICH MAY INCLUDE WATERING, WEEDING, PRUNING, AND REPLACEMENT OF ANY MATERIAL THAT HAS DIED OR IS SHOWING EVIDENCE OF STRESS. SUBMIT WRITTEN REQUEST FOR FINAL PUNCH LIST THREE WEEKS PRIOR TO END OF MAINTENANCE PERIOD.
- PROVIDE OWNER WITH A WRITTEN GUARANTEE OF SIX (6) MONTHS FOR ALL PLANT MATERIAL DATED FROM START OF MAINTENANCE PERIOD AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH. PROVIDE OWNER WITH WRITTEN INSTRUCTIONS OUTLINING MAINTENANCE PROCEDURES TO BE ADOPTED IN ORDER TO PROTECT GUARANTEE. INCLUDE WATERING SCHEDULE AND FERTILIZER PROGRAM. (1) YEAR GUARANTEE FOR PALMS.
- ALL SIDEWALKS AND OPEN SPACE TRAILS SHALL BE ACCESSIBLE AND COMPLY WITH A.D.A. AND FAIR HOUSING CRITERIA.

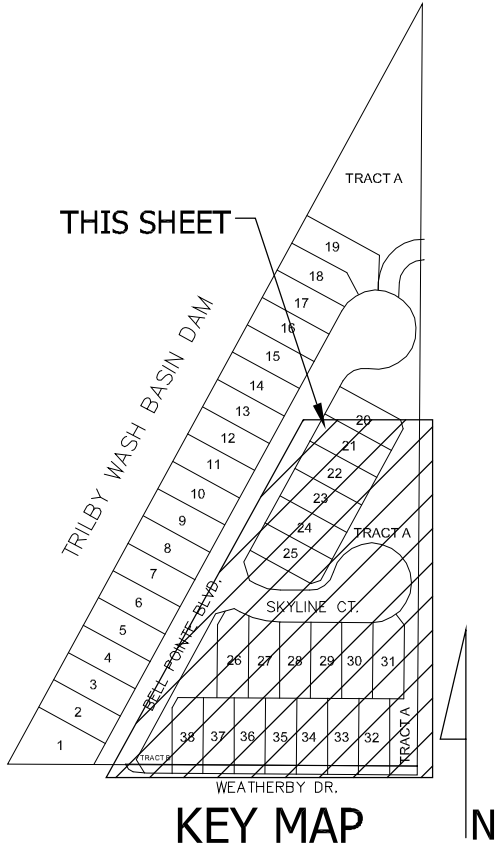


LEGENDS AND NOTES

Sheet Number

LN-01





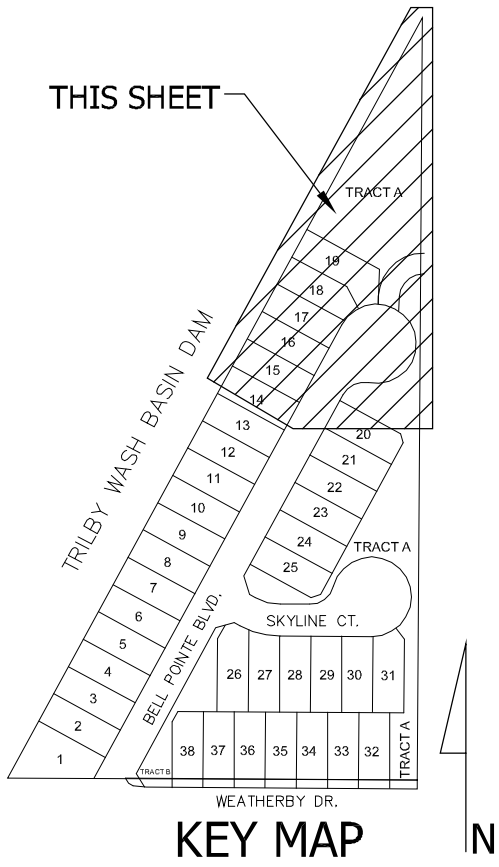
PL-01



A PLANTING PLAN

PLANT LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	SYMBOL	BOTANICAL/COMMON NAME	SIZE
Trees:					
	Prosopis velutina	15 Gal.		Weber's Agave	5 Gal.
	Velvet Mesquite			Agave weberi	
	Southern Live Oak	24" Box		'Nashville' Deer Grass	5 Gal.
	Quercus virginiana			Muhlenbergia rigida 'Nashville'	
	Desert Willow	15 Gal.		Hesperaloe funifera	5 Gal.
	Chilopsis linearis			Giant Hesperaloe	
	Desert Museum Palo Verde	24" Box		Desert Spoon	5 Gal.
	Cercidium hybrid 'Desert Museum'			Dasyllirion wheeleri	
	Palo Brea	24" Box	Groundcovers:		
	Parkinsonia praecox			Desert Marigold	1 Gal.
Shrubs:				Baileyia multiradiata	
	Ruellia brittoniana	5 Gal.		Lantana 'New Gold'	1 Gal.
	British Ruellia			New Gold Lantana	
	Chihuahuan Sage	5 Gal.		Ruellia brittoniana 'Katie'	1 Gal.
	Leucophyllum laevigatum			Katies Ruellia	
	Bougainvillea 'La Jolla'	5 Gal.		Lantana montevidensis	1 Gal.
	La Jolla Bougainvillea			Purple Trailing Lantana	
	Red Bird of Paradise	5 Gal.		Convolvulus cneorum	1 Gal.
	Caesalpinia pulcherrima			Bush Morning Glory	
	Tecoma stans 'Yellow Bells'	5 Gal.		Acacia redolens 'Low Boy'	1 Gal.
	Yellow Bells			Low Boy Acacia	
	Erimophila maculata 'Valentine'	5 Gal.	Materials:		
	Valentine Bush			3/4" Screened Granite	Cinnamon Brown
				Turf- Midiron Sod	
				Concrete Header	



Landscape Architecture
Land Planning
Phoenix Office

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(Cell) 480-540-7556

25809 N. 55th Dr.
Phoenix, AZ 85083

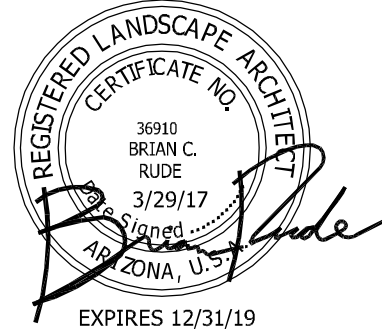
Email: brude9@cox.net

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Landscape Improvement Plans
BELL POINTE II-NORTH
SURPRISE, AZ

Kerry Rose
P.O. Box 45000 Phoenix, AZ 85064
Phone: 602-321-9242

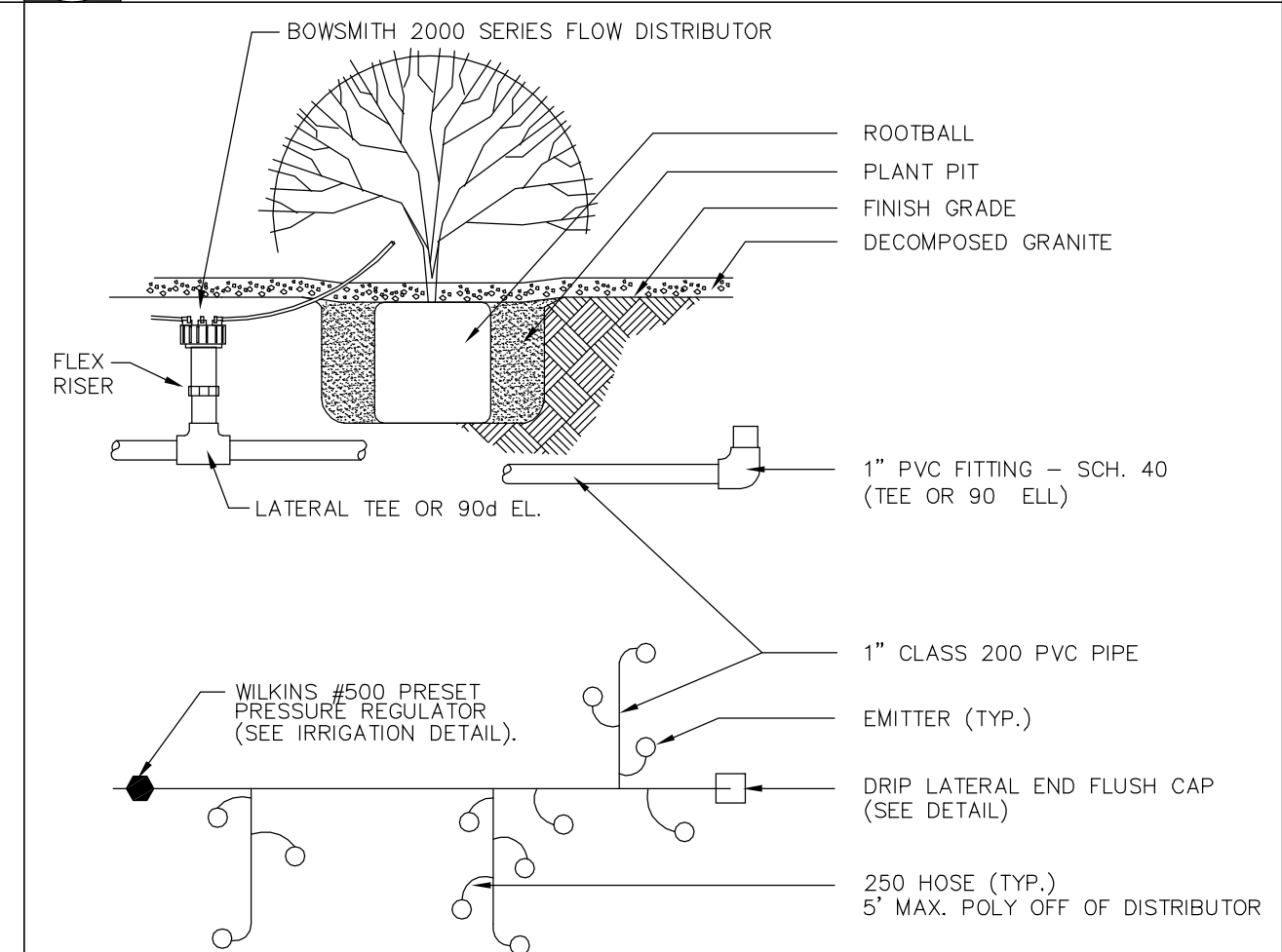
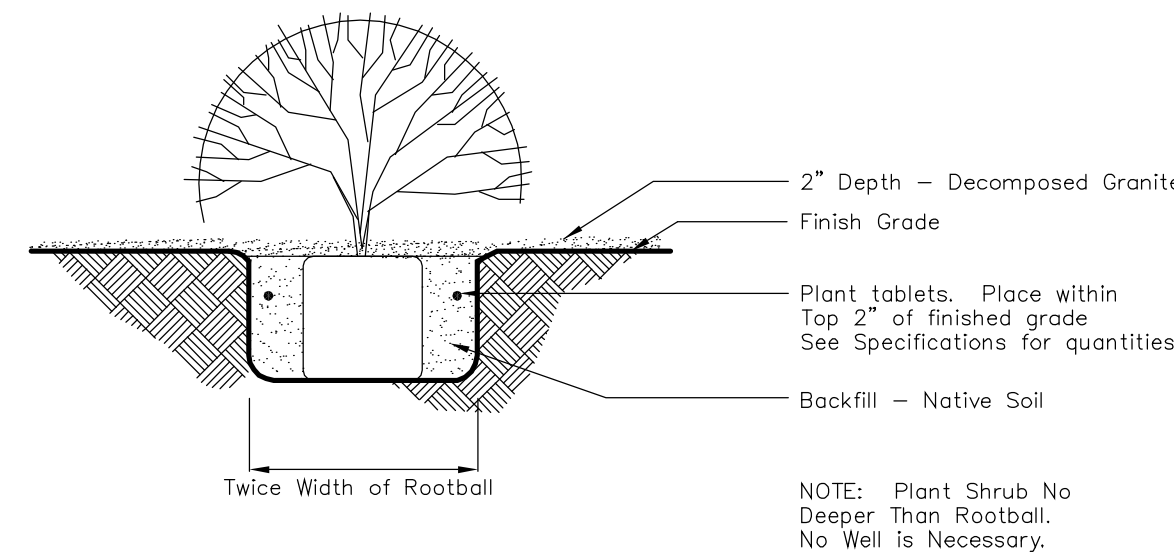
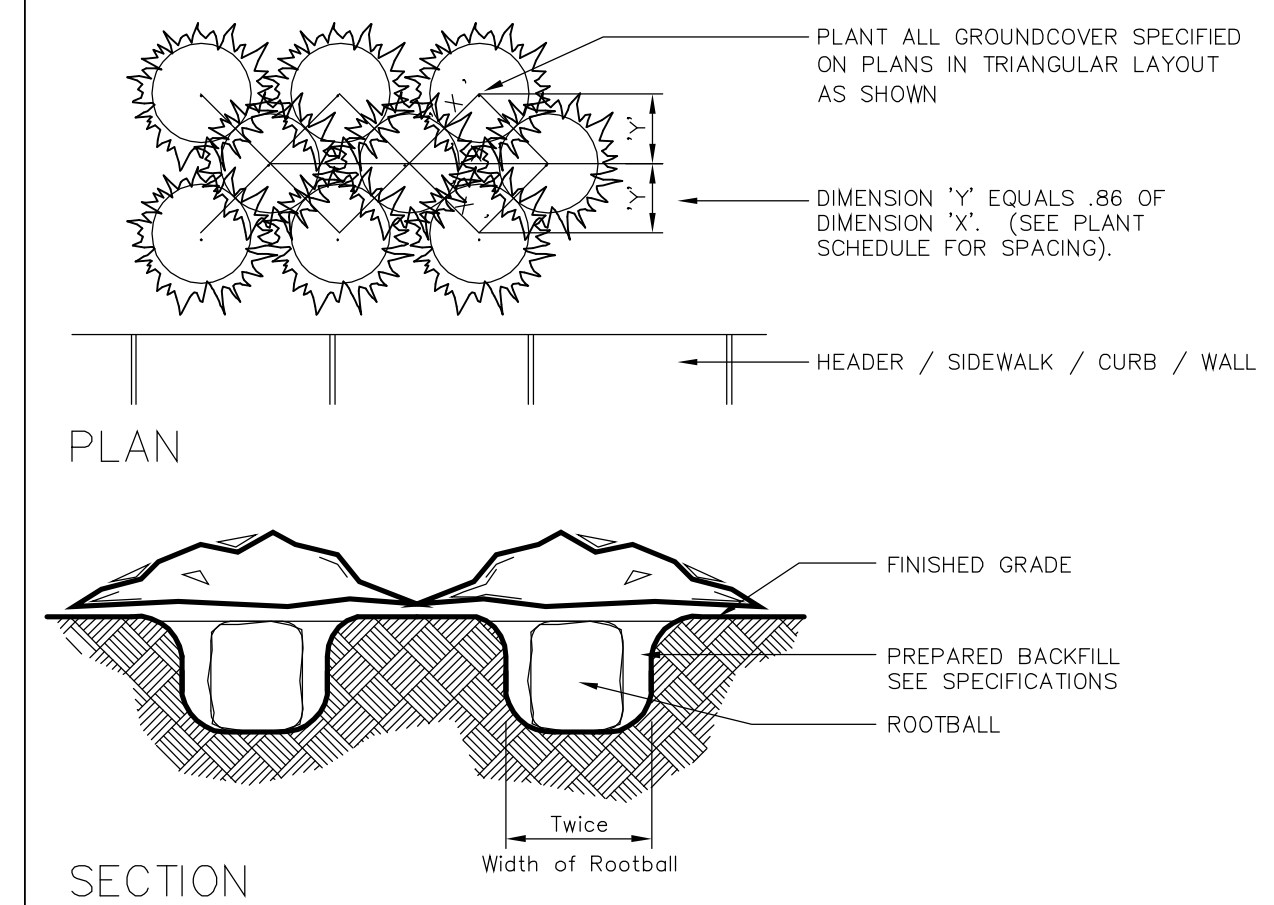
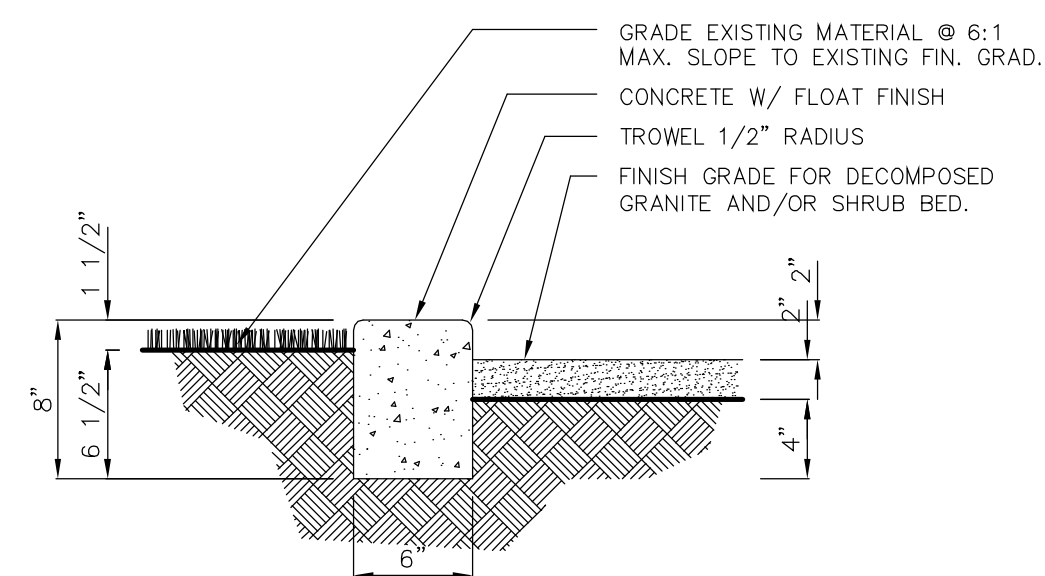
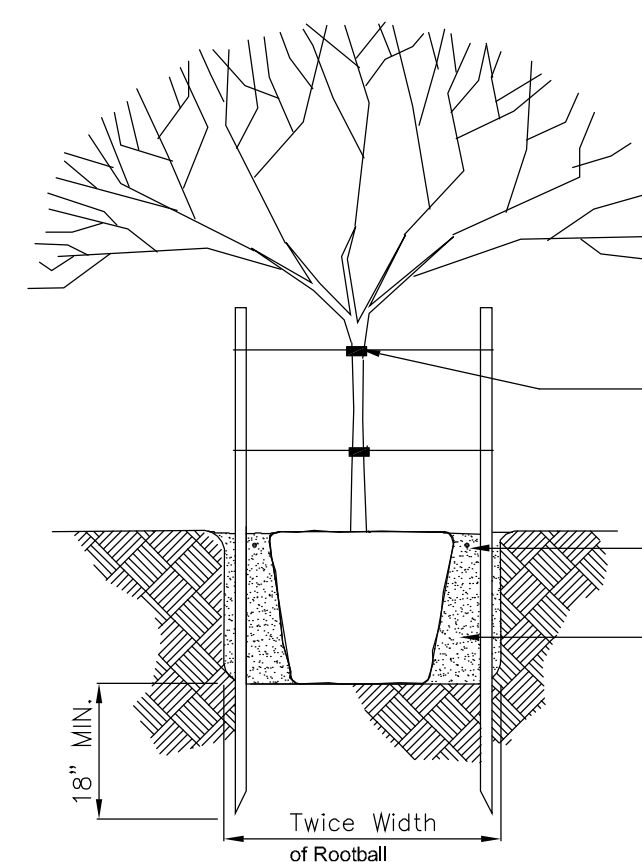
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Drawn by:	BR
Issue Date:	1/13/17
Scale:	See Plan
Revisions:	



PLANTING PLAN

Sheet Number

PL-02



Ironwood Planning

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Land Planning
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Email: brude9@cox.net

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Landscape Improvement Plans
BELL POINTE II-NORTH
SURPRISE, AZ

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P.O. Box 45000 Phoenix, AZ 85064
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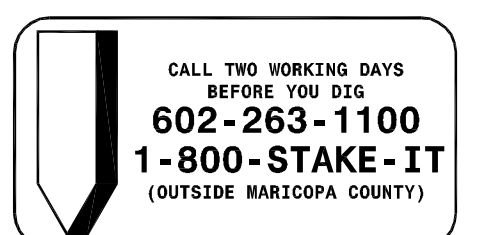
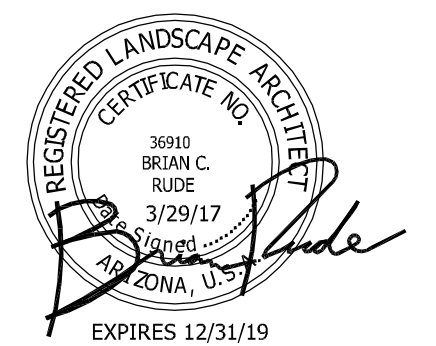
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Drawn by: BR

Issue Date: 1/13/17

Scale: See Plan

Revisions:



LANDSCAPE DETAILS

Sheet Number

D-01

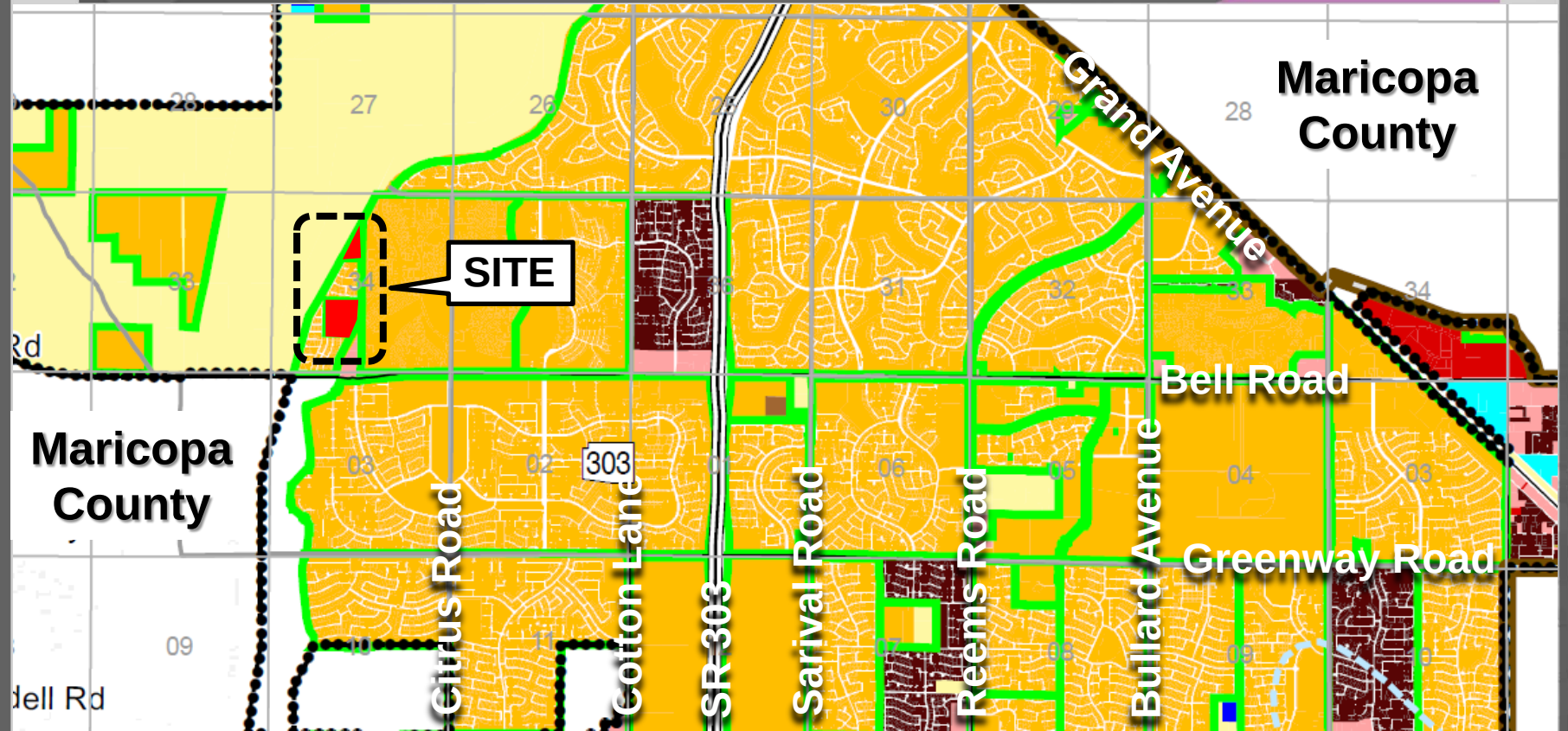


SURPRISE
ARIZONA

BELL POINTE 2 NORTH FINAL PLAT

Final Plat – September 5, 2017

VICINITY MAP



VICINITY MAP

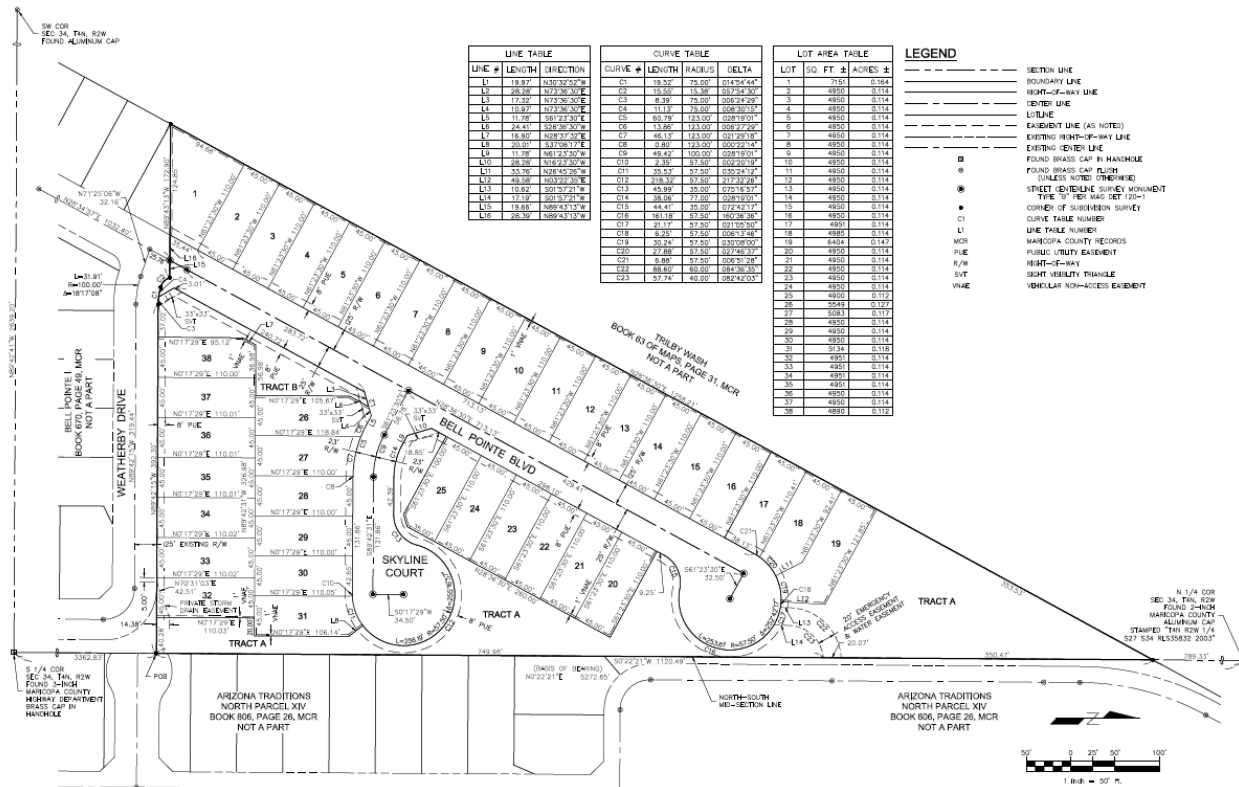


FINAL PLAT

FINAL PLAT

FOR

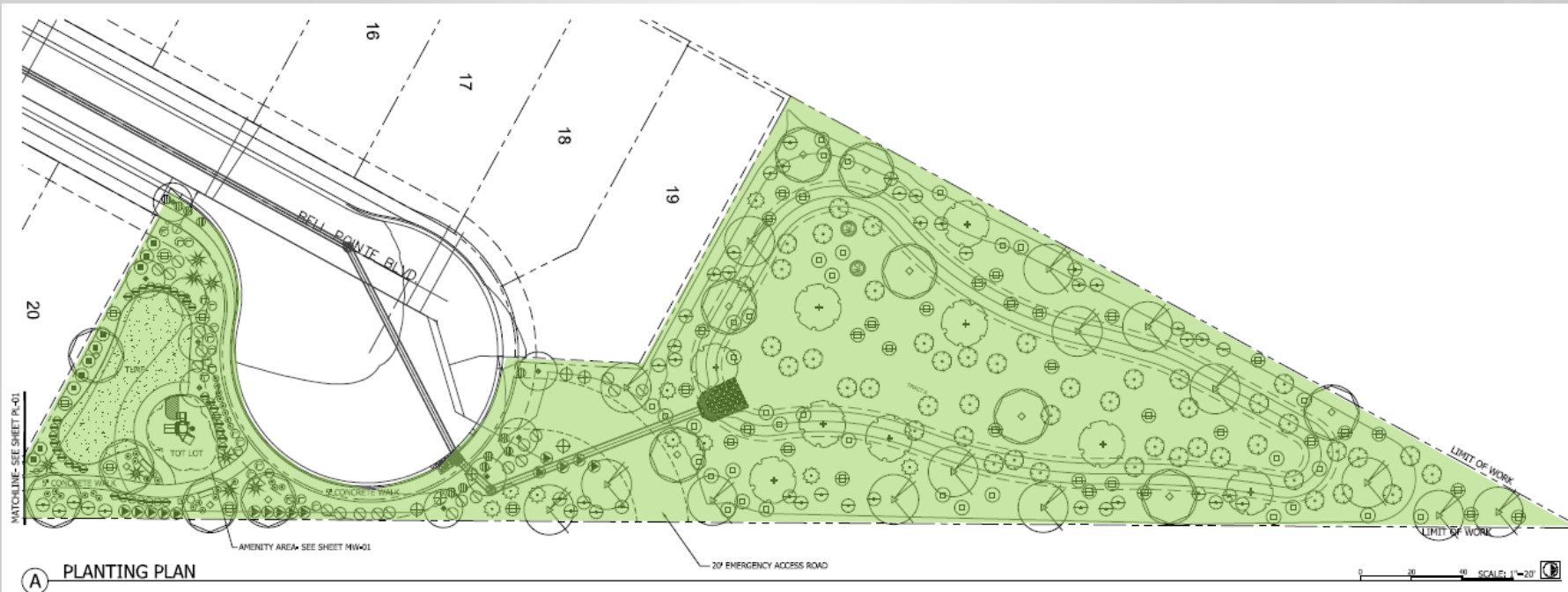
"BELL POINTE II - NORTH AND TRACT LL OF THE BELL POINTE I PLAT"

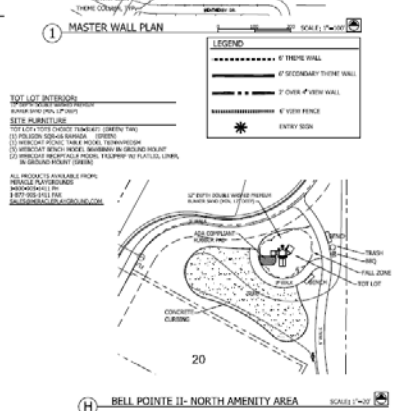
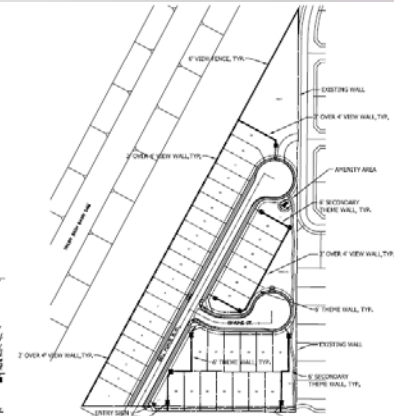
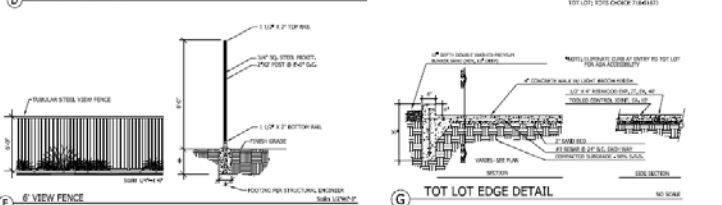
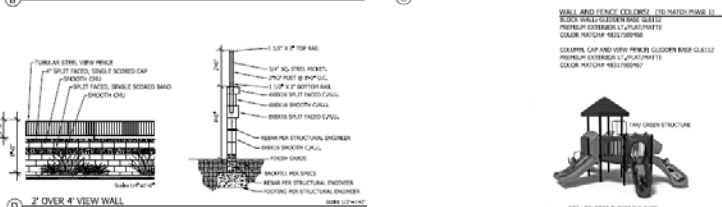
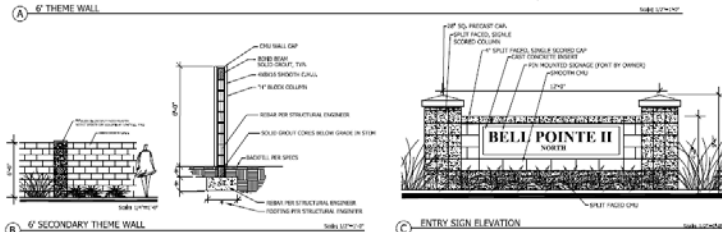


DATE: 12/31/18



LANDSCAPE

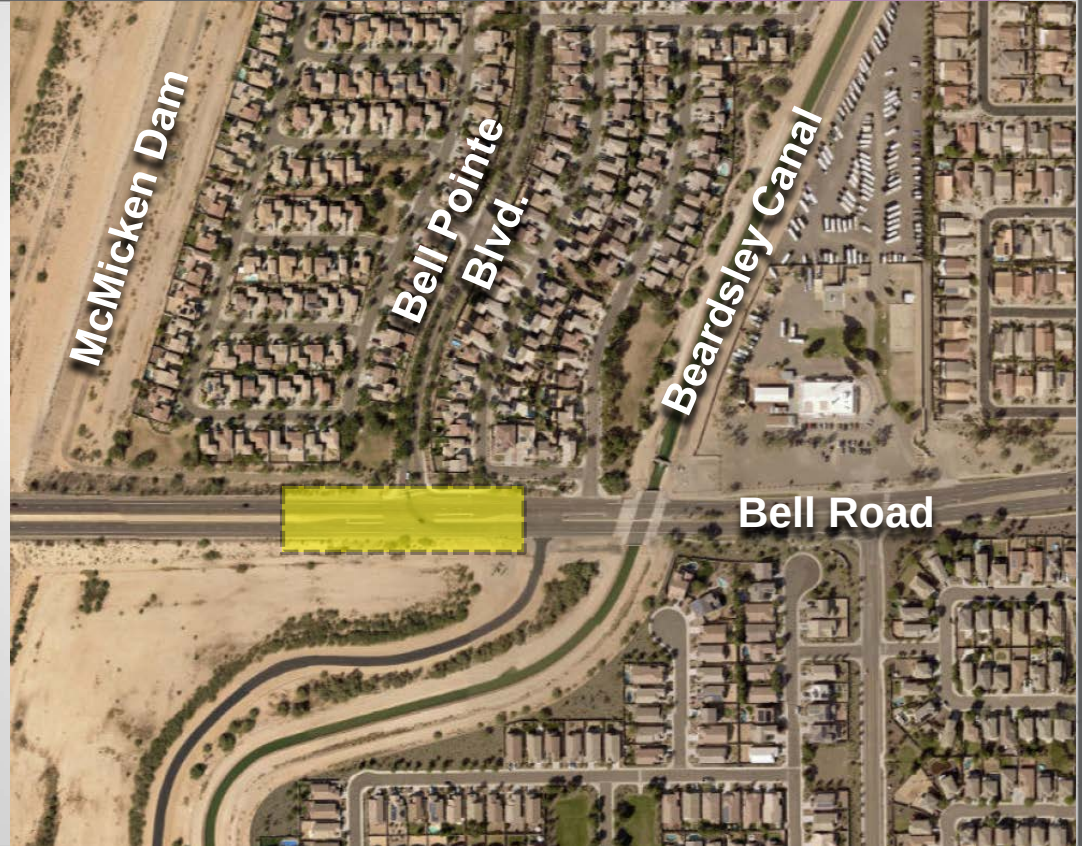




INTERSECTION CONCERNS

Recent Activity

- Police reports do not show any accidents from 1/1/13 - 6/16/17.
- Night time field review performed. Median and signs are clearly visible from all directions.
- MCDOT cleared overgrown vegetation from the median.
- Paint and reflectors for medians were refreshed last month.
- Bike lane will be narrowed in FY18 to discourage drivers from using it as a vehicular lane.



INTERSECTION CONCERNS

Future Considerations

- An eastbound acceleration lane would not fit due the proximity of the eastern driveways and turn lanes.
- Volumes and accidents do not warrant a traffic signal.
- Sight distance isn't an issue.
- Coordination with MCDOT can be made to install early warning signs.
- Coordination between the County and Surprise PD will need to occur to address speeders through an enforcement campaign.





SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

Back Print

Council Meeting Date:	September 5, 2017	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of a Final Plat entitled "Bell Pointe II – South" dated July 7, 2017, a property generally located on the northeast corner of Bell Pointe Boulevard and Ewers Drive within the Bell Pointe 2 Planned Area Development (PAD).

Motion:

I move to approve the Final Plat entitled "Bell Pointe II – South" dated July 7, 2017.

Background:

The subject proposal involves a Final Plat for a 103-lot, 9-tract single-family residential subdivision located within the Bell Pointe community. The minimum lot size for the subject Final Plat is 45 feet by 110 feet. The subject area of the parcel is 19.56 acres with a density of 5.27 du/A. There are nine (9) tracts proposed totaling 3.28 acres providing 16.76 percent open space.

Objective Analysis:

The proposed subdivision is well designed and meets the requirements of the Bell Pointe 2 PAD as amended and the Surprise Municipal Code (SMC). The amenities included will provide small-scale recreational opportunities for the residents of the community. Once developed, the population base generated by the subdivision contribute to the local schools enrollment, while providing incentive for much needed retail services in the area.

Policy Compliant:

The Surprise General Plan 2035, as amended by the City Council on December 19, 2015, shows the subject property as lying within Neighborhood Character Area, which supports residential development at densities of between 2 and 8 dwelling unit per acre (du/A). At 5.27 du/A, the subject Final Plat meets this density requirement.

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 - Bell Pointe II South Final Plat - Staff Report](#)
 - ☐ [01 - FS17-043 - Bell Pointe II South Final Plat - Locaton Maps](#)
 - ☐ [02 - FS17-043 - Bell Pointe II South Final Plat - Final Plat](#)
 - ☐ [03 - FS17-043 - Bell Pointe II South Final Plat - Landscape](#)
 - ☐ [04 - FS17-043 - Bell Pointe II South Final Plat - Presentation](#)
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS17-043

Project Name: Bell Pointe 2 South

Council District: 1 - Acacia

Meeting Date: September 5, 2017

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

Owner: Kerry Rose

Applicant: Slater Hanifan Group, Inc.

Request: 103-lot, 9-tract Final Plat

Site Location: On the northeast corner of Bell Pointe Boulevard and Ewers Drive within the Bell Pointe 2 Planned Area Development (PAD)

Site Size: Approximately 19.56 Acres

Density: 5.27 dwelling units per acre (du/A)

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

Support/Opposition: None known

Findings: The proposed Preliminary Plat is consistent with the Surprise General Plan 2035

The proposed Final Plat is consistent with the Bell Pointe 2 PAD as amended

The reviewing agencies have indicated no objections to the request

39 **PROJECT DESCRIPTION:**

40
41 The Slater Hanifan Group, on behalf of Kerry Rose seeks approval of a 103-lot, 9-tract
42 Final Plat located within the Bell Pointe community. Bell Pointe 2 South is planned as 103
43 single family detached residential lots with a minimum size of 45 feet by 110 feet. The
44 subject area of the parcel is 19.56 acres with a density of 5.27 du/A. There are nine (9)
45 tracts proposed totaling 3.28 acres providing 16.76 percent open space.

46 The site is currently vacant land that proposes to infill the existing Bell Pointe community.
47 The property immediately to the northwest of the subject site is owned by the Flood Control
48 District of Maricopa County and facilitates the McMicken Dam. The Bell Point 2 South plat
49 is adjacent to existing residential to the south, west, and north that belong to the Bell Pointe
50 community. The gated built out residential community to the east is Arizona Traditions.

51
52 **REVIEWING AGENCIES:**

53
54 In addition to the standard city reviewing agencies, who indicate no objections to the
55 requests, Luke Air force Base, Maricopa Water District, and ADOT were included in the
56 routing of this case. These agencies also indicate no objections.

57
58 **SUMMARY:**

59
60 The proposed subdivision is well designed and meets the requirements of the Bell Pointe 2
61 PAD as amended and the Surprise Municipal Code (SMC). The amenities included will
62 provide small-scale recreational opportunities for the residents of the community. Once
63 developed, the population base generated by the subdivision contribute to the local schools
64 enrollment, while providing incentive for much needed retail services in the area.

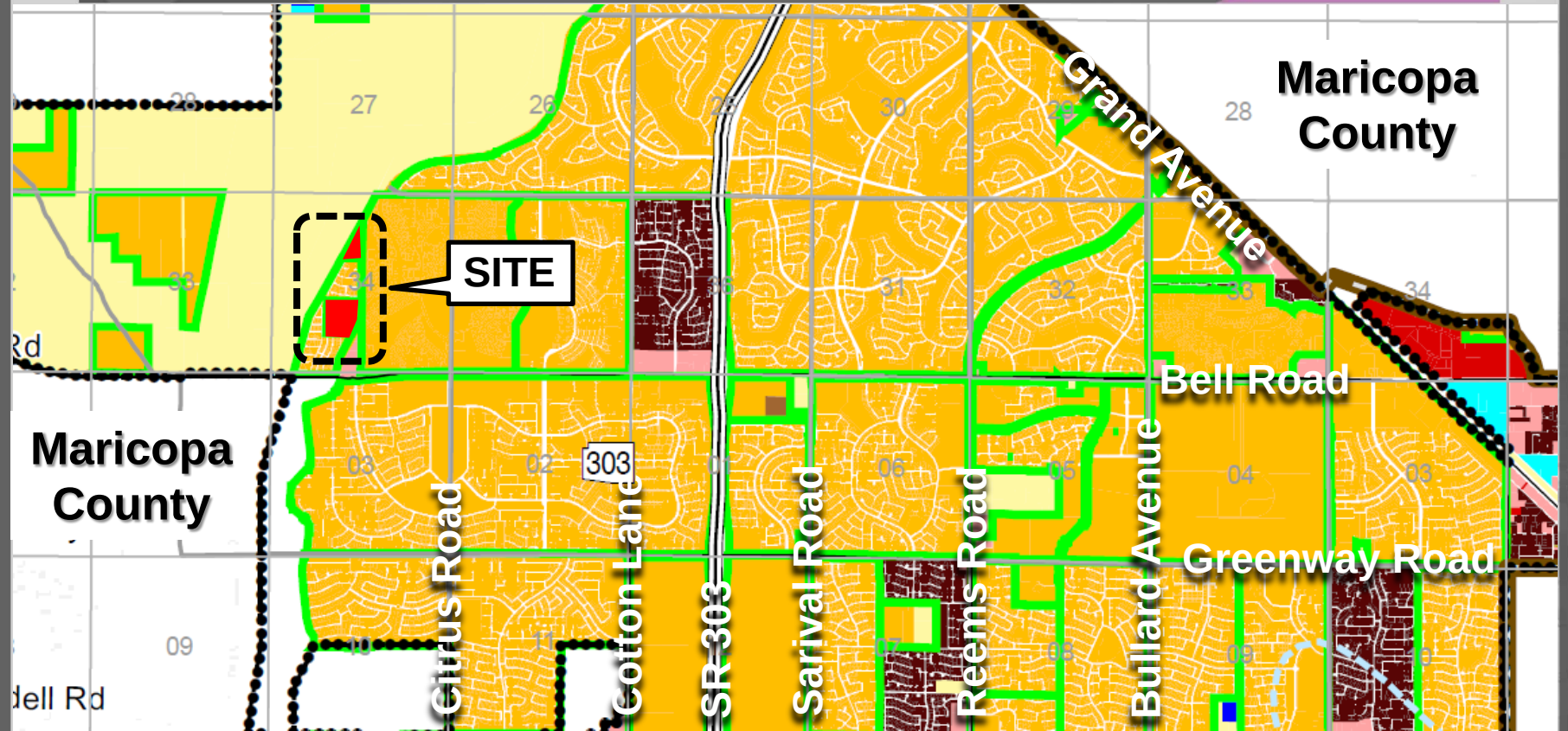
65
66 **FINDINGS:**

- 67
68
 - The proposed Final Plat is consistent with the Surprise General Plan 2035
 - The proposed Final Plat is consistent with the Bell Pointe 2 PAD as amended
 - The reviewing agencies have indicated no objections to the request

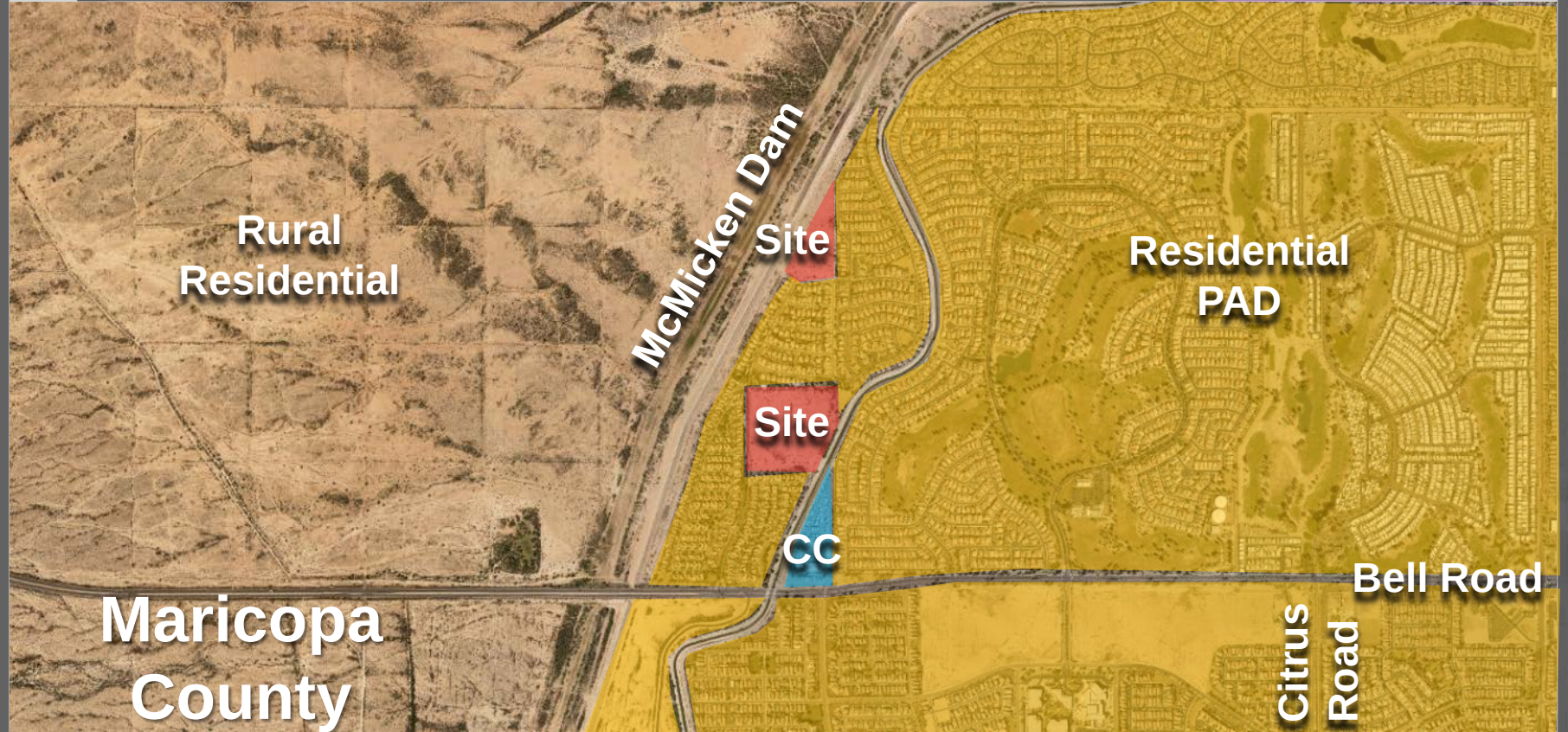
71
72 **Attachments:**

- 73
74 01 – Vicinity Maps
75 02 – Final Plat
76 03 – Landscape Plans

VICINITY MAP



VICINITY MAP



A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA)
COUNTY OF MARICOPA))SS

THAT KERRY ROSE, ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "BELL POINTE II - SOUTH", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "BELL POINTE II - SOUTH" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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.

KERRY ROSE

STATE OF ARIZONA)
COUNTY OF MARICOPA))SS

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

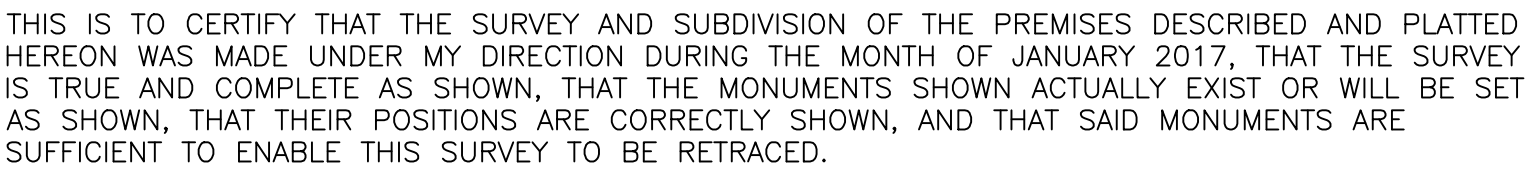
MY COMMISSION EXPIRES:

_____, 20__

THENCE SOUTH 00° 22' 21" WEST, ALONG SAID NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 421.78 FEET TO THE POINT OF BEGINNING.

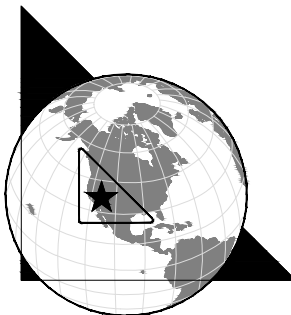
[illegible]

TRACT AREA TABLE			
TRACT	SQ. FT. ±	ACRES ±	USE
TRACT C	4541	0.104	LANDSCAPING & OPEN SPACE
TRACT D	814	0.019	LANDSCAPING & OPEN SPACE
TRACT E	1153	0.026	LANDSCAPING & OPEN SPACE
TRACT F	7645	0.176	LANDSCAPING & OPEN SPACE
TRACT G	9323	0.214	LANDSCAPING, OPEN SPACE & DRAINAGE INCLUDING STORM DRAIN & SEWER EASEMENTS AS SHOWN
TRACT H	1504	0.035	LANDSCAPING & OPEN SPACE
TRACT I	110840	2.545	LANDSCAPING, OPEN SPACE & DRAINAGE INCLUDING STORM DRAIN & SEWER EASEMENTS AS SHOWN
TRACT J	6248	0.143	LANDSCAPING & OPEN SPACE
TRACT K	785	0.018	LANDSCAPING & OPEN SPACE



EXPIRES 12/31/18

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



PO Box 71957
Phoenix, AZ 85050

TEL: 602.486.1154
www.outerlimitslandsurveying.com

DATE:	07.07.17
DRN BY:	BES
CHKD BY:	BES
JOB NO.	16143
SHEET	

1
OF 2

FINAL PLAT
FOR
"BELL POINTE II - SOUTH"

N 1/4 COR
SEC 34, T4N, R2W
FOUND 3-INCH
MARICOPA COUNTY
ALUMINUM CAP
STAMPED "T4N R2W 1/4
S27 S34 RLS35832 2003"

BELL POINTE I
BOOK 670, PAGE 49, MCR
NOT A PART

TRACT D

TRACT E

TRACT F

TRACT G

TRACT H

TRACT I

TRACT J

TRACT K

TRACT L

TRACT M

TRACT N

TRACT O

TRACT P

TRACT Q

TRACT R

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TRACT CE

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TRACT CG

TRACT CH

TRACT CI

TRACT CJ

TRACT CK

TRACT CL

TRACT CM

TRACT CN

TRACT CO

TRACT CP

TRACT CQ

TRACT CR

TRACT CS

TRACT CT

TRACT CU

TRACT CV

TRACT CW

TRACT CX

TRACT CY

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TRACT JJ

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TRACT MD

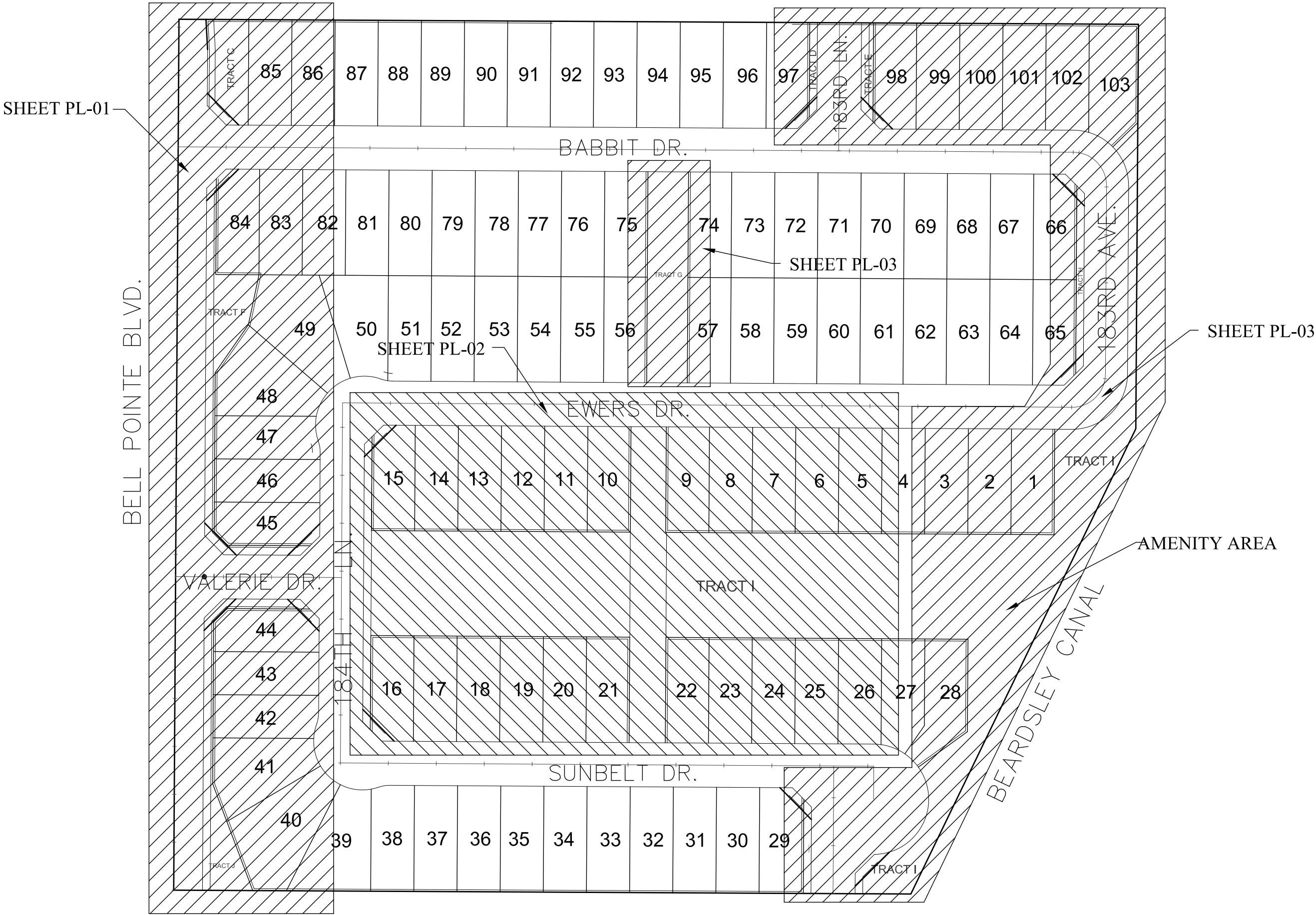
TRACT ME

Landscape Improvement Plans For:

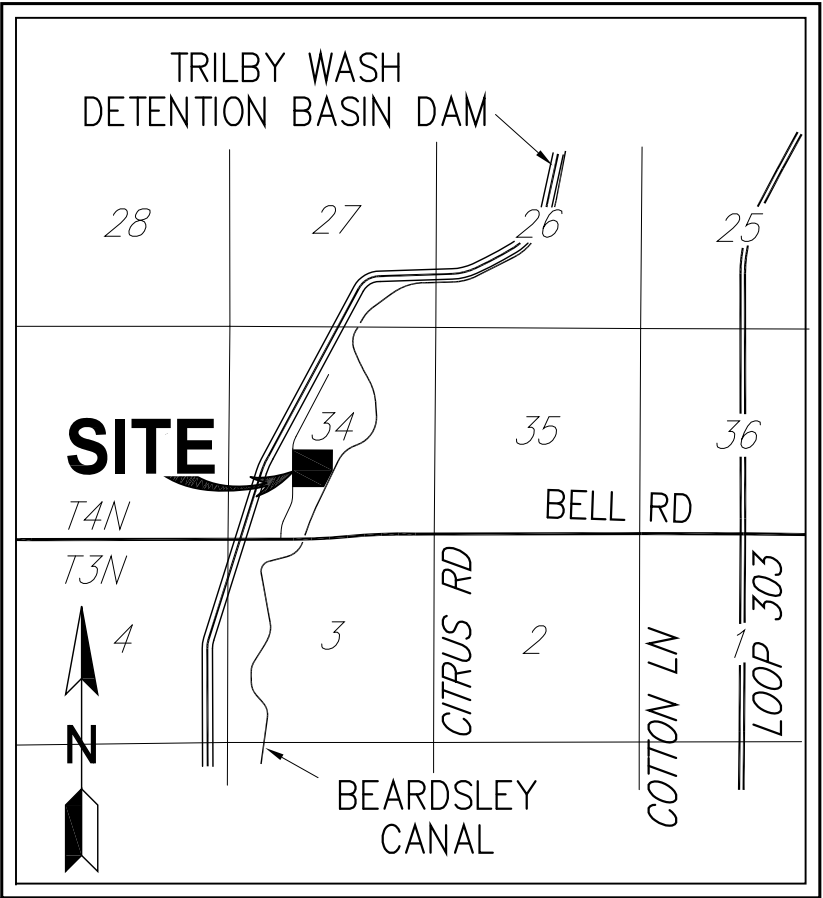
BELL POINTE II-SOUTH

BELL ROAD & BELL POINTE BOULEVARD
SURPRISE, ARIZONA
PORTIONS OF THE WEST HALF OF
SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA

March 29, 2017



KEY MAP NO SCALE



LOCATION MAP NO SCALE

SHEET INDEX

Cover Sheet	COVER
Legends and Notes	LN-01
Master Wall/ Amenity Plan	MW-01
Planting Plan	PL-01
Planting Plan	PL-02
Planting Plan	PL-03
Landscape Details	D-01

OWNER

Kerry Rose
P.O. Box 45000
Phoenix, AZ 85064
Phone: 602-321-9242

CONSULTANTS

Landscape Architect:
Ironwood Planning

Landscape Architecture
Land Planning
(Ph.) 623- 362-1375
(Cell) 480-540-7556
EMail: brude9@cox.net

Civil Engineer:
SLATER HANIFAN
GROUP
Ph: (602) 687-9664

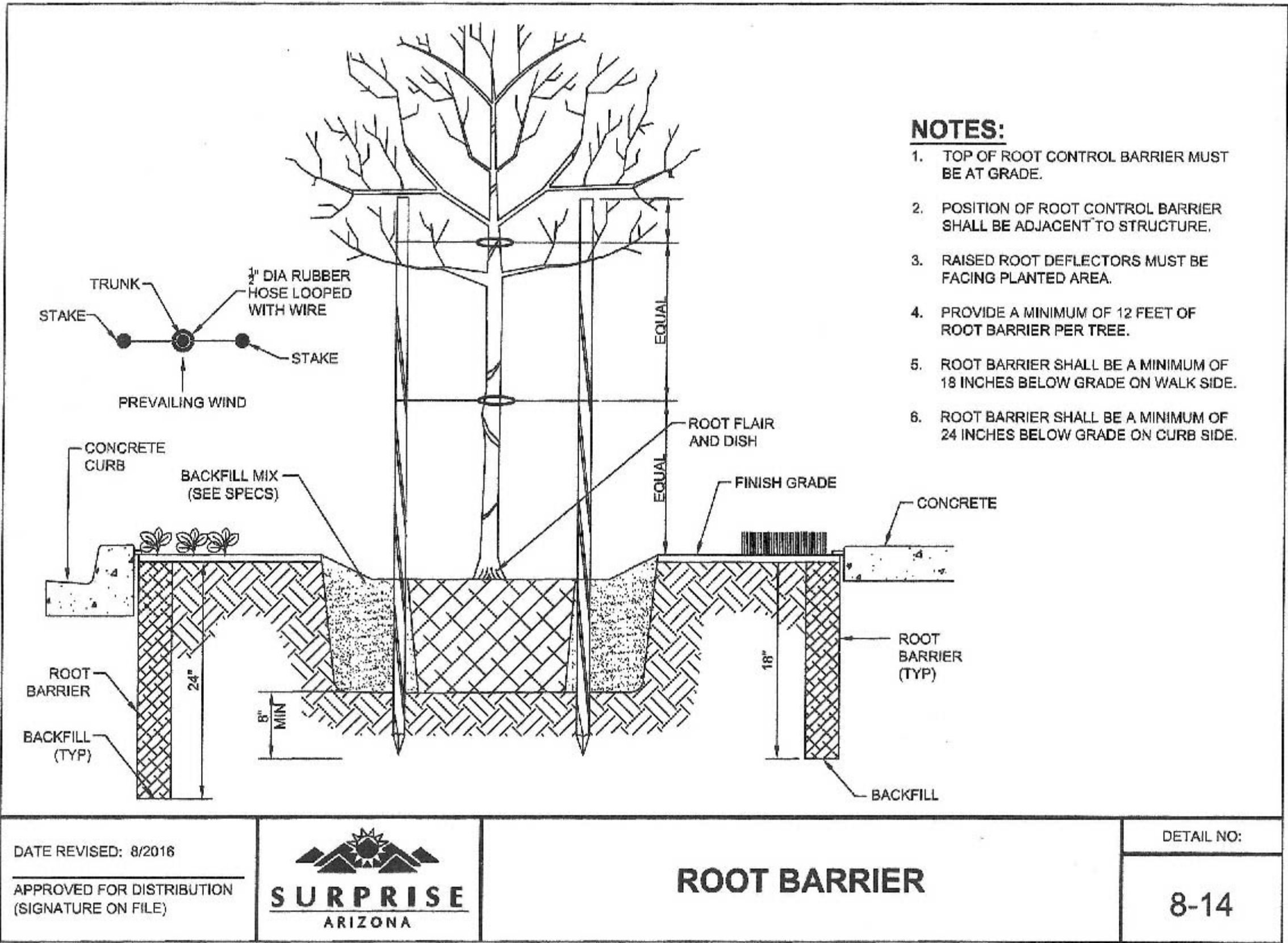


SITE DATA
APN 503-75-046R
GROSS AREA = 852,198 SQ.FT./19.564 ACRES
NET AREA = 824,943 SQ.FT./18.938 ACRES
OPEN SPACE AREA = 142,800 SF (17.3% OF NET SITE AREA)
EXISTING ZONING: PAD



ADMINISTRATIVE APPROVAL:	
COMMUNITY DEVELOPMENT DIRECTOR	DATE

Revision / Date



NOTE: ALL TREES PLANTED WITHIN 3' OF SIDEWALKS, CURBS, PAVEMENT OR WALLS SHALL BE INSTALLED WITH A ROOT BARRIER BY DEEP ROOT (OR APPROVED EQUAL) PER THE DETAIL ABOVE.

PLANT LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QUANTITY	NOTES
Trees:				
	Prosopis velutina Velvet Mesquite	15 Gal.	46	Standard trunk; Stake as required
	Southern Live Oak Quercus virginiana	24" Box	47	Standard trunk; Stake as required
	Desert Willow Chilopsis linearis	15 Gal.	33	Standard trunk; Stake as required
	Desert Museum Palo Verde Cercidium hybrid 'Desert Museum'	24" Box	31	Standard trunk; Stake as required
	Palo Brea Parkinsonia praecox	24" Box	19	Standard trunk; Stake as required
Shrubs:				
	Ruellia brittoniana British Ruellia	5 Gal.	193	Full and Healthy
	Chihuahuan Sage Leucophyllum laevigatum	5 Gal.	240	Full and Healthy
	Bougainvillea 'La Jolla' La Jolla Bougainvillea	5 Gal.	110	Full and Healthy
	Red Bird of Paradise Caesalpinia pulcherrima	5 Gal.	32	Full and Healthy
	Tecoma stans 'Yellow Bells' Yellow Bells	5 Gal.	201	Full and Healthy
	Erimophila maculata 'Valentine' Valentine Bush	5 Gal.	194	Full and Healthy
Accents:				
	Weber's Agave Agave weberi	5 Gal.	70	1 GPH Emitter
	'Nashville' Deer Grass Muhlenbergia rigida 'Nashville'	5 Gal.	109	1 GPH Emitter
	Hesperaloe funifera Giant Hesperaloe	5 Gal.	89	1 GPH Emitter
	Desert Spoon Dasylirion wheeleri	5 Gal.	78	1 GPH Emitter
Groundcovers:				
	Desert Marigold Baileya multiradiata	1 Gal.	127	Full and healthy
	Lantana 'New Gold' New Gold Lantana	1 Gal.	311	Full and healthy
	Ruellia brittoniana 'Katie' Katie's Ruellia	1 Gal.	167	Full and healthy
	Lantana montevidensis Purple Trailing Lantana	1 Gal.	152	Full and healthy
	Convolvulus cneorum Bush Morning Glory	1 Gal.	38	Full and healthy
	Acacia redolens 'Low Boy' Low Boy Acacia	1 Gal.	20	Full and healthy
Materials:				
	3/4" Screened Granite	Cinnamon Brown		
	Turf- Midiron Sod	30,130 SF		(PROVIDE ALTERNATE BID ITEM FOR 2,980 SF SOD AT
	Concrete Header	1375 LF		AMENITY AREA AND 27,150 SF SEED IN BASINS)

Ironwood Planning

Landscape Architecture
Land Planning
Phoenix Office

(Ph.) 480-540-7556
(Cell) 480-540-7556

25809 N. 55th Dr.
Phoenix, AZ 85083

Email: brude9@cox.net

These Drawings and Specifications are to be an instrument of service and shall remain the property of Ironwood Planning, L.L.C. They are not to be used on other projects or extensions to this project except by agreement in writing from Ironwood Planning, L.L.C. Ironwood Planning, L.L.C. is not responsible for construction means, methods, sequences or procedures, or for safety precautions and programs in connection with the project.

Landscape Improvement Plans
BELL POINTE II-SOUTH
SURPRISE, AZ

Kerry Rose
P.O. Box 45000 Phoenix, AZ 85064
Phone: 602-321-9242

GENERAL NOTES

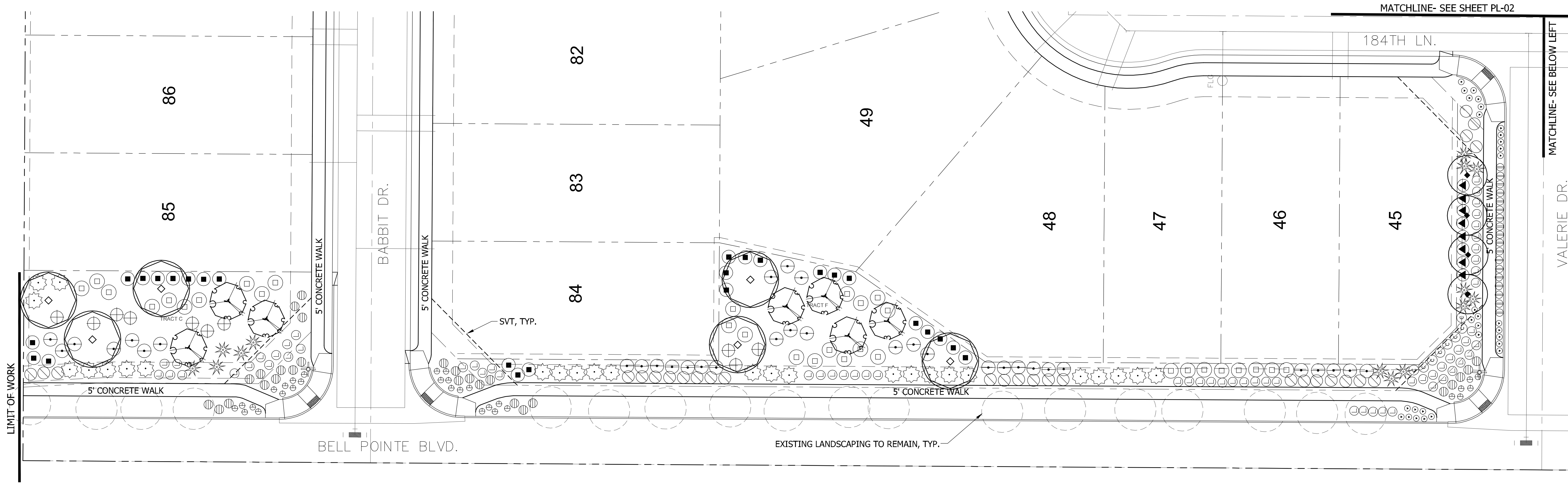
1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THIS SITE.
2. CONTRACTOR TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY INSTALLATION.
3. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. HE SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF THE PLANS, AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.
4. PRIOR TO INITIATING THESE LANDSCAPE IMPROVEMENTS, THE LANDSCAPE CONTRACTOR MUST SCHEDULE A PRE- CONSTRUCTION MEETING ON-SITE WITH THE APPROVAL OF THE OWNER AND THE GENERAL CONTRACTOR. THE OWNER'S REPRESENTATIVE AND/OR THE PROJECT LANDSCAPE ARCHITECT MUST BE PRESENT. THE PURPOSE OF THIS MEETING IS TO RESOLVE ANY EXISTING SITE CONDITIONS THAT MAY BE IN CONFLICT WITH THESE LANDSCAPE CONSTRUCTION DOCUMENTS AND THEREFORE IMPACT THE INSTALLATION OF ANY OF THESE PROPOSED IMPROVEMENTS. THIS FIRST MEETING SHOULD BE SCHEDULED TO OCCUR AFTER THE COMPLETION OF ON-SITE AND OFF-SITE IMPROVEMENTS INCLUDING; ALL UNDERGROUND UTILITIES, MASS GRADING, AND STREET IMPROVEMENTS.
5. DAMAGE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES, ELECTRICAL LINES, ETC. SHALL BE REPAIRED AT CONTRACTORS EXPENSE.
6. ANY DISCREPANCIES FOUND BETWEEN THE PLANS AND THE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT AND LANDSCAPE ARCHITECT.
7. ALL QUANTITIES PROVIDED ARE FOR BIDDING PURPOSES ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPED AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
9. ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER, OR AS DIRECTED BY THE OWNER'S AGENT. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING(S) IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE SHALL BE 3" BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING MULCH OR DECOMPOSED GRANITE.
10. ALL AREAS DISTURBED DURING CONSTRUCTION TO BE FINE GRADED. ADJACENT UNDISTURBED AREAS DAMAGED OR DISTURBED TO BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
11. CONTRACTOR SHALL FINE GRADE ENTIRE LANDSCAPED AREA AS REQUIRED FOR INSTALLATION OF PLANTING. ALL GRADES SHALL BE NEAT, RAKED SMOOTH AND BE FREE OF DEBRIS PRIOR TO SUBSTANTIAL COMPLETION.
12. PRIOR TO SPREADING MATERIAL GROUNDCOVERS, ADJUST AND COMPACT FINISH GRADES, APPLY WEED PRE-EMERGENT SURFLAN AS PER MANUFACTURER'S INSTRUCTIONS. THEN SPREAD DECOMPOSED GRANITE, RIVER RUN, OR MULCH AS INDICATED ON PLANS. DECOMPOSED GRANITE SHALL BE WATERED, THEN COMPACTED WITH A SOD ROLLER TO A MINIMUM DEPTH OF 2" AFTER
13. ALL LANDSCAPED AREAS SHALL RECEIVE A 2" TOP DRESSING OF 3/4" SCREENED (COLOR: PER SCHEDULE) DECOMPOSED GRANITE. PROVIDE SAMPLE OF SIZE AND COLOR FOR APPROVAL BY OWNER'S AGENT PRIOR TO DELIVERY.
14. STAKE LOCATIONS OF ALL TREES FOR APPROVAL PRIOR TO INSTALLATION OF ANY PLANT MATERIAL.
15. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED (WHEN IN-LEAF) AS IS TYPICAL FOR THE SPECIES. THEY SHALL HAVE HEALTHY, WELL DEVELOPED ROOT SYSTEMS (NOT POT BOUND), A NORMAL HABIT OF GROWTH CONSISTENT WITH INDUSTRY STANDARDS, AND FREE OF ANY BRUISES, CUTS, OR OTHER ABNORMALITIES. PLANT MATERIAL SHALL BE SIZED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN; AND THE ARIZONA NURSERYMAN ASSOCIATION STANDARDS.
16. ALL RIGHT-OF-WAY PLANT MATERIAL MUST BE IN COMPLIANCE WITH THE DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST. NO PLANT SUBSTITUTIONS, TYPE, OR QUANTITY DEVIATIONS FROM THE APPROVED LANDSCAPE PLANS WITHOUT PRIOR APPROVAL FROM THE CITY OF SURPRISE.
17. BACKFILL MIXTURES, EXCEPT AS NOTED, TO BE COMPRISED OF 75% NATIVE SOIL AND 25% DECOMPOSED GRANULAR BARK MULCH, AND 2 LBS. DISPERSAL PER CUBIC YARD OF BACKFILL.
18. ADD AGRI-FORM FERTILIZER TABLETS AT THE FOLLOWING RATES:
1 GALLON PLANT - 1 TABLET 15 GALLON PLANT - 4 TABLETS
5 GALLON PLANT - 2 TABLET BOXED TREE - 6 TABLETS (MIN.)
TABLETS TO BE PLACED NO DEEPER THAN 6" BELOW SOIL SURFACE.
19. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLAN. DO NOT SUBSTITUTE PLANTS BY TYPE OR QUANTITY WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OR OWNER'S AGENT.
20. THE OWNER'S AGENT RESERVES THE RIGHT TO REJECT ANY SELECTION OF PLANT MATERIAL THAT DOES NOT SATISFY THE INTENT OF THE LANDSCAPE DESIGN BASED ON; SIZE, SHAPE, EVIDENCE OF STRESS OR IMPROPER CARE.
21. PRIOR TO INITIATING THE 90-DAY MAINTENANCE PERIOD, COMPLETE ANY INITIAL PUNCH LIST ITEMS, THEN OBTAIN APPROVAL FROM OWNER'S AGENT OF SUBSTANTIAL COMPLETION. DETERMINE WITH OWNER'S AGENT THE START DATE FOR THE 90-DAY MAINTENANCE PERIOD. CONTRACTOR TO THEN MAINTAIN LANDSCAPE WHICH MAY INCLUDE WATERING, WEEDING, PRUNING, AND REPLACEMENT OF ANY MATERIAL THAT HAS DIED OR IS SHOWING EVIDENCE OF STRESS. SUBMIT WRITTEN REQUEST FOR FINAL PUNCH LIST THREE WEEKS PRIOR TO END OF MAINTENANCE PERIOD.
22. PROVIDE OWNER WITH A WRITTEN GUARANTEE OF SIX (6) MONTHS FOR ALL PLANT MATERIAL DATED FROM START OF MAINTENANCE PERIOD AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH. PROVIDE OWNER WITH WRITTEN INSTRUCTIONS OUTLINING MAINTENANCE PROCEDURES TO BE ADOPTED IN ORDER TO PROTECT GUARANTEE. INCLUDE WATERING SCHEDULE AND FERTILIZER PROGRAM. (1) YEAR GUARANTEE FOR PALMS.
23. ALL SIDEWALKS AND OPEN SPACE TRAILS SHALL BE ACCESSIBLE AND COMPLY WITH A.D.A. AND FAIR HOUSING CRITERIA.



LEGENDS AND NOTES

Sheet Number

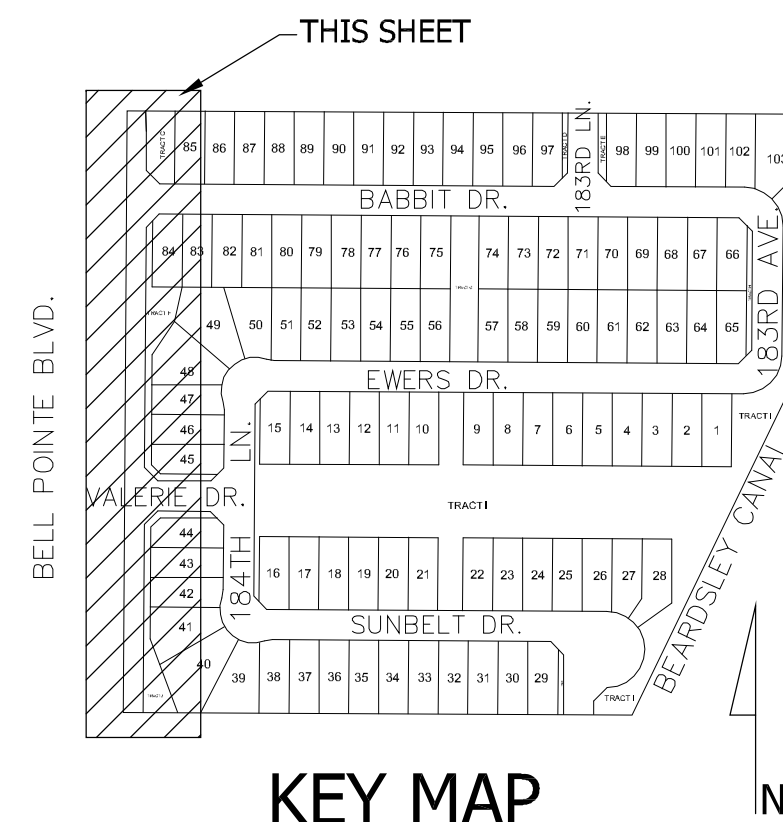
LN-01



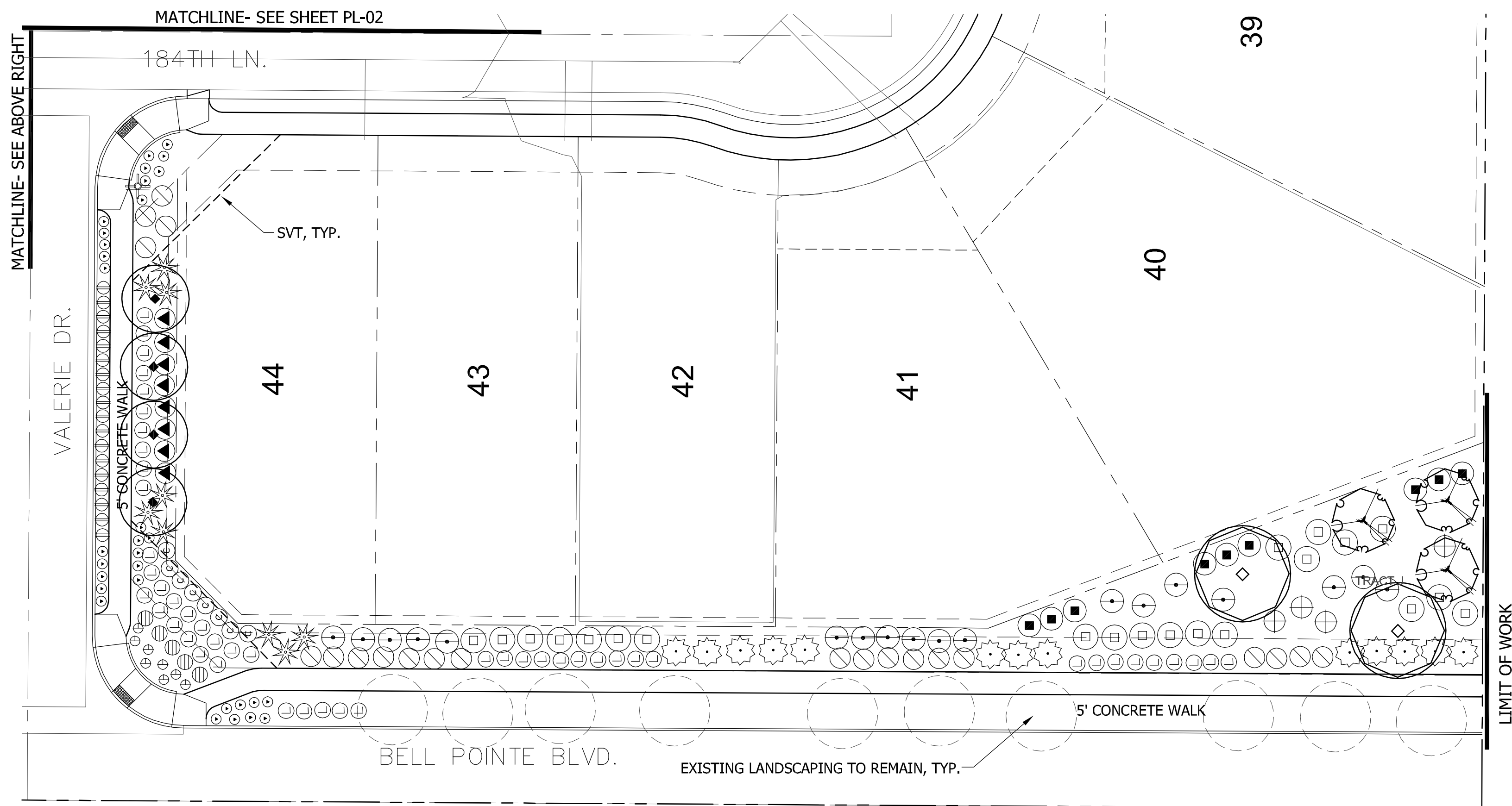
A PLANTING PLAN

PLANT LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	SYMBOL	BOTANICAL/COMMON NAME	SIZE
Trees:					
	Prosopis velutina Velvet Mesquite	15 Gal.		Weber's Agave	5 Gal.
	Southern Live Oak	24" Box		'Nashville' Deer Grass	5 Gal.
	Quercus virginiana			Muhlenbergia rigida 'Nashville'	5 Gal.
	Desert Willow	15 Gal.		Hesperaloe funifera	5 Gal.
	Chilopsis linearis			Giant Hesperaloe	5 Gal.
	Desert Museum Palo Verde	24" Box		Desert Spoon	5 Gal.
	Cercidium hybrid 'Desert Museum'			Dasylium wheeleri	
	Palo Brea	24" Box	Groundcovers:		
	Parkinsonia praecox			Desert Marigold	1 Gal.
Shrubs:				Bailey multiradiata	1 Gal.
	Ruellia brittoniana	5 Gal.		Lantana 'New Gold'	1 Gal.
	British Ruellia			New Gold Lantana	
	Chihuahuan Sage	5 Gal.		Ruellia brittoniana 'Katie'	1 Gal.
	Leucophyllum laevigatum			Katie's Ruellia	1 Gal.
	Bougainvillea 'La Jolla'	5 Gal.		Lantana montevidensis	1 Gal.
	La Jolla Bougainvillea			Purple Trailing Lantana	1 Gal.
	Red Bird of Paradise	5 Gal.		Convolvulus cneorum	1 Gal.
	Caesalpinia pulcherrima			Bush Morning Glory	1 Gal.
	Tecoma stans 'Yellow Bells'	5 Gal.		Acacia redolens 'Low Boy'	1 Gal.
	'Yellow Bells'			Low Boy Acacia	
	Eriophila maculata 'Valentine'	5 Gal.	Materials:		
	Valentine Bush			3/4" Screened Granite	Cinnamon Brown
				Turf Midiron Sod	
				Concrete Header	



KEY MAP



B PLANTING PLAN

0 20 40 SCALE: 1"=20'

Ironwood Planning
Landscape Architecture
Land Planning
Phoenix Office
(Ph.) 480-540-7556
(Cell) 480-540-7556
25809 N. 55th Dr.
Phoenix, AZ 85083
Email: brude9@cox.net

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Landscape Improvement Plans
BELL POINTE II-SOUTH
SURPRISE, AZ

Kerry Rose
P.O. Box 45000 Phoenix, AZ 85064
Phone: 602-321-9242

Project Number: BP25100
Drawn by: BR
Issue Date: 1/13/17
Scale: See Plan
Revisions:



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

PLANTING PLAN

Sheet Number

PL-01



Landscape Architecture
Land Planning
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Phoenix, AZ 85083
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Landscape Improvement Plans
BELL POINTE II-SOUTH
SURPRISE, AZ

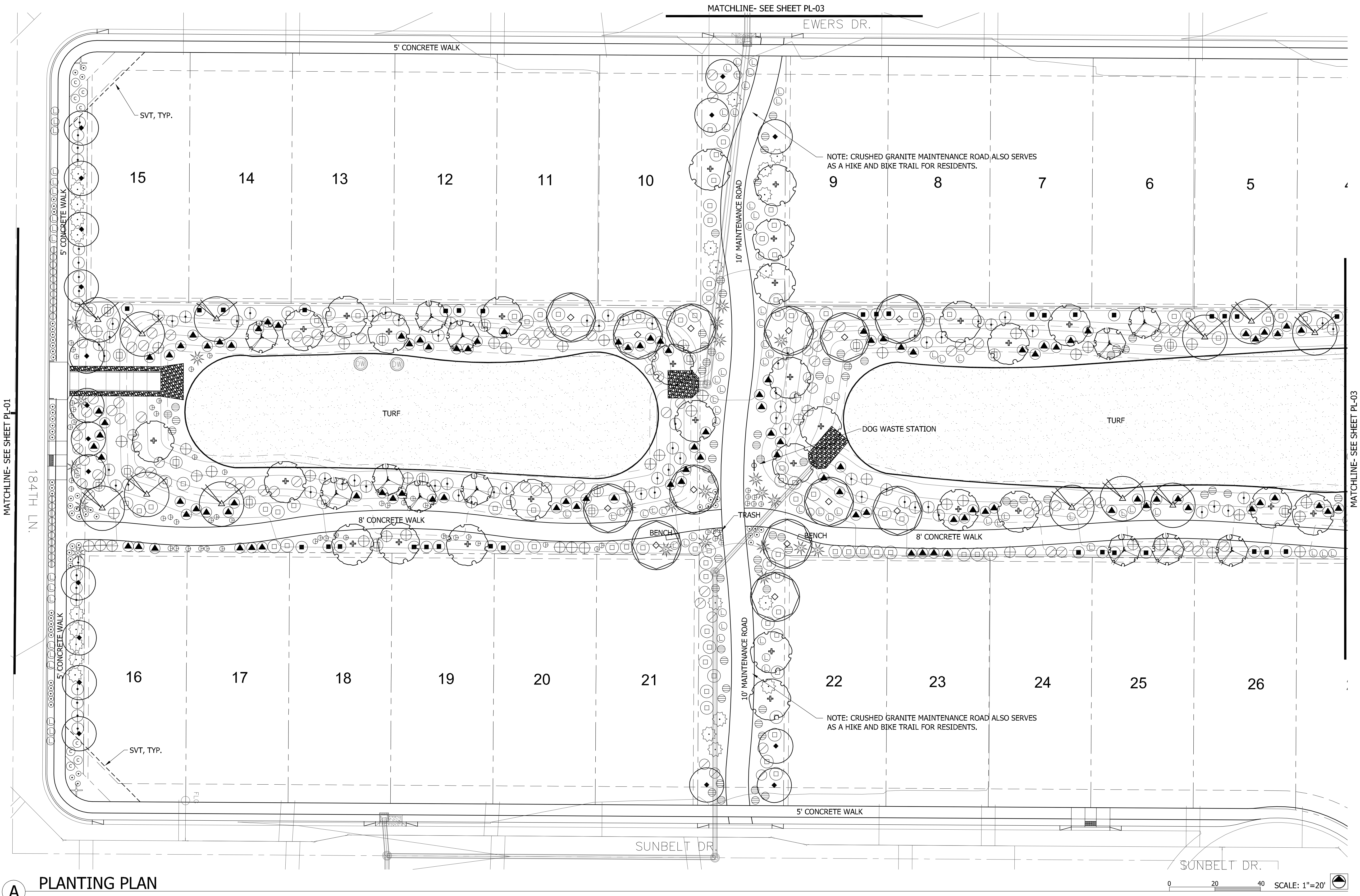
Kerry Rose
P.O. Box 45000 Phoenix, AZ 85064
Phone: 602-321-9242

Project Number:	BP25100
Drawn by:	BR
Issue Date:	1/13/17
Scale:	See Plan
Revisions:	



PLANTING PLAN

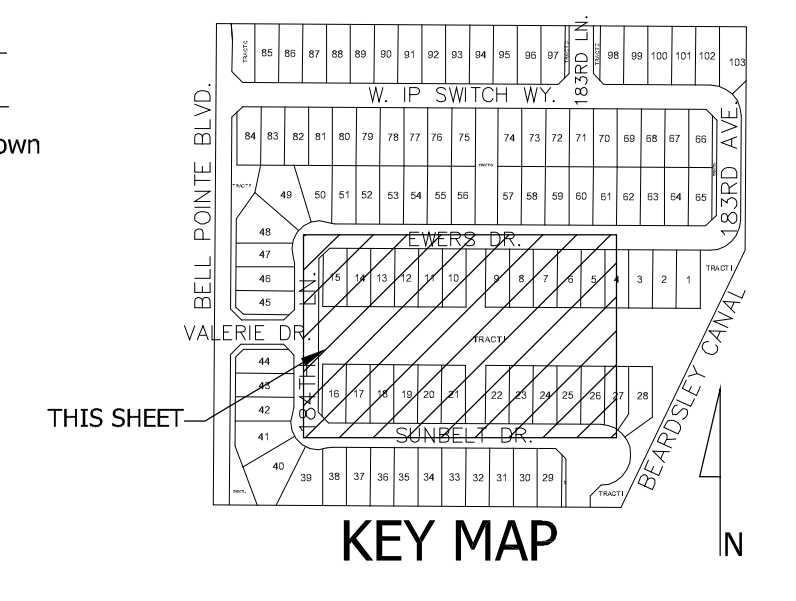
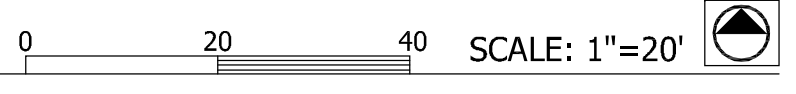
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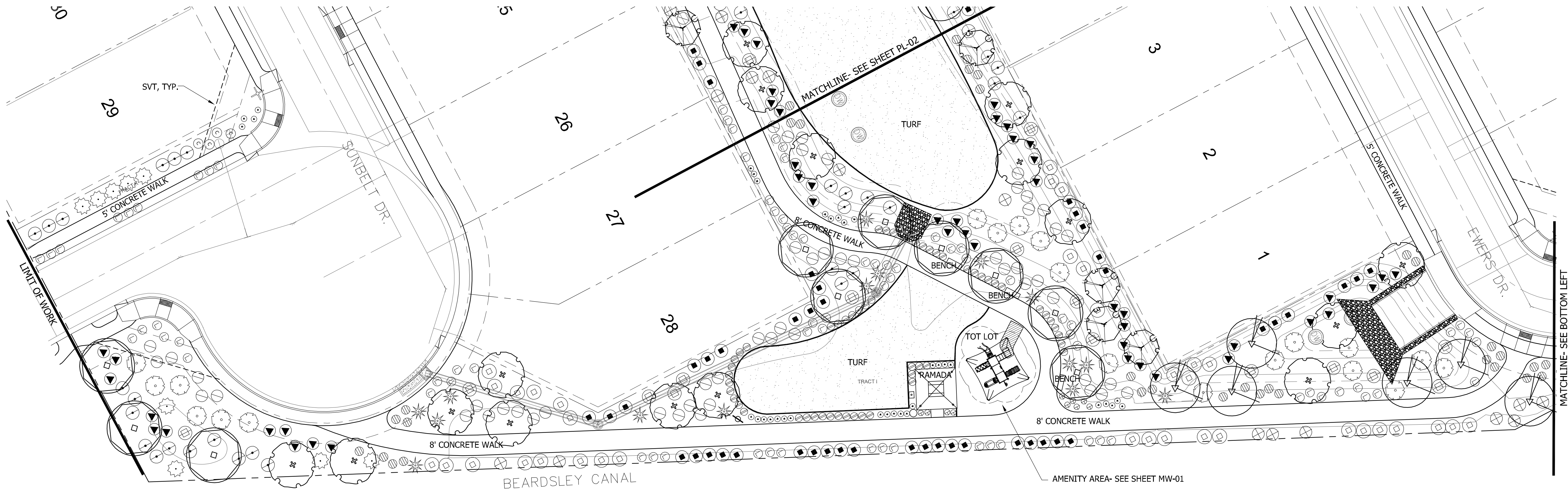


A PLANTING PLAN

PLANT LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
Trees:		
	Prosopis velutina Velvet Mesquite	15 Gal.
	Southern Live Oak Quercus virginiana	24" Box
	Desert Willow Chilopsis linearis	15 Gal.
	Desert Museum Palo Verde Cercidium hybrid 'Desert Museum'	24" Box
	Palo Brea Parkinsonia praecox	24" Box
Shrubs:		
	Ruellia brittoniana British Ruellia	5 Gal.
	Chihuahuan Sage Leucophyllum laevigatum	5 Gal.
	Bougainvillea 'La Jolla' La Jolla Bougainvillea	5 Gal.
	Red Bird of Paradise Caesalpinia pulcherrima	5 Gal.
	Tecoma stans 'Yellow Bells' Yellow Bells	5 Gal.
	Erimophila maculata 'Valentine' Valentine Bush	5 Gal.
Accents:		
	Weber's Agave Agave weberi	5 Gal.
	'Nashville' Deer Grass Muhlenbergia rigida 'Nashville'	5 Gal.
	Hesperaloe funifera Giant Hesperaloe	5 Gal.
	Desert Spoon Dasylirion wheeleri	5 Gal.
Groundcovers:		
	Desert Marigold Baileya multiradiata	5 Gal.
	Lantana 'New Gold' New Gold Lantana	5 Gal.
	Ruellia brittoniana 'Katie' Katie's Ruellia	5 Gal.
	Lantana montevidensis Purple Trailing Lantana	5 Gal.
	Convolvulus cneorum Bush Morning Glory	5 Gal.
	Acacia redolens 'Low Boy' Low Boy Acacia	5 Gal.
Materials:		
	3/4" Screened Granite Cinnamon Brown	1 Gal.
	Turf- Midiron Sod	1 Gal.
	Concrete Header	1 Gal.

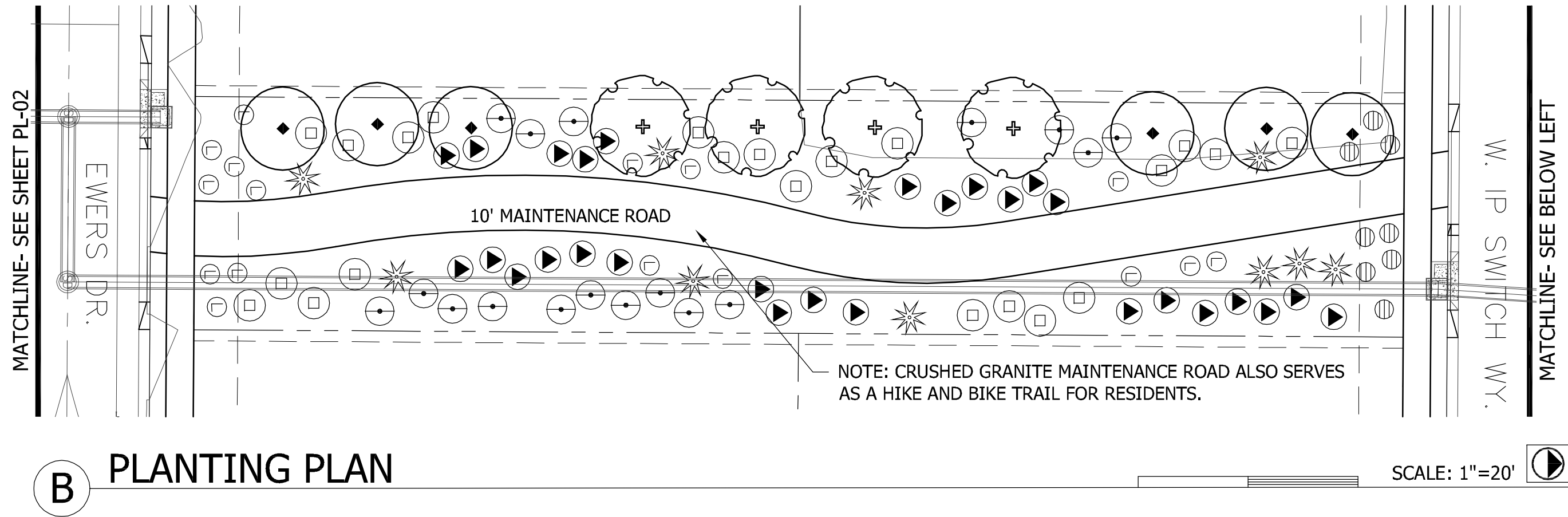




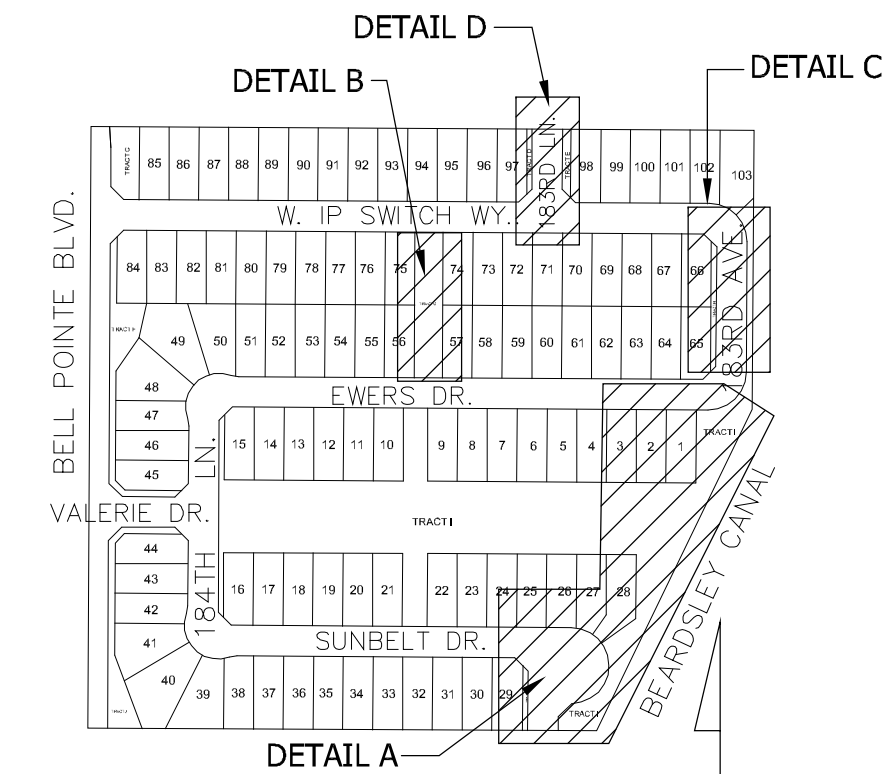
A PLANTING PLAN

PLANT LEGEND

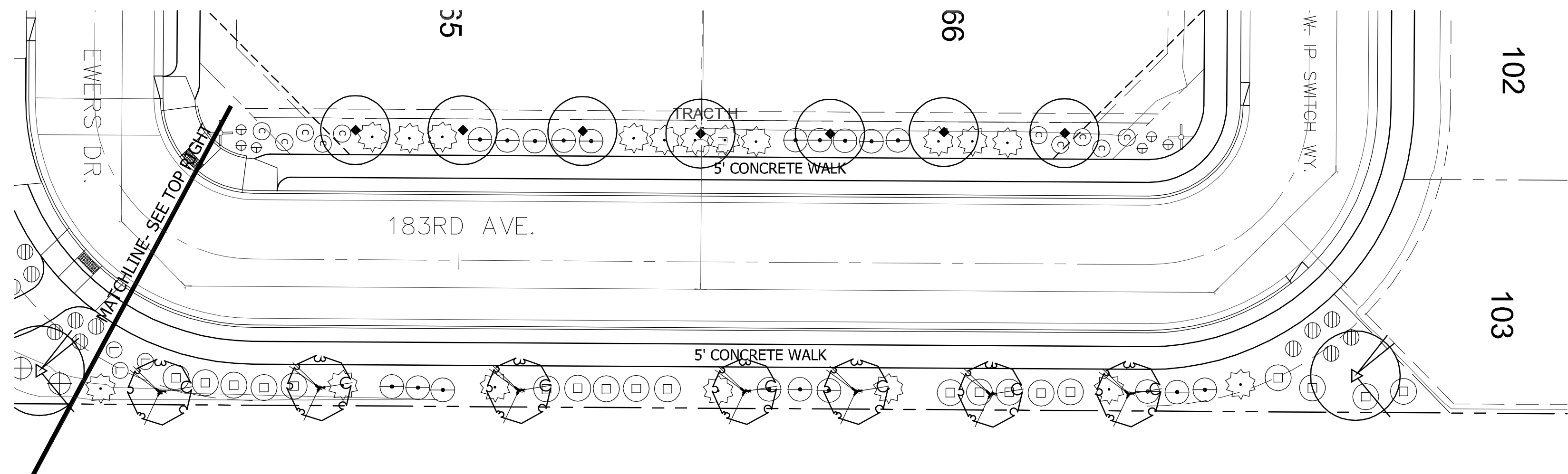
SYMBOL	BOTANICAL/COMMON NAME	SIZE	SYMBOL	BOTANICAL/COMMON NAME	SIZE
Trees:					
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	Velvet Mesquite			Agave weberi	5 Gal.
	Southern Live Oak	24" Box		Muhlenbergia rigida 'Nashville'	5 Gal.
	Quercus virginiana			Hesperaloe funifera	5 Gal.
	Desert Willow	15 Gal.		Giant Hesperaloe	5 Gal.
	Chilopsis linearis			Desert Spoon	5 Gal.
	Desert Museum Palo Verde	24" Box		Daylily on wheels	5 Gal.
	Cercidium hybrid 'Desert Museum'		Groundcovers:		
	Palo Brea	24" Box		Desert Marigold	1 Gal.
	Parkinsonia praecox			Bailey multiradiata	1 Gal.
Shrubs:				Lantana 'New Gold'	1 Gal.
	Ruellia brittoniana	5 Gal.		New Gold Lantana	1 Gal.
	British Ruellia			Ruellia brittoniana 'Katie'	1 Gal.
	Chihuahuan Sage	5 Gal.		Kates Ruellia	1 Gal.
	Leucophyllum laevisgatum	5 Gal.		Lantana montevidensis	1 Gal.
	Bougainvillea 'La Jolla'	5 Gal.		Purple Trailing Lantana	1 Gal.
	La Jolla Bougainvillea	5 Gal.		Convolvulus cheiranthus	1 Gal.
	Red Bird of Paradise			Bush Morning Glory	1 Gal.
	Caesalpinia pulcherrima	5 Gal.		Acacia nodosus 'Low Boy'	1 Gal.
	Tecoma stans 'Yellow Bells'	5 Gal.		Low Boy Acacia	1 Gal.
	Yellow Bells		Materials:		
	Erimophila maculata 'Valentine'	5 Gal.		3/4" Screened Granite	Cinnamon Brown
	Valentine Bush			Turf-Midiron Sod	
				Concrete Header	



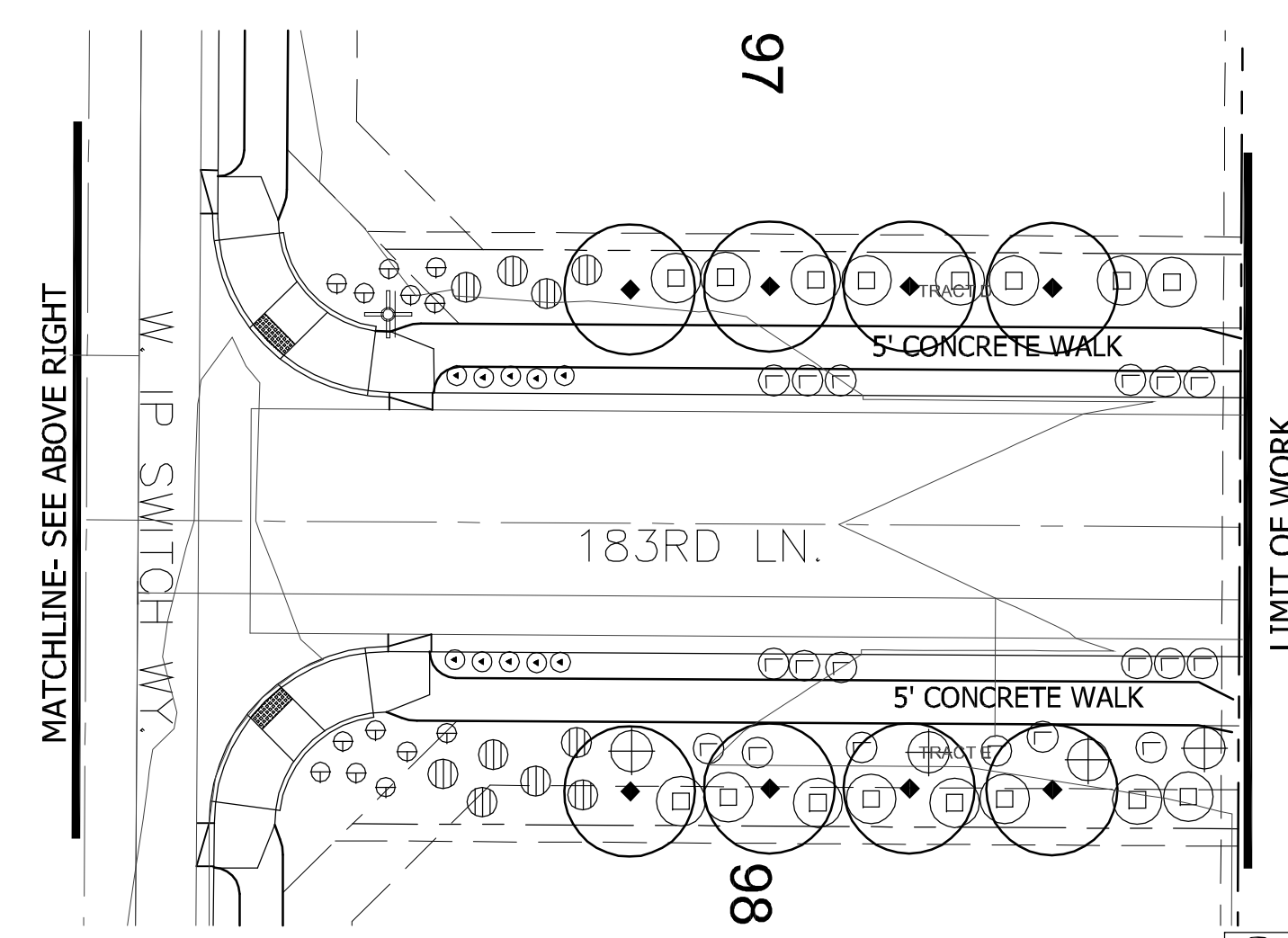
B PLANTING PLAN



KEY MAP



C PLANTING PLAN



D PLANTING PLAN

Ironwood Planning

Landscape Architecture
Land Planning
Phoenix Office

(Ph.) 480-540-7556
(Cell) 480-540-7556

25809 N. 55th Dr.
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Email: brude9@cox.net

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Landscape Improvement Plans
BELL POINTE II-SOUTH
SURPRISE, AZ

Kerry Rose
P.O. Box 45000 Phoenix, AZ 85064
Phone: 602-321-9242

Project Number: BP25100

Drawn by: BR

Issue Date: 1/13/17

Scale: See Plan

Revisions:



PLANTING PLAN

Sheet Number

PL-03

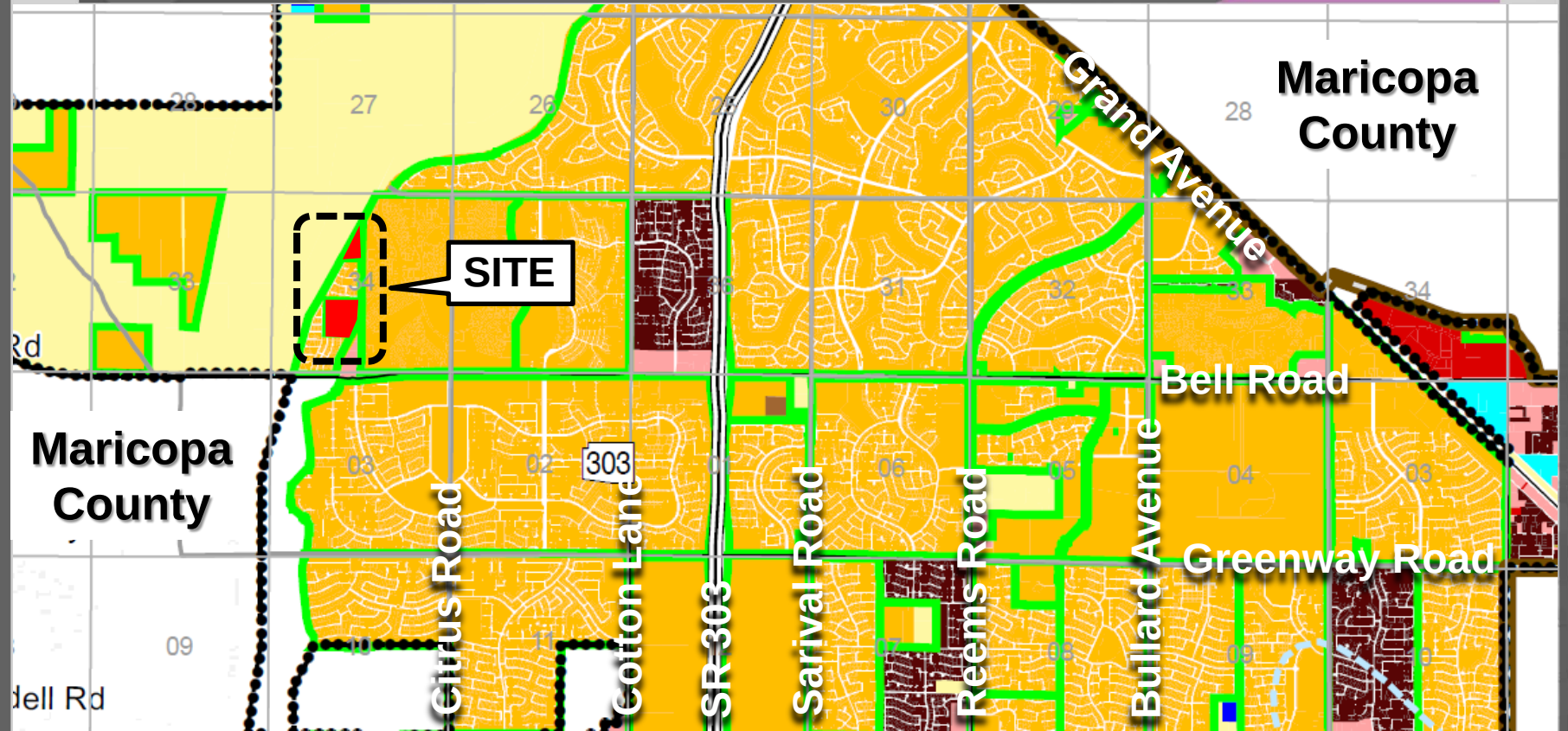


SURPRISE
ARIZONA

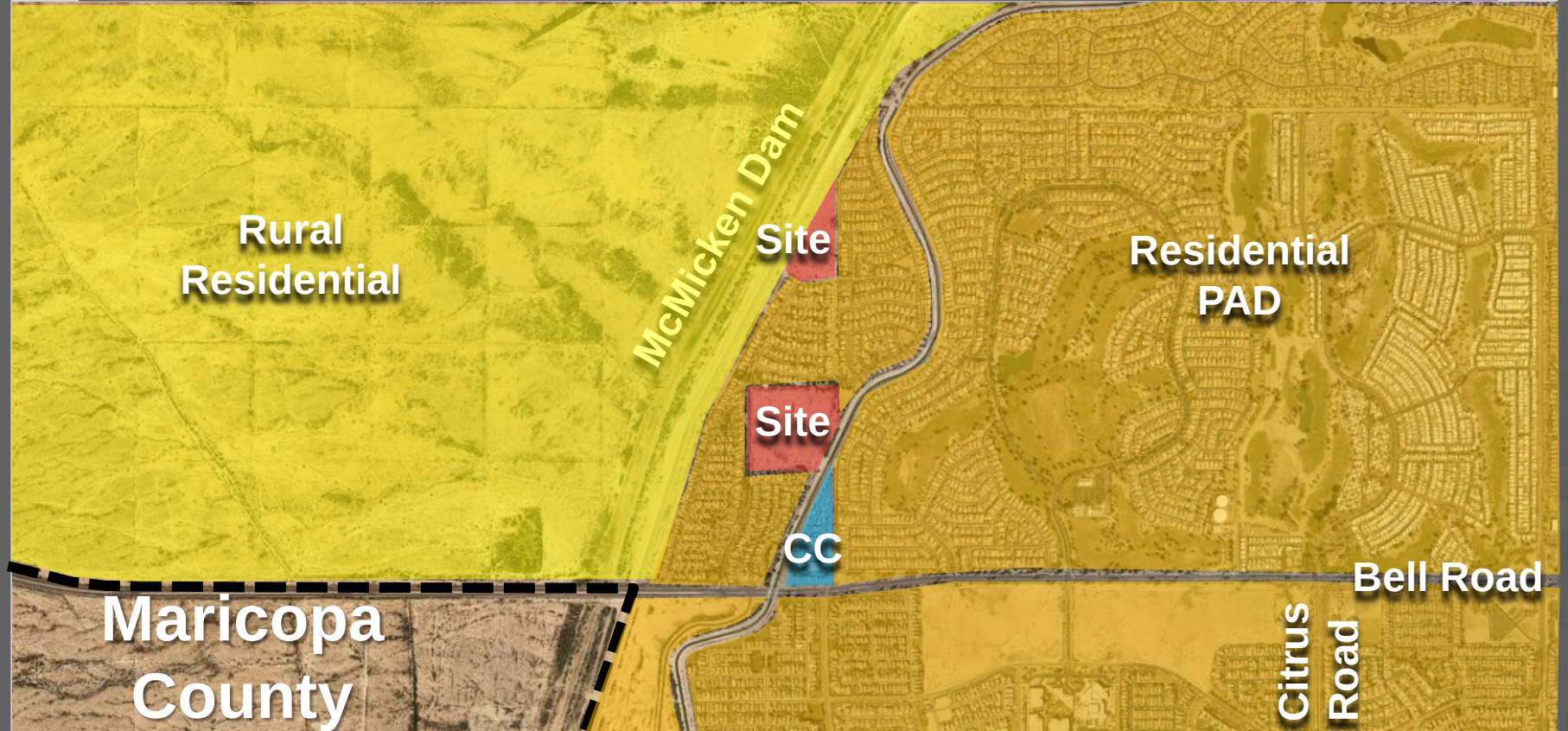
BELL POINTE 2 SOUTH FINAL PLAT

Final Plat – September 5, 2017

VICINITY MAP



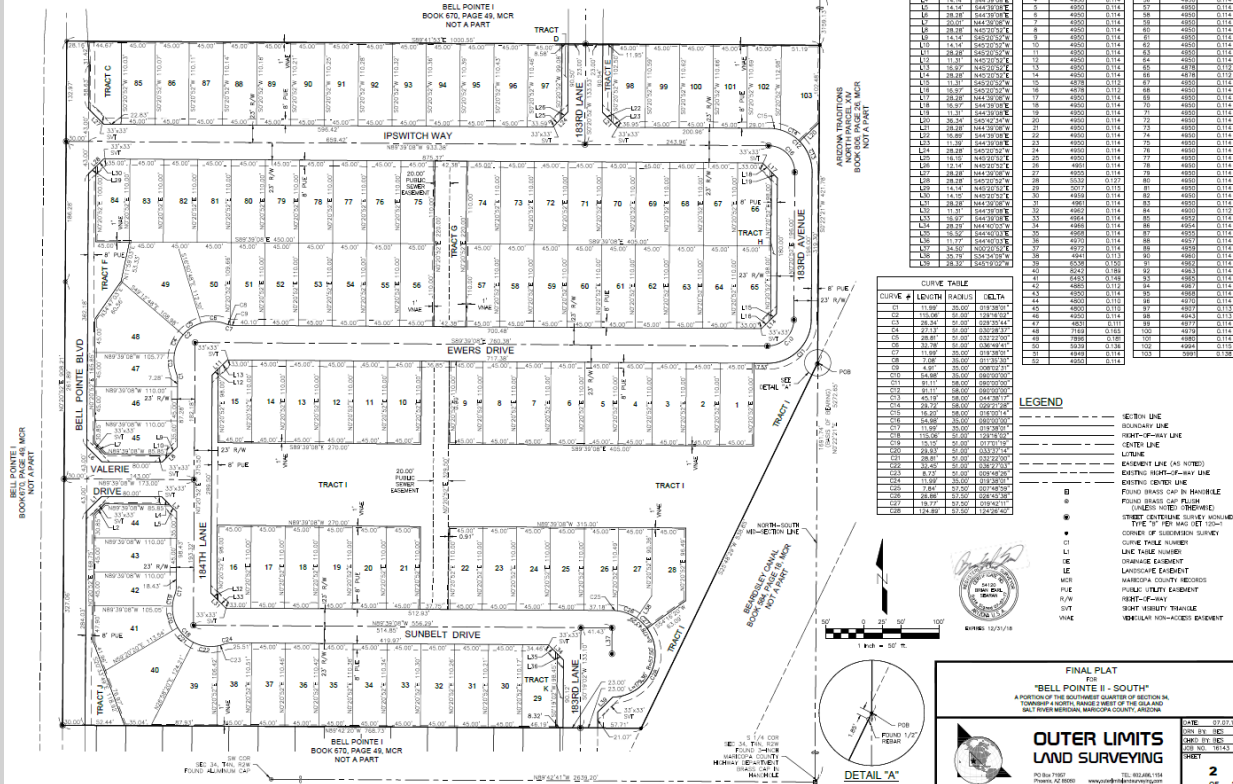
VICINITY MAP



FINAL PLAT

FINAL PLAT FOR "BELL POINT II - SOUTH"

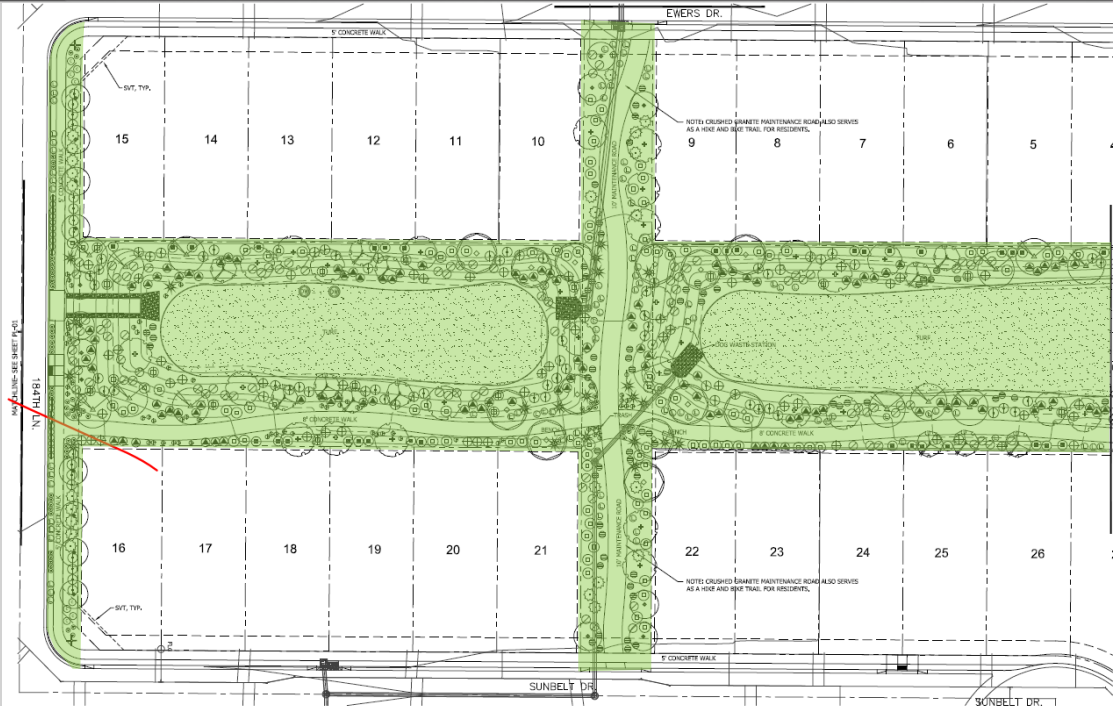
N 1/4 COR
SEC 34, T4S, R2W
RANGE 2 NORTH
T4S, R2W, E4E
ALBUQUERQUE, NM
SECTION 34, T4S, R2W, E4E
S27 534 AL30362 2007



PL-01

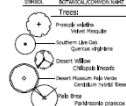


LANDSCAPE



A PLANTING PLAN

PLANT LEGEND



Trees	Shrubs	Groundcovers	Water Features
13 Gd. Prunella Viburnum	13 Gd. Prunella Viburnum	13 Gd. Prunella Viburnum	13 Gd. Prunella Viburnum
14 Gd. Prunella Viburnum	14 Gd. Prunella Viburnum	14 Gd. Prunella Viburnum	14 Gd. Prunella Viburnum
15 Gd. Prunella Viburnum	15 Gd. Prunella Viburnum	15 Gd. Prunella Viburnum	15 Gd. Prunella Viburnum
16 Gd. Prunella Viburnum	16 Gd. Prunella Viburnum	16 Gd. Prunella Viburnum	16 Gd. Prunella Viburnum
17 Gd. Prunella Viburnum	17 Gd. Prunella Viburnum	17 Gd. Prunella Viburnum	17 Gd. Prunella Viburnum
18 Gd. Prunella Viburnum	18 Gd. Prunella Viburnum	18 Gd. Prunella Viburnum	18 Gd. Prunella Viburnum
19 Gd. Prunella Viburnum	19 Gd. Prunella Viburnum	19 Gd. Prunella Viburnum	19 Gd. Prunella Viburnum
20 Gd. Prunella Viburnum	20 Gd. Prunella Viburnum	20 Gd. Prunella Viburnum	20 Gd. Prunella Viburnum
21 Gd. Prunella Viburnum	21 Gd. Prunella Viburnum	21 Gd. Prunella Viburnum	21 Gd. Prunella Viburnum
22 Gd. Prunella Viburnum	22 Gd. Prunella Viburnum	22 Gd. Prunella Viburnum	22 Gd. Prunella Viburnum
23 Gd. Prunella Viburnum	23 Gd. Prunella Viburnum	23 Gd. Prunella Viburnum	23 Gd. Prunella Viburnum
24 Gd. Prunella Viburnum	24 Gd. Prunella Viburnum	24 Gd. Prunella Viburnum	24 Gd. Prunella Viburnum
25 Gd. Prunella Viburnum	25 Gd. Prunella Viburnum	25 Gd. Prunella Viburnum	25 Gd. Prunella Viburnum
26 Gd. Prunella Viburnum	26 Gd. Prunella Viburnum	26 Gd. Prunella Viburnum	26 Gd. Prunella Viburnum



Ironwood Planning

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(Cell) 480-460-7548
2380 N. 15TH DR.
Phoenix, AZ 85016
CRAIG@IRONWOODPLANNING.COM

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Landscape Improvement Plans
BELL POINTE II SOUTH
SUITE 100
Kerry Riser
P.O. Box 45000 Phoenix, AZ 85064
Phone: 602-251-1542

Project Number	000000
Project Name	000000
Project Location	000000
Project Date	000000
Project Status	000000
Project Budget	000000
Project Owner	000000
Project Manager	000000
Project Designer	000000
Project Engineer	000000
Project Architect	000000
Project Contractor	000000
Project Subcontractor	000000
Project Supplier	000000
Project Installer	000000
Project Maintainer	000000
Project Operator	000000
Project User	000000
Project Visitor	000000
Project Guest	000000
Project Customer	000000
Project Client	000000
Project Patron	000000
Project Benefactor	000000
Project Donor	000000
Project Sponsor	000000
Project Patron	000000
Project Benefactor	000000
Project Donor	000000
Project Sponsor	000000



PLANTING PLAN

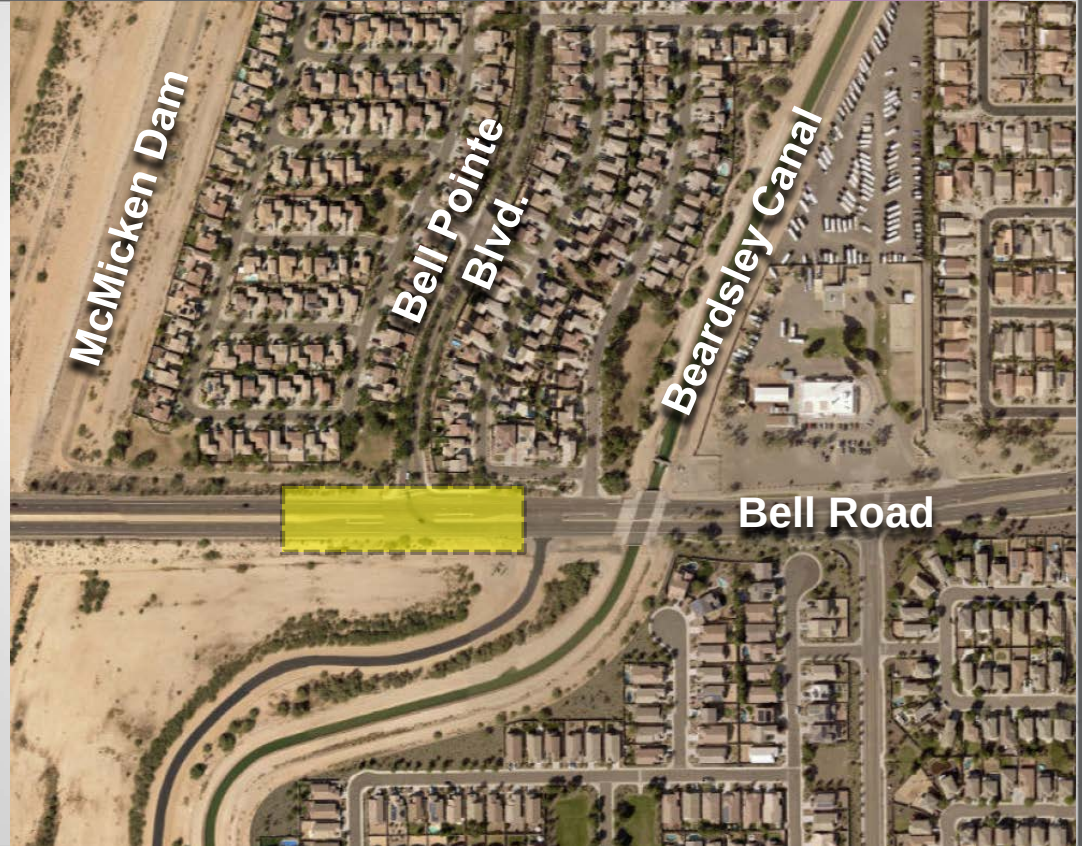
PL-02



INTERSECTION CONCERNS

Recent Activity

- Police reports do not show any accidents from 1/1/13 - 6/16/17.
- Night time field review performed. Median and signs are clearly visible from all directions.
- MCDOT cleared overgrown vegetation from the median.
- Paint and reflectors for medians were refreshed last month.
- Bike lane will be narrowed in FY18 to discourage drivers from using it as a vehicular lane.



INTERSECTION CONCERNS

Future Considerations

- An eastbound acceleration lane would not fit due the proximity of the eastern driveways and turn lanes.
- Volumes and accidents do not warrant a traffic signal.
- Sight distance isn't an issue.
- Coordination with MCDOT can be made to install early warning signs.
- Coordination between the County and Surprise PD will need to occur to address speeders through an enforcement campaign.





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

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

Council Meeting Date:	September 5, 2017	Contact Person:	Robert Kuhfuss - Community Development
Submitting Department:	CD	District:	6
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled "Re-Plat of Marley Park Parcels 15 & 16" dated August 3, 2017, generally north of Cactus Road and east of Bullard Avenue.

Motion:

I move to approve the Final Plat entitled "Re-plat of Marley Park Parcels 15 & 16" dated August 3, 2017.

Background:

Marley Park Phase II, LLC, submitted a request for a Re-Plat of Marley Park Parcels 15 & 16 generally north of Cactus Road and east of Bullard Avenue. The developers are burdened with the annual performance bond premiums, which will impede their ability to sell the land with a positive margin.

Objective Analysis:

This Re-Plat will allow the applicant to abandon certain lots, tracts, and easements created by the previous Final Plat.

Policy Compliant:

This proposal meets all relevant policies of the City of Surprise.

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 - FS17-311 MARLEY PARK PHASE PARCEL 15 AND 16 FINAL PLAT - Staff Report](#)
 - ☐ [01 - FS17-311 Marley Park Phase 3 Parcel 15 and 16 Final Plat](#)
-

Case: **FS17-311**

Project Name: Marley Park Phase 3 Parcel 15 and 16 Final Plat

Council District: 6

City Council Date: **September 5, 2017**

Planner: Robert Kuhfuss

Owner: Marley Park Phase II, LLC

Applicant: Dave Nilsen

Request: Re-Plat of Marley Park Parcels 15 & 16

Site Location: Generally north of Cactus Road and east of Bullard Avenue

Site Size: 68.94 acres (approx.)

Density: Not applicable

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

Support/Opposition: None known

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Marley Park PAD.

Alternative Actions: **Approval** of the requested Final Plat will allow the applicant to dissolve the interior lotting.

Denial of the requested Final Plat will prevent the applicant from dissolving the interior lotting.

44 **PROJECT DESCRIPTION:**

45
46 Marley Park Phase II, LLC, seeks approval of a Re-plat of Marley Park Parcels 15 and 16. As
47 stated in the Final Plat, the purpose of the Re-plat is to allow the applicant to abandon certain
48 lots, tracts, and easements created by the previous Final Plat. With the current plat and
49 improvement plans in place, the developer is burdened with annual performance bond
50 premiums, which impedes their ability to eventually sell land with a positive margin. The site is
51 located north of Cactus Road, east of Bullard Avenue on currently vacant land. Immediately to
52 the north of the subject site is Marley Park Phase 4 and 5, while Copper Canyon Ranch is
53 located to the south.

54
55 **BACKGROUND:**

56
57 **October 25, 2000:** The City Council approved the original Marley Park PAD under case PAD00-091.

58
59 **September 26, 2002:** The City Council approved a Major PAD Amendment under case PADA02-
60 104.

61
62 **March 23, 2006:** The City Council approved a Major PAD Amendment under case PADA06-027.

63
64 **June 25, 2013:** The City Council approved a Final Plat Phase 3 for Parcel 15 and 16 under case FS13-
65 152.

66
67 **June 20, 2017:** The applicant filed a request for the subject case.

68
69 **REVIEWING AGENCIES:**

70
71 In addition to the standard city reviewing agencies, who indicate no objections to the requests,
72 Luke Air force Base, Maricopa Water District, Flood Control District and ADOT were included in the
73 routing of this case and express no concerns.

74
75 **Attachments:**

76
77 01 Vicinity Map (1 page)
78 02 Case Map (1 page)
79 03 Final Plat (2 pages)

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF MARLEY PARK PHASE II LLC AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF MARLEY PARK PHASE II LLC

100 YEAR ASSURED WATER SUPPLY LANGUAGE

1. THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS No. 2010-012, SIGNED ON 9-29-2010, DECISION AND ORDER NUMBER 86-002344.001, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

NOTES

2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE EASEMENTS EXCEPT WOOD, WIRE, OR REMOVABLE SECTION FENCING AND OR PAVING. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY OWNED IMPROVEMENTS OR UTILITIES, OTHER THAN THE EXCEPTIONS LISTED ABOVE.
4. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES IN ACCORDANCE WITH THE WADDELL P.A.D., AS AMENDED.
5. RIGHTS-OF-WAY AND EASEMENTS OUTSIDE THE PLATTED BOUNDARY ARE FROM AVAILABLE PUBLIC RECORDS AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY; NO WARRANTY IS EXPRESSED OR IMPLIED.
6. PURSUANT TO A.R.S. §42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
7. IN ACCORDANCE WITH ARS 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. MARLEY PARK PHASE II LLC HEREBY 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 THIS PLAT, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.
9. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
10. THE PROPERTY DEPICTED ON THE PLAT IS LOCATED WITHIN AN AREA DESIGNATED AS OTHER FLOOD AREAS ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1680 J, 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.
11. ANY EASEMENT RIGHTS RESERVED HEREIN TO MARLEY PARK PHASE II LLC MAY BE ASSIGNED, IN WHOLE OR IN PART, TO MARLEY PARK COMMUNITY ASSOCIATION, INC. UPON ANY SUCH ASSIGNMENT, MARLEY PARK PHASE II LLC SHALL BE FULLY RELEASED FROM ANY LIABILITIES OR OBLIGATIONS THEREAFTER ARISING WITH RESPECT TO THE EXERCISE OF OR FAILURE TO EXERCISE SUCH EASEMENT RIGHTS, AND ALL ASSOCIATED LIABILITIES AND OBLIGATIONS.
12. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2 INCH REBAR AND CAP OR TAG BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THE PLACEMENT.

PUBLIC NOTICE

13. 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

14. MARLEY PARK PHASE II LLC DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN THE 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.

TEMPORARY ACCESS EASEMENT

15. MARLEY PARK PHASE II LLC DOES HEREBY DEDICATE A TEMPORARY ACCESS EASEMENT ACROSS LOT 1 PLATTED FOR THE USE AND BENEFIT OF THE CITY OF SURPRISE TO ACCESS THE WELL SITE DESCRIBED IN DOCUMENT NO. 2009-0346558, M.C.R.; HEREON. THIS EASEMENT WILL TERMINATE UPON THE RE-PLAT OF MARLEY PARK PARCELS 15 AND 16 AND APPROVAL OF LOT 1, UPON THE CONDITION THAT A NEW EASEMENT WILL PROVIDE ACCESS FROM BULLARD AVENUE OR A FUTURE RIGHT-OF-WAY.

DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 16, A 3-INCH BRASS CAP FLUSH IN CONCRETE STAMPED RLS 27239, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION, A 2-INCH ALUMINUM CAP IN PAVEMENT STAMPED RLS 27239, BEARS SOUTH 00°04'59" WEST (BASIS OF BEARING), A DISTANCE OF 2627.11 FEET; THENCE ALONG THE WEST LINE OF SAID SECTION 16, SOUTH 00°04'59" WEST, A DISTANCE OF 47.05 FEET;

FINAL PLAT
FOR
RE-PLAT OF MARLEY PARK PARCELS 15 AND 16
DESCRIPTION CONTINUED

THENCE LEAVING SAID WEST LINE, SOUTH 89°55'01" EAST, A DISTANCE OF 94.99 FEET, THE NORTHEAST CORNER OF MARLEY PARK PARCELS 15 AND 16 AS SHOWN ON FINAL PLAT, RECORDED IN BOOK 1193, PAGE 40, MARICOPA COUNTY RECORDS (M.C.R.) AND TO THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID MARLEY PARK PARCELS 15 AND 16 SOUTH 88°41'21" EAST, A DISTANCE OF 437.03 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 2833.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 15°49'43", A DISTANCE OF 782.65 FEET;

THENCE SOUTH 60°14'27" EAST, A DISTANCE OF 28.54 FEET, TO THE NORTHEAST CORNER OF SAID MARLEY PARK PARCELS 15 AND 16;

THENCE ALONG THE EAST LINE OF SAID MARLEY PARK PARCELS 15 AND 16, SOUTH 15°45'42" EAST, A DISTANCE OF 85.89 FEET, TO THE NORTHEAST CORNER OF TRACT D16 AS SHOWN ON SAID MARLEY PARK PARCELS 15 AND 16;

THENCE ALONG THE NORTH LINE OF SAID TRACT D16 AND LOT 16059 AS SHOWN ON SAID MARLEY PARK PARCELS 15 AND 16, SOUTH 74°14'18" WEST, A DISTANCE OF 150.72 FEET, TO THE NORTHWEST CORNER OF SAID LOT 16059;

THENCE ALONG THE WEST LINE OF LOTS 16059 THRU 16072, INCLUSIVE, AS SHOWN ON SAID MARLEY PARK PARCELS 15 AND 16, SOUTH 12°31'38" EAST, A DISTANCE OF 73.22 FEET;

THENCE SOUTH 04°13'15" EAST, A DISTANCE OF 67.02 FEET;

THENCE SOUTH 00°01'08" WEST, A DISTANCE OF 925.49 FEET, TO THE NORTH LINE OF LOT 16074 AS SHOWN ON FINAL PLAT FOR MARLEY PARK PHASE 3 MODEL COMPLEX, RECORDED IN BOOK 1193, PAGE 39, M.C.R.;

THENCE ALONG THE NORTH LINE OF LOT 16074, 16073 AND TRACT C16 AS SHOWN ON SAID MARLEY PARK PHASE 3 MODEL COMPLEX, SOUTH 89°58'52" EAST, A DISTANCE OF 150.00 FEET TO THE NORTH EAST CORNER OF SAID TRACT C16;

THENCE ALONG THE EAST LINE OF SAID TRACT C16, SOUTH 00°01'08" WEST, A DISTANCE OF 120.00 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 10.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 15.71 FEET, TO A POINT OF INTERSECTION WITH A TANGENT LINE;

THENCE ALONG THE SOUTH LINE OF SAID TRACT C17, LOTS 16073 AND 16074, AND THE SOUTH LINE OF LOTS 16075 OF SAID MARLEY PARK PHASE 3 MODEL COMPLEX, NORTH 89°58'52" WEST, A DISTANCE OF 195.85 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 16075 AND THE EASTERLY LINE OF LOTS 16076 AND 16077 OF SAID MARLEY PARK PHASE 3 MODEL COMPLEX AND ALONG SAID CURVE, HAVING A RADIUS OF 62.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 97.39 FEET, TO A POINT OF INTERSECTION WITH A TANGENT LINE;

THENCE SOUTH 00°01'08" WEST, A DISTANCE OF 23.20 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 10.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°03'51", A DISTANCE OF 15.72 FEET, TO THE SOUTHEAST CORNER OF LOT 16077 AS SHOWN ON SAID MARLEY PARK PHASE 3 MODEL COMPLEX AND A POINT OF INTERSECTION WITH A TANGENT LINE;

THENCE ALONG THE SOUTH LINE OF SAID LOT 16077, NORTH 89°55'01" WEST, A DISTANCE OF 119.99 FEET, TO THE SOUTHWEST CORNER THEREOF;

THENCE LEAVING SAID SOUTH LINE, SOUTH 00°01'08" WEST, A DISTANCE OF 52.00 FEET, TO THE NORTH LINE OF LOT 15015 OF SAID MARLEY PARK PARCELS 15 AND 16;

THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF LOT 15104 OF SAID MARLEY PARK PHASE 3 MODEL COMPLEX, SOUTH 89°55'01" EAST, A DISTANCE OF 120.01 FEET, TO NORTHEAST CORNER THEREOF AND THE BEGINNING OF A CURVE;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 15104, SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 10.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 89°56'09", A DISTANCE OF 15.70 FEET, TO A POINT OF INTERSECTION WITH A TANGENT LINE;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 15104, SOUTH 00°01'08" WEST, A DISTANCE OF 39.80 FEET, TO THE BEGINNING OF A CURVE;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 15104 AND THE NORTHERLY LINE OF LOTS 15103 AND 15102 OF SAID MARLEY PARK PHASE 3 MODEL COMPLEX, SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 62.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 97.39 FEET, TO A POINT OF INTERSECTION WITH A TANGENT LINE;

THENCE ALONG THE NORTH LINE OF SAID LOT 15102 AND THE NORTH LINE OF LOT 15101 AND TRACT D15, TRACT F17, LOTS 17013 THRU 17018, INCLUSIVE OF SAID MARLEY PARK PHASE 3 MODEL COMPLEX, SOUTH 89°58'52" EAST, A DISTANCE OF 537.10 FEET, TO THE NORTHEAST CORNER OF SAID LOT 17018;

THENCE ALONG THE EAST LINE OF SAID LOT 17018, SOUTH 00°01'08" WEST, A DISTANCE OF 120.00 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 17018;

THENCE ALONG THE SOUTH LINE OF LOTS 17018 AND 17017 NORTH 89°58'52" WEST, A DISTANCE OF 108.00 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 17017;

THENCE ALONG THE SOUTH LINE OF SAID LOTS 17016 AND 17015, SOUTH 82°41'05" WEST, A DISTANCE OF 101.83 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 17015;

THENCE ALONG THE SOUTH LINE OF SAID LOTS 17014 AND 17013 AND TRACT F17, NORTH 89°58'52" WEST, A DISTANCE OF 153.75 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT F17

THENCE ALONG THE WEST LINE OF SAID TRACT F17, NORTH 00°01'08" EAST, A DISTANCE OF 13.00 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89°58'52" WEST, A DISTANCE OF 69.00 FEET TO THE NORTHEAST CORNER OF TRACT D15 OF SAID MARLEY PARK PARCELS 15 AND 16;

THENCE ALONG THE EAST LINE OF SAID TRACT D15, SOUTH 00°01'08" WEST, A DISTANCE OF 120.00 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 10.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 15.71 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT D15 AND A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE LEAVING SAID EAST LINE, SOUTH 00°01'08" WEST, A DISTANCE OF 52.00 FEET, TO THE NORTH LINE OF LOT 15052 OF SAID MARLEY PARK PARCELS 15 AND 16;

THENCE ALONG SAID NORTH LINE, NORTH 89°58'52" WEST, A DISTANCE OF 110.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 15052;

THENCE ALONG THE WEST LINE OF LOTS 15052 THRU 15043, INCLUSIVE, OF SAID MARLEY PARK PARCELS 15 AND 16, SOUTH 00°01'08" WEST, A DISTANCE OF 620.00 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 15043;

THENCE ALONG THE SOUTH LINE OF SAID LOT 15043, SOUTH 89°58'52" EAST, A DISTANCE OF 120.00 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 15043;

THENCE ALONG THE EAST LINE OF SAID MARLEY PARK PARCELS 15 AND 16, SOUTH 00°01'08" WEST, A DISTANCE OF 90.04 FEET, TO THE SOUTHEAST CORNER OF SAID MARLEY PARK PARCELS 15 AND 16;

THENCE ALONG THE SOUTHERLY LINE OF SAID MARLEY PARK PARCELS 15 AND 16, SOUTH 45°24'38" WEST, A DISTANCE OF 28.09 FEET;

THENCE NORTH 89°11'53" WEST, A DISTANCE OF 1170.27 FEET;

THENCE NORTH 44°33'27" WEST, A DISTANCE OF 56.92 FEET, TO THE SOUTHWEST CORNER OF SAID MARLEY PARK PARCELS 15 AND 16;

DESCRIPTION CONTINUED

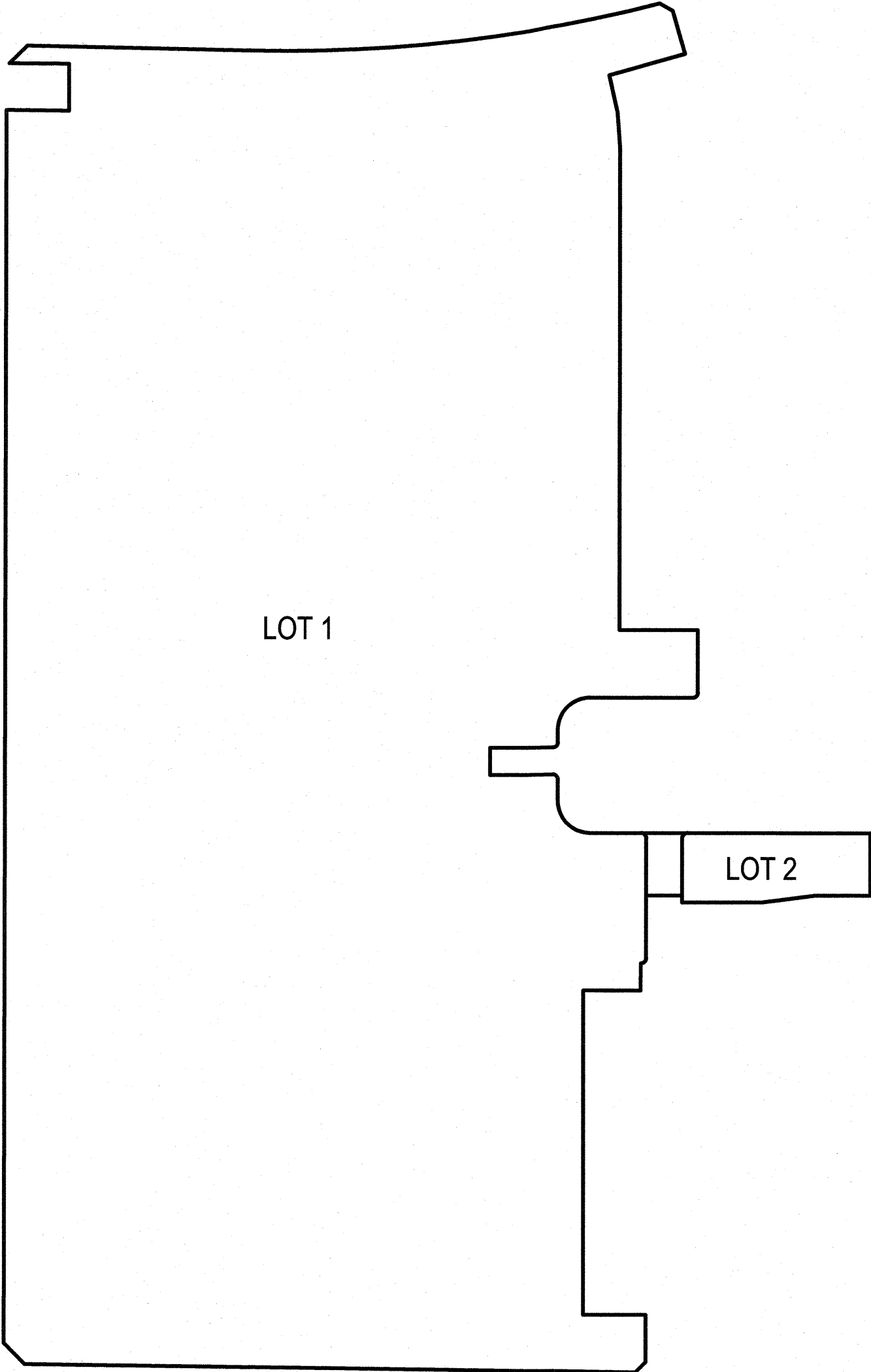
THENCE LEAVING SAID SOUTHERLY LINE, ALONG THE WESTERLY LINE OF SAID MARLEY PARK PARCELS 15 AND 16, NORTH 00°04'59" EAST, A DISTANCE OF 2362.19 FEET, TO THE SOUTHWEST CORNER OF MARLEY PARK WELL SITE DESCRIBED IN DOCUMENT NO. 2009-0346558, M.C.R.;

THENCE LEAVING SAID WESTERLY LINE, ALONG THE SOUTH LINE OF SAID MARLEY PARK WELL SITE, SOUTH 89°16'50" EAST, A DISTANCE OF 120.00 FEET, TO THE SOUTHEAST CORNER THEREOF;

THENCE LEAVING SAID SOUTH LINE, ALONG THE EAST LINE OF SAID MARLEY PARK WELL SITE, NORTH 00°04'59" EAST, A DISTANCE OF 90.00 FEET, TO THE NORTHEAST CORNER THEREOF;

THENCE LEAVING SAID EAST LINE, ALONG THE NORTH LINE OF SAID MARLEY PARK WELL SITE, NORTH 89°16'50" WEST, A DISTANCE OF 114.36 FEET, TO THE NORTHWEST CORNER THEREOF;

THENCE LEAVING SAID NORTH LINE, ALONG THE WESTERLY LINE OF SAID MARLEY PARK PARCELS 15 AND 16, NORTH 45°41'49" EAST, A DISTANCE OF 48.07 FEET, TO THE POINT OF BEGINNING.

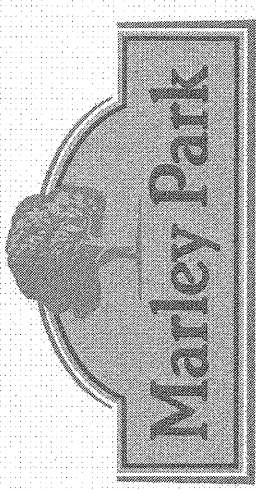


KEY MAP

N.T.S.

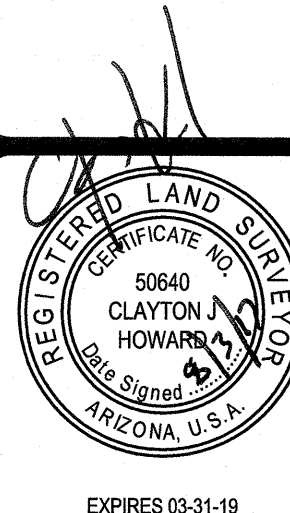
AREA TABLE

	AREA SQUARE FEET	AREA ACRES
LOT 1	2,948,798	67.6951
LOT 2	45,924	1.0543
RIGHT-OF-WAY	8,323	0.1911



WOOD/PATEL
LAND DEVELOPMENT • WATER RESOURCES
TRANSPORTATION / TRAFFIC
WATERWAYS / FLOODING
CONSTRUCTION MANAGEMENT
(602) 335-8500
PHOENIX • MESA

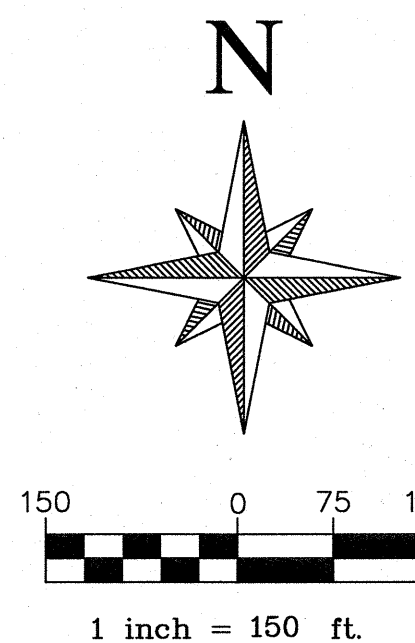
MARLEY PARK
SURPRISE, AZ.
RE-PLAT OF MARLEY PARK PARCELS 15 AND 16



DRAWN	CLL
CHECKED	CJH
DATE	08/03/17
SCALE	N.T.S.
JOB NO.	WP#123889
SHEET	2 OF 4

T:\2017\23889\WP#123889\REF02.DWG

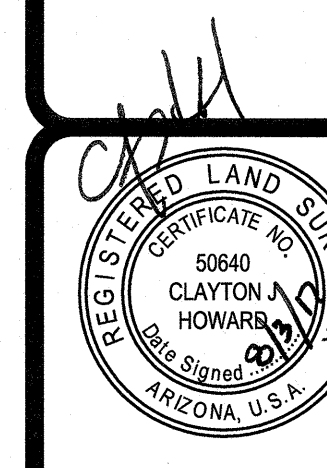
FINAL PLAT
FOR
RE-PLAT OF MARLEY PARK PARCELS 15 AND 16



WOOD/PATEL
LAND DEVELOPMENT • WATER RESOURCES
TRANSPORTATION / TRAFFIC
WATER / WASTEWATER • SURVEYING
CONSTRUCTION MANAGEMENT
(602) 335-8500
PHOENIX • MFSA

MARLEY PARK SURPRISE, AZ.

BE-PJ AT QE MARI EY PARK PARCELS 15 AND 16



DRAWN	CL
CHECKED	CJ
DATE	08/03/11
SCALE	1"=150'
JOB NO.	WP#12388
SHEET	

3 OF 4

LEGEND

- | | |
|---------|---|
| △ | CORNER OF THIS SUBDIVISION SET SURVEY MONUMENT W/ R.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED |
| ● | BRASS CAP FLUSH, OTHERWISE NOTED |
| AC. | ACRES |
| A.E. | ACCESS EASEMENT |
| A.H. | ABANDONED HEREON |
| BK. | BOOK |
| B.C.F. | BRASS CAP FLUSH |
| C.O.S. | CITY OF SURPRISE |
| C4 | PROPERTY LINE — CURVE TABLE ITEM |
| DOC. | DOCUMENT |
| EX. | EXISTING |
| FD. | FOUND |
| F.P.1 | BK. 1193, PG. 40, M.C.R. |
| F.P.2 | BK. 1193, PG. 39, M.C.R. |
| L4 | PROPERTY LINE — LINE TABLE ITEM |
| M.C.R. | MARICOPA COUNTY RECORDS |
| M.O.D.1 | BK. 1193, PG. 38, M.C.R. |
| M.O.D.2 | BK. 1193, PG. 41, M.C.R. |
| M.O.D.3 | BK. 699, PG. 29, M.C.R. |
| M.O.D.4 | BK. 839, PG. 39, M.C.R. |
| R/W | RIGHT-OF-WAY |
| SQ. FT. | SQUARE FEET |
| PG. | PAGE |

-  SUBDIVISION BOUNDARY
 CENTERLINE
 SECTION LINE
 RIGHT-OF-WAY LINE

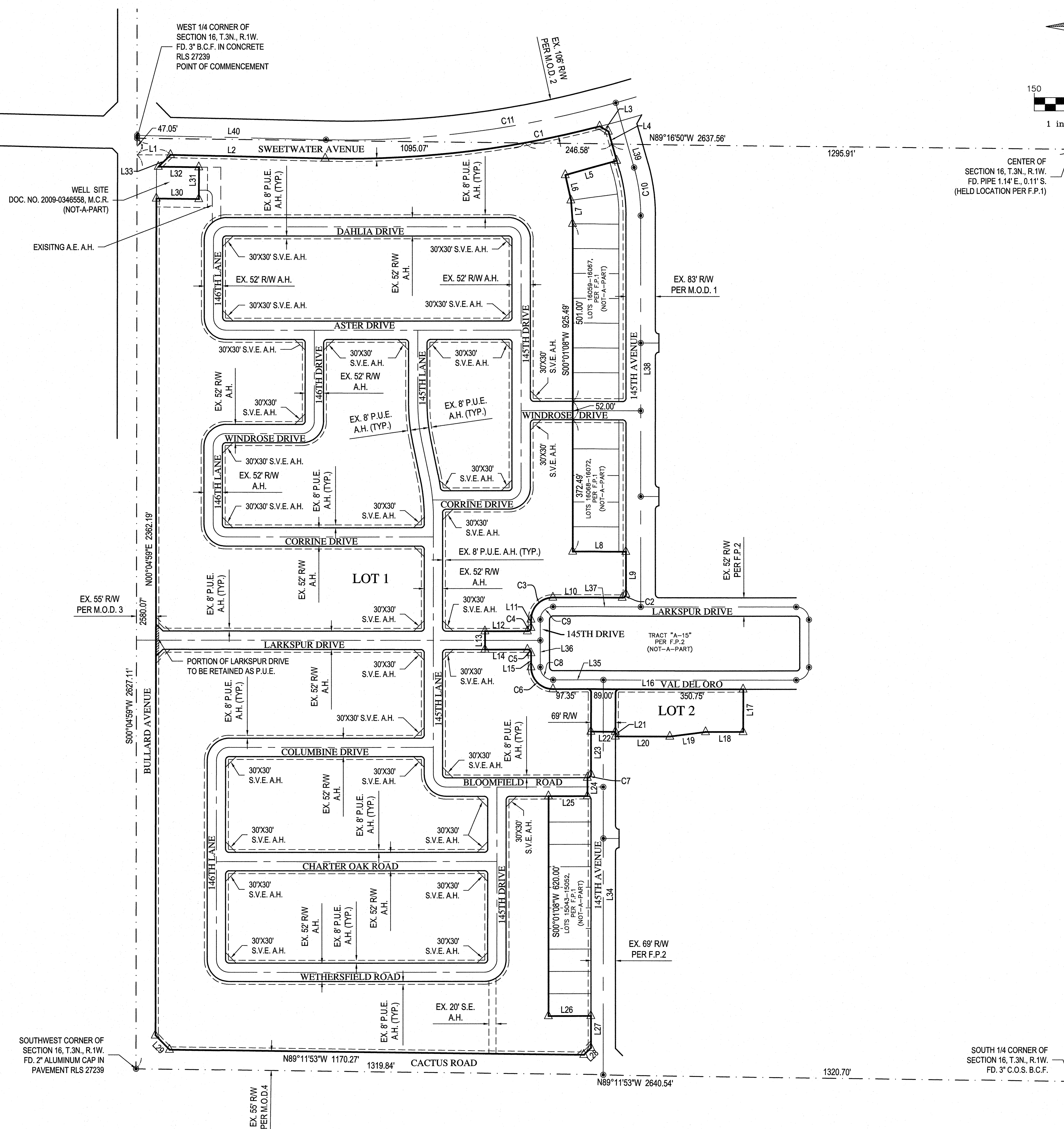
CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	15°49'43"	2833.00'	782.65'	N83°23'47.13"E	780.17
C2	90°00'00"	10.00'	15.71'	N45°01°08.42"E	14.14
C3	90°00'00"	62.00'	97.39'	S45°01°08.42"W	87.68
C4	90°03'51"	10.00'	15.72'	N45°03'03.68"E	14.15
C5	89°56'09"	10.00'	15.70'	N44°56'56.32"W	14.13
C6	90°00'00"	62.00'	97.39'	S44°58'51.58"E	87.68
C7	90°00'00"	10.00'	15.71'	N45°01°08.42"E	14.14
C8	90°00'00"	36.00'	56.55'	S44°58'51.58"E	50.91
C9	90°00'00"	36.00'	56.55'	S45°01°08.42"W	50.91
C10	15°46'51"	500.00'	137.71'	N7°52°16.93"W	137.28
C11	18°18'59"	2780.00'	888.71'	N82°09'09.33"E	884.93

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°55'01"E	94.99'
L2	S88°41'21"E	437.03'
L3	S60°14'27"E	28.54'
L4	S15°45'42"E	85.89'
L5	S74°14'18"W	150.72'
L6	S12°31'38"E	73.22'
L7	S04°13'15"E	67.02'
L8	S89°58'52"E	150.00'
L9	S00°01'08"W	120.00'
L10	N89°58'52"W	195.85'
L11	S00°01'08"W	23.20'
L12	N89°55'01"W	119.99'
L13	S00°01'08"W	52.00'
L14	S89°55'01"E	120.01'
L15	S00°01'08"W	39.80'
L16	S89°58'52"E	537.10'

LINE TABLE		
LINE	BEARING	DISTANCE
L17	S00°01'08"W	120.00'
L18	N89°58'52"W	106.00'
L19	S82°41'05"W	101.83'
L20	N89°58'52"W	153.75'
L21	N00°01'08"E	13.00'
L22	N89°58'52"W	69.00'
L23	S00°01'08"W	120.00'
L24	S00°01'08"W	52.00'
L25	N89°58'52"W	110.00'
L26	S89°58'52"E	120.00'
L27	S00°01'08"W	90.04'
L28	S45°24'38"W	28.09'
L29	N44°33'27"W	56.92'
L30	S89°16'50"E	120.00'
L31	N00°04'59"E	90.00'
L32	N89°16'50"W	114.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L33	N45°41'49"E	48.07'
L34	N00°01'08"E	1,113.52'
L35	S89°58'52"E	141.85'
L36	N00°01'08"E	135.00'
L37	S89°58'52"E	247.35'
L38	S00°01'08"W	1,105.87'
L39	S15°45'42"E	190.00'
L40	S88°41'21"E	533.20'

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
EL41	S89°58'52"E	24.00'
EL42	S00°04'59"W	114.29'
EL43	N89°16'50"W	144.00'
EL44	S00°04'59"W	24.00'



SOUTH 1/4 CORNER OF
SECTION 16, T.3N., R.1W.
FD. 3rd C.O.S. B.C.F.

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF MARLEY PARK PHASE II LLC AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF MARLEY PARK PHASE II LLC

LEGEND

- △ CORNER OF THIS SUBDIVISION SET SURVEY MONUMENT W/ R.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED
- BRASS CAP FLUSH, OTHERWISE NOTED
- AC. ACRES
- A.E. ACCESS EASEMENT
- A.H. ABANDONED HEREON
- BK. BOOK
- B.C.F. BRASS CAP FLUSH
- C.O.S. CITY OF SURPRISE
- C4 PROPERTY LINE - CURVE TABLE ITEM
- DOC. DOCUMENT
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- M.O.D.4 BK. 839, PG. 39, M.C.R.
- R/W RIGHT-OF-WAY
- SQ. FT. SQUARE FEET
- PG. PAGE
- SUBDIVISION BOUNDARY
- CENTERLINE
- SECTION LINE
- RIGHT-OF-WAY LINE

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	15°49'43"	2833.00'	782.65'	N83°23'47.13"E	780.17'
C2	90°00'00"	10.00'	15.71'	N45°01'08.42"E	14.14'
C3	90°00'00"	62.00'	97.39'	S45°01'08.42"W	87.68'
C4	90°03'51"	10.00'	15.72'	N45°03'03.68"E	14.15'
C5	89°56'09"	10.00'	15.70'	N44°56'56.32"W	14.13'
C6	90°00'00"	62.00'	97.39'	S44°58'51.58"E	87.68'
C7	90°00'00"	10.00'	15.71'	N45°01'08.42"E	14.14'
C8	90°00'00"	36.00'	56.55'	S44°58'51.58"E	50.91'
C9	90°00'00"	36.00'	56.55'	S45°01'08.42"W	50.91'
C10	15°46'51"	500.00'	137.71'	N7°52'16.93"W	137.28'
C11	18°18'59"	2780.00'	888.71'	N82°09'09.33"E	884.93'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°55'01"E	94.99'
L2	S88°41'21"E	437.03'
L3	S60°14'27"E	28.54'
L4	S15°45'42"E	85.89'
L5	S74°14'18"W	150.72'
L6	S12°31'38"E	73.22'
L7	S04°13'15"E	67.02'
L8	S89°58'52"E	150.00'
L9	S00°01'08"W	120.00'
L10	N89°58'52"W	195.85'
L11	S00°01'08"W	23.20'
L12	N89°55'01"W	119.99'
L13	S00°01'08"W	52.00'
L14	S89°55'01"E	120.01'
L15	S00°01'08"W	39.80'
L16	S89°58'52"E	537.10'

LINE TABLE

LINE	BEARING	DISTANCE
L17	S00°01'08"W	120.00'
L18	N89°58'52"W	106.00'
L19	S82°41'05"W	101.83'
L20	N89°58'52"W	153.75'
L21	N00°01'08"E	13.00'
L22	N89°58'52"W	69.00'
L23	S00°01'08"W	120.00'
L24	S00°01'08"W	52.00'
L25	N89°58'52"W	110.00'
L26	S89°58'52"E	120.00'
L27	S00°01'08"W	90.04'
L28	S45°24'38"W	28.09'
L29	N44°33'27"W	56.92'
L30	S89°16'50"E	120.00'
L31	N00°04'59"E	90.00'
L32	N89°16'50"W	114.36'

LINE TABLE

LINE	BEARING	DISTANCE
L33	N45°41'49"E	48.07'
L34	N00°01'08"E	1,113.52'
L35	S89°58'52"E	141.85'
L36	N00°01'08"E	135.00'
L37	S89°58'52"E	247.35'
L38	S00°01'08"W	1,105.87'
L39	S15°45'42"E	190.00'
L40	S88°41'21"E	533.20'

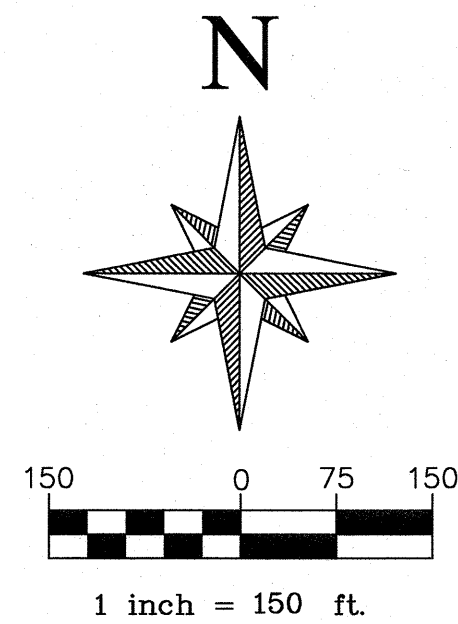
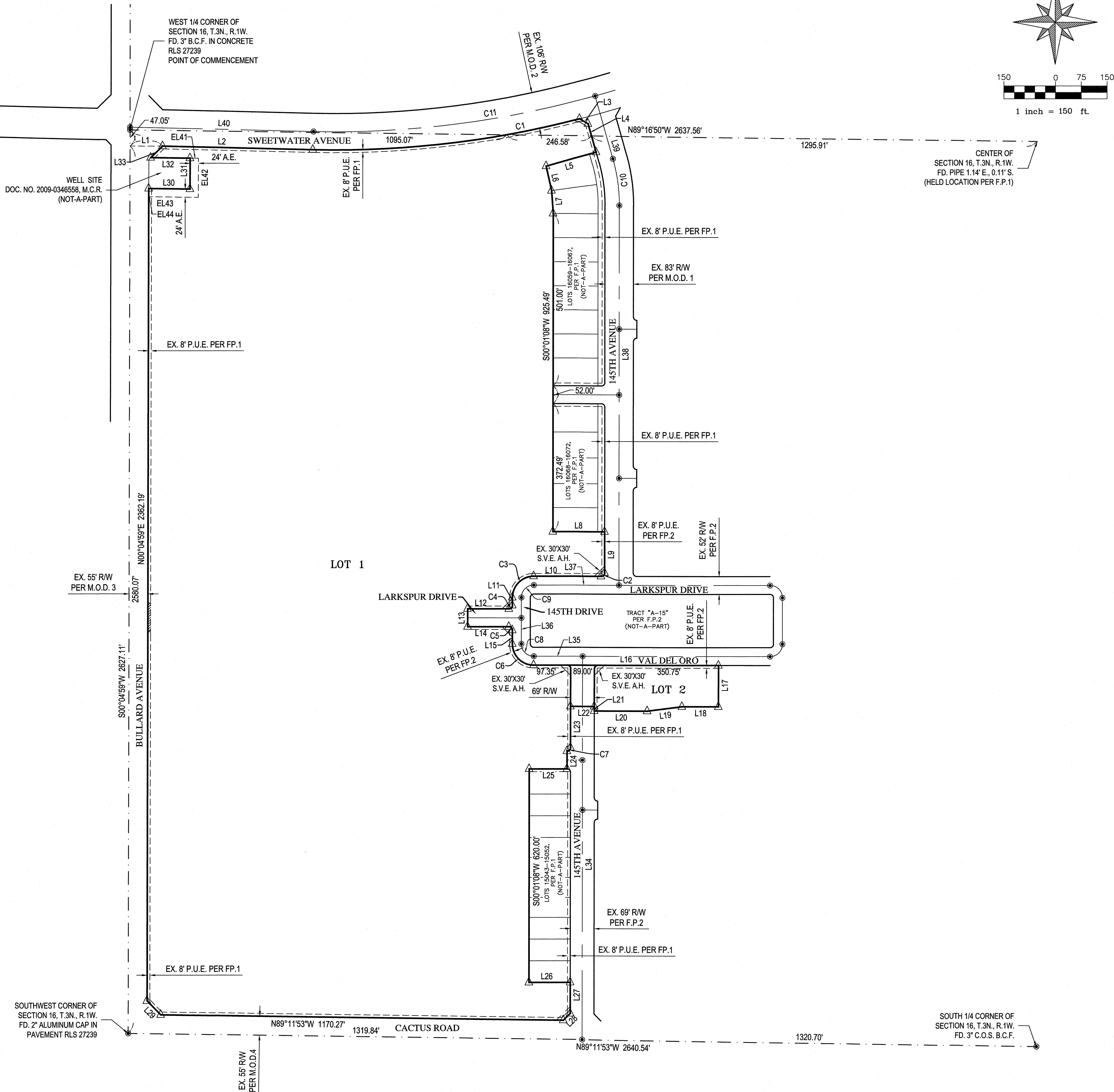
EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
EL41	S89°58'52"E	24.00'
EL42	S00°04'59"W	114.29'
EL43	N89°16'50"W	144.00'
EL44	S00°04'59"W	24.00'

SOUTHWEST CORNER OF SECTION 16, T.3N., R.1W. FD. 2" ALUMINUM CAP IN PAVEMENT RLS 27239

FINAL PLAT FOR RE-PLAT OF MARLEY PARK PARCELS 15 AND 16

WEST 1/4 CORNER OF SECTION 16, T.3N., R.1W. FD. 3" B.C.F. IN CONCRETE RLS 27239 POINT OF COMMENCEMENT



WOOD/PATEL
LAND DEVELOPMENT • WATER RESOURCES
SURVEYING • CIVIL ENGINEERING
WATER ASSESSMENT • SURVEYING
CONSTRUCTION MANAGEMENT
(602) 335-8600
PHOENIX • MESA

MARLEY PARK SURPRISE, AZ.

RE-PLAT OF MARLEY PARK PARCELS 15 AND 16



DRAWN	CLL
CHECKED	CJH
DATE	08/03/17
SCALE	1"=150'
JOB NO.	NP#123889
SHEET	4 OF 4



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

Back Print

Council Meeting Date:	September 5, 2017	Contact Person:	Robert Kuhfuss, Community Development
Submitting Department:	CD	District:	6
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled "Christopher Todd Collection at Marley Park" dated May 19, 2017, dedicating public recreation/trail and sidewalk easements for a 14.77 acre property generally located south of Old Oak Lane and west of Whisperwood Drive.

Motion:

I move to approve the Final Plat entitled "Christopher Todd Collection at Marley Park" dated May 19, 2017.

Background:

Bruce Larson of Westland Resources seeks approval of a Final Plat dedicating public recreation/trail, sidewalk, vehicle non-access, and storm drain easements. The subject property is located on approximately 14.77 gross acres of high density residential land within the Marley Park PAD south of Old Oak Lane and west of Whisperwood Drive. The Christopher Todd Collection multi-family rental community in the Marley Park PAD was approved by the Planning and Zoning Commission on August 17, 2017. As part of the site plan approval the applicant is dedicating a public recreation/trail easement for bicycling and other non-motorized forms of pedestrian access on the west side of said property from Old Oak Lane to the Marley Park City park. The Final Plat also establishes a storm drain easement on the west side of the property in exchange for abandoning the exiting one and vehicle non-access easement around the perimeter of the property with the exception of the entrance and exit of the site.

Objective Analysis:

This Final Plat will allow for the Christopher Todd Collection multi-family rental units to develop in compliance with the approved site plan.

Policy Compliant:

This Final Plat is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 FS17-164 Staff Report](#)
 - ☐ [01 – FS17-164 Vicinity Map](#)
 - ☐ [02 - FS17-164 Final Plat](#)
 - ☐ [03 - FS17-164 Site Plan](#)
-



FINAL PLAT REPORT TO THE CITY COUNCIL

1	Case:	FS17-164
2		
3	Project Name:	Christopher Todd Collection at Marley Park Final Plat
4		
5	Council District:	6
6		
7	Meeting Date:	September 5, 2017
8		
9	Planner:	Robert H. Kuhfuss, AICP
10		
11		
12	Owner:	Winifred Stevens Foundation
13		
14	Applicant:	Bruce Larson of Westland Resources, Inc.
15		
16	Request:	A Final Plat dedicating a public recreation/trail and sidewalk easements for a
17		173 dwelling unit multi-family project in the Marley Park.
18		
19	Site Location:	South side of Old Oak Lane, west of Whisperwood Drive
20		
21	Site Size:	14.77 gross acres (approx.)
22		
23	Density:	11.71 DU/Ac
24		
25	General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
26		
27	Support/Opposition:	None received on the final plat but considerable opposition received on the
28		site plan.
29		

Project Description:

Bruce Larson of Westland Resources seeks approval of a Final Plat dedicating public recreation/trail, sidewalk, vehicle non-access, and storm drain easements. The subject property is located on approximately 14.77 gross acres of high density residential land within the Marley Park PAD south of Old Oak Lane and west of Whisperwood Drive. The Christopher Todd Collection multi-family rental community in the Marley Park PAD was approved by the Planning and Zoning Commission on August 17, 2017. As part of the site plan approval the applicant is dedicating a public recreation/trail easement for bicycling and other non-motorized forms of pedestrian access on the west side of said property from Old Oak Lane to the Marley Park City park. The Final Plat also establishes a storm drain easement on the west side of the property in exchange for abandoning the exiting one and vehicle non-access easement around the perimeter of the property with the exception of the entrance and exit of the site.

Background:

October 25, 2000: The City Council approved the original Marley Park PAD under case PAD00-091.

September 26, 2002: The City Council approved a Major Amendment to the Marley Park PAD under case PADA02-104.

December 15, 2016: The subject request was discussed at a regularly scheduled Concept Review meeting under case CR16-532.

February 27, 2017: The applicant presented the project to the Marley Park Community Association.

March 30, 2017: The applicant filed a request for a Major Site Plan Review and Final Plat under case FS17-164, the subject case.

August 17, 2017: The Planning and Zoning Commission approved the Major Site Plan subject to stipulations 'a'- 'g'

Citizen Outreach:

Though not required, the applicant presented the project to the Marley Park Community Association on February 27, 2017. Numerous residents from the Marley Park community were present and voiced considerable opposition. Additional meetings between the developer, staff and Marley Park community leadership to discuss the project occurred on June 2, 2017, June 14, 2017 and August 1, 2017.

During the processing of this case, staff received numerous items of opposition. Concerns over use, traffic, density, character of development, open space, parking, and the exclusion of Section 8 housing, were expressed. The applicant revised the development proposal to address many of the concerns expressed by the community; however, the applicant feels they are unable to address all of the issues and some opposition to the proposal remains.

Analysis and Discussion:

Bruce Larson of Westland Resources seeks approval of a Final Plat dedicating public recreation/trail, sidewalk, vehicle non-access, and storm drain easements on approximately 14.77 gross acres of high density residential land within the Marley Park PAD. The proposed residential community will consist of 64 one-bedroom units and 109 two-bedroom units for a total of 173 units. The one-bedroom units will be individual freestanding buildings, while the two-bedroom units will be of a duplex configuration. All units will have a small, private fenced-in yard. The complex will be under single ownership and management; however, the development may be converted to condominiums at later date should ownership so choose.

85
86 **Reviewing Agencies:**
87

88 The subject request was routed to the standard city reviewing agencies, in addition to Luke Air Force Base,
89 Maricopa Water District, and Arizona Department of Transportation who indicate no objections to the
90 requests. The request was also routed to Flood Control District of Maricopa County, who clarified the
91 property is located on FEMA FIRM Panel # 1660 and is located within Flood Zone X. This fact is reflected on
92 the associated Final Plat.
93

94 **Summary:**
95

96 Considerable neighborhood opposition has been expressed, much of which having been addressed by the
97 applicant leading to one of the main reasons for this final plat request. Staff believes the proposed Final Plat
98 is consistent with the Marley Park PAD and approved site plan and will provide the mechanism needed to
99 allow the owners of the land to continue to build the Christopher Todd Collection at Marley Park.
100

101 **Findings:**
102

- 103
- The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - The proposed Final Plat is consistent with the Marley Park Planned Area Development (PAD) and
104 subsequent amendments.
105
 - The proposed Final Plat is consistent with the related Site Plan.
 - The reviewing agencies have indicated no objections to the request.
106
107
108
109

110 **Attachments:**
111

112 01 – FS17-164 Vicinity Map
113 02 – FS17-164 Final Plat
114 03 – FS17-164 Site Plan



Vicinity Map
FS17-164
Christopher Todd Collection
Final Plat Review



Subject Site

Waddell Road

Litchfield Road

Bullard Avenue

Reems Road

Cactus Road

Sarival Avenue

COUNTY RECORDER

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS
KNOWN ALL PERSONS BY THESE PRESENTS:

THAT CHRISTOPHER TODD MARLEY PARK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME "CHRISTOPHER TODD COMMUNITIES AT MARLEY PARK", A SUBDIVISION LOCATED IN A PORTION OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "CHRISTOPHER TODD COMMUNITIES AT MARLEY PARK", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAFA") AN AVIATION 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.

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

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

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

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

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

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

IN WITNESS WHEREOF, OWNER HAS 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.
CHRISTOPHER TODD MARLEY PARK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY _____
ITS _____

FINAL PLAT FOR

CHRISTOPHER TODD COMMUNITIES AT MARLEY PARK
A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION CONTD

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, A PUBLIC RECREATION/TRAIL EASEMENT FOR BICYCLING AND OTHER NON-MOTORIZED FORMS OF PEDISTRIAN ACCESS OVER AND ACROSS OWNER'S PROPERTY, INCLUDING THE RIGHT OF INGRESS AND EGRESS ALONG AND ACROSS THE EASEMENT PREMISES, AS SHOWN ON THIS PLAT.

THE CITY OF SURPRISE AGREES TO INDEMNIFY CHRISTOPHER TODD MARLEY PARK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE OR MEMBERS OF THE PUBLIC USING THE TRAIL PURSUANT TO THE TERMS OF THIS EASEMENT, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM THE WILLFUL, MALICIOUS OR GROSSLY NEGLIGENT CONDUCT OF CHRISTOPHER TODD MARLEY PARK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 17, A CITY OF SURPRISE BRASS CAP IN HANDHOLE, FROM WHICH THE CENTER OF SAID SECTION, A 1/2 INCH REBAR, BEARS SOUTH 00°04'03" WEST (BASIS OF BEARING), A DISTANCE OF 2634.09 FEET;

THENCE, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION, SOUTH 00°04'03" WEST, A DISTANCE OF 942.63 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD OAK LANE AS SHOWN ON THE MAP OF DEDICATION FOR MARLEY PARK PHASE 1, RECORDED IN BOOK 675 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDS (M.C.R.), SAID POINT BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE, LEAVING SAID NORTH-SOUTH MID-SECTION LINE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 3465.50 FEET, CONVEXE SOUTHERLY, WHOSE RADIUS BEARS SOUTH 00°21'16" EAST, THROUGH A CENTRAL ANGLE OF 00°03'24", A DISTANCE OF 3.42 FEET, TO THE NORTHEAST CORNER OF MARLEY PARK PARCEL 3 AS SHOWN ON THE FINAL PLAT FOR MARLEY PARK PARCEL 3, RECORDED IN BOOK 682 OF MAPS, PAGE 3, M.C.R., SAID POINT BEING A POINT OF COMPOUND CURVATURE AND THE POINT OF BEGINNING;

THENCE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 3465.50 FEET, CONVEXE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 20°16'13", A DISTANCE OF 1226.03 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE, SOUTH 24°13'17" EAST, A DISTANCE OF 56.10 FEET TO THE NORTHWESTERLY MOST CORNER OF WHISPERWOOD DRIVE AS SHOWN ON THE MAP OF DEDICATION FOR MARLEY PARK PHASE 1A (M.O.D.1), RECORDED IN BOOK 699 OF MAPS, PAGE 29, M.C.R.;

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID WHISPERWOOD DRIVE, SOUTH 21°15'15" WEST, A DISTANCE OF 320.52 FEET;

THENCE, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 89°42'07" WEST, A DISTANCE OF 1105.62 FEET TO THE SOUTHEAST CORNER OF SAID MARLEY PARK PARCEL 3;

THENCE, ALONG THE EASTERLY LINE OF SAID MARLEY PARK PARCEL 3, NORTH 00°17'53" WEST, A DISTANCE OF 564.01 FEET TO THE POINT OF BEGINNING.

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

BEFORE ME THIS _____ DAY OF _____, 2017
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF CHRISTOPHER TODD MARLEY PARK, LLC, AS OWNER, AND ACKNOWLEDGED THAT HE/SHE, AS MEMBER REPRESENTATIVE FOR CHRISTOPHER TODD MARLEY PARK, LLC, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

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. AIR STRUCTURES WITHIN THE 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

CHRISTOPHER TODD MARLEY PARK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF 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, AND ITS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING ON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT AND ANY THEREOF. OWNER HEREBY RELEASES AND INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

NOTES

SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "OTHER FLOOD AREAS ZONE X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF 10/16/2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

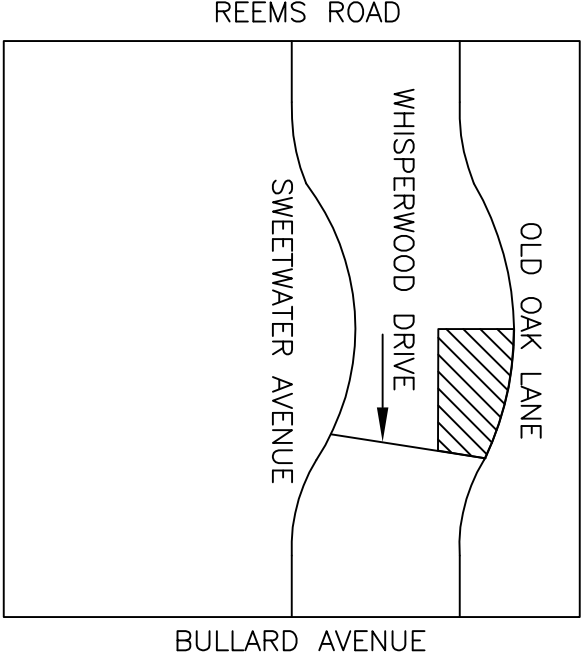
CITY OF SURPRISE ENGINEER APPROVAL

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

CITY OF SURPRISE COUNCIL APPROVAL

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

MAJOR _____ DATE _____
ATTEST: _____ CITY CLERK _____ DATE _____



VICINITY MAP

OWNER

CHRISTOPHER TODD MARLEY PARK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
2600 N 44TH STREET
SUITE A200
PHOENIX, AZ 85008

SURVEYOR

AMEC FOSTER WHEELER E&I INC.
3630 E. WIER AVENUE
PHOENIX, ARIZONA 85040
602-733-6000

BASIS OF BEARING

THE NORTH-SOUTH MID-SECTION LINE OF SECTION 17 T3N, R1W, G&SRM, WHICH BEARS N00°04'03"E ACCORDING TO MAP OF DEDICATION, BK. 675, PG 21, MCR.

AREA

AREA (LOT 1) = 562.175 SQUARE FEET OR 13.365 ACRES

ZONING

LOT ZONED PAD

CERTIFICATION

I, BRYAN L. CAMPBELL, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THIS PLAT, CONSISTING OF THREE SHEETS, WAS THE BEST AND MOST ACCURATE REPRESENTATION OF THE LAND AND MONUMENTS SHOWN ACTUALLY EXIST AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE PLAT TO BE RETRACED.

SIGNATURE _____ 5/19/17
DATE _____

BRYAN L. CAMPBELL
RIS 40622
AMEC FOSTER WHEELER E&I INC.
3630 E. WIER AVENUE
PHOENIX, ARIZONA 85040
602-733-6000

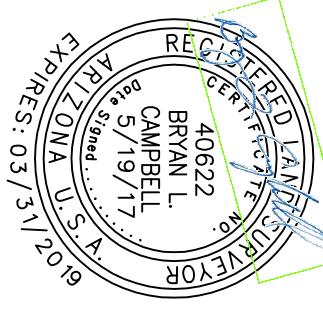
REVISIONS:



Amec Foster Wheeler
Environment & Infrastructure, Inc.
3630 E. WIER AVENUE
PHOENIX, ARIZONA 85040
PHONE: 602.733.6000
FAX: 602.733.6100

FINAL PLAT
PROJECT: **CHRISTOPHER TODD COMMUNITIES AT MARLEY PARK**
SURPRISE, ARIZONA

DRAWN BY: JRK
CHECKED BY: BLC



PROJECT NO.
2420177006

SHEET NO.

COUNTY RECORDER

FINAL PLAT FOR

CHRISTOPHER TODD COMMUNITIES AT MARLEY PARK

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

NORTH QUARTER CORNER
SECTION 17 T3N, R1W, G&SRM
FD 3" CITY OF SURPRISE
BRASS CAP IN HAND HOLE
POINT OF COMMENCEMENT

MARLEY PARK PARCEL 9
BK 795, PG 20 , M.C.R.

MARLEY PARK PARCEL 4
BK 675, PG 21, M.C.R.

OLD OAK LANE

M.O.D. BK 798, PG 39, M.C.R.

8' P.U.E.
BK 682, PG 03, M.C.R.

P.O.B. (SEE DETAIL 1 ON SHEET 3)
SIGHT VISIBILITY EASEMENT
(SEE DETAIL 2 ON SHEET 3)

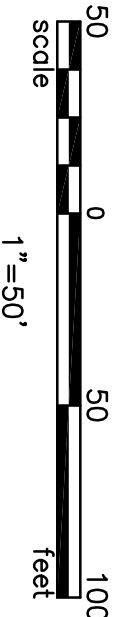
STORM DRAIN EASEMENT
BK 798, PG 39, M.C.R.
TO BE ABANDONED UPON
RECORDING OF THIS PLAT

1.00' V.N.A.E.
DEDICATE HEREON
8' P.U.E.
BK. 798, PG. 39, M.C.R.

END V.N.A.E.
(SEE DETAIL 2 ON SHEET 3)

SIGHT VISIBILITY EASEMENT
(SEE DETAIL 2 ON SHEET 3)

150th AVENUE



Line Table		
Line #	Length	Direction
L1	10.57	S5° 35' 17"W
L2	21.47	S64° 02' 59"W
L3	543.97	S0° 17' 53"E
L4	20.00	S89° 42' 22"W
L5	556.55	N0° 17' 53"W
L6	17.16	N64° 02' 59"E
L7	107.44	N89° 14' 22"W
L8	141.58	N88° 11' 31"W
L9	1.76	N0° 17' 53"W
L10	107.44	N81° 43' 26"W
L11	182.88	N80° 40' 34"W

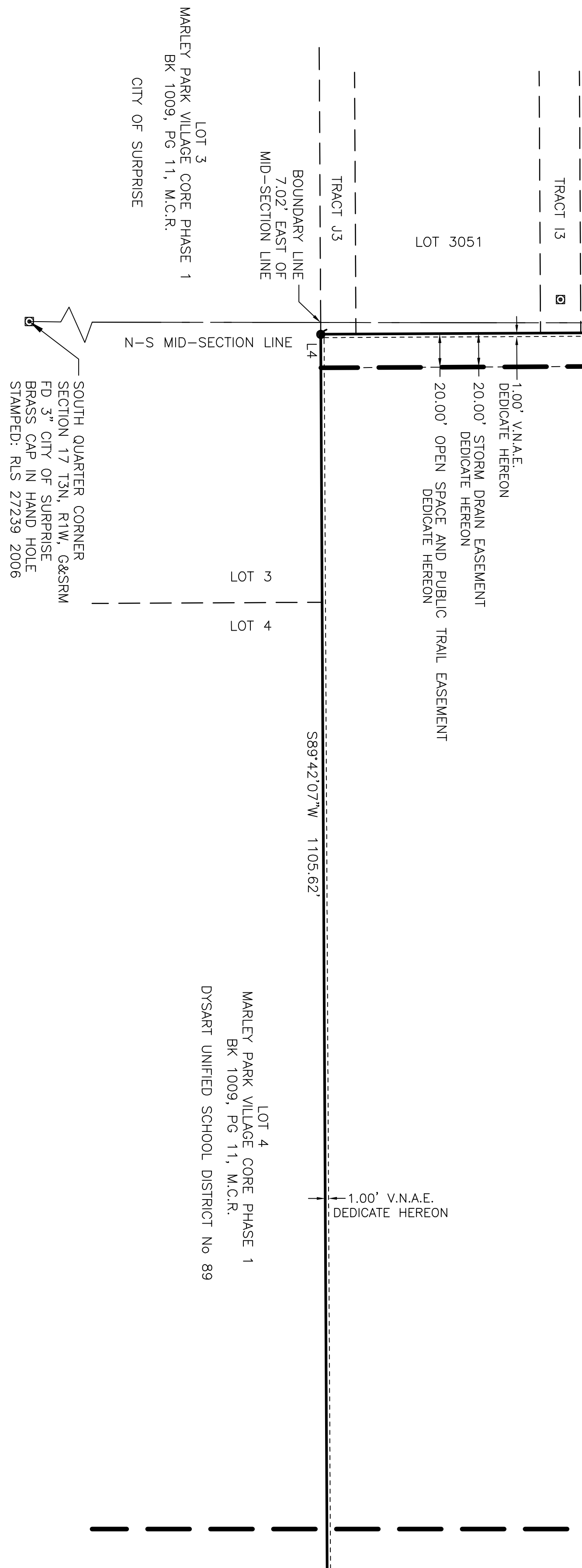
Curve Table			
Curve #	Length	Radius	Delta
C1	24.97	3465.50	0°24'46"
C2	249.13	3465.50	4°07'08"
C3	290.39	3465.50	4°48'04"

MARLEY PARK PARCEL 3
BK 682, PG 3, M.C.R.

D.O.C. 20130345072 M.C.R.
MARLEY PARK PHASE 1A M.O.D
BK 699, PG 29, M.C.R.
BK 798, PG 39, M.C.R.

LOT 1

MATCH SHEET 3



LEGEND

- M.C.R.
 - G&SRM
 - APN
 - BK, PG
 - R.O.W.
 - P.U.E.
 - V.N.A.E.
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- MARICOPA COUNTY RECORDS
GILA AND SALT RIVER MERIDIAN
ASSESSOR PARCEL NUMBER
RECORD DOCUMENT BOOK/PAGE
RIGHT-OF-WAY
PUBLIC UTILITY EASEMENT
VEHICLE NON-ACCESS EASEMENT
FND 3" CITY OF SURPRISE
BRASS CAP FLUSH
STAMPED: CITY OF SURPRISE
RIS 27239 2006
(UNLESS OTHERWISE NOTED)
FND 1/2" REBAR W/CAP RIS 27239
(UNLESS OTHERWISE NOTED)
SET 1/2" REBAR W/CAP RIS 40622
BOUNDARY LINE
PARCEL LINE
RIGHT OF WAY LINE
EASEMENT LINE

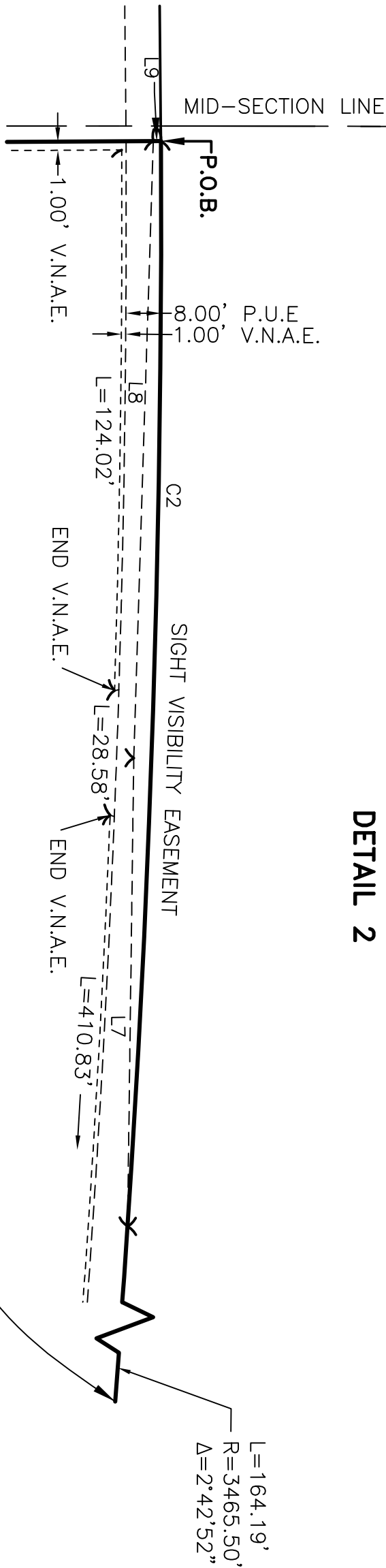
COUNTY RECORDER

FINAL PLAT FOR

CHRISTOPHER TODD COMMUNITIES AT MARLEY PARK
A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST
OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



DETAIL 2



OLD OAK LANE

M.O.D. BK 798, PG 39, M.C.R.

MARLEY PARK PARCEL 9
BK 795, PG 20, M.C.R.

52' R.O.W.

149th AVENUE

MARLEY PARK PARCEL 11
BK 795, PG 47, M.C.R.

SIGHT VISIBILITY EASEMENT

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LOT 1

DOC. 20130345072 M.C.R.

MARLEY PARK PHASE 1A MOD

BK 699, PG 29, M.C.R.

BK 798, PG 39, M.C.R.

1.00' V.N.A.E. DEDICATE HEREON

8.00' P.U.E. DEDICATE HEREON

1.00' V.N.A.E. DEDICATE HEREON

8.00' P.U.E. DEDICATE HEREON

1.00' V.N.A.E. DEDICATE HEREON

8.00' P.U.E. DEDICATE HEREON

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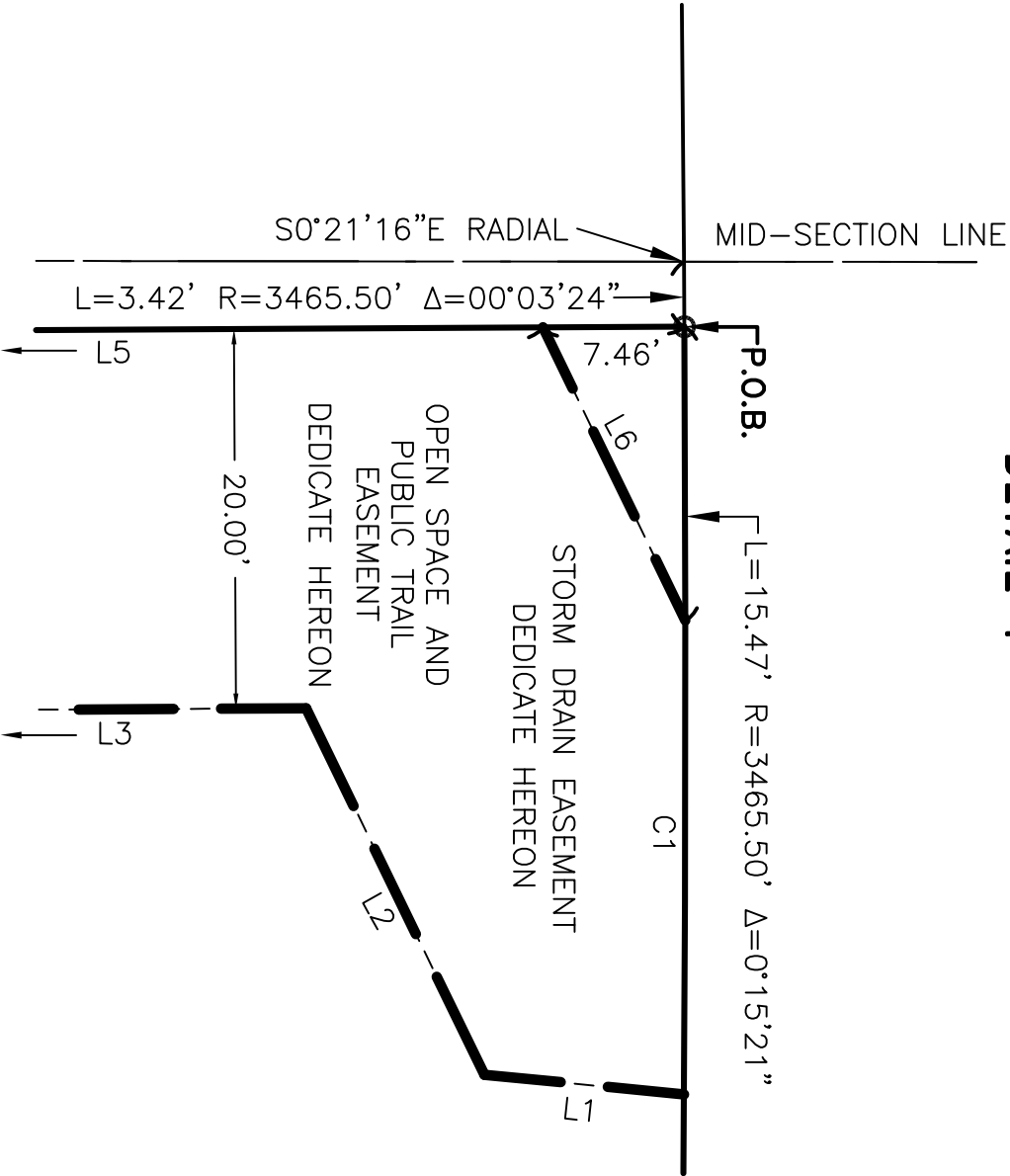
MATCH SHEET 2

WHISPERWOOD DRIVE

M.O.D. BK 699, PG 29, M.C.R.

MARLEY PARK PARCEL 12
BK 795, PG 48, M.C.R.

DETAIL 1



CHRISTOPHER TODD
COMMUNITIES AT
MARLEY PARK

SITE PLAN YIELD

GROSS ACREAGE	± 14.77 AC
NET ACREAGE	± 13.36 AC
DENSITY	11.71 DU/GROSS AC

PROJECT DATA
YIELD DATA

UNIT TYPE	YIELD	TOTAL # BEDS	MIX %
1 BEDROOM	64	64	37
2 BEDROOM	109	218	63
	173	282	100

APN NUMBER 501-39-013L

LOT COVERAGE ALLOWED PER PAD N/A
LOT COVERAGE PROVIDED (NET) 27%

CURRENT ZONING PAD
PROPOSED ZONING PAD

PARKING REQUIRED:
64 1-BEDROOM x 1.5 PARKING SPACES = 96 SPACES
109 2-BEDROOM x 2 PARKING SPACES = 218 SPACES
TOTAL PARKING REQUIRED = 314 SPACES
PARKING PROVIDED = 341 SPACES

ACCESSIBILITY PARKING:
REQUIRED PER ADA 8
PROVIDED 8

BUILDING ALLOWED HEIGHT MAX 30'-0"
ALLOWED PER PAD 1 STORY
PROVIDED 15'-6" HT

DENSITY:
ALLOWED PER PAD 22 DU/AC
PROVIDED 173 UNITS/14.77 GROSS ACRES=11.71 DU/ACRE

OPEN SPACE SUMMARY:
COMMON OPEN SPACE CALCULATION:
POOL/RAMADA 11,515 SF
PASSIVE RECREATION FIELD 16,089 SF
AMENITY OPEN SPACE (SUM) 27,604 SF
OPEN SPACE WALKING AREA 226,219 SF
TOTAL PROVIDED COMMON OPEN SPACE (SUM*) 253,823 SF
74% OF OPEN SPACE, 1,467 SF/UNIT

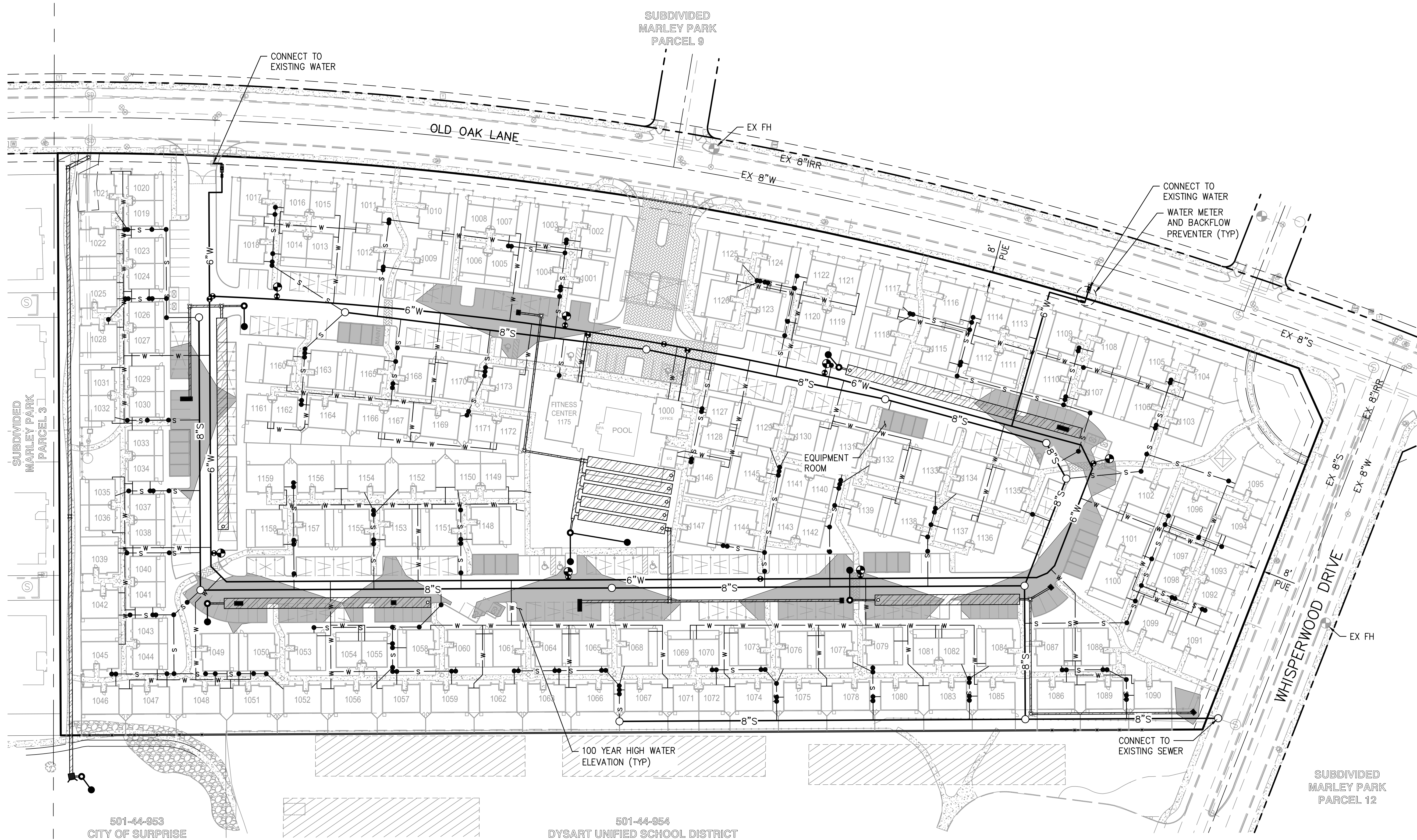
PRIVATE OPEN SPACE:
REAR YARD OPEN SPACE 70,410 SF
21% OF OPEN SPACE, 407 SF/UNIT

LANDSCAPE OPEN SPACE OUTSIDE PROJECT:
OPEN SPACE OUTSIDE PERIMETER WALL 18,506 SF
5% OF OPEN SPACE, 107 SF/UNIT

NOTE:
1. ANY PERIMETER OFF-SITE IMPROVEMENTS ARE TO BE COMPLETED WITH FIRST PHASE OF CONSTRUCTION.
2. ALL DWELLING UNITS ARE SEPARATED BY A MINIMUM OF 6' AND FIRE SPRINKLED FOR FIRE PROTECTION.
3. ALL STREET CURVES AND TURNS INTO COMMON DRIVEWAYS COMPLY WITH AASHTO SU-40.



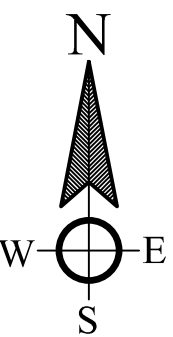
CHRISTOPHER TODD
COMMUNITIES AT
MARLEY PARK



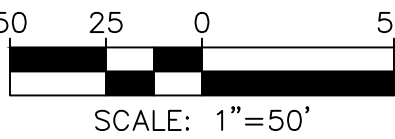
LEGEND

- FIRE HYDRANT
- TAP SLEEVE & VALVE
- PRIVATE WATERLINE
- PRIVATE 2" WATERLINE/FIRELINE
- PRIVATE SEWERLINE MAIN
- 4" PRIVATE SEWER SERVICES
- EX 8"W
- EX 8"S
- EX 8"IRR
- STORM DRAIN
- CATCH BASIN
- MANHOLE
- SEWER CLEANOUT
- WATER METER BOX
- DRYWELL
- INTERCEPTOR
- PUE
- EXISTING WATER METER
- EXISTING IRRIGATION VALVE
- EXISTING ELECTRIC TRANSFORMER
- EXISTING TELEPHONE CABINET
- EXISTING STREET LIGHT
- EXISTING UTILITY JUNCTION BOX
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE

UTILITY PLAN



2020 N. Central Avenue
Suite 695
Phoenix, Arizona 85004
(602) 888-7000
WestLand Resources





CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

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

Council Meeting Date:	September 5, 2017	Contact Person:	Vice Mayor Tande, Council Members Winters and Remley
Submitting Department:	Human Service & Community Vitality	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to the Committee on Community Outreach, Partnerships and Grants recommendations for Surprise Community Outreach Program funding for Fiscal Year 2018.

Motion:

I move to approve the funding recommendations contained in the Human Service and Community Vitality Staff Report as presented.

Background:

The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service to citizens of the City of Surprise. Fiscal year 2014 and fiscal year 2015 each had funding of \$50,000. Fiscal year 2016 allocated funding was \$50,000, with \$40,000 designated for SCOP and \$10,000 for the Neighborhood Grant Program. In Fiscal Year 17 the allocated funding was \$65,000 for SCOP and \$10,000 for the Neighborhood Grant Program.

Objective Analysis:

The Surprise Community Outreach Program was designed to provide non-profit 501(c)3 organizations with options for funding programs and/or events.

Policy Compliant:

The Surprise Community Outreach Program is consistent with city and council policies.

Financial Impact:

For FY2018, the committee's total award recommendation is \$65,000. The one-time awards are paid to agencies on a reimbursement basis upon completion of their project. The deadline for project completion and spending is June 15, 2018.

Budget Impact:

The FY2018 approved budget for the Human Service and Community Vitality Department includes a total of \$75,000 for community outreach activities; \$10,000 for the Neighborhood Grant Program and \$65,000 for the Surprise Community Outreach Program.

FTE Impact:

This item does not change the full time equivalent count.

ATTACHMENTS:

Click to download

☐ [Staff Report](#)

☐ [Presentation](#)



HUMAN SERVICE AND COMMUNITY VITALTY

Date: September 5, 2017
To: Surprise City Council
From: Seth Dyson, Director
Re: Surprise Community Outreach Program FY18

Introduction

The Surprise Community Outreach Program was designed to provide non-profit 501(c)3 organizations with options for funding programs and/or events.

Background

The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service to citizens of the City of Surprise. Fiscal year 2014 and fiscal year 2015 each had funding of \$50,000. Fiscal year 2016 allocated funding was \$50,000, with \$40,000 designated for SCOP and \$10,000 for the Neighborhood Grant Program. Fiscal year 2017 allocated funding was \$75,000, with \$65,000 designated for SCOP and \$10,000 for the Neighborhood Grant Program.

Funding

The City Council designated \$75,000 from the FY2018 budget for community outreach programs. \$65,000 has been allocated for the Surprise Community Outreach Program and \$10,000 for the Neighborhood Grant Program.

The Committee on Community Outreach, Partnerships and Grants reviewed applications and are making recommendations to the full City Council for which groups get awarded.

Committee Recommendations

The Committee on Community Outreach, Partnerships and Grants held a meeting on August 17th to review, discuss and act upon the eligible applications received. A total of thirty-two (32) agency applicants were received. Applicants were invited to the August 17th committee meeting to present their project.

Committee recommendations are as follows:

Agency	Requested Amount	Committee Recommendation
A New Leaf	\$10,000	\$5,000
Arizona Charter Academy	\$10,000	\$2,000
Arizona Children's Association	\$10,000	\$0
Benevilla	\$6,934	\$2,000
Chance Shelter	\$6,000	\$2,000
Dysart Education Foundation	\$10,000	\$0
Family Bridges	\$10,000	\$0
Friends of the Library	\$10,000	\$0
HART Pantry	\$7,800	\$2,000
Heart for the City	\$7,000	\$0
Helping Families in Need	\$10,000	\$5,000
Homeless Youth Connection	\$3,200	\$0
Labor's Community Service Agency	\$5,000	\$0
Lutheran Social Services	\$10,000	\$7,500
New Life Center	\$7,500	\$1,000
Northwest Black History Committee	\$6,000	\$0
Northwest Valley Connect	\$10,000	\$6,000
One Step Beyond	\$5,660	\$2,000
Radiant Church	\$10,000	\$2,000
Rotary Club	\$10,000	\$5,000
Salvation Army	\$9,000	\$6,500
Sojourner Center	\$10,000	\$0
Southwest Landing Closet	\$3,250	\$0
Special Olympics	\$3,500	\$2,000
St. Vincent de Paul	\$10,000	\$3,000
Stepping Up for Seniors	\$6,000	\$2,000
UMOM	\$10,000	\$5,000
Veteran's Memorial Hall	\$10,000	\$0
West Valley Arts Council	\$5,000	\$1,000
West Valley Symphony	\$10,000	\$1,000
WHAM	\$10,000	\$1,000
Youngtown Community Fund	\$10,000	\$2,000
Requested Amount	\$261,844	\$65,000

Future Actions

- Award notifications to be sent immediately after Council action
- Spending and projects must be complete by June 15, 2018

Recommendation

Approval of Surprise Community Outreach Program awards as recommended by the Committee on Community Outreach, Partnerships and Grants.



SURPRISE
ARIZONA

Community Outreach Program

FY2017-2018

PROGRAM PURPOSE & OVERSIGHT

- To support local non-profit organizations serve the City of Surprise residents
- Surprise Sub-Committee on Community Outreach, Partnerships & Grants makes funding recommendations
- Sub-Committee Members are Vice Mayor Todd Tande, Council Members Roland F. Winters Jr. and Ken Remley

PROGRAM GUIDELINES

- Must provide verification of 501(c)3 status
- Must submit a new application with every program cycle
- Events, programs, activities, etc. must take place in the City of Surprise
- Must include a proposed budget for use of funds
- Reporting is required
- Recipients will acknowledge grant award in press release
- Funds are provided on an invoice or reimbursement basis
- Maximum award is \$10,000
- FY17-18 SCOP allocation is \$65,000

FY 2017-2018 PROGRAM

- The Committee met on Thursday, August 17 to review the applicants requests
- **32** applications were received
 - Total requested grant amount: **\$261,844**



AGENCY	PROGRAM FOCUS	REQUESTED AMOUNT	RECOMMENDATION
A New Leaf	Social Services	\$10,000	\$5,000
Arizona Charter Academy	Arts	\$10,000	\$2,000
Arizona Children's Association	Social Services	\$10,000	\$0
Benevilla	Social Services	\$6,934	\$2,000
Chance Shelter	Animal Rescue	\$6,000	\$2,000
Dysart Education Foundation	Education Support	\$10,000	\$0
Family Bridges	Social Services	\$10,000	\$0
Friends of the Library	Education Support	\$10,000	\$0
HART Pantry	Social Services	\$7,800	\$2,000
Heart for the City	Social Services	\$7,000	\$0
Helping Families in Need	Social Services	\$10,000	\$5,000
Homeless Youth Connection	Social Services	\$3,200	\$0
Labor's Community Service Agency	Social Services	\$5,000	\$0
Lutheran Social Services	Social Services	\$10,000	\$7,500
New Life Center	Social Services	\$7,500	\$1,000
Northwest Black History Committee	Community Event	\$6,000	\$0
Northwest Valley Connect	Transportation	\$10,000	\$6,000
One Step Beyond	Social Services	\$5,660	\$2,000
Radiant Church	Social Services	\$10,000	\$2,000
Rotary Club	Social Services	\$10,000	\$5,000
Salvation Army	Social Services	\$9,000	\$6,500
Sojourner Center	Social Services	\$10,000	\$0
Southwest Landing Closet	Social Services	\$3,250	\$0
Special Olympics	Social Services	\$3,500	\$2,000
St. Vincent de Paul	Social Services	\$10,000	\$3,000
Stepping Up for Seniors	Social Services	\$6,000	\$2,000
UMOM	Social Services	\$10,000	\$5,000
Veteran's Memorial Hall	Veteran Services	\$10,000	\$0
West Valley Arts Council	Arts	\$5,000	\$1,000
West Valley Symphony	Arts	\$10,000	\$1,000
WHAM	Arts	\$10,000	\$1,000
Youngtown Community Fund	Social Services	\$10,000	\$2,000



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

September 5, 2017 @ 6:15:00 PM

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

Council Meeting Date:	September 5, 2017	Contact Person:	Eric Fitzer - Community Development
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to adoption of a Citywide Temporary Sign Policy; Resolution # 2017-98.

Motion:

I move to approve Resolution #2017-98.

Background:

In order to assist businesses while the City updates the City Sign Code City staff has developed the City Wide Temporary Sign Policy. The policy is based upon Resolution 09-151 enacted in 2009 and then extended in 2012 for one year. The original resolution was approved by Council to help out businesses during the great recession. The City enacted the Bell Road Temporary Sign and Temporary Use Permit Policy (Resolution 2016-42) in March of 2016 in order to assist businesses during the construction of the Bell and Grand Overpass Project. The City Wide Temporary Sign Policy was then approved again in April of 2016 under resolution 2016-43 for the entire City limits. In February 2017, after the completion of Bell and Grand Avenue Overpass construction, the City approved Resolutions 2017-20 and 2017-21. These Resolutions repealed the City Wide Temporary Sign Policy and the Bell and Grand Temporary Sign and Temporary Use Permit Policy. Under the current City of Surprise Sign Code temporary signs, such as A-frames are not allowed by code. Staff presented at a City Council Work Session on August 1, 2017 to get input from Council on the viability of beta testing the proposed draft Temporary Sign section of the draft Sign Code which is out for public review, to see if, as proposed by staff, the Temporary Sign section of the proposed draft code would work in a real world application. Staff received favorable comments from Council and is thus bringing forward the proposed Resolution for action. The Resolution would be repealed at the time of formal action by the City Council on the final Sign Code.

Objective Analysis:

Positive impacts are that the policy would allow businesses to have additional signage to entice customers to their businesses and allow businesses and allow staff to assess how the new code could be utilized and if there are any issues with the draft language of the Code The negative impacts could

include sign clutter.

Policy Compliant:

The Policy is compliant with City and Council policy of promoting businesses within the City of Surprise.

Financial Impact:

No financial impacts are envisioned by action on this item.

Budget Impact:

No budgetary impact is foreseen due to this item.

FTE Impact:

Action on this item will not require a new FTE.

ATTACHMENTS:

Click to download

- ☐ [Res 2017-98 City Wide Temp sign Policy](#)
 - ☐ [Presentation](#)
-

RESOLUTION # 2017-98

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF SURPRISE, ARIZONA, ADOPTING THE CITYWIDE
TEMPORARY SIGN POLICY.**

WHEREAS, the Mayor and Council directed staff to prepare the city wide temporary sign policy;

WHEREAS, it is beneficial to the city to implement the city wide temporary sign policy that is better aligned to serve the needs and desires of business and citizens within the City of Surprise;

WHEREAS, the city would temporarily waive enforcement of Surprise City Code Section 113-47, but only as to Article V of the current Sign Code, beginning immediately upon adoption of this Resolution until it is repealed; and

WHEREAS, the Mayor and Council adopt the City Wide Temporary Sign Policy as set forth in Exhibit A, which Policy shall become effective as provided by law and shall expire when the city adopts a new sign code.

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

Section 1. That the Mayor and Council adopt the City Wide Temporary Signage Policy as outlined in the attached Exhibit A.

Section 2. That the City Wide Temporary Sign Policy shall become effective as provided by law..

Section 3. That this Resolution and City Wide Temporary Sign Policy shall continue in effect until the Council repeals this Resolution.

Section 4. That enforcement of Surprise City Code Section 113-47 is waived as to Article V of the current Sign Code until the Council repeals this Resolution.

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 – City Wide Temporary Sign Policy

Section 1 – Purpose

The purpose of this Policy is to give businesses and residents within the City of Surprise reasonable access to temporary signage until such time as the Revised Sign Code is adopted by the City Council.

Section 2 – Duration

This Policy is shall be effective as provided by law and shall continue until such time the City of Surprise adopts an updated sign code and this Policy is repealed.

Section 3 - First Amendment Interpretation and Severability

This Policy must be interpreted in a manner consistent with the First Amendment guarantee of free speech. If any provision of this Policy is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this Policy which can be given effect without the invalid provision.

The City of Surprise shall not evaluate any sign based on the message content of the sign provided the sign copy contains no vulgar or profane language, hate speech, or language intended to incite violence, in which case the sign copy shall not be permitted.

Section 4 – Temporary Signs Allowed

Temporary signs as currently permitted under Article V of Chapter 113 of the Surprise Municipal Code are allowed. In addition, Temporary Signs as outlined in this Policy are allowed subject to the provisions of this Policy.

Section 5 – Definitions

For purposes of this Policy, the following definitions shall apply:

Lawful Temporary Event: A use of land that is permitted by and in accordance with Section 122-105 of the Surprise Municipal Code, and including Real Estate

Open Houses and other temporary events as determined by the City Manager or designee.

Revised Sign Code: The sign code currently in process under case FS15-311 as adopted in its final form.

Sign, A-frame: A portable sign designed in the shape of the letter "A" consisting of two rigid surfaces joined along an adjacent edge.

Sign, Banner: A sign consisting of fabric, paper, or other lightweight pliable material, either enclosed or not enclosed in a rigid frame, and secured or mounted to minimize movement in the wind, but not including inflatable signs.

Sign, non-conforming: A sign that does not conform to the requirements of this Policy or the Revised Sign Code.

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

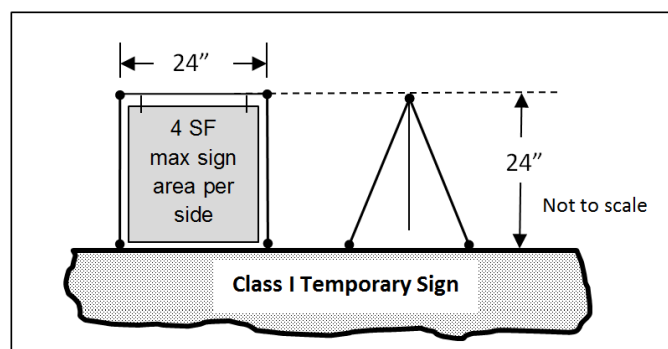
Sign, Pedestal: A portable sign in which the sign panel is affixed to and supported by a weighted base.

Sign, Portable: A temporary sign that may be readily moved from location to location without the need of any specialized knowledge or equipment, and that is not affixed to the ground or any structure.

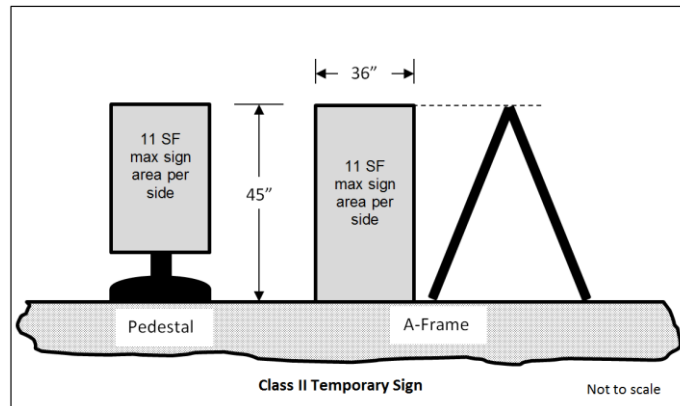
Sign, Sandwich: A type of A-Frame sign designed to be worn by a person.

Sign, Temporary: A sign that due to its physical characteristics and method of attachment is not intended for permanent display.

Sign, Temporary, Class I (Small A-Frame Sign): A *temporary, portable sign* generally in the shape of the letter "A" in which the overall height of the *sign structure* does not exceed twenty-four (24) inches, the overall width of the *sign structure* does not exceed twenty-four (24) inches and which does not exceed eight (8) square feet of aggregate *sign area*.



Sign, Temporary, Class II (A-Frame Sign and Pedestal Sign): A temporary, portable sign in which the overall height of the sign structure does not exceed forty (45) inches, the overall width of the sign structure does not exceed thirty-six (36) inches and which does not exceed twenty (22) square feet of aggregate sign area.



Section 6 – Prohibited Signs

The following sign types are specifically prohibited within the City of Surprise:

- A. Animated Signs, flashing, blinking, or rotating signs, festoons, Inflatable Signs including latex or Mylar balloons, permanent Banner Signs, Pennants, searchlights, streamers, signs that emit audible sound, and any clearly similar features;
- B. Vehicle Signs when the vehicle is placed in a location not approved for vehicular parking or storage;
- C. Signs located on trees, utility poles, public benches, or any other form of public property, or within any public right-of-way;
- D. Signs containing vulgar or profane messages, hate speech, or language intended to incite violence.
- E. Signs which are located within any sight visibility triangle of any street or driveway intersection, located in a median and/or as required by the Surprise Engineering Development Standards.
- F. Signs not expressly permitted as being allowed under this policy, or by specific requirements in another section of Surprise Unified Development Code, are expressly prohibited

Section 7 - Temporary Sign Classifications and Restrictions

A. General Provisions:

1. Temporary signs shall not be illuminated in any manner except by ambient lighting present on the property.
2. Temporary signs shall include the name and phone number of the contact person or entity responsible for placing the sign.
3. Temporary signs shall not interfere with the free movement of pedestrians, bicycles, or vehicles.
4. Temporary signs may be ballasted or weighted but shall not be attached to any stationary object.

B. Class I Temporary Signs

Class I Temporary Signs, as defined herein, are allowed subject to the General Provisions as stated above plus the following:

1. Class I Temporary Signs are only allowed in the following circumstances:
 - a. In conjunction with a Lawful Temporary Event being held on land zoned for Residential uses.
 - b. In conjunction with a Temporary Use Permit.
2. Class I Temporary Signs may be placed at a ratio of one (1) such sign per street intersection per Lawful Temporary Event, but no further than the closest arterial street.
3. Class I Temporary Signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk.
4. Class I Temporary Signs may be placed one (1) hour before the start of the Lawful Temporary Event and shall be removed not more than one (1) hour after the end of the Lawful Temporary Event.
5. If the Lawful Temporary Event requires a Temporary Use Permit, the locations of Class I Temporary Signs shall be included with the application materials.

C. Class II Temporary Signs

Class II Temporary Signs, as defined herein, are allowed subject to the General Provisions as stated above plus the following:

1. Class II Temporary Signs are only allowed in the following circumstances:
 - a. In conjunction with a lawful commercial use including Cottage Industries, but not Home Occupations.
 - b. In conjunction with a Lawful Temporary Event located within a residential zoning district.
 - c. In conjunction with a Temporary Use Permit.
2. When a Class II Temporary Sign is in conjunction with a lawful commercial use, said sign may be located within 15' of the doorway of the customer entrance to the building in which the lawful commercial use is occurring.
3. When a Class II Temporary Sign is in conjunction with a Lawful Temporary Event located within a -residential zoning district, not more than four (4) such signs shall be utilized. Such signs may be placed no further than the closest arterial street.
4. Class II Temporary Signs associated with a Lawful Temporary Event located within a residential zoning district may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in Standard Details 4-01 and 4-02 of the Surprise Engineering Development Standards available on-line at <https://www.surpriseaz.gov/1645/Engineering-Development-Standards>.
5. Class II Temporary Signs associated with a Lawful Temporary Event located within a residential zoning district may be placed between the hours of 4:00 PM Friday to 11:00 PM Sunday. Otherwise, Class II Temporary Signs may be displayed during the business hours of the business served by the Class II Temporary Sign.

6. If the Lawful Temporary Event located within a residential zoning district requires a Temporary Use Permit, the locations of Class II Temporary Signs shall be included with the application materials.

D. Banner Signs:

Banner Signs, as defined herein, are allowed subject to the General Provisions as stated above plus the following:

1. One (1) Banner Sign may be placed on any building, except those associated with a single-family use. If associated with an active construction project, the one (1) additional Banner Sign may be attached to the construction fence surrounding the construction site.
2. All four corners of a Banner Sign shall be securely attached to the building or fence.
3. The maximum area of a Banner Sign affixed to a building shall not exceed 1 square foot per linear foot of building elevation; not to exceed 500 square feet. The maximum area of a Banner Sign affixed to a construction fence shall not exceed thirty (30) square feet.
4. For a single-tenant building, the width of the Banner Sign shall not exceed 80% of the width of the building elevation onto which the Banner Sign is attached. For multi-tenant building, the width of the Banner Sign shall not exceed 80% of the leased tenant frontage.
5. Banner Signs shall be equipped with ventilation flaps.

E. Sign Walkers

Sign Walkers are permitted to operate within the City of Surprise, except for single-family residential zoning districts, subject to the following restrictions:

1. Sign Walkers may only operate during the hours of 7:00 AM to 7:00 PM Arizona time.
2. Sign Walkers may only operate on a sidewalk intended for pedestrian travel, but shall at no time block the free and unobstructed movement of pedestrians or vehicles.
3. Sign Walkers may carry a maximum of two (2) single-sided signs not exceeding three (3) square feet of sign copy each or one (1) double-sided sign not exceeding twelve (12) square feet of aggregate sign copy; however, in no case shall a Sign Walker carry any form of

electronic messaging.

4. Sign Walkers shall not display a sign in any manner other than by personally holding or wearing said sign.

Section 8 – Violation and Enforcement

- A. **Violation:** Any temporary sign that is not in compliance with this policy and/or the Surprise Unified Development Code is in violation.
- B. **Penalties for Violation:** Any person, firm, or corporation who violates any provision of this policy, the Surprise Unified Development Code or any provision of any code adopted by the City of Surprise may be charged with a civil or criminal violation.
- C. **Notice of Violation:** Whenever the City Manager or designee determines there has been a violation of this policy, or has grounds to believe that a violation has occurred, notice shall be given in the following form and manner:
 1. The Notice of Violation shall be given in writing.
 2. The Notice of Violation shall include a description of the real property sufficient for identification.
 3. The Notice of Violation shall include a statement of the violation or violations and why the Notice of Violation is being issued.
 4. The Notice of Violation shall include a correction order allowing a reasonable time to remedy the violation.
 5. The placement of any sign or substantially similar sign on the same premises after a Notice of Violation has been issued shall be deemed a continuation of the original violation.
 6. A Notice of Violation is not required for any Temporary Sign that is in violation of this Policy.
- D. **Delivery of Notice:** A Notice of Violation shall be deemed as being properly served if a copy thereof is delivered personally by an employee of the City of Surprise having the authority to do so, sent by First Class Mail or is sent by Certified Mail (Return Receipt Requested) addressed to the last known address. If a Notice of Violation is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous location on the property of the alleged violation.

E. Removal of Signs:

1. Any temporary sign that becomes non-conforming after the adoption of the Revised Sign Code shall be removed within ten (10) calendar days of the effective date of the Revised Sign Code.
2. A Notice of Violation shall not be required to remove any sign that is identified in this policy as being prohibited, or that creates or has the potential to create a hazard to the public.
3. Any Temporary Sign not specifically listed as an allowed use is specifically not permitted and the City of Surprise may remove the sign or cause the sign to be removed.
4. If a Temporary Sign which would otherwise be permitted by this policy does not include the contact information as required by above, the City of Surprise may remove the sign or cause the sign to be removed.
5. The City of Surprise shall have the right to contact the individual whose name appears on a Temporary Sign and/or the property owner of the property onto which the Temporary Sign is erected for the purpose of verifying property owner consent. If property owner consent cannot be verified, the City of Surprise may remove the sign.
6. Any Temporary Sign that is removed by the City of Surprise for being in violation of this policy may be discarded five (5) business days following removal.



Resolution 2017-98 Citywide Temporary Sign Policy

City Council
September 5, 2017



History

- Resolution 2016-43 the City Wide Temporary Sign Policy
 - In order to assist businesses during the recession the City of Surprise enacted Resolution 09-151 in 2009 and then extended in 2012 for one year
 - Subsequently, the City enacted Resolution 2016-43, April 2016, to continue this policy
 - Repealed by Resolution 2017-20 February 2017
- Policy Allowed
 - A-Frames
 - 1 per business; cannot be located on a street, sidewalk or within visibility triangle
 - Banners
 - 1 per business; must be placed on building
 - Sign Walkers
 - Required a no fee permit from the City and must meet insurance criteria
- Current Code
 - Does not allow A-Frame Signs
- City Council Work Session August 1, 2017





Proposed Temp Sign Policy

- Resolution 2017-98 Sections Include
 - Section 1 – Purpose
 - Section 2 – Duration
 - Section 3 - First Amendment Interpretation and Severability
 - Section 4 – Temporary Signs Allowed
 - Section 5 – Definitions
 - Section 6 – Prohibited Signs
 - Section 7 - Temporary Sign Classifications and Restrictions
 - Section 8 – Violation and Enforcement



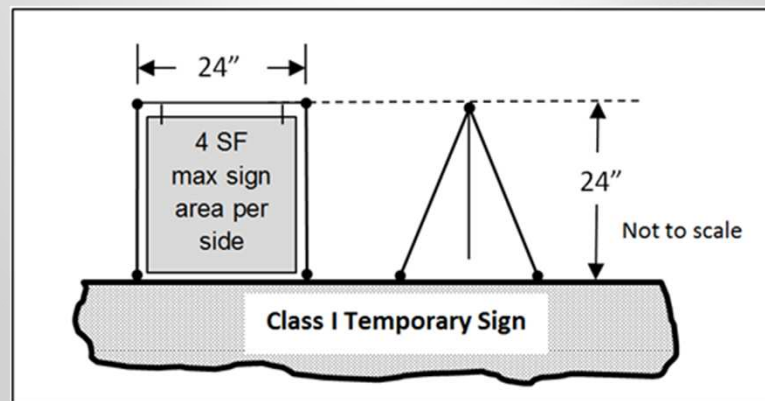
Proposed Temp Sign Policy

- Section 2 – Duration
 - This Policy is shall be effective as provided by law and shall continue until such time the City of Surprise adopts an updated sign code and this Policy is repealed
- Section 3 - First Amendment Interpretation and Severability
 - This Policy must be interpreted in a manner consistent with the First Amendment guarantee of free speech. If any provision of this Policy is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this Policy which can be given effect without the invalid provision

Proposed Temp Sign Policy

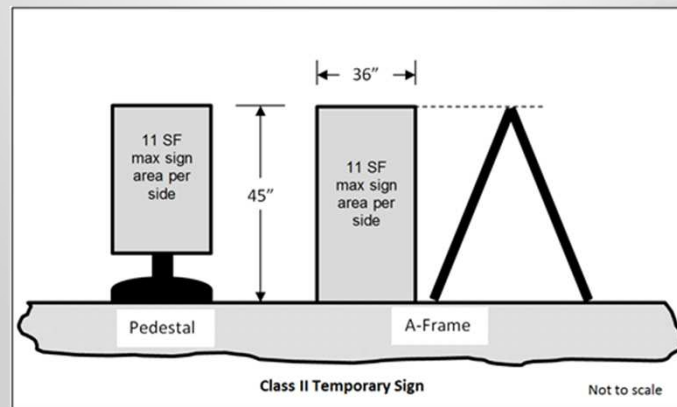
- Section 5 – Definitions

- **Lawful Temporary Event:** A use of land that is permitted by and in accordance with Section 122-105 of the Surprise Municipal Code, and including Real Estate Open Houses and other temporary events as determined by the City Manager or designee
- **Sign, Temporary, Class I (Small A-Frame Sign):** A temporary, portable sign generally in the shape of the letter “A” in which the overall height of the sign structure does not exceed twenty-four (24) inches, the overall width of the sign structure does not exceed twenty-four (24) inches and which does not exceed eight (8) square feet of aggregate sign area



Proposed Temp Sign Policy

- Section 5 – Definitions
 - **Sign, Temporary, Class II (A-Frame Sign and Pedestal Sign):** A temporary, portable sign in which the overall height of the sign structure does not exceed forty (45) inches, the overall width of the sign structure does not exceed thirty-six (36) inches and which does not exceed twenty (22) square feet of aggregate sign area





Proposed Temp Sign Policy

- Section 6 – Prohibited Signs

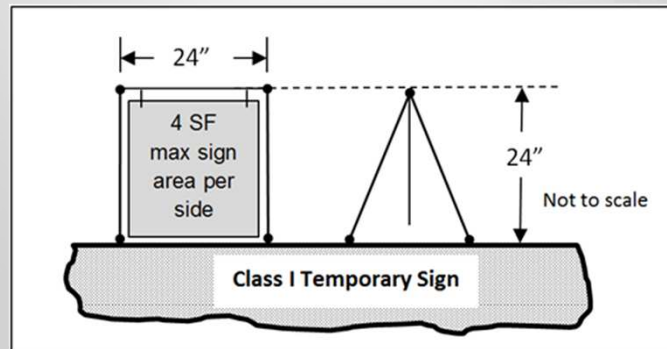
- Animated Signs, flashing, blinking, or rotating signs, festoons, Inflatable Signs including latex or Mylar balloons, permanent Banner Signs, Pennants, searchlights, streamers, signs that emit audible sound, and any clearly similar features
- Vehicle Signs when the vehicle is placed in a location not approved for vehicular parking or storage
- Signs located on trees, utility poles, public benches, or any other form of public property, or within any public right-of-way
- Signs containing vulgar or profane messages, hate speech, or language intended to incite violence
- Signs which are located within any sight visibility triangle of any street or driveway intersection, located in a median and/or as required by the Surprise Engineering Development Standards
- Signs not expressly permitted as being allowed under this policy, or by specific requirements in another section of Surprise Unified Development Code, are expressly prohibited

Proposed Temp Sign Policy

- Section 7 – Temporary Sign Classifications and Restrictions

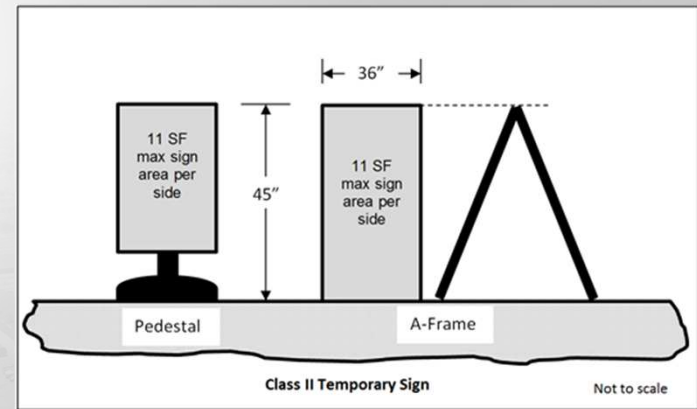
- Class I Temporary Signs

- In conjunction with a Lawful Temporary Event being held on land zoned for Residential uses and/or in conjunction with a Temporary Use Permit
 - Placed at a ratio of one (1) such sign per street intersection per Lawful Temporary Event, but no further than the closest arterial street
 - May be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk
 - May be placed one (1) hour before the start of the Lawful Temporary Event and shall be removed not more than one (1) hour after the end of the Lawful Temporary Event
 - If the Lawful Temporary Event requires a Temporary Use Permit, the locations of Class I Temporary Signs shall be included with the application materials



Proposed Temp Sign Policy

- Section 7 – Temporary Sign Classifications and Restrictions
 - Only allowed in conjunction with a lawful commercial use including Cottage Industries, but not Home Occupations; Lawful Temporary Event located within a residential zoning district; in conjunction with a Temporary Use Permit
 - Must be located within 15' of the doorway of the customer entrance to the building in which the lawful commercial use is occurring
 - When associated with a Lawful Temporary Event located within a residential zoning district, not more than four (4) such signs shall be utilized and may be placed no further than the closest arterial street
 - When associated with a Lawful Temporary Event located within a residential zoning district may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle
 - Located within a residential zoning district may be placed between the hours of 4:00 PM Friday to 11:00 PM Sunday. Otherwise may be displayed during the business hours of the business served by the Class II Temporary Sign
 - If the Lawful Temporary Event located within a residential zoning district requires a Temporary Use Permit, the locations of Signs shall be included with the application materials





Proposed Temp Sign Policy

- Section 7– Temporary Sign Classifications and Restrictions
 - Banners
 - One (1) Banner Sign may be placed on any building, except those associated with a single-family use. If associated with an active construction project, the one (1) additional Banner Sign may be attached to the construction fence surrounding the construction site
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 - Sign Walkers may only operate during the hours of 7:00 AM to 7:00 PM Arizona time
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 - Sign Walkers shall not display a sign in any manner other than by personally holding or wearing said sign



Comments and Questions

Thank You