



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

Tuesday, November 21, 2023 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Any prayer or invocation that may be offered before the start of the Regular Council Meeting is a voluntary offering by a private resident of Surprise; has not been previously reviewed or approved by City Council or City staff; should not be considered an endorsement of any particular religion by the City or its officials, as the beliefs, viewpoint, and content are personal to the speaker; and no participation by any person in attendance is required. A list of volunteers is maintained by the office of the City Clerk and interested persons should contact the Clerk's Office for further information.

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

Proclamation for Small Business Saturday

E. City Manager Report

F. City Clerk Report

1. Citywide Election Update

Kristi Passarelli
City Clerk

G. 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. You may also [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.

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.

Please be aware that Council Members may not discuss or respond to matters raised during call to the public that are not specifically identified on the agenda. Council Members may however, in their discretion, discuss or respond to relevant matters raised during a noticed public hearing or agenda item.

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

1. Internal Consideration and action to approve the November 6, 2023 City Council Workshop Minutes, Regular City Council Meeting Minutes, and Executive Session Minutes.

Kristi Passarelli
City Clerk

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|-----|------------|--|--|
| 2. | Citywide | Consideration and action to approve City Council Meeting dates for 2024. | Kristi Passarelli
City Clerk |
| 3. | Citywide | Consideration and action to approve Resolution No. 2023-167; A Resolution canvassing the November 7, 2023 Special Election Results. | Kristi Passarelli
City Clerk |
| 4. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "Asante Trails" a property generally located at the southwest corner of Pat Tillman Blvd and 163 rd Avenue; Case FS23-0058. | Trever Fleetham
Community Development |
| 5. | District 3 | Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada, Unit R – Phase 3" and dated September 11, 2023, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS23-0325. | Tanner Wessel
Community Development |
| 6. | District 3 | Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada Unit J Lots 2114, 2115, 2116, 2117, 2118, 2119, 2120 & Tract J-E" and dated October 10, 2023, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS23-0689. | Tanner Wessel
Community Development |
| 7. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "Rancho Mercado Parcel A9-A10", located east of 147th Avenue, south of San Ysidro Road, and north of Beardsley Canal; Case FS23-0583. | Chris Sexton
Community Development |
| 8. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget by moving budget authority in the amount of \$4,200 from General Contingency to the Victims' Rights Program (VRP) for acceptance of the grant; Resolution # 2023-171. | Robert Wingo
Legal |
| 9. | Citywide | Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment by moving budget authority of \$248,300 within the Sewer Utility Capital Fund from Contingency to Project A71020 Asset Replacement Machinery and Equipment; Resolution #2023-165. | Michael Boule
Water Resource Management |
| 10. | Citywide | Consideration and action pertaining to participation in the proposed settlements reached with defendants 3M and DuPont in the <i>In Re: Aqueous Film-Forming Foams Products Liability Litigation</i> captioned lawsuit pending in the multi-district litigation in the United States District Court of South Carolina. | Robert Wingo
Legal |
| 11. | Internal | Consideration and action authorizing submission of the <i>Request for Waiver</i> from the requirement of posting the statutory deposit to the Industrial Commission of Arizona. | Donna Meuse
Human Resources |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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|-----|------------|---|--|
| 12. | District 4 | Consideration and action pertaining to an application for the Original Townsite Incentive Program to pay for building permit and building plan review fees in the amount of \$963.60 relating to the construction of improvements to Sweet Pea Kids Preschool & Child Care, generally located at the northwest corner of El Mirage Rd. and Greenway Rd; Case FS23-0691. | Trever Fleetham
Community Development |
|-----|------------|---|--|

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|---|--|--|---|
| 13. | Citywide | Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to revise definitions and standards related to Residential Healthcare Facilities; Ordinance #2023-20. | Tanner Wessel
Community
Development |
| 14. | District 1 | Consideration and action pertaining to the rezone of approximately 69.32 acres, generally located south of Deer Valley Road along both the west and east sides of 185th Avenue, from Light Industrial (I-1), General Industrial (I-2), Neighborhood Commercial (C-1), and Regional Commercial (C-3) to General Industrial (I-2); Ordinance #2023-30. | Tanner Wessel
Community
Development |
| 15. | District 5 | Consideration and action pertaining to a rezone of approximately 3.21 acres, generally located south of the southwest corner of Bell Road and Sarival Avenue, from Rural Residential (RR) to Residential High Density (R-3); Ordinance #2023-29. | Chris Sexton
Community
Development |
| 16. | District 4 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 262531, requested by Charlandra Coreen Thompson, for ATL Wings for Series 12 Liquor License. ATL Wings is located at 13732 W Bell Road #2, Surprise, AZ 85374. | Kristi Passarelli
City Clerk |
| REGULAR AGENDA ITEM - NON-PUBLIC HEARING: | | | |
| 17. | Citywide | Consideration and action amending the Fiscal Year 2024 budget by moving authority in the amount of \$735,000 from general contingency to the Municipal Arts Fund for artwork acquisition, maintenance, and administration; Resolution #2023-119. | Julie Akerly
Arts, Culture &
Library Department |
| 18. | District 1 | Consideration and action pertaining to approval of the Visara Development Agreement between the City of Surprise, Leavitt CAP Caballo, LLC and Gerald L. Schneerer and Linda M. Schneerer, Trustees or their Successors, of the Gerald L. Schneerer and Linda M. Schneerer Living Trust; Resolution #2023-172. | Lloyd Abrams
Community
Development |
| 19. | Citywide | Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the Arizona Department of Revenue for Transaction Privilege Tax Administration; Resolution #2023-173. | Andrea Davis
Finance |
| 20. | Citywide | Presentation and discussion pertaining to completed City Auditor Department reports. | Carol Holley
City Auditor |
| 21. | Citywide | Consideration and action to update the City Council Strategic Plan. | City Manager Office |
| I. | Other Business and Future Agenda Items | | |
| J. | City Council Reports | | |
| K. | 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).

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, November 16, 2023 @ 1:00 PM

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

Council Meeting Date: November 21, 2023
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 21, 2023
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Proclamation for Small Business Saturday

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action to approve the November 6, 2023 City Council Workshop Minutes, Regular City Council Meeting Minutes, and Executive Session Minutes.

Motion:

I move to approve the November 6, 2023 City Council Work Session Minutes, Regular Council Meeting Minutes, and Executive Session Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 110623 Work Session Minutes
 2. 110623 Regular Meeting Minutes
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CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Monday, November 6, 2023 @ 4:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Work Session of November 6, 2023 to order at 4:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call

In attendance with Mayor Hall were Vice-Mayor Chris Judd, Councilmembers Nick Haney, Alyson Cline, Patrick Duffy, and Jack Hastings. Councilmember Ken Remley was excused.

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

G. Call To The Public

H. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion regarding an update of the Surprise Public Library System.

Kelsie came to present this item. She gave an overview of the first three months of City management of the library. She talked about Library Program Highlights, City Department Partnerships, Community Engagement, Summer Reading Program, Featured Services, Words on Wheels, and what was next.

Councilmember Cline, talked about the monthly scavenger hunt that the Library puts on. She thanked the staff for the amazing work they have done so far.

Councilmember Hastings, talked about how far the City has come since taking it over from the County. He asked what the size of the collection compared to when it was with Maricopa? Kelsie said it was about 106K items with the County, she said they were doing an audit and are down to 104K right now. She said they would continue to make the collection more responsive to public demand.

Vice-Mayor Judd, talked about how things have gone well since taking things over from the County. He asked about the City's Partnership with Maricopa County Libraries and the process involving the Library Cards?

Kelsie talked about the process involved when they transferred ownership, and how people can

get a City Card.

Judd asked about the big room and how it was being used? Kelsie said that they used a lot of programs in that room and that when its not in use they let it used by the community.

Councilmember Haney, thanked staff for their great work.

2. Presentation and discussion of the Osher Lifelong Learning Institute (OLLI) partnership with the Surprise Public Library.

Kelsie introduced, Jared Swerzensk a director from ASU, and Kristi Schneider a Program Coordinator from ASU. Jared talked about their background with ASU and their goal of lifelong learning. He talked about the Partnership they have with the City; he talked about investing more in the West Valley. He talked about a potential location at the Surprise Regional Library. He talked about Osher Lifelong Learning Institute (OLLI) and its history. He talked about all the members of the OLLI ASU team. He gave an overview of the OLLI program at a glance. He talked about the different mediums of the classes offered. He also went over the registration and fees involved with OLLI. He talked about the Fall 2023 Class Highlights. He also mentioned the ASU led trips out of the country and elsewhere. He talked about Scholarship Workshops, Community Partners, and Upcoming Partnerships.

Kristi talked about experiences with classes, and filling up classes with the City. She talked about stuff they would be doing with the City in the future.

Mayor Hall asked if the last class was a history class? Kristi said it was an Arizona History class.

Jared further talked about who teaches the classes and what percentage teach the classes.

Councilmember Cline, talked about the demographics of her district and how this would impact her district. She talked about encouraging the ASU staff to show up to her district meetings.

Mayor Hall, asked Kelsie how the City was going to promote this? Kelsie said they would cross promote with ASU and the Library. Mayor Hall talked about the AZ speaks and maybe coordinating with that.

Councilmember Haney, talked about how this program will be great. He said that he liked that feedback would be involved and encouraged tailoring it for future classes.

- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session
1. Executive Disclaimer - Part 1
- L. Adjournment

Motion: To Adjourn

Initiated By: Aly Cline

Seconded By: Chris Judd

Yes: Aly Cline, Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 4:58 PM

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, 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 **Monday, November 6, 2023.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Monday, November 6, 2023 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Meeting of November 6, 2023 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Mayor Hall led the invocation.

B. Roll Call

In attendance with Mayor Hall were Vice-Mayor Chris Judd, Councilmembers Nick Haney, Alyson Cline (Late, arrived at 6:21), Patrick Duffy, and Jack Hastings. Councilmember Ken Remley was excused

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. Reports

City Manager Bob Wigenroth presented Holly Osborn, who introduced the Youth Council members.

F. City Clerk Report

1. Reports

G. Call To The Public

H. Regular City Council Meeting Agenda

1. CONSENT AGENDA:

Motion: To Approve
Initiated By: Jack Hastings
Seconded By: Chris Judd

Yes: Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney
No: None
Abstain: None

Vote Result: Passed

1. Consideration and action to approve the October 17, 2023 Regular Council Meeting Minutes and Regular City Council Workshop Minutes.

2. Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the cities of Goodyear, Peoria, and Surprise to develop a community paramedicine program and an amendment to the fiscal year 2024 budget by reallocating appropriations of \$25,000 within the Grants Fund; Resolution #2023-154.
3. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at The Fountains at Surprise Center, generally located east of Bullard Avenue between West Greenway Road and West Tierra Buena Lane; Resolution # 2023-162.
4. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Sunrise ROW Improvements on 171st Avenue, generally located at 171st Avenue between Jomax Road and West Bajada Road. Case FS19-599; Resolution # 2023-156.
5. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Sunrise ROW Improvements on Jomax Road, generally located at Jomax Road between 171st Avenue and North 163rd Avenue. Case FS19-601; Resolution # 2023-157.
6. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Toll at Prasada Unit G, generally located at the northwest corner of West Peoria Road and Cotton Road; Resolution # 2023-158.
7. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Bungalows at Asante, generally located at the northwest corner of West Pat Tillman Boulevard and North 163rd Avenue; Resolution # 2023-159.
8. Consideration and action to accept the Dedication of Public Right-of-Way With Conditions from High Desert Development, Inc. for right of way along Waddell near Cotton Lane.
9. Consideration and action to grant FirstDigital Communications of Arizona, LLC the non-exclusive revocable license to use public streets, roads and alleys for installation, operation, and maintenance of fiber optic cable; Resolution # 2023-166.
2. REGULAR AGENDA ITEM - PUBLIC HEARING:
10. Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to revise standards to update and clarify lighting provisions; Ordinance #2023-25.

Senior Planner, Trevor Fleetham, came to present this item. He gave a brief review of previous actions regarding this item. He outlined key changes that the ordinance would address.

Motion: To Approve
 Initiated By: Jack Hastings
 Seconded By: Patrick Duffy

Yes: Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney
No: None
Abstain: None

Vote Result: Passed

11. Consideration and action pertaining to an amendment to the Windstone Ranch PUD by modifying the rear yard setback from 20-feet to 15-feet, a property generally located at the northeast corner of Happy Valley Road and 151st Avenue; Ordinance #2023-28.

Planner Chris Sexton presented this item. She gave a background and recommendation for this project.

Andrew Yancy, the applicant, came to talk about this item. He talked about the developer's interest in this plat.

Mayor Hall asked if these would be single-story homes? Andrew said it would be a mix of homes. He said they needed to move the setbacks to accommodate the single-story homes.

Councilmember Haney, clarified that all was changing was the setback. Andrew said it was, and that this amendment was also including a pool.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Jack Hastings

Yes: Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney
No: None
Abstain: None

Vote Result: Passed

12. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 260017, requested by Jared Michael Repinski, for Trapper's Sushi Co, for Series 12 Liquor License. Trapper's Sushi Co is located at 17200 W Peoria Ave #100, Surprise, AZ 85355.

Motion: To Approve
Initiated By: Jack Hastings
Seconded By: Chris Judd

Yes: Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney
No: None
Abstain: None

Vote Result: Passed

13. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 260017, requested by Lauren Kay Merrett, for Firebirds Wood Fired Grill, for Series 12 Liquor License. Firebirds Wood Fired Grill is located at 13388 Prasada Parkway, Surprise, AZ 85379.

Motion: To Approve
Initiated By: Patrick Duffy
Seconded By: Chris Judd

Yes: Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

14. Consideration and action pertaining to the Neighborhood Grant Program Awards for Fiscal Year 2024 as recommended by the sub-committee on Community Outreach, Partnerships and Grants.

Seth, presented this item before council. He talked about the application process, and program guidelines.

Vice-Mayor Judd, talked about the committee and how it has grown in interest. He asked council to up the budget, and the benefits that the community is reaping. Mayor Hall said he agreed with the notion.

Councilmember Haney, talked about how many people were at the meetings, and his support for increasing the budget.

Councilmember Cline, talked about the community involvement.

Motion: To Approve

Initiated By: Patrick Duffy

Seconded By: Nick Haney

Yes: Aly Cline, Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

15. Consideration and action pertaining to an amendment to the comprehensive citywide fee schedule by adopting a police department video recording fee, and moving budget authority in the amount of \$37,500 within the General Fund Contingency to police records department charges for service; Resolution #2023-169.

Chief Pina, came to present this item. He talked about state legislation that impacts the redaction fee the police department could charge for body camera footage.

Mayor Hall talked about the number of video request that the City has to handle. Chief Pina talked about the man hours involved in redacting.

Councilmember Hastings, asked about the employees that have to redact these and how they manage their time? Chief Pina said they were all within the records division of the Police Department and the various duties they perform in addition to redaction. Councilmember Hastings, talked about the motivation for requesting video footage? Chief Pina talked about the criminal process, and the rights to request such records.

Councilmember Cline, talked about they types of people who would request these records. She talked about the legislation change at the state level. She thanked the Police Department for their work. Chief Pina talked about the department's willingness to sit down with the public to explain the process.

Councilmember Haney, asked if the City is tracking the people who requests these types of videos? Chief Pina said they do keep track of everyone they make contact with in regards to

these requests.

Vice-Mayor Judd, talked about recovering costs with this new legislation. He said he invites scrutiny because he stands by our officers.

Motion: To Approve

Initiated By: Chris Judd

Seconded By: Aly Cline

Yes: Aly Cline, Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

I. Other Business and Future Agenda Items

J. City Council Reports

Councilmember Hastings, said his district meeting will be at 5 PM at Surprise Library on November 14th. He talked about the voting going on. Councilmember Hastings thanked Kendra Pettis and her involvement and work for the City. He talked about the World Series and how she helped put on an event for it.

Councilmember Duffy, talked about his meet and greet last Saturday. He said on Wednesday November 8th at 8:45 - 10 AM the Safeway will be opening up in his district.

Councilmember Haney, talked about the block party at Surprise Farms 3. He said that Noble Nails, and Barros have opened up for business. Tuesday November 14th at Western Peaks at 6 PM is his next district meeting. He encouraged citizens to reach out to connect with the City.

Councilmember Cline, said her newsletter will be out in a few days. She talked about Chick Fil A opening back up. She called out the We-Ride program for winning of an award. She thanked the Police Department for their response to handling of a situation. She said she has a meeting tomorrow night at the La Solana Community, and on the 9th at AZ traditions, and the 17th at AZ Traditions, and another meeting on November 28th at Sun City Grand. She talked about GAIN night.

Vice-Mayor Judd, said his next meeting is on the 15th at the Tap house at 6 PM. He said that WestMec will be having a tour on the same night as well.

Mayor Hall said that tomorrow is Election Day. On Saturday November 11th is the veteran's day parade.

K. Executive Session

Motion: To Enter Into Executive Session

Initiated By: Aly Cline

Seconded By: Jack Hastings

Yes: Aly Cline, Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

Meeting adjourned to executive session at 6:55 PM

1. Consideration and action to recess into executive session for discussion and consultation with the city attorney for legal advice and to consider the city council's position and instruct the city attorney pertaining to the 3M and Dupont PFAS public water provider settlements pursuant to A.R.S. 38-431.03A.3. and 4.
2. Executive Session Items
3. Executive Disclaimer - Part 1
4. Executive Disclaimer - Part 2
5. Executive Disclaimer - Part 3
- L. Adjournment

Meeting Reconvened at 7:55 PM

Motion: To Adjourn

Initiated By: Nick Haney

Seconded By: Chris Judd

Yes: Aly Cline, Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 7:56 PM

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, 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 **Monday, November 6, 2023.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 21, 2023
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

Consent: No Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action to approve City Council Meeting dates for 2024.

Motion:

I move to approve the Council Meeting dates for 2024.

Background:

Objective Analysis:

This is an action that takes place every year to plan for the following year meeting dates.

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. COUNCIL MEETING DATES AND AGENDA TIMELINES 2024
-

CIVICCLERK COUNCIL MEETING DATES AND AGENDA TIMELINES 2024		
COUNCIL WORK SESSION/ REGULAR DATES:	ITEMS DUE INTO WORKFLOW: (15 DAYS PRIOR)	AGENDA CALL MEETING DATES 14 DAYS: (14 DAYS PRIOR)
TUESDAY, JANUARY 2, 2024	MONDAY, DECEMBER 18, 2023	TUESDAY, DECEMBER 19, 2023
TUESDAY, JANUARY 16, 2024	TUESDAY, JANUARY 2, 2024*	TUESDAY, JANUARY 2, 2024
TUESDAY, FEBRUARY 6, 2024	MONDAY, JANUARY 22, 2024	TUESDAY, JANUARY 23, 2024
TUESDAY, FEBRUARY 20, 2024	MONDAY, FEBRUARY 5, 2024	TUESDAY, FEBRUARY 6, 2024
TUESDAY, MARCH 5, 2024	MONDAY, FEBRUARY 19, 2024	TUESDAY, FEBRUARY 20, 2024
MONDAY, MARCH 18, 2024*	MONDAY, MARCH 4, 2024	TUESDAY, MARCH 5, 2024
TUESDAY, APRIL 2, 2024	MONDAY, MARCH 18, 2024	TUESDAY, MARCH 19, 2024
TUESDAY, APRIL 16, 2024	MONDAY, APRIL 1, 2024	TUESDAY, APRIL 2, 2024
TUESDAY, MAY 7, 2024	MONDAY, APRIL 22, 2024	TUESDAY, APRIL 23, 2024
TUESDAY, MAY 21, 2024	MONDAY, MAY 6, 2024	TUESDAY, MAY 7, 2024
TUESDAY, JUNE 4, 2024	MONDAY, MAY 20, 2024	TUESDAY, MAY 21, 2024
TUESDAY, JUNE 18, 2024	MONDAY, JUNE 3, 2024	TUESDAY, JUNE 4, 2024
SUMMER BREAK – NO MEETINGS IN JULY 2024		
MONDAY, AUGUST 5, 2024*	MONDAY, JULY 22, 2024	TUESDAY, JULY 23, 2024
TUESDAY, AUGUST 20, 2024	MONDAY, AUGUST 5, 2024	TUESDAY, AUGUST 6, 2024
TUESDAY, SEPTEMBER 3, 2024	MONDAY, AUGUST 19, 2024	TUESDAY, AUGUST 20, 2024
TUESDAY, SEPTEMBER 17, 2024	TUESDAY, SEPTEMBER 3, 2024*	TUESDAY, SEPTEMBER 3, 2024
TUESDAY, OCTOBER 1, 2024	MONDAY, SEPTEMBER 16, 2024	TUESDAY, SEPTEMBER 17, 2024
TUESDAY, OCTOBER 15, 2024	MONDAY, September 30, 2024	TUESDAY, OCTOBER 1, 2024
MONDAY, NOVEMBER 4, 2024*	MONDAY, OCTOBER 21, 2024	TUESDAY, OCTOBER 22, 2024
TUESDAY, NOVEMBER 19, 2024	MONDAY, NOVEMBER 4, 2024	TUESDAY, NOVEMBER 5, 2024
TUESDAY, DECEMBER 3, 2024	MONDAY, NOVEMBER 18, 2024	TUESDAY, NOVEMBER 19, 2024
TUESDAY, DECEMBER 17, 2024	MONDAY, DECEMBER 2, 2024	TUESDAY, DECEMBER 3, 2024

2025 JANUARY MEETINGS: 7th & 21st, 2025

*Indicates holidays or election conflicts

Clerk's Office - Council Book Preparation Process: Mayor and Council require a paper copy of the Council Meeting books. Council books are compiled one week prior to the scheduled Council Meeting date (Tuesdays). Council will receive their paper books and links to the agendas 2 days prior to posting to the public (Thursday prior to the meeting by noon). The City Clerk will verify when ready to post to the web.

Prepared by Kristi Passarelli, City Clerk – 11/1/2023



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 21, 2023
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

Consent: Yes Regular: No Public Hearing: No Report/Discussion: No

Agenda Wording:

Consideration and action to approve Resolution No. 2023-167; A Resolution canvassing the November 7, 2023 Special Election Results.

Motion:

I move to approve Resolution No. 2023-167; A Resolution canvassing the November 7, 2023 Special Election Results.

Background:

The action being requested follows Arizona State Election laws for canvassing election results.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Resolution 2023-167 Agenda Item
-

RESOLUTION NO. 2023-167

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL BOND ELECTION HELD ON NOVEMBER 7, 2023 AND ORDERING THE RECORDING OF SUCH RESOLUTION.

WHEREAS, the City of Surprise did cause the following matter to be submitted to the qualified electors of the City at a Special Bond Election held in and for the City of Surprise on the 7th day of November, 2023 two (2) questions; and

WHEREAS, the election returns have been presented to and have been canvassed by the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Surprise, Arizona, that:

SECTION 1: The total number of ballots cast at said Special Election were **26,058** and distributed as follows included in Exhibits “A” (Summary Report) & “B” (Precinct Canvass):

Citywide all Districts Combined:

QUESTION NO. 1: TRANSPORTATION ISSUANCE OF BONDS PAYABLE FROM SECONDARY (AD VALOREM) PROPERTY TAX

A “YES” vote shall authorize the governing body of the City of Surprise, Arizona to issue and sell \$66,000,000 of general obligation bonds of the City to be repaid with secondary property taxes for transportation projects.

A “NO” vote shall not authorize the governing body of the City of Surprise, Arizona to issue and sell such bonds of the City.

Ballots for:	14,636	Percentage: 57.34%
Ballots Against:	10,887	Percentage: 42.66%

QUESTION NO. 2: PUBLIC SAFETY ISSUANCE OF BONDS PAYABLE FROM SECONDARY (AD VALOREM) PROPERTY TAX

A “YES” vote shall authorize the governing body of the City of Surprise, Arizona to issue and sell \$34,000,000 of general obligation bonds of the City to be repaid with secondary property taxes for public safety projects.

A “NO” vote shall not authorize the governing body of the City of Surprise, Arizona to issue and sell such bonds of the City.

Ballots for:	15,241	Percentage: 59.27%
Ballots Against:	10,473	Percentage: 40.73%

SECTION 2: It is hereby found, determined and declared of record, that more than one-half of the ballots cast on Question No. 1 at said election voted “**YES**”, therefore the measure was **APPROVED** by the voters.

It is hereby found, determined and declared of record, that more than one-half of the ballots cast on Question No. 2 at said election voted “**YES**”, therefore the following measure was **APPROVED** by the voters.

SECTION 3: It is ordered that, directly following the adoption of this Resolution, the City Clerk shall record this Resolution with the Maricopa County Recorder’s Office.

PASSED AND ADOPTED by the Mayor and City Council of the City of Surprise, Arizona, this **21st day of November 2023.**

Skip Hall, Mayor

Page 2 – Resolution No. 2023-167

ATTEST:

APPROVED TO FORM:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
SPECIAL ELECTION
NOVEMBER 7, 2023
FINAL RESULTS - SUMMARY REPORT

Maricopa County Special Election November 7, 2023

FINAL RESULTS

Elector Group	Counting Group	Voters Cast	Registered Voters	Turnout
Total	EARLY VOTE	26,058	94,101	27.69%
	ELECTION DAY	0		0.00%
	PROVISIONAL	0		0.00%
	Total	26,058		27.69%

Voters Cast: 26,058 of 94,101 (27.69%)

Surprise-QUESTION 1 (Vote for 1)

	Total	
Times Cast	26,058 / 94,101	27.69%
Undervotes	512	
Overvotes	23	

Candidate	Party	Total	
BOND APPROVAL, YES	NON	14,636	57.34%
BOND APPROVAL, NO	NON	10,887	42.66%
Total Votes		25,523	

Surprise-QUESTION 2 (Vote for 1)

	Total	
Times Cast	26,058 / 94,101	27.69%
Undervotes	311	
Overvotes	33	

Candidate	Party	Total	
BOND APPROVAL, YES	NON	15,241	59.27%
BOND APPROVAL, NO	NON	10,473	40.73%
Total Votes		25,714	

EXHIBIT B
SPECIAL ELECTION
NOVEMBER 7, 2023
FINAL RESULTS - PRECINCT REPORT

FINAL STATEMENT OF VOTES CAST

Special Election

Maricopa County

November 7, 2023

Precinct	Registered Voters	Voters Cast	% Turnout
County			
Electionwide			
5031 1 - NOV 2023			
EARLY VOTE	20,137	4,897	24.32%
ELECTION DAY	20,137	0	0.00%
PROVISIONAL	20,137	0	0.00%
Total	20,137	4,897	24.32%
5032 2 - NOV 2023			
EARLY VOTE	18,068	9,119	50.47%
ELECTION DAY	18,068	0	0.00%
PROVISIONAL	18,068	0	0.00%
Total	18,068	9,119	50.47%
5033 3 - NOV 2023			
EARLY VOTE	16,802	3,697	22.00%
ELECTION DAY	16,802	0	0.00%
PROVISIONAL	16,802	0	0.00%
Total	16,802	3,697	22.00%
5034 4 - NOV 2023			
EARLY VOTE	14,033	3,380	24.09%
ELECTION DAY	14,033	0	0.00%
PROVISIONAL	14,033	0	0.00%
Total	14,033	3,380	24.09%
5035 5 - NOV 2023			
EARLY VOTE	14,607	2,906	19.89%
ELECTION DAY	14,607	0	0.00%
PROVISIONAL	14,607	0	0.00%
Total	14,607	2,906	19.89%

Precinct	Registered Voters	Voters Cast	% Turnout
5163 133 - NOV 2023			
EARLY VOTE	10,454	2,059	19.70%
ELECTION DAY	10,454	0	0.00%
PROVISIONAL	10,454	0	0.00%
Total	10,454	2,059	19.70%
Electionwide - Total	94,101	26,058	27.69%
County - Total	94,101	26,058	27.69%
EARLY VOTE	94,101	26,058	27.69%
ELECTION DAY	94,101	0	0.00%
PROVISIONAL	94,101	0	0.00%

Surprise-QUESTION 1 (Vote for 1) **** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
County				
Electionwide				
5031 1 - NOV 2023				
EARLY VOTE	4,897	20,137	93	6
ELECTION DAY	0	20,137	0	0
PROVISIONAL	0	20,137	0	0
Total	4,897	20,137	93	6
5032 2 - NOV 2023				
EARLY VOTE	9,119	18,068	187	9
ELECTION DAY	0	18,068	0	0
PROVISIONAL	0	18,068	0	0
Total	9,119	18,068	187	9
5033 3 - NOV 2023				
EARLY VOTE	3,697	16,802	56	0
ELECTION DAY	0	16,802	0	0
PROVISIONAL	0	16,802	0	0
Total	3,697	16,802	56	0
5034 4 - NOV 2023				
EARLY VOTE	3,380	14,033	75	4
ELECTION DAY	0	14,033	0	0
PROVISIONAL	0	14,033	0	0
Total	3,380	14,033	75	4
5035 5 - NOV 2023				
EARLY VOTE	2,906	14,607	62	2
ELECTION DAY	0	14,607	0	0
PROVISIONAL	0	14,607	0	0
Total	2,906	14,607	62	2

Precinct	BOND APPROVAL, YES (NON)		BOND APPROVAL, NO (NON)		Total Votes
County					
Electionwide					
5031 1 - NOV 2023					
EARLY VOTE	2,963	61.75%	1,835	38.25%	4,798
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	2,963	61.75%	1,835	38.25%	4,798
5032 2 - NOV 2023					
EARLY VOTE	5,339	59.83%	3,584	40.17%	8,923
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	5,339	59.83%	3,584	40.17%	8,923
5033 3 - NOV 2023					
EARLY VOTE	1,968	54.05%	1,673	45.95%	3,641
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	1,968	54.05%	1,673	45.95%	3,641
5034 4 - NOV 2023					
EARLY VOTE	1,783	54.01%	1,518	45.99%	3,301
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	1,783	54.01%	1,518	45.99%	3,301
5035 5 - NOV 2023					
EARLY VOTE	1,481	52.11%	1,361	47.89%	2,842
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	1,481	52.11%	1,361	47.89%	2,842

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5163 133 - NOV 2023				
EARLY VOTE	2,059	10,454	39	2
ELECTION DAY	0	10,454	0	0
PROVISIONAL	0	10,454	0	0
Total	2,059	10,454	39	2
Electionwide - Total	26,058	94,101	512	23
County - Total	26,058	94,101	512	23

Precinct	BOND APPROVAL, YES (NON)		BOND APPROVAL, NO (NON)		Total Votes
5163 133 - NOV 2023					
EARLY VOTE	1,102	54.61%	916	45.39%	2,018
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	1,102	54.61%	916	45.39%	2,018
Electionwide - Total	14,636	57.34%	10,887	42.66%	25,523
County - Total	14,636	57.34%	10,887	42.66%	25,523

Surprise-QUESTION 2 (Vote for 1)
**** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
County				
Electionwide				
5031 1 - NOV 2023				
EARLY VOTE	4,897	20,137	42	9
ELECTION DAY	0	20,137	0	0
PROVISIONAL	0	20,137	0	0
Total	4,897	20,137	42	9
5032 2 - NOV 2023				
EARLY VOTE	9,119	18,068	111	13
ELECTION DAY	0	18,068	0	0
PROVISIONAL	0	18,068	0	0
Total	9,119	18,068	111	13
5033 3 - NOV 2023				
EARLY VOTE	3,697	16,802	40	2
ELECTION DAY	0	16,802	0	0
PROVISIONAL	0	16,802	0	0
Total	3,697	16,802	40	2
5034 4 - NOV 2023				
EARLY VOTE	3,380	14,033	58	1
ELECTION DAY	0	14,033	0	0
PROVISIONAL	0	14,033	0	0
Total	3,380	14,033	58	1
5035 5 - NOV 2023				
EARLY VOTE	2,906	14,607	36	5
ELECTION DAY	0	14,607	0	0
PROVISIONAL	0	14,607	0	0
Total	2,906	14,607	36	5

Precinct	BOND APPROVAL, YES (NON)		BOND APPROVAL, NO (NON)		Total Votes
County					
Electionwide					
5031 1 - NOV 2023					
EARLY VOTE	2,930	60.46%	1,916	39.54%	4,846
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	2,930	60.46%	1,916	39.54%	4,846
5032 2 - NOV 2023					
EARLY VOTE	5,625	62.53%	3,370	37.47%	8,995
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	5,625	62.53%	3,370	37.47%	8,995
5033 3 - NOV 2023					
EARLY VOTE	2,023	55.35%	1,632	44.65%	3,655
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	2,023	55.35%	1,632	44.65%	3,655
5034 4 - NOV 2023					
EARLY VOTE	1,904	57.33%	1,417	42.67%	3,321
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	1,904	57.33%	1,417	42.67%	3,321
5035 5 - NOV 2023					
EARLY VOTE	1,586	55.36%	1,279	44.64%	2,865
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	1,586	55.36%	1,279	44.64%	2,865

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5163 133 - NOV 2023				
EARLY VOTE	2,059	10,454	24	3
ELECTION DAY	0	10,454	0	0
PROVISIONAL	0	10,454	0	0
Total	2,059	10,454	24	3
Electionwide - Total	26,058	94,101	311	33
County - Total	26,058	94,101	311	33

Precinct	BOND APPROVAL, YES (NON)		BOND APPROVAL, NO (NON)		Total Votes
5163 133 - NOV 2023					
EARLY VOTE	1,173	57.73%	859	42.27%	2,032
ELECTION DAY	0		0		0
PROVISIONAL	0		0		0
Total	1,173	57.73%	859	42.27%	2,032
Electionwide - Total	15,241	59.27%	10,473	40.73%	25,714
County - Total	15,241	59.27%	10,473	40.73%	25,714



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023

Contact Person: Trever Fleetham, PLANNER
SENIOR

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Asante Trails" a property generally located at the southwest corner of Pat Tillman Blvd and 163rd Avenue; Case FS23-0058.

Motion:

I move to approve the Final Plat entitled "Asante Trails".

Background:

Withey Morris Baugh, PLC, on behalf of Kimco Surprise II, LLC, seeks approval of a Final Plat of the subject property generally located at the southwest corner of Pat Tillman Blvd and 163rd Avenue. The proposed Final Plat seeks to subdivide one (1) lot of approximately 93.6 acres into five (5) lots.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant to subdivide the property as proposed to accommodate future development.

Policy Compliant:

The proposed Final Plat is consistent with the Surprise General Plan 2035 and the City of Surprise Land Development Ordinance.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS23-0058 Asante Trails Final Plat - Staff Report 112123 CC
 2. 01 - FS23-0058 Asante Trails Final Plat - Vicinity Map
 3. 02 - FS23-0058 Asante Trails Final Plat - Zoning Map
 4. 03 - FS23-0058 Asante Trails Final Plat - Plat Exhibit
 5. 04 - FS23-0058 Asante Trails Final Plat - Plat
 6. FS23-0058 Asante Trails Final Plat - Presentation 112123 CC
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0058

Project Name: Asante Trails Final Plat

Council District: 1 – Acacia

City Council Date: November 21, 2023

Planner: Trever Fleetham, AICP

Owner: Kimco Barclay Surprise II, LLC

Applicant: Withey Morris Baugh, PLC

Request: Final Plat to create five (5) lots

Site Location: Generally located at the southwest corner of Pat Tillman Blvd. and 163rd Ave.

Site Size: Approximately 93.6 gross acres

Findings:

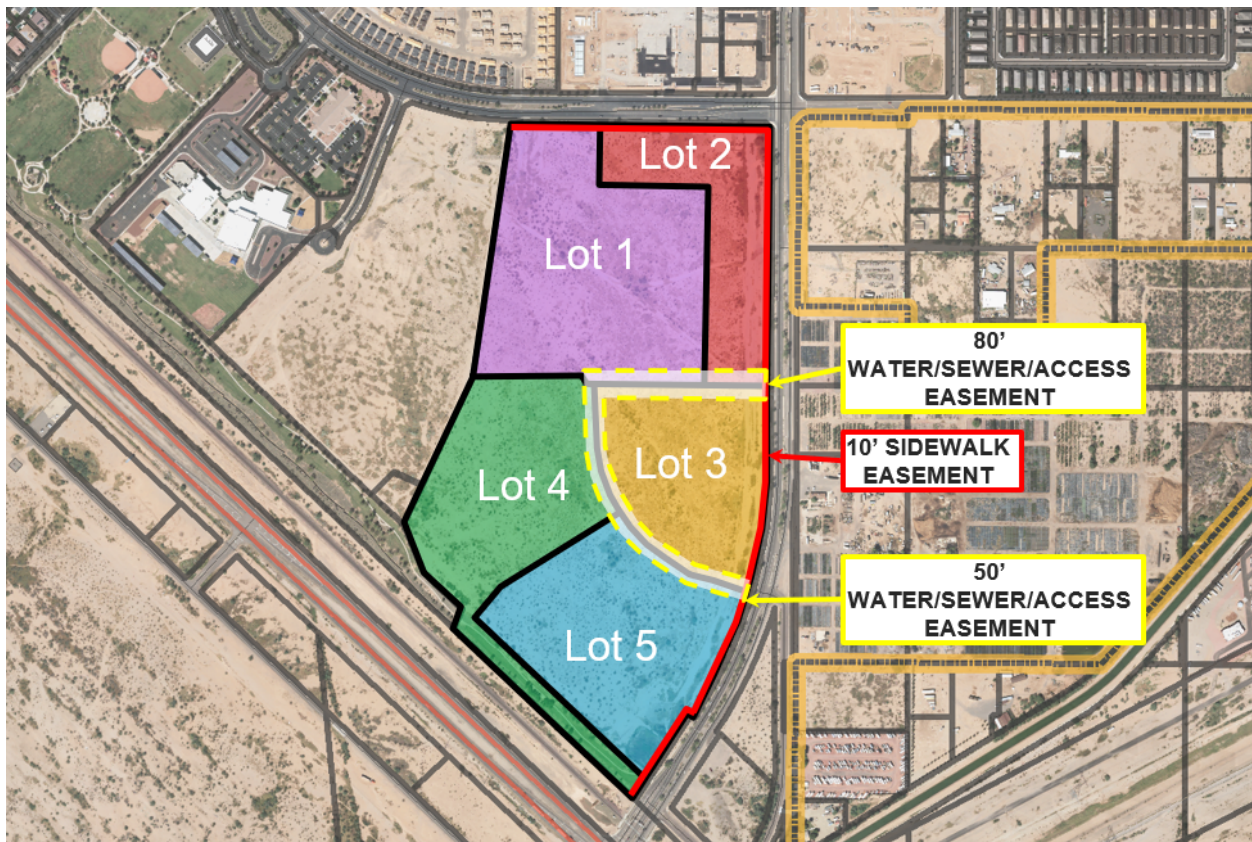
- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Land Development Ordinance.

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the subdivide the property as proposed.
Deny – Denial of the requested Final Plat will leave the subject parcel as-is.

Additional Information:

Withey Morris Baugh, PLC, on behalf of Kimco Barclay Surprise II, LLC, requests approval of a Final Plat entitled “Final Plat for Asante Trails” dated October 16, 2023. The subject parcel is zoned Planned Area Development (PAD) – Asante and is located at the southwest corner of Pat Tillman Blvd. and 163rd Ave. The subject Final Plat proposed to subdivide a 93.57-acre parcel into five (5) lots to accommodate future commercial and residential development.

This Final Plat does not propose any right-of-way dedications. A ten-foot Sidewalk Easement is being proposed along the northern and eastern boundaries of the overall parcel. Additionally, a 50’ and 80’ public water, sewer, and access easement is being proposed through the center of the site to accommodate a future spine road.



The area for each parcel is shown below:

- Lot 1 – 25.90 acres
- Lot 2 – 12.14 acres
- Lot 3 – 15.18 acres
- Lot 4 – 20.34 acres
- Lot 5 – 20.00 acres

The proposed Final Plat dedicates the following:

- Ten-foot Sidewalk Easement on Lots 1, 2, 3 and 5
- 80' public water, sewer, and access easement on Lots 1, 2, and 3
- 50' public water, sewer, and access easement on Lots 3, 4, and 5
- No ROW is being dedicated with this Plat

General Plan Conformance:

The proposed Final Plat was reviewed against the goals, policies, recommendations, and guidelines of the City of Surprise General Plan 2035. The proposed Final Plat is consistent with the General Plan in some of the following ways:

This project is located within the Commerce & Office character area of the General Plan. The proposed Plat adheres to the design guidelines of the character area which allows for regional commercial development.

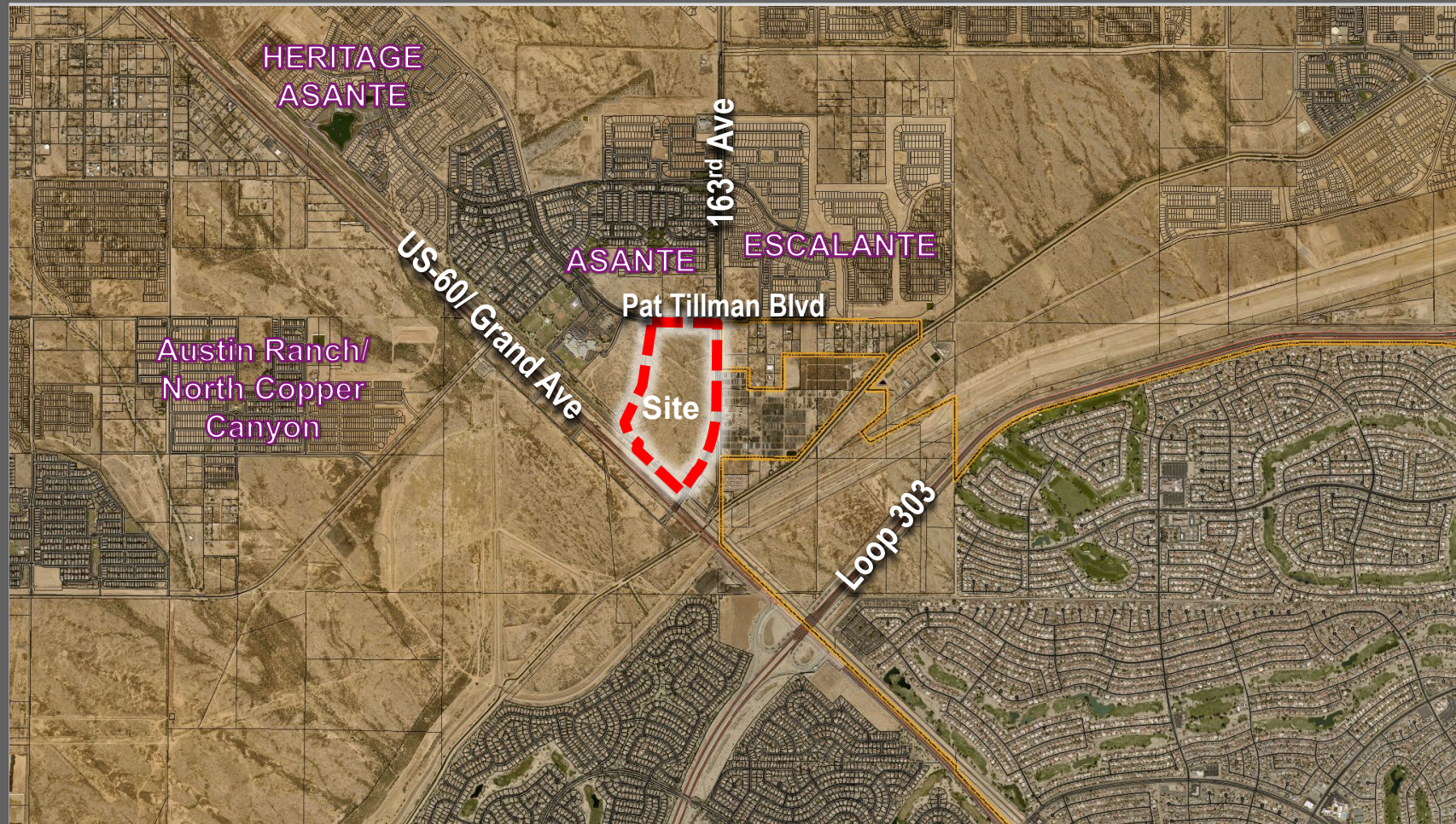
This project maintains compatibility with the quality of existing land uses in the surrounding area in that it continues the Commercial development pattern established in the vicinity of this parcel.

Reviewing Agencies:

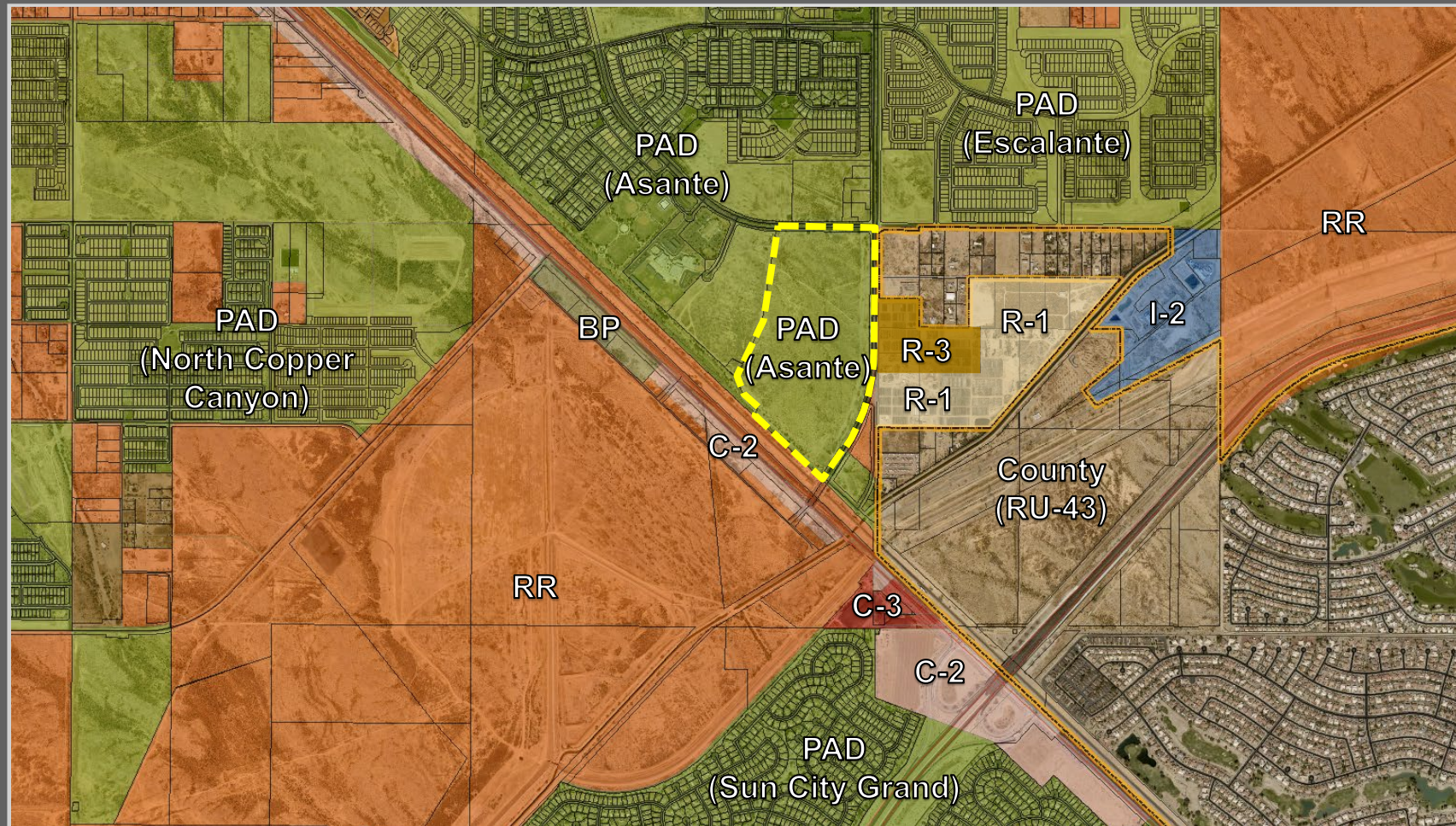
This project was routed to both Luke Air Force Base and the Maricopa Water District for review. Both agencies have indicated no objections.

Attachments:

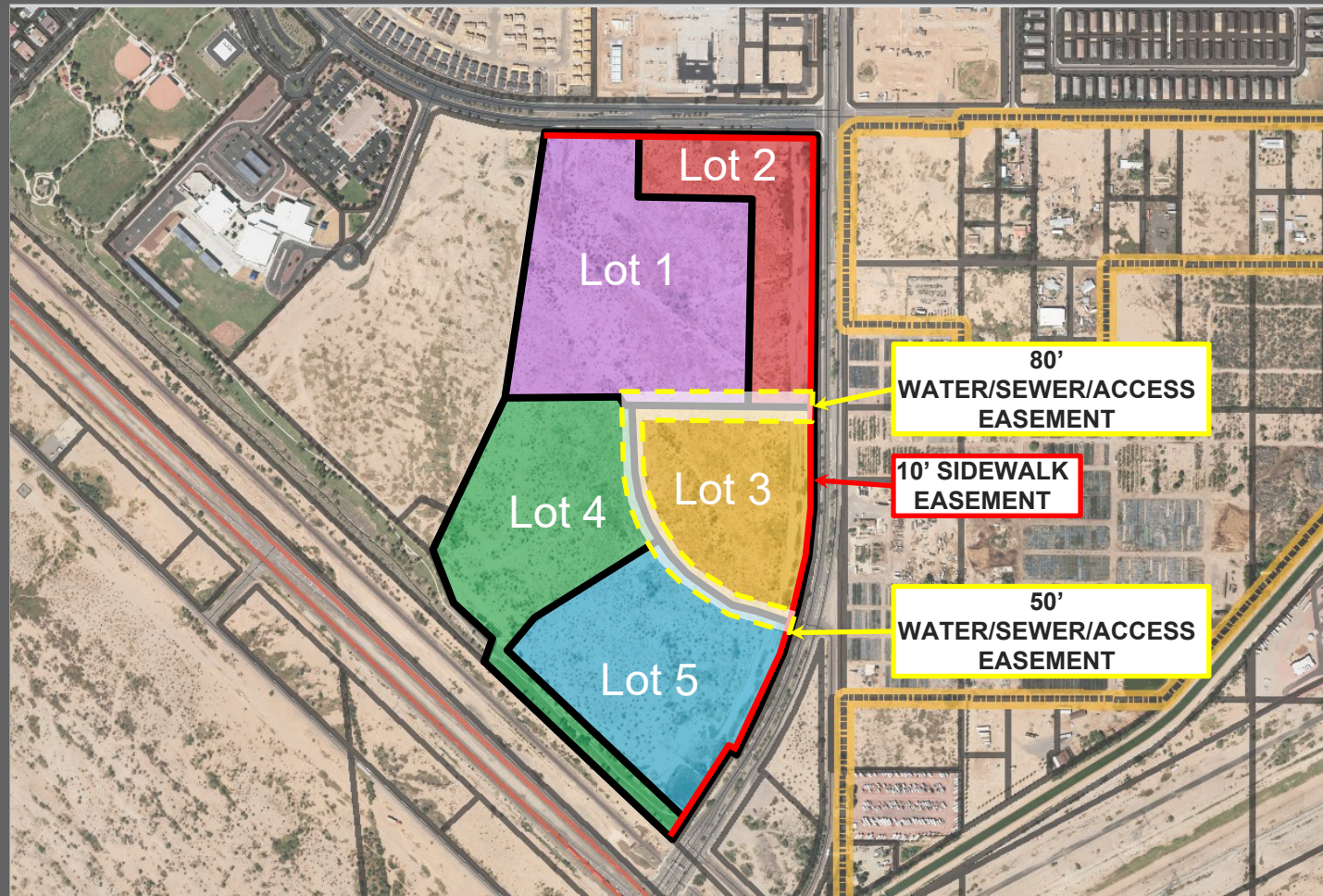
01 Vicinity Map
02 Zoning Map
03 Plat Exhibit
04 Final Plat
PPT



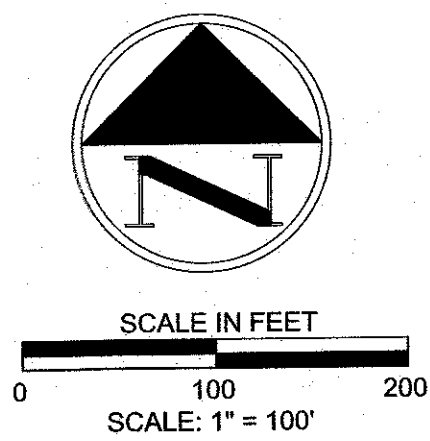
VICINITY MAP



ZONING MAP



FINAL PLAT
FOR
ASANTE TRAILS



SURVEY LEGEND

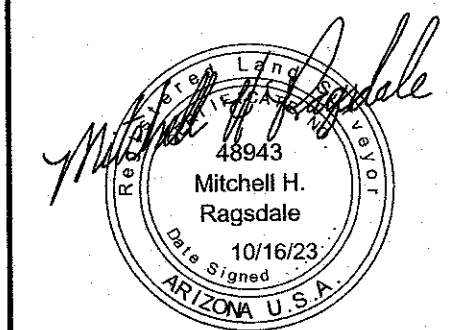
- ◆ SECTION CORNER AS NOTED
- MONUMENT AS NOTED
- ⊙ CITY OF SURPRISE BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP RLS 48943
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDS
- SECTION LINE
- BOUNDARY LINE
- CENTER LINE
- - - EASEMENT LINE AS NOTED

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	22.64'	1567.50'	000°49'39"	S88° 42' 00"E	22.64'
C2	982.66'	1500.00'	037°32'06"	S70° 20' 43"E	965.19'

Area Table			
Parcel #	Parcel Name	Area (SF)	Area (AC)
1	Lot 1	1128319.57	25.90
2	Lot 2	528758.25	12.14
3	Lot 3	661290.52	15.18
4	Lot 4	886150.27	20.34
5	Lot 5	871200.70	20.00
	TOTAL	4075719.31	93.57

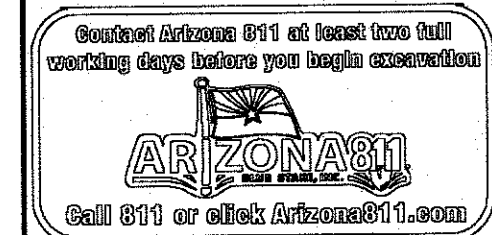
SURVEY NOTE

THE EXISTING RIGHT-OF-WAY ALONG WEST PAT TILLMAN BOULEVARD AND 163RD AVENUE HAS BEEN DEDICATED PER ASANTE PHASE ONE PER BOOK 857 OF MAPS, PAGE 17 AND AS CORRECTED BY AFFIDAVITS OF CORRECTION RECORDED AT INSTRUMENT NO. 2007-0034608 AND NO. 2007-0113812, M.C.R.



FINAL PLAT

ASANTE TRAILS



DATE: 10 / 16 / 23

CHECKED BY: MHR

DRAWN BY: BWB

TITLE:
FINAL PLAT

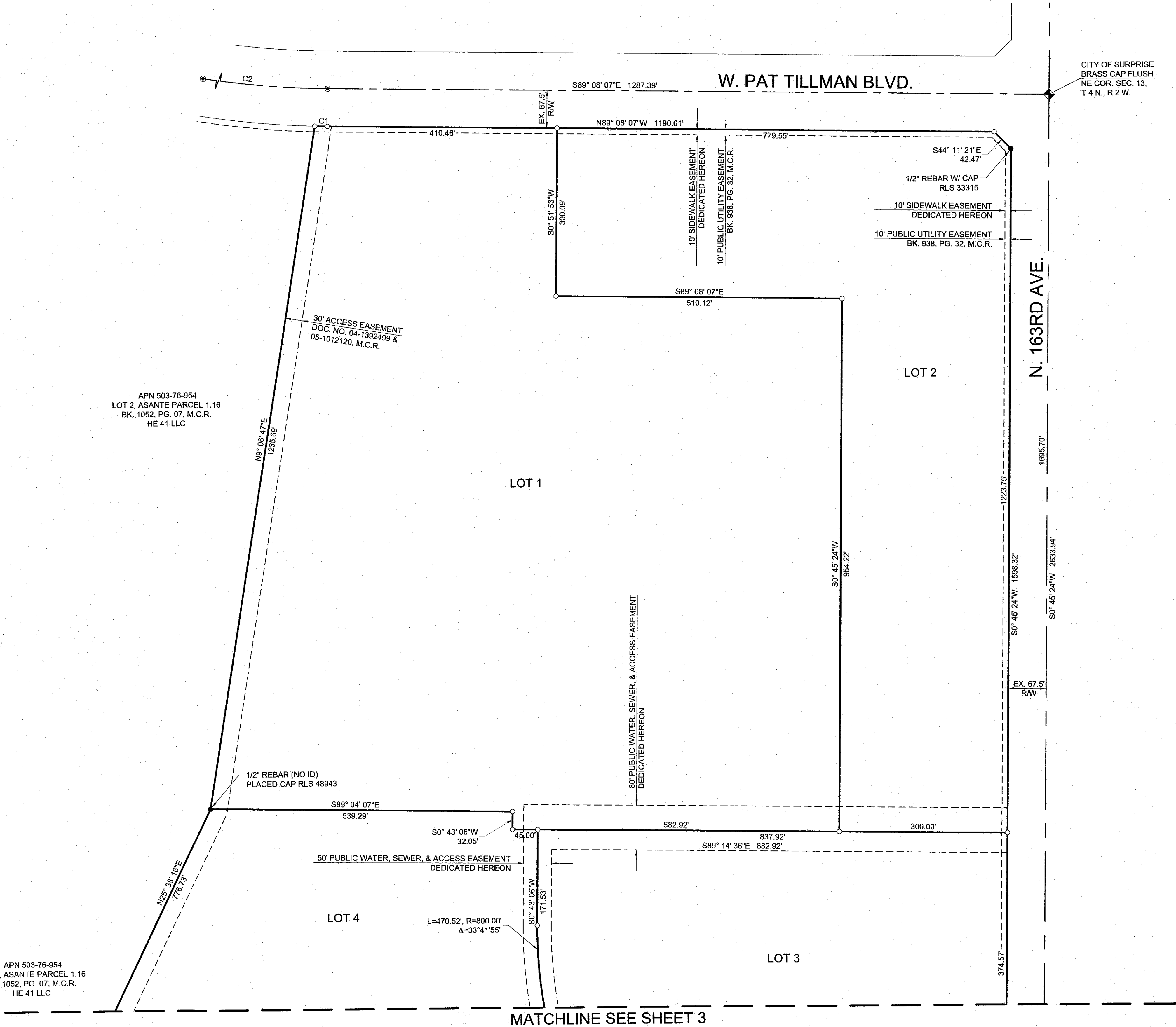
SHEET No.
2 of 3

PROJECT No.
1183

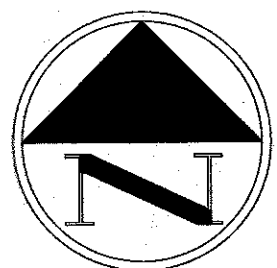
CASE # FS23-0058

APN 503-76-954
LOT 2, ASANTE PARCEL 1.16
BK. 1052, PG. 07, M.C.R.
HE 41 LLC

APN 503-76-954
LOT 2, ASANTE PARCEL 1.16
BK. 1052, PG. 07, M.C.R.
HE 41 LLC



FINAL PLAT
FOR
ASANTE TRAILS



SCALE IN FEET
0 100 200
SCALE: 1" = 100'

SURVEY LEGEND

- SECTION CORNER AS NOTED
- MONUMENT AS NOTED
- CITY OF SURPRISE BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP RLS 48943
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDS
- SECTION LINE
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE AS NOTED

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	22.64'	1567.50'	000°49'39"	S88° 42' 00"E	22.64'
C2	982.66'	1500.00'	037°32'06"	S70° 20' 43"E	965.19'

Area Table			
Parcel #	Parcel Name	Area (SF)	Area (AC)
1	Lot 1	1128319.57	25.90
2	Lot 2	528758.25	12.14
3	Lot 3	661290.52	15.18
4	Lot 4	886150.27	20.34
5	Lot 5	871200.70	20.00
TOTAL		4075719.31	93.57

SURVEY NOTE

THE EXISTING RIGHT-OF-WAY ALONG WEST PAT TILLMAN BOULEVARD AND 163RD AVENUE HAS BEEN DEDICATED PER ASANTE PHASE ONE PER BOOK 857 OF MAPS, PAGE 17 AND AS CORRECTED BY AFFIDAVITS OF CORRECTION RECORDED AT INSTRUMENT NO. 2007-0034608 AND NO. 2007-0113812, M.C.R.

CALCULATED POSITION
PER BK. 938, PG. 32, M.C.R.
(NOTHING FOUND)
S.E. COR. SEC. 13,
T 4 N., R 2 W.

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P:602.277.8732 • info@terrascope.us • terrascopeconsulting.com



FINAL PLAT

ASANTE TRAILS



DATE: 10 / 16 / 23

CHECKED BY: MHR

DRAWN BY: BWB

TITLE:
FINAL PLAT

SHEET No.
3 of 3

PROJECT No.
1183

CASE # FS23-0058



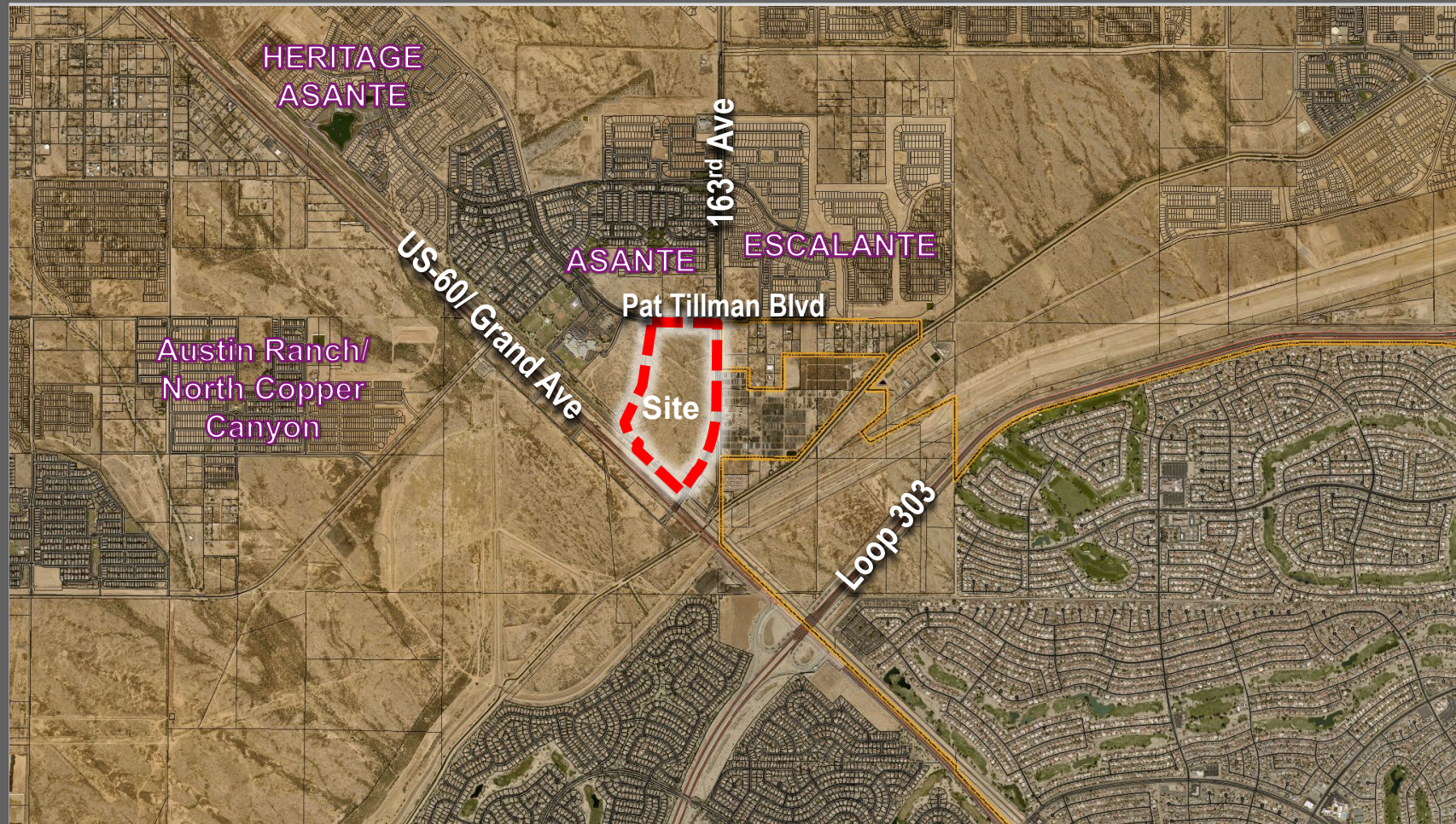
S U R P R I S E
A R I Z O N A

FS23-0058

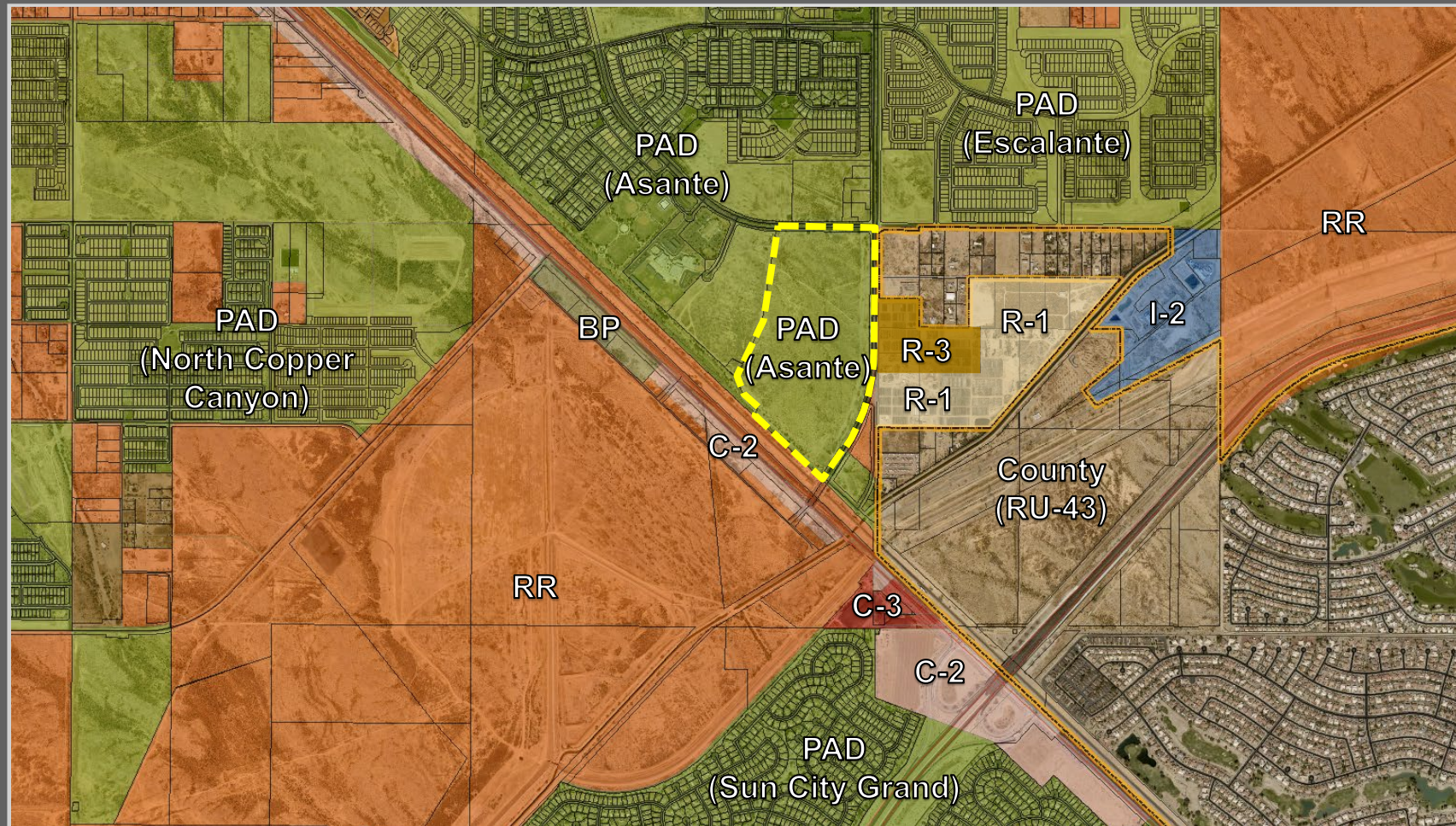
Asante Trails

Final Plat

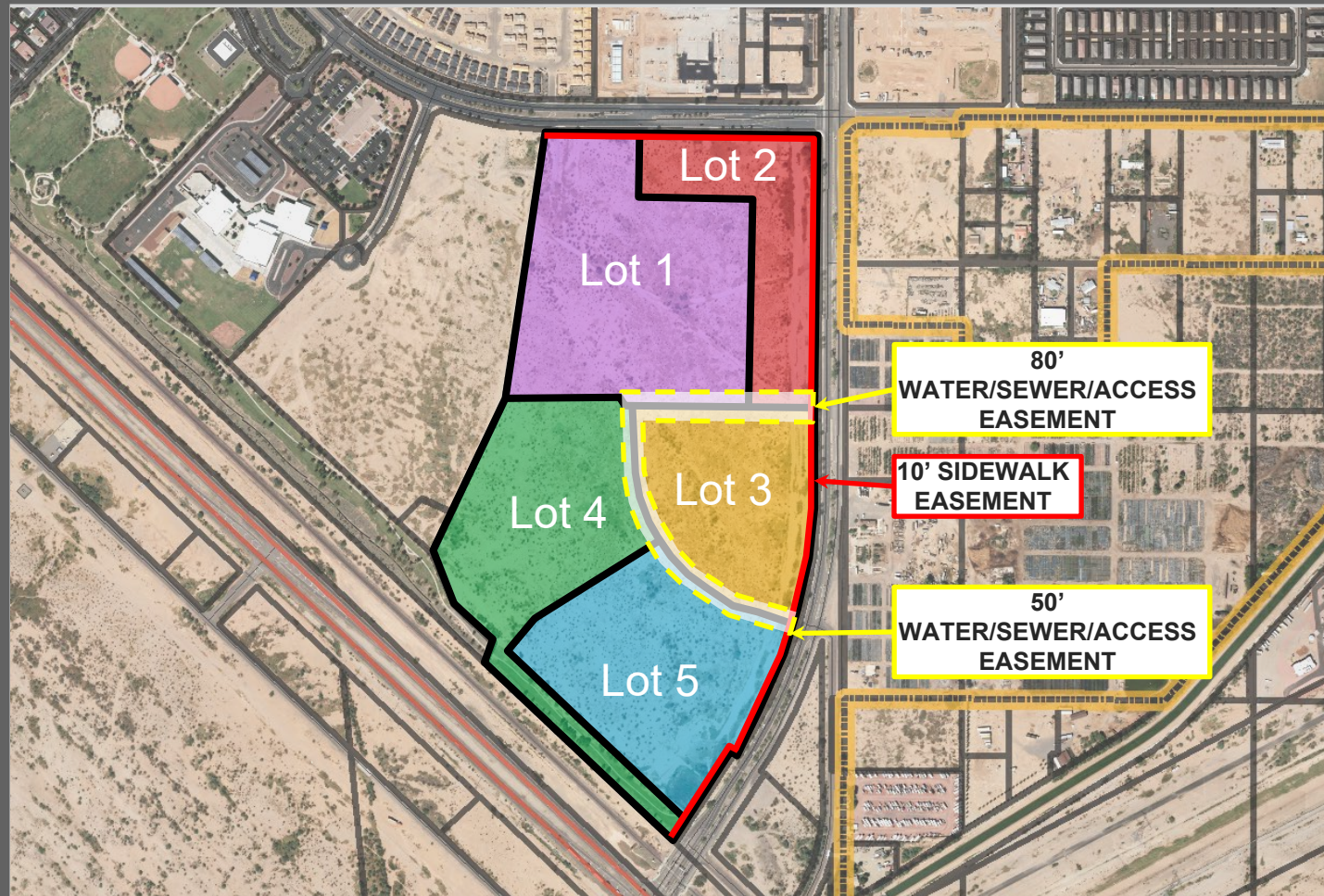
City Council
November 21, 2023



VICINITY MAP



ZONING MAP



FINAL PLAT FOR ASANTE TRAILS



SCALE: 1" = 100'

SURVEY LEGEND

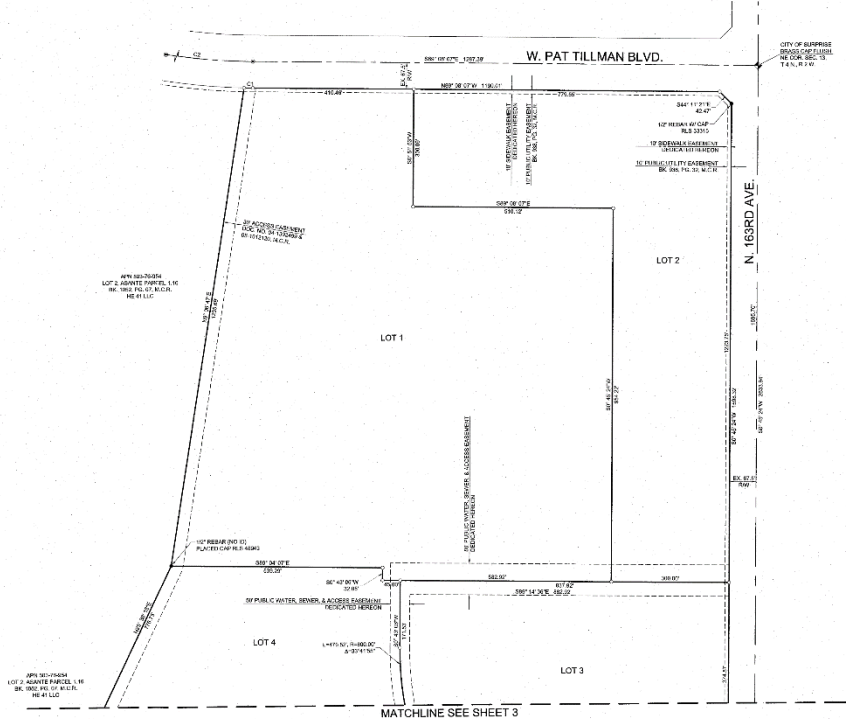
- SECTION CORNER AS NOTED
- WATERMETER AS NOTED
- CITY OF SURPRISE BRASS CAP FLOOD
- SET TOP FURNACE GAS FILL BOND
- PUBLIC UTILITY EASEMENT
- RIGHT OF WAY
- W.C.R. MARICOPA COUNTY RECORDS
- SECTION LINE
- BOUNDARY LINE
- CONVEY LINE
- EASEMENT LINE AS NOTED

Curve #	Length	Radius	Delta	Chord Distance	Chord Length
C1	22.04'	1007.80'	104°42'32"	1087'42'10"	22.04'
C2	103.84'	1003.02'	107°32'30"	1127'40'45"	103.84'

Parcel #	Plat	Area (SQ. FT.)	Area (AC.)
1	1/4 1	11520.00	26.39
2	1/4 2	8250.00	18.94
3	1/4 3	80720.00	18.59
4	1/4 4	108700.00	24.84
5	1/4 5	47100.00	10.80
6	1/4 6	40000.00	9.13

SURVEY NOTE

THE EXISTING FRONT OF W. PAT TILLMAN BOULEVARD AND THE EXISTING RIGHT OF WAY ALONG W. PAT TILLMAN BOULEVARD AND THE EXISTING RIGHT OF WAY ALONG N. 163RD AVE. HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF MARICOPA COUNTY RECORDS. THE EXISTING RIGHT OF WAY ALONG N. 163RD AVE. HAS BEEN RECORDED IN THE PUBLIC RECORDS OF MARICOPA COUNTY RECORDS. THE EXISTING RIGHT OF WAY ALONG N. 163RD AVE. HAS BEEN RECORDED IN THE PUBLIC RECORDS OF MARICOPA COUNTY RECORDS.



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FINAL PLAT

ASANTE TRAILS



DATE: 01/10/24
CHECKED BY: MHT
DRAWN BY: MHT
TITLE: FINAL PLAT
SHEET NO: 2 OF 3
PROJECT: 1553

CASE # FS23-0058

FS23-0058 FINAL PLAT

FINAL PLAT FOR ASANTE TRAILS

MATCHLINE SEE SHEET 2

LOT 3

LOT 4

LOT 3

LOT 5

BURLINGTON NORTHERN AND SANTA FE RAILWAY



SCALE 1" = 100'

SURVEY LEGEND

- SECTION CORNER AS NOTED
- BOUNDARY AS NOTED
- CITY OF DENVER MINOR CAP FLUSH
- 1/2" 1/2" REBAR IN CAP FLO-4043
- PUBLIC UTILITY EASEMENT
- RIGHT OF WAY
- MINOR SURVEY COUNTY RECORDS
- SECTION LINE
- BOUNDARY LINE
- SECTION LINE
- BOUNDARY LINE AS NOTED

Curve #	Length	Bearing	Curve	Station	Grade	Grade
C1	22.44'	S88°07'00"	300' RADIUS	S88°42'36"E	22.44'	
C2	162.69'	S00°00'00"	100' RADIUS	S20°20'43"E	162.69'	

Parcel #	Parcel Name	Area (SQ)	Area (AC)
1	Lot 1	11,281.97	25.81
2	Lot 2	10,704.26	24.44
3	Lot 3	10,026.22	22.91
4	Lot 4	10,171.27	23.34
5	Lot 5	8,712.76	20.04
TOTAL		40,897.48	92.54

SURVEY NOTE

THE SURVEY WAS CONDUCTED ALONG WITH THE MAIN BUILDING AND REAR ADJACENT HAS BEEN DEDICATED TO THE ASANTE TRAILS PHASE ONE PER BOOK 107 OF MAPS, FROM 1/1/1998 AND 1/1/1998 BY THE CITY OF DENVER, DENVER COUNTY RECORDS, INSTRUMENT NO. 2007-000000 AND 1/1/2007-011000, M.C.R.

ALL EASEMENTS
FOR THE USE OF THE
RAILROAD
AND THE
RAILROAD

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FINAL PLAT

ASANTE TRAILS



DATE: 10/19/12
CHECKED BY: NHR
DESIGNED BY: NHR
TITLE: FINAL PLAT
SHEET NO: 1 of 3
PROJECT NO: 1103

CASE # FS23-0058

FS23-0058 FINAL PLAT



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 3
Staff Recommendations: None

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
--------------	-------------	--------------------	-----------------------

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada, Unit R – Phase 3" and dated September 11, 2023, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS23-0325.

Motion:

I move to approve the Final Plat entitled, "Toll at Prasada, Unit R – Phase 3" and dated September 11, 2023.

Background:

Aaron Insko of Toll Brothers Arizona seeks approval of a Final Plat for Unit R of the Toll at Prasada development. The proposed Final Plat will create 46 standard lots consisting of three (3) lot products. Unit R was also included in the Phase 2 Infrastructure Plat that was approved under case FS19-061 and was depicted in said Final Plat as a single development parcel.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The proposed Final Plat is consistent with the Surprise General Plan 2035 and the City of Surprise Land Development Ordinance

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00-FS23-0325 Toll at Prasada Unit R Final Plat - Staff Report
 2. 01-FS23-0325 Toll at Prasada Unit R Final Plat - Vicinity Map
 3. 01-FS23-0325 Toll at Prasada Unit R Final Plat - Zoning Map
 4. 03-FS23-0325 Toll at Prasada Unit R Final Plat - Final Plat
 5. 04-FS23-0325 Toll at Prasada Unit R Final Plat - Landscape Plans
 6. 05-FS23-0325 Toll at Prasada Unit R Final Plat - Luke AFB Letter
 7. FS23-0325 Toll at Prasada Unit R Final Plat - CC Presentation
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0325

Project Name: Toll at Prasada Unit R Final Plat

Council District: 3 – Mesquite

Meeting Date: November 21, 2023

Planner: Tanner Wessel, Planner II

Owner: Toll Prasada, LLC

Applicant: Aaron Insco of Toll Brothers Arizona

Request: Final Plat for Unit R of the Toll at Prasada development located within the Prasada PAD

Site Location: Generally located west of Cotton Lane, between Cactus Road and Peoria Avenue

Site Size: Approximately 10.30 gross acres

Density: 4.47 gross DU/AC

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

Findings:

- The proposed Final Plat is consistent with the Prasada PAD.
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-1331.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

PROJECT DESCRIPTION:

The subject request involves a Final Plat for Unit R of the Toll at Prasada development (AKA Sterling Grove). The proposed Final Plat proposes 46 standard lots consisting of three (3) lot products. Unit R was also included in the Phase 2 Infrastructure Plat that was approved under case FS19-061 and was depicted in said Final Plat as a single development parcel.

EXISTING ZONING:

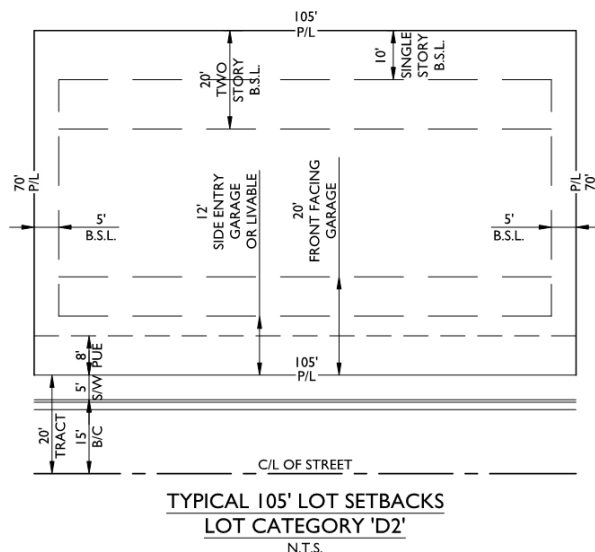
The following map depicts the existing zoning of the subject site and its surrounding:



Sarah Ann Ranch PAD Residential	Sarah Ann Ranch PAD Residential	RM-6 W/PUD Residential
Prasada PAD Residential	Prasada PAD Residential	Prasada PAD Residential
Prasada PAD Residential	Prasada PAD Residential	Prasada PAD Residential

BACKGROUND:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.



Access to this subdivision will be from Dana Point Boulevard to the southwest. Additionally, a 26-foot wide emergency access road from Cactus Road is proposed at the northeast corner of the site between Lots 3319 & 3320. The subject site has frontage to the golf course and will have 0.96 acres of passive open space. The landscaping and walls proposed within this plat is consistent with the remainder of the development and the Prasada PAD.

UTILITY AND SERVICES TABLE:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/AC or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 4.47 gross DU/AC the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies within the 0-6 DU/AC ribbon of the Luke Air Force Base Graduated Density Concept (GDC); however, the site is integral to the larger Sterling Grove project, which is approved for 2,207 lots overall and meets the guidance offered by the GDC

108 **REVIEWING AGENCIES:**

109
110 In addition to the standard City reviewing agencies, Luke Air Force Base, Maricopa Water
111 District, and the Maricopa County Department of Transportation were included in the routing
112 of this request. None of the reviewing agencies indicated any concerns over the request.
113

114 **SUMMARY:**

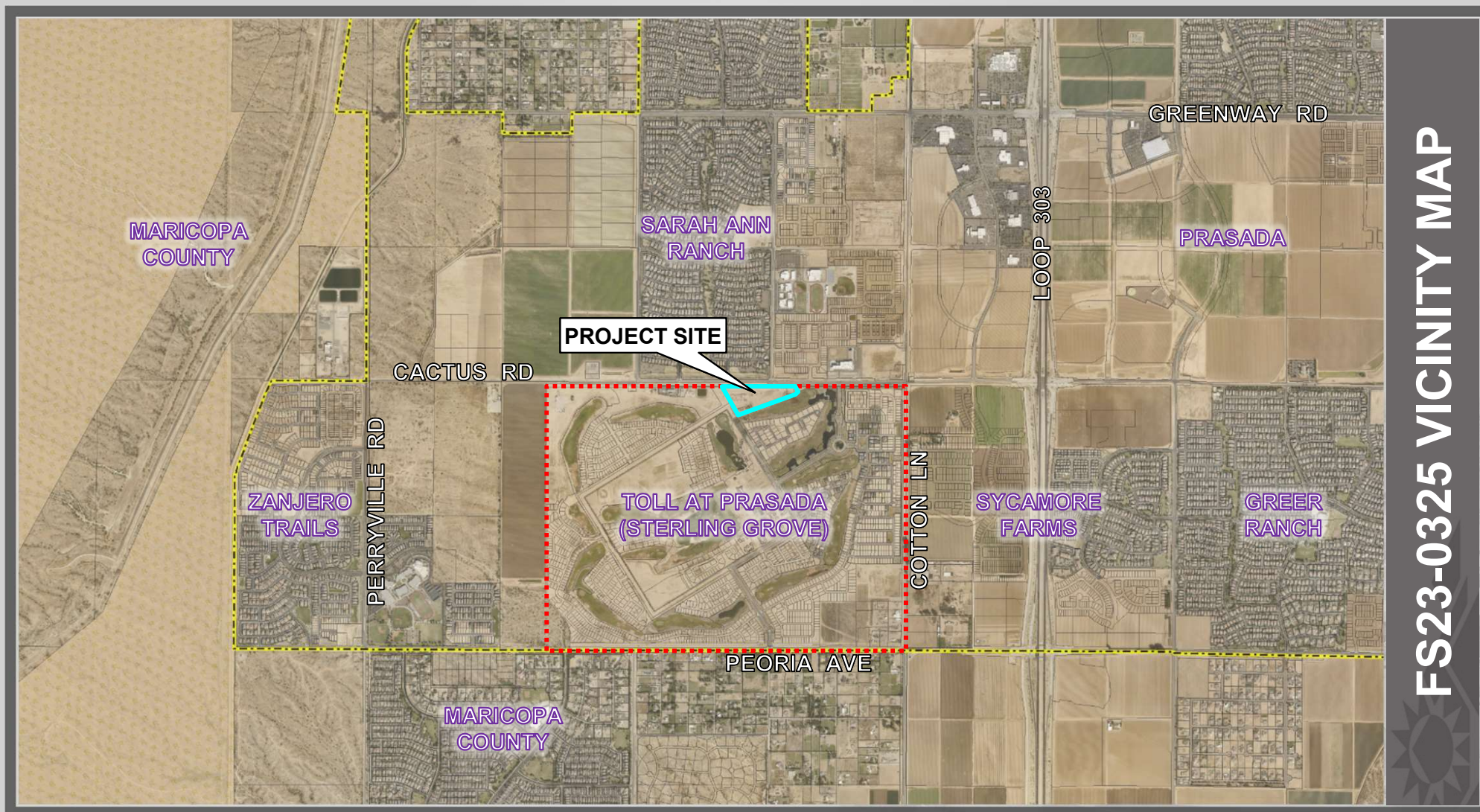
115
116 Staff concludes the subject Final Plat is consistent with the Prasada PAD and the applicable
117 requirements of the City of Surprise Land Development Ordinance. All City reviewing
118 departments have reviewed the request and expressed no concerns.
119

120 **FINDINGS:**

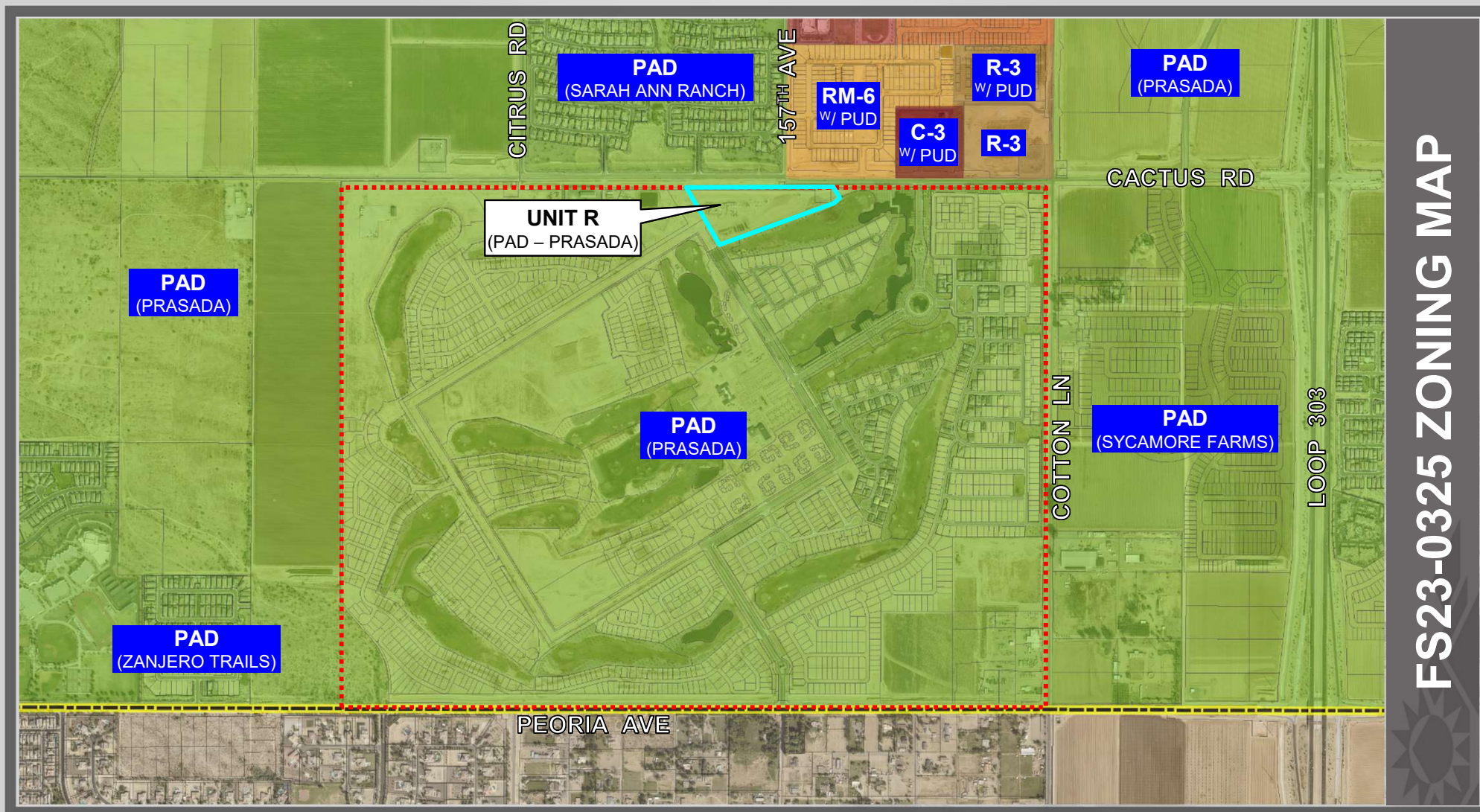
- 121
122
 - The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - The proposed Final Plat is consistent with the Prasada PAD.
 - The reviewing agencies have indicated no objections.
125

126 **ATTACHMENTS:**

127 01 Vicinity Map
128 02 Zoning Map
129 03 Final Plat
130 04 Landscape Plans
131 05 Luke AFB Letter
132 PowerPoint



FS23-0325 VICINITY MAP



FS23-0325 ZONING MAP

Oct 17, 2023 11:09am S:\Projects\2016\16-339\Legal Survey\Drawg\Final Plats\Phase 3\Unit R - Plat.dwg Unit R - Ph3 - 16-339 - Plat.dwg

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "OWNER", HAS SUBDIVIDED UNDER THE NAME TOLL AT PRASADA, UNIT R – PHASE 3, BEING A RE–PLAT OF PARCEL R, TOLL AT PRASADA, PHASE 2 MASTER PLAT, AS RECORDED IN BOOK 1576 OF MAPS, PAGE 33, M.C.R., SITUATED IN A PORTION OF THE NORTH HALF OF SECTION 23, TOWNSHIP 3 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 TOLL AT PRASADA, UNIT R – PHASE 3 AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES AND EMERGENCY VEHICLES.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL 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 CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER EASEMENT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS, WATER VALVES AND WATER METERS.

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

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

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.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON–EXCLUSIVE PUBLIC UTILITY ACCESS IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PRIVATE STREET TRACTS.

TRACTS "R–A" THROUGH "R–I" ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING SAID TRACTS.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED ITS CORPORATE NAMES TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2023.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER'S PREDECESSOR, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WESTCOR/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE-ANNEXATION DEVELOPMENT AGREEMENT DATED SEPTEMBER 12, 2006 ("AGREEMENT") WITH CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 19, 2066, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 20061238109. AGREEMENT WAS RECENTLY AMENDED AND RECORDED ON JULY 20, 2018, AT THE MARICOPA COUNTY RECORDER'S OFFICE DOCUMENT NO. 20180551464. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS–OF–WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA

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

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

PUBLIC NOTICE

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

RELEASE OF LIABILITY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND 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 AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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.

FINAL RE-PLAT
Toll at Prasada, Unit R - Phase 3

BEING A RE–PLAT OF PARCEL R, TOLL AT PRASADA, PHASE 2 MASTER PLAT, AS RECORDED IN BOOK 1576 OF MAPS, PAGE 33, M.C.R., SITUATED IN A PORTION OF THE NORTH HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

GENERAL NOTES

- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, 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.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
- IN ACCORDANCE WITH ARS § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42–11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' 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 HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT–OF–WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- ZONING OF THE PROPERTY IS PER SURPRISE ZONING CASE FS17–587 OR AS SUBSEQUENTLY AMENDED.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED UNDER CITY OF SURPRISE CASE FS22–1331.

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 3301–3346 (46 LOTS)	300,133	6.8899
TRACTS R–A – R–I	45,739	1.0500
PRIVATE STREETS (TRACT R–PS1)	102,867	2.3615
GROSS AREA	448,739	10.3016

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27–701007.0000 11/14/2018
CERTIFICATE NUMBER DATE

BASIS OF BEARING

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST PER GDACS 661–18 MCR.

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND
WATER DELIVERY AGREEMENT

LANDOWNER ENTERED INTO THE TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED JANUARY 2, 2019 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON JANUARY 3, 2019, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT 2019–0002436. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF TOLL PRASADA LLC, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2023.

MARICOPA COUNTY MUNICIPAL WATER ATTEST:
CONSERVATION DISTRICT NUMBER ONE,
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA

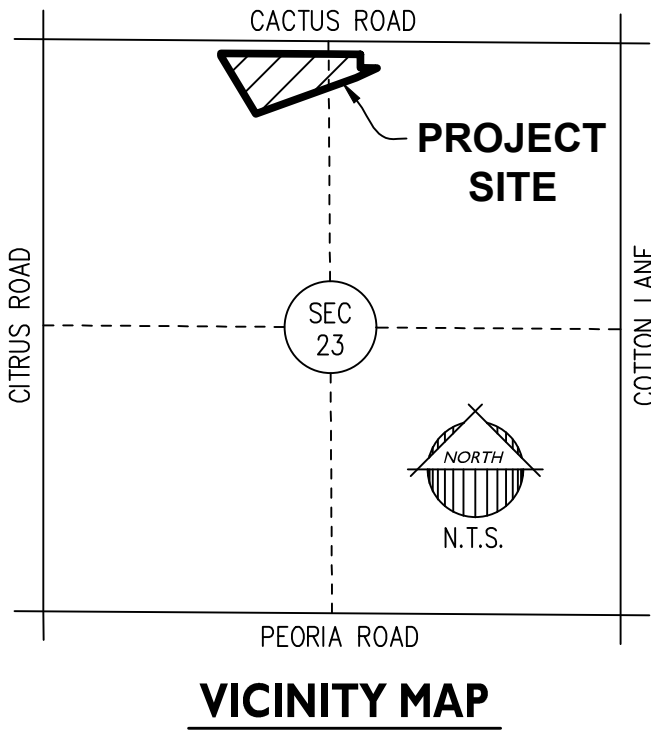
BY: _____ BY: _____
CHRISTINE CAIN GLEN VORTHERMS

ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____



ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)–503–2250
FAX: (480)–503–2258
CONTACT: JAMES ROGERS, P.E.

SHEET INDEX

- | | |
|-----|--|
| 1 | COVER SHEET |
| 2 | LOT AREA TABLE, LEGAL DESCRIPTION, CURVE TABLE, LINE TABLE & TRACT USE TABLE AND NOTES |
| 3–4 | FINAL PLAT PLAN SHEETS |

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT STERLING GROVE COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "TOLL AT PRASADA, UNIT R – PHASE 3" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, STERLING GROVE COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2023.

STERLING GROVE COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON–PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES:

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2023, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2023.

ATTEST:

MAYOR DATE _____

CITY CLERK DATE _____

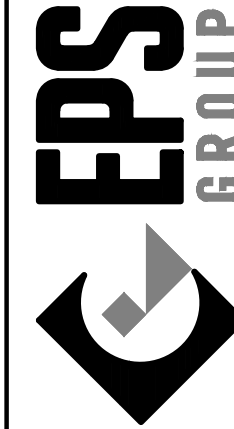
CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2023; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON, RLS 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503–2250
FAX: (480) 503–2258

DATE OF PREPARATION: 04/14/23 (REVISED JUNE 13, 2023, REVISED JULY 06, 2023, REVISED SEPTEMBER 11, 2023 & REVISED OCTOBER 17, 2023)

1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

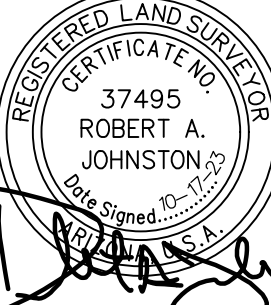


Project:
Toll at Prasada,
Unit R - Phase 3
SURPRISE, ARIZONA

FINAL RE-PLAT

Revisions:			
6/13/23	CITY REVIEW COMMENTS		
7/06/23	CITY REVIEW COMMENTS		
9/11/23	CITY REVIEW COMMENTS		
10/17/23	MWD REVIEW COMMENTS		

Designer: RAJ
Drawn by: TJP



Job No.
16-339

FP01

Sheet No.
1
of 4

CASE NUMBER: FS23-0325

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	CATEGORY
3301	6,600	0.1515	D1
3302	5,501	0.1263	D1
3303	5,505	0.1264	D1
3304	6,123	0.1406	D1
3305	11,829	0.2716	C
3306	6,592	0.1513	D1
3307	6,602	0.1516	D1
3308	5,502	0.1263	D1
3309	5,502	0.1263	D1
3310	5,502	0.1263	D1
3311	5,502	0.1263	D1
3312	5,502	0.1263	D1
3313	5,502	0.1263	D1
3314	5,502	0.1263	D1
3315	5,502	0.1263	D1
3316	5,661	0.1299	D1
3317	7,999	0.1836	D1
3318	6,730	0.1545	D1
3319	8,757	0.2010	D1
3320	6,503	0.1493	D1
3321	14,354	0.3295	C
3322	9,671	0.2220	C
3323	5,498	0.1262	D1
3324	5,498	0.1262	D1
3325	5,498	0.1262	D1
3326	5,498	0.1262	D1
3327	5,498	0.1262	D1
3328	6,597	0.1515	D1
3329	6,597	0.1515	D1
3330	5,498	0.1262	D1
3331	5,498	0.1262	D1
3332	5,498	0.1262	D1
3333	5,498	0.1262	D1
3334	5,498	0.1262	D1
3335	5,498	0.1262	D1
3336	6,597	0.1515	D1
3337	7,845	0.1801	C
3338	11,510	0.2642	C
3339	5,502	0.1263	D1
3340	5,500	0.1263	D1
3341	5,974	0.1371	D1
3342	6,000	0.1377	D1
3343	5,998	0.1377	D1
3344	5,207	0.1195	D1
3345	5,498	0.1262	D1
3346	8,390	0.1926	D2

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
R-A	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	1,565	0.0359
R-B	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	4,287	0.0984
R-C	LANDSCAPE, OPEN SPACE & ** PUBLIC UTILITY EASEMENT	2,472	0.0568
R-D	LANDSCAPE, OPEN SPACE & ** PUBLIC UTILITY EASEMENT	2,902	0.0666
R-E	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	1,565	0.0359
R-F	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	17,215	0.3952
R-G	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & SIGHT VISIBILITY TRIANGLE EASEMENT	10,100	0.2319
R-H	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	1,428	0.0328
R-I	LANDSCAPE, OPEN SPACE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	4,205	0.0965
R-PS1	PRIVATE STREET TRACT & PUBLIC UTILITIES EASEMENT	102,867	2.3615

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	222.17'	58.00'	219°28'11"	161.68'	109.19'	S78°09'12"W
C2	34.17'	20.00'	97°53'13"	22.96'	30.16'	S41°03'19"E
C3	42.44'	20.00'	121°34'58"	35.77'	34.91'	S29°12'36"W
C4	24.39'	20.00'	69°52'34"	13.97'	22.91'	N55°03'38"W
C5	38.44'	20.00'	110°07'26"	28.63'	32.79'	S34°56'22"W
C6	73.17'	60.00'	69°52'34"	41.92'	68.72'	N55°03'38"W
C7	24.39'	20.00'	69°52'34"	13.97'	22.91'	N55°03'38"W
C8	31.42'	20.00'	90°00'00"	20.00'	28.28'	N24°52'39"E
C9	31.42'	20.00'	90°00'00"	20.00'	28.28'	N65°07'21"W
C10	30.90'	20.00'	88°31'51"	19.49'	27.92'	N25°36'44"E
C11	271.83'	58.00'	268°31'51"	59.51'	83.07'	N64°23'16"W
C12	31.42'	20.00'	90°00'00"	20.00'	28.28'	S65°07'21"E
C13	31.42'	20.00'	90°00'00"	20.00'	28.28'	N24°52'39"E
C14	27.42'	20.00'	78°32'27"	16.35'	25.32'	S70°51'07"E
C15	82.25'	60.00'	78°32'27"	49.06'	75.96'	S70°51'07"E
C16	31.42'	20.00'	90°00'00"	20.00'	28.28'	N76°34'54"W
C17	31.42'	20.00'	90°00'00"	20.00'	28.28'	N13°25'06"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°00'02"E	22.73'
L2	S80°34'30"E	17.71'
L3	S89°26'55"E	41.50'
L4	S39°28'42"E	44.78'
L5	S58°25'06"W	38.00'
L6	N89°59'55"W	12.68'
L7	S89°59'55"E	10.65'
L8	S20°07'21"E	37.58'
L9	S20°07'21"E	70.00'
L10	S20°07'21"E	13.74'
L11	S20°07'21"E	50.00'
L12	S20°07'21"E	43.84'
L13	N20°07'21"W	32.27'
L14	S69°52'39"W	20.00'
L15	N20°07'21"W	35.00'
L16	N20°07'21"W	9.09'
L17	S20°07'21"E	9.09'
L18	S33°51'50"W	13.02'
L19	S63°43'39"W	53.25'
L20	S00°00'00"E	24.95'
L21	S25°36'44"W	20.68'
L22	N67°25'18"W	22.66'
L23	N67°25'18"W	23.70'
L24	N30°46'34"E	38.58'
L25	N42°18'09"E	12.00'
L26	S20°07'21"E	38.00'
L27	S20°07'21"E	77.03'
L28	N31°34'54"W	15.00'
L29	N31°34'54"W	15.00'
L30	S00°00'00"E	114.00'
L31	N00°00'02"E	114.00'
L32	N89°59'55"W	7.94'

LEGAL DESCRIPTION

A PORTION OF THE NORTH HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FLUSH CITY OF SURPRISE BRASS CAP AT THE NORTHEAST CORNER OF SAID SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, FROM WHICH A MCDOT BRASS CAP IN HANDHOLE AT THE EAST QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST, 2640.04 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, 2355.22 FEET TO A POINT ON THE NORTH LINE OF THE OF NORTHEAST QUARTER OF SAID SECTION 23;

THENCE, DEPARTING SAID NORTH LINE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS WEST, 114.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS WEST, 124.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 150.00 FEET;

THENCE SOUTH 64 DEGREES 22 MINUTES 39 SECONDS WEST, 208.15 FEET;

THENCE SOUTH 69 DEGREES 52 MINUTES 39 SECONDS WEST, 964.65 FEET;

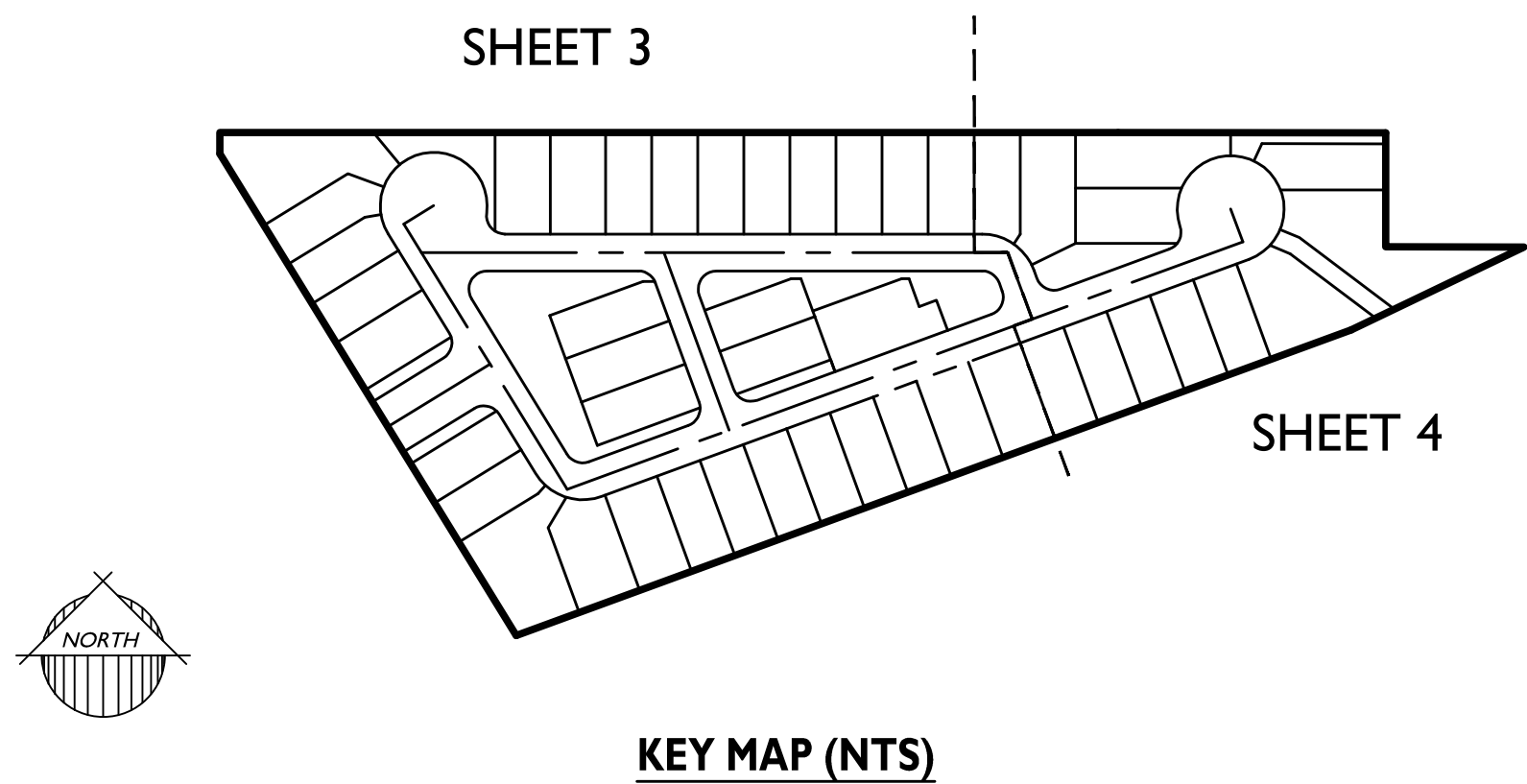
THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 614.14 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 02 SECONDS EAST, 22.73 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, 975.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 290.09 FEET TO THE POINT OF BEGINNING.

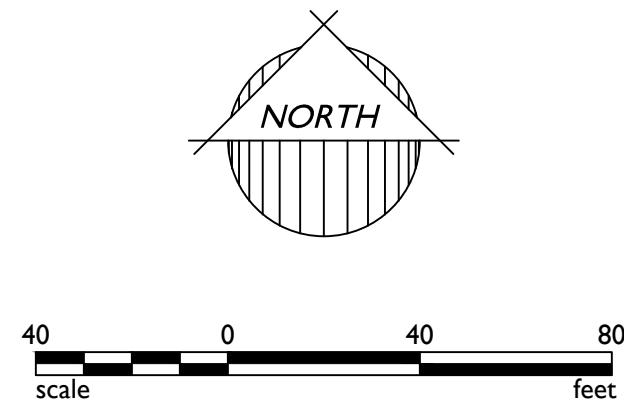
CONTAINS 10.3016 ACRES, MORE OR LESS.



NORTH QUARTER CORNER
SECTION 22 T.3N., R.2W.,
FOUND 3" MCDOT BRASS CAP IN POTHOLE
STAMPED T3N, R2W, 1/4, S.15|S.22,
2003 29891



- LEGEND**
- FOUND MONUMENT, AS NOTED
 - CORNER OF SUBDIVISION
 - BRASS CAP TO BE SET AT CONSTRUCTION
 - R/W RIGHT-OF-WAY
 - M.C.R. MARICOPA COUNTY RECORDER
 - PS PRIVATE STREET
 - SVT SIGHT VISIBILITY TRIANGLE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - 3301 INDICATES STARTING AND ENDING LOT NUMBERING



CASE NUMBER: FS23-0325

1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: **Toll at Prasada, Unit R - Phase 3**
SURPRISE, ARIZONA

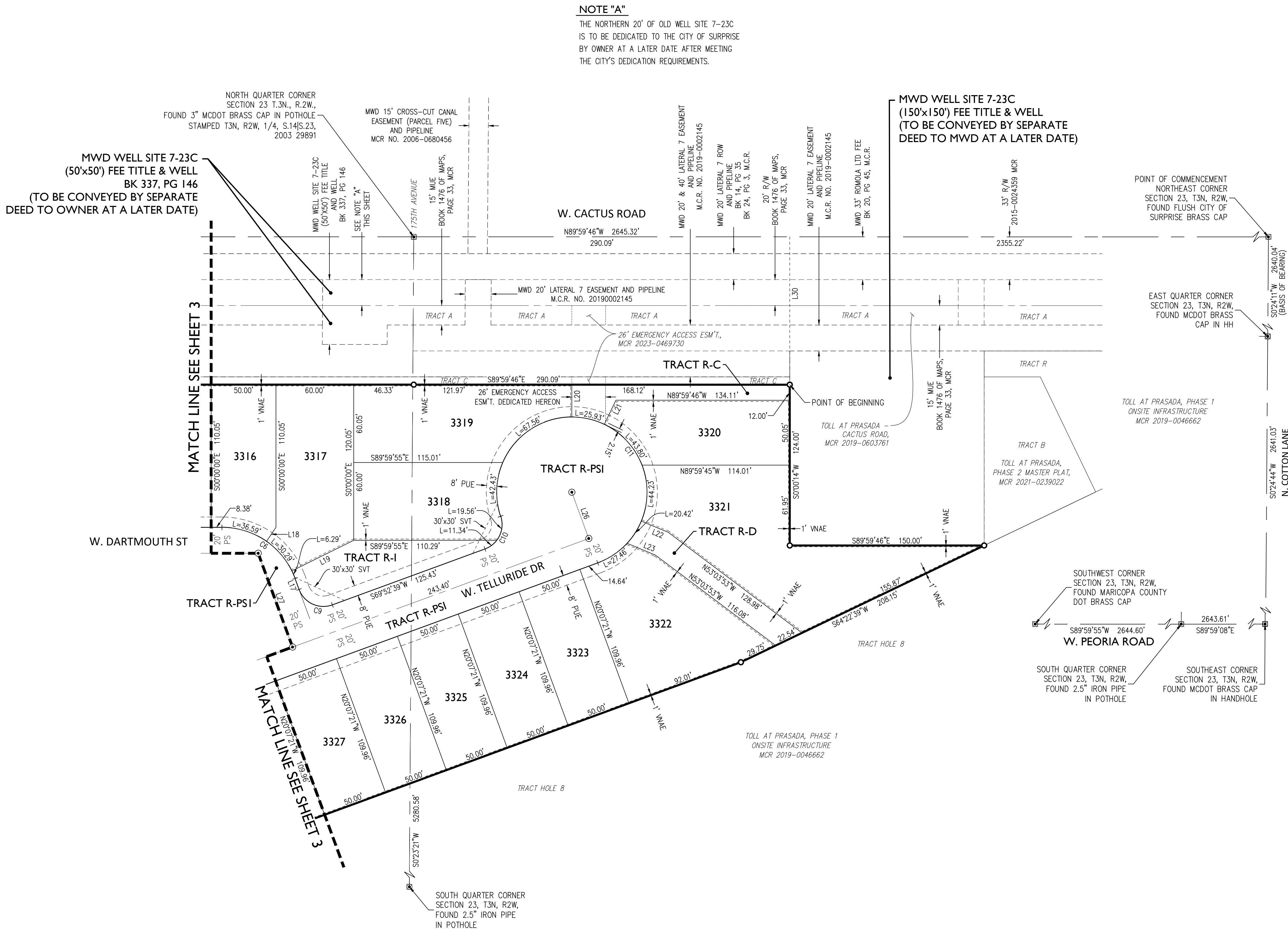
Revisions:

6/13/23 CITY REVIEW COMMENTS	
7/06/23 CITY REVIEW COMMENTS	
9/11/23 CITY REVIEW COMMENTS	
10/17/23 MWD REVIEW COMMENTS	

Designer: **RAJ**
Drawn by: **TJP**

Job No. **16-339**
FP03
Sheet No. **3**
of 4

- LEGEND**
- FOUND MONUMENT, AS NOTED
 - CORNER OF SUBDIVISION
 - BRASS CAP TO BE SET AT CONSTRUCTION
 - R/W RIGHT-OF-WAY
 - M.C.R. MARICOPA COUNTY RECORDER
 - PS PRIVATE STREET
 - SVT SIGHT VISIBILITY TRIANGLE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - 3301 INDICATES STARTING AND ENDING LOT NUMBERING



Prasada - Parcel R

WEST OF COTTON LANE , SOUTH OF CACTUS ROAD.
CITY OF SURPRISE LANDSCAPE PLANS

GENERAL NOTES:

- THESE CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. IT IS THE GOAL OF THE DOCUMENTS THAT THE WORK IS TO BE COMPLETED WITHOUT CHANGE ORDERS. ALL QUANTITIES SHOWN IN THE DOCUMENTS ARE ESTIMATES ONLY AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER TO FULFILL THE INTENT OF THE DESIGN DRAWINGS.
- INTERPRETATION OF THE PLANS AND SPECIFICATIONS SHALL BE MADE BY THE "AUTHOR" OR "ARCHITECT/ENGINEER-OF-RECORD" OF THE RESPECTIVE DOCUMENT AND SHALL BE CONSIDERED FINAL. ANY POSSIBLE AMBIGUITY SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL CLARIFICATIONS SHALL BE PREPARED IN WRITING BY THE "ARCHITECT/ENGINEER-OF-RECORD" PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE "ARCHITECT/ENGINEER-OF-RECORD" AS THE CORRECT AND FINAL INTERPRETATION.
- ANY INCIDENTAL INSTALLATION PROCEDURE, MATERIAL OR EQUIPMENT, NOT MENTIONED IN THESE CONSTRUCTION DOCUMENTS, THE SPECIFICATIONS NOR SHOWN ON THE PLANS, WHICH MAY BE NECESSARY FOR COMPLETION AND SATISFACTORY OPERATION OF THE DESIGN SYSTEM SHALL BE FURNISHED AND INSTALLED (AS BASED ON INDUSTRY STANDARDS) AS THOUGH SHOWN OR PROVIDED FOR.
- EXISTING CONDITIONS AND BASE INFORMATION ARE BASED ON PLANS PREPARED BY: CIVIL ENGINEER. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD A CONFLICT ARISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT.
- FOR UNDERGROUND UTILITY COORDINATION AND 48 HOURS PRIOR TO START OF CONSTRUCTION (DEPENDENT ON AREA OR JURISDICTION), THE CONTRACTOR SHALL CONTACT:
 - BLUE STAKE (ARIZONA) 1-800-782-5348
 - UNDERGROUND SERVICES ALERT (USA) 1-800-227-2600
 - ARIZONA PUBLIC SERVICE 1-800-240-2014
- THESE NOTES ARE TO BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO THE WRITTEN SPECIFICATIONS, APPROVED ADDENDUMS, AND THE CHANGE ORDERS AS ASSOCIATED WITH THESE CONSTRUCTION DOCUMENTS.
- SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THESE CONSTRUCTION DOCUMENTS OR SHOULD THERE BE ANY DISCREPANCIES, HE SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING FURTHER.
- ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS AND PER GOVERNING CODES AND/OR ORDINANCES.
- THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED, DURING INSTALLATION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPORT TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS PRIOR TO THE START OF WORK.
- BEFORE WORK BEGINS ON THE PROJECT, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE.
- THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE SHALL APPROVE ANY OR ALL CHANGES PRIOR TO THE START OF WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND/OR FEDERAL LAWS AND/OR REGULATIONS PERTAINING TO THE PROJECT.
- THE CONTRACTOR SHALL PROPERLY COORDINATE HIS WORK WITH OTHER CONTRACTOR'S WORK PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC FROM DAMAGE THROUGHOUT CONSTRUCTION.
- THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED, UNINTENTIONALLY OR ACCIDENTALLY TO EXISTING UTILITIES, STRUCTURES, WALLS, OR OTHER AMENITIES, DUE TO THE ACTION OF THE CONTRACTOR, CONTRACTOR'S EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE OCCURRED DURING THE CONTRACTOR'S OPERATION SHALL BE REPAIRED. AT THE EXPENSE OF THE CONTRACTOR, TO THE OWNER'S AUTHORIZED REPRESENTATIVE.
- MATCH GRADES, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK BY OTHERS. NOTIFY THE LANDSCAPE ARCHITECT OF CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.

PLANTING GENERAL NOTES:

- THE CONTRACTOR SHALL REVIEW PLANTING PLAN WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIALS HE DEEMS UNACCEPTABLE. SEE SPECIFICATIONS.
- THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL PLANT MATERIAL AS SPECIFIED ON THE PLANTING PLANS. HOWEVER, SHOULD THE PLANT MATERIAL BE TEMPORARILY UNAVAILABLE, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND INSTALL 5 GALLON NURSERY BUCKETS WITH IRRIGATION AT EACH PLANT LOCATION, AS THE PLANT MATERIAL BECOMES AVAILABLE, THE 5 GALLON BUCKETS SHALL BE REMOVED AND PLANT MATERIAL INSTALLED.
- ANY AND ALL SUBSTITUTIONS TO BE APPROVED BY DESIGN/BUILDER AND/OR THE LANDSCAPE ARCHITECT.
- LOCATE PLANTS AWAY FROM SPRINKLER HEADS, LIGHT FIXTURES AND OTHER OBSTRUCTIONS.
- FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNERS AUTHORIZED REPRESENTATIVE.
- PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO WALK CONFIGURATIONS THAT DIFFER FROM THESE PLANS, OR BECAUSE OF GRADE LIMITATIONS ON SITE.
- WATER TEST ALL TREE PLANTING HOLES PRIOR TO PLANTING. IF TREE HOLE DOES NOT DRAIN, DO NOT PLANT. SEE HARDSPAN DETAIL.
- REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS.
- TREES SHALL BE PLANTED A MINIMUM OF 10'-0" FROM STREET LIGHTS / FIRE HYDRANTS, 6'-0" FROM EDGE OF UNDERGROUND PIPELINES AND A MINIMUM OF 4'-0" FROM WALKS, CURBS AND WALLS. SHRUBS SHALL BE PLANTED A MINIMUM OF 2'-0" FROM CURB AND WALKS.
- ALL SPECIMEN TREES, SHRUBS AND CACTI SHALL BE FIELD LOCATED BY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
- THE CONTRACTOR SHALL INSTALL "SHAWTOWN ROOT BARRIER PANELS" (OR APPROVED EQUAL) AT ALL TREES WITHIN 7'-0" FEET OF HARDSCAPE ELEMENTS INCLUDING (BUT NOT LIMITED TO) SIDEWALKS, ASPHALT, CONCRETE SLABS / FOOTINGS AND STRUCTURES. CONTRACTOR SHALL SUBMIT SPECIFICATION SHEETS OF PROPOSED ROOT BARRIER PANELS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL INSTALL ARBOR GUARDS AT ALL TREES LOCATED IN TURF AREAS.
- ON-SITE AND OFF-SITE TOPSOIL SHALL CONFORM TO CONTENT REQUIREMENTS AS SPECIFIED IN PART 2 OF THE PLANTING SPECIFICATIONS. AGRONOMY TEST SUBMITTALS ARE REQUIRED FOR ALL MATERIAL USED FOR TOPSOIL AND BACKFILL. SUBMIT REPORT TO LANDSCAPE ARCHITECT FOR REVIEW.
- ALL PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION.
- THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL ALL PLANT MATERIAL FROM THE TIME OF INSTALLATION THROUGH SUBSTANTIAL COMPLETION.
- CACTI SHALL BE PLANTED A MINIMUM OF 3'-0" AWAY FROM ALL PEDESTRIAN ROUTES.
- CACTI SHALL BE WELL ROOTED AND NON-SCARRED.
- PLANT MATERIAL MARKED "SALVAGE" SHALL BE SELECTED FROM ON-SITE SALVAGE INVENTORY. ALL MATERIAL SELECTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNERS AUTHORIZED REPRESENTATIVE.
- IN DISTURBED AREAS INDICATED TO RECEIVE REVEGETATION HYDROSEED AND/OR PLANTING, THE CONTRACTOR SHALL MATCH EXISTING NATURAL DESERT STONE GROUND COVER CONDITIONS ADJACENT TO THE PROJECT.
- NATIVE REVEGETATION AREAS AND PLANTER BEDS SHALL BE TREATED WITH PRE-EMERGENT AS PER MANUFACTURER'S INSTRUCTIONS. RE-APPLY AS NECESSARY TO ELIMINATE INVASIVE WEEDS. REMOVE ALL DEAD DEBRIS.
- THE CONTRACTOR SHALL PROVIDE A 50'-0" BY 50'-0" TYPICAL MOCK-UP OF NATIVE REVEGETATION AREAS FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
- ALL TREE STAKING SHALL CONFORM TO THE PLANTING DETAILS OR AS NOTED IN THE SPECIFICATIONS. THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE SHALL REVIEW TYPICAL TREE STAKING PRIOR TO FINAL ACCEPTANCE.

INERT GENERAL NOTES:

ANGULAR GRANITE RIP-RAP

- INSTALL GRANITE RIP-RAP IN ALL DRAINAGE WALES, AND WHERE INDICATED ON PLANS (TYPICAL). REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR COLOR AND SIZE OF GRANITE RIP-RAP.
- THE CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.

DECOMPOSED GRANITE

- DECOMPOSED GRANITE IS REQUIRED IN ALL PLANTING AREAS, EXCEPT AREAS OF TURF AND GRANITE RIP-RAP, AND SHALL EXTEND UNDER PLANT MATERIAL UNLESS NOTED OTHERWISE ON PLANS. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND.
- ALL PLANTING AREAS SHALL RECEIVE A 2" MINIMUM LAYER OF DECOMPOSED GRANITE, THROUGHOUT (TYPICAL).
- CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

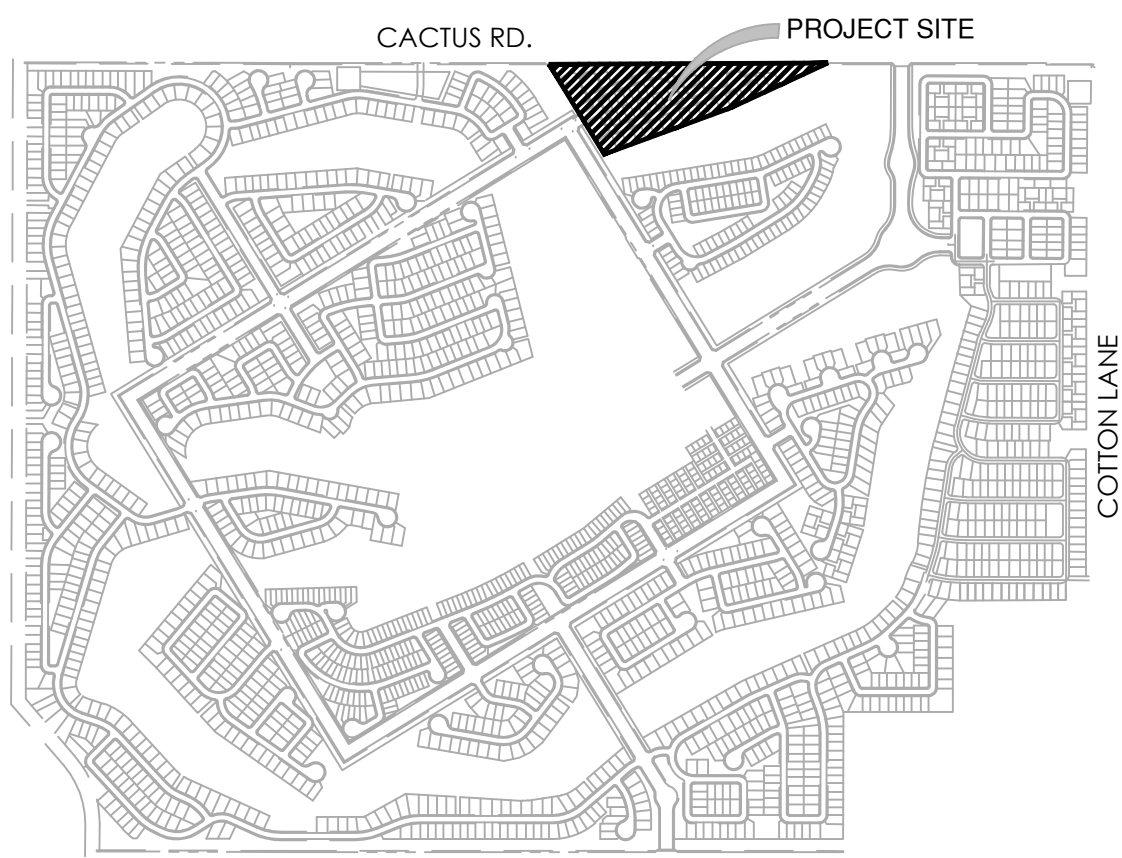
IRRIGATION GENERAL NOTES:

- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULL IRRIGATION COVERAGE OF ALL PLANT MATERIAL.
- THE LANDSCAPE CONTRACTOR SHALL SUBMIT FULL PIPING PLANS, AFTER FIELD VERIFICATION, IDENTIFYING POINT OF CONNECTION, METER LOCATION AND SIZE, BACKFLOW PREVENTER LOCATION AND SIZE, AND PIPE ROUTING AND SIZES.
- THE LANDSCAPE CONTRACTOR SHALL INSTALL THE SPECIFIED SYSTEM IN ACCORDANCE WITH THE ATTACHED SCHEDULES, NOTES, DETAILS, AND SPECIFICATIONS.
- THE LANDSCAPE CONTRACTOR TO SITE VERIFY PRESSURE AND NOTIFY LANDSCAPE ARCHITECT OF ANY DIFFERENCES PRIOR TO INSTALLATION OR ORDERING OF MATERIALS. IF CONTRACTOR FAILS TO NOTIFY LANDSCAPE ARCHITECT, HE IS FINANCIALLY RESPONSIBLE FOR ANY NECESSARY SYSTEM ALTERATIONS THAT RESULT.
- THE LANDSCAPE CONTRACTOR SHALL FIELD VERIFY EXISTING TAP LOCATIONS. INSTALL NEW METERS PER THE ATTACHED IRRIGATION SCHEDULE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF ASPHALT AND CONCRETE AS REQUIRED FOR SLEEVE INSTALLATION ACCORDING TO THE IRRIGATION SCHEDULE.
- CONTROLLER TO BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS. CONTROLLER SIZE AND QUANTITIES TO BE DETERMINED BY THE VALVE REQUIREMENTS AND POINTS OF CONNECTION. INSTALL ONE (1) CONTROLLER AT EACH POINT OF CONNECTION.
- INSTALL PVC MAINLINE AND LATERALS ACCORDING TO THE IRRIGATION AND PIPING SCHEDULES.
- ALL VALVE FLOWS SHALL NOT EXCEED MANUFACTURER'S SPECIFICATIONS.
- VALVE BOXES SHALL BE SQUARE TO ADJACENT WALKS OR CURBS AND FLUSH WITH THE FINAL GRADE.
- WORK SHALL CONFORM TO ALL CONSTRUCTION CODES AND REGULATIONS.
- THE LANDSCAPE CONTRACTOR SHALL INSTALL GREEN VALVE BOXES IN TURF AREAS AND TAN VALVE BOXES IN DECOMPOSED GRANITE AREAS (TYPICAL).
- REFER TO THE IRRIGATION NOTES FOR THE CALCULATED PRESSURE AT THE WATER METER. REFER TO NOTE #4 IF PRESSURE DIFFERS FROM THAT NOTED.
- THE LANDSCAPE CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING ON PROJECT TO VERIFY INSTALLATION CONDITIONS.
- PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL CONTACT BLUE STAKE TO VERIFY LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES THAT MAY BE EFFECTED BY HIS WORK, AND HE SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF HIS IRRIGATION INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE OWNER AND/OR THE OWNER'S REPRESENTATIVE FOR ANY DESIGN CHANGES MADE AS A RESULT OF DEVIATION BY THE CONTRACTOR FROM THE PLANS AND SPECIFICATIONS OR DUE TO ERRORS, FAULTY MATERIAL OR FAULTY WORKMANSHIP.
- INSTALL ALL MAINLINES WITH A MINIMUM OF 20" OF COVER.
- INSTALL ALL LATERALS WITH A MINIMUM OF 12" OF COVER.
- ALL PIPE TO BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND ASTM STANDARD D 2774.
- ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER. USE LIQUID TEFLON ON METAL PIPE THREADS ONLY.
- FLUSHING OF ALL LINES PRIOR TO INSTALLATION OF SPRINKLERS AND EMITTERS IS REQUIRED.
- INSTALL ALL SPRINKLERS, EMITTERS, AND RELATED MATERIAL PER IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS.
- INSTALL ALL ELECTRICAL JOINTS WITH 3-M WATERPROOF CONNECTORS.
- ALL ELECTRICAL CONNECTIONS SHALL BE MADE AT THE REMOTE CONTROL VALVE BOXES. CONTROLLER ENCLOSURES AND VALVE BOXES SPECIFICALLY FOR ELECTRICAL CONNECTIONS.
- A CERTIFIED ELECTRICIAN SHALL BE RESPONSIBLE FOR INSTALLING ALL WIRING FROM THE CIRCUIT BREAKER AT THE 120 VOLT SOURCE LOCATION TO AUTOMATIC CONTROLLER.
- ALL 120 VOLT VOLT POWER WIRE TO BE INSTALLED PER LOCAL CODE AND THE N.E.C.
- INSTALL ALL VALVE WIRING IN MAINLINE TRENCH AS DETAIL.
- INSTALL ALL REMOTE CONTROL VALVES AT HEIGHT INDICATED ON DETAILS, AS HIGH AS POSSIBLE BUT ALLOWING CLEARANCE BETWEEN VALVE BOX LID AND FLOW CONTROL HANDLE ON REMOTE CONTROL VALVE.
- INSTALL ALL MAINLINE GATE VALVES IN A ROUND PLASTIC VALVE BOX PER DETAILS.
- ALL PVC SOLVENT WELD FITTINGS SHALL BE LASCO OR APPROVED EQUAL.
- THE MAINLINE, LATERAL PIPE, AND VALVES ARE SHOWN **SCHEMATICALLY** AND SHALL BE **INSTALLED WITHIN THE LANDSCAPE AREA, OUTSIDE R.O.W. AND P.U.E.**, ADJACENT TO SIDEWALK OR CURB AND OFFSET 18" WHEREVER POSSIBLE.
- SUPPLY THE FOLLOWING MATERIAL TO THE OWNER:
 - TWO WRENCHES FOR DISASSEMBLY AND ADJUSTING OF EACH TYPE OF SPRINKLER HEAD AND VALVE APPLIED.
 - TWO KEYS FOR EACH OF THE CONTROLLERS.
 - TWO COUPLERS WITH MATCHING HOSE BIBS AND SHUT-OFF VALVE.
 - TWO VALVE BOX KEYS.
- ALL MAINLINE FITTINGS FOR PIPE 3" AND LARGER SHALL BE CAST IRON DUCTILE IRON FOR PVC; SCHEDULE 80 PVC FOR 2 1/2" AND SMALLER.
- ALL MAINLINE PIPE SHALL BE A MINIMUM OF SCHEDULE 40.
- SLEEVES SHALL BE A MINIMUM OF TWO TIMES THE DIAMETER OF THE LINE SIZE.
- ALL MAINLINE AND IRRIGATION EQUIPMENT SHALL BE PLACED IN THE LANDSCAPED AREAS.
- CONTROLLER WIRES THAT ARE DIRECT BURIED SHALL BE #14 OR BETTER, BUNDLED OR WRAPPED A MINIMUM OF EVERY TWELVE (12) FEET. DURING INSTALLATION WIRES SHALL HAVE A 24" LOOP TIED IN ALL DIRECTION CHANGES GREATER THAN 30 DEGREES AND BE UNTIED PRIOR TO TRENCH FILL IN.
- DRIP SYSTEM FLUSH CAPS SHALL BE PLACED IN A VALVE BOX AT THE END OF ALL DRIP LATERAL RUNS, AS DESCRIBED ON THE DRAWINGS.
- ALL VALVES, PRESSURE REGULATORS AND OTHER DEVICES SHALL BE PLACED IN AN APPROPRIATELY SIZED VALVE BOX WITH A MINIMUM OF TWO (2") INCHES OF PEA GRAVEL.
- PRIOR TO PLACING ANY IRRIGATION SYSTEM IN SERVICE, AN ARIZONA CERTIFIED BACKFLOW DEVICE TESTER SHALL TEST THE BACKFLOW PREVENTION DEVICE AND GIVE A COPY OF THE PASSED TEST RESULTS TO THE MARICOPA COUNTY INSPECTOR OR MAIL IT TO THE MARICOPA COUNTY DEPARTMENT OF PUBLIC WORKS INSPECTION STATION.
- AFTER INITIAL TESTING, ALL BACKFLOW DEVICES SHALL BE TESTED ANNUALLY.
- BACKFLOW DEVICES SHALL BE A MINIMUM OF TWO (2) FEET FROM THE WATER METER AND BE THE SAME SIZE AS THE METER SERVICE LINE.
- ALL BACKFLOW PREVENTION DEVICES SHALL HAVE A MINIMUM 24"x36"x4" CLASS B CONCRETE SLAB WITH PIPE SLEEVES. IF A SECURITY CAGE IS INSTALLED, CONCRETE SHALL BE SIX (6") INCHES LARGER ON ALL SIDES THAN THE SECURITY CAGE.
- ALL PIPE CROSSINGS IN THE RIGHT-OF-WAY SHALL BE MARKED ON EACH SIDE OF THE CURB WITH A NON-DESTRUCTIBLE MARKING.

GRADING GENERAL NOTES:

- CONTRACTOR SHALL GRADE TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. REVIEW ENGINEERS PLAN FOR DRAINAGE.
- FINISH GRADING SHALL BE BY THE DIRECTION OF THE LANDSCAPE ARCHITECT.
- LANDSCAPE ARCHITECT SHALL APPROVE GRADING PRIOR TO PLANTING.
- GRADING FOR THIS PROJECT INCLUDES THE FOLLOWING:
 - FINE GRADING OF EXISTING ROUGH GRADES IS REQUIRED TO PROVIDE SMOOTH, EVEN GRADE TRANSITION IN LANDSCAPE AREA.
 - IMPORTING AND PLACING "OFF-SITE 3/8" MINUS TOPSOIL" IN THE FOLLOWING AREAS:
 - TURF AND ANNUAL AREAS (S' DEPTH).
 - PLANT BACKFILL (CAN BE SCREENED ON-SITE SOIL).
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY CALICHE ENCOUNTERED ON SITE AT NO ADDITIONAL COST TO THE OWNER. THE OWNER AND CONTRACTOR SHALL COORDINATE A SUITABLE LOCATION ON SITE TO DISPOSE OF THE CALICHE MATERIAL. SHOULD A SUITABLE LOCATION ON SITE NOT EXIST, THE OWNER SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH REMOVAL AND DISPOSAL OF THE CALICHE.
- FINISH GRADE OF ALL PLANTING AREAS IS TO BE 1.5' BELOW ADJACENT PAVING UNLESS NOTED OTHERWISE.
- REFERENCE CIVIL ENGINEERING DRAWINGS FOR GRADING AND DRAINAGE FLOWS. THE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED FOR AND NOT IMPAIRED WITH OBSTRUCTIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR GRADING ALL AREAS AT THE DIRECTION OF THE LANDSCAPE ARCHITECT TO CREATE A NATURALLY UNDULATING GROUND PLANE.

SITE MAP:



CITY OF SURPRISE ENGINEERING NOTES:

- ALL SVTS WILL COMPLY WITH EDS DETAIL 4-01 AND 4-02
- SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02. TREES, SHRUBS, AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGHT VISIBILITY TRIANGLE PROVIDED LIMBS, LEAVES, NEEDLES, OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES. PER SURPRISE EDS DETAIL 4-01.

CITY OF SURPRISE LANDSCAPE NOTES:

- ALL LANDSCAPE AND IRRIGATION INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY OR OTHER CITY MAINTAINED AREAS SHALL BE INSTALLED PER THE APPROVED PLANS. ALL LANDSCAPING APPROVED AS A PART OF THE SITE PLAN PROCESS SHALL BE INSTALLED PER THE APPROVED PLANS. ANY DEVIATIONS TO THE APPROVED PLANS REQUIRED CITY APPROVAL.
- PERMITS ARE REQUIRED FOR ELECTRICAL CONNECTIONS, INCLUDING ELECTRIC METER INSTALLATION, BACKFLOW PREVENTERS, AND WORK WITHIN THE CITY RIGHT-OF-WAY OR CITY DEDICATED PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THESE PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.
- ALL IRRIGATION LINES, 1 INCH OR GREATER, WITHIN THE RIGHT-OF-WAY SHALL BE SHOWN ON THE WATER PLANS. A PERMIT IS REQUIRED FOR THIS WORK AND IS SUBJECT TO INSPECTION BY THE CITY OF SURPRISE CIVIL INSPECTOR.
- ONLY PLANTS ON THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR) PHOENIX ACTIVE MANAGEMENT AREA LOW WATER USE DROUGHT TOLERANT PLANT LIST ARE TO BE USED WITHIN CITY RIGHTS-OF-WAY.
- ALL TREES WILL BE MEASURED AND HAVE A MINIMUM CALIPER SIZE AS DEFINED IN THE ARIZONA NURSERY ASSOCIATION'S CONTAINER GROWN TREE GUIDE. IN NO CASE WILL THE CALIPER BE LESS THAN 2 INCHES (MEASURED 18 INCHES FROM THE GROUND). THE HEIGHT OF THE TREE SHALL BE A MINIMUM OF 7 FEET.
- THE COMMUNITY DEVELOPMENT PLANNING DIVISION AND PUBLIC WORKS LANDSCAPE DIVISION MAY SELECT AND TAG TREES AT THE NURSERY LOCATION AND WILL REVIEW AT PROJECT SITE PRIOR TO INSTALLATION.
- ALL MEDIANS ARE TO BE DECOMPOSED GRANITE, UNLESS OTHERWISE APPROVED; AND SHALL BE FINISH GRADED TO SLOPE FROM THE CURB LINE TO THE MEDIAN. MEDIAN NOSSES LESS THAN 3-FOOT WIDE ARE TO HAVE 1 1/2" - 3" DECOMPOSED GRANITE (PIT RUN ROCK) MIX.
- TREE ROOT BARRIERS ARE REQUIRED WHEN TREES ARE WITHIN THREE FEET OF SIDEWALKS, CURBS, PAVEMENT OR WALLS. REFERENCE EDS 8-14.
- ALL TREES ARE TO BE LOCATED A MINIMUM OF 12 FEET FROM THE WALLS FOR WELL SITES, WATER SUPPLY FACILITIES, LIFT STATIONS, AND WATER RECLAMATION FACILITIES.
- TREES LOCATED IN MEDIANS MAY BE ALLOWED A MINIMUM OF SEVEN FEET FROM THE CURB. TREES MUST BE CENTERED IN MEDIANS LESS THAN 14' WIDE.
- ALL LANDSCAPING SHALL BE LOCATED A MINIMUM OF FIVE FEET FROM ANY FIRE HYDRANT, WATER METER, OR VAULT.
- LANDSCAPING, AT FULL GROWTH, SHALL NOT IMPEDE PEDESTRIAN OR VEHICULAR TRAFFIC. ALL LANDSCAPING SHOWN ON PLANS SHALL BE SHOWN MATURE SIZE.
- TREES CANNOT BE REMOVED FROM THE RIGHT-OF-WAY WITHOUT WRITTEN AUTHORIZATION FROM THE PUBLIC WORKS AND COMMUNITY DEVELOPMENT DEPARTMENTS.
- THE TYPE, COLOR, AND SIZE OF BRICK PAVERS THAT MAY BE USED FOR CITY MEDIANS IN THE CITY OF SURPRISE RIGHT-OF-WAY SHALL BE APPROVED BY THE COMMUNITY DEVELOPMENT PLANNING DIVISION.
- UTILITY BOXES, METERS, VAULTS, ETC. ARE TO BE LOCATED IN THE RIGHT-OF-WAY OR UTILITY EASEMENT ALONG THE SIDES OF THE ROADS AND NEVER IN THE MEDIAN. HOWEVER, IRRIGATION VALVE BOXES MAY BE LOCATED IN THE MEDIAN PLANTING AREA.
- DEVELOPERS SHALL USE ONLY IRRIGATION EQUIPMENT THAT IS COMPATIBLE WITH THE EXISTING EQUIPMENT. THE DEVELOPER SHALL REFER TO THE CITY OF SURPRISE FOR THE APPROVED LIST OF EQUIPMENT. EQUIPMENT MANUFACTURED BY HUNTER INDUSTRIES, IS COMPATIBLE WITH THE CITY'S INVENTORY AND HUNTER EQUIPMENT, OR AN APPROVED EQUAL, SHALL BE USED. SOLAR CONTROLLERS ARE PREFERRED AND SHALL BE DIG, LEIT SERIES, POST MOUNTED SOLAR CONTROLLER OR AN APPROVED EQUAL.
- ALL CONTROLLERS, METERS, ETC. MUST BE ENCLOSED BY LOCKING PROTECTIVE COVERS AND SCREENED FROM VIEW.
- ALL IRRIGATION SYSTEMS WILL BE INSTALLED WITH PURPLE PIPE.
- MARKING TAPE LABELED AS "RECLAIMED WATER" IS REQUIRED ON IRRIGATION SYSTEMS THAT USE OR MAY USE RECLAIMED WATER IN THE FUTURE.
- PURPLE MARKER BALLS SHALL BE INSTALLED ON ALL IRRIGATION MAINLINES FOUR INCHES AND LARGER WITHIN THE PUBLIC RIGHT-OF-WAY AT ALL FITTINGS AND EVERY 200 FEET IF THE DISTANCE BETWEEN FITTINGS IS GREATER THAN 200 FEET.
- LANDSCAPE AREAS THAT ARE TO BE MAINTAINED BY THE CITY SHALL HAVE SEPARATE WATER METERS AND ELECTRIC OR SOLAR CONTROLLERS, AS APPROVED BY THE CITY.
- A CITY APPROVED BACKFLOW PREVENTER IS REQUIRED FOR IRRIGATION SERVICES, FOR POTABLE WATER. NON-POTABLE WATER AND RECLAIMED WATER AND SHALL MEET EPA LOW LEAD STANDARDS.
- ALL IRRIGATION MAINLINES AND LATERALS SHALL BE SCHEDULE 40; ALL RISERS, TEES, AND OTHER FIXTURES SHALL BE SCHEDULE 80 IN THE RIGHT-OF-WAY. ALL IRRIGATION MAINLINES IN THE RIGHT-OF-WAY SHALL BE SLEEVED. THE MINIMUM SLEEVE SIZE IS 5 INCHES.
- ALL TREES WITH AN UPRIGHT GROWTH HABIT, SUCH AS OAK AND ELM TREES, WHICH ARE INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY OR ADJACENT TO A PEDESTRIAN PATH, SHALL HAVE THEIR MAIN LEADERS INTACT.
- THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.

HARDSCAPE GENERAL NOTES:

- FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
- REFER TO CIVIL PLANS PREPARED BY GOOKIN ENGINEERS FOR ALL INFORMATION REGARDING HORIZONTAL AND VERTICAL CONTROLS.
- ALL DETAILS SHALL BE REVIEWED BY A STRUCTURAL ENGINEER AND MODIFIED (IF NECESSARY) PRIOR TO CONSTRUCTION.
- ALL DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE CIVIL PLAN SUBMITTED BY GOOKIN ENGINEERS. SHOULD DISCREPANCIES OCCUR, FIELD REVISIONS SHALL BE REQUIRED.
- THE CONTRACTOR SHALL HAVE SIDEWALK SURVEYED AND STAKED FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. IN ADDITION TO SUBMITTING MATERIAL SAMPLES OF ALL SITE-RELATED MATERIALS, THE CONTRACTOR SHALL PREPARE A 4'X4' SAMPLE PANEL FOR EACH TYPE OF CONSTRUCTION, I.E., A) CONCRETE PAVERS, B) EXPOSED AGGREGATE PAVING, C) INTEGRAL COLORED CONCRETE, ETC., FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO FINAL CONSTRUCTION.
- UNLESS NOTED OTHERWISE ON CONSTRUCTION DOCUMENTS OR NOTED IN DETAILS, SIDEWALKS SHALL BE 5'-0" WIDE, 4" THICK, 3,000 PSI CONCRETE ON COMPACTED BASE WITH CONSTRUCTION JOINTS AT 5'-0" ON CENTER AND EXPANSION JOINTS AT 20'-0" ON CENTER. SIDEWALKS SHALL HAVE A MEDIUM BROWN, NON-SKID FINISH WITH 1/2" RADIUS TOOL-EDGED.
- RADIUS AT SIDEWALK INTERSECTIONS SHALL BE 5'-0" (TYPICAL), UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL SECTION AND VERIFY ALL HARDSCAPE ELEMENTS PRIOR TO CONSTRUCTION FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE. SHOULD DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE BEFORE PROCEEDING FURTHER.

TRACT USE TABLE - PARCEL R			
TRACT	USE	AREA (SF)	AREA (AC)
A	PASSIVE OPEN SPACE	1,565	0.0359
B	PASSIVE OPEN SPACE	4,319	0.0992
C	EMERGENCY ACCESS & UTILITY EASEMENT	2,472	0.0568
D	PASSIVE OPEN SPACE, PUBLIC UTILITY EASEMENT	2,903	0.0666
E	PASSIVE OPEN SPACE	1,565	0.0359
F	ACTIVE OPEN SPACE	17,215	0.3952
G	ACTIVE OPEN SPACE	10,089	0.2316
H	PASSIVE OPEN SPACE	1,428	0.0327
I	PASSIVE OPEN SPACE	4,201	0.0964

CONSULTANT TEAM

DEVELOPER:

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SCOTTSDALE, AZ 85258
TEL: (480) 314-6711
CONTACT: AARON INSCO

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GREY | PICKETT
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SCOTTSDALE, AZ 85251
PHONE: (480) 609-0009
CONTACT: WENDELL PICKETT

CIVIL ENGINEER:

EPS GROUP
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
PHONE: (480) 503-2250
CONTACT: RICH HOPPE, P.E.

SHEET INDEX:

LANDSCAPE PLANS

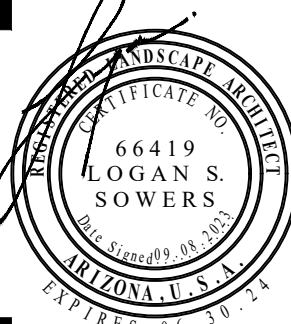
COVER SHEET	L0.0
WALL PLAN	L1.0
LANDSCAPE PLANS	L3.1-L3.4
IRRIGATION PLANS	L4.1-L4.4
PLANTING DETAILS	L7.1
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LANDSCAPE SPECIFICATIONS	L8.1
IRRIGATION SPECIFICATIONS	L8.2

NOTE:

Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02

NOTE:

- All irrigation systems will be installed with purple pipe.
- The Landscape and Irrigation design will comply with City of Surprise EDSper Chapter 8.



REVISIONS:

PROJECT #:

TOL267

SCALE:

N/TS

ISSUED FOR:

REVIEW

DRAWN BY:

TEAM

DATE:

09.08.2023

DRAWING:

COVER SHEET

SHEET:

L0.0

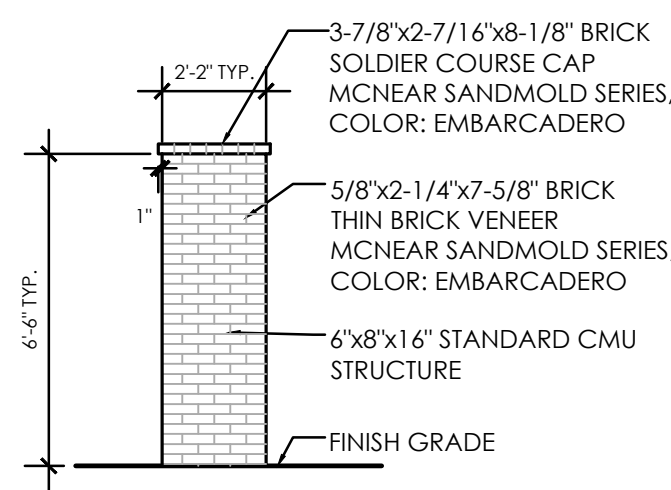
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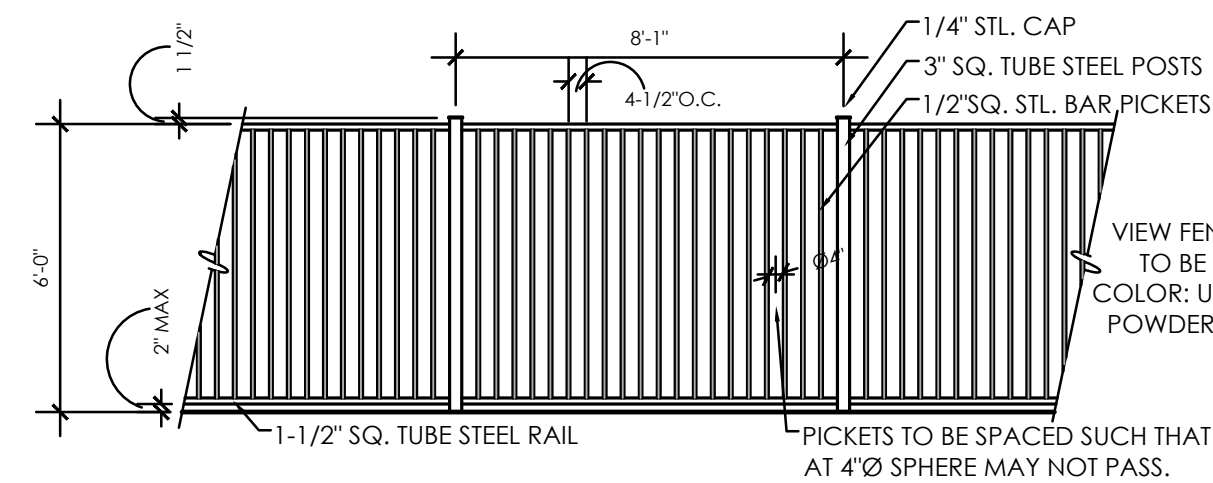
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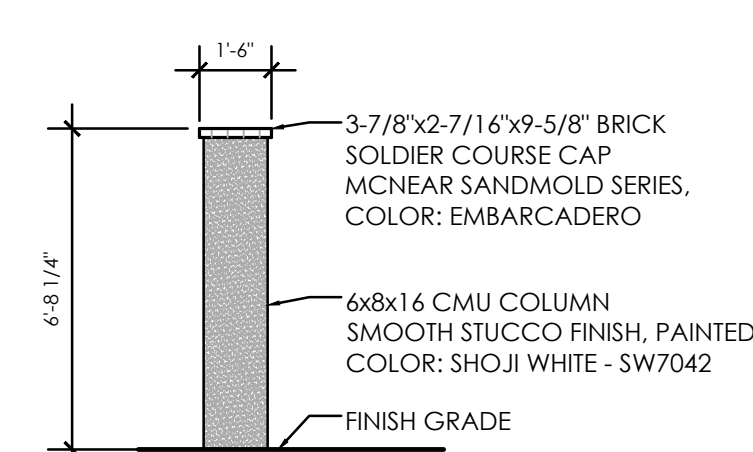
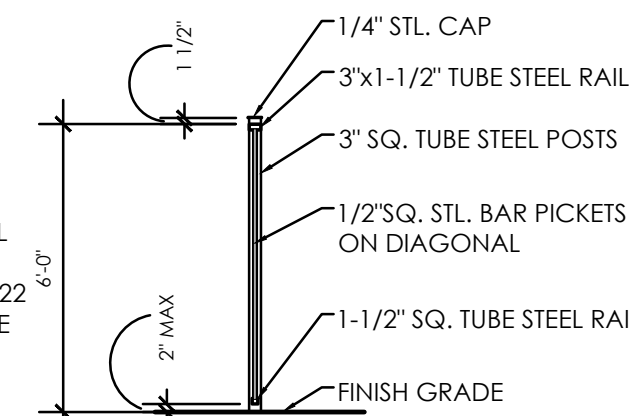
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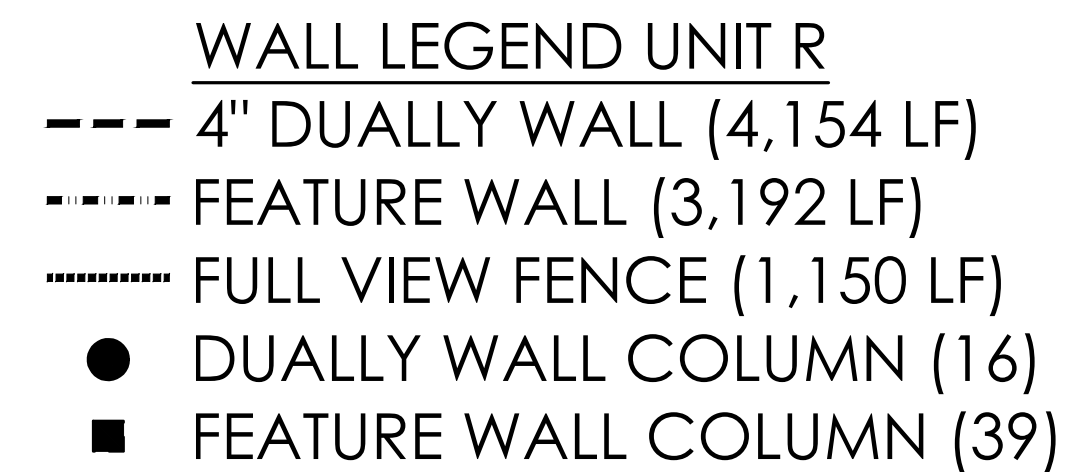
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VF Scale: 1/4" = 1'-0"

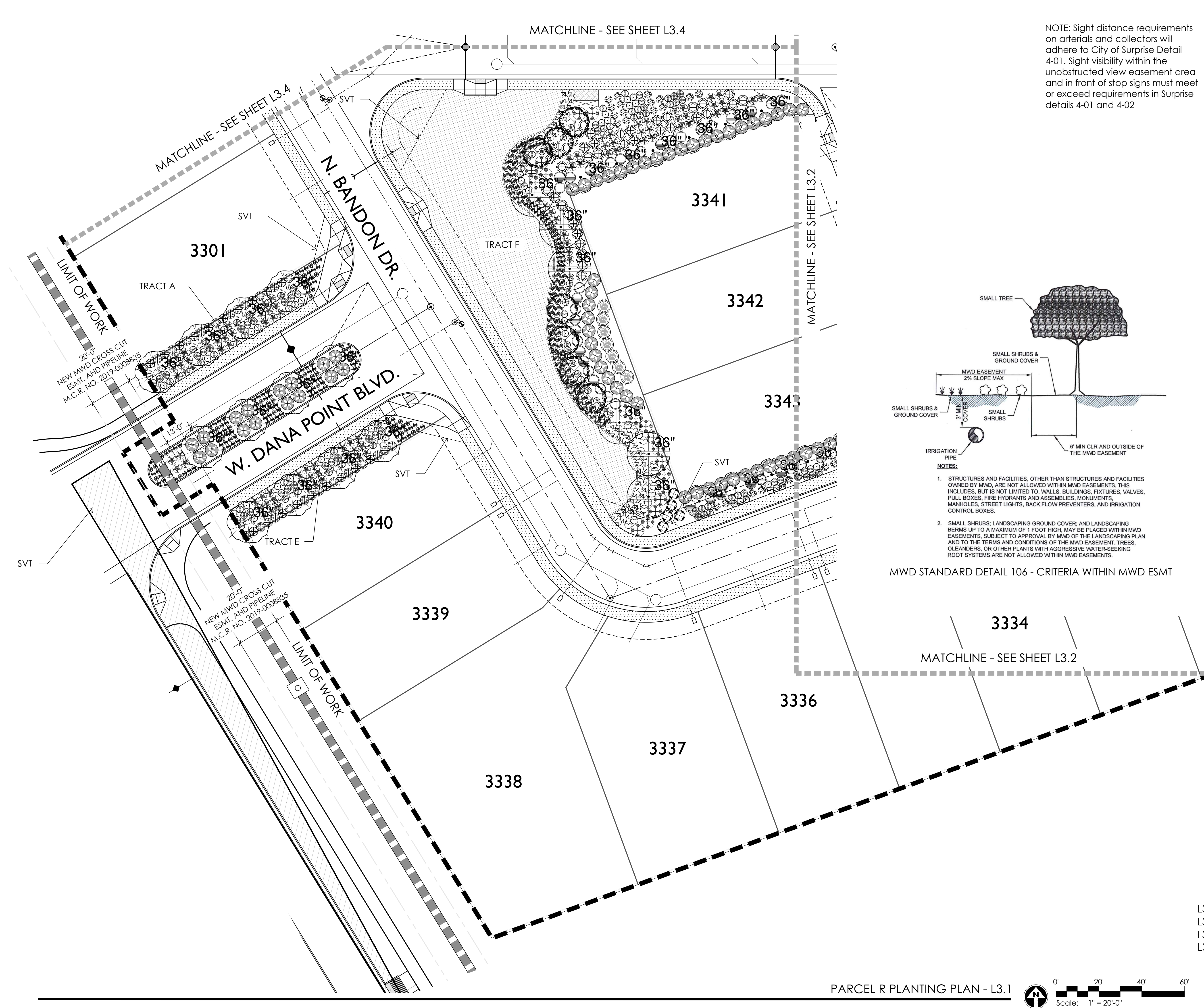


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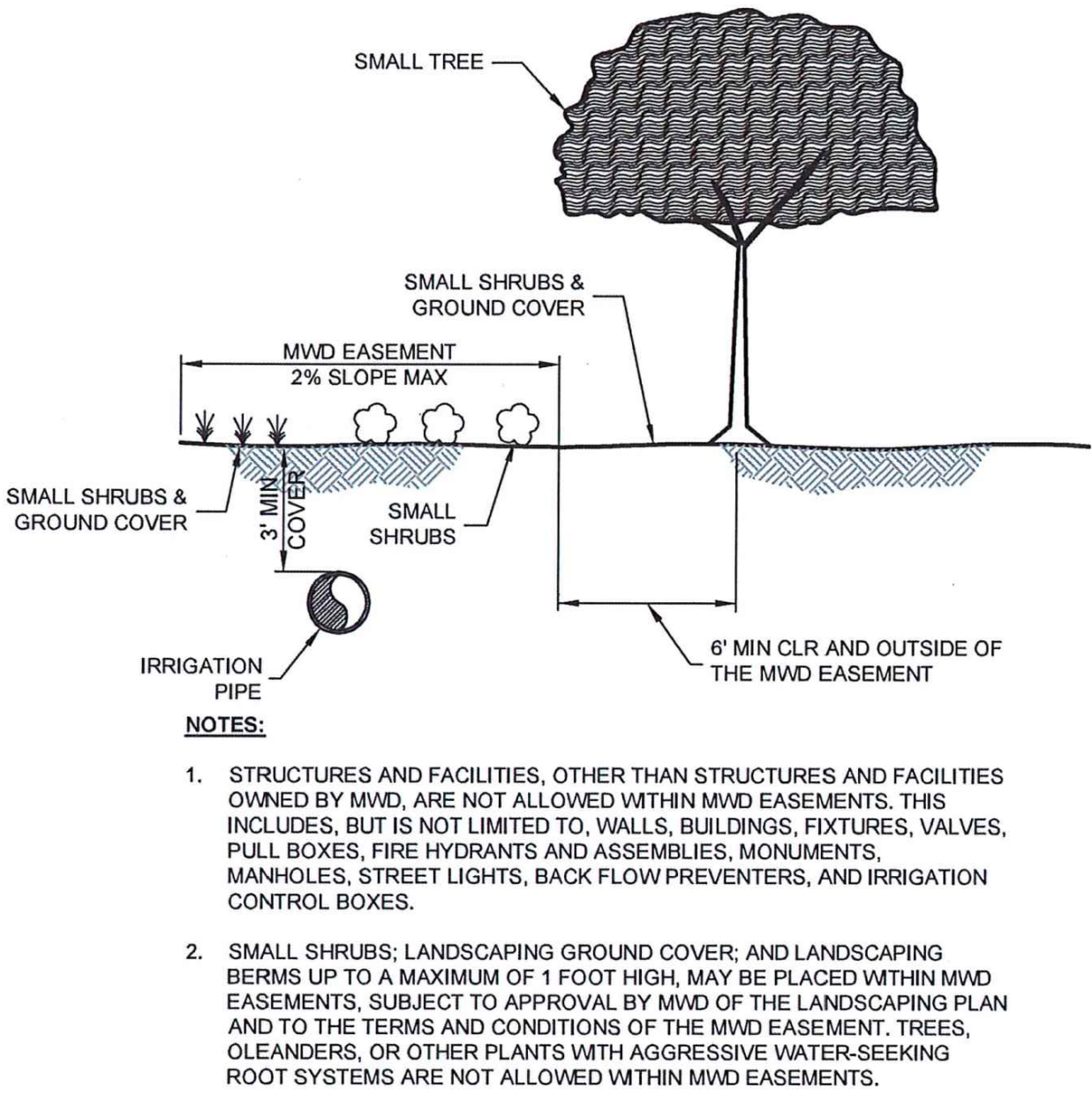


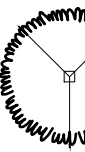
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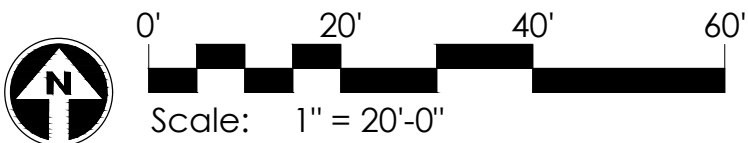
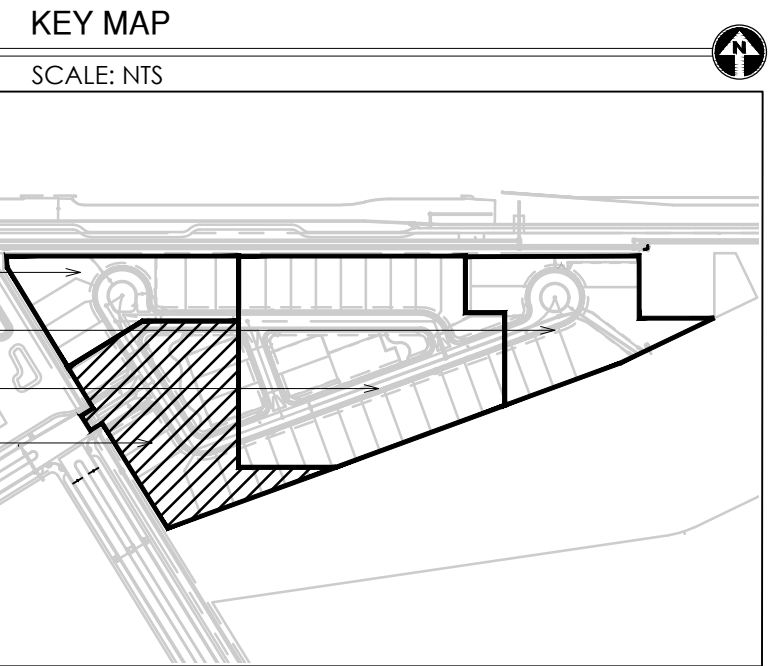
Scale: 1" = 80'-0"



NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02



PRASADA PARCEL R			
PLANT Sym.	MATERIALS Plant Name	LEGEND Size	Qty
Trees			
	<i>Fraxinus velutina</i> Arizona Ash	36" Box	13
	<i>Olea europaea</i> 'Swan Hill' Swan Hill Olive	36" Box	6
	<i>Pistacia x 'Red Push'</i> Red Push Pistache	36" Box	9
	<i>Quercus virginiana</i> Southern Live Oak	36" Box	12
	<i>Tipuana tipu</i> Tipu Tree	36" Box	6
	<i>Vitex agnus-castus</i> Chaste Tree	36" Box	28
Shrubs			
	<i>Bougainvillea 'Rosenka'</i> Bougainvillea	5 gal.	72
	<i>Callistemon viminalis</i> 'Little John' Bottlebrush	5 gal.	29
	<i>Convolvulus cneorum</i> Bush Morning Glory	5 gal.	126
	<i>Eremophila maculata</i> 'Valentine' Valentine Shrub	5 gal.	39
	<i>Eremophila hygrophana</i> 'Blue Bells' Blue Bells Eremophila	5 gal.	46
	<i>Justicia californica</i> 'Yellow' Yellow Chuparosa	5 gal.	13
	<i>Leucophyllum candidum</i> 'Thunder Cloud' Thunder Cloud Sage	5 gal.	115
	<i>Leucophyllum langmaniae</i> 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	60
	<i>Nerium oleander</i> 'Petite Pink' Petite Pink Oleander	5 gal.	42
	<i>Nolina microcarpa</i> Bear Grass	5 gal.	40
	<i>Ruellia brittoniana</i> Purple Ruellia	5 gal.	98
	<i>Russelia equisetiformis</i> Coral Fountain	5 gal.	365
	<i>Salvia clevelandii</i> Chaparral Sage	5 gal.	109
	<i>Salvia greggii</i> Autumn Sage	5 gal.	106
	<i>Tecoma alata</i> 'Orange Jubilee' Orange Jubilee	5 gal.	17
Groundcovers			
	<i>Lantana camara</i> 'Dallas Red' Dallas Red Lantana	1 gal.	96
	<i>Lantana montevidensis</i> Purple Trailing Lantana	1 gal.	115
	<i>Lantana</i> 'New Gold' New Gold Lantana	1 gal.	239
	<i>Rosmarinus officinalis</i> 'Prostratus' Dwarf Rosemary	1 gal.	57
Accents / Vines			
	<i>Hesperaloe funifera</i> Giant Hesperaloe	5 gal.	51
	<i>Hesperaloe parviflora</i> -yellow Yellow Hesperaloe	5 gal.	41
	<i>Muhlenbergia capillaris</i> 'Regal Mist' Regal Mist TM	5 gal.	160
MASS PLANTING			
	SODDED GRASS		
INERTS			
	DECOMPOSED GRANITE.		



GREY PICKETT

landscape architecture community design

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STERLING GROVE

PARCEL R

LANDSCAPE CONSTRUCTION DOCUMENTS

SURPRISE, ARIZONA

Toll Brothers

AMERICA'S LUXURY HOME BUILDER®

REVISIONS:

PROJECT #:
TOL267

SCALE:
1" = 20'-0"

ISSUED FOR:
REVIEW

DRAWN BY:
TEAM

DATE:
09.08.2023

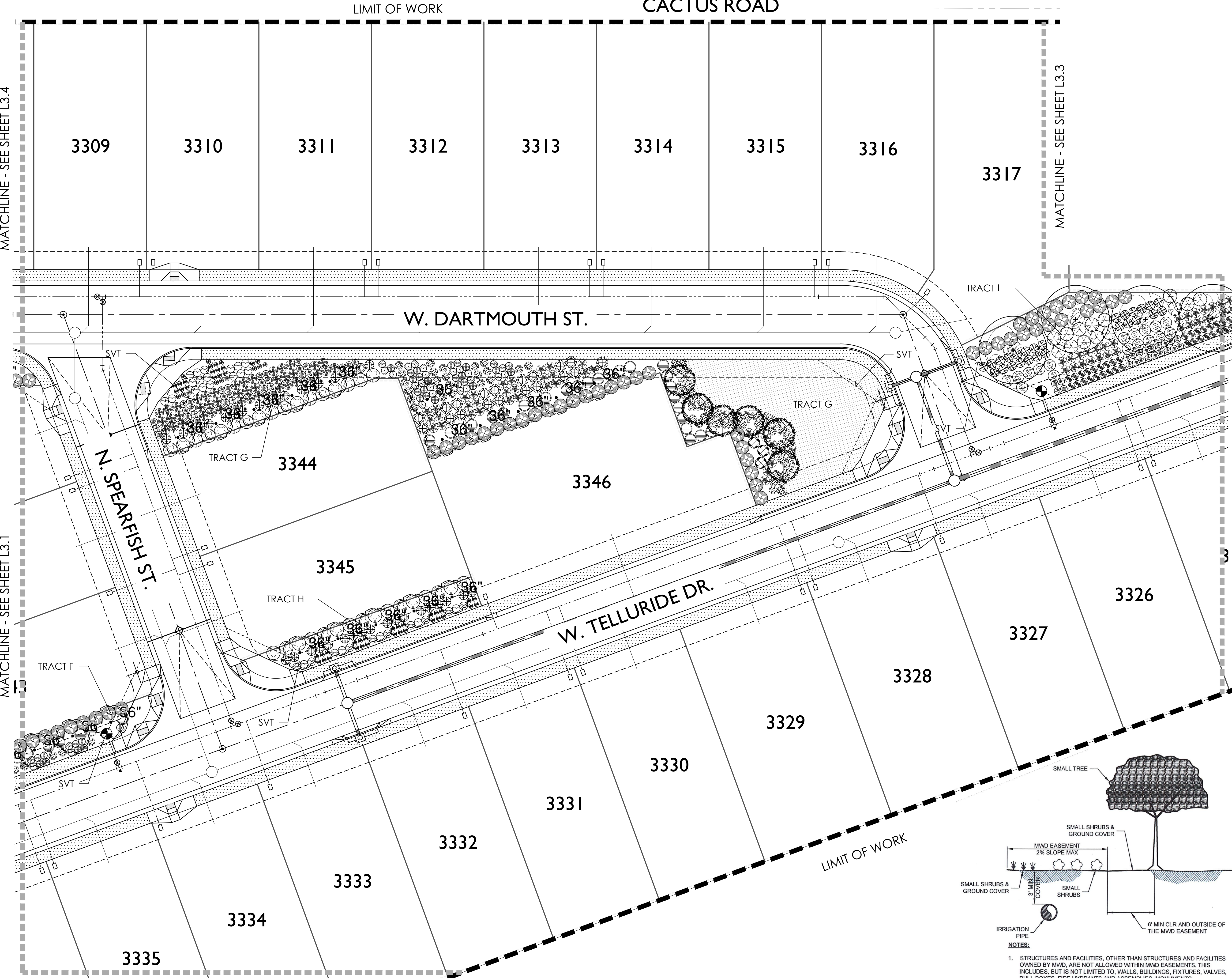
DRAWING:
Planting Plan

SHEET:
L3.1

PAGE:
03 OF 15

FS23-0325

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MATCHLINE - SEE SHEET L3.4

MATCHLINE - SEE SHEET L3.1

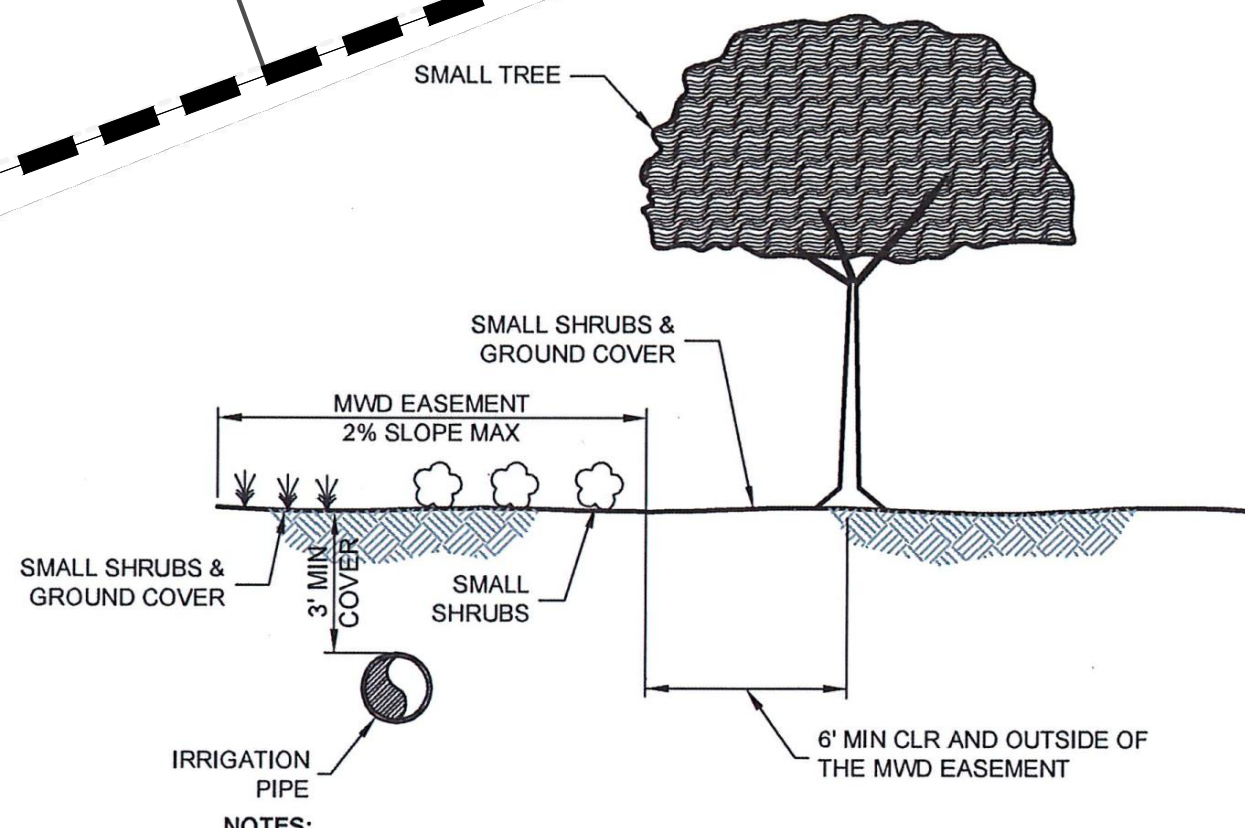
MATCHLINE - SEE SHEET L3.3

MATCHLINE - SEE SHEET L3.3

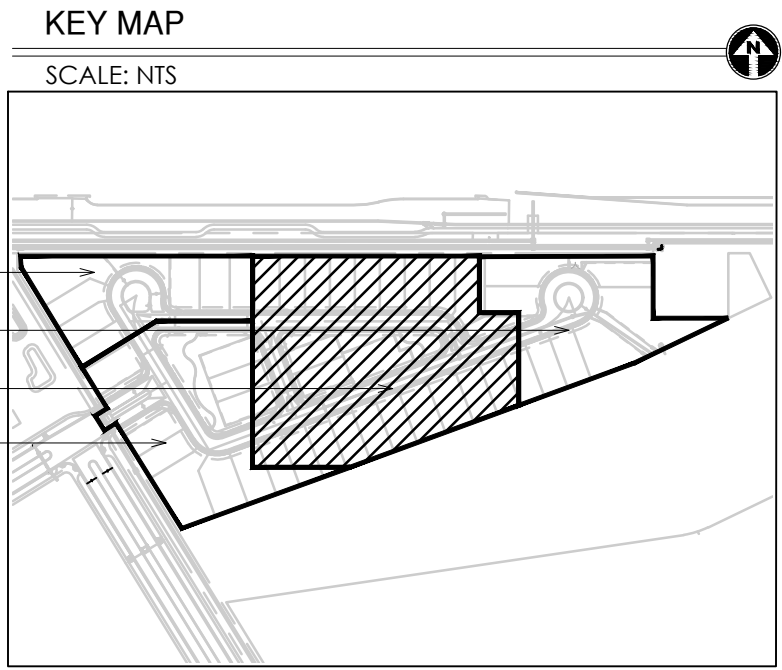
PRASADA PARCEL R			
PLANT MATERIALS LEGEND			
Sym.	Plant Name	Size	Qty
Trees			
	<i>Fraxinus velutina</i> Arizona Ash	36" Box	13
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Groundcovers			
	<i>Lantana camara</i> 'Dallas Red' Dallas Red Lantana	1 gal.	96
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Accents / Vines			
	<i>Hesperaloe funifera</i> Giant Hesperaloe	5 gal.	51
	<i>Hesperaloe parviflora</i> -yellow Yellow Hesperaloe	5 gal.	41
	<i>Muhlenbergia capillaris</i> 'Regal Mist' Regal Mist TM	5 gal.	160

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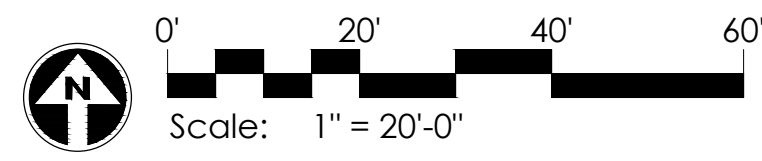
NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02



- NOTES:
- STRUCTURES AND FACILITIES, OTHER THAN STRUCTURES AND FACILITIES OWNED BY MWD, ARE NOT ALLOWED WITHIN MWD EASEMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, WALLS, BUILDINGS, FIXTURES, VALVES, PULL BOXES, FIRE HYDRANTS AND ASSEMBLIES, MONUMENTS, MANHOLES, STREET LIGHTS, BACK FLOW PREVENTERS, AND IRRIGATION CONTROL BOXES.
 - SMALL SHRUBS: LANDSCAPING GROUND COVER, AND LANDSCAPING BERRUS UP TO A MAXIMUM OF 1 FOOT HIGH, MAY BE PLACED WITHIN MWD EASEMENTS, SUBJECT TO APPROVAL BY MWD OF THE LANDSCAPING PLAN AND TO THE TERMS AND CONDITIONS OF THE MWD EASEMENT. TREES, OLEANDERS, OR OTHER PLANTS WITH AGGRESSIVE WATER-SEEKING ROOT SYSTEMS ARE NOT ALLOWED WITHIN MWD EASEMENTS.



PARCEL R PLANTING PLAN - L3.2



MWD STANDARD DETAIL 106 - CRITERIA WITHIN MWD ESMT

GREY PICKETT

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STERLING GROVE

PARCEL R

LANDSCAPE CONSTRUCTION DOCUMENTS

SURPRISE, ARIZONA

REVISIONS:

PROJECT #:
TOL267

SCALE:
1" = 20'-0"

ISSUED FOR:
REVIEW

DRAWN BY:
TEAM

DATE:
09.08.2023

DRAWING:
Planting Plan

SHEET:
L3.2

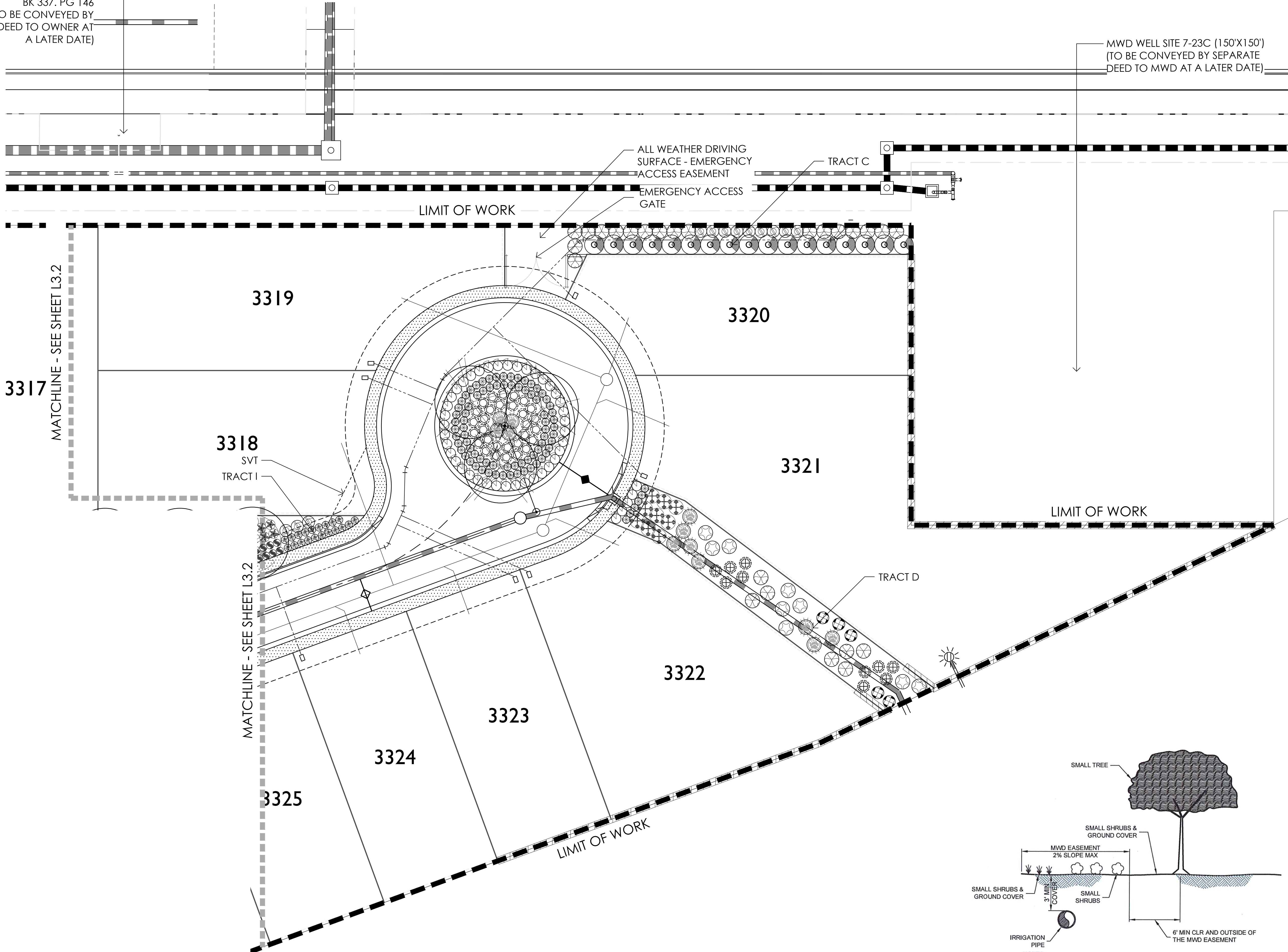
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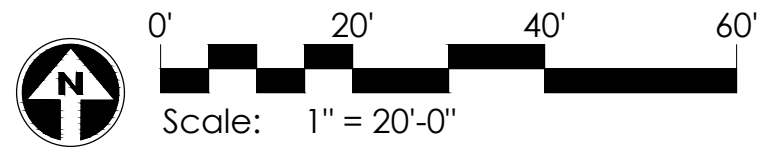
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MWD WELL SITE 7-23C (50'X50')
FEE TITLE & WELL
BK 337, PG 146
(TO BE CONVEYED BY
SEPARATE DEED TO OWNER AT
A LATER DATE)

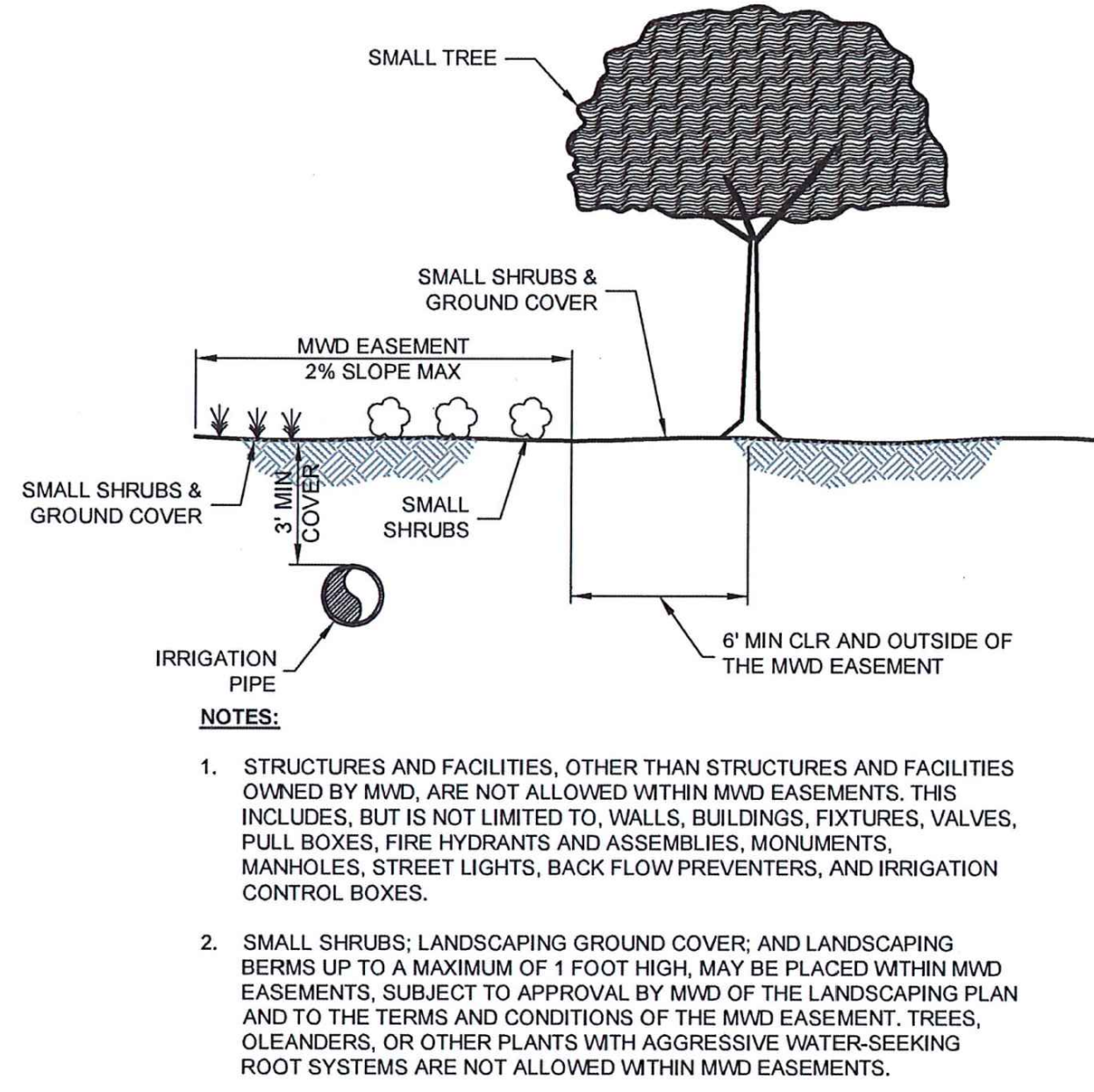
MWD WELL SITE 7-23C (150'X150')
(TO BE CONVEYED BY SEPARATE
DEED TO MWD AT A LATER DATE)



PARCEL R PLANTING PLAN - L3.3

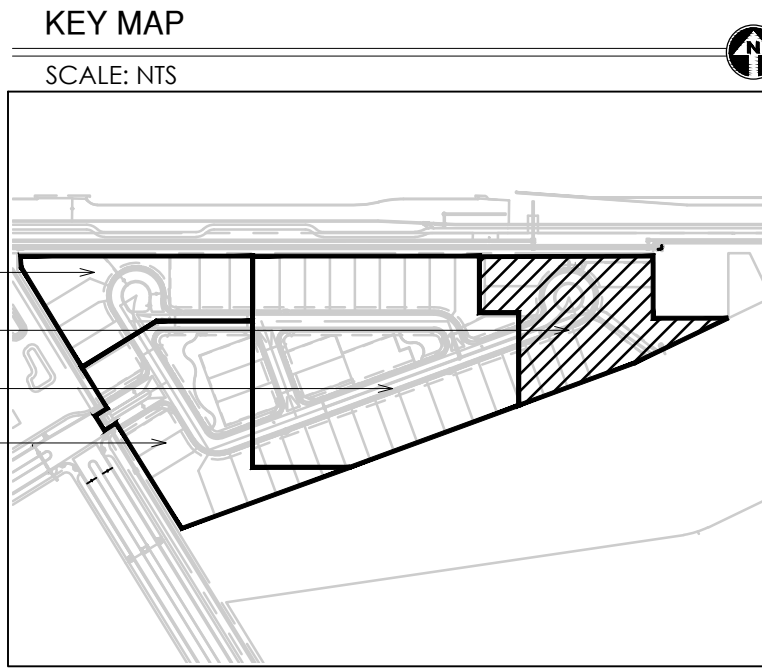


MWD STANDARD DETAIL 106 - CRITERIA WITHIN MWD ESMT



PRASADA PARCEL R			
Sym.	Plant Name	Size	Qty
Trees			
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	Arizona Ash		
	<i>Olea europaea</i> 'Swan Hill'	36" Box	6
	Swan Hill Olive		
	<i>Pistacia x</i> 'Red Push'	36" Box	9
	Red Push Pistache		
	<i>Quercus virginiana</i>	36" Box	12
	Southern Live Oak		
	<i>Tipuana tipu</i>	36" Box	6
	Tipu Tree		
	<i>Vitex agnus-castus</i>	36" Box	28
	Chaste Tree		
Shrubs			
	<i>Bougainvillea</i> 'Rosenka'	5 gal.	72
	Bougainvillea		
	<i>Callistemon viminalis</i> 'Little John'	5 gal.	29
	Bottlebrush		
	<i>Convolvulus cneorum</i>	5 gal.	126
	Bush Morning Glory		
	<i>Eremophila maculata</i> 'Valentine'	5 gal.	39
	Valentine Shrub		
	<i>Eremophila hygraphana</i> 'Blue Bells'	5 gal.	46
	Blue Bells Eremophila		
	<i>Justicia californica</i> 'Yellow'	5 gal.	13
	Yellow Chuparosa		
	<i>Leucophyllum candidum</i> 'Thunder Cloud'	5 gal.	115
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	New Gold Lantana		
	<i>Rosmarinus officinalis</i> 'Prostratus'	1 gal.	57
	Dwarf Rosemary		
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	Regal Mist TM		
MASS PLANTING			
	SODDED GRASS		
INERTS			
Sym.	Description		
	DECOMPOSED GRANITE.		

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GREY PICKETT

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STERLING GROVE

PARCEL R

LANDSCAPE CONSTRUCTION DOCUMENTS

SURPRISE, ARIZONA

REVISIONS:

PROJECT #:

TOL267

SCALE:

1" = 20'-0"

ISSUED FOR:

REVIEW

DRAWN BY:

TEAM

DATE:

09.08.2023

DRAWING:

Planting Plan

SHEET:

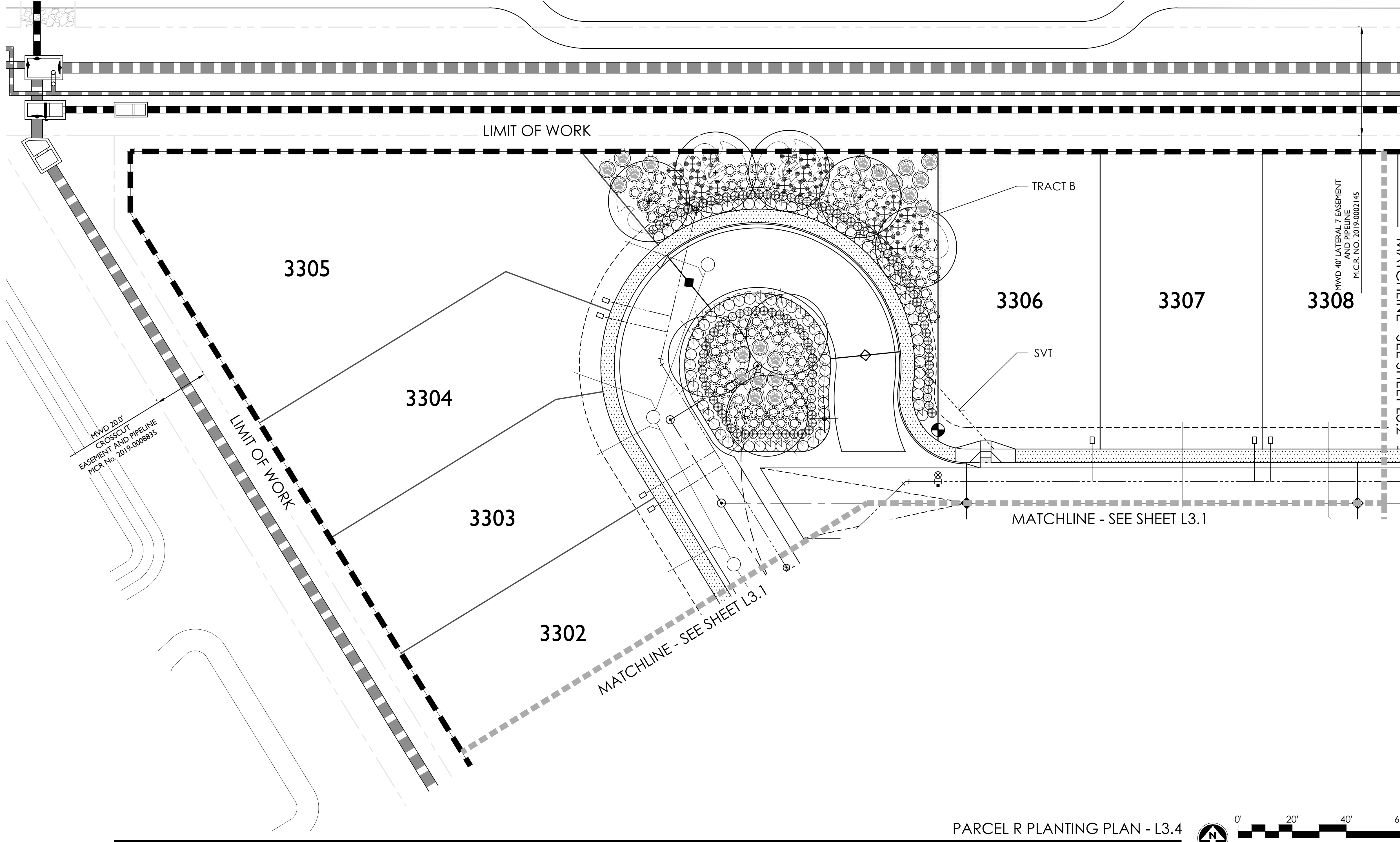
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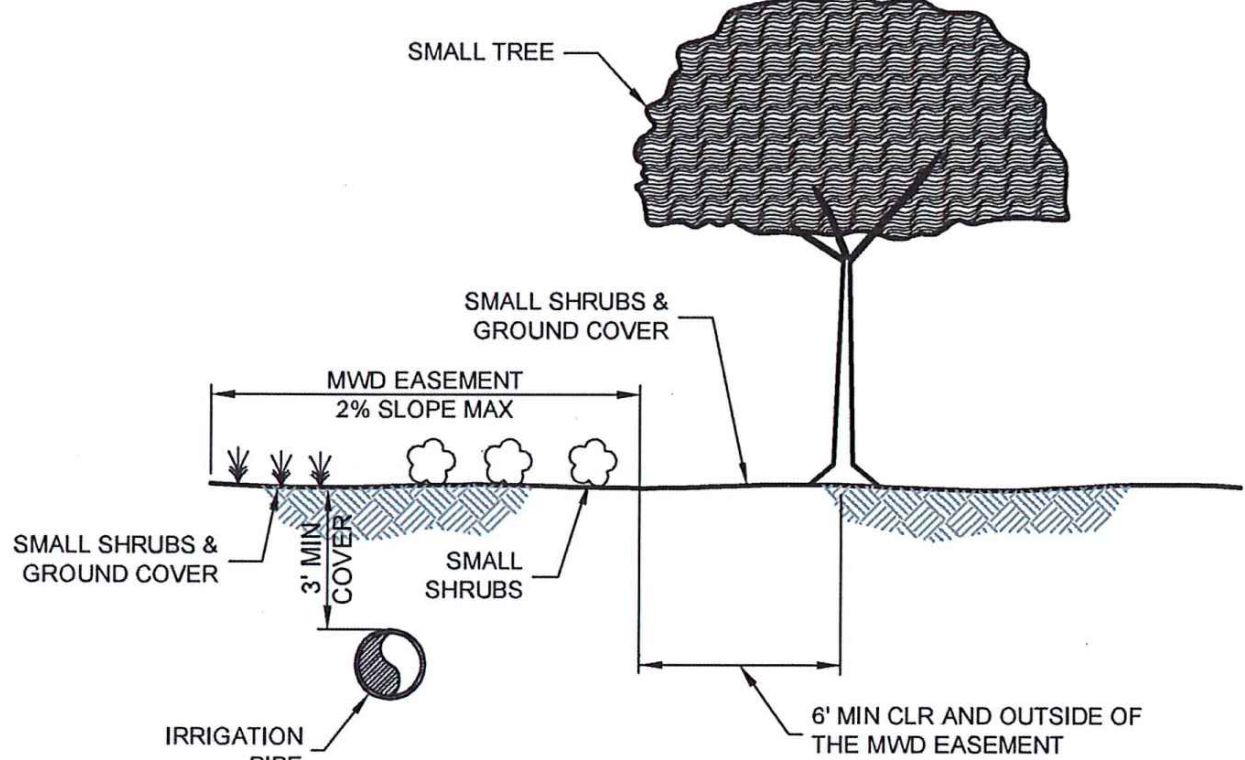
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MWD STANDARD DETAIL 106 - CRITERIA WITHIN MWD ESMT



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PRASADA PARCEL R

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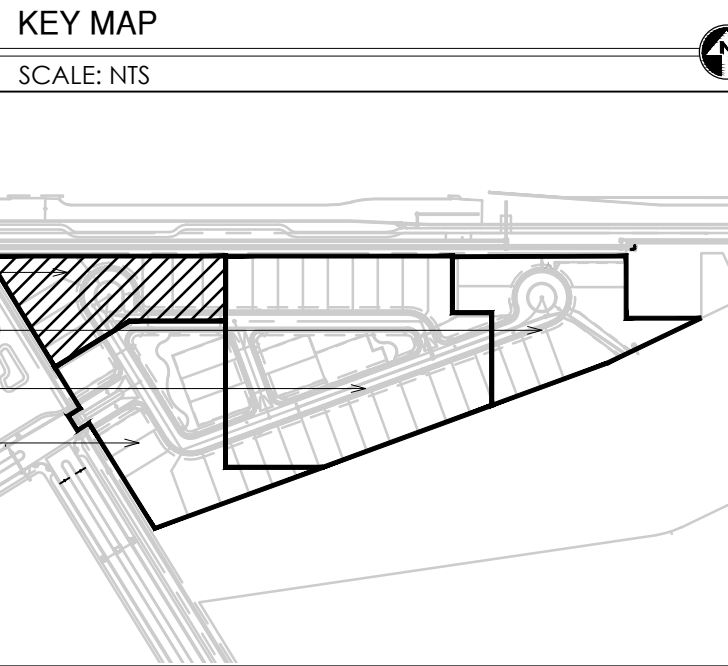
MASS PLANTING

SODDED GRASS

INERTS

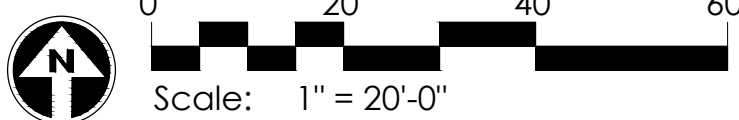
Sym.	Description
	DECOMPOSED GRANITE.

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L3.4
L3.3
L3.2
L3.1

PARCEL R PLANTING PLAN - L3.4



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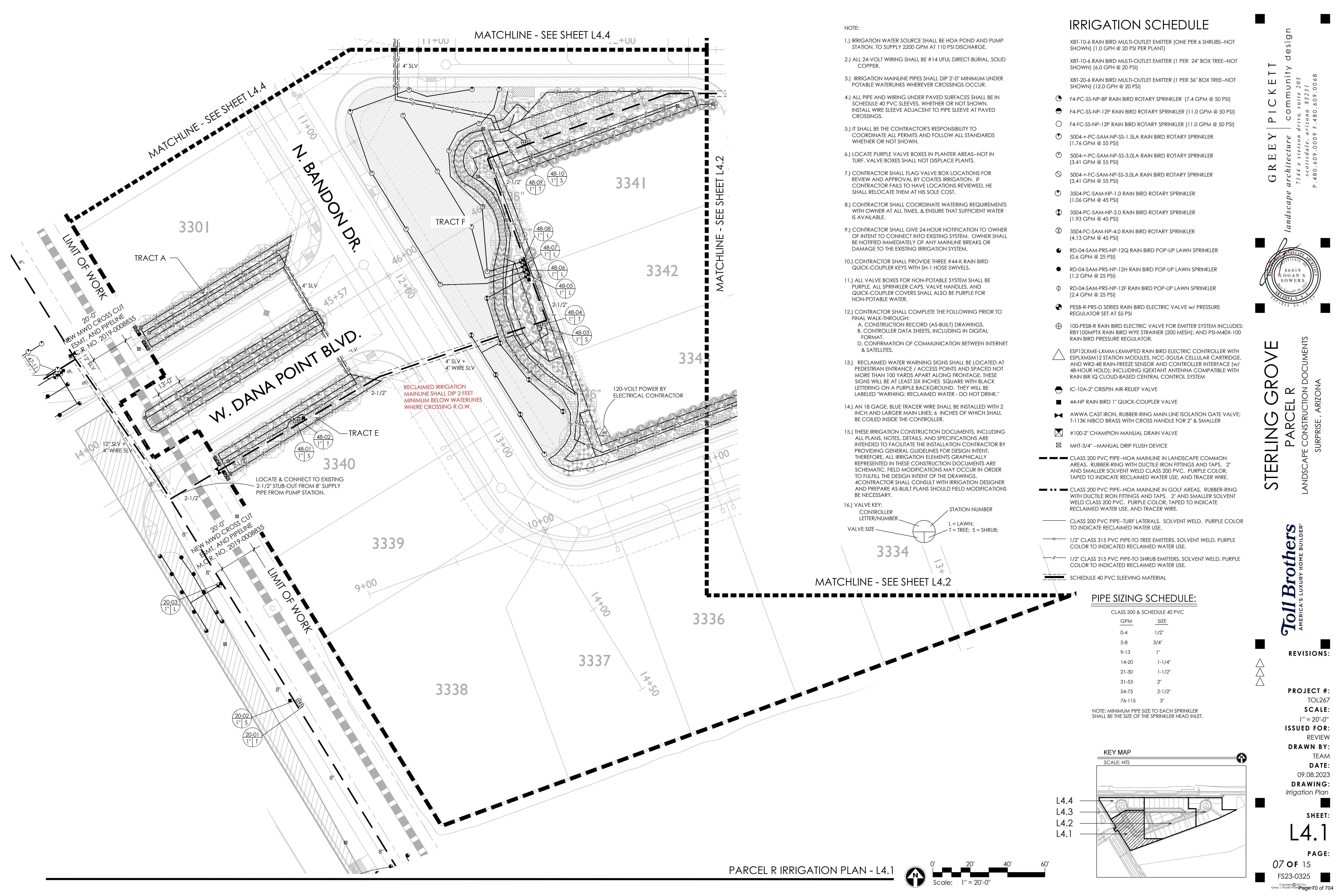
STERLING GROVE
PARCEL R
LANDSCAPE CONSTRUCTION DOCUMENTS
SURPRISE, ARIZONA

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L3.4
PAGE:
06 OF 15
FS23-0325



- NOTE:
- 1.) IRRIGATION WATER SOURCE SHALL BE HOA POND AND PUMP STATION, TO SUPPLY 2200 GPM AT 110 PSI DISCHARGE.
 - 2.) ALL 24-VOLT WIRING SHALL BE #14 UFUL DIRECT-BURIAL, SOLID COPPER.
 - 3.) IRRIGATION MAINLINE PIPES SHALL DIP 2'-0" MINIMUM UNDER POTABLE WATERLINES WHEREVER CROSSINGS OCCUR.
 - 4.) ALL PIPE AND WIRING UNDER PAVED SURFACES SHALL BE IN SCHEDULE 40 PVC SLEEVES, WHETHER OR NOT SHOWN. INSTALL WIRE SLEEVE ADJACENT TO PIPE SLEEVE AT PAVED CROSSINGS.
 - 5.) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL PERMITS AND FOLLOW ALL STANDARDS WHETHER OR NOT SHOWN.
 - 6.) LOCATE PURPLE VALVE BOXES IN PLANTER AREAS--NOT IN TURF. VALVE BOXES SHALL NOT DISPLACE PLANTS.
 - 7.) CONTRACTOR SHALL FLAG VALVE BOX LOCATIONS FOR REVIEW AND APPROVAL BY COATES IRRIGATION. IF CONTRACTOR FAILS TO HAVE LOCATIONS REVIEWED, HE SHALL RELOCATE THEM AT HIS SOLE COST.
 - 8.) CONTRACTOR SHALL COORDINATE WATERING REQUIREMENTS WITH OWNER AT ALL TIMES, & ENSURE THAT SUFFICIENT WATER IS AVAILABLE.
 - 9.) CONTRACTOR SHALL GIVE 24-HOUR NOTIFICATION TO OWNER OF INTENT TO CONNECT INTO EXISTING SYSTEM. OWNER SHALL BE NOTIFIED IMMEDIATELY OF ANY MAINLINE BREAKS OR DAMAGE TO THE EXISTING IRRIGATION SYSTEM.
 - 10.) CONTRACTOR SHALL PROVIDE THREE #44-K RAIN BIRD QUICK-COUPLER KEYS WITH SH-1 HOSE SWIVELS.
 - 11.) ALL VALVE BOXES FOR NON-POTABLE SYSTEM SHALL BE PURPLE. ALL SPRINKLER CAPS, VALVE HANDLES, AND QUICK-COUPLER COVERS SHALL ALSO BE PURPLE FOR NON-POTABLE WATER.
 - 12.) CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
 - A. CONSTRUCTION RECORD (AS-BUILT) DRAWINGS.
 - B. CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
 - D. CONFIRMATION OF COMMUNICATION BETWEEN INTERNET & SATELLITES.
 - 13.) RECLAIMED WATER WARNING SIGNS SHALL BE LOCATED AT PEDESTRIAN ENTRANCE / ACCESS POINTS AND SPACED NOT MORE THAN 100 YARDS APART ALONG FRONTAGE. THESE SIGNS WILL BE AT LEAST SIX INCHES SQUARE WITH BLACK LETTERING ON A PURPLE BACKGROUND. THEY WILL BE LABELED "WARNING: RECLAIMED WATER - DO NOT DRINK."
 - 14.) AN 18 GAGE, BLUE TRACER WIRE SHALL BE INSTALLED WITH 2 INCH AND LARGER MAIN LINES; 6 INCHES OF WHICH SHALL BE COILED INSIDE THE CONTROLLER.
 - 15.) THESE IRRIGATION CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS, AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. THEREFORE, ALL IRRIGATION ELEMENTS GRAPHICALLY REPRESENTED IN THESE CONSTRUCTION DOCUMENTS ARE SCHEMATIC. FIELD MODIFICATIONS MAY OCCUR IN ORDER TO FULFILL THE DESIGN INTENT OF THE DRAWINGS. CONTRACTOR SHALL CONSULT WITH IRRIGATION DESIGNER AND PREPARE AS-BUILT PLANS SHOULD FIELD MODIFICATIONS BE NECESSARY.
 - 16.) VALVE KEY:
 - CONTROLLER LETTER/NUMBER
 - STATION NUMBER
 - VALVE SIZE
 - L = LAWN;
 - T = TREE; S = SHRUB;

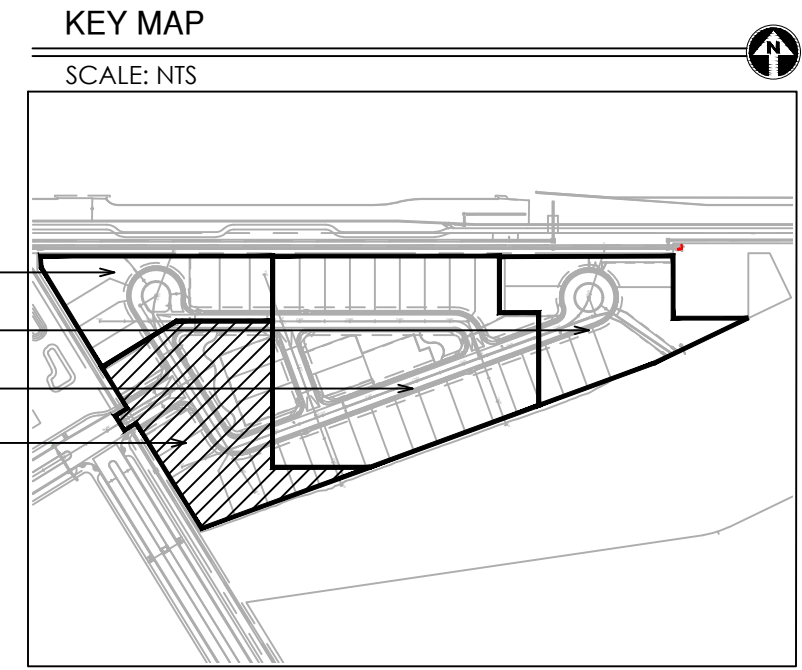
IRRIGATION SCHEDULE

- XBT-10-6 RAIN BIRD MULTI-OUTLET EMITTER (ONE PER 6 SHRUBS--NOT SHOWN) (1.0 GPH @ 20 PSI PER PLANT)
- XBT-10-6 RAIN BIRD MULTI-OUTLET EMITTER (1 PER 24" BOX TREE--NOT SHOWN) (6.0 GPH @ 20 PSI)
- XBT-20-6 RAIN BIRD MULTI-OUTLET EMITTER (1 PER 36" BOX TREE--NOT SHOWN) (12.0 GPH @ 20 PSI)
- F4-PC-SS-NP-8P RAIN BIRD ROTARY SPRINKLER (7.4 GPM @ 50 PSI)
- F4-PC-SS-NP-12P RAIN BIRD ROTARY SPRINKLER (11.0 GPM @ 50 PSI)
- F4-FC-SS-NP-12P RAIN BIRD ROTARY SPRINKLER (11.0 GPM @ 50 PSI)
- 5004-+PC-SAM-NP-SS-1.5LA RAIN BIRD ROTARY SPRINKLER (1.76 GPM @ 55 PSI)
- 5004-+PC-SAM-NP-SS-3.0LA RAIN BIRD ROTARY SPRINKLER (3.41 GPM @ 55 PSI)
- 5004-+FC-SAM-NP-SS-3.0LA RAIN BIRD ROTARY SPRINKLER (3.41 GPM @ 55 PSI)
- 3504-PC-SAM-NP-1.0 RAIN BIRD ROTARY SPRINKLER (1.06 GPM @ 45 PSI)
- 3504-PC-SAM-NP-2.0 RAIN BIRD ROTARY SPRINKLER (1.93 GPM @ 45 PSI)
- 3504-FC-SAM-NP-4.0 RAIN BIRD ROTARY SPRINKLER (4.13 GPM @ 45 PSI)
- RD-04-SAM-PRS-NP-12Q RAIN BIRD POP-UP LAWN SPRINKLER (0.6 GPM @ 25 PSI)
- RD-04-SAM-PRS-NP-12H RAIN BIRD POP-UP LAWN SPRINKLER (1.2 GPM @ 25 PSI)
- RD-04-SAM-PRS-NP-12F RAIN BIRD POP-UP LAWN SPRINKLER (2.4 GPM @ 25 PSI)
- PESB-R-PRS-D SERIES RAIN BIRD ELECTRIC VALVE w/ PRESSURE REGULATOR SET AT 55 PSI
- 100-PESB-R RAIN BIRD ELECTRIC VALVE FOR EMITTER SYSTEM INCLUDES: RBY100MPTX RAIN BIRD WYE STRAINER (200 MESH); AND PSI-M40X-100 RAIN BIRD PRESSURE REGULATOR.
- ESP12LXME-LXMM-LXMPMD RAIN BIRD ELECTRIC CONTROLLER WITH ESPLXMSM12 STATION MODULES, NIC-3GUSA CELLULAR CARTRIDGE, AND WR2-48 RAIN-FREEZE SENSOR AND CONTROLLER INTERFACE (w/ 48-HOUR HOLD); INCLUDING IQEXTANT ANTENNA COMPATIBLE WITH RAIN BIR IQ CLOUD-BASED CENTRAL CONTROL SYSTEM
- IC-10A-2" CRISPIN AIR-RELIEF VALVE
- 44-NP RAIN BIRD 1" QUICK-COUPLER VALVE
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- MHT-3/4" --MANUAL DRIP FLUSH DEVICE
- CLASS 200 PVC PIPE--HOA MAINLINE IN LANDSCAPE COMMON AREAS. RUBBER-RING WITH DUCTILE IRON FITTINGS AND TAPS. 2" AND SMALLER SOLVENT WELD CLASS 200 PVC. PURPLE COLOR, TAPED TO INDICATE RECLAIMED WATER USE, AND TRACER WIRE.
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- CLASS 200 PVC PIPE--TURF LATERALS. SOLVENT WELD. PURPLE COLOR TO INDICATE RECLAIMED WATER USE.
- 1/2" CLASS 315 PVC PIPE--TO TREE EMITTERS. SOLVENT WELD. PURPLE COLOR TO INDICATED RECLAIMED WATER USE.
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- SCHEDULE 40 PVC SLEEVING MATERIAL

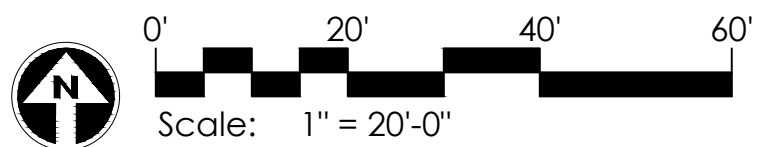
PIPE SIZING SCHEDULE:

CLASS 200 & SCHEDULE 40 PVC	
GPM	SIZE
0-4	1/2"
5-8	3/4"
9-13	1"
14-20	1-1/4"
21-30	1-1/2"
31-53	2"
54-75	2-1/2"
76-115	3"

NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER SHALL BE THE SIZE OF THE SPRINKLER HEAD INLET.



PARCEL R IRRIGATION PLAN - L4.1



STERLING GROVE

PARCEL R

LANDSCAPE CONSTRUCTION DOCUMENTS

SURPRISE, ARIZONA

GREY | PICKETT

landscape architecture

community design

7144 e stelson drive, suite 205
scottsdale, arizona 85251
P. 480.609.0009 F. 480.609.0068

REVISIONS:

PROJECT #:
TOL267

SCALE:
1" = 20'-0"

ISSUED FOR:
REVIEW

DRAWN BY:
TEAM

DATE:
09.08.2023

DRAWING:
Irrigation Plan

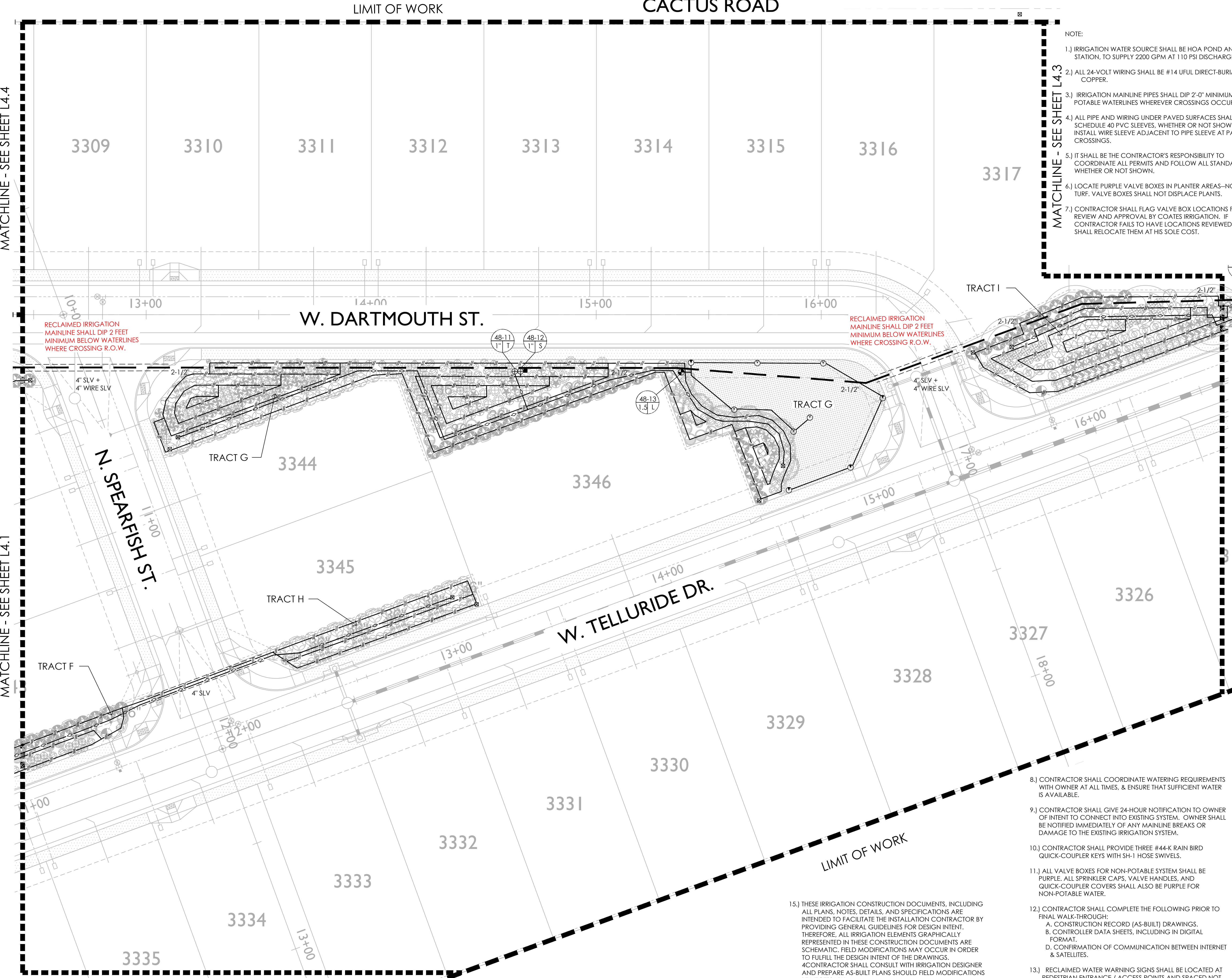
SHEET:
L4.1

PAGE:
07 OF 15

FS23-0325

Toll Brothers

AMERICA'S LUXURY HOME BUILDER



- NOTE:
- 1.) IRRIGATION WATER SOURCE SHALL BE HOA POND AND PUMP STATION, TO SUPPLY 2200 GPM AT 110 PSI DISCHARGE.
 - 2.) ALL 24-VOLT WIRING SHALL BE #14 UFUL DIRECT-BURIAL, SOLID COPPER.
 - 3.) IRRIGATION MAINLINE PIPES SHALL DIP 2'-0" MINIMUM UNDER POTABLE WATERLINES WHEREVER CROSSINGS OCCUR.
 - 4.) ALL PIPE AND WIRING UNDER PAVED SURFACES SHALL BE IN SCHEDULE 40 PVC SLEEVES, WHETHER OR NOT SHOWN. INSTALL WIRE SLEEVE ADJACENT TO PIPE SLEEVE AT PAVED CROSSINGS.
 - 5.) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL PERMITS AND FOLLOW ALL STANDARDS WHETHER OR NOT SHOWN.
 - 6.) LOCATE PURPLE VALVE BOXES IN PLANTER AREAS--NOT IN TURF. VALVE BOXES SHALL NOT DISPLACE PLANTS.
 - 7.) CONTRACTOR SHALL FLAG VALVE BOX LOCATIONS FOR REVIEW AND APPROVAL BY COATES IRRIGATION. IF CONTRACTOR FAILS TO HAVE LOCATIONS REVIEWED, HE SHALL RELOCATE THEM AT HIS SOLE COST.

IRRIGATION SCHEDULE

- XBT-10-6 RAIN BIRD MULTI-OUTLET EMITTER (ONE PER 6 SHRUBS--NOT SHOWN) (1.0 GPH @ 20 PSI PER PLANT)
- XBT-10-6 RAIN BIRD MULTI-OUTLET EMITTER (1 PER 24" BOX TREE--NOT SHOWN) (6.0 GPH @ 20 PSI)
- XBT-20-6 RAIN BIRD MULTI-OUTLET EMITTER (1 PER 36" BOX TREE--NOT SHOWN) (12.0 GPH @ 20 PSI)
- F4-PC-SS-NP-8P RAIN BIRD ROTARY SPRINKLER (7.4 GPM @ 50 PSI)
- F4-PC-SS-NP-12P RAIN BIRD ROTARY SPRINKLER (11.0 GPM @ 50 PSI)
- F4-FC-SS-NP-12P RAIN BIRD ROTARY SPRINKLER (11.0 GPM @ 50 PSI)
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- ESP12LXME-LXMM-LXMMAPED RAIN BIRD ELECTRIC CONTROLLER WITH ESPLXMS12 STATION MODULES, NCC-3GUSA CELLULAR CARTRIDGE, AND WR2-48 RAIN-FREEZE SENSOR AND CONTROLLER INTERFACE (w/ 48-HOUR HOLD); INCLUDING IQEXTANT ANTENNA COMPATIBLE WITH RAIN BIR IQ CLOUD-BASED CENTRAL CONTROL SYSTEM
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- 1/2" CLASS 315 PVC PIPE-TO SHRUB EMITTERS. SOLVENT WELD. PURPLE COLOR TO INDICATED RECLAIMED WATER USE.
- SCHEDULE 40 PVC SLEEVING MATERIAL

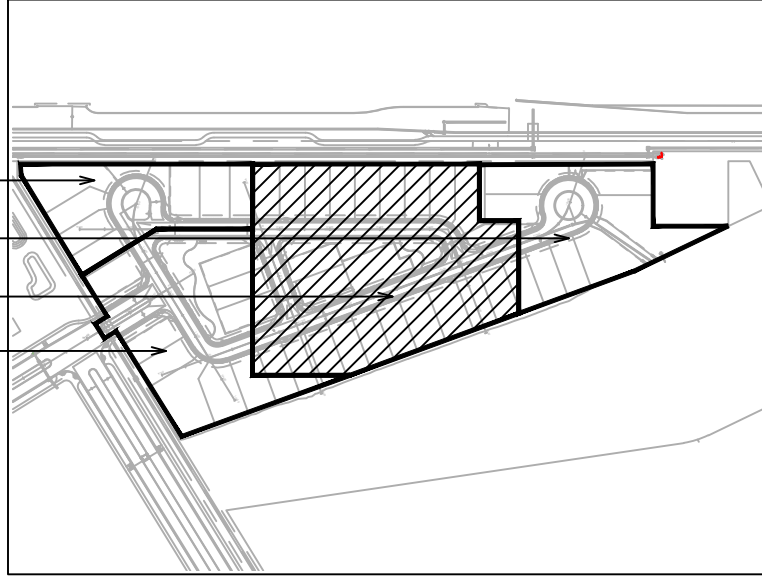
PIPE SIZING SCHEDULE:

CLASS 200 & SCHEDULE 40 PVC	
GPM	SIZE
0-4	1/2"
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31-53	2"
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76-115	3"

NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER SHALL BE THE SIZE OF THE SPRINKLER HEAD INLET.

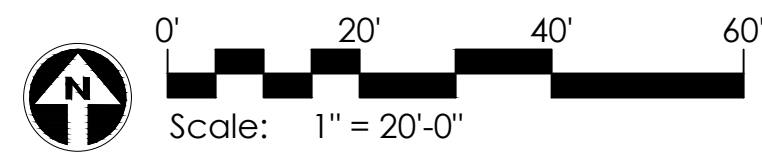
KEY MAP

SCALE: NTS



- 15.) THESE IRRIGATION CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS, AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. THEREFORE, ALL IRRIGATION ELEMENTS GRAPHICALLY REPRESENTED IN THESE CONSTRUCTION DOCUMENTS ARE SCHEMATIC. FIELD MODIFICATIONS MAY OCCUR IN ORDER TO FULFILL THE DESIGN INTENT OF THE DRAWINGS. CONTRACTOR SHALL CONSULT WITH IRRIGATION DESIGNER AND PREPARE AS-BUILT PLANS SHOULD FIELD MODIFICATIONS BE NECESSARY.
- 16.) VALVE KEY:
CONTROLLER LETTER/NUMBER
VALVE SIZE
STATION NUMBER
L = LAWN;
T = TREE; S = SHRUB;

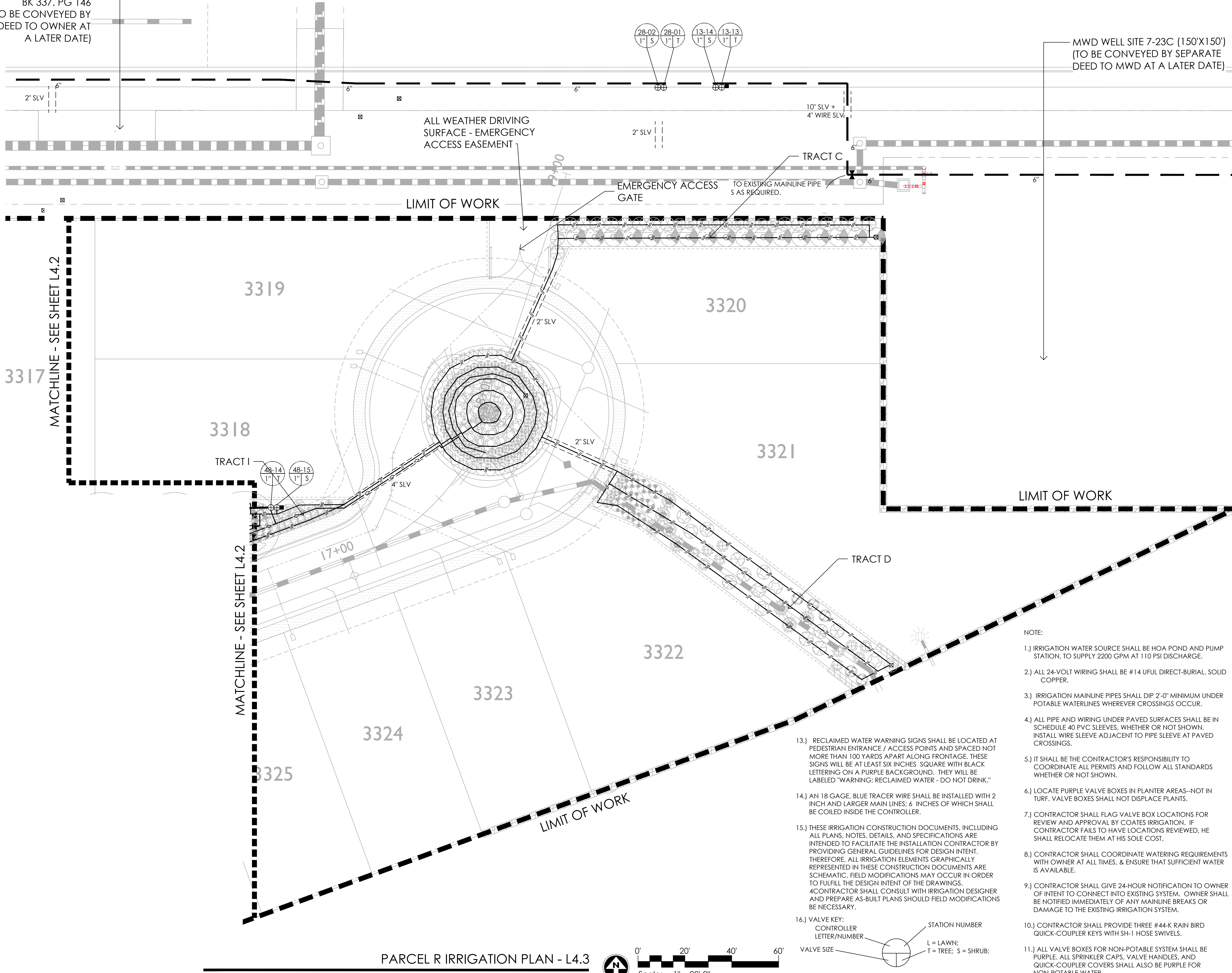
- 8.) CONTRACTOR SHALL COORDINATE WATERING REQUIREMENTS WITH OWNER AT ALL TIMES, & ENSURE THAT SUFFICIENT WATER IS AVAILABLE.
- 9.) CONTRACTOR SHALL GIVE 24-HOUR NOTIFICATION TO OWNER OF INTENT TO CONNECT INTO EXISTING SYSTEM. OWNER SHALL BE NOTIFIED IMMEDIATELY OF ANY MAINLINE BREAKS OR DAMAGE TO THE EXISTING IRRIGATION SYSTEM.
- 10.) CONTRACTOR SHALL PROVIDE THREE #44-K RAIN BIRD QUICK-COUPLER KEYS WITH SH-1 HOSE SWIVELS.
- 11.) ALL VALVE BOXES FOR NON-POTABLE SYSTEM SHALL BE PURPLE. ALL SPRINKLER CAPS, VALVE HANDLES, AND QUICK-COUPLER COVERS SHALL ALSO BE PURPLE FOR NON-POTABLE WATER.
- 12.) CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
 - A. CONSTRUCTION RECORD (AS-BUILT) DRAWINGS.
 - B. CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
 - D. CONFIRMATION OF COMMUNICATION BETWEEN INTERNET & SATELLITES.
- 13.) RECLAIMED WATER WARNING SIGNS SHALL BE LOCATED AT PEDESTRIAN ENTRANCE / ACCESS POINTS AND SPACED NOT MORE THAN 100 YARDS APART ALONG FRONTAGE. THESE SIGNS WILL BE AT LEAST SIX INCHES SQUARE WITH BLACK LETTERING ON A PURPLE BACKGROUND. THEY WILL BE LABELED "WARNING: RECLAIMED WATER - DO NOT DRINK."
- 14.) AN 18 GAGE, BLUE TRACER WIRE SHALL BE INSTALLED WITH 2 INCH AND LARGER MAIN LINES; 6 INCHES OF WHICH SHALL BE COILED INSIDE THE CONTROLLER.



PARCEL R IRRIGATION PLAN - L4.2



MWD WELL SITE 7-23C (50'X50')
FEE TITLE & WELL
BK 337, PG 146
(TO BE CONVEYED BY
SEPARATE DEED TO OWNER AT
A LATER DATE)



MWD WELL SITE 7-23C (150'X150')
(TO BE CONVEYED BY SEPARATE
DEED TO MWD AT A LATER DATE)

- ### IRRIGATION SCHEDULE
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- SCHEDULE 40 PVC SLEEVING MATERIAL

- NOTE:
- 1.) IRRIGATION WATER SOURCE SHALL BE HOA POND AND PUMP STATION, TO SUPPLY 2200 GPM AT 110 PSI DISCHARGE.
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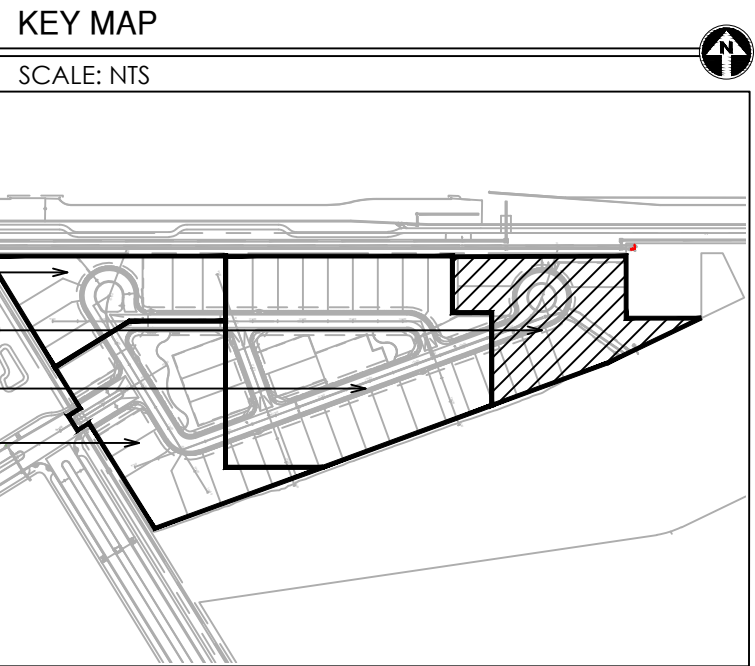
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16.) VALVE KEY:
CONTROLLER
LETTER/NUMBER

STATION NUMBER

L = LAWN;
T = TREE; S = SHRUB;

VALVE SIZE



GREY | PICKETT

landscape architecture community design

7144 e stelson drive, suite 205
scottsdale, arizona 85251
P. 480.609.0009 F. 480.609.0068

STERLING GROVE

PARCEL R

LANDSCAPE CONSTRUCTION DOCUMENTS

SURPRISE, ARIZONA

Toll Brothers

AMERICA'S LUXURY HOME BUILDER®

REVISIONS:

PROJECT #:
TOL267

SCALE:
1" = 20'-0"

ISSUED FOR:
REVIEW

DRAWN BY:
TEAM

DATE:
09.08.2023

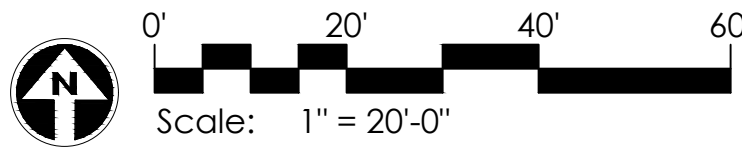
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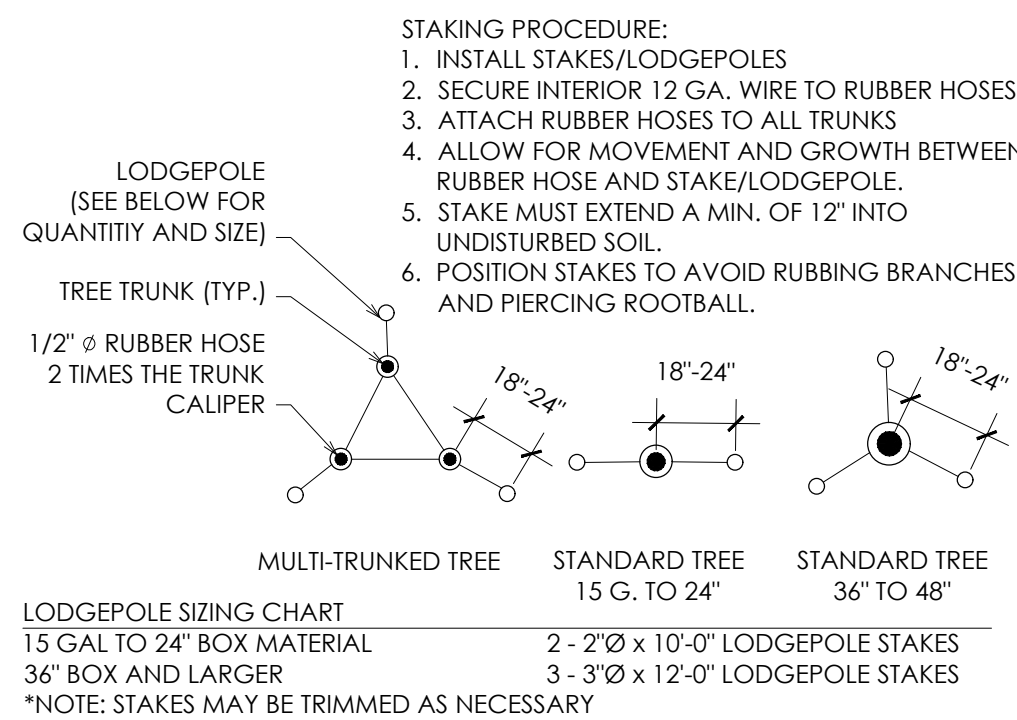
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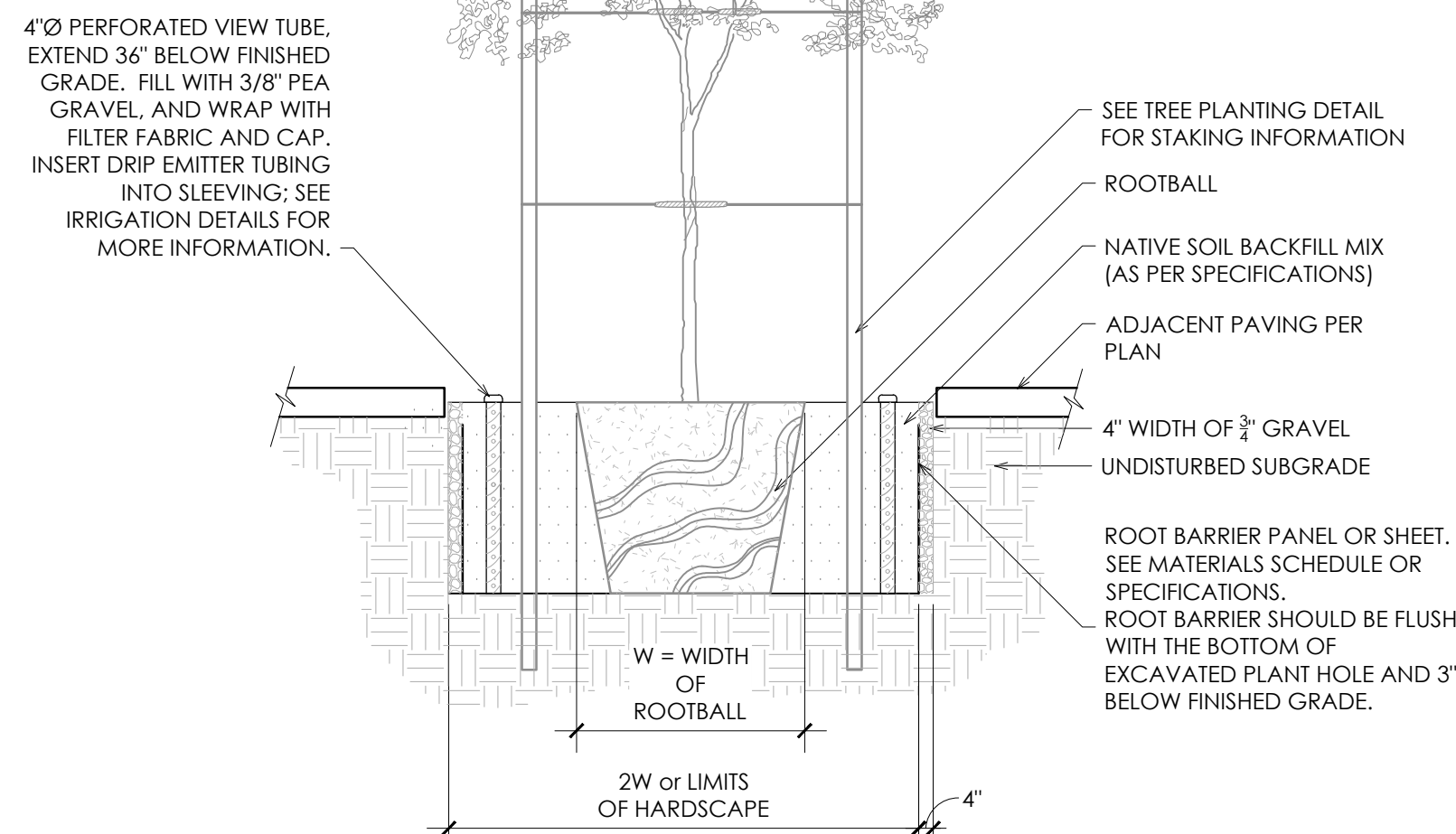
FS23-0325

PARCEL R IRRIGATION PLAN - L4.3

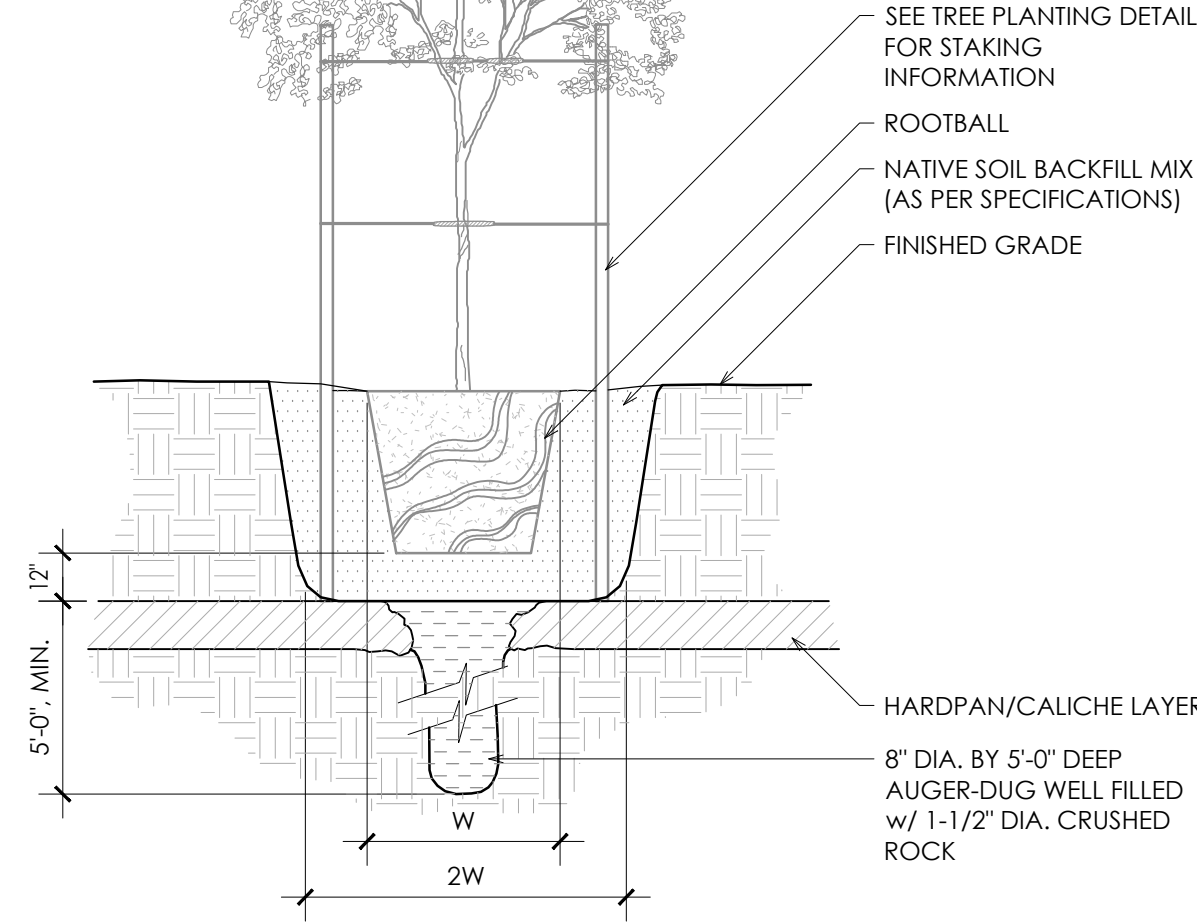




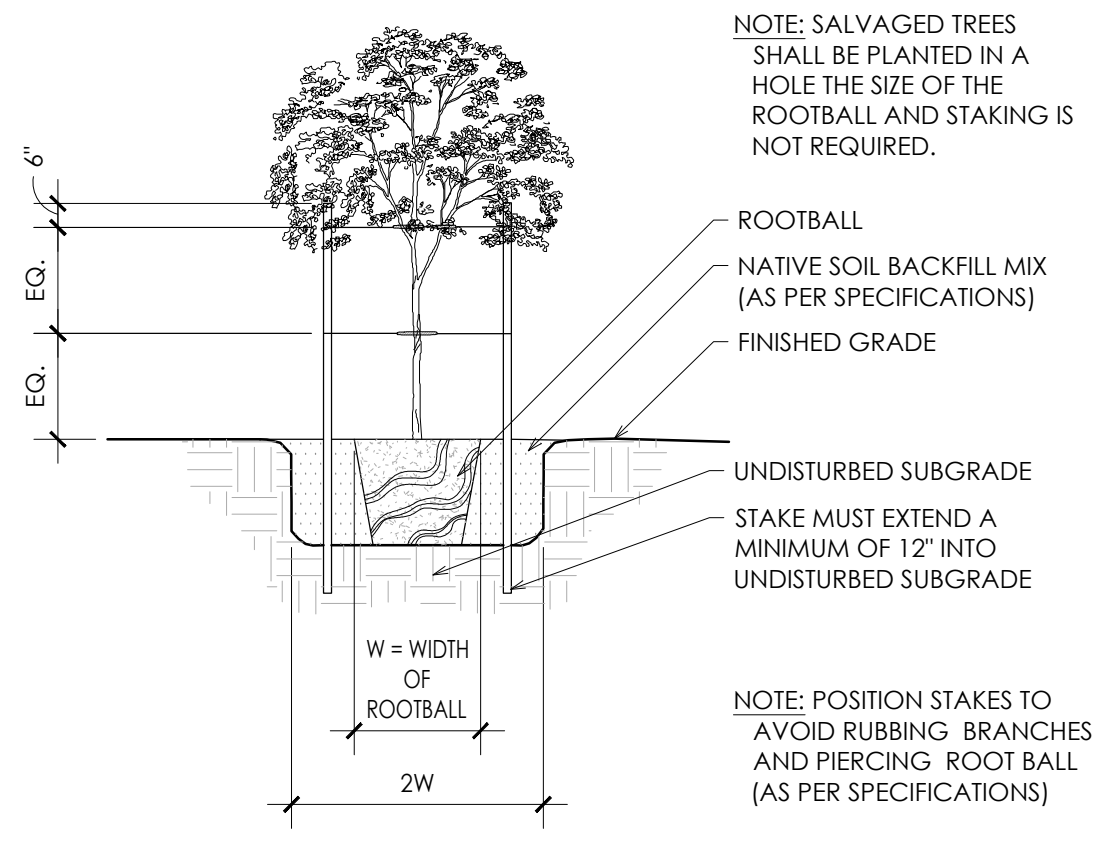
4 Tree Staking Diagram
Scale: NTS



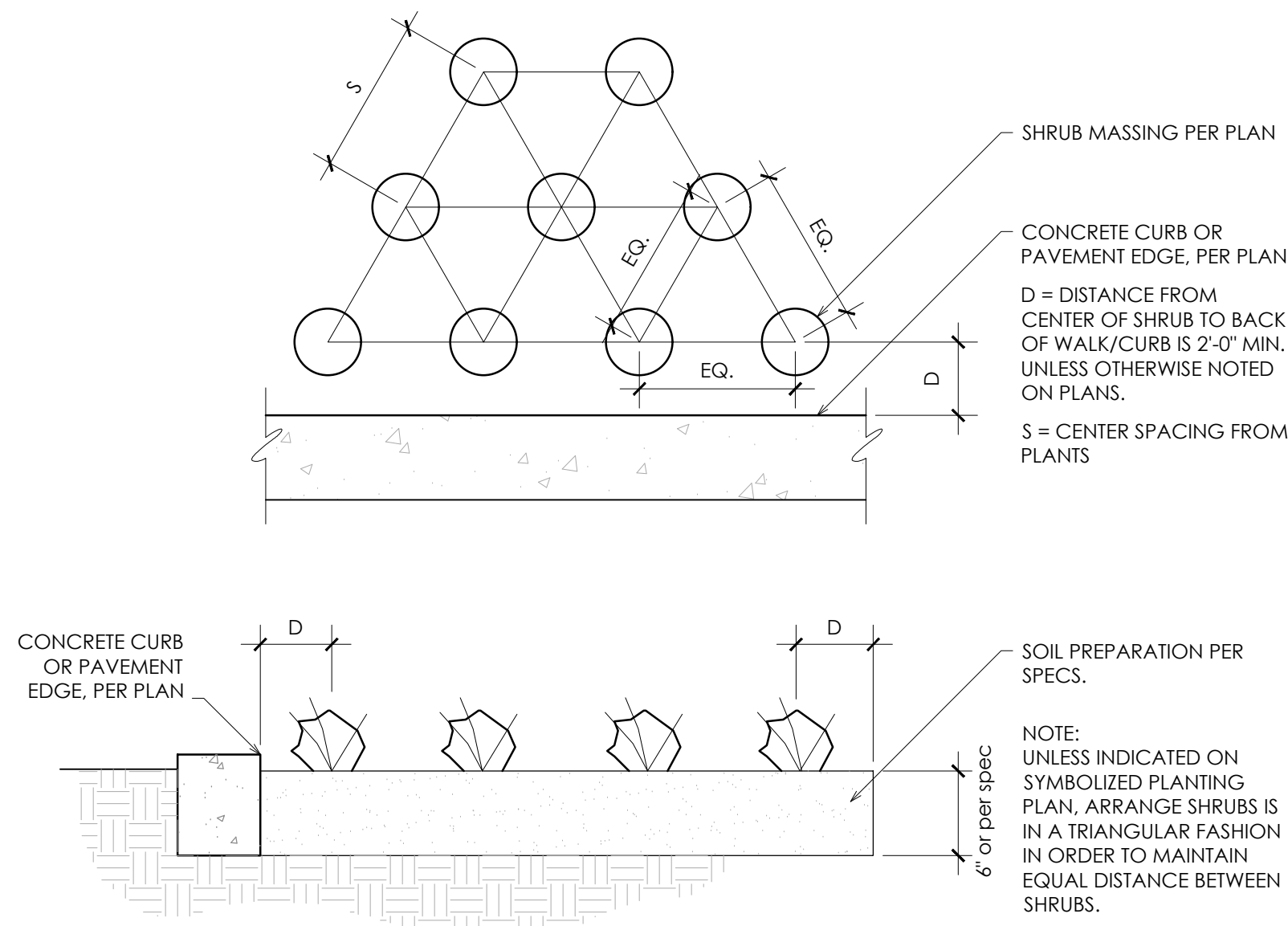
3 Deep Watering Detail
Scale: NTS



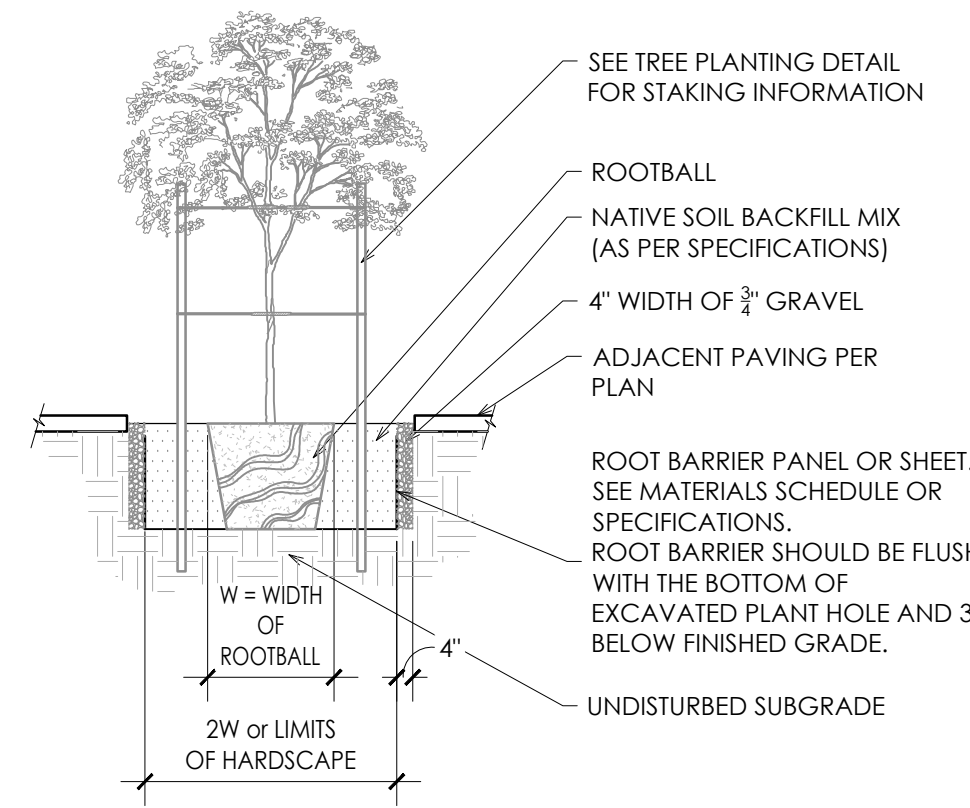
2 Hard Pan Detail
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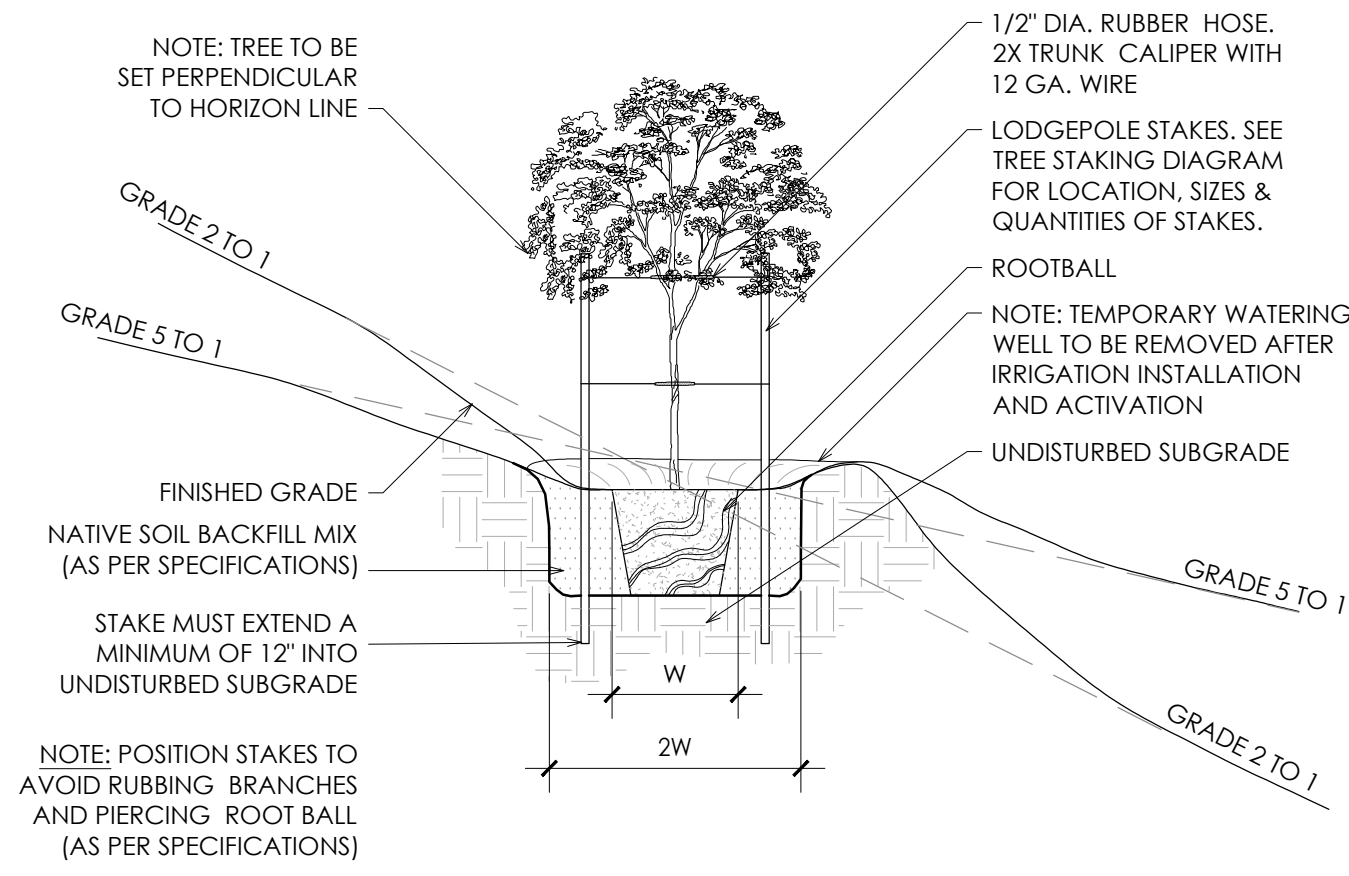
1 Tree Planting Detail
Scale: NTS



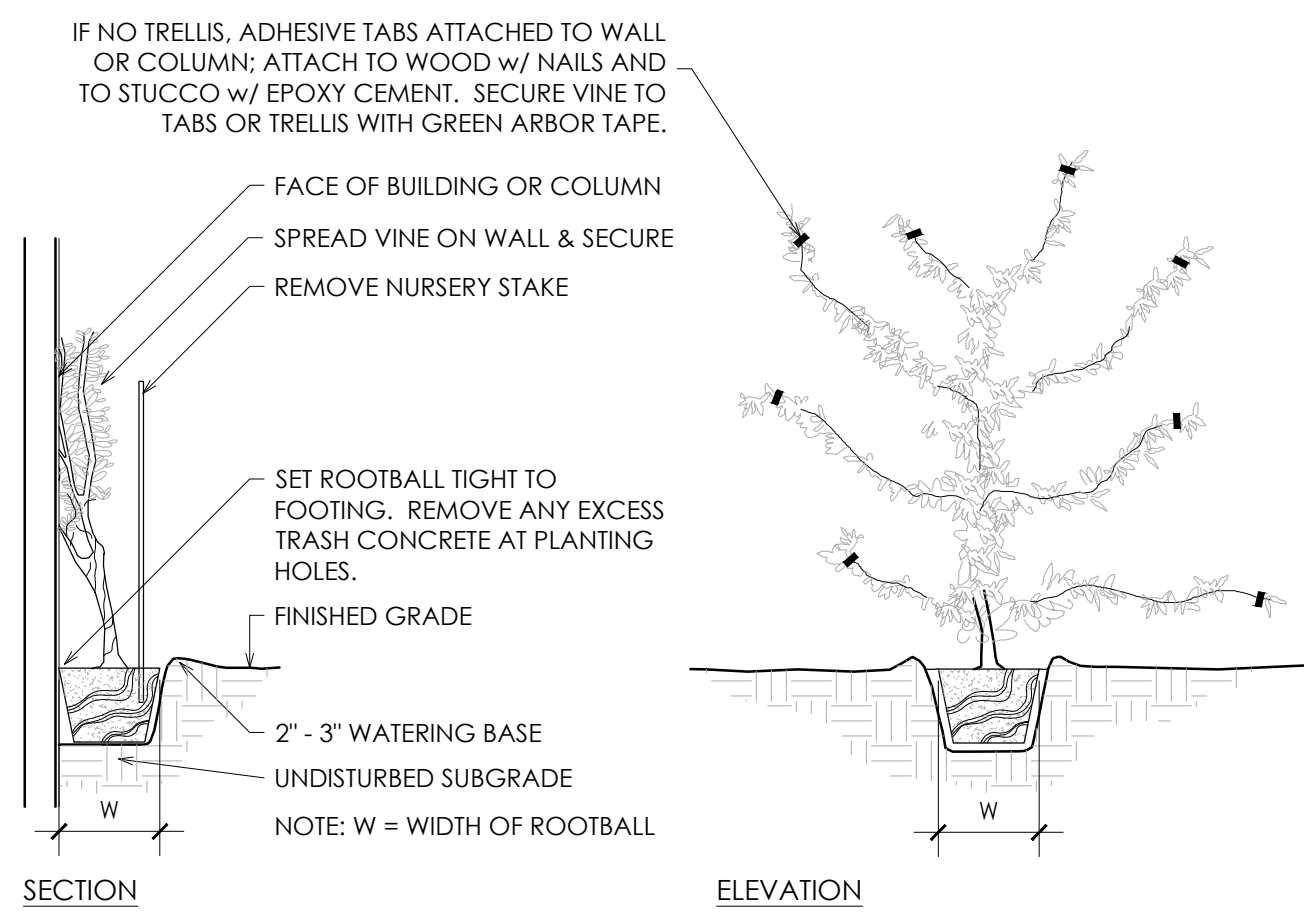
7 Plant Spacing Detail
Scale: NTS



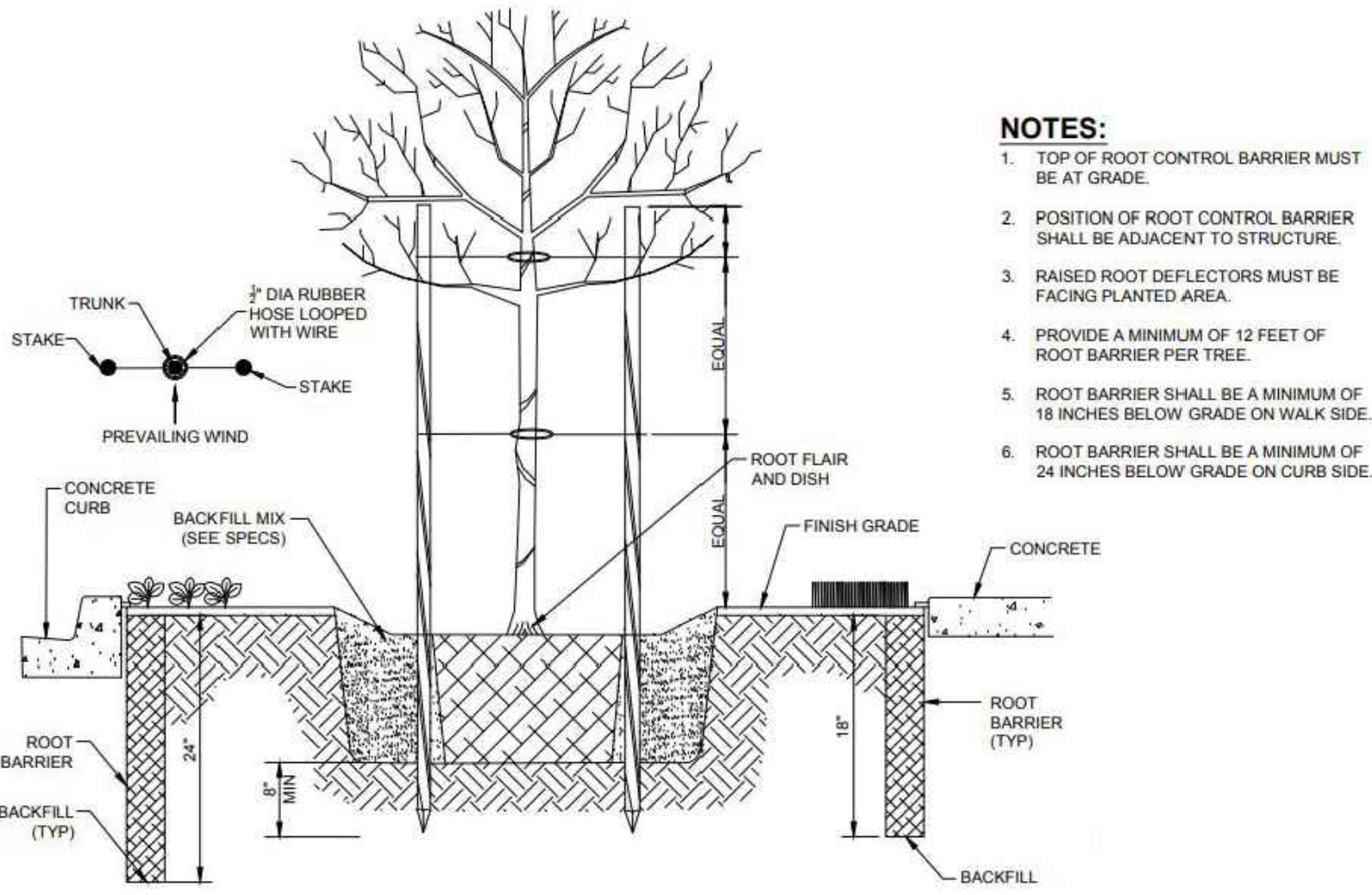
6 Root Barrier Detail
Scale: NTS



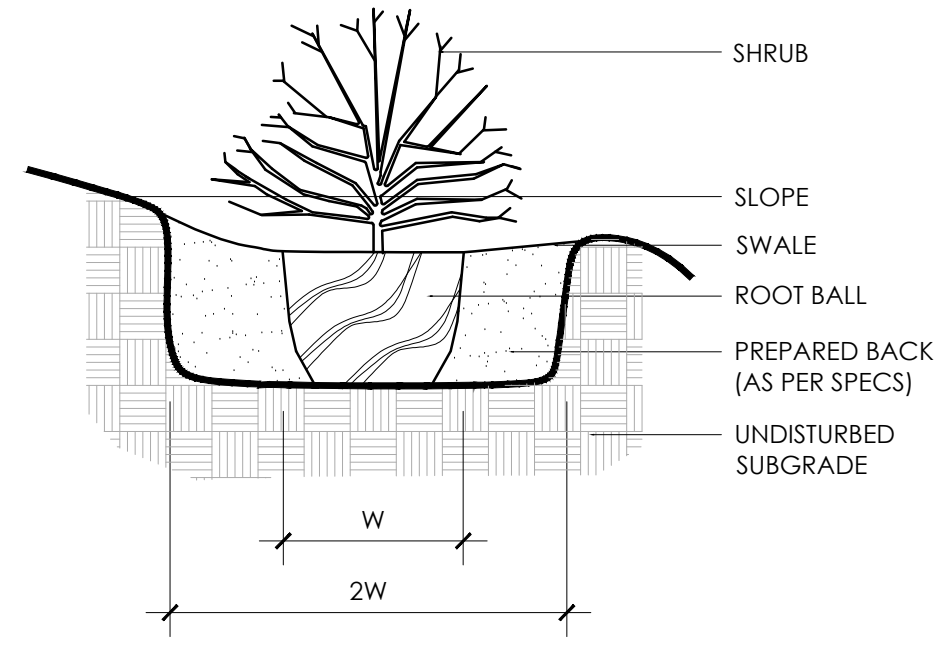
5 Tree Planting on Slope Detail
Scale: NTS



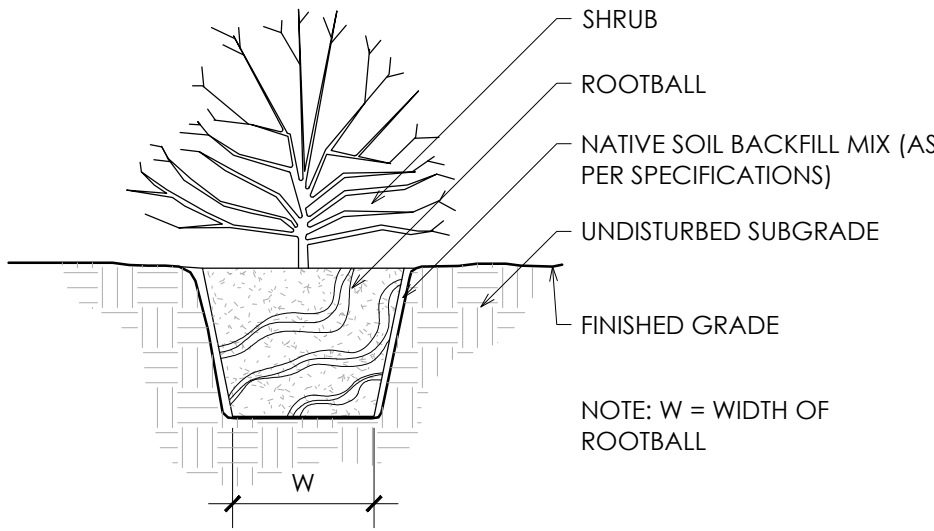
11 Vine Planting Detail
Scale: NTS



10 Root Barrier
Scale: NTS

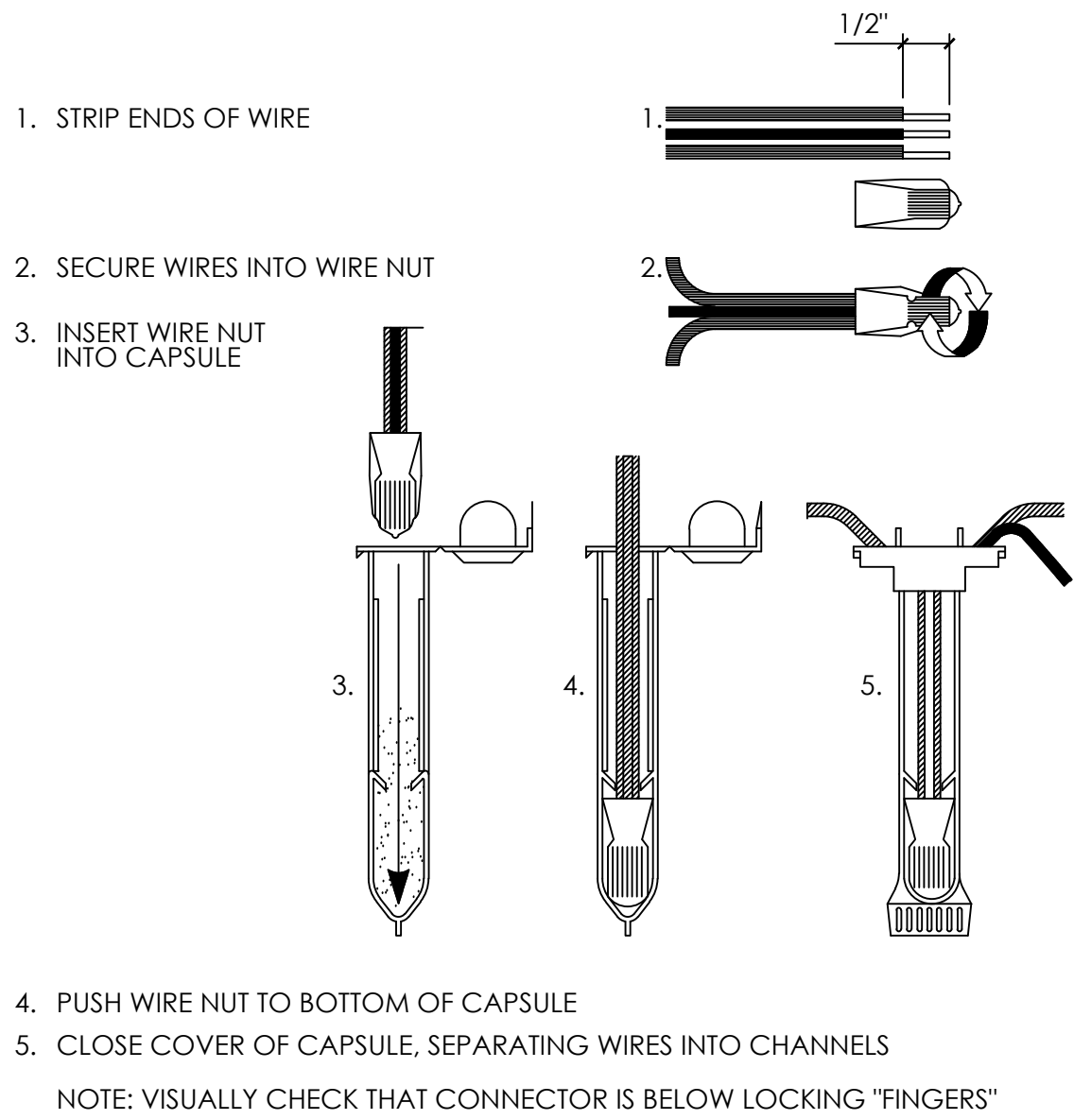


9 Shrub Planting on Slope
Scale: NTS

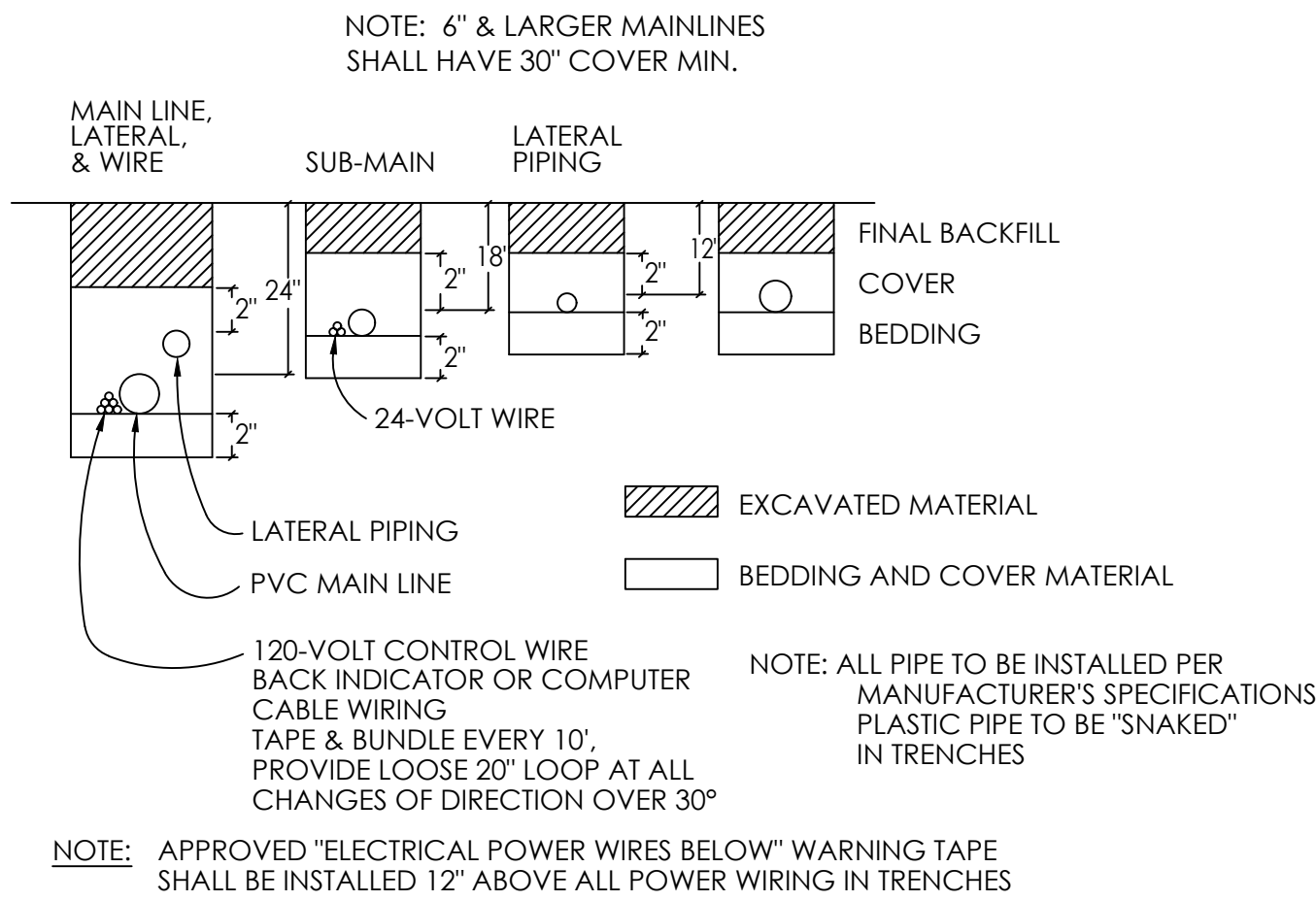


8 Shrub Planting Detail
Scale: NTS

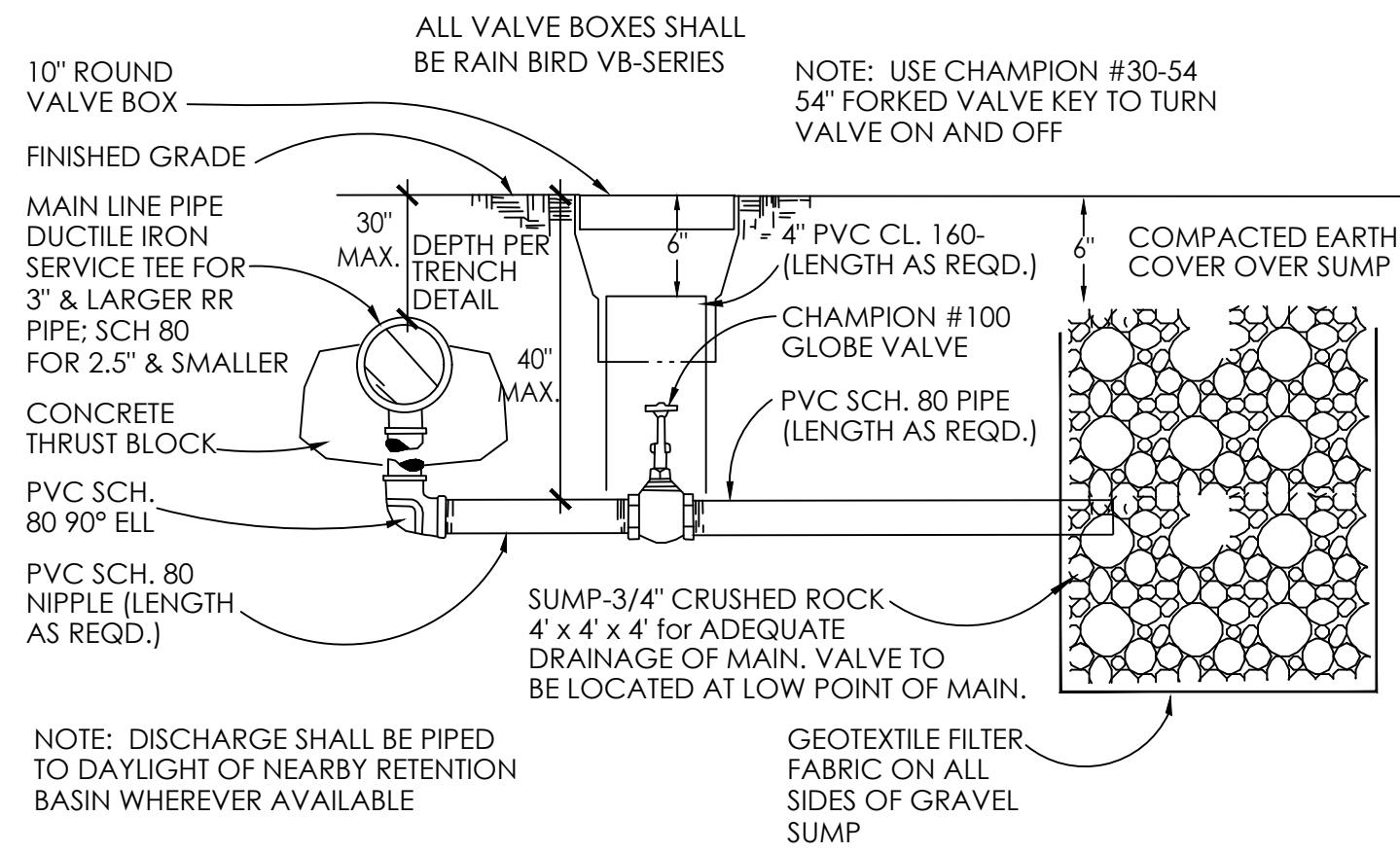




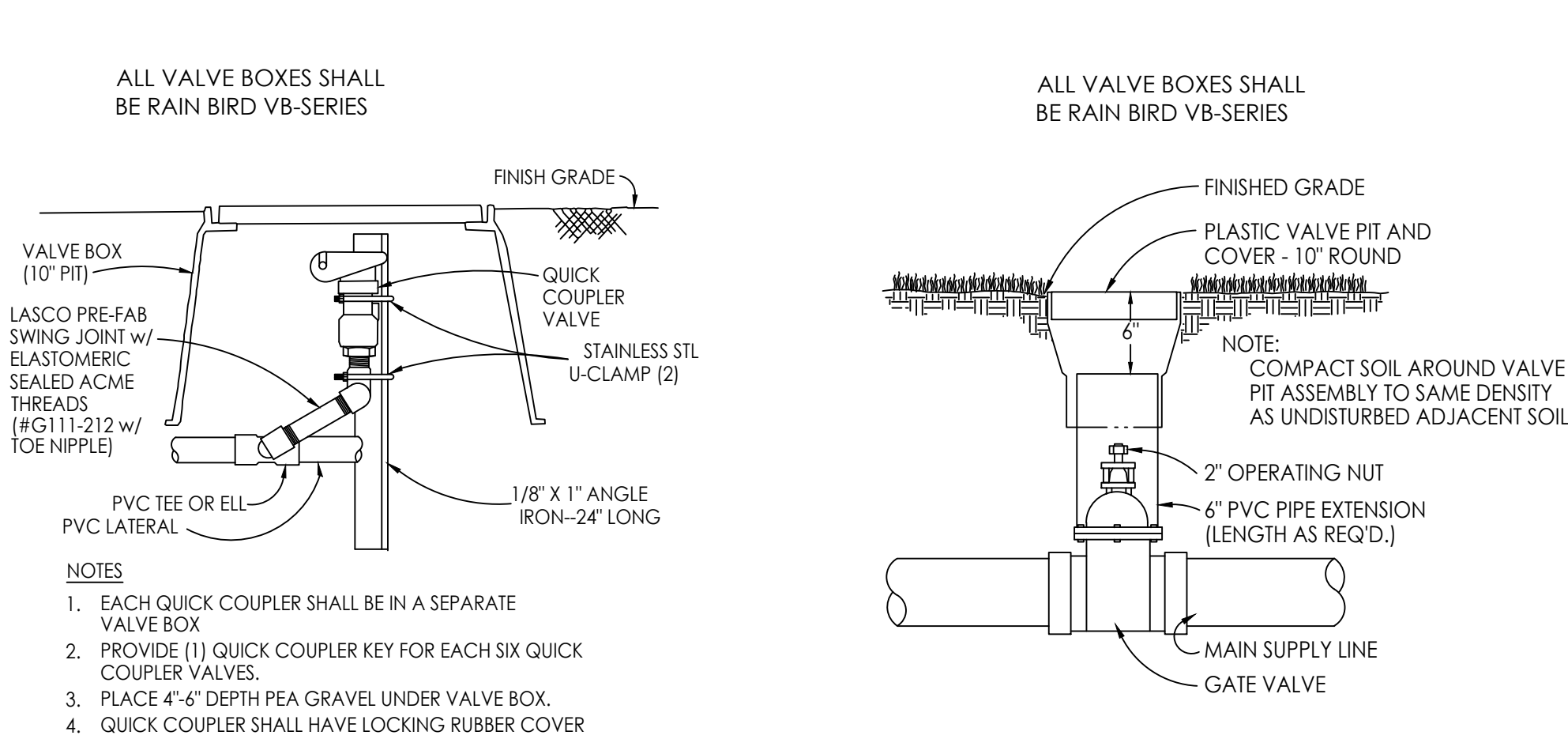
DIRECT-BURY WIRE SPLIC



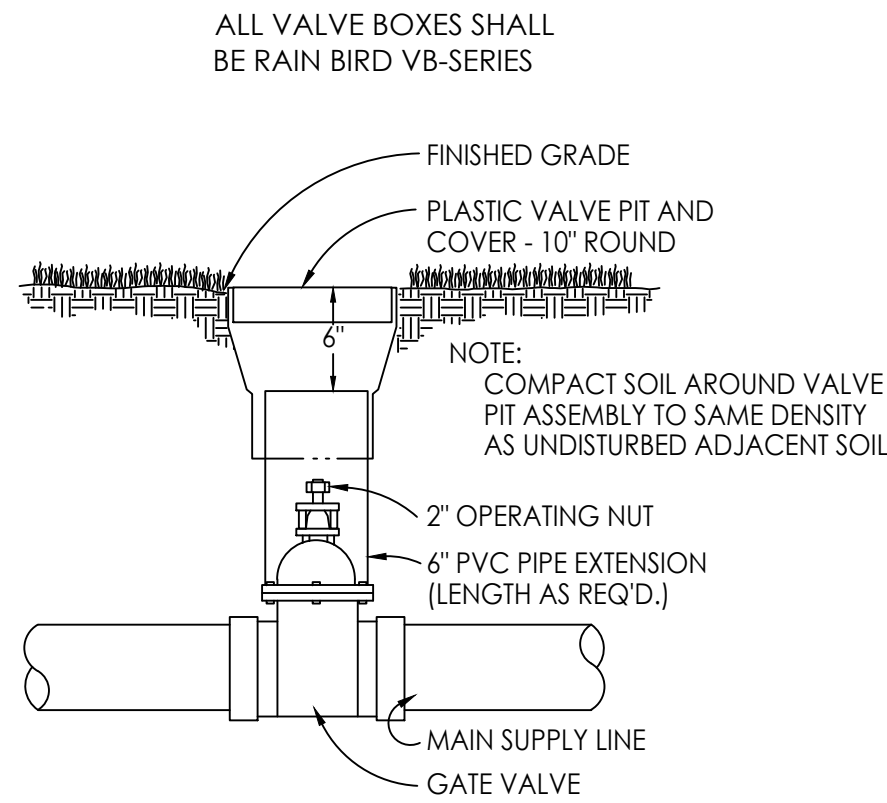
TRENCHING DETAIL



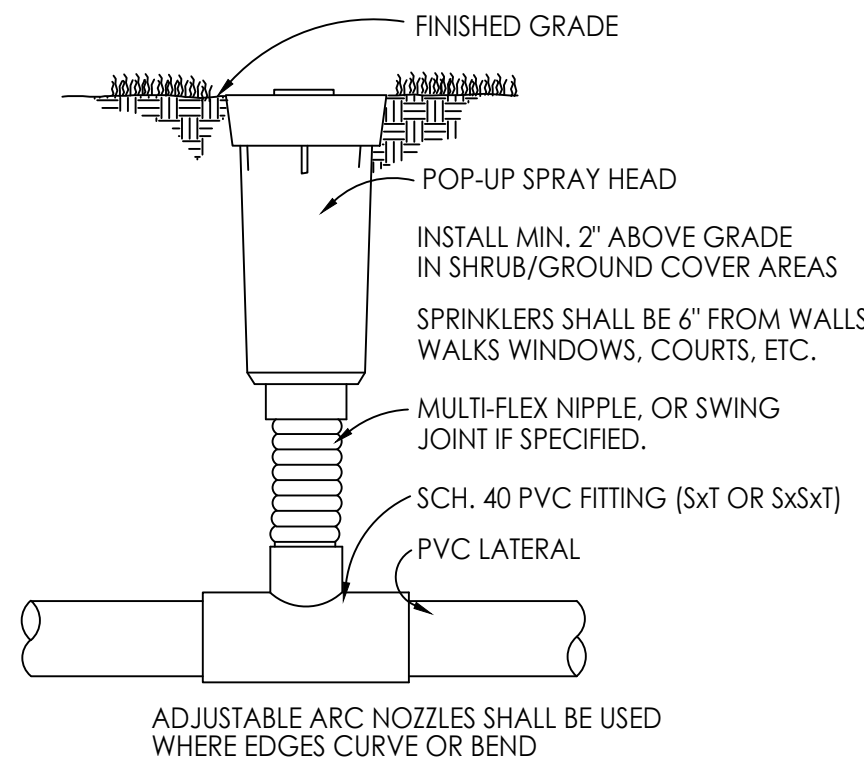
MANUAL DRAIN VALVE ASSEMBLY



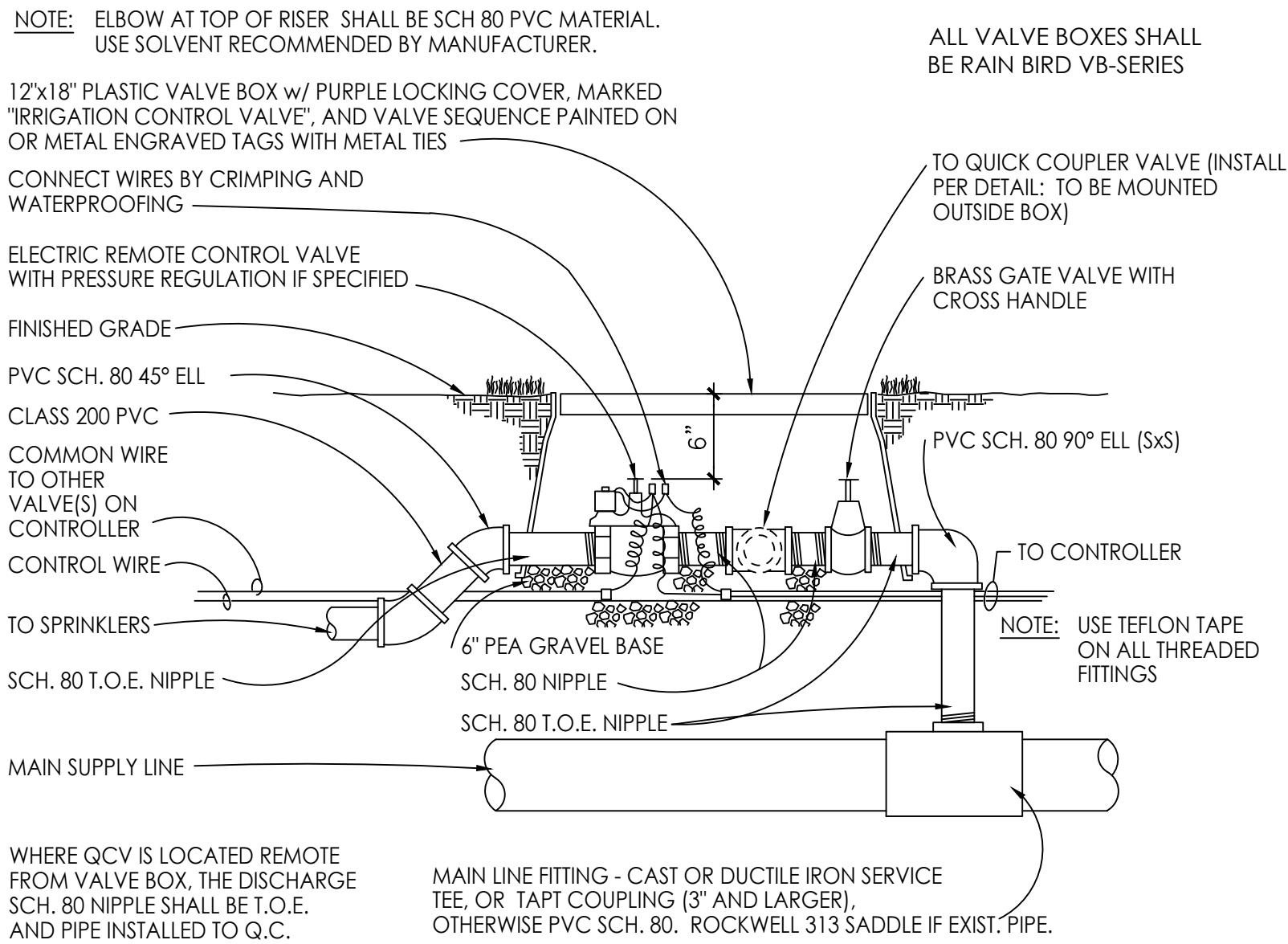
QUICK-COUPLER VALVE IN BOX



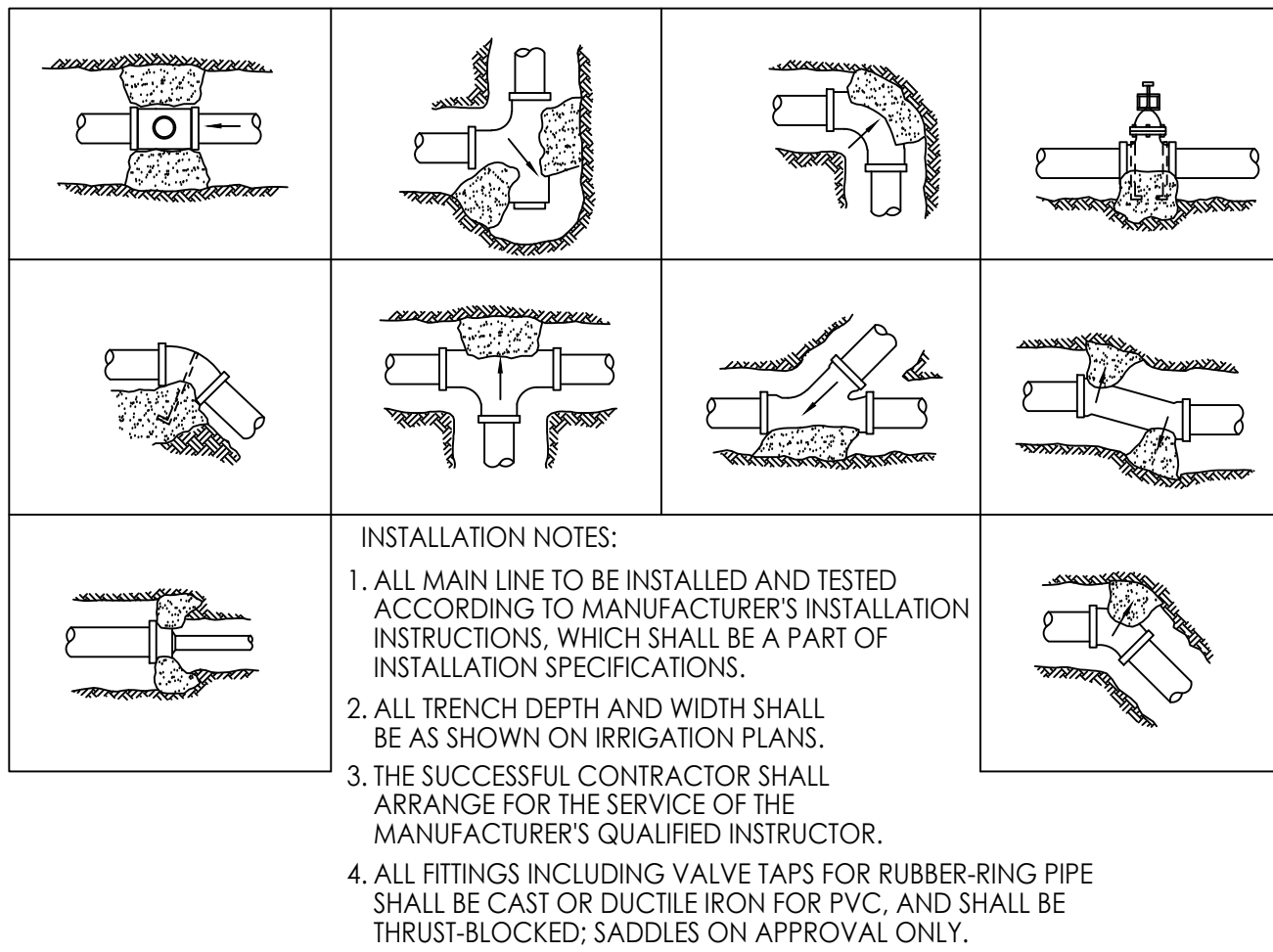
GATE VALVE ASSEMBLY



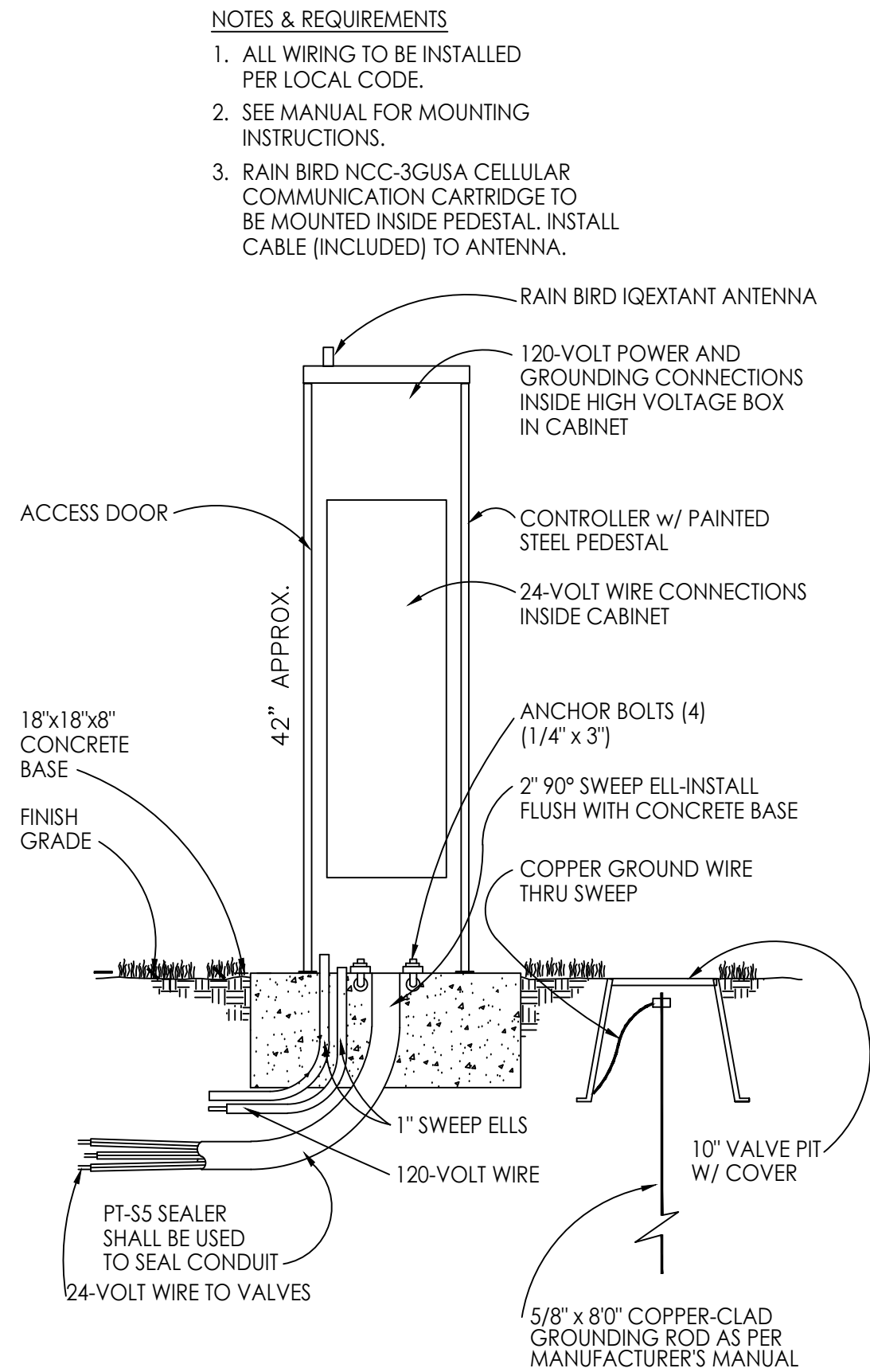
POP-UP SPRAY HEAD



REMOTE CONTROL VALVE ASSEMBLY



TYPICAL THRUST BLOCK FOR BELL & RING PIPE



PEDESTAL-MOUNT CONTROLLER (CLOUD COMMUNICATION)

REVISIONS:

PROJECT #: TOL267
SCALE: None
ISSUED FOR: REVIEW
DRAWN BY: TEAM
DATE: 09.08.2023
DRAWING: Irrigation Details

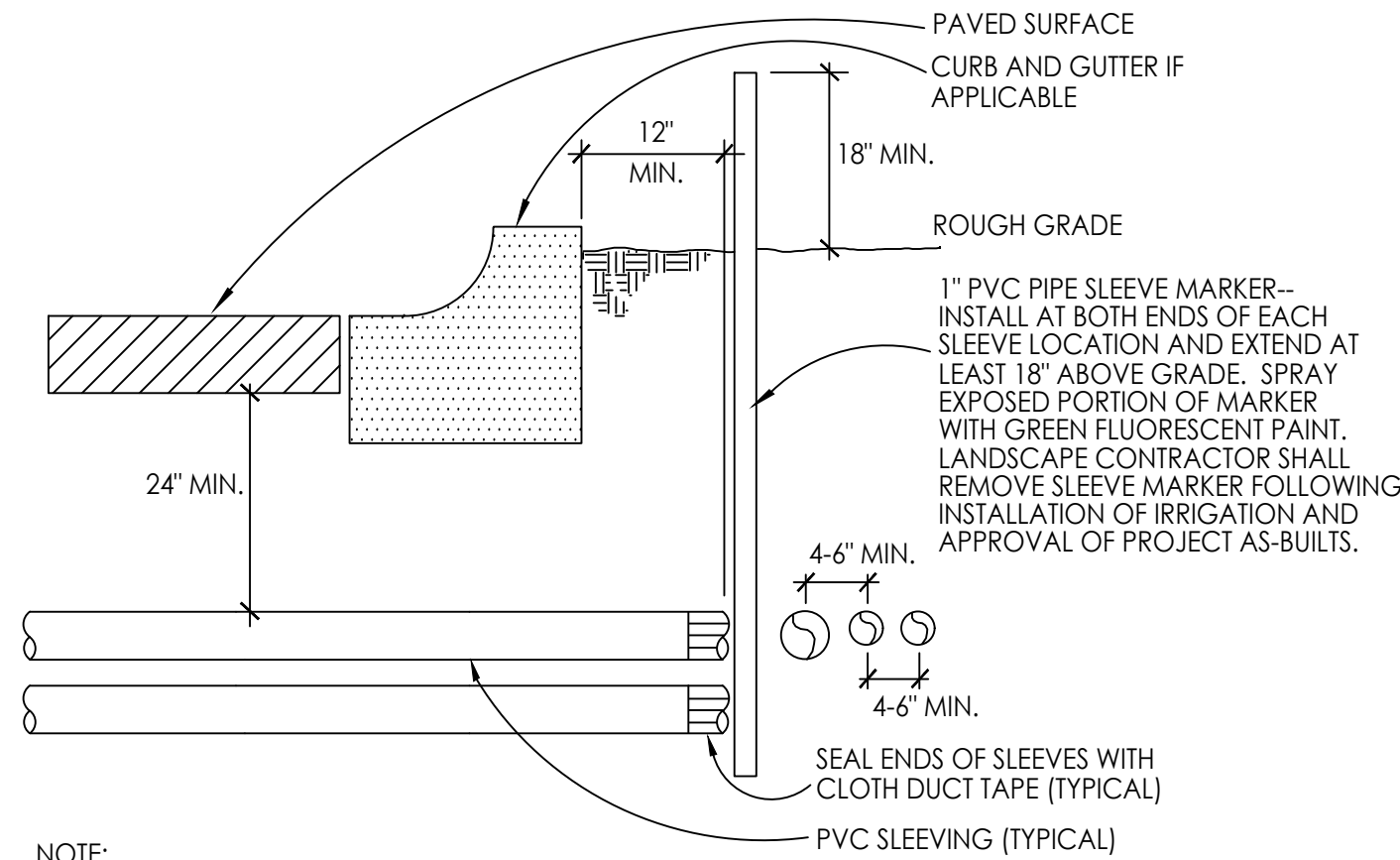
SHEET:

L7.2

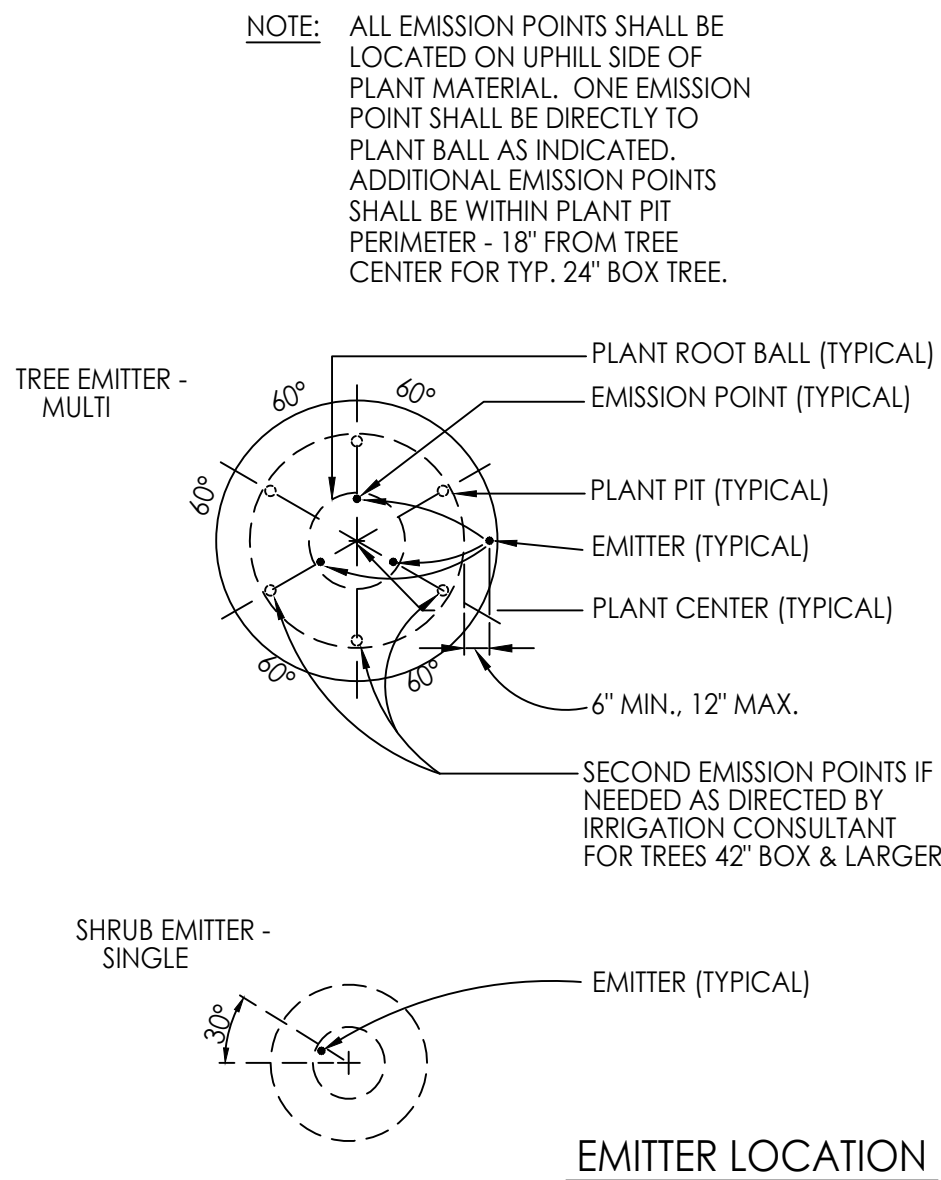
PAGE:

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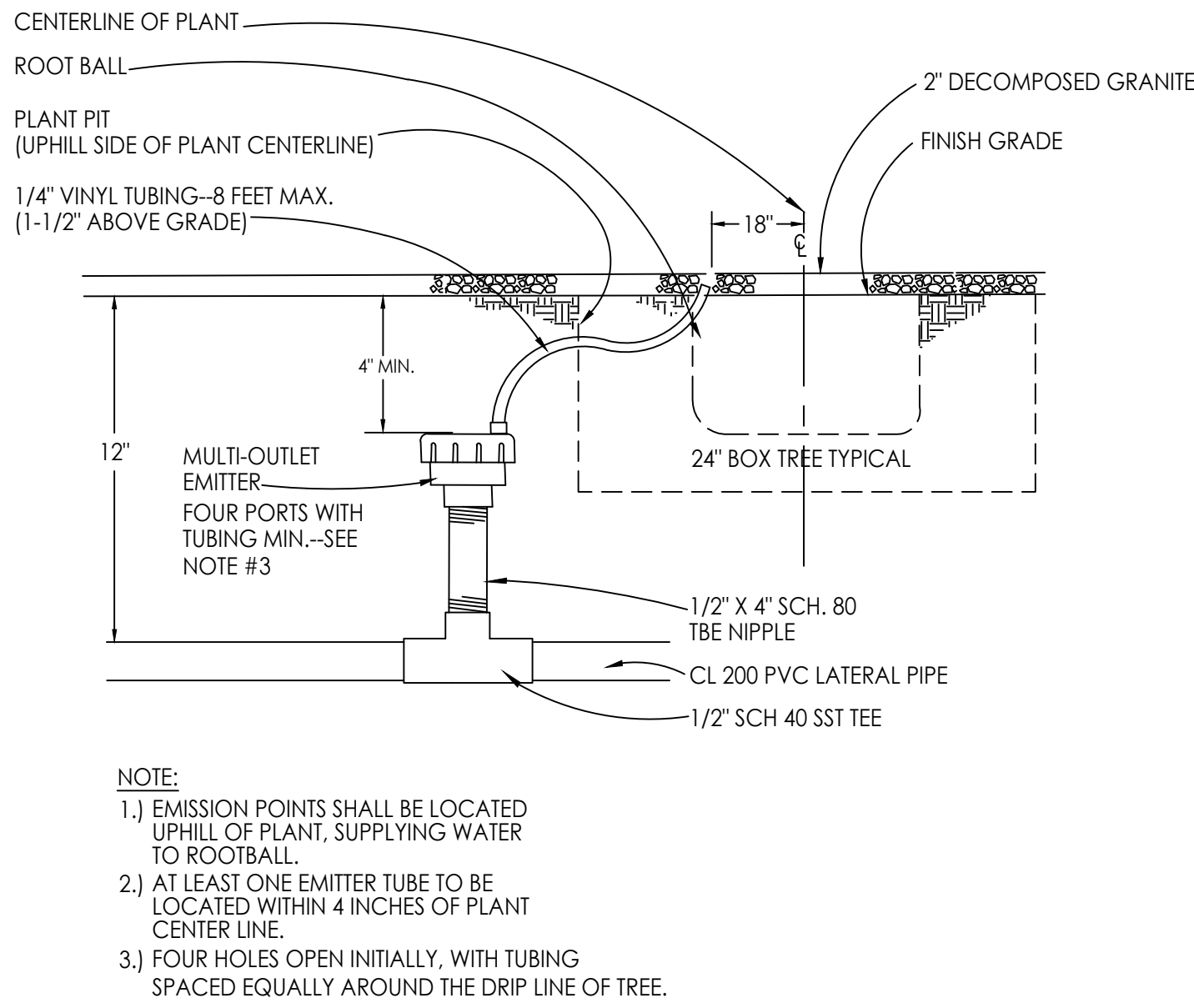
FS23-0325



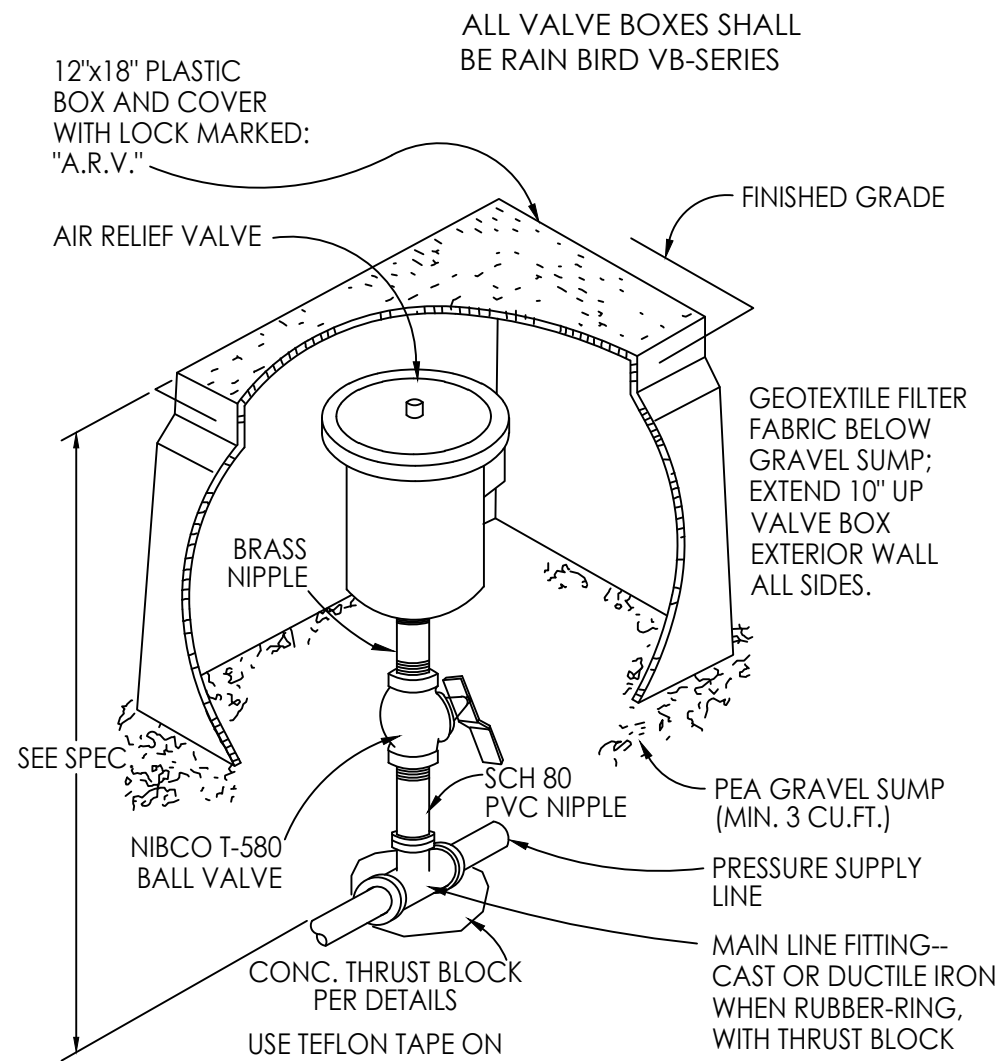
Typical Sleeving Detail



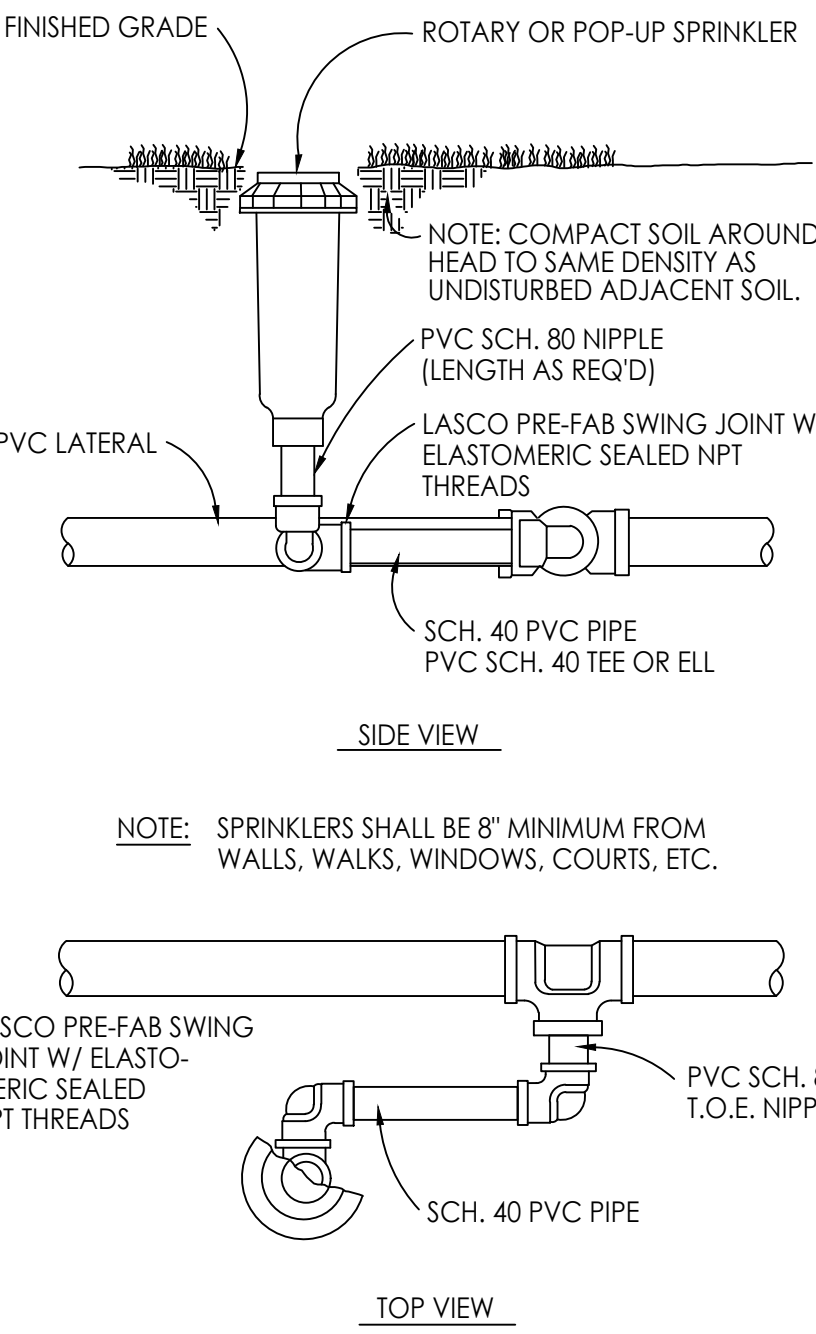
Emitter Location



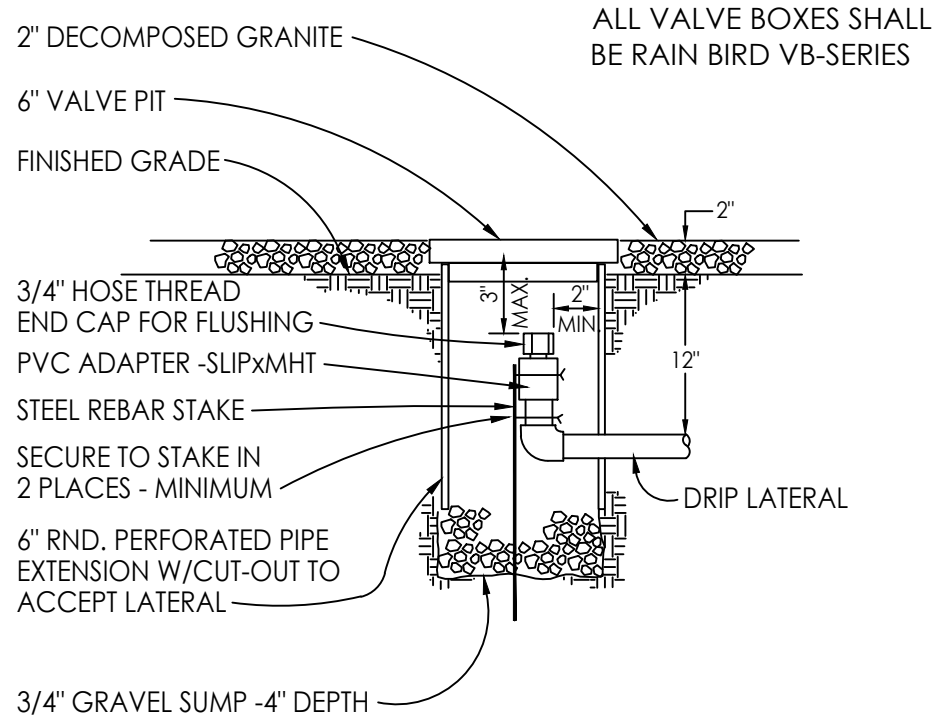
Multi-Outlet Emitter



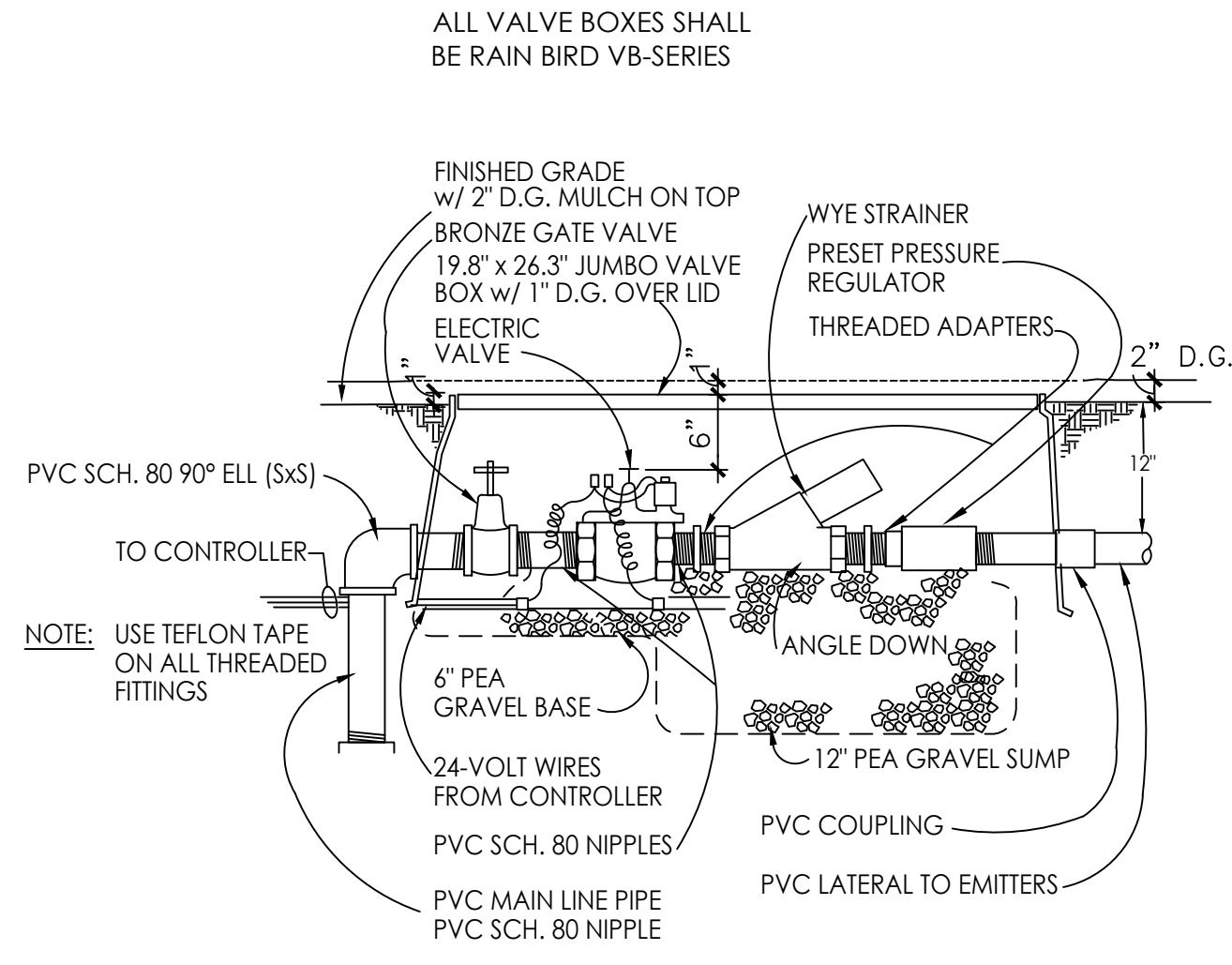
Air Relief Valve Assembly



Turf Swing Joint Riser Assembly

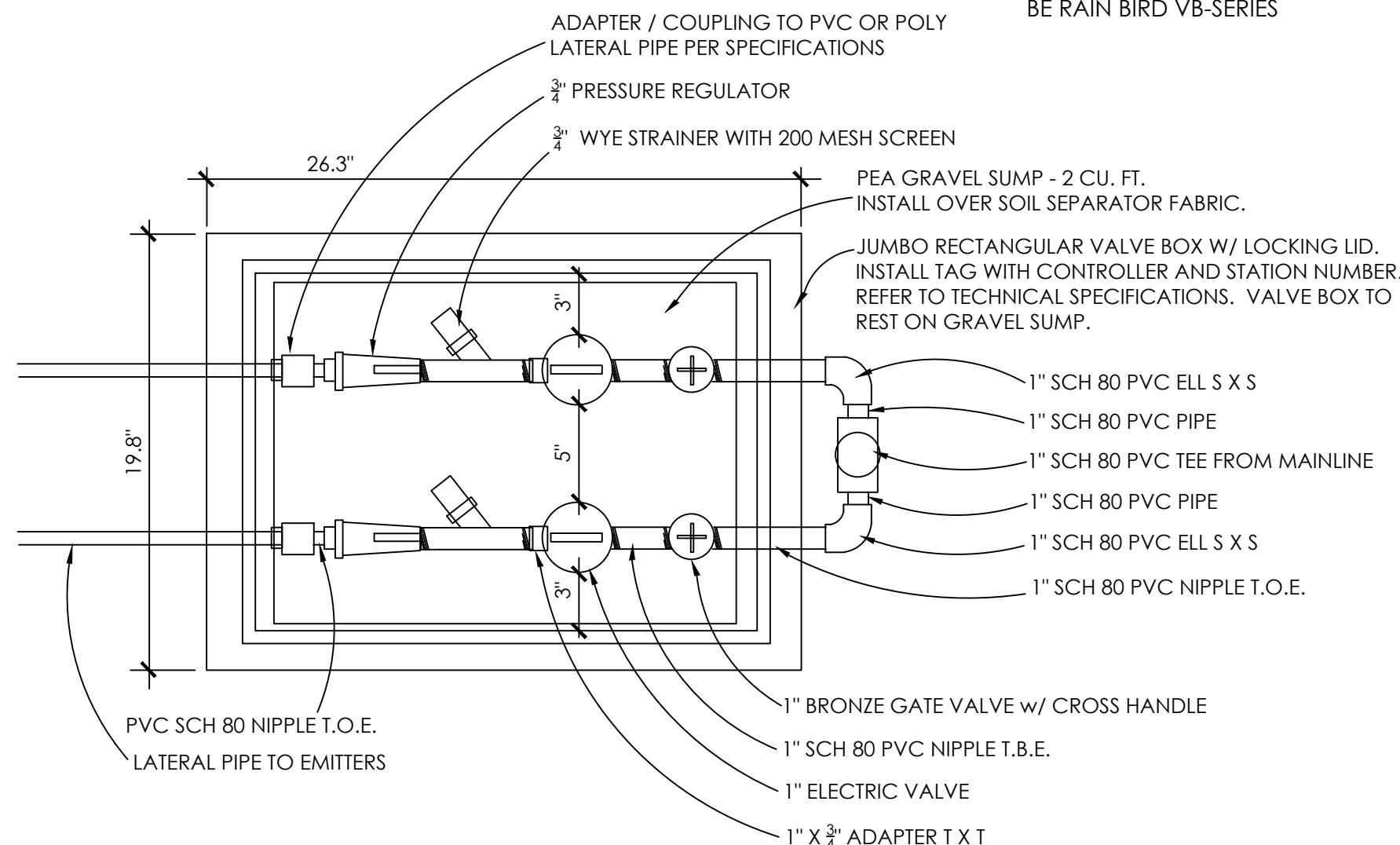


Drip System Flush Plug

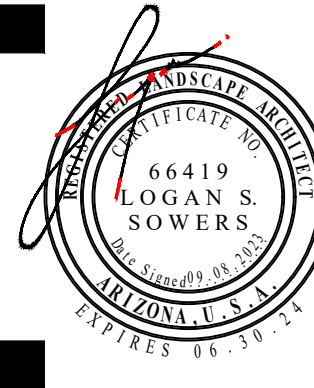


Emitter Valve Manifold
FOR RECLAIMED WATER SYSTEMS

NOTE:
INSTALL ASSEMBLY TO REST ON GRAVEL SUMP. SUMP TO BE LINED WITH ONE CONTINUOUS PIECE OF
GEOTEXTILE FILTER FABRIC EXTENDING FABRIC 10" UP ALL EXTERIOR SIDES OF VALVE BOX. VALVE BOX TO
BE SET FLUSH WITH FINISH GRADE. ENTIRE VALVE ASSEMBLY TO BE CONTAINED AND CENTERED WITHIN
VALVE BOX. NO PART OF ASSEMBLY TO CONTACT BOX LID. PROVIDE 12" DIAMETER LOOP (MIN.) OF
SPARE WIRES FROM CONTROLLER INSIDE EACH VALVE BOX. VALVE BOXES TO BE SPACED EVENLY FROM
WALK OR CURB AND FROM EACH OTHER. BOLT HOLE IN BOX TO FACE CURB OR WALK.



Drip Valve Assembly
2 VALVES / BOX TOP VIEW



REVISIONS:

PROJECT #:
TOL267
SCALE:
None
ISSUED FOR:
REVIEW
DRAWN BY:
TEAM
DATE:
09.08.2023
DRAWING:
Irrigation Details

SHEET:
L7.3

PAGE:

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FS23-0325

SECTION - 02900 LANDSCAPE

PART 1 - GENERAL

1.01 WORK INCLUDED

*Landscape finish grading.

* Soil preparation

*Tree supports

*Planting

*Watering

*Maintenance

Definitions:

Owner's representative - an authorized agent determined by owner to act on their behalf, in some cases the Landscape Architect may be the owner representative as outlined in these specs.

Plants - all shrubs and cacti other than trees, saguaros, ocotillos, palms and turf. Plant Material - all trees, saguaros, ocotillos, palms, shrubs, cacti, ground cover, and other plants.

1.02 RELATED WORK

Contractor - Minimum 5 years experience in supply and installation of landscape materials. A Foreman with a minimum of 5 years experience in related work shall be on site at all times.

1.03 SOURCE QUALITY CONTROL

Provide certificates of inspection for all materials as required by law or regulation.

Package standard materials with manufacturers certified analysis. Provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Chemists for all other material.

Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, undamaged, vigorous stock grown under climatic conditions similar to conditions at project site and free of disease, insects, eggs, larvae and defects such as sun-scald, knots, injuries, abrasions or disfigurements. Provide trees and shrubs of the sizes indicated. Trees and shrubs of sizes larger than those indicated may be used provided roots, root ball, staking and planting pits are increased proportionately.

1.04 REFERENCE STANDARDS

ANSI 60.1 - American Standards for Nursery Stock.

1.05 SAMPLES

Submit the following material samples to Owner's Representative a minimum of 48 hours prior to start of work.

- a. Topsoil for backfill mix (trees and shrubs).
- b. Wood Shavings/Mulch.
- c. Tree supports.
- d. Decomposed granite.
- e. Boulders.

The Owner's Representative reserves the right to take and analyze samples of materials for conformity to Specification at any time. Furnish samples upon request by Owner's Representative. Rejected materials shall be immediately removed from the site and replaced at the contractors additional expense.

Submit samples of decomposed granite for approval of gradation and color. Sample shall be representative of variations within size and color to be provided.

1.06 PRODUCT DATA

Submit to Owner's Representative a minimum of 48 hours prior to start of work manufacturers comprehensive product description, including specifications and installation instructions.

1.07 CERTIFICATES AND TEST REPORTS

Provide and pay for all materials testing. Testing agency shall be acceptable to the Landscape Architect. Submit to Owner's Representative a minimum of 48 hours prior to start of work 2 copies of certificates of inspection as required by governmental authorities, and manufacturers' vendors certified analysis for soil amendments, fertilizer materials, and chemicals. Submit other data substantiation that materials comply with specified requirements. Certificates are required to determine the quality and quantity of all specified soil amendments.

Materials certification to be submitted include, but are not limited to: Topsoil source and nutrient analysis, mulch, fertilizers/soil amendments/chemicals. Test representative material samples proposed for use. Provide the following data:

- a. Topsoil and planting backfill.
- b. Soil PH.
- c. Particle size, percentage soil texture.
- d. Percentage organic material.
- e. Percolation rate.
- f. Nutrient level analysis.
- g. All macro, secondary and micro nutrient salinity.
- h. ESP.
- i. Free lime.

Recommendations on type and quantity of amendments required to bring levels into acceptable ranges as detailed in Part 2 - Products of Materials of these specifications.

Separate recommendations to be submitted for each crop. Crop to be identified as:

- a. Irrigated trees and shrubs.
- b. Turf.

1.08 MAINTENANCE DATA

Submit to Owner's Representative 2 copies of typewritten instructions, prior to expiration of the initial maintenance period, recommending procedures to be followed by the Owner for the maintenance of landscape work for one full year.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

Deliver packaged material in containers showing weight, analysis and identification of manufacturer. Protect materials from deterioration at all times.

Provide protective covers to plant life and trees during delivery. Do not prune trees prior to delivery. Do not bend-tie trees or shrubs in such a manner as to cause damage or destroy shape. Deliver materials after preparation for planting have been completed. Plant immediately. If planting is delayed for more than 6 hours after delivery, set plant material in shade, protect from weather and mechanical damage and keep roots moist.

Do not remove container grown stock including ground cover, from containers until planting time.

1.10 SITE CONDITIONS

Determine location of underground utilities. Execute work as required to prevent damage.

Maintain grade stakes set by others until directed otherwise.

Protect all existing plant life not scheduled for removal. If any plant material that is to remain is damaged, the Contractor, at his expense, will pay for a replacement plant of the same size and species (to be approved by Owner's Representative).

Protect existing utilities, paving and other facilities from damage during landscaping operation.

Coordinate with other contractors.

1.11 WARRANTY

Submit warranty to Owner's Representative.

Trees, Palm Trees, Saguaros and Ocotillos: Warrant that trees, palm trees, saguaros and ocotillos will be alive and in good health for a period of 1 year after acceptance except for defects resulting from neglect by Owner, abuse or damage by others.

Owner must follow Contractors maintenance schedule and provide current maintenance log to Owner's Representative.

Remove and replace dead, unhealthy or girdled trees, palm trees, saguaros and ocotillos that lose original form and size during warranty period with material equal to that specified. Replace any material which does not meet requirements within fifteen days of notification. All replacement trees, palm trees, saguaros and ocotillos shall be subject to an additional one year maintenance period.

Shrubs and Other Plantings: Guarantee all other planting will be alive and in satisfactory condition for a period of 90 days from date of acceptance or will be replaced at no additional cost to the Owner. All plant material shall be maintained in a healthy, sturdy condition during the warranty period by the Contractor.

All replacement plants, including shrubs, cacti, groundcovers, vines and perennials shall be subject to an additional 90 day maintenance period.

PART 2 - PRODUCTS AND MATERIALS

2.01 FILL MATERIALS

Provide dry, loose material for fill, backfill, planting backfill and topsoil for planter beds. Frozen or muddy soils are not acceptable. Salts not to exceed 1500 ppm, and material shall be free of debris, noxious weeds, ingredients or objects detrimental to healthy plant growth. Topsoil: Screened, fertile, friable, from well drained arable land, free of nut grass, refuse, roots, heavy clay, noxious weeds or any material toxic to plant growth; contents as follows:

- a. Silt: 20-45 %
- b. Clay: 15-20 %
- c. Sand: 30-60 %
- d. Organic Material (natural or otherwise): 2 % minimum
- e. pH: 7.0-8.3
- f. Soluble salts: 1,500 ppm.
- g. Nutrients: enough to bring levels up to acceptable plant growth.

Percolation rate shall be between 3 to 4 inches per hour. Existing top soil may be used provided it meets these requirements.

2.02 COMMERCIAL GRADE FERTILIZERS

Agri-Sul, Dispersul - use only for sulfur
Agriculture grade gypsum

2.03 SOIL AMENDMENTS

Wood shavings: nitrogen stabilized fir or pine shavings containing 0.75% total nitrogen and 0.1 to 0.15% total iron, and under 60 ppm total manganese; composted, leached and aged for a minimum of 10 to 12 months; ph factor, 4.0 to 4.5; no soil amendments are required for salvaged plant material and cacti unless otherwise specified.

2.04 TREE SUPPORTS

Tree Stakes: Copper naphthenate impregnated lodge pole 10 feet in length for 5 gallon and 15 gallon, and 12 feet in length for 24 inch box and larger. No tree stakes are required for salvaged plant material.

Tree Ties: Provide a minimum of two per tree; No. 10 gauge, pliable, zinc coated iron wire. Cover wire with hose, cover as specified, where it contacts tree.

Hose Covering: 1/2 inch minimum diameter; 2-ply reinforced rubber, new garden hose.

Tree Guards: "ArborGard+" by Deep Root, or equal.

Tree Guys: Minimum 3 per tree; No. 10 galvanized wire. Cover wire with hose where it contacts tree for 24, 30 and 36 box tree.

Anchors (Deadmen): 2 inch x 4 inch x 3 feet long; construction grade redwood.

Signals (Flags): For guy wires, 1/2 inch diameter, white or orange plastic tubing 5 feet long over each guy used.

2.05 HERBICIDES

Pre-emergent and contact Herbicides:

Pre-emergent herbicide shall be Surflan as manufactured by Dow/Elanco Chemical Company.

Contact herbicide shall be Round-up as manufactured by Monsanto.

2.06 PLANTING MATERIAL

Plant Material: Healthy, shapely and well rooted. Roots shall show no evidence of having been restricted or deformed at any time. All plants shall be representative of their normal species and variety. They shall have normally developed branch systems. Plants shall be free from disfiguring knots, sun scald injuries and abrasions of bark. Plants not meeting these requirements shall be considered defective and shall be replaced immediately. All plants shall be true to name and shall be tagged, one of each variety. All plant material shall be grown in nurseries inspected by the State Department of Agriculture unless otherwise approved by the Owner's Representative.

Provide "Specimen" plants with a special height, shape or character. Tag at the source of supply prior to notifying Landscape Architect for inspection. The Landscape Architect shall inspect selections at source of supply for suitability and adaptability to selected location. When specimen plants cannot be purchased locally, provide sufficient photographs of proposed material for approval.

Plants may be inspected and approved at place of growth for compliance with specification requirements for quality, size, and variety. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.

2.07 TURF SOD

As noted on plans.

2.08 DECOMPOSED GRANITE

Decomposed granite coverage shall be a minimum 2-inch thickness unless noted otherwise on plans. Decomposed granite shall be the size and color as specified on plans, and shall be taken from a single quarry.

2.09 BOULDERS

Boulders are to be Surface Select or as noted on the plans. Boulder size as noted on the plans and approved by the Owner's Representative. Boulders are to be harvested, delivered and placed in a manner to avoid marking, scraping or damaging the natural condition of the boulder. All scarred boulders are to be treated with Permeon (or equal) to provide a natural appearance of the desert varnish.

2.09 SEED MIXTURE

As noted on plans.

PART 3 - EXECUTION

3.01 GENERAL

Install in accordance with the methods, techniques and specifications of each representative manufacturer. If a conflict occurs between manufacturers and these specifications, consult with Owner's Representative for a decision.

Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

3.02 BACKFILL, IMPORTED FILL OR ARTIFICIAL SOIL AND GRAVEL

Inspect the integrity of all damp-proofing and water-proofing membranes which occur over, on or against any construction to be fully or partially concealed by earthwork prior to the placement of any imported soil, backfill, gravel fill or sub-base.

Correct defects prior to proceeding with the work.

3.03 TOPSOIL

Import additional topsoil only as required to bring planting areas up to finish grade. Spread and cultivate soil so that no settling takes place at any time.

3.04 LANDSCAPE FINE GRADING

Allow for the addition of soil amendments, conditioners and any specified top dressing when determining and executing finish grade.

Set finish grade 1-1/2 inches below adjacent paving, curb and headers for shrubs and ground cover beds and areas or as required for installation of decomposed granite or turf sod.

At all planting areas, make entire area smooth and even to finish grade. Cultivate all areas so that there are no bumps or hollows, and the area drains as indicated. Grade and maintain all flow lines, designated or not, to allow free flow of surface water. Cultivate entire area to a depth of 6 inches minimum and remove all rock in excess of 1-1/2 inches diameter, all building rubble, building construction material, waste and any other material that will impair satisfactory growth.

3.05 DECOMPOSED GRANITE

Place 2-inches unless otherwise noted, in all planting areas. Decomposed granite shall extend below all plant material, trees, and cactus. Decomposed granite finish grade 1-1/4-inch below adjacent paving, curbs, and headers.

3.06 HERBICIDE APPLICATION

Apply pre-emergent herbicides in accordance with manufacturer's instructions.

Apply contact herbicides in accordance with manufacturer's recommendations. Prior to application, moisten areas for fourteen days to encourage weed germination and growth. Apply before weeds attain a height of 6 inches. Remove taller weeds manually.

Areas to be landscaped shall be maintained in a weed-free condition at all times during construction and maintenance period.

Do not apply pre-emergent herbicides at locations of revegetation seeding. The contractor shall manually remove invasive weeds within these areas.

3.07 TREE SUPPORT

Guyed Trees: Guy trees as shown immediately after planting as shown on the drawings.

Staked Trees: Stake trees as shown on the drawings within 48-hours of planting.

Tree supports shall be installed to prevent lodging, yet allow for trunk movement. Hoses that encircle trunks shall be large enough to allow for normal growth of the trunk during the first year without girdling.

3.08 TREES, SHRUBS, AND VINES

Layout locations with stakes or gypsum. Coordinate with Owner's Representative to assure appropriate location, prior to installation.

Test drainage of plant beds and pits by filling with water. Notify Owner's Representative of areas where water is retained more than 24 hours.

Where rock, underground construction or other detrimental conditions are encountered at plant pits, Owner's Representative may select alternate location.

Do not expose roots to air except during transplanting. Set up of plants at same level when planted as in the container. Cut plant containers on 2 sides without injuring root ball and carefully remove plant. Do not cut container with spade. Damaged plants will be rejected.

Dig pits with perpendicular sides to a minimum of 2 to 3 times the width (see details) of the root ball for containerized trees and shrubs. Dig pits only as deep as the root ball to prevent settling of the tree or shrub.

Place rootball of vines as close to structure or support system as possible. If rootball can't be placed closer than 12" notify Owner's Representative of situation for inspection and remedy.

Tie vines to trellis supports if applicable with green plant tape and remove any staking supplied with plant material.

Planting Mixture: One part wood shavings Two parts excavated soil amended to meet standards in Part 2.

Mix thoroughly outside the hole before start of backfilling.

Tree Guard: Install tree guard on all trees located in turf areas per manufacturer's recommendations.

3.09 BACKFILLING

Backfill plant pits and form shallow basin around the plant to hold enough water to saturate the root ball and backfill (only form basins if specified on detail). Water plants immediately after planting and allow backfill to settle in plant pit. Do not water saguaros after planting. Do not raise basin rim above surrounding grade.

Puddle planting mixture when pit is 2/3 full of plant mix. Continue back filling to within 1 inch of surrounding grade.

Finish grade to 2 inches below headers or concrete work.

Top dress planting areas with 2 inches of top dressing after planting.

Treat all planting areas with a pre-emergent.

3.10 GROUND COVER

At time of transplanting, soil in flats shall be sufficient so as not to fall apart when lifting plants. Plant each plant with its proportionate amount of the flat soil in a manner that will ensure a minimum disturbance to the root structure.

Plant flat material sufficiently deep to cover all roots. Firmly tamp the earth around each plant to force out large air pockets.

3.11 TURF SOD

Soil Preparation: Provide soil with an organic matter content of 25-percent to 30-percent. Cultivate entire area to a depth of 6" minimum and remove all rock in excess of 1 1/2", all building rubble, building construction material waste and any other material that will impair satisfactory growth. This top 6" must meet the topsoil requirements noted in Section 2.01.

Soil Amendments: Prior to rototilling, apply gypsum at a rate of 100 lbs per 1,000 sf, phosphate at a rate of 2 lbs per 1,000 sf., and soil sulfur at 5 lbs per 1,000 sf. Rototill into soil.

Install sod along the straightest edge of turf area. Stagger joints in a brick-like pattern. Avoid gaps and overlapping. Place sod diagonally across, to avoid sliding. Water sod at least every 30 min. during installation. Finish by watering lightly and roll in two directions w/sod roller.

3.12 WATERING

Water all plants immediately after planting, except for saguaros, with hose in planting hole until material about the roots is completely saturated from the bottom of the hole to the top of the ground to avoid drying out until the entire planted area is thoroughly watered and the soil soaked to the full depth of each plant hole. Water stream shall not cause damage to planting hole or plant. Keep exposed roots wet by means of moist sawdust, peat moss or burlap at all times during planting operation. Repeat watering as often as necessary to keep the ground moist but not soaked, well below the root system of the plants.

3.13 CLEAN UP

Keep all areas clean and orderly during and after execution of work. Burning of trash is not permitted.

3.14 ADJUSTMENT

Prune each tree and shrub to preserve the natural character of the plant per American Standards for Nursery stock, as published by the American Association of Nurserymen. Prune only as directed by Owner's Representative and Landscape Architect to remove deadwood, suckers, or broken or badly bruised branches. Replace all plants damaged by excessive pruning, planting operations or construction damage.

3.15 MAINTENANCE PERIOD

When the Owner's Representative and Landscape Architect determine the work to be substantially complete in accordance with the Conditions of the Contract, Contractor will be advised, in writing, that the maintenance period is to begin.

Landscape contractor shall be responsible for maintenance of landscaped areas for a period of 90 days. Maintenance includes watering, trimming, weeding and cultivating of beds.

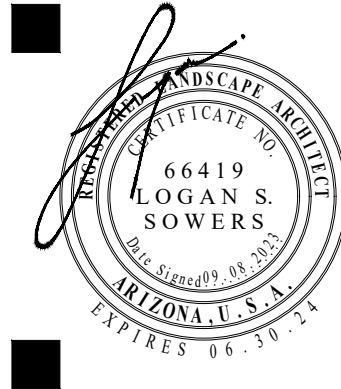
Landscape contractor, in order to protect his guarantee, shall give typewritten to Owner, a complete maintenance instruction booklet on the care and feeding of the landscape.

Contractor shall request, in writing, a Final Inspection with Landscape Architect at the completion of the maintenance period. If the Owner's Representative determines the work is satisfactory, the maintenance period will end on the date of the Final Inspection. If the maintenance is unsatisfactory, the maintenance period will be extended, at the Contractor's expense, until such time as all corrections are made and the work is inspected and approved by the Owner's Representative and Landscape Architect. Retention will not be released until Final Inspection is made and approval issued by the Owner's Representative.

3.16 FIELD QUALITY CONTROL

Notify Owner's Representative of the requirement for inspection at least 48 hours in advance. Inspections are required, but not limited to, the following:

- Inspection and acceptance of plant material prior to shipping.
- At completion of rough grade and boulder placement
- At completion of landscape finish grading and soil preparation, prior to planting.
- At installation of irrigation system, prior to backfilling trenches and planting.
- During installation of specimen tree, or other specimen plant material.
- After staking locations for plant holes, but prior to planting; for approval.
- During the planting process.
- During the placement and aiming of all light fixtures.
- At Substantial Completion of the Work.
- During warranty period to observe maintenance procedures.
- At final Completion of the Work.



REVISIONS:

PROJECT #: TOL267
SCALE: NTS
ISSUED FOR: REVIEW
DRAWN BY: TEAM
DATE: 09.08.2023
DRAWING: Landscape Spec's

SHEET:

L8.1

PAGE:

14 OF 15

FS23-0325

IRRIGATION SPECIFICATIONS

PART I - GENERAL

1.01 WORK INCLUDED

Work of this Section generally includes a provision of an underground irrigation system including the following:

1. Trenching, stockpiling excavation materials, and refilling trenches.
2. Complete systems including but not limited to piping, pump station, assemblies, valves, fittings, heads, controller wiring, and final adjustments to ensure efficient coverage as determined by Architect.
3. Water connections.
4. Replacements of unsatisfactory materials.
5. Clean-up, inspection, and approval.
6. Tests.

1.02 REFERENCES

Perform Work in accordance with requirement of Conditions of the Contract and Division 01 - General Requirements as well as provisions of all applicable laws, codes, ordinances, rules and regulations. Conform to requirements of reference information listed below, except where more stringent requirements are shown or specified in Contract Documents.

1. American Society for Testing and Materials (ASTM) - Specifications and Test Methods specifically referenced in this section.
2. Underwriters Laboratories (UL) - UL Wires and Cables.

1.03 QUALITY ASSURANCE

Installer Qualifications - Installer shall have had considerable experience and demonstrated ability in the installation of irrigation system(s) of specified type(s) in a neat, orderly, and responsible manner in accordance with recognized standards of workmanship. To demonstrate ability, experience, and financial stability necessary for this project, submit if requested by Consultant, prior to contract award the following:

1. List of 3 projects completed in the last 2 years of similar complexity to this Project. Description of projects shall include:
 - a. Name of project.
 - b. Location.
 - c. Owner.
 - d. Brief description of work and project budget.
2. Current company financial statement.

Special Requirements:

- a. Tolerances - Specified depths of pressure supply lines and laterals and pitch of pipes are minimums. Settlement of trenches is cause for removal of finish grade treatment, refilling, recompaction, and repair of finished grade treatment.
- b. Coordination with Other Contractors - Protect, maintain, and coordinate Work with Tasks under other sections.
- c. Damage to Other Improvements - Contractor shall replace or repair damage to grading, soil preparation, seeding, sodding, or planting done under Other Sections during work associated with installation of irrigation system at no additional cost to the Owner.
- d. Work involving substantial plumbing for installation of backflow preventers, copper service, and related work shall be executed by licensed and bonded plumber(s), performed in accordance with all prevailing codes and regulations.
- e. Work involving connection to, installation, or extension of 120 volt or greater electrical service shall be executed by a licensed and bonded electrician, performed in accordance with all prevailing codes and regulations.

1.04 SUBMITTALS

Prepare and make submittals in accordance with conditions of the Contract prior to installation.

STAKING, CONSTRUCTION RECORD DRAWINGS, AND PROGRAMMING:

1. Coates Irrigation Consultants Inc. (CICI) shall stake the locations of all sprinklers 25-feet in radius or greater with the assistance of Contractor (refer to Section 3.02.1, and contact CICI prior to bid for staking fees). CICI shall use the GPS collection method to record the rotary sprinklers, mainline routing, electric and gate valves, and controllers; and provide plan copy to Contractor. Contractor shall draw lateral piping, controller station numbers, and all other record information on the Field Record. At end of every day, revise Field Record for all work accomplished that day in RED ink. The Field Record Plan shall be available at the Project Site for review. Upon completion of Project, Contractor shall submit Field Record Plan for review, prior to final acceptance.

Record plans shall be to same scale and in the same format as designed plans.

2. Following approval of Field Record Plan by the Architect and Consultant, the Contractor shall submit the Field Record Plan with ALL changes, additions, and modifications performed during the project installation to Consultant. Consultant (CICI) shall create a digital Construction Record from the information provided by Contractor. The digital Construction Record file shall be generated as follows:
 - a. PDF: Contractor shall contact with Coates Irrigation Consultants, Inc. (CICI) to combine all Field Record information and GPS data for locations of water source(s), mainline routing, valves, controllers, and basic features to correspond with the site plan. This digital file shall be placed into sheet form as required, and Portable Document Format (PDF) files created as the Construction Record. Contractor shall contact CICI prior to bid for fees for GPS data collection and creation of digital Construction Record.

3. Consultant will not certify any pay request submitted by the Contractor if the Field Record drawings are not current, and processing of pay request will not occur until Field Records are updated.

4. Consultant (CICI) shall collect the field controller data for programming purposes, if Contractor is unable to collect data or if the process delays project completion. Contractor shall contact CICI for fees for data collection.

5. Consultant (CICI) shall observe contractor's installation progress; contact CICI for observation fees prior to bid.

6. Prior to scheduling walk-through for substantial completion, Contractor is to submit all Field Record information to the Consultant for approval.

7. Contractor shall also provide both a hard copy and Electronic Form version of the Controller Data Sheets to the Consultant. Hard copy and Electronic Forms shall be provided to the Contractor by Coates Irrigation Consultants Inc.

CONTROLLER CHARTS - Do not prepare controller charts until Construction Record (as-built) drawings have been approved by the Consultant.

1. Provide controller chart, automatic controller.
2. Controller drawing may be same size reproduction of the record drawing, if scale permits fitting them inside the controller door without folding drawing. If photo reduction prints are required, keep reproduction to maximum size possible to retain full legibility. Chart may also be Controller Data Sheet as for central-satellite systems, if approved by Consultant.
3. Controller chart shall be bond print of actual as-built system, showing area covered by that controller; or Controller Data Sheet showing information on each station, and with complete description of each station's location.
4. Identify area of coverage of each remote control valve, using a distinctly different pastel color for each zone. Highlight heads, lateral piping, and control valves.
5. Following review of controller drawings by Consultant, hermetically seal each chart between two layers of 20 mm thick clear plastic.
6. Controller chart shall be completed and approved by Consultant prior to final completion walk-through of irrigation system.
7. Attach approved controller chart to inside of each controller door using self adhesive Velcro strips.

CONTROL SYSTEM PROCEDURES:

1. Contractor shall be responsible to provide and install all specified control equipment to result in a complete and working system, whether or not all appearances are shown on plans. System shall include controllers; all grounding and surge protection; and electrical control wiring.
2. Following installation of each controller, contractor shall record all station data on a "Data Sheet" provided by the Consultant. This data shall include the type and quantity of irrigation devices on each station, nozzle type, arc, area of control (turf, trees, shrubs, etc.), valve size, gpm, location, etc. as shown on the Data Sheet.
3. Prior to final walk-through for each area of the project, contractor shall confirm that the following has been accomplished:
 - a. Construction record drawings per 1.04.1.
 - b. Data Sheets for Controllers.
4. Consultant (CICI) shall provide the following programming services: station data, hydraulic tree, and programs and schedules in the irrigation computer. CICI shall not provide a visual, interactive map. Contractor shall contact CICI for fees for programming services prior to bid.
5. Product Warranty: Warranty includes the following:
 - a. Manufacturer's stated warranties shall apply on all products.
 - b. It shall insure that an authorized representative will be at the job site within 24 hours of notification of a product problem.
 - c. Warranty includes a one-year minimum product and labor warranty. If the product fails to meet project specifications, and the manufacturer's representative is unable to resolve the deficiency, the product will be replaced at no cost to the client with the product of their choice. This includes Contractor's labor for product replacement at their normal hourly rates.
 - d. In the event of a product problem, and the Consultant is required to spend additional time not covered by their contract as a result of this problem, then the manufacturer will reimburse the Consultant for time and materials at their normal hourly rates.*Project Qualifications:
 - a. The Consultant must be currently certified as an irrigation designer by the Irrigation Association, the American Society of Irrigation Consultants, or licensed in the project state to practice landscape architecture which includes irrigation design.
 - b. The project must consist entirely of one manufacturer's products where applicable (i.e.: excluding pipe, fittings, & wiring). If any competitive products are INSTALLED on the project, the warranty will be the standard trade warranty as delineated in the manufacturer's product catalog.
 - c. The manufacturer's representative must be notified in the event of a product problem at least twenty-four (24) hours prior to an in-field meeting.
 - d. Installation must be certified by authorized representative in conformance to plans.

- Operation Manual:
- Submit 3 sets of Operations Manual to Consultant for approval, prior to scheduling the final completion walk-through. Manual is to include the following in a 1 x 3 ring binder:
1. Index sheet listing project name, and listing Contractor name, address, phone number, and contact person. Include same information for Primary Sub-Contractors.
 2. Manufacturer cut sheets for all material components of irrigation system. Highlight or circle specific models or items.

1.05 DELIVERY, STORAGE AND HANDLING

Deliver, unload, store and handle materials, packaging, bundling, products, in dry conditions or a weatherproof manner, to prevent damage, breakage, deterioration, intrusion, ignition, and vandalism. Deliver in original unopened packaging containers prominently displaying manufacturer name, volume, quantity, contents, instructions, and conformance to local, state, and federal law. Remove and replace cracked, broken, or contaminated items or elements prematurely exposed to moisture, inclement weather, snow, ice, temperature extremes, fire, or job site damage.

Handling of PVC Pipe - Exercise care in handling, loading and storing of PVC pipe. All PVC pipe shall be transported in a vehicle which allows the entire length of pipe to lie flat so as not to subject it to undue bending or concentrated external loads. All sections of pipe that have been dented or damaged shall be discarded, and if installed, shall be removed and replaced with new piping.

1.06 JOBSITE CONDITIONS

Protection of Property:

1. Preserve and protect all trees, plants, monuments, structures, and paved areas from damage due to Work in this Section. In the event damage does occur, all damage to innamite items shall be completely repaired or replaced to the satisfaction of the Owner. All injuries to living plants shall be repaired by the Owner, and all costs of such repairs shall be charged to and paid by the Contractor.
2. Protect buildings, walks, walks, and other property from damage. Flare and barricade open ditches. Damage caused to asphalt, concrete, or other building material surfaces shall be repaired or replaced at no cost to the Owner. Restore disturbed areas to original condition.

Existing Trees:

1. All trenching or other Work under limb spread of any and all evergreens or low branching deciduous material shall be done by hand or by other methods so as to prevent damage to limbs or branches.

2. Where it is necessary to excavate adjacent to existing trees, use all possible care to avoid injury to trees, and tree roots. Excavation in areas where 2 inch and larger roots occur shall be done by hand. Roots 2 inches and larger in diameter, except directly in the path of pipe conduit, shall be tunneled under and shall be heavily wrapped with burlap to prevent scarring or excessive drying. Where a trenching machine is operated close to trees having roots smaller than 2 inches in diameter, the wall of the trench adjacent to the tree shall be hand trimmed, making clean cuts through roots. Roots 1 inch and larger in diameter shall be painted with two coats of "Tree Seal". Trenches adjacent to trees shall be closed within 24 hours, and when this is not possible, the side of the trench adjacent to the tree shall be kept shaded with moistened burlap or canvas.

Protection and Repair of Underground Lines:

1. Request proper utility company to stake exact location (including depth) of all underground utilities. Take whatever precautions necessary to protect these underground lines from damage. In the event damage does occur, all damages shall be repaired by Contractor unless other arrangements have been made.

Replacement of Paving and Cuts - Where trenches and lines cross existing roadways, paths, curbing, etc., damage to these shall be kept to a minimum and shall be restored to original condition.

1.07 WARRANTY/GUARANTY

Contractor shall warrant materials against defects for a period of one year from the date of Substantial Completion. Contractor shall guarantee the work and materials against defects for a period of one year from the date of Substantial Completion.

Setting of backfilled trenches which may occur during guaranty period shall be repaired by Contractor at no expense to the Owner, including complete restoration of damaged property.

Expenses due to vandalism before substantial completion shall be borne by Contractor.

Owner or representative maintenance company will maintain turf and planting areas during warranty period, so as not to hamper proper operation of the irrigation system.

1.08 MAINTENANCE

Furnish the following maintenance items to Owner prior to final Acceptance:

1. 2 sets of special tools required for moving, disassembling, and adjusting each type of sprinkler head and valve supplied on this project.
2. 2 keys for each automatic controller.
3. 3 quick coupler keys and matching hose swivels.

1.09 EXTRA STOCK

In addition to installed system furnish the following items to Owner:

1. 4 per 100 installed drip emitters of each type used.
2. 2 pop-up heads of each type used.

PART II - PRODUCTS

2.01 MATERIALS

General Piping:

Note: All piping for reclaimed water systems shall be purple colored, or wrapped with reclaimed "sock" or reclaimed marking tape, and main lines shall have detectable reclaimed marking tape in trench 1/2" above top of pipe.

1. Pressure Supply Lines (downstream of backflow prevention units) - Class 200 PVC, Solvent Weld Belled End for 2-1/2" and smaller, and rubber-joint joint for 3" and larger with ductile iron fittings.
2. Non-pressure lines - Class 200 PVC, Solvent Weld Belled End.
3. Drip Piping - 1/2" Class 315 PVC, Solvent Weld unless otherwise specified on plans.
4. Emitter Tubing - by emitter manufacturer.

Plastic Pipe and Fittings:

1. Identification Markings:

- a. All pipe to be identified with following indelible markings:
 - 1) Manufacturer's Name.
 - 2) Nominal pipe size.
 - 3) Schedule or class.
 - 4) Pressure Rating.
 - 5) NSF (National Sanitation Foundation) seal of approval.
 - 6) Date of extrusion.

- b. All fittings including valve taps for rubber-ring pipe shall be cast or ductile iron, rubber-ring joint for PVC. Ductile iron fittings shall have the following characteristics:
 - 1) All ductile iron fittings and joint restraints shall have a fusion bonded epoxy coating on interior and exterior of the product surface, averaged at 10-12 mm thickness. Epoxy coating shall conform to the requirements of CSA Z245.20-20 and NSF 61 for water services. Tarblumen coating will not be approved.
 - 2) All ductile iron pipe fittings, joint restraints, lateral isolation valves and mainline isolation gate valves shall be of the same manufacture which offers a 10-year warranty on products and replacement labor costs. Prior to installation, manufacturer shall provide documentation stating the above warranty information.

2. Solvent Weld Pipe - Manufactured from virgin polyvinyl chloride (PVC) compound in accordance with ASTM D2241 and ASTM D1784: cell classification 12245-B, Type 1, Grade 1.
 - a. Fittings - Standard weight, Schedule 40, injection molded PVC; complying with ASTM D1784 and D2466, cell classification 12454-B.
 - 1) Threads - Injection molded type (where required).
 - 2) Tees and ells - Side gated.
 - b. Threaded Nipples - ASTM D2464, Schedule 80 with molded threads.
 - c. Joint Cement and Primer - Type as recommended by manufacturer of pipe and fittings.

Low Pressure/Volume Systems:

1. Emitters as indicated on drawings.
2. Drip Piping - manufactured of polyvinyl chloride compound conforming to ASTM D2241 and ASTM D1784, Type 1, Grade 1.
3. Fittings - Schedule 40 PVC, or as recommended by piping manufacturer.
4. Drip Valve Assembly - Type and size shown on drawings.
- a. Wye Strainer - Plastic/Fiberglass construction with 150 mesh nylon screen and blow out assembly.
- b. Control Valve - 2-way, solenoid pilot operated type made of synthetic, non-corrosive material; diaphragm-activated and slow closing. Include freely pivoted seat seal, retained (mounted) without attachment to diaphragm.
- c. Pressure Regulator - Plastic/Fiberglass construction, preset type with pressure setting per drawings.

Copper Pipe and Fittings:

1. Copper Pipe - Type K hard tempered.
 2. Fittings - Wrought copper, solder joint type.
 3. Joints - Soldered with solder, 45% silver, 15% copper, 16% zinc, and 24% cadmium and solids at 1125 F and liquids at 1145F.
- Brass Pipe and Fittings:
1. Brass Pipe - 85% red brass, AMSI Schedule 40 screwed pipe.
 2. Fittings - Medium brass, screwed 125 pound class.

Quick Coupling Valves - Brass two-piece body designed for working pressure of 150 psi, operable with quick coupler. Equip quick coupler with locking rubber cover (purple for reclaimed water if specified).

Valve Boxes:

Note: All box covers for reclaimed water systems shall be purple colored, and marked for reclaimed. Otherwise, valve box cover to be selected based upon a review of the location and adjacent material by Owner and Landscape Architect prior to installation.

1. Drip Line Blow-out Stubs, and Wire Stub Box - Rain Bird #VB-10RND.
2. 1-inch through 2-inch Control Valves - Rain Bird #VB-STD.
3. Drip Valve Assemblies - Rain Bird #VB-JMB.
4. Control Wiring Splices - Rain Bird #VB-10RND.
5. Main Line Gate Valves - Rain Bird #VB-10RND.
6. Air-Relief Valves - Rain Bird #VB-STD.
7. Manual Drain Valves - Rain Bird #VB-STD.
8. Pressure Reducing Valves - As shown on detail.

Electrical Control Wiring:

1. Low Voltage:

- a. Electrical Control Wire - AWG UF UL approved No. 14 gauge direct-burial copper wire for all control wires, and No. 14 gauge direct-burial copper wire for all common wires.
- b. Wire Colors:
 - 1) Control Wires - Red.
 - 2) Common Wires - White.
 - 3) Master Valve Wires - Blue and yellow.
4. Future Wires - Same as control and common wire (labeled at terminations). Two per controller unless noted, at each extreme end.
- c. If multiple controllers are utilized, and wire paths of different controllers cross each other, both common and control wires from each controller shall be different colors approved by Consultant.
- d. Wire connections for all valve and solenoid locations shall be UL 486D approved direct-bury wire connectors for wet / damp locations, rated up to 600 volts, as manufactured by Rain Bird model DB Series Wire Connector, or approved similar dry splice method. Wire connectors shall provide strain relief and have the wire nut / spring integrated into the housing. All 24-volt wire splices shall conform to National Electric Code (NEC) standards and all state, local and federal codes.

2. High Voltage - Type required by local codes and ordinances, of proper size to accommodate needs of equipment serviced.

Sprinkler Heads - As shown on drawings. Purple caps or nozzles for Reclaimed Water use.

Electric Control Valves - As noted on drawings. Purple handles for Reclaimed Water use. Install pressure regulating devices where specified on plans.

Pipe bedding material - Construction grade sand approved by Consultant.

Automatic Controller - As shown on drawings.

Backflow Preventer - As shown on drawings.

Manual Drain Valve - As shown on drawings.

Air-Relief Valve - As shown on drawings.

Pressure Reducing Valve - As shown on drawings.

Master Control Valve - As shown on drawings.

Flow Sensor and Monitor or Transmitter - As shown on drawings.

Pump Station - As shown on drawings.

PART III - EXECUTION

3.01 INSPECTION

Examine areas and conditions under which Work of this Section is to be performed. Do not proceed with Work until unsatisfactory conditions have been corrected.

Grading operations, with the exception of final grading, shall be completed and approved by Owner prior to staking or installation of any portion of irrigation system except sleeving.

3.02 PREPARATION

Staking shall Occur as Follows:

1. For all projects with rotary sprinklers spaced at twenty-five feet (25') or greater, Consultant (CICI) shall lay out the sprinklers using wire flags with assistance from Contractor. Contractor shall contact CICI prior to bid for Consultant's staking fees. For all projects or area segments with smaller sprinklers, Contractor shall lay out sprinklers and contact Consultant for review.
2. Mark with powdered lime or marking paint routing of pressure supply lines, and flag heads and control valve locations for first series of zones as directed by Consultant. Contact Consultant a minimum of 48 hours in advance and request a review of staking. Consultant will review staking and direct changes if required. Staking review does not relieve installer from coverage problems due to improper placement of heads after staking.

Install sleeving under all asphalt paving and concrete walks, prior to the installation of concrete or paving operations, to accommodate piping and wiring. Compact backfill around sleeves to 95% Standard Proctor Density within 2% of optimum moisture content in accordance with ASTM D1557.

Trenching - Trench excavation shall follow, as much as possible, layout shown on Drawings. Dig trenches straight, and support the pipe continuously on the bottom of trench. Trench bottom shall be clean and smooth with all rock and organic debris removed. Pressure supply line trenches shall be over-excavated as required to allow for bedding material. Trench depth shall be uniform as required to meet minimum depth requirements for the type of piping being installed.

1. Clearances:
 - a. Piping smaller than 3 inches - Trenches shall have a minimum width of 7 inches, 12 inches for 3" and larger pipe.
 - b. Line clearance - Provide not less than 6 inches of clearance between each line, and not less than 12 inches of clearance between lines of other trades.
 - c. For Reclaimed Water systems, 2-foot vertical (below) and 6-foot horizontal separations from potable lines are required per industry standards.
2. Pipe and Wire Depth:
 - a. Pressure Supply Piping - 24 inches from top of pipe (30 inches where 6" and larger pipe is on project).
 - b. Non-pressure piping - 12 inches from top of pipe.
 - c. Control Wiring - Side and bottom of pressure supply line.
 - d. Drip piping - 12 inches from top of pipe.
 - e. Emitter tubing - 12 inches from top of pipe (non slope plantings), 4 inches from the top of pipe (slopes 2:1 or greater).

3. Boring will be permitted only where pipe must pass under obstruction(s) which cannot be removed, and must be approved by Consultant if not specifically indicated on construction drawings. Final density of backfill shall match that of surrounding soil. Use of sleeves of suitable diameter is acceptable if installed first by jacking or boring, and pipe laid through sleeves. Observe same precautions as though pipe were installed in open trench.

3.03 INSTALLATION

Locate other equipment as near as possible to location designated on construction drawings. Deviations shall be approved by Consultant prior to installation.

PVC Piping:

1. Snake pipe in trench as much as possible to allow for expansion and contraction.
2. When pipe laying is not in progress, or at end of each day, close pipe ends with tight plug or cap. (Perform work in accordance with good practices prevailing in piping trades).
3. Coordinate pressure supply line installation with required bedding operations. Concrete thrust blocks or steel joint restraints shall be utilized for all rubber-ring joint fittings per industry standards. In sandy soil, mechanical joint fittings shall be used with thrust blocks.
4. Stake all above-grade PVC piping per details.
5. Use 45-degree ells when making perpendicular crossings of above-grade PVC piping, to depress bottom pipe.
6. Lay pipe and make all plastic-to-plastic joints in accordance with manufacturer's recommendations.

Drip Piping:

1. Install fitting connections per manufacturer's recommendations.
2. Use threaded risers and Sch. 40 or Sch 80 fittings per details when making connections in drip piping for emitters and fittings.
3. Install drip line blow-out stubs at all dead ends of drip piping.
4. Any deviations from drip pipe routing shown on drawings must be approved by consultant prior to installation.

Control Wiring

1. Low Voltage Wiring:
 - a. Bury control wiring between controller and electric valves in pressure supply line trenches, with wires consistently located below and to one side of pipe, on top of initial pipe bedding, or in separate trenches.
 - b. Bundle all 24-volt wires at 10-foot intervals with electrical or duct tape.
 - c. Provide an expansion loop at pressure supply line angle fittings, every electric control valve location (in valve box), and at minimum 500 feet intervals. Form expansion loop by wrapping wire at least 8 times around a 1-inch pipe and withdrawing pipe.
 - d. Make splices and electric control valve connections using SureSplice SK 12-14 connectors or similar dry splice method.
 - e. Install control wire splices not occurring at control valve in a separate splice valve box.
 - f. Install one control wire for each control valve.
 - g. Run 2 spare #14-1 control wires from controller pedestal to lateral electric control valve operated by controller on each and every leg of pressure supply line. Label spare wires as controller and wire stub box. Loop a minimum of 24" from all spare wires inside every control valve box operated by controller.
 - h. Run all future control wires from controller pedestal to point indicated on drawings. Coil a minimum of ten (10) feet at termination and install in 10" round valve box. Label all wires at termination.
2. High Voltage Wiring for Automatic Controller:
 - a. Provide 120-volt power connection to automatic controller.

Automatic Controller:

1. Install controller in accordance with manufacturer's instructions as detailed and where shown on Drawings.
2. Connect remote control valves to controller in numerical sequence as shown on Drawings.
3. Final location of controller shall be approved by Consultant prior to installation.
4. Each controller shall have a dedicated separate ground wire and surge protection.
5. Above-ground conduit shall be rigid galvanized with appropriate fittings. Below-ground conduit shall be Schedule 40 PVC.

Quick Coupler Valves:

Install quick couplers on double swing-joint assemblies of Schedule 80 PVC piping, flush to grade. Angled nipple relative to pressure supply line shall be no more than 45 degrees and no less than 10 degrees. Install quick coupler as detailed.

Drip Valve Assemblies - Install drip valve assembly as detailed.

Drip Emitters - Install drip emitters as detailed.

Valve Boxes:

1. Install one valve box for each type of valve installed as detailed flush with grade for all sodded areas, and above-grade for all seeded areas.
2. Valve box extensions are not acceptable, except for master valve and flow sensor.
3. Install gravel sump after compaction of all trenches. Valve box to rest on gravel sump. Place final portion of gravel inside valve box after valve box is backfilled and compacted.
4. Install "Christy" stainless steel or 2.5" x 5" plastic valve label tags for each valve box (1-800-258-4583). Entire controller & station number shall be printed on each tag. Letter and number size shall be no smaller than 1/8 inch and no greater than 1/4 inches. Label each valve box as follows:
 - a. Control valves - Controller letter and station number.
 - b. Quick Coupler Valves - Label "QCV."
 - c. Wire Splices - Label wire splices with the letters "W.S."
 - d. Drip Piping Blow-out Stubs - Controller letter and station number of each drip piping blow-out.
 - e. Gate Valves - Label with letters "GV" typical.
 - f. Air-Relief Valves - Label with letters "ARV" typical.
 - g. Manual Drain Valve - Label with letters "MDV."
 - h. Pressure Reducing Valves - Label with letters "PRV" typical.
 - i. Flow Sensors - Label with letters "FS" typical.
5. Valve box color to be selected based upon a review of the location and adjacent material by Owner and Landscape Architect prior to installation. These guidelines are typical of all installations unless water source is effluent. In that case all valve boxes no matter the location are to be purple in color and meet all applicable codes and ordinances.

Backflow Preventer - Install as detailed on Drawings.

Pump Station- Install as detailed on Drawings.

Electric Control Valves:

Install top of cross handle a maximum of 3 inches below finished grade where shown on Drawings and as detailed. When grouped together, allow a minimum of 12 inches between valve box sides. Space control valves accordingly. Install each remote control valve in a separate valve box. Install valve boxes flush with grade. When parallel to roadway, sidewalk or other permanent element or structure, control valve and box are to be installed perpendicular to element or structure, spaced equally. For athletic areas such as football fields where concrete curbs exists, place electric valves within one foot of curb.

Main Line Gate Valves - Install as detailed on Drawings.

Air-Relief Valves - Install as detailed on Drawings.

Control Wiring:

1. All control wiring to be laid to bottom and side of pressure supply line trench. Separate wire trenches will not be allowed unless approved by Consultant.

Backfilling:

Do not begin backfilling operation until required system tests have been completed. Backfill shall not be done in freezing weather except with prior written approval by Consultant. Leave trenches slightly rounded to allow for settlement after backfilling is complete. Trenches shall be finished graded prior to walk-through of system by Consultant.

1. All pressure supply lines shall be bedded with construction grade sand 4 inches below invert of pipe, to 6" above top of pipe and width of trench when site conditions are rocky or otherwise unfavorable.
2. Materials - Excavated material is generally considered satisfactory for backfilling purposes after completing bedding requirements. Backfill materials shall be free of rubbish, vegetative matter, frozen materials, and stones larger than 2 inches in maximum dimension. Do not mix subsoil with topsoil. Material not suitable for backfill shall be hauled away. Contractor shall be responsible for providing suitable backfill if excavated material is unacceptable, or not sufficient to meet backfill, compaction, and final grade requirements.
3. Do not leave trenches open for a period of more than 48 hours. Open excavations shall be protected in accordance with OSHA regulations.
4. Compact backfill to 90% maximum density in 6" lifts, determined in accordance with ASTM D155-7 utilizing the following methods:
 - a. Mechanical tamping.
 - b. Puddling or ponding. Puddling or ponding and/or jettling is prohibited within 10'-0" of building or foundation walls.

Piping Under Paving:

1. Provide for a minimum cover of 24 inches between the top of the pipe and the bottom of the aggregate base for all pressure and non-pressure piping installed under asphalt concrete or concrete paving. Provide clearing as required by municipality, or as shown on plans.
2. Piping shall be bedded with construction grade sand - 6 inches below pipe to 6 inches above pipe and the width of the trench.
3. Compact backfill material in 6-inch lifts at 95% maximum density determined in accordance with ASTM D1557 using manual or mechanical tamping devices.
4. Set in place, cap, and pressure test all piping under paving, in presence of Consultant or Owner prior to backfilling and paving operations.
5. Piping under existing walk or concrete pavement shall be done by jacking, boring, or hydraulic driving, but where cutting or breaking of walks and/or concrete is necessary, it shall be done and replaced at no cost to the Owner. Obtain permission and prior approval from Owner to cut or break walks and/or concrete.

3.04 FIELD QUALITY CONTROL

Flushing - After piping, risers, and valves are in place and connected, but prior to installation of emitter heads, quick coupler valves, and air relief valves, thoroughly flush piping system under full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through furthestmost valves. Cap riser after flushing.

Testing - Conduct tests in presence of Consultant. Arrange for presence of Consultant a minimum of 48 hours in advance of testing. Supply force pump and all other test equipment.

1. After backfilling, and installation of all control valves & quick coupler valves, fill pressure supply line with water, and pressurize to 40 PSI over the designated static pressure or 120 PSI, whichever is greater, for a period of 2 hours.
2. Leakage, Pressure Loss - Test is acceptable if no leakage or loss of pressure is evident during test period.
3. Leaks - Detect and repair leaks.
4. Releat system until pressure can be maintained for the duration of the test.
5. Before final acceptance, pressure supply line shall remain under pressure for a period of 48 hours.



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

2 May 2023

Mr. Christopher P. Toale
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Ms. Tierney Farago
Project Coordinator
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS23-0325; Toll at Prasada Unit R (APNs: 502-13-733)

Dear Ms. Farago

Thank you for the opportunity to provide comments on the Toll at Prasada Unit R application. The land area comprises approximately 10.3 acres and is located west of Cotton Lane between Peoria Avenue and Cactus Road in Surprise, AZ and is part of the larger 3,355-acre Prasada Planned Area of Development (PAD). The application requests development of 34 single-family lots resulting in a 3.3 du/ac density. The site is approximately 2.5 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles.

The proposal for the property as stated in the narrative, consisting of 3.3 du/ac, meets the GDC requirements. Specifically, the City of Surprise has previously requested that Luke AFB use the entire Prasada PAD in its evaluation of overall densities. The city guarantees the overall density for the Prasada PAD does not grow beyond 6 du/ac as stated in the approved Prasada PAD by completing the parcel as proposed. Given that stipulation, Toll at Prasada Unit R will not negatively impact the flying operations at Luke AFB.

Since the development will be located within the “territory in the vicinity of a military airport,” it will be subjected to approximately 170 over flights a day. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform future occupant(s) about Luke AFB operations.

If there are any questions, please contact my Senior Planner, Ms. Jennifer Rahn, at (623) 856-9981.

Sincerely

TOALE.CHRISTOPHER.P.10396
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CHRISTOPHER P. TOALE

cc:

Colonel Keagan L. McLeese, Vice Commander, 56th Fighter Wing

Mr. Timothy A. Forero, GS-13, General Law Attorney, 56th Fighter Wing

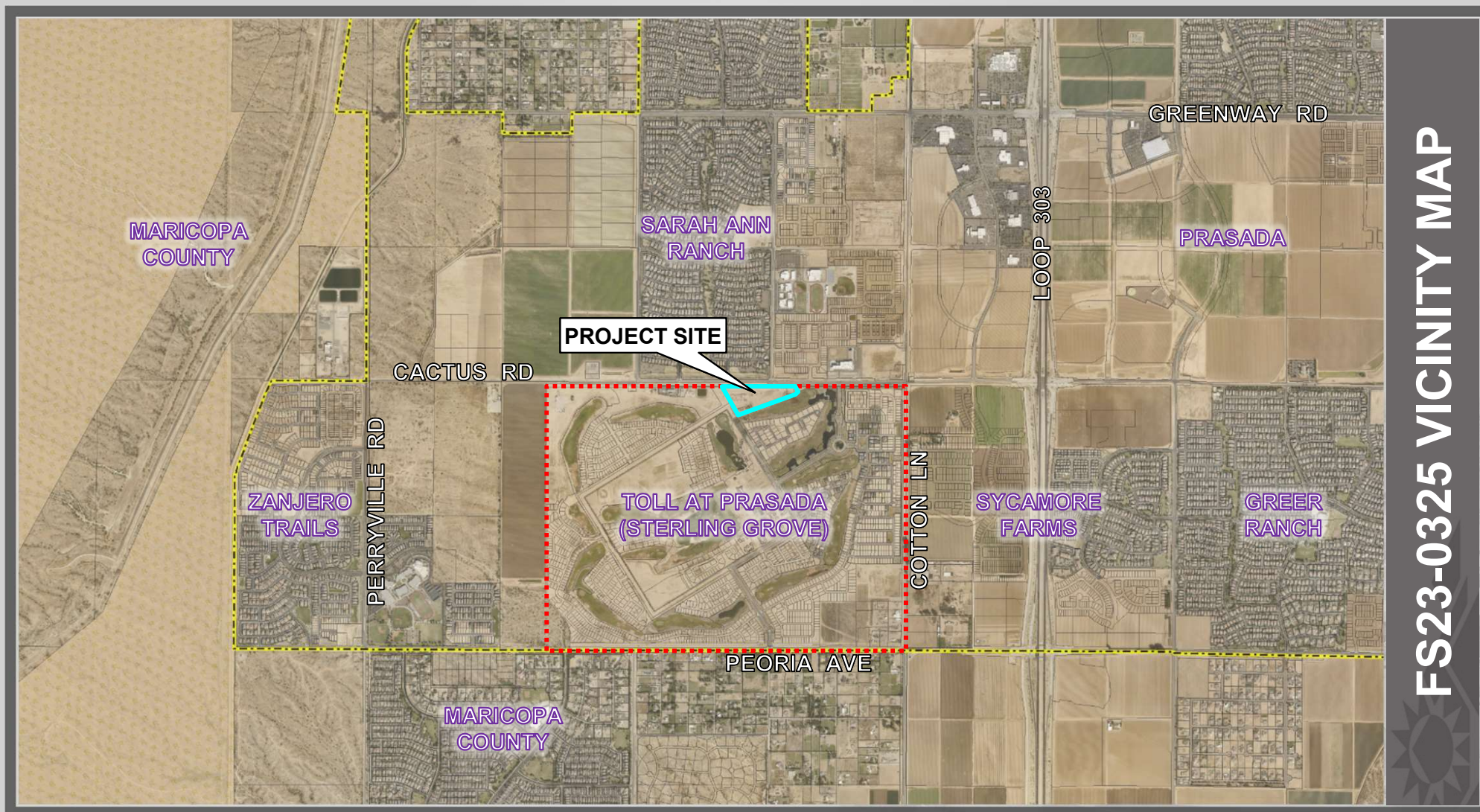


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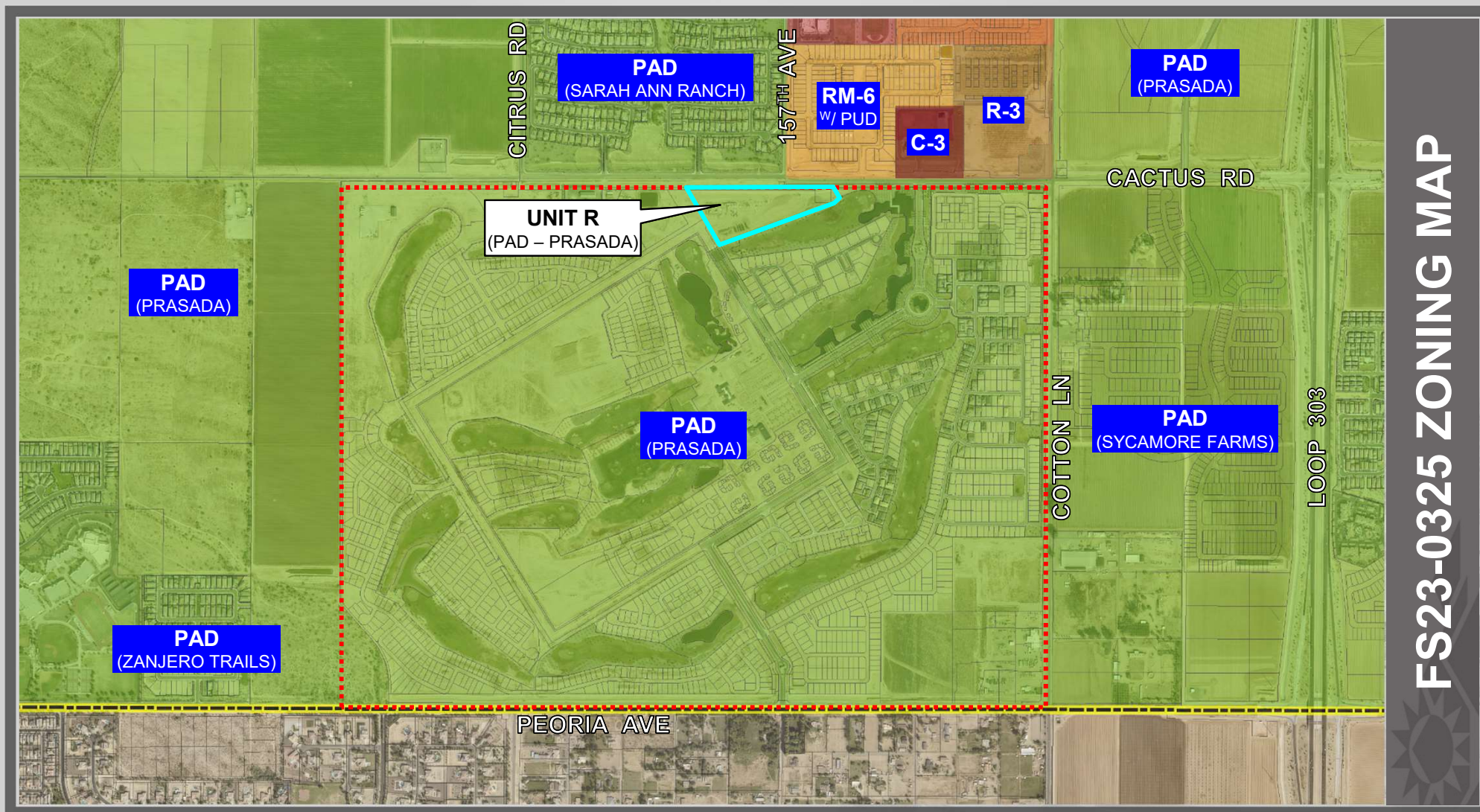
Toll at Prasada Unit R

Final Plat

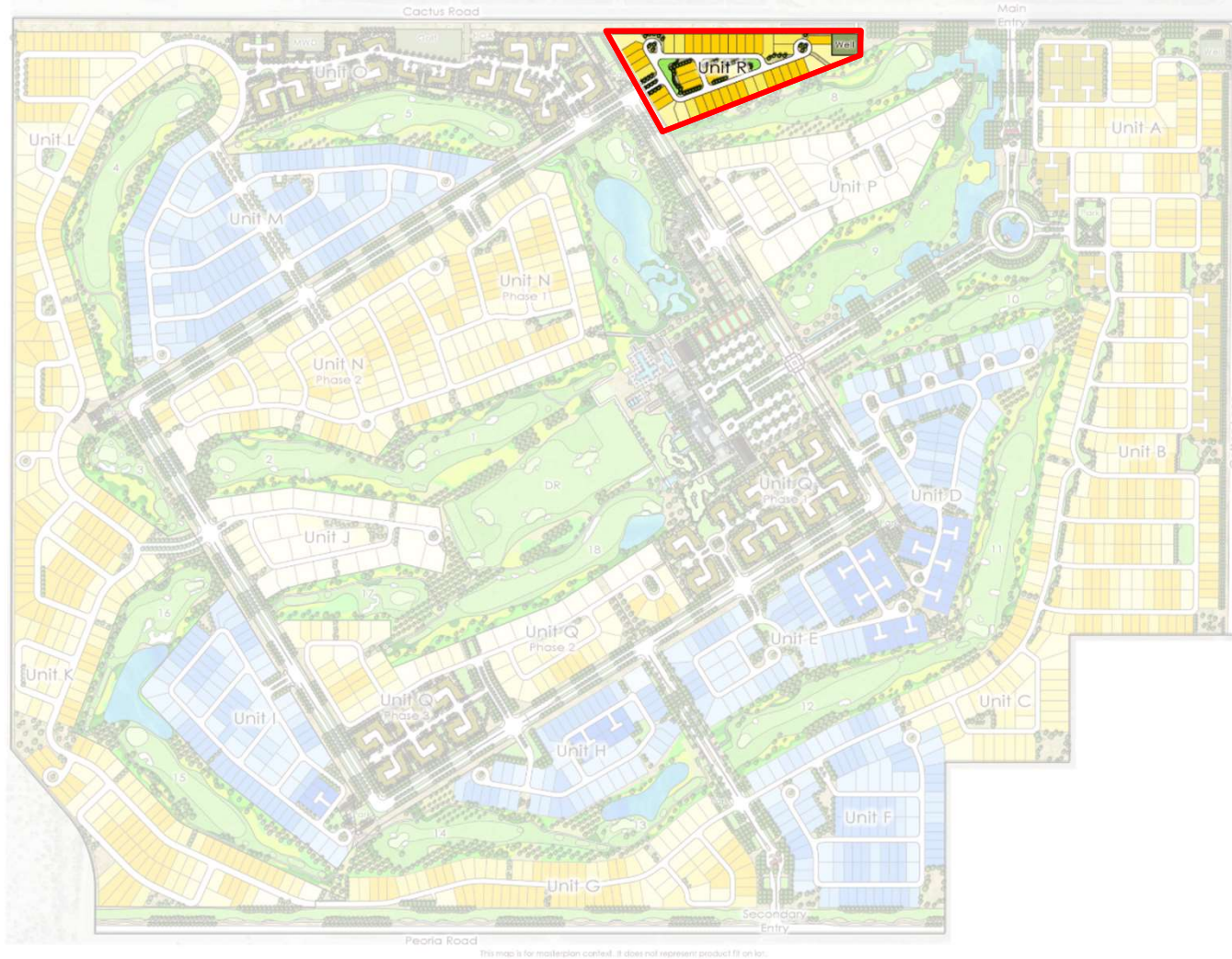
City Council
November 21, 2023



FS23-0325 VICINITY MAP



FS23-0325 ZONING MAP



FS23-0325 MASTER SITE PLAN

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards

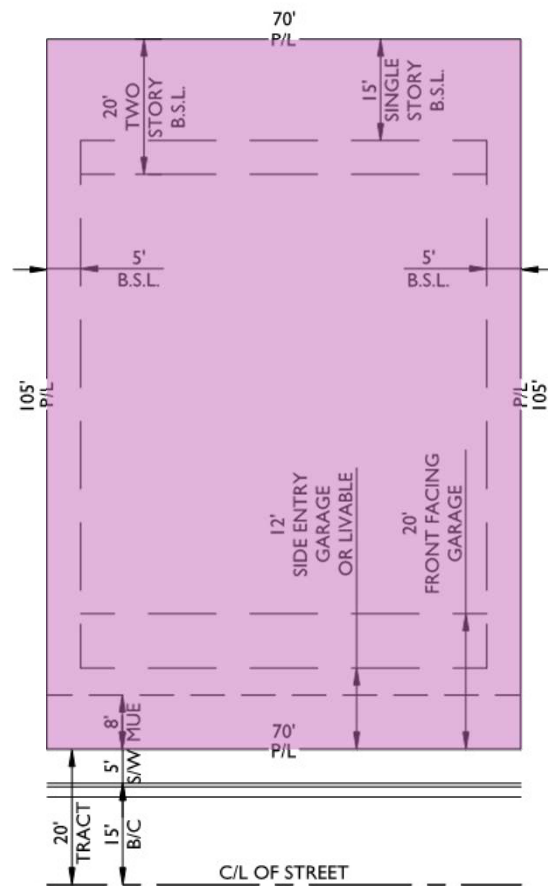
February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development

April 17, 2018: The City Council approved the original Preliminary Plat for Toll at Prasada under case FS17-394

January 15, 2019: The City Council approved the Final Plat for Toll at Prasada Phase I infrastructure under case FS18-290

August 6, 2019: The City Council approved the Final Plat for Toll at Prasada Phase 2 Infrastructure under case FS19-061

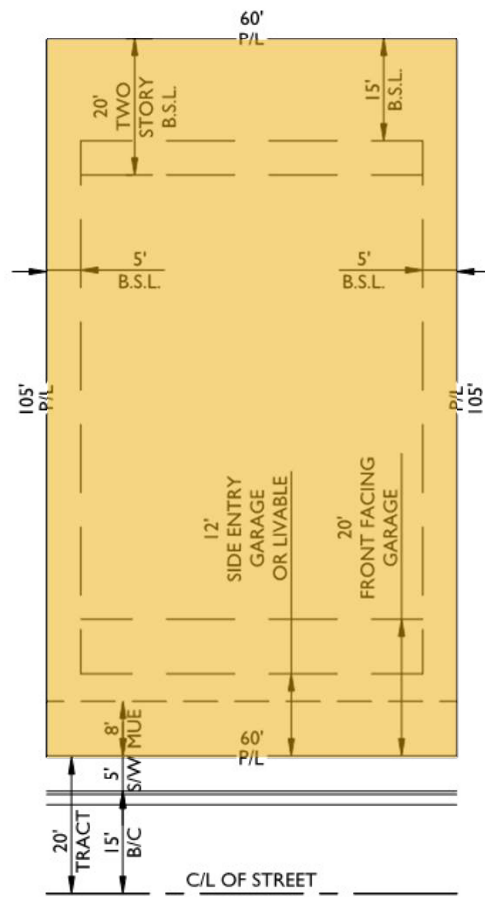
April 06, 2023: Planning and Zoning Commission approved the Preliminary Plat for Toll at Prasada Unit R under case FS22-1331



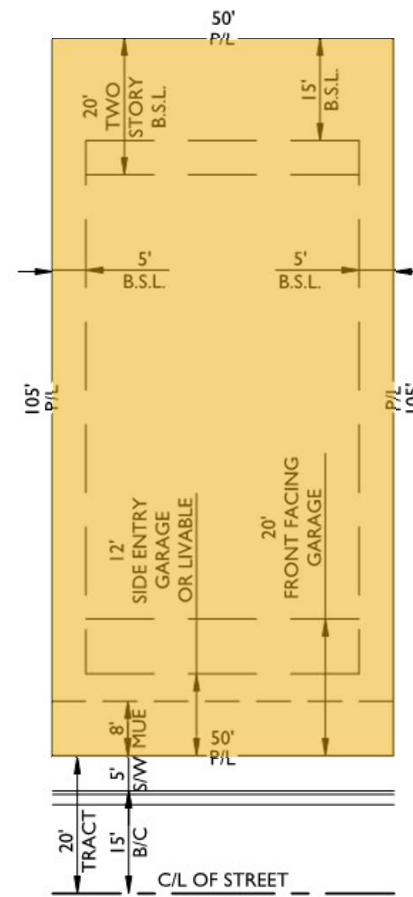
TYPICAL 70' LOT SETBACKS
LOT CATEGORY 'C'
 N.T.S.



UNIT R LOT CATEGORIES



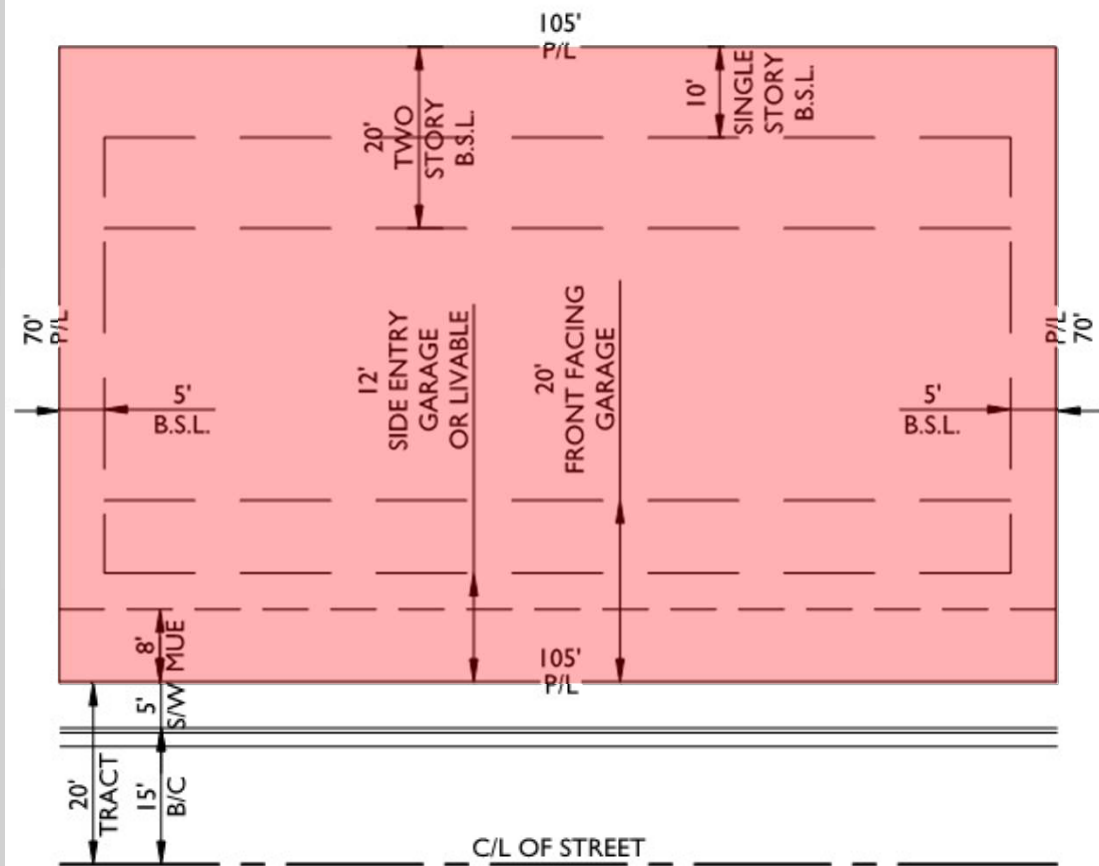
TYPICAL 60' LOT SETBACKS
LOT CATEGORY 'DI'
 N.T.S.



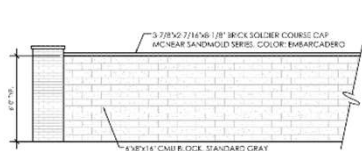
TYPICAL 50' LOT SETBACKS
LOT CATEGORY 'DI'
 N.T.S.



UNIT R LOT CATEGORIES

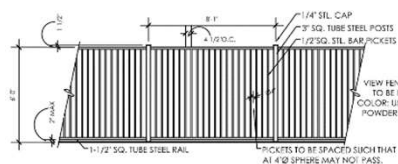
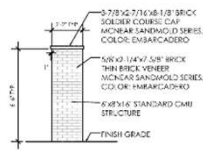


TYPICAL 105' LOT SETBACKS
LOT CATEGORY 'D2'
 N.T.S.



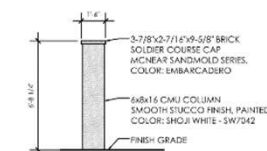
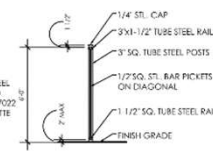
FW Feature Wall Details

Scale: 1/4" = 1'-0"



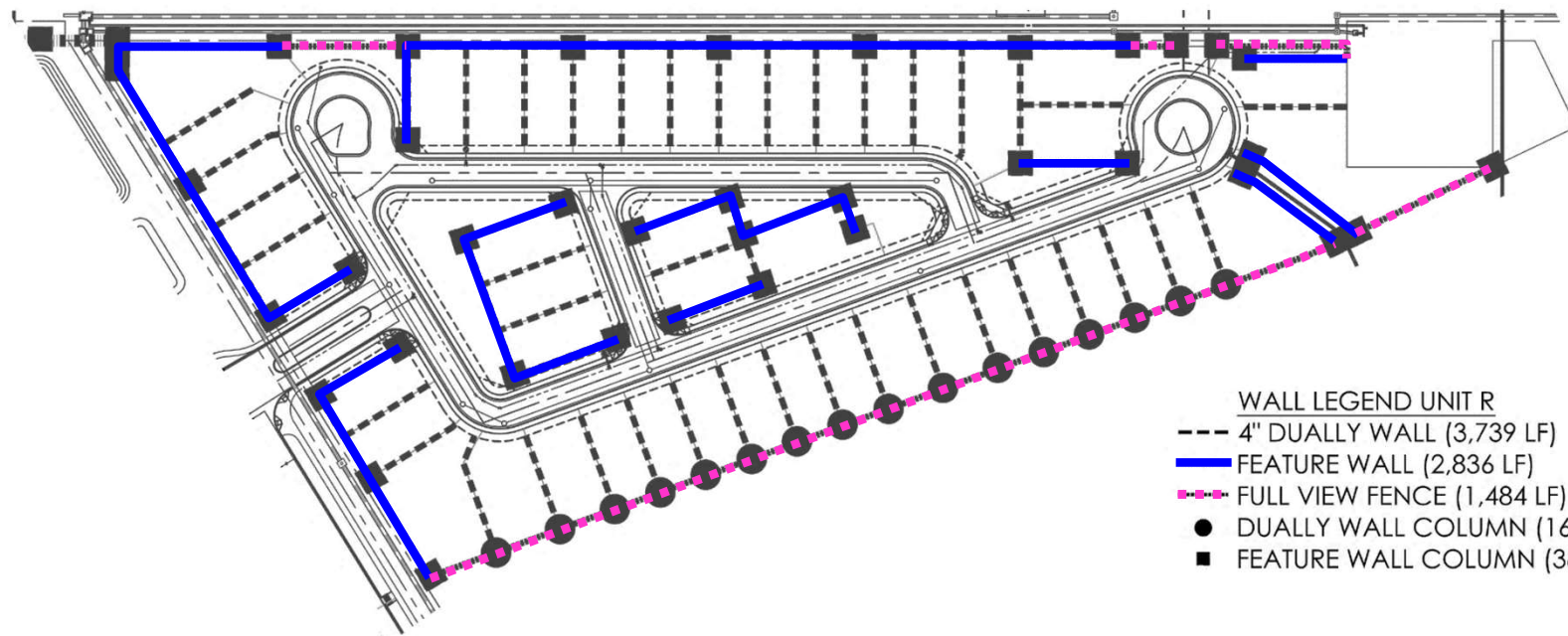
VF View Fence Details

Scale: 1/4" = 1'-0"



DFC Dually Wall Feature Column

Scale: 1/4" = 1'-0"



PARCEL R WALL PLAN



0' 80' 160' 240'
Scale: 1" = 80'-0"

NOTE: Sight distance requirements for arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02.

PARCEL R PLANTING PLAN - L3.2

NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02.

PRAGA PARCEL R			
PLANT MATERIALS LEGEND			
Symbol	Plant Name	Size	Qty
	<i>Fragaria vesicaria</i>	30" Hx	13
	<i>Prunella x 'Red Park'</i>	30" Hx	10
	<i>Pyracantha</i>	30" Hx	8
	<i>Quercus 'Noveboracensis'</i>	30" Hx	4
	<i>Quercus 'Prunifolia'</i>	30" Hx	12
	<i>Quercus 'Prunifolia'</i>	30" Hx	12
	<i>Quercus 'Prunifolia'</i>	30" Hx	12
	<i>Quercus 'Prunifolia'</i>	30" Hx	12
	<i>Quercus 'Prunifolia'</i>	30" Hx	12
	<i>Quercus 'Prunifolia'</i>	30" Hx	12

Shrubs		
	<i>Begonia Rex</i>	2.00
	<i>Calluna heisteria Little Red</i>	3.00
	<i>Clematis</i>	3.00
	<i>Hamamelis</i>	3.00
	<i>Hamamelis canadensis</i>	3.00
	<i>Hamamelis virginica</i>	3.00
	<i>Hamamelis virginica</i>	3.00
	<i>Hamamelis virginica</i>	3.00
	<i>Hamamelis virginica</i>	3.00
	<i>Hamamelis virginica</i>	3.00
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	<i>Hamamelis virginica</i>	3.00
	<i>Hamamelis virginica</i>	3.00
	<i>Hamamelis virginica</i>	3.00
Groundcovers		
	<i>Antennaria dioica</i>	1.00
	<i>Antennaria dioica</i>	1.00
	<i>Antennaria dioica</i>	1.00
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	<i>Antennaria dioica</i>	1.00
	<i>Antennaria dioica</i>	1.00
	<i>Antennaria dioica</i>	1.00

Accents / Vines	
	<i>Hesperis matronalis</i> Night Resurrection 5 gals 38
	<i>Hesperis perelyna pallens</i> Tallish Fragrant 5 gals 40
	<i>Muldaschops capitatus 'Angel Mix'</i> Rugel Mix 5 gals 10

MASS PLANTING

	SODIRO GRASS
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INERTS

Sym.	Description
	SODIRO GRASS

DECOMPOSED GRANITE

KEY MAP
SCALE IN

GREY PICKETT
architecture | community design
788 N. Station Drive, Suite 203
Scottsdale, Arizona 85251
480.409.0269 F. 480.409.0028



STERLING GROVE
PARCEL R
LANDSCAPE CONSTRUCTION DOCUMENTS
GILBOISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

REVISION

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04 OF 02
E522-133

FS23-0325 LANDSCAPE PLAN

NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02

PRASADA PARCEL R PLANT MATERIALS LEGEND

Sign	Plant Name	Size	Qty
	<i>Artemisia tridentata</i>	10' Box	10
	<i>Prosopis juliflora</i>	10' Box	10
	<i>Prosopis juliflora</i>	10' Box	10
	<i>Prosopis juliflora</i>	10' Box	10
	<i>Prosopis juliflora</i>	10' Box	10
	<i>Prosopis juliflora</i>	10' Box	10
	<i>Prosopis juliflora</i>	10' Box	10
	<i>Prosopis juliflora</i>	10' Box	10
	<i>Prosopis juliflora</i>	10' Box	10
	<i>Prosopis juliflora</i>	10' Box	10

Shrubs

	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10

Groundcovers

	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10

Accents / Vines

	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10
	<i>Artemisia tridentata</i>	1' gal	10

MASS PLANTING

	100000 GRASS	
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INERTS

	DESCRIPTION	
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REVISIONS

	REVISIONS	
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KEY MAP

	KEY MAP	
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PROJECT #:

	PROJECT #:	
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SCALE:

	SCALE:	
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ISSUED FOR:

	ISSUED FOR:	
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REVIEW

	REVIEW	
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DRAWN BY:

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DATE:

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TEAM:

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05 OF 07

	05 OF 07	
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FS22-1331

	FS22-1331	
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GREY PICKETT
landscape architecture | community design
1000 N. 10TH AVENUE, SUITE 111
SURPRISE, ARIZONA 85084
P: 480.439.5500 F: 480.439.5548



STERLING GROVE
PARCEL R
LANDSCAPE CONSTRUCTION DOCUMENTS
SURPRISE, ARIZONA

Toll Brothers
AMERICAN LUXURY HOME BUILDERS

REVISIONS:

PROJECT #:

SCALE:

ISSUED FOR:

REVIEW

DRAWN BY:

DATE:

TEAM:

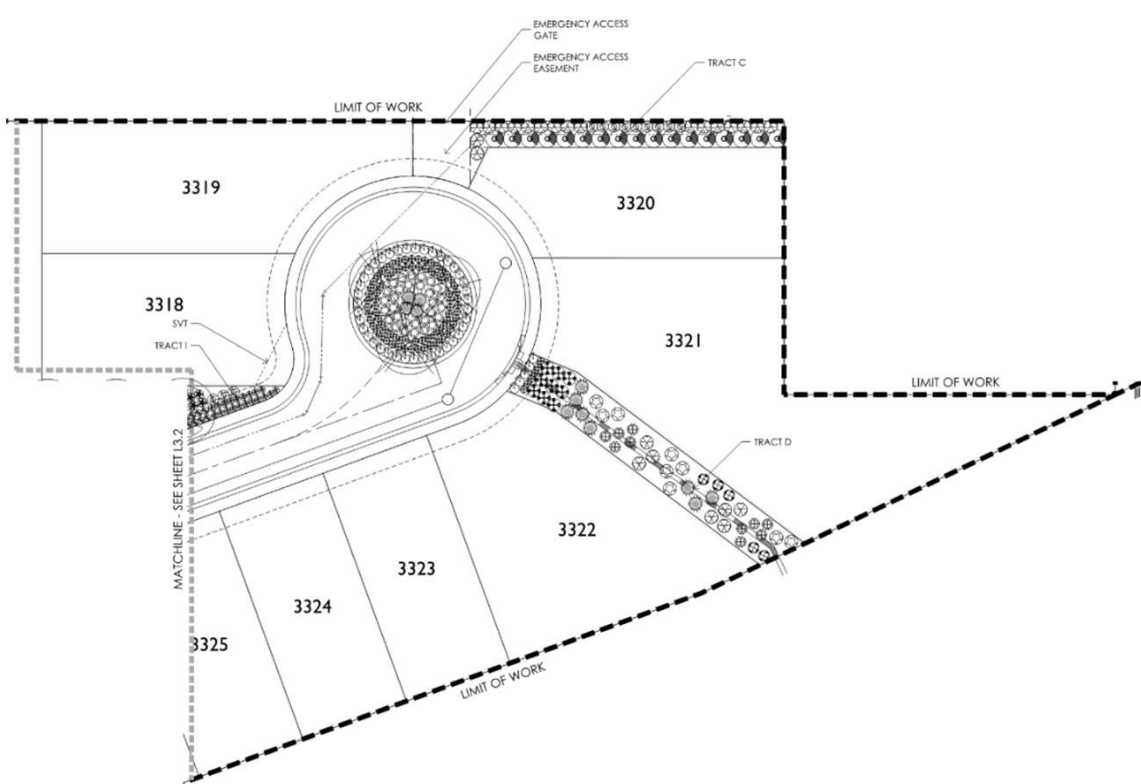
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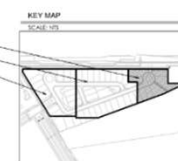
FS22-1331



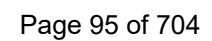
PARCEL R PLANTING PLAN - L3.3



L3.3
L3.2
L3.1









SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 3
Staff Recommendations:

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada Unit J Lots 2114, 2115, 2116, 2117, 2118, 2119, 2120 & Tract J-E" and dated October 10, 2023, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS23-0689.

Motion:

I move to approve the Final Plat entitled, "Toll at Prasada Unit J Lots 2114, 2115, 2116, 2117, 2118, 2119, 2120 & Tract J-E" and dated October 10, 2023.

Background:

Aaron Insko of Toll Brothers Arizona seeks approval of a Final Plat of the subject property located within the existing Unit J of the Toll at Prasada development. This Final Plat proposes a realignment of parcel lines within Unit J to align with existing development plans.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

The proposed Final Plat is consistent with the Surprise General Plan 2035 and the City of Surprise Land Development Ordinance.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00-FS23-0689 Toll at Prasada Unit J Replat - Staff Report
 2. 01-FS23-0689 Toll at Prasada Unit J Replat - Vicinity Map
 3. 02-FS23-0689 Toll at Prasada Unit J Replat - Zoning Map
 4. 03-FS23-0689 Toll at Prasada Unit J Replat - Final Plat
 5. 04-FS23-0689 Toll at Prasada Unit J Replat - Luke AFB Letter
 6. FS23-0689 Toll at Prasada Unit J Replat - CC Presentation
-

Case: FS23-0689

Project Name: Toll at Prasada Unit J - Replat

Council District: 3 – Mesquite

Meeting Date: November 21, 2023

Planner: Tanner Wessel, Planner II

Owner: Toll Prasada, LLC

Applicant: Aaron Insco of Toll Brothers Arizona

Request: Final Plat to reconfigure Lots 2114-2120 & Tract J-E located within Unit J of the Toll at Prasada development

Site Location: Generally located west of Cotton Lane, between Cactus Road and Peoria Avenue

Site Size: Approximately 2.17 gross acres

Density: N/A

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

Findings:

- The proposed Final Plat is consistent with the Prasada PAD.
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS21-331.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

EXISTING ZONING:

The following map depicts the existing zoning of the subject site and its surrounding:



Sarah Ann Ranch PAD Residential	Sarah Ann Ranch PAD Residential	RM-6 W/PUD Residential
Prasada PAD Residential	Prasada PAD Residential	Prasada PAD Residential
Prasada PAD Residential	Prasada PAD Residential	Prasada PAD Residential

BACKGROUND:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards.

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

April 17, 2018: The City Council approved the original Preliminary Plat for Toll at Prasada under case FS17-394.

January 15, 2019: The City Council approved the Final Plat for Toll at Prasada Phase I Infrastructure under case FS18-290.

August 6, 2019: The City Council approved the Final Plat for Toll at Prasada Phase 2 Infrastructure under case FS19-061.

November 2, 2021: The City Council approved the Preliminary Plat for Unit J under case FS21-331

February 01, 2022: The City Council approved the Final Plat for Unit J under case FS21-757

January 17, 2023: The City Council approved a Final Plat to adjust lot lines for Unit J under case FS22-0742

August 24, 2023: The applicant submitted an application for a Final Plat of Unit J under the subject case FS23-0689

ANALYSIS AND DISCUSSION

Aaron Insco of Toll Brothers Arizona request approval of a Final Plat entitled “Toll at Prasada, Unit J – Phase 3 Lots 2114, 2115, 2116, 2117, 2118, 2119, 2120 & Tract J-E” dated October 09, 2023. The subject request involves a Final Plat of Unit J within the existing Toll at Prasada development (AKA Sterling Grove). The proposed Final Plat proposes lot line adjustments for lots 2114-2120 and the relocation of Tract J-E to align with the recent sewer line improvements. This replat does not proposed any changes to the existing lot count, density, or open space calculations of Unit J.

UTILITY AND SERVICES TABLE:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

98 **CONFORMANCE WITH ADOPTED PLANS:**

99
100 The proposed Final Plat was reviewed against the goals, policies, recommendations, and
101 guidelines of the City of Surprise General Plan 2035. The proposed Final Plat is consistent
102 with the General Plan in some of the following ways:
103

104 This project is located within the Neighborhood Character Area of the General Plan. The
105 proposed plat adheres to the design guidelines of the Character Area which allows for
106 residential development
107

108 This project maintains compatibility with the quality of existing land uses in the
109 surrounding area in that it continues the residential development pattern established in
110 the vicinity of this parcel.
111

112 **REVIEWING AGENCIES:**

113
114 In addition to the standard City reviewing agencies, Luke Air Force Base, Maricopa Water
115 District, and the Maricopa County Department of Transportation were included in the routing
116 of this request. None of the reviewing agencies indicated any concerns over the request.
117

118 **SUMMARY:**

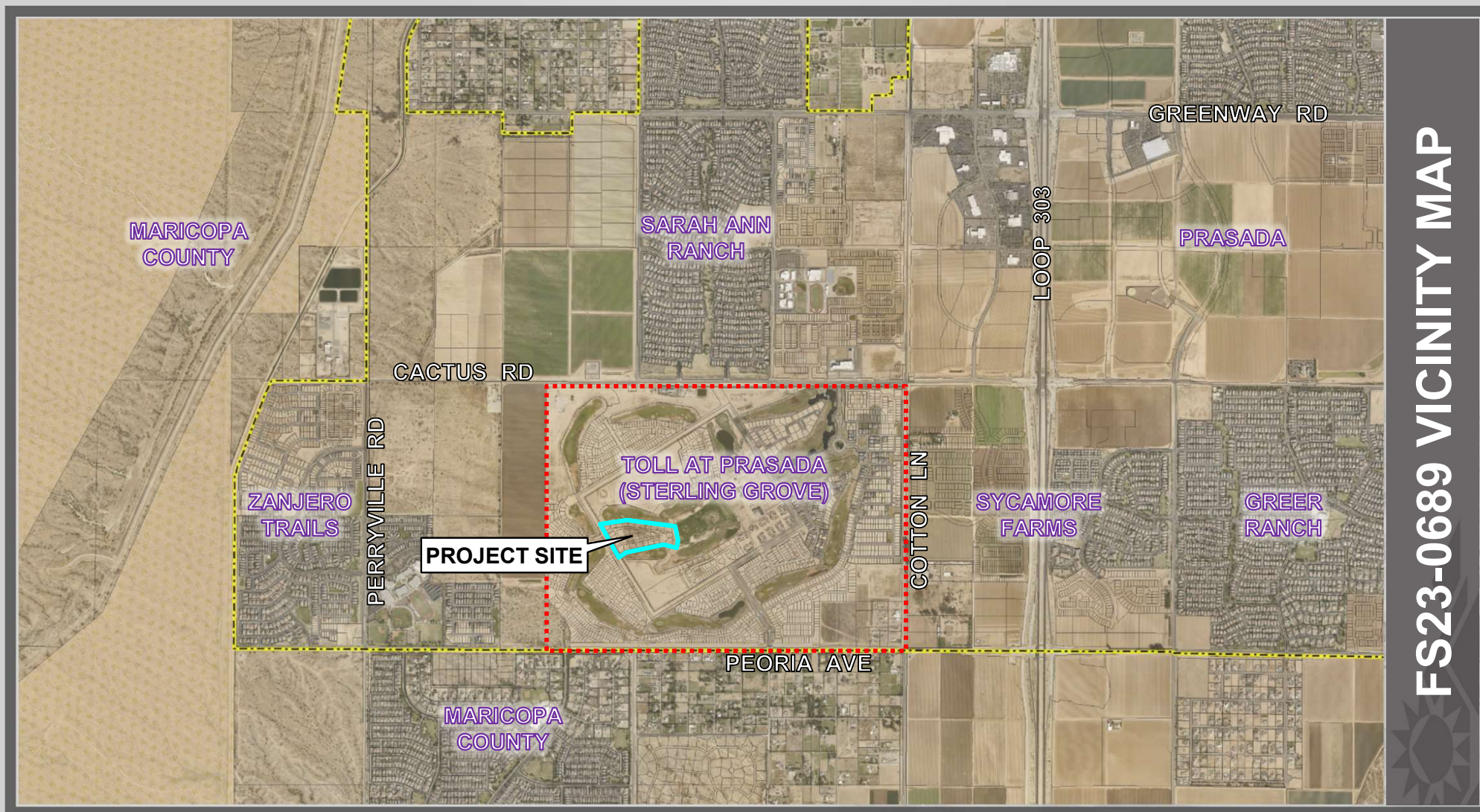
119
120 Staff concludes the subject Final Plat is consistent with the Prasada PAD and the applicable
121 requirements of the City of Surprise Land Development Ordinance. All city reviewing
122 departments have reviewed the request and expressed no concerns.
123

124 **FINDINGS:**

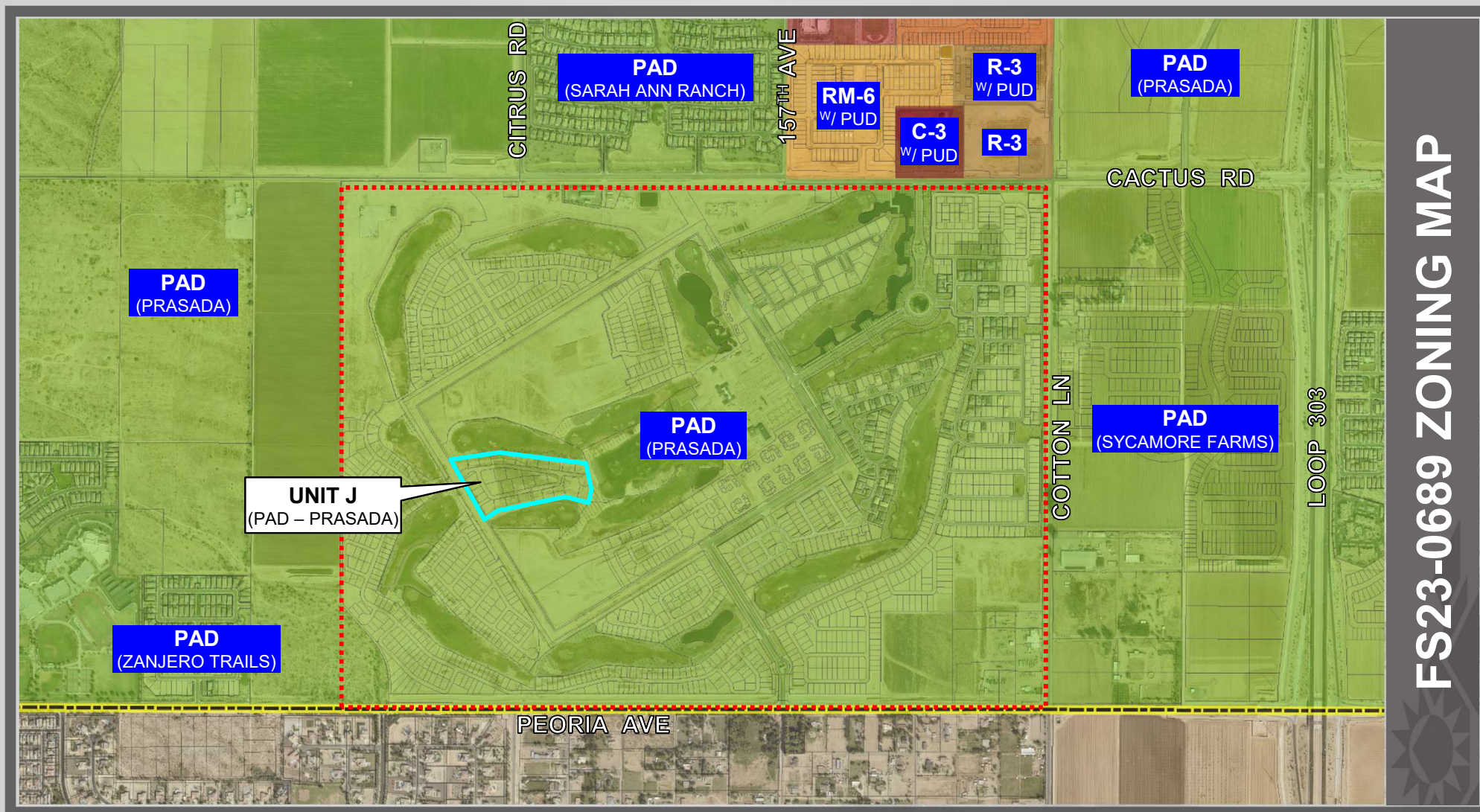
- 125
126
 - The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - The proposed Final Plat is consistent with the Prasada PAD.
 - The reviewing agencies have indicated no objections.
129

130 **ATTACHMENTS:**

131 01 Vicinity Map
132 02 Zoning Map
133 03 Final Plat
134 04 Luke AFB Letter
135 PowerPoint



FS23-0689 VICINITY MAP



FS23-0689 ZONING MAP

Oct 10, 2023 2:34pm S:\Projects\2016\16-339\Legal Survey\Draws\Final Plots\Phase 3\Unit J - Lot Line Adjustment\16-339 - Unit J - Plot.dwg
taro.tontomis

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "OWNER", HAS SUBDIVIDED UNDER THE NAME TOLL AT PRASADA, UNIT J – PHASE 3 LOTS 2114, 2115, 2116, 2117, 2118, 2119, 2120 & TRACT J–E, BEING A RE–PLAT OF TOLL AT PRASADA, UNIT J – PHASE 3 LOTS 2114, 2115, 2116, 2117, 2118, 2119, 2120 & TRACT J–E, AS RECORDED IN BOOK 1714 OF MAPS, PAGE 44, M.C.R., SITUATED IN PORTIONS OF SECTIONS SECTIONS 22 AND 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN MARICOPA COUNTY, ARIZONA, BEING A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 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 TOLL AT PRASADA, UNIT J – PHASE 3 LOTS 2114, 2115, 2116, 2117, 2118, 2119, 2120 & TRACT J–E AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS APPLICABLE: SEWER LINES AND MANHOLES, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE SEWER LINES AND MANHOLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES AND EMERGENCY VEHICLES.

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

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

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

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.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON–EXCLUSIVE PUBLIC UTILITY ACCESS IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PRIVATE STREET TRACTS.

TRACT "J–E" IS NOT DEDICATED TO THE PUBLIC, BUT IS PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING SAID TRACTS.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED ITS CORPORATE NAMES TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2023.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____

FINAL RE-PLAT
Toll at Prasada, Unit J - Phase 3 Lots 2114, 2115, 2116, 2117, 2118, 2119, 2120 & Tract J-E
BEING A RE–PLAT OF Toll at Prasada, Unit J – Phase 3
Lots 2114, 2115, 2116, 2117, 2118, 2119, 2120 & Tract J–E
AS RECORDED IN BOOK 1714 OF MAPS, PAGE 44, M.C.R.,
SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22 AND
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23,
TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER’S PREDECESSOR, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WESTCOR/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE–ANNEXATION/ DEVELOPMENT AGREEMENT DATED SEPTEMBER 12, 2006 ("AGREEMENT") WITH CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 19, 2066, AT THE MARICOPA COUNTY RECORDER’S OFFICE AT DOCUMENT NO. 20061238109. AGREEMENT WAS RECENTLY AMENDED AND RECORDED ON JULY 20, 2018, AT THE MARICOPA COUNTY RECORDER’S OFFICE DOCUMENT NO. 20180551464. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER’S OFFICE ON APRIL 9, 1997, UNDER DOCKET NO. 97–0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY’S PUBLIC RIGHTS–OF–WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA

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

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

PUBLIC NOTICE

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

RELEASE OF LIABILITY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND 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 AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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.

EPCOR PLAT DEDICATION

EXCEPT AS TO ANY AREAS SUBJECT TO THE EASEMENT OR EASEMENTS GRANTED TO MARICOPA WATER DISTRICT, AS DEPICTED ON THIS PLAT AND RECORDED IN THE OFFICE OF THE RECORDER, MARICOPA COUNTY, ARIZONA, A PERPETUAL WATER EASEMENT AS DESCRIBED IN THIS PLAT IS GRANTED TO EPCOR WATER ARIZONA INC., AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY "GRANTEE"), TO CONSTRUCT, OPERATE, AND MAINTAIN WATER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES, TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

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.

GENERAL NOTES

1. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
2. NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
3. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1655L, 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.
4. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNER’S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
5. 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.
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. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS’ ASSOCIATION FORMED BY THE OWNER.
8. 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 HOMEOWNERS’ ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
9. ZONING OF THE PROPERTY IS PER SURPRISE ZONING CASE FS17–587 OR AS SUBSEQUENTLY AMENDED.
10. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED UNDER CITY OF SURPRISE CASE FS21–331.

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 2114–2120 (7 LOTS)	91,044	2.0901
TRACT J–E (1 TRACT)	3,300	0.0758
GROSS AREA	94,344	2.1659

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27–701007.0000
CERTIFICATE NUMBER

11/14/2018
DATE

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, BEING SOUTH 89°59'55" WEST AS MEASURED AND BEING SOUTH 89°59'47" WEST AS SHOWN ON MARICOPA COUNTY GDACS SURVEY RECORDED IN BOOK 661, PAGE 18, MARICOPA COUNTY RECORDS.

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER ENTERED INTO THE TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED JANUARY 2, 2019 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON JANUARY 3, 2019, AT THE MARICOPA COUNTY RECORDERS’ OFFICE AT 2019–0002436. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD’S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD’S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF TOLL PRASADA LLC, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2023.

MARICOPA COUNTY MUNICIPAL WATER ATTEST:
CONSERVATION DISTRICT NUMBER ONE,
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA

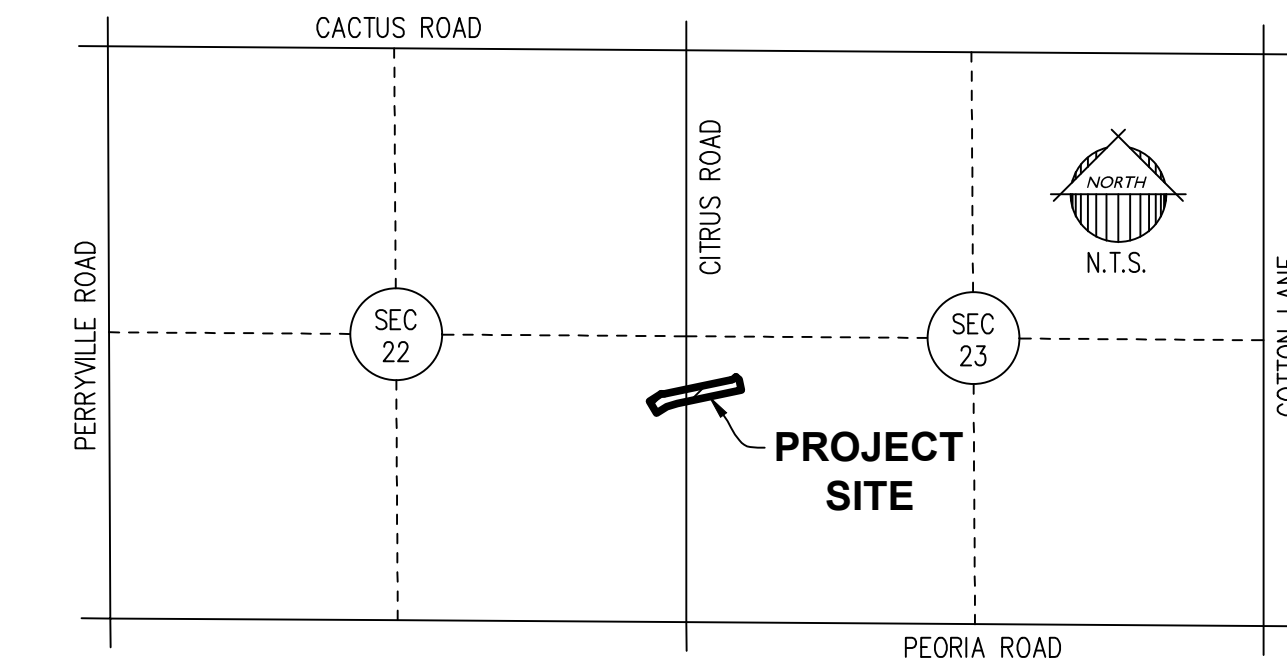
BY: _____ BY: _____
CHRISTINE CAIN GLEN VORTHERMS

ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____



VICINITY MAP

OWNER/DEVELOPER

TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (602) 999–5684
CONTACT: AARON INSCO

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)–503–2250
FAX: (480)–503–2258
CONTACT: JAMES ROGERS, P.E.

SHEET INDEX

- | | |
|---|--|
| 1 | COVER SHEET |
| 2 | LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE, LINE TABLE, LEGAL DESCRIPTION & FINAL PLAT PLAN SHEET |

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT STERLING GROVE COMMUNITY ASSOCIATION, INC., AN ARIZONA NON–PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "TOLL AT PRASADA, UNIT J – PHASE 3 LOTS 2114, 2115, 2116, 2117, 2118, 2119, 2120 & TRACT J–E" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, STERLING GROVE COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2023.

STERLING GROVE COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON–PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2023, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS _____ DAY OF _____, 2023.

ATTEST: _____

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON, RLS 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503–2250
FAX: (480) 503–2258

DATE OF PREPARATION: 04/13/22 (REVISED APRIL 29, 2022, REVISED JULY 11, 2022, REVISED JULY 11, 2023 & REVISED OCTOBER 10, 2023)

1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project:
Toll at Prasada, Unit J - Phase 3 Lots
2114, 2115, 2116, 2117, 2118, 2119, 2120 & Tract J-E
SURPRISE, ARIZONA

FINAL RE-PLAT

Revisions:

Designer: RAI
Drawn by: TJP

Job No.
16-339
FP01
Sheet No.
1
of 2

CASE NUMBER: FS23-0689

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR AT THE SOUTHWEST CORNER OF SAID SECTION 23, FROM WHICH A PIPE AT THE SOUTH QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2644.60 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST, 490.54 FEET TO A POINT ON SAID SOUTH LINE;

THENCE, DEPARTING SAID SOUTH LINE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 2126.03 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 78 DEGREES 07 MINUTES 27 SECONDS WEST, 600.00 FEET;

THENCE SOUTH 73 DEGREES 09 MINUTES 16 SECONDS WEST, 100.49 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 110.00 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 126.66 FEET;

THENCE NORTH 58 DEGREES 25 MINUTES 06 SECONDS EAST, 126.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, FROM WHICH THE RADIUS POINT BEARS NORTH 14 DEGREES 25 MINUTES 43 SECONDS EAST A DISTANCE OF 60.00 FEET;

THENCE EASTERLY 27.55 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26 DEGREES 18 MINUTES 16 SECONDS;

THENCE NORTH 78 DEGREES 07 MINUTES 27 SECONDS EAST, 631.52 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 60.00 FEET;

THENCE NORTHEASTERLY 48.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 18 MINUTES 57 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 51 DEGREES 41 MINUTES 35 SECONDS EAST, 39.79 FEET;

THENCE SOUTH 11 DEGREES 52 MINUTES 33 SECONDS EAST, 98.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.1659 ACRES, MORE OR LESS.

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
J-E	LANDSCAPE, OPEN SPACE, SEWER EASEMENT & ** PUBLIC UTILITY EASEMENT	3,300	0.0758

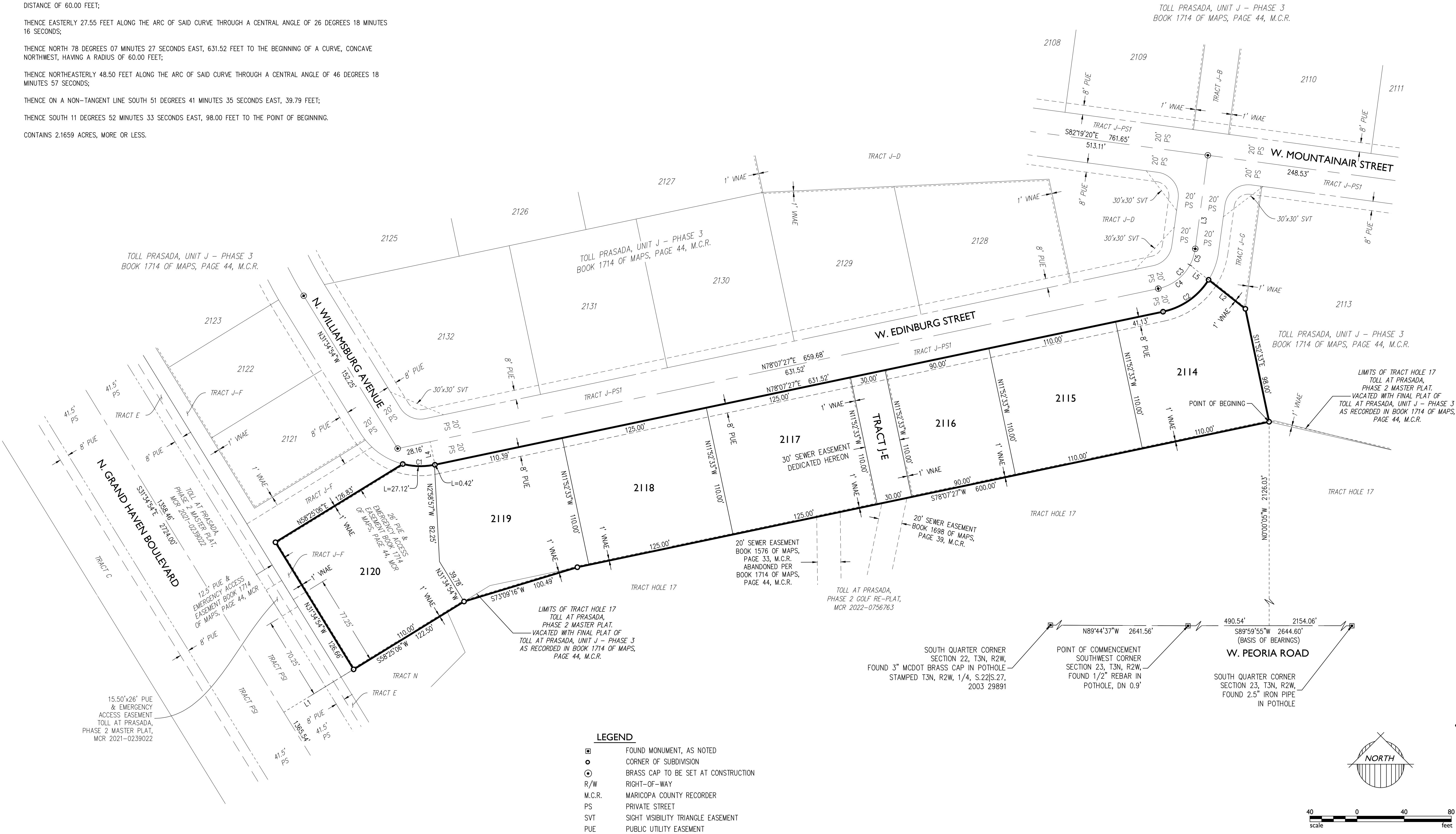
NOTES

- COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS, AND/OR AMENITIES.
- SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
- ** THE EASEMENTS LISTED ABOVE (SHOWN WITH AN ASTERIK **) ONLY AFFECT A PORTION OF THE TRACT WITH WHICH THEY ARE LISTED, AND ARE FULLY DELINEATED WITHIN THE PLAT. OTHER "USES" LISTED ABOVE ARE COMMON AREA.

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	CATEGORY
2114	12,433	0.2854	D2
2115	12,100	0.2778	D2
2116	9,900	0.2273	D2
2117	13,750	0.3157	D2
2118	13,750	0.3157	D2
2119	13,373	0.3070	D2
2120	15,739	0.3613	D2

LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°25'06"W	69.50'
L2	S51°41'35"E	39.79'
L3	N07°40'40"E	80.15'
L4	N11°52'33"W	20.00'
L5	N51°41'35"W	20.20'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	27.55'	60.00'	26°18'16"	14.02'	27.30'	S88°43'25"E
C2	48.50'	60.00'	46°18'57"	25.66'	47.19'	N54°57'59"E
C3	49.18'	40.00'	70°26'47"	28.24'	46.14'	N42°54'04"E
C4	34.62'	40.00'	49°35'30"	18.48'	33.55'	N53°19'42"E
C5	14.56'	40.00'	20°51'17"	7.36'	14.48'	N18°06'19"E



LEGEND

- FOUND MONUMENT, AS NOTED
- CORNER OF SUBDIVISION
- BRASS CAP TO BE SET AT CONSTRUCTION
- R/W RIGHT-OF-WAY
- M.C.R. MARICOPA COUNTY RECORDER
- PS PRIVATE STREET
- SVT SIGHT VISIBILITY TRIANGLE EASEMENT
- PUE PUBLIC UTILITY EASEMENT

1130 N Alma School Rd., Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EPS GROUP

Project:
Toll at Prasada, Unit J - Phase 3 Lots
2114, 2115, 2116, 2117, 2118, 2119, 2120 & Tract J-E
SURPRISE, ARIZONA

Revisions:

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Designer: RAJ
Drawn by: TJF

REGISTERED LAND SURVEYOR
37495
ROBERT A. JOHNSTON
State of Arizona
Exp. 12/31/2025

Job No.
16-339

FP02

Sheet No.
2
of 2

CASE NUMBER: FS23-0689

Page 106 of 704

Tanner Wessel

From: RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahm@us.af.mil>
Sent: Friday, September 1, 2023 9:49 AM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS23-0689 Toll at Prasada Unit J Replat - New Digital Submittal 08.25.23

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Good morning Ms. Flores,

Thank you for the opportunity to provide comments on the re-plat application for Toll at Prasada Unit J. The proposed shifts 7 lots to the east to account for the actual location of an existing sewer line. The site falls approximately 2.75 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

It does not appear that the parcel numbers in this application have been listed correctly. However, as described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights per day. We have a strong notification program on the part of the county to inform the future tenant(s) about Luke AFB operations.

Respectfully,

Jenn Rahn

Senior Planner, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Friday, August 25, 2023 7:25 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Gregory McDowell (MCDOT) <Gregory.McDowell@maricopa.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahm@us.af.mil>; Jerome Choy (ADOT) <jchoy@azdot.gov>; John Willett (City of Buckeye) <jwillett@buckeyeaz.gov>; Jorge Gastelum (City of El Mirage) <jgastelum@cityofelmirage.org>; Judy Lopez - Beardsley Water Company <managefnm365@aol.com>; Kevin Shipman

<kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOTPlanning@maricopa.gov (MCDOT) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>

Cc: Tierney Farago <Tierney.Farago@surpriseaz.gov>

Subject: [Non-DoD Source] FS23-0689 Toll at Prasada Unit J Replat - New Digital Submittal 08.25.23

Good morning,

Attached please find the **application**, **narrative**, and **final plat (replat)** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores

Planning Project Coordinator

City of Surprise | Community Development

16000 N Civic Center Plz | Surprise AZ 85374

(623) 222-3244 Direct

***Effective 6/26/23, we are now using Camino (<https://app.oncamino.com/surprise-az/login>) for ALL submittals.**

***Please note effective August 3, 2022, we will be adding a 2-business day out-processing for ALL notices**

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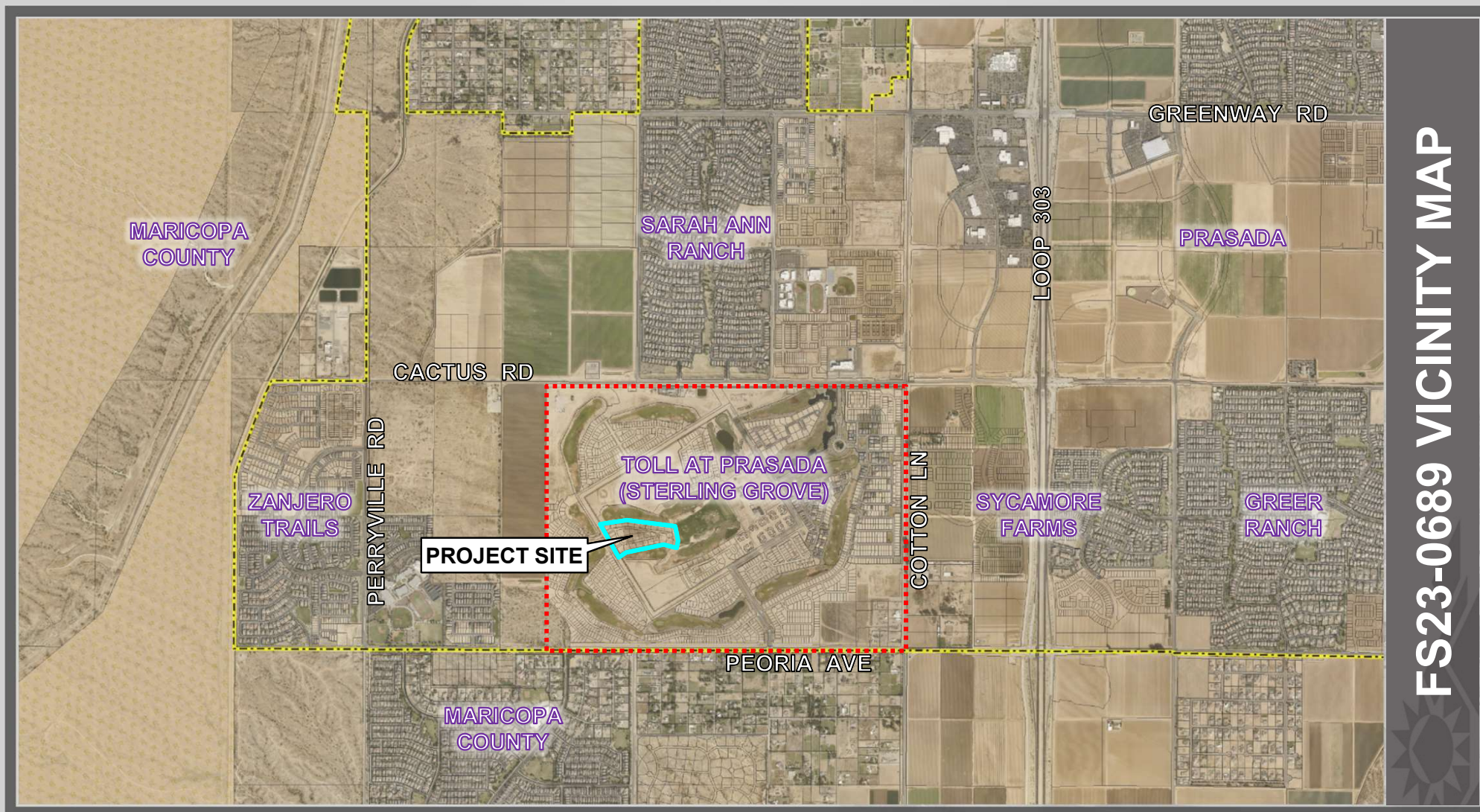


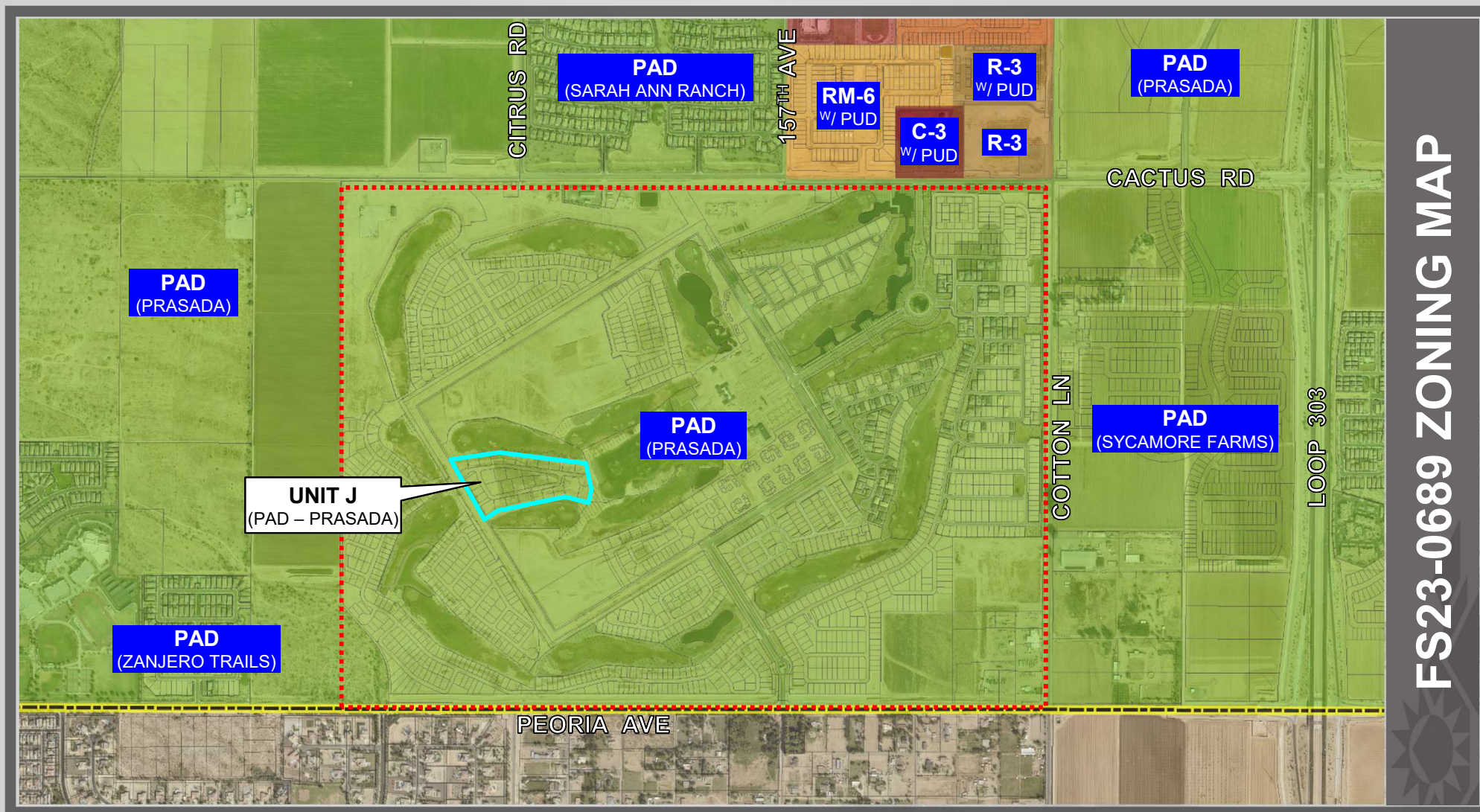
FS23-0689

Toll at Prasada Unit J

Replat

City Council
November 21, 2023





FS23-0689 ZONING MAP

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development

April 17, 2018: The City Council approved the original Preliminary Plat for Toll at Prasada under case FS17-394

January 15, 2019: The City Council approved the Final Plat for Toll at Prasada Phase I infrastructure under case FS18-290

August 6, 2019: The City Council approved the Final Plat for Toll at Prasada Phase 2 Infrastructure under case FS19-061

November 2, 2021: Planning and Zoning Commission approved the Preliminary Plat for Toll at Prasada Unit R under case FS21-331

February 1, 2022: The City Council approved the Final Plat for Unit J under case FS21-757

January 17, 2023: The City Council approved a Replat for Unit J under case FS22-0742

August 24, 2023: The applicant submitted an application for a replat of Unit J under the subject case FS23-0689



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Rancho Mercado Parcel A9-A10”, located east of 147th Avenue, south of San Ysidro Road, and north of Beardsley Canal; Case FS23-0583.

Motion:

I move to approve the Final Plat entitled, “Rancho Mercado Parcel A9-A10”.

Background:

The subject involves a Final Plat for Rancho Mercado Parcels A9 & A10. The proposed Final Plat will reconfigure lot lines for two (2) parcels and one (1) tract. The parcels are located east of 147th Avenue, south of San Ysidro Road (currently under construction) and north of the Beardsley Canal. The parcels are zoned Rancho Mercado Planned Area Development (PAD) and the underlying zoning for Parcels A9 and A10 is Recreational Open Space (ROS)/Park and Education, respectively.

Objective Analysis:

The subject Final Plat meets the requirements of the Rancho Mercado PAD, in addition to other requirements as set forth in the Land Development Ordinance (LDO). All reviewing city departments as well as outside agencies have reviewed the request and expressed no concerns.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports both commercial and residential development.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS23-0583 Rancho Mercado Parcels A9 & A10 - Staff Report
 2. 01 - FS23-0583 Rancho Mercado A9 & A10 Final Plat - Vicinity Map
 3. 02 - FS23-0583 Rancho Mercado A9 & A10 Final Plat - Zoning Map
 4. 03 - FS23-0583 Rancho Mercado A9 & A10 Final Plat - Final Plat
 5. 04 - FS23-0583 Rancho Mercado A9 & A10 Final Plat - Final Plat Exhibit
 6. FS23-0583 Rancho Mercado A9 & A10 Final Plat - CC Presentation
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0583

Project Name: Rancho Mercado Parcels A9 & A10 – Final Plat

Council District: 1 - Acacia

City Council Date: November 21, 2023

Planner: Chris Sexton, Planner II

Owner: William Lyon Homes, Inc

Applicant: Julia Turpin, Atwell Group

Request: Final Plat to reconfigure lot lines and subdivide into two (2) parcels

Site Location: Located east of 147th Avenue, south of San Ysidro Road and north of Beardsley Canal.

Site Size: 26.19 gross acres (approx.)

General Plan

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

Findings:

- The proposed Final Plat is consistent with the General Plan 2035.
- The proposed Final Plat is consistent with the Rancho Mercado Planned Area Development.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

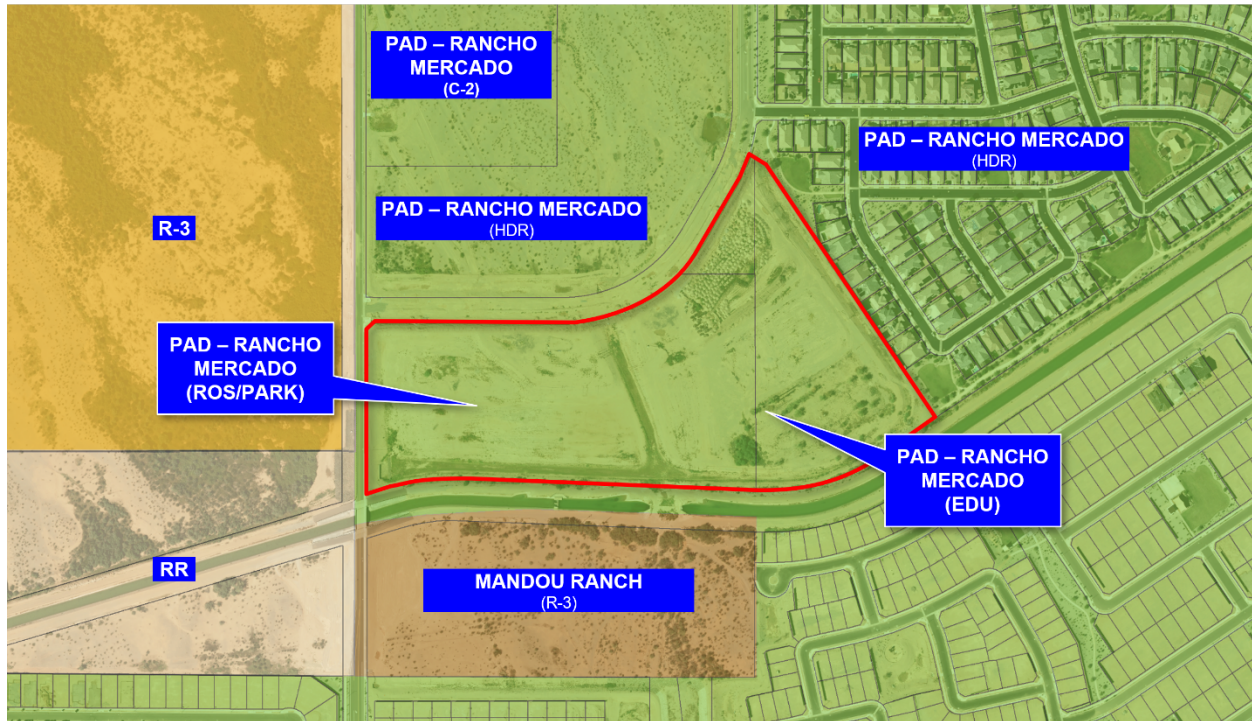
PROJECT DESCRIPTION:

The subject involves a Final Plat for Rancho Mercado Parcels A9 & A10. The proposed Final Plat will reconfigure property lines and create two (2) lots and one (1) tract totaling 26.19 acres. Parcel A9 has an underlying zoning of Recreational Open Space (ROS)/Park and Parcel A10 has an underlying zoning of Education within the Rancho Mercado Planned Area Development (PAD).

Parcel A9 is one of three (3) neighborhood park sites and Parcel A10 is one of two (2) school sites located in the Rancho Mercado community. The school is located immediately adjacent to the park to provide additional open space and a recreation benefit to both students and residents.

SURROUNDING LAND ZONING:

The following map depicts the existing zoning of the subject site and its surrounds:



Residential High Density (R-3)	Rancho Mercado PAD (HDR)	Rancho Mercado PAD (HDR)
Rural Residential (RR)	Rancho Mercado PAD (ROS/PARK & EDUCATION)	Rancho Mercado PAD (HDR)
Rural Residential (RR)	Mandou Ranch (R-3)	Rancho Mercado PAD (HDR)

BACKGROUND:

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

November 10, 2007: The parcel was annexed into the City under Ordinance 07-47.

October 11, 2007: The City Council approved the Rancho Mercado PAD under case PAD06-276.

December 7, 2010: Staff approved a Minor PAD Amendment under case FS10-210.

April 16, 2021: Staff approved a Minor PAD Amendment under case FS21-112.

June 12, 2023: A Concept Review Waiver was approved.

July 13, 2023: The project was submitted under case FS23-0583.

ANALYSIS AND DISCUSSION:

The Atwell Group, on behalf of William Lyon Homes, requests approval of a Final Plat entitled “Final Plat of Rancho Mercado Parcel A9-A10” dated October 2023. The 26.19 gross acres parcel is zoned Rancho Mercado Planned Area Development (PAD) and is generally located east of 147th Avenue, south of San Ysidro Road and north of Beardsley Canal. This proposed Final Plat will reconfigure lot lines for two (2) parcel and one (1) tract. The result will be two parcels and one tract totaling 26.19 gross acres.

The approximate area for each parcel is shown below:

- Parcel A9 – 11.46 acres
- Parcel A10 – 11.60 acres
- Tract A – 3.13 acres

In addition, San Ysidro Road, currently under construction, was previously dedicated under a Map of Dedication (MOD). Tract A is dedicating a 1-foot vehicular non-access easement (VNAE) along the northerly and westerly portion of the tract.

Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Dysart Unified

Conformance with Adopted Plans:

The proposed Final Plat was reviewed against the goals, policies, recommendations, and guidelines of the City of Surprise General Plan 2035. The proposed Final Plat is consistent with the General Plan in some of the following ways:

This project is located within the Neighborhood Character Area of the General Plan. The proposed lot split adheres to the design guidelines of the Character Area which allows for recreational open space and a school.

This project maintains compatibility with the quality of existing land uses in the surrounding area in that it continues the Neighborhood development pattern established in the vicinity of this parcel.

Reviewing Agencies:

The request was routed to internal and external agencies, who indicated no objections to the request.

Summary:

The subject Final Plat meets the requirements of the Rancho Mercado PAD. All City reviewing departments have reviewed the request and expressed no concerns.

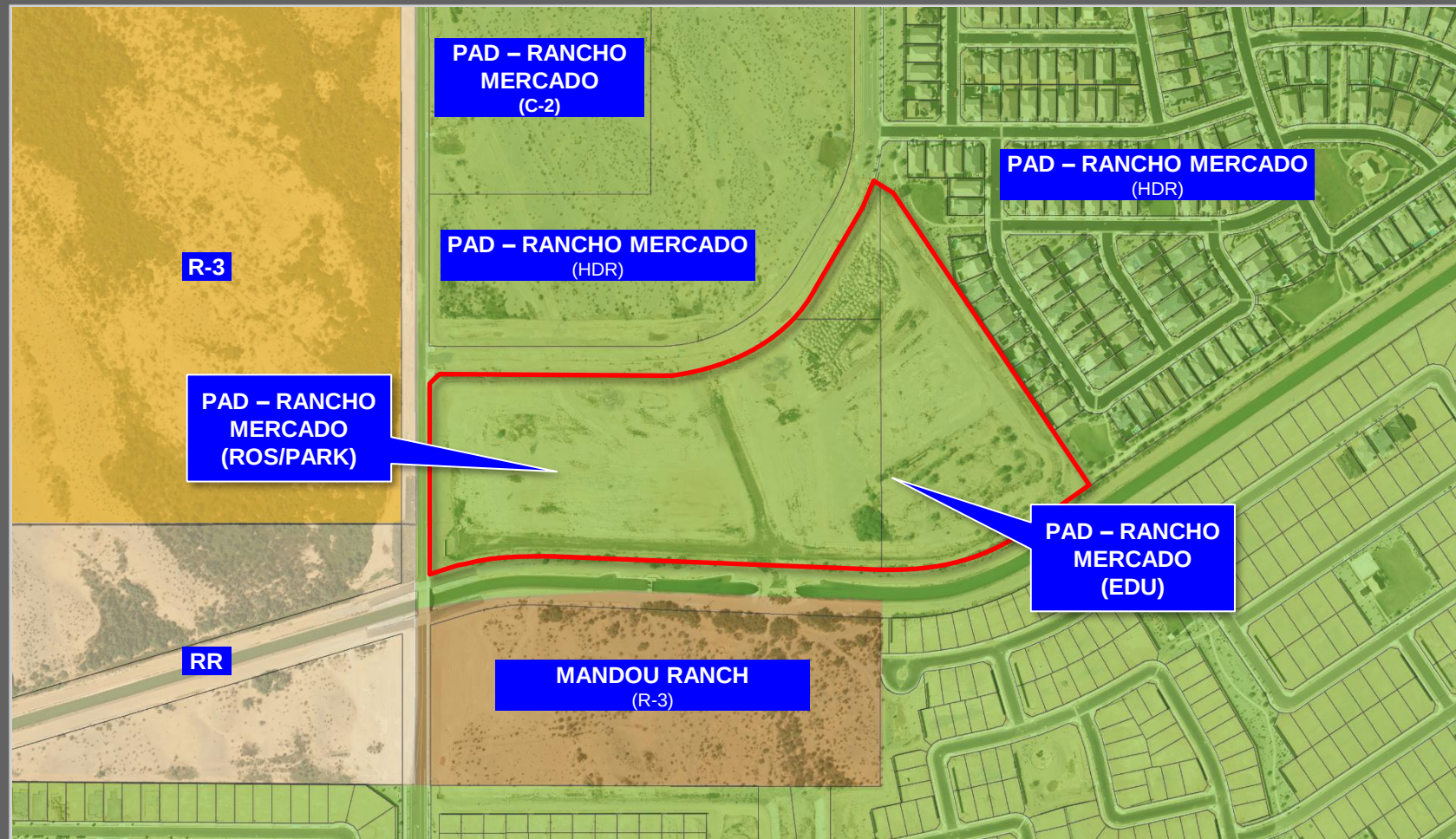
Findings:

- The proposed Final Plat is consistent with the General Plan 2035.
- The proposed Final Plat is consistent with the Rancho Mercado Planned Area Development.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Final Plat Exhibit
PPT





A PORTION OF THE NORTHWEST CORNER OF SECTION 9,
TOWNSHIP 4 NORTH, RANGE 1 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



RELEASE OF LIABILITY

- ## 100 YEAR ASSURED WATER SUPPLY LANGUAGE

GENERAL NOTES

- ## BASIS OF BEARING

SURVEYOR'S CERTIFICATION

FS22-0583

KNOW ALL PERSONS BY THESE PRESENTS:

- WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION.

BY: Y. A. A.

ITS: Vice President

STATE OF Arizona)
COUNTY OF Maricopa) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF November 2023,
BY Robert Johnson, THE Vice President OF WILLIAM LYON HOMES, INC.,
A CALIFORNIA CORPORATION, ON BEHALF OF THE COMPANY.

Kimberly H
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/16/24



AREA CALCULATIONS

PUBLIC NOTICE

 **ATWELL**
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

COUNTY: MARICOPA

SECTION: 0

10

1105

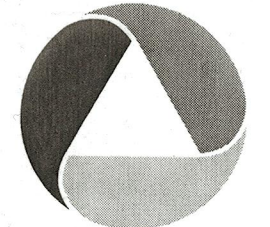
FINAL PI AT

RANCHO MERCADO
 PARCEL A9-A10

CITY OF SURPRISE, ARIZONA

NOVEMBER 2023

REVISIONS:



PM. J. SPRING

DR. R. GILES

JOB NO.

09001944

N.T.S.

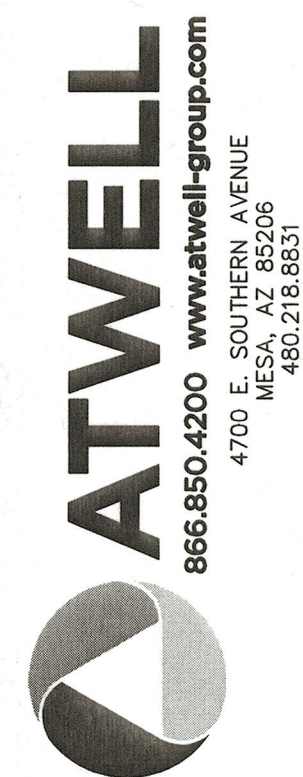
09001944 FP A9-A10-.D/MC

SHEET
NO.

1 OF 4



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°53'18"W	40.00'
L2	N45°01'30"E	28.22'
L3	S30°10'40"W	201.84'
L4	S58°13'10"E	63.65'
L5	S73°30'56"W	82.28'
L6	N64°06'56"W	37.67'
L7	N11°04'29"E	84.85'
L8	N56°04'29"E	103.99'
L9	N72°18'10"W	81.54'



COUNTY: MARICOPA

SECTION: 9

TOWNSHIP: 4 NORTH

RANGE: 1 WEST

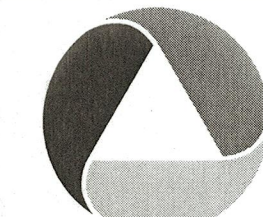
FINAL DI AT

RANCHO MERCADO
 PARCEL A9-A10

CITY OF SURPRISE, ARIZONA

NOVEMBER 2023

REVISIONS

**ATWELL**

PM. J. SPRING

DR.	R. GILES
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JOB NO.
09001944

SCALE	0	30
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SCALE 0 30

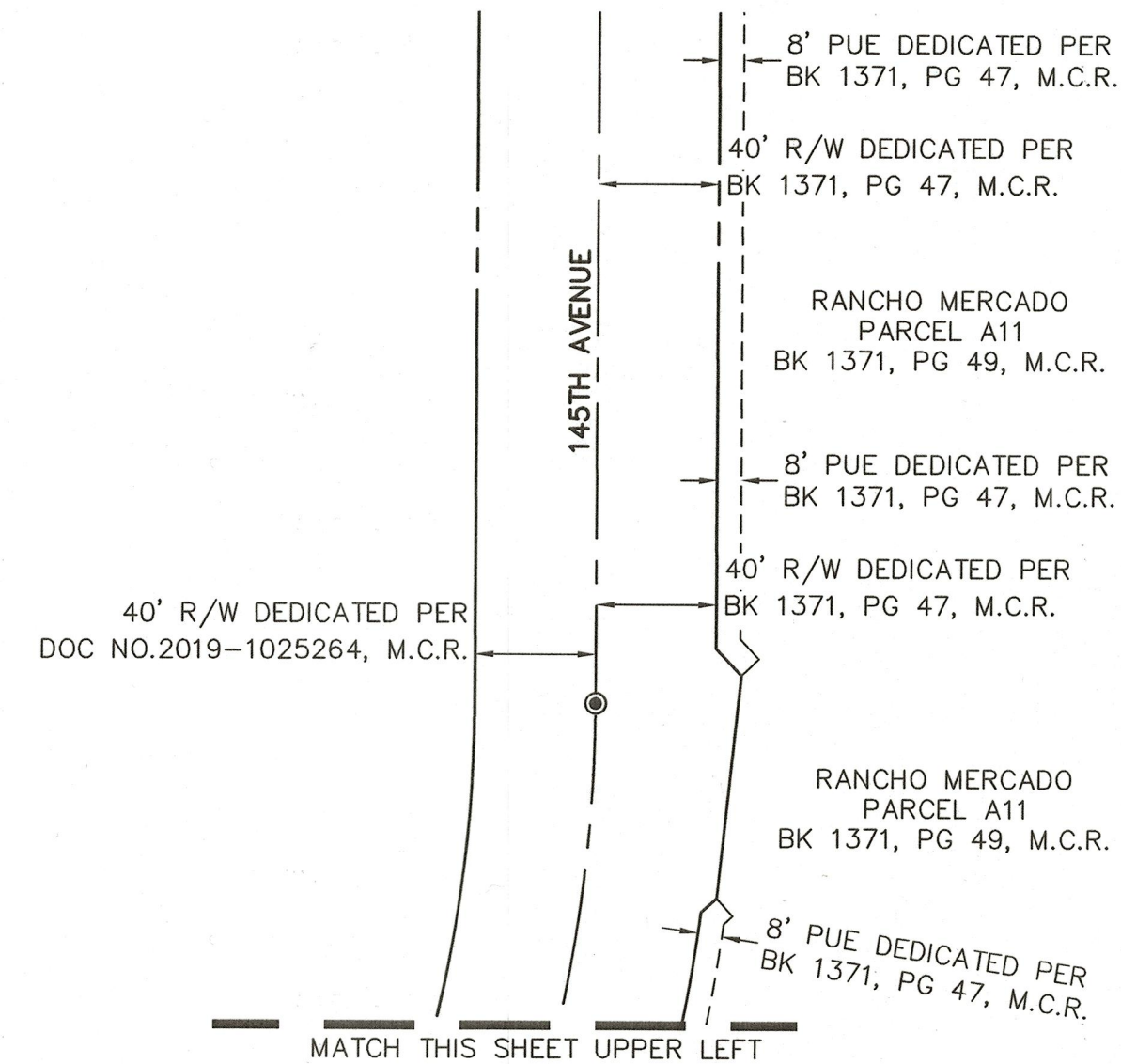

$$1'' = 60 \text{ P}$$

09001944 FP A9-A10-

SHEET

SHEET
NO. 3 OF 4

3 OF 4



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°53'18"W	40.00
L2	N45°01'30"E	28.22
L3	S30°10'40"W	201.84
L4	S58°13'10"E	63.65
L5	S73°30'56"W	82.28
L6	N64°06'56"W	37.67
L7	N11°04'29"E	84.85
L8	N56°04'29"E	103.95
L9	N72°18'10"W	81.54

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	565.33'	540.00'	059°59'02"



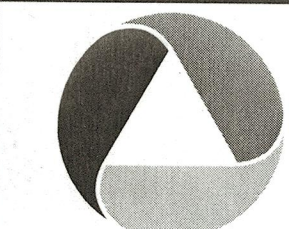
ATWELL
866.950.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.6831

COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
BRANCHO MERCADO
PARCEL A9-A10
CITY OF SURPRISE, ARIZONA

NOVEMBER 2023

REVISIONS:



ATWELL	
PM.	J. SPRING
DR.	R. GILES
JOB NO. 09001944	

SCALE 0 30 60
1" = 60 FEET

09001944 FP A9-A10-.DWG

SHEET
NO.

FS22-0583

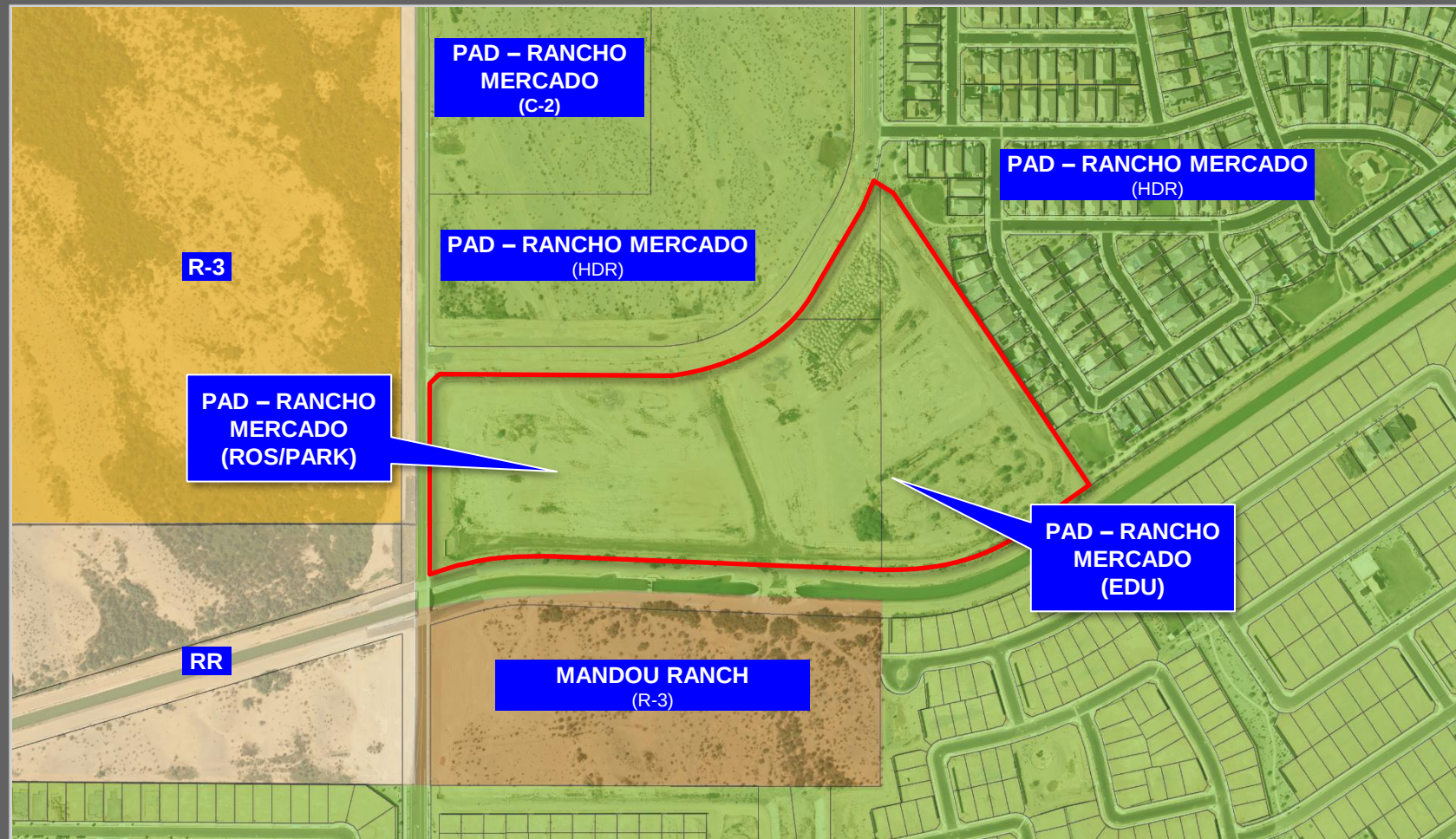




FS23-0583
Rancho Mercado Parcel A9 / A10
Final Plat

City Council
November 21, 2023





[illegible][illegible]

MSP HC SFR MERCADO LLC
APN 503-69-986

RANCHO MERCADO
PARCEL A11
BK 1371, PG 49, M.C.R.

SAN YSIDRO ROAD

L=565.33' R=540.00' D=058° 59' 02"

SAN YSIDRO ROAD L3

SAN YSIDRO ROAD L4

TRACT A

SEE SHEET 4

PARCEL A10

WFO 1.39" BEARDSLEY CANAL ROW AND LIMITED FEE TITLE PER FEDERAL GRANT 086584 BK 14, PG 35 & FEDERAL GRANT 06629 BK 24, PG 3 & BK 584, PG 19

TRACT A

SEE SHEET 3

PARCEL A9

LINE TABLE			
LINE #	DIRECTION	LENGTH	
L2	N45°01'30"E	28.22'	
L3	N30°10'40"E	201.84'	
L4	S58°13'10"E	63.65'	
L5	S73°30'56"W	82.28'	

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	116.42'	540.00'	012°21'08"
C2	227.37'	699.59'	018°37'17"

POINT OF BEGINNING

S89°50'18"E 621.18'

N00°06'42"W 546.73'

N87°51'47"W 996.28'

L=403.20' R=640.60' D=036° 03' 44"

S56°04'29"W 228.00'

[illegible][illegible]

MSP HC SFR MERCADO LLC
APN 503-69-986

RANCHO MERCADO
PARCEL A11
BK 1371, PG 49, M.C.R.

LINE TABLE			
LINE #	DIRECTION	LENGTH	
L2	N45°01'30"E	28.22'	
L3	N30°10'40"E	201.84'	
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L5	S73°30'56"W	82.28'	

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	116.42'	540.00'	012°21'08"
C2	227.37'	699.59'	018°37'17"

SEE SHEET 3

SEE SHEET 4

WMD 139' BEARDSLEY CANAL ROW AND LIMITED FEE TITLE PER FEDERAL GRANT 086584 BK 14, PG 35 & FEDERAL GRANT 06629 BK 24, PG 3 & BK 584, PG 19

[illegible]





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: Citywide

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget by moving budget authority in the amount of \$4,200 from General Contingency to the Victims' Rights Program (VRP) for acceptance of the grant; Resolution # 2023-171.

Motion:

I move to approve Resolution # 2023-171.

Background:

The City was awarded \$4,200 from the State of Arizona Office of Attorney General to be used for the Victims' Rights Program. The City of Surprise City Attorney Criminal Division, in its efforts to promote safety and wellness within the community, maintains a Victim Services Program. This program is designed to keep victims apprised of their rights during the pendency of the criminal proceedings and connect them with resources that may provide necessary support. The program relies heavily on grant funding to pay for supplies and other expenditures to carry out its function.

Objective Analysis:

Acceptance of these grant funds allows the City to continue the Victim Services Program in the Prosecutor's office.

Policy Compliant:

This grant acceptance is consistent with City Council's directive to identify and utilize all available sources of funding, including grants, to maintain, improve, and expand City programs which do not generate funds of their own. The budget amendment is necessary to comply with financial policies adopted by Council.

Financial Impact:

Acceptance of this item will result in a one-time expenditure in the amount of \$4,200 for general office supplies, printer supplies/toner, printing, mailing costs, and a printer mandated by state law. There is no city match required.

Budget Impact:

The FY24 adopted budget did not include this VRP grant, thus the movement of budget in the amount of \$4,200 from General Contingency to Project G13086 FY24 Victims' Rights Program is required. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Res 2023-171 Victims Rights Program
 2. VRP Award Agreement
-

RESOLUTION # 2023-171

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE CONTRACT BETWEEN THE CITY OF SURPRISE AND THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$4,200; AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$4,200 FROM GENERAL CONTINGENCY TO PROJECT G13086

WHEREAS, the State of Arizona Office of the Attorney General Victims' Rights Program (VRP) has awarded the City of Surprise \$4,200 in grant funding to support and offset the costs associated with the Victim Assistance Program mandated under victims' rights laws;

WHEREAS, the FY2024 budget was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, the budget authority for the grant award is not included as part of the FY2024 budget;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-171
Exhibit A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$4,200 from General Contingency to Project G13086 to support and offset the costs associated with the Victim Assistance Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	City Attorney	#G13086 FY24 Victims' Rights Program	E	-	4,200	4,200
Grants	City Attorney	#G13086 FY24 Victims' Rights Program	R	-	4,200	4,200
Contingency	General Operations	Contingency	E	77,694,400	(4,200)	77,690,200
Contingency	General Operations	Other	R	78,479,300	(4,200)	78,475,100
Expense Total				77,694,400	-	77,694,400
Revenue Total				78,479,300	-	78,479,300



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023

Contact Person: Michael Boule, ASST
DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource
Management

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment by moving budget authority of \$248,300 within the Sewer Utility Capital Fund from Contingency to Project A71020 Asset Replacement Machinery and Equipment; Resolution #2023-165.

Motion:

I move to approve Resolution #2023-165.

Background:

In partnership with a development adjacent to the South Water Reclamation Facility, the developer and the city will be replacing a portion of the City's existing chain-link fence with an 8' block wall. The developer will be paying for 75% of the costs, and the City will pay the remaining 25%. This budget amendment will allow the Wastewater Operation budget to recognize the revenue from the developer and add the City's contribution. The City's share is \$62,060.23 and the developers share is \$186,180.68 for a total project cost of \$248,240.90.

Objective Analysis:

Procuring a masonry wall at the SPA 1 Reclamation Facility will assist in securing the facility.

Policy Compliant:

This action is consistent with the City's Budget Amendment Policies and Procedures.

Financial Impact:

This resolution will increase the project one-time expense by \$248,300 in FY2024. and generate revenue of \$186,200. There will be a net impact of 62,100 to the Sewer Utility Capital Fund.

Budget Impact:

The FY2024 revised budget includes appropriation of \$3,354,800 in the Wastewater Asset Replacement Fund Replacement. If approved, this item will amend the FY2024 adopted budget by moving \$248,300 within the Sewer Utility Capital Fund from Contingency to Project A71020 Wastewater Asset

Replacement and \$186,200 from General Operations Contingency to Miscellaneous Revenue in Project A71020 Wastewater Asset Replacement. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

1. Final Res 2023-165 Budget Amendment CAAL Impact FY24 FINAL
-

RESOLUTION # 2023-165

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$248,300 WITHIN THE SEWER UTILITY CAPITAL FUND FROM CONTINGENCY TO PROJECT A71020 WASTEWATER ASSET REPLACEMENT AND \$186,200 FROM GENERAL OPERATIONS CONTINGENCY TO MISCELLANEOUS REVENUE IN PROJECT A71020 WASTEWATER ASSET REPLACEMENT WITHIN THE SEWER UTILITY CAPITAL FUND TO ESTABLISH A BUDGET FOR THE CONSTRUCTION OF THE SPA 1 RECLAMATION FACILITY SOUTH PERIMETER WALL.

WHEREAS, the FY2024 budget was adopted including funding for project A71020 Asset Replacement Wastewater in the amount of \$3,438,200 in the Sewer Utility Capital fund;

WHEREAS, additional budget authority in the amount of \$248,300 is needed for construction of the SPA 1 south perimeter wall;

WHEREAS, \$186,200 will be reimbursed by the developer adjacent to the property;

WHEREAS, the FY2024 budget, including the FY2024 Contract Awarding Authority List, was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, this action will necessitate a budget amendment;

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

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.

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023, through June 30, 2024.

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-165**Exhibit A**

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$248,300 within the Sewer Utility Capital Fund from Contingency to project A71020 Wastewater Asset Replacement and \$186,200 from General Operations Contingency to Miscellaneous Revenue in project A71020 Wastewater Asset Replacement within the Sewer Utility Capital fund to establish a budget for the construction of the SPA 1 Reclamation Facility south perimeter wall. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Utility Capital	General Operations	Contingency	E	534,300	(248,300)	286,000
Sewer Utility Capital	Water Resource Management	#A71020 Asset Repl_Wastewater	E	3,354,800	248,300	3,603,100
Contingency	General Operations	Other	R	76,023,100	(186,200)	75,836,900
Sewer Utility Capital	Water Resource Management	Other	R	-	186,200	186,200
Expense Total				3,889,100	-	3,889,100
Revenue Total				76,023,100	-	76,023,100



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: Citywide

Consent: Yes	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to participation in the proposed settlements reached with defendants 3M and DuPont in the *In Re: Aqueous Film-Forming Foams Products Liability Litigation* captioned lawsuit pending in the multi-district litigation in the United States District Court of South Carolina.

Motion:

I move to authorize the city's participation in the two settlement agreements reached with defendants 3M and Dupont in the AFFF Multi-district litigation.

Background:

Settlements have been reached with 3M and DuPont in the pending Aqueous Film Forming Foam (AFFF) multi-district litigation in the United States District Court for the District of South Carolina. The Settlements provide that 3M will pay not less than 10.5, and not more than 12.5 billion dollars, and DuPont will pay 1.185 billion dollars, respectively, to settle claims brought by public water systems for PFAS contamination of drinking water. Members of the settlement class, which generally include all public water systems as defined in the settlement agreements, may opt out of the settlements.

The City of Surprise, which maintains two active public water systems, is currently not litigating claims against manufactures of PFAS chemicals. On-going testing of city drinking water sources have indicated PFAS levels of non-detect as of July 2023.

Objective Analysis:

Participation in the settlement agreements enables the City of Surprise to submit certain claims against certain settlement funds up until December 31, 2030, under the terms of the settlement agreements. By participating in the settlement agreements, the City of Surprise will be bound by the terms of the settlement agreements and precluded from pursuing claims through litigation against 3M and Dupont for claims within the scope of the release as defined in the settlement agreements.

Policy Compliant:

The Surprise Municipal Code, as well as policy and practice, place settlement decisions of this type solely within the purview and discretion of City Council.

Financial Impact:

The settlements will provide reimbursement for water source testing, starting in FY2024. The agreements provide for up to \$800 and \$200 [DuPont] per test per source. It is estimated the city would test 24 water sources at an approximate cost of \$400 per test, for a total reimbursement of approximately \$9,600.

Any future payouts from the settlements are based on a formula taking into consideration the above water source testing results and other factors, such as flow rates and volume of water at the sources. The first payments the City would be entitled to, if any, would not occur until April 2027 (FY2027) at the earliest.

Budget Impact:

At this time, the first settlement payments the City would be entitled to, if any, would be received in FY2027. The Legal, Water Resource Management, and Finance departments will work together to determine future budget impacts as a result of the settlements.

FTE Impact:

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

ATTACHMENTS:

1. 3M-Settlement-Agreement-as-amended
 2. DuPont Settlement Agreement (002)
 3. 23.11.13 Water Quality Memo (002)
-

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

**IN RE: AQUEOUS FILM-FORMING
FOAMS PRODUCTS LIABILITY
LITIGATION**

MDL No. 2:18-mn-2873-RMG

This Document relates to:

City of Camden, et al., v. 3M Company,
No. 2:23-cv-~~XXXX~~03147-RMG

**SETTLEMENT AGREEMENT BETWEEN
PUBLIC WATER SYSTEMS AND 3M COMPANY**

This Settlement Agreement (including its Exhibits) is entered into, subject to Final Approval of the Court, as of ~~June~~ August 28, 2023, by and among the Class Representatives and 3M.

1. RECITALS

- 1.1. WHEREAS, Congress enacted the Safe Drinking Water Act (“SDWA”), 42 U.S.C. §§ 300f to 300j-27, to help ensure that the public is provided with safe Drinking Water, and the SDWA or other federal or state regulations may require Public Water Systems to monitor and treat their water supplies;
- 1.2. WHEREAS, this Settlement Agreement is intended to address Public Water Systems’ Claims regarding alleged PFAS-related harm to Drinking Water and associated financial burdens, including Public Water Systems’ potential costs of monitoring, treating, or remediating PFAS in Drinking Water;
- 1.3. WHEREAS, Class Members are Public Water Systems that have asserted or could assert potential Claims against 3M related to PFAS in water supplies;
- 1.4. WHEREAS, Interim Class Counsel and 3M’s Counsel have engaged in extensive, arm’s-length negotiations, and have—subject to the Final Approval of the Court as provided for herein—reached an agreement to settle and release Class Members’ PFAS-related Claims against 3M in exchange for payment and subject to the terms and conditions set forth below;
- 1.5. WHEREAS, Class Representatives and Interim Class Counsel have concluded—after a thorough investigation and after carefully considering the relevant circumstances, including the Claims asserted, the legal and factual defenses to those Claims, and the applicable law, and the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the Claims—that it would be in the best interests of Class Members to enter into this Settlement Agreement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for Class Members, and further, that Class Representatives and Interim Class

Counsel consider the Settlement set forth herein to be fair, reasonable, and adequate and in the best interests of Class Members; and

- 1.6. WHEREAS, 3M, while continuing to deny any violation, wrongdoing, or liability with respect to any and all Claims asserted or that could be asserted in the Litigation, either on its part or on the part of any of the Released Parties, and while continuing to specifically deny and dispute the scientific, medical, factual, and other bases asserted in support of those Claims, has nevertheless concluded that it will enter into this Settlement Agreement in order to, among other things, avoid the expense, inconvenience, risks, uncertainties, and distraction of further litigation.

2. DEFINITIONS

As used in this Settlement Agreement and its Exhibits, the following terms have the defined meanings set forth below. Unless the context requires otherwise, (a) words expressed in the plural form include the singular, and vice versa; (b) words expressed in the masculine form include the feminine and gender neutral, and vice versa; (c) the word “will” has the same meaning as the word “shall,” and vice versa; (d) the word “or” is not exclusive; (e) the word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not simply mean “if”; (f) references to any law include all rules, regulations, and sub-regulatory guidance promulgated thereunder; (g) the terms “include,” “includes,” and “including” are deemed to be followed by “without limitation”; and (h) references to dollars or “\$” are to United States dollars.

- 2.1. “3M” means 3M Company.
- 2.2. “3M’s Counsel” means Thomas J. Perrelli and the law firm of Jenner & Block LLP, 1099 New York Avenue, N.W., Suite 900, Washington, DC 20001-4412; and Richard F. Bulger and the law firm of Mayer Brown LLP, 71 South Wacker Drive, Chicago, Illinois 60606.
- 2.3. “Action Fund” means the Phase One Action Fund or the Phase Two Action Fund. “Phase One Action Fund” has the meaning set forth in Paragraph 6.7.2 of this Settlement Agreement. “Phase Two Action Fund” has the meaning set forth in Paragraph 6.8.6 of this Settlement Agreement.
- 2.4. “Active Public Water System” means a Public Water System whose activity-status field in SDWIS states that the system is “Active.”
- 2.5. “AFFF” means aqueous film-forming foam containing PFAS.
- 2.6. “Agreement” means this Settlement Agreement.
- 2.7. “Allocated Amount” means the portion of the Phase One Action Fund or of the Phase Two Action Fund payable to each Qualifying Class Member.
- 2.8. “Allocation Procedures” means the process, specified in Exhibit Q, for fairly dividing the Settlement Amount to determine the amount payable to each Qualifying Class Member from the Qualified Settlement Fund.

- 2.9. “Business Day” means a day other than a Saturday, Sunday, or legal holiday in the United States of America as defined by Federal Rule of Civil Procedure 6(a)(6).
- 2.10. “Claim” means any past, present, or future claim—including counterclaims, cross-claims, actions, rights, remedies, causes of action, liabilities, suits, proceedings, demands, damages, injuries, losses, payments, judgments, verdicts, debts, dues, sums of money, liens, costs and expenses (including attorneys’ fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, promises, requests, assessments, charges, disputes, performances, warranties, omissions, grievances, or monetary impositions of any sort, in each case in any forum and on any theory, whether legal, equitable, regulatory, administrative, or statutory; arising under federal, state, or local constitutional or common law, statute, regulation, guidance, ordinance, contract, or principles of equity; filed or unfiled; asserted or unasserted; fixed, contingent, or non-contingent; known or unknown; patent or latent; open or concealed; discovered or undiscovered; suspected or unsuspected; foreseen, foreseeable, unforeseen, or unforeseeable; matured or unmatured; manifested or not; accrued or unaccrued; ripened or unripened; perfected or unperfected; choate or inchoate; developed or undeveloped; liquidated or unliquidated; now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, including any of the foregoing for direct damages, indirect damages, compensatory damages, consequential damages, incidental damages, nominal damages, economic loss, punitive or exemplary damages, statutory and other multiple damages or penalties of any kind, or any other form of damages whatsoever; any request for declaratory, injunctive, or equitable relief, strict liability, joint and several liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorneys’ fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever, whether direct, representative, derivative, class or individual in nature. It is the intention of this Agreement that the definition of “Claim” be as broad, expansive, and inclusive as possible.

2.11. “Claim-Over” has the meaning set forth in Paragraph 11.6.2 of this Settlement Agreement.

2.11.2.12. “Claims Administrator” means the independent neutral third-party Person selected and Court-appointed pursuant to Paragraph 7.3 of this Settlement Agreement who is responsible for reviewing, analyzing, and approving Claims Forms, and allocating and distributing the Settlement Funds fairly and equitably among all Qualifying Class Members pursuant to the Allocation Procedures described in Exhibit Q.

2.12.2.13. “Claims Form” means the paper or online document, in the form attached as Exhibit A, that Class Members are required to use to make a claim and receive a payment under this Settlement Agreement as described in Paragraph 10.3 of this Settlement Agreement. The term “Claims Form” may refer to any of seven (7) separate forms: the Phase One Public Water System Settlement Claims Form; the Phase One Supplemental Fund Claims Form; the Phase One Special Needs Fund Claims Form; the Phase Two Testing Compensation Claims Form; the Phase Two Action Fund Claims Form; the Phase Two Supplemental Fund Claims Form; and the Phase Two Special Needs Fund Claims Form.

2.13.2.14. “Claims Period” means the time during which a Class Member may submit a Claims Form. The term “Claims Period” may refer to any of seven (7) separate periods: the Phase One Action Claims Period, the Phase One Supplemental Claims Period, the Phase One Special Needs Claims Period, the Phase Two Testing Claims Period, the Phase Two Action Claims Period, the Phase Two Supplemental Claims Period, and the Phase Two Special Needs Claims Period.

2.14.2.15. “Class Counsel” means, subject to appointment by the Court, Michael A. London and the law firm of Douglas & London, P.C., 59 Maiden Lane, 6th Floor, New York, New York 10038; Scott Summy and the law firm of Baron & Budd, P.C., 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas 75219; Paul J. Napoli and the law firm of Napoli Shkolnik, 1302 Avenida Ponce de Leon, Santurce, Puerto Rico 00907; ~~and~~ Elizabeth A. Fegan and the law firm of Fegan Scott LLC, 150 South Wacker Drive, 24th Floor, Chicago, Illinois 60606-; and Joseph F. Rice and the law firm of Motley Rice LLC, 28 Bridgeside Boulevard, Mt. Pleasant, South Carolina 29464.

2.15.2.16. “Class Member” means an Eligible Claimant that does not opt out of the Settlement Class. Each Class Member is either a Phase One Class Member or a Phase Two Class Member, but not both. “Phase One Class Member” means a Class Member that is or was a Phase One Eligible Claimant. “Phase Two Class Member” means a Class Member that is or was a Phase Two Eligible Claimant. It is the intention of this Agreement that the definition of “Class Member” be as broad, expansive, and inclusive as possible.

2.16.2.17. “Class Representative” means the following Public Water Systems (or Public Water Systems for the following counties, municipalities, or localities), or other Persons whom the Court may appoint as representatives of the Settlement Class: the City of Camden Water Services (New Jersey); City of Brockton (Massachusetts); City of Sioux Falls (South Dakota); California Water Service Company (California); City of Delray Beach (Florida); Coraopolis Water & Sewer Authority (Pennsylvania); Verona (New Jersey); Dutchess County Water and Wastewater Authority and Dalton Farms Water System (New York); South Shore (Kentucky); City of Freeport (Illinois); Martinsburg Municipal Authority (Pennsylvania); Seaman Cottages (Vermont); Village of Bridgeport (Ohio); City of Benwood (West Virginia); Niagara County (New York); City of Pineville (Louisiana); City of Iuka (Mississippi); and City of Amory (Mississippi).

2.17.2.18. “Common-Benefit Holdback Assessment” has the meaning set forth in Paragraph 6.6 of this Settlement Agreement.

2.18.2.19. “Community Water System” means a Public Water System that serves at least fifteen (15) service connections used by year-round residents or regularly serves at least twenty-five (25) year-round residents, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C. § 300f(15), and 40 C.F.R. Part 141.

2.19.2.20. “Court” means the United States District Court for the District of South Carolina.

2.20.2.21. “Covenant Not to Sue” has the meaning set forth in Paragraph 11.3 of this Settlement Agreement.

2.21.2.22. “Dismissal” has the meaning set forth in Paragraph 11.5 of this Settlement Agreement.

2.22.2.23. “Drinking Water” means water provided for human consumption (including uses such as drinking, cooking, and bathing), consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C. §§ 300f to 300j-27. Solely for purposes of this Agreement, the term “Drinking Water” includes raw or untreated water that a Public Water System has drawn or collected from a Water Source so that the water may then (after any treatment) be provided for human consumption- but does not include raw or untreated water that is not drawn or collected from a Water Source. It is the intention of this Agreement that the definition of “Drinking Water” be as broad, expansive, and inclusive as possible.

2.23.2.24. “Effective Date” means the date five (5) Business Days after the date of Final Judgment.

2.24.2.25. “Eligible Claimant” means an Active Public Water System that qualifies as a member of the Settlement Class. Each Eligible Claimant is either a Phase One Eligible Claimant or a Phase Two Eligible Claimant, but not both. “Phase One Eligible Claimant” means an Eligible Claimant with one or more Impacted Water Sources as of the Settlement Date. “Phase Two Eligible Claimant” means an Eligible Claimant that does not have one or more Impacted Water Sources as of the Settlement Date. It is the intention of this Agreement that the definition of “Eligible Claimant” be as broad, expansive, and inclusive as possible.

2.25.2.26. “Escrow Agent” has the meaning set forth in Paragraph 6.5.2 of this Settlement Agreement.

2.26.2.27. “Exhibits” means Exhibits A through R, attached to and incorporated by reference in this Settlement Agreement.

2.27.2.28. “Final Approval” means the Court’s entry of the Order Granting Final Approval.

2.28.2.29. “Final Fairness Hearing” means the Court hearing in which any Class Member that wishes to object to the fairness, reasonableness, or adequacy of the Settlement will have an opportunity to be heard, provided that the Class Member complies with the requirements for objecting to the Settlement as set out in Paragraphs 8.4 through 8.4.4 of this Settlement Agreement. The date of the Final Fairness Hearing shall be set by the Court and communicated to all Eligible Claimants in a Court-approved Notice under Federal Rule of Civil Procedure 23(c)(2).

2.29.2.30. “Final Judgment” means that the judgment with respect to Released Parties in this action has become final, which shall be the earliest date on which all the following events shall have occurred: (i) the Settlement is approved in all respects by the Court as required by Federal Rule of Civil Procedure 23(e); (ii) the Court enters a judgment that terminates this action with respect to Released Parties and satisfies the requirements of Federal Rule of Civil Procedure 58; and (iii) the time for appeal of the Court’s approval of this Settlement and entry of the final order and judgment with respect to Released Parties under Federal Rule of Appellate Procedure 4 has expired or, if appealed, approval of this Settlement has

been affirmed by the court of last resort to which such appeal (or petition for a writ of certiorari) has been taken and such affirmance has become no longer subject to further review by the court of appeals (Federal Rule of Appellate Procedure 40) or by the Supreme Court (U.S. Supreme Court Rule 13), or the appeal or petition is voluntarily dismissed (Federal Rule of Appellate Procedure 42 or U.S. Supreme Court Rule 46).

2.30.2.31. “Impacted Water Source” means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.

2.31.2.32. “Interim Class Counsel” means Michael A. London and the law firm of Douglas & London, P.C., 59 Maiden Lane, 6th Floor, New York, NY 10038; Scott Summy and the law firm of Baron & Budd, P.C., 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas, 75219; and Paul J. Napoli and the law firm of Napoli Shkolnik, 1302 Avenida Ponce de Leon, San Juan, Puerto Rico 00907.

2.32.2.33. “Litigation” means collectively all MDL Cases in which any Public Water System asserts against any Released Party any Claim related to alleged actual or potential PFAS contamination, as well as any currently pending litigation in the United States of America in which any Public Water System asserts against any Released Party any Claim related to alleged actual or potential PFAS contamination.

2.33.2.34. “MDL Cases” means collectively all cases filed in, transferred to, or associated with *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-2873 (D. S.C.).

2.34.2.35. “Measurable Concentration” means the lower of a concentration equal to or greater than the limit of detection of the analytical method used (regardless of whether that limit is higher than, lower than, or equal to any limit established for any purpose by federal or state law) or one part per trillion (one nanogram per liter).

2.35.2.36. “Non-Class Potable Water” means water in any active privately owned well providing potable water for human consumption that is not owned or operated by a Releasing Party or water in any active facility or equipment providing potable water for human consumption that is not owned or operated by a Releasing Party, so long as the fate and transport of PFAS released into groundwater poses a threat to such water.

2.36.2.37. “Non-Transient Non-Community Water System” means a Public Water System that is not a Community Water System and that regularly serves at least twenty-five (25) of the same persons over six (6) months per year, consistent with the use of that term in 40 C.F.R. Part 141.

2.37.2.38. “Notice” means the Court-approved notice to Eligible Claimants that is substantially similar to the form attached as Exhibit B.

2.38.2.39. “Notice Administrator” means the independent neutral third-party Person selected and Court-appointed pursuant to Paragraph 7.1 of this Settlement Agreement who is responsible for administering the Notice Plan.

~~2.39.~~2.40. “Notice Plan” means the plan for distribution of the Notice, including direct mail and publication, as appropriate, which is set forth in Exhibit C and is subject to Court approval as set forth in Paragraphs 7.2 and 8.1 of this Settlement Agreement.

~~2.40.~~2.41. “Objection” has the meaning set forth in Paragraph 8.4 of this Settlement Agreement.

~~2.41.~~2.42. “Opt Out” or “Request for Exclusion” has the meaning set forth in Paragraph 8.5 of this Settlement Agreement.

~~2.42.~~2.43. “Order Granting Final Approval” means the order entered by the Court approving the terms and conditions of this Settlement Agreement, including the manner and timing of providing Notice and certifying a Settlement Class.

~~2.43.~~2.44. “Order Granting Preliminary Approval” means the order entered by the Court conditionally approving the terms and conditions of this Settlement Agreement, including the conditional certification of the proposed Settlement Class, the manner and timing of providing Notice, the period for filing Objections or Requests for Exclusion, and the date of the Final Fairness Hearing. Class Representatives will submit to the Court a proposed Order Granting Preliminary Approval in the form attached as Exhibit D.

~~2.44.~~2.45. “Parties” means 3M, Class Representatives, and Class Members. To the extent that 3M, Class Representatives, and Class Members discharge any of their obligations under this Settlement Agreement through agents, the actions of those agents shall be considered the actions of the Parties.

~~2.45.~~2.46. “Party” means any of the Parties.

~~2.46.~~2.47. “Person” means a natural person, corporation, company, association, limited liability company, partnership, limited partnership, joint venture, affiliate, any other type of private entity, a county, municipality, any other public or quasi-public entity, or their respective spouse, heir, predecessor, successor, executor, administrator, manager, operator, representative, or assign.

~~2.47.~~2.48. “PFAS” means, solely for purposes of this Agreement, any per- or poly-fluoroalkyl substance that contains at least one fully fluorinated methyl or methylene carbon atom (without any hydrogen, chlorine, bromine, or iodine atom attached to it). It is the intention of this Agreement that the definition of “PFAS” be as broad, expansive, and inclusive as possible.

~~2.48.~~2.49. “Phase One Funds” means the Phase One Action Fund, the Phase One Supplemental Fund, and the Phase One Special Needs Fund.

~~2.49.~~2.50. “Phase Two Cap” has the meaning set forth in Paragraphs 6.8.6 and 6.8.10 of this Settlement Agreement.

~~2.50.~~2.51. “Phase Two Floor” has the meaning set forth in Paragraphs 6.8.6 and 6.8.9 of this Settlement Agreement.

2.51.2.52. “Phase Two Funds” means the Phase Two Testing Compensation Fund, the Phase Two Action Fund, the Phase Two Supplemental Fund, and the Phase Two Special Needs Fund.

2.52.2.53. “Phase Two Testing Compensation Fund” has the meaning set forth in Paragraph 6.8.2 of this Settlement Agreement.

2.53.2.54. “Preliminary Approval” means the Court’s entry of the Order Granting Preliminary Approval.

2.54.2.55. “Public Water System” means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C. § 300f(4)(A), and 40 C.F.R. Part 141. The term “Public Water System” includes (i) any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system, and (ii) any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Solely for purposes of this Settlement Agreement, the term “Public Water System” refers to a Community Water System of any size or a Non-Transient Non-Community Water System that serves more than 3,300 people, according to SDWIS; or any Person (but not any financing or lending institution) that has legal authority or responsibility (by statute, regulation, other law, or contract) to fund or incur financial obligations for the design, engineering, installation, operation, or maintenance of any facility or equipment that treats, filters, remediates, or manages water that has entered or may enter Drinking Water or any Public Water System; but does not refer to a Non-Transient Non-Community Water System that serves 3,300 or fewer people, according to SDWIS, or to a Transient Non-Community Water System of any size. It is the intention of this Agreement that the definition of “Public Water System” be as broad, expansive, and inclusive as possible.

2.55.2.56. “Qualified Settlement Fund” has the meaning set forth in Paragraph ~~6.4~~6.1 of this Settlement Agreement and shall be established within the meaning of Treas. Reg. § 1.468B-1 for purposes of receiving the Settlement Funds as set forth in this Settlement Agreement. The “Qualified Settlement Fund” shall consist of seven (7) separate funds: the Phase One Action Fund, the Phase One Supplemental Fund, the Phase One Special Needs Fund, the Phase Two Testing Compensation Fund, the Phase Two Action Fund, the Phase Two Supplemental Fund, and the Phase Two Special Needs Fund.

2.56.2.57. “Qualifying Class Member” means a Class Member that has submitted a Claims Form satisfying the requirements of Paragraph 10.3 of this Settlement Agreement. Each Qualifying Class Member is either a Phase One Qualifying Class Member or a Phase Two Qualifying Class Member, but not both. “Phase One Qualifying Class Member” means a Qualifying Class Member that is or was a Phase One Eligible Claimant. “Phase Two Qualifying Class Member” means a Qualifying Class Member that is or was a Phase Two Eligible Claimant.

2.57-2.58. “Qualifying Test Result” means any result of a test conducted by or at the direction of a Class Member or of a federal, state, or local regulatory authority, or any test result reported or provided to the Class Member by a certified laboratory or other Person, that used any state- or federal agency-approved or -validated analytical method to analyze Drinking Water or water that is to be drawn or collected into a Class Member’s Public Water System.

2.58-2.59. “Release” or “Released Claims” has the meaning set forth in Paragraph 11.1 and Section 11 of this Settlement Agreement.

2.59-2.60. “Released Parties” means 3M and its respective past, present, or future administrators, advisors, affiliated business entities, affiliates, agents, assigns, attorneys, constituent corporation or entity (including constituent of a constituent) absorbed by 3M in a consolidation or merger, counsel, directors, divisions, employee benefit plans, employee benefit plan participants or beneficiaries, employees, executors, heirs, insurers, managers, members, officers, owners, parents, partners, partnerships, predecessors, principals, resulting corporation or entity, servants, shareholders, subrogees, subsidiaries, successors, trustees, trusts, and any other representatives, individually or in their corporate or personal capacity, and anyone acting on their behalf, including in a representative or derivative capacity. It is the intention of this Agreement that the definition of “Released Parties” be as broad, expansive, and inclusive as possible.

2.60-2.61. “Releasing Parties” means (a) Class Representatives, and Class Members, and: (b) other than a State or the federal government, each of their respective past, present, or future administrators, direct or indirect, affiliated business entities, affiliates, agencies, agents, assigns, attorneys, boards, commissions, counsel, departments, directors, districts, divisions, employees, entities, executors, heirs, institutions, instrumentalities, insurers, managers, members, officers (elected or appointed), owners, parents, partners, predecessors, principals, servants, shareholders, subdivisions, subrogees, subsidiaries, and successors, in their official or corporate capacity; (c) other than a State or the federal government, any past, present, or future administrators, agents, attorneys, board members, counsel, directors, employees, executors, heirs, insurers, managers, members, officers (elected or appointed), predecessors, principals, servants, shareholders, subrogees, successors, trustees, water-system operators, any and assignees or other representatives, individually or of any of the foregoing, in their official or corporate or personal capacity; anyone; (d) any Person, other than a State or the federal government, acting in privity with or acting on behalf of or in concert with any of the foregoing, including in a representative or derivative capacity; (e) any Person, other than a State or the federal government, that is legally responsible for funding (by statute, regulation, other law, or contract) a Class Member or its Public Water System (excluding states) or that has authority to bring a claim on behalf of a Class Member or to seek recovery for alleged harm to a Class Member, its Public Water System, or the Public Water System’s ability to provide safe or compliant Drinking Water; (f) any Person, other than a State or the federal government, acting on behalf of or in concert with a Class Member to prevent PFAS from entering a Class Member’s Public Water System or to seek recovery for alleged harm to thea Class Member’sMember, its Public Water System (including recovery of any funds that have already been expended to remove PFAS from the Class Member’s, or the Public Water

~~System, none of which shall implicate the rights of any state~~ System's ability to provide safe or compliant Drinking Water; and (g) any Person, other than a State or the federal government), and any Person or entity within their power, for which a Class Member has the authority to provide a binding release. It is the intention of this Agreement that the definition of "Releasing Parties" be as broad, expansive, and inclusive as possible.

~~2.61.2.62.~~ 2.62.2.62. "Required Participation Threshold" has the meaning set forth in Paragraph 9.1 of this Settlement Agreement.

~~2.62.2.63.~~ 2.62.2.63. "SDWIS" means the U.S. EPA Safe Drinking Water Information System Federal Reporting Services system, as of the Settlement Date.

~~2.63.2.64.~~ 2.63.2.64. "Settlement" means the settlement of the Released Claims against the Released Parties that is provided for by this Settlement Agreement.

~~2.64.2.65.~~ 2.64.2.65. "Settlement Agreement" means this document which describes the Settlement between and among the Class Representatives and 3M, and any related Exhibits, including the Notice and the Claims Forms.

~~2.65.2.66.~~ 2.65.2.66. "Settlement Amount" means the total amount, other than interest and Notice administration costs, paid by 3M under this Settlement, which will be an amount not less than \$10,500,000,000 and not more than \$12,500,000,000, inclusive, as set forth in Paragraphs, 3.1, 6.1, and 6.7 through 6.13 of this Settlement Agreement.

~~2.66.2.67.~~ 2.66.2.67. "Settlement Class" has the meaning set forth in Paragraph 5.1 of this Settlement Agreement.

~~2.67.2.68.~~ 2.67.2.68. "Settlement Date" means the date on which the Class Representatives and 3M execute this Settlement Agreement.

~~2.68.2.69.~~ 2.68.2.69. "Settlement Funds" means the amount of funds in the Qualified Settlement Fund paid by 3M pursuant to this Settlement Agreement and any interest that accrues thereon.

~~2.69.2.70.~~ 2.69.2.70. "Special Master" means the independent neutral third-party Person selected and Court-appointed pursuant to Paragraph ~~7.57.5~~ 7.57.5 of this Settlement Agreement who is responsible for overseeing the work of the Notice Administrator and the Claims Administrator, providing guidance throughout the allocation and distribution process, and determining appeals and/or other disputes that may arise in the course of the Notice Administrator and the Claims Administrator executing their duties.

~~2.70.2.71.~~ 2.70.2.71. "Special Needs Fund" means the Phase One Special Needs Fund or the Phase Two Special Needs Fund. "Phase One Special Needs Fund" has the meaning set forth in Paragraph 6.10 of this Settlement Agreement. "Phase Two Special Needs Fund" has the meaning set forth in Paragraph 6.10 of this Settlement Agreement.

2.72. "State" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

~~2.71.~~2.73. “Summary Notice” means the Court-approved summary of the Notice to Eligible Claimants that is substantially similar to the form attached as Exhibit M.

~~2.72.~~2.74. “Supplemental Fund” means the Phase One Supplemental Fund or the Phase Two Supplemental Fund. “Phase One Supplemental Fund” has the meaning set forth in Paragraph 6.10 of this Settlement Agreement. “Phase Two Supplemental Fund” has the meaning set forth in Paragraph 6.10 of this Settlement Agreement.

~~2.73.~~2.75. “Taxes” has the meaning set forth in Paragraph 6.5.3 of this Settlement Agreement.

~~2.74.~~2.76. “Tax Expenses” has the meaning set forth in Paragraph 6.5.3 of this Settlement Agreement.

~~2.75.~~2.77. “Transient Non-Community Water System” means a Public Water System that is not a Community Water System and that does not regularly serve at least twenty-five (25) of the same persons over six (6) months per year, consistent with the use of that term in 40 C.F.R. Part 141.

~~2.76.~~2.78. “UCMR-5” means the U.S. EPA’s Fifth Unregulated Contaminant Monitoring Rule and all monitoring and testing conducted pursuant to that Rule.

~~2.77.~~2.79. “United States of America” means the United States of America, including the states and the District of Columbia, its territories and possessions, the Commonwealth of Puerto Rico, and other areas subject to its jurisdiction.

~~2.78.~~2.80. “U.S. EPA” means the United States Environmental Protection Agency.

~~2.79.~~2.81. “Walk-Away Right” has the meaning set forth in Paragraph 9.1 of this Settlement Agreement.

~~2.80.~~2.82. “Water Source” means a groundwater well, a surface-water intake, or any other intake point from which a Public Water System draws or collects water for distribution as Drinking Water, and the raw or untreated water that is thus drawn or collected. Solely for purposes of the Allocation Procedures described in Exhibit Q, (i) a purchased water connection from a seller that is a Water Source is not a Water Source; (ii) a Public Water System’s multiple intakes from one distinct surface-water source are deemed to be a single Water Source so long as the intakes supply the same water treatment plant; (iii) a Public Water System’s intakes from multiple distinct surface-water sources, or a Public Water System’s intakes from one distinct surface-water source that supply multiple water treatment plants, are deemed to each be a separate Water Source; and (iv) a Public Water System’s multiple groundwater wells (whether from one distinct aquifer or from multiple distinct aquifers) that supply multiple water treatment plants are deemed to each be a separate Water Source.

3. SETTLEMENT AGREEMENT OVERVIEW

3.1. **Settlement Consideration.** Subject to the Walk-Away Right, 3M shall make or cause to

be made payments that total up to the Settlement Amount of \$10,500,000,000 to \$12,500,000,000, inclusive, in accordance with this Settlement Agreement, and these payments, along with Notice and administrative costs as set forth in Paragraph 6.2, will serve as the Qualified Settlement Fund. In exchange, the Released Parties shall receive from the Releasing Parties the Release, Covenant Not to Sue, and Dismissal provided for in this Settlement Agreement. No amounts paid pursuant to this Paragraph 3.1 are in relation to the violation of any civil or criminal law or the investigation or inquiry by any government or governmental entity into the potential violation of any civil or criminal law, within the meaning of Section 162(f)(1) of the Internal Revenue Code of 1986, as amended, and section 1.162-21(a) of the Treasury Regulations thereunder. All amounts paid pursuant to this Paragraph 3.1 are intended for restitution or remediation (including treatment) of contamination of Water Sources and Drinking Water. If a determination were made that a portion of such amounts is in relation to a violation or potential violation of law, that portion constitutes restitution or remediation within the meaning of Section 162(f)(2)(A) of the Internal Revenue Code of 1986, as amended and section 1.162-21(a) of the Treasury Regulations thereunder. Class Members and 3M shall bear their own costs, including all legal expenses and attorneys' fees. All legal expenses and attorneys' fees of Class Members, including the Common-Benefit Holdback Assessment paid under Paragraph 6.6, will be paid by Class Members from amounts paid from the Settlement consideration. No portion of any amount paid under this Agreement constitutes the payment of a fine, penalty, or punitive damages, the disgorgement of profits, reimbursement for litigation or investigation costs or attorneys' fees or costs, or an amount paid in settlement of any Claim for any of the foregoing; and if a determination were made to the contrary, the amounts paid would qualify under the exceptions in paragraphs (2) and (3) of Section 162(f).

- 3.2. **Release of Claims.** The obligations incurred pursuant to this Agreement shall be in full and final disposition of the Released Claims as against all Released Parties. Upon the Effective Date, all Class Members, on behalf of the Releasing Parties, shall, with respect to each and every one of the Released Claims, release and forever discharge, and shall forever be enjoined from prosecuting, any and all Released Claims against any of the Released Parties as set forth in Section 11.
- 3.3. **Operation of the Settlement.** Class Representatives will seek approval from the Court to certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(3). Once a Settlement Class is certified, Class Members that wish to receive a portion of the Settlement Amount may complete and submit a Claims Form, which is attached as Exhibit A. The Claims Form must be submitted to the Claims Administrator on or before the final date of the relevant Claims Period and must adhere to and follow all other requirements set forth herein or by the Claims Administrator, including providing all required information specified on the Claims Form. The Claims Administrator will distribute the Settlement Amount to Qualifying Class Members pursuant to Paragraphs 6.7 through 6.13 and the Allocation Procedures in Exhibit Q.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. **Class Representatives' Representations and Warranties.** Class Representatives represent and warrant to 3M as follows:

- 4.1.1. Each of the Class Representatives is eligible to be and will become a Class Member.
- 4.1.2. Each of the Class Representatives has received legal advice from Interim Class Counsel regarding the advisability of entering into this Settlement Agreement and the legal consequences of this Settlement Agreement.
- 4.1.3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Settlement Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other Person, except pursuant to (i) a contingency fee agreement with Class Counsel or (ii) a mandatory repayment to any government agency of a grant or loan that financed, in whole or in part, the design, engineering, installation, maintenance, or operation of, or cost associated with any kind of treatment, filtration, or remediation of PFAS by the Class Representative.
- 4.1.4. None of the Class Representatives is relying on any statement, representation, omission, inducement, or promise by 3M, its agents, or its representatives, except those expressly stated in this Settlement Agreement.
- 4.1.5. Each of the Class Representatives, through Interim Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.
- 4.1.6. Each of the Class Representatives has carefully read, and knows and understands, the full contents of this Settlement Agreement and is voluntarily entering into this Agreement after having consulted with Interim Class Counsel or other attorneys.
- 4.1.7. Each of the Class Representatives has all necessary competence and authority to enter into this Settlement Agreement on its own behalf and on behalf of the Class.
- 4.1.8. None of the Class Representatives will Opt Out or file an Objection.
- 4.2. **Interim Class Counsel's Representations and Warranties.** Interim Class Counsel represents and warrants to 3M as follows:
 - 4.2.1. Interim Class Counsel believes that the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.
 - 4.2.2. Because Interim Class Counsel believes that the Settlement is in the best interests of each Class Member, they will not solicit, or assist others in soliciting, Eligible Claimants to Opt Out, file an Objection, or otherwise challenge the Settlement.
 - 4.2.3. Interim Class Counsel has all necessary authority to enter into and execute this Settlement Agreement on behalf of Class Representatives and Class Members, including under Case Management Order No. 3.

- 4.2.4. Each of the Class Representatives has approved and agreed to be bound by this Settlement Agreement.
- 4.2.5. The Released Parties are receiving terms in Section 11, including terms as to the Release, the Covenant Not to Sue, and Dismissal, that are at least as favorable to the Released Parties as the equivalent terms given to any other defendant in any MDL Case that has executed or will execute prior to the Final Fairness Hearing a settlement agreement providing for payments totaling two hundred fifty million dollars (\$250,000,000.00) or more.
- 4.2.6. The representations in Paragraphs 4.1 through 4.1.8 are true and correct to the best of Interim Class Counsel's knowledge.
- 4.3. **3M's Representations and Warranties.** 3M represents and warrants to the Class Representatives as follows:
 - 4.3.1. 3M has received legal advice from its attorneys regarding the advisability of entering into this Settlement Agreement and the legal consequences of this Settlement Agreement.
 - 4.3.2. 3M is not relying on any statement, representation, omission, inducement, or promise by any Class Representative, any Eligible Claimant, or Interim Class Counsel, except those expressly stated in this Settlement Agreement.
 - 4.3.3. 3M, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.
 - 4.3.4. 3M has carefully read, and knows and understands, the full contents of this Settlement Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys.
 - 4.3.5. 3M has all necessary authority to enter into this Settlement Agreement, has authorized the execution and performance of this Settlement Agreement, and has authorized the Person signing this Settlement Agreement on its behalf to do so.

5. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

- 5.1. **Settlement Class Definition.** For the sole purpose of effectuating this Settlement, Class Representatives and 3M agree that Class Representatives shall request that the Court certify the following "Settlement Class":

Every Active Public Water System in the United States of America that—

- (a) has one or more Impacted Water Sources as of the Settlement Date; or
- (b) does not have one or more Impacted Water Sources as of the Settlement Date, and

- (i) is required to test for certain PFAS under UCMR-5, or
- (ii) serves more than 3,300 people, according to SDWIS.

Excluded from the Settlement Class are the following:

- A. The Public Water Systems listed in Exhibit G, which are associated with a specific PFAS-manufacturing facility owned by 3M.
- B. Any Public Water System that is owned by a ~~state~~State government, is listed in SDWIS as having as its sole “Owner Type” a “State government” (as set forth in Exhibit H), and lacks independent authority to sue and be sued. Solely for purposes of this Settlement Agreement, the Court may correct any misidentification of “Owner Type” in SDWIS prior to Final Approval, in accordance with Paragraph 5.2.
- C. Any Public Water System that is owned by the federal government, is listed in SDWIS as having as its sole “Owner Type” the “Federal government” (as set forth in Exhibit I), and lacks independent authority to sue and be sued. Solely for purposes of this Settlement Agreement, the Court may correct any misidentification of “Owner Type” in SDWIS prior to Final Approval, in accordance with Paragraph 5.2.
- D. The Public Water Systems that are listed in Exhibit J and have previously settled their PFAS-related Claims against 3M.
- E. Any privately owned well that provides water only to its owner’s (or its owner’s tenant’s) individual household and any other system for the provision of water for human consumption that is not a Public Water System.

- 5.2. **Identification of Eligible Claimants.** The parties have attempted to list each Eligible Claimant in one of two Exhibits: Exhibit E lists Phase One Eligible Claimants, and Exhibit F lists Phase Two Eligible Claimants. Each Eligible Claimant is either a Phase One Eligible Claimant or a Phase Two Eligible Claimant, but not both. Exhibits E and F are illustrative only. Whether an Eligible Claimant is a Phase One Eligible Claimant or a Phase Two Eligible Claimant shall be determined in accordance with Paragraph 2.2425 and with this Settlement Agreement. The parties also have attempted to list certain Persons or entities that are not Eligible Claimants in four Exhibits: Exhibit G, described in Paragraph 5.1(A); Exhibit H, described in Paragraph 5.1(B); Exhibit I, described in Paragraph 5.1(C); and Exhibit J, described in Paragraph 5.1(D). Any Person or entity that has been erroneously listed in or omitted from any of these six Exhibits should promptly submit a notice of the error to the parties and (once appointed by the Court) to the Special Master, the Claims Administrator, and the Notice Administrator. Prior to the Court’s appointment of the Special Master, any such error may be corrected by mutual written agreement between the Interim Class Counsel and 3M’s Counsel. After the Court’s appointment of the Special Master, any such error may be corrected only by a written order from the Special Master. No such error may be corrected after Final Approval.

6. CONSIDERATION

- 6.1. **Settlement Amount.** Under the terms of this Settlement Agreement, and subject to the Walk-Away Right, 3M shall pay a total not less than \$10,500,000,000 and not more than \$12,500,000,000, inclusive, into an interest-bearing “Qualified Settlement Fund” account at a federally insured financial institution established in accordance with Treasury Regulations § 1.468B-1 et seq., which shall be administered and distributed pursuant to this Section 6 and the Allocation Procedures described in Exhibit Q.
- 6.2. **Notice and Administrative Costs.** Subject to the Common-Benefit Holdback Assessment set forth in Paragraph 6.6 (which may be applied at a later date), within twenty-one (21) calendar days after Preliminary Approval, 3M shall wire transfer up to \$5,000,000 to the Qualified Settlement Fund account, as described below, for ultimate distribution in accordance with this Agreement. If the Qualified Settlement Fund has not been established and approved by the Court by the deadline for such payment, 3M shall not be obligated to make such payment until ten (10) Business Days after the Qualified Settlement Fund is established and approved by the Court. In no event shall 3M have any liability whatsoever with respect to any installment of the Settlement Funds once it is paid to the Qualified Settlement Fund in accordance with this Agreement and as specified in this Section 6. The amounts that will be due in each installment, as well as the dates for the installments, are set forth in the Payment Schedule in Exhibit K.
- 6.3. **Use of the Qualified Settlement Fund for Notice and Administration Costs.** The Qualified Settlement Fund may be used to fund the provision of Notice pursuant to the Notice Plan and any reasonable fees, costs, or expenses incurred by the Notice Administrator, the Claims Administrator, the Special Master, or the Escrow Agent under this Settlement Agreement. The Escrow Agent shall disburse funds for such costs upon the parties’ joint written request.
- 6.4. **Conditions for Settlement Distribution.** Other than as expressly provided for in Paragraph 6.3, the Claims Administrator may not distribute any money to any Person, including any Qualifying Class Member, unless and until (i) the Court has issued an Order Granting Final Approval, (ii) all deadlines, including those set forth in Paragraphs 9.2 through 9.3 for 3M to terminate the Settlement, have passed, and (iii) the Effective Date has passed.
- 6.5. **Tax Treatment of the Qualified Settlement Fund.**
 - 6.5.1. The Qualified Settlement Fund shall be treated as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of Paragraphs 6.5.1 through 6.5.5, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the sole responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the

appropriate filings to occur.

- 6.5.2. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” as defined in that Section shall be the independent neutral third-party “Escrow Agent.” The Escrow Agent shall file all informational and other tax returns necessary or advisable with respect to the Qualified Settlement Fund (including the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in Paragraph 6.5.1) shall be consistent with Paragraphs 6.5.1 through 6.5.5 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Qualified Settlement Fund shall be paid out of the Qualified Settlement Fund as provided in Paragraph 6.5.3.
- 6.5.3. All: (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Qualified Settlement Fund, including any Taxes or tax detriments that may be imposed upon 3M, its insurers, or its counsel with respect to any income earned by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (the “Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraph 6.5.2 (including expenses of tax attorneys or accountants and mailing and distribution costs and expenses relating to filing or failing to file the returns described in Paragraph 6.5.2) (the “Tax Expenses”) shall be paid from the Qualified Settlement Fund, including any interest that accrues thereon. In all events, neither Released Parties, Class Representatives, 3M’s insurers, nor 3M’s Counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. The Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Qualified Settlement Fund and shall be timely paid by the Escrow Agent out of the Qualified Settlement Fund without prior order from the Court, and the Escrow Agent shall (notwithstanding anything herein to the contrary) withhold from distribution out of the Qualified Settlement Fund any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)), and neither Released Parties, Class Representatives, their insurers, nor their counsel are responsible nor shall they have any liability therefor.
- 6.5.4. Class Counsel shall enter into an escrow agreement with the Escrow Agent which shall be consistent with and shall give effect to the obligations of the Escrow Agent provided for by this Settlement Agreement. The parties agree to cooperate with the Escrow Agent, each other, and their respective tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Settlement Agreement. Interim Class Counsel shall propose the following Person, subject to the review of 3M, to serve as Escrow Agent:

Christopher Ritchie

Senior Vice President
 The Huntington National Bank
 1150 First Avenue, Suite 103
 King of Prussia, PA 19406

- 6.5.5. 3M makes no representations to Class Members concerning any tax consequences or treatment of any allocation or distribution of funds to Qualifying Class Members pursuant to this Settlement Agreement, the Settlement, or the Allocation Procedures.
- 6.6. **Common-Benefit Holdback Assessment.** Any fees and expenses awarded pursuant to Paragraphs 8.8 and 10.2 shall be subject to a “Common-Benefit Holdback Assessment” under Case Management Order No. 3 entered by the MDL Court on April 26, 2019. Such Order requires a holdback assessment to be assessed before any portion of the Settlement Funds is distributed to Qualifying Class Members or Class Counsel and further requires a holdback assessment of six percent (6%) of the amount of any settlement to be allotted for common-benefit attorneys’ fees and three percent (3%) of the amount of any settlement to be allotted for reimbursement of permissible common-benefit costs and expenses. In accordance with Case Management Order No. 3, the Escrow Agent shall pay the applicable amounts into an interest-bearing account established by future order of the Court within ten (10) Business Days after the Court establishes such account or when such distribution is paid, whichever date is later.
- 6.7. **Consideration for Phase One Water Systems.**
- 6.7.1. **Eligibility for Payments.** A Phase One Qualifying Class Member shall be eligible for payment from the Phase One Action Fund and potentially from the Phase One Supplemental Fund and the Phase One Special Needs Fund, but not from any of the Phase Two Funds.
- 6.7.2. **Payments for the Phase One Action Fund.** 3M shall make payments for the “Phase One Action Fund” in multiple installments over time, as set forth in the Payment Schedule in Exhibit K. The first installment will be paid within sixty (60) calendar days after the Effective Date, but in any event no earlier than July 1, 2024. As set forth in the Payment Schedule in Exhibit K, nine (9) subsequent payments will be made annually thereafter for nine (9) years, on April 15 of each calendar year. The total amount of all payments described in this Paragraph 6.7.2, excluding any interest paid pursuant to Paragraph 6.11, but including the amounts that the Middlesex Water Company and the Public Water Systems for the City of Stuart, Florida, and for the City of Rome, Georgia, would have received as Phase One Qualifying Class Members under the Allocation Procedures described in Exhibit Q, will be \$6,875,000,000. Within five (5) Business Days after each payment described in this Paragraph 6.7.2, the Escrow Agent shall transfer seven percent (7%) of the payment amount into the Phase One Supplemental Fund and five percent (5%) of the payment amount into the Phase One Special Needs Fund.
- 6.7.3. **Payments from the Phase One Action Fund.** It is contemplated that within

fourteen (14) calendar days, but no later than sixty (60) calendar days (or in the first year of Phase One Action Fund payments, one hundred twenty (120) days), after each payment described in Paragraph 6.7.2, each Phase One Qualifying Class Member shall receive a payment from the Phase One Action Fund, unless that Qualifying Class Member has already received its entire Allocated Amount.

- 6.7.4. **Calculation of Payments from the Phase One Action Fund.** The amount of each payment described in Paragraph 6.7.3 shall be determined by the Claims Administrator by applying the Allocation Procedures described in Exhibit Q.

6.8. **Consideration for Phase Two Water Systems.**

- 6.8.1. **Eligibility for Payments.** A Phase Two Qualifying Class Member shall be eligible for payment from the Phase Two Testing Compensation Fund and potentially from the Phase Two Action Fund, the Phase Two Supplemental Fund, and the Phase Two Special Needs Fund, but not from any of the Phase One Funds. A Phase Two Qualifying Class Member is not eligible for payment from the Phase Two Testing Compensation Fund for any PFAS testing that is required by federal or state law.
- 6.8.2. **Payment for the Phase Two Testing Compensation Fund.** 3M shall make payments for the “Phase Two Testing Compensation Fund” in two equal installments of \$52,500,000 each, as set forth in the Payment Schedule in Exhibit K. The first installment will be paid within sixty (60) calendar days after the Effective Date, but in any event no earlier than July 1, 2024.
- 6.8.3. **Payments from the Phase Two Testing Compensation Fund.** It is contemplated that within fourteen (14) calendar days, but no later than sixty (60) calendar days, after the first payment described in Paragraph 6.8.2, initial payments from the Phase Two Testing Compensation Fund shall commence. The Escrow Agent shall transfer any money remaining in the Phase Two Testing Compensation Fund on July 1, 2026, to the Phase Two Action Fund.
- 6.8.4. **Amount of Payments from the Phase Two Testing Compensation Fund.** Payments from the Phase Two Testing Compensation Fund must be limited to the actual costs of testing and, absent what the Claims Administrator deems in writing to be an extraordinary circumstance, shall not exceed \$800 per sample.
- 6.8.5. **Monthly Updates and Final Report on Testing.** The Claims Administrator shall provide the parties monthly updates (on the first Tuesday of each month) on the detailed PFAS test results and a final report on those results by July 1, 2026.
- 6.8.6. **Payments for the Phase Two Action Fund.** 3M shall make payments for the “Phase Two Action Fund” in multiple installments over time, as set forth in the Payment Schedule in Exhibit K. The first installment will be paid no earlier than April 15, 2027. As set forth in the Payment Schedule in Exhibit K, nine (9) subsequent payments will be made annually thereafter for nine (9) years, on April 15 of each calendar year. The total amount of all payments described in this

Paragraph 6.8.6, excluding any interest paid pursuant to Paragraph 6.11, but including the difference between the full amount of 3M's settlement with the City of Stuart, Florida, and the amount that the Public Water System for the City of Stuart, Florida, would have received as a Phase One Qualifying Class Member under the Allocation Procedures described in Exhibit Q, and including the difference between the full amount of 3M's settlement with the Middlesex Water Company and the amount that the Middlesex Water Company would have received as a Phase One Qualifying Class Member under the Allocation Procedures described in Exhibit Q. will be based on the Phase Two Class Members' PFAS test results, as summarized in the Claims Administrator's final report under Paragraph 6.8.5, and on the Allocation Procedures described in Exhibit Q; but in any event that total amount shall be no less than a "Phase Two Floor" of \$3,625,000,000 and no more than a "Phase Two Cap" of \$5,625,000,000 (including money that is or was in the Phase Two Testing Compensation Fund). Within five (5) Business Days after each payment described in this Paragraph, the Escrow Agent shall transfer seven percent (7%) of the payment amount into the Phase Two Supplemental Fund and five percent (5%) of the payment amount into the Phase Two Special Needs Fund.

- 6.8.7. **Payments from the Phase Two Action Fund.** It is contemplated that within fourteen (14) calendar days, but no later than sixty (60) calendar days (or in the first year of Phase Two Action Fund payments, one hundred twenty (120) days), after each payment described in Paragraph 6.8.6, each Phase Two Qualifying Class Member that has one or more Impacted Water Sources shall receive a payment from the Phase Two Action Fund, unless that Qualifying Class Member has already received its entire Allocated Amount.
- 6.8.8. **Calculation of Payments from the Phase Two Action Fund.** The amount of each payment described in Paragraph 6.8.7 shall be determined by the Claims Administrator by applying the Allocation Procedures described in Exhibit Q, subject to adjustments to accommodate the Phase Two Floor or the Phase Two Cap described in Paragraph 6.8.9 or 6.8.10, respectively.
- 6.8.9. **Effect of the Phase Two Floor.** Subject to Paragraph 6.8.11, if, after the Claims Administrator applies the Allocation Procedures described in Exhibit Q, total payments from the Phase Two Funds would be less than the "Phase Two Floor" of \$3,625,000,000, the Claims Administrator shall increase each Phase Two Qualifying Class Member's Allocated Amount by the same percentage, so that the total payments from the Phase Two Action Fund will meet the Phase Two Floor.
- 6.8.10. **Effect of the Phase Two Cap.** Subject to Paragraph 6.8.11, if, after the Claims Administrator applies the Allocation Procedures described in Exhibit Q, total payments from the Phase Two Funds would be more than the "Phase Two Cap" of \$5,625,000,000, the Claims Administrator shall reduce each Phase Two Qualifying Class Member's Allocated Amount by the same percentage, so that

the total payments from the Phase Two Action Fund will not exceed the Phase Two Cap.

- 6.8.11. **Promoting Equity for Phase One and Phase Two Water Systems.** If either the Phase Two Floor or the Phase Two Cap is applied, the Claims Administrator, with the Special Master's approval, may shift from Phase One to Phase Two, or from Phase Two to Phase One, portions of the amounts designated in the Payment Schedule (attached as Exhibit K) as payments in 2029 or later, if necessary to promote equity between Phase One Qualifying Class Members and Phase Two Qualifying Class Members. Any such shift shall not alter the size or timing of any payment that 3M owes under this Settlement Agreement.
- 6.9. **Allocation Procedures.** The Allocation Procedures that will determine the amounts payable to each Qualifying Class Member are described in Exhibit Q. Applying the Allocation Procedures, the Claims Administrator shall calculate for each Phase One Qualifying Class Member an amount equaling the sum of the allocations for each Impacted Water Source that supplies water directly to a Public Water System owned or operated by the Phase One Qualifying Class Member. Later, the Claims Administrator shall individually calculate for each Phase Two Qualifying Class Member an amount that approximates, as closely as is reasonably possible, the amount that the Phase Two Qualifying Class Member would have been allocated if it had been a Phase One Qualifying Class Member.
- 6.10. **The Supplemental and Special Needs Funds.** The Allocation Procedures in Exhibit Q describe which Qualifying Class Members are eligible for payment from the "Phase One Supplemental Fund," the "Phase One Special Needs Fund," the "Phase Two Supplemental Fund," and the "Phase Two Special Needs Fund," and also describe how the Claims Administrator will determine the amount of each payment from any of these funds.
- 6.11. **Late Payment.** As set forth in the Payment Schedule in Exhibit K, 3M is scheduled to make twelve (12) annual payments of varying sizes that are due on April 15 of each calendar year from 2025 through 2036, inclusive. 3M may pay any payment that is due in 2025 or thereafter up to ninety (90) calendar days after its due date, so long as 3M adds interest to the payment, calculated at the Wall Street Journal Prime Rate plus eight percent (8%) for the period from the due date to the date the payment is made. However, it is agreed that only two (2) of these twelve (12) annual payments may be delayed. In the event that 3M intends to make a delayed payment, 3M shall give Class Counsel written notice of this intent by certified mail and email at least thirty (30) days before the payment is due. If 3M elects to delay a payment under this provision, it shall provide a solvency certificate to Class Counsel (which may be satisfied by a solvency opinion by a nationally recognized valuation firm) at the time of such notice. The solvency certificate shall include (or if need be, have appended to it) representations by 3M that the failure to timely make the payment will not negatively impact the solvency of 3M, that 3M does not intend to declare bankruptcy prior to making the payment, and that 3M will remain solvent after making the payment. If 3M does not provide the thirty (30) days' notice and the solvency certificate in conjunction with such notice, it shall pay a liquidated penalty of \$10 million to the Qualified Settlement Fund at the time 3M makes the delayed payment.

- 6.12. **Maximum Total Payment.** Other than interest for any payment made up to 90 days after its due date (and any potential liquidated penalty under Paragraph 6.11), and up to \$5,000,000 to cover costs incurred by the Notice Administrator and costs of executing the Notice Plan, 3M shall not pay pursuant to this Settlement Agreement more than \$12,500,000,000; or, if the Phase Two Floor is applied, more than \$10,500,000,000; or if neither the Phase Two Floor nor the Phase Two Cap is applied, an amount between \$10,500,000,000 and \$12,500,000,000 calculated as described in this Section 6 and in the Payment Schedule in Exhibit K. Included within 3M's total payment amount of \$10,500,000,000 to \$12,500,000,000 are all costs incurred by the Special Master, the Claims Administrator, the Escrow Agent, and their agents; the Common-Benefit Holdback Assessments, whether for attorneys' fees, costs, or otherwise; all attorneys' fees, costs, and expenses; the full amount of 3M's settlement with the City of Stuart, Florida; the full amount of 3M's settlement with the Middlesex Water Company; and the full amount of 3M's credit for the amount that the Public Water System for the City of Rome, Georgia, would have received as a Phase One Qualifying Class Member under the Allocation Procedures described in Exhibit Q.
- 6.13. **Payment of Amounts Remaining in Any Fund.** The Claims Administrator shall pay any money remaining in the Phase One Action Fund, the Phase One Supplemental Fund, or the Phase One Special Needs Fund as of December 31, 2033, to the Phase One Qualifying Class Members, in proportion to the sum of the prior payments that each Phase One Qualifying Class Member received from all funds established by this Settlement Agreement. The Claims Administrator shall pay any money remaining in the Phase Two Action Fund, the Phase Two Supplemental Fund, or the Phase Two Special Needs Fund as of December 31, 2036, to the Phase Two Qualifying Class Members in proportion to the sum of the prior payments that each Phase Two Qualifying Class Member received from all funds established by this Settlement Agreement.

7. ADMINISTRATION

- 7.1. **Selection of Notice Administrator.** Within thirty (30) calendar days after the Settlement Date, Interim Class Counsel will retain, subject to consultation with 3M, a Notice Administrator who shall be formally appointed by the Court. Interim Class Counsel shall propose the following Person, subject to the review of 3M, to serve as Notice Administrator, who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Steven Weisbrot
 President and Chief Executive Officer
 Angeion Group
 1650 Arch Street, Suite 2210
 Philadelphia, PA 19103

- 7.2. **Requirements for Notice Administrator.** The Notice Administrator's role shall generally include administering the Notice Plan, which is subject to Court approval as provided in Paragraph 8.1.

- 7.2.1. The Notice Administrator may not be a Person who has acted as counsel, or otherwise represented a party, in Claims relating to AFFF or PFAS.
- 7.2.2. The Notice Administrator shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Notice Administrator deems to be reasonably necessary to effectuate the Notice Plan, which is subject to Court approval as provided in Paragraph 8.1. Subject to the Court's approval, the Notice Administrator may retain any Person that the Notice Administrator deems to be reasonably necessary to provide assistance in administering the Notice Plan.
- 7.2.3. Any successor to the initial Notice Administrator shall fulfill the same functions from and after the date of succession and shall be bound by the determinations made by the predecessor to date.
- 7.2.4. The Notice Administrator shall have no authority to alter in any way the Parties' rights and obligations under the Settlement Agreement.
- 7.2.5. 3M, 3M's Counsel, and Released Parties shall have no involvement with or responsibility for supervising the Notice Administrator and are not subject to the authority of the Notice Administrator.
- 7.2.6. All fees, costs, and expenses incurred in the administration or work by the Notice Administrator, including fees, costs, and expenses of the Notice Administrator, shall be paid in accordance with Paragraph 6.3.
- 7.3. **Selection of Claims Administrator.** Interim Class Counsel shall propose the following Person, subject to the review of 3M, to serve as Claims Administrator, who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:
 - Dustin Mire
 - Eisner Advisory Group
 - 8550 United Plaza Boulevard, Suite #1001
 - Baton Rouge, LA 70809
- 7.4. **Requirements for Claims Administrator.** The Claims Administrator's role generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Claims Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount and overseeing distribution of the Settlement Funds pursuant to this Settlement Agreement and the Allocation Procedures described in Exhibit Q.
 - 7.4.1. The Claims Administrator may not be a Person who has acted as counsel, or otherwise represented a party, in Claims relating to AFFF or PFAS.
 - 7.4.2. The Claims Administrator shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Claims Administrator deems to be reasonably necessary to effectuate the administration

of claims. Subject to the Court’s approval, the Claims Administrator may retain any Person that the Claims Administrator deems to be reasonably necessary to provide assistance in administering the Allocation Procedures described in Exhibit Q.

- 7.4.3. Any successor to the initial Claims Administrator shall fulfill the same functions from and after the date of succession and shall be bound by the determinations made by the predecessor to date.
- 7.4.4. The Claims Administrator shall have no authority to alter in any way the Parties’ rights and obligations under the Settlement Agreement.
- 7.4.5. 3M, 3M’s Counsel, and Released Parties are not subject to the authority of the Claims Administrator.
- 7.4.6. Any decision by the Claims Administrator resolving any dispute that could, directly or indirectly, alter the size or timing of any payment that 3M owes under this Settlement Agreement may be reviewed de novo by the Special Master upon written request from the aggrieved Party or Person.
- 7.4.7. All fees, costs, and expenses incurred in the administration or work by the Claims Administrator, including fees, costs, and expenses of the Claims Administrator, shall be paid in accordance with Paragraph 6.3.
- 7.5. **Selection of Special Master.** Interim Class Counsel shall propose the following Person to serve as Special Master, who shall be formally appointed by the Court pursuant to Federal Rule of Civil Procedure 53:

Matthew Garretson
 Wolf/Garretson LLC
 P.O. Box 2806
 Park City, UT 84060

Class Counsel and 3M shall also select a retired judge to serve as a Special Master for the purpose of resolving disputes that Class Counsel and 3M may identify, including disputes about the timing or amount of 3M’s payments under Phase Two. Class Counsel and 3M shall propose such retired judge to be formally appointed by the Court and, in the event that they cannot reach agreement, they shall work with the MDL mediator to reach agreement or, failing that, shall request that the Court appoint a retired judge to serve in this capacity. The retired judge shall be selected and appointed before any dispute impacting the timing or amount of 3M’s payments under Phase Two could arise. Such person shall be treated as the “Special Master” under this Agreement for those disputes that he or she is called upon to resolve.

- 7.6. **Requirements for Special Master.** The Special Master’s role shall generally include administration of the proposed Settlement by overseeing the work of the Notice Administrator and the Claims Administrator, and in providing quasi-judicial intervention if and/or when necessary, such as for determinations (if any) related to appeals of Allocated

Amounts.

- 7.6.1. The Special Master may not be a Person who has acted as counsel, or otherwise represented a party, in Claims relating to AFFF or PFAS.
- 7.6.2. The Special Master shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Special Master deems to be reasonably necessary for the efficient and timely administration of the Settlement. Subject to the Court's approval, the Special Master may retain any Person that the Special Master deems to be reasonably necessary to provide assistance in effectuating the Settlement.
- 7.6.3. Any successor to the initial Special Master shall fulfill the same functions from and after the date of succession and shall be bound by the determinations made by the predecessor to date.
- 7.6.4. The Special Master shall have no authority to alter in any way the Parties' rights and obligations under the Settlement Agreement absent express, written agreement by the Parties.
- 7.6.5. 3M, 3M's Counsel, and Released Parties are not subject to the authority of the Special Master.
- 7.6.6. Any decision by the Special Master resolving any dispute that could, directly or indirectly, alter the size or timing of any payment that 3M owes under this Settlement Agreement may be reviewed de novo by the Court upon written request from the aggrieved Party or Person. The Court's judgments shall be final, binding, and nonreviewable, except to the extent that they impact the size or timing of any payment that 3M owes under this Settlement Agreement.
- 7.6.7. Pursuant to Federal Rule of Civil Procedure 53(f), Class Representatives and 3M stipulate that the Special Master's factual findings will be reviewed by the Court only for clear error (unless the Court disapproves that part of the stipulation and thus requires de novo review); the Special Master's legal conclusions, including the Special Master's interpretation of this Settlement Agreement, will be reviewed by the Court de novo; and the Special Master's ruling on any procedural matter may be set aside by the Court only for an abuse of discretion.
- 7.6.8. All fees, costs, and expenses incurred in the administration or work by the Special Master, including fees, costs, and expenses of the Special Master, shall be paid solely from the Qualified Settlement Fund.
- 7.7. **Qualified Settlement Fund Administration.** All fees, costs, and expenses incurred in the administration of the Qualified Settlement Fund, including fees, costs, and expenses of the Escrow Agent, shall be paid in accordance with Paragraph 6.3.
- 7.8. **Allocation.** The Settlement Funds shall be allocated pursuant to the Allocation Procedures described in Exhibit Q.

8. APPROVAL AND NOTICE

8.1. **Preliminary Approval.** Within ten (10) calendar days after the Settlement Date, Class Representatives shall submit to the Court a motion seeking (i) certification, for settlement purposes only, of the Settlement Class as defined in Paragraph 5.1; (ii) Preliminary Approval of the Settlement; (iii) approval of the Notice (attached as Exhibit B); (iv) approval of the Notice Plan (attached as Exhibit C); (v) approval of the Summary Notice (attached as Exhibit M); (vi) appointment of Class Counsel; (vii) appointment of the Notice Administrator; (viii) appointment of the Claims Administrator; and (ix) appointment of the Special Master.

8.2. Notice.

8.2.1. The Notice process shall commence no later than fourteen (14) calendar days after the entry of the Order Granting Preliminary Approval. Notice shall be provided by the Notice Administrator to Eligible Claimants by first-class U.S. mail where available and by publication elsewhere to meet the requirements of Federal Rule of Civil Procedure 23, incorporate the elements suggested by the Federal Judicial Center, and describe the aggregate Settlement Funds, the consideration described in Section 6, and the Allocation Procedures described in Exhibit Q. Class Representatives and 3M will agree in writing on the form and content of the Notice and Claims Form, consistent with Exhibit B and Exhibit A, respectively.

8.2.2. The Notice of the Settlement shall explain that each Eligible Claimant must specify if it (i) objects to the Settlement, as described in Paragraphs 8.4 through 8.4.4, or (ii) wishes to opt out of the Settlement, as described in Paragraphs 8.5 through 8.5.4. The Notice also shall explain that, under Paragraph 5.2, an Eligible Claimant must submit a timely notice if it has been erroneously listed in Exhibit E or F as a Phase One Eligible Claimant or a Phase Two Eligible Claimant, respectively. The Notice must explain that any Phase One Eligible Claimant that does not opt out will be required to test (or to recently have tested) all its Water Sources for PFAS, as described in Exhibit Q, and to submit all PFAS test results to the Claims Administrator as part of the Phase One process, as described in Exhibit Q and Paragraph 10.3. The Notice also must explain that any Phase Two Eligible Claimant that does not opt out will be eligible for the Phase Two process (as described in Paragraphs 6.8 through 6.8.11), including funds available for future PFAS testing (as described in Exhibit Q and Paragraphs 6.8.2 through 6.8.5), and will be required to test all its Water Sources for PFAS, as described in Exhibit Q, and to submit all PFAS test results to the Claims Administrator as part of the Phase Two process, as described in Exhibit Q and Paragraph 10.3. The Notice must explain that any Eligible Claimant that fails to respond to the Notice will become a Class Member and have its Claims released as described in Section 11.

8.3. **CAFA Notice.** Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b), 3M, or the Notice Administrator on 3M's behalf, shall serve notice of the Settlement via first-class U.S. mail on the appropriate federal and state officials no later than ten (10)

calendar days after this Settlement Agreement is filed with the Court.

- 8.4. **Objections to Settlement.** Any Eligible Claimant that wishes to object to the Settlement or an award of fees or expenses to Class Counsel must file a written, signed statement designated “Objection” with the Clerk of the Court and provide service on 3M and Class Representatives in accordance with Federal Rule of Civil Procedure 5. Any Objection must be properly filed and served by the deadline imposed by the Court. In seeking Preliminary Approval of this Settlement Agreement, the Class Representatives will ask the Court to set that deadline sixty (60) calendar days after the date the Notice is mailed.
 - 8.4.1. All Objections must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to object on behalf of the Eligible Claimant and must provide:
 - 8.4.1.1. an affidavit or other proof of the Eligible Claimant’s standing;
 - 8.4.1.2. the name, address, telephone and facsimile numbers, and email address (if available) of the filer and the Eligible Claimant;
 - 8.4.1.3. the name, address, telephone and facsimile numbers, and email address (if available) of any counsel representing the Eligible Claimant;
 - 8.4.1.4. all objections asserted by the Eligible Claimant and the specific reasons for each objection, including all legal support and evidence the Eligible Claimant wishes to bring to the Court’s attention;
 - 8.4.1.5. an indication as to whether the Eligible Claimant wishes to appear at the Final Fairness Hearing; and
 - 8.4.1.6. the identity of all witnesses the Eligible Claimant may call to testify.
 - 8.4.2. Any Eligible Claimant may object either on its own or through any attorney hired at its own expense. If an Eligible Claimant is represented by counsel, the attorney must file a notice of appearance with the Clerk of Court no later than the date ordered by the Court for the filing of Objections and serve 3M’s Counsel and Class Counsel in accordance with Federal Rule of Civil Procedure 5 within the same period.
 - 8.4.3. Any Eligible Claimant that complies with the provisions of Paragraphs 8.4 through 8.4.2 may, in the Court’s discretion, appear at the Final Fairness Hearing to object to the Settlement or to the award of fees and costs to Class Counsel. Any Eligible Claimant that fails to comply with the provisions of Paragraphs 8.4 through 8.4.2 shall waive and forfeit any and all rights and objections the Eligible Claimant may have asserted, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments with respect to the Settlement.
 - 8.4.4. No “mass” or “class” Objection shall be valid, no Eligible Claimant may submit

an Objection on behalf of any other Eligible Claimant or Class Member, and any Eligible Claimant that objects may be required to submit to discovery regarding its Objection.

- 8.5. **Opt Outs.** Any Eligible Claimant that wishes to opt out of the Settlement must serve a written, signed “Opt Out” statement designated “Request for Exclusion” on the Notice Administrator, the Special Master, the Claims Administrator, 3M’s Counsel, and Class Counsel in accordance with Paragraph 13.15. Any Request for Exclusion must be properly served by the deadline imposed by the Court. In seeking Preliminary Approval of this Settlement Agreement, the Class Representatives will ask the Court to set that deadline ~~sixty (60)~~ninety (90) calendar days after the date the Notice is mailed. Any Eligible Claimant that has elected to opt out may withdraw its Request for Exclusion at any time prior to the Final Fairness Hearing and thereby accept all terms of this Settlement Agreement, including its Dismissal provisions.
- 8.5.1. The Request for Exclusion must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to exclude the Eligible Claimant from the Settlement and must:
- 8.5.1.1. provide an affidavit or other proof of the Eligible Claimant’s standing;
 - 8.5.1.2. provide the filer’s name, address, telephone and facsimile numbers, and email address (if available);
 - 8.5.1.3. provide the Eligible Claimant’s name, address, telephone and facsimile numbers, and e-mail address (if available); and
 - 8.5.1.4. be received by the Court no later than the Court-approved date designated for such purpose in the Notice.
- 8.5.2. Any Eligible Claimant that submits a timely and valid Opt Out shall not (i) be bound by any orders or judgments entered in the MDL Cases with respect to this Settlement Agreement (but shall continue to be bound by other orders entered in the Litigation, including any protective order); (ii) be entitled to any of the relief or other benefits provided under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to submit an Objection.
- 8.5.3. Any Eligible Claimant that does not submit a timely and valid Opt Out (or submits and then withdraws its Opt Out) submits to the jurisdiction of the Court and shall waive and forfeit any and all rights and objections the Eligible Claimant may have asserted, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments with respect to the Settlement.
- 8.5.4. No “mass” or “class” Opt Out shall be valid, and no Eligible Claimant may submit an Opt Out on behalf of any other Eligible Claimant or Class Member.
- 8.6. **The Final Fairness Hearing.** On the date and time set by the Court, the Class Representatives and 3M shall participate in the Final Fairness Hearing and will reasonably

cooperate with one another to obtain an Order Granting Final Approval, with Class Counsel, on behalf of the Class Representatives, expressly moving for Final Approval.

- 8.7. **Entry of Order Granting Final Approval.** At the Final Fairness Hearing, the Class Representatives will request that the Court: (i) enter an Order Granting Final Approval in accordance with this Settlement Agreement; (ii) conclusively certify the Settlement Class; (iii) overrule or otherwise resolve any Objections; (iv) make a final determination that notice was adequate; (v) approve the Settlement Agreement as final, fair, good faith, reasonable, adequate, and binding on all Class Members; (vi) dismiss this action with prejudice; and (vii) permanently enjoin any Class Member from bringing any proceeding against any Released Party in any court. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel may apply for a fee consisting of a portion of the Settlement Funds and for reimbursement of costs and expenses. That application shall be filed not less than twenty (20) calendar days before Objections are due pursuant to Paragraph 8.4. Subject to Class Counsel's application for attorneys' fees and costs, and in accordance with the Order Granting Final Approval, the Special Master, after consulting with the Claims Administrator, shall distribute attorneys' fees and costs approved by the Court (including expert witness fees, consultants' fees, and litigation expenses; any Court-approved class-representative service awards; and the cost of class notice and class administration) from the Qualified Settlement Fund. Any attorneys' fees and costs paid to Class Counsel from the Settlement Funds shall be paid only to the extent awarded by the Court, subject to the holdback provisions in Paragraph 6.6, and not before the Court has entered the Order Granting Final Approval and dismissed this action with prejudice, with no appeals pending or possible.
- 8.8. **Attorneys' Fees, Costs, and Expenses.** Class Counsel intend to file a motion for an award of attorneys' fees and costs that will request that amounts due under the Common-Benefit Holdback Assessment provisions in Case Management Order No. 3, private attorney/client contracts, and fees of Class Counsel all be paid from the Qualified Settlement Fund, but any such fees and costs of Class Counsel must be approved by the Court. Any such award shall be paid from the Qualified Settlement Fund by the Escrow Agent before any portion of the Settlement Fund is distributed to Class Members, upon production to the Escrow Agent of a copy of the order, on or after such date as the award may become payable under the Court's order. 3M has no obligation for any such award other than its payment obligations under this Settlement Agreement and the Payment Schedule in Exhibit K. Class Counsel and 3M's Counsel will cooperate to ensure that attorneys' fees and costs related to Phase One shall be fully paid from the payments designated in the Table in Exhibit K as "Phase One infrastructure" and that attorneys' fees and costs related to Phase Two shall be fully paid from the payments designated in the Table in Exhibit K as "Phase Two infrastructure." For avoidance of doubt, any award of attorneys' fees, costs, or expenses shall be paid from the Settlement Funds; no Released Party shall pay for any attorneys' fees, costs, or expenses for Class Counsel separate from or in addition to the Settlement Funds.
- 8.9. **Effect of Failure of Final Approval.** If the Court declines to enter an Order Granting Final Approval in accordance with the terms of this Settlement Agreement, the parties shall proceed as follows:

- 8.9.1. If the Court declines to enter the Order Granting Final Approval as provided for in this Settlement Agreement, the Litigation against any Released Party will resume unless within thirty (30) calendar days the parties mutually agree in writing to (i) seek reconsideration or appellate review of the decision denying entry of the Order Granting Final Approval; (ii) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; or (iii) comply with other guidance or directives the Court has provided.
 - 8.9.2. If the Litigation against any Released Party resumes or the parties seek reconsideration or appellate review of the decision denying entry of the Order Granting Final Approval and such reconsideration or appellate review is denied, this Settlement Agreement shall thereupon terminate.
 - 8.9.3. If, for any reason, the Settlement is not approved by the Court or does not become subject to Final Approval, then no class will be deemed certified as a result of this Settlement Agreement, and the Litigation against any Released Party for all purposes will revert to its status as of the Settlement Date. In such event, no Released Party will be deemed to have consented to certification of any class, and the Released Parties will retain all rights to oppose, appeal, or otherwise challenge class certification and any other issue in the Litigation. Likewise, if the Settlement is not approved by the Court or does not become subject to Final Approval, then the participation in the Settlement by any Class Representative or Class Member cannot be raised as a defense to their Claims.
- 8.10. **Effect of Failure of Order Granting Final Approval to Become a Final Judgment.** If the Order Granting Final Approval does not become a Final Judgment because an appeal is taken of the Order Granting Final Approval, the parties shall proceed as follows:
- 8.10.1. If the Order Granting Final Approval is reversed or vacated by the appellate court, the Litigation against any Released Party will resume within thirty (30) calendar days unless the parties mutually agree in writing to (i) seek further reconsideration or appellate review of the decision reversing or vacating the Order Granting Final Approval; or (ii) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement.
 - 8.10.2. If the Litigation against any Released Party resumes or the parties seek further reconsideration or appellate review of the appellate decision reversing or vacating the Order Granting Final Approval and such further reconsideration or appellate review is denied, this Settlement Agreement shall thereupon terminate.
 - 8.10.3. If, for any reason, the Settlement does not become subject to Final Judgment, then no class will be deemed certified as a result of this Settlement Agreement, and the Litigation against any Released Party for all purposes will revert to its status as of the Settlement Date. In such event, no Released Party will be deemed to have consented to certification of any class, and Released Parties will retain all rights to oppose, appeal, or otherwise challenge class certification and any other issue in the Litigation. Likewise, if the Settlement does not become subject to Final

Judgment, then the participation in the Settlement by any Class Representative or Class Member cannot be raised as a defense to their Claims.

- 8.11. **Termination Refund.** If the Agreement terminates for any reason, the Escrow Agent shall, within seven (7) calendar days after receiving written notice of termination from 3M, repay to 3M the amount 3M paid into the Qualified Settlement Fund (including any interest accrued thereon) less 3M's share of the sum of the notice, administrative, and any similar Court-approved costs actually paid or due and payable from the Qualified Settlement Fund as of the date on which the Escrow Agent receives the notice.

9. REQUIRED PARTICIPATION THRESHOLD AND TERMINATION

- 9.1. **Walk-Away Right.** 3M shall have the option, in its sole discretion, to terminate this Settlement Agreement and not proceed with the Settlement, without penalty, if any of the seventeen (17) parts of the "Required Participation Threshold" described in Paragraphs 9.1.1 through 9.1.18 is not met (the "Walk-Away Right"). After meeting and conferring, the parties have agreed that Exhibits E, F, and N represent a good-faith effort to list all Phase One and Phase Two Eligible Claimants; to state whether each Eligible Claimant has asserted any Claims against 3M in the Litigation; and to state the number of people served by each Eligible Claimant according to SDWIS (or to estimate that number where necessary). The parties may, however, by mutual agreement, correct such Exhibits, consistent with notification received pursuant to Paragraphs 5.2 and 8.2.2, before applying Paragraphs 9.1.1 through 9.1.18.

- 9.1.1. The first part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 3,300 or fewer people exceeds Threshold Percentage A of the number of Phase One Eligible Claimants serving 3,300 or fewer people.
- 9.1.2. The second part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 3,300 or fewer people exceeds Threshold Percentage B of the number of Phase Two Eligible Claimants serving 3,300 or fewer people.
- 9.1.3. The third part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 3,301 to 10,000 people exceeds Threshold Percentage C of the number of Phase One Eligible Claimants serving 3,301 to 10,000 people.
- 9.1.4. The fourth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 3,301 to 10,000 people exceeds Threshold Percentage D of the number of Phase Two Eligible Claimants serving 3,301 to 10,000 people.
- 9.1.5. The fifth part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 10,001 to 25,000 people exceeds Threshold Percentage E of the number of Phase One Eligible Claimants serving 10,001 to 25,000 people.

- 9.1.6. The sixth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 10,001 to 25,000 people exceeds Threshold Percentage F of the number of Phase Two Eligible Claimants serving 10,001 to 25,000 people.
- 9.1.7. The seventh part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 25,001 to 50,000 people exceeds Threshold Percentage G of the number of Phase One Eligible Claimants serving 25,001 to 50,000 people.
- 9.1.8. The eighth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 25,001 to 50,000 people exceeds Threshold Percentage H of the number of Phase Two Eligible Claimants serving 25,001 to 50,000 people.
- 9.1.9. The ninth part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 50,001 to 100,000 people exceeds Threshold Percentage I of the number of Phase One Eligible Claimants serving 50,001 to 100,000 people.
- 9.1.10. The tenth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 50,001 to 100,000 people exceeds Threshold Percentage J of the number of Phase Two Eligible Claimants serving 50,001 to 100,000 people.
- 9.1.11. The eleventh part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 100,001 to 250,000 people exceeds Threshold Percentage K of the number of Phase One Eligible Claimants serving 100,001 to 250,000 people.
- 9.1.12. The twelfth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 100,001 to 250,000 people exceeds Threshold Percentage L of the number of Phase Two Eligible Claimants serving 100,001 to 250,000 people.
- 9.1.13. The thirteenth part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 250,001 to 1,000,000 people exceeds Threshold Percentage M of the number of Phase One Eligible Claimants serving 250,001 to 1,000,000 people.
- 9.1.14. The fourteenth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 250,001 to 1,000,000 people exceeds Threshold Percentage N of the number of Phase Two Eligible Claimants serving 250,001 to 1,000,000 people.
- 9.1.15. The fifteenth part of the Required Participation Threshold is satisfied if, according to Exhibits E and F, the number of Class Members serving 1,000,000 or more people and identified in SDWIS as having a surface-water or purchased surface-

water source (or serving 1,000,000 or more people and that have not detected PFAS in five or fewer Water Sources) exceeds Threshold Percentage O of the number of Eligible Claimants serving 1,000,000 or more people and identified in SDWIS as having a surface-water or purchased surface-water source (or serving 1,000,000 or more people and that have not detected PFAS in five or fewer Water Sources).

- 9.1.16. The sixteenth part of the Required Participation Threshold is satisfied if, according to Exhibits E and F, the number of Class Members that serve 1,000,000 or more people, are identified in SDWIS as having only a groundwater source, and have detected PFAS in five or fewer Water Sources exceeds Threshold Percentage P of the number of Eligible Claimants serving 1,000,000 or more people, are identified in SDWIS as having only a groundwater source, and have detected PFAS in five or fewer Water Sources.
- 9.1.17. The seventeenth part of the Required Participation Threshold is satisfied if, according to Exhibit N, the number of Class Members that have asserted any Claims against 3M in the Litigation exceeds Threshold Percentage Q of the number of Eligible Claimants that have asserted any Claims against 3M in the Litigation.
- 9.1.18. Thresholds A through Q are specified in the Supplemental Agreement, which will be filed with the Court under seal.
- 9.2. **Process for Exercising or Waiving the Walk-Away Right.** The parties, the Notice Administrator, the Claims Administrator, and the Special Master will be informed of each Request for Exclusion that an Eligible Claimant timely and properly serves. Within fourteen (14) calendar days after receiving the last such Request for Exclusion, the Special Master, after consultation with the Claims Administrator, shall determine whether all seventeen (17) parts of the Required Participation Threshold have been satisfied and shall inform the parties of this determination. If the Special Master determines and informs the parties that all parts of the Required Participation Threshold have been satisfied, and 3M in good faith agrees with that determination, 3M shall, as soon as reasonably possible and in any event no later than twenty-one (21) calendar days after receiving the Special Master's determination, file with the Special Master and the Claims Administrator and serve on all parties in accordance with Paragraph 13.15 written notice that 3M's Walk-Away Right was not triggered. If the Special Master determines and informs the parties that some or all parts of the Required Participation Threshold have not been satisfied, or if 3M in good faith disagrees with a determination by the Special Master that all parts of the Required Participation Threshold have been satisfied, 3M may, in its sole discretion, no later than twenty-one (21) calendar days after receiving the Special Master's determination, file with the Special Master and the Claims Administrator and serve on all parties in accordance with Paragraph 13.15 written notice that 3M is either (i) exercising its Walk-Away Right or (ii) waiving its Walk-Away Right.
- 9.3. **Effect of Exercising the Walk-Away Right.** If 3M files and serves a written notice exercising its Walk-Away Right in accordance with Paragraph 9.2, this Settlement

Agreement shall thereupon terminate, and this Settlement Agreement, 3M's obligations under it, and all Releases shall become null and void, without prejudice to the ability of each Party, at its own sole option and discretion, to attempt to negotiate a settlement on different terms. In the event of such a termination, no class will be deemed certified as a result of this Settlement Agreement, and the Litigation against any Released Party for all purposes will revert to its status as of the Settlement Date. In such event, no Released Party will be deemed to have consented to certification of any class, and Released Parties will retain all rights to oppose, appeal, or otherwise challenge class certification and any other issue in the Litigation. Likewise, the participation in the Settlement by any Class Representative or Class Member cannot be raised as a defense to its Claims.

- 9.4. **Effect of Waiving the Walk-Away Right.** If, in accordance with Paragraph 9.2, 3M files and serves a written notice stating that its Walk-Away Right was either waived or not triggered, within five (5) Business Days thereafter the parties shall submit a joint stipulation to the Court requesting a stay of all proceedings against Released Parties in any action designated as a Tier One or Tier Two bellwether case under Case Management Order Nos. 13, 19, and 19-A in the MDL Cases, including the actions identified in Exhibit O. In the event the Court enters an Order designating additional actions brought by Public Water Systems as bellwether cases before the Effective Date or termination of the Settlement, the parties shall submit a joint stipulation requesting a stay of all proceedings against Released Parties in those additional actions within five (5) Business Days after entry of that Order. The parties shall request that any stay of proceedings remain in place until either (i) Dismissal pursuant to Paragraph 11.5 or (ii) the Settlement is terminated pursuant to Paragraph 8.9.2 or 8.10.2. Where a stay of proceedings is terminated because the Settlement is terminated pursuant to Paragraph 8.9.2 or Paragraph 8.10.2, the parties shall work cooperatively to submit to the Court within thirty (30) calendar days after the stay being terminated proposed modifications to the bellwether schedule to allow Released Parties to participate in those proceedings without being prejudiced.
- 9.5. **Fee Award Not Grounds for Termination.** The Court's entry of an order awarding Class Counsel an amount for attorneys' fees or expenses less than the amounts requested by Class Counsel shall not be grounds to void this Settlement Agreement. The only remedy in the event of a fee or expense award less than Class Counsel's request shall be a separate appeal by Class Counsel of the fee or expenses award ordered by the Court.
- 9.6. **Terms Surviving Termination.** The terms provided in Paragraphs 8.9.3, 8.10.3, 9.3, 9.6, 13.1, 13.3, 13.13, 13.15, 13.16, and 13.20 shall survive any termination of this Settlement Agreement.

10. DISTRIBUTIONS

- 10.1. **Notice and Administration.** All costs of notice and administration of the Settlement shall be paid in accordance with the provisions of Paragraphs 6.3 and 7.7.
- 10.2. **Attorneys' Fees and Costs.** Any award of attorneys' fees, costs, or expenses under the Order Granting Final Approval or such other order of the Court shall be paid from the Qualified Settlement Fund by the Escrow Agent, after production to the Escrow Agent of

a copy of the order, and consistent with the Payment Schedule in Exhibit K. 3M shall have no obligation for any such award other than its payment obligations under this Settlement Agreement's express terms.

- 10.3. **Claims Procedure, Claims Periods, and Claims Forms.** To make a claim against the Qualified Settlement Fund, a Class Member will be required to submit to the Claims Administrator a completed, certified Claims Form, signed under penalty of perjury in accordance with 28 U.S.C. § 1746, that provides that the Person submitting the Claims Form is authorized to submit a claim on behalf of the Class Member; provides the Class Member's name, address, telephone and facsimile numbers, and email address (if available); authorizes 3M to obtain all relevant Water Sources' detailed PFAS test results from the laboratory that performed the analyses; and provides, fully and completely, all other information required by the Claims Form, including a statement that it tested each of its Water Sources for PFAS. Phase One Class Members will be allowed to submit Phase One Action Claims Forms up to the date specified for such purpose in the Notice. As described in Exhibit Q, the Claims Administrator shall specify the Claims Periods during which Class Members must submit Phase Two Testing Compensation Claims Forms, Phase Two Action Claims Forms, Supplemental Claims Forms, and Special Needs Claims Forms. Class Counsel will, in its sole discretion, confirm the validity of each Claims Form and confirm that it provides the required information.
- 10.4. **Submission and Payment of Claims.** The Escrow Agent shall release Settlement Funds from the Qualified Settlement Fund to Class Counsel for the benefit of Qualifying Class Members, and Class Counsel will cause the Claims Administrator to distribute the Settlement Funds from the Qualified Settlement Fund to Qualifying Class Members, consistent with the payment provisions set forth in Section 6 and Exhibits K and Q.

11. RELEASE, COVENANT NOT TO SUE, AND DISMISSAL

11.1. Release.

- 11.1.1 Upon entry of the Final Judgment, and regardless of any post-Settlement Date change to any federal or state law or regulation relating to or involving PFAS, the Releasing Parties shall expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever release, waive, compromise, settle, and discharge the Released Parties from each and every one of the following Claims (collectively, the "Released Claims" or the "Release"): (i) any Claim that may have arisen or may arise at any time in the future out of, relates to, or involves PFAS that has entered or may reasonably be expected to enter Drinking Water or any Releasing Party's Public Water System, including any Claim that (a) was or could have been asserted in the Litigation and that arises or may arise at any time in the future out of, relates to, or involves Drinking Water or any Releasing Party's Public Water System; (b) is for any type of relief with respect to the design, engineering, installation, maintenance, or operation of, or cost associated with, any kind of treatment, filtration, remediation, management, investigation, testing, or monitoring of PFAS in Drinking Water or in any Releasing Party's Public Water System; or (c) has arisen or may arise at any time in the future out of, relates to,

or involves any increase in the rates for Drinking Water that any Releasing Party or Public Water System charges its customers; (ii) any Claim that has arisen or may arise at any time in the future out of, relates to, or involves the development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS); (iii) any Claim that has arisen or may arise at any time in the future out of, relates to, or involves any Releasing Party's transport, disposal, or arrangement for disposal of PFAS-containing waste or PFAS-containing wastewater, or any Releasing Party's use of PFAS-containing water for irrigation or manufacturing; (iv) any Claim that has arisen or may arise at any time in the future out of, relates to, or involves representations about PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS); and (v) any Claim for punitive or exemplary damages that has arisen or may arise at any time in the future out of, relates to, or involves PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS). The terms "Release" and "Released Claims" do not include any Claim that a Class Member can demonstrate arises solely out of conduct by Released Parties that occurs entirely after the Effective Date. It is the intention of this Agreement that the definitions of "Release" and "Released Claims" be as broad, expansive, and inclusive as possible.

11.1.2 Paragraph 11.1.1(i)–(iii) does not apply to the following:

11.1.2.1 Paragraph 11.1.1(i)–(iii) does not apply to a Class Member's Claim related to the remediation, testing, monitoring, or treatment of real property to remove or remediate PFAS where (i) the Class Member owns or possesses real property and has legal responsibility to remove contamination from or remediate contamination of such real property; (ii) such real property is separate from and not related in any way to the Class Member's Public Water System (such as an airport or fire training facility); (iii) the Class Member seeks damages or other relief unrelated to Drinking Water or a Class Member's Public Water System or Water Sources; and (iv) if the Class Member seeks remediation, testing, monitoring, or treatment of groundwater under such real property, the Class Member either (a) identifies Non-Class Potable Water that may be adversely affected by the fate and transport of PFAS released into the groundwater under such real property or (b) is subject to a state or federal directive, order, or permit condition requiring groundwater remediation or treatment to the extent that the directive, order, or permit condition is not premised on a need to protect a Class Member's Public Water System or Water Sources. If a Class Member pursues such a Claim against any Released Party, the Class Member's Claim and damages shall be limited to the costs of remediating or removing PFAS from the property or groundwater under the property, in accordance with applicable or relevant state or federal regulatory cleanup standards and in a cost-effective

manner.

11.1.2.2 Paragraph 11.1.1(i)–(iii) does not apply to a Class Member’s Claim related to the discharge, remediation, testing, monitoring, treatment, or processing of stormwater or wastewater to remove or remediate PFAS at its permitted stormwater system or permitted wastewater facility where (i) the Class Member owns or operates a permitted stormwater system or permitted wastewater facility; (ii) such facility is separate from and not related in any way to the Class Member’s Public Water System (such as a separate stormwater or wastewater system that is not related in any way to a Public Water System); (iii) the Class Member seeks damages or other relief unrelated to Drinking Water or a Class Member’s Public Water System or Water Sources; and (iv) if the Class Member seeks remediation, testing, monitoring, or treatment of groundwater impacted by a permitted stormwater system or permitted wastewater facility, the Class Member either (a) identifies Non-Class Potable Water that may be adversely affected by the fate and transport of PFAS released into the groundwater from the separate stormwater system or wastewater facility, or (b) is subject to a state or federal directive, order, or permit condition requiring groundwater remediation or treatment to the extent that the directive, order, or permit condition is not premised on a need to protect a Class Member’s Public Water System or Water Sources. If a Class Member pursues such a Claim against any Released Party related to stormwater or wastewater that will not be used for Drinking Water, the Class Member’s Claim and damages shall be limited to the costs of remediating or removing PFAS from the stormwater or wastewater in a cost-effective manner. If a Class Member pursues such a Claim against any Released Party related to groundwater that will not be used for Drinking Water and that has been impacted by stormwater or wastewater, the Class Member’s Claim and damages related to groundwater shall be limited to the costs of remediating or removing PFAS from the groundwater, in accordance with any applicable state or federal regulatory groundwater cleanup standards in a cost-effective manner.

11.1.3 Notwithstanding Paragraphs 11.1.2 through 11.1.2.2, if a Releasing Party pursues a Claim, including any Claim described in Paragraphs 11.1.2 through 11.1.2.2, against any Released Party arising out of, relating to, or involving PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS), the Releasing Party shall affirm in a complaint or similar filing that (i) this Settlement Agreement has fully and finally resolved all its Claims against Released Parties arising out of, related to, or involving PFAS that has entered or is associated with Drinking Water or any Releasing Party’s Public Water System and (ii) its Claims against Released Parties do not arise out of, relate to, or involve (a) PFAS that has entered or is associated with Drinking Water or any Releasing Party’s Public Water System (including Claims seeking damages, abatement, or other relief to prevent or pay the cost to prevent PFAS from entering any Public Water System from a Water

Source or any other source) or (b) treatment, filtration, or remediation to address PFAS in or to prevent PFAS from entering Drinking Water or a Releasing Party's Public Water System.

11.1.4 Notwithstanding Paragraphs 11.1.2 through 11.1.2.2, and consistent with the affirmation described in Paragraph 11.1.3, each Releasing Party that pursues a Claim against any Released Party arising out of, related to, or involving PFAS or any product (including AFFF) manufactured with or containing PFAS (including any Claim described in Paragraphs 11.1.2 through 11.1.2.2):

11.1.4.1 shall specifically and expressly affirm in its complaint or similar filing and in any relevant expert report that it is not seeking damages, treatment, filtration, or remediation that in any way arises out of, relates to, or involves PFAS that has entered or is associated with Drinking Water or any Releasing Party's Public Water System (including Claims seeking abatement or other relief to prevent or pay the cost to prevent PFAS from entering any Public Water System from a Water Source or any other source or seeking treatment, filtration, or remediation to address PFAS in or prevent PFAS from entering Drinking Water or a Releasing Party's Public Water System);

11.1.4.2 shall make no argument to any finder of fact that the Releasing Party is entitled to any damages, remedy, or other relief described in Paragraph 11.1.4.1; and

11.1.4.3 shall not seek punitive or exemplary damages against any Released Party arising out of, related to, or involving PFAS or any product (including AFFF) manufactured with or containing PFAS, as Claims for such damages are released by this Settlement.

11.1.5 If a Person or entity that is not a Releasing Party brings a Claim against a Released Party arising out of, related to, or involving PFAS or any product (including AFFF) manufactured with or containing PFAS, upon the request of a Released Party for use in litigation or arbitration commenced by such Person or entity, a Releasing Party shall provide the Released Party a letter substantially in the form of Exhibit P, which makes clear that (i) the Releasing Party has expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released, waived, compromised, settled, and discharged the Released Parties from each and every one of the Released Claims pursuant to Paragraph 11.1.1; (ii) through payments made under this Settlement, 3M has fully resolved any and all duties or obligations any Released Party might have to contribute funds toward or otherwise address any alleged damages, treatment, filtration, or remediation that in any way arises out of, relates to, or involves PFAS that has entered or may enter Drinking Water or any Releasing Party's Public Water System, including any aspect of the provision, treatment, filtration, remediation, testing, or monitoring of Drinking Water from the Releasing Party's Public Water System; and (iii) the Releasing Party's Public Water System has ensured that PFAS

concentrations in its Public Water System's Drinking Water are kept below final federal and final state regulatory limits for PFAS.

- 11.2. **Exclusive Consideration for Released Claims.** The distributions described in Section 6, Paragraph 10.4, and Exhibits K and Q are the exclusive consideration provided to the Releasing Parties for the Released Claims against the Released Parties. Each Class Member shall look solely to the Settlement Funds (less reasonable attorneys' fees and costs) for satisfaction of all such Released Claims herein, though each Class Member also may seek payment from other defendants in the Litigation. Accordingly, the Released Parties shall not be subject to liability or expense of any kind to the Releasing Parties with respect to any Released Claims, other than as set forth in this Settlement Agreement.
- 11.3. **Covenant Not to Sue.** The Releasing Parties shall not at any time hereafter, whether directly or indirectly or individually or as a member or representative of a class commence, assign, or prosecute any Claim, demand, or cause of action at law or otherwise for damages, loss, or injury arising out of, related to, or involving any act, error, omission, event, or thing within the scope of the Release set forth in Paragraphs 11.1 through 11.1.5 against any or all Released Parties as to any Released Claims (the "Covenant Not to Sue"). The Releasing Parties consent to the jurisdiction of this Court or any other court having jurisdiction to enter an injunction barring the Releasing Parties from commencing or prosecuting any action or other proceeding, or seeking other benefits, based upon the Released Claims.
- 11.4. **Protection of Ratepayers.** Upon entry of the Final Judgment, each Releasing Party represents and warrants that (i) this Settlement has compensated it for PFAS allegedly attributable to the Released Party; and (ii) future additions, modifications, or improvements to its Public Water System due to PFAS will be the sole responsibility of the Releasing Party and not the Released Parties. Upon 3M's written request, a Releasing Party shall provide any Released Party a letter substantially in the form of Exhibit P (as set forth in Paragraph 11.1.5). No Releasing Party shall assert that any future rate increase request was ~~caused by~~ attributable to a Released Party's development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS or any product (including AFFF) manufactured with or containing PFAS, but may assert generally the need for PFAS treatment. The Releasing Parties reserve the right to change their rates for any reason, so long as they do not attribute the change to any Released Party.
- 11.5. **Dismissal.** Subject to Paragraph 11.5.1, in accordance with the Release and Covenant Not to Sue, all pending Litigation brought by or on behalf of a Releasing Party against any Released Party involving any Released Claim shall be dismissed with prejudice, with each party bearing its own costs (the "Dismissal"). The Parties agree that the Releasing Party shall execute a stipulation of Dismissal with prejudice, in the form provided for in Exhibit R, within fourteen (14) calendar days after the Effective Date.
 - 11.5.1. To the extent allowed by this Paragraph 11.5.1, Dismissal of pending Litigation that includes a Claim or part of a Claim that would not be released by this Section 11 shall be limited to any Claim or part of a Claim that is released by this Section 11. Any Releasing Party that asserts that it has at least one Claim (or part of a Claim) against a Released Party in the Litigation that would not be released by

this Section 11 must notify the Special Master, Class Counsel, and 3M's Counsel before the date of the Final Fairness Hearing if it intends to seek such a limited Dismissal. In accord with any written agreement among such Releasing Party, Class Counsel, and 3M's Counsel regarding the scope of limited Dismissal, such Releasing Party shall execute a stipulation of limited Dismissal with prejudice, in the form provided for in Exhibit R, dismissing with prejudice all Claims and parts of Claims released by this Section 11, with each party bearing its own costs, within fourteen (14) calendar days after the Effective Date. Absent written agreement among such Releasing Party, Class Counsel, and 3M's Counsel about the scope of any limited Dismissal, such Releasing Party must seek leave of court to file a limited Dismissal no later than fourteen (14) calendar days after the date of Final Approval. Such Releasing Party shall execute a stipulation of Dismissal with prejudice or limited Dismissal with prejudice, as consistent with the Court's ruling on such Releasing Party's request for leave, in the form provided for in Exhibit R, dismissing with prejudice all Claims and parts of Claims released by this Section 11, with each party bearing its own costs, within the later of fourteen (14) calendar days after the Effective Date or seven (7) calendar days after the court's ruling on the Releasing Party's motion for leave to file a limited dismissal. If a Releasing Party does not timely seek and obtain a written agreement or leave of court permitting a limited Dismissal, Litigation brought by or on behalf of that Releasing Party against any Released Party shall be dismissed in its entirety with prejudice pursuant to Paragraph 11.5.

- 11.5.2. If a Releasing Party fails to timely execute a stipulation of Dismissal required by Paragraph 11.5 or Paragraph 11.5.1, 3M may move for Dismissal or limited Dismissal as appropriate.

~~11.6.—Contribution and Indemnity.~~

11.6. Protection Against Claims-Over.

- 11.6.1. It is the intent of the ~~parties~~Parties that:

- 11.6.1.1. the payments 3M makes under this Agreement shall be the sole payments the Released Parties shall make to ~~the address alleged PFAS contamination at Class Members in accordance with the provisions of the Release herein~~Members' Public Water Systems;
- 11.6.1.2. a Claim by a Releasing Party against any non-Party arising out of a Released Claim should not result in any additional payment by any Released Party; and
- 11.6.1.3. the Agreement meets the requirements of the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

- 11.6.2. The Order Granting Final Approval will specify that the Settlement is a good-faith settlement that bars any Claim by any non-Released Party against any

Released Party for contribution, for indemnification, or otherwise seeking to recover any amounts paid by or awarded against that non-Released Party and paid or awarded to any Releasing Party by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such non-Released Party a Released Party (a "Claim-Over"), to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law.

~~11.6.2.~~ 11.6.3. To the extent that on or after the Effective Date any Releasing Party settles any Claim it ~~may have~~ has against any non-Released Party arising out of, relating to, or involving the Released Claims and provides a release to such non-Released Party, the Releasing Party shall include in that settlement a release from such non-Released Party in favor of the Released Parties in a form equivalent to the Release contained in this Settlement Agreement.

~~11.6.3. By this Agreement, each Releasing Party hereby covenants and agrees to indemnify and hold each and every Released Party harmless of and from (i) any future or further exposure or payment arising out of, related to, or involving the Released Claims, including any litigation, Claim, or settlement which may hereafter be instituted, presented, or continued by or on behalf of the Releasing Parties, or by any person seeking contribution, indemnity, or subrogation in connection with such Released Claims, and (ii) any Claim arising out of, related to, or involving PFAS that has entered or may enter Drinking Water or any Releasing Party's Public Water System. The Releasing Parties agree to credit and satisfy that portion of the total damages, if any, which may have been caused by the Releasing Parties, as such may be determined in any litigation, Claim, or settlement which may hereafter be instituted, presented, or continued in connection with the Released Claims, including any Claim of negligence or strict liability of the Released Parties.~~

11.6.4. If a Released Claim asserted by a Releasing Party gives rise to a Claim-Over against a Released Party and a court determines that the Claim-Over can be maintained notwithstanding the order referenced in Paragraph 11.6.2, the Releasing Party shall reduce the amount of any judgment it obtains against the non-Released Party who is asserting the Claim-Over by whatever amount is necessary, or take other action as is sufficient, to fully extinguish the Claim-Over under applicable law. Nothing herein prevents a Releasing Party from pursuing litigation against a non-Released Party and collecting the full amount of any judgment, except to the extent it is necessary to protect the Released Party to fully extinguish a Claim-Over under applicable law.

11.6.5. The Claim-Over protections provided in Paragraphs 11.6.3 and 11.6.4 shall not apply to Claims brought by a State.

11.7. **Liens.** Each Class Member agrees to be responsible for any lien, interest, action, or Claim asserted by any third party, in a derivative manner, for or against that Class Member's share of the Settlement Amount, including any derivative action or Claim asserted by any financial institution, lender, insurer, agent, representative, successor, predecessor, assign,

attorney, bankruptcy trustee, and any other Person who may claim through them in a derivative manner.

11.7.11.8. Exclusive Remedy. The relief provided for in this Settlement Agreement shall be the sole and exclusive remedy for all Releasing Parties with respect to any Released Claims, and the Released Parties shall not be subject to liability or expense of any kind with respect to any Released Claims other than as set forth in this Settlement Agreement.

11.8.11.9. Waiver of Statutory Rights. To the extent the provisions apply, the Releasing Parties expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 28-1-1602 of the Montana Code Annotated, which provides:

A general release does not extend to claims that the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which, if known by the creditor, must have materially affected the creditor's settlement with the debtor.

To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 9-13-02 of the North Dakota Century Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor.

To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

To the extent the laws apply, the Releasing Parties expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, Section 1542 of the California Civil Code, Section 28-1-1602 of the Montana Code Annotated,

Section 9-13-02 of the North Dakota Century Code, Section 20-7-11 of the South Dakota Codified Laws, and all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Releasing Parties acknowledge that they are aware that they or their attorneys may hereafter discover Claims or facts in addition to or different from those that they now know or believe to exist with respect to the Released Claims, but that it is their intention to accept and assume that risk and fully, finally, and forever release, waive, compromise, settle, and discharge all the Released Claims against Released Parties. The Release thus shall remain in effect notwithstanding the discovery or existence of any additional or different Claims or facts.

11.10 This Agreement shall not release any Claims owned by a State or the federal government where brought, respectively, by the State or the federal government. For the avoidance of doubt, consistent with Paragraph 5.1(B)–(C) of this Settlement Agreement, this Paragraph 11.10 shall not apply to (1) any Claim brought by or on behalf of a Public Water System that is owned by a State government but (a) is not listed in SDWIS as having as its sole “Owner Type” a “State government” (as set forth in Exhibit H), (b) has independent authority to sue and be sued, or (c) both, or to (2) any Claim brought by or on behalf of a Public Water System that is owned by the federal government but (a) is not listed in SDWIS as having as its sole “Owner Type” the “Federal government” (as set forth in Exhibit I), (b) has independent authority to sue and be sued, or (c) both.

12 GUARANTEES AND PROTECTIONS

12.1 **Prohibited Transactions and Successors; Bankruptcy.** Until all 3M’s obligations under this Agreement are fully performed and satisfied, the provisions of this Paragraph 12.1 shall apply:

12.1.1 Prohibited Transactions and Successors.

12.1.1.1 3M shall not, in one (1) transaction or a series of integrated transactions, sell or transfer either a majority of its voting stock or U.S. assets having a value equal to thirty percent (30%) or more (as determined below) of the consolidated total assets of 3M according to 3M’s most recent Form 10-Q or 10-K (other than sales or transfers of inventories or otherwise in the ordinary course of business, or sales or transfers to an entity owned directly or indirectly by 3M) where the planned sale or transfer is announced after the Settlement Date, and as to which 3M does not obtain, from a nationally recognized valuation firm, either (a) a fairness opinion or (b) a solvency opinion stating that the transaction would not foreseeably and unreasonably jeopardize 3M’s ability to make the payments under the Settlement Agreement and to creditors in the ordinary course of 3M’s business that are due on or before the third payment date following the close of such sale or transfer transaction, unless 3M obtains the acquiror’s agreement that the acquiror will be either a guarantor of or successor to the percentage of the amount of each remaining payment under the Settlement Agreement equal to the percentage of 3M’s consolidated total

assets being sold or transferred in such transaction. The consolidated total assets, pursuant to which percentages under this Paragraph 12.1.1.1 shall be calculated, shall be determined in accordance with United States generally accepted accounting principles and as of the date of 3M's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue; *provided, however*, that if 3M is no longer a public company, percentages under this Paragraph 12.1.1.1 shall be determined in accordance with United States generally accepted accounting principles and as of the date of 3M's most recent consolidated balance sheet (but in no event one dated as of more than ninety (90) calendar days prior to the close of such sale or transaction).

12.1.1.2 Paragraph 12.1.1.1 shall apply only to transactions of the size set forth therein and shall be enforceable solely by Class Counsel. In the event of such a transaction, 3M shall provide notice to Class Counsel, no later than the day of public announcement of such transaction; *provided, however*, it is agreed and understood that no transaction subject to Paragraph 12.1.1.1 shall be consummated until after expiration of the applicable notice period described below. For any transaction triggering Paragraph 12.1.1.1, in conjunction with such notice, 3M shall deliver to Class Counsel the applicable fairness opinion, solvency opinion, or documents reflecting the value of the U.S. assets being sold or transferred, as a percentage (as determined under Paragraph 12.1.1.1) of 3M's consolidated total assets (according to 3M's most recent Form 10-Q or 10-K), with all such documents being subject to reasonable confidentiality restrictions. Any objection under these Paragraphs not raised within thirty (30) calendar days after such notice or within twenty-eight (28) calendar days after Class Counsel's receipt of such documents, whichever is later, is waived. The sole remedy for such an objection, if timely and deemed valid by the Court, shall be an order enjoining the asset sale or transfer pending compliance with Paragraphs 12.1.1.1 and 12.1.1.2; in the event of such order, 3M agrees that it will not seek a bond in conjunction with such order.

12.1.1.3 For avoidance of doubt, 3M's spin-off or other transactions involving its health-care business are not subject to Paragraphs 12.1 through 12.1.1.2.

12.1.2 **Bankruptcy.** The following provisions shall apply if 3M commences proceedings under the Bankruptcy Code:

12.1.2.1 3M shall schedule all Qualifying Class Members' claims under this Agreement as liquidated, non-contingent, and undisputed per this Agreement without prejudice to Qualifying Class Members filing their Released Claims.

12.1.2.2 To the extent 3M obtains any recoveries as against any Qualifying Class Member pursuant to 11 U.S.C. § 550 in respect of payments made on

account of the Qualifying Class Member's Released Claims, such recoveries would be limited to a credit against unpaid amounts due under this Agreement.

12.1.2.3 If this Agreement is not assumed in bankruptcy or adopted as part of a confirmed Chapter 11 plan of reorganization, 3M hereby waives any statute of limitations defense that might limit or hinder recovery of Qualifying Class Members' Released Claims addressed in this Agreement, except to the extent such defenses exist as of the Settlement Date.

12.1.2.4 Subject to the other subparts of Paragraph 12.1.2, if 3M obtains relief as against Qualifying Class Members pursuant to 11 U.S.C. § 550 or if this Agreement is not assumed or adopted as part of a confirmed Chapter 11 plan of reorganization, then all agreements, all concessions, all reductions of Qualifying Class Members' Released Claims, and the Release and the Covenant Not to Sue, contained in this Agreement shall immediately and automatically be deemed null and void as to 3M; the Qualifying Class Members shall be deemed immediately and automatically restored to the same position they were in immediately prior to their entry into the Settlement Agreement, and the Qualifying Class Members shall have the right to assert any and all claims against 3M in the bankruptcy proceeding or otherwise, subject to any automatic stay, without regard to any limits or agreements as to the amount of the Settlement otherwise provided in the Settlement Agreement; *provided, however*, that notwithstanding the foregoing sentence, (i) all reductions of Qualifying Class Members' Released Claims, and the Release and Covenant Not to Sue provided in connection with such settled Claims contained in this Agreement shall remain in full force and effect as to all Persons other than 3M itself; (ii) in the event a Releasing Party asserts any Released Claim against 3M after the rejection and/or termination of the Settlement Agreement and receives a judgment, settlement, or distribution arising from such Released Claim, then the amount of any payments such Releasing Party has previously received from 3M under the Settlement Agreement shall be applied to reduce the amount of any such judgment, settlement, or distribution; (iii) the Qualifying Class Members may exercise all rights provided under the Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Released Claims against 3M, subject to all defenses and rights of 3M; and (iv) Qualifying Class Members shall retain all payments previously received under this Agreement, subject to 11 U.S.C. § 550.

12.2 **Financial Reporting.** If at any time 3M ceases to be a public reporting company, then, until all of 3M's obligations under this Agreement are fully performed and satisfied, 3M will provide to Class Counsel, subject to reasonable confidentiality restrictions to be agreed, 3M's annual audited financial statements and 3M's quarterly unaudited financial

statements, including a balance sheet and an income statement, within ninety (90) calendar days after the end of each fiscal quarter.

13 MISCELLANEOUS PROVISIONS

- 13.1 **Continuing Jurisdiction.** The U.S. District Court for the District of South Carolina shall have and retain jurisdiction over the interpretation and implementation of this Settlement Agreement, as well as any and all matters arising out of, related to, or involving the interpretation or implementation of the Settlement Agreement.
- 13.2 **Cooperation.** The parties shall cooperate fully with each other and shall use all reasonable efforts to obtain Court approval of the Settlement and all its terms. 3M shall provide all information reasonably necessary to assist the Class Representatives in the filing of any brief supporting approval of the Settlement. Class Representatives, Class Counsel, 3M, and 3M's Counsel agree to recommend approval of and to support this Settlement Agreement to the Court and to use all reasonable efforts to give force and effect to its terms and conditions. Class Representatives, Class Counsel, 3M, 3M's agents, and 3M's Counsel shall not in any way encourage any objections to the Settlement (or any of its terms or provisions) or encourage any Eligible Claimant to elect to opt out. Class Representatives and Class Counsel shall cooperate fully with 3M, 3M's agents, and 3M's Counsel by providing 3M with (and consenting to the Special Master and Claims Administrator providing 3M with) any non-privileged, non-work-product-protected documents, data, communications, or information that 3M deems necessary to any insurance recovery effort.
- 13.3 **No Admission of Wrongdoing or Liability.** 3M does not admit or concede any liability or wrongdoing, acknowledge any validity to the Claims asserted in the Litigation, acknowledge any scientific, medical, factual, or other basis asserted in support of any of those Claims, acknowledge that certification of a litigation class is appropriate as to any Claim, or acknowledge any weakness in the defenses asserted in the Litigation, and nothing in this Settlement Agreement, the Preliminary Approval, or the Final Approval shall be interpreted to suggest anything to contrary. Nothing in this Settlement Agreement, any negotiations, statements, communications, proceedings, filings, or orders relating thereto, or the fact that the Parties entered the Settlement Agreement and settled the Released Claims against Released Parties shall be construed, deemed, or offered as an admission or concession by any of the Parties or as evidentiary, impeachment, or other material available for use or subject to discovery in any suit, action, or proceeding (including the Litigation), except (i) as required or permitted to comply with or enforce the terms of this Settlement Agreement, the Preliminary Approval, or the Final Approval, or (ii) in connection with a defense based on *res judicata*, claim preclusion, collateral estoppel, issue preclusion, release, or other similar theory asserted by any of the Released Parties. Nothing in this Agreement is intended to limit any right, Claim, or defense that any Released Party may have with respect to any litigation or Claim brought by a non-Releasing Party.
- 13.4 **Amendment of Settlement Agreement.** Subject to Paragraph 13.4.1, no waiver, modification, or amendment of the terms of this Settlement Agreement, made before or after Final Approval, shall be valid or binding unless in writing, signed by Class Counsel

and by duly authorized signatories of 3M, and then only to the extent set forth in such written waiver, modification, or amendment, and subject to any required Court approval.

- 13.4.1 **More Favorable Terms in Other Settlements.** If any other defendant in any MDL Case has executed or will execute prior to the Final Fairness Hearing a settlement agreement that provides for payments totaling two hundred fifty million dollars (\$250,000,000.00) or more, and if 3M identifies a term in that other defendant's settlement agreement that 3M believes is more favorable to the defendant than an equivalent term in Section 11 of this Settlement Agreement (including any term as to the Release, the Covenant Not to Sue, or Dismissal), 3M may elect to replace the relevant term of this Settlement Agreement with the more favorable term, upon written notice to Class Counsel, as long as the more favorable term does not impair any Claim that is subject to the non-release provision in Paragraph 11.10 of this Settlement Agreement and that a State has brought directly against 3M. Any dispute as to the application of this Paragraph 13.4.1 shall be referred to the Special Master; provided, however, that a State may ask the Court to resolve any dispute about any potential impact on the State's rights of the application of this Paragraph 13.4.1.
- 13.5 **Construction of Settlement Agreement.** The Parties acknowledge as part of the execution hereof that this Settlement Agreement was reviewed and negotiated by their respective counsel and agree that the language of this Settlement Agreement shall not be presumptively construed against any of the Parties. This Settlement Agreement shall be construed as having been drafted by all the Parties to it, so that any rule of construction by which ambiguities are interpreted against the drafter shall have no force and effect.
- 13.6 **Arm's-Length Transaction.** The Parties each acknowledge that the negotiations leading to this Settlement Agreement were conducted regularly and at arm's length; this Settlement Agreement is made and executed by and of each executing Party's own free will; each such Party knows all the relevant facts and its rights in connection therewith; and such Party has not been improperly influenced or induced to make this settlement as a result of any act or action on the part of any other Party or employee, agent, attorney, or representative of any other Party.
- 13.7 **Third-Party Beneficiaries.** This Settlement Agreement does not create any third-party beneficiaries, except Class Members and the Released Parties other than 3M, which are intended third-party beneficiaries.
- 13.8 **Entire Agreement.** No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Settlement Agreement and in the parties' Supplemental Agreement, which collectively constitute the entire agreement between the Parties with regard to the subject matter contained herein, and supersede and cancel all prior and contemporaneous agreements, negotiations, commitments, and understandings between the Parties with respect to the specific subject matter hereof.

- 13.9 **Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, the Released Parties, and their respective heirs, successors, and assigns. Consistent with Paragraph 4.3, the individual signing this Settlement Agreement on behalf of 3M represents and warrants that he or she has the power and authority to enter into this Settlement Agreement on behalf of 3M, on whose behalf he or she has executed this Settlement Agreement, as well as the power and authority to bind 3M to this Settlement Agreement. Likewise, consistent with Paragraph 4.2, Interim Class Counsel executing this Settlement Agreement represent and warrant that they have the power and authority to enter into this Settlement Agreement on behalf of Class Representatives and Class Members, as well as the power and authority to bind Class Representatives and Class Members to this Settlement Agreement.
- 13.10 **Waiver.** Any failure by any Party to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.
- 13.11 **Specific Performance.** The Parties agree that money damages would not be a sufficient remedy for any breach of this Settlement Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach in addition to any other remedy available at law or in equity, without the necessity of demonstrating the inadequacy of money damages.
- 13.12 **Force Majeure.** The failure of any Party to perform any of its obligations hereunder shall not subject any Party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by Acts of God, fires, accidents, pandemics, other natural disasters, interruptions or delays in communications or transportation, labor disputes or shortages, shortages of material or supplies, governmental laws, rules or regulations of governmental bodies or tribunals, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such Party.
- 13.13 **Confidentiality.** The parties shall keep confidential the content of the negotiations, points of discussion, documents, communications, and supporting data utilized or prepared in connection with the negotiations and settlement discussions taking place in the MDL Cases, except as otherwise required by law. Nothing in this Settlement Agreement shall prevent 3M from disclosing such information to its insurers if demanded by those insurers in the context of their coverage investigations. The parties may, at their discretion, issue publicity, press releases, or other public statements regarding this Settlement, whether unilaterally or as jointly agreed to in writing by all parties. Any jointly agreed or other statement shall not limit 3M's ability to provide information about the Settlement to its employees, accountants, attorneys, insurers, shareholders, or other stakeholders or in accordance with legal requirements or to limit Class Counsel's ability to provide Notice or information about the Settlement to Eligible Claimants or in accordance with legal requirements.

- 13.14 **Exhibits.** Any Exhibits hereto are incorporated herein by reference as if set forth herein verbatim, and the terms of any Exhibits are expressly made a part of this Settlement Agreement.
- 13.15 **Notices to Parties.** Any notice, request, instruction, or other document to be delivered pursuant to this Settlement Agreement shall be sent to the appropriate Party by (i) electronic mail; and (ii) overnight courier, delivery confirmation requested:

If to 3M:

Kevin H. Rhodes
Executive Vice President and Chief Legal Affairs Officer
Legal Affairs Department
3M Company
3M Center, 220-9E-01
St. Paul, MN 55144-1000
krhodes@mmm.com

Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, N.W., Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Richard F. Bulger
Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606
Rbulger@mayerbrown.com

If to the Class Representatives, Interim Class Counsel, Class Counsel, or Class Members:

Michael A. London
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
New York, New York 10038
mlondon@douglasandlondon.com

Paul J. Napoli
Napoli Shkolnik
1302 Avenida Ponce de Leon
Santurce, Puerto Rico 00907
PNapoli@NSPRLaw.com

Scott Summy
Baron & Budd, P.C.

3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas 75219
ssummy@baronbudd.com

Elizabeth A. Fegan
Fegan Scott LLC
150 South Wacker Drive, 24th Floor
Chicago, Illinois 60606
beth@feganscott.com

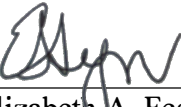
[Joseph F. Rice](#)
[Motley Rice LLC](#)
[28 Bridgeside Boulevard](#)
[Mt. Pleasant, South Carolina 29464](#)
jrice@motleyrice.com

- 13.16 **Governing Law.** The provisions of this Settlement Agreement and the Exhibits and all actions arising out of, related to, or involving them shall be interpreted in accordance with, and governed by, the laws of the State of South Carolina, without regard to any otherwise applicable principles of conflicts of law or choice-of-law rules (whether of the State of Delaware or any other jurisdiction) that would result in the application of the substantive or procedural rules or law of any other jurisdiction.
- 13.17 **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. This Settlement Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal force and effect as if it were the original signed version thereof delivered in person.
- 13.18 **Captions.** The captions, titles, headings, or subheadings of the sections and paragraphs of this Settlement Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Settlement Agreement.
- 13.19 **Electronic Signatures.** Any executing Party may execute this Settlement Agreement by having its respective duly authorized signatory sign their name on the designated signature block below and transmitting that signature page electronically to counsel for all parties. Any signature made and transmitted electronically for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement and shall be binding upon the Party transmitting their signature electronically.
- 13.20 **No Liability.** No Person shall have any Claim against the Class Representatives, Class Members, Interim Class Counsel, Class Counsel, 3M, 3M's Counsel, Released Parties, Notice Administrator, Claims Administrator, Escrow Agent, or Special Master based on

actions that Interim Class Counsel, Class Counsel, 3M's Counsel, Notice Administrator, Claims Administrator, Escrow Agent, or Special Master were required or permitted to take under this Agreement.

* * * *

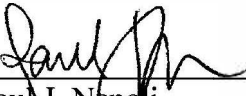
Agreed to this 28th day of August, 2023.

PROPOSED CLASS COUNSEL:  Michael A. London Douglas & London, P.C. 59 Maiden Lane, 6 th Floor New York, New York 10038 mlondon@douglasandlondon.com Paul J. Napoli Napoli Shkolnik 1302 Avenida Ponce de Leon Santurce, Puerto Rico 00907 PNapoli@NSPRLaw.com Scott Summy Baron & Budd, P.C. 3102 Oak Lawn Avenue, Suite 1100 Dallas, Texas 75219 ssummy@baronbudd.com  Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Drive, 24 th Floor Chicago, IL 60606 <i>/s/ Joseph F. Rice</i> Joseph F. Rice Motley Rice LLC 28 Bridgeside Blvd. Mt. Pleasant, SC 29464	3M:  Steven F. Reich Executive Vice President 3M Company 3M Center, 0220-09W-15 St. Paul, Minnesota 55144-1000
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Agreed to this 28th day of August, 2023.

PROPOSED CLASS COUNSEL:	3M:
Michael A. London Douglas & London, P.C. 59 Maiden Lane, 6th Floor New York, New York 10038 mlondon@douglasandlondon.com	 Steven F. Reich Executive Vice President 3M Company 3M Center, 0220-09W-15 St. Paul, Minnesota 55144-1000
Paul J. Napoli Napoli Shkolnik 1302 Avenida Ponce de Leon Santurce, Puerto Rico 00907 PNapoli@NSPRLaw.com	
 Scott Summy Baron & Budd, P.C. 3102 Oak Lawn Avenue, Suite 1100 Dallas, Texas 75219 ssummy@baronbudd.com	
Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Drive, 24th Floor Chicago, IL 60606	
Joseph F. Rice Motley Rice LLC 28 Bridgeside Blvd. Mt. Pleasant, SC 29464	

Agreed to this 28th day of August, 2023.

PROPOSED CLASS COUNSEL:	3M:
Michael A. London Douglas & London, P.C. 59 Maiden Lane, 6th Floor New York, New York 10038 mlondon@douglasandlondon.com  Paul J. Napoli Napoli Shkolnik 1302 Avenida Ponce de Leon Santurce, Puerto Rico 00907 PNapoli@NSPRLaw.com Scott Summy Baron & Budd, P.C. 3102 Oak Lawn Avenue, Suite 1100 Dallas, Texas 75219 ssummy@baronbudd.com Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Drive, 24th Floor Chicago, IL 60606 Joseph F. Rice Motley Rice LLC 28 Bridgeside Blvd. Mt. Pleasant, SC 29464	 Steven F. Reich Executive Vice President 3M Company 3M Center, 0220-09W-15 St. Paul, Minnesota 55144-1000

EXECUTION COPY

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

**IN RE: AQUEOUS FILM-FORMING
FOAMS PRODUCTS LIABILITY
LITIGATION**

)
) **MDL No. 2:18-mn-2873**
)
)
)

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (including its Exhibits) is entered into, subject to Preliminary and Final Approval of the Court, as of June 30, 2023 (the “Settlement Date”), by and among (i) Class Representatives, individually and on behalf of the Settlement Class Members, by and through Class Counsel, and (ii) defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each, a “Settling Defendant” and collectively, “Settling Defendants”).

1. RECITALS

- 1.1. WHEREAS, Class Representatives are Public Water Systems that have filed or unfiled actions against Settling Defendants and other defendants, which filed actions are currently pending in the above-captioned multi-district litigation (as further defined below, the “MDL”);¹
- 1.2. WHEREAS, Class Representatives have alleged that they have suffered harm resulting from the presence of PFAS in Drinking Water and that Settling Defendants are liable for damages and other forms of relief to compensate for such harm;
- 1.3. WHEREAS, the Parties agree and Class Counsel have a reasonable basis to believe that the Settling Defendants collectively comprise a very small share of MDL defendants’ total alleged PFAS-related liabilities, on the order of approximately 3-7%;
- 1.4. WHEREAS, in addition to the MDL, certain other litigation is pending against Settling Defendants asserting Released Claims (collectively with the MDL, as further defined below, the “Litigation”);
- 1.5. WHEREAS, Settling Defendants deny the allegations in the Litigation and all other allegations relating to the Released Claims, and deny that they have any liability to Class Representatives, the Settlement Class, or any Settlement Class Member for any Claims of any kind, and would assert a number of legal and factual defenses against such Claims if

¹ Terms not otherwise defined herein are defined in Section 2 of this Settlement Agreement.

they were litigated to conclusion (including against certification of any purported class for litigation purposes);

- 1.6. WHEREAS, Class Counsel, Class Representatives, and Settling Defendants have engaged in extensive, arm's-length negotiations, including negotiations facilitated by a Court-appointed mediator, and have, subject to the Preliminary and Final Approval of the Court as provided for herein, reached an agreement to settle and release all Released Claims, on the terms and conditions set forth below;
- 1.7. WHEREAS, Class Representatives and Class Counsel have concluded, after a thorough investigation and after carefully considering the relevant circumstances, including the Claims asserted, the legal and factual defenses thereto, and the applicable law, the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the Claims, that it would be in the best interests of Settlement Class Members to enter into this Settlement Agreement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for Settlement Class Members, and further, that Class Representatives and Class Counsel consider the Settlement set forth herein to be fair, reasonable, and adequate and in the best interests of Settlement Class Members; and
- 1.8. WHEREAS, Settling Defendants, while continuing to deny any violation, wrongdoing, or liability with respect to any and all Claims asserted in the Litigation and all other Released Claims, either on their part or on the part of any of the Released Persons, have concluded that they will enter into this Settlement Agreement solely to avoid the expense, inconvenience, and distraction of further litigation.
- 1.9. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED by the Parties, subject to the Preliminary and Final Approval of the Court, as follows:

2. DEFINITIONS

As used in this Settlement Agreement and its Exhibits, the following capitalized terms have the defined meanings set forth below. Unless the context requires otherwise, (a) words expressed in the masculine include the feminine and gender neutral, and vice versa; (b) the word "will" has the same meaning as the word "shall"; (c) the word "or" is not exclusive; (d) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not simply mean "if"; (e) references to any law include all rules, regulations, and sub-regulatory guidance promulgated thereunder; (f) the terms "include," "includes," and "including" are deemed to be followed by "without limitation"; and (g) references to dollars or "\$" are to United States dollars.

- 2.1. "AFFF" means aqueous film-forming foam.
- 2.2. "Allocated Amount" means the amount of the Settlement Funds payable to the Qualifying Settlement Class Member at issue.

- 2.3. “Allocation Procedures” means the process set forth in Exhibit C to this Settlement Agreement for determining the Allocated Amount payable to individual Qualifying Settlement Class Members from the Settlement Funds.
- 2.4. “Business Day” means any day other than a Saturday, Sunday, or legal holiday in the United States of America as defined by Federal Rule of Civil Procedure 6(a)(6).
- 2.5. “Claim-Over” has the meaning set forth in Paragraph 12.7.1 of this Settlement Agreement.
- 2.6. “Claims” means any past, present or future claims, counterclaims, cross-claims, actions, rights, remedies, causes of action, liabilities, suits, proceedings, demands, damages, losses, payments, judgments, verdicts, debts, dues, sums of money, liens, costs and expenses (including attorneys’ fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, promises, requests, assessments, charges, disputes, performances, warranties, omissions, grievances, or monetary impositions of any sort, in each case in any forum and on any theory, whether legal, equitable, regulatory, administrative or statutory, arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, filed or unfiled, asserted or unasserted, fixed, contingent, or non-contingent, known or unknown, discovered or undiscovered, suspected or unsuspected, foreseen, foreseeable, unforeseen, or unforeseeable, matured or unmatured, accrued or unaccrued, ripened or unripened, perfected or unperfected, choate or inchoate, developed or undeveloped, liquidated or unliquidated, now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision or in any other manner, including any of the foregoing for direct damages, indirect damages, consequential damages, incidental damages, punitive or exemplary damages, statutory and other multiple damages or penalties of any kind, or any other form of damages whatsoever, any request for declaratory, injunctive, or equitable relief, strict liability, joint and several liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorneys’ fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever, and whether direct, representative, derivative, class or individual in nature.
- 2.7. “Claims Administrator” shall mean the independent neutral third-party Person selected and Court-appointed pursuant to Paragraph 8.3 of this Settlement Agreement responsible for allocating and distributing the Settlement Funds fairly and equitably amongst all Qualifying Settlement Class Members in accordance with the Allocation Procedures.
- 2.8. “Claims Form” means the document or online form, in the form attached as Exhibit D to this Settlement Agreement, that Settlement Class Members are required to file to receive a payment under this Settlement Agreement as specified in Paragraph 11.4 of this Settlement Agreement.
- 2.9. “Claims Period” means the period of time Settlement Class Members shall have to submit a Claims Form following the Effective Date.

- 2.10. “Class Counsel” means, pending Court appointment, Michael A. London and the law firm of Douglas & London, 59 Maiden Lane, 6th Floor, New York, NY 10038; Scott Summy and the law firm of Baron & Budd, 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas, 75219; Paul J. Napoli and the law firm of Napoli Shkolnik, 1302 Ponce de Leon, San Juan, Puerto Rico 00907; Elizabeth A. Fegan and the law firm of Fegan Scott LLC, 150 S Wacker Dr., 24th Floor Chicago, IL 60606; and such other counsel as the Court may appoint to represent the Settlement Class.
- 2.11. “Class Representatives” means City of Camden Water Services; City of Brockton; City of Sioux Falls; California Water Service Company; City of Delray Beach; Coraopolis Water & Sewer Authority; Verona; Dutchess County Water and Wastewater Authority and Dalton Farms Water System; South Shore; City of Freeport; Martinsburg Municipal Authority; Seaman Cottages; Village of Bridgeport; City of Benwood; Niagara County; City of Pineville; City of Iuka; and City of Amory, or such other or different Persons as may be appointed by the Court as the representatives of the Settlement Class.
- 2.12. “CMO No. 3” means Case Management Order No. 3 (Entry No. 72) entered by the Court in the MDL on April 26, 2019.
- 2.13. “Code” means the Internal Revenue Code of 1986, as amended.
- 2.14. “Community Water System” means a Public Water System that has at least 15 service connections used by year-round residents or regularly serves at least 25 year-round residents. A “Community Water System” shall include the owner and/or operator of that system.
- 2.15. “Court” means the United States District Court for the District of South Carolina.
- 2.16. “Drinking Water” means water that has entered or is provided by a Public Water System, including water collected, treated, or stored by a Public Water System for distribution to customers or users.
- 2.17. “Effective Date” means the date of Final Judgment.
- 2.18. “Entity” means any public entity, agency or office, including any county, municipality, local government, public utility, public corporation, or equivalent of any of the foregoing (or official of any of the foregoing acting in such capacity).
- 2.19. “Escrow Agent” means the Person identified in Paragraph 7.1.2 of this Settlement Agreement.
- 2.20. “Escrow Agreement” means the agreement by and among Class Counsel, the Settling Defendants, the Escrow Agent, and the Special Master attached as Exhibit H to this Settlement Agreement.
- 2.21. “Final Approval” means the Court’s entry of the Order Granting Final Approval.

- 2.22. “Final Fairness Hearing” means the hearing scheduled by the Court to consider the fairness, reasonableness, and adequacy of the Settlement Agreement under Federal Rule of Civil Procedure 23(e)(2) and to determine whether the Order Granting Final Approval should be entered. The date of the Final Fairness Hearing shall be set by the Court and communicated to the Settlement Class Members in a Court-approved Notice under Federal Rule of Civil Procedure 23(c)(2).
- 2.23. “Final Judgment” means that the Order Granting Final Approval has become final and non-appealable and shall occur on (a) the day following the expiration of the deadline for appealing the entry by the Court of the Order Granting Final Approval (or for appealing any ruling on a timely motion for reconsideration of such Order Granting Final Approval, whichever is later), if no such appeal is filed; or (b) if an appeal of the Order Granting Final Approval is filed (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Order Granting Final Judgment, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court.
- 2.24. “Inactive Water System” means a Public Water System that is not currently active in that it does not actively produce Drinking Water on a regular basis and is not expected to resume operation within the year. Inactive Water Systems include systems that have gone out of business or been merged into other Drinking Water systems.
- 2.25. “IRS” means the U.S. Internal Revenue Service.
- 2.26. “Litigation” means collectively the MDL and all other pending litigation brought by or on behalf of a Releasing Person against a Released Person involving Released Claims.
- 2.27. “MDL” means collectively all cases filed in or transferred to *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-2873 (D.S.C.)
- 2.28. “Non-Released Person” means any Person other than the Released Persons.
- 2.29. “Non-Transient Non-Community Water System” means a Public Water System that is not a Community Water System and that regularly serves at least 25 of the same people over 6 months per year. A “Non-Transient Non-Community Water System” shall include the owner and/or operator of that system.
- 2.30. “Notice” means the Court-approved form of the notice, substantially similar to the form attached as Exhibit E to this Settlement Agreement, advising Settlement Class Members of their rights with respect to this Settlement Agreement in accordance with Paragraph 9.4 of this Settlement Agreement.
- 2.31. “Notice Administrator” means the Person or Persons selected according to Paragraph 8.1 of this Settlement Agreement responsible for developing and administering the Notice Plan for this Settlement.

- 2.32. “Notice Plan” means the plan for distribution of Notice, including direct mail and publication, as appropriate, which is set forth in Exhibit G to this Settlement Agreement and subject to Court approval as set forth in Paragraph 9.2.1 of this Settlement Agreement.
- 2.33. “Objection” has the meaning set forth in Paragraph 9.6 of this Settlement Agreement.
- 2.34. “Order Granting Final Approval” means an order, in the form attached as Exhibit B to this Settlement Agreement, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, entered by the Court finally certifying the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only, approving the terms and conditions of this Settlement Agreement in all respects under Federal Rule of Civil Procedure 23(e), entering judgment dismissing the Litigation as to the Released Persons, and including such other provisions as set forth in Exhibit B and described in Paragraph 9.8 of this Settlement Agreement.
- 2.35. “Order Granting Preliminary Approval” means an order, in the form attached as Exhibit A to this Settlement Agreement, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, entered by the Court preliminarily certifying the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only, approving the terms and conditions of this Settlement Agreement, and including such other provisions as set forth in Exhibit A and described in Paragraph 9.2.1 of this Settlement Agreement.
- 2.36. “Parties” means Settling Defendants, Class Representatives, and Class Counsel. To the extent that Settling Defendants or Class Representatives discharge any of their obligations under this Settlement Agreement through agents, the actions of those agents shall be considered the actions of the Parties.
- 2.37. “Person” means any type of person or entity, whether natural, legal, private or public.
- 2.38. “PFAS” includes, for purposes of this Settlement Agreement only, any fluorinated organic substance that contains one or more carbon atoms on which at least one of the hydrogen substituents has been replaced by a fluorine atom, and which is included in the United States Environmental Protection Agency’s list of “Per- and Polyfluoroalkyl Substances” to be monitored in its fifth Unregulated Contaminant Rule, codified at 40 C.F.R. § 141.40(a)(3) or is a per- or polyfluoroalkyl ether-based substance. Solely for purposes of this Agreement, “PFAS” also includes, in addition to all substances described in the preceding sentence (along with each substance’s conjugate acid and any salts, derivatives, isomers, or combinations thereof), perfluorooctanoic acid (“PFOA”), per- and polyfluoroalkyl acids (and any salts thereof), per- and polyfluoroalkyl halides, per- and polyfluoroalkyl alcohols, per- and polyfluoroalkyl olefins, per- and polyfluoroalkane sulfonyl fluorides (including any acids and salts thereof), perfluoroalkyl iodides, per- and polyfluoroalkyl ether-based substances, fluoropolymers, perfluoropolyethers, per- and polyfluoroalkanes, side-chain fluorinated aromatics, per- and polyfluorinated phosphates and phosphonates, per- and polyfluorinated sulfonamides, per- and polyfluorinated urethanes, and chemical precursors and degradation products of all such substances, including fluorinated monomers, polymers and side-chain fluorinated polymers and

metabolites of all such substances, as well as any substance asserted to be PFAS in Litigation. It is the intention of this agreement that the definition of PFAS be as broad, expansive, and inclusive as possible.

- 2.39. “Preliminary Approval” means the Court’s entry of the Order Granting Preliminary Approval.
- 2.40. “Public Water System” means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals. Such term includes (i) any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system, and (ii) any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. A “Public Water System” shall include the owner and/or operator of that system and, for purposes of Paragraph 5.1.1 only, shall also include any Entity that is legally responsible for funding (by statute, regulation, other law, or contract), other than a State or the federal government, a Public Water System described in clauses (a) or (b) of such Paragraph or has authority to bring a Claim on behalf of such a Public Water System. For purposes of this Settlement Agreement, “Public Water System” includes Community Water Systems, Non-Transient Non-Community Water Systems, and Transient Non-Community Water Systems (including, in each case, Inactive Water Systems).
- 2.41. “Qualified Settlement Fund” means the qualified settlement fund described in Paragraph 7.1, which shall be established within the meaning of Treasury Regulations § 1.468B-1 for purposes of receiving the net funds for distribution to Settlement Class Members who have been found eligible to participate in the Settlement as agreed upon by the Parties and set forth in this Settlement Agreement.
- 2.42. “Qualifying Settlement Class Members” means Settlement Class Members who submit a Claims Form that satisfies the requirements of Paragraph 11.4 and who have been determined by the Claims Administrator, under the oversight of the Special Master, to be eligible under the Allocation Procedures to receive an Allocated Amount.
- 2.43. “Released Claims” has the meaning set forth in Paragraph 12.1 of this Settlement Agreement.
- 2.44. “Released Persons” means Settling Defendants and (a) all past or present, direct or indirect, predecessors, successors (including successors by merger or acquisition), parents (including intermediate parents and ultimate parents), subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures of each Settling Defendant; and (b) all past or present officers, directors, shareholders, employees, partners, trustees, representatives, agents, servants, insurers, attorneys, subrogees, predecessors, successors, or assignees of any of the above.
- 2.45. “Releasing Persons” means (a) Settlement Class Members; (b) each of their past, present, or future, direct or indirect, predecessors, successors (including successors by merger or

acquisition), departments, agencies, divisions, districts, parents, subsidiaries, affiliates, boards, owners, or operators; (c) any past, present, or future officer, director, employee, trustee, board member, shareholder, representative, agent, servant, insurer, attorney, subrogee, predecessor, successor, or assignee of any of the above, individually or in their official, corporate, or personal capacity; (d) anyone in privity with or acting on behalf of any of the foregoing, including in a representative or derivative capacity; (e) any Person, other than a State or the federal government, that is legally responsible for funding (by statute, regulation, other law, or contract) a Settlement Class Member or has authority to bring a Claim on behalf of a Settlement Class Member, or to seek recovery for harm to a Public Water System within the Settlement Class or the ability of such system to provide safe or compliant Drinking Water; and (f) any Person, other than a State or the federal government, seeking recovery on behalf of a Settlement Class Member or seeking recovery for harm to a Public Water System within the Settlement Class or the Public Water System's ability to provide safe or compliant Drinking Water.

- 2.46. "Request for Exclusion" has the meaning set forth in Paragraph 9.7 of this Settlement Agreement.
- 2.47. "Restitution Amount" has the meaning set forth in Paragraph 11.5.1 of this Settlement Agreement.
- 2.48. "Settlement" means the settlement of the Released Claims provided for by this Settlement Agreement.
- 2.49. "Settlement Agreement" means this document, which describes the Settlement between and among the Parties and the Settlement Class, and all Exhibits attached hereto.
- 2.50. "Settlement Amount" means one billion one hundred eighty-five million dollars (\$1,185,000,000).
- 2.51. "Settlement Class" has the meaning set forth in Paragraph 5.1 of this Settlement Agreement.
- 2.52. "Settlement Class Member" means any Public Water System or Entity that is a member of the Settlement Class; provided, however, that the term Settlement Class Member does not include any Public Water System or Entity that would otherwise be a Settlement Class Member but files and serves a timely and valid Request for Exclusion pursuant to Paragraph 9.7 of this Settlement Agreement.
- 2.53. "Settlement Date" has the meaning set forth in the preamble to this Settlement Agreement.
- 2.54. "Settlement Funds" means the amount of funds in the Qualified Settlement Fund.
- 2.55. "Settling Defendants" has the meaning set forth in the preamble to this Settlement Agreement.

- 2.56. “Settling Defendants’ Counsel” means Wachtell, Lipton, Rosen & Katz, Kirkland & Ellis LLP, and Cravath, Swaine & Moore LLP, or any other law firm so designated in writing by Settling Defendants.
- 2.57. “Special Master” means the Person selected and Court-appointed pursuant to Paragraph 8.7 of this Settlement Agreement who is responsible for overseeing the Claims Administrator in reviewing, analyzing, and approving Claims Forms, as well as for allocating and distributing the Settlement Funds to Qualifying Settlement Class Members pursuant to the Allocation Procedures.
- 2.58. “State” means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands, including each such Entity’s Attorney General’s office.
- 2.59. “Summary Notice” means the summary notice, in the form attached as Exhibit F to this Settlement Agreement, advising Settlement Class Members of their rights with respect to this Settlement Agreement in accordance with Paragraph 9.4 of this Settlement Agreement.
- 2.60. “Taxes” has the meaning set forth in Paragraph 7.2.2 of this Settlement Agreement.
- 2.61. “Tax Expenses” has the meaning set forth in Paragraph 7.2.2 of this Settlement Agreement.
- 2.62. “Termination Refund” has the meaning set forth in Paragraph 9.9.2 of this Settlement Agreement.
- 2.63. “Test Site” means groundwater well, surface water intake, and any other intake point from which the Public Water System draws or collects Drinking Water. For the avoidance of doubt, for each such Test Site, the water to be tested is raw water, *i.e.*, a water sample drawn from a location within the Test Site that is ahead of any treatment.
- 2.64. “Testing Methodology” has the meaning set forth in Paragraph 12.6.1 of this Settlement Agreement.
- 2.65. “Threshold A” through “Threshold K” shall each refer to a threshold to be set forth in a separate letter agreement between Class Representatives and Settling Defendants to be filed under seal with the Court.
- 2.66. “Transient Non-Community Water System” means any Public Water System that is not a Community Water System and that does not regularly serve at least 25 of the same nonresident persons per day for more than six months per year. A “Transient Non-Community Water System” shall include the owner and/or operator of that system.
- 2.67. “UCMR 5” means the U.S. EPA’s fifth Unregulated Contaminant Monitoring Rule, published at 86 Fed. Reg. 73131.
- 2.68. “UCMR 5 Deadline” means (i) December 31, 2025, or (ii) such later date to which the deadline for completion of sample collection under UCMR 5 may be extended by the U.S. EPA.

- 2.69. “U.S. EPA” means the United States Environmental Protection Agency.
- 2.70. “Walk-Away Right” has the meaning set forth in Paragraph 10.1 of this Settlement Agreement.
- 2.71. “Water Source” means any groundwater well, surface water intake, and any other intake point from which a Public Water System draws or collects Drinking Water.

3. SETTLEMENT AGREEMENT OVERVIEW

- 3.1. This Section 3 provides an overview of the Settlement Agreement for convenience only and is subject in all respects to the terms and conditions set forth in the other sections of this Settlement Agreement.
- 3.2. **Settlement Consideration.** Settling Defendants’ obligation under this Settlement Agreement, subject to the Walk-Away Right and other terms and conditions as set forth herein, is to pay or cause to be paid a Settlement Amount of one billion one hundred eighty-five million dollars (\$1,185,000,000). In exchange, Settling Defendants shall receive from Settlement Class Members a release, covenant not to sue, and dismissal as provided in this Settlement Agreement.
- 3.3. **Operation of the Settlement.** Class Representatives will seek approval from the Court to certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(3), for settlement purposes only. Following the Effective Date, Settlement Class Members who wish to receive an Allocated Amount of the Settlement Funds may complete and submit a Claims Form, which is attached as Exhibit D. The Claims Administrator shall be responsible for the processing of Claims Forms, including evaluation of the Claims Forms and supporting documentation as well as application of the Allocation Procedures, with oversight by the Special Master. The Claims Form must be submitted to the Claims Administrator on or prior to the conclusion of the Claims Period and must adhere to and follow all other requirements set forth herein and/or by the Special Master, including providing all required information specified on the Claims Form. The Claims Administrator will distribute the Settlement Funds to Qualifying Settlement Class Members in accordance with the Allocation Procedures in Exhibit C, which are subject to Court approval, and under the oversight of the Special Master. Settlement Class Members will be bound by the release, covenant not to sue, and dismissal as provided in this Settlement Agreement whether or not they submit a Claims Form or qualify for or receive an Allocated Amount of the Settlement Funds.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. **Class Representatives’ Representations and Warranties.** Class Representatives represent and warrant to Settling Defendants as follows:
 - 4.1.1. Each of the Class Representatives is a Settlement Class Member.

- 4.1.2. Each of the Class Representatives has received legal advice from Class Counsel regarding the advisability of entering into this Settlement Agreement and the legal consequences of this Settlement Agreement.
 - 4.1.3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Settlement Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other Person, except pursuant to any contingency fee agreement with Class Counsel, or to any lawful grant from a governmental entity, loan or lien.
 - 4.1.4. None of the Class Representatives is relying on any statement, representation, omission, inducement, or promise by any of the Settling Defendants, their agents, or their representatives, except those expressly stated in this Settlement Agreement.
 - 4.1.5. Each of the Class Representatives, through Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.
 - 4.1.6. Each of the Class Representatives has carefully read, and knows and understands, the full contents of this Settlement Agreement and is voluntarily entering into this Settlement Agreement after having consulted with Class Counsel or other attorneys.
 - 4.1.7. Each of the Class Representatives has all necessary competence and authority to enter into this Settlement Agreement on its own behalf and on behalf of the Settlement Class, has authorized the execution and performance of this Settlement Agreement, has authorized Class Counsel to sign this Settlement Agreement on its behalf, and has authority to release all Released Claims on behalf of itself and all other Persons who are Releasing Persons by virtue of their relationship or association with it.
 - 4.1.8. None of the Class Representatives will file a Request for Exclusion, file an Objection, nor otherwise challenge the Settlement. None of the Class Representatives will solicit, or assist others in soliciting, Settlement Class Members to file a Request for Exclusion, file an Objection, or otherwise challenge the Settlement.
- 4.2. **Class Counsel's Representations and Warranties.** Class Counsel represents and warrants to Settling Defendants as follows:
- 4.2.1. Class Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to each Settlement Class Member and that participation in the Settlement would be in the best interests of each Settlement Class Member.
 - 4.2.2. Because Class Counsel believes that the Settlement is in the best interests of each Settlement Class Member, Class Counsel will not solicit, or assist others in

soliciting, Settlement Class Members to file a Request for Exclusion, file an Objection, or otherwise challenge the Settlement.

- 4.2.3. Class Counsel has all necessary authority to enter into and execute this Settlement Agreement on behalf of Class Representatives and Settlement Class Members, including under CMO No. 3.
- 4.2.4. Each of the Class Representatives has approved and agreed to be bound by this Settlement Agreement.
- 4.2.5. The representations of each Class Representative in Paragraph 4.1 of this Settlement Agreement are true and correct to the best of Class Counsel's knowledge.
- 4.3. **Settling Defendants' Representations and Warranties.** Settling Defendants represent and warrant to Class Representatives as follows:
 - 4.3.1. Each of the Settling Defendants has received legal advice from its attorneys regarding the advisability of entering into this Settlement Agreement and the legal consequences of this Settlement Agreement.
 - 4.3.2. None of the Settling Defendants is relying on any statement, representation, omission, inducement, or promise by Class Representatives, Settlement Class Members, or Class Counsel, except those expressly stated in this Settlement Agreement.
 - 4.3.3. Each of the Settling Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.
 - 4.3.4. Each of the Settling Defendants has carefully read, and knows and understands, the full contents of this Settlement Agreement and is voluntarily entering into this Settlement Agreement after having consulted with its attorneys.
 - 4.3.5. Each of the Settling Defendants has all necessary authority to enter into this Settlement Agreement, has authorized the execution and performance of this Settlement Agreement, and has authorized the person signing this Settlement Agreement on its behalf to do so.

5. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

- 5.1. **Settlement Class Definition.** For the sole purpose of effectuating this Settlement, Class Representatives and Settling Defendants agree jointly to request that the Court certify the Settlement Class defined below under Federal Rule of Civil Procedure 23(b)(3):
 - 5.1.1. The Settlement Class shall consist of each of the following:

- (a) All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before the Settlement Date, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and
- (b) All Public Water Systems in the United States of America that, as of the Settlement Date, are (i) subject to the monitoring rules set forth in UCMR 5 (*i.e.*, “large” systems serving more than 10,000 people and “small” systems serving between 3,300 and 10,000 people), or (ii) required under applicable federal or state law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline.

5.1.2. The following are excluded from the Settlement Class:

- (a) Any Public Water System that is located in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender, or Robeson counties in North Carolina; provided, however, that any such system listed in this Paragraph 5.1.2(a) otherwise falling within clauses (a) or (b) of Paragraph 5.1.1 will be included within the Settlement Class if it so requests.
- (b) Any Public Water System that is owned and operated by a State government and cannot sue or be sued in its own name, which systems within Paragraph 5.1.1(a) or 5.1.1(b)(i) are listed in Exhibit I to this Settlement Agreement.
- (c) Any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name, which systems within Paragraph 5.1.1(a) or 5.1.1(b)(i) are listed in Exhibit J to this Settlement Agreement.
- (d) In the event that a Public Water System not listed on Exhibit I or Exhibit J, including a Public Water System within Paragraph 5.1.1(b)(ii), claims that it is owned and operated by a State government or the federal government and cannot sue or be sued in its own name, the Parties will consider that claim as provided in Paragraph 5.1.3.
- (e) Any privately owned well or surface water system that is not owned by, used by, or otherwise part of, and does not draw water from, a Public Water System within the Settlement Class.

5.1.3. In the event that the Parties agree that a Public Water System, including any within Paragraph 5.1.1(b)(ii), that is owned and operated by a State government or the federal government and cannot sue or be sued in its own name was omitted from Exhibit I or Exhibit J, the Parties may, at any time before Final Approval, amend such Exhibit to add such Public Water System. The Parties agree that they will act reasonably in considering any claim of such omission.

6. CONSIDERATION

6.1. **Settlement Amount.** Within ten (10) Business Days after Preliminary Approval, Settling Defendants shall pay or cause to be paid the Settlement Amount in full, in accordance with the payment terms set forth in Paragraph 6.2.

6.2. Payment Terms.

6.2.1. Settling Defendants shall wire transfer the Settlement Amount to the Qualified Settlement Fund. If the Qualified Settlement Fund has not been established pursuant to an order of, or approved by, the Court (including approval and execution of the Escrow Agreement) by the deadline for payment of the Settlement Amount, Settling Defendants shall not be obligated to pay such amount until seven (7) Business Days after the Qualified Settlement Fund is established pursuant to an order of, or approved by, the Court (including approval and execution of the Escrow Agreement). In no event shall any Settling Defendant have any liability whatsoever with respect to the Settlement Amount once it is paid to the Qualified Settlement Fund in accordance with this Settlement Agreement. The Escrow Agent shall provide Settling Defendants wire transfer instructions and any other documentation reasonably necessary to facilitate payment of the Settlement Amount to the Qualified Settlement Fund, which shall be delivered at least seven (7) Business Days before the deadline for payment specified herein. If such wire transfer instructions and documentation have not been provided to Settling Defendants by the date seven (7) Business Days before the deadline for payment specified herein, Settling Defendants shall not be obligated to pay such amount until seven (7) Business Days after receiving the wire transfer instructions and documentation.

6.2.2. Until the Effective Date, the Settlement Funds shall be used solely to fund the provision of Notice pursuant to the Notice Plan and the reasonable fees, costs, and expenses of the Notice Administrator incurred in connection therewith, the payment of Taxes imposed on the Qualified Settlement Fund, as well as the reasonable costs, fees, and expenses of the Escrow Agent and the Special Master. The Escrow Agent shall disburse funds for Notice costs upon request by the Parties. The Special Master shall keep a record of all such expenditures, shall report them periodically to Class Counsel and the Settling Defendants until the Effective Date, and shall certify to the Parties in each such report that the Settlement Funds were used only for purposes specified in the preceding sentence. From and after the Effective Date, the Settlement Funds shall be allocated and used only as specified in Paragraphs 6.2.3, 11.1, 11.2 and 11.5. All unused Settlement Funds, including all interest earned thereon, shall be refunded to Settling Defendants should a Termination Refund become payable under Paragraph 9.9.2, 9.10.2, or 10.4 of this Settlement Agreement.

6.2.3. The “holdback assessment” required by CMO No. 3 shall be assessed upon the Effective Date, before any portion of the Settlement Funds is distributed to Settlement Class Members or Class Counsel. Such Order requires a holdback

assessment of 6% of the amount of any settlement to be allotted for common benefit attorneys' fees and 3% of the amount of any settlement to be allotted for reimbursement of permissible common benefit costs and expenses. If accounts designated to receive such funds have not been established by the Effective Date, the Escrow Agent shall pay the applicable amount into such accounts by no later than ten (10) Business Days after the Court establishes such accounts.

- 6.3. **No Additional Payment Obligations.** Paragraph 6.1 sets forth in full Settling Defendants' payment obligations under this Settlement Agreement. In no event shall the Settling Defendants be required to pay any amounts under this Settlement Agreement above the Settlement Amount. Any fees, costs, expenses, or incentive awards payable under this Settlement Agreement (including any holdback assessment(s)) shall be paid out of, and shall not be in addition to, the Settlement Amount.

7. **QUALIFIED SETTLEMENT FUND**

7.1. **Establishment of Qualified Settlement Fund.**

- 7.1.1. The motion seeking an Order Granting Preliminary Approval described in Paragraph 9.2.1 shall seek (1) the approval of the Escrow Agreement, (2) the authorization that the escrow account established pursuant to the Escrow Agreement be established as a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1, and (3) the appointment of the Special Master as the "administrator" of the Qualified Settlement Fund within the meaning of Treasury Regulations § 1.468B-2(k)(3).

- 7.1.2. Class Counsel and Counsel for Settling Defendants will jointly recommend the following Person to serve as Escrow Agent for the Qualified Settlement Fund, who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Robyn Griffin, The Huntington National Bank, One Rockefeller Center, 10th Floor, New York, NY 10020.

- 7.1.3. Any successor to the initial Escrow Agent shall be subject to appointment by the Court, with the consent of all Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.
- 7.1.4. Upon Court approval of the proposed Escrow Agreement, appointment of the Escrow Agent, and authorization that the Qualified Settlement Fund established pursuant to the Escrow Agreement be established as a qualified settlement fund under § 1.468B-1 of the Treasury Regulations promulgated under IRC Section 468B, Class Counsel, Settling Defendants, the Escrow Agent, and the Special Master will execute the Escrow Agreement approved by the Court, thereby creating the Qualified Settlement Fund.

7.2. Tax Treatment of Settlement Fund.

- 7.2.1. The Qualified Settlement Fund will be structured and operated in a manner such that it qualifies as a “qualified settlement fund” within the meaning of Treasury Regulations § 1.468B-1 from the earliest date possible, and the Special Master, Settling Defendants, and all other relevant parties shall file any “relation-back election” (within the meaning of Treasury Regulations § 1.468B-1(j)(2)) required to treat the Qualified Settlement Fund as a qualified settlement fund from the earliest date possible. The “taxable year” of the Qualified Settlement Fund shall be the “calendar year” as such terms are defined in Section 441 of the Code. The Qualified Settlement Fund shall use the accrual method of accounting as defined in Section 446(c) of the Code.
- 7.2.2. The Special Master shall be authorized to take any action that it determines necessary to maintain the status of the Qualified Settlement Fund as a “qualified settlement fund” within the meaning of Treasury Regulations § 1.468B-1. The Special Master shall (a) obtain a taxpayer identification number for the Qualified Settlement Fund, (b) prepare and file, or cause to be prepared and filed, all U.S. federal, state, local, and foreign Tax returns (as applicable) required to be filed for the Qualified Settlement Fund, consistent with Treasury Regulations § 1.468B-2(k) and corresponding or similar provisions of state, local, or foreign law, and in accordance with the Settlement Agreement and the Escrow Agreement, (c) prepare and file, or cause to be prepared and filed, any other statement, return, or disclosure relating to the Qualified Settlement Fund that is required by any governmental authority, including but not limited to information reporting as described in Treasury Regulations § 1.468B-2(l) (or any corresponding or similar provision of state, local, or foreign law), (d) obtain from Settling Defendants a statement required pursuant to Treasury Regulations § 1.468B-3(e) no later than February 15th of the year following the calendar year in which Settling Defendants transfer the Settlement Amount to the Qualified Settlement Fund, and (e) be responsible for responding to any questions from, or audits regarding Taxes by, the IRS or any state or local Tax authority. The Special Master also will be responsible for ensuring the Qualified Settlement Fund complies with all withholding requirements (including by instructing the Escrow Agent to withhold any required amounts) with respect to payments made by the Qualified Settlement Fund, as well as paying any associated interest and penalties. Any amounts deducted or withheld by the Escrow Agent (or any other withholding agent) with respect to payments made by the Qualified Settlement Fund shall be treated for all purposes as though such amounts had been distributed to the Person in respect of which such deduction or withholding was made. The Special Master shall direct the Escrow Agent to timely pay from the Qualified Settlement Fund any taxes (including but not limited to withholding taxes with respect to distributions from the Qualified Settlement Fund), interest, and penalties required to be paid to the IRS or any other governmental authority by the Qualified Settlement Fund (collectively, “Taxes”) and any reasonable out-of-pocket expenses incurred to (i) cause any Tax returns and information reports to be prepared and filed, (ii) respond to any questions from, or represent the

Qualified Settlement Fund in any audit or similar proceeding regarding Taxes by, the IRS or any state or local governmental authority or (iii) otherwise satisfy any Tax compliance obligation of the Qualified Settlement Fund (such Taxes and other expenses, collectively, the “Tax Expenses”). In addition, the Special Master shall timely file with the IRS the information returns and shall timely provide to Settling Defendants the written statements, in each case, collected from Qualifying Settlement Class Members pursuant to Paragraph 11.6.2. Settling Defendants shall provide the Special Master with the statement required pursuant to Treasury Regulations § 1.468B-3(e) no later than February 15th of the year following the calendar year in which Settling Defendants transfer the Settlement Amount to the Qualified Settlement Fund.

- 7.2.3. All Taxes arising with respect to the income earned by the Qualified Settlement Fund, including any Taxes or Tax detriments that may be imposed upon Settling Defendants, their insurers, or Settling Defendants’ Counsel with respect to any income earned by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income Tax purposes and all Tax Expenses shall be paid out of the Qualified Settlement Fund. In all events, none of Settling Defendants, Class Representatives, Settling Defendants’ insurers, Settling Defendants’ Counsel, or Class Counsel shall have any liability or responsibility for Taxes or Tax Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Qualified Settlement Fund and shall be timely paid by the Special Master out of the Qualified Settlement Fund without prior order from the Court, and none of Settling Defendants, Class Representatives, their insurers, Settling Defendants’ Counsel, or Class Counsel shall be responsible or have any liability therefor.
- 7.2.4. Settling Defendants make no representations to Settlement Class Members or any other Person concerning any Tax consequences, Tax loss, or Tax treatment of any allocation or distribution of funds to Settlement Class Members or any other Person pursuant to this Settlement Agreement, the Settlement, or the Allocation Procedures. Settlement Class Members shall have no liability to Settling Defendants with respect to any Tax consequences, Tax loss, or Tax treatment of any amounts paid or received in accordance with the terms of this Settlement Agreement irrespective of how amounts are spent by Settlement Class Members.

8. ADMINISTRATION

- 8.1. **Selection of Notice Administrator.** Class Counsel shall nominate, subject to the consent of Settling Defendants, the following Person to serve as Notice Administrator who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Steven Weisbrot, Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

8.2. Requirements for Notice Administrator:

- 8.2.1. The Notice Administrator may not be a Person who has acted as counsel, or otherwise represented a party, in claims relating to AFFF or PFAS.
- 8.2.2. The Notice Administrator shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Notice Administrator deems to be reasonably necessary to effectuate the Notice Plan, which is subject to Court approval as provided in Paragraph 9.2.1 of this Settlement Agreement. Subject to the Court's approval, the Notice Administrator may retain any Person that the Notice Administrator deems to be reasonably necessary to provide assistance in developing and administering the Notice Plan.
- 8.2.3. Any successor to the initial Notice Administrator shall be subject to appointment by the Court, with the consent of all Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.
- 8.2.4. The Notice Administrator shall have no authority to alter in any way the Parties' or Settlement Class Members' rights and obligations under the Settlement Agreement.
- 8.2.5. Settling Defendants, Settling Defendants' Counsel, and Released Persons shall have no involvement with or responsibility for supervising the Notice Administrator and are not subject to the authority of the Notice Administrator.
- 8.2.6. All fees, costs, and expenses incurred in the administration and/or work by the Notice Administrator, including fees, costs, and expenses of the Notice Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount described in Paragraph 6.1.

- 8.3. **Selection of Claims Administrator.** Class Counsel shall propose the following Person, subject to the consent of Settling Defendants, to serve as Claims Administrator who shall be subject to appointment by the Court in the Order Granting Preliminary Approval.

Dustin Mire, Eisner Advisory Group,² 8550 United Plaza Boulevard, Suite #1001, Baton Rouge, LA 70809

- 8.4. The Claims Administrator's role generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Claims Forms, including all supporting documentation as well as determining any Qualifying Settlement Class

² Eisner Advisory Group includes Eisner Advisory Group LLC and its subsidiary entities that provide professional services, including EAC Gulf Coast, LLC.

Member's Allocated Amount and overseeing distribution of the Settlement Funds pursuant to the Allocation Procedures set forth in Exhibit C.

- 8.5. The Claims Administrator may not be a Person who has acted as counsel, or otherwise represented a party, in claims relating to AFFF or PFAS.
- 8.6. All fees, costs, and expenses incurred in the administration and/or work by the Claims Administrator, including fees, costs, and expenses of the Claims Administrator, shall be paid from the Settlement Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than their obligation to pay the Settlement Amount as described in Paragraph 6.1.
- 8.7. **Selection of Special Master.** Class Counsel shall nominate the following Person, subject to the consent of Settling Defendants, to serve as Special Master who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Matthew Garretson, Wolf/Garretson LLC, P.O. Box 2806, Park City, UT 84060

- 8.8. The Special Master's role generally shall include overseeing the Settlement, including overseeing the work of the Claims Administrator and Notice Administrator, and in providing quasi-judicial intervention if and/or when necessary, such as for determinations (if any) related to appeals of Allocated Amounts. The Special Master's decisions with respect to Allocated Amounts shall be final, binding and non-appealable on all Parties.
- 8.9. The Special Master may not be a Person who has acted as counsel, or otherwise represented a party, in claims relating to AFFF or PFAS.
- 8.10. The Special Master shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Special Master deems to be reasonably necessary for the efficient and timely administration of the Settlement. Subject to the Court's approval, the Special Master may retain any Person that the Special Master deems to be reasonably necessary to provide assistance in administering the Settlement.
- 8.11. Any successor to the initial Special Master shall be subject to appointment by the Court, with the consent of all Parties, shall fulfill the same functions from and after the date of succession and shall be bound by the determinations made by the predecessor(s) to date.
- 8.12. The Special Master shall have no authority to alter in any way the Parties' rights and obligations under the Settlement Agreement absent express and written agreement by the Parties, other than overseeing the Claims Administrator's process of reviewing, analyzing, and approving Claims Forms and determining any Settlement Class Member's Allocated Amount pursuant to the Allocation Procedures set forth in Exhibit C.
- 8.13. Settling Defendants, Settling Defendants' Counsel, and Released Persons shall have no involvement with or responsibility for supervising the Special Master and are not subject to the authority of the Special Master.

- 8.14. All fees, costs, and expenses incurred in the administration and/or work by the Special Master, including fees, costs, and expenses of the Special Master, shall be paid from the Settlement Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than their obligation to pay the Settlement Amount as described in Paragraph 6.1.
- 8.15. **Qualified Settlement Fund Administration.** All fees, costs, and expenses incurred in the administration of the Qualified Settlement Fund, including fees, costs, and expenses of the Escrow Agent or the Special Master, shall be paid from the Settlement Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than their obligation to pay the Settlement Amount as described in Paragraph 6.1.

9. APPROVAL AND NOTICE

9.1. Approval and Effectiveness.

- 9.1.1. It is a condition to the Settlement that (a) within a reasonable time period after the Settlement Date, the Court approve and enter the Order Granting Preliminary Approval, in the form of Exhibit A, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, and (b) the Order Granting Preliminary Approval remain in full force and effect until entry of the Order Granting Final Approval.
- 9.1.2. It is a condition to the Settlement that (a) within a reasonable time period after the Order Granting Preliminary Approval, the Court approve and enter the Order Granting Final Approval, in the form of Exhibit B, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, and (b) the Order Granting Final Approval remain in full force and effect until it reaches Final Judgment.
- 9.1.3. It is a condition to the Settlement that the Order Granting Final Approval not be reversed, vacated, or modified on appeal, a motion for reconsideration, or other review and that Final Judgment be reached.
- 9.1.4. The Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Settlement Agreement provides shall occur prior to the Effective Date. Each of the Order Granting Preliminary Approval and the Order Granting Final Approval shall be enforceable upon entry in accordance with their terms.

9.2. Preliminary Approval.

- 9.2.1. Within ten (10) calendar days after the Settlement Date, Class Counsel shall submit to the Court a motion, which shall be consistent with this Settlement Agreement and which Settling Defendants shall have a reasonable right to review but agree not to oppose, seeking entry of the Order Granting Preliminary Approval in the form of Exhibit A, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion. The

motion shall seek (a) preliminary certification, for settlement purposes only, of the Settlement Class; (b) Preliminary Approval of the Settlement; (c) approval of the form of Notice (attached as Exhibit E); (d) approval of the Notice Plan (attached as Exhibit G); (e) appointment of Class Counsel; (f) appointment of Class Representatives; (g) appointment of the Notice Administrator; (h) appointment of the Claims Administrator; (i) appointment of the Special Master; (j) appointment of the Escrow Agent; (k) approval of the Escrow Agreement; (l) establishment of the Qualified Settlement Fund; (m) scheduling of the Final Fairness Hearing, and (n) a stay of all proceedings brought by Releasing Persons in the MDL and in other Litigation in any forum as to Settling Defendants, and an injunction against the filing of any new such proceedings.

- 9.2.2. The Parties agree to take all actions reasonably necessary to obtain Preliminary Approval; provided, however, that no Party shall be required to agree to any modification of the Order Granting Preliminary Approval attached as Exhibit A, the Notice attached as Exhibit E, or any other attached Exhibits.
- 9.3. **Stay of Proceedings.** Class Representatives agree to stay all proceedings in the MDL as to Settling Defendants, and any other Litigation brought by a Class Representative in any other forum, from the Settlement Date until the earlier of (a) the Effective Date, or (b) termination of this Settlement Agreement in accordance with its terms. The foregoing stay shall be in addition to the stay provided for in the Order Granting Preliminary Approval attached as Exhibit A.
- 9.4. **Notice.** Notice of the Settlement shall be given as soon as practicable after Preliminary Approval; provided, however, that the Notice process shall commence no later than fourteen (14) calendar days following Preliminary Approval. Notice shall be provided by the Notice Administrator to Settlement Class Members by first-class U.S. mail where available, and Summary Notice shall be provided by publication elsewhere to meet the requirements of Federal Rule of Civil Procedure 23. The Notice and Summary Notice are attached as Exhibits E and F to this Settlement Agreement, and any modifications to them must be acceptable to all Class Representatives and Settling Defendants in their individual discretion.
- 9.5. **CAFA Notice.** Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Settling Defendants shall serve notice of the Settlement on the appropriate federal and state officials no later than ten (10) calendar days after the filing of this Settlement Agreement with the Court.
- 9.6. **Objections to Settlement.** Any Settlement Class Member who wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated “Objection” with the Clerk of the Court and provide service on all Parties in accordance with Federal Rule of Civil Procedure 5.

- 9.6.1. All Objections must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to object on behalf of the Settlement Class Member and must provide:
 - 9.6.1.1. an affidavit or other proof of the Settlement Class Member's standing;
 - 9.6.1.2. the name, address, telephone and facsimile number and email address (if available) of the filer and the Settlement Class Member;
 - 9.6.1.3. the name, address, telephone, and facsimile number and email address (if available) of any counsel representing the Settlement Class Member;
 - 9.6.1.4. all objections asserted by the Settlement Class Member and the specific reason(s) for each objection, including all legal support and evidence the Settlement Class Member wishes to bring to the Court's attention;
 - 9.6.1.5. an indication as to whether the Settlement Class Member wishes to appear at the Final Fairness Hearing; and
 - 9.6.1.6. the identity of all witnesses the Settlement Class Member may call to testify.
- 9.6.2. All objections must be filed and served on such schedule as the Court may direct. In seeking Preliminary Approval, the Parties will request that the deadline for submission of Objections shall be set on a date no less than sixty (60) calendar days after commencement of dissemination of the Notice. Objections submitted by any Settlement Class Member to incorrect locations shall not be valid.
- 9.6.3. Settlement Class Members may object either on their own or through any attorney hired at their own expense. If a Settlement Class Member is represented by counsel, the attorney must file a notice of appearance with the Clerk of Court no later than the date ordered by the Court for the filing of Objections and serve such notice on all Parties in accordance with Federal Rule of Civil Procedure 5 within the same time period.
- 9.6.4. Any Settlement Class Member who fully complies with the provisions of this Paragraph 9.6 may, in the Court's discretion, appear at the Final Fairness Hearing to object to the Settlement or to the award of fees and costs to Class Counsel. Any Settlement Class Member who fails to comply with the provisions of this Paragraph 9.6 shall waive and forfeit any and all objections the Settlement Class Member may have asserted.
- 9.6.5. The assertion of an objection under this Paragraph does not operate to opt the Person asserting it out of, or otherwise exclude that Person from, the Settlement Class. A Person within the Settlement Class can opt out of the Settlement Class and Settlement only by complying with the provisions of Paragraph 9.7.

- 9.7. **Requests for Exclusion.** Any Person within the Settlement Class who wishes to opt out of the Settlement Class and Settlement must file a written and signed statement entitled “Request for Exclusion” with the Notice Administrator and provide service on all Parties in accordance with Federal Rule of Civil Procedure 5.
- 9.7.1. The Request for Exclusion must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to exclude the Person from the Settlement and must:
- 9.7.1.1. provide an affidavit or other proof of the standing of the Person requesting exclusion and why they would be a Settlement Class Member absent the Request for Exclusion;
 - 9.7.1.2. provide the filer’s name, address, telephone and facsimile number and email address (if available);
 - 9.7.1.3. provide the name, address, telephone number, and e-mail address (if available) of the Person whose exclusion is requested; and
 - 9.7.1.4. be received by the Notice Administrator no later than the date designated for such purpose in the Notice.
- 9.7.2. All Requests for Exclusion must be filed and served on such schedule as the Court may direct. In seeking Preliminary Approval, the Parties will request that the deadline for submission of Requests for Exclusion shall be set on a date no less than sixty (60) calendar days after commencement of dissemination of the Notice. Requests for Exclusion submitted by any Settlement Class Member to incorrect locations shall not be valid.
- 9.7.3. Any Person that submits a timely and valid Request for Exclusion shall not (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to submit an Objection.
- 9.7.4. Any Settlement Class Member that does not submit a timely and valid Request for Exclusion submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Paragraph 9.6, shall waive and forfeit any and all objections the Settlement Class Member may have asserted.
- 9.7.5. No “mass,” “class,” “group” or otherwise combined Request for Exclusion shall be valid, and no Person within the Settlement Class may submit a Request for Exclusion on behalf of any other Settlement Class Member.

9.8. Final Approval.

- 9.8.1. At the Final Fairness Hearing, the Parties will request that the Court: (a) enter the Order Granting Final Approval in the form attached as Exhibit B to this Settlement Agreement, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion; (b) conclusively certify the Settlement Class; (c) approve the Settlement Agreement as final, fair, reasonable, adequate, and binding on all Settlement Class Members; (d) enter judgment dismissing the Released Claims as set forth in this Settlement Agreement; and (e) permanently enjoin any Settlement Class Member from asserting or pursuing any Released Claim against any Released Person in any forum.
- 9.8.2. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel may apply for a fee consisting of a portion of the Settlement Funds. That application shall be filed not less than 20 Business Days before Objections are due pursuant to Paragraph 9.6.
- 9.8.3. The Parties agree to take all actions reasonably necessary to obtain Final Approval; provided, however, that no Party shall be required to agree to any modification of the Order Granting Final Approval attached as Exhibit B.

9.9. Effect of Failure of Approval. If the Court declines or fails to enter an Order Granting Preliminary Approval or an Order Granting Final Approval in accordance with and in the reasonable time specified in Paragraphs 9.1.1 and 9.1.2, the Parties shall proceed as follows:

- 9.9.1. If the Court declines to or does not enter the Order Granting Preliminary Approval or the Order Granting Final Approval in accordance with Paragraphs 9.1.1 and 9.1.2, the Litigation against the Released Persons will resume unless within thirty (30) calendar days of such event the Parties mutually agree in writing to either (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.
- 9.9.2. If the Litigation against the Released Persons resumes pursuant to Paragraph 9.9.1, or the Parties seek reconsideration and/or appellate review of any decision denying entry of the Order Granting Preliminary Approval or Order Granting Final Approval and such reconsideration and/or appellate review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to Settling Defendants any unused portion of the Settlement Funds, including interest accrued thereon, as of the date on which notice is received (the "Termination Refund"), and (b) this Settlement Agreement shall terminate upon payment of the Termination Refund.

- 9.9.3. If, for any reason, the Settlement is not approved by the Court, then no class will be deemed certified as a result of this Settlement Agreement, and the Litigation against the Released Persons for all purposes will revert to its status as of the Settlement Date. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, if the Settlement is not approved by the Court, then the participation in the Settlement by any Class Representative or Settlement Class Member cannot be raised as a defense to their Claims.
- 9.10. **Effect of Failure of Order Granting Final Approval to Reach Final Judgment.** If the Order Granting Final Approval does not reach Final Judgment, the Parties shall proceed as follows:
- 9.10.1. If the Order Granting Final Approval does not reach Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Litigation against the Released Persons will resume within thirty (30) calendar days unless the Parties mutually agree in writing to either (a) seek further reconsideration or appellate review of such decision (including in the U.S. Supreme Court by petition for writ of certiorari); and/or (b) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement.
- 9.10.2. If the Litigation against the Released Persons resumes pursuant to Paragraph 9.10.1, or the Parties seek further reconsideration and/or appellate or other review of the decision reversing, vacating, or materially modifying the Order Granting Final Approval and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption repay to Settling Defendants the Termination Refund, and (b) this Settlement Agreement shall terminate upon payment of the Termination Refund.
- 9.10.3. If, for any reason, the Order Granting Final Approval does not reach Final Judgment, then no class will be deemed certified as a result of this Settlement Agreement or the Order Granting Final Approval, and the Litigation against the Released Persons for all purposes will revert to its status as of the Settlement Date. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

10. SETTling DEFENDANTS' WALK-AWAY RIGHT

- 10.1. **Walk-Away Right.** The Settling Defendants shall have the option, in their sole discretion, to terminate this Settlement Agreement (the "Walk-Away Right") if any one of the following conditions is satisfied:

10.1.1. **Very Large Community Systems.** With respect to Community Water Systems that serve more than 500,000 people, timely and valid Requests for Exclusion from the Settlement Class are received from:

- (a) More than Threshold A of such Community Water Systems that are either (x) identified in the U.S. EPA Safe Drinking Water Information System (“SDWIS”) as having a surface water source, or (y) identified in SDWIS as having only groundwater source and do not meet the criteria set forth in Paragraph 10.1.1(b); or
- (b) More than Threshold B of such Community Water Systems (x) that are identified in SDWIS as having only groundwater source, and (y) have tested all of their Test Sites for PFAS under the Testing Methodology (as defined in Paragraph 12.6) before the deadline for submission of Requests for Exclusion and detected PFAS in four or fewer Test Sites.

10.1.2. **Community Water Systems with Current Detections.** With respect to Community Water Systems described in Paragraph 5.1.1(a) of this Settlement Agreement (other than those serving more than 500,000 people), timely and valid Requests for Exclusion from the Settlement Class are received from:

- (a) More than Threshold C of such Community Water Systems that serve 100,001 to 500,000 people; or
- (b) More than Threshold D of such Community Water Systems that serve 10,001 to 100,000 people; or
- (c) More than Threshold E of such Community Water Systems that serve 3,300 to 10,000 people; or
- (d) More than Threshold F of such Community Water Systems that serve less than 3,300 people; or
- (e) More than Threshold G of the subset of such Community Water Systems that are a plaintiff as of the Settlement Date in any Litigation against any of the Settling Defendants.

10.1.3. **Other Community Water Systems.** With respect to Community Water Systems described in Paragraph 5.1.1(b) of this Settlement Agreement that are not also within Paragraph 5.1.1(a) (other than those serving more than 500,000 people), timely and valid Requests for Exclusion from the Settlement Class are received from:

- (a) More than Threshold H of such Community Water Systems that serve 100,001 to 500,000 people; or
- (b) More than Threshold I of such Community Water Systems that serve 10,001 to 100,000 people; or

- (c) More than Threshold J of such Community Water Systems that serve 3,300 to 10,000 people.

10.1.4. **Transient Non-Community Water Systems and Non-Transient Non-Community Water Systems.** With respect to Transient Non-Community Water Systems and Non-Transient Non-Community Water Systems that are part of the Settlement Class (under either Paragraph 5.1.1(a) or (b)), timely and valid Requests for Exclusion from the Settlement Class are received from more than Threshold K of such Transient Non-Community Water Systems and Non-Transient Non-Community Water Systems, in the aggregate.

10.2. For purposes of any of the conditions in Paragraph 10.1:

10.2.1. percentages will be calculated using as the denominator the number of Public Water Systems in each category listed on Annex 1 to the separate letter agreement between Class Representatives and the Settling Defendants to be filed under seal with the Court; and

10.2.2. a Public Water System otherwise within the Settlement Class will be counted towards the applicable threshold specified above if a timely and valid Request for Exclusion from the Settlement Class is received from either (a) the Public Water System itself or (b) from an Entity that is legally responsible for funding (by statute, regulation, other law, or contract) a Public Water System described in clauses (a) or (b) of Paragraph 5.1.1 or that has authority to bring a Claim on behalf of such a Public Water System.

10.3. **Time Period to Exercise Walk-Away Right.** Settling Defendants will have access to the Requests for Exclusion as they are served on the Notice Administrator and the Parties. Settling Defendants will have fourteen (14) Business Days after the deadline for submitting Requests for Exclusion to provide notice to Class Counsel of the exercise of the Walk-Away Right if any of the conditions in Paragraph 10.1 is satisfied. If the Settling Defendants do not collectively provide notice of exercise of the Walk-Away Right to Class Counsel in accordance with this Paragraph 10.3, the Walk-Away Right shall be waived.

10.4. **Effect of Exercising the Walk-Away Right.** The Escrow Agent shall, within seven (7) calendar days of receiving written notice of the Settling Defendants' exercise of the Walk-Away Right, repay to Settling Defendants the Termination Refund. This Settlement Agreement shall thereupon terminate, and this Settlement Agreement, Settling Defendants' obligations under it, and all Releases shall become null and void. In the event of such a termination, no class will be deemed certified as a result of this Settlement Agreement, and the Litigation for all purposes will revert to its status as of the Settlement Date. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, the participation in the Settlement by any Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

- 10.5. **Walk-Away Right Disputes.** Any disputes relating to whether the conditions to exercise of the Settling Defendants' Walk-Away Right have been satisfied shall be submitted to the Court, and said decision by the Court shall be final, binding, and non-appealable.

11. DISTRIBUTIONS

- 11.1. **Notice and Administration.** All costs of notice and administration of the Settlement shall be paid from the Settlement Funds in accordance with the provisions of this Settlement Agreement. Settling Defendants shall have no obligation for any such fees, costs, and expenses other than their payment obligations under Paragraph 6.1.
- 11.2. **Attorneys' Fees and Costs.** Interim Class Counsel intend to file a motion for fees and costs that will request that amounts due under the Holdback Provisions set forth in CMO No. 3, private attorney/client contracts, and fees of Class Counsel all be paid from the Qualified Settlement Fund, but any such costs and fees of Class Counsel must be approved by the Court. Any such award shall be paid from the Qualified Settlement Fund by the Escrow Agent before any portion of the Settlement Funds are distributed to Qualifying Settlement Class Members, upon production to the Escrow Agent of a copy of the order, no later than seven (7) days after the Effective Date or such later date as the award may become payable under the Court's order. Settling Defendants shall have no obligation for any such award other than their payment obligations under Paragraph 6.1.
- 11.3. **Distribution to Qualifying Settlement Class Members.** All monetary awards to Qualifying Settlement Class Members will be strictly governed by the Allocation Procedures, attached as Exhibit C. The Allocation Procedures are designed to fairly and equitably allocate the settlement among Qualifying Settlement Class Members to resolve PFAS contamination in Drinking Water in Public Water Systems in such a way that reflects facts used in designing a water treatment system in connection with such contamination. The Claims Administrator will provide a copy of submitted Claims Forms to Settling Defendants.
- 11.4. **Submission of Claims.** Qualifying Settlement Class Members will be required to comply with strict deadlines for Claims Forms. The Allocation Procedures specify, among other requirements, that a Settlement Class Member will not be allocated nor receive any share of the Settlement Funds if it does not complete and timely submit a Claims Form.
- 11.5. **Allocation:**
- 11.5.1. The Settlement Amount less the amounts paid out pursuant to Paragraphs 6.2.3, 11.1. and 11.2 (the "Restitution Amount") shall be allocated among the Qualifying Settlement Class Members pursuant to the Allocation Procedures as specified in Exhibit C to this Settlement Agreement.
- 11.5.2. Each of the Settling Defendants and the Settlement Class Members acknowledges and agrees that:
- (a) The Class Representatives sought compensatory restitution and remediation (within the meaning of Section 162(f)(2)(A) of the Code) as

damages for alleged harms suffered by the Settlement Class Members relating to the Released Claims and PFAS manufactured or sold by Settling Defendants;

- (b) The Restitution Amount is being paid solely as compensatory restitution and remediation for the alleged harms described in Paragraph 11.5.2(a) allegedly suffered by the Settlement Class Members, and the portion of the Restitution Amount received by each Settlement Class Member is being paid solely as compensatory restitution and/or remediation for such alleged harms allegedly suffered by such Settlement Class Member.
- (c) The payment of the Restitution Amount by Settling Defendants constitutes, and is paid (i) as restitution for alleged PFAS contamination, and/or (ii) for remediation by the Settlement Class Members of alleged PFAS contamination (including the installation of upgraded filtration systems and increased operating expenses associated therewith), which restitution or remediation has had or will have a direct nexus or connection with the alleged harms described in Paragraph 11.5.2(a). Payment by Settling Defendants of the Restitution Amount is intended to restore, in whole or in part, the Settlement Class Members to the same or substantially similar position or condition they would have been in had the Settlement Class Members not suffered the alleged harms described in Paragraph 11.5.2(a). Each Settlement Class Member agrees that it will use the Allocated Amount it receives in a manner consistent with this Paragraph 11.5.
- (d) For the avoidance of doubt, no portion of the Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, or other punitive assessments.

11.6. Tax Cooperation and Reporting:

- 11.6.1. Upon request by any Settling Defendant, the Qualifying Settlement Class Members agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Settling Defendants to establish the statements set forth in Paragraph 11.5.2 to the satisfaction of their tax advisors, their independent financial auditors, the IRS, or any other governmental authority, including as contemplated by Treasury Regulations § 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance. Without limiting the generality of the foregoing, each Qualifying Settlement Class Member shall cooperate in good faith with any Settling Defendant with respect to any Tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Settlement Agreement.

- 11.6.2. Each Qualifying Settlement Class Member agrees that, as a condition to its receipt of the Allocated Amount, it will provide the Claims Administrator with (a) a duly completed and executed IRS Form 1098-F with respect to each Settling Defendant (or other information return that may be required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) and a duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) with respect to each Settling Defendant and (b) written authorization substantially in the form of Exhibit K attached hereto for the Claims Administrator to file such Forms 1098-F (or other information return that may be required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) with the IRS and to provide such written statement to each Settling Defendant on such Qualifying Settlement Class Member's behalf. Each Qualifying Settlement Class Member agrees that it will prepare any IRS Form 1098-F (or other information return that may be required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) and written statement required to be delivered pursuant to the preceding sentence in a manner fully consistent with Paragraph 11.5.2, including by reporting its portion of the Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F. The Claims Administrator shall advise each Qualifying Settlement Class Member of its Allocated Amount to facilitate compliance with this Paragraph 11.6.2. As may be mutually agreed by the Parties, this clause may be modified to facilitate submission of IRS Forms 1098-F as may be necessary.

12. RELEASE, COVENANT NOT TO SUE, AND DISMISSAL

12.1. Release.

- 12.1.1. Upon entry of the Final Judgment, the Releasing Persons shall have expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released, waived, compromised, settled, and discharged the Released Persons from any and all Claims arising out of or relating to conduct by, or liability of, Released Persons before the Settlement Date, (i) that arise from or relate to PFAS that entered Drinking Water of a Public Water System within the Settlement Class, its Water Sources, its facilities or real property, or any of its Test Sites at any time before the Settlement Date (as set forth in Paragraph 12.6); (ii) that arise from or relate to the development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS alone or in products that contain PFAS as an active ingredient, byproduct, or degradation product, including AFFF; (iii) for any type of relief with respect to the installation, maintenance, or operation of, and cost associated with any kind of treatment, filtration, remediation, testing, or monitoring of PFAS by any Settlement Class Member with respect to PFAS that entered Drinking Water of a Public Water System within the Settlement Class, its Water Sources, its facilities or real property, or any of its Test Sites at any time before the Settlement Date (as set forth in Paragraph 12.6); or (iv) that were or could have been asserted in the Litigation (all of the foregoing Claims, the "Released Claims").

- 12.1.2. Without limiting Paragraph 12.1.1, the Released Claims include Claims that arise out of or relate to the discharge, remediation, testing, monitoring, treatment or processing of water by a Public Water System within the Settlement Class (including stormwater or wastewater) with respect to PFAS that entered its Water Sources, its facilities or real property, or any of its Test Sites at any time before the Settlement Date (as set forth in Paragraph 12.6), *except* (a) where a Settlement Class Member also owns real property or owns or operates a facility that is separate from and not related to a Public Water System and does not provide Drinking Water (*e.g.*, a separate wastewater or stormwater system or airports or fire training facilities that are not related to a Public Water System), Claims relating to the discharge, remediation, testing, monitoring, treatment or processing of stormwater or wastewater at or by such separate real property or facility are preserved to the extent such Claims seek damages not arising from or relating to alleged harm to Drinking Water, or (b) if the EPA or a State establishes additional requirements (including a condition or requirement in a State-issued permit) after the Settlement Date with respect to the discharge, remediation, testing, monitoring, treatment or processing of PFAS-containing stormwater or wastewater, such Claims relating to stormwater or wastewater are preserved to the extent they seek to recover for additional compliance costs imposed on the Settlement Class Member by such new requirements above the compliance costs under laws, regulations, directives or requirements existing as of the Settlement Date.
- 12.1.3. Notwithstanding Paragraphs 12.1.1 and 12.1.2, (x) the Released Claims shall not include Claims that arise from or relate to a Test Site as to which PFAS is deemed under Paragraph 12.6 to have entered the water or facilities or real property of the Public Water System after the Settlement Date; and (y) any Releasing Person that is not a Public Water System but that is legally responsible for funding (by statute, regulation, other law, or contract) or that has authority to bring a Claim on behalf of, or to seek recovery for harm to, a Public Water System in the Settlement Class or the Public Water System's ability to provide safe or compliant Drinking Water, gives the release only to the extent of Claims that seek to recover for alleged harm to such Public Water System, and "Released Claims" shall not include other Claims of such Releasing Person.
- 12.1.4. This Agreement shall not release any Claims owned by a State or the federal government where brought, respectively, by the State or the federal government.
- 12.2. **Covenant Not to Sue.** The Releasing Persons shall not at any time hereafter, in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum continue to prosecute, commence, file, initiate, institute, cause to be instituted, assist in instituting, or permit to be instituted on their, his, her, or its behalf, or on behalf of any other Person, any Claim alleging or asserting any Released Claims or challenging the validity of the release set forth in Paragraph 12.1 of this Settlement Agreement. If any such Claim exists in any court, tribunal or other forum as of the Effective Date, the Releasing Persons covenant, promise and agree to withdraw, and seek a dismissal with prejudice of, such proceeding forthwith. The Releasing Persons consent to the jurisdiction of this Court or, at Settling

Defendants' sole option, any other court having jurisdiction to enter an injunction barring them from commencing or prosecuting any Claim, or seeking other benefits, based upon the Released Claims.

- 12.3. **Dismissal.** In accordance with the foregoing release and covenant not to sue, from and after the Effective Date, all pending Litigation shall be dismissed with prejudice to the extent it contains Released Claims against Released Persons. The Order Granting Final Approval shall provide for such dismissals. Any plaintiff in a Litigation asserting Claims against Released Persons that the plaintiff believes are preserved under Paragraphs 12.1.2(a) or 12.1.3(y) shall execute a stipulation of partial dismissal with prejudice in the form provided for in Exhibit L within thirty (30) calendar days of the Effective Date; provided, however, that in the event that any such plaintiff fails to file the required stipulation of dismissal in a Litigation within thirty (30) calendar days of the Effective Date, such Litigation shall be dismissed by operation of the Order Granting Final Approval (x) with prejudice to the extent it contains Released Claims against Released Persons, and (y) without prejudice to the extent it contains Claims against Released Persons that are preserved under Paragraphs 12.1.2(a) or 12.1.3(y). With respect to any Claims that are not dismissed or that are dismissed without prejudice under this Paragraph, Released Persons shall retain all defenses, including the right to argue that the Claim is not preserved and is released.
- 12.4. **Injunction.** From and after the Effective Date, by operation of the Order Granting Final Approval, the Parties agree that each and every Settlement Class Member will be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, and/or maintaining any judicial, arbitral, or regulatory action with respect to any and all Released Claims.
- 12.5. **Exclusive Remedy.** The relief provided for in this Settlement Agreement shall be the sole and exclusive remedy for all Releasing Persons with respect to any Released Claims, and the Released Persons shall not be subject to liability or expense of any kind with respect to any Released Claims other than as set forth in this Settlement Agreement. The Parties agree, and the Order Granting Final Approval shall provide, that the relief provided in this Settlement Agreement fairly and adequately remedies any harm arising out of or relating to Public Water Systems in the Settlement Class to the extent allegedly caused by any Released Person that arises from or relates to PFAS in or affecting each such Public Water System or otherwise arises from or relates to any Released Claim. Nothing herein releases any Claim by any Releasing Person against any Non-Released Person.
- 12.6. **Future PFAS Discovery.** The following shall apply for purposes of applying the release provisions of this Section 12:
 - 12.6.1. Each Public Water System in the Settlement Class that submits a Claims Form (or any Entity that submits a Claims Form on behalf of such Public Water System) shall certify that it has tested all of its Test Sites for PFAS after U.S. EPA's announcement of the testing requirements of UCMR 5 using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if

stricter) (such methodology being the “Testing Methodology”); provided, however, that:

- (a) if a Test Site was tested on or before the Settlement Date and found to contain any PFAS at any level, such Test Site with a previous detection of PFAS need not be tested again and shall be treated for purposes of this Paragraph 12.6 as if it were tested under the Testing Methodology during the required time period, and
- (b) if a Public Water System has multiple Test Sites that are surface water intakes drawing from the same surface water source (*e.g.*, river, lake, reservoir), the Public Water System may perform the testing under the Testing Methodology required by this Paragraph 12.6.1 at either (i) each such Test Site; or (ii) an entry point to the distribution system fed by all such Test Sites, in which case the result of such testing (*i.e.*, detection or non-detection of PFAS) shall apply for purposes of this Paragraph 12.6 to all such Test Sites that feed the entry point.

12.6.2. If for any reason, a Public Water System in the Settlement Class does not certify that it has tested all of its Test Sites under the Testing Methodology before the UCMR 5 Deadline, the Public Water System (and all other Persons who are Releasing Persons by virtue of their relationship or association with such Public Water System) will be deemed to give the release set forth in Paragraph 12.1 in full, including as to all Claims relating to each of its Test Sites. Any PFAS detected in any of such Public Water System’s Drinking Water, Water Sources, Test Sites, facilities or real property, or discharge water after the Settlement Date shall be deemed to have entered the water or facilities or real property before the Settlement Date and thus to be within the temporal scope of the release.

12.6.3. If a Public Water System in the Settlement Class tests all of its Test Sites under the Testing Methodology before the UCMR 5 Deadline and detects PFAS at any level in all such Test Sites, the Public Water System (and all other Persons who are Releasing Persons by virtue of their relationship or association with such Public Water System) will be deemed to give the release set forth in Paragraph 12.1 in full, including as to all Claims relating to each of its Test Sites. Any PFAS detected in any of such Public Water System’s Drinking Water, Water Sources, Test Sites, facilities or real property, or discharge water after the Settlement Date shall be deemed to have entered the water or facilities or real property before the Settlement Date and thus to be within the temporal scope of the release.

12.6.4. If a Public Water System in the Settlement Class tests all of its Test Sites under the Testing Methodology before the UCMR 5 Deadline but after U.S. EPA’s announcement of the testing requirements of UCMR 5, and such testing detects no PFAS at any level in an individual Test Site, any PFAS subsequently detected in the same Test Site will be deemed to have entered the water after the Settlement Date and thus to be outside the temporal scope of the release. The Public Water System (and all other Persons who are Releasing Persons by virtue of their

relationship or association with such Public Water System) will be deemed to give the release set forth in Paragraph 12.1 as to all Claims except those Claims relating to the individual Test Site(s) in which no PFAS at any level was detected in testing under the Testing Methodology.

- 12.6.5. Notwithstanding Paragraph 12.6.4, if a Public Water System in the Settlement Class chooses to treat PFAS contamination at an aggregation point, any preservation of Claims under Paragraph 12.6.4 as to a Test Site that feeds that aggregation point shall be limited to Claims for recovery of additional costs (if any) of treating PFAS contamination at that aggregation point that arise from the subsequent detection of PFAS at that Test Site. Nothing in this Settlement Agreement shall obligate a Public Water System to treat PFAS contamination at an aggregation point.
- 12.6.6. Nothing in this Paragraph 12.6 shall be interpreted to bring within the scope of the release any Claim that is excepted from the release under Paragraph 12.1.2(a) or (b).

12.7. Protection Against Claims-Over.

- 12.7.1. The Order Granting Final Approval will specify that the Settlement is a good-faith settlement that bars any Claim by any Non-Released Person against any Released Person for contribution, indemnification, or otherwise seeking to recover all or a portion of any amounts paid by or awarded against that Non-Released Person to any Settlement Class Member or Releasing Person by way of settlement, judgment, or otherwise (a “Claim-Over”) on any Claim that would be a Released Claim were such Non-Released Person a Settling Defendant, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law.
- 12.7.2. If a Released Claim asserted by a Settlement Class Member gives rise to a Claim-Over against a Released Person and a court determines that the Claim-Over can be maintained notwithstanding the order referenced in Paragraph 12.7.1, the Settlement Class Member shall reduce the amount of any judgment it obtains against the Non-Released Person who is asserting the Claim-Over by whatever amount is necessary, or take other action as is sufficient, to fully extinguish the Claim-Over under applicable law. Nothing herein prevents a Settlement Class Member from pursuing litigation against a Non-Released Person and collecting the full amount of any judgment, except to the extent it is necessary to protect the Released Person to fully extinguish a Claim-Over under applicable law.
- 12.7.3. To the extent that, on or after the Settlement Date, any Settlement Class Member enters into a settlement with any Non-Released Person on any Claim that would be a Released Claim were such Non-Released Person a Settling Defendant, the Settlement Class Member will obtain from such Non-Released Person a prohibition on contribution or indemnity of any kind, substantially equivalent to that required from Settling Defendants in Paragraph 12.7.4, or a release from such

Non-Released Person in favor of the Released Persons (in a form equivalent to the releases contained in this Settlement Agreement) of any Claim-Over.

- 12.7.4. No Released Person shall seek to recover for amounts paid under this Settlement Agreement based on contribution, indemnification or any other theory from any Non-Released Person; provided, however, that a Released Person shall be relieved of this prohibition with respect to any Non-Released Person that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Person from recovering amounts owed pursuant to insurance contracts.
- 12.8. **Liens.** Each Settlement Class Member agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to that Settlement Class Member, including without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other Persons who may claim through them in a derivative manner.
- 12.9. **Waiver of Statutory Rights.** To the extent the provisions apply, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

To the extent the provisions apply, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

To the extent the laws apply, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, Section 1542 of the California Civil Code, Section 20-7-11 of the South Dakota Codified Laws, and all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) acknowledge that they are aware that they or their attorneys

may hereafter discover claims or facts in addition to or different from those that they now know or believe to exist with respect to the Released Claims, but that it is their intention to accept and assume that risk and fully, finally, and forever release, waive, compromise, settle, and discharge all of the Released Claims against Released Persons. The release thus shall remain in effect notwithstanding the discovery or existence of any additional or different claims or facts.

13. MISCELLANEOUS PROVISIONS

- 13.1. **Continuing Jurisdiction.** The Court shall have and retain jurisdiction over the interpretation and implementation of this Settlement Agreement, as well as any and all matters arising out of, or related to, the interpretation or implementation of the Settlement Agreement.
- 13.2. **Cooperation.** The Parties shall cooperate fully with each other and shall use all reasonable efforts to obtain Court approval of the Settlement and all of its terms. Settling Defendants shall provide all information reasonably necessary to assist Class Representatives in the filing of any brief supporting approval of the Settlement. Class Representatives, Class Counsel, Settling Defendants, and Settling Defendants' Counsel agree to support this Settlement Agreement, to recommend its approval to the Court, and to use all reasonable efforts to give force and effect to its terms and conditions; provided, however, that no Party shall be required to agree to any modification to this Settlement Agreement or its Exhibits. Neither the Class Representatives, Class Counsel, Settling Defendants, Settling Defendants' agents, nor Settling Defendants' Counsel shall in any way encourage any objections to the Settlement (or any of its terms or provisions) or encourage any Settlement Class Member to file a Request for Exclusion.
- 13.3. **No Admission of Wrongdoing or Liability.** Settling Defendants do not admit or concede any liability or wrongdoing, acknowledge any validity to the Claims asserted in the Litigation, acknowledge that certification of a litigation class is appropriate as to any Claim, or acknowledge any weakness in the defenses asserted in the Litigation or any other suit, action, or proceeding, and nothing in this Settlement Agreement, the Order Granting Preliminary Approval, or the Order Granting Final Approval shall be interpreted to suggest anything to the contrary. Nothing in this Settlement Agreement, any negotiations, statements, communications, proceedings, filings, or orders relating thereto, or the fact that the Parties entered the Settlement Agreement and settled the Released Claims, shall be construed, deemed, or offered as an admission or concession by any of the Parties or Settlement Class Members or as evidentiary, impeachment, or other material available for use or subject to discovery in any suit, action, or proceeding (including the Litigation), except (i) as required or permitted to comply with or enforce the terms of this Settlement Agreement, the Order Granting Preliminary Approval, or the Order Granting Final Approval, or (ii) in connection with a defense based on *res judicata*, claim preclusion, collateral estoppel, issue preclusion, relative degree of fault, release, or other similar theory asserted by any of the Released Persons. The Settling Defendants retain full rights to contest the certification of any class for litigation purposes.

- 13.4. **No Admission as to PFAS.** Nothing in this Settlement Agreement, including the definition of PFAS, shall be used as evidence or an admission (or be construed as evidence or an admission) that any Settling Defendant developed, manufactured, formulated, distributed, sold, transported, stored, loaded, mixed, applied, or used PFAS alone or in products that contain PFAS as an active ingredient, byproduct, or degradation product, including AFFF, or otherwise had any contact or dealings with any particular PFAS.
- 13.5. **Amendment of Settlement Agreement.** No waiver, modification, or amendment of the terms of this Settlement Agreement or its Exhibits, made before or after Final Approval, shall be valid or binding unless in writing, signed by Class Counsel and by duly authorized signatories of each Settling Defendant, and then only to the extent set forth in such written waiver, modification or amendment, and subject to any required Court approval.
- 13.6. **Other Settlements.** In the event that any of Class Representatives or any of Class Counsel enter into another actual or proposed settlement with any defendant in the MDL between the Settlement Date and Final Approval that contains a definition of PFAS that differs from the definition set forth herein, Settling Defendants shall have the option, in their sole discretion, to substitute such different definition for the definition set forth herein.
- 13.7. **Construction of Settlement Agreement.** The Parties acknowledge as part of the execution hereof that this Settlement Agreement was reviewed and negotiated by their respective counsel and agree that the language of this Settlement Agreement shall not be presumptively construed against any of the Parties. This Settlement Agreement shall be construed as having been drafted by all the Parties, so that any rule of construction by which ambiguities are interpreted against the drafter shall have no force and effect.
- 13.8. **Arm's-Length Transaction.** The Parties each acknowledge that the negotiations leading up to this Settlement Agreement were conducted in good faith and at arm's length; this Settlement Agreement is made and executed by and of each Party's own free will; each Party knows all of the relevant facts and its rights in connection therewith; and each Party has not been improperly influenced or induced to agree to this Settlement as a result of any act or action on the part of any other Party or employee, agent, attorney, or representative of any other Party.
- 13.9. **Third-Party Beneficiaries.** This Settlement Agreement does not create any third-party beneficiaries, except Settlement Class Members and Released Persons other than Settling Defendants.
- 13.10. **Entire Agreement.** No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Settlement Agreement. This Settlement Agreement, including its Exhibits, constitutes the entire agreement among the Parties and Settlement Class Members with regard to the subject matter contained herein, and supersedes and cancels all prior and contemporaneous agreements, negotiations, commitments, and understandings among the Parties with respect to the specific subject matter hereof.

- 13.11. **Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, the Settlement Class Members, and the Released Persons, and their respective heirs, successors and assigns. This Settlement Agreement shall have such effect as provided by applicable law (*e.g.*, *res judicata*, reduction of alleged damages) on Claims by all Persons (including any Person who is excepted from the definition of Releasing Persons or the release in Paragraph 12.1) whether or not such Claims are released hereunder, and no Settlement Class Member shall (a) authorize any such other Person to bring a Released Claim on its behalf or to seek damages arising from harm to it within the scope of the release in Paragraph 12.1, or (b) provide any material or financial support to any such other Person in taking any of the actions referenced in clause (a). Consistent with Paragraph 4.3, the individual signing this Settlement Agreement on behalf each Settling Defendant hereby represents and warrants that s/he has the power and authority to enter into this Settlement Agreement on behalf of such Settling Defendant, as well as the power and authority to bind such Settling Defendant to this Settlement Agreement. Likewise, consistent with Paragraph 4.2, Class Counsel executing this Settlement Agreement represents and warrants that s/he has the authority to enter into this Settlement Agreement on behalf of Class Representatives and to bind Class Representatives.
- 13.12. **Waiver.** Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.
- 13.13. **Specific Performance.** The Parties agree that money damages would not be a sufficient remedy for any breach of this Settlement Agreement, other than as to any term requiring payment of money, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach in addition to any other remedy available at law or in equity, without the necessity of demonstrating the inadequacy of money damages.
- 13.14. **Force Majeure.** The failure of any Party to perform any of its obligations hereunder shall not subject any Party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by Acts of God, fires, accidents, pandemics, other natural disasters, interruptions or delays in communications or transportation, labor disputes or shortages, shortages of material or supplies, governmental laws, rules or regulations of other governmental bodies or tribunals, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such Party.
- 13.15. **Confidentiality.** The Parties shall keep confidential the content of the negotiations, points of discussion, documents, communications, and supporting data utilized or prepared in connection with the negotiations and settlement discussions taking place in this case, except as otherwise required by law. Nothing in this Settlement Agreement shall prevent Settling Defendants from disclosing such information to their insurers if requested by those insurers. The Parties may, at their discretion, issue publicity, press release, or other public statements regarding this Settlement, whether unilaterally or as jointly agreed to in writing

by all Parties. Any jointly agreed or other statement shall not limit Settling Defendants' ability to provide information about the Settlement to their employees, accountants, attorneys, insurers, shareholders, or other stakeholders or in accordance with legal requirements, or to limit Class Counsel's ability to provide Notice or information about the Settlement to Settlement Class Members or in accordance with legal requirements.

- 13.16. **Exhibits.** All exhibits hereto are incorporated herein by reference as if set forth herein verbatim, and the terms of the exhibits are expressly made a part of this Settlement Agreement.
- 13.17. **Notices to Parties.** Any notice, request, instruction, or other document to be delivered pursuant to this Settlement Agreement shall be sent to the appropriate Party by (i) electronic mail; and (ii) overnight courier, delivery confirmation requested:

If to Settling Defendants:

The Chemours Company
Office of the General Counsel
1007 Market Street
Wilmington, DE 19801
Attn: Kristine M. Wellman
kristine.m.wellman@chemours.com

With a copy to:

Jeffrey M. Wintner
Graham W. Meli
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
jmwintner@wlrk.com
gwmeli@wlrk.com

DuPont de Nemours, Inc.
974 Centre Rd.
Wilmington, DE 19806
Attn: Erik T. Hoover
erik.t.hoover@dupont.com

With a copy to:

Kevin T. Van Wart
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
kevin.vanwart@kirkland.com

Corteva Inc.
974 Centre Road
Building 735
Wilmington, DE 19805
Attn: Cornel B. Fuerer
cornel.b.fuerer@corteva.com

With a copy to:

Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019
mreynolds@cravath.com

EIDP, Inc.
974 Centre Road
Building 735
Wilmington, DE 19805
Attn: Thomas A. Warnock
thomas.a.warnock@corteva.com

With a copy to:

Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019
mreynolds@cravath.com

If to the Class Representatives, Class Counsel, or Settlement Class Members:

Michael A. London
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
New York, New York 10038
mlondon@douglasandlondon.com

Paul J. Napoli
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Scott Summy
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3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas 75219
ssummy@baronbudd.com

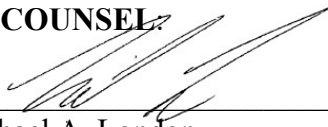
Elizabeth A. Fegan
Fegan Scott
150 S Wacker Dr, 24th Floor
Chicago, Il 60606
Beth@feganscott.com

- 13.18. **Governing Law.** This Settlement Agreement, including its construction and interpretation, shall be governed by and construed in accordance with the substantive law of the State of South Carolina, without regard to any choice-of-law rules that would require the application of the law of another jurisdiction.
- 13.19. **When Settlement Agreement Becomes Effective.** This Settlement Agreement shall become effective upon its execution by Settling Defendants and Class Counsel on the Settlement Date, subject to the approval of the Court and the termination provisions set forth herein.
- 13.20. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties.
- 13.21. **Captions.** The captions, titles, headings, or subheadings of the sections and paragraphs of this Settlement Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Settlement Agreement.
- 13.22. **Electronic Signatures.** Any Party may execute this Settlement Agreement by having their respective duly authorized signatory sign their name on the designated signature block below and transmitting that signature page electronically to counsel for all of the Parties. Any signature made and transmitted electronically for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement, and shall be binding upon the Party transmitting their signature electronically.
- 13.22 **Effect on Existing EPA Consent Order Obligations or *Leach* Settlement.** Nothing in this Settlement Agreement is intended to nor shall alter, change, or amend any obligations of any Settling Defendant or Released Persons under (a) the 2009 Administrative Order on

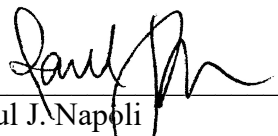
Consent entered into with the United States Environmental Protection Agency as set forth in Docket Nos. SDWA-03-2009-0127-DS and SDWA-05-2009-0001, and as amended, including the First Amendment of January 5, 2017; or (b) the November 17, 2004 Class Action Settlement Agreement in *Leach et al. v. E.I. du Pont de Nemours and Co. et al.*, Case No. 01-C-608 (Wood Cty. W. Va. Cir. Ct.).

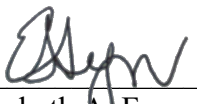
Agreed to this 30th day of June, 2023.

CLASS COUNSEL:

By: 
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New York, NY 10038

By: 
Scott Summy
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By: 
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NAPOLI SHKOLNIK
1302 Ponce de Leon
San Juan, Puerto Rico 00907

By: 
Elizabeth A. Fegan
FEGAN SCOTT LLC
150 S. Wacker Dr., 24th Fl.
Chicago, IL 60606

SETTLING DEFENDANTS:

The Chemours Company

By: _____
Name: Kristine M. Wellman
Title: Senior Vice President, General Counsel
and Corporate Secretary

The Chemours Company FC, LLC

By: _____
Name: Kristine M. Wellman
Title: Senior Vice President and
General Counsel

DuPont de Nemours, Inc.

By: _____
Name: Erik T. Hoover
Title: Senior Vice President and
General Counsel

Corteva, Inc.

By: _____
Name: Cornel B. Fuerer
Title: Senior Vice President, General Counsel

**E.I. DuPont de Nemours and Company
n/k/a EIDP, Inc.**

By: _____
Name: Thomas A. Warnock
Title: Associate General Counsel and
Assistant Secretary

Consent entered into with the United States Environmental Protection Agency as set forth in Docket Nos. SDWA-03-2009-0127-DS and SDWA-05-2009-0001, and as amended, including the First Amendment of January 5, 2017; or (b) the November 17, 2004 Class Action Settlement Agreement in *Leach et al. v. E.I. du Pont de Nemours and Co. et al.*, Case No. 01-C-608 (Wood Cty. W. Va. Cir. Ct.).

Agreed to this 30th day of June, 2023.

CLASS COUNSEL:

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SETTLING DEFENDANTS:

The Chemours Company

By: Kristine M. Wellman
Name: Kristine M. Wellman
Title: Senior Vice President, General Counsel
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The Chemours Company FC, LLC

By: Kristine M. Wellman
Name: Kristine M. Wellman
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DuPont de Nemours, Inc.

By: _____
Name: Erik T. Hoover
Title: Senior Vice President and
General Counsel

Corteva, Inc.

By: _____
Name: Cornel B. Fuerer
Title: Senior Vice President, General Counsel

**E.I. DuPont de Nemours and Company
n/k/a EIDP, Inc.**

By: _____
Name: Thomas A. Warnock
Title: Associate General Counsel and
Assistant Secretary

Consent entered into with the United States Environmental Protection Agency as set forth in Docket Nos. SDWA-03-2009-0127-DS and SDWA-05-2009-0001, and as amended, including the First Amendment of January 5, 2017; or (b) the November 17, 2004 Class Action Settlement Agreement in *Leach et al. v. E.I. du Pont de Nemours and Co. et al.*, Case No. 01-C-608 (Wood Cty. W. Va. Cir. Ct.).

Agreed to this 30th day of June, 2023.

CLASS COUNSEL:

By: _____
Michael A. London
DOUGLAS & LONDON, P.C.
59 Maiden Lane, 6th Floor
New York, NY 10038

By: _____
Scott Summy
BARON & BUDD, P.C.
3102 Oak Lawn Avenue
Suite 1100
Dallas, Texas, 75219

By: _____
Paul J. Napoli
NAPOLI SHKOLNIK
1302 Ponce de Leon
San Juan, Puerto Rico 00907

By: _____
Elizabeth A. Fegan
FEGAN SCOTT LLC
150 S. Wacker Dr., 24th Fl.
Chicago, IL 60606

SETTLING DEFENDANTS:

The Chemours Company

By: _____
Name: Kristine M. Wellman
Title: Senior Vice President, General Counsel
and Corporate Secretary

The Chemours Company FC, LLC

By: _____
Name: Kristine M. Wellman
Title: Senior Vice President and
General Counsel

DuPont de Nemours, Inc.

By:  _____
Name: Erik T. Hoover
Title: Senior Vice President and
General Counsel

Corteva, Inc.

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**E.I. DuPont de Nemours and Company
n/k/a EIDP, Inc.**

By: Thomas A. Warnock
Name: Thomas A. Warnock
Title: Associate General Counsel and
Assistant Secretary

November 13, 2023

To: City Management

From: Michael Boule, Water Resource Management Director

RE: PFAS and PFOS Water Quality Testing

The Water Resource Management Department has been conducting PFAS and PFOS water quality testing in compliance of the Environmental Protection Agency (EPA) since 2014, and continues to monitor through 2023. All of the City of Surprise water service area wells and water supply facilities that have been tested for PFAS and PFOS have all concluded in non-detectable levels of each contaminant.

The City of Surprise shares its municipal boundaries with other private water providers, such as EPCOR Water, Liberty Utilities, and El Mirage Water. Each of these utility providers have completed the same testing and all have concluded in non-detectable results.

As the EPA and state departments of environmental quality work to define a maximum contaminant level for PFAS and PFOS, the City of Surprise will continue to monitor water quality to ensure compliance. At this time, the City of Surprise water utility, and the adjacent private water utilities, are all experiencing non-detectable levels of PFOS and PFAS in the groundwater.

For more information, please visit <https://surpriseaz.gov/634/Drinking-Water-Quality-Reports> or call 623-222-7040.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023

Contact Person: Donna Meuse, Human Resources
Director

Submitting Department: Human Resources
Staff Recommendations:

District: Internal

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action authorizing submission of the *Request for Waiver* from the requirement of posting the statutory deposit to the Industrial Commission of Arizona.

Motion:

I move to approve and authorize submission of the Request for Waiver from Requirement to Post Statutory Deposit to the Industrial Commission of Arizona.

Background:

On January 30, 2017, Council approved by Resolution # 2017-03 the funding of a self-insured workers' Compensation program. With establishment of the self-insurance program comes certain regulatory compliance measures in addition to an annual application to the Industrial Commission of Arizona requesting authority to self insure.

In lieu of posting securities for outstanding workers' compensation liabilities, Arizona Administrative Code R-20-5-1114, affords public entities the opportunity to request waiver of a security deposit. This request for waiver must be submitted annually as part of the application process for renewal of Workers' Compensation self-insured status considered by the Industrial Commission of Arizona. The waiver must include the signatures of the majority of Council requesting such exemption be granted. While the City of Surprise transitioned the worker's compensation program back to a fully-insured model, the trust must remain in place for claim liabilities for the period of July 01, 2017 through March 31, 2023.

Objective Analysis:

This action is to obtain consent from City Council to submit an exemption letter to the Industrial Commission of Arizona, seeking approval to waive the requirement to post a security deposit for outstanding workers' compensation liabilities. Council has approved, and an exemption letter has been submitted to the ICA, every year since the City initiated its self-insured Workers' Compensation program.

Policy Compliant:

This action complies with all applicable statutes and codes and furthers the City Council's continuing

agenda to be fiscally responsible and proactive.

Financial Impact:

The action aims to avoid posting of statutory securities; thus preserving contingency funds held within the Workers' Compensation Trust.

Budget Impact:

The action aims to avoid posting of statutory securities; thus preserving contingency funds held within the Workers' Compensation Trust.

FTE Impact:

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

ATTACHMENTS:

1. Request for Waiver of Security Form (003)
-



Notary Attestation

I _____, _____ of/for

City of Surprise, Arizona

do hereby attest the attached Request for Waiver from Requirement to Post Statutory Deposit form signatures, duly approving the request for a waiver from requirement to post a statutory deposit, were signed in perpetuity, are original signatures, or a certified copy thereof.

State of Arizona)
County of Maricopa) ss
_____)

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of

_____, a notary public, to be affixed hereunto

this _____ day of _____, _____.

Affix Seal or Stamp

Notary Public

Signer's Email Address

(Notary - complete this section to sign if form is filed electronically)

IN WITNESS WHEREOF, the foregoing Request for Waiver From Requirement to Post a Security Deposit was acknowledged before me, a notary public, to be affixed hereunto by means of communication technology this _____ day of _____, _____

Affix Seal or Stamp

Notary Public

Signer's Email Address

**Request for Waiver from Requirement to Post Statutory Deposit
Pursuant to A.A.C. § 1525 (A)**



The City of Surprise

- 1) is a duly qualified, eligible, and authorized Arizona self-insurer pursuant to Arizona Revised Statute § 23-961 et. seq., and the Arizona Administrative Code, and, as such, hereby requests the Industrial Commission of Arizona approve a waiver from the posting of a statutory deposit, pursuant to A.A.C. § R20-5-1525 (A).
- 2) is a public entity or public entity pool that has operated in Arizona for a minimum of five consecutive years pursuant to A.A.C § 1525 (B)(1).
- 3) is a public entity or public entity pool with an established trust document (attached), and a trust fund pursuant to A.R.S. § 11-981, or a public entity pool that has an established a workers' compensation pool loss account pursuant to A.A.C. § R20-5-1530 (B).
- 4) maintains a positive fund/account balance pursuant to A.A.C. § 1525 (B)(2), that is continually funded in accordance with GASB #30 (or a successor statement) cover actuarial liabilities pursuant to A.A.C § 1525 (B)(3).
- 5) completes an actuary report on an annual basis with a confidence level of 55%, and a discount percent of 2%.
- 6) shall file current quarter financial statements and a statement of unpaid liabilities with the Division every six months, beginning six months after a waiver is granted pursuant to A.A.C. § R20-5-1525 (E).
- 7) will cure an account or fund deficiency immediately upon discovery.
- 8) shall cure an account or fund deficiency within 30 days of being notified by the Division.
- 9) shall file a completed Workers' Compensation Liability Form, and post security as required by the Commission within 10 days of service of a written findings and order revoking the waiver of security pursuant to A.A.C. § R20-5-1525 (G).
- 10) understands the decision of the Commission to approve, deny, or revoke a request for waiver of security shall be made by a majority vote of a quorum of Commissioners present at a public meeting; if the Commission grants a waiver of security, the waiver shall be included in the Resolution of Authorization issued under R20-5-1509 (F) and shall continue unless the public entity or public entity pool named in this document no longer satisfies the requirements of A.A.C § 1525.
- 11) shall file a completed Workers' Compensation Liability Form, and post security pursuant to A.R.S. § 23-961, A.A.C. § 1520, and/or 1509 (C) if the requirements of A.A.C § 1525 are not satisfied.

The signature(s) below represent

The City of Surprise

_____,
and as such, certifies and attests that the information contained in this Request for Waiver From Posting Security Form is accurate and correct.

If the signature responsibility is delegated to one public employee position or designated officer, attach the code or ordinance section (Public Entity), or bylaws, resolution or incorporating documents (Public Entity Pool).

Name: Skip Hall, Mayor

Signed: _____

Date_____

Name: Nick Haney

Signed: _____

Date_____

Name: Aly Cline

Signed: _____

Date_____

Name: Patrick Duffy

Signed: _____

Date_____

Name: Ken Remley

Signed: _____

Date_____

Name: Jack Hastings _____

Signed: _____

Date_____

Name: Vice Mayor, Chris Judd _____

Signed: _____

Date_____



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023

Contact Person: Trever Fleetham, PLANNER
SENIOR

Submitting Department: Community Development District: District 4

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to an application for the Original Townsite Incentive Program to pay for building permit and building plan review fees in the amount of \$963.60 relating to the construction of improvements to Sweet Pea Kids Preschool & Child Care, generally located at the northwest corner of El Mirage Rd. and Greenway Rd; Case FS23-0691.

Motion:

I move to approve the application for the Original Townsite Incentive Program to pay for building permit and building plan review fees in the amount of \$963.60 relating to the construction of improvements to Sweet Pea Kids Preschool & Child Care.

Background:

The applicant is seeking incentives provided under the Original Townsite Incentive program found in Section 111 of the Surprise Municipal Code. This program includes the 100 percent waiver of the building permit, building plan review, and Surprise development impact fees for projects located in the Original Town Site. The request, if approved, will waive \$963.60 in building permit and building plan review fees for the applicant and be paid out of the City's General Fund.

Objective Analysis:

If approved, the requested incentives will provide 100 percent waiver of building permit and building plan review fees relating to the construction of improvements to Sweet Pea Kids Preschool & Child Care.

Policy Compliant:

The request is consistent with City and Council Policy.

Financial Impact:

The request, if approved, will waive \$963.60 in building permit and building plan review fees for the applicant. Fees will be paid out of the City's General Fund. The fees are as follows:

- Building Permit Fees - \$584.00

- Plan Review Fees - \$379.60
- Total - \$963.60

Budget Impact:

The FY2024 budget includes an appropriation within the General Operations General Fund in the amount of \$375,000 for Original Townsite Incentives; therefore no budget amendment is necessary.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS23-0691 - Sweet Pea Kids Preschool & Child Care OTI - Staff Report - 112123 CC
 2. 01 - FS23-0691 - Sweet Pea Kids Preschool & Child Care OTI - Vicinity Map
 3. 02 - FS23-0691 - Sweet Pea Kids Preschool & Child Care OTI - Zoning Map
 4. 03 - FS23-0691 - Sweet Pea Kids Preschool & Child Care OTI - Request Letter
 5. FS23-0691 - Sweet Pea Kids Preschool & Child Care OTI 100323
-



ORIGINAL TOWNSITE INCENTIVE

REPORT TO THE CITY COUNCIL

1	Case:	FS23-0691
2		
3	Project Name:	Sweet Pea Kids Preschool & Child Care Original Townsite
4		Incentive (OTI)
5		
6	Council District:	4 - Mulberry
7		
8	City Council Date:	November 21, 2023
9		
10	Staff:	Trever Fleetham, Senior Planner
11		
12		
13	Owner:	Bole Properties LLC
14		
15	Applicant:	Lynnette Bole
16		
17	Request:	The applicant is seeking incentives provided under Section 111-
18		1.3 of the Surprise Land Development Ordinance (LDO)
19		regarding improvements to Sweet Pea Kids Preschool & Child
20		Care.
21		
22	Site Location:	Generally located at the northwest corner of El Mirage Rd and
23		Greenway Rd
24		
25	Site Size:	1.1 acres (approx.)
26		
27	General Plan	
28	Conformance:	The proposal is consistent with the Surprise General Plan 2035
29		
30	Support/Opposition:	No communication regarding support or opposition was
31		received
32		

Project Description:

The applicant is seeking incentives provided under the Original Townsite Incentive program found in Section 111 of the Surprise Municipal Code. This program includes the 100 percent waiver of the building permit, building plan review, and Surprise development impact fees for projects located in the Original Town Site. The request, if approved, will reallocate \$963.60 from the City's General Operations, General Fund to cover the expense.

History:

December 6, 1960 – The subject parcel was part of the original incorporation of the Town of Surprise under Resolution #1960.

August 11, 2005 – The Mayor and City Council approved a rezone for the subject property from R1-5 Single-Family Residential and C-3 General Commercial to R1-5 Single-Family Residential under Ordinance #05-33 (case RZ05-006).

August 11, 2005 – The Mayor and City Council approved an Original Townsite Infill Incentive Request for Jumpstart Childcare Center under Resolution #05-136 (case OTI05-226).

November 1, 2005 – The Planning & Zoning Commission approved a Conditional Use Permit for Jumpstart Childcare Center under case CUP05-009.

May 8, 2023 – A building permit (2023000896) was issued for the subject site to add a splashpad to the existing daycare facility.

April 5, 2023 – A building permit (2023001007) was issued for the subject site to install a storefront wall sign.

Summary:

Sweet Pea Kids Preschool & Child Care is located north of Greenway Rd., between Greasewood St. and Factory St. within the SHD-RO zoning district. The facility was recently improved with an addition of a splashpad and a new storefront wall sign. The applicant is requesting that the qualifying fees of the associated building permits for these improvements be waived per Section 111-1.3 – Original Townsite Infill Incentive District Plan. The request, if approved, will waive \$963.60 of fees for the applicant and will be paid out of the City's General Fund. The fees are as follows:

Splash Pad Permit (2023000896)	
Building Permit Fees	\$454.00
Plan Review Fees	\$295.10
Total	\$749.10

Storefront Wall Sign Permit (2023001007)	
Building Permit Fees	\$130.00
Plan Review Fees	\$84.50
Total	\$214.50

Aggregate total of all fees requested to be waived: **\$963.60**

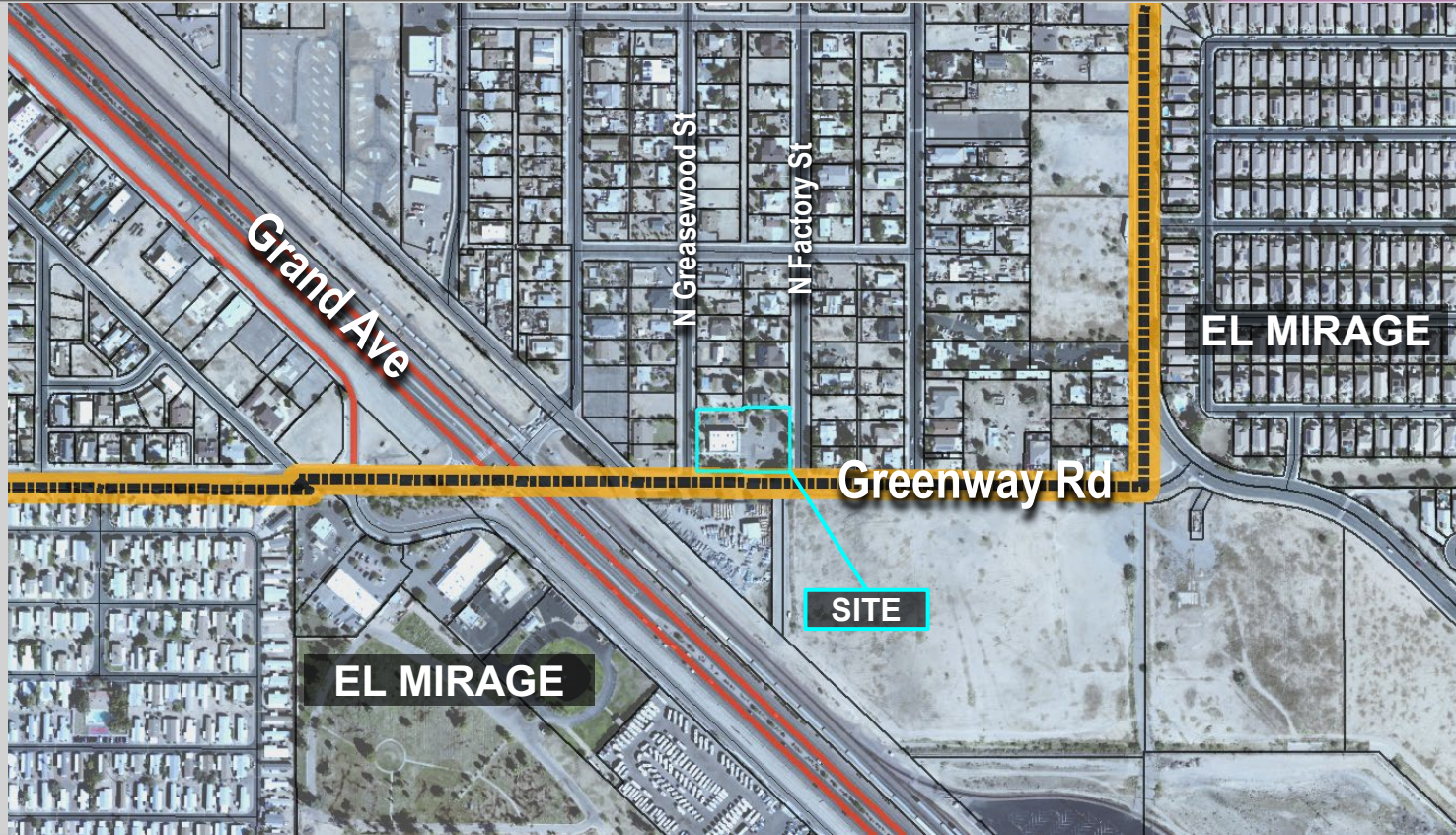
Findings:

- The proposed grant of incentives to Sweet Pea Kids Preschool & Child Care is consistent with the Surprise General Plan 2035.
- The proposed grant of incentives to Sweet Pea Kids Preschool & Child Care is consistent with the Surprise Municipal Code Section 111:
 - The property is zoned appropriately as SHD-RO
 - The project is an expanding qualifying commercial development
 - The applicant has remitted fees for the building permit and building plan review fees associated with this project
- The proposed grant of incentives to Sweet Pea Kids Preschool & Child Care is consistent with the Specific Plan for the Revitalization of the Original Town Site

Attachments:

01 – Vicinity Map
 02 – Zoning Map
 03 – Request Letter
 PPT

VICINITY MAP



ZONING MAP





August 24, 2023

Dear Trever,

Thank you for your help in navigating the request for reimbursement on permits for the Original Townsite for Surprise. I understand that only the Permit fees and Review fees are covered. I respectfully ask you to process permit # 2023001007, \$138.00 and \$84.50. Permit 2023000896, \$454.00. Permit 2023000896, \$295.10. This makes a grand total of \$963.60.

Thank you again for your assistance.

Sincerely,

Lynnette Bole

Sweet Pea Kids Preschool & Child Care

623-200-7993 Cell



S U R P R I S E

ARIZONA

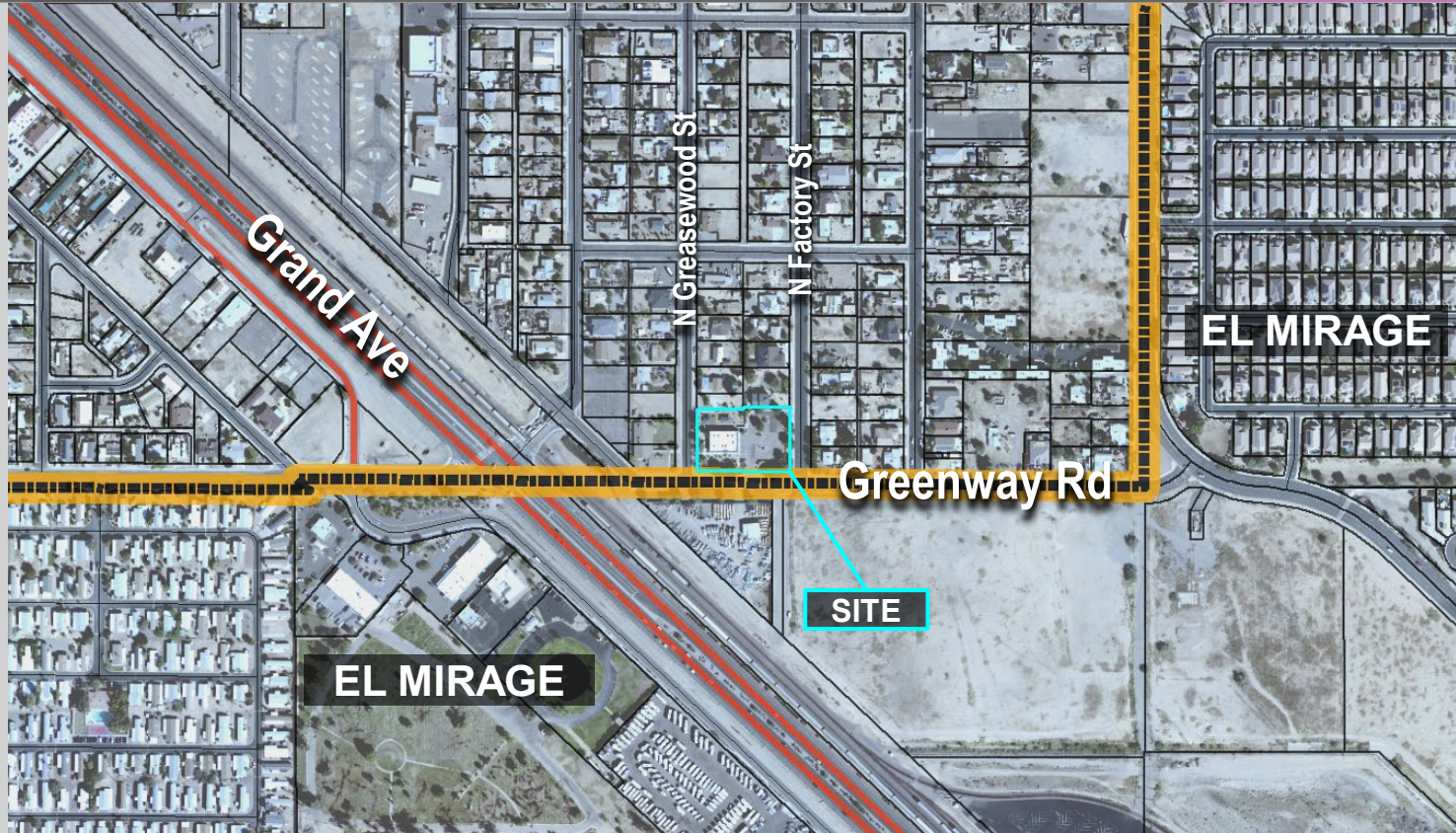
FS23-0691

Sweet Pea Kids Preschool & Child Care OTI

City Council

November 21, 2023

VICINITY MAP



ZONING MAP



SPLASH PAD



WALL SIGN





INCENTIVES

Splash Pad Permit (2023000896)

Building Permit Fees	\$454.00
Plan Review Fees	\$295.10
Total	\$749.10

Storefront Wall Sign Permit (2023001007)

Building Permit Fees	\$130.00
Plan Review Fees	\$84.50
Total	\$214.50

Aggregate Total

\$963.60



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023 Contact Person: Tanner Wessel
Submitting Department: Community Development District: Citywide
Staff Recommendations:

Consent: No	Regular: No	Public Hearing: Yes	Report/Discussion: No
-------------	-------------	---------------------	-----------------------

Agenda Wording:

Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to revise definitions and standards related to Residential Healthcare Facilities; Ordinance #2023-20.

Motion:

I move to approve Ordinance #2023-20.

Background:

On April 4th, 2023 City Council made a motion to adopt the *Statement on Unlawful Sober Living Homes* to allow staff to analyze, develop and bring back multifaceted solutions aimed at reducing the operation of unlicensed sober living homes and group homes within the City. The proposed Zoning Text Amendment to the City of Surprise Land Development Ordinance (LDO) proposes revisions to definitions and use-standards related to residential healthcare facilities that were in need of clarification and/or updating to allow staff greater oversight of these types of facilities throughout the City. This amendment proposes changes to Chapter 101, 106, and 107 of the LDO.

Objective Analysis:

This amendment clarifies, updates, and aligns the City of Surprise Land Development Ordinance as it relates to health care facilities, residential health care facilities, and group foster care facilities with state and federal requirements as well as the city building and fire codes.

Policy Compliant:

This Zoning Text Amendment is consistent with the City and Council Policies.

Financial Impact:

This item does not have a direct financial impact, however 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:

1. 00-FS23-0456 ZTA Residential Health Care Facilities – Staff Report
 2. 01-FS23-0456 ZTA Residential Health Care Facilities - Legislative Edit
 3. 02-FS23-0456 ZTA Residential Health Care Facilities - Public Participation Report
 4. FS23-0456 - ZTA Residential Health Care Facilities - CC - PowerPoint
 5. 03-FS23-0456 ZTA Residential Health Care Facilities - Ordinance
-

ZONING TEXT AMENDMENT

REPORT TO THE CITY COUNCIL

Case: FS23-0456

Project Name: Zoning Text Amendment Residential Health Care Facilities

Council District: Citywide

Meeting Date: November 21, 2023

Planner: Tanner Wessel, Planner II

Applicant: City of Surprise

Request: Zoning Text Amendment to the Surprise Land Development Ordinance to revise and clarify definitions and standards related to residential health care facilities.

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

Support/Opposition: None known

Commission Recommendation: Recommended approval of the proposed Zoning Text Amendment to the Surprise Land Development Ordinance

PROJECT DESCRIPTION:

The City has initiated this Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to revise and clarify definitions and standards related to residential health care facilities.

BACKGROUND:

On April 4th, 2023 City Council made a motion to adopt a *Statement on Unlawful Sober Living Homes* and directed staff to analyze, develop and bring back multifaceted solutions aimed at reducing the operation of unlicensed sober living homes and group homes within the City. This Zoning Text Amendment aims to support the motion made by City Council by providing revisions and clarification to the existing definitions and use standards for group homes currently provided within in the LDO.

ANALYSIS AND DISCUSSION

The proposed amendment aims to: 1) clarify definitions for health care facilities, residential health care facilities, and group foster care facilities, 2) clarify procedures for both new and existing residential health care and group foster care facilities, and 3) align current use standards to more closely align with state and federal requirements as well as city building and fire codes.

The full extent of the proposed changes are outlined in the attached Legislative Edit, but the following depict several of the key changes:

- Revise the definition of “Family”
- Redefine Group Home to both Residential Health Care and Group Foster Care Facilities
- Add definitions of “Group Foster Care”, “Health Care Facility” and “Residential Health Care Facility”
- Add language outlining requirements for registration, registration renewal, and changes in use for a Residential Health Care Facility
- Revise of minimum distance requirements to 1,200 feet between Residential Health Care Facilities
- Revise minimum off-street parking standards for Residential Health Care Facilities

The affected code sections for the proposed amendment include:

- 101-2 Rules of Interpretation and Glossary of Terms
- 106-10 Use Specific Standards
- 107-4 Parking and Loading Regulations

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The subject request is consistent with the Surprise General Plan 2035

CITIZEN PARTICIPATION:

An outreach meeting was held at the Surprise Regional Library on Monday October 16, 2023 at 6:00PM. There were no members of the public in attendance. A summary of the outreach meeting is provided in the attached Citizen Participation Report.

SUMMARY:

The proposed Zoning Text Amendment to the Land Development Ordinance (LDO) will revise and clarify the readability and applicability of the Residential Health Care Facility standards within the LDO.

COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval of the proposed Zoning Text Amendment to the Surprise Land Development Ordinance

ATTACHMENTS:

- 01 Legislative Edit
- 02 Public Participation Report

November 21, 2023 – City Council
Case FS23-0456

Zoning Text Amendment to Residential Health Care Facilities
Page 2 of 3

88 03 Ordinance
89 PowerPoint

Zoning Text Amendment to the Land Development Ordinance (FS23-0456)

Edits in *red* are deletions; edits **highlighted** are additions

Chapter 101 – ADMINISTRATIVE PROVISIONS

ARTICLE 1 - IN GENERAL

Sec. 101-2.2. – Glossary of Terms

~~**Family:** A group of people living together as a single housekeeping unit, within a single dwelling unit as distinguished from a group occupying a hotel, motel, club, dormitory, fraternity, sorority, lodging house or nursing care institution.~~

Family: An individual or two (2) or more individuals related by blood, marriage or adoption, or a group of no more than four (4) unrelated individuals, living together as a single housekeeping unit. A family includes a couple in a domestic relationship and biological, adopted, and foster children of either partner. A family does not include any sorority; or group of individuals whose association is seasonal or similar in nature to a resort, motel, hotel, boarding, and lodging house.

Group Foster Care: A licensed regular or special foster home that is suitable for placement of more than five minor children but not more than ten minor children.

~~**Group Home:** A single dwelling unit shared as their primary residence by handicapped and/or elderly persons living together as a single housekeeping unit in which staff persons provide on-site care, meals, supervision, and other support services for the residents. Group homes shall not include assisted living facilities, nursing care facilities, shelter care facilities, recovery homes, correctional facilities, or homes for the developmentally disabled as regulated by the Arizona Revised Statutes.~~

Health Care Facility: means any of the following facilities.

1. **Behavioral Health Facility:** a health care institution that provides continuous treatment to an individual experiencing a behavioral health issue that causes the individual to:
 - a. Have a limited or reduced ability to meet the individual's basic physical need;
 - b. Suffer harm that significantly impairs the individual's judgement reason, behavior, or capacity to recognize reality;
 - c. Be a danger to self;
 - d. Be a danger to others;

- e. Be persistently or acutely disabled, as defined in A.R.S. § 36-501; or
 - f. Gravely disabled
2. **Behavioral Health Specialized Transitional Facility:** a health care institution that provides inpatient behavioral health services and physical health services to an individual determined to be a sexually violent person according to A.R.S. Title 36, Chapter 37
3. **Collaborating Health Care Institution:** a health care institution licensed to provide outpatient behavioral health services that has a written agreement with an adult behavioral health therapeutic home or a behavioral health respite home to:
- a. Coordinate behavioral health services provided to a resident at the adult behavioral health therapeutic home or a recipient at a behavioral health respite home, and
 - b. Work with the provider to ensure a resident at the adult behavioral health therapeutic home or a recipient at a behavioral health respite home receives behavioral health services according to the resident's treatment plan.
4. **Hospice Inpatient Facility:** a subclass of hospice that provides hospice services to a patient on a continuous basis with the expectation that the patient will remain on the hospice's premises for 24 hours or more.
5. **Hospital:** a class of health care institution that provides, through an organized medical staff, inpatient beds, medical services, continuous nursing services, and diagnosis or treatment to a patient.
6. **Outpatient Surgical Center:** a class of health care institution that has the facility, staffing, and equipment to provide surgery and anesthesia services to a patient whose recovery, in the opinions of the patient's surgeon and, if an anesthesiologist would be providing anesthesia services to the patient, the anesthesiologist, does not require inpatient care in a hospital.
7. **Outpatient Treatment Center:** a class of health care institution without inpatient beds that provides physical health services or behavioral health services for the diagnosis and treatment of patients.
8. **Recovery Care Center:** a health care institution or subdivision of a health care institution that provides medical and nursing services limited to recovery care services.

9. **Substance Abuse Transitional Facility:** a class of health care institution that provides behavioral health services to an individual over 18 years of age who is intoxicated or may have a substance abuse problem.

Residential Health Care Facility: means any of the following facilities or any other residential health care facility as defined by the Arizona Revised State Statutes.

1. **Adult Behavioral Health Therapeutic Home:** a residence for individuals who are at least eighteen years of age, have behavioral health issues and need behavioral health services that does all of the following for those individuals:
 - a. Provides room and board
 - b. Assists in acquiring daily living skills
 - c. Coordinates transportation to scheduled appointments
 - d. Monitors behaviors
 - e. Assists in the self-administration of medication
 - f. Provides feedback to case managers related to behavior
2. **Adult Day Health Care Facility:** a facility that provides adult day health services during a portion of a continuous twenty-four-hour period for compensation on a regular basis for five or more adults who are not related to the proprietor.
3. **Adult Foster Care Home:** a residential setting that provides room and board and adult foster care services for at least one and not more than four adults who are participants in the Arizona long-term care system pursuant to chapter 29, article 2 of this title or contracts for services with the United States department of veterans affairs and in which the sponsor or the manager resides with the residents and integrates the residents who are receiving adult foster care into that person's family.
4. **Adult Residential Care Institution:** a subclass of behavioral health residential facility that only admits residents 18 years of age and older and provides recidivism reduction services.
5. **Behavioral Health Residential Facilities:** As defined by ARS §36-401
 - a. Limits the individual's ability to be independent, or
 - b. Causes the individual to require treatment to maintain or enhance independence.

6. **Behavioral Health Respite Home:** a residence where respite care services, which may include assistance in the self-administration of medication, are provided to an individual based on the individual's behavioral health issue and need for behavioral health services.

7. **Sober Living Home:** As defined by ARS §36-2061

Chapter 106 – ZONING AND USE STANDARDS

ARTICLE 1 - IN GENERAL

Table No. 106-1c – Primary Land Use Matrix for All Zoning Districts.

Table No. 106-1c - Primary Land Use Matrix for All Zoning Districts																										
"P" = Permitted; "AUP" = Administrative Use Permit; "CUP" = Council Use Permit; "(blank space)" = Prohibited																										
	Residential				Surprise Heritage		Traditional Neighborhood Development				Mixed Use			Commercial				Employment				Open Space/Public Uses			Use Specific Standards	
Zoning Districts Uses	RR	R-1	R-2	R-3	SHD-RO	SHD-CO	TND-R	TND-C	TND-MU	TND-OS	MU-1	MU-2	MU-3	CO	C-1	C-2	C-3	BP	I-1	I-2	I-3	OS-1	OS-2	PF	Specific regulations can be found in Sections listed below	
Residential																										
Assisted Living Center (more than 10 residents)			P	P	AUP	P	AUP		P			P														
Assisted Living Home (10 or less residents)	P	P	P		P		P					CUP					CUP	CUP	CUP	CUP						Sec. 106-10.9
Dormitory						CUP						CUP					CUP	CUP	CUP	CUP						
Dwelling, Live/Work									P		P	P	P													Sec. 106-4
Dwelling, Multi-family (4 or more)				P	CUP	P	P		P		P	P	P													
Dwelling, Single-family	P	P	P		P		P																			
Dwelling, Two-family (Duplex)			P	P	AUP		P						P													
Dwelling, Three-family (triplex)			P	P	AUP		P						P													
Group Home Foster Care	P	P	P	P	P		P																			Sec. 106-10.21
Manufactured Homes	P				P																					Sec. 106-10.26
Model Home Complex	P	P	P				P						P													Sec. 106-10.29
Residential Healthcare Facility	P	P	P	P	P		P																			Sec. 106-10.21

ARTICLE 10 – USE SPECIFIC STANDARDS

Sec. 106-10.21 – Group **Home** Foster Care & Residential Health Care Facilities.

- ~~A. No group home or recovery residence shall be located on a lot within 1,320 feet, measured by a straight line in any direction, from the lot line of another group home or recovery residence.~~
- ~~B. Evidence of license, certification, or registration with the appropriate local, state or federal agency, if required by such local, state or federal agency.~~
- ~~C. No identification from a public street shall be permitted by signage, graphics, display, or other visual means, except for signage otherwise permitted by Chapter 109 herein.~~
- ~~D. Compliance with all applicable building, fire and safety regulations. Such homes must be reviewed and approved by the community development department for building code and land use compliance prior to the use commencing.~~
- ~~E. No exterior change that would alter the building's residential character shall be made to the exterior of the building(s) and the grounds.~~

~~F. The Community Development Department maintains authority to approve the location of any group home or recovery residence. An administrative record of all homes shall be maintained with the community development department.~~

A. Registration

- a. Prior to beginning operations, the owner or operator of a group foster care or residential health care facility shall be registered and licensed with the City
- b. The operator of the group foster care or residential health care facility shall obtain all required inspections prior to the operation of a group foster care or residential health care facility

B. Registration renewal

- a. Registration of a group foster care or residential health care facility shall be valid for one (1) year and must be renewed annually on or before the expiration date of the registration.
- b. To renew a registration, the operator of the group foster care or residential health care facility shall submit to the City an application for renewal and evidence of a current state license, or certification
- c. The operator of the group foster care or residential health care facility shall obtain all required inspections

C. Changes

- a. The City shall be notified in the event a group foster care or residential health care facility ceases or changes operation type from which it was originally registered under

D. Standards

- a. No residential health care facility or group foster care facility shall be located on a lot one-thousand two-hundred (1,200) feet, measured by a straight line in any direction from the lot line of another residential health care facility or group foster care facility.
- b. No identification from a public street shall be permitted by signage, graphics, display, or other visual means, except for signage otherwise permitted by Chapter 109 herein.
- c. No exterior change that would alter the building's residential character shall be made to the exterior of the building(s) and the grounds.
- d. The community development department maintains authority to approve the location of any residential health care facility or group foster care

facility. An administrative record of all homes shall be maintained with the community development department.

- e. The residential health care facility or group foster care facility shall be operated and managed in compliance with the O&MP submitted with registration, a copy of which shall remain on file with the Community Development Department.
- f. The number of residents shall comply with the amount permitted under the state license and/or city business license.
- g. All administrative activities, including staff, counseling and other visitations, shall serve only the residents of the residential health care facility or group foster care facility.
- h. All residential health care facilities and group foster care facilities shall comply with all applicable codes adopted by the City of Surprise
- i. Local, state, and federal licenses and/or certifications along with proof of City inspection shall be posted in a conspicuous place.
- j. The city is authorized to make inspections of property to determine compliance with the provisions of this section as allowable by law. An inspector may expand the scope of an inspection to include other City Code violations noted during inspection.

Chapter 107 – DESIGN AND DEVELOPMENT REGULATIONS

ARTICLE 4 – PARKING AND LOADING REGULATIONS

Table No. 107-4c – Parking Standards.

Table 107-4c – Parking Standards	
Uses	Min Off-street Parking spaces
Residential	
Group Home Residential Health Care Facility	Same as Residence 2 per dwelling unit plus 0.5 per sleeping room

Citizen Participation Report

Land Development Ordinance Zoning Text Amendment (FS23-0456)

October 17, 2023

PROJECT DESCRIPTION

The City initiated Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) intended to revise the definition and use standards related to Residential Health Care Facilities and Group Foster Facilities.

ADVERTISING

The meeting was advertised in both the Daily Independent on Tuesday September 29th, 2023 and in the Surprise Independent on October 04th, 2023.

MEETING DESCRIPTION

The meeting was held at the Surprise Regional Library on Monday October 16th, 2023 at 6:00PM. There were no members of the public in attendance and no input was generated.

State of Arizona:

County of Maricopa:

Affidavit of Publication

I Charlene Bisson, Arizona President/CEO of Independent Newsmedia Inc. USA, am authorized to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Daily Independent is a newspaper which is published daily, is of general circulation and is in compliance with the Arizona Revised Statutes 10-140.34 & 39-201 A & B. I solemnly swear that the notice was published in the regular and entire section of the said newspaper and not in any supplement. The below listed advertisement appeared in the following issue (s)
09/29/23, 10/04/23

Charlene Bisson



Terri L. Rodgers

Sworn to and subscribed before me this 4th Day of October, A.D., 2023

Ad Caption: FS23-0456
Ad Number: 618344
Total Cost:\$418.00

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Judy Flanagan, Esq., #011481
Florence Immigrant and Refugee Rights Project
PO Box 32670
Phoenix, AZ 85064
(602) 341-5257
jflanagan@firrp.org

Attorney for the Minor

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

In the Matter of:
Shafiullah GHULAMI
DOB: 04/05/2007

No. JD535461
**NOTICE OF DEPENDENCY
HEARING**

Honorable Comm. Wendy Morton

TO: Ghulam SAKHI, parent or guardian of the above-named child.

1. Attorney Judy Flanagan has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rule 4.1 and 4.2 of the Arizona Rules of Civil Procedure and Rule 48 (D) of the Rules of Procedure for the Juvenile Court.

2. The Court has set a Publication hearing on December 1, 2023 at 9:00 a.m. at the Maricopa County Superior Court, Court Address, before the Honorable Commissioner Wendy Morton for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition. The hearing will be heard via videoconference: <https://tinyurl.com/jbazmc-juc10> or by calling 1-917-781-4590 and entering code 866 914 844#.

3. You and your children are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by one, one may be appointed by the Court.

4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of your parental rights or the establishment of a permanent guardianship based on the record and the evidence present to the Court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity is established.

5. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing and Temporary Orders by submitting a written request to: Judy Flanagan, Esq., PO Box 32670, Phoenix, Arizona USA 85064 or you may call 602-341-5257, or by email jflanagan@firrp.org.

6. Requests for reasonable accommodation for persons with disabilities must be made to the Court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling Judge's Court Phone Number.

7. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.

DATED this 14th day of September, 2023.

Judy Flanagan
Judy Flanagan, Esq.,
Attorney for the Minor
Shafiullah Ghulami

Publish: Daily Independent, September 22, 29, October 6, 13, 2023/617406

جناب جودی فلائگان، نمبر 011481
پروژه حقوق مهاجران و پناهندگان فلورانس
PO Box 32670
Phoenix, AZ 85064
(602)341-5257
jflanagan@firrp.org

وکیل طفل صغیر

در محکمه عالی ایالت آریزونا
در و برای کلتی ماریکوپا

در موضوع:
شفیع الله غلامی
تاریخ تولد: 2007/05/04

نمبر JD535461
اطلاعیه جلسه استماع وابستگی
قوماندان محترم. وندی مورتون

به: غلام سخی، والد یا سرپرست طفل فوق الذکر.

1. وکیل، جودی فلائگان، بر طبق عنوان 8 از قانون تحلیل شده آریزونا، مقرر 4.1 و 4.2 مقررات آیین دادرسی منی آریزونا و مقرر 48 (D) آیین دادرسی محکمه اطفال و نوجوانان، درخواست وابستگی را اقامه کرده است.

2. محکمه یک جلسه استماع انتشار را در 1 دسمبر 2023 در ساعت 09:00 صبح در محکمه عالی کانتی ماریکوپا، آدرس محکمه، در مقابل کمیشنر محترم وندی مورتون تعیین کرده است تا مشخص شود که آیا یکی از والدین یا سرپرستان نامبرده در اینجا به اتهامات مطروحه در درخواست اعتراض دارد یا خیر. این جلسه استماع از طریق ویدئو کنفرانس شنیده خواهد شد: <https://tinyurl.com/jbazmc-juc10> یا از طریق تماس با نمبر 1-917-781-4590 و وارد کردن کد 866 914 844#.

3. شما و فرزندان تان حق دارید در جلسه استماع یک وکیل داشته باشید. شما میتوانید وکیل خود را استخدام کنید یا در صورت عدم توانایی استخدام وکیل و تمایل به داشتن یک وکیل، ممکن است یک وکیل توسط محکمه تعیین شود.

4. شما حق دارید به عنوان یک طرف در این دادرسی حضور پیدا کنید. به شما توصیه میشود که

عدم حضور شخص شما در محکمه در جلسه استماع اولیه، کنفرانس پیش از محاکمه، کنفرانس وضعیت یا قضاوت وابستگی، بدون دلیل موجه، ممکن است منجر به این فرض شود که شما از حقوق قانونی خود چشم پوشی کرده‌اید و ادعاهای مطروحه در درخواست را قبول کرده‌اید. برعکس، در صورت عدم حضور بدون دلیل موجه، جلسه استماع ممکن است در غیاب شما ادامه پیدا کند و بر اساس سوابق و ادله ارایه شده به محکمه، منجر به یکی از این موارد شود: صدور حکم وابستگی، فسخ حقوق والدین یا ایجاد قیمومیت دایمی و همچنین صدور حکم پدري، حضانت، یا تغییر حضانت در یک موضوع حقوقی تلفیقی فامیل و صدور حکم برای نفقه فرزند در صورت ثبوت نسبت پدري.

5. اگر این اطلاعیه را از طریق انتشار دریافت میکنید، میتوانید با ارسال یک درخواست کتبی به آدرس ذیل یک کاپی از درخواست وابستگی، اطلاعیه جلسه استماع و احکام موقت را دریافت کنید: Judy Flanagan, Esq., PO Box 32670, Phoenix, Arizona USA 85064 یا میتوانید با نمبر 602-341-5257 یا با ایمیل jflanagan@firrp.org به تماس شوید.

6. درخواست اسکان معقول برای اشخاص دارای معلولیت باید حداقل سه روز کاری قبل از یک جلسه محکمه تعیین شده، توسط طرفین به محکمه ارسال شود و میتوان از طریق تماس با نمبر تلفیون محکمه قضای این کار را انجام داد.

7. شما حق دارید قبل از کدام جلسه استماع درخواست یا تقاضا کنید که جلسه استماع بشکل غیر علنی دایر شود.

به تاریخ 14 سپتمبر 2023.

[امضا]

جناب جودی فلائگان
وکیل طفل صغیر
شفیع الله غلامی

CERTIFICATION OF TRANSLATOR'S COMPETENCE

I, Massimo Guido, as Managing Partner of Lingua Pros, LLC, hereby certify that, to the best of my knowledge and belief, the above is a complete and accurate translation in Dari of this document and that the translation was provided by a professional translator that is competent in both English and Dari to render such translation.

Massimo Guido

ZONING TEXT AMENDMENT
NEIGHBORHOOD MEETING

Please be advised that the City of Surprise will host a Neighborhood Meeting to discuss the Zoning Text Amendment (ZTA) to the Land Development Ordinances (LDO) referenced below. Any member of the public may participate in this conversation as it pertains to this project by utilizing the meeting details below. According to Surprise Municipal Code, city staff are required to host a Neighborhood Meeting to present the proposal to the public while soliciting feedback and providing answers to questions.

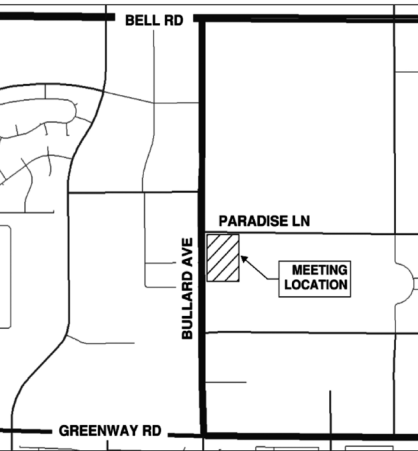
Applicant: City of Surprise

City of Surprise Planner:
Tanner Wessel, (623) 222-3137,
tanner.wessel@surpriseaz.gov

NEIGHBORHOOD
MEETING DETAILS

DATE: Monday, October 16, 2023
TIME: 6:00 PM
LOCATION: Surprise Regional Library
16089 N Bullard Avenue
Surprise, Arizona 85374

MEETING LOCATION



PROJECT DESCRIPTION:

A Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to amend standards pertaining to residential health care facilities, Case # FS23-0456.

Publish: Daily Independent,
September 29, Surprise Independent,
October 4, 2023/618344

Public Notice

Public Notice

Public Notice

DEVELOPMENT PROJECT NEIGHBORHOOD MEETING

Please be advised that RVI Planning and Landscape Architecture will host an in-person Neighborhood Meeting to discuss the project referenced below. Any member of the public may participate in the conversation as it pertains to this project. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present the proposal to the public while soliciting feedback and providing answers to questions. Please note, the City of Surprise is not the host of this meeting, however, the assigned City Planner will be available to provide information as needed in response to inquiries received from residents.

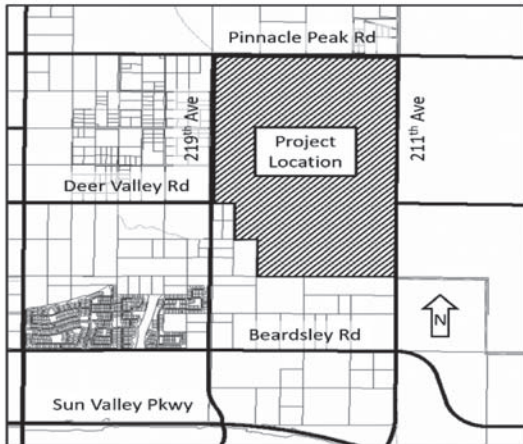
Applicant:
Mark Reddie,
RVI Planning and Landscape Architecture,
480.994.0994, mreddie@rviplanning.com

City of Surprise Planner:
Trevor Fleetham,
623.222.3156, trevor.fleetham@surpriseaz.gov

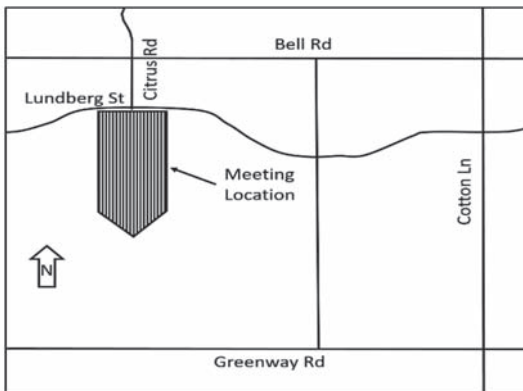
NEIGHBORHOOD MEETING DETAILS

DATE: Tuesday, October 24, 2023
TIME: 6:00 PM
LOCATION: Willow Canyon High School
17901 W Lundberg St,
Surprise, AZ 85388

PROJECT LOCATION



MEETING LOCATION



PROJECT DESCRIPTION:

A rezone of approximately 890 gross acres generally located east of 219th Avenue and south of Pinnacle Peak Road from Planned Area Development (PAD) to Traditional Neighborhood Development (TND). Case # FS23-0586.

Publish: Surprise Independent, October 4,
Daily Independent, October 6, 2023/617715

Public Notice

Public Notice

ZONING TEXT AMENDMENT NEIGHBORHOOD MEETING

Please be advised that the City of Surprise will host a Neighborhood Meeting to discuss the Zoning Text Amendment (ZTA) to the Land Development Ordinances (LDO) referenced below. Any member of the public may participate in this conversation as it pertains to this project by utilizing the meeting details below. According to Surprise Municipal Code, city staff are required to host a Neighborhood Meeting to present the proposal to the public while soliciting feedback and providing answers to questions.

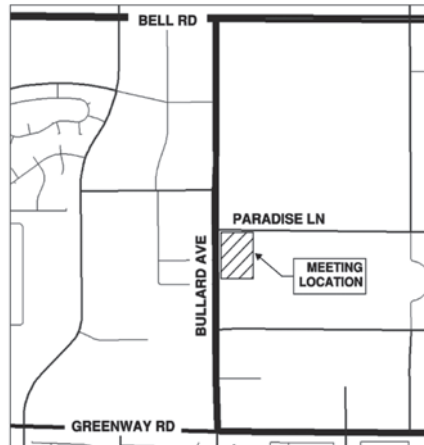
Applicant: City of Surprise

City of Surprise Planner:
Tanner Wessel, (623) 222-3137,
tanner.wessel@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

DATE: Monday, October 16, 2023
TIME: 6:00 PM
LOCATION: Surprise Regional Library
16089 N Bullard Avenue
Surprise, Arizona 85374

MEETING LOCATION



PROJECT DESCRIPTION:

A Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to amend standards pertaining to residential health care facilities, Case # FS23-0456.

Publish: Daily Independent,
September 29, Surprise Independent,
October 4, 2023/618344

Public Notice

Public Notice

Public Notice

CITY OF SURPRISE PUBLIC NOTICE

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission will hold a Public Hearing at the request of Josh Hannon with EPS for the project titled Artisan Loop 303. The request is to rezone an approximate 3.21 gross acre vacant lot from Rural Residential (RR) to High Density Residential (R-3), generally located south of the southwest corner of Bell Road and Sarival Avenue. Planning Case FS23-0409



Community Development Department may be contacted prior to the scheduled meeting for additional information. City of Surprise Planner: Chris Sexton 623-222-3134, christina.sexton@surpriseaz.gov.

Planning and Zoning Commission

Date: October 19, 2023

Time: 6:00 p.m.

Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

City Council Meeting

Date: November 21, 2023

Time: 6:00 p.m.

Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

The City of Surprise streams and broadcasts its City Council meetings. Watch live on Cox channel 11, www.surpriseaz.gov/surprisetv, or the Surprise City Gov Facebook page at www.facebook.com/cityofsurprise.

At this meeting, any member of the public may appear and be heard relative to this request or may submit written comments at any time prior to the Public Hearing. To submit email comments, including Call to the Public for non-agenda items, please email pandzcomments@surpriseaz.gov prior to the start of the meeting, which is 6 p.m. Please check the agenda for exact times. Only comments received prior to the start of the meeting will be considered and included in the record. Any interested party may obtain an agenda 24 hours prior to the Public Hearing at the Surprise City Hall. Please note that this item will be placed on the next available agenda should the meeting be canceled, or quorum be lost.

Publish: Daily Independent, October 3, Surprise Independent,
October 4, 2023/619074



FS23-0456
Land Development Ordinance
Zoning Text Amendment

City Council
November 21, 2023



BACKGROUND

- April 4th City Council adopted the *Statement on Unlawful Sober Living Homes*
- Staff initiated Zoning Text Amendment





LEGISLATIVE EDIT

Add Definitions:

- **Group Foster Care**

- **Healthcare Facility**

- Behavioral Health Facility
- Behavioral Health Specialized Transitional Facility
- Collaborating Health Care Institution
- Hospice Inpatient Facility

- Outpatient Surgical Center
- Outpatient Treatment Center
- Recovery Care Center
- Substance Abuse Transitional Facility

- **Residential Healthcare Facility**

- Adult Behavioral Health Therapeutic Home
- Adult Day Health Care Facility
- Adult Foster Care Home
- Adult Residential Care Institution
- Behavioral Health Residential Facilities
- Behavioral Health Respite Home
- Sober Living Home



LEGISLATIVE EDIT

Section 106-10.21 Group Foster Care & Residential Health Care Facilities

a. Registration

- Facilities shall be registered and licensed with the city
- Facilities shall obtain all required inspections prior to operation

b. Registration Renewal

- Registration valid for one (1) year and must be renewed annually
- Facilities shall obtain all required inspections

c. Changes

- City shall be notified if facility ceases or changes operation type

d. Standards

- Facility shall not be located with 1,200 feet from another facility
- Facility shall be operated and managed in compliance with the O&MP submitted at the time of registration

LEGISLATIVE EDIT

Table 106-1c Primary Land Use Matrix for All Zoning Districts

Table No. 106-1c - Primary Land Use Matrix for All Zoning Districts																										
"P" = Permitted; "AUP" = Administrative Use Permit; "CUP" = Council Use Permit; "(blank space)" = Prohibited																										
Zoning Districts Uses	Residential				Surprise Heritage	Traditional Neighborhood Development				Mixed Use			Commercial				Employment				Open Space/Public Uses			Use Specific Standards		
	RR	R-1	R-2	R-3	SHD-RO	SHD-CO	TND-R	TND-C	TND-MU	TND-OS	MU-1	MU-2	MU-3	CO	C-1	C-2	C-3	BP	I-1	I-2	I-3	OS-1	OS-2	PF	Specific regulations can be found in Sections listed below	
Residential																										
Assisted Living Center (more than 10 residents)			P	P	AUP	P	AUP		P			P														
Assisted Living Home (10 or less residents)	P	P	P		P		P						CUP				CUP	CUP	CUP	CUP						Sec. 106-10.9
Dormitory						CUP							CUP				CUP	CUP								
Dwelling, Live/Work									P		P	P	P													Sec. 106-4
Dwelling, Multi-family (4 or more)				P	CUP	P	P	P			P	P	P													
Dwelling, Single-family	P	P	P		P		P																			
Dwelling, Two-family (Duplex)			P	P	AUP		P										P									
Dwelling, Three-family (Triplex)			P	P	AUP		P										P									
Group Home Foster Care	P	P	P	P	P		P																			Sec. 106-10.21
Manufactured Homes	P	P	P		P		P																			Sec. 106-10.20
Multi-Member Group	P	P	P		P		P																			Sec. 106-10.20
Residential Healthcare Facility	P	P	P	P	P		P																			Sec. 106-10.21

LEGISLATIVE EDIT

Table 107-4c Parking Standards

Table 107-4c – Parking Standards	
Uses	Min Off-street Parking spaces
Residential Healthcare Facility	2 per dwelling unit plus 0.5 per sleeping room



CITIZEN PARTICIPATION

Neighborhood Outreach Meeting:

- October 16, 2023
 - Held at the Surprise Regional Library
 - No attendees
 - No input generated



RECOMMENDATION

On November 02, 2023 the Planning & Zoning Commission recommended approval



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

ORDINANCE # 2023-20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO CHAPTER 101 ARTICLE I SEC. 101-2.2, CHAPTER 106 ARTICLE I SEC. 106-10, AND TABLE 106-1C, AND CHAPTER 107 ARTICLE IV, TABLE 107-4C OF THE SURPRISE LAND DEVELOPMENT ORDINANCES TO ADD THE DEFINITION, LAND USE AND DEVELOPMENT STANDARDS FOR RESIDENTIAL HEALTH CARE FACILITIES; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

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

WHEREAS, City staff seeks to amend Chapter 101, Article I, Sec. 101-2.2, Chapter 106, Article I Sec. 106-10, and Table 106-1c, and Chapter 107, Article IV, Table 107-4c of the Surprise Land Development Ordinances regarding the definitions, land use and development standards for Residential Health Care Facilities; and

WHEREAS, on May 18, 2023, the Planning and Zoning Commission recommended approval of the proposed Text Amendment to the Land Development Ordinances for the Residential Health Care Facilities definition, land use, and development standards.

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

Section 1. Chapter 101, Article I, Sec. 101-2.2, Chapter 106, Article I Sec. 106-10, and Table 106-1c, and Chapter 107, Article IV, Table 107-4c of the Surprise Municipal Code is hereby amended as described on attached Exhibit A, and incorporated by this reference.

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____, 2023.

Attest:

Skip Hall, Mayor

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Zoning Text Amendment to the Land Development Ordinance (FS23-0456)

Edits in *red* are deletions; edits **highlighted** are additions

Chapter 101 – ADMINISTRATIVE PROVISIONS

ARTICLE 1 - IN GENERAL

Sec. 101-2.2. – Glossary of Terms

~~**Family:** A group of people living together as a single housekeeping unit, within a single dwelling unit as distinguished from a group occupying a hotel, motel, club, dormitory, fraternity, sorority, lodging house or nursing care institution.~~

Family: An individual or two (2) or more individuals related by blood, marriage or adoption, or a group of no more than four (4) unrelated individuals, living together as a single housekeeping unit. A family includes a couple in a domestic relationship and biological, adopted, and foster children of either partner. A family does not include any sorority; or group of individuals whose association is seasonal or similar in nature to a resort, motel, hotel, boarding, and lodging house.

Group Foster Care: A licensed regular or special foster home that is suitable for placement of more than five minor children but not more than ten minor children.

~~**Group Home:** A single dwelling unit shared as their primary residence by handicapped and/or elderly persons living together as a single housekeeping unit in which staff persons provide on-site care, meals, supervision, and other support services for the residents. Group homes shall not include assisted living facilities, nursing care facilities, shelter care facilities, recovery homes, correctional facilities, or homes for the developmentally disabled as regulated by the Arizona Revised Statutes.~~

Health Care Facility: means any of the following facilities.

1. **Behavioral Health Facility:** a health care institution that provides continuous treatment to an individual experiencing a behavioral health issue that causes the individual to:
 - a. Have a limited or reduced ability to meet the individual's basic physical need;
 - b. Suffer harm that significantly impairs the individual's judgement reason, behavior, or capacity to recognize reality;
 - c. Be a danger to self;
 - d. Be a danger to others;

- e. Be persistently or acutely disabled, as defined in A.R.S. § 36-501; or
 - f. Gravely disabled
2. **Behavioral Health Specialized Transitional Facility:** a health care institution that provides inpatient behavioral health services and physical health services to an individual determined to be a sexually violent person according to A.R.S. Title 36, Chapter 37
3. **Collaborating Health Care Institution:** a health care institution licensed to provide outpatient behavioral health services that has a written agreement with an adult behavioral health therapeutic home or a behavioral health respite home to:
- a. Coordinate behavioral health services provided to a resident at the adult behavioral health therapeutic home or a recipient at a behavioral health respite home, and
 - b. Work with the provider to ensure a resident at the adult behavioral health therapeutic home or a recipient at a behavioral health respite home receives behavioral health services according to the resident's treatment plan.
4. **Hospice Inpatient Facility:** a subclass of hospice that provides hospice services to a patient on a continuous basis with the expectation that the patient will remain on the hospice's premises for 24 hours or more.
5. **Hospital:** a class of health care institution that provides, through an organized medical staff, inpatient beds, medical services, continuous nursing services, and diagnosis or treatment to a patient.
6. **Outpatient Surgical Center:** a class of health care institution that has the facility, staffing, and equipment to provide surgery and anesthesia services to a patient whose recovery, in the opinions of the patient's surgeon and, if an anesthesiologist would be providing anesthesia services to the patient, the anesthesiologist, does not require inpatient care in a hospital.
7. **Outpatient Treatment Center:** a class of health care institution without inpatient beds that provides physical health services or behavioral health services for the diagnosis and treatment of patients.
8. **Recovery Care Center:** a health care institution or subdivision of a health care institution that provides medical and nursing services limited to recovery care services.

9. **Substance Abuse Transitional Facility:** a class of health care institution that provides behavioral health services to an individual over 18 years of age who is intoxicated or may have a substance abuse problem.

Residential Health Care Facility: means any of the following facilities or any other residential health care facility as defined by the Arizona Revised State Statutes.

1. **Adult Behavioral Health Therapeutic Home:** a residence for individuals who are at least eighteen years of age, have behavioral health issues and need behavioral health services that does all of the following for those individuals:
 - a. Provides room and board
 - b. Assists in acquiring daily living skills
 - c. Coordinates transportation to scheduled appointments
 - d. Monitors behaviors
 - e. Assists in the self-administration of medication
 - f. Provides feedback to case managers related to behavior
2. **Adult Day Health Care Facility:** a facility that provides adult day health services during a portion of a continuous twenty-four-hour period for compensation on a regular basis for five or more adults who are not related to the proprietor.
3. **Adult Foster Care Home:** a residential setting that provides room and board and adult foster care services for at least one and not more than four adults who are participants in the Arizona long-term care system pursuant to chapter 29, article 2 of this title or contracts for services with the United States department of veterans affairs and in which the sponsor or the manager resides with the residents and integrates the residents who are receiving adult foster care into that person's family.
4. **Adult Residential Care Institution:** a subclass of behavioral health residential facility that only admits residents 18 years of age and older and provides recidivism reduction services.
5. **Behavioral Health Residential Facilities:** As defined by ARS §36-401
 - a. Limits the individual's ability to be independent, or
 - b. Causes the individual to require treatment to maintain or enhance independence.

6. **Behavioral Health Respite Home:** a residence where respite care services, which may include assistance in the self-administration of medication, are provided to an individual based on the individual's behavioral health issue and need for behavioral health services.

7. **Sober Living Home:** As defined by ARS §36-2061

Chapter 106 – ZONING AND USE STANDARDS

ARTICLE 1 - IN GENERAL

Table No. 106-1c – Primary Land Use Matrix for All Zoning Districts.

Table No. 106-1c - Primary Land Use Matrix for All Zoning Districts																									
"P" = Permitted; "AUP" = Administrative Use Permit; "CUP" = Council Use Permit; "(blank space)" = Prohibited																									
	Residential				Surprise Heritage		Traditional Neighborhood Development				Mixed Use			Commercial				Employment				Open Space/Public Uses			Use Specific Standards
Zoning Districts Uses	RR	R-1	R-2	R-3	SHD-RO	SHD-CO	TND-R	TND-C	TND-MU	TND-OS	MU-1	MU-2	MU-3	CO	C-1	C-2	C-3	BP	I-1	I-2	I-3	OS-1	OS-2	PF	Specific regulations can be found in Sections listed below
Residential																									
Assisted Living Center (more than 10 residents)			P	P	AUP	P	AUP		P		P														
Assisted Living Home (10 or less residents)	P	P	P		P		P					CUP					CUP	CUP	CUP	CUP					Sec. 106-10.9
Dormitory						CUP							CUP				CUP	CUP	CUP	CUP					
Dwelling, Live/Work									P		P	P	P												Sec. 106-4
Dwelling, Multi-family (4 or more)				P	CUP	P	P		P		P	P	P												
Dwelling, Single-family	P	P	P		P		P																		
Dwelling, Two-family (Duplex)			P	P	AUP		P						P												
Dwelling, Three-family (triplex)			P	P	AUP		P						P												
Group Home Foster Care	P	P	P	P	P		P																		Sec. 106-10.21
Manufactured Homes	P																								Sec. 106-10.26
Model Home Complex	P	P	P				P						P												Sec. 106-10.29
Residential Healthcare Facility	P	P	P	P	P		P																		Sec. 106-10.21

ARTICLE 10 – USE SPECIFIC STANDARDS

Sec. 106-10.21 – Group ~~Home~~ Foster Care & Residential Health Care Facilities.

- ~~A. No group home or recovery residence shall be located on a lot within 1,320 feet, measured by a straight line in any direction, from the lot line of another group home or recovery residence.~~
- ~~B. Evidence of license, certification, or registration with the appropriate local, state or federal agency, if required by such local, state or federal agency.~~
- ~~C. No identification from a public street shall be permitted by signage, graphics, display, or other visual means, except for signage otherwise permitted by Chapter 109 herein.~~
- ~~D. Compliance with all applicable building, fire and safety regulations. Such homes must be reviewed and approved by the community development department for building code and land use compliance prior to the use commencing.~~
- ~~E. No exterior change that would alter the building's residential character shall be made to the exterior of the building(s) and the grounds.~~

~~F. The Community Development Department maintains authority to approve the location of any group home or recovery residence. An administrative record of all homes shall be maintained with the community development department.~~

A. Registration

- a. Prior to beginning operations, the owner or operator of a group foster care or residential health care facility shall be registered and licensed with the City
- b. The operator of the group foster care or residential health care facility shall obtain all required inspections prior to the operation of a group foster care or residential health care facility

B. Registration renewal

- a. Registration of a group foster care or residential health care facility shall be valid for one (1) year and must be renewed annually on or before the expiration date of the registration.
- b. To renew a registration, the operator of the group foster care or residential health care facility shall submit to the City an application for renewal and evidence of a current state license, or certification
- c. The operator of the group foster care or residential health care facility shall obtain all required inspections

C. Changes

- a. The City shall be notified in the event a group foster care or residential health care facility ceases or changes operation type from which it was originally registered under

D. Standards

- a. No residential health care facility or group foster care facility shall be located on a lot one-thousand two-hundred (1,200) feet, measured by a straight line in any direction from the lot line of another residential health care facility or group foster care facility.
- b. No identification from a public street shall be permitted by signage, graphics, display, or other visual means, except for signage otherwise permitted by Chapter 109 herein.
- c. No exterior change that would alter the building's residential character shall be made to the exterior of the building(s) and the grounds.
- d. The community development department maintains authority to approve the location of any residential health care facility or group foster care

facility. An administrative record of all homes shall be maintained with the community development department.

- e. The residential health care facility or group foster care facility shall be operated and managed in compliance with the O&MP submitted with registration, a copy of which shall remain on file with the Community Development Department.
- f. The number of residents shall comply with the amount permitted under the state license and/or city business license.
- g. All administrative activities, including staff, counseling and other visitations, shall serve only the residents of the residential health care facility or group foster care facility.
- h. All residential health care facilities and group foster care facilities shall comply with all applicable codes adopted by the City of Surprise
- i. Local, state, and federal licenses and/or certifications along with proof of City inspection shall be posted in a conspicuous place.
- j. The city is authorized to make inspections of property to determine compliance with the provisions of this section as allowable by law. An inspector may expand the scope of an inspection to include other City Code violations noted during inspection.

Chapter 107 – DESIGN AND DEVELOPMENT REGULATIONS

ARTICLE 4 – PARKING AND LOADING REGULATIONS

Table No. 107-4c – Parking Standards.

Table 107-4c – Parking Standards	
Uses	Min Off-street Parking spaces
Residential	
Group Home Residential Health Care Facility	Same as Residence 2 per dwelling unit plus 0.5 per sleeping room



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 1
Staff Recommendations:

Consent: No	Regular: No	Public Hearing: Yes	Report/Discussion: No
-------------	-------------	---------------------	-----------------------

Agenda Wording:

Consideration and action pertaining to the rezone of approximately 69.32 acres, generally located south of Deer Valley Road along both the west and east sides of 185th Avenue, from Light Industrial (I-1), General Industrial (I-2), Neighborhood Commercial (C-1), and Regional Commercial (C-3) to General Industrial (I-2); Ordinance #2023-30.

Motion:

I move to approve Ordinance #2023-30.

Background:

Kurt Jones of Tiffany & Bosco, P.A. requests rezone of approximately 69.32 acres from Light Industrial (I-1), General Industrial (I-2), Neighborhood Commercial (C-1), and Regional Commercial (C-3) to entirely General Industrial (I-2). The site is located south of Deer Valley Road along both the west and east sides of 185th Avenue.

Objective Analysis:

The subject rezone is consistent with the Surprise Municipal Code and advances the goals and policies of the General Plan.

Policy Compliant:

The subject rezone is consistent with the Surprise Municipal Code and advances the goals and policies of the General Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS23-0406 185th Avenue and Deer Valley Rd Rezone - Staff Report
 2. 01-FS23-0406 185th Avenue and Deer Valley Rd Rezone - Vicinity Map
 3. 02-FS23-0406 185th Avenue and Deer Valley Rd Rezone - Existing Zoning Map
 4. 03-FS23-0406 185th Avenue and Deer Valley Rd Rezone - Proposed Zoning Map
 5. 04-FS23-0406 185th Avenue and Deer Valley Rd Rezone - Rezone Narrative
 6. 05-FS23-0406 185th Avenue and Deer Valley Rd Rezone - Citizen Participation Report Redacted
 7. 06-FS23-0406 185th Avenue and Deer Valley Rd Rezone - Site Posting Affidavit
 8. 07-FS23-0406 185th Avenue and Deer Valley Rd Rezone - Ordinance
 9. FS23-0406 185th Avenue and Deer Valley Rd Rezone - PowerPoint
-

ZONE CHANGE

REPORT TO THE CITY COUNCIL

Case: FS23-0406

Project Name: 185th Avenue and Deer Valley Road Rezone

Council District: 1 – Acacia

Meeting Date: November 21, 2023

Planner: Tanner Wessel, Planner II

Owner: Deer Valley & 185th Avenue II, LLC and Surprise 40, LLC

Applicant: Kurt Jones of Tiffany & Bosco P.A.

Request: Zone Change from Neighborhood Commercial (C-1), Regional Commercial (C-3), Light Industrial (I-1), and General Industrial (I-2) to General Industrial (I-2)

Site Location: Generally located south of Deer Valley Road along both the west and east side of 185th Avenue

Site Size: 69.32 gross acres (approx.)

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

Support/Opposition: Refer to the attached Citizen Participation Report.

Commission Recommendation: Based on the findings contained in this report, the Commission recommends **approval of** the proposed Zone Change, subject to stipulations 'a' through 'd'.

Project Description:

Kurt Jones of Tiffany & Bosco, P.A., on behalf of Deer Valley & 185th Avenue II, LLC and Surprise 40, LLC requests a Zone Change of approximately 69.32 gross acres from Light Industrial (I-1), General Industrial (I-2), Neighborhood Commercial (C-1), and Regional Commercial (C-3) to entirely General Industrial (I-2). The project site is generally located south of Deer Valley Road along both the west and east side of 185th Avenue.

Background:

June 08, 1989: Mayor and Council approved an Annexation for the subject property into the City of Surprise under Ordinance 89-05.

March 23, 2023: Staff met with the applicant to discuss the proposed rezone during a Concept Review meeting held under CR23-0199.

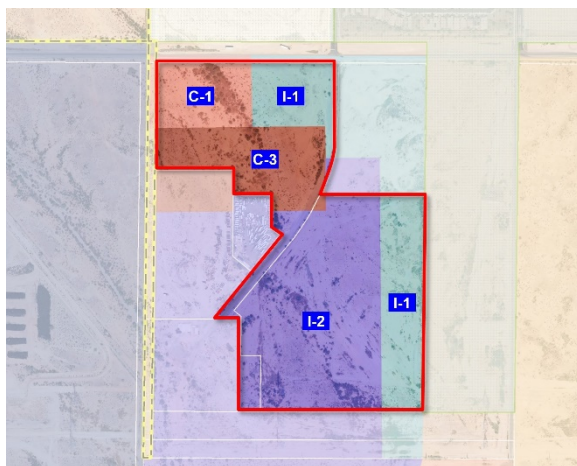
May 16, 2023: The applicant filed a request for a Rezone under Case FS23-0406, the subject case.

August 24, 2023: The applicant held an in-person citizen outreach meeting at the Asante Preparatory Academy Cafeteria. A Summary of this meeting is included in the Citizen Participation Report attached to the staff report.

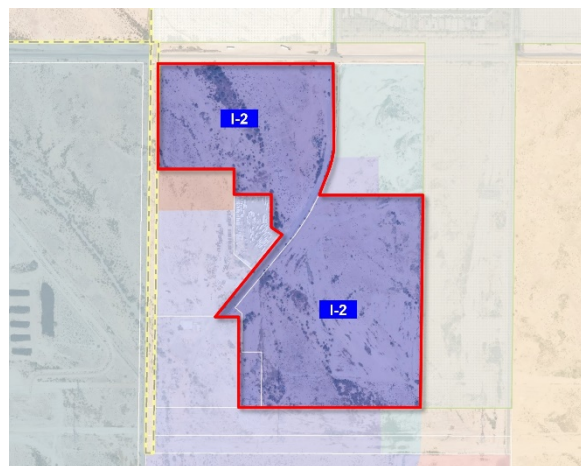
October 19, 2023: The Planning and Zoning Commission recommended approval to the Mayor and City Council of the subject case rezone, FS23-0406.

Analysis and Discussion:

Zoning of the project site is currently split between Neighborhood Commercial (C-1), Regional Commercial (C-3), Light Industrial (I-1), and General Industrial (I-2). The applicant is requesting a rezone of the full project site to General Industrial (I-2) to align the zoning of the property to the current parcel boundaries for the development of the property in the future. The exhibits below are the current and proposed zoning of the site.



Existing Zoning



Proposed Zoning

Development of the site will be consistent with the I-2 development standards of the City of Surprise Land Development Ordinance (LDO), shown in the table below.

Table 106-7a—Employment Zoning Districts

	BP	I-1	I-2	I-3
Minimum lot area	20 acres ⁶	20,000 sf	5 acres	40 acres
Min. setback to arterial ROW	35	35	35	50
Min. setback to collector and local ROW (ft)	25	35	35	50
Min. setback adjacent to residential zoning (ft)	75 ¹	50 ²	75 ¹	150 ³
Min. setback adjacent to non-residential zoning (ft) ⁴	15	15	25	50
Max. bldg. height (ft) ⁵	45	40	85	40

Notes:

1. May be reduced to 15 feet when the development provides a 45 feet or greater landscape *buffer* "tract" with a public *access* easement to allow paths or trails that may connect to the city open trails system.
2. May be reduced to 15 feet when the development provides a 30 feet or greater landscape *buffer* "tract" with a public *access* easement to allow paths or trails that may connect to the city open trails system.
3. May be reduced to 75 feet when the development provides a 50 feet or greater landscape *buffer* "tract" with a public *access* easement to allow paths or trails that may connect to the city open trails system.
4. *Setback* may be increased if *abutting* a *parcel* with OS-1 or OS-2 *zoning* that separates residential *zoning* by less than 60 feet.
5. *Buildings*, or portions thereof, shall be *setback* an additional one foot for every one foot above 30 feet in *height* when *adjacent* to residential *zoning* districts.
6. Minimum *lot area* may be reduced to one acre for *pad sites* within a *commerce center*.

At the request of the City's Transportation Department, the applicant submitted a Traffic Impact Analysis (TIA) with the rezone application. The TIA was reviewed and approved by Transportation staff.

Utility and Services Table:

Electric:	APS
Water:	City of Surprise
Sewer:	City of Surprise
School District	Dysart USD

Conformance with Adopted Plans:

The Surprise General Plan 2035 shows the subject property as lying within the Employment Character Area, which supports industrial/employment type uses as would be permitted under the requested zone change.

The proposed rezone is also in compliance with the General Plan in that it contributes to a balanced jobs/housing ratio resulting in a more balanced community.

Reviewing Agencies:

The request was routed to internal and external agencies including the Maricopa Water District and Luke Air Force Base. All agencies indicated no objections to the request.

Citizen Outreach:

The applicant held an outreach meetings August 24, 2023 at the Asante Preparatory Academy Cafeteria. This meeting complied with the advertisement requirements of the LDO. At the time of this report, both the applicant and city staff have received no opposition to this request. A detailed summary of the outreach meeting can be found in the attached Citizen Participation Report.

November 21, 2023, City Council
Case: FS22-0406 185th Avenue and Deer Valley Road Rezone

100
101 **Summary:**
102

103 Staff concludes the proposed Zone Change is consistent with the Surprise General Plan
104 2035 and all applicable zoning codes.
105

106 **Findings:**
107

- 108 • The proposed Zone Change is consistent with the Surprise General Plan 2035.
109 • The proposed Zone Change will advance the goals and policies of the General Plan.
110
111

112 **Commission Recommendation:**
113

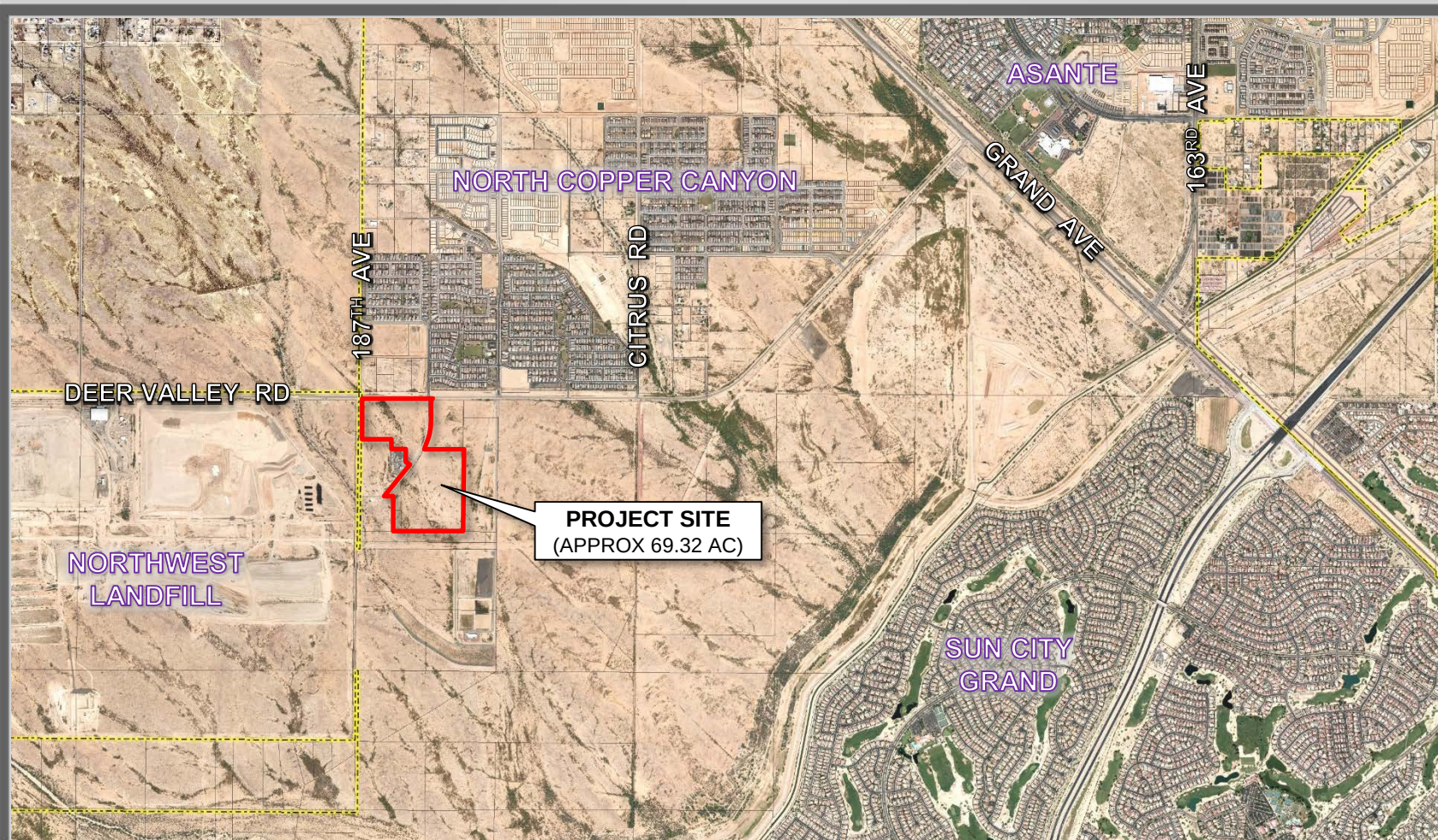
114 Based on the findings noted above, the Planning & Zoning Commission recommended
115 approval of case FS23-0406 to the City Council subject to stipulations 'a' through 'd' as
116 follows:
117

- 118 a. Development and use of the site shall be consistent with the narrative entitled "185th
119 Avenue & Deer Valley Road" dated August 29, 2023.
120
121 b. This development is required to provide proof of payment for both the SPA 3 Water
122 Reclamation Facility sewer capacity buy-in fee as described in the Austin Ranch Turnover
123 and Shortfall Agreement (MCR# 20201043900) and the water distribution line buy-in fee
124 as described in the Willow Trails Water Agreement (MCR #20230166080). Proof of
125 payment must be submitted with the Final Plat.
126
127 c. Future development shall be required to provide a 35-foot landscape buffer in accordance
128 with Table 106-7a and Section 106-1.2 of the city's Land Development Ordinance along
129 the front property line adjacent to Deer Valley Road.
130
131 d. Non-compliance with the stipulations of approval of this case will be treated as a violation
132 in accordance with the applicable provisions of the Surprise Municipal Code.
133

134 However, should the City Council wish to recommend **denial** of the request, the Council
135 should make its own findings and base its decision on those alternative findings.
136

137 **Attachments:**

138 01 Vicinity Map
139 02 Existing Zoning Map
140 03 Proposed Zoning Map
141 04 Zoning Document
142 05 Citizen Outreach Report – REDACTED
143 06 Affidavit of Site Posting
144 PPT



MARICOPA
COUNTY

187TH AVE

PAD – AUSTIN RANCH II
(COMMERCIAL)

185TH AVE

PAD – AUSTIN RANCH
(RESIDENTIAL)

DEER VALLEY RD

C-1

I-1

C-3

PAD – AUSTIN RANCH
(INDUSTRIAL)

I-3

RR

I-2

FS23-0406 EXISTING ZONING MAP

MARICOPA
COUNTY

PAD – AUSTIN RANCH II
(COMMERCIAL)

PAD – AUSTIN RANCH
(RESIDENTIAL)

DEER VALLEY RD

I-2

I-1

C-3

PAD – AUSTIN RANCH
(INDUSTRIAL)

I-3

RR

I-2

I-2

187TH AVE

185TH AVE

FS23-0406 PROPOSED ZONING MAP

185th Avenue & Deer Valley Road

Rezone from Neighborhood Commercial (C-1), Regional Commercial (C-3), and Light Industrial (I-1) to General Industrial (I-2)

City of Surprise

Application Case #: FS23-0406

Submittal: May 15th 2023

Resubmittal: August 29, 2023

Applicant/Representative:



**TIFFANY
& BOSCO**
P.A.

Kurt A. Jones

2525 E. Camelback Road, Floor Seven

Phoenix, AZ 85016

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Table of Exhibits

Exhibit A – Regional Context Aerial
Exhibit B – Context Aerial
Exhibit C – Current Zoning Map
Exhibit D – City of Surprise General Plan 2035 Map
Exhibit E – City of Surprise Long Range Major Street Plan

I. PROJECT PROFILE

Project Name	185 th Avenue & Deer Valley Road
Property Owners	Surprise 40 LLC; Deer Valley & 185 th Avenue II LLC
Assessor Parcel Numbers	504-75-002J; 504-75-004M
Project Location	South of Deer Valley on 185 th Avenue
Project Area	69.32 Acres
Current Zoning	Neighborhood Commercial (C-1), Regional Commercial (C-3), Light Industrial (I-1), and General Industrial (I-2)
General Plan	Employment
Development Team	<u>Owner</u> Luke Land Realty 320 W. Lone Cactus Drive, Suite 12 Phoenix, AZ 85027 <u>Applicant</u> Tiffany & Bosco, P.A. Kurt A. Jones Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 kajones@tblaw.com <u>Engineering</u> Bowman Consulting 1600 N. Desert Drive, Suite 210 Tempe, AZ 85281 <u>Traffic Engineer</u> YSMA 430 W. Warner Road, Suite 111 Tempe, AZ 85284

II. INTRODUCTION

This application request is to rezone approximately 69.32 acres of real property generally located south of Deer Valley Road at 185th Avenue (the "Property"). See **Exhibit A: Regional Context Aerial**. The Property is also known as Maricopa County APNs 503-75-002J and 503-75-004M. See **Exhibit B: Context Aerial**. This request is to rezone the Property to General Industrial (I-2), only. The Property is currently obscurely zoned as a patchwork of C-1, C-3, I-1 and I-2. See **Exhibit C: Current Zoning Map**. This request is to simply and clarify the zoning of the Property by rezoning the Property to I-2. Specifically, this request includes a rezone of Maricopa County APN 503-75-002J from Light Industrial (I-1) and General Industrial (I-2) to I-2, and Maricopa County APN 503-75-004M from Neighborhood Commercial (C-1), Regional Commercial (C-3), I-1, and I-2 to I-2, only.

The Property is located within the Employment character area of the City of Surprise (the "City") General Plan 2035 which recommends uses within the I-2 zoning category. The current obscure zoning also includes industrial uses. If approved, this request would provide a consistent and logical avenue for development of the Property.

III. PROPERTY DESCRIPTION

Current Site Description

The Property is comprised of two obscurely configured parcels, and the 185th Avenue alignment still currently falls within 503-75-002J. A road traverses the 185th Avenue alignment from Deer Valley Road to APN 503-75-004G consistent with a 60' private access easement recorded at Maricopa County Fee #89-556270. Otherwise, the parcels remain essentially untouched vacant land. However, APS power lines do traverse the southern boundary lines of both parcels.

The Property and surrounding area is designated as Employment in the City of Surprise General Plan 2035. See **Exhibit D: City of Surprise General Plan 2035 Map**.

Vicinity Information

The Property is generally surrounded by vacant property with single family homes to the northeast of Deer Valley Road. The following is the surrounding land use context:

- North
 - North of Deer Valley Road is approximately 18 acres of property designated for commercial use within the Austin Ranch II Planned Area Development ("Austin Ranch II PAD") (now known as North Copper Canyon).
- East:

- 503-75-002B: Currently unused and vacant land was recently rezoned as to allow a RV storage via rezoning case FS22-1229.
- 503-75-909; -910: Currently unused and vacant land within the Austin Ranch Planned Area Development designated for industrial uses.
- West
 - 503-78-013; -12: This is approximately 920 acres used as a landfill south of Deer Valley Road.
- South:
 - 503-75-003F; -003H: Owned by APS and is utilized for power lines.

Topography

There are no significant topographical or natural features of the Property. The Property is unused and undeveloped land.

Current Circulation

Deer Valley Road runs east and west along the northern boundary of 503-75-004M, and the 185th Avenue alignment will eventually split the parcel upon dedication. See **Exhibit E – City of Surprise Long Range Major Street Plan**. APN 503-75-002J does not have any dedicated right of way frontage. However, 185th Avenue will eventually provide access upon improvement and dedication.

IV. DESCRIPTION OF THE REQUEST

The proposed rezone to I-2 will allow for the development of various employment type uses that fit the character of the surrounding area and conform to the City of Surprise General Plan 2035.

The property is located immediately adjacent to (1) a 920-acre landfill to the west, (2) land designated for industrial uses in the Austin Ranch PAD to the east, and (3) APS power lines to the south (property is zoned industrial). Across Deer Valley Road to the north is approximately 18.5 acres designated for commercial uses in the Austin Ranch PAD. The nearest residential use is approximately 350 feet to the northeast, which is north of Deer Valley Road and west of 185th Avenue buffered by dedicated right of way, drainage areas and landscaping.

The proposed I-2 zoning district melds seamlessly with the character of the immediate surrounding area as additional industrial zoning buffer on the west, east and south. Furthermore, the Property is not located adjacent to residential uses.

The current zoning is also disoriented and inefficiently crosses parcel lines in a number of areas. Consistent industrial uses on the Property provides the added benefit of

coordinated and easily manageable zoning and development standards that can be implemented to create a more cohesive employment area.

If rezoned to I-2, the Property will comply with Table 106-7a-Employment Zoning Districts highlighted below:

	BP	I-1	I-2	I-3
Minimum lot area	20 acres ⁶	20,000 sf	5 acres	40 acres
Min. setback to arterial ROW	35	35	35	50
Min. setback to collector and local ROW (ft)	25	35	35	50
Min. setback adjacent to residential zoning (ft)	75 ¹	50 ²	75 ¹	150 ³
Min. setback adjacent to non-residential zoning (ft) ⁴	15	15	25	50
Max. bldg. height (ft) ⁵	45	40	85	40

Notes:

1. May be reduced to 15 feet when the development provides a 45 feet or greater landscape *buffer* "tract" with a public access easement to allow paths or trails that may connect to the city open trails system.
2. May be reduced to 15 feet when the development provides a 30 feet or greater landscape *buffer* "tract" with a public access easement to allow paths or trails that may connect to the city open trails system.
3. May be reduced to 75 feet when the development provides a 50 feet or greater landscape *buffer* "tract" with a public access easement to allow paths or trails that may connect to the city open trails system.
4. *Setback* may be increased if *abutting* a *parcel* with OS-1 or OS-2 *zoning* that separates residential *zoning* by less than 60 feet.
5. *Buildings*, or portions thereof, shall be *setback* an additional one foot for every one foot above 30 feet in *height* when *adjacent* to residential *zoning districts*.
6. Minimum *lot area* may be reduced to one acre for *pad sites* within a *commerce center*.

V. Utilities / Access

Water – The water provider for the Property is the City of Surprise. Applicant provided a Water Analysis with this application. The water will be supplied through the City's Desert Oasis Water Supply Facility in SPA 2.

Wastewater - The wastewater provider for the Property is the City of Surprise. Applicant provided a Wastewater Analysis with this application. Applicant must secure treatment capacity from the SPA 3 Water Reclamation Facility.

Access – 185th Avenue will provide primary access to the Property upon improvement and dedication to the City. Applicant submitted a Traffic Memorandum with this application.

VI. CONFORMANCE WITH CITY OF SURPRISE GENERAL PLAN 2035

The proposed amendment and development will further the goals and policies of the City of Surprise General Plan 2035. Additionally, the Property is located within the Employment character area of the City of Surprise General Plan 2035 which allows for and encourages I-2 zoning.

Land Use Goal 2: Balance residential development with a diversity of high quality jobs.

The proposed rezone will provide for almost 70 acres of employment-centric development. The location is ideal for these types of uses as the extensive landfill is located adjacent to the Property to the west. A variety of industrial users could ultimately develop the site and provide a variety of different uses.

Economic Vitality Element Goal 2: Make Surprise a center for business and commerce in southwest United States.

The City of Surprise General Plan 2035 identifies many uses that the Employment character area encompasses. Among them are Industrial types which is defined as "... those locations that are suitable for light and heavy industrial related uses such as manufacturing, processing, warehouse, distribution and other types of industrial related facilities." Typical uses include scientific/research laboratories, wholesale activities including warehousing and distribution, manufacturing and processing, industrial flex space, and commercial trade schools.

The proposed rezone would allow for an array of commerce in Surprise. Additionally, the proposed location of the General Industrial (I-2) uses is suitable for these types of uses.

VII. CONCLUSION

The proposed rezone to I-2 provides the framework for employment uses suitable for this area. The request is in conformance with the City of Surprise General Plan 2035 and furthers the goals of the City, and the surrounding uses will not be disturbed by an approval of this request. Applicant and Property Owner look forward to working with the City on this request.

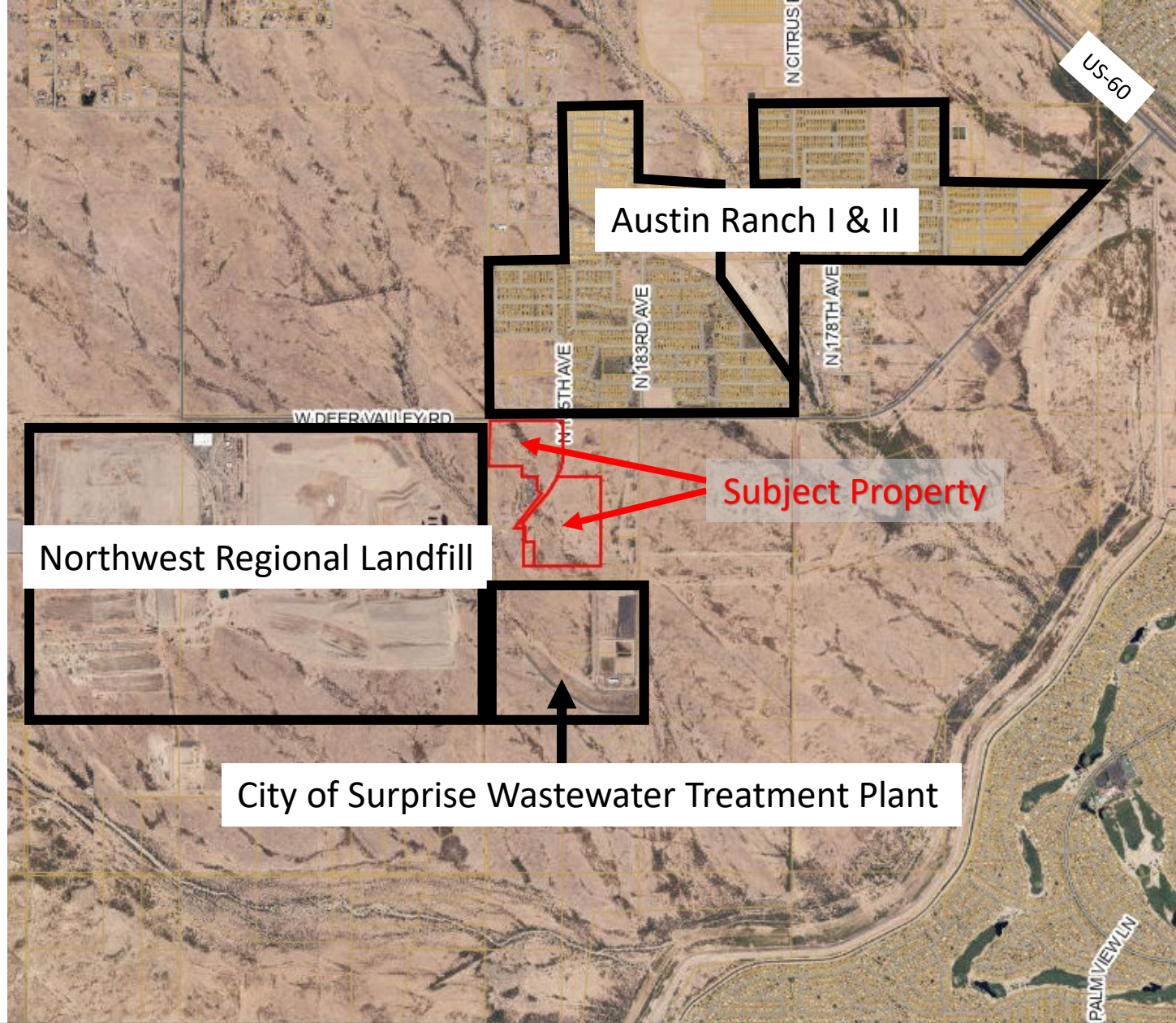


Exhibit A – Regional Context Aerial
185th Avenue & Deer Valley Road

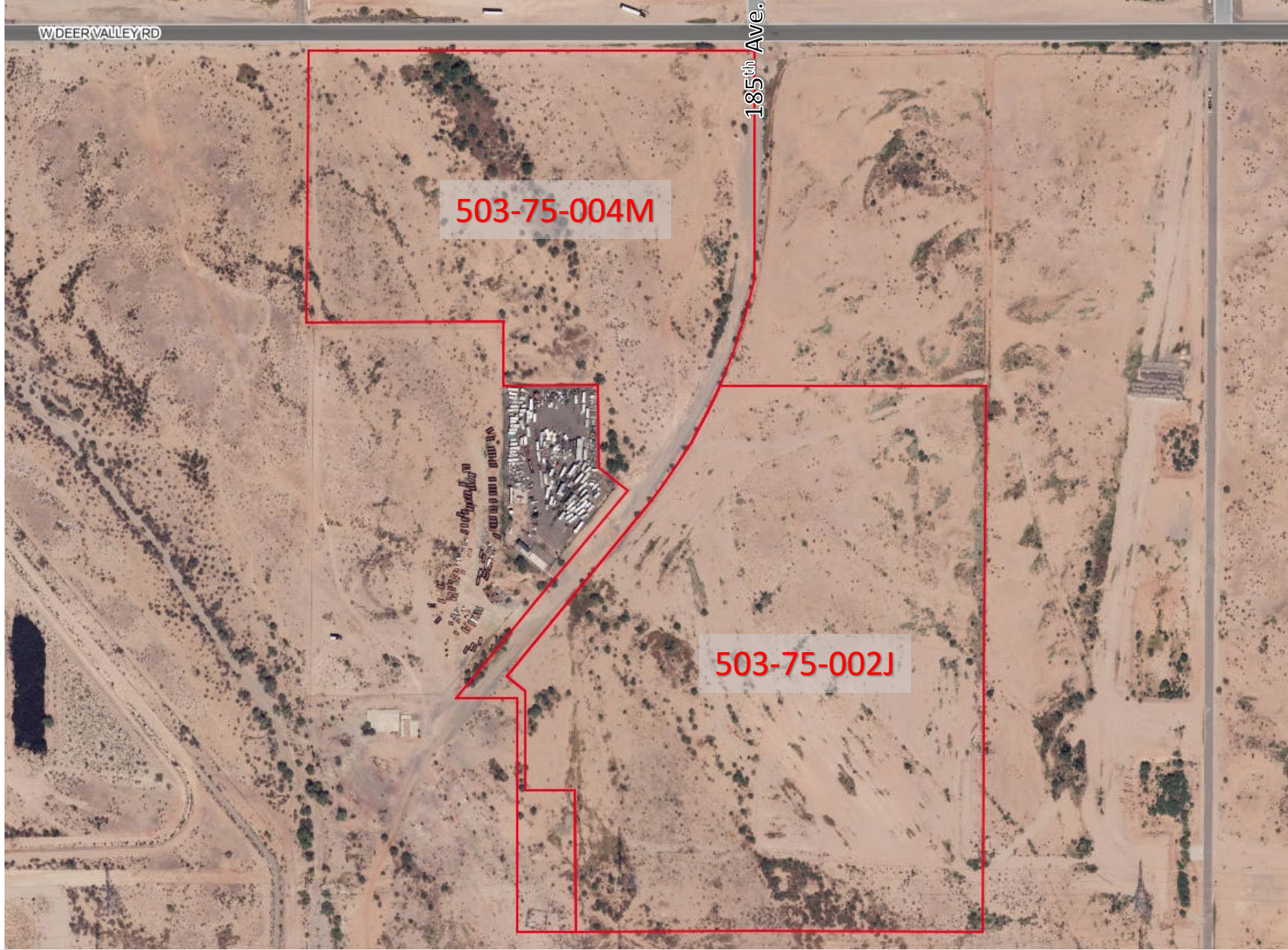


Exhibit B – Context Aerial
185th Avenue & Deer Valley Road



Zoning Districts

	BP		PAD		SHD-RO
	C-1		PUD		PUD OVERLAY
	C-2		RR		COUNTY
	C-3		R-1		LUKE AFB 1992
	I-1		R-2		AUX 1 F-16
	I-2		R-3		SECTION LINES
	I-3		SHD-C-2		SURPRISE CORPORATE LIMITS
	MU-1		SHD-C-3		SURPRISE PLANNING AREA
	OS-2		SHD-CO		
	PF		SHD-R-1		



0 0.5 1 2 Miles



Exhibit C – Current Zoning Map
185th Avenue & Deer Valley Road

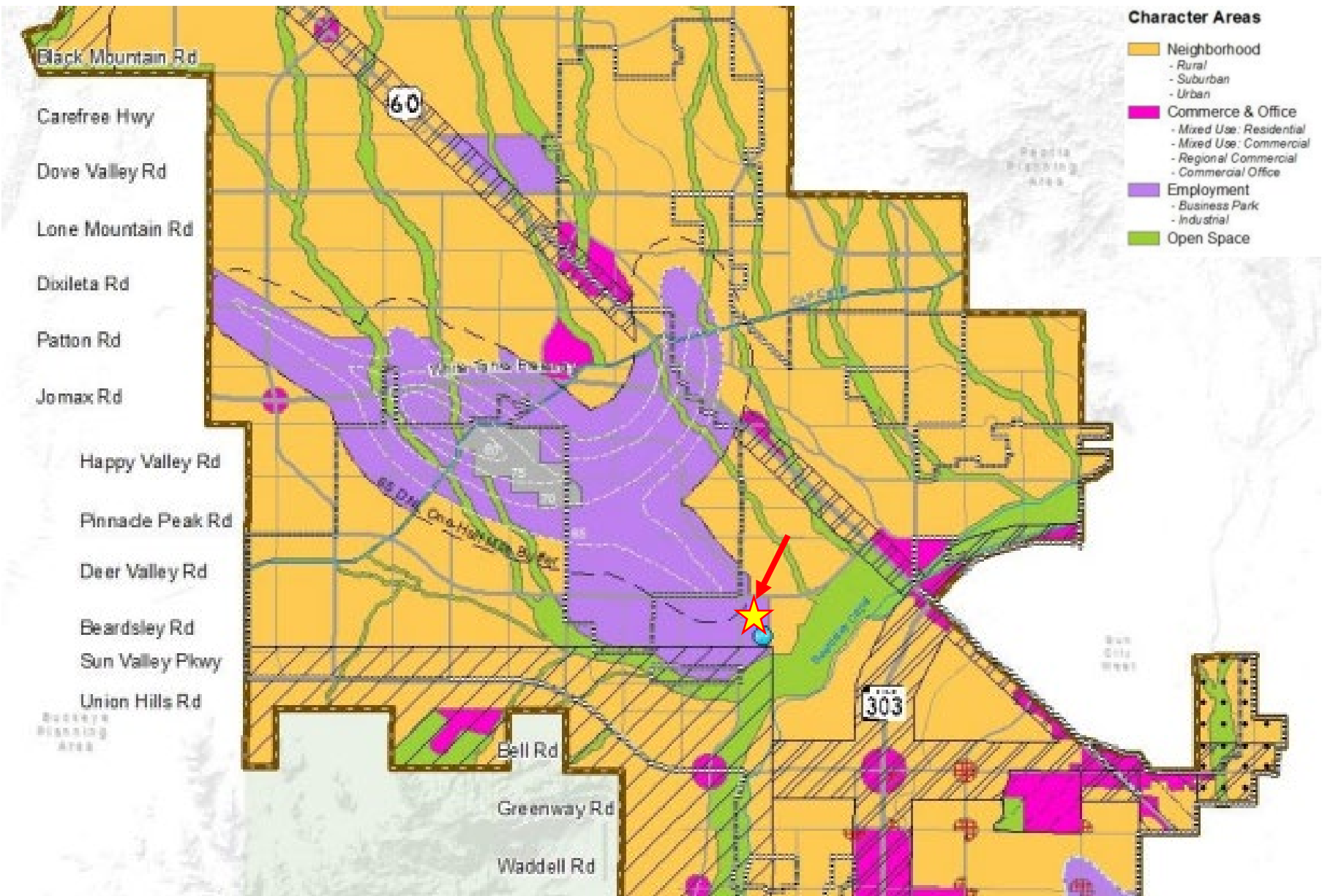


Exhibit D – General Plan Map
185th Avenue & Deer Valley Road

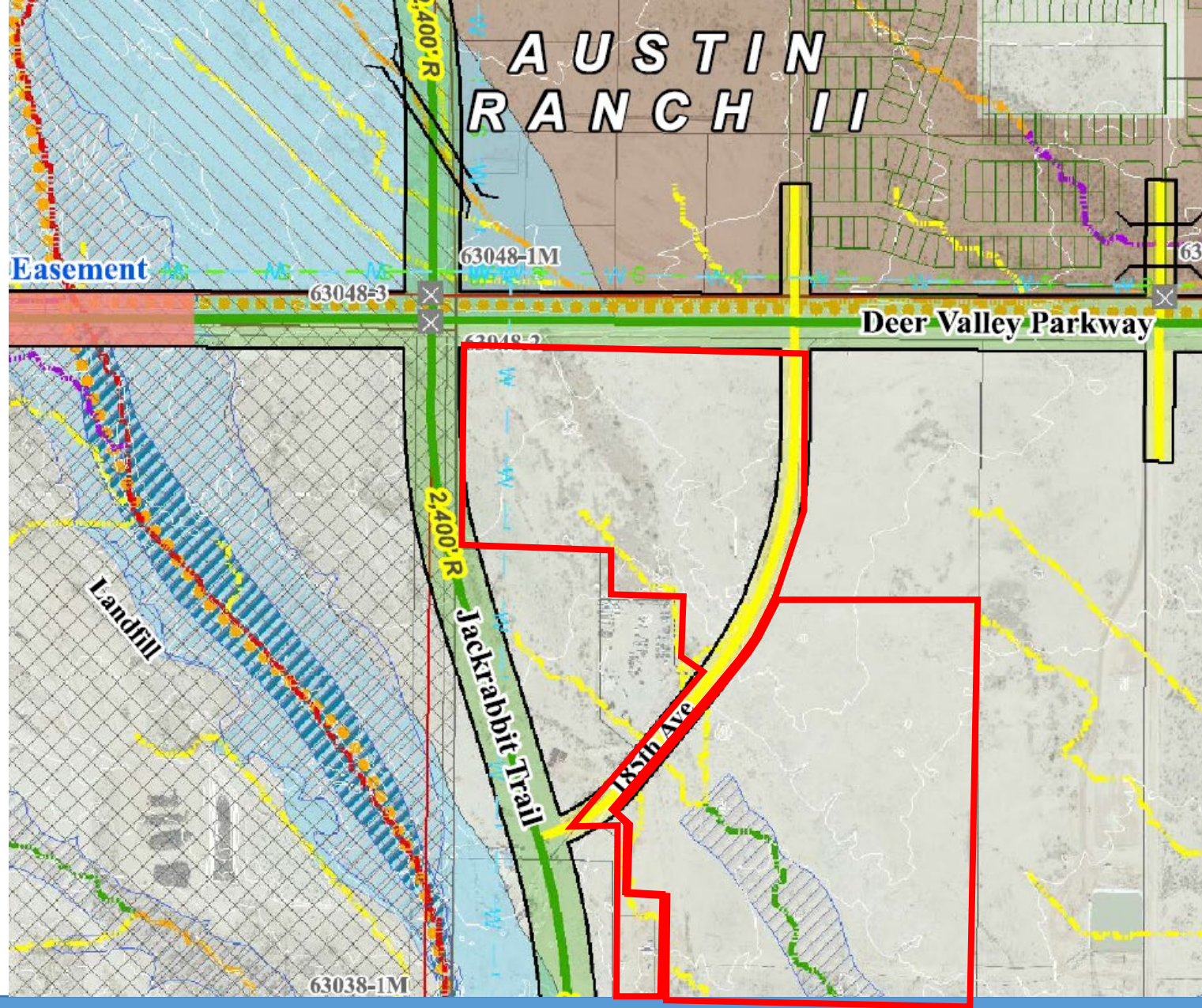


Exhibit E – City of Surprise Long Range Major Streets Plan
185th Avenue & Deer Valley Road



185th Avenue & Deer Valley Road

Rezone FS23-0406

Citizen Participation Plan

August 29, 2023

Background

The City of Surprise (City) requires a citizen participation process and report for applications such as this PAD amendment. The purpose of the citizen review process is to:

Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community;

Ensure that the citizens and property owners of the city have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and

Facilitate ongoing communication between the applicant, interested citizens and property owners, city staff, and elected officials throughout the application review process.

The citizen review process is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision-making.

Citizen Participation Plan & Report

The proposed rezoning request is located at the SWC of Deer Valley Road and 185th Avenue, Surprise, Arizona. Applicant is requesting a zone change for 69.32 gross acres from Neighborhood Commercial (C-1), Regional Commercial (C-3), and Light Industrial (I-1) to General Industrial (I-2).

We met the City's notification requirements, which are:

- Notice of the citizen review meeting shall be provided by the planning and zoning division in the form of a public notice to the following, when applicable:
 - The notice shall be published at least once in a newspaper of general circulation published or circulated in the municipality at least 15 days



- prior to the meeting date. **City initiated.**
- For applications involving rezoning of land which abuts other municipalities or unincorporated areas of the county or a combination thereof, copies of the notice shall be transmitted to the planning agency of such governmental unit butting such land. **City initiated.**
 - For applications involving rezoning, subdividing, planned unit developments, site plans with uses permitted on a conditional basis, and legislative matters, all real property owners within a 200-foot or 300-foot radius, the city shall send copies of the notice by first class mail, no less than seven days prior to the hearing. We noticed at 300 feet. **City initiated.**
 - Any village committee or special community group which is located in the area of the proposed public hearing request or has considerable interest in the nature of the application; **See City initiated list.**
 - The head of any homeowner's association or registered neighborhood within the public notice area established in item (3) indicated above. **See City initiated list.**

Site Posting

The site was posted on August 4, 2023, to alert interested citizens and stakeholders of our upcoming in-person open house on August 24, 2023. The photographs of the signs and affidavit are attached at **Tab 1**. The signs do not have the anticipated Planning & Zoning Commission and City Council hearings dates and will be updated as we learn these dates.

Participation Report.

After the notices were sent by staff and the site was posted, we did not field any telephone calls or emails of concern regarding the rezoning case. We held the in-person open house where we were in actual attendance at the Asante Preparatory Academy School located 23251 N. 166th Drive in Surprise at 6:00 pm on Thursday August 24, 2023. During the open house, there was one (1) person in attendance along with two (2) City staff members. The attendee was informed of our request and was not against the proposal. The sign-in sheets are attached at **Tab 2**.

No comment cards were submitted at that time. We have been working cooperatively with City staff on the rezone request and will continue to work towards public hearings on the proposed request. If we are contacted by any neighbors or stakeholders after we have submitted this citizen participation report to the city, we will reach out to them and provide updates to the city staff with an amended report.

TAB 1

AFFIDAVIT OF POSTING

Application No: FS23-0406
Applicant Name: Tiffany & Bosco
Location: SWC Deer Valley Rd & 185th Ave
Date Site Posted: 8/04/2023

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

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

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

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

Meghan Liggett 8/04/2023
Applicant/Representative Signature Date

This instrument was acknowledged before me on 8/04/2023, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Mary Beth Conrad
Notary Public
10-25-24
My commission expires

Return completed and notarized affidavit and all relevant photos to the Planning and Zoning Department at least fifteen (15) days prior to the scheduled meeting(s).

Notice of Public Hearing City of Surprise

In-Person

Neighborhood Meeting

Date: August 24, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Cafeteria 23251 N 166th Dr
Surprise, AZ 85387

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

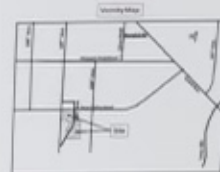
Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

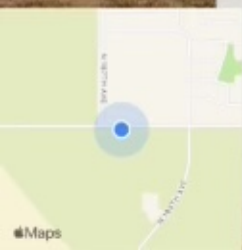
Case number: FS23-0406

Project Name: 185th Avenue and Deer Valley Rd

Request: A rezone from Neighborhood Commercial (C-1), Regional Commercial (C-3), and Light Industrial (I-1) to General Industrial (I-2). Located south of Deer Valley Road along the west and east sides of the 185th Ave. alignment.



For more information call: **(623) 222-3011** Surpriseaz.gov



Aug 04, 2023 10:16AM
18529-18809 W Deer Valley Rd
Maricopa County

Notice of Public Hearing City of Surprise

In-Person

Neighborhood Meeting

Date: August 24, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Cafeteria 23251 N 166th Dr
Surprise, AZ 85387

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

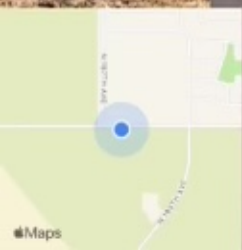
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Request: A rezone from Neighborhood Commercial (C-1), Regional Commercial (C-3), and Light Industrial (I-1) to General Industrial (I-2). Located south of Deer Valley Road along the west and east sides of the 185th Ave. alignment.



For more information call: (623) 222-3011 Surpriseaz.gov



Aug 04, 2023 10:16AM
18529-18809 W Deer Valley Rd
Maricopa County

Notice of Public Hearing City of Surprise

In-Person

Neighborhood Meeting

Date: August 24, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Cafeteria 23251 N 166th Dr
Surprise, AZ 85387

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

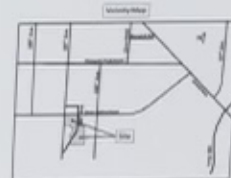
Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

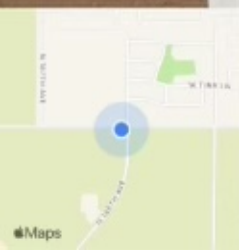
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Request: A rezone from Neighborhood Commercial (C-1), Regional Commercial (C-3), and Light Industrial (I-1) to General Industrial (I-2). Located south of Deer Valley Road along the west and east sides of the 185th Ave. alignment.



For more information call: **(623) 222-3011** Surpriseaz.gov



Aug 04, 2023 09:54AM
18501-18527 W Deer Valley Rd
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: August 24, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Cafeteria 23251 N 166th Dr
Surprise, AZ 85387

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

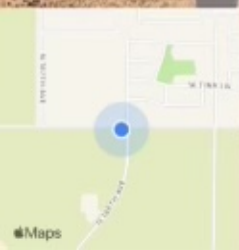
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Request: A rezone from Neighborhood Commercial (C-1), Regional Commercial (C-3), and Light Industrial (I-1) to General Industrial (I-2). Located south of Deer Valley Road along the west and east sides of the 185th Ave. alignment.



For more information call: (623) 222-3011 Surpriseaz.gov



Aug 04, 2023 09:54AM
18501-18527 W Deer Valley Rd
Maricopa County

TAB 2

Page 332 of 704

AFFIDAVIT OF POSTING

Application No: FS23-0406
Applicant Name: Tiffany & Bosco
Location: SWC Deer Valley Rd & 185th Ave
Date Site Posted: 9/18/2023

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

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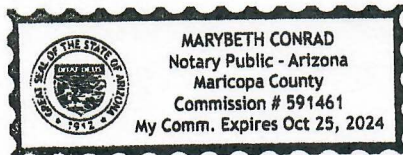
It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

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

Meghan Liggett
Applicant/Representative Signature

9/18/2023
Date

This instrument was acknowledged before me on 9/18/2023, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



MaryBeth Conrad
Notary Public
10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior** to the scheduled meeting(s).*

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: August 24, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Cafeteria 23251 N 166th Dr
Surprise, AZ 85387

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

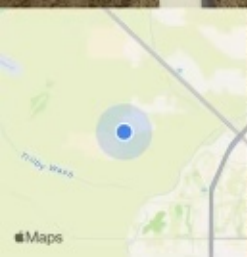
Case number: FS23-0406

Project Name: 185th Avenue and Deer Valley Rd

Request: A rezone from Neighborhood Commercial (C-1), Regional Commercial (C-3), and Light Industrial (I-1) to General Industrial (I-2). Located south of Deer Valley Road along the west and east sides of the 185th Ave. alignment.



For more information call: (623) 222-3011 Surpriseaz.gov



Sep 18, 2023 at 7:30:08 AM
18529-18809 W Deer Valley Rd
Surprise AZ 85387
United States

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: August 24, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Cafeteria 23251 N 166th Dr
Surprise, AZ 85387

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

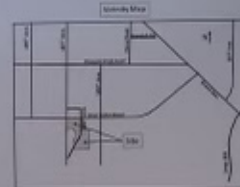
Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Case number: FS23-0406

Project Name: 185th Avenue and Deer Valley Rd

Request: A rezone from Neighborhood Commercial (C-1), Regional Commercial (C-3), and Light Industrial (I-1) to General Industrial (I-2). Located south of Deer Valley Road along the west and east sides of the 185th Ave. alignment.



For more information call: **(623) 222-3011** Surpriseaz.gov



Sep 18, 2023 at 7:29:44 AM
18529-18809 W Deer Valley Rd
Surprise AZ 85387
United States

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: August 24, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Cafeteria 23251 N 166th Dr
Surprise, AZ 85387

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

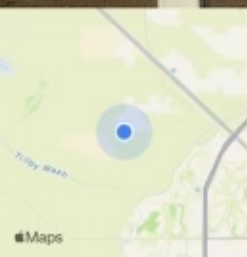
Case number: FS23-0406

Project Name: 185th Avenue and Deer Valley Rd

Request: A rezone from Neighborhood Commercial (C-1), Regional Commercial (C-3), and Light Industrial (I-1) to General Industrial (I-2). Located south of Deer Valley Road along the west and east sides of the 185th Ave. alignment.



For more information call: (623) 222-3011 Surpriseaz.gov



Sep 18, 2023 at 7:25:43 AM
18501-18527 W Deer Valley Rd
Surprise AZ 85387
United States

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: August 24, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Cafeteria 23251 N 166th Dr
Surprise, AZ 85387

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

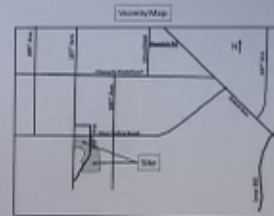
Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Case number: FS23-0406

Project Name: 185th Avenue and Deer Valley Rd

Request: A rezone from Neighborhood Commercial (C-1), Regional Commercial (C-3), and Light Industrial (I-1) to General Industrial (I-2). Located south of Deer Valley Road along the west and east sides of the 185th Ave. alignment.



For more information call: **(623) 222-3011** Surpriseaz.gov

Sep 18, 2023 at 7:25:10 AM
18501-18527 W Deer Valley Rd
Surprise AZ 85387
United States

ORDINANCE # 2023-30

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM NEIGHBORHOOD COMMERCIAL (C-1), REGIONAL COMMERCIAL (C-3), LIGHT INDUSTRIAL (I-1), AND GENERAL INDUSTRIAL (I-2) TO GENERAL INDUSTRIAL (I-2), GENERALLY LOCATED SOUTH OF DEER VALLEY ROAD ALONG BOTH THE WEST AND EAST SIDE OF 185th AVENUE.

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

WHEREAS, the subject site is located south of Deer Valley Road along both the west and east side of 185th Avenue;

WHEREAS, the subject site is approximately 69.32 acres and is currently zoned Neighborhood Commercial (C-1), Regional Commercial (C-3), Light Industrial (I-1), and General Industrial (I-2);

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

WHEREAS, the proposed Rezone to General Industrial (I-2), satisfies the requirements set forth in the City of Surprise Land Development Ordinance;

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

WHEREAS, on October 19, 2023, the Planning and Zoning Commission recommended that the 185th Avenue and Deer Valley Road rezone be approved.

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

Section 1. Rezoning. The parcel legally described on ***Exhibit A*** and depicted on ***Exhibit B***, known as “185th Avenue and Deer Valley Road,” is rezoned from Neighborhood Commercial (C-1), Regional Commercial (C-3), Light Industrial (I-1), and General Industrial (I-2) to General Industrial (I-2) subject to the following stipulations:

- a. Development and use of the site shall be consistent with the narrative entitled “185th Avenue and Deer Valley Road” dated August 29, 2023.

- b. This development is required to provide proof of payment for both the SPA 3 Water Reclamation Facility sewer capacity buy-in fee as described in the Austin Ranch Turnover and Shortfall Agreement (MCR# 20201043900) and the water distribution line buy-in fee as described in the Willow Trails Water Agreement (MCR #20230166080). Proof of payment must be submitted with the Final Plat.
- c. Future development shall be required to provide a 35-foot landscape buffer in accordance with Table 106-7a and Section 106-1.2 of the City's Land Development Ordinance along the front property line adjacent to Deer Valley Road.
- d. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

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

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

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

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

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

PASSED AND ADOPTED this _____ day of _____ 2023.

Attest:

Skip Hall, Mayor

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"

DESCRIPTION

REZONE ASSESSOR PARCEL NUMBERS 503-75-004M & 503-75-002J

Portions of the Northwest Quarter of Section 22, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

PARCEL NO. 1 (APN 503-75-004M)

COMMENCING at the Northwest Corner of said Section 22 from which the West Quarter Corner of said Section lies South 00°44'36" West 2636.16 feet;

Thence South 00°44'36" West 150.00 feet;

Thence South 89°46'11" East 55.00 feet to the POINT OF BEGINNING;

Thence continuing South 89°46'11" East 1266.33 feet;

Thence South 00°43'45" West 663.90 feet to the beginning of a tangent curve concave westerly having a radius of 1487.72 feet;

Thence southwesterly along the arc of said curve through a central angle of 26°56'22" a distance of 699.50 feet;

Thence South 39°51'55" West 621.39 feet;

Thence South 50°08'05" East 66.44 feet;

Thence South 00°44'11" West 278.98 feet;

Thence South 89°46'19" East 143.38 feet;

Thence South 00°13'41" West 399.92 feet;

Thence North 89°47'32" West 166.93 feet;

Thence North 00°44'11" East 658.98 feet;

Thence North 89°47'12" West 173.59 feet;

DESCRIPTION continued on page 2 of 2

Page 1 of 2

DESCRIPTION continued from page 1 of 2

Thence North 39°51'55" East 760.36 feet;

Thence North 52°35'37" West 102.90 feet;

Thence North 00°13'42" East 234.17 feet;

Thence North 89°46'18" West 268.47 feet;

Thence North 00°13'50" East 179.22 feet;

Thence North 89°46'11" West 557.39 feet;

Thence North 00°44'36" East 765.80 feet to the POINT OF BEGINNING.

PARCEL NO. 2 (APN 503-75-002J)

COMMENCING at the West Quarter Corner of said Section 22 from which the Northwest Corner of said Section lies North 00°44'36" East 2636.18 feet;

Thence South 89°47'32" East 827.92 feet to the POINT OF BEGINNING;

Thence North 00°13'41" East 399.92 feet;

Thence North 89°46'19" West 143.38 feet;

Thence North 00°44'11" East 278.98 feet;

Thence North 50°08'05" West 66.44 feet;

Thence North 39°51'55" East 621.39 feet to the beginning of a tangent curve concave northwesterly having a radius of 1487.72 feet;

Thence northeasterly along the arc of said curve through a central angle of 15°30'34" a distance of 402.72 feet;

Thence South 89°46'11" East 752.67 feet;

Thence South 00°42'54" West 1540.34 feet;

Thence North 89°47'32" West 1155.97 feet to the POINT OF BEGINNING.

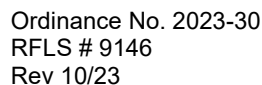
Attached is Exhibit "B" and by this reference is made a part hereof.

End of description

Page 2 of 2



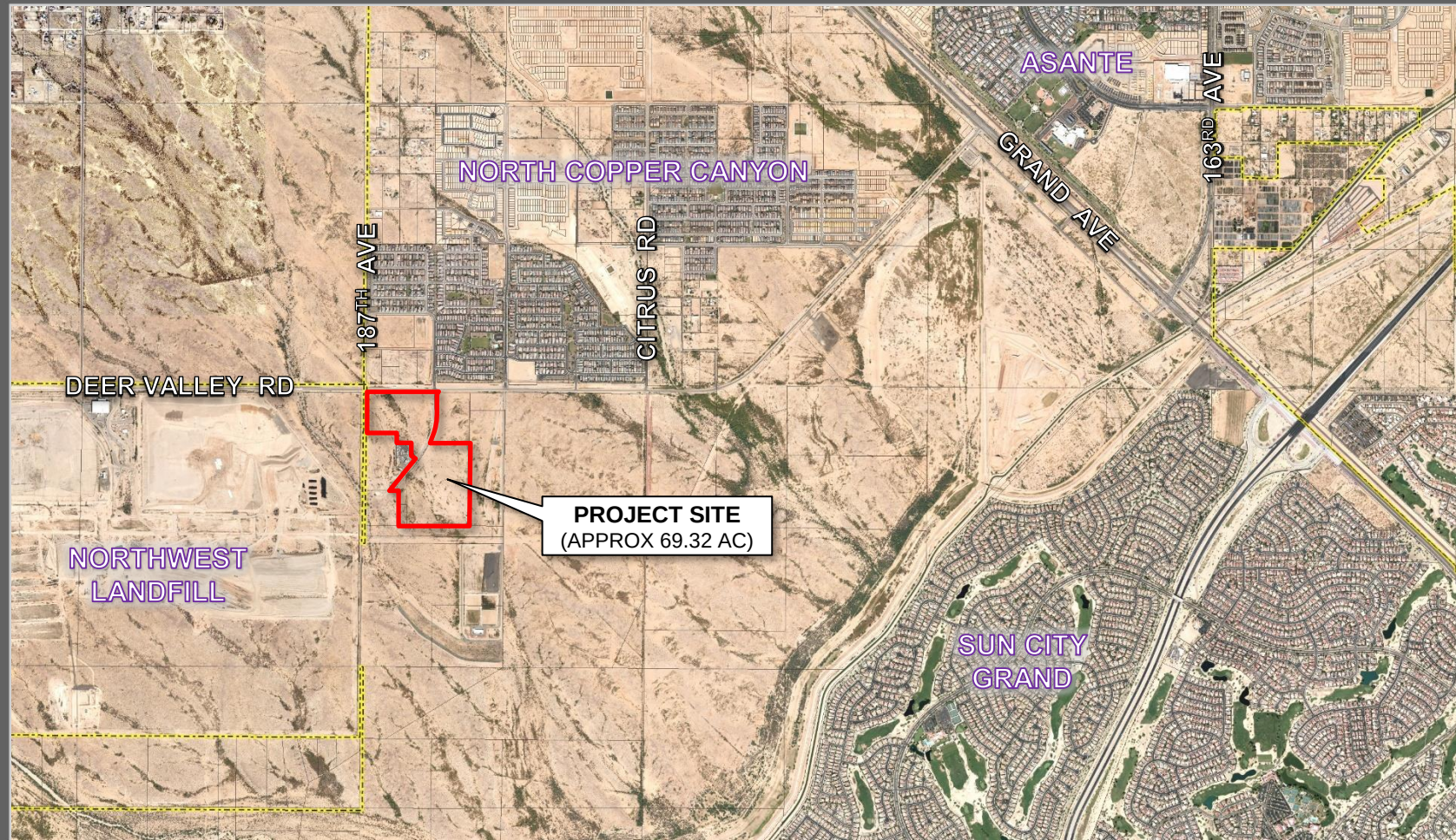
EXHIBIT B
DEPICTION OF THE PROPERTY





FS23-0406
185th Avenue & Deer Valley Road
Rezone

City Council
November 21, 2023



FS23-0406 VICINITY MAP

MARICOPA
COUNTY

PAD – AUSTIN RANCH II
(COMMERCIAL)

PAD – AUSTIN RANCH
(RESIDENTIAL)

DEER VALLEY RD

I-2

I-1

C-3

PAD – AUSTIN RANCH
(INDUSTRIAL)

RR

I-3

I-2

I-2

187TH AVE

185TH AVE

FS23-0406 PROPOSED ZONING MAP

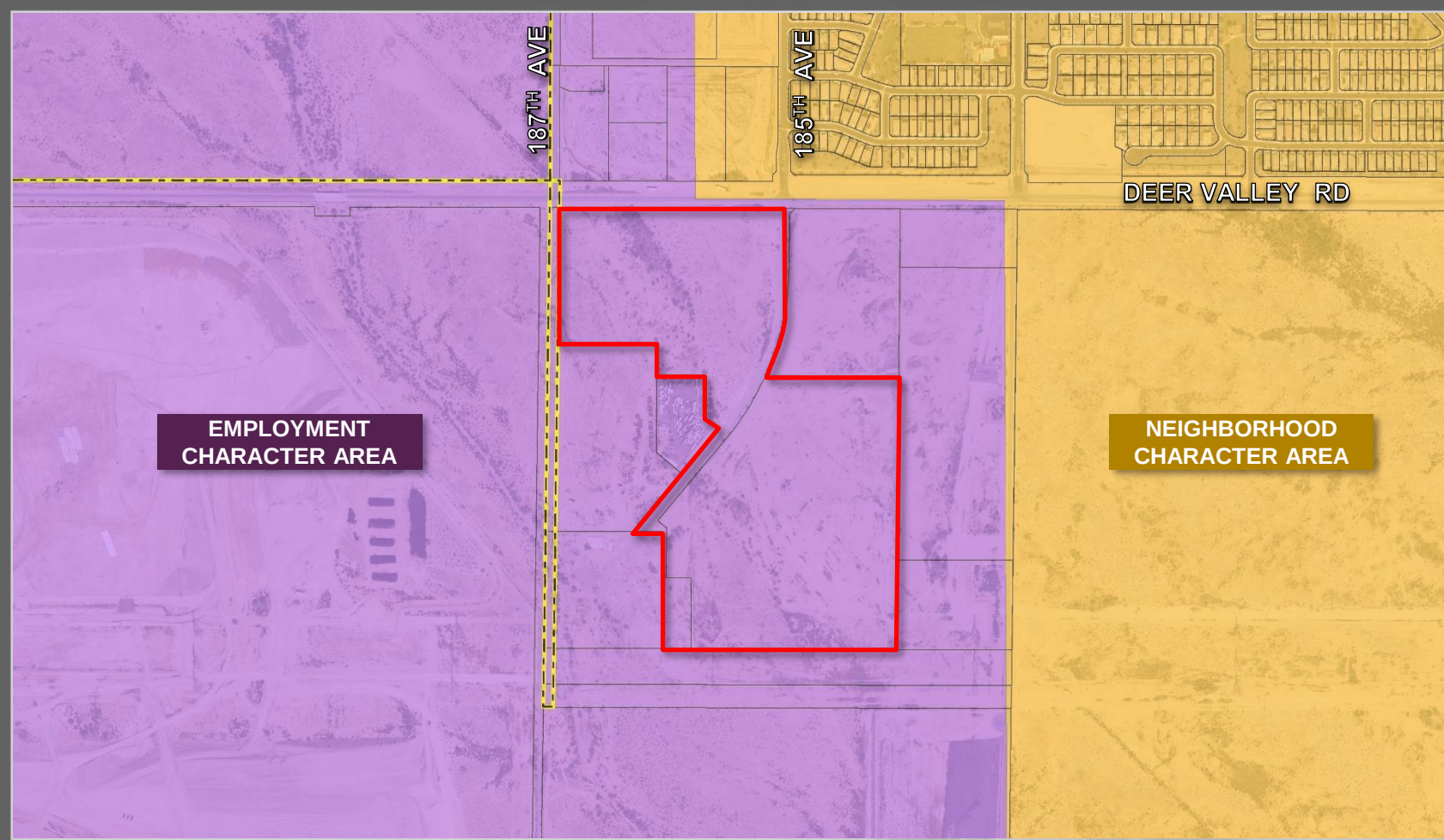
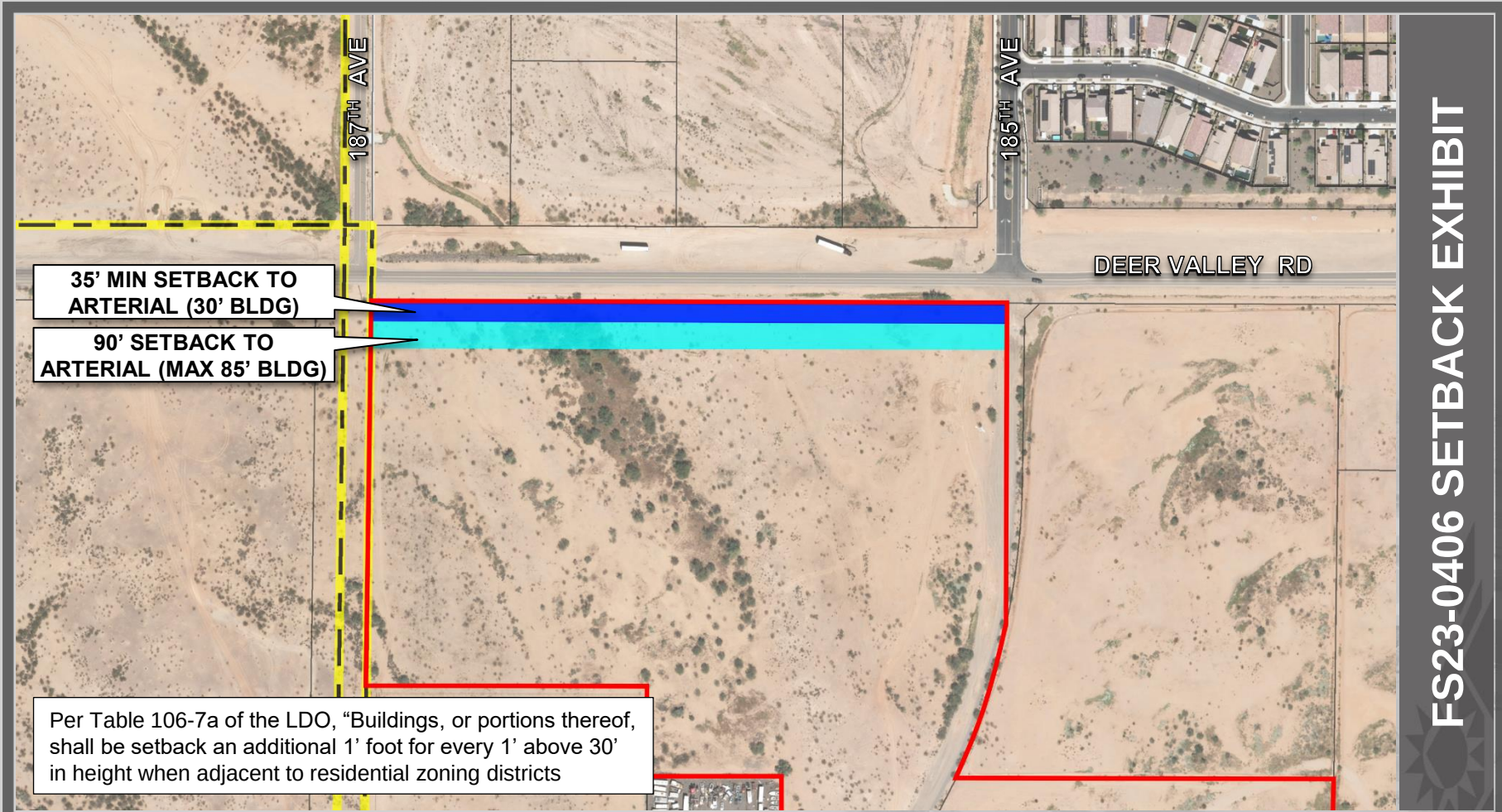


Table 106-7a—Employment Zoning Districts

	BP	I-1	I-2	I-3
Minimum lot area	20 acres ⁶	20,000 sf	5 acres	40 acres
Min. setback to arterial ROW	35	35	35	50
Min. setback to collector and local ROW (ft)	25	35	35	50
Min. setback adjacent to residential zoning (ft)	75 ¹	50 ²	75 ¹	150 ³
Min. setback adjacent to non-residential zoning (ft) ⁴	15	15	25	50
Max. bldg. height (ft) ⁵	45	40	85	40

Notes:

1. May be reduced to 15 feet when the development provides a 45 feet or greater landscape *buffer* "tract" with a public *access* easement to allow paths or trails that may connect to the city open trails system.
2. May be reduced to 15 feet when the development provides a 30 feet or greater landscape *buffer* "tract" with a public *access* easement to allow paths or trails that may connect to the city open trails system.
3. May be reduced to 75 feet when the development provides a 50 feet or greater landscape *buffer* "tract" with a public *access* easement to allow paths or trails that may connect to the city open trails system.
4. *Setback* may be increased if *abutting* a *parcel* with OS-1 or OS-2 *zoning* that separates residential *zoning* by less than 60 feet.
5. *Buildings*, or portions thereof, shall be *setback* an additional one foot for every one foot above 30 feet in *height* when *adjacent* to residential *zoning districts*.
6. Minimum *lot area* may be reduced to one acre for *pad sites* within a *commerce center*.





OUTREACH

- Citizen Participation Meeting (In-Person) 8/24/2023
- 1 attendee
- Site Posting, 300' Mailers, & Newspaper Publishing's
- No opposition



Staff Recommendation

Approval subject to stipulations 'a' through 'd'

- a. Development and use of the site shall be consistent with the Narrative entitled “185th Avenue & Deer Valley Road”, date received June 08, 2023.
- b. This development is required to provide proof of payment for both the SPA 3 Water Reclamation Facility sewer capacity buy-in fee as described in the Austin Ranch Turnover and Shortfall Agreement (MCR# 20201043900) and the water distribution line buy-in fee as described in the Willow Trails Water Agreement (MCR #20230166080). Proof of payment must be submitted with the Final Plat.
- c. Future development shall be required to provide a 35-foot landscape buffer in accordance with Table 106-7a and Section 106-1.2 of the city's Land Development Ordinance along the front property line adjacent to Deer Valley Road.
- d. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 5
Staff Recommendations:

Consent: No	Regular: No	Public Hearing: Yes	Report/Discussion: No
-------------	-------------	---------------------	-----------------------

Agenda Wording:

Consideration and action pertaining to a rezone of approximately 3.21 acres, generally located south of the southwest corner of Bell Road and Sarival Avenue, from Rural Residential (RR) to Residential High Density (R-3); Ordinance #2023-29.

Motion:

I move to approve Ordinance #2023-29.

Background:

Josh Hannon with EPS Group Inc., proposed to rezone approximately 3.21 gross acres from Rural Residential (RR) to High Density Residential (R-3) for the development of a townhome community with 46 units and a gross density of 14.33 DU/Ac. The site is generally located south of the southwest corner of Bell Road and Sarival Avenue.

Objective Analysis:

The subject rezone is in harmony with the purposes and intent of the Surprise Municipal Code, in addition to other applicable City of Surprise regulations. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The subject rezone is consistent with the Surprise Municipal Code and advances the goals and policies of the General Plan.

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS23-0409 Artisan Loop 303 - Rezone - Staff Report
 2. 01 - FS23-0409 Artisan Loop 303 - Rezone - Vicinity Map
 3. 02 - FS23-0409 Artisan Loop 303 - Rezone - Existing Zoning
 4. 03 - FS23-0409 Artisan Loop 303 - Rezone - Proposed Zoning
 5. 04 - FS23-0409 Artisan Loop 303 - Rezone - Rezone Document
 6. 05 - FS23-0409 Artisan Loop 303 - Rezone - Conceptual Site Plan
 7. 06 - FS23-0409 Artisan Loop 303 - Rezone - Luke AFB Letter
 8. 07 - FS23-0409 Artisan Loop 303 - Rezone - Citizen Participation Report_Redacted
 9. 08 - FS23-0409 Artisan Loop 303 - Rezone - Affidavit of Site Posting
 10. 09 - FS23-0409 Artisan Loop 303 - Ordinance
 11. FS23-0409 - Artisan Loop 303 - Rezone
-

ZONE CHANGE

REPORT TO CITY COUNCIL

Case: FS23-0409

Project Name: Artisan Loop 303 - Rezone

Council District: 5 - Palm

Meeting Date: November 21, 2023

Planner: Chris Sexton, Planner II

Owner: New Song United Methodist Church

Applicant: Josh Hannon, EPS Group, Inc.

Request: Zone Change from Rural Residential (RR) to High Density Residential (R-3) to allow for the development of Multi-Family Residential.

Site Location: Generally located south of the southwest corner of Bell Road and Sarival Avenue

Site Size: 3.21 (approx.)

Density: 14.33 DU/Ac

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

Support/Opposition: A Citizen Neighborhood Meeting was held on August 30, 2023. Refer to the attached Citizen Participation Report.

Commission Recommendation: The Planning and Zoning Commission recommended **approval** of the proposed Zone Change to the City Council, subject to stipulations 'a' and 'b'.

42 **Project Description:**

43 Josh Hannon with EPS Group Inc. proposes to rezone approximately 3.21 gross acres
44 from Rural Residential (RR) to High Density Residential (R-3) for the development of a
45 townhome community with 46 units and a gross density of 14.33 DU/Ac. The site is
46 generally located south on the southwest corner of Bell Road and Sarival Avenue.
47

48 **Background:**

49 **June 20, 1984:** The parcel was annexed into the City of Surprise by Ordinance 84-03.
50

51 **February 18, 2020:** City Council approved a final plat to configure the subject parcel
52 along with the two lots north of the site under case, FS17-621.
53

54 **October 21, 2021:** A Concept Review meeting was held under case, CR21-566.
55

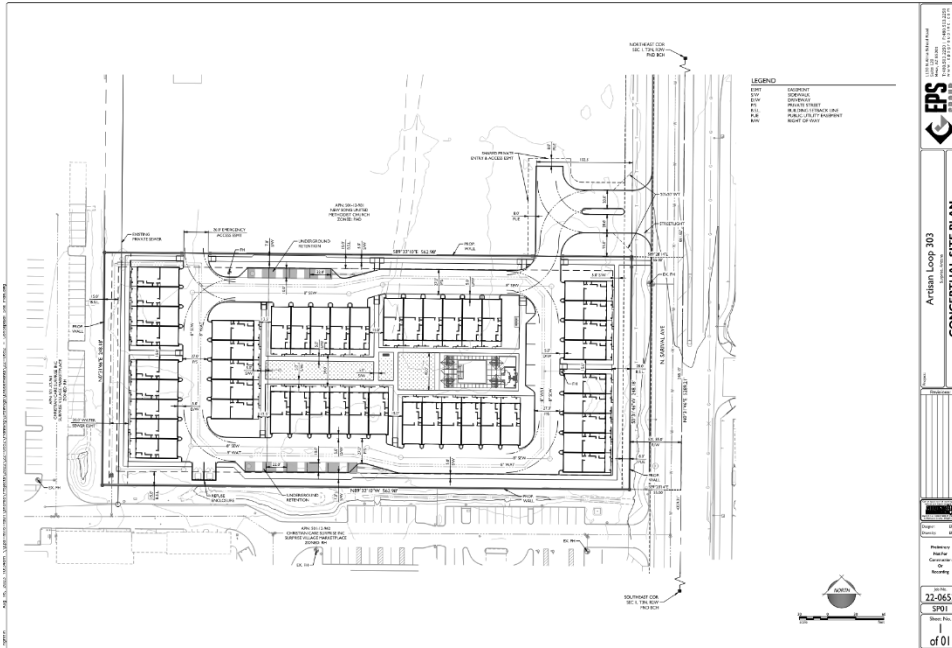
56 **May 16, 2023:** The applicant filed a request for a Zone Change under the subject case,
57 FS23-0409.
58

59 **August 30, 2023:** The applicant held an Outreach Meeting to discuss the project.
60

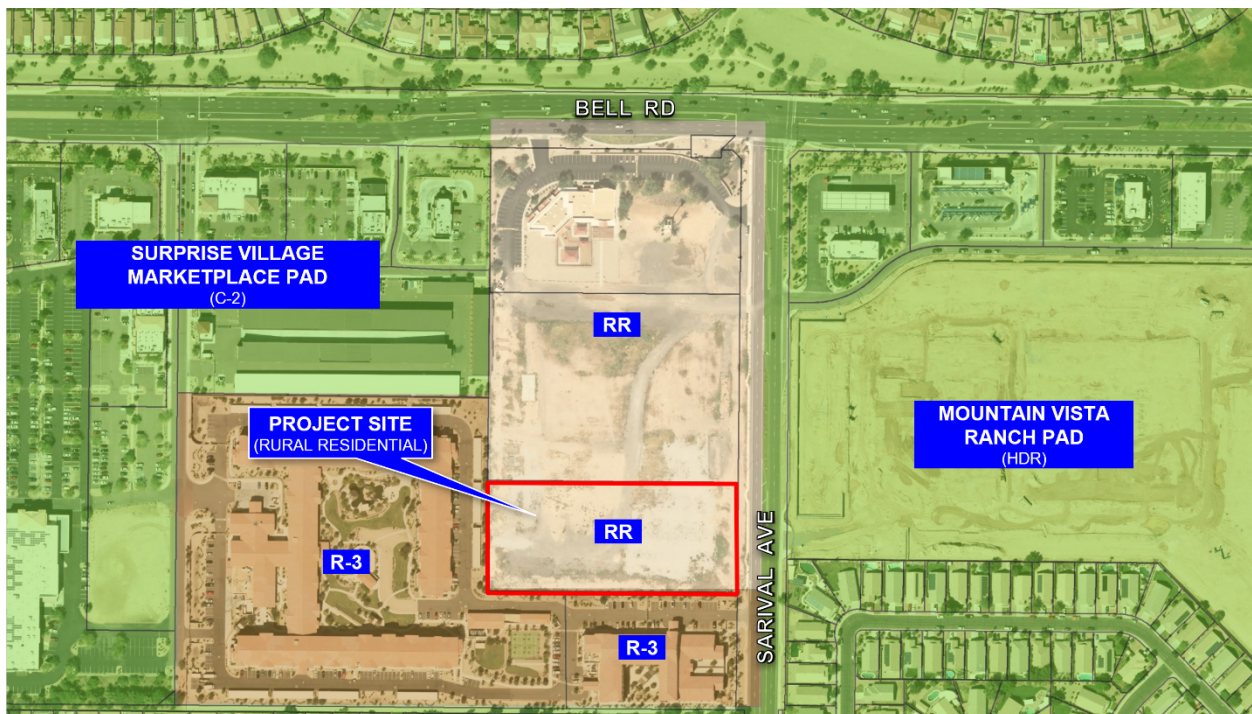
61 **October 19, 2023:** Planning and Zoning Commission recommend approval of the
62 project.
63

64 **Analysis and Discussion:**

65 The applicant requests a rezone of approximately 3.21 acres from Rural Residential (RR)
66 to High Density Residential (R-3) to accommodate a multi-family townhome project. The
67 development consists of a townhome community with 46 units that are proposed to be
68 two-stories.
69



Access to the site will be provided along Sarival Avenue via a shared entry with the parcel to the north and secondary emergency access will also be shared with the parcel to the north, at the northwest corner of the site. Internal circulation will consist of a two-lane private drive aisle. Resident parking and visitor parking will be provided via two-car garages and parallel parking, located outside the private drive aisle width area. The Sarival Avenue access will be right-in, right-out access.



Existing Zoning

November 21, 2032, City Council
Case: FS23-0409 Artisan Loop 303 Rezone

80



Proposed Zoning

81
82
83
84
85
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87
88

The development of the project site is subject to review and approval of a comprehensive site plan, in which the site design, architecture, parking, setbacks and landscaping will be reviewed in accordance with the requirements prescribed by the City's LDO requirements and the adopted Planning and Engineering Design Standards (PEDS). The table below reflects the current LDO requirements for the R-3 zoning district.

Table 106-2e - Residential High Density (R-3) Zoning district

Net Density (du/ac)	8-11.9	12-14.9	15+
Min. Setback to Arterial ROW (ft) ²	20	20	20
Min. Setback to Collector and Local ROW (ft) ²	15	15	15
Min. Setback Adjacent to Residential Zoning (ft)	10	15	20
Min. Setback Adjacent to Non-Residential Zoning (ft)	20	20	20
Max. Bldg. Height ¹ (ft)	45	50	60
Open space (sf/du)	150	150	150

Notes:

1. The *height* of any *structure*, or portions thereof, shall not exceed thirty feet (30') in *height* measured at the *setback* line when *adjacent* to *Single-family, Two-family, Three-family development parcels*. The *height* of the *accessory structure* may increase at a ratio of one foot vertical for every one foot horizontal (1':1') as measured relative to the property line to a maximum *height* equal to the *zoning*.
2. *Setback* may be reduced to 10' along Collector or Local *right-of-way* for units that open to the *street* and exclude a perimeter wall

Utility and Services Table:

Electric:	APS
Water:	City of Surprise
Sewer:	City of Surprise
School District	Dysart Unified School District

Conformance with Adopted Plans:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area and the Transit Oriented Development District (TODD) which supports the development of high-density residential projects. The Neighborhood Character Area permits high-density residential projects with no limit on density. The proposed 14.33 DU/Ac is in conformance with the higher density housing that is encouraged in the Neighborhood Character Area and the TODD. The proposed Zone Change will allow for a high-density residential development in close proximity to existing and future commercial development creating the desired large scale horizontal mixture of uses in the General Plan Neighborhood Character Area.

Reviewing Agencies:

In addition to the standard city internal reviewing departments and Luke Air Force Base and Maricopa Water District were included in the routing of this request. None of the reviewing agencies indicated any concerns over the request.

110 **Citizen Outreach:**

111 On August 30, 2023, the applicant held a Neighborhood Meeting at Cimarron Springs Middle
112 School. The meeting was properly advertised per the requirements of the LDO regarding
113 advertising in the newspaper and mailers sent to property owners within 300 feet of the site.
114 During this meeting, there was one (1) person in attendance. In general, the questions
115 pertained to the number of stories, access points, unit sizes and amenities. The developer
116 answered all questions.

117
118 **Summary:**

119 The proposed Zone Change is consistent with the manner and intent of the Surprise
120 Municipal Code. If approved, the site will be allowed to be developed in accordance with
121 the requirements of the City of Surprise.

122
123 **Findings:**

- 124 • The proposed Zone Change is consistent with the Surprise General Plan 2035.
125 • The proposed Zone Change demonstrates compliance with the criteria set forth in
126 the Land Development Ordinance.
127 • The proposed Zone Change demonstrates compliance with the criteria set forth in
128 the Surprise Municipal Code
129 • The reviewing agencies have indicated no objections to the request.

130
131 **Commission Recommendation:**

132 Based on the findings noted above, the Planning & Zoning Commission recommended
133 approval of case FS23-0409 to the City Council subject to stipulations 'a' and 'b' as follows:

- 134
135 a. Development and use of the site shall be consistent with the narrative entitled
136 "Artisan Loop 303" dated August 16, 2023.
137
138 b. Non-compliance with the stipulations of approval of this case will be treated as a
139 violation in accordance with the applicable provisions of the Surprise Municipal
140 Code.

141
142 However, should the City Council wish to recommend **Denial** of the request, the Council
143 should make its own findings and base its decision on those alternative findings.

144
145 **Attachments:**

146 01 Vicinity Map
147 02 Existing Zoning Map
148 03 Proposed Zoning Map
149 04 Zoning Document
150 05 Conceptual Site Plan
151 06 Luke AFB comments
152 07 Citizen Outreach Report – REDACTED
153 08 Affidavit of Site Posting
154 09 Ordinance

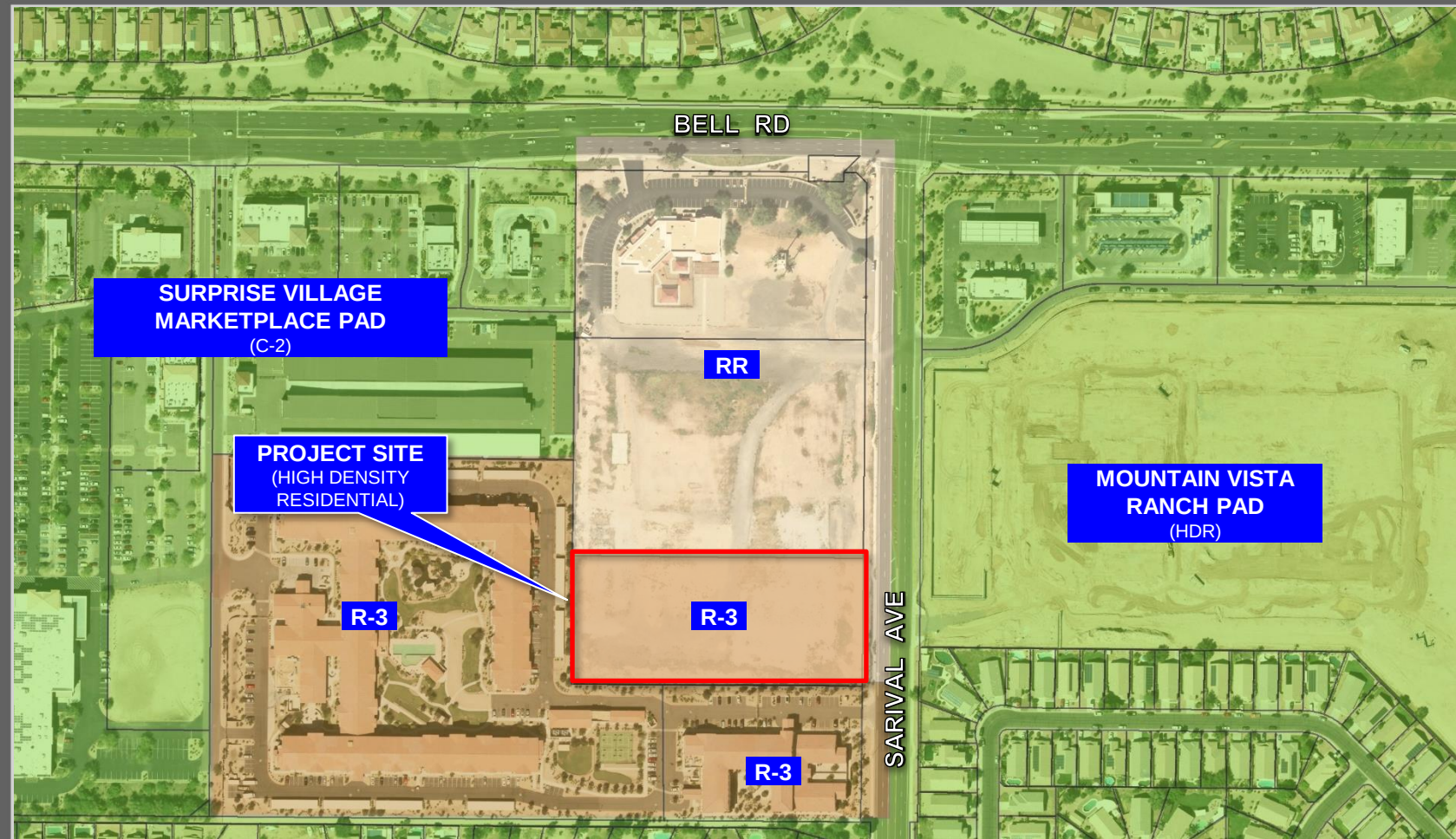
November 21, 2032, City Council
Case: FS23-0409 Artisan Loop 303 Rezone

155 PPT
156





FS23-0409 EXISTING ZONING



Introduction

EPS Group, Inc., on behalf of City to City Commercial (Developer), requests approval of a Zone Change for a proposed high-density multi-family residential development located in the City of Surprise, south of the southwest corner of Bell Road and Sarival Avenue. This site lies immediately south of the New Song United Methodist Church and is approximately 3.21-gross developable acres. It is identified as Maricopa County Tax Assessor Parcel Number (APN): 501-12-982.

Purpose of Request

The site is currently undeveloped, vacant land and is currently zoned Rural Residential (RR). It is within the Neighborhood land use area of the City of Surprise General Plan and is also within the Transit Oriented Development District Sub Area. A Final Plat was approved in 2020, which split the PAD into three developable parcels, but remains undeveloped. The Developer hopes to pursue the relevant entitlement applications for development of this underutilized site and proposes a vibrant new townhome community consisting of 46 units and gross density of 14.33 dwelling units per acres (du/ac), all surrounding a central pool amenity and walkway. In order to facilitate the development of this new infill community, the Developer requests the following:

- I. Zone Change from RR to R-3.

Project Data	
A.P.N.s	501-12-982
Current Land Use	Vacant / Undeveloped
Current General Plan Land Use Designation	Neighborhood
Current Zoning District	RR
Proposed Zoning District	R-3
Gross Area	3.21 Acres
No. of Units	46
Density	14.33 du/ac
Internal Streets	Private

Surrounding Land Uses

The subject property is located within a multi-faceted commercial hub of the City of Surprise and is conveniently located less than ½ a mile from the Bell Road & 303 interchange, quickly and efficiently connecting the site to the greater metro area. The site is bordered by other residentially zoned properties, such as Surprise Village Marketplace to the west, Mountain Vista Ranch, and the Bungalows at Bell & Sarival to the East, and Northwest Ranch to the south. The remaining New Song Church PAD borders the site along the north.

Surrounding Properties			
Direction	Current Use	General Plan Land Use	Zoning
North	New Song Church / Undeveloped	Neighborhood	RR
South	Northwest Ranch Subdivision	Neighborhood	PAD
East	Mountain Vista Ranch Subdivision Bungalows at Bell & Sarival	Neighborhood	PAD
West	Surprise Village Marketplace	Neighborhood	RH

Development Plan

The size, scale and environment of the site is appropriate for a high-density residential development. The site plan will be designed to harmonize and work within the existing parameters and to minimize impacts and disturbances to adjacent land uses. Unit placement, street alignments and open space corridors will be designed to work efficiently and to provide compatibility with the surrounding area.

The proposed development is compatible with the surrounding multifamily to the west and south of the property and the new Bungalow on Sarival housing to the east while expanding the options of residential design and lifestyle within the area. Careful attention to the residential unit placement along N. Sarival Avenue ensures that the community proudly presents itself to the street. Garages will be purposely located so not to become a feature from public streets or upon entry into the community. Entry into the community will feature a pool amenity as the focal point, as well as the community walk

with enhanced landscaping. In addition, a landscaped streetscape, similar to a detached residential community, will surround the community, providing direct access to each of the residential units.

Development Standards

The proposed site shall comply with the R-3 zoning district Development Standards per the City of Surprise Zoning Ordinance and as described in the table below.

City of Surprise R-3 Development Standards	
Standard	12-14.9 du/ac
Min. Setback to Arterial ROW (East - Sarival Ave)	20'
Min. Setback Adjacent to Residential Zoning (North, South, West)	15'
Max. Building Height	50' 30' adjacent to single, two, or three-family development parcels
Open Space	150 Sq. Ft. per Dwelling Unit

Access & Circulation

Primary access to the community will be provided along Sarival Avenue via a shared entry with the parcel to the north. Secondary emergency access will be provided at the northwest corner of the site into Parcel B of the New Song Church Final Plat via an access easement. Internal circulation will consist of two-way private drives that measure 27' from back-of-curb to back-of-curb and a minimum of 25' of paving. Sufficient resident and guest parking is provided via two car garages and off-street parallel parking, that will be designated outside of the drive aisle width area.

Off and On-Site Improvements

The off-site improvements shall consist of half street paving improvements along Sarival Avenue, including curb, gutter, sidewalk, and landscaping. The project will also install 27' internal private drives, complete with curb and gutter, that measure 27' from back-of-curb to back-of-curb and shall have a minimum of 25' of paving. Additionally, 5'-7' sidewalks will meander throughout the site for pedestrian traffic and connectivity.

Drainage

All drainage design will be in accordance with the City of Surprise design standards. Proposed drainage improvements will require that the Property retain the specified City of Surprise 100-year storm onsite prior to outfall. Grading will require all finished floor elevations (existing and proposed) to be elevated above the 100-year storm event.

Retention basins will be maintained by the subdivision HOA. Maintenance access will be provided down the side slope of the basin (4:1 max) to allow ample access to maintain the basin and all drainage structures within the basin. Additional evaluation of the project site for on-site and off-site drainage shall be provided in later entitlements.

Architecture

Architectural styles, materials, forms, features, colors, and compatible elements shall be in conformance with the City of Surprise residential standards and guidelines.

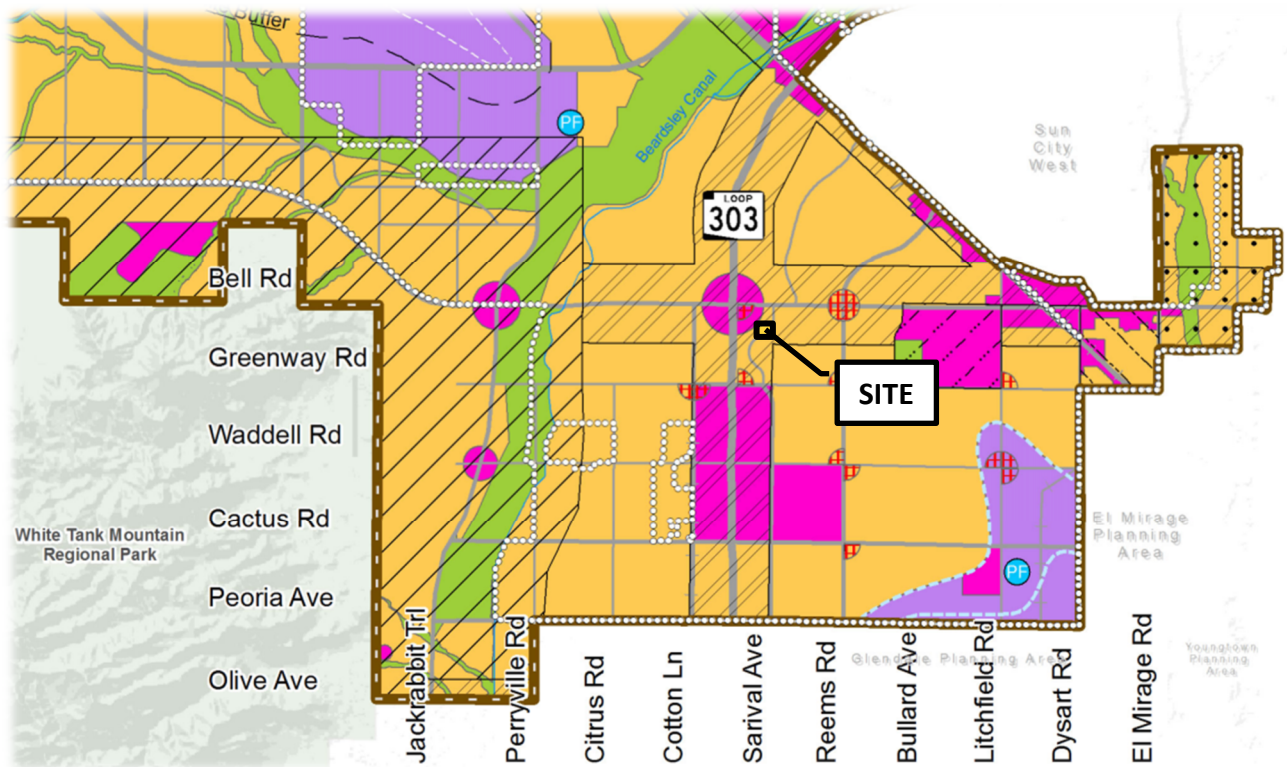
Project Timing

It is the Developer's intent to submit a Site Plan and Construction Document submittal once we receive the City's initial comments on the conceptual site plan. We are anticipating that the process for review by the City will go through the normal submittal and approval process and will move toward permitted plans and construction once approved.

Conclusion

Obtaining this rezone approval is the next step in the development process to put this site to contributing use. The proposed development provides an opportunity for the City to increase compatible residential development to the area. We respectfully request approval of the submitted documents and look forward to working with the City to gain all necessary approvals to build a successful project

General Plan Land Use Map



Character Areas

- Neighborhood**
 - Rural
 - Suburban
 - Urban
- Commerce & Office**
 - Mixed Use: Residential
 - Mixed Use: Commercial
 - Regional Commercial
 - Commercial Office
- Employment**
 - Business Park
 - Industrial
- Open Space**

Sub Areas

- Luke Compatibility District
- Scenic Lands Development
- Surprise Center District
- Surprise Heritage District
- Transit Oriented Development District**
- Aggregate Resource Areas



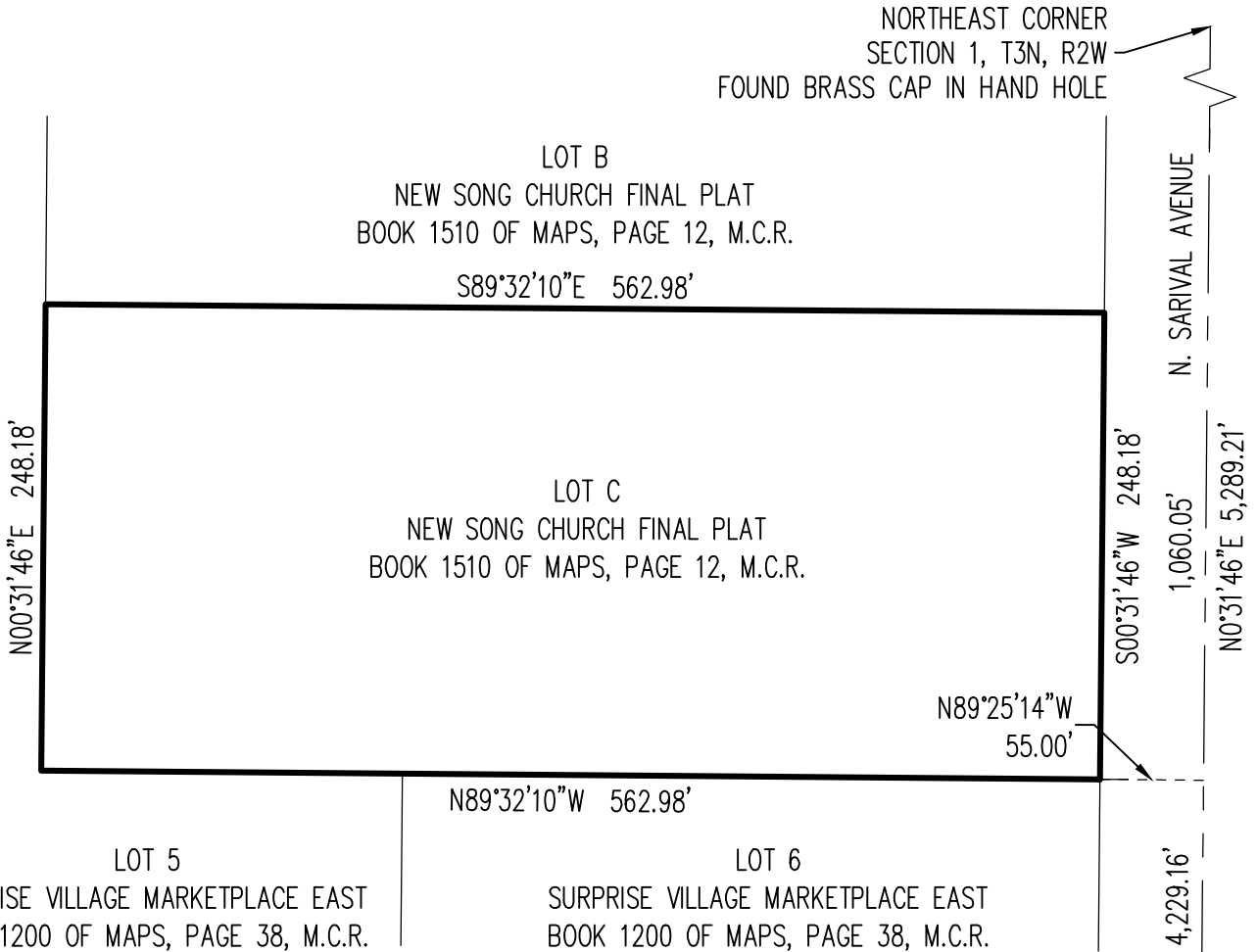
Legal Description
Lot C, New Song Church Final Plat
Rezoning

Job No. 22-0652

August 16, 2023

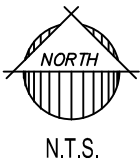
Lot "C", of NEW SONG CHURCH FINAL PLAT, according to Book 1510 of Maps, Page 12, records of Maricopa County, Arizona.





Matthew G. Buchanan

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 59228
MATTHEW G. BUCHANAN
Date Signed 8/16/23
ARIZONA, U.S.A.



22-0652	LOT C, NEW SONG CHURCH FINAL PLAT REZONING	 1130 N. Alma School Rd. Ste. 120 Mesa, AZ 85201 T:480.503.2250 F:480.503.2258 www.epsgroupinc.com
	EXHIBIT "A"	



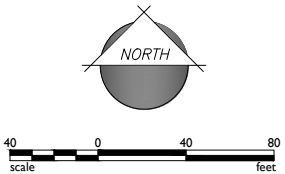
PROPERTY OWNER:
NEW SONG UNITED METHODIST CHURCH
PO BOX 7730
SURPRISE, AZ 85374
CONTACT: CITY TO CITY
rjellies@citytocitycre.com

ENGINEERING & PLANNING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
CONTACT: JOSH HANNON
josh.hannon@epsgruoinc.com

DEVELOPER:
CITY TO CITY
7201 E CAMELBACK RD #210
SCOTTSDALE, AZ 85251
CONTACT: RICK JELLIES
rjellies@citytocitycre.com

PROJECT DATA

A.P.N.:	501-12-982
EXISTING LAND USE: PROPOSED LAND USE:	VACANT/ UNDEVELOPED SINGLE-FAMILY RESIDENTIAL
GENERAL PLAN DESIGNATION:	NEIGHBORHOOD
EXISTING ZONING: PROPOSED ZONING:	RR R-3
SITE AREA:	± 3.21 GROSS ACRES 139,720 SQUARE FEET



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



Artisan Loop 303
Sarival Ave and Bell Rd
Surprise, AZ

EXISTING ZONING EXHIBIT

Revisions:



Designer: STAFF
Drawn by: STAFF

Preliminary
Not For
Construction
Or
Recording

Job No.

22-0652

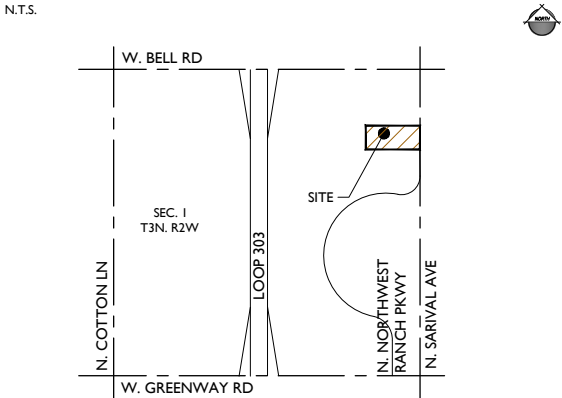
EXHIBIT

Sheet No.

1
of 1



VICINITY MAP



PROJECT TEAM

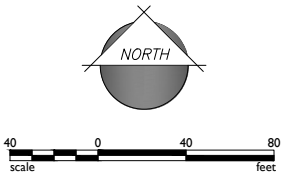
PROPERTY OWNER:
NEW SONG UNITED METHODIST CHURCH
PO BOX 7730
SURPRISE, AZ 85374
CONTACT: CITY TO CITY
rjellies@citytocitycre.com

ENGINEERING & PLANNING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
CONTACT: JOSH HANNON
josh.hannon@epsgruoinc.com

DEVELOPER:
CITY TO CITY
7201 E CAMELBACK RD #210
SCOTTSDALE, AZ 85251
CONTACT: RICK JELLIES
rjellies@citytocitycre.com

PROJECT DATA

A.P.N.:	501-12-982
EXISTING LAND USE:	VACANT/ UNDEVELOPED
PROPOSED LAND USE:	SINGLE-FAMILY RESIDENTIAL
GENERAL PLAN DESIGNATION:	NEIGHBORHOOD
EXISTING ZONING:	RR
PROPOSED ZONING:	R-3
SITE AREA:	± 3.21 GROSS ACRES 139,720 SQUARE FEET



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgruoinc.com

Project:
Artisan Loop 303
1130 N Alma School Rd
Surprise, AZ

PROPOSED ZONING EXHIBIT

Revisions:

Call at least two full working days
before you begin printing.

Call 8-1-1 for 1-800-STATE-211 (752-8248)
in Maricopa County. (002)015-1100

Designer: STAFF
Drawn by: STAFF

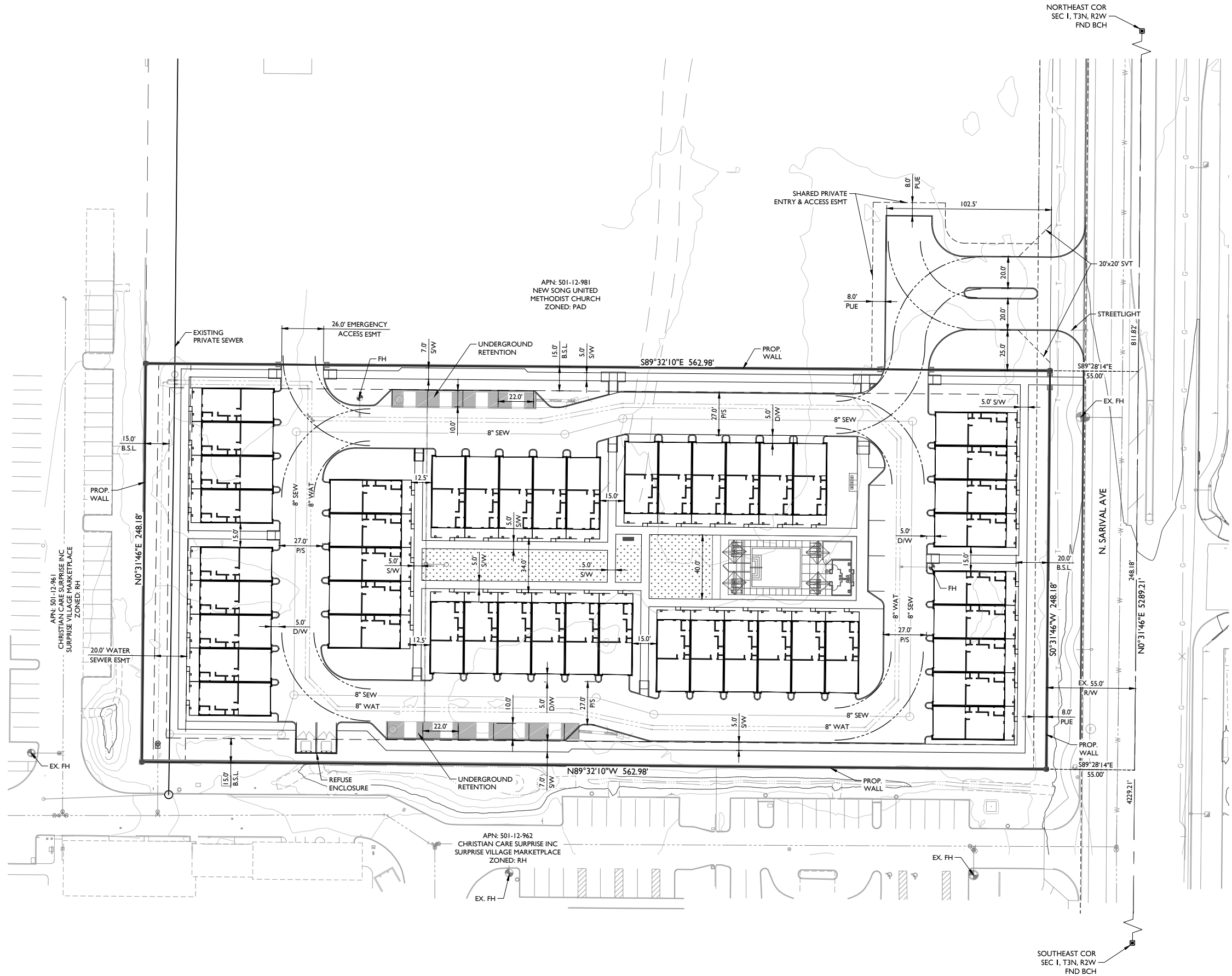
Preliminary
Not For
Construction
Or
Recording

Job No.
22-0652

EXHIBIT

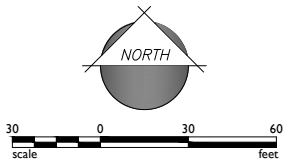
Sheet No.
1
of 1

Page 373 of 704

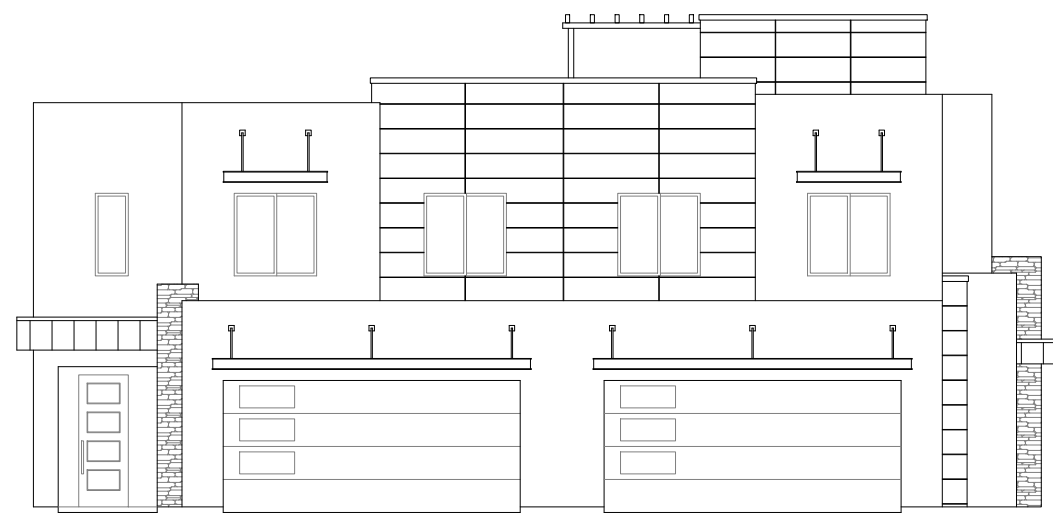


LEGEND

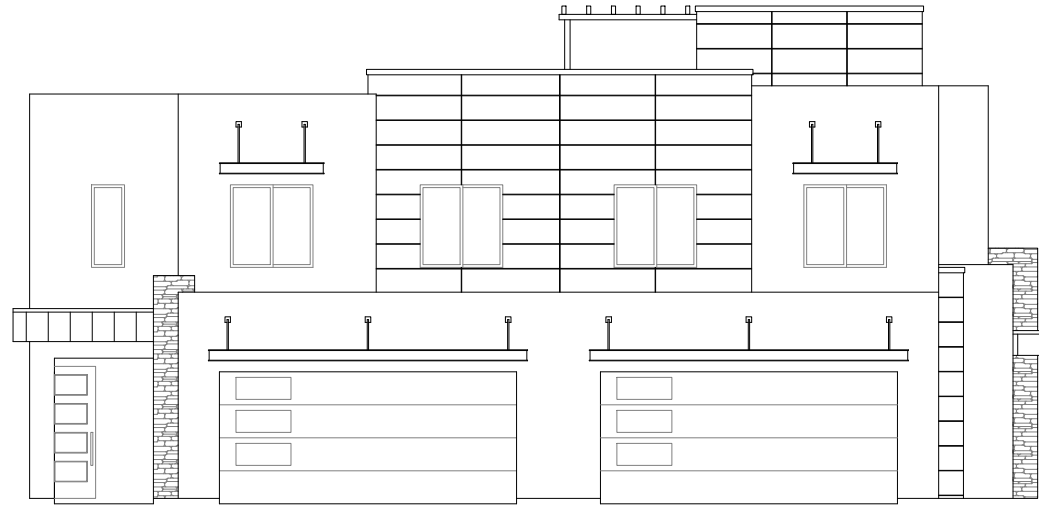
- | | |
|--------|-------------------------|
| ESMT | EASEMENT |
| S/W | SIDEWALK |
| D/W | DRIVEWAY |
| P/S | PRIVATE STREET |
| B.S.L. | BUILDING SETBACK LINE |
| PUE | PUBLIC UTILITY EASEMENT |
| R/W | RIGHT OF WAY |



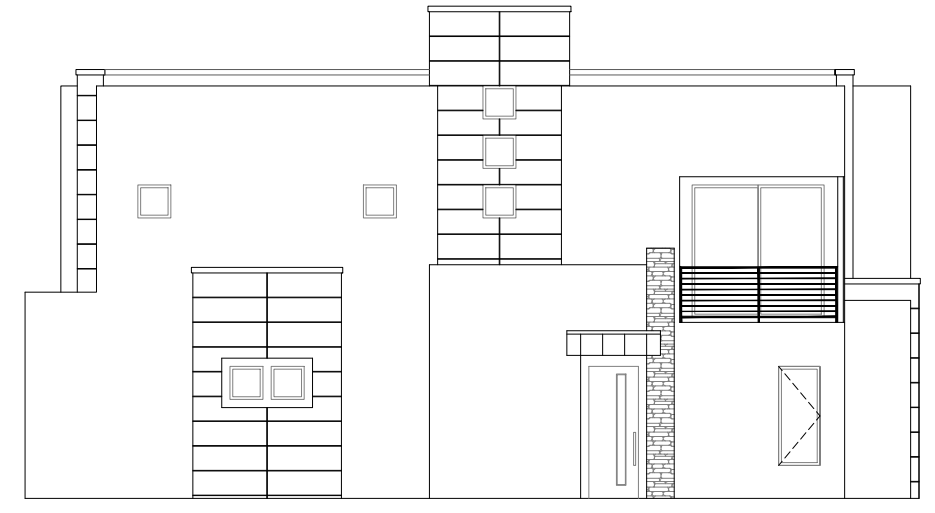
Revisions:	



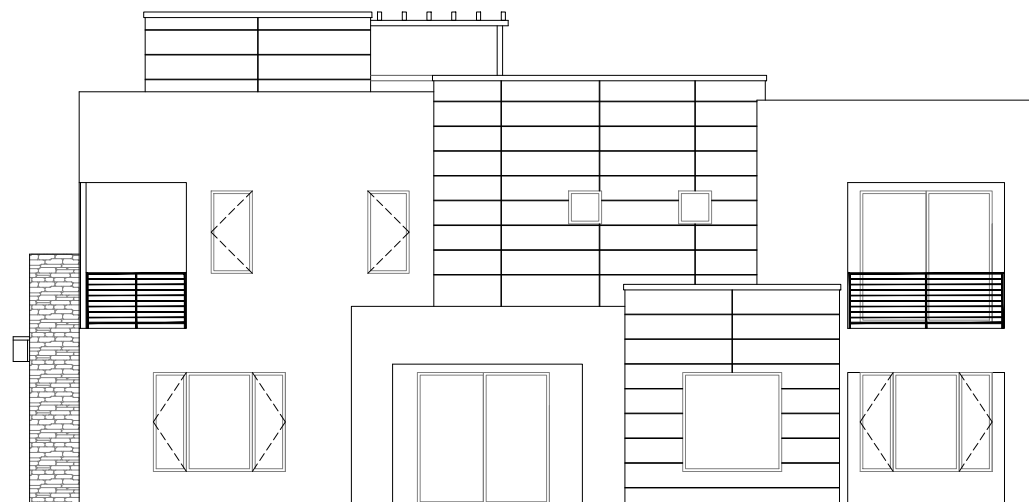
FRONT ELEVATION Optional Entry



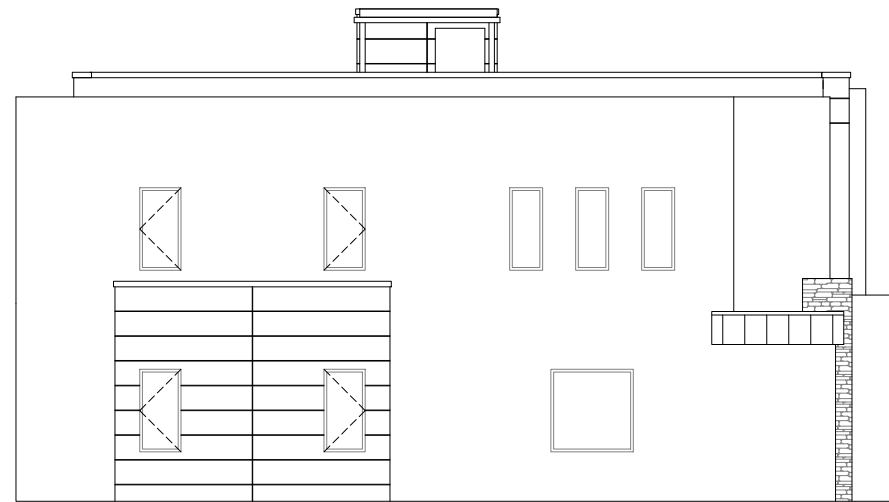
FRONT ELEVATION



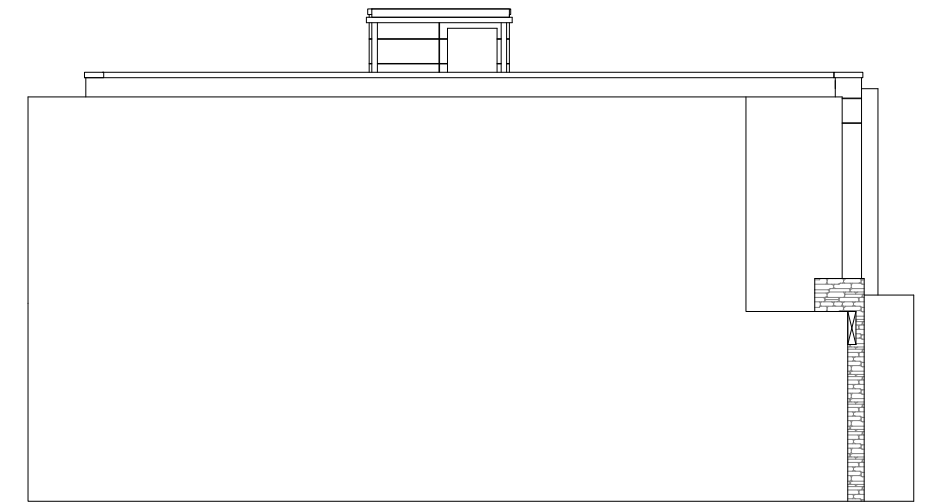
RIGHT ELEVATION



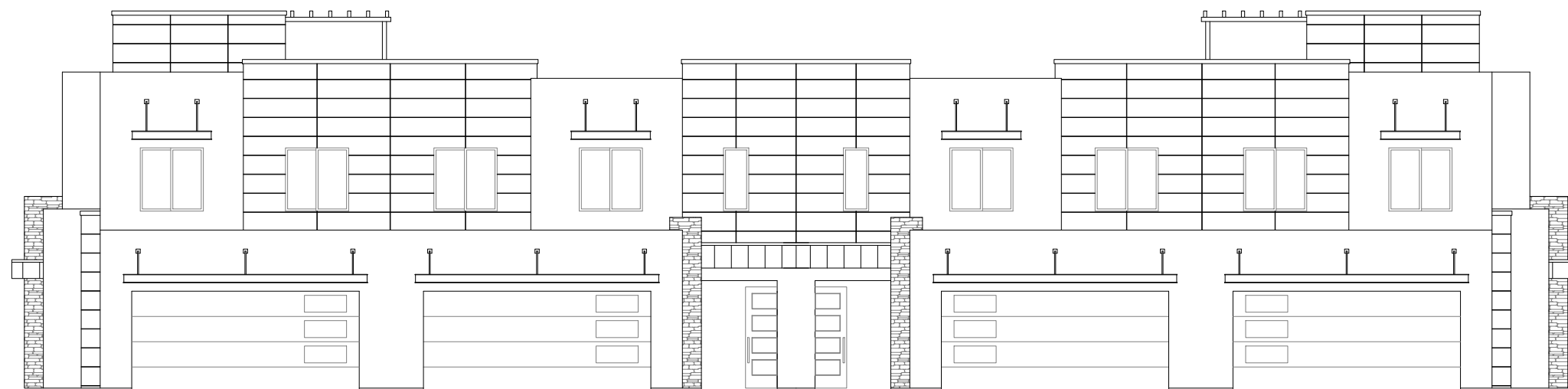
REAR ELEVATION



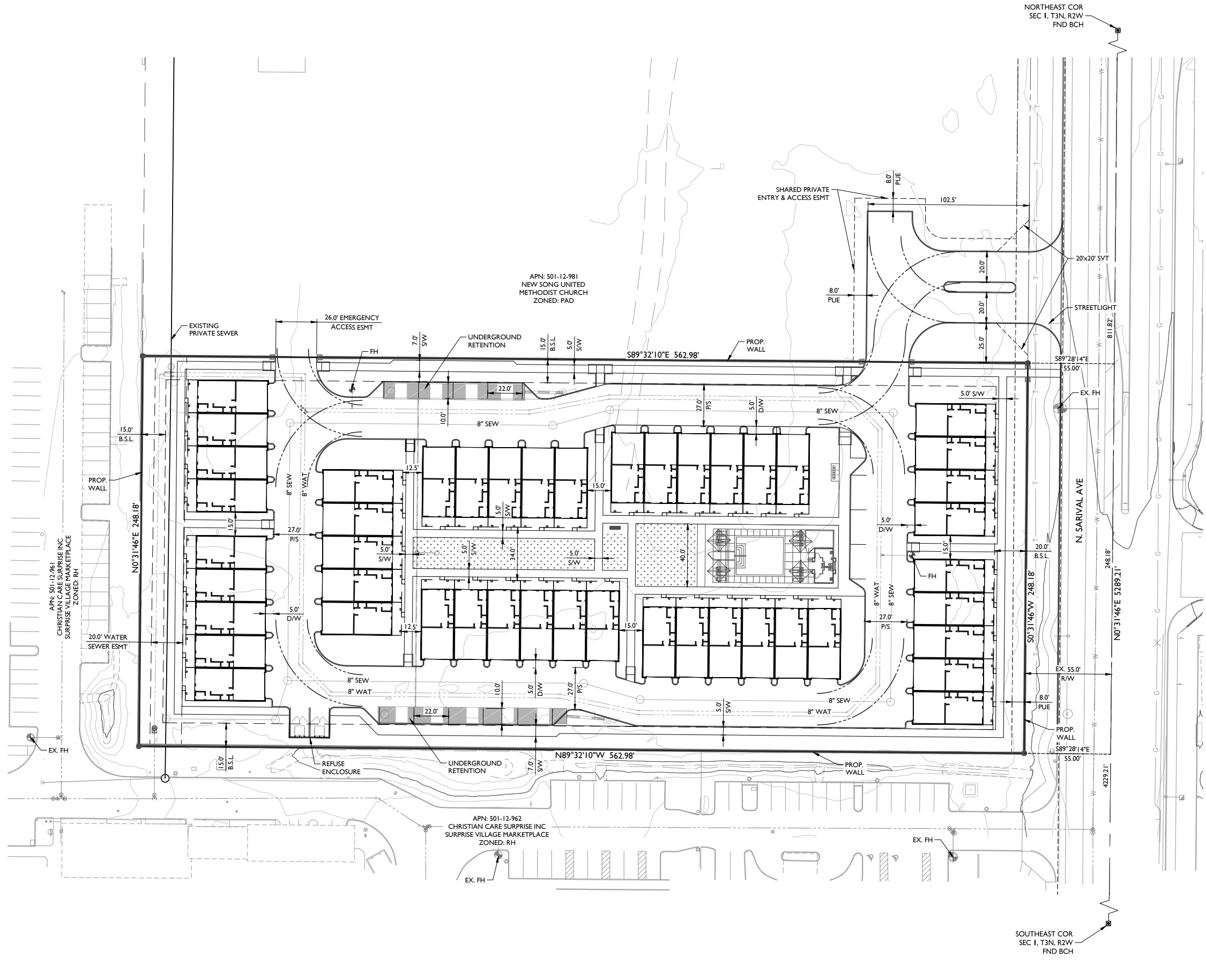
LEFT ELEVATION STAND ALONE



LEFT ELEVATION DEMISING WALL

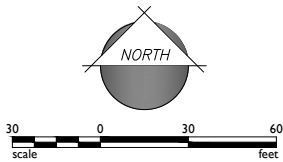


FRONT ELEVATION 2 Buildings



LEGEND

- | | |
|--------|-------------------------|
| ESMT | EASEMENT |
| S/W | SIDEWALK |
| D/W | DRIVEWAY |
| P/S | PRIVATE STREET |
| B.S.L. | BUILDING SETBACK LINE |
| PUE | PUBLIC UTILITY EASEMENT |
| R/W | RIGHT OF WAY |



Revisions:

Christina Sexton

From: RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahm@us.af.mil>
Sent: Thursday, May 18, 2023 9:32 AM
To: Tierney Farago
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS23-0409 Artisan Loop 303 New Digital Submittal 05.16.23
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Importance: High

Good morning Ms. Farago,

Thank you for the opportunity to provide comments on the final site application for Artisan Loop 303. The site sits on approximately 3.21 acres of vacant land located at the southwest corner of Sarival Avenue and Bell Road in Surprise AZ. The request is to rezone from PAD to R-3 for a proposed residential townhome development. The site falls approximately 3.1 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles.

The project, as described, should not have a negative impact on Luke AFB flight operations due to the fact that it is outside the GDC. However, Luke AFB reserves the right to review/comment on final plans submitted to Surprise. The site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. If this rezoning is approved, we recommend a strong notification program on the part of the applicant to inform future occupant(s) about Luke AFB operations.

Respectfully,

Jenn Rahn

Senior Planner, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Tierney Farago <Tierney.Farago@surpriseaz.gov>
Sent: Tuesday, May 16, 2023 3:58 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren Gerard <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary

Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Subject: [Non-DoD Source] FS23-0409 Artisan Loop 303 New Digital Submittal 05.16.23

Good afternoon,

Attached please find the **application, narrative, and rezone document** for the above referenced project.

Please feel free to contact us with any questions.

Thanks,

TIERNEY FARAGO

Planning Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza
Surprise, AZ 85374
623-222-3154

PLEASE NOTE: Effective August 3, 2022 we will be adding 2 business days for out-processing notices.

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1

Case No. FS23-0409
Artisan Loop 303
Citizen Participation Report



S/SWC Sarival Avenue and Bell Road

Submitted: September 20, 2023

Owner

New Song United Methodist Church
PO Box 7730
Surprise, AZ 85374
Tel: 480.557.7771
Contact: City to City CRE

Developer

City to City CRE
5401 N Pima Road, Suite 125
Scottsdale, AZ 85250
Tel: 480.557.7771
Contact: Rick Jellies

Planning & Engineering Consultant

EPS Group, Inc.
1130 N Alma School Rd, Suite 120
Mesa, AZ 85201
Tel: 480.503.2250
Contact: Josh Hannon

Introduction

EPS Group, Inc., on behalf of City to City Commercial (Developer), has requested approval of a Zone Change for a proposed high-density multi-family residential development located in the City of Surprise, south of the southwest corner of Bell Road and Sarival Avenue. This site lies immediately south of the New Song United Methodist Church and is approximately 3.21-gross developable acres. It is identified as Maricopa County Tax Assessor Parcel Number (APN): 501-12-982.

Techniques used to involve the public:

Notification of Public Meetings

In accordance with the City of Surprise site posting requirements, two signs were posted on August 14, 2023, with details of an upcoming neighborhood meeting and future Planning & Zoning and City Council hearing dates. The Affidavit of Posting included as **Exhibit A** within this document and includes photographic evidence of the signs. Additionally, City staff sent an invitation letter to neighboring property owners within 300' of the project, inviting them to the neighborhood meeting and providing them with an opportunity to ask questions and voice any concerns.

The two signs were updated on September 19, 2023, to include the Planning & Zoning Commission and City Council hearing location, time, and dates of October 19, 2023, and November 21, 2023. The Affidavit of Posting and photographic evidence of these signs is included as **Exhibit B** within this document.

Neighborhood Meeting

The neighborhood meeting was held at 6:00 PM on August 30, 2023, at Cimarron Springs Middle School, located at 17032 W Surprise Farms Loop S, Surprise, AZ 85388. A copy of the Neighborhood Meeting Summary is included as **Exhibit C** within this document and includes the attendee sign-in sheet.

Concerns, issues, and problems the applicant is unwilling or unable to address and why:

There were no concerns, issues, or problems raised during the public participation process that the applicant needed to or was unwilling to address. Only one public member attended the neighborhood meeting, as described in the Neighborhood Meeting Minutes in Exhibit C, and no other comments were received to date.

Exhibit A

Public Meeting Site Posting Affidavit & Photographic Evidence

AFFIDAVIT OF POSTING

Application No: FS23-0409
Applicant Name: EPS Group, Inc.
Location: S of SWC Bell Rd & Sarival Ave
Date Site Posted: 8/14/2023

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

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

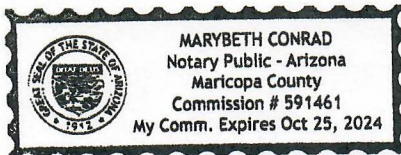
It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

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

Meghan Liggett
Applicant/Representative Signature

8/14/2023
Date

This instrument was acknowledged before me on 8/14/2023, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



MaryBeth Conrad
Notary Public
10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior** to the scheduled meeting(s).*

Notice of Public Hearing City of Surprise

Neighborhood Meeting

Date: August 30, 2023
Time: 6:00 P.M.
Location: Cimarron Springs
Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

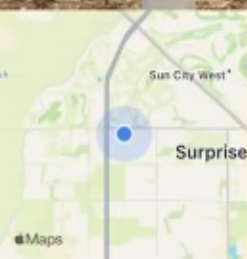
City Council

Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Aug 14, 2023 at 11:39:46 AM
N Sarival Rd
Surprise AZ 85374
United States

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: August 30, 2023

Time: 6:00 P.M.

Location: Cimarron Springs
Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: TBDTime: 6:00 P.M.

Location: 16000 N Civic Center Plaza Location: 16000 N Civic Center Plaza
Surprise, AZ 85374 Surprise, AZ 85374

City Council

Date: TBD

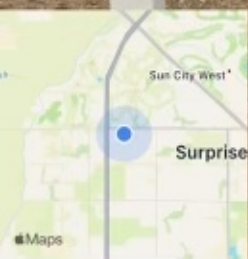
Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Aug 14, 2023 at 11:39:22 AM
N Sarival Rd
Surprise AZ 85374
United States

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: August 30, 2023
Time: 6:00 P.M.
Location: Cimarron Springs
Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

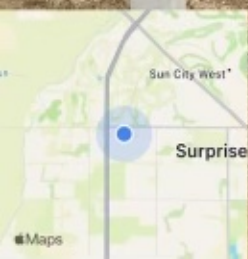
City Council

Date: TBD
Time: 6:00 P.M.
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Aug 14, 2023 at 11:37:32 AM
16640 N Sarival Rd
Surprise AZ 85374
United States

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: August 30, 2023

Time: 6:00 P.M.

Location: Cimarron Springs
Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

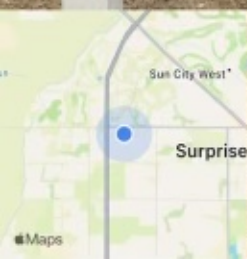
Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Aug 14, 2023 at 11:37:19 AM
16640 N Sarival Rd
Surprise AZ 85374
United States

Exhibit B

Update to Public Meeting Site Posting Affidavit & Photographic Evidence

AFFIDAVIT OF POSTING

Application No: FS23-0409
Applicant Name: EPS Group, Inc.
Location: S of SWC Bell Rd & Sarival Ave
Date Site Posted: 9/11/2023

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

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

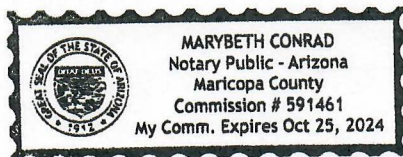
It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

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

Meghan Liggett
Applicant/Representative Signature

9/11/2023
Date

This instrument was acknowledged before me on 9/11/2023, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



MaryBeth Conrad
Notary Public
10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior** to the scheduled meeting(s).*

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: August 30, 2023

Time: 6:00 P.M.

Location: Cimarron Springs

Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: Surprise City Hall

Council Chambers
16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: November 21, 2023

Time: 6:00 P.M.

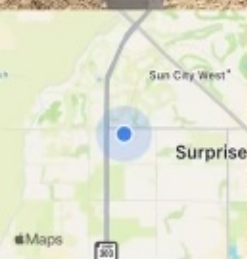
Location: Surprise City Hall

Council Chambers

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Sep 11, 2023 at 11:59:30 AM
N Sarival Rd
Surprise AZ 85374
United States

Notice of Public Hearing City of Surprise

Neighborhood Meeting

Date: August 30, 2023

Time: 6:00 P.M.

Location: Cimarron Springs

Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: Surprise City Hall

Council Chambers
16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: November 21, 2023

Time: 6:00 P.M.

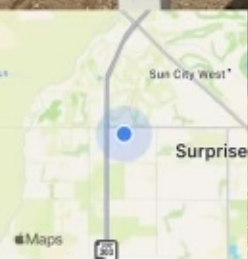
Location: Surprise City Hall

Council Chambers

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Sep 11, 2023 at 11:59:45 AM
16644-16698 N Sarival Rd
Surprise AZ 85374
United States

Notice of Public Hearing City of Surprise

Neighborhood Meeting

Date: August 30, 2023

Time: 6:00 P.M.

Location: Cimarron Springs
Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
Council Chambers
16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: November 21, 2023

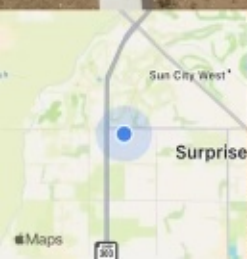
Time: 6:00 P.M.

Location: Surprise City Hall
Council Chambers

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Sep 11, 2023 at 12:01:15 PM
N Sarival Rd
Surprise AZ 85374
United States

Notice of Public Hearing City of Surprise

Neighborhood Meeting

Date: August 30, 2023

Time: 6:00 P.M.

Location: Cimarron Springs
Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
Council Chambers
16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: November 21, 2023

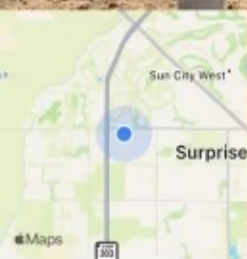
Time: 6:00 P.M.

Location: Surprise City Hall
Council Chambers

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Sep 11, 2023 at 12:00:46 PM
N Sarival Rd
Surprise AZ 85374
United States

Exhibit C

Neighborhood Meeting Summary & Attendee Sign-In Sheet

Meeting Minutes

Project Name: Artisan Loop 303
Project No.: 22-0652

Date: August 30, 2023

Meeting Location: Cimarron Springs Middle School
Meeting Date: August 30, 2023
Meeting Time: 6:00 – 7:00 PM

Development Team Attendees:

David Hughes	EPS Group	david.hughes@epsgroupinc.com
Kent Baker	City to City CRE	kbaker@citytocitycre.com

Public Attendees:

See attached attendance list.

Meeting Summary:

A neighborhood meeting was held at the above listed date, time and place to discuss a proposed Rezone request for a townhome community development, located at the southwest corner of Bell Road and Sarival Avenue within Surprise, Arizona. Only one resident attended the meeting. The Development Team hosted the meeting with an open Question & Answer session, in which the public member was able to ask questions and give comments. The resident's comments and concerns are described below:

The attendee had no concerns and was not opposed to the project, but asked various general questions about the proposed development which were answered by the development team. The questions were mostly related to the type and size of product being proposed and the amenities being provided.

Conclusion:

The meeting was adjourned at 6:20 PM when no other questions or comments were requested.

The above is the author's recollection of items discussed and the decisions reached. If there are any corrections or additions to be made, please contact the author. These meeting notes shall become part of the project file.

Sign - In Sheet
Artisan Communities - Townhome Project
Bell & Sarival

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>
KENT BAKER				
David Hughes				
Andy Depon				

AFFIDAVIT OF POSTING

Application No: FS23-0409
Applicant Name: EPS Group, Inc.
Location: S of SWC Bell Rd & Sarival Ave
Date Site Posted: 9/11/2023

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

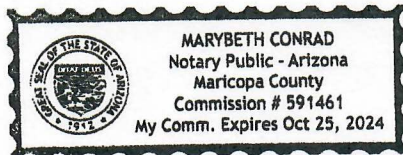
Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on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

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

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

Meghan Liggett 9/11/2023
Applicant/Representative Signature Date

This instrument was acknowledged before me on 9/11/2023, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Marybeth Conrad
Notary Public
10-25-24
My commission expires

Return completed and notarized affidavit and all relevant photos to the Planning and Zoning Department at least fifteen (15) days prior to the scheduled meeting(s).

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: August 30, 2023

Time: 6:00 P.M.

Location: Cimarron Springs
Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
Council Chambers
16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: November 21, 2023

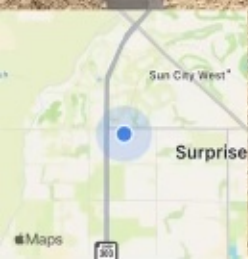
Time: 6:00 P.M.

Location: Surprise City Hall
Council Chambers

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Sep 11, 2023 at 11:59:30 AM
N Sarival Rd
Surprise AZ 85374
United States

Notice of Public Hearing City of Surprise

Neighborhood Meeting

Date: August 30, 2023

Time: 6:00 P.M.

Location: Cimarron Springs

Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: Surprise City Hall

Council Chambers
16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: November 21, 2023

Time: 6:00 P.M.

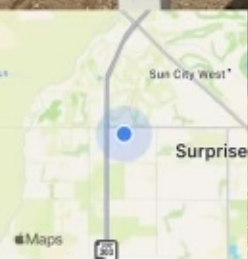
Location: Surprise City Hall

Council Chambers

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Sep 11, 2023 at 11:59:45 AM
16644-16698 N Sarival Rd
Surprise AZ 85374
United States

Notice of Public Hearing City of Surprise

Neighborhood Meeting

Date: August 30, 2023

Time: 6:00 P.M.

Location: Cimarron Springs
Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
Council Chambers
16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: November 21, 2023

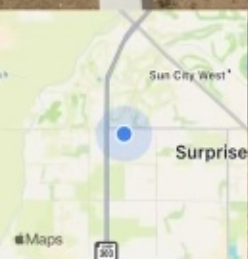
Time: 6:00 P.M.

Location: Surprise City Hall
Council Chambers

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Sep 11, 2023 at 12:01:15 PM
N Sarival Rd
Surprise AZ 85374
United States

Notice of Public Hearing City of Surprise

Neighborhood Meeting

Date: August 30, 2023

Time: 6:00 P.M.

Location: Cimarron Springs
Middle School Cafeteria
17032 W Surprise Farms Loop S
Surprise, AZ 85388

Planning & Zoning

Date: October 19, 2023

Time: 6:00 P.M.

Location: Surprise City Hall
Council Chambers
16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: November 21, 2023

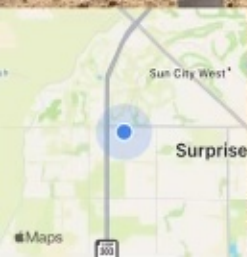
Time: 6:00 P.M.

Location: Surprise City Hall
Council Chambers

Case Number: FS23-0409

PROJECT DESCRIPTION: Surprise Planning Case FS23-0409; Rezone of approximately 3.21 acres from Rural Residential (RR) to Residential High Density (R-3).

For more information, call: 623-222-3011 www.Surpriseaz.gov



Sep 11, 2023 at 12:00:46 PM
N Sarival Rd
Surprise AZ 85374
United States

ORDINANCE # 2023-29

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM RURAL RESIDENTIAL (RR) TO RESIDENTIAL HIGH DENSITY (R-3) FOR ARTISAN LOOP 303, GENERALLY LOCATED SOUTH OF THE SOUTHWEST CORNER OF BELL ROAD AND SARIVAL AVENUE.

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

WHEREAS, the subject site is located south of the southwest corner of Bell Road and Sarival Avenue;

WHEREAS, the subject site is approximately 3.21 acres and is currently zoned Rural Residential (RR);

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

WHEREAS, the proposed Rezone to Residential High Density (R-3), satisfies the requirements set forth in the City of Surprise Land Development Ordinance;

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

WHEREAS, on October 19, 2023, the Planning and Zoning Commission recommended that the Artisan Loop 303 rezone be approved.

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

Section 1. Rezoning. The parcel legally described on **Exhibit A** and depicted on **Exhibit B**, known as “Artisan Loop 303,” is rezoned from Rural Residential (RR) to Residential High Density (R-3) subject to the following stipulations:

- a. Development and use of the site shall be consistent with the narrative entitled “Artisan Loop 303” dated August 16, 2023.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

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

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

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

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

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

PASSED AND ADOPTED this _____ day of _____ 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF THE ARTISAN LOOP 303

Legal Description
Lot C, New Song Church Final Plat
Rezoning

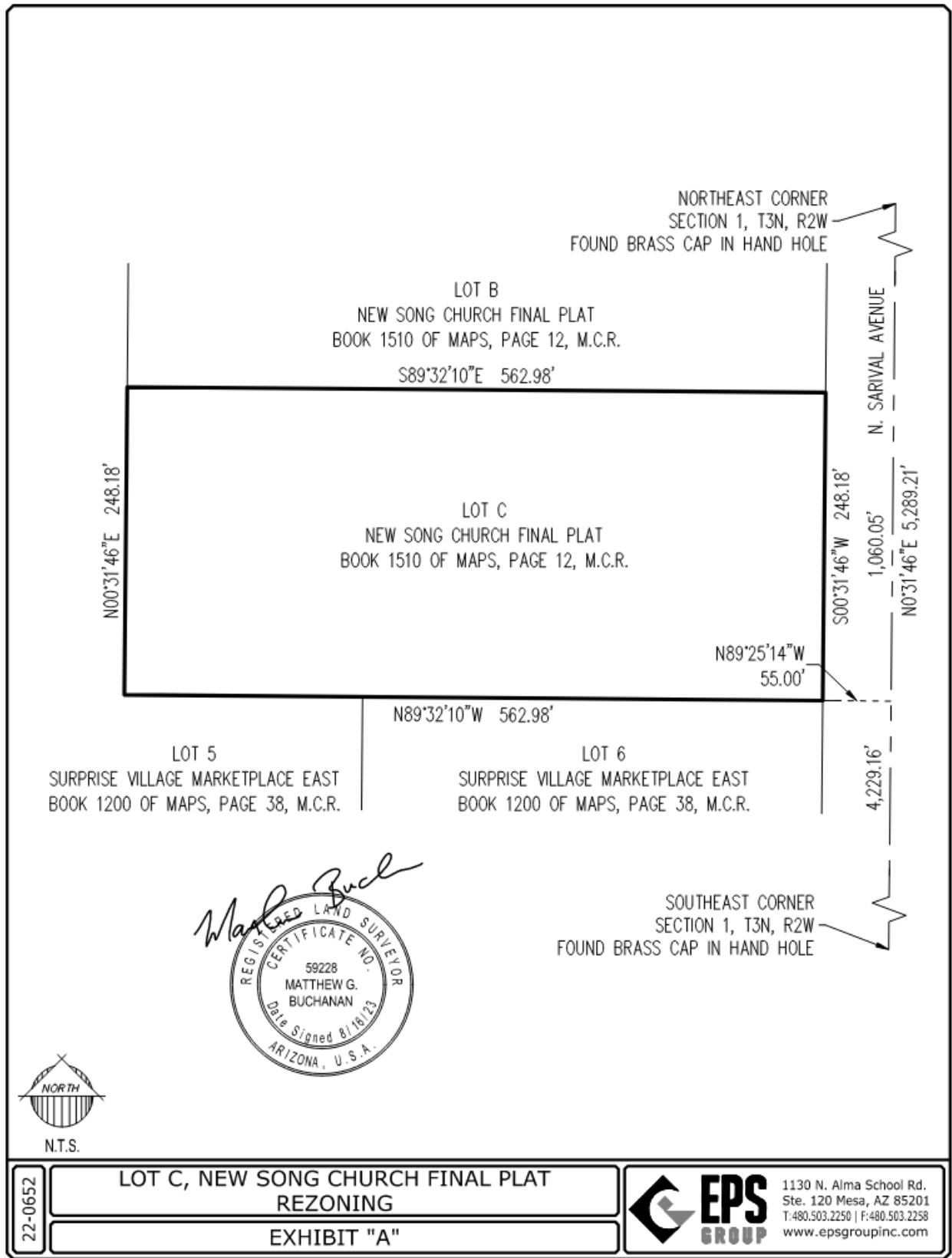
Job No. 22-0652

August 16, 2023

Lot "C", of NEW SONG CHURCH FINAL PLAT, according to Book 1510 of Maps, Page 12, records of Maricopa County, Arizona.



EXHIBIT B
DEPICTION OF THE ARTISAN LOOP 303





FS23-0409

Artisan Loop 303

Rezone

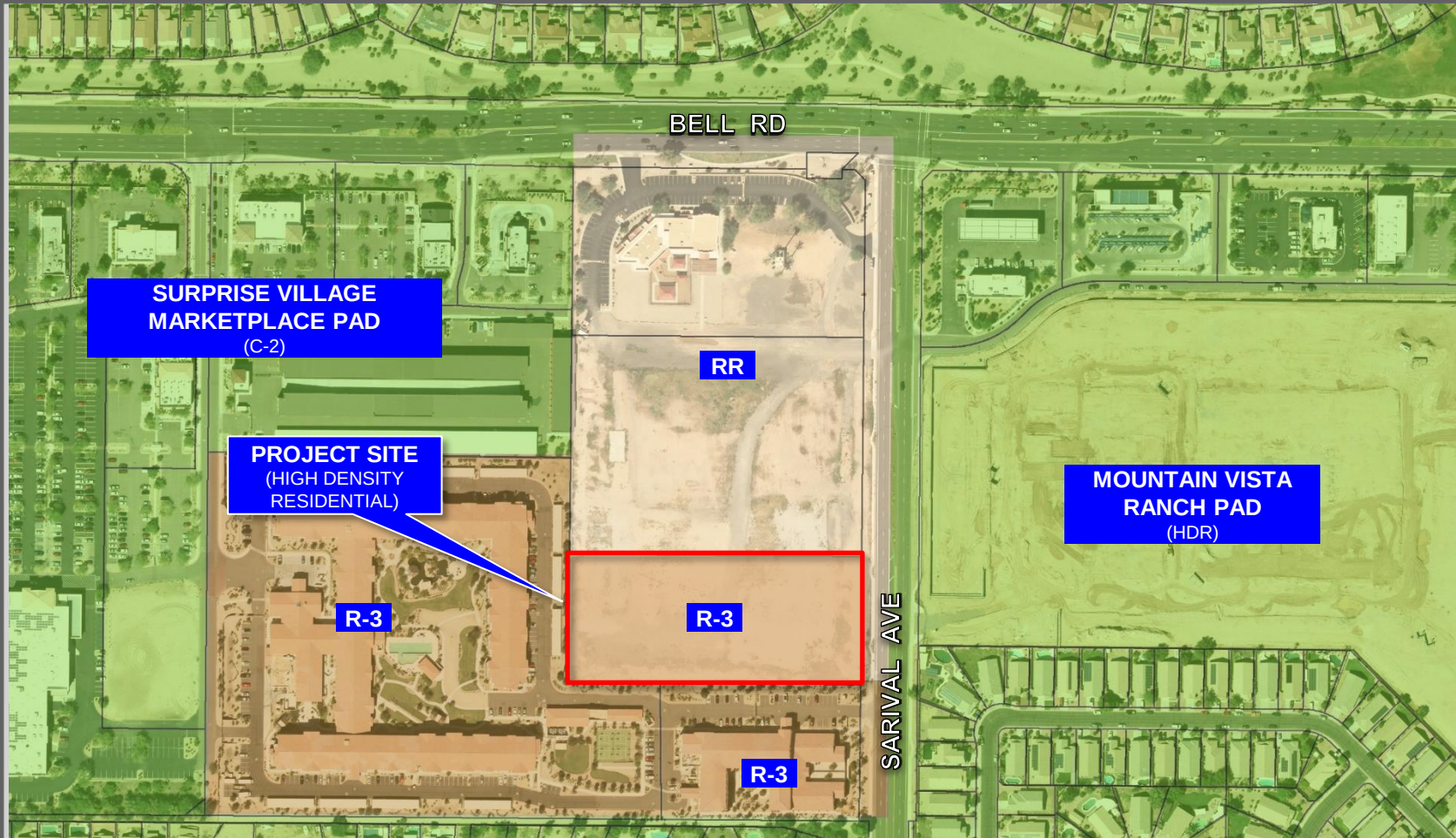
City Council
November 21, 2023

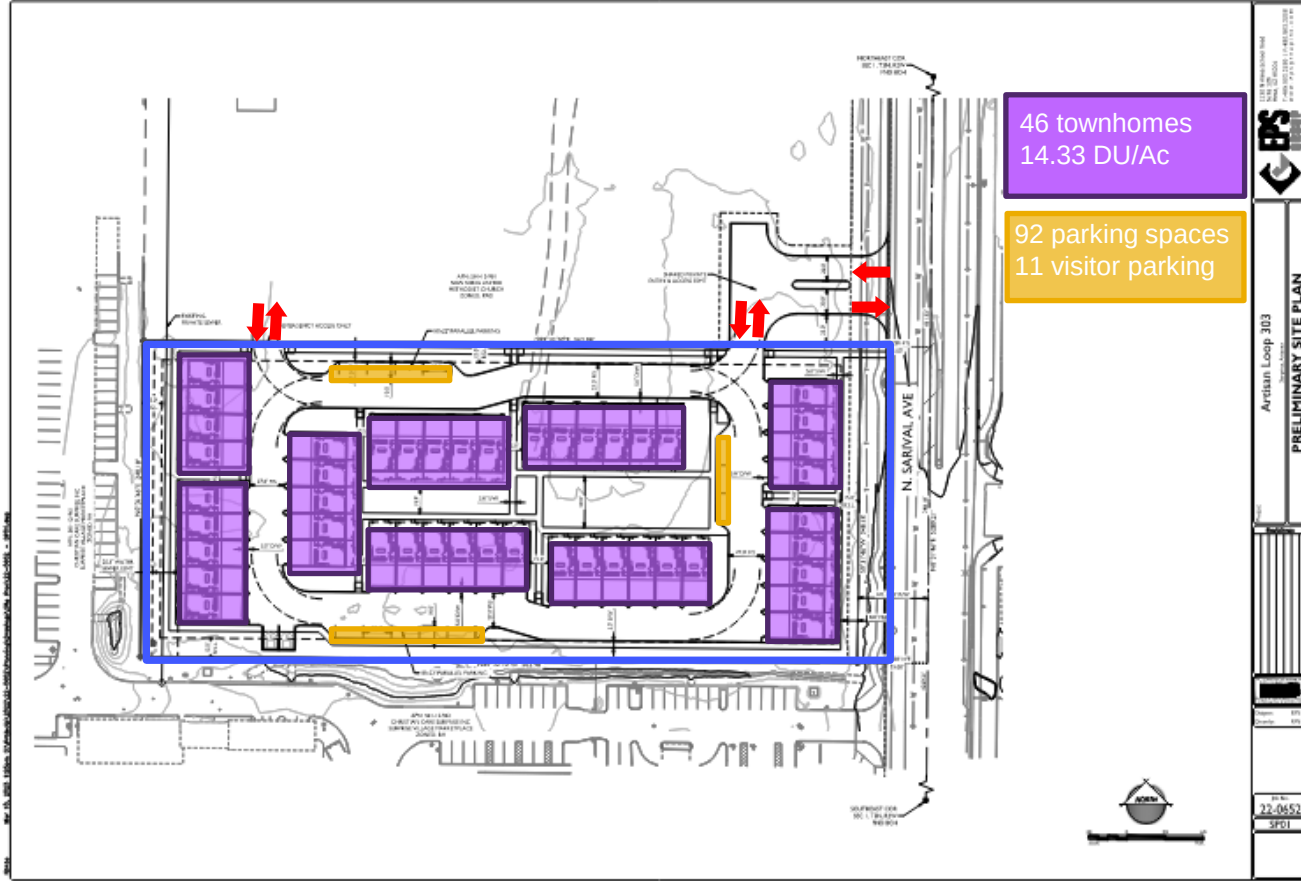
- **June 20, 1984:** The parcel was annexed into the City under Ordinance 84-03.
- **February 18, 2020:** City Council approved a final plat to configure the subject parcel along with the two lots north of the site under case, FS17-621.
- **October 21, 2021:** A Concept Review meeting was held under case, CR21-566.
- **May 16, 2023:** The applicant filed a request for a Zone Change under the subject case, FS23-0409.
- **August 30, 2023:** The applicant held an Outreach Meeting to discuss the project.
- **October 19, 2023:** Planning and Zoning Commission recommend approval to City Council.





FS23-0409 EXISTING ZONING





FS23-0409 CONCEPTUAL SITE PLAN



Outreach

Neighborhood Meeting

- August 30, 2023
- 1 attendee

Questions: number of stories, access points, size of units, amenities

Correspondence via email/phone

- Question: number of units, traffic

Planning & Zoning Commission recommendation:

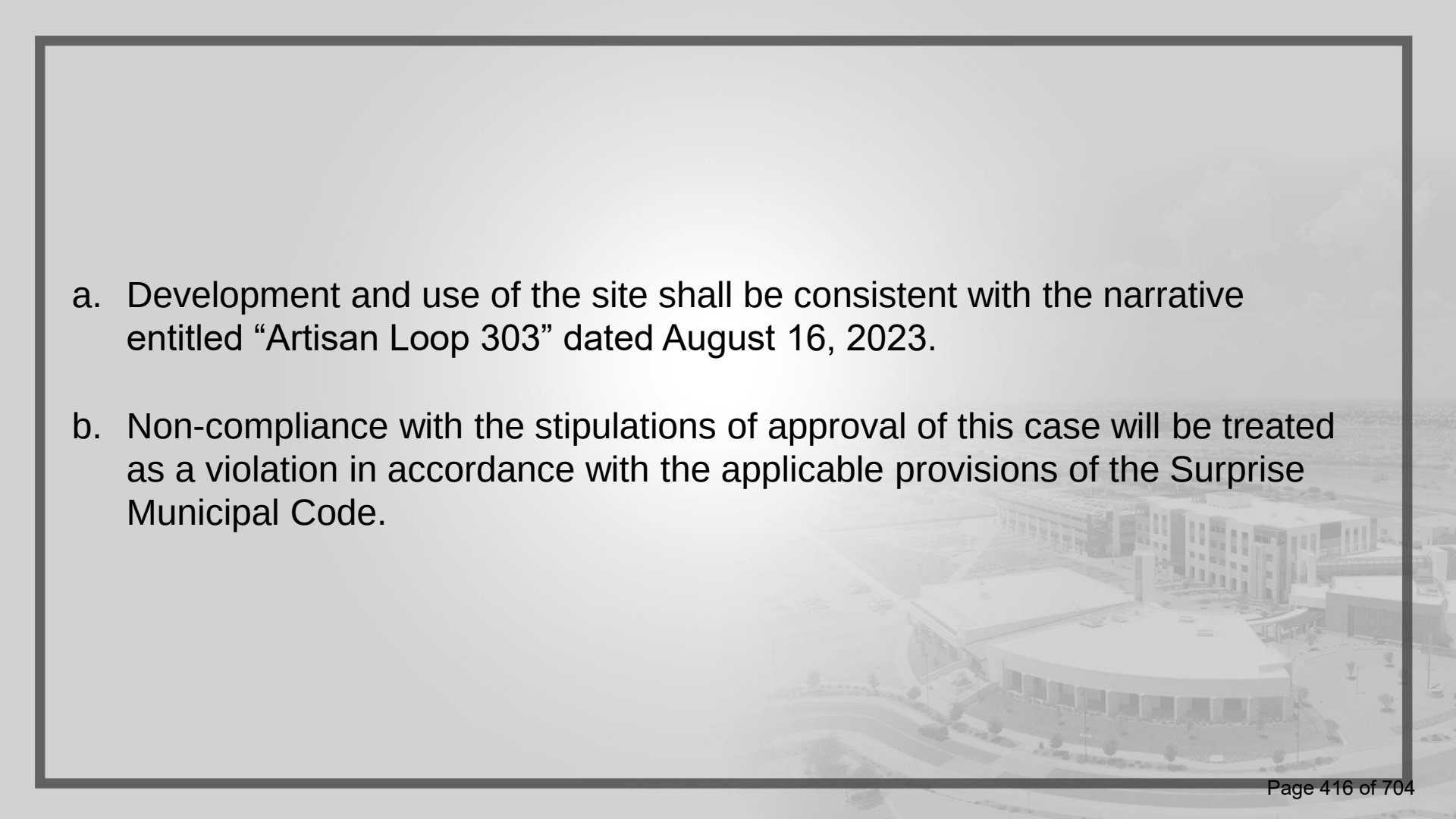
Approve subject to stipulations 'a' and 'b'



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

- 
- a. Development and use of the site shall be consistent with the narrative entitled “Artisan Loop 303” dated August 16, 2023.
 - b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 4

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 262531, requested by Charlandra Coreen Thompson, for ATL Wings for Series 12 Liquor License. ATL Wings is located at 13732 W Bell Road #2, Surprise, AZ 85374.

Motion:

I move to recommend approval of application No. 262531 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for a new Series 12 liquor license for ATL Wings located at 13732 W. Bell Road #2, Surprise, Arizona 85374. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

The application has also been disseminated to the Community Development Department, Finance Department, Surprise Police Department, and Surprise Fire and Medical Department for review. Those departments have submitted memoranda which are attached to this item.

Objective Analysis:

Pursuant to state law, the City Council shall enter an order recommending approval or disapproval within sixty days after the filing of the application and shall file a certified copy of the order with the director. If the City Council recommends approval of the license a hearing before the state Liquor License Board is not required unless the director, the board or any aggrieved party requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval shall be attached to the order and the state Liquor License Board will hold a hearing.

Policy Compliant:

The Liquor License process is controlled by state law. The steps taken by the City Clerk's Office and

this public hearing comply with, and fulfill the City's legal obligation under, applicable state law.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. CD - ATL WINGS REPORT
 2. Police - ATL Wings Series 12
 3. ATL WINGS MAP
 4. Finance - ATL Wings - 13732 W Bell Rd #2
 5. Fire - 13732 W Bell Rd Ste 2 ATL Wings Liquor License
-



COMMUNITY DEVELOPMENT DEPARTMENT

Date: November 7, 2023
To: Charles Vasquez, Deputy City Clerk
From: Lloyd Abrams, Community Development Director
By: James Stewart, Zoning Specialist
Re: Liquor License Application for:

Agent, Charlandra Coreen Thompson
ATL Wings
13732 W. Bell Road, Surprise, Arizona 85374

New Series 12 (New Application – Restaurant) – Application # 262531

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

1. Red Lobster #6288 (Series 12) – 13709 W. Bell Rd.
2. Olive Garden #1627 (Series 12) – 13379 W. Grand Ave.
3. Target #1335 (Series 10) – 13731 W. Bell Rd.
4. Sprouts Farmers Market # 12 (Series 10) – 13759 W. Bell Rd.
5. Haldi Indian Cuisine (Series 12) New License – 13761 W. Bell Rd. #B213
6. Chili's Grill & Bar #1153 (Series 12) – 13765 W. Bell Rd.
7. Cobblestone Auto Spa & Market (Series 10) – 13811 W. Bell Rd.
8. State 48 Brewery (Series 3 & 12) – 13823 W. Bell Rd.
9. Irish Wolfhound Restaurant & Pub (Series 6) – 16811 N. Litchfield Rd. #102-104
10. Rio Mirage Cafe (Series 12) – 13863 W. Bell Rd.
11. Chipotle Mexican Grill #0898 (Series 12) – 13869 W. Bell Rd. #107
12. Circle K Store #2741641 (Series 10) – 13908 W. Bell Rd.
13. New York Pizza Dept. (Series 12) – 13980 W. Bell Rd. (Expired)
14. Buffalo Wild Wings (Series 12) – 13882 W. Bell Rd.
15. China Buffet #17119 (Series 12) – 17119 N. Litchfield Rd. #20
16. Uni Sushi & Steak (Series 12) – 17191 N. Litchfield Rd. #40
17. A to Z Polish Market (Series 10) – 17221 N. Litchfield Rd. #50
18. Player 1 Arcade (Series 7) – 17239 N. Litchfield Rd. #60
19. Tacos Califia (Series 12) – 17239 N. Litchfield Rd. #68
20. Wal-Mart Supercenter #2777 (Series 9) – 13770 W. Bell Rd.
21. Applebee's (Series 12) – 13756 W. Bell Rd.
22. Biscuits Café (Series 12) – 13752 W. Bell Rd.
23. Streets of New York #23 (Series 12) – 13736 W. Bell Rd. (Expired)
24. Tom Yum (Series 12) – 13736 W. Bell Rd. #2
25. Fresh Wasabi Sushi & Grill (Series 12) – 13732 W. Bell Rd. #2 (Expired)

26. Pizza Hut # 27003 (Series 10) – 13706 W. Bell Rd. #116

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

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

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

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

REFERENCE:

DATE: November 7, 2023

APPLICATION NUMBER: 262531

NEW APPLICATION: Series 12

APPLICANT:

ATL Wings

13732 W. Bell Road #2

Surprise, Arizona 85374

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***

ATL Wings is an established fast-casual family restaurant, specializing in buffalo wings and sides, serving lunch and dinner. The restaurant seating capacity is 32 persons, with no designated bar area. The market is people of all ages from the greater Surprise area and surrounding communities.

- 2) ***Effect of vehicular traffic in close proximity.***

This liquor license acquisition will have no effect on vehicular traffic.

- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***

Since ATL Wings has been open for the past approximate two years, there have been no calls for service here other than an unfounded welfare check. There have been some calls for theft and fraud and some of the other retail stores in the immediate plaza.

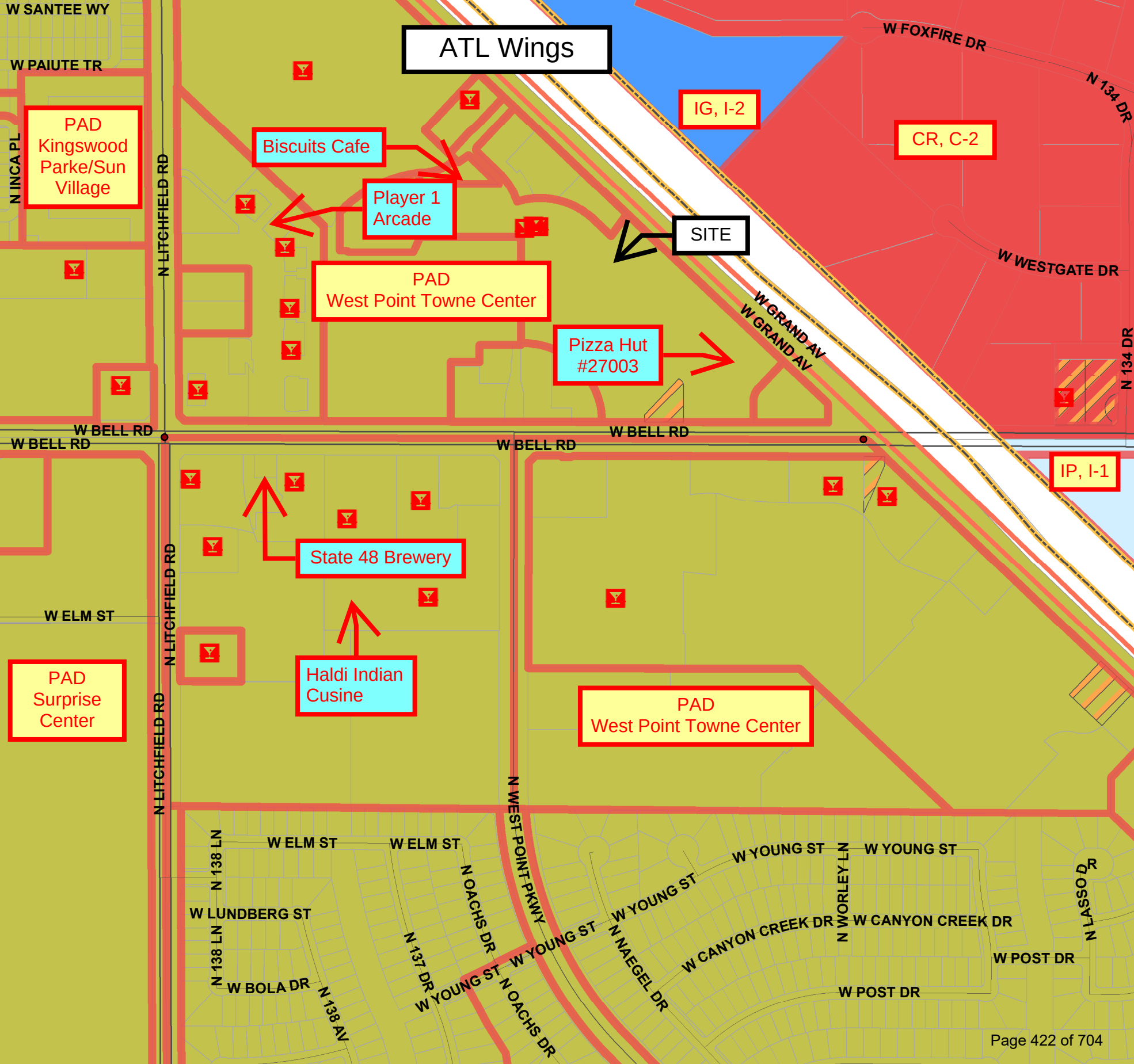
- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in proximity.***

ATL Wings hours are from 11 AM to 9 PM every day with the exception of Sundays when it closes at 7 PM. There are multiple other stores and restaurants in the Surprise Town Center shopping plaza with some of three of the restaurants having series 12 licenses. They are Applebee's, which closed at midnight on the weekends and Tom Yum Restaurant, which closes at 10 PM every night. There is also a Biscuits breakfast restaurant that closes by 2 PM every day. The other businesses in the plaza close by 10 PM.

- 5) ***Appropriateness of requested license.***

The series 12 license is appropriate for ATL Wings per Arizona State law.

Submitted by Officer C. E. Tovar #2059





MEMO

Date: 10/18/2023

To: Sherry Aguilar, City Clerk
Charles Vasquez, Deputy City Clerk

From: Courtnee Chavez, Business Compliance Specialist

RE: Liquor License Application – ATL Wings - 13732 W Bell Rd #2

Business License Status:

- ☐ Application link emailed on .
- ☐ License # , current and valid for .
- ☒ Applied for license but is still pending and waiting on customer to provide additional information or documents.



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



October 23, 2023

To: Charles Vasquez
From: Keith Tanner, Fire Marshal
Subject: Liquor License Application
Applicant: ATL Wings
13732 W Bell Rd, #2
Surprise, AZ 85374

On October 19th, 2023, a fire inspection for a liquor license application at the above referenced location was conducted to ensure compliance with the applicable fire codes within the tenant space.

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

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

If you have any questions feel free to contact me.

Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023
Submitting Department: Arts, Culture & Library
Department
Staff Recommendations:

Contact Person: Julie Akerly, Acting Director
District: Citywide

Consent: No	Regular: Yes	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action amending the Fiscal Year 2024 budget by moving authority in the amount of \$735,000 from general contingency to the Municipal Arts Fund for artwork acquisition, maintenance, and administration; Resolution #2023-119.

Motion:

I move to approve Resolution #2023-119.

Background:

The Surprise City Council approved and adopted Ordinance #2016-13, on or about August 2, 2016, to establish the *One and One-Third Percent For Public Art Program*, which dedicates 1 and 1/3% of the total costs of applicable City capital projects to fund the acquisition of artworks, maintenance, and administration of the public art program.

Objective Analysis:

This action will transfer budget authority to the Municipal Arts Fund per the One and One-Third Percent for Public Art Program Ordinance for the acquisition of artworks, maintenance, and administration of the public art program. The mission of the Arts, Culture & Library department is to enhance the quality of life for City of Surprise residents and visitors through the implementation of art in the community, the celebration of diversity while fostering an inclusive environment, and engaging the community through intentional collaboration opportunities. This action will support the department mission.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

This action will allow for the one-time expenditure of \$735,000 for the acquisition of artworks, maintenance, and administration of the public art program.

Budget Impact:

This action will move budget authority in the amount of \$735,000 from general contingency to the

Municipal Arts Fund. \$25,000 will be moved to establish project R53010 for Utility Box Artwork throughout the city. \$620,000 will be moved to establish project R53020 Multi-Generational Center Art including fence artwork, glass wall artwork, and an outdoor sculpture. \$30,000 will be moved to establish project R53030 Community Pool Art for a painted mural. Lastly, a budget of \$30,000 will be established for maintenance and \$30,000 for public art administration & education. This action represents a transfer of budget authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. FY24 MAF Resolution-Budget Amendment CAAL Impact FY24
 2. PACKET FY24 MAF Budget Amendment
 3. FY24 Percent for Art Plan
 4. SACAC Meeting Minutes
-

RESOLUTION # 2023-119

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$735,000 FROM GENERAL CONTINGENCY TO THE MUNICIPAL ARTS FUND FOR ACQUISITION OF ART AND ADMINISTRATION OF PUBLIC ART, MAINTENANCE, AND AMENDING THE FISCAL YEAR 2024 CONTRACT AWARDING AUTHORITY LIST TO INCLUDE THE MULTIGENERATIONAL CENTER ART ITEM IN THE AMOUNT OF \$620,000.

WHEREAS, the Surprise City Council approved and adopted Ordinance #2016-13, on or about August 2, 2016, to establish the One and One-Third *Percent For Public Art Program*, which dedicates one and one-third percent of the City's budgeted eligible capital project funds for the acquisition of artworks and administration of the public art program;

WHEREAS, the FY24 budget amendment will support the acquisition of artworks project R53020 Multi-Generational Center Art, project R53030 Community Pool Art, project R53010 Utility Box Art, and provide budget authority for maintenance of artworks, and the education and administration of the public art program;

WHEREAS, the FY2024 budget, including the FY2024 Contract Awarding Authority List, was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, this action will necessitate a budget amendment;

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

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.

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the Fiscal Year 2024 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-119**Exhibit A**

1. Appropriation- This action will move budget authority in the amount of \$735,000 from general contingency to the Municipal Arts Fund. \$25,000 will be moved to establish project R53010 for Utility Box Artwork throughout the city. \$620,000 will be moved to establish project R53020 Multi-Generational Center Art including fence artwork, glass wall artwork, and an outdoor sculpture. \$30,000 will be moved to establish project R53030 Community Pool Art for a painted mural, and a budget of \$30,000 will be established for maintenance and \$30,000 for the administration and education of public art. This action represents a transfer of budget authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	77,694,400	(735,000)	76,959,400
Municipal Art Fund	Arts, Culture & Library	#R53020 Multi-Generational Center Art	E	-	620,000	620,000
Municipal Art Fund	Arts, Culture & Library	#R53030 Community Pool Art	E	-	30,000	30,000
Municipal Art Fund	Arts, Culture & Library	#R53010 Utility Box Art	E	-	25,000	25,000
Municipal Art Fund	Arts, Culture & Library	Services	E	-	30,000	30,000
Municipal Art Fund	Arts, Culture & Library	Supplies	E	-	30,000	30,000
Expense Total				77,694,400	-	77,694,400
Revenue Total				-	-	-

RESOLUTION # 2023-119
Exhibit B

1. Contract Awarding Authority List (CAAL) –The Multigenerational Center Art project was not included when Council approved the FY2024 CAAL. A line in the amount of \$620,000 is being added for Multigenerational Center Art for the acquisition of fence artwork, interior glass wall artwork, and a public outdoor gathering space.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
24190	Multigenerational Center Art	\$0	\$620,000	\$620,000

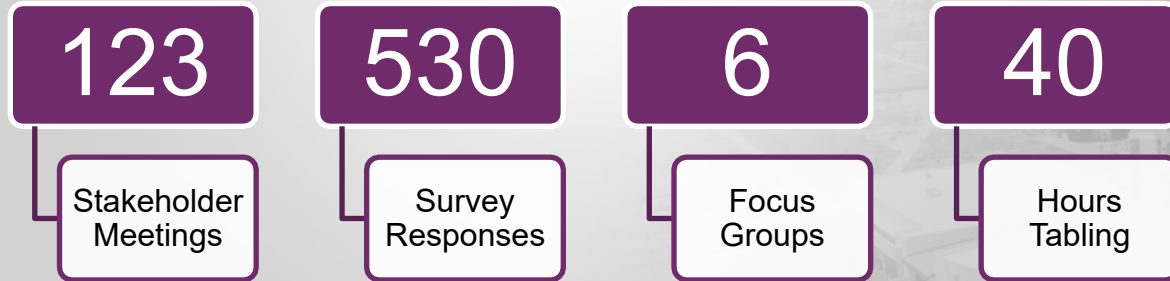


FY24 MUNICIPAL ARTS FUND BUDGET AMENDMENT

Arts, Culture, and Library Department
Arts and Culture Division

COMMUNITY INPUT

METHODS OF ENGAGEMENT



COMMUNITY INPUT

PUBLIC ART PRIORITIES

- Parks
- Community centers and libraries
- Projects for local artists
- Easily accessible
- City center/art corridor placemaking
- Neighborhoods

The map displays the Sun City West area in Arizona. Key features include:

- Communities:** Sun City Grand, Sun City West, El Mirage, Youngtown, and Waddell.
- Highways:** I-17 (Loop 60), I-19 (Loop 303), and I-17 (Loop 191).
- Roads:** W Jomax Rd, W Deer Valley Rd, W Bell Rd, W Greenway Rd, W Waddell Rd, W Cactus Rd, W Peoria Ave, N 130th Ave, N 119th Ave, N 117th Ave, N 115th Ave, N 113th Ave, N 111th Ave, N 109th Ave, N 107th Ave, N 105th Ave, N 103rd Ave, N 101st Ave, N 99th Ave, N 97th Ave, N 95th Ave, N 93rd Ave, N 91st Ave, N 89th Ave, N 87th Ave, N 85th Ave, N 83rd Ave, N 81st Ave, N 79th Ave, N 77th Ave, N 75th Ave, N 73rd Ave, N 71st Ave, N 69th Ave, N 67th Ave, N 65th Ave, N 63rd Ave, N 61st Ave, N 59th Ave, N 57th Ave, N 55th Ave, N 53rd Ave, N 51st Ave, N 49th Ave, N 47th Ave, N 45th Ave, N 43rd Ave, N 41st Ave, N 39th Ave, N 37th Ave, N 35th Ave, N 33rd Ave, N 31st Ave, N 29th Ave, N 27th Ave, N 25th Ave, N 23rd Ave, N 21st Ave, N 19th Ave, N 17th Ave, N 15th Ave, N 13th Ave, N 11th Ave, N 9th Ave, N 7th Ave, N 5th Ave, N 3rd Ave, N 1st Ave, N 0th Ave, N -1st Ave, N -3rd Ave, N -5th Ave, N -7th Ave, N -9th Ave, N -11th Ave, N -13th Ave, N -15th Ave, N -17th Ave, N -19th Ave, N -21st Ave, N 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The map displays the Sun City West area in Arizona, characterized by a grid of streets and numerous green and red dots. Major roads include W Jomax Rd, W Deer Valley Rd, W Peoria Ave, N 15th Ave, N 17th Ave, and N 19th Ave. The map is divided into sections labeled Sun City Grand, Sun City West, and El Mirage. Key landmarks include the Trilogy Golf Club at Vistancia and the Agua Fria River. The map shows a high density of green dots in the central and western parts of the area, and a cluster of red dots in the eastern part, near the river. The map also shows the distribution of homes across different street grids, with a higher concentration of homes in the central and western parts of the area.

FY24 Percent for Art Plan

Project	Start	End	Scale	Strategic Implementation
Parks Community Pool	FY 2024	FY 2025	Small	Prioritize art works and programs located in parks and areas of the city that do not currently have works of art
Traffic Cabinets Bell Rd	FY 2024	FY 2025	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
Community Center MGCRC – Exterior	FY 2024	FY 2026	Large	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
Community Center MGCRC – Fencing	FY 2024	FY 2025	Small	Deepen and expand partnerships with local schools to ensure public art and educational opportunities for students and artists
Community Center MGCRC – Interior Wall	FY 2024	FY 2026	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers

FY24 BUDGET AMENDMENT

Traffic Cabinets – Bell Rd	\$25,000
Parks – Community Pool	\$30,000
Community Center - MGCRC	\$620,000
Maintenance	\$30,000
Administration & Education	\$30,000
Total Cost if Approved	\$735,000
Municipal Art Fund Balance	\$1,514,989.48
Municipal Art Fund Balance if Approved	\$779,989



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

Percent for Art

5 Year Plan (FY 2024-2028)

FY 2023 COMPLETED PROJECTS



Bloom Where You're Planted

Location: Surprise Community Park
Type: Outdoor Sculpture
Material: stainless steel, bronze (metal), aluminum (metal), LEDs
Artist: Brad Oldham and Christy Coltrin

A mirror-polished stainless steel majestic saguaro cactus that honors the area's natural origins. A cluster and ribbon of white blooms and green buds trail down the saguaro's body to capture the cactus in its spring bloom, evoking a feeling of strength and new beginnings.

FY 2024 IN-PROGRESS PROJECTS



Bounce and Swing

Location: Surprise Stadium
Artist: RSP Architects

Artists have designed two iconic pieces that will welcome visitors to the Surprise Spring Training Stadium at the first and third base entrances. The concepts celebrate the sport of baseball, while also honoring Surprise's history. This project is currently under Conceptual and Building Permit Review.

FY 2024 PROPOSED PROJECTS

Traffic Cabinet Artwork

Type of art: Digital vinyl prints

Eligibility: West Valley artists, artist teams, and educational institutions

Scale: Small

Selection Process: 10 artists selected by community panel through an RFQ

Location: 10 traffic cabinets at Bell Rd. intersections

Budget: \$25,000

Parks - Community Pool

Type of art: 2D painted mural

Eligibility: Arizona artists, West Valley artists strongly encouraged to apply

Scale: Small

Selection Process: 1 artist selected by community panel through an RFQ

Location: New community pool located at 175th Ave and Paradise Lane

Budget: \$30,000

Community Center - MGCRC Construction Fencing

Type of art: Digital vinyl print

Eligibility: Partnership with local school

Scale: Small

Selection Process: Partnership with local school

Location: Multigenerational Community Resource Center located at N Hollyhock St and W Santa Fe Dr

Budget: \$10,000

Community Center - MGCRC Interior Gym Walls

Type of art: Digital vinyl print

Eligibility: West Valley artists

Scale: Small

Selection Process: 1 artist selected by community panel through an RFQ

Location: New Multigenerational Center located at N Hollyhock St and W Santa Fe Dr

Budget: \$10,000

Community Center - MGCRC Outdoor Gathering Space

Type of art: 3D sculpture

Eligibility: Established artists in the United States with experience working with building design teams

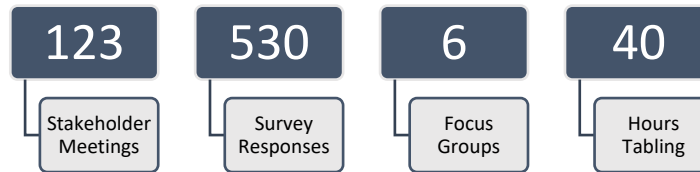
Scale: Large

Selection Process: 1 artist selected by community panel through and RFQ and RFP

Location: New Multigenerational Community Resource Center located at N Hollyhock St and W Santa Fe Dr

Budget: \$600,000

COMMUNITY INPUT

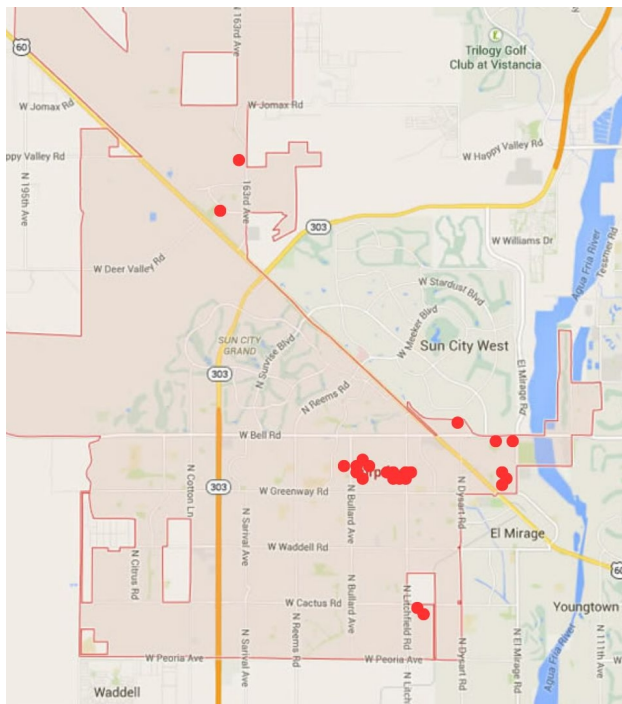


The percent for art plan is based off of input from community members gathered through surveys, stakeholder meetings, focus groups, and discussions with the Surprise Arts and Cultural Advisory Commission. Based on community input, the priorities for the Percent for Art Plan over the next 5 years include:

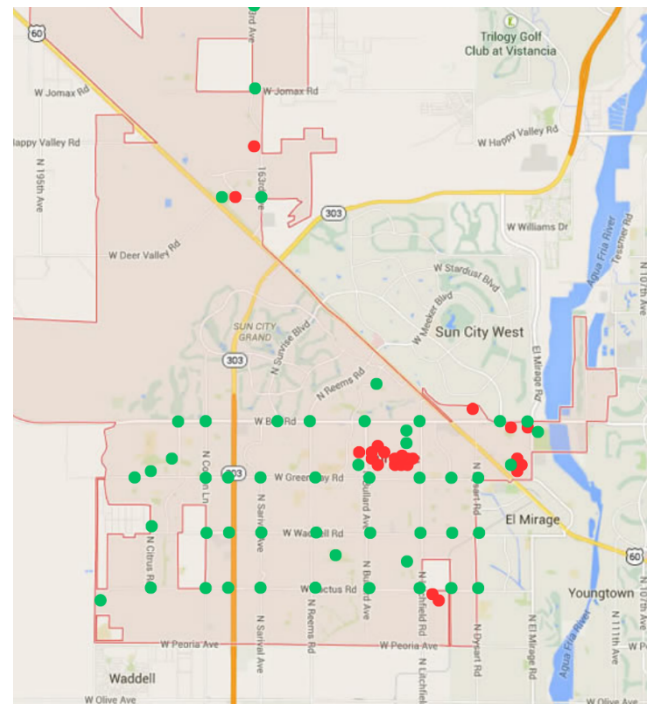
- Parks
- Community centers and libraries
- Projects for local artists
- Easily accessible
- City center/art corridor placemaking
- Neighborhoods

LOCATIONS

Current Works of Art Locations



5-Year Plan Works of Art Locations



5-YEAR PERCENT FOR ART PLAN

Project	Start	End	Scale	Strategic Implementation
City Center Bounce and Swing	FY 2022	FY 2025	Large	Plan for signature artworks throughout the city including identifiers at cultural hubs and entrances to neighborhoods
Parks Community Pool	FY 2024	FY 2025	Small	Prioritize art works and programs located in parks and areas of the city that do not currently have works of art
Traffic Cabinets Bell Rd	FY 2024	FY 2025	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
Community Center MGCRC – Exterior	FY 2024	FY 2026	Large	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
Community Center MGCRC – Fencing	FY 2024	FY 2025	Small	Deepen and expand partnerships with local schools to ensure public art and educational opportunities for students and artists
Community Center MGCRC – Interior Wall	FY 2024	FY 2026	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
Park Dick McComb	FY 2025	FY 2026	Large	Prioritize art works and programs located in parks and areas of the city that do not currently have works of art
Library Asante	FY 2025	FY 2025	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
Community Center Family Resource Center	FY 2025	FY 2027	Large	Prioritize art works and programs located in parks and areas of the city that do not currently have works of art
Traffic Cabinets Cactus Rd	FY 2025	FY 2025	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
Park Asante	FY 2026	FY 2027	Large	Prioritize art works and programs located in parks and areas of the city that do not currently have works of art
Library Regional	FY 2026	FY 2026	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
City Center Parking Garage	FY 2026	FY 2028	Large	Plan for signature artworks throughout the city including identifiers at cultural hubs and entrances to neighborhoods
Traffic Cabinets 163 rd Ave	FY 2026	FY 2026	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
Park Veramonte	FY 2027	FY 2028	Large	Prioritize art works and programs located in parks and areas of the city that do not currently have works of art
Community Center MGCRC - Interior	FY 2027	FY 2028	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
Neighborhoods Public Art Grant Pilot	FY 2027	FY 2029	Small	Create incentives in neighborhoods and HOAs to increase arts and culture access and services in parks and neighborhoods
City Center Civic Center Pkwy	FY 2027	FY 2029	Large	Plan for signature artworks throughout the city including identifiers at cultural hubs and entrances to neighborhoods
Traffic Cabinets Greenway Rd	FY 2027	FY 2027	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
Park Original Townsite	FY 2028	FY 2029	Large	Prioritize art works and programs located in parks and areas of the city that do not currently have works of art
Library Asante	FY 2028	FY 2029	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers
Neighborhoods Public Art Grant	FY 2028	FY 2030	Small	Create incentives in neighborhoods and HOAs to increase arts and culture access and services in parks and neighborhoods
City Center Elm St	FY 2028	FY 2030	Large	Plan for signature artworks throughout the city including identifiers at cultural hubs and entrances to neighborhoods
Traffic Cabinets Waddell Rd	FY 2028	FY 2028	Small	Create public art opportunities for local artists on roadways and in community facilities such as libraries and community centers

MUNICIPAL ART FUND BUDGET PROJECTIONS

Below are projected revenues and budgeted expenses for the Municipal Arts Fund from FY24-FY28. This will be revisited annually when CIP projects are approved, and revenues are confirmed for each year. Some key things that will impact the budget plan include:

- Increase or decrease in City Council approved CIP projects
- Changes or disruptions in construction timelines and schedules of CIP projects
- New opportunities for park improvements, community projects, or CIP projects that would be good locations for artworks

PROJECTED EXPENDITURES		
FY 24	\$ 30,000	Parks - Community Pool
	\$ 620,000	Community Center - MGCRC
	\$ 25,000	Traffic Cabinets - Bell Rd
	\$ 30,000	Administration & Education
	\$ 30,000	Maintenance
TOTAL EXPENDITURES	\$ 735,000	
NET	\$ 412,900	
FUND BALANCE	\$ 412,900	
FY 25	\$ 200,000	Parks - Dick McComb
	\$ 10,000	Library - Asante
	\$ 300,000	Community Center - Family Resource Center
	\$ 25,000	Traffic Cabinets - Cactus Rd
	\$ 50,000	Administration & Education
	\$ 75,000	Maintenance
TOTAL EXPENDITURES	\$ 660,000	
NET	\$ 582,900	
FUND BALANCE	\$ 995,800	
FY 26	\$ 200,000	Parks - Asante
	\$ 10,000	Library - Regional
	\$ 300,000	City Center - Parking Garage
	\$ 25,000	Traffic Cabinets - 163rd Ave
	\$ 50,000	Administration & Education
	\$ 75,000	Maintenance
TOTAL EXPENDITURES	\$ 660,000	
NET	\$ (78,100)	
FUND BALANCE	\$ 917,700	

FY 27	\$ 200,000	Parks - Veramonte
	\$ 10,000	Community Center - MGCRC
	\$ 20,000	Neighborhoods - Public Art Grant Pilot
	\$ 800,000	City Center - Civic Center Median
	\$ 25,000	Traffic Cabinet - Greenway Rd
	\$ 50,000	Administration & Education
	\$ 75,000	Maintenance
TOTAL EXPENDITURES	\$ 1,180,000	
NET	\$ (248,700)	
FUND BALANCE	\$ 669,000	

FY 28	\$ 200,000	Parks - OTS
	\$ 10,000	Library - Asante
	\$ 50,000	Neighborhoods - Public Art Grant
	\$ 700,000	City Center - Elm St
	\$ 25,000	Traffic Cabinets - Waddell Rd
	\$ 25,000	Administration & Education
	\$ 75,000	Maintenance
TOTAL EXPENDITURES	\$ 1,085,000	
NET	\$ (369,000)	
FUND BALANCE	\$ 300,000	

CITY OF SURPRISE
Arts and Cultural Advisory Commission
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Monday, August 7, 2023 @ 6:00 PM

Community Room

Meeting Minutes

A. Call to Order

B. Roll Call

Chair Rhiannon Miett, Vice-Chair Kathie Morgan, Commission members, Dr. Charlotte Pullins, Crystal Kupper, Margaret Lieu, Susan deJong, and Taylor Ingro.

Absent: None

Staff: Julie Akerly – Arts & Culture Manager, Heather Donaldson – Arts, Culture & Library Management Analyst, Sr., Kelsey Lamphier – Arts, Culture & Library Director, Bob Wingenroth – City Manager and Robert Wingo – City Attorney.

C. Pledge of Allegiance

D. Staff Reports

City Manager Wingenroth reported on the following items:

- Gratitude and appreciation of the Surprise Arts & Cultural Advisory Commission and all they do for our City

E. Arts and Cultural Advisory Commission Agenda

CALL TO THE PUBLIC:

None

REGULAR AGENDA ITEMS – NON PUBLIC HEARING:

1. Discussion and action pertaining to the selection of the Arts & Cultural Advisory Commission Chair.

Commissioner Miett moved to select Commissioner Kathie Morgan as Chair of the Arts & Cultural Advisory Commission. 7 Yes votes. Motion carried.

2. Discussion and action pertaining to the selection of the Arts & Cultural Advisory Commission Vice-Chair.

Commissioner deJong moved to select Commissioner Ingro as Vice-Chair of the Arts & Cultural Advisory Commission.

Commissioner Miett moved to select Commissioner Dr. Pullins as Vice-Chair of the Arts & Cultural Advisory Commission.

3 Yes votes (Morgan, Miett & Pullins) for Commissioner Dr. Pullins

4 Yes votes (Kupper, deJong, Lieu & Ingro) for Commissioner Ingro. Motion carried.

3. Consideration and action pertaining to the June 5, 2023 Arts & Cultural Advisory Commission meeting minutes.

Commissioner Miett moved to approve the June 5, 2023 Arts & Cultural Advisory Commission meeting minutes. Commissioner deJong 2nd. 4 Yes votes. Motion carried.

4. Discussion pertaining to the Arts & Cultural Advisory Commission retreat debrief.

Ms. Akerly asked the Commission to reflect on their thoughts and add any comments/suggestions regarding the Mission, Vision, Core Values of the Arts and Culture Division.

The Commission had the following comments/suggestions:

- Core Values don't need to be 5 C's
- Change the "Culture" Core Value to be "Cultural"
- Inclusion should be its own Core Value
- Include diversity language within the "Curiosity" Core Value

Ms. Akerly reviewed the Municipal Art Fund Budget Projections with the Commission and asked them to provide their comments/suggestions.

The Commission had the following comments/suggestions:

- We need more temporary art throughout the Surprise community
- Projections can be influenced by other factors besides the Community Survey
- Clarification of Neighborhood Art Grant projected for FY28 – Will require community building and relationship building – Will affect existing and new development differently
- How can we include the artists that reside in the Original Townsite

5. Presentation and Discussion of FY24 Percent for Art projects.

Ms. Akerly advised the Commission that there will be a budget amendment presented to Council for the FY24 Percent for Art projects. She discussed the following project ideas:

- Traffic cabinet artwork – Commissioners agree that these should align with roadway improvement plans and include the Core Values of the Arts and Culture Division as design inspiration
- Basketball court mural at new Community Pool/Fire Station project with corresponding theme as inspiration
- Multigenerational Center artwork – Options for temporary and permanent artworks (construction fence art, gym glass wall, outdoor gathering space)
- Bounce and Swing artwork happening at Surprise Stadium – Commission agreed to added landscape element(s)

F. Other Business and Future Agenda Items:

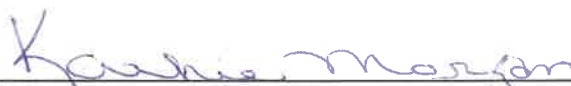
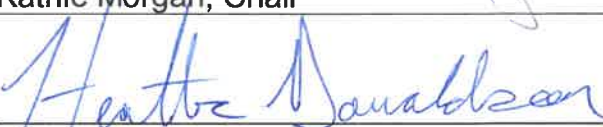
- Strategic Plan Goals and Implementation (to include Core Values)
- Future City Events SACAC Participation
- FY25 Budget Package

G. Current Events and Reports

None

ADJOURNMENT:

Motion to adjourn at 7:47 p.m. – Commissioner deJong. Commissioner Lieu 2nd. 7 Yes votes. Motion Carried.

	 Kathie Morgan, Chair
ATTEST:	 Heather Donaldson, Management Analyst – Sr.

CERTIFICATION:

I, Julie Akerly, Arts & Culture Manager for the City of Surprise Arts, Culture & Library Department, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Arts and Cultural Advisory Commission meeting held on August 7, 2023.

	 Julie Akerly, Arts & Culture Manager
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CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

Consent: No	Regular: Yes	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action pertaining to approval of the Visara Development Agreement between the City of Surprise, Leavitt CAP Caballo, LLC and Gerald L. Schneerer and Linda M. Schneerer, Trustees or their Successors, of the Gerald L. Schneerer and Linda M. Schneerer Living Trust; Resolution #2023-172.

Motion:

I move to approve Resolution #2023-172.

Background:

The Developer of Visara will be responsible for designing and constructing some improvements required by the City and necessary to facilitate the development of the Visara Development project and surrounding properties. These improvements include the 163rd Avenue roadway improvements, the 159th Avenue extension, and water and wastewater infrastructure as per the agreement. Therefore, Leavitt CAP Caballo, LLC and Gerald L. Schneerer and Linda M. Schneerer, Trustees or their Successors, of the Gerald L. Schneerer and Linda M. Schneerer Living Trust are seeking the City's assistance in obtaining repayments from those benefited property owners. The City will be responsible for notifying owners each time an application is received by the City within the Benefited Area for zoning, platting, site planning or a building permit, as applicable. Included as a condition of approval for any application within the Benefited Area is a stipulation that requires the applicant to show evidence of payment of all applicable Improvements Buy-in Fees and require a Notice of Payment prior to approving such Benefited Owner's final plat, site plan or building permit.

Objective Analysis:

Potential Positive Impacts Include: Growth is paying for itself; the City is not fully administering the fees; infrastructure is being built in an area where the City needs public infrastructure.

Potential Negative Impacts: The City will be required to operate and maintain more infrastructure.

Policy Compliant:

The action is compliant with Council policy relative to growth paying for itself.

Financial Impact:

Per the agreement, the developer of Visara will be responsible for the design, construction, and installation of the various public improvements as outlined in the agreement. The City will be responsible for the operating and maintenance costs of the public infrastructure upon acceptance. The acceptance of infrastructure increases the City's asset base and adds to future maintenance commitments.

Budget Impact:

None at this time; however, the anticipated incremental additional maintenance expense associated with the public infrastructure will be incorporated into future budgets.

FTE Impact:

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

ATTACHMENTS:

1. Resolution No.2023-172 - FS22-0947- Visara Development Agreement
 2. FS22-0947 Visara Development Agreement - Executed 10.26.2023
 3. FS22-0947 Visara Agreement Presentation
-

RESOLUTION # 2023-172

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF SURPRISE, ARIZONA, APPROVING THE VISARA
DEVELOPMENT AGREEMENT**

WHEREAS, Leavitt CAP Caballo, LLC, and Gerald L. Schneerer and Linda M. Schneerer, Trustees of the Gerald L. Schneerer and Linda M. Schneerer Living Trust, or their respective assigns and successors-in-interest, ("Owners") shall construct various special public improvements, including water, wastewater, and roadway improvements, to serve Owners' property as well as additional properties lying within a specified assessment boundary, generally north of the northeast corner of Jomax Road and 163rd Avenue;

WHEREAS, Owners seek reimbursement for the construction of these special public improvements pursuant to Chapter 42 of the City of Surprise Municipal Code ("SMC") from those properties located within the specified assessment boundary;

WHEREAS, the City will be responsible to notify Owners each time an application for development is received by the City within the specified assessment boundary; and

WHEREAS, the City will not approve a Benefited Owner's final plat, site plan or building permit until Notice of Payment is provided to the City from the Owner(s):

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

Section 1. That the City of Surprise approve and sign the Visara Development Agreement.

Section 2. That the City of Surprise City Manager and/or his designee(s) is hereby authorized to take any additional action necessary to carry out this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passerelli, City Clerk

Robert Wingo, City Attorney

When recorded, mail to:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

VISARA DEVELOPMENT AGREEMENT

AMONG

CITY OF SURPRISE

AND

LEAVITT CAP RIO CABALLO, LLC

AND

**GERALD L. SCHNEERER AND LINDA M. SCHNEERER, TRUSTEES OR THEIR
SUCCESSORS, OF THE GERALD L. SCHNEERER AND LINDA M. SCHNEERER
LIVING TRUST, DATED DECEMBER 17, 1993**

VISARA DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made as of this ____ day of _____, 2023 (“**Effective Date**”), among the CITY OF SURPRISE, a municipal corporation organized and existing under the laws of the State of Arizona (“**City**”), and LEAVITT CAP RIO CABALLO, LLC, an Arizona Limited Liability Company (“**Leavitt**”), and GERALD L. SCHNEERER AND LINDA M. SCHNEERER, TRUSTEES OR THEIR SUCCESSORS, OF THE GERALD L. SCHNEERER AND LINDA M. SCHNEERER LIVING TRUST, DATED DECEMBER 17, 1993 (“**Schneerer**”) (together with Leavitt, “**Owner**”) (along with City, each a “**Party**,” and collectively, the “**Parties**”).

RECITALS

- A. Leavitt owns approximately 177 acres of real property situated south and east of the southeast corner of 163rd Avenue and Dynamite Boulevard within the City, as legally described in Exhibit A (“**Leavitt Property**”).
- B. Schneerer owns approximately 10.6 acres of real property situated on the east side of 163rd Avenue north of Jomax Road within the City, as legally described in Exhibit B (the “**Schneerer Property**”).
- C. The Leavitt Property and Schneerer Property (together, “**Property**”) are in escrow to be sold to Pulte Home Company (“**Developer**”) and developed as a master planned residential community known as “Visara” and formerly known as “Rio Caballo” (“**Project**”).
- D. Owner desires that the Project be developed in accordance with Ordinance 2021-19 (“**Rezoning Ordinance**”), approving RL-5 PUD zoning for a gated community with private streets and a maximum of 700 dwelling units. The Rezoning Ordinance conditions the Project on consistency with a PUD narrative that sets forth density, development standards, infrastructure requirements, and other aspects of the development. Owner desires to enter into this Agreement to address those matters set forth in Arizona Revised Statutes (“**A.R.S.**”) § 9-500.05, including among other things, the design, construction, timing, and responsibility for various public improvements (“**Public Improvements**”) required by City to facilitate the development of the Project and surrounding property, as well as the financing and reimbursement mechanisms for these Public Improvements. City has previously approved various master reports, which, subject to the review and approval of the City, may be amended in the platting and permitting processes, including the Preliminary Master Drainage Report prepared by Kimley Horn (May 2021) (“**Master Drainage Report**”), Rio Caballo Water Report prepared by Kimley Horn (May 2021) (“**Master Water Report**”), and Rio Caballo/Legacy Village Wastewater Master Report prepared by Kimley Horn (May 25, 2021) (“**Master Wastewater Report**”), and Transportation Masterplan Report prepared by Kimley-Horn (May 2021) (“**Master Transportation Report**”) (together “**Master Reports**”).
- E. Owner believes that development of the Property pursuant to this Agreement will result in benefits to City and its residents by increasing the housing options within the General

Plan's 163rd Avenue Corridor Growth Area; promoting orderly development of a primarily undeveloped area; constructing off-site transportation, water, and wastewater infrastructure with regional benefits; constructing improvements to 163rd Avenue to complement the City's proposed improvements to the intersection of 163rd Avenue and Jomax Road; and as further enumerated in these Recitals and this Agreement.

- F. The Parties acknowledge and agree that development of the Project according to the Rezoning Ordinance is consistent with the City's General Plan.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Design and Construction Costs.** The term "Design and Construction Costs" shall have the same meaning as the definition of "Costs" set forth at Section 42-3 of the Surprise Municipal Code ("SMC") for public improvement repayment agreements as of the Effective Date.
2. **Project Infrastructure Improvements.** Except as set forth in this Agreement, Owner shall be responsible for designing, constructing, and installing various Public Improvements to serve the Project in accordance with the Master Reports, as may be amended in the preliminary and final plat processes and consistent with the Rezoning Ordinance ("Project Infrastructure Improvements"). Such Project Infrastructure Improvements may be phased in accordance with the Project's phasing plan, attached as Exhibit C ("Phasing Plan"), provided, however, that Owner shall determine the sequence of phasing as mutually agreed upon by the City (through final plat approval) and subject to providing at least two geographically separate points of access for each phase.
 - 2.1 Owner, its agents, and employees, shall have the additional right, upon receipt from the City of an appropriate right-of-way or other applicable permit, to enter and remain upon and cross over any City rights-of-way to the extent reasonably necessary to facilitate such construction, or to perform necessary maintenance or repairs of such Project Infrastructure Improvements. Owner's use of such rights-of-way, pursuant to an applicable permit, shall not impede or adversely affect the City's use and enjoyment thereof. In the event the City provides Owner with authority to make use of a non-exclusive easement area, Owner shall not unreasonably interfere with the previously approved use/user of said easement area.
 - 2.2 Owner shall restore such City easements and rights-of-way used pursuant to the right-of-way permit to the same or better condition as it existed prior to Owner's entry upon completion of such construction, repairs, or maintenance. Owner, its agent, and employees, also shall have the right, upon receipt from the City of an appropriate permit, to enter and remain upon and cross over any City easements or rights-of-way for the uses and subject to the limitations set forth in the permit.

2.3 Owner will make reasonable efforts to obtain and use non-potable water for construction of the Project. To the extent non-potable water is not reasonably available, City agrees that Owner may use potable water and City will not withhold any permits or approvals based on the use of potable water for construction. Owner shall be solely responsible for purchase, transportation, and use of construction water.

- 3 **Oversized Project Infrastructure Improvements.** Project Infrastructure Improvements provided by Owner that are not within or adjacent to the Property or include excess or oversized capacity beyond what is necessary to serve the Project as specified in the Master Reports are “**Oversized Project Infrastructure Improvements**”. Owner shall be reimbursed for the Oversized Project Infrastructure Improvements as set forth in Chapter 42 of the SMC. Specific Oversized Project Infrastructure Improvements are described in Sections 4 through 6.

3.1 **Impact Fees.** Notwithstanding any contrary provision of this Agreement, if Owner provides, dedicates, or pays for any public sites or public infrastructure, the value or costs of which are included as a component of an impact fee pursuant to A.R.S. § 9-463.05, Owner shall receive a credit equal to the value or cost of such public site or infrastructure (“**Impact Fee Credit**”), provided such improvement is included within the City’s approved infrastructure improvement plan, to be applied in lieu of existing or future impact fees imposed by the City which relate to or otherwise apply to the Property. In no event may the Impact Fee Credits in each category of impact fees exceed the actual impact fees paid or to be paid by or in connection with development on the Property. Wherever this Agreement provides that Owner shall be entitled to an Impact Fee Credit against an impact fee imposed by the City, the Impact Fee Credit shall be credited to Owner in increments equal to the credit eligible portion of the particular impact fee otherwise applicable to each building permit issued with respect to a home or building or structure to be constructed on the Property, up to the maximum total credit provided for in this Agreement.

3.2 **Payback Provisions.** To the extent Owner is not reimbursed for the full Design and Construction Costs of any Oversized Project Infrastructure Improvement by Impact Fee Credits at set forth in this Section 3, then Owner shall be paid back by surrounding property owners pursuant to Chapter 42, Article 1 of the Surprise Municipal Code and as set forth in Sections 7 and 8 of this Agreement (“**Payback Provisions**”).

3.2.1 **Estimated Budget.** For each Oversized Project Infrastructure Improvement described in Sections 4-6 of this Agreement there shall be an estimated budget that has been reviewed and approved by the City and includes a more comprehensive description of the Oversized Project Infrastructure Improvement (“**Estimated Budget**”). The Estimated Budget may be amended from time to time by Owner, subject to the review and approval of the City (such review and approval not to be

unreasonably conditioned, delayed or withheld), and shall thereafter be deemed to have been incorporated into this Agreement.

- 3.2.2 **Benefited Area.** For each Oversized Project Infrastructure Improvement described in this Agreement there shall be an exhibit attached hereto depicting the area benefited by the Oversized Project Infrastructure Improvement (“**Benefited Area**”). Any person developing property in the Benefited Area during the term of this Agreement shall be required by the City to utilize the Oversized Project Infrastructure Improvement.
- 3.2.3 **Buy-In Fee.** In accordance with Chapter 42 of the SMC, any person utilizing an Oversized Project Infrastructure Improvement described in this Agreement shall be required to pay a buy-in fee, which shall be calculated using a spreadsheet attached hereto as an exhibit (“**Buy-In Fee**”). The initial Buy-In Fee is based upon the Estimated Budget for each Oversized Project Infrastructure Improvement and is subject to change upon completion and acceptance of the Oversized Project Infrastructure Improvement and the determination of the actual Design and Construction Costs for the Oversized Project Infrastructure Improvement, provided such improvements are completed during the Term of this Agreement. If the Oversized Project Infrastructure Improvement is not completed during the Term, the Buy-In Fee will only be based on the Estimated Budget, subject to reconciliation to actual costs pursuant to Section 8.3, which shall survive the Term of this Agreement. If no portion of the construction of the Oversized Project Infrastructure Improvement has been approved by the City during the Term, no Buy-In Fee may be assessed against any property within the Benefited Area.

4 Roadway Improvements

- 4.1 **159th Avenue Extension:** The “**159th Avenue Extension**” shall consist of right-of-way acquisition, design, and construction of improvements for 159th Avenue from the southern boundary of the Property to Jomax Road, including extension of access to Jomax Road with right and left turn lane improvements at the intersection according to plans attached as Exhibit D. City and Owner acknowledge and agree that all or a portion of the 159th Avenue Extension may be temporary and not eligible for reimbursement, and that only portions of the 159th Avenue Extension that are determined at final design to constitute permanent improvements as determined by the City, shall be subject to reimbursement as set forth in this Agreement. The permanent improvements of the 159th Avenue Extension constitute an Oversized Project Infrastructure Improvement. Subject to Section 4.3, right-of-way necessary for construction of the 159th Avenue Extension shall be dedicated to the City prior to approval of the final plat for Phase 4 of the Project as set forth in the Rezoning Ordinance and shall have no bearing on any approvals for other phases of the Project. Construction of the 159th Avenue Extension shall be complete and conditionally accepted by the City in accordance with the City’s standard practice for accepting infrastructure, prior to issuance of the first certificate of occupancy for

Phase 4 as set forth in the Phasing Plan. An Estimated Budget, Benefited Area, and Buy-In Fee worksheet for the 159th Avenue Extension are attached as Exhibits E-G.

4.2 163rd Avenue Improvements: The “**163rd Avenue Improvements**” shall consist of right-of-way acquisition, design, and construction of improvements to 163rd Avenue south of the Property according to plans attached as Exhibit H, which extend to the intersection with Jomax Road. Portions of the 163rd Avenue Improvements, as described below, constitute Oversized Project Infrastructure Improvements. Curb and gutter, sidewalk, retention, street lighting, and landscape improvements will be excluded from 163rd Avenue Improvements. A traffic signal is not included in the 163rd Avenue Improvements. South of the Property, drainage will maintain the historic condition. Subject to Section 4.3, right-of-way necessary for construction of the 163rd Avenue Improvements shall be dedicated to the City prior to recordation of the final plat for Phase 1 of the Project, and construction of the 163rd Avenue Improvements shall be completed as part of the improvements for the Phase 1 final plat. An Estimated Budget, Benefited Area, and Buy-In Fee worksheet for the 163rd Avenue Improvements are attached as Exhibits I-K. Owner acknowledges that a portion of the 163rd Avenue Improvements are temporary and not eligible for reimbursement, and City agrees that the portion of the 163rd Avenue Improvements described in Exhibit I hereto is subject to reimbursement as set forth in this Agreement. Exhibit L depicts the portions of the 163rd Avenue Improvements that are eligible for reimbursement and included in the Estimated Budget as distinguished from portions of the 163rd Avenue Improvements that are not eligible for reimbursement and not included in the Estimated Budget.

4.3 Right-of-Way for Off-Site Roadway Improvements. City acknowledges that Owner may not control the land on which the 159th Avenue Extension and 163rd Avenue Improvements (together, “**Off-Site Roadway Improvements**”) will be constructed. Owner shall be responsible, to the extent not completed by the City or others, for acquiring the right(s)-of-way (“**ROW**”) and/or easement(s), such as drainage easements, slope easements or public utility easements, that may be necessary for the Off-Site Roadway Improvements prior to issuance of a building permit for the phase of the Project that requires improvements on such ROW through commercially reasonable efforts with the property owners. Owner shall follow the requirements set forth in A.R.S., Title 12, for the acquisition of any such property as if Owner were a government entity obtaining property by eminent domain and work with the City’s Real Estate Administrator from the beginning of the negotiation process to ensure compliance with applicable State statutes and to expedite the process. If Owner is unable to acquire the ROW and/or easement(s) after the exercise of reasonable diligence and appropriate offers of just compensation as determined by the City, then Owner may request in writing that the City initiate eminent domain proceedings to acquire the ROW and/or easement(s). The City may, in its sole discretion, choose to exercise, or not, its power of eminent domain to acquire the necessary ROW and/or easement(s). In the event the City chooses to exercise its power of eminent domain, either through the City Attorney’s Office or by retaining outside counsel, Owner shall be responsible for all fees and costs incurred by the City associated with the condemnation action, including but not

limited to the initial deposit and final award of just compensation, attorneys' fees, expert fees, witness fees, filing fees and court costs, jury fees, etc. In the event that City is unwilling to acquire ROW, easement(s), or any other interests needed for the Off-Site Roadway Improvements ("Unacquired ROW"), then Owner shall be relieved of the obligation to construct only that portion of any Off-Site Roadway Improvement that requires the Unacquired ROW for completion. In the event that revisions are required to Owner's approved plans for Off-Site Roadway Improvements due to Unacquired ROW, the City shall permit Owner to continue development of the Property under approvals existing at that time and shall not withhold additional permit, entitlement, or other approvals on the basis of pending revisions to Off-Site Roadway Improvement plans as described in this section.

4.4 Completion of Off-Site Roadway Improvements by Others. City and Owner acknowledge that all or a portion of Off-Site Roadway Improvements may be completed by the City or others prior to the timing set forth in Sections 4.1 and 4.2 above. In the event responsibility for right-of-way dedication and construction of all or a portion of the Off-Site Roadway Improvements is assumed by any party other than Owner, whether such roadway follows its currently planned alignment or any other alignment approved by the City, City agrees that Owner shall be relieved from any responsibility related to such Off-Site Roadway Improvement or portion thereof, but Owner shall still be responsible for its proportionate share of the costs for such Off-Site Roadway Improvements, if any. City further agrees to review any related condition of the Rezoning Ordinance or of any other City approval requiring Owner to complete all or such portion of the Off-Site Roadway Improvements to determine if it is appropriate to deem said condition or City approval null and void, and whether such decision would need to further action of the City Council. In such event, Owner would not be responsible for any portion of an Off-Site Roadway Improvement assumed by others, including financing or construction, and would not be eligible for reimbursement under this Agreement for any such portion assumed by others. This Section 4.4 is applicable only to Off-Site Roadway Improvements defined in this Agreement and does not relieve Owner of its responsibility for a proportionate share of improvements completed by others to the extent Owner is responsible for such improvements.

4.5 In Lieu Fees for Median Landscaping. As a condition of the Rezoning Ordinance, Owner is required to pay in lieu fees for half of the landscaped median on each of Dynamite Boulevard and 159th Avenue along the Property frontage ("**Median Landscaping In Lieu Fees**"). Such fees will be paid in an amount determined by the City to reasonably account for inflation and future anticipated construction costs, prior to recordation of any final plat in an amount required for the portion of the Dynamite Boulevard or 159th Avenue improvements along the Property frontage included in such final plat. In the event a landscape median has not been constructed for a portion of a roadway for which Owner pays a Median Landscaping In Lieu Fee within ten (10) years from the date of the final such Median Landscaping In Lieu Fee payment received by the City, City shall reimburse Owner any unused portion of

such In Lieu Fee. This payment obligation shall survive the Term of the Agreement. In lieu fees for median landscaping are not required for 163rd Avenue.

5 Water Supply and Infrastructure. The Property is located within the City's water service area and the Project will be served by the City subject to this Agreement.

5.1 Water Supply for Visara Phase 1. City shall provide adequate water supply for the first 240 equivalent dwelling units ("EDUs"), as calculated per the Master Water Report as set forth in Exhibit M, to be constructed as Phase 1 of the Project from existing supply from the Desert Oasis Water Supply Facility ("WSF"), pursuant to the requirements identified in Section 5.3.2.

5.2 Water Supply for Subsequent Phases. Prior to the recordation of the Project's second phase final plat, Owner shall provide water supply adequate to serve the Project's maximum daily demand per the Project's Master Water Report, including Phase 1 demands, via one or more sources as approved by the City Manager or his designee per the City's Water Facility Guidelines and applicable water quality standards, provided that grading and infrastructure improvements to the Property for the second phase final plat may commence subject to an alternative assurance agreement as set forth in Section 108-3.2 of the Land Development Ordinance.

5.2.1 Desert Oasis Well No. 3. Owner may provide water to supply the Project by working with Developer and its partner Centex on a well Centex owns within the Desert Oasis development project, known as Desert Oasis Well No. 3 ("Well #3"). Owner and Developer are working to develop Well #3 in order to serve the Project. At the time of this Agreement, technical analysis of the capacity of Well #3 is ongoing. In order to serve the Project, Well #3 must meet the specified minimum sustained pumping capacity to satisfy maximum daily demand of 600 gpm, unless a different demand is set forth in the Project's Master Water Report, based upon the results of a 10-hour step rate aquifer test and a 24-hour constant rate aquifer test. However, if these test durations do not yield results showing drawdown stabilization of the water table, then the minimum sustained pumping capacity shall be determined using a pump test extended to a minimum 16-hour step-rate aquifer test and a minimum 48-hour constant rate aquifer test using drawdown stabilization parameters based upon the water table at existing wells in the area, including Asante and Desert Oasis. Owner must also demonstrate physical availability of groundwater to satisfy average day demand for 100 years by way of a hydrogeological study as approved by the water resource management department. If Owner elects, at Owner's sole discretion subject to approval by the City Manager or his designee, to provide water to the Project from Well #3, Owner shall be responsible to fund and construct Well #3.

5.2.1.1 Design, Construction, and Conveyance of Well #3. In the event that Owner supplies water to the Project from Well #3, Owner will complete improvements to the well site prior to recording of

the final plat for the second phase of the Project, provided that grading and infrastructure improvements to the Property for such plat may commence subject to an alternative assurance agreement as set forth in Section 108-3.2 of the Land Development Ordinance. Construction of the well shall be in accordance with the City's Water Quality and Construction Standards. Owner will convey Well #3 and the underlying well site, as such site is legally described in Exhibit N ("Well Site") to City subsequent to obtaining an Approval of Construction from Maricopa County along with applicable permits from the Arizona Department of Water Resources. The deed of conveyance shall explicitly reserve for the conveying owner of the Well Site any surplus water capacity that is not necessary to serve the Property. City and Owner agree to use a form of deed of conveyance substantially similar to Exhibit O. At the time of Well Site conveyance, Owner shall also convey all easements and rights-of-way needed for the well transmission lines from the Well Site to the WSF and for the City to access to the Well Site, and Owner shall also provide a two-year material workmanship warranty. In no event shall this Agreement be construed to require conveyance of Well #3 if it is not used to serve the Project.

- 5.2.1.2 Transmission Infrastructure for Well #3. Should Owner elect, at Owner's sole discretion subject to approval by the City Manager, or his designee, to provide water to the Project from Well #3, Owner shall be responsible to fund and construct transmission facilities from Well #3 to the WSF ("**Well Transmission Line**"). Owner shall complete construction of the Well Transmission Line and dedicate it to the City prior to recording of the final plat for the second phase of the Project, provided that grading and infrastructure improvements to the Property for such plat may commence subject to an alternative assurance agreement as set forth in Section 108-3.2 of the Land Development Ordinance. To the extent the Well Transmission Line exceeds a 12" diameter as provided in the SPA 2 Master Report, such oversized portion of the Well Transmission Line shall constitute an Oversized Project Infrastructure Improvement subject to reimbursement for Design and Construction Costs under the hierarchy set forth in Section 3. To the extent payback from surrounding property owners is triggered per Section 3.2, Owner shall prepare an Estimated Budget, Benefited Area, and Buy-In Fee worksheet for the Well Transmission Line to be approved by the City Manager, or his designee prior to the City's acceptance of the Well Transmission Line.

- 5.2.1.3 Operation and Maintenance of Well #3. At the time of conveyance as set forth in Section 5.2.1.1, City will be responsible for operation and maintenance of Well #3.
- 5.2.2 Alternative Source. Owner may, whether or not in conjunction with development of Well #3, provide water for the Project from any source other than Well #3 (“**Alternative Source**”), subject to written approval by the City Manager, or his designee, which shall not be unreasonably withheld. If excess capacity is available from another well within the SPA 2 service area, Owner may purchase such capacity to serve the Project. Regardless of the source, a well with the ability to meet the requirements identified in section 5.2.1 will need to be completed prior to the recordation of a final plat for any phases beyond the initial phase, provided that grading and infrastructure improvements to the Property for such plat may commence subject to an alternative assurance agreement as set forth in Section 108-3.2 of the Land Development Ordinance.
- 5.2.3 Surplus Water. To the extent that Well #3, one or more Alternative Sources, or any combination thereof produce additional water not used or reserved for the Project (“**Surplus Water**”), City agrees that Owner shall reserve the right to sell capacity to such Surplus Water, provided that Owner shall not unreasonably withhold Surplus Water from a bona fide purchaser. A surplus may be determined based upon the lesser of (a) an average pumping flowrate in excess of 600 gpm , as determined by the tests set forth in Section 5.2.1, or (b) average annual acre-feet/year pumping volume in excess of 336 acre-feet per year as determined by a well impact analysis approved by the Arizona Department of Water Resources. Surplus Water will be sold by the EDU based on all costs incurred by the Owner or Developer for any well construction or rehabilitation and associated transmission lines, including, without limitation, land acquisition and easements, engineering, design, project management, permitting, bonding, construction, installation, taxes, third party reimbursement, connection charges, line extension payments, and other costs typically incurred in the construction of such improvements. The price per gallon will be determined once construction is complete and final costs are submitted to the City. The price per EDU will then be determined based on the price per gallon and 640 gallons per day per EDU of maximum day demand.

5.3 Water Infrastructure Improvements. Off-site improvements to the City's water infrastructure will be required to serve the Project, including but not limited to water treatment, pressure zone improvements, and storage ("**Water Infrastructure Improvements**").

5.3.1 SPA 2 North Water Expansion Agreement. Owner and the City are participants in negotiations regarding the financing and construction of certain water system improvements for the SPA 2 region based on the SPA 2 North Water Master Plan dated May 2022 prepared by Wilson Engineers, and such SPA 2 improvements are anticipated to result in sufficient capacity to serve the Project. Such agreement may involve multiple private parties. To the extent Owner enters into a separate agreement regarding the financing and construction of such SPA 2 improvements ("**SPA 2 North Water Expansion Agreement**"), and to the extent said agreement results in Owner purchasing and owning sufficient capacity to serve the Project, as approved by the City, the City agrees that Owner shall have fulfilled any and all obligations for water infrastructure improvements, except as set forth in Sections 5.2, 5.4, and 5.5 of this Agreement, necessary to serve all phases of the Project and Owner shall not owe water system impact fees. Notwithstanding the foregoing, Owner acknowledges it is obligated to pay the City's approved water resources impact fee at the time it comes due.

5.3.2 Visara Phase 1 Fee Payments. In the event Owner has not entered into such SPA 2 North Water Expansion Agreement by the Effective Date of this Agreement, including if such agreement does not materialize, then City agrees to permit estimated pre-payment of fees for Phase 1 pursuant to this Section 5.3.2. Prior to recording the Phase 1 Final Plat for the Project, Owner will pay the City \$509,760, which is \$2,124 per EDU for 240 EDUs related to the Project's first phase as defined in Section 5.1 ("**Phase 1 Water System Fees**"). City agrees that the Phase 1 Water System Fees will be applied to the design and construction of the Water Infrastructure Improvements to serve the Project and that such design shall commence upon City's receipt of such fees. Owner shall receive a credit for the full amount of the Phase 1 Water System Fees paid by Owner against Owner's obligations for the Property in the SPA 2 North Water Expansion Agreement or any future obligation to fund Water Infrastructure Improvements. Owner and City agree that the Phase 1 Water System Fee is based on an estimate as of the Effective Date and that Owner and City shall reconcile the per EDU fee with the approved SPA 2 North Water Expansion Agreement. If the per EDU fee for the Property in the SPA 2 North Water Agreement is less than Owner's Phase 1 Water System Fee payment, then Owner shall be credited the total amount of overpayment against future per EDU fees in the SPA 2 North Water Expansion Agreement. If the per EDU fee for the Property in the SPA 2 North Water Expansion Agreement is more than Owner's Phase 1 Water System Fee payment, then Owner shall pay City the total amount of

underpayment within 30 days of approval of the SPA 2 North Water Expansion Agreement.

5.3.3 Alternatives to SPA 2 North Water Expansion Agreement. In the event that eight (8) months after the Effective Date, Owner has not entered into such SPA 2 North Water Expansion Agreement, including if such agreement does not materialize, City agrees to enter into discussions with Owner regarding limited or phased improvements to the WSF in order to serve the Project, and both Parties will make reasonable efforts and act in good faith to enter into a separate agreement for Water Infrastructure Improvements required to serve the Project (“**Alternative Water Improvements Agreement**”). City and Owner agree that Phase 1 Water System Fee payments made by Owner and any Subsequent Phase Water System Fee (defined below) payments made by Owner shall be reconciled with any Alternative Water Improvements Agreement to account for any overpayment or underpayment on a per EDU basis consistent with the terms of reconciliation in Section 5.3.2. City and Owner agree that in the absence of an executed SPA 2 North Water Expansion Agreement, an Alternative Water Improvements Agreement will need to be in place and the specified improvements operational prior to recordation of a final plat for any phases beyond the initial phase.

5.4 Water Distribution Improvements. As part of the Project, Owner will construct a 16” water distribution line in 163rd Avenue from the existing 16” water distribution line in 163rd Avenue to the northern boundary of the Project as part of Phase 1 (“**163rd Avenue Water Line**”) and a 16” water distribution line along Jomax Road, which is not adjacent to the Property’s frontage, from the Desert Oasis WSF booster station to the intersection of Jomax Road and 163rd Avenue as part of Phase 2 (“**Jomax Road 3A Water Line**,” together “**Water Distribution Line**”) as described in the Master Water Report, and Owner shall dedicate the Water Distribution Lines to the City. Owner and City agree that a 12” water distribution line is necessary to serve the Project and the increase in size constitutes an Oversize Project Infrastructure Improvement that will be capable of serving additional land in SPA 2. Design and Construction Costs for the oversize portion of the Water Distribution Line shall be eligible for repayment pursuant to Chapter 42 of the Surprise Municipal Code. An Estimated Budget, Benefited Area, and Buy-In Fee worksheet for the oversize portion of the 163rd Avenue Water Line are attached as Exhibits P-R and for the oversize portion of Jomax Road 3A Water Line are attached as Exhibit S-U.

5.5 Water Distribution. Owner and City agree that, except as provided in Section 5 of this Agreement, Owner will be solely responsible for funding and constructing distribution and service lines to the Property pursuant to the Master Water Report, and City agrees that such distribution and service lines may run within City right-of-way, including but not limited to 163rd Avenue and Jomax Road. City acknowledges that, as set forth in the Master Water Report, the Project will connect to Pressure Zone 3A prior to issuance of the first building permit for Phase 2; however, an

interim connection for the purpose of serving Phase 1 of the Project may be to Pressure Zone 2A. The City agrees that construction of the Pressure Zone 3A connection will be completed prior to recording of a final plat for the second phase of the Project (“**Pressure Zone Conversion Timing**”), provided that grading and infrastructure improvements to the Property for such plat may commence subject to an alternative assurance agreement as set forth in Section 108-3.2 of the Land Development Ordinance.

- 6 **Wastewater Improvements.** City shall provide wastewater treatment to serve the Project, based upon the development timing and capacity requirements defined through the current Master Wastewater Report. City acknowledges and agrees that Owner has pre-paid for 620 EDUs of wastewater treatment capacity associated with the Leavitt Property via the SPA 2 Water Reclamation Facility Capacity Allocation Agreement (2015-0354865), and such capacity may be used to serve any portion of the Property. Owner has access to additional EDUs for SPA 2 wastewater treatment capacity that will be acquired, if necessary, prior to approval of a final plat pursuant to the SPA 2 Water Reclamation Facility Capacity Allocation Agreement. Proof of ownership of capacity will be required prior to the City’s approval of a final plat for the Project. As part of the Project, Owner shall construct the wastewater improvements set forth in the Wastewater Master Report to connect to existing wastewater infrastructure (“**Wastewater Improvements**”). Owner and City agree that a 10” sewer line is necessary to serve the Project and any increase in size would be considered an Oversize Project Infrastructure Improvement. The Wastewater Improvements include a 15” line that provides a regional benefit and is capable of serving additional land in the area. To the extent the Wastewater Improvements exceed the scope necessary to serve the Project, such portion of the Wastewater Improvements shall constitute an Oversized Project Infrastructure Improvement subject to reimbursement for Design and Construction Costs under the hierarchy set forth in Section 3. An Estimated Budget, Benefited Area, and Buy-In Fee worksheet for the Wastewater Improvements are attached as Exhibits U-X.
- 7 **City Duties and Obligations Regarding Payback Provisions.** City shall be responsible for the duties and obligations upon the triggering of any Payback Provision as set forth in Chapter 42 of the SMC, specifically 42-7 and as further described below.
 - 7.1 Notifying Owner each time an application is received by the City, during the Term of this Agreement, from a property owner within the Benefited Area (to include without limitation, Buy-In Areas for the 159th Avenue Extension in accordance with Section 4.1, 163rd Avenue Improvements, 163rd Avenue Water Line, Jomax Road 3A Water Line, and Wastewater Improvements) for platting, site planning, and/or building permit. The notification shall include the name, address, phone number, and email address of the applicant, as well as a general description of the project, including but not limited to its location and size.
 - 7.2 Including as a condition of approval for the earliest applicable of any platting or site plan application or building permit received during the Term of this Agreement for property within the Benefited Area, a stipulation that requires the applicant to show evidence of payment to Owner of all applicable Buy-In Fees. Prior to the City approving the earliest applicable of a final plat, site plan, or building permit for a

property, applicant shall provide the City with a Notice of Payment (Exhibit Y) from Owner that all Buy-In Fees have been paid to Owner.

- 7.3 During the Term of this Agreement, reviewing and approving the Design and Construction Costs for each Oversized Project Infrastructure Improvement. The City shall have sixty days (60) days to review and approve the Design and Construction Costs for each Oversized Project Infrastructure Improvement. Failure by the City to approve or provide Owner with any written feedback on the Design and Construction Costs for an Oversized Project Infrastructure Improvement within the sixty (60) day period shall be deemed the City's approval of such Design and Construction Costs. If the City has an issue or concern with the Design and Construction Costs, the City shall immediately notify Owner, and the City and Owner agree to work in good faith to resolve the issue or concern. If the issue or concern cannot in good faith be resolved by the City and Owner, then the unresolved issue or concern shall be submitted to a qualified engineer for a final determination. Any costs associated with employing a qualified engineer to make a final determination shall be borne equally by City and Owner.

8 Payback Provision Buy-In Fees.

- 8.1 Calculating the Buy-In Fees. Owner shall calculate the Buy-In Fees using the spreadsheets approved for this Agreement. These exhibits reflect a static picture of each spreadsheet, and each spreadsheet includes a series of formulas for accurately and equitably calculating each Oversized Project Infrastructure Improvement Buy-In Fee. Prior to executing this Agreement, City will review and if appropriate, approve the methodology and formulas used in each spreadsheet, in order to confirm that each spreadsheet accurately and equitably calculates the Buy-In Fees.
- 8.1.1 Review of Calculation Methodology. Upon written request from a Benefited Owner, Owner shall promptly provide such Benefited Owner with an Excel file copy of the requested Buy-In Fees spreadsheets with appropriate interest.
- 8.2 Collecting the Buy-In Fees. Owner shall provide each Benefited Owner with an invoice showing each of the Buy-In Fees such Benefited Owner is required to pay as a condition of developing property in the Benefited Area during the Term of this Agreement. Owner shall direct each Benefited Owner to remit payment of its Buy-In Fees directly to Owner. Upon receipt of a Benefited Owner's Buy-In Fees, Owner shall provide such Benefited Owner with a Notice of Payment (Exhibit Y).
- 8.2.1 Timing of Collection. During the Term of this Agreement, the Buy-In Fees shall be collected from a Benefited Owner upon the earliest applicable of the following after recordation of this Agreement: (i) any approval of building permit, sewer connection, water connection, site plan, final plat for a Benefited Owner's property, or (ii) at the time such Benefited Owner begins utilizing any of the Oversized Project Infrastructure Improvements.

Owner shall collect the Buy-In Fees for all Oversized Project Infrastructure Improvements, even Oversized Project Infrastructure Improvements that have not yet been completed by Owner. The Buy-In Fee for an Oversized Project Infrastructure Improvement that has not yet been completed by Owner shall be the initial Buy-In Fee identified in this Agreement, which is based on the estimated budget for such Oversized Infrastructure Improvement, subject to reconciliation to actual cost pursuant to Section 8.3, which shall survive the Term of this Agreement.

8.2.2 Holding Buy-In Fees. Buy-In Fees collected by Owner during the Term of this Agreement for Oversized Project Infrastructure Improvements that have been completed and accepted by the City may be deposited into Owner's general account. Buy-In Fees collected by Owner for Oversized Project Infrastructure Improvements not yet completed or accepted by the City shall be held by Owner in an interest-bearing escrow account to be opened by Owner with a title company to be selected by Owner. Buy-In Fees deposited into an escrow account may be withdrawn by Owner to be applied toward Design and Construction Costs once construction has begun on the associated Oversized Project Infrastructure Improvement, so long as construction commences during the Term of this Agreement. Buy-In Fees collected during the Term for an Oversized Project Infrastructure Improvement, the construction of which has not commenced prior to expiration of the Term, shall be promptly refunded to the person who deposited the funds along with any earned interest in accordance with all provisions of this agreement.

8.2.3 Notification to City. During the Term of this Agreement, Owner shall notify the City and provide the City with a copy of the Notice of Payment each time a Benefited Owner pays its Buy-In Fees to Owner. The Notice of Payment for the applicable Buy-In Fee shall include a statement of whether all Buy-In Fees have been paid.

8.3 Updating Costs. Upon completion of each Oversized Project Infrastructure Improvement during the Term of this Agreement, Owner shall promptly provide City with written evidence of the Design and Construction Costs incurred by Owner to complete each Oversized Project Infrastructure Improvement. Following City's approval of the Design and Construction Costs for an Oversized Project Infrastructure Improvement, Owner shall promptly update the associated Buy-In Fee spreadsheet to reflect the actual Design and Construction Costs. This Section 8.3 shall survive termination as necessary to reconcile actual costs for Oversize Project Infrastructure Improvements commenced during the Term of the Agreement.

8.3.1 Reconciling, Buy-In Fees. Following the completion of an Oversized Project Infrastructure Improvement during the Term of this Agreement and the approval of its Design and Construction Costs, Owner shall "true-up"

any Buy-In Fees paid prior to the completion of such Oversized Project Infrastructure Improvement.

- a. Overpayment. In the event a Benefited Owner paid a Buy-In Fee greater than what the Buy-In Fee should have been when based on the actual Design and Construction Costs, Owner shall calculate the amount of the overpayment and promptly refund such amount plus any earned interest to the Benefited Owner.
 - b. Underpayment. In the event a Benefited Owner paid a Buy-In Fee less than what the Buy-In Fee should have been when based on the actual Design and Construction Costs, Owner shall calculate the amount of the underpayment and promptly notify both the Benefited Owner and the City of the balance due. City agrees to treat the balance due just as it would any unpaid Buy-In Fee and to require Notice of Payment by the Benefited Owner prior to approving such Benefited Owner's final plat, site plan, or building permit. However, no underpayment shall be required to be collected by the City if a Benefited Property has already been fully developed. Pursuant to Chapter 42 of the SMC, the Owner is responsible for the administration of any repayment agreement. Under no circumstances will the City be liable for any unpaid or underpaid Costs. Nor shall the City be obligated to pursue collection of unpaid or underpaid obligations from any Benefited Property owner on behalf of the Owner.
9. Term. This Agreement shall become effective upon signature by City and Owner and recordation, and shall automatically terminate ten (10) years after the earlier of (a) the first assessment has been paid on behalf of any Benefited Owner or (b) Owner receives an eligible Impact Fee Credit ("**Term**"). The Term may be extended for two (2) additional five (5) year terms provided that development within the Benefited Area for any Oversized Project Infrastructure Improvement is ongoing or imminent consistent with Section 42-7 of the Surprise Municipal Code.
10. Public Bidding. Owner shall be required to publicly bid or comply with the requirements of A.R.S., Title 34, and Surprise City Code Section 42-5(d) for any Oversized Project Infrastructure Improvements for which Owner will be seeking reimbursement through either crediting of on-site impact fees or remittance of off-site impact fees; however, Owner shall not be required to publicly bid in order to be reimbursed for Oversized Project Infrastructure Improvements if the reimbursement mechanism is solely through the collection of a Buy-in Fee.
11. Release of Public Lots. In order to alleviate any possible concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, the provisions of this Agreement will not apply to any lot which has been finally subdivided and individually (and not in bulk) leased (for a period of longer than one year) or sold to

third party residential end purchasers or users thereof, any transfer of common area to a homeowner's association, or any transfer of a property to a governmental or quasi-governmental entity or public utility ("Public Lot") and thereupon such Public Lot will automatically be released from and no longer be subject to or burdened by the provisions of this Agreement.

12. **Recordation.** This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution.
13. **Notices and Filings.** All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, emailed, or sent by first-class United States Mail to:

City: City of Surprise
16000 N. Civic Center Plaza Surprise, AZ 85374
Attn: Community Development Director
Email: lloyd.abrams@surpriseaz.gov
Phone: 623.222.3021

With Copy to: City of Surprise
16000 N. Civic Center Plaza Surprise, AZ 85374
Attn: City Attorney
Email: robert.wingo@surpriseaz.gov
Phone: (623) 222-1120

Leavitt: Tom Leavitt / Tony Camberlango
202 Lake Washington Blvd.
Seattle, WA 98122
Email: tcamberlango@cox.net
Phone: 602-741-7401

Schneerer: Linda Schneerer
7008 E. Sunnyside Dr.
Scottsdale, AZ 85254
Email: lschneerer@cox.net
Phone: 480-998-4953

With Copy to: Bergin, Frakes, Smalley & Oberholtzer, PLLC
Attn: Carolyn Oberholtzer
4343 East Camelback Road, Suite 210
Phoenix, AZ 85018
Email: coberholtzer@bfsolaw.com
Phone: 602-888-7860

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the Party.

14. **Default.** Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party shall have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Agreement.
15. **Dispute Resolution.** In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation may be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Parties shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years of experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the Parties. The results of the mediation shall be nonbinding on the Parties, and either Party shall be free to initiate litigation subsequent to the moratorium.
16. **Choice of Law, Venue, and Attorney's Fees.** Any dispute, controversy, claim, or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Depending on the nature of the claim, either Party may file an action in the Federal District Court, for the District of Arizona, in Phoenix. No Party shall be entitled to recover any of its attorneys' fees nor other costs from any other Party incurred in any such dispute, controversy, claim or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

17. **Good Standing and Authority.** The Parties represent that each is duly formed and validly existing under applicable law and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.
18. **Assignment.** The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns. This Agreement may be assigned in whole or in part by Owner. In the event of a complete or partial assignment by Owner, all or a portion of Owner's rights and obligations hereunder shall terminate effective upon the assumption by Owner's assignee of such rights and obligations and service of written notice upon the City of the partial or whole assignment. All rights and obligations of Owner under this Agreement will constitute covenants that run with the land and will be binding on all of Owner's respective successors and assigns.
19. **Third Parties.** Nothing contained in this Agreement shall, create any partnership, joint venture, or other agreement between the Parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.
20. **Further Documentation.** The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.
21. **Fair Interpretation.** The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.
22. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.
23. **Recitals.** The Recitals are incorporated as if fully set forth herein.
24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.
25. **Computation of Time.** Any reference to a "day" in this Agreement shall mean a City business day unless otherwise noted. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance

of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

26. **Conflict of Interest.** This Agreement is subject to the terms of A.R.S. § 38-511.
27. **No Obligation to Develop.** Nothing contained herein shall be deemed to obligate Owner to complete any part of the development of the Project, and the responsibility to design and construct the Public Improvements is contingent upon Owner moving forward with the development of the Project.
28. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the Parties with respect thereto.
29. **Modification of Agreement.** This Agreement may be amended at any time by written amendment executed by and between the City and the owners of the portion of the Property which is the subject of any such amendment. The balance of owners need not execute any such amendment for any such amendment to be effective. All amendments to this Agreement must be recorded in the official records of Maricopa County, Arizona, within ten (10) days following execution, as required by A.R.S. § 9-500.05(D).
30. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Nothing in this Agreement shall constitute or be deemed to be a waiver by Owner of its right to request future rezonings or changes in development standards for all or any portion(s) of the Property pursuant to City procedures and requirements existing at the time of the request. Nothing in this Agreement shall be deemed to be a waiver by City of the right to act, by approval or denial, on such rezoning or change. Further, nothing in this Agreement shall constitute or be deemed to be a waiver or relinquishment by an Owner of its rights to continue nonconforming uses of all or any portion(s) of the Property which may exist, or have existed, as of the date of this Agreement, subject to legal principles applicable to such non-conforming uses.
31. **Severability.** If any provision or provisions of this Agreement, or the application thereof to any person or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, will not be affected thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law.
32. **Exhibits.** All exhibits attached hereto are incorporated herein by reference as though fully set forth herein. The list of exhibits is as follows:
 - A. Legal Description – Leavitt Property
 - B. Legal Description – Schneerer Property
 - C. Phasing Plan

- D. 159th Avenue Extension Plans
- E. Estimated Budget – 159th Avenue Extension
- F. Benefited Area – 159th Avenue Extension
- G. Buy-In Fee Worksheet – 159th Avenue Extension
- H. 163rd Avenue Paving Plans
- I. Estimated Budget – 163rd Avenue Improvements
- J. Benefited Area – 163rd Avenue Improvements
- K. Buy-In Fee Worksheet – 163rd Avenue Improvements
- L. 163rd Avenue Offsite Quantity Exhibit
- M. Master Water Report Phase 1 EDU Calculation
- N. Legal Description – Well Site
- O. Form of Deed – Well Site Conveyance
 - O-1. Property Legal Description
 - O-2. Project Site Legal Description
- P. Estimated Budget – 163rd Avenue Water Line
- Q. Benefited Area – 163rd Avenue Water Line
- R. Buy-In Fee Worksheet – 163rd Avenue Water Line
- S. Estimated Budget – Jomax Road 3A Water Line
- T. Benefited Area – Jomax Road 3A Water Line
- U. Buy-In Fee Worksheet – Jomax Road 3A Water Line
- V. Estimated Budget – Wastewater Improvements
- W. Benefited Area – Wastewater Improvements
- X. Buy-In Fee Worksheet – Wastewater Improvements
- Y. Sample Notice of Payment

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representatives, and Leavitt and Schneerer have each signed the same on or as of the day and year first above written.

[Signature pages follow]

CITY OF SURPRISE
An Arizona Municipal Corporation
“City”

Skip Hall, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ACKNOWLEDGMENT

On this _____ day of _____, 2023, before me, a Notary Public, personally appeared Skip Hall, Mayor of the City of Surprise, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Surprise, for the purposes therein contained.

Notary Public

My Commission Expires:_____

LEAVITT CAP RIO CABALLO, LLC
an Arizona Limited Liability Company
"Leavitt"

By: Anthony Camberlango

Its: Manager

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ACKNOWLEDGMENT

On this 24th day of October, 2023, before me, a Notary Public, personally appeared Anthony Camberlango, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Leavitt Cap Rio Caballo, LLC, for the purposes therein contained.



CINDY R. COATES
Notary Public - Arizona
Maricopa Co. / #583653
Expires 05/31/2024

Cindy R. Coates
Notary Public
My Commission Expires:
May 31, 2024

**GERALD L. SCHNEERER AND LINDA M. SCHNEERER
TRUSTEES OR THEIR SUCCESSORS, OF THE GERALD L. SCHNEERER AND
LINDA M. SCHNEERER LIVING TRUST, DATED DECEMBER 17, 1993
"Schneerer"**

By: 

Its: Trustee

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ACKNOWLEDGMENT

On this 24 day of October, 2023, before me, a Notary Public, personally appeared Gerald L. Schneerer, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Gerald L. Schneerer & Linda M. Schneerer, for the purposes therein contained. Living Trust Dated December 17, 1993



JAMIE LOPEZ
Notary Public - Arizona
Maricopa Co. / #585379
Expires 07/15/2024

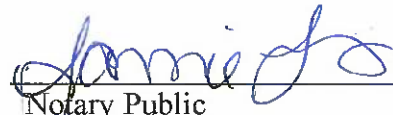

Notary Public
My Commission Expires: 7/15/24

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

The Southeast quarter of the Northwest quarter of Section 31, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING and RESERVING to the United States of America all the coal and other minerals as reserved in the Patent recorded in Book 257 of Deeds, page 126, records of Maricopa County, Arizona.

PARCEL NO. 2:

The West half of Lot 2, (sometimes described as the Southwest quarter of the Northwest quarter) of Section 31, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING and RESERVING to the United States of America all the coal and other minerals as reserved in the Patent recorded in Book 257 of Deeds, page 126, records of Maricopa County, Arizona.

PARCEL NO. 3:

The North half of the North half of G.L.O. Lot 3, (also being described as the North half of the North half of the Northwest quarter of the Southwest quarter); AND the North half of the North half of the Northeast quarter of the Southwest quarter of Section 31, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING and RESERVING to the United States of America all the coal and other minerals as reserved in the Patent recorded in Book 257 of Deeds, page 126, records of Maricopa County, Arizona.

PARCEL NO. 4:

The East half of Lot 2, (sometimes described as the Southwest quarter of the Northwest quarter) of Section 31, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING and RESERVING to the United States of America all the coal and other minerals as reserved in the Patent recorded in Book 257 of Deeds, page 126, records of Maricopa County, Arizona.

PARCEL NO. 5:

The West half of the Northeast quarter of the Northwest quarter of Section 31, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING and RESERVING to the United States of America all the coal and other minerals as reserved in the Patent recorded in Book 257 of Deeds, page 126, records of Maricopa County, Arizona.

Order No. 55001323-055-KG2-DW

EXHIBIT A

(Continued)

PARCEL NO. 6:

The East half of the Northeast quarter of the Northwest quarter of Section 31, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING and RESERVING to the United States of America all the coal and other minerals as reserved in the Patent recorded in Book 257 of Deeds, page 126, records of Maricopa County, Arizona.

PARCEL NO. 7:

Lots 1 through 108, inclusive, and Tracts A through P, inclusive, of LEGACY VILLAGE, according to Book 1038 of Maps, page 50, records of Maricopa County, Arizona;

EXCEPTING and RESERVING to the United States of America all the coal and other minerals as reserved in the Patent recorded in Book 257 of Deeds, page 126, records of Maricopa County, Arizona.

APN: 503-52-013C, 503-52-013E, 503-52-013F, 503-52-014E, 503-52-017A, 503-52-017B and
503-76-824 through 503-76-947 inclusive

EXHIBIT B

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

The South half of the South half of Lot 3, Section 31, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the West 100.00 feet dedicated to the City in fee title recorded October 16, 2020 in Recording No. 20200994798; and

Excepting to the United States of America all the coal and other minerals as reserved in the Patent recorded in Book 257 of Deeds, Page 126, records of Maricopa County, Arizona.

APN: 503-52-014F (Covers more property)

EXHIBIT C

Exhibit C: Phasing Plan

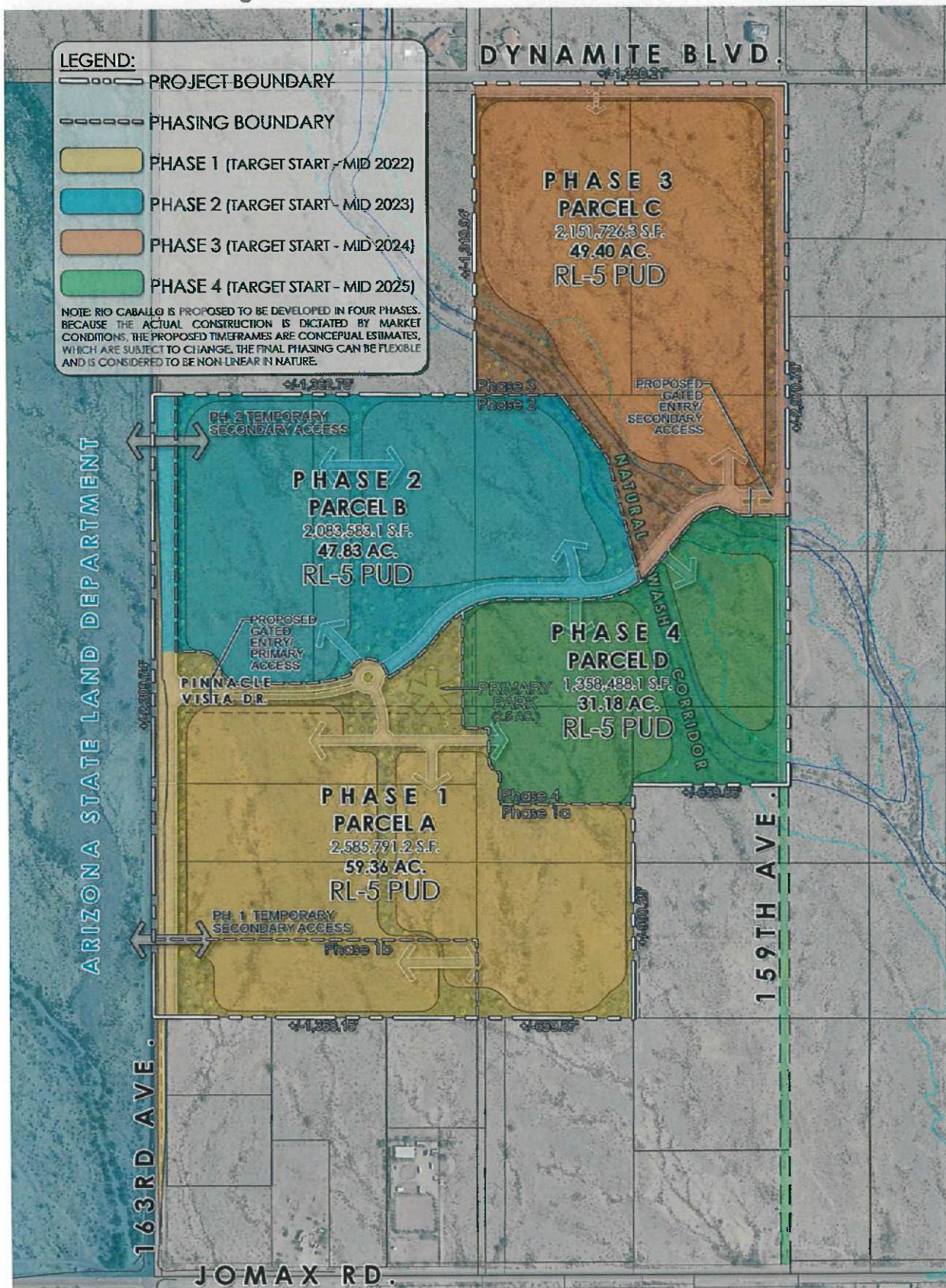


EXHIBIT D

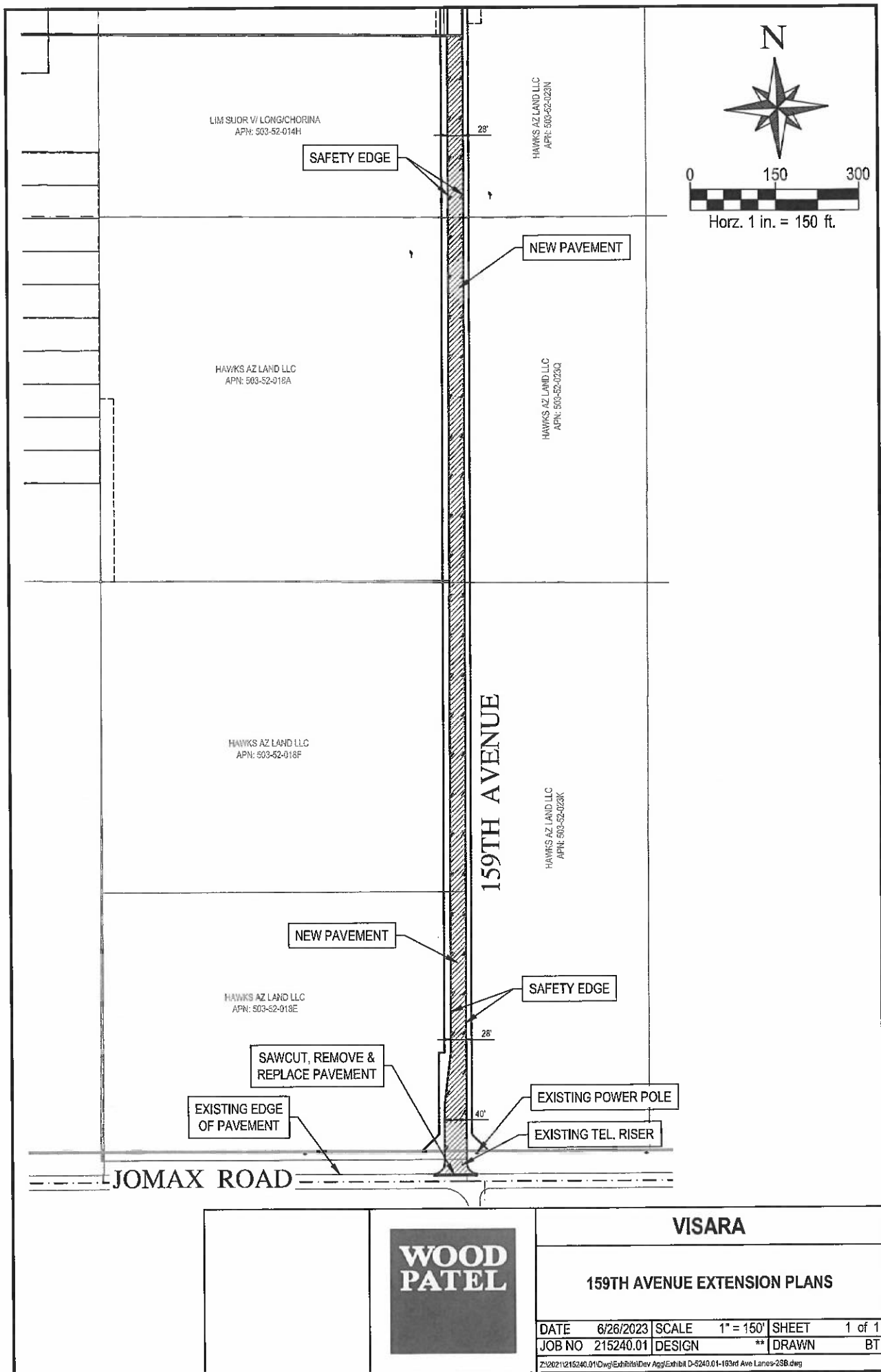


EXHIBIT E

Engineers Opinion of Probable Cost:

**Visara- 159th Ave Jomax to Visara
Paving Plan**

DESCRIPTION OF IMPROVEMENT	QTY	UNIT	UNIT PRICE	TOTAL
Paving				
5" AC over 9" ABC (Including Subgrade prep)	4,939	SY	\$ 40.00	\$ 197,560.00
Survey Monument per MAG Std Dtl 120, Type 'A'	1	EA	\$ 195.00	\$ 195.00
Thickened Edge Pavement	2,050	LF	\$ 5.00	\$ 10,250.00
Sawcut and Remove Pavement (SY)	80	LF	\$ 10.00	\$ 800.00
Total - Paving Plan				\$ 208,805.00
Total - Paving				\$ 208,805.00
Total - 10% Contingency				\$ 20,880.50
Grand Total				\$ 229,685.50



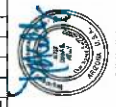
EXHIBIT F

EXHIBIT G

Exhibit G 159th Avenue Buy-In Fee Buy In Draw No. 000	Buy In Agreement Terms					Project	7/1/2022	=Purchase Date
	Initial Prime %	Additional %	Effective Date	Term Yrs.	Expires On	[Project Name]	0	=Adjacent Ways (FFT)
	4.00%	3.00%	7/1/2022	30	7/1/2052			

[illegible]

EXHIBIT H

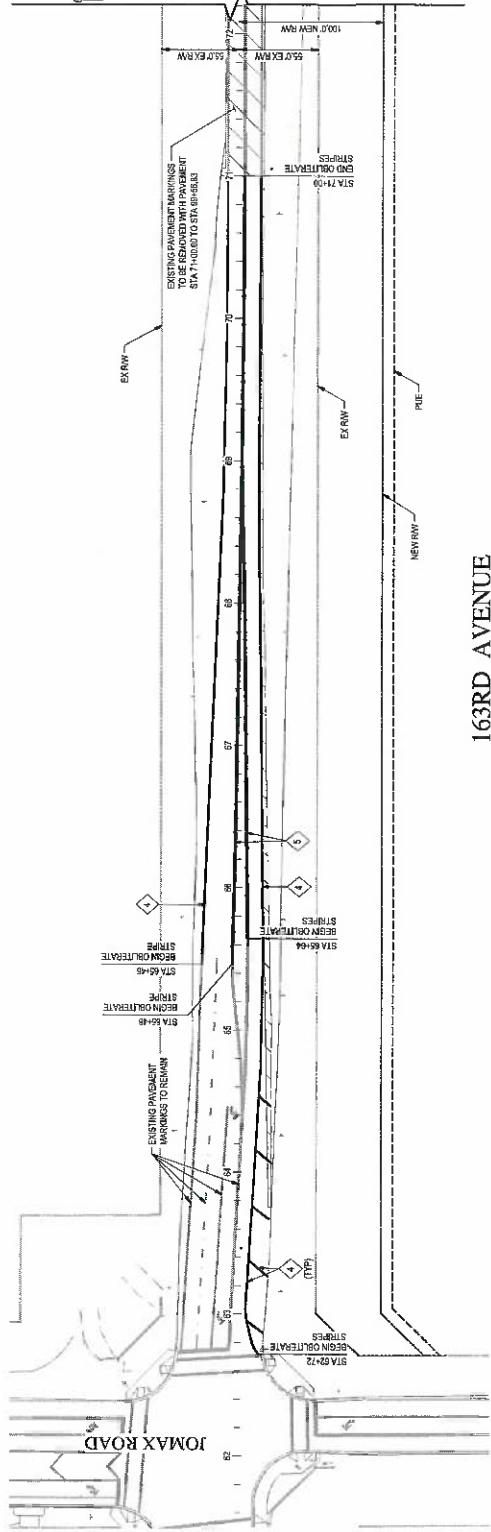
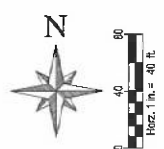


REV	DESCRIPTION	DATE

163RD AVENUE PAVING PLANS
 SURPRISE, ARIZONA
 PAVEMENT MARKING REMOVAL PLAN SHEET



WOOD
PART
 Inc.
 16301 N. 163rd Avenue
 Suite 100
 Surprise, AZ 85073
 (602) 933-1630
 www.woodpart.com



OBLITERATION NOTES

- 1 REMOVE EXISTING 4" SOLID STRIPE
- 2 REMOVE EXISTING 4" SOLID STRIPE AND RAISED PAVEMENT MARKERS

NOTE
 ALL MARKINGS ARE STRIPE TO STRIPE OR STRIPE TO FACE OF CURB



KEY MAP



163RD AVENUE

JOMAX ROAD

163RD AVENUE

163RD AVENUE

163RD AVENUE

163RD AVENUE

163RD AVENUE

163RD AVENUE

163RD AVENUE

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163RD AVENUE

163RD AVENUE

SIGNING AND PAVEMENT MARKING NOTES

1 NEW VEHICLE PLATES ARE REQUIRED TO BE 10" WIDE BY 6" HIGH. "NEW" LEGEND SHALL BE OBTAINED FROM THE CITY OF SURPRISE, STD. 01-4240.

2 NEW VEHICLE PLATE SYMBOL & AROUND PER CITY OF SURPRISE, STD. 01-4240.

3 INSTALL STREET NAME SIGN PER CITY OF SURPRISE, STD. 01-4240. ALL STREET NAME SIGNS ARE TO BE SEED PER CITY OF SURPRISE STD. 01-4240.

NOTE:
ALL DRAWINGS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
FALL OF 2018

[illegible]

1

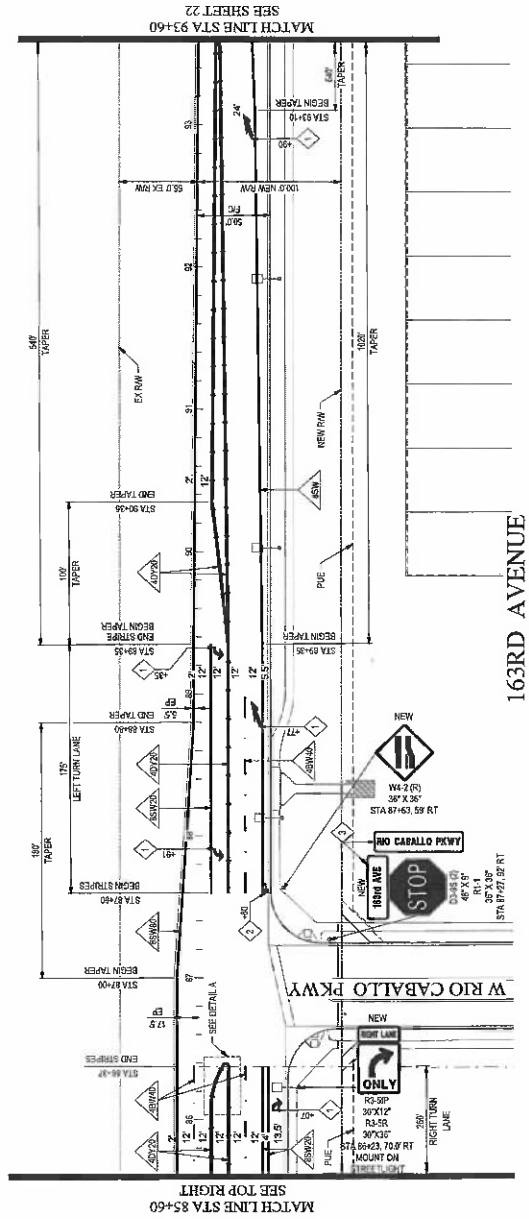
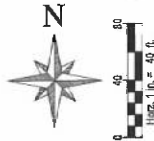


NEW PAVEMENT SYMBOL PER ADOT STD M-10
"ONLY" LEGEND SHALL BE OMITTED

NEW BICYCLE PAVT SYMBOL & ARROW PER
CITY OF SURPRISE STD DTL 420B

INSTALL STREET NAME SIGN PER CITY OF
SURPRISE STD DTL 422

STREET NAME SIGNS ARE TO BE SIZED PER
CITY OF SURPRISE STD DTL 424B



WOOD PAULT
 Wood Paalt Associates, Inc.
 Civil Engineering
 1000 North Central Avenue
 Suite 200
 Phoenix, Arizona 85004
 (602) 258-1000
 www.woodpaalt.com

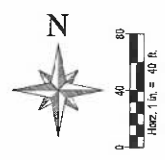


VISARA
163rd AVENUE PAVING PLANS
 SURPRISE, ARIZONA
 SIGNING & PAVEMENT MARKING PLAN SHEET

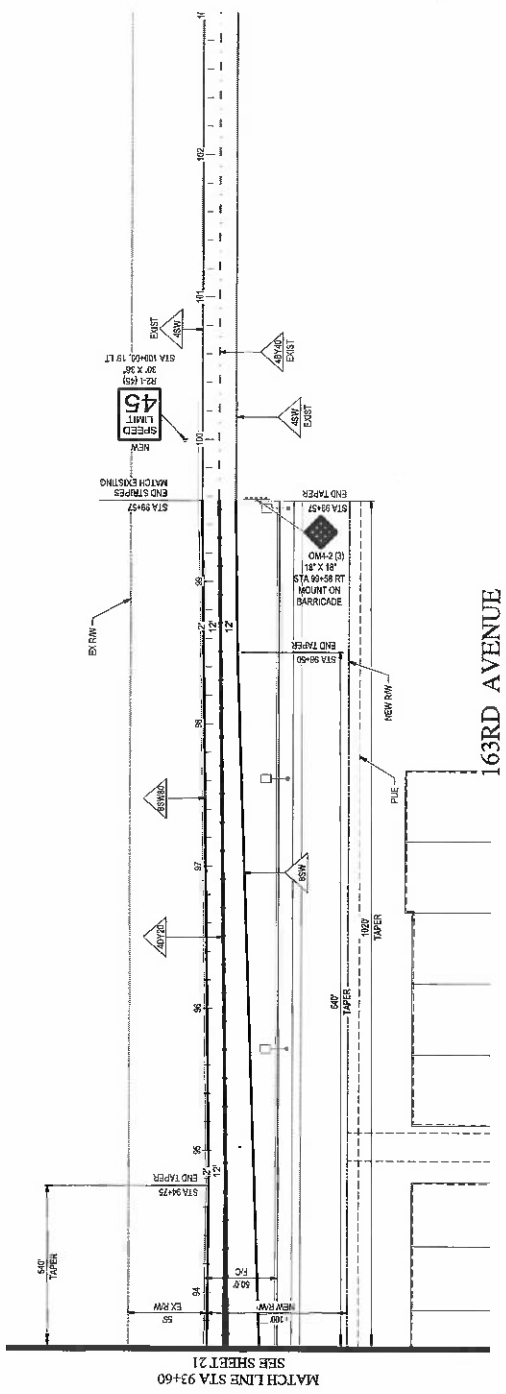
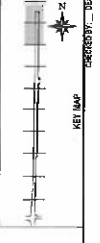
REV	DESCRIPTION	DATE



PS 00-XXXX
 SCALE: 1"=40'-0"
 DATE: 02/02/2011
 SHEET NUMBER: 22 OF 22
 PROJECT: VISARA - 163RD ST - 163RD ST



NOTE:
 ALL DIMENSIONS ARE STRIKE TO STRIKE OR STRIKE TO
 FACE OF CURB



163RD AVENUE

EXHIBIT I

Engineers Opinion of Probable Cost:

**Visara- 163rd Avenue
Improvements- Jomax to South Project Boundary**

DESCRIPTION OF IMPROVEMENT	QTY	UNIT	UNIT PRICE	TOTAL
<u>Paving & Removals</u>				
5" AC over 9" ABC (Including Subgrade prep)	3,186	SY	\$ 40.00	\$ 127,440.00
Adjust Manhole Frame	2	EA	\$ 360.00	\$ 720.00
Fire Hydrant Marker per MAG Std Dtl 122	1	EA	\$ 50.00	\$ 50.00
Thickened Edge Pavement	1,134	LF	\$ 5.00	\$ 5,670.00
Sawcut Pavement	583	LF	\$ 1.50	\$ 874.50
Remove Ex. Pavement (SY)	1,705	SY	\$ 10.00	\$ 17,050.00
Remove Existing Fence	66	LF	\$ 5.00	\$ 330.00
<u>Subtotal - Paving</u>				\$ 152,134.50
10% Contingency				\$ 15,213.45
Total - Improvements- Jomax to South Project Boundary				\$ 167,347.95
Right Of Way Acquisition Cost				\$ 293,432.00
Grand Total				\$ 460,779.95



EXHIBIT J



N.T.S.

**BENEFITTING PROPERTIES
ALONG 163RD AVENUE**

163RD AVE

947.4'

SAUNDERS DALE
APN: 503-52-019F

JOMAX SWA
INVESTMENTS, LLC
APN: 503-52-019G

LANLEY PARTNERS
INVESTMENTS, LLC
APN: 503-52-019H

JOMAX SWA
INVESTMENTS LLC
APN: 503-52-019Q

JOMAX SWA
INVESTMENTS LLC
APN: 503-52-019R

MT SURPRISE ARIZONA
PROPERTY LLC
APN: 503-52-019K

HAWKS AZ LAND LLC
APN: 503-52-019F

HAWKS AZ LAND LLC
APN: 503-52-019E

159TH AVE

HAWKS AZ LAND LLC
APN: 503-52-019K

HAWKS AZ LAND LLC
APN: 503-52-019D

HAWKS AZ LAND LLC
APN: 503-52-019C

HAWKS AZ LAND LLC
APN: 503-52-019B

HAWKS AZ LAND LLC
APN: 503-52-019A

CANAAMERICA LP
APN: 503-52-026N

PLATH ROBERT V
APN: 503-52-026H

DYNAMITE GROUP LTD
APN: 503-52-026F

DYNAMITE ROAD

BOBBY L WONG AND SHERRY LIN
WONG REVOCABLE TRUST D1
SILVIO LIVING TRUST ETAL
APN: 503-52-015A

VISARA

**163RD AVENUE IMPROVEMENTS
BENEFITTING PROPERTIES EXHIBIT**

DATE	10-17-2023	SCALE	NTS	SHEET	1 of 1
JOB NO	215240	DESIGN	DC	CHECK	FK
		DRAWN	DC/ BT	RFI #	N/A

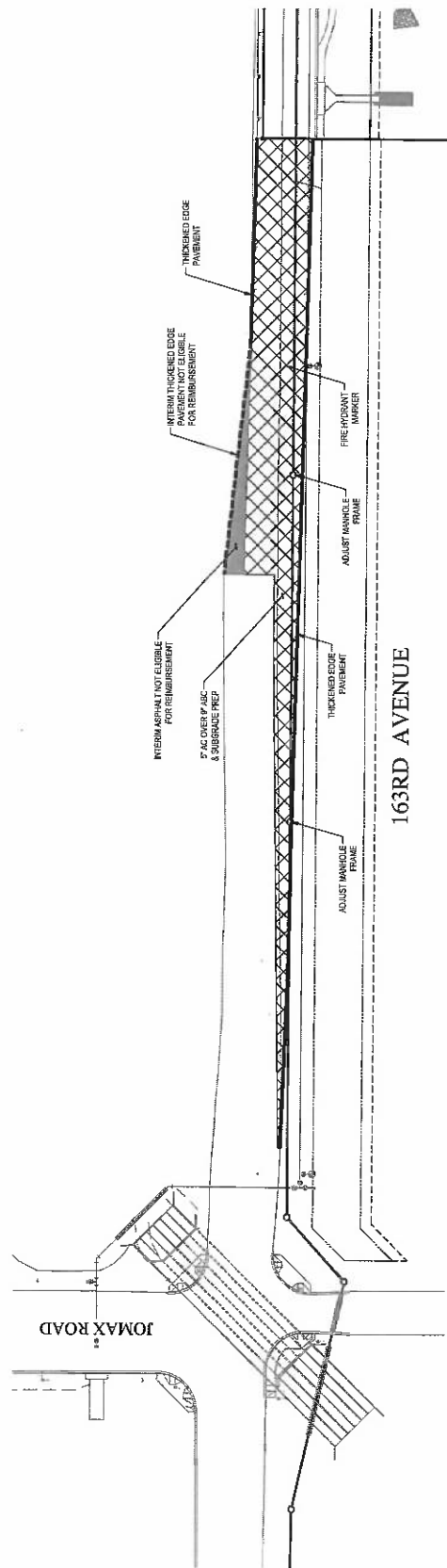
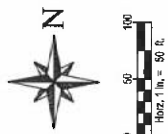
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**WOOD
PATEL**

EXHIBIT K

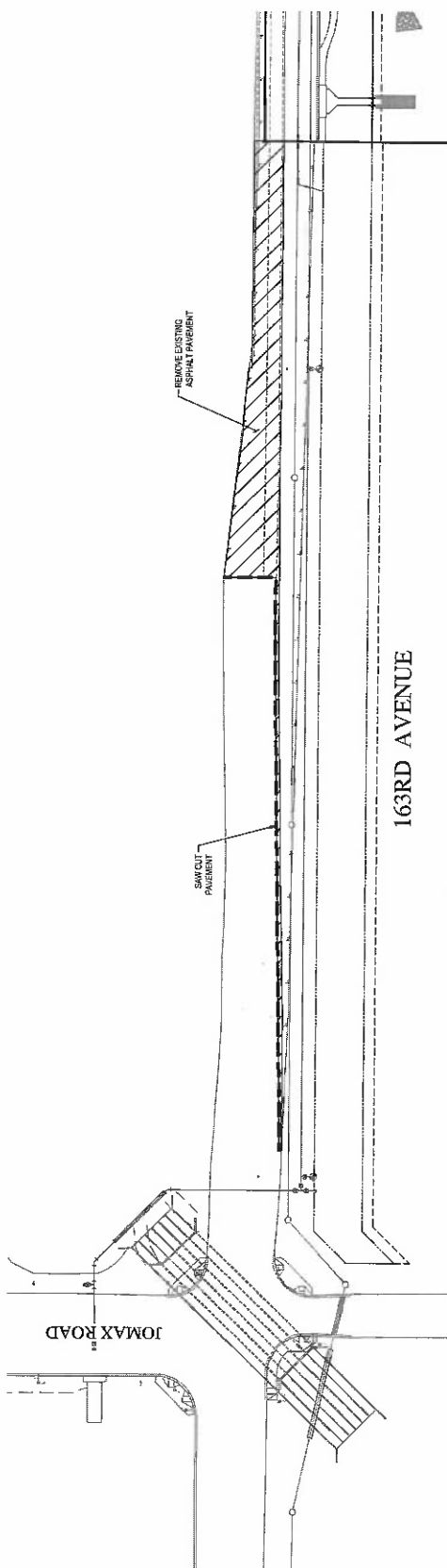
Page 500 of 704

EXHIBIT L



PROPOSED PAVING IMPROVEMENTS*

*SICING AND STRIPING ARE CONSIDERED INTERIM IMPROVEMENTS THAT ARE NOT ELIGIBLE FOR REIMBURSEMENT



REMOVAL LIMITS (ELIGIBLE FOR REIMBURSEMENT)

LEGEND

- PERMANENT IMPROVEMENT LIMITS (ELIGIBLE FOR REIMBURSEMENT)
- INTERIM IMPROVEMENT LIMITS (NOT ELIGIBLE FOR REIMBURSEMENT)
- PERMANENT REMOVAL LIMITS (ELIGIBLE FOR REIMBURSEMENT)

**NOT
FOR
CONSTRUCTION
OR RECORDING**



VISARA

**163RD AVENUE
OFFSITE QUANTITY EXHIBIT**

DATE	9/17/2023	SCALE	1" = 80'	SHEET	1 OF 1
JOB NO.	215240.01	DESIGN	TL	DRAWN	TL

2:00 PM 9/17/23 VISARA PROJECT MANAGER: VISARA.COM/PROJECTS/215240.01

EXHIBIT M



TABLE 2
WATER DEMAND DESIGN FLOWS

Project Visara Phase 1
Location Surprise AZ
Project Number 215240.01
Project Engineer Peris Rashid
References City of Surprise, Water Infrastructure IWMP (2009)

	LAND USE AND DWELLING UNIT BREAKDOWN BY JUNCTION										PEAK HOUR FLOW			
	ELEVATION (ft)	PRESSURE ZONE	LAND USE	DWELLING UNITS	Turf (acre)	Xeriscape (acres)	AVERAGE DAILY DEMAND			MAX DAILY FLOW			Total (gpm)	
							(gpd)	(gpm)	(gpm)	(gpd)	(gpm)	(gpm)	(gpm)	(gpm)
J-29	1,441.5	PZ-3A	Single Family Residential	--	--	--	--	--	--	--	--	--	--	--
J-30	1,441.9	PZ-3A	Single Family Residential	--	--	--	--	--	--	--	--	--	--	--
J-31	1,444.1	PZ-3A	Single Family Residential	--	--	--	--	--	--	--	--	--	--	--
J-32	1,433.7	PZ-3A	Single Family Residential	--	--	--	--	--	--	--	--	--	--	--
J-33	1,434.3	PZ-3A	Single Family Residential	11	--	--	3,520	2.4	2.4	7,040	4.9	4.9	10,560	7.3
J-34	1,435.8	PZ-3A	Single Family Residential	9	--	--	2,880	2.0	2.0	5,760	4.0	4.0	8,640	6.0
J-35	1,435.0	PZ-3A	Single Family Residential	16	--	--	5,120	3.6	3.6	10,240	7.1	7.1	15,360	10.7
J-36	1,435.5	PZ-3A	Single Family Residential	18	--	--	5,760	4.0	4.0	11,520	8.0	8.0	17,280	12.0
J-37	1,440.4	PZ-3A	Single Family Residential	17	--	--	5,440	3.8	3.8	10,880	7.6	7.6	16,320	11.3
J-38	1,442.9	PZ-3A	Single Family Residential	12	--	--	3,840	2.7	2.7	7,680	5.3	5.3	11,520	8.0
J-39	1,440.5	PZ-3A	Single Family Residential	15	--	--	4,800	3.3	3.3	9,600	6.7	6.7	14,400	10.0
J-40	1,437.1	PZ-3A	Single Family Residential	13	--	--	4,160	2.9	2.9	8,320	5.8	5.8	12,480	8.7
J-41	1,436.3	PZ-3A	Single Family Residential	1	--	--	320	.2	.2	640	.4	.4	960	.7
J-42	1,436.7	PZ-3A	Single Family Residential	--	--	--	--	--	--	--	--	--	--	--
J-50	1,432.6	PZ-3A	Single Family Residential	16	--	--	5,120	3.6	3.6	10,240	7.1	7.1	15,360	10.7
J-51	1,432.0	PZ-3A	Single Family Residential	12	--	--	3,840	2.7	2.7	7,680	5.3	5.3	11,520	8.0
J-52	1,434.0	PZ-3A	Single Family Residential	12	--	--	3,840	2.7	2.7	7,680	5.3	5.3	11,520	8.0
J-53	1,435.9	PZ-3A	Single Family Residential	2	--	--	640	.4	.4	1,280	.9	.9	1,920	1.3
J-55	1,431.2	PZ-3A	Single Family Residential	10	--	--	3,200	2.2	2.2	6,400	4.4	4.4	9,600	6.7
J-56	1,429.5	PZ-3A	Single Family Residential	16	--	--	5,120	3.6	3.6	10,240	7.1	7.1	15,360	10.7
J-63	1,428.0	PZ-3A	Single Family Residential	--	--	--	--	--	--	--	--	--	--	--
J-68	1,436.5	PZ-3A	Single Family Residential	--	--	--	--	--	--	--	--	--	--	--
J-89	1,440.6	PZ-3A	Single Family Residential	1	0.31	13.55	19,175	13.3	13.3	38,350	26.6	26.6	57,525	39.9
J-90	1,426.0	PZ-3A	Single Family Residential	--	--	--	--	--	--	--	--	--	--	--
J-91	1,422.7	PZ-3A	Single Family Residential	--	--	--	--	--	--	--	--	--	--	--
Total				181	0.31	13.55	76,775	53.4	53.4	153,550	106.5	106.5	230,325	160.0

Notes: Single Family Dwelling Unit: 320 gpd/du (Average Daily Demand)
640 gpd/du (Maximum Daily Demand)

Turf: 4,000 gpd/acre
Xeriscape: 1,300 gpd/acre

Total Maximum Daily Demand: 153,550 gpd
Equivalent EDU: 240

EXHIBIT N

Legal Description

Tract P of the Desert Oasis At Surprise Parcel L5-A Final Plat as recorded in Book 822 Page 45
of the Official Records of Maricopa County

EXHIBIT O

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____, an Arizona corporation ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit O-1 attached hereto and incorporated herein by this reference (the "Property").

Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

FURTHER SUBJECT TO the following conditions and restrictions:

1. Reservation of Water Rights. A water-producing well, known as Desert Oasis Well No. 3 ("Well"), is situated on the Property. All or a portion of the water from the Well is intended to serve development on property legally described in Exhibit O-2 ("Project Site"). Grantor shall retain all rights to water in excess of water required ("Water Requirement") to serve the Project Site ("Surplus Water"), including, but not limited to, the right to sell or otherwise transfer such Surplus Water, subject to the terms and conditions set forth in Section 5 of that certain Development Agreement by and between the City of Surprise and Leavitt Cap Rio Caballo, LLC, and Gerald L. Schneerer and Linda M. Schneerer, Trustees or Their Successors, of the Gerald L. Schneerer and Linda M. Schneerer Living Trust, Dated December 17, 1993, which is dated _____, 2023, and recorded as MCR _____ and any amendments thereto. Grantee acknowledges that the development project on the Project Site may be phased and that capacity in the Well will be considered to be part of the Water Requirement based on approved final plats.

2. Covenants Running with Land. The foregoing conditions and restrictions shall be deemed covenants running with the land and binding upon Grantee and its successors and assigns.

3. Miscellaneous. Any provision or provisions of this Special Warranty Deed which shall be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and all of the remaining provisions hereof shall nevertheless remain in full force and effect, and such invalid, void or illegal provision shall be deemed to be severed from the terms of this Special Warranty Deed.

{Signature Pages Following}

Dated this ____ day of _____, 2023

GRANTOR

Name

By:

Its:

STATE OF _____)

)ss.

County of _____)

This instrument was acknowledged and executed before me this ____ day of
____ 2023, by _____.

My Commission Expires:

NOTARY PUBLIC

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall
Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Skip Hall, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

Exhibit O-1

Property Legal Description

DRAFT

Exhibit O-2

Project Site Legal Description

DRAFT

EXHIBIT P

Engineers Opinion of Probable Cost:

Visara- Water Improvements (163rd Ave)

DESCRIPTION OF IMPROVEMENT	QTY	UNIT	UNIT PRICE	TOTAL
Baseline				
<u>Water</u>				
8" Polywrapped DIP Class 350	130	LF	\$ 136.00	\$ 17,680.00
8" Valve, Box & Cover	3	EA	\$ 2,970.00	\$ 8,910.00
12" Polywrapped DIP Class 350	60	LF	\$ 175.00	\$ 10,500.00
12" Valve Box and Cover	1	EA	\$ 8,500.00	\$ 8,500.00
12" Polywrapped DIP Class 350	3,954	LF	\$ 175.00	\$ 691,950.00
12" Valve Box and Cover	7	EA	\$ 8,500.00	\$ 59,500.00
Tapping Sleeve & Valve	1	EA	\$ 6,500.00	\$ 6,500.00
6" Fire Hydrant complete	3	EA	\$13,300.00	\$ 39,900.00
1" Landscape Water Service	1	EA	\$ 1,500.00	\$ 1,500.00
Remove and Replace Pavement	66	SY	\$ 60.00	\$ 3,960.00
10% Contingency				\$ 84,890.00
Total - Water Plan (Baseline)				\$ 933,790.00

Oversize				
<u>Water</u>				
8" Polywrapped DIP Class 350	130	LF	\$ 136.00	\$ 17,680.00
8" Valve, Box & Cover	3	EA	\$ 2,970.00	\$ 8,910.00
12" Polywrapped DIP Class 350	60	LF	\$ 175.00	\$ 10,500.00
12" Valve Box and Cover	1	EA	\$ 8,500.00	\$ 8,500.00
16" Polywrapped DIP Class 350	3,954	LF	\$ 210.00	\$ 830,340.00
16" Valve Box and Cover	7	EA	\$14,900.00	\$ 104,300.00
Tapping Sleeve & Valve	1	EA	\$ 6,500.00	\$ 6,500.00
6" Fire Hydrant complete	3	EA	\$13,300.00	\$ 39,900.00
1" Landscape Water Service	1	EA	\$ 1,500.00	\$ 1,500.00
Remove and Replace Pavement	66	SY	\$ 60.00	\$ 3,960.00
10% Contingency				\$ 103,209.00
Total - Water Plan (Baseline)				\$ 1,135,299.00

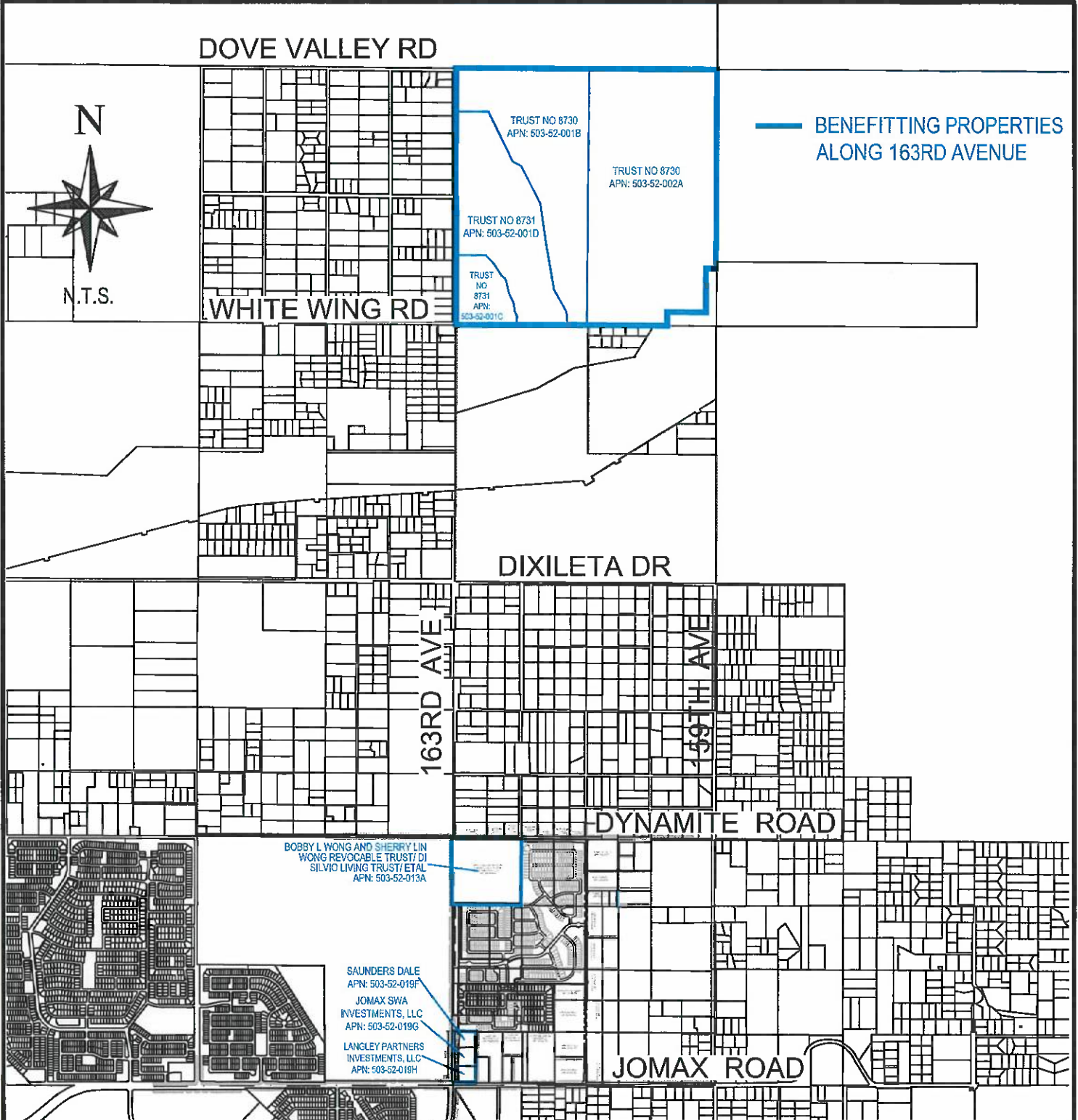
Difference \$ **201,509.00**

Certification: I hereby declare, to the best of my knowledge, that the above construction cost breakdown is accurate.



(SEAL)

EXHIBIT Q



— BENEFITTING PROPERTIES
ALONG 163RD AVENUE



VISARA

**163rd AVENUE
WATER IMPROVEMENTS
BENEFITTING PROPERTIES EXHIBIT**

DATE	10-17-2023	SCALE	NTS	SHEET	1 of 1
JOB NO	215240	DESIGN	DC	CHECK	FK
		DRAWN	DC/ BT	RFI #	N/A

Z:\2021\215240.01\Drawings\Exhibits\Dev Agg\Exhibit O-163 Ave Dev Agg-163rd Avenue-Water 2023-0328.dwg

EXHIBIT R

EXHIBIT S

Engineers Opinion of Probable Cost:

Visara- Water Improvements (Jomax Road)

DESCRIPTION OF IMPROVEMENT	QTY	UNIT	UNIT PRICE	TOTAL
Baseline				
<u>Water</u>				
12" Polywrapped DIP Class 350	3,709	LF	\$ 175.00	\$ 649,075.00
12" Valve Box and Cover	5	EA	\$ 8,500.00	\$ 42,500.00
Remove Existing Curb Stop and Connect New Pipe	1	EA	\$20,000.00	\$ 20,000.00
6" Fire Hydrant complete	4	EA	\$13,300.00	\$ 53,200.00
Remove and Replace Pavement	270	SY	\$ 60.00	\$ 16,200.00
10% Contingency				\$ 78,097.50
Total - Water Plan (Baseline)				\$ 859,072.50

Oversize				
<u>Water</u>				
16" Polywrapped DIP Class 350	3,709	LF	\$ 210.00	\$ 778,890.00
16" Valve Box and Cover	5	EA	\$14,900.00	\$ 74,500.00
Remove Existing Curb Stop and Connect New Pipe	1	EA	\$20,000.00	\$ 20,000.00
6" Fire Hydrant complete	4	EA	\$13,300.00	\$ 53,200.00
Remove and Replace Pavement	270	SY	\$ 60.00	\$ 16,200.00
10% Contingency				\$ 94,279.00
Total - Water Plan (Baseline)				\$ 1,037,069.00

Difference **\$ 177,996.50**

Certification: I hereby declare, to the best of my knowledge, that the above construction cost breakdown is accurate.



(SEAL)

EXHIBIT T

EXHIBIT U

163rd Avenue	Site Acreage	Initial Buy In Fee (Cost Per Acre)	Initial Reimbursement Amount	Purchased Acreage	Remaining Acreage	Prime + 3% Fee Adjustment	Adjusted Acreage	Buy In Acreage	Buy In Amount	Remaining Acreage
APN: 503-52-013A	41.2	\$188.48	\$7,765.31	0	41.2	100.00%		0	\$0.00	41.2
APN: 503-52-019F	0.4	\$188.48	\$75.39	0	0.4	0.00%		0	\$0.00	0.4
APN: 503-52-019G	0.4	\$188.48	\$75.39	0	0.4	0.00%		0	\$0.00	0.4
APN: 503-52-019H	0.34	\$188.48	\$64.08	0	0.34	0.00%		0	\$0.00	0.34
APN: 503-52-001C	34.00	\$188.48	\$6,408.23	0	34.00	0.00%		0	\$0.00	34.00
APN: 503-52-001D	129.17	\$188.48	\$24,346.41	0	129.17	0.00%		0	\$0.00	129.17
APN: 503-52-001B	162.07	\$188.48	\$30,546.01	0	162.07	0.00%		0	\$0.00	162.07
APN: 503-52-002A	308.47	\$188.48	\$58,139.93	0	308.47	0.00%		0	\$0.00	308.47
APN: 503-52-026F	10.01	\$188.48	\$1,887.05	0	10.01	0.00%		0	\$0.00	10.01
APN: 503-52-026M	5.00	\$188.48	\$943.28	0	5.00	0.00%		0	\$0.00	5.00
APN: 503-52-026T	5.00	\$188.48	\$942.84	0	5.00	0.00%		0	\$0.00	5.00
APN: 503-52-026R	5.00	\$188.48	\$942.52	0	5.00	0.00%		0	\$0.00	5.00
APN: 503-52-026V	5.01	\$188.48	\$943.44	0	5.01	0.00%		0	\$0.00	5.01
APN: 503-52-026W	5.00	\$188.48	\$943.28	0	5.00	0.00%		0	\$0.00	5.00
APN: 503-52-026U	5.00	\$188.48	\$942.92	0	5.00	0.00%		0	\$0.00	5.00
APN: 503-52-026L	20.01	\$188.48	\$3,771.49	0	20.01	0.00%		0	\$0.00	20.01
APN:503-52-026S	5.00	\$188.48	\$942.60	0	5.00	0.00%		0	\$0.00	5.00
APN: 503-52-016B	28.77	\$188.48	\$5,422.38	0	28.77	0.00%		0	\$0.00	28.77
APN: 503-52-023P	5.00	\$188.48	\$942.39	0	5.00	0.00%		0	\$0.00	5.00
APN: 503-52-015B	19.17	\$188.48	\$3,612.57	0	19.17	0.00%		0	\$0.00	19.17
APN: 503-52-023C	10.00	\$188.48	\$1,884.78	0	10.00	0.00%		0	\$0.00	10.00
APN: 503-52-023R	5.00	\$188.48	\$942.39	0	5.00	0.00%		0	\$0.00	5.00
APN: 503-52-023Q	5.00	\$188.48	\$942.39	0	5.00	0.00%		0	\$0.00	5.00
APN: 503-52-023L	7.94	\$188.48	\$1,495.69	0	7.94	0.00%		0	\$0.00	7.94
APN: 523-52-023K	7.97	\$188.48	\$1,507.83	0	7.97	0.00%		0	\$0.00	7.97
APN: 503-52-018E	8.50	\$188.48	\$1,602.85	0	8.50	0.00%		0	\$0.00	8.50
APN: 503-52-018F	8.25	\$188.48	\$1,554.57	0	8.25	0.00%		0	\$0.00	8.25
APN: 503-52-018A	10.19	\$188.48	\$1,920.61	0	10.19	0.00%		0	\$0.00	10.19
APN: 503-52-014H	5.00	\$188.48	\$942.39	0	5.00	0.00%		0	\$0.00	5.00
APN: 503-52-023N	5.00	\$188.48	\$942.39	0	5.00	0.00%		0	\$0.00	5.00
APN: 503-52-080B	2.56	\$188.48	\$481.94	0	2.56	0.00%		0	\$0.00	2.56
APN: 503-52-079	4.71	\$188.48	\$887.84	0	4.71	0.00%		0	\$0.00	4.71
APN: 503-52-081B	2.51	\$188.48	\$473.06	0	2.51	0.00%		0	\$0.00	2.51
APN: 503-52-019Q	9.53	\$188.48	\$1,796.02	0	9.53	0.00%		0	\$0.00	9.53
APN: 503-52-019R	3.03	\$188.48	\$570.34	0	3.03	0.00%		0	\$0.00	3.03
APN: 503-52-019M	2.58	\$188.48	\$486.68	0	2.58	0.00%		0	\$0.00	2.58
APN: 503-52-019K	13.28	\$188.48	\$2,502.33	0	13.28	0.00%		0	\$0.00	13.28
APN: 503-56-903	2.17	\$188.48	\$408.15	0	2.17	0.00%		0	\$0.00	2.17
APN: 503-56-902	1.16	\$188.48	\$219.22	0	1.16	0.00%		0	\$0.00	1.16
APN: 503-56-901	1.16	\$188.48	\$219.23	0	1.16	0.00%		0	\$0.00	1.16
APN: 503-52-290	2.07	\$188.48	\$390.04	0	2.07	0.00%		0	\$0.00	2.07
APN: 503-52-289	4.59	\$188.48	\$865.09	0	4.59	0.00%		0	\$0.00	4.59
APN: 503-52-291	2.17	\$188.48	\$409.51	0	2.17	0.00%		0	\$0.00	2.17
APN: 503-52-023S	10.00	\$188.48	\$1,884.78	0	10.00	0.00%		0	\$0.00	10.00
APN: 503-52-023M	15.99	\$188.48	\$3,013.85	0	15.99	0.00%		0	\$0.00	15.99
TOTALS	944.38	\$188.48	\$177,996.50	0	944.38	0.00%		0	\$0.00	944.38

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EXHIBIT V

Engineers Opinion of Probable Cost:

Visara- Wastewater Improvements (163rd Ave)

DESCRIPTION OF IMPROVEMENT	QTY	UNIT	UNIT PRICE	TOTAL
Baseline				
Sewer				
Existing Manhole Tie In	1	EA	\$20,000.00	\$ 20,000.00
10" PVC SDR-35 Pipe	77	LF	\$ 80.00	\$ 6,160.00
10" PVC SDR-35 Pipe	1,960	LF	\$ 80.00	\$ 156,800.00
5' Diameter Manhole	16	EA	\$19,000.00	\$ 304,000.00
Remove and Replace Pavement	69	SY	\$ 40.00	\$ 2,760.00
10% Contingency				\$ 48,972.00
Total - Sewer Plan (Baseline)				\$ 538,692.00

Oversize

Sewer				
Existing Manhole Tie In	1	EA	\$20,000.00	\$ 20,000.00
10" PVC SDR-35 Pipe	77	LF	\$ 80.00	\$ 6,160.00
15" PVC SDR-35 Pipe	2,485	LF	\$ 130.00	\$ 323,050.00
15" PVC SDR-35 Pipe	1,960	LF	\$ 130.00	\$ 254,800.00
5' Diameter Manhole	15	EA	\$19,000.00	\$ 285,000.00
Remove and Replace Pavement	71	SY	\$ 40.00	\$ 2,840.00
10% Contingency				\$ 89,185.00

Total - Sewer Plan (oversize) **\$ 981,035.00**

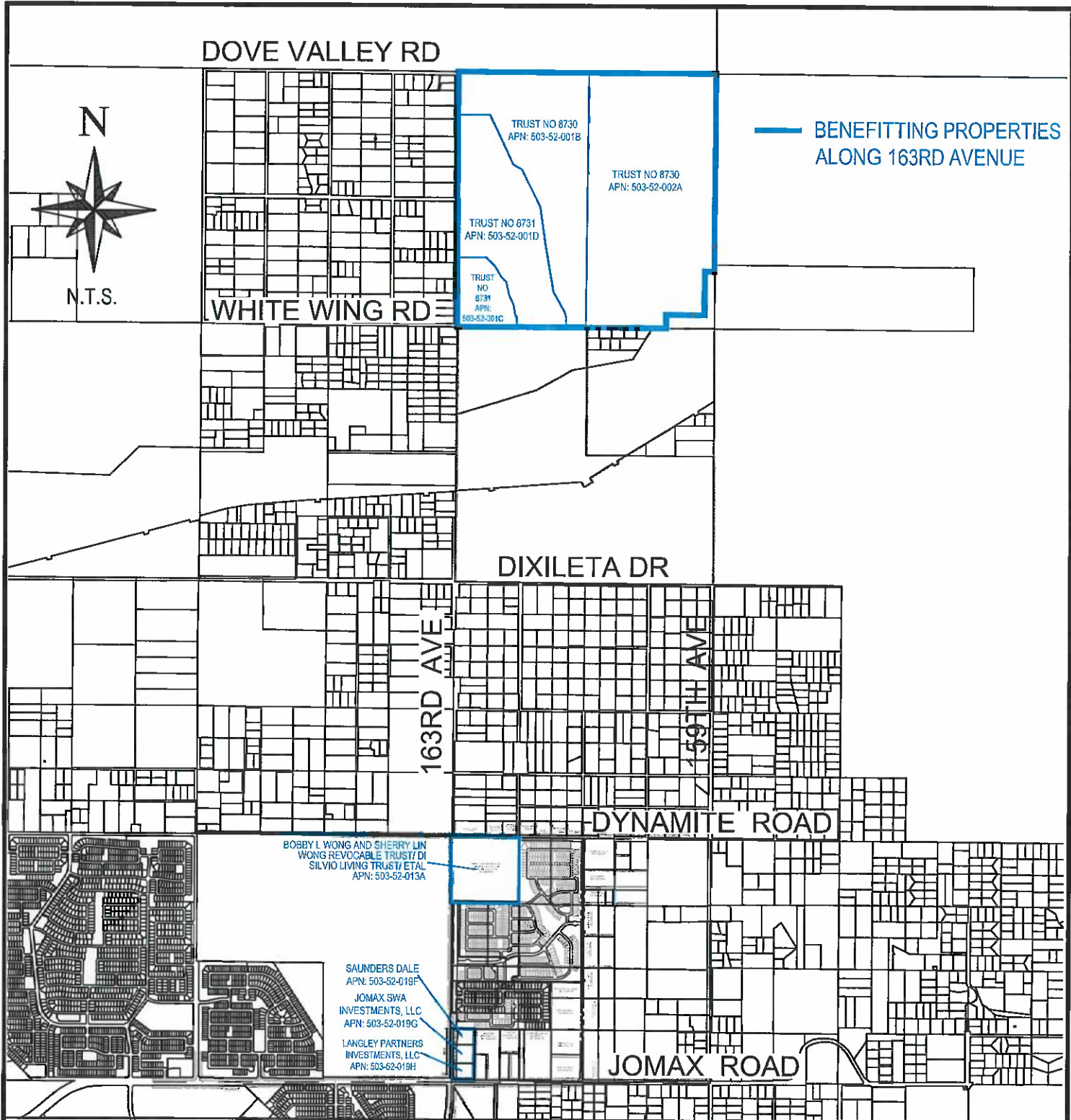
Difference **\$ 442,343.00**

Certification: I hereby declare, to the best of my knowledge, that the above construction cost breakdown is accurate.



(SEAL)

EXHIBIT W



VISARA

**163rd AVENUE
WASTEWATER IMPROVEMENTS
BENEFITTING PROPERTIES EXHIBIT**

DATE	10-17-2023	SCALE	NTS	SHEET	1 of 1
JOB NO	215240	DESIGN	DC	CHECK	FK
		DRAWN	DC/ BT	RFI #	N/A

Z:\2021\215240\01\Drawg\Exhibits\Dev Agg\Exhibit U-163 Ave Dev Agg-163rd Avenue-WW-Exhibit U.dwg

EXHIBIT X

Project	7/1/2022	=Purchase Date
[Project Name]	0	=Adjacent Ways (Fft)

Prime + 3% Fee Adjustment	Adjusted Acreage	Buy In Acreage	Buy In Amount	Remaining Acreage
100.00%		0	\$0.00	41.2
100.00%		0	\$0.00	0.4
100.00%		0	\$0.00	0.4
100.00%		0	\$0.00	0.34
0.00%		0	\$0.00	34.00
0.00%		0	\$0.00	129.17
0.00%		0	\$0.00	162.07
0.00%		0	\$0.00	308.47
0.00%		0	\$0.00	576.05

[illegible]

EXHIBIT Y

EXHIBIT Y – Sample Notice of Payment

Buyer's Project: _____
Assessor's Parcel: _____
Case Number: _____

_____ ("Buyer") has paid [*Owner*] the following Oversized Infrastructure Improvements Buy-Ins Fees pursuant to the development agreement between the CITY OF SURPRISE, a municipal corporation organized and existing under the laws of the State of Arizona, and LEAVITT CAP RIO CABALLO, LLC, an Arizona Limited Liability Company, and GERALD L. SCHNEERER AND LINDA M. SCHNEERER, TRUSTEES OR THEIR SUCCESSORS, OF THE GERALD L. SCHNEERER AND LINDA M. SCHNEERER LIVING TRUST, DATED DECEMBER 17, 1993, dated _____, 2023. If the buy-in fee is based on the estimated budget it shall be subject to future "true-up" following the completion of the associated Oversized Infrastructure Improvement(s).

		<u>Based on Estimates</u>
\$ _____	159 th Avenue Extension Buy-in Fee	YES/NO
\$ _____	163 rd Avenue Improvements Buy-In Fee	YES/NO
\$ _____	163 rd Avenue Water Line Buy-in Fee	YES/NO
\$ _____	Jomax Road 3A Water Line Buy-In Fee	YES/NO
\$ _____	Wastewater Improvements Buy-in Fee	YES/NO

[INSERT THE FOLLOWING SENTENCE AND INITIAL IF ALL BUY-IN FEES HAVE BEEN PAID]

_____ Buyer has paid all of its Regional Improvements Buy-in Fees.

[INSERT THE FOLLOWING LANGUAGE AND INITIAL IF BUYER STILL HAS OUTSTANDING BUY-IN FEES]

_____ Buyer still owes the following Regional Improvements Buy-in Fees.

\$ _____	159 th Avenue Extension Buy-in Fee
\$ _____	163 rd Avenue Improvements Buy-In Fee
\$ _____	163 rd Avenue Water Line Buy-in Fee
\$ _____	Jomax Road 3A Water Line Buy-In Fee
\$ _____	Wastewater Improvements Buy-in Fee

[*Owner*]: _____ Date: _____

City Acknowledgment: _____ Date: _____



Resolution 2023-172

Visara Development Agreement

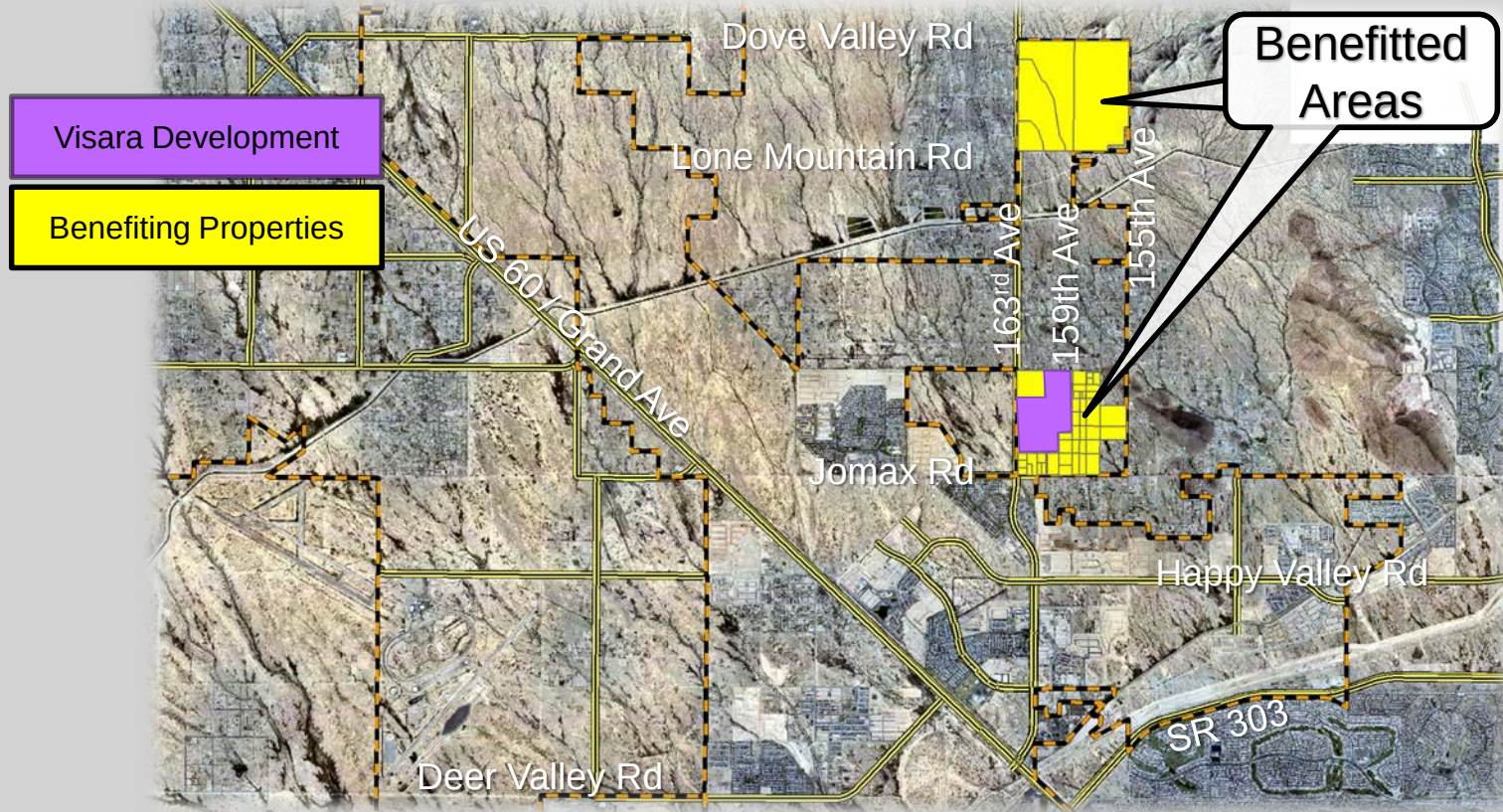
City Council
November 21, 2023



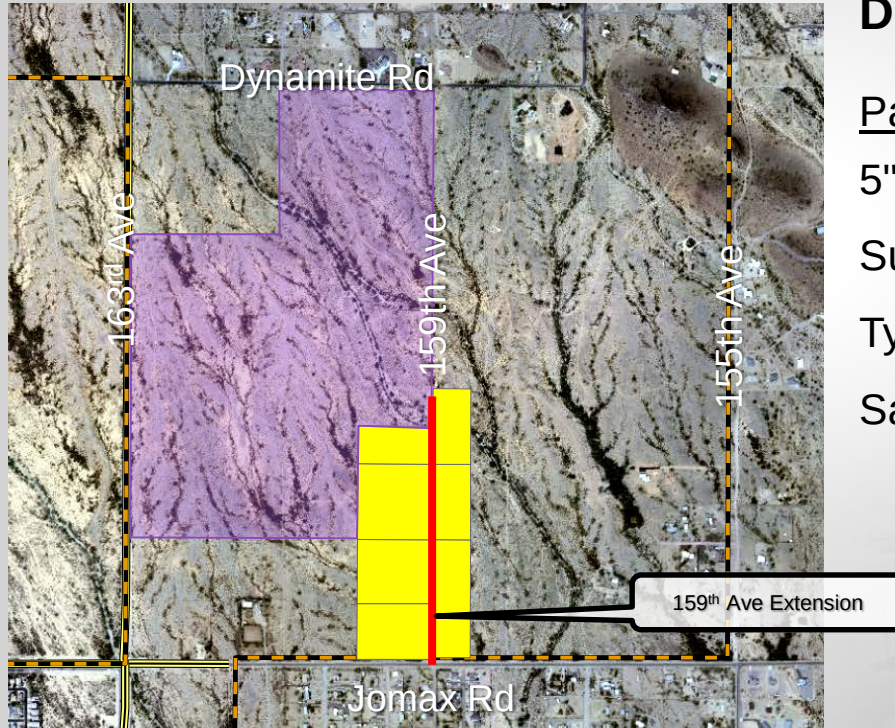
Purpose of the Agreement

The purpose of the agreement is to facilitate the development of the Visara development project by providing a method of reimbursement for the design, construction, and installation of the infrastructure improvements that not only benefit their property, but also other properties in the area pursuant to Surprise City Code Sections 42-3 through 42-10.

Location Map



159th Avenue Extension Buy-in Fee Area



Description of Improvements

Paving

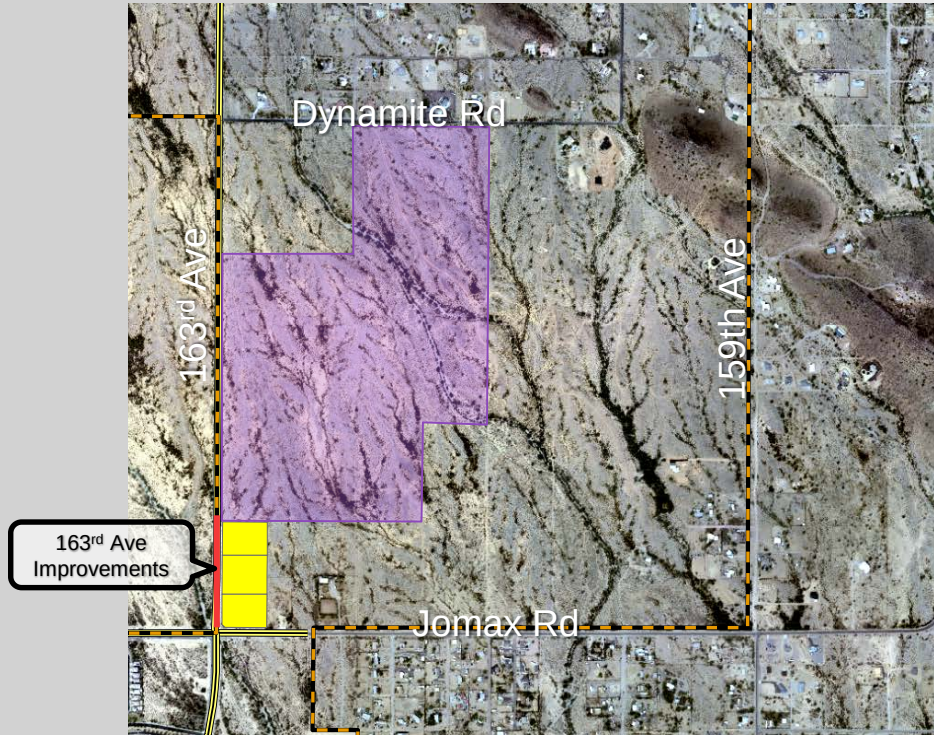
5" AC over 9" ABC (Including Subgrade prep)

Survey Monument per MAG Std Dtl 120,

Type 'A' Thickened Edge Pavement

Sawcut and Remove Pavement (SY)

163rd Avenue Improvements Buy-In Fee Area



Description of Improvements

Paving & Removals

5" AC over 9" ABC (Including Subgrade prep)

Adjust Manhole Frame

Fire Hydrant Marker per MAG Std Dtl 122

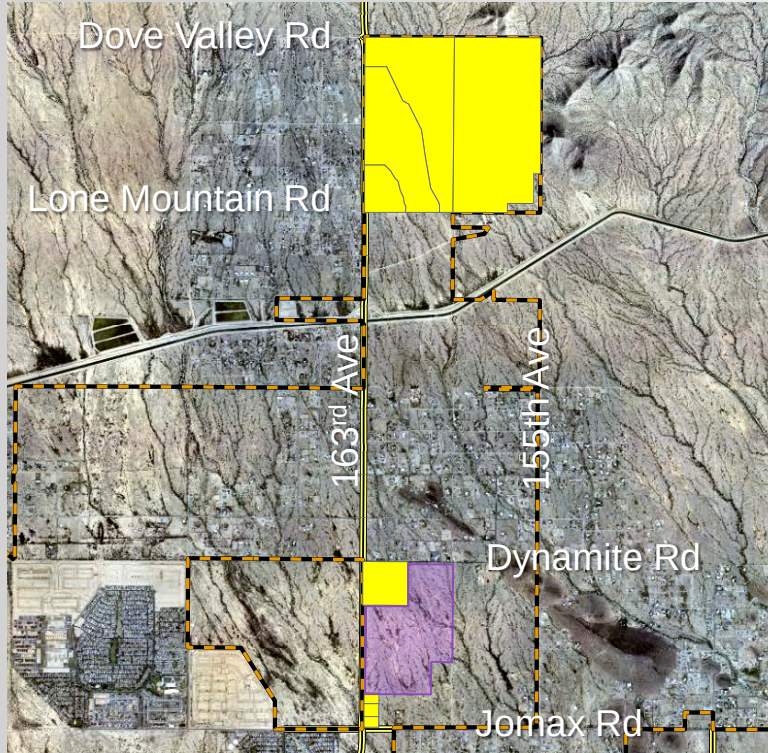
Thickened Edge Pavement

Sawcut Pavement

Remove Ex. Pavement (SY)

Remove Existing Fence

163rd Avenue Water Line Buy-in Fee Area



Description of Improvements

Water

8" Polywrapped DIP Class 350

8" Valve, Box & Cover

12" Polywrapped DIP Class 350

12" Valve Box and Cover

16" Polywrapped DIP Class 350

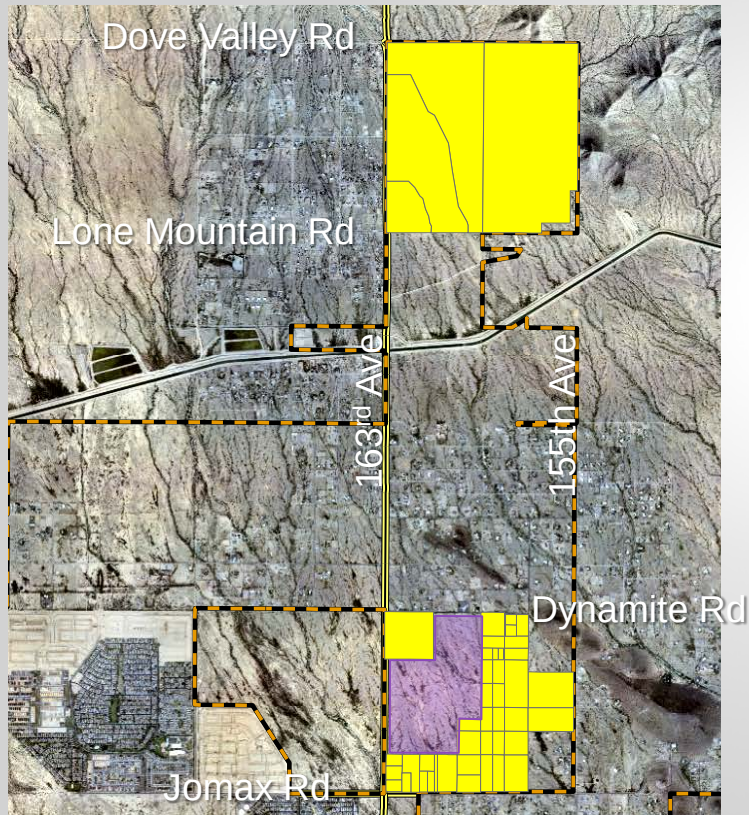
16" Valve Box and Cover Tapping Sleeve & Valve

6" Fire Hydrant complete

1" Landscape Water Service

Remove and Replace Pavement

Jomax Road 3A Water Line Buy-In Fee Area



Description of Improvements

Water

16" Polywrapped DIP Class 350

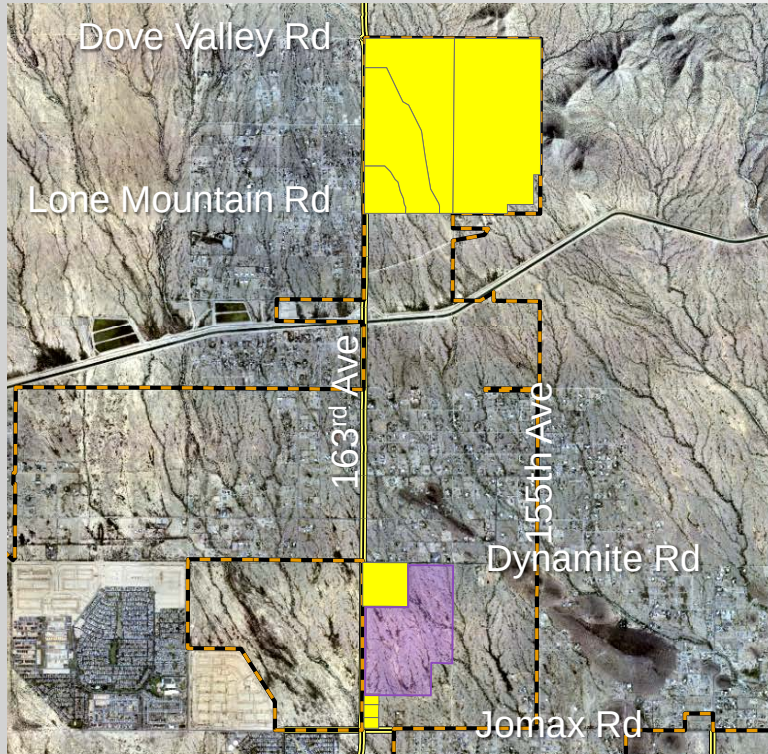
16" Valve Box and Cover

Remove Existing Curb Stop and Connect New Pipe 6"

Fire Hydrant complete

Remove and Replace Pavement

Wastewater Improvements Buy-in Fee Area



Description of Improvements

Sewer

Existing Manhole Tie In

10" PVC SDR-35 Pipe

15" PVC SDR-35 Pipe

15" PVC SDR-35 Pipe

5' Diameter Manhole

Remove and Replace Pavement



The City Responsibility

The City is required to do the following:

- Notify Leavitt CAP Caballo, LLC and Gerald L. Schneerer and Linda M. Schneerer, Trustees or their Successors, of the Gerald L. Schneerer and Linda M. Schneerer Living Trust each time an application is received by the City within the Benefited Area for zoning, platting, site planning or a building permit, as applicable.
- Include as a condition of approval for any zoning application within the Benefited Area, a stipulation that requires the applicant to show evidence of payment of all applicable Regional Improvement Buy-in Fees.
- Require a Notice of Payment prior to approval of final plat or issuing of permit.
- Reviewing and approving the Design and Construction Costs for each Infrastructure Improvement.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the Arizona Department of Revenue for Transaction Privilege Tax Administration; Resolution #2023-173.

Motion:

I move to approve Resolution #2023-173.

Background:

The Arizona Department of Revenue (DOR) administers the Local Transaction Privilege Tax (TPT) which is governed by A.R.S. § 42-6001. DOR determines the rules and regulations of TPT that cities and towns are required by statute to follow. To promote consistency amongst cities and towns, the language in the IGA cannot be changed.

This statute requires the DOR to enter into an intergovernmental agreement (IGA) with each city and town to clearly define the working relationship between the DOR and Arizona cities and towns. This enhanced IGA incorporates changes in the administrative processes and documents how DOR administers, collects, licenses, and audits local transaction privilege tax, use tax, and rental occupancy tax on the City's behalf. This action will replace the existing 2019 IGA with the current version.

Objective Analysis:

The IGA creates the structure for collaboration between DOR and cities/towns for all aspects of local tax administration, and the new IGA provides updates to definitions of terms, enhances taxpayer confidentiality measures, adds new procedures for regularly maintaining authorized users listing and training requirements, addresses the City's assistance for collection activities and reviews for selected refund claims, identifies City's responsibility for reviewing its City Profile and the Model City Tax Code website, changes to retention requirements and authorized disposal methods, and modifications to security protocols and software system requirements.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

There is no anticipated financial impact related to this item.

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:

1. Res 2023-173-DOR-Municipal IGA TPT Administration.final
 2. 2023 FINAL DOR-Municipal TPT Admin IGA
 3. 2023 City-DOR IGA - Council Memo
-

RESOLUTION #2023-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SURPRISE AND THE STATE OF ARIZONA DEPARTMENT OF REVENUE FOR THE ADMINISTRATION, COLLECTION, AUDIT, AND LICENSING OF TRANSACTION PRIVILEGE TAXES, USE TAXES, SEVERANCE TAXES, JET FUEL EXCISE AND USE TAXES AND RENTAL OCCUPANCY TAXES IMPOSED BY THE STATE, CITIES OR TOWNS.

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services if authorized by their legislative or governing bodies; and

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Arizona Department of Revenue, hereinafter referred to as ADOR, shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns; and

WHEREAS, representatives of ADOR and representatives of Arizona cities and towns, with support from the League of Arizona Cities and Towns, have negotiated the terms of a new IGA to take effect as described within that document, which can be adopted individually by each Arizona city and town, and is the subject of this Resolution.

NOW THEREFORE BE IT RESOLVED, that the City/Town Council of the City of Surprise, Arizona hereby approves the Intergovernmental Agreement between the City of Surprise and the Arizona Department of Revenue, attached hereto as **Exhibit A**, for the administration, collection, audit and licensing of transaction privilege taxes, use taxes, severance taxes, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns, and authorizes the following:

1. The Mayor, or their duly authorized agent, shall notify ADOR of the City's desire to enter into an IGA as required by ARS §42-6001, with an effective date as described within that document, together with the encapsulated provisions for annual renewals.

2. The Mayor may enter into the proposed IGA on behalf of the City of Surprise, and execute all such other documents, contracts, amendments and agreements with ADOR as may be necessary to effectuate this agreement.

SIGNATURES ON NEXT PAGE

PASSED AND ADOPTED by the City/Town Council of the City of Surprise, Arizona this ____ day of _____, 2023.

Skip Hall, MAYOR

ATTEST:

Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
STATE OF ARIZONA, DEPARTMENT OF REVENUE AND
THE CITY OF SURPRISE, ARIZONA

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF REVENUE AND THE CITY OF SURPRISE

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2023, by and between the Arizona Department of Revenue (“Department”) and the City of Surprise, an Arizona municipal corporation (“City/Town”). This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit, and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes, and rental occupancy taxes (collectively referred to as “Taxes”) imposed by the State, City/Town, and other Arizona municipalities.

RECITALS

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952 *et seq.*) authorizes two (2) or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 *et seq.* was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any Arizona municipality and that the Department and each municipality shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes imposed by the State and Arizona municipalities.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution, or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this Agreement as follows:

1. Definitions

1.1 A.R.S. means the Arizona Revised Statutes.

1.2 Adoption of an Ordinance means final approval by majority vote of the City/Town council.

- 1.3 Ambassador Program** means the Department’s provided structure and support of curriculum related to tax administration and compliance education.
- 1.4 Arizona Management System** means the State’s professional, results-driven management system that focuses on customer value and vital mission outcomes for citizens. The system is based on principles of Lean, a proven people-centered approach that has delivered effective results in both public and private sectors. Lean focuses on customer value, continuous improvement and engaged employees to improve productivity, quality, and service.
- 1.5 Audit** means an examination and verification of accounts and records to determine taxpayer compliance with A.R.S. Title 42 and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.6 City Services** means the Department’s team or successor unit thereof that assists Arizona municipalities with administrative functions and all other activities related to transaction privilege tax licensing, collection, and compliance of any kind. In this Agreement, all references to electronic communications with City Services shall be directed to the team’s address at citiesunit@azdor.gov.
- 1.7 Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.8 Collection** means activities to collect established liabilities for transaction privilege taxes, fees, and related penalties and interest that are due and owing.
- 1.9 Confidentiality Standards** means the standards set forth in A.R.S. § 42-2001 *et seq.*, Model City Tax Code § 510, Appendix A of this Agreement, and such other written standards mutually agreed to by the Department and City/Town, and which will be incorporated into Appendix A of this Agreement.
- 1.10 Development Fees** has the same meaning prescribed in A.R.S. § 42-5075(B).
- 1.11 Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.12 Federal Tax Information (“FTI”)** means Federal income tax returns or return information the Department receives from the Internal Revenue Service, including any information created by the Department derived from that information. Documents obtained from a taxpayer or State income tax returns are not considered Federal Tax Information. The scope of this Agreement does not permit the Department to share FTI with any Arizona municipality.
- 1.13 Independent Contractor** means any individual or entity with which City/Town may enter into an agreement to perform transaction privilege tax administration, collection, audit, licensing, and any other related duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- 1.14 Model City Tax Code** means the document defined in A.R.S. § 42-6051.

- 1.15 Municipal Tax or Municipal Taxes** means collectively the transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax imposed by City/Town in accordance with the Model City Tax Code and similar taxes imposed by City/Town pursuant to a City/Town code section outside the Model City Tax Code that are collected via the standard transaction privilege tax return. Unless the context provides otherwise, this definition includes municipal privilege tax, municipal privilege tax license fees, and all related penalties, interest and other similar charges collected by the Department on behalf of an Arizona municipality.
- 1.16 Options Chart** means any chart contained in a section of the Model City Tax Code which identifies the various approved standard Options adopted by an Arizona municipality.
- 1.17 Primary Point of Contact (“PPOC”)** means a designated City/Town representative with the primary responsibility for communicating with the Department and their respective staff on any matters described within this Agreement. The PPOC must be an individual qualified to receive Tax Information under Section 2.1 of this Agreement and be included on the Master Authorization List referenced in Section 2.3 of this Agreement.
- 1.18 Profile** means a dedicated section of the Model City Tax Code that provides specific information for each Arizona municipality, including contact information, applicable tax rates, and amendments and provisions unique to City/Town.
- 1.19 Standard Audit Life Cycle Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities from the assignment of audits through final resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Audit Life Cycle Process Map shall be referred to SMART for resolution.
- 1.20 Standard Authorization List Update Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to keep an updated list of current employees and contractors who are authorized to receive Tax Information consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Authorization List Update Process Map shall be referred to SMART for resolution.
- 1.21 Standard Inter-Jurisdictional Transfer Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to document and authorize the transfer of erroneously reported or

allocated tax from one (1) municipality to another based upon a municipality's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Inter-Jurisdictional Transfer Process Map shall be referred to SMART for resolution.

- 1.22 State** means the State of Arizona.
- 1.23 State & Municipal Audit Resolution Team ("SMART")** means an advisory committee responsible for resolving issues as set forth in Section 15 of this Agreement.
- 1.24 State Tax or State Taxes** means transaction privilege tax and affiliated excise taxes, including use tax, severance tax, and jet fuel excise and use taxes imposed by the State of Arizona or its counties.
- 1.25 Tax Information** means information deemed confidential taxpayer information protected from disclosure pursuant to A.R.S. § 42-2001 *et seq.* or Model City Tax Code § 510 concerning the business financial affairs or operations of a taxpayer as it relates to Municipal Taxes or State Taxes. Tax Information includes all financial information related to transaction privilege taxes obtained from any source related to an individual taxpayer and all such aggregate financial information related to any group of identified or identifiable taxpayers.
- (a) Examples of Tax Information include without limitation:
- (1) Any information provided by the Department to City/Town derived from any source including tax returns, reports, tax license applications, and the New License Report or License Update Report; and
 - (2) Any information received by, recorded by, prepared by, furnished to, or collected by the Department or City/Town with respect to a transaction privilege tax return or the termination or possible existence of liability of any person for any transaction privilege tax and related penalty or interest, such as the taxpayer's identity; the nature, source, or amount of the taxpayer's income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, taxes withheld, deficiencies, over-assessments, or tax payments; or whether the taxpayer's account was, is being, or will be examined or subject to audit, desk review, investigation, collection, or processing.
- (b) Taxpayer identifying information obtained by City/Town from any source not identified in Section 1.25(a) of this Agreement is not Tax Information for purposes of this Agreement.

- 1.26 Voluntary Disclosure Agreement** means a document used in a voluntary disclosure program designed for eligible taxpayers with exposure for tax liability and/or civil penalties arising from a failure to report and/or pay all Taxes due which allows the taxpayer to come into voluntary compliance.

2. Authorized Access Lists

- 2.1 Statutory Authority:** The disclosure of information relating to State Taxes and Municipal Taxes is governed by A.R.S. § 42-2001 *et seq.*, and, for reporting periods prior to January 1, 2015, by Model City Tax Code § 510.
- 2.2 Qualified Recipients of Information:** The Department and City/Town shall only disclose Tax Information related to State Tax and Municipal Tax pursuant to this Agreement to individuals authorized by law as described in Section 2.1 of this Agreement, including those authorized persons listed on the Authorized Access Lists provided by the Department and Arizona municipalities. Questions related to a listed Department recipient may be directed to City Services at citiesunit@azdor.gov. Questions related to a listed Arizona municipal recipient may be directed to the PPOC of the pertinent Arizona municipality.
- 2.3 Department's Authorized Access List:** Pursuant to Section 2.4(c) of this Agreement, the Department shall maintain, update, and provide a current statewide Master Authorization List of names, job titles, and contact information of the Department staff and Arizona municipal representatives who are authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information from the Department or Arizona municipalities, as defined in the Standard Authorization List Update Process Map. Updates shall be provided on not less than a monthly basis. The Department shall promptly notify Arizona municipalities of any individual whose authorization to receive State Tax and Municipal Tax information has been revoked for any reason.
- 2.4 City/Town's Authorized Access List:** City/Town shall maintain, update, and provide a current Authorized Access List of names, job titles, and contact information for all persons acting on behalf of City/Town authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information as defined in the Standard Authorization List Update Process Map.
- (a) City/Town shall indicate one PPOC on the Authorized Access List to resolve any administrative issues with the Authorized Access List. At its discretion, City/Town may also indicate an additional individual as a back-up or alternate PPOC.
 - (b) City/Town shall ensure all personnel on the Authorized Access List meet the requirements indicated in the Confidentiality Standards (Appendix A) including completing all required confidentiality training certification and recertification as required from time to time, within the time required by the Department.

- (c) Upon execution of this Agreement and on the first day of each calendar quarter thereafter, City/Town shall email to City Services at citiesunit@azdor.gov a current Authorized Access List of its staff and representatives authorized to receive State Tax and Municipal Tax information from the Department and Arizona municipalities, including additions and deletions, changes in job titles, and contact information. City/Town's PPOC shall promptly notify the Department of any person whose authorization to receive State Tax and Municipal Tax information is revoked for any reason.
- (d) The Department shall review City/Town's Authorized Access List. If the Department finds that any person on the list has not completed the required confidentiality training in a timely manner or does not meet the Confidentiality Standards in Appendix A of this Agreement, the Department shall notify the City/Town PPOC to resolve the issue. The Department shall not include that person on the Master Authorization List until the issues have been resolved to the satisfaction of the Department.

2.5 Independent Contractors:

- (a) City/Town may at times choose to enter into a contract with an Independent Contractor to perform the transaction privilege tax administration, collection, audit, desk review, licensing, and other duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- (b) In accordance with A.R.S. §§ 42-1004 and 42-6002, no contract with an Independent Contractor may be entered into on a contingency fee basis for the performance of any transaction privilege tax related functions, including but not limited to license inspections, audits, desk reviews, or collections.
- (c) Within ten (10) business days of ratification of this Agreement, or subsequent execution of such a contract between City/Town and an Independent Contractor, City/Town shall provide a copy of each such contract to the City Services electronically at citiesunit@azdor.gov.
- (d) City/Town shall notify the Department of the expiration, termination, or amendment of any agreement with such Independent Contractors within ten (10) business days of such event.
- (e) In this Agreement it is presumed that any reference to a municipal employee such as a license inspector, auditor, desk reviewer, collector, supervisor, etc., also refers to an Independent Contractor performing that function on behalf of the Department or City/Town.
- (f) An Independent Contractor is subject to all training requirements, authorization limitations, and other privileges and restrictions incorporated into this Agreement or provided in statute in the same form and manner as

such conditions apply to an employee performing the same function on behalf of the Department or City/Town.

- (g) When an Independent Contractor issues any correspondence to a taxpayer on behalf of the Department or City/Town, the Independent Contractor shall expressly identify all of the following on such correspondence: the Independent Contractor's name; the name of the Independent Contractor's firm, if applicable; the Independent Contractor's status as a license inspector, auditor, desk reviewer, or collector acting on behalf of the Department or City/Town; the Independent Contractor's mailing address, telephone number, and e-mail address; and the telephone number and e-mail address of a specific person who is an employee of the Department or City/Town capable of responding to the issues raised in the correspondence for the Department or City/Town.
- (h) The Department and/or City/Town may pursue any remedy authorized by this Agreement or by statute for a violation of this Section by an Independent Contractor.

2.6 Sharing of Authorized Access Lists: The Department shall share the Department's Authorized Access List and the Authorized Access Lists for all Arizona municipalities provided to the Department on the Core SFTP site. The Department shall update the lists on a monthly basis with information provided by each Arizona municipality, or as needed to immediately remove any person whose authorized access has been revoked by the Department or an Arizona municipality.

3. Disclosure of Information by City/Town to the Department or Another Arizona Municipality

3.1 Disclosure and Use of Municipal Tax Information: Any Tax Information released by City/Town to the Department or another Arizona municipality may only be used by persons authorized to receive such Tax Information for tax administration and collection purposes and may not be disclosed to the public in any manner that does not comply with A.R.S. § 42-2003, and/or Model City Tax Code § 510 for reporting periods prior to January 1, 2015. All Tax Information shall be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

3.2 Municipal Ordinances: City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten (10) calendar days of a request for such information from the Department. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (a) Tax Code Changes: City/Town shall provide notice to the Department of any tax code change with a copy of any ordinance adopted by City/Town that imposes or modifies the Municipal Taxes or municipal privilege tax

license fees to be collected hereunder within ten (10) calendar days of adoption of the ordinance. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (1) City/Town agrees that any ordinance that changes a tax rate, Option selection, or includes the addition or removal of a unique Model City Tax Code exception shall take effect on the first day of the month that is at least sixty (60) calendar days after the City/Town council adopts the change. City/Town and the Department recognize there may be occasions when the City/Town council establishes an effective date less than sixty (60) calendar days after adoption. If City/Town chooses to propose an ordinance with an effective date that is less than sixty (60) calendar days after adoption, City/Town shall notify the Department as soon as possible after that choice is made.
 - (2) The Department shall incorporate all ordinance changes into the official copy of the Model City Tax Code within ten (10) calendar days of receipt of notice from City/Town. The copy provided to the Department may be an electronic copy but shall reflect the identical language contained in the version adopted by the City/Town and shall contain the required signatures indicating council approval.
 - (3) The Department shall notify City/Town when the tax code change has been incorporated and City/Town is responsible for confirming the change has been correctly entered in the official copy of the Model City Tax Code.
 - (4) Pursuant to A.R.S. § 42-6052, if City/Town fails to notify the Department of a tax code change within ten (10) calendar days after City/Town council approval, the ordinance shall be considered null and void. All tax code changes described in this Section shall have no effect until reflected in the official copy of the Model City Tax Code.
- (b) Annexation Ordinances: Within fifteen (15) calendar days following the adoption of an annexation ordinance, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov and City Services at citiesunit@azdor.gov. City/Town may provide the Department with a list of businesses subject to Municipal Taxes known to be located in the annexed area.
- (c) Review of the Model City Tax Code: City/Town shall be responsible for reviewing the information contained on its Profile, the Options Charts, tax rates for City/Town, and other information specific to City/Town contained in the official copy of the Model City Tax Code and ensuring it is correct.

City/Town affirms that it has an ongoing obligation to notify City Services of any changes needed to such information at citiesunit@azdor.gov.

- 3.3 Development Fees:** Upon request by the Department to City/Town's PPOC, City/Town shall provide to the Department any information regarding Development Fees imposed by City/Town under A.R.S. § 9-463.05 to assist the Department with the auditing of taxpayers and the ordinary billing and collection of taxes.
- 3.4 Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.
- 3.5 Other Information:** City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

4. Disclosure of Information by Department to City/Town

- 4.1 Statutory Authority:** The Department may disclose information relating to State Taxes and Municipal Taxes to City/Town pursuant to A.R.S. § 42-2003 if the information relates to a taxpayer who is or may be taxable by a county, city, or town or who may be subject to audit by the Department pursuant to A.R.S. § 42-6002.
- 4.2 Restrictions on Use and Disclosure to Unauthorized Parties:** Any Tax Information disclosed by the Department to City/Town is subject to all restrictions provided for in A.R.S. § 42-2003. Tax Information shall only be used by persons authorized to receive such Tax Information for internal tax administration purposes, including audit, desk review, collection, and licensing activity, and may not be disclosed to the public or any unauthorized party in any manner that does not comply with the Confidentiality Standards (Appendix A).
- 4.3 Liability for Improper Disclosure:** The disclosure of confidential information concerning Arizona taxes is governed by A.R.S. § 42-2001 *et seq.*, which strictly controls the accessibility and use of this information. Individuals who receive confidential information relating to State Taxes and Municipal Taxes from the Department are subject to the penalties provided in A.R.S. § 42-2004 and other applicable statutes if they misuse or improperly disclose this information to unauthorized individuals.
- 4.4 Reporting Potential Disclosure Violations/Incidents:** The Department shall not withhold Tax Information from City/Town provided that City/Town complies with A.R.S. § 42-2001 *et seq.*, and the Confidentiality Standards (Appendix A).
 - (a) If City/Town or the Department has information to suggest City/Town or any of its duly authorized representatives has violated A.R.S. § 42-2001 *et seq.* or the Confidentiality Standards (Appendix A), City/Town or the Department shall immediately notify City Services at citiesunit@azdor.gov, the Department's Disclosure Officer at DisclosureOfficer@azdor.gov, and the Department's Information Security Team at InfoSec@azdor.gov.

- (b) City/Town and the Department shall fully cooperate with the Department's Disclosure Officer and Information Security Team in investigating the alleged violation and shall promptly address any identified issues.
- (c) The Department's Disclosure Officer and Information Security Team:
 - (1) Shall send written notice to City/Town's PPOC detailing the alleged breach as understood by the Department and request a response to the allegation within twenty (20) calendar days of the date of the letter, and
 - (2) May inspect City/Town's records, facilities, and equipment to determine whether there has been a violation, and
 - (3) Shall review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation prior to issuing any determination, and
 - (4) Shall issue a written determination delivered by certified mail to City/Town regarding the alleged violation within sixty (60) calendar days of the date of City/Town's response letter. If the Department determines that a violation has occurred, the Department shall indicate whether a suspension of information is warranted and the length of the suspension. During the period of suspension, City/Town shall not access information maintained or created by the Department related to City/Town.
- (d) If the Department makes a written determination to suspend sharing of information, City/Town may, within ten (10) calendar days of receiving the written determination, submit a written request to SMART requesting the group review the determination as provided in Section 15 of this Agreement.
- (e) If there is a suspension of Tax Information sharing with City/Town, the Department shall maintain all information collected or created during the suspension period related to City/Town that would otherwise have been shared with City/Town and shall assist City/Town with accessing the accumulated information for City/Town immediately upon termination of the suspension.
- (f) Under no circumstances shall the suspension of any right to receive Tax Information adversely impact the Department's delivery or transfer of any City/Town revenues in any manner.

4.5 Information to be Provided: The Department shall provide information pursuant to A.R.S. § 42-6001(B). The Department shall provide such information as outlined

in Appendix B and elsewhere in this Agreement, which shall only be modified in accordance with Section 4.7 of this Agreement.

- (a) The Department shall not provide Federal Tax Information to City/Town.
- (b) In addition to the information detailed in Appendix B of this Agreement, the Department shall disclose, upon request, the following information to City/Town:
 - (1) Department tax audits, including all information related to all Arizona municipalities included in the tax audit; and
 - (2) Other relevant information necessary for City/Town's tax administration and collection purposes, including all information necessary to verify that City/Town received all revenues collected by the Department on behalf of City/Town.

4.6 Storage and Destruction of Tax Information: All Tax Information provided by the Department to City/Town shall be managed, stored, protected, and destroyed in accordance with the Confidentiality Requirements (Appendix A).

4.7 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B of this Agreement and the JT-1, TPT-2, and TPT-EZ forms in Appendix C of this Agreement (also provided online at www.azdor.gov) meet the specificity requirements of City/Town. The data fields identified in Appendix B and the forms in Appendix C may be revised or replaced only by mutual agreement of the Department and Arizona municipalities, with any unresolved issues being referred to SMART for final determination.

4.8. Notwithstanding any provision to the contrary, nothing in this Section shall prevent the Department from complying with state information security requirements in the situation of a data breach or similar event.

5. Audit

The Department shall administer audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

5.1 Training: All auditors, desk reviewers, and supervisors shall be trained in accordance with the policies of the Department. Auditors and desk reviewers who have not completed the training may only work in conjunction with a trained auditor or supervisor and cannot be the only auditor or desk reviewer assigned to the audit or desk review. The Department shall do all the following:

- (a) Provide semi-annual audit and desk review training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to any cost for procuring the site and training materials;

- (b) Notify City/Town of any training sessions at least thirty (30) calendar days before the date of the training session;
- (c) Permit City/Town auditors, desk reviewers, and supervisors to attend any scheduled training as space permits at any designated training location;
- (d) Provide additional training, as needed, to inform auditors, desk reviewers, and supervisors regarding changes in State law, the Model City Tax Code, audit and desk review procedures, or Department policy.

5.2 Conflicts of Interest:

- (a) An auditor, desk reviewer, supervisor, or Independent Contractor trained and authorized to conduct an audit or desk review, in addition to the restrictions provided under A.R.S. Title 38, Chapter 3, Article 8, § 38-501 *et seq.*, shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by or in an Independent Contractor relationship with the Department or City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the Independent Contractor relationship with the Department or City/Town.
 - (4) Use information he/she acquires in the course of the official duties as an auditor, desk reviewer, supervisor, or Independent Contractor in a manner inconsistent with his/her official duties without prior written approval from the Department.
 - (5) For a period of one (1) calendar year after he/she ends employment by or an Independent Contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes a formal screen or ethical wall to prevent any sharing of information between the person and the remainder of the firm. Documentation of such formal screen or ethical wall shall be provided by the firm to the Department or City/Town upon request.
 - (6) Receive compensation from a source other than City/Town or pursuant to an agreement with City/Town for the performance of any work or transaction performed expressly on behalf of City/Town.

- (7) Make any representation of being an employee or contractor of City/Town or the Department in marketing and promotional materials soliciting work or transactions to be performed on behalf of a taxpayer or potential taxpayer.
- (b) In addition to any other remedies available to the Department and City/Town by statute and under the terms of this Agreement, the Department may revoke an individual's authority to audit or perform desk reviews on behalf of the Department or City/Town and prohibit the use of any auditor, desk reviewer, supervisor, or Independent Contractor who violates this provision.

5.3 Audits and Desk Reviews:

- (a) City/Town may request the Department conduct an audit or desk review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department and Arizona municipalities shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit or desk review request.
- (b) City/Town may conduct an audit or desk review of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. Before commencing such desk review, City/Town shall submit the request using the Desk Review Approval Excel Sheet. The Department shall provide City/Town with a determination of approval or denial of the request within ten (10) calendar days of the notice from City/Town.
- (c) Except as permitted below, the Department shall conduct all audits and desk reviews of taxpayers having locations in two (2) or more Arizona municipalities. A City/Town auditor may participate in any audit or desk review City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department shall authorize such audits or desk reviews, to be overseen by the Department, unless there is already an audit or desk review of the taxpayer in process, scheduled, or planned, or the Department determines the audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects. The Department shall notify City/Town of its determination within ten (10) calendar days. No initial audit or desk review contact may occur between City/Town and a taxpayer until the Department approves the audit or desk review notice.

- (e) In the case of taxpayers doing business in more than one (1) Arizona municipality:
 - (1) City/Town may request the Department conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (2) City/Town may request authorization from the Department for City/Town to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form or the Desk Review Approval Excel Sheet, as appropriate. The Department shall notify City/Town of its decision regarding the request within ten (10) calendar days of receipt of the request.
- (f) The Department may deny, in writing, City/Town's request for the Department to conduct an audit or desk review within ten (10) calendar days of receiving the request for any of the following reasons:
 - (1) An audit or desk review is already in process or is scheduled or planned for the taxpayer within six (6) months of the request;
 - (2) The requested audit or desk review would interfere with strategic tax administration planning;
 - (3) The audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects;
 - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
 - (5) The Taxpayer was audited within the previous two (2) years;
 - (6) The Department lacks sufficient resources to conduct the audit or desk review;
 - (7) The scope or subject of the audit or desk review does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit or desk review for the reasons provided in (f)(6) or (f)(7), and the audit or desk review is not for a taxpayer that only has a business location in City/Town, then City/Town may request to conduct the audit or desk review itself under the

supervision of the Department. No initial audit or desk review contact may occur between City/Town and a taxpayer until City/Town receives written Department approval.

- (h) Any decision by the Department denying City/Town's request to conduct any audit or desk review may be referred to SMART in accordance with Section 15 of this Agreement.
- (i) All audits or desk reviews conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors and desk reviewers shall be trained in accordance with Section 5.1 of this Agreement.
- (j) The Department may appoint a Department manager to supervise any audit or desk review conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.

5.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department shall notify City/Town of all refund requests that are reviewed and approved involving City/Town's Municipal Taxes within thirty (30) calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 5.3 of this Agreement.
- (c) The Department may assign a Department auditor to review requests for refunds. The Department shall notify City/Town of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town within thirty (30) calendar days of initiating the review and may request that City/Town assist with such reviews, with acceptance of such request at the discretion of City/Town. The Department may assign a refund request to a City/Town for review, with acceptance of such assignment at

the discretion of City/Town. The Department may only assign refund requests to City/Town if taxes paid to City/Town are included in the refund request.

- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed Municipal Tax refunds paid by the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

5.5 Protests: Taxpayer protests of audit assessments, desk review assessments, and refund denials shall be directed to the Department. Protests of audit assessments, desk review assessments, and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any protests within thirty (30) calendar days of receipt of the protest.

5.6 Status Reports: The Department shall keep all Arizona municipalities apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting City Services at citiesunit@azdor.gov.

6. Voluntary Disclosure Agreements

The Department may enter into a Voluntary Disclosure Agreement with a taxpayer. A Voluntary Disclosure Agreement may limit the years subject to audit and waive penalties. If the taxpayer discloses to the Department that it owes Municipal Taxes to City/Town, the Department shall notify City/Town of the Department's intent to enter into a Voluntary Disclosure Agreement and the Department shall provide the taxpayer's identity within thirty (30) calendar days of the identity being disclosed to Department. City/Town may subsequently request an audit of a taxpayer subject to a Voluntary Disclosure Agreement pursuant to Section 5.3 of this Agreement.

7. License Compliance

7.1 License Issuance and Renewal: The Department shall issue new municipal privilege tax licenses and shall annually renew such licenses for City/Town Municipal Tax. The Department shall provide City/Town with information about all persons obtaining and renewing municipal privilege tax licenses as set forth in Appendix B of this Agreement.

7.2 License Checks: The Department and City/Town shall coordinate efforts to conduct mutual tax license compliance checks through canvassing and other compliance methods.

7.3 Confidentiality: Any tax license information City/Town obtains from the Department is confidential and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by City/Town ordinance or policy.

7.4 Changes to License Fees: Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of an ordinance approved by voters in an election) creating or modifying a municipal privilege tax license fee, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to City Services at citiesunit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified tax license fee any sooner than sixty (60) calendar days after the date the Department received the ordinance from City/Town.

8. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

9. Responsibility for Representation in Litigation

9.1 Administrative Proceedings: Pursuant to A.R.S. § 42-6002, the Department shall coordinate the litigation and defense of assessments and refund denials in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit, desk review, or refund review in accordance with the Standard Audit Life Cycle Process Map. The Department shall diligently defend the interests of City/Town and City/Town shall assist the Department in such representation as requested by either party.

9.2 Further Appeals: The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court, and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.

9.3 Mutual Cooperation: The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, desk reviewers, supervisors, and other necessary employees are available to assist the Department and the Attorney General through informal interviews, providing documents and records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.

9.4 Administrative Decisions: The Department shall provide a copy of all administrative hearing level decisions regarding State Taxes and Municipal Taxes, including Director's decisions issued by the Department, to City/Town within ten (10) business days after issuance of the decision if City/Town requests to be

included on a distribution list created by the Department for the purposes of disseminating such decisions. City/Town may request to be on the distribution list by contacting City Services at citiesunit@azdor.gov. Administrative decisions contain Tax Information and must be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

10. Collection of Municipal Taxes

10.1 Tax Returns: Taxpayers who are subject to City/Town Municipal Taxes are required to pay such taxes to the Department utilizing a form prescribed by the Department.

10.2 Delinquent Tax Collections: Pursuant to A.R.S. § 42-6001, the Department shall collect any delinquent Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. In the event this Agreement is terminated, the Department shall continue to collect delinquent Municipal Taxes recorded on the Department's accounting system on behalf of City/Town and distribute any such amounts collected to City/Town.

10.3 City/Town Assistance in Delinquent Tax Collections: To expand the Department's State Tax and Municipal Tax collection efforts by leveraging City/Town resources, City/Town may choose to provide collection efforts by deploying City/Town collectors to work in conjunction with the Department on the following terms:

- (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 5.1 of this Agreement.
- (b) **Conflict of Interest:** A collector trained and authorized under this provision to perform collections activity shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one (1) calendar year after he/she ends employment with City/Town.
 - (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

- (5) For a period of one (1) calendar year after he/she ends employment with City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.
 - (c) **Revocation:** The Department may revoke the authorization of City/Town or of any individual City/Town employee to collect obligations under this Section. A revocation determination may be subject to review by SMART upon request by the individual or City/Town.
- 10.4 State of Arizona Liquor License Affidavit:** City/Town may request that the Department issue a liquor license affidavit. The Department shall respond to the request via secured e-mail to indicate the status of completion of the request with a note stating complete, in-process, or unable to complete.
- 10.5 Uncollectible/Discretionary Write-offs:** The Department shall share the annual list of uncollectible/discretionary write-offs of City/Town's Municipal Taxes prior to the write-off event at the end of the fiscal year. City/Town shall have forty-five (45) calendar days to submit feedback.
- 10.6 Remittance:** All amounts collected by the Department for City/Town's Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by Noon on the Monday after the end of the week in which the collections were received by the Department. If the Monday falls on a holiday, payment will be initiated by Noon on the Tuesday after the end of the week in which the collections were received by the Department. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- 10.7 Abatement:** Pursuant to A.R.S. § 42-1004, the Department, with the approval of the Attorney General, may abate tax under certain circumstances including Municipal Taxes. During the ordinary course of business, the Department may determine that certain taxpayer accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating Municipal Taxes or closing accounts with Municipal Taxes due. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.
- 10.8 Funds Owed to City/Town:** At all times and under all circumstances, payments remitted by a taxpayer to the Department for City/Town Municipal Taxes shall be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

10.9 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect City/Town, the Department and affected Arizona municipalities shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10.10 Collection Reports: The Department shall keep all Arizona municipalities apprised of the status of every open case in a collection status involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting Cities Collections at citiescollection@azdor.gov.

11. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing the official responses to taxpayer ruling requests and requests for interpretation of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. § 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on Arizona municipalities and interpretation of Model City Tax Code. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. This Section is not intended to affect procedures for appeals and litigation as outlined in Section 5.5 and Section 9 of this Agreement.

12. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

13. Inter-Jurisdictional Transfers (“IJTs”)

The Department shall administer Inter-Jurisdictional Transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map. The affected Arizona municipalities shall agree on any amounts to be transferred before notifying the Department of such amounts to be transferred under this Section.

14. Education and Outreach Efforts

To further its focus on serving taxpayers and its commitment to funding Arizona’s future through enhanced customer service, continuous improvement, and innovation, the Department is expanding its outreach and education program to connect with all citizens of Arizona by strategically working with taxpayer and industry groups, tax practitioners, and Arizona’s municipalities to ensure consistent tax education is widely available.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers. Education and outreach programs and content shall be consistent with applicable law and the Department's written guidance.

Increased education and outreach efforts undertaken by the Department and Arizona municipalities will ensure collaborative partnerships beneficial to both parties, emphasize an ongoing two-way exchange of information, enhance communication on issues of common interest, and promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement an Ambassador Program, whereby the Department provides curriculum, structure, and support for education related to tax administration and compliance. City/Town shall be provided a standard work process when participating in Department-led educational events.

15. State & Municipal Audit Resolution Team ("SMART")

15.1 Members: The SMART committee shall consist of four (4) primary (voting) members representing municipal taxing jurisdictions and four (4) primary (voting) members representing the Department. There shall also be two (2) alternate members representing each party, who are non-voting representatives unless required to vote due to the absence, recusal, or disqualification of a primary (voting) member. All primary and alternate members are required to attend all meetings unless excused.

15.2 Selection: The Director of the Department shall appoint Department employees to serve as primary and alternate members representing the Department. Arizona municipalities shall collectively appoint municipal employees to serve as primary and alternate members representing the Arizona municipalities. The members representing either party may be changed at any time following the standard work process agreed upon by both parties.

15.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented.

15.4 Issues: The Department or City/Town may refer issues to SMART for resolution including but not limited to:

- (a) Decisions by the Department to not audit a taxpayer;
- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;

- (e) Suspension of disclosure of Tax Information to City/Town;
- (f) Disagreements regarding proposed changes to the process maps defined in Sections 1.19, 1.20, and 1.21 of this Agreement;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties, subject to the limitations described in Section 29 of this Agreement.

15.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five (5) members of SMART, the Director shall accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five (5) members of the group, the Director or Director's designee may act as they deem to be in the best interests of all parties. Notwithstanding the above, upon request by City/Town, the Director shall submit their decision to the Attorney General's Office for review.

15.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.

15.7 Procedures: SMART shall develop procedures concerning the operation of the committee consistent with this Agreement.

16. Funding of Additional Auditors by City/Town

16.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the Parties' intention that any City/Town funding provided pursuant to this Section shall be used to increase the resources and capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

16.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

16.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other Arizona municipalities to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

- 16.4 Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

17. Satellite Offices for Department Auditors

- 17.1 Funding:** City/Town, at its own expense and at its sole discretion, may provide one (1) or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this Section shall require the Department to make use of such facilities provided by City/Town.
- 17.2 Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns and the Department shall be responsible for taking appropriate actions to resolve those concerns.
- 17.3 Termination:** Once a satellite office is established, City/Town shall provide at least one hundred eighty (180) calendar days' written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.
- 17.4 License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.
- 17.5 Workers' Compensation for Satellite Offices and Certain Site Visits:** If employees of City/Town or Department are working at the facility of the other public agency pursuant to this Agreement, it is agreed that:
- (a) Each employee will be deemed an employee of both public agencies for the purposes of A.R.S. § 23-1022(D) and Arizona workers' compensation laws.
 - (b) Each employee's primary employer (*i.e.*, the State of Arizona for a Department employee, and City/Town for a City/Town employee or Independent Contractor) shall be solely liable for the payment of workers' compensation benefits.
 - (c) Each public agency for which employees of City/Town or Department are working at the facility of the other public agency under this Agreement shall post a notice complying with A.R.S. § 23-1022(E).
 - (d) In all circumstances other than as provided in the foregoing, nothing in this Agreement shall be construed to result in any person being the officer,

agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

18. Non-availability of Funds

Every payment obligation of the Department and City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or municipal privilege tax license fees of City/Town. If funds are not appropriated, allocated, and available, or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State or City/Town, as applicable, in the event this provision is exercised and the State or City/Town, as applicable, shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

19. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

20. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

21. Notice

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:

Craig Dies - Craig.Dies@surpriseaz.gov

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to City Services at citiesunit@azdor.gov.

22. Non-discrimination

ADOR and City/Town shall comply with Executive Order 2023-01, which prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, by persons performing state contracts or subcontracts. ADOR and City/Town also agree to comply with Executive Orders 2003-22 and 2009-09 as amended by Executive Order 2023-01, all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act of 1990. ADOR and the City/Town shall also comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

23. Compliance with Immigration Laws and A.R.S. § 41-4401

23.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214 which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”

23.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

23.3 The Department and City/Town retain the legal right to confirm the authorized presence and work authorization of any employee who works under this Agreement to ensure the Department and City/Town are complying with the applicable Federal immigration laws and regulations, and State statutes as set forth above.

24. Audit of Records

City/Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years

(a) after termination of this Agreement, and

(b) following each annual renewal thereof.

All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. § 35-214 and A.R.S. § 35-215.

25. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this

Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of this Agreement.

26. Mutual Cooperation

In the event of a disagreement between the parties regarding the terms, provisions, and requirements of this Agreement, or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate to resolve the said disagreement or deal with the said circumstance.

27. Arbitration

To the extent required by A.R.S. § 12-1518 and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 19 of this Agreement is not considered to be a dispute arising out of this Agreement.

28. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his/her designee and the Mayor of City/Town, his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter to act on behalf of City/Town.

29. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

30. Duration

30.1 The term of this Agreement shall commence from the latest date as indicated in Section 33 of this Agreement and continue in force through December 31st of the following calendar year unless canceled or terminated as provided herein. The term of this Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein.

30.2 Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 30.9 of this Agreement shall thereafter be executed by the parties hereto by a separate signed amendment and incorporated herein to be effective during the term of this Agreement and any extensions.

30.3 This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect.

- 30.4** This Agreement shall expire on December 31st of any year the Department is subject to sunset review by the legislature. Upon expiration, cancellation, or termination, any subsequent Agreement must be ratified through signature by both parties.
- 30.5** If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty (30) calendar days' notice to the other party. The termination shall become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 30.6** Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this Agreement upon such terms and at such time as is mutually agreeable to them.
- 30.7** Any notice of termination shall be mailed and served on the other party in accordance with Section 21 of this Agreement.
- 30.8** In the event of a partial or complete termination of this Agreement, if the parties have shared or exchanged property the parties will return the property to its original owner or dispose of it in a manner required by the original owner as described in this Agreement.
- 30.9** During the term of this Agreement, the terms and conditions of this Agreement shall undergo an annual review to be initiated no later than June 1st of each year. The review shall be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

31. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

32. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments, and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

33. Signature Authority

33.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

33.2 This Agreement may be executed in counterpart.

For the Department:

For City/Town:

Signature _____ Date _____			Signature _____ Date _____		
Robert Woods, Director			Skip Hall, Mayor		
Typed Name and Title			Typed Name and Title		
Arizona Department of Revenue			City of Surprise		
Entity Name			Entity Name		
1600 W. Monroe St.			16000 N. Civic Center Plaza		
Address			Address		
Phoenix	Arizona	85007	Surprise	Arizona	85374
City	State	Zip	City	State	Zip
RESERVED FOR THE ATTORNEY GENERAL:			RESERVED FOR CITY/TOWN ATTORNEY:		
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. KRIS MAYES The Attorney General BY: _____ Signature Assistant Attorney General Date: _____			This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City/Town Attorney who has determined, on behalf of the City/Town only, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City/Town. APPROVED AS TO FORM AND AUTHORITY: BY: _____ CITY/TOWN ATTORNEY Date: _____		

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 “Confidential Information” is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. §§ 42-2001 through 42-2004.
- 1.2 “Tax Information” as defined in this Agreement is Confidential Information.
- 1.3 **Disclosure of aggregated financial information.** Under no circumstance shall aggregated financial information related to transaction privilege taxes allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.
 - (a) Except as provided in Section 1.3(b) of this Appendix, City/Town will disclose aggregated financial information in accordance with the Department’s standard:
 - (1) City/Town shall only disclose aggregated financial information from not less than ten (10) taxpayers within the political boundaries of City/Town.
 - (2) No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group. For example, if one of the taxpayers in the data set represents 90% or more of the data point, then that data point must not be disclosed, regardless of the number of taxpayers.
 - (b) City/Town may disclose its aggregated financial information from less than ten (10) taxpayers provided City/Town first determines the aggregated data could not potentially reveal the financial information of an individual taxpayer. Such a determination shall take all the following into consideration:
 - (1) *Ownership.* All taxpayers with common ownership entities shall be considered a single taxpayer for aggregation purposes; and
 - (2) *Proportionality.* No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group; and

- (3) Any other factor that might allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.

2. **Protecting Information**

- 2.1 City/Town must identify all places, both physical and logical, where City/Town receives, processes, and stores Tax Information and create a plan to adequately secure those areas.
- 2.2 Tax Information must be protected during transmission, storage, use, and destruction. City/Town must have written policies, standards, and procedures to document how it protects its information systems, including Tax Information so that it conforms to the State of Arizona statutes A.R.S. §§ 42-2001 through 42-2004 and policies, standards, and procedures found on the Arizona Strategic Enterprise Technology (“ASET”) website at aset.az.gov/resources/policies-standards-and-procedures or ASET’s successor agency or website and Arizona Department of Homeland Security’s website at <https://azdohs.gov/information-security-policies-standards-and-procedures>.
- 2.3 Department staff and authorized City/Town staff are prohibited from inspecting Tax Information unless they have a business reason. Browsing through Tax Information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Tax Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Tax Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Tax Information from an alternative work site must enter into a signed agreement that specifies how the Tax Information will be protected while at that site. Only trusted employees shall be permitted to access Tax Information from alternative sites. Tax Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Tax Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Tax Information.
- 2.7 When transporting confidential materials, the materials should be covered so that others cannot see the Tax Information. When sending Tax Information by fax, a cover sheet should always be used.
- 2.8 Any person with unsupervised access to Tax Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such information and annually thereafter. They must sign

certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification and submit a copy of the certification to the Department.

3. Disclosure of Information

- 3.1 Tax Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Tax Information is protected by statute and, therefore, shall not be disclosed in response to a public records request except as authorized by law. A state agency, including political subdivisions (City/Town), may deny inspection of public records if the records are deemed confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Tax Information may be disclosed by completing an [Arizona Department of Revenue Form 285](#) or [Form 285B](#), or such other form that contains the authorizing information included in those forms. City/Town may contact the Department's Disclosure Officer at DisclosureOfficer@azdor.gov if there are any questions concerning this requirement.

4. Retention and Disposal of Information

- 4.1 All records received from the Department must be kept for the duration of the records retention period as listed in the official records retention schedules approved by the Secretary of State Library Archives and Public Records Division ("LAPR") published on the LAPR website.
 - (a) The Department's custom records retention schedule is published on the LAPR website at apps.azlibrary.gov/records/schedules.aspx.
 - (b) In the event of a legal hold (such as a litigation hold or investigative hold), Department and/or City/Town may be required to retain records beyond the retention period.
- 4.2 The Department and City/Town shall follow the legal requirements for reporting the disposition and destruction of records to the Arizona State Library Archives, & Public Records Division under A.R.S. § 41-151.19. Certificate of Records Destruction Forms are found at: azlibrary.gov/arm/forms.
- 4.3 All removable media containing Tax Information must be returned to the Department or sanitized before disposal or release from the control of City/Town.
- 4.4 Tax Information must be destroyed by shredding or burning the materials when the retention period has been met and no legal holds are in place. Tax Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Tax Information may be performed by a third-party vendor.

City/Town must take appropriate actions to protect the Tax Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.

- 4.5 Computer system components and devices, such as copiers and scanners, which have been used to store or process Tax Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Tax Information can be restored or recovered.

5. Information Security

- 5.1 Systems containing Tax Information must be protected in accordance with the State of Arizona Policies, Standards, and Procedures that govern State data found at <https://azdohs.gov/information-security-policies-standards-and-procedures>, particularly Policies and Standards 8000-8410 and the Arizona NIST Security Baseline Controls.
- 5.2 City/Town is responsible for creating architectural diagrams of any systems connecting to the Department's systems and depicting the flow of State Tax Information. Architectural diagrams for systems connecting to the ADOR shall be shared with the ADOR and updated after any architectural changes.
- 5.3 Incident Reporting. City/Town is required to notify the Department in the event of a suspected or actual unauthorized disclosure of Tax Information, data loss, breach, or other security concern regarding Tax Information by reporting the incident to the Department's: 1) City Services Manager by email at citiesunit@azdor.gov, 2) Disclosure Officer by email at DisclosureOfficer@azdor.gov, and 3) Chief Information Security Officer's Information Security Team by email at InfoSec@azdor.gov.
- 5.4 The Department may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store, or transmit any Department data at any time to ensure that Department information is adequately protected. City/Town shall provide audit records and evidence of system and application hardening to the department's information security team upon request. Hardening evidence can include, but is not limited to: RiskSense, CIS benchmarks, SCSEMs, STIGs, or other security best practices. If City/Town hires a third-party for any system or information support, all security provisions apply.

6. Wireless Access (if accessing State Confidential Information from a wireless network)

City/Town must:

- 6.1 Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- 6.2 Authorize wireless access to the information system prior to allowing such connections.

- 6.3 Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

APPENDIX B

REQUIRED REPORTS AND DATA FIELDS

At a minimum, the Department of Revenue shall provide the following reports which display all of fields identified below, per report:

NEW LICENSE REPORT and LICENSE UPDATE REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date

- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts
- Collections

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date

- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

APPENDIX C

REQUIRED FORMS

1. **JT-1 Joint Tax Application for a TPT License**

[ADOR Form 10196](#)

2. **TPT-2 Transaction Privilege, Use and Severance Tax Return (filing periods beginning on or AFTER June 1, 2016)**

[ADOR Form 11249](#)

3. **TPT-EZ Transaction Privilege, Use and Severance Tax Return**

[ADOR Form 11263](#)

November 1, 2023

TO: Mayor and Council

FROM: Andrea Davis, CFO/Deputy City Manager

SUBJECT: 2023 Intergovernmental Agreement with the Arizona Department of Revenue
Providing for Uniform Administration of the City's Transaction Privilege Tax

RECOMMENDATION:

Recommend the approval of an intergovernmental agreement between the City of Surprise and the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax, and rental occupancy taxes imposed by the State or cities or towns.

DISCUSSION:

This intergovernmental agreement (the 2023 IGA) was negotiated with the Department of Revenue (DOR) and Attorney General's office by the City Tax Administrators Council (CTAC) Rulings Group, which includes the League of Arizona Cities and Towns, and with the assistance of several city attorneys and a multitude of tax and IT experts from many municipalities.

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute requires the Arizona Department of Revenue (DOR) to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into an intergovernmental agreement (IGA) with each city and town to clearly define the working relationship between the DOR and Arizona cities and towns.

This IGA establishes the framework for collaboration between the Department and the cities and towns for every aspect of TPT administration. It provides the principles, requirements, and responsibilities of both the City and the Department, and it defines the many specific operational processes related to tax collection, the protection of taxpayer confidentiality, and information security.

The 2023 IGA replaces the 2019 and represents a complete rewrite of the prior Agreement. Great emphasis was placed on improving the thoroughness and consistency of the Agreement as well as minimizing the need to look through multiple sections to answer a single question or resolve a specific issue.

This is a high-level summary of the most notable changes compared to the 2019 IGA:

The new IGA adds or clarifies the definitions of various terms including City Services, Collection, Development Fees, Options Chart, Primary Point of Contact (PPOC), Profile, Independent Contractor, State Tax, Tax Information, Authorized Access Lists, and Qualified Recipients of Information, and all defined terms are now capitalized throughout the Agreement for easy recognition.

Taxpayer confidentiality measures have been significantly strengthened, placing additional emphasis on the protection of Tax Information provided under Arizona statutes, and refining the details surrounding authorized access, disclosure restrictions, and remedies for improper disclosure such as the possible suspension of Tax Information sharing.

New procedures have been established for both the cities and the Department to regularly maintain the Authorized Access Lists that control who can see detailed taxpayer information, including clarifying confidentiality training requirements and adding that all responsibilities and restrictions apply to Independent Contractors in the same manner as they apply to regular employees.

The new IGA addresses the developing scope of city assistance offered to the Department with the addition of delinquent tax collection activities and new collections reports along with new language that covers cities assisting with reviews of selected refund claims. In addition to the services that have long been provided by city and town auditors, these new areas expand the ways that we can partner with the Department, leveraging our personnel to help the DOR achieve more efficient operations.

The 2023 IGA also provides new or improved coverage for several miscellaneous topics including the City's responsibility for reviewing its City Profile and the Model City Tax Code website; workers' compensation issues when sharing office space with other jurisdictions; the expiration, termination, or amendment of the Agreement; and the disclosure of aggregated financial information.

Finally, this version rewrote much of Appendix A regarding the handling and protection of confidential taxpayer information. Changes were made relative to identifying retention requirements and authorized disposal methods, critical information security protocols, and various software system requirements that cities and towns must follow to protect any confidential taxpayer data stored on their computer systems.

FINANCIAL IMPLICATIONS:

This agreement will not result in any budgetary impact to the City.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023
Submitting Department: City Auditor
Staff Recommendations:

Contact Person: Carol Holley
District: Citywide

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Presentation and discussion pertaining to completed City Auditor Department reports.

Motion:

N/A - Informational only

Background:

This item has been placed on the agenda to discuss the results of work performed as part of the FY2022-2023 Annual Audit Plan approved by the Audit Committee at the start of the fiscal year.

Objective Analysis:

The mission of the City Audit Committee is to provide advice to the city council in respect to fulfilling its oversight responsibilities regarding the integrity of the city's annual comprehensive financial statements and to assist and advise the city auditor and city council on matters relating to the city's compliance with legal and regulatory requirements, systems of internal controls, management of citywide risk environment and the performance of internal and external auditors. This discussion will lend itself to the oversight and advisory components of the mission statement. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-304 (c) (6-8) of the Surprise Municipal Code directs the Audit Committee to: In coordination with the city auditor, review significant audit findings and monitor responses thereto; provide independent review and oversight of the internal and external auditor including any audits either performs, and evaluate internal and external audits for performance and compliance with accepted professional standards.

Financial Impact:

This item relates to work performed as part of the FY2022-2023 Annual Audit Plan approved by the Audit Committee with the objective of identifying opportunities to minimize operational and financial risk to City assets.

Budget Impact:

There is no budget impact associated with this item.

FTE Impact:

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

ATTACHMENTS:

1. Secured Audit Report - Policies and Procedures
 2. Secured Audit Report - Signature
 3. Secured Audit Report - Vendor Master File
 4. SECURED FINAL-SFMD Patient Data
 5. Secured Audit Report - Accounts Payable Audit Report
 6. City Auditor Department Presentation 21Nov2023
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S U R P R I S E

A R I Z O N A

**Management of Policies
and Procedures
Audit Report**

March 23, 2023

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Executive Summary

An audit of the Management of Policies and Procedures was performed as part of the City Auditor Department's (CAD) FY2022-2023 Annual Audit Plan. The purpose of the audit was to determine the status and effectiveness of citywide documented policies and procedures and determine if they are robust enough to achieve City and departmental objectives.

Our review found that policies and procedures are decentralized in the City, including those applied citywide, with the Employee Policy Manual (EPM) being the primary policies and procedures for the City. Our review also found that mandatory training on policies and procedures is either not being completed within the 60-day requirement per the EPM or completed at all by employees. We also identified a small number of employees that were not assigned the required training on citywide policies and procedures. Lastly, we identified policies, procedures, and training material that contained inconsistent or outdated information.

As part of the audit, we conducted an employee survey sent to 102 employees with 44 respondents. The overall results showed that the respondents were aware of and could identify where to locate the EPM. The results also showed that 18 respondents were unaware of the Surprise Ethics Handbook, also referred to as the Surprise Ethic and Values Guide 2019. Refer to Appendix D for the Survey Results.

Refer to Appendix A for more information about the Management of Policies and Procedures.

Observations Summary and Risk Rating

Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction. Refer to the rating definitions in Appendix B.

1. Mandatory training should be completed by the employee within 60 days in accordance with the EPM.
2. Mandatory training should be assigned to and completed by full/part-time regular employees.
3. Departmental policies and procedures related to personnel should be reviewed by Human Resources (HR) in accordance with the EPM.
4. Security Awareness Training should be assigned to employees annually in accordance with the Information System Security General Controls Policy.
5. Notice of the EPM update and amendments should be provided to employees within 30 days of the effective date, in accordance with the EPM.
6. Policies, procedures, and training applied citywide should be reviewed regularly for continued relevance.



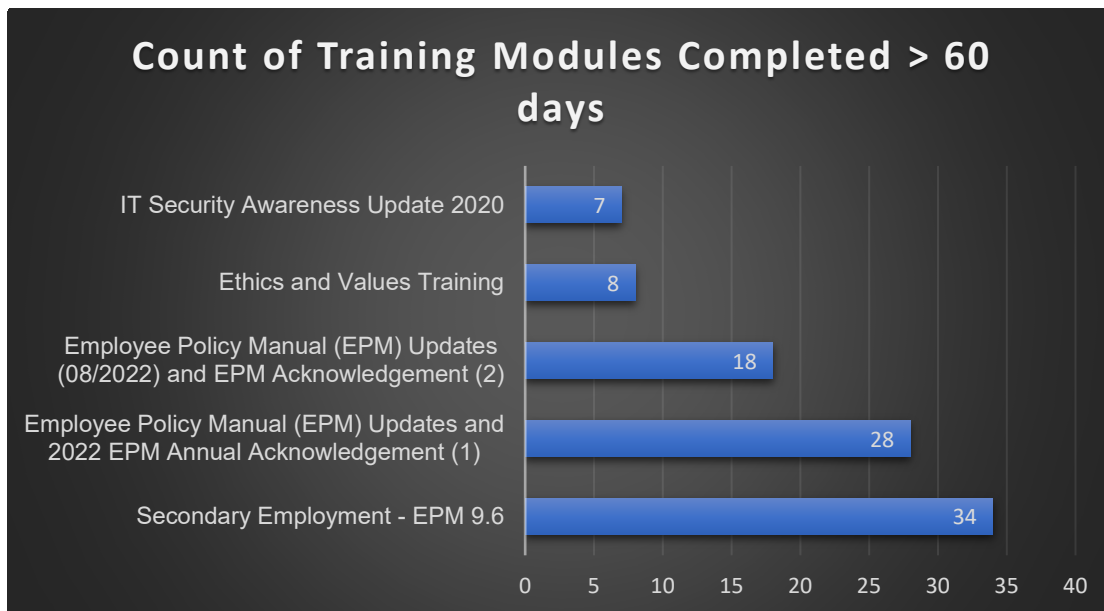
Detailed Observations – Moderate-Risk

1 – Mandatory training should be completed by the employee within 60 days in accordance with the EPM.

EPM 3.9 Employee Training & Development, A. Policy, h. states, 'Employees who do not complete City required training as assigned within 60 days, may be subject to action pursuant to EPM 10.1 – Corrective Action' (effective February 2022).

Of 960 employees assigned training in TargetSolutions (see Appendix B) in 2022, 263 (27%) did not complete the mandatory assigned training within the 60-day timeframe in accordance with the EPM.

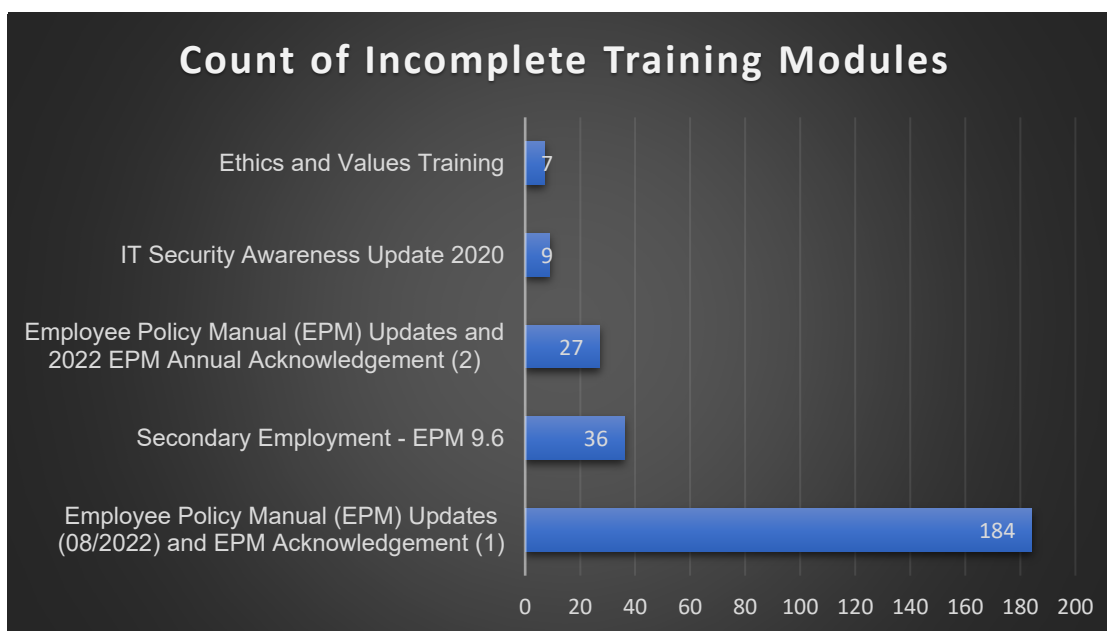
Fifty-three employees exceeded the 60-day timeframe for completing their assigned mandatory training (95 modules) in TargetSolutions. The timeframe for completion ranged from 61 to 179 days.



(1) The Employee Policy Manual (EPM) Updates (08/2022) and (2) EPM Acknowledgment contained the updates from June 13, 2022, amendment, while the Employee Policy Manual (EPM) Updates and 2022 EPM Annual Acknowledgment contained February 17, 2022, amendments.

- ⊆ Nine employees had three mandatory training modules completed > 60 days.
- ⊆ 24 employees had two mandatory training modules completed > 60 days.
- ⊆ 20 employees had one mandatory training module completed > 60 days.

Two hundred and ten active employees had not completed the assigned mandatory training (263 modules) as of 12/9/22. Nine employees (31 modules) were within the 60-day limit but had exceeded the due date assigned in TargetSolutions. Per HR, this data may include employees on an approved leave of absence as they are still assigned training while on leave.



(1) The Employee Policy Manual (EPM) Updates (08/2022) and (2) EPM Acknowledgment contained the updates from June 13, 2022, amendment, while the Employee Policy Manual (EPM) Updates and 2022 EPM Annual Acknowledgment contained February 17, 2022, amendments.

Prior to the end of 2022, HR was not tracking the completion of the training resulting in no enforcement of EPM 3.9, A. Policy, h.

Risk

Employees will not be aware and may not comply with current policies and procedures, which can lead to penalties, lawsuits, or other legal consequences.

Recommendation

HR should:

1. Enforce the policy as stated in EPM 3.9 Employee Training & Development, A. Policy, h. holding employees accountable if the training is not completed within 60 days.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 4/28/2023

This recommendation was implemented immediately.

The HR Administration team began running reports every other week to track incomplete and overdue Target Solutions assignments. These are sent to each department for follow-up. Additional follow-up occurs every two weeks, and if assignments remain incomplete, applicable department directors are notified.

2. Work with the active employees to ensure the employees complete any outstanding mandatory training.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 4/28/2023

This recommendation was implemented immediately.

The HR Administration team began running reports every other week to track incomplete and overdue Target Solutions assignments.

Detailed Observations – Moderate-Risk, continued

2 – Mandatory training should be assigned to and completed by full/part-time regular employees.

Per EPM 3.2, New Employee Orientation and EPM 3.8, Employee Training & Development, HR oversees a comprehensive employee training program including Annual Employee Compliance Training on topics, including but not limited to those listed in the TargetSolutions training schedule below. Mandatory training is assigned at hire and on an annual basis or as substantive changes are made to active full/part-time regular employees.

We judgmentally selected four assigned mandatory training modules for review: Rules of Conduct (Dec. 22, EPM Update), IT Security Awareness Training, Secondary Employment, and Ethics and Values Training.

	At Hire	Annual/Substantive Updates
Active Threats and Workplace Violence	x	
Disability Awareness Training	x	
EPM Training	x	x
Ethics and Values Training	x	
IT Security Awareness Training	x	x
NIMS 100	x	
NIMS 700	x	
Safe Driving Awareness	x	
Secondary Employment	x	x
Harassment Prevention for Employees	x	x
Harassment Prevention for Managers	x	x
Bloodborne Pathogens	x	
Supervisor 101 (3 courses)	x	
Bullying Awareness (Parks Maintenance Only)	x	
HIPAA General and Supplemental (HR/IT/FIN)	x	
Fingerprint Training (HR)	x	
Craig Tiger (Public Safety and HR)	x	
PCI (FIN/IT)	x	
Cash Handling (FIN/IT)	x	¹

¹ Blue Chart - Provided by the HR Department – Target Solutions Training Schedule

Our assessment found that the training modules had not been assigned to all required employees, resulting in 19 employees not being assigned training.

Required Training Module	# of Employees who did not receive the required training
IT Security Awareness 2022	1
Rules of Conduct (Dec. 22, EPM Update and Amendment)	2
Secondary Employment	8
Ethics and Values Guide	8
Total	19

Due to employee misclassification and training assignment errors, the mandatory training was not assigned to employees in TargetSolutions.

Risk

Employees that do not receive training on policies and procedures may not be aware of the expectations and guidelines, resulting in non-compliance with policies and procedures, which can lead to penalties, lawsuits, or other legal consequences.

Recommendation

HR should:

1. Assign and ensure completion of the mandatory training for the employees identified during testing to be missing.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 4/28/2023
Upon discovery of the unassigned training, the HR Administration team immediately assigned the training to the applicable employees in Target Solutions.

2. Conduct and document a quarterly self-audit ensuring employees are classified correctly and the appropriate mandatory training has been assigned to required employees in TargetSolutions.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 12/29/2023
The HR Administration team will implement a quarterly self-audit program to ensure all employees are classified correctly and that all mandatory training has been assigned as required in Target Solutions. The HR Analyst will perform the audit and report the results to the HR Manager upon completion. Audit results will be stored in HR Administration>Training within Laserfiche.

Detailed Observations – Moderate-Risk, continued

3 – Departmental policies and procedures related to personnel should be reviewed by HR in accordance with the EPM.

Per the EPM 1.3, Procedures, 4, department-specific policies and procedures related to personnel must be submitted by the department director to the HR Director for review. Department-specific policies should include the manner of publication to the employee and confirmation of receipt no less than annually, which shall be forwarded to HR and included in the employee's personnel file.

Per an inquiry with HR management, there is no defined process to ensure departments are reaching out to HR about personnel policy/procedure review.

HR management indicated that they rely on the language in the EPM 1.1 Applicability & Interpretation: 'These policies supersede all previous written and unwritten personnel policies and guidelines and past personnel practices of the City and also supersede any current department policy or procedure inconsistent with those set forth herein.' Therefore, HR does not actively seek out or do outreach to all departments regarding personnel policies and procedures.

Risk

Departmental policies and procedures that are not congruent with Citywide policies and procedures can result in inefficiencies, lawsuits, and organizational objectives not being reached.

Recommendation

HR should:

1. Consult with the City Attorney on EPM 1.1 on if their interpretation of the language would be sufficient to supersede the requirement for them to review policies and procedures per EPM 1.3.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 4/28/2023
The language has been discussed with the City Attorney.

2. If departments should be taking this action, HR should email Department Directors annually, reminding them of the EPM requirements and asking them to provide any policies/procedures and supporting documentation confirming employee acknowledgment.

Management Response: Management does not concur with the audit recommendation.

- Recommendation Completion Date: N/A
The language in EPM 1.3.B.4 gives adequate guidance to department directors to send any department-specific policies related to personnel to HR for review prior to implementation. HR will look at updating the EPM to match the current practice of the department being responsible for tracking and managing employee receipt and acknowledgment of department-specific policies and procedures at the department level.

Detailed Observations – Low-Risk

4 – Security Awareness training should be assigned to employees annually in accordance with the Information Systems Security General Controls Policy.

Per the Information System Security General Controls Policy (V 3.1), 2.5 HR Department, • 3-verify that employees attend security awareness training upon hire and at least annually.

IT Security Awareness training was not given annually in TargetSolutions. The timing from 8/22/2018 to 6/17/2020 training was 1.9 years, and the timing from 6/17/2020 to 12/13/2022 training was 2.5 years.

During interviews with the HR and the IT Security manager, the reason that training was not assigned annually was due to not having a formal process or set schedule for how often the training is assigned to employees.

Risk

Employees that are not trained regularly on the acceptable use of computer equipment and city resources can expose the city to risks, including virus attacks, compromise of network systems and services, non-compliance fines, and legal issues.

Recommendation

HR should:

1. Work with the IT Security manager to ensure the IT Security Awareness training is given annually in accordance with the Information System Security General Controls Policy.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 4/28/2023

IT Security Awareness training was added to the annual training schedule at the time this deficiency was discovered and pushed out to full-time regular and part-time regular employees on December 13, 2022.

2. Work with the IT Security manager to create a formal annual training schedule that includes the timing of when the Security Awareness Training needs to be assigned to employees to meet the annual training requirement.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 4/28/2023

IT Security Awareness training was added to the annual training schedule at the time this deficiency was discovered.

Detailed Observations – Low-Risk, continued

5 – Notice of the EPM updates and amendments should be provided to employees within 30 days of the effective date in accordance with the EPM.

Per EPM 1.4 Amendment, B. Procedure, 2. Notice/Training, every employee of the City shall receive notice of any amendment to this manual [EPM] within 30 days of the effective date and shall be provided training on any substantive changes within 90 days of the effective date.

For 1 of 3 (33%) EPM policy amendments issued in 2022, employees were not notified within 30 days of the effective date.

In the February 2022 policy update, the amendments to EPM 3.1 & 5.4 within the EPM Update notification indicated an effective date of 10/4/2021, exceeding the training requirement of within 90 days of the effective date and notification within 30 days, as the City Manager did not approve it until 136 days after the effective date.

The policies' effective date is before the City Manager's approval, delaying the publication to the EPM, employee notification, and required training.

Risk

Failure to inform employees about policy changes can lead to confusion, inefficiencies, and potential litigation.

Recommendation

HR should:

1. Ensure notice and training of EPM updates and amendments are provided to employees in accordance with EPM 1.4.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 12/29/2023

When EPM Updates and amendments occur, generally, notification and training are provided simultaneously. To increase the efficiency and effectiveness of communication of these changes to employees, the Human Resources department will update the policy to reflect a 60-day requirement for both notification and training of substantive policy updates.

2. Have the policy be effective when the City Manager approves the change.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 4/28/2023

This change was put into place by the Human Resources team at the time the deficiency was identified. Moving forward, policy changes will be effective on the date of the City Manager's signature.

Detailed Observations – Low-Risk, continued

6 – Policies, procedures, and training applied citywide should be reviewed regularly for continued relevance.

Policies, procedures, and corresponding training should be reviewed for continued relevance and effectiveness and updated, as needed, based on updates to systems and structures within the city.

Our review found that policies and procedures are not always updated to reflect up-to-date, consistent information, including the information posted on InsideSurprise and in the training material.

- ⊞ The conflict of interest message and notification process is inconsistent and unclear across the policies reviewed during the audit that contained a conflict of interest section. The conflict of interest examples [located on the Finance Docs & Forms page on InsideSurprise] are not linked or provided in either policy where conflict of interest is mentioned (Ethics, EPM 9.2). Conflict of interest is only required to be acknowledged by employees through the annual EPM acknowledgment, Ethic and Values Guide acknowledgment, training upon hire, or during the procurement process.
- ⊞ The Ethic and Values Guide does not define the city's core values. The guide is inconsistent with and does not reflect EPM updates and amendments. Key components that should be included in the guide are missing, such as a commitment to investigate and take action on reported concerns, a policy on data security, a policy on compliance with laws and regulations, and consequences for non-compliance. The guide is only acknowledged by employees upon hire.
- ⊞ The IT Policies and Forms page [InsideSurprise] is outdated, and the policies and procedures do not align with changes made and documentation currently being utilized for employee acknowledgment. For example, 8.5 Document management was effective 6/22, but training material did not reflect the change until 12/22.

With the decentralization of policies and procedures, including those applied citywide, there is not a defined or uniform process for creating, updating (including policy updates, posting on department sites on InsideSurprise, and training modules), and referencing with other policies and procedures.

Risk

Policies, procedures, and training not updated to reflect current city practices can cause employee confusion, inefficiencies, lawsuits, and organizational objectives not being reached.

Recommendation

HR should:

1. Update the conflict of interest notification process to be clearly defined and consistent across policies and procedures where conflict of interest is mentioned by working with Finance. Conflict of interest should be acknowledged by employees annually, similarly to how Secondary Employment is acknowledged by employees.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 3/31/2024

The Human Resources Department will work with the Finance Department to ensure consistent policies and procedures as it pertains to Conflict of Interest. Additionally, the Conflict of Interest policy will be assigned to all employees on an annual basis for review and disclosure along with the Secondary Employment policy. The next time these will go out is in March of 2024.

2. Update the Ethic and Values Guide to clearly define the city's core values, as shown in the Values Statement. It should also be updated to be consistent with and reflect EPM updates and amendments and include a commitment to investigate and take action on reported concerns, a policy on data security, a policy on compliance with laws and regulations, and consequences for non-compliance. The Ethic and Values Guide should be acknowledged by employees annually, similarly to how the EPM is acknowledged by employees.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 12/29/2023

Concurs with Conditions – The City of Surprise Human Resources Department will work with City Leadership to abolish the Ethics and Values Guide and instead incorporate an Ethics and Values statement into the beginning of the EPM. Policies specific to ethics and values will be designated in the EPM as well. This creates a less burdensome process with one document to maintain instead of two, plus it is more convenient for employees only to have one document to reference. This also prevents the risk that policies in different sources might contradict one another.

3. Establish a clear communication channel through annual meetings/emails with appropriate department directors to ensure everyone is informed of changes or updates to policies and procedures applied citywide. The annual meetings should be documented.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 12/29/2023

Annually, prior to the launching of the required training for conflict of interest and IT security awareness, the Human Resources Director will confirm with the IT Director and the Finance Director that all policies are current and up to date.

Information Technology (IT) should:

1. Update the IT Policies and Forms page to reflect current policies and procedures.

Management Response: Management concurs with the audit recommendation.

- Recommendation Completion Date: 4/21/2023

The policy has been updated and posted effective 4/21/2023

Appendix A

Background

The City Manager is responsible for implementing, communicating, and enforcing all citywide employee policies and creating, implementing, and communicating procedures to assist employees with complying with them. (EPM Pg. 9, 1.3 Implementation & Disseminations, #3, SMC Sec. 3.3). The EPM is the main citywide policy managed by HR. EPM updates and amendments are made by HR, but the City Manager has the final approval in all aspects of the EPM.

Other policies and procedures are decentralized, including those applied citywide. For example, the Finance and IT Departments create and manage policies and procedures that are applied citywide. Unique department policies and procedures that are more restrictive than those in the EPM due to the department's operational needs are authorized. Personnel-related policies and procedures are subject to the review and approval of the HR Director. (EPM Pg. 9, 1.3 Implementation & Disseminations, #3, SMC Sec. 3.3)

Employee training on policies and procedures applied citywide is provided through a few avenues, depending on the employee's status (temporary vs. regular). During onboarding, new employees are made aware of and presented with an acknowledgment form titled Acknowledgment of Receipt EPM, which provides them with the public web address where the EPM can be found. They are also given the Electronic Media User Agreement form that details IT security rules, an excerpt from and summarizes the Information System Security General Control policy and highlights key points for employees. This form is provided a second time when the new hire is assigned Security Awareness Training in TargetSolutions. Hard copies of policies and procedures, including the EPM, are not provided during onboarding. Employees are expected to access policies and procedures via InsideSurprise, the City's intranet site. Full/part-time regular employees receive training in TargetSolutions, and while there may be exceptions to that rule, it includes but is not limited to annual EPM acknowledgment, EPM updates and amendments, Ethics and Values, IT Security Awareness Training, and Secondary Employment.

Employees are responsible for knowing, understanding, complying with, and adhering to policies that relate to their position or employment at the City.

Objectives, Scope, and Methodology

We conducted a performance audit of the Management of Policies and Procedures pursuant to [Ordinance No. 2016-26](#), which grants the City's internal audit program authority to conduct City internal audits. This audit focused on policies and procedures applied citywide, including EPM updates and amendments, sections 1.3, 1.4, 3.9, 9.1, 9.2, 9.6, the Ethic and Values Handbook, and IT security policies that employees are trained on, and expected to know and adhere to during their employment with the City.

Audit Objectives

- Determine if the process of training employees on the EPM, IT Security Awareness, Secondary Employment, and Ethic and Values Guide is efficient and effective.
- Determine if the approval, update, and notification process for the EPM is efficient and effective.
- Determine if employees are sufficiently knowledgeable on a judgmental sample of citywide policies and procedures.
- Evaluate a judgmental sample of policies and procedures applied citywide for organization, clarity, up-to-date information, message consistency, and notification to employees.
- Determine if employees are trained, and documentation is maintained regarding employees' acknowledgment to comply with a judgmental sample of policies and procedures applied citywide.

Methodology

The CAD used various methods to review the specific objectives of this audit. These methods included:

- Interviewed HR, Finance, and IT personnel about citywide policies, procedures, and training.
- Requested documentation related to EPM updates and amendments and notifications made in 2022.
- Surveyed a judgmental sample of 102 employees, with 44 respondents on policy knowledge.
- Reviewed a judgmental sample of three policies and procedures in effect and applied citywide.
- Requested and analyzed training information from TargetSolutions for four mandatory training modules.
- Requested New Employee Orientation documentation for a random sample of 30 employees to support the completion of training requirements.

Appendix B

Data Reliability

The data utilized for the work performed was obtained from Munis, the City's financial system of record, and TargetSolutions, the training system utilized by HR to deliver online training. Munis data reliability is materially verified annually via the audit of the Munis financial reports and the Annual Comprehensive Financial Report (ACFR) performed by the City's external auditor.

We assessed the reliability of TargetSolutions data by (1) performing electronic testing, (2) reviewing existing information about the data and the system that produced them, and (3) interviewing personnel knowledgeable about the data. We determined that the data was sufficiently reliable for the purposes of this report.

The City Auditor Department determined that the data utilized is sufficiently reliable, given its intended use.

Audit Observation Risk Rating

Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction:



- High – Represents an observation requiring immediate action by management to mitigate risks associated with the process being audited. High-risk observations should be implemented to mitigate current gaps in areas with a significant impact or high likelihood of loss or fraud related to City assets.
- Moderate – Represents an observation requiring timely action by management to mitigate risks associated with the process being audited. Moderate-risk observations should be implemented to strengthen or increase efficiency in the internal control framework and mitigate the potential risk of loss to City assets.
- Low – Represents an observation for consideration by management for correction or implementation associated with the process being audited. Low-risk observations should be implemented to improve the efficiency and effectiveness of operations.

Appendix C

Audit Standards

The audit was conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives. Any deficiencies in internal controls deemed insignificant to the audit objectives that warranted the attention of those charged with governance were delivered in a separate memo.

This project was not intended or designed to be a detailed study of every relevant procedure, regulation, system, or transaction. As such, the conclusion and recommendations contained in this report may not include all areas which may need improvement.

Acknowledgments

The CAD appreciates the time City staff contributed to this review. The City Auditor would like to take this opportunity to thank all City departments and individuals involved in the Management of Policies and Procedures audit for their considerable cooperation and assistance.

We received input and assistance from the following:

- HR Department
- Finance Department
- IT Security Division
- Public Works Department
- Police Department
- Marketing and Communications Department

Surprise City Auditor Department

Vision—The development of people, systems, and processes that delivers innovative and effective auditing services to the City of Surprise.

Mission—To provide independent, objective, accurate, and timely auditing services that are designed to improve operations, cultivate transparency, and accountability.

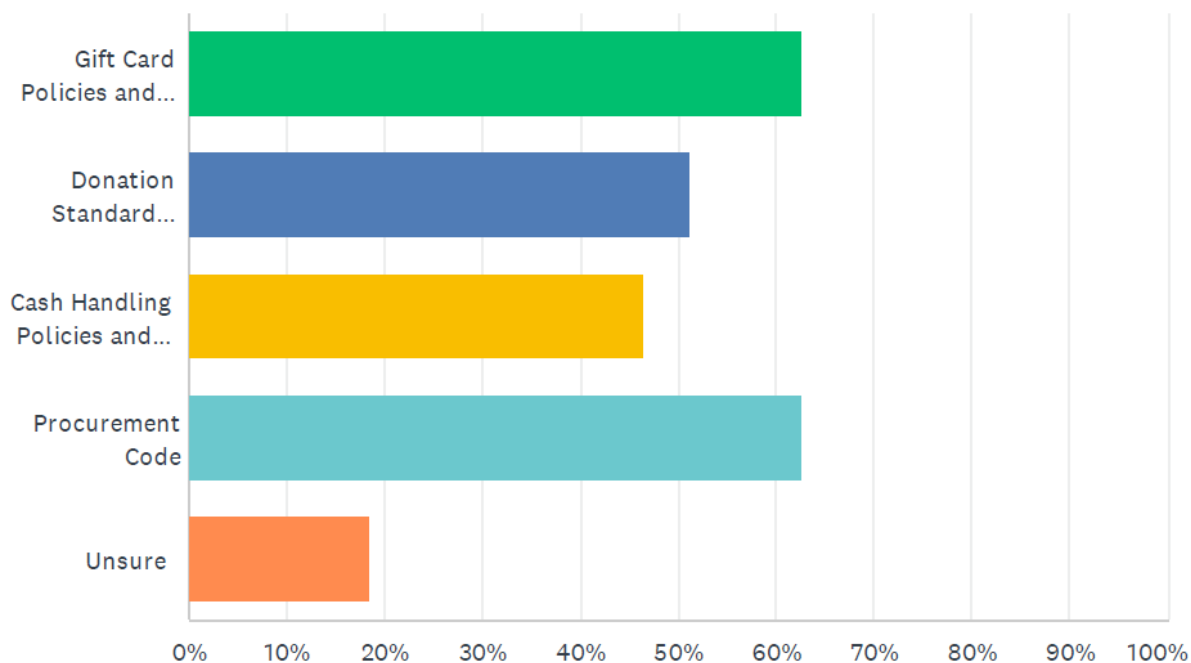
For more information or to contact the City Auditor Department: <https://surpriseaz.gov/166/City-Auditor>

Appendix D

The survey was sent to a judgmental sample of 102 (temporary and regular) employees spanning 14 departments (excluding appointed and elected officials and volunteers). The survey was open from January 10 through January 20, 2023. We had 44 (43%) respondents. The results of the survey are below.

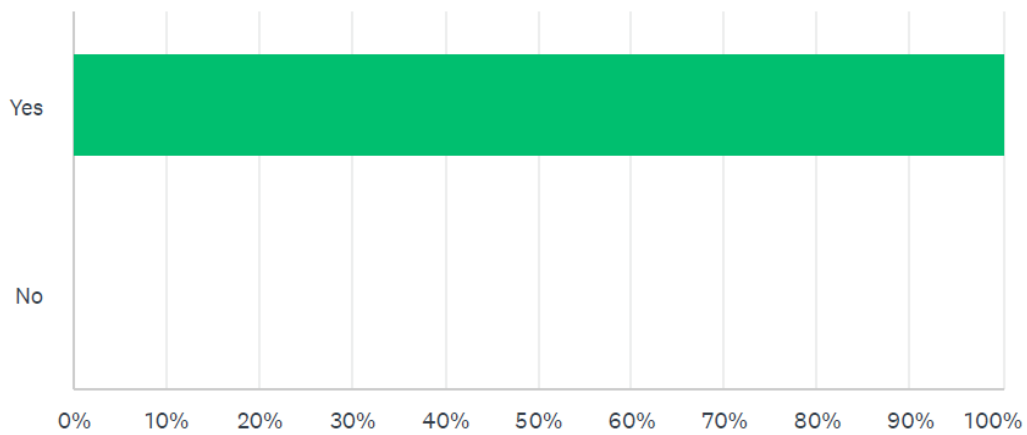
(Q1) Which policies and procedures must you adhere to in your current position? Select all that apply.

(Answered: 43 Skipped: 1)



Auditor Note: The policies utilized in Q1 are applied citywide, and although daily application will depend on the employee's function, all employees must adhere to these.

(Q2) Are you aware of the Employee Policy Manual, sometimes referred to as the EPM?
(Answered: 44 Skipped: 0)



Auditor Note: For Q2, all employees surveyed should be aware of the EPM.

(Q3) Where would you go to locate the EPM?

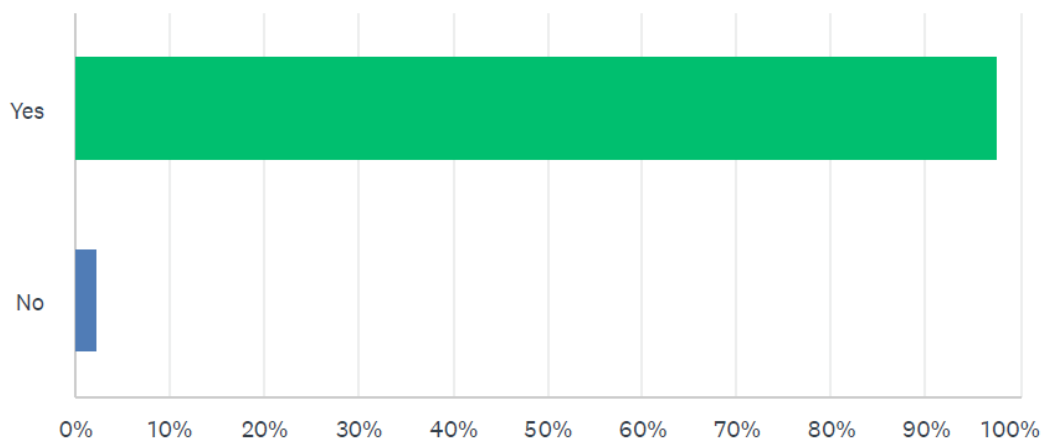
(Answered: 43 Skipped: 1)

Q3 required respondents to enter their responses into a text box, and all 43 that responded identified the city's intranet site as the location where they could locate the EPM.

Auditor Note: For Q3, InsideSurprise, the city's intranet site, is the best way to locate the most up-to-date version of the EPM.

(Q4) Were you given ample opportunity to review the EPM?

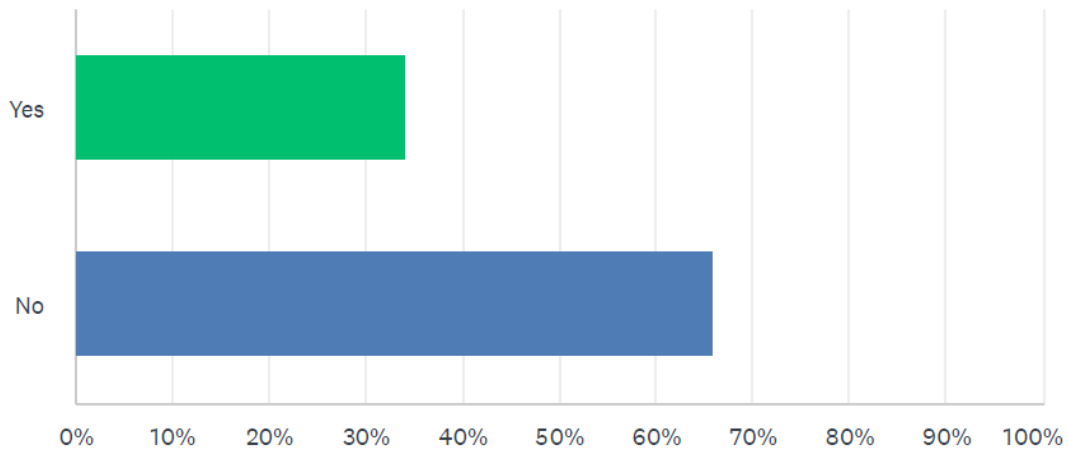
(Answered: 44 Skipped: 0)



Auditor Note: For Q4, per EPM 1.3 Implementation & Disseminations, B. Procedure, 3. Maintenance/Acknowledgment, 'Department directors shall provide each employee under their supervision with ample opportunity to read the EPM and amendments thereto.'

(Q5) Have you read the EPM in its entirety?

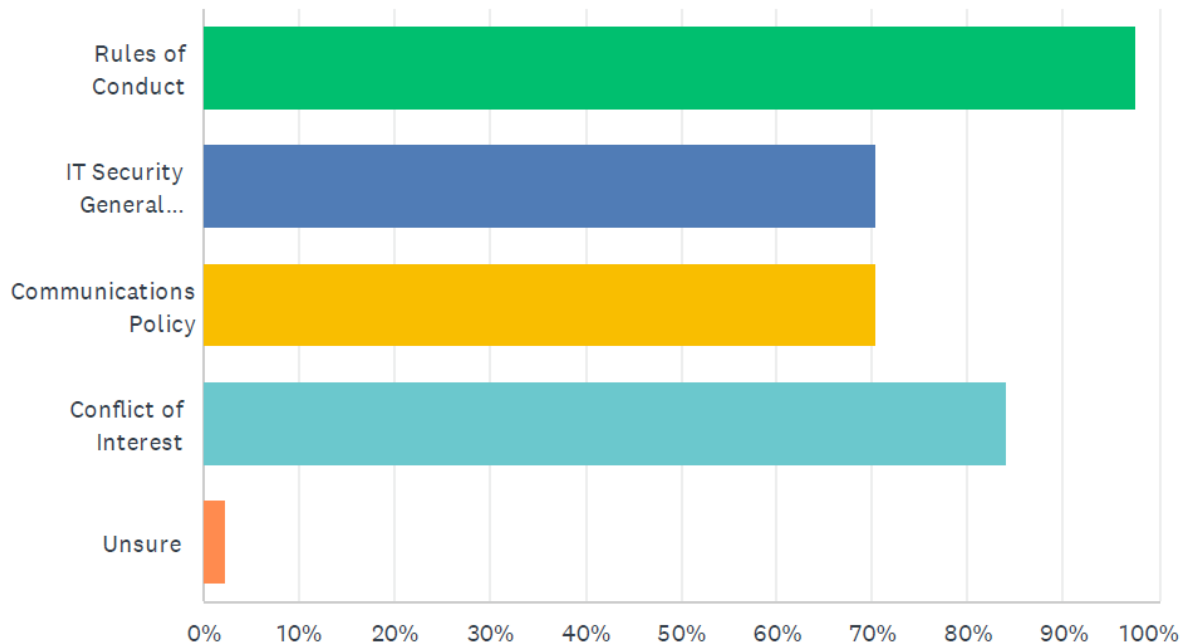
(Answered: 44 Skipped: 0)



Auditor Note: For Q5, as the EPM notes in Q4, an employee shall be given ample time to *read* the EPM, and since they must adhere to these policies and procedures.

(Q6) Which policies and procedures are included in the EPM? Select all that apply.

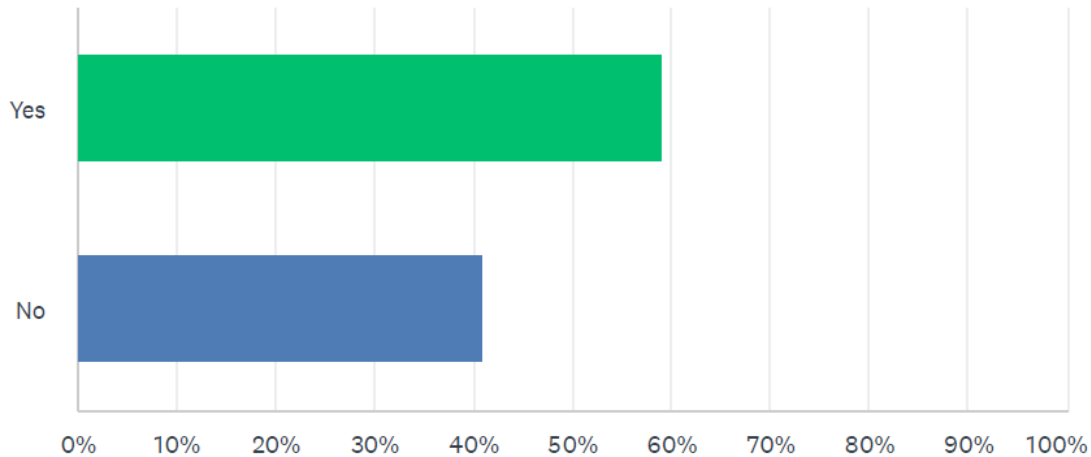
(Answered: 44 Skipped: 0)



Auditor Note: For Q6, Rules of Conduct and Conflict of Interest are included in the EPM. While there are mentions of the Communications Policy, the detailed policy lives outside the EPM but is referenced within. The IT Security General Controls policy is not within the EPM, although the EPM does contain excerpts.

(Q7) Are you aware of the Surprise Ethics Handbook?

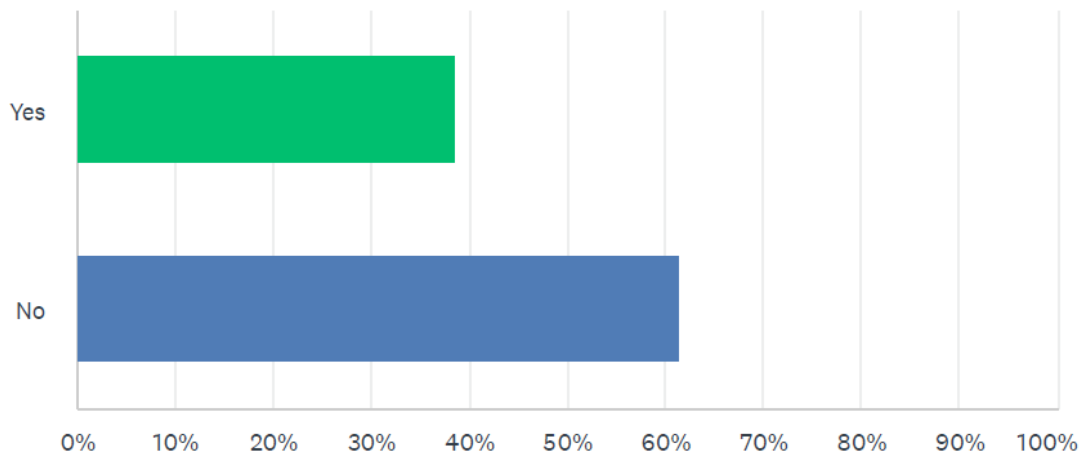
(Answered: 44 Skipped: 0)



Auditor Note: For Q7, all employees surveyed should receive training on the Surprise Ethics Handbook.

(Q8) Have you reviewed the Surprise Ethics Handbook in the last 12 months?

(Answered: 44 Skipped: 0)



Auditor Note: For Q8, employees are only trained on and asked to acknowledge the handbook upon hire.



S U R P R I S E

A R I Z O N A

Signature Authorization Audit Report

October 11, 2022

Audit Report

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Executive Summary and Observation

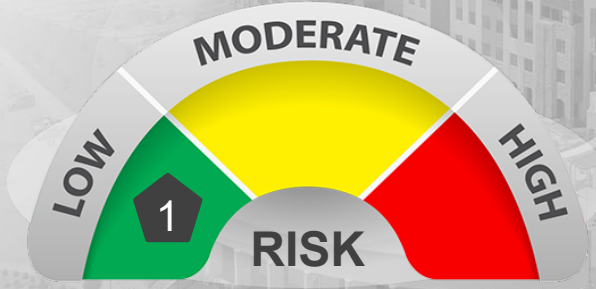
Executive Summary

As part of the City Auditor Department's (CAD) FY2022-23 Annual Audit Plan, a continuous audit of the Signature Authorization audit was performed. The purpose of the audit was to determine whether adequate controls were in place over Signature Authorization and whether authorizations have been done in accordance with the City of Surprise (City's) policies and procedures. Continuous auditing enables CAD to have an ongoing assessment of the effectiveness and efficiency related to the audit area. This review did not cover Citywide signing authority, or the awarding authority related to the procurement process.

Our review found that system, physical, and manual controls were in place for electronic signatures when printing checks. In addition, segregation of duties is in place for those that perform the approval, payment processing, and account reconciliation functions. The audit work also showed that banking access is restricted to users who require it to perform their job duties, and a second layer of authentication is required for those who initiate/approve payments. The City has three Security Administrators with the bank reviewed. The Security Administrators have authorization to inactivate user access; however, a second approval is required to add/delete users from the banking system. Access is also restricted in the City's financial system (Munis). The financial system access is defined through roles in the system and granted based on the users' job duties.

Based on our audit results, reconciliations are prepared by an individual that does not have assigned job duties to process payments; however, they are not always completed within the 45-day time frame per the Finance Department Bank Reconciliation policy. This observation is discussed in further detail within the Detailed Observation section of this report.

See Appendix A for more information about Signature Authorization.

Observation	Observation Risk Rating
1. Bank reconciliations should be prepared timely.	 The audit observation has been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction. Refer to the rating definitions in Appendix B.

Detailed Observation – Low-Risk

Observation	Recommendations	Management Responses
1 – Bank reconciliations should be prepared timely. Per the Finance Department's Standard Operating Procedure, effective May 2018, each bank account reconciliation should be completed within 45 days of receiving bank statements either through mail or electronically. Each bank account will be reconciled and signed by the Senior Accountant upon completion. When performing our review, we found that 10 of 22 (45%) reconciliations selected were not completed timely, ranging from 49 to 206 days to complete. During the reconciliation review, CAD observed repeating reconciling items being notated due to not being recorded in the general ledger. Per the Senior Accountant performing the reconciliations, and the Accounting Manager, researching and resolving the bank and general ledger discrepancies can be time-consuming, resulting in delays. The Senior Accountant is reconciling to the penny, so when trying to research and resolve, for example, 31 cents, this can take a lot of time. The process can also involve working with other departments to identify the cause of the discrepancies between the bank and general ledger. Risk: When the process of bank reconciliation is delayed, the opportunity to identify and correct issues in the system in a timely manner is missed.	The Finance Department should: A. Complete the reconciliations in accordance with the 45-day policy. If the requirement cannot be met, the reason for the delay should be noted on the reconciliation and approved by the Accounting Manager. The Finance Department should evaluate establishing tolerances and materiality thresholds for reconciling items allowing discrepancies below these thresholds to be researched and resolved later but still reconciled within the fiscal year. B. In addition, when completing the reconciliation, the Finance Department should consider identifying repeating reconciling items and work with the appropriate department personnel to find the underlying cause of the reconciling items in an effort to reduce future instances.	A. We concur with the recommendation to complete the reconciliation within 45 days and to evaluate the tolerances for discrepancies. The bank reconciliations have always been started as soon as the month ends; however, historically, we haven't considered the reconciliation complete until every penny is accounted for. We will implement the recommendation to complete the reconciliation and research immaterial discrepancies in the following month, beginning with the December 2022 reconciliation. B. We concur with the recommendation to determine the causes for any reoccurring immaterial discrepancies, such as discrepancies due to the timing of when certain transactions post to the general ledger versus when they post to the bank, beginning with the December 2022 reconciliation.

Appendix A - Background, Objectives, and Scope

Background

The City maintains several bank accounts with multiple banks to support its activities. To maintain bank accounts, authorized signers are established with the banking institution. The City has between two and four authorized signers on the bank accounts reviewed during the audit. The accounts with four authorized signers are the Disbursement Accounts Payable (AP) and Payroll accounts with JPMorgan Chase Bank.

Signature Authorization was broken down into two categories for this audit: 1) those with signing authority with the banking institution and 2) those individuals who have day-to-day functions of processing payments for the City.

The City has multiple ways that payments are processed, including printed checks, electronic fund transfers, virtual credit card payments, and wires. To control payments and cash flow, the City utilizes controlled disbursement accounts. Controlled disbursement accounts allow the City to determine which checks will post to the bank account each business day, allowing for payments to be controlled. The process is completed by uploading a positive pay file after a check run that provides a list of authorized checks to the bank.

Authorized signers with the bank, including those whose names appear on the signature line on the checks, do not necessarily have an active role in the check signing process. In order to effectively and efficiently carry out the City's objectives, personnel are assigned job duties that allow for the initiation and execution of payments by utilizing an electronic signature, access to the financial system, and secured access to the banking system.

Audit Objectives

To determine whether adequate controls were in place over Signature Authorization .

1. Determine whether adequate controls are in place to prevent unauthorized payments (printed checks and electronic).
2. Determine if bank reconciliations were prepared timely, by an employee without assigned duties related to payment issuance, for the Disbursement AP and Payroll accounts.
3. Determine access rights and end user entitlements for JPMorgan Chase Access (online banking system) and Munis for segregation of duties and appropriateness of access based on job duties.

Scope / Methodology

The audit scope was for Signature Authorization from January 1, 2020, to August 31, 2022.

Procedures included:

- Interviewed the Finance Department, Payroll Division, and Information Technology Department personnel.
- Requested a list of authorized signers from the bank.
- Observed the check run process for Payroll and AP Division.
- Reviewed reconciliations for timeliness and preparer for separation of duties.

Appendix B – Data Reliability and Risk Rating

Data Reliability

The data utilized for work performed was either obtained directly from Munis, the City's financial system of record, JPMorgan Chase Access (online banking system), or directly from the Finance Department. Munis data reliability is materially verified annually via the audit of the Munis financial reports and the Annual Comprehensive Financial Report (ACFR) performed by the City's external auditor.

As the data that was primarily relied upon related to access rights in Munis and JPMorgan Chase Access, CAD reviewed the user manual and user entitlement and description mapping for JPMorgan Chase Access and worked with the Information Technology Department at the City to understand the access rights and permissions in Munis. Observations were also performed to confirm the access definitions to the end user access.

The CAD determined the data utilized is sufficiently reliable given its intended use.

Audit Observation Risk Rating

Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction:

- **High** – Represents an observation requiring immediate action by management to mitigate risks associated with the process being audited. High-risk observations should be implemented to mitigate current gaps in areas with a significant impact or high likelihood of loss or fraud related to City assets.
- **Moderate** – Represents an observation requiring timely action by management to mitigate risks associated with the process being audited. Moderate-risk observations should be implemented to strengthen or increase efficiency in the internal control framework and mitigate the potential risk of loss to City assets.
- **Low** – Represents an observation for consideration by management for correction or implementation associated with the process being audited. Low-risk observations should be implemented to improve efficiency and effectiveness of operations.



Appendix C – Standards and Acknowledgements

Audit Standards

The audit was conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives. Any deficiencies in internal controls deemed to be insignificant to the audit objectives but that warranted the attention of those charged with governance were delivered in a separate memo.

This project was not intended or designed to be a detailed study of every relevant procedure, regulation, system, or transaction. As such, the conclusion and recommendations contained in this report may not include all areas which may need improvement.

Acknowledgements

CAD appreciates the time City staff contributed to this review. CAD would like to take this opportunity to thank all the departments and individuals involved in the Signature Authorization Audit for their considerable cooperation.

We received input and assistance from the following:

- AP Division
- Payroll and HRIS Division
- Finance Department
- Information Technology Department

Auditor: A. Garcia, Internal Auditor - Senior

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S U R P R I S E

A R I Z O N A

Vendor Master File City Auditor Report

September 30, 2022

City Auditor Report

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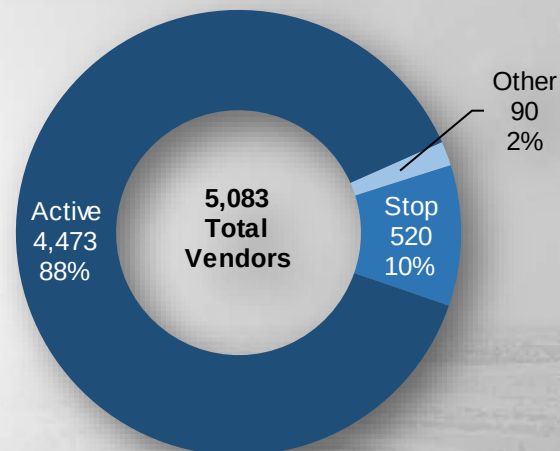
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C – Standards and Acknowledgements

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Figure 1

Vendor status in Munis as of July 21, 2022, shows 88 percent of 5,083 total vendors were active



1 *Stop* vendor status prevents the use of the vendor on requisitions, purchase orders, and invoices.

2 *Other* vendors include vendors with temporary, inactive, one-time pay, and vendor self-service status.

Source: City Auditor Department staff analysis of Munis vendors as of July 21, 2022.

Executive Summary and Observations

Executive Summary

As part of the City Auditor Department's (CAD) FY2022-2023 Annual Audit Plan, a desk audit of the Vendor Master File for July 1, 2021, to July 21, 2022, was performed. The purpose of the audit was to determine whether adequate controls were in place over vendor setup, modification, and maintenance processes to prevent duplicate payments, errors, and unauthorized transactions. The audit is part of the CAD's continuous auditing program in which professional judgment and CaseWare IDEA software are used to periodically test a sample of high-risk transactions based on the nature of the transaction type. Previously, in April 2019, the Vendor Master File controls were addressed in the *Accounts Payable Continuous Review Program* audit report.

Overall, the Finance Department (Finance) has controls over the setup, modification, and maintenance of its Vendor Master File. Additionally, access controls to the Vendor Master File were adequate. However, not all policies and procedures were consistently followed, and some controls require strengthening. Specifically, Finance did not maintain W-9s for all eligible vendors and it did not follow the City's *Conflict of Interest* Employee Policy Manual (EPM) policy 9.2 that directs it to cross-reference employee data with vendor data to check for possible conflicts of interest on an annual basis. Further, although Finance had a policy to detect and resolve duplicate vendor records in the City's financial system (Munis), it did not implement the policy during FY2021-2022 through July 21, 2022. Lastly, approximately two years ago, Finance's Accounts Payable (AP) Division reviewed the Vendor Master File for inactive vendor accounts but did not act on the 1,123 accounts it identified.

As a result, this report makes recommendations to implement and consistently follow vendor policies and procedures and to establish controls over inactive vendors. Further, by establishing controls over inactive vendors that were never used or not used within an established period, Finance can improve the efficiency of its other review processes, like its reviews for duplicate vendors, conflict of interest, and potential double payments.

Refer to Appendix A for more information about the Vendor Master File.

Observations	Observation Risk Rating
- Finance did not consistently follow its vendor setup, modification, and maintenance policies and procedures because it: - Did not maintain W-9s for all eligible vendors. - Did not cross-reference employee and vendor data to identify possible conflicts of interest. - Finance did not implement its policy to detect and resolve duplicate vendor records in Munis. - Finance did not take action on the 1,123 active vendor accounts identified during AP's review for inactive vendors.	 Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction. Refer to the rating definitions in Appendix B.

Detailed Observation – Moderate-Risk

Observation	Recommendations	Management Responses
1 – Finance vendor setup, modification, and maintenance policies and procedures were not consistently followed by Finance staff. Finance's <i>Vendor Setup</i> policies and procedures require a complete W-9 or W-8 prior to setup in Munis. Additionally, the City's <i>Conflict of Interest</i> EPM policy 9.2 directs Finance, on an annual basis, to cross-reference employee data, like addresses, phone numbers, etc., with vendor data to identify possible conflicts of interest. Finance did not consistently follow its vendor setup, modification, and maintenance policies and procedures. Specifically, it did not maintain W-9s for all eligible vendors, and it did not cross-reference employee data, like addresses, phone numbers, etc., with vendor data to identify potential conflicts of interest. We reviewed a sample of active vendors that did not have W-9 received notation in Munis. We found that some vendors in the sample had a W-9 in Tyler Content Manager (TCM), which stores attachments in Munis. However, some vendors in the sample did not have a W-9 in TCM. Finance is reviewing the exceptions. Additionally, we reviewed the Vendor Master File and employee data for potential conflicts of interest and identified several potential conflicts of interest that Finance is reviewing. Although Finance had policies and procedures to ensure that eligible vendors complete a W-9 or W-8 prior to setup in Munis and that employee data was cross-referenced with vendor data to identify potential conflicts of interest, Finance did not provide adequate oversight to ensure that its policies and procedures were administered with fidelity. Continuation on Page 5	The Finance Department should: A. Review; evaluate; and take action, if needed, on the potential missing W-9s identified during the audit. B. Review; evaluate; and take action, if needed, on the potential conflicts of interest identified during the audit.	A. We concur with the recommendation to obtain the missing W-9s identified in the audit. We have already reached out to all vendors and have begun the collection process. We have also split all vendors among the AP staff, and they were tasked with reviewing that we have a current W-9. W-9s will be reviewed as vendors are paid to ensure that we have a current W-9. All missing W-9s were received in November 2022. B. We concur with the recommendation to obtain documentation for the potential conflicts of interest identified in the audit. The Accounting Manager and AP team will work with Procurement and Human Resources to obtain documentation on future potential conflicts of interest and document within the Vendor Master File starting December 1, 2022. A review of the conflicts of interest identified in the audit will be completed by January 31, 2023.

Detailed Observation – Moderate-Risk

Observation	Recommendations	Management Responses
Continuation from Page 4 Risks: • Finance increases its risk of inaccurate and incomplete vendor records when it does not collect W-9s and document changes to vendor records. • Further, the City increases its risk of backup withholding assessments and IRS penalties if it conducts business with vendors that do not have a W-9 form on record. • Additionally, when conflicts of interest are not disclosed and properly documented, it violates the City's <i>Conflict of Interest</i> EPM policy 9.2 and increases the City's risk of participating in these types of transactions.	C. Follow with fidelity its policies and procedures that direct it: 1. To obtain a W-9 or W-8 before setup in Munis. 2. To cross-reference employee data, like addresses, phone numbers, etc. with vendor data for possible conflicts of interest.	C. We concur with the recommendation and will review that a W-9 is received before setup in Munis and will review each new vendor for potential conflict of interest. The Accounting Manager will cross reference employee and vendor data quarterly to review for possible conflicts of interest starting January 1, 2023. The first quarterly review will be completed for the quarter ending March 31, 2023, and completed in April 2023.

Detailed Observation – Moderate-Risk

Observation	Recommendations	Management Responses
2 – Finance did not implement its policy to detect and resolve duplicate vendor records in Munis. As a result of the CAD's April 2019 <i>Accounts Payable Continuous Review Program</i> audit report, Finance developed procedures to review the Vendor Master File for duplicate vendors. Specifically, Finance's <i>Accounts Payable Guidelines</i> direct AP to review Munis quarterly for duplicate vendors and to document its review, including any updates made. Although Finance had a policy to detect and resolve duplicate vendor records in Munis, it did not implement it. Using CaseWare IDEA data analytics, the CAD reviewed for possible duplicate vendors in Munis by analyzing vendor names, addresses, emails, and phone numbers. We identified several possible vendor name, address, email, and phone number duplicates that Finance is reviewing. In FY2021-2022, Finance had management-level turnover. As a result, Finance's Accounting Manager position was vacant for over two months, and quarterly reviews for duplicate vendors were not performed. The current Accounting Manager joined the City towards the end of FY2021-2022 and plans to implement the quarterly reviews. Risk: • Duplicate vendor records increase the risk of duplicate vendor payments.	The Finance Department should: A. Modify the Munis <i>status</i> field to "stop" for the identified duplicate vendors so that only one active vendor record exists per vendor. B. Implement its duplicate vendor policy by: 1. Performing and documenting its quarterly review for duplicate vendors. 2. Documenting any updates it makes as a result of its quarterly review.	A. We concur with the recommendation and have already deactivated any potential duplicate vendors identified during the audit. This was completed in November 2022. B. We concur with the recommendation to adhere to the policy for a quarterly review of potential duplicate vendors and will document the results as that review is performed. AP staff will review prior vendor data as new vendors are entered to ensure that duplicate vendors are not processed starting December 1, 2022. The first quarterly review will be completed for the quarter ended March 31, 2023.

Detailed Observation – Moderate-Risk

Observation	Recommendations	Management Responses
3 – Finance did not take action on the 1,123 active vendor accounts identified during AP's review for inactive vendors. Approximately two years ago, Finance's then Accounting Manager directed AP to review vendor records for inactivity and place the vendor on "stop" status if the vendor was in Munis for over three years; if the vendor lacked activity for three or more years; and if the vendor did not have an open purchase order. During this informal Vendor Master File review for inactive vendor accounts, AP identified 1,123 active vendor accounts that met its criteria for "stop" status. However, AP did not take action on these vendor accounts. All 1,123 accounts were active as of July 21, 2022. Because AP's review was conducted about two years ago under a former Accounting Manager, it is not clear why action was not taken on the 1,123 active vendor accounts identified by AP for "stop" status. The CAD reviewed active vendors as of July 21, 2022, using AP's criteria from roughly two years ago, and determined that the number of active vendor accounts that met AP's criteria for "stop" status had increased from the 1,123 previously identified by AP. However, we found during our review that not all 1,123 accounts previously identified by AP still met its criteria for "stop" status, although most did. To its credit, Finance is planning to perform a mass "stop" on its inactive vendors and is reviewing its vendors to determine which vendors it should modify to "stop" status. <i>Continuation on Page 8</i>	The Finance Department should: A. Create a formal "stop" vendor policy that includes, but is not limited to: 1. Indicating the frequency of review. 2. Detailing the process for review, including criteria it will use to evaluate a vendor for "stop" status to prevent its use on requisitions, purchase orders, and invoices. 3. Directing AP to act on the vendors it identifies. B. Implement a formal "stop" vendor policy and: 1. Review vendors for inactivity, as defined by Finance's "stop" vendor policy. 2. Modify vendor status to "stop" for vendors that meet or exceed the "stop" vendor policy.	A. We concur with the recommendation to create a formal "stop" vendor policy. The policy will be created by December 31, 2023. Note that the AP Division has engaged the Information Technology Department to help with a "mass stop" of inactive vendors identified by the Accounting Manager. All vendors that have not had activity in the previous three years have been deactivated within Munis. This was completed in November 2022. B. We concur with the recommendation to implement a formal "stop" vendor policy. The AP Division will review vendor activity once a year at the end of the fiscal year for vendors that have not had activity within the previous three years. This will occur in June each year, starting in June 2023, and will be completed by July 2023.

Detailed Observation – Moderate-Risk

Observation	Recommendations	Management Responses
<i>Continuation from Page 7</i> In FY2021-2022 through July 21, 2022, Finance did not have a formal policy requiring AP to review its Vendor Master File for inactivity and modify vendor status to “stop” to prevent inactive vendors from being used on requisitions, purchase orders, and invoices. Risk: • Maintaining vendors that have either never been used or have not had activity within an established period increases the City's risk for errors and fraud.	3. Document the results of the review.	

Appendix A - Background, Objectives, and Scope

Background

Tyler Technologies Munis is an Enterprise Resource Planning system that manages City functions, including Employee Self-Service, Financials, Human Resources/Payroll, Tyler Cashiering, and TCM. Within Munis Financials is the Vendor Master File, which is maintained by the AP and Procurement Divisions within the City's Finance Department. In addition to the AP and Procurement Divisions, a vendor can register and modify its record using Vendor Self-Service, which is an online application for such purposes. However, the City is discontinuing the use of the Vendor Self-Service application in October 2022.

The Vendor Master File contains information about the City's vendors, including name, address, contact information, and tax identification number. The Vendor Master File is used for vendor payment purposes. It is important to effectively maintain the file to avoid inappropriate activity and to prevent duplicate payments, errors, and unauthorized transactions. Because the Vendor Master File is used to process vendor payments, inaccurate, incomplete, or unauthorized vendor records could negatively impact vendor payments and may increase the City's risk of fraud or misuse.

Audit Objectives

To determine if adequate controls were in place over the Vendor Master File, the CAD evaluated if Finance:

- Complied with its vendor setup, modification, and maintenance policies and procedures.
- Had a system in place to review vendor activity and modify vendor status for inactive vendors in accordance with AP's informal policy.
- Used one-time vendors in accordance with its procedures.
- Appropriately restricted access to its Vendor Master File.
- Reviewed its vendors to ensure vendors were not on a federal list of individuals or entities to refrain from conducting business with.

Scope / Methodology

The audit focused on the Vendor Master File from July 1, 2021, to July 21, 2022. The CAD did not include Vendor Self-Service in its scope as the City is discontinuing the application in October 2022. The CAD used various methods to review the specific objectives in this audit. These methods included:

- Reviewing Finance's vendor-related policies and procedures.
- Reviewing AP's *Stop Vendor List*.
- Interviewing Finance and Information Technology (IT) staff.
- Reviewing a September 2022 user access report.
- Reviewing IT-generated reports—*Active Vendors Most Recent Check or Invoice*, *One Time Pay Vendors*, and *Workflow History by Date and Code*.
- Analyzing Munis vendor and employee data.
- Using CaseWare IDEA data analytical software.
- Reviewing the August 2022 Foreign Terrorist Organization, Bureau of Industry and Security Export Administration Regulations Entity, and Office of Foreign Assets Control lists.

Appendix B – Data Reliability and Risk Rating

Data Reliability

The data utilized for the work performed was either obtained from Munis, the City's financial system of record, or directly from Finance. Munis data reliability is materially verified annually via the audit of the Munis financial reports and the Annual Comprehensive Financial Report (ACFR) performed by the City's external auditor.

The CAD selected audit samples to provide sufficient evidence to support our findings and recommendations. Unless otherwise noted, the results of our testing using these samples were not intended to be projected to the entire population.

The CAD determined the data utilized is sufficiently reliable given its intended use.

Audit Observation Risk Rating

Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction:

- High – Represents an observation requiring immediate action by management to mitigate risks associated with the process being audited. High-risk observations should be implemented to mitigate current gaps in areas with a significant impact or high likelihood of loss or fraud related to City assets.
- Moderate – Represents an observation requiring timely action by management to mitigate risks associated with the process being audited. Moderate-risk observations should be implemented to strengthen or increase efficiency in the internal control framework and mitigate the potential risk of loss to City assets.
- Low – Represents an observation for consideration by management for correction or implementation associated with the process being audited. Low-risk observations should be implemented to improve the efficiency and effectiveness of operations.



Appendix C – Standards and Acknowledgements

Audit Standards

The audit was conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The scope of this audit included review and testing of the design, implementation, and operating effectiveness of key internal controls relevant to the audit's objectives. In accordance with GAGAS, the CAD verified the audit objectives and related controls identified address the 5 internal control components of the COSO framework. Though some control weaknesses were identified and are included in the Detailed Observations section of this report, none rose individually or cumulatively to the level of a Risk Division or Citywide internal control deficiency.

This project was not intended or designed to be a detailed study of every relevant procedure, regulation, system, or transaction related to the Vendor Master File. As such, the conclusion and recommendations contained in this report may not include all areas which may need improvement.

Acknowledgements

The CAD appreciates the time City staff contributed to this review. The City Auditor would like to take this opportunity to thank all City departments and individuals involved in the Vendor Master File Audit for their considerable cooperation and assistance.

We received input and assistance from the following:

- Finance Department, specifically the Accounting Manager and Accounts Payable Supervisor.
- Information Technology Department, specifically the Senior Application Analyst and Application Analyst.

Auditor: Angela Hanson, Internal Auditor

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S U R P R I S E

A R I Z O N A

Fire-Medical Protected Health Information Practices

Audit Report

May 1, 2023

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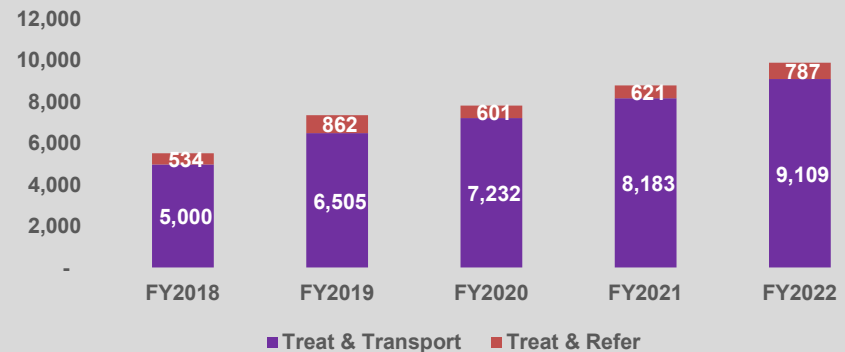
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Surprise Fire-Medical Department

Five-Year Transport Trend
by Fiscal Year*



Surprise Fire-Medical Department has experienced a 79% increase in total treatment, transport, and referral services from FY2018 to FY2022. As the number of patients serviced increases, so does the risk associated with protected health information (PHI.) Ensuring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) can reduce the potential for federal fines related to protecting PHI.

*Data Source: Surprise Fire-Medical Department. The City Auditor Department did not audit the chart data.

Executive Summary and Observations

Executive Summary

As part of the City Auditor Department's (CAD) FY2022-2023 Annual Audit Plan and at the request of the Audit Committee, in April 2023, the CAD conducted an audit of the Surprise Fire-Medical Protected Health Information Practices. The audit aimed to identify how patients' PHI (including medication lists) is collected, stored, shared, and protected from unauthorized access.

When a patient is transported to a medical facility, Surprise Fire-Medical Department (SFMD) personnel share electronic patient care records and any paper medication list provided for the patient with the transport receiving medical facility. For example, the receiving Registered Nurse for a patient transported to Banner Del Webb Medical Center (Banner) collects the medication list and either copies and gives it back to the patient (if requested) or keeps it and uploads the medication list into the patient's records. Banner's Pharmacy performs medication reconciliation for each patient. Medication can change frequently. To address patient safety concerns, a patient is requested to provide a new medication list, or Banner staff reviews the medications on file with every visit. SFMD staff has stated that any patient's medication list maintained by SFMD staff is destroyed when staff returns to the fire station.

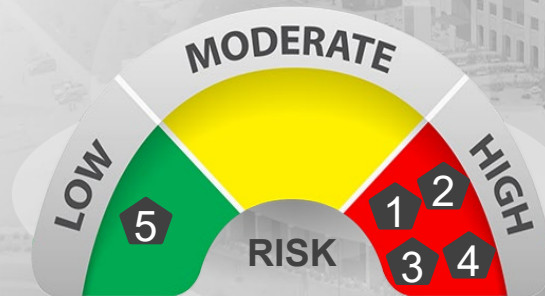
The SFMD has provided transport services through its paramedic ground ambulance program since November 2015. To protect the confidentiality, integrity, and security of treated patients' PHI, SFMD must comply with the HIPAA Security Rule Administrative Safeguards regulation and use appropriate administrative, physical, and technical safeguards to protect patients' PHI. To its credit, SFMD has formal and documented HIPAA security policies and procedures, which include federal and City HIPAA regulations and requirements. These policies and procedures are available to guide SFMD staff when collecting, storing, sharing, and protecting patients' PHI.

To maximize the efficient use of staff resources, CAD worked with the Information Technology Department (ITD) and SFMD staff to conduct the SFMD Annual HIPAA compliance audit in conjunction with CAD's audit. SFMD staff interviews and fire station audits identified noncompliance issues in collecting, storing, sharing, and protecting patient PHI; weak password controls; and third-party HIPAA Business Associate Agreements (BAAs) that had not been obtained as required by HIPAA before sharing PHI. The Detailed Observation section of this report provides recommendations to strengthen controls over patients' PHI and to reduce the City's and individual staff members' potential for HIPAA fines and penalties.

Observations

1. Appropriate administrative, physical, and technical safeguards should always be in place to ensure PHI's confidentiality, integrity, and security.
2. HIPAA BAAs should be in place before granting or receiving third-party access to PHI.
3. User password protocols should reduce the risk of unauthorized access to patient PHI.
4. ImageTrend ELITE (ImageTrend) user access should be reviewed at least annually and updated to limit access to patient PHI.
5. A report identifying the results and year-to-year ITD HIPAA compliance audit trends should be issued to the appropriate department head(s).

Observation Risk Rating



Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction. Refer to the rating definitions in Appendix B.

Detailed Observation – High-Risk

Observation	Recommendations	Management Responses
1 – Appropriate administrative, physical, and technical safeguards should always be in place to ensure PHI's confidentiality, integrity, and security. HIPAA regulations §164.530, §164.306, and §164.310, require entities to train staff with respect to PHI requirements and ensure the confidentiality and the protection of PHI against the potential of unauthorized access. The City's IT System Security General Controls 4.4 Physical Security requires areas with access to PHI to be limited by physical controls such as hardware, walls, locks, and doors. During April 24-27, 2023, CAD, in conjunction with the ITD and SFMD staff, conducted the SFMD Annual HIPAA Compliance Audit. CAD's participation in the audit was limited to SFMD's policies, procedures, and practices for collecting, storing, sharing, and protecting patients' PHI. Eight SFMD fire stations were audited, and at least one incident of noncompliance with HIPAA regulations related to PHI was identified at each fire station. Examples of HIPAA PHI violations observed included, but were not limited to: • Fire Station #305 - One occurrence of a patient's medical file with detailed medical photographs of the patient's injuries left on an office desk in the Battalion Chief's Office. • Fire Station #305 - One red envelope in an unlocked drawer in the Fire Fighters' Office containing approximately 12 patient information forms referencing health diagnoses and other PHI. SFMD staff confirmed that the forms were received from the hospital. • Fire Station #302 - Four electronic patient care records were left on an ImageTrend tablet, increasing the potential for unauthorized access to PHI. The ImageTrend tablet was located in a Fire Truck parked in the Fire Apparatus Bay of the Fire Station. During the audit, SFMD staff closed out the records and <i>Continue on Page 5</i>	SFMD should: A. Work with the ITD, Human Resources Department (HRD), and other applicable departments to correct all SFMD HIPAA violations identified in the audit. B. Develop, document, and implement a HIPAA compliance review program for each fire station. At a minimum, the program should: • Incorporate the use of the annual HIPAA checklists used by the ITD. • Occur at least six months before the ITD SFMD Annual HIPAA Compliance Audit. • Track and monitor all violations identified and share the results with the IT Security Manager for their preparation for the Annual HIPAA compliance audit. • Ensure that all SFMD staff participate in the	A. Concur. SFMD will work with ITD, HRD, and other applicable departments to address the observations identified in the audit. Estimated Completion Date: September 30, 2023. B. Concur. SFMD will work with ITD to establish a compliance review program for SFMD facilities. Estimated Completion Date: December 31, 2023.

Detailed Observation – High-Risk

Observation	Recommendations	Management Responses
<i>Continue from Page 4</i> transferred them to the ImageTrend cloud. SFMD staff could not provide an estimate or definitive time frame of the PHI's length on the tablet. • Fire Station #307 – Patient copy of Employees' Annual Physical/Medical Exam results was in an unlocked filing cabinet in the Fire Fighters' Office. • Fire Stations #303, #304, #306, and #308 - Computer monitors located in the Fire Fighters' Office without security screens faced office windows, increasing the potential for an unauthorized view of PHI. • Fire Station #301 - One occurrence of contractors being provided unescorted access to a SFMD fire station. An escort was provided for the contractors during the audit. • Fire Medical Administrative - One SFMD staff member with access to PHI had not participated in the required annual HIPAA and IT Security training as assigned in the Target Solutions Training System. • Fire station communication rooms were not secured. Several access points are available through housing components functioning as potential unlock access points to the communication rooms containing information technology connectors. Periodic review and documentation of HIPAA PHI practices are not conducted at each fire station independent of the ITD SFMD Annual HIPAA compliance audit. Risk: PHI violations can place the City at risk of potential civil and criminal penalties ranging from \$100 to \$50,000 per violation with an annual maximum of \$1.5 million. Individual City directors or staff members may also be criminally liable under HIPAA regulations.	required HIPAA and IT Security training.	

Detailed Observation – High-Risk

Observation	Recommendations	Management Responses
2 – HIPAA BAAs should be in place before granting or receiving third-party access to PHI. The HIPAA Privacy Rule provides guidance on when an entity may disclose and share PHI. The entity must obtain in writing satisfactory assurances from its business associate that the business associate will appropriately safeguard the PHI from misuse. The HIPAA Privacy Rule defines a business associate as a person or entity that performs functions or activities that involve the use or disclosure of PHI on behalf of or provides services to a covered entity (health plans, health care clearinghouses, and health care providers who electronically transmit PHI.) A business associate also is a subcontractor that creates, receives, maintains, or transmits PHI on behalf of another business associate. SFMD must share PHI with numerous business associates as part of the process of providing paramedic ground ambulance services to the public. CAD and the IT Security Manager requested a list of all SMFD business associates and a copy of their signed BAA. At the close of this audit on May 18, 2023, the requested information had not been provided. Through verbal communication with the SMFD Chief, it is the understanding of the CAD that BAAs are being completed. To understand the potential extent of the HIPAA PHI violation and the number of business associates accessing SFMD PHI, CAD reviewed an ImageTrend user log provided by the ITD. CAD could not validate the log's <i>Continue on Page 7</i>	SFMD should: A. Develop and maintain a comprehensive list of all HIPAA business associates and ensure a signed BAA is in place for each business associate. B. Work with the ITD to develop and document a process for managing HIPAA BAAs. The documented process should include, but not be limited to: - Assigning the responsibility for maintaining a complete comprehensive list of BAAs to a specific SFMD staff position who validates the information with user access privileges. - Maintaining a current and complete list of HIPAA Business Associates. - Sharing the comprehensive list and a copy of each BAA with the IT Security Manager when it is signed.	A. Concur. This recommendation has been completed. B. Concur. This recommendation has been completed.

Observation	Recommendations	Management Responses
<i>Continue from Page 6</i> accuracy or completeness for non-City employees. Seven ImageTrend users were identified that should have signed BAAs with the SMFD. The responsibility and process for managing business associates' access to City PHI have not been well-defined, documented, and coordinated with the IT Security Manager by SFMD staff. Risk: City staff may not be aware of all business associates accessing City PHI data, which can lead to HIPAA penalties, lawsuits, misuse of PHI, or other legal and reputational consequences.		

Detailed Observation – High-Risk

Observation	Recommendations	Management Responses
3 – User password protocols should reduce the risk of potential unauthorized access to patient PHI. <i>(Redactions were made in this observation to protect sensitive IT protocols.)</i> The City's IT System Security General Controls and the National Institute of Standards and Technology (NIST) provide guidance on best practices for user authentication and password security. A system security administrator establishes and enforces security measures over an organization's information system and network. A system administrator is responsible for system performance, design, and reliability. SFMD staff function as the ImageTrend system security and system administrators. This includes establishing and enforcing user authentication and password security controls to protect patients' PHI from unauthorized access and inappropriate use. Through observation and discussion with the ITD and SFMD staff, the following user authentication and password security controls were not in place for the SFMD ImageTrend system: • [REDACTED] • [REDACTED] • [REDACTED]	SFMD should: A. [REDACTED] B. Work with the ITD to transition the security administrative function for the ImageTrend system to ITD staff.	A. Concur. This recommendation has been completed. B. Concur. This recommendation has been completed.

Continue on Page 9

Detailed Observation – High-Risk

Observation	Recommendations	Management Responses
<i>Continue from Page 8</i> • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] Security is administrated by SFMD instead of ITD. SFMD functions as the system administrator (sets up and maintains ImageTrend) and the security administrator (assignment of ImageTrend users' access) with minimum involvement from the ITD. The ITD's limited involvement in the administration and security of ImageTrend has weakened the overall system security and protection of patients' PHI. Risk: User authentication and password controls that do not meet the minimum City IT System Security General Controls and NIST standards increase the potential for unauthorized access to patients' PHI and increase the potential for City HIPAA fines and penalties. Note: Information related to password protocol exceptions has been omitted in this report to protect the security of City systems.		

Detailed Observation – High-Risk

Observation	Recommendations	Management Responses
4 – ImageTrend user access should be periodically reviewed at least annually and updated to limit access to patient PHI. The City's IT System Security General Controls Version 2.0, Section 4.5.1- User Authentication, requires system access controls to ensure that only authorized persons use the system resources and information necessary to perform their job duties. Each user's access must be restricted to the least privileges required to perform job responsibilities. A review of the ImageTrend user access list generated on May 1, 2023, identified the following: • Nine City employees with terminated effective dates from July 28, 2017, to January 18, 2023. • Six external agencies/cities with access to the SFMD system application. • 28 ImageTrend users with "Administrator" referenced as part of their user group name. • Five users assigned to the "Surprise City Manager Office User" group, of which one is terminated and two no longer directly report to the City Manager's Office. • Four external users assigned to the "AMB Billing Group." • Three generic users. Based on the usernames, the users appear to be related to support and administrative roles. Through verbal discussion with staff, the above users appeared to have, at a minimum, view access to patient PHI as of May 1, 2023. System access controls are not being monitored and updated regularly to limit access to SFMD PHI. <i>Continue on Page 11</i>	SFMD should: A. Work with the ITD to review and deactivate ImageTrend users who do not require access to patient PHI to perform their job responsibilities. B. Work with the ITD to develop a process to review ImageTrend user access at least annually and when a user leaves the City to eliminate unnecessary access to patient PHI.	A. Concur. This recommendation is underway and will be complete as soon as the ImageTrend contract is amended to include the single sign-on capability. Estimated Completion Date: August 18, 2023. B. Concur. This recommendation is underway and will be complete as soon as the ImageTrend contract is amended to include the single sign-on capability. Estimated Completion Date: August 18, 2023.

Detailed Observation – High-Risk

Observation	Recommendations	Management Responses
<i>Continued from Page 10</i> Risk: Unauthorized access and the potential misuse of PHI increases the potential of City HIPAA fines.		

Detailed Observation – Low-Risk

Observation	Recommendations	Management Responses
5 – A report identifying the results and year-to-year ITD HIPAA compliance audit trends should be issued to the appropriate department head(s). HIPAA Administrative Safeguard Standard 164.308(a)(1) requires entities to “Implement policies and procedures to prevent, detect, contain and correct security violations.” Annually, the ITD works with an external vendor via web-based checklists and WebEx meetings to conduct annual HIPAA compliance audits. The ITD does not provide impacted departments with a report identifying the annual HIPAA compliance audit results and year-to-year HIPAA compliance trend analysis. The predefined HIPAA checklists do not require the ITD to generate department reports or to track and monitor compliance audit results for trends year-to-year. Risk: Failure to track and monitor annual HIPAA compliance audit results might lead to noncompliance issues being deprioritized as time elapses and new priorities emerge.	ITD should: A. Implement a process for monitoring and tracking annual HIPAA compliance audit result trends year-to-year and provide a written report to the appropriate department head. B. Update ITD policies and procedures to include tracking and monitoring annual HIPAA compliance audit result trends year-to-year.	A. Concur. The HIPAA Steering Committee has been established to ensure compliance with HIPAA regulations and to protect the privacy and security of PHI. Members include the HIPAA Security Officers, HIPAA Privacy Officers, Risk Manager, and Assistant City Attorney. This committee will establish and ensure regulatory compliance, risk management, policy development and implementation, and ongoing monitoring and auditing. Meetings will be held quarterly. Currently, audits are completed annually, and all findings are documented in “The Guard” software provided by the City’s compliance vendor for the previous seven years. During the quarterly steering committee meetings, all findings will be tracked and reviewed, and trends will be discussed. Human Resources and Fire Medical Privacy Officers have been granted access to this software to review the status of these findings. B. Concur. The IT Security Controls Policy has been annotated to reflect the addition of the steering committee and will be submitted for Legal review. Estimated Completion Date: September 1, 2023.

Appendix A - Background, Objective, and Scope

Background

Since November 2015, the SFMD has provided residents and visitors of Surprise, Arizona, with advanced life support (ALS) ground ambulance transport services. Daily, the SFMD staffs nine engine companies, one ladder company, and five ambulances, all provide ALS services. ALS ambulances are strategically located throughout the City. Typically, SFMD engine companies and ladder companies provide initial ALS patient care, with SFMD ambulances providing ALS ground transportation to local medical facilities.

The SFMD is a member of the Phoenix Regional Automatic Aid Dispatch system, which dispatches for 29 jurisdictions within the greater Phoenix Metro area. Regardless of jurisdiction, the closest, most appropriate unit will be dispatched to emergency calls for service. In 2017, the SFMD transitioned to the ImageTrend records management system. ImageTrend is a cloud-based system that provides different modules for managing fire departments. The SFMD utilizes ImageTrend for electronic patient care reporting (ePCR), creating fire incident records that comply with the national fire incident reporting system, documenting training records, and tracking locations, occupancies, and inspections for fire prevention.

SFMD personnel use City tablets assigned to each fire apparatus during patient encounters. During a call for service, an ePCR is generated to memorialize the encounter. PHI is collected and temporarily resides on the tablet. Completed ePCRs are transmitted to ImageTrend (cloud) by posting the incident from the tablet. PHI obtained by the SFMD is protected by the HIPAA of 1996, the State of Arizona, the City's IT Security General Controls, the City Human Resources Employee Policy Manual, the City HIPAA Privacy Policy, and the SFMD Administrative Regulations.

Audit Objective

The objective of the audit was to:

- Determine how SFMD collects, stores, shares, and protects patients' protected PHI.

This audit did not comprehensively review regulatory requirements for collecting, storing, sharing, and protecting protected PHI and is not intended to conclude that the City complies with all applicable regulations.

Scope / Methodology

The audit scope included SFMD HIPAA patient PHI practices, and related federal laws, regulations, and City policies and procedures effective from April 10, 2023, to April 13, 2023. Audit procedures included:

- Audit of eight SFMD fire stations to observe practices in place for collecting, storing, sharing, and protecting patient PHI.
- Interviews, discussions, and communications with SFMD and ITD staff, and Banner's Pre-Hospital Specialist.
- Review of ImageTrend user access and password controls.

Appendix B – Data Reliability and Risk Rating

Data Reliability

The terminated and current City employee lists used for the tests performed in this audit were obtained directly from Munis by CAD. Munis is the City's financial system of record. Munis data reliability is materially verified annually via the audit of the Munis financial reports and the Annual Comprehensive Financial Report (ACFR) performed by the City's external auditor.

CAD assessed the reliability of ImageTrend user access data by interviewing personnel and performing data comparisons against Munis Human Resources data. We determined that the data were sufficiently reliable to identify the opportunities for improvement that are referenced in the report. Without a complete list of business associates and completed BAAs, CAD could not rely on the data for completeness tests associated with user access.

Audit Observation Risk Rating



Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction:

- High – Represents an observation requiring immediate action by management to mitigate risks associated with the process being audited. High-risk observations should be implemented to mitigate current gaps in areas with a significant impact or high likelihood of loss or fraud related to City assets.
- Moderate – Represents an observation requiring timely action by management to mitigate risks associated with the process being audited. Moderate risk observations should be implemented to strengthen or increase efficiency in the internal control framework and mitigate the potential risk of loss to City assets.
- Low – Represents an observation for consideration by management for correction or implementation associated the process being audited. Low-risk observations should be implemented to improve efficiency and effectiveness of operations.

Appendix C – Standards and Acknowledgements

Audit Standards

The audit was conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The scope of this audit included review and testing of the design, implementation, and operating effectiveness of key internal controls relevant to the audit's objectives. In accordance with GAGAS, CAD verified that the audit objectives and related controls identified address all 17 principles of the COSO framework. Though some control weaknesses were identified and included in this report's Detailed Observations section, none rose individually or cumulatively to the level of a Division or City-wide internal control deficiency.

This project was not intended or designed to be a detailed study of every relevant procedure, regulation, system, or transaction. As such, the conclusion and recommendations contained in this report may not include all areas which may need improvement.

Acknowledgements

CAD appreciates the time City staff contributed to this review. CAD would like to take this opportunity to thank all of the departments and individuals involved in the Surprise Fire-Medical Patient Data Processing Audit for their considerable cooperation.

We received input and assistance from the following:

- Surprise Fire-Medical Department
- Information Technology Department

Auditor: Carol Holley, City Auditor

Surprise Internal Audit

Vision

The development of people, systems, and processes that delivers innovative and effective auditing services to the City of Surprise.

Mission

To provide independent, objective, accurate, and timely auditing services that are designed to improve operations, cultivate transparency, and accountability.

For more information or to contact the City Auditor Department: [City Auditor | Surprise, AZ - Official Website \(surpriseaz.gov\)](http://CityAuditor|Surprise,AZ-OfficialWebsite(surpriseaz.gov))



S U R P R I S E

A R I Z O N A

Accounts Payable Audit Report

To determine whether procedures and processes are in compliance with City policies, procedures, municipal code, and laws and regulations.

March 23, 2023

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Executive Summary

As part of the City Auditor Department's (CAD) FY2022-2023 Annual Audit Plan, an audit of Accounts Payable (AP) for July 1, 2021, through August 31, 2022, was performed. The purpose of the audit was to determine whether procedures and processes comply with City policies, procedures, municipal code, and laws and regulations. Previously, in April 2019, the CAD analyzed AP transactions and made recommendations to improve internal controls over duplicate payments and access to personally identifiable information (PII) recorded on AP invoices in our *Accounts Payable Continuous Review Program* audit report. Additionally, in September 2021, we reviewed AP transactions and made recommendations to strengthen monitoring and PII controls in our *Accounts Payable Trends and Analysis* audit report. The AP audit report does not include procurement card (P-Card) data, as it was previously reviewed in our August 2022 *Continuous Auditing: Citywide Procurement Cards* audit report.

As part of the AP audit, we judgmentally sampled six departments based on factors like total invoice payments, invoice counts, average payment amount, and department size. Overall, we found that access to the AP module in Munis was appropriately restricted and that duties were appropriately segregated across the AP process for the sampled departments. Additionally, most or 99 percent of the City's invoices were paid within 30 days of invoice entry. Further, we did not identify any potential duplicate payments. We did not evaluate if the City maximized available vendor discounts because this data was not maintained in the vendor master file and would require substantial manual review. We also found that Finance did not require evidence documenting the receipt of goods and/or services in Munis

unless the invoice was entered near year-end, and of the six departments sampled, five did not maintain sufficient receiving documentation in accordance with the Arizona State Library, Archives, and Public Records rules. Further, Finance did not require documented evidence that invoices submitted by departments for payment were okay-to-pay, and two of the six departments in the sample did not have documented evidence of the employee authorizing the okay-to-pay before entry in Munis for some of the invoices in our review.

As a result, this report makes recommendations to update Finance's policies to require sufficient supporting documentation for invoices submitted to Finance for payment and to implement this policy Citywide.

Refer to Appendix A for more information about AP.

AP has areas of achievement and an opportunity for improvement

- ✓ Access in Munis
- ✓ Segregation of duties
- ✓ Timely payments
- ✓ No identified duplicate payments
- ? Discounts
- ✗ Supporting documentation



Area of achievement



Area not evaluated

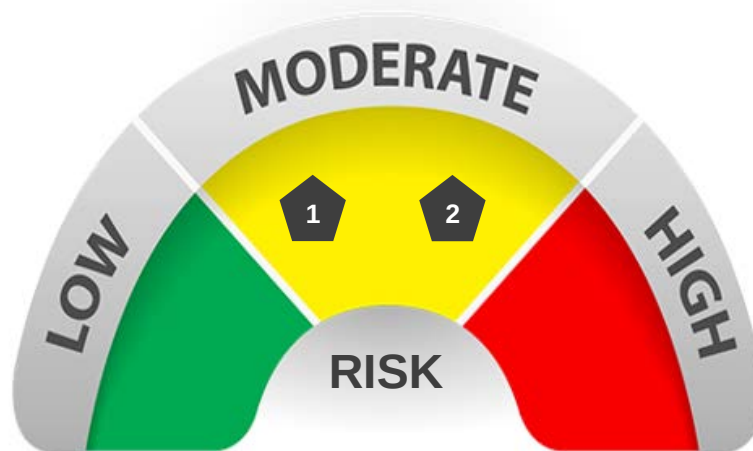


Area for improvement

Observations Summary and Risk Rating

Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction. Refer to the rating definitions in Appendix B.

1. Finance did not consistently require receiving documentation with invoices submitted for payment.
2. Finance did not require documented evidence of the employee authorizing the okay-to-pay before entry in Munis.



Detailed Observations

1 & 2 – Finance did not consistently require receiving documentation and documented evidence that invoices were okay-to-pay before entry in Munis.

According to the City's *Accounts Payable Guidelines* (Guidelines), Finance's AP Division is responsible for ensuring that the City's vendors are properly and timely paid for services and goods rendered to the City. To do so, the Guidelines require departments to enter and approve vendor invoices in Munis. As part of this process, departments must verify the accuracy of invoices and confirm that the goods and/or services are received before entry into Munis. Additionally, the Arizona State Library, Archives, and Public Records rules require public bodies to retain financial records, including purchase orders, receiving documents, invoices, and receipts for a period of three years.¹

Although departments upload invoices into Munis to initiate the invoice approvals workflow, departments are not required to document the employee authorizing the okay-to-pay before entry in Munis and are not generally required to upload receiving documentation to support that the invoiced good and/or service was received, except close to the year-end. For invoices entered close to the year-end, AP requires the inclusion of receiving documentation in Munis to substantiate the fiscal year in which goods and/or services were received. However, according to AP, it does not require receiving documentation except for the year-end period.

Although the departments in our sample informed us that they verify that goods and/or services are received prior to entry in Munis and that invoices were okayed by department staff for payment before entry in Munis, not all could provide evidence that it had done so. Specifically, we reviewed

Figure 1

For the 30 invoices in our review, most departments did not maintain receiving documentation, and one-third did not maintain okay-to-pay authorization
Fiscal year 2021-2022 to August 31, 2022



Source: City Auditor Department staff analysis of Munis' Tyler Content Manager data and department-provided documentation from fiscal year 2021-2022 to August 31, 2022.

30 invoices entered in Munis between July 1, 2021, and August 31, 2022, that span six departments and found that 18 or 60 percent of the invoices in five departments did not have receiving documentation in Munis, nor could the department produce evidence of receipt. Further, seven or 23 percent of the invoices in two departments did not have documented

¹ A.R.S. §41-151.12 grants the Arizona State Library, Archives, and Public Records the authority to set records retention periods. Further, A.R.S. §41-151.14 requires cities to comply with the rules, standards, and procedures adopted by the Arizona State Library, Archives, and Public Records. Arizona State Library, Archives, and Public Records Schedule Number GS-1017 Rev. 1, Record Series Number 10057 directs public bodies to retain financial records, including purchase orders, receiving documents, invoices, and receipts for a period of three years.

evidence of the employee authorizing the okay-to-pay before entry in Munis. According to some departments, this was because verification was provided verbally or because it was provided by email that could not be retrieved.

Maintaining evidence for the receipt of goods and/or services is important for several reasons. First, receiving documentation provides evidence that goods and/or services were received. Secondly, receiving documentation can support that an invoice is legitimate and for an actual expense. Lastly, the City has a statutory responsibility to maintain records in accordance with the Arizona State Library, Archives, and Public Records rules, which requires public bodies to retain financial records, including accounts payable receiving documentation for a period of three years. Additionally, documenting that invoices are okay-to-pay before entry in Munis is important because the recipient of goods and/or services may not always be part of the Munis invoice approvals workflow. Further, the recipient's approval substantiates that an invoice is complete and ready for entry in Munis for payment.

Without proper documentation, the City increases its risk of paying for goods and/or services that are never received and for paying fictitious invoices. Additionally, the City increases its risk that it may not be compliant with the State's records retention policies.

Recommendations

The Finance Department should:

1. Require sufficient supporting documentation, like receiving evidence and documented evidence that invoices are okay-to-pay, with all invoices that are submitted to Finance for payment.

Management Response: Management partially concurs with the audit recommendation.

- Recommendation Completion Date: 8/31/2023

Finance will require departments to include evidence that goods and/or services were received if the department receives evidence of receipt. Department authorization for paying invoices is already received when an invoice is processed through Munis workflow.

2. Update its Guidelines to require that departments include sufficient supporting documentation, including documented evidence that goods and/or services were received, and invoices are okay-to-pay, with all invoices that are submitted for payment. Minimally, the Guidelines should include guidance on what documentation is sufficient support for the receipt of goods and/or services and how departments should document the person authorizing the okay-to-pay before entry in Munis.

Management Response: Management partially concurs with the audit recommendation.

- Recommendation Completion Date: 8/31/2023

Finance will update Guidelines to require departments to include evidence that goods and/or services were received if the department receives evidence of receipt. Department authorization for paying invoices is already received when an invoice is processed through Munis workflow.

Appendix A

Background

As part of normal City operations, the City purchases goods and services from vendors. The money owed to vendors from these purchases is considered accounts payable, and the process for paying these vendors is referred to as the AP process. The City's AP process is decentralized meaning that the Finance Department's AP Division does not control the process from start to finish. Rather, the City's departments, in addition to Finance's AP Division, play integral roles in the AP process.

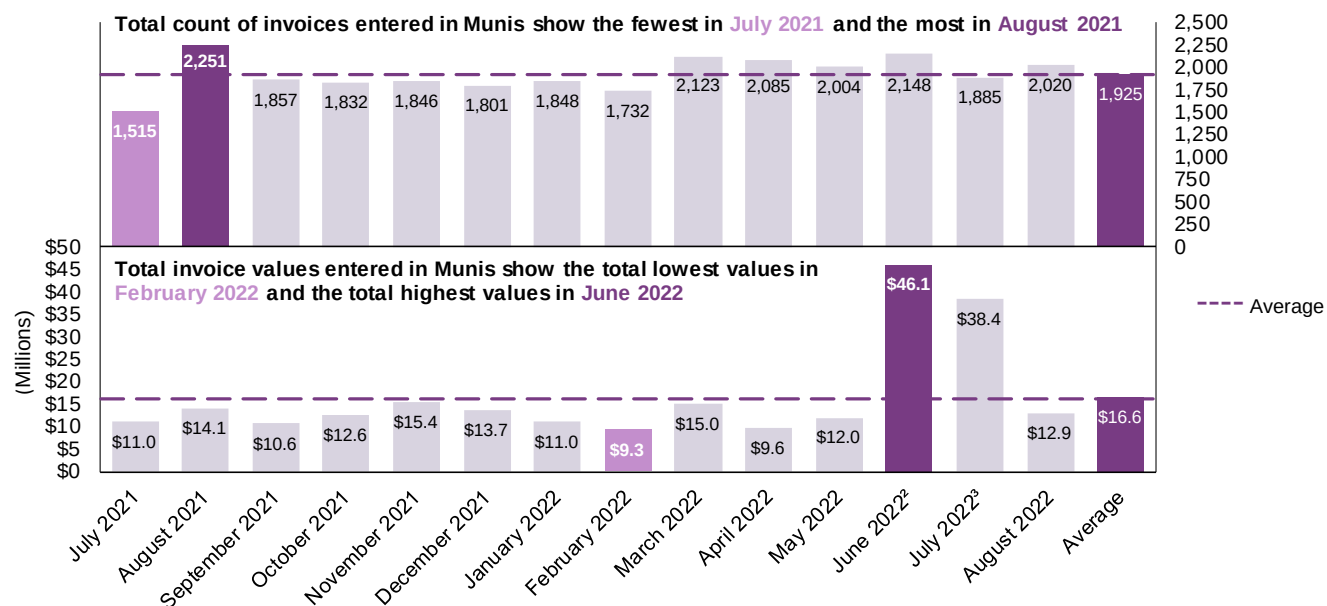
Departments are responsible for entering and approving vendors' invoices in Munis, the City's Enterprise Resource Planning system that manages City functions, including Financials. Finance's Guidelines direct departments to verify the accuracy of invoices and confirm that goods and/or services are received before entry into Munis. This is achieved through Munis workflow procedures. After departments have completed their workflow process, invoices are routed in Munis to Finance's AP Specialists for review and approval and lastly to Finance's Assistant Director for final review and approval.

A well-designed process can reduce the City's risk of errors, fraud, or misuse.

The CAD analyzed invoices entered in Munis from July 1, 2021, to August 31, 2022. Figures 2, 3, 4, and 5 detail spending for invoices entered during this period.

Figure 2

Monthly invoice values and invoice counts based on invoice entry date¹
Fiscal year 2021-2022 to August 31, 2022



¹ Monthly invoice values and counts do not include P-Card activity. See our August 16, 2022, *Continuous Auditing: Citywide Procurement Cards* audit report for additional information about the City's P-Cards.

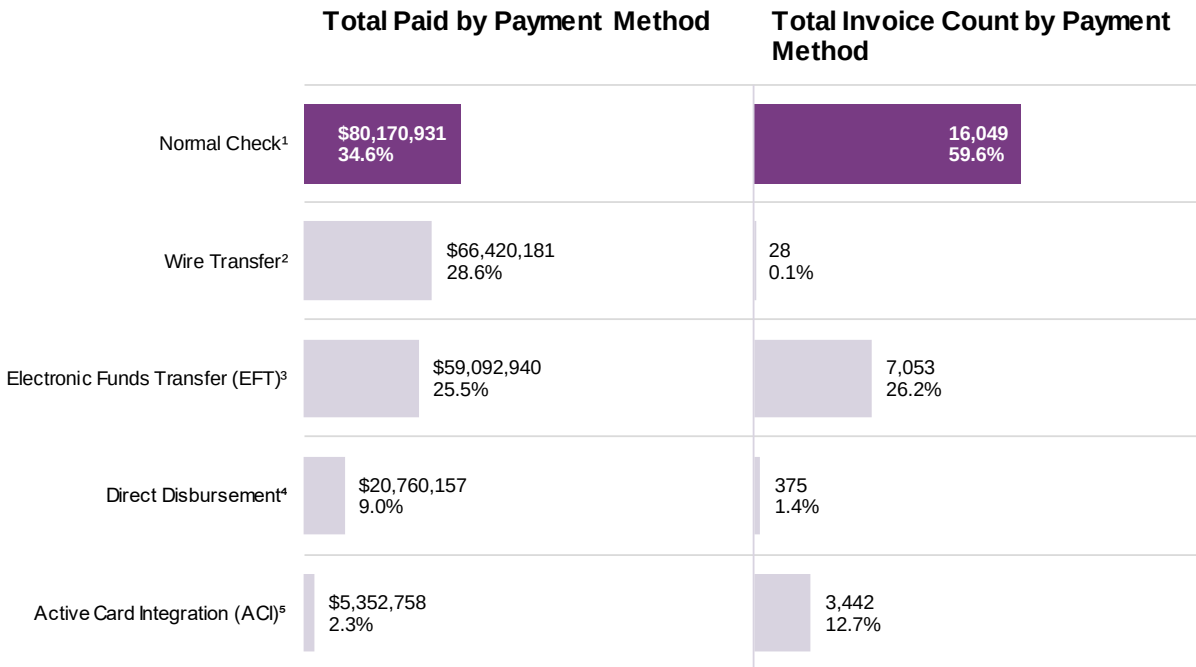
² June 2022 total invoice values include a \$30 million invoice for the City's local government investment pool.

³ Four invoices account for \$26.4 million of total invoice values in July 2022. These include a \$12.5 debt service invoice, two invoices for the Public Safety Personnel Retirement System totaling \$10.6 million, and a \$3.3 million invoice for a property purchase.

Source: City Auditor Department staff analysis of Munis *Invoice Tracking Report* data from fiscal year 2021-2022 to August 31, 2022.

Figure 3

Normal checks were the most frequent payment method, both in total paid and in total invoice count based on invoice entry date
Fiscal year 2021-2022 to August 31, 2022

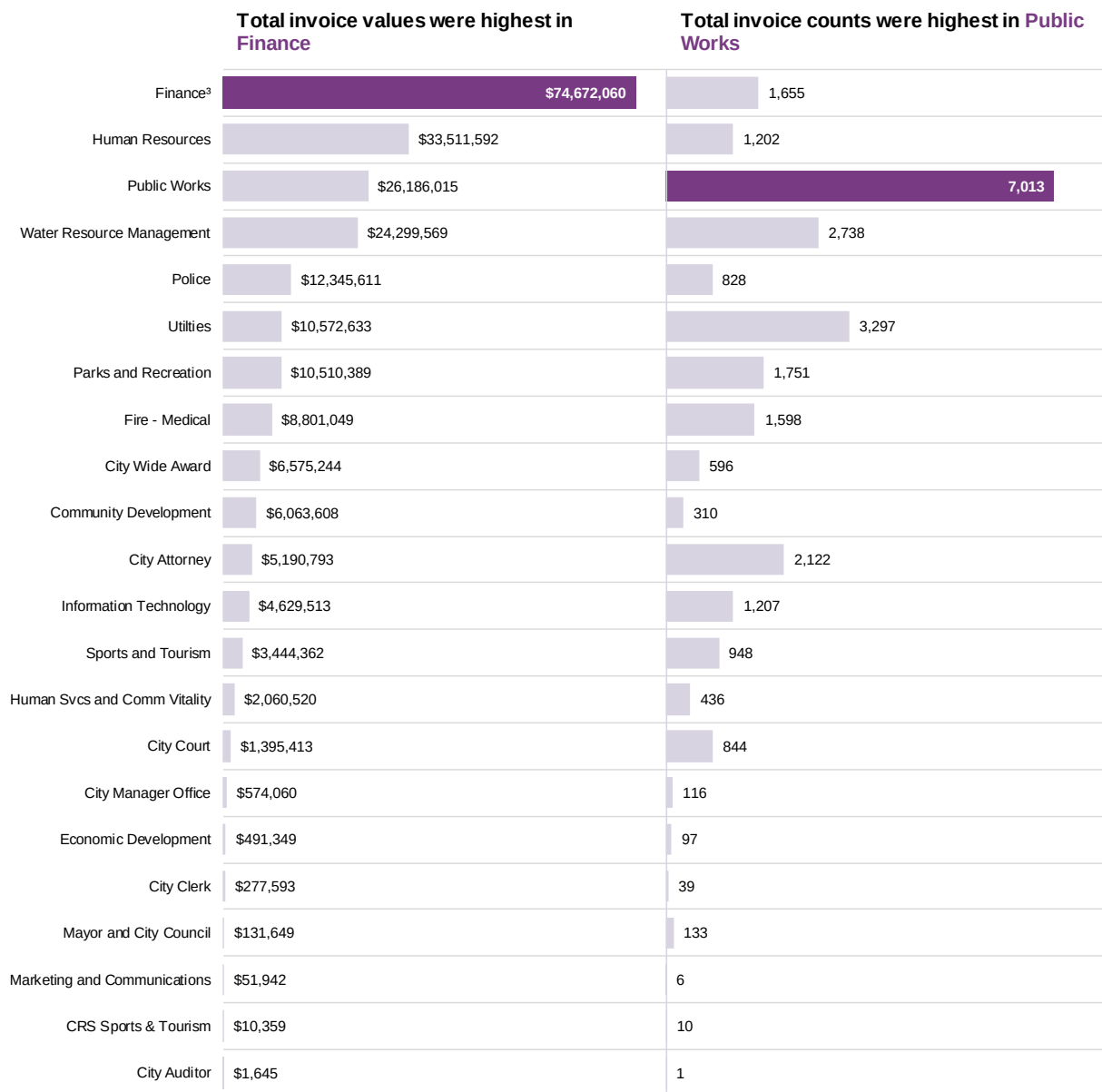


- ¹ Normal checks are tangible, paper checks that indicate the amount of money to be withdrawn from a designated bank account.
- ² Wire transfers are a form of electronic payment that sends money from one bank account to another.
- ³ EFTs are electronic interbank transactions in which money is moved from one account to another.
- ⁴ Direct disbursements are electronic check payments made from a City bank account.
- ⁵ ACI is an electronic payment method in which a virtual credit card is issued to the payee.

Source: City Auditor Department staff analysis of Munis *Invoice Tracking Report* data from fiscal year 2021-2022 to August 31, 2022.

Figure 4

Department total invoice values and invoice counts based on invoice entry date¹
Fiscal year 2021-2022 to August 31, 2022



¹ Department invoice values and counts do not include P-Card activity. See our August 16, 2022, *Continuous Auditing: Citywide Procurement Cards* audit report for additional information about the City's P-Cards.

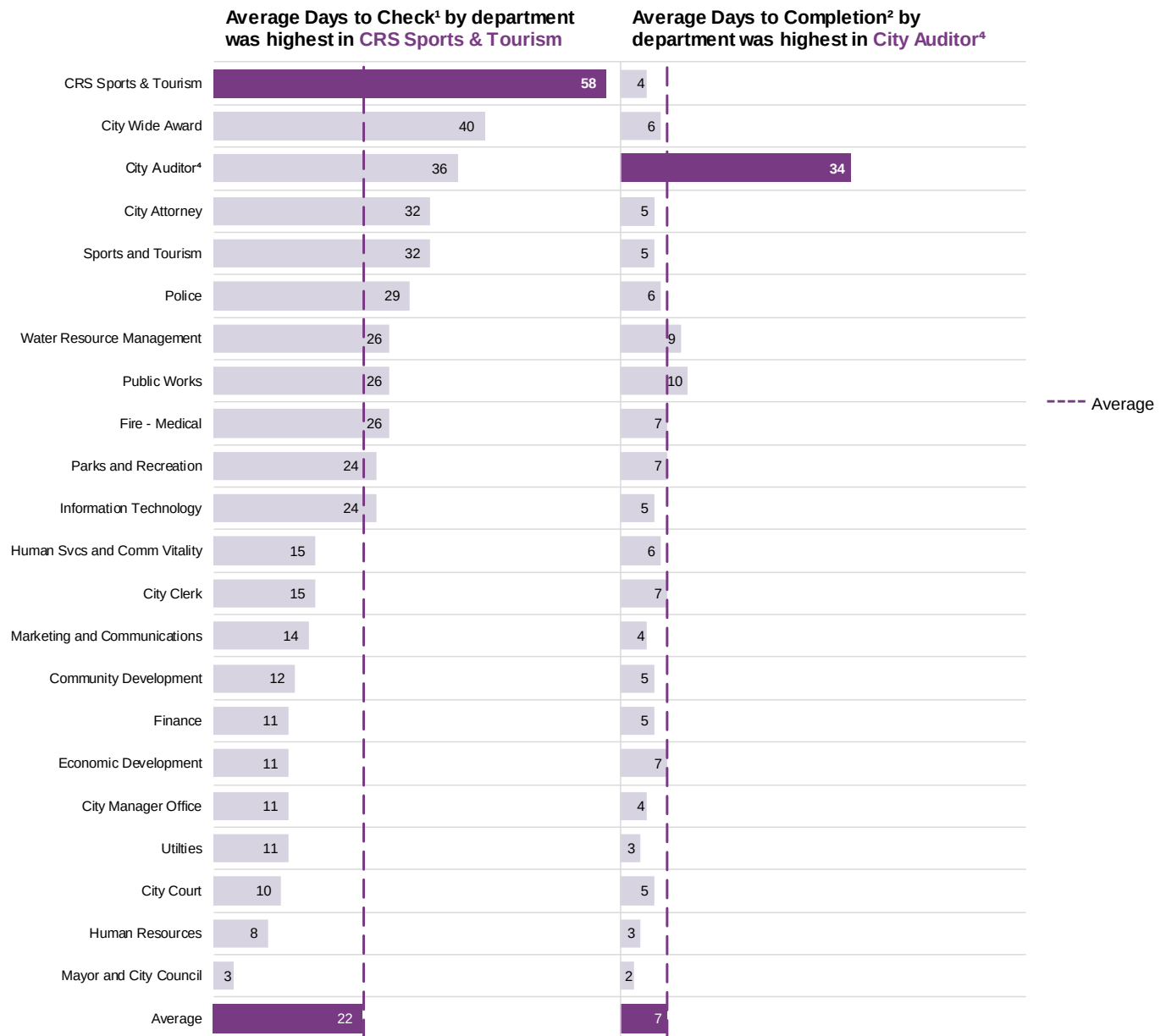
² No invoice activity was reported for the following departments: General Operations, Payments Received by IVRUSER, Revenue General Billing, Utility Billing WO Department. Therefore, these departments were excluded from Figure 4.

³ Finance's *Total invoice values by department* figure includes two invoices totaling \$42.5 million for debt service and the City's local government investment pool.

Source: City Auditor Department staff analysis of Munis *Invoice Tracking Report* data from fiscal year 2021-2022 to August 31, 2022.

Figure 5

Average Days to Check¹ and Days to Completion² by department
Fiscal year 2021-2022 to August 31, 2022



¹ *Days to Check* is the difference between the check date and invoice date.

² *Days to Completion* is the difference between the check date and invoice entry date.

³ Department invoice payments and counts do not include P-Card activity. See our August 16, 2022, *Continuous Auditing: Citywide Procurement Cards* audit report for additional information about the City's P-Cards.

⁴ City Auditor *Average Days to Check* and *Average Days to Completion* values are based on one invoice as seen in Figure 4.

⁵ No invoice activity was reported for the following departments: General Operations, Payments Received by IVRUSER, Revenue General Billing, Utility Billing WO Department. Therefore, these departments were excluded from Figure 5.

Source: City Auditor Department staff analysis of Munis *Invoice Tracking Report* data from fiscal year 2021-2022 to August 31, 2022.

Objectives, Scope, and Methodology

We conducted a performance audit of AP pursuant to [Ordinance No. 2016-26](#), which grants the City's internal audit program authority to conduct City internal audits. This audit focused on AP from July 1, 2021, to August 31, 2022, and evaluated whether procedures and processes were compliant with City policies, procedures, municipal code, and laws and regulations.

Specifically, the CAD evaluated whether:

- City departments' access was appropriately restricted within the AP module.
- Finance paid for goods and/or services without evidence that the goods and/or services were received by the City.
- City departments appropriately segregated duties across the accounts payable process.
- Finance overpaid² its vendors.
- Finance paid its vendors timely.
- Finance maintained sufficient documentation in accordance with its Guidelines and the Arizona State Library, Archives, and Public Records rules.

The CAD used various methods to review the specific objectives of this audit. These methods included:

- Reviewing applicable City policies, municipal code, laws, and regulations.
- Sampling, judgmentally, six City departments based on factors like total invoice payments, invoice counts, average payment amount, and department size.
- Interviewing Finance staff and staff from six sampled departments involved in the AP process.
- Interviewing Information Technology (IT) staff regarding AP access.
- Reviewing an October 2022 system-generated *Invoice Tracking Report*.
- Reviewing November 2022 access reports and a January 2023 access report.
- Reviewing detailed accounts payable documentation for 30 expenditures entered in Munis between July 1, 2021, and August 31, 2022.
- Reviewing internal controls related to accounts payable.
- Analyzing AP data.
- Using CaseWare IDEA data analytical software.

² In the context of this audit, an overpayment is a payment of more than what is due. Therefore, we considered duplicate payments, payments more than the invoice amount, and discounts not maximized as overpayments.

Appendix B

Data Reliability

The data utilized for the work performed was either obtained from Munis, the City's financial system of record, or directly from Finance. Munis data reliability is materially verified annually via the audit of the Munis financial reports and the Annual Comprehensive Financial Report (ACFR) performed by the City's external auditor.

The CAD selected audit samples to provide sufficient evidence to support our findings and recommendations. Unless otherwise noted, the results of our testing using these samples were not intended to be projected to the entire population.

The CAD determined the data utilized is sufficiently reliable given its intended use.

Audit Observation Risk Rating

Audit observations have been assigned a qualitative assessment of high, moderate, or low priority based on the need for action or correction:



- High – Represents an observation requiring immediate action by management to mitigate risks associated with the process being audited. High-risk observations should be implemented to mitigate current gaps in areas with a significant impact or high likelihood of loss or fraud related to City assets.
- Moderate – Represents an observation requiring timely action by management to mitigate risks associated with the process being audited. Moderate-risk observations should be implemented to strengthen or increase efficiency in the internal control framework and mitigate the potential risk of loss to City assets.
- Low – Represents an observation for consideration by management for correction or implementation associated with the process being audited. Low-risk observations should be implemented to improve the efficiency and effectiveness of operations.

Appendix C

Audit Standards

The audit was conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The scope of this audit included review and testing of the design, implementation, and operating effectiveness of key internal controls relevant to the audit's objectives. In accordance with GAGAS, the CAD verified the audit objectives and related controls identified address the five internal control components of the COSO framework. Some control weaknesses were identified and are included in the Detailed Observations section of this report that rose to the level of a Citywide internal control deficiency.

This project was not intended or designed to be a detailed study of every relevant procedure, regulation, system, or transaction related to Accounts Payable. As such, the conclusion and recommendations contained in this report may not include all areas which may need improvement.

Acknowledgments

The CAD appreciates the time City staff contributed to this review. The City Auditor would like to take this opportunity to thank the City departments and individuals involved in the Accounts Payable audit for their considerable cooperation and assistance, including the:

- City Attorney Department,
- Finance Department,
- Fire – Medical Department,
- Human Services and Community Vitality Department,
- Information Technology Department,
- Parks and Recreation Department,
- Police Department, and
- Public Works Department.

Surprise City Auditor Department

- **Vision**—The development of people, systems, and processes that delivers innovative and effective auditing services to the City of Surprise.
- **Mission**—To provide independent, objective, accurate, and timely auditing services that are designed to improve operations, cultivate transparency, and accountability.

For more information or to contact the City Auditor Department: <https://surpriseaz.gov/166/City-Auditor>.



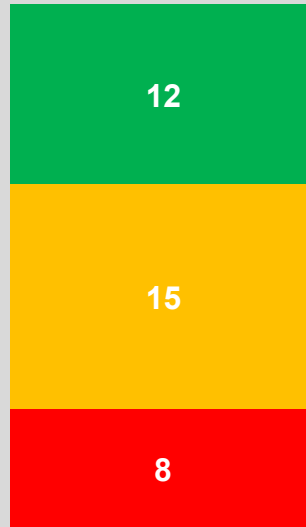
City Auditor Department

November 21, 2023
6:00 PM

SUMMARY OF AUDIT REPORTS DISTRIBUTED

MARCH 2023 TO SEPTEMBER 2023

Audit Recommendations Issued



■ High

■ Moderate

■ Low

- 5 Audit Reports
- 35 Audit Recommendations
- 4 Primary City Departments Impacted
 - ✓ Finance
 - ✓ Fire-Medical
 - ✓ Human Resources
 - ✓ Information Technology



SUMMARY HIGHLIGHTS OF AUDIT RECOMMENDATIONS

- **Governance –**

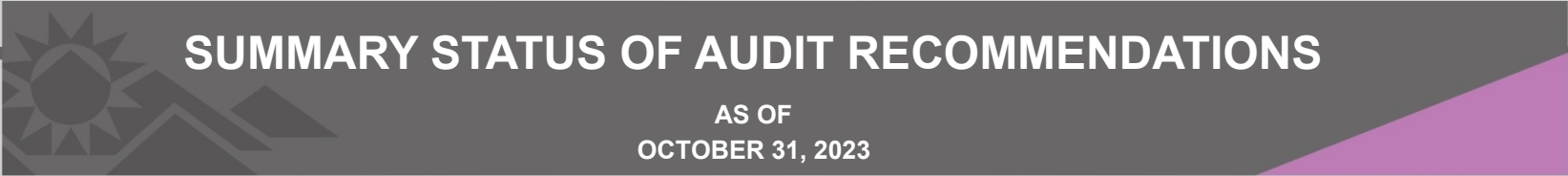
- **Impact Category Definition** - Policies and procedures provide guidance for daily operational decision-making that supports management's initiatives to accomplish goals.
- **Summary of Audit Recommendations** – The City Auditor Department supported management's initiatives by identifying gaps, conflicting or confusing verbiage, and lack of documentation in policies and procedures that required updating.

- **Compliance –**

- **Impact Category Definition** - Complying with laws, regulations, and City policies and procedures.
- **Summary of Audit Recommendations** - Audit recommendations identified instances of noncompliance in such areas as retaining federally required Form W-9 documents for vendors, implementing City policy to detect and resolve duplicate vendor records, and following federal regulations and City policies to limit access to confidential and personally identifiable information.

- **Monitoring –**

- **Impact Category Definition** - As part of the internal control system, management evaluates processes to ensure internal controls continue to operate effectively and achieve objectives.
- **Summary of Audit Recommendations** - Audit procedures identified the need for additional management monitoring to ensure that staff completes required citywide training such as IT Security Awareness and Secondary Employment.



SUMMARY STATUS OF AUDIT RECOMMENDATIONS

AS OF
OCTOBER 31, 2023

- 34 out of 35 (97%) - Departments Concurred and Implemented Recommendations
- 1 out of 35 (3%) - Non-concurrence
 - ✓ Non-concurrence related to annually requesting any policy updates from city departments. Human Resources believed the employee policy manual adequately provided guidance on the matter.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 21, 2023
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No	Regular: Yes	Public Hearing: No	Report/Discussion: No
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Agenda Wording:

Consideration and action to update the City Council Strategic Plan.

Motion:

I move to approve the updated Council Strategic Plan.

Background:

The City Council Strategic Plan was first adopted by the City Council in February 2011. During the February 21, 2023 work session, staff provided an overview of the recommended updates to the City Council Strategic Plan.

On June 6, 2023 staff introduced the revised draft plan. The City Council expressed an interest in revisiting the entirety of the City Council Strategic Plan. In the time since the June 6, 2023 council meeting staff has met with all councilmembers individually to gain insight into additional items of council interest as well as internally with department directors, their designees and city management.

On October 17, 2023 at the City Council Work Session. The Council expressed an interest in modifying the draft to include additional items related to citizen engagement and beautification efforts along major transportation coordinators such as Grand Avenue.

Objective Analysis:

This item has been placed on the agenda for review and approval of the recommended modifications to the City Council Strategic Plan.

Policy Compliant:

This item is compliant with City Council policies and the City of Surprise Municipal Code.

Financial Impact:

There is no financial impact associated with this item.

Budget Impact:

There is no budget impact associated with this item.

FTE Impact:

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

ATTACHMENTS:

1. 01 Draft City Council Strategic Plan Strategies and Goals Update Track Changes 102323
 2. 02 Draft City Council Strategic Plan Strategies and Goals Update Clean 110623
 3. 03 City Council Strategic Plan Update Presentation 112123
-

RED HIGHLIGHTED TEXT = Draft Changes June 6, 2023
BLUE UNDERLINED TEXT = DRAFT Additions
BLUE STRIKE TEXT = DRAFT Subtractions
GREEN UNDERLINED TEXT = Draft Changes October 17, 2023

Introduction

City Council Strategic Plan provides a framework for establishing community priorities and focuses resources in achieving shared goals and outcomes that make Surprise a sustainable vibrant place for residents, businesses, and visitors - today and in the future.

~~Following visioning sessions and other public engagement opportunities, the Surprise City Council first adopted the Strategic Plan in 2011.~~

Surprise's City Council Strategic Plan uses the city's vision and the five City Council strategic priorities described below as its roadmap for action. The City Council has adopted city-wide goals to advance each area by fiscal year 2025. To stay current with changing dynamics over time, Council may review and adjust the Strategic Plan as necessary. ~~In 2013, Council added new elements and specific goals to the plan. Council also adopted new revisions to the plan in 2019 to provide high-level initiatives~~ to better support the vision of our growing community.

To make this vision become a reality, the City Council Strategic Plan identifies the following strategic priorities:



These priorities, with their accompanying strategies, will guide City Council policy and budgetary decision making, shape partnerships locally and regionally, and involve the residents of Surprise in building the future of our community. In concert with other planning and policy documents, including the long-range General Plan, the Strategic Plan will provide the guidance and tools to achieve our community's shared vision.

SAFE AND ENVIRONMENTALLY HEALTHY COMMUNITY

Maintain a safe and healthy community amid historical growth; ~~foster innovation to sustain the natural environment and resources.~~

Strategy 1.1: MITIGATE CRIMES AND ACCIDENTS BY ENHANCING COMMUNITY AWARENESS OF PUBLIC SAFETY SYSTEMS AND PARTNERING WITH GOVERNMENTAL ORGANIZATIONS, COMMUNITY GROUPS AND OTHER FIRE AND CRIME PREVENTION PROGRAMS.

- Maintain a partnership with area schools to provide fire and law enforcement safety awareness education to the student population through the School Resource Officer (SRO) program and other such programs which work to engage adolescents and when necessary, intervene.
- Increase awareness of residents and visitors by providing information that enhances their knowledge of how public safety agencies deliver service to the community through police department community events, fire department open houses, and the effective use of media and social media.
- ~~Maintain the priority of~~ Provide for and enhance community education opportunities such as in traffic and fire safety, crime prevention, personal safety, and the prevention of accidents in the home and workplace.
- Develop a data driven Community Safety Plan to ~~C~~continue to engage the community; including identifying outreach procedures and programs which encourage participation by ~~to~~ high-risk populations through Community Risk Reduction based on quantitative data analysis.

Strategy 1.2: PROVIDE PUBLIC SAFETY WORKERS WITH THE TOOLS AND TRAINING NECESSARY TO MEET COMMUNITY PUBLIC SAFETY NEEDS.

- Identify, develop and/or enhance training programs by establishing dedicated personnel, Deploy a Fire training division(s) and/or reallocating resources and assets to fully coordinate, manage, administer, and oversee ~~the daily operations of the~~ training and continued education of personnel division.
- Provide appropriate training (including scenario-based opportunities), education, and certifications to effectively serve the community.
- Strategically plan for the necessary resources including personnel, equipment, vehicles, and facilities, including training facilities, for public safety service providers.
- Explore and utilize innovative technology and data driven analytics to enhance operational support for public safety service providers.

Strategy 1.3: ENSURE PROPER, TIMELY AND APPROPRIATE RESPONSE.

- Strategically ~~Deploy~~ fire department public safety resources ~~to~~ through data driven analytics in order to meet ideal suburban incident response time goals ~~and deploy police department resources to reduce or maintain emergency (priority 1) response times.~~
- Continue to work in concert with other public safety, governmental and non- governmental agencies, and seek additional opportunities to work cooperatively to enhance customer service and efficiency.
- Work internally and externally to ensure that qualifying post incident recovery of public and private resources occurs.
- Enhance community resiliency efforts by ~~E~~expanding citywide emergency management capabilities and community engagement through further development of program planning, city-wide training, and exercise opportunities.

Strategy [1.4](#): PROVIDE EXTRAORDINARY INTERNAL AND EXTERNAL CUSTOMER SERVICE.

- Maintain and build upon relationships with [neighborhoods](#), communities and the public that encourage collaboration, communication, trust, and understanding.
- Provide customers with a venue to openly discuss issues of concern and [conflict resolution such as mediation services](#).
- Ensure public safety is incorporated into the plans and goals of non-public safety departments by maintaining relationships.
- Further enhance volunteer opportunities for community members including the crisis management response teams by recruiting qualified staff that will develop, train, and manage volunteers.

Strategy [1.5](#): [PROPERLY PLAN FOR AND](#) ENSURE FISCAL RESPONSIBILITY IN ALL PUBLIC SAFETY EFFORTS.

- Develop a comprehensive Public Safety Master Plan that will assess the City's public safety system, including reviewing the adequacy of the existing deployment system, identifying and prioritizing infrastructure including people, buildings, assets, technologies, training and plan for the future.
- Be receptive to discuss and implement change in service provision methods and change in the needs of the community to include the support of innovation, efficiency, and continual improvement.
- Continuously evaluate the effectiveness and efficiency of the ground ambulance service delivery system.
- Promote efficiencies in public safety while enhancing service delivery, leveraging technology [and data analytics](#) to [strategically deploy](#) and maximize resources.
- Aggressively pursue grant funding from appropriate sources to assist in providing public safety services.

Transportation

Develop an efficient, cost effective, multi-modal transportation system that provides connectivity to the region, ease of movement into, within, and out of Surprise, and supports a high standard of community life.

Strategy [2.1](#): IMPROVE ACCESS TO AND FROM SURPRISE, [SPECIFICALLY EAST/WEST CONNECTIONS](#).

- Work with neighboring jurisdictions and regional partners to plan for and develop [robust seamless arterial system](#) connections.
- Facilitate planning for [system](#) connections [between southern and northern surprise and](#) to major existing and future transportation corridors, e.g. SR303, I-10, I-11, [Northern Parkway](#) and Maricopa County.
- [Work with Regional, State and Federal agencies and elected officials on facilitating system improvements and securing funding for improvements to the Grand Avenue Corridor; e.g. SR303/163rd Ave and & Grand Ave, Jomax and Grand Ave etc.](#)

Strategy [2.2](#): IMPROVE [INTERNAL CIRCULATION THE TRANSPORTATION SYSTEM](#) BY [CONTINUOUSLY PLANNING FOR THE FUTURE, EVALUATING THE PRESENT AND](#) COMPLETING MISSING AND INCOMPLETE LINKS IN [THE ARTERIAL CITY NETWORKSYSTEM](#)

- Work with neighboring jurisdictions and to expand regional system connections and ~~C~~complete scalloped city streets (streets not built to their full planned width) to increase ease of travel too, from and within Surprise.
- Maintain an updated Long Range Master Street Plan to guide the successful development for arterials in the Surprise planning area Develop a comprehensive Multimodal Transportation Master Plan that will assess the City's transportation system, conduct a needs assessment, identify and prioritize large scale initiatives and projects.

Strategy 2.3: DEVELOP AND IMPLEMENT A ROBUST MULTIMODAL TRANSIT SYSTEM THAT PROVIDES FOR TRANSIT CONNECTIVITY TO THE REGION

- Coordinate with all regional partners and West Valley communities for provision of public transit services provided to Surprise residents.
- Pursue grants and explore fund options for transit-oriented development, and develop public transit services, such as ~~local circulator~~ micro transit.
- Identify transit connections for Bell Road, SR303, and the arterials connecting to the freeway.
- Identify gaps and provide solutions to provide for local multi-modular linkages, e.g. bicycle and pedestrian facilities ~~such as microtransit.~~
- Seek partnerships with the private, public and nonprofit sectors on attracting transportation options within the City.

Strategy 2.4: IDENTIFY FUNDING SOURCES FOR TRANSPORTATION SYSTEM.

- Commit to an annual CIP allocation for local transportation improvement projects
- Routinely conduct community outreach to gauge resident interest in additional ~~local tax with~~ revenue streams dedicated to local transportation projects.
- Research ways to ~~D~~develop and possibly implement a new transportation impact fee ordinance to comply with state law.
- Ensure that planning efforts include identification and ~~R~~review of local, regional and federal programs to identify potential ~~federal~~ funding opportunities for the City's transportation system projects.
- Actively participate in public and private regional organizations that address transportation.
- Consider developing "shovel-ready" plans for local transportation priority projects to put the city in a position to secure funds that may become available.

Strategy 2.5: DEVELOP AND MAINTAIN A BALANCED TRANSPORTATION SYSTEM FOR NON-VEHICULAR MODES OF TRAVEL, INCLUDING BICYCLING AND WALKING.

- Identify missing links to enable non-vehicular travel throughout the City of Surprise
- Ensure that access to and from areas which connect pedestrians and bicyclists to their destinations are thoughtfully planned and offer separation from vehicular activities; e.g. access through parking areas, rights-of-way, etc.
- Develop and implement a complete streets policy to accommodate multimodal transportation needs on city streets (share-the-road models to accommodate vehicles, bikes, pedestrians).
- Encourage alternate healthier transportation modes throughout the city, ~~focusing on those that produce little to no harmful emissions~~ e.g. walking, biking.
- Support robust carpooling and park-'n'-ride initiatives.

Economic and Cultural Vitality

Promote a healthy economy through strategies that add employment, attract new businesses and capital investment; support opportunities for veterans and people of all abilities and income levels to thrive; provide tourism and cultural opportunities.

Strategy 3.1: PROMOTE SURPRISE AS A LOCATION FOR QUALITY ADVANCED MANUFACTURING OR LOGISTICS BUSINESSES THAT USE INNOVATIVE TECHNOLOGIES TO IMPROVE THEIR PRODUCTS OR PROCESSES.

- Continue to proactively market “shovel-ready” sites and available real estate within the City.
- Deliver economic development business retention and expansion principles to facilitate an advantageous growth environment for advanced manufacturing and logistics businesses.
- Maintain workforce development, marketing, and business retention partnerships that support the goal of growing and retaining advanced manufacturing and logistics industries.

Strategy 3.2: PROVIDE HANDS-ON APPROACH TO SUPPORTING INNOVATION, ENTREPRENEURSHIP AND SMALL BUSINESSES.

- [Develop and market the partnerships and programming to help small businesses in the City of Surprise.](#)
- [Engage with small business organizations to enhance resources and networking opportunities for the small business community.](#)
- [Identify best practices and programs of Promote and market the AZTechCelerator facility and engage in opportunities to imbed in university programming to help small businesses and/or new development in the City Center of Surprise.](#)
- [Continuously engage the Surprise Regional Chamber of Commerce to identify needs within the Surprise small business community.](#)
- Foster entrepreneurship and small business education and partnerships.
- Leverage local, regional, statewide, national, and global partnerships that facilitate entrepreneurial growth in Surprise and the Greater Phoenix West Valley.

Strategy 3.3: IDENTIFY LOCAL, REGIONAL, STATEWIDE, NATIONAL, AND GLOBAL PARTNERSHIP WHICH SERVE TO PROMOTE LOCAL JOB GROWTH, LOCAL BUSINESS ENVIRONMENT ENHANCEMENT, AND BUSINESS-TO-BUSINESS COMMUNITY ENGAGEMENT OPPORTUNITIES IN SURPRISE.

- Advance partnerships that promote initiatives to market and encourage new business growth, existing business retention, and other business engagement opportunities.
- Utilize the credibility, contacts, and resources of partnerships to add value to recruitment and retention efforts.
- Continue to cross-market local employment opportunities and job fairs with partners in order to enhance Surprise workforce development initiatives.
- Market Foreign Trade Zone [and Opportunity Zone.](#)

Strategy 3.4: PURSUE OPPORTUNITIES TO ATTRACT DESIRABLE RETAIL SERVICES OR PRODUCTS TO THE CITY OF SURPRISE WHICH ARE DESTINATION-ORIENTED AND/OR FAMILY-ORIENTED ENTERTAINMENT VENUES.

- Actively market and promote premiere retail sites in the City of Surprise, such as City Center, [Asante](#) and the Loop 303, to include entertainment and venues for community youth.
- Continue to promote opportunities to build and expand upon relationships with existing retail businesses, brokers, industry experts, and developers in pursuit of additional quality retail growth.
- Maintain strong support for retail promotional initiatives with ongoing workforce development support, research analytics, and local, regional, statewide, and national partnerships.
- Promote Surprise as a tourism and meeting destination through innovative marketing initiatives, [collaborative real estate solutions](#) and shared promotions with [new and](#) local hotel, hospitality, and retail partners.

Strategy 3.5: ATTRACT AND ENCOURAGE THE GROWTH OF SPECIALTY, WORLD- CLASS MEDICAL SERVICES AND TREATMENTS AIMED AT SERVING THE NEEDS OF RESIDENTS AND VISITORS.

- Advance efforts to distinguish, market, and promote the City of Surprise as a premiere medical location at the center of local, regional, and statewide healthcare excellence and talent.
- Strengthen partnerships with existing regional medical corporations to promote Surprise sites as future growth locations.
- Remain vigilant to identify opportunities to engage with industry and workforce experts to identify development potential.
- Promote the sharing of research analytics and marketing collateral with industry opportunities.

Strategy 3.6: FOSTER THE DEVELOPMENT OF SURPRISE CITY CENTER.

- In cooperation with the developer, work to brand enhance the design of collateral private/public buildings and spaces that speak to the history and future of the City Center.
- Identify land options and outline potential city support to prospective end-users.
- Continue to communicate the vision of the Surprise Center to potential projects.
- Promote the vision of a dynamic, high-density commercial future with a special sense of character and place within Surprise City Center in marketing strategies.
- Identify pedestrian, bicycle connections and parking solutions for recreation, tourism, education, and shopping.

Strategy 3.7: IDENTIFY, PROMOTE AND LEVERAGE NEW AND EXISTING OPPORTUNITIES FOR NARROWING COMPETITIVENESS ISSUES TO FOSTER ECONOMIC DEVELOPMENT PROJECTS.

- Continuously research, categorize and communicate local/regional, statewide, and national competitive incentives offered that may facilitate projects in the City of Surprise.
- Promote the use of creative and in-kind value-added incentives within the City of Surprise to help corporations advance their hiring, growth, and time-to-market goals.
- Encourage the use of reasonable, legal, post- performance incentives, especially for projects that will offer the City of Surprise substantial, measurable public benefit.
- Identify and promote infrastructure improvements to encourage new investment, increased services and amenity offerings.

Strategy 3.8: LEVERAGE NEW OPPORTUNITIES TO ATTRACT VISITORS AND ENGAGE RESIDENTS WITH ENHANCED EVENT AND ENTERTAINMENT OPPORTUNITIES.

- Create and update infrastructure to streamline the process for third party events in order to build and promote year- round tourism activity.
- Develop local and regional partnerships that will increase tourism-related room nights, exploring the marketing of tourism package opportunities.
- Collaborate with land owners and developers to support tourism and entertainment development in Surprise.
- Create multi-beneficial partnerships with hotels, restaurants, and regional tourism groups to strategically attract tourism events and development that will create revenue opportunities for all parties involved.
- Continue to expand, develop and refine neighborhood, community and regional scale events which offer a diverse lineup of offerings e.g. festivals, concerts, fitness events, individual and team sports competitions etc.

Strategy 3.9: STRATEGICALLY MARKET SURPRISE AS AN INTENTIONAL SPORTS AND TOURIST DESTINATION.

- Develop a comprehensive tourism advertising and communications plan to promote sports and tourism- based events and initiatives.
- Increase strategic collaboration with key partners to expand our ability to identify and target demographics for tourism.
- Market Tourism Fund opportunities to attract professional event and entertainment groups.
- Research and initiate other possible sources for creating Tourism revenue in Surprise.

COMMUNITY LIVABILITY & LIFE-LONG LEARNING

Provide a high quality residential and business-built environment; revitalize at-risk communities and assist vulnerable populations; collaborate with K-8 schools, skill centers, and higher educational institutions to support innovative services/ programs and learning opportunities for all ages.

Strategy 4.1: MAINTAIN HIGH STANDARDS OF DESIGN FOR NEW AND REVITALIZED HOUSING DEVELOPMENTS **WHILE PROVIDING AN EFFICIENT AND TIMELY REVIEW PROCESS.**

- Ensure Surprise Land Development Ordinance maintains current design standards for neighborhoods and buildings.
- Seek the inclusion of parks, trails, and community facilities when planning for new housing development, as detailed in the Parks & Recreation Master Plan.
- Focus on vertical as well as horizontal design, beautification and quality ~~housing in future~~ development for all income levels and abilities.
- Emphasize neighborhood preservation and rehabilitation.
- Continue in neighborhood and building design which focuses and utilizes principles of Crime Prevention Through Environmental Design (CPTED) that emphasize design of the physical environment.
- **Ensure the development review process is customer focused, responsive, and timely.**

Strategy 4.2: SUPPORT OUR EDUCATIONAL PARTNERS TO ADDRESS LIFE- LONG LEARNING INITIATIVES AND PUBLIC WORKFORCE DEVELOPMENT.

- Work with all educational partners to identify innovative learning opportunities for all ages, workforce development programs for all ages, and shared-facility agreements.
- Support city, and school/ educational providers, college initiatives and partnerships to engage with our youth population, while promoting Career and Technical Education (CTE) opportunities in Surprise to enhance vocational and technical training opportunities for Surprise residents.
- Maintain a direct connection between the city and schools through the Surprise Youth Council and other youth initiatives, promoting educational enrichment programs.
- Identify areas of opportunity in city/public professions and development recruitment, retention and professional development programs that include education, private, non-profit, and/or other agency partners to better ensure the highest level of service for Surprise residents and visitors.

Strategy 4.3: RESPECT NATURE BY PROTECTING CRITICAL WILDLIFE CORRIDORS.

- Implement code and design guidelines for wildlife corridors.
- Follow the identified wildlife corridors listed in the Parks and Recreation Master Plan as new development occurs.
- Engage public and private stakeholders to secure easements and properties which have developable and limited developable potential along wildlife corridors.

Strategy 4.4: COLLABORATE WITH PARTNERS TO MANAGE THE NEEDS OF OUR SENIOR POPULATION, ADDRESS EDUCATION, POVERTY ISSUES, AND MAKE HOMELESSNESS RARE, SHORT- LIVED, AND NON-RECURRING.

- Collaboration with the Veterans, Disability, and Human Services Commission.
- Coordination with local and regional agencies to address homelessness issues.
- Expansion of programming through the Human Service & Community Vitality department to specifically address senior citizen/aging issues.
- Collaborate on programs to support veterans, employment, attainable housing, and mental health.
- Work to expand offerings of lifelong learning programs and programs such as digital equity and inclusion programs to enhance the access of citizens to educational programs.

Strategy 4.5: IMPROVE RESIDENTS' QUALITY OF LIFE BY REINVESTING IN OUR EXISTING PARKS.

- Provide a diversity of activities at our city parks for the enjoyment of all residents. will be able to enjoy outstanding parks that fulfill a diversity of activities.
- Design for beauty, function and longevity.
- Continuously evaluate the development and potential redevelopment of sports, tourism, event, community and recreation facilities to optimize programming and usage.

Strategy 4.6: PROMOTE ACTIVE RECREATION, SPORTS AND TOURISM.

- Continue to build and support active recreational programs and facilities.
- Surprise will eContinue to be recognized for their continued investments in world-class facilities in that supporting recreational, amateur and professional sports.

Strategy 4.7: PROVIDE A CONNECTED PARK EXPERIENCE THROUGH THE DEVELOPMENT OF AN OVERALL PARK SYSTEM FRAMEWORK.

- Capitalize on the linear nature of our natural wash corridors and man-made features.
- Create a city-wide framework of connected parks, greenways, and open spaces that define the City of Surprise.

Strategy 4.8: PURSUE OPPORTUNITIES TO CREATE NEW PARKS AND OPEN SPACE.

- Pursue opportunities to acquire and create new public parks, open space, and conservation areas that support the needs of our residents and visitors.
- Protect the health of our natural environment.
- Identify and target properties which may be fully or partially encumbered by way of deed restrictions, fly over restrictions, flooding restrictions etc. and assess the feasibility of future sports, tourism, park and recreational development and/or natural open space preservation.

Strategy 4.9: PROVIDE ~~CITY-OPERATED~~ ENHANCED COMMUNITY SERVICES AND ENGAGEMENT THROUGH ARTS, CULTURE AND THE LIBRARY SERVICES SYSTEM DESIGNED TO SERVE SURPRISE RESIDENTS

- Provide innovative library services utilizing a collaborative approach to support community engagement.
- Continuously expand library catalogues, collections and programs to enhance services provided to customers.
- Increase the quality of life for residents and visitor. Amplify the arts and culture sector in Surprise by supporting, growing and sustaining the creative economy through artist opportunities, partnerships with cultural organizations, and grants.

- [Expand partnerships with Surprise institutions, organizations, schools, and develop new programs for specific community groups that would benefit from the arts for improved health, well-being, and social connection such as Veterans and Seniors.](#)

STEWARDSHIP

Foster a culture of transparency and fiscal responsibility in [managing resources and](#) providing excellent municipal services.

Strategy [5.1](#): REDUCE TOTAL ENERGY USAGE IN CITY-OWNED FACILITIES AND EQUIPMENT

- Develop an energy savings plan for city-owned facilities.
- Continue to seek grants that will provide for more sustainable choices at city facilities.
- Incorporate energy-savings methods into the budget for new city facilities.
- Seek out cleaner technologies for city fleet vehicles.

Strategy [5.2](#): MAKE GOOD USE OF OUR PHYSICAL RESOURCES AND ENSURE PROPER DISPOSAL OF THOSE RESOURCES.

- [Enhance recycling program and educate citizens about residential recycling](#) [Adjust and adapt the City recycling program to the ever changing recycling market to ensure the City is doing everything it can to reduce the negative impact on the environment, conserve materials, and reduce the amount of reusable waste in landfills in a fiscally viable manner.](#)
- Promote city's household hazardous waste disposal program to allow for proper disposal of electronics, paint and other hazardous household waste.
- Develop an anti-litter program in partnership with local businesses and organizations.

Strategy [5.3](#): ENSURE SUFFICIENT WATER RESOURCES FOR CURRENT AND FUTURE NEEDS.

- Continue water conservation initiatives to the public and those carried out by the city. [at our parks \(non-potable water use on turf; reduce overseeding at appropriate locations\).](#)
- Expand the city's water portfolio and infrastructure to meet projected growth needs [and to ensure safe and reliable water delivery.](#)
- Manage growth to achieve a proper balance of land and water resources.

Strategy [5.4](#): [DESIGN AND MAINTAIN THE CITY'S STREETS AND ROADS TRANSPORTATION SYSTEM](#) AT A HIGH LEVEL OF SERVICE.

- Explore and review alternative funding methods for transportation operations and maintenance.
- Assess and maintain pavement of the city's total roadway network at an acceptable level.
- Develop infrastructure maintenance cycles to extend useful life of all assets.
- [Look at ways to beautify and enhance the look and feel of transportation corridors such as Grand Avenue.](#)

Strategy [5.5](#): MAINTAIN THE CITY'S INFRASTRUCTURE AND FISCAL RESOURCES, IN PREPARATION OF ECONOMIC FLUCTUATIONS.

- Routinely research and update utility rates, impact fees, and other user fees (such as recreation classes) to best recover service costs.
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- Optimize and protect the use of technology to assist in the city's critical built infrastructure and cybersecurity.

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- Foster a positive employee experience and inclusive culture where all employees are afforded the opportunity to contribute to the organization's goals and objectives.
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- Develop and look at ways to expand training opportunities for employees, especially in the areas of people development and customer service.
- Develop strategic and innovative approaches to address current and future recruitment needs.
- Identify ways to brand and market the City of Surprise as an employer of choice.

Strategy 5.7: PROVIDE ENHANCED COMMUNITY, RESIDENT ENGAGEMENT AND IMPROVE RESIDENT ACCESS TO CITY STAFF.

- Foster a servant leadership culture in which City staff are directly accessible to residents.
- Find creative and innovative ways to engage the citizenry in efforts to be conducted by the city such as capital improvements construction projects, city events, public hearings and notices.
- Develop and look at ways to expand citizen engagement and citizen engagement training opportunities for employees.
- Continuously measure community engagement and satisfaction through community surveys and the like.



CITY COUNCIL STRATEGIC PLAN

UPDATE
November 2023



The City of Surprise delivers exemplary
and innovative public service with
integrity and professionalism;
in a fiscally responsible manner; creating
a safe and attractive community where
residents and businesses can thrive.

CITY COUNCIL - 623.222.1300

MAYOR **Skip Hall**

DISTRICT 1 **Nick Haney**

DISTRICT 2 **Aly Cline**

DISTRICT 3 **Patrick Duffy**

DISTRICT 4 **Ken Remley**

DISTRICT 5 **Jack Hastings**

DISTRICT 6 **Chris Judd**

CITY MANAGER'S OFFICE - 623.222.1100

CITY MANAGER **Bob Wingenroth**

ASSISTANT CITY MANAGER **Tracy Montgomery**

CHIEF FINANCIAL OFFICER/DEPUTY CITY MANAGER **Andrea Davis**

- Council & Management Updated November 2023 -

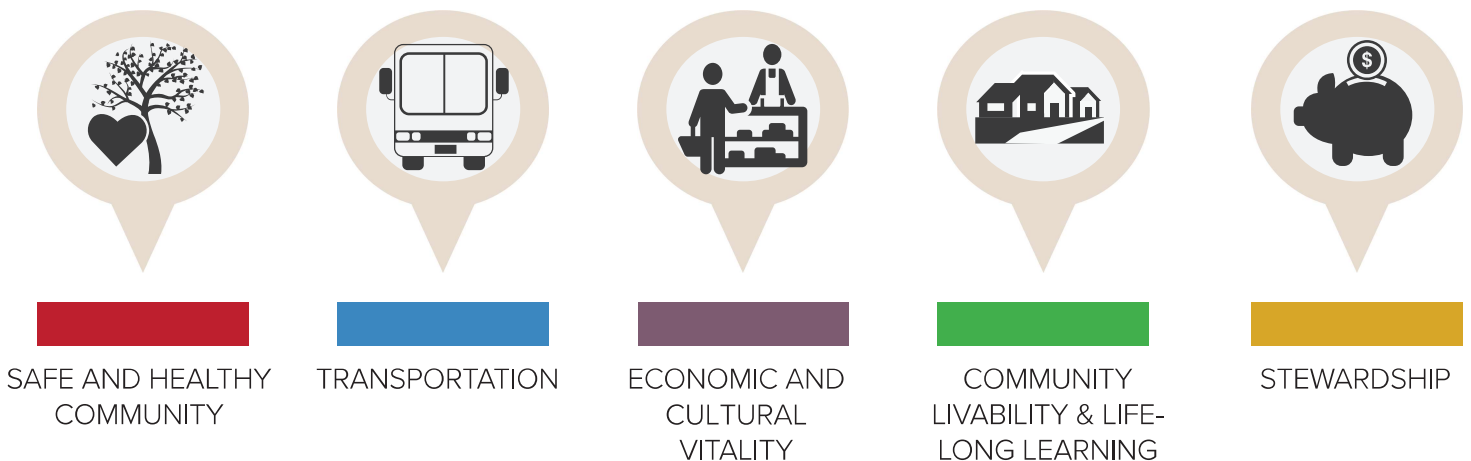
INTRODUCTION

The City Council Strategic Plan provides a framework for establishing community priorities and focuses resources in achieving shared goals and outcomes that make Surprise a sustainable, vibrant place for residents, businesses and visitors - today and in the future.

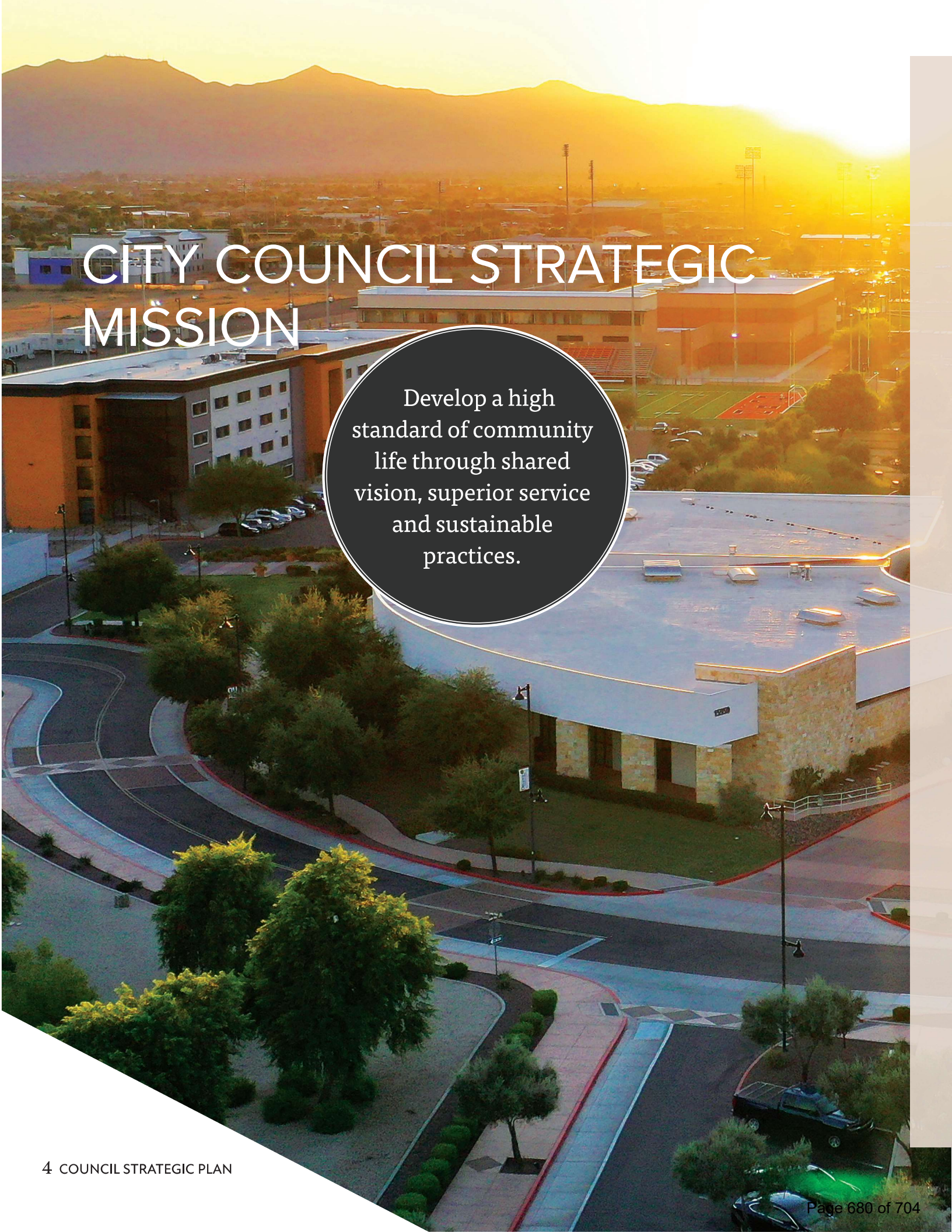
The Surprise City Council Strategic Plan uses the City's vision and the five City Council strategic

priorities described below as its roadmap for action. The City Council has adopted citywide goals to advance each area by fiscal year 2025. To stay current with changing dynamics over time, Council may review and adjust the Strategic Plan as necessary to better support the vision of our growing community.

To make this vision become a reality, the City Council Strategic Plan identifies the following strategic priorities:

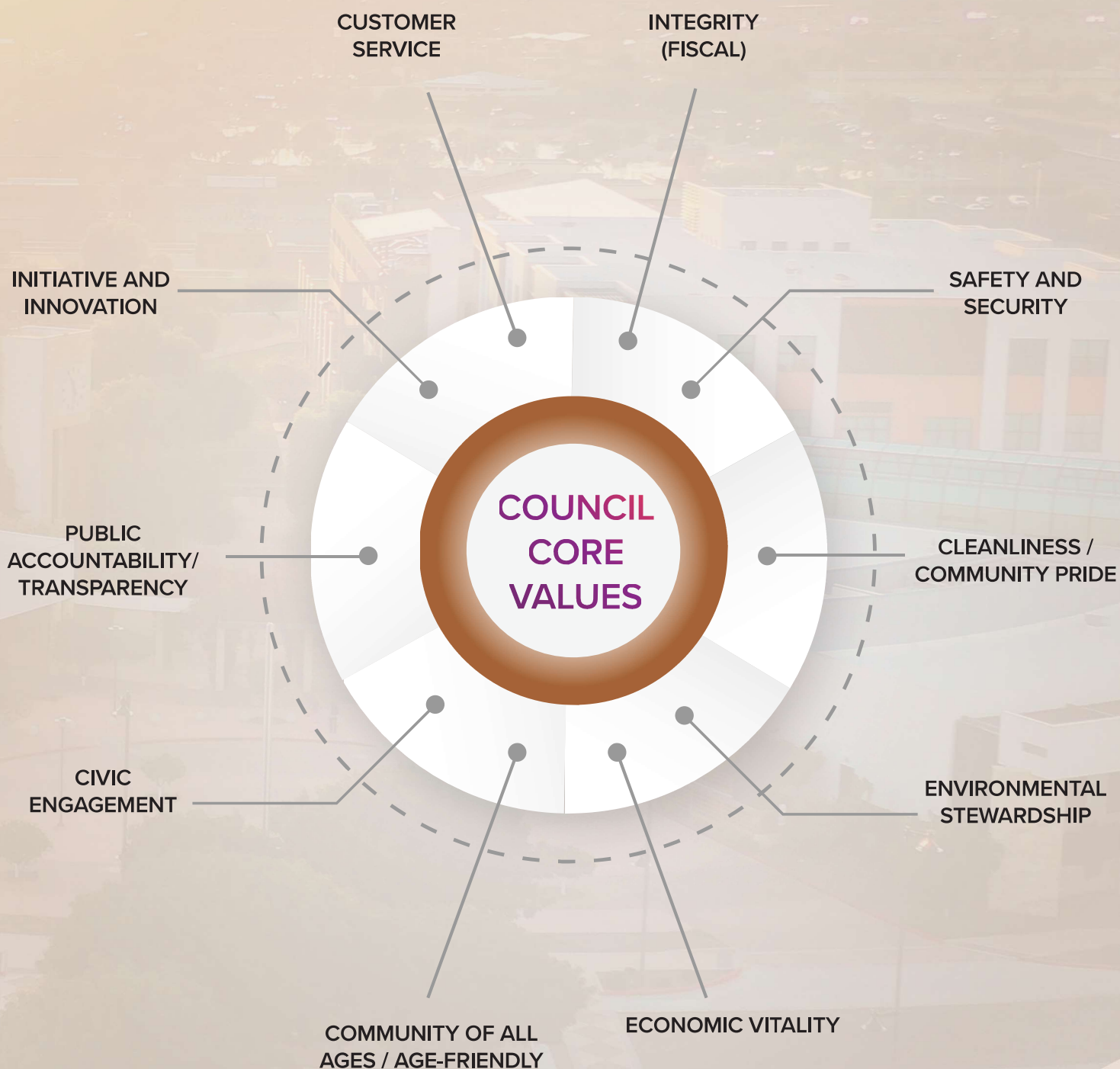


These priorities, with their accompanying strategies, will guide City Council policy and budgetary decision-making, shape partnerships locally and regionally, and involve the residents of Surprise in building the future of our community. In concert with other planning and policy documents, including the City of Surprise General Plan, the Strategic Plan will provide the guidance and tools to achieve our community's shared vision.



CITY COUNCIL STRATEGIC MISSION

Develop a high standard of community life through shared vision, superior service and sustainable practices.





SAFE AND HEALTHY COMMUNITY

Maintain a safe and
healthy community amid
historical growth.

Strategy 1.1:

MITIGATE CRIMES AND ACCIDENTS BY ENHANCING COMMUNITY AWARENESS OF PUBLIC SAFETY SYSTEMS AND PARTNERING WITH GOVERNMENTAL ORGANIZATIONS, COMMUNITY GROUPS AND OTHER FIRE AND CRIME PREVENTION PROGRAMS.

- Maintain a partnership with area schools to provide fire and law enforcement safety awareness education to the student population through the School Resource Officer (SRO) program and other such programs which work to engage adolescents and when necessary, intervene.
- Increase awareness of residents and visitors by providing information that enhances their knowledge of how public safety agencies deliver service to the community through community events, open houses and the effective use of media and social media.
- Provide for and enhance community education opportunities such as in traffic and fire safety, crime prevention, personal safety and the prevention of accidents in the home and workplace
- Develop a data driven Community Safety Plan to continue to engage the community; including identifying outreach procedures and programs, which encourage participation of high-risk populations.

Strategy 1.2:

PROVIDE PUBLIC SAFETY WORKERS WITH THE TOOLS AND TRAINING NECESSARY TO MEET COMMUNITY NEEDS.

- Identify, develop and/or enhance training programs by establishing dedicated personnel, divisions and/or reallocating resources and assets to coordinate, manage, administer and oversee training and continued education of personnel.
- Provide appropriate training (including scenario-based opportunities), education and certifications to effectively serve the community.
- Strategically plan for the necessary resources including personnel, equipment, vehicles and facilities, including training facilities, for public safety service providers.
- Explore and utilize innovative technology and data driven analytics to enhance operational support for public safety service providers.

Strategy 1.3:

ENSURE PROPER, TIMELY AND APPROPRIATE RESPONSE.

- Strategically deploy public safety resources through data driven analytics in order to meet incident response goals.
- Continue to work in concert with other public safety, governmental and non-governmental agencies, and seek additional opportunities to work cooperatively to enhance customer service and efficiency.
- Work internally and externally to ensure that qualifying post-incident recovery of public and private resources occurs.
- Enhance community resiliency efforts by expanding citywide emergency management capabilities and community engagement through further development of program planning, citywide training and exercise opportunities.

Strategy 1.4:
**PROVIDE EXTRAORDINARY
INTERNAL AND EXTERNAL
CUSTOMER SERVICE.**

- Maintain and build upon relationships with neighborhoods, communities and the public that encourage collaboration, communication, trust and understanding.
- Provide customers with a venue to openly discuss issues of concern and provide conflict resolution such as mediation services.
- Ensure public safety is incorporated into the plans

and goals of non-public safety departments by maintaining relationships.

- Further enhance volunteer opportunities for community members, including the crisis management response teams, by recruiting qualified staff that will develop, train and manage volunteers.

Strategy 1.5:
**PROPERLY PLAN FOR AND
ENSURE FISCAL RESPONSIBILITY
IN ALL PUBLIC SAFETY EFFORTS.**

- Develop a comprehensive Public Safety Master Plan that will assess the City's public safety system, including reviewing the adequacy of the existing deployment system, identifying and prioritizing infrastructure, including people, buildings, assets, technologies, training and plans for the future.
- Be receptive to discuss and implement change in service provision methods and change in the needs of the community to include the support of innovation, efficiency and continual improvement.

- Continuously evaluate the effectiveness and efficiency of the ground ambulance service delivery system.

- Promote efficiencies in public safety while enhancing service delivery, leveraging technology and data analytics to strategically deploy and maximize resources.

- Aggressively pursue grant funding from appropriate sources to assist in providing public safety services.



TRANSPORTATION

Develop an efficient, cost effective, multi-modal transportation system that provides connectivity to the region; ease of movement into, within and out of Surprise; and supports a high standard of community life.

Strategy 2.1: IMPROVE ACCESS TO AND FROM SURPRISE.

- Work with neighboring jurisdictions and regional partners to plan for and develop system connections.
- Facilitate planning for system connections between southern and northern Surprise and to major existing and future transportation corridors (e.g. SR303, I-10, I-11, Northern Parkway

and Maricopa County).

- Work with Regional, State and Federal agencies and elected officials on facilitating system improvements and securing funding for improvements to the Grand Avenue Corridor (e.g. SR303/163rd Avenue and Grand Avenue; Jomax Road and Grand Avenue; etc.).

Strategy 2.2: IMPROVE THE TRANSPORTATION SYSTEM BY CONTINUOUSLY PLANNING FOR THE FUTURE, EVALUATING THE PRESENT AND COMPLETING MISSING AND INCOMPLETE LINKS IN THE CITY SYSTEM.

- Work with neighboring jurisdictions to expand regional system connections and complete scalloped city streets (streets not built to their full planned width) to increase ease of travel to, from and within Surprise.

- Develop a comprehensive Multimodal Transportation Master Plan that will assess the City's transportation system, conduct a needs assessment, identify and prioritize large-scale initiatives and projects.

Strategy 2.3: DEVELOP AND IMPLEMENT A ROBUST MULTIMODAL TRANSIT SYSTEM THAT PROVIDES FOR TRANSIT CONNECTIVITY TO THE REGION.

- Coordinate with all regional partners and West Valley communities for provision of public transit services provided to Surprise residents.
- Pursue grants and explore funding options for transit-oriented development, and develop public transit services, such as microtransit.
- Identify transit connections for Bell Road, SR303 and the arterials connecting to the freeway.

- Identify gaps and offer solutions to provide for local multi-modal linkages (e.g. bicycle and pedestrian facilities).
- Seek partnerships with the private, public and nonprofit sectors on attracting transportation options within the city.

Strategy 2.4: IDENTIFY FUNDING SOURCES FOR TRANSPORTATION SYSTEM.

- Commit to an annual CIP allocation for local transportation improvement projects.
- Routinely conduct community outreach to gauge resident interest in additional revenue streams dedicated to local transportation projects.
- Research ways to develop and possibly implement a new transportation impact fee ordinance to comply with state law.

- Ensure that planning efforts include identification and review of local, regional and federal programs to identify potential funding opportunities for the City's transportation system projects.
- Actively participate in public and private regional organizations that address transportation.

Strategy 2.4: (continued)

- Consider developing “shovel-ready” plans for local transportation priority projects to put the City in a position to secure funds that may become available.

Strategy 2.5: DEVELOP AND MAINTAIN A BALANCED TRANSPORTATION SYSTEM FOR NON-VEHICULAR MODES OF TRAVEL, INCLUDING BICYCLING AND WALKING.

- Identify missing links to enable non-vehicular travel throughout the city of Surprise.
- Ensure that access to-and-from areas that connect pedestrians and bicyclists to their destinations are thoughtfully planned and offer separation from vehicular activities (e.g. access through parking areas, rights-of-way, etc.).
- Develop and implement a complete streets policy to accommodate multimodal transportation needs on city streets (share-the-road models to accommodate vehicles, bikes, pedestrians).
- Encourage alternate, healthier transportation modes throughout the city (e.g. walking, biking).
- Support robust carpooling and park-and-ride initiatives.

A microphone on a stage with a blurred crowd in the background. The microphone is in the upper right, and the crowd is in the lower half. The background is a mix of purple and orange bokeh lights.

ECONOMIC AND CULTURAL VITALITY

Promote a healthy economy through strategies that add employment; attract new businesses and capital investment; support opportunities for veterans and people of all abilities and income levels to thrive; and provide tourism and cultural opportunities.

Strategy 3.1:

PROMOTE SURPRISE AS A LOCATION FOR QUALITY ADVANCED MANUFACTURING OR LOGISTICS BUSINESSES THAT USE INNOVATIVE TECHNOLOGIES TO IMPROVE THEIR PRODUCTS OR PROCESSES.

- Continue to proactively market “shovel-ready” sites and available real estate within the city.
- Deliver economic development business retention and expansion principles to facilitate an advantageous growth environment for advanced manufacturing and logistics businesses.

- Maintain workforce development, marketing and business retention partnerships that support the goal of growing and retaining advanced manufacturing and logistics industries.

Strategy 3.2:

PROVIDE HANDS-ON APPROACH TO SUPPORTING INNOVATION, ENTREPRENEURSHIP AND SMALL BUSINESSES.

- Develop and market partnerships and programming to help small businesses in the City of Surprise.
- Engage with small business organizations to enhance resources and networking opportunities for the small business community.
- Identify best practices and programs of the AZTechCelerator and engage

- in opportunities to embed in university programming and/or new development in City Center.
- Foster entrepreneurship and small business education and partnerships.
- Leverage local, regional, statewide, national and global partnerships that facilitate entrepreneurial growth in Surprise and the Greater Phoenix West Valley.

Strategy 3.3:

IDENTIFY LOCAL, REGIONAL, STATEWIDE, NATIONAL AND GLOBAL PARTNERSHIPS WHICH SERVE TO PROMOTE LOCAL JOB GROWTH, LOCAL BUSINESS ENVIRONMENT ENHANCEMENT AND BUSINESS-TO-BUSINESS COMMUNITY ENGAGEMENT OPPORTUNITIES IN SURPRISE.

- Advance partnerships that promote initiatives to market and encourage new business growth, existing business retention and other business engagement opportunities.
- Utilize the credibility, contacts and resources of partnerships to add value to recruitment and retention efforts.

- Continue to cross-market local employment opportunities and job fairs with partners in order to enhance Surprise workforce development initiatives.
- Market Foreign Trade Zone and Opportunity Zone.



Strategy 3.4:

PURSUE OPPORTUNITIES TO ATTRACT DESIRABLE RETAIL SERVICES OR PRODUCTS TO THE CITY OF SURPRISE WHICH ARE DESTINATION-ORIENTED AND/OR FAMILY-ORIENTED ENTERTAINMENT VENUES.

- Actively market and promote premiere retail sites in the City of Surprise, such as City Center, Asante and the Loop 303, to include entertainment and venues for community youth.
- Continue to promote opportunities to build and expand upon relationships with existing retail businesses, brokers, industry experts and developers in pursuit of additional quality retail growth.
- Maintain strong support for retail promotional initiatives

with ongoing workforce development support, research analytics and local, regional, statewide and national partnerships.

- Promote Surprise as a tourism and meeting destination through innovative marketing initiatives, collaborative real estate solutions and shared promotions with new and local hotel, hospitality and retail partners.

Strategy 3.5:

ATTRACT AND ENCOURAGE THE GROWTH OF SPECIALTY, WORLD-CLASS MEDICAL SERVICES AND TREATMENTS AIMED AT SERVING THE NEEDS OF RESIDENTS AND VISITORS.

- Advance efforts to distinguish, market and promote Surprise as a premiere medical location at the center of local, regional and statewide healthcare excellence and talent.
- Strengthen partnerships with existing regional medical corporations to promote Surprise sites as future growth locations.

- Remain vigilant to identify opportunities to engage with industry and workforce experts to identify development potential.
- Promote the sharing of research analytics and marketing collateral with industry opportunities.

Strategy 3.6:

FOSTER THE DEVELOPMENT OF SURPRISE CITY CENTER.

- In cooperation with the developer, work to enhance the design of private/public buildings and spaces that speak to the history and future of City Center.
- Identify land options and outline potential City support to prospective end-users.
- Continue to communicate the vision of Surprise City Center to potential projects.
- Promote the vision of a dynamic, high-density commercial future with a special sense of character and place within Surprise City Center in marketing strategies.

- Identify pedestrian, bicycle connections and parking solutions for recreation, tourism, education and shopping.

Strategy 3.7: IDENTIFY, PROMOTE AND LEVERAGE NEW AND EXISTING OPPORTUNITIES FOR NARROWING COMPETITIVENESS ISSUES TO FOSTER ECONOMIC DEVELOPMENT PROJECTS.

- Continuously research, categorize and communicate local/regional, statewide and national competitive incentives offered that may facilitate projects in the city.

- Promote the use of creative and in-kind value-added incentives within the city to help corporations advance their hiring, growth and time-to-market goals.

- Encourage the use of reasonable, legal, post-performance incentives, especially for projects that will offer the city of Surprise substantial, measurable public benefit.

- Identify and promote infrastructure improvements to encourage new investment, increased services and amenity offerings.

Strategy 3.8: LEVERAGE NEW OPPORTUNITIES TO ATTRACT VISITORS AND ENGAGE RESIDENTS WITH ENHANCED EVENT AND ENTERTAINMENT OPPORTUNITIES.

- Create and update infrastructure to streamline the process for third party events in order to build and promote year-round tourism activity.

- Develop local and regional partnerships that will increase tourism-related room nights, exploring the marketing of tourism package opportunities.

- Collaborate with land owners and developers to support tourism and entertainment development in Surprise.

- Create multi-beneficial partnerships with hotels, restaurants and regional tourism groups to strategically attract tourism events and development that will create revenue opportunities for all parties involved.

- Continue to expand, develop and refine neighborhood, community and regional scale events, which offer a diverse lineup of offerings (e.g. festivals, concerts, fitness events, individual and team sports competitions etc.).

Strategy 3.9: STRATEGICALLY MARKET SURPRISE AS AN INTENTIONAL SPORTS AND TOURIST DESTINATION

- Develop a comprehensive tourism advertising and communications plan to promote sports and tourism-based events and initiatives.

- Increase strategic collaboration with key partners to expand our ability to identify and target demographics for tourism.

- Market Tourism Fund opportunities to attract professional event and entertainment groups.

- Research and initiate other possible sources for creating tourism revenue in Surprise.

A young girl with dark hair is in a swimming pool, adjusting her goggles. She is wearing a red and white polka-dot swimsuit. In the background, another person is partially visible, also in the water. The image has a green diagonal overlay.

COMMUNITY LIVABILITY & LIFE-LONG LEARNING

Provide a high quality residential and business-built environment; revitalize at-risk communities and assist vulnerable populations; collaborate with K-8 schools, skill centers and higher educational institutions to support innovative services/programs and learning opportunities for all ages.

Strategy 4.1:

MAINTAIN HIGH STANDARDS OF DESIGN FOR NEW AND REVITALIZED DEVELOPMENTS, WHILE PROVIDING AN EFFICIENT AND TIMELY REVIEW PROCESS.

- Ensure Surprise Unified Code maintains current design standards for neighborhoods and buildings.
- Seek the inclusion of parks, trails and community facilities when planning for new housing development, as detailed in the Parks & Recreation Master Plan.
- Focus on vertical as well as horizontal design, beautification and quality development for all income levels and abilities.
- Emphasize neighborhood preservation and rehabilitation.
- Continue in neighborhood and building design that focuses and utilizes principles of Crime Prevention Through Environmental Design (CPTED), which emphasize design of the physical environment.
- Ensure the development review process is customer focused, responsive and timely.

Strategy 4.2:

SUPPORT OUR EDUCATIONAL PARTNERS TO ADDRESS LIFE-LONG LEARNING INITIATIVES AND PUBLIC WORKFORCE DEVELOPMENT.

- Work with all educational partners to identify innovative learning opportunities for all ages; workforce development programs for all ages; and shared-facility agreements.
- Support City and school/college initiatives and partnerships to engage with our youth population, while promoting Career and Technical Education (CTE) opportunities in Surprise to enhance vocational and technical training opportunities for Surprise residents.
- Maintain a direct connection between the City and schools through the Surprise Youth Council and other youth initiatives, promoting educational enrichment programs.
- Identify areas of opportunity in City/public professions and development recruitment, retention and professional development programs that include education, private, non-profit and/or other agency partners to better ensure the highest level of service for Surprise residents and visitors.

Strategy 4.3:

RESPECT NATURE BY PROTECTING CRITICAL WILDLIFE CORRIDORS.

- Implement code and design guidelines for wildlife corridors.
- Follow the identified wildlife corridors listed in the Parks and Recreation Master Plan as new development occurs.
- Engage public and private stakeholders to secure easements and properties which have developable and limited developable potential along wildlife corridors.

Strategy 4.4:

COLLABORATE WITH PARTNERS TO MANAGE THE NEEDS OF OUR SENIOR POPULATION, ADDRESS EDUCATION, POVERTY ISSUES AND MAKE HOMELESSNESS RARE, SHORT- LIVED AND NON-RECURRING.

- Collaboration with the Veterans, Disability & Human Services Commission.
- Coordination with local and regional agencies to address homelessness issues.
- Expansion of programming through the Human Service & Community Vitality Department to specifically address senior citizen/aging issues.

- Collaborate on programs to support veterans, employment, attainable housing and mental health.
- Work to expand offerings of lifelong learning programs, digital equity programs and inclusion programs to enhance citizen access to educational programs.

Strategy 4.5:

IMPROVE RESIDENTS' QUALITY OF LIFE BY REINVESTING IN OUR EXISTING PARKS.

- Provide a diversity of activities at our City parks for the enjoyment of all residents.
- Design for beauty, function and longevity.

- Continuously evaluate the development and potential redevelopment of sports, tourism, event, community and recreation facilities to optimize programming and usage.

Strategy 4.6:

PROMOTE ACTIVE RECREATION, SPORTS AND TOURISM.

- Continue to build and support active recreational programs and facilities.

- Continue to invest in world-class facilities that support recreational, amateur and professional sports.

Strategy 4.7:

PROVIDE A CONNECTED PARK EXPERIENCE THROUGH THE DEVELOPMENT OF AN OVERALL PARK SYSTEM FRAMEWORK.

- Capitalize on the linear nature of our natural wash corridors and man-made features.

- Create a citywide framework of connected parks, greenways and open spaces that define the city of Surprise.

Strategy 4.8:

PURSUE OPPORTUNITIES TO CREATE NEW PARKS AND OPEN SPACE.

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- Protect the health of our natural environment.
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- Develop and examine ways to expand citizen engagement and citizen engagement training opportunities for employees.
- Find creative and innovative ways to engage residents, including public events hosted by the City for Capital Improvement Projects, public hearings and notices, etc.
- Continually measure community engagement and satisfaction in tangible ways, including through community surveys.



SURPRISE
ARIZONA

surpriseaz.gov/StrategicPlan

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City Council Strategic Plan Update

November 21, 2023

City Council Strategic Plan

Mission: Develop a high standard of community life through shared vision, superior service, and sustainable practices.



SAFE AND HEALTHY
COMMUNITY



TRANSPORTATION



ECONOMIC AND
CULTURAL
VITALITY



COMMUNITY
LIVABILITY & LIFE-
LONG LEARNING



STEWARDSHIP

City Council Strategic Plan - Focus

1. Safe and Healthy Community

- Maintain a safe and healthy community amid historical growth.

2. Transportation

- Develop an efficient, cost effective, multi-modal transportation system that provides connectivity to the region; ease of movement into, within and out of Surprise; and supports a high standard of community life.

3. Economic & Cultural Vitality

- Promote a healthy economy through strategies that add employment; attract new businesses and capital investment; support opportunities for veterans and people of all abilities and income levels to thrive; and provide tourism and cultural opportunities.

4. Community Livability & Life-Long Learning

- Provide a high quality residential and business-built environment; revitalize at-risk communities and assist vulnerable populations; collaborate with K-8 schools, skill centers and higher educational institutions to support innovative services/programs and learning opportunities for all ages.

5. Stewardship

- Foster a culture of transparency and fiscal responsibility in managing resources and providing excellent municipal services resources.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You