



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, March 5, 2024 @ 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

DUSD Essay contest winners

Social Work Proclamation

E. City Manager Report

The City Manager may present a brief summary of current events, including recognition of community members, employees, and programs, pursuant to A.R.S. § 38-431.02(K). The City Council will not discuss or take action on any matter within the City Manager Report.

F. City Clerk Report

1. Citywide 2024 Elections Update

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:

- | | | | |
|-----|------------|---|--|
| 2. | Internal | Consideration and action to approve the February 20, 2024 Regular City Council Meeting, and Work Session Minutes. | Kristi Passarelli
City Clerk |
| 3. | Internal | Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) with the City of Glendale for joint public safety training and intergovernmental cooperation in public safety matters; Resolution #2024-37 | Brenden Espie
Fire - Medical |
| 4. | Citywide | Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) for participation in the Arizona Child Abduction Response Team (AZCART) and the City of Surprise Police Department to become a receiving and contributing member of a task force of specialized investigators who will provide investigative, preventive law enforcement primarily concerning cases involving abducted or at-risk children; Resolution 2024-36. | Benny Pina
Police |
| 5. | Citywide | Consideration and action pertaining to a Fiscal Year 2024 budget amendment by reallocating appropriations of \$8,000 from contingency within the General Operations Fund to project G31366 FFY24 JLEO within the Grants Fund to cover the overtime for one Surprise Police Officer to participate in the U.S. Marshals Service Joint Law Enforcement Operations (JLEO) Task Force activities; Resolution #2024-35. | Benny Pina
Police |
| 6. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Happy Valley Road Phase 4, generally located at Happy Valley Road between North 163 rd Avenue and North 155 th Avenue; Resolution # 2024-30. | Kristin Tytler
Public Works |
| 7. | District 4 | Consideration and action pertaining to granting a Utility Easement to APS to service the Heritage Senior Apartments at Nash Street and Santa Fe Drive. | Lloyd Abrams
Community Development |
| 8. | District 4 | Consideration and action pertaining to Granting a Utility Easement to APS to service the Surprise Multigenerational Community Center at Hollyhock and Santa Fe Drive. | Lloyd Abrams
Community Development |
| 9. | District 4 | Consideration and action pertaining to approval of the Final Plat entitled, "Carmen Court" and dated January 5, 2024, a property located north of the northwest corner of Santa Fe Drive and Nash Street; Case FS22-1366. | Jani Wertin
Community Development |
| 10. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "Heritage Asante – Parcel 14" and received December 14, 2023, a property generally located south of Freedom Way and west of Asante Blvd; Case FS23-0463. | Leslie Carnie
Community Development |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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|-----|----------|--|--------------------------------------|
| 11. | Citywide | Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to revise sections to clarify the readability, provide better interpretation, or remove | Jani Wertin
Community Development |
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conflicts with other sections of the Land Development Ordinance related to that given regulation; Ordinance No. 2024-03.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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|-----|----------|--|-------------------------------------|
| 12. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 Budget by moving budget authority of \$100,000 from General Contingency to project N59040 Tourism Feasibility Study in the Tourism Fund to determine the viability of an extended partnership opportunity with Dysart Unified School District's Vista Center for the Arts; Resolution #2024-32. | Kendra Pettis
Sports and Tourism |
| 13. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget moving budget authority of \$50,000 from General Contingency to project N59050 in the Sports and Tourism Fund, amending the fiscal year 2024 Contract Awarding Authority List by increasing the #24695 Vista Events item to \$100,000, and authorizing an inter-fund cash transfer in the amount of \$50,000 from the General Fund to the Sports and Tourism Fund; Resolution #2024-40. | 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 February 29th, 2024 @ 10:00 AM

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: March 5, 2024
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: March 5, 2024
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person:
District: Citywide

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

DUSD Essay contest winners

Motion:

N/A

Background:

Partner with Dysart USD on student essay contest.

Objective Analysis:

N/A

Policy Compliant:

N/A

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:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 5, 2024
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person:
District: Citywide

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

Social Work Proclamation

Motion:

N/A

Background:

Proclamation for Social Workers

Objective Analysis:

N/A

Policy Compliant:

N/A

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:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 5, 2024
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:
City Manager sub-text

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 5, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
2024 Elections Update

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: March 5, 2024
Submitting Department: City Clerk
Staff Recommendations:

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 February 20, 2024 Regular City Council Meeting, and Work Session Minutes.

Motion:

I move to approve the February 20, 2024 Regular City Council Meeting, and Work Session Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 5, 2024
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Brenden Espie, FIRE CHIEF
District: Internal

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

Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) with the City of Glendale for joint public safety training and intergovernmental cooperation in public safety matters; Resolution #2024-37

Motion:

I move to approve Resolution #2024-37.

Background:

Since 2006, the City of Surprise has been an active partner in the Glendale Regional Public Safety Training Center (GRPSTC) through an Intergovernmental Agreement (IGA). In addition to the IGA partnership, the Fire and Police departments participate in joint public safety training through another IGA with the City of Glendale and its other partners. Moving forward, the departments desire to continue the joint training facilitated by this newly established IGA.

Objective Analysis:

By maintaining the training IGA, the City ensures ongoing skill development, knowledge sharing, and operational synergy among all participating entities. This commitment reflects the City's dedication to excellence in emergency preparedness and response within the community.

Policy Compliant:

This request is compliant with all city policies.

Financial Impact:

There is no financial impact at this time. Under this agreement, the City will be charged up to \$4,500 per employee that attends the training. However, both Fire and Police have budgeted ongoing funds in the general fund to cover the costs for their respective portion for their participation in this IGA.

Budget Impact:

There is no budget impact for FY24. The ongoing costs incurred through this IGA are part of the current and future Fire-Medical and Police budgets. Future cost increases, if any, will be included in future budget requests packages.

FTE Impact:

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

ATTACHMENTS:

1. 2024-37 Resolution-City of Glendale Training IGA
 2. GRPSTC Training IGA Updated ME 2.7.2024
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RESOLUTION # 2024-37

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF
GLENDALE FOR PUBLIC SAFETY TRAINING.**

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate fire service training and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies, police departments, and fire districts participating in this Agreement, to work together for the mutual benefit of the public, the City of Surprise community, and all the Surprise Fire-Medical personnel; and,

WHEREAS, the City of Surprise Fire-Medical department desires to participate in Glendale Public Safety Training to provide emergency fire, medical, law enforcement and other services,

WHEREAS, the City desires the participation of the Surprise Fire-Medical department to provide emergency fire, medical, and other services,

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the City of Glendale, attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

SIGNATURES ON THE FOLLOWING PAGE

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GLENDALE AND FOR PUBLIC SAFETY TRAINING

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
FOR PUBLIC SAFETY TRAINING**

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2024, by and between the City of Glendale, for and on behalf of the Glendale Fire Department ("City") and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as "Participants," or "Agencies," and sometimes referred to individually as "Participant" or "Agency"). Collectively, the City and the Agencies shall be designated as "Parties". The initial Participants are listed in Exhibit C of this Agreement, which shall be amended upon the addition of new members as set forth herein.

RECITALS

- A. WHEREAS** the City Manager of Glendale is authorized and empowered by provisions of the City Charter to execute contracts; and,
- B. WHEREAS** the City and the Agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Article 1 Section 3, of the Charter of the City of Glendale; and,
- C. WHEREAS** agreements for fire service training and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,
- D. WHEREAS**, it is the desire of the municipalities, governmental jurisdictions, agencies, police departments, and fire districts participating in this Agreement, to work together for the mutual benefit of the public, Agency's community, and all the Agency's personnel; and,
- E. WHEREAS** the Agency desires to participate in Glendale Public Safety Training to provide emergency fire, medical, law enforcement and other services,
- F. WHEREAS** the City desires the participation of the Agency to provide emergency fire, medical, and other services; and, more effectively.

AGREEMENT

Therefore, in consideration of the mutual promises, inducements, covenants, agreements, conditions, and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Parties desire to enter into this Agreement for the purpose of enabling them to conduct and participate in public safety training hosted by the City. Fire service training includes but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (H2M) Certification Training, EMT/Paramedic Recertification Training, and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education. Law Enforcement training includes but is not limited to: Pre-academy, Post-academy, Drivers' Training, Firearms Training as well as in-service and certification maintenance training.

ARTICLE II. STATEMENT OF SERVICES

1. Service Training:

The City will provide fire service training and follow-up continuing education as outlined in Exhibit A, Fire Service Training Menu. The City may provide law enforcement training and follow-up continuing education from time to time.

2. Availability of Training:

Nothing in this Agreement creates an obligation or otherwise requires the City to host training, or to provide an opportunity in any training class to the Agency.

3. Training Records:

The City will provide original training records for the Agency's personnel upon the completion of any training being provided, or upon termination of the Agency personnel's attendance in the training program. The City will maintain records of lesson plans, class rosters, and other documentation common to the class when the law, fire or police service standards, or best practices require or make reasonable and prudent the preservation of such information.

4. Equipment and Assistance with Training:

4.1 The City shall specify the equipment and materials ("Required Equipment") that the Agency must provide to its employees, or that the Agency employees must have to participate in any training program. The Agency's employees must have the required equipment as a condition of participation in the training program.

4.2 Upon reasonable request, the Agency will provide the City with instructors for assistance. When the Agency has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by the City, the Agency will allow the City to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions by the Agency, to the extent applicable, will be considered in determining the Training Fees.

5. Discipline, Academic Requirements and Skill Performance Standards:

5.1 The City reserves the right, in its sole discretion, to determine whether the Agency employees are maintaining the minimum requirements or performances necessary to continue in the training. The City may remove an Agency employee for City Human Resource policy violations and/or performance deficiencies. The City reserves the right, in its sole discretion, to decide whether Agency employees should remain in the training. Such decisions will be made in consultation with the Agency. In the event a student is removed for failure to abide

by training or affiliated training location or vendor academic, ethical, or disciplinary standards applicable to all fire service training students, the employing party will remain responsible for full payment of contractual training fees. Removal from training is apart and independent from whether the impacted employee is disciplined or terminated by the employing Agency.

- 5.2 Employees of all Parties shall be subject to the same standards for purposes of training and academics. If an Agency employee is suspected of having engaged in misconduct while in training being conducted by the City, the City shall report the suspected misconduct to the Agency as soon as practicable. The City will be responsible for conducting any appropriate investigation. The employee's agency will determine employee discipline, if any.
- 5.3 The City has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the Agency's employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to City controlled training and City owned training locations , (5) the facility and location of site-specific training, (6) the assignment and use of any Agency provided instructors, staff, or equipment.
- 5.4 The Parties understand and agree that the City will determine the training program curriculum to satisfy City standards. The Agency may request cross-training on the City materials, the presentation of which shall be provided by the Agency's personnel. The Parties further understand and agree that the City will determine the appropriate location necessary to support training programs which, in part, satisfy the City standards. Additional training needs beyond the City standards, which may require additional time and resources, by way of separate agreements will be the sole responsibility of the requesting Agency.
- 5.5 The City will regularly communicate with the Agency on issues that may affect the ability of an Agency's employee to successfully complete the training program, including, but not limited to performance, City policy violations, academics, physical fitness, discipline, requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. The City will advise the Agency, as soon as possible, when it appears that an Agency employee may be subject to being removed from a City training program.

6. AGENCY RESPONSIBILITIES:

Agency agrees to be responsible for ensuring that their employees sent to the City premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

- 6.1 Agency warrants that all Agency employees participating in training are familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all Agency employees participating is sufficient to undertake this training.
- 6.2 Agency warrants that all Agency employees participating in training are familiar with the type of training being conducted and that their training and experience are sufficient to undertake this training.

- 6.3** Agency agrees that prior to receiving City fire training services training or utilizing a City facility for training, Agency employees must sign and submit an Assumption of Risk and Release Agreement City of Glendale Public Safety Service Training Form, Exhibit B.
- 6.4** While on City premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Agency warrants that employees shall comply with all applicable United States Federal, State of Arizona, and Local laws, statutes, and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including the City.
- 6.5** Agency will ensure that Agency employees have required protective gear, uniforms, or other required equipment for the Training Services.
- 6.6** Necessary third-party agreements: Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate agreement to provide clinical rotations, such as in Paramedic Training, the Agency will be solely responsible for making sure their employees are covered under an agreement with the non-City owned training site location and the Agency.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above and shall continue in force for five years.

2. Termination and Cancellation:

Any Agency at their convenience, by written notice, may terminate their participation in this Agreement in whole or in part by providing thirty days (30) written notice to the City. The City, by written notice, may terminate its participation in this Agreement in whole or in part by providing thirty days (30) written notice to the other Agencies. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted and the City will be liable for any refund of payment for services paid for but not received if the City terminates the Agreement. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choose of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved or otherwise related to or arising from this Agreement, will be commenced, and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Terms:

Each provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996:

The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009 and accompanying regulations and will comply with all applicable HIPAA requirements during this Agreement. The Parties warrant that each will cooperate during performance of the Agreement so that the Parties will be in compliance with HIPAA.

5. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, any Party may terminate their participation in this Agreement.

7. No Joint Venture:

No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between any of the Parties.

8. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any Party.

9. Workers' Compensation:

To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.

10. Severability:

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

11. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

12. Drug-Free Workplace:

The Parties will comply with the Drug-Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

13. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

To the extent applicable by law, the Agency is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the City shall ensure that:

14.1 To the extent applicable by law, each subcontractor the City uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

14.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

14.3 To the extent applicable by law, the Agency will have the legal right to inspect the papers of the City and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

ARTICLE V. PAYMENTS

1. Payment and Fees:

For Fire Service Training, each respective Agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each of its employees that attend listed training. This amount may be adjusted at the discretion of the Glendale Fire Chief based on Agency's contribution to the training through the provision of non-monetary resources such as facilities and personnel, recruit training officers, and other factors listed for non-monetary resources.

2. Invoicing:

For Fire Service Training, Glendale Fire Department will invoice Agency, per training class under this Agreement. Agency shall remit all payments to the City of Glendale Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received with five (5) days after the Due Date, Glendale may exercise its right to terminate this Agreement.

3. Fees for Non-Monetary Resources:

3.1 In establishing the Training Fee, the Parties may consider the nature and duration of the training; additional expenses associated with Agency's participation in the training; non-monetary contributions by the Agency in facilities, personnel, or equipment; and the experience, value, and goodwill inherent in the Parties training together. The City's Fire Chief or Police Chief as applicable, has the discretion to waive fees, in whole or part, for the Agency when it is in the best interest of the City.

ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency or Agency's employees.

1.2 Indemnification:

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Parties (each as an "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each Party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save, and hold harmless the other party from and against all Claims

caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII. NOTICES

1. Any notice, consent, or other communication (“notice”) required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as set forth in Exhibit D.

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GLENDALE, a municipal corporation

By: _____
Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF GLENDALE

By: _____
Michael D. Bailey, City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____
Mark Burdick, Fire Chief

ATTEST:

Authority Administrative Director

APPROVED AS TO FORM:

Name, Authority Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____

Authority Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF AVONDALE, a municipal corporation

By: _____
Cherlene Penilla, Acting City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Name, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF AVONDALE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF BUCKEYE, a municipal corporation

By: _____
Daniel Cotterman, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF BUCKEYE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF CHANDLER, a municipal corporation

By: _____
Joshua Wright, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF CHANDLER

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

DAISY MOUNTAIN FIRE & MEDICAL

By: _____
Brian Tobin, Fire Chief

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

DAISY MOUNTAIN FIRE & MEDICAL

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF EL MIRAGE, a municipal corporation

By: _____
Crystal Dyches, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF EL MIRAGE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF FOUNTAIN HILLS, a municipal corporation

By: _____
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF FOUNTAIN HILLS

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GILBERT, a municipal corporation

By: _____
Patrick Banger, Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF GILBERT

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GOODYEAR, a municipal corporation

By: _____
Julie Karins, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF GOODYEAR

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GUADALUPE, a municipal corporation

By: _____
Valarie Molina, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF GUADALUPE

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MARICOPA, a municipal corporation

By: _____
Rick Horst, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF MARICOPA

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MESA, a municipal corporation

By: _____
Chris Brady, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF MESA

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PEORIA, a municipal corporation

By: _____
Jeff Tyne, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF PEORIA

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF QUEEN CREEK, a municipal corporation

By: _____
John Kross, ICMA-CM, Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF QUEEN CREEK

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

RIO VERDE FIRE DISTRICT

By: _____
Jay Ducote, Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

RIO VERDE FIRE DISTRICT

By: _____

District Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SCOTTSDALE, a municipal corporation

By: _____
David D. Ortega, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF SCOTTSDALE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUN CITY FIRE DISTRICT

By: _____
Rob Schmitz, Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

SUN CITY FIRE DISTRICT

By: _____

District Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
John Whitney, Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____

District Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SURPRISE, a municipal corporation

By: _____
Bob Wingenroth, City Manager

ATTEST:

Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF SURPRISE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TEMPE, a municipal corporation

By: _____
Andrew Ching, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF TEMPE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TOLLESON, a municipal corporation

By: _____
Reyes Medrano Jr., City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF TOLLESON

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

LUKE AIRFORCE BASE FIRE DEPARTMENT

By: _____
Darnell Walls, Fire Chief

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

LUKE AIRFORCE BASE FIRE DEPARTMENT

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

DEPARTMENT OF PUBLIC SAFETY (DPS)

By: _____
Colonel Jeffrey Glover, Director

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

DEPARTMENT OF PUBLIC SAFETY (DPS)

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

MARICOPA COUNTY SHERIFF’S OFFICE

By: _____
Chief Deputy Russ Skinner

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

MARICOPA COUNTY SHERIFF’S OFFICE

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF WICKENBURG POLICE DEPARTMENT, a municipal corporation

By: _____
Les Brown, Chief of Police

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF WICKENBURG

By: _____

Town Attorney

Date: _____

EXHIBIT A - FIRE SERVICE TRAINING MENU

Students who have taken the initial training class from the Glendale Fire Department will receive the corresponding continuing education classes, for that course, at no additional charge. This excludes mandatory AZDHS recertifications which remain the responsibility of the Agency.

Firefighter Recruit Training (14-Week Recruit Training Academy)	
Course Overview	Description
Overview	The Glendale Fire Department Recruit Training Academy is conducted over a minimum of 13 weeks with 550 hours of training and meets the requirements of the Regional Automatic Aid IGA.
Scope	Over the course of the firefighter recruit academy the following skills will be covered: ▪ Physical Fitness ▪ Peer Support ▪ EMS Training ▪ Haz Mat / Special Ops ▪ Vehicle Safety ▪ Fireground Skills ○ SCBA ○ Hose Lays ○ Search & Rescue ○ Ventilation ○ Forcible Entry ○ Hose Management ○ Ground Ladders ▪ Live Fire Training ○ Intro to Heat ○ Flashover ○ Functional Burns ○ Car Fires ▪ Ladder Functions ○ Extrication ○ Salvage & Overhaul ○ Commercial Ventilation ▪ Building Construction ▪ High Rise ▪ Fireground Survival ▪ Power & Hand Tools ▪ Communications ▪ Tactics ▪ Utilities

	▪ Violent Incident Training ▪ Extinguishers ▪ Cancer Awareness & prevention ▪ Safety ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface ▪ Mental Health / Peer Support
Course Length	14-16 weeks (dependent on City Holidays) 550 Hours - M-F 0700-1600
Prerequisites	Arizona State EMT IAFF Certified CPAT CPR Certification: ▪ American Heart Association (AHA) - Health Care Provider ▪ American Red Cross (ARC) - CPR for the Professional Rescuer ▪ National Safety Council (NSC) – Equivalent Qualification
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the academy. At the end of the recruit training academy, recruits who have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process. The Arizona Center for Fire Service Excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months.
Evaluation Strategy	Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits.
Instructor Certification	The Glendale Fire Recruit Training Academy is taught by Regional Fire Captains and subject matter experts in not more than a 4 to 1 student/instructor ratio. It is recommended that instructors obtain EDU250 from the MCCC and Fire Instructor 1 certification.
Cost	\$4,500 per recruit If a participating regional City sends a Recruit Training Officer (RTO) for the length of the academy the price for 1 recruit will be waived per RTO participating.

EXHIBIT B - ASSUMPTION OF RISK AND RELEASE AGREEMENT

ASSUMPTION OF RISK AND RELEASE AGREEMENT CITY OF GLENDALE PUBLIC SAFETY TRAINING

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

I, _____ hereby agree as follows:

1. Risk of Activity. I understand that participation in training exercises (“Activities”) with the City of Glendale and its affiliated training vendors (“City”), at the City and or affiliated vendor locations (“Site(s)”) involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training. I represent that to the best of my knowledge my health and physical condition are excellent and that I am physically capable of participating in Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the City. I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by the City or otherwise.
2. Waiver of Liability. I understand the City is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge City, its officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.
3. Health and Safety.
 - a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site.
 - b. I have arranged, through insurance, or otherwise, to meet any and all needs for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand City is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, City is not responsible for the cost or quality of such treatment or care.
 - c. Subject to medical decision-making, Corrective Action and Preventive Action (CAPA) I acknowledge and understand City may, but is not obligated to, take any action it considers warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release City from any liability for any actions taken.

4. Standard of Conduct. I agree to comply with all City's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the City of Glendale Fire Department Rules and Regulations, as amended. I waive and release all claims against City for my failure to remain under the supervision of City personnel or to comply with such rules, standards, and instructions.
5. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify City, its officials, officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.
6. INDEMNITY: I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD- PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE REALEASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND THE RELEASEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.
7. No Joint Venture: I understand that no term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties. I further understand that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of the City. I understand that where I am included as a "student" that does not deem me to be an employee or agent of the City.
8. Workers Compensation: For the purposes of workers' compensation coverage, the agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Waiver shall be the agency solely liable for payment of all approved workers' compensation and related benefits.
9. If any one or more of the provisions in this waiver are determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this waiver, and this waiver shall be construed as if such invalid provision had never been contained in this waiver. In any legal action in connection with this waiver, the exclusive venue shall be in the courts of Maricopa County,

Arizona and this waiver shall be construed in accordance with the laws of the State of Arizona.

I have carefully read this Release Form and sign it voluntarily. No representations, statements, inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt by City and shall be governed by and construed in accordance with the laws of the State of Arizona including City's Charter and Municipal Ordinances. Venue for any action relating to or arising out of this agreement shall be in the Court for the City and County of Maricopa.

Executed on this date. _____

By _____

Printed Name as Individual

Signature

Witness Printed Name Witness

Signature

Name of Department or Agency

EXHIBIT C – AUTOMATIC AID SYSTEM PARTICIPANTS

PARTICIPANT		DATE APPROVED
1	Arizona Fire and Medical Authority	
2	Avondale Fire and Medical	
3	Buckeye Fire and Medical	
4	Chandler Fire Department	
5	Daisy Mountain Fire and Medical	
6	El Mirage Fire Department	
7	Fountain Hills Fire Department	
8	Gilbert Fire Department	
9	Glendale Fire Department	
10	Goodyear Fire Department	
11	Guadalupe Fire Department	
12	Luke Air Force Base Fire Department	
13	Maricopa Fire Department	
14	Mesa Fire and Medical Department	
15	Peoria Fire-Medical Department	
16	Phoenix Fire Department	
17	Queen Creek Fire & Medical Department	
18	Rio Verde Fire District	
19	Scottsdale Fire Department	
20	Sun City Fire & Medical Department	
21	Superstition Fire & Medical District	
22	Surprise Fire-Medical Department	
23	Tempe Fire Medical Rescue Department	
24	Tolleson Fire Department	
25		
26		

EXHIBIT C – OTHER TRAINING PARTICIPANTS

PARTICIPANT		DATE APPROVED
1		
2		

EXHIBIT C – OTHER TRAINING PARTICIPANTS FOR PD SIDE

PARTICIPANT		DATE APPROVED
1	Department of Public Safety (DPS)	
2	Maricopa County Sheriff's Office (MCSO)	
3	Wickenburg Police Department	

EXHIBIT D – AGENCIES CONTACT INFORMATION

AGENCY CONTACT INFORMATION	
Arizona Fire and Medical Authority 18818 N. Spanish Garden Drive Sun City West, AZ 85375	Attn: Mark Burdick, Fire Chief Phone: 623.544.5499 Fax: 623.544.5455
Avondale Fire and Medical 125 S. Avondale Blvd. Suite 100 Avondale, AZ 85323	Attn: Larry Rooney, Fire Chief Phone: 623.333.6101 Fax: None
Buckeye Fire and Medical 21699 N. Yuma Rd., Ste. 101 Buckeye, AZ 85326	Attn: Jake Rhoades, Fire Chief Phone: 623.349.6723 Fax: 623.349.6750
Chandler Fire Department P.O. Box 4008, Mail Stop 801 Chandler, AZ 85244	Attn: Tom Dwiggin, Fire Chief Phone: 480.782.2136 Fax: 480.782.2125
Daisy Mountain Fire and Medical 41018 N. Daisy Mountain Dr. Anthem, AZ 85086	Attn: Brian Tobin, Fire Chief Phone: 623.465.7400 x 120 Fax: 623.551.5265
El Mirage Fire Department 13601 N. El Mirage Rd. El Mirage, AZ 85335	Attn: Mike Long, Fire Chief Phone: 623. 251.3509 Fax: 623. 583.8257
Fountain Hills Fire Department 16426 E Palisades Blvd Fountain Hills, AZ 85268	Attn: Dave Ott, Fire Chief Phone: 480.837.9820 Fax: 480.837.3145
Gilbert Fire Department 85 E. Civic Center Drive Gilbert, AZ 85296	Attn: Rob Duggan, Fire Chief Phone: 480.503.6332 Fax: 480.503.6360
Glendale Fire Department 11550 W. Glendale Ave Glendale, AZ 85307	Attn: Ryan Freeburg, Fire Chief Phone: 623.930.4401 Fax: 623.847.5313
Goodyear Fire Department 14455 W Van Buren St. E-102 (P.O. Box 5100) Goodyear, AZ 85338	Attn: Paul Luizzi, Fire Chief Phone: 623.882.7109 Fax: None
Guadalupe Fire Department 9241 S. Avenida Del Yaqui Guadalupe, AZ 85283	Attn: Wayne Clement, Fire Chief Phone: 480.505.5389 Fax: None
Luke Air Force Base Fire Department 20340 N. Estrella Pkwy Maricopa, AZ 85139	Attn: Darnell Walls, Fire Chief Phone: 623.856.7424 Fax: 623.856.3004
Maricopa Fire Department 20340 N. Estrella Pkwy Maricopa, AZ 85139	Attn: Brad Pitassi, Fire Chief Phone: 520.494.2399 Fax: 520.568.1415
Mesa Fire and Medical Department 13 W. 1st Street Mesa, AZ 85201	Attn: Mary Cameli, Fire Chief Phone: 480.644.2101 Fax: 480.644.4460

Peoria Fire-Medical Department 8401 West Monroe Street Peoria, AZ 85345	Attn: Gary Bernard, Fire Chief Phone: 602.354.6420 Fax: 602.773.7294
Phoenix Fire Department 150 S. 12 th Street Phoenix, AZ 85034	Attn: Mike Duran, Fire Chief Phone: 602.256.3189 Fax: None
Queen Creek Fire & Medical Department 22358 S. Ellsworth Road Queen Creek, AZ 85142	Attn: Vance Gray, Fire Chief Phone: 480.358.3372 Fax: 480.358.3133.
Rio Verde Fire District 25608 N. Forest Road Rio Verde, AZ 85263	Attn: Scott Krushak, Fire Chief Phone: 480.361.3573 Fax: 480.471.1821
Scottsdale Fire Department 8401 E. Indian School Road Scottsdale, AZ 85251	Attn: Tom Shannon, Fire Chief Phone: 480.312.1821 Fax: 480.312.1887
Sun City Fire & Medical Department 18602 N. 99th Avenue Sun City, AZ 85373-1436	Attn: Rob Schmitz, Acting Fire Chief Phone: 623.974-2321 Fax: 623.972.1996
Superstition Fire & Medical District 565 N. Idaho Road Apache Junction, AZ 85119-4014	Attn: John Whitney, Fire Chief Phone: 480.982.4440 x121 Fax: 480.982.0183
Surprise Fire-Medical Department 14250 W. Statler Plaza Ste. 101 Surprise, AZ 85374	Attn: Brenden Espie, Fire Chief Phone: 623.222.5027 Fax: 623.222.5001
Tempe Fire Medical Rescue Department 1400 E. Apache Blvd, 85281 Tempe, AZ 85280	Attn: Greg Ruiz, Fire Chief Phone: 480.858.7212 Fax: 480.858.7214
Tolleson Fire Department 203 N. 92nd Avenue Tolleson, AZ 85353	Attn: Rudy Mendoza, Interim Fire Chief Phone: 623.936.2742 Fax: None

Department of Public Safety (DPS) 2222 W. Encanto Blvd. Phoenix, AZ 85009	Attn: Col. Jeffrey Glover, Director Phone: 602.223.2000 Fax: None
Glendale Police Department 6835 N 57th Drive Glendale, AZ 85301	Attn: Chris Briggs, Chief of Police Phone: 623.930.3059 Fax:
Maricopa County Sheriff's Office (MCSO) 550 West Jackson Phoenix, AZ 85003	Attn: Chief Deputy Russ Skinner Phone: 602.876.1000 Fax:
Wickenburg Police Department 1980 W Wickenburg Way Wickenburg, AZ 85390	Attn: Les Brown, Chief of Police Phone: 928.684.5411 Fax: 928.259.2416



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 5, 2024
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
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 Intergovernmental Agreement (IGA) for participation in the Arizona Child Abduction Response Team (AZCART) and the City of Surprise Police Department to become a receiving and contributing member of a task force of specialized investigators who will provide investigative, preventive law enforcement primarily concerning cases involving abducted or at-risk children; Resolution 2024-36.

Motion:

I move to approve Resolution #2024-36.

Background:

The Surprise Police Department agrees to designate at least one sworn law enforcement officer along with supporting equipment to render law enforcement assistance to/from other AZCART agencies in dealing with serious violations including but not limited to the investigation, arrest, and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment and similar or related violations not limited to the rescue of abducted child/children and the seizure and forfeiture of assets of those engaged in child abduction or supporting such activity

Objective Analysis:

Acceptance of this agreement is advantageous to the city due to the proximity of each AZCART member's location and the ability to receive mutual aid from a task force of specialized investigators primarily concerning cases involving abductive or at-risk children. The one negative to entering this agreement is the time spent away attending AZCART meetings and trainings.

Policy Compliant:

This action is consistent with City and Council Policy. The City regularly partners with other government entities when it is beneficial to do so.

Financial Impact:

Each party is responsible for all associated costs accrued in implementing this agreement. Such costs include, but are not limited to, employee salary, shift differential pay, overtime compensation, benefits, vehicles, and equipment.

Budget Impact:

The FY2024 adopted budget includes appropriations for expenses related to this agreement, and therefore, does not require a budget amendment.

FTE Impact:

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

ATTACHMENTS:

1. 24.02.26 Res 2024-36 -AZCART IGA accepted 021324 (1)
 2. 24.02.26 AZCART IGA FY 2021 to 2030 (1)
-

RESOLUTION # 2024-36

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE CITY OF SURPRISE POLICE DEPARTMENT TO BECOME A RECEIVING AND CONTRIBUTING MEMBER OF A TASK FORCE OF SPECIALIZED INVESTIGATORS WHO WILL PROVIDE DEDICATED, INVESTIGATIVE, AND PREVENTIVE LAW ENFORCEMENT PRIMARILY CONCERNING CASES INVOLVING ABDUCTIVE OR AT-RISK CHILDREN.

WHEREAS, the City agrees to designate at least one sworn law enforcement officer along with supporting equipment to render law enforcement assistance to/from other AZCART agencies;

WHEREAS, each party is responsible for all associated costs accrued in implementing this agreement. Such costs include, but are not limited to, employee salary, shift differential pay, overtime compensation, benefits, vehicles, and equipment.

WHEREAS, this agreement shall become effective upon execution by the parties hereto and filing with the appropriate County Recorder and shall remain in effect until June 30, 2030;

WHEREAS, the City and the Police Department desire to enter into this agreement;

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

WHEREAS, this action will not necessitate a budget amendment; and

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

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

Section 1. The Intergovernmental Agreement to facilitate the City of Surprise's participation in the Arizona Child Abduction Response Team (AZCART), attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-36

Exhibit A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND
ARIZONA CHILD ABDUCTION RESPONSE TEAM (AZCART)**

1 **INTERGOVERNMENTAL AGREEMENT**
2 **FOR PARTICIPATION IN THE ARIZONA CHILD ABDUCTION RESPONSE TEAM**
3

4 This Agreement is entered into pursuant to A.R.S. §§11-951, *et seq.*, and A.R.S. §13-3872 by
5 and among any and all Cities, Towns Agencies and other entities that have signed, recorded and
6 entered into this agreement.
7

8 The aforementioned entities shall hereinafter be known collectively as the Arizona Child
9 Abduction Response Team (AZCART). Any other public agencies, as that term is defined in
10 A.R.S. § 11-951, which after invitation by AZCART, comply with the provisions of A.R.S.
11 §§11-951 *et seq.* and subsequently signs this Agreement shall become Parties to this Agreement.
12 As new agencies are invited and agree to sign this agreement, AZCART will be sure to update
13 and distribute its list of member agencies. Each AZCART agency shall provide a copy of its
14 fully executed agreement to every other member agency. In addition to the above, all subsequent
15 parties to this Agreement will be included in any collective reference to and will also be
16 collectively known as, or referred to as, one of the "Parties" hereto.
17

18 **I. PURPOSE AND INTENT OF AGREEMENT**
19

20 The purpose of this Agreement is to create an Arizona Child Abduction Response Team
21 (AZCART). The primary goal of the Arizona Child Abduction Response Team is to provide a
22 pool of specialized investigators, who are available to focus dedicated and intensive
23 investigative, preventative, and general law enforcement efforts, primarily concerning cases
24 involving abducted or at-risk missing children. AZCART and other Arizona law enforcement
25 agencies may request and render law enforcement assistance to/from other AZCART agencies in
26 dealing with serious violations of law including, but not limited to: the investigation, arrest, and
27 prosecution of those involved in criminal child kidnapping, abduction, false imprisonment, and
28 similar or related violations (utilizing state and federal law and prosecutions, as appropriate); the
29 rescue of the abducted child or children; and the seizure and forfeiture of assets of those engaged
30 in child abduction or otherwise supporting such activity, utilizing applicable state and federal
31 forfeiture laws, as may be appropriate).
32

33 Additionally, the location of each Party's jurisdiction in relation to each other makes it
34 advantageous to enter into this Agreement, in order to receive and extend mutual aid in the form
35 of law enforcement services and resources, to respond to continuing, multi-jurisdictional
36 criminal activity such as that described above.
37

38 **II. AUTHORITY TO ENTER INTO THIS AGREEMENT**
39

40 A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S.
41 §§11-951 *et seq.*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal
42 Constitution, or other governing statute or authority.
43

If any Native American community requests AZCART assistance, consideration should be given for granting all assisting AZCART team members tribal peace officer authority for the duration of the AZCART activation within the applicable tribal jurisdiction if and when required.

III. CART ACTIVATION, PROCEDURES AND RESOURCES

A. Any Party to the Agreement or authorized representative of any Arizona law enforcement agency may request activation of AZCART. An activation can include but is not limited to: a Limited Team (Hasty Team) call out for the purposes of consulting with the primary jurisdiction or a branch-only call out for conducting a specific task, a Technical Team call out for cell tower analysis, foreign language translation, dedicated forensic interviews, specialized equipment, etc., or a Full Team call out for neighborhood and roadside canvassing, criminal investigation assistance, lead management assistance, area searches, crime scene management assistance, intelligence gathering, etc..

It shall be the responsibility of the Party or authorized representative requesting activation to contact the designated Google Voice number of 480-442-2784 to be put in touch with the AZCART State Coordinator or designee for vetting of the request for activation.

The criteria for an AZCART activation include one or more of the following: a confirmed or suspected non-family child abduction, a confirmed or suspected family or non-custodial parent abduction with endangerment circumstances, and/or any other at-risk missing child investigation requiring immediate response in order to protect the life or well-being of a child as determined by the AZCART State Coordinator or designee.

Endangerment circumstances are defined as: when a child's life or well-being is perceived to be at risk due to violence or health conditions and/or if the abducting party has the potential for violence or is expected to otherwise endanger the child. At-risk factors can include but are not limited to: child is deemed special needs due to a medical diagnosis or diagnosed behavioral condition, child has a life-threatening health condition, child is medicine/drug dependent, child is 13 years of age or younger therefore at risk of exploitation, signs are present consistent with sexual exploitation, or child is absent in a way inconsistent with established patterns of behavior without explanation, etc.

B. The Agency that has legal jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular AZCART activation with support from AZCART agencies.

C. One lead AZCART State Coordinating Agency led by a AZCART State Coordinator as well as two branch (Northern and Southern) coordinating agencies each led by a AZCART Branch Coordinator will be selected by the AZCART Steering Committee members subject to final approval of chief law enforcement officers (chiefs) of the AZCART agencies selected on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. The individual State or applicable Branch Coordinator will be selected by that coordinating agency. In the event that a State or Branch AZCART Coordinator is unable to

complete his or her term due to retirement, resignation from his or her agency, change in primary assignment, promotion, or for any other reason, the coordinating agency should name a replacement coordinator from within their agency to fulfil the remainder of the year term.

D. The AZCART State Coordinating Agency will have primary responsibility over maintaining U.S. Department of Justice certification, compliance, and reporting, as well as maintaining IGA compliance within Arizona. The State Coordinating Agency will handle primary vetting of AZCART activation requests to ensure criteria have been adequately met. The State Coordinating Agency will have primary responsibility for AZCART activations in Maricopa, Yuma, Pinal, La Paz, Gila, Graham and Greenlee Counties. The AZCART State Coordinating Agency will provide oversight and support to any Northern or Southern AZCART Branch activation. The AZCART Northern Branch Coordinating Agency falls under the responsibility and oversight of the State Coordinating Agency and will have primary responsibility over coordinating the response for AZCART activations in Mohave, Coconino, Yavapai, Navajo and Apache Counties. The AZCART Southern Branch Coordinating Agency falls under the responsibility and oversight of the State Coordinating Agency and will have primary responsibility over the response for AZCART activations in Pima, Santa Cruz and Cochise Counties.

E. The AZCART State and Branch Coordinators or designees will be responsible for coordinating on-going training, meetings or other necessary supporting functions in support of the operational effectiveness of AZCART. The AZCART State Coordinator shall be responsible for mediating any jurisdictional or AZCART activation disputes between the Parties during an AZCART activation. In the event such mediation fails, the issue shall be brought to the attention of the applicable AZCART Chiefs and/or Sheriffs or their designees for appropriate resolution.

F. Each Party shall, to the best of its ability, designate at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any AZCART activation. Each Party shall designate a primary AZCART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other AZCART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, an AZCART agency may provide officers not normally designated as AZCART members in support of an AZCART activation.

G. Each Party shall have the sole discretion to determine how many and/or how long any of its personnel or resources shall be assigned in support of an AZCART activation.

H. Each Party shall have the ability to have representation on the AZCART Steering Committee. The AZCART Steering Committee shall be run by the current State Coordinating Agency and is responsible for meeting quarterly either in person or virtually at the discretion of the State Coordinating Agency. AZCART Steering Committee meetings shall serve the purpose of discussing AZCART related matters, soliciting feedback on current and past AZCART activations, preparing quarterly training for AZCART membership as well as soliciting and selecting suitable agencies for rotation as State or Branch Coordinating Agencies. In the event multiple agencies desire to be the State or Branch Coordinating Agency a majority vote of the

AZCART Steering Committee at the designated 4th quarterly meeting shall make the determination with the vote of the current AZCART State Agency acting as a tiebreaker if needed. In the event not all replacement coordinating agencies are identified by the 4th quarterly meeting, the current State or Branch Coordinating Agency will have the option of remaining in place on a month-to-month basis until a replacement agency is found. If a Branch Coordinating Agency cannot be determined, then those activation responsibilities will fall back under the State Coordinating Agency until a replacement is found.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies, to include, but are not limited to, employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NON-DISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, that all persons, regardless of race, color, religion, sex, age, marital status, sexual orientation,, gender identification or expression, genetic characteristics, familial status, national origin or political affiliation, U.S. military veteran status or disability, shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgement made against that party to the extent arising from any negligent, reckless or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

To the extent permitted by law, each Party does hereby covenants and agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to

comply with the terms of this Agreement shall not provide the basis of any third-party action against any of the Parties.

VII. DISPUTES/GOVERNING LAW JURISDICTION/VENUE

All parties to this Agreement shall make every effort to resolve conflicts with the parties involved. If settlement is not obtained, then parties may submit a grievance to litigation. The laws of the State of Arizona shall govern this Agreement. If a dispute arises under this agreement, which cannot be resolved by the Parties, it shall be resolved by litigation. Jurisdiction will be in the State of Arizona. venue will be in the Maricopa County Superior Court, unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney's fees, expert witness fees and other reasonable costs of litigation.

VIII. DURATION AND CANCELLATION OF AGREEMENT

A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until June 30, 2030, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty calendar days' written notice to the other Parties to the Agreement.

B. This Agreement may be administratively extended by each Party at the direction of the applicable legislative body with the recommendation of the chief law enforcement officer for each Party on or before the Termination date for a period of an additional five years by notifying the other Parties in writing. Any Party which fails to do so by the termination date listed above shall no longer be a Party to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. 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.

XI. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, an employee of a public agency, as defined in section 11-951, who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies as provided in section 11-952, is deemed to be an employee of both public agencies for the purposes of this section. The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section.

XII. OTHER PROVISIONS

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This Agreement shall be recorded with the appropriate County Recorder as described above upon its execution and a copy shall be forwarded to each Party.

D. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to individually and outside of this Agreement, or as otherwise allowed for by law, provide, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XIV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. Each party to this agreement shall receive notice to the Chief of Police and to City or Town Attorneys for that jurisdiction.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on

_____.

City of Surprise

By: _____
Skip Hall
Mayor

ATTEST:

Kristi Passarelli
City Clerk

312

313 APPROVED AS TO FORM:

314

315

316 _____
Robert Wingo

317 City Attorney

318

319

320 Reviewed By: _____

321 Benny Pina

322 Police Chief

323

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of Surprise

By: _____

Robert Wingo

City Attorney

Date: _____



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 5, 2024
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Consideration and action pertaining to a Fiscal Year 2024 budget amendment by reallocating appropriations of \$8,000 from contingency within the General Operations Fund to project G31366 FFY24 JLEO within the Grants Fund to cover the overtime for one Surprise Police Officer to participate in the U.S. Marshals Service Joint Law Enforcement Operations (JLEO) Task Force activities; Resolution #2024-35.

Motion:

I move to approve Resolution #2024-35.

Background:

The Surprise Police Department will receive \$8,000 in overtime funding from the U.S. Department of Justice, U.S. Marshals Service to cover overtime expenses associated with the participation of one Surprise Police Officer in the Joint Law Enforcement Operations (JLEO) Task Force from October 13, 2023, to September 30, 2024.

Objective Analysis:

Acceptance of this funding will provide reimbursement of overtime expenses for one Surprise Police Officer's participation in the activities of the JLEO task force. The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

This action is consistent with City and Council Policy. The City regularly partners with other government entities when it is beneficial to do so.

Financial Impact:

Acceptance of this IGA will provide one-time funding to be used solely for overtime expenses incurred as a result of participation in the JLEO Task Force. There is no city-match requirement; however, all employee related expenses associated with this overtime will be absorbed by the Police Department's current operating budget.

Budget Impact:

The FY2024 adopted budget did not include appropriations for revenue and expenses related to the FFY2024 U.S. Marshals JLEO IGA. Acceptance of this IGA will require an amendment to the Fiscal Year 2024 budget by moving budget authority of \$8,000 from General Contingency to project G31366 in the Grants Fund. 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. 24.02.26 JF RV- Res 2024-35 DOJ US Marshals Service OT JLEO IGA
 2. usm607 - Surprise02132024
-

RESOLUTION # 2024-35

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY REALLOCATING APPROPRIATIONS OF \$8,000 FROM CONTINGENCY TO PROJECT G31366 WITHIN THE GRANTS FUND FOR RECEIPT OF GRANT FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE MARSHALS SERVICE JOINT LAW ENFORCEMENT OPERATIONS (JLEO) TASK FORCE.

WHEREAS, the FY2024 budget was adopted and included funding for City of Surprise Police Department general operations;

WHEREAS, the US DOJ, U.S. Marshal's Service Fugitive Task Force ("Marshal's Service") is providing overtime funding for the City of Surprise Officer in the amount of \$8,000;

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

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.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-35

Exhibit A

1. Appropriation - This allocation below represents a movement of budget authority in the amount of \$8,000 from Grant Contingency to the FFY2024 JLEO project within the Grants Fund to cover projected expenditures associated with overtime expenses for an officer to participate in Task Force activities. 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	Police	#G31366 FFY24 JLEO	E	-	8,000	8,000
Grants	Police	#G31366 FFY24 JLEO	R	-	8,000	8,000
Contingency	General Operations	Contingency	E	60,064,200	(8,000)	60,056,200
Contingency	General Operations	Other	R	75,046,600	(8,000)	75,038,600

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-24-D08-O-000130

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Surprise Police Department

and

District of Arizona (08)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 13, 2023 to September 30, 2024

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2024	D08	AFF-B-OP	JLEOTFS4	25205 - TFO Overtime	\$8,000.00

Total Obligation Amount: **\$8,000.00**

SECTION 5: DESCRIPTION OF OBLIGATION

Task Force overtime funding for Surprise Police Department in the amount of \$8,000.00 for services rendered between October 13, 2023 through September 30, 2024. Funds are to be used solely for Overtime and shall not include any supplemental benefit costs such as retirement, FICA, and other expenses.

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

STATE/LOCAL CONTACT:

Name: Alicia Wynn

Name: Sgt. Joseph Kopronica

Phone: 602-824-7996

Phone: 623-222-4374

E-mail: alicia.wynn1@usdoj.gov

E-mail: joseph.kopronica@surpriseaz.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: CASSANDRA HUGHES

Digitally signed by CASSANDRA HUGHES
Date: 2024.01.31 14:51:18 -0700

Date: _____

Cassandra Hughes - SPSS

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: THOMAS SMITH

Digitally signed by THOMAS SMITH
Date: 2024.02.02 10:29:13 -0700

Date: _____

Thomas Smith - ACDUSM

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: _____ Date: _____

[Type Name and Title]

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the **JLEOTFS4** project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 5, 2024
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Happy Valley Road Phase 4, generally located at Happy Valley Road between North 163rd Avenue and North 155th Avenue; Resolution # 2024-30.

Motion:

I move to approve Resolution #2024-30.

Background:

The Public Works Department conducted the final inspection of the public improvements to Rancho Mercado Happy Valley Road Phase 4 on or about July 23, 2021, totaling 11,659 SY (approximately 4,372 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drain lines and water lines. Domestic water lines are located within the City of Surprise water jurisdiction.

Objective Analysis:

The improvements to this property provide access and conveyance to the property, storm drains to convey storm water to retention basins and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

The City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets, water and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,780,771.08.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported by the city's Transportation Operations, Water Operations, and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future years' budgets.

FTE Impact:

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

ATTACHMENTS:

1. 01_Resolution 2024-30 Infrastructure Acceptance RM HVR PH4.cao.final
 2. 02_Notice of Completion Letter RM HVR PH4
 3. 03_Inspector Sign-Off Form RM HVR PH4
 4. 04_Linear Foot Verification RM HVR PH4
-

RESOLUTION # 2024-30

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT RANCHO MERCADO HAPPY VALLEY ROAD PHASE 4, GENERALLY LOCATED AT HAPPY VALLEY ROAD BETWEEN NORTH 163RD AVENUE AND NORTH 155TH AVENUE ROADS.

WHEREAS, the Mayor and City Council of the City of Surprise has accepted or otherwise acquired substantial rights-of-way and easement rights as set forth in the following documents recorded with the Maricopa County Recorder ("M.C.R."): # 2020-0810603; # 2020-0810604; # 2022-0455155; # 2020-0765487; # 2020-0765489; # 2022-0455075; # 2020-0765485; # 2022-0455141; # 2008-0162687; # 2020-0810268; # 2020-1011561; # 2020-0810262; and # 2020-1011535;

WHEREAS, as a condition of development, and in compliance with the City Code, the developer installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the developer also installed water lines and drainage infrastructure. The roadway improvements, water lines and drainage infrastructure are all collectively referred to as "Public Improvements";

WHEREAS, Taylor Morrison/Arizona, Inc. the developer of Rancho Mercado Happy Valley Road Phase 4, dedicated to the City the Public Improvements, generally located at Happy Valley Road between North 163rd Avenue and North 155th Avenue;

WHEREAS, on or about July 23, 2021, the City of Surprise Public Works Department Engineering Division completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the two-year warranty period, the City of Surprise will release the warranty and begin maintenance of the Public Improvements.

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

Section 1. The City of Surprise conditionally accepts the Public Improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the Public Improvements.

APPROVED AND ADOPTED this _____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

Rancho Mercado Happy Valley Road Phase 4

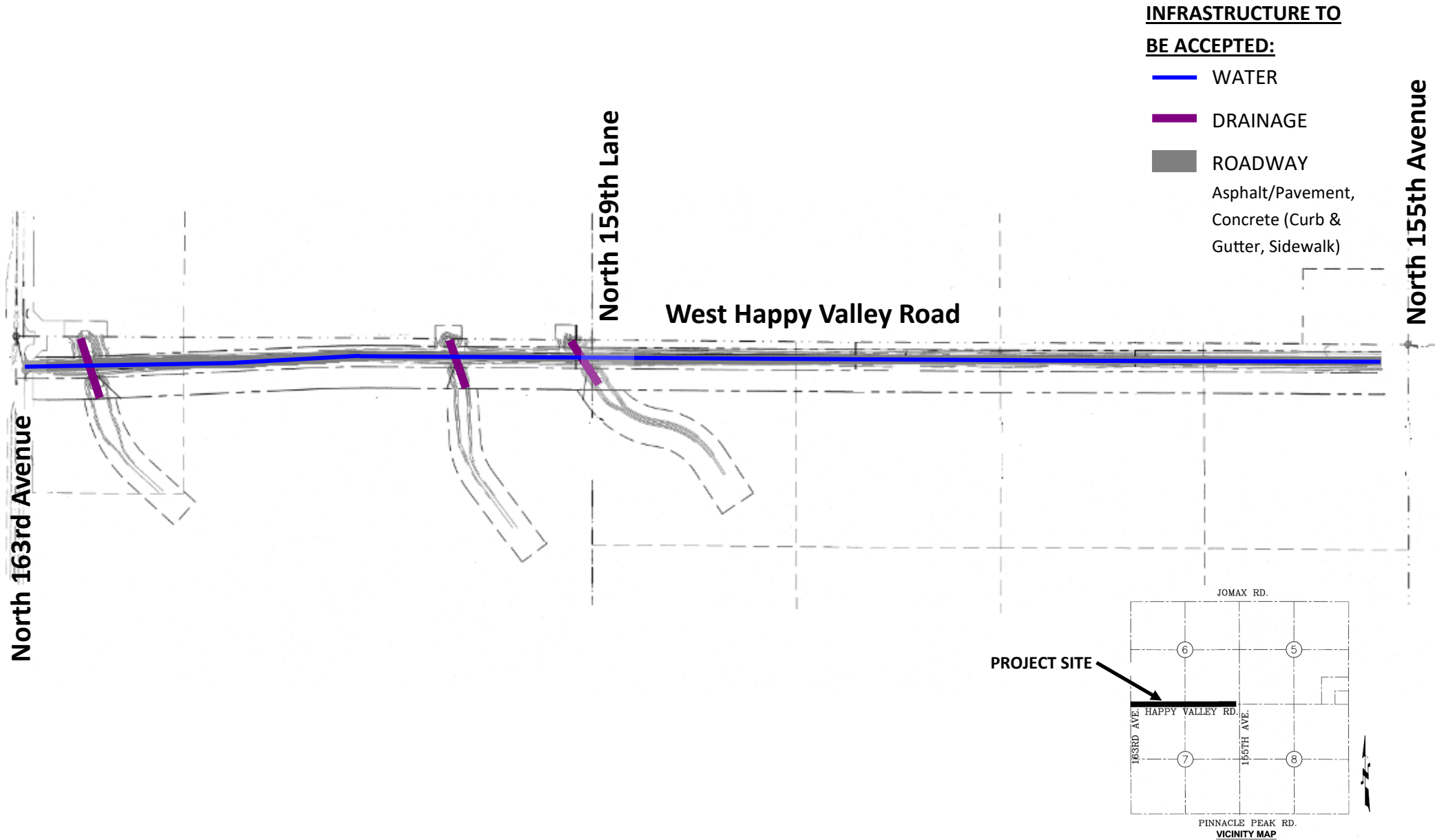


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 01/26/2024
Re: Rancho Mercado Happy Valley Road Phase 4

The public improvements for the above project have been completed and are tentatively scheduled for conditional acceptance by Council. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$526,267.89
City Water	\$545,768.00
City Drainage	\$708,735.19
Total	\$1,780,771.08

August 04, 2021

Taylor Morrison/Arizona Inc.
9000 E Pima Pkwy, Suite 350
Scottsdale AZ 85258

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO
MERCADO HAPPY VALLEY RD PHASE 4 – FS17-635**

The City of Surprise Public Works Department has completed the inspection of the public utility improvements for the above referenced project. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

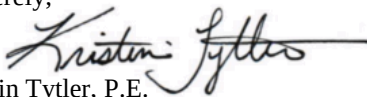
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6153 or at kristin.tytler@surpriseaz.gov.

Sincerely,



Kristin Tytler, P.E.
Assistant PW Director/City Engineer

cc: Nuning Lemka, PW Engineering Manager
David Mobley, PW Field Engineering Supervisor
Lynn Stone, PW Business Manager
Lee Lambert, Water Resource Management
Warren Bert, GIS

Mike Gent, Deputy City Manager/PW Director
John McFarland, PW Streets Manager
Amanda Correia, Finance
Michael Boule, Water Resource Management
William Valdez, PW Civil Inspector



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: July 23, 2021 Commercial Commercial w/Offsite XX Residential

XX COMPLETION ACCEPTANCE (End of Construction) FINAL ACCEPTANCE (End of Warranty)

June 22, 2021 Date of Punch-List Walk July 22, 2021 Date Punch-List Completed

FS Number: FS17-635 Permit Number(s): E19P-0690,E19P-0692,E19P-0693,E19P-0694,E20P-0902

Project Name: Rancho Mercado Happy Valley Rd Phase 4

Project Developer/Builder: (Name, Address, and Phone #)

Taylor Morrison / Arizona Inc, 9000 East Pima Suite 350, Scottsdale, Arizona 85258 480-344-7000

Sheet 1 of 1

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Happy Valley Rd	Arterial	Sta 10+27.99	Sta 54+00.00	2	3/4	

MATERIALS:

Asphalt:	<u>MR Tanner</u>	Supplier	<u>1.5</u>	Total Lane Miles	<u>11,911</u>	Total Square Yards		
Water:	<u>16" DIP</u>	Size/Type	<u>4,418</u>	Total Linear Feet	<u>6" DIP</u>	Size/Type	<u>100</u>	Total Linear Feet
	<u>12" DIP</u>	Size/Type	<u>32</u>	Total Linear Feet		Size/Type		Total Linear Feet
Sewer:	<u>N/A</u>	Size/Type		Total Linear Feet		Size/Type		Total Linear Feet
		Size/Type		Total Linear Feet		Size/Type		Total Linear Feet
Storm:	<u>N/A</u>	Size/Type		Total Linear Feet		Size/Type		Total Linear Feet
		Size/Type		Total Linear Feet		Size/Type		Total Linear Feet
Fire Ln:	<u>N/A</u>	Size/Type		Total Linear Feet		Size/Type		Total Linear Feet

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

<u>XX</u> Copy of Punch List	<u>N/A</u> AOC
<u>N/A</u> Final Certification Letter from Engineer of Record	<u>XX</u> Asphalt Concrete Ticket w/ Name of Contractor
<u>XX</u> Complete Geotechnical Testing Packet	<u>N/A</u> Streetlight Energize Letter
<u>N/A</u> Sewer Pressure Testing Results	<u>XX</u> As built Documents (PDF copy on CD)
<u>N/A</u> Sewer Manhole Vacuum Testing Certification	<u>XX</u> As Built Documents in PDF format (copy on CD)
<u>N/A</u> Sewer Manhole Insecticide Certification	<u>N/A</u> Updated asbuilt CAD base files (copy on CD)
<u>N/A</u> Sewer Videos with Operators Notes (inc. re-videos)	
<u> </u> Other _____ (Specify)	

APPROVAL:

Civil Inspector: William Valdez

Date: July 23, 2021

Civil Engineering Supervisor: Kristen Lytle

Date: 07/23/2021

[illegible]



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 5, 2024 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 4
Staff Recommendations:

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

Consideration and action pertaining to granting a Utility Easement to APS to service the Heritage Senior Apartments at Nash Street and Santa Fe Drive.

Motion:

I move to grant the utility easement to APS.

Background:

The City of Surprise needs to grant the easement to APS to run additional lines to the future Heritage Senior Apartments.

Objective Analysis:

The Heritage Senior Apartments are being built near the City's Multigenerational Community Center, Hollyhock Pool, Senior Center and apartment complex. The utility easement will allow additional lines to run across City property to support the additional development.

Policy Compliant:

Approval of this item is policy compliant.

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 staff levels.

ATTACHMENTS:

1. APS easement w legal 034E

SE-2-3N-1W
33.626676, -112.332744
APN 501-80-034E
CCW-23-227
WA730590
SER/RLM

CITY OF SURPRISE-APS UTILITY EASEMENT

THE CITY OF SURPRISE, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **THE CITY OF SURPRISE**, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 202__.

THE CITY OF SURPRISE,
a municipal corporation in the State of Arizona

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this ____ day of _____, 202__
by _____ of THE CITY OF SURPRISE.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

EXHIBIT “A”

**(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY)
AS RECORDED IN INSTRUMENT NUMBER 2023-0459869 M.C.R.**

LOT 1, PARCEL ASSEMBLAGE FOR HERITAGE SENIOR APARTMENTS, BOOK 1755 OF MAPS,
PAGE 27, OFFICIAL RECORDS OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

December 8, 2023

LEGAL DESCRIPTION FOR
THE CITY OF SURPRISE
ARIZONA PUBLIC SERVICE
EASEMENT AREA

THAT PART OF LOT 1 OF "PARCEL ASSEMBLAGE FOR HERITAGE SENIOR APARTMENTS" AS RECORDED IN BOOK 1755, PAGE 27, MARICOPA COUNTY RECORDS, LOCATED IN A PORTION OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE ½" REBAR MARKING THE SOUTHWEST CORNER OF SAID LOT 1, FROM WHICH THE ½" REBAR MARKING THE WESTERLY MOST NORTHWESTERLY CORNER OF SAID LOT 1 BEARS NORTH 00°04'39" WEST, A DISTANCE OF 194.36 FEET;

THENCE NORTH 00°04'39" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 9.47 FEET;

THENCE NORTH 89°55'21" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°04'39" WEST, ALONG A LINE THAT IS PARALLEL WITH AND 8.00 FEET EAST OF THE WEST LINE OF SAID LOT 1, A DISTANCE OF 26.17 FEET;

THENCE NORTH 89°55'21" EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 1.81 FEET;

THENCE SOUTH 00°04'39" EAST, ALONG A LINE THAT IS PARALLEL WITH AND 9.81 FEET EAST OF SAID WEST LINE, A DISTANCE OF 26.17 FEET;

THENCE SOUTH 89°55'21" WEST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 1.81 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 1 CONTAINS 47 SQ. FT., OR 0.001 ACRES, MORE OR LESS.

PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 1 BEARS SOUTH 00°04'29" EAST, A DISTANCE OF 573.09 FEET;

THENCE SOUTH 00°04'29" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 357.41 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°04'29" EAST, ALONG SAID EAST LINE, A DISTANCE OF 11.28 FEET, SAID POINT HEREINAFTER BEGIN REFERRED TO AS POINT "A";



Sheet 1 of 6

December 8, 2023

THENCE NORTH 45°15'14" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 91.06 FEET;

THENCE SOUTH 44°44'46" WEST, A DISTANCE OF 17.54 FEET;
THENCE NORTH 44°58'26" WEST, A DISTANCE OF 127.59 FEET;

THENCE NORTH 00°04'39" WEST, A DISTANCE OF 119.97 FEET TO A POINT ON A LINE THAT IS PARALLEL
WITH AND 8.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1;

THENCE NORTH 89°36'14" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 124.00 FEET TO A POINT ON
A LINE THAT IS PARALLEL WITH AND 8.00 FEET EAST OF THE WEST LINE OF SAID LOT 1;

THENCE NORTH 00°04'39" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 8.00 FEET TO A POINT ON
THE NORTH LINE OF SAID LOT 1;

THENCE SOUTH 89°36'14" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 132.00 FEET TO THE
SOUTHERLY MOST NORTHWEST CORNER OF SAID LOT 1;

THENCE SOUTH 00°04'39" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 29.91 FEET;

THENCE NORTH 89°49'07" EAST, A DISTANCE OF 17.54 FEET;
THENCE SOUTH 00°10'53" EAST, A DISTANCE OF 15.33 FEET;
THENCE SOUTH 89°49'07" WEST, A DISTANCE OF 17.57 FEET;
THENCE SOUTH 00°04'39" EAST, A DISTANCE OF 79.36 FEET;
THENCE SOUTH 44°58'26" EAST, A DISTANCE OF 108.91 FEET;
THENCE NORTH 44°44'46" EAST, A DISTANCE OF 17.46 FEET;

THENCE SOUTH 45°15'14" EAST, A DISTANCE OF 98.45 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2 CONTAINS 4,244 SQ. FT., OR 0.097 ACRES, MORE OR LESS.

PARCEL 3

COMMENCING AT THE AFOREMENTIONED POINT "A";

THENCE SOUTH 00°04'29" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 79.17 FEET, TO
THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°04'29" EAST, ALONG SAID EAST LINE, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89°49'46" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 21.42 FEET;

THENCE SOUTH 45°01'20" WEST, A DISTANCE OF 15.33 FEET;
THENCE NORTH 44°58'40" WEST, A DISTANCE OF 18.25 FEET;



Sheet 2 of 6

December 8, 2023

THENCE NORTH 45°01'20" EAST A DISTANCE OF 15.33 FEET;
THENCE SOUTH 44°58'40" EAST, A DISTANCE OF 6.97 FEET;

THENCE NORTH 89°49'46" EAST, A DISTANCE OF 29.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3 CONTAINS 483 SQ. FT., OR 0.011 ACRES, MORE OR LESS.

PARCEL 4

COMMENCING AT THE AFOREMENTIONED POINT "A";
THENCE SOUTH 00°04'29" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 129.41 FEET TO
THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°04'29" EAST, ALONG SAID EAST LINE, A DISTANCE OF 11.10 FEET

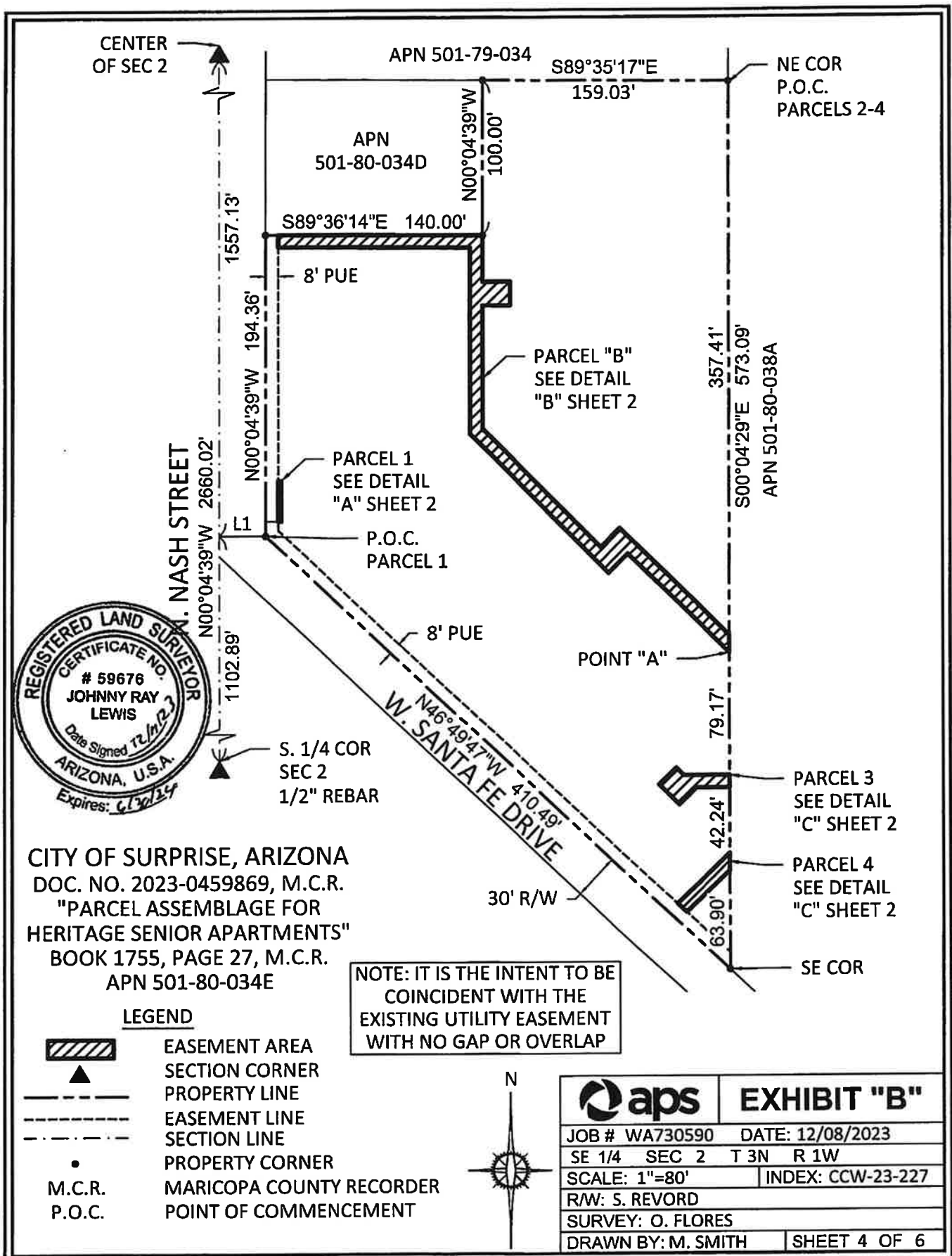
THENCE SOUTH 46°03'39" WEST, DEPARTING SAID EAST LINE OF LOT 1, A DISTANCE OF 38.59 FEET;

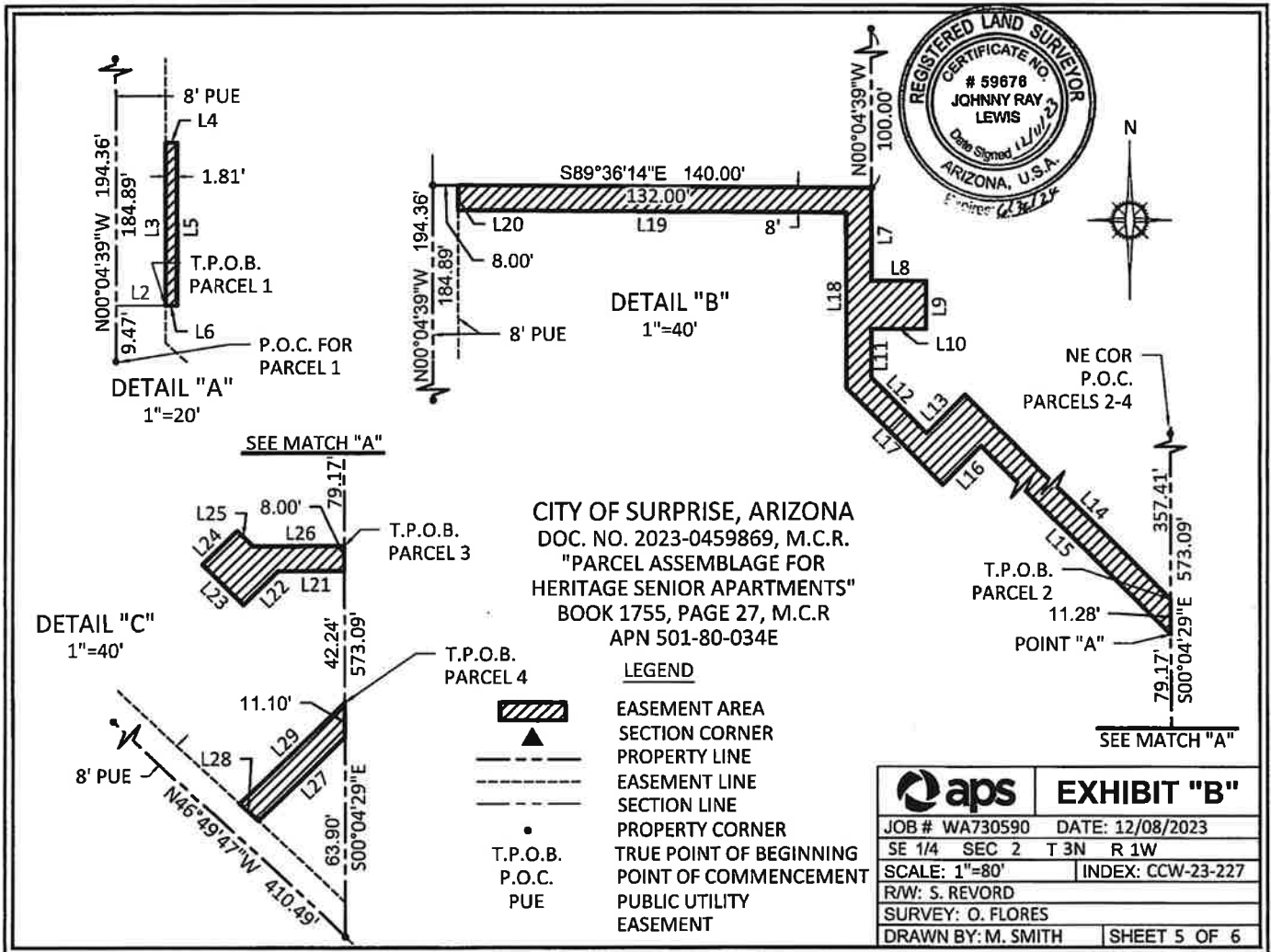
THENCE NORTH 46°49'47" WEST, ALONG A LINE THAT IS PARALELL WITH AND 8.00 FEET NORTH
EASTERLY OF THE SAID RIGHT OF WAY LINE, A DISTANCE OF 8.01 FEET;

THENCE NORTH 46°03'39" EAST, DEPARTING SAID PARALELL LINE, A DISTANCE OF 46.69 FEET TO THE
TRUE POINT OF BEGINNING;

PARCEL 4 CONTAINS 341 SQ. FT., OR 0.008 ACRES, MORE OR LESS.







LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°55'21"E	30.00
L2	S89°55'21"W	8.00
L3	N0°04'39"W	26.17
L4	N89°55'21"E	1.81
L5	S0°04'39"E	26.17
L6	S89°55'21"W	1.81
L7	S0°04'39"E	29.91
L8	N89°49'07"E	17.54
L9	S0°10'53"E	15.33
L10	S89°49'07"W	17.57
L11	S0°04'39"E	79.36
L12	S44°58'26"E	108.91
L13	N44°44'46"E	17.46
L14	S45°15'14"E	98.45
L15	N45°15'14"W	91.06

LINE TABLE		
NO.	BEARING	LENGTH
L16	S44°44'46"W	17.54
L17	N44°58'26"W	127.59
L18	N0°04'39"W	119.97
L19	N89°36'14"W	124.00
L20	N0°04'39"W	8.00
L21	S89°49'46"W	21.42
L22	S45°01'20"W	15.33
L23	N44°58'40"W	18.25
L24	N45°01'20"E	15.33
L25	S44°58'40"E	6.97
L26	N89°49'46"E	29.38
L27	S46°03'39"W	38.59
L28	N46°49'47"W	8.01
L29	N46°03'39"E	46.69

EASEMENT AREAS

PARCEL 1 CONTAINS 47 SQ. FT., OR 0.001 ACRES, MORE OR LESS.
 PARCEL 2 CONTAINS 4,244 SQ. FT., OR 0.097 ACRES, MORE OR LESS.
 PARCEL 3 CONTAINS 483 SQ. FT., OR 0.011 ACRES, MORE OR LESS.
 PARCEL 4 CONTAINS 341 SQ. FT., OR 0.008 ACRES, MORE OR LESS.

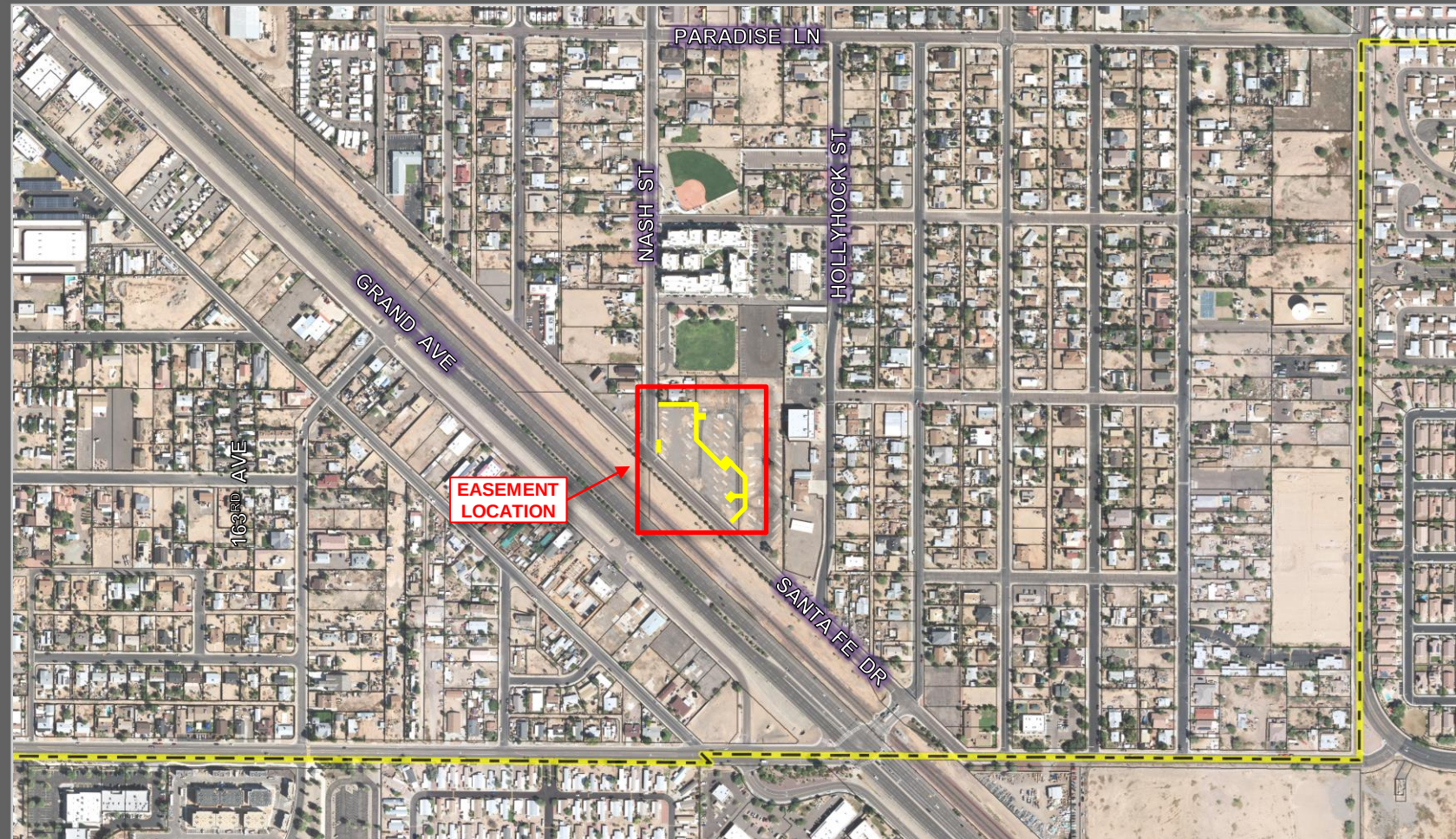


	EXHIBIT "B"
JOB # WA730590	DATE: 12/08/2023
SE 1/4 SEC 2 T 3N R 1W	
SCALE: NTS	INDEX: CCW-23-227
RW: S. REVORD	
SURVEY: O. FLORES	
DRAWN BY: M. SMITH	SHEET 6 OF 6



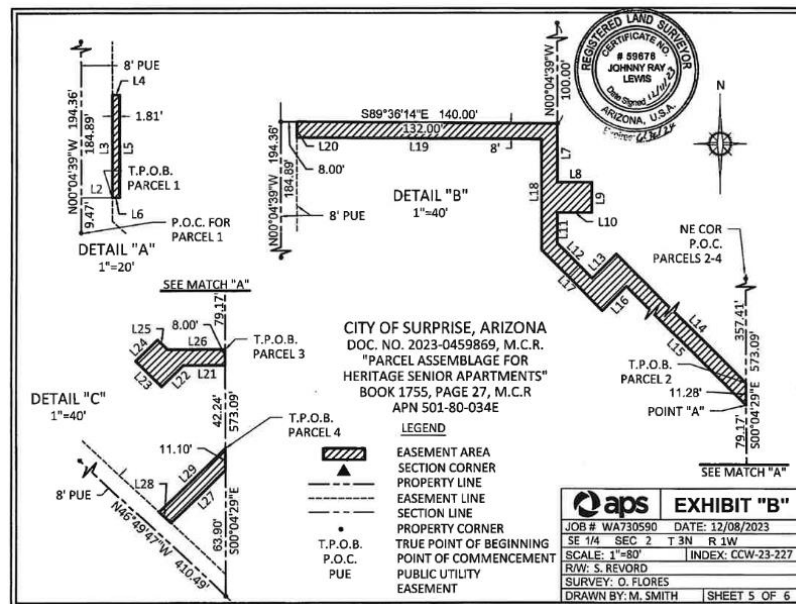
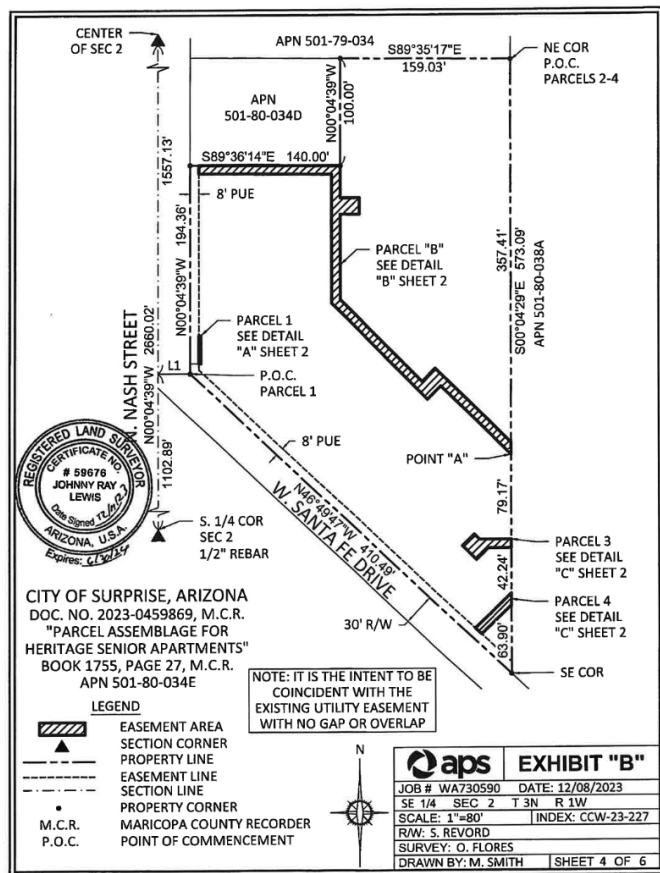
Heritage Senior Apartments APS Easements

City Council – March 5, 2024

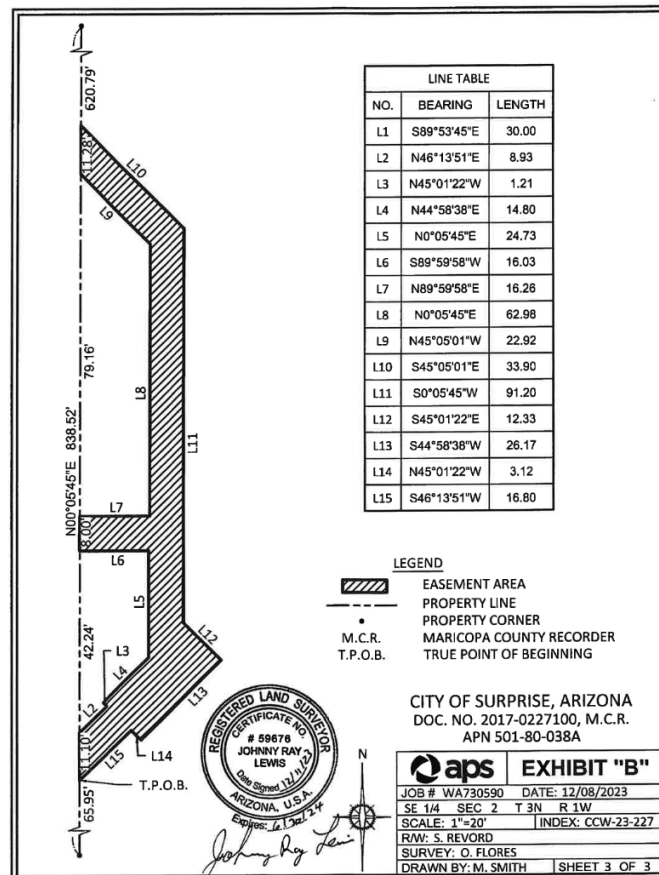
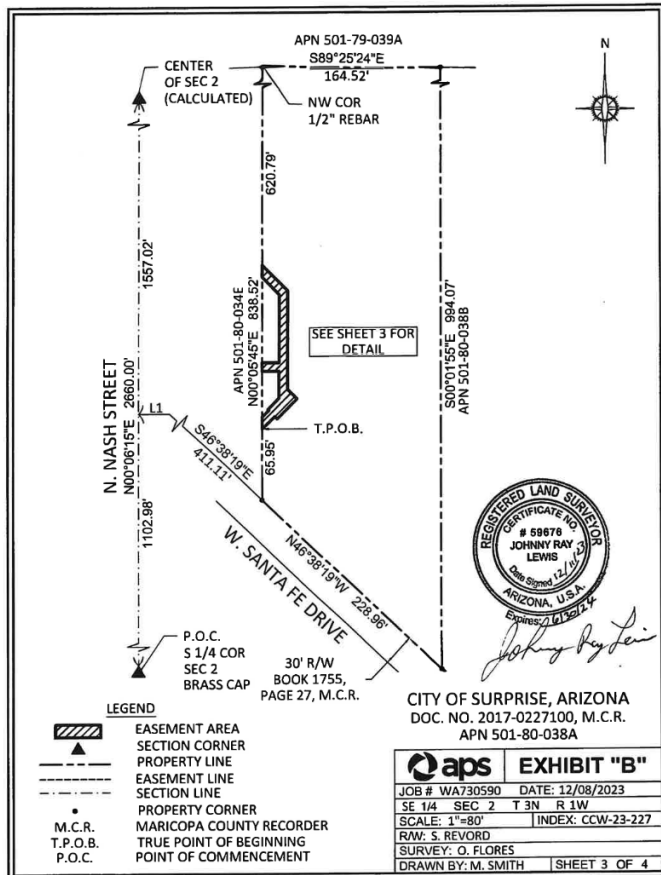


**EASEMENT
LOCATION**

VICINITY MAP



EXHIBIT



EXHIBIT



QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 5, 2024 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 4
Staff Recommendations:

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

Consideration and action pertaining to Granting a Utility Easement to APS to service the Surprise Multigenerational Community Center at Hollyhock and Santa Fe Drive.

Motion:

I move to grant the utility easement to APS.

Background:

The City of Surprise needs to grant the easement to APS to run additional lines to the future Multigenerational Community Center.

Objective Analysis:

The Multigenerational Community Center is being built near the City's existing Hollyhock Pool, Senior Center and apartment complex. The utility easements will allow additional lines to run across City property to support the additional development.

Policy Compliant:

Approval of this item is policy compliant.

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 staff levels.

ATTACHMENTS:

1. APS easement w legal 038A

SE-2-3N-1W
33.626816, -112.332066
APN 501-80-038A
CCW-23-227
WA730590
SER/RLM

CITY OF SURPRISE-APS UTILITY EASEMENT

THE CITY OF SURPRISE, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **THE CITY OF SURPRISE**, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 202__.

THE CITY OF SURPRISE,
a municipal corporation in the State of Arizona

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this ____ day of _____, 202__
by _____ of THE CITY OF SURPRISE.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

EXHIBIT “A”

(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY)

PARCEL NO. 1, ACCORDING TO INSTRUMENT #2017-0227100, OFFICIAL RECORDS OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

December 8, 2023

LEGAL DESCRIPTION FOR
THE CITY OF SURPRISE
ARIZONA PUBLIC SERVICE
EASEMENT AREA

THAT PART OF THE WEST 165 FEET OF THE SOUTH 5/8THS OF THE EAST HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, AS RECORDED IN DOC. NO. 2017-0227100, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 2, FROM WHICH THE CALCULATED POSITION MARKING THE CENTER OF SAID SECTION 2, BEARS NORTH 00°06'15" EAST, A DISTANCE OF 2660.00 FEET;

THENCE NORTH 00°06'15" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,102.98 FEET;

THENCE SOUTH 89°53'45" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 46°38'19" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SANTA FE DRIVE AS DESCRIBED IN BOOK 1755, PAGE 27, MARICOPA COUNTY RECORDS, A DISTANCE OF 411.11 FEET TO THE SOUTHWEST CORNER OF THE SAID PROPERTY;

THENCE NORTH 00°05'45" EAST, ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 65.95 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°05'45" EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 11.10 FEET;

THENCE NORTH 46°13'51" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 8.93 FEET;

THENCE NORTH 45°01'22" WEST, A DISTANCE OF 1.21 FEET;
THENCE NORTH 44°58'38" EAST, A DISTANCE OF 14.80 FEET;
THENCE NORTH 00°05'45" EAST, A DISTANCE OF 24.73 FEET;

THENCE SOUTH 89°59'58" WEST, A DISTANCE OF 16.03 FEET TO A POINT ON SAID WEST LINE;

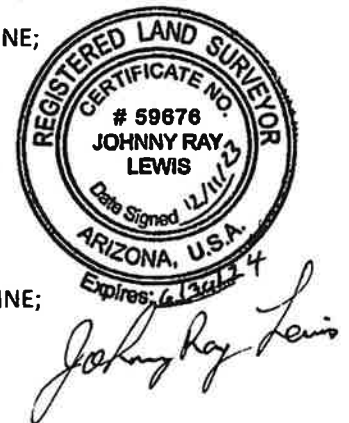
THENCE NORTH 00°05'45" EAST, ALONG SAID WEST LINE, A DISTANCE OF 8.00 FEET;

THENCE NORTH 89°59'58" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 16.26 FEET;

THENCE NORTH 00°05'45" EAST, A DISTANCE OF 62.98 FEET;

THENCE NORTH 45°05'01" WEST, A DISTANCE OF 22.92 FEET TO A POINT ON SAID WEST LINE;

THENCE NORTH 00°05'45" EAST, ALONG SAID WEST LINE, A DISTANCE OF 11.28 FEET;



December 8, 2023

THENCE SOUTH 45°05'01" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 33.90 FEET;

THENCE SOUTH 00°05'45" WEST, A DISTANCE OF 91.20 FEET;

THENCE SOUTH 45°01'22" EAST, A DISTANCE OF 12.33 FEET;

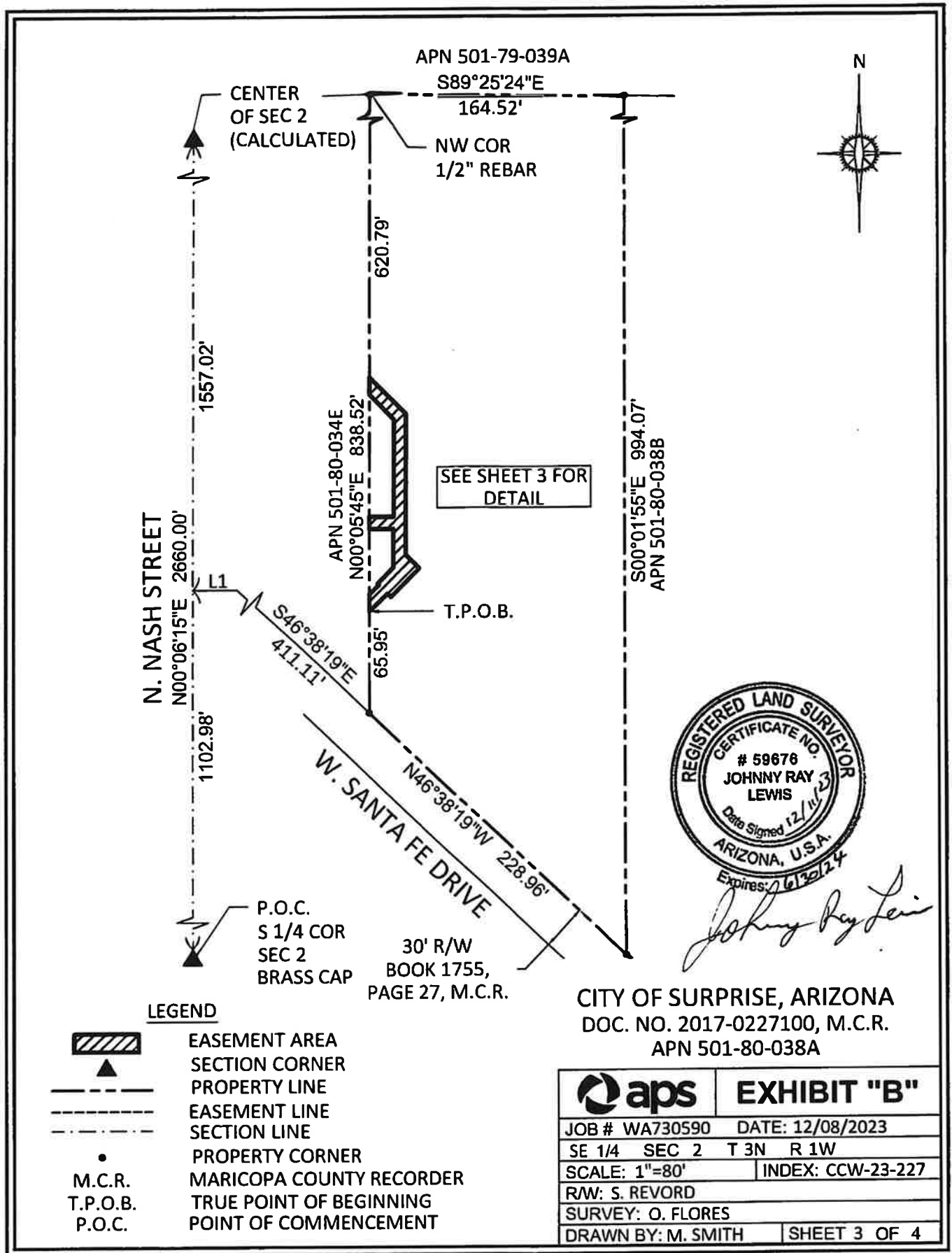
THENCE SOUTH 44°58'38" WEST, A DISTANCE OF 26.17 FEET;

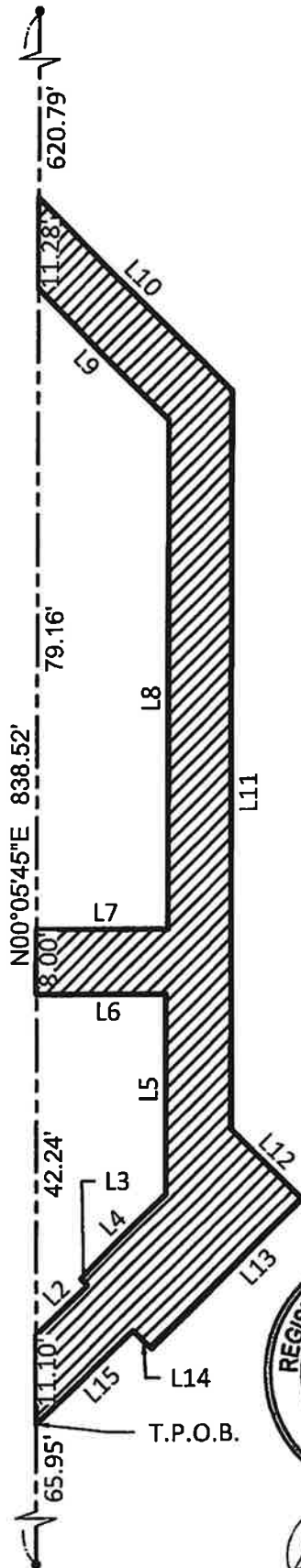
THENCE NORTH 45°01'22" WEST, A DISTANCE OF 3.12 FEET;

THENCE SOUTH 46°13'51" WEST, A DISTANCE OF 16.80 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINS 1,530 SQ. FT., OR 0.035 ACRES, MORE OR LESS







LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°53'45"E	30.00
L2	N46°13'51"E	8.93
L3	N45°01'22"W	1.21
L4	N44°58'38"E	14.80
L5	N0°05'45"E	24.73
L6	S89°59'58"W	16.03
L7	N89°59'58"E	16.26
L8	N0°05'45"E	62.98
L9	N45°05'01"W	22.92
L10	S45°05'01"E	33.90
L11	S0°05'45"W	91.20
L12	S45°01'22"E	12.33
L13	S44°58'38"W	26.17
L14	N45°01'22"W	3.12
L15	S46°13'51"W	16.80

LEGEND

	EASEMENT AREA
	PROPERTY LINE
	PROPERTY CORNER
M.C.R.	MARICOPA COUNTY RECORDER
T.P.O.B.	TRUE POINT OF BEGINNING



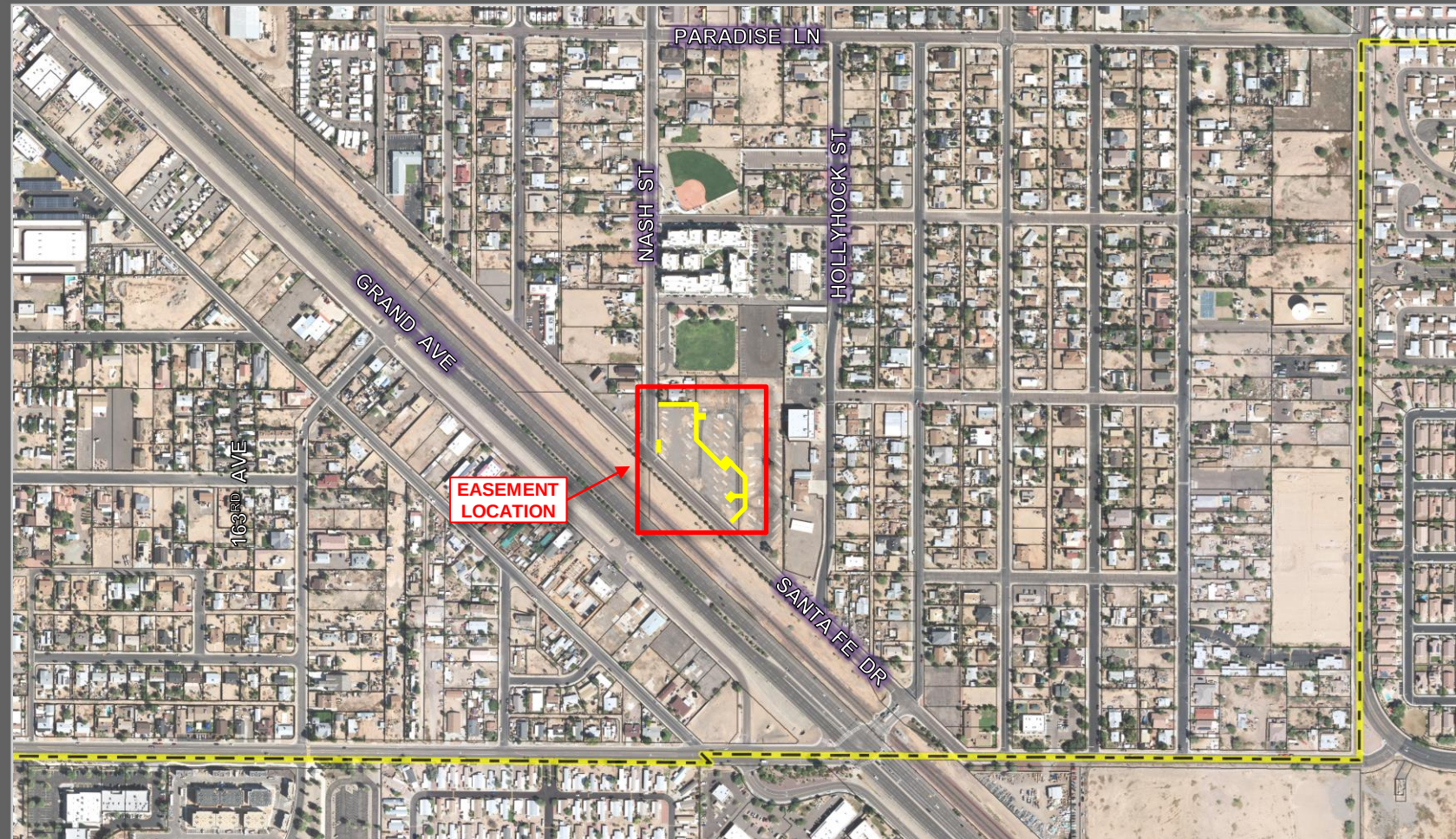
CITY OF SURPRISE, ARIZONA
DOC. NO. 2017-0227100, M.C.R.
APN 501-80-038A

	EXHIBIT "B"
JOB # WA730590	DATE: 12/08/2023
SE 1/4 SEC 2 T 3N R 1W	
SCALE: 1"=20'	INDEX: CCW-23-227
R/W: S. REVORD	
SURVEY: O. FLORES	
DRAWN BY: M. SMITH	SHEET 3 OF 3

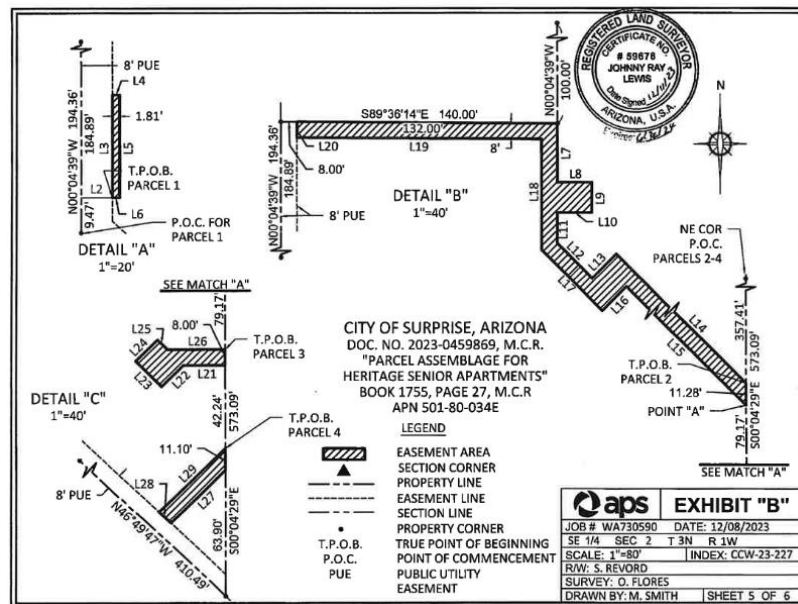
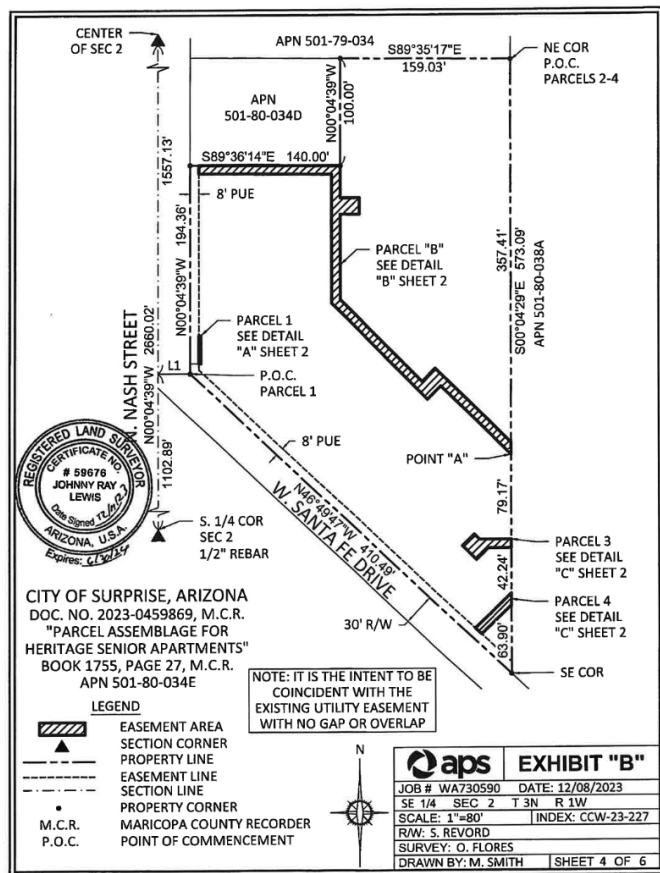


Heritage Senior Apartments APS Easements

City Council – March 5, 2024



VICINITY MAP



EXHIBIT



QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 5, 2024 Contact Person: Jani Wertin
Submitting Department: Community Development District: District 4
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, "Carmen Court" and dated January 5, 2024, a property located north of the northwest corner of Santa Fe Drive and Nash Street; Case FS22-1366.

Motion:

I move to approve the Final Plat entitled, "Carmen Court" and dated January 5, 2024.

Background:

David Gonzales of Keogh Engineering seeks approval of a Final Plat of the subject property located north of the northwest corner of Santa Fe Drive and Nash Street. The proposed Final Plat splits the subject property, one (1) existing parcel of approximately 0.943 gross acres, into five (5) parcels.

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 - FS22-1366 Carmen Court Final Plat - Staff Report
 2. 01 - FS22-1366 Carmen Court Final Plat - Vicinity Map
 3. 02 - FS22-1366 Carmen Court Final Plat - Zoning Map
 4. 03 - FS22-1366 Carmen Court Final Plat - Final Plat
 5. 04 - FS22-1366 Carmen Court Final Plat - Final Plat Exhibit
 6. 05 - FS22-1366 Carmen Court Final Plat - Luke AFB Letter
 7. FS22-1366 Carmen Court Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-1366

Project Name: Carmen Court Final Plat

Council District: 4 – Mulberry

City Council Date: March 5, 2024

Planner: Jani Wertin, Planner II

Owner: Carmen Rivas Fernandez

Applicant: David Gonzalez of Keogh Engineering

Request: Final Plat to subdivide one (1) parcel approximately 0.943 gross acres, into five (5) parcels.

Site Location: Located north of the northwest corner of Santa Fe Drive and Nash Street

Site Size: Approximately 0.943 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.

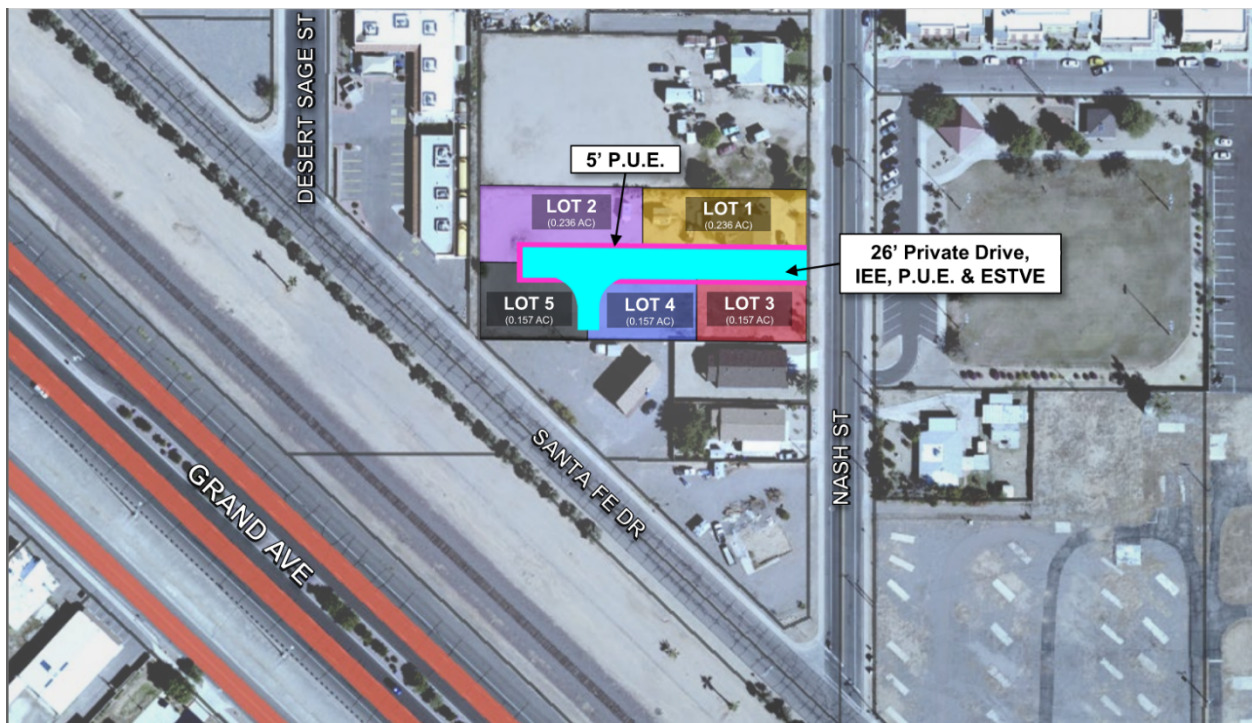
Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

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

Additional Information:

David Gonzalez of Keogh Engineering requests approval of a Final Plat entitled “Final Plat of Carmen Court,” dated January 5, 2024. The subject parcel is zoned Surprise Heritage District - Residential Overlay (SHD-RO) and is located north of the northwest corner of Santa Fe Drive and Nash Street. The proposed Final Plat subdivides one (1) existing parcel of approximately 0.943 gross acres, into five (5) parcels.

In addition to this split, a 5-foot Public Utility Easement (P.U.E.) and 26-foot Private Drive, Ingress-Egress Easement, P.U.E., and Emergency and Service Type Vehicle Easement are being dedicated with this plat. No additional right of way (ROW) dedications are proposed with this plat.



Lots 1-5 of the proposed Final Plat meet or exceed the development standards of the Surprise Heritage District – Residential Overlay (SHD-RO) as outlined in Table 106-3a of the City of Surprise Land Development Ordinance.

Table 106-3a —Residential Overlay Zoning (SHD-RO)

	Commercial	Single-Family, Two-Family, Three-Family	Multi-Family Residential
Min. lot area (sf)	5,000		15,000
Min. lot area (sf/du)		5,000	5,000
Min. front setback (ft)	15	12 ^{2, 3}	15 ^{2, 3}
Max. front setback (ft)	30	30 ⁴	30 ⁴
Min. side setback (ft)	10	5 & 10 ^{1, 3}	20 ³
Min. rear setback (ft)	12	12 ³	20 ³

Max. bldg. height (ft)	30	30	35
Lot coverage %		65%	65%
Notes: 1. May be reduced to zero-foot <i>setback</i> for <i>single-family dwellings</i> as attached to and separated by a <i>common wall</i> along the property line. End units shall maintain the larger <i>setback</i> . 2. A covered front porch may encroach into the <i>front setback</i> by up to five feet. 3. <i>Garage</i> doors/embellishments shall be <i>setback</i> a minimum of 20 feet measured from the opposing property line, except rear, <i>alley</i> loaded <i>garages</i> , which shall be <i>setback</i> six feet from the <i>alley</i> edge line. 4. Measured from the primary <i>dwelling</i> , excluding front porch.			

The square footage for each parcel is below:

- Lot 1 – 0.236 acres (10,272 square feet)
- Lot 2 – 0.236 acres (10,272 square feet)
- Lot 3 – 0.157 acres (6,847 square feet)
- Lot 4 – 0.157 acres (6,847 square feet)
- Lot 5 – 0.157 acres (6,847 square feet)

General Plan Conformance:

The proposed final plat was reviewed against the goals, policies, recommendations, and guidelines of the City of Surprise General Plan 2035 and was found to be consistent with the General Plan as follows:

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

Reviewing Agencies:

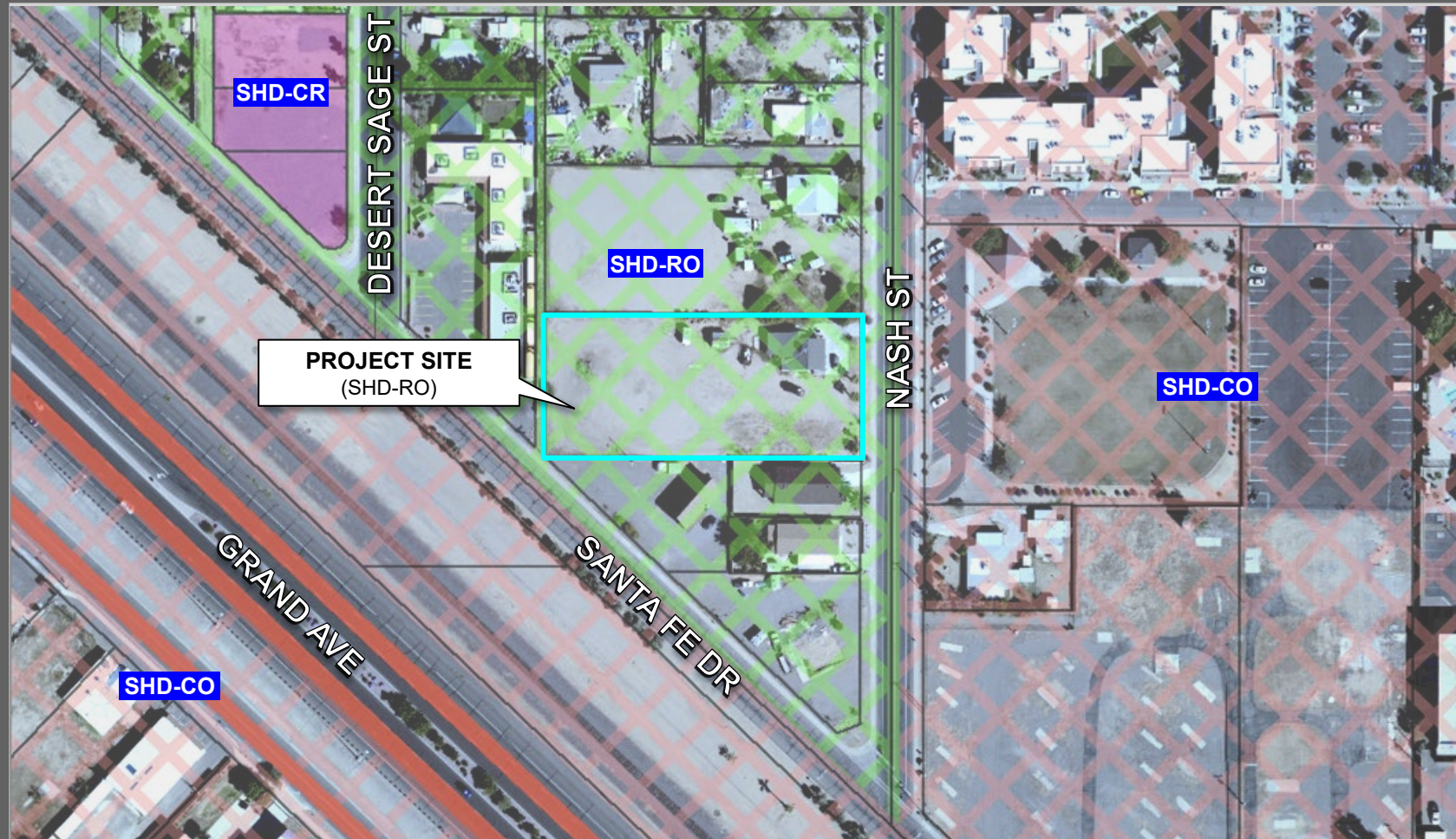
This project was routed to both Luke Air Force Base and the Maricopa Water District. Both agencies have indicated no objections.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Plat Exhibit
05 Luke Letter
PPT



FS22-1366 VICINITY MAP



FS22-1366 ZONING MAP

DEDICATION

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

KNOW ALL PERSONS BY THESE PRESENTS: THAT CARMEN RIVAS FERNANDEZ, HAS SUBDIVIDED UNDER THE NAME FINAL PLAT OF CARMET COURT, A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE FINAL PLAT OF CARMEN COURT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A 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 OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

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

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

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.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED THEIR NAME TO BE SIGNED THIS _____ DAY OF _____, 20____.

BY: _____
CARMEN RIVAS FERNANDEZ

RELEASE OF LIABILITY

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

OWNER HEREBY 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, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

CARMEN FERNANDEZ RIVAS, ("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.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED THEIR NAME TO BE SIGNED THIS _____ DAY OF _____, 20____.

BY: _____
CARMEN RIVAS FERNANDEZ

ACKNOWLEDGEMENT

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

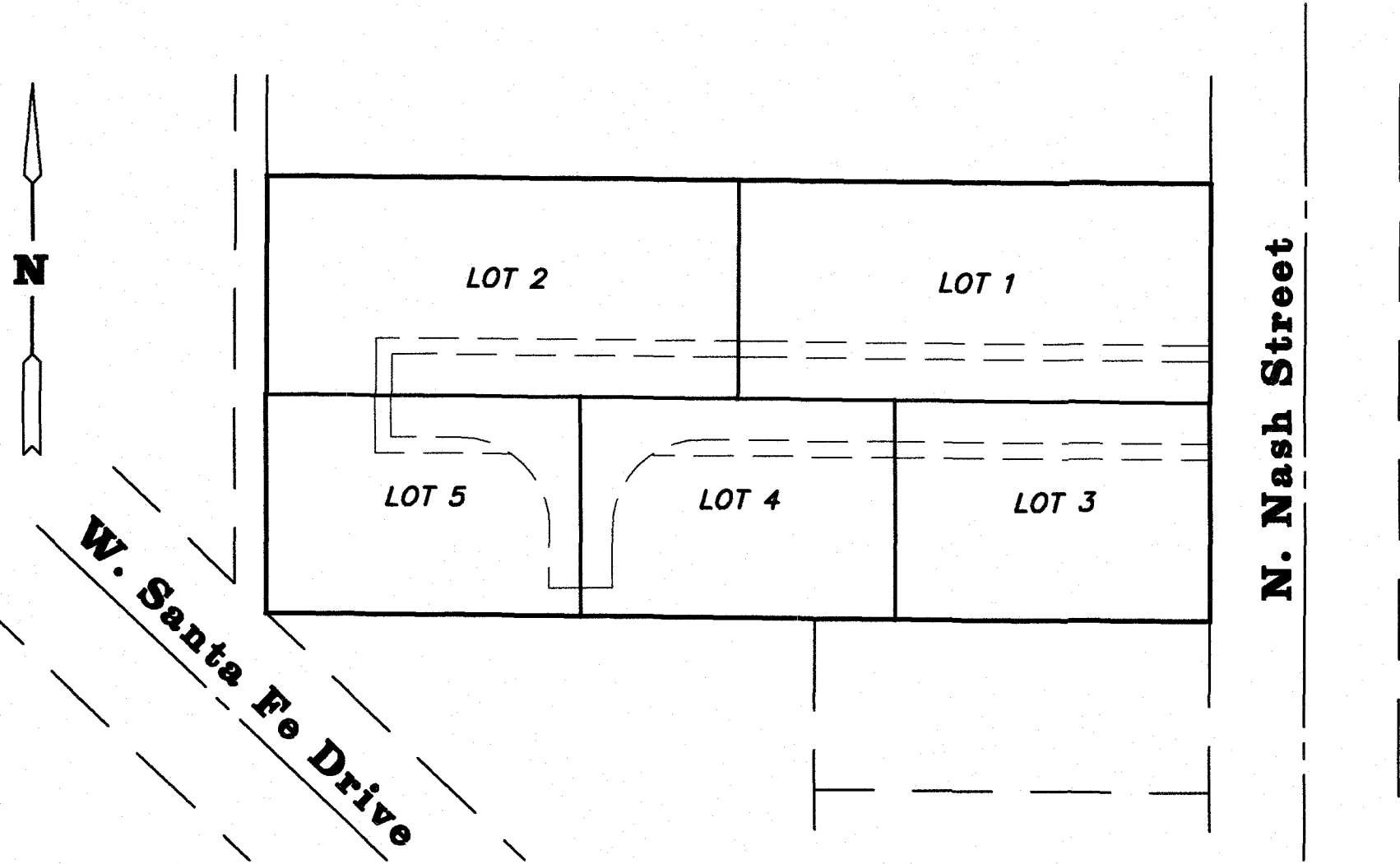
BEFORE ME THIS _____ DAY OF _____, 20____, CARMEN RIVAS FERNANDEZ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HERSELF TO BE CARMEN FERNANDEZ RIVAS, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT AS OWNER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC _____ EXPIRES _____

FINAL PLAT
OF
CARMEN COURT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



KEY MAP

Scale: 1"=50'

LOT 1 LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2; THENCE NORTH 0°06'08" EAST ALONG THE NORTH--SOUTH MID SECTION LINE OF SAID SECTION 2, A DISTANCE OF 1575.02 FEET; THENCE NORTH 89°24'23" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING NORTH 89°24'23" WEST, A DISTANCE OF 149.51 FEET; THENCE SOUTH 0°06'02" WEST, A DISTANCE OF 68.71 FEET; THENCE SOUTH 89°24'23" EAST, A DISTANCE OF 149.51 FEET; THENCE NORTH 0°06'08" EAST, A DISTANCE OF 68.71 FEET TO THE POINT OF BEGINNING.

LOT 2 LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2; THENCE NORTH 0°06'08" EAST ALONG THE NORTH--SOUTH MID SECTION LINE OF SAID SECTION 2, A DISTANCE OF 1575.02 FEET; THENCE NORTH 89°24'23" WEST, A DISTANCE OF 179.51 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING NORTH 89°24'23" WEST, A DISTANCE OF 149.51 FEET; THENCE SOUTH 0°06'02" WEST, A DISTANCE OF 68.71 FEET; THENCE SOUTH 89°24'23" EAST, A DISTANCE OF 149.51 FEET; THENCE NORTH 0°06'08" EAST, A DISTANCE OF 68.71 FEET TO THE POINT OF BEGINNING.

LOT 3 LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2; THENCE NORTH 0°06'08" EAST ALONG THE NORTH--SOUTH MID SECTION LINE OF SAID SECTION 2, A DISTANCE OF 1437.61 FEET; THENCE NORTH 89°24'23" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING NORTH 89°24'23" WEST, A DISTANCE OF 149.51 FEET; THENCE SOUTH 0°06'02" WEST, A DISTANCE OF 68.71 FEET; THENCE SOUTH 89°24'23" EAST, A DISTANCE OF 149.51 FEET; THENCE NORTH 0°06'08" EAST, A DISTANCE OF 68.71 FEET TO THE POINT OF BEGINNING.

LOT 4 LEGAL DESCRIPTION

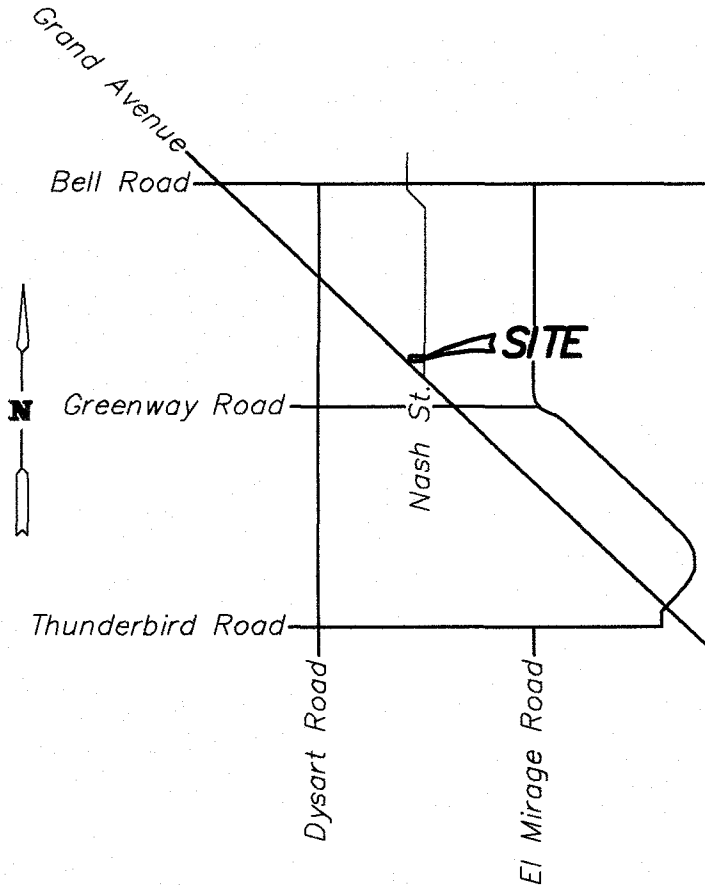
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2; THENCE NORTH 0°06'08" EAST ALONG THE NORTH--SOUTH MID SECTION LINE OF SAID SECTION 2, A DISTANCE OF 1437.61 FEET; THENCE NORTH 89°24'23" WEST, A DISTANCE OF 129.67 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING NORTH 89°24'23" WEST, A DISTANCE OF 149.51 FEET; THENCE SOUTH 0°06'02" WEST, A DISTANCE OF 68.71 FEET; THENCE SOUTH 89°24'23" EAST, A DISTANCE OF 149.51 FEET; THENCE NORTH 0°06'08" EAST, A DISTANCE OF 68.71 FEET TO THE POINT OF BEGINNING.

LOT 5 LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2; THENCE NORTH 0°06'08" EAST ALONG THE NORTH--SOUTH MID SECTION LINE OF SAID SECTION 2, A DISTANCE OF 1437.61 FEET; THENCE NORTH 89°24'23" WEST, A DISTANCE OF 229.35 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING NORTH 89°24'23" WEST, A DISTANCE OF 149.51 FEET; THENCE SOUTH 0°06'02" WEST, A DISTANCE OF 68.71 FEET; THENCE SOUTH 89°24'23" EAST, A DISTANCE OF 149.51 FEET; THENCE NORTH 0°06'08" EAST, A DISTANCE OF 68.71 FEET TO THE POINT OF BEGINNING.



VICINITY MAP

Not to Scale

OWNER

CARMEN RIVAS FERNANDEZ
22215 NORTH 162ND DRIVE
SURPRISE, ARIZONA 85387

SURVEYOR

KEOGH ENGINEERING, INC.
650 NORTH 137TH AVENUE #110
GOODYEAR, ARIZONA 85338
623--535--7260
KEOGH@KEOGHENGINEERING.COM
CONTACT: DENNIS KEOGH

PARENT PARCEL NO.

APN 501-20-034C

ZONING

SHD-R0

SITE AREA

41,085 S.F.
=0.943 Acres

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND FINAL PLAT OF THE PREMISES DESCRIBED AND PLATTED HEREOF WAS MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY, 2021; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

D. F. Keogh 1/5/24
REGISTERED LAND SURVEYOR SIGNATURE DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS _____ DAY OF _____, 20____.

ATTEST:

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

ATTEST:

CITY ENGINEER _____ DATE _____

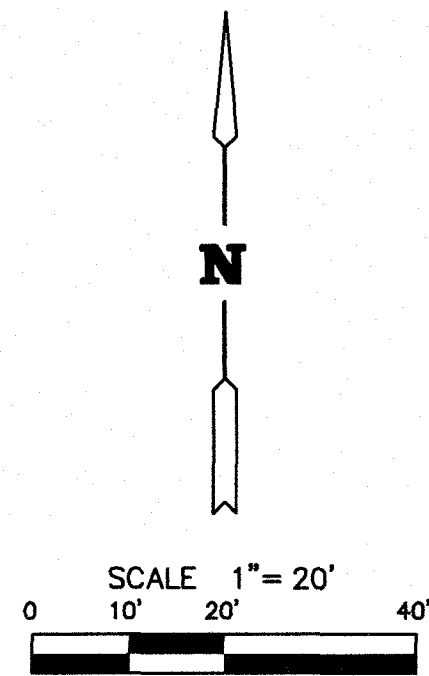
SHEET 1 OF 2

FS22-1366

	PREPARED FOR Carmen Fernandez
	FINAL PLAT OF CARMEN COURT A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
DRAWN BY CHECKED BY BY FIELD WORK BY	SPK DFK DJK
DATE JANUARY, 2024	JOB NO. 21882
MAP NO. E-21882	

Keogh Engineering, Inc.
650 N. 137TH AVENUE #110 • GOODYEAR, ARIZONA 85338
PHONE: (602) 535-7260 FAX: (602) 535-7262
EMAIL: keogh@keoghengineering.com

FINAL PLAT
OF
CARMEN COURT
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



CENTER OF
SECTION 2
T 3N, R 1W
CALCULATED CORNER.
NOTHING FOUND OR SET

LINE TABLE

LINE	BEARING	LENGTH
L1	N00°06'08"E	13.00'
L2	N00°53'18"E	5.00'
L3	N89°24'23"W	149.51'
L4	N89°24'23"W	109.72'
L5	S00°35'37"W	13.00'
L6	S00°35'37"W	13.00'
L7	N89°24'23"W	22.35'
L8	N00°06'00"E	19.33'
L9	S89°54'00"E	10.00'
L10	S89°54'00"E	10.00'
L11	N00°06'00"E	18.67'
L12	N89°24'23"W	61.43'
L13	N89°24'23"W	99.67'
L14	S00°06'08"W	13.00'
L15	S00°06'08"W	5.00'
L16	N89°24'23"W	149.58'
L17	N89°24'23"W	114.32'
L18	S00°35'37"W	18.00'
L19	S00°35'37"W	18.00'
L20	N89°24'23"W	43.32'
L21	N89°24'23"W	77.44'
L22	N89°24'23"W	99.67'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	28.00'	43.74'	89°30'23"
C2	28.00'	44.22'	90°29'37"

LOT AREA TABLE

LOT	AREA
1	10,272 S.F.=0.236 Acres
2	10,272 S.F.=0.236 Acres
3	6,847 S.F.=0.157 Acres
4	6,847 S.F.=0.157 Acres
5	6,847 S.F.=0.157 Acres
TOTAL	41,085 S.F.=0.943 Acres

LEGEND

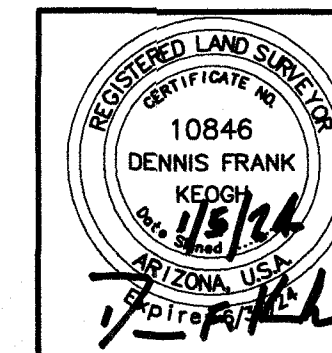
APN	ASSESSOR'S PARCEL NUMBER
ESTVE	EMERGENCY AND SERVICE TYPE VEHICLE EASEMENT
IEE	INGRESS AND EGRESS EASEMENT
MCR	MARICOPA COUNTY RECORDER
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
⊙	SURVEY MONUMENT
•	PROPERTY CORNER (SET 1/2" REBAR WITH CAP LS10846)
—	PROPERTY LINE
- - -	STREET CENTERLINE
- - -	ADJACENT LOT OR R/W
- - -	EASEMENT LINE

SW CORNER
SECTION 2
T 3N, R 1W
CITY OF SURPRISE
BRASS CAP IN
HAND HOLE

S. 1/4 COR.
SECTION 2
T 3N, R 1W
MARICOPA COUNTY
ALUMINUM CAP

SHEET 2 OF 2

FS22-1366



DRAWN BY SPK
CHECKED BY DFK
FIELD WORK BY DJK
DATE JANUARY, 2024

PREPARED FOR
Carmen Fernandez
FINAL PLAT
OF
CARMEN COURT
A PORTION OF THE SOUTHWEST QUARTER OF
SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST
OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA
Keogh Engineering, Inc.
650 N. 137TH AVENUE, #110 • GILBERT, ARIZONA 85338
PHONE: (602) 535-7280 FAX: (602) 535-7282
EMAIL: keogh@keogheengineering.com



JOB NO. 21882
MAP NO. E-21882



FS22-1366 PLAT EXHIBIT

From: [JAMES, MARK C GS-12 USAF AETC 56 FW/CVE](#)
To: [Nichole Flores](#)
Cc: [Tierney Farago](#); [56 FW/CIT Community Initiative](#)
Subject: RE: FS22-1366 Carmen Court Final Plat - New Digital Submittal 10.14.22
Date: Wednesday, November 2, 2022 10:45:25 AM
Attachments: [smime.p7s](#)
[ATT00001.txt](#)
[ATT00002.htm](#)

Nichole/Tierney,

Thank you for allowing Luke AFB to make comments on the Carmen Court Final Plat application.

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 165 over flights per day. A strong notification program on the part of the applicant is essential to inform occupants about Luke AFB operations.

Respectfully,

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

-----Original Message-----

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Friday, October 14, 2022 4:10 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>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.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>; Jorge Gastelum (City of El Mirage) <jgastelum@cityofelmirage.org>; 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) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Tierney Farago <Tierney.Farago@surpriseaz.gov>
Subject: [Non-DoD Source] FS22-1366 Carmen Court Final Plat - New Digital Submittal 10.14.22

Good afternoon,

ON BEHALF OF TIERNEY FARAGO, attached please find the application, narrative, and final plat 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

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

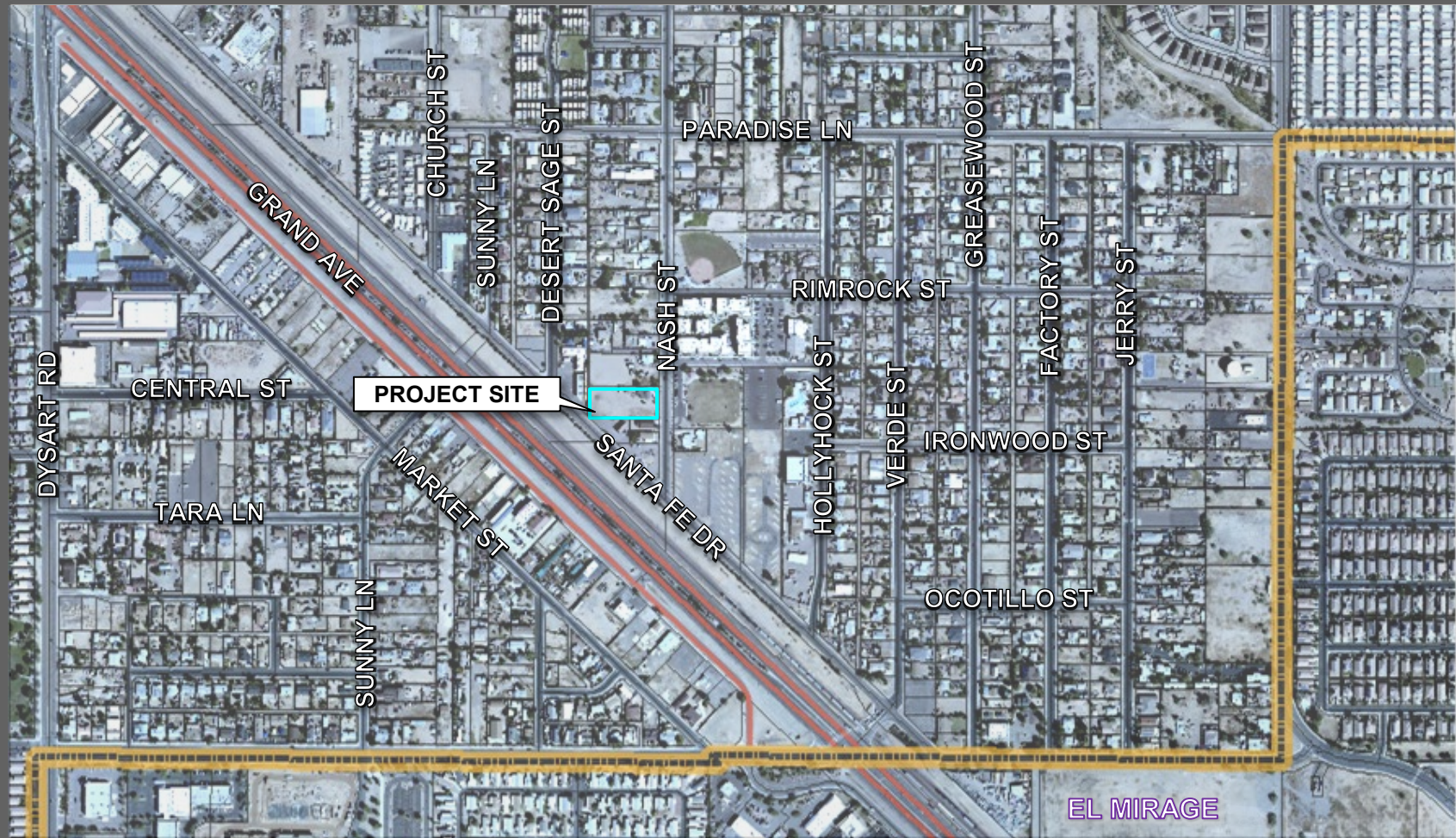
This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.

0.1



FS22-1366 Carmen Court Final Plat – Final Plat

City Council
March 5, 2024



FS22-1366 VICINITY MAP



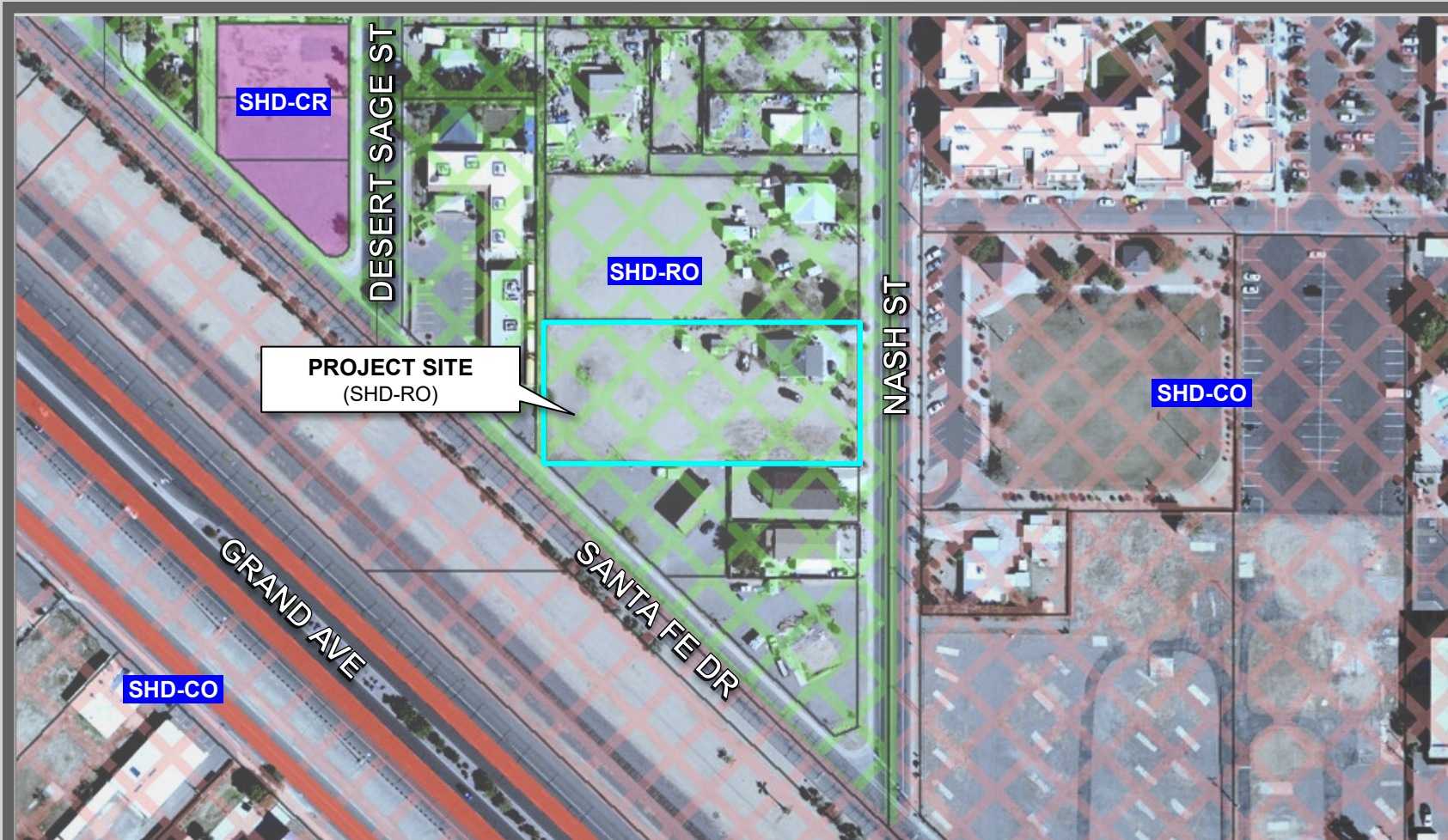
PROJECT SITE
(APPROX 0.943 AC)

FS22-1366 VICINITY MAP



BACKGROUND

- **December 6, 1960:** The Maricopa County Board of Supervisors adopted Resolution 1960, incorporating the original townsite of Surprise.
- **June 21, 2016:** The Mayor and City Council approved Ordinance #2016-17, a rezone request that replaced the Original Town Site (OTS) Zoning Overlay with the Surprise Heritage District Zoning Overlay and established the current zoning of the subject property (case number FS16-149).



FS22-1366 ZONING MAP



FS22-1366 PLAT EXHIBIT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

10' BOOK PAGE

10' BOOK PAGE

19. MCR

SW CORNER
SECTION 2
T 3N, R 1W
CITY OF SURPRISE
BRASS CAP IN
HAND HOLE

Greenway Road
S89°27'54"E 2631.41' (BASIS OF BEARINGS)

CENTER OF
SECTION 2
T 3N, R 1W
CALCULATED CORNER.
NOTHING FOUND OR SET

N. Nash Street

S. 1/4 COR.
SECTION 2
T 3N, R 1W
MARICOPA COUNTY
ALUMINUM CAP

LINE TABLE		
LINE	BEARING	LENGTH
L2	N00°06'00"E	5.00
L3	N00°35'17"E	13.00
L4	S89°24'23"W	146.51
L5	N89°24'23"W	109.72
L6	S00°35'17"E	13.00
L7	S00°35'17"E	13.00
L8	N89°24'23"W	22.35
L9	S89°24'23"W	19.31
L10	S89°24'23"W	10.00
L11	N00°06'00"E	18.67
L12	N89°24'23"W	61.43
L13	N89°24'23"W	99.67
L14	S00°06'00"E	5.00
L15	N00°35'17"E	13.00
L16	N89°24'23"W	149.58
L17	N89°24'23"W	114.32
L18	S00°35'17"E	18.00
L19	S00°35'17"E	18.00
L20	N89°24'23"W	43.32
L21	N89°24'23"W	77.44
L22	N89°24'23"W	99.67

CURVE TABLE

CURVE	RADIUS	LENGTH	DEL.
C1	28.00'	43.74'	89°30'
C2	28.00'	44.22'	90°29'

LOT	AREA
1	10,272 S.F.=0.236 Acres
2	10,272 S.F.=0.236 Acres
3	6,847 S.F.=0.157 Acres
4	6,847 S.F.=0.157 Acres
5	6,847 S.F.=0.157 Acres
TOTAL	41,085 S.F.=0.943 Acres

APN	ASSESSOR'S PARCEL NUMBER
ESTVE	EMERGENCY AND SERVICE TYPE VEHICLE EASEMENT
IEE	INGRESS AND EGRESS EASEMENT
MOR	MARICOPA COUNTY RECORDER
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
⑤	SURVEY MONUMENT
*	PROPERTY CORNER (SET 1/2" REBAR WITH CAP L510B46)
_____	PROPERTY LINE
_____	STREET CENTERLINE
_____	ADJACENT LOT OR R/W
_____	EASEMENT LINE

FS22-1366

	PREPARED FOR Carmen Fernandez FINAL PLAT OF CARMEN COURT A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GLA AND SALT RIVER BASE AND MORGAN, MARSHALL COUNTY, ARIZONA		
	Keogh Engineering, Inc. 606 S. 10TH AVENUE #10 • GARDEN GROVE, CALIF. 92640 TEL: 714-261-3030 FAX: 714-261-3031 WWW.KEOGEH.COM		
DRAWN BY SPK CHECKED BY DFK FIELD WORK BY DJK	 K&E		
DATE: JANUARY, 2024	JOB NO: 21882	NSP NO: E-21882	



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 5, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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, “Heritage Asante – Parcel 14” and received December 14, 2023, a property generally located south of Freedom Way and west of Asante Blvd; Case FS23-0463.

Motion:

I move to approve the Final Plat entitled, “Heritage Asante – Parcel 14” and received December 14, 2023.

Background:

The subject request involves a Final Plat for Heritage Asante Parcel 14. The proposed Final Plat includes the subdivision of a 22.84-acre parcel into 56 single-family lots and a 2.99-acre drainage easement dedication, for a net density of 2.82 DU/Ac.

Objective Analysis:

The subject Final Plat meets the requirements of the Paradiso Asante PUD, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The Final Plat is consistent with the Paradiso Asante PUD and achieves the goals and policies of the General Plan 2035.

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 staff levels.

ATTACHMENTS:

1. 00 - FS23-0463 Heritage Asante Parcel 14 Final Plat - Staff Report 03.05.24 CC
 2. 01 – FS23-0463 Heritage Asante Parcel 14 – Vicinity Map
 3. 02 – FS23-0463 Heritage Asante Parcel 14 – Zoning Map
 4. 03 – FS23-0463 Heritage Asante Parcel 14 – Final Plat
 5. 04 – FS23-0463 Heritage Asante Parcel 14 – Luke AFB Letter
 6. FS23-0463 Heritage Asante Parcel 14 Final Plat- Presentation
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0463

Project Name: Heritage Asante Parcel 14 Final Plat

Council District: 1 – Acacia

City Council Date: March 05, 2024

Planner: Leslie Carnie, Planner II

Owner: DRP AZ 5, LLC

Applicant: Diego Ortiz of HILGARTWILSON

Request: The applicant seeks approval of the Final Plat for the subject property.

Site Location: Generally located south of Freedom Way and west of Asante Boulevard

Site Size: 22.84 gross acres (approx.)

Density: 2.82 DU/Ac (net)

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

Findings:

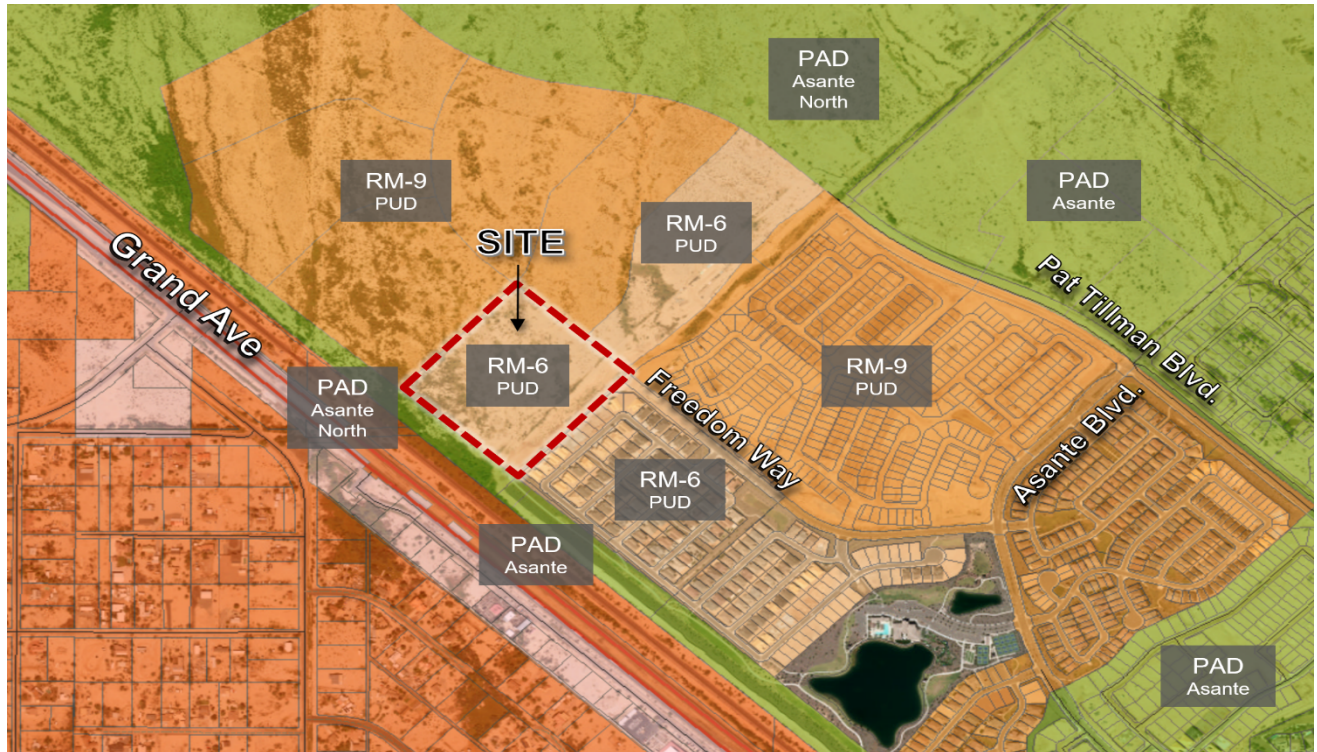
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-1425.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

PROJECT DESCRIPTION:

Diego Ortiz of HILGARTWILSON, on behalf of DRP AZ 5, LLC, seeks approval of a Final Plat for Heritage Parcel 14. The applicant seeks to subdivide the subject property into 56 single-family lots and a 2.99-acre drainage easement dedication over approximately 22.84 gross acres, for a net residential density of 2.82 DU/Ac. The proposed subdivision will be integrated into the larger Heritage Asante community.

SURROUNDING LAND ZONING:

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



RM-9 with PUD Overlay	RM-9 with PUD Overlay	RM-6 with PUD Overlay
PAD – Asante North	RM-6 with PUD Overlay	RM-6 with PUD Overlay
PAD – Asante North	PAD – Asante	RM-9 with PUD Overlay

BACKGROUND:

November 3, 1988: A portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

October 14, 2004: Another portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

November 24, 2004: The City Council Approved Ordinance 04-41 for the Asante Planned Area Development under case PAD04-124.

July 27, 2006: The City Council Approved Ordinance 06-34 for the Asante North Planned Area Development under case PAD06-045.

September 19, 2017: The City Council adopted amendments to the Asante and Asante North PADs to accommodate creation of the Heritage Asante Planned Unit Development, an active adult community, under cases FS17-010, FS17-011, and FS17-012.

April 20, 2023: The Planning and Zoning Commission approved a Preliminary Plat for Heritage Asante Parcels 11 & 14 under case FS22-1425.

June 07, 2023: The applicant filed the subject case, FS23-0463.

ANALYSIS AND DISCUSSION:

The subject request includes a Final Plat for Parcel 14 within the Heritage Asante development. This Final Plat consists of 56 lots, with a minimum lot size of 58' x 110'. This is consistent with the approved Preliminary Plat and the Paradiso Asante PUD requirements.

Access

Access will be provided from Freedom Way on the northeast side of the development via 177th Avenue. Additional internal access will be provided to Parcel 15 once it is developed.

Open Space & Landscaping

There is a total of approximately 5.31 acres of open space within Parcel 14, of which approximately 2.18 acres is passive and approximately 3.13 acres is active. In addition, the 2.99-acre dedication for a drainage channel will be landscaped and provide additional open space. Landscaping will incorporate native and low water use plants, as required by the city, and will be consistent with the overall Heritage Asante Development.

Utility and Services Table:

Water:	City of Surprise
Wastewater:	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, which supports residential development of up to 8 dwelling units/acre or more. At a net density of 2.82 dwelling units/acre, this development is consistent with the General Plan in this regard.

This request is also consistent with the General Plan in that it promotes connectivity to existing and future development within the Heritage Asante development for a range of mobility options.

Reviewing Agencies:

This request was reviewed by internal city reviewing departments, who indicated no objection to the request. The following external agencies also indicated no objection to the request: Maricopa Water District, Luke Air Force Base.

The following external agencies were included in the review request but did not provide a response: Arizona Department of Transportation, Maricopa County Flood Control District, Maricopa County Department of Transportation, Maricopa County Planning Department, Maricopa Association of Governments, Dysart Unified School District, United States Postal Service, Cox, Beardsley Water Company, Liberty Utilities, and Southwest Gas.

Summary:

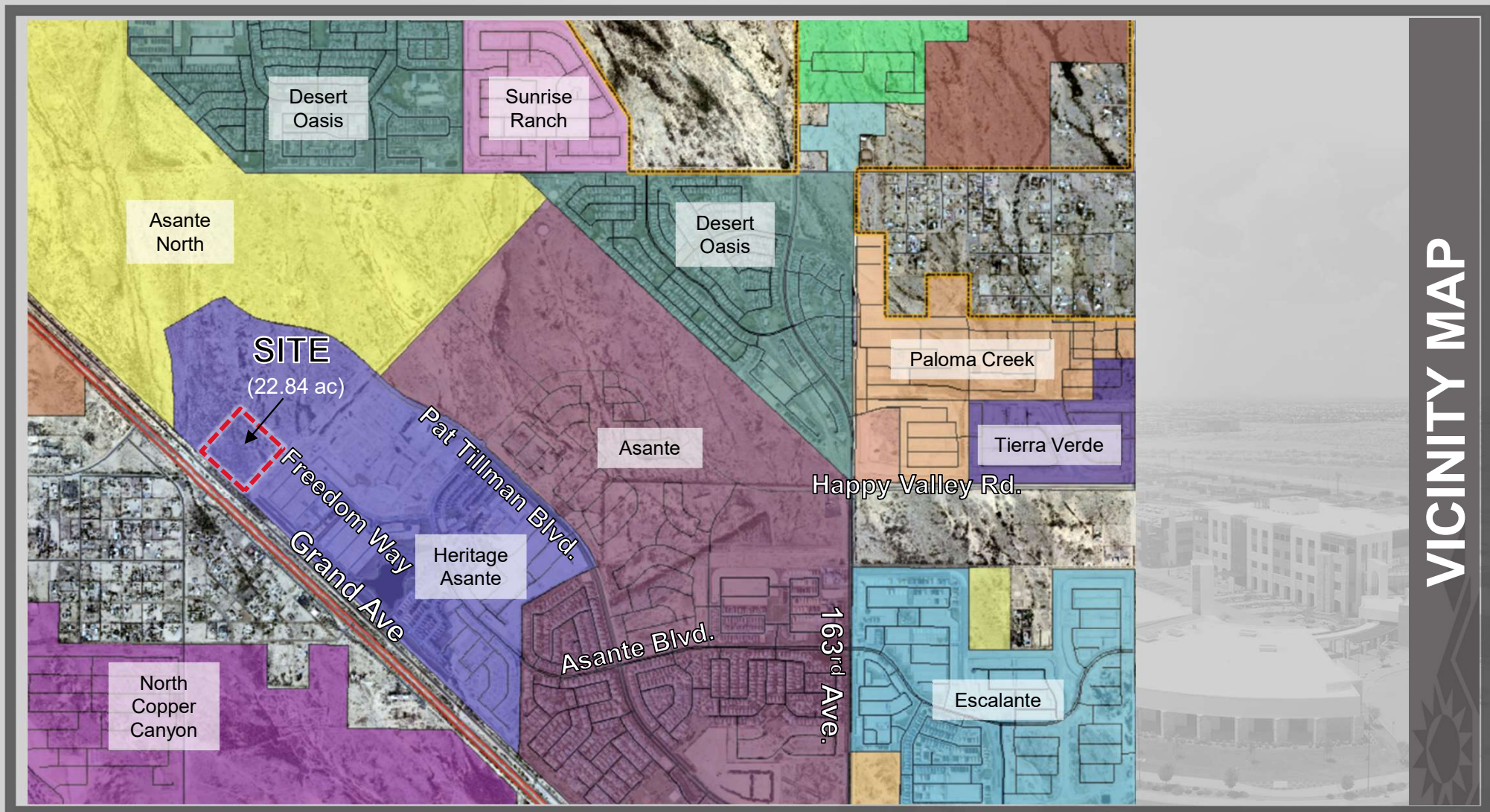
The subject Final Plat meets the requirements of the Paradiso Asante PUD, in addition to other applicable requirements. All city reviewing departments have reviewed the request and expressed no concerns.

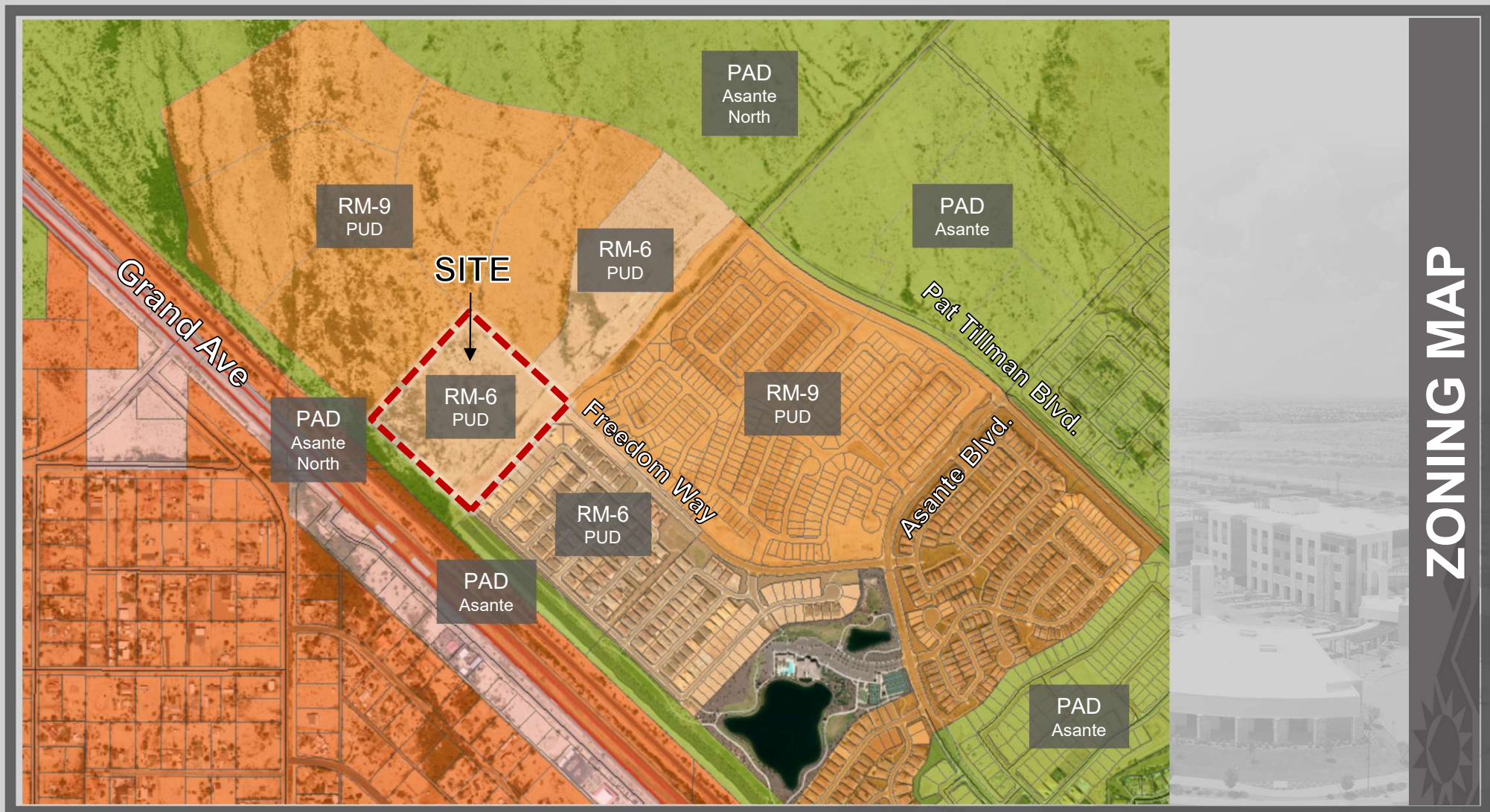
Findings:

- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-1425.
- 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 Luke AFB Letter
PPT





ZONING MAP

FINAL PLAT
OF
HERITAGE ASANTE - PARCEL 14
SURPRISE, ARIZONA
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2,
AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP
4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "HERITAGE ASANTE - PARCEL 14", BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "HERITAGE ASANTE - PARCEL 14" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

TRACT A IS HEREBY DECLARED AS PRIVATE ACCESSWAY TO BE OWNED AND MAINTAINED BY HERITAGE ASANTE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION. AN EASEMENT FOR PUBLIC WATER AND SEWER, REFUSE COLLECTION, DRAINAGE AND EMERGENCY AND SERVICE TYPE VEHICLE ACCESS IS HEREBY DEDICATED TO THE PUBLIC OVER TRACT A.

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, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT 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.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE CROSS ACCESS 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 PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE 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.

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNERS 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 OWNERS 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 CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

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.

IN WITNESS WHEREOF:

DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 19 DAY OF October, 2023.

DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: DW GENERAL PARTNER, LLC

ITS: MANAGER

BY: Harold Henninger

NAME: Harold Henninger

ITS: AUTHORIZED SIGNATORY

ACKNOWLEDGMENT

STATE OF New York }
COUNTY OF New York } SS

ON THIS, THE 19 DAY OF October, 2023, BEFORE ME APPEARED Harold Henninger WHO ACKNOWLEDGED TO BE THE AUTHORIZED SIGNATORY OF DW GENERAL PARTNER, LLC, AS MANAGER OF DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH AUTHORIZED SIGNATORY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

Notary Public

04-25-2026
MY COMMISSION EXPIRES



COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, Sherrie Eckert AS DIRECTOR OF HERITAGE ASANTE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

BY: Sherrie Eckert

TITLE: DIRECTOR

PRINTED NAME: Sherrie Eckert

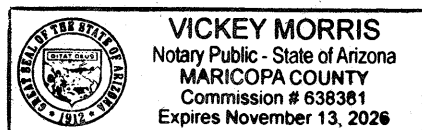
ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE 19 DAY OF January, 2024, BEFORE ME, PERSONALLY APPEARED Sherrie Eckert WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE Director OF THE ASSOCIATION AND ACKNOWLEDGED THAT HE/SHE AS Director BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED HEREIN, BY SIGNING IN THE NAME OF THE ASSOCIATION, BY HIMSELF/HERSELF AS, Director.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

BY: Vickey Morris DATE: 1/2/2024



LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 2 AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 11 FROM WHICH A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER THEREOF BEARS SOUTH 00°43'44" WEST, 2644.11 FEET;

THENCE NORTH 00°42'32" EAST, 2240.69 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE LEAVING SAID EAST LINE, NORTH 89°17'28" WEST, 4212.04 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 46°13'34" WEST, 846.00 FEET;

THENCE NORTH 43°17'04" EAST, 237.08 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 55.00 FEET, THE CENTER OF WHICH BEARS NORTH 76°20'25" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°17'09", AN ARC LENGTH OF 71.31 FEET TO A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, THE CENTER OF WHICH BEARS NORTH 28°37'56" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", AN ARC LENGTH OF 16.65 FEET TO A TANGENT LINE;

THENCE NORTH 43°17'04" EAST, 6.67 FEET;

THENCE NORTH 04°08'44" WEST, 27.06 FEET;

THENCE NORTH 43°17'09" EAST, 40.14 FEET;

THENCE NORTH 85°50'17" EAST, 14.77 FEET;

THENCE NORTH 51°03'47" WEST, 115.40 FEET;

THENCE NORTH 43°17'04" EAST, 666.96 FEET;

THENCE SOUTH 46°42'56" EAST, 529.69 FEET;

THENCE SOUTH 01°42'56" EAST, 28.28 FEET;

THENCE SOUTH 46°42'56" EAST, 60.00 FEET;

THENCE NORTH 88°17'04" EAST, 28.28 FEET;

THENCE SOUTH 46°42'56" EAST, 370.31 FEET TO THE NORTHERNMOST CORNER OF THE FINAL PLAT OF HERITAGE ASANTE - PARCEL 6 PHASE 2 AS RECORDED IN BOOK 1593, PAGE 27, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE SOUTH 43°46'26" WEST, 1057.44 FEET ALONG THE NORTHWESTERLY LINE OF SAID HERITAGE ASANTE - PARCEL 6 PHASE 2 AND THE SOUTHWESTERLY PROLONGATION THEREOF TO THE POINT OF BEGINNING.

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 00°43'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, PER THE RECORD OF SURVEY BOOK 1390, PAGE 2, RECORDS OF MARICOPA COUNTY.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04-07-523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

OWNER

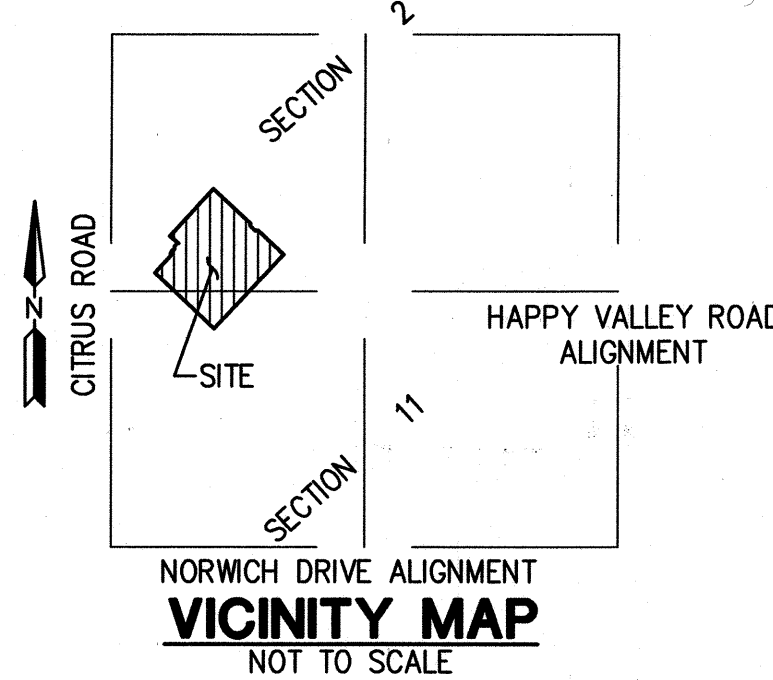
DRP AZ 5, LLC
1665 W ALAMEDA DR., SUITE 130
TEMPE, AZ 85282
PHONE: (480) 332-6674
CONTACT: JOAN SCARBROUGH

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: BRIAN J. BENEDICT, RLS

SHEET INDEX

FP01 COVER SHEET
FP02 SHEET INDEX MAP, NOTES,
LOT/TRACT AREA TABLE, LOT
SETBACK & VISIBILITY DETAIL
FP03-FP06 FINAL PLAT



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

DRP AZ 5, LLC, A DELAWARE 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.

DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OWNER"), DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

EACH 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, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2024, 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 _____, 2024.

MAYOR

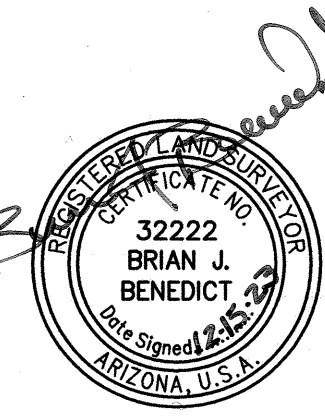
ATTEST:

CITY CLERK

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS# 32222
HILGARTWILSON, LLC.
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
bbenedict@hilgartwilson.com



NOTE:

A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	8561	0.1965
LOT : 2	16546	0.3798
LOT : 3	8703	0.1998
LOT : 4	8750	0.2009
LOT : 5	8750	0.2009
LOT : 6	8750	0.2009
LOT : 7	8750	0.2009
LOT : 8	8750	0.2009
LOT : 9	8750	0.2009
LOT : 10	8714	0.2000
LOT : 11	8791	0.2018
LOT : 12	9070	0.2082
LOT : 13	9000	0.2066
LOT : 14	8400	0.1928
LOT : 15	8400	0.1928
LOT : 16	8400	0.1928
LOT : 17	8400	0.1928
LOT : 18	8400	0.1928
LOT : 19	8508	0.1953

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 20	8507	0.1953
LOT : 21	8400	0.1928
LOT : 22	8400	0.1928
LOT : 23	8400	0.1928
LOT : 24	8400	0.1928
LOT : 25	8400	0.1928
LOT : 26	9000	0.2066
LOT : 27	9070	0.2082
LOT : 28	9070	0.2082
LOT : 29	9000	0.2066
LOT : 30	9000	0.2066
LOT : 31	8400	0.1928
LOT : 32	8400	0.1928
LOT : 33	8400	0.1928
LOT : 34	8400	0.1928
LOT : 35	8470	0.1944
LOT : 36	8470	0.1944
LOT : 37	8400	0.1928
LOT : 38	8400	0.1928

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 39	8400	0.1928
LOT : 40	8400	0.1928
LOT : 41	9000	0.2066
LOT : 42	9000	0.2066
LOT : 43	9070	0.2082
LOT : 44	9983	0.2292
LOT : 45	9375	0.2152
LOT : 46	9375	0.2152
LOT : 47	9375	0.2152
LOT : 48	9250	0.2124
LOT : 49	8747	0.2008
LOT : 50	12355	0.2836
LOT : 51	14470	0.3322
LOT : 52	8685	0.1994
LOT : 53	8400	0.1928
LOT : 54	8400	0.1928
LOT : 55	8750	0.2009
LOT : 56	8750	0.2009

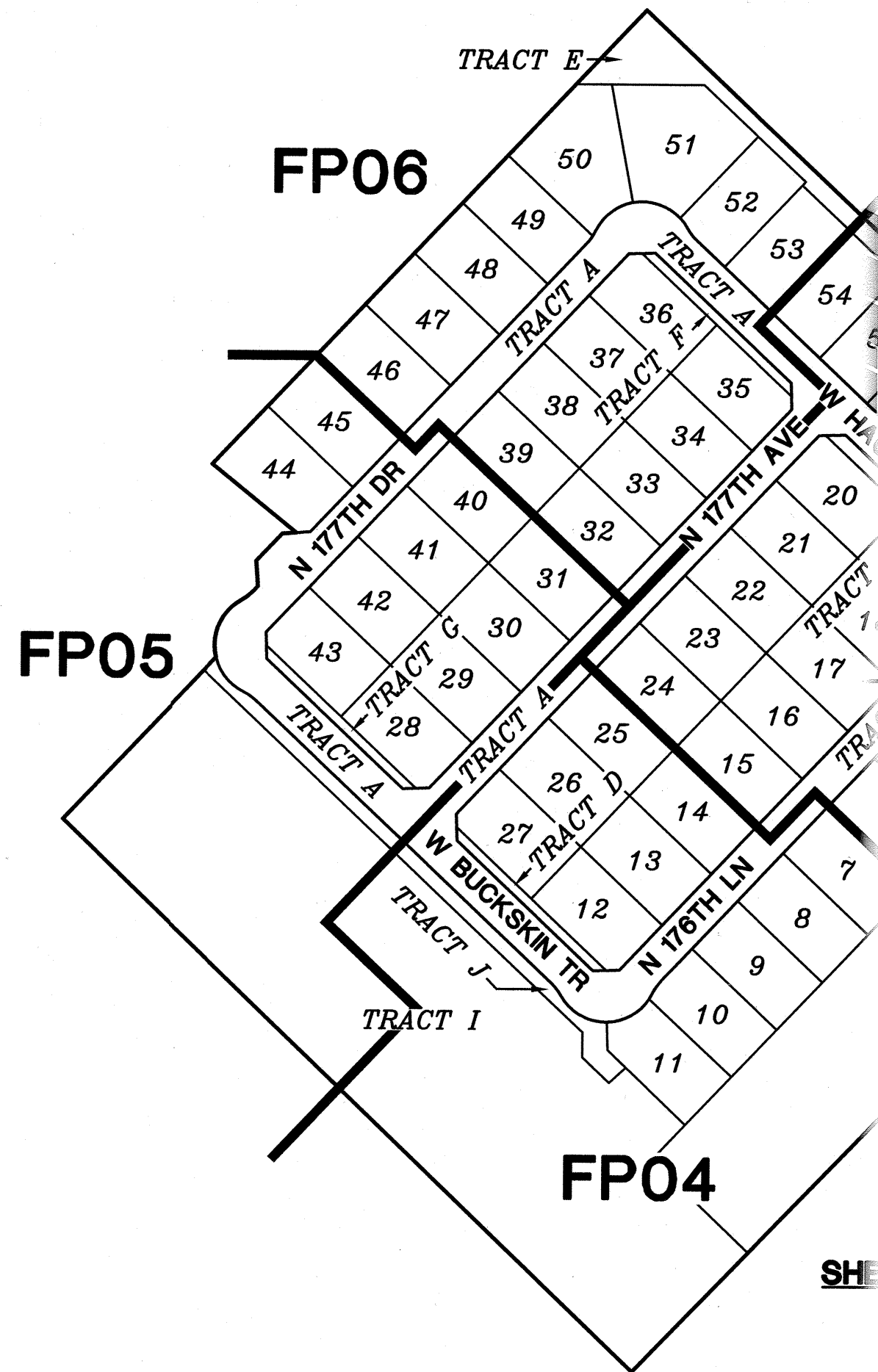
SITE SUMMARY TABLE		
OVERALL GROSS AREA	994,804 SQ.FT.	22.8375 AC.
OVERALL NET AREA (LESS TRACT A)	864,606 SQ.FT.	19.8486 AC.
TOTAL NUMBER OF LOTS: SINGLE FAMILY	56	
TOTAL LOT AREA	505,164 SQ.FT.	11.5970 AC.
TOTAL TRACTS (B - J)	359,442 SQ.FT.	8.2516 AC.
TOTAL PERCENTAGE OF OPEN SPACE (%)	36.00%	
TRACT A	130,198 SQ.FT.	2.9889 AC.
MINIMUM LOT SIZE (SF)	8,400	
AVERAGE LOT SIZE (SF)	9,071	
MINIMUM LOT WIDTH	70'	
MINIMUM LOT DEPTH	120'	
DENSITY (DU/AC): PER GROSS AREA	2.45	
DENSITY (DU/AC): PER NET AREA	2.82	

DEVELOPMENT STANDARDS TABLE - PER HERITAGE ASANTE PUD, FS-21-1002, OR SUBSEQUENT AMENDMENTS	
	PARCEL 14
ZONING	RM-6 PUD
TYPICAL LOT	58'X110'
MIN. AREA	6,380
MIN. WIDTH	58'
MIN. DEPTH	110'
BUILDING SETBACKS (2)	
FRONT (2)	20/12' FOR LIVING AREA OR SIDE ENTRY GARAGE (6)
SIDE (2)	5' / 8'
STREET SIDE (2)(3)	13'
REAR (2)	15'
REAR ADJ. TO ARTERIAL (2)(7)(8)	20'
MIN. DISTANCE BETWEEN HOUSES	10'
BLDG. HEIGHT	30'
LOT COVERAGE	50%

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	2.9889	PRIVATE ACCESSWAY, WATER & SEWER EASEMENT
TRACT B	2.9541	COMMON AREA, DRAINAGE, ACTIVE & PASSIVE, SEWER EASEMENT
TRACT C	0.0740	COMMON AREA, PASSIVE
TRACT D	0.0482	COMMON AREA, PASSIVE
TRACT E	0.3634	COMMON AREA, DRAINAGE, PASSIVE
TRACT F	0.0482	COMMON AREA, PASSIVE
TRACT G	0.0482	COMMON AREA, PASSIVE
TRACT H	0.3514	COMMON AREA, DRAINAGE, PASSIVE, WATER EASEMENT
TRACT I	4.1411	COMMON AREA, DRAINAGE, ACTIVE & PASSIVE, SEWER EASEMENT
TRACT J	0.2231	COMMON AREA, DRAINAGE, PASSIVE, SEWER EASEMENT

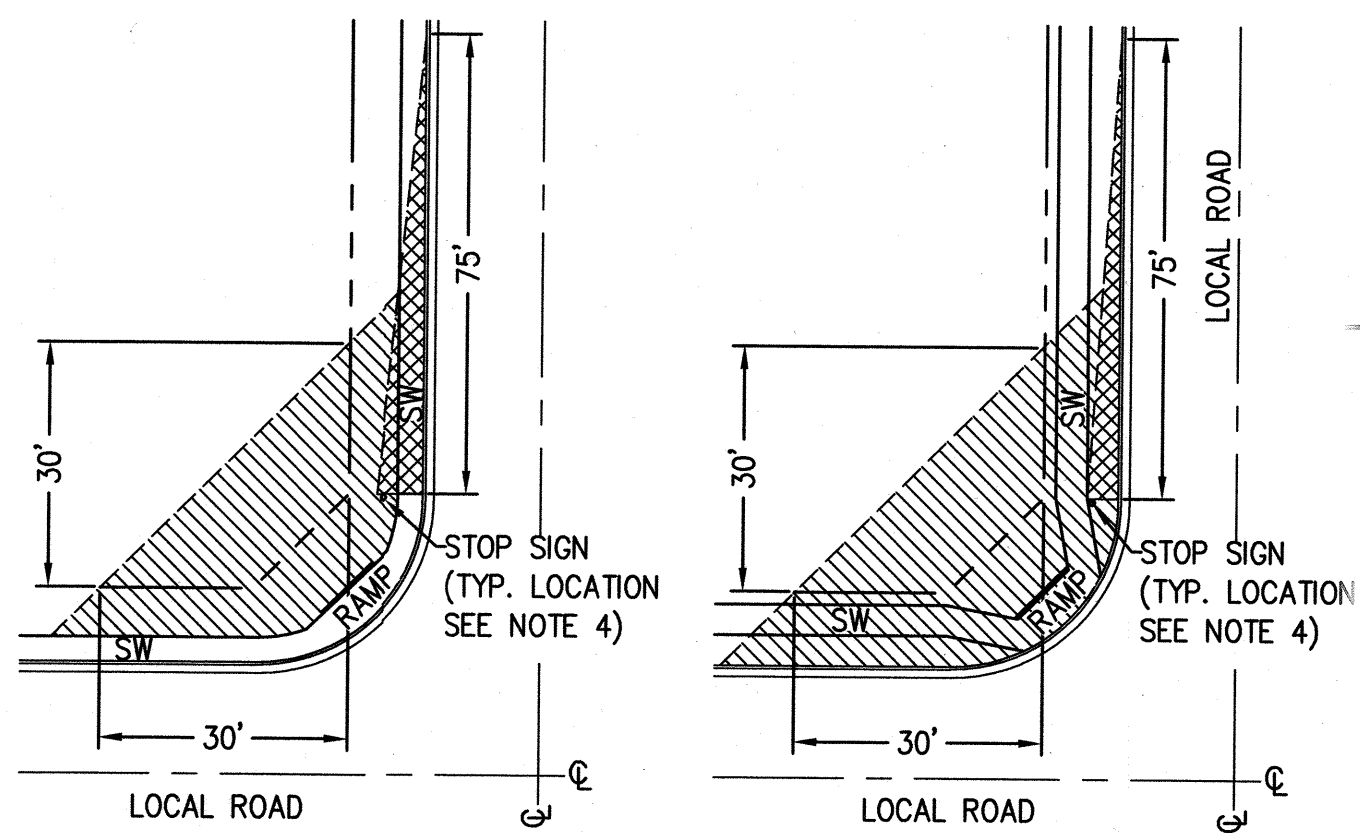
NOTES:

- COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
- THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.
- SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.



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FINAL PLAT
SURPRISE, ARIZONA



**LOCAL STREET
SIGHT VISIBILITY TRIANGLES**

CITY OF SURPRISE SUPPLEMENTAL ENGINEERING DEVELOPMENT STANDARDS
DETAILS FOR PUBLIC CONSTRUCTION: DETAIL NO. 4-02
SEE DETAIL NO. 4-01 SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL &
COLLECTOR STREETS



MUNICIPAL TRACKING NO:

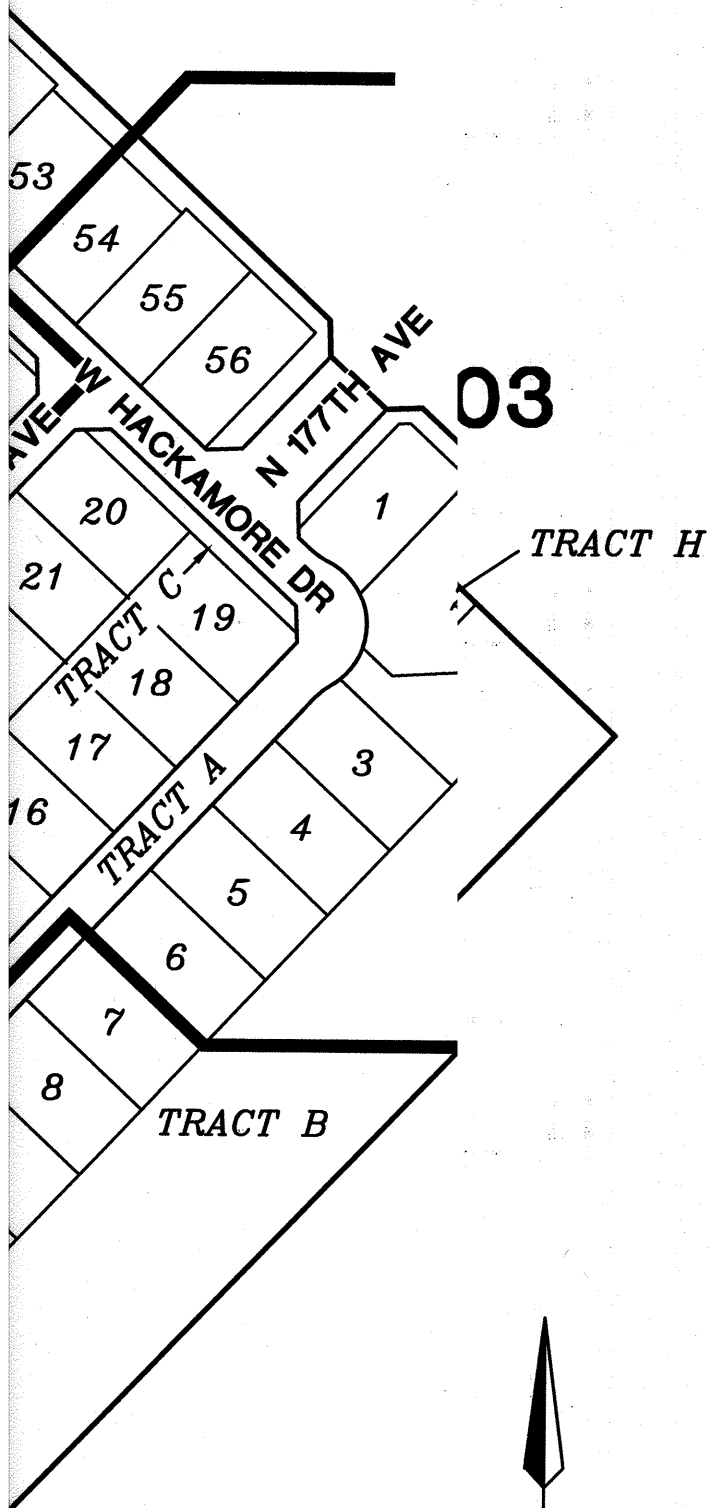
SCALE: NONE
DRAWN: JHVD
APPROVED: BJB

WG. NO.

P02

2 OF 6

FS23-0463



SHEET INDEX MAP

NOT TO SCALE

NOTES:

- SIGNS, FENCES, UTILITY BOXES, STRUCTURES, SHRUBS OR OTHER PLANTS, BUT EXCLUDING TREES 30 INCHES IN HEIGHT SHALL NOT BE WITHIN THE RESTRICTED AREAS.

- PLANTING WITHIN VIEW EASEMENTS SHALL BE PER THE TYPES AND DIMENSIONS AND SENCROACH WITHIN THE SIGHT TRIANGLE PER GUIDELINES.

- TREES ARE WITHIN THE RESTRICTED AREAS PROVIDED:

- NO LIMBS, NEEDLES OR OTHER FOLIAGE ABOVE 30" OR BELOW 84" INCHES ARE PERMITTED.

- TREES SHALL SUBSTRUCT MORE THAN 20% OF THE VISIBILITY COMBINED WITH OTHER OBSTRUCTIONS PER

- STOP SIGN SHALL BE AT 2' MINIMUM BEHIND BACK OF C

- UNOBSTRUCTED EASEMENT AREA (SEE NOTE)

- NO VEGETATION 30 INCHES IN HEIGHT

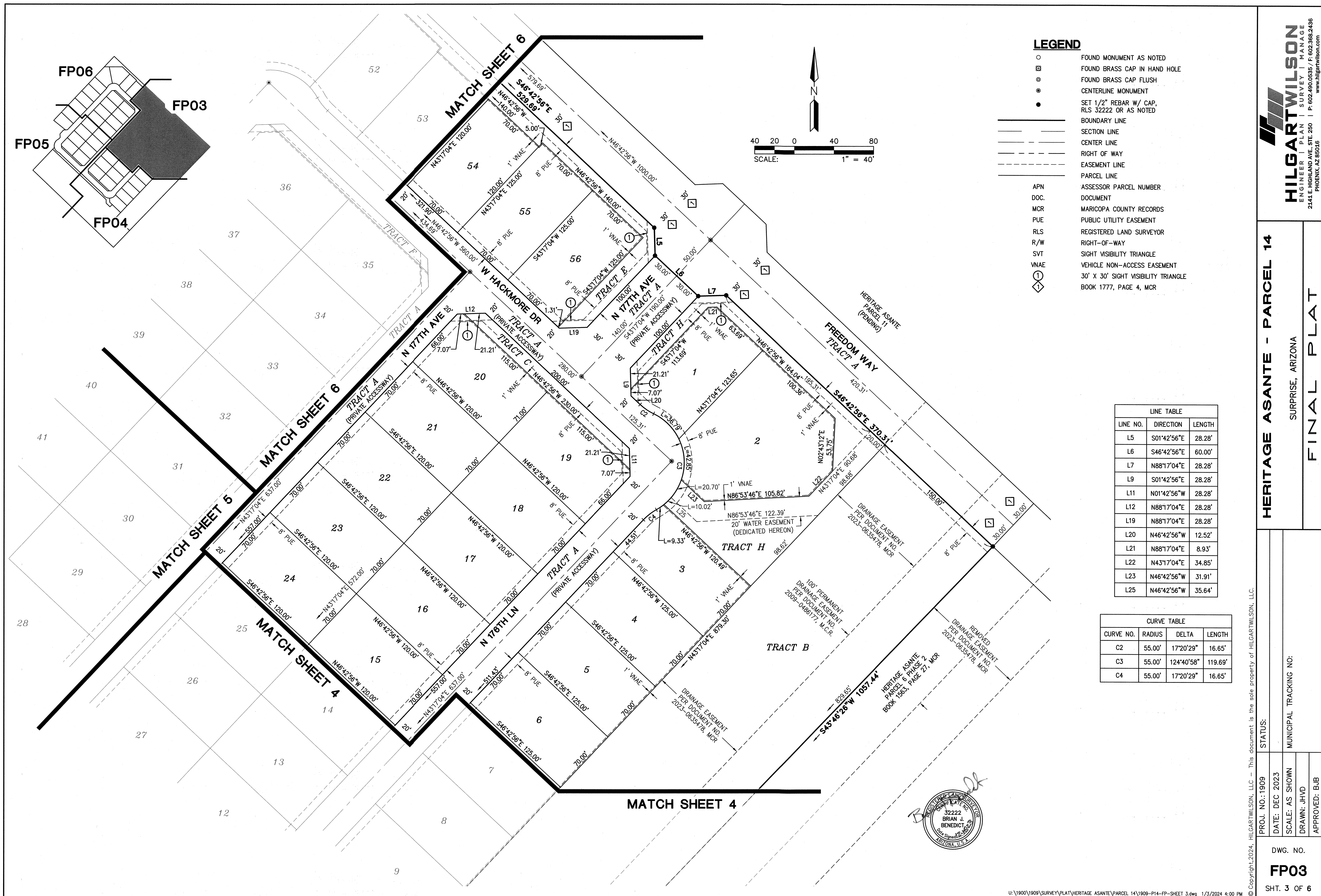
NOTES

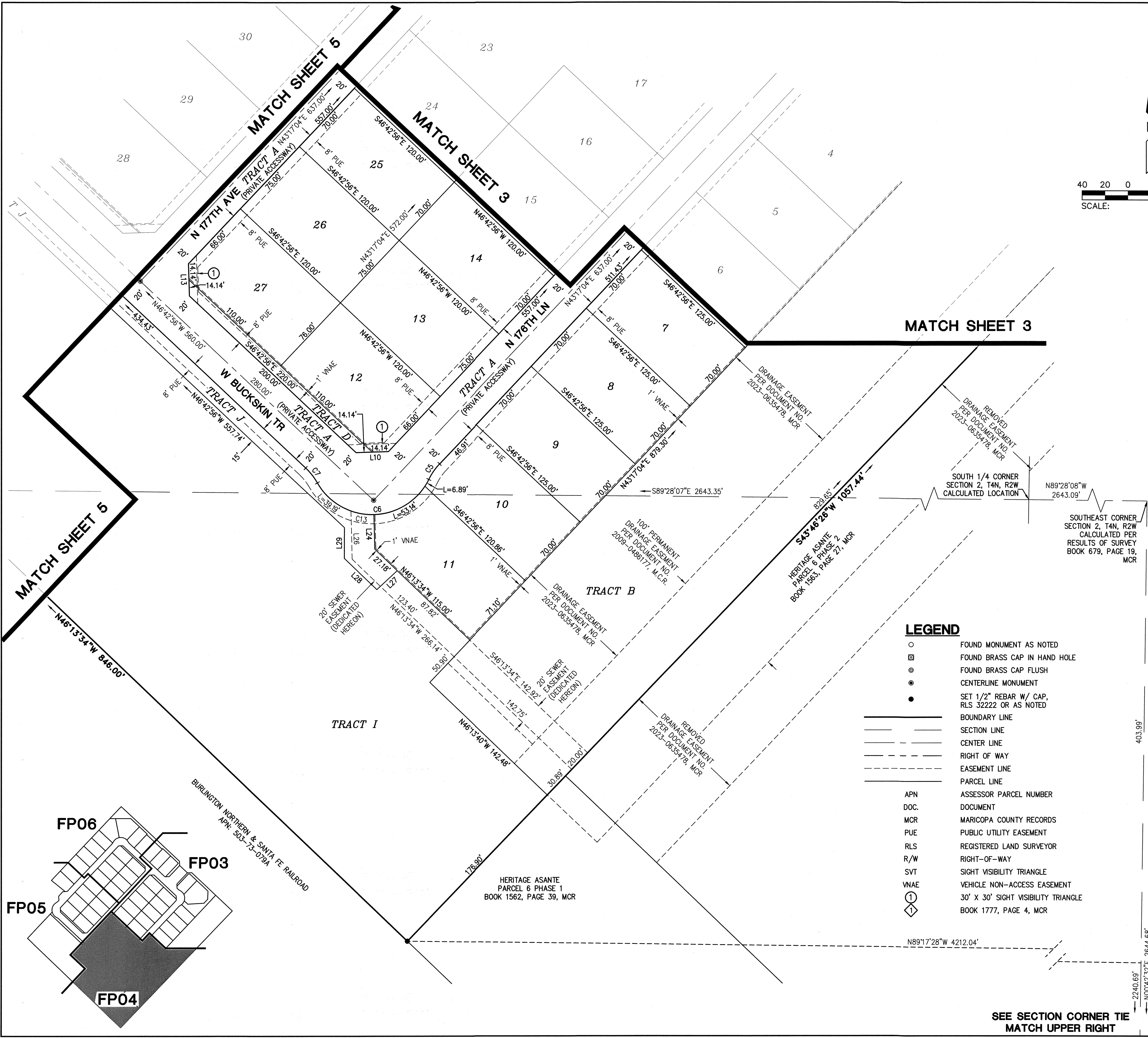
- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'X30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 02)
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- 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 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 HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
- 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 RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE PROPERTY OWNER.
- TOTAL NUMBER OF LOTS = 56
- DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS17-010 OR AS SUBSEQUENTLY AMENDED.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS22-1425

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS NO. 04013C1205L AND 04013C1210L, 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.





**SECTION CORNER TIE
MATCH LOWER RIGHT**

EAST 1/4 CORNER SEC. 11, T4N, R2W
FOUND MARICOPA COUNTY ALUMINUM
CAP WITH SECTION CORNER MARKINGS
& RLS 35832 (BENT LOCATED WHERE
GOES IN GROUND)
POINT OF COMMENCEMENT

2240.69'
N00°42'32"E
2644.68'

500°43'44"W 2644.11'
(BASIS OF BEARING)

SOUTHEAST CORNER
SECTION 11, T4N, R2W
FOUND MARICOPA COUNTY
ALUMINUM CAP STAMPED WITH
SECTION CORNER MARKINGS
RLS 35832

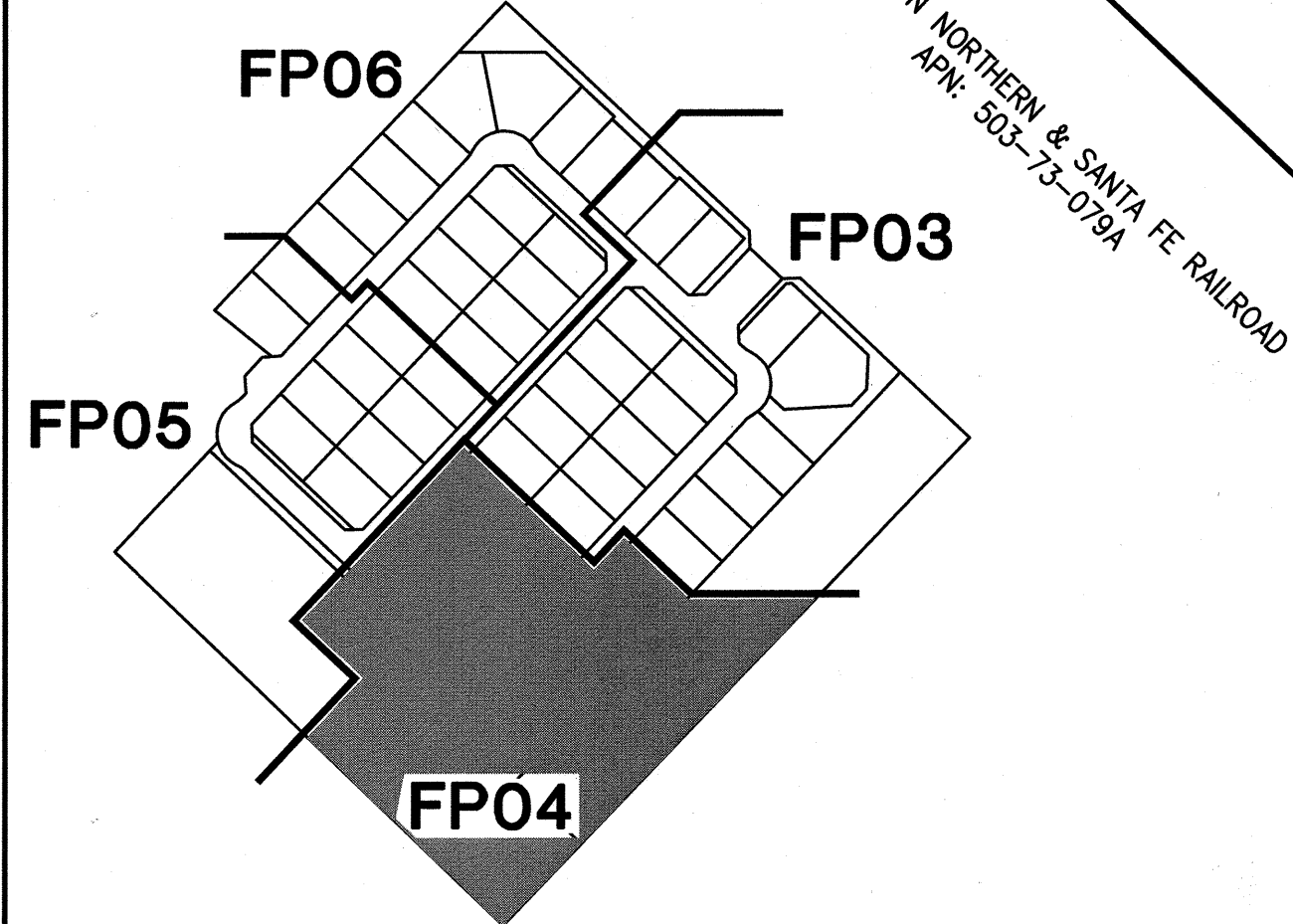
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L10	N88°17'04"E	28.28'
L13	S01°42'56"E	28.28'
L24	N01°31'08"W	30.15'
L26	N01°31'08"W	42.14'
L27	S47°17'12"W	24.26'
L28	N46°18'03"W	39.40'
L29	N00°06'47"E	26.83'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C5	55.00'	17°20'29"	16.65'
C6	55.00'	124°40'58"	119.69'
C7	55.00'	17°20'29"	16.65'
C13	55.00'	21°19'25"	20.47'



LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- CENTERLINE MONUMENT
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT LINE
- PARCEL LINE
- APN ASSESSOR PARCEL NUMBER
- DOC. DOCUMENT
- MCR MARICOPA COUNTY RECORDS
- PUE PUBLIC UTILITY EASEMENT
- RLS REGISTERED LAND SURVEYOR
- R/W RIGHT-OF-WAY
- SVT SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- ① 30' X 30' SIGHT VISIBILITY TRIANGLE
- ② BOOK 1777, PAGE 4, MCR



SEE SECTION CORNER TIE
MATCH UPPER RIGHT

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PHOENIX, AZ 85016
www.hilgartwilson.com

HERITAGE ASANTE - PARCEL 14

SURPRISE, ARIZONA

FINAL PLAT

STATUS: PROJECT NO.: 1909
DATE: DEC 2023
SCALE: AS SHOWN
DRAWN: JHYD
APPROVED: BJB

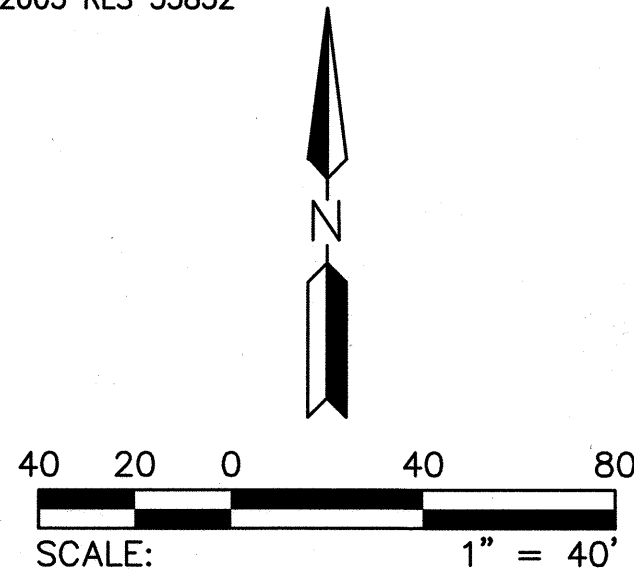
MUNICIPAL TRACKING NO:

DWG. NO.
FP04
SHT. 4 OF 6

FS23-0463

WEST 1/4 CORNER
SECTION 2, T4N, R2W
FOUND 2" MARICOPA COUNTY
ALUMINUM CAP WITH SECTION
CORNER MARKINGS
DATED 2003 RLS 35832

EAST 1/4 CORNER
SECTION 2, T4N, R2W
FOUND 2" MARICOPA COUNTY
ALUMINUM CAP WITH SECTION
CORNER MARKINGS DATED 2004
RLS 35852



FOUND RM#2 MCDOT
ALUMINUM CAP STAMPED
W/ SECTIONAL MARKINGS,
2004, RLS 35832 85.0'

SOUTHWEST CORNER
SECTION 2, T4N, R2W
CALCULATED LOCATION

(UNSUBDIVIDED)
DRP AZ 5 LLC
DOC. 2022-0455204, MCR

R=55.00'
D=17°20'29"
L=16.65'

R=55.00'
D=74°17'09"
L=71.31'

N23°28'59"E
RADIAL

BURLINGTON NORTHERN & SANTA FE RAILROAD
APN: 503-73-078

TRACT I

S89°28'07"E 2643.35'

N46°13'34"W 846.00'

MATCH SHEET 6

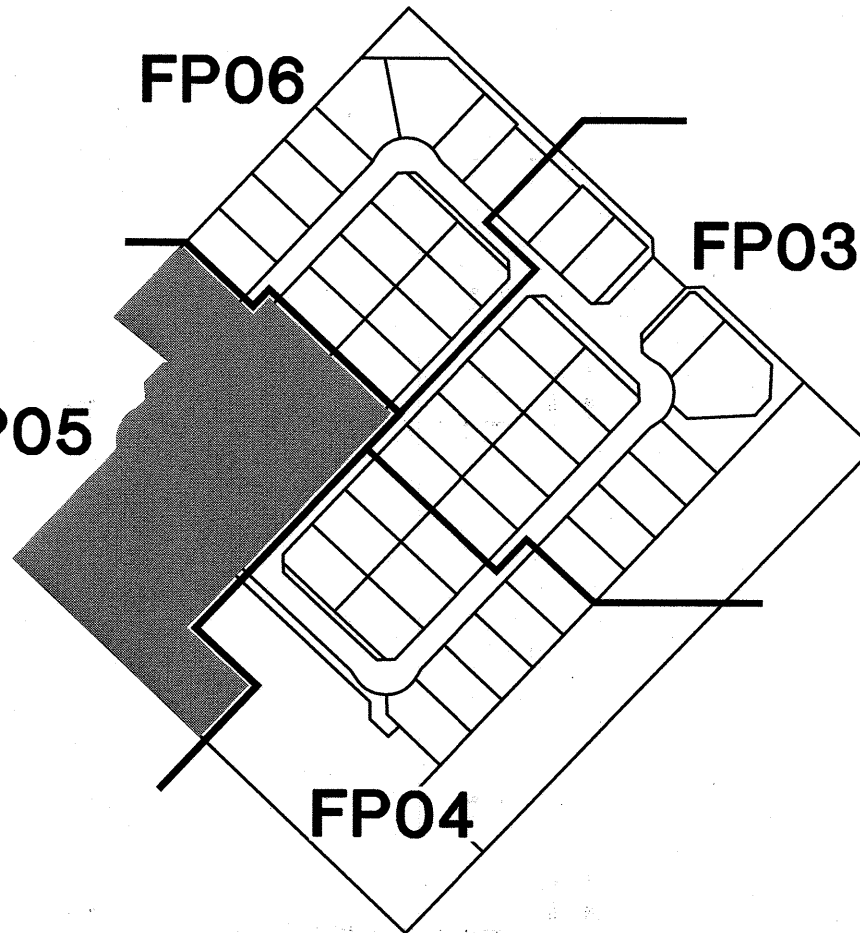
MATCH SHEET 4

MATCH SHEET 3

MATCH SHEET 6

LEGEND

- FOUND MONUMENT AS NOTED
- ⊗ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- CENTERLINE MONUMENT
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT LINE
- PARCEL LINE
- APN ASSESSOR PARCEL NUMBER
- DOC. DOCUMENT
- MCR MARICOPA COUNTY RECORDS
- PUE PUBLIC UTILITY EASEMENT
- RLS REGISTERED LAND SURVEYOR
- R/W RIGHT-OF-WAY
- SVT SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- ① 30' X 30' SIGHT VISIBILITY TRIANGLE
- ① BOOK 1777, PAGE 4, MCR



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N43°17'04"E	6.67'
L2	N04°08'44"W	27.06'
L3	N43°17'09"E	40.14'
L4	N85°50'17"E	14.77'
L8	N38°07'15"E	18.32'
L14	N88°17'04"E	28.28'
L17	S01°42'56"E	28.28'
L18	N85°50'17"E	29.47'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	6000.00'	0°22'58"	40.08'
C8	55.00'	17°20'29"	16.65'
C9	55.00'	74°17'09"	71.31'



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HERITAGE ASANTE - PARCEL 14

SURPRISE, ARIZONA

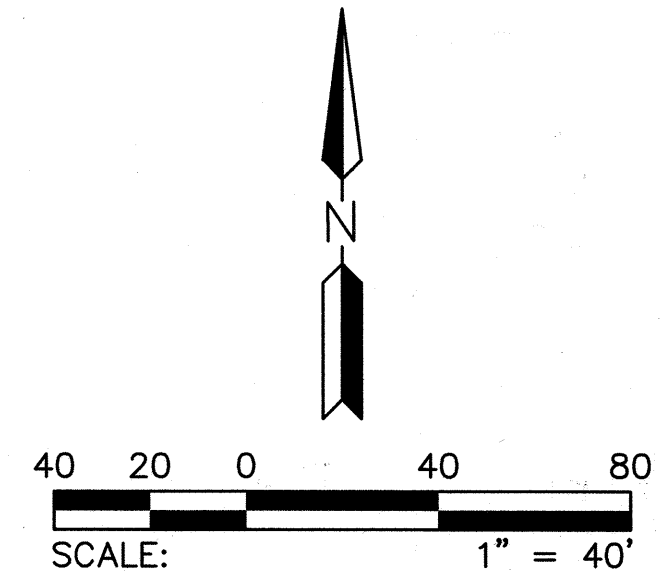
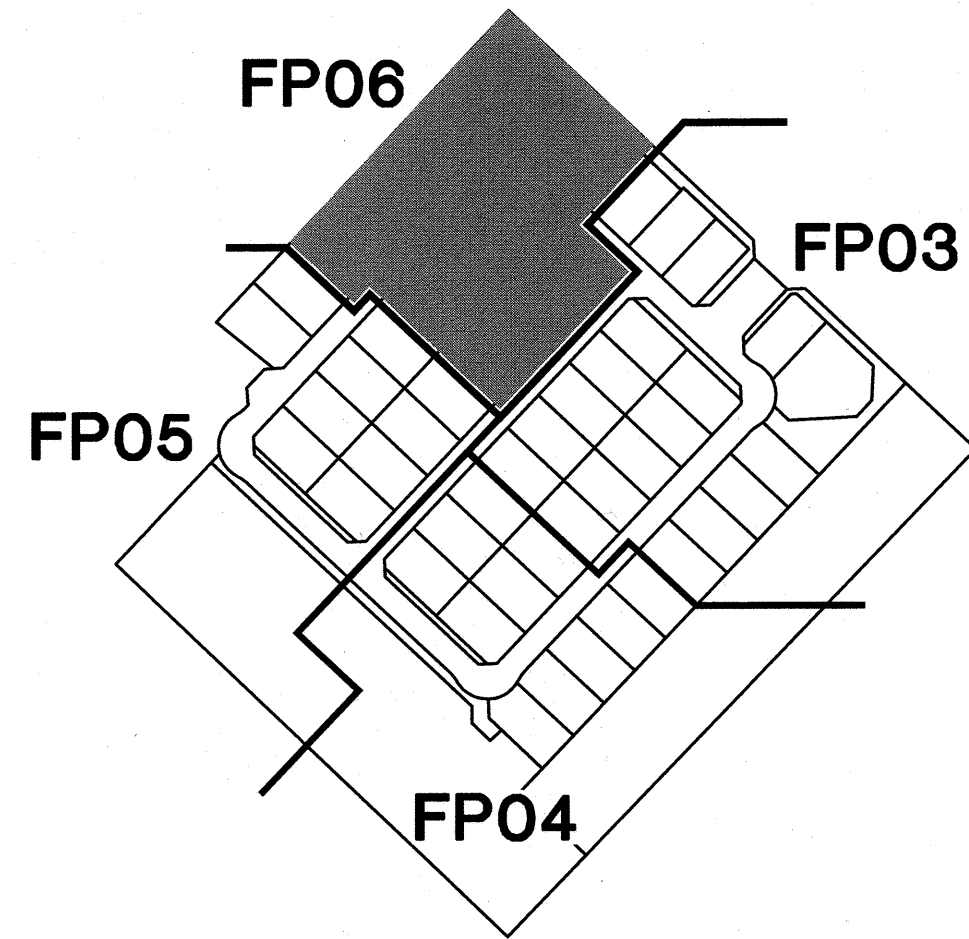
FINAL PLAT

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PROJ. NO.: 1909
DATE: DEC 2023
SCALE: AS SHOWN
DRAWN: JHVD
APPROVED: BJB

DWG. NO.
FP05
SHT. 5 OF 6

FS23-0463

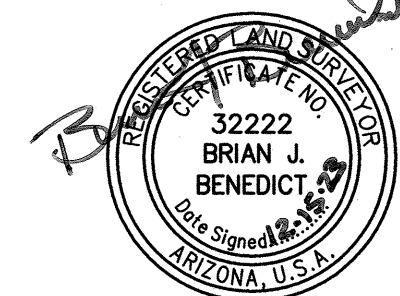


LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- CENTERLINE MONUMENT
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- VNAE VEHICLE NON-ACCESS EASEMENT
- ① 30' X 30' SIGHT VISIBILITY TRIANGLE
- ② BOOK 1777, PAGE 4, MCR

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L15	S01°42'56"E	28.28'
L16	N88°17'04"E	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C10	55.00'	17°20'29"	16.65'
C11	55.00'	124°40'58"	119.69'
C12	55.00'	17°20'29"	16.65'





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

5 July 2023

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

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

Re: FS23-0463; Heritage Asante Parcel 14 (APN: 503-73-942F)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the final plat application for Heritage Asante Parcel 14. The site sits on approximately 22.8 acres of vacant land between US60 and Freedom Way within the 370-acre Paradiso Asante Planned Unit of Development (PUD) in Surprise AZ. The project is for a 56 single-family residential development with a density of 2.45 du/ac. The site falls approximately 1.55 miles outside the Aux-1 2004 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/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. The proposal for the property as stated in the narrative, consisting of 2.45 du/ac on the property meets the GDC.

The project, as described, should not have a negative impact on Luke AFB flight operations. However, Luke AFB reserves the right to review/comment on any amendments submitted to Surprise. Since 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. We recommend a strong notification program on the part of the applicant to inform future occupant(s) about Luke AFB operations.

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

Sincerely

TOALE.CHRISTOPHER.P.10396
HER.P.1039696165

Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2023.07.05 13:43:01 -07'00'

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

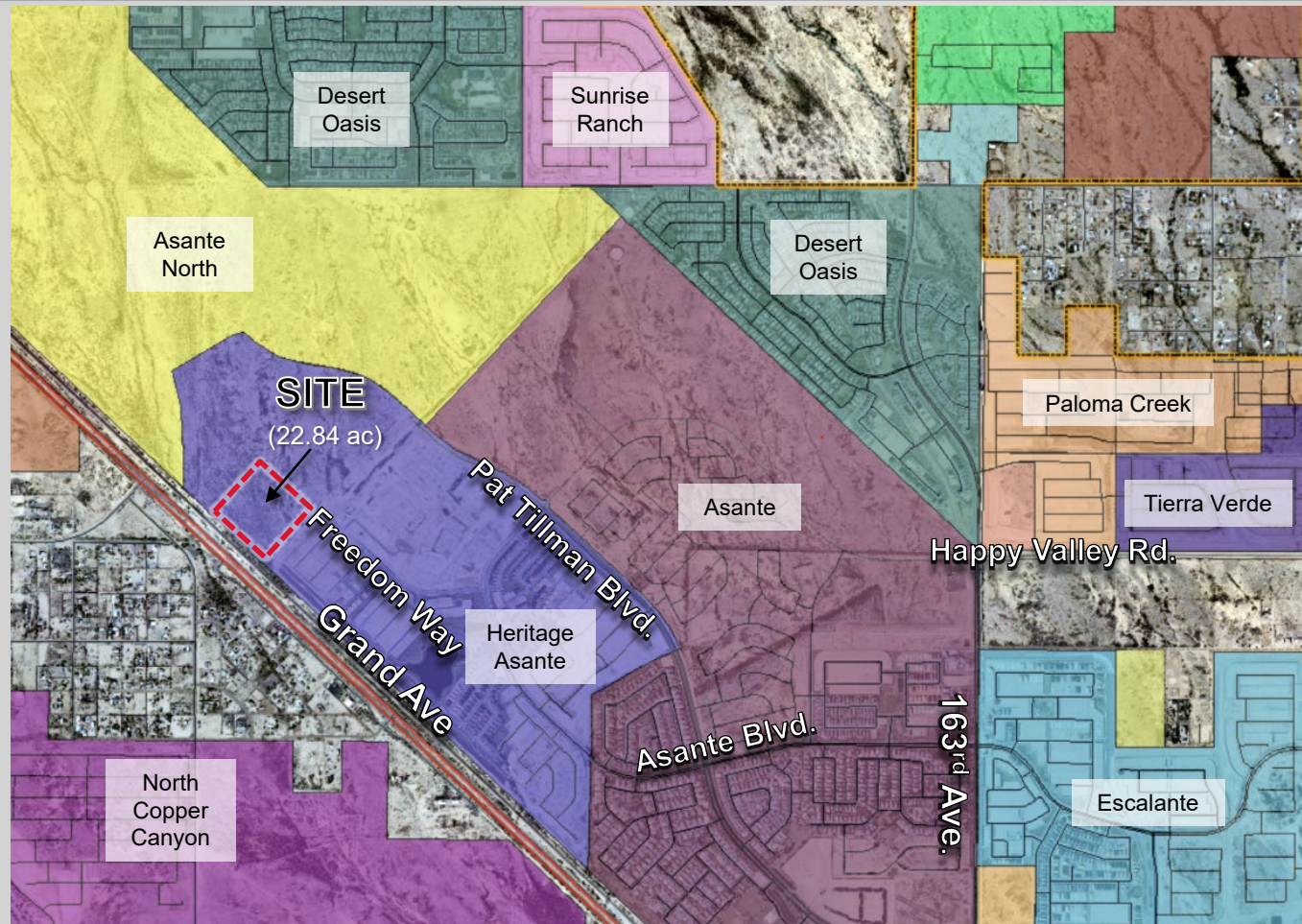


FS23-0463

Heritage Asante Parcel 14

Final Plat

City Council
March 05, 2024



VICINITY MAP



BACKGROUND

November 3, 1988: A portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

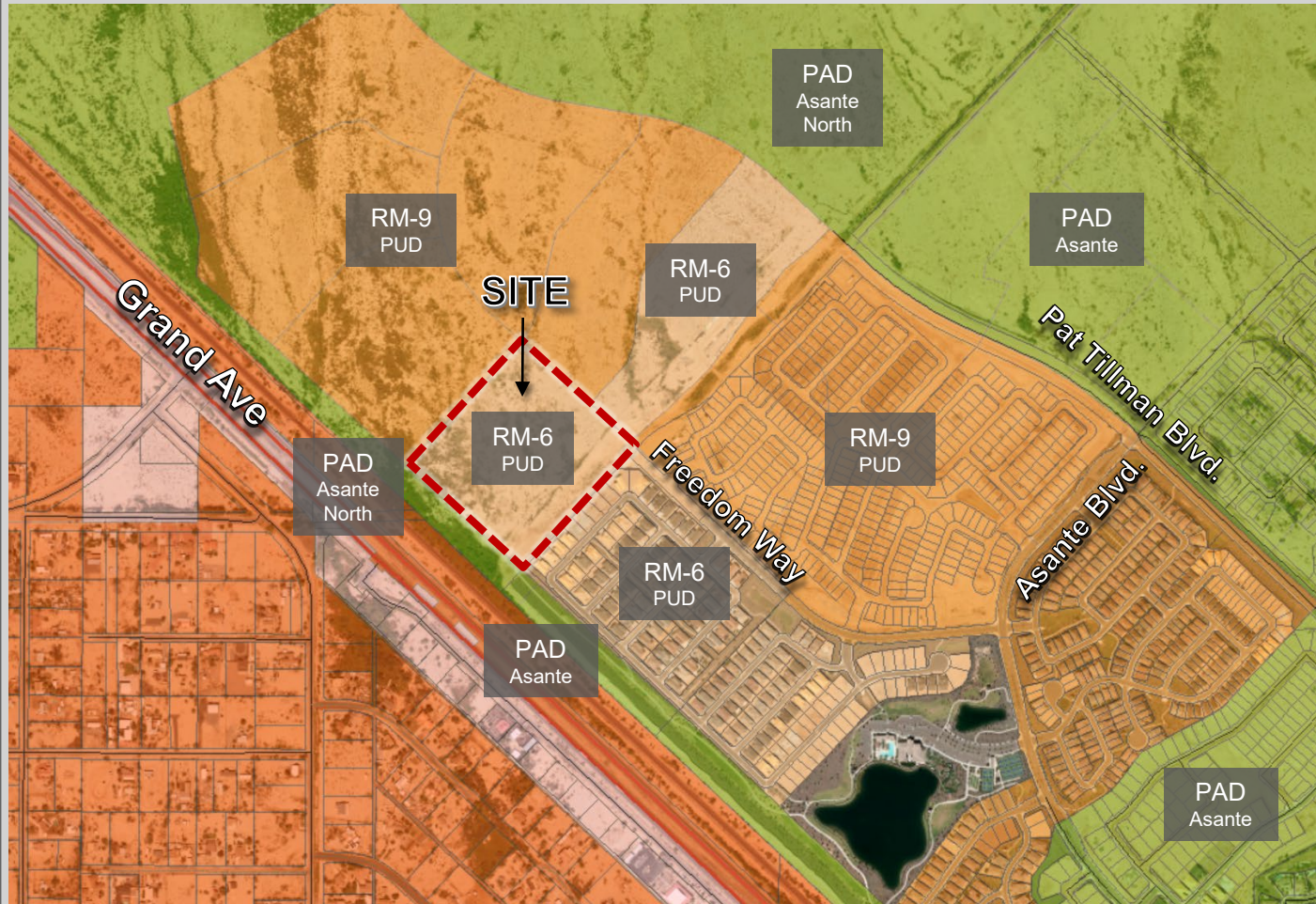
October 14, 2004: Another portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

November 24, 2004: The City Council approved Ordinance 04-41 for the Asante Planned Area Development under case PAD04-124.

July 27, 2006: The City Council approved Ordinance 06-34 for the Asante North Planned Area Development under case PAD06-045.

September 19, 2017: The City Council adopted amendments to the Asante and Asante North PADs to accommodate creation of the Heritage Asante Planned Unit Development, an active adult community, under cases FS17-010, FS17-011, and FS17-012.

April 20, 2023: The Planning and Zoning Commission approved a Preliminary Plat for Heritage Asante Parcels 11 & 14 under case FS22-1425.



ZONING MAP











SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 5, 2024 Contact Person: Jani Wertin
Submitting Department: Community Development District: Citywide
Staff Recommendations:

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

Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to revise sections to clarify the readability, provide better interpretation, or remove conflicts with other sections of the Land Development Ordinance related to that given regulation; Ordinance No. 2024-03.

Motion:

I move to approve Ordinance #2024-03.

Background:

On December 15, 2020, the City Council approved Ordinance 2020-38, which repealed Chapters 101-122 of the Surprise Municipal Code and adopted “Part II – Land Development Ordinance, Chapters 101-111” under case FS18-296. This action, which became effective in January 2021, was a comprehensive update to the City of Surprise zoning code, replacing the Surprise Unified Development Code (SUDC), to help further implement the Surprise General Plan 2035. After further real-world application of the new code, staff has identified areas of conflict within the text and others in need of clarification. This text amendment (FS23-1057) aims to address those areas to improve clarity and remove conflicts within the LDO.

Objective Analysis:

The proposed Zoning Text Amendment will remove conflicts, provide clarification, and improve overall readability of the LDO.

Policy Compliant:

The proposed Zoning Text Amendment is consistent with, and will help implement, the Surprise General Plan 2035.

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 - FS23-1057 ZTA for 2024 Clean Up - Staff Report 030524 CC
 2. 01 - FS23-1057 ZTA for 2024 Clean Up - Narrative
 3. 02 - FS23-1057 ZTA for 2024 Clean Up - Legislative Edit
 4. 03 - FS23-1057 ZTA for 2024 Clean Up - Use Table
 5. 04 - FS23-1057 ZTA for 2024 Clean Up - Citizen Participation Report
 6. FS23-1057 LDO ZTA Presentation 030524 CC
 7. 05 - FS23-1057 ZTA for 2024 Ordinance 2024-03 final
-

ZONING TEXT AMENDMENT

REPORT TO THE CITY COUNCIL

Case: FS23-1057

Project Name: Zoning Text Amendment for LDO Clarification

Council District: Citywide

Meeting Date: March 5, 2024

Planner: Jani Wertin, Planner II

Applicant: City of Surprise

Request: Zoning Text Amendment to the Surprise Land Development Ordinances to improve clarity and remove conflicts.

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

Support/Opposition: None known

Commission Recommendation: The Planning & Zoning Commission recommended approval of the proposed Zoning Text Amendment to the Surprise Land Development Ordinance.

PROJECT DESCRIPTION:

Staff initiated this Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to correct scrivener's errors, improve the readability, provide better interpretation, and remove internal conflicts with other sections of the LDO related to the same subject matter.

BACKGROUND:

On December 15, 2020, the City Council approved Ordinance 2020-38, which repealed Chapters 101-122 of the Surprise Municipal Code and adopted "Part II – Land Development Ordinance, Chapters 101-111" under case FS18-296. This action, which became effective in January 2021, was a comprehensive update to the City of Surprise zoning code, replacing the Surprise Unified Development Code (SUDC), to help further implement the Surprise General Plan 2035. After further real-world application of the new code, staff has identified areas of conflict within the text and others in need of clarification. This text amendment (FS23-1057) aims to address those areas to improve clarity and remove conflicts within the LDO.

44 **ANALYSIS AND DISCUSSION:**

45 The proposed zoning text amendment includes several changes dispersed throughout the
46 chapters of the Land Development Ordinance. While none of these are significant changes
47 themselves, this text amendment will greatly improve the clarity of the LDO and remove
48 conflicts within the text that staff has discovered while implementing this code since its
49 adoption in December of 2020.

50
51 The following are examples representative of the different types of changes being proposed
52 with this amendment. The full extent of the proposed changes are outlined in the attached
53 Legislative Edit.

54
55 **Updates to correct Scrivener's Errors**

56 Chapter 101 – Administrative Provisions

57 *Article 2 – Rules of Interpretation and Glossary of Terms (101-2.2: Glossary of terms)*

58 This section contains the glossary of terms. The definition of Street, arterial (major and
59 minor) is currently italicized, which does not match the formatting of the rest of the
60 glossary. This revision will amend the italicization to match the formatting of the rest of
61 the glossary.

62
63 Chapter 106 – Zoning and Use Standards

64 *Article 6 – Commercial Zoning Districts (106-6.1.: General)*

65 Subsection C goes over the process required to establish a commercial zoning district.

66 This revision will amend the typo in the last sentence of this subsection that shows
67 'proposed uses' incorrectly as 'proposeduses.'

68
69 **Updates for Clarity**

70 Chapter 101 – Administrative Provisions

71 *Article 2 – Rules of Interpretation and Glossary of Terms (101-2.2: Glossary of terms)*

72 This section contains the glossary of terms. The definition of Variance includes specific
73 information regarding what and how a variance can be used. This revision will remove
74 this information from the definition and add it to Chapter 102 - Review Process and
75 Applications, Article 6 - Type 3 Application and Requests, Sec. 102-6.5. Variances, A,
76 thereby consolidating this information, making it easier to find and ensuring clarity.

77
78 Chapter 106 – Zoning and Use Standards

79 *Article 2 – Residential Zoning Districts (106-2.3: Residential Low Density (R-1))*

80 This section includes a table which outlines the Development Standards for Residential
81 Low Density (R-1). This revision will add the footnote 'Corner lots where block endcap
82 landscape tracts are provided are not subject to the minimum street side setbacks' to
83 clarify our setback standards and resolve any conflict with Chapter 108 - Land Division
84 and Subdivision Regulations, Article 2 - Reports, Plans, and Design Standards, Sec.
85 108-2.4. - Circulation design standards, D. Block planning, 3.

86
87 **Updates for Consistency**

88 Chapter 103 – Enforcement

89 *Article 1 – In General (103-1.3: Administrative Remedies)*

This section contains information on Administrative Remedies. This revision will change the formatting of the bullets to be consistent with the rest of the code.

Chapter 102 – Review Process and Applications

Article 4 – Type 1 Application and Requests (102-4.2: Site Plan Review)

This section contains information on the Site Plan Review process, to include validity limits. This revision will reduce the validity limit of approved site plans from 2 years to 1 year to be consistent with the validity limits of our other applications.

Updates due to changes in State Statute

Chapter 102 – Review Process and Applications

Article 6 - Type 3 Application and Requests (102-6.1: General Plan Amendments and Specific Area Plans)

This section contains information on the General Plan Amendment and Specific Area Plan review process. This revision will change the timeline in which these applications are to be heard before City Council to be in line with newly adopted state statute which now requires applications to be heard within 12 months of submittal.

Chapter 108 – Land Division and Subdivision Regulations

Article 1 – General Process and Overview (108-1.7: Abandonment of Recorded Subdivision)

This section contains information on the process of abandoning recorded subdivisions and references a specific section of the Arizona Revised Statute (ARS) which has changed recently. This revision will update this statute reference to reflect the new and correct section.

Updates due to other changes in the LDO

Chapter 106 – Zoning and Use Standards

Article 6 – Commercial Zoning Districts (106-6.1: General)

Subsection C goes over the process required to establish a commercial zoning district. This revision will remove reference to Table 106-1d, which is an outdated reference to a table that no longer exists because of a previous amendment.

Chapter 106 – Zoning and Use Standards

Article 1 – In General (106-1.8: Compliance with other provisions)

This section includes the land use matrix (Table 106-1c), a table that outlines the permitted uses of each zoning district, the conditions in which they are permitted, and any applicable Use Specific Standards. This revision will update numerous Use Specific Standard section references in the table to reflect the correct section number.

Chapter 108 – Land Division and Subdivision Regulations

Article 2 – Reports, Plans, and Design Standards (108-2.4: Circulation design standards)

This section contains information on the various circulation design standards with subsection B, General design, covering general design standards for circulation, to include streetlight design standards. The lighting standards listed in Chapter 107 of the LDO were recently updated through another zoning text amendment, FS22-1581, which

was approved by City Council November 6, 2023. As a part of this amendment, the outdated street light standards listed in Chapter 107 were replaced with a reference to the Engineering Development Standards (EDS) Manual. To be consistent with this newly adopted amendment, this revision will replace the existing reference to Chapter 107 of the LDO for Streetlight Design Standards to the EDS.

Updates to amend Burdensome Standards

Chapter 108 – Land Division and Subdivision Regulations

Article 2 – Reports, Plans, and Design Standards (Chapter 108 – 2.5: Lot planning)

This section outlines the various configuration, access, and dimensional standards lots are required to meet. As a part of this section, residential lots that are less than fifty (50) feet wide are required to have vehicular access from an alley. As this requirement is burdensome to enforce, this revision will amend the language to remove this requirement and instead encourage vehicular access from an alley for residential lots that are less than fifty (50) feet wide.

Chapter 101 – Administrative Provisions

Article 2 – Rules of Interpretation and Glossary of Terms (101-2.2: Glossary of terms)

This section contains the glossary of terms. This revision will amend the definition of Lot Line, front to add language allowing the community development director or designee the discretion to determine the front lot line of lots with significant site constraints.

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The subject request is consistent with, and will help implement, the Surprise General Plan 2035.

CITIZEN PARTICIPATION:

An in-person outreach meeting was held on January 10, 2024, in the Community Room of City Hall. There were no members of the public in attendance. City staff has not received any opposition.

SUMMARY:

This Text Amendment to the Land Development Ordinances (LDO) will remove conflicts, provide clarification, and improve overall readability of the LDO.

RECOMMENDATION:

Based on the findings noted above, the Planning & Zoning Commission recommended **approval** of the subject Zoning Text Amendment request to the Mayor and City Council.

However, should the Council wish to **deny** the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

- 00 Staff Report
- 01 Narrative
- 02 ZTA Legislative Edit
- 03 Use Table
- 04 Citizen Participation Report
- 05 Ordinance

186 PowerPoint Presentation
187

Narrative

Land Development Ordinance Zoning Text Amendment

FS23-1057 – December 8, 2023

PROJECT DESCRIPTION

The City initiated Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) intends to revise sections of the LDO to correct scrivener's errors, improve the readability, provide better interpretation, and remove internal conflicts with other sections of the LDO related to the same subject matter. In order to accomplish this, this text amendment proposes the following changes:

- Corrections to scrivener's errors, incorrect references, and other minor cleanup items that will improve clarity and consistency.
- Adding language to allow discretion for determining the front of a corner single-family residential lot.
- Reduction of Site Plan validity limits from 2 years to 1 year.
- Changes to bring our LDO in line with updated State Statutes.
- Additional language for amendments to Conditional Use Permits.
- Removing the conflict between street side setbacks and landscape tracts in single-family residential.

PART II

LAND DEVELOPMENT ORDINANCE¹

Chapter 101 ADMINISTRATIVE PROVISIONS

ARTICLE II. RULES OF INTERPRETATION AND GLOSSARY OF TERMS

Sec. 101-2.2. Glossary of terms.

Lot line. The boundary that sets the border of a *lot* (commonly known as a property line). For specific application of specific *lot lines* see the definitions below and **Figure 101-2a**.

1. **Lot line, front.** The *lot line* separating the *lot* from the *right-of-way*.
 - a. In the case of an interior lot or through lot, a line separating the lot from the street.
 - b. In the case of a corner lot, the *front lot line* separating the narrowest street frontage of the lot from the street. For square, *corner lots*, the front shall be determined by the community development director or designee. For lots with significant site constraints, the front shall be determined by the community development director or designee.
 - c. In the case of *flag* lots, the *front lot line* shall be the line closest to perpendicular to the street on which the lot accesses, unless determined otherwise by the community development director or designee.
 - d. In the case of irregular shape lots (see **Figure 101-2a**), the *front lot line* shall follow the right-of-way line.
 - e. In the case of recessed lots that does not *abut* a right-of-way, the *front lot line* shall be the access easement unless determined otherwise by the community development director or designee.
2. **Lot line, rear.** A *lot line* which is opposite and most distant from the *front lot line*. An irregular or triangular shaped *lot* may have more than one (1) rear lot line or a line ten (10) feet in length within the *lot*, parallel to and at the maximum distance from the chord of front *lot line*.
3. **Lot line, side.** Any *lot line* that is not a front *lot line* or a rear *lot line*.

Street. A general term used to describe a paved *right-of-way*, municipally or privately owned, serving as a means of travel, usually affording the principal means of access to *abutting* property.

1. **Street, arterial (major and minor).** ~~Streets designed to carry large amounts of traffic across or through the city and designated as such by the city General Plan.~~ Streets designed to carry large amounts of traffic across or through the city and designated as such by the city General Plan.

Variance. A modification or variation of the development standards in **Chapter 106** of the LDO as applied to a specific piece of property, as further outlined in Sec 102-6.5. ~~Dimensional variances only may be allowed; no~~

~~variance regarding use of property shall be permitted; no variance decreasing lot area requirements shall be allowed.~~

Chapter 102 REVIEW PROCESS AND APPLICATIONS

ARTICLE III. PUBLIC OUTREACH AND PUBLIC NOTIFICATION

Sec. 102-3.2. Public notification methods.

- A. Depending on the procedure type, one (1) or more of the following methods of public notification may be required.
 2. Legal ad. In a newspaper of general circulation in the city, a public notice shall be published at least fifteen (15) days ~~for all other applications~~, prior to the public hearing.

Sec. 102-3.3. Neighborhood meetings.

- A. This is conducted by the *applicant* and/or *developer*.
 2. Public notice of the neighborhood meeting is required and shall include ~~both "newspaper publication" and "letter by first class mail"~~ "legal ad," "mail-out by first class mail," and "site posting" as outlined above. The notice shall also be transmitted to the planning agency of any *adjacent* municipalities and unincorporated areas of the county.

ARTICLE IV. - TYPE 1 APPLICATION AND REQUESTS

Sec. 102-4.2. - Site plan review.

- E. Validity limits. Approval of a *site plan* or *amendments* thereto, shall run with the land and may continue to be valid upon a change of *ownership* of the site or change of ownership of the structure for a period of ~~two (2) years~~ one (1) year following the date of approval.

Sec. 102-4.4. - Use permits (administrative and temporary).

- A. ~~Those uses that are allowed under an administrative use permit (AUP) and/or a temporary use permit (TUP) in either the land use matrix of Table 106-1a or in the accessory use matrix of Table 106-1b, of this LDO, shall be authorized by the community development director.~~
- A. Those uses that are allowed by the land use matrix of this LDO (Table 106-1c) under an *administrative use permit* (AUP) and/or a *temporary use permit* (TUP) shall be authorized by the community development director.

ARTICLE VI. TYPE 3 APPLICATION AND REQUESTS

Sec. 102-6.1. - General Plan amendments and specific area plans.

- A. *Amendments* or changes to the city *General Plan* may be initiated by the city council, planning and zoning commission, community development director, or by a property owner or the property owner's authorized representative. Any change to the maps or text of the *General Plan* is an *amendment* to the *General Plan*.
1. Major amendment. An application for a major *amendment* to the *General Plan* must ~~be filed prior to April 1st of the calendar year and must~~ be heard by the city council ~~on the first available council meeting in December of the calendar year~~ within 12 months of when the request was submitted. Any major *amendment* must first be submitted for commission review and recommendation. Major *amendments* shall require an affirmative vote of at least two-thirds (⅔) of the council.

Sec. 102-6.3. Conditional use permits.

- ~~C. Applicability. Uses which may be subject to a CUP are those uses enumerated as "CUP" in either the primary land use matrix of Table 106-1a or in the accessory use matrix of Table 106-1b.~~
- C. Applicability. Uses which may be subject to a CUP are those uses enumerated as "CUP" in the primary land use matrix of Table 106-1c.
- H. *Amendments* to conditional use permits shall be processed in the same manner as the original permit, except that requests to alter or modify an approved conditional use permit by no more than ten (10) percent in comparison to the most recent site plan approved by planning and zoning commission and which typically has no significant changes to infrastructure, buildings and structures, circulation, or grading and drainage, shall be considered minor *amendments* meeting the requirements of Section 102-4.2 of this ordinance and may be authorized by the community development director.

Sec. 102-6.5. Variances.

- A. Purpose. This section provides the potential for relief from the zoning development standards, but not to the permitted uses, densities, or guidelines, of this code. Dimensional variances only may be allowed; no variance regarding use of property shall be permitted; no variance decreasing lot area requirements shall be allowed. Notification for variance requests shall follow the requirements set forth in A.R.S. § 9-462.06 and the provisions outlined in this chapter.

Chapter 103 ENFORCEMENT

ARTICLE I. IN GENERAL

Sec. 103-1.3. Administrative remedies.

- A. Administrative remedies may include:
- (1) The withholding of plan approval, permits, certificates, or any other form of authorization or approval under the authority of the community development director or designee as outlined by the LDO, after determination of any of the following:
- a. Any violation of the LDO; or
- b. Any violation of a condition, stipulation, or qualification of a permit, certificate, approval or other authorization previously granted by the city.

Surprise, Arizona, Municipal Code
PART II LAND DEVELOPMENT ORDINANCE

- (2) Revocation of any plan approval, permit, certificate, or any other form of authorization or approval under the authority of the city manager or designee as outlined by the LDO after determination of any of the following:
- a. There is departure from the plans, specifications, or conditions as required under terms of the permit; or
 - b. The permit was procured by false representation; or
 - c. The permit was issued in error; or
 - d. Any of the provisions of the LDO are being violated.
 - e. Any violation of a condition, stipulation, or qualification of a permit, certificate, approval or other authorization previously granted by the city.
- (3) Written notice of such revocation shall be served upon the *owner*, the *authorized agent* or contractor, or upon any person employed on the premise for which such permit was issued, or shall be posted in a prominent location; and, thereafter, no such construction shall proceed except to correct such violation or to comply with the order. Such order shall state the nature of the violation, the specific provision violated, and the date and time by which the violation must be corrected.
- (4) The city may require a stop to grading, construction, or work on any *building* or *structure* on any land on which there is an uncorrected violation of a provision of the LDO, or of a permit or other form of authorization issued hereunder.
- (5) The city may seek a court ordered injunction or other equitable relief to stop any violation of the LDO or of a permit, certificate or other form of authorization granted hereunder.
- (6) In accordance with this chapter, the codes referenced in Chapter 105, and A.R.S. § 9-499, the city may abate a violation of the LDO.
- (7) The city, at the direction of the city manager or designee may prohibit, restrict, or revoke occupancy of any *building* by any person or entity in which there has been a failure to comply with any permit, plans, specifications, or conditions required under the terms of the permit or any plan or other approval of the city.

~~[(1)] The withholding of plan approval, permits, certificates, or any other form of authorization or approval under the authority of the community development director or designee as outlined by the LDO, after determination of any of the following:~~

- ~~a. Any violation of the LDO; or~~
- ~~b. Any violation of a condition, stipulation, or qualification of a permit, certificate, approval or other authorization previously granted by the city.~~

~~[(2)] Revocation of any plan approval, permit, certificate, or any other form of authorization or approval under the authority of the city manager or designee as outlined by the LDO after determination of any of the following:~~

- ~~a. There is departure from the plans, specifications, or conditions as required under terms of the permit; or~~
- ~~b. The permit was procured by false representation; or~~
- ~~c. The permit was issued in error; or~~
- ~~d. Any of the provisions of the LDO are being violated.~~

~~[(3)] Written notice of such revocation shall be served upon the *owner*, the *authorized agent* or contractor, or upon any person employed on the premise for which such permit was issued, or shall be posted in a prominent location; and, thereafter, no such construction shall proceed except to correct such~~

~~violation or to comply with the order. Such order shall state the nature of the violation, the specific provision violated, and the date and time by which the violation must be corrected.~~

~~{{(4)}} The city may stop grading, construction, or work on any *building* or *structure* on any land on which there is an uncorrected violation of a provision of the LDO, or of a permit or other form of authorization issued hereunder.~~

~~{{(5)}} The city may seek a court ordered injunction or other equitable relief to stop any violation of the LDO or of a permit, certificate or other form of authorization granted hereunder.~~

~~{{(6)}} In accordance with this chapter, the codes referenced in chapter 105, and A.R.S. § 9-499, the city may abate a violation of the LDO.~~

~~{{(7)}} The city, at the direction of the city manager or designee may prohibit, restrict, or revoke occupancy of any *building* by any person or entity in which there has been a failure to comply with any permit, plans, specifications, or conditions required under the terms of the permit or any plan or other approval of the city.~~

- B. In addition to any administrative penalties, any person who violates any provision of the LDO or any provision of any code referenced and adopted by the LDO; or who erects, constructs, *alters* or repairs a *building* or *structure* in violation of the approved construction documents, directive of the city manager or designee, or of a permit or certificate issued under the provisions of any code adopted by the LDO, may be found guilty of a civil or criminal violation.

Chapter 104 - FUNDAMENTAL DEVELOPMENT REQUIREMENTS

ARTICLE II. - ENVIRONMENTALLY AND CULTURALLY SENSITIVE LANDS DEVELOPMENT STANDARDS

Sec. 104-2.1. - Applicability.

- B. Elsewhere, when any portion of a development site, regardless of the acreage, *zoning*, or location within the city can be identified as having *environmentally sensitive features* or *cultural resources*, the entire development site shall be required to adhere to the following processes, procedures, and regulations:
1. Develop an *Environmental Inventory Plan* and report of the site;
 2. Utilize an *Integrated Conservation Design* approach in the design and development of the project; and
 3. Comply with the *environmentally sensitive lands standards* outlined in **Chapter 5 of the PEDS** ~~in the PEDS—Chapter 5~~ and the standards outlined in the following sections.

Sec. 104-2.8. - Hillside development area regulations.

- B. *Gross residential density* limitations. The maximum number of *lots* into which land located in a *hillside development area* may be *subdivided* shall be the sum of the number of *lots* allowed in each slope category of land as shown in **Table 104-2.b** below.

Table 104-2b—Hillside Gross Residential Density Allocation

Surprise, Arizona, Municipal Code
PART II LAND DEVELOPMENT ORDINANCE

Slope of Land/Lot	Maximum Number of Lots Per Gross Acre
0% to 10%	Underlying <i>zoning</i>
10% to 15%	1.30 *
15% to 20%	1.00 *
20% to 25%	0.70
25% to 30%	0.50
30% to 35%	0.30
35% to 40%	0.20
40% and over	0.10
Notes: * The allowable gross <i>residential density</i> of these slope categories may exceed the maximum number of <i>lots</i> shown above when density is transferred from a higher slope category (refer to Section 104-1.10 Section 104-1.11 for details). In no case shall the <i>gross residential density</i> exceed the sum of the number of <i>lots</i> allowed by the <i>zoning district</i> and in no case shall units be transferred to a location of higher elevation within the project.	

C. Land disturbance regulations.

5. The total combined maximum height of any *fill* and/or the depth of any *cut*, including grading for the construction of public or *private streets* or any subsequent grading, along with the establishment of any *building site* or driveway shall be ten (10) feet, as measured from natural *grade*, regardless of whether the *fill* or *cut* is retained, un-retained, or a combination thereof. These limitations may be amended on a site-by-site basis by the planning and zoning commission. However, the community development director may approve unexposed basement *cuts* exceeding the maximum ten (10) foot depth if all of the following criteria are met:
 - d. The total depth of *cut* shall not exceed twenty-four (24) feet at any point (refer to detail in **Chapter 5** of the PEDS).

Chapter 105 BUILDINGS AND BUILDING REGULATIONS

ARTICLE II. TECHNICAL CODES

Sec. 105-23. Administration and enforcement; conflict of laws.

The administrative authority for enforcement of this article shall be vested in the city manager or such delegate as the city manager may authorize or appoint. ~~This article shall be construed and enforced in conjunction with Chapter 125.~~ In the event there is a conflict between the provisions of this article or the codes adopted by this article and any other provision of this Code, then the provisions of this article or the codes adopted by this article shall prevail.

Chapter 106 ZONING AND USE STANDARDS

ARTICLE I. IN GENERAL

Sec. 106-1.1. Zoning classification.

- A. In accordance with the authority granted in A.R.S. § 9-462.01.B. in order to classify and regulate the use of land, *buildings* and *structures*, and to regulate the open areas around and between the *buildings* and *structures*, and to regulate the density of *dwelling units*, the city is hereby divided into the *zoning districts* and overlay districts as incorporated herein **Table 106-1a** below:

Table 106-1a—Land Development Ordinance (LDO) Zoning Districts and Density		
Symbol	District Name	Dwelling Units Ratios
RR	Residential rural	43,560-sf/du
R-1	Residential low density	4,950-sf/du
R-2	Residential medium density	4,000-sf/du
R-3	Residential high density	
SHD-RO	Surprise heritage district—Residential overlay	Overall 8-du/ac
SHD-CO	Surprise heritage district—Commercial overlay	Overall 10-du/ac
TND-R	Traditional neighborhood development—Residential	Overall 8-du/ac
TND-C	Traditional neighborhood development—Commercial	
TND-MU	Traditional neighborhood development—Mixed use	Max. 18-du/ac
TND-OS	Traditional neighborhood development—Open space	
MU-1	Mixed use medium density	8-du/ac
MU-2	Mixed use high density	Min. 8-du/ac
MU-3	Mixed use resort	8-20-du/ac
C-O	Office commercial	
C-1	Neighborhood commercial	
C-2	Community commercial	
C-3	Regional commercial	
BP	Business park	
I-1	Light industrial	
I-2	General industrial	
I-3	Heavy industrial	
OS-1	Open space conservation	
OS-2	Open space recreation	
PF	Public facilities	

Sec. 106-1.4. - Establishment of land uses.

- A. The land use matrix (**Table 106-1c**) describes allowed primary land uses within the different *zoning districts* and overlay *zoning districts* on the basis of common functional characteristics and land use compatibility. *Accessory structures* and land uses that may be allowed *accessory* to the *legal primary uses* within the different *zoning districts* and overlay *zoning districts* are also described in *this table*. The symbolism used in **Table 106-1c** is defined as follows:

1. **"P"** **"P"** designates that the *use* is permitted by right.
2. **"AUP"** **"AUP"** designates that the *use* is permitted with an "*administrative use permit*" as well as any use specific standards per **Article X** of this chapter herein; processed as a Type 1 development application (see [Chapter 102](#)).
3. **"CUP"** designates that the *use* is permitted with a "*conditional use permit*" as well as any use specific standards per **Article X** of this chapter herein; processed as a Type 3 development application (see [Chapter 102](#)).
4. **"(blank space)"** a blank space designates that the *use* is not permitted.

~~B. The accessory use matrix (Table 106-1d) further describes accessory structures and land uses that may be allowed accessory to the legal primary uses within the different zoning districts and overlay zoning districts. The symbolism used in Table 106-1d is the same as those defined in Section 106-1.4A. above.~~

- C. The zoning administrator shall determine if *uses* not expressly listed in ~~Tables 106-1c and 106-1d~~ **Table 106-1c** are significantly similar or dissimilar to particular *uses*:
1. Uses that are found to be similar shall meet the same requirements as the related *use* listed in this section.
 2. Uses that are found to be dissimilar, yet appropriate, shall require a text *amendment* processed in accordance with [Chapter 102](#) .
 3. Uses that are not listed in this section and are found to be dissimilar and inappropriate shall be prohibited.

Sec. 106-1.7. - Development standards and encroachments.

- A. Setbacks . *Setbacks* shall not include any *structures*, *parking spaces*, or *drive aisles*; except as listed herein and/or other sections of this ordinance.
5. *Accessory uses* identified in ~~Table 106-1d~~ **106-1c** and regulated in **Article X** of this chapter.

Sec. 106-1.8. - Compliance with other provisions.

- B. Use specific standards . Those land *uses* listed in ~~Table 106-1c and Table 106-1d~~ that have specific *use* standards associated with them shall comply with the specific standards outlined in **Article X** herein as well as to the PEDS in [Chapter 107](#) .

See document entitled Use Table for revisions to table.

ARTICLE II. RESIDENTIAL ZONING DISTRICTS

Sec. 106-2.2. Rural residential (RR).

- C. Development standards . **Table 106-2b** below identifies the required development standards for the rural residential (RR) *zoning district*.

Table 106-2b—Rural Residential (RR) Zoning District

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Min. lot area (sf)	≥ 43,560
Min. lot width	130
Min. front setback (ft)	30
Min. rear setback ¹ (ft)	30
Min. side setback ¹ (ft)	20
Min. street side setback ¹ (ft)	20
Max. bldg. height (ft)	40
Lot coverage	25%
Open space (% of gross acres of residential development) ²	10%
Notes: 1. <i>Garage</i> face and embellishments shall be <i>setback</i> a minimum of 20 feet measured from the opposing property line except rear, <i>alley</i> loaded <i>garages</i>, which shall be <i>setback</i> nine feet from edge of <i>alley</i> line. 2. The city requires <i>open space</i> on a new subdivision; if recorded as metes and bounds or by a <i>minor land division</i> than then <i>open space</i> will be required on each individual <i>lot</i>; such as <i>open space</i> or trail easements.	

Sec. 106-2.3. - Residential low density (R-1).

- C. Development standards. Table 106-2c below identifies the required development standards for the residential low density (R-1) *zoning district*.

Table 106-2c—Residential Low Density (R-1) Zoning District						
Lot Categories	A ³	B	C	D	E	F
General Plan compatibility	Suburban	Suburban	Suburban	Suburban and rural	Rural	Rural
Lot area (sf)	4,950—7,999	8,000—11,999	12,000—17,999	18,000—27,999	28,000—43,559	≥43,560
Min. lot width (sf)	45	60	80	90	100	130
Min. front setback ¹ (ft)	12	12	15	20	20	30
Max. front setback (ft)	25	25	30	35		
Min. rear setback ¹ (ft)	15	20	20	25	30	30
Min. side setback ¹ (ft)	5 & 8	5 & 10	10	10 & 15	20	20
Min. street side setback ^{1 4} (ft)	15	15	15	15	20	20
Max. bldg. height (ft)	35	35	35	35	35	35

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Max. lot coverage		45%	40%	30%	30%	25%
Open space (% of gross area of residential development) ³	20%	20%	20%	15%	15%	10%
Notes: 1. <i>Garage</i> face and embellishments shall be <i>setback</i> a minimum of 20 feet measured from any opposing property line; except rear <i>alley</i> loaded <i>garages</i>, which shall be <i>setback</i> six feet from edge of <i>alley</i> line. 2. The city requires <i>open space</i> on a development/subdivision basis rather than on a <i>lot-by-lot</i> basis. Subdivisions with more than one lot category will provide the higher percentage of open space. 3. Residential projects shall contain no more than 50 percent of lots less than 48 feet wide as calculated across whole subdivisions or preliminary plat and will include mitigating designs outline in Chapter 108 of this ordinance. 4. Corner lots where block endcap landscape tracts are provided are not subject to the minimum street side setbacks.						

Sec. 106-2.4. - Residential medium density (R-2).

- C. Development standards. Table 106-2d below identifies the required development standards for the residential medium density (R-2) zoning district.

Table 106-2d—Residential Medium Density (R-2) Zoning District				
Lot Categories	A ⁴	B ⁴	C	D
General Plan compatibility	Urban	Suburban	Suburban	Suburban
Lot area (sf)	3,500—4,949	4,950—7,999	8,000—11,999	≥12,000
Min. lot width (sf)	40	45	70	80
Min. front setback ¹ (ft)	10	12	12	15
Max. front setback (ft)	25	25	25	30
Min. rear setback ¹ (ft)	10	15	20	20
Min. side setback ¹ (ft)	5 & 7 ²	5 & 8 ²	5 & 10	10
Min. street side setback ^{1 5} (ft)	10	10	10	10
Max. bldg. height (ft)	35	35	35	35
Open space (% of gross acres of residential development) ³	25%	20%	20%	20%
Notes: 1. <i>Garage</i> face and embellishments shall be <i>setback</i> a minimum of 20 feet measured from any opposing property line, except rear <i>alley</i> loaded <i>garages</i>, which shall be <i>setback</i> nine feet from <i>alley</i> edge line.				

2. May be reduced to zero feet *setback* for *single-family dwellings* as *attached building* and separated by a *common wall* along the property line. End units must maintain the larger *setback*.
3. The city requires *open space* on a subdivision or development site basis rather than on a *lot-by-lot* basis. Subdivisions with more than one lot category will provide the higher percentage of open space.
4. Residential projects shall contain no more than 50 percent of lots less than 48 feet wide as calculated across whole subdivisions or preliminary plat and will include mitigating designs outline in [Chapter 108](#) of this ordinance.
5. Corner lots where block endcap landscape tracts are provided are not subject to the minimum street side setbacks.

Sec. 106-2.5. - Residential high density (R-3).

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 <i>height</i> of any <i>structure</i> , or portions thereof, shall not exceed 30 feet in <i>height</i> measured at the <i>setback</i> line when <i>adjacent</i> to <i>single-family, two-family, three-family development parcels</i> . The <i>height</i> of the accessory <i>structure</i> may increase at a ratio of one foot vertical for every one foot horizontal as measured relative to the property line to a maximum <i>height</i> equal to the <i>zoning</i> . 2. <i>Setback</i> may be reduced to ten feet along collector or local <i>right-of-way</i> for units that open to the <i>street</i> and exclude a perimeter wall.			

ARTICLE III. SURPRISE HERITAGE DISTRICT (SHD) ZONING DISTRICTS

Sec. 106-3.1. General standards.

- C. Establishment of zoning districts . The SHD *zoning district* is an umbrella district that is applicable to all properties within this geographic area and includes either the *zoning* regulations and standards present on the property at the time the SHD *zoning* was adopted or one (1) of the overlay *zoning districts* specifically associated with the SHD *zoning district* as further described below:

1. SHD-RO. This residential overlay (RO) permits *uses* allowed as shown in **Table 106-1c** and ~~Table 106-1d~~. Designs should be indicative of historic residential neighborhoods and the small scale *cottage industry uses* that are pedestrian-oriented and support the residents and allow for them to live, work, and play within their neighborhood. Limited commercial *uses* and *multi-family uses* shall be designed to match the scale, massing, and appearance of the *single-family* neighborhood may be appropriate on adequately sized *infill parcels*. Commercial *structures* are limited to three thousand (3,000) square feet. A minimum of five thousand (5,000) square feet of *lot area per dwelling unit* (5,000 sf/du) is required for all residential *lots*. *Gross residential density* for the SHD-RO *zoning district* shall be compliant with the suburban development type in the *General Plan* for up to eight (8) *dwelling units* per acre.
2. SHD-CO. This commercial overlay (CO) permits *uses* allowed as shown in **Table 106-1c** and ~~Table 106-1d~~ in **Article I** of this chapter. Designs should promote the local arts and culture as well as *business opportunities* that are compatible with and supportive of the residential overlay. A mix of neighborhood-scale commercial, retail, *entertainment establishments*, *live-work buildings*, and *mixed use* development shall be the primary land *uses*. Commercial *uses* shall be limited to forty-five thousand (45,000) square feet. *Multi-family* complexes may also be permitted within this overlay district if appropriately located at the fringes of the district to serve as a *buffer* to the *adjacent* residential neighborhood. A minimum of four thousand (4,000) square feet of *lot area per dwelling unit* (4,000 sf/du) is required for allowed *multi-family* and *mixed use* developments. *Gross residential density* for the SHD-CO *zoning district* shall be compliant with the *mixed use* residential and commercial development types in the *General Plan* for up to ten (10) *dwelling units* per acre.

Sec. 106-3.2. Design and development standards in the SHD zoning district.

B. Development standards.

1. Existing *mobile homes* and *manufactured homes* that are not in compliance with the use-specific standards of **Section 106-10.25 106-10.26** herein as of the effective date of this ordinance shall be considered as legal non-conforming *structures*. However, the existing *mobile home* or *manufactured home* may be replaced in its entirety with a conventional site-built home or with a *manufactured home* that complies with the use specific standards outlined in of **Section 106-10.25 106-10.26** herein.

ARTICLE IV. TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND) ZONING DISTRICTS

Sec. 106-4.1. - General.

C. General provisions.

4. All land *uses* shall comply with the land *use* matrix in **Table 106-1c** and ~~Table 106-1d~~ in **Article I** of this chapter.

Sec. 106-4.2. - Establishment of TND zoning districts.

- B. The overlay zones indicate the proposed future land *uses* that are anticipated for the different *development parcels* that are shown on the "TND plan of development," but the definitive boundaries are not confirmed until the *platting* process is completed. The overlay zones associated with TND *zoning district* are described below:
 1. TND-R. This residential overlay is for those *development parcels* that are predominately designated for residential and the other neighborhood oriented land *uses* listed in **Table 106-1c** and ~~Table 106-1d~~ in **Article I** of this chapter.

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2. TND-C. This commercial overlay is for those *development parcels* that are predominately designated for commercial land *uses* listed in **Table 106-1c** and **Table 106-1d** in **Article I** of this chapter.
3. TND-MU. This *mixed use* overlay is for those *development parcels* that are designated for *mixed use* by vertically or horizontally integrating residential with commercial land *uses* listed in **Table 106-1c** and **Table 106-1d** in **Article I** of this chapter.
4. TND-OS. This *open space* overlay is for those *development parcels* that are designated as *open space*, to be retained in perpetuity as such, per the percentages required for the particular TND development. *Uses* shall be limited to those listed in **Table 106-1c** and **Table 106-1d** in **Article I** of this chapter.

Sec. 106-4.3. Review and process.

C. Incentives.

4. The TND residential (TND-R) overlay is the only *zoning district* where the "shared court" (commonly known as four-packs and five-packs), "shared cluster", "mansion *apartment*", or rowhouse/townhome housing products are permitted to be utilized in the city (see PEDS, **subsection 2.5D 2.5E** for specific details).

Sec. 106-4.4. Development standards.

- C. All *development parcels* shall adhere to the approved TND plan of development.

Table 106-4b—Development Standards for TND-R Parcels								
Lot Categories	A ⁹	B	C ¹	D ¹	E ¹	F ¹	G ⁷	
Lot area (square feet)	2,000—3,499	3,500—4,949	4,950—7,999	8,000—11,999	12,000—17,999	18,000 and over	Multi-family 16,000	Commercial & MU 16,000
Min. lot width (sf)	35 ⁸	40 ⁸	50	70	80	90	N/A	N/A
Min. front setback (ft)	5 ²	10 ^{2, 5}	12 ^{2, 5}	15 ^{2, 5}	25 ⁴	30 ⁴	15	15
Max. front setback (ft)	N/A	N/A	N/A	N/A	N/A	N/A	25	25
Min. side setback (ft)	5 ³	5 & 7 ³	5 & 8 ³	5 & 10	10	10 & 15	10	10

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Min. rear setback (ft) ²	5	10	15 ⁵	20 ⁵	25	30	20	15
Max. bldg. height (ft)	30	30	30	30	30	30	45 ⁶	35 ⁶
Lot coverage %	70%	60%	50%	50%	50%	40%	60%	60%

Notes:

1. Minimum *lot* area of 4,000 square feet per *dwelling unit*; except *lots* in column A and B are permitted one *dwelling unit*.
2. *Garage* face and embellishments shall be *setback* a minimum of 20 feet measured from any opposing property line; except rear *alley* loaded *garages*, which shall be *setback* six feet from *alley* edge line.
3. May be reduced to zero feet *setback* for *single-family dwellings* as *attached building* and separated by *common wall* along property line. End units must maintain the larger *setback*.
4. A covered front porch may encroach closer to the *street* by up to eight feet.
5. A covered porch may encroach into the *setback* by up to five feet.
6. The *height* of any *structure*, or portions thereof, shall not exceed 30 feet in *height* measured at the *setback* line when *adjacent* to *single-family* or *two-family lots*. The *height* of the *structure* may increase at a ratio of one-foot vertical for every one-foot *setback* horizontally, as measured relative to the property line, to the maximum allowed *height*.
7. Minimum *lot* area of 2,500 square feet per *dwelling unit*.
8. TND projects shall contain no more than 50 percent of lots less than 48 feet wide and will include mitigating designs outline in **Chapter 108** of this ordinance.
9. Only be used for a residential development with access for each dwelling unit provided by a common shared drive or rear-loaded alley.

ARTICLE V. - MIXED USE ZONING DISTRICTS

Sec. 106-5.1. - General.

- B. Intent . It is intended for the *mixed use zoning districts* to permit a wider variety of residential *uses* but a more specific range of commercial *uses* focused on meeting the daily needs of the residents while being compatible with and integrated into the residential neighborhoods. It is also the intent of these districts to create the *live-work-play* environment designed to promote a pedestrian scaled walkable development. All land *uses* shall comply with the land use matrix in **Table 106-1c and Table 106-1d** in **Article I** of this chapter.
- C. General standards .
 1. All development, regardless of the land use mix, shall comply with **Chapter 107** of this ordinance and adhere to the **planning and engineering design standards (PEDS) Planning and Engineering Design Standards (PEDS)** as applicable.
 9. All projects shall provide one hundred fifty (150) square feet of on-site usable *open space* per *dwelling unit*; unless otherwise indicated in the following MU development standards tables. *Onsite open space* shall include *amenities* and safety features that enable residents to *use* the *open*

space. Acceptable types of *open space* are listed below and the design of such areas is further detailed in the PEDS (~~see volume 1, chapter 3~~) (see Volume 1, [Chapter 3](#)).

- D. Process. A type 3 review is required to establish any of the *mixed use zoning districts*. All development within a *mixed use zoning district* shall require a type 1 *site plan* review prior to the submittal for a *building* and/or grading permit. Some ~~proposed uses~~ [proposed uses](#) may require a *conditional use permit* (see [Table 106-1c](#) and [Table 106-1d](#) in [Article 1](#) herein for requirements).

Sec. 106-5.4. - Mixed use resort (MU-3).

C. Review and process.

1. Procedures.

a. A resort master *site plan* (MSP) shall be submitted as part of the *rezoning* process pursuant to [Chapter 102](#) of this ordinance. The resort MSP is the compilation of exhibits that demonstrate compliance with all requirements of this ordinance and shall identify the size and location of each allowed *development parcel* listed below.

(1) Residential. A residential *development parcel* does not require space designed for commercial occupancy but is meant for a variety of housing.

(2) Non-residential. A non-residential *development parcel* has no residential requirement associated with the land uses permitted in [Table 106-1c](#) and [Table 106-1d](#).

ARTICLE VI. - COMMERCIAL ZONING DISTRICTS

Sec. 106-6.1. - General.

- A. Purpose. The commercial *zoning districts* are intended to provide locations, standards and regulations for all varieties of retail shopping, service establishments, neighborhood convenience, entertainment, and *office uses* in a manner that is consistent with the *General Plan* while providing employment opportunities for existing and future residents of the city.

B. Applicability and intensity.

1. The commercial *zoning district(s)* may be applicable for land that is within the neighborhood, commerce and office, and employment character areas of the *General Plan*.

2. The commercial *zoning districts* listed below represent the different levels of allowed intensity of a development or land use in relation to the *building* size, scale, and overall impact on surrounding neighborhoods (i.e. corner store vs. traditional grocery store vs. typical big box with *outdoor display area*) as delineated in the land use matrix [Table 106-1c](#) in [Article I](#) of this chapter.

3. Outdoor *uses* such as dining, display, storage, *drive-through* facilities, entertainment *uses*, and sound systems may be allowed only in certain zones and under certain conditions as delineated in the ~~accessory use matrix [Table 106-1d](#)~~ [land use matrix \[Table 106-1c\]\(#\)](#) in [Article I](#) of this chapter.

- C. Process. A type 3 review is required to establish a commercial *zoning district*. All development within a commercial *zoning district* shall require a type 1 *site plan* review prior to submittal for a *building* and/or grading permit. Some ~~proposed uses~~ [proposed uses](#) may require a type 3 review for *conditional use permits* per [Table 106-1c](#) and [Table 106-1d](#) in [Article 1](#) of this chapter.

ARTICLE VII. EMPLOYMENT ZONING DISTRICTS

Sec. 106-7.1. - General.

- C. Applicability and intensity .
2. The employment *zoning districts* listed below represent the different levels of allowed intensity of a development or land *use* in relation to the *building* size, scale, and overall impact on surrounding neighborhoods and developments. All land *uses* shall comply with the land *use* matrix in **Table 106-1c and ~~Table 106-1d~~** herein or otherwise is considered in violation of this Code.
- D. Review and process . A type 3 review is required to establish any of the employment *zoning districts*. All development within the *business park zoning district* or any of the industrial *zoning districts* shall require a type 1 *site plan* review prior to the submittal for a *building* and/or grading permit. Some ~~proposed uses~~ **proposed uses** may require a type 3 review for *conditional use permits* as identified in **Table 106-1c and ~~Table 106-1d~~** in **Article 1** of this chapter.

Sec. 106-7.2. Establishment of employment zoning districts.

- B. ***Light industrial (I-1) zoning district.*** The light industrial *zoning district* provides for a mix of industrial activities which have generally negative impacts on the community, and which may be incompatible with other *uses*.
2. The *uses* permitted within the I-1 *zoning district* are intended to be indoor *uses* with restricted and limited outdoor operations and storage, see **Section ~~106-10.34~~ 106-10.32**.
- C. ***General industrial (I-2) zoning district.*** The general industrial *zoning district* provides for a mix of industrial activities requiring large land areas unencumbered by nearby residential or commercial development.
2. The *uses* permitted within the I-2 *zoning district* are a variety of indoor *uses* with outdoor operations and storage, see **Section ~~106-10.34~~ 106-10.32**.

ARTICLE VIII. - CIVIC ZONING DISTRICTS

Sec. 106-8.1. - General.

- C. Review and process . A type 3 review is required to establish any of the civic *zoning districts*. All development within the public facilities or any of the open space *zoning districts* shall require a type 1 *site plan* review prior to application for a *building* and/or grading permit. Some ~~proposed uses~~ **proposed uses** may require a type 3 review for *conditional use permits* per **Table 106-1c and ~~Table 106-1d~~** in **Article 1** of this chapter.

ARTICLE IX. - OVERLAY ZONING DISTRICTS

Sec. 106-9.1. - Planned unit development (P) overlay.

E. General regulations and permitted deviations.

1. The PUD overlay district may establish alternate standards (except lot area per dwelling unit) for those found in [Chapter 106](#) and ~~Chapter 109~~ [Chapter 107](#). Standards developed through the PUD overlay district rezoning process shall be appropriate to the location and context for the site for which the project is proposed. Standards created through the PUD overlay should also assist in the fulfillment of the goals, objectives, and policies in the General Plan. Approval of the standards is based on the site plan provided as part of the PUD.
2. All PUD districts shall otherwise adhere to the regulations established in this ordinance. Any PUD overlay zoning districts containing standards that do not adhere to [Chapter 106](#) or ~~signage standards found in Chapter 109~~ [Chapter 107](#) shall be identified at the time of PUD zoning approval and shall be set forth in the development plan.

ARTICLE X. USE SPECIFIC STANDARDS

Sec. 106-10.2. Accessory dwelling units (ADU).

- A. *Single-family residential uses* will be limited to only one (1) *accessory dwelling unit (ADU)* per lot of record in the RR, R-1 and R-2, SHD-RO, and TND-R zoning districts. ~~A site plan review shall be required.~~

- H. Development standards. Table 106-10a below identifies the dimensional standards required for an ADU.

Table 106-10a—Accessory Dwelling Units (ADU)					
	Max ADU Size ¹	Building Separation ²	Setback (Front Yard) ³	Setback (Side and/or Rear Yard)	Height
Detached ADU	50% of primary dwelling	5'	Not permitted	5'	9' ^{4, 6}
Attached ADU ⁵	50% of primary dwelling	n/a	Same as zoning min. setbacks	Same as zoning min. setbacks	Same as zoning allowed height

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Table 106-10a—Accessory Dwelling Units (ADU)

	Max ADU Size ¹	Building Separation ²	Setback (Front Yard) ³	Setback (Side and/or Rear Yard)	Height
Notes: 1. Calculated by the floor area of the first floor of the principal <i>building</i>. Maximum area of <i>ADU</i> shall not exceed 800 square feet if the primary <i>dwelling</i> exceeds 1,600 square feet. 2. May be increased as required by the <i>building</i> and/or fire codes. 3. The entrance to the <i>ADU</i> shall not face be visible from the <i>street</i>, except for entrances that do not have <i>access</i> from the ground level, such as entrances from balconies or decks. <i>Access</i> shall not create the appearance of a <i>two-family dwelling</i>. 4. The <i>height</i> of an <i>ADU structure</i> shall not exceed nine feet as measured at the five-foot <i>setback</i> line. The <i>height</i> of the <i>ADU structure</i> may increase at a ratio of one foot vertical for every one foot horizontal as measured relative to the property line to a maximum <i>height</i> equal to the <i>zoning district</i> (see Figures 106-10a and 106-b). 5. The <i>ADU</i> shall be connected to the primary <i>dwelling</i> by a common roof, covered passageway, or <i>common wall</i> without direct <i>access</i> to the primary <i>dwelling unit</i>. 6. On <i>lots</i> 30,000 square feet or greater each <i>ADU</i> has a maximum <i>height</i> equal to the <i>zoning district</i> when constructed within the <i>building envelope</i>.					

Sec. 106-10.3. Accessory uses and structures.

- A. All residential *accessory uses* (including *ADUs*), *buildings*, *structures*, and fencing shall be located on the same *lot* as the principal or main *use* and be at least five (5) feet from *another structure* or as required by the *building* and/or fire codes, except that fencing *used* to separate properties in a subdivision may straddle the common property line. *Accessory structures* in residential districts shall not be located within any easement or setback required by **Table 106-10b – Accessory Structures**.
- J. Development standards. **Table 106-10b** below identifies the dimensional standards required for an *accessory structure*.

Table 106-10b—Accessory Structures

	Max Accessory Structure Size	Building Separation ²	Setback (Front Yard)	Setback (Side and Rear Yard)	Height
Shade structures	400 sf	5'	Same as zoning min. setbacks	5'	9' ³
Other accessory structures	Total lot coverage prescribed by the subject zoning district ^{1, 4}	5'	Not allowed ⁷	5' ⁵	9' ^{3, 6}
Notes: 1. Calculated by the finished floor area of the first floor of the principal <i>building</i> and all other accessory structures. 2. May be increased as required by the <i>building</i> and/or fire codes.					

3. The *height* of an *accessory structure* shall not exceed nine feet as measured at the five-foot *setback* line. The *height* of the *accessory structure* may increase at a ratio of one foot vertical for every one foot horizontal as measured relative to the property line to a maximum *height* of 15 feet (see **Figures 106-10a** and **106-10b**).
4. Each *accessory structure* has a maximum area not to exceed 3,000 square feet regardless of lot coverage limits.
5. *Fences* used to separate properties in a subdivision may straddle the common property line.
6. On *lots* 30,000 square feet or greater each *accessory structure* has a maximum *height* equal to the *zoning district* when constructed within the *building envelope*.
7. In *RR zoning districts*, *accessory structures* are permitted in the *front yard* when constructed within the *building envelope*.

Sec. 106-10.5. - Agricultural operations and facilities.

- H. A *farm stand* may be permitted as an *accessory use* to *agricultural operations* for the purpose of selling produce or other products principally raised or produced on the premises. Exempt from the provisions in ~~Section 106-10.3~~ **Section 106-10.5**, the *farm stand* shall be located and constructed to meet the following requirements:

Sec. 106-10.8. Animal hospital, clinic, shelter, **grooming, or boarding facilities.**

- A. A report from a qualified acoustical and/or environmental engineer, either that there are no negative impacts on neighboring residential *uses* or that they can be mitigated through appropriate design may be required.
- B. The *building* construction methods shall incorporate soundproof barriers and be designed to properly eliminate odors, waste, and other contaminants to protect *adjacent* properties.
- C. Activities shall be located within a fully enclosed soundproof *building*. No outdoor boarding shall be permitted, except in the case of *animal hospital/clinics* that service large *agricultural animals*.
- D. Outdoor exercise areas may not be placed immediately *adjacent* to or within one hundred (100) feet of an *adjacent* residential *use* or residentially zoned property.

Sec. 106-10.9. Assisted living home.

- C. ~~A group home or an adult development home~~ **An assisted living home** shall not be permitted any *signage*, graphics, display, or other visual forms of identification, other than that permitted for a residential *dwelling*.

Sec. 106-10.13. Community gardens.

- K. If a *community garden* is no longer in operation or left fallow, for longer than one hundred eighty (180) days, the site shall be returned to its original form, unless otherwise developed in accordance with this ordinance. Any reestablishment of a *community garden* on the same site shall require processing and approval of a new ~~conditional use permit~~ **site plan**.

Sec. 106-10.29. Model home complex.

- I. Where *model **home** ~~homes~~* complexes consist of **more than** two (2) ~~or more than~~ homes, xeriscape landscaping techniques shall be *used* for a minimum of one-third (⅓) of the models.

Sec. 106-10.52. - Vehicle washing facilities (also known as car washes).

- A. *Vehicle washing facilities* may be self-serve or full-serve as a *primary* or an *accessory use* to *vehicle fueling stations* or *vehicle service facilities*.
- B. *Vehicle washing facilities* shall be subject to conditions (c)—(f), (h), (j)—(l), under *vehicle fueling stations* as outlined in ~~Section 106-10.47~~ **Sec. 106-10.48** above.

Chapter 107 DESIGN AND DEVELOPMENT REGULATIONS

ARTICLE II. LANDSCAPE AND SCREENING REGULATIONS

Sec. 107-2.1. Purpose and applicability.

- D. Any proposed *building*, *building additions*, or *use* of land that requires *site plan* review by the city shall also include, either on the *site plan* or on a separate sheet, information on the required landscaping designed in compliance with the PEDS and, if applicable, the subdivision regulations. The landscape plan shall be prepared by a state registered landscape architect, a state certified nurseryman, or other qualified professional. The landscape plans shall be submitted at the time of application for *rezoning*, *use permit*, *platting*, or at the time of *building permit* if none of the above applications are required. ~~Specific plan submittal requirements are outlined in the PEDS, volume 1, appendix D.~~

Sec. 107-2.3. General landscaping standards.

- A. **Tree specifications and standards.**
 - 1. The required trees in the article are listed in "box size" as the industry standard when identified on landscape plans. All ~~trees~~ materials at the time of planting shall have a specified in the "Container Grown Tree Guide," published by the Arizona Nursery Association (ANA). A copy of the latest edition of the specification list will be maintained by the city.

ARTICLE IV. PARKING AND LOADING REGULATIONS

Sec. 107-4.1. Purpose and applicability.

- C. The community development director or designee shall determine the parking and loading requirements for *uses* that do not correspond to the categories listed in **Table 107-4b** and ~~Table 107-4d~~ **107-4c**. In such instances, the *applicant* shall provide adequate information by which the proposal can be reviewed, which includes but may not necessarily be limited to the following:
 - 1. Type of *uses*.
 - 2. Number of employees.
 - 3. *Building* design including square footage of public areas, *sales areas*, *display area*, service area, restricted areas, and *ancillary* outdoor spaces.
 - 4. *Parking spaces* proposed on site.
 - 5. *Parking spaces* provided elsewhere.
 - 6. Hours of operation.

Sec. 107-4.2. General provisions.

- C. With the exception of a *shared parking* agreement pursuant to **Section 107-4.8**, *off-street parking* facilities shall be located on the same *lot* as the *use* they are intended to serve.

Sec. 107-4.4. Multi-family, mixed use, and non-residential use provisions.

- A. The minimum number of required *off-street parking spaces*, as outlined in **Table 107-4a** **107-4c**, may be reduced by the number of *on-street parking spaces* abutting the property lines of the *lot* or *parcel*.

Sec. 107-4.8. Shared parking and loading.

- C. *Recorded plats* shall convey, within the dedication statement, agreement to *shared parking* and *ingress and egress* as follows:
1. "Owner hereby grants to the ultimate owner of each *parcel* created by this *plat* an easement over, upon and across the entire *plat* for the purpose of providing continuous and uninterrupted *ingress and egress* and parking to each *parcel* created by this *plat*".
- D. *Commerce centers* that contain *uses* designed around common circulation, parking, and pedestrian connectivity may replace the quantity of required parking in **Section 107-4.9** according to **Table 107-4b**.

Table 107-4b Commerce Center Parking Standards		
Zoning	Min. Spaces per Non-Residential GFA (Square Feet)	Min. Spaces per Dwelling Unit (DU)
C-O C-O and C-1	1 per 400	
MU-1, MU-2, TND-MU	1 per 500	1.5
C-2, TND-C, SHD-CO	1 per 200	1
C-3	1 per 500	
I-1 and I-2	1 per 1,000	

Sec. 107-4.9. Minimum off-street parking requirements.

- B. The community development director or designee will determine if *uses* are significantly similar or dissimilar to particular *uses* not expressly listed in **Table 107-4c**. The parking requirement for *uses* that are significantly dissimilar to *uses* listed in **Table 107-4c** shall be determined by the community development director or designee. In such instances, the *applicant* will provide adequate information by which the proposal can be reviewed, which includes but not limited to the following:
1. Type of *use(s)*.
 2. Number of employees.
 3. *Building* design capacity.
 4. Square feet of *sales areas* and service area.
 5. *Parking spaces* proposed on site.
 6. *Parking spaces* provided elsewhere.

Table 107-4c—Parking Standards	
Uses	Min. Off-Street Parking Spaces
Residential	
Assisted living center (more than 10 residents)	0.5 per sleeping room
Assisted living home (10 or less residents)	2 per dwelling unit plus 0.5 per sleeping room
Dormitory	0.5 per sleeping room
Dwelling, live/work	2 per DU
Dwelling, multi-family (4 or more)	Studio-1B=1/unit, 2+B=2.0/unit plus 1 per 250 sf of office and community facility uses 0.2 spaces per DU dedicated to visitor parking
Dwelling, single-family	2 per DU
Dwelling, two-family (duplex)	2 per DU
Dwelling, three-family (triplex)	2 per DU
Group home	Same as residence dwelling

Chapter 108 LAND DIVISION AND SUBDIVISION REGULATIONS

ARTICLE I. GENERAL PROCESS AND OVERVIEW

Sec. 108-1.4. Minor land division, lot line adjustment, or parcel assemblage.

- A. The provisions of a *minor land division* will only apply to *original lots*.
- B. The community development director or designee will determine the specific ~~final~~-*plat* submittal requirements necessary for appropriate review of the *minor land division, lot line adjustment or parcel assemblage* at the time of the concept review meeting.
- C. If the community development director or designee in concurrence with the city engineer finds that the proposed *minor land division, lot line adjustment, or parcel assemblage* meets all of the requirements of the LDO and the PEDS, the ~~final~~-*plat* will be approved and the director and city engineer will date and sign the approval block on the ~~final~~-*plat*.
- D. After approval, city will record the ~~final~~-*plat* and the *applicant* will pay to the city the fee charged by the county recorder.
- E. An *applicant* aggrieved by the decision of the community development director may file for an appeal of the decision to the board of adjustment.

Sec. 108-1.5. Subdivisions.

- D. Final plat overview.
 - 2. The *applicant* shall provide the city with all information, outlined by the community development director or designee in conjunction with the *final plat* concept review meeting and consistent with information outlined in **Article III** herein, essential for review of the improvement plans and *final plat*.

Sec. 108-1.7. - Abandonment of recorded subdivision.

- A. ~~Pursuant to provisions of Title 28, Chapter 14, Article 1, Subsections 28-1901 through 28-1908, A.R.S.,~~ Pursuant to the provisions of Title 28, Chapter 20, Article 8 of the Arizona Revised Statutes, as may be amended or renumbered from time to time, the abandonment of all or part of a recorded subdivision may be initiated by written petition to the council, said petition to be signed by all *owners* of real property in said subdivision requesting abandonment of all *streets*, *alleys* and easements within said subdivision and giving the legal description and recording information thereof.

ARTICLE II. REPORTS, PLANS, AND DESIGN STANDARDS

Sec. 108-2.3. Specific plan(s) required.

- B. A preliminary landscape and *open space* plan shall be submitted as part of the *preliminary plat* application, as required in **Article II** herein, and a final landscape and *open space* plan shall be submitted as part of the *final plat*/improvement plan submittal package. ~~The format and information required for both submittals can be found in volume 1, appendix D of the PEDS.~~

Sec. 108-2.4. - Circulation design standards.

- B. General design.
 - 8. Installation of streetlights shall be in accordance with ~~design and specification standards detailed in Chapter 107, Article III of the LDO.~~ the Surprise Street Light Design Guidelines of the Engineering Development Standards (EDS) Manual.
- C. Types of *streets*.
 - 4. Private streets. *Private streets* shall not be permitted, except within gated communities.
 - c. A statement shall be required on the face of any *plat* having an approved *private street*(s) that the *private street*(s) shall be maintained to city standards by the *developer* or an authorized ~~homeowner; if;~~ homeowner's association at said *developer* or association's expense.
- D. Block planning.
 - 1. A *block* shall have a length ranging from four hundred (400) feet to no more than one thousand three hundred twenty (1,320) feet in length; unless otherwise restricted by the PEDS or deviated by the council when considered necessary for safety reasons or in order to secure efficient *use* of the land.

- a. A residential neighborhood *block* within a subdivision shall have a length ranging from four hundred (400) to eight hundred (800) feet as measured along the centerline of the *street* and between intersecting *street* centerlines; and
 - b. Be designed to accommodate no more than ten (10) *single-family* residential *lots* on either side of a *local street* to equal a not-to-exceed combined total of twenty (20) *single-family*, detached residential *lots* per *block*.
 - c. A longer perimeter *block* may be approved by the city engineer and council when *adjacent* to a major *street* in order to reduce the number of intersections.
2. *Blocks* which are over six hundred (600) feet in length shall provide a landscaped pedestrian easement, not less than thirty (30) feet wide, mid-*block* to allow easier *access* to the subdivision *open space*, the community pedestrian circulation system, or direct pedestrian *access* to the exterior *arterial streets*.
3. *Block* endcap landscape tracts shall be required; unless an acceptable alternative design is proposed. Endcap landscape tracts shall be a minimum of ten (10) feet wide when *adjacent* to *local streets* and fifteen (15) feet wide *adjacent* to collector and arterial roads. These tracts shall be landscaped in accordance with [Chapter 107](#) and shall be maintained by the *adjacent* property owner and/or ~~homeowner; if; association.~~ homeowner's association.

Sec. 108-2.5. - Lot planning.

D. Lot dimensions.

6. Residential *lots* that are less than fifty (50) feet wide ~~shall~~ are encouraged to have vehicular access from an *alley*.

Sec. 108-2.6. Stormwater drainage and environmental water features.

- D. The required drainage report (per ~~subsection 108-4.2A~~ 108-2.2) must address the effect of the proposed subdivision on existing upstream and downstream drainage facilities outside the area of the land division. No land division shall be approved unless adequate drainage will be provided to an adequate drainage watercourse or facility. The city engineer will determine the adequacy of the drainage facilities for purposes of council review, but such determination will not relieve the property *owner* from any responsibility related to stormwater or drainage; such responsibility shall remain that of the property *owner*.

Sec. 108-2.9. Public utilities.

- E. When as a result of the subdivision development, it is necessary to relocate, renew, or expand existing facilities within or *adjacent* to the *platted* area, the *developer* shall make the necessary arrangements with the serving utility for these installations to be placed underground at the time of development of the property as part of the required *off-site* and on-site improvements. The *developer* shall be responsible for the costs of the underground construction, in accordance with the underground policy of the city and the serving utility. ~~Check wording on the interpretation of burying distribution line versus transmission line. Check the underground policy.~~

Chapter 109 – SIGNS

ARTICLE I. - IN GENERAL; PROCESS AND OVERVIEW

Sec. 109-1.6. - Glossary of terms.

Lawful temporary event. A use of land that is permitted by and in accordance with ~~Section 106-10.42~~ **Section 106-10.43** of this Code. For purposes of this chapter, the following uses are also considered lawful temporary events: real estate open houses occurring within lands zoned for residential uses; and, religious institutions where religious services or religious events are held on lands zoned for residential uses, but where the primary use established for said land is that of a public school, private school, or charter school, or other community facility, or public meeting hall.

Sec. 106-1.8. Compliance with other provisions.

- A. Planning and engineering design standards (PEDS) as referenced in **Chapter 107, Article I**. The articles within the PEDS shall apply where applicable, based on the specific *zoning* and land *use*, and will govern the general site design and development, *open space* design, circulation design, landscape and *streetscape* design, and *building* form and architecture of a development in addition to those listed below.
- B. Use specific standards. Those land *uses* listed in **Table 106-1c** and ~~**Table 106-1d**~~ that have specific *use* standards associated with them shall comply with the specific standards outlined in **Article X** herein as well as to the PEDS in **Chapter 107**.
- C. Parking regulations. In addition to the PEDS, the parking regulations in **Chapter 107, Article IV** herein shall apply.
- D. Landscaping regulations. All landscaping associated with development shall comply with the PEDS and **Chapter 107, Article II** herein.
- E. Outdoor lighting. All *outdoor lighting* shall comply with the PEDS and **Chapter 107, Article III** herein.
- F. Environmentally sensitive land regulations. All development, regardless of *zoning* or *use* of the land, on lands that are determined to contain *environmentally sensitive features* or that contain *cultural resources* shall comply with **Chapter 104, Article II** herein and **Chapter 5** of the PEDS.
- G. Land division and subdivision regulations. The additional regulations governing the division of land in **Chapter 108** herein shall apply.
- H. Signage. All *signage* proposed shall comply with **Chapter 109** herein.
- I. Life safety codes. All life safety codes as adopted per **Chapter 105** herein.

Table No. 106-1c—Primary Land Use Matrix for All Zoning Districts																									
"P" = Permitted; "AUP" = Administrative Use Permit; "CUP" = Council Conditional Use Permit; "(blank space)" = Prohibited																									
	Residential				Surprise Heritage District		Traditional Neighborhood Neighborhood Development				Mixed Use			Commercial				Employment				Open Space/Public Uses			Use Specific Specific Standards
Zoning Districts																									Specific regulations can be found in sections listed below
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	
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																		Sec. 106-10.9
Dormitory						CUP						CUP				CUP	CUP	CUP	CUP						
Dwelling, live/work									P		P	P	P												Sec. 106-4 106-10.24
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	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
Commercial																									
Airport or private airstrip	CUP																	CUP	CUP	CUP					Sec. 106-10.6

Amusement and/or theme park													CUP				CUP									Sec. 106-10.7
Animal boarding facility						P									P	P		P								Sec. 106-10.8
Animal clinic	CUP					P		P						P	P	P		P								Sec. 106-10.8
Animal grooming						P		P			P			P	P	P	P		P							Sec. 106-10.8
Animal hospital						P										P	P		P							Sec. 106-10.8
Animal shelter	CUP															CUP	CUP		CUP						P	Sec. 106-10.8
Athletic or fitness club (commercial)						P		P	P		P	P	P		P	P	P	P	P							
Bank						P		P	P		P	P		P	P	P	P	P								
Bar/nightclub						CUP		CUP	CUP		CUP	CUP	CUP		CUP	CUP	CUP									Sec. 106-10.10
Bus terminal																	P		P	P				P		
Campground													CUP													
Catering Services						P		P	P					P	P	P	P		P	P						
Cemetery and mausoleum	CUP	CUP	CUP	CUP												CUP	CUP									Sec. 106-10.12
Cemetery, pet (limited to small animals)																CUP	CUP		CUP							Sec. 106-10.12
Community facility	P	P	P	P	AUP	P	P	P	P	P	P	P	P											P	P	
Community garden	P	P	P		P	P	P		P	P	P													P	P	Sec. 106-10.13
Daycare center (child or adult)		CUP	CUP	CUP	AUP	P	AUP	P	P		P	P		P	P	P	P	P								Sec. 106-10.15
Entertainment establishment—indoor						P		P	P		P	P	P		P	P	P	P	P							
Entertainment establishment—outdoor													P				P		P							
Fairground/stadium	CUP												CUP				CUP		CUP						CUP	
Funeral home, mortuary						CUP											CUP	CUP								
Galleries, museums (including display and production space)						P		P	P		P	P	P		P	P	P									

Golf course (public or private)								P		P		P											P		PEDS
Hotels, motels, resort, timeshares					P		P	P			P	P			P	P									
Library	P	P	P	P	P	P	P		P	P	P	P			P	P	P						P	P	
Marijuana facility																CUP	CUP		CUP	CUP					Sec. 106-10.27
Marijuana testing facility/laboratory																		P	P	P					Sec. 106-10.27
Medical hospital, overnight surgical facility																	P	P							Sec. 106-10.25
Medical office (health care facility)						P		P	P		P	P	P	P	P	P	P	P							
Microbrewery, distillery, winery						CUP		P	CUP			CUP	CUP		P	P	P								
Nursing care facility			P	P	CUP	P	P					P				P	P								
Office, general						P		P	P		P	P		P	P	P	P	P	P	P	P			P	
Park, recreation, and open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Park and ride						AUP	AUP	AUP	AUP		P	P							P	P				P	
Parking lot, parking structure					CUP	P	AUP	AUP	AUP		CUP	CUP	CUP			CUP	CUP		CUP	CUP				P	
Personal service establishment					AUP	P	AUP	P	P		P	P	P	P	P	P	P	P							
Places of assembly					CUP	P		P	P		P	P	P		P	P	P	P	P					P	
Places of worship	P	P	P	P	P	P	P	P	P		P	P	P		P	P	P	P	P					P	
Plant nursery					AUP	P		P								P	P		P					P	Sec. 106-10.30 106- 10.33
Post office					P	P		P	P						P	P	P	P						P	
Private club						P		P	P		P	P			P	P	P								
Public facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Racetrack													CUP						CUP	CUP					Sec. 106-10.36
Recreational vehicle (RV) park	CUP												CUP				CUP								Sec. 106-10.37
Recreational vehicle (RV) storage																	CUP		P	P					

Repair service establishment					AUP	P	AUP	P	P		P	P	P	P	P	P	P	P	P					
Restaurant					AUP	P		P	P		P	P	P		P	P	P		P	P				
Restaurant, convenience/ take out						P	AUP	P	P		P	P	P	P	P	P	P	P					P	
Retail shopping establishment					AUP	P	AUP	P	P		P	P	P	P	P	P	P	P	P					
Schools: pre-k through 12 (private)		CUP	CUP	CUP			CUP				CUP	CUP			CUP	CUP								Sec. 106-10.39
Schools: universities or colleges (public or private)						CUP						CUP			CUP	CUP	CUP	P	CUP				P	Sec. 106-10.39
Schools: vocational (technical or trade)						CUP										CUP	CUP	P	CUP	CUP				Sec. 106-10.39
Self-storage facility						CUP										CUP	CUP	CUP	CUP	CUP				Sec. 106-10.40
Service call establishment					AUP	P	AUP	P	P		P	P	P	P	P	P	P	P	P	P				
Sexually oriented business																				CUP	CUP			Sec. 106-10.41
Shooting range— indoor only																	P		P	P				
Showroom/ sales office						P		P	P		P	P	P	P	P	P	P	P	P					
State and county vehicle inspection station						P										P	P		P	P			P	
Tattoo and body piercing																CUP	P							Sec. 106-10.45 106- 10.46
Technology/ business incubator space						P												P	P					
Utility equipment infrastructure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utility service yard	CUP																	P					P	
Vehicle fueling station						P									P	P	P	P	P	P	P			Sec. 106-10.47 106- 10.48

Vehicle rental facilities																P	P		P	P					Sec. 106-10.48 106-10.49
Vehicle sales and leasing: new or used (commercial, including equipment)																			P	P					Sec. 106-10.49 106-10.50
Vehicle sales and leasing: new or used (OHV, motorcycles, boats, or similar)																	CUP	P	P	P					Sec. 106-10.49 106-10.50
Vehicle sales and leasing: new or used (personal)																	CUP		P	P					Sec. 106-10.49 106-10.50
Vehicle service: major repair																	CUP		P	P					Sec. 106-10.50 106-10.51
Vehicle service: minor repair						CUP											CUP	CUP	P	P	P				Sec. 106-10.50 106-10.51
Vehicle washing facilities																P	P		P						Sec. 106-10.51 106-10.52
Wireless tele-communication facilities	P	P	P	P	P	P	P	P	P		P	P		P	P	P		P	P	P	P			P	Chapter 107
Zoo and exotic animal keeping	CUP																		CUP				CUP	CUP	Sec. 106-10.52 106-10.53
Employment/industrial																									
Agricultural operations	P																								Sec. 106-10.5
Auction—vehicle (passenger, commercial) and heavy equipment																			P	P					
Batch plant, paving material mixing plant																					CUP				
Brick, clay, concrete, or																				P	P				

similar product— manufacturing																									
Contractor yard																		P	P	P					
Correctional institutions/facilities																				CUP			CUP		
Data center																	P	P							
Equestrian cen- ter, commercial stables	CUP												P			P	P							Sec. 106-10.18	
Farm and heavy equipment rental, sales, service or storage	CUP																		P						
Feed and tack sales	CUP														P	P	P		P						
Fleet-based services																		P	P						
Food manufacturing and processing						CUP												CUP	P	P					
Freight depot/distribution center																		CUP	CUP	P					
Grain processing; including milling, drying, storage	CUP																		P	P					
Laundry, dry cleaning: bulk operation (pick-up and delivery)																			P	P					
Machine shop, welding shop																		P	P	P					
Manufacturing and fabrication																		P	P	P					
Manufactured home, portable building, oversized and recreational (RV) vehicle sales and service																CUP			P	P					
Mining and mineral extraction																					CUP			Sec. 106.10.28	
Plant nursery (growing facility and wholesale)	CUP																		P	P				P	

Printing plant (commercial scale)																	P	P	P					
Recycling, collection facility																CUP		P	P	P			P	Sec. 106-10.38
Recycling, processing facility																			P	P			P	Sec. 106-10.38
Research facility— laboratory and testing																	P	P	P					
Sand and gravel operation																				P				
Sanitary landfill, solid waste facility																				CUP				
Stone product curing, fabrication																			P	P				
Taxidermist																		P	P					
Tile, roofing and waterproofing production																			P					
Truck stop (full service and repair permitted)																		P	P					Sec. 106-10.46 106- 10.47
Vehicle towing and impound lot																			P					
Warehouse/ distribution																		P	P					
Water aquifer recharge/ storage facility	CUP																		P	P	CUP	CUP	P	
Water reclamation or wastewater facility																			P	P			P	
Wholesale shopping establishment																P	P	P	P					
Accessory uses/structures/buildings																								
Accessory dwelling unit (ADU)	P	P	P		P		P																	Sec. 106-10.2

Accessory uses and structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 106-10.3
Bed and breakfast establishments	AUP	AUP	AUP		AUP	P	AUP																		Sec. 106-10.11
Common area open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Community facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Community garden	P	P	P	P	P	P	P	P	P	P	P	P	P										P	P	Sec. 106-10.13
Drive-through facilities						CUP										CUP	CUP		CUP						Sec. 106-10.17
Farm stand	P																								
Heliport, helipad	CUP																CUP	CUP	CUP						Sec. 106-10.22
Home occupation	P	P	P	P	P	P	P		P		P	P	P												Sec. 106-10.23
Outdoor dining area						P		P	P		P	P		P	P	P	P	P							Sec. 106-10.30
Outdoor display, sales area																	P		P	P					Sec. 106-10.31
Outdoor play for animal boarding facility						CUP											CUP	P		P					Sec. 106-10.8
Outdoor storage and use area																	CUP		P	P					Sec. 106-10.32
Portable carports	P	P	P	P																					Sec. 106-10.35 106-10.34
Ranch	P																								
Recycling, reverse vending machines																P	P							P	Sec. 106-10.38
Sport courts	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 106-10.43 106-10.44
Swimming pool	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P						P	P	Sec. 106-10.44 106-10.45
Cottage industry																									
Galleries, studio (including display and production space)					AUP		AUP																		Sec. 106-10.14

Office					AUP		AUP																		Sec. 106-10.14	
Personal service establishment					AUP		AUP																		Sec. 106-10.14	
Restaurant					AUP		AUP																		Sec. 106-10.14	
Retail shopping establishment					AUP		AUP																		Sec. 106-10.14	
Service call establishment					AUP		AUP																		Sec. 106-10.14	
Welding shop in association with art gallery					AUP		AUP																		Sec. 106-10.14	
Temporary uses																										
Construction trailers	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 106-10.35	
Donation bins	P	P	P	P	P	P		P						P	P	P	P	P	P	P	P			P	Sec. 106-10.16	
Mobile vending	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Chapter 26	
Portable storage containers	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 106-10.35	
Seasonal sales (including farmer's markets)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 106-10.42 106-10.43; Sec. 106-10.19	
Special events	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 106-10.42 106-10.43	

(Ord. No. 2021-24 , § 1(Exh. A), 11-16-21; Ord. No. 2021-17 , § 1(Exh. A), 2-1-22)

Citizen Participation Report

Land Development Ordinance Zoning Text Amendment

FS23-1057 – January 10, 2024

PROJECT DESCRIPTION

The City has initiated this Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to correct scrivener's errors, improve readability, and remove internal conflicts with other sections of the LDO related to the same subject matter. As a part of these changes, this amendment is proposing the following:

- Corrections to scrivener's errors, incorrect references, and other minor cleanup items that will improve clarity and consistency.
- Adding language to allow discretion for determining the front of a corner single-family residential lot.
- Reduction of Site Plan validity limits from 2 years to 1 year.
- Changes to bring our LDO in line with updated State Statutes.
- Additional language for amendments to Conditional Use Permits.
- Removing the conflict between street side setbacks and landscape tracts in single-family residential.

ADVERTISING

The meeting was advertised in the Surprise Independent on Wednesday, December 20, 2023 and the Daily News Sun on Friday, December 22, 2023, and published on the City website.

MEETING DESCRIPTION & ATTENDANCE

The meeting was held at City Hall in the Community Room on January 10, 2024 at 6 p.m. and ended at approximately 7 p.m. There were no members of the public in attendance during the duration of the meeting.

FEEDBACK

No feedback or concerns were expressed.

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)
12/20/23, 12/22/23

Charlene Bisson



Terri L. Rodgers

Sworn to and subscribed before me this 22nd Day of December, A.D., 2023

Ad Caption: FS23-1057
Ad Number: 630090
Total Cost:\$418.00

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

**DEVELOPMENT PROJECT
NEIGHBORHOOD MEETING**

Please be advised, Daniel Lerma with Upward Architects will host a Neighborhood Meeting to discuss the project referenced below. Any member of the public may participate in this conversation as it pertains to this project by utilizing the access information provided under Meeting Details below. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present their project 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:

Daniel Lerma with Upward Architects,
(602) 753-5222, daniel@upwardarchitects.com

City of Surprise Planner:

Leslie Carnie, (623) 222-3153,
Leslie.Carnie@surpriseaz.gov

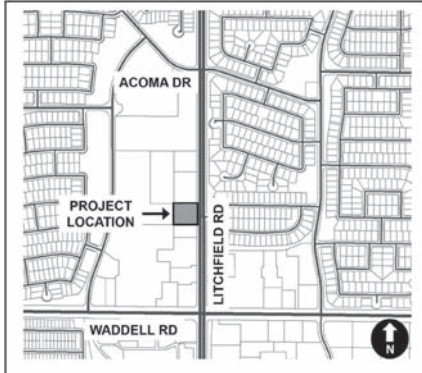
NEIGHBORHOOD MEETING DETAILS**In Person**

DATE: December 20, 2023

TIME: 6:00 PM

LOCATION:

Hilton Garden Inn
16601 N. Stadium Way
Surprise, AZ. 85374

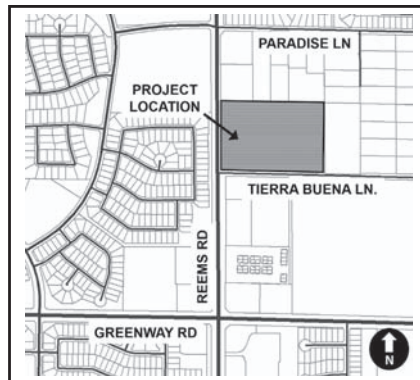
Project Location**Meeting Location****PROJECT DESCRIPTION:**

A Comprehensive Sign Program for a proposed commerce center generally located north of the northwest corner of Litchfield Rd. and Waddell Rd. Surprise Planning Case # FS23-0853

Publish: Surprise Independent,
December 20, 2023/630050

**CITY OF SURPRISE
PUBLIC NOTICE**

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission and City Council will hold a Public Hearings at the request of, Benjamin Graff relating to the Zone Change of approximately 12 acres from Neighborhood Commercial with Planned Unit Development Overlay (C-1 PUD) and Rural Residential (RR) to Residential High Density (R-3) to allow for the development of an "age in place" retirement community on a site generally located on the northeast corner of Reems Rd. and Tierra Buena Ln. Surprise Case #FS22-0858.

PROJECT LOCATION

Community Development Department may be contacted prior to the scheduled meeting for additional information. City of Surprise Planner: Leslie Carnie 623-222-3153, leslie.carnie@surpriseaz.gov.

Planning and Zoning Commission

Date: December 21, 2023

Time: 6:00 p.m.

Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

City Council Meeting

Date: January 16, 2024

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: Surprise Independent,
December 20, 2023/630049

**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 Ms. Lindsay Schube relating to a proposed zoning text amendment to the Surprise Land Development Ordinance (case FS23-0512) and seeks to remove an existing development standard related to marijuana facilities. The LDO currently limits the number of entrances to a marijuana facility to a single entrance. The applicant proposed to remove this limitation in the LDO per Arizona Revised Statutes (A.R.S.) §36-2806(c).

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: January 4, 2024

Time: 6:00 p.m.

Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

City Council

Date: January 16, 2024

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 contact Christina Sexton at 623-222-3134 or at christina.sexton@surpriseaz.gov for more information regarding this request. 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, December 15,
Surprise Independent, December 20,
2023/630221

**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 the conversation as it pertains to this project by attending in person. According to Surprise Municipal Code, we 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:

Jani Wertin; 623-222-3151;

jani.wertin@surpriseaz.gov

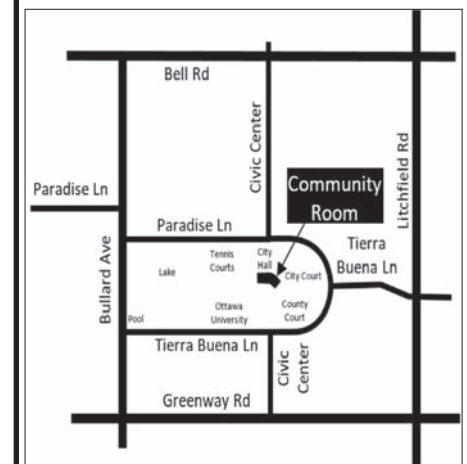
**NEIGHBORHOOD
MEETING DETAILS**

DATE: Wednesday, January 10, 2024

TIME: 6:00 PM

PHYSICAL LOCATION:

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

MEETING LOCATION**PROJECT DESCRIPTION:**

A Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) in order to provide clarification and remove conflicts with other sections of the LDO, Case # FS23-1057.

Publish: Daily Independent,
December 22, Surprise Independent,
December 20, 2023/630090

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

In Re the Matter of:

Michele Tyler,
Petitioner

and

Todd Malan,
Respondent

Case #: FN2018-053276

ORDER TO APPEAR

Petition for Contempt/Enforcement

The Court has reviewed the **Petition for Contempt** filed on **10/12/2023**. The Petition seeks civil contempt sanctions and alleges that Respondent has failed to comply with the Court's orders. Accordingly, pursuant to Arizona Rules of Family Law Procedure 91 and 92,

IT IS ORDERED that Petitioner and Respondent shall appear **in person** at an **Evidentiary Hearing** on the following date, time, and location:

Judicial Officer: Judge James R. Knapp
Date / Time of Hearing: 1/16/2024 at 11:00 AM (60 minutes)
Hearing Location: Maricopa County Superior Court
Northeast Regional Court Center
18380 N 40th St, Courtroom 106
Phoenix, Arizona 85032

FAILURE TO APPEAR

The parties are required to appear for the hearing. **Failure to appear at the hearing may result in the court issuing a child support or civil warrant for your arrest. If you are arrested, you may be held in jail for up to 24 hours before you see a judge.**

Where to Find Additional Information & Forms

The Arizona Judicial Branch has a Family Law Information website, <https://www.azcourts.gov/familylaw>, with links to the Arizona Revised Statutes and the Arizona Rules of Family Law Procedure (ARFLP), which govern these proceedings (go to "Authorities" section). The Superior Court Law Library Resource Center (LLRC) also provides training classes and has detailed instruction packets available online at <https://superiorcourt.maricopa.gov/lrc/family-court-forms/>. Any party to a case can register and access the Clerk of Court's Electronic Court Record (ECR) for their particular case at <https://ecr.clerkofcourt.maricopa.gov/login.aspx>.

EXHIBIT REQUIREMENTS

The Court will decide the issue(s) based on the testimony and evidence presented at the hearing. Accordingly, **IT IS ORDERED** that the parties submit any proposed hearing exhibits as follows:

- (1) Submit Hearing Exhibits through Case Center.** This division is piloting Case Center (also known as Case Lines), a statewide electronic exhibit portal. Attorneys must submit exhibits through Case Center; self-represented litigants can request to opt-out of Case Center by contacting the judge's division (DRJ14@jbazmc.maricopa.gov or (602) 372-2928). Exhibits must be submitted at least 3 days before the hearing.

Each party must make sure the Court has the party's valid current email address. If you do not have an email address, you can obtain a free one through accounts.google.com. Each party must register for Case Center at www.digital.evidence.azcourts.gov. The website has links to training resources that will guide you through uploading exhibits and navigating Case Center. The Clerk of Court will email each party (or their attorney of record) a case-specific Case Center link that the party will use to upload exhibits. Case Center accepts most digital formats (including photographs, PDFs, Word files, audio files, and video files). Case Center automatically numbers the exhibits. Petitioner's exhibits have an A- prefix (Exhibit A1, A2, etc.) and Respondent's exhibits have a B- prefix (Exhibit B1, B2, etc.). Third parties will have a C- or D- prefix. During the hearing, the parties must refer to exhibits using the Case Center exhibit numbers. For assistance with Case Center, contact AOC Support Services at (602) 452-3519 or pasupport@courts.az.gov, Monday – Friday 7 AM – 6 PM.

- (2) Exchange Exhibits.** At least 3 days before the hearing, you must give the other party copies of all exhibits you submitted for use at the hearing. Exhibits you do not give to the other party before the hearing may not be used in the hearing.

- (3) Appear for the Hearing and Present Your Case.** At the hearing, each party will be allowed approximately half of the time available to present their case, including any witness testimony and exhibits. All witnesses must be present at the beginning of the hearing to be sworn in by the Clerk and to be provided the Court's admonition. The witnesses may then be released from the hearing and you will need to notify the witness when to return to the hearing to testify.

The Court only considers an exhibit after a party explains its relevance and moves for its admission into evidence. The judge will use Case Center to view the exhibits. Each party must either (1) bring paper copies for themselves and any witnesses or (2) access the exhibits on Case Center using their own wifi-enabled device.

A party presenting an exhibit should be prepared to identify the page(s) with relevant information. Any party that wants to present electronic media (such as audio or video) during a hearing must upload it into Case Center and be prepared to identify and play the relevant portions during the hearing.

SERVICE

The filing party **MUST SERVE** a copy of the Petition, this Order to Appear, and all related documents on the other party in accordance with the Arizona Rules of Family Law Procedure. The party that filed the pleadings must make good faith efforts to complete service promptly and within 10 days of receipt of this Order to Appear.

Proof of service must be filed with the Clerk's Office and a copy provided to this Division at least 5 days before the hearing. Failure to do so may result in the hearing being rescheduled or the Petition dismissed. For information about service of process see ARFLP 40 and 41.

OTHER INSTRUCTIONS

Settlement: Counsel and the parties are reminded of their obligation to give prompt notice of any settlement to the Court. (See ARFLP 70.) Should the parties reach a full agreement prior to the date of the trial, the Court will consider a motion to vacate the trial only if both parties stipulate.

Any postponement or change will be granted only in accordance with appropriate rules, based on a showing of good cause, and will require the express written approval of the Court. A motion to continue filed less than 30 days before the scheduled trial date will likely be denied.

Trial Record: All court proceedings are recorded digitally and not by a court reporter. Pursuant to Local Rule 2.22, if a party desires a court reporter for any proceeding in which a court reporter is not mandated by Arizona Supreme Court Rule 30, the party must submit a written request to the assigned judicial officer at least ten (10) judicial days in advance of the hearing, and must pay the authorized fee to the Clerk of the Court at least two (2) judicial days before the proceeding. The fee is \$140 for a half-day and \$280 for a full day.

Either party may register for access to their case via the Electronic Court Record at <https://ecr.clerkofcourt.maricopa.gov/login.aspx>.

Requests for **reasonable accommodation** for persons with disabilities must be made to the division assigned to the case at least three judicial days before the scheduled hearing. Requests for an **interpreter** for persons with limited English proficiency must be made at least ten days in advance of the scheduled hearing.

November 30, 2023

Date

Judge James R. Knapp
Maricopa County Superior Court

Publish: Daily Independent, December 22, 29, January 4, 11, 2023/630824

DEVELOPMENT PROJECT NEIGHBORHOOD MEETING

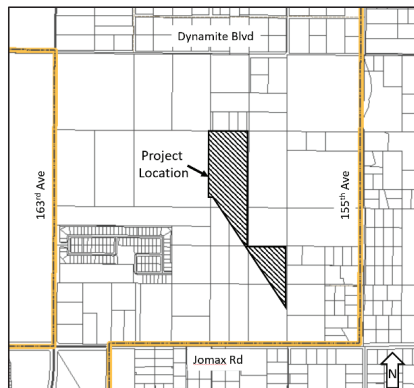
Please be advised that Berry Riddell, LLC will host an in-person Neighborhood Meeting to discuss the project referenced below. Any member of the public may participate in the conversation as it pertains to this project. According to Surprise Municipal Code, the applicant is required to host a Neighborhood 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: Berry Riddell, LLC, 480.682.3916, ed@berryriddell.com
City of Surprise Planner: Trevor Fleetham, 623.222.3156, trevor.fleetham@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

DATE: Monday, January 8, 2024
TIME: 6:00 PM
LOCATION: Asante Preparatory Academy – Library
23251 N. 166th Dr. Surprise, AZ 85387

PROJECT LOCATION



MEETING LOCATION



PROJECT DESCRIPTION:

A rezone of approximately 31.46 gross acres generally located west of 155th Avenue and north of Jomax Road from Residential Medium Density (R-2) and Residential High Density (R-3) to R-2 Planned Unit Development (PUD). Case # FS23-0352.

Publish: Surprise Independent, December 20,
Daily Independent, 22, 2023/629462

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 the conversation as it pertains to this project by attending in person. According to Surprise Municipal Code, we 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

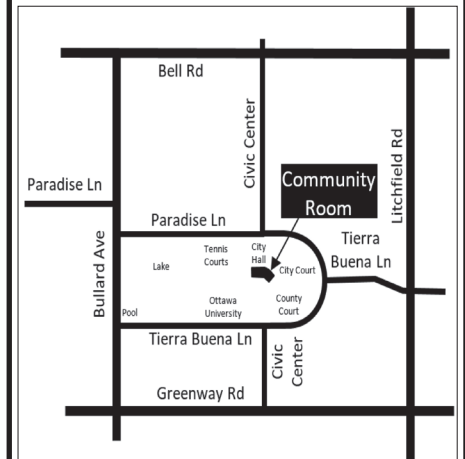
City of Surprise Planner:
Jani Wertin; 623-222-3151;
jani.wertin@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

DATE: Wednesday, January 10, 2024
TIME: 6:00 PM
PHYSICAL LOCATION:

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

MEETING LOCATION



PROJECT DESCRIPTION:

A Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) in order to provide clarification and remove conflicts with other sections of the LDO, Case # FS23-1057.

Publish: Daily Independent,
December 22, Surprise Independent,
December 20, 2023/630090

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

ORDINANCE # 2024-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE OF APPROXIMATELY 12 ACRES FROM NEIGHBORHOOD COMMERCIAL WITH PLANNED UNIT DEVELOPMENT OVERLAY (C-1 PUD) AND RURAL RESIDENTIAL (RR), TO RESIDENTIAL HIGH DENSITY (R-3), AND APPROVING THE RELEASE OF AN EXISTING DEED RESTRICTION FOR A SITE GENERALLY LOCATED ON THE NORTHEAST CORNER OF REEMS RD. AND TIERRA BUENA LN.

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 on the northeast corner of Reems Road and Tierra Buena Lane;

WHEREAS, the subject site is approximately 12 acres and is currently zoned Neighborhood Commercial with Planned Unit Overlay Development (C-1 PUD) and Rural Residential (RR);

WHEREAS, in 2015, the City Council placed a deed restriction on a portion of the subject site to ensure that the approximate 2.37-acre parcel would be a "Senior Housing development" with no more than 16 units;

WHEREAS, in order to integrate the use of the entire parcel, including the 2.37 acre parcel with the existing deed restriction, the subject site requires modification of the applicable zoning regulations, including the removal of the deed restriction;

WHEREAS, the proposed Rezone to Residential High Density (R-3), satisfies the requirements set forth in the City of Surprise Land Development Ordinance (LDO);

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

WHEREAS, on December 21, 2023, the Planning and Zoning Commission recommended that the Rezone for The Pointe at Surprise be approved.

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

Section 1. Removal of Deed Restriction. The deed restriction previously placed on parcel 501-17-063, Lot 1, of the Mariposa Acres Final Plat approval (case# FS12-168) to ensure that the use for the approximate 2.37-acre parcel would be a "Senior Housing development" with no more than 16 units, is hereby removed in order to integrate this parcel into the larger "The Pointe at Surprise" development;

Section 2. Rezoning. The parcel legally described on **Exhibit A** and depicted on **Exhibit B**, known as "The Pointe at Surprise," is rezoned from Neighborhood Commercial with Planned Unit Development overlay (C-1 PUD) and 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 Zone Change narrative entitled "Age-In-Place Senior Living Development", prepared by Quarles & Brady, and stamped received October 25, 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 3. 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 4. Codification. This Ordinance is not of a general nature and shall not be codified.

Section 5. 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 6. 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 7. Effective Date. This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this 16th day of January 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

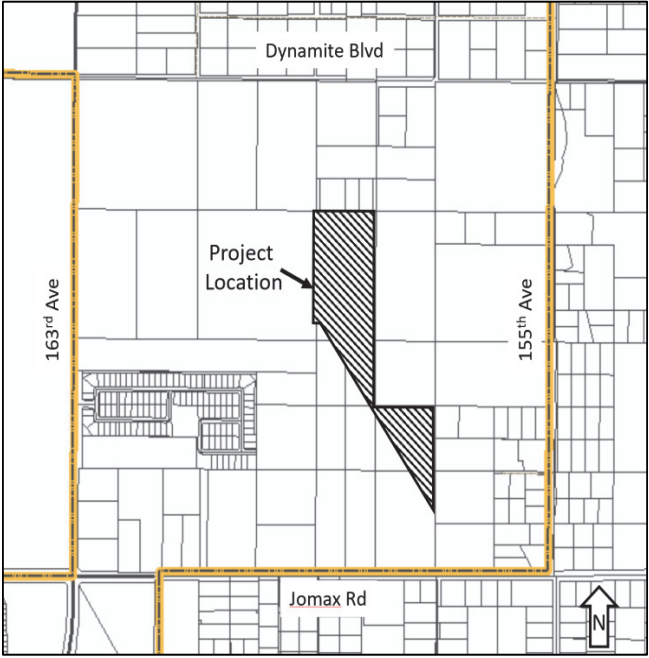
EXHIBITS ON FILE
CONTACT THE SURPRISE CITY CLERK'S OFFICE
16000 N. CIVIC CENTER PLAZA, SURPRISE, AZ. 85374 - 623-222-1200

Publish: Daily Independent, January 23, 24, 25, 26, 2024/635238

CITY OF SURPRISE
PUBLIC NOTICE

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission and the City Council will hold Public Hearings at the request of Berry Riddell, LLC to the proposed rezone request from Residential Medium Density (R-2) and Residential High Density (R-3) to R-2 Planned Unit Development (PUD) for approximately 31.46 acres generally located west of 155th Avenue and north of Jomax Road. (Surprise Case FS23-0352).

Project Location:



Planning and Zoning Commission

Date: February 15, 2024
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

City Council

Date: March 18, 2024
Time: 6:00 p.m.
Place: Surprise City Hall
16000 N. Civic Center Plaza
Surprise, AZ 85374

At these meetings 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. All written comments regarding this request will be made part of the record of the City. 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. Contact Trever Fleetham with the City of Surprise at 623-222-3156 or trever.fleetham@surpriseaz.gov for additional information.

Publish: Daily Independent, January 26,
Surprise Independent, January 31, 2024/635296



Attorney for Personal Representative:
ROBERT F. JECKEL, P.L.L.C.
Robert F. Jeckel No. 003801
17028 North Boswell Boulevard
Sun City, AZ 85373
(623) 972-1133
Email: legal@jnlegal.com
Personal Representative:
DEBRA LYNN EVANS
11501 Creek Brook Drive
Louisville, KY 40229
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA In the Matter of the Estate of NORMA JEAN BAKER, Deceased. NO. PB2024-070055 NOTICE TO CREDITORS NOTICE IS HEREBY GIVEN that the undersigned has been appointed Personal Representative of the Estate. All persons having claims against the Estate are required to present their claims within four (4) months from the date of first publication of this Notice or the claims will be forever barred. Claims must be presented to the undersigned Personal Representative at the law offices of ROBERT F. JECKEL, P.L.L.C., 17028 North Boswell Boulevard, Sun City, Arizona 85373, attorneys for the Estate. DATED: January 22, 2024. Signed DEBRA LYNN EVANS Personal Representative ROBERT F. JECKEL, P.L.L.C.
Signed By: Robert F. Jeckel
Attorney for Personal Representative
Publish: Daily January 26, February 2, 9, 2024/635788

ZONING TEXT AMENDMENT
Public Notice

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission and the City Council will hold Public Hearings relating to the proposed zoning text amendment to the Surprise Land Development (LDO) in order to provide clarification and remove conflicts with other sections of the LDO.

MEETING DETAILS

PLANNING & ZONING COMMISSION

DATE: Thursday, February 15, 2024
TIME: 6:00 PM
LOCATION: Surprise City Hall
16000 N Civic Center Plaza
Surprise, AZ 85374

CITY COUNCIL

DATE: Tuesday, March 5, 2024
TIME: 6:00 PM
LOCATION: Surprise City Hall
16000 N Civic Center Plaza
Surprise, AZ 85374

At these meetings 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. All written comments regarding this request will be made part of the record of the City. 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. Contact Jani Werten with the City of Surprise at 623-222-3151 or jani.werten@surpriseaz.gov for additional information.

Publish: Surprise Independent, January 24, Daily Independent, January 26, 2024/635163



SURPRISE

ARIZONA

City Council
March 5, 2024

Zoning Text Amendment
2024 Clean Up
FS23-1057



BACKGROUND

- **December 15, 2020** - City Council approved Ordinance 2020-38, which repealed Chapters 101-122 of the Surprise Municipal Code and adopted “Part II – Land Development Ordinance, Chapters 101-111” under case FS18-296.
- **December 11, 2024** - Staff initiated this zoning text amendment following further real-world application of the new code, where various conflicts and errors within the text were found.



OVERVIEW

- This Clean-up Amendment will:
 - Correct scrivener's errors
 - Provide clarity and consistency
 - Update references and processes to reflect recent changes to State Statute
 - Update remnant sections of code that were not captured in previous zoning text amendments
 - Remove or amend standards that are difficult to enforce, or are otherwise burdensome

SCRIVENER'S ERRORS

Chapter 101 – Administrative Provisions

Article 2 – Rules of Interpretation and Glossary of Terms

102-2.2 Glossary of terms

Street. A general term used to describe a paved *right-of-way*, municipally or privately owned, serving as a means of travel, usually affording the principal means of *access* to *abutting* property.

1. **Street, arterial (major and minor).** ~~Streets designed to carry large amounts of traffic across or through the city and designated as such by the city General Plan.~~ Streets designed to carry large amounts of traffic across or through the city and designated as such by the city General Plan.

SCRIVENER'S ERRORS

Chapter 106 – Zoning and Use Standards

Article 6 – Commercial Zoning Districts

106-6.1 General

- C. Process. A type 3 review is required to establish a commercial *zoning district*. All development within a commercial *zoning district* shall require a type 1 *site plan* review prior to submittal for a *building* and/or grading permit. Some ~~proposed uses~~ **proposed uses** may require a type 3 review for *conditional use permits* per **Table 106-1c** ~~and Table 106-1d~~ in **Article 1** of this chapter.



CLARITY

Chapter 101 – Administrative Provisions

Article 2 – Rules of Interpretation and Glossary of Terms

102-2.2 Glossary of terms

Variance. A modification or variation of the development standards in **Chapter 106** of the LDO as applied to a specific piece of property. ~~Dimensional variances only may be allowed; no variance regarding use of property shall be permitted; no variance decreasing lot area requirements shall be allowed.~~



CLARITY

Chapter 102 – Review Process and Applications

Article 6 – Type 3 Application and Requests

102-6.5 Variances

- A. Purpose. This section provides the potential for relief from the *zoning* development standards, but not to the *permitted uses*, densities, or guidelines, of this code. **Dimensional *variances* only may be allowed; no *variance* regarding use of property shall be permitted; no *variance* decreasing *lot* area requirements shall be allowed.** Notification for *variance* requests shall follow the requirements set forth in A.R.S. § 9-462.06 and the provisions outlined in this chapter.

CLARITY

Chapter 106 – Zoning and Use Standards

Article 2 – Residential Zoning Districts

106-2.3 Residential low density (R-1)

C. Development standards. Table 106-2c below identifies the required development standards for the residential low density (R-1) zoning district.

Table 106-2c—Residential Low Density (R-1) Zoning District						
Lot Categories	A ³	B	C	D	E	F
General Plan compatibility	Suburban	Suburban	Suburban	Suburban and rural	Rural	Rural
Lot area (sf)	4,950—7,999	8,000—11,999	12,000—17,999	18,000—27,999	28,000—43,559	≥43,560
Min. lot width (sf)	45	60	80	90	100	130
Min. front setback ¹ (ft)	12	12	15	20	20	30
Max. front setback (ft)	25	25	30	35		
Min. rear setback ¹ (ft)	15	20	20	25	30	30
Min. side setback ¹ (ft)	5 & 8	5 & 10	10	10 & 15	20	20
Min. street side setback ¹ (ft)	15	15	15	15	20	20
Max. bldg. height (ft)	35	35	35	35	35	35
Max. lot coverage		45%	40%	30%	30%	25%
Open space (% of gross area of residential development) ³	20%	20%	20%	15%	15%	10%
Notes:						
1. Garage face and embellishments shall be setback a minimum of 20 feet measured from any opposing property line; except rear alley loaded garages, which shall be setback six feet from edge of alley line.						
2. The city requires open space on a development/subdivision basis rather than on a lot-by-lot basis. Subdivisions with more than one lot category will provide the higher percentage of open space.						
3. Residential projects shall contain no more than 50 percent of lots less than 48 feet wide as calculated across whole subdivisions or preliminary plat and will include mitigating designs outline in Chapter 108 of this ordinance.						
4. Corner lots where block endcap landscape tracts are provided are not subject to the minimum street side setbacks.						

CONSISTENCY

Chapter 103 – Enforcement

Article 1 – In General

103-1.3 Administrative Remedies

A. Administrative remedies may include:

- (1) The withholding of plan approval, permits, certificates, or any other form of authorization or approval under the authority of the community development director or designee as outlined by the LDO, after determination of any of the following:
 - a. Any violation of the LDO; or
 - b. Any violation of a condition, stipulation, or qualification of a permit, certificate, approval or other authorization previously granted by the city.
- (2) Revocation of any plan approval, permit, certificate, or any other form of authorization or approval under the authority of the city manager or designee as outlined by the LDO after determination of any of the following:
 - a. There is departure from the plans, specifications, or conditions as required under terms of the permit; or
 - b. The permit was procured by false representation; or
 - c. The permit was issued in error; or
 - d. Any of the provisions of the LDO are being violated.
- (3) Written notice of such revocation shall be served upon the owner, the authorized agent or contractor, or upon any person employed on the premise for which such permit was issued, or shall be posted in a prominent location; and, thereafter, no such construction shall proceed except to correct such violation or to comply with the order. Such order shall state the nature of the violation, the specific provision violated, and the date and time by which the violation must be corrected.
- (4) The city may stop grading, construction, or work on any building or structure on any land on which there is an uncorrected violation of a provision of the LDO, or of a permit or other form of authorization issued hereunder.

(5) The city may seek a court ordered injunction or other equitable relief to stop any violation of the LDO or of a permit, certificate or other form of authorization granted hereunder.

(6) In accordance with this chapter, the codes referenced in Chapter 105, and A.R.S. § 9-499, the city may abate a violation of the LDO.

(7) The city, at the direction of the city manager or designee may prohibit, restrict, or revoke occupancy of any building by any person or entity in which there has been a failure to comply with any permit, plans, specifications, or conditions required under the terms of the permit or any plan or other approval of the city.

[(1)] The withholding of plan approval, permits, certificates, or any other form of authorization or approval under the authority of the community development director or designee as outlined by the LDO, after determination of any of the following:

a. Any violation of the LDO; or

b. Any violation of a condition, stipulation, or qualification of a permit, certificate, approval or other authorization previously granted by the city.

[(2)] Revocation of any plan approval, permit, certificate, or any other form of authorization or approval under the authority of the city manager or designee as outlined by the LDO after determination of any of the following:

a. There is departure from the plans, specifications, or conditions as required under terms of the permit; or

b. The permit was procured by false representation; or

c. The permit was issued in error; or

d. Any of the provisions of the LDO are being violated.

[(3)] Written notice of such revocation shall be served upon the owner, the authorized agent or contractor, or upon any person employed on the premise for which such permit was issued, or shall be posted in a prominent location; and, thereafter, no such construction shall proceed except to correct such violation or to comply with the order. Such order shall state the nature of the violation, the specific provision violated, and the date and time by which the violation must be corrected.

[(4)] The city may stop grading, construction, or work on any building or structure on any land on which there is an uncorrected violation of a provision of the LDO, or of a permit or other form of authorization issued hereunder.

[(5)] The city may seek a court ordered injunction or other equitable relief to stop any violation of the LDO or of a permit, certificate or other form of authorization granted hereunder.

[(6)] In accordance with this chapter, the codes referenced in chapter 105, and A.R.S. § 9-499, the city may abate a violation of the LDO.

[(7)] The city, at the direction of the city manager or designee may prohibit, restrict, or revoke occupancy of any building by any person or entity in which there has been a failure to comply with any permit, plans, specifications, or conditions required under the terms of the permit or any plan or other approval of the city.



CONSISTENCY

Chapter 102 – Review Process and Applications

Article 4 – Type 1 Application and Requests

102-4.2 Site Plan Review

- E. Validity limits . Approval of a *site plan* or *amendments* thereto, shall run with the land and may continue to be valid upon a change of *ownership* of the site or *structure* for a period of ~~two (2) years~~ one (1) year following the date of approval.



STATUTE CHANGES

Chapter 102 – Review Process and Applications

Article 6 – Type 3 Application and Requests

102-6.1 General Plan Amendments and Specific Area Plans

1. Major amendment. An application for a major *amendment* to the *General Plan* must be filed prior to April 1st of the calendar year and must be heard by the city council ~~on the first available council meeting in December of the calendar year~~ within 12 months of when the request was submitted. Any major *amendment* must first be submitted for commission review and recommendation. Major *amendments* shall require an affirmative vote of at least two-thirds ($\frac{2}{3}$) of the council.

STATUTE CHANGES

Chapter 108 – LAND DIVISION AND SUBDIVISION REGULATIONS

Article 1 – General Process and Overview

108-1.7 Abandonment of Recorded Subdivision

- A. ~~Pursuant to provisions of Title 28, Chapter 14, Article 1, Subsections 28-1901 through 28-1908, A.R.S.,~~ Pursuant to the provisions of Title 28, Chapter 20, Article 8 of the Arizona Revised Statutes, as may be amended or renumbered from time to time, the abandonment of all or part of a recorded subdivision may be initiated by written petition to the council, said petition to be signed by all *owners* of real property in said subdivision requesting abandonment of all *streets, alleys* and easements within said subdivision and giving the legal description and recording information thereof.



LDO CHANGES

Chapter 106 – Zoning and Use Standards

Article 6 – Commercial Zoning Districts

106-6.1 General

- C. Process. A type 3 review is required to establish a commercial *zoning district*. All development within a commercial *zoning district* shall require a type 1 *site plan* review prior to submittal for a *building* and/or grading permit. Some ~~proposed uses~~ **proposed uses** may require a type 3 review for *conditional use permits* per **Table 106-1c** ~~and Table 106-1d~~ in **Article 1** of this chapter.

LDO CHANGES

Chapter 106 – Zoning and Use Standards

Article 1 – In General

106-1.8 Compliance with other provisions

Table No. 106-1c—Primary Land Use Matrix for All Zoning Districts "P" = Permitted; "AUP" = Administrative Use Permit; "CUP" = Council-Conditional Use Permit; "(blank space)" = Prohibited																									
	Residential				Surprise Heritage District		Traditional Neighborhood Neighborhood Development				Mixed Use			Commercial				Employment				Open Space/Public Uses			Use Specific 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																		Sec. 106-10.9
Dormitory						CUP						CUP				CUP	CUP	CUP	CUP						
Dwelling, live/work									P		P	P	P												Sec. 106-4 106-10.2
Dwelling, multi-family (4 or more)				P	CUP	P	P		P		P	P	P												



LDO CHANGES

Chapter 108 – Land Division and Subdivision Regulations

Article 2 – Reports, Plans, and Design Standards

108-2.4 Circulation design standards

B. General design.

8. Installation of streetlights shall be in accordance with ~~design and specification standards detailed in Chapter 107, Article III of the LDO.~~ the Surprise Street Light Design Guidelines of the Engineering Development Standards (EDS) Manual.

BURDENSOME STANDARDS

Chapter 108 – Land Division and Subdivision Regulations

Article 2 – Reports, Plans, and Design Standards

108-2.5 Lot Planning

D. Lot dimensions.

6. Residential *lots* that are less than fifty (50) feet wide ~~shall~~ are encouraged to have vehicular access from an *alley*.

BURDENSOME STANDARDS

Chapter 101 – Administrative Provisions

Article 2 – Rules of Interpretation and Glossary of Terms

102-2.2 Glossary of terms

Lot line. The boundary that sets the border of a *lot* (commonly known as a property line). For specific application of specific *lot lines* see the definitions below and **Figure 101-2a**.

1. **Lot line, front.** The *lot line* separating the *lot* from the *right-of-way*.
 - a. In the case of an interior lot or through lot, a line separating the lot from the street.
 - b. In the case of a corner lot, the *front lot line* separating the narrowest street frontage of the lot from the street. For square, *corner lots*, the front shall be determined by the community development director or designee. For lots with significant site constraints, the front shall be determined by the community development director or designee.



CITIZEN PARTICIPATION

Neighborhood Outreach Meeting:

- When: January 10, 2024 at 6 p.m.
- Where: City Hall
- Attendance: None in attendance
- Feedback: None Received



RECOMMENDATION

Commission recommended **approval** of FS23-1057.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

ORDINANCE # 2024-03

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO THE SURPRISE LAND DEVELOPMENT ORDINANCES TO IMPROVE CLARITY AND REMOVE CONFLICTS; 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 has identified minor drafting and other scrivener's errors in the Land Development Ordinances and has further determined that a number of provisions could be revised to enhance clarity and readability, provide more concise interpretations, and to correct internal inconsistencies with other sections of the LDO;

WHEREAS, this Ordinance and the accompanying text amendment proposes to correct scrivener's errors; correct conflicting references; improve clarity and consistency; add language to provide the Community Development Director with discretion in determining the front of a corner single-family residential lot; reduce site plan validity limits from two years to one year; ensure the LDO is consistent with state statutes; add requirements for amending Conditional Use Permits; and remove conflicts between street side setbacks and landscape tracts in single-family residential districts;

WHEREAS, City staff recommends that all of these corrections and revisions to the Land Development Ordinances should be effected by adopting a single ordinance; and

WHEREAS, on February 15, 2024, the Planning and Zoning Commission recommended approval of the proposed Text Amendments to the Land Development Ordinances.

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

Section 1. Chapters 101, 102, 103, 104, 105, 106, 107, 108, and 109 of the Surprise Land Development Ordinances are 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 upon the effective date of this Ordinance.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 and shall be added to the Surprise Code of Ordinances at that time.

PASSED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 5, 2024

Contact Person: Kendra Pettis, DIR -
SPORTS/TOURISM

Submitting Department: Sports and Tourism

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 Budget by moving budget authority of \$100,000 from General Contingency to project N59040 Tourism Feasibility Study in the Tourism Fund to determine the viability of an extended partnership opportunity with Dysart Unified School District's Vista Center for the Arts; Resolution #2024-32.

Motion:

I move to approve Resolution #2024-32.

Background:

The City of Surprise has partnered with Dysart Unified School District to support The Vista Center for the Arts programming since 2022 through Tourism Fund reimbursements. Dysart has reached out to the City of Surprise to look at expanding the City's partnership with The Vista. The City would like to utilize up to \$100,000 of the Tourism Fund to conduct a feasibility study to evaluate the viability of an extended partnership between the City and Dysart to operate and market The Vista Center for the Arts.

Objective Analysis:

The objective of the feasibility study is to evaluate extended partnership options between the City and Dysart to operate the Vista Center of the Arts in the future. The feasibility study will include the financial viability of an extended partnership and commitment from the City and a current evaluation of the market for performing arts within Surprise and the West Valley.

Policy Compliant:

This item is compliant with the Tourism Strategic Plan, Council Strategic Plan and city policies.

Financial Impact:

This item will allow for the expenditure of up to \$100,000 from the Tourism Fund to conduct a feasibility study to evaluate an expanded partnership opportunity which could have an impact on tourism for the city of Surprise.

Budget Impact:

This action will allow for the movement of budget authority in the amount of \$100,000 from General Contingency to project N59040 Tourism Feasibility Study in the Tourism Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure limit.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2024-32
-

RESOLUTION # 2024-32

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$100,000 FROM GENERAL CONTINGENCY TO PROJECT N59040 IN THE TOURISM FUND FOR A FEASIBILITY STUDY TO DETERMINE THE VIABILITY OF AN EXTENDED PARTNERSHIP OPPORTUNITY WITH DYSART UNIFIED SCHOOL DISTRICT'S VISTA CENTER FOR THE ARTS.

WHEREAS, the FY2024 City of Surprise Comprehensive Financial Management Policies ("Policy"), were adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, pursuant to the Policy, the City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging, of which one percent (1.00%) is recorded in the General Fund and the remaining three and fifty-two hundredths percent (3.52%) is recorded in the City's Tourism Fund to be used for promoting tourism;

WHEREAS, of the amount recorded in the Tourism Fund, the Mayor and Council designated that seventy-five percent (75%) be spent for sports tourism facility development and improvement, while twenty-five percent (25%) be spent on marketing, studies, and special events;

WHEREAS, Dysart Unified School District has approached the City of Surprise to look at expanding the City's partnership with The Vista's Center for the Arts;

WHEREAS, the City of Surprise would like to utilize up to \$100,000 of the Tourism Fund to conduct a feasibility study to evaluate the viability of an extended partnership between the City and Dysart Unified School District to operate and market The Vista Center of the Arts;

WHEREAS, on December 3, 2019, the Mayor and Council adopted a "Strategic Plan" seeking to attract visitors to the City with new and enhanced event and entertainment opportunities;

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

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 this resolution.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-XXX
Exhibit A

1. Appropriation - The allocation listed below represents a movement of budget authority in the amount of \$100,000 from General Contingency to project N59040 within the Tourism Fund to establish a budget for a feasibility study to determine the viability of an extended partnership opportunity. 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
Contingency	General Operations	Contingency	E	59,065,200	(100,000)	58,965,200
Tourism	Sports and Tourism	#N59040 Tourism Feasibility Study	E	-	100,000	100,000
Expense Total				59,065,200	-	59,065,200



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: March 5, 2024
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 pertaining to approval of an amendment to the Fiscal Year 2024 budget moving budget authority of \$50,000 from General Contingency to project N59050 in the Sports and Tourism Fund, amending the fiscal year 2024 Contract Awarding Authority List by increasing the #24695 Vista Events item to \$100,000, and authorizing an inter-fund cash transfer in the amount of \$50,000 from the General Fund to the Sports and Tourism Fund; Resolution #2024-40.

Motion:

I move to approve Resolution #2024-40.

Background:

The Vista Center for the Arts is owned and operated by the Dysart Unified School District. The Tourism Subcommittee and City Council voted in 2022 to support The Vista's programming through a maximum of \$50,000 of Tourism Fund reimbursements to help attract shows to the Vista and increase attendance and visitation to the City of Surprise. The 2022-2023 season had 18 shows with over 16,000 in attendance and over 1 million impressions through advertising.

The City and the Dysart Unified School District have been in discussions on how to best support the 2024-2025 season. As such the City and Dysart have agreed that the 2024-2025 season will be held and the City will support the operations of the Vista to help with programming events in a Not To Exceed amount of \$50,000 in the Sports and Tourism Fund to support the 2024-2025 season.

Objective Analysis:

The objective of partnering with The Vista and supporting their events through the Sports and Tourism Fund is to enhance the marketing reach to attract more visitors to Surprise, showcase additional arts and cultural events within the City and increase the economic impact within the community.

Policy Compliant:

This item is compliant with city policy.

Financial Impact:

This action will allow for the expenditure of a maximum of \$50,000 from the Sports and Tourism Fund,

which will be paid on a reimbursement basis for tourism activity associated with this program.

Budget Impact:

This action will allow for the movement of budget authority in the amount of \$50,000 from General Contingency to project N59050 in the Sports and Tourism Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure limit.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2024-40 Vista 13
-

RESOLUTION # 2024-40

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$50,000 FROM GENERAL CONTINGENCY TO PROJECT N59050 IN THE SPORTS AND TOURISM FUND, AMENDING THE FISCAL YEAR 2024 CONTRACT AWARDING AUTHORITY LIST BY INCREASING THE #24695 VISTA EVENTS ITEM TO \$100,000, AND AUTHORIZING AN INTER-FUND CASH TRANSFER IN THE AMOUNT OF \$50,000 FROM THE GENERAL FUND TO THE SPORTS AND TOURISM FUND.

WHEREAS, the FY2024 budget was adopted including funding for the Vista Center for the Arts;

WHEREAS, The City seeks to support the Dysart Unified School District Vista 2024-2025 Season of Events;

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, approving inter-fund cash transfers and loans for the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

Section 3. That the statements and schedules attached as *Exhibit C* 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 _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-40
Exhibit A

1. Appropriation - The allocation listed below represents a movement of budget authority in the amount of \$50,000 from General Contingency to project N59050 in the Sports and Tourism Fund to support the programming and marketing efforts of the Vista for the 2024-2025 season. 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
Contingency	General Operations	Contingency	E	59,065,200	(50,000)	59,015,200
Sports and Tourism Fund	Sports and Tourism	#N59050 Vista Events S&T Fund	E	-	50,000	50,000
				59,065,200	-	59,065,200

RESOLUTION # 2024-40
Exhibit B

2. Cash Transfer- This will be an actual cash transfer of \$50,000 from the General Fund to the Sports and Tourism Fund based on the budget amendments in table 1.

Transfer from Fund	Transfer to Fund	Current Budgeted Transfer	Increase/ (Decrease)	Amended Budgeted Transfer
General Fund	Sports and Tourism Fund	4,073,300	50,000	4,123,300

RESOLUTION # 2024-40
Exhibit C

1. Contract Awarding Authority List – Council approved \$50,000 for the purpose of Vista Events included on the Fiscal Year 2024 Contract Awarding Authority List.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
24695	Vista Events	50,000	50,000	100,000