



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, June 18, 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

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

G. Call To The Public

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins. You may also [fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|----------|---|---------------------------------|
| 1. | Internal | Consideration and action to approve the June 4, 2024 Special Meeting Minutes, and Regular City Council Meeting Minutes. | Kristi Passarelli
City Clerk |
|----|----------|---|---------------------------------|

2.	Internal	Consideration and action appointing a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for fiscal year 2025; Resolution # 2024-102.	Andrea Davis Finance
3.	Citywide	Consideration and action pertaining to approval of the Sixth Amendment to the Intergovernmental Agreement (IGA) between the City of Surprise and Regional Public Transit Authority (RPTA) for Fiscal Year 2025 Transit Services; Resolution #2024-96.	Kristen Taylor Transportation
4.	Citywide	Consideration and action pertaining to the approval of an amendment to the Intergovernmental Agreement with Maricopa County, approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$386,100 to provide Community Action Program Services, and amending the Fiscal Year 2025 Contract Awarding Authority List; Resolution #2024-98.	Seth Dyson Human Svcs and Comm Vitality
5.	Citywide	Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County, approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$150,000 to facilitate temporary shelter and housing services, and amending the Fiscal Year 2025 Contract Awarding Authority List; Resolution #2024-97.	Seth Dyson Human Svcs and Comm Vitality
6.	Citywide	Consideration and action pertaining to acceptance of a grant in the amount of \$309,560 from the Water Infrastructure Finance Authority of Arizona; approval of a fiscal year 2024 budget amendment moving budget in the amount of \$387,000 to support a water distribution optimization program; and amending the Fiscal Year 2024 Contract Awarding Authority List; Resolution #2024-82.	Michael Boule Water Resource Management
7.	Citywide	Consideration and action pertaining to the approval of the Intergovernmental Agreement (IGA) between the Arizona Department of Public Safety (DPS) and the City of Surprise Police Department to provide one AZ POST certified sworn law enforcement officer ("Officer") to the Gang & Immigration Intelligence Team Enforcement Mission ("GIITEM") State Gang Task Force on a full-time basis for such assignments, as directed by DPS; Resolution #2024-78.	Benny Pina Police
8.	Citywide	Consideration and action pertaining to authorizing the acceptance of a grant award from the Arizona Department of Administration and approving a Fiscal Year 2024 budget amendment moving budget in the amount of \$396,300 for expenses related to the City's emergency telecommunication system; Resolution #2024-103.	Benny Pina Police
9.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada, Unit Q – Phase 3 – SF South" and dated March 19, 2024, a property located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS24-0089.	Tanner Wessel Community Development
10.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "Amended Final Plat of Cactus &	Tanner Wessel

		Perryville Park” and dated April 25, 2024, a property located at the northeast corner of Cactus Road and Perryville Road; Case FS24-0597.	Community Development
11.	District 1	Consideration and action pertaining to acceptance of a Special Warranty Deed for dedication of Right of Way from Campania, LLC along 163 rd Avenue between Grand Avenue and Pat Tillman Boulevard.	Lloyd Abrams Community Development
12.	District 1	Consideration and action pertaining to acceptance of two Special Warranty Deeds for dedication of rights-of-way from Valparaiso, LLC along 163 rd Avenue between Grand Avenue and Pat Tillman Boulevard.	Lloyd Abrams Community Development
13.	District 1	Consideration and action pertaining to acceptance of two Drainage Easements from Valparaiso, LLC along 163 rd Avenue between Grand Avenue and Pat Tillman Boulevard.	Lloyd Abrams Community Development
14.	District 3	Consideration and action pertaining to acceptance of a Drainage Easement from Circle K Stores, Inc. along Cactus Road at Sarival Road.	Lloyd Abrams Community Development
15.	District 3	Consideration and action pertaining to acceptance of a Special Warranty Deed for dedication of right-of-way from Daniela Holbura, at Perryville and Cactus Roads.	Lloyd Abrams Community Development
16.	District 3	Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of rights-of-way from Circle K Stores, Inc., on Cactus Road and Sarival Avenue.	Lloyd Abrams Community Development
17.	District 3	Consideration and action pertaining to a Quit Claim Deed for dedication of rights-of-way from Suburban Land Reserve, Inc., on Cactus Road between Sarival Avenue and Reems Road.	Lloyd Abrams Community Development
18.	District 3	Consideration and action pertaining to acceptance of a Drainage Easement from Barclay Holdings CXIX, LLC., along Cactus Road between Loop 303 and Sarival Avenue.	Lloyd Abrams Community Development
19.	District 3	Consideration and action pertaining to acceptance of a Drainage Easement from Smith’s Food & Drug Centers, Inc., along Cactus Road between Loop 303 and Sarival Avenue.	Lloyd Abrams Community Development
20.	District 3	Consideration and action pertaining to acceptance of a Temporary Drainage Easement from Suburban Land Reserve, Inc. along Cactus Road between Sarival Avenue and Reems Road.	Lloyd Abrams Community Development
21.	Citywide	Consideration and action pertaining to approval of the Multi-district Litigation opioid settlement with Kroger Co. and authorizing the City Attorney to execute any and all documents necessary to effectuate approval and participation in the settlements.	Robert Wingo Legal

REGULAR AGENDA ITEM - PUBLIC HEARING:

22.	District 6	Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 294740, requested by Mitchell Joseph Fox, for Fox Cigar Bar	Kristi Passarelli City Clerk
-----	------------	--	------------------------------

Surprise LLC for Series 6 Liquor License. Fox Cigar Bar Surprise LLC is located at 13601 N Litchfield Rd, Surprise, AZ 85379.

- | | | | |
|-----|------------|--|--|
| 23. | District 4 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 296154, requested by Andrea Dahlman Lewkowitz, for 7-Eleven #42300 for Series 10 Liquor License. 7-Eleven #42300 is located at 13130 W Bell Road, Surprise, AZ 85378. | Kristi Passarelli
City Clerk |
| 24. | Citywide | Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to revise sign standards and procedures within Chapters 106 & 109 to provide clarification, remove conflicts, and revise standards for better implementation; Ordinance #2024-18. | Tanner Wessel
Community Development |
| 25. | District 1 | Consideration and action pertaining to a Zone Change from Residential Low Density (R-1) to Community Commercial (C-2) for property generally located east of 163rd Avenue between Planada Lane and Grand Avenue; Ordinance #2024-20. | Chris Sexton
Community Development |
| 26. | District 1 | Consideration and action pertaining to the annexation of approximately 4.97 acres of county land, generally located east of 163 rd Avenue and south of Planada Lane; Ordinance #2024-04. | Chris Sexton
Community Development |
| 27. | District 1 | Consideration and action pertaining to a Zone Change from Rural Residential (RR) to Residential High Density (R-3) for property generally located east of 163rd Avenue and south of Planada Lane; Ordinance #2024-19. | Chris Sexton
Community Development |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|------------|--|-------------------------------|
| 28. | District 3 | Consideration and action authorizing the acquisition of fee title, or a lesser interest, in real property generally located along Cactus Road, from Beardsley Canal to 175 th Avenue, Surprise, Arizona, by dedication, donation, purchase, exchange, or eminent domain; Resolution #2024-107. | Eric Boyles
Transportation |
| 29. | District 1 | Consideration and action authorizing the acquisition of fee title, or a lesser interest, in real property generally located along 163 rd Avenue from Pat Tillman Boulevard to Jomax Road, Surprise, Arizona, by dedication, donation, purchase, exchange, or eminent domain; Resolution # 2024-106. | Eric Boyles
Transportation |
| 30. | District 3 | Consideration and action authorizing the acquisition of fee title, or a lesser interest, in real property generally located along Waddell Road, from 175 th Avenue to Cotton Lane and along Cotton Lane from Acoma Drive to Cactus Road, Surprise, Arizona, by dedication, donation, purchase, exchange, or eminent domain. Resolution #2024-109. | Eric Boyles
Transportation |
| 31. | District 1 | Consideration and action authorizing the acquisition of fee title, or a lesser interest, in real property generally located along Happy Valley Road, from 163 rd Avenue to | Eric Boyles
Transportation |

El Granada Boulevard, Surprise, Arizona, by dedication, donation, purchase, exchange, or eminent domain; Resolution #2024-108.

- | | | | |
|-----|----------|--|---|
| 32. | Internal | Consideration and action pertaining to approval of an amendment to the 2018 International Fire Code, as adopted by the City of Surprise, by repealing certain local amendments to Sections 907.2 and 907.2.17.1; Ordinance #2024-21 | Brenden Espie
Fire - Medical |
| 33. | Citywide | Consideration and action pertaining to the Fiscal Year 2025 grant award for the Surprise Community Outreach Program. | Jodi Tas
Human Svcs and
Comm Vitality |
| 34. | Citywide | Consideration and action adopting a secondary property tax for each Street Light Improvement District (SLID) within the City of Surprise during the Fiscal Year 2025; Resolution #2024-105. | Andrea Davis
Finance |
| 35. | Citywide | Consideration and action levying a primary property tax at a rate of \$0.5693 per one hundred dollars (\$100) of assessed valuation and secondary property tax at the rate of \$0.3880 per one hundred dollars (\$100) of assessed valuation for Fiscal Year 2025 within the City of Surprise; Resolution #2024-104. | Andrea Davis
Finance |
| 36. | Internal | Discussion and action to waive attorney-client privilege and make public the results of the outside legal counsel investigation into Councilmember Aly Cline. | |
| 37. | Internal | Presentation and discussion on the investigation of Councilmember Aly Cline by outside counsel. | |
| 38. | Internal | Discussion and action to discipline Councilmember Aly Cline for violating Arizona State Law, Surprise City Code, and the Surprise City Council Policies and Procedures. | |

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

- | | | | |
|-----|----------|--|-----------------------|
| 39. | Citywide | Consideration and action to recess into executive session for the purpose of discussion and evaluation of certain allegations and potential action against a public officer pursuant to A.R.S. 38-431.03(A)(1) and/or to receive from, and discuss legal advice with, the City's attorney pertaining to related election matters pursuant to A.R.S. 38-431.03(A)(3). | Robert Wingo
Legal |
|-----|----------|--|-----------------------|

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, June 13th, 2024 @ 11:15 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: June 18, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

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: June 18, 2024
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

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

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: June 18, 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
--------------	-------------	--------------------	-----------------------

Agenda Wording:

Consideration and action to approve the June 4, 2024 Special Meeting Minutes, and Regular City Council Meeting Minutes.

Motion:

I move to approve the May 7, 2024 Regular City Council Meeting, and Work Session Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 060424 Regular Meeting Minutes
 2. 060424 Special Meeting Minutes
-



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

Tuesday, June 4, 2024 @ 6:15 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Meeting of June 4, 2024 to order at 6:54 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Mayor Hall led a moment of silence.

B. Roll Call

In attendance with Mayor Hall were Vice Mayor Nick Haney, Council members Chris Judd, Alyson Cline, Patrick Duffy, Ken Remley and Jack Hastings.

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

2. Monsoon Awareness Week Mayoral Proclamation

Mayor Hall proclaimed that it was Monsoon Awareness Week. He presented the proclamation to Emergency Manager Kimberly Campbell.

E. City Manager Report

3. City Manager sub-text

4. Reports

F. City Clerk Report

5. Reports

G. Call To The Public

Quintus Schulzke, a Surprise Resident, came to talk about his website, and his concerns about the City and its' transparency. He talked about the City Budget.

Rebekah Massie, a Surprise Resident, came to talk about her concerns about Councilmember Cline.

Bonnie Clark, s Surprise Resident, came to talk about inflation and the impact it has within the City and the proposed tax increase as well as the budget.

Alex Christ, a Surprise Resident, came to talk about the financial loss to the City and the housing within the City. He also talked about the Monsoons.

Petri Ahonen, Surprise Resident, came to talk about the storm and ground water recharge fees.

H. Regular City Council Meeting Agenda

6. CONSENT AGENDA:

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Patrick Duffy

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

Vote Result: Passed

1. Consideration and action to approve the May 21, 2024 Work Session Minutes, and Regular City Council Meeting Minutes.
2. Consideration and action pertaining to approval of amendments to the Comprehensive Citywide Fee Schedule by increasing, removing, or newly adopting certain fees; Resolution #2024-45.
3. Consideration and action pertaining to approval of Amendment No. 4 to the Intergovernmental Agreement with Maricopa County for Home Program Funds; Resolution #2024-80.
4. Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$10,000 for the Utility Assistance Program and approving an amendment to the Independent Contractor Agreement with Arizona Community Action Association; Resolution 2024-79.
5. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado West San Ysidro Road, generally located at the southeast corner of West Happy Valley Road and North 147th Avenue; Resolution # 2024-81.
6. Consideration and action pertaining to approval of the Final Plat entitled, “Brake Masters” and dated March 29, 2024, a property located at the northeast corner of Cotton Lane and Waddell Road. Case FS24-0095.
7. Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) with the City of Glendale for special event fire and medical staffing; Resolution #2024-83
8. Consideration and action pertaining to approval of an amendment to an Intergovernmental Agreement (IGA) with the City of El Mirage for fire records management software sharing; Resolution #2024-68.
9. Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$15,900 to account for acceptance of a grant award from the Office of Justice Programs (OJP) Edward Byrne Memorial Justice Assistance Grant Program; Resolution #2024-91.
7. REGULAR AGENDA ITEM - PUBLIC HEARING:
10. Consideration and action pertaining to adoption of amendments to the City of Surprise Municipal Tax Code relating to certain Transaction Privilege Tax rates; Ordinance # 2024-09.

City Manager Bob Wigenroth; and Chief Financial Officer, Andrea Davis, came to present this item. He talked about the choices that staff had to present to Council about the Budget. Andrea gave an overview of the Budget Challenges.

Mayor Hall asked when Andrea was notified about the shortfall? Andrea said it was March 29th.

Andrea further talked about the history of the meetings, Budget & Tax Reform Discussion Timeline, the Previous Budget Presentation, and Proposed Budget Reductions.

Mayor Hall asked about the Aquatic Center and what would happen if there were reductions. Andrea confirmed it would be mothballed. Mayor Hall talked about the impact on the quality of life that would have on the City. Mayor Hall then asked about Personnel within the City and the need to fire people with a reduction. Andrea talked about their service level being impacted. Mayor Hall talked about the importance of Parks and Recreation for the City. Andrea talked about Swim Lessons and Public Safety. Mayor talked about the City events.

Andrea continue to talk about Population Growth & Maintaining Service Levels, Impact of Growth - Revenues & Expenses, Tax Reform, Proposed Sales Tax Rates - City Comparison, Primary Property Tax, Local Sales Tax Per Capita, Primary & Secondary Taxes, FTE per 1K Capita, Final Budget - Fund Types, General Fund Budget by Source, General Fund by Function, Capital Additions by Function.

Councilmember Cline, talked about Public Safety and Infrastructure. She then talked about IT and how it supports Public Safety and Transportation. She talked about maintaining the same level of service to residents.

Andrea talked about Tax Reform: Revenue Replacement.

Councilmember Judd, talked about taxes and the need for Public Safety and other City Services to maintain the quality of life. He talked about the different taxes within the City. Mayor Hall talked about the effort of the Council and staff on this budget.

Councilmember Duffy, talked about the need for Public Safety. He talked about not wanting to cut anything from Parks & Recreation, and the impact that has on the City's kids. He talked about the City's quality of life and the events for the City.

Vice-Mayor Haney, talked about his position on this item. He talked about his dislike of food taxes; and the need for Public Safety, and Transportation. He voiced his support for Parks & Recreation, and the importance of swim lessons. He talked about the need for services and how this tax will spread the burden.

Councilmember Remley, talked about serving on Council. He talked about planning for the future. He talked about the taxes coming in from the State, and the division of revenues and expenses.

Quintus Schulzke, a Surprise Resident, came to talk about using contingency for funding the budget.

Rebekah Massie, a Surprise Resident, came to voice her concerns. She proposed cuts to the budget.

Tina Huntsman, a Surprise Resident, came to voice her concerns about raising taxes. She proposed cutting staff and other services.

Alex Christ, a Surprise Resident, came to ask about the surplus in the budget? Andrea said no. He then talked about the taxes increasing and the percentage increases and the items involved.

Motion: To Approve
Initiated By: Chris Judd
Seconded By: Ken Remley

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

Vote Result: Passed

11. Presentation, discussion, and public hearing on the annexation proposal known as Case FS23-0991, 162nd Drive Self Storage, in accordance with Arizona Revised Statute 9-471(A)(3).

Planner, Chris Sexton, came to present this item. She talked about the Vicinity Map, Existing Boundaries, Post Annexation Zoning, Annexation Steps, and Concurrent Cases.

12. Consideration and action regarding a Comprehensive Sign Program (CSP) for the Litchfield Place commercial development, generally located north of the northwest corner of Litchfield Road and Waddell Road; Case # FS23-0853.

Planner, Leslie Carnie, came to present this item. She talked about the Vicinity Map, Existing Zoning, Tenant Requirements, Site Plan, Major Monument Sign, Project Materials, Outreach, and Staff Recommendation.

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

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

Vote Result: Passed

8. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

13. Consideration and action pertaining to acceptance of the Turnover Agreement of all Developer Phase Land and Phase 1A SPA 2 PERC Water Reclamation Facility in accordance with the Asante Development Agreement; Resolution #2024-29.

Water Resource Director, Michael Boule, came to present this item. He talked about the Plant Background, SPA 2 PERC Plant Background, Turnover Agreement Terms, and Financial Impact & Operation Strategy.

Mayor Hall asked about waste water impact fees and how does Asante get paid back? Michael said they built the plant instead of paying those fees.

Councilmember Judd, asked if the operations would switch over? Michael said they would go to the other facility, but the flow would still go to the other plant. He asked how long it would take to reach the 80% threshold. Michael said it would likely be 2030. Mayor Hall asked if the rates would absorb the costs? Michael said they would.

Councilmember Remley asked about the capacity of the Spa 2? Michael said it was about 1700 homes currently but potential of 5700 homes. He then asked as new homes are built if there is a buy in agreement? Michael said that because they developer spent the money they don't pay the impact fee. Councilmember Remley asked about when the plant would need to be expanded again? Michael said future expansion would be funded by the folks needing the capacity and not

the City. The Mayor and Councilmember Remley gave their praise to Michael.

Motion: To Approve

Initiated By: Chris Judd

Seconded By: Nick Haney

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

No: None

Abstain: None

Vote Result: Passed

I. Other Business and Future Agenda Items

Councilmember Duffy, asked about looking at the Dysart lot and what the City could do with it? Vice-Mayor Haney seconded.

Councilmember Remley wanted an update on the We Ride Program. Councilmember Cline Seconded.

J. City Council Reports

Councilmember Cline had nothing.

Councilmember Duffy had nothing.

Vice-Mayor Haney had nothing.

Councilmember Judd had nothing.

Councilmember Hastings had nothing.

Councilmember Remeley, has his meeting on the 4th Wednesday.

Mayor Hall, talked about former Mayor Lyn Truitt passing away.

K. Executive Session

9. Executive Session Items

10. Executive Disclaimer - Part 1

11. Executive Disclaimer - Part 2

12. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn

Initiated By: Patrick Duffy

Seconded By: Jack Hastings

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

No: None

Abstain: None

Vote Result: Passed
Meeting Adjourned at 8:41

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, June 4, 2024.**

Kristi Passarelli, City Clerk



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

Tuesday, June 4, 2024 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Special Council Meeting of June 4, 2024 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call

In attendance with Mayor Hall were Vice Mayor Nick Haney, Council members Chris Judd, Alyson Cline, Patrick Duffy, Ken Remley and Jack Hastings.

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

G. Call To The Public

Quintus Schulzke, a Surprise Resident, came to talk about the timing of the items being reviewed for approval.

Alex Christ, A Surprise resident, came to talk about the state of the country.

H. Special City Council Meeting Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

3. REGULAR AGENDA ITEM - PUBLIC HEARING:

1. Consideration and action pertaining to the City's intent to levy primary property tax in the amount of \$0.5693 per one hundred dollars (\$100.00) of assessed valuation and secondary property tax in the amount of \$0.3880 per one hundred dollars (\$100.00) of assessed valuation and setting the property tax adoption for June 18, 2024; Resolution #2024-93.

Chief Financial Officer Andrea Davis, came to present this item.

Motion: To Approve

Initiated By: Aly Cline

Seconded By: Ken Remley

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

No: None

Abstain: None

Vote Result: Passed

2. Consideration and action pertaining to the City's intent to adopt Street Light Improvement District (SLID) property tax levies and setting the property tax adoption for June 18, 2024, pursuant to Arizona Revised Statute 48-616; Resolution #2024-95.

Quintus Schulzke, a Surprise Resident, came to voice his concerns over the proposed budget and expressed his desire to improve the proposal.

Rebekah Massie, a Surprise Resident, came to voice her concern over this item.

Andrea Davis, returned to talk about the Final Budget Adoption, the FY2025 Budget Meetings, Process ARS Compliance, Impact of Growth - Revenues & Expenses, Final Budget - Fund Types, General Fund Budget by Function, the FY2025 Final Budget, Budget Adjustments, Budget Summary.

Councilmember Hastings, asked what the General Fund was the past fiscal year? Jennifer said it was 18.6% less.

Councilmember Cline, talked about the population increase, and the impact on the costs. She talked about Public Safety, and infrastructure, as well as the Bond. She talked about inflation having an impact on the budget. She talked about the history of the budget and the decisions the council had to make.

Councilmember Remley, talked about the budget and how the staff worked on it. He talked about budget forecasts and estimates. He talked about the options the council faced when approaching the budget.

Councilmember Hastings, talked about the current budget and the contrast of budgets and the increase of the budget. He asked how long we knew about the loss of the incoming taxes? And why the City would increase when it knew it would be getting less money. Andrea talked about the budget being made after finding out about the losses. She also talked about maintaining the service level.

Motion: To Approve

Initiated By: Jack Hastings

Seconded By: Aly Cline

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

No: None

Abstain: None

Vote Result: Passed

3. Consideration and action pertaining to the adoption of the City of Surprise final budget for Fiscal Year 2025; Resolution #2024-94.

Andrea Davis, presented this item. She talked about the intent to levy primary and property tax. She went over the Final Budget, Public Notices & Publications, and the FY2025 Budget Challenges - State Shared Revenue Losses.

Quintus Schulzke, a Surprise resident came to talk about this item, and voiced his concerns.

Rebekah Massie, a Surprise resident came to talk about this item and voice her concerns.

Councilmember Remley, talked about previous problems in his district with street lights. He asked about Marcus Street and the lights there. And wanted to make sure the budget would address those issues.

Motion: To Approve

Initiated By: Jack Hastings

Seconded By: Patrick Duffy

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

No: None

Abstain: None

Vote Result: Passed

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

1. Executive Disclaimer - Part 1

L. Adjournment

Motion: To Adjourn

Initiated By: None

Seconded By: None

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

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 6:48 p.m.

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, June 4, 2024.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Internal

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action appointing a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for fiscal year 2025; Resolution # 2024-102.

Motion:

I move to approve Resolution # 2024-102.

Background:

A.R.S. §41-1279.07(E) requires each county, city, town and community college district to annually provide to the Arizona Auditor General the name of the Chief Fiscal Officer of the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. The Arizona Auditor General has a requirement to include an approved resolution when submitting the name of the Chief Fiscal Officer.

Objective Analysis:

The naming of the Chief Fiscal Officer by resolution permits the City to submit the AELR report as required by the Arizona Auditor General.

Policy Compliant:

The requested approval is consistent with the financial policies to ensure timely submission of the AELR report to the Arizona Auditor General.

Financial Impact:

There is no financial impact related to this item.

Budget Impact:

There is no budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. Res 2024-102
-

RESOLUTION # 2024-102

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA, DESIGNATING THE CHIEF FISCAL
OFFICER FOR THE CITY FOR THE PURPOSE OF OFFICIALLY
SUBMITTING THE FISCAL YEAR 2025 ANNUAL EXPENDITURE
LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL**

WHEREAS, A.R.S. § 41-1279.07(E) requires the governing body of each political subdivision to provide to the Arizona Auditor General by July 31, each year, the name of the chief fiscal officer designated by the governing body to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body;

WHEREAS, the Mayor and Council of the City of Surprise, Arizona ("Surprise"), hereby designates Andrea Davis, as Surprise's Chief Fiscal Officer, to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body;

WHEREAS, the Mayor and Council of Surprise shall notify the Arizona Auditor General of any changes of individuals designated to file the required reports; and

WHEREAS, the designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report ("AELR").

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

Section 1. Pursuant to A.R.S. § 41-1279.07(E), Andrea Davis, is hereby designated as Surprise's Chief Fiscal Officer for the purpose of officially submitting the fiscal year 2025 AELR to the Arizona Auditor General on behalf of Surprise's governing body.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Kristen Taylor, Senior
Management Analyst

Submitting Department: Transportation

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Sixth Amendment to the Intergovernmental Agreement (IGA) between the City of Surprise and Regional Public Transit Authority (RPTA) for Fiscal Year 2025 Transit Services; Resolution #2024-96.

Motion:

I move to approve Resolution #2024-96.

Background:

The City contracts with the Valley Metro Regional Public Transportation Authority for all of its transit services. This IGA reflects transit services that are planned as part of the FY2025 budget process, and each agency's duties and responsibilities.

The services include the 571 Express Route, Regional Paratransit services for ADA certified residents, and demand transit services through the RideChoice program.

Objective Analysis:

This action will continue our partnership with RPTA for express bus service, Regional Paratransit, and RideChoice services to residents of Surprise. The amended and restated agreement with RPTA outlines the City's costs for operating transportation services. Below is a breakdown of costs associated with service.

Express Route 571 -

Travels from the City's Park and Ride to downtown Phoenix, and currently provides three trips into Phoenix and three return trips to the Park and Ride. FY2025 costs for Route 571 are \$1,014,462.

Federal Transit Administration (FTA) funds and fares are applied, leaving a balance of \$948,412. For the first time, and continuing from here on out, the remaining amount is being absorbed by Proposition 400, also known as the Public Transportation Fund.

Regional Paratransit Service –

Valley Metro operates Surprise Paratransit service as well as the Regional Dial-a-Ride service to ensure

that ADA certified residents are able to make trips in a safe, comfortable manner by providing a door-to-door service for eligible residents. Valley Metro estimates making 3,500 Regional Paratransit trips during FY2025 at a cost of \$314,830. Fares and Proposition 400 funds are anticipated in the amount of \$75,092, leaving Surprise's share at \$239,738.

RideChoice –

RideChoice allows ADA certified riders, seniors, veterans, and low income residents a non-shared ride option which will take them to most areas of Surprise. Valley Metro anticipates making 42,471 trips during FY2025 at a cost of \$1,758,945. Fares and FTA funds are anticipated in the amount of \$203,971, leaving Surprise's share at \$1,554,974.

Policy Compliant:

This action item is policy compliant as it relates to the City's, Mayor and Council strategic plan.

Financial Impact:

This IGA is an ongoing annual contract for transit services. For FY2025, the total estimated amount the City will be obligated to pay for services provided under the contract is \$1,794,712.

Budget Impact:

The FY2025 approved annual budget includes \$1,826,700 and \$400,000 for professional services in the transit services program within the General Fund and Arizona Lottery Fund (ALF), respectively. Funding within the ALF is dependent upon the total amount of local grant funds received from Arizona Lottery proceeds; for FY2025 this amount is estimated to be \$364,134.

FTE Impact:

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

ATTACHMENTS:

1. 24.05.29_Res 2024-96 - IGA Amendment RPTA
 2. SURPRISE TSA FY 2024-25_rev 5.21.24 (2)
-

RESOLUTION # 2024-96

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE VALLEY METRO REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES.

WHEREAS, pursuant to Arizona Revised Statute §11-952, *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 Valley Metro Regional Public Transportation Authority ("RPTA") has established a network of regional public transportation services within Maricopa County;

WHEREAS, the City and the RPTA together with other Maricopa County cities have provided a regional public transportation system;

WHEREAS, the City and the RPTA have entered into an intergovernmental agreement adopted under Resolution #2018-110 for transit services ("Master Intergovernmental Agreement");

WHEREAS, the parties may amend the Master Intergovernmental Agreement on an annual basis to accommodate changes in service levels, costs, and revenues, pursuant to Section 3 of the Master Intergovernmental Agreement; and

WHEREAS, the parties now wish to approve the amended terms of the Master Intergovernmental Agreement entered into by the City and the RPTA.

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

Section 1. The Sixth Amendment to the Master Intergovernmental Agreement between the City and the RPTA, attached as Exhibit A, is approved.

Section 2. The Mayor is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said Sixth Amendment to the Master Intergovernmental Agreement.

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

SIXTH AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE
AND
VALLEY METRO REGIONAL PUBLIC TRANSPORTATION AUTHORITY

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF SURPRISE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # CONTRACT # 166-75-2025-06-00

This Amendment dated July 1, 2024, amends the following items of the Transit Services Agreement Contract #166-75-2024 entered into between the City of Surprise (“City”) and the Regional Public Transportation Authority (“RPTA”) dated the 1st day of July 2018, as amended July 1, 2019, July 1, 2020, July 1, 2021, July 1, 2022, and July 1, 2023 (“collectively, the Agreement”).

The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2023.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2023.

The attached Schedule B replaces and supersedes Schedule B entered into July 1, 2023.

The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2023.

The attached Schedule D replaces and supersedes Schedule D entered into July 1, 2023.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2023.

All other terms of the Parties Transit Services Agreement dated July 1, 2018, as amended remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____

Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Michael Wawro, Chief Legal Officer

CITY OF SURPRISE

By: _____

Skip Hall, Mayor

By: _____

Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

By: _____

Robert Wingo, City Attorney

SCHEDULE "A" - REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **\$948,412.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Surprise. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY25 Fixed Route Bus Estimate

RPTA Operated in the City of Surprise

Funding		PTF					
Level	Route	HASTUS	Annual Miles	Gross Cost	Fares	PM	Net Cost
W	571	Phoe	32,527	\$ 722,738	\$ (11,431)	\$ (35,625)	\$ 675,682
W	571	Surp	5,616	\$ 124,787	\$ (1,974)	\$ (6,151)	\$ 116,662
W	571	B Mirage	7,513	\$ 166,937	\$ (2,640)	\$ (8,229)	\$ 156,068
Grand Total			45,656	\$ 1,014,462	\$ (16,046)	\$ (50,005)	\$ 948,412

SCHEDULE “B” – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period from July 1, 2024 through June 30, 2025, the Regional Public Transportation Authority estimates the City of Surprise will pay RPTA a total of **\$0** for the provision of fixed route bus services. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budgeted amount for service. The final invoice will be due and payable within thirty (30) calendar days of the receipt of that invoice from RPTA.

FY25 Fixed Route Bus Estimate

RPTA Operated in the City of Surprise

Surprise Funded

None

SCHEDULE “C” – PARATRANSIT SERVICE, FINANCIAL INFORMATION AND SERVICES COST ESTIMATE

For the period from July 1, 2024 through June 30, 2025, the City of Surprise will pay the Regional Public Transportation Authority a total of **\$239,738.00** for the provision of paratransit services. This payment will be broken into monthly installments of **\$19,978.17**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY25 Paratransit Service Funded by City of Surprise

	<u>Paratransit</u>
Trips:	
Paratransit Trips	3,500
<u>Total Trips</u>	<u>3,500</u>
Cost:	
Contractor Transportation Cost	\$260,330
RPTA Salaries, Fringes & OHD	\$54,500
<u>Total Gross Program Cost</u>	<u>\$314,830</u>
 Total Fare Revenue	 (\$13,230)
<u>Total Net Program Cost Before PTF</u>	<u>\$301,600</u>
 PTF Balance Available	 \$61,862
PTF Applied	\$61,862
Member City Contributions:	
Paratransit Service	\$239,738
<u>Total Member City Contribution</u>	<u>\$239,738</u>

SCHEDULE “D” – RIDE CHOICE PROGRAM SERVICES COST ESTIMATE

For the period from July 1, 2024 through June 30, 2025, the City of Surprise will pay the Regional Public Transportation Authority a total of **\$1,554,974.00** for the provision of ridechoice services. This payment will be broken into monthly installments of **\$129,581.17**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY25 RideChoice Service Funded by City of Surprise

	<u>RideChoice</u>
Trips:	
Ride Choice ADA Trips	25,117
Ride Choice non-ADA Trips	17,354
<u>Total Trips</u>	<u>42,471</u>
Cost:	
Contractor Transportation Cost	\$1,630,462
RPTA Salaries, Fringes & OHD	\$128,483
<u>Total Gross Program Cost</u>	<u>\$1,758,945</u>
Total Fare Revenue	(\$136,757)
Federal Funding	(\$67,214)
<u>Total Net Program Cost</u>	<u>\$1,554,974</u>
PTF Balance Available	\$0
PTF Applied	\$0
Member City Contributions:	
RideChoice Costs	\$1,554,974
<u>Total Member City Contribution</u>	<u>\$1,554,974</u>

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ADA)
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2024 to June 30, 2025 the maximum amount of Public Transportation Funds (PTF) available for the City of Surprise is **\$61,862.00**. The PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses, and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$61,862.00**



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the approval of an amendment to the Intergovernmental Agreement with Maricopa County, approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$386,100 to provide Community Action Program Services, and amending the Fiscal Year 2025 Contract Awarding Authority List; Resolution #2024-98.

Motion:

I move to approve Resolution #2024-98.

Background:

Maricopa County and the City of Surprise initially entered into an IGA in 2016 to provide Community Action Program (CAP) services from the Surprise Resource Center. The parties entered into a new financial Intergovernmental Agreement on or about August 10, 2022, for the term of July 1, 2022, through June 30, 2023. The parties have since executed Amendments No. 1 and No. 2 and continued participation in the IGA to provide CAP services from the Surprise Resource Center through June 30, 2024.

The parties now wish to extend the agreement by executing Amendment No. 3 to provide funding for the period July 1, 2024, through June 30, 2025, in the amount of \$386,100.

Objective Analysis:

Approval of this item authorizes the City to accept funds to facilitate CAP services, including crisis case management and financial assistance services in the Community Service Area.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

This one-time funding allows for reimbursable salaries and employee-related expenses in the amount of \$386,100 from July 1, 2024, through June 30, 2025. All expenditures will be reimbursed on a monthly basis. A minimum required match of 25% annually is already budgeted within the existing Human

Service & Community Vitality operating budget.

Budget Impact:

This action will require a movement of budget authority in the amount of \$386,100 from General Contingency to project G51595 to cover the projected expenditures of the program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

The Community Action Program is staffed by grant-funded temporary personnel. Although a reduction in grant funding for this program was anticipated, grant-funded temporary personnel are not included in the overall FTE count. Therefore, this item does not have an FTE impact.

ATTACHMENTS:

1. City of Surprise CAP Amendment 3
 2. Resolution 2024-98 FY25 CAP IGA Amendment No. 3
-

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

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), on or about August 10, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Surprise. The County and the Contractor collectively are referred to as the "Parties."

The Parties entered into Amendment No. 1 on or about March 28, 2023. Section 4 (Budget and Compensation), Paragraph 1.2 (Funding), Subparagraph 1.2.3 was replaced in its entirety to address funded positions. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was increased to a total of \$536,250 for Fiscal Year 2023.

The Parties entered into Amendment No. 2 on or about June 28, 2023. The Amendment extended the Agreement through June 30, 2024. Section 3 (Work Statement) was replaced in its entirety. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed amount of \$482,625 for Fiscal Year 2024.

- II. The Parties agree to enter into this Amendment No. 3 to amend the Agreement as follows:
- A. Extend the Agreement term from July 1, 2024, through June 30, 2025.
- B. Revise the Maricopa County Representative name and contact information and replace it with the following:

Maricopa County Representative:
Human Services Department
Community Resilience Division
TJ Reed, Assistant Director
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-506-4841
tj.reed@maricopa.gov

- C. Revise Section 1 (General Provisions) to add the following Paragraphs to the Agreement:

57.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

- 57.1 The Contractor warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:
- 57.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China
- 57.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China
- 57.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 57.2 If the Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with this paragraph, the Contractor shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Contractor to provide a written certification that the Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the County of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

- D. Revise Section 3 (Work Statement), by removing in its entirety and replacing with the following:

1.0 PROGRAM GOALS

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Community Resilience Division (MCHSD/CRD) administers the Community Action Program activities, the primary purpose of the CRD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-supportive.

Through partnerships with local municipalities or private, non-profit organizations, community action programs and services are provided to residents in the local area.

2.0 SCOPE OF WORK

Community Action Program Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed.

Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 MCHSD Crisis Financial Assistance Services

Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, temporary emergency shelter, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1 Clients seeking assistance will apply via HSD Dynamics client portal and will be placed in a queue based on an assigned priority level.

2.1.2 Eligibility criteria for financial assistance funds is defined in the MCHSD/CRD Policy & Procedure Program Manual.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through the HSD Dynamics.

2.1.4 MCHSD/CRD will make payment directly to vendors upon authorization by County.

2.1.5 Available Financial Assistance Services shall include the following:

2.1.5.1 Utility Assistance

2.1.5.1.1 Utility payments and deposits for heating and cooling;

2.1.5.1.2 Rental assistance where utility payment is included in rent.

2.1.5.2 Rental Assistance

2.1.5.2.1 Rental assistance to prevent eviction; and

2.1.5.2.2 Move in assistance to include rental deposits and first month rent.

2.2 Navigation Services

Navigation services are offered to clients following the completion of the HSD Dynamics application. This is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both contractor's internal program (non-County funded) along with external program services.

2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) Services:

2.2.1.1 Contractor shall provide application assistance which may include the following:

2.2.1.1.1 Answering questions about program eligibility and the application process.

2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client.

2.2.1.1.3 Scanning and uploading required documents, if needed.

- 2.2.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.
 - 2.2.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com)
 - 2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to Crisis Assistance Applicants.
 - 2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.
- 2.2.2 Navigation to Maricopa Human Services (MCHSD) Programs
- 2.2.2.1 Contractor shall navigate to the Community Resilience Division (CRD) Empowerment Pathway Program.
 - 2.2.2.2 CRD Client Service Specialist shall assess the needs of the household and connect the Client to the following MCHSD divisional (neighborhood) program services:
 - 2.2.2.2.1 Early Education Division (EED) nutritionist, childcare, and early education services
 - 2.2.2.2.2 Senior Adult Services Division (SASD) case management services
 - 2.2.2.2.3 Workforce Development Division (WDD) employment and occupational skills training related services
 - 2.2.2.2.4 CRD Homeless Services
 - 2.2.2.2.5 Housing and Community Development Division (HCD) emergency home repair services
 - 2.2.2.3 Navigation to Internal Program Services
 - 2.2.2.3.1 Contractor shall identify a minimum of two (2) internal program based on the most recent MCHSD Community Needs Assessment. Contractor will submit a logic model (Exhibit 1) by July 31, 2024, to be approved by MCHSD. The logic model shall provide the following information for each program service:
 - 2.2.2.3.1.1 Community need
 - 2.2.2.3.1.2 Anticipated program outcome(s)
 - 2.2.2.3.1.3 Description of program service

2.2.2.3.1.4 Projected number of individuals/ households to be served

2.2.2.3.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s);

2.2.2.3.1.6 Data collection methodology

2.2.2.4 Contractor shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Contractor's logic model.

2.2.2.4.1 Follow up services shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

2.3 Information and Referrals

2.3.1 Contractor shall provide information and referrals to include but not limited to the following:

2.3.1.1 SOLARI (formerly known as AZ 211) crisis case management services

2.3.1.2 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.3 Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.4 Assistance completing application for SNAP, AHCCCS, and Unemployment Insurance;

2.3.1.5 Food and nutrition services to counteract the impacts of starvation or malnutrition.

2.4 Service Requirements

2.4.1 MCHSD Crisis Financial Assistance Services

2.4.1.1 Contractor shall conduct application intake for financial assistance services to clients that apply in person with a paper application or needing assistance applying online.

2.4.1.2 On-site application process shall include the following:

2.4.1.2.1 Provide paper applications, or assist clients with completing the online application process;

2.4.1.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CRD Policy & Procedure Program Manual;

2.4.1.2.3 Information from the paper application shall be entered into HSD Dynamics within 24 hours;

- 2.4.1.2.4 Upload a copy of the paper application in HSD Dynamics;
- 2.4.1.2.5 Create an application in HSD Dynamics, as well as the program applications that the client is eligible for;
- 2.4.1.2.6 Upload eligibility documents in HSD Dynamics;
- 2.4.1.2.7 Research each household member to determine if they have received previous assistance.
- 2.4.1.2.8 Research and enter vendor/provider information in Dynamics.
- 2.4.1.3 The Contractor will also process applications submitted through the HSD Dynamics portal and shall follow the process outlined below:
 - 2.4.1.3.1 Contractor will assign and disposition twenty (20) program applications per week, to Client Services Specialist;
 - 2.4.1.3.1.1 If Contractor receives less than twenty (20) program applications in the week, 100% of the applications shall be assign and dispositioned.
 - 2.4.1.3.2 Upload eligibility documents in HSD Dynamics;
 - 2.4.1.3.3 Research and enter provider information within twenty-four (24) hours from receiving provider documentation;
- 2.4.1.4 Contractor shall adhere to the following:
 - 2.4.1.4.1 Use the MCHSD/CRD Policy & Procedure Program Manual, as amended, in the provision of services;
 - 2.4.1.4.2 Document all services provided and supported by County funds in HSD Dynamics;
 - 2.4.1.4.3 Manage and monitor application queue in HSD Dynamics based on application submission date and assigned priority level;
 - 2.4.1.4.4 Document client's program involvement and progress in the required case note section of HSD Dynamics per the MCHSD/CRD Policy and Procedure Program Manual;
 - 2.4.1.4.5 Research provider profile and submit vendor information related to the County vendor registration process, if applicable;
 - 2.4.1.4.6 Conduct quality assurance review on all submitted service authorizations;

- 2.4.1.4.7 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date;
- 2.4.1.4.8 Maintain funds depletion patterns as required by MCHSD/CRD.

2.4.2 Navigation Services

- 2.4.2.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP services or internal program services.
- 2.4.2.2 Contractor shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.
- 2.4.2.3 Contractor shall provide navigation services as it relates to MCHSD and Internal Program services to clients that have been dispositioned in the HSD Dynamic queue.
- 2.4.2.4 Navigation services shall be provided and documented, in accordance with the MCHSD/CRD Policy and Procedure Manual.
- 2.4.2.5 Navigation services shall be reported in the MCHSD/CRD quarterly ROMA reports.
- 2.4.2.6 Contractor shall use the MCHSD approved logic model template for internal program navigation.

2.4.3 Information and Referrals

- 2.4.3.1 Clients shall have a completed program application in HSD Dynamics prior to the delivery of information and referral services.
- 2.4.3.2 Contractor shall document all referrals in HSD Dynamics, in accordance with the MCHSD/CRD Policy and Procedure Manual.
- 2.4.3.3 Information regarding program referrals shall be reported in the MCHSD/CRD quarterly ROMA reports.

2.5 Facility Requirements

- 2.5.1 Contractor shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access to through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:
 - 2.5.1.1 AZDES LIHEAP Application Portal;
 - 2.5.1.2 HSD Client Portal;
 - 2.5.1.3 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;

- 2.5.1.4 Online job search and submission of application/resume; and/or
 - 2.5.1.5 Information regarding scholarships and federal financial aid.
 - 2.5.2 Contractor shall ensure adequate space for the following:
 - 2.5.2.1 On-site workshops and training classes;
 - 2.5.2.2 Local job/career fairs; and
 - 2.5.2.3 Eligibility determination where confidential information cannot be overheard.
- 2.6 Reporting Requirements
 - 2.6.1 Contractor shall submit programmatic and financial reports to MCHSD as listed below:
 - 2.6.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.
 - 2.6.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.
 - 2.6.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.
 - 2.6.1.4 Failure to submit required reports in the designated timeframe listed may result:
 - 2.6.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.
 - 2.6.1.4.2 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Contract term.
- 2.7 HSD Dynamics Access
 - 2.7.1 Access to HSD Dynamics will be provided by MCHSD/CRD upon request from Contractor.
 - 2.7.2 Contractor shall provide MCHSD/CRD information regarding staffs' name, position title, contact information, and confirmation of successful completion of background check.
 - 2.7.3 MCHSD reserves the right to immediately remove access if it is determined Contractor's personnel is a risk to the County operations for any of the following reasons but not limited to:
 - 2.7.3.1 Approving clients for services they are not eligible for;
 - 2.7.3.2 Denying eligible clients services; and
 - 2.7.3.3 Accessing the HSD Dynamics for any purpose other than areas of responsibility.
 - 2.7.4 MCHSD will provide Contractor programmatic ad hoc reports, as requested.

2.7.5 MCHSD reserves the right to deny Contractor's access to program data.

2.8 Staff Requirements

2.8.1 Contractor shall:

2.8.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks and Fingerprint clearance have been completed with satisfactory results and procedures are in place if results are unsatisfactory;

2.8.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;

2.8.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;

2.8.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;

2.8.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:

2.8.1.5.1 An overview of the MCHSD/CRD Policy and Procedure Manual; and

2.8.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.

2.8.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;

2.8.1.7 The Contractor shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Contractor shall open the recruitment to fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff. MCHSD may assist in the selection of the replacement candidate.

- 2.8.2 Code of Conduct:
 - 2.8.2.1 The Contractor shall avoid any action that might create or result in the appearance of:
 - 2.8.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.
 - 2.8.2.1.2 Actions on behalf of the County without appropriate authorization.
 - 2.8.2.1.3 Providing favorable or unfavorable treatment to anyone.
 - 2.8.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.
 - 2.8.2.1.5 Misrepresenting or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.
 - 2.8.2.1.6 Loss of impartiality when advising the County.
- 2.9 Community Action Program Meetings
 - 2.9.1 MCHSD will facilitate quarterly meetings with CAP contractors to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.
 - 2.9.2 Contractor shall ensure that a designated staff member participates in CAP meetings, as scheduled.
- 2.10 Cooperation in Strategic Planning and Community Needs Assessment:
 - 2.10.1 Contractor shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.
- 2.11 Training and Technical Assistance
 - 2.11.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:
 - 2.11.1.1 MCHSD/CRDCRD Policy & Procedure Program Manual;
 - 2.11.1.2 MCHSD funded financial assistance services;
 - 2.11.1.3 Use of HSD Dynamics;
 - 2.11.1.4 Reports and forms, as required;
 - 2.11.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
 - 2.11.1.6 Trauma Informed Care
 - 2.11.1.7 Motivational Interviewing

- 2.11.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
 - 2.11.1.9 Review of program monitoring findings; and
 - 2.11.1.10 Other training and technical assistance as needed/required.
- 2.12 Limited English Proficiency
- 2.12.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
 - 2.12.2 Applicable Program Rules and Regulations:
 - 2.12.2.1 Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:
 - 2.12.2.2 COATS Human Services Reauthorization Act of 1998;
 - 2.12.2.3 2 CFR 200 Uniform Administrative Requirements;
 - 2.12.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
 - 2.12.2.5 Stewart B. McKinney Homeless Assistance Act;
 - 2.12.2.6 ARS §46-241-State Short Term Crisis Services;
 - 2.12.2.7 ARS §46-731–Utility Assistance;
 - 2.12.2.8 ARS §46-741–Neighbors Helping Neighbors;
 - 2.12.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and
 - 2.12.2.10 ARS §§1-501-1-502, regarding eligibility for federal, state, or local public benefits.
 - 2.12.2.11 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
 - 2.12.2.12 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
 - 2.12.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,

- 2.12.2.14 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
 - 2.12.3 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.
- 2.13 MCHSD Grievance Procedures
 - 2.13.1 Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and the County any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services.
 - 2.13.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CRDCRD.
 - 2.13.3 Contractor shall follow MCHSD grievance procedures as outlined in the MCHSD/CRDCRD Policy & Procedure Program Manual
- 2.14 Pandemic Award Performance
 - 2.14.1 The Contractor shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.
 - 2.14.2 The pandemic performance plan shall include:
 - 2.14.2.1 Key succession and performance planning if a sudden significant decrease in Contractor's workforce should occur.
 - 2.14.2.2 Alternative methods to ensure services are available.
 - 2.14.2.3 An up-to-date list of Contractor contacts and organizational chart.
 - 2.14.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the MCHSD shall have the following rights:
 - 2.14.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

- 2.14.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.
 - 2.14.2.7 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.
- E. Revise Section 4 (Budget and Compensation), Paragraph 1.0 (Budget), Subparagraph 1.2.4 (Funding), by adding Assistance Listing Number (ALN) 21.027 American Rescue Plan Act (ARPA) as a source of funding. The ARPA ALN is an existing source of funding in the Agreement.
- F. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) by removing in its entirety and replacing with the attached Operating Budget. The County shall provide the Contractor with a not to exceed amount of \$386,100 for the period of July 1, 2024, through June 30, 2025, Fiscal Year 2025. Unexpended funds from Fiscal Year 2024 shall not be available for expenditures in Fiscal Year 2025.
- III. Under A.R.S. §38-511, the Parties may cancel this Agreement without penalty of further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.
- IV. Each and every provision of law and any clause required by law to be in this Agreement will 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, this Agreement will promptly be physically amended to make such insertion or correction.
- V. The above contains all the changes to the Agreement made by this Amendment No. 3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as executed by the Parties.
- VI. The Parties have authorized the undersigned to execute this Amendment No. 3, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 3:

APPROVED BY:
CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

Mayor Date

Jack Sellers, Chairman
Board of Supervisors Date

Attested To:

Attested To:

City Clerk Date

Juanita Garza,
Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

BY: _____
Deputy County Attorney Date

City of Surprise Operating Budget – CAP Services

Contract Period July 1st, 2024, through June 30th, 2025

Funding

County Funds	\$386,100
Cash Match Contributions	\$106,660
	\$492,760

Budget Category	Direct Cost	Administration Cost	Total Cost
Total Expenses	\$492,760	\$0	\$492,760

RESOLUTION # 2024-98

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AMENDMENT NO. 3 TO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE COMMUNITY ACTION PROGRAM (CAP) SERVICES, ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$386,100 FROM GENERAL CONTINGENCY TO PROJECT G51595 IN THE GRANTS FUND; AND AMENDING THE FISCAL YEAR 2025 CONTRACT AWARDING AUTHORITY LIST BY ADDING THE FY25 CAP GRANT, G51595, IN THE AMOUNT OF \$386,100 FOR GRANT SALARIES AND PURCHASES.

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 therein;

WHEREAS, Maricopa County and the City of Surprise entered into a financial Intergovernmental Agreement (“IGA” or “Agreement”) on or about August 10, 2022 for the term of July 1, 2022 through June 30, 2023;

WHEREAS, the parties entered into Amendment No. 1 to the IGA on or about March 28, 2023 in order to increase Agreement funding to a total of \$536,250 for the period of January 1, 2023 through June 30, 2023;

WHEREAS, the parties entered into Amendment No. 2 on or about June 28, 2023, to extend the IGA through June 30, 2024, and replaced the Operating Budget portion in its entirety with a total not to exceed amount of \$482,625 for Fiscal Year 2024.

WHEREAS, the parties desire to enter into Amendment No. 3 to the IGA in order to extend the IGA through June 30, 2025, and replace the Operating Budget of the IGA in its entirety with a not to exceed amount of \$386,100 for Fiscal Year 2025;

WHEREAS, all other terms and conditions of the IGA and Amendments No. 1 and No. 2 remain in full force and effect except as amended by Amendment No. 3;

WHEREAS, the FY2025 budget, including the FY2025 Contract Awarding Authority List, was adopted by Council Resolution #2024-94 on June 4, 2024;

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, 2024, through June 30, 2025.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the Fiscal Year 2025 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2024, through June 30, 2025.

Section 3. The Intergovernmental Agreement Amendment No. 3 between the City of Surprise and Maricopa County, attached as *Exhibit C*, is approved.

Section 4. 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 # 2024-98
Exhibit A

1. Appropriation - The allocations below represent the movement of budget authority in the amount of \$386,100 from General Contingency to project G51595 FY25 CAP due to grant funding awarded for CAP services administrative support at the Surprise Resource Center.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51595 FY25 CAP	E	-	386,100	386,100
Grants	Human Svcs and Comm Vitality	#G51595 FY25 CAP	R	-	386,100	386,100
Contingency	General Operations	Contingency	E	79,361,100	(386,100)	78,975,000
Contingency	General Operations	Other	R	79,361,100	(386,100)	78,975,000
Expense Total				79,361,100	-	79,361,100
Revenue Total				79,361,100	-	79,361,100

RESOLUTION # 2024-98

Exhibit B

1. Contract Awarding Authority List – Council to approve adding an item on the Fiscal Year 2025 Contract Awarding Authority List for the FY25 CAP Grant in the amount of \$386,100 for grant salaries and purchases.

Reference #	Project Number	Description	Current Amount	Increase/ (Decrease)	Amended Amount
To Be Assigned	G51595	FY25 CAP Grant	\$0	\$386,100	\$386,100

RESOLUTION # 2024-98

EXHIBIT C

**AMENDMENT NO. 3 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY**



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County, approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$150,000 to facilitate temporary shelter and housing services, and amending the Fiscal Year 2025 Contract Awarding Authority List; Resolution #2024-97.

Motion:

I move to approve Resolution #2024-97.

Background:

Maricopa County and the City of Surprise entered into a financial Intergovernmental Agreement (“IGA” or “Agreement”) on or about November 21, 2023, for the term of November 1, 2023, through June 30, 2024, for the Temporary Shelter and Housing Services Initiative to expand homeless services in the Surprise area.

The parties now wish to extend the agreement by executing Amendment No. 1 to provide funding for the period of July 1, 2024, through June 30, 2025, in the amount of \$150,000.

Objective Analysis:

This action will allow the Human Service & Community Vitality Department to continue to facilitate temporary shelter and housing services.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

Services will be provided by a non-profit partner through a pass-through one-time grant in an amount not to exceed \$150,000. All service expenditures will be on a monthly reimbursement basis. The grant includes a 25% match requirement which will be met through a cash contribution from the non-profit partner.

Budget Impact:

This action will require movement of budget authority in the amount of \$150,000 from General Contingency to project G51771 FY25 CSBG in the Grants Fund to cover the projected expenses associated with the program. The match requirement does not need to be budgeted because it is being covered by the non-profit partner. 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. City of Surprise CSBG Amendment 1
 2. Resolution 2024-97 CSBG Amendment No. 1
-

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

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Surprise, ("Subrecipient") entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about November 21, 2023. The purpose of the Agreement is to support the City's Temporary Shelter and Housing Services Initiative (the "Initiative") to expand homeless services in the Surprise area. The Agreement term is November 1, 2023, through June 30, 2024. The County provided the Subrecipient with \$125,000 in CSBG Funds under Assistance Listing Number (ALN) 93.569 provided to the County through an Intergovernmental Agreement with Arizona Department of Economic Security (ADES) for Initiative activities. The County and the Subrecipient collectively are referred to as the "Parties."
- II. The Parties agree to enter into this Amendment No. 1 to amend the Agreement as follows:
- A. Extend the Agreement term from July 1, 2024, through June 30, 2025.
- B. Revise Paragraph 6 (Funding) attached Operating Budget by removing in its entirety and replacing with the attached Operating Budget. The County shall provide the Subrecipient with a not to exceed amount of \$150,000 in CSBG funds under Assistance Listing Number (ALN) 93.569 provided to the County through an Intergovernmental Agreement with Arizona Department of Economic Security (ADES). The funding period of availability is July 1, 2024, through June 30, 2025, fiscal year 2025. Unexpended funds from fiscal year 2024 shall not be available for expenditures in the fiscal year 2025.
- C. Revise Paragraph 13.0 (Notices) for Maricopa County Representative and replace it with the following:
- Maricopa County
Human Services Department
TJ Reed, Assistant Director
Community Resilience Division
234 N. Central Avenue, 10th Floor
Phoenix, AZ 85004
602-506-4841
tj.reed@maricopa.gov
- III. Each and every provision of law and any clause required by law to be in this Agreement will 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, this Agreement will promptly be physically amended to make such insertion or correction.

- IV. This Amendment No. 1 is subject to and incorporates the provisions of A.R.S. § 38-511. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties.
- V. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf and it shall be effective upon approval and signature by both Parties.

[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
THE CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

City Manager Date

Jack Sellers, Chairman Date
Board of Supervisors

Attested To:

Attested To:

City Clerk Date

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

BY: _____
Deputy County Attorney Date

City of Surprise
Operating Budget
FY2025

<table border="1" style="width: 100%;"> <tr> <td colspan="4" style="text-align: center;">City of Surprise Operating Budget - CSBG Service Initiatives</td></tr> <tr> <td colspan="4" style="text-align: center;">Contact Period - July 1st, 2024, through June 30th, 2025</td></tr> </table>				City of Surprise Operating Budget - CSBG Service Initiatives				Contact Period - July 1st, 2024, through June 30th, 2025											
City of Surprise Operating Budget - CSBG Service Initiatives																			
Contact Period - July 1st, 2024, through June 30th, 2025																			
<table border="1" style="width: 100%;"> <tr> <td colspan="4" style="text-align: center;">Funding</td></tr> <tr> <td>County Funds</td><td></td><td style="text-align: right;">\$150,000</td><td></td></tr> <tr> <td>Cash Match Contributions</td><td></td><td style="text-align: right;">\$37,500</td><td></td></tr> <tr> <td>Total</td><td></td><td></td><td style="text-align: right;">\$187,500</td></tr> </table>				Funding				County Funds		\$150,000		Cash Match Contributions		\$37,500		Total			\$187,500
Funding																			
County Funds		\$150,000																	
Cash Match Contributions		\$37,500																	
Total			\$187,500																
Budget Category	Direct Cost	Administration Cost	Total Cost																
Total Expenses	\$187,500	\$0	\$187,500																

RESOLUTION # 2024-97

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR TEMPORARY SHELTER AND HOUSING SERVICES INITIATIVE; ACCEPTING GRANT FUNDING; AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$150,000 FROM GENERAL CONTINGENCY TO PROJECT G51771 FY25 COMMUNITY SERVICE BLOCK GRANT (CSBG) IN THE GRANTS FUND; AND AMENDING THE FISCAL YEAR 2025 CONTRACT AWARDING AUTHORITY LIST BY ADDING THE FY25 CSBG GRANT, G51771, IN THE AMOUNT OF \$150,000 FOR GRANT PURCHASES.

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, Maricopa County and the City of Surprise entered into a financial Intergovernmental Agreement (“IGA” or “Agreement”) on or about November 21, 2023, for the term of November 1, 2023, through June 30, 2024, for the Temporary Shelter and Housing Services Initiative to expand homeless services in the Surprise area;

WHEREAS, the parties desire to enter into Amendment No. 1 to the IGA in order to extend the Agreement through June 30, 2025, and replace the Operating Budget of the agreement in its entirety with a not to exceed amount of \$150,000 for Fiscal Year 2025;

WHEREAS, the County shall provide the City with \$150,000 in CSBG funds under Assistance Listing Number (ALN) 93.569, provided to the County through an Intergovernmental Agreement with Arizona Department of Economic Security;

WHEREAS, all expenditures pursuant to the Intergovernmental Agreement and Amendment No. 1 are on a reimbursement basis, up to \$150,000;

WHEREAS, the FY2025 budget, including the FY2025 Contract Awarding Authority List, was adopted by Council Resolution #2024-94 on June 4, 2024;

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, 2024, through June 30, 2025.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the Fiscal Year 2025 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2024, through June 30, 2025.

Section 3. The Intergovernmental Agreement Amendment No. 1 between the City of Surprise and the Maricopa County, attached as *Exhibit C*, is approved.

Section 4. 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 # 2024-97
Exhibit A

1. Appropriation - The allocations below represent the movement of budget authority in the amount of \$150,000 from General Contingency to grants Project G51771 FY25 CSBG to cover projected expenditures associated with homeless services. 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	Human Svcs and Comm Vitality	#G51771 FY25 CSBG	E	-	150,000	150,000
Grants	Human Svcs and Comm Vitality	#G51771 FY25 CSBG	R	-	150,000	150,000
Contingency	General Operations	Contingency	E	79,361,100	(150,000)	79,211,100
Contingency	General Operations	Other	R	79,361,100	(150,000)	79,211,100
Expense Total				79,361,100	-	79,361,100
Revenue Total				79,361,100	-	79,361,100

RESOLUTION # 2024-97
Exhibit B

1. Contract Awarding Authority List – Council to approve adding an item on the Fiscal Year 2025 Contract Awarding Authority List for the FY25 CSBG Grant in the amount of \$150,000 for grant purchases.

Reference #	Project Number	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25233	G51771	FY25 CSBG Grant	\$0	\$150,000	\$150,000

RESOLUTION # 2024-97
Exhibit C

AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024
Submitting Department: Water Resource
Management
Staff Recommendations:

Contact Person: Michael Boule, Director
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to acceptance of a grant in the amount of \$309,560 from the Water Infrastructure Finance Authority of Arizona; approval of a fiscal year 2024 budget amendment moving budget in the amount of \$387,000 to support a water distribution optimization program; and amending the Fiscal Year 2024 Contract Awarding Authority List; Resolution #2024-82.

Motion:

I move to approve Resolution #2024-82.

Background:

On March 20, 2024, the City's water distribution division was awarded \$309,560 in funds from the Water Infrastructure Finance Authority of Arizona's Water Conservation Grant Fund in order to purchase and install technology to monitor pressure and detect leaks within the water distribution system. The innovative technology will reduce water loss and monitor efficiency of the water system. This grant funding will enable the Water Resource Management Department to provide 24 hour monitoring and provide alerts on system abnormalities.

Objective Analysis:

This grant will allow the Water Resource Management Department to enhance the water distribution system while providing a layer of reliability within the city's water service area. The resources associated with administering the program are already in place.

Policy Compliant:

This action is consistent with the City's Budget Amendment Policies and Procedures adopted in May, 2020, and with the City's External Grant Policy and Application Procedure, adopted in April, 2017.

Financial Impact:

If approved, the City will receive \$309,560 in revenue from the Water Infrastructure Finance Authority of Arizona. Water Resource Management will fund the required match of \$77,390.00 from the Water Utility Capital fund.

Budget Impact:

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. WCGF Grant Agreement - Surprise WC4-167-2024
 2. 24.06.06 WIFA Distribution Grant Resolution-Budget Amendment FY24_Final_RM
-

AGREEMENT: WC4-167-2024**WATER CONSERVATION GRANT FUND AGREEMENT****BETWEEN**
CITY OF SURPRISE**AND****The Water Infrastructure Finance Authority of Arizona**

THIS GRANT AGREEMENT (the “**Agreement**”) is made effective as of the date of signature of the last signatory hereto (the “**Effective Date**”), by and between the Water Infrastructure Finance Authority of Arizona (the “**Authority**”), a body corporate and politic, and CITY OF SURPRISE (the “**Grantee**”). The Authority and the Grantee may individually be referred to as “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the “**Act**”) was amended by section 9901 of the American Rescue Plan Act (“**ARPA**”), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury’s (“**Treasury**”) to make payments from the Coronavirus State and Local Fiscal Recovery Funds (“**SLFRF**”), and

WHEREAS, the funds are purposed for use in responding to the COVID-19 public health emergency and its economic impacts through the categories of eligible uses and activities described in 31 C.F.R. Part 35, Subpart A, including for making necessary investments in water, sewer, and broadband infrastructure, and

WHEREAS, the source of funding for the Award is the ARPA, specifically the SLFRF, with Catalog of Federal Domestic Assistance (“**CFDA**”) Assistance Listing 21.027 for all activity pursuant to this Agreement, and

WHEREAS, the State of Arizona established the Water Conservation Grant Fund (“**WCGF**”) under Title 49, Chapter 8, Article 5 of the Arizona Revised Statutes. A.R.S. §§ 49-1331 – 1335, to be administered by the Authority, and

WHEREAS, the Office of the Governor, in fulfilling its duty to administer the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona, entered into an Interagency Service Agreement (ISA-ARPA-WIFA-070122-01), as amended on November 3, 2023, to provide funding to the Authority through the WCGF to support COVID-19 related activities in accordance with State Fiscal Recovery Fund Expenditure Category 5.8 Clean Water: Water Conservation, and

WHEREAS, the Authority is authorized to issue grants from the WCGF to eligible entities for water conservation programs and projects that are expected to result in: (1) long-term reductions in water use; (2) improvements in water use efficiency; or (3) improvements in water reliability. And

WHEREAS, WCGF grants may be issued for any of the purposes specified in A.R.S. § 49-1332(B), and

Water Conservation Grant Fund

WHEREAS, Grantee meets the Treasury’s definition of a subrecipient and has applied for a grant, pursuant to the Application attached to this Agreement as Exhibit A [*Grant Application*]; and

WHEREAS, by the Board resolution attached to this Agreement as Exhibit B [*Board Resolution*], the Authority has determined Grantee is eligible for financial assistance from the WCGF and has reviewed and approved the Grantee’s Application in accordance with the requirements of A.R.S. §§ 49-1331 – 1335.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the Authority and Grantee agree as follows:

ARTICLE I - Definitions

- 1.1. “Act” means Title VI of the Social Security Act (42 § U.S.C. 801 et seq.), as amended.
- 1.2. “Application” means the Grantee’s application for financial assistance from the Water Conservation Grant Fund, attached to this Agreement as Exhibit A [*Grant Application*] and incorporated herein.
- 1.3. “ARPA” means the American Rescue Plan, Pub. L. No. 117-2 (March 11, 2021), as amended.
- 1.4. “Authority” or “WIFA” means the Water Infrastructure Finance Authority of Arizona
- 1.5. “Authorized Officer” means the Director of the Authority, or any other person or persons designated by the Director to act on behalf of the Authority, with respect to this Agreement.
- 1.6. “Award” means the specific grant amount awarded to Grantee as described in this Agreement.
- 1.7. “Scope of Work” means the program or project described in Exhibit C [*Scope of Work*], attached to this Agreement and incorporated herein.
- 1.8. “SLFRF” means the Coronavirus State and Local Fiscal Recovery Funds.
- 1.9. “Treasury” means the United States Department of Treasury.
- 1.10. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits.

ARTICLE II - Award

- 2.1. The Award. The Authority hereby agrees to provide the Grantee with an award in the amount of Three Hundred Nine Thousand Five Hundred Sixty Dollars and 00/100 (\$ 309,560.00) (the “**Award**”), subject to the terms and conditions set forth in this Agreement and availability of funds. The Authority shall make the Award available to Grantee upon execution of this Agreement by the parties. Subject to the Grantee’s compliance with all terms and conditions of this Agreement, and the continued non-existence of a breach or default, or any event, circumstance, act, or omission which with the giving of notice, the passage of time, or both would constitute a breach, default or give rise to the termination of this Agreement, the Authority agrees to disburse the Award to the Grantee in accordance with the provisions of Article III [*Disbursement and Funding*].
- 2.2. Acceptance of Award. Grantee hereby accepts the Award under the terms and conditions of this Agreement, and agrees to execute and return this Agreement to the Authority within thirty (30)

Water Conservation Grant Fund

calendar days of receipt unless Grantee receives a written waiver of this requirement by the Authority.

- 2.3. Purpose and Use of Award. Grantee agrees to undertake and complete the Scope of Work in a timely manner, and to receive and expend the Award in accordance with this Agreement. Grantee agrees to utilize the Award only for the purpose of implementing the Scope of Work. Any expenditure deviating from the Scope of Work shall require the Authority's prior written approval. Supporting documents and attachments from the Application are incorporated herein by reference. If content in the Application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement takes precedence.
- 2.4. Prior Costs Incurred. The Award may be used for costs incurred prior to the Effective Date of this Agreement, but may not be used for costs incurred or for which commitment was made before July 6, 2022.
- 2.5. Time of Performance. Grantee may use the Award for costs incurred and activities performed between July 6, 2022, and June 30, 2026.
 - 2.5.1. Grantee shall complete the Scope of Work no later than June 30, 2026.
 - 2.5.2. Grantee shall make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority. For purposes of this section, unless otherwise agreed to by the Authority in writing, "sufficient progress" means the Grantee has, at a minimum, complied with all schedules and deadlines listed in the Scope of Work.
 - 2.5.3. Grantee may submit to the Authority a written request to amend a Scope of Work's schedule, which the Authority may, but is not required to approve. The written request shall detail: (1) the nature of the delay(s); (2) the amended schedule dates; and (3) any efforts to be implemented to adhere to the amended schedule.
- 2.6. Benchmarks. Failure to adhere to the benchmarks listed below shall constitute a breach of this Agreement and may result in the loss of all or part of the Award. In addition to any schedule or deadline identified in the Scope of Work, Grantee shall, at a minimum, comply with the following benchmarks:
 - 2.6.1. Expend 5% of the Award by December 2, 2024.
 - 2.6.2. Expend 50% of the Award by December 31, 2025.
 - 2.6.3. Expend 75% of the Award by March 31, 2026.
- 2.7. Term of Agreement. This Agreement remains in effect until all reporting requirements described in this Agreement have been fulfilled by the Grantee and accepted by the Authority (the "**Term**").
- 2.8. Grantee Obligations. This Agreement constitutes the valid and binding obligations of the Grantee, enforceable in accordance with its terms. The obligation and utilization of the Award provided through this Agreement are subject to the proper observation of the Agreement and any requirements incorporated by reference.

Water Conservation Grant Fund

- 2.8.1. Assignments. The Grantee agrees not to transfer, assign, or pledge any right or interest in any payment or advance due pursuant to this Agreement, or any of the other benefits thereof, without the prior written consent of the Authority. Any such assignment made or attempted by the Grantee without the prior written consent of the Authority shall be void and of no effect. No consent by the Authority to an assignment by the Grantee shall release the Grantee as the party primarily obligated and liable under the terms of this Agreement, unless the Authority specifically releases the Grantee in writing.
- 2.8.2. Compliance with Applicable Laws. The Grantee shall perform all activities under this Agreement in accordance with all applicable (whether present or future) laws, ordinances, rules, regulations, requirements and orders of any governmental or administrative authority having or claiming jurisdiction over the Grantee's activities. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- 2.8.3. Subcontractors. Grantee shall require any subcontracting entities to observe and follow all provisions of this Agreement.
- 2.9. Exhibits. The terms and conditions of this Agreement include the terms and conditions set forth in the Exhibits, which are part of this Agreement.
- 2.10. Fund Availability. Any action by the Parties under this Agreement requiring the expenditure of funds is conditioned upon the availability of funds appropriated, assigned, and allocated for the payment of such obligation. If funds are not appropriated, assigned, allocated, and available or if the appropriation is changed by the legislature or the Governor's Office resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 2.11. Notices. All notices required or permitted under this Agreement, including technical correspondence, invoices, and reports from Grantee, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, mailed by registered or certified mail, or emailed to Grantee or the Authority at the following addresses:

WIFA Project Manager

Laurie Gehlsen, Grants Coordinator
Water Infrastructure Finance Authority of Arizona
100 N 7th Ave, Suite 130
Phoenix, AZ 85007
Direct: (480) 647-4462
LGehlsen@azwifa.gov

Grantee Project Manager

ANTHONY DUDLEY

16000 CIVIC CENTER PLAZA

SURPRISE, AZ 85374

623-222-7125

anthony.dudley@surpriseaz.gov

Either Party may designate any further or different addresses to which subsequent notices or other communications shall be sent, by notice in writing given to the other Party.

ARTICLE III - Disbursement and Funding

- 3.1. **Reimbursement Basis.** The Authority shall disburse the Award on a reimbursement basis, upon presentation of accurate and complete claims to the Authority. Except as hereinafter provided, disbursements shall be made only:
- 3.1.1. For reimbursement of expenses incurred in accordance with this Agreement; and
 - 3.1.2. When a request for reimbursement is submitted in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation as required by the Authority; and
 - 3.1.3. When an Authorized Officer of the Authority has determined that such disbursement is proper.
- 3.2. **Request for Reimbursement.** Grantee shall submit requests for reimbursement to the Authority using forms provided by the Authority on a monthly basis, unless otherwise approved by the Authority in writing. Requests for reimbursement shall be submitted to the Authority no later than the fifteenth (15th) day of each month. The Authority shall not distribute the Award to the Grantee until the Authority has received and processed a request for reimbursement. The Authority shall verify the request and claimed expenses against the reports required in this Agreement. To receive payment, requests for reimbursement for work performed during the term of this Agreement must be submitted no later than June 15, 2026, unless otherwise approved by the Authority in writing. A request for reimbursement must contain:
- 3.2.1. An itemized accounting of grant expenses incurred;
 - 3.2.2. Receipts, vendor invoices, documentation of in-kind labor, and other documentation of costs incurred;
 - 3.2.3. Certification that: the reimbursement amount requested is a proper cost as evidenced by attached invoices;
 - 3.2.4. Certification that the signatory is duly authorized to submit the reimbursement request; and
 - 3.2.5. Any additional documents or information deemed necessary by the Authority.
- 3.3. **Method of Disbursement.** The Authority may disburse the Award by check, electronic means, warrant, or other transfer medium basis within thirty (30) calendar days of the Authority's receipt

Water Conservation Grant Fund

of the request for reimbursement, subject to funding availability. An Authorized Officer of the Authority shall approve disbursements directly to Grantee and shall provide Grantee with a copy of the approval and the date approved.

- 3.4. Affirmation of Representations and Warranties. Each request for reimbursement, disbursement, or the receipt of the Award funds requested by the Grantee, shall constitute Grantee's affirmation that all representations and warranties of the Grantee as described in this Agreement or any Exhibit therein, are true and correct as of the date thereof and throughout the Term of the Agreement, unless the Grantee notifies the Authority to the contrary in writing prior to the request for reimbursement or release of the disbursement.
- 3.5. Withholding Disbursements. The Authority may elect in its sole discretion to withhold payment of the Award in whole or in part if Grantee breaches any provision of this Agreement or any Exhibit therein.
- 3.6. Required Notice. Grantee shall provide the Authority with immediate written notification:
- 3.6.1. Of any inability to expend the Award in accordance with the Scope of Work; and
- 3.6.2. Prior to any expenditure of the Award deviating from the Scope of Work.
- 3.7. Inspections – Expenses and Operations. Subject and pursuant to the provisions of Section 2.2 of the General Terms and Conditions included in Exhibit D, the Authority shall have the option to undertake an inspection of the Grantee's expenses and operations at any time to verify the information included in and with any and/or all requests for reimbursements under this Agreement.

ARTICLE IV - Representations and Warranties

- 4.1. Grantee hereby represents and warrants that it is a: (check appropriate)

- | | |
|---|---|
| ☒ Municipal water delivery system as defined in A.R.S. § 42-5301. | ☐ Natural resource conservation district. |
| ☐ County water augmentation authority established under A.R.S. Title 45, Chapter 11. | ☐ City, town, county, district, commission, authority or other public entity that is organized and that exists under the statutory law of this state or under a voter-approved charter or initiative of Arizona. |
| ☐ County water authority established under A.R.S. Title 45, Chapter 13. | ☐ Nongovernment organization that focuses on water conservation or environmental protection who has partnered with _____, an eligible entity as defined under A.R.S. § 49-1301. <i>If selected, Grantee must submit a completed Partnership Certification with this Agreement.</i> |
| ☐ An Indian Tribe. | |
| ☐ Community facilities district as established by A.R.S. Title 48, Chapter 4. | |
| ☒ Public water system as prescribed in A.R.S. § 49-352. | |

- 4.2. Conflicts of Interest. The Parties each represent that, as of the date of execution of this Agreement, they are not aware of any facts or circumstances which would give rise to a cancellation right in

Water Conservation Grant Fund

- favor of any Party pursuant to A.R.S. § 38-511. Grantee represents and warrants that there exists no actual or potential conflict of interest between the Grantee's performance under this Agreement and the Grantee's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the Term of this Agreement, or any extension thereof, the Grantee shall immediately notify the Authority in writing.
- 4.3. Adverse Proceedings. Grantee represents and warrants that there are no proceedings pending or, so far as the Grantee knows, threatened, before any court or administrative agency that will materially adversely affect the Grantee's ability to fully perform the Scope of Work. During the Term of this Agreement, should proceedings arise that will materially adversely affect Grantee's ability to fully perform the Scope of Work, the Grantee shall promptly notify the Authority in writing.
- 4.4. Authority to Sign. Grantee represents and warrants that the Grantee and the person signing on behalf of the Grantee have the full power and authority to enter into and execute this Agreement, to legally bind the Grantee and to perform and comply with the terms and conditions set forth herein.
- 4.5. Debarment, Suspension, U.S. Government Restricted Party Lists. Grantee warrants that it is not, and its contractors or subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specifically Designated Nationals and Blocked Parties List, and neither the Grantee nor any contractors or subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- 4.6. Grantee Matching. Pursuant to A.R.S. § 49-1333(B)(4), at least a twenty-five percent (25%) match is required for each water conservation program or project.
- 4.6.1. Funds provided under one federal program may not be used to meet a non-federal match or cost-share requirements of another federal program. 2 CFR 200.306(b)(5).
- 4.6.2. As stated in the Treasury's SLFRF Final Rule, Grantees may fund a program or project "with both SLFRF funds and other sources of funding provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies."
- 4.6.3. Grantee's match requirement under this Agreement is a state requirement; matching is not required by ARPA. Grantee represents and warrants that Grantee has satisfied or will satisfy the state match requirement using permissible funding sources. Grantee's matching contribution may include cash contributions or in-kind contributions. Grantee's matching contribution may not include any monies provided by the Authority.
- 4.6.4. Failure to adhere to the state matching requirement under A.R.S. § 49-1333(B)(4) shall constitute a breach of this Agreement and may result in the loss of all or part of the Award.
- 4.7. Indemnification. Grantee shall protect, defend, indemnify, and hold harmless the Authority and its board and committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement, Grantee's performance hereunder, Grantee's or Grantee's subcontractor's negligence including active or passive, or strict liability including but not

Water Conservation Grant Fund

limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Grantee, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the Authority. The provisions of this section shall survive the expiration or termination of this Agreement.

- 4.8. Liability. Failure on the part of the Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Authority by this Agreement or by law shall not make the Authority liable in damages to Grantee or relieve Grantee from fully performing any other obligation required of it under this Agreement; provided, however, that Grantee may have and pursue any and all other remedies provided by law for compelling performance by the Authority of such obligation assumed by or imposed upon the Authority. Neither the Authority nor its board or committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers or affiliates shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.
- 4.9. Permits. Grantee represents and warrants that all permits necessary or required in connection with the award have been or will be obtained, and all fees and bonds required in connection therewith have been or will be paid and/or posted as the circumstances may require.

ARTICLE V – Records and Reports

- 5.1. Financial Records. Grantee shall maintain satisfactory financial accounts, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Award and to comply with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Records shall be maintained by the Grantee for a period of five years after the Award funds have been expended or returned to Treasury, whichever is later. Failure to maintain proper financial records required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.
- 5.2. Reporting Requirements. Grantee shall provide reports of all activities related to this Agreement both as identified in the Agreement and as requested by the Authority. Grantee shall also provide to the Authority any additional written information requested by the Authority in a timely manner and within reasonable deadlines as shall be set by the Authority.
- 5.2.1. All financial reports required under this Agreement shall be prepared in accordance with GAAP standards, and shall be in form and substance satisfactory to the Authority and as may be required by the United States Department of Treasury.
- 5.2.2. If there is any amount of the Award remaining after the Scope of Work is completed, Grantee shall report the remaining balance to the Authority.
- 5.2.3. Grantee shall comply with and abide by the U.S. Department of the Treasury's Project and Expenditure Report User Guide – State and Local Fiscal Recovery Funds, available at <https://home.treasury.gov/system/files/136/Apr-2023-PE-Report-User-Guide.pdf>.
- 5.2.4. Grantee shall provide the following performance metrics required for water-related infrastructure projects:

Water Conservation Grant Fund

- Projected/actual construction start date (month/year);
- Projected/actual initiation of operations date (month/year);
- Location;
- Whether the project prioritizes local hires;
- Whether the project has a Community Benefit Agreement, with a description of any such agreement;
- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund);
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund);
- Median Household Income of service area; and
- Lowest Quintile Income of the service area.

5.2.5. Failure to provide reports required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.

5.3. Monthly Reports. Grantee shall report to the Authority on Grantee's expenditure of the Grant and the status of the Scope of Work on the fifteenth (15th) day of each month following the date of this Agreement, and on the fifteenth (15th) day of every month thereafter until Grantee expends the entire Award or completes the Scope of Work, whichever is first. Monthly reports shall be in a form acceptable to the Authority. The Authority may revise the form of the monthly report from time to time. The Authority reserves the right to request additional reports relating to the expenditure of the Award or additional information as needed for ARPA reporting requirements.

5.4. Final Report. Audit. Grantee shall provide a final report (the "**Final Report**") in a form acceptable to the Authority.

5.4.1. The Final Report shall be submitted to the Authority within thirty (30) calendar days of one of the following occurrences: (1) the Award funds have been expended; (2) the Scope of Work has been completed; or (3) the Agreement has otherwise been terminated. Notwithstanding the foregoing, the Final Report shall be submitted to the Authority no later than June 15, 2026.

5.4.2. The Final Report shall contain the information deemed necessary by the Authority.

5.4.3. Following the receipt and approval of the Final Report, the Authority will notify Grantee in writing that the Agreement is administratively closed.

5.4.4. After the project is administratively closed, Grantee shall submit all required audits to the Authority. All audits for fiscal years in which Grantee received Award funds from the Authority must be received, reviewed, and found to be satisfactory by the Authority.

5.4.5. In the event that the Authority determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Grantee shall refund such monies back to the Authority.

ARTICLE VI - Enforcement & Remedies

- 6.1. **Breach.** The Parties agree that all conditions set forth herein are material to this and the occurrence of any of the following events is a Grantee breach under this Agreement:
- 6.1.1. Any certification, statement, representation, or warranty contained in this Agreement or report required under this Agreement, the Application, or any other document related to the award which the Authority determines at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.
 - 6.1.2. The Grantee's failure to comply with each and every term, covenant, condition, and/or agreement contained in this Agreement.
 - 6.1.3. The Grantee's failure to make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority in accordance with sections 2.5 and 2.6 of this Agreement.
 - 6.1.4. The Grantee's use of the Award proceeds for any purpose other than as authorized under the provisions of this Agreement.
 - 6.1.5. The Grantee fails to comply with any law, ordinance, code, order, rule, or regulation of any governmental or administrative authority having jurisdiction over the Scope of Work within thirty (30) calendar days after notice in writing of such failure to comply has been given to the Grantee from such governmental or administrative authority.
- 6.2. **Notice of Breach. Cure Period.** Upon the occurrence of a breach, the Authority shall issue a written notice of breach, identifying the nature of the breach and providing thirty (30) calendar days (or a lesser or additional time as may be agreed to by the Parties) in which the Grantee shall have an opportunity to cure the breach. Time allowed for cure does not diminish or eliminate Grantee's liability for damages.
- 6.3. **Default.** If Grantee fails to cure a breach within the period specified in the written notice, Grantee is in default of its obligations, and the Authority may exercise any or all of the following remedies:
- 6.3.1. Withhold applicable payment until the default is remedied;
 - 6.3.2. Terminate this Agreement, in whole or in part;
 - 6.3.3. Recapture Award funds provided to Grantee under this Agreement, in whole or in part;
 - 6.3.4. Suspend or de-obligate the Grantee's authority to receive any undisbursed proceeds of the award; and/or;
 - 6.3.5. Proceed at any time, or from time to time, to protect and enforce all rights and remedies available to the Authority, including demanding repayment of Award funds, by suit or other appropriate proceedings, whether for specific performance of any covenant, term, or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law, regulation, or in equity.

Water Conservation Grant Fund

- 6.4. Good Faith. The Parties will attempt in good faith to resolve all disputes, disagreements, or claims relating to this Agreement.
- 6.5. De-obligation. The Authority may de-obligate Award funds under this Agreement upon written notice to Grantee. The Authority may de-obligate and reduce Award funds under the following circumstances:
- 6.5.1. Grantee has completed performance under the Scope of Work without using all of the Award provided by the Authority under this Agreement;
 - 6.5.2. This Agreement expires and all Award funds have not been expended;
 - 6.5.3. Grantee, with the consent of the Authority, cancelled or changed an activity required under the Scope of Work for reasons other than nonperformance;
 - 6.5.4. This Agreement has otherwise been terminated in whole or in part; or
 - 6.5.5. Mutual consent by the Parties.
- 6.6. Disallowed Costs. An expenditure that is reimbursed under this Agreement and that does not comply with this Agreement shall constitute a disallowed cost and be subject to recapture by the Authority and repayment to the Authority. Within fourteen (14) calendar days of the date of the Authority's written notice to Grantee, unless a longer period is approved by the Authority in writing, Grantee shall repay the Authority any portion of the Award paid by the Authority which the Authority has in its sole discretion determined constitutes a disallowed cost.
- 6.7. Repayment. Grantee agrees to repay the Award in whole or in part if the Authority determines that Grantee has failed to use the Award in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. The Authority may specify, in writing, the terms of the repayment or alternative terms in lieu of repayment, however, in no such case shall repayment or alternative terms be accomplished later than one hundred eighty (180) calendar days following the written determination of non-compliance by the Authority. This section does not apply to a Grantee's failure to make sufficient progress on the Scope of Work of this Agreement, provided Grantee made good faith efforts to complete the Scope of Work within the time for performance.
- 6.8. Remedies Cumulative and Concurrent. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity by statute. Every right, power, and remedy given to the Authority shall be concurrent and may be pursued separately, successively, or together against the Grantee, and every right, power, and remedy given the Authority may be exercised from time to time as often as may be deemed expedient by the Authority.
- 6.9. Strict Performance. No delay or omission of the Authority to exercise any right, power, or remedy accruing upon the happening of a Default shall impair any such right, power, or remedy, or shall be construed to be a waiver of any such Default or any acquiescence therein. No delay or omission on the part of the Authority to exercise any option granted to the Authority under this Agreement, in any one or more instances, shall constitute a waiver of any such Default and each such option shall remain continuously in full force and effect.

Water Conservation Grant Fund

- 6.10. Attorneys' Fees and Costs. In the event of Grantee's breach of this Agreement, Grantee agrees to pay any and all costs and expenses, including attorneys' fees, incurred by the Authority in connection with the enforcement of this Agreement. If the Authority terminates this Agreement for cause, any costs incurred shall be the Grantee's responsibility.

ARTICLE VII - Miscellaneous

- 7.1. Amendments and Modifications. This Agreement may be amended by mutual agreement in writing between Grantee and the Authority. Any request to amend this Agreement by Grantee must be in writing and state the amendment request and reason for the request. Grantee shall make requests in a timely manner and in no event less than thirty (30) calendar days before the effective date of the proposed amendment. Any amendment, modification, or extension of this Agreement must be submitted through the Sub-recipient Management Tool (SRM), eCivis, and approved by both Parties.
- 7.2. Insurance. Grantee agrees to comply with the Insurance Requirements set forth in Exhibit D [General Terms and Conditions]. Failure to maintain the required insurance at all times shall constitute a breach of this Agreement that is subject to penalties up to and including suspension of payments and/or termination of this Agreement.
- 7.3. Permits/Licenses/Authorizations. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the Scope of Work or required to be obtained by the time of completion of the Scope of Work to be eligible for reimbursement funds under this Agreement.
- 7.4. No Implied Duties. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law. This Agreement does not imply Authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- 7.5. No Obligation of State General Appropriations Funds. Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability or any nature arising hereunder. The parties expressly recognize that payments to be made by the Authority under this Agreement may come from federal funds made available to the Authority for this purpose.
- 7.6. Survival. Those articles, sections, and subsections of this Agreement which by their nature are intended to survive, including, but not limited to, the Grantee's Representations and Warranties and Indemnification, shall survive the completion of the Scope of Work and the expiration or earlier termination of this Agreement.
- 7.7. Time of the Essence. Time is of the essence with regard to each provision of this Agreement as to which time is an element.
- 7.8. Acknowledgment of Funding Source. Unless otherwise agreed upon in writing between the Parties, Grantee agrees that any publications, studies, or reports which are made possible by or derived, in whole or in part, from this Agreement, and any news articles, brochures, seminars, or other promotional materials or media or events through which Grantee publicizes the Scope of Work funded in whole or in part by this Agreement will acknowledge the Authority's support in the following manner: "Funding has been provided by/contributed by the Water Infrastructure Finance Authority of Arizona."

Water Conservation Grant Fund

- 7.9. Entire Agreement. This Agreement and any attached Exhibits shall constitute the entire agreement of the Parties relating to the Award and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral, or written.

Exhibit A	Grant Application
Exhibit B	Board Resolution
Exhibit C	Scope of Work
Exhibit D	General Terms and Conditions
Exhibit E	Federal Provisions
Exhibit F	Affidavit
Exhibit G	Reimbursement Request & Monthly Reporting Form
Exhibit H	Partnership Certification (<i>if applicable</i>)

ARTICLE VIII - Certification & Signatures

The Grantee, CITY OF SURPRISE, hereby accepts this Agreement according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the Scope of Work complies with all applicable state, local, and federal laws and regulations, and that I am authorized to enter into and sign a binding Agreement with the Authority

By: _____ Date: _____
Signature

Bob Wingenroth, City Manager

Print Name and Title

For: **CITY OF SURPRISE** Tax ID No.: **86-6007796**
Grantee Name

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

Signature
Chuck Podolak
Printed Name
Director, Water Infrastructure Finance Authority
Title
Date

Signature
Bob Wingenroth
Printed Name
City Manager
Title
Date

EXHIBIT A

Application

[See attached]

Applications: Water Distribution Optimization and Leak Detection using Hydrant.AI Technology

Profile

Anthony.Dudley@surpriseaz.gov

2. Entity Name:

City of Surprise - Water Resource Management

I. General Information

1. Title of Project:

Water Distribution Optimization and Leak Detection using Hydrant.AI Technology

2.Type of Conservation Activity (A.R.S. § 49-1332(B)):

Programs or projects to reduce structural water overuse issues.

Note: for the purpose of the application, the term project and program will be referred to as “conservation activity”

3. Is this for an individual Water Conservation Project or a general Water Conservation Program?

Water Conservation Program

Please describe the specific components that make it a program.

This proposal is considered a program because once the leak detection devices are installed, they will begin continually monitoring the water distribution system 24/7 for the foreseeable future.

4. What is the location of conservation activity?

City

Surprise

County

Maricopa

Program/Project Congressional District (check all that apply)

8

Program/Project Legislative District (check all that apply)

28

Watershed

New River and Aqua Fria

Active Management Area (if applicable):

Phoenix AMA

Irrigation Non-Expansion area (if applicable):

N/A

5.Conservation Activity Cost

Amount requested from the WCGF for this activity:

312,150

Amount of matching funds:

77,390

Total conservation activity cost:

389,540

When applying for the grant, note that a single water conservation program grant may not exceed

\$3,000,000. A single water conservation project grant may not exceed \$250,000. The WCGF requires at least a twenty-five percent match for each water conservation program or project.

6. What is the estimated water savings in acre-feet per year?

262

Explain calculation:

Based upon annual reviews of our water distribution system, the city of Surprise experiences approximately 3% water loss due to leaks each year. Using this water loss figure, we estimate a minimum water savings of 262 acre-feet per year which will be detected using Digital Water Solution's Hydrant.AI water distribution system monitoring technology.

7. What is the expected duration of the conservation activity?

Once the Hydrant.AI technology is installed throughout the distribution system, the conservation activity will be ongoing with 24/7 monitoring leak detection and with confirmation by real-time system pressure readings for the foreseeable future.

Hydrophone sensors inserted in the base of each hydrant are one of the core hardware components of this technology. While Digital Water Solutions is a newer company, they've had acoustic and pressure sensors in hydrants on multiple projects in other states since 2011. Therefore, the sensor lifetime can be reasonably expected to be at least twelve years and likely to be longer than twelve years.

The artificial intelligence (AI) and machine learning components of the monitoring system has no finite end point. The AI will constantly "listen" to the acoustic frequencies within the water distribution pipelines. As a machine learning system, it will always be fine-tuning, adapting, and learning from what it senses in the distribution system. New firmware and software upgrades will also support AI over a long-term lifespan.

II. Conservation Activity Benefits and Results

8. What is the water conservation activity you propose to fund with grant monies? Describe in detail.

The Water Resource Department will be using the grant funding to purchase cutting edge technology to monitor and detect leaks within our water distribution system. Digital Water Solutions has worked closely with researchers at the University of Waterloo and the University of California, Los Angeles, to combine acoustic sensor (hydrophone) and pressure sensor technology with artificial intelligence machine learning. The result is a product called Hydrant.AI.

There primary components of the Hydrant.AI system include a hydrophone sensor that physically sits at the bottom of each hydrant. The hydrophones "listen" for acoustic anomalies within piping systems which indicate that a leak has occurred or is occurring. Unlike other leak detection products on the market, they are sensitive enough to work inside both iron as well as PVC piping. The hydrophone works in conjunction with a pressure inducer which collects data on pressure in the system and captures transient data. Pressure data can provide additional evidence to support the acoustic findings and help verify leaks or line breaks.

A third component of the monitoring system features artificial intelligence machine learning. As the sensors "listen" to the frequencies in the piping systems, the AI begins its fingerprinting process, learning use patterns over time and learns to adjust for seasonal use. The AI is always finetuning, adapting, and learning from the sensor frequency patterns. The sensor information is relayed over LTE cellular wireless technology to the cloud where the AI learning occurs and transmits the real-time data back to the client. Currently the technology is web-based. When anomalies are detected which indicate a leak, the client is immediately contacted by cell phone, email, and/or notified via the portal interface.

*You can view a YouTube video of Hydrant.AI device using this link: <https://www.youtube.com/watch?v=0uCi9C0agWU>

*Additional information can be found on Digital Water Solution's website: <https://digitalwater.solutions/device-and-platform/>

*Case Studies using this technology can be found here: <https://digitalwater.solutions/case-studies/>

The first phase of the water conservation program will be the initial installation of the sensor equipment within designated hydrants and subsequent confirmation that the sensors are connected to the cloud and working. The vendor will train city staff on how to install the equipment and monitor for leaks. Once all the equipment has been installed and connected to the cloud, a complete assessment of the entire water distribution system will be performed and ongoing monitoring of the system for leaks will begin.

In brief, the water conservation project will occur in four phases over the course of the grant, as follows:

- 1st Phase – Purchase and installation of leak detection and pressure monitoring technology.
- 2nd Phase – Perform on-the-ground leak verification on the entire water distribution system.
- 3rd Phase – Perform repairs of any leaks found within the distribution system.
- 4th Phase – Continual and ongoing monitoring of the distribution system.

9. What is the source of the water that will be conserved? If it is mainstem Colorado River water or Colorado River water delivered through the Central Arizona Project, please clearly indicate so.

The City of Surprise pumps approximately 9,000 acre-feet of groundwater each year. We also have an allocation of 10,249 acre-feet of Colorado River water delivered via the Central Arizona Project. Both groundwater and Colorado River water will be conserved using funds from the Water Conservation Grant.

10. Describe the community (population size, demographics, principal economic activities, etc.) impacted by the conserved water.

The City of Surprise is currently the tenth largest city in Arizona with a Census Bureau estimated population of 149,191 (2021). According to our Development Department data, Surprise increased its population 22% between 2010 and 2020.

The U.S. Census Bureau lists the city's demographics as follows:

- A. White alone, not Hispanic or Latino - 67.8%
- B. Hispanic or Latino - 20.7% (Census Bureau note: Hispanics may be of any race, so also are included in applicable race categories.)
- C. Two or more races - 7.3%
- D. Black or African American, alone 5.3%
- E. Asian, alone - 2.4%
- F. American Indian and Alaska Native, alone - 0.4%
- G. Native Hawaiian and other Pacific Islander, alone - 0.1%
- H. White, alone - 80.4%

The 2021 American Community Survey (ACS) estimated a five-year rate of "persons in poverty" at 7.5% within the city of Surprise.

In terms of economic activities, Educational services, and health care and social assistance comprise 24% of Surprise's civilian employment. Followed by Retail trade at 15.2%, Finance and insurance, and real estate and rental and leasing at 10.5%, Professional, scientific, and management, and administrative and waste management services at 9.0%. Rounding out the top five categories is Arts, entertainment, and recreation, and accommodation and food service at 8.7%.

Other categories include: Construction – 6.3%; Manufacturing – 6.4%; Public administration – 5.4%; Wholesale Trade - 1.9%; Transportation and warehousing, and utilities – 5.5%; Information – 1.8%; Other service, except public administration – 4.8%; and Agriculture, Forestry, Fishing and Hunting, and Mining - 0.5%.

11. What is the extent to which your water conservation activity achieves one or more of the following (select all that apply):

Long-term reductions in water use, Improvements in water use efficiency, Improvements in water use efficiency

Describe:

The Hydrant.AI leak detection technology will result in an immediate improvement in water use reliability and contribute to long term reductions in system water use. Unknown system leaks will be detected and corrected in their infancy and leaks will be prevented from turning into significant line breaks or ruptures, thereby offering long term reductions in water use and making the entire water distribution system more reliable.

The leak detection technology will also improve water use efficiency. It takes a tremendous amount of energy to pump groundwater and move it through a distribution system. The city has wells that are as deep as 1,000 feet below land surface which require a significant amount of energy to get large volumes of water to the surface. Our Operations Department Lead estimates that the cost to pump water out of the ground is roughly \$600 per acre feet. Therefore, fixing water leaks will result in less water being pumped, corresponding to a reduction in energy consumption, which results in cost savings to the city and improves water use efficiency. Similarly, less water pumped translates to monetary savings in the form of a reduction in chemical additives used to meet water quality standards.

12. What is the extent to which your water conservation activity addresses one or more of the following:

Water supply shortages, Reliance on non-renewable water supplies, Groundwater depletion, Natural disasters that may impact water supply infrastructure.

Describe:

Continued reductions in Colorado River water will only increase reliance on groundwater, adding more stress to the groundwater system. When viewed on a macro scale, Arizona groundwater can be considered a non-renewable water supply. The 1980 Groundwater Management Act was established to prevent continued depletion of groundwater in several Active Management Areas (AMAs) within the state. The City of Surprise is within the boundaries of the Phoenix Active Management Area and is required to meet provisions within the Fifth Management Plan to help achieve safe yield for our aquifers. The city primarily pumps groundwater for its water supply.

Using the Hydrant.AI continuous leak detection and monitoring technology will improve response times to water loss within the distribution system. Fewer leaks and better management of leaks will translate to less water needing to be pumped annually and therefore this new technology will help minimize groundwater depletion and help limit our reliance on non-renewable water supplies. From this macro perspective, this Hydrant.AI technology will help the city do its part in achieving safe yield for our Active Management Area.

The Hydrant.AI distribution system monitoring program will also help reduce water supply shortages by preventing leaks in their infancy, resulting in water savings which can be directed to water distribution as opposed to being needlessly lost within the system.

Natural disasters, such as monsoon events, may expose or wash away ground which could damage infrastructure resulting in leaks or main line breaks. Long-term and excessive groundwater pumping can also lead to subsidence and possible infrastructure damage. Using the Hydrant.AI monitoring system will detect changes in infrastructure in real-time, for any reason, allowing for them to be quickly remedied before the problem worsens and help protect our water supply infrastructure.

13. How will your water conservation activity align with a local, regional, or statewide water plan or integrated resource management plan?

Locally, this water conservation activity aligns with the City of Surprise Water Conservation Policy. Under Section II – Use of Innovation, the policy states “The City will support the development of innovative water conservation technologies to reduce the use of water and will utilize current technologies to monitor efficiencies of the City’s water systems.”

In addition, City of Surprise General Plan Goals under Chapter 4, Resources, Water Resources Element, Goal 2: Water Conservation: “Continue to promote water conservation in accordance with the adopted Water Resource Management Policies.

1. Implement conservation programs that meet Arizona Department of Water Resources conservation requirements.
2. Support conservation and efficient water use to minimize the need for new water sources.
3. Expand programs and regulations to reduce water waste.
4. Make information about water-conserving landscaping and water harvesting methods and resources available for property managers, designers, and homeowners.
5. Pursue water plans and policies that protect and benefit natural ecological systems.”

Using this technology will help minimize groundwater depletion by finding leaks as they occur and before they become a much larger and more wasteful problem. Eliminating water waste through our distribution system supports the regional goals of the Phoenix Active Management Area Fifth Management Plan to help achieve safe yield for our aquifers. The active management area approach is part of a larger state-wide effort by the Arizona Department of Water Resources to effectively manage our precious groundwater supplies for future generations.

14. What are the costs and benefits of your water conservation activity, including any environmental impacts?

COSTS of Hydrant.AI system: \$389,540.30

- 34 Hydrant AI devices: \$316,200.00
- Software Services: \$38,700.00 (annual service charge)
- Installation: \$14,000.00
- Spare batteries: \$4,150.00
- Battery Charger; \$250.00
- Hydrant AI Initial Set-up: \$235.00
- Shipping Cost: \$5,250.00
- Personnel costs: \$10,755.30

ANNUAL BENEFITS: \$95,734 total savings

- Reduction on chemical cost for arsenic treatment: \$4,500
- Electrical savings \$38,700
- Man-hour savings \$47,000
- Reduced maintenance/equipment wear \$5,000
- Landfill cost - \$534

ENVIRONMENTAL IMPACTS:

Presumed reduced pumping of groundwater by 262 AF/YR due to installation of Hydrant.AI technology. Reduction of the carbon footprint for fewer trips to the landfill for arsenic sludge disposal and fewer trips for chemical deliveries.

15. How will you measure the effectiveness of the conservation activity?

To measure the effectiveness of the conservation activity, we will quantify any decrease in well and booster pump run times and track any decrease in gallons pumped after the Hydrant.AI monitoring system is installed and we will compare it with past historical data. Both daily and monthly pumping averages will be reviewed.

III. Funding Sources

16. If your water conservation activity is eligible for funding from WIFA's Long-Term Water Augmentation Fund or Water Supply Development Fund, does the nature of your conservation activity make funding from those funds impractical, and why?

The leak detection and repair activities do not meet the criteria for the Long-Term Water Augmentation Fund or the Water Supply Development Fund. As stated on the WIFA website, "The Long-Term Water Augmentation Fund (LTWAF) was created to finance water supply development projects that would increase water supplies for the state of Arizona" and the Water Supply Development Fund is related to "Acquiring water or rights to or contracts for water to augment the water supply of a water provider..." The intention of this proposal is to provide ongoing leak detection which will promote long-term reductions in water use and increase efficiency in existing water supplies. This proposal is not intended to develop new water supplies or acquire water or water rights to augment our existing water portfolio.

17. Would the conservation activity be otherwise implemented without this grant funding? Explain.

The water distribution department is a newer department with only 4 personnel and limited resources and funding. One of the goals of the water distribution team is to ensure that water loss through leaks is eliminated or kept at a minimum. However, this important goal is secondary to ensuring the city always has reliable and safe drinking water.

Due to the intricacies involved in maintaining the water supply distribution system, without funding from the WCGF, this proposed conservation activity would likely have to be funded over a much longer period on a sort of piecemeal basis. Fewer real-time monitoring devices would result in incomplete monitoring of the entire system, leaving a portion of the system vulnerable to unknown water losses or leaks. Internal funding could also be subject to changes based upon other unexpected priorities (i.e. large emergency repairs) or additional budget constraints, once again, impacting the integrity of a full-fledged monitoring system.

This grant funding would provide us with an opportunity to prioritize our goals and take immediate action on reducing water loss.

18. To what extent will your water conservation activity maximize or leverage multiple available funding sources, including federal funding?

Currently, there are no other appropriate federal funding sources available. One possible source of funding might have been the Bureau of Reclamation's WaterSMART, Water and Energy Efficiency Grant. However, according to Grants.Gov website, the deadline for applying for that funding ended on July 28th, 2022. There is no indication on the Grants.Gov website of a Fiscal Year 2024 grant cycle for the Water and Energy Efficiency Grant. So that federal funding opportunity is not currently available.

This Water Conservation Grant Fund is expressly to fund governmental and non-governmental organizations projects that promote conservation and decrease water use. With the lower 25% cost share requirement, as compared to federal funds, the WCGF is the best available opportunity to maximize funding for conservation projects. These funds will allow the city to complete a full-scale implementation of leak detection on the city's entire water distribution system using the Hydrant.AI technology. Without this funding, the technology would have to be brought online incrementally over a much longer timeframe and be subject to changes in the city's budgetary priorities.

19. Are there cost-sharing opportunities with other applicants or other parties? Explain.

The City of Surprise will only be addressing the water distribution and service lines within their immediate service areas and owned solely by the city. Therefore, there are no real cost-sharing opportunities with other parties.

20. What is the source and amount of the match (including in-kind match)?

The source of the in-kind funding will come from two main sources under the City of Surprise enterprise funds. Phase 1 (Hydrant AI installation), Phase 2 (leak detection verification), and Phase 4 (system monitoring) will come directly from the water department's operational budget. Phase 3 (leak repairs) will come from the distribution asset replacement budget. The 25% cost share match will be split between personnel costs (\$10,755.30) and Equipment (\$13,700), Contractual (\$38,935) and Construction (\$14,000) for a total of \$77,390.30.

The ACTUAL cost share percentage is closer to 32% if training costs, installation of 27 units, and fringe benefits are included. This would result in higher personnel costs (\$21,182.10) and Fringe benefits (\$12,522.26). Adding these figures to the equipment, contractual and construction figures brings the Actual Cost Share to \$100,339.56, or 32%. (Please see Attachment "Hydrant AI Actual Cost Share" Excel sheet.)

IV. Capacity, Feasibility, & Public Comment

21. What qualifications and capacity do you have for completing your proposed water conservation activity? Include any past managerial deficiencies and provide the name(s) and qualifications of the individual(s) or entities who will be managing this activity.

The city of Surprise is fortunate to have several very capable and competent individuals who will ensure that the proposed water conservation activity will be completed within the required grant deadlines. These individuals are:

Anthony Dudley is the Water Manager and has over 33 years of experience within the water industry. He will directly oversee the implementation of the leak detection program. Anthony currently manages a \$7 million operational budget.

Taylor Ray is the Water Distribution Supervisor and has been in the water industry for 18 years. He will oversee the installation of each Hydrant.AI unit and subsequent program monitoring. He currently manages a \$350,000 annual budget.

Michael Boule is the Director of the Water Resource Management Department for the City of Surprise. Mr. Boule will offer higher level oversight for this program, as needed.

Andrea Davis is the Director of Finance for the City of Surprise and will offer financial oversight and support for this program, as needed.

Bob Wingenroth is the City Manager and will offer higher level oversight for this program, if needed.

22. Will there be significant management impacts as the result of the proposed conservation activity, or any technology associated with the conservation activity? (For example: additional costs or staffing requirements)

There will be no significant management impacts resulting from the installation of the Hydrant AI monitoring system. The water distribution system will relay sensor readings on water system pressure to the cloud via LTE cellular technology. The real-time readings will be assessed by the clouds AI technology which will provide immediate alerts to staff via their cell phone, email or to the software portal. Since staff regularly use their cell phones and computers during their work shift, there should be minimal changes in management of their activities. The chief benefit of this system is faster response times to leaks.

23. Will the proposed conservation activity promote collaborative partnerships to address water-related issues? Explain.

Collaborative partnerships have already been formed with the other municipalities, such as the City of Avondale and City of Goodyear. The project and its results will be shared and presented as a learning tool for other organizations to follow with possible presentations at the annual AZ Water Conference and/or the Tri-State Water Seminar. The City of Surprise will be the first city in Arizona utilizing this artificial intelligence technology and has agreed to provide tours to other municipalities to demonstrate the effectiveness of the leak detection and the system results.

24. What is the stakeholder involvement in the conservation activity planning process?

The stakeholder is the city of Surprise Water Services Department. Water Services will be responsible for ensuring that all appropriate staff are thoroughly trained in all aspects of the Hydrant.AI technology and ready and able to respond to leaks once notified by the Hydrant .AI system. Department staff will be responsible for installation of the majority of devices once trained by the vendor as well as a through audit of the entire water distribution system once the equipment is installed, as per the four-phase plan mentioned in Question 8.

25. Will the proposed conservation activity include public outreach and opportunities for the public to learn about the conservation activity? Explain.

The city currently has a robust public education and outreach program to support water conservation. This leak detection project is one more tool the city will use to continue to reduce physical water loss. If water conservation grant funding is received for this project, the water resources department will publish an article on the city's quarterly "Progress Magazine", acknowledging the funding source and the objectives of the grant. There may also be an opportunity for Surprise cable TV to do an in-depth segment on this project in their regular "Surprise Lately" television series. As mentioned above, the water distribution department is also willing to showcase this technology by providing tours to other cities.

26. Is there community and/or sector support for the conservation activity? Explain.

Currently the city encourages residents to conserve water by offering several types of water conservation rebates and providing educational courses on proper landscape watering techniques, irrigation maintenance, the benefits and beauty of desert adapted plants, turf conversions to xeriscape gardens, and many others. The reduction in the water allocations from the Colorado river has brought increased public awareness to finding ways to save water. In fact, over the past several months, the conservation program has experienced a substantial increase in the number of registrations and participants in the conservation outreach workshops. Given this increased level of interest in water conservation, we can safely assume that the general public would view pro-active monitoring of their public water supply for leaks very positively.

27. How feasible is it to complete your water conservation activity? Explain.

This water conservation activity is very feasible. While basic leak detection methodology is common practice within the water industry, Digital Water Solutions has gone beyond the conventional by adding proprietary artificial intelligence and machine learning into its sensor framework, resulting in superior leak detection products.

The entire four phase process may be time consuming, but locating leaks within the distribution system and making the necessary repairs will be accomplished within the grant timeframes provided. An additional advantage of this system is that completion of these tasks will have minimal to no impact on customers and minimal increase in staff time managing and monitoring the water distribution system.

28. If the conservation activity is a continuation of ongoing activities, has the activity been shown to be effective? If a new activity, has the proposed project, technology, or technique previously been implemented?

The proposed project or technology has not been previously implemented with the city of Surprise. However, Digital Water Solutions has had its equipment in the field in other states for over twelve years. The city of Surprise would be the first city in the state of Arizona to use it and our sister cities have already expressed interest in learning more from our results.

The Hydrant AI is cutting edge leak detection system with proven results, as shown in their case studies. Using this technology will allow us to be much more efficient in locating and fixing leaks while minimizing costs and employee labor. There are current work orders in our system for leaks on the distribution system that we are unable to pinpoint the origin.

Case studies can be viewed here: Case Studies using this technology can be found here: <https://digitalwater.solutions/case-studies/>

For your convenience, we've also attached case studies on projects with similar features to our demographics and water distribution system.

29. Will the proposed conservation activity implement an established Best Management Practice? Explain.

Leak detection programs are an established Best Management Practices as required by the Arizona Department of Water Resources (ADWR) in the Fifth Management Plan for the Phoenix Active Management Area. Specifically, Best Management Practices are found in Section 5.3: Municipal Conservation Programs, Subsection 5.3.1.3 Public Engagement Program & Additional Best Management Practices (BMP), Appendix 5B, Non-Per Capita Conservation Program Best Management Practices, Category 3.1 Distribution System Leak Detection and Mitigation.

ADWR Phoenix Active Management Area - Fifth Management plan can be found here: <https://new.azwater.gov/ama/management-plans>

Additional Supporting Documentation (pdf, jpg, word, excel)

Hydrant A1 Project Budget.xlsx

Additional Supporting Documentation (pdf, jpg, word, excel)

DWS Specification Sheet - 2023.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)

DWS-case-study-waterloo.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)

DWS-case-study-waterloo-long-running-leak.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)

Hydrant A1 Actual Cost Share.xlsx

Budget Status

I have completed the Budget Worksheet

Did you include indirect costs in your budget?

No

Average Score

of Reviews

0

of Denials

0

Additional Information

Please use the following link to view the Budget

Budget Worksheet

View Budget Worksheet

<https://portal.ecivis.com/#!/peerBudget/E45D89C5-7F1C-471D-9B09-69451BB5D6EA>

Application Goals

View Application Goals

<https://portal.ecivis.com/#!/peerGoals/351B045A-7152-42F9-A276-1927044852A3>

Text Box

Text Box

Text Box

Text Box

EXHIBIT B

Board Resolution

[See attached]

Grant Resolution 2024-193-City of Surprise

Water Infrastructure Finance Authority of Arizona

Section 1: Resolution

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the “*Authority*”) has received from the City of Surprise (the “*Local Grantee*”) a request (the “*Grant Application*”) for the Water Conservation Grant Fund (the “*Grant*”); and

WHEREAS, the Authority has determined that the Local Grantee has met the applicable requirements of the American Rescue Plan Act (“ARPA”), and Arizona Revised Statutes §§ 41-2702 et seq. and 49-1331 et. seq.; and

WHEREAS the terms and conditions under which the Grant will be made, and the obligations of the Local Grantee will be set forth in a grant agreement (the “*Grant Agreement*”) to be executed by the Local Grantee and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Board approves a portion of the Grant Application as detailed in section 2 of this Grant Resolution.

The Director of the Authority is hereby authorized and directed to execute the Grant Agreement with the Local Grantee to evidence a Grant in accordance with all applicable laws, the Grant Application, and the Summary detailed in Section 2 of this Grant Resolution.

The Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution.

This Resolution shall take effect immediately.

Dated: March 20, 2024

David Beckham
By: David Beckham (Mar 20, 2024 13:07 PDT)
Chairman

Grant Resolution 2024-193-City of Surprise

Water Infrastructure Finance Authority of Arizona

Section 2: Summary

2.1 Grant Number

WC4-167-2024

2.2 Description

Surprise's Water Resource Department will purchase and install leak detection technology called Hydrant.AI. Hydrant.AI can listen for acoustic anomalies and collect data within piping systems to identify if a leak or break has occurred or is occurring.

2.3 Grant Amount

\$309,560

EXHIBIT C

Scope of Work

Program/Project Title:	Water Distribution Optimization and Leak Detection using Hydrant.AI Technology		
Grant Award:	\$309,560.00		
Match Amount and Source of Match (Cash and/or In-kind):	<i>(Breakdown the amount of cash and/or in-kind match being provided)</i> Match: \$77,390.00 CASH: \$77,390.00 IN-KIND:		
Scope of Work:	The water conservation project will occur in four phases over the course of the grant, as follows: • 1st Phase – Purchase and installation of leak detection and pressure monitoring technology. • 2nd Phase – Perform on-the-ground leak verification on the entire water distribution system. • 3rd Phase – Perform repairs of any leaks found within the distribution system. • 4th Phase – Continual and ongoing monitoring of the distribution system.		
Purpose of project/program:	Surprise's Water Resource Department will purchase and install leak detection technology called Hydrant.AI. Hydrant.AI can listen for acoustic anomalies and collect data within piping systems to identify if a leak or break has occurred or is occurring. The purpose of the project is to eliminate water loss within the water distribution system resulting in an immediate improvement in water use reliability and contribute to long term reductions in system water use. Unknown system leaks will be detected and corrected in their infancy and leaks will be prevented from turning into significant line breaks or ruptures, thereby offering long term reductions in water use and making the entire water distribution system more reliable.		

Estimated grant draws by month for the fiscal period beginning November 2023 and ending June 2026

Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
\$	\$	\$	\$	\$	\$
Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
\$	\$	\$	\$	\$	\$

Note all grants must adhere to the following benchmarks as described in section 2.6.3 of this grant agreement.

- *Expend 5% of the Award by December 2, 2024.*
- *Expend 50% of the Award by December 31, 2025.*
- *Expend 75% of the Award by March 31, 2026.*

Scope of Work Schedule Narrative:
<i>(Describe timelines, expectations of when projects will start/complete, etc.)</i>

EXHIBIT D

General Terms and Conditions

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

1. Agreement Interpretation.

- 1.1. Captions and Headings. The captions and headings contained in this Agreement are included for convenience of reference only and are not intended to limit or enlarge the terms of this Agreement.
- 1.2. Choice of Law. The substantive laws of Arizona shall govern the interpretation, validity, performance and enforcement of this Agreement. A tribal government, by executing this Agreement, hereby waives any defense it may have of tribal sovereign immunity for the limited purpose of providing for the enforcement of this Agreement in accordance with its terms.
- 1.3. Date Calculation. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- 1.4. Implied Agreement Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
- 1.5. Order of Precedence. In the event of a conflict in the provisions of the Agreement, as accepted by the Grantee and the Authority, and as they may be amended from time to time, the following shall prevail in the order set forth below:
 - 1.5.1. Federal provisions;
 - 1.5.2. Agreement Amendments;
 - 1.5.3. Agreement; then
 - 1.5.4. General Terms and Conditions.
- 1.6. Relationship of Parties. Neither Party to this Agreement shall be deemed to be the employee or agent of the other Party to the Agreement.
- 1.7. Severability. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.
- 1.8. Third-Party Rights. Nothing in this Agreement is intended to create any third-party beneficiary rights; and Grantee and the Authority expressly state that this Agreement does not create any third-party rights of enforcement.
- 1.9. Waivers. No term or provision hereof will be considered waived by either Party, and no breach is excused or consented to by either Party, unless such waiver or consent is in writing and signed on behalf of the Party against whom the waiver is asserted. No express or implied consent by either Party to, waiver of, or failure of a Party to enforce its rights with respect to a breach by the other Party shall constitute consent to or, waiver of any subsequent or other breach by the other Party. Neither the failure nor the delay of the Authority to exercise any right, power or privilege under this Agreement

shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

2. Agreement Administration and Operation.

- 2.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to generally accepted accounting procedures.
 - 2.2. Audits and Inspections. The Authority shall have the right of access to records of the Grantee in order to conduct audits or other investigations. Upon request, the Authority's authorized representatives shall be provided with access and shall have the right to examine all documents, financial records, facilities, and activities related to Grantee's performance of this Agreement and to the receipt and expenditure of the Award. Grantee agrees to rectify issues identified in audits within the Authority prescribed time periods. Failure to comply with the request for audit or inspection, or a lack of documentation and records, is cause for termination of this Agreement or withholding of future disbursements.
 - 2.3. Audit Exceptions. If federal or state audit exceptions are made relating to this Agreement, Grantee shall reimburse all costs incurred by the State of Arizona and the Authority associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from the Authority, Grantee shall reimburse the amount of the audit exception and any other related costs directly to the Authority as specified by the Authority in the notification.
 - 2.4. Procurement. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The Authority may review any procurement solicitations that Grantee issues. The Authority's review and comments will not constitute an approval of the solicitation. Regardless of the Authority's review, the Grantee remains bound by all applicable laws, regulations, and Agreement terms. If during its review, the Authority identifies any deficiencies, then the Authority shall communicate those deficiencies to the Grantee within seven (7) business days.
 - 2.5. Retention. Pursuant to A.R.S. § 35-214 and 35-215, Grantee shall retain all records relating to this Agreement for a period of five years from the date of final payment to Grantee or as required by applicable law, whichever is longer.
3. Insurance. Grantee and its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors.
- 3.1. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Agreement by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.
 - 3.2. Minimum Scope and Limits of Insurance. Grantee shall provide coverage with limits of liability not less than those stated below.

3.2.1. Commercial General Liability (CGL) – Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$1,000,000

3.2.1.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

3.2.1.2. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
-------------------------------	-------------

3.2.2.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non- owned by the Grantee.

3.2.2.2. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3. Workers' Compensation and Employers' Liability.

• Workers' Compensation Statutory	
• Employers' Liability	
o Each Accident	\$1,000,000
o Disease – Each Employee	\$1,000,000
o Disease – Policy Limit	\$1,000,000

3.2.3.1. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3.2. This requirement shall not apply to any entity that is exempt under A.R.S. § 23-901, and when such entity executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

- 3.3. **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
- 3.3.1. The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Authority, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E).
- 3.3.2. Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Agreement.
- 3.4. **Notice of Cancellation.** Applicable to all insurance policies required within the Insurance Requirements of this Agreement, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).
- 3.5. **Acceptability of Insurers.** Grantee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.
- 3.6. **Verification of Coverage.** Contractor shall furnish the Authority with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Grantee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates. All such certificates of insurance and policy endorsements must be received by the State before work commences. The Authority's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement. All certificates required by this Agreement shall be sent directly to the Authority. The State of Arizona project/Agreement number and project description shall be noted on the certificate of insurance. The Authority reserves the right to require complete copies of all insurance policies required by this Agreement at any time.
- 3.7. **Subcontractors.** Grantee's certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Authority reserves the right to require, at any time throughout the life of this contract, proof from the Grantee that its subcontractors have the required coverage.
- 3.8. **Exceptions.** In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self- insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

4. Certifications Required by State Law.

- 4.1. If the Grantee is a Company as defined in A.R.S. § 35-393, the Grantee certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. § 35-393 and will refrain from any such boycott for the duration of this Agreement.
- 4.2. The Grantee further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.
- 4.3. Immigration Laws. Grantee certifies and warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that any contractor or subcontractor who is contracted by Grantee to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A). Any breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. The Authority retains the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in this paragraph and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection.
- 4.4. Non-Discrimination. Grantee certifies and warrants that it shall comply with the provisions of State Executive Order 2009-9. In performing this Agreement, Grantee shall not, and shall ensure that any and all contractors, subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious cred, national origin, physical disability, mental disability, medical condition, age, marital status, or any other basis prohibited under law. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
5. Reversion of Remaining Funds. Upon expiration or termination of this Agreement, Grantee shall transfer to the Authority any unexpended funds provided to Grantee by the Authority under this Agreement.

Acknowledgment

The Grantee, CITY OF SURPRISE, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By: _____
Signature

Date: _____

Bob Wingenroth, City Manager

Print Name and Title

For: CITY OF SURPRISE
Grantee Name

Tax ID No.: 86-6007796

EXHIBIT E

Federal Provisions

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Grantee provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Grantee's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance.

Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances apply to all federal financial assistance from, or funds made available through the Department of the Treasury, including any assistance that the Grantee may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Grantee's program(s) and activity(ies), so long as any portion of the Grantee's program(s) or activity(ies) is federally assisted in the manner prescribed above.

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

ARTICLE I - ARPA Terms and Conditions

- 1.1. **Accounting.** Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to Generally Accepted Accounting Principles. As defined by 2 C.F.R. Part 200, Subpart A, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board.
- 1.2. **Use of Funds.** Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- 1.3. **Capabilities.** Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 1.4. **Reporting.** The Grantee agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 1.5. **Maintenance of and Access to Records.** Grantee shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 1.6. **Pre-Award Costs.** Pre-award costs are allowable only to the extent permitted in 2 C.F.R. § 200.458. Pursuant to the Treasury's SLFRF FAQ, Section 2.6, the ARPA final rule permits funds to be used to cover costs incurred beginning on March 3, 2021. Pre-award costs shall be allowable subject to the terms and conditions of the Agreement.

- 1.7. Administrative Costs. Grantee may use funds provided under this award to cover both direct and indirect costs.
- 1.8. Compliance with Applicable Law and Regulations. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:
 - 1.8.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - 1.8.2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - 1.8.3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - 1.8.4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - 1.8.5. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - 1.8.6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - 1.8.7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - 1.8.8. Generally applicable federal environmental laws and regulations.
- 1.9. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - 1.9.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - 1.9.2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- 1.9.3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - 1.9.4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and
 - 1.9.5. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 1.10. Remedial Actions. In the event of Grantee's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
 - 1.11. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
 - 1.12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] by the U.S. Department of the Treasury."
 - 1.13. Debts Owed the Federal Government. Any funds paid to Grantee: (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Grantee shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
 - 1.14. Disclaimer. The United States expressly disclaims all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.
 - 1.15. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of

gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- 1.15.1. A member of Congress or a representative of a committee of Congress.
 - 1.15.2. An Inspector General.
 - 1.15.3. The Government Accountability Office.
 - 1.15.4. A Treasury employee responsible for contract or grant oversight or management. An authorized official of the Department of Justice or other law enforcement agency;
 - 1.15.5. A court or grand jury; or
 - 1.15.6. A management official or other employee of Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - 1.15.7. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 1.16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE II – Civil Rights Compliance

- 2.1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 2.2. Grantee acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and

- agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.
- 2.3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>. OMB Approved No. 1505-0271 Expiration Date: April 30, 2025.
 - 2.4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.
 - 2.5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
 - 2.6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
 - 2.7. Grantee shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
 - 2.8. Grantee shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department of the Treasury if Grantee has received no complaints under Title VI.
 - 2.9. Grantee must provide documentation of an administrative agency or court's findings of non-

compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other OMB Approved No. 1505-0271 Expiration Date: April 30, 2025, agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.

- 2.10. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law. Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Grantee's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Grantee is in compliance with the aforementioned nondiscrimination requirements.

ARTICLE III - Conflicts of Interest Acknowledgment

- 3.1. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity (program or project) funded under this award. Grantee must disclose in writing to the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 3.1.1. The Grantee must maintain standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- 3.1.2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- 3.1.3. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. However, Grantees may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

ARTICLE IV - Debarment and SAM.GOV Certification

- 4.1. The Grantee certifies that, neither the Grantee nor any owner, partner, director, officer, or principal of the Grantee, nor any person in a position with management responsibility or responsibility for the administration of federal funds:
- 4.1.1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or

voluntarily excluded from covered transactions by any federal or state department/agency;

- 4.1.2. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 4.1.3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- 4.1.4. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 4.2. The Grantee is “Actively” registered with SAMS (Service for Award Management) and has been assigned the following UEI Number: CNDLLN6WTTE3 found at www.sam.gov.
Include date SAM.GOV registration begins and ends
_____.
- 4.3. The Grantee further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

ARTICLE V - Lobbying Certificate Disclosure

- 5.1. For each bid, request for reimbursement, or offer, that exceeds \$100,000, the Grantee certifies, to the best of his or her knowledge and belief, that:
 - 5.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 5.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - 5.1.3. The Grantee shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 5.2. This certification is a material representation of the fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31 CFR Part 21.

ARTICLE VI - Audit Statement

- 6.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. [Subpart F – Audit Requirements](#) of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- 6.2. If Grantee expends more than seven hundred and fifty thousand dollars (\$750,000) in federal awards during a fiscal year, Grantee will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and Grantee must:
 - 6.2.1. Provide a copy of Grantee’s single audit in the eCivis file reporting area; and
 - 6.2.2. Upload a copy of Grantee’s alternative audit or financial budget audit in the eCivis file reporting area.

ARTICLE VII – Non-supplanting Certification

- 7.1. Supplanting. Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If the Authority has reason to believe supplanting has or will occur, the Grantee shall supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- 7.2. Certification. By signing this Agreement, the Grantee certifies that any funds awarded under this Agreement shall be used to supplement existing funds for activities contemplated under this Agreement and will not supplant or replace nonfederal funds that have been appropriated for the purposes and goals of the Agreement.
- 7.3. Penalties. The Grantee understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds awarded under the Agreement, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

ARTICLE VIII – Miscellaneous

- 8.1. Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. Grantee shall take affirmative steps to solicit and include small, minority, and women owned businesses, when possible, in an effort to encourage participation and fair competition in providing supplies/services described in this solicitation. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum

participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. If subcontracts are to be let, Grantee shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as required by 2 C.F.R. § 200.321.

ARTICLE IX - Acknowledgment

The Grantee, CITY OF SURPRISE, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By: _____

Signature

Date: _____

Bob Wingenroth, City Manager

Print Name and Title

For: CITY OF SURPRISE

Grantee Name

Tax ID No.: 86-6007796

EXHIBIT F

Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] City Manager and the duly authorized representative of the Grantee and that I possess the legal authority to make this Affidavit on behalf of myself and the Grantee for which I am acting.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has been convicted of, or has had probation before judgment imposed, or has pleaded nolo contendere to a charge or bribery, attempted bribery, or conspiracy to bribe in violation of Arizona law, or the law of any other state, or federal law, except as follows *[indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Grantee]:*

AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has:

1. Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
2. Been convicted of any criminal violation of a state or federal antitrust statute.
3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract.

Water Conservation Grant Fund

4. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), or (3) above.
5. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
6. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts, or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows ***[list each debarment or suspension, providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, and the status of any debarment]:***

AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows ***[indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:***

SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, has knowingly entered into a contract with a public body under which a person debarred or suspended will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, have in any way:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the award that is being entered into with the Authority.
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Grantee or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the award that is being entered into with the Authority.
3. Colluded with anyone to obtain information concerning the award that would give the Grantee an unfair advantage over others.

ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Authority and may be distributed to units of the State of Arizona and the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Arizona, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this application for an award shall be construed to supersede, amend, modify, or waive the exercise of any statutory right or remedy conferred by the Constitution and the laws of Arizona with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the Grantee with respect to this Affidavit, the award, and other Affidavits comprising part of this Agreement.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF ARIZONA, THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

EXHIBIT G

Reimbursement Request & Monthly Reporting Form

This Reimbursement Request & Monthly Reporting Form is included as an example of the type of report Grantee should expect to submit on a monthly basis. The Authority reserves the right to request additional information and to modify this form.

Grantee Information (Subrecipient)			
Organization		Grant No.	
Contact Person		Contact Title	
Physical Address		City, State, Zip	
Phone Number		Email	
Sam.Gov UEI #			
Organization Internal Account Number:			
Median Household Income of service area			
Lowest Quintile Income of the service area			
Project/Program Information			
Grant Amount			
Match Amount			
Total Project Cost			
Since the previous disbursement request have total project/program cost estimates changed by 5% or more due to a Change Order or other project/program event? If Yes, explain		☐ Yes ☐ No	
Projected/actual construction start date (month/year)			
Projected/actual initiation of operations date (month/year)			
Project/Program Location (address, City, and zipcode)			
Does the project/program prioritize local hires?		☐ Yes ☐ No	
Does the project/program have a Community Benefit Agreement? If yes include a description of any such agreement		☐ Yes ☐ No	
Is this project aligned with another federal award? If yes, provide the federal award information and the PWS # for drinking water projects or the NPDES # for clean water projects		☐ Yes ☐ No	
		Federal Grant: PWS: NPDES:	
Award Information (Subaward) – One per vendor			
Obligated Amount/Contract Amount			
Date Obligated/Contract Executed Date			
Vendor Name			
Vendor Physical Address			
Vendor City, State, Zip			
Vendor Sam.Gov UEI #			
Vendor Debarment Statement Y or N			
Expenditure during this reporting period (attach invoices for payment)			
Remaining contract amount			

All procurement documentation of Award expenditures has been maintained and can be produced upon request?	☐ Yes ☐ No	
Invoices, Receipts, and other Payment Tracking – One per receipt / invoice / request for funds		
List of each contractor, subcontractor, or vendor that provided supplies, equipment, construction, or other goods or services included in this disbursement request.		
List of each invoice number and invoice date		
The amount being requested from grant proceeds		
The amount the grantee will provide as part of the 25% match requirement and the source of the match		
The total invoice amount (the amount requested, plus the match amount must equal the total invoice amount)		
Performance Measures & Outcomes		
Have you started the program/project?	☐ Yes ☐ No	
If you answered Yes, what date did program/project start?		
Is the program/project 25% complete?	☐ Yes ☐ No	
Is the program/project 50% complete?	☐ Yes ☐ No	
Is the program/project 75% complete?	☐ Yes ☐ No	
Is the program/project on schedule to complete the Scope of Work as described in the grant agreement? <i>If no, please note an amended Scope of Work Schedule must be submitted</i>	☐ Yes ☐ No	
Actual water savings in acre-feet associated with this grant award (as available)		
Projected water savings in acre- feet associated with this grant award (if changed from original application)		
Most recent reported system deliveries:		
Narrative – Description of how the funds were used and what was accomplished.		

To receive reimbursement:

- **Grantee must attach invoices for costs incurred;**
- **Vendors must be registered through SAM.GOV and have an active Unique Entity Identifier (UEI) Number.**

Grantee Representative Signature

Printed Name			
Title			
Signature		Date	

RESOLUTION # 2024-82

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ACCEPT A GRANT AWARD FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA IN THE AMOUNT OF \$309,560 AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$ 387,000 TO PROJECT G71031 AND AMENDING THE FISCAL YEAR 2024 CONTRACT AWARDING AUTHORITY LIST BY ADDING 24369 WIFA WATER DISTRIBUTION OPTIMIZATION ITEM FOR \$387,000.

WHEREAS, the Water Infrastructure Finance Authority of Arizona (WIFA) offers grants to organizations for use in responding to the COVID-19 public health emergency, including making necessary investments in water, sewer, and broadband infrastructure;

WHEREAS, the City of Surprise has been awarded \$309,560.00 to purchase and install technology to monitor pressure and detect leaks within the water distribution system;

WHEREAS, pursuant to the terms of the grant and State statute, the City shall have a local match of at least twenty-five percent (25%);

WHEREAS, the City of Surprise desires to accept this grant and install the leak detection and pressure monitoring technology within the City of Surprise Special Planning Area 1 and Special Planning Area 2 service areas;

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

WHEREAS, this action will necessitate a budget amendment;

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

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the Fiscal Year 2024 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

Section 3. The City is hereby authorized to accept the grant in the amount of \$309,560.00 from the Water Infrastructure Finance Authority of Arizona. The agreement between the Water Infrastructure Finance Authority of Arizona and the City of Surprise, attached as *Exhibit C* and incorporated by reference, is approved.

Section 4. 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 only:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-82
Exhibit A

1. Appropriation - The allocation listed below represents a movement of budget authority in the amount of \$309,600 from the Contingency Fund and \$77,400 from the Water Utility Capital Fund to establish a budget for Project G71031 WIFA Distribution Optimization Grant to cover the projected expenditures associated with the purchase and install of technology to monitor pressure and detect leaks within the water distribution system. 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
Water Utility Capital	General Operations	Contingency	E	873,500	(77,400)	796,100
Water Utility Capital	Water Resource Management	#G71031 FY24 WIFA Distribution Optimization	E	-	77,400	77,400
Contingency	General Operations	Contingency	E	56,325,700	(309,600)	56,016,100
Grants	Water Resource Management	#G71031 FY24 WIFA Distribution Optimization	E	-	309,600	309,600
Contingency	General Operations	Other	R	73,984,900	(309,600)	73,675,300
Grants	Water Resource Management	#G71031 FY24 WIFA Distribution Optimization	R	-	309,600	309,600
Expense Total				57,199,200	-	57,199,200
Revenue Total				73,984,900	-	73,984,900

RESOLUTION # 2024-82
Exhibit B

1. Contract Awarding Authority List – Add \$387,000 for the purpose of expanding the rebate program to the Fiscal Year 2024 Contract Awarding Authority List. This amount was based on the acceptance of the WIFA Water Conservation Grant in the amount of \$309,600 and the city required match of \$77,400.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
24369	WIFA Distribution Optimization	\$0	\$387,000	\$387,000

RESOLUTION # 2024-82
Exhibit C
(Agreement)



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to the approval of the Intergovernmental Agreement (IGA) between the Arizona Department of Public Safety (DPS) and the City of Surprise Police Department to provide one AZ POST certified sworn law enforcement officer ("Officer") to the Gang & Immigration Intelligence Team Enforcement Mission ("GIITEM") State Gang Task Force on a full-time basis for such assignments, as directed by DPS; Resolution #2024-78.

Motion:

I move to approve Resolution #2024-78.

Background:

The Surprise Police Department agrees to provide one AZ POST certified sworn law enforcement officer to the GIITEM on a full-time basis. DPS has agreed to reimburse the City of Surprise 75% of personnel services, employee-related expenses and overtime compensation related to GIITEM-related activities only, not to exceed 20 hours per month, for the services provided.

Objective Analysis:

Acceptance of this agreement will allow the department to enhance law enforcement services concerning gang immigration intelligence through cooperative efforts. The Surprise Police Department will be responsible for the administrative effort required to monitor and record the employee time spent, submitting regular reports to the reimbursement agency.

Policy Compliant:

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

Financial Impact:

This agreement will provide 75% reimbursement of FY2024 salary, benefits and overtime compensation for GIITEM-related activities only, not to exceed 20 hours of overtime per month, to be paid in monthly payments to offset the costs associated with this service. The terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2025. This is a yearly agreement and shall renew annually on July 1 of each year for a period not to exceed four (4) years. The

remaining costs not provided by the agreement, 25%, would be absorbed by the Police Department's current operating budget.

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. Resolution 2024-78 IGA DPS GIITEM IGA Accepted052324
 2. AZ Dept of Public Safety Gang Immigration Intelligence Team Enforcement Mission (GIITEM)
-

RESOLUTION # 2024-78

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY (DPS) TO PROVIDE ONE AZ POST CERTIFIED SWORN LAW ENFORCEMENT OFFICER (OFFICER) ON A FULL-TIME BASIS TO THE GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) STATE GANG TASK FORCE OF MARICOPA COUNTY, STATE OF ARIZONA.

WHEREAS, pursuant to Arizona Revised Statute §11-952, et seq., the City of Surprise has the authority to enter into intergovernmental agreements (IGA) with other governmental entities for the purposes set forth within;

WHEREAS, the Gang & Immigration Intelligence Team Enforcement Mission ("GIITEM") State Gang Task Force is in need of one AZ POST certified sworn law enforcement officer (Officer); and,

WHEREAS, the City of Surprise has Officers who are capable of providing services for such assignments, as directed by the Arizona Department of Public Safety (DPS), to the State Gang Task Force; and

WHEREAS, the City of Surprise is willing to make one Officer available to provide these services; and

WHEREAS, the terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2025. This is a yearly agreement and shall renew annually on July 1 of each year for a period not to exceed four (4) years. All prior agreements between DPS and the City of Surprise regarding GIITEM gang enforcement participation are superseded as of the effective date of the IGA;

WHEREAS, DPS is willing to pay 75 percent of FY2024 personal services, employee-related expenses and overtime compensation for GIITEM-related activities only (based upon DPS rules, overtime is not to exceed 20 hours per month) to be made in monthly payments; and

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 Arizona Department of Public Safety, 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 agreements.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-78

Exhibit A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND
THE ARIZONA DEPARTMENT OF PUBLIC SAFETY (DPS)**

(BEGINS ON THE NEXT PAGE)

**INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ("IGA"), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the Surprise Police Department ("Agency").

The purpose of this Agreement is to enhance law enforcement services concerning the criminal activities of street gangs through the cooperative efforts of the parties.

DPS is authorized to enter into this IGA pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement agree to the following terms and conditions.

I. PARTICIPATION

Agency agrees to assign one AZPOST certified sworn law enforcement ("officers") to DPS's Gang & Immigration Intelligence Team Enforcement Mission ("GIITEM") on a full-time basis for the suppression of gang activity and enforcement of gang-related crimes, as directed by DPS. The Agency agrees the assigned officers shall be in compliance with DPS residency requirements.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide officers with all employment-related benefits, rights, and privileges. The officers must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process.

II. DPS'S RESPONSIBILITIES

Based upon the officers' completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA. Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for GIITEM-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). An officer must perform a minimum of 40 hours of GIITEM-related work for DPS to reimburse for overtime in any given week. The 20 hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

All DPS-approved travel expenses will be reimbursed directly to the officers by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for travel expenses shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to Agency officers. Officers are responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for GIITEM purposes only. Officers must meet the ADOA driver training requirements.

Any other equipment assigned to officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. AGENCY'S RESPONSIBILITIES

Prior to the officer(s) commencing work at DPS/GIITEM, Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least 60 days prior to the effective date of the change.

IV. IMMIGRATION

All parties agree to comply with A.R.S. §§ 23-214 and 41-4401.

V. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-01.

VI. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, 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, agents, employees, or volunteers.

VII. DRUG FREE WORKPLACE

Any officers assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with Agency's guidelines. If Agency does not have a drug free program, officers will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to Agency for officers who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or failure to pass DPS drug screening requirements.

VIII. RECORDKEEPING

All records regarding the IGA, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

IX. FEES

Neither party may charge the other for administrative fees for any work performed pursuant to the IGA.

X. JURISDICTION

Agency agrees to permit officers to work outside of their regular jurisdictional boundaries.

XI. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. § 23-1022 D., for the purposes of workers compensation coverage, Agency officers shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any claims occurring during the officer's assignment to GIITEM.

XIII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2025. The IGA shall renew annually on July 1 of each year for a period not to exceed four (4) years. All prior agreements between DPS and Agency regarding GIITEM gang enforcement participation are superseded as of the effective date of this IGA.

XV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XVI. CANCELLATION

This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the effective date of the termination. All property shall be returned to the owning party upon termination.

XVIII. NOTICE

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 3700
Phoenix, AZ 85005

IX. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

OTHER AGENCY

By _____
Lt. Colonel Ken Hunter, Deputy Director

By _____

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Assistant Attorney General

City/County Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to authorizing the acceptance of a grant award from the Arizona Department of Administration and approving a Fiscal Year 2024 budget amendment moving budget in the amount of \$396,300 for expenses related to the City's emergency telecommunication system; Resolution #2024-103.

Motion:

I move to approve Resolution #2024-103

Background:

The Arizona Department of Administration requires 9-1-1 planning to be done at the local level as referenced in the State of Arizona Administrative Code, Title 2, Chapter 1, Article 4 Emergency Telecommunications Services Revolving Fund. The State of Arizona Office of Grants and Federal Resources Arizona 9-1-1 Program Office announced the availability of funds for Fiscal Year 2024-2025 to Public Safety Answering Points (PSAP). The City of Surprise Police Department applied and was awarded grant funding for the Adoption and operation of the Next Generation 9-1-1 (NG9-1-1) system that supports the goals of Arizona's 9-1-1 program.

Objective Analysis:

Acceptance of this grant will allow the police department to update the infrastructure of the network along with the hardware and software to stay in line with the upgraded 9-1-1 system. The Department will be responsible for administrative efforts required to monitor and record employee time spent in overseeing the grant and to submit regular financial and activity reports 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 one-time grant will provide \$396,207 for monthly recurring costs, maintenance, and support for the operation of the Next Generation 9-1-1 (NG9-1-1) system that supports the goals of Arizona's 9-1-1 program. There is no city-match requirement.

Budget Impact:

The FY2024 adopted budget did not include appropriations for revenue related to the Arizona Department of Administration grant award to the Police Department. Acceptance of this grant will require a movement of budget authority in the amount of \$396,300 from General Fund project P31190 for expenses and from General Contingency for revenues to project G31450A 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. Res 2024-103 Arizona Department of Administration 911 Grantaccepted060424
 2. Surprise 911-FY25_Grant Agreement (1)053124
-

RESOLUTION # 2024-103

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF ADMINISTRATION TO ACCEPT GRANT FUNDING AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$396,300 FROM GENERAL FUND PROJECT P31190 FOR EXPENSES AND GENERAL CONTINGENCY FOR REVENUE TO PROJECT G31450A IN THE GRANTS FUND FOR NEXT GENERATION 9-1-1 MONTHLY MAINTENANCE AND SUPPORT COSTS.

WHEREAS, the State of Arizona Department of Administration has awarded the City of Surprise Police Department a grant for the adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support.

WHEREAS, the City of Surprise Police Department desires to accept the award and enter into the grant agreement;

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 Grant Agreement between the City of Surprise and the Arizona Department of Administration attached as Exhibits B are approved.

Section 3. 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 agreements.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-103
Exhibit A

1. Appropriation - The allocation below represents a movement of budget in the amount of \$396,300 from General Fund project P31190 to project G31450A in the Grants Fund for expenses and movement of budget for revenue from General Fund Contingency to project G31450A in the Grants Fund. The FY 2024 adopted budget did not include appropriations for revenue related to the Arizona Department of Administration grant award to the Police Department. 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	#G31450A FY25 Arizona 9-1-1 Program	E	-	396,300	396,300
Grants	Police	#G31450A FY25 Arizona 9-1-1 Program	R	-	396,300	396,300
General Fund	Police	#P31190 Arizona 9-1-1 Program	E	718,500	(396,300)	322,200
Contingency	General Operations	Other	R	73,984,900	(396,300)	73,588,600
Expense Total				718,500	-	718,500
Revenue Total				73,984,900	-	73,984,900

RESOLUTION # 2024-103

Exhibit B

**GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA
DEPARTMENT OF ADMINISTRATION**

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: **ADOA-AZ911-25-34**

This Grant Agreement (“**Agreement**”) is between the **City of Surprise**, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2024 and terminate on June 30, 2025. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
 - 5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:
 - 5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
 - 5.1.2. Facilitate the migration of the State’s PSAPs to the Next Generation of 9-1-1 capability
 - 5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network
 - 5.1.4. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.
 - 5.1.5. The National Emergency Number Association (NENA) defines NG9-1-1 as: “An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected

communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations.”

- 5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:
 - 5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator’s agency.
 - 5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.
 - 5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.
 - 5.2.4. Supplies. Costs associated with supplies related to System Administration functions.
 - 5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.
- 5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
- 5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.
- 5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.
- 5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
- 5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.12. Required activity and financial reports are submitted according to the following schedule(s):

2. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS			
Report Due:	Due Date:		
GIS Data Submissions	Quarter 1 September 30, 2024		
	Quarter 2 December 31, 2024		
	Quarter 3 March 31st, 2025		
	Quarter 4 June 30th, 2025		
FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

6.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed **\$396,207** in state funds.

6.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

6.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$389,700
Construction	\$0.00

Other Costs	\$6,507
Total	\$396,207

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

- 7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other “records” relating to the acquisition and performance of the agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.
- 7.2. Non-Discrimination. The grantee shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.
- 7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, and the grantee’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees facilities nor Materials testing shall constitute final acceptance of the Materials or Services.
- 7.5. Advertising, Publishing and Promotion of Award. The grantee shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.
8. Federal Immigration and Nationality Act. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.
9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
 - 10.1.1. Accept a decrease in award offered to the grantee;
 - 10.1.2. Cancel the award; or
 - 10.1.3. Cancel the award and re-solicit the requirements.
11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Grantee further warrants that its key personnel will maintain any and all certifications relevant to their work, and grantee shall provide individual evidence of certification to State’s authorized representatives upon request.

12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the award, the Grants Administrator may determine that grantee has materially breached the agreement and may void the submitted application and any resulting agreement.
13. Agreement Termination
 - 13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.
 - 13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
15. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).
16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
18. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.
20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways

reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
27. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374
ATTENTION: Rey Sanchez

Arizona Department of Administration
Arizona 9-1-1 Program

**GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: <https://gao.az.gov>
5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.
6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.
7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

_____	_____
Authorized Signatory	Date

Printed Name and Title

_____	_____
Additional signature(s) if required by political subdivision	Date

_____	_____
Printed Name and Title	Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

_____	_____
Arizona 9-1-1 Program	Date
Arizona Department of Administration	



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Toll at Prasada, Unit Q – Phase 3 – SF South” and dated March 19, 2024, a property located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS24-0089.

Motion:

I move to approve the Final Plat entitled, “Toll at Prasada, Unit Q – Phase 3 – SF South” and dated March 19, 2024.

Background:

The subject request involves a Final Plat for Unit Q, Phase 3, south of the Toll at Prasada development (AKA Sterling Grove). The proposed Final Plat proposes 40 lots, all of which are proposed to be Lot Category ‘E’ (5-Pack). Unit Q was also included in the Phase 2 Infrastructure Plat that was approved under case FS19-061 and was depicted in said Final Plat as a single development parcel.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00-FS24-0089 Toll at Prasada Unit Q PH 3 South Final Plat - Staff Report
 2. 01-FS24-0089 Toll at Prasada Unit Q PH 3 South Final Plat - Vicinity Map
 3. 02-FS24-0089 Toll at Prasada Unit Q PH 3 South Final Plat - Zoning Map
 4. 03-FS24-0089 Toll at Prasada Unit Q PH 3 South Final Plat - Final Plat
 5. 04-FS24-0089 Toll at Prasada Unit Q PH 3 South Final Plat - Landscape Plan
 6. 05-FS24-0089 Toll at Prasada Unit Q PH 3 South Final Plat - Luke AFB Letter
 7. FS24-0089 Toll at Prasada Unit Q PH 3 South Final Plat - CC Presentation
-

Case: FS24-0089

Project Name: Toll at Prasada Unit Q PH 3 South Final Plat

Council District: 3 – Mesquite

Meeting Date: June 18, 2024

Planner: Tanner Wessel, Planner II

Owner: Toll Prasada, LLC & Sterling Grove Community Association Inc

Applicant: Aaron Insco of Toll Brothers AZ Construction Co.

Request: Final Plat for 40 single-family homes within Unit Q Phase 3 South located of the Toll at Prasada (AKA Sterling Grove) development

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

Site Size: Approximately 7.54 net acres

Density: 5.31 net DU/AC

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

Findings:

- The proposed Final Plat is consistent with the Prasada PAD.
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS23-0840.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

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

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

PROJECT DESCRIPTION:

The subject request involves a Final Plat for Unit Q – Phase 3 South of the Toll at Prasada development. The proposed Final Plat proposes 40 single-family lots and 14 tracts. Unit Q was also included in the Phase 2 Infrastructure Plat that was approved under case FS19-061 and was depicted in said Final Plat as a single development parcel.

EXISTING ZONING:

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



Prasada PAD Residential	Prasada PAD Residential	Prasada PAD Residential
Prasada PAD Residential	Prasada PAD Residential	Prasada PAD Residential
Prasada PAD Residential	Prasada PAD Residential	Prasada PAD Residential

BACKGROUND:

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

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

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

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

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

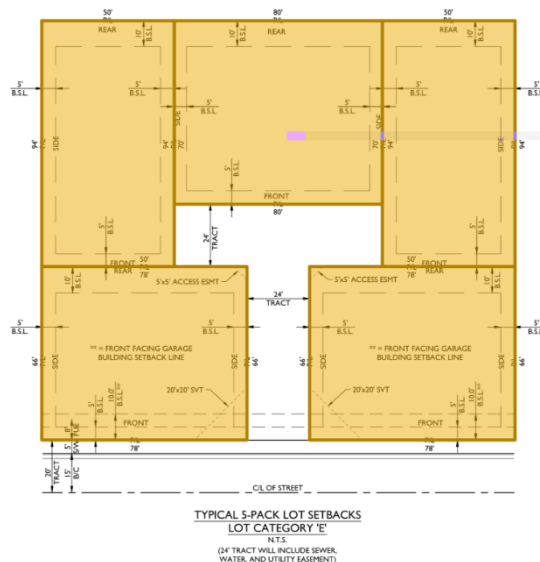
August 6, 2019: The City Council approved the Final Plat for Toll at Prasada Phase 2 Infrastructure under case FS19-061.

August 16, 2022: The City Council approved the Final Plat for Toll at Prasada Unit Q – Phase 3 Block Plat under case FS22-0387.

February 1, 2024: The Planning & Zoning Commission approved the Preliminary Plat for Toll at Prasada Unit Q Phase 3 South under case FS23-0840, the subject case.

ANALYSIS AND DISCUSSION

The Final Plat proposes 40, Lot Category 'E' (5-Pack) lots. The proposed configurations for Lot Category 'E' are consistent with other Lot Category 'E' lot types found throughout the Sterling Grove development and are consistent with the development standards outlined in the Prasada PAD, shown below.



Three (3) points of access to this subdivision are provided from Point Loma Drive and Hailey Avenue, which are located within the existing Unit Q - Phase 3 and Unit Q - Phase 2, respectively. This Final Plat proposes approximately 1.44 acres of passive open space. The landscaping proposed within this plat is consistent with the remainder of the Toll at Prasada development and the Prasada PAD.

UTILITY AND SERVICES TABLE:

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

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/AC or more, provided appropriate transitions are made between the various Neighborhood types included within the character area. At 5.31 DU/AC the project most closely aligns with the Suburban Neighborhood type and is consistent with the General Plan in this regard. The site also lies within the 0-6 DU/AC ribbon of the Luke Air Force Base Graduated Density Concept (GDC); however the site is integral to the larger Sterling Grove project, which is approved for 2,207 lots overall and meets the guidance offered by the GDC.

REVIEWING AGENCIES:

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

SUMMARY:

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

FINDINGS:

- The proposed Final Plat is consistent with the Prasada PAD.
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS23-0840.

- 130 • The proposed Final Plat is consistent with the applicable City of Surprise regulations.
131 • The reviewing agencies have indicated no objections to the request.
132

133 **ATTACHMENTS:**

- 134 01 Vicinity Map
135 02 Zoning Map
136 03 Final Plat
137 04 Landscape Plans
138 05 Luke AFB Letter
139 PowerPoint



FS24-0089 VICINITY MAP



FS24-0089 ZONING MAP

Mar 18, 2024 5:23pm S:\Projects\2016\16-339\Legal Survey\Draws\Final Plats\Phase 3\Unit Q P3 Conventional\16-339 - Unit Q Ph3 Plat - Conventional.dwg
tarotoments

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND STERLING GROVE COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, "OWNERS", HAVE SUBDIVIDED UNDER THE NAME TOLL AT PRASADA, UNIT Q – PHASE 3 – SF SOUTH, BEING A RE-PLAT OF LOT 2, TOLL AT PRASADA, UNIT Q – PHASE 3 AS RECORDED IN BOOK 1689 OF MAPS, PAGE 30, M.C.R., TOGETHER WITH A PORTION OF TRACT Q3–A, TOLL AT PRASADA, UNIT Q – PHASE 3 – SF AS RECORDED IN BOOK 1733 OF MAPS, PAGE 3, M.C.R. AND A PORTION OF TRACT QB, TOLL AT PRASADA, UNIT Q – PHASE 2 AS RECORDED IN BOOK 1616 OF MAPS, PAGE 26, M.C.R., SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF TOLL AT PRASADA, UNIT Q – PHASE 3 – SF SOUTH AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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

TRACTS "Q3-E" THROUGH "Q3-Q" ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING SAID TRACTS.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED ITS CORPORATE NAMES TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED ITS CORPORATE NAMES TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

STERLING GROVE COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF AS _____ OF TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF AS _____ OF STERLING GROVE COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES:

FINAL RE-PLAT
TOLL AT PRASADA, Unit Q - Phase 3 - SF SOUTH

BEING A RE-PLAT OF LOT 2, TOLL AT PRASADA, UNIT Q – PHASE 3 AS RECORDED IN BOOK 1689 OF MAPS, PAGE 30, M.C.R., TOGETHER WITH A PORTION OF TRACT Q3–A, TOLL AT PRASADA, UNIT Q – PHASE 3 – SF AS RECORDED IN BOOK 1733 OF MAPS, PAGE 3, M.C.R. AND A PORTION OF TRACT QB, TOLL AT PRASADA, UNIT Q – PHASE 2 AS RECORDED IN BOOK 1616 OF MAPS, PAGE 26, M.C.R., SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN MARICOPA COUNTY, ARIZONA

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

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

NOTICE OF INTERGOVERNMENTAL AGREEMENT

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

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

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

PUBLIC NOTICE

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

RELEASE OF LIABILITY

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

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

EPCOR PLAT DEDICATION

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

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

GENERAL NOTES

- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY 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.
- ZONING OF THE PROPERTY IS PER SURPRISE ZONING CASE FS17-587 OR AS SUBSEQUENTLY AMENDED.
- THE FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED UNDER CITY OF SURPRISE CASE FS23-0840.

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
LOTS 3401-3440 (40 LOTS)	216,920	4.9801
TRACTS Q3-E – Q3-Q	62,193	1.4275
PRIVATE STREETS (TRACT Q3-P52)	49,315	1.1321
GROSS AREA	328,428	7.5397

100 YEAR ASSURED WATER SUPPLY

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

27-701007.0000 11/14/2018
CERTIFICATE NUMBER DATE

BASIS OF BEARING

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

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

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

DATED THIS _____ DAY OF _____, 2024.

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

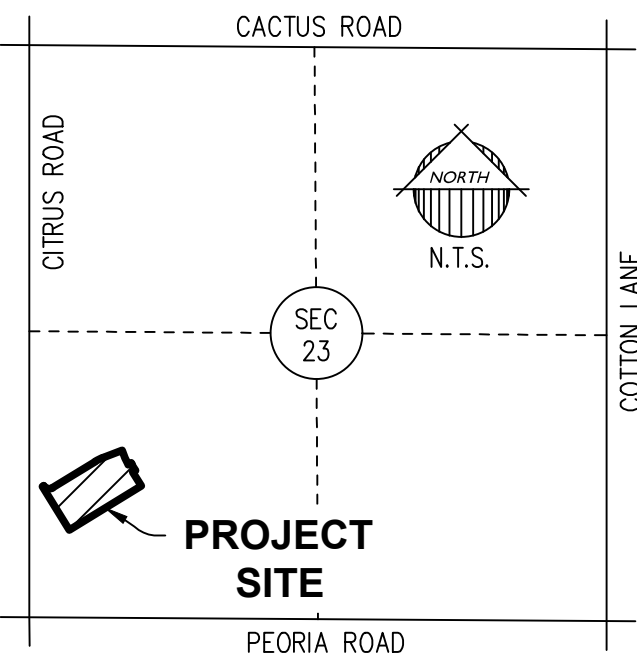
BY: _____ BY: _____
CHRISTINE CAIN GLEN VORTHERMS

ITS: PROPERTY & CONTRACTS MANAGER ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____



VICINITY MAP

OWNERS

TOLL BROTHERS (LOT 2 & TRACT Q3-A)
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (602) 999-5684
CONTACT: AARON INSCO

STERLING GROVE COMMUNITY ASSOCIATION, INC. (TRACT QB)
8360 E VIA DE VENTURA, SUITE L-100
SCOTTSDALE, AZ 85258
TEL: (602) 999-5684
CONTACT: KIM WIEBELHAUS (STATUTORY AGENT)

ENGINEER

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

DEVELOPER

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

SHEET INDEX

- COVER SHEET
- LOT AREA TABLE, TRACT USE TABLE, LEGAL DESCRIPTION, CURVE DATA TABLE & LINE DATA TABLE
- FINAL PLAT PLAN SHEET

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.

ATTEST:

MAYOR DATE _____

CITY CLERK DATE _____

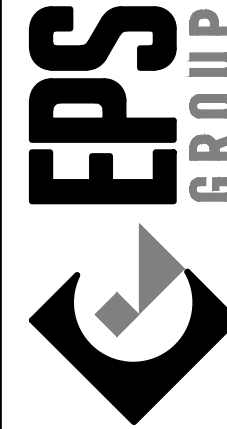
CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JANUARY, 2024; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

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

DATE OF PREPARATION: 1/12/24 (REVISED 3/19/24)

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



Prasada
Toll at Prasada, Unit Q - Phase 3 - SF SOUTH
SURPRISE, ARIZONA

FINAL RE-PLAT

Project:

Revisions:

3/19/2024	CITY 1ST REVIEW COMMENTS
-----------	--------------------------

Designer: RAJ
Drawn by: TJF



Job No.
16-339

FP01

Sheet No.
1
of 3

CASE NUMBER: FS24-0089

LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°25'06"W	57.00'
L2	N58°25'06"E	12.50'
L3	S25°21'23"E	59.57'
L4	S30°28'06"E	9.31'
L5	N60°34'29"E	29.58'
L6	N21°23'11"W	89.46'
L7	S31°34'54"E	15.28'
L8	N58°25'06"E	29.98'
L9	S31°34'54"E	19.68'
L10	S31°34'54"E	59.68'
L11	S58°25'06"W	29.99'
L12	N31°34'54"W	20.00'
L13	S31°34'54"E	66.00'
L14	N58°25'06"E	138.13'
L15	N58°25'06"E	69.50'
L16	S31°29'53"E	66.00'
L17	S31°34'54"E	66.00'
L18	S31°34'54"E	66.00'
L19	S58°25'06"W	170.32'
L20	S31°34'54"E	66.00'
L21	N58°30'07"E	69.50'
L22	N31°34'54"W	166.66'
L23	S31°34'54"E	166.66'
L24	N58°25'06"E	69.50'
L25	N58°30'07"E	69.50'
L26	S31°39'55"E	66.00'
L27	S31°34'54"E	52.01'
L28	S31°34'54"E	54.00'
L29	N58°25'06"E	69.50'
L30	N58°20'05"E	69.50'
L31	S23°55'08"W	31.03'
L32	S31°34'54"E	66.00'
L33	S31°34'54"E	94.00'
L34	N58°25'06"E	186.00'
L35	S31°34'54"E	66.00'
L36	S31°39'55"E	66.00'
L37	S58°25'06"W	13.00'
L38	S31°34'54"E	66.00'
L39	S31°34'54"E	94.00'
L40	S31°34'54"E	66.00'
L41	S31°39'55"E	66.00'
L42	S31°34'54"E	66.00'
L43	S31°34'54"E	66.00'
L44	S31°39'55"E	66.00'
L45	S31°34'54"E	80.89'
L46	S31°34'54"E	81.00'
L47	S31°34'54"E	81.00'
L48	S31°34'54"E	80.90'
L49	N58°25'06"E	81.00'
L50	S58°25'06"W	80.90'
L51	S31°34'54"E	81.00'
L52	S31°34'54"E	80.89'
L53	N58°25'06"E	81.00'
L54	N58°25'07"E	80.90'
L55	N58°25'06"E	81.00'
L56	N58°25'07"E	80.90'
L57	N58°25'06"E	81.00'
L58	N58°25'06"E	80.90'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	94.25'	60.00'	90°00'00"	60.00'	84.85'	S76°34'54"E
C2	81.85'	460.00'	10°11'43"	41.03'	81.75'	S63°30'58"W
C3	19.57'	520.00'	2°09'23"	9.79'	19.57'	S30°30'12"E
C4	86.84'	488.00'	10°11'43"	43.53'	86.72'	S26°29'02"E
C5	85.41'	480.00'	10°11'43"	42.82'	85.30'	S63°30'58"W
C6	50.46'	60.00'	48°11'23"	26.83'	48.99'	S55°40'35"E
C7	43.78'	60.00'	41°46'37"	22.92'	42.82'	N79°19'25"E
C8	62.83'	40.00'	90°00'00"	40.00'	56.57'	S76°34'54"E
C9	32.70'	435.53'	4°18'09"	16.36'	32.70'	S63°38'44"W
C10	31.42'	20.00'	90°00'00"	20.00'	28.28'	S13°25'06"W
C11	31.42'	20.00'	90°00'00"	20.00'	28.28'	S76°34'54"E
C12	30.66'	20.00'	87°50'37"	19.26'	27.75'	N14°29'48"E
C13	31.42'	20.00'	90°00'00"	20.00'	28.28'	N76°34'54"W
C14	31.42'	20.00'	90°00'00"	20.00'	28.28'	N13°25'06"E
C15	31.42'	20.00'	90°00'00"	20.00'	28.28'	N76°34'54"W
C16	31.42'	20.00'	90°00'00"	20.00'	28.28'	S13°25'06"W
C17	31.42'	20.00'	90°00'00"	20.00'	28.28'	S76°34'54"E
C18	94.25'	60.00'	90°00'00"	60.00'	84.85'	S76°34'54"E

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	CATEGORY
3401	5,343	0.1227	E
3402	5,128	0.1177	E
3403	6,907	0.1586	E
3404	6,599	0.1515	E
3405	5,346	0.1227	E
3406	5,589	0.1283	E
3407	6,360	0.1460	E
3408	5,339	0.1226	E
3409	5,622	0.1291	E
3410	5,617	0.1289	E
3411	5,617	0.1289	E
3412	5,622	0.1291	E
3413	4,887	0.1122	E
3414	5,600	0.1286	E
3415	5,076	0.1165	E
3416	5,076	0.1165	E
3417	5,600	0.1286	E
3418	4,888	0.1122	E
3419	5,622	0.1291	E
3420	5,617	0.1290	E
3421	5,803	0.1332	E
3422	4,887	0.1122	E
3423	5,600	0.1286	E
3424	5,076	0.1165	E
3425	5,343	0.1227	E
3426	5,346	0.1227	E
3427	4,887	0.1122	E
3428	5,600	0.1286	E
3429	5,076	0.1165	E
3430	5,343	0.1227	E
3431	5,346	0.1227	E
3432	4,887	0.1122	E
3433	5,600	0.1286	E
3434	5,076	0.1165	E
3435	5,343	0.1227	E
3436	5,346	0.1227	E
3437	5,075	0.1165	E
3438	5,600	0.1286	E
3439	4,888	0.1122	E
3440	5,343	0.1227	E

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
Q3-E	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	3,329	0.0764
Q3-F	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	3,116	0.0715
Q3-G	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, DRAINAGE, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	19,073	0.4378
Q3-H	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, SHARED DRIVEWAY & ** PUBLIC UTILITY EASEMENT	3,593	0.0825
Q3-I	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, SHARED DRIVEWAY & ** PUBLIC UTILITY EASEMENT	3,593	0.0825
Q3-J	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, SHARED DRIVEWAY & ** PUBLIC UTILITY EASEMENT	3,593	0.0825
Q3-K	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, SHARED DRIVEWAY & ** PUBLIC UTILITY EASEMENT	3,508	0.0805
Q3-L	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, SHARED DRIVEWAY & ** PUBLIC UTILITY EASEMENT	3,508	0.0805
Q3-M	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, SHARED DRIVEWAY & ** PUBLIC UTILITY EASEMENT	3,508	0.0805
Q3-N	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, SHARED DRIVEWAY & ** PUBLIC UTILITY EASEMENT	3,508	0.0805
Q3-O	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, SHARED DRIVEWAY & ** PUBLIC UTILITY EASEMENT	3,508	0.0805
Q3-P	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	6,704	0.1539
Q3-PS2	PRIVATE STREET TRACT & PUBLIC UTILITY EASEMENT	49,315	1.1321
Q3-Q	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT, ** PUBLIC UTILITY EASEMENT & ** SIGHT VISIBILITY TRIANGLE EASEMENT	1,653	0.0379

NOTES

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

LEGAL DESCRIPTION

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

COMMENCING AT A 2.5" IRON PIPE IN POTHOLE AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, FROM WHICH A MCDOT BRASS CAP AT THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 2644.60 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 1587.76 FEET TO A POINT ON SAID SOUTH LINE;

THENCE, DEPARTING SAID SOUTH LINE NORTH 0 DEGREES 00 MINUTES 05 SECONDS WEST, 1205.63 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 784.98 FEET;

THENCE NORTH 31 DEGREES 34 MINUTES 54 SECONDS WEST, 476.66 FEET;

THENCE NORTH 58 DEGREES 25 MINUTES 06 SECONDS EAST, 12.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 58 DEGREES 25 MINUTES 06 SECONDS EAST A DISTANCE OF 60.00 FEET;

THENCE SOUTHEASTERLY 94.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE NORTH 58 DEGREES 25 MINUTES 06 SECONDS EAST, 463.02 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 460.00 FEET;

THENCE NORTHEASTERLY 81.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 11 MINUTES 43 SECONDS;

THENCE NORTH 68 DEGREES 36 MINUTES 49 SECONDS EAST, 192.07 FEET;

THENCE SOUTH 21 DEGREES 33 MINUTES 05 SECONDS EAST, 77.70 FEET;

THENCE SOUTH 25 DEGREES 21 MINUTES 23 SECONDS EAST, 59.57 FEET;

THENCE SOUTH 30 DEGREES 28 MINUTES 06 SECONDS EAST, 9.31 FEET;

THENCE NORTH 60 DEGREES 34 MINUTES 29 SECONDS EAST, 29.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 60 DEGREES 34 MINUTES 29 SECONDS EAST A DISTANCE OF 520.00 FEET;

THENCE SOUTHEASTERLY 19.57 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2 DEGREES 09 MINUTES 23 SECONDS;

THENCE SOUTH 31 DEGREES 34 MINUTES 54 SECONDS EAST, 59.68 FEET;

THENCE SOUTH 58 DEGREES 25 MINUTES 06 SECONDS WEST, 29.99 FEET;

THENCE SOUTH 31 DEGREES 34 MINUTES 16 SECONDS EAST, 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 7.5397 ACRES, MORE OR LESS.

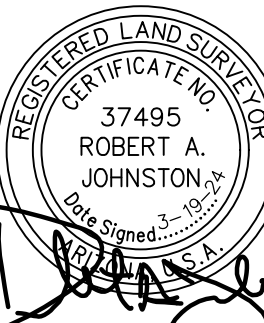
Prasada
Toll at Prasada, Unit Q - Phase 3 - SF SOUTH

Project:

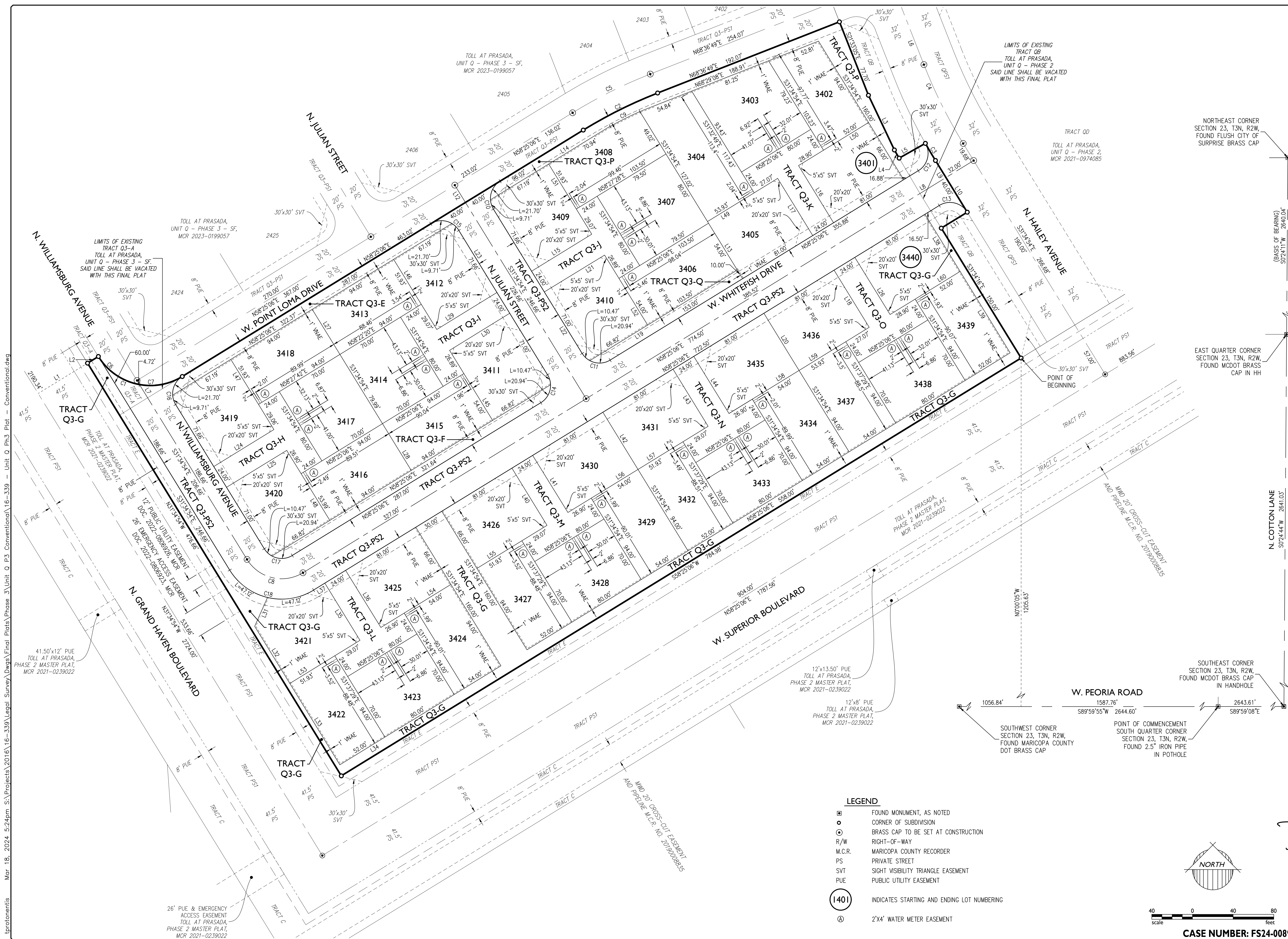
Revisions:

3/19/2024 CITY 1ST REVIEW COMMENTS

Designer: RAJ
Drawn by: TJP



Job No.
16-339
FP02
Sheet No.
2
of 3



Prasada - Unit Q Phase 3 South

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

GENERAL NOTES:

1. THESE CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. IT IS THE GOAL OF THE DOCUMENTS THAT THE WORK IS TO BE COMPLETED WITHOUT CHANGE ORDERS. ALL QUANTITIES SHOWN IN THE DOCUMENTS ARE ESTIMATES ONLY AND ARE NOT GUARANTEED; THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER TO FULFILL THE INTENT OF THE DESIGN DRAWINGS.
2. INTERPRETATION OF THE PLANS AND SPECIFICATIONS SHALL BE MADE BY THE "AUTHOR" OR "ARCHITECT/ENGINEER-OF-RECORD" OF THE RESPECTIVE DOCUMENT AND SHALL BE CONSIDERED FINAL. ANY POSSIBLE AMBIGUITY SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL CLARIFICATIONS SHALL BE PREPARED IN WRITING BY THE "ARCHITECT/ENGINEER-OF-RECORD" PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE "ARCHITECT/ENGINEER-OF-RECORD" AS THE CORRECT AND FINAL INTERPRETATION.
3. ANY INCIDENTAL INSTALLATION PROCEDURE, MATERIAL OR EQUIPMENT, NOT MENTIONED IN THESE CONSTRUCTION DOCUMENTS, THE SPECIFICATIONS NOT SHOWN ON THE PLANS, WHICH MAY BE NECESSARY FOR COMPLETION AND SATISFACTORY OPERATION OF THE DESIGN SYSTEM SHALL BE FURNISHED AND INSTALLED (AS BASED ON INDUSTRY STANDARDS) AS THOUGH SHOWN OR PROVIDED FOR.
4. EXISTING CONDITIONS AND BASE INFORMATION ARE BASED ON PLANS PREPARED BY: CIVIL ENGINEER.
5. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD A CONFLICT ARISE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT.
7. FOR UNDERGROUND UTILITY COORDINATION AND 48 HOURS PRIOR TO START OF CONSTRUCTION (DEPENDING ON AREA OR JURISDICTION), THE CONTRACTOR SHALL CONTACT:
A) BLUE STAKE (ARIZONA) 1-800-782-5348
B) UNDERGROUND SERVICES ALERT (USA) 1-800-227-2600
C) ARIZONA PUBLIC SERVICE 1-800-240-2013
8. THESE NOTES ARE TO BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO THE WRITTEN SPECIFICATIONS, APPROVED ADDENDUMS, AND THE CHANGE ORDERS AS ASSOCIATED WITH THESE CONSTRUCTION DOCUMENTS.
9. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THESE CONSTRUCTION DOCUMENTS OR SHOULD THERE BE ANY DISCREPANCIES, HE SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING FURTHER.
10. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS AND PER GOVERNING CODES AND/OR ORDINANCES.
11. THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED, DURING INSTALLATION.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPORT TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS PRIOR TO THE START OF WORK.
13. BEFORE WORK BEGINS ON THE PROJECT, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE.
14. THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE SHALL APPROVE ANY OR ALL CHANGES PRIOR TO THE START OF WORK.
15. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS.
16. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND/OR FEDERAL LAWS AND/OR REGULATIONS PERTAINING TO THE PROJECT.
17. THE CONTRACTOR SHALL PROPERLY COORDINATE HIS WORK WITH OTHER CONTRACTOR'S WORK PRIOR TO INSTALLATION.
18. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC FROM DAMAGE THROUGHOUT CONSTRUCTION.
19. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED, UNINTENTIONALLY OR ACCIDENTALLY TO EXISTING UTILITIES, STRUCTURES, WALLS, OR OTHER AMENITIES, DUE TO THE ACTION OF THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE OCCURRED DURING THE CONTRACTOR'S OPERATION SHALL BE REPAIRED. AT THE EXPENSE OF THE CONTRACTOR, TO THE SATISFACTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
20. MATCH GRADES, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK BY OTHERS. NOTIFY THE LANDSCAPE ARCHITECT OF CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.

PLANTING GENERAL NOTES:

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

INERT GENERAL NOTES:

ANGULAR GRANITE RIP-RAP

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

DECOMPOSED GRANITE

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

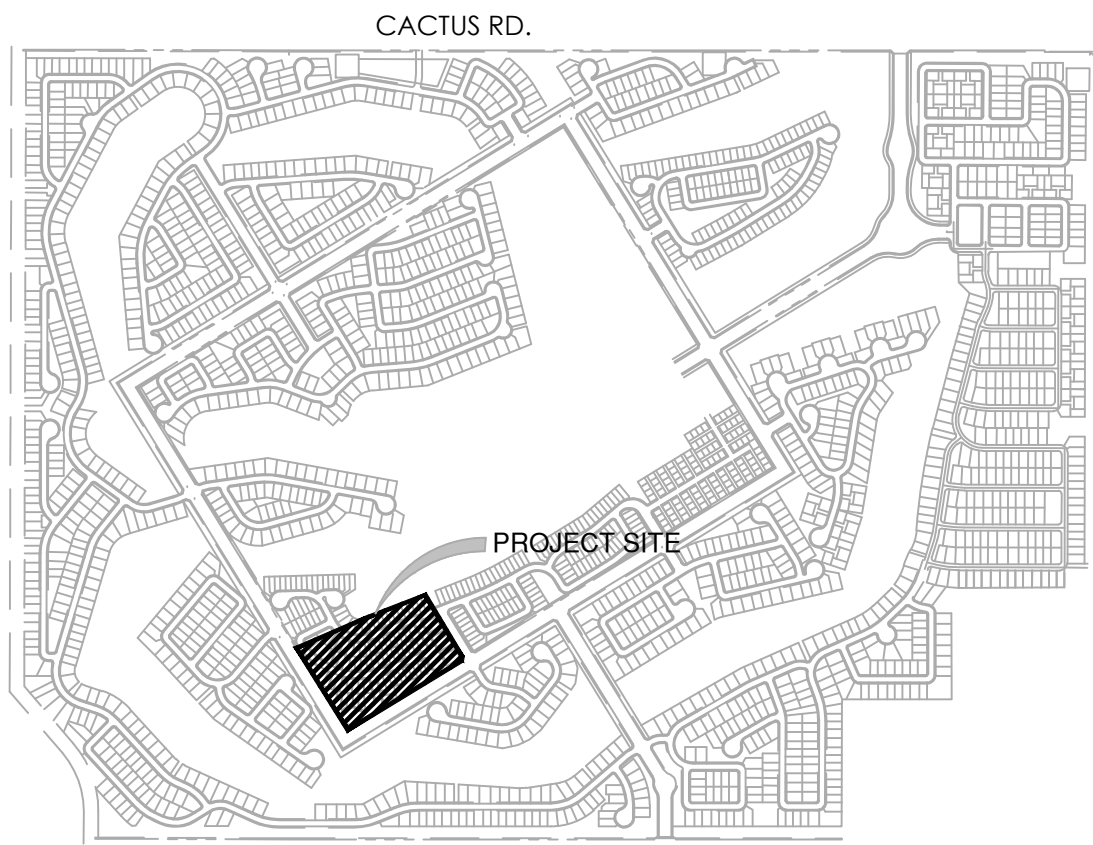
IRRIGATION GENERAL NOTES:

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

GRADING GENERAL NOTES:

1. CONTRACTOR SHALL GRADE TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. REVIEW ENGINEERS PLAN FOR DRAINAGE.
2. FINISH GRADING SHALL BE BY THE DIRECTION OF THE LANDSCAPE ARCHITECT.
3. LANDSCAPE ARCHITECT SHALL APPROVE GRADING PRIOR TO PLANTING.
4. GRADING FOR THIS PROJECT INCLUDES THE FOLLOWING:
A) FINE GRADING OF EXISTING ROUGH GRADES IS REQUIRED TO PROVIDE SMOOTH, EVEN GRADE TRANSITION IN LANDSCAPE AREA.
B) IMPORTING AND PLACING "OFF-SITE 3/8" MINUS TOPSOIL" IN THE FOLLOWING AREAS:
i) TURF, AND ANNUAL AREAS (6" DEPTH).
ii) PLANT BACKFILL (CAN BE SCREENED ON-SITE SOIL).
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY CALICHE ENCOUNTERED ON SITE AT NO ADDITIONAL COST TO THE OWNER. THE OWNER AND CONTRACTOR SHALL COORDINATE A SUITABLE LOCATION ON SITE TO DISPOSE OF THE CALICHE MATERIAL SHOULD A SUITABLE LOCATION ON SITE NOT EXIST. THE OWNER SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH REMOVAL AND DISPOSAL OF THE CALICHE.
6. FINISH GRADE OF ALL PLANTING AREAS IS TO BE 1.5" BELOW ADJACENT PAVING UNLESS NOTED OTHERWISE.
7. REFERENCE CIVIL ENGINEERING DRAWINGS FOR GRADING AND DRAINAGE FLOWS. THE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED FOR AND NOT IMPAIRED WITH OBSTRUCTIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR GRADING ALL AREAS AT THE DIRECTION OF THE LANDSCAPE ARCHITECT TO CREATE A NATURALLY UNDULATING GROUND PLANE.

SITE MAP:



CITY OF SURPRISE ENGINEERING NOTES:

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

CITY OF SURPRISE LANDSCAPE NOTES:

1. ALL LANDSCAPE AND IRRIGATION INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY OR OTHER CITY MAINTAINED AREAS SHALL BE INSTALLED PER THE APPROVED PLANS. ALL LANDSCAPING APPROVED AS A PART OF THE SITE PLAN PROCESS SHALL BE INSTALLED PER THE APPROVED PLANS. ANY DEVIATIONS TO THE APPROVED PLANS REQUIRED CITY APPROVAL.
2. PERMITS ARE REQUIRED FOR ELECTRICAL CONNECTIONS, INCLUDING ELECTRIC METER INSTALLATION, BACKFLOW PREVENTERS, AND WORK WITHIN THE CITY RIGHT-OF-WAY OR CITY DEDICATED PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THESE PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.
3. ALL IRRIGATION LINES, 1 INCH OR GREATER, WITHIN THE RIGHT-OF-WAY SHALL BE SHOWN ON THE WATER PLANS. A PERMIT IS REQUIRED FOR THIS WORK AND IS SUBJECT TO INSPECTION BY THE CITY OF SURPRISE CIVIL INSPECTOR.
4. ONLY PLANTS ON THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR) PHOENIX ACTIVE MANAGEMENT AREA LOW WATER USE DROUGHT TOLERANT PLANT LIST ARE TO BE USED WITHIN CITY RIGHTS-OF-WAY.
5. ALL TREES WILL BE MEASURED AND HAVE A MINIMUM CALIPER SIZE AS DEFINED IN THE ARIZONA NURSERY ASSOCIATION'S CONTAINER GROWN TREE GUIDE. IN NO CASE WILL THE CALIPER BE LESS THAN 2 INCHES (MEASURED 18 INCHES FROM THE GROUND). THE HEIGHT OF THE TREE SHALL BE A MINIMUM OF 7 FEET.
6. THE COMMUNITY DEVELOPMENT PLANNING DIVISION AND PUBLIC WORKS LANDSCAPE DIVISION MAY SELECT AND TAG TREES AT THE NURSERY LOCATION AND WILL REVIEW AT PROJECT SITE PRIOR TO INSTALLATION.
7. ALL MEDIANS ARE TO BE DECOMPOSED GRANITE, UNLESS OTHERWISE APPROVED; AND SHALL BE FINISH GRADED TO SLOPE FROM THE CURB LINE TO THE PLANTS. MEDIAN NOSSES LESS THAN 5-FOOT WIDE ARE TO HAVE 1 1/2" - 3" DECOMPOSED GRANITE (PIT RUN ROCK) MIX.
8. TREE ROOT BARRIERS ARE REQUIRED WHEN TREES ARE WITHIN THREE FEET OF SIDEWALKS, CURBS, PAVEMENT OR WALLS. REFERENCE EDS 8-14
9. ALL TREES ARE TO BE LOCATED A MINIMUM OF 12 FEET FROM THE WALLS FOR WELL SITES, WATER SUPPLY FACILITIES, LIFT STATIONS, AND WATER RECLAMATION FACILITIES. TREES LOCATED IN MEDIANS MAY BE ALLOWED A MINIMUM OF SEVEN FEET FROM THE CURB. TREES MUST BE CENTERED IN MEDIANS LESS THAN 14' WIDE.
11. ALL LANDSCAPING SHALL BE LOCATED A MINIMUM OF FIVE FEET FROM ANY FIRE HYDRANT, WATER METER, OR VALVE.
12. LANDSCAPING, AT FULL GROWTH, SHALL NOT IMPEDE PEDESTRIAN OR VEHICULAR TRAFFIC. ALL LANDSCAPING SHOWN ON PLANS SHALL BE SHOWN MATURE SIZE.
13. TREES CANNOT BE REMOVED FROM THE RIGHT-OF-WAY WITHOUT WRITTEN AUTHORIZATION FROM THE PUBLIC WORKS AND COMMUNITY DEVELOPMENT DEPARTMENTS.
14. THE TYPE, COLOR, AND SIZE OF BRICK PAVERS THAT MAY BE USED FOR CITY MEDIANS IN THE CITY OF SURPRISE RIGHT-OF-WAY SHALL BE APPROVED BY THE COMMUNITY DEVELOPMENT PLANNING DIVISION.
15. UTILITY BOXES, METERS, VAULTS, ETC. ARE TO BE LOCATED IN THE RIGHT-OF-WAY OR UTILITY EASEMENT ALONG THE SIDES OF THE ROADS AND NEVER IN THE MEDIAN. HOWEVER, IRRIGATION VALVE BOXES MAY BE LOCATED IN THE MEDIAN PLANTING AREA.
16. DEVELOPERS SHALL USE ONLY IRRIGATION EQUIPMENT THAT IS COMPATIBLE WITH THE EXISTING EQUIPMENT. THE DEVELOPER SHALL REFER TO THE CITY OF SURPRISE FOR THE APPROVED LIST OF EQUIPMENT. EQUIPMENT MANUFACTURED BY HUNTER INDUSTRIES, IS COMPATIBLE WITH THE CITY'S INVENTORY AND HUNTER EQUIPMENT, OR AN APPROVED EQUAL, SHALL BE USED. SOLAR CONTROLLERS ARE PREFERRED AND SHALL BE DIG, LET SERIES, POST MOUNTED SOLAR CONTROLLER OR AN APPROVED EQUAL.
17. ALL CONTROLLERS, METERS, ETC. MUST BE ENCLOSED BY LOCKING PROTECTIVE COVERS AND SCREENED FROM VIEW.
18. ALL IRRIGATION SYSTEMS WILL BE INSTALLED WITH PURPLE PIPE.
19. MARKING TAPE LABELED AS "RECLAIMED WATER" IS REQUIRED ON IRRIGATION SYSTEMS THAT USE OR MAY USE RECLAIMED WATER IN THE FUTURE.
20. PURPLE MARKER BALLS SHALL BE INSTALLED ON ALL IRRIGATION MAINLINES FOUR INCHES AND LARGER WITHIN THE PUBLIC RIGHT-OF-WAY AT ALL FITTINGS AND EVERY 200 FEET IF THE DISTANCE BETWEEN FITTINGS IS GREATER THAN 200 FEET.
21. LANDSCAPE AREAS THAT ARE TO BE MAINTAINED BY THE CITY SHALL HAVE SEPARATE WATER METERS AND ELECTRIC OR SOLAR CONTROLLERS, AS APPROVED BY THE CITY.
22. A CITY APPROVED BACKFLOW PREVENTER IS REQUIRED FOR IRRIGATION SERVICES. FOR POTABLE WATER, NON-POTABLE WATER AND RECLAIMED WATER AND SHALL MEET EPA LOW LEAD STANDARDS.
23. ALL IRRIGATION MAINLINES AND LATERALS SHALL BE SCHEDULE 40; ALL RISERS, TEES, AND OTHER FIXTURES SHALL BE SCHEDULE 80 IN THE RIGHT-OF-WAY. IF IRRIGATION MAINLINES IN THE RIGHT-OF-WAY SHALL BE SLEEVED, THE MINIMUM SLEEVE SIZE IS 5 INCHES.
24. ALL TREES WITH AN UPRIGHT GROWTH HABIT, SUCH AS OAK AND ELM TREES, WHICH ARE INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY OR ADJACENT TO A PEDESTRIAN PATH, SHALL HAVE THEIR MAIN LEADERS INTACT.
25. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.
26. TREES, SHRUBS, AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGHT VISIBILITY TRIANGLE PROVIDED LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES. PER SURPRISE EDS DETAIL 4-01.

HARDSCAPE GENERAL NOTES:

1. FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
2. REFER TO CIVIL PLANS PREPARED BY GOOKIN ENGINEERS FOR ALL INFORMATION REGARDING HORIZONTAL AND VERTICAL CONTROLS.
3. ALL DETAILS SHALL BE REVIEWED BY A STRUCTURAL ENGINEER AND MODIFIED (IF NECESSARY) PRIOR TO CONSTRUCTION.
4. ALL DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE CIVIL PLAN SUBMITTED BY GOOKIN ENGINEERS. SHOULD DISCREPANCIES OCCUR, FIELD REVISIONS SHALL BE REQUIRED.
5. THE CONTRACTOR SHALL HAVE SIDEWALK SURVEYED AND STAKED FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. IN ADDITION TO SUBMITTING MATERIAL SAMPLES OF ALL SITE RELATED MATERIALS, THE CONTRACTOR SHALL PREPARE A 4'x4' SAMPLE PANEL FOR EACH TYPE OF CONSTRUCTION, I.E. A) CONCRETE PAVERS, B) EXPOSED AGGREGATE PAVING, C) INTEGRAL COLORED CONCRETE, ETC., FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO FINAL CONSTRUCTION.
7. UNLESS NOTED OTHERWISE ON CONSTRUCTION DOCUMENTS OR NOTED IN DETAILS, SIDEWALKS SHALL BE 5'-0" WIDE, 4" THICK, 3,000 PSI CONCRETE ON COMPACTED BASE WITH CONSTRUCTION JOINTS AT 5'-0" ON CENTER AND EXPANSION JOINTS AT 20'-0" ON CENTER. SIDEWALKS SHALL HAVE A MEDIUM BROOM, NON-SKID FINISH WITH 1/2" RADIUS TOOLED EDGES.
8. RADIUS AT SIDEWALK INTERSECTIONS SHALL BE 5'-0" (TYPICAL), UNLESS NOTED OTHERWISE.
9. THE CONTRACTOR SHALL LAYOUT AND VERIFY ALL HARDSCAPE ELEMENTS PRIOR TO CONSTRUCTION FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE. SHOULD DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE BEFORE PROCEEDING FURTHER.

NOTE:

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

NOTE:

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

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT Q3 - PS2	PRIVATE STREET TRACT, PUBLIC UTILITY EASEMENT	47,180	1.083
TRACT Q3 - E	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT	3,329	0.076
TRACT Q3 - F	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT	3,116	0.072
TRACT Q3 - G	LANDSCAPE, OPEN SPACE, DRAINAGE, UTILITY EASEMENT	17,809	0.409
TRACT Q3 - H	SHARED DRIVEWAY, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT	3,592	0.082
TRACT Q3 - I	SHARED DRIVEWAY, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT	3,592	0.082
TRACT Q3 - J	SHARED DRIVEWAY, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT	3,592	0.082
TRACT Q3 - K	SHARED DRIVEWAY, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT	3,508	0.081
TRACT Q3 - L	SHARED DRIVEWAY, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT	3,508	0.081
TRACT Q3 - M	SHARED DRIVEWAY, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT	3,508	0.081
TRACT Q3 - N	SHARED DRIVEWAY, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT	3,508	0.081
TRACT Q3 - O	SHARED DRIVEWAY, LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT	3,508	0.081
TRACT Q3 - P	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT	6,200	0.142
TRACT Q3 - Q	LANDSCAPE, OPEN SPACE, UTILITY EASEMENT	1,653	0.038

RECLAIMED WATER CALCULATIONS:

PARCEL Q PHASE 3 SOUTH:

Irrigated Acres	Annual Ac-Ft	Peak Flow GPM	Peak Gallons/Day
Turf 0.00	0.00	0	0
Drip 0.74	1.29	4	2,083
Totals 0.74	1.29	4	2,083

CONSULTANT TEAM

DEVELOPER:

TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (480) 314-6711
CONTACT: AARON INSCO

LANDSCAPE ARCHITECT/PLANNER:

GREY | PICKETT
7144 E. STETSON DRIVE, SUITE 205
SCOTTSDALE, AZ 85251
PHONE: (480) 609-0009
CONTACT: WENDELL PICKETT

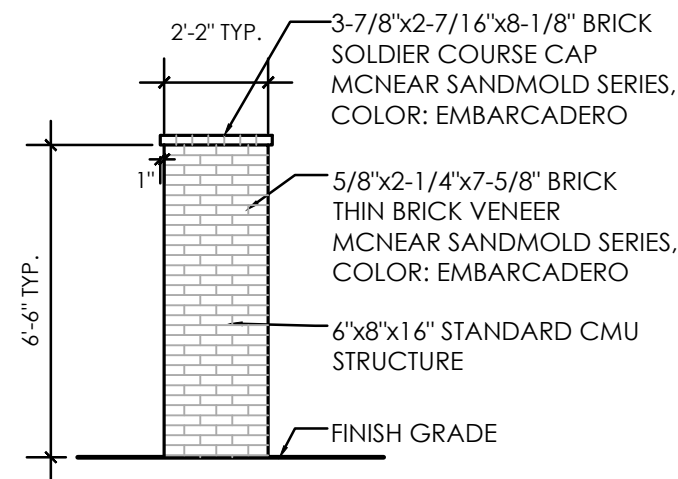
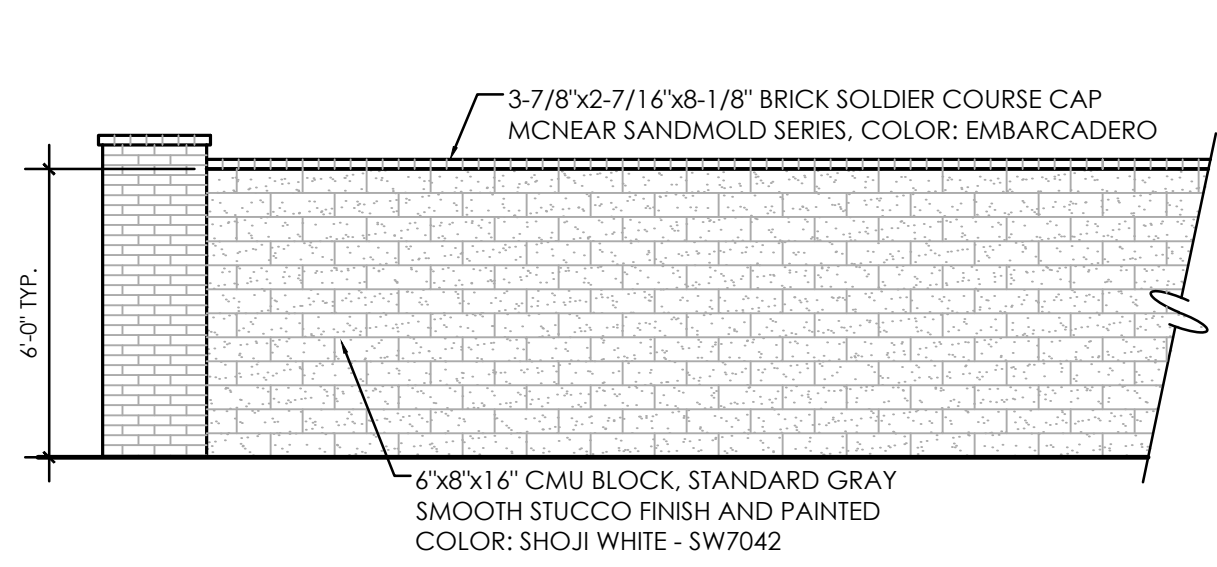
CIVIL ENGINEER:

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

SHEET INDEX:

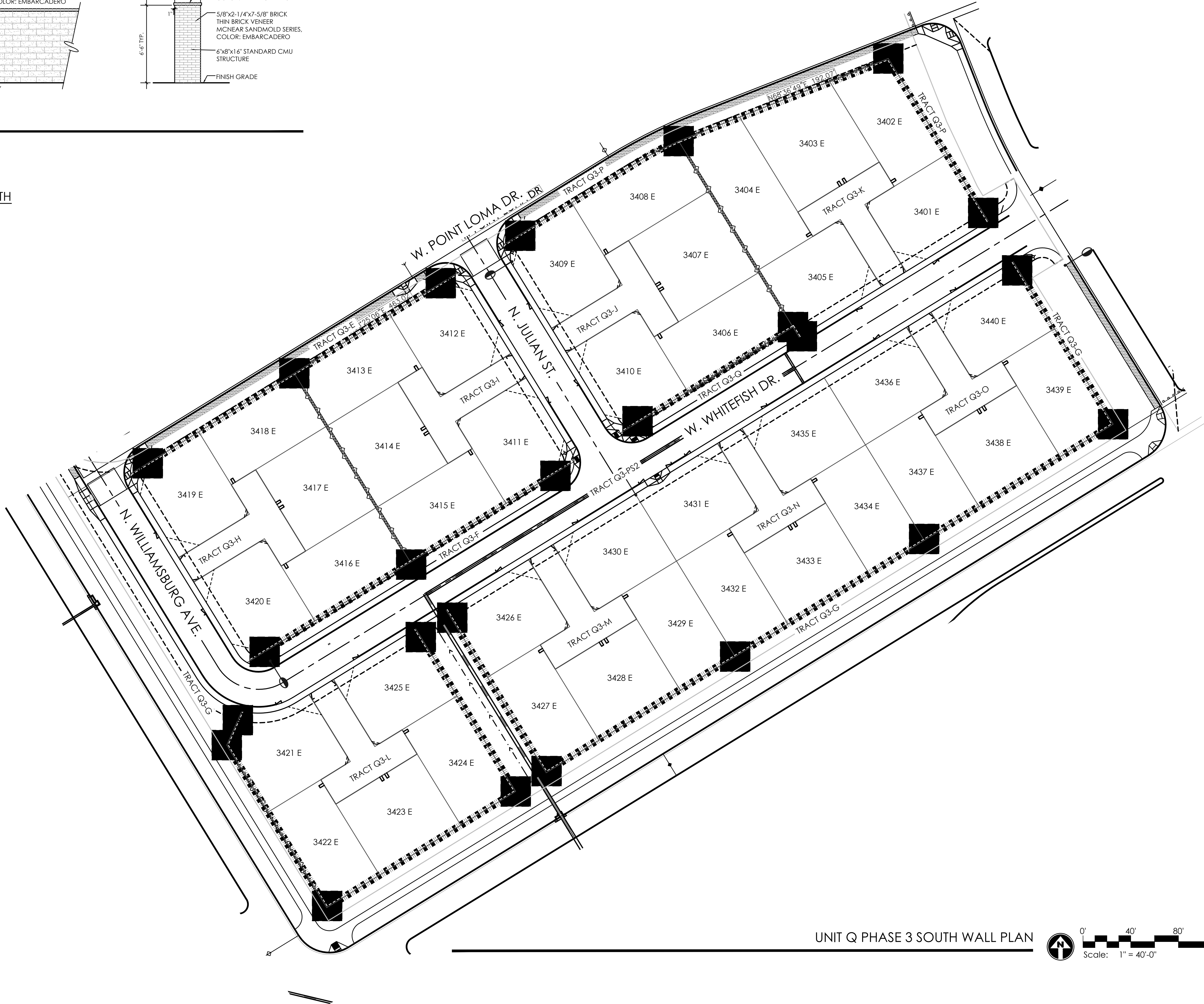
LANDSCAPE PLANS

COVER SHEET	L0.0
WALL PLAN	L1.1
LANDSCAPE PLANS	L3.1-L3.2
IRRIGATION PLANS	L4.1-L4.2
PLANTING DETAILS	L7.1
IRRIGATION DETAILS	L7.2-L7.3
LANDSCAPE SPECIFICATIONS	L8.1
IRRIGATION SPECIFICATIONS	L8.2

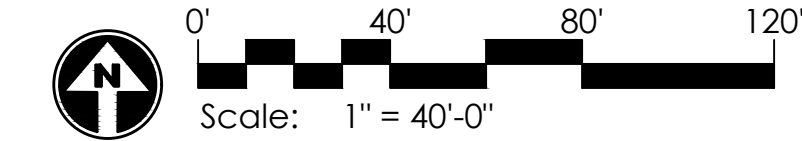


Feature Wall Details
Scale: 1/4" = 1'-0"

- WALL LEGEND UNIT Q PH.3 SOUTH
- FEATURE WALL (2,628 LF)
 - FEATURE WALL COLUMN (24)



UNIT Q PHASE 3 SOUTH WALL PLAN



STERLING GROVE
PARCEL Q PHASE 3 SOUTH
LANDSCAPE CONSTRUCTION DOCUMENTS
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

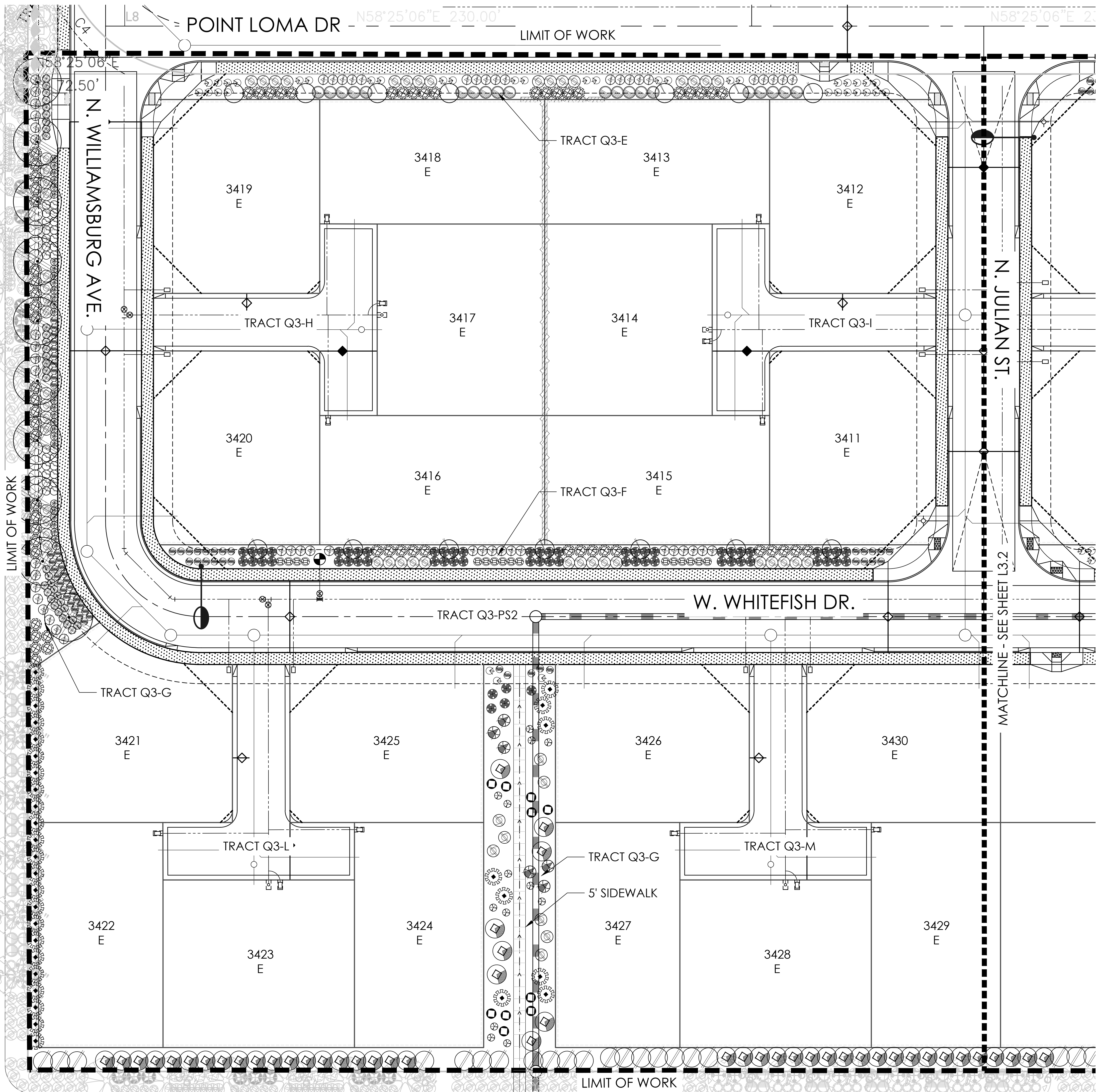
REVISIONS:

PROJECT #: TOL269
SCALE: AS SHOWN
ISSUED FOR: REVIEW
DRAWN BY: TEAM
DATE: 03.29.2024
DRAWING: WALL PLAN

SHEET:

L1.1

PAGE:
02 OF 11
FS24-0089



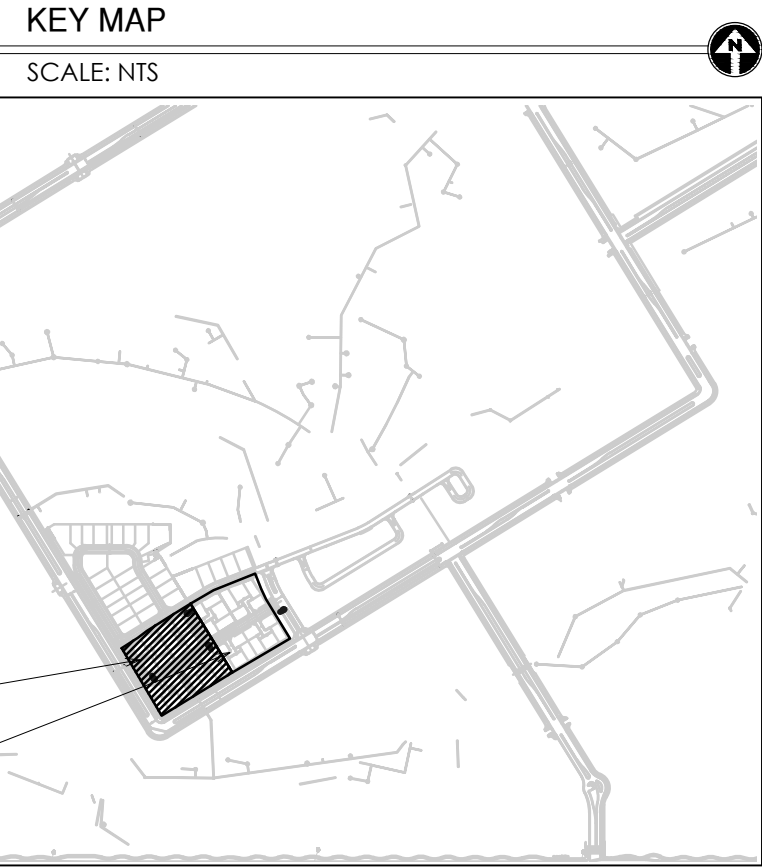
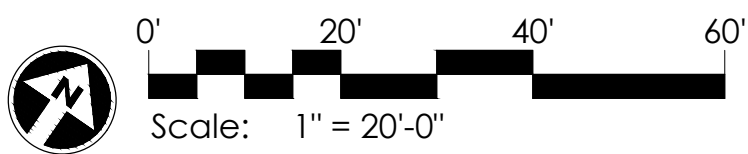
NOTE: Sight distance requirements on arterials and collectors will adhere to City of Surprise Detail 4-01. Sight visibility within the unobstructed view easement area and in front of stop signs must meet or exceed requirements in Surprise details 4-01 and 4-02

NOTE: Trees, shrubs, and other landscaping are permitted within the sight visibility triangle provided limbs, leaves, needles or other foliage are kept below 30 inches or above 84 inches, per Surprise EDS Detail 4-01.

PRASADA PARCEL Q PHASE 3 SOUTH				
PLANT MATERIALS LEGEND				
Sym.	Plant Name	Size	Qty	
Trees				
	<i>Olea europaea</i> 'Swan Hill' Swan Hill Olive	36" Box	13	
	<i>Pistacia</i> x 'Red Push' Red Push Pistache	36" Box	5	
	<i>Sophora secundiflora</i> Texas Mountain Laurel	24" Box	21	
Shrubs				
	<i>Bougainvillea</i> 'Rosenka' Bougainvillea	5 gal.	47	
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	6	
	<i>Callistemon viminalis</i> 'Little John' Bottlebrush	5 gal.	81	
	<i>Dalea frutescens</i> Black Dalea	5 gal.	10	
	<i>Dodonaea viscosa</i> Hop Bush	5 gal.	50	
	<i>Eremophila hygrophana</i> 'Blue Bells' Blue Bells Eremophila	5 gal.	26	
	<i>Eremophila maculata</i> 'Valentine' Valentine Shrub	5 gal.	8	
	<i>Ericameria laricifolia</i> Turpentine Bush	5 gal.	13	
	<i>Leucophyllum frutescens</i> 'White Cloud' White Cloud Sage	5 gal.	31	
	<i>Leucophyllum langmaniae</i> 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	88	
	<i>Ruellia brittoniana</i> Purple Ruellia	5 gal.	29	
	<i>Ruellia peninsularis</i> Desert Ruellia	5 gal.	110	
	<i>Russelia equisetiformis</i> Coral Fountain	5 gal.	34	
	<i>Tecoma stans</i> Yellow Bells	5 gal.	105	
Groundcovers				
	<i>Lantana camara</i> 'Dallas Red' Dallas Red Lantana	1 gal.	40	
	<i>Lantana</i> 'New Gold' New Gold Lantana	1 gal.	85	
	<i>Rosmarinus officinalis</i> 'Prostratus' Dwarf Rosemary	1 gal.	52	
Accents / Vines				
	<i>Hesperaloe parviflora</i> -red Red Yucca	5 gal.	125	
	<i>Muhlenbergia capillaris</i> 'Regal Mist' Regal Mist TM	5 gal.	10	
INERTS				
Sym.	Description			
	DECOMPOSED GRANITE.			

STERLING GROVE
PARCEL Q PHASE 3 SOUTH
LANDSCAPE CONSTRUCTION DOCUMENTS
SURPRISE, ARIZONA

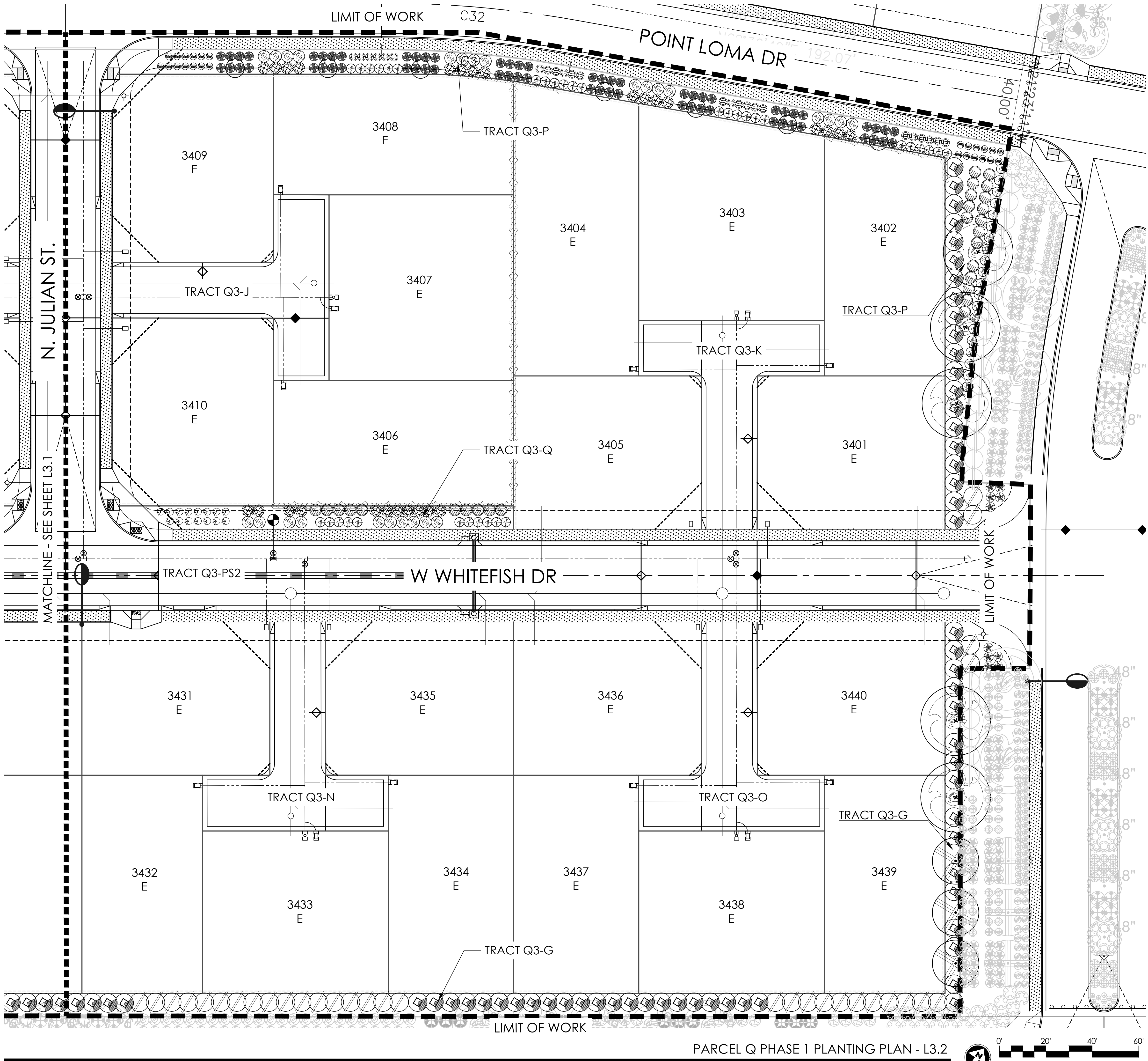
GREY PICKETT
landscape architecture
community design
7144 e steison drive, suite 205
scottsdale, arizona 85251
P. 480.609.0009 F. 480.609.0068



AMERICA'S LUXURY HOME BUILDER®

REVISIONS:

PROJECT #:
TOL269
SCALE:
1"=20'-0"
ISSUED FOR:
REVIEW
DRAWN BY:
TEAM
DATE:
03.29.2024
DRAWING:
LANDSCAPE PLAN
SHEET:
L3.1
PAGE:
03 OF 11
FS24-0089

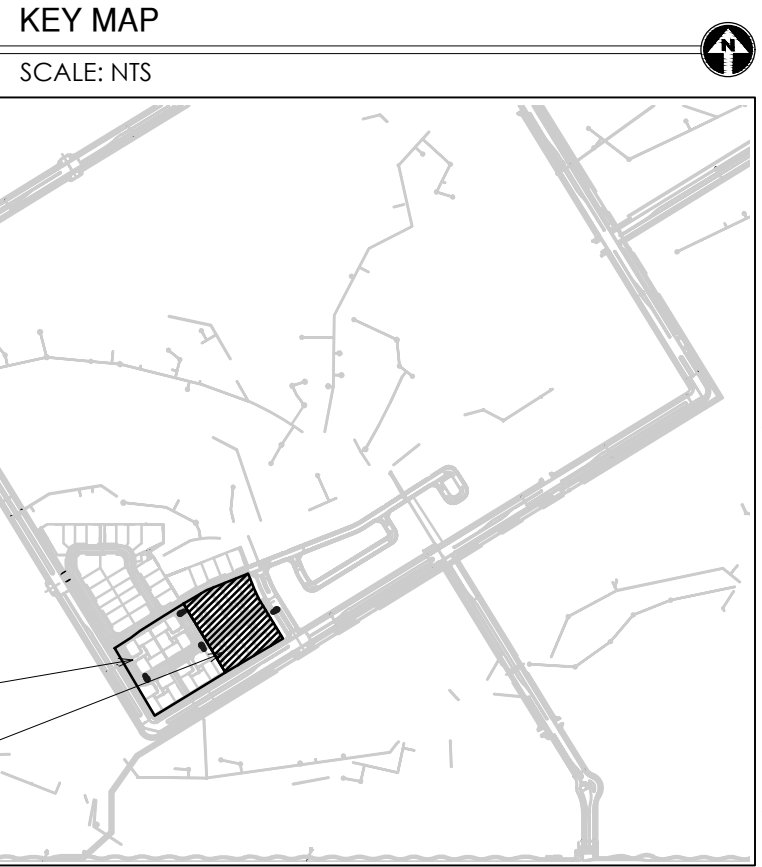


PRASADA PARCEL Q PHASE 3 SOUTH

PLANT MATERIALS LEGEND			
Sym.	Plant Name	Size	Qty
Trees			
	<i>Olea europaea</i> 'Swan Hill' Swan Hill Olive	36" Box	13
	<i>Pistacia</i> x 'Red Push' Red Push Pistache	36" Box	5
	<i>Sophora secundiflora</i> Texas Mountain Laurel	24" Box	21
Shrubs			
	<i>Bougainvillea</i> 'Rosenka' Bougainvillea	5 gal.	47
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.	6
	<i>Callistemon viminalis</i> 'Little John' Bottlebrush	5 gal.	81
	<i>Dalea frutescens</i> Black Dolea	5 gal.	10
	<i>Dodonaea viscosa</i> Hop Bush	5 gal.	50
	<i>Eremophila hygrophana</i> 'Blue Bells' Blue Bells Eremophila	5 gal.	26
	<i>Eremophila maculata</i> 'Valentine' Valentine Shrub	5 gal.	8
	<i>Ericameria laticifolia</i> Turpentine Bush	5 gal.	13
	<i>Leucophyllum frutescens</i> 'White Cloud' White Cloud Sage	5 gal.	31
	<i>Leucophyllum langmaniae</i> 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	88
	<i>Ruellia brittoniana</i> Purple Ruellia	5 gal.	29
	<i>Ruellia peninsularis</i> Desert Ruellia	5 gal.	110
	<i>Russelia equisetiformis</i> Coral Fountain	5 gal.	34
	<i>Tecoma stans</i> Yellow Bells	5 gal.	105
Groundcovers			
	<i>Lantana camara</i> 'Dallas Red' Dallas Red Lantana	1 gal.	40
	<i>Lantana</i> 'New Gold' New Gold Lantana	1 gal.	85
	<i>Rosmarinus officinalis</i> 'Prostratus' Dwarf Rosemary	1 gal.	52
Accents / Vines			
	<i>Hesperaloe parviflora</i> -red Red Yucca	5 gal.	125
	<i>Muhlenbergia capillaris</i> 'Regal Mist' Regal Mist TM	5 gal.	10
INERTS			
Sym.	Description		
	DECOMPOSED GRANITE.		

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

NOTE: Trees, shrubs, and other landscaping are permitted within the sight visibility triangle provided limbs, leaves, needles, or other foliage are kept below 30 inches or above 84 inches, per Surprise EDS Detail 4-01.



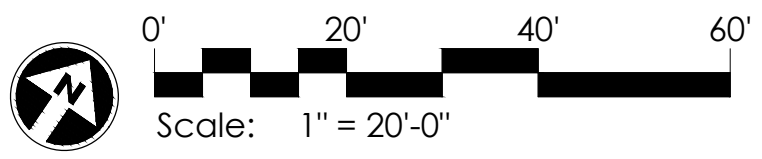
STERLING GROVE
PARCEL Q PHASE 3 SOUTH
LANDSCAPE CONSTRUCTION DOCUMENTS
SURPRISE, ARIZONA

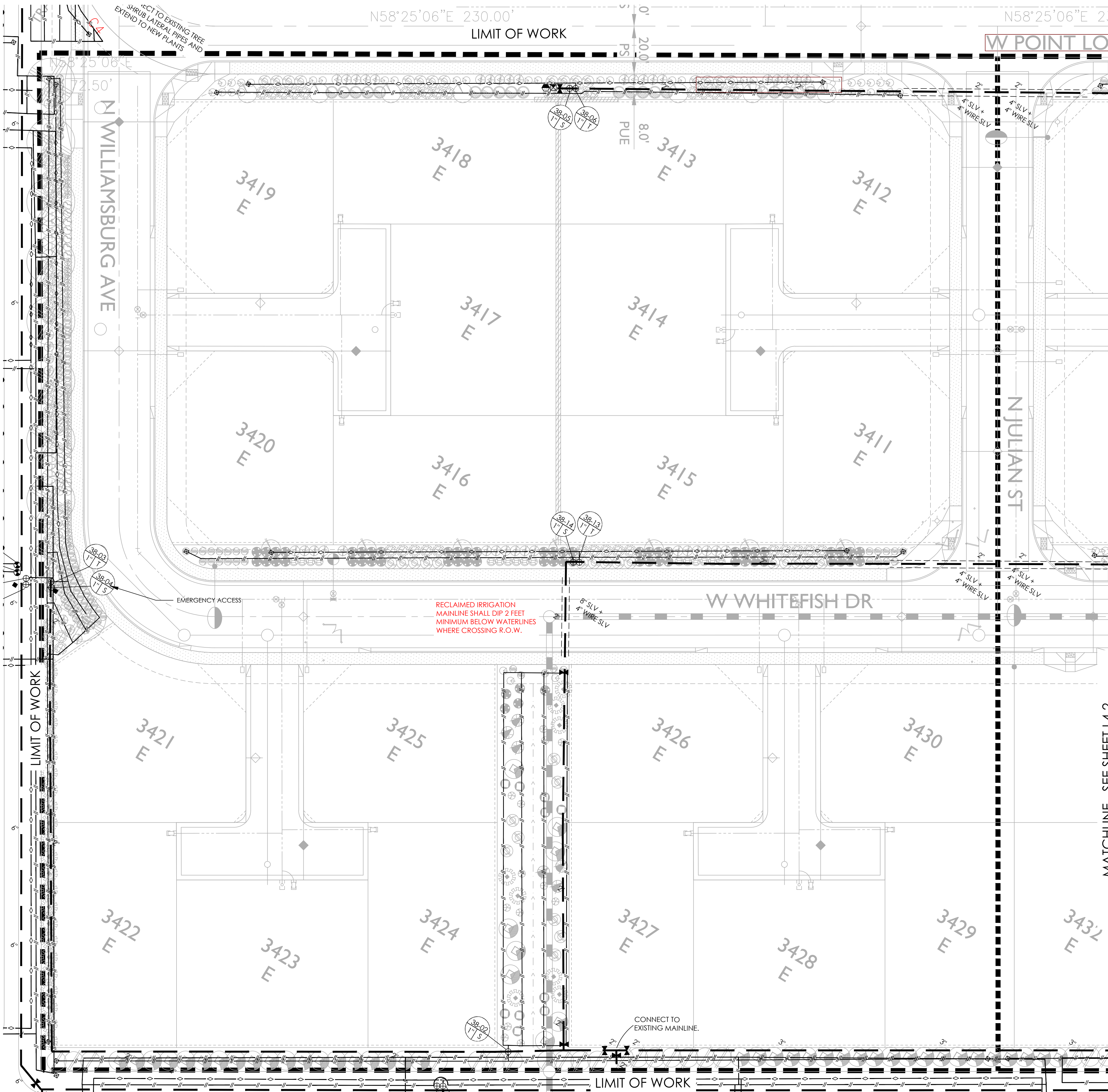
REVISIONS:

PROJECT #:
TOL269
SCALE:
1"=20'-0"
ISSUED FOR:
REVIEW
DRAWN BY:
TEAM
DATE:
03.29.2024
DRAWING:
LANDSCAPE PLAN
SHEET:
L3.2
PAGE:
04 OF 11
FS24-0089

GREY PICKETT
landscape architecture
community design
7144 e stelson drive, suite 205
scottsdale, arizona 85251
P. 480.609.0009 F. 480.609.0068

PARCEL Q PHASE 1 PLANTING PLAN - L3.2





NOTE:

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

PIPE SIZING SCHEDULE:

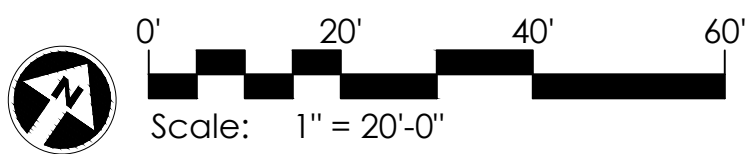
CLASS 200 & SCHEDULE 40 PVC	
GPM	SIZE
0-4	1/2"
5-8	3/4"
9-13	1"
14-20	1-1/4"
21-30	1-1/2"
31-53	2"
54-75	2-1/2"
76-115	3"

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

MATCHLINE - SEE SHEET L4.2

IRRIGATION SCHEDULE

- XBT-10-6 RAIN BIRD MULTI-OUTLET EMITTER (ONE PER 6 SHRUBS--NOT SHOWN) (1.0 GPH @ 20 PSI PER PLANT)
- XBT-10-6 RAIN BIRD MULTI-OUTLET EMITTER (1 PER 24" BOX TREE--NOT SHOWN) (6.0 GPH @ 20 PSI)
- XBT-20-6 RAIN BIRD MULTI-OUTLET EMITTER (1 PER 36" BOX TREE--NOT SHOWN) (12.0 GPH @ 20 PSI)
- F4-PC-SS-NP-8P RAIN BIRD ROTARY SPRINKLER (7.4 GPM @ 50 PSI)
- F4-PC-SS-NP-12P RAIN BIRD ROTARY SPRINKLER (11.0 GPM @ 50 PSI)
- F4-FC-SS-NP-12P RAIN BIRD ROTARY SPRINKLER (11.0 GPM @ 50 PSI)
- 5004+-PC-SAM-NP-SS-1.5LA RAIN BIRD ROTARY SPRINKLER (1.76 GPM @ 55 PSI)
- 5004+-PC-SAM-NP-SS-3.0LA RAIN BIRD ROTARY SPRINKLER (3.41 GPM @ 55 PSI)
- 5004+-FC-SAM-NP-SS-3.0LA RAIN BIRD ROTARY SPRINKLER (3.41 GPM @ 55 PSI)
- 3504-PC-SAM-NP-1.0 RAIN BIRD ROTARY SPRINKLER (1.06 GPM @ 45 PSI)
- 3504-PC-SAM-NP-2.0 RAIN BIRD ROTARY SPRINKLER (1.93 GPM @ 45 PSI)
- 3504-FC-SAM-NP-4.0 RAIN BIRD ROTARY SPRINKLER (4.13 GPM @ 45 PSI)
- RD-04-SAM-PRS-NP-12Q RAIN BIRD POP-UP LAWN SPRINKLER (0.6 GPM @ 25 PSI)
- RD-04-SAM-PRS-NP-12H RAIN BIRD POP-UP LAWN SPRINKLER (1.2 GPM @ 25 PSI)
- RD-04-SAM-PRS-NP-12F RAIN BIRD POP-UP LAWN SPRINKLER (2.4 GPM @ 25 PSI)
- PESB-R-PRS-D SERIES RAIN BIRD ELECTRIC VALVE w/ PRESSURE REGULATOR SET AT 55 PSI
- 100-PESB-R RAIN BIRD ELECTRIC VALVE FOR EMITTER SYSTEM INCLUDES: RBY100MPTX RAIN BIRD WYE STRAINER (200 MESH); AND PSI-M40X-100 RAIN BIRD PRESSURE REGULATOR.
- ESP12LXME-LXMM-LXMMPED RAIN BIRD ELECTRIC CONTROLLER WITH ESPLXMSM12 STATION MODULES, NCC-3GUSA CELLULAR CARTRIDGE, AND WR2-48 RAIN-FREEZE SENSOR AND CONTROLLER INTERFACE (w/ 48-HOUR HOLD); INCLUDING IGEXTANT ANTENNA COMPATIBLE WITH RAIN BIR IQ CLOUD-BASED CENTRAL CONTROL SYSTEM
- IC-10A-2" CRISPIN AIR-RELIEF VALVE
- 44-NP RAIN BIRD 1" QUICK-COUPLER VALVE
- AWWA CAST IRON, RUBBER-RING MAIN LINE ISOLATION GATE VALVE: T-113K NIBCO BRASS WITH CROSS HANDLE FOR 2" & SMALLER
- #100-2" CHAMPION MANUAL DRAIN VALVE
- MHT-3/4" --MANUAL DRIP FLUSH DEVICE
- CLASS 200 PVC PIPE--HOA MAINLINE IN LANDSCAPE COMMON AREAS. RUBBER-RING WITH DUCTILE IRON FITTINGS AND TAPS. 2" AND SMALLER SOLVENT WELD CLASS 200 PVC. PURPLE COLOR, TAPED TO INDICATE RECLAIMED WATER USE, AND TRACER WIRE.
- CLASS 200 PVC PIPE--HOA MAINLINE IN GOLF AREAS. RUBBER-RING WITH DUCTILE IRON FITTINGS AND TAPS. 2" AND SMALLER SOLVENT WELD CLASS 200 PVC. PURPLE COLOR, TAPED TO INDICATE RECLAIMED WATER USE, AND TRACER WIRE.
- CLASS 200 PVC PIPE--TURF LATERALS. SOLVENT WELD. PURPLE COLOR TO INDICATE RECLAIMED WATER USE.
- 1/2" CLASS 315 PVC PIPE-TO TREE EMITTERS. SOLVENT WELD. PURPLE COLOR TO INDICATED RECLAIMED WATER USE.
- 1/2" CLASS 315 PVC PIPE-TO SHRUB EMITTERS. SOLVENT WELD. PURPLE COLOR TO INDICATED RECLAIMED WATER USE.
- SCHEDULE 40 PVC SLEEVING MATERIAL



KEY MAP

SCALE: NTS



GREY | PICKETT
landscape architecture community design
7144 e stelson drive, suite 205
scottsdale, arizona 85251
P. 480.609.0009 F. 480.609.0068



STERLING GROVE
PARCEL Q PHASE 3 SOUTH
LANDSCAPE CONSTRUCTION DOCUMENTS
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

REVISIONS:

PROJECT #:
TOL269
SCALE:
1"=20'-0"
ISSUED FOR:
REVIEW
DRAWN BY:
TEAM
DATE:
03.29.2024
DRAWING:
IRRIGATION PLAN

SHEET:

L4.1

PAGE:
04 OF 11
FS24-0089

IT LOMA DR

LIMIT OF WORK 32

MATCHLINE - SEE SHEET L4.1

W WHITEFISH DR

RECLAIMED IRRIGATION
MAINLINE SHALL DIP 2
FEET MINIMUM BELOW
WATERLINES WHERE
CROSSING R.O.W.

LIMIT OF WORK

LIMIT OF WORK

LIMIT OF WORK 31

PARCEL Q PHASE 3A IRRIGATION PLAN - L4.2

NOTE:

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

CONTROLLER LETTER/NUMBER	STATION NUMBER
VALVE SIZE	L = LAWN; T = TREE; S = SHRUB;

PIPE SIZING SCHEDULE:

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

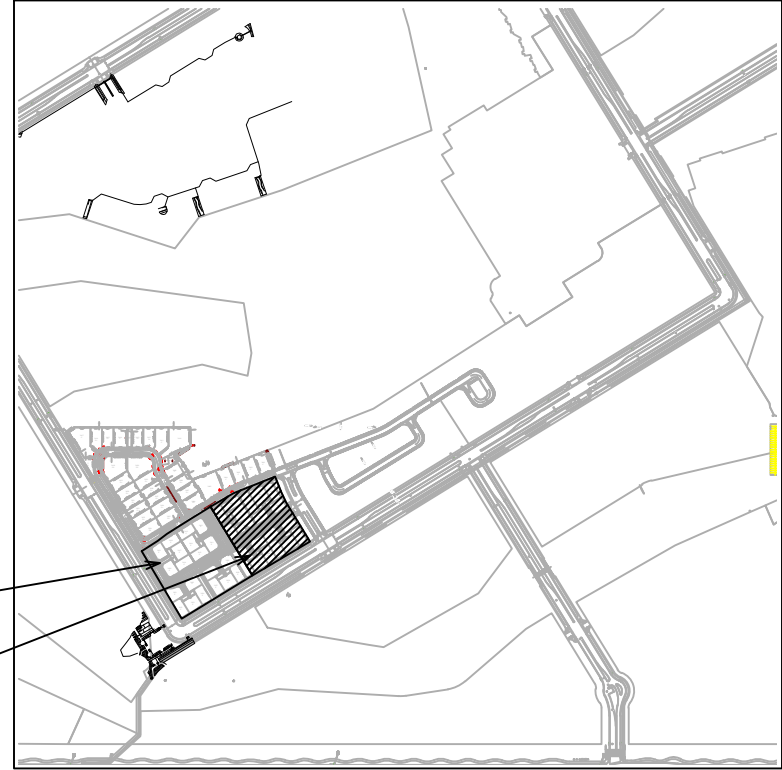
NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER SHALL BE THE SIZE OF THE SPRINKLER HEAD INLET.

IRRIGATION SCHEDULE

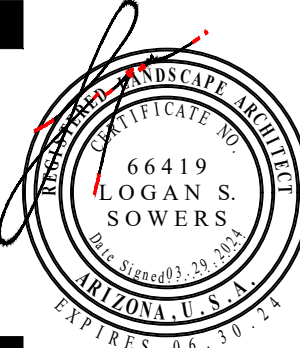
- XBT-10-6 RAIN BIRD MULTI-OUTLET EMITTER (ONE PER 6 SHRUBS--NOT SHOWN) (1.0 GPH @ 20 PSI PER PLANT)
- XBT-10-6 RAIN BIRD MULTI-OUTLET EMITTER (1 PER 24" BOX TREE--NOT SHOWN) (6.0 GPH @ 20 PSI)
- XBT-20-6 RAIN BIRD MULTI-OUTLET EMITTER (1 PER 36" BOX TREE--NOT SHOWN) (12.0 GPH @ 20 PSI)
- F4-PC-SS-NP-8P RAIN BIRD ROTARY SPRINKLER (7.4 GPM @ 50 PSI)
- F4-PC-SS-NP-12P RAIN BIRD ROTARY SPRINKLER (11.0 GPM @ 50 PSI)
- F4-FC-SS-NP-12P RAIN BIRD ROTARY SPRINKLER (11.0 GPM @ 50 PSI)
- 5004+-PC-SAM-NP-SS-1.5LA RAIN BIRD ROTARY SPRINKLER (1.76 GPM @ 55 PSI)
- 5004+-PC-SAM-NP-SS-3.0LA RAIN BIRD ROTARY SPRINKLER (3.41 GPM @ 55 PSI)
- 5004+-FC-SAM-NP-SS-3.0LA RAIN BIRD ROTARY SPRINKLER (3.41 GPM @ 55 PSI)
- 3504-PC-SAM-NP-1.0 RAIN BIRD ROTARY SPRINKLER (1.06 GPM @ 45 PSI)
- 3504-PC-SAM-NP-2.0 RAIN BIRD ROTARY SPRINKLER (1.93 GPM @ 45 PSI)
- 3504-FC-SAM-NP-4.0 RAIN BIRD ROTARY SPRINKLER (4.13 GPM @ 45 PSI)
- RD-04-SAM-PRS-NP-12Q RAIN BIRD POP-UP LAWN SPRINKLER (0.6 GPM @ 25 PSI)
- RD-04-SAM-PRS-NP-12H RAIN BIRD POP-UP LAWN SPRINKLER (1.2 GPM @ 25 PSI)
- RD-04-SAM-PRS-NP-12F RAIN BIRD POP-UP LAWN SPRINKLER (2.4 GPM @ 25 PSI)
- PESB-R-PRS-D SERIES RAIN BIRD ELECTRIC VALVE w/ PRESSURE REGULATOR SET AT 55 PSI
- 100-PESB-R RAIN BIRD ELECTRIC VALVE FOR EMITTER SYSTEM INCLUDES: RBY100MPX RAIN BIRD WYE STRAINER (200 MESH); AND PSI-M40X-100 RAIN BIRD PRESSURE REGULATOR.
- ESP12LXME-LXMM-LXMMPPED RAIN BIRD ELECTRIC CONTROLLER WITH ESPLXMSM12 STATION MODULES, NCC-3GUSA CELLULAR CARTRIDGE, AND WR2-48 RAIN-FREEZE SENSOR AND CONTROLLER INTERFACE (w/ 48-HOUR HOLD); INCLUDING IQEXTANT ANTENNA COMPATIBLE WITH RAIN BIR IQ CLOUD-BASED CENTRAL CONTROL SYSTEM
- IC-10A-2" CRISPIN AIR-RELIEF VALVE
- 44-NP RAIN BIRD 1" QUICK-COUPLER VALVE
- AWWA CAST IRON, RUBBER-RING MAIN LINE ISOLATION GATE VALVE; T-113K NIBCO BRASS WITH CROSS HANDLE FOR 2" & SMALLER
- #100-2" CHAMPION MANUAL DRAIN VALVE
- MHT-3/4" --MANUAL DRIP FLUSH DEVICE
- CLASS 200 PVC PIPE--HOA MAINLINE IN LANDSCAPE COMMON AREAS. RUBBER-RING WITH DUCTILE IRON FITTINGS AND TAPS. 2" AND SMALLER SOLVENT WELD CLASS 200 PVC. PURPLE COLOR, TAPED TO INDICATE RECLAIMED WATER USE, AND TRACER WIRE.
- CLASS 200 PVC PIPE--HOA MAINLINE IN GOLF AREAS. RUBBER-RING WITH DUCTILE IRON FITTINGS AND TAPS. 2" AND SMALLER SOLVENT WELD CLASS 200 PVC. PURPLE COLOR, TAPED TO INDICATE RECLAIMED WATER USE, AND TRACER WIRE.
- CLASS 200 PVC PIPE--TURF LATERALS. SOLVENT WELD. PURPLE COLOR TO INDICATE RECLAIMED WATER USE.
- 1/2" CLASS 315 PVC PIPE--TO TREE EMITTERS. SOLVENT WELD. PURPLE COLOR TO INDICATED RECLAIMED WATER USE.
- 1/2" CLASS 315 PVC PIPE--TO SHRUB EMITTERS. SOLVENT WELD. PURPLE COLOR TO INDICATED RECLAIMED WATER USE.
- SCHEDULE 40 PVC SLEEVING MATERIAL

KEY MAP

SCALE: NTS



GREY | PICKETT
landscape architecture community design
7144 e stelson drive, suite 205
scottsdale, arizona 85251
P. 480. 609. 0009 F. 480. 609. 0068



STERLING GROVE
PARCEL Q PHASE 3 SOUTH
LANDSCAPE CONSTRUCTION DOCUMENTS
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

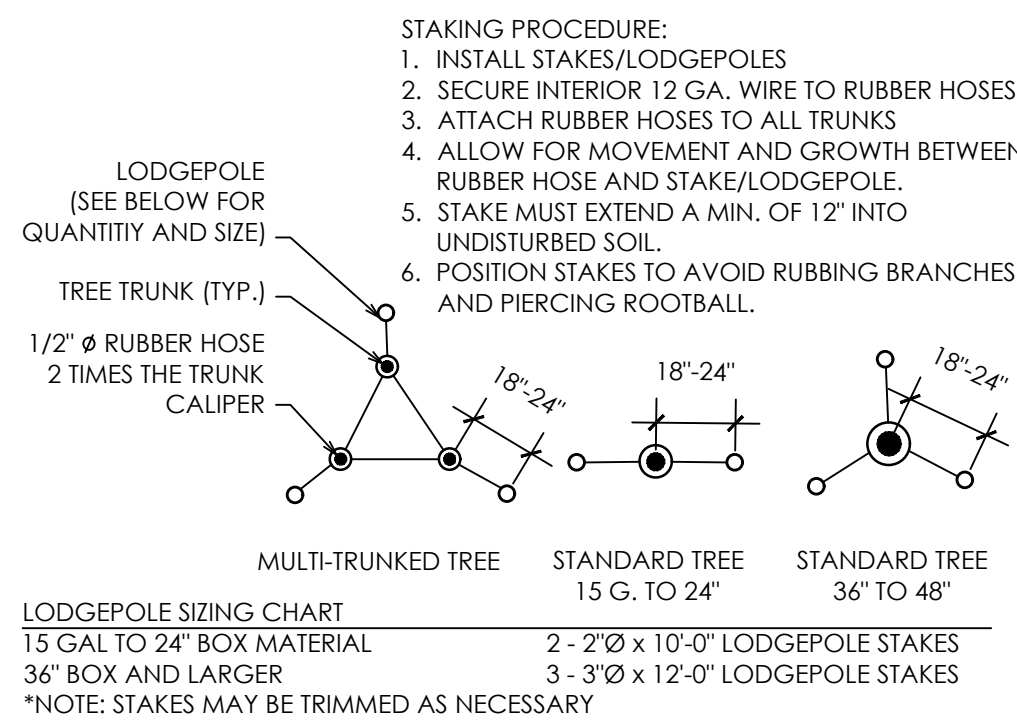
REVISIONS:

PROJECT #:
TOL269
SCALE:
1"=20'-0"
ISSUED FOR:
REVIEW
DRAWN BY:
TEAM
DATE:
03.29.2024
DRAWING:
IRRIGATION PLAN

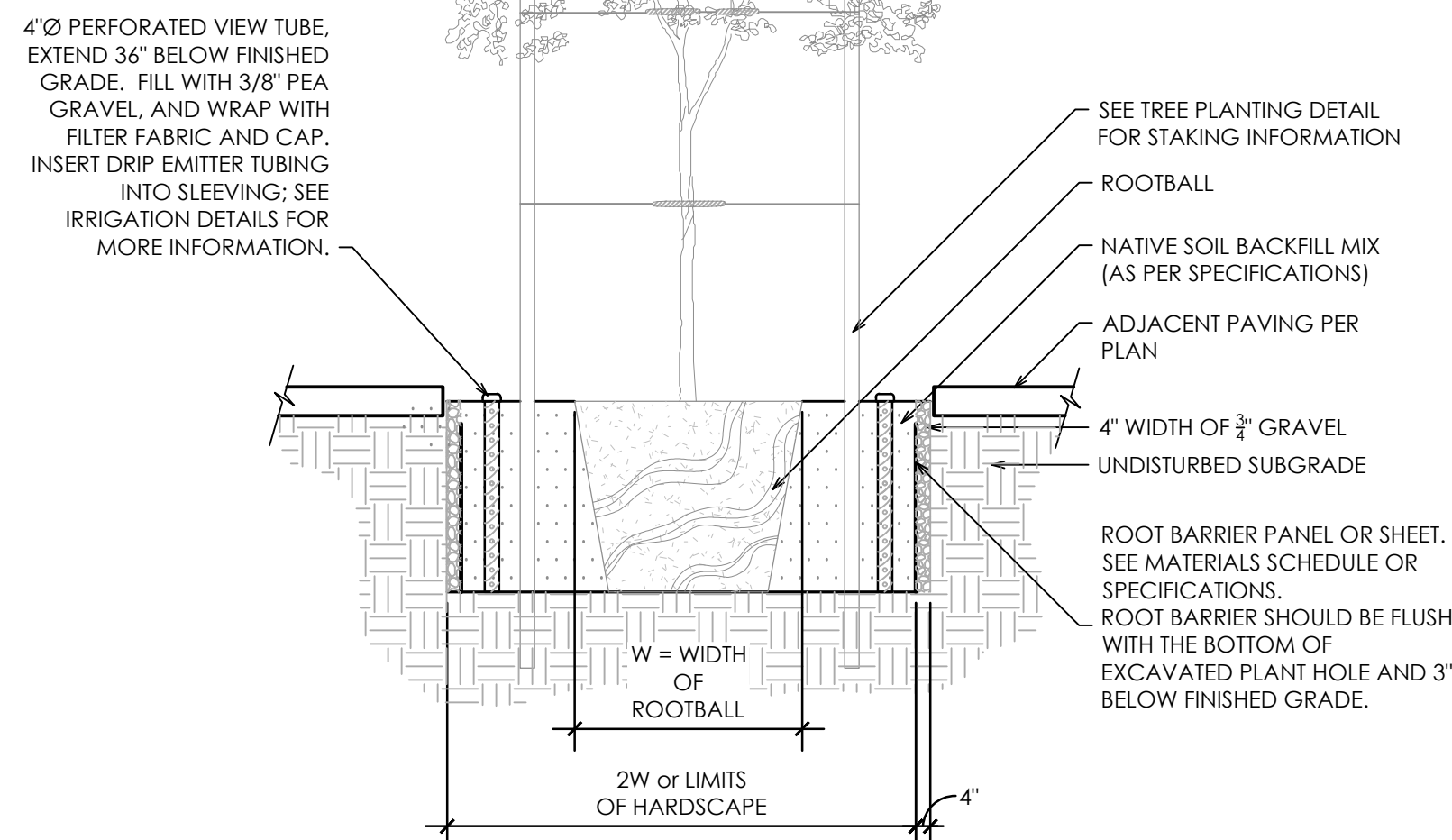
SHEET:

L4.2

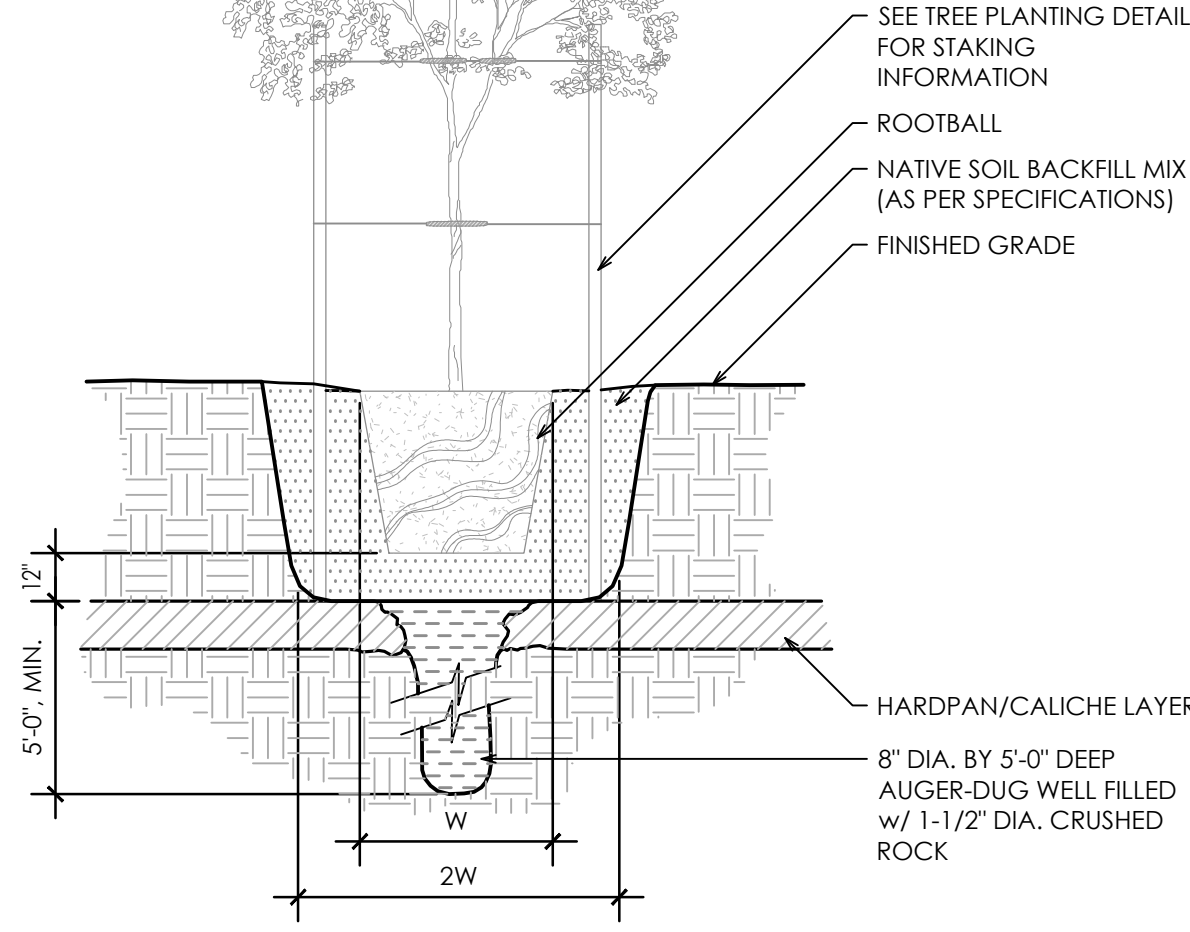
PAGE:
05 OF 11
FS24-0089



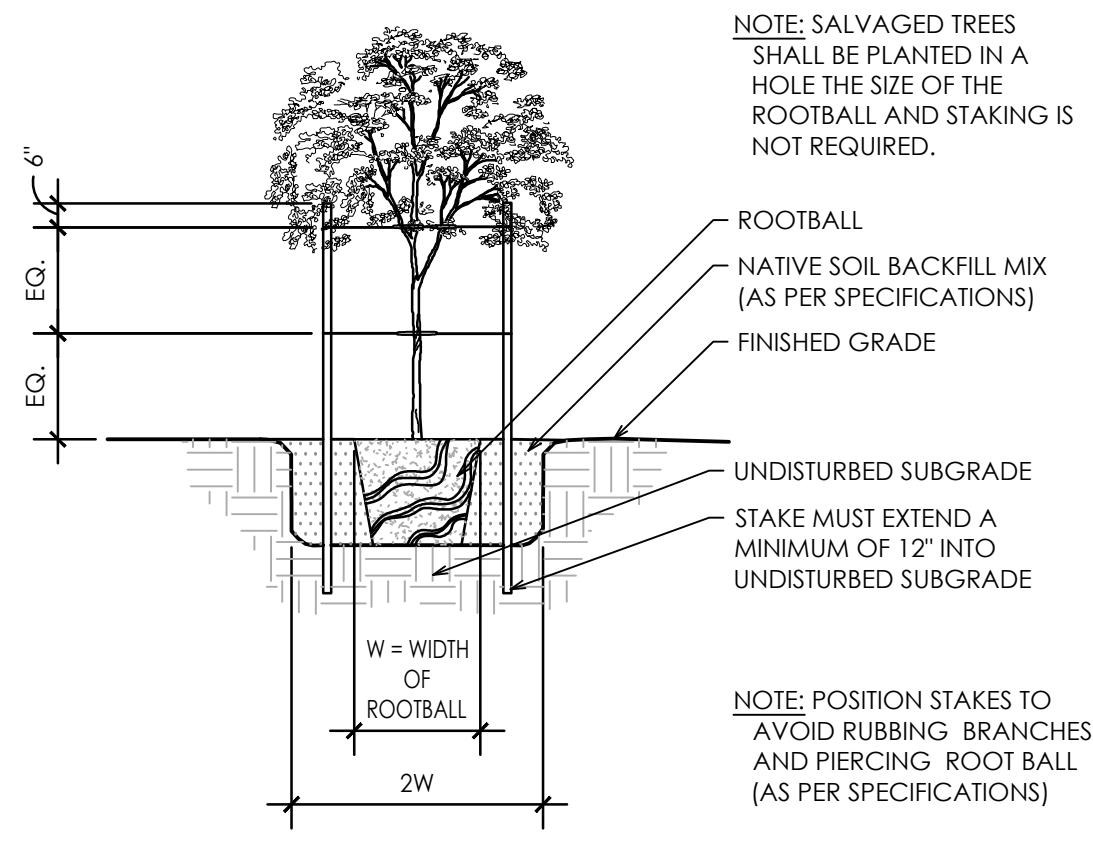
4 Tree Staking Diagram
Scale: NTS



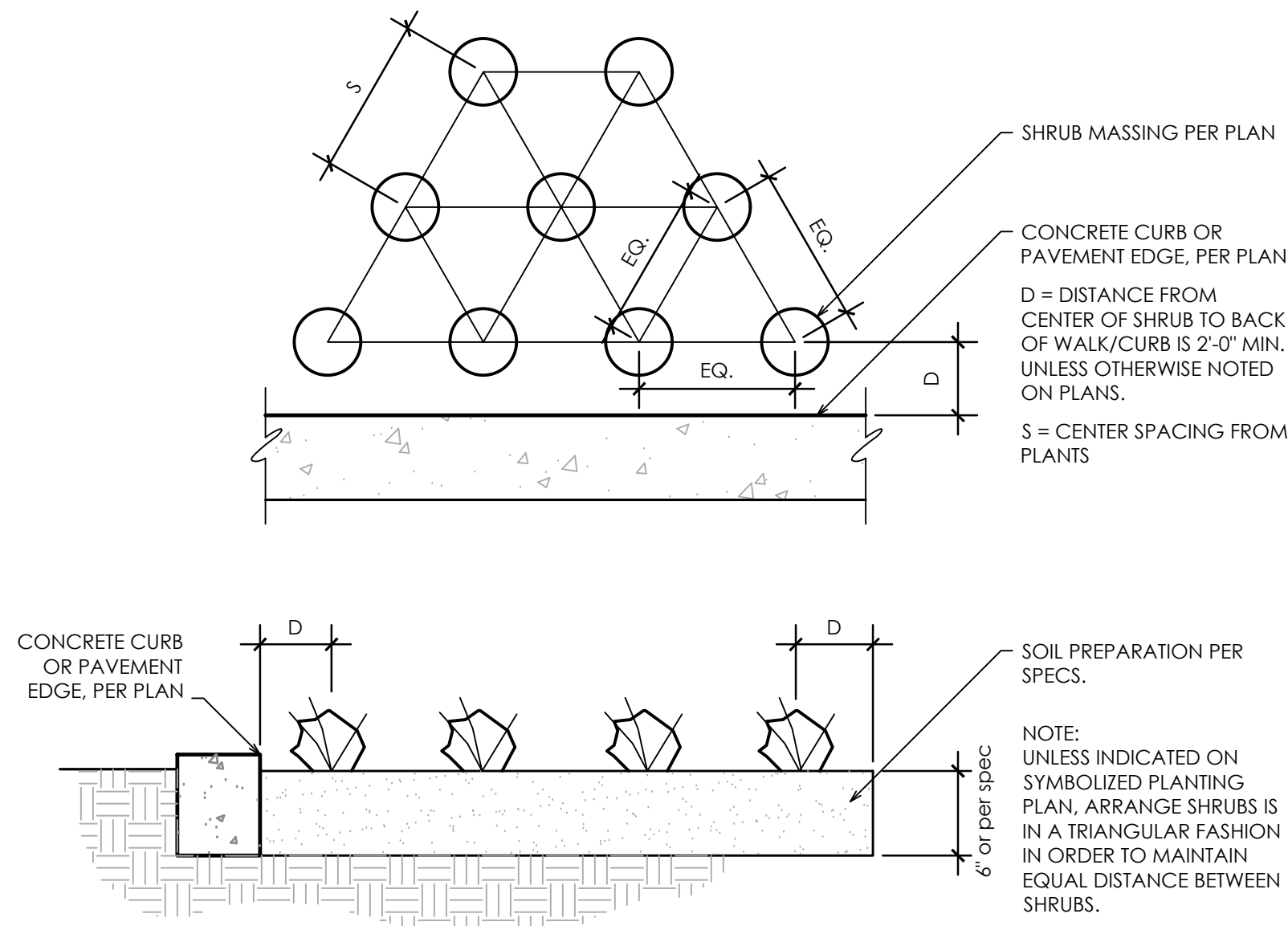
3 Deep Watering Detail
Scale: NTS



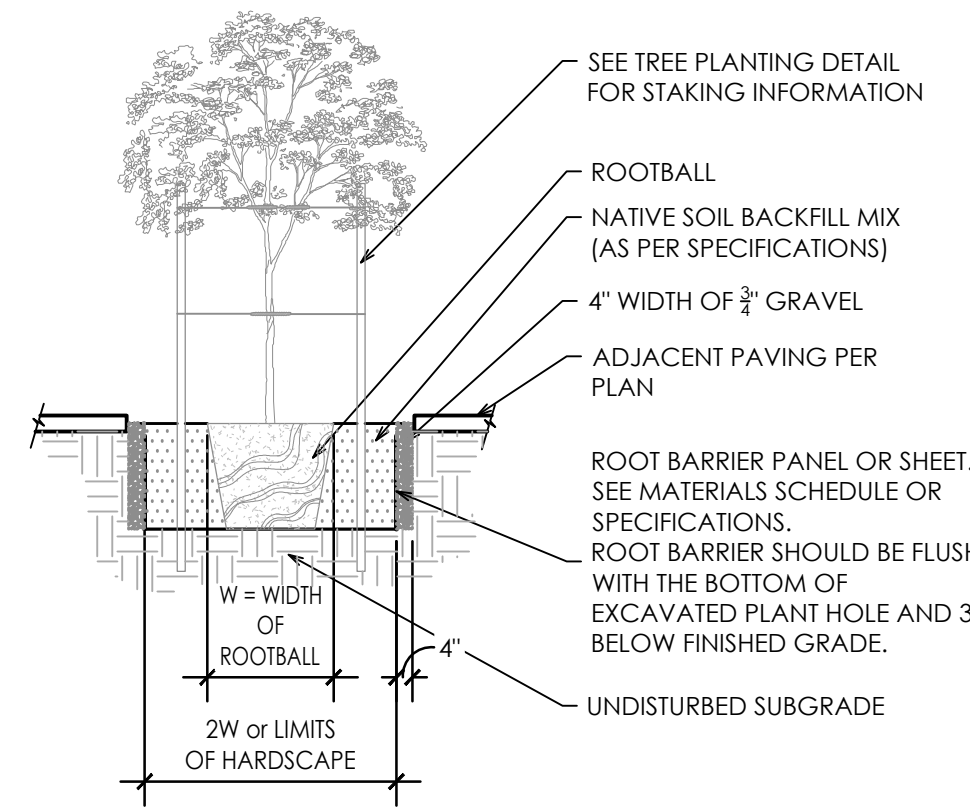
2 Hard Pan Detail
Scale: NTS



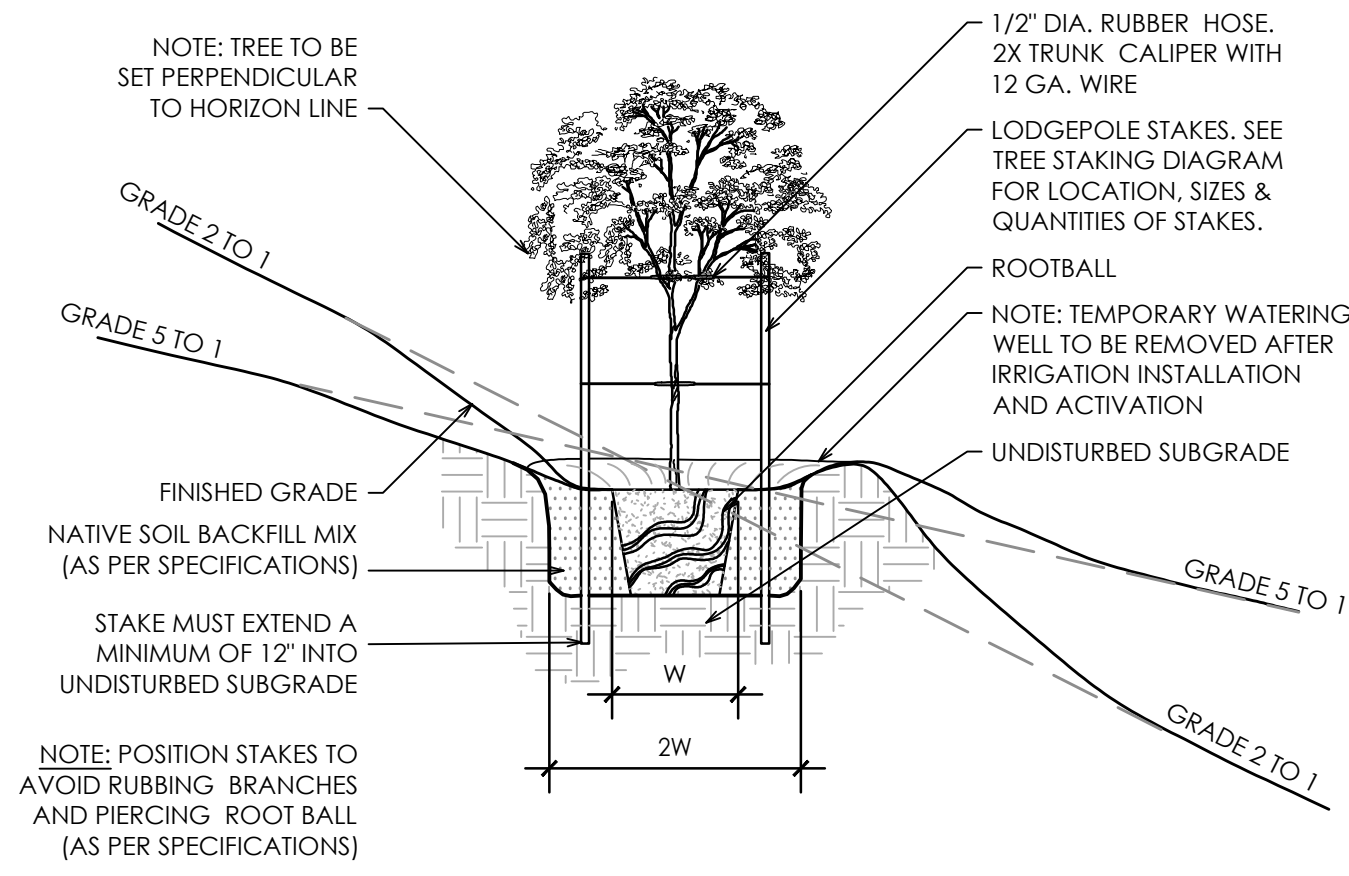
1 Tree Planting Detail
Scale: NTS



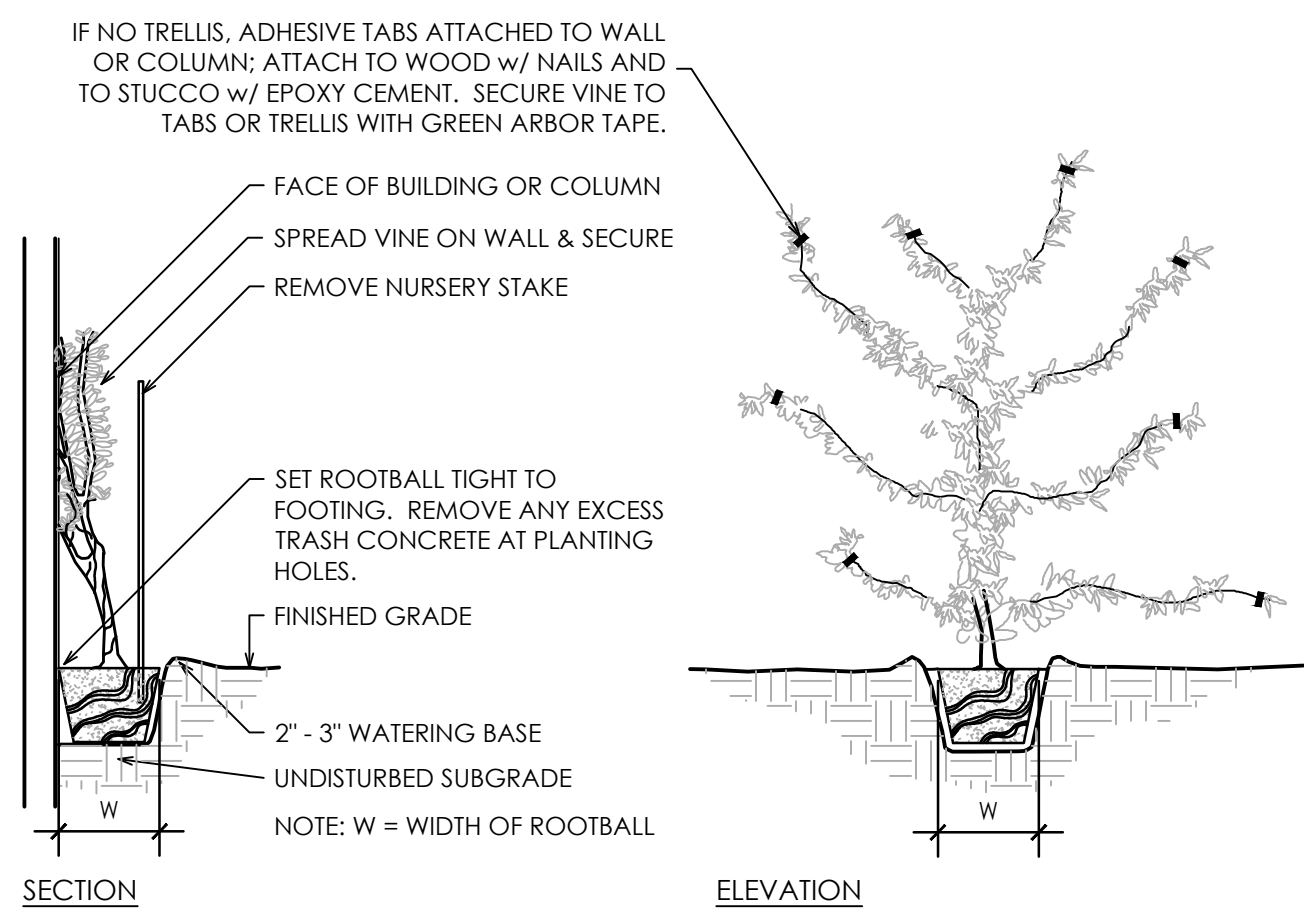
7 Plant Spacing Detail
Scale: NTS



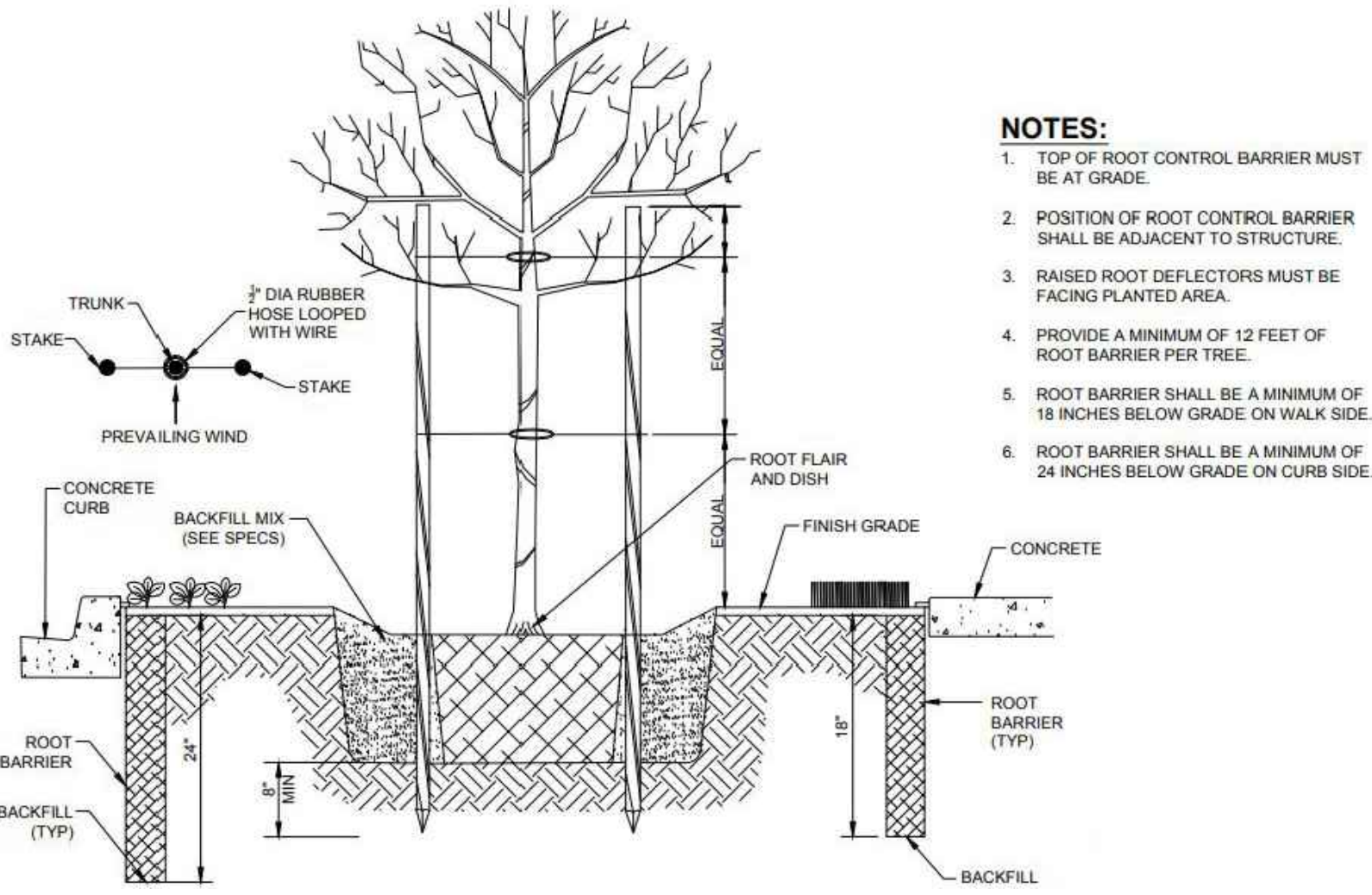
6 Root Barrier Detail
Scale: NTS



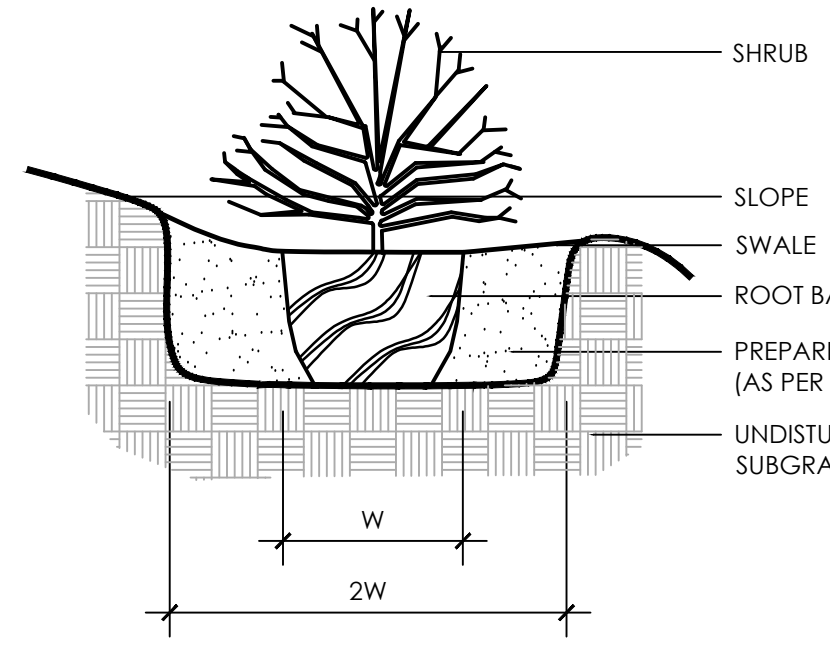
5 Tree Planting on Slope Detail
Scale: NTS



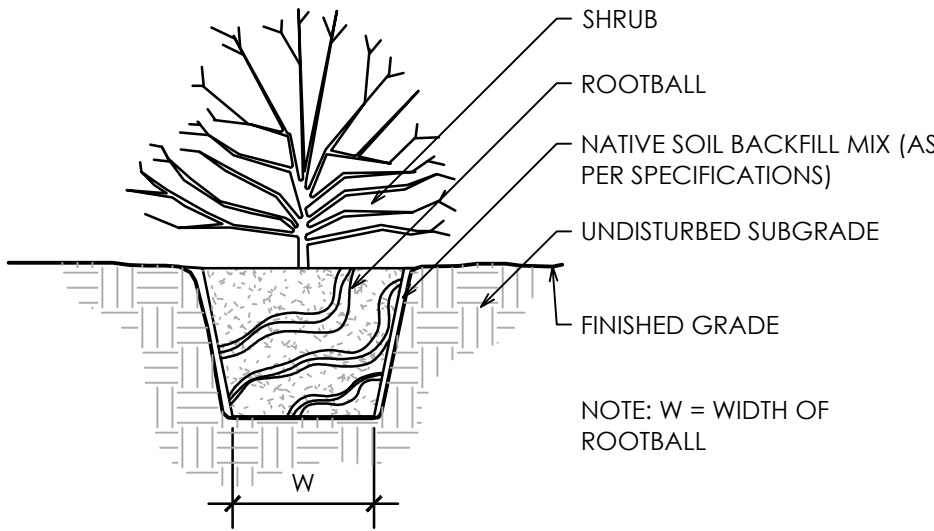
11 Vine Planting Detail
Scale: NTS



10 Root Barrier
Scale: NTS

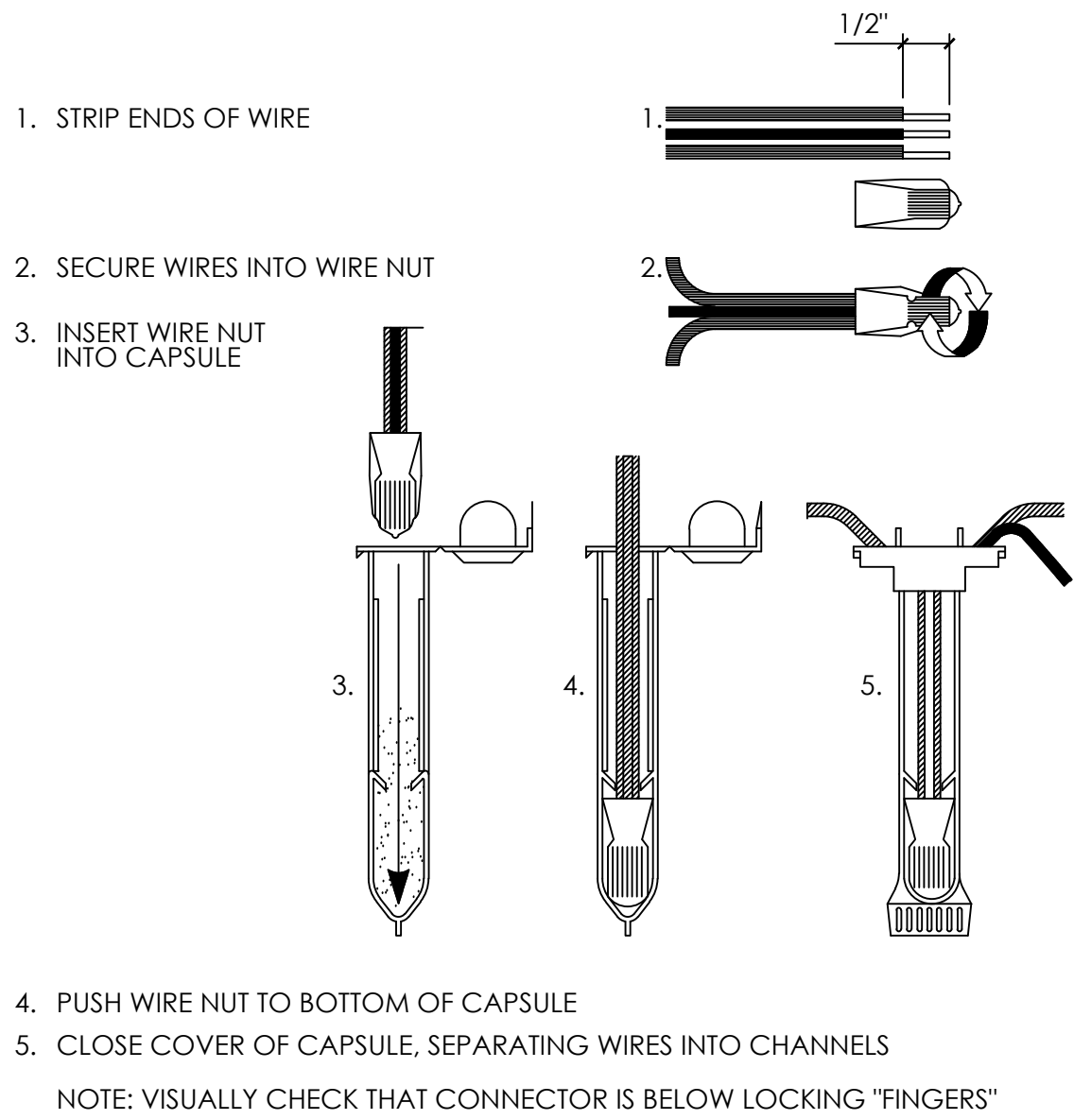


9 Shrub Planting on Slope
Scale: NTS

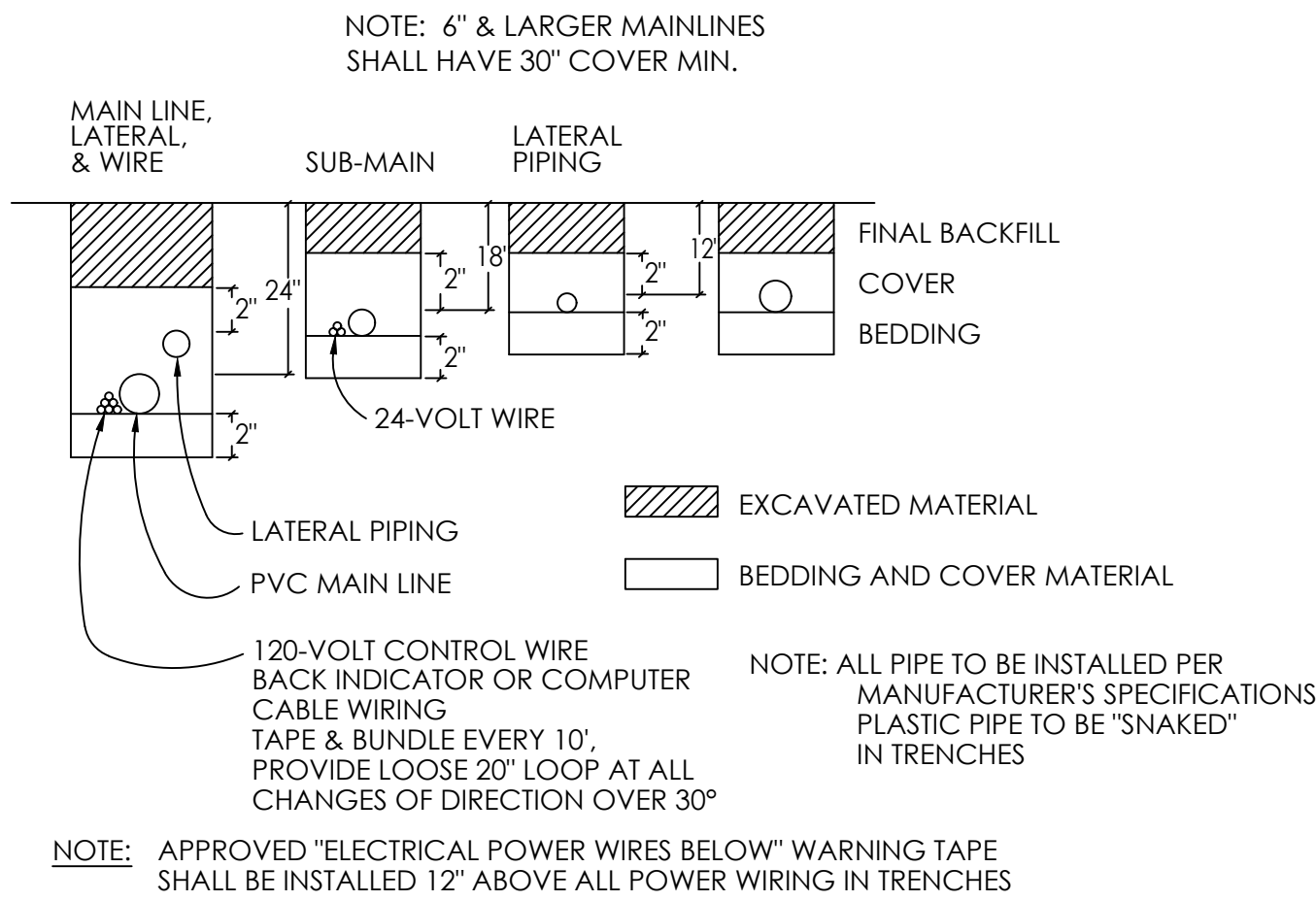


8 Shrub Planting Detail
Scale: NTS

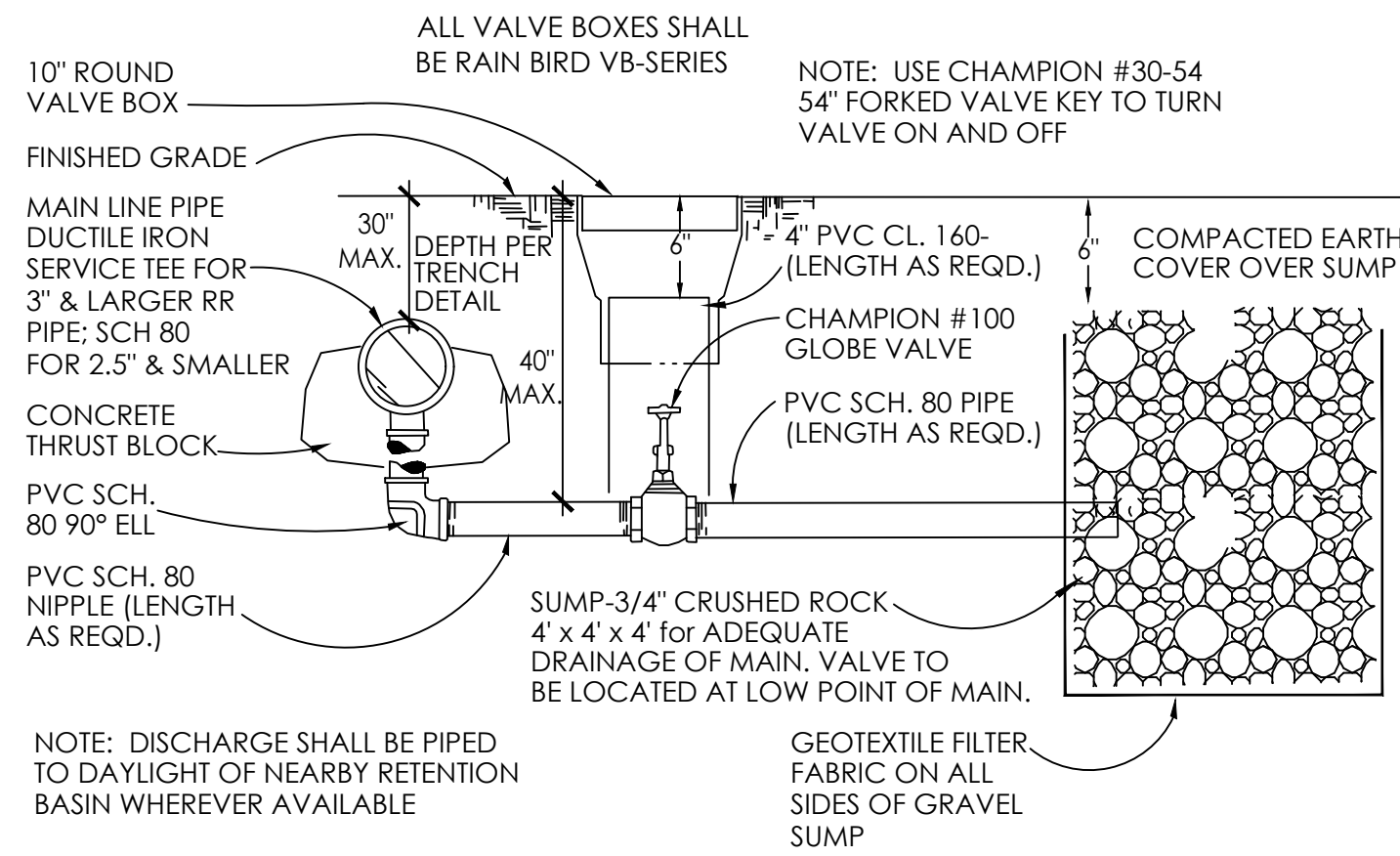




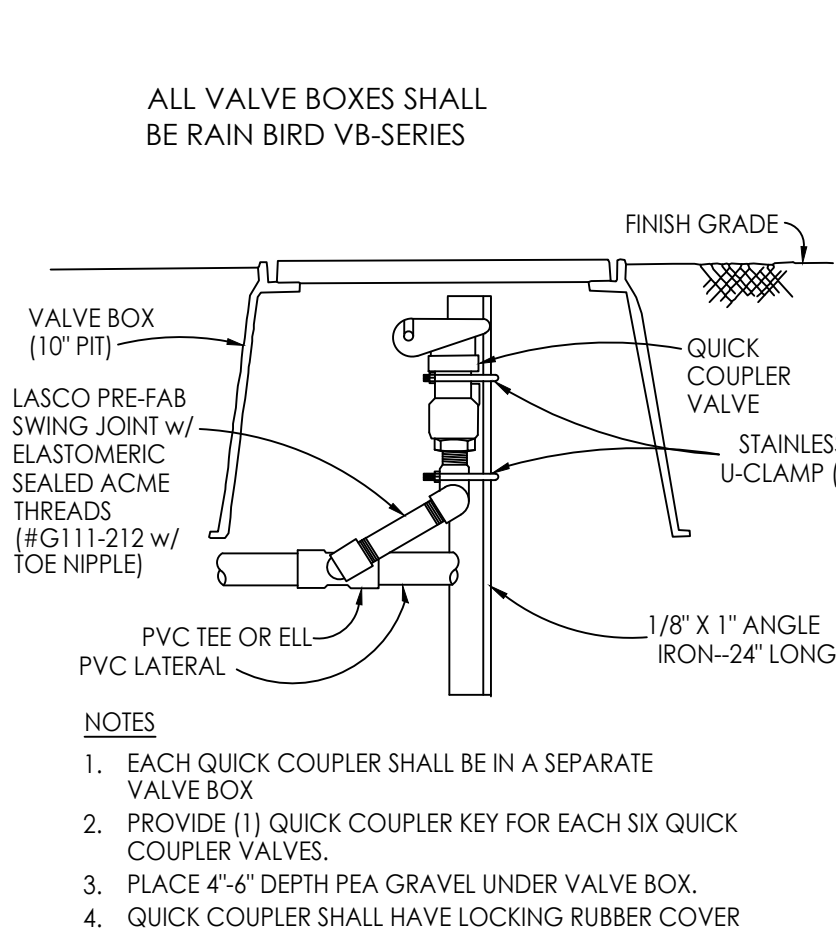
DIRECT-BURY WIRE SPLICING



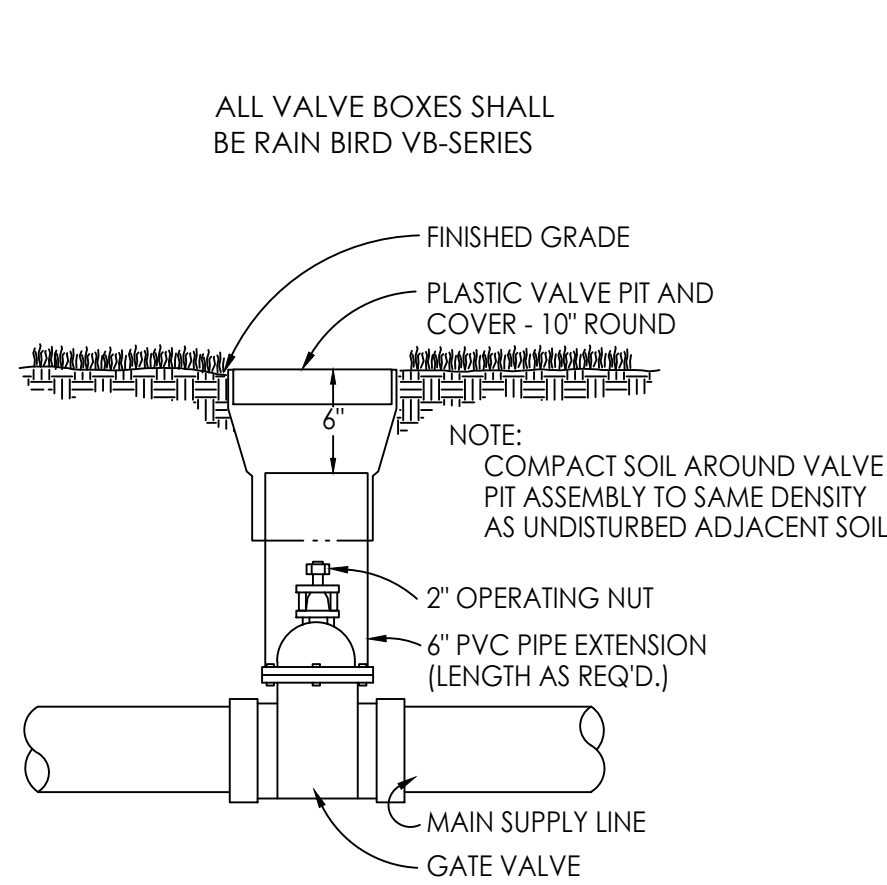
TRENCHING DETAIL



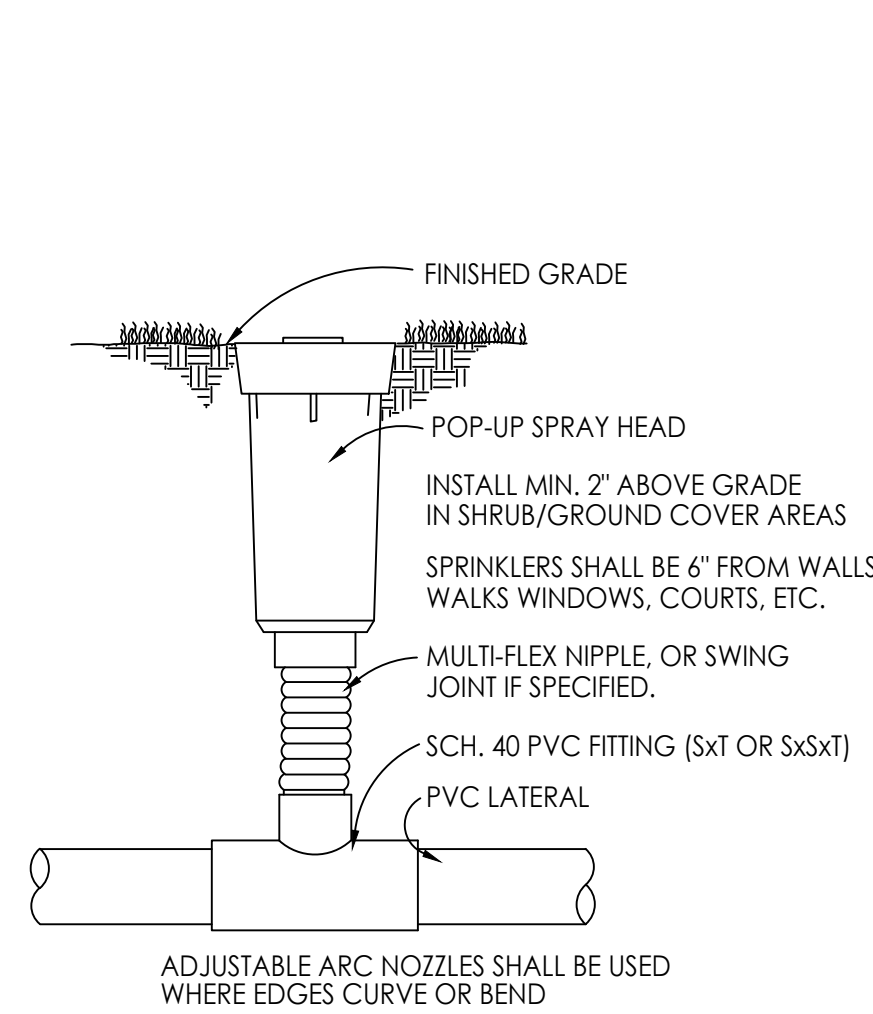
MANUAL DRAIN VALVE ASSEMBLY



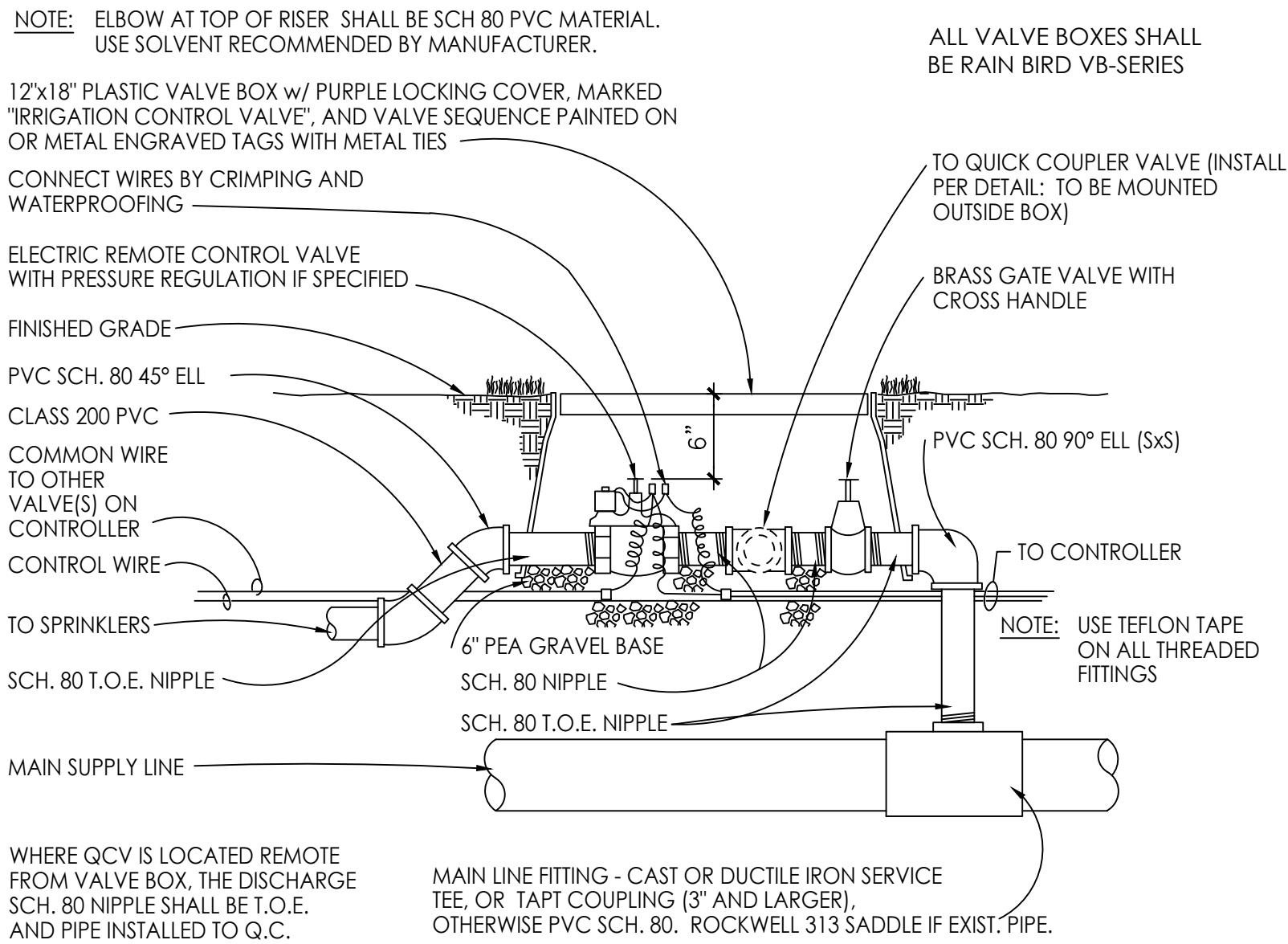
QUICK-COUPLER VALVE IN BOX



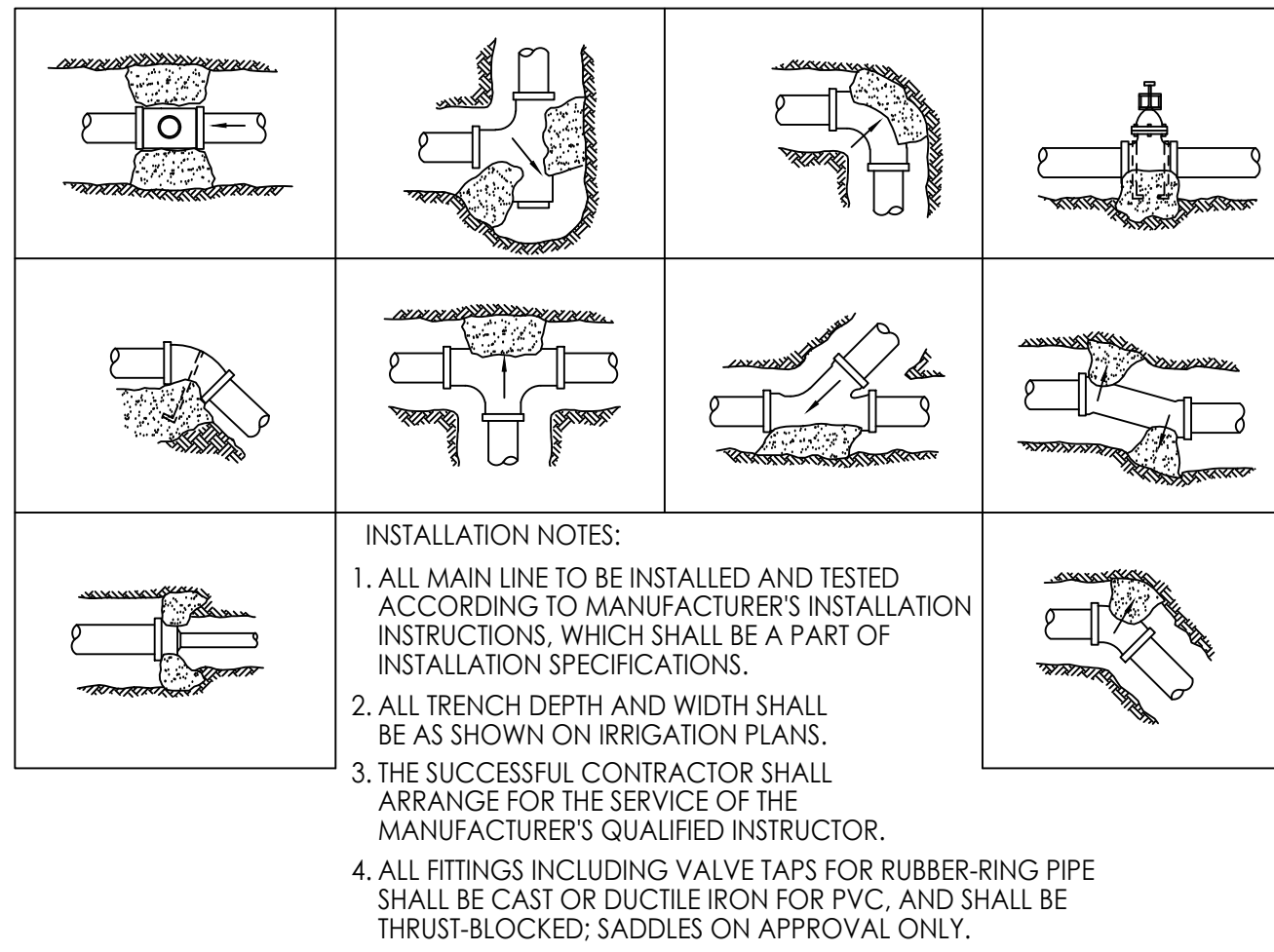
GATE VALVE ASSEMBLY



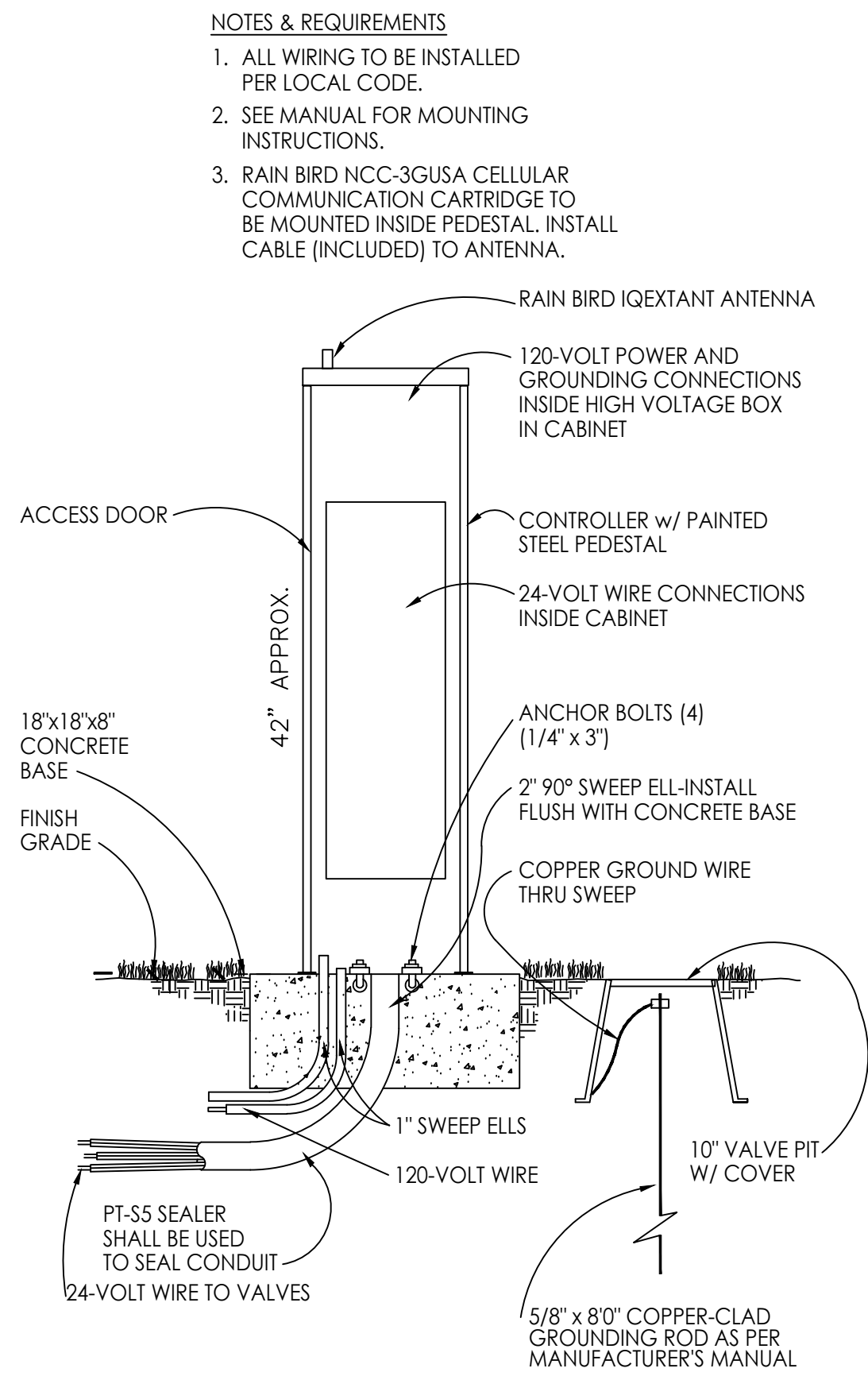
POP-UP SPRAY HEAD



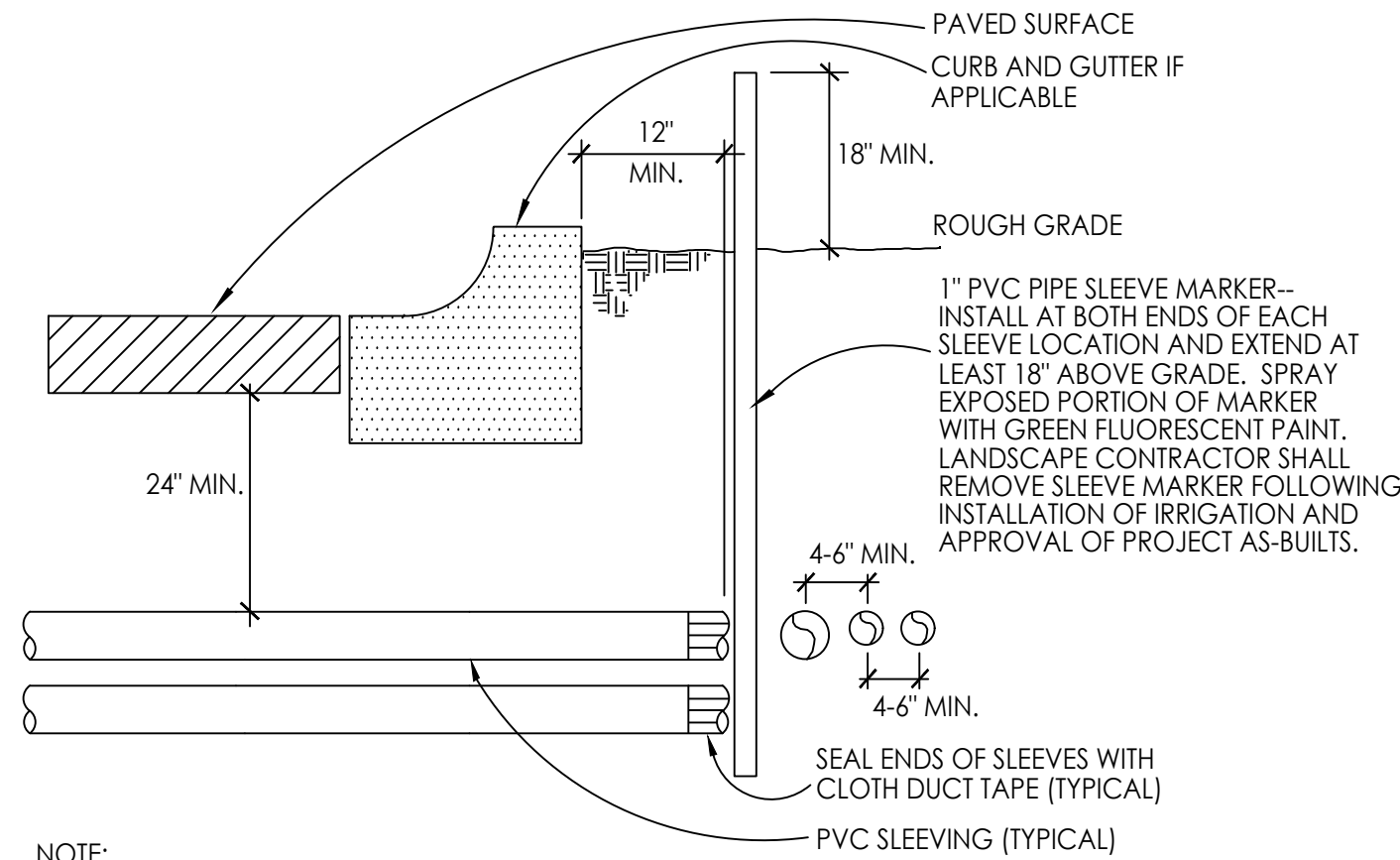
REMOTE CONTROL VALVE ASSEMBLY



TYPICAL THRUST BLOCK FOR BELL & RING PIPE



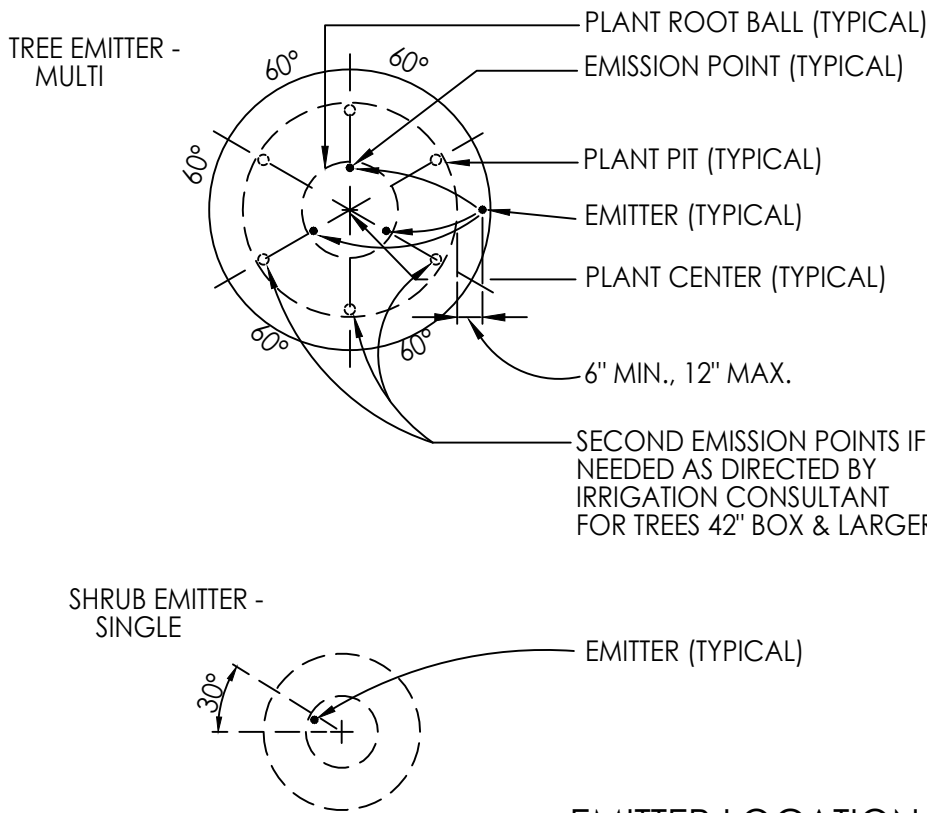
PEDESTAL-MOUNT CONTROLLER (CLOUD COMMUNICATION)



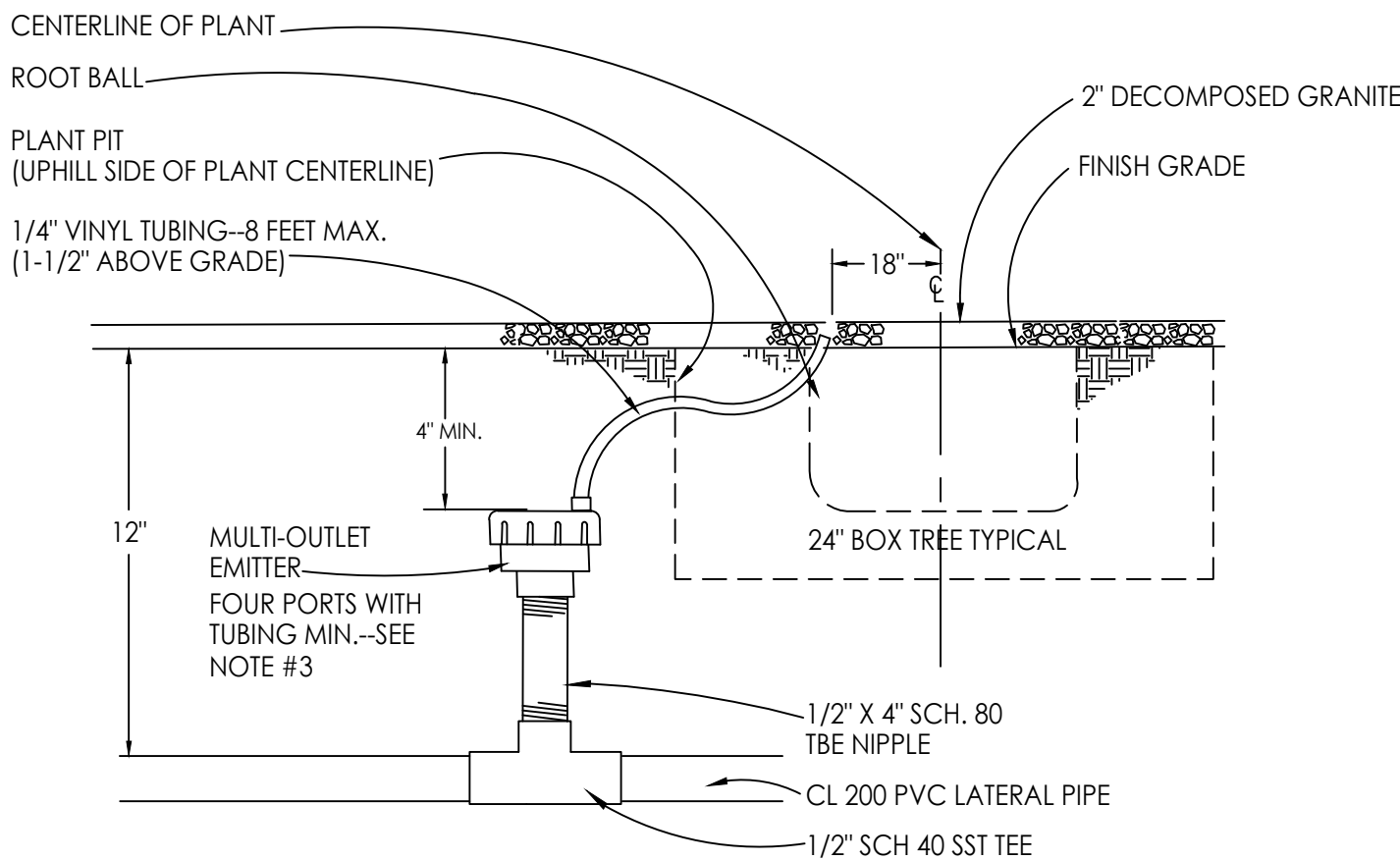
NOTE:
1.) ALL SLEEVING TO BE SCHEDULE 40 PVC, SIZED AS NOTED.
2.) INSTALL SLEEVES IN SIDE-BY-SIDE CONFIGURATION WHERE MULTIPLE SLEEVES ARE TO BE INSTALLED. SPACE SLEEVES 4" TO 6" APART. DO NOT STACK SLEEVES VERTICALLY.

Typical sleeving detail

NOTE: ALL EMISSION POINTS SHALL BE LOCATED ON UPHILL SIDE OF PLANT MATERIAL. ONE EMISSION POINT SHALL BE DIRECTLY TO PLANT BALL AS INDICATED. ADDITIONAL EMISSION POINTS SHALL BE WITHIN PLANT PIT PERIMETER - 18" FROM TREE CENTER FOR TYP. 24" BOX TREE.

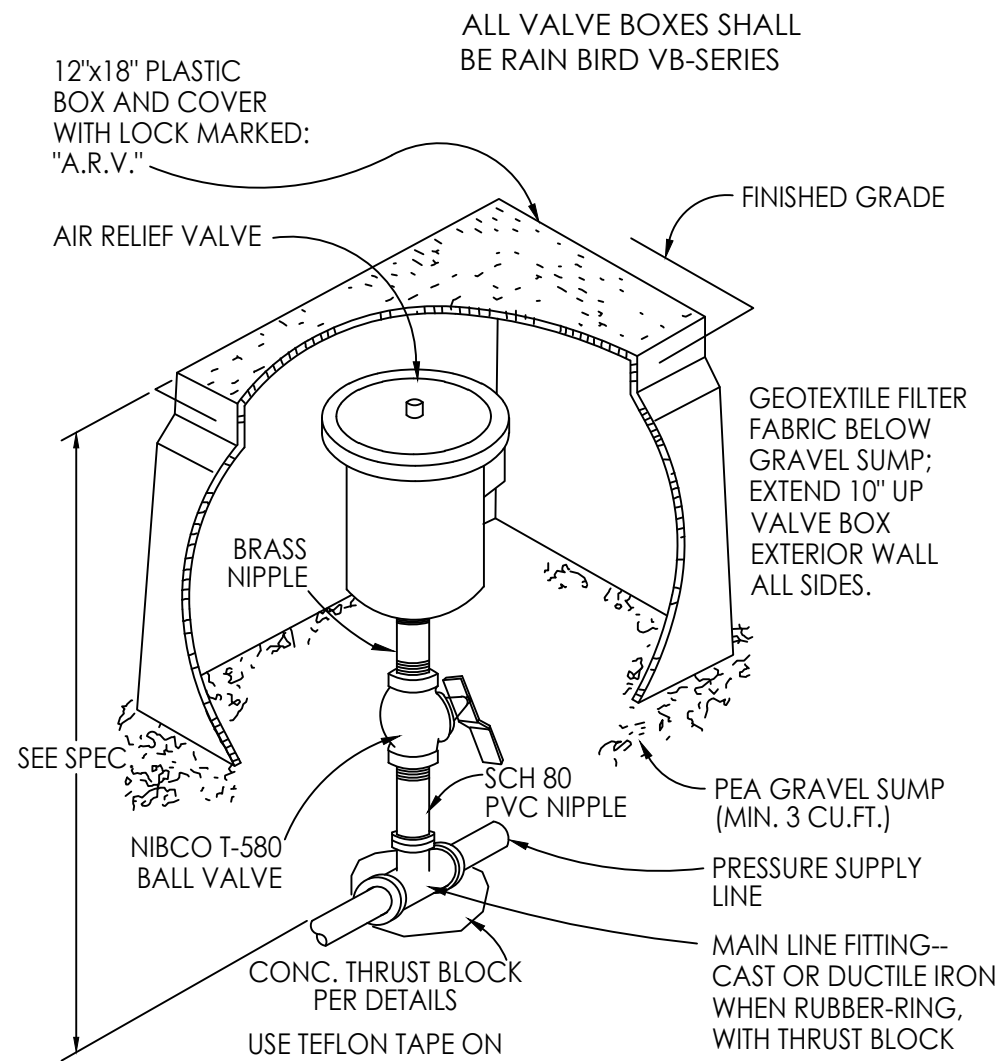


Emitter location

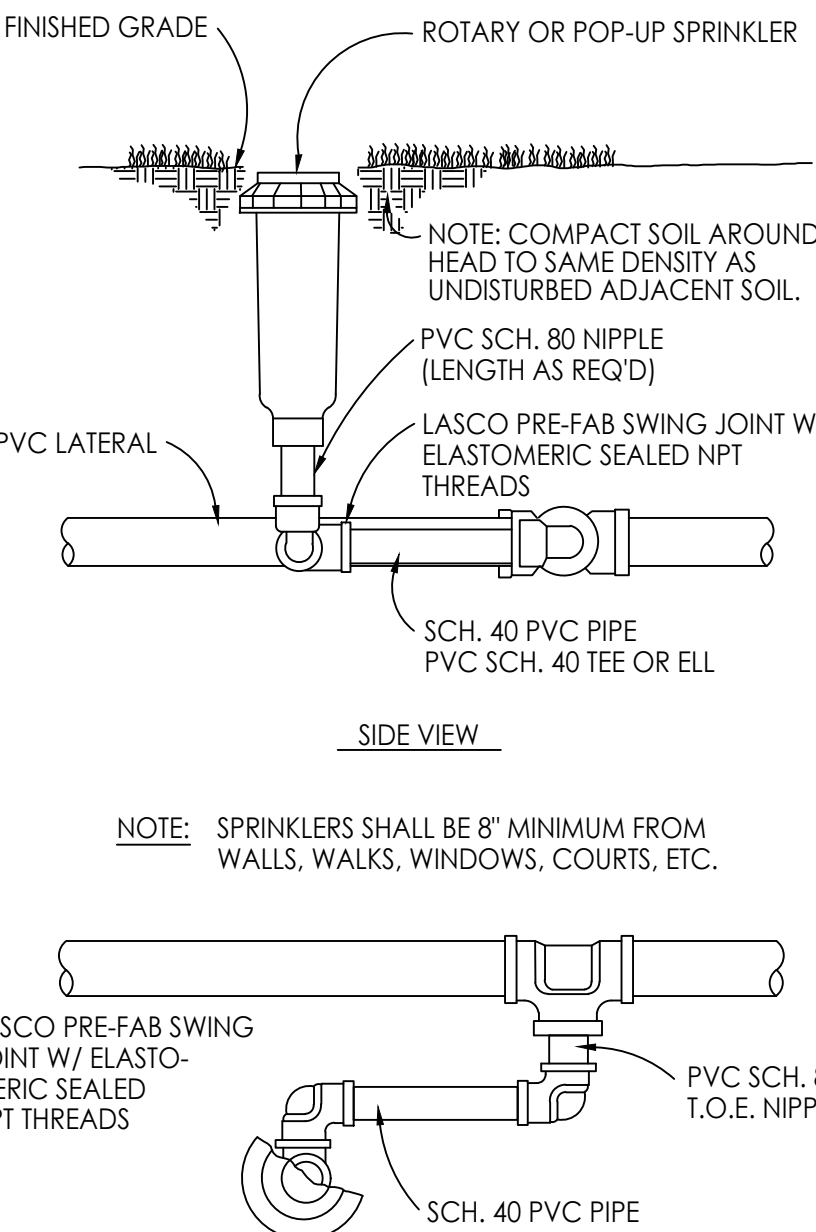


NOTE:
1.) EMISSION POINTS SHALL BE LOCATED UPHILL OF PLANT, SUPPLYING WATER TO ROOTBALL.
2.) AT LEAST ONE EMITTER TUBE TO BE LOCATED WITHIN 4 INCHES OF PLANT CENTER LINE.
3.) FOUR HOLES OPEN INITIALLY, WITH TUBING SPACED EQUALLY AROUND THE DRIP LINE OF TREE.

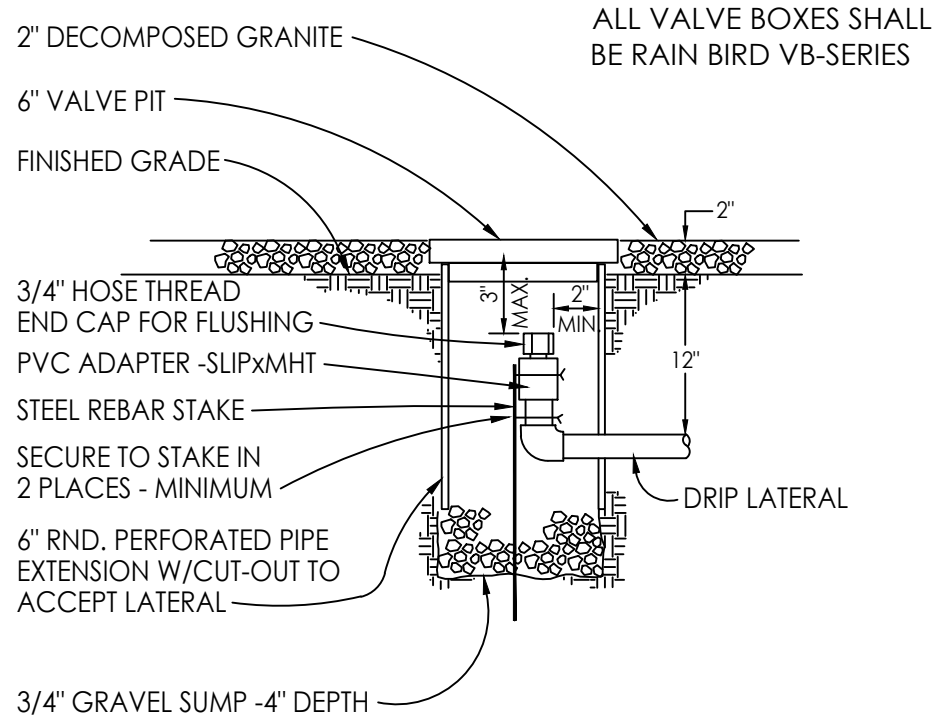
Multi-outlet emitter



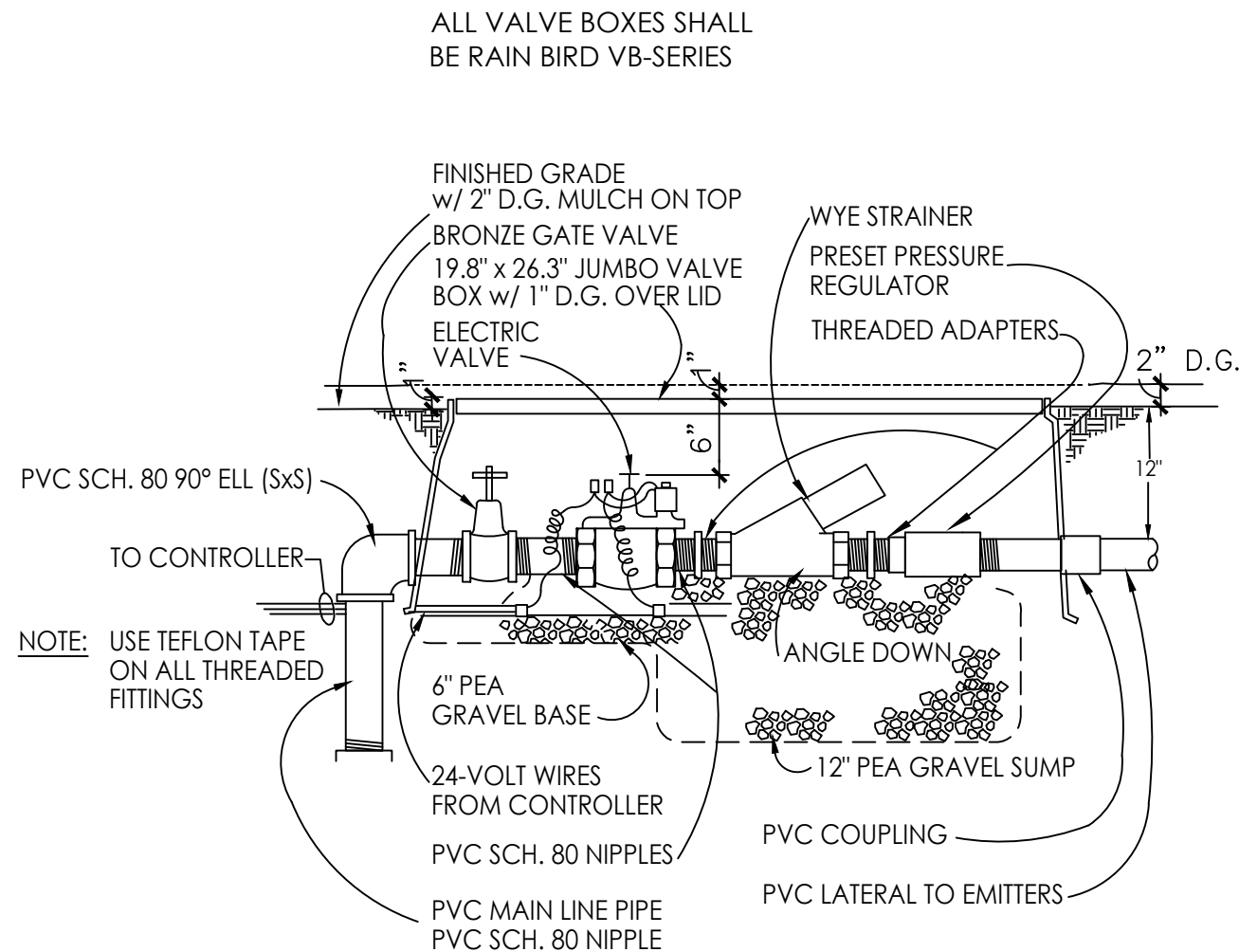
Air relief valve assembly



Turf swing joint riser assembly

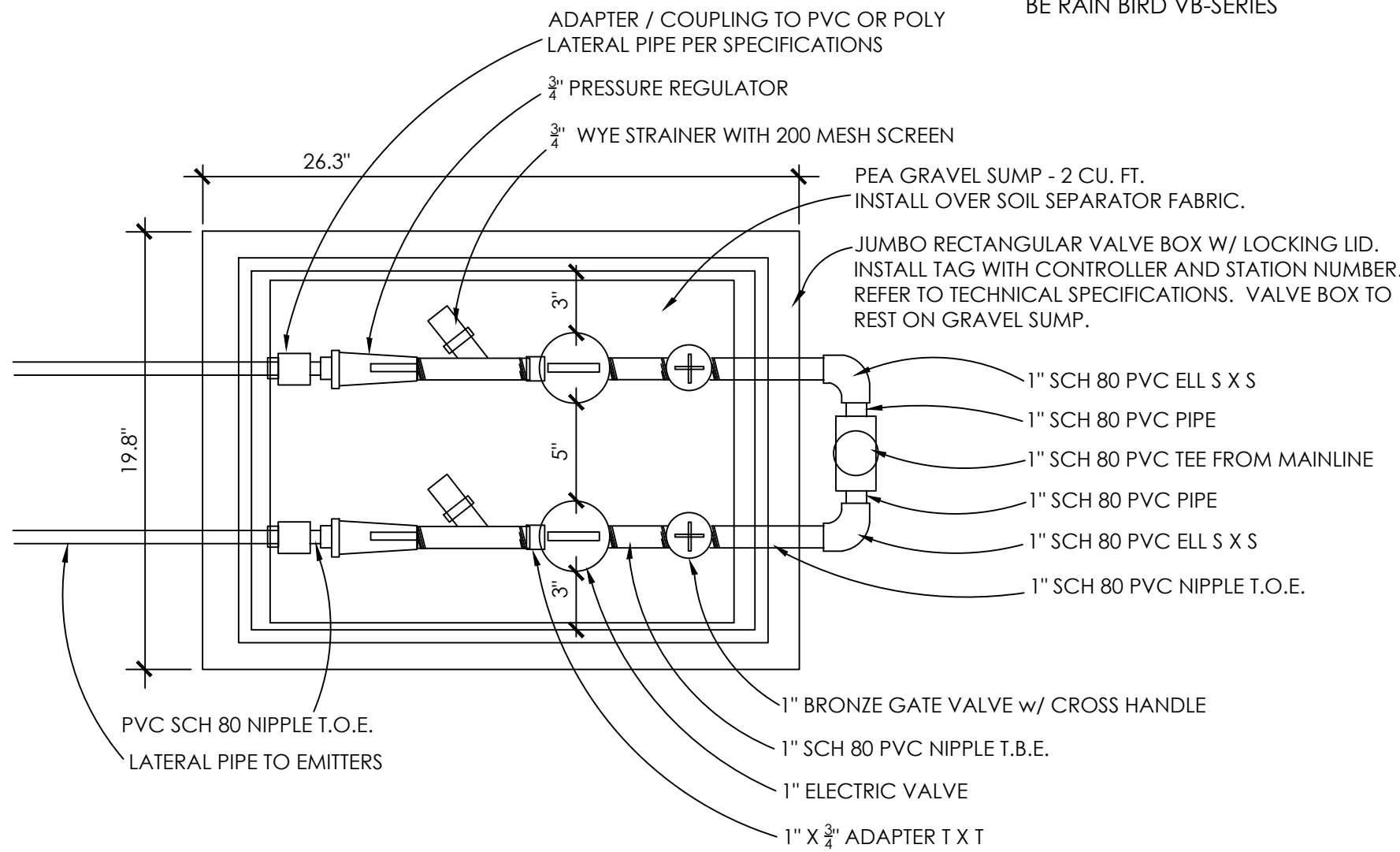


Drip system flush plug

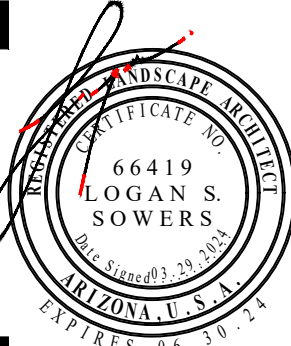


Emitter valve manifold for reclaimed water systems

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



Drip valve assembly 2 valves / box top view



REVISIONS:

PROJECT #: TOL269
SCALE: NONE
ISSUED FOR: REVIEW
DRAWN BY: TEAM
DATE: 03.29.2024
DRAWING: IRRIGATION DETAILS

SHEET:

L7.3

PAGE:

09 OF 11

FS24-0089

SECTION - 02900 LANDSCAPE

PART 1 - GENERAL

1.01 WORK INCLUDED

*Landscape finish grading.

* Soil preparation

*Tree supports

*Planting

*Watering

*Maintenance

Definitions:

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

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

1.02 RELATED WORK

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

1.03 SOURCE QUALITY CONTROL

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

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

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

1.04 REFERENCE STANDARDS

ANSI 60.1 - American Standards for Nursery Stock.

1.05 SAMPLES

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

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

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

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

1.06 PRODUCT DATA

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

1.07 CERTIFICATES AND TEST REPORTS

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

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

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

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

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

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

1.08 MAINTENANCE DATA

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

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

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

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

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

1.10 SITE CONDITIONS

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

Maintain grade stakes set by others until directed otherwise.

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

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

Coordinate with other contractors.

1.11 WARRANTY

Submit warranty to Owner's Representative.

Trees, Palm Trees, Saguaro's and Ocotillos:

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

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

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

Shrubs and Other Plantings:

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

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

PART 2 - PRODUCTS AND MATERIALS

2.01 FILL MATERIALS

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

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

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

2.02 COMMERCIAL GRADE FERTILIZERS

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

2.03 SOIL AMENDMENTS

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

2.04 TREE SUPPORTS

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

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

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

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

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

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

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

2.05 HERBICIDES

Pre-emergent and contact Herbicides:

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

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

2.06 PLANTING MATERIAL

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

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

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

2.07 TURF SOD

As noted on plans.

2.08 DECOMPOSED GRANITE

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

2.09 BOULDERS

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

2.09 SEED MIXTURE

As noted on plans.

PART 3 - EXECUTION

3.01 GENERAL

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

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

3.02 BACKFILL, IMPORTED FILL OR ARTIFICIAL SOIL AND GRAVEL

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

Correct defects prior to proceeding with the work.

3.03 TOPSOIL

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

3.04 LANDSCAPE FINE GRADING

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

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

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

3.05 DECOMPOSED GRANITE

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

3.06 HERBICIDE APPLICATION

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

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

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

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

3.07 TREE SUPPORT

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

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

3.08 TREES, SHRUBS, AND VINES

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

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

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

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

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

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

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

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

Mix thoroughly outside the hole before start of backfilling.

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

3.09 BACKFILLING

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

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

Finish grade to 2 inches below headers or concrete work.

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

Treat all planting areas with a pre-emergent.

3.10 GROUND COVER

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

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

3.11 TURF SOD

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

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

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

3.12 WATERING

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

3.13 CLEAN UP

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

3.14 ADJUSTMENT

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

3.15 MAINTENANCE PERIOD

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

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

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

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

3.16 FIELD QUALITY CONTROL

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

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



STERLING GROVE
PARCEL Q PHASE 3 SOUTH
LANDSCAPE CONSTRUCTION DOCUMENTS
SURPRISE, ARIZONA

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

REVISIONS:

PROJECT #:

TOL269

SCALE:

NTS

ISSUED FOR:

REVIEW

DRAWN BY:

TEAM

DATE:

03.29.2024

DRAWING:

LANDSCAPE SPEC'S

SHEET:

L8.1

PAGE:

10 OF 11

FS24-0089

IRRIGATION SPECIFICATIONS

PART I - GENERAL

1.01 WORK INCLUDED

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

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

1.02 REFERENCES

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

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

1.03 QUALITY ASSURANCE

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

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

Special Requirements:

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

1.04 SUBMITTALS

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

STAKING, CONSTRUCTION RECORD DRAWINGS, AND PROGRAMMING:

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

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

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

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

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

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

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

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

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

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

CONTROL SYSTEM PROCEDURES:

- Contractor shall be responsible to provide and install all specified control equipment to result in a complete and working system, whether or not all appearances are shown on plans. System shall include controllers; all grounding and surge protection; and electrical control wiring.
- Following installation of each controller, contractor shall record all station data on a "Data Sheet" provided by the Consultant. This data shall include the type and quantity of irrigation devices on each station, nozzle type, arc, area of control (turf, trees, shrubs, etc.), valve size, gpm, location, etc. as shown on the Data Sheet.
- Prior to final walk-through for each area of the project, contractor shall confirm that the following has been accomplished:
 - Construction record drawings per 1.04.1.
 - Data Sheets for Controllers.
- Consultant (CICI) shall provide the following programming services: station data, hydraulic tree, and programs and schedules in the irrigation computer. CICI shall not provide a visual, interactive map. Contractor shall contact CICI for fees for programming services prior to bid.

- Product Warranty: Warranty includes the following:
 - Manufacturer's stated warranties shall apply on all products.
 - It shall insure that an authorized representative will be at the job site within 24 hours of notification of a product problem.
 - Warranty includes a one-year minimum product and labor warranty. If the product fails to meet project specifications, and the manufacturer's representative is unable to resolve the deficiency, the product will be replaced at no cost to the client with the product of their choice. This includes Contractor's labor for product replacement at their normal hourly rates.
 - In the event of a product problem, and the Consultant is required to spend additional time not covered by their contract as a result of this problem, then the manufacturer will reimburse the Consultant for time and materials at their normal hourly rates.
- *Project Qualifications:
 - The Consultant must be currently certified as an irrigation designer by the Irrigation Association, the American Society of Irrigation Consultants, or licensed in the project state to practice landscape architecture which includes irrigation design.
 - The project must consist entirely of one manufacturer's products where applicable (i.e.: excluding pipe, fittings, & wiring). If any competitive products are INSTALLED on the project, the warranty will be the standard trade warranty as delineated in the manufacturer's product catalog.
 - The manufacturer's representative must be notified in the event of a product problem at least twenty-four (24) hours prior to an in-field meeting.
 - Installation must be certified by authorized representative in conformance to plans.

Operation Manual:

Submit 3 sets of Operations Manual to Consultant for approval, prior to scheduling the final completion walk-through. Manual is to include the following in a 1 x 3 ring binder:

- Index sheet stating project name, and listing Contractor name, address, phone number, and contact person. Include same information for Primary Sub-Contractors.
- Manufacturer cut sheets for all material components of irrigation system. Highlight or circle specific models or items.

1.05 DELIVERY, STORAGE AND HANDLING

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

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

1.06 JOBSITE CONDITIONS

Protection of Property:

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

Existing Trees:

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

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

Protection and Repair of Underground Lines:

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

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

1.07 WARRANTY/GUARANTY

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

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

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

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

1.08 MAINTENANCE

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

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

1.09 EXTRA STOCK

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

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

PART II - PRODUCTS

2.01 MATERIALS

General Piping:

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

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

Plastic Pipe and Fittings:

1. Identification Markings:

- All pipe to be identified with following indelible markings:

- Manufacturer's Name.
- Nominal pipe size.
- Schedule or class.
- Pressure Rating.
- NSF (National Sanitation Foundation) seal of approval.
- Date of extrusion.

- All fittings including valve taps for rubber-ring pipe shall be cast or ductile iron, rubber-ring joint for PVC. Ductile iron fittings shall have the following characteristics:

- All ductile iron fittings and joint restraints shall have a fusion bonded epoxy coating on interior and exterior of the product surface, average of 10-12 mil thickness. Epoxy coating shall conform to the requirements of CSA Z245.20-20 and NSF 61 for water services. Tarblumen coating will not be approved.
- All ductile iron pipe fittings, joint restraints, lateral isolation valves and mainline isolation gate valves shall be of the same manufacture which offers a 10-year warranty on products and replacement labor costs. Prior to installation, manufacturer shall provide documentation stating the above warranty information.

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

Low Pressure/Volume Systems:

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

Copper Pipe and Fittings:

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

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

Valve Boxes:

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

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

Electrical Control Wiring:

1. Low Voltage:

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

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

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

Electric Control Valves - As noted on drawings. Purple handles for Reclaimed Water use. Install pressure regulating devices where specified on plans. Pipe bedding material - Construction grade sand approved by Consultant.

Automatic Controller - As shown on drawings.

Backflow Preventer - As shown on drawings.

Manual Drain Valve - As shown on drawings.

Air-Relief Valve - As shown on drawings.

Pressure Reducing Valve - As shown on drawings.

Master Control Valve - As shown on drawings.

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

Pump Station - As shown on drawings.

PART III - EXECUTION

3.01 INSPECTION

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

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

3.02 PREPARATION

Staking shall Occur as Follows:

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

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

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

- Cleanances:
 - Piping smaller than 3 inches - Trenches shall have a minimum width of 7 inches, 12 inches for 3" and larger pipe.
 - Line clearance - Provide not less than 6 inches of clearance between each line, and not less than 12 inches of clearance between lines of other trades.
 - For Reclaimed Water systems, 2-foot vertical (below) and 6-foot horizontal separations from potable lines are required per industry standards.

2. Pipe and Wire Depth:

- Pressure Supply Piping - 24 inches from top of pipe (30 inches where 6" and larger pipe is on project).
- Non-pressure piping - 12 inches from top of pipe.
- Control Wiring - Side and bottom of pressure supply line.
- Drip piping - 12 inches from top of pipe.
- Emitter tubing - 12 inches from top of pipe (non slope plantings), 4 inches from the top of pipe (slopes 2:1 or greater).

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

3.03 INSTALLATION

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

PVC Piping:

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

Drip Piping:

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

Control Wiring

1. Low Voltage Wiring:

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

- High Voltage Wiring for Automatic Controller.
 - Provide 120-volt power connection to automatic controller.

Automatic Controller:

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

Quick Coupler Valves:

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

Drip Valve Assemblies - Install drip valve assembly as detailed.

Drip Emitters - Install drip emitters as detailed.

Valve Boxes:

- Install one valve box for each type of valve installed as detailed flush with grade for all sodded areas, and above-grade for all seeded areas.
- Valve box extensions are not acceptable, except for master valve and flow sensor.
- Install gravel sump after compaction of all trenches. Valve box to rest on gravel sump. Place final portion of gravel inside valve box after valve box is backfilled and compacted.
- Install "Christy" stainless steel or 2.5" x 5" plastic valve label tags for each valve box (1-800-258-4583). Entire controller & station number shall be printed on each tag. Letter and number size shall be no smaller than 1/8 inch and no greater than 1/4 inches. Label each valve box as follows:
 - Quick Coupler Valves - Label "QCV".
 - Wire Splices - Label wire splices with the letters "W.S."
 - d. Drip Piping Blow-out Stubs - Controller letter and station number of each drip piping blow-out.
 - e. Gate Valves - Label with letters "GV" typical.
 - f. Air-Relief Valves - Label with letters "ARV" typical.
 - g. Manual Drain Valve - Label with letters "MDV."
 - h. Pressure Reducing Valves - Label with letters "PRV" typical.
 - i. Flow Sensors - Label with letters "FS" typical.

- Valve box color to be selected based upon a review of the location and adjacent material by Owner and Landscape Architect prior to installation. These guidelines are typical of all installations unless water source is effluent. In that case all valve boxes no matter the location are to be purple in color and meet all applicable codes and ordinances.

Backflow Preventer - Install as detailed on Drawings.

Pump Station- Install as detailed on Drawings.

Electric Control Valves:

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

Main Line Gate Valves - Install as detailed on Drawings.

Air-Relief Valves - Install as detailed on Drawings.

Control Wiring:

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

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

- All pressure supply lines shall be bedded with construction grade sand 4 inches below invert of pipe, to 6" above top of pipe and width of trench when site conditions are rocky or otherwise unfavorable.
- Materials - Excavated material is generally considered satisfactory for backfilling purposes after completing bedding requirements. Backfill materials shall be free of rubbish, vegetative matter, frozen materials, and stones larger than 2 inches in maximum dimension. Do not mix subsoil with topsoil. Material not suitable for backfill shall be hauled away. Contractor shall be responsible for providing suitable backfill if excavated material is unacceptable, or not sufficient to meet backfill, compaction, and final grade requirements.
- Do not leave trenches open for a period of more than 48 hours. Open excavations shall be protected in accordance with OSHA regulations.
- Compact backfill to 90% maximum density in 6" lifts, determined in accordance with ASTM D155-7 utilizing the following methods:
 - Refer to Section 3.02.1, and contact CICI prior to bid for staking fees.
 - Puddling or ponding. Puddling or ponding and/or jettling is prohibited within 10'-0" of building or foundation walls.

Piping Under Paving:

- Provide for a minimum cover of 24 inches between the top of the pipe and the bottom of the aggregate base for all pressure and non-pressure piping installed under asphalt concrete or concrete paving. Provide clearing as required by municipality, or as shown on plans.
- Piping shall be bedded with construction grade sand - 6 inches below pipe to 6 inches above pipe and the width of the trench.
- Compact backfill material in 6-inch lifts at 95% maximum density determined in accordance with ASTM D1557 using manual or mechanical tamping devices.

Tanner Wessel

From: RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahm@us.af.mil>
Sent: Friday, January 26, 2024 11:22 AM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS24-0089 Toll at Prasada Unit Q PH3 South - New Digital Submittal 01.24.24
Attachments: Toll at Prasada Unit Q Ph 3 (FS23-0840).pdf

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

Good morning Ms. Flores,

Thank you for the opportunity to review and comment on the final plat of Toll at Prasada Unit Q Phase 3. It appears that the pre and final plats remain substantially the same and meet GDC. We acknowledge and appreciate the inclusion of a perpetual avigation easement. This development will not negatively impact flight operations. I have included our previous response for your records.

Respectfully,

Jenn Rahn

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

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Wednesday, January 24, 2024 7:03 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Gregory McDowell (MCDOT) <Gregory.McDowell@maricopa.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahm@us.af.mil>; Jerome Choy (ADOT) <jchoy@azdot.gov>; John Willett (City of Buckeye) <jwillett@buckeyeaz.gov>; Jorge Gastelum (City of El Mirage) <jgastelum@cityofelmirage.org>; Judy Lopez - Beardsley Water Company <managefnm365@aol.com>; Kevin Shipman <kevin.shipman@dysart.org>; klaabs@nadaburgsd.org; Leslie - MWD <lesliej@mwdaz.com>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Tasha Aldeguer (FCD) <tasha.aldeguer@maricopa.gov>; tfarrington@nadaburgsd.org; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>

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

Subject: [Non-DoD Source] FS24-0089 Toll at Prasada Unit Q PH3 South - New Digital Submittal 01.24.24

Good morning,

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

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

***Please note effective 8/3/22, 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



FS24-0089

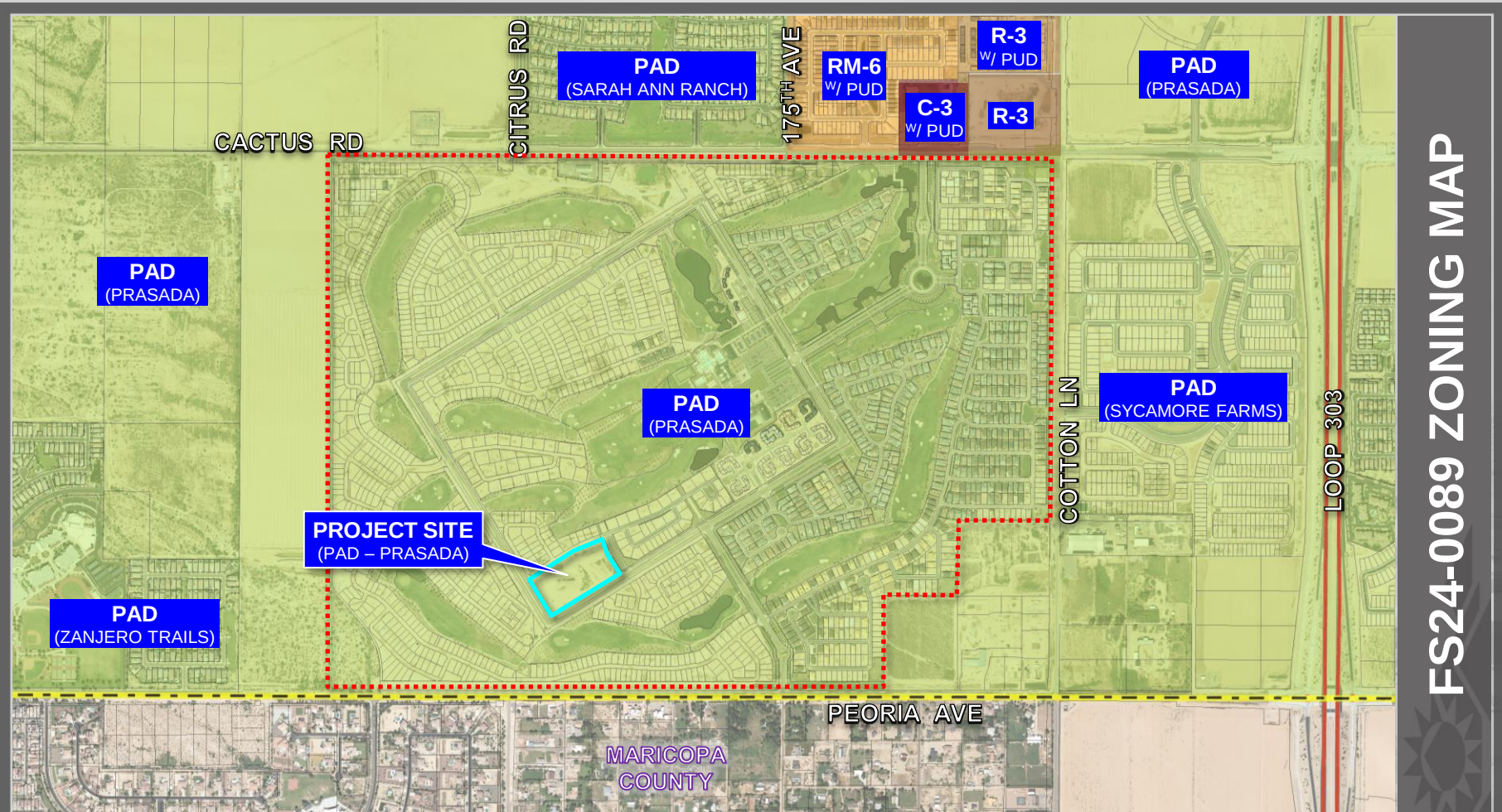
Toll at Prasada Unit Q Phase 3 South

Final Plat

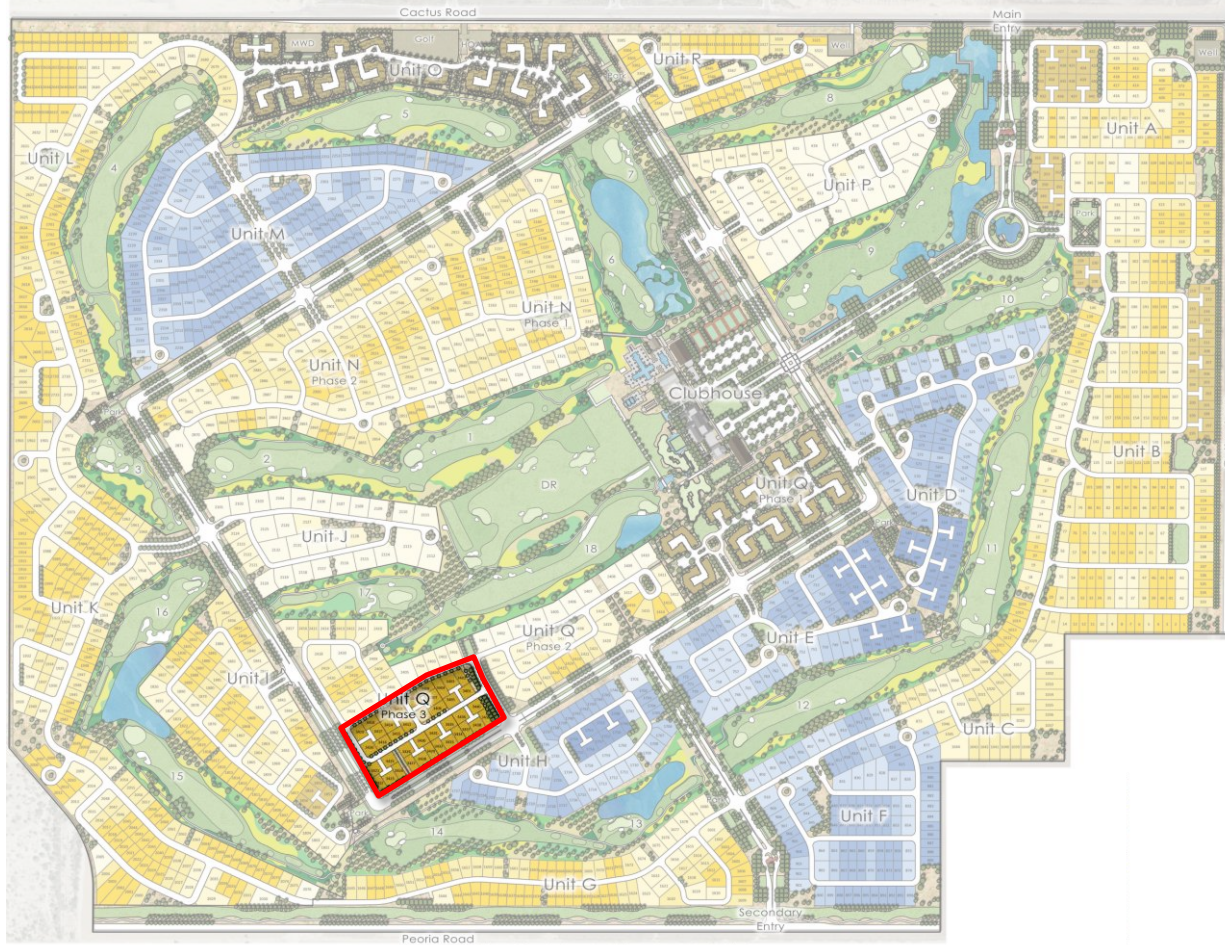
City Council
June 18, 2024



FS24-0089 VICINITY MAP



FS24-0089 ZONING MAP



This map is for masterplan context. It does not represent product fit on lot.

FS24-0089 MASTER SITE PLAN

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

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

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

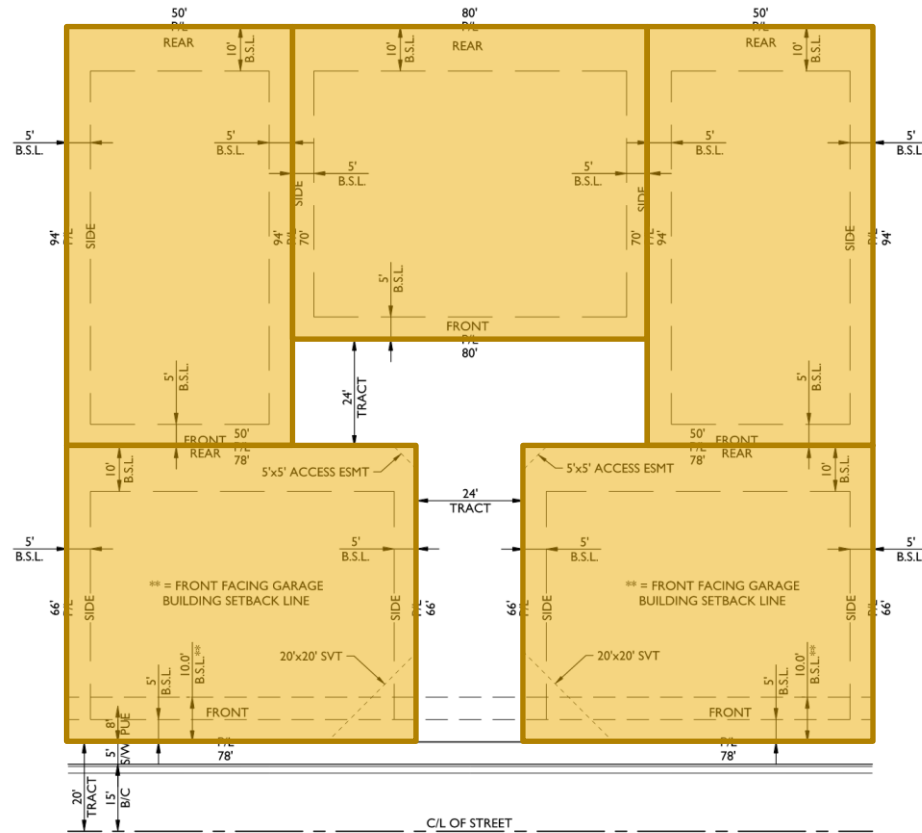
April 17, 2018: The City Council approved the original Preliminary Plat for Toll at Prasada under case FS17-394

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

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

August 16, 2022: The City Council approved the Final Plat for Toll at Prasada Unit Q – Phase 3 Block Plat under case FS22-0387

February 1, 2024: The Planning & Zoning Commission approved the Preliminary Plat for Toll at Prasada Unit Q Phase 3 South under case FS23-0840, the subject case

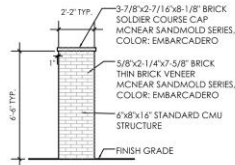
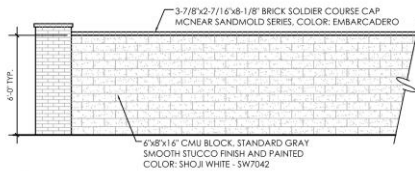


TYPICAL 5-PACK LOT SETBACKS
LOT CATEGORY 'E'

N.T.S.
 (24' TRACT WILL INCLUDE SEWER,
 WATER, AND UTILITY EASEMENT)

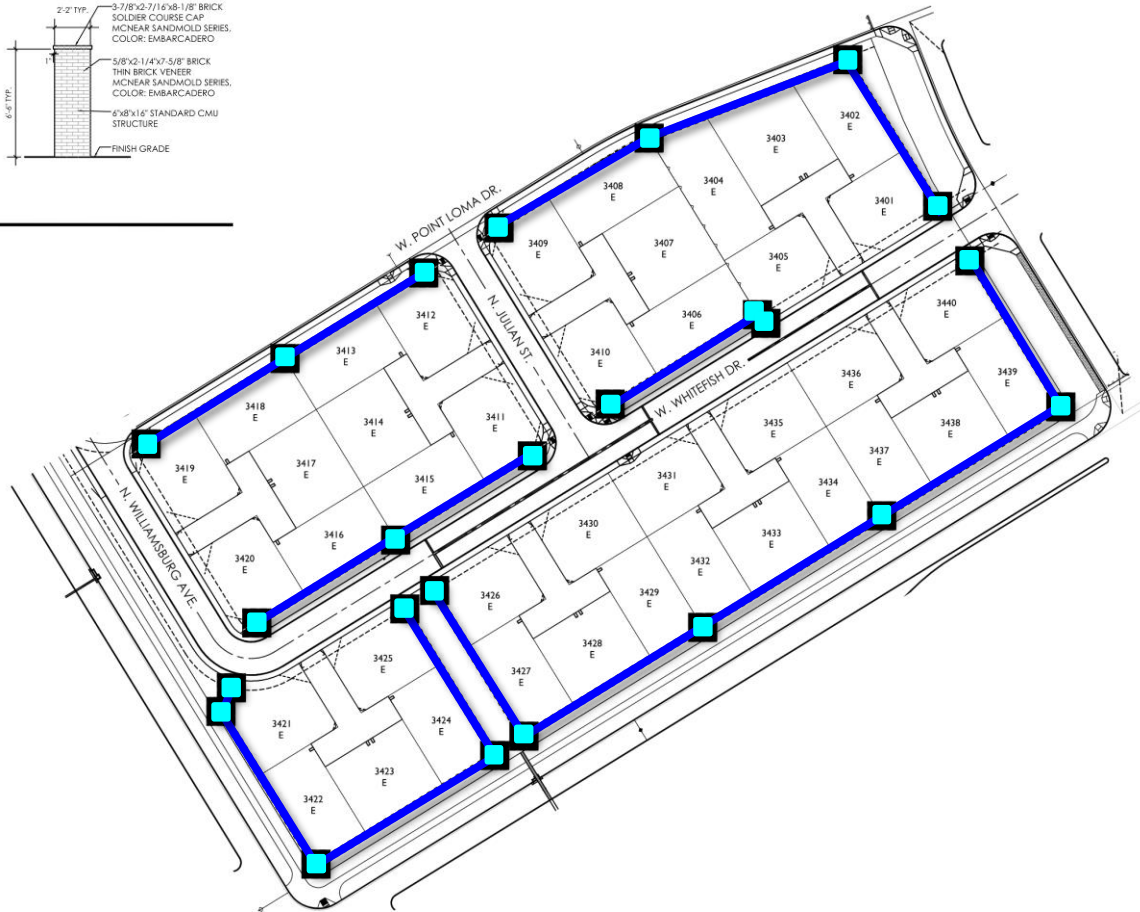


FS24-0089 LANDSCAPE PLAN



FW *Feature Wall Details*
Scale: 1/4" = 1'-0"

- WALL LEGEND UNIT Q PH.3 SOUTH
- FEATURE WALL (2,628 LF)
 - FEATURE WALL COLUMN (24)





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Amended Final Plat of Cactus & Perryville Park” and dated April 25, 2024, a property located at the northeast corner of Cactus Road and Perryville Road; Case FS24-0597.

Motion:

I move to approve the Final Plat entitled, “Amended Final Plat of Cactus & Perryville Park” and dated April 25, 2024.

Background:

Jamie Sullivan seeks approval of an amendment to the Final Plat for the future Fire Station 309 and Community Pool located at the northeast corner of Cactus Road and Perryville Road. This Final Plat amendment proposes relocating the existing Public Utility Easement (P.U.E.) located along Cactus Road to accommodate future development plans of a future City of Surprise park.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to relocate the P.U.E. 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-FS24-0597 Fire Station 309 Community Pool FP Amendment - Staff Report
 2. 01-FS24-0597 Fire Station 309 Community Pool FP Amendment - Vicinity Map
 3. 02-FS24-0597 Fire Station 309 Community Pool FP Amendment - Zoning Map
 4. 03-FS24-0597 Fire Station 309 Community Pool FP Amendment - Final Plat
 5. 04-FS24-0597 Fire Station 309 Community Pool FP Amendment - Final Plat Exhibit
 6. 05-FS24-0597 Fire Station 309 Community Pool FP Amendment - Luke Letter
 7. FS24-0597 Fire Station 309 Community Pool FP Amendment - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS24-0597

Project Name: Fire Station 309 & Community Pool - Final Plat Amendment

Council District: 3 – Mesquite

City Council Date: June 18, 2024

Planner: Tanner Wessel, Planner II

Owner: City of Surprise

Applicant: City of Surprise, Jamie Sullivan

Request: Amendment to the Final Plat for the future Fire Station 309 and Community Pool to amend a portion of the 8-foot Public Utility Easement (P.U.E.) located along Cactus Road

Site Location: Located at the northeast corner of Cactus Road and Perryville Road

Site Size: Approximately 80.23 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.

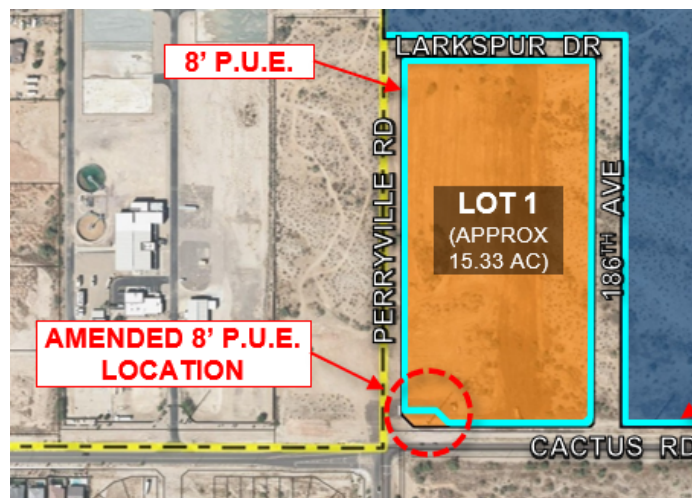
Additional Information:

Jamie Sullivan of City of Surprise requests approval of a Final Plat entitled “Amended Final Plat of Cactus & Perryville Park” dated April 25, 2024. The subject parcel is zoned Planned Area Development (PAD) – Zanjero Trails, and is located at the northeast corner of Cactus Road and Perryville Road. This amendment to the Final Plat proposes revising a portion of the 8-foot Public Utility Easement (P.U.E.) located along Cactus Road to accommodate for future development plans of the proposed Community Park. The exhibit below shows a side-by-side comparison of the P.U.E. from the previously approved Final Plat and the proposed amended Final Plat.

Previously Approved Final Plat



Proposed Final Plat Amendment



General Plan Conformance:

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

This project is located within the Neighborhood Character Area of the General Plan. The proposed lot split adheres to the design guidelines of the character area which allows for civic uses including municipal parks.

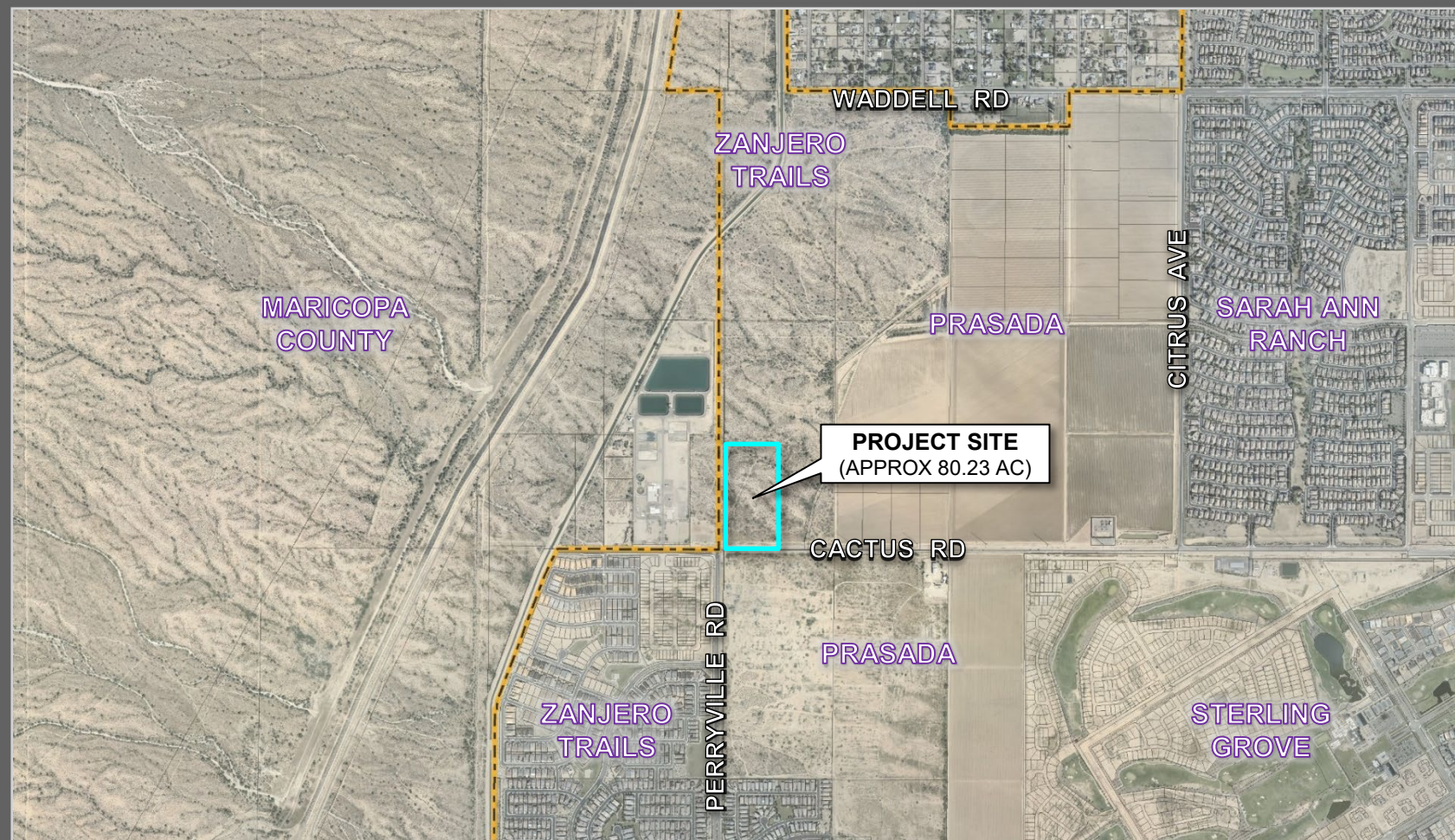
This project maintains compatibility with the quality of existing land uses in the surrounding area in that it continues the Suburban development pattern established in the vicinity of this parcel.

Reviewing Agencies:

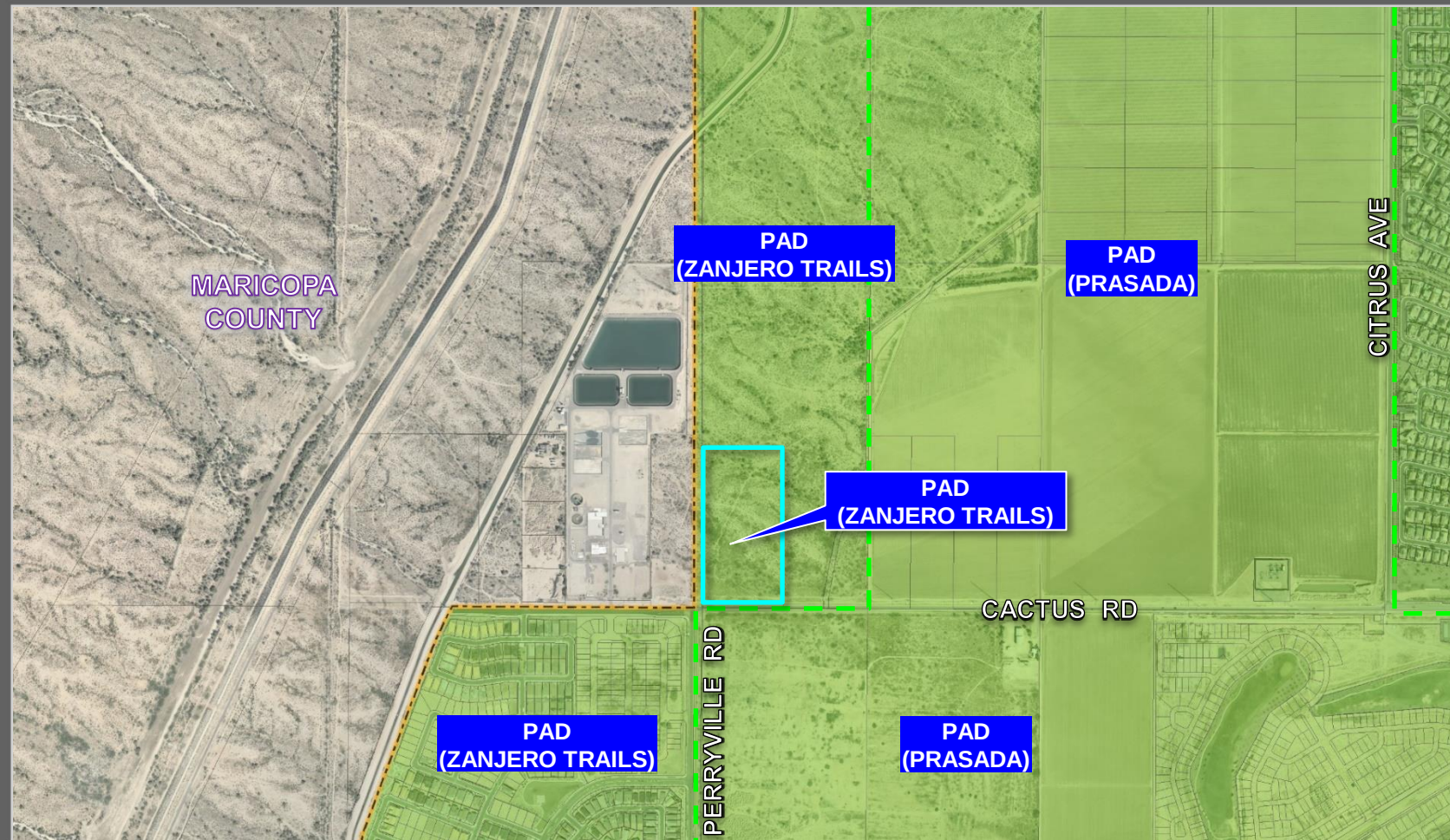
This project was routed to both Luke Air Force Base and the Maricopa Water District for review. Both agencies have indicated no objections.

Attachments:

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



FS24-0597 VICINITY MAP



FS24-0597 ZONING MAP

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT THE CITY OF SURPRISE, ARIZONA, A CORPORATE ENTITY, AND THE MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT 1 (MWD/OWNERS) HAVE SUBDIVIDED UNDER THE NAME OF "AMENDED FINAL PLAT OF CACTUS & PERRYVILLE PARK", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DO HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "FINAL PLAT OF CACTUS & PERRYVILLE PARK" AND DECLARE 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.

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

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

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

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

ALL IMPROVEMENT, 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 ACCORDANCE WITH ARS 19-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

IN WITNESS WHEREOF, OWNER HAS HEREIN CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

BY THE CITY OF SURPRISE

ITS _____

IN WITNESS WHEREOF, OWNER HAS HEREIN CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER 1
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD")

ATTEST: _____ DATE _____

GLYN VORSTERHIS
ITS GENERAL MANAGER

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 WAC 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 SOUND ATTENUATION AND OVERFLIGHT

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER 1 AND THE CITY OF SURPRISE (OWNERS) DO HEREBY (1) RELEASES AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) HOLD THEMSELF, 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.

NOTES

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04033R0551, WITH A DATE OF IDENTIFICATION OF 10/16/2015, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD ZONE INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

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

NO PERMANENT STRUCTURES 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 PLANTINGS THAT MAY BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.

ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.

PURSUANT TO A.R.S. 14-2-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS *14751 AND *14710, WHEN APPLICABLE.

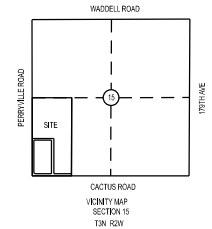
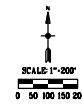
THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE PARCEL OWNERS.

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

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

AMENDED FINAL PLAT OF CACTUS & PERRYVILLE PARK

A PORTION OF SECTION 15 TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



OWNER

CITY OF SURPRISE, ARIZONA, a corporate entity
16000 NORTH CIVIC CENTER PLAZA
SURPRISE, ARIZONA 85374-7470

OWNER

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER 1
A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD")
PO BOX 900, WADELL, AZ 85355-0900

APPROVALS

CITY OF SURPRISE ENGINEERING APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2024, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED

CITY ENGINEER

DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA
THIS _____ DAY OF _____, 2024

MAYOR

DATE

ATTEST:

CITY CLERK

DATE

MARICOPA MUNICIPAL WATER CONSERVATION DISTRICT NUMBER 1 APPROVAL ("MWD")

APPROVED BY MARICOPA MUNICIPAL WATER CONSERVATION DISTRICT NUMBER 1
THIS _____ DAY OF _____, 2024

APPROVED:

GENERAL MANAGER

DATE

LAND SURVEYORS CERTIFICATION

This is to certify that I, Ron Dry, RLS No. 19820 have performed a land survey of the hereon referenced realproperty during the month of March, 2023, that this plat correctly represents the results of that survey and have found or have set monuments as shown hereon, and that the monuments are sufficient to enable the survey to be retraced.



FS23-0434

		CITY OF SURPRISE	
SURPRISE		LAND SURVEY DEPARTMENT	
ARIZONA		18000 N. CIVIC CENTER PLAZA SURPRISE, ARIZONA 85374 (602)222-6154	
AMENDED FINAL PLAT CACTUS & PERRYVILLE PARK			
BOOKS	22029	SHEET 48 OF	RCD
DATE	04-25-24	OWNED BY	RCD
			SHEET 1 OF 2

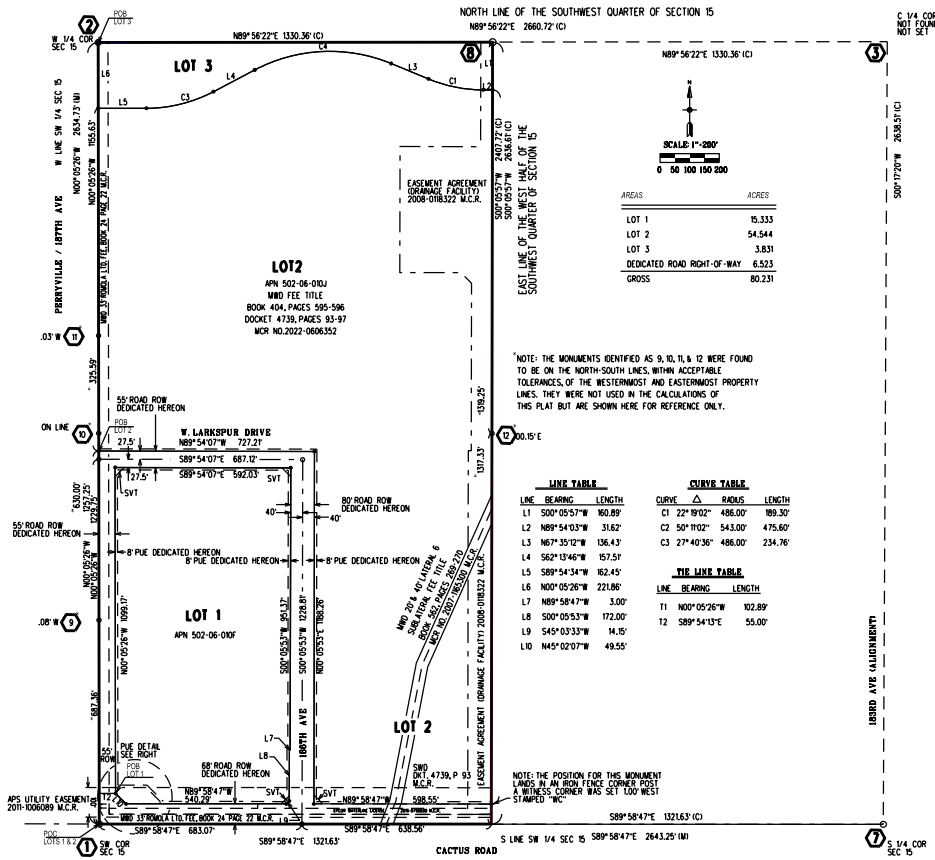
MONUMENT DESCRIPTIONS

- 1 SOUTHWEST CORNER COS BCF STAMPED AS SHOWN BELOW
- 2 WEST 1/4 CORNER 2" MC AC STAMPED AS SHOWN BELOW
- 3 CENTER 1/4 CORNER NOTHING FOUND OR SET POSITION ESTABLISHED BY INTERSECTION OF MOSECTION LINES
- 4 EAST 1/4 CORNER COS BCF
- 5 NORTHEAST CORNER COS BCF STAMPED BM 32-9
- 6 NORTH 1/4 CORNER 3" MCHD AC FLUSH
- 7 SOUTH 1/4 CORNER COS BCF
- 8 WEST 1/8 CORNER RB/PC STAMPED LS 7146
- 9 RB/PC STAMPED MALLER 15336
- 10 RB/PC STAMPED MALLER 15336
- 11 RB/PC STAMPED 28710
- 12 IRON BAR NO IDENTIFICATION IN THE CENTER OF A CONCRETE LINED IRRIGATION DITCH APPROXIMATELY 3' EAST OF A BARBED WIRE FENCE



AMENDED FINAL PLAT OF CACTUS & PERRYVILLE PARK

A PORTION OF SECTION 15
TOWNSHIP 3 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



LEGEND

- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- APN ASSESSORS PARCEL NUMBER
- MC MARICOPA COUNTY
- MCHD MARICOPA COUNTY HIGHWAY DEPARTMENT
- COS CITY OF SURPRISE
- BCF BRASS CAP FLUSH
- AC ALUMINUM CAP
- RB/PC REBAR W. PLASTIC CAP
- RB/AC REBAR W. ALUMINUM CAP
- SET REBAR WITH 2" ALUMINUM CAP STAMPED "CITY OF SURPRISE RLS 19820"
- ROAD CENTERLINE BRASS CAP MONUMENTS TO BE SET SUBSEQUENT TO CONSTRUCTION
- ROW ROAD RIGHT-OF-WAY
- PUE PUBLIC UTILITIES EASEMENT
- RLS REGISTERED LAND SURVEYOR
- IM MEASURED
- IC CALCULATED
- SWD SPECIAL WARRANTY DEED
- SVT 30°/30° SIGHT VISIBILITY TRIANGLE

BASIS OF BEARING

Maricopa County Local Meridian Projection
Linear unit: International foot
Geoid: Datums NAD 1983
Projection type: Lambert Conformal Conic (single parallel)
Latitude of origin: 33°15'00"N
Central meridian: 112°10'00"W
False northing: 1,000,000.000000
False easting: 2,000,000.000000
Standard parallel (lat): 1,000.00 (feet)

LAND SURVEYORS CERTIFICATION

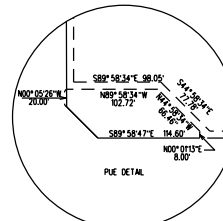
This is to certify that I, Ron Dry, RLS No. 19820 have performed a land survey of the heron referenced red property during the month of March, 2023, that this plat correctly represents the results of that survey and have found or have set monuments as shown hereon, and that the monuments are sufficient to enable the survey to be retraced.



FS23-0434

REFERENCE DOCUMENTS

- SWD 2022-0606352 M.C.R.
- SWD DOCKET 4739 PAGE 93 M.C.R.
- BOOK 562 OF DEEDS PAGE 269-270 M.C.R. (PARCEL NO. 5)
- WARRANTY DEED DOCKET 404, PAGE 595, M.C.R.
- RIGHT-OF-WAY EASEMENT 2001-006089 M.C.R.
- LICENSE TO USE WMO LAND 206-0796839 M.C.R.
- RECORDED DISCLOSURE FOR TERRITORY IN THE VICINITY OF A MILITARY AIRPORT 2001-0743413 M.C.R.
- RESULTS OF SURVEY BOOK 1046 PAGE 49 M.C.R.
- MARICOPA COUNTY WATER CONSERVATION DISTRICT NO. 1 PLAT BOOK 24 PAGE 3 M.C.R.



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

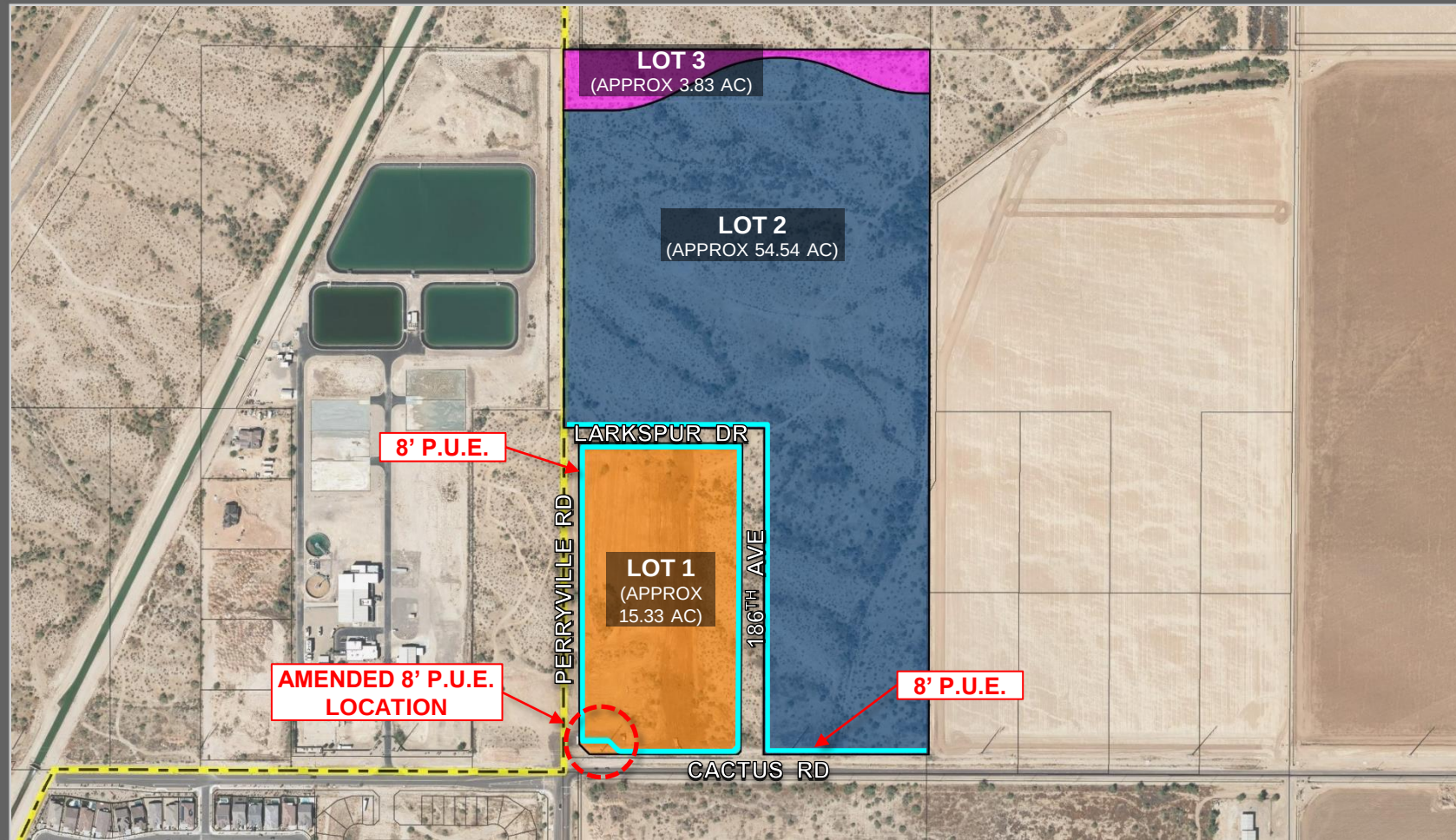
18000 N. CIVIC CENTER PLAZA
SURPRISE, ARIZONA 85374
(602) 222-8154

AMENDED FINAL PLAT CACTUS & PERRYVILLE PARK

DATE 04-25-24

BY RCD

SHEET 2 OF 2



Tanner Wessel

From: RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahm@us.af.mil>
Sent: Monday, May 6, 2024 6:05 AM
To: Nichole Flores
Subject: RE: FS24-0597 Fire Stations 309 Community Pool FP Amendment - New Digital Submittal 04.30.24
Attachments: RE: CR23-0341 Fire Station 309 & Community Pool

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

Good morning Ms. Flores,

Thank you for allowing Luke AFB to provide comments on the amended site plan for Fire Station 309 & Community Pool. We have no additional concerns with the changes presented. Please see our previous response (attached).

Respectfully,

Jenn Rahn

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

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Tuesday, April 30, 2024 11:14 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Gregory McDowell (MCDOT) <Gregory.McDowell@maricopa.gov>; RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahm@us.af.mil>; Jerome Choy (ADOT) <jchoy@azdot.gov>; John Willett (City of Buckeye) <jwillett@buckeyeaz.gov>; Jorge Gastelum (City of El Mirage) <jgastelum@cityofelmirage.org>; Judy Lopez - Beardsley Water Company <managefnm365@aol.com>; Kaitlin Mckibben (FCD) <kaitlin.mckibben@maricopa.gov>; Kevin Shipman <kevin.shipman@dysart.org>; klaabs@nadaburgsd.org; Leslie - MWD <lesliej@mwdaz.com>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Michael Norris <Michael.Norris@Maricopa.Gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Tasha Aldeguer (FCD) <tasha.aldeguer@maricopa.gov>; tfarrington@nadaburgsd.org; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Tierney Farago <Tierney.Farago@surpriseaz.gov>

Subject: [Non-DoD Source] FS24-0597 Fire Stations 309 Community Pool FP Amendment - New Digital Submittal
04.30.24

Good morning,

Attached please find the **application** 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

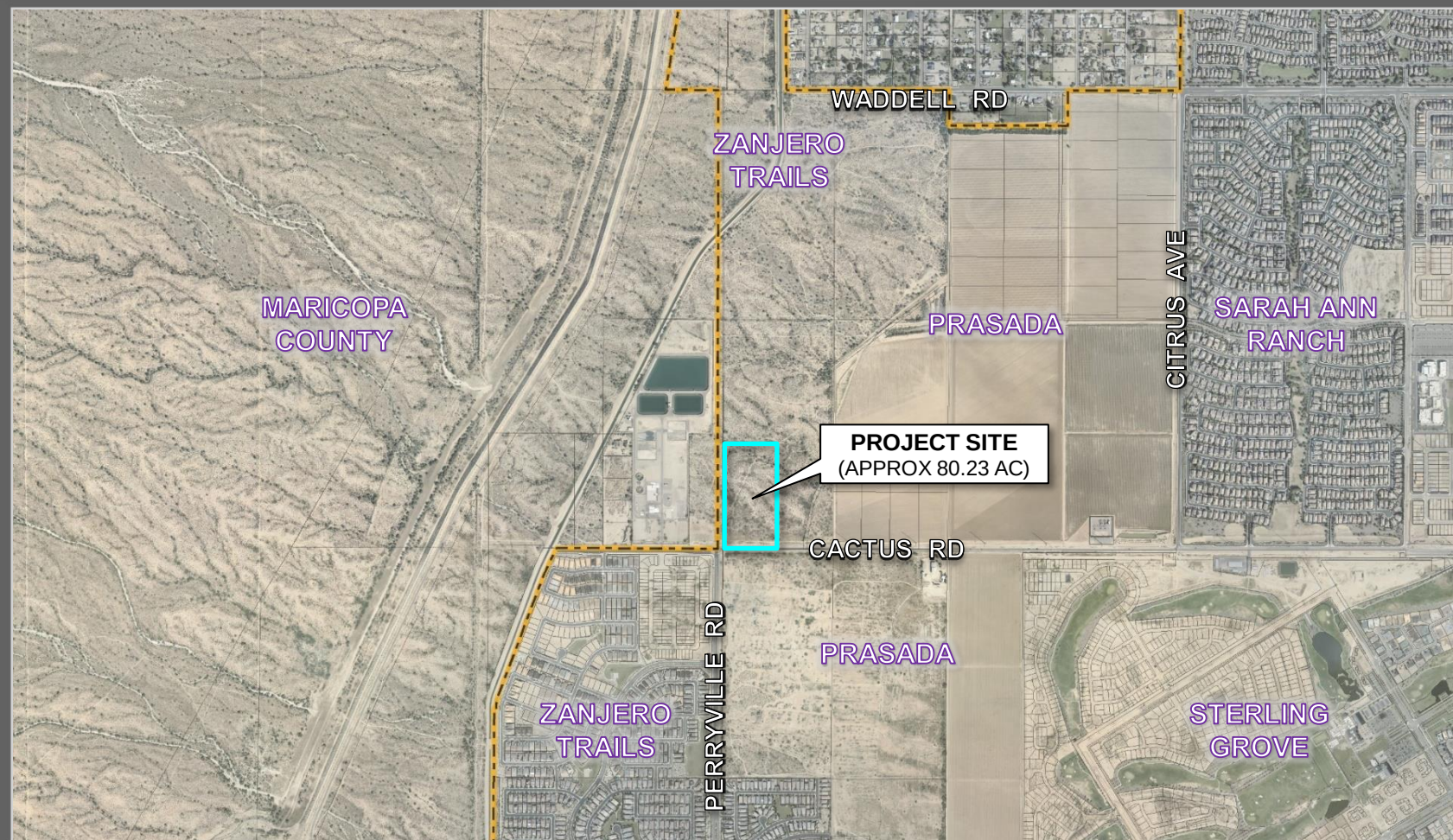
This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1



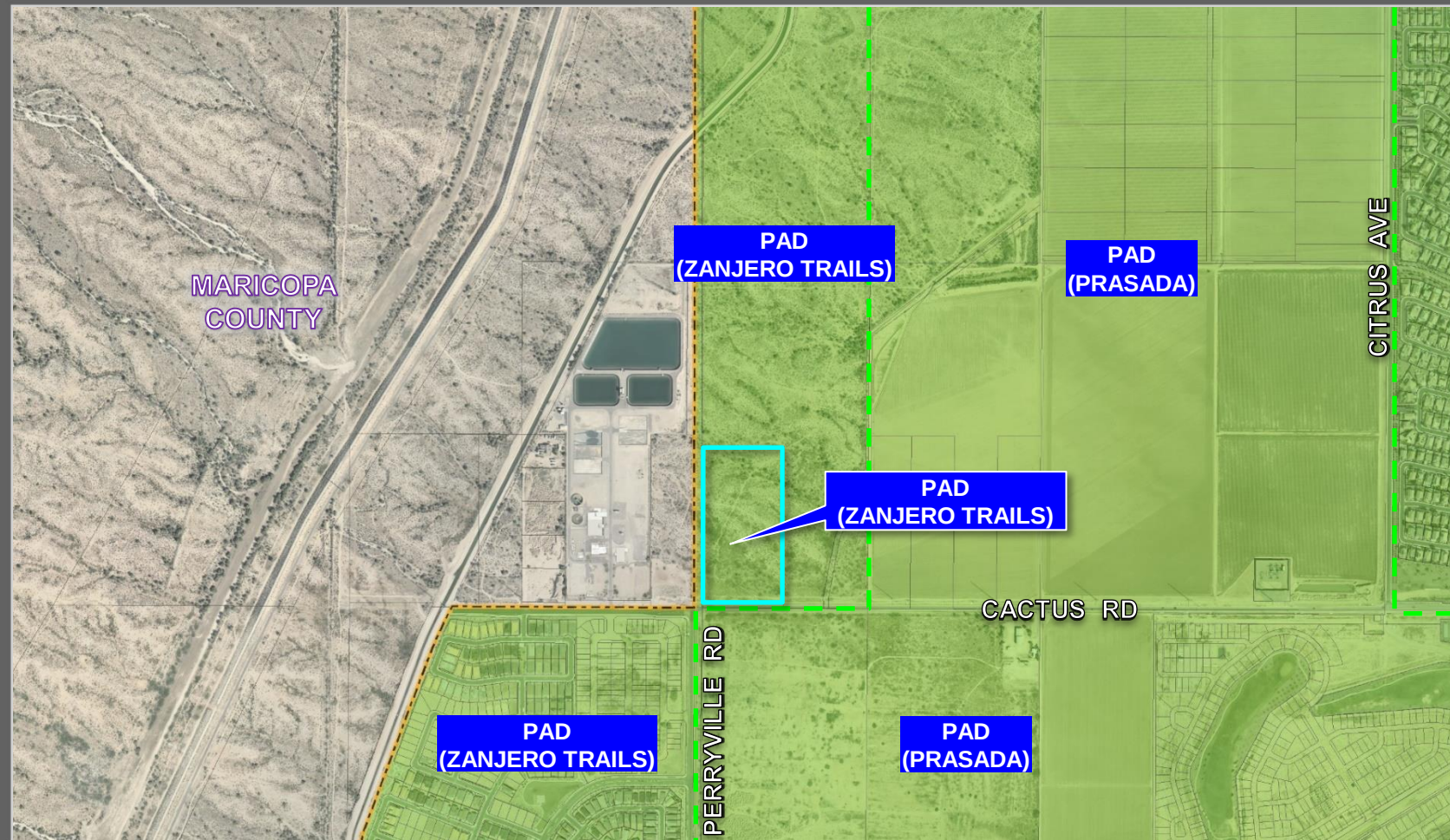
FS24-0597

Fire Station 309 & Community Pool – Final Plat Amendment

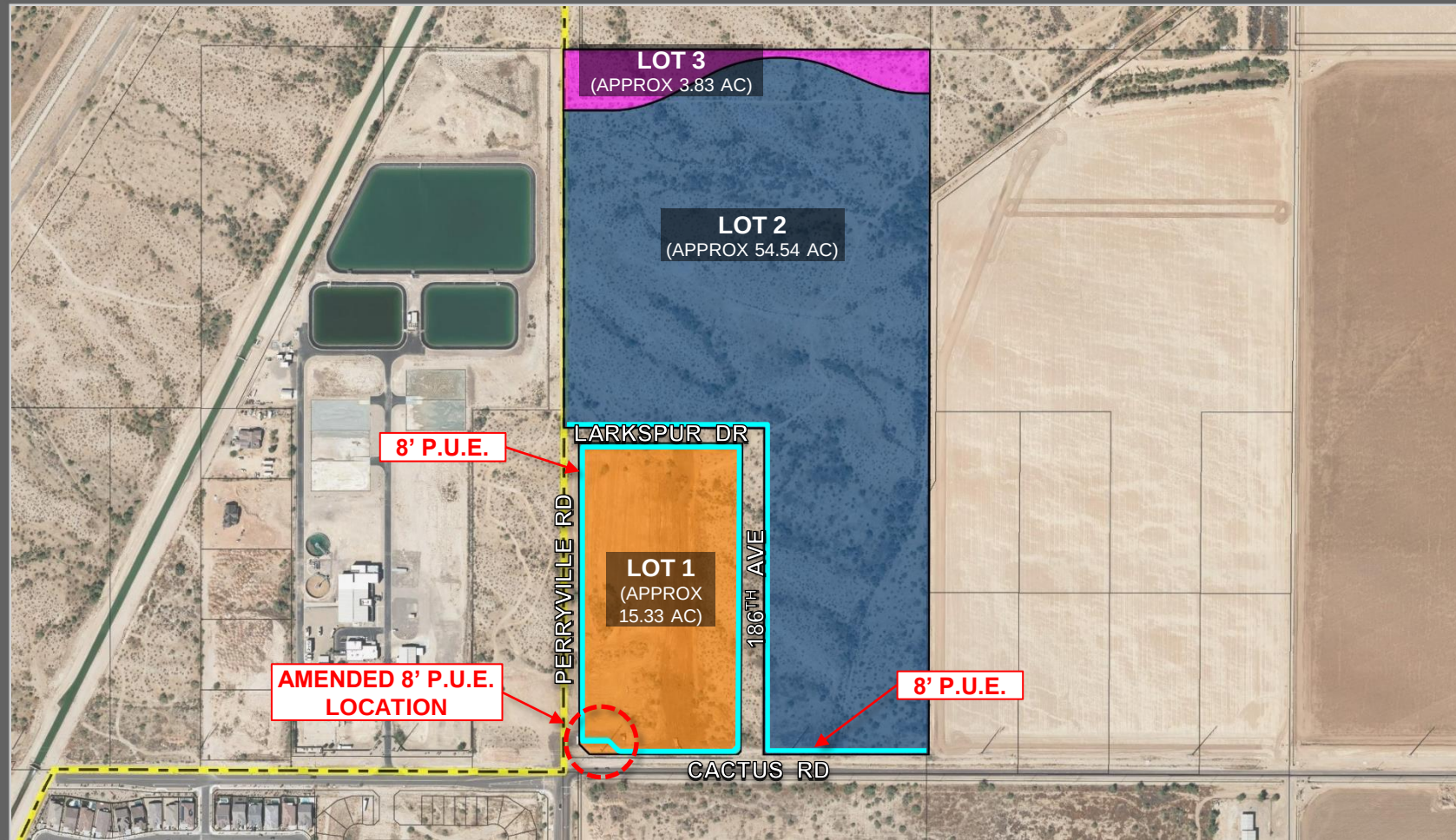
City Council
June 18, 2024

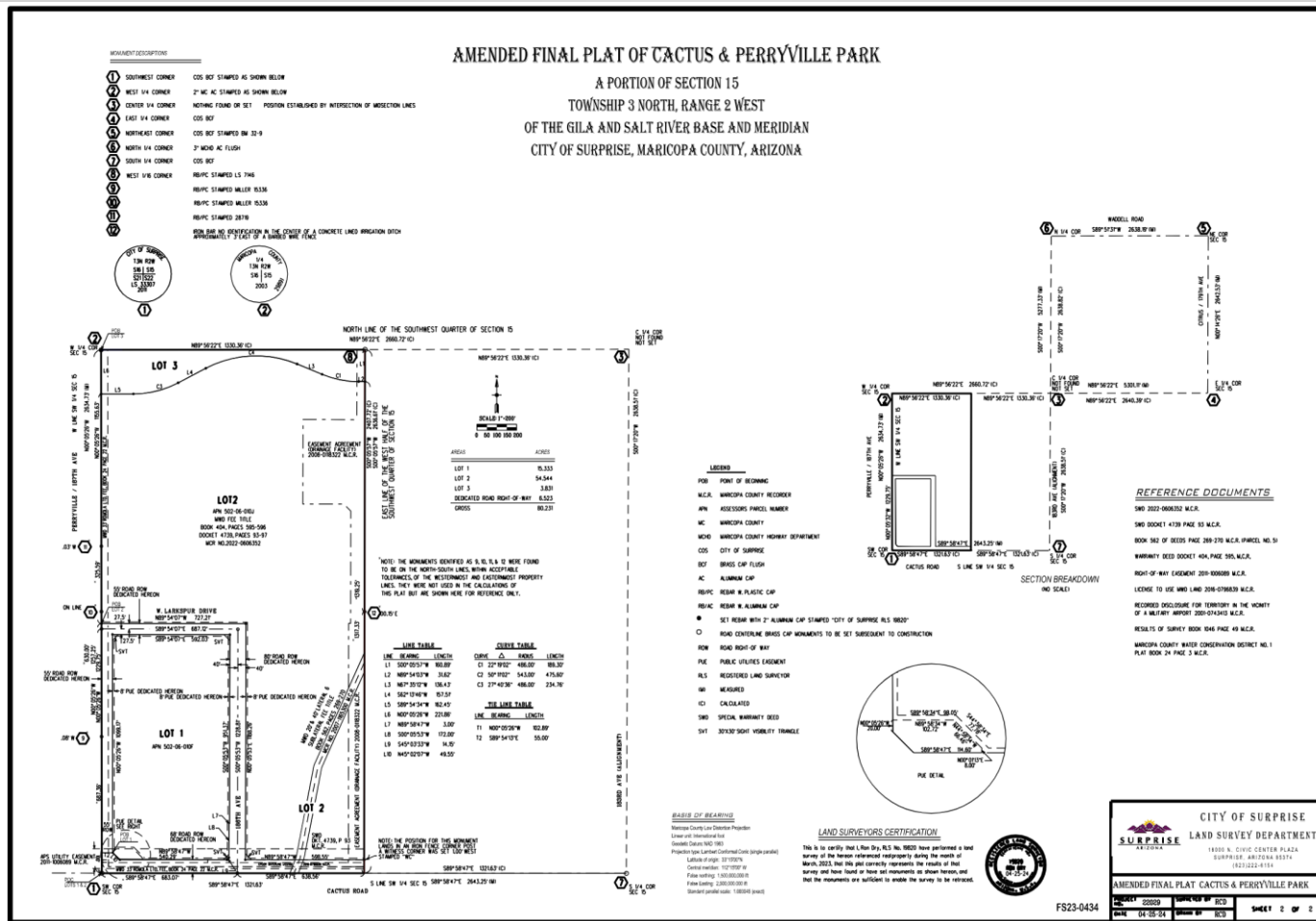


FS24-0597 VICINITY MAP



FS24-0597 ZONING MAP







SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Special Warranty Deed for dedication of Right of Way from Campania, LLC along 163rd Avenue between Grand Avenue and Pat Tillman Boulevard.

Motion:

I move to accept the Special Warranty Deed from Campania, LLC.

Background:

With the ADOT improvement of additional turn lanes at Grand and 163rd Avenues, the City determined that 163rd Avenue needed to be widened to handle the additional traffic turning onto 163rd Avenue. The Right of Way being dedicated is in association with the road improvements being done along 163rd Avenue, to increase accessibility in this rapidly developing area. The additional Right of Way will allow the City to expand 163rd Avenue to three (3) northbound lanes.

Objective Analysis:

As this area continues to rapidly develop, additional lanes are needed to handle increased traffic.

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:

This project is budgeted as part of the 2023 General Obligation Bond, Phase 2, and the City will incur the ongoing repair and maintenance costs for the road once it is constructed and accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. Campania ROW final signed
 2. Campania ROW - CC 06.18.24
-

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CAMPANIA, LLC, an Arizona limited liability company ("Grantor"), does hereby convey to the CITY OF SURPRISE, an Arizona municipal corporation ("Grantee"), all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit A to be dedicated as public right of way for roadway and utility purposes, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit A, including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit A.

Grantor does warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

Signatures on Following Pages

GRANTOR:

CAMPANIA, LLC, an Arizona limited liability company



By: Diamante Trust, its Manager

By: *Saul C. Carranza*
Saul C. Carranza, Management Trustee

STATE OF ARIZONA)
)
County of Maricopa)

The foregoing instrument was acknowledged before me this 23rd day of April, 2024, by Saul C. Carranza, who acknowledged himself to be the Management Trustee of The Diamante Trust, the Manager of Campania, LLC, an Arizona limited liability company, for and on behalf of said company.

Carol Seipel
Notary Public

My Commission Expires:

2/6/26

GRANTEE:

CITY OF SURPRISE, an Arizona municipal
corporation

By: _____
Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by Skip Hall known by me as the Mayor of the City of Surprise, an Arizona municipal
corporation.

My commission expires:

Notary Public:

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

A portion of that real property described in Special Warranty Deed 2016-833046, records of Maricopa County being located in the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northwest Corner of said Section 18 from which the West Quarter Corner of said Section lies South 00°10'21" West 2633.87 feet;

Thence along the west line of said Section South 00°10'21" West 943.26 feet to the northwest corner of said real property and the POINT OF BEGINNING;

Thence along the north line of said real property South 89°45'50" East 78.00 feet;

Thence South 00°10'21" West 68.30 feet;

Thence North 89°49'39" West 10.00 feet;

Thence South 00°10'21" West 305.34 feet to the south line of said real property;

Thence along said south line North 89°47'00" West 68.00 feet to the southwest corner of said real property and the west line of said Northwest Quarter of Section 18;

Thence along said line North 00°10'21" East 373.67 feet to the POINT OF BEGINNING.

Containing 0.599 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description

EXHIBIT "B"

PINNACLE PEAK ROAD

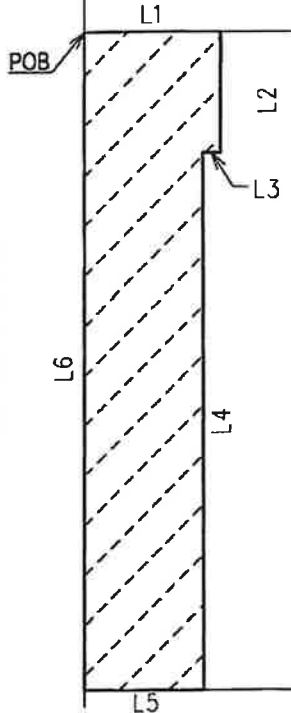


SCALE: 1"=100'



NW COR
SEC 18
T4N, R1W

S00° 10' 21" W
943.26'



NORTH PROPERTY LINE

LINE TABLE

LINE	BEARING	LENGTH
L1	S89° 45' 50" E	78.00'
L2	S00° 10' 21" W	68.30'
L3	N89° 49' 39" W	10.00'
L4	S00° 10' 21" W	305.34'
L5	N89° 47' 00" W	68.00'
L6	N00° 10' 21" E	373.67'

CAMPANIA LLC
SWD 2016-833046
APN 503-57-008D

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- APN ASSESSORS PARCEL NUMBER
-  ROAD RIGHT-OF-WAY DEDICATION AREA=0.599 ACRES +/-

SOUTH PROPERTY LINE

S00° 10' 21" W 2633.87'

W 1/4 COR
SEC 18
T4N, R1W

BASIS OF BEARINGS

Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic (single parallel)
Latitude of origin: 33° 15' 00" N
Central meridian: 112° 15' 00" W
False northing: 1,500,000.000 ift
False easting: 2,500,000.000 ift
Standard parallel scale: 1.000045 (exact)



ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23021

DRAWN BY RCD

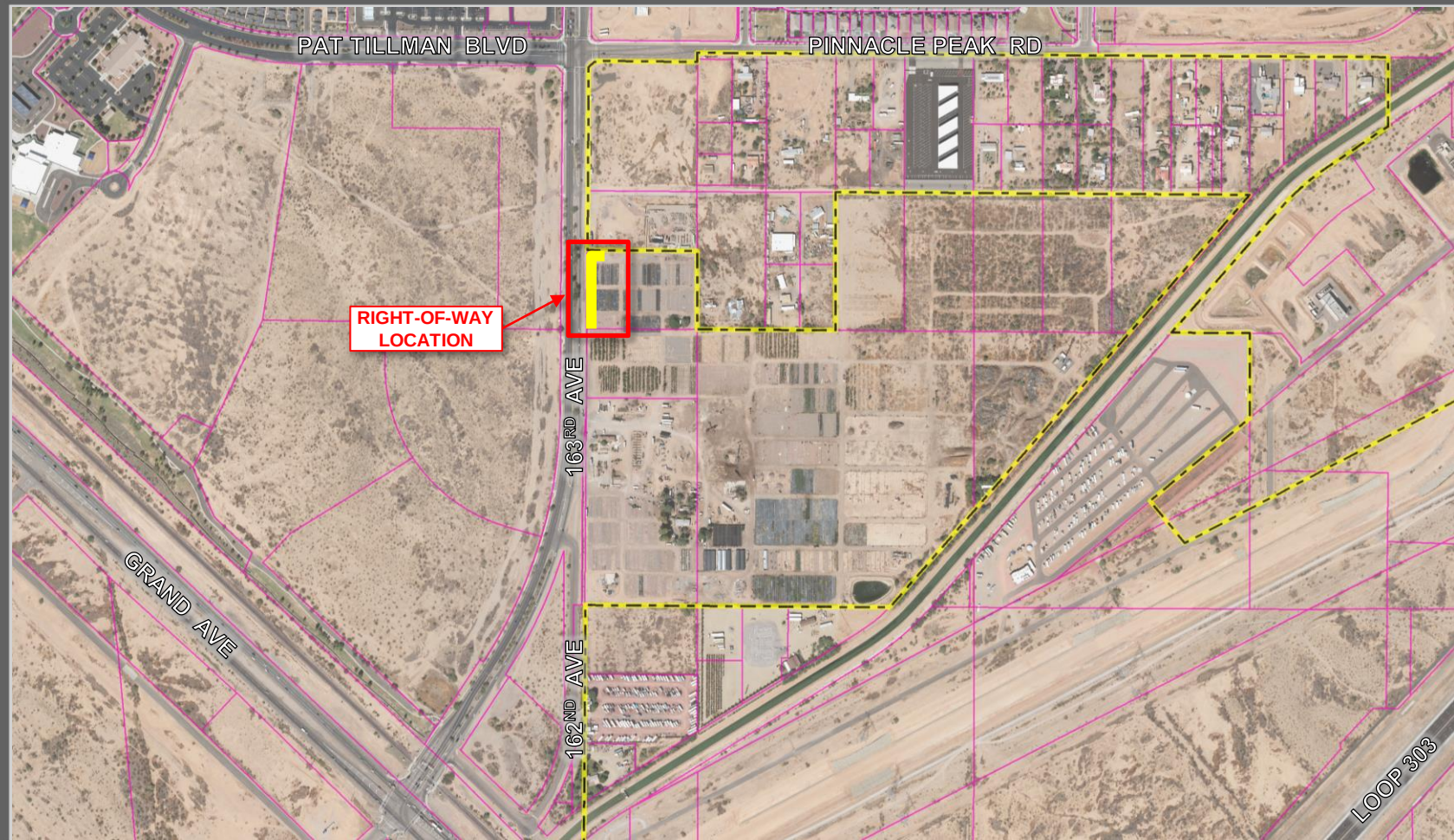
DATE 12-16-23

SHEET 1 OF 1



Campania Right-of-Way Dedication

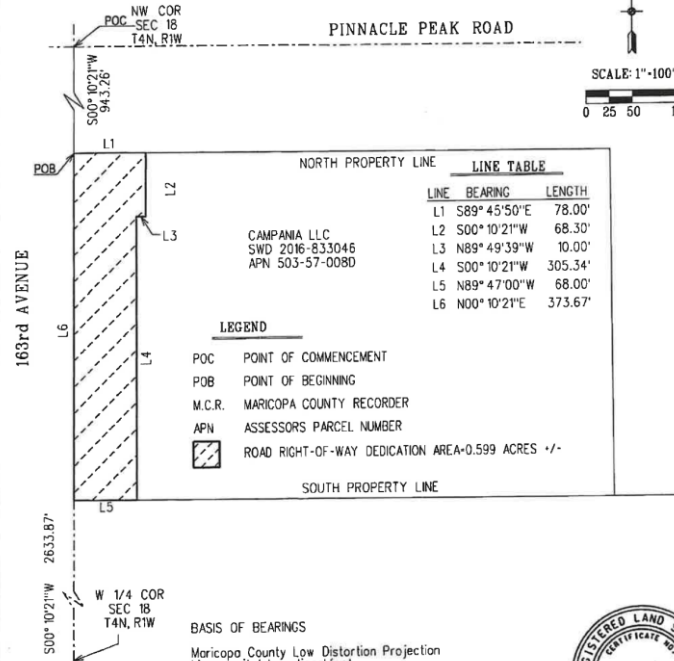
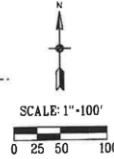
City Council – June 18, 2024



VICINITY MAP

EXHIBIT "B"

PINNACLE PEAK ROAD



LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- APN ASSESSORS PARCEL NUMBER
- ROAD RIGHT-OF-WAY DEDICATION AREA=0.599 ACRES +/-

BASIS OF BEARINGS

Maricopa County Low Distortion Projection
 Linear unit: International foot
 Geodetic Datum: NAD 1983
 Projection type: Lambert Conformal Conic (single parallel)
 Latitude of origin: 33°15'00"N
 Central meridian: 112°15'00"W
 False northing: 1,500,000.000 ft
 False easting: 2,500,000.000 ft
 Standard parallel scale: 1.000045 (exact)



ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23021

DRAWN BY RCD

DATE 12-16-23

SHEET 1 OF 1

EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of two Special Warranty Deeds for dedication of rights-of-way from Valparaiso, LLC along 163rd Avenue between Grand Avenue and Pat Tillman Boulevard.

Motion:

I move to accept the two Special Warranty Deeds from Valparaiso, LLC.

Background:

With the ADOT improvement of additional turn lanes at Grand and 163rd Avenues, the City determined that 163rd Avenue needs to be widened to handle the additional traffic turning onto 163rd Avenue. The rights of way being dedicated are in association with the road improvements being done along 163rd Avenue to increase accessibility in this rapidly developing area. The additional rights of way will allow the City to expand 163rd Avenue to three (3) northbound lanes and improve the intersection at 163rd Avenue and Country Club Terrace.

Objective Analysis:

As this area continues to rapidly develop, additional lanes are needed to handle the increased traffic. The intersection improvement at 163rd Avenue and Country Club Terrace will allow 162nd Avenue traffic to safely turn left onto 163rd Avenue.

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:

This project is budgeted as part of the 2023 General Obligation Bond, Phase 2, and the City will incur the ongoing repair and maintenance costs for the road once it is constructed and accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. Valparaiso 1 RW final signed
 2. Valparaiso 2 RW final signed
 3. Valparaiso ROW - CC 06.18.24
-

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VALPARAISO, LLC, an Arizona limited liability company ("Grantor") does hereby convey to the CITY OF SURPRISE, an Arizona municipal corporation ("Grantee"), all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit A to be dedicated as public right of way for roadway and utility purposes, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit A, including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit A.

Grantor does warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

Signatures on Following Pages



GRANTOR:

VALPARAISO, LLC, an Arizona limited liability company

By: The Brescia Trust, its Co-Manager

By: Saul Carranza
Saul C. Carranza, Management Trustee

By: The Tuscany Trust, its Co-Manager

By: Saul Carranza
Saul C. Carranza, Management Trustee

STATE OF ARIZONA)
)
County of Maricopa)

The foregoing instrument was acknowledged before me this 23rd day of April, 2024, by Saul C. Carranza, who acknowledged himself to be the Management Trustee of The Brescia Trust, the Co-Manager of Valparaiso, LLC, an Arizona limited liability company, for and on behalf of said company.

Carol Seipel
Notary Public

My Commission Expires:

2/6/26

GRANTEE:

CITY OF SURPRISE, an Arizona municipal
corporation

By: _____
Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by Skip Hall known by me as the Mayor of the City of Surprise, an Arizona municipal
corporation.

My commission expires:

Notary Public:

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

A portion of that real and personal property described in Warranty Deed 2012-0451701, records of Maricopa County being located in the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northwest Corner of said Section 18 from which the West Quarter Corner of said Section lies South 00°10'21" West 2633.87 feet;

Thence along the west line of said Section South 00°10'21" West 1316.94 feet to the northwest corner of said real property and the **POINT OF BEGINNING**;

Thence along the north line of said real property South 89°47'00" East 68.00 feet;

Thence South 00°10'21" West 329.24 feet to the south line of said real property;

Thence along said south line North 89°46'34" West 68.00 feet to the southwest corner of said real property and the west line of said Northwest Quarter of Section 18;

Thence along said line North 00°10'21" East 329.23 feet to the **POINT OF BEGINNING**.

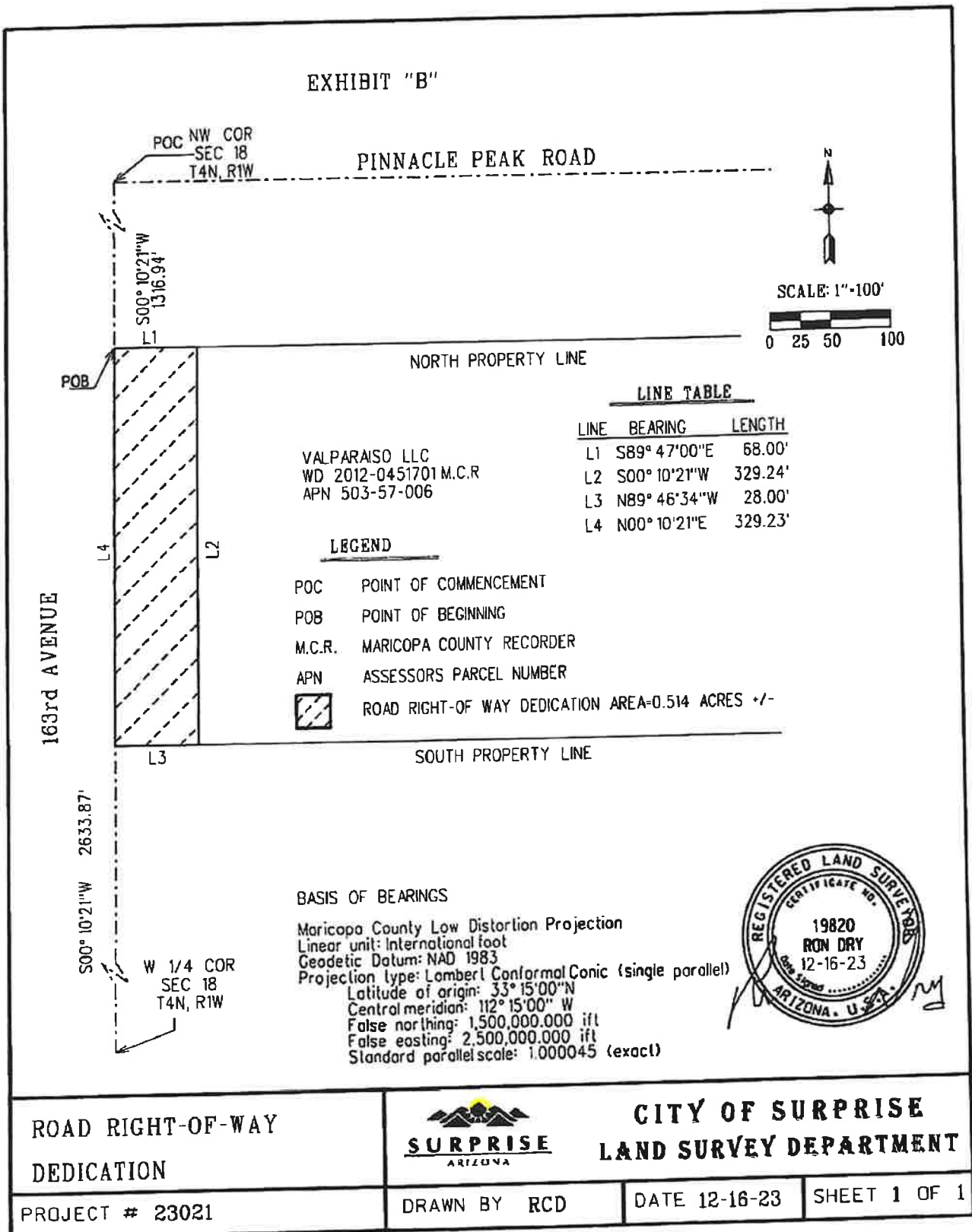
Containing 0.514 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"



When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VALPARAISO, LLC, an Arizona limited liability company ("Grantor") does hereby convey to the CITY OF SURPRISE, an Arizona municipal corporation ("Grantee"), all right, title and interest to and in that certain parcel of real property as legally described in Exhibit A and depicted in Exhibit B.

It is the intention of the parties to cause the real property described on said Exhibit A to be dedicated as public right of way for roadway and utility purposes, and to vest title in fee simple in the City of Surprise in Trust, for all the uses contemplated in public street dedication.

This deed supersedes and renders void any previous grant of a right in the real property described in Exhibit A, including, but not limited to, any easements conveyed by Grantor to the City of Surprise concerning the real property described in Exhibit A.

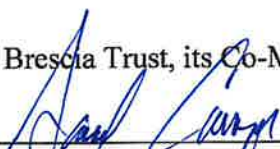
Grantor does warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

Signatures on Following Pages

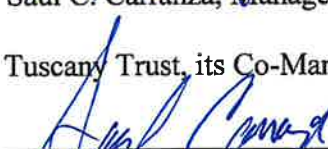
GRANTOR:

VALPARAISO, LLC, an Arizona limited liability company

By: The Brescia Trust, its Co-Manager

By: 
Saul C. Carranza, Management Trustee

By: The Tuscany Trust, its Co-Manager

By: 
Saul C. Carranza, Management Trustee

STATE OF ARIZONA)
)
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Saul C. Carranza, who acknowledged himself to be the Management Trustee of The Brescia Trust, the Co-Manager of Valparaiso, LLC, an Arizona limited liability company, for and on behalf of said company.

Notary Public

My Commission Expires:

GRANTEE:

CITY OF SURPRISE, an Arizona municipal
corporation

By: _____
Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by Skip Hall known by me as the Mayor of the City of Surprise, an Arizona municipal
corporation.

My commission expires:

Notary Public:

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

Portions of that real and personal property described in Warranty Deed 2012-0451701, records of Maricopa County being located in the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

PARCEL #1

COMMENCING at the Northwest Corner of said Section 18 from which the West Quarter Corner of said Section lies South 00°10'21" West 2633.87 feet;

Thence along the west line of said Section South 00°10'21" West 1646.17 feet to the northwest corner of said real property and the POINT OF BEGINNING;

Thence along the north line of said real property South 89°46'34" East 68.00 feet;

Thence South 00°10'21" West 49.41 feet to the beginning of a tangent curve, concave westerly, having a radius of 2359.80 feet;

Thence southerly along the arc of said curve through a central angle of 13°47'17" a distance of 567.88 feet to a point on the west line of said real property and said west line of Section 18, said point being labeled as POINT "A" for purposes of this description.

Thence along said line North 00°10'21" East 611.88 feet to the POINT OF BEGINNING.

Containing 0.664 acres, more or less.

PARCEL #2

COMMENCING at the aforesaid POINT-"A"

Thence along the aforesaid west line of Section 18 South 00°10'21" West 30.63 feet to the POINT OF BEGINNING;

Thence South 36°01'31" East 28.93 feet to the beginning of a non-tangent curve, concave northerly the center of which lies North 15°36'32" East 684.00 feet;

Thence easterly along the arc of said curve through a central angle of 15°47'34" a distance of 188.54 feet;

Thence North 89°48'58" East 162.50 feet;

Thence South 00°11'02" East 12.00 feet;

Thence North 89°48'58" East 119.06 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 30.00 feet;

DESCRIPTION continued on page 2 of 2

DESCRIPTION continued from page 1 of 2

Thence northeasterly along the arc of said curve through a central angle of 90°00'00" a distance of 47.12 feet;

Thence North 00°11'02" West 12.00 feet;

Thence North 89°48'58" East 43.50 feet;

Thence South 00°11'02" East 22.50 feet;

Thence South 45°11'02" East 28.28 feet;

Thence North 89°48'58" East 12.50 feet;

Thence South 00°11'02" East 55.00 feet;

Thence South 89°48'58" West 10.00 feet;

Thence South 44°48'58" West 28.28 feet;

Thence South 00°11'02" East 20.31 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 181.00 feet;

Thence southwesterly along the arc of said curve through a central angle of 90°24'11" a distance of 285.59 feet;

Thence North 89°46'52" West 380.48 feet to the west line of said real property;

Thence along said line North 00°10'21" East 60.00 feet;

Thence departing said line South 89°46'52" East 380.52 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 121.00 feet;

Thence northeasterly along the arc of said curve through a central angle of 90°24'11" a distance of 190.92 feet;

Thence North 00°11'02" West 7.80 feet;

Thence North 45°11'02" West 28.28 feet;

Thence South 89°48'58" West 277.56 feet to the beginning of a tangent curve, concave northerly, having a radius of 764.00 feet;

Thence westerly along the arc of said curve through a central angle of 15°27'57" a distance of 206.23 feet to the west line of said real property;

Thence along said west line North 00°10'21" East 101.61 feet to the POINT OF BEGINNING.

Containing 1.974 acres, more or less.

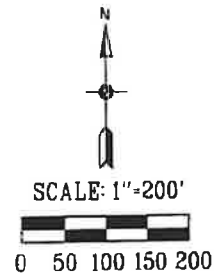
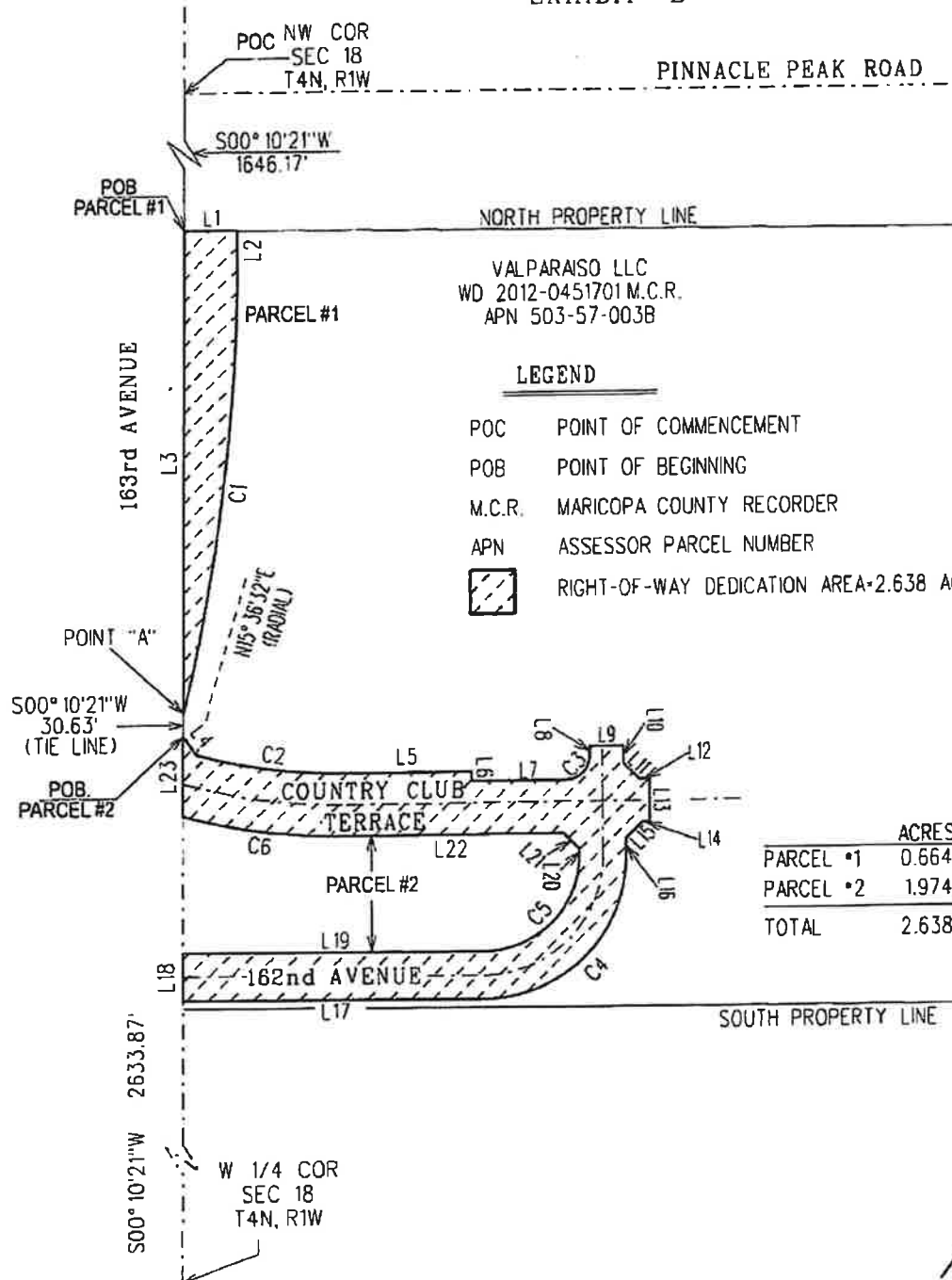
Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description

Page 2 of 2



EXHIBIT "B"



ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT - 23021

DRAWN BY RCD

DATE 04-03-24

SHEET 1 OF 2

EXHIBIT "B"

LINE TABLE

LINE	BEARING	LENGTH
L1	S89° 46'34"E	68.00'
L2	S00° 10'21"W	49.41'
L3	N00° 10'21"E	611.88'
L4	S36° 01'31"E	28.93'
L5	N89° 48'58"E	162.50'
L6	S00° 11'02"E	12.00'
L7	N89° 48'58"E	119.06'
L8	N00° 11'02"W	12.00'
L9	N89° 48'58"E	43.50'
L10	S00° 11'02"E	22.50'
L11	S45° 11'02"E	28.28'
L12	N89° 48'58"E	12.50'
L13	S00° 11'02"E	55.00'
L14	S89° 48'58"W	10.00'
L15	S44° 48'58"W	28.28'
L16	S00° 11'02"E	20.31'
L17	N89° 46'52"W	380.48'
L18	N00° 10'21"E	60.00'
L19	S89° 46'52"E	380.52'
L20	N00° 11'02"W	7.80'
L21	N45° 11'02"W	28.28'
L22	S89° 48'58"W	277.56'
L23	N00° 10'21"E	101.61'

CURVE TABLE

CURVE	Δ	RADIUS	LENGTH
C1	13° 47'17"	2359.80'	567.88'
C2	15° 47'34"	684.00'	188.54'
C3	90° 00'00"	30.00'	47.12'
C4	90° 24'11"	181.00'	285.59'
C5	90° 24'11"	121.00'	190.92'
C6	15° 27'57"	764.00'	206.23'

BASIS OF BEARINGS

Maricopa County Low Distortion Projection
 Linear unit: International foot
 Geodetic Datum: NAD 1983
 Projection type: Lambert Conformal Conic (single parallel)
 Latitude of origin: 33° 15'00"N
 Central meridian: 112° 15'00" W
 False northing: 1,500,000.000 ift
 False easting: 2,500,000.000 ift
 Standard parallel scale: 1.000045 (exact)



ROAD RIGHT-OF-WAY
 DEDICATION



CITY OF SURPRISE
 LAND SURVEY DEPARTMENT

PROJECT * 23021

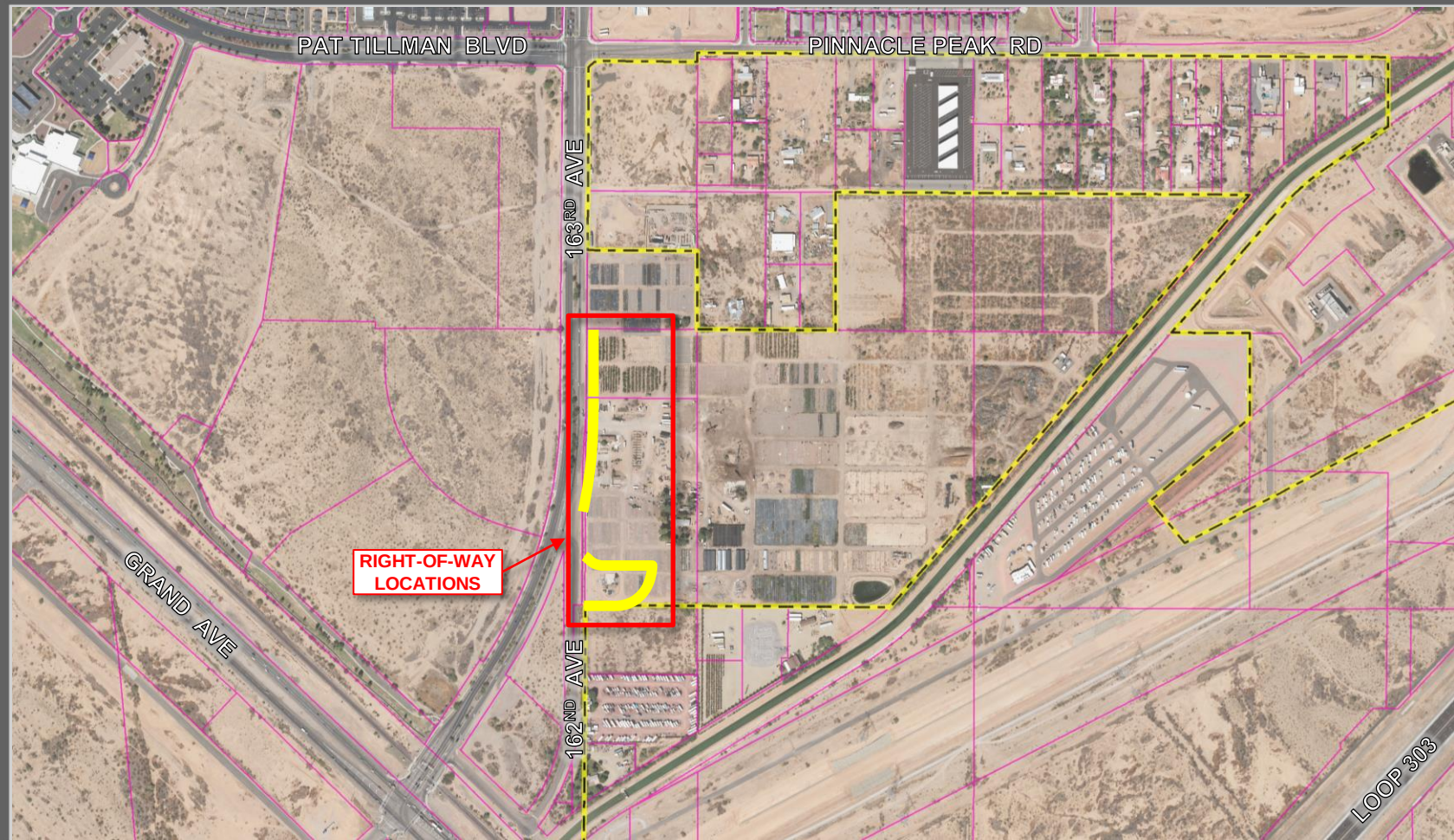
DRAWN BY RCD

DATE 04-03-24 SHEET 2 OF 2

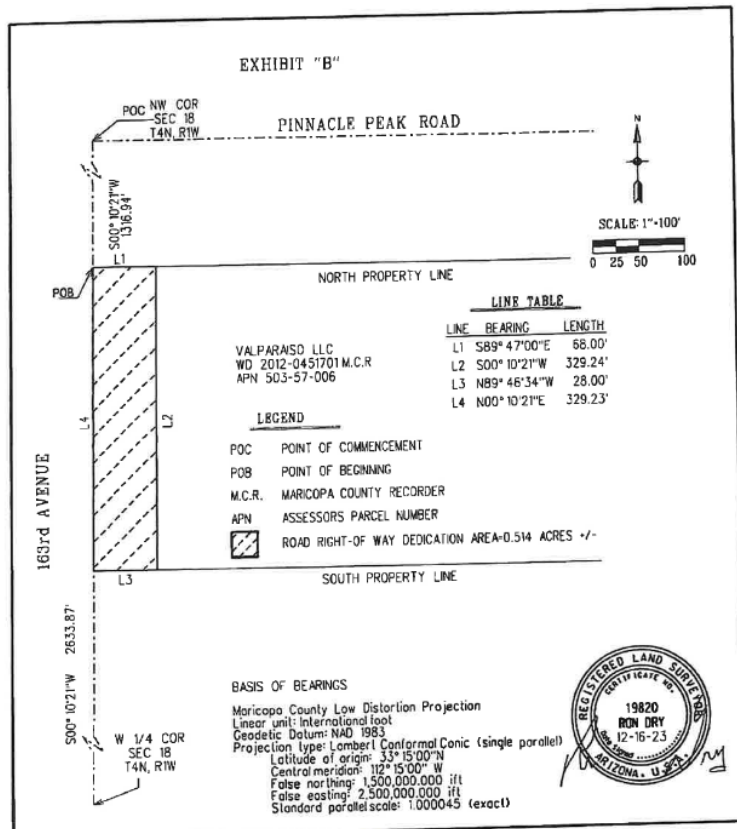


Valparaiso Right-of-Way Dedication

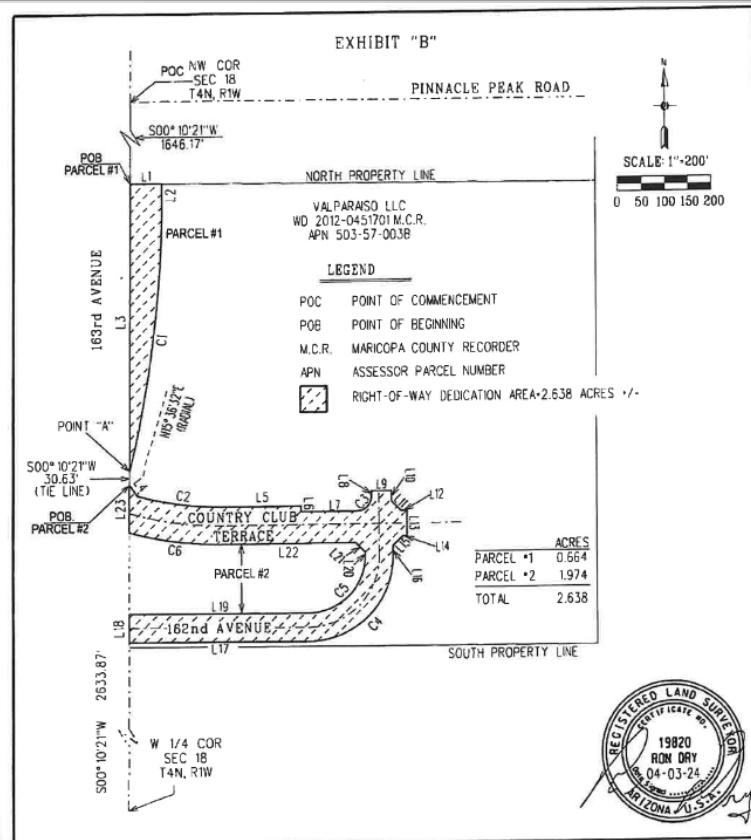
City Council – June 18, 2024



VICINITY MAP



ROAD RIGHT-OF-WAY DEDICATION	 CITY OF SURPRISE LAND SURVEY DEPARTMENT
PROJECT # 23021	DRAWN BY RCD DATE 12-18-23 SHEET 1 OF 1



ROAD RIGHT-OF-WAY DEDICATION	 CITY OF SURPRISE LAND SURVEY DEPARTMENT
PROJECT # 23021	DRAWN BY RCD DATE 04-03-24 SHEET 1 OF 2

EXHIBIT



QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of two Drainage Easements from Valparaiso, LLC along 163rd Avenue between Grand Avenue and Pat Tillman Boulevard.

Motion:

I move to accept the two Drainage Easements from Valparaiso, LLC.

Background:

With the ADOT improvement of additional turn lanes at Grand and 163rd Avenues, the City determined that 163rd Avenue needed to be widened to handle the additional traffic turning onto 163rd Avenue from Grand Avenue. Drainage easements are being dedicated to the City as part of the 163rd Avenue roadway widening and improvement project. The drainage easements are necessary to allow the City to expand 163rd Avenue to three (3) northbound lanes and improve the intersection at Country Club Terrace.

Objective Analysis:

As this area continues to rapidly develop, the additional lanes and associated drainage easements are needed to handle the increase in traffic and run off from rain events.

Policy Compliant:

Approval of this item is policy compliant. All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

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:

This project is budgeted as part of the 2023 General Obligation Bond, Phase 2, and the City will incur the ongoing repair and maintenance costs for the road once it is constructed and accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. Valparaiso 1 TDE final signed
 2. Valparaiso 2 TDE final signed
 3. Valparaiso TDE - CC 06.18.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this 23rd day of April, 2024, by and between VALPARAISO LLC, an Arizona limited liability company ("Grantor"), and the CITY OF SURPRISE, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Maricopa County, Arizona located in section 18, township 4N, range 1W of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit A, and depicted on Exhibit B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over the Easement Area for drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Area. Grantor may make use of the Easement Area so long as such use does not unreasonably interfere with the purposes of this Easement – namely to receive, accept, handle, control, and contain drainage from adjacent streets and roadways.
- 2. Not a Public Dedication. Other than the grant of this Easement for drainage purposes, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.
- 3. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its

ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant, or condition of this Easement be void, invalid, or inoperative, the same shall not affect any other term, provision, covenant, or condition of this Easement, but the remainder thereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had not been contained herein.

4. Termination. This Easement shall remain in place until the underlying property encumbered by this Easement and/or the lots adjacent thereto and associated with this Easement are developed and otherwise capture, control, and account for the necessary onsite and/or offsite drainage from the adjacent streets and roadways. At the time Grantor, or its successors and assigns, receives an approved grading and drainage permit from the City, Grantor shall provide Grantee with sixty (60) days' written notice to vacate the Easement Area. Upon Grantee vacating the Easement Area, this Easement shall terminate without further action by the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this declaration as of the date above written.

Signatures on Following Pages

GRANTOR:

VALPARAISO, LLC, an Arizona limited liability company



By: The Brescia Trust, its Co-Manager

By: Saul C. Carranza
Saul C. Carranza, Management Trustee

By: The Tuscany Trust, its Co-Manager

By: Saul C. Carranza
Saul C. Carranza, Management Trustee

STATE OF ARIZONA)

County of Maricopa)

The foregoing instrument was acknowledged before me this 23rd day of April, 2024, by Saul C. Carranza, who acknowledged himself to be the Management Trustee of The Brescia Trust, the Co-Manager of Valparaiso, LLC, an Arizona limited liability company, for and on behalf of said company.

Carol Seipel
Notary Public

My Commission Expires:

2/6/26

GRANTEE:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Skip Hall known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

My commission expires:

Notary Public:

EXHIBIT "A"

DESCRIPTION

TEMPORARY DRAINAGE EASEMENT DEDICATION

A portion of that real property described in Warranty Deed 2012-0451701, records of Maricopa County being located in the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northwest Corner of said Section 18 from which the West Quarter Corner of said Section lies South 00°10'21" West 2633.87 feet;

Thence along the west line of said Section South 00°10'21" West 1316.94 feet to the northwest corner of said real property;

Thence along the north line of said real property South 89°47'00" East 83.00 feet;

Thence South 00°10'21" West 178.30 feet to the POINT OF BEGINNING;

Thence South 89°49'39" East 110.00 feet;

Thence South 00°00'45" West 151.04 feet to the south line of said real property;

Thence along said south line North 89°46'34" West 110.42 feet;

Thence North 00°10'21" East 150.94 feet to the POINT OF BEGINNING.

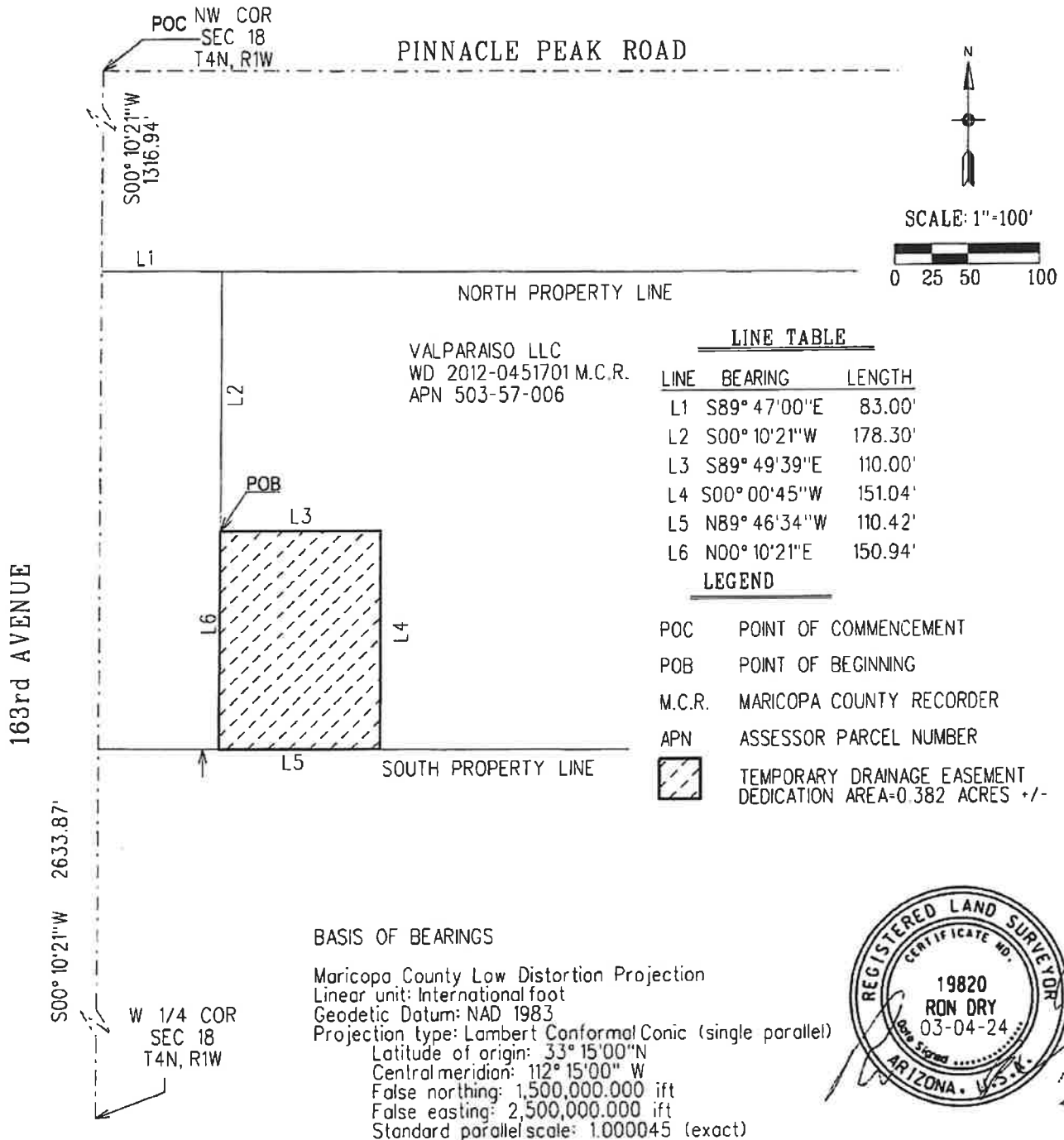
Containing 0.382 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"



TEMPORARY DRAINAGE
EASEMENT DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT * 23021

DRAWN BY RCD

DATE 03-04-24

SHEET 1 OF 1

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this 23rd day of April, 2024, by and between Valparaiso LLC, an Arizona limited liability company ("Grantor"), and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Maricopa County, Arizona located in section 18, township 4N, range 1W of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit A, and depicted on Exhibit B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over the Easement Area for drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Area. Grantor may make use of the Easement Area so long as such use does not unreasonably interfere with the purposes of this Easement – namely to receive, accept, handle, control, and contain drainage from adjacent streets and roadways.
- 2. Not a Public Dedication. Other than the grant of this Easement for drainage purposes, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.
- 3. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its

ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant, or condition of this Easement be void, invalid, or inoperative, the same shall not affect any other term, provision, covenant, or condition of this Easement, but the remainder thereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had not been contained herein.

4. Termination. This Easement shall remain in place until the underlying property encumbered by this Easement and/or the lots adjacent thereto and associated with this Easement are developed and otherwise capture, control, and account for the necessary onsite and/or offsite drainage from the adjacent streets and roadways. At the time Grantor, or its successors and assigns, receives an approved grading and drainage permit from the City, Grantor shall provide Grantee with sixty (60) days' written notice to vacate the Easement Area. Upon Grantee vacating the Easement Area, this Easement shall terminate without further action by the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this declaration as of the date above written.

Signatures on Following Pages

GRANTOR:

VALPARAISO, LLC, an Arizona limited liability company



By: The Brescia Trust, its Co-Manager

By: Saul Carranza
Saul C. Carranza, Management Trustee

By: The Tuscany Trust, its Co-Manager

By: Saul Carranza
Saul C. Carranza, Management Trustee

STATE OF ARIZONA)
)
County of Maricopa)

The foregoing instrument was acknowledged before me this 30th day of April, 2024, by Saul C. Carranza, who acknowledged himself to be the Management Trustee of The Brescia Trust, the Co-Manager of Valparaiso, LLC, an Arizona limited liability company, for and on behalf of said company.

Carol Seipel
Notary Public

My Commission Expires:

2/6/26

GRANTEE:

CITY OF SURPRISE, an Arizona municipal
corporation

By: _____
Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by Skip Hall known by me as the Mayor of the City of Surprise, an Arizona municipal
corporation.

My commission expires:

Notary Public:

EXHIBIT "A"

DESCRIPTION

TEMPORARY DRAINAGE EASEMENT DEDICATION

A portion of that real property described in Warranty Deed 2012-0451701, records of Maricopa County being located in the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northwest Corner of said Section 18 from which the West Quarter Corner of said Section lies South 00°10'21" West 2633.87 feet;

Thence along the west line of said Section South 00°10'21" West 1646.17 feet to the northwest corner of said real property;

Thence along the north line of said real property South 89°46'34" East 98.00 feet to the POINT OF BEGINNING;

Thence continuing along said line South 89°46'34" East 95.42 feet;

Thence South 00°00'45" West 88.96 feet;

Thence North 89°49'37" West 96.00 feet to a point on a non-tangent curve concave westerly, the center of which lies North 89°52'35" West 2389.80 feet;

Thence northerly along the arc of said curve through a central angle of 00°57'04" a distance of 39.67 feet;

Thence North 00°10'21" East 49.38 feet to the POINT OF BEGINNING.

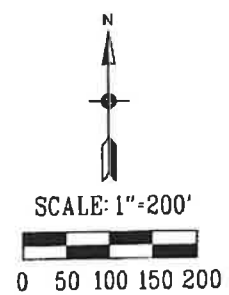
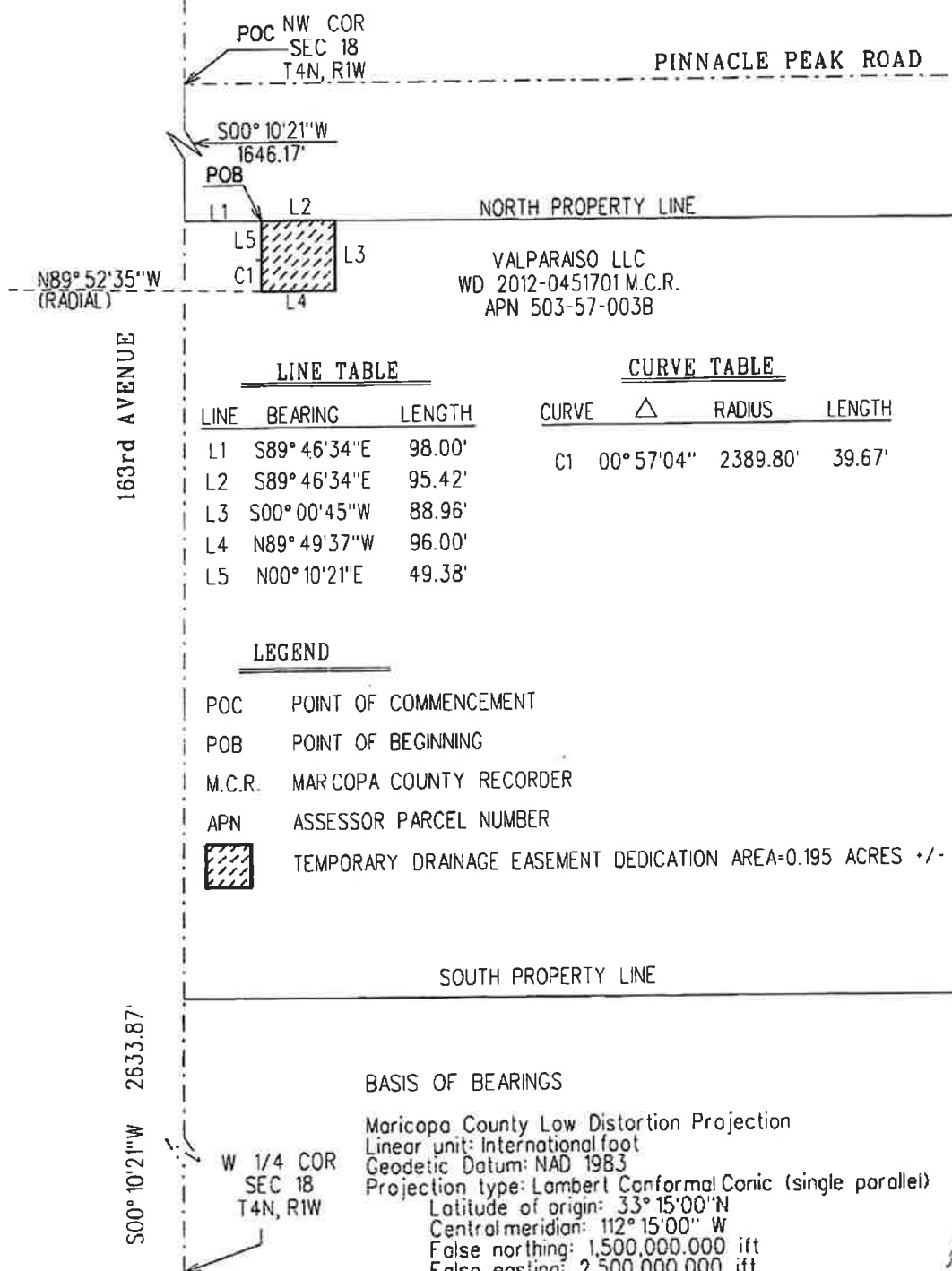
Containing 0.195 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"

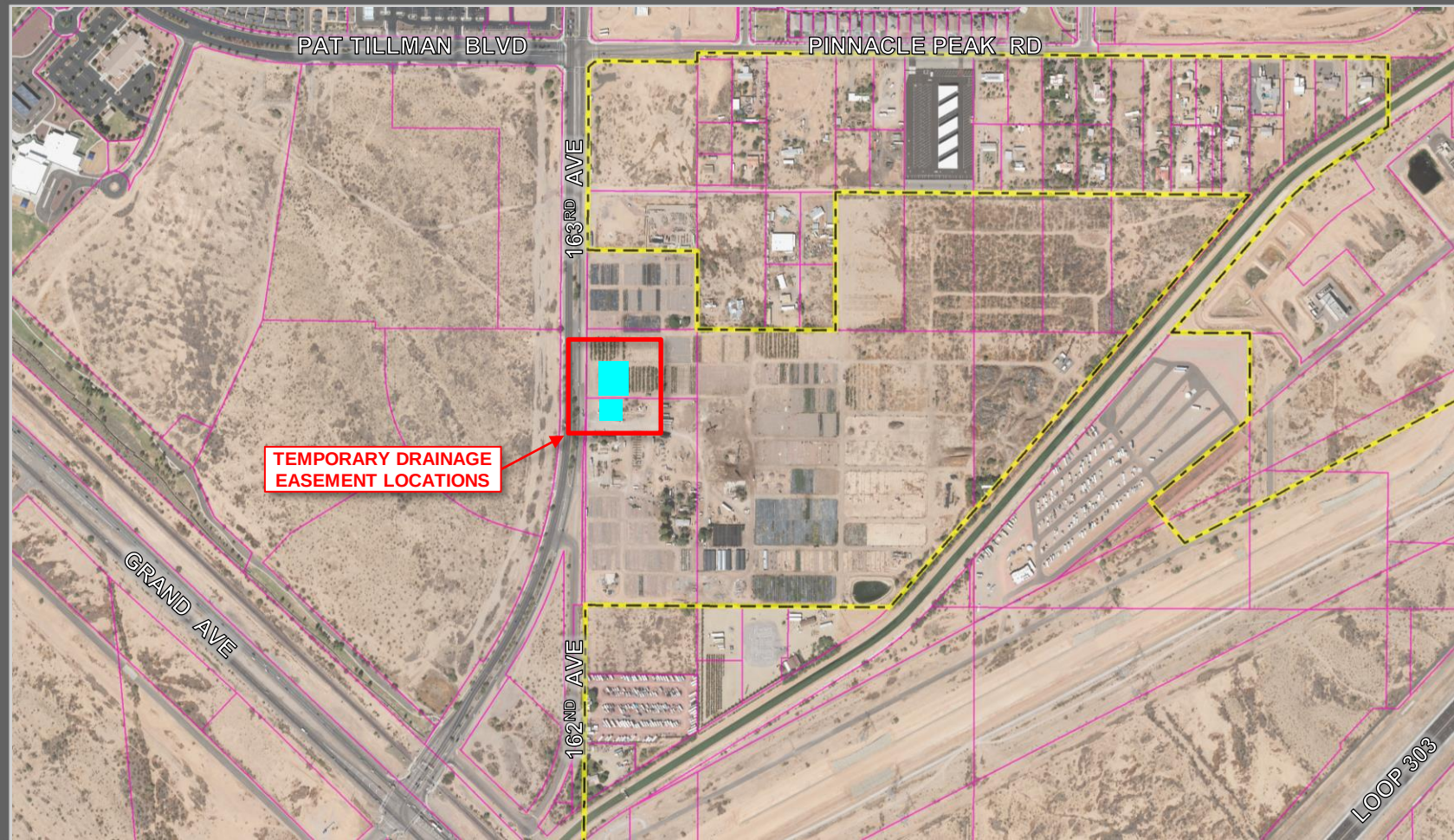


TEMPORARY DRAINAGE EASEMENT DEDICATION	 CITY OF SURPRISE LAND SURVEY DEPARTMENT		
PROJECT * 23021	DRAWN BY RCD	DATE 03-04-24	SHEET 1 OF 1



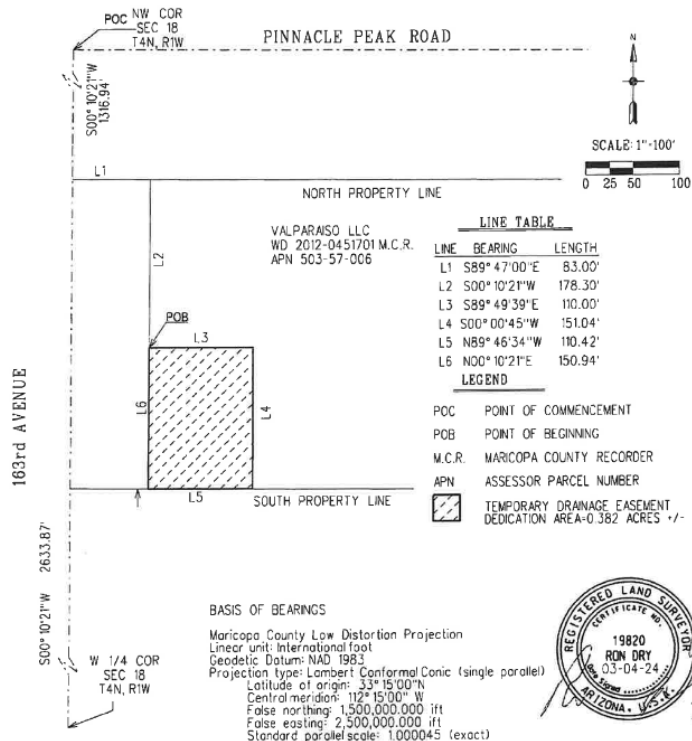
Valparaiso Temporary Drainage Easement

City Council – June 18, 2024



VICINITY MAP

EXHIBIT "B"



TEMPORARY DRAINAGE
EASEMENT DEDICATION

PROJECT * 23021



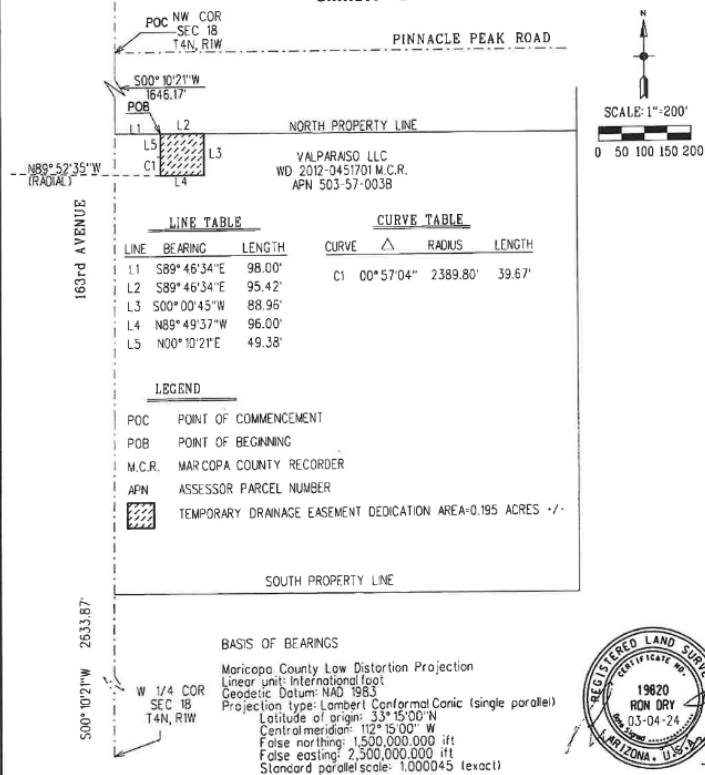
CITY OF SURPRISE
LAND SURVEY DEPARTMENT

DRAWN BY RCD

DATE 03-04-24

SHEET 1 OF 1

EXHIBIT "B"



TEMPORARY DRAINAGE
EASEMENT DEDICATION

PROJECT * 23021



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

DRAWN BY RCD

DATE 03-04-24

SHEET 1 OF 1

EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 3

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Drainage Easement from Circle K Stores, Inc. along Cactus Road at Sarival Road.

Motion:

I move to accept the Drainage Easement from Circle K Stores Inc.

Background:

In 2023, City of Surprise residents approved the General Obligation Bond for roadway improvements. One of those projects was the improvement of Cactus Road between Cotton Lane and Reems Road. The City has been working with the landowners along Cactus Road to acquire the necessary easements for the addition of lanes. A drainage easement is needed to handle the flow of runoff until the parcel is developed.

Objective Analysis:

As this area continues to develop with commercial and residential areas, additional lanes and associated drainage easements are needed to handle the increase in traffic.

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:

This project is part of the 2023 General Obligation Bond. The drainage easement is needed for completion of the roadway improvement. The City will plan for future operations and maintenance when the drainage easement is in place.

FTE Impact:

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

ATTACHMENTS:

1. Circle K DE signed
 2. Circle K DE Cactus - CC 06.18.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this ____ day of _____, 2024, by and between Circle K Stores Inc, a Texas corporation ("Grantor"), and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Maricopa County, Arizona located in the NW Section 19 Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over the Easement Area for drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Area. Grantor may make use of the Easement Area so long as such use does not unreasonably interfere with the purposes of this Easement – namely to receive, accept, handle, control, and contain drainage from adjacent streets and roadways.
- 2. Not a Public Dedication. Other than the grant of this Easement for drainage purposes, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.
- 3. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its

4. Termination. This Easement run with the land until either of the following occurs: (i) Grantee completes the necessary onsite and/or offsite drainage from the adjacent streets and roadways. or (ii) one year has passed following the date Grantor executes this easement.

GRANTOR: Circle K Stores Inc
a Texas corporation

By: **Danielle Burgess**
Its: **Assistant Secretary**

STATE OF Arizona)
) SS.
County of Maricopa)

 Leticia M Martinez
Notary Public
Maricopa County, Arizona
My Comm. Expires 08-08-2024
Commission No. 591918

Leticia M. Matz
8/8/2024

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____
Skip Hall
Its: Mayor

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____, known by me as the Mayor of the City of Surprise, an Arizona
municipal corporation.

EXHIBIT "A"

DESCRIPTION

TEMPORARY DRAINAGE EASEMENTS

Parcels of land located in the Northwest Quarter of the Northwest Quarter of Section 19, Township 3 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

TEMPORARY DRAINAGE EASEMENT #1

COMMENCING at the Northwest Corner of said Section 19 from which the West Quarter Corner of said Section 19 lies South 00°08'12" West 2638.01 feet;

Thence along the west line of said Northwest Quarter South 00°08'12" West 665.34 feet;

Thence departing said line South 89°13'06" East 76.00 feet to the POINT OF BEGINNING;

Thence North 00°08'12" East 170.00 feet;

Thence South 89°13'06" East 130.00 feet;

Thence South 00°08'12" West 170.00 feet;

Thence North 89°13'06" West 130.00 feet to the POINT OF BEGINNING.

Containing 0.507 acres, more or less.

TEMPORARY DRAINAGE EASEMENT #2

COMMENCING at the Northwest Corner of said Section 19 from which the North Quarter Corner of said Section 19 lies South 89°13'06" East 2180.33 feet;

Thence along the north line of said Section 19 South 89°13'06" East 723.05 feet to the northwest corner of Greer Ranch North Phase II as recorded in Book 790 Page 48, records of said County;

Thence departing said line South 00°07'46" West 76.00 feet;

Thence North 89°13'06" West 390.65 feet to the POINT OF BEGINNING;

DESCRIPTION continued on page 2 of 2

Page 1 of 2

DESCRIPTION continued from page 1 of 2

Thence South 00°46'54" West 80.00 feet;

Thence North 89°13'06" West 170.00 feet;

Thence North 00°46'54" East 80.00 feet;

Thence South 89°13'06" East 170.00 feet to the POINT OF BEGINNING.

Containing 0.312 acres, more or less.

TEMPORARY DRAINAGE EASEMENT #3

COMMENCING at the Northwest Corner of said Section 19 from which the North Quarter Corner of said Section 19 lies South 89°13'06" East 2180.33 feet;

Thence along the north line of said Section 19 South 89°13'06" East 723.05 feet to the northwest corner of Greer Ranch North Phase II as recorded in Book 790 Page 48, records of said County;

Thence departing said line South 00°07'46" West 76.00 feet;

Thence North 89°13'06" West 130.65 feet to the POINT OF BEGINNING;

Thence South 00°46'54" West 80.00 feet;

Thence North 89°13'06" West 148.00 feet;

Thence North 00°46'54" East 80.00 feet;

Thence South 89°13'06" East 148.00 feet to the POINT OF BEGINNING.

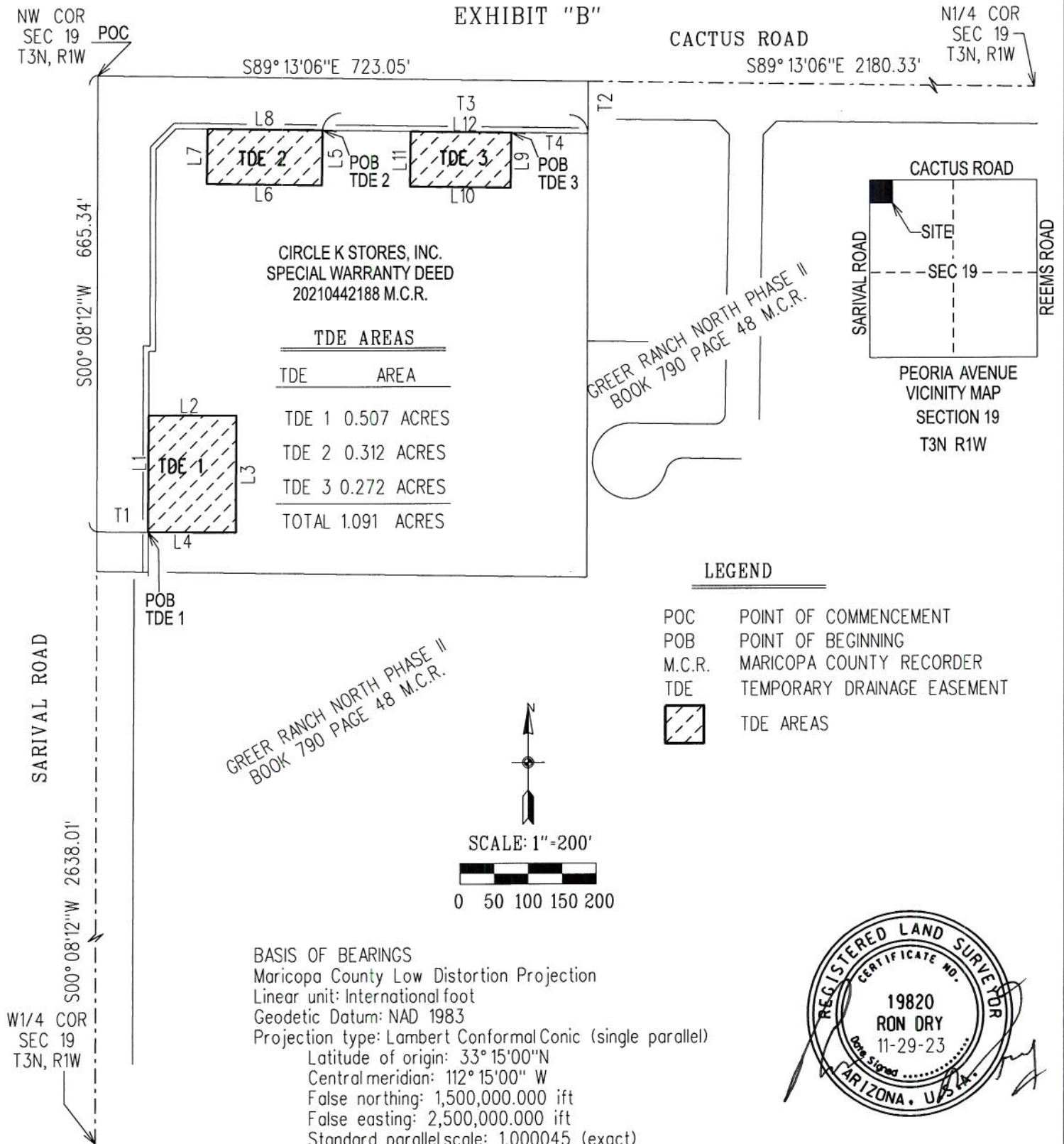
Containing 0.272 acres, more or less.

Attached is Exhibit "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"



TEMPORARY DRAINAGE
EASEMENTS



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23006

DRAWN BY RCD

DATE 11-29-23

SHEET 1 OF 2

EXHIBIT "B"

LINE TABLES

LINE TABLE

LINE	BEARING	LENGTH
L1	N00° 08'12"E	170.00'
L2	S89° 13'06"E	130.00'
L3	S00° 08'12"W	170.00'
L4	N89° 13'06"W	130.00'
L5	S00° 46'54"W	80.00'
L6	N 89° 13'06"W	170.00'
L7	N00° 46'54"E	80.00'
L8	N45° 27'33"E	170.00'
L9	S00° 46'54"W	80.00'
L10	N89° 13'06"W	148.00'
L11	N00° 46'54"E	80.00'
L12	S89° 13'06"E	148.00'

TIE LINE TABLE

LINE	BEARING	LENGTH
T1	S89° 13'06"E	76.00'
T2	S00° 07'46" W	76.00'
T3	N89° 13'06"W	390.65'
T4	N89° 13'06"W	130.65'



TEMPORARY DRAINAGE
EASEMENTS



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23006

DRAWN BY RCD

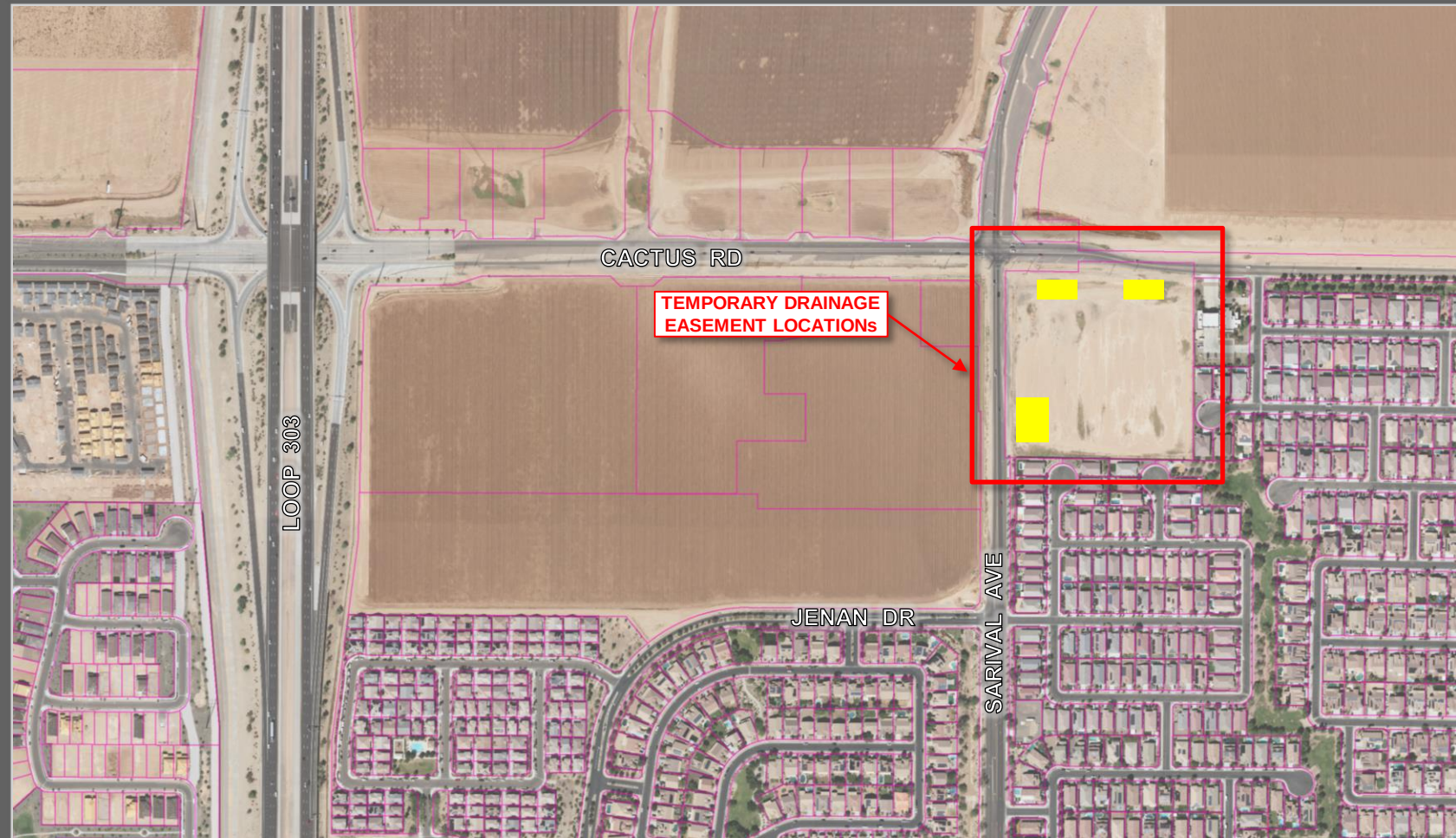
DATE 11-29-23

SHEET 2 OF 2



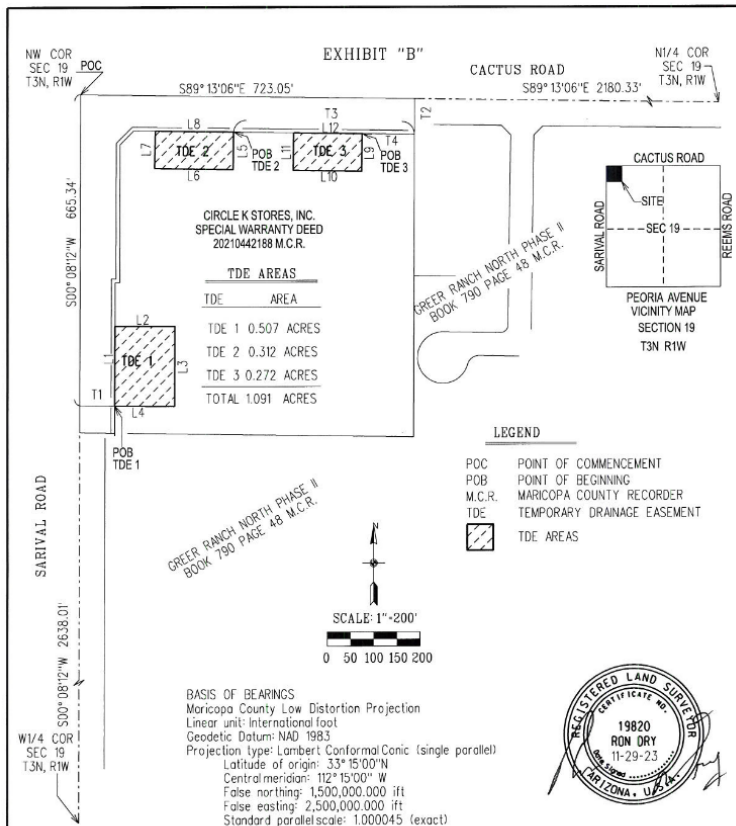
Circle K - Cactus Drainage Easement

City Council – June 18, 2024



TEMPORARY DRAINAGE
EASEMENT LOCATIONS

VICINITY MAP



TEMPORARY DRAINAGE
EASEMENTS



**CITY OF SURPRISE
LAND SURVEY DEPARTMENT**

PROJECT # 23006

DRAWN BY RCD

DATE 11-29-23

SHEET 1 OF 2

EXHIBIT "B"

LINE TABLES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00° 08' 12" E	170.00'
L2	S89° 13' 06" E	130.00'
L3	S00° 08' 12" W	170.00'
L4	N89° 13' 06" W	130.00'
L5	S00° 46' 54" W	80.00'
L6	N 89° 13' 06" W	170.00'
L7	N00° 46' 54" E	80.00'
L8	N45° 27' 33" E	170.00'
L9	S00° 46' 54" W	80.00'
L10	N89° 13' 06" W	148.00'
L11	N00° 46' 54" E	80.00'
L12	S89° 13' 06" E	148.00'

TIE LINE TABLE		
LINE	BEARING	LENGTH
T1	S89° 13' 06" E	76.00'
T2	S00° 07' 46" W	76.00'
T3	N89° 13' 06" W	390.65'
T4	N89° 13' 06" W	130.65'



TEMPORARY DRAINAGE
EASEMENTS



**CITY OF SURPRISE
LAND SURVEY DEPARTMENT**

PROJECT # 23006

DRAWN BY RCD

DATE 11-29-23

SHEET 2 OF 2

EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 3

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Special Warranty Deed for dedication of right-of-way from Daniela Holbura, at Perryville and Cactus Roads.

Motion:

I move to accept the Special Warranty Deed from Daniela Holbura.

Background:

In 2023, City of Surprise residents approved the General Obligation Bond for several projects; one of which was the construction of a park and fire station at Cactus and Perryville Roads. As a part of that project, improvement of the intersection at Cactus and Perryville Roads is needed to ensure a safe traffic pattern. The city has been working with landowners at this intersection to acquire the needed land for roadway improvements. The right of way for this part of Cactus Road will allow the expansion of lanes and allow for a signal at this intersection for safety.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic. The intersection improvement and more lanes will assist with the safety of traffic movements in this area.

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:

This project is part of the 2023 General Obligation Bond. The right of way is needed for completion of roadway improvements. The city will plan for future operations and maintenance costs when the road is in place and accepted by the city.

FTE Impact:

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

ATTACHMENTS:

1. Holbura signed RW
 2. Holbura RW - CC 06.18.24
-

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Daniela Holbura**, a married woman ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property").

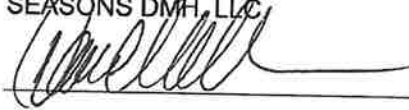
Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 25 day of MAY, 2024

GRANTOR

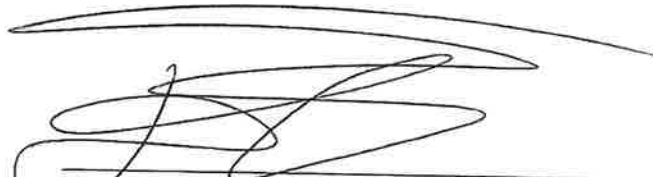
Daniela Holbura, Managing Member
SEASONS DMH, LLC

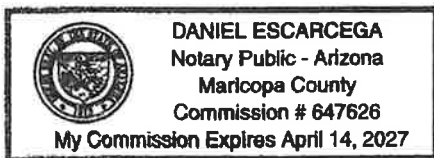


STATE OF Arizona)
County of Maricopa) ss.

This instrument was acknowledged and executed before me this 25th day of May 2024, by Daniela Holbura.

My Commission Expires:
April 14, 2027


NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)

)SS.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Skip Hall, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY

A portion of the East half of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 16, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the Southeast Corner of said Section 16 from which the East quarter of said Section 16 lies North 00°05'26" West 2634.73 feet;

Thence along the south line of the Southeast quarter of said Section 16 North 89°55'40" West 329.50 feet to the southwest corner of said East half of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 16;

Thence along the west line of said East half of the Southeast quarter of the Southeast quarter of the Southeast quarter North 00°06'13" West 68.00 feet;

Thence departing said line South 89°55'40" East 244.51 feet;

Thence North 44°59'26" East 28.24 feet;

Thence North 00°05'26" West 197.00 feet;

Thence North 10°00'42" East 370.56 feet to the east line of said East half of the Southeast quarter of the Southeast quarter of the Southeast Quarter of Section 16;

Thence along said east line South 00°05'26" East 650.00 feet to the POINT OF BEGINNING.

Containing 48,574 square feet, or 1.115 acres, more or less.

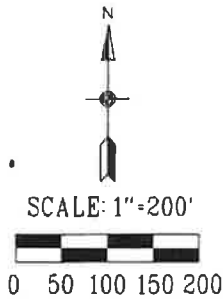
Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"

E 1/4 COR
SEC 16
T3N, R2W
N00°05'26"W 2634.73'

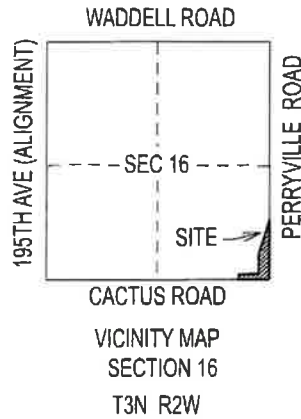


LEGEND

- POB POINT OF BEGINNING
- ROW ROAD RIGHT-OF-WAY
- M.C.R. MARICOPA COUNTY RECORDER
- APN ASSESSOR PARCEL NUMBER
-  ROW AREA = 48,574 SQUARE FEET OR 1.115 ACRES +/-

BASIS OF BEARINGS

Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic (single parallel)
Latitude of origin: 33°15'00"N
Central meridian: 112°15'00" W
False northing: 1,500,000.000 ft
False easting: 2,500,000.000 ft
Standard parallelscale: 1.000045 (exact)



DANIELA HOLBURA
SWD 2024-0227143 M.C.R.
APN 502-07-005G

WEST LINE, E1/2, SE 1/4, SE 1/4



1/4 COR
SEC 16
T3N, R2W

N00°06'13"W 68.00'
N89°55'40"W 2636.04'
CACTUS ROAD

N44°59'26"E 28.24'
S89°55'40"E 244.51'
N00°05'26"W 197.00'

N 10°00'42"E 370.56'

PERRYVILLE ROAD

S00°05'26"E 650.00'

SE COR
SEC 16
T3N, R2W

ROAD RIGHT-OF-WAY



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 22029

DRAWN BY RCD

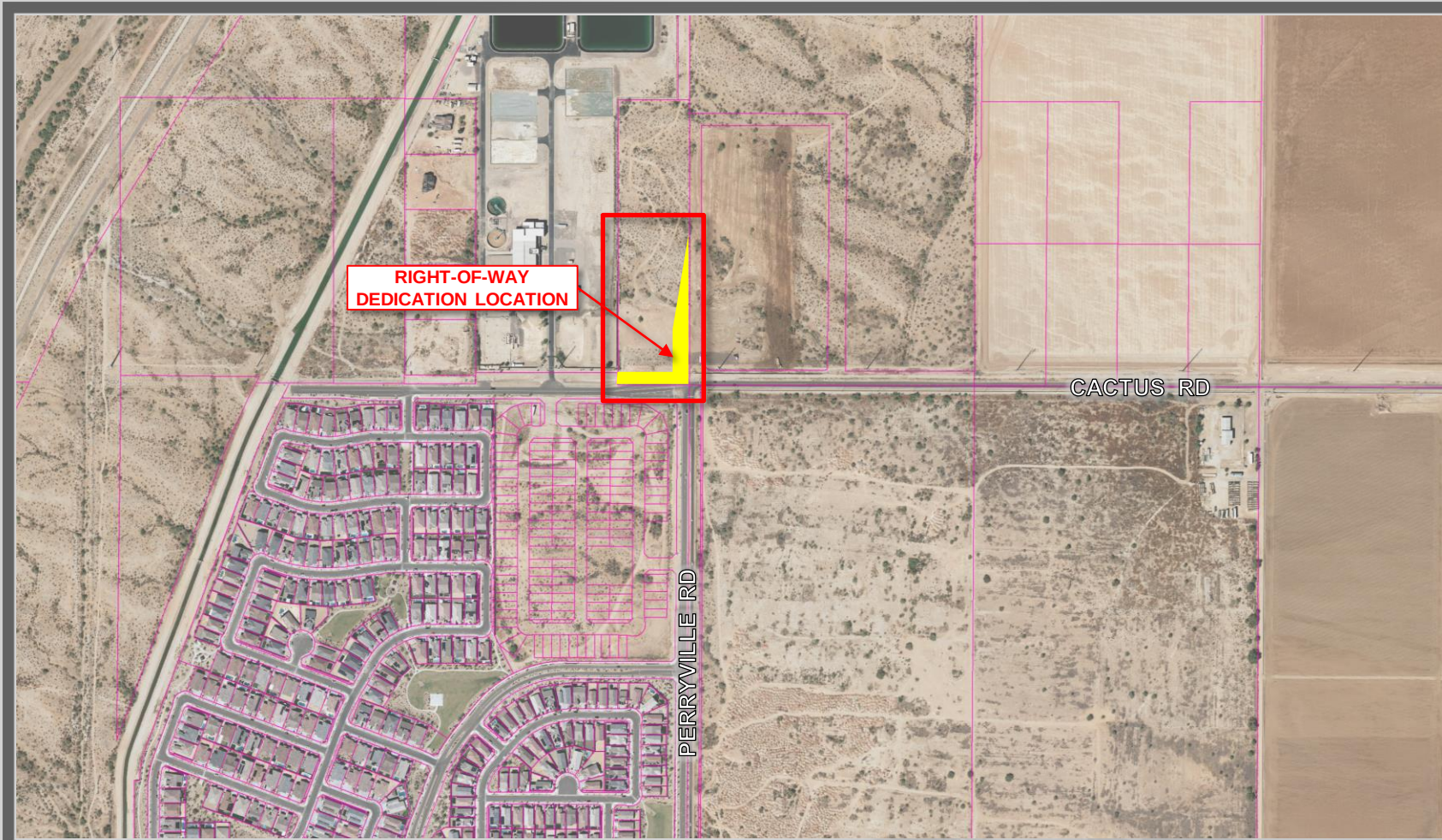
DATE 05-28-24

SHEET 1 OF 1

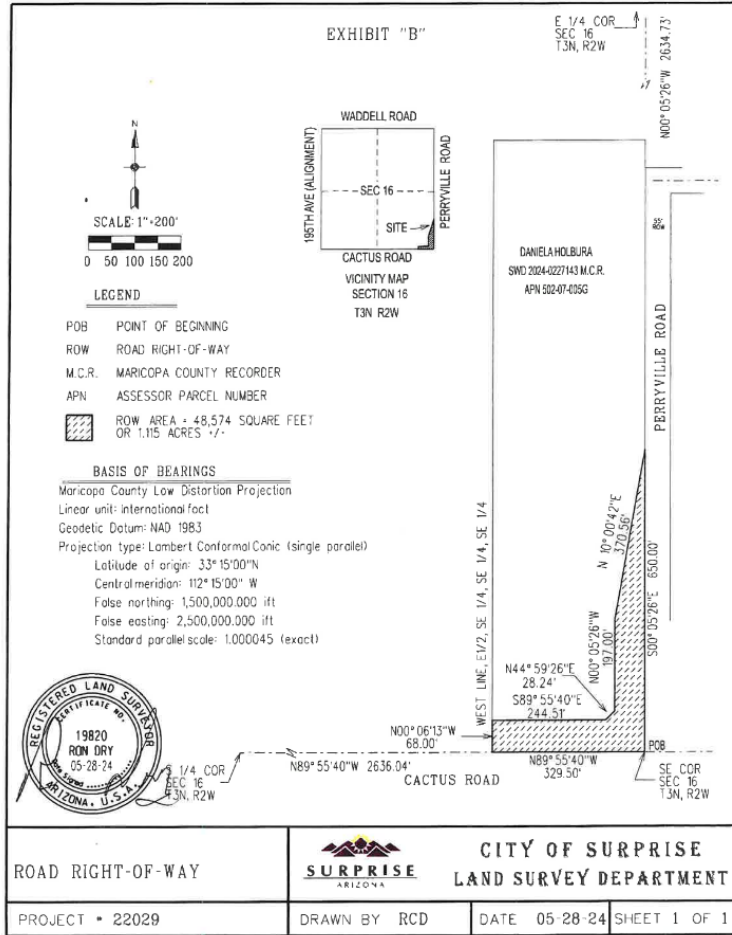


Holbura Right-of-Way Dedication

City Council – June 18, 2024



VICINITY MAP



EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 3

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of rights-of-way from Circle K Stores, Inc., on Cactus Road and Sarival Avenue.

Motion:

I move to accept the Quit Claim Deed from Circle K Stores, Inc.

Background:

In 2023, City of Surprise residents approved the General Obligation Bond for roadway improvements. One of those projects was the improvement of Cactus Road between Cotton Lane and Reems Road. The city has been working with the landowners along Cactus Road to acquire the necessary right of way and associated easements for the addition of lanes. The right of way for this part of Cactus Road will allow the city to improve the south side of Cactus Road and east side of Sarival Ave to allow for additional lanes.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic. This right of way will allow for additional travel lanes and assist with the safety of traffic movements in this area.

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:

This project is part of the 2023 General Obligation Bond. The right of way is needed for completion of roadway improvements. The city will plan for future operations and maintenance costs when the road is in place and accepted by the city.

FTE Impact:

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

ATTACHMENTS:

1. Circle K QCD RW
 2. Circle K RW Cactus - CC 06.18.24
-

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Circle K Stores Inc, a Texas Corporation ("**Grantors**")

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

Dated this 7th day of May, 2024.

GRANTOR:

Circle K Stores Inc, a Texas Corporation

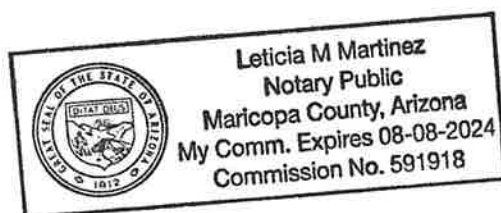
By: Danielle Burgess Danielle Burgess
Assistant Secretary
Approved by Kutak Rock LLP
5/6/2024

STATE OF Arizona)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 7th day of May, 2024, by Danielle Burgess.

My Commission Expires: 6/8/2024

Leticia M. Martinez
NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Skip Hall, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 19, Township 3 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest Corner of said Section 19 from which the North Quarter Corner of said Section 19 lies South 89°13'06" East 2180.33 feet;

Thence along the north line of said Section 19 South 89°13'06" East 723.05 feet to the northwest corner of Greer Ranch North Phase II as recorded in Book 790 Page 48, records of said County;

Thence departing said line South 00°07'46" West 68.00 feet;

Thence North 89°13'06" West 610.06 feet;

Thence South 45°27'33" West 49.22 feet;

Thence South 00°08'12" West 290.02 feet;

Thence South 89°13'06" West 10.00 feet;

Thence South 00°08'12" West 330.02 feet to the north line of Tract A of said Greer Ranch North Phase II;

Thence along said north line and its westerly extension North 89°13'06" West 68.00 feet to the west line of said Northwest Quarter of the Northwest Quarter of Section 19;

Thence along said west line North 00°08'12" East 723.05 feet to the POINT OF BEGINNING.

Containing 2.240 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



NW COR
SEC 19
T3N, R1W

EXHIBIT "B"

CACTUS ROAD

S89°13'06"E 2180.33'

N1/4 COR
SEC 19
T3N, R1W

POB

S89°13'06"E 723.05'

55' EXISTING ROW BOOK 790 PAGE 48 M.C.R.

N00°08'12"E 723.05'

N89°13'06" W 610.06'

S45°27'33"W
49.22'

S00°08'12"W
290.02'

S00°08'12"W
330.02'

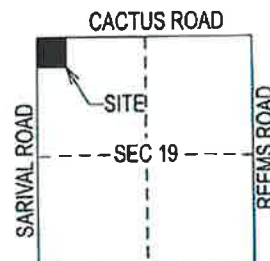
CIRCLE K STORES, INC.
SPECIAL WARRANTY DEED
20210442188 M.C.R.

S89°13'06"W
10.00'

ROW AREA: 2.240 ACRES +/-

CITY OF
SURPRISE
FIRE STATION

GREER RANCH NORTH PHASE II
BOOK 790 PAGE 48 M.C.R.



PEORIA AVENUE
VICINITY MAP
SECTION 19
T3N R1W

LEGEND

- POB POINT OF BEGINNING
M.C.R. MARICOPA COUNTY RECORDER
APN ASSESSORS PARCEL NUMBER
 RIGHT OF WAY DEDICATION AREA

SARIVAL ROAD

55' EXISTING ROW BOOK 790 PAGE 48 M.C.R.

TRACT A

N89°13'06"W
68.00'

GREER RANCH NORTH PHASE II
BOOK 790 PAGE 48 M.C.R.



SCALE: 1"=200'



BASIS OF BEARINGS

Maricopa County Low Distortion Projection

Linear unit: International foot

Geodetic Datum: NAD 1983

Projection type: Lambert ConformalConic (single parallel)

Latitude of origin: 33°15'00"N

Central meridian: 112°15'00" W

False northing: 1,500,000.000 ift

False easting: 2,500,000.000 ift

Standard parallel scale: 1.000045 (exact)

W1/4 COR
SEC 19
T3N, R1W

55' EXISTING ROW

↓



ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23006

DRAWN BY RCD

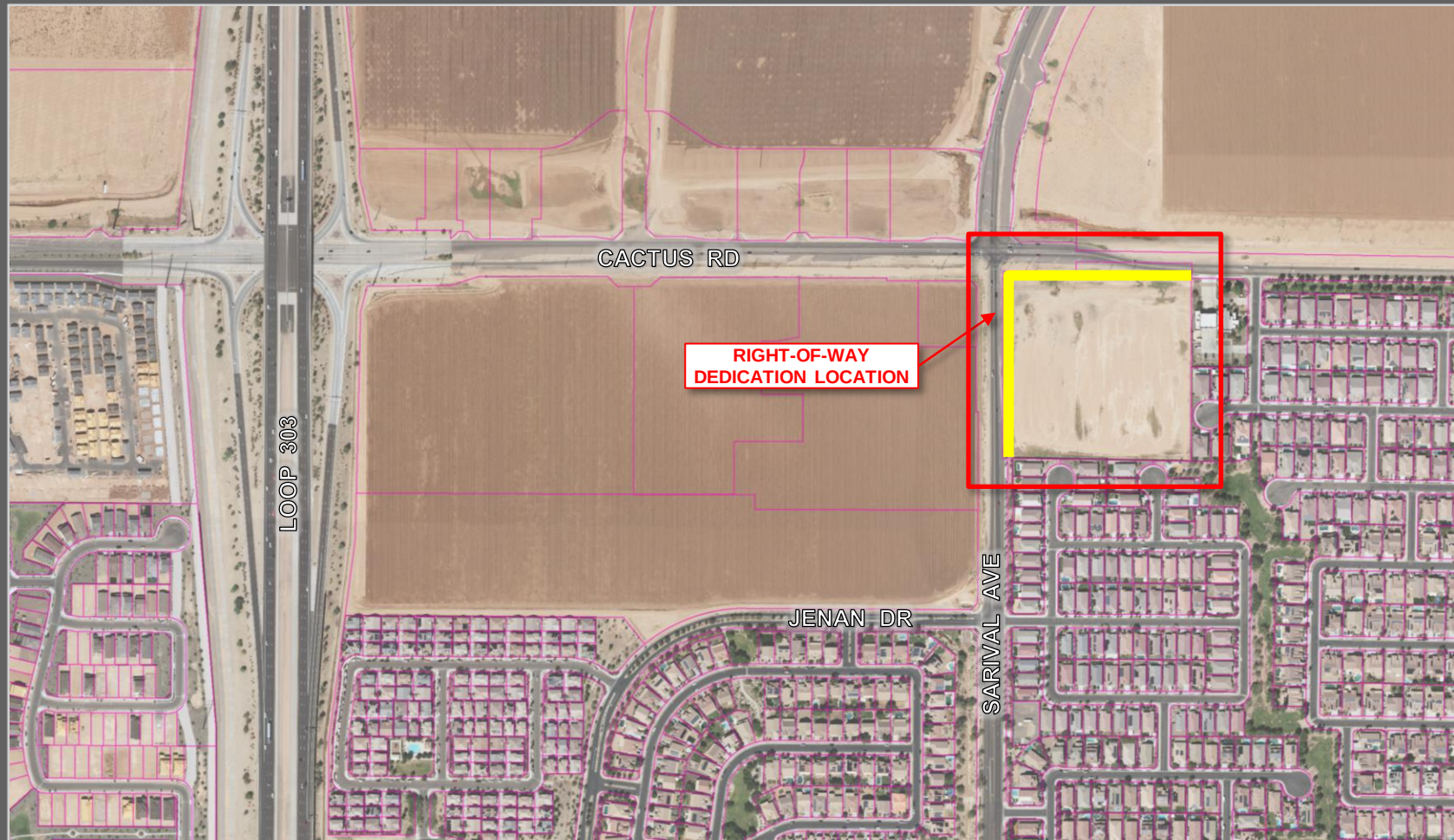
DATE 06-06-23

SHEET 1 OF 1

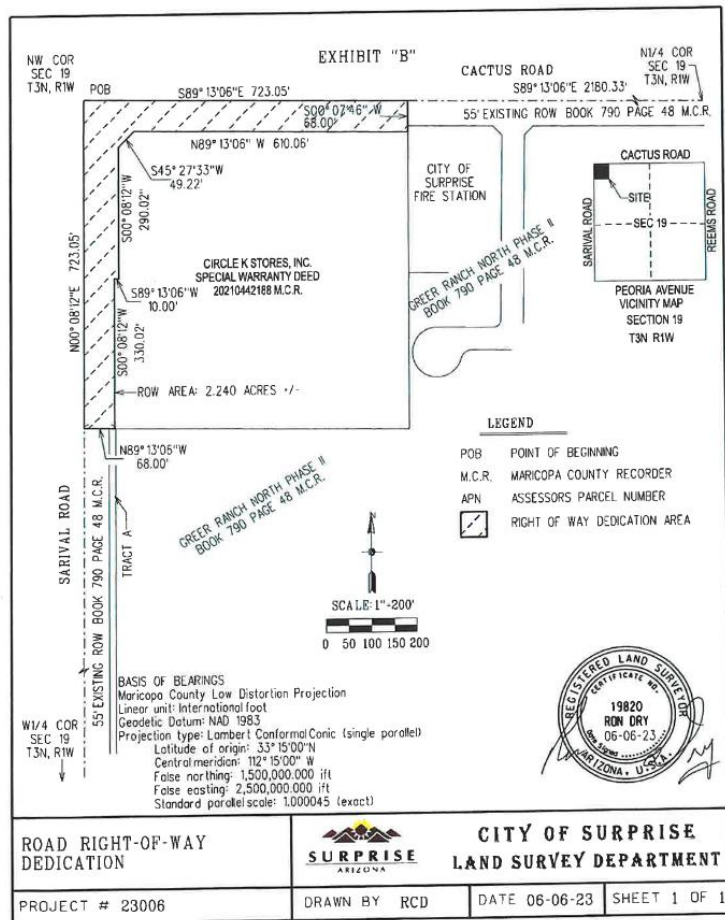


Circle K - Cactus Right-of-Way Dedication

City Council – June 18, 2024



VICINITY MAP





SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 3

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to a Quit Claim Deed for dedication of rights-of-way from Suburban Land Reserve, Inc., on Cactus Road between Sarival Avenue and Reems Road.

Motion:

I move to accept the Quit Claim Deed from Suburban Land Reserve, Inc.

Background:

In 2023, City of Surprise residents approved the General Obligation Bond for roadway improvements. One of those projects was the improvement of Cactus Road between Cotton Lane and Reems Road. The city has been working with the landowners along Cactus Road to acquire the necessary right of way and associated easements for the addition of lanes. The right of way for this part of Cactus Road will allow the city to improve the north side of Cactus Road and to allow for additional lanes.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic. This right of way will allow for additional travel lanes and assist with the safety of traffic movements in this area.

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:

This project is part of the 2023 General Obligation Bond. The right of way is needed for completion of roadway improvements. The city will plan for future operations and maintenance costs when the road is in place and accepted by the city.

FTE Impact:

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

ATTACHMENTS:

1. SLR RW QCD sec 18
 2. SLR Sec 18 ROW - CC 06.18.24
-

WHEN RECORDED, MAIL TO:

When recorded return to:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

Tax Id No. _____

QUITCLAIM DEED

In consideration of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, SUBURBAN LAND RESERVE, INC. a Utah corporation (“**Grantor**”), hereby quitclaims, without any warranty of any kind, to the CITY OF SURPRISE, ARIZONA, an Arizona municipal corporation, whose address is 16000 N. Civic Center Plaza, Surprise, Arizona 85374 (“**Grantee**”), all right, title, and interest in and to the real property (“**Property**”) located in Maricopa County, Arizona, for the purposes of (i) creating a public right-of-way and (ii) public utility use, which Property is described and depicted as follows:

See Exhibit A attached hereto and incorporated herein by this reference;

TOGETHER WITH all easements, rights, tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining thereto; and together with all improvements located thereon.

THIS CONVEYANCE IS SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, (iii) current taxes (not including roll back taxes), reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances, and all other matters of record or enforceable at law or in equity, and (iv) Grantee paying for and obtaining any necessary approvals by any applicable governmental agencies for the legal conveyance of the Property, including any subdivision plat or boundary line adjustment, if necessary.

RESERVING unto the Grantor all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the above-described land, (the "Mineral Estate"), provided that Grantor does not reserve the right to enter upon or use the surface or any part of

the subject lands above a depth of 500 feet below the surface in connection with the Mineral Estate reserved by this instrument.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this 17 day of May, 2024.

SUBURBAN LAND RESERVE, INC., a Utah corporation

By: TLB

Name (Print): Tyler Buswell

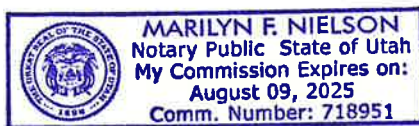
Its: President

STATE OF UTAH)
SS:
COUNTY OF Salt Lake)

Acknowledged before me this 17 day of May, 2024,
by Tyler L Buswell, the President
of SUBURBAN LAND RESERVE, Inc., a Utah corporation.

WITNESS my hand and official seal.

(Seal)



Marilyn F Nielson
NOTARY PUBLIC

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Skip Hall, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

A parcel of land located in the Southwest Quarter of Section 18, Township 3 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

COMMENCING at the South Quarter Corner of said Section 18 from which the Southwest Corner of said Section 18 lies North 89°13'06" West 2180.33 feet;

Thence along the east line of said Southwest Quarter North 00°03'38" West 40.00 feet to the POINT OF BEGINNING;

Thence departing said line North 89°13'06" West 1892.61 feet to the existing road Right-of-Way as defined by the Final Plat for "PRASADA – PHASE 1A" recorded in Book 948, Page 44, records of said County;

Thence along said Right-of-Way North 00°46'54" East 36.00 feet;

Thence departing said line South 89°13'06" East 1828.85 feet;

Thence North 45°21'27" East 28.08 feet;

Thence South 89°13'06" East 43.24 feet to said east line of said Southwest Quarter;

Thence along said east line South 00°03'38" East 56.00 feet to the POINT OF BEGINNING.

Containing 1.588 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"

LEGEND

POC POINT OF COMMENCEMENT

POB POINT OF BEGINNING

M.C.R. MARICOPA COUNTY RECORDER

ROW RIGHT-OF-WAY



ROW DEDICATION AREA = 1.588 ACRES +/-

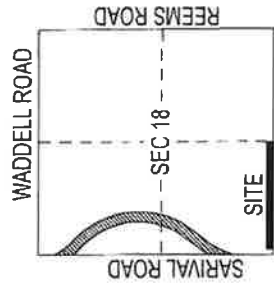
SUBURBAN LAND RESERVE
SWD 2019-0983423 M.C.R.

LINE TABLE

LINE	BEARING	LENGTH
L1	N00°03'38"W	40.00'
L2	N00°46'54"E	36.00'
L3	N45°21'27"E	28.08'
L4	S89°13'06"E	43.24'
L5	S00°03'38"E	56.00'

EXISTING 68' ROW
PER BOOK 948,
PAGE 44 M.C.R.

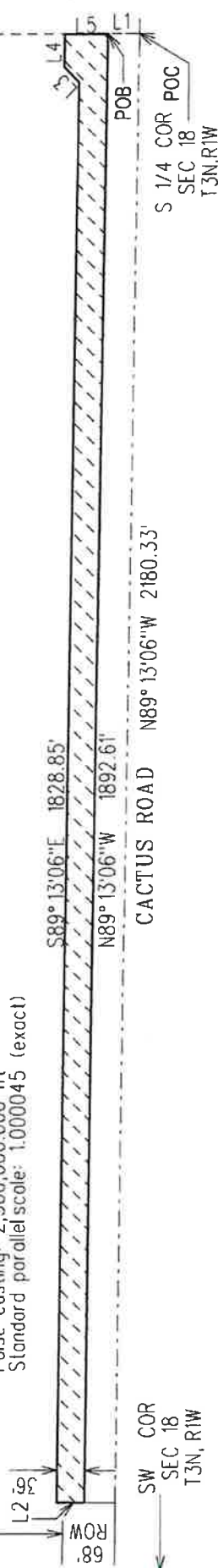
BASIS OF BEARINGS
Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic
(single parallel)
Latitude of origin: 33°15'00"N
Central meridian: 112°15'00" W
False northing: 1,500,000.000 ft
False easting: 2,500,000.000 ft
Standard parallel scale: 1.000045 (exact)



CACTUS ROAD
VICINITY MAP
SECTION 18
T3N R1W

N00°03'38"W
N-S MIDSECTION LINE

159TH AVENUE



SCALE: 1"=200'



CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ, 85374

ROAD RIGHT-OF-WAY DEDICATION

PROJECT #23006	DRAWN BY RCD	DATE 05-21-24	SHEET 1 OF 1
----------------	--------------	---------------	--------------

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

A parcel of land located in the Southeast Quarter of Section 18, Township 3 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

COMMENCING at the Southeast Corner of said Section 18 from which the South Quarter Corner of said Section 18 lies North 89°13'01" East 2639.92 feet;

Thence along the south line of said Southeast Quarter North 89°13'01" West 301.00 feet:

Thence departing said line North 00°46'59" East 40.00 feet to the POINT OF BEGINNING;

Thence North 89°13'01" West 1754.48 feet to the east line of "CACTUS ROAD CHURCH SUBDIVISION" as recorded in Book 1043, Page 21, records of said County;

Thence along said east line North 00°03'41" West 36.00 feet;

Thence departing said line South 89°13'01" East 1755.01 feet;

Thence South 00°46'59" West 36.00 feet to the POINT OF BEGINNING.

Containing 1.450 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"

LEGEND

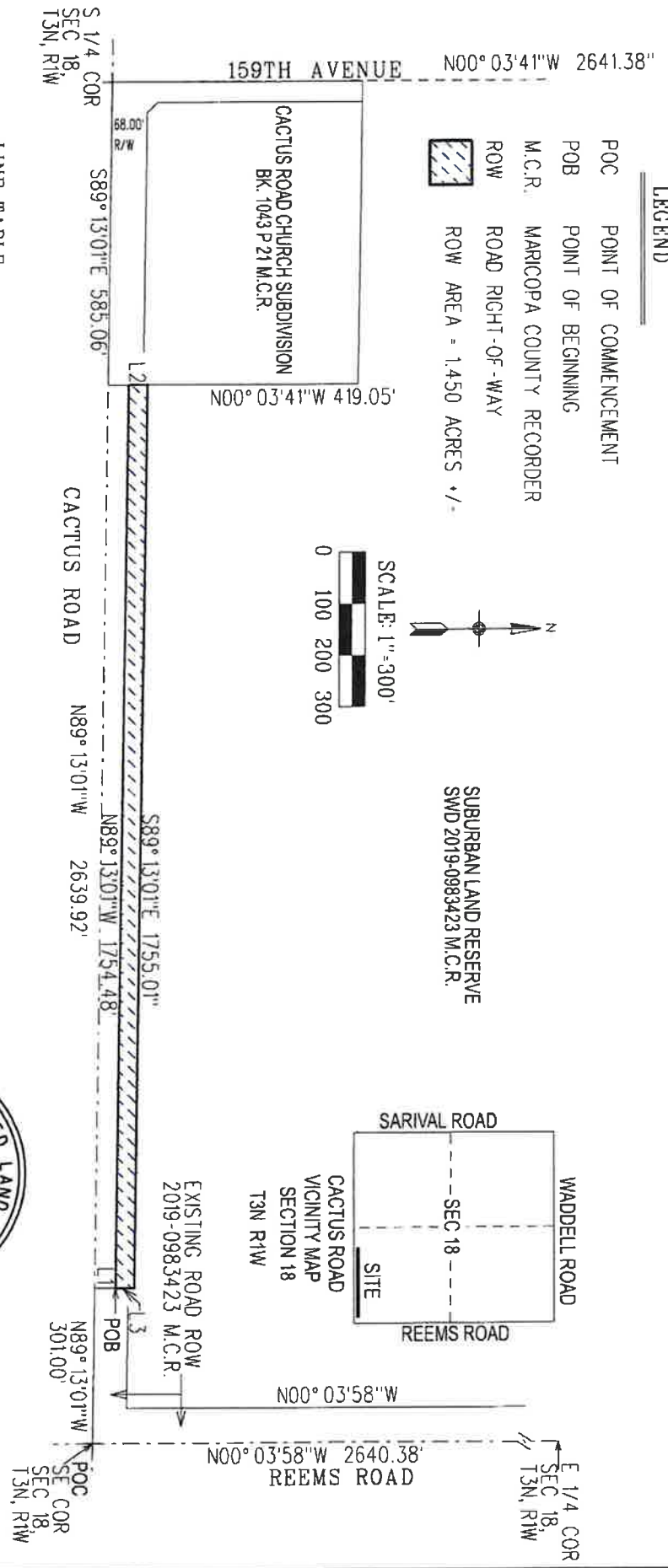
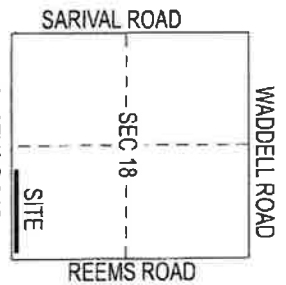
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- ROW ROAD RIGHT-OF-WAY
- ROW AREA = 1.450 ACRES +/-



SCALE: 1"=300'

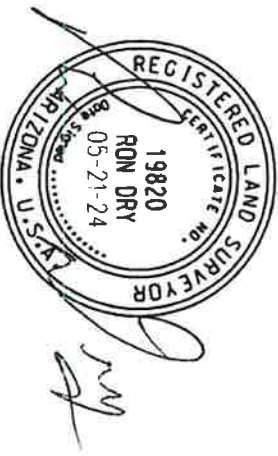
0 100 200 300

SUBURBAN LAND RESERVE
SWD 2019-0983423 M.C.R.



LINE TABLE

LINE	BEARING	LENGTH
L1	N00°46'59"E	40.00'
L2	N00°03'41"W	36.00'
L3	S00°46'59"W	36.00'



BASIS OF BEARINGS
 Maricopa County Low Distortion Projection
 Linear unit: International foot
 Geodetic Datum: NAD 1983
 Projection type: Lambert Conformal Conic
 (single parallel)
 Latitude of origin: 33°15'00"N
 Central meridian: 112°15'00"W
 False northing: 1,500,000.000 ft
 False easting: 2,500,000.000 ft
 Standard parallel scale: 1.000045 (exact)



CITY OF SURPRISE
 LAND SURVEY DEPARTMENT
 16000 N. CIVIC CENTER PLAZA
 SURPRISE, AZ 85374

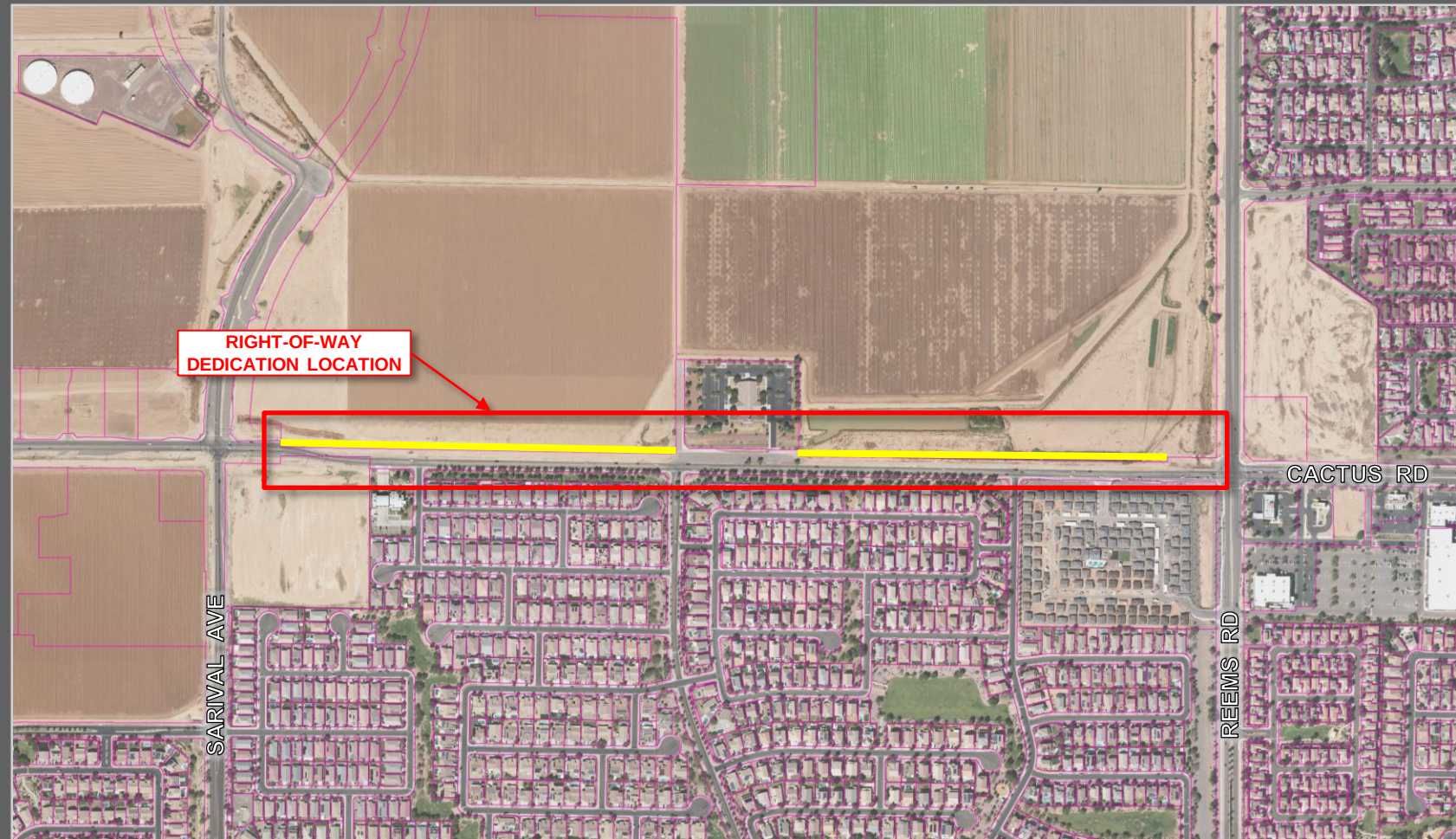
ROAD RIGHT-OF-WAY DEDICATION

PROJECT # 23006 DRAWN BY RCD DATE 05-21-24 SHEET 1 OF 1

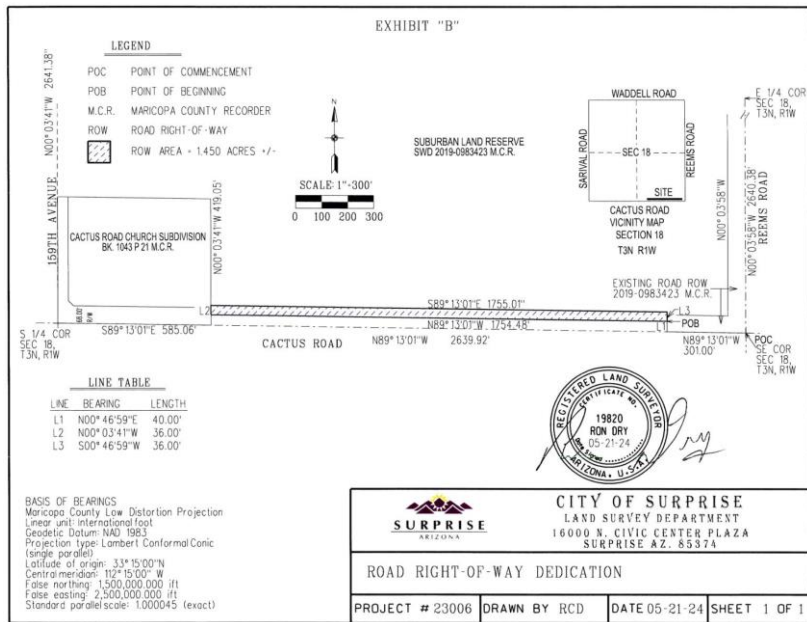
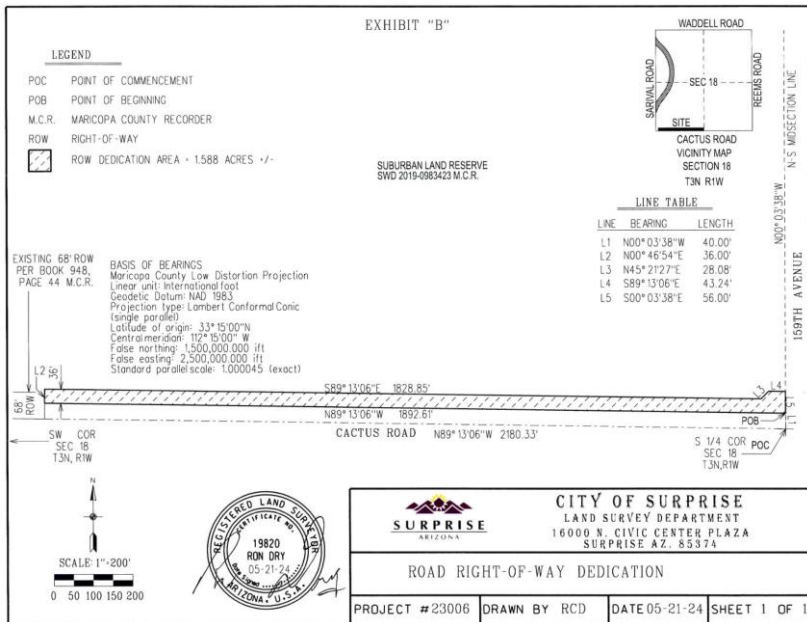


Suburban Land Reserve Cactus – Reems / Sarival Right-of-Way Dedication

City Council – June 18, 2024



VICINITY MAP



EXHIBIT



QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 3

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Drainage Easement from Barclay Holdings CXIX, LLC., along Cactus Road between Loop 303 and Sarival Avenue.

Motion:

I move to accept the Drainage Easement from Barclay Holdings CXIX, LLC.

Background:

In 2023, City of Surprise residents approved the General Obligation Bond for roadway improvements. One of those projects was the improvement of Cactus Road between Cotton Lane and Reems Rd. The city has been working with the landowners along Cactus Road to acquire the necessary easements for the addition of lanes. A drainage easement is needed to handle the flow of runoff until the parcel is developed.

Objective Analysis:

As this area continues to develop with commercial and residential areas, additional lanes and associated drainage easements are needed to handle the increase in traffic.

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:

This project is part of the 2023 General Obligation Bond. The drainage easement is needed for completion of the roadway improvement. The city will plan for future operations and maintenance when the drainage easement is in place.

FTE Impact:

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

ATTACHMENTS:

1. Baclay TDE - Cactus
 2. Baclay TDE Cactus - CC 06.18.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this ____ day of _____, 202_, by and between Barclay Holdings CXIX, an Arizona limited liability company ("Grantor"), and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Maricopa County, Arizona located in the NE quarter of Section 24 Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a non-exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over the Easement Area for drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Area. Grantor may make use of the Easement Area so long as such use does not unreasonably interfere with the purposes of this Easement – namely to receive, accept, handle, control, and contain drainage from adjacent streets and roadways.
- 2. Not a Public Dedication. Other than the grant of this Easement for drainage purposes, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.
- 3. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its

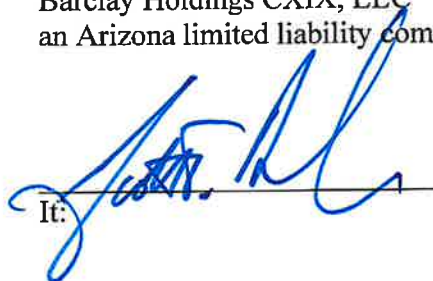
ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant, or condition of this Easement be void, invalid, or inoperative, the same shall not affect any other term, provision, covenant, or condition of this Easement, but the remainder thereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had not been contained herein.

4. Termination. This Easement shall remain in place until the underlying property encumbered by this Easement and/or the lots adjacent thereto and associated with this Easement are developed and otherwise capture, control, and account for the necessary onsite and/or offsite drainage from the adjacent streets and roadways. At the time Grantor, or its successors and assigns, receives an approved grading and drainage permit from the City, Grantor shall provide Grantee with sixty (60) days' written notice to vacate the Easement Area. Upon Grantee vacating the Easement Area, this Easement shall terminate without further action by the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTOR:

Barclay Holdings CXIX, LLC
an Arizona limited liability company

It: 

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 16th day of April, 2024, by Scott T. Archer and _____ known by me as Grantor and owners of the subject property.





GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____
Skip Hall
Its: Mayor

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
202_, by _____, known by me as the Mayor of the City of Surprise, an Arizona
municipal corporation.

EXHIBIT "A"

TEMPORARY DRAINAGE EASEMENT DEDICATIONS

Portions of Lot 2 of the replat of SYCAMORE FARMS TOWNE CENTER as recorded in Book 1772, Page 07, records of Maricopa County, Arizona located in the Northeast Quarter of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

TEMPORARY DRAINAGE EASEMENT #1

COMMENCING at the Northeast Corner of said Section 24, from which the North Quarter Corner of said Section 24 lies North 89°55'45" West 2627.79 feet;

Thence along the north line of said Northeast Quarter North 89°55'45" West 747.86 feet;

Thence South 00°04'15" West 96.00 feet to the POINT OF BEGINNING;

Thence continuing South 00°04'15" West 100.00 feet;

Thence North 89°55'45" West 200.00 feet;

Thence North 00°04'15" East 100.00 feet;

Thence South 89°55'45" East 200.00 feet to the POINT OF BEGINNING.

Containing 0.459 acres, more or less.

TEMPORARY DRAINAGE EASEMENT #2

COMMENCING at the Northeast Corner of said Section 24, from which the East Quarter Corner of said Section 24 lies South 00°08'12" West 2638.01 feet;

Thence along the east line of said Northeast Quarter South 00°08'12" West 206.08 feet;

Thence North 89°51'48" West 73.00 feet to the POINT OF BEGINNING;

Thence North 89°55'45" West 197.00 feet;

Thence North 00°08'12" East 100.00 feet;

Thence South 89°56'01" East 173.41;

Thence South 44°53'47" East 21.64 feet;

Thence South 89°51'48" East 8.28 feet;

Thence South 00°08'12" West 84.70 feet to the POINT OF BEGINNING.

Containing 0.447 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of descriptions



EXHIBIT "B"

N 1/4 COR
SEC 24
T3N, R2W
N89°55'45"W 2627.79'

CACTUS ROAD

NE COR
SEC 24
T3N, R2W
POC

SYCAMORE FARMS TOWNE CENTER REPLAT
BOOK 1772, PAGE 07 M.C.R.
BARCLAY HOLDINGS CXIX, LLC
SWD 2024-0026055 M.C.R.
APN 501-09-844C

SYCAMORE FARMS TOWNE CENTER REPLAT
BOOK 1772, PAGE 07 M.C.R.
BARCLAY HOLDINGS CXIX, LLC
SWD 2024-0026055 M.C.R.
APN 501-09-844B

LINE TABLE

LINE	BEARING	LENGTH
L1	S00°04'15"W	100.00'
L2	N89°55'45"W	200.00'
L3	N00°04'15"E	100.00'
L4	S89°55'45"E	200.00'
L5	N89°55'45"W	197.00'
L6	N00°08'12"E	100.00'
L7	S89°56'01"E	173.41'
L8	S44°53'47"E	21.64'
L9	S89°51'48"E	8.28'
L10	S00°08'12"W	84.70'

TIE LINE TABLE

LINE	BEARING	LENGTH
T1	N89°55'45"W	747.86'
T2	S00°04'15"W	96.00'
T3	S00°08'12"W	206.08'
T4	N89°51'48"W	73.00'

TDE AREAS

TDE	ACRES
TDE 1	0.459
TDE 2	0.447
TOTAL	0.906

SMITH'S FOOD & DRUG CENTERS, INC.
APN 501-09-844A

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
SWD	SPECIAL WARRANTY DEED
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
TDE	TEMPORARY DRAINAGE EASEMENT
	TDE DEDICATION AREAS

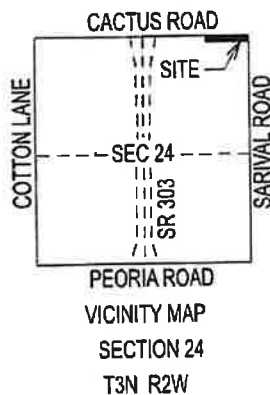


SCALE: 1"=200'



BASIS OF BEARINGS

Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic (single parallel)
Latitude of origin: 33°15'00"N
Central meridian: 112°15'00"W
False northing: 1,500,000.000 ft
False easting: 2,500,000.000 ft
Standard parallels scale: 1.000045 (exact)



E 1/4 COR
SEC 24
T3N, R2W

TEMPORARY DRAINAGE
EASEMENTS



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT = 23006

DRAWN BY RCD

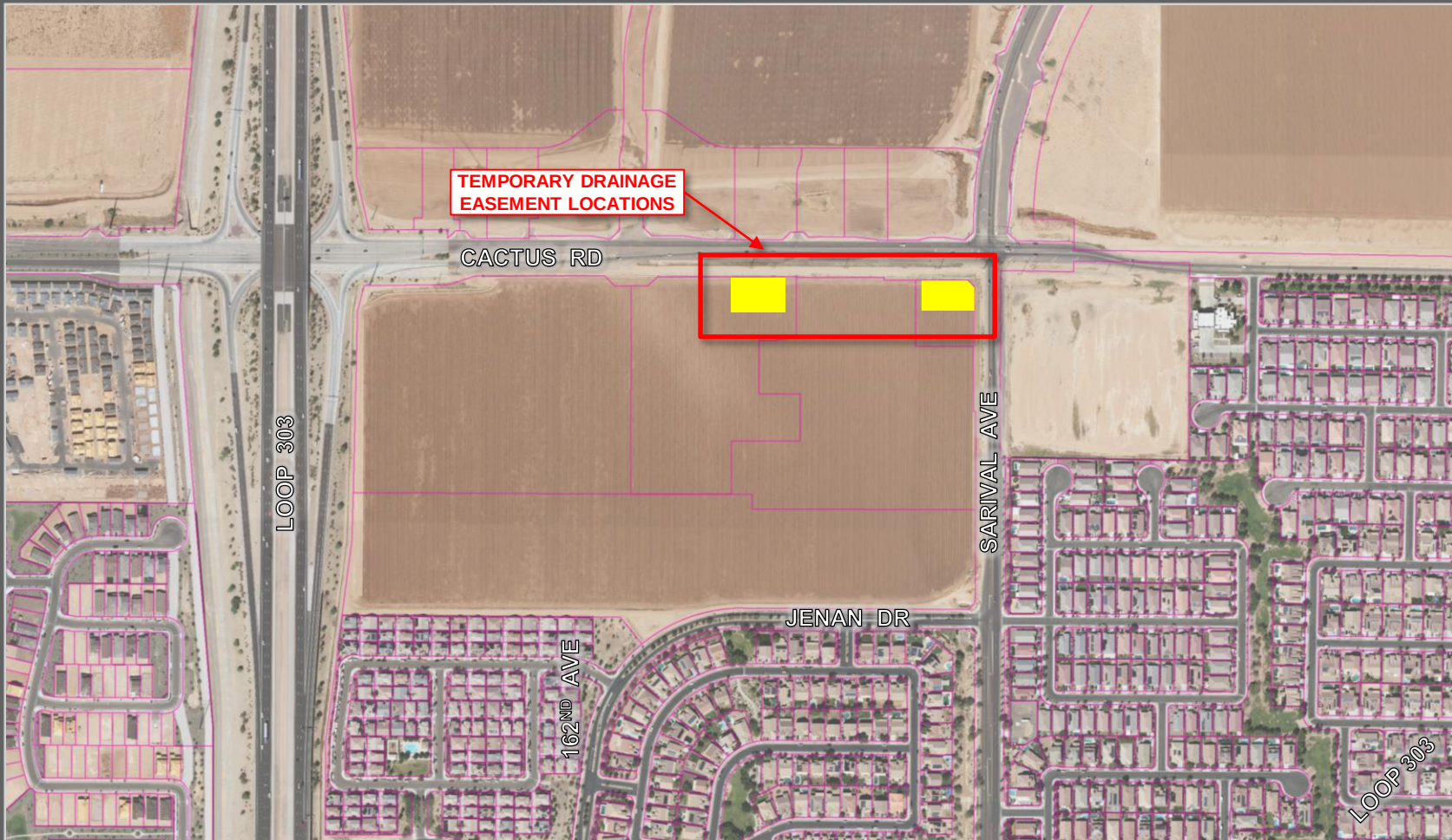
DATE 03-19-24

SHEET 1 OF 1

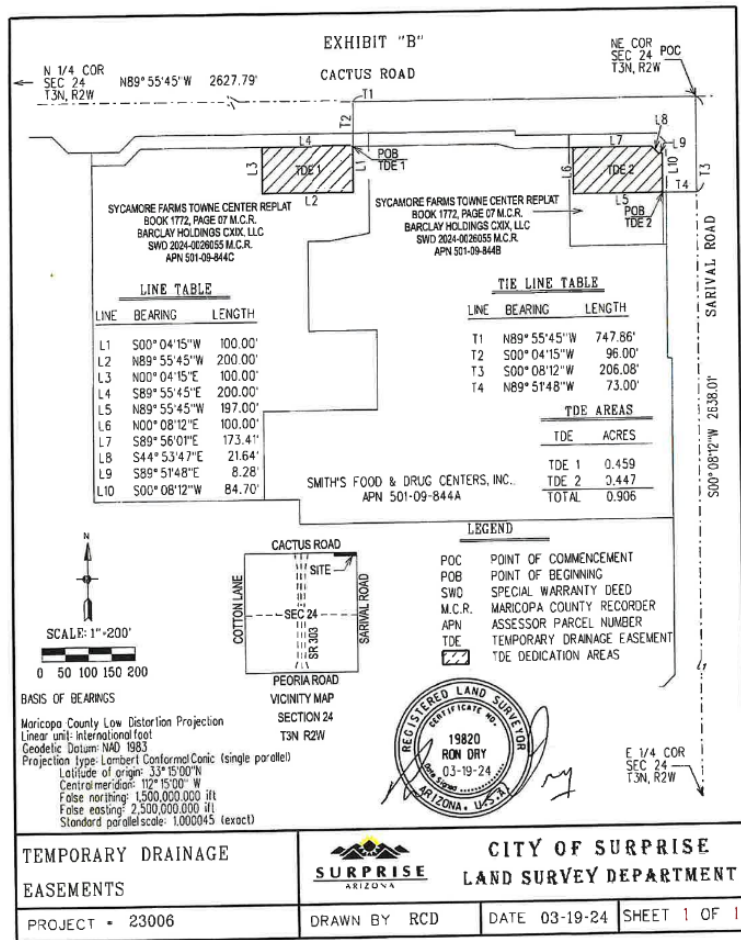


Barclay Holdings - Cactus Temporary Drainage Easement

City Council – June 18, 2024



VICINITY MAP





SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 3

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Drainage Easement from Smith's Food & Drug Centers, Inc., along Cactus Road between Loop 303 and Sarival Avenue.

Motion:

I move to accept the Drainage Easement from Smith's Food & Drug Centers, Inc.

Background:

In 2023, City of Surprise residents approved the General Obligation Bond for roadway improvements. One of those projects was for the improvement of Cactus Road between Cotton Lane and Reems Road. The city has been working with the landowners along Cactus Road to acquire the necessary easements for the addition of lanes. A drainage easement is needed to handle the flow of runoff until the parcel is developed.

Objective Analysis:

As this area continues to develop with commercial and residential areas, additional lanes and associated drainage easements are needed to handle the increase in traffic.

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:

This project is part of the 2023 General Obligation Bonds. The drainage easement is needed for completion of the roadway improvements. The city will plan for future operations and maintenance when the drainage easement is in place.

FTE Impact:

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

ATTACHMENTS:

1. Smiths TDE Cactus
 2. Smiths TDE Cactus - CC 06.18.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this ____ day of _____, 202_, by and between Smith's Food & Drug Centers, INC., an Ohio corporation ("Grantor"), and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Maricopa County, Arizona located in the NE quarter of Section 24 Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a non-exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over the Easement Area for drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Area. Grantor may make use of the Easement Area so long as such use does not unreasonably interfere with the purposes of this Easement – namely to receive, accept, handle, control, and contain drainage from adjacent streets and roadways.
- 2. Not a Public Dedication. Other than the grant of this Easement for drainage purposes, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.
- 3. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its

ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant, or condition of this Easement be void, invalid, or inoperative, the same shall not affect any other term, provision, covenant, or condition of this Easement, but the remainder thereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had not been contained herein.

4. Termination. This Easement shall remain in place until the underlying property encumbered by this Easement and/or the lots adjacent thereto and associated with this Easement are developed and otherwise capture, control, and account for the necessary onsite and/or offsite drainage from the adjacent streets and roadways. At the time Grantor, or its successors and assigns, receives an approved grading and drainage permit from the City, Grantor shall provide Grantee with sixty (60) days' written notice to vacate the Easement Area. Upon Grantee vacating the Easement Area, this Easement shall terminate without further action by the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTOR:
Smith's Food & Drug Centers, Inc.
an Ohio corporation

It: **Rick J. Landrum**
Vice President



STATE OF OHIO)
) SS.
County of Hamilton)

The foregoing instrument was acknowledged before me this 6th day of May, 2024, by Rick J. Landrum the Vice President of Smith's Food & Drug Centers, Inc.



CHRISTINA L. RICE
Notary Public, State of Ohio
My Commission Expires:
February 24, 2025

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____
Skip Hall
Its: Mayor

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
202_, by _____, known by me as the Mayor of the City of Surprise, an Arizona
municipal corporation.

EXHIBIT "A"

TEMPORARY DRAINAGE EASEMENT DEDICATION

A portion of Lot 2 of the replat of SYCAMORE FARMS TOWNE CENTER as recorded in Book 1772, Page 07, records of Maricopa County, Arizona located in the Northeast Quarter of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

COMMENCING at the Northeast Corner of said Section 24, from which the East Quarter Corner of said Section 24 lies South 00°08'12" West 2638.01 feet;

Thence along the east line of said Northeast Quarter South 00°08'12" West 565.00 feet;

Thence North 89°51'48" West 63.00 feet to the POINT OF BEGINNING;

Thence South 00°08'12" West 229.59 feet;

Thence South 45°08'12" West 28.28 feet;

Thence North 89°51'48" West 60.00 feet;

Thence North 00°08'12" East 277.59 feet;

Thence South 89°51'48" East 50.00 feet;

Thence South 44°51'48" East 28.28 feet;

Thence South 00°08'12" West 8.00 feet;

Thence South 89°51'48" East 10.00 feet to the POINT OF BEGINNING.

Containing 0.494 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"

N 1/4 COR
SEC 24
T3N, R2W

NE COR
SEC 24
T3N, R2W

N89° 55'45"W 2627.79'

CACTUS ROAD

SARIVAR ROAD

S00° 08'12"W 2638.01'

E 1/4 COR
SEC 24
T3N, R2W

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
SWD SPECIAL WARRANTY DEED
M.C.R. MARICOPA COUNTY RECORDER
APN ASSESSOR PARCEL NUMBER
TDE TEMPORARY DRAINAGE EASEMENT
TDE DEDICATION AREA-0.494 ACRES +/-



LINE TABLE

LINE	BEARING	LENGTH
L1	S00° 08'12"W	229.59'
L2	S45° 08'12"W	28.28'
L3	N89° 51'48"W	60.00'
L4	N00° 08'12"E	277.59'
L5	S89° 51'48"E	50.00'
L6	S44° 51'48"E	28.28'
L7	S00° 08'12"W	8.00'
L8	S89° 51'48"E	10.00'

TIE LINE TABLE

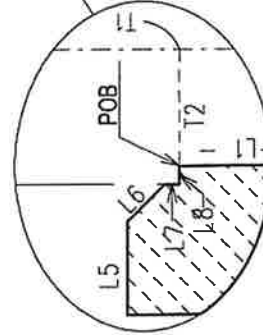
LINE	BEARING	LENGTH
T1	S00° 08'12"W	565.00'
T2	N89° 51'48"W	63.00'

BASIS OF BEARINGS

Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic (single parallel)
Latitude of origin: 33° 15'00"N
Central meridian: 112° 15'00" W
False northing: 1,500,000.000 ift
False easting: 2,500,000.000 ift
Standard parallel scale: 1.000045 (exact)

SYCAMORE FARMS TOWNE CENTER REPLAT
BOOK 1772, PAGE 07 M.C.R.
SMITH'S FOOD & DRUG CENTERS, INC.
SWD 2024-0026055 M.C.R.
APN 501-09-844A

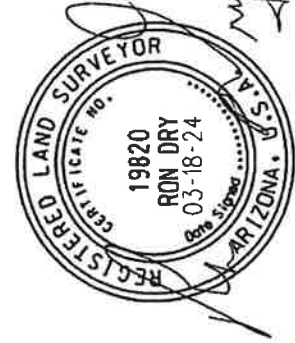
DETAIL



SOUTH PROPERTY LINE



SCALE: 1"=200'



CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374



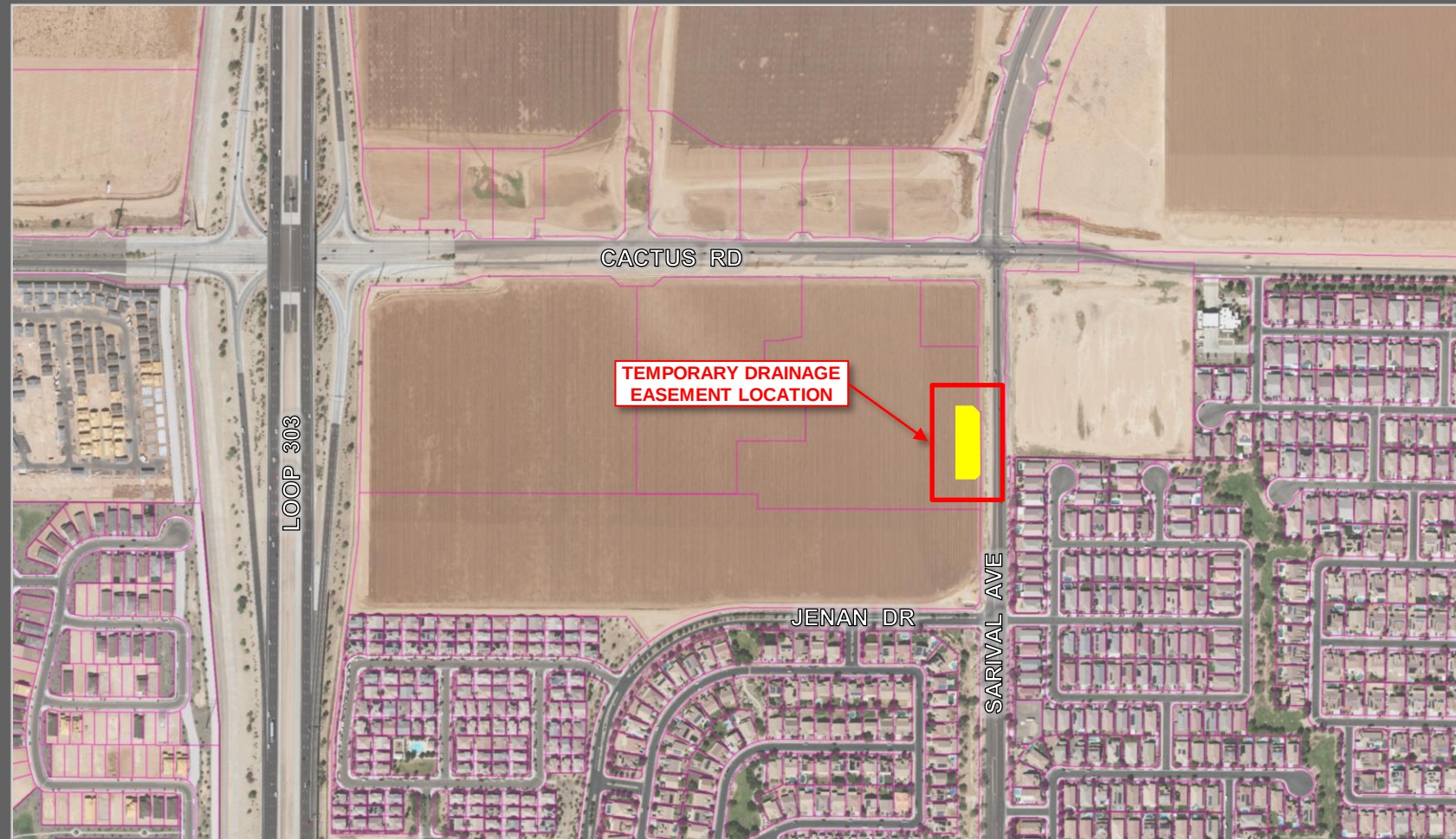
TEMPORARY DRAINAGE EASEMENT

PROJECT # 23006	DRAWN BY RCD	DATE 03-18-24	SHEET 1 OF 2
-----------------	--------------	---------------	--------------

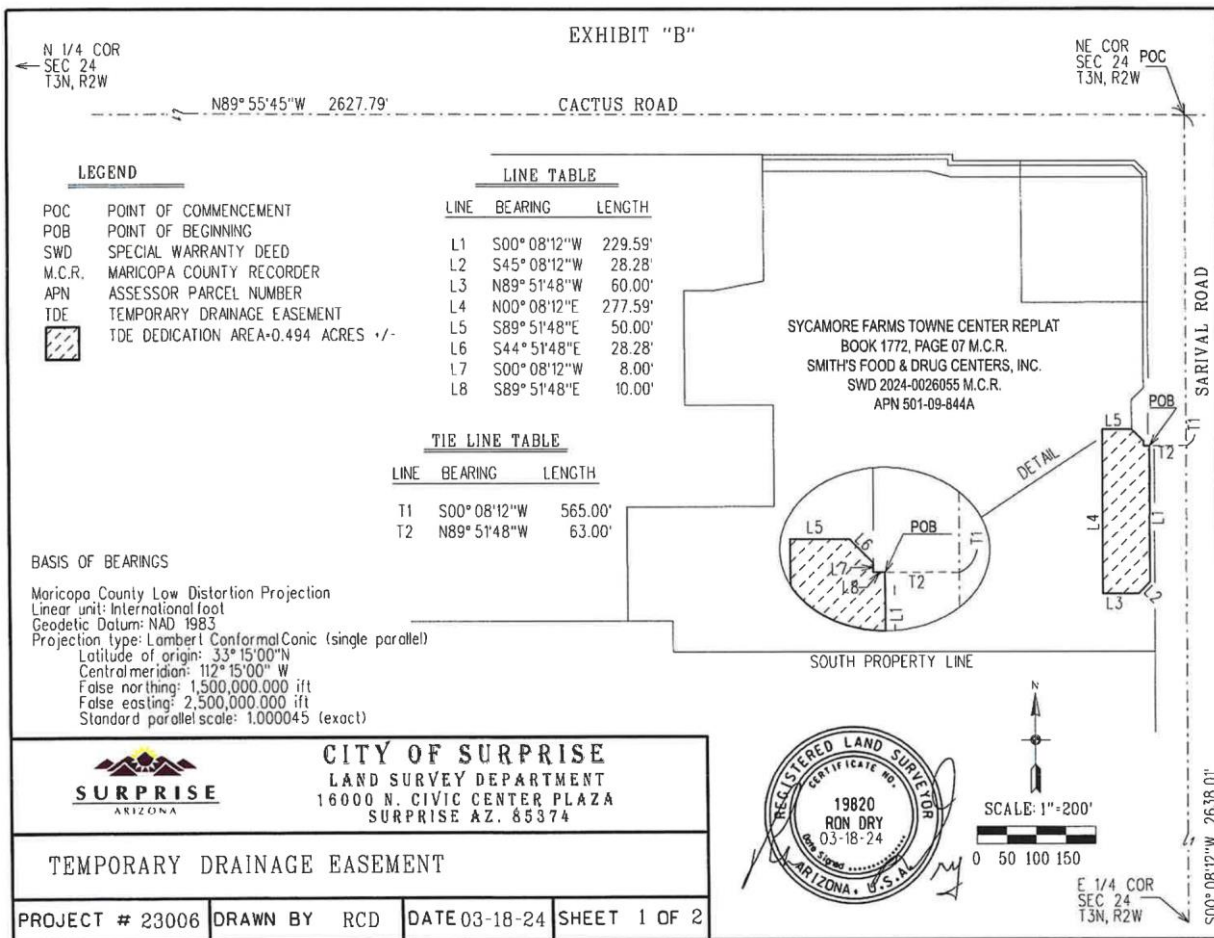


Smith's - Cactus Temporary Drainage Easement

City Council – June 18, 2024



VICINITY MAP



EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 3

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Temporary Drainage Easement from Suburban Land Reserve, Inc. along Cactus Road between Sarival Avenue and Reems Road.

Motion:

I move to accept the Temporary Drainage Easement from Suburban Land Reserve, Inc.

Background:

In 2023, City of Surprise residents approved the General Obligation Bond for Roadway improvements. One of those projects was the improvement of Cactus Road between Cotton Lane and Reems Road. The city has been working with the landowners along Cactus Road to acquire the necessary easements for the addition of lanes. A drainage easement is needed to handle the flow of runoff until the parcel is developed.

Objective Analysis:

As this area continues to develop with commercial and residential areas, additional lanes and associated drainage easements are needed to handle the increase in traffic.

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:

This project is part of the 2023 General Obligation Bond. The drainage easement is needed for completion of the roadway improvement. The city will plan for future operations and maintenance when the drainage easement is in place.

FTE Impact:

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

ATTACHMENTS:

1. SLR TDE cactus sec 18
 2. SLR Sec 18 TDE - CC 06.18.24
-

When Recorded, Mail To:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

With a Copy To:

Suburban Land Reserve, Inc.
Attn.: Danny Owen
79 S. Main St., Suite 500
Salt Lake City, Utah 84111

(Space Above for Recorder Use Only)

TEMPORARY DRAINAGE EASEMENT AGREEMENT

THIS TEMPORARY DRAINAGE EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of _____, 2024 (the “Effective Date”), by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation (“Grantor”), and **THE CITY OF SURPRISE, ARIZONA**, an Arizona municipal corporation (“Grantee”). Grantor and Grantee are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

A. Grantor is the fee title owner of certain real property as described in Deed # 2019-983423 located in Maricopa County, Arizona (“Grantor Property”).

B. Grantee desires to obtain a Drainage Easement on, over, under, and across portions of the Grantor Property, as more particularly described in Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by this reference (the “Easement Area”), for the benefit of the Grantee Property.

C. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

1. Easement.

1.1. Grant of Easement. Grantor does hereby convey unto Grantee a non-exclusive temporary drainage easement (the "Drainage Easement") on, over, under, and across the Easement Area for the purposes of constructing, operating, repairing, altering, protecting, restoring, and maintaining a temporary drainage facility such that water from the Grantee Property may drain into that certain temporary retention basin located within the Easement Area (the "Improvements"). All costs of the Improvements and all construction, replacement, relocation, removal, operation, use, maintenance, and/or repair thereof shall be the sole responsibility of Grantee.

2. Term. This Agreement shall automatically terminate upon the date upon which the underlying property encumbered by this Agreement and/or the lots adjacent to the Easement Area and associated with this Agreement are developed and otherwise capture, control, and account for the necessary onsite and/or offsite drainage from the adjacent streets and roadways. At such time of termination as set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement, promptly deliver to Grantee a copy of the recorded instrument terminating this Agreement, and provide Grantee with sixty (60) days' written notice to vacate the Easement Area.

3. Access and Release. Grantor and Grantor's duly authorized employees, agents, contractors, and subcontractors (collectively, "Grantor's Agents") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee and Grantee's Agents will enter upon the Easement Area at their sole risk and hazard and will enter upon the Easement Area from existing roads to the extent available. Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area and Grantor Property and the entry upon the Easement Area and Grantor Property by Grantee and Grantee's Agents.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the generality of the foregoing, Grantor expressly reserves the right to grant other third parties the right to use all or any portion of the Easement Area to the extent that such use shall not frustrate, impinge, or obstruct the use of the Easement Area or the Improvements by Grantee.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "with all faults," including, but not limited to, both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, and buildings, etc.) caused by Grantee

and/or Grantee's agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's Agents. All maintenance actions performed by Grantee shall be completed in a manner consistent with Grantor's reserved rights in, and use of, the Grantor Property.

7. Construction of the Improvements. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

8. Hazardous Substances. Grantee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to, or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property caused by Grantee or Grantee's Agent and Grantee shall be exclusively liable for all cleanup and remediation costs thereof. Grantee shall have no responsibility for a pre-existing environmental condition. As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state, and local statutes, laws, rules, or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed, or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation, or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

9. Compliance with Laws. When entering upon or performing any work upon the Easement Area or the Grantor Property, Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, and land use laws.

10. Liens. Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under

Grantee, and shall indemnify, hold harmless, and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. In the event any mechanics' lien or similar lien is recorded against the Grantor Property on account of any act by or on behalf of Grantee, Grantee shall, within 30 days after notice from Grantor, cause such mechanics' lien to be removed from the Grantor Property.

11. Insurance. Grantee will maintain in force the insurance policies and coverages set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents who assist with the Easement are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverages and policies:

11.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability, and property damage liability of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area and the Grantor Property.

11.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

11.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

12. Indemnification. Grantee shall indemnify, defend with counsel mutually acceptable to Grantor and Grantee, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members, and affiliated companies and entities and its and their employees, officers, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, to the extent such Claims arise from or relate to (i) any use of the Easement Area and/or the Grantor Property by Grantee or Grantee's Agents, and (ii) any act or omission of Grantee or any of Grantee's Agents. Grantee shall have no obligation to indemnify Grantor or Indemnitees for claims or liabilities directly caused by Grantor's or Indemnitees' gross negligence. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as the

event for which the indemnification is needed occurred prior to such expiration or termination of this Agreement.

13. Remedies.

13.1. Self- Help and Other Remedies. If any Party defaults in the performance of its obligations hereunder, and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party, then the non-defaulting Party shall have the right to perform such obligation on behalf of the defaulting Party, in which event such defaulting Party shall reimburse such non-defaulting Party for all amounts expended by the non-defaulting Party on behalf of the defaulting Party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid.

13.2. Injunctive Relief. In the event of a breach by any party hereto of any obligation of such party under this Agreement, the non-defaulting party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree specifically enforcing the performance of the obligations created hereunder.

13.3. Non-Waiver. No delay or omission of any party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any party hereto of a breach of, or default in, any of the terms, provisions, and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition, or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement.

14. Attorneys' Fees. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party.

15. Assignability. This Agreement may not be assigned, whether voluntarily or by operation of law, and Grantee shall not permit the use of the Easement Area, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void.

16. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given by personal delivery, overnight courier service, or United States certified mail, return receipt requested, postage or other delivery charge prepaid (provided that any notice given by facsimile or by email must also be given on the same day by one of the alternative ways listed above), addressed to Grantor or Grantee at the following addresses:

If to Grantor:

If to Grantee:

Suburban Land Reserve, Inc.
Attn: Danny Owen
79 S Main St, Suite 500
Salt Lake City, Utah 84111

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

With a Copy to:

With a Copy to:

Kirton McConkie
Attn: Robert C. Hyde; Jessica Rancie
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111

City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

17. No Public/Use Dedication. The Grantor Property is and shall at all times remain the private property of Grantor. The use of the Grantor Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement.

18. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

19. Miscellaneous.

19.1 Entire Agreement. This Agreement contains the entire agreement between the Parties. All previous agreements, communications, discussions, and negotiations relating to the subject matter hereof have been merged and finalized. This Agreement may only be modified or amended in writing by both Parties hereto.

19.2 Successors and Assigns. The provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the Parties hereto.

19.3 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, without regard to any conflicts of law issues. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

19.4 Authority. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement.

19.5 Non-Fiduciary or Agency Relationship. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency, or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an “arms-length” transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall they make any representation to any third party inconsistent with this Section.

19.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

19.7 Cancellation. This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.

[Signatures and acknowledgements to follow]

Page 325 of 692

GRANTEE:

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Name : Skip Hall
Its: _____

ATTEST:

Kristi Passarelli
City Clerk

APPROVED AS TO FORM:

Robert Wingo
City Attorney

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

Exhibit A

[Legal Description of Easement Area]

Exhibit B

[Depiction of Easement Area]

EXHIBIT "A"

DESCRIPTION

DRAINAGE EASEMENT DEDICATION

A parcel of land located in the Southwest Quarter of Section 18, Township 3 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

COMMENCING at the South Quarter Corner of said Section 18 from which the Southwest Corner of said Section 18 lies North 89°13'06" West 2180.33 feet;

Thence along the East line of said Southwest Quarter North 00°03'38" West 88.01 feet;

Thence departing said line North 89°13'06" West 40.00 feet to the POINT OF BEGINNING;

Thence South 45°21'27" West 16.85 feet;

Thence North 89°13'06" West 567.20 feet;

Thence North 00°46'54" East 10.00 feet;

Thence North 89°13'06" West 80.00 feet;

Thence South 00°46'54" West 10.00 feet;

Thence North 89°13'06" West 463.40 feet;

Thence North 44°13'06" West 28.28 feet;

Thence North 89°13'06" West 80.00 feet;

Thence South 45°46'54" West 28.28 feet;

Thence North 89°13'06" West 272.05 feet;

Thence North 00°46'54" East 10.00 feet;

Thence North 89°13'06" West 80.00 feet;

DESCRIPTION continued on page 2 of 2

DESCRIPTION continued from page 1 of 2

Thence South 00°46'54" West 10.00 feet;

Thence North 89°13'06" West 257.40 feet;

Thence North 00°46'54" East 70.00 feet;

Thence South 89°13'06" East 736.07 feet;

Thence South 44°13'06" East 14.14 feet;

Thence South 89°13'06" East 624.99 feet;

Thence South 44°13'06" East 14.14 feet;

Thence South 89°13'06" East 470.29 feet;

Thence South 00°03'38" East 38.00 feet to the POINT OF BEGINNING.

Containing 2.527 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 M.C.R. MARICOPA COUNTY RECORDER
 DE DRAINAGE EASEMENT
 DE DEDICATION AREA = 2.527 ACRES +/-

SUBURBAN LAND RESERVE
 SWD 2019-0983423 M.C.R.

BASIS OF BEARINGS

Maricopa County Low Distortion Projection
 Linear unit: International foot
 Geodetic Datum: NAD 1983
 Projection type: Lambert Conformal Conic (single parallel)
 Latitude of origin: 33°15'00"N
 Central meridian: 112°15'00"W
 False northing: 1,500,000.000 ift
 False easting: 2,500,000.000 ift
 Standard parallels: 1.000045 (exact)

LINE TABLE

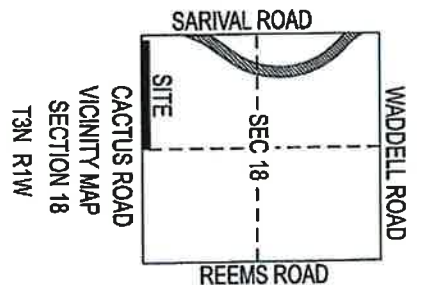
LINE	BEARING	LENGTH
L1	N00°03'38"W	88.01'
L2	N89°13'06"W	40.00'
L3	S45°21'27"W	16.85'
L4	N89°13'06"W	567.20'
L5	N00°46'54"E	10.00'
L6	N89°13'06"W	80.00'
L7	S00°46'54"W	10.00'
L8	N89°13'06"W	463.40'

LINE TABLE

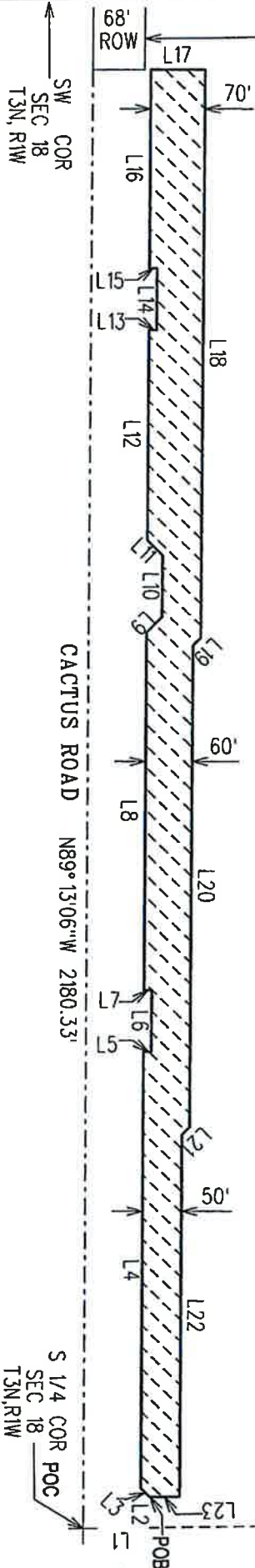
LINE	BEARING	LENGTH
L9	N44°13'06"W	28.28'
L10	N89°13'06"W	80.00'
L11	S45°46'54"W	28.28'
L12	N89°13'06"W	272.05'
L13	N00°46'54"E	10.00'
L14	N89°13'06"W	80.00'
L15	S00°46'54"W	10.00'
L16	N89°13'06"W	257.40'

LINE TABLE

LINE	BEARING	LENGTH
L17	N00°46'54"E	70.00'
L18	S89°13'06"E	736.07'
L19	S44°13'06"E	14.14'
L20	S89°13'06"E	624.99'
L21	S44°13'06"E	14.14'
L22	S89°13'06"E	470.29'
L23	S00°03'38"E	38.00'

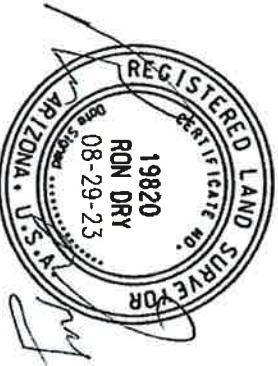


EXISTING 68' ROW
 PER BOOK 948,
 PAGE 44 M.C.R.



SCALE: 1"=200'

0 50 100 150 200



CITY OF SURPRISE
 LAND SURVEY DEPARTMENT
 16000 N. CIVIC CENTER PLAZA
 SURPRISE, AZ 85374

DRAINAGE EASEMENT DEDICATION

PROJECT #23006

DRAWN BY RCD

DATE 08-29-23

SHEET 1 OF 1

EXHIBIT "A"

DESCRIPTION

DRAINAGE EASEMENT DEDICATION

A parcel of land located in the Southeast Quarter of Section 18, Township 3 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

COMMENCING at the Southeast Corner of said Section 18 from which the East Quarter Corner of said Section 18 lies North 00°03'58" West 2640.38 feet;

Thence along the east line of said Southeast Quarter North 00°03'58" West 73.01 feet;

Thence departing said line North 89°13'01" West 67.51 feet to the POINT OF BEGINNING;

Thence continuing North 89°13'01" West 224.41 feet;

Thence North 00°46'59" East 3.00 feet;

Thence North 89°13'01" West 688.33 feet;

Thence North 44°13'01" West 28.28 feet;

Thence North 89°13'01" West 50.00 feet;

Thence South 45°46'59" West 28.28 feet;

Thence North 89°13'01" West 984.68 feet to the east line of "CACTUS ROAD CHURCH SUBDIVISION" as recorded in Book 1043, Page 21, records of said County;

Thence along said east line North 00°03'41" West 50.00 feet;

Thence departing said line South 89°13'01" East 964.71 feet;

Thence North 45°46'59" East 28.28 feet;

Thence South 89°13'01" East 91.42 feet;

Thence South 44°13'01" East 28.28 feet;

Thence South 89°13'01" East 891.24 feet;

Thence South 00°03'58" West 53.01 feet to the POINT OF BEGINNING.

Containing 2.316 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description

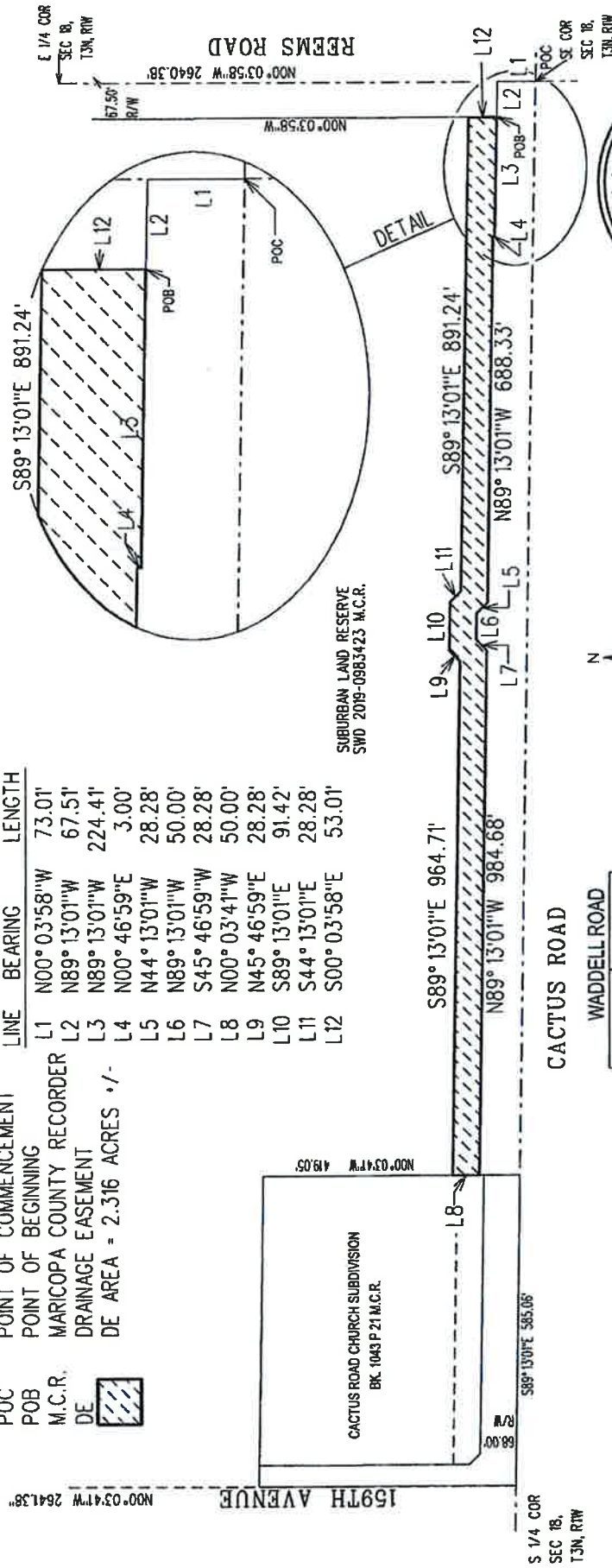


EXHIBIT "B"

LEGEND

LINE TABLE

POC	POINT OF COMMENCEMENT	LINE	BEARING	LENGTH
POB	POINT OF BEGINNING	L1	N00°03'58"W	73.01'
M.C.R.	MARICOPA COUNTY RECORDER	L2	N89°13'01"W	67.51'
DE	DRAINAGE EASEMENT	L3	N89°13'01"W	224.41'
	DE AREA = 2.316 ACRES +/-	L4	N00°46'59"E	3.00'
		L5	N44°13'01"W	28.28'
		L6	N89°13'01"W	50.00'
		L7	S45°46'59"W	28.28'
		L8	N00°03'41"W	50.00'
		L9	N45°46'59"E	28.28'
		L10	S89°13'01"E	91.42'
		L11	S44°13'01"E	28.28'
		L12	S00°03'58"E	53.01'



BASIS OF BEARINGS

Maricopa County Low Distortion Projection

Linear unit: International foot

Geodetic Datum: NAD 1983

Projection type: Lambert Conformal Conic (single parallel)

Latitude of origin: 33°15'00"N

Central meridian: 112°15'00" W

False northing: 1,500,000.000 ift

False easting: 2,500,000.000 ift

Standard parallel scale: 1.000045 (exact)



CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

DRAINAGE EASEMENT DEDICATION

PROJECT # 23006

DRAWN BY RCD

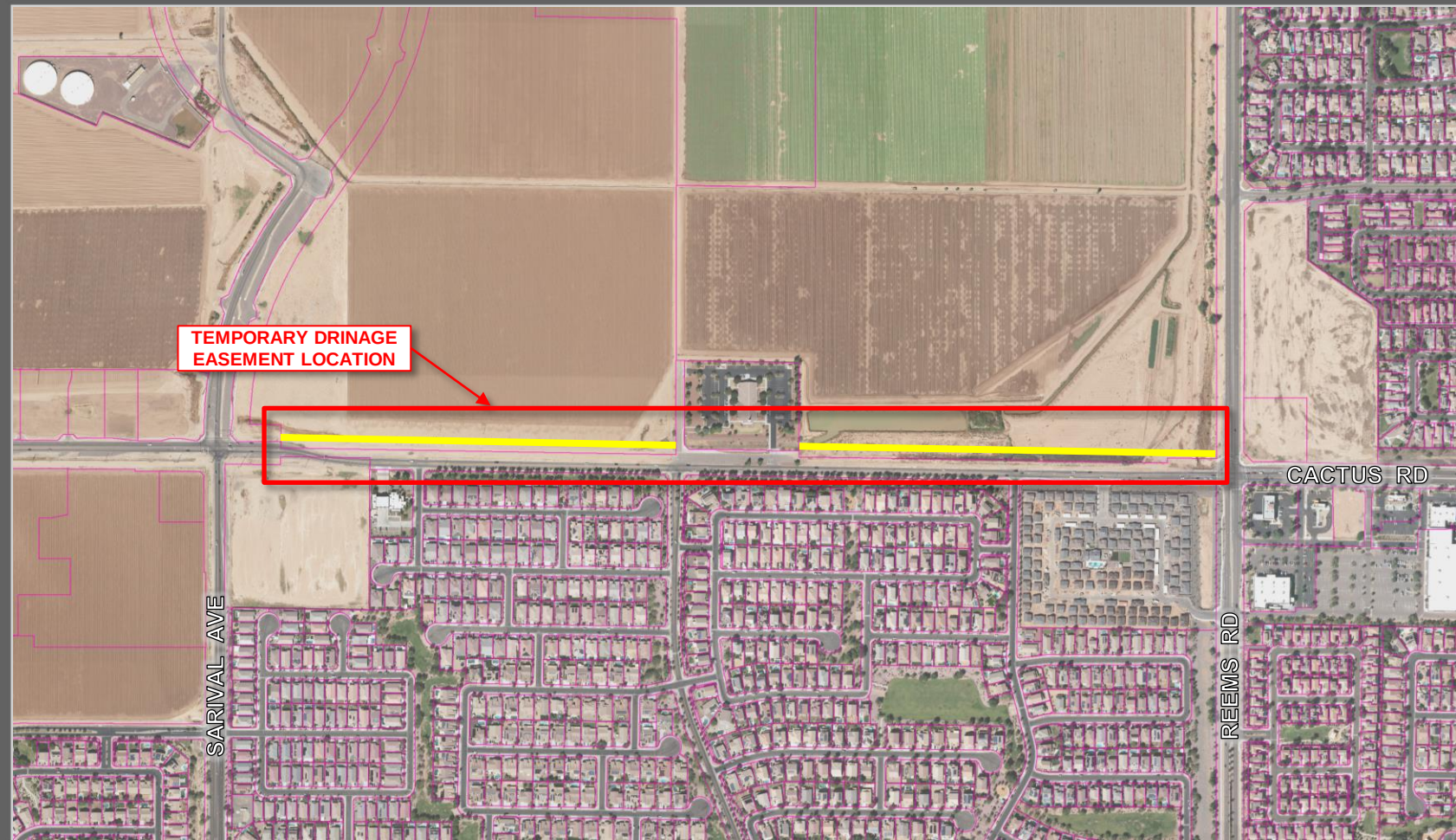
DATE 07-20-23

SHEET 1 OF 1



Suburban Land Reserve Cactus – Reems / Sarival Temporary Drainage Easement

City Council – June 18, 2024



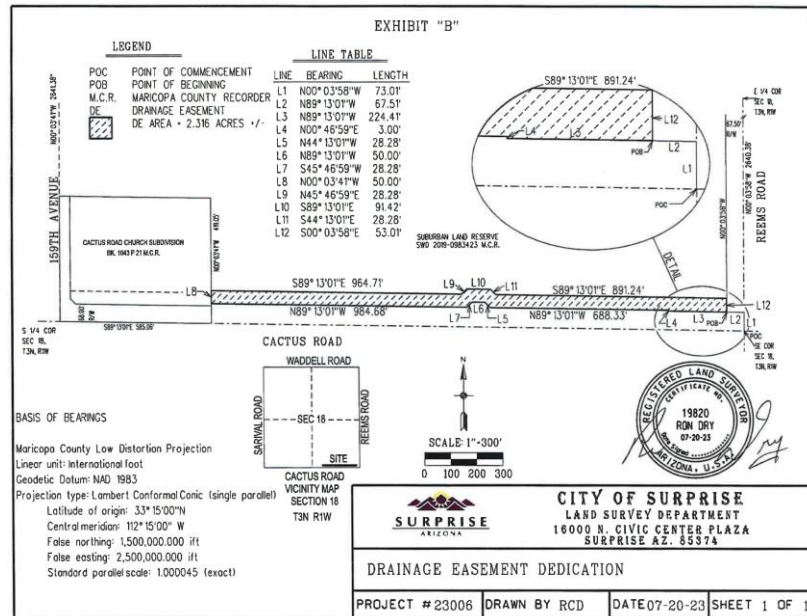
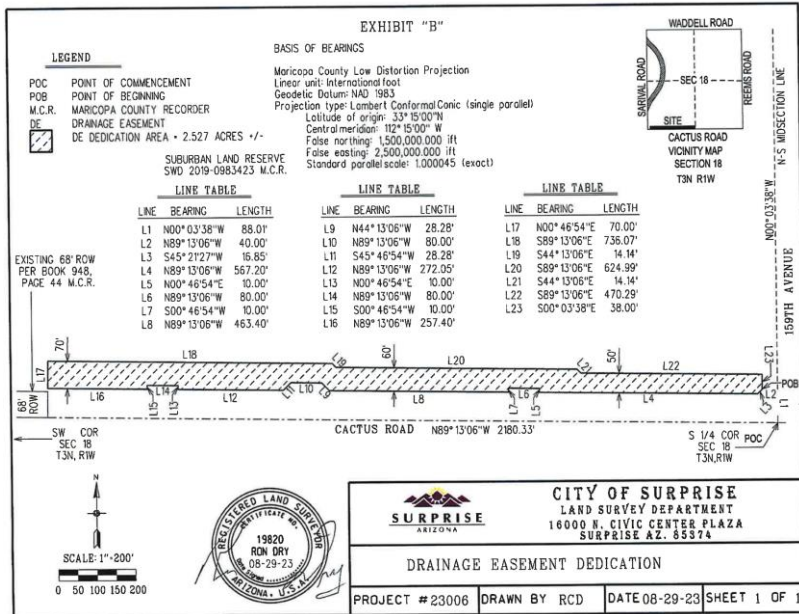
TEMPORARY DRAINAGE
EASEMENT LOCATION

CACTUS RD

SARVAL AVE

REEMS RD

VICINITY MAP





SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of the Multi-district Litigation opioid settlement with Kroger Co. and authorizing the City Attorney to execute any and all documents necessary to effectuate approval and participation in the settlements.

Motion:

I move to approve settlement with Kroger Co. and authorize the City Attorney to execute any and all documents to effectuate this approval.

Background:

On May 7, 2019, City Council authorized litigation against manufactures and distributors of prescription opiates to redress any damages the City of Surprise had or may sustain due to wrongful manufacture and distribution of prescription opiates. On October 19, 2021, City Council approved the One Arizona Distribution of Opioid Settlement Funds Agreement , which set forth the structure of distribution settlement funds within Arizona of any anticipated settlement which may occur in the Federal Multi-District Litigation ("MDL") Concurrently, the Arizona Attorney General's Office secured a settlement with three Distributors and Janssen, who were all Defendants in the MDL. The City Council approved participation in those settlements on October 19, 2021.

The Arizona Attorney General later secured a second set of settlements with five additional Defendants in the MDL- Teva, Allergan, Walmart, CVS, and Walgreens. City Council approved participation in those settlements on March 7, 2023.

The Arizona Attorney General has now secured a third settlement with Kroger Co. In order to participate in this settlement, with the allocation of settlement funds controlled by the One Arizona Distribution of Opioid Settlement Funds Agreement, the Arizona Attorney General's Office has requested confirmation and execution of the settlement documents no later than July 31, 2024.

Objective Analysis:

The One Arizona Distribution of Opioid Settlement Funds Agreement, as approved by City Council in October 2021, established a beneficial framework for distribution of MDL settlements between the State of Arizona and local governments, such as the City of Surprise. That MOU established that 56% of settlements would be allocated to local governments when all local governments "opt in" to subsequent

settlement agreements. This new Settlement Agreement with Kroger Co. will resolve all claims against that entity and the City of Surprise would be eligible for participation in the distribution of those settlement funds as established in the Settlement Agreement.

All cities in Arizona, in coordination with the Arizona Attorney General's Office, have participated in all previous settlement agreements in the MDL. 100% participation by Arizona cities ensures the maximum amount of settlement funds flowing to the the State of Arizona, and the largest percentage of pass through funds- 56% to local governments including Surprise.

Policy Compliant:

The process of City Council consideration and approval of any agreements which would impact settlement of litigation is complaint with city policy and practice. Furthermore, participation in this settlement is consistent with past City Council decisions to participate, with all other Arizona Cities, in the One Arizona Distribution of Opioid Settlement Funds Agreement.

Financial Impact:

Under the One Arizona Distribution of Settlement Funds Agreement, Surprise's allocation of Settlement funds is 0.980%. The anticipate settlement will bring approximately \$68.5 million dollars into Arizona for opioid remediation if all cities participate. The City of Surprise is expected receive approximately \$375,000 spread over a span of 11 years. These funds may only be utilized for remediation of past, or mitigation of future, harms caused by opioids in the Surprise community as outlined in the One Arizona Distribution Agreement. The funds will be received in annual payments over a time frame of eleven years. The funds will be administered by Maricopa County.

Budget Impact:

There should be no immediate impact on the current fiscal year's budget. Approval of the Settlement Agreement may result in a portion of the estimated \$375,000 being distributed to Surprise for specific opioid related expenditures for the fiscal year 2025 budget and subsequent budget years. The settlement funds may be kept with, drawn upon, or contributed to, Maricopa County to take advantage of the economy of scale and existing resources and programs of the County.

FTE Impact:

None.

ATTACHMENTS:

1. national_opioid_settlement_notice_settlement_overview
-

National Opioid Settlement: Kroger Co.

Surprise city, AZ

Rubris Reference Number: CL-789381

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

KROGER CO. SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement (“Settlement”) has been reached that would resolve the legal claims of states and local political subdivisions against regional supermarket pharmacy Kroger Co. related to alleged misconduct related to opioids.

The Settlement requires Kroger Co. to pay over a billion dollars to abate the opioid epidemic. Of this amount, approximately \$1.2 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlement requires payments over eleven years after its effective date.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires Kroger Co. to implement safeguards to prevent diversion of prescription opioids.

The proposed settlement has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

Second, eligible subdivisions within each participating state decide whether to participate in the Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate, the subdivisions in that state are not eligible to participate in the Settlement.

**WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION
ADMINISTRATOR?**

The Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in that Settlement. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

*If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.***

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlement are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlement and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **August 12, 2024**, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **August 12, 2024**.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 6

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

Agenda Wording:

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 294740, requested by Mitchell Joseph Fox, for Fox Cigar Bar Surprise LLC for Series 6 Liquor License. Fox Cigar Bar Surprise LLC is located at 13601 N Litchfield Rd, Surprise, AZ 85379.

Motion:

I move to recommend approval of application No. 294740 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for a new Series 6 liquor license for Fox Cigar Bar Surprise is located at 13601 N Litchfield Road, Surprise, AZ 85379. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

The application has also been disseminated to the Community Development Department, Finance Department, Surprise Police Department, and Surprise Fire and Medical Department for review. Those departments have submitted memoranda which are attached to this item.

Objective Analysis:

Pursuant to state law, the City Council shall enter an order recommending approval or disapproval within sixty days after the filing of the application and shall file a certified copy of the order with the director. If the City Council recommends approval of the license a hearing before the state Liquor License Board is not required unless the director, the board or any aggrieved party requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval shall be attached to the order and the state Liquor License Board will hold a hearing.

Policy Compliant:

The Liquor License process is controlled by state law. The steps taken by the City Clerk's Office and this public hearing comply with, and fulfill the City's legal obligation under, applicable state law.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. CD - Fox Cigar Bar Report
 2. Finance - Fox Cigar Bar Surprise LLC - 13601 N Litchfield Rd
 3. Fire - 13601 N Litchfield Rd Fox Cigar Bar Liquor License
 4. Fox Cigar Bar MAP
 5. PD - Fox Cigar Bar
-



COMMUNITY DEVELOPMENT DEPARTMENT

Date: June 3, 2024
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

**AGENT, Mitchell Joseph Fox
Fox Cigar Bar Surprise LLC
13601 N. Litchfield Road
Surprise, Arizona 85379**

NEW SERIES 06 (New Application – Bar) – Application # 294740

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

1. Quench Taps and Tapas (Series 12) – 14010 N. Litchfield Rd. #212
2. Fry's Marketplace #674 (Series 9) – 13982 W. Waddell Rd.
3. Safeway Food & Drug # 2699 (Series # 9) – 13828 W Waddell Rd.
4. Native Grill & Wings (Series 12) – 13929 W. Waddell Rd.
5. Quiktrip #466 (Series 10) – 14057 W. Waddell Rd. (Expired)
6. Walgreen's #12087 (Series 10) – 13723 N. Litchfield Rd.
7. Tap House Sports Grill (Series 12) – 13699 N. Litchfield Rd.
8. Real Thai & Sushi (Series 12) – 13749 N. Litchfield Rd.
9. Nicks Diner II (Series 12) – 13765 N. Litchfield Rd. (Not Shown)
10. AMC Surprise Pointe 14 (Series 6) – 13649 N. Litchfield Rd. (Not Shown)
11. Amigos Authentic Mexican Grill and Bar (Series 12) – 13621 N. Litchfield Rd. #131 (Not Shown)
12. Uptown Alley II (Series 6) – 13525 N. Litchfield Rd

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

Commercial and residential growth is expected to remain static.

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



MEMO

Date: 5/20/2024

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Courtnee Chavez, Business Compliance Specialist

RE: Liquor License Application – Fox Cigar Bar Surprise LLC - 13601 N Litchfield Rd

Business License Status:

- ☒ Application link emailed on 5/20/2024 .
- ☐ License # , current and valid for .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



Finance Department
Revenue Division
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470
Business.license@surpriseaz.gov

5/20/2024

FOX CIGAR BAR SURPRISE LLC

13601 N LITCHFIELD RD

SURPRISE, AZ 85379

Re: Business License Requirement

To Whom It May Concern:

The Revenue Division has received notification that a liquor license application has been received on behalf of your company.

The City of Surprise requires that all businesses located within the City of Surprise have a City of Surprise business license prior to the start of their operations. Please be sure to apply for your business license at least 3 weeks prior to the opening of your business.

You can apply online at <https://primeweb.surpriseaz.gov/>. City of Surprise Business License applications and supplemental forms are available online at <https://www.surpriseaz.gov/407/Business-License-Application-Supplementa>. License Fees will be billed upon approval of your license application.

For additional information, please visit the City of Surprise website at www.surpriseaz.gov.

If you have any questions, please email our office at business.license@surpriseaz.gov.

Respectfully,
Revenue Division



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



June 6, 2024

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Fox Cigar Bar
13601 N Litchfield Rd

The Surprise Fire-Medical Department has been involved with the pre-construction / plan review process at the above referenced location within the last few months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. Therefore, fire has no comment on the application at this time.

If you have any questions feel free to contact me.

Keith Tanner
Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department

Fox Cigar Bar Surprise LLC

PAD
ROYAL
RANCH

PAD
ROSEVIEW

PAD
SIERRA VERDE

RL-5, R1-5

QUENCH TAPS
AND TAPAS

CC, C-2

Nick's Diner II

AMC

Amigos Authentic
Mexican Grill and Bar

PAD
MARLEY
PARK

PAD
SURPRISE
POINTE

RR, R1-43

RL-5, R1-5

SITE

**SURPRISE POLICE DEPARTMENT
LIQUOR LICENSE APPLICATION REVIEW
FIRST WATCH**

REFERENCE:

DATE: May 23, 2024

Application Number - 294740
New Series #06 –Bar

APPLICANT:

Fox Cigar Bar Surprise LLC
13601 N Litchfield Road
Surprise, Arizona 85379

FINDINGS:

- 1) **Evidence concerning the nature of the proposed business, its potential market, and its likely customers.**
Fox Cigar Bar is self-described as an upscale Surprise location for customers to enjoy fine cigars and spirits with a sophisticated ambiance that is relaxing and allowing its customers to carry on a conversation. The indoor lounge will have comfortable leather seating and multiple flat-screen televisions and a “brilliant” sound system. There will be no food served. The potential market should be adults from all over Surprise and the northwest valley. There is projected seating for 120 persons, including separate bar seating of 10 persons. There is no live entertainment scheduled.
- 2) **Effect of vehicular traffic in proximity.**
There should be no effect on traffic in the area due to multiple ingress/egress locations at the Surprise Pointe center.
- 3) **The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.**
N/A. New construction.
- 4) **Comparison of hours of operation of the proposed premises to the existing businesses in proximity.**
There are currently two other Fox Cigar Bars. Both are in the east valley in Scottsdale and Gilbert. The Surprise location will have similar hours as the other locations, which is 10 AM to 2 AM every day, with exception of Saturday and Sunday, when it will open at 9 AM. There is the Uptown Alley across the plaza which has a bar inside that is open as late as 2 AM on weekends. The local AMC movie theater in the same plaza is open until midnight depending on movie showings. There is also the Tap House Restaurant which is open as late as midnight on the weekends. Also in the plaza is Amigos Restaurant, which is open as late as 10 PM on weekend nights.
- 5) **Appropriateness of series license requested.**
A series 6 license is appropriate for Fox Cigar Bar, per Arizona state guidelines for bars. Mr. Fox advises there will be private security on scene during operating hours as well.

Submitted by Officer Chris Tovar #2059



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 4

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

Agenda Wording:

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 296154, requested by Andrea Dahlman Lewkowitz, for 7-Eleven #42300 for Series 10 Liquor License. 7-Eleven #42300 is located at 13130 W Bell Road, Surprise, AZ 85378.

Motion:

I move to recommend approval of application No. 294740 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for a new Series 10 liquor license for 7-Eleven #42300 is located at 13130 W Bell Road, Surprise, AZ 85378. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

The application has also been disseminated to the Community Development Department, Finance Department, Surprise Police Department, and Surprise Fire and Medical Department for review. Those departments have submitted memoranda which are attached to this item.

Objective Analysis:

Pursuant to state law, the City Council shall enter an order recommending approval or disapproval within sixty days after the filing of the application and shall file a certified copy of the order with the director. If the City Council recommends approval of the license a hearing before the state Liquor License Board is not required unless the director, the board or any aggrieved party requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval shall be attached to the order and the state Liquor License Board will hold a hearing.

Policy Compliant:

The Liquor License process is controlled by state law. The steps taken by the City Clerk's Office and

this public hearing comply with, and fulfill the City's legal obligation under, applicable state law.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. CD - 7-Eleven # 42300 Report
 2. Finance - 7 Eleven - 13130 W Bell Rd
 3. Fire - 7-Eleven #42300 13130 W Bell liquor license
 4. Police - 7 - Eleven 13130 W Bell Rd
 5. 7-Eleven # 42300 Map
-



COMMUNITY DEVELOPMENT DEPARTMENT

Date: June 3, 2024
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

AGENT, Andrea Dahlman Lewkowitz
7-Eleven #42300
13130 W. Bell Rd.
Surprise, Arizona 85378

NEW SERIES 10 (New Application – Beer & Wine Store) – Application # 296154

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

1. Octane Lounge (Series 6) – 13420 W. Bell Rd. #140 (Expired)
2. Las Cazuelas Restaurant (Series 12) – 16551 N. Dysart Rd. #101
3. 99 Cents Only Store (Series 6) – 12801 W. Bell Rd.
4. Portofino West Restorante (Series 12) – 12851 W. Bell Rd. #15
5. Peter Piper Pizza #1291 (Series 12) – 12851 W. Bell Rd. #20

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

Commercial growth is expected to grow.

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



MEMO

Date: 5/23/2024

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Courtnee Chavez, Business Compliance Specialist

RE: Liquor License Application – 7 Eleven - 13130 W Bell Rd

Business License Status:

- ☒ Application link emailed on 5/23/2024 .
- ☐ License # , current and valid for .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



Finance Department
Revenue Division
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470
Business.license@surpriseaz.gov

5/23/2024

7 ELEVEN #42300
13130 W BELL RD
SURPRISE, AZ 85378

Re: Business License Requirement

To Whom It May Concern:

The Revenue Division has received notification that a liquor license application has been received on behalf of your company.

The City of Surprise requires that all businesses located within the City of Surprise have a City of Surprise business license prior to the start of their operations. Please be sure to apply for your business license at least 3 weeks prior to the opening of your business.

You can apply online at <https://primeweb.surpriseaz.gov/>. City of Surprise Business License applications and supplemental forms are available online at <https://www.surpriseaz.gov/407/Business-License-Application-Supplementa>. License Fees will be billed upon approval of your license application.

For additional information, please visit the City of Surprise website at www.surpriseaz.gov.

If you have any questions, please email our office at business.license@surpriseaz.gov.

Respectfully,
Revenue Division



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



May 29, 2024

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: 7-Eleven #42300
13130 W Bell Rd

The Surprise Fire-Medical Department has been involved with the pre-construction / plan review process at the above referenced location within the last few months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. Therefore, fire has no comment on the application at this time.

If you have any questions feel free to contact me.

Keith Tanner
Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department

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

REFERENCE:

DATE: June 11, 2024

Application Number- 296154
New Application – Beer/Wine Store
Series 10

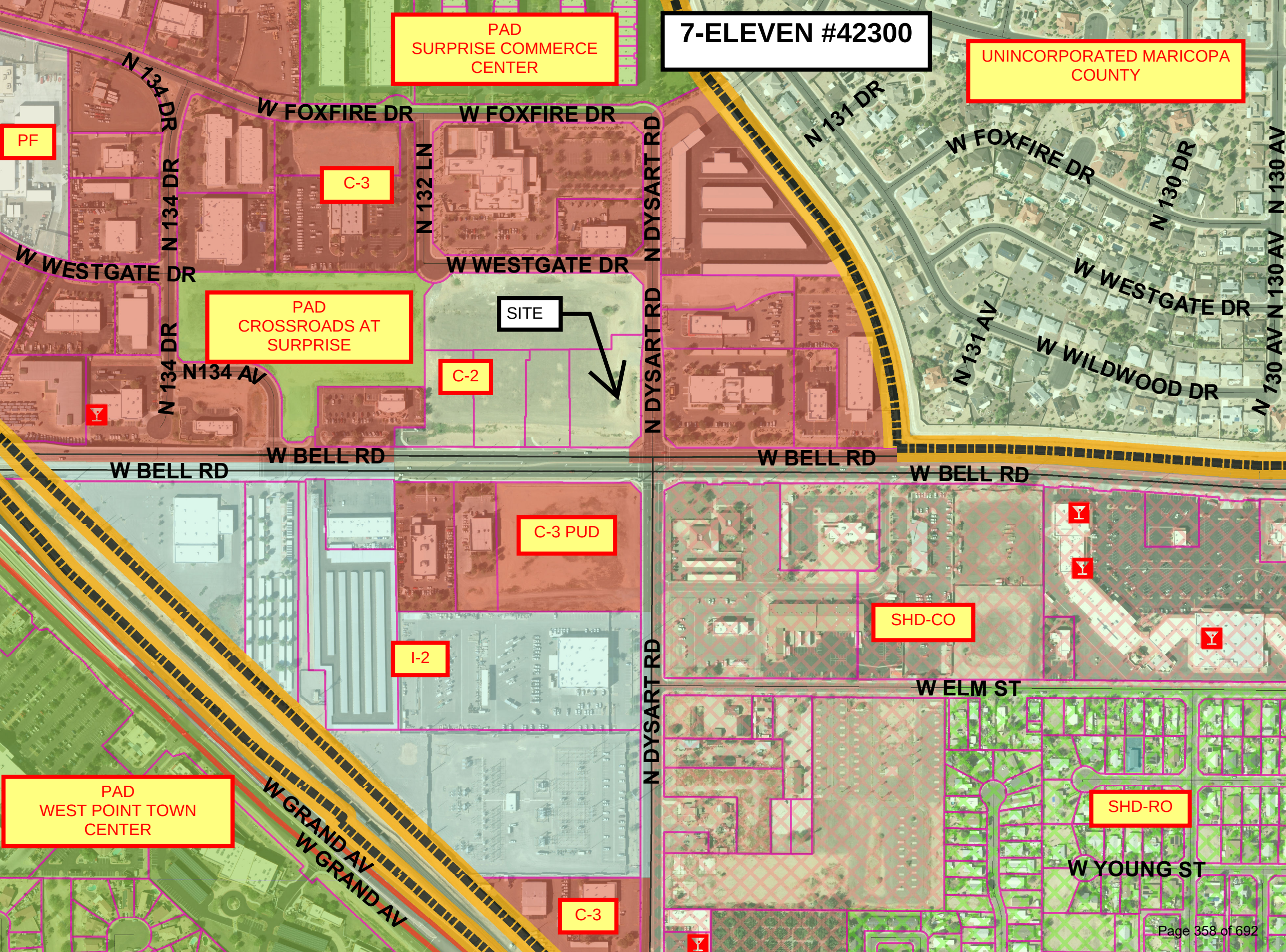
APPLICANT:

7-Eleven #42300
13130 W Bell Road
Surprise, Arizona 85378

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
7-Eleven is a full-service convenience market and gas station that should primarily serve patrons of all ages from the surrounding communities.
- 2) ***Effect of vehicular traffic in proximity.***
There should be no effect on vehicular traffic in proximity with the addition of this liquor license. There are added ingress/egress off Bell Road, west of Litchfield to help control any increased volume of traffic for the area.
- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***
N/A.
- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in proximity.***
The business hours of operation is open 24 hours a day. There is an industrial park north of the location which contains businesses that mostly operate during daytime hours. There are no other businesses in the immediate proximity that have liquor licenses.
- 5) ***Appropriateness of series license requested.***
The series 10 liquor license request is appropriate for this 7-Eleven convenience store.

Submitted by Officer C. E. Tovar #2059



PAD
SURPRISE COMMERCE
CENTER

7-ELEVEN #42300

UNINCORPORATED MARICOPA
COUNTY

PF

C-3

PAD
CROSSROADS AT
SURPRISE

SITE

C-2

C-3 PUD

I-2

SHD-CO

PAD
WEST POINT TOWN
CENTER

C-3

SHD-RO



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024 Contact Person: Tanner Wessel
Submitting Department: Community Development District: Citywide
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to revise sign standards and procedures within Chapters 106 & 109 to provide clarification, remove conflicts, and revise standards for better implementation; Ordinance #2024-18.

Motion:

I move to approve Ordinance #2024-18.

Background:

On March 6, 2018, the City Council approved Ordinance #2018-04, which amended the sign standards outlined in Chapter 113 of the Surprise Unified Development Code (SUDC). On December 15, 2020, the City Council approved Ordinance #2020-38 which adopted the LDO. The same sign standards that were amended in Chapter 113 of the SUDC were adopted into Chapter 109 of the LDO. This text amendment seeks to further clarify the sections and subsections referenced herein by removing certain conflicts in the existing language and further revising certain sign standards.

Objective Analysis:

The proposed Zoning Text Amendment will provide clarity to and remove conflicts from current standards.

Policy Compliant:

The proposed Zoning Text Amendment is consistent with 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-FS24-0629 ZTA Sign Code Clean Up - CC Staff Report
 2. 1-FS24-0629 ZTA Sign Code Clean Up - ZTA Legislative Edit
 3. 2-FS24-0629 ZTA Sign Code Clean Up - Public Participation Report
 4. 3-FS24-0629 ZTA Sign Code Clean Up - Ordinance 2024-18
 5. FS24-0629 ZTA Sign Code Clean Up - CC Presentation
-

ZONING TEXT AMENDMENT

REPORT TO THE CITY COUNCIL

Case: FS24-0629

Project Name: Zoning Text Amendment Sign Code Clean Up

Council District: Citywide

Meeting Date: June 18, 2024

Planner: Tanner Wessel, Planner II

Applicant: City of Surprise

Request: Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to revise Chapter 106 & 109 to provide clarification, remove conflicts, and revise standards.

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

Support/Opposition: None known

BACKGROUND:

On March 6, 2018, the City Council approved Ordinance 2018-04, which amended the sign standards outlined in Chapter 113 of the Surprise Unified Development Code (SUDC). On December 15, 2020, the City Council approved Ordinance 2020-38 which adopted the LDO. The same sign standards that were amended in Chapter 113 of the SUDC were adopted into Chapter 109 of the LDO. This text amendment seeks to further clarify the sections and subsections referenced herein by removing certain conflicts in the existing language and further revising certain sign standards.

ANALYSIS AND DISCUSSION:

The proposed zoning text amendment includes several changes to both Chapters 106 & 109. Independently, the proposed text amendments are minor, but are expected to greatly improve the clarity of the City's sign standards while also removing conflicts within the text. The following outlines the changes proposed with this amendment:

Updates to Provide Clarification

Section 106-10.43 – Special Events and Seasonal Activities

This section contains the use-specific standards for special events, seasonal activities, and temporary uses, as well as criteria for a Temporary Use Permit (TUP) for Special Events and Seasonal Activities. This amendment proposes adding the language highlighted below to clarify the requirement of a TUP for off-site active single-family residential subdivision signs as outlined in Chapter 109-1.9(A)(12).

Revised Language (*Edits in red are deletions; edits highlighted are additions*)

Section 106-10.43 – Special Events and Seasonal Activities

- I. A TUP may be issued for off-site active single-family residential subdivision signs.
 1. Any off-site signage shall comply with the standards outlined in **Section 109-1.9(A)(12)**.
 2. A TUP for off-site active single-family residential subdivision signage shall be valid for one (1) year from the date of TUP issuance and shall be subject to an annual renewal so long as the associated model home complex is operational.

Section 109-1.17 – Enforcement

Subsection A provides the general provisions of the enforcement of signs within the City of Surprise. This amendment proposes adding the highlighted language below to clarify the reference to Chapter 2, Article VI of the City of Surprise Code of Ordinances which outlines ordinance violations and citation procedures.

Revised Language (*Edits in red are deletions; edits highlighted are additions*)

Section 109-1.17 – Enforcement

- A. General Provisions
 2. Any violation of this chapter constitutes a public nuisance and may result in the issuance of either a civil citation or criminal citation by the city as set forth in **Chapter 2, Article VI** of this code.

Updates to Correct Scrivener's Errors

Section 109-1.9(A)(10) – Model Home Complex Sign.

This section outlines the sign standards for Model Home Complex signs. This amendment proposes removing repetitive and contradictory language by removing references to a 14-foot height limit.

Revised Language (*Edits in red are deletions; edits highlighted are additions*)

Section 109-1.9 – Sign Classifications and Types

- A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:

10. Model home complex signs. In addition to other signs that are permitted in association with a single-family residence, a model home complex may employ the following:
- b. One (1) class IV temporary sign meeting the requirements of subsection 109-1.9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to one hundred forty-four (144) inches with a maximum sign area of 48 square feet per side ~~and a maximum height of fourteen (14) feet~~, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in Section 109-1.10.

Revised Standards

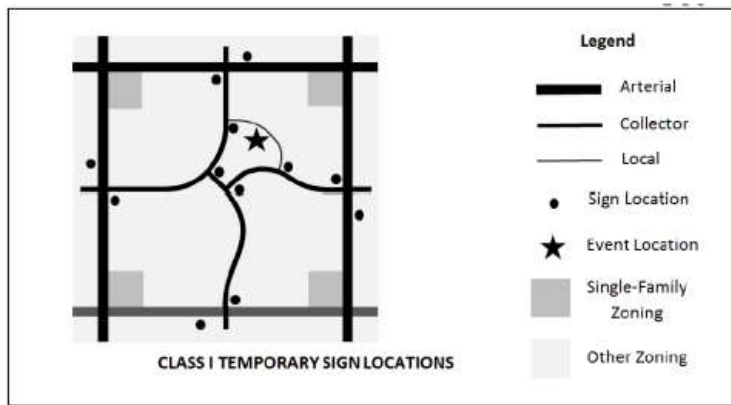
Section 109-1.9(A) - Temporary Signs

This amendment proposes revising the standards outlined in Section 109-1.9(A)(2) - Class I temporary signs (small A-frame signs) and Section 109-1.9(A)(3) - Class II temporary signs (large A-frame signs). Currently these sections outline standards that have been found to be vague and tough for city staff to enforce. This amendment proposes language that not only allows for greater enforceability for city staff while also providing greater clarification and standards that are more business-friendly.

Revised Language (*Edits in red are deletions; edits highlighted are additions*)

Section 109-1.9 – Sign Classifications and Types

- A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:
 - 2. *Class I temporary signs (small A-frame signs).* Class I temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:
 - a. Class I temporary signs are only allowed in conjunction with a lawful temporary event being held on land zoned for single-family residential uses.
 - b. Class I temporary signs may be placed in the following locations when in association with a lawful temporary event occurring on land zoned for single-family residential uses:
 - (1) One class I temporary sign at the site of the lawful temporary event,
 - (2) One class I temporary sign at each local or collector street intersection leading from the site of the lawful temporary event to the adjacent arterial street grid,
 - (3) Two class I temporary signs at the point where the local or collector street intersects with the arterial street. One sign may be located at the corner of the intersection on the side of the arterial street closest to the lawful temporary event. A second sign may be located on the opposite side of the arterial street, provided said sign is no further than 500 feet from the intersection.



- c. When allowed, class I temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the city engineering development standards.
- d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.
- e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.
- f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, **Thursdays** and **Thursdays Fridays**. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.
- g. If the lawful temporary event being served by the class I temporary sign requires a temporary use permit, the locations of the class I temporary signs shall be included with the application materials.

- 3. *Class II temporary signs (large A-frame signs and pedestal signs).* Class II temporary signs, as defined herein, are allowed subject to the general requirements as outlined in **subsection 109-1.9.A.1** above and the following:
 - a. *Class II temporary signs* are only allowed in conjunction with a lawful commercial use including *cottage industries*, but not *home occupations*.
 - b. One such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located. ~~One additional class II temporary sign may be located within or adjacent to the public right-of-way subject to the provisions of subsection 109-1.9.A.3 herein.~~
 - c. ~~When allowed,~~ **One (1) additional class II temporary signs** may be located **adjacent to the driveway entrance (or within the street right-of-way adjacent to the driveway entrance) to the commercial shopping center in which the commercial business is located in.** However, the **class II temporary sign shall not be located** ~~within the street right-of-way, but not~~ within any ~~median,~~ vehicle or bicycle travel lane, ~~or~~ sidewalk, ~~nor~~ within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise Engineering Development Standards. **Additionally,** **a class II temporary sign shall not be located** ~~nor~~ within 50 feet of the

- 183 curb return of any commercial driveway, nor within 20 feet of another
184 *class II temporary sign*.
185 d. There is no limit to the number of *sign panels* per *sign structure* provided
186 the specified height, width and *sign area* limitations are not exceeded.
187 e. The *sign* may be weighted or ballasted; however, no such *sign* may be
188 affixed to the ground or to any permanent *structure*.
189 f. *Class II temporary signs* utilized in conjunction with a lawful commercial
190 use may be displayed during the business hours of the business served
191 by the *Class II temporary signs*.

192
193 **CONFORMANCE WITH ADOPTED PLANS:**

194
195 **Surprise General Plan 2035:** The subject request is consistent with, and will help
196 implement, the Surprise General Plan 2035.

197
198 **CITIZEN PARTICIPATION:**

199
200 An outreach meeting was held at Surprise City Hall in the Council Overflow Room on
201 Wednesday May 29, 2024 at 6:00PM. There were no members of the public in attendance.
202 City staff has not received any opposition.

203
204 **SUMMARY:**

205
206 This Zoning Text Amendment to the Land Development Ordinances (LDO) will remove
207 conflicts, provide clarification, and improve overall readability of the LDO.

208
209 **RECOMMENDATION:**

210
211 At the time of writing this staff report, the Planning & Zoning Commission has not provided
212 a recommendation, however the item is scheduled for June 6th, 2024. The recommendation
213 from the Commission will be incorporated into the PowerPoint presentation.

214
215 *Recommended Motions:*

216
217 I move to approve Zoning Text Amendment Sign Code Clean Up, Case #FS24-0629

218
219 I move to deny Zoning Text Amendment Sign Code Clean Up, Case #FS24-0629,
220 because insert reason.

221
222 **Attachments:**

223 01 ZTA Legislative Edit
224 02 Citizen Participation Report
225 03 Ordinance
226 PowerPoint Presentation

Chapter 106 ZONING AND USE STANDARDS

ARTICLE X. USE SPECIFIC STANDARDS

Section 106-10.43 – Special events and seasonal activities

- I. A TUP may be issued for off-site active single-family residential subdivision signs.
 1. Any off-site signage shall comply with the standards outlined in **Section 109-1.9(A)(12)**.
 2. A TUP for off-site active single-family residential subdivision signage shall be valid for one (1) year from the date of TUP issuance and shall be subject to an annual renewal so long as the associated model home complex is operational.

Chapter 109 SIGNS

ARTICLE I. IN GENERAL; PROCESS AND OVERVIEW

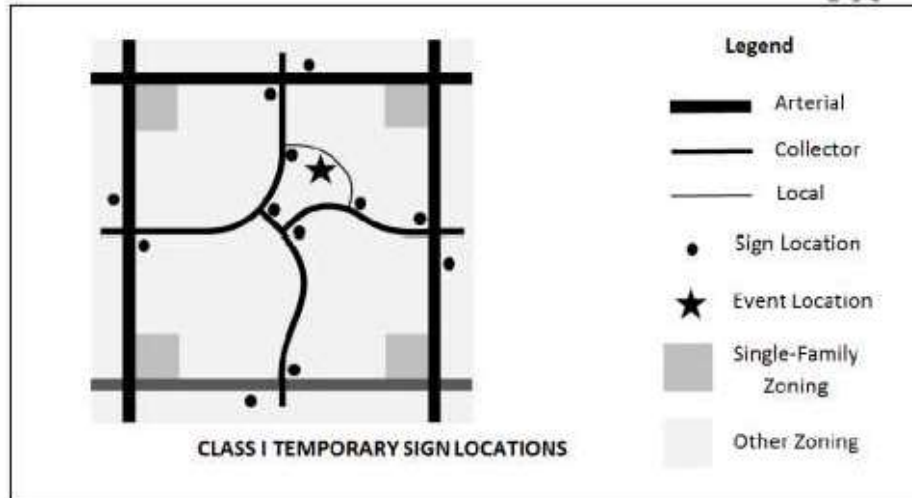
Section 109-1.9. Sign classifications and types

The following sign classifications and types as defined in section 109-1.6 are permitted in the city as outlined in Table 109-1a subject to the following "time, place and manner" restrictions.

A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:

2. *Class I temporary signs (small A-frame signs)*. Class I temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:
 - a. Class I temporary signs are only allowed in conjunction with a lawful temporary event being held on land zoned for single-family residential uses.
 - b. Class I temporary signs may be placed in the following locations when in association with a lawful temporary event occurring on land zoned for single-family residential uses:
 - (1) One class I temporary sign at the site of the lawful temporary event,
 - (2) One class I temporary sign at each local or collector street intersection leading from the site of the lawful temporary event to the adjacent arterial street grid,
 - (3) Two class I temporary signs at the point where the local or collector street intersects with the arterial street. One sign may be located at the corner of the intersection on the side of the arterial street closest to the lawful temporary event. A second sign may be located on the opposite side of the arterial street, provided said sign is no further than 500 feet from the intersection.

The City of Surprise Zoning Text Amendment



- c. When allowed, class I temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the city engineering development standards.
 - d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.
 - e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.
 - f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, **Thursdays** and **Thursdays Fridays**. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.
 - g. If the lawful temporary event being served by the class I temporary sign requires a temporary use permit, the locations of the class I temporary signs shall be included with the application materials.
3. *Class II temporary signs (large A-frame signs and pedestal signs).* Class II temporary signs, as defined herein, are allowed subject to the general requirements as outlined in **subsection 109-1.9.A.1** above and the following:
- a. *Class II temporary signs* are only allowed in conjunction with a lawful commercial use including *cottage industries*, but not *home occupations*.
 - b. One such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located. ~~One additional class II temporary sign may be located within or adjacent to the public right-of-way subject to the provisions of subsection 109-1.9.A.3 herein.~~
 - c. ~~When allowed,~~ **One (1) additional class II temporary signs** may be located adjacent to the driveway entrance (or within the street right-of-way adjacent to the driveway entrance) to the commercial shopping center in which the commercial business is located in. However, the *class II temporary sign* shall not

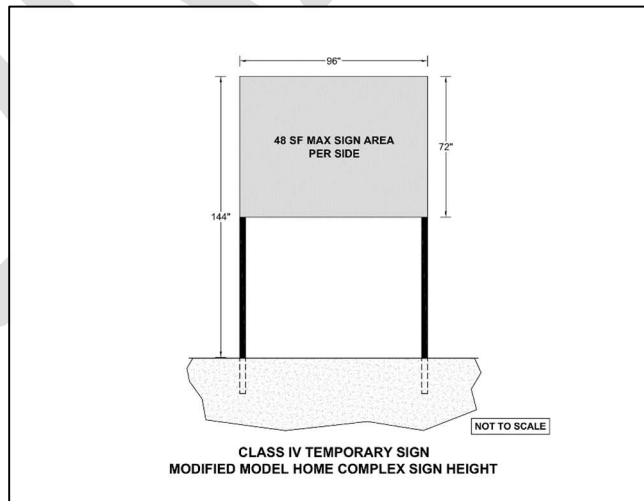
The City of Surprise Zoning Text Amendment

be located ~~within the street right-of-way, but not~~ within any ~~median~~, vehicle or bicycle travel lane, ~~or~~ sidewalk, ~~nor~~ within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise Engineering Development Standards. Additionally, a *class II temporary sign* shall not be located ~~nor~~ within 50 feet of the curb return of any commercial driveway, nor within 20 feet of another *class II temporary sign*.

- d. There is no limit to the number of *sign panels* per *sign structure* provided the specified height, width and *sign area* limitations are not exceeded.
- e. The *sign* may be weighted or ballasted; however, no such *sign* may be affixed to the ground or to any permanent *structure*.
- f. *Class II temporary signs* utilized in conjunction with a lawful commercial use may be displayed during the business hours of the business served by the *Class II temporary signs*.

10. Model home complex signs. In addition to other signs that are permitted in association with a single-family residence, a model home complex may employ the following:

- b. One (1) class IV temporary sign meeting the requirements of subsection 109-1.9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to one hundred forty-four (144) inches with a maximum sign area of 48 square feet per side ~~and a maximum height of fourteen (14) feet~~, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in Section 109-1.10.



Section 109-1.17. Enforcement A. General provisions.

The City of Surprise Zoning Text Amendment

1. The city manager or designee is hereby authorized and directed to enforce all provisions of this chapter in conformance with the regulations and procedures specified herein.
2. Any violation of this chapter constitutes a public nuisance and may result in the issuance of either a civil citation or criminal citation by the city as set forth in **Chapter 2, Article VI** of this Code.
3. Each day a violation of any provision of this chapter or the failure to perform any act or duty required by this chapter continues shall constitute a separate violation or offense.
4. When two or more persons have liability to the city or are responsible for a violation of this chapter, their responsibility shall be joint and several.
5. The re-erection of any sign or substantially similar sign on the same premises after a notice of violation has been issued shall be deemed a continuance of the original violation.

Citizen Participation Report

Land Development Ordinance Zoning Text Amendment (FS24-0629)

May 30, 2024

PROJECT DESCRIPTION

A staff initiated Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to revise Chapter 106 & 109 to provide clarification, fix scrivener's errors, and revise standards for better implementation of the city's sign code.

ADVERTISING

The meeting was advertised in both the Daily Independent on Tuesday May 14th, 2024 and in the Surprise Independent on May 15th, 2024.

MEETING DESCRIPTION

The meeting was held at Surprise City Hall in the Council Overflow Room on Wednesday May 29th, 2024 at 6:00PM. There were no members of the public in attendance and no input was generated.

State of Arizona:

County of Maricopa:

Affidavit of Publication

I Charlene Bisson, Arizona President/CEO of Independent Newsmedia Inc. USA, am authorized to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Daily Independent is a newspaper which is published daily, is of general circulation and is in compliance with the Arizona Revised Statutes 10-140.34 & 39-201 A & B. I solemnly swear that the notice was published in the regular and entire section of the said newspaper and not in any supplement. The below listed advertisement appeared in the following issue (s)
05/14/24, 05/15/24

Charlene Bisson



Terri L. Rodgers

Sworn to and subscribed before me this 15th Day of May, A.D., 2024

Ad Caption: FS24-0629
Ad Number: 653090
Total Cost:\$418.00

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF YOUNGTOWN, ARIZONA, AMENDING THE CODE OF YOUNGTOWN, ARIZONA, TITLE 17 ZONING, CHAPTER 17.40 C-2 COMMERCIAL DISTRICT, SECTION 17.40.110 MEDICAL MARIJUANA CULTIVATION, INFUSION, OR MANUFACTURING FACILITY REGULATIONS AND MEDICAL MARIJUANA DISPENSARY REGULATIONS, SUBSECTION N A MEDICAL MARIJUANA DISPENSARY MAY ONLY BE OPEN FOR BUSINESS BETWEEN THE HOURS OF EIGHT A.M. AND TEN P.M., FROM MONDAY THROUGH SATURDAY RELATED TO EXTENDING THE HOURS OF OPERATION ON SUNDAYS TO TEN P.M.; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

BE IT ORDAINED by the Common Council of the Town of Youngtown, Arizona, as follows:

Section I. In General.

The Code of Youngtown, Arizona, Title 17 Zoning, Chapter 17.40 C-2 Commercial District, is hereby amended by amending Section 17.40.110 Medical Marijuana Cultivation, Infusion, or Manufacturing Facility Regulations and Medical Marijuana Dispensary Regulations, to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

Section 17.40.110 Medical marijuana cultivation, infusion, or manufacturing facility regulations and medical marijuana dispensary regulations

* * *

N. A medical marijuana dispensary may only be open for business between the hours of eight a.m. and ten p.m., Monday through Saturday and ~~eight a.m. to eight p.m. on Sunday~~ AND EIGHT A.M. TO TEN P.M. ON SUNDAY.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or any part of the Code adopted herein by reference, 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 IV. Providing for Penalties.

Any person, firm, company or corporation, whether as principal, owner, agent, tenant, employee or otherwise, violating, disobeying, omitting, neglecting or refusing to comply with any provision of this title, or violating or failing to comply with any order or regulation made hereunder, is guilty of a misdemeanor, punishable upon conviction by a fine of not more than two thousand five hundred dollars (\$2,500.00) or by imprisonment in the jail designated by the town, for a term not exceeding six months, or by both such fine and imprisonment. Such person, firm, company or corporation shall be deemed guilty of a separate offense for each day during which any such violation or failure to comply with this title is committed, continued or permitted.

PASSED AND ADOPTED by the Common Council of the Town of Youngtown, Arizona, this 2nd day of May, 2024, by the following vote:

AYES: 6

NAYES: 0 ABSENT: 0

EXCUSED: 0 ABSTAINED: 1

APPROVED this 2nd day of May, 2024

ATTEST: Michael LeVault, Mayor

Nicole Smart
Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan
Town Attorney
Trish Stuhan, Pierce Coleman, PLLC

I, NICOLE SMART, DEPUTY TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 2024-03 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF YOUNGTOWN ON THE 2nd DAY OF May, 2024, WAS POSTED IN THREE PLACES ON THE 6th DAY OF May, 2024.

Nicole Smart
Nicole Smart, Town Clerk

Publish: Daily Independent, May 8, 9, 14, 16, 2024/651687

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF YOUNGTOWN, ARIZONA, AMENDING THE CODE OF YOUNGTOWN, ARIZONA, TITLE 10 VEHICLES AND TRAFFIC BY AMENDING CHAPTER 10.12 TRAFFIC CONTROL REGULATIONS, BY ADOPTING A NEW SECTION 10.12.076 ALLEYWAY RESTRICTIONS; HOURS OF OPERATION; POSTING OF SIGNAGE, RELATED TO ADOPTION OF ALLEYWAY RESTRICTIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES; AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Council desire to adopt regulations to protect the health, safety, and welfare of the Town of Youngtown and its residents by regulating use of alleyways;

WHEREAS, alleyway restrictions are important to ensure access by adjoining lots and emergency services while limiting the potential for criminal activity and nuisances during late night and early morning hours; and

WHEREAS, the following regulations are established by the Town for designating hours of operation and restricting use of alleyways with the proper posting of signage.

NOW THEREFORE, BE IT ORDAINED by the Council of the Town of Youngtown, Arizona, as follows:

Section I. In General.

The Code of Youngtown, Arizona, Title 10 Vehicles and Traffic is hereby amended by amending Chapter 10.12 Traffic Control Regulations, by adopting a new Section 10.12.076 Alleyway Restrictions; Hours of Operation; Posting of Signage to read as follows (deleted text in ~~strikeout~~; new text in ALLCAPS):

10.12.076 - ALLEYWAY RESTRICTIONS; HOURS OF OPERATION; POSTING OF SIGNAGE.

THE TOWN MANAGER IS AUTHORIZED TO ESTABLISH HOURS OF OPERATION FOR ALLEYWAYS IN THE TOWN IN CONSULTATION WITH THE TOWN'S LAW ENFORCEMENT PROVIDER, FIRE DISTRICT, COMMUNITY DEVELOPMENT MANAGER, AND PUBLIC WORKS DIRECTOR. THE DIRECTOR SHALL POST SIGNS NOTIFYING THE PUBLIC OF ANY HOURS OF OPERATION AND TIME RESTRICTIONS ADOPTED BY THE TOWN MANAGER. IT IS UNLAWFUL FOR ANY PERSON TO OPERATE ANY VEHICLE OR OTHERWISE ENTER AND USE AN ALLEYWAY IN THE TOWN AFTER SUCH HOURS OF OPERATION PROVIDED SUCH TIME RESTRICTIONS ARE PROPERLY POSTED TO PROVIDE NOTICE. NOTWITHSTANDING THE FOREGOING, EMERGENCY SERVICES' PERSONNEL SHALL MAINTAIN ACCESS AT ALL TIMES TO TOWN ALLEYWAYS. PROPERTY OWNERS AND BUSINESSES RELYING UPON ALLEYWAYS FOR ACCESS TO THEIR LOTS MAY ALSO REQUEST AN EXEMPTION FROM THE REQUIREMENTS OF THIS SECTION BY SUBMITTING AN APPLICATION TO THE COMMUNITY DEVELOPMENT MANAGER FOR A PERMIT AUTHORIZING LATE NIGHT AND/OR EARLY MORNING ALLEYWAY ACCESS.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section III. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference 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 IV. Providing for Penalties.

Any person, firm, company or corporation, whether as principal, owner, agent, tenant, employee or otherwise, violating, disobeying, omitting, neglecting or refusing to comply with any provision of this title, or violating or failing to comply with any order or regulation made hereunder, is guilty of a class one misdemeanor, punishable upon conviction by a fine of not less than five hundred dollars (\$500) nor more than twenty-five hundred dollars (\$2,500), imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

Section V. Zoning Considerations.

In accordance with Article II, Sections 1 and 2, Constitution of Arizona, and the laws of the State of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town and the probable impact of the proposed ordinance on the cost to construct housing for sale or rent before adopting this ordinance. The Town Council has also considered a housing impact statement in accordance with A.R.S. § 9-462.01(J)(1)-(3).

Section VI. Declaring an Emergency.

The immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the Town of Youngtown, and an emergency is hereby declared to exist. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Common Council of the Town of Youngtown.

PASSED AND ADOPTED by the Common Council of the Town of Youngtown, Arizona, this 18th day of April, 2024, by the following vote:

AYES: 6

NAYES: 0 ABSENT: 0

EXCUSED: 0 ABSTAINED: 1

APPROVED this 18th day of April, 2024

Michael E. LeVault, Mayor

ATTEST:

Nicole Smart
Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan
Trish Stuhan, Town Attorney

I, NICOLE SMART, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 2024-02 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF YOUNGTOWN ON THE 18th DAY OF APRIL, 2024, WAS POSTED IN THREE PLACES ON THE 23rd DAY OF APRIL, 2024.

Nicole Smart
Nicole Smart, Town Clerk

Publish: Daily Independent, May 2, 7, 9, 14, 2024/650063

ZONING TEXT AMENDMENT NEIGHBORHOOD MEETING

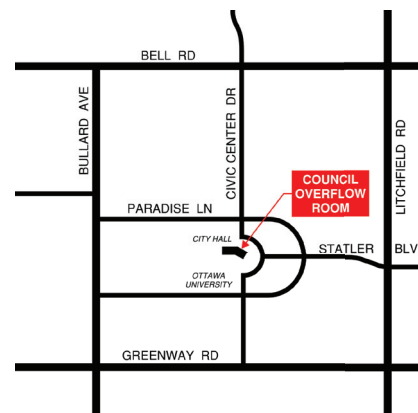
Please be advised that the City of Surprise will host a Neighborhood Meeting to discuss the Zoning Text Amendment (ZTA) to the Land Development Ordinances (LDO) referenced below. Any member of the public may participate in the conversations as it pertains to these projects, via phone or computer, by utilizing the access information provided under meeting details or attending in person. According to Surprise Municipal Code, city staff are required to host a Neighborhood Meeting to present the proposal to the public while soliciting feedback and providing answers to questions.

Applicant: City of Surprise
City of Surprise Planner:
Tanner Wessel, (623) 222-3137,
tanner.wessel@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

DATE: Wednesday, May 29, 2024
TIME: 6:00 PM
LOCATION: Surprise City Hall
Council Overflow Room
16000 N Civic Center Plaza
Surprise, AZ 85374

MEETING LOCATION



PROJECT DESCRIPTION:

A Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) in order to provide clarification, remove conflicts, and revise standards within Chapter 109 – Signs, Case # FS24-0629.

Publish: Daily Independent, May 14, 2024
Surprise Independent, May 15, 2024/653090
Page 372 of 692

Real Estate

Houses - Sale



10701 N 99th Ave #35
- HOME FOR

SALE
3 Bedroom 2 Bath located in upscale Apollo Village Retirement Park. Vaulted ceilings, large kitchen with island, formal dining plus a breakfast nook on the east.

The park offers a sparkling swimming pool and spa. Library, exercise room, putting course, billiards and loads of activities. Dog park, car wash and immaculate grounds.

Home is on well managed leased land and is being offered at \$119,000. Call Ralph to view. (602)540-1000

Automotive

Automobiles

2003 Toyota Highlander, Silver. 212,000 miles. Always maintained. New tires. New brakes. New struts. Runs great. Sun City 4,000 firm.

510-599-2594

Grab a bargain from your neighbor's garage, attic, basement or closet in today's classifieds.

WANTED older cars 1940's 50's 60's 70's 80's 90's Etc. Running or not. Can tow non running car. Please Call or Text me what you have 480-375-8959 or email oldcar@usa.com

Golf Cars

2002 EZGO electric, new batteries, new custom wheels & tires, custom steering wheel, seatbelts front & rear, street legal, excellent condition, \$3500 OBO. (602)320-9259

READING A NEWSPAPER HELPS YOU UNDERSTAND THE WORLD AROUND YOU.



**\$CASH\$
\$CASH\$
\$\$ CASH \$\$**

For Your Old Golf Cart Running or Not

602-576-5937

Need a few more bucks to purchase something deer? Pick up some extra bucks when you sell your used items in the classifieds.

Public Notice

ZONING TEXT AMENDMENT NEIGHBORHOOD MEETING

Please be advised that the City of Surprise will host a Neighborhood Meeting to discuss the Zoning Text Amendment (ZTA) to the Land Development Ordinances (LDO) referenced below. Any member of the public may participate in the conversations as it pertains to these projects, via phone or computer, by utilizing the access information provided under meeting details or attending in person. According to Surprise Municipal Code, city staff are required to host a Neighborhood Meeting to present the proposal to the public while soliciting feedback and providing answers to questions.

Applicant: City of Surprise

City of Surprise Planner:

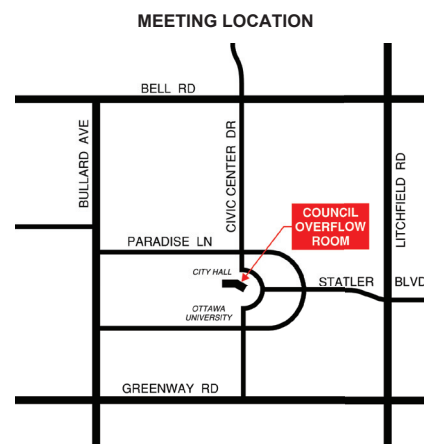
Tanner Wessel, (623) 222-3137, tanner.wessel@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

DATE: Wednesday, May 29, 2024

TIME: 6:00 PM

LOCATION: Surprise City Hall
Council Overflow Room
16000 N Civic Center Plaza
Surprise, AZ 85374



PROJECT DESCRIPTION:

A Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) in order to provide clarification, remove conflicts, and revise standards within Chapter 109 – Signs, Case # FS24-0629.

Publish: Daily Independent, May 14, 2024
Surprise Independent, May 15, 2024/653090

Public Notice

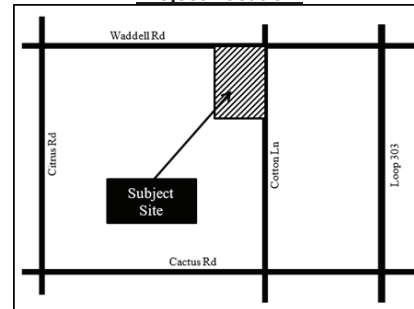
Public Notice

CITY OF SURPRISE PUBLIC NOTICE

Take notice that at the date, time, and place listed below, the City of Surprise Planning and Zoning Commission will hold a Public Hearing at the request of Berry Riddell LLC relating to a Conditional Use Permit (CUP) with Site Plan for a self-storage facility within the Truman Ranch Marketplace Planned Area Development (PAD). The subject property is generally located at the southwest corner of Cotton Lane and Waddell Road. (Surprise Case FS22-1506)

Legal Description: A portion of the Northeast Quarter of Section 14, Township 3 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Project Location:



Planning and Zoning Commission

Date: June 6, 2023

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: Surprise Independent, May 15, 2024
Daily Independent, May 17, 2024/653046

Public Notice

Public Notice

DEVELOPMENT PROJECT NEIGHBORHOOD MEETING

Please be advised, Lynnette Bole with Sweet Pea Preschool, 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/Representative:

Lynnette Bole, (623) 200-7993, teacherlynnette@yahoo.com

City of Surprise Planner:

Alex Ferruccio (623) 222-3164, alex.ferruccio@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

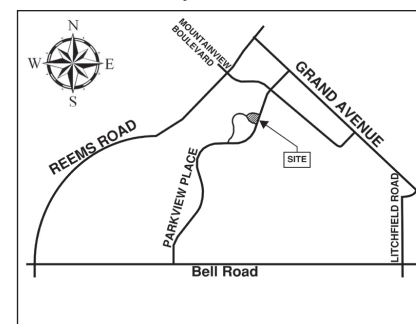
In Person

DATE: **Tuesday, May 28, 2024**

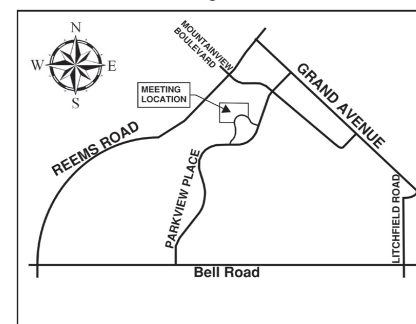
TIME: 6:00 PM

LOCATION: The Presidential Room (2nd floor)
at The Park at Surprise Independent
Living Community
14630 W Parkwood Dr
Surprise AZ 85374

Project Location



Meeting Location



PROJECT DESCRIPTION:

A Conditional Use Permit with Site Plan for the construction of an approximate 15,750 square foot daycare facility on a vacant pad located on the Northwest corner of Parkview Place and Parkwood Drive. Surprise Planning Case FS24-0149.

Publish: Daily Independent May 10, 2024,
Surprise Independent May 15, 2024/653092



Open late. Click thru.

Now you can go online to place your classified ad.

Plus, you can go online to view even more classified ads.

arizonaClassifieds.newsazap.com

Easy & Quick... Just Type & Click – The Way to Sell!

ORDINANCE # 2024-18

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO THE SURPRISE LAND DEVELOPMENT ORDINANCE RELATING TO AMENDING CHAPTER 106 AND CHAPTER 109.

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

WHEREAS, in response to citizen inquiries, City staff recommends Approval; and

WHEREAS, on June 6, 2024, the Planning and Zoning Commission recommended approval of the proposed Text Amendment;

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

Section 1. Section 106-10.43, 109-1.9(A)(2), 109-1.9(A)(3), 109-1.9(A)(10), 109-1.17 of the Surprise Land Development Ordinance is hereby amended as described on attached Exhibit A, and incorporated by this reference.

Section 2. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 3. Any Person found to have violated any provision of this article may be guilty of a civil penalty with a fine of up to twenty-five hundred dollars or a class 1 misdemeanor. Each day that a violation continues shall be a separate offense punishable as herein above described.

Section 4. 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 5. 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.

SIGNATURES ON THE FOLLOWING PAGE

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

Chapter 106 ZONING AND USE STANDARDS

ARTICLE X. USE SPECIFIC STANDARDS

Section 106-10.43 – Special events and seasonal activities

- I. A TUP may be issued for off-site active single-family residential subdivision signs.
 1. Any off-site signage shall comply with the standards outlined in **Section 109-1.9(A)(11)**.
 2. A TUP for off-site active single-family residential subdivision signage shall be valid for one (1) year from the date of TUP issuance and shall be subject to an annual renewal so long as the associated model home complex is operational.

Chapter 109 SIGNS

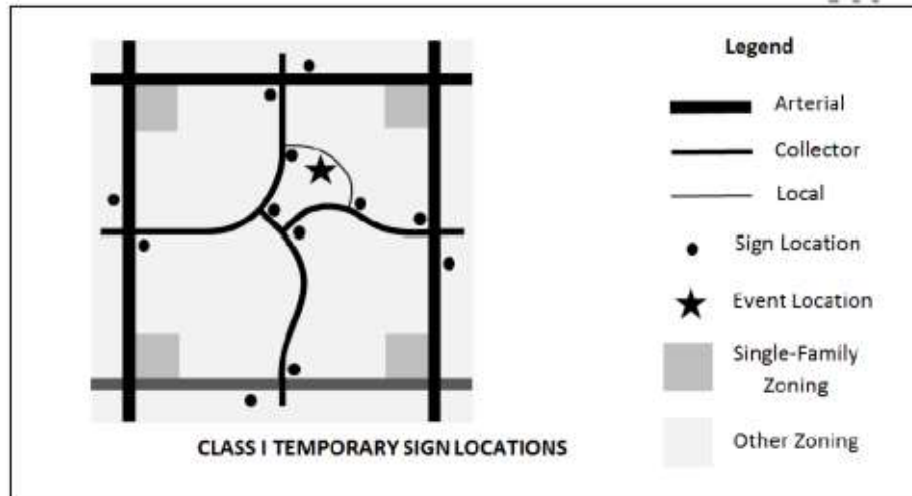
ARTICLE I. IN GENERAL; PROCESS AND OVERVIEW

Section 109-1.9. Sign classifications and types

The following sign classifications and types as defined in section 109-1.6 are permitted in the city as outlined in Table 109-1a subject to the following "time, place and manner" restrictions.

A. Temporary signs. When allowed, temporary signs shall conform to the following requirements:

2. *Class I temporary signs (small A-frame signs)*. Class I temporary signs, as defined herein, are allowed subject to the general requirements as stated above plus the following:
 - a. Class I temporary signs are only allowed in conjunction with a lawful temporary event being held on land zoned for single-family residential uses.
 - b. Class I temporary signs may be placed in the following locations when in association with a lawful temporary event occurring on land zoned for single-family residential uses:
 - (1) One class I temporary sign at the site of the lawful temporary event,
 - (2) One class I temporary sign at each local or collector street intersection leading from the site of the lawful temporary event to the adjacent arterial street grid,
 - (3) Two class I temporary signs at the point where the local or collector street intersects with the arterial street. One sign may be located at the corner of the intersection on the side of the arterial street closest to the lawful temporary event. A second sign may be located on the opposite side of the arterial street, provided said sign is no further than 500 feet from the intersection.



- c. When allowed, class I temporary signs may be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the city engineering development standards.
 - d. There is no limit to the number of sign panels per sign structure provided the defined height, width and sign area limitations are not exceeded.
 - e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.
 - f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 6:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.
 - g. If the lawful temporary event being served by the class I temporary sign requires a temporary use permit, the locations of the class I temporary signs shall be included with the application materials.
3. *Class II temporary signs (large A-frame signs and pedestal signs).* Class II temporary signs, as defined herein, are allowed subject to the general requirements as outlined in **subsection 109-1.9.A.1** above and the following:
- a. *Class II temporary signs* are only allowed in conjunction with a lawful commercial use including *cottage industries*, but not *home occupations*.
 - b. One such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located. **One additional class II temporary sign may be located within or adjacent to the public right-of-way subject to the provisions of subsection 109-1.9.A.3 herein.**
 - c. **When allowed, One (1) additional class II temporary signs may be located adjacent to the driveway entrance (or within the street right-of-way adjacent to the driveway entrance) to the commercial shopping center in which the commercial business is located in. However, the class II temporary sign shall not**

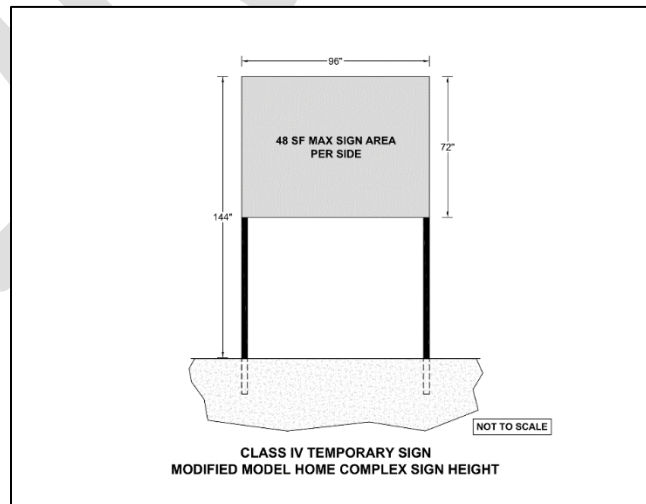
The City of Surprise Zoning Text Amendment

be located within the street right-of-way, but not within any median, vehicle or bicycle travel lane, or sidewalk, nor within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise Engineering Development Standards. Additionally, a class II temporary sign shall not be located nor within 50 feet of the curb return of any commercial driveway, nor within 20 feet of another class II temporary sign.

- d. There is no limit to the number of sign panels per sign structure provided the specified height, width and sign area limitations are not exceeded.
- e. The sign may be weighted or ballasted; however, no such sign may be affixed to the ground or to any permanent structure.
- f. Class II temporary signs utilized in conjunction with a lawful commercial use may be displayed during the business hours of the business served by the Class II temporary signs. between the hours of 6:00 a.m. and 6:00 p.m. only on days the commercial business is open to the public.

10. Model home complex signs. In addition to other signs that are permitted in association with a single-family residence, a model home complex may employ the following:

- b. One (1) class IV temporary sign meeting the requirements of subsection 109-1.9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to one hundred forty-four (144) inches with a maximum sign area of 48 square feet per side and a maximum height of fourteen twelve (14) (12) feet, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in Section 109-1.10.



Section 109-1.17. Enforcement

A. General provisions.

The City of Surprise Zoning Text Amendment

1. The city manager or designee is hereby authorized and directed to enforce all provisions of this chapter in conformance with the regulations and procedures specified herein.
2. Any violation of this chapter constitutes a public nuisance and may result in the issuance of either a civil citation or criminal citation by the city as set forth in **Chapter 2, Article VI** of this Code.
3. Each day a violation of any provision of this chapter or the failure to perform any act or duty required by this chapter continues shall constitute a separate violation or offense.
4. When two or more persons have liability to the city or are responsible for a violation of this chapter, their responsibility shall be joint and several.
5. The re-erection of any sign or substantially similar sign on the same premises after a notice of violation has been issued shall be deemed a continuance of the original violation.



FS24-0629

Zoning Text Amendment

Sign Code Clean Up

City Council
June 18, 2024



BACKGROUND

- **March 6, 2018** – City Council approved Ordinance 2018-04 amending the sign standards outlined in Chapter 113 of the Surprise Unified Development Code (SUDC).
- **December 15, 2020** - City Council approved Ordinance 2020-38, adopting the Land Development Ordinance (LDO). The same sign standards that were amended Chapter 113 of SUDC were adopted into Chapter 109 of the LDO.
- **May 8, 2024** - Staff initiated a Zoning Text Amendment to amend Chapter 106 & 109 of the LDO to provide clarification and remove conflicts to the sign code standards under Case FS24-0629, the subject case.



OVERVIEW

This Zoning Text Amendment amend Chapter 106 & 109 to:

- Correct scrivener's errors
- Provide clarity and consistency



Chapter 106 – Administrative Provisions

Article 10 – Use Specific Standards

106-10.43 - Special events and seasonal activities

- I. A TUP may be issued for off-site active single-family residential subdivision signs.
 1. Any off-site signage shall comply with the standards outlined in **Section 109-1.9(A)(12)**.
 2. A TUP for off-site active single-family residential subdivision signage shall be valid for one (1) year from the date of TUP issuance and shall be subject to an annual renewal so long as the associated model home complex is operational.



CLARITY

Chapter 109 – Signs

Article 1 – In General; Process and Overview

109-1.9 – Sign classification and types

A. General Provisions

2. Any violation of this chapter constitutes a public nuisance and may result in the issuance of either a civil citation or criminal citation by the city as set forth in **Chapter 2, Article VI** of this code.

SCRIVENER'S ERRORS

Chapter 109 – Signs

Article 1 – In General; Process and Overview

109-1.9(A)(10)(b) – Model home complex signs

- b. One (1) class IV temporary sign meeting the requirements of subsection 109-1.9(a)(5) herein may be located within the boundaries of the approved model home complex; however, if the model home complex is located adjacent to a collector or arterial street, the overall height of the class IV temporary sign allowed under this paragraph may be increased to one hundred forty-four (144) inches with a maximum sign area of 48 square feet per side ~~and a maximum height of fourteen (14) feet~~, provided the sign is designed to withstand windloads as required by the building codes in effect at the time the sign is erected. A class IV temporary sign permitted under this paragraph may be externally illuminated as outlined in Section 109-1.10.



REVISED STANDARDS

Chapter 109 – Signs

Article 1 – In General; Process and Overview

109-1.9(A)(2) – Class I temporary signs (small A-frame signs)

- f. Class I temporary signs may be placed one hour before the start of a lawful temporary event and shall be removed not more than one hour after the end of a lawful temporary event that occurs between the hours of 9:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, **Thursdays** and ~~Thursdays~~ **Fridays**. In addition, class I temporary signs may be placed for any length of time between the hours of 4:00 p.m. Friday and 11:00 p.m. Sunday.

REVISED STANDARDS

Chapter 109 – Signs

Article 1 – In General; Process and Overview

109-1.9(A)(3) – Class II temporary signs (large A-frame signs)

- b. One such sign may be located within 15 feet of the doorway of the customer entrance to the building in which the lawful commercial use is located. ~~One additional class II temporary sign may be located within or adjacent to the public right-of-way subject to the provisions of subsection 109-1.9.A.3 herein.~~
- c. ~~When allowed,~~ One (1) additional class II temporary signs may be located adjacent to the driveway entrance (or within the street right-of-way adjacent to the driveway entrance) to the commercial shopping center in which the commercial business is located in. However, the class II temporary sign shall not be located ~~within the street right-of-way, but not~~ within any median, vehicle or bicycle travel lane, ~~or~~ sidewalk, ~~nor~~ within any sight visibility triangle as outlined in standard details 4-01 and 4-02 of the Surprise Engineering Development Standards., Additionally, a class II temporary sign shall not be located ~~nor~~ within 50 feet of the curb return of any commercial driveway, nor within 20 feet of another class II temporary sign.



CITIZEN PARTICIPATION

Neighborhood Outreach Meeting:

- When: May 29, 2024 at 6 p.m.
- Where: City Hall
- Attendance: None in attendance
- Feedback: None Received



RECOMMENDATION

Planning & Zoning Commission recommended
approval to City Council



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to a Zone Change from Residential Low Density (R-1) to Community Commercial (C-2) for property generally located east of 163rd Avenue between Planada Lane and Grand Avenue; Ordinance #2024-20.

Motion:

I move to [approve/deny] Ordinance #2024-20.

Background:

Gilbert Blilie, PLLC, representing the property owner, requests a Zone Change from Residential Low Density (R-1) to Community Commercial (C-2) for an approximately 5.34-acre undeveloped parcel, generally located on 163rd Avenue between Planada Lane and Grand Avenue.

Objective Analysis:

The subject rezone is in harmony with the purposes and intent of the Surprise Municipal Code, in addition to other applicable City of Surprise regulations. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The subject rezone is consistent with the Surprise Municipal Code and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

At this time there are no budget impacts associated with this item.

FTE Impact:

At this time there are no additional FTEs associated with this item.

ATTACHMENTS:

1. 00 - FS24-0119 Sunrise Nursery 5-Ac Site - Rezone - Staff Report
 2. 01 - FS24-0119 Sunrise Nursery 5-Acre Site - Rezone - Vicinity Map
 3. 02 - FS24-0119 Sunrise Nursery 5-Acre Site - Rezone - Existing Zoning Map
 4. 03 - FS24-0119 Sunrise Nursery 5-Acre Site - Rezone - Proposed Zoning Map
 5. 04 - FS24-0119 Sunrise Nursery 5-Acre Rezone - Rezone Document
 6. 05 - FS24-0119 Sunrise Nursery 5-Acre Site Rezone - Citizen Participation Report -Redacted
 7. 06 - FS24-0119 Sunrise Nursery 5-Acre Site - Rezone - Affidavit of Posting
 8. 07 - FS24-0119 Sunrise Nursery 5-Acre Site - Rezone - Draft Ordinance
 9. FS24-0119 Sunrise Nursery 5-Acre Site - Rezone - PowerPoint
-

Case: FS24-0119

Project Name: Sunrise Nursery 5-Acre - Rezone

Council District: 1 – Acacia

City Council Date: June 18, 2024

Planner: Chris Sexton, Planner II

Owner: Valparaiso, LLC

Applicant: Marcela Mora-Yatko with Gilbert Blilie, PLLC

Request: Zone Change from Residential Low Density (R-1) to Community Commercial (C-2)

Site Location: Generally located on 163rd Avenue between Planada Lane and Grand Avenue

Site Size: 5.34 acres (approx.)

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

Support/Opposition: See attached Citizen Participation Report.

Recommendation: As of the writing of this staff report, the Planning & Zoning Commission has not yet provided a recommendation. This item is scheduled to be heard by the Commission on June 6, 2024. Their recommendation will be incorporated into the presentation to the City Council.

Project Description:

Gilbert Blilie, PLLC, representing the property owner, requests a Zone Change from Residential Low Density (R-1) to Community Commercial (C-2) for an approximately 5.34-acre undeveloped parcel, generally located on 163rd Avenue between Planada Lane and Grand Avenue.

Background:

December 7, 2021: The City Council approved a General Plan Amendment to change the land use designation from Commerce and Office to Neighborhood Character Area under Resolution #2021-175 and case FS21-251.

March 1, 2022: The City Council approved Ordinance #2022-03 to rezone the subject property from Rural Residential (RR) to Residential Low Density (R-1) under case FS21-513.

November 30, 2023: Staff reviewed the subject request at a Concept Review meeting under CR23-0974.

January 31, 2024: The applicant filed the subject request under Case FS24-0119.

April 30, 2024: The applicant held a Neighborhood Outreach meeting in-person for this request at the Asante Preparatory Academy.

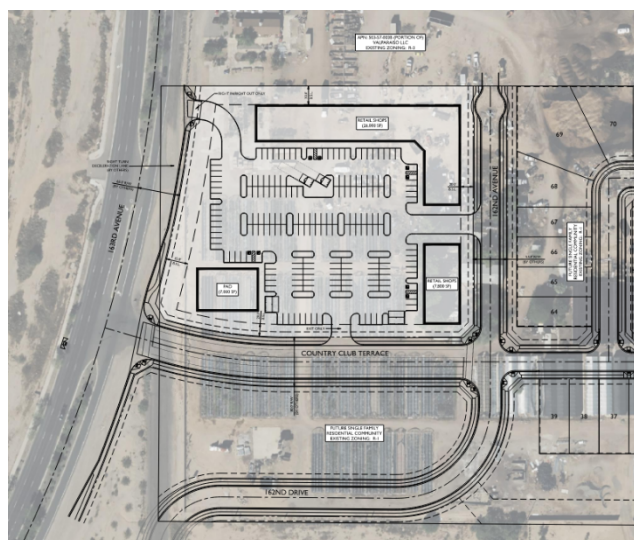
Neighborhood Meeting Summary:

The site was posted on April 15, 2024, to alert interested citizens and stakeholders of the meeting. An outreach meeting was held in-person at the Asante Preparation Academy on April 30, 2024. Approximately seven (7) residents participated in the meeting. The applicant answered questions regarding the traffic on 163rd Avenue and surrounding infrastructure.

A summary of the outreach meeting is provided in the attached Citizen Participation Report.

Analysis and Discussion:

Gilbert Blilie, PLLC, representing the property owner, requests a Zone Change from Residential Low Density (R-1) to Community Commercial (C-2) for an approximately 5.34-acre undeveloped parcel, generally located on 163rd Avenue between Planada Lane and Grand Avenue.



June 18, 2024

City Council

Case: FS24-0119

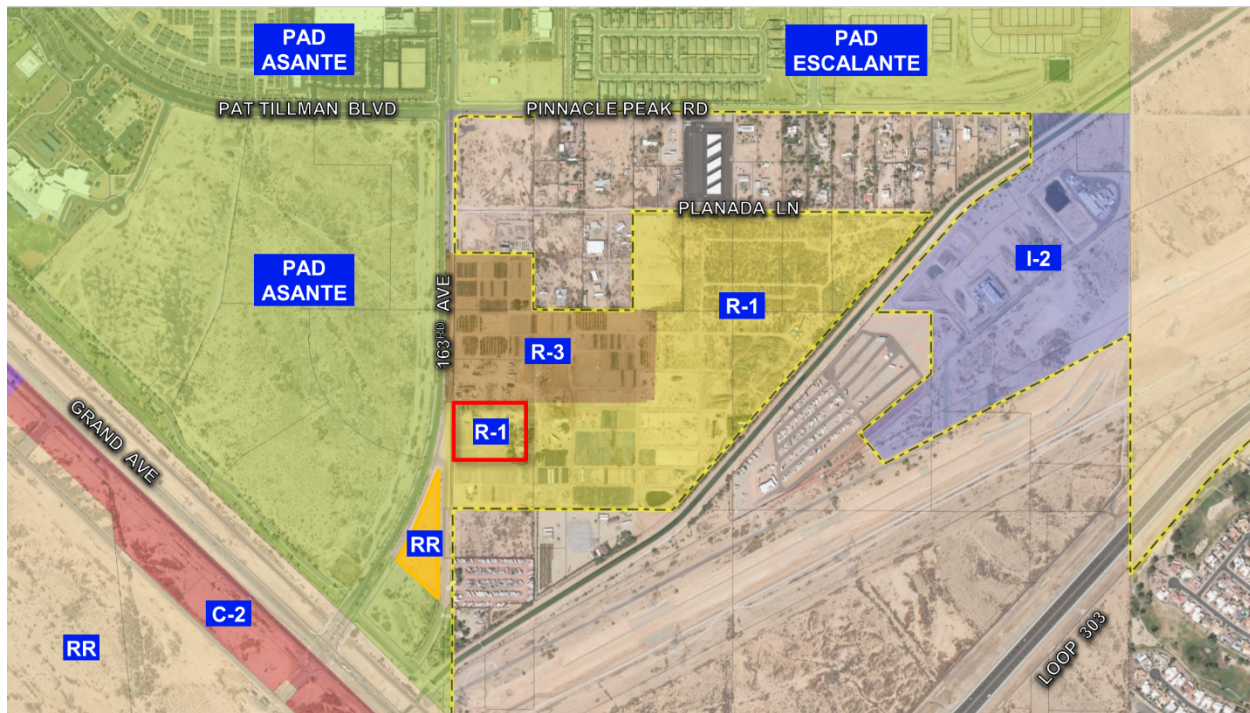
Sunrise Nursery 5-Acre Site - Rezone

Page 2 of 7

The development of the project site is subject to review in which the site design, architecture, parking, setbacks, and landscaping will be reviewed in accordance with the requirements prescribed by the City's LDO requirements and the adopted Planning and Engineering Design Standards (PEDS). The table below reflects the current LDO requirements for the C-2 zoning district.

Table 106-6a - Commercial Zoning Districts				
	C-0	C-1	C-2	C-3
Minimum Lot Area (sf)	12,000	12,000	18,000	90,000 ¹
Min. Setback to Arterial ROW	35	35	35 ^{5,6}	35 ^{5,6}
Min. Setback to Collector and Local ROW (ft)	15	20	20 ^{5,6}	20 ^{5,6}
Min. Setback Adjacent to Residential Zoning (ft)	20	20	30 ^{5,6}	45 ^{5,6}
Min. Setback Adjacent to Non-Residential Zoning (ft)	15	15	15 ^{5,6}	15 ^{5,6}
Max. Bldg. Height (ft)	30	35 ²	40 ²	45 ²
Max. size per use/tenant (sf) ³	5,000	5,000	45,000	No limit
Max size per Commerce center (ac) ⁴	10	10	20	No limit
Notes: 1. Minimum lot area may be reduced to eighteen thousand square feet (18,000 sf) for pad sites within a commerce center with a minimum size of ninety thousand square feet (90,000 sf) 2. The height of any structure, or portions thereof, shall not exceed thirty feet (30') in height measured at the setback line when adjacent to Rural Residential (RR), Residential Low Density (R-1), and Residential Medium Density (R-2) zoning. The height increase at a ratio of one foot vertical for every one foot horizontal (1':1') as measured relative to the property line to a maximum height equal to the zoning district 3. Area combines the total square footage of the use, which may include but is not limited to the gross floor areas of the building, outdoor activities and dining areas (when allowed), storage areas, and all display or sales areas 4. Contain uses designed around common circulation, parking, and pedestrian connectivity, including but not limited to shared access or access easements 5. Projects designed as commerce center will comply with overall development standards regarding perimeter setbacks from abutting developments. 6. Pad sites within a commerce center may have reduced setbacks along boundaries internal to the master site plan if the whole development complies with parking and landscaping regulations. Approval by the Community Development Director or designee is required.				

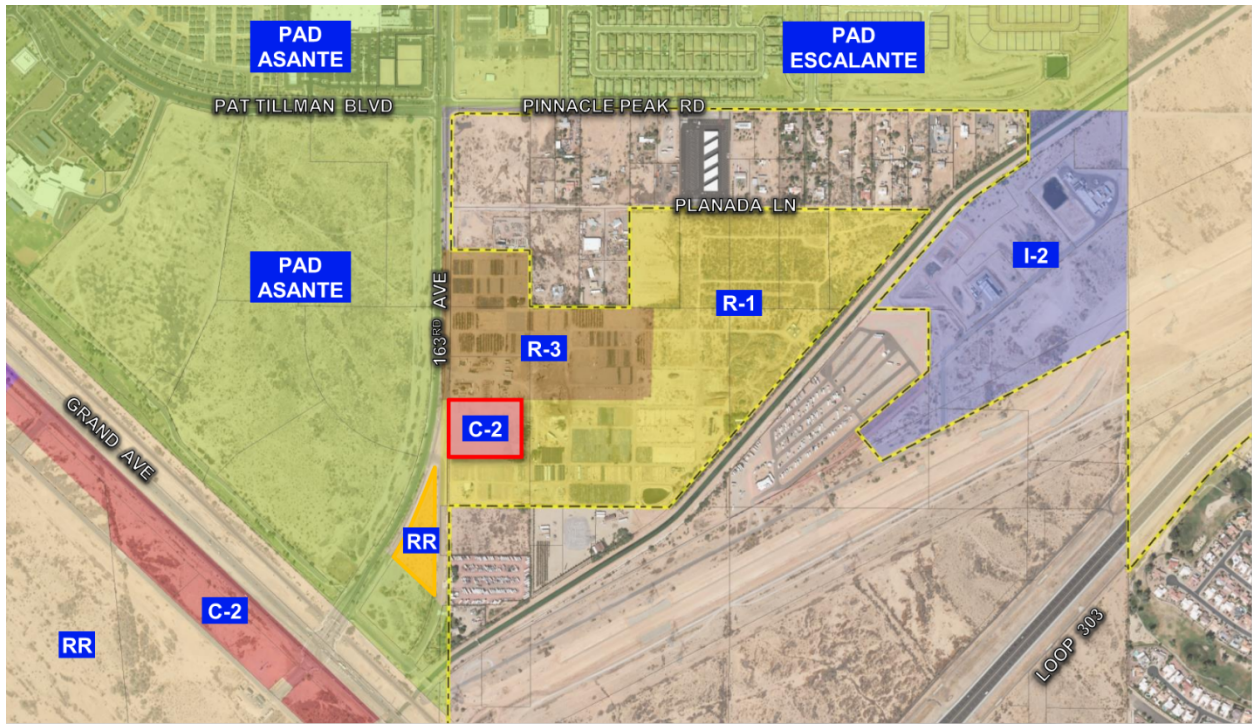
Existing Zoning



PAD – Asante	Residential Medium Density (R-3)	Residential Medium Density (R-3)
PAD – Asante	Residential Low Density (R-1)	Residential Low Density (R-1)
Rural Residential (RR)	Residential Low Density (R-1)	Residential Low Density (R-1)

Proposed Zoning

June 18, 2024
City Council
Case: FS24-0119
Sunrise Nursery 5-Acre Site - Rezone
Page 4 of 7



PAD – Asante	Residential Medium Density (R-3)	Residential Medium Density (R-3)
PAD – Asante	Community Commercial (C-2)	Residential Low Density (R-1)
Rural Residential (RR)	Residential Low Density (R-1)	Residential Low Density (R-1)

80
81

82 **Utility and Services Table:**

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Schools:	Dysart Unified School District

83 **Conformance with Adopted Plans:**

84 **Surprise General Plan 2035:** The Surprise General Plan
85 2035 shows the subject property as lying within the Neighborhood Character Area and the
86 Transit Oriented Development (TOD) Sub Character area. The proposed development
87 adheres to the General Plan Development Guidelines common to all Community Commercial
88 types. The Neighborhood Character Area supports commercial developments near
89 residential neighborhoods that utilize connected street and trail networks to encourage
90 pedestrian and bicycle travel between uses and minimize the need for motor vehicle trips.
91 In addition, the project adheres to the design guidelines of the character area, which
92 allows for regional commercial and commercial office development, and encourages non-
93 residential development to occur near primary roadways or oriented towards arterial
94 corridors.

95
96 **Reviewing Agencies:**

97 In addition to the standard city reviewing agencies, Maricopa Water District and Luke AFB
98 were included in the routing of this request. These agencies indicated no objections to the
99 request.

100
101 **Summary:**

102 The proposed Zone Change request is for the development of a future commercial
103 development. The project is consistent with the manner and intent of the Surprise Municipal
104 Code and Surprise General Plan 2035. If approved, the site will be developed in accordance
105 with the requirements of the City of Surprise.

106
107 **Findings:**

- 108 • The proposed Zone Change is consistent with the Surprise General Plan 2035.
- 109 • The project is consistent with the Surprise Municipal Codes.
- 110 • The reviewing agencies have indicated no objections to the request.

111
112 **Recommendation:**

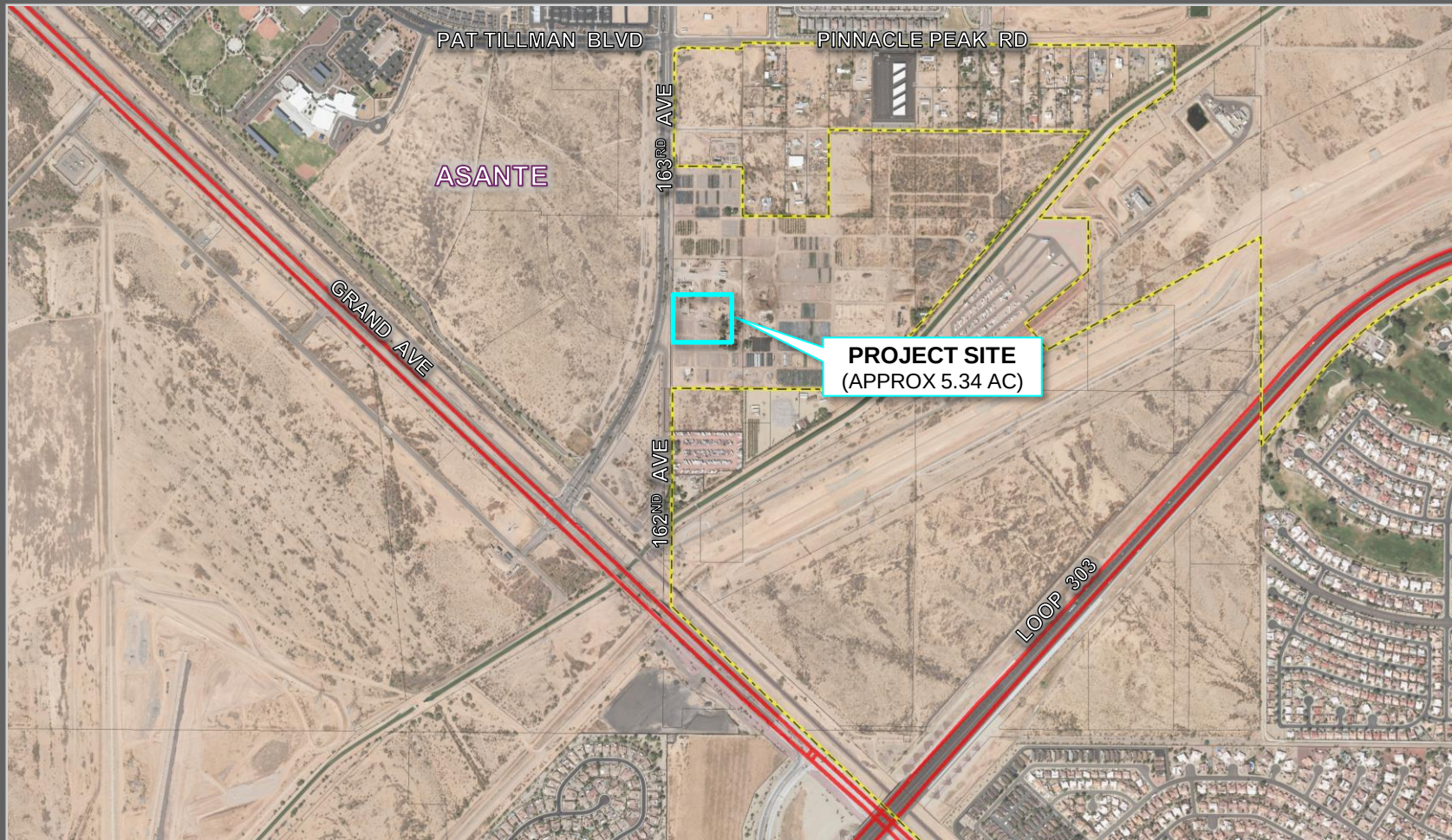
113 As of the writing of this staff report, the Planning & Zoning Commission has not yet provided
114 a recommendation. This item is scheduled to be heard by the Commission on June 6, 2024.
115 Their recommendation will be incorporated into the presentation to the City Council. Staff
116 recommended stipulations 'a' through 'c' as outlined below:

- 118 a. Development and use of the site shall be consistent with the Rezone Document
119 entitled "Sunrise Nursery Proposed Zone Change to C-2," dated March 26, 2024.
120
121 b. The subject Rezone is conditioned upon the approval and recordation of a Final Plat.
122
123 c. Non-compliance with the stipulations of approval of this case will be treated as a
124 violation in accordance with the applicable provisions of the Surprise Municipal Code.
125

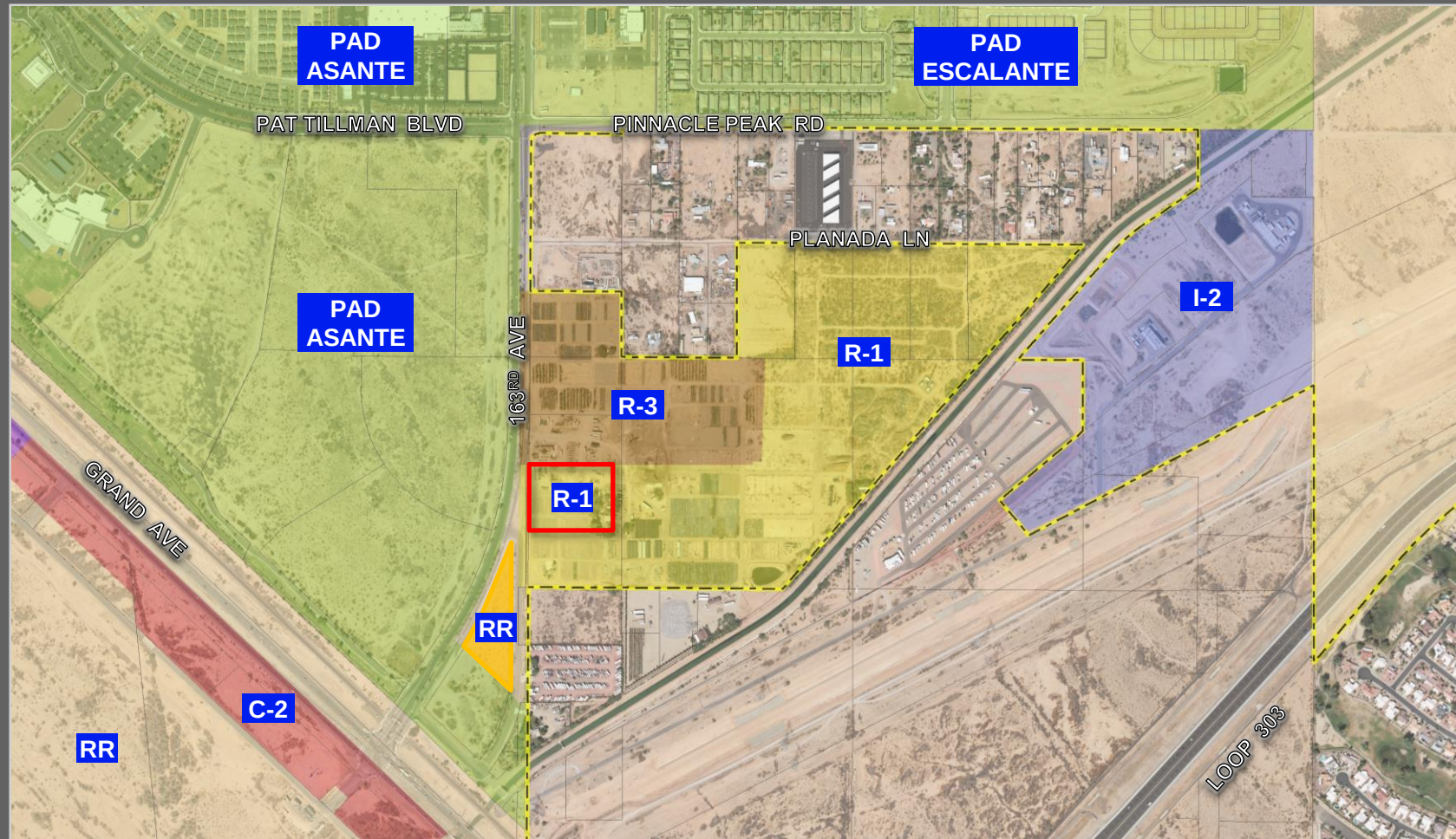
126 However, should the Council wish to **deny** the request, the Council should make its own
127 findings and base its decision on those alternative findings.
128

129 **Attachments:**

130 01 Vicinity Map
131 02 Existing Zoning Map
132 03 Proposed Zoning Map
133 04 Rezone Document
134 05 Citizen Participation Report - REDACTED
135 06 Affidavit of Posting
136 07 Ordinance 2024-20
137 PPT



FS24-0119 VICINITY MAP



FS24-0119 EXISTING ZONING

PAD
ASANTE

PAD
ESCALANTE

PAT TILLMAN BLVD

PINNACLE PEAK RD

PLANADA LN

PAD
ASANTE

I-2

R-1

R-3

C-2

RR

C-2

RR

163RD AVE

GRAND AVE

LOOP 303

FS24-0119 PROPOSED ZONING

Sunrise Nursery
Proposed Zone Change to C-2
163rd Ave Between Planada Ln and Grand Ave

Rezone Document

Case #: FS24-0119

First Submittal: January 31, 2024

Second Submittal: March 26, 2024

Development Team

Owner and Developer

Valparaiso LLC

22345 N 163rd Ave

Surprise, AZ 85387

Contact: Olinda Aguirre, Saul Carranza

623-556-7748

oaguirre@sunrisenurseryllc.com

scarranza@sunrisetreefarm.com

Engineering

EPS Group, Inc.

1130 N Alma School Rd, Ste 120

Mesa, AZ 85201

Contact: David Hughes

480-503-2250

david.hughes@epsgroupinc.com

Legal Counsel

Gilbert Blilie, PLLC

701 N. 44th St

Phoenix, AZ 85008

Contact: Jeff Blilie, Marcela Mora-Yatko

480-429-3044

Mmora-yatko@gilbertblilie.com

Table of Contents

1. Subject Site Location.....	4
2. Description of Request.....	4
3. Current Zoning and History	4
4. Proposed Zoning.....	4
5. Compatibility with General Plan Designations	4
6. Legal Description	4

Exhibits

Exhibit A Location Map of Site.....	5
Exhibit B Existing Zoning Map.....	6
Exhibit C Proposed Zoning Map.....	7
Exhibit D General Plan Designation.....	8
Exhibit E Legal Description	9

1. Subject Site Location

The subject site is generally located on 163rd Avenue, between Planada Lane and Grand Avenue, from Residential Low Density (R-1) to Community Commercial (C-2). This site is a 5.34-acre portion of a parcel assigned APN: 503-57-003B. The parcel is shown as Exhibit A.

2. Description of Request

A zone change is being requested for the 5.34-acre portion of parcel 503-57-003B from Residential Low Density (R-1) to Community Commercial (C-2). The purpose of this proposed rezone is to provide commercial uses to support the future surrounding residential neighborhood.

The site is currently vacant and undeveloped. The site is part of a larger area that will be undergoing a separate preliminary plat amendment application.

3. Current Zoning and History

The current zoning is Residential Low Density (R-1). The parcel was part of a zone change case, which was approved through Ordinance #2022-03, in which the site was zoned to R-1. The existing zoning is shown in Exhibit B.

4. Proposed Zoning

The proposed zoning is C-2 to allow for commercial uses. Exhibit C shows the proposed rezone area.

5. Compatibility with General Plan Designations

The General Plan Land Use Map designation for this site is Neighborhood through Resolution #2021-175. The designated land use is shown in Exhibit D. The Neighborhood land use category supports neighborhood and community commercial uses, which would make this proposed zone change consistent with the 2035 General Plan land use plan. The commercial development in this area will be consistent with the following goal and policy from the 2035 General Plan:

Economic Development Element

Goal 1: Sustainable Business: Strengthen Surprise as a center for sustainable business and commerce.

Policy 4. City of Surprise will promote future development plans that provide opportunities for residents to engage in public activities locally through neighborhood-scale retail and housing developments; enhanced greenspace and recreation opportunities; enhanced transportation options for the community, including improved pedestrian and bicycle infrastructure; and the connection of the city through streetscape corridors.

6. Legal Description

The legal description of the subject site is shown as Exhibit E.

Exhibit A
Location Map of Site



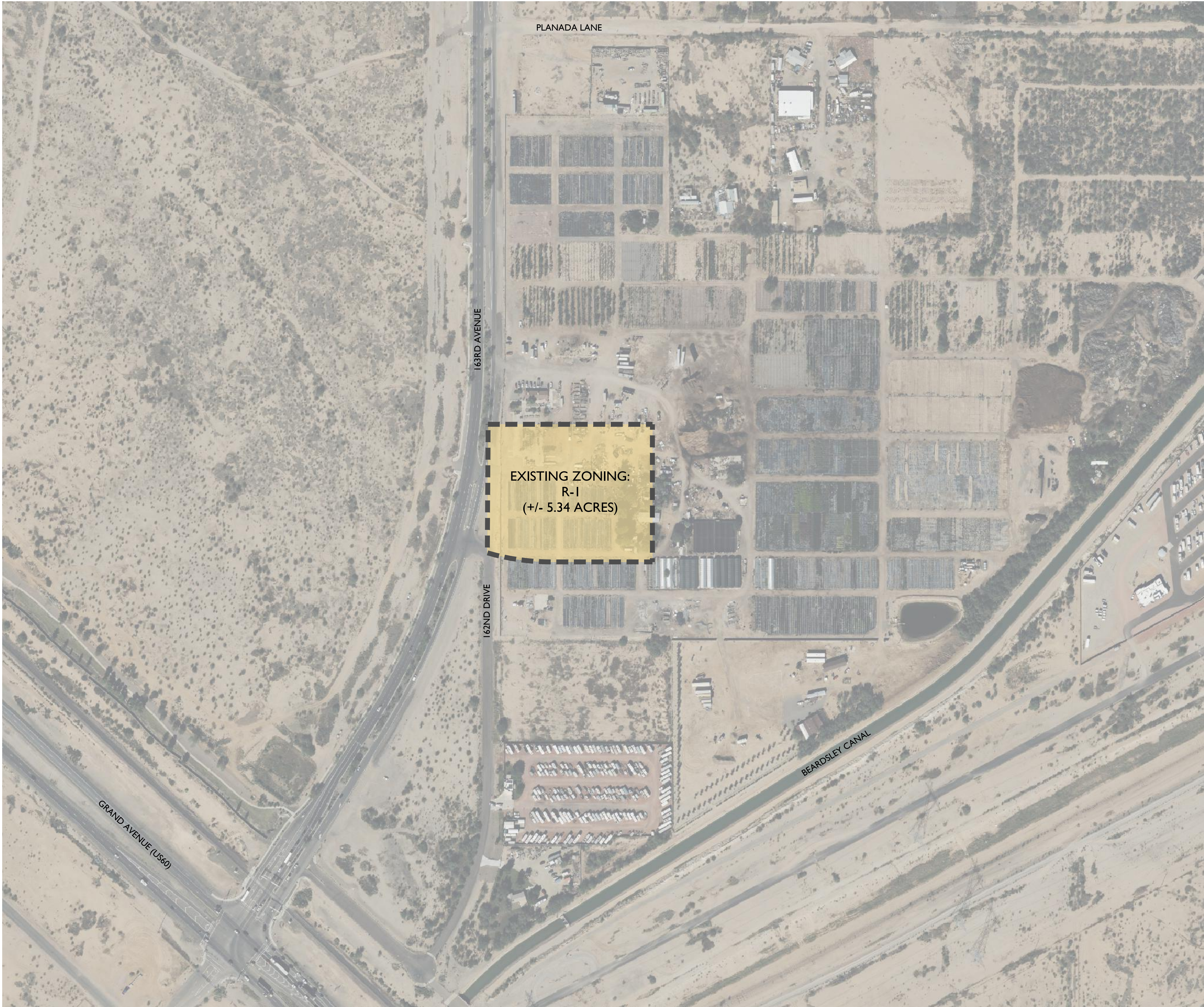
Exhibit B

Existing Zoning Map

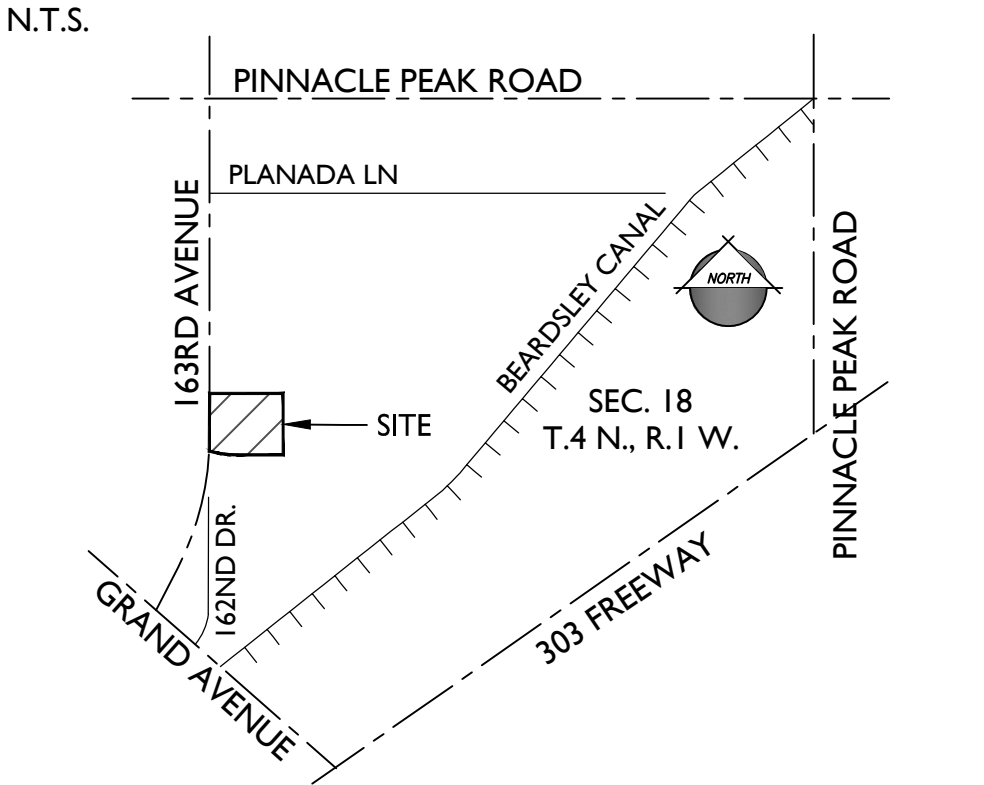
21-0187 - Sunrise Nursery 5-Acre Zone Change

Jan 30, 2024 11:14am S:\Projects\2021\21-0187\Planning\Drawings\Entitlements\21-0187 - Existing Zoning (Commerical).dwg

dhughes



VICINITY MAP



PROJECT TEAM

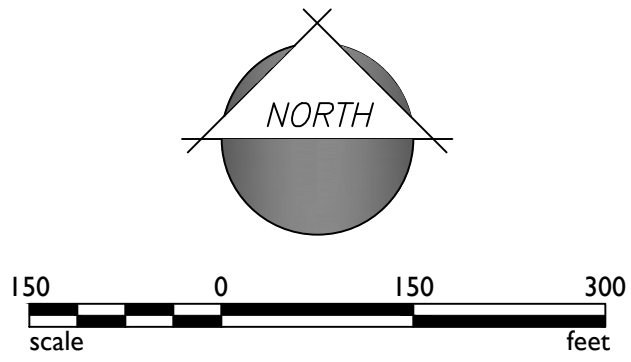
PROPERTY OWNER:
VALPARAISO LLC
CAMPANIA LLC
22435 N 163RD AVENUE
SURPRISE, AZ 85387
TEL: 602-628-7840
CONTACT: THE LAND AGENCY
c/o PAUL LAFFERTY
email: patty@ltaaz.com

PLANNING & ENGINEERING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., STE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: DAVID HUGHES
email: david.hughes@epsgroupinc.com

LAND USE ATTORNEY:
BEUS GILBERT
701 N 44TH ST
PHOENIX, AZ 85008
TEL: 480-429-3000
CONTACT: JEFFREY BLILIE
email: jblilie@beusgilbert.com

PROJECT DATA

APN(s):	503-57-003B (PORTION OF)
EXISTING GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	R-1
PROPOSED ZONING:	C-2
SITE ACREAGE:	5.34 GROSS ACRES / 232,554 SQUARE FEET



1130 N. Alma School Road, Suite 120
Mesa, AZ 85210
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Project:

Sunrise Nursery 5-Acre Zone Change

Revisions:

JANUARY 26, 2024 - 1ST REZONE SUB.

Call at least two full working days before you begin execution.

800.441.8111 or 1.800.875.8111 (TOLL FREE)
In Maricopa County: (602)263-1100

Designer: JH
Drawn by: NG

Preliminary
Not For
Construction
Or
Recording

Job No.
21-0187

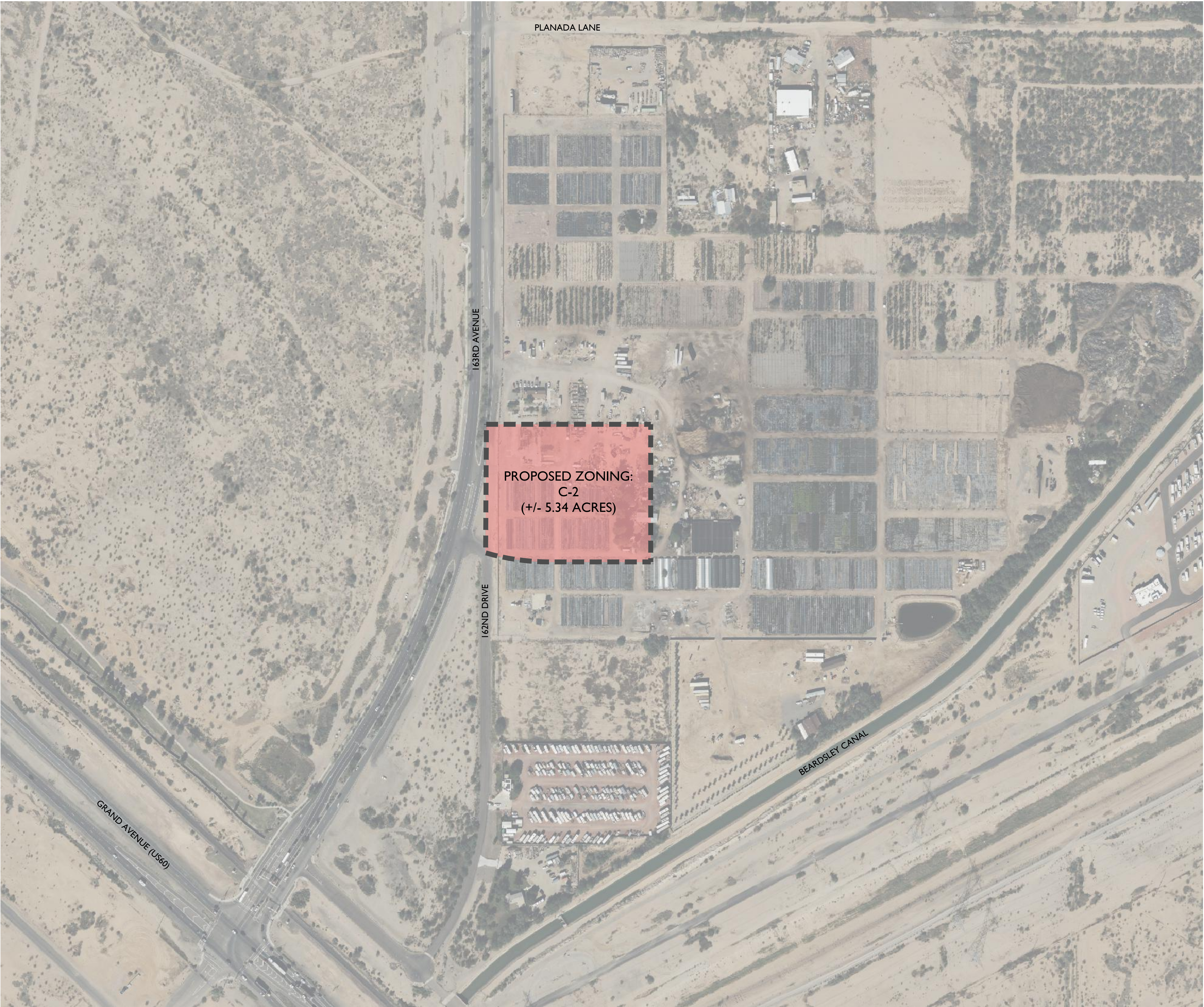
EZ01

Sheet No.
1
of 1

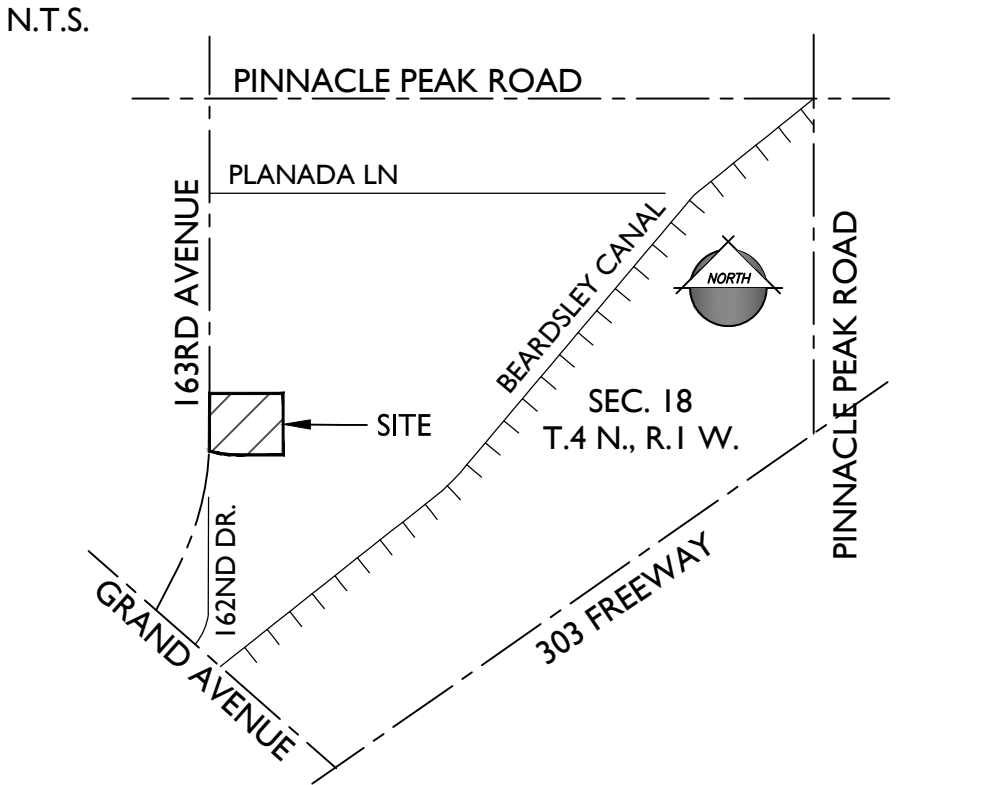
Exhibit C

Proposed Zoning Map

21-0187 - Sunrise Nursery 5-Acre Zone Change



VICINITY MAP



PROJECT TEAM

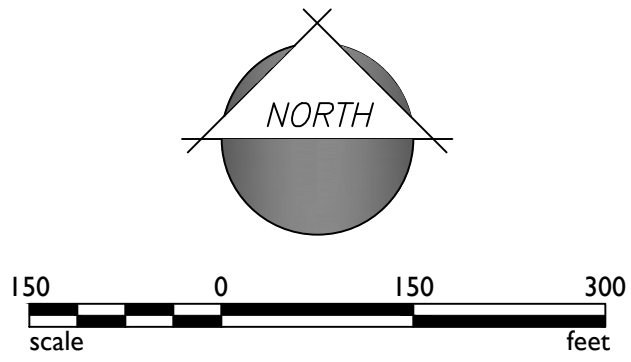
PROPERTY OWNER:
VALPARAISO LLC
CAMPANIA LLC
22435 N 163RD AVENUE
SURPRISE, AZ 85387
TEL: 602-628-7840
CONTACT: THE LAND AGENCY
c/o PAUL LAFFERTY
email: patty@tlaz.com

PLANNING & ENGINEERING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., STE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: DAVID HUGHES
email: david.hughes@epsgroupinc.com

LAND USE ATTORNEY:
BEUS GILBERT
701 N 44TH ST
PHOENIX, AZ 85008
TEL: 480-429-3000
CONTACT: JEFFREY BLILIE
email: jblilie@beusgilbert.com

PROJECT DATA

APN(s):	503-57-003B (PORTION OF)
EXISTING GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	R-1
PROPOSED ZONING:	C-2
SITE ACREAGE:	5.34 GROSS ACRES / 232,554 SQUARE FEET



1130 N. Alma School Road, Suite 120
Mesa, AZ 85210
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Project:

Sunrise Nursery 5-Acre Zone Change

Revisions:

ARIZONA

800

Call 811 or 1-800-875-ARIZONA (274-7264)
in Maricopa County: (602)263-1100

Designer: JH
Drawn by: NG

Preliminary
Not For
Construction
Or
Recording

Job No.
21-0187

PZ01

Sheet No.
1
of 1

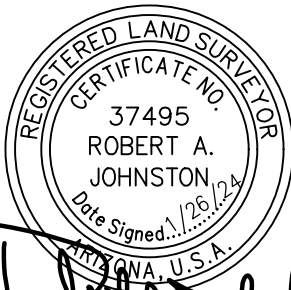
Page 412 of 692

General Plan Land Use Map



Exhibit E

Legal Description



**Legal Description
Sunrise Nursery
Commercial Parcel**

Job No. 21-0187

January 26, 2024

A portion of the North Half of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County Arizona, more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 18, being marked by a 2-3/4" Maricopa County Highway Department brass cap in handhole, from which the Northwest Corner of said Section 18, being marked by a 3" City of Surprise brass cap flush, bears North 0 degrees 21 minutes 23 seconds East, 2,633.85 feet (**BASIS OF BEARING**);

Thence, along the West Line of the Northeast quarter of said section 18, North 0 degrees 21 minutes 23 seconds East, 285.08 feet to the **POINT OF BEGINNING**;

Thence, continuing along the West Line North 00 Degrees 21 Minutes 23 Seconds East, 413.50 feet;

Thence, Leaving said West Line South 89 Degrees 59 Minutes 35 Seconds East, 528.45 feet;

Thence, South 00 Degrees 00 Minutes 00 Seconds East, 442.60 feet;

Thence, North 90 Degrees 00 Minutes 00 Seconds West, 327.55 feet, to the beginning of a tangent curve, concave to the North, having a radius of 724.00 feet;

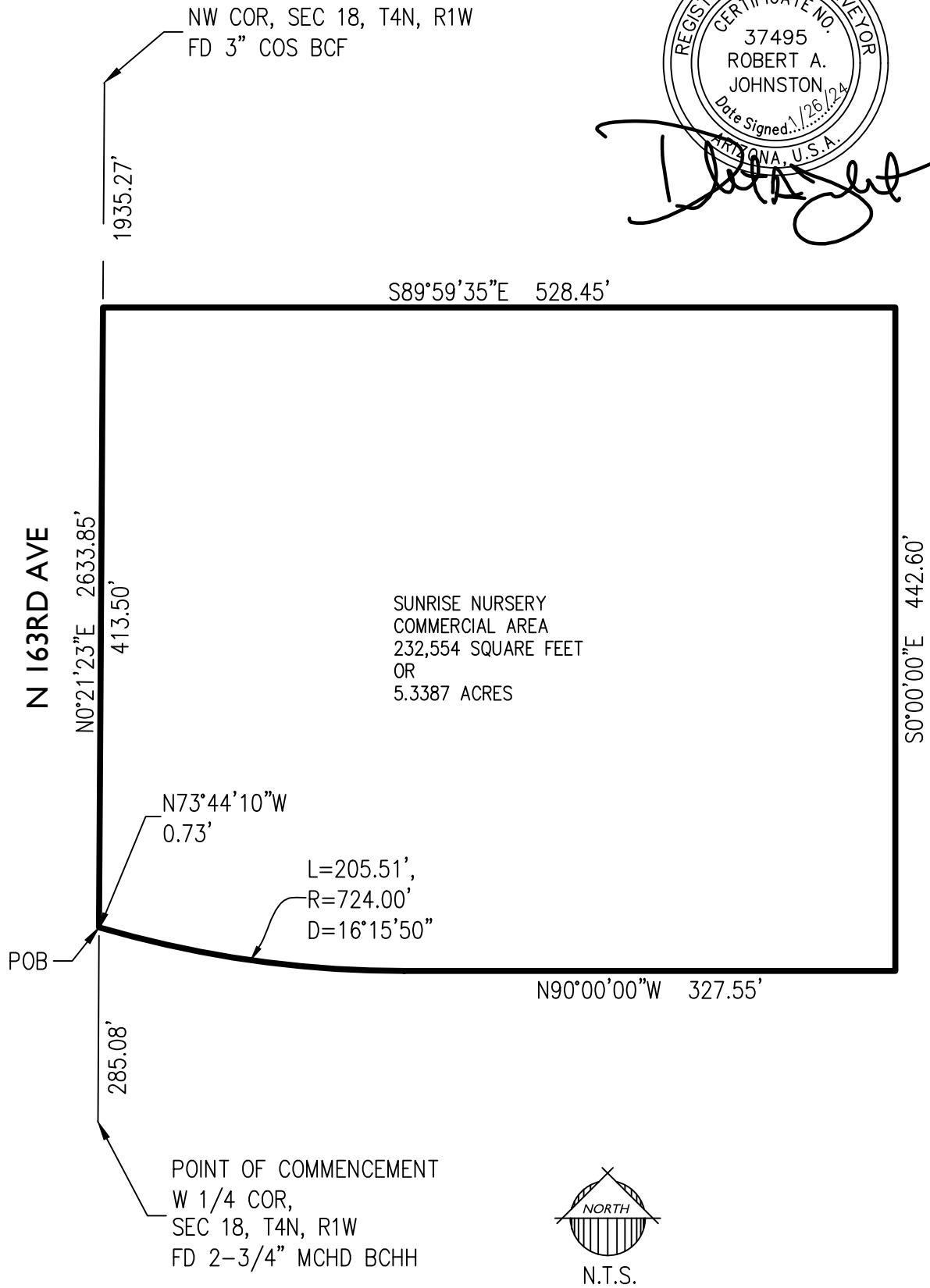
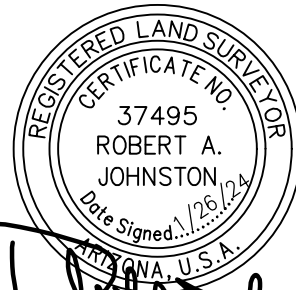
Thence, Westerly along said curve, through a central angle of 16 Degrees 15 Minutes 50 Seconds, and an arc length of 205.51 feet to a tangent line;

Thence, North 73 Degrees 44 Minutes 10 Seconds West, 0.73 feet, to the **POINT OF BEGINNING**.

Said portion of land containing **232,554** square feet, or **5.3387** acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.

Jan 30, 2024 10:51am S:\Projects\2021\21-0187\Land Survey\Legals\21-0187 Commercial LD & E\21-0187 Commercial Exhibit.dwg
knechero



21-0187

SUNRISE NURSERY
COMMERCIAL PARCEL

EXHIBIT A



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

Sunrise Nursery Zone Change to C-2

163rd Ave Between Planada Ln and Grand Ave

Citizen Participation Report

Case #: FS24-0119

Methods of Outreach

Neighborhood Meeting

A neighborhood meeting was held on April 30, 2024, at the Asante Preparatory Academy, Media Center, 23251 N 166th Drive, at 6:00 p.m. There were seven participants presented, as listed on the sign in sheet, Appendix A. At this meeting, the application presented the conceptual site plan for the rezone, included herein as Appendix B, and discussed the rezone application. The applicant discussed the zoning history of the site, the related re-platting process, access into the site, and next steps regarding hearings. The applicant emphasized that there are no commercial developers slated to develop the site at this time.

Notices

The neighborhood meeting was noticed by the applicant via posted signage on the property on April 15, 2024. The affidavit for the sign postings is included as Appendix C. The meeting was also noticed via mail by the City of Surprise.

The signs will be updated when hearing dates are scheduled.

Summary of Concerns

The following is a summary of the main discussion point and concerns expressed during the neighborhood outreach meeting and how the applicant addressed each concern:

163rd Avenue Traffic Signal: Neighbors inquired about the traffic signal on 163rd Avenue. City representatives and the applicant described the ongoing process of infrastructure installation on 163rd Avenue, including the traffic signal, as it relates to the approved bond, and the future timing for activating the light once traffic is warranted.

163rd Avenue Lanes: Neighbors expressed concerns with traffic volumes on 163rd Avenue. The applicant described access into the commercial site, which will include a deceleration lane for a right turn into the site, thereby not impacting the traffic on 163rd Avenue. The applicant and City representatives also described the plans for 163rd Avenue, which include three lanes in each direction, separated by a median, and deceleration lanes for turning movements.

Surrounding Infrastructure: Neighbors asked for clarification of the retention area located south of Country Club Terrace, as well as a description of Country Club Terrace coming off 163rd Avenue. The applicant described the City's process for building Country Club Terrace up to 162nd Avenue and explained that the residential developer will complete the internal roads behind the commercial site.

Other discussions were had about local traffic concerns, including traffic on Pinnacle Peak and Happy Valley Road. The general sentiment from the neighbors was that the commercial rezone would be beneficial to this area.

Appendix A
Neighborhood Meeting Sign in Sheet

Neighborhood Meeting
Sign-In Sheet
FS24-0119

Tuesday, April 30, 2024, 6:00 p.m.

Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

This Sign-In Sheet is a Public Record

PLEASE PRINT

Name	Email	Address
MARVIN McCORMICK		
Carey + Lauren Morgan		

Neighborhood Meeting
Sign-In Sheet
FS24-0119

Tuesday, April 30, 2024, 6:00 p.m.

Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

This Sign-In Sheet is a Public Record

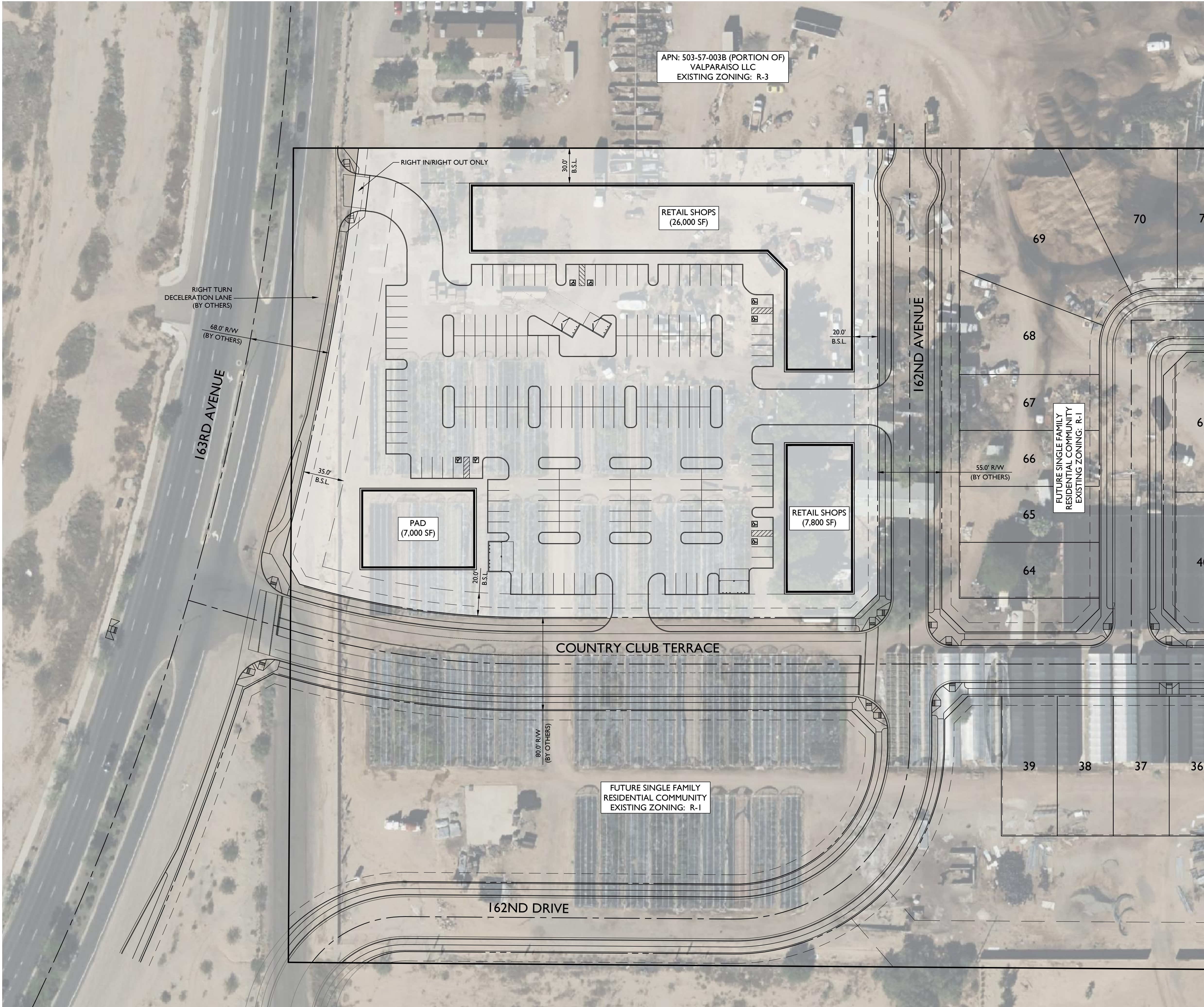
PLEASE PRINT

Name	Email	Address
Larry Hancock		
Lisa Everett		
Kevin Perry		
Vadi Abruzzese		

Appendix B
Neighborhood Meeting Exhibit

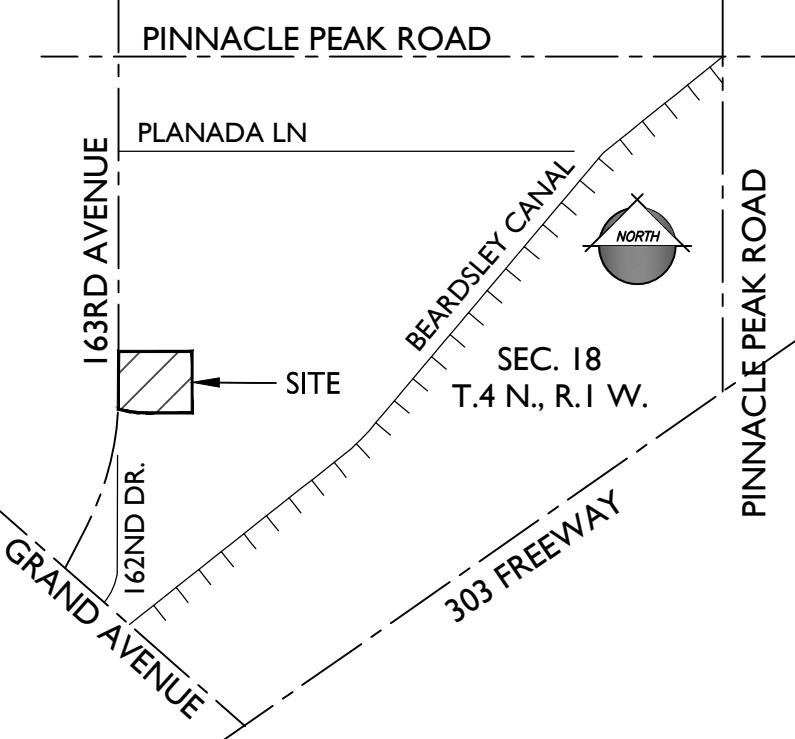
21-0187 - Sunrise Nursery 5-Acre Zone Change

dhughes Jan 30, 2024 4:07pm S:\Projects\2021\21-0187\Planning\Drawings\Entitlements\21-0187 - Commercial Site Plan.dwg



VICINITY MAP

N.T.S.



PROJECT TEAM

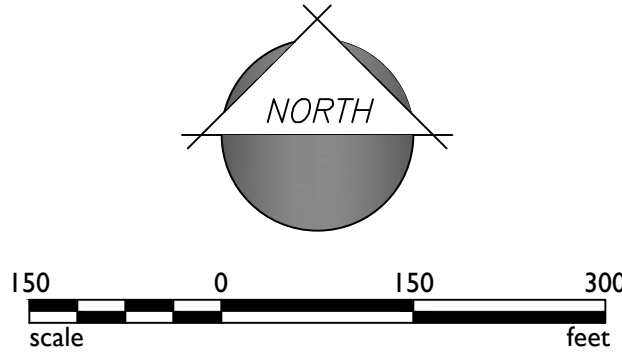
PROPERTY OWNER:
VALPARAISO LLC
CAMPANIA LLC
22435 N 163RD AVENUE
SURPRISE, AZ 85387
TEL: 602-628-7840
CONTACT: THE LAND AGENCY
c/o PAUL LAFFERTY
email: patty@ltaaz.com

PLANNING & ENGINEERING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., STE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: DAVID HUGHES
email: david.hughes@epsgruoinc.com

LAND USE ATTORNEY:
BEUS GILBERT
701 N 44TH ST
PHOENIX, AZ 85008
TEL: 480-429-3000
CONTACT: JEFFREY BLILIE
email: jblilie@beusgilbert.com

PROJECT DATA

APN(s):	503-57-003B (PORTION OF)
EXISTING GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	R-1
PROPOSED ZONING:	C-2
GROSS AREA:	5.34 ACRES (232,554 SF)
NET AREA:	4.35 ACRES (189,631 SF)
GROSS BUILDING AREA	40,800 SF
BUILDING COVERAGE	21.5% OF NET AREA
PARKING REQUIRED	102 SPACES (1 SPACE PER 400 SF)
PARKING PROVIDED	193 SPACES (8 ADA)



1130 N. Alma School Road, Suite120
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project:

Sunrise Nursery 5-Acre Zone Change

Revisions:

Call at least two full working days
before you begin excavation.

811 or 1-800-875-8282
In Maricopa County: (602)263-1100

Designer: JH
Drawn by: NG

Preliminary
Not For
Construction
Or
Recording

Job No.
21-0187

SP01

Sheet No.
1
of 1

Appendix C
Sign Posting Affidavit

AFFIDAVIT OF POSTING

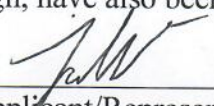
Application No: FS24-0119
Applicant Name: GILBERT BLILIE PLLC
Location: S of SEC Planada Ln & 163rd Ave
Date Site Posted: 04/15/24

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

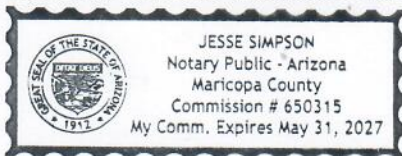
Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on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

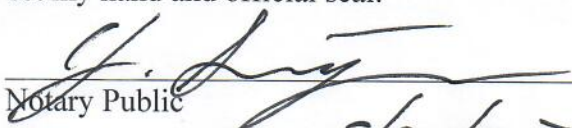
It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

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

 4/15/24
Applicant/Representative Signature Date

This instrument was acknowledged before me on 04/15/24, by Tyler Walker. I witness whereof I hereunto set my hand and official seal.




Notary Public 5/31/27
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: April 30, 2024

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr,
Surprise, AZ 85387

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

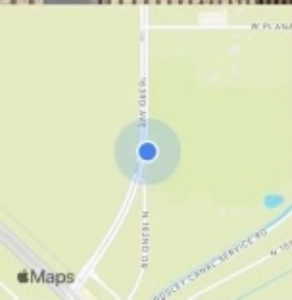
Surprise Case #: FS24-0119

Request: Rezone from R-1 to C-2 for commercial development



Please call to confirm dates: 623-222-3011

www.Surpriseaz.gov



Apr 15, 2024 at 9:45:43 AM
22439 163rd Ave
Surprise AZ 85387
United States

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: April 30, 2024

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr,
Surprise, AZ 85387

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

Time: 6:00 P.M.

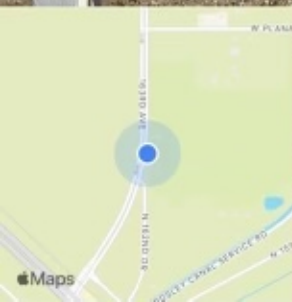
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0119

Request: Rezone from R-1 to C-2 for commercial development



Please call to confirm dates: 623-222-3011 www.Surpriseaz.gov



Apr 15, 2024 at 9:45:32 AM
22439 163rd Ave
Surprise AZ 85387
United States

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: April 30, 2024Time: 6:00 P.M.

Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr,
Surprise, AZ 85387

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0119

Request: Rezone from R-1 to C-2 for commercial development



Please call to confirm dates: 623-222-3011 www.Surpriseaz.gov

Apr 15, 2024 at 10:06:15 AM
22301-22441 163rd Ave
Surprise AZ 85387

Page 427 of 692



Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: April 30, 2024

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr,
Surprise, AZ 85387

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0119

Request: Rezone from R-1 to C-2 for commercial development



Please call to confirm dates: 623-222-3011 www.Surpriseaz.gov

Apr 15, 2024 at 10:06:06 AM
22301-22441 163rd Ave
Surprise AZ 85387
United States



AFFIDAVIT OF POSTING

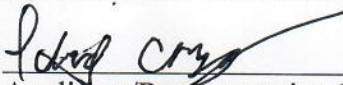
Application No: FS24-0119
Applicant Name: GILBERT BLILIE PLLC
Location: S of SEC Planada Ln & 163rd Ave
Date Site Posted: 05/09/24

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

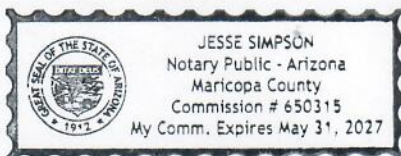
Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on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

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

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

 5/10/2024
Applicant/Representative Signature Date

This instrument was acknowledged before me on 05/09/24, by Patrick Anspaugh. I witness whereof I hereunto set my hand and official seal.




Notary Public
5/31/27
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: April 30, 2024

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr,
Surprise, AZ 85387

Planning & Zoning

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: June 18, 2024

Time: 6:00 P.M.

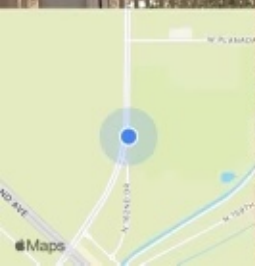
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0119

Request: Rezone from R-1 to C-2 for commercial development



Please call to confirm dates: 623-222-3011 www.Surpriseaz.gov



May 10, 2024 at 11:13 AM
22439 163rd Ave
Surprise, AZ 85387
Page 430 of 692
United States

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: April 30, 2024

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr,
Surprise, AZ 85387

Planning & Zoning

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

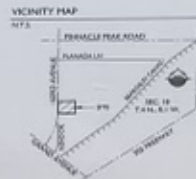
Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0119

Request: Rezone from R-1 to C-2 for commercial development



Please call to confirm dates: 623-222-3011 www.Surpriseaz.gov



May 10, 2024 at 11:13 AM
22439 163rd Ave
Surprise, AZ 85387
Page 431 of 692
United States

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: April 30, 2024

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr,
Surprise, AZ 85387

Planning & Zoning

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0119

Request: Rezone from R-1 to C-2 for commercial development



Please call to confirm dates: 623-222-3011 www.Surpriseaz.gov



May 10, 2024 at 11:14 AM
22301-22441 163rd Ave
Surprise AZ 85387
United States

Notice of Public Hearing

City of Surprise

Neighborhood Meeting

Date: April 30, 2024

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr,
Surprise, AZ 85387

Planning & Zoning

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0119

Request: Rezone from R-1 to C-2 for commercial development



Please call to confirm dates: 623-222-3011 www.Surpriseaz.gov



May 10, 2024 at 11:14 AM
22301 - 22441 163rd Ave
Surprise, AZ 85387
Page 433 of 692
United States

ORDINANCE # 2024-20

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM RESIDENTIAL LOW DENSITY (R-1) TO COMMUNITY COMMERCIAL (C-2) FOR SUNRISE NURSERY 5-ACRE SITE, GENERALLY LOCATED ON 163RD AVENUE BETWEEN PLANADA LANE AND GRAND AVENUE.

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

WHEREAS, the subject site is located on 163rd Avenue between Planada Lane and Grand Avenue;

WHEREAS, the subject site is approximately 5.34 acres and is currently zoned Residential Low Density (R-1);

WHEREAS, the proposed Rezone to Community Commercial (C-2), satisfies the requirements set forth in the City of Surprise Land Development Ordinance;

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

WHEREAS, on June 6, 2024, the Planning and Zoning Commission recommended that the Sunrise Nursery 5-Acre Site be approved.

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

Section 1. *Rezoning.* The parcel legally described on ***Exhibit A*** and depicted on ***Exhibit B***, known as “Sunrise Nursery 5-Acre Site” is rezoned from Residential Low Density (R-1) to Community Commercial (C-2) subject to the following stipulations:

- a. Development and use of the site shall be consistent with the Rezone document entitled “Sunrise Nursery Proposed Zone Change to C-2” dated March 26, 2024.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

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

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

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

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

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

PASSED AND ADOPTED this _____ day of _____ 2024.

Skip Hall, Mayor

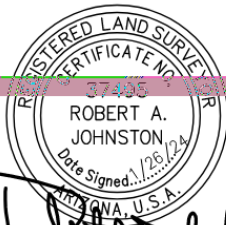
Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF THE SUNRISE NURSERY 5-ACRE SITE



**Legal Description
Sunrise Nursery
Commercial Parcel**

Job No. 21-0187

January 26, 2024

A portion of the North Half of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County Arizona, more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 18, being marked by a 2-3/4" Maricopa County Highway Department brass cap in handhole, from which the Northwest Corner of said Section 18, being marked by a 3" City of Surprise brass cap flush, bears North 0 degrees 21 minutes 23 seconds East, 2,633.85 feet (**BASIS OF BEARING**);

Thence, along the West Line of the Northeast quarter of said section 18, North 0 degrees 21 minutes 23 seconds East, 285.08 feet to the **POINT OF BEGINNING**;

Thence, continuing along the West Line North 00 Degrees 21 Minutes 23 Seconds East, 413.50 feet;

Thence, Leaving said West Line South 89 Degrees 59 Minutes 35 Seconds East, 528.45 feet;

Thence, South 00 Degrees 00 Minutes 00 Seconds East, 442.60 feet;

Thence, North 90 Degrees 00 Minutes 00 Seconds West, 327.55 feet, to the beginning of a tangent curve, concave to the North, having a radius of 724.00 feet;

Thence, Westerly along said curve, through a central angle of 16 Degrees 15 Minutes 50 Seconds, and an arc length of 205.51 feet to a tangent line;

Thence, North 73 Degrees 44 Minutes 10 Seconds West, 0.73 feet, to the **POINT OF BEGINNING**.

Said portion of land containing **232,554** square feet, or **5.3387** acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

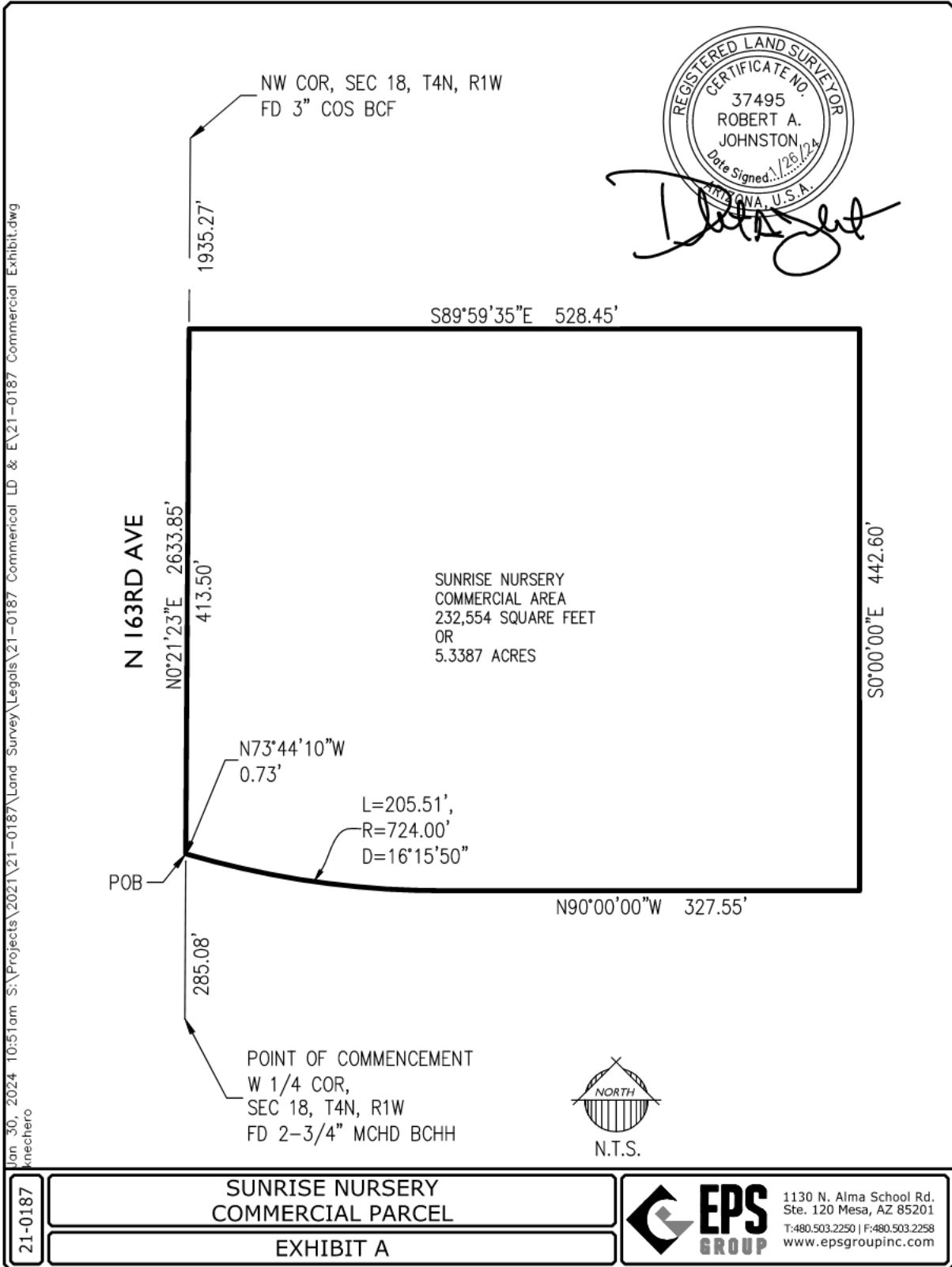
This description shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.

EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2021\21-0187\Land Survey\Legals\21-0187 Commerical LD & E\21-0187 Commercial LD.docx

EXHIBIT B
DEPICTION OF THE SUNRISE NURSERY 5-ACRE SITE

Jan 30, 2024 10:51am S:\Projects\2021\21-0187\Land Survey\Legals\21-0187 Commercial LD & E\21-0187 Commercial Exhibit.dwg
knechero



Ordinance No. 2024-20
RFLS #9456
Rev 06/23



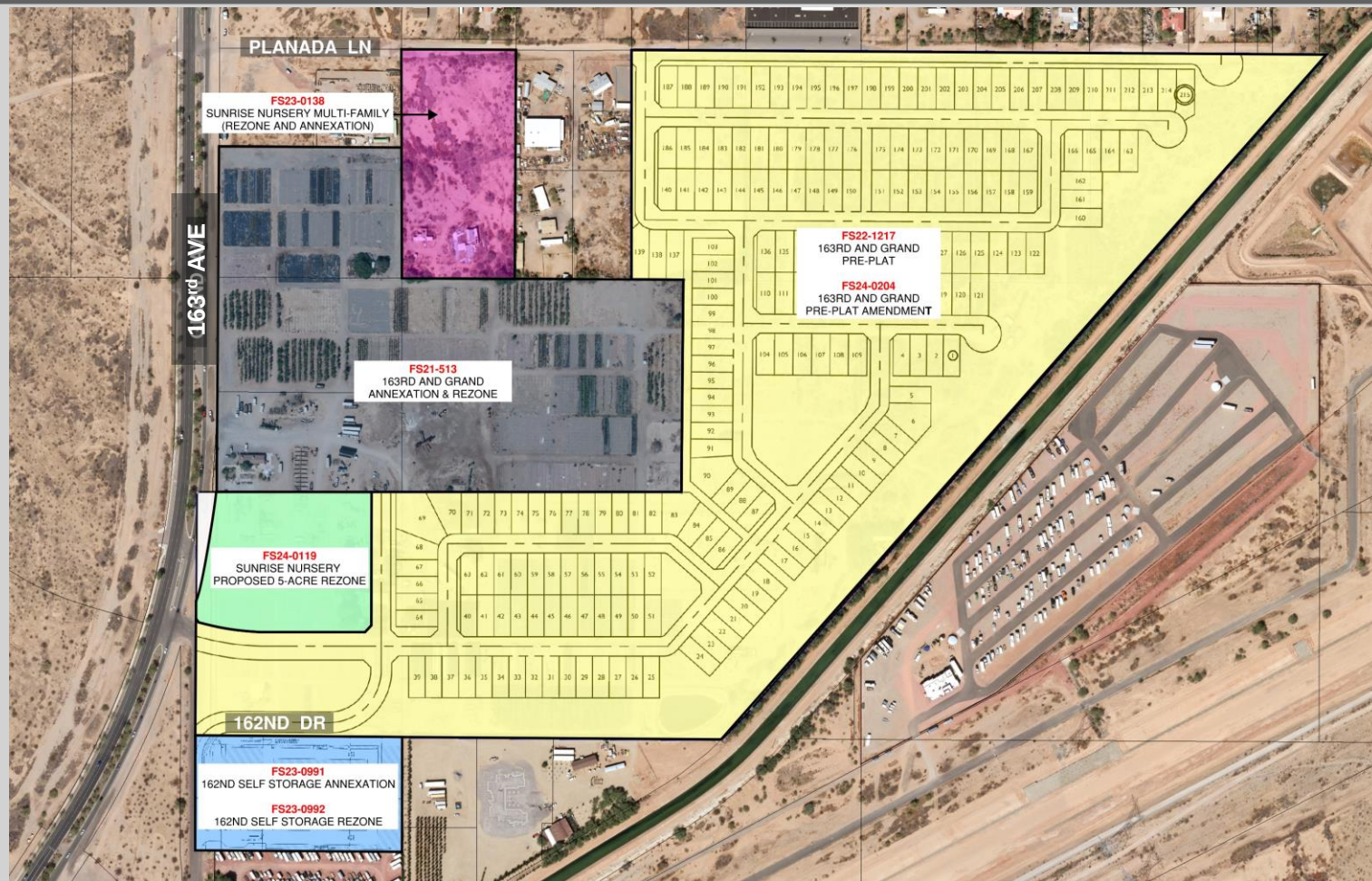
FS24-0119

Sunrise Nursery 5-Acre Site

Rezone

City Council
June 18, 2024

AREA DEVELOPMENT MAP





FS24-0119 VICINITY MAP

PAD
ASANTE

PAD
ESCALANTE

PAT TILLMAN BLVD

PINNACLE PEAK RD

PLANADA LN

PAD
ASANTE

I-2

R-1

R-3

R-1

RR

C-2

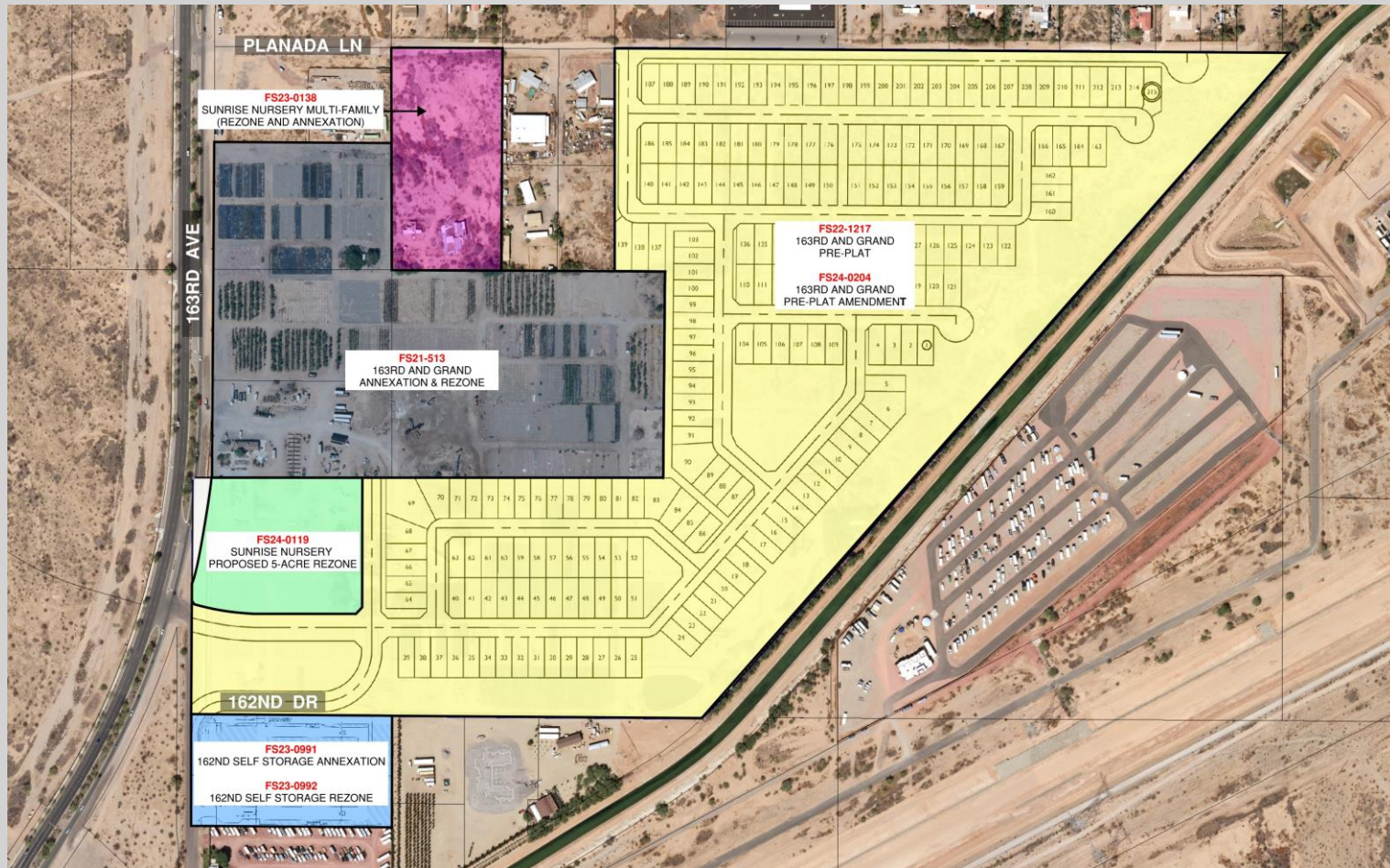
RR

163RD AVE

GRAND AVE

LOOP 303

FS24-0119 EXISTING ZONING



FS24-0119 PROPOSED ZONING



OUTREACH

- Site Posting, 300' Mailers, & Newspaper Publishing's

Citizen Participation Meetings

April 30, 2024 – Asante Preparatory Academy (in-person)
7 attendees

Questions/Concerns:

- 163rd Avenue traffic
- Surrounding infrastructure

Staff Recommendation

Approval subject to stipulations 'a' - 'c'

- a. Development and use of the site shall be consistent with the Rezone Document entitled "Sunrise Nursery Proposed Zone Change to C-2," dated March 26, 2024.
- b. The subject Rezone is conditioned upon the approval and recordation of a Final Plat.
- c. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to the annexation of approximately 4.97 acres of county land, generally located east of 163rd Avenue and south of Planada Lane; Ordinance #2024-04.

Motion:

I move to [approve/deny] Ordinance #2024-04.

Background:

Gilbert Blilie, PLLC, representing the property owner, seeks annexation of undeveloped land generally located east of 163rd Avenue and south of Planada Lane. The annexation proposal is for one (1) parcel, consisting of approximately 4.97 acres of unincorporated land with Maricopa County zoning district Rural-43. If annexed, the property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinance (LDO). The owner applied for a rezone request (under the same project case) for Residential High Density (R-3). An annexation blank petition was recorded with the Maricopa County Recorder's Office on July 17, 2023, to start the 30-day waiting period.

Objective Analysis:

Positive impacts include adding additional property to the incorporated limits which will generate additional property tax revenue and potential development fees. Negative impacts include providing services in a 4.97-acre area where the city did not have to previously serve.

Policy Compliant:

Annexation of this property is compliant with City Council policy by expanding the range of influence of the city. The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various neighborhood types included within the character area.

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:

At this time there are no budget impacts associated with this item. If the City Council moves forward to annex property into the city limits, there could be financial impacts to the city to provide services to an area which the city did not provide services in the past. If the area is annexed, that could result in future development fees, sales taxes and/or property taxes. In addition, a Financial Impact Analysis has been conducted and submitted along with the final annexation documents.

FTE Impact:

At this time there would be no additional FTEs associated with this item. If the City Council moves forward to annex property into the city limits, staff does not believe any future FTEs would be needed based on the potential annexation.

ATTACHMENTS:

1. 00-FS23-0138 Sunrise Nursery Multi-Family Residential - Annexation - Staff Report
 2. 01-FS23-0138 Sunrise Nursery Multi-Family Residential - Annexation - Vicinity Map
 3. 02-FS23-0138 Sunrise Nursery Multi-Family Residential - Annexation - Annexation Map
 4. 03-FS23-0138 Sunrise Nursery Multi-Family Residential - Annexation - Annexation Narrative
 5. 04-FS23-0138 Sunrise Nursery Multi-Family Residential - Annexation - Assessor Annexation Report
 6. 05-FS23-0138 Sunrise Nursery Multi-Family Residential - Annexation - AZ Department of Revenue Value Transmittal Report
 7. 06-FS23-0138 Sunrise Nursery Multi-family Residential - Annexation - Draft Ordinance (2)
 8. 07-FS23-0138 Sunrise Nursery Multi-Family Residential - Annexation - Signed Annexation Petition
 9. 08-FS23-0138 Sunrise Nursery Multi-Family Residential - Annexation - Citizen Participation Report Redacted
 10. 09 - FS23-0138 Sunrise Nursery Multi-Family Residential - Annexation - Affidavit of Posting
 11. 10-FS23-0138 Sunrise Nursery Multi-Family Residential - Annexation - Fiscal Impact Analysis Memo
 12. FS23-0138 Sunrise Nursery Multi-Family Residential - Annexation - PowerPoint
-

ANNEXATION

REPORT TO THE CITY COUNCIL

Case: FS23-0138

Project Name: Sunrise Nursery Multi-Family Residential - Annexation

Council District: 1 - Acacia

City Council Date: June 18, 2024

Planner: Chris Sexton, Planner II

Owner: Valparaiso, LLC

Applicant: Marcela Mora-Yatko with Gilbert Blilie, PLLC

Request: Annexation of approximately 4.97 acres

Site Location: Generally located east of 163rd Avenue and south of Planada Lane

Site Size: 4.97 acres (approx.)

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

Actions: **Approve:** Approval of the proposed annexation will increase the corporate limits of the City of Surprise which, in turn, will allow the property to be developed in accordance with the City of Surprise General Plan and Surprise Municipal Code.

Deny: Denial of the proposed annexation will result in the continuation of a long-standing county jurisdiction.

Introduction:

Gilbert Blilie, PLLC, representing the property owner, seeks annexation of an undeveloped parcel generally located east of 163rd Avenue and south of Planada Lane. The annexation proposal is for approximately 4.97 acres, consisting of one (1) parcel with one (1) property owner of unincorporated land adjacent to the Surprise City limits.

43 **Project Description**

44 The property is currently zoned Maricopa County Rural-43 (RU-43). If annexed, the
45 property will assume similar Rural Residential (RR) zoning of the Surprise Land
46 Development Ordinance (LDO). Representatives of the property owner applied for a
47 rezone request (under the same project case) from RR to Residential High Density (R-3).
48 At the time of this staff report, the rezone request is scheduled to be heard by the Planning
49 and Zoning Commission and City Council.

50
51 The parcel associated with this proposed annexation boundary includes:

- 52 • 503-57-010K
53

54 **BACKGROUND:**

55 **September 1, 2022:** Staff reviewed the subject request at a Concept Review meeting under
56 CR22-0888.

57
58 **February 10, 2023:** The applicant filed the subject request under Case FS23-0138.

59
60 **May 17, 2023:** The applicant held a Neighborhood Outreach meeting in-person for this
61 request at the Asante Preparatory Academy.

62
63 **May 24, 2023:** The applicant held a Neighborhood Outreach meeting virtually for this
64 request.

65
66 **June 20, 2023:** Surprise City Council approved Resolution 2023-60 Sunrise Nursery
67 Multi-Family Residential - Intent to Annex

68
69 **July 17, 2023:** Surprise City Clerk filed a blank petition with legal description and affidavit
70 verifying that the territory is not subject to an earlier filing for annexation as filed with the
71 Maricopa County Recorder's Office. Notice and copies of filings were sent to the Clerk of
72 the Board of Supervisors and County Assessor.

73
74 **August 15, 2023:** Surprise City Council held a public hearing within the last ten days of
75 the 30-day waiting period pursuant to A.R.S. §9-471.

76
77 **December 21, 2023:** The City received the signed petition.

78
79 **Neighborhood Outreach:**

80 The site was posted on May 1, 2023, to alert interested citizens and stakeholders of both
81 the in-person and virtual meetings on May 17, 2023, and May 24, 2023, respectively. An
82 outreach meeting was held in-person at the Asante Preparation Academy on May 17,
83 2023. Approximately six (6) residents participated in the meeting. The applicant answered
84 questions regarding the decrease in their property values, zoning, Planada Lane, and
85 traffic.

86
87 There was one (1) attendee at the virtual meeting however, the attendee was non-
88 responsive via camera and microphone. The applicant tried to communicate with the

attendee but was not successful. The applicant provided their contact information and ended the meeting.

A summary of both outreach meetings is provided in the attached Citizen Participation Report.

Arizona Revised Statute Description:

Arizona Revised Statutes require the filing of a blank annexation petition. The blank petition relating to the subject property was recorded with the Maricopa County Recorder's Office on July 17, 2023. Arizona Revised Statutes also require that no signatures be obtained during a 30-day waiting period immediately following the filing of the blank petition, and that a public hearing must be held during the last 10 days of the 30-day waiting period. Once the public hearing is held and the 30-day waiting period has ended, signatures may be collected. State statute further requires that an excess of 50% of the landowners and assessed valuation for all real and personal property sign the petition in order to validate the petition. State statute also allows up to one year following the end of the 30-day period to obtain the required number of signatures.

UTILITY AND SERVICES TABLE:

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

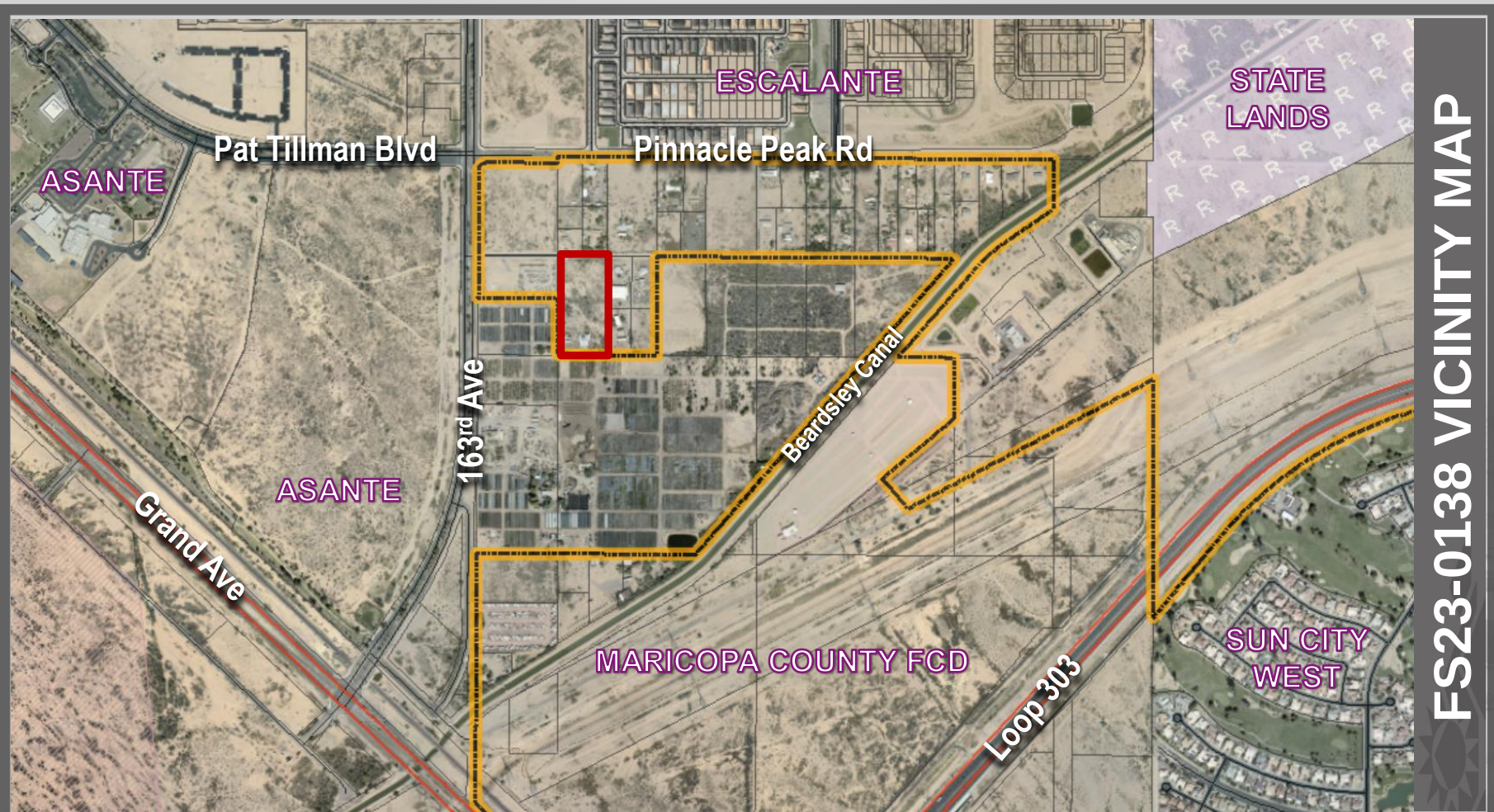
Summary:

The proposed annexation includes one parcel, approximately 4.97 acres, and requires a signature from the representative of one ownership group after the Arizona Revised Statute's required 30-day waiting period that concluded on August 16, 2023. The applicant provided the signature for Sunrise Nursery Multi-Family Residential to be eligible for annexation by the City of Surprise. The signed petition is attached to this staff report to be considered by City Council.

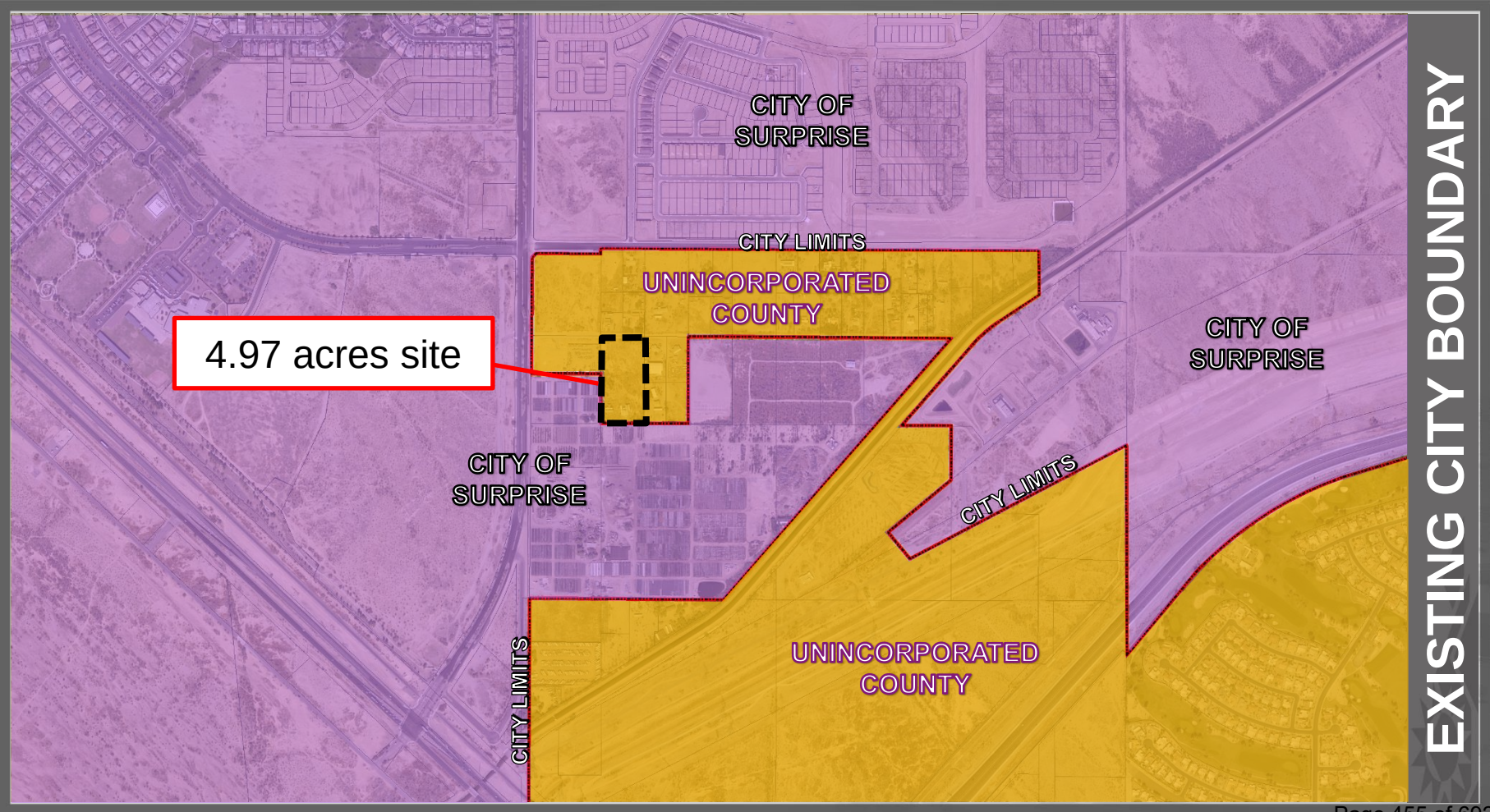
<u>Annexation Details</u>	<u>A.R.S. Requirements</u>	<u>Provided</u>	<u>Percentage provided</u>
Real Property - 1 parcel (one owner)	1 signature	1 signature	100%
Total Assessed Value - \$6,306	\$6,306	\$6,306	100%

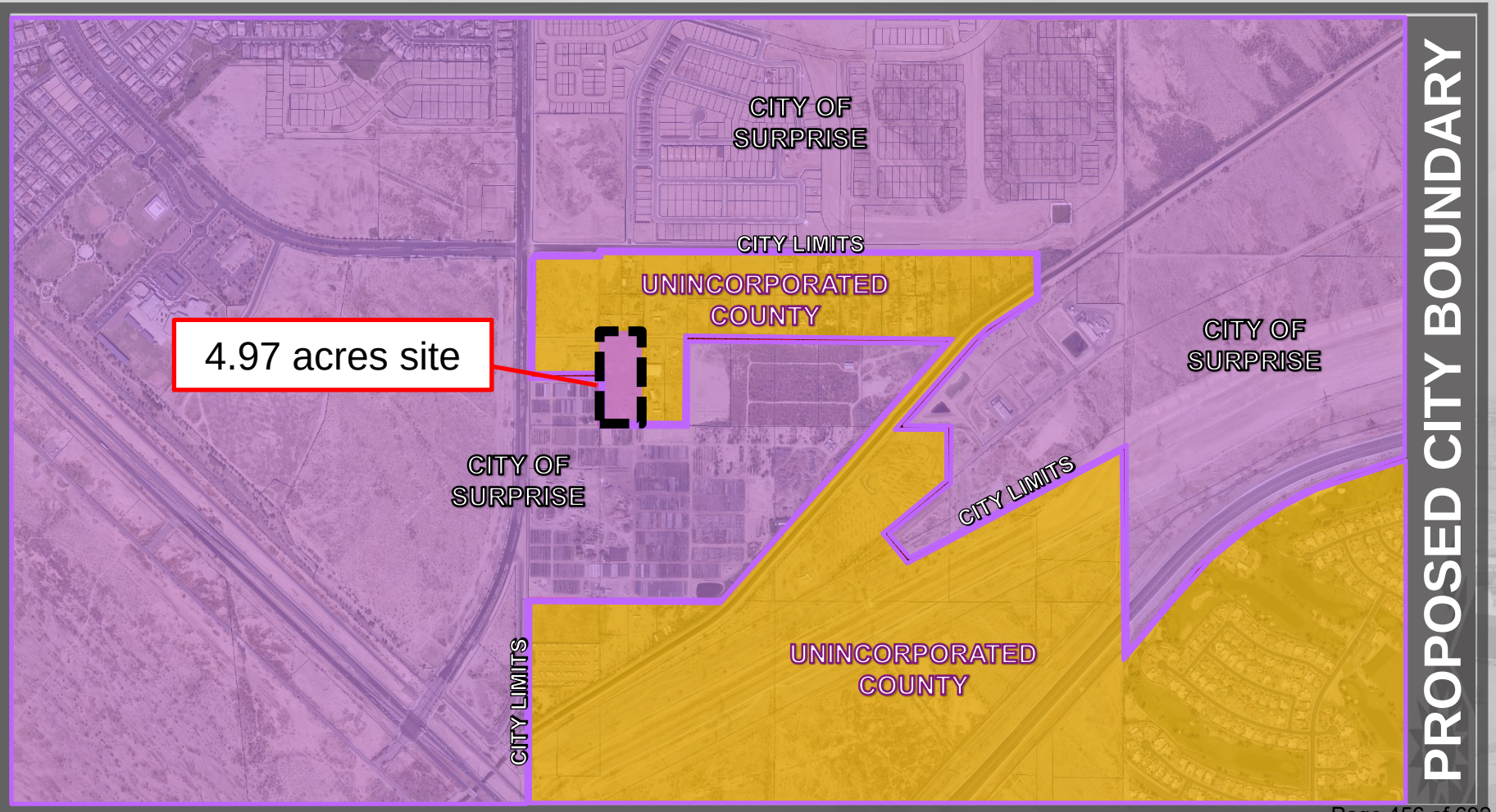
The parcel to be annexed complies with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes.

124 Attachments:
125 01 Vicinity Map
126 02 Annexation Map
127 03 Annexation Narrative
128 04 Assessor Annexation Report
129 05 AZ Department of Revenue Value Transmittal Report
130 06 Ordinance 2024-04
131 07 Signed Annexation Petition
132 08 Citizen Outreach Summary - REDACTED
133 09 Affidavit of Posting
134 10 Fiscal Impact Analysis Memo
135 PPT



FS23-0138 VICINITY MAP





PROPOSED CITY BOUNDARY

Annexation Document

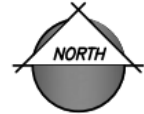
Sunrise Nursery Multi-Family Residential

163rd Avenue and Planada Lane

Case #: FS23-0138

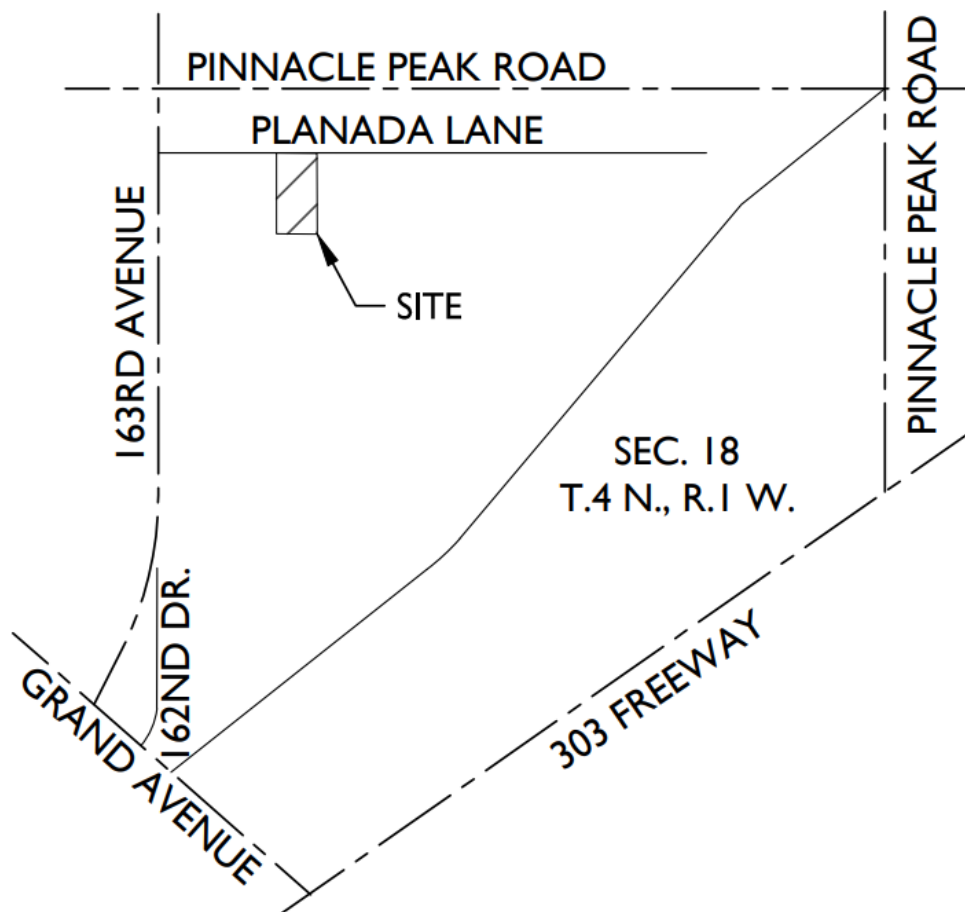
1st Submittal: February 9, 2023

2nd Submittal: June 2, 2023



VICINITY MAP

NTS



Owner and Developer

Valpariso LLC
22345 N 163rd Ave
Surprise, AZ 85387
Contact: Olinda Aguirre

Engineering

EPS Group, Inc.
1130 N Alma School Rd, Ste 120
Mesa, AZ 85201
Contact: Natalie Maikoski
480-503-2250
natalie.maikoski@epsgroupinc.com

Legal Counsel

Beus Gilbert McGroder, PLLC
701 N. 44th St
Phoenix, AZ 85008
Contact: Marcela Mora-Yatko
480-429-3044
Mmora-yatko@beusgilbert.com

1. Introduction

This request is to annex one parcel in Maricopa County for incorporation into the City of Surprise. The unincorporated parcel is adjacent to the Surprise City limits. The property owner currently owns the southern adjacent properties which are within the Surprise City limits and are currently zoned Rural Residential. The proposed annexation area is bordered to the north and east by parcels within unincorporated Maricopa County, to the west by both an unincorporated parcel and an incorporated parcel, and to the south by a parcel within the Surprise City limits.

2. Description

The proposed parcel to be annexed is located east of 163rd Avenue on Planada Lane. The total area for this parcel is 5 acres. The parcel is currently zoned Maricopa County Rural-43. A separate application is being submitted to rezone the property to the City's R-3 zoning district for the purpose of developing multi-family residential units, which is anticipated to occur in one phase.

The parcel being proposed for annexation through this application is: 503-57-010K.

3. Annexation Boundary

The annexation boundary exhibit (Exhibit A) and legal description (Exhibit B) provide information on the geographical location of the proposed annexation area.

The following table lists the parcel, by APN, that is being proposed for annexation from the county into the City of Surprise. The table includes the property owner and acreage for each parcel.

Parcel Number (APN)	Acreage	Property Owner	Property Owner Contact		
			How Property Owner was Contacted	Responses	Support / Opposition of Annexation
503-57-010K	5	Valparaiso LLC	Applicant filing on behalf of property owner	Applicant filing on behalf of property owner	Support

4. Current County Zoning

The current Maricopa County zoning for each parcel is as such:

- 503-57-010K: Rural-43

The Zoning Verification letter from Maricopa County, Exhibit C, provides the current zoning information for the parcel. The history of this parcel is also included in the Maricopa County Zoning Verification letter. Exhibit D shows the existing zoning and Exhibit E shows the proposed zoning for the site.

5. Compliance with the General Plan

The parcel is located with the City of Surprise planning area as identified in the 2035 General Plan Land Use Map. The Land Use Map identifies this area as Neighborhood, which includes rural neighborhoods, suburban neighborhoods, and urban neighborhoods. The General Plan land use designation is shown in Exhibit F.

6. Public Infrastructure and Services

The following outlines the infrastructure and utility service providers upon annexation:

Water	City of Surprise
Wastewater	City of Surprise
Electric	Arizona Public Service
Gas	Southwest Gas
Refuse	City of Surprise
Fire	City of Surprise
Police	City of Surprise

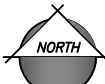
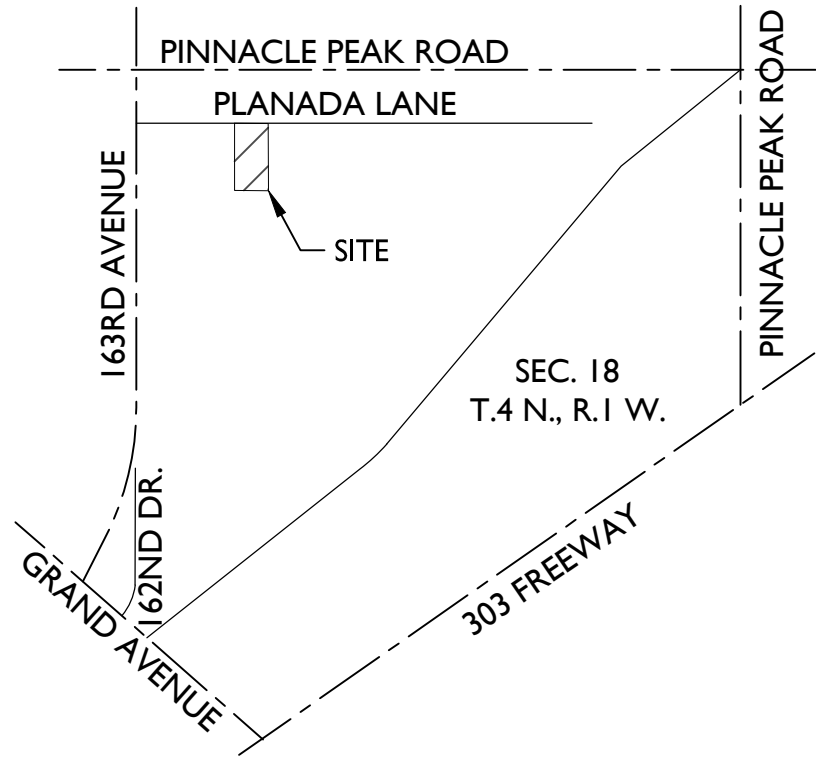
Exhibit A

Annexation Boundary

22-0517



VICINITY MAP



NTS

PROJECT TEAM

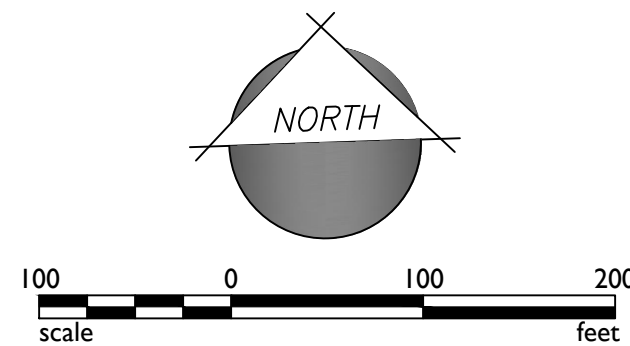
DEVELOPER:
VALPARAISO LLC
22435 N I63RD AVENUE
SURPRISE, AZ 85387
TEL: 623-544-1961
CONTACT: OLINDA AGUIRRE

PLANNING & ENGINEERING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., STE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: JOSH HANNON
email: josh.hannon@epsgroupinc.com

PROPERTY OWNER:
MICHAEL & MARY SKAGGS
PO BOX 542
YOUNG, AZ 85554
CONTACT: VALPARAISO LLC

PROJECT DATA

APN(s):	503-57-010K
EXISTING LAND USE:	UNDEVELOPED /RESIDENTIAL
PROPOSED LAND USE:	HIGH DENSITY RESIDENTIAL
EXISTING GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	RU-43 (MARICOPA COUNTY)
POST ANNEXATION ZONING:	RR
PROPOSED ZONING:	R-3
SITE ACREAGE:	4.97 GROSS ACRES 216,493.5 SQUARE FEET



Project: SUNRISE NURSERY MF RESIDENTIAL

ANNEXATION EXHIBIT

Revisions:



Designer: JH
Drawn by: NG

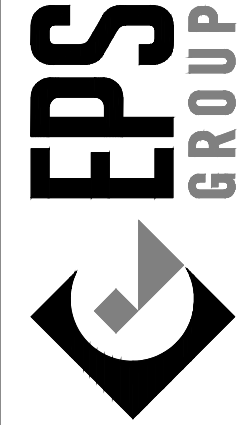
Preliminary
Not For
Construction
Or
Recording

Job No.
22-0517

AX01

Sheet No.
1
of 01

1130 N. Alma School Road, Suite 120
Mesa, AZ 85210
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com



Maricopa County, Arizona

Exhibit B

Legal Description

Exhibit "A"
Legal Description
Sunrise Nursery
Annexation (APN 503-57-010K)

Job No. 22-0518.1

April 21, 2023

A portion of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 18, being marked by a 3" City of Surprise brass cap flush, from which the West Quarter Corner of said Section 18, being marked by a 2-3/4" Maricopa County Highway Department brass cap in handhole, bears South 0 degrees 21 minutes 23 seconds West, 2633.85 feet

thence along the West line of said Northwest Quarter, South 0 degrees 21 minutes 23 seconds West, 658.99 feet;

thence South 89 degrees 34 minutes 49 seconds East, 578.69 feet to the **POINT OF BEGINNING**;

thence South 89 degrees 39 minutes 37 seconds East, 329.71 feet;

thence along the East line of the West Half of the Southwest Quarter of the Northeast Quarter of said Northwest Quarter, South 0 degrees 00 minutes 59 seconds East, 657.85 feet;

thence along the South line of the said West Half, North 89 degrees 37 minutes 24 seconds West, 329.54 feet;

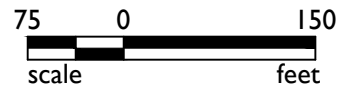
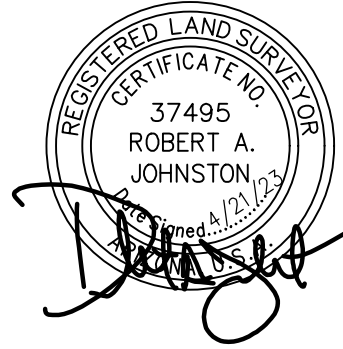
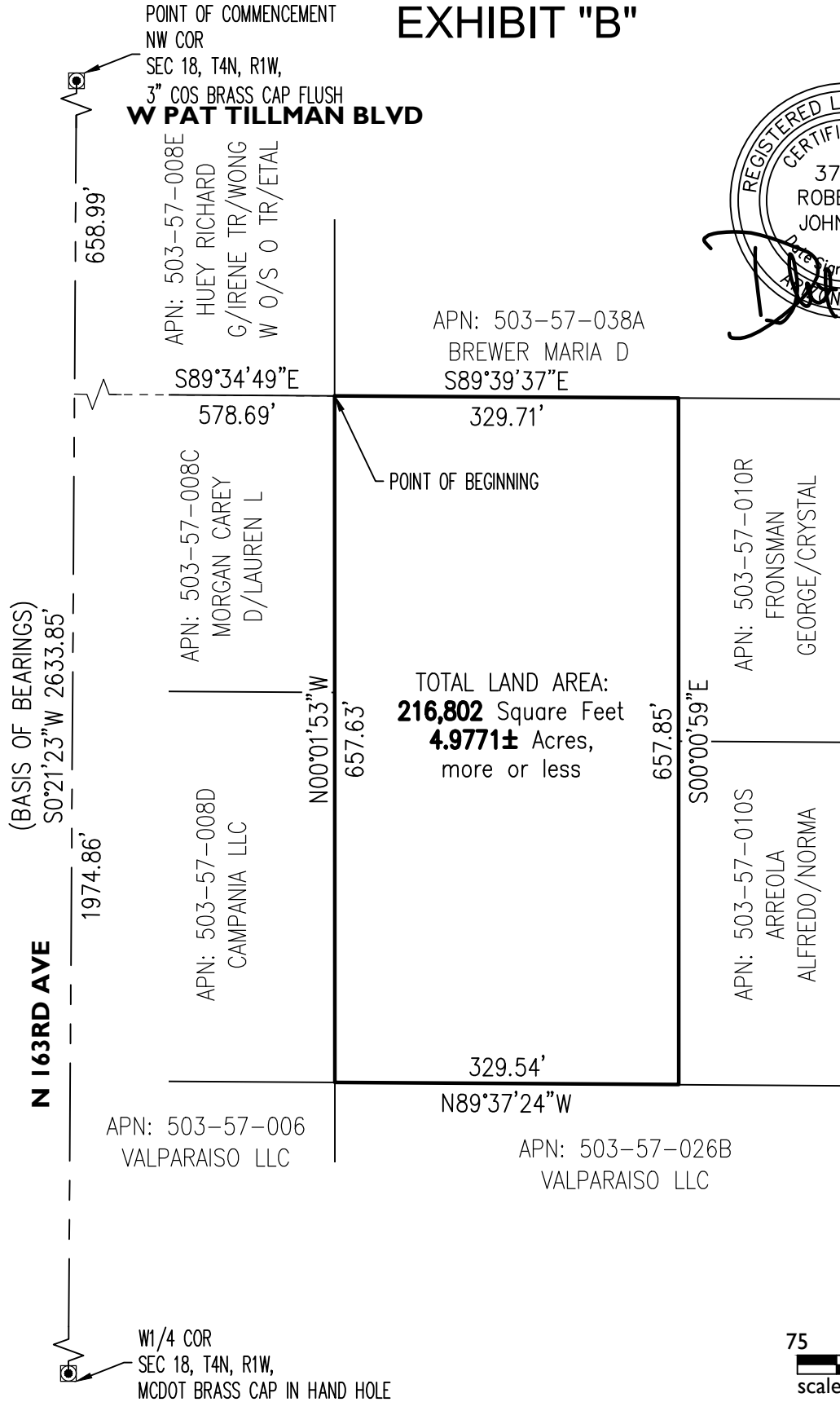
thence along the West line of said West Half, North 0 degrees 01 minutes 53 seconds West, 657.63 feet to the **POINT OF BEGINNING**.

Contains 216,802 square feet or 4.9771 acres, more or less.



Apr 21, 2023 2:42pm S:\Projects\2022\22-0518\Land Survey\Legals\22-0518.1 Ex01.dwg
cjimenez

EXHIBIT "B"



22-0518.1

SUNRISE NURSERY
EXHIBIT "B"

ANNEXATION (APN 503-57-010K)



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

Exhibit C

Maricopa County Zoning Verification Letter



Maricopa County

Planning & Development Department

ZONING VERIFICATION

301 W. Jefferson St., Ste. 170
Phoenix, Arizona 85003
Phone: (602) 506-3301
Fax: (602) 506-3601
www.maricopa.gov/planning

January 6, 2023

Beus Gilbert McGroder, PLLC
Attorneys at Law
Attn: Marcela Mora-Yatko
701 N. 44th St.
Phoenix, AZ 85008

Re: 16039 W. Planada Ln. Surprise, AZ 85387; APN 503-57-010K

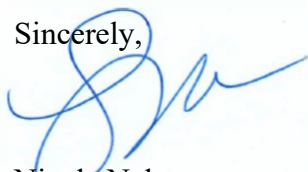
Dear Marcela,

1. The current zoning for this parcel is Rural-43 (Rural Zoning District - One Acre Per Dwelling Unit).
2. The current use of the subject property is allowed. According to the Maricopa County Assessor's office map the lot size and lot width of the subject parcel exceeds the minimum required for this zoning district.
3. The following are the applicable zoning districts of the adjoining parcels:
 - a. North: RU-43
 - b. South: City of Surprise
 - c. East: RU-43
 - d. West: City of Surprise & RU-43
4. There were no zoning cases found to be associated with the subject parcel, however, is located within the Military Vicinity.
5. The current use first appears on aerial photos in 1976 - 1986. Structures built prior to Jan. 1, 2000 did not required building permits. Any improvements made after Jan. 1, 2000 are subject to current zoning regulations and require building permits.
6. Due to the time the structure(s) were built it may qualify for legal non-conforming (LNC) status. To apply for official LNC status please contact the on-call Planner at 602-506-3301 and apply.
7. A search of our permit data bases yielded no permits for the subject parcel. We do maintain electronic records that are complete for 1996 to present. From 1985 to 1996 we have incomplete electronic records. Prior to 1985 we have no records at all. If you would like copies of any available documents, please

submit a [public records request](#). For information on how to re resolve pending or expired permits submit a [Permit Research Form](#).

8. Although there are no open code violation cases in our system associated with the subject parcel, any activity, construction, or alterations made without the benefit of a permit or authorized by this department would result in a code violation if called to investigate the property.
9. The subject property is currently regulated by Sections 503 (Rural Zoning District - One Acre Per Dwelling Unit) of the Maricopa County Zoning Ordinance (as well as other applicable sections of the Zoning Ordinance, such as Chapter 11, General Regulations). The Maricopa County Zoning Ordinance is available online at www.maricopa.gov/planning (click on "About Us", then "Ordinances" and then click on the "Zoning Ordinance" link.
10. In order to obtain copies of records (if available) from this department (i.e. copies of site plans, Certificate of Occupancy, etc.) please submit a [Public Records Request](#). For permit resolution information on unresolved or expired permits submit a [Permit Research Form](#).
11. Rebuild: In the event that a nonconforming use of land, building or structure is destroyed by fire, explosion, act of God, or act of the public enemy to the extent of 75% of its value, according the appraisal thereof by competent appraisers, then and without further action by the Board of Supervisors, the future use thereof shall from and after the date of such destruction be subject to all the regulations of the Maricopa County Zoning Ordinance.
12. A site inspection and official review have not been performed for this verification. Any activity, construction, or alterations made without benefit of permit would not be on record or authorized by this department.
13. Other regulatory department information for Maricopa County may be obtained online at www.maricopa.gov.

Sincerely,



Nicole Nelson
Plans Examiner Supervisor



Planning & Development
Department



ZONING VERIFICATION FORM

Please send completed request form and check to:
Maricopa County
Planning and Development Dept
Attn: Chief Building Official
301 W. Jefferson St. / Suite 170
Phoenix, Arizona 85003

☒ Residential \$100.00 ☐ Commercial \$250.00
(NON REFUNDABLE FEE)

Parcel # (Only One Parcel per Research Form)

503 _57_ _010K

Property Address:

Number / Street 16039 W PLANADA LN

City / State / Zip Surprise AZ, 85387

INTERNAL USE ONLY

Tracking# ZV20230002

☐ Fees Processed

Reason for request:

Required as part of annexation application.

Notification / Correspondence should be sent to: ☒ Agent ☐ Owner

Name: Marcela Mora-Yatko, Beus Gilbert McGrodi Phone: 480-429-3044

Address: 701 North 44th Street City Phoenix State AZ Zip 85008

Fax : 480-429-3100 E-mail: mmora-yatko@beusgilbert.com

Required
Authorized Signature [Signature] Date 12/21/2022

Parcels

Total features returned: 1

Parcel	Address	Owner
503-57-010K	16039 W PLANADA LN	VALPARAISO LLC

Township and Range

Total features returned: 1

Township and Range
T4N R1W

Sections

Total features returned: 1

Township	Range	Section
T4N	R1W	18

Scenic Corridors

Total features returned: 1

Name
Wickenburg Highway Scenic Corridor

Zoning

Total features returned: 1

Zone
RU-43

Active Management Areas

Total features returned: 1

Basin Name	Planning Area
PHOENIX AMA	PHOENIX AMA

Subsidence

Total features returned: 1

Comments
West Valley 03/08/2004 To 02/15/2010

Luke AFB Vicinity

Total features returned: 1

Name
Luke Air Force Base Vicinity

Exhibit D

Existing Zoning per Ordinance #2022-03

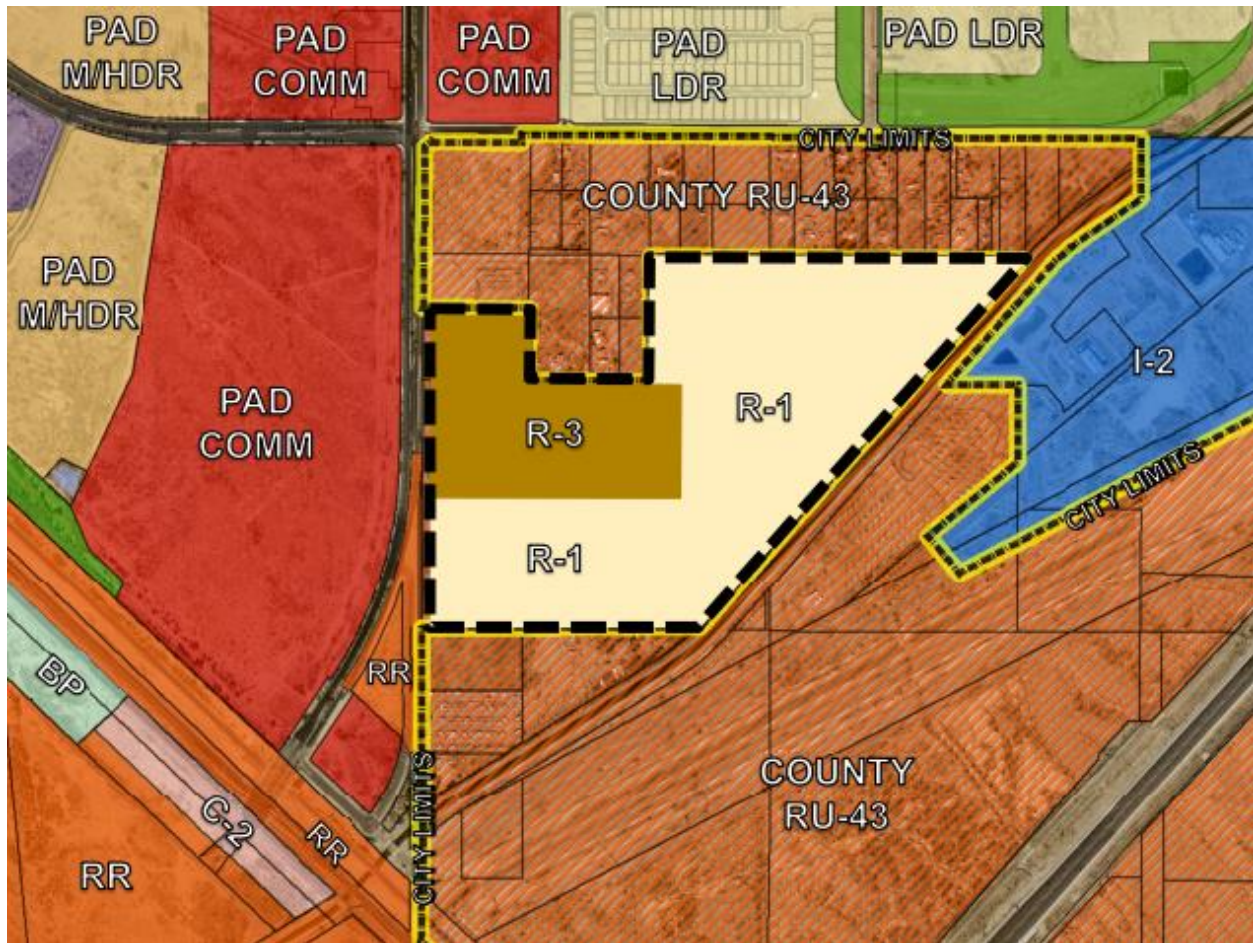
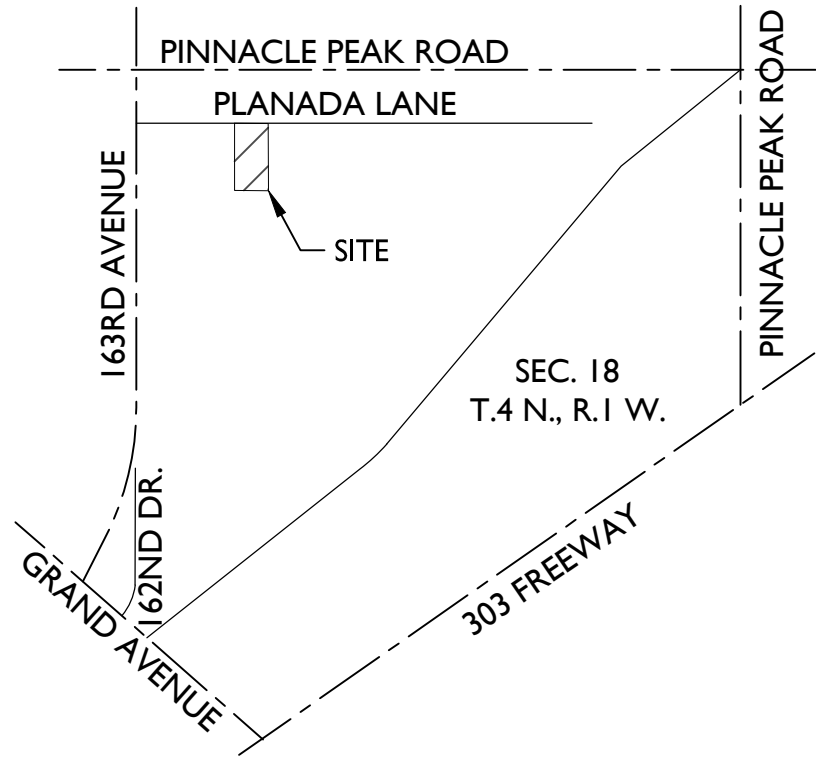


Exhibit E

Proposed Zoning



VICINITY MAP



NTS

PROJECT TEAM

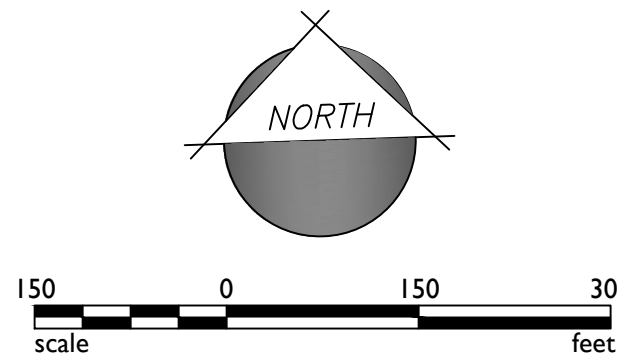
DEVELOPER:
VALPARAISO LLC
22435 N I63RD AVENUE
SURPRISE, AZ 85387
TEL: 623-544-1961
CONTACT: OLINDA AGUIRRE

PLANNING & ENGINEERING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., STE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: JOSH HANNON
email: josh.hannon@epsgroupinc.com

PROPERTY OWNER:
MICHAEL & MARY SKAGGS
PO BOX 542
YOUNG, AZ 85554
CONTACT: VALPARAISO LLC

PROJECT DATA

APN(s):	503-57-010K
EXISTING LAND USE:	UNDEVELOPED /RESIDENTIAL
PROPOSED LAND USE:	HIGH DENSITY RESIDENTIAL
EXISTING GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	RU-43 (MARICOPA COUNTY)
POST ANNEXATION ZONING:	RR
PROPOSED ZONING:	R-3
SITE ACREAGE:	4.97 GROSS ACRES 216,493.5 SQUARE FEET



SUNRISE NURSERY MF RESIDENTIAL

Project:

Revisions:



Designer: JH
Drawn by: NG

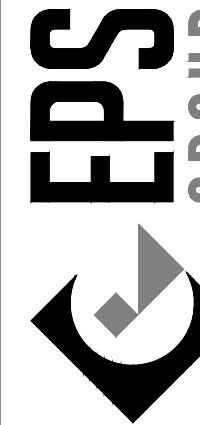
Preliminary
Not For
Construction
Or
Recording

Job No.
22-0518

ZX01

Sheet No.
1
of 01

1130 N. Alma School Road, Suite 120
Mesa, AZ 85210
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

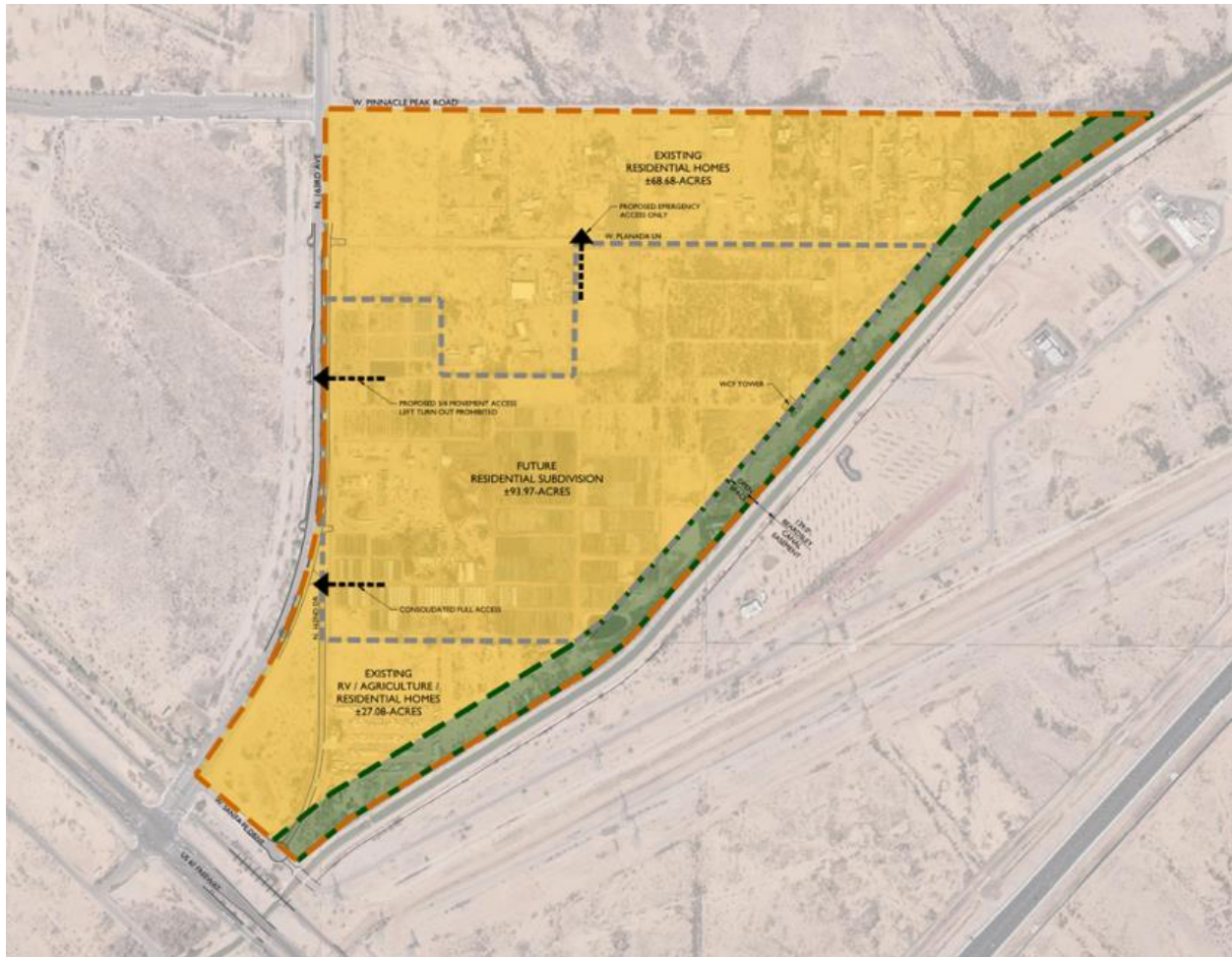


Maricopa County, Arizona

ZONING EXHIBIT

Exhibit F

General Plan Designation map from Resolution #2021-175



Parcel Number	Tax Year	PUC	Property Use	Tax Area Code	McNum	Lot	Block	Tract	Owner Name
503-57-010K	2024	0810	PLANNED MOBILE HOME	890000					VALPARAISO LLC

--

In Care Of	Mailing Address	Mailing Suite	City State Zip	Country	Situs City Zip	Situs Address	Exempt Status	Exempt Type	Centrally
	22435 N 163RD AVE		SURPRISE AZ 85387	USA	SURPRISE 85387	16039 W			N

--

Land FCV	Improvement FCV	CVP PP FCV	Total FCV	Total LPV	Total Assessed Value	LPV npt Assessed V	Net Assessed Val	Building Sq Ft	Parcel Sq Ft
271,000	1,613	0	272,613	63,060	6,306	0	6,306	10	216,885
271,000	1,613	0	272,613	63,060	6,306	0	6,306		

IWCDAcreage	IWDDAcreage	Total Acreage	Pers Prop Owner Name	Pers Prop FCV	Pers Prop Net Assessed	Split Parcel	Asmt Ratio	Land LC1	Land Ratio1
0	0	4.979		0	0	N	0.1000	3.1	1
0	0	4.979		0	0				

Land LC2	Land Ratio2	Land LC3	Land Ratio3	Land LC4	Land Ratio4	Impr LC1	Impr Ratio1	Impr LC2	Impr Ratio2
	0		0		0	3.1	1		0

Impr LC3	Impr Ratio3	Impr LC4	Impr Ratio4	PrcI Stat
	0		0	Active

STATE OF ARIZONA

Department of Revenue
Local Jurisdiction District
Telephone (602) 716-6843



Katie Hobbs
Governor

Robert Woods
Director

August 08, 2023

Ms. Christina Sexton
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

RE: Valuation Transmittal for Docket # 07-2010-00, Case #FS23-0138

Dear Ms. Sexton:

According to information provided by the taxpayer(s) and based on unit values established by the Division of Property Valuation and Equalization, the estimates of value for properties located in the proposed annexation areas are as follows:

Taxpayer #	Taxpayer Name	Full Cash Value	Assessed Value
54650	ARIZONA PUBLIC SERVICE COMPANY	\$351.79	\$61.56
56729	QWEST CORPORATION	\$0.00	\$0.00
56867	DISH WIRELESS LLC	\$0.00	\$0.00
57610	SALT RIVER PROJECT (T&D)	\$0.00	\$0.00

Please direct any inquiries you may have regarding this estimate to my email address:
fvillaverde@azdor.gov

Sincerely,

Flo Villaverde

Flo Villaverde
GIS Annexations

ORDINANCE # 2024-04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF SURPRISE, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 9 CHAPTER 4 ARTICLE 7 AND AMENDMENTS THERETO BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF SURPRISE, CONSISTING OF APPROXIMATELY 4.97 ACRES LOCATED ON THE PORTION OF THE NORTHWEST QUARTER SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, AND ESTABLISHING EQUIVALENT CITY OF SURPRISE ZONING.

WHEREAS, a petition in writing accompanied by a map or plot of said real property having been filed and presented to the Mayor and Council of the City of Surprise, Arizona, signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Surprise in the event of annexation within the territory and land hereinafter described in the attached **Exhibit A** (the "Annexation Area") and as shown by the last assessment of said property which said Annexation Area is contiguous to the City of Surprise, and not now embraced within its limits, asking that the Annexation Area be annexed to the City of Surprise, and to extend and increase the corporate limits of the City of Surprise so as to embrace the same;

WHEREAS, the Mayor and City Council of the City of Surprise, Arizona are desirous of accepting said petition and extending and increasing the corporate limits of the City of Surprise to include said territory;

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire Annexation Area proposed to be annexed to the City of Surprise and had attached thereto at all times an accurate map of the Annexation Area, as shown in **Exhibit B**, desired to be annexed;

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property within the Annexation Area;

WHEREAS, the provisions of A.R.S. § 9-471, and amendments thereto, have been fully observed;

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Surprise, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the County Recorder for Maricopa County, Arizona;

WHEREAS, the Annexation Area described in **Exhibit A** and depicted on **Exhibit B** includes approximately 4.97 acres of improved property owned by Valparaiso, LLC;

WHEREAS, the subject property is within the Annexation Area having zoning in Maricopa County, as shown in **Exhibit C**, the Mayor and City Council, pursuant to A.R.S. § 9-471(L), shall adopt and apply to this area the City of Surprise zoning districts that permit densities and uses no greater than those permitted by the Maricopa County zoning immediately before annexation;

WHEREAS, the City Council has reviewed the Staff Reports and supporting materials which discuss the proposed annexation to be considered by the Council, and now finds that the annexation of the Annexation Area would be beneficial to Surprise by ensuring that all future development would be controlled by and be consistent with the objectives and policies of the Surprise General Plan 2035, the requirements of the Surprise Land Development Ordinance ("LDO"), all future land development ordinances, and all other applicable City of Surprise codes and regulations; and

WHEREAS, the City Council finds that annexation of the Annexation Area would not require any current expenditures in the City's Capital Improvement Plan ("CIP") because the site has been previously constructed within Maricopa County under Maricopa County's jurisdiction.

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

Section 1. That the Annexation Area described in the attached **Exhibit A** be and the same hereby is annexed to the City of Surprise and that the present corporate limits be and the same hereby are extended and increased to include the Annexation Area described in Exhibit A contiguous to the present City limits.

Section 2. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed as shown in **Exhibit B**, is certified by the Mayor of the City of Surprise shall be recorded in the office of the County Recorder of Maricopa County, Arizona and that a copy of this ordinance shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

Section 3. That the property described in **Section 1** of this Ordinance with Maricopa County zoning as shown in **Exhibit C** shall be designated with equivalent City of Surprise zoning as shown in **Exhibit C** upon the effective date of this Ordinance.

Section 4. That the City of Surprise zoning map is herewith amended to reflect the change in districts referred to in **Section 3**, above.

Section 5. This Ordinance shall take effect, and the annexation of the subject property shall become final, thirty days after this Ordinance is adopted.

Section 6. This Ordinance is not of general application throughout the City and therefore is not required to be codified.

Section 7. That the provisions of this Ordinance are not severable, and the entirety of this Ordinance shall become null and void and of no effect in the event any provision is finally determined to be illegal or invalid by a court of competent jurisdiction or if any provision should be invalidated by a referendum vote.

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

LEGAL DESCRIPTION



Exhibit "A"
Legal Description
Sunrise Nursery
Annexation (APN 503-57-010K)

Job No. 22-0518.1

April 21, 2023

A portion of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 18, being marked by a 3" City of Surprise brass cap flush, from which the West Quarter Corner of said Section 18, being marked by a 2-3/4" Maricopa County Highway Department brass cap in handhole, bears South 0 degrees 21 minutes 23 seconds West, 2633.85 feet

thence along the West line of said Northwest Quarter, South 0 degrees 21 minutes 23 seconds West, 658.99 feet;

thence South 89 degrees 34 minutes 49 seconds East, 578.69 feet to the **POINT OF BEGINNING**;

thence South 89 degrees 39 minutes 37 seconds East, 329.71 feet;

thence along the East line of the West Half of the Southwest Quarter of the Northeast Quarter of said Northwest Quarter, South 0 degrees 00 minutes 59 seconds East, 657.85 feet;

thence along the South line of the said West Half, North 89 degrees 37 minutes 24 seconds West, 329.54 feet;

thence along the West line of said West Half, North 0 degrees 01 minutes 53 seconds West, 657.63 feet to the **POINT OF BEGINNING**.

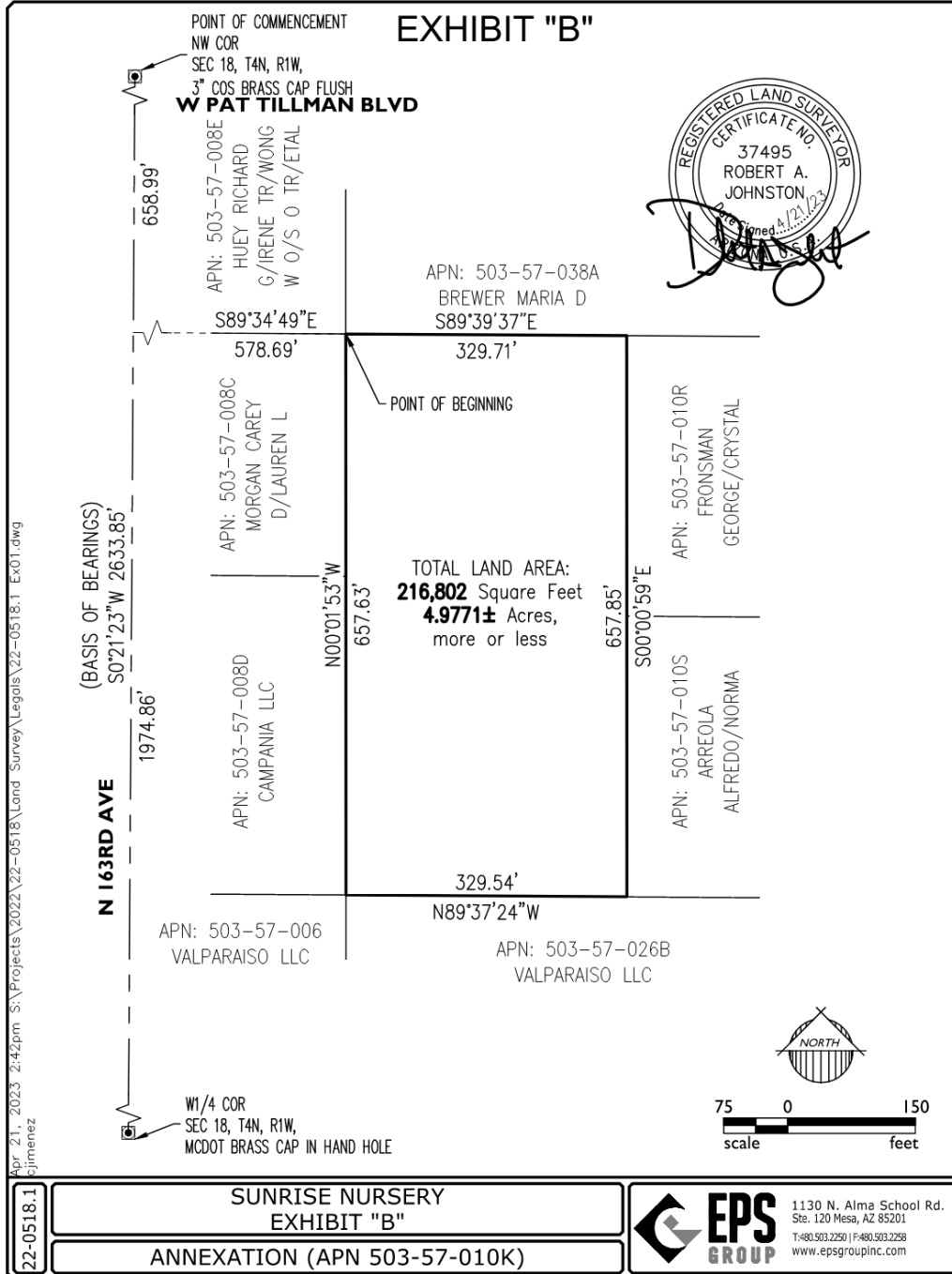
Contains 216,802 square feet or 4.9771 acres, more or less.



EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2022\22-0518\Land Survey\Legals\22-0518.1 LD01 Annexation.docx

EXHIBIT B MAP



Ordinance No. 2024-04
RFLS # 9248
Rev 06/23

EXHIBIT C

Zoning Table

APN	Owner	Pre-annexation Maricopa County Zoning	Post-annexation Surprise Zoning
503-57-010k	Valparaiso, LLC	Rural-43 (RU-43)	Residential Ranch (RR)

ANNEXATION PETITION

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF
SURPRISE, ARIZONA:

We, the undersigned, the owners of one-half or more of the real and personal property that also represents one-half or more of the value of the real and personal property that would be subject to taxation by the City of Surprise in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Surprise, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked "Exhibit "B" and made a part hereof, request the City of Surprise to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed as part of the Surprise Case #FS23-0138, not already within the present limits of the City of Surprise and located in Maricopa County, Arizona, is as described and attached hereto, marked Exhibit "A" and made part thereof:

DATE	NAME OF PROPERTY OWNER	MAILING ADDRESS	PHONE NO	PARCEL NUMBER OR LEGAL DESCRIPTION
12-21-2023	Saul Carranza		623-764.0324	503-57-010K

22439 N 163 Avenue Surprise, Az 85387

Saul Carranza



Carol Seipel 12/21/23

RESOLUTION # 2023-60

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DIRECTING THE RECORDING OF A BLANK PETITION FOR ANNEXATION PURSUANT TO A.R.S. § 9-471 TO INITIATE THE PROCESS OF ANNEXING CERTAIN PROPERTY THAT ADJOINS AND IS CONTIGUOUS TO THE CITY OF SURPRISE CONSISTING OF APPROXIMATELY 4.97 ACRES LOCATED EAST OF 163RD AVENUE AND SOUTH OF PLANADA LANE IN MARICOPA COUNTY, ARIZONA

WHEREAS, it has been proposed that the City of Surprise annex certain property of a portion of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described in the attached ***Exhibit A***;

WHEREAS, the area to be annexed adjoins the exterior boundary of the City of Surprise for at least 300 feet and is otherwise contiguous to the City; and

WHEREAS, A.R.S. § 9-471(A)(1) requires that the City file, in the office of the Maricopa County, Arizona Recorder, a blank petition setting forth the legal description, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***.

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

Section 1. The City Clerk shall record with the Office of the Maricopa County Recorder a blank annexation petition containing the legal description of the property, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***. The City Clerk shall also record a sworn affidavit verifying that no part of the territory proposed to be annexed is already subject to an earlier filing for annexation.

Section 2. The City Clerk shall call a public hearing for the purpose of consideration of the proposed annexation, said hearing to be noticed for a date between twenty (20) to thirty (30) days after filing the blank annexation petition, in accordance with A.R.S. § 9-471 (A)(3).

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

APPROVED AND ADOPTED this 20th day of June, 2023.



Skip Hall, Mayor

Attest:



Sherry Aguilar, City Clerk

Approved as to form:



Robert Wingo, City Attorney



Exhibit "A"
Legal Description
Sunrise Nursery
Annexation (APN 503-57-010K)

Job No. 22-0518.1

April 21, 2023

A portion of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 18, being marked by a 3" City of Surprise brass cap flush, from which the West Quarter Corner of said Section 18, being marked by a 2-3/4" Maricopa County Highway Department brass cap in handhole, bears South 0 degrees 21 minutes 23 seconds West, 2633.85 feet

thence along the West line of said Northwest Quarter, South 0 degrees 21 minutes 23 seconds West, 658.99 feet;

thence South 89 degrees 34 minutes 49 seconds East, 578.69 feet to the **POINT OF BEGINNING**;

thence South 89 degrees 39 minutes 37 seconds East, 329.71 feet;

thence along the East line of the West Half of the Southwest Quarter of the Northeast Quarter of said Northwest Quarter, South 0 degrees 00 minutes 59 seconds East, 657.85 feet;

thence along the South line of the said West Half, North 89 degrees 37 minutes 24 seconds West, 329.54 feet;

thence along the West line of said West Half, North 0 degrees 01 minutes 53 seconds West, 657.63 feet to the **POINT OF BEGINNING**.

Contains 216,802 square feet or 4.9771 acres, more or less.



EXHIBIT "B"

POINT OF COMMENCEMENT
NW COR
SEC 18, T4N, R1W,
3" COS BRASS CAP FLUSH
W PAT TILLMAN BLVD



N 163RD AVE
(BASIS OF BEARINGS)
S0°21'23"W 2633.85'

658.99'
APN: 503-57-008E
HUEY RICHARD
G/IRENE TR/WONG
W O/S O TR/ETAL

S89°34'49"E
578.69'

APN: 503-57-008C
MORGAN CAREY
D/LAUREN L

APN: 503-57-008D
CAMPANIA LLC

APN: 503-57-006
VALPARAISO LLC

APN: 503-57-038A
BREWER MARIA D
S89°39'37"E

POINT OF BEGINNING

TOTAL LAND AREA:
216,802 Square Feet
4.9771± Acres,
more or less

APN: 503-57-010R
FRONSMAN
GEORGE/CRYSTAL

APN: 503-57-010S
ARREOLA
ALFREDO/NORMA

APN: 503-57-026B
VALPARAISO LLC



75 0 150
scale feet

W1/4 COR
SEC 18, T4N, R1W,
MCDOT BRASS CAP IN HAND HOLE

22-0518.1

SUNRISE NURSERY
EXHIBIT "B"

ANNEXATION (APN 503-57-010K)



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T: 480.503.2200 | F: 480.503.2758
www.epsgroupinc.com

Citizen Participation Report

Sunrise Nursery Multi-Family Residential

Rezone and Annexation Request on 163rd Avenue and Planada Lane

Case No.: FS23-0138

Methods of Outreach

There were two neighborhood outreach meetings (in-person and virtual) that were scheduled for this application. The meetings were noticed by the applicant through a posted sign on May 1, 2023. The signed affidavit for this is included as Appendix A. The meetings were also noticed via mail by the City of Surprise. The following is a summary of the meetings.

In-person Neighborhood Outreach Meeting: May 17, 2023

The in-person Neighborhood Outreach Meeting was held on May 17, 2023 at the Asante Preparatory Academy, Media Center, 23251 N 166th Drive, at 6:00 p.m. There were six participants present, as listed in the sign in sheet, Appendix B. The applicant presented a proposed zoning exhibit (Appendix C) and discussed the annexation and rezone application at this meeting.

Virtual Neighborhood Outreach Meeting: May 24, 2023

A virtual neighborhood outreach meeting was scheduled for May 24, 2023. The meeting was hosted on Microsoft Teams. There was one participant who joined the meeting; however, the participant was non-responsive via camera and microphone. The applicant stayed online to try to communicate with the participant, but was not successful. The applicant provided their contact information and ended the meeting. Appendix D shows the presentation that would have been presented at the virtual neighborhood meeting.

Summary of Concerns

The following is a summary of the concerns expressed during the neighborhood outreach meeting and how the applicant addressed each concern:

- The neighboring property owner located immediately west of the site had concerns regarding the level of communication between themselves, City of Surprise, and the applicant. The neighbor expressed concerns that without proper communication, they cannot make informed decisions for the development of their property and that the development of multi-family residences will impact their property value. The applicant noted that they had been in contact with a representative of the neighboring property for a different application and that this neighborhood outreach meeting was another opportunity to continue these conversations. As the meeting progressed, the applicant addressed the comment regarding impacts to property values – the applicant stated that off-site infrastructure improvements on Planada Lane would add value to neighbors along Planada Lane.
- A neighbor inquired as to the potential for a rezone on the R-3 property south of the site. This R-3 parcel is under the same ownership as the site. The applicant informed the neighbor that the R-3 parcel will retain its current zoning. While there are no development plans prepared for the

site at present, it is anticipated that the site will be combined with the southern R-3 property for the development of multi-family residences.

- A neighbor inquired as to the maintenance of Planada Lane once it is built. The applicant informed the neighbors that the City will own and maintain Planada Lane. Planada Lane will ultimately be the secondary access road for the site. The developer will be responsible for the half street improvements on Planada Lane.
- Two neighbors raised concerns that the annexation of the site would create a county island for their properties. The applicant informed the neighbors of a potential solution related to easements to address this concern.
- A neighbor was concerned that the expansion of 163rd Avenue would create encroachments on their property. The applicant is not able to address this as part of this application as this expansion of 163rd Avenue is a separate City project.
- Neighbors posed questions about how traffic will be addressed with the development of the site. The applicant explained that there will not be a left out turn lane onto 163rd Avenue from Planada Lane. There is a planned median on 163rd Avenue that would prevent a left turn from Planada Lane. Additionally, if Planada Lane is built, a collector street will be constructed to move traffic from Planada Lane in a south then west orientation, where it will connect to 163rd Avenue at a new traffic signal.
- The property owner located immediately east of the site inquired as to the required buffer between the proposed multi-family development and their single-family property. The applicant explained that there will be a landscape buffer on the east side of the site.
- A neighbor inquired about the increase in density in the area and how the City plans to address related traffic. A City representative was present to address these questions.

The applicant closed the discussion with an explanation of the next steps in the application process.

Hearings

Since the Neighborhood Meetings, there have been two City Council hearings for the annexation process. The first was for the intent to annex on June 20, 2023, and the second a hearing to file the blank petition on August 15, 2023. The affidavit of posting for these hearings is included as Appendix E. There was no public comment leading up to these hearings or during these hearings.

After the 30-day waiting period was complete after filing the blank petition with the County, the applicant obtained the necessary signature from the property owner for the annexation petition. This is included as Appendix F.

The applicant will participate in future efforts to notice public hearings related to this case.

Appendix A
Sign Posting Affidavit

AFFIDAVIT OF POSTING

Application No: FS23-0138

Applicant Name: BEUS GILBERT MCGRODER PLLC

Location: SEC Planada Ln & 163rd Ave

Date Site Posted: 05/01/23

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

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

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

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

Meghan Liggett 5/01/23
Applicant/Representative Signature Date

This instrument was acknowledged before me on 05/01/23, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Marybeth Conrad
Notary Public
10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing City of Surprise

In-Person

Neighborhood Meeting

Planning & Zoning

City Council

Date: May 17, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asanta Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development



For more information, call: 623-222-3011 Surpriseaz.gov



May 01, 2023 09:56AM

16039 W Planada Ln

Page 493 of 692
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Planning & Zoning

City Council

Date: May 17, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy Media Center
23251 N 166th Dr, Surprise, AZ 85387

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



May 01, 2023 09:56AM
16039 W Planada Ln
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Planning & Zoning

City Council

Date: May 17, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85367

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



May 01, 2023 10:16AM
16039 W Planada Ln
Page 495 of 692
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Planning & Zoning

City Council

Date: May 17, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development



For more information, call: 623-222-3011 Surpriseaz.gov

May 01, 2023 10:16AM

16039 W Planada Ln

Page 496 of 692
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Planning & Zoning

City Council

Date: May 17, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

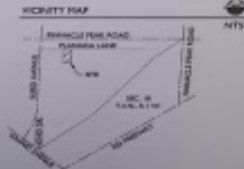
DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development



For more information, call: 623-222-3011 Surpriseaz.gov



May 01, 2023 10:36AM

16039 W Planada Ln

Page 497 of 692
Maricopa County

Notice of Public Hearing City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

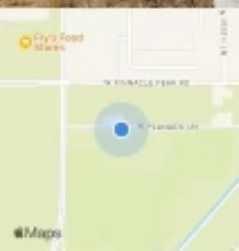
TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



May 01, 2023 10:36AM
16039 W Planada Ln
Maricopa County

Appendix B

May 17, 2023 Neighborhood Meeting: Sign in Sheet

Sign-In Sheet

Neighborhood Meeting

Sunrise Nursery Multi-Family Residential
Case No. FA23-0138

Wednesday, May 17, 2023, 6:00 p.m.

Asante Preparatory Academy

Media Center
23251 N 166th Dr, Surprise, AZ 85387

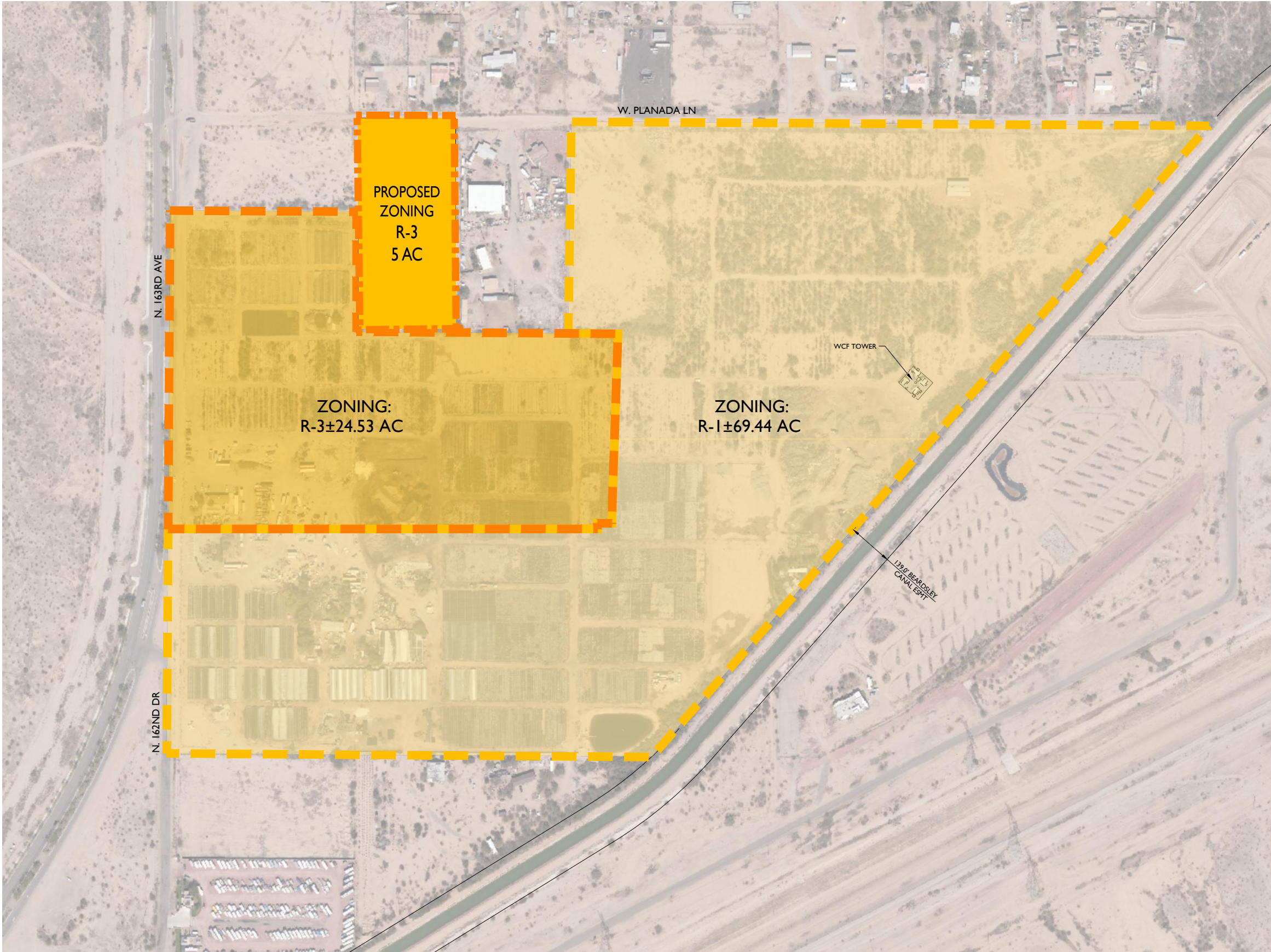
This Sign-In Sheet is a Public Record

PLEASE PRINT

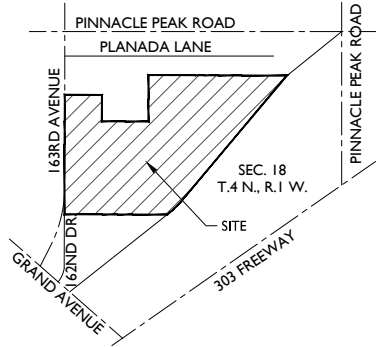
Name	Address	Phone Number	Email
Carey & Lauren Morgan			
George Franksman			
Bill CARON			
Kenn Peery			
Anton Jehn			

Appendix C

May 17, 2023 Neighborhood Meeting: Proposed Zoning Exhibit



VICINITY MAP



NTS

PROJECT TEAM

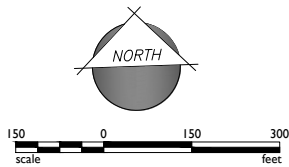
PROPERTY OWNER:
VALPARAISO LLC
CAMPANIA LLC
22435 N 163RD AVENUE
SURPRISE, AZ 85387
TEL: 602-628-7840
CONTACT: THE LAND AGENCY
c/o PAUL LAFFERTY
email: paty@taaz.com

PLANNING & ENGINEERING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., STE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: DAN AUXIER / JOSH HANNON
email: dan.auxier@epsgruoinc.com / josh.hannon@epsgruoinc.com

LAND USE ATTORNEY:
BEUS GILBERT
701 N 44TH ST
PHOENIX, AZ 85008
TEL: 480-429-3000
CONTACT: JEFFREY BLILIE
email: jblilie@beusgilbert.com

PROJECT DATA

APN(s):	503-57-003B, -006, -008D, -009J, -009L, -009K, -010F, -010G, -021A, & -026
EXISTING LAND USE:	UNDEVELOPED/AGRICULTURE
PROPOSED LAND USE:	MULTI-FAMILY & SINGLE-FAMILY RESIDENTIAL
EXISTING GENERAL PLAN:	COMMERCE/OFFICE
PROPOSED GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	RU-43 (MARICOPA COUNTY)
POST ANNEXATION ZONING:	RR
PROPOSED ZONING:	R1 & R-3
SITE ACREAGE:	93.97 GROSS ACRES 4,093,333 SQUARE FEET
MAX DENSITY:	5 DU/AC 12 DU/AC



1130 N Alma School Road, Suite120
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgruoinc.com



163RD & GRAND AVENUE

Maricopa County, Arizona

PROPOSED ZONING EXHIBIT

Project

Revisions:



Designer: JH
Drawn by: NG

Preliminary
Not For
Construction
Or
Recording

Job No.
21-0187

Sheet No.
1
of 01

Appendix D

May 24, 2023 Virtual Neighborhood Meeting: Presentation

Sunrise Nursery Multi-Family Residential

Neighborhood Outreach Meeting

May 24, 2023; 6:00 p.m.

Microsoft Teams

Agenda

1. Site Context and Background
2. Requests
3. Zoning
4. General Plan 2035
5. Proposed Project
6. Traffic Impacts
7. Closing
8. Questions and Answers

Site Context and Background

- 5 acres on one parcel within Maricopa County.
- Located on Planada Lane, off 163rd Avenue.
- Currently undeveloped with some residential use on the south end.



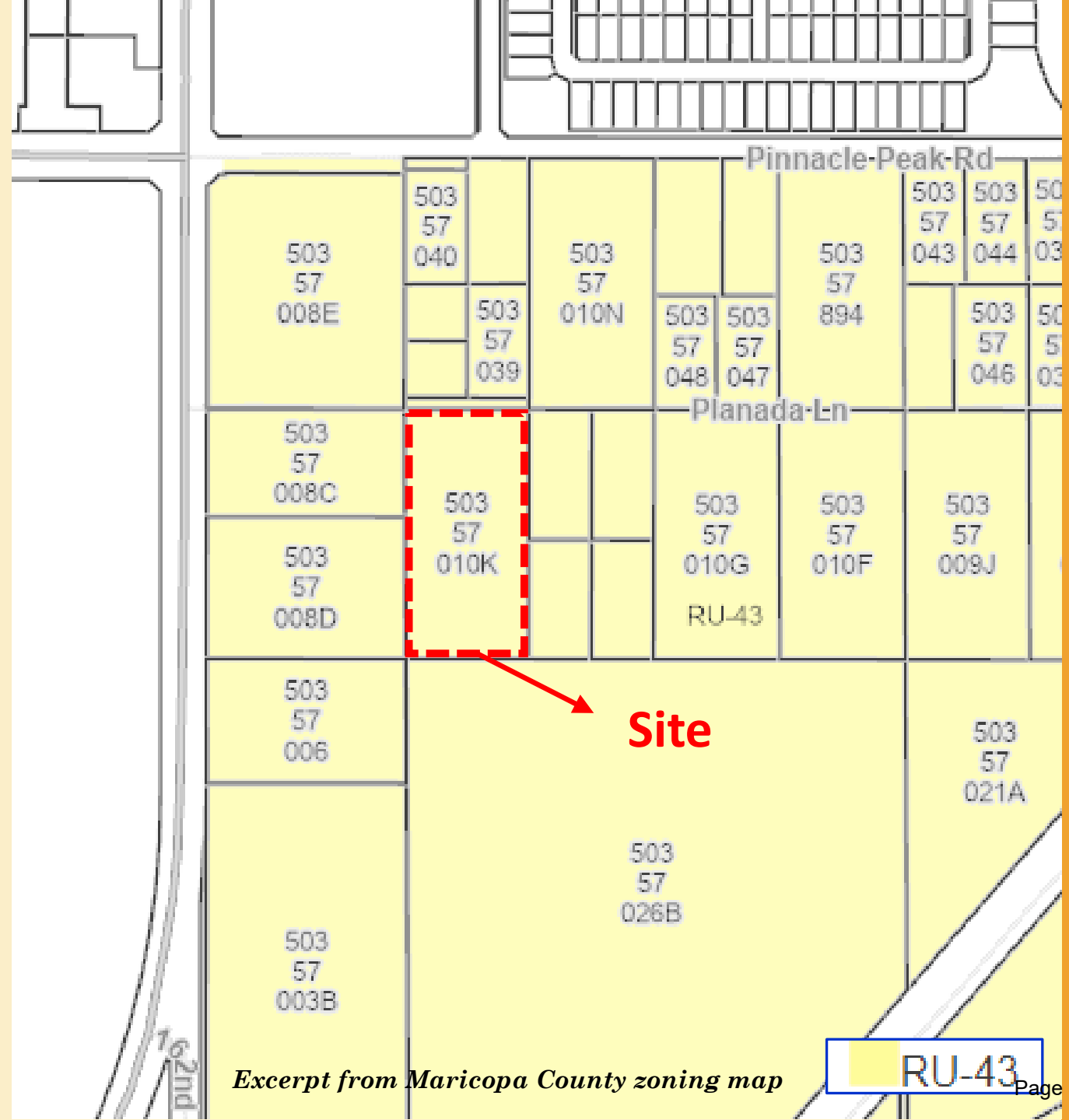
Requests

- Proposed Use
 - Multi-family
- Annexation Request
 - Maricopa County to City of Surprise
- Rezone Request upon Annexation
 - RR to R-3



Zoning

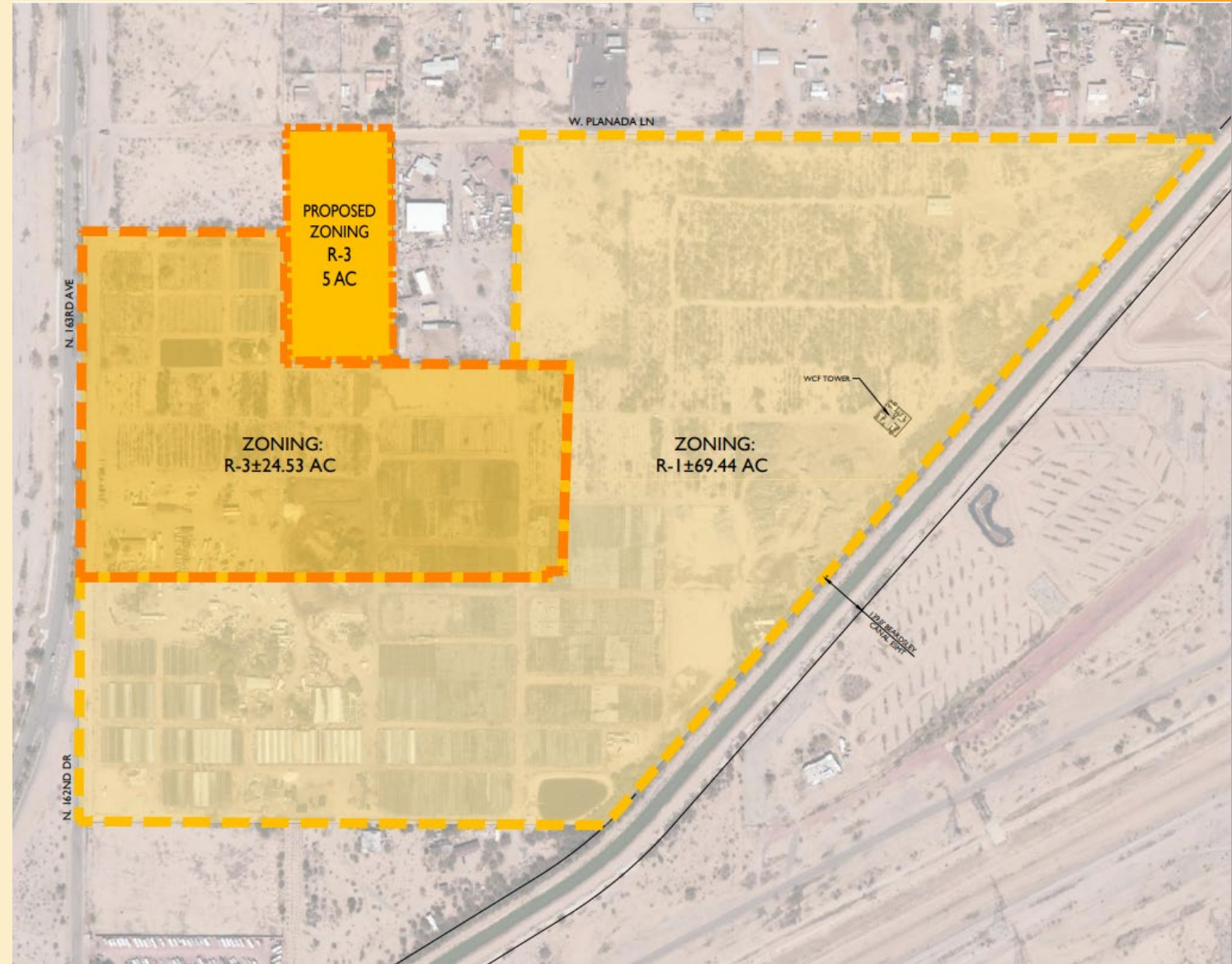
- Existing Zoning
 - Maricopa County
 - Rural-43



Zoning

- Proposed Zoning:
 - City of Surprise
 - Residential High Density (R-3)
- Relationship to surrounding properties:

Direction	Current Jurisdiction	Zoning
North	Maricopa County	RU-43
South	City of Surprise	R-3
East	Maricopa County	RU-43
West	Maricopa County and City of Surprise	RU-43 and R-3



General Plan 2035

- Property is within the City of Surprise Planning Area
- Character Area Land Use
 - Neighborhood
 - Rural Neighborhoods
 - Suburban Neighborhoods
 - Urban Neighborhoods

Proposed Project

- Proposed Use
 - Multi-Family Residential
- Total Area
 - 5 acres
- Open Space
 - 150 square feet/dwelling unit
 - Landscape buffer required from R-3 to Rural Residential zoning



Traffic Impacts

Weekday Trip Generation

- Daily Total: 270
- AM Peak Hour Total: 16
- PM Peak Hour Total: 20

Roadway Improvements upon Development

- Dedicating 30' of right-of-way along frontage on Planada Ln and constructing the southern half street
 - Minimum pavement width of 26'
- Providing a minimum of 26' of pavement on Planada Ln from parcel to 163rd Ave
- Restricting intersection of Planada Ln and 163rd Ave to 3/4 access; westbound left turns not permitted.
 - Modifying existing median on 163rd Ave as required

Closing

- Request to annex the site from Maricopa County into City of Surprise.
- Upon annexation, request to rezone the property to develop multi-family residential units.
- Proposed use is in conformance with the 2035 General Plan.

Questions?

Thank You!

Appendix E

Updated Sign Posting Affidavit

AFFIDAVIT OF POSTING

Application No: FS23-0138

Applicant Name: BEUS GILBERT MCGRODER PLLC

Location: SEC Planada Ln & 163rd Ave

Date Site Posted: 06/01/23

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

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

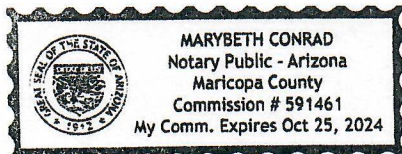
It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

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

Meghan Liggett
Applicant/Representative Signature

6/1/23
Date

This instrument was acknowledged before me on 06/01/23, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Mary Beth Conrad
Notary Public
10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Planning & Zoning-Rezone

Date: August 17, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone and Annexation Ordinance Approval

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov

VICINITY MAP



Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



Jun 01, 2023 10:08AM

16039 W Planada Ln

Page 518 of 692
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Planning & Zoning-Rezone

Date: August 17, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone and Annexation Ordinance Approval

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



Jun 01, 2023 10:08AM

16039 W Planada Ln

Page 519 of 692
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting Planning & Zoning-Rezone

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 168th Dr, Surprise, AZ 85374

Date: August 17, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone and Annexation Ordinance Approval

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138

City Council- Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 PM

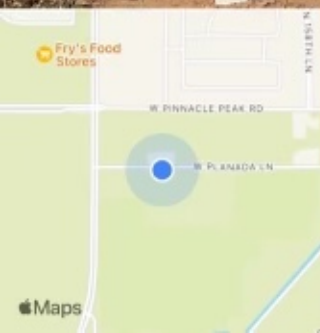
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council- Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



Jun 01, 2023 10:10AM

16039 W Planada Ln

Page 520 of 692

Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 169th Dr, Surprise, AZ 85381

Planning & Zoning-Rezone

Date: August 17, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone and Annexation Ordinance Approval

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



Jun 01, 2023 10:10AM

16039 W Planada Ln

Page 521 of 692
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 186th Dr, Surprise, AZ 85397

Planning & Zoning-Rezone

Date: August 17, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

**City Council-Rezone
and Annexation
Ordinance Approval**

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov

VEGETATION MAP



NOTE

Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

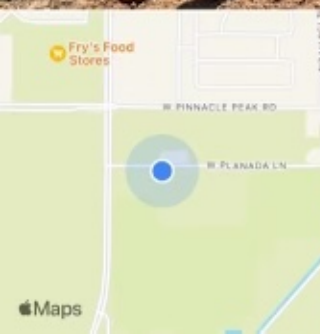
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



Jun 01, 2023 10:11AM

16039 W Planada Ln

Page 522 of 692

Maricopa County

Notice of Public Hearing

City of Surprise

In-Person Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85381

Planning & Zoning-Rezone

Date: August 17, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone and Annexation Ordinance Approval

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

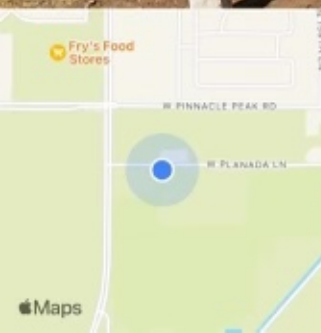
Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138
City Council-Annexation Hearing - Intent to Annex
Date: June 20, 2023
Time: 6:00 PM
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
City Council-Annexation Hearing - Blank Petition
Date: August 15, 2023
Time: 6:00 PM
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



Jun 01, 2023 10:11AM

16039 W Planada Ln

Page 523 of 692
Maricopa County

Appendix F

Annexation Petition

**TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF
SURPRISE, ARIZONA:**

We, the undersigned, the owners of one-half or more of the real and personal property that also represents one-half or more of the value of the real and personal property that would be subject to taxation by the City of Surprise in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Surprise, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked "Exhibit "B" and made a part hereof, request the City of Surprise to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed as part of the Surprise Case #FS23-0138, not already within the present limits of the City of Surprise and located in Maricopa County, Arizona, is as described and attached hereto, marked Exhibit "A" and made part thereof:

DATE	NAME OF PROPERTY OWNER	MAILING ADDRESS	PHONE NO	PARCEL NUMBER OR LEGAL DESCRIPTION
------	------------------------------	-----------------	----------	--

12-21-2023 Saul Carranza 623-764.0324 503-57-010K

22439 N 163 Avenue Surprise, Az 85387

Saul Curoy



Carol Serpil 12/21/23

RESOLUTION # 2023-60

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DIRECTING THE RECORDING OF A BLANK PETITION FOR ANNEXATION PURSUANT TO A.R.S. § 9-471 TO INITIATE THE PROCESS OF ANNEXING CERTAIN PROPERTY THAT ADJOINS AND IS CONTIGUOUS TO THE CITY OF SURPRISE CONSISTING OF APPROXIMATELY 4.97 ACRES LOCATED EAST OF 163RD AVENUE AND SOUTH OF PLANADA LANE IN MARICOPA COUNTY, ARIZONA

WHEREAS, it has been proposed that the City of Surprise annex certain property of a portion of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described in the attached ***Exhibit A***;

WHEREAS, the area to be annexed adjoins the exterior boundary of the City of Surprise for at least 300 feet and is otherwise contiguous to the City; and

WHEREAS, A.R.S. § 9-471(A)(1) requires that the City file, in the office of the Maricopa County, Arizona Recorder, a blank petition setting forth the legal description, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***.

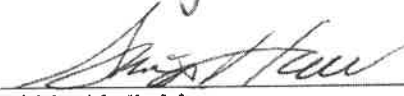
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City Clerk shall record with the Office of the Maricopa County Recorder a blank annexation petition containing the legal description of the property, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***. The City Clerk shall also record a sworn affidavit verifying that no part of the territory proposed to be annexed is already subject to an earlier filing for annexation.

Section 2. The City Clerk shall call a public hearing for the purpose of consideration of the proposed annexation, said hearing to be noticed for a date between twenty (20) to thirty (30) days after filing the blank annexation petition, in accordance with A.R.S. § 9-471 (A)(3).

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

APPROVED AND ADOPTED this 20th day of June, 2023.



Skip Hall, Mayor

Attest:



Sherry Aguilar, City Clerk

Approved as to form:



Robert Wingo, City Attorney



Exhibit "A"
Legal Description
Sunrise Nursery
Annexation (APN 503-57-010K)

Job No. 22-0518.1

April 21, 2023

A portion of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 18, being marked by a 3" City of Surprise brass cap flush, from which the West Quarter Corner of said Section 18, being marked by a 2-3/4" Maricopa County Highway Department brass cap in handhole, bears South 0 degrees 21 minutes 23 seconds West, 2633.85 feet

thence along the West line of said Northwest Quarter, South 0 degrees 21 minutes 23 seconds West, 658.99 feet;

thence South 89 degrees 34 minutes 49 seconds East, 578.69 feet to the **POINT OF BEGINNING**;

thence South 89 degrees 39 minutes 37 seconds East, 329.71 feet;

thence along the East line of the West Half of the Southwest Quarter of the Northeast Quarter of said Northwest Quarter, South 0 degrees 00 minutes 59 seconds East, 657.85 feet;

thence along the South line of the said West Half, North 89 degrees 37 minutes 24 seconds West, 329.54 feet;

thence along the West line of said West Half, North 0 degrees 01 minutes 53 seconds West, 657.63 feet to the **POINT OF BEGINNING**.

Contains 216,802 square feet or 4.9771 acres, more or less.



EXHIBIT "B"

POINT OF COMMENCEMENT
NW COR
SEC 18, T4N, R1W,
3" COS BRASS CAP FLUSH
W PAT TILLMAN BLVD



N 163RD AVE
(BASIS OF BEARINGS)
S0°21'23"W 2633.85'

658.99'
APN: 503-57-008E
HUEY RICHARD
G/IRENE TR/WONG
W O/S O TR/ETAL

S89°34'49"E
578.69'

APN: 503-57-008C
MORGAN CAREY
D/LAUREN L

APN: 503-57-008D
CAMPANIA LLC

APN: 503-57-006
VALPARAISO LLC

APN: 503-57-038A
BREWER MARIA D
S89°39'37"E

POINT OF BEGINNING

TOTAL LAND AREA:
216,802 Square Feet
4.9771± Acres,
more or less

APN: 503-57-010R
FRONSMAN
GEORGE/CRYSTAL

APN: 503-57-010S
ARREOLA
ALFREDO/NORMA

APN: 503-57-026B
VALPARAISO LLC



75 0 150
scale feet

W1/4 COR
SEC 18, T4N, R1W,
MCDOT BRASS CAP IN HAND HOLE

22-0518.1

SUNRISE NURSERY
EXHIBIT "B"

ANNEXATION (APN 503-57-010K)



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T: 480.503.2200 | F: 480.503.2758
www.epsgroupinc.com

AFFIDAVIT OF POSTING

Application No: FS23-0138

Applicant Name: BEUS GILBERT MCGRODER PLLC

Location: SEC Planada Ln & 163rd Ave

Date Site Posted: 5/10/2024

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

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

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

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

Patrick Anspaugh 5-10-2024
Applicant/Representative Signature Date

This instrument was acknowledged before me on 5/10/2024, by Patrick Anspaugh. I witness whereof I hereunto set my hand and official seal.



Jesse Simpson
Notary Public
5/31/2027
My commission expires

Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).

In-Person

Planning & Zoning-Rezone

City Council-Rezone

Date June 6, 2024

Date: June 18, 2024

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138



Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov

Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 PM

Location: 15000 N Civic Center Plaza

Surprise AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 PM

Location: 16000 N Civic Center Plaza

Surprise, AZ 85374

City Council
Amendment Ordinance

Approve

Date: July 18, 2004

TIME 2:01 PM

Location: 1900 N. Civic Center Plaza
Chicago, IL 60610

Surprise, AZ 05014

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Planning & Zoning-Rezone

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138,

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-

Annexation Ordinance

Approval

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



May 10, 2024 at 11:37 AM
16039 W Planada Ln
Surprise, AZ 85387
Page 532 of 692
United States

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting Planning & Zoning-Rezone

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-

Annexation Ordinance

Approval

Date: June 18, 2024

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



May 10, 2024 at 11:49 AM
16039 W Planada Ln
Surprise, AZ 85387
Page 533 of 692
United States

Notice of Public Hearing City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 169th Dr, Surprise, AZ 85387

Planning & Zoning-Rezone

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138



Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov

Case # FS23-0138

City Council- Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council- Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-

Annexation Ordinance

Approval

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



May 10, 2024 at 11:51 AM
16039 W Planada Ln
Surprise, AZ 85387
United States

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Planning & Zoning-Rezone

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 PM

Location: 16000 N. Civic Center Plaza

Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Time: 6:00 PM

City Council

Annexation Ordinance

Approval

Date: June 18, 2004

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



May 10, 2024 at 12:05 PM
16039 W Planada Ln
Surprise, AZ 85387
Page 535 of 692
United States

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 168th Dr, Surprise, AZ 85387

Planning & Zoning-Rezone

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov

VELOCITY MAP

PRINCIPLE PLANS

PLANNED LANE

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-

Annexation Ordinance

Approval

Date: June 18, 2024

Time: 6:00 PM

Location: 16000 N Civic Center Plaza

Surprise, AZ 85374

May 10, 2024 at 12:05 PM

16039 W Planada Ln

Surprise, AZ 85387

Page 536 of 692
United States



Memorandum

To: Lloyd Abrams, Director, Community Development
From: Stacie Cameron, Sr. Financial Management Analyst
Date: December 12, 2023
Re: FS23-0138 Sunrise Nursery Fiscal Impact Analysis

Per the Annexation Policy Manual – 2008 Revision, a land use based fiscal impact analysis has been conducted utilizing data provided by the applicant. The data provided assumes multi-family residential development of approximately 5 acres generally located southeast of Planada Lane and 163rd Ave.

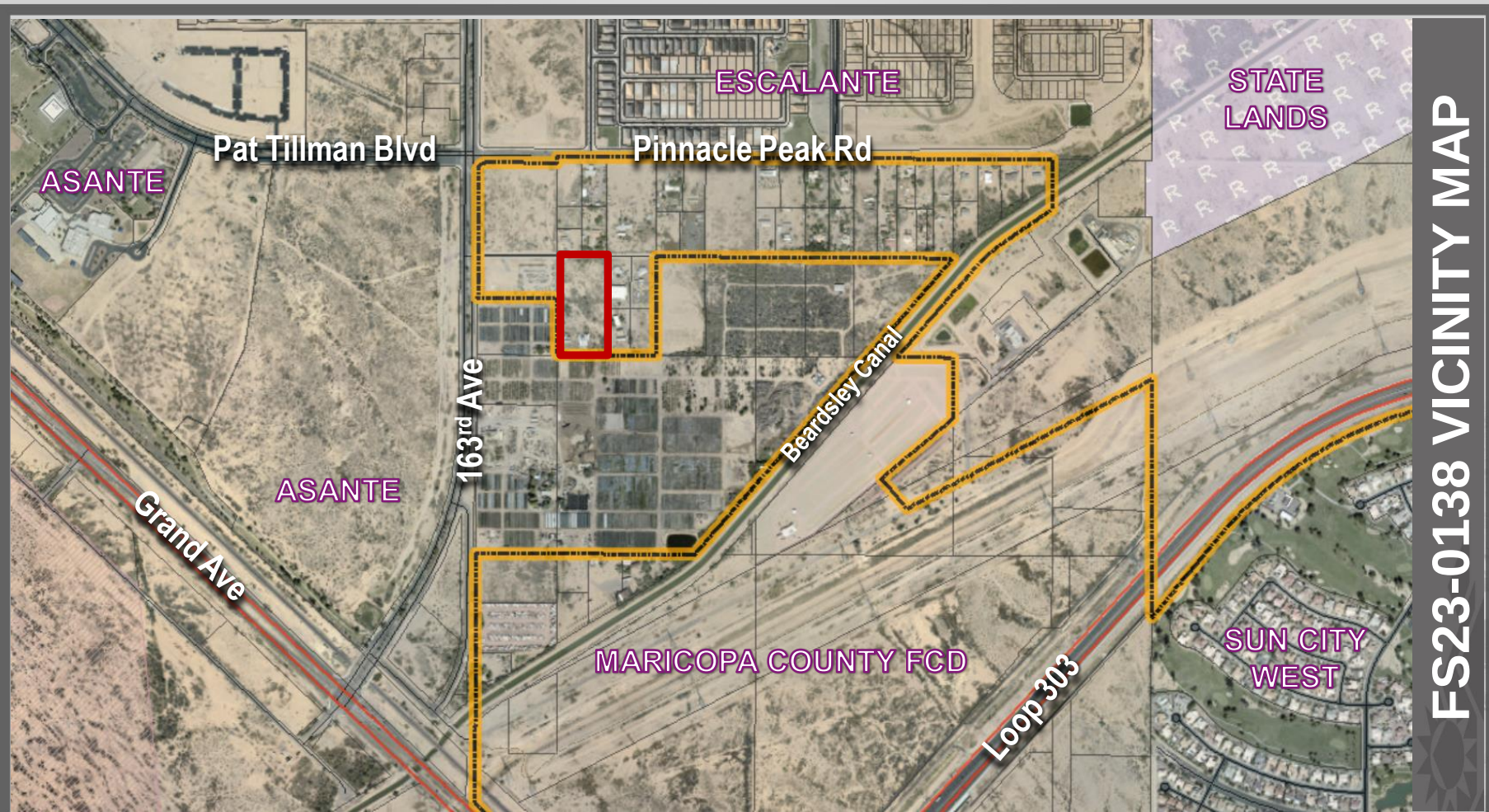
Based on the land use information, the construction timeline, and the development assumptions, the net financial impact to the operating funds of the City of Surprise is positive, with the largest revenue impact occurring in year one (2026) due to construction sales tax collection. Over twenty years, expenses are projected to be \$1,848,321, and revenue is projected to be \$2,099,066, resulting in a net financial impact of \$250,745.



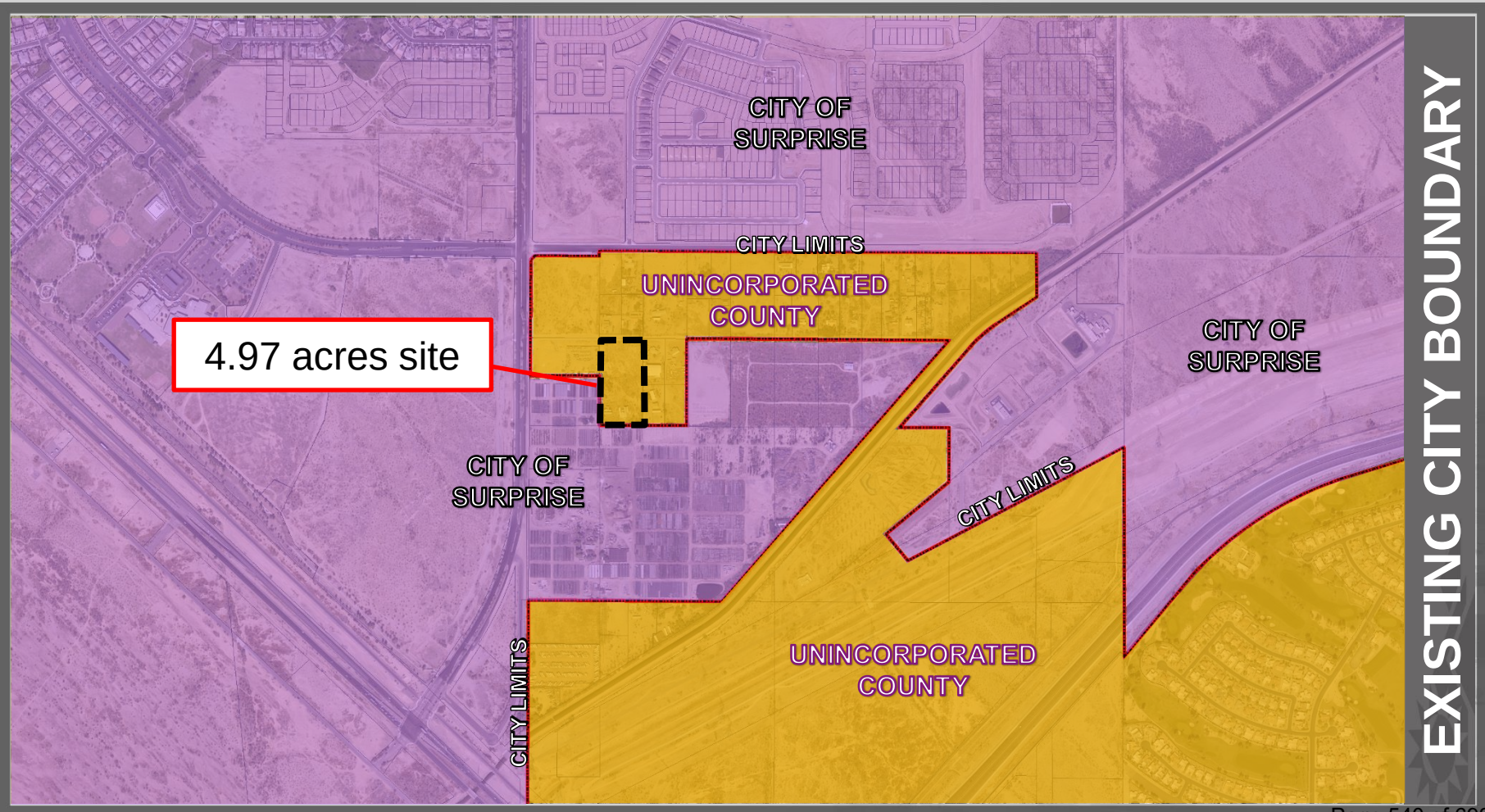
FS23-0138

Sunrise Nursery Multi-Family Residential Annexation

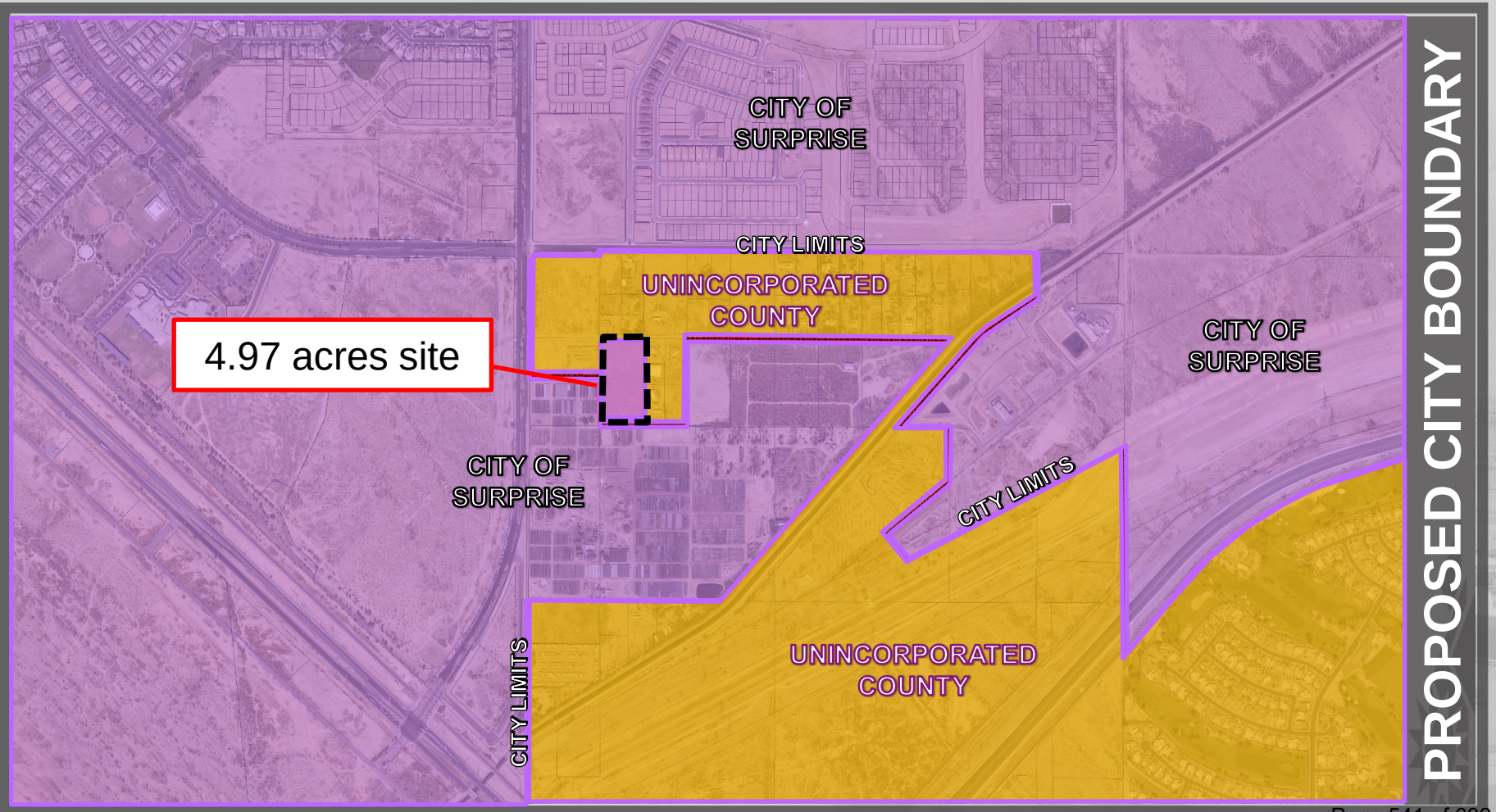
City Council
June 18, 2024



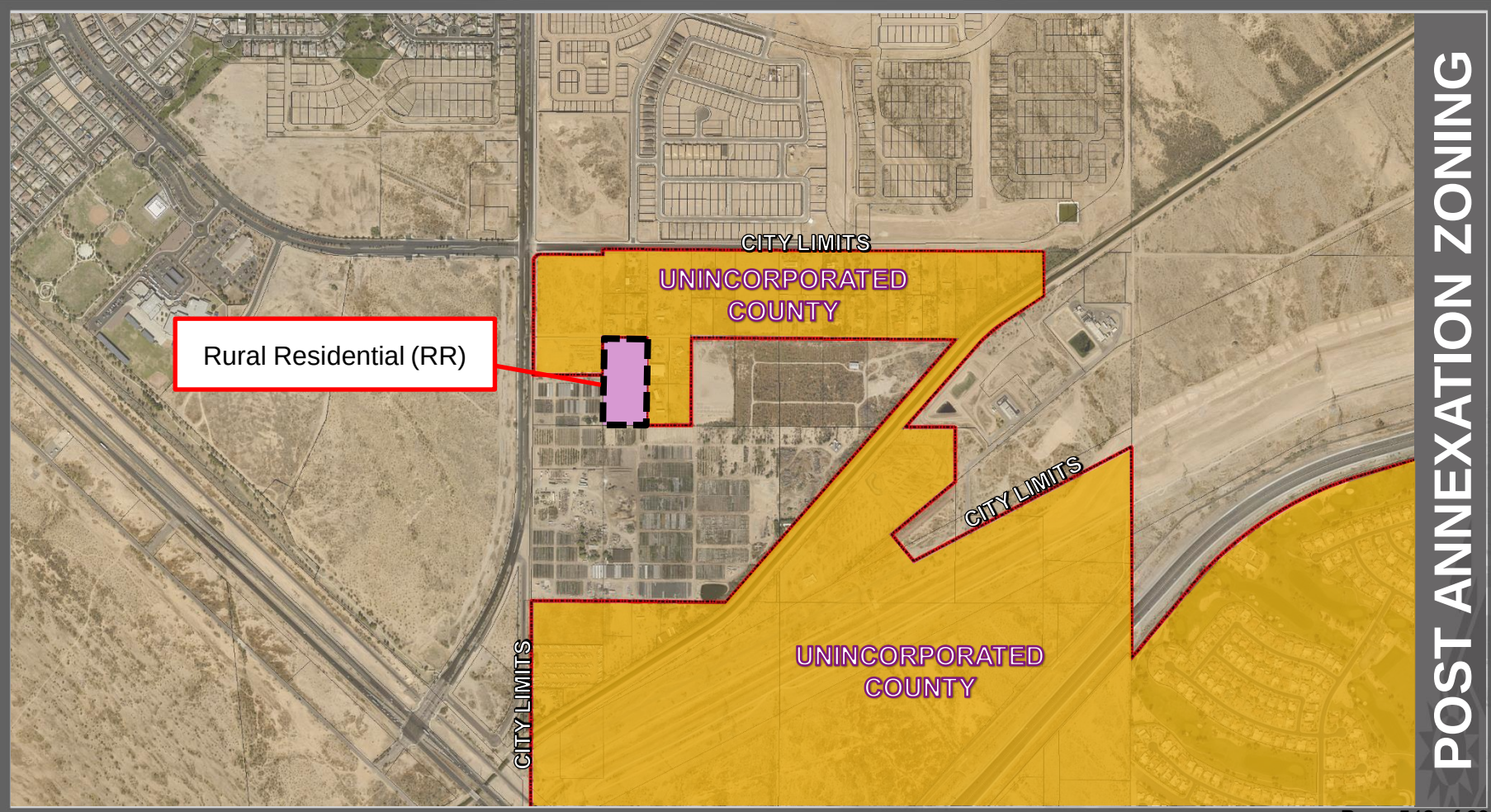
FS23-0138 VICINITY MAP



EXISTING CITY BOUNDARY



PROPOSED CITY BOUNDARY



POST ANNEXATION ZONING

Annexation Steps

Resolution for the Intent to Annex: ✓

- Approve Resolution for Blank Petition
- City Council meeting – June 20, 2023

File Blank Petition: ✓

- Begins 30-day waiting period
- Reach out to County Assessor and Dept of Revenue
- July 17, 2023 – petition filed

Public Hearing (Discussion Only): ✓

- City council holds public hearing to discuss the annexation

Obtain Property Owner Signature: ✓

Public Hearing to approve/deny annexation ← Tonight

Concurrent Cases

Planning and Zoning Commission and City Council

➤ **FS23-0138 Rezone under same case:**

- ✓ Rezoning: From RR to R-3



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to a Zone Change from Rural Residential (RR) to Residential High Density (R-3) for property generally located east of 163rd Avenue and south of Planada Lane;
Ordinance #2024-19.

Motion:

I move to [approve/deny] Ordinance# 2024-19.

Background:

Gilbert Blilie, PLLC, representing the property owner, requests a Zone Change of approximately 4.97 acres on one (1) undeveloped parcel from Rural Residential (RR) to Residential High Density (R-3) on property generally located east of 163rd Avenue and south of Planada Lane.

Objective Analysis:

This Zone Change will allow the applicant to develop a multi-family residential development on the subject property.

Policy Compliant:

The requested Zone Change is consistent with the Surprise Land Development Ordinance and advances the goals and policies of 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 - FS23-0138 Sunrise Nursery Multi-Family Residential - Rezone - Staff Report
 2. 01 - FS23-0138 Sunrise Nursery Multi-Family Residential - Rezone - Vicinity Map
 3. 02 - FS23-0138 Sunrise Nursery Multi-Family Residential - Rezone - Existing Zoning Map
 4. 03 - FS23-0138 Sunrise Nursery Multi-Family Residential - Rezone - Proposed Zoning Map
 5. 04 - FS23-0138 Sunrise Nursery Multi-Family Residential - Rezone - Rezone Document
 6. 05 - FS23-0138 Sunrise Nursery Multi-Family Residential - Rezone - Citizen Participation Report
- REDACTED
 7. 06 - FS23-0138 Sunrise Nursery Multi-Family Residential - Rezone - Affidavit of Posting
 8. 07 - FS23-0138 Sunrise Nursery Multi-Family Residential - Rezone - Luke AFB Letter
 9. 08 - FS23-0138 Sunrise Nursery Multi-Family Residential - Rezone - Draft Ordinance (1)
 10. FS23-0138 Sunrise Multi-Family Residential - Rezone - PowerPoint
-

Case: FS23-0138

Project Name: Sunrise Nursery Multi-Family - Rezone

Council District: 1 – Acacia

City Council Date: June 18, 2024

Planner: Chris Sexton, Planner II

Owner: Valparaiso, LLC

Applicant: Marcela Mora-Yatko with Gilbert Blilie, PLLC

Request: Zone Change from Rural Residential (RR) to Residential High Density (R-3).

Site Location: Generally located east of 163rd Avenue and south of Planada Lane

Site Size: 4.97 acres (approx.)

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

Support/Opposition: See attached Citizen Participation Report.

Commission Recommendation: As of the writing of this staff report, the Planning & Zoning Commission has not yet provided a recommendation. This item is scheduled to be heard by the Commission on June 6, 2024. Their recommendation will be incorporated into the presentation to the City Council.

Project Description:
Gilbert Blilie, PLLC, representing the property owner, requests a Zone Change of approximately 4.97 acres on one (1) undeveloped parcel from Rural Residential (RR) to Residential High Density (R-3) on property generally located east of 163rd Avenue and south of Planada Lane.

Background:

September 1, 2022: Staff reviewed the subject request at a Concept Review meeting under CR22-0888.

February 10, 2023: The applicant filed the subject request under Case FS23-0138.

May 17, 2023: The applicant held a Neighborhood Outreach meeting in-person for this request at the Asante Preparatory Academy.

May 24, 2023: The applicant held a Neighborhood Outreach meeting virtually for this request.

June 20, 2023: Surprise City Council approved Resolution 2023-60 Sunrise Nursery Multi-Family Residential - Intent to Annex.

July 17, 2023: Surprise City Clerk filed a blank petition with legal description and affidavit verifying that territory is not subject to an earlier filing for annexation as filed with the Maricopa County Recorder's Office. Notice and copies of filings were sent to the Clerk of the Board of Supervisors and County Assessor.

August 15, 2023: Surprise City Council held a public hearing within the last ten days of the 30-day waiting period pursuant to A.R.S. §9-471.

December 21, 2023: The city received the signed petition.

Neighborhood Meeting Summary:

The site was posted on May 1, 2023, to alert interested citizens and stakeholders of both the in-person and virtual meetings on May 17, 2023 and May 24, 2023, respectively. An outreach meeting was held in-person at the Asante Preparation Academy on May 17, 2023. Approximately six (6) residents participated in the meeting. The applicant answered questions regarding the decrease in their property values, zoning, Planada Lane, and traffic.

There was one (1) attendee at the virtual meeting however, the attendee was non-responsive via camera and microphone. The applicant tried to communicate with the attendee but was not successful. The applicant provided their contact information and ended the meeting.

A summary of both outreach meetings are provided in the attached Citizen Participation Report.

Analysis and Discussion:

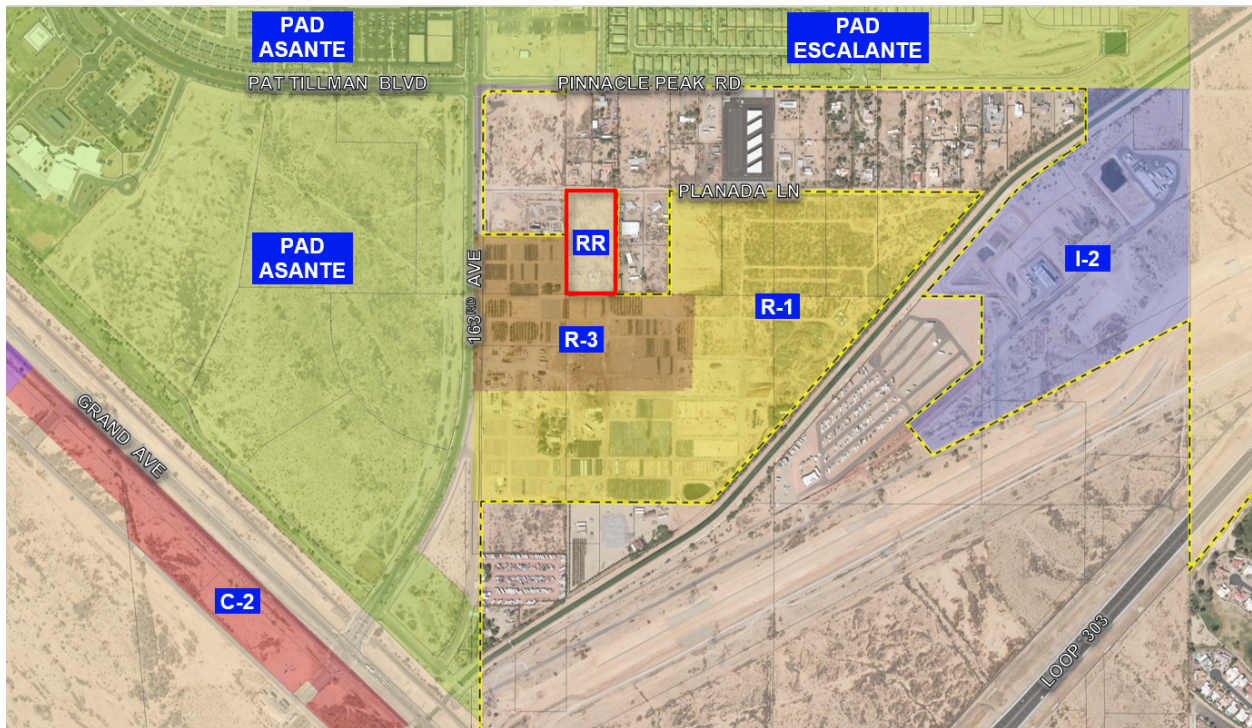
At the time of this report, the subject property is in Maricopa County jurisdiction outside of the city limits. The current zoning of the subject property is Rural-43 (RU-43) under County jurisdiction. In conjunction with this Zone Change application, the applicant submitted an

June 18, 2024
City Council
Case: FS23-0138
Sunrise Nursery Multi-Family Residential - Rezone
Page 2 of 6

annexation request under the same subject case, to incorporate the subject property into the City of Surprise. If the annexation is approved by the Mayor and City Council, the subject property will assume like-zoning of Rural Residential (RR), which is the city's equivalent zoning to Maricopa's County RU-43 zoning district. If the annexation is denied by the Mayor and City Council, this Zone Change request becomes null and void.

The applicant requests to rezone 4.97 acres, following the annexation of the subject property, from Rural Residential (RR) to Residential High Density (R-3) to accommodate a future multi-family residential development.

Existing Zoning

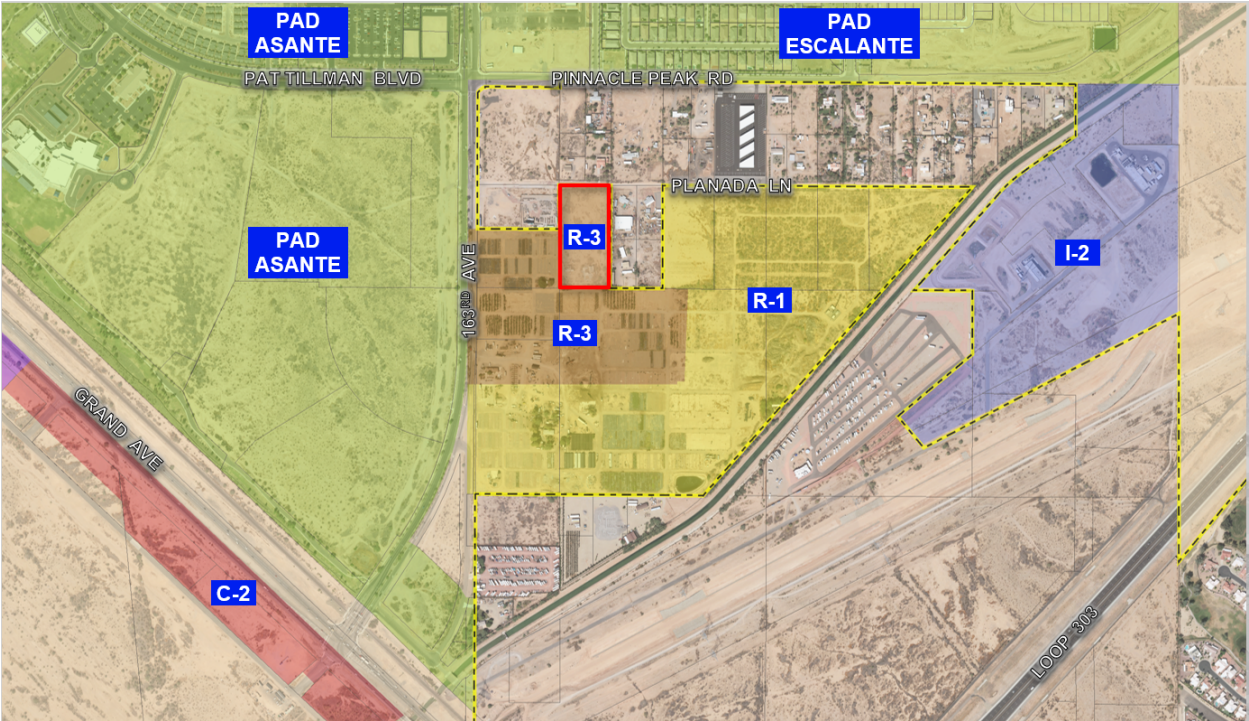


Maricopa County (RU-43)	Maricopa County (RU-43)	Maricopa County (RU-43)
Residential High Density (R-3)	Rural Residential (RR)	Maricopa County (RU-43)
Residential High Density (R-3)	Residential High Density (R-3)	Residential High Density (R-3)

Proposed Zoning

June 18, 2024
City Council
Case: FS23-0138
Sunrise Nursery Multi-Family Residential - Rezone
Page 3 of 6

106



107
108

Maricopa County (RU-43)	Maricopa County (RU-43)	Maricopa County (RU-43)
Residential High Density (R-3)	Residential High Density (R-3)	Maricopa County (RU-43)
Residential High Density (R-3)	Residential High Density (R-3)	Residential High Density (R-3)

109
110
111
112
113
114
115
116

Development Standards:

The proposed project will be developed per the current development standards for R-3 zoning districts, as shown in the Surprise Land Development Ordinance (LDO).

The following table depicts the R-3 Development Standards per Density as depicted in the Land Development Ordinance (LDO).

Table 106-2e - Residential High Density (R-3) Zoning district			
Net Density (du/ac)	8-11.9	12-14.9	15+
Min. Setback to Arterial ROW (ft) ²	20	20	20
Min. Setback to Collector and Local ROW (ft) ²	15	15	15
Min. Setback Adjacent to Residential Zoning (ft)	10	15	20
Min. Setback Adjacent to Non-Residential Zoning (ft)	20	20	20
Max. Bldg. Height ¹ (ft)	45	50	60
Open space (sf/du)	150	150	150
Notes: 1. The height of any structure, or portions thereof, shall not exceed thirty feet (30') in height measured at the setback line when adjacent to Single-family, Two-family, Three-family development parcels. The height of the accessory structure may increase at a ratio of one foot vertical for every one foot horizontal (1':1') as measured relative to the property line to a maximum height equal to the zoning 2. Setback may be reduced to 10' along Collector or Local right-of-way for units that open to the street and exclude a perimeter wall			

The applicant proposes a multi-family residential development. At the time of this report, the applicant has not established the total number of units, this will be determined at the time of Site Plan review. At the time of Site Plan review, the project will be reviewed against the requirements of the LDO and the Planning and Engineering Design Standards (PEDS)

Utility and Services Table:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Schools:	Dysart Unified School District

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area which, in a suburban neighborhood, supports residential development of eight dwelling units per acre (8 DU/Ac) or greater. The proposed Zone Change demonstrates consistency with this land use category. The proposed Zone Change will allow for high density residential.

Reviewing Agencies:

In addition to the standard city reviewing agencies, Maricopa Water District and Luke AFB were included in the routing of this request. These agencies indicated no objections to the request.

141 **Summary:**

142 The proposed Zone Change request is for the development of a future multi-family
143 development. The project is consistent with the manner and intent of the Surprise Municipal
144 Code and Surprise General Plan 2035. If approved, the site will be developed in accordance
145 with the requirements of the City of Surprise. A separate but related Annexation request is
146 under review under the same case number.

147
148 **Findings:**

- 149 • The proposed Zone Change is consistent with the Surprise General Plan 2035.
- 150 • The project is consistent with the Surprise Municipal Codes.
- 151 • The reviewing agencies have indicated no objections to the request.

152
153 **Recommendation:**

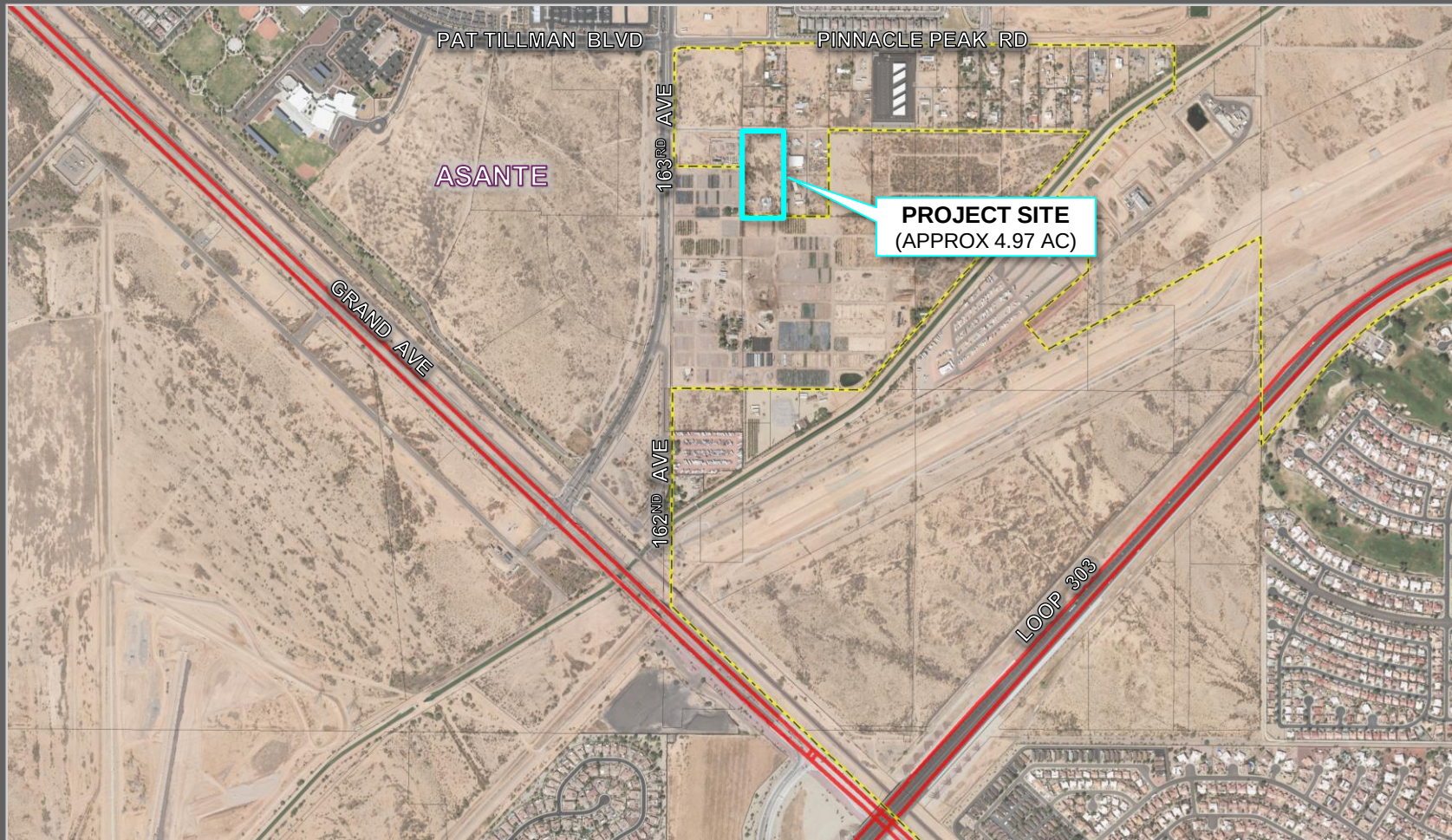
154 As of the writing of this staff report, the Planning & Zoning Commission has not yet provided
155 a recommendation. This item is scheduled to be heard by the Commission on June 6, 2024.
156 Their recommendation will be incorporated into the presentation to the City Council. Staff
157 recommended stipulations 'a' and 'b' as outlined below:

- 158
159 a. Development and use of the site shall be consistent with the rezone document entitled
160 "Sunrise Nursery Multi-Family Residential," dated June 2, 2023.
- 161
162 b. Non-compliance with the stipulations of approval of this case will be treated as a
163 violation in accordance with the applicable provisions of the Surprise Municipal Code.

164
165 However, should the City Council wish to **deny** the request, the City Council should make its
166 own findings and base its decision on those alternative findings.

167
168 **Attachments:**

169 01 Vicinity Map
170 02 Current Zoning Map
171 03 Proposed Zoning Map
172 04 Rezone Document
173 05 Citizen Participation Report - REDACTED
174 06 Affidavit of Posting
175 07 Luke AFB comments
176 08 Ordinance 2024-19
177 PPT



FS23-0138 VICINITY MAP

PAD
ASANTE

PAT TILLMAN BLVD

PAD
ESCALANTE

PINNACLE PEAK RD

PAD
ASANTE

PLANADA LN

RR

R-1

R-3

I-2

C-2

GRAND AVE

163RD AVE

LOOP 303

FS23-0138 EXISTING ZONING

PAD
ASANTE

PAT TILLMAN BLVD

PAD
ESCALANTE

PINNACLE PEAK RD

PAD
ASANTE

PLANADA LN

R-3

I-2

R-1

R-3

C-2

GRAND AVE

163RD AVE

LOOP 303

FS23-0138 PROPOSED ZONING

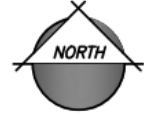
Rezone Document

5.0 acres Rezoned to R-3 on
163rd Avenue and Planada Lane
Sunrise Nursery Multi-Family Residential

Case #: FS23-0138

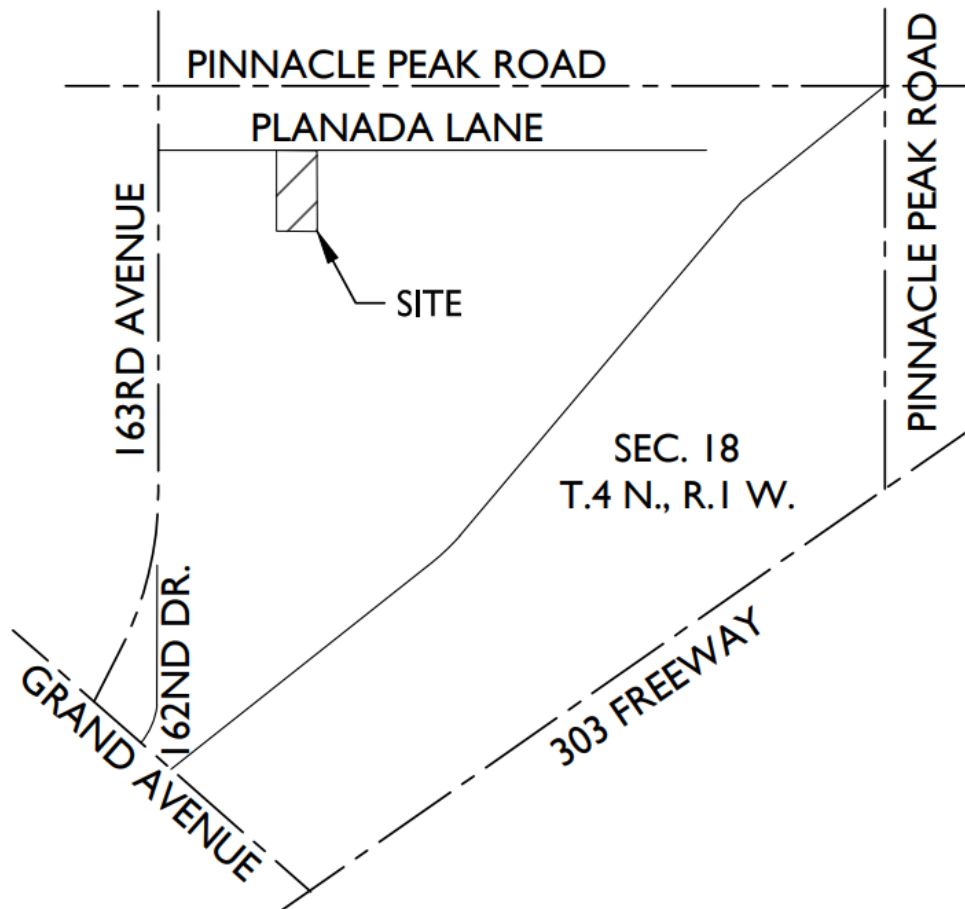
1st Submittal: February 9, 2023

2nd Submittal: June 2, 2023



VICINITY MAP

NTS



Owner and Developer

Valpariso LLC
22345 N 163rd Ave
Surprise, AZ 85387
Contact: Olinda Aguirre

Engineering

EPS Group, Inc.
1130 N Alma School Rd, Ste 120
Mesa, AZ 85201
Contact: Natalie Maikoski
480-503-2250
natalie.maikoski@epsgroupinc.com

Legal Counsel

Beus Gilbert McGroder, PLLC
701 N. 44th St
Phoenix, AZ 85008
Contact: Marcela Mora-Yatko
480-429-3044
Mmora-yatko@beusgilbert.com

Table of Contents

1.	Narrative	3
	Introduction	3
	Description	3
	Current and Historical County Zoning	3
	Proposed Zoning	4
	Compatibility with Surrounding Area	4
2.	Compliance with the General Plan	4
3.	Legal Description.....	5

Exhibits

Exhibit A	Location of Site	6
Exhibit B	Existing Zoning	7
Exhibit C	Proposed Zoning	8
Exhibit D	General Plan Designation	9
Exhibit E	Legal Description	10

1. Narrative

Introduction

This request is to rezone a parcel generally located east of the southeast corner of Planada Land and 163rd Avenue from the post -annexation zoning district of RR to R-3. The location of the site is shown on Exhibit A. This parcel, APN 503-57-010K, is concurrently undergoing an annexation application to annex the parcel from Maricopa County into the City of Surprise and as such, this request is dependent on the annexation of the parcel.

Description

The current county zoning is Rural-43. Upon annexation, the parcel would receive the like zoning for the City which is Rural Residential. The purpose of the annexation and rezone is to develop a multifamily residence that will utilize City services and infrastructure. The proposed multi-family project is anticipated to have a maximum density of 8 dwelling units/acre with a maximum of 40 total units. The multi-family development will also include open space at a ratio of 150 square feet per dwelling unit. The following table summarizes this information.

Table 1. Project Information

Total Area	5.0 acres
Max Density	8 du/ac
Max Allowable Units	40
Open Space	150 SF/du

It is anticipated that development will occur in one phase.

The following outlines the infrastructure and utility service providers for the development:

Water	City of Surprise
Wastewater	City of Surprise
Electric	Arizona Public Service
Gas	Southwest Gas
Refuse	City of Surprise
Fire	City of Surprise
Police	City of Surprise

Current and Historical County Zoning

The current Maricopa County zoning for this parcel is Rural-43. The post-annexation zoning district in the City of Surprise is anticipated to be Rural Residential. Exhibit B shows the current zoning for the property.

Through the Zoning Verification process through Maricopa County, it was determined that there have been no zoning cases associated with the parcel. It was also determined that structures on this site were built within the timeframe of 1976-1986, in which building permits were not required for structures to be built.

Proposed Zoning

The proposed zoning is R-3 to allow for multi-family residential units. Exhibit C shows the proposed zoning for the property. The density for the proposed rezone is 8 dwelling units per acre.

Compatibility with Surrounding Area

The subject property is located in a growing area within and near the City of Surprise, located near the Arizona State Route 303 and Grand Avenue. The adjacent properties all have existing residential zoning. Additional buffering is required from multi-family zoning to rural residential zoning per the City's Planning Design Guidelines. The following is a summary of the adjacent properties:

Direction	Current Jurisdiction	Zoning
North	Maricopa County	RU-43
South	City of Surprise	R-3
East	Maricopa County	RU-43
West	Maricopa County and City of Surprise	RU-43 and R-3

2. Compliance with the General Plan

The parcel is located with the City of Surprise planning area as identified in the 2035 General Plan Land Use Map, shown on Exhibit D. The Land Use Map identifies this area as Neighborhood, which includes rural neighborhoods, suburban neighborhoods, and urban neighborhoods. As the General Plan notes, typical uses for urban neighborhoods includes multi-family residential.

The proposed multi-family residential development will be consistent with the 2035 General Plan land use plan for this property. The proposed development aligns with the following goals and policies from the 2035 General Plan:

Land Use Element

Goal 1: Unique Community. The City of Surprise will provide a unique living experience by offering a sense of place and an intimate community atmosphere with all the conveniences of an active urban area.

Policy 2. The City shall coordinate with established neighborhoods to continue to foster stable households, while new development will provide options for future residents.

Goal 6: Variety of Housing. Provide high-quality housing in a range of residential densities and types.

Policy 1. The City shall encourage development of neighborhoods that broaden the choice of type, size, and affordability of housing in Surprise

Housing Element

Goal 2: Housing Variety. Seek a variety of housing options that meet the socioeconomic needs of people who live and work in the City.

Policy 5. Maintain a communitywide housing mix to serve the evolving demographic and economic needs of its residents.

3. Legal Description

Exhibit E includes the legal description for the proposed rezone area.

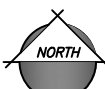
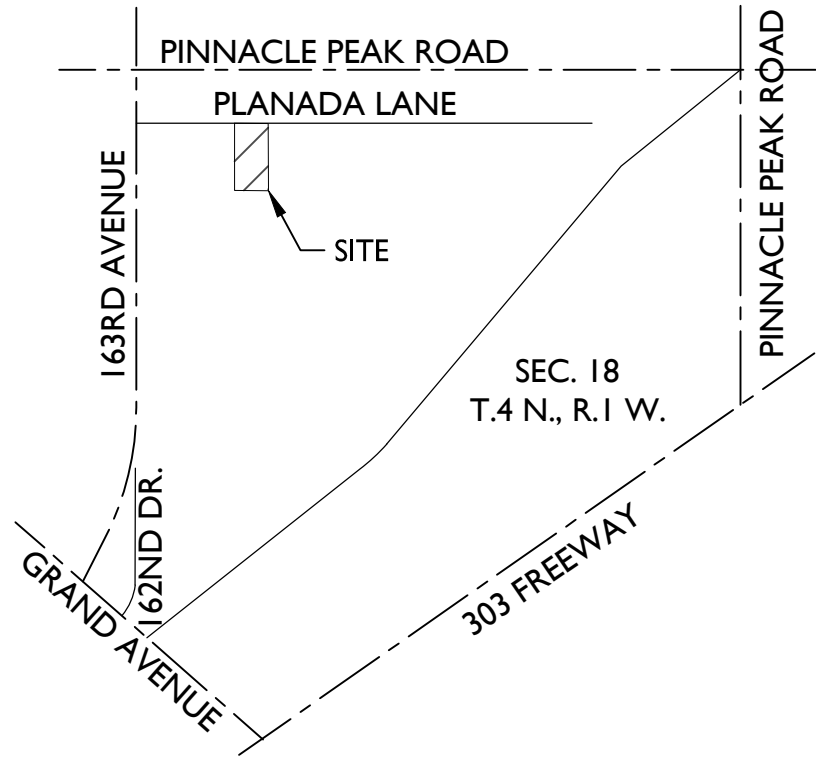
Exhibit A

Location of Site

22-0517



VICINITY MAP



NTS

PROJECT TEAM

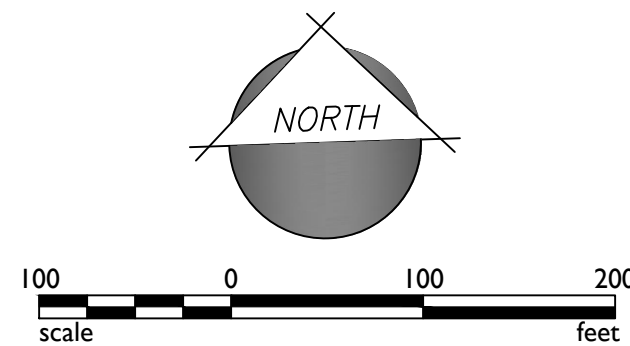
DEVELOPER:
VALPARAISO LLC
22435 N I63RD AVENUE
SURPRISE, AZ 85387
TEL: 623-544-1961
CONTACT: OLINDA AGUIRRE

PLANNING & ENGINEERING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., STE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: JOSH HANNON
email: josh.hannon@epsgroupinc.com

PROPERTY OWNER:
MICHAEL & MARY SKAGGS
PO BOX 542
YOUNG, AZ 85554
CONTACT: VALPARAISO LLC

PROJECT DATA

APN(s):	503-57-010K
EXISTING LAND USE:	UNDEVELOPED /RESIDENTIAL
PROPOSED LAND USE:	HIGH DENSITY RESIDENTIAL
EXISTING GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	RU-43 (MARICOPA COUNTY)
POST ANNEXATION ZONING:	RR
PROPOSED ZONING:	R-3
SITE ACREAGE:	4.97 GROSS ACRES 216,493.5 SQUARE FEET



Project: SUNRISE NURSERY MF RESIDENTIAL

ANNEXATION EXHIBIT

Revisions:



Designer: JH
Drawn by: NG

Preliminary
Not For
Construction
Or
Recording

Job No.

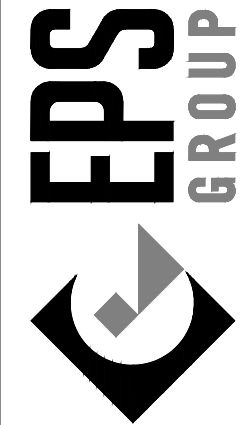
22-0517

AX01

Sheet No.

1
of 01

1130 N. Alma School Road, Suite 120
Mesa, AZ 85210
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com



Maricopa County, Arizona

Exhibit B

Existing Zoning

per Ordinance #2022-03

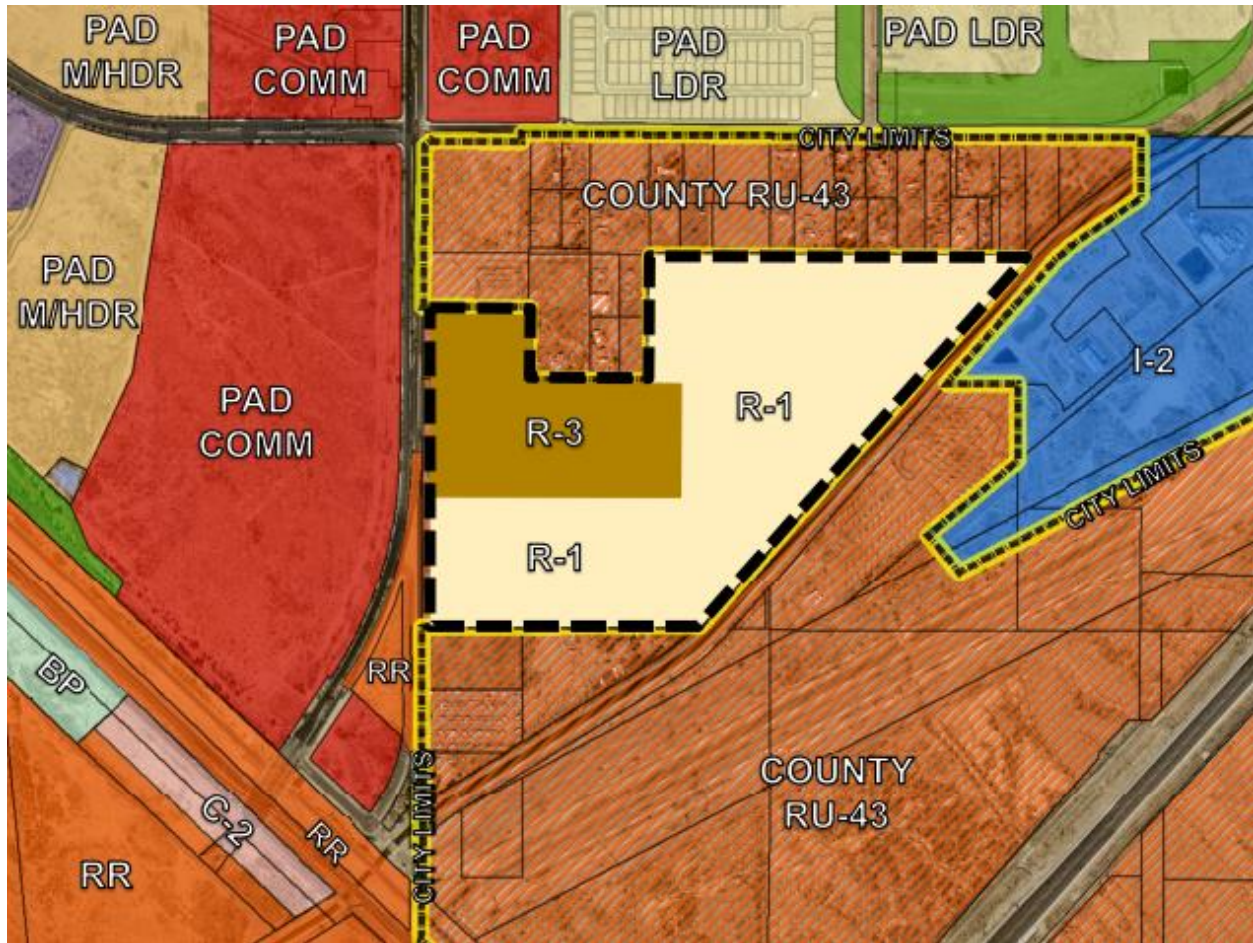
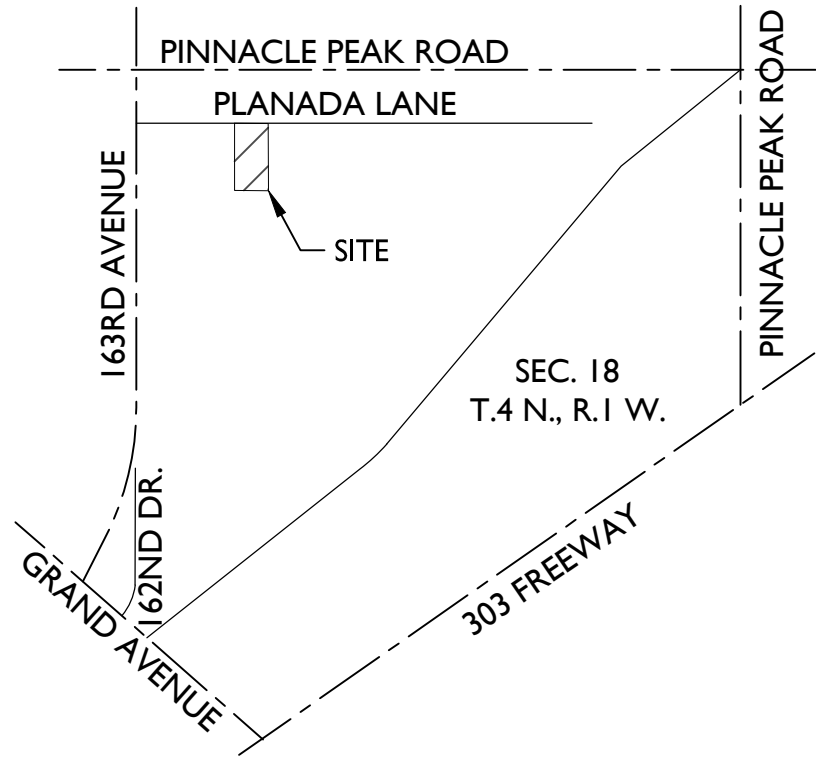


Exhibit C

Proposed Zoning



VICINITY MAP



PROJECT TEAM

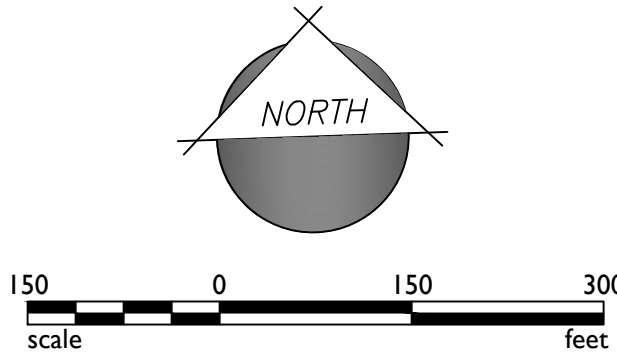
DEVELOPER:
VALPARAISO LLC
22435 N 163RD AVENUE
SURPRISE, AZ 85387
TEL: 623-544-1961
CONTACT: OLINDA AGUIRRE

PLANNING & ENGINEERING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., STE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: JOSH HANNON
email: josh.hannon@epsgroupinc.com

PROPERTY OWNER:
MICHAEL & MARY SKAGGS
PO BOX 542
YOUNG, AZ 85554
CONTACT: VALPARAISO LLC

PROJECT DATA

APN(s):	503-57-010K
EXISTING LAND USE:	UNDEVELOPED /RESIDENTIAL
PROPOSED LAND USE:	HIGH DENSITY RESIDENTIAL
EXISTING GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	RU-43 (MARICOPA COUNTY)
POST ANNEXATION ZONING:	RR
PROPOSED ZONING:	R-3
SITE ACREAGE:	4.97 GROSS ACRES 216,493.5 SQUARE FEET



Project: SUNRISE NURSERY MF RESIDENTIAL

Maricopa County, Arizona

ZONING EXHIBIT

Revisions:



Designer: JH
Drawn by: NG

Preliminary
Not For
Construction
Or
Recording

Job No.
22-0518

ZX01

Sheet No.
1
of 01

1130 N. Alma School Road, Suite 120
Mesa, AZ 85210
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

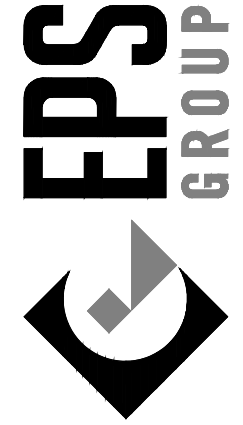


Exhibit D

General Plan Designation

Map from Resolution #2021-175

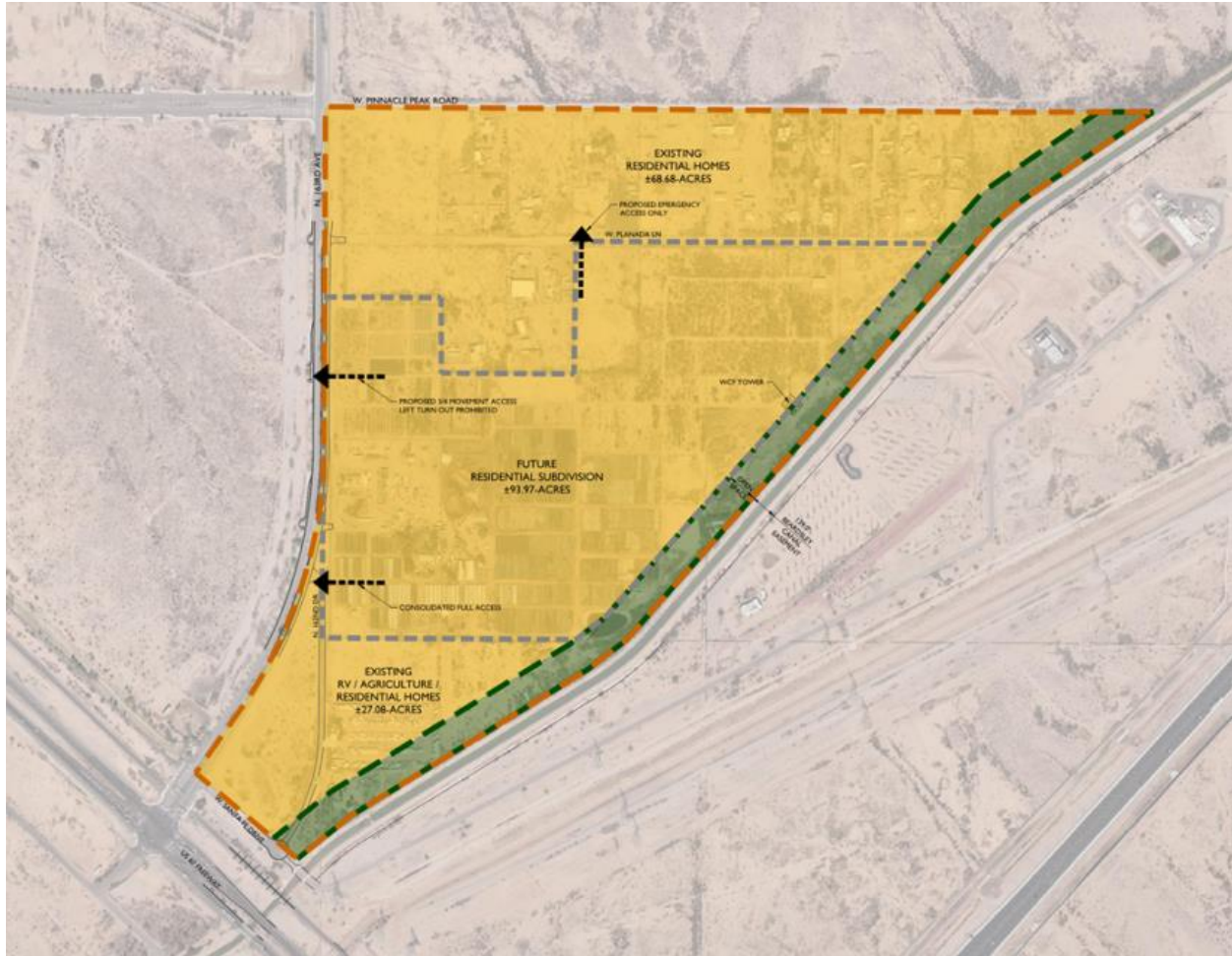


Exhibit E

Legal Description

Exhibit "A"
Legal Description
Sunrise Nursery
Annexation (APN 503-57-010K)

Job No. 22-0518.1

April 21, 2023

A portion of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 18, being marked by a 3" City of Surprise brass cap flush, from which the West Quarter Corner of said Section 18, being marked by a 2-3/4" Maricopa County Highway Department brass cap in handhole, bears South 0 degrees 21 minutes 23 seconds West, 2633.85 feet

thence along the West line of said Northwest Quarter, South 0 degrees 21 minutes 23 seconds West, 658.99 feet;

thence South 89 degrees 34 minutes 49 seconds East, 578.69 feet to the **POINT OF BEGINNING**;

thence South 89 degrees 39 minutes 37 seconds East, 329.71 feet;

thence along the East line of the West Half of the Southwest Quarter of the Northeast Quarter of said Northwest Quarter, South 0 degrees 00 minutes 59 seconds East, 657.85 feet;

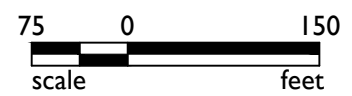
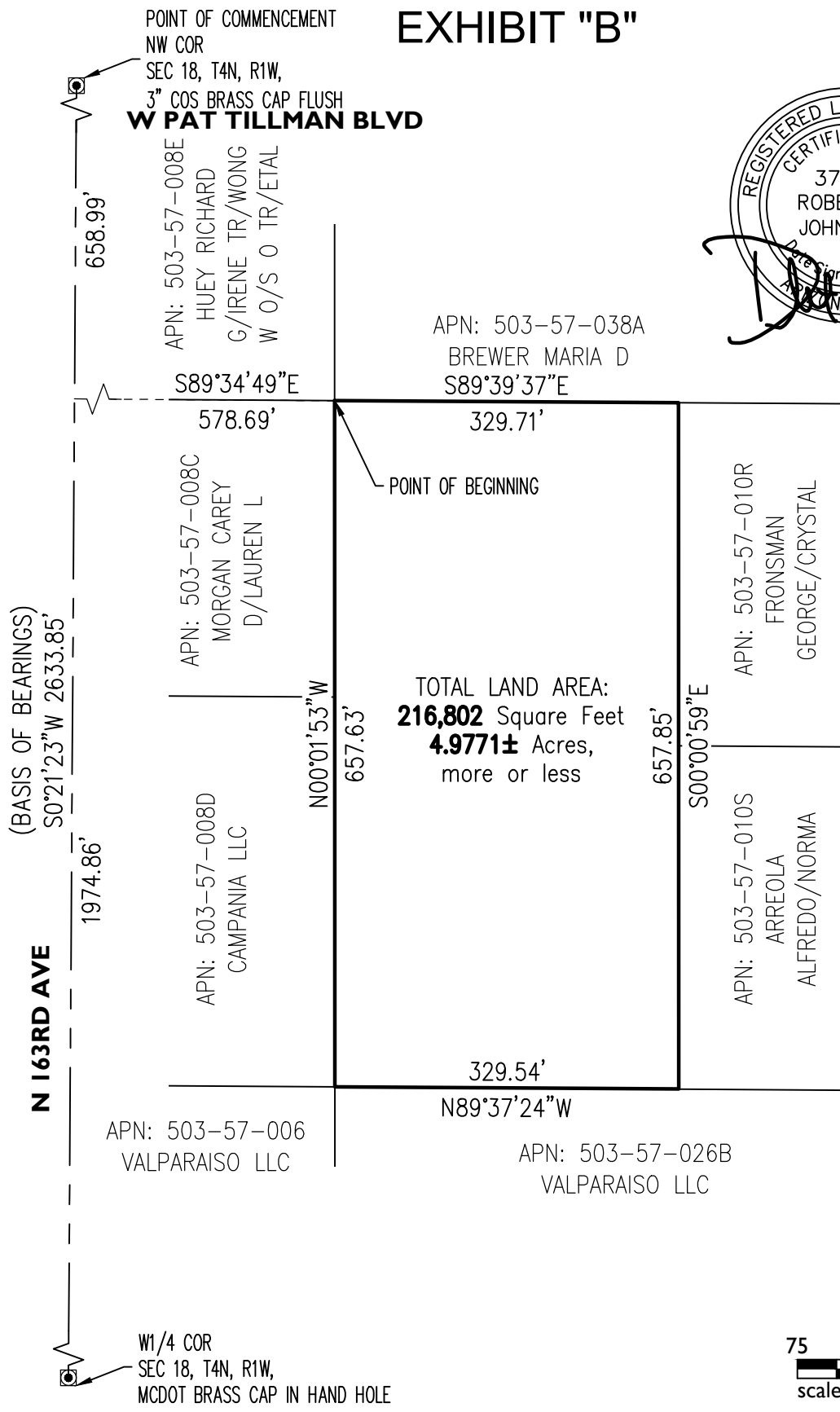
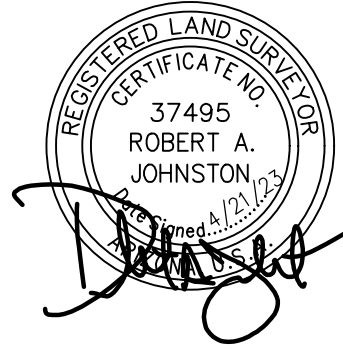
thence along the South line of the said West Half, North 89 degrees 37 minutes 24 seconds West, 329.54 feet;

thence along the West line of said West Half, North 0 degrees 01 minutes 53 seconds West, 657.63 feet to the **POINT OF BEGINNING**.

Contains 216,802 square feet or 4.9771 acres, more or less.



EXHIBIT "B"



Apr 21, 2023 2:42pm S:\Projects\2022-0518\Land Survey\Legals\22-0518.1 Ex01.dwg
cjimenez

22-0518.1	SUNRISE NURSERY EXHIBIT "B"		1130 N. Alma School Rd. Ste. 120 Mesa, AZ 85201 T:480.503.2250 F:480.503.2258 www.epsgroupinc.com
	ANNEXATION (APN 503-57-010K)		

Citizen Participation Report

Sunrise Nursery Multi-Family Residential

Rezone and Annexation Request on 163rd Avenue and Planada Lane

Case No.: FS23-0138

Methods of Outreach

There were two neighborhood outreach meetings (in-person and virtual) that were scheduled for this application. The meetings were noticed by the applicant through a posted sign on May 1, 2023. The signed affidavit for this is included as Appendix A. The meetings were also noticed via mail by the City of Surprise. The following is a summary of the meetings.

In-person Neighborhood Outreach Meeting: May 17, 2023

The in-person Neighborhood Outreach Meeting was held on May 17, 2023 at the Asante Preparatory Academy, Media Center, 23251 N 166th Drive, at 6:00 p.m. There were six participants present, as listed in the sign in sheet, Appendix B. The applicant presented a proposed zoning exhibit (Appendix C) and discussed the annexation and rezone application at this meeting.

Virtual Neighborhood Outreach Meeting: May 24, 2023

A virtual neighborhood outreach meeting was scheduled for May 24, 2023. The meeting was hosted on Microsoft Teams. There was one participant who joined the meeting; however, the participant was non-responsive via camera and microphone. The applicant stayed online to try to communicate with the participant, but was not successful. The applicant provided their contact information and ended the meeting. Appendix D shows the presentation that would have been presented at the virtual neighborhood meeting.

The applicant has also updated the posted signs to include future hearing dates related to this application. The updated affidavit is included as Appendix E.

Summary of Concerns

The following is a summary of the concerns expressed during the neighborhood outreach meeting and how the applicant addressed each concern:

- The neighboring property owner located immediately west of the site had concerns regarding the level of communication between themselves, City of Surprise, and the applicant. The neighbor expressed concerns that without proper communication, they cannot make informed decisions for the development of their property and that the development of multi-family residences will impact their property value. The applicant noted that they had been in contact with a representative of the neighboring property for a different application and that this neighborhood outreach meeting was another opportunity to continue these conversations. As the meeting progressed, the applicant addressed the comment regarding impacts to property values – the applicant stated that off-site infrastructure improvements on Planada Lane would add value to neighbors along Planada Lane.

- A neighbor inquired as to the potential for a rezone on the R-3 property south of the site. This R-3 parcel is under the same ownership as the site. The applicant informed the neighbor that the R-3 parcel will retain its current zoning. While there are no development plans prepared for the site at present, it is anticipated that the site will be combined with the southern R-3 property for the development of multi-family residences.
- A neighbor inquired as to the maintenance of Planada Lane once it is built. The applicant informed the neighbors that the City will own and maintain Planada Lane. Planada Lane will ultimately be the secondary access road for the site. The developer will be responsible for the half street improvements on Planada Lane.
- Two neighbors raised concerns that the annexation of the site would create a county island for their properties. The applicant informed the neighbors of a potential solution related to easements to address this concern.
- A neighbor was concerned that the expansion of 163rd Avenue would create encroachments on their property. The applicant is not able to address this as part of this application as this expansion of 163rd Avenue is a separate City project.
- Neighbors posed questions about how traffic will be addressed with the development of the site. The applicant explained that there will not be a left out turn lane onto 163rd Avenue from Planada Lane. There is a planned median on 163rd Avenue that would prevent a left turn from Planada Lane. Additionally, if Planada Lane is built, a collector street will be constructed to move traffic from Planada Lane in a south then west orientation, where it will connect to 163rd Avenue at a new traffic signal.
- The property owner located immediately east of the site inquired as to the required buffer between the proposed multi-family development and their single-family property. The applicant explained that there will be a landscape buffer on the east side of the site.
- A neighbor inquired about the increase in density in the area and how the City plans to address related traffic. A City representative was present to address these questions.

The applicant closed the discussion with an explanation of the next steps in the application process.

The applicant will participate in future efforts to notice public hearings related to this case.

Appendix A

Sign Posting Affidavit

AFFIDAVIT OF POSTING

Application No: FS23-0138

Applicant Name: BEUS GILBERT MCGRODER PLLC

Location: SEC Planada Ln & 163rd Ave

Date Site Posted: 05/01/23

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

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

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

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

Meghan Liggett 5/01/23
Applicant/Representative Signature Date

This instrument was acknowledged before me on 05/01/23, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Marybeth Conrad
Notary Public
10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Planning & Zoning

City Council

Date: May 17, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asanta Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development



For more information, call: 623-222-3011 Surpriseaz.gov



May 01, 2023 09:56AM

16039 W Planada Ln

Page 575 of 692
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Planning & Zoning

City Council

Date: May 17, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy Media Center
23251 N 166th Dr, Surprise, AZ 85387

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



May 01, 2023 09:56AM
16039 W Planada Ln
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Planning & Zoning

City Council

Date: May 17, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85367

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



May 01, 2023 10:16AM
16039 W Planada Ln
Page 577 of 692
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Planning & Zoning

City Council

Date: May 17, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development



For more information, call: 623-222-3011 Surpriseaz.gov



May 01, 2023 10:16AM
16039 W Planada Ln
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Planning & Zoning

City Council

Date: May 17, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

VICINITY MAP



For more information, call: 623-222-3011 Surpriseaz.gov



May 01, 2023 10:36AM

16039 W Planada Ln

Page 579 of 692
Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council

Date: TBD

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

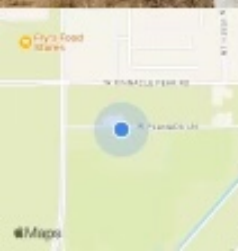
TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



May 01, 2023 10:36AM
16039 W Planada Ln
Maricopa County

Appendix B

May 17, 2023 Neighborhood Meeting: Sign in Sheet

Sign-In Sheet

Neighborhood Meeting

Sunrise Nursery Multi-Family Residential

Case No. FA23-0138

Wednesday, May 17, 2023, 6:00 p.m.

Asante Preparatory Academy

Media Center

23251 N 166th Dr, Surprise, AZ 85387

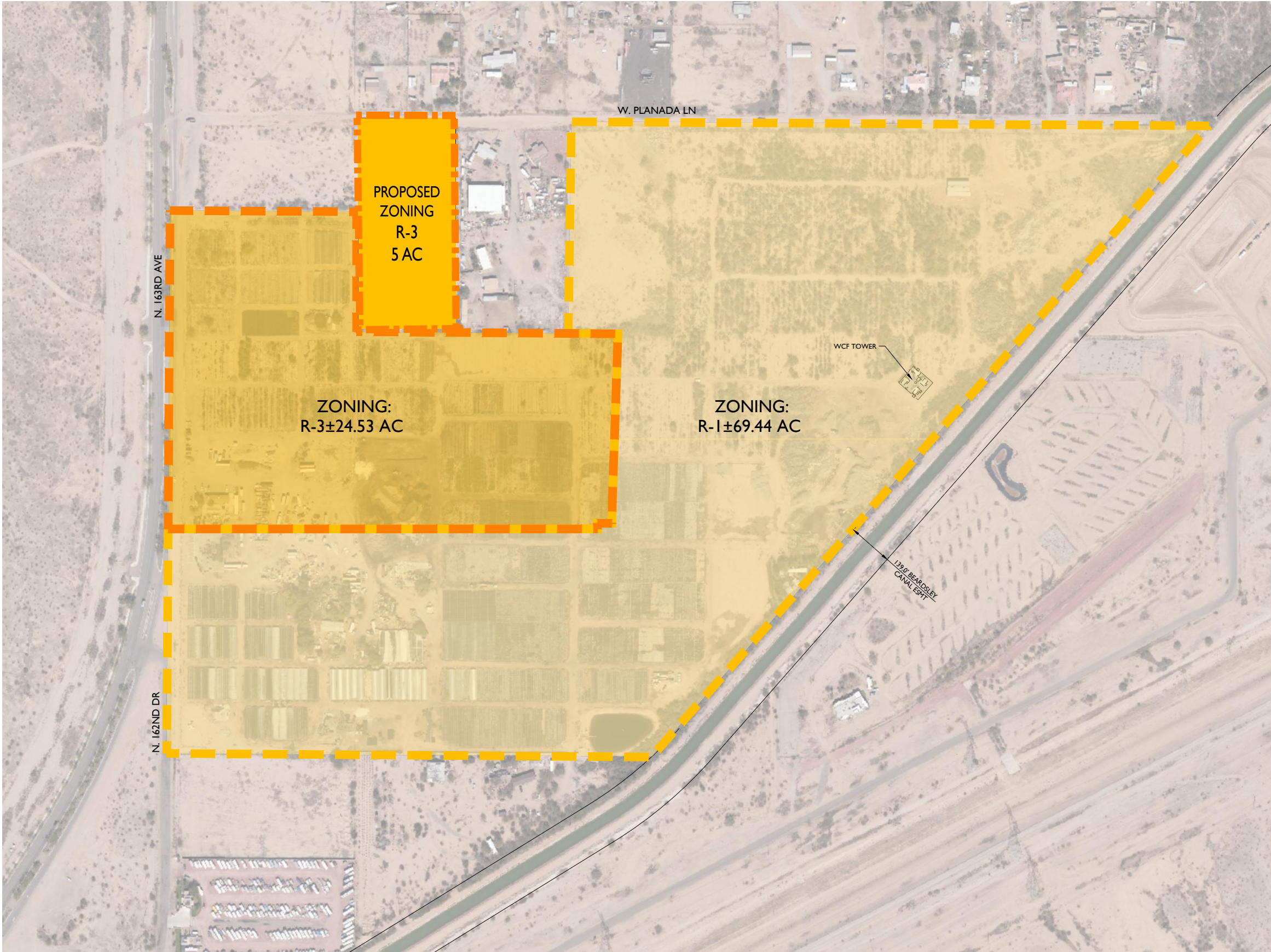
This Sign-In Sheet is a Public Record

PLEASE PRINT

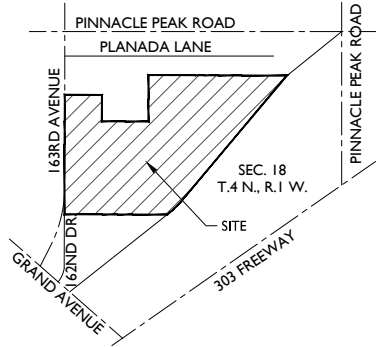
Name	Address	Phone Number	Email
Carey & Lauren Morgan			
George Fransman			
Bill CARON			
Kenn Peery			
Anton Jehn			

Appendix C

May 17, 2023 Neighborhood Meeting: Proposed Zoning Exhibit



VICINITY MAP



NTS

PROJECT TEAM

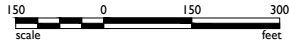
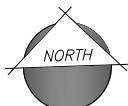
PROPERTY OWNER:
VALPARAISO LLC
CAMPANIA LLC
22435 N 163RD AVENUE
SURPRISE, AZ 85387
TEL: 602-628-7840
CONTACT: THE LAND AGENCY
c/o PAUL LAFFERTY
email: paty@taaz.com

PLANNING & ENGINEERING:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD., STE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: DAN AUXIER / JOSH HANNON
email: dan.auxier@epsgruoinc.com / josh.hannon@epsgruoinc.com

LAND USE ATTORNEY:
BEUS GILBERT
701 N 44TH ST
PHOENIX, AZ 85008
TEL: 480-429-3000
CONTACT: JEFFREY BLILIE
email: jblilie@beusgilbert.com

PROJECT DATA

APN(s):	503-57-003B, -006, -008D, -009J, -009L, -009K, -010F, -010G, -021A, & -026
EXISTING LAND USE:	UNDEVELOPED/AGRICULTURE
PROPOSED LAND USE:	MULTI-FAMILY & SINGLE-FAMILY RESIDENTIAL
EXISTING GENERAL PLAN:	COMMERCE/OFFICE
PROPOSED GENERAL PLAN:	NEIGHBORHOOD
EXISTING ZONING:	RU-43 (MARICOPA COUNTY)
POST ANNEXATION ZONING:	RR
PROPOSED ZONING:	R1 & R-3
SITE ACREAGE:	93.97 GROSS ACRES 4,093,333 SQUARE FEET
MAX DENSITY:	5 DU/AC 12 DU/AC



1130 N Alma School Road, Suite120
Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgruoinc.com



163RD & GRAND AVENUE

Maricopa County, Arizona

PROPOSED ZONING EXHIBIT

Project

Revisions:



Designer: JH
Drawn by: NG

Preliminary
Not For
Construction
Or
Recording

Job No.
21-0187

Sheet No.
1
of 01

Appendix D

May 24, 2023 Virtual Neighborhood Meeting: Presentation

Sunrise Nursery Multi-Family Residential

Neighborhood Outreach Meeting

May 24, 2023; 6:00 p.m.

Microsoft Teams

Agenda

1. Site Context and Background
2. Requests
3. Zoning
4. General Plan 2035
5. Proposed Project
6. Traffic Impacts
7. Closing
8. Questions and Answers

Site Context and Background

- 5 acres on one parcel within Maricopa County.
- Located on Planada Lane, off 163rd Avenue.
- Currently undeveloped with some residential use on the south end.



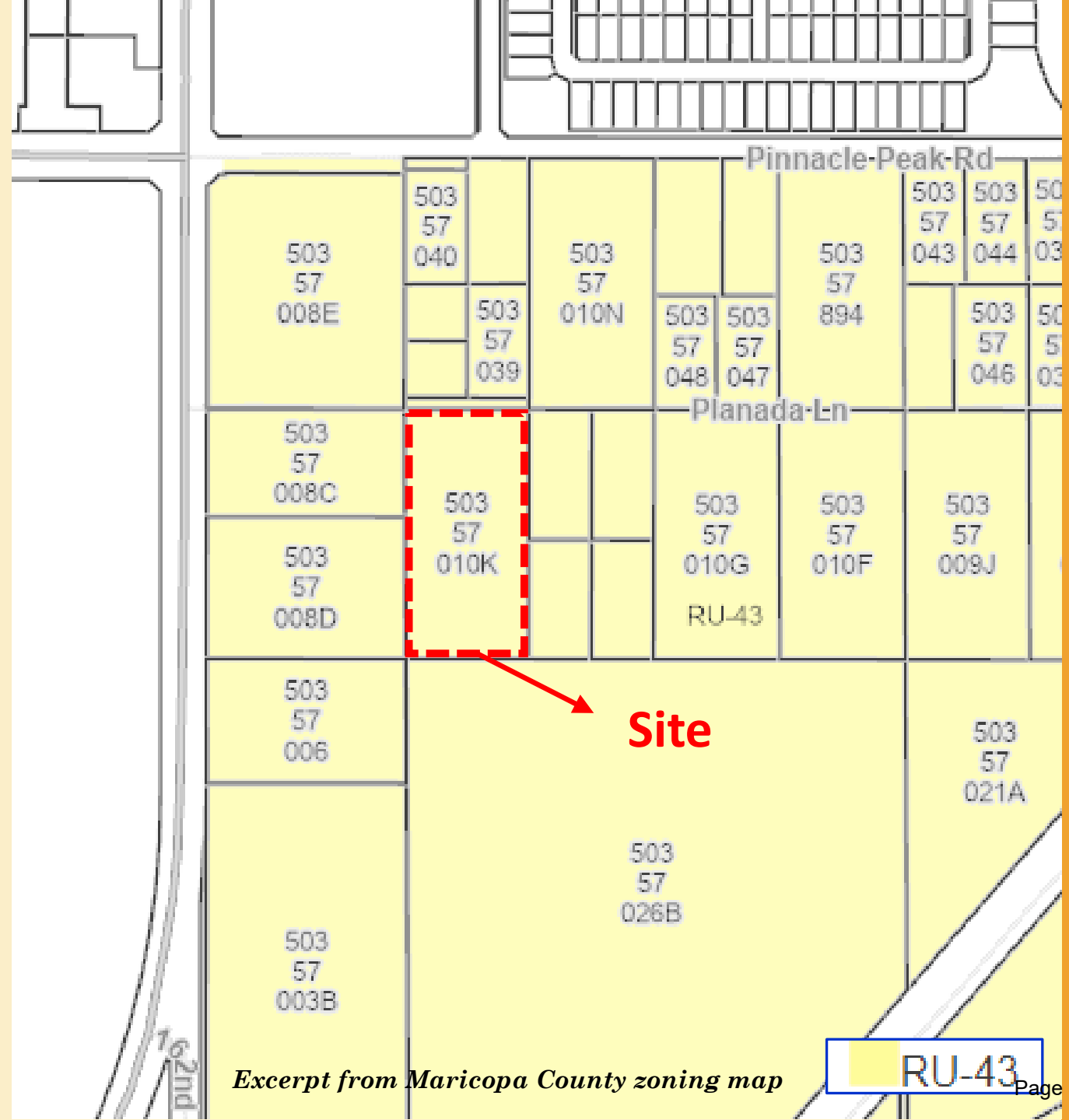
Requests

- Proposed Use
 - Multi-family
- Annexation Request
 - Maricopa County to City of Surprise
- Rezone Request upon Annexation
 - RR to R-3



Zoning

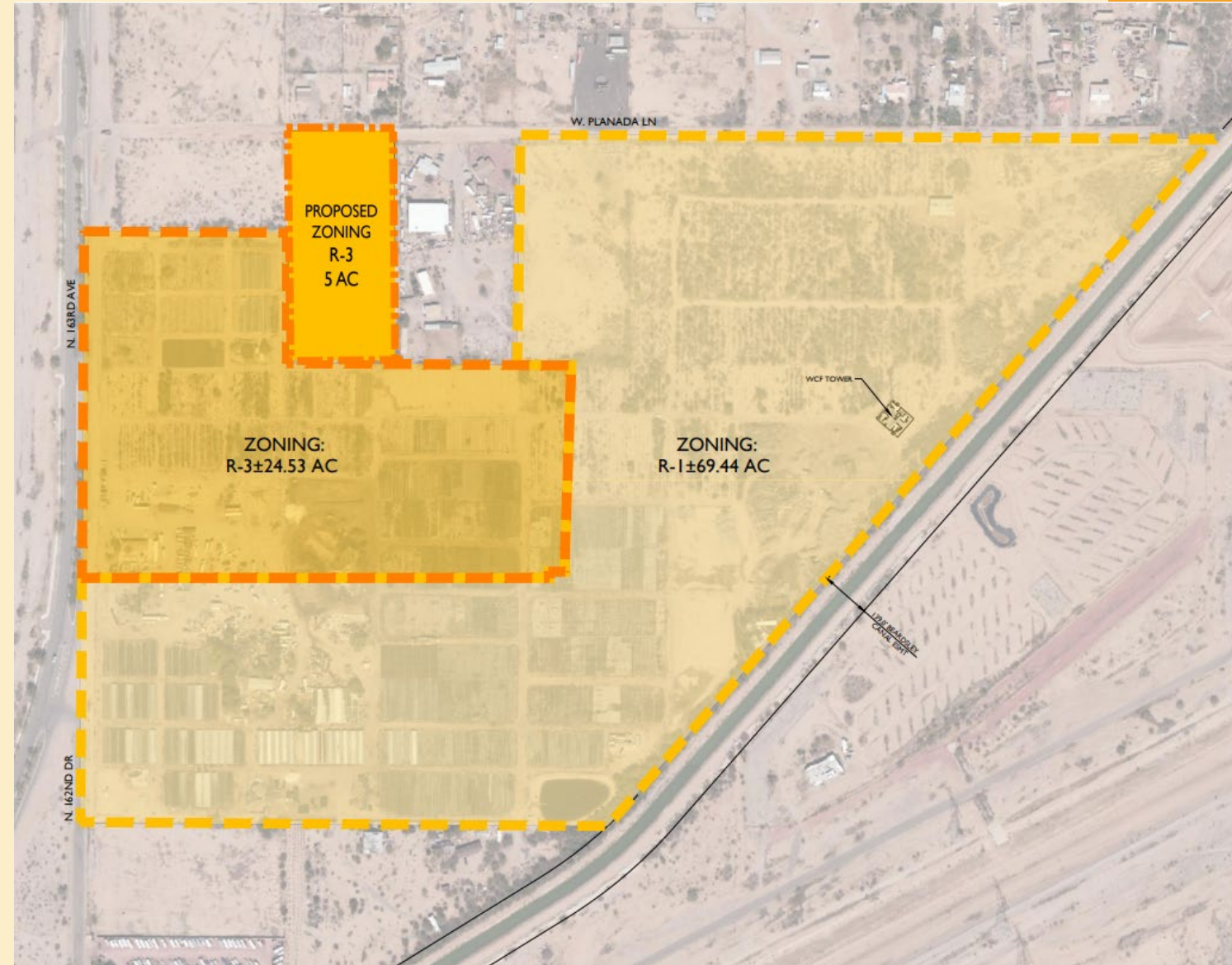
- Existing Zoning
 - Maricopa County
 - Rural-43



Zoning

- Proposed Zoning:
 - City of Surprise
 - Residential High Density (R-3)
- Relationship to surrounding properties:

Direction	Current Jurisdiction	Zoning
North	Maricopa County	RU-43
South	City of Surprise	R-3
East	Maricopa County	RU-43
West	Maricopa County and City of Surprise	RU-43 and R-3



General Plan 2035

- Property is within the City of Surprise Planning Area
- Character Area Land Use
 - Neighborhood
 - Rural Neighborhoods
 - Suburban Neighborhoods
 - Urban Neighborhoods

Proposed Project

- Proposed Use
 - Multi-Family Residential
- Total Area
 - 5 acres
- Open Space
 - 150 square feet/dwelling unit
 - Landscape buffer required from R-3 to Rural Residential zoning



Traffic Impacts

Weekday Trip Generation

- Daily Total: 270
- AM Peak Hour Total: 16
- PM Peak Hour Total: 20

Roadway Improvements upon Development

- Dedicating 30' of right-of-way along frontage on Planada Ln and constructing the southern half street
 - Minimum pavement width of 26'
- Providing a minimum of 26' of pavement on Planada Ln from parcel to 163rd Ave
- Restricting intersection of Planada Ln and 163rd Ave to 3/4 access; westbound left turns not permitted.
 - Modifying existing median on 163rd Ave as required

Closing

- Request to annex the site from Maricopa County into City of Surprise.
- Upon annexation, request to rezone the property to develop multi-family residential units.
- Proposed use is in conformance with the 2035 General Plan.

Questions?

Thank You!

Appendix E

Updated Sign Posting Affidavit

AFFIDAVIT OF POSTING

Application No: FS23-0138

Applicant Name: BEUS GILBERT MCGRODER PLLC

Location: SEC Planada Ln & 163rd Ave

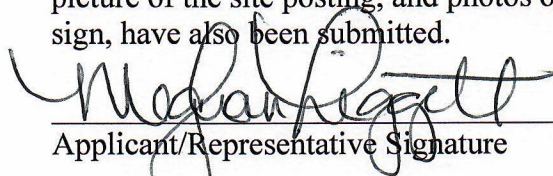
Date Site Posted: 06/01/23

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

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

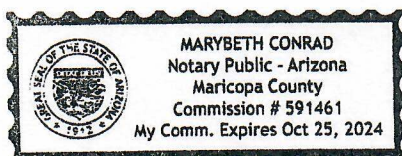
It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

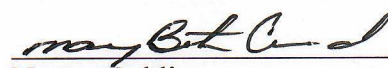
I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.


Applicant/Representative Signature

6/1/23
Date

This instrument was acknowledged before me on 06/01/23, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.




Notary Public
10-25-24
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Planning & Zoning-Rezone

Date: August 17, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone and Annexation Ordinance Approval

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov

VICINITY MAP



Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Jun 01, 2023 10:08AM

16039 W Planada Ln

Page 600 of 692

Maricopa County

Notice of Public Hearing

City of Surprise

In-Person Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Planning & Zoning-Rezone

Date: August 17, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone and Annexation Ordinance Approval

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



Jun 01, 2023 10:08AM

16039 W Planada Ln

Page 601 of 692

Maricopa County

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting Planning & Zoning-Rezone

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 168th Dr, Surprise, AZ 85374

Date: August 17, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone and Annexation Ordinance Approval

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138

City Council- Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

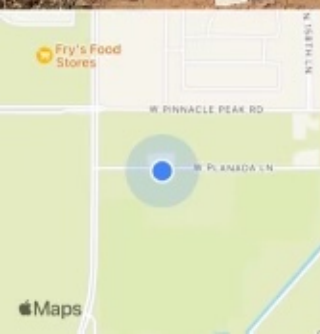
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council- Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



Jun 01, 2023 10:10AM

16039 W Planada Ln

Page 602 of 692
Maricopa County

City of Surprise

Neighborhood Meeting

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85381

Planning & Zoning-Rezone

Date: August 17, 2023

Time: 6:00 P.M.

- Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

**City Council-Rezone
and Annexation
Ordinance Approval**

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://myurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 21, 2023

Time: 6:00 P.M.

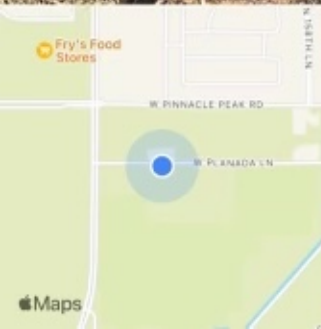
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:02 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



Jun 01, 2023 10:10AM

16039 W Planada Ln

Page 603 of 692

Maricopa County

Notice of Public Hearing City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 196th Dr, Surprise, AZ 85374

Planning & Zoning-Rezone

Date: August 17, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone and Annexation Ordinance Approval

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov

VEGETATION MAP



NOTES

Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



Jun 01, 2023 10:11AM

16039 W Planada Ln

Page 604 of 692

Maricopa County

Notice of Public Hearing

City of Surprise

In-Person Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85381

Planning & Zoning-Rezone

Date: August 17, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone and Annexation Ordinance Approval

Date: September 19, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

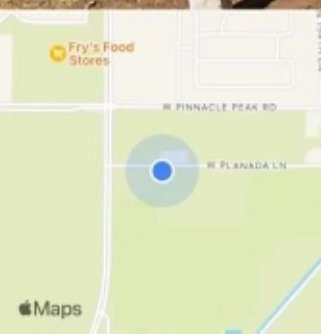
Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138
City Council-Annexation Hearing - Intent to Annex
Date: June 20, 2023
Time: 6:00 PM
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374
City Council-Annexation Hearing - Blank Petition
Date: August 15, 2023
Time: 6:00 PM
Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



Jun 01, 2023 10:11AM

16039 W Planada Ln

Page 605 of 692
Maricopa County

AFFIDAVIT OF POSTING

Application No: FS23-0138

Applicant Name: BEUS GILBERT MCGRODER PLLC

Location: SEC Planada Ln & 163rd Ave

Date Site Posted: 5/10/2024

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

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

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

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

Patrick Anspaugh 5-10-2024
Applicant/Representative Signature Date

This instrument was acknowledged before me on 5/10/2024, by Patrick Anspaugh. I witness whereof I hereunto set my hand and official seal.



Jesse Simpson
Notary Public
5/31/2027
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85367

Planning & Zoning-Rezone

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138



Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov

Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-
Annexation Ordinance

Approval

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

May 10, 2024 at 11:37 AM
16039 W Planada Ln
Surprise, AZ 85387
Page 607 of 692
United States



Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Planning & Zoning-Rezone

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138,

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-

Annexation Ordinance

Approval

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



May 10, 2024 at 11:37 AM
16039 W Planada Ln
Surprise, AZ 85387
Page 608 of 692
United States

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting Planning & Zoning-Rezone

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85387

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-

Annexation Ordinance

Approval

Date: June 18, 2024

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



May 10, 2024 at 11:49 AM
16039 W Planada Ln
Surprise, AZ 85387
Page 609 of 692
United States

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 169th Dr, Surprise, AZ 85377

Planning & Zoning-Rezone

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138



Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov

Case # FS23-0138

City Council: Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council: Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council:

Annexation Ordinance

Approval

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



May 10, 2024 at 11:51 AM
16039 W Planada Ln
Surprise, AZ 85387
United States

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 166th Dr, Surprise, AZ 85381

Planning & Zoning-Rezone

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov



Case # FS23-0138
City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Grant Petition

Date: August 15, 2023

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-

Annexation Ordinance

Approval

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374



May 10, 2024 at 12:05 PM
16039 W Planada Ln
Surprise, AZ 85387
Page 611 of 692
United States

Notice of Public Hearing

City of Surprise

In-Person

Neighborhood Meeting

Date: May 17, 2023

Time: 6:00 P.M.

Location: Asante Preparatory Academy, Media Center
23251 N 168th Dr, Surprise, AZ 85387

Planning & Zoning-Rezone

Date: June 6, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Rezone

Date: June 18, 2024

Time: 6:00 P.M.

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

Neighborhood Meeting-Virtual

DATE: May 24, 2023

TIME: 6:00 PM

Location: <https://tinyurl.com/FS230138>

Case number: FS23-0138

Request: Annexation and rezone for multi-family development

For more information, call: 623-222-3011 Surpriseaz.gov

VELOCITY MAP

PRINCIPLE PLANS

PLANNED LANE

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

16000 N CIVIC CENTER PLAZA

Case # FS23-0138

City Council-Annexation Hearing - Intent to Annex

Date: June 20, 2023

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Hearing - Blank Petition

Date: August 15, 2023

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

City Council-Annexation Ordinance

Approval

Date: June 18, 2024

Time: 6:00 PM

Location: 16000 N Civic Center Plaza
Surprise, AZ 85374

May 10, 2024 at 12:05 PM

16039 W Planada Ln

Surprise, AZ 85387

Page 612 of 692

United States

Christina Sexton

From: JAMES, MARK C CIV USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Thursday, February 16, 2023 9:40 AM
To: Tierney Farago
Cc: 56 FW/CIT Community Initiative
Subject: RE: [Non-DoD Source] FS23-0138 Sunrise Nursery Multi-Family Residential - New Digital Submittal 02.10.23
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm
Importance: High

Tierney,

Thank you for the opportunity to provide comments on the Sunrise Nursery Multi-Family Residential Project. The site is 3.6 miles outside the Aux-1 2004 65 Ldn, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

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

As described, this project will not negatively impact the flying operations at Luke AFB. Since the site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights per day. We also recommend a strong notification program on the part of the applicant to inform about Luke AFB operations.

Respectfully,

Mark James

Deputy Director, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-6175
DSN: 896-6175

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Friday, February 10, 2023 7:45 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Gregory McDowell (MCDOT) <Gregory.McDowell@maricopa.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>

ORDINANCE # 2024-19

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM RURAL RESIDENTIAL (RR) TO RESIDENTIAL HIGH DENSITY (R-3) FOR SUNRISE NURSERY MULTI-FAMILY RESIDENTIAL, GENERALLY LOCATED EAST OF 163RD AVENUE AND SOUTH OF PLANADA LANE.

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 east of 163rd Avenue and south of Planada Lane;

WHEREAS, the subject site is approximately 4.97 acres and is currently zoned Rural Residential (RR);

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

WHEREAS, the proposed Rezone to Residential High Density (R-3), satisfies the requirements set forth in the City of Surprise Land Development Ordinance;

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

WHEREAS, on June 6, 2024, the Planning and Zoning Commission recommended that the Sunrise Nursery Multi-Family Residential be approved.

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

Section 1. Rezoning. The parcel legally described on ***Exhibit A*** and depicted on ***Exhibit B***, known as "Sunrise Nursery Multi-Family Residential" is rezoned from Rural Residential (RR) to Residential High Density (R-3) subject to the following stipulations:

- a. Development and use of the site shall be consistent with the Rezone document entitled "Sunrise Nursery Multi-Family Residential" dated June 2, 2023.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

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

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

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

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

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

PASSED AND ADOPTED this _____ day of _____ 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF THE SUNRISE NURSERY MULTI-FAMILY RESIDENTIAL



Exhibit "A"
Legal Description
Sunrise Nursery
Annexation (APN 503-57-010K)

Job No. 22-0518.1

April 21, 2023

A portion of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 18, being marked by a 3" City of Surprise brass cap flush, from which the West Quarter Corner of said Section 18, being marked by a 2-3/4" Maricopa County Highway Department brass cap in handhole, bears South 0 degrees 21 minutes 23 seconds West, 2633.85 feet

thence along the West line of said Northwest Quarter, South 0 degrees 21 minutes 23 seconds West, 658.99 feet;

thence South 89 degrees 34 minutes 49 seconds East, 578.69 feet to the **POINT OF BEGINNING**;

thence South 89 degrees 39 minutes 37 seconds East, 329.71 feet;

thence along the East line of the West Half of the Southwest Quarter of the Northeast Quarter of said Northwest Quarter, South 0 degrees 00 minutes 59 seconds East, 657.85 feet;

thence along the South line of the said West Half, North 89 degrees 37 minutes 24 seconds West, 329.54 feet;

thence along the West line of said West Half, North 0 degrees 01 minutes 53 seconds West, 657.63 feet to the **POINT OF BEGINNING**.

Contains 216,802 square feet or 4.9771 acres, more or less.

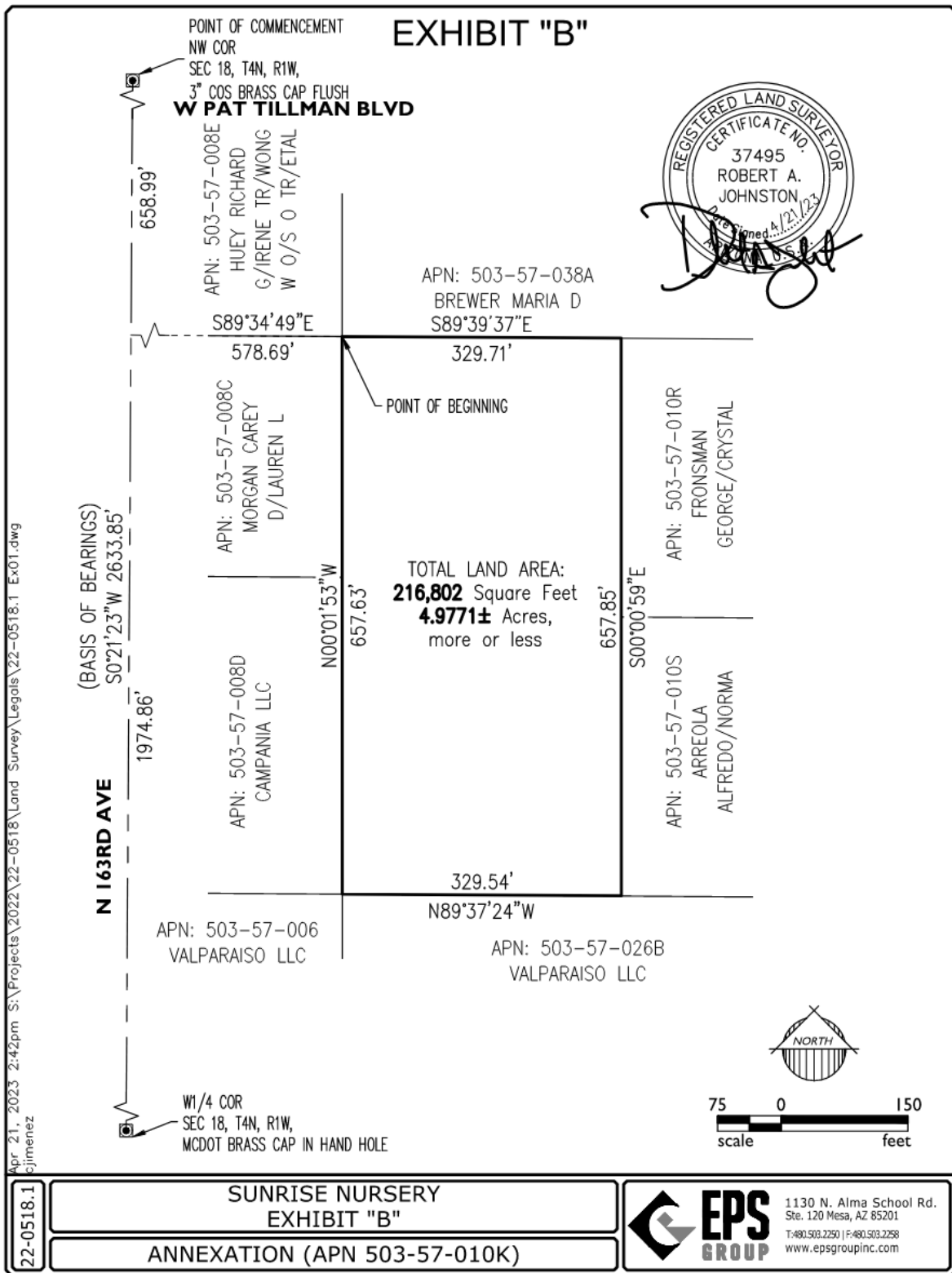


EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2022\22-0518\Land Survey\Legals\22-0518.1 LD01 Annexation.docx

Ordinance No. 2024-19
RFLS #9453
Rev 06/23

EXHIBIT B
DEPICTION OF THE SUNRISE NURSERY MULTI-FAMILY RESIDENTIAL



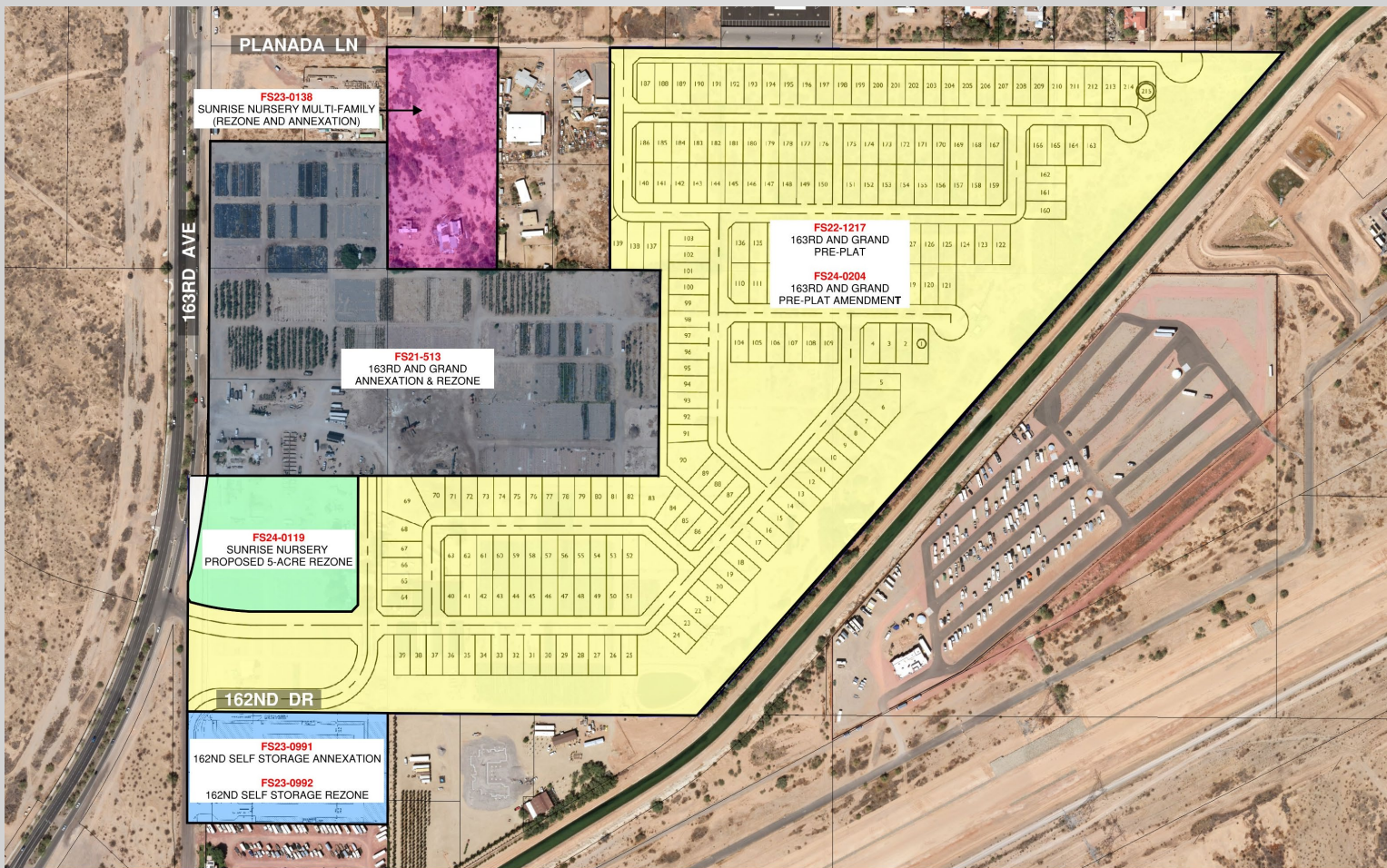
Ordinance No. 2024-19
RFLS #9453
Rev 06/23



FS23-0138

Sunrise Multi-Family Residential Rezone

City Council
June 18, 2024



AREA DEVELOPMENT MAP



FS23-0138 VICINITY MAP

PAD
ASANTE

PAT TILLMAN BLVD

PAD
ESCALANTE

PINNACLE PEAK RD

PAD
ASANTE

RR

PLANADA LN

R-1

R-3

I-2

C-2

GRAND AVE

163RD AVE

LOOP 303

FS23-0138 EXISTING ZONING

PAD
ASANTE

PAD
ESCALANTE

PAT TILLMAN BLVD

PINNACLE PEAK RD

PAD
ASANTE

PLANADA LN

R-3

I-2

R-1

R-3

C-2

GRAND AVE

163RD AVE

LOOP 303

FS23-0138 PROPOSED ZONING



OUTREACH

- Site Posting, 300' Mailers, & Newspaper Publishing's
Citizen Participation Meetings
May 17, 2024 – Asante Preparatory Academy (in-person)
4 attendees

May 24, 2024 – (virtual)
1 attendee (no questions/comments)

- Questions/Concerns:
 - Number and size of storage units
 - Access
 - Operations of self-storage
 - Timeline of construction

Recommendation

As of the writing of this staff report, the Planning & Zoning Commission has not yet provided a recommendation. This item is scheduled to be heard by the Commission on June 6, 2024.

Their recommendation will be incorporated into the presentation to the City Council. Staff recommended approval subject to stipulations 'a' and 'b' as outlined below:

- a. Development and use of the site shall be consistent with the Rezone Document entitled "Sunrise Nursery Multi-Family Residential," dated June 2, 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



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Eric Boyles, Director -
Transportation

Submitting Department: Transportation
Staff Recommendations:

District: District 3

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action authorizing the acquisition of fee title, or a lesser interest, in real property generally located along Cactus Road, from Beardsley Canal to 175th Avenue, Surprise, Arizona, by dedication, donation, purchase, exchange, or eminent domain; Resolution #2024-107.

Motion:

I move to approve Resolution #2024-107.

Background:

Arizona Revised Statutes 9-241 and 12-1111, among others, provides authority for the City of Surprise Arizona to acquire real property necessary or proper to carry out its purposes. The Transportation Department and CIP are currently developing a project to widen Cactus Road to its ultimate cross section of two lanes in each direction with curb, gutter, drainage, lighting, and signal improvements along this corridor. It is necessary and proper to acquire fee title or lesser interest in real property which is along Cactus Road. Staff is seeking authority to acquire this real property and lesser interest by any means authorized by law.

Objective Analysis:

The improvements along Cactus Road between Beardsley Canal and 175th Avenue are necessary due to the growth the area west of Loop 303. The additional lanes along Cactus Road along with the other improvements that are a part of this project will help with traffic capacity and safety in this area. This action will help the overall project efforts by ensuring the City as the necessary Right-of-Way to facilitate the construction of these improvements.

Policy Compliant:

City and Council Policy generally requires the City to complete any infrastructure improvements related to public uses and public facilities that benefits the health, safety, and convenience of the City's residents. This Cactus Road project has been previously approved by Council to begin design and construction efforts and the acquisition of this necessary Right-of-Way and Easements are part of the

overall project development effort.

Financial Impact:

The real and lesser acquisition of property is being appraised and the fair market value will be used as a guide to acquire the real and lesser interest in the property by means of the most cost effective and least expensive methods necessary. Acquisition costs will be covered by the Cactus Road – Beardsley Canal to 175th Project.

Budget Impact:

Funding for the condemnation process is located within P65100 – Cactus Rd – Beardsley Canal – 175th Roadway Improvements.

FTE Impact:

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

ATTACHMENTS:

1. 24.06.04 Resolution 2024-107 - Resolution of Necessity_Cactus Road - Beardsley to 175th.clean
-

RESOLUTION # 2024-107

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY ATTORNEY, AND CITY STAFF AND THEIR AGENTS AND DESIGNEES TO TAKE ANY AND ALL ACTION NECESSARY TO ACQUIRE FEE TITLE, OR A LESSER INTEREST IN, INCLUDING BUT NOT LIMITED TO AN EASEMENT FOR DRAINAGE, AS NEEDED, TO CERTAIN REAL PROPERTY AND ANY ASSOCIATED PERSONAL PROPERTY, AS A MATTER OF PUBLIC NECESSITY BY DONATION, DEDICATION, PURCHASE, EXCHANGE, OR BY EXERCISE OF THE POWER OF EMINENT DOMAIN; AND TO SIGN ANY DOCUMENTS AND ENTER INTO ANY CONTRACTS NECESSARY TO EFFECT THE PURPOSES OF THIS RESOLUTION; AND TO TAKE ANY AND ALL OTHER ACTION AS IS LEGALLY NECESSARY TO ACQUIRE FEE TITLE OR AN EASEMENT INTEREST IN, TO AND FOR ALL NECESSARY PUBLIC IMPROVEMENTS AND THOSE RIGHTS-OF-WAY GENERALLY LOCATED ALONG CACTUS ROAD, FROM BEARDSLEY CANAL TO 175TH AVENUE, WITHIN SECTIONS 14, 15, 16, 21, 22, AND 23 OF TOWNSHIP 3 NORTH RANGE 2 WEST IN SURPRISE, ARIZONA.

WHEREAS, pursuant to ARS § 9-241(A), a municipal corporation may purchase, receive, hold, lease and convey property, real and personal, as may be necessary or proper to carry out the purposes of the corporation, within or without its limits;

WHEREAS, pursuant to ARS §§ 9-240, 9-276, and 12-1111 et seq., a city may exercise its power of eminent domain to acquire any property necessary or convenient for the purpose of laying out, establishing, improving and regulating the use of streets, alleys, avenues, sidewalks, parks, public grounds and off-street parking sites;

WHEREAS, the City Council of the City of Surprise ("City") has identified certain real property located generally located along Cactus Road between Beardsley Canal and 175th Avenue, within Sections 14, 15, 16, 21, 22, and 23 of Township 3 North Range 2 West in Surprise, Arizona ("Property") as necessary for the construction, expansion of roadway, and drainage improvements;

WHEREAS, the City has determined and does hereby find that the acquisition of the Property for the construction, expansion of roadway, and drainage improvements and related public uses and public facilities is a necessary public use and will benefit the health, safety and convenience of the City's residents;

WHEREAS, the City has authorized the expenditure of, and has expended, considerable public funds for the appraisal, purchase, and acquisition of real property

and any necessary and associated easements;

WHEREAS, the City has acquired, will acquire, and currently owns real property and easement within the general area of and adjacent to Property;

WHEREAS, the City Manager, City Attorney and City staff may, and are hereby authorized to initiate condemnation proceedings to acquire fee title to the Property and any associated personal property needed for the construction and/or expansion of roadway and drainage improvements and related public uses and facilities;

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

Section 1. That it is deemed necessary and essential as a matter of public health, safety, general welfare and convenience for the City of Surprise that the City acquire by dedication, donation, purchase, or eminent domain, all real and/or personal property and necessary or associated easements needed for the construction and/or expansion of roadway and drainage improvements and all related public uses and facilities for the improvement of Cactus Road, between Beardsley Canal and 175th Avenue, within Sections 14, 15, 16, 21, 22, and 23 of Township 3 North Range 2 West in Surprise, Arizona;

Section 2. That, in the event the City is unable to acquire the Property and/or easement by dedication, donation, or purchase, acquisition by the City's power of eminent domain is hereby authorized in order to acquire fee title to the Property along with any associated interests or easements;

Section 3. That the City Manager, City Attorney, City Staff and/or any other appropriate City official or employee, including any retained legal counsel, contractors or consultants, are hereby authorized to take all legal action necessary to acquire fee title to the Property, along with any associated interests or easements, including the right of immediate possession, by filing an action in eminent domain and/or otherwise executing and submitting all documents necessary or desirable for the City to acquire fee title to the Property;

Section 4. That the duly authorized finance officers or disbursing agents of the City are hereby authorized to pay all sums necessary to acquire fee title and any necessary or associated interests and easements in or to the Property including but not limited to, payment of all associated fees and costs for the purchase of any necessary title reports, litigation guarantees, title insurance, title policies, appraisal reports, appraisal review services, escrow fees and services, and/or closing costs, necessary for the acquisition of the Property.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Eric Boyles, Director -
Transportation

Submitting Department: Transportation

District: District 1

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action authorizing the acquisition of fee title, or a lesser interest, in real property generally located along 163rd Avenue from Pat Tillman Boulevard to Jomax Road, Surprise, Arizona, by dedication, donation, purchase, exchange, or eminent domain; Resolution # 2024-106.

Motion:

I move to approve Resolution #2024-106.

Background:

Arizona Revised Statutes 9-241 and 12-1111, among others, provides authority for the City of Surprise Arizona to acquire real property necessary or proper to carry out its purposes. The Transportation Department and CIP are currently developing a project to widen 163rd Avenue to its ultimate cross section of three lanes in each direction with curb, gutter, drainage, lighting, and signal improvements along this corridor. It is necessary and proper to acquire fee title or lesser interest in real property which is along 163rd Avenue. Staff is seeking authority to acquire this real property and lesser interest by any means authorized by law.

Objective Analysis:

The improvements along 163rd Avenue between Pat Tillman Boulevard and Jomax Road are necessary due to the growth the area north of Loop 303 has experienced and 163rd Avenue currently being the only major connection out to US 60. The additional lanes along 163rd Avenue along with the other improvements that are a part of this project will help with traffic capacity and safety in this area. This action will help the overall projects efforts by ensuring the City has the necessary Right-of-Way and Easement to facilitate these improvements.

Policy Compliant:

City and Council Policy generally requires the City to complete any infrastructure improvements related to public uses and public facilities that benefits the health, safety, and convenience of the City's residents. The 163rd Avenue project has been previously approved by Council to begin design and

construction efforts and the acquisition of this necessary Right-of-Way and Easements are part of the overall project development effort.

Financial Impact:

The real and lesser acquisition of property is being appraised and the fair market value will be used as a guide to acquire the real and lesser interest in the property by means of the most cost effective and least expensive methods necessary. Acquisition costs will be covered by the 163rd Avenue Project.

Budget Impact:

Funding for the condemnation process is located within P65390 – 163rd Avenue Roadway Improvement Project.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 24.06.04 Resolution 2024-106 - Resolution of Necessity_163rd Avenue North of Pat Tillman
-

RESOLUTION # 2024-106

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY ATTORNEY, AND CITY STAFF AND THEIR AGENTS AND DESIGNEES TO TAKE ANY AND ALL ACTION NECESSARY TO ACQUIRE FEE TITLE, OR A LESSER INTEREST IN, INCLUDING BUT NOT LIMITED TO AN EASEMENT FOR DRAINAGE, AS NEEDED, TO CERTAIN REAL PROPERTY AND ANY ASSOCIATED PERSONAL PROPERTY, AS A MATTER OF PUBLIC NECESSITY BY DONATION, DEDICATION, PURCHASE, EXCHANGE, OR BY EXERCISE OF THE POWER OF EMINENT DOMAIN; AND TO SIGN ANY DOCUMENTS AND ENTER INTO ANY CONTRACTS NECESSARY TO EFFECT THE PURPOSES OF THIS RESOLUTION; AND TO TAKE ANY AND ALL OTHER ACTION AS IS LEGALLY NECESSARY TO ACQUIRE FEE TITLE OR AN EASEMENT INTEREST IN, TO, AND FOR ALL NECESSARY PUBLIC IMPROVEMENTS AND THOSE RIGHTS-OF-WAY GENERALLY LOCATED ALONG 163RD AVENUE FROM PAT TILLMAN BOULEVARD TO JOMAX ROAD.

WHEREAS, pursuant to ARS § 9-241(A), a municipal corporation may purchase, receive, hold, lease and convey property, real and personal, as may be necessary or proper to carry out the purposes of the corporation, within or without its limits;

WHEREAS, pursuant to ARS §§ 9-240, 9-276, and 12-1111 et seq., a city may exercise its power of eminent domain to acquire any property necessary or convenient for the purpose of laying out, establishing, improving and regulating the use of streets, alleys, avenues, sidewalks, parks, public grounds and off-street parking sites;

WHEREAS, the City Council of the City of Surprise ("City") has identified certain real property located generally located along 163rd Avenue, between Pat Tillman Boulevard and Jomax Road, within Sections 6 and 7 of Township 4 North Range 1 West, Sections 1 and 12 of Township 4 North Range 2 West, and Section 31 of Township 5 North Range 1 West in Surprise, Arizona ("Property") as necessary for the construction, expansion of roadway, and drainage improvements;

WHEREAS, the City has determined and does hereby find that the acquisition of the Property for the construction, expansion of roadway, and drainage improvements and related public uses and public facilities is a necessary public use and will benefit the health, safety and convenience of the City's residents;

WHEREAS, the City has authorized the expenditure of, and has expended, considerable public funds for the appraisal, purchase, and acquisition of real property and any necessary and associated easements;

WHEREAS, the City has acquired, will acquire, and currently owns real property and easement within the general area of and adjacent to Property;

WHEREAS, the City Manager, City Attorney and City staff may, and are hereby authorized to initiate condemnation proceedings to acquire fee title to the Property and any associated personal property needed for the construction and/or expansion of roadway and drainage improvements and related public uses and facilities;

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

Section 1. That it is deemed necessary and essential as a matter of public health, safety, general welfare and convenience for the City of Surprise that the City acquire by dedication, donation, purchase, or eminent domain, all real and/or personal property and necessary or associated easements needed for the construction and/or expansion of roadway and drainage improvements and all related public uses and facilities for the improvement of 163rd Avenue between Pat Tillman Boulevard and Jomax Road, within Sections 6 and 7 of Township 4 North Range 1 West, Sections 1 and 12 of Township 4 North Range 2 West, and Section 31 of Township 5 North Range 1 West in Surprise, Arizona;

Section 2. That, in the event the City is unable to acquire the Property and/or easement by dedication, donation, or purchase, acquisition by the City's power of eminent domain is hereby authorized in order to acquire fee title to the Property along with any associated interests or easements;

Section 3. That the City Manager, City Attorney, City Staff and/or any other appropriate City official or employee, including any retained legal counsel, contractors or consultants, are hereby authorized to take all legal action necessary to acquire fee title to the Property, along with any associated interests or easements, including the right of immediate possession, by filing an action in eminent domain and/or otherwise executing and submitting all documents necessary or desirable for the City to acquire fee title to the Property;

Section 4. That the duly authorized finance officers or disbursing agents of the City are hereby authorized to pay all sums necessary to acquire fee title and any necessary or associated interests and easements in or to the Property including but not limited to, payment of all associated fees and costs for the purchase of any necessary title reports, litigation guarantees, title insurance, title policies, appraisal reports, appraisal review services, escrow fees and services, and/or closing costs, necessary for the acquisition of the Property.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Eric Boyles, Director -
Transportation

Submitting Department: Transportation
Staff Recommendations:

District: District 3

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action authorizing the acquisition of fee title, or a lesser interest, in real property generally located along Waddell Road, from 175th Avenue to Cotton Lane and along Cotton Lane from Acoma Drive to Cactus Road, Surprise, Arizona, by dedication, donation, purchase, exchange, or eminent domain. Resolution #2024-109.

Motion:

I move to approve Resolution #2024-109.

Background:

Arizona Revised Statutes 9-241 and 12-1111, among others, provides authority for the City of Surprise Arizona to acquire real property necessary or proper to carry out its purposes. The Transportation Department and CIP are currently developing a project to widen Waddell Road and Cotton Lane to their ultimate cross section of two/three lanes in each direction with curb, gutter, drainage, lighting, and signal improvements along this corridor. It is necessary and proper to acquire fee title or lesser interest in real property which is along Waddell Road and Cotton Lane. Staff is seeking authority to acquire this real property and lesser interest by any means authorized by law.

Objective Analysis:

The improvements along Waddell Road and Cotton Lane are necessary due to the growth the area west of Loop 303 has experienced. The additional lanes along Waddell Road and Cotton Lane along with the other improvements that are a part of this project will help with traffic capacity and safety in this area. This action will help the overall projects efforts by ensuring the City has the necessary Right-of-Way and Easement to facilitate these improvements.

Policy Compliant:

City and Council Policy generally requires the City to complete any infrastructure improvements related to public uses and public facilities that benefits the health, safety, and convenience of the City's residents. Both the Waddell Road and Cotton Lane projects have been previously approved by Council to begin design and construction efforts and the acquisition of this necessary Right-of-Way and Easements are part of the overall project development effort.

Financial Impact:

The real and lesser acquisition of property is being appraised and the fair market value will be used as a guide to acquire the real and lesser interest in the property by means of the most cost effective and least expensive methods necessary. Acquisition costs will be covered by both the Waddell Road and Cotton Lane Projects.

Budget Impact:

Funding for the condemnation process is located within P65020 – Waddell Rd – 175th – Cotton and the P65030 – Cotton Lane – Cactus – Greenway Roadway Improvement Projects.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 24.06.04 Resolution 2024-109 - Resolution of Necessity_Waddell Road.clean
-

RESOLUTION # 2024-109

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY ATTORNEY, AND CITY STAFF AND THEIR AGENTS AND DESIGNEES TO TAKE ANY AND ALL ACTION NECESSARY TO ACQUIRE FEE TITLE, OR A LESSER INTEREST IN, INCLUDING BUT NOT LIMITED TO AN EASEMENT FOR DRAINAGE, AS NEEDED, TO CERTAIN REAL PROPERTY AND ANY ASSOCIATED PERSONAL PROPERTY, AS A MATTER OF PUBLIC NECESSITY BY DONATION, DEDICATION, PURCHASE, EXCHANGE, OR BY EXERCISE OF THE POWER OF EMINENT DOMAIN; AND TO SIGN ANY DOCUMENTS AND ENTER INTO ANY CONTRACTS NECESSARY TO EFFECT THE PURPOSES OF THIS RESOLUTION; AND TO TAKE ANY AND ALL OTHER ACTION AS IS LEGALLY NECESSARY TO ACQUIRE FEE TITLE OR AN EASEMENT INTEREST IN, TO, AND FOR ALL NECESSARY PUBLIC IMPROVEMENTS AND THOSE RIGHTS-OF-WAY GENERALLY LOCATED ALONG WADDELL ROAD, FROM 175TH AVENUE TO COTTON LANE, AND ALONG COTTON LANE, FROM ACOMA DRIVE TO CACTUS ROAD, WITHIN SECTION 11, 12, 13, AND 14 OF TOWNSHIP 3 NORTH RANGE 2 WEST IN SURPRISE, ARIZONA.

WHEREAS, pursuant to ARS § 9-241(A), a municipal corporation may purchase, receive, hold, lease and convey property, real and personal, as may be necessary or proper to carry out the purposes of the corporation, within or without its limits;

WHEREAS, pursuant to ARS §§ 9-240, 9-276, and 12-1111 et seq., a city may exercise its power of eminent domain to acquire any property necessary or convenient for the purpose of laying out, establishing, improving and regulating the use of streets, alleys, avenues, sidewalks, parks, public grounds and off-street parking sites;

WHEREAS, the City Council of the City of Surprise ("City") has identified certain real property located generally located along the Waddell Road alignment between 175th Avenue and Cotton Lane and along Cotton Lane alignment between Acoma Drive and Cactus Road, within Sections 11, 12, 13, and 14 of Township 3 North Range 2 West in Surprise, Arizona ("Property"), as necessary for construction, expansion of roadway, and drainage improvements;

WHEREAS, the City has determined and does hereby find that the acquisition of the Property for the construction, expansion of roadway, and drainage improvements and related public uses and public facilities is a necessary public use and will benefit the health, safety and convenience of the City's residents;

WHEREAS, the City has authorized the expenditure of, and has expended, considerable public funds for the appraisal, purchase, and acquisition of real property and any necessary and associated easements;

WHEREAS, the City has acquired, will acquire, and currently owns real property and easement within the general area of and adjacent to the Property;

WHEREAS, the City Manager, City Attorney and City staff may, and are hereby authorized to initiate condemnation proceedings to acquire fee title to the Property and any associated personal property needed for the construction and/or expansion of roadway and drainage improvements and related public uses and facilities;

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

Section 1. That it is deemed necessary and essential as a matter of public health, safety, general welfare and convenience for the City of Surprise that the City acquire by dedication, donation, purchase, or eminent domain, all real and/or personal property, including any and all existing easements, and any necessary or associated easements, temporary or permanent in nature, otherwise needed for the construction and/or expansion of roadway and drainage improvements and all related public uses and facilities for the improvement of Waddell Road, between 175th Avenue and Cotton Lane, and for the improvement of Cotton Lane, between Acoma Drive and Cactus Road, within Sections 11, 12, 13, and 14 of Township 3 North Range 2 West in Surprise, Arizona;

Section 2. That, in the event the City is unable to acquire the Property and/or easement by dedication, donation, or purchase, acquisition by the City's power of eminent domain is hereby authorized in order to acquire fee title to the Property along with any associated interests or easements;

Section 3. That the City Manager, City Attorney, City Staff and/or any other appropriate City official or employee, including any retained legal counsel, contractors or consultants, are hereby authorized to take all legal action necessary to acquire fee title to the Property, along with any associated interests or easements, including the right of immediate possession, by filing an action in eminent domain and/or otherwise executing and submitting all documents necessary or desirable for the City to acquire fee title to the Property;

Section 4. That the duly authorized finance officers or disbursing agents of the City are hereby authorized to pay all sums necessary to acquire fee title and any necessary or associated interests and easements in or to the Property including but not limited to, payment of all associated fees and costs for the purchase of any necessary title reports, litigation guarantees, title insurance, title policies, appraisal reports, appraisal review services, escrow fees and services, and/or closing costs,

necessary for the acquisition of the Property.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Eric Boyles, Director -
Transportation

Submitting Department: Transportation

District: District 1

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action authorizing the acquisition of fee title, or a lesser interest, in real property generally located along Happy Valley Road, from 163rd Avenue to El Granada Boulevard, Surprise, Arizona, by dedication, donation, purchase, exchange, or eminent domain; Resolution #2024-108.

Motion:

I move to approve Resolution #2024-108.

Background:

Arizona Revised Statutes 9-241 and 12-1111, among others, provides authority for the City of Surprise Arizona to acquire real property necessary or proper to carry out its purposes. The Transportation Department and CIP are currently developing a project to widen Happy Valley Road, from 163rd Avenue to El Granada Boulevard to its ultimate cross section of three lanes in each direction with curb, gutter, drainage, lighting, and signal improvements along this corridor. It is necessary and proper to acquire fee title or lesser interest in real property which is along Happy Valley Road. Staff is seeking authority to acquire this real property and lesser interest by any means authorized by law.

Objective Analysis:

The improvements along Happy Valley Road are necessary due to the growth of the area north of Loop 303 has experienced. The additional lanes along Happy Valley Road along with the other improvements that are a part of this project will help with traffic capacity and safety in this area. This action will help the overall projects efforts by ensuring the City has the necessary Right-of-Way and Easement to facilitate these improvements.

Policy Compliant:

City and Council Policy generally requires the City to complete any infrastructure improvements related to public uses and public facilities that benefits the health, safety, and convenience of the City's residents. This Happy Valley Road project has been previously approved by Council to begin design and construction efforts and the acquisition of this necessary Right-of-Way and Easements are part of the overall project development effort.

Financial Impact:

The real and lesser acquisition of property is being appraised and the fair market value will be used as a guide to acquire the real and lesser interest in the property by means of the most cost effective and least expensive methods necessary. Acquisition costs will be covered by the Happy Valley Roadway Project.

Budget Impact:

Funding for the condemnation process is located within P65120 – Happy Valley Rd – 163rd - Rancho Mercado Roadway Improvements.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 24.06.04 Resolution 2024-108 - Resolution of Necessity_Happy Valley Road.clean
-

RESOLUTION # 2024-108

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY ATTORNEY, AND CITY STAFF AND THEIR AGENTS AND DESIGNEES TO TAKE ANY AND ALL ACTION NECESSARY TO ACQUIRE FEE TITLE, OR A LESSER INTEREST IN, INCLUDING BUT NOT LIMITED TO AN EASEMENT FOR DRAINAGE, AS NEEDED, TO CERTAIN REAL PROPERTY AND ANY ASSOCIATED PERSONAL PROPERTY, AS A MATTER OF PUBLIC NECESSITY BY DONATION, DEDICATION, PURCHASE, EXCHANGE, OR BY EXERCISE OF THE POWER OF EMINENT DOMAIN; AND TO SIGN ANY DOCUMENTS AND ENTER INTO ANY CONTRACTS NECESSARY TO EFFECT THE PURPOSES OF THIS RESOLUTION; AND TO TAKE ANY AND ALL OTHER ACTION AS IS LEGALLY NECESSARY TO ACQUIRE FEE TITLE OR AN EASEMENT INTEREST IN, TO AND FOR ALL NECESSARY PUBLIC IMPROVEMENTS AND THOSE RIGHTS-OF-WAY GENERALLY LOCATED ALONG HAPPY VALLEY ROAD, FROM 163RD AVENUE TO EL GRANADA BOULEVARD, WITHIN SECTIONS 5, 6, 7, 8, 9, AND 10 OF TOWNSHIP 4 NORTH RANGE 1 WEST IN SURPRISE, ARIZONA.

WHEREAS, pursuant to ARS § 9-241(A), a municipal corporation may purchase, receive, hold, lease and convey property, real and personal, as may be necessary or proper to carry out the purposes of the corporation, within or without its limits;

WHEREAS, pursuant to ARS §§ 9-240, 9-276, and 12-1111 et seq., a city may exercise its power of eminent domain to acquire any property necessary or convenient for the purpose of laying out, establishing, improving and regulating the use of streets, alleys, avenues, sidewalks, parks, public grounds and off-street parking sites;

WHEREAS, the City Council of the City of Surprise ("City") has identified certain real property located generally located along Happy Valley Road between 163rd Avenue and El Granada Boulevard, within Sections 5, 6, 7, 8, 9, and 10 of Township 4 North Range 1 West in Surprise, Arizona ("Property") as necessary for the construction, expansion of roadway, and drainage improvements;

WHEREAS, the City has determined and does hereby find that the acquisition of the Property for the construction, expansion of roadway, and drainage improvements and related public uses and public facilities is a necessary public use and will benefit the health, safety and convenience of the City's residents;

WHEREAS, the City has authorized the expenditure of, and has expended, considerable public funds for the appraisal, purchase, and acquisition of real property

and any necessary and associated easements;

WHEREAS, the City has acquired, will acquire, and currently owns real property and easement within the general area of and adjacent to Property;

WHEREAS, the City Manager, City Attorney and City staff may, and are hereby authorized to initiate condemnation proceedings to acquire fee title to the Property and any associated personal property needed for the construction and/or expansion of roadway and drainage improvements and related public uses and facilities;

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

Section 1. That it is deemed necessary and essential as a matter of public health, safety, general welfare and convenience for the City of Surprise that the City acquire by dedication, donation, purchase, or eminent domain, all real and/or personal property and necessary or associated easements needed for the construction and/or expansion of roadway and drainage improvements and all related public uses and facilities for the improvement of Happy Valley Road between 163rd Avenue and El Granada Boulevard, within Sections 5, 6, 7, 8, 9, and 10 of Township 4 North Range 1 West in Surprise, Arizona;

Section 2. That, in the event the City is unable to acquire the Property and/or easement by dedication, donation, or purchase, acquisition by the City's power of eminent domain is hereby authorized in order to acquire fee title to the Property along with any associated interests or easements;

Section 3. That the City Manager, City Attorney, City Staff and/or any other appropriate City official or employee, including any retained legal counsel, contractors or consultants, are hereby authorized to take all legal action necessary to acquire fee title to the Property, along with any associated interests or easements, including the right of immediate possession, by filing an action in eminent domain and/or otherwise executing and submitting all documents necessary or desirable for the City to acquire fee title to the Property;

Section 4. That the duly authorized finance officers or disbursing agents of the City are hereby authorized to pay all sums necessary to acquire fee title and any necessary or associated interests and easements in or to the Property including but not limited to, payment of all associated fees and costs for the purchase of any necessary title reports, litigation guarantees, title insurance, title policies, appraisal reports, appraisal review services, escrow fees and services, and/or closing costs, necessary for the acquisition of the Property.

APPROVED AND ADOPTED this _____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Brenden Espie, FIRE CHIEF
District: Internal

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the 2018 International Fire Code, as adopted by the City of Surprise, by repealing certain local amendments to Sections 907.2 and 907.2.17.1; Ordinance #2024-21

Motion:

I move to approve Ordinance #2024-21.

Background:

On October 15, 2019 (Ord. No. 2019-031), and again on January 5, 2021 (Ord. No. 2021-001), the City adopted local amendments to section 907, Fire Alarm and Detection Systems of the 2018 International Fire Code (2018 IFC), as adopted by the International Code Council ("ICC").

Objective Analysis:

The City now seeks to repeal the local amendments to Chapter 9, sections 907.2 and 907.2.17.1 of the 2018 IFC, and adopt the published versions of those sections as approved by the ICC.

Policy Compliant:

The ordinance amendment is compliant with city policies.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 24.05.29 Ord 2024-21 International Fire Code Amend
2. Code Update Presentation 06-18-2024

ORDINANCE # 2024-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING SURPRISE MUNICIPAL CODE BY AMENDING PORTIONS OF ORDINANCES 19-031 AND 21-001 TO REPEAL THE LOCAL AMENDMENTS TO SECTIONS 907.2 AND 907.2.17.1 OF THE 2018 INTERNATIONAL FIRE CODE; INCLUDING SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on October 15, 2019 (Ord. No. 2019-031), and again on January 5, 2021 (Ord. No. 2021-001), the City adopted local amendments to section 907, Fire Alarm and Detection Systems of the 2018 International Fire Code (2018 IFC), as adopted by the International Code Council ("ICC");

WHEREAS, the City now seeks to repeal the local amendments to Chapter 9, sections 907.2 and 907.2.17.1 of the 2018 IFC, and adopt the published versions of those sections as approved by the ICC;

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

Section 1. Sections 907.2 and 907.2.17.1, Fire Alarm and Detection Systems of Chapter 9, Fire Protection and Life Safety Systems of the 2018 IFC are adopted in their entirety as set forth therein, and all local amendments to these sections of the 2018 IFC are hereby repealed.

Section 2. Except as set forth herein with respect to Sections 907.2 and 907.2.17.1 of the 2018 IFC, all other provisions of Ordinance 2019-031 and Ordinance 2021-01 shall remain unchanged and in full force and effect.

Section 3. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 5. This ordinance will become effective at the time and manner prescribed by law.

SIGNATURES TO FOLLOW ON NEXT PAGE

PASSED AND ADOPTED this _____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney



Amendment to the 2018 International Fire Code (IFC)

June 18, 2024

Background



- August 6, 2019 – Council adopted Chapter 12 of the 2018 IFC – Energy Systems
- October 15, 2019 – Council adopted the remaining portions of the 2018 IFC with local amendments
- January 5, 2021 – Council adopted regional updates to Chapter 12 along with minor revisions to Chapters 5 and 9
- The new, proposed ordinance reverts back to base 2018 IFC for fire alarm detection device coverage

Proposed revision of local amendments to Chapters 9 of the 2018 IFC



- Chapter 9
 - Removes requirement for full area smoke detection requirements and reverts back to base code
 - Retains requirement for full area occupant notification
 - Retains all other local amendments including complete fire sprinkler coverage
 - Maintains high degree of life safety, reduces costs, reduces chances of false alarms





Comments & Questions

Thank you!



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Jodi Tas, MNGMNT ANALYST - SR

Submitting Department: Human Svcs and Comm Vitality

District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the Fiscal Year 2025 grant award for the Surprise Community Outreach Program.

Motion:

I move to approve the Fiscal Year 2025 funding recommendations from the Surprise Community Outreach Program as presented.

Background:

The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service, programs and events to citizens of the City of Surprise. This fiscal year the Council allocated \$150,000 for the program.

Objective Analysis:

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

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

For FY2025, the Subcommittee's total award recommendation is \$150,000. The awards are paid to agencies on a reimbursement basis upon submittal of quarterly reimbursement requests and reports.

Budget Impact:

The FY2025 approved budget for the Human Service and Community Vitality Department includes a total of \$160,000 for community outreach activities; \$10,000 for the Neighborhood Grant Program and \$150,000 for the Surprise Community Outreach Program.

FTE Impact:

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

ATTACHMENTS:

1. HSCV Staff Report - SCOP FY 25
 2. SCOP FY25 Presentation
-



HUMAN SERVICE AND COMMUNITY VITALTY

Date: June 18, 2024

To: Surprise City Council

From: Jodi Tas, Governmental Relations Program Director
Seth Dyson, HSCV Director

Re: Surprise Community Outreach Program FY24

Introduction

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

Background

The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service to citizens of the City of Surprise. The city has allocated \$150,000 for SCOP Fiscal Year 2024 and \$10,000 for the Neighborhood Grant Program.

Funding

The City Council designated \$150,000 from the FY2025 budget for community outreach programs. The Committee on Community Outreach, Partnerships and Grants reviewed applications and are making recommendations to the full City Council for award.

Committee Recommendations

The Committee on Community Outreach, Partnerships and Grants held a meeting on May 22nd and June 4th to review, discuss and act upon the eligible applications received. A total of forty-five (45) applications were received. Applicants were given an opportunity to present their project during the May 22nd committee meeting.

Committee recommendations are as follows:

	Requested	Recommendation
Spencer's Place	\$10,000	\$10,000
Best Buddies Inclusion Project	\$10,000	\$10,000
Arizona Burn Foundation	\$10,000	\$10,000
Radiant Church	\$10,000	\$10,000
Autism Life & Living	\$10,000	\$10,000
Sounds of Autism, Inc.	\$9,250	\$9,000
Hart Pantry	\$10,000	\$8,000
Surprise Young Life	\$10,000	\$8,000
Benevilla	\$10,000	\$7,500
Surprise Youth Foundation	\$10,000	\$7,500
Seeds of Hope International Ministries	\$7,000	\$7,000
Stepping Up for Seniors	\$10,000	\$6,500
Chance Shelter	\$8,000	\$6,000
Surprise Original Townsite Stakeholders Committee	\$5,000	\$5,000
Women4Women Tempe	\$5,000	\$5,000
Dysart Special Education EPTSA	\$6,000	\$5,000
Valley of the Sun YMCA	\$10,000	\$5,000
Dysart Education Foundation	\$10,000	\$5,000
Hope Community Services	\$10,000	\$5,000
Autism Society of Greater Phoenix	\$5,000	\$3,000
The Foster Alliance	\$5,000	\$2,500
Valley View Community Food Bank	\$10,000	\$2,500
One Step Beyond Inc.	\$5,000	\$2,500
A New Leaf	\$10,000	\$0
WHAM Art Association	\$7,500	\$0
Honor Dance	\$10,000	\$0
West Valley Arts Council	\$10,000	\$0
Actors Playground Theater Company	\$10,000	\$0
OUAZ Theater Club	\$10,000	\$0
Helping Families in Need	\$10,000	\$0
KNOWN Church	\$9,750	\$0
Meals of Joy	\$10,000	\$0
Veterans Breakthrough Inc.	\$10,000	\$0
Northwest Valley Connect	\$10,000	\$0
Central Arizona Shelter Services	\$10,000	\$0
St. Vincent de Paul St Clare of Assisi	\$10,000	\$0
Kiwanis Club of Litchfield	\$10,000	\$0
St. Vincent de Paul St. Elizabeth Seton	\$10,000	\$0

Youngtown Community Fund	\$10,000	\$0
Transformation Treehouse	\$9,000	\$0
1N10 Inc.	\$10,000	\$0
Church of the Palms Homeless Ministry	\$10,000	\$0
Cimarron Springs PTA	\$9,450	\$0
AZ Educational Foundation	\$10,000	\$0
Phoenix Rescue Mission	\$10,000	\$0
TOTAL	\$410,950	\$150,000

Future Actions

- Award notifications to be sent immediately after Council action
- Spending and projects must be complete by June 15, 2025

Recommendation

Approval of Surprise Community Outreach Program awards as recommended by the Committee on Community Outreach, Partnerships and Grants.



Community Outreach Program

FY2024-2025

PROGRAM PURPOSE & OVERSIGHT

- To support local non-profit organizations serve the City of Surprise residents
- Surprise Sub-Committee on Community Outreach, Partnerships & Grants makes funding recommendations
- Sub-Committee Members are Chair, Vice Mayor Chris Judd, and Councilmembers Jack Hastings and Nick Haney

PROGRAM GUIDELINES

- Must provide verification of 501(c)3 status
- Must submit a new application with every program cycle
- Events, programs, activities, etc. must take place in the City of Surprise
- Must include a proposed budget for use of funds
- Recipients will acknowledge grant award in press release
- Funds are provided on an invoice or reimbursement basis
- Maximum award is \$10,000
- FY24-25 SCOP allocation is \$150,000

FY 2024-2025 PROGRAM

- The Committee met on Tuesday, May 22nd and June 4th to review the applicants requests
- **45** applications were received
 - Total requested grant amount: **\$410,950**
- A total of 45 applications were presented and considered

Agency	Requested	Recommendation
Spencer's Place	\$10,000	\$10,000
Best Buddies Inclusion Project	\$10,000	\$10,000
Arizona Burn Foundation	\$10,000	\$10,000
Radiant Church	\$10,000	\$10,000
Autism Life & Living	\$10,000	\$10,000
Sounds of Autism, Inc.	\$9,250	\$9,000
Hart Pantry	\$10,000	\$8,000
Surprise Young Life	\$10,000	\$8,000
Benevilla	\$10,000	\$7,500
Surprise Youth Foundation	\$10,000	\$7,500
Seeds of Hope International Ministries	\$7,000	\$7,000
Stepping Up for Seniors	\$10,000	\$6,500
Chance Shelter	\$8,000	\$6,000
Surprise Original Townsite Stakeholders Committee	\$5,000	\$5,000
Women4Women Tempe	\$5,000	\$5,000
Dysart Special Education EPTSA	\$6,000	\$5,000
Valley of the Sun YMCA	\$10,000	\$5,000
Dysart Education Foundation	\$10,000	\$5,000
Hope Community Services	\$10,000	\$5,000
Autism Society of Greater Phoenix	\$5,000	\$3,000
The Foster Alliance	\$5,000	\$2,500

Valley View Community Food Bank	\$10,000	\$2,500
One Step Beyond Inc.	\$5,000	\$2,500
A New Leaf	\$10,000	\$0
WHAM Art Association	\$7,500	\$0
Honor Dance	\$10,000	\$0
West Valley Arts Council	\$10,000	\$0
Actors Playground Theater Company	\$10,000	\$0
OUAZ Theater Club	\$10,000	\$0
Helping Families in Need	\$10,000	\$0
KNOWN Church	\$9,750	\$0
Meals of Joy	\$10,000	\$0
Veterans Breakthrough Inc.	\$10,000	\$0
Northwest Valley Connect	\$10,000	\$0
Central Arizona Shelter Services	\$10,000	\$0
St. Vincent de Paul St Clare of Assisi	\$10,000	\$0
Kiwanis Club of Litchfield	\$10,000	\$0
St. Vincent de Paul St. Elizabeth Seton	\$10,000	\$0
Youngtown Community Fund	\$10,000	\$0
Transformation Treehouse	\$9,000	\$0
1N10 Inc.	\$10,000	\$0
Church of the Palms Homeless Ministry	\$10,000	\$0
Cimarron Springs PTA	\$9,450	\$0
AZ Educational Foundation	\$10,000	\$0
Phoenix Rescue Mission	\$10,000	\$0
Total	\$410,950	\$150,000



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action adopting a secondary property tax for each Street Light Improvement District (SLID) within the City of Surprise during the Fiscal Year 2025; Resolution #2024-105.

Motion:

I move to approve Resolution #2024-105. (In accordance with A.R.S. Section 42-17107(A)(4), a roll call vote on this motion is required.)

Background:

On June 4, 2024, the Mayor and City Council held a public hearing on the proposed FY2025 SLID tax levy. Per Arizona Revised Statute 42-17104, a public hearing was held to receive public comment on the proposed SLID tax levies for fiscal year 2025. This hearing was published and advertised in accordance with State law. Pursuant to Arizona Revised Statutes (A.R.S.) 48-616, the City of Surprise has evaluated SLID property tax levies up to the maximum rate of \$1.20 for each one hundred dollars (\$100) of net assessed valuation. Adoption of Resolution #2024-105 will set said SLID property tax levies.

Objective Analysis:

The Street Light Improvement Districts are established to levy a property tax within specific geographic areas to pay for costs of providing street lighting. These costs would otherwise be paid for through other operating sources.

Policy Compliant:

This item is consistent with City and Council policy as well as Arizona Revised Statutes.

Financial Impact:

For FY2025, a property tax will be levied upon the assessed valuation of property for Street Light Improvement Districts (SLID) at an amount up to the maximum rate of \$1.20 per \$100 of assessed value for each SLID. The levies will generate \$1.56M of revenue in total. The funds will be used to pay for electricity, maintenance, and administration fees associated with each SLID.

Budget Impact:

The proposed SLID tax levies are included as a part of the FY2025 Final Budget which was approved by Council on June 4, 2024.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2024-105_FY25 SLIDs-Final Levy Adoption
-

RESOLUTION # 2024-105

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF SURPRISE, ARIZONA, SETTING FORTH THE
LEVY OF PROPERTY TAX RATES FOR STREET LIGHTING
IMPROVEMENT DISTRICTS.**

WHEREAS, the provisions of Arizona Revised Statutes §48-616 require the governing body to levy taxes upon all property in municipal street lighting improvement districts necessary to pay the annual expenses of said districts;

WHEREAS, the City Council is required by Arizona Revised Statutes §42-17103 et seq. to hold a public hearing on or before the fourteenth day before the day on which it levies taxes, and the City council held such hearing on June 4, 2024 and

WHEREAS, the City has computed tax rates for Street Lighting Improvement Districts up to the maximum rate of \$1.20 for each one hundred dollars (\$100.00) of assessed valuation, as set forth on *Exhibit A* attached hereto.

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

Section 1. For each Street Lighting Improvement District as set forth in *Exhibit A*, attached and incorporated herein, there is hereby levied an amount not to exceed the maximum rate of \$1.20 on each one hundred dollars (\$100.00) of assessed valuation, to be collected as provided by law and for the purpose provided by law.

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"

Street Light Improvement Districts

Expense Estimates and Levy Rates

Fiscal Year 2025

County Number / City District Name by Assessment Type	Net Assessed Value ¹	Estimated Expenses	Levy Amount	Levy Rate ²
Ad Valorem				
13980 Kingswood Parke	13,739,681	36,100	25,000	0.1819
23110 Sun City Grand (DW)	55,872,787	255,500	146,500	0.2622
23124 WestPoint Towne Center	22,577,261	64,400	37,300	0.1652
23125 Continental at Kingswood Parke	5,758,707	10,700	5,100	0.0885
23135 Mountain Vista	10,112,326	17,200	8,700	0.0859
23174 Sun City Grand II	149,802,644	442,200	253,100	0.1689
23183 Ashton Ranch I	3,608,363	12,100	6,600	0.1829
23184 Sun City Grand III	7,725,598	30,600	18,400	0.2381
23191 Mountain Vista II	9,635,443	10,900	6,100	0.0632
23193 Bell West Ranch	2,586,134	6,700	2,900	0.1120
23194 Canyon Ridge West	14,387,462	10,200	3,400	0.0236
23238 Ashton Ranch II	4,187,148	13,200	6,800	0.1623
23239 Mountain Vista III	6,941,463	15,800	7,900	0.1137
23258 Greenway Parc #1	4,442,086	17,800	10,500	0.2363
23267 Northwest Ranch #1	5,503,496	7,700	3,700	0.0671
23268 Greenway Parc #3	1,035,262	5,200	1,900	0.1834
23319 Legacy Parc	8,260,655	21,400	10,500	0.1271
23323 Bell West Ranch 1A	3,478,316	9,200	3,800	0.1092
23329 Greenway Parc #2	3,886,467	14,500	7,800	0.2006
23330 Countryside	11,055,819	30,700	19,100	0.1727
23333 Roseview Units 5, 5a, 7, 8	7,031,235	17,500	9,000	0.1279
23335 Northwest Ranch II	7,098,141	21,500	11,200	0.1577
23336 Roseview Units 1-6	11,381,470	33,800	20,200	0.1774
23338 Sun City Grand IV	105,896,105	129,500	52,000	0.0490
23351 Bell West Ranch 1B	2,146,081	6,600	3,100	0.1444
23355 Ashton Ranch III	3,815,539	15,300	8,900	0.2332
23356 Legacy Parc G,H,I	3,536,635	11,700	3,500	0.0989
23358 Ashton Ranch IV	3,820,292	11,000	6,000	0.1570
23390 Rancho Gabriella - Phase I	12,023,786	22,800	8,500	0.0706
23401 Rancho Gabriella 2,3,4A-B	26,023,925	51,300	26,000	0.0999
23405 Tash/Western Meadows	4,386,267	13,000	7,100	0.1618
23409 Orchards 1,2,3,4,5	10,504,643	25,800	12,800	0.1218
23414 Surprise Farms 1A	16,590,967	33,800	13,800	0.0831
23417 Parke Row	1,057,090	2,800	1,000	0.0945
23419 Legacy Parc Parcels e, f, & j	4,179,103	8,700	3,400	0.0813
23424 Bell West Ranch II	3,756,521	9,000	4,200	0.1118
23444 Surprise Farms 1B	18,638,371	51,300	23,800	0.1276
23448 Sierra Montana Phase II	17,035,133	34,000	17,600	0.1032
23449 Litchfield Manor	18,879,904	44,000	19,500	0.1032
23450 Desert Oasis No. 1	16,780,436	18,300	5,800	0.0345
23455 Sierra Montana Parcel 12	1,827,168	6,900	2,400	0.1313
23456 Cotton Gin	4,196,771	12,200	3,700	0.0881
23457 Marley Park I, p 1-4	8,659,921	27,000	16,700	0.1927
23458 Summerfield @ Litchfields	1,726,970	4,500	2,000	0.1158

County Number / City District Name by Assessment Type	Net Assessed Value ¹	Estimated Expenses	Levy Amount	Levy Rate ²
23460 Greer Ranch South	15,674,145	37,000	17,400	0.1109
23461 Bell West Ranch III	3,485,594	9,000	4,200	0.1204
23467 Sierra Verde Ph I	11,221,949	36,200	23,100	0.2057
23468 Bell Pointe I	6,534,872	17,500	4,800	0.0734
23469 Kenly Farms	4,973,606	10,700	5,800	0.1165
23470 Veramonte	6,654,334	21,300	8,700	0.1306
23487 Rancho Gabriella Ph 2 pcl 11	1,501,633	3,300	1,200	0.0798
23498 Surprise Farms Ph 2	14,913,780	36,900	15,900	0.1065
23506 Royal Ranch Unit II, pcl 5,6,9	8,617,341	17,200	8,400	0.0974
23510 Sierra Verde Parcel 4	1,882,690	2,800	600	0.0318
23512 Marley Park Ph 1, P 7, 8	4,550,346	8,300	1,900	0.0417
23517 Surprise Farms Ph 3	11,849,823	29,700	10,400	0.0877
23521 Marley Park Ph 1, P 5, 6	5,994,172	13,300	4,100	0.0683
23524 Royal Ranch Unit 2, pcl 8	1,740,709	5,700	2,600	0.1493
23525 Greer Ranch North Ph1	9,577,183	29,000	12,300	0.1283
23536 Rancho Gabriella PH 3 pcl 17	1,666,639	3,400	1,200	0.0720
23537 City @ Surprise Ph 1	3,617,696	9,300	7,800	0.2156
23542 Royal Ranch Unit 2, P7	2,684,141	6,400	3,500	0.1303
23555 Greer Ranch North PH2	11,135,686	13,700	6,400	0.0574
23563 Sycamore Estates Par 13	6,730,973	24,600	15,900	0.2361
23566 Marley Park Ph 2, 9,11,12	5,414,620	12,000	5,000	0.0922
23581 Sierra Montana Parcel 7	1,610,567	3,700	1,900	0.1179
23582 Surprise Farms PH 4, Par 1-6	13,382,454	24,500	6,500	0.0485
23590 Desert Oasis Lancer 5A-5B-14A	12,505,123	39,200	34,900	0.2790
23591 Sarah Ann Ranch	20,926,364	53,000	28,400	0.1356
23641 Asante Phase 1	19,200,581	41,300	19,200	0.0999
23644 Johnson Townhomes	628,909	1,100	200	0.0318
23645 Surprise Pointe Comm Subdivision	23,021,671	13,900	8,200	0.0356
23653 Surprise Valley Station (Trader Joe's)	4,338,622	2,100	1,100	0.0253
23654 Surprise Farms Phase 5	7,134,244	12,900	6,800	0.0953
23661 Quick Trip # 410	340,831	1,400	-	0.0000
23663 Westfield Commons	2,698,915	1,800	-	0.0000
23667 Asante Parcel 1.16	54,171	1,400	600	1.1076
23668 Sierra Montana Parcel 14	2,992,697	9,100	4,200	0.1403
23673 Santa Fe Ave #111	789,147	1,100	-	0.0000
23682 Autoshow NW #114 SLID	3,245,886	2,500	1,800	0.0554
23683 Surprise Medical Plaza SLID	3,908,777	3,900	2,800	0.0715
23698 Autoshow East 1 #126 (Coulter Nissan)	1,037,288	800	-	0.0000
23700 Desert Oasis Pcl 13A	2,948,789	5,400	300	0.0101
23706 Desert Oasis Pcl 14C	2,942,895	5,600	200	0.0067
23811 Sierra Montana Phase 1 Parcel G #141	708,648	1,800	-	0.0000
23830 Autoshow West 1 #150	1,827,014	1,500	600	0.0328
23836 Autoshow West 2 #152	1,401,033	2,000	1,400	0.0998
23841 Sycamore Farms Parcel 12 Ph2 #138	1,325,971	3,400	-	0.0000
23854 Bell Point II North #156	710,956	1,100	600	0.0843

County Number / City District Name by Assessment Type	Net Assessed Value ¹	Estimated Expenses	Levy Amount	Levy Rate ²
23855 SLID-Bell Pointe 2 South #157	2,238,144	2,600	2,000	0.0893
23872 Autoshow East 3 #132 (Toyota)	1,368,153	700	-	0.0000
23896 SLID-Mirano at Desert Oasis	2,081,248	3,100	2,400	0.1153
23899 Desert Oasis - Cortana Parcel L6 #153	2,724,032	10,700	10,000	0.3670
23901 SU-AustinRanchEast	15,665,542	31,300	33,600	0.2144
23902 SU-Asante PAR4.5	4,397,468	7,400	2,400	0.0545
23940 SU-CITY CENTER 02 188	3,127,049	1,000	600	0.0191
23950 SU-Hilton Garden Inn	3,071,512	2,000	1,700	0.0552
23952 SLID-Prasada Phase 2A #192	1,422,594	1,300	700	0.0491
33026 SU-BELLANDCITRUS200	2,263,274	1,600	1,000	0.0441
Ad Valorem Totals	964,052,093	2,287,900	1,202,600	

¹ Net Assessed Value based on Maricopa County Assessor's Office 2024 February State Abstract Report.

² Levy rate per \$100 of net assessed value.

³ Levy amount will be divided equally by total number of taxable parcels.

County Number / City District Name by Assessment Type	# of Taxable Parcels	Estimated Expenses	Levy Amount ³
Equal Apportionment			
23418 Sierra Montana Phase 1a	1,453	56,600	18,200
23434 Royal Ranch Unit I	546	19,100	11,300
23665 Marley Park Plaza #91	9	2,100	2,300
23666 Marley Park Parcel 12	156	10,500	4,000
23669 Stadium Village Small A #107	40	7,900	4,700
23670 Commerce Park East #109 SLID	67	4,400	3,600
23671 Coyote Lakes #95 SLID	772	33,900	21,100
23672 Stonebrook #103	165	4,500	2,800
23674 Parkview Place #112	8	2,500	1,800
23692 Skyway Business Park #92	56	17,800	14,100
23694 Westgate #122	1	800	500
23702 OTS Commercial B #123	4	2,200	1,700
23708 Autoshow East 2 #127 (L Miller Dodge)	1	1,000	900
23790 Marley Park Phase 3	595	25,000	20,600
23807 Zanjero Trails PH 2 #133	605	29,100	26,900
23808 Sycamore Farms Parcel 12 North #146	162	4,500	2,800
23810 Marley Park Ph 4, #140	1,046	47,800	45,000
23819 Desert Oasis Parcel 11	71	3,300	1,300
23829 Desert Oasis Parcel 13B #151	325	10,300	14,600
23834 Austin Ranch West Parcel 4 #139	148	9,400	6,600
23838 Austin Ranch Parcel 1	440	20,700	5,100
23842 Desert Oasis Parcel L10 Sanverno	106	4,000	3,700
23856 Zanjero Trails Parcels 16 & 17 #162	116	3,400	700
23868 Austin Ranch West Parcel 6 #143	1,232	6,300	9,200
23897 Zanjero Trails Parcel 11	546	13,100	13,200
23898 SU-Heritage Farms	151	2,800	3,000
23900 SU-AustinRnchWstPar5	156	7,900	7,800
23911 Dysart Mini Storage #145	2	700	500
23916 SU-Fulton Homes At Escalante 154	1,111	19,200	14,200
23928 SU-Rancho Mercado North 181	1,221	39,000	39,200
23929 SU-Rancho Mercado 182 South	779	8,000	5,900
23941 SU-Surprise Center North 190	2	800	500
23945 SU-175th and Cactus 186	173	12,800	24,600
23948 SU-Cotton and Sweetwater 189	162	1,300	900
23951 SU-Paradise Honors 195	158	3,300	8,700
23954 SU-DesertCove 184	2	1,000	-
23949 SU-Rio Rancho Estates 179	752	6,400	15,400
Equal Apportionment Totals	13,339	443,400	357,400
Grand Total	964,065,432	2,731,300	1,560,000

¹ Net Assessed Value based on Maricopa County Assessor's Office 2024 February State Abstract Report.

² Levy rate per \$100 of net assessed value.

³ Levy amount will be divided equally by total number of taxable parcels.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 18, 2024

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action levying a primary property tax at a rate of \$0.5693 per one hundred dollars (\$100) of assessed valuation and secondary property tax at the rate of \$0.3880 per one hundred dollars (\$100) of assessed valuation for Fiscal Year 2025 within the City of Surprise; Resolution #2024-104.

Motion:

I move to approve Resolution #2024-104. (In accordance with A.R.S. Section 42-17107(A)(4), a roll call vote on this motion is required.)

Background:

On June 4, 2024, the Mayor and City Council held a public hearing on the proposed levy of property taxes, and a vote was held concerning the intention of passage of the property tax levies.

At that time, the City Council identified \$0.5693 per \$100 of assessed valuation as the proposed primary property tax rate and \$0.3880 per \$100 of assessed valuation as the proposed secondary property tax rate. All public hearings and notices were published and advertised in accordance with state law.

Adoption of Resolution #2024-104 will adopt and order the primary and secondary tax levies.

Objective Analysis:

This is the final step in the annual budget adoption process.

Policy Compliant:

This item is consistent with Arizona Revised Statute 42-17104 as well as City and Council policies.

Financial Impact:

For FY2025, a primary property tax rate of \$0.5693 per \$100 of assessed value will be levied upon property, both real and personal, within the City and will generate a total of \$9,816,600 and a secondary property tax rate of \$0.3880 per \$100 of assessed value will be levied upon property, both real and personal, within the City and will generate a total of \$6,690,400.

Budget Impact:

Adoption of primary property tax levies will allow for the collection of these revenues, which are an integral part of the adopted fiscal year 2025 budget. The proposed primary property tax rate is \$0.5693 per \$100 of assessed value and will generate approximately \$9,816,600 and the proposed secondary property tax rate is \$0.3880 per \$100 of assessed value and will generate approximately \$6,690,400.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2024-104
 2. FY25 Budget_COS Final Property Tax Adoption
-

RESOLUTION # 2024-104

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF PROPERTY WITHIN THE CITY A CERTAIN SUM OF MONEY FOR FISCAL YEAR 2025 TO BE ASSESSED AGAINST THE VALUATION OF REAL AND PERSONAL PROPERTY FOR PRIMARY AND SECONDARY TAX PURPOSES.

WHEREAS, the City Council is required by Arizona Revised Statutes §42-17253 to adopt an annual tax levy based upon the rate to be assessed per each One Hundred Dollars (\$100.00) of assessed valuation of property within the City;

WHEREAS, the primary and secondary tax levy for Fiscal Year 2025 beginning July 1, 2024 must be adopted by resolution prior to the third Monday in August, and not less than fourteen days after adoption of the municipal budget;

WHEREAS, the municipal budget of the City of Surprise was adopted at a special meeting of the City Council held on June 4, 2024, at least fourteen days prior to the adoption of this Resolution; and

WHEREAS, the City has computed tax rates at \$0.5693 per one hundred dollars (\$100.00) of assessed valuation to be levied and collected as primary taxes and \$0.3880 per one hundred dollars (\$100.00) of assessed valuation to be levied and collected as secondary taxes.

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

Section 1. That there is hereby levied, as a primary property tax, \$0.5693 per each One Hundred Dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of nine million, eight hundred sixteen thousand six hundred dollars (\$9,816,600) for the fiscal year ending on June 30, 2025.

Section 2. That there is hereby levied, as a secondary property tax, \$0.3880 per each One Hundred Dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate sufficient to raise the sum of six million, six hundred ninety thousand, four hundred dollars (\$6,690,400) for the fiscal year ending on June 30, 2025.

Section 3. Any failure by the Maricopa County officials to properly return the

delinquent tax list, irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings nor invalidate any title conveyed by any tax deed, any sale or proceeding pursuant thereto, the validity of the assessment or levy of taxes, nor the judgment of sale by which the collection of taxes may be enforced. All actions by officers de facto shall be valid as if performed by officers de jure.

APPROVED AND ADOPTED this ____day of _____, 2024

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney



Adoption of FY2025 Property Taxes

City Council Meeting

June 18, 2024

Public Notice & Publications

- ✓ In accordance with A.R.S. Title 42
- ✓ Post notice of tax levy on website 60 days prior to adoption: April 4, 2024
- ✓ Post Tentative Budget Summary (Website)
- ✓ Post in newspaper of general circulation
 - ✓ Tentative Budget (Schedule A)
 - ✓ Street Light Improvement District Posting
 - ✓ Posting Dates: May 21, 2024 & May 28, 2024

Primary and Secondary Property Tax Levy

FY2025 Primary and Secondary Property Tax

	Current Rate	Current Levy	Proposed Rate	Proposed Levy
Primary Property Tax	\$0.7591	\$11,789,000	\$0.5693	\$9,816,600
Secondary Property Tax	\$0.3880	\$6,026,000	\$0.3880	\$6,690,400

Primary Property Tax is used for operating
Secondary Property Tax is for the debt service payment

Street Light Improvement District Property Tax

FY2025 SLID Property Tax

- Special taxing districts
 - Levy property tax
 - Costs associated with electricity for street lighting
- 136 total SLIDs
- Total levy amount of \$1.56M



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 18, 2024
Submitting Department: Legal
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Agenda Wording:

Discussion and action to waive attorney-client privilege and make public the results of the outside legal counsel investigation into Councilmember Aly Cline.

Motion:

The appropriate motion is within the discretion of City Council.

Background:

This item has been placed on the agenda pursuant to the Surprise Municipal Code by a signed writing of Council members Hastings and Judd.

In the context of the attorney-client relationship with a government organization, such as a city, the the attorney-client privilege belongs to the organization itself, not any one council member, officer, or staff. Therefore, a majority vote of the governing body, is required to waive the attorney-client privilege and its accompanying attorney-client confidentiality protections.

Objective Analysis:

Waiver of the attorney-client privilege as suggested by this item will make public a certain Memorandum drafted by conflict counsel in this matter. Council should make clear that the waiver is limited to that specific Memorandum document in its motion should a vote occur.

Policy Compliant:

This matter is within the sole discretion of City Council. However, City Council should fully understand and have all the information and explanation about the material risks of and reasonable available alternatives, if any, to waiving the attorney-client privilege.

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 18, 2024
Submitting Department: Legal
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Agenda Wording:

Presentation and discussion on the investigation of Councilmember Aly Cline by outside counsel.

Motion:

None; discussion only.

Background:

This item has been placed on the agenda pursuant to the Surprise Municipal Code by a signed writing of Council members Hastings and Judd.

In the event attorney-client privilege is waived by the City of Surprise in the preceding item, and the Memorandum drafted by conflict counsel is made public, this item provides the opportunity to publicly discuss the content of same.

Objective Analysis:

N/A

Policy Compliant:

N/A

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 18, 2024
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: Internal

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

Agenda Wording:

Discussion and action to discipline Councilmember Aly Cline for violating Arizona State Law, Surprise City Code, and the Surprise City Council Policies and Procedures.

Motion:

The appropriate motion is solely within the discretion of the City Council.

Background:

This item has been placed on the agenda pursuant to the Surprise Municipal Code by a signed writing of Council members Hastings and Judd.

Objective Analysis:

N/A

Policy Compliant:

Discipline of a councilmember is within the discretion of the City Council.

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 18, 2024
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: Citywide

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

Agenda Wording:

Consideration and action to recess into executive session for the purpose of discussion and evaluation of certain allegations and potential action against a public officer pursuant to A.R.S. 38-431.03(A)(1) and/or to receive from, and discuss legal advice with, the City's attorney pertaining to related election matters pursuant to A.R.S. 38-431.03(A)(3).

Motion:

I move to recess into executive session for the purposes noticed.

Background:

Objective Analysis:

Policy Compliant:

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:
